

**INTERGOVERNMENTAL AGREEMENT
AMONG CITY OF FORT COLLINS, AND
POUDRE RIVER PUBLIC LIBRARY DISTRICT
REGARDING SOUTHEAST COMMUNITY CENTER PROJECT
DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE, AND MANAGEMENT**

THIS INTERGOVERNMENTAL AGREEMENT (“**Agreement**” or “**Design and Construction IGA**”) effective _____, 2026, is between THE CITY OF FORT COLLINS, COLORADO, a municipal corporation (“**City**”) and the POUDRE RIVER PUBLIC LIBRARY DISTRICT, a political subdivision of the State of Colorado (“**Library District**”), referred to individually as a “**Party**” and collectively referred to as “**Parties.**”

RECITALS

- A. The City is a home-rule municipality.
- B. The Library District is a Colorado Library District established by a citizen initiative pursuant to Colorado Revised Statutes (C.R.S.) §§ 24-90-101, *et seq.* and a quasi-municipal corporation and political subdivision of the state of Colorado providing public library services within its boundaries including the City.
- C. Article XIV, Section 18 of the Colorado Constitution and C.R.S. §§ 29-1-201, *et seq.*, and, for the City, Article II, Section 16 of the Fort Collins City Charter, provide for and encourage political subdivisions or agencies of the State to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with one another to provide any function, service, or facility lawfully authorized to each, including sharing of costs, imposition of taxes, or incurring debt.
- D. The Parties have a lengthy history of working together to establish library facilities in the Fort Collins community.
- E. On November 7, 2023, City voters approved Ballot Issue No. 1 (the “2050 Tax”), increasing by five tenths percent (0.5%) sales and use tax for various purposes, including the allocation of fifty percent (50%) of revenues raised for the replacement, upgrade, maintenance, and accessibility of parks facilities and for the replacement and construction of indoor and outdoor recreation and pool facilities.
- F. The Library District and City determined to join resources to construct and operate the Community Center focused on innovation, technology, art, recreation and the creative process as required by the voters of the City through the construction of new and expanded library services as part of the overall Community Center.
- G. The Parties entered into the Initial Intergovernmental Agreement (“**Initial IGA**”) with the Poudre School District (“**School District**”) memorializing the intent for the City to acquire approximately 10 acres of real property from the School District to meet the outlined above

needs and the specific intent of constructing an indoor aquatics facility that would both serve the recreation needs of the Fort Collins community and provide for an innovative, creative space. On December 19, 2023, the City Council adopted Resolution 2023-112, authorizing the Mayor to execute the Initial IGA, which was executed by the parties and effective December 20, 2023.

H. On April 16, 2024, by adoption of Resolution 2024-026, and pursuant to the Initial IGA and Resolution 2023-112, Council authorized the City Manager to execute the Purchase and Sale Agreement with the School District for the Land, which was signed on April 30, 2024. The City acquired the Land in January 2025.

I. The Initial IGA provided: (a) the City and Library District will jointly design and construct the Library Branch “consisting of at least 30,000 square feet including meeting rooms and programing spaces to foster research, reading, lifelong learning innovation and creativity” and (b) the Library District will have input on and share in the design and construction costs of shared or Common Amenities as defined herein.

J. The Initial IGA also stated the Library District and City will negotiate and enter into a separate intergovernmental agreement memorializing their efforts before the commencement of any land and building design, to include but not be limited to:

- a. The form of the Library District’s interest in the real property;
- b. Designation of City and Library District Project Managers;
- c. Whether the Library Branch will be a stand-alone structure or part of a larger facility;
- d. Cost sharing of acquisition, design, and construction costs; and
- e. Ongoing maintenance and operations of the real property and facilities.

K. On April 7, 2025, the voters of Fort Collins approved Ballot Issue No. 2A (the “**Quarter-Cent Capital Tax**”), which extended for ten-years an expiring sales and use tax approved by voters in 2015 as Ballot Issue No. 1 (the “**Community Capital Improvement Program**” or “**CCIP**”). The CCIP raised revenue to fund a list of projects, including the construction of a Community Center in southeast Fort Collins (the “**Project**,” when referring to the Project as a whole), including a space focused on innovation, technology, art, recreation, and the creative process (the “**Library Branch**”).

L. The Parties intend this IGA to satisfy the requirement of the Initial IGA described in Recital J of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in the Initial IGA the Parties have entered into this Agreement.

AGREEMENT

I. Definitions. To promote clarity the definitions below are largely the same as the definitions contained in the Initial IGA, with clarifications given the furtherance of the overall Project and some additional defined terms added specific to this Agreement.

- A. **Aquatics Base**: the total capital cost of designing and constructing the Aquatics Facility, including, but not limited to, the cost of constructing indoor lap lanes and deck, aquatic support (office space, pumping and filtration equipment and fixtures, lockers, and storage), Common Amenities, and Site Costs.
- B. **Aquatics Facility**: the indoor lap pool and related facilities and amenities including all elements of an indoor/outdoor leisure pool with water slides, sprays and jets, decks, a lazy river and open swimming area the City plans to construct as part of the Community Center, this expressly includes the leisure pool as defined in the Initial IGA.
- C. **Common Amenities**: as defined in the Initial IGA and further limited hereby as the “Joint Use Spaces”.
- D. **Joint Use Spaces**: Common Amenities covering the areas available to the Parties including:
 - 1. **Outdoor Joint Use Spaces** including, but not limited to, sidewalks, bike racks, parking lot, trees and vegetation on the Land surrounding the Community Center as Identified and depicted on the Preliminary Site Plan attached as **EXHIBIT A** as those spaces appear on the Final Site Plan; and
 - 2. **Indoor Joint Use Spaces** including, but not limited to, corridors, lobbies, restrooms, mechanical areas, innovation spaces and community rooms, and other spaces intended to serve both the Public Library, Library District and Community Center facilities identified and depicted on the preliminary Building Design Plan attached as **EXHIBIT B** as those spaces appear on the Final Building Design Plan.
- E. **Community Center**: the Southeast Community Center, to potentially include the Aquatics Facility, Library Branch, and other facilities to serve a community purpose.
- F. **Effective Date**: the date the Agreement is fully executed by all Parties.
- G. **Final Plans**: the final site plan and building plan, depicting the Community Center as a whole.

- H. **Joint Use Agreement or JUA**: agreement executed by the Parties outlining the operational, maintenance, and facility use terms pertaining to the Joint Use Spaces.
- I. **Land or Site**: Approximately 10 acres depicted on the Preliminary Site Plan attached as **Exhibit A**, identified as Larimer County Assessor's Parcel No. 8604000904 that the City acquired pursuant to the Initial IGA.
- J. **Lease**: The Parties intend to negotiate and execute a Lease contemporaneously with this Agreement. The Lease will not be effective unless separately executed and approved as required by City Charter and Code.
- K. **Leased Property**: the property covered by the Lease.
- L. **Library Branch**: the public library facility meeting the definitions promulgated by the Office of Colorado State Librarian and providing community meeting spaces with access to information of all kinds and programming that fosters reading, lifelong learning, innovation and creativity constructed and operated on the Leased Property.
- M. **Initial IGA**: the Initial IGA executed on February 20, 2024, by the City, School District, and Library District memorializing the initial plans for the Community Center.
- N. **Purchase and Sale Agreement**: the agreement entered into by the City and School District outlining the sale of the Land, as described above.
- O. **Preliminary Building Design Plan**: the preliminary building design plan produced by the City and the Library District depicting the proposed Community Center building layout attached hereto as **Exhibit B**.
- P. **Preliminary Site Plan**: the preliminary site plan depicting the Land and the preliminary location of roadways, parking lots, sidewalks, trails, outdoor activity spaces, Common Amenities, Aquatics Facility, and Library Branch attached hereto as **Exhibit A**.
- Q. **Project**: the acquisition of land, planning, design, construction and furnishing of the facilities encompassing the Community Center.

II. **General Introduction.**

A. **Mutual Undertaking**. The design, construction, operation and maintenance of the Library Branch will be a mutual undertaking between the City and the Library District. The Parties will work cooperatively and in good faith to find mutually agreeable decisions in this undertaking. The Parties intend the Library District to have strong participation in making decisions regarding

the design and construction of the Library Branch, however all decisions must be made within the scope of the overall design and align with the City's vision for the Community Center. The Parties acknowledge the benefits of their collaborative process in the development of the Project to date and agree to continue to communicate and work together on the continued construction thereof. If a dispute arises that cannot be resolved through their reasonable, good faith efforts, that, for the purpose of certainty, management, and accountability, the City will have final decision-making authority relating to all portions of the Project outside the Leased Property. The Library District will have final decision-making authority relating to all portions of the Project within the Leased Property.

B. Overall Community Center Interests. The Parties agree that the Library District's collaboration with the City regarding the Project is focused on the Library Branch and Joint Use Spaces. The Library District will not interfere in the design, construction, operation, maintenance, or management of the Aquatics Facility or Common Amenities related solely to those areas and not considered Joint Use Spaces. The City and Library District will work together on a shared design of the Joint Use Spaces that are not also within the Leased Space. The City will have final decision-making authority for the Joint Use Spaces that are not within the Leased Property. The City will provide the Library District with reasonable updates on the progress of the design and construction of all Project facilities.

Nothing in this Agreement is intended to diminish, amend, or supersede the City's authority over design, construction, operations, permitting, or long-term planning for the Community Center as a unified City facility. The Library District's rights are limited to the Leased Property, Library Branch and those Joint Use Spaces expressly identified in this Agreement.

C. Preliminary Designs. The Parties have produced the Preliminary Site Plan. A copy is attached hereto as **Exhibit A**. The Preliminary Site Plan depicts the Site and the preliminary location of roadways, parking lots, sidewalks, outdoor aquatics, trails, outdoor activity spaces and the footprint of the proposed Community Center Building.

The Parties have produced a Preliminary Building Design Plan attached hereto as **Exhibit B** ("**Preliminary Building Design Plan**"). The Preliminary Building Design Plan depicts all the facilities within or associated with the Community Center, including the Joint Use Spaces and the Leased Property.

The Preliminary Site Plan and Preliminary Building Design Plan will be updated prior to submission for government approvals and permitting for construction, as well as updates or modifications for more detailed designs. The Parties will collaborate in good faith on any approvals, decisions, or actions necessary to establish the Final Plans. The City retains final authority as to any approvals required for overall site design, permitting, and construction sequencing necessary for the delivery of the Community Center.

III. Site Ownership and Property Interests.

A. Site Ownership. The City owns the Site in fee simple.

B. Library Branch Lease. Contemporaneously with this Agreement, the Parties will enter a lease under which the City will lease as “Lessor” and the Library District will lease as “Lessee” the “Library Branch” identified in the Final Plans on the terms and conditions set forth in the Lease. Neither this Agreement, nor the Lease, transfers any property ownership interest to the Library District, other than as a leaseholder. The Library District will be solely responsible for the operation and maintenance of the Library Branch during the term of the Lease.

The Library District may not assign, sublease, transfer, encumber, or otherwise convey any interest in the Lease, the Library Branch improvements or the Leased Property without prior written consent of City Council, which consent may be withheld in the City’s sole discretion. Any attempted assignment without approval is void. However, if the Leased Property is not yet encumbered and if the financing does not impair any previous financings against the Site, the Library District may assign, sublease, transfer, encumber, or otherwise use its interest in the Leased Property for the purpose of financing with 30 days’ advance notice to the City; if the City raises questions after receiving such notice, the Parties agree to meet to discuss and resolve these questions in good faith during that 30 day period.

C. Joint Use Agreement. Contemporaneously with this Agreement, the Parties will execute a JUA memorializing their sharing of expenses and operations of the Joint Use Spaces.

IV. Project Capital Funding.

A. Shared funding for the preliminary design, design development, construction drawings, construction administration, construction, operation, maintenance, and ongoing management of the Project is memorialized in the terms and conditions provided in this Agreement.

B. Responsibility for Capital Funding/Building Costs. The Parties' division of costs for the development and construction of the Project is contained in the Project Master Budget attached hereto as **Exhibit C**.

1. The City will pay all costs associated with Project that are identified on the Cost Sharing Matrix attached hereto as **Exhibit D** ("**Cost Sharing Matrix**") as "City of Fort Collins (CofFC) Responsibility" and all other costs not otherwise to be paid by the Library District as approved in the Final Plan. The Library District will pay all costs associated with the Project that are identified on the Cost Sharing Matrix attached hereto as **Exhibit D** as "Poudre Libraries (PL) Responsibility" (the "**Library Branch Cost**") up to the Library District Maximum Contribution described in this Section C.
2. Joint Use Spaces. The City and the Library District will each contribute the agreed upon share of the Cost of Building the Joint Use Spaces identified on **Exhibit D** as "Shared Responsibility".
3. Default Cost Share. The Parties will share costs of any Joint Use Spaces that are not identified on the Cost Sharing Matrix 70%/30% City/Library

District; or, on the percentages provided in the Cost Sharing Matrix if the unidentified cost is clearly related to the completion of an identified cost share item subject to the Library District Maximum Contribution. If the City chooses to exceed LEED Gold in alignment with the City's Our Climate Future initiative, the Parties will engage in good faith negotiations regarding the Library District's cost share.

C. Responsibility For Capital Funding/Building Costs for the Library Branch. The Parties intend to construct the Project and Library Branch jointly with each Party's responsibilities for its portions of the building and facilities, as well as any necessary improvements and shared spaces, identified in Exhibits A, B and D, in the form that they are approved in the Final Plans. The Library District will not be assessed any portion of added costs attributable to the City's desire to exceed LEED Gold certification, unless the parties agree after good faith negotiations.

1. The Library District will set the design and pay all costs associated with the Library Branch and agrees to have all appropriations, transfers, transactions, and/or proceeds from financing authorized and available to meet its payment schedule in this Section C. The City will not be responsible for funding any of the Library Branch. If the Library District relies on agreements entered into by the City for these services and contracts, the Library District acknowledges its obligation to make payments in support of costs incurred for the Library Branch, as outlined below in this Section C.
2. Library District Payment of Cost Share. The Library District will pay to the City its agreed upon share of the costs of the Library Branch and related Joint Use Spaces for the Project up to a maximum amount of \$23,000,000 (Twenty-Three Million Dollars), representing the Library District share of the total anticipated Project cost, including, but not limited to, design, final design, permitting, site development, FF&E within and without the Library Branch, final construction and completion of the Library Branch, the related Joint Use Spaces, the Lease and the JUA ("**Library District Maximum Contribution**"). As of April 6, 2026, the Parties agree that the Library District has contributed \$486,480 (Four Hundred Eighty Six Thousand Four Hundred Eighty Dollars) towards Project costs, and that the remaining \$22,513,520 (Twenty-Two Million Five Hundred Thirteen Thousand Five Hundred Twenty Dollars) of the Library District Maximum Contribution will be paid to the City by the Library District as outlined in the Library District Payment Schedule attached hereto as **Exhibit E**.

The Library District will deposit amounts in **Exhibit E** into the Library District's accounts in the custody of the City. On the payment dates in **Exhibit E**, the scheduled funds will be transferred by the City into the City's account and will be held in a separate account or otherwise identified as restricted revenue to be appropriated by the City representing the Library District's contribution for its share of Project costs, and to be used solely

for the purposes authorizing expenditures against those revenues for the Library District's share of the Project, in accordance with Section G. of this Article IV.

3. Readjustments. The Library District Maximum Contribution is intended to cover all of its anticipated costs for the Library Branch and its share of the Joint Use Spaces as shown in the Project Master Budget.

The Parties will re-evaluate designs for the Library Branch if either Party believes the cost for the Library Branch is unreasonably disproportionate to the remaining costs.

Upon completion of the Project, if the actual cost of the Library Branch and other costs for which the Library District is obligated to pay is less than the Library District Maximum Contribution, the City shall refund any amount paid by the Library District, pursuant to this Section C, that exceeds the actual Project costs.

4. Excluded Costs. The amount indicated as the Library District's obligation in this Section C. does not include ongoing maintenance, operation, management, or future expenses after construction is completed.

D. Maximum Cost. The Parties acknowledge that the guaranteed maximum price for the Project will not be determined by the Effective Date. As a result, the Parties agree that the cost will not exceed Ninety-Nine Million and Five Hundred Thousand Dollars (\$99,500,000) with each Party having respective totals of the total. The Parties will promptly meet if the Project Executives are informed that the cost will exceed that amount. If the increased cost is acceptable and, if agreed upon, the cost share of this increase will follow the cost share breakdown as outlined in the Cost Share Matrix. If the Parties do not agree on incurring the increased cost and terms to make each Parties' fair payment therefor, the City may independently accept the increase and pay the overage without requiring further funding from the Library District.

E. Cost Share Adjustments and Inflation. If, during the term of this Agreement, the cost of services, goods, labor, or materials increases by more than 5%, as evidenced by the Consumer Price Index, the Parties agree to enter into good faith renegotiations to increase the Library District Maximum Contribution to reflect the actual cost increase. Additionally, if during the term of this Agreement, a change order would increase the maximum cost outlined above by 5%, the Parties will enter into good faith renegotiations to increase the Library District Maximum Contribution to reflect the actual cost shared and agree on payment date(s).

F. Library District Payment. The City will provide finance and accounting administrative services for each budget year until Project completion. The City will return any unexpended funds to the Library District upon completion of this Project, unless the Parties agree to apply excess funds to the Library District's maintenance and operation costs for the Joint Use Spaces.

G. The City will make payment on behalf of the Library District for its agreed cost share for all associated Project costs, which does not include any costs or increased costs associated with building to exceed LEED Gold certification unless the parties agree after good faith negotiations. However, the City's administration and payment of the Library District's costs, nor any other provision of this Agreement, creates a fiduciary obligation of the City to the Library District. The City and the Library District have separate obligations to meet accounting, finance, and records obligations, which are subject to review by external auditors.

1. The City will review all progress reports, completion reports and contractor invoices for the Project, determine appropriate payment, confirm completion of the work and timely pay or otherwise protest payment to all contractors, materialmen and suppliers in the manner deemed most efficient by the City. Any invoiced payment solely related to the Library Branch will be forwarded to the Library District for review.
2. The City will, at the City's convenience, accumulate contractor invoices, identify entries that are the responsibility of the Library District as described above and allocate costs to the Library District for the identified items with payment from amounts held as restricted Library District funds in the custody of the City, as payments are made in Section C, which must be sufficient to make payment of those invoices by the City, on behalf of the Library District, within forty-five (45) days.
3. The Library District/owners representative will have twenty-five (25) days to review and dispute any items identified as Library District responsibility for payment.
4. In the event the Library District and City are unable to resolve any disputed invoice items, the Parties will refer the Dispute to the owners representative (Wember) for final resolution.

H. Contracting. Contracting for the Project and related products and services shall be done by the City through its purchasing processes, and subject to applicable requirements of the City Code and City Purchasing Policies. The Parties acknowledge that, pursuant to the City's Charter, the City may not expend funds or enter into any contract for materials or services related to the Project unless the full amount of the funds necessary for such expenditure or contract has been appropriated to the Project by the City Council. The Parties understand that the construction of the Project is subject to approval through the City's development review process. The Project is expected to be designed to a LEED gold level.

I. Project Executives. Each Party has appointed the below individuals as Project Executive who will be responsible for communicating decisions of their respective entity to the other Party regarding those matters calling for joint decision in this Agreement.

City: Deputy Director Community Services, lewilliams@fortcollins.gov, 215 N. Mason, Fort Collins, CO 80524; 970.221.6354

Library District: Deputy Director, Poudre River Regional Library District, kdraves@poudrelibraries.org, 301 E. Olive Street, Fort Collins, CO 80524;

970.818.8043

The Library District's designated Project Executive will have the right to inspect work, review and attend all construction progress meeting, receive daily reports and consult on and provide review and written comment within a defined period, of all change orders and/or construction plan changes on behalf of the Library District, as related to the Library Branch and related Joint Use Spaces. The City retains decision making authority; however, it will make good faith efforts to incorporate the Library District's timely input.

J. Project Manager. The Parties have engaged a Project Manager to assist with tracking all construction progress, issuing reports, and consulting with both Parties on the overall design and construction tasks. The Parties have agreed to split the cost for this Project Manager 50-50. The Parties further agree that the City will take over this role starting June 1, 2026. The City will provide an invoice for the cost of this employee's time spent on this Project and the Library District agrees to pay 30% of these costs.

V. Administrative Services.

A. It is agreed that the Parties will each provide administrative services to complete the Library Branch and Joint Use Spaces as necessary for each Party to fulfill its obligations under this Agreement. Each Party is responsible for its own costs in providing such administrative services. It is agreed that such services shall include, but shall not be limited to, personnel, salary and benefits administration, legal services, accounting, budget preparation assistance, engineering, risk management, purchasing and other similar administrative services. All employees of each Party who perform any services in relation to the Project and this Agreement shall remain the employees solely of the Party that employed them to perform such services and not of the other Party. The employing Party shall be solely responsible for all pay and benefits, including workers' compensation coverage, for its employees.

B. Contract Documents. The City is authorized to enter into purchasing, consulting, and other contracts pertaining to the Library Branch and Joint Use Spaces. The City agrees that it will include protections for the Library District as an intended beneficiary where appropriate. The Parties further agree that the City will comply with the City of Fort Collins Municipal Code and related City administrative regulations with respect to any and all procurements entered into pursuant to this Agreement. The Parties agree that such approval may require approval by the City Council. Prior to entering into any contract, lease or other agreement in furtherance of this Agreement or the Project, the City will provide the Library District with reasonable opportunity to review and provide input. Unless otherwise agreed by the Parties, all contracts executed by the City pertaining to the Library Branch or Joint Use Spaces will include a requirement that the contractor name the Library District as an additional insured under any insurance policies in amounts mutually agreed by the Parties, where appropriate. Each Party may participate equally in the vendor selection process in accordance with a competitive purchasing process mutually agreed by the Parties, as further outlined below.

C. The Architect selected by the Parties will be required to provide certain deliverables and notices to the City for approval. The City will ensure that such deliverables are set forth in the

City's standard services contract executed with the Architect. Such deliverables include but are not limited to a schedule, a preliminary design, a schematic design, a cost of work, design development documents, construction documents, and construction documents with a cost of work. The City will provide the Library District with reasonable opportunity, not to exceed ten (10) business days from the Library District's receipt of all pertinent documents, to review and provide input for all such deliverables.

D. Construction of the Project.

1. Competitive Process. The City will engage a vendor through a competitive sealed proposal process, pursuant to the City's municipal code and the City's administrative purchasing procedures, to construct the Project, utilizing the Construction Manager at Risk ("CMAR") delivery method. The City will confer with the Library District's Executive, or designee, regarding the lowest, responsive and responsible bidders prior to the award, however the City will have final decision-making authority in the selection.
2. Contracting. The City will be the party issuing the agreement to the selected CMAR and agreements to other contractors necessary to complete the project. The Project will be constructed in accordance with the requirements of the City's Municipal Code. The Parties agree that the City will be the sole signatory for purchasing, consulting, and other contracts necessary to complete the construction of the Project. The City must provide the Library District an opportunity to review and comment on all such agreements, however the City will have final decision-making authority to execute any such agreements.

Contractors will be required to separately identify bid items and costs attributable to the Library Branch and Joint Use Spaces. Contracts will require materials, costs and expenses associated with the Library Branch and Joint Use Spaces to be separately identified on all invoices or cost submittals in a form agreed upon by the City, Library District and contractor. Invoices shall also separately identify costs or additional expenses incurred solely to exceed LEED Gold certification requirements, unless the parties agree after good faith negotiations.

3. Change Orders. The City will provide the Library District the opportunity to review and confer with the City regarding any change order related to the Library Branch or related Joint Use Spaces and any invoice, pay application or billing from any contractor prior to approving and issuing any such change order or payment to a contractor. The Library District will have seventy-two (72) hours from receipt of a change order, invoice, pay application or billing to consent or object, and the Library District's failure to timely respond will be considered consent. The City will, in good faith, consider all objections from the Library District, however the City retains final decision making authority. If a change order increases the original cost by 5%, the Parties agree

to discuss the possibility of increasing the Library District Maximum Contribution.

4. Americans with Disabilities. The Project will be designed and constructed to comply with all federal, state, and local laws, including the requirements of the Americans with Disabilities Act (“ADA”).
5. Construction Grants. Any grants received by the Parties for the benefit of the construction of the Project will be utilized toward making facility improvements by offsetting Project costs or awarding bid alternates in the contract documents or any other improvements agreed to by the Parties, with their decision-making authority outlined in this Agreement...

VII. General Provisions

A. Appropriations. The Parties are governmental entities; therefore, all direct and indirect financial obligations of each Party under this Agreement shall be subject to annual appropriations pursuant to Article X, Section 20 of the Colorado Constitution, the Parties' respective charters and ordinances, and applicable law. This Agreement and the obligations of the Parties hereunder do not constitute a multi-year fiscal obligation and are expressly contingent upon the Parties' respective governing bodies budgeting and appropriating the funds necessary to fulfill the Parties' respective obligations. If a Party fails to appropriate funds sufficient to meet its obligations under this Agreement, or to make payments required to meet its obligations under this Agreement, such non-appropriation or non-payment will constitute a violation of this Agreement regardless of any notice period required under this Agreement. The Party failing to make the necessary appropriations or payments shall give written notice to the other Party not later than thirty (30) days after it is certain that its governing body will fail to appropriate the funds necessary for the Party to meet its financial obligations under this Agreement and the non-defaulting Party may take action pursuant to this Article VII.

B. Term, Modifications, Extensions. This Agreement shall remain in full force and effect through final completion of the Project which is anticipated to take approximately twenty-three (23) months through the construction drawings component, unless earlier terminated by mutual written agreement of the parties or as set forth below. This Agreement may be modified only by the written agreement of the Parties except that it may be extended either by written agreement of the Parties or automatically for a one year period by virtue of each Party, in its respective annual budget, having appropriated funds to support the Project for the ensuing budget year in accordance with the provisions of this Agreement.

C. Termination. If either Party fails to perform its obligations under the terms of this Agreement, the non-defaulting Party may provide the defaulting Party with written notice of the nature and extent of the default. If the default remains uncorrected after thirty (30) days from the date the notice is received, then the non-defaulting Party may elect to bring an action for specific performance, or to pursue any legal remedies provided for in this Agreement or available at law.

If the Parties fail to reach agreement upon any decision which must be reached by mutual

agreement under this Agreement, either Party may pursue mediation or arbitration.

The Parties are committed to negotiating in good faith in attempting to reach the agreements that are called for in this Agreement.

D. Notices. Any notice, request, demand, consent, or approval, or other communication required or permitted hereunder, shall be in writing and shall be deemed to have been given when personally delivered, faxed, emailed, or deposited in the United States mail with proper postage and addressed as follows:

If to Fort Collins:

Fort Collins City Attorney's Office
300 Laporte Avenue
P.O. Box 580
Fort Collins, CO 80525

If to the Library District:

Poudre River Public Library District
301 E. Olive Street
Fort Collins, CO 80524
Attn: Executive Director
Email: dlapierre@poudrelibraries.org
kdraves@poudrelibraries.org

With copy to: Seter, Vander Wall & Mielke, P.C.
7400 E. Orchard Road, Suite 3300
Greenwood Village, CO 80111
Attn: Elizabeth Dauer, Esq.
Courtney Intara, Esq.
Email: edauer@svwpc.com

E. Relationship of Parties, Non-liability of Individuals, Benefit, No Assignment. The Parties enter into this Agreement as separate, independent governmental entities and maintain such status throughout. No officer, agent or employee of either Party shall be charged personally or held contractually liable by or to the other Party under any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement because of any breach thereof, or because of his, her or their execution or attempted execution of the same. This Agreement is made for the sole and exclusive benefit of the Cities, their successors and assigns, and is not made for the benefit of any third Party. The Parties covenant and agree that they will not assign this Agreement, any interest or part thereof or any right or privilege pertinent thereto, without written consent of the other Party first having been obtained.

F. Entire Agreement/Ambiguities. This Agreement embodies the entire agreement of the Parties. The Parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments or modifications of any of the terms or conditions of this Agreement shall be valid unless reduced to

writing and executed by both Parties. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any Party hereto on the basis that such Party did or did not author the same.

G. Applicable Law, Severability. The laws of the State of Colorado shall be applied in the interpretation, execution and enforcement of this Agreement. Any provision rendered null and void by operation of law shall not invalidate the remainder of this Agreement to the extent that this Agreement is capable of execution.

H. Counterpart Signatures. The Parties agree that counterpart signatures of this Agreement shall be acceptable and that execution of the Agreement in the same form by each and every Party shall be deemed to constitute full and final execution of the Agreement.

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In WITNESS WHEREOF, the Parties have caused these presents to be duly executed and sealed pursuant to proper legal authority to be effective on the date of the last signature provided below.

The City of Fort Collins, Colorado

By: _____ Date: _____

Approved as to Form:

Asst. City Attorney

Poudre Library District

By: _____ Date: _____

APPROVED AS TO FORM:

By: _____ Date: _____

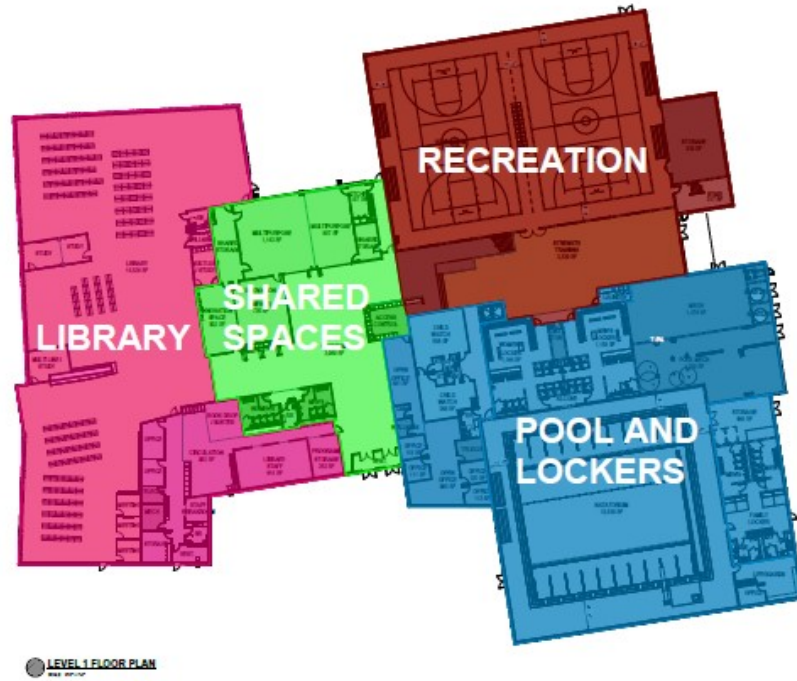
District General Counsel

EXHIBIT A

(the “**Preliminary Site Plan**”)

EXHIBIT B

(the “**Preliminary Building Design Plan**”)



THIS DOCUMENT IS THE PROPERTY OF CLARK & ENERSEN. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED IN THE TITLE BLOCK. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CLARK & ENERSEN.

CLARK & ENERSEN

Architecture | Engineering | Planning | Interiors | Construction Administration | Construction Management

Information on
our services, including
our approach to
design, is available at
www.clarkandersen.com

CLARK & ENERSEN
1000 14th Street, Suite 1000
Fort Collins, CO 80528



Key Plan

Design Development

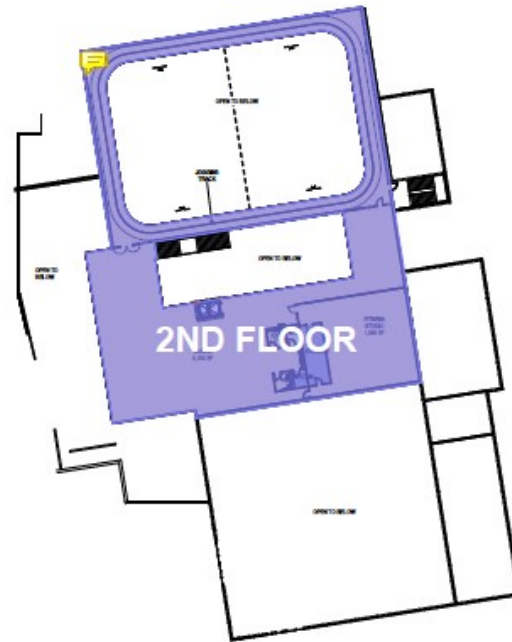
Southeast Community Center
Rock Creek Dr & Ziegler Rd
Fort Collins, CO 80528
CE No.: 226-034-24

08/05/2025

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REVISIONS: 01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

Level 1 - Schematic floor plan

A101



LEVEL 2 FLOOR PLAN
DATE: 08/05/2025

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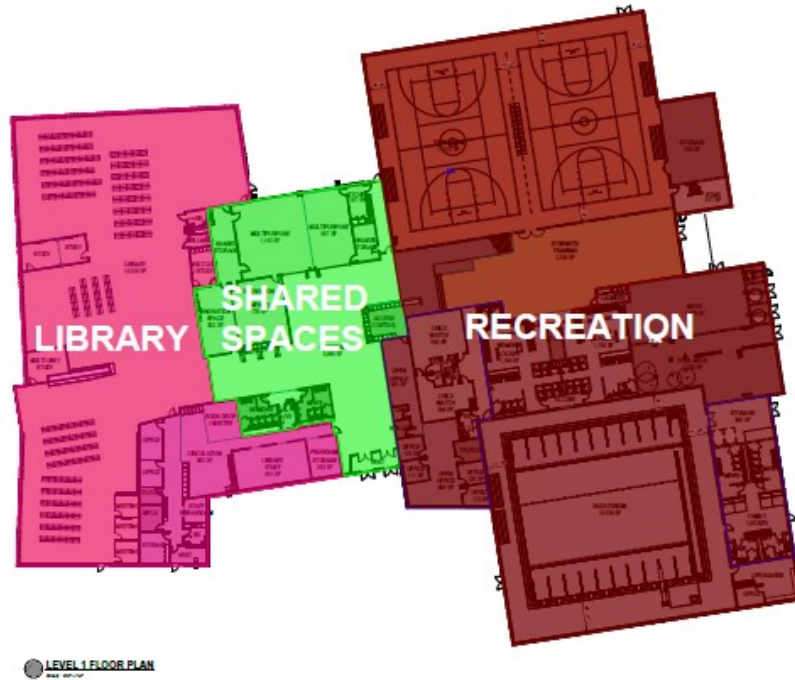
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Level 2 - Schematic floor
Plan

A102



10/10/2025 10:00 AM

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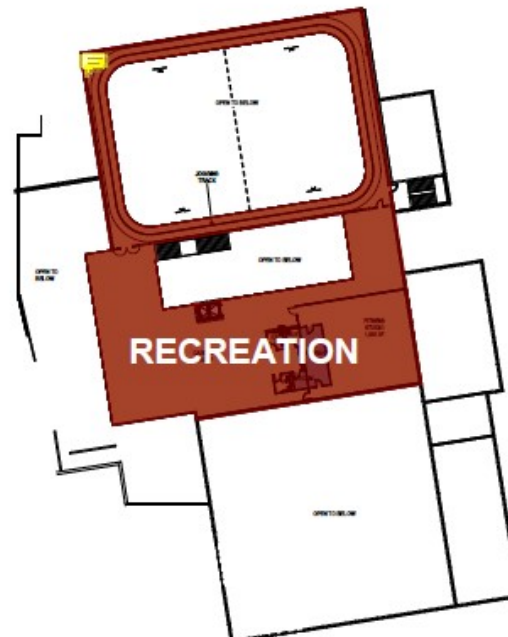
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PRELIMINARY DESIGN DEVELOPMENT
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Level 1 - Schematic Floor Plan

A101



LEVEL 2 FLOOR PLAN
ARCHITECT

REVISIONS: 1. 08/05/2025: REVISED TO REFLECT THE LATEST DESIGN DEVELOPMENT PHASE.

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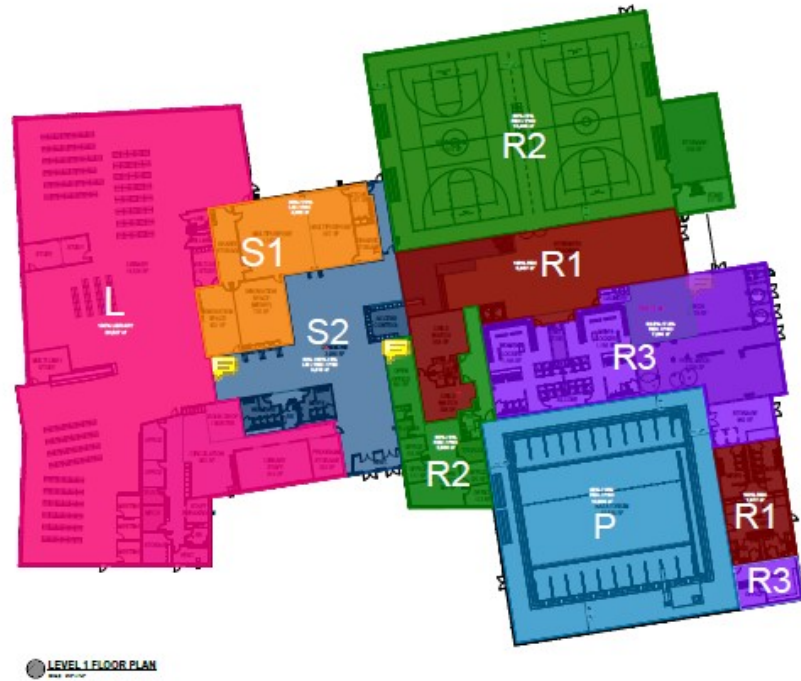
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Level 2 - Schematic floor
Plan

A102



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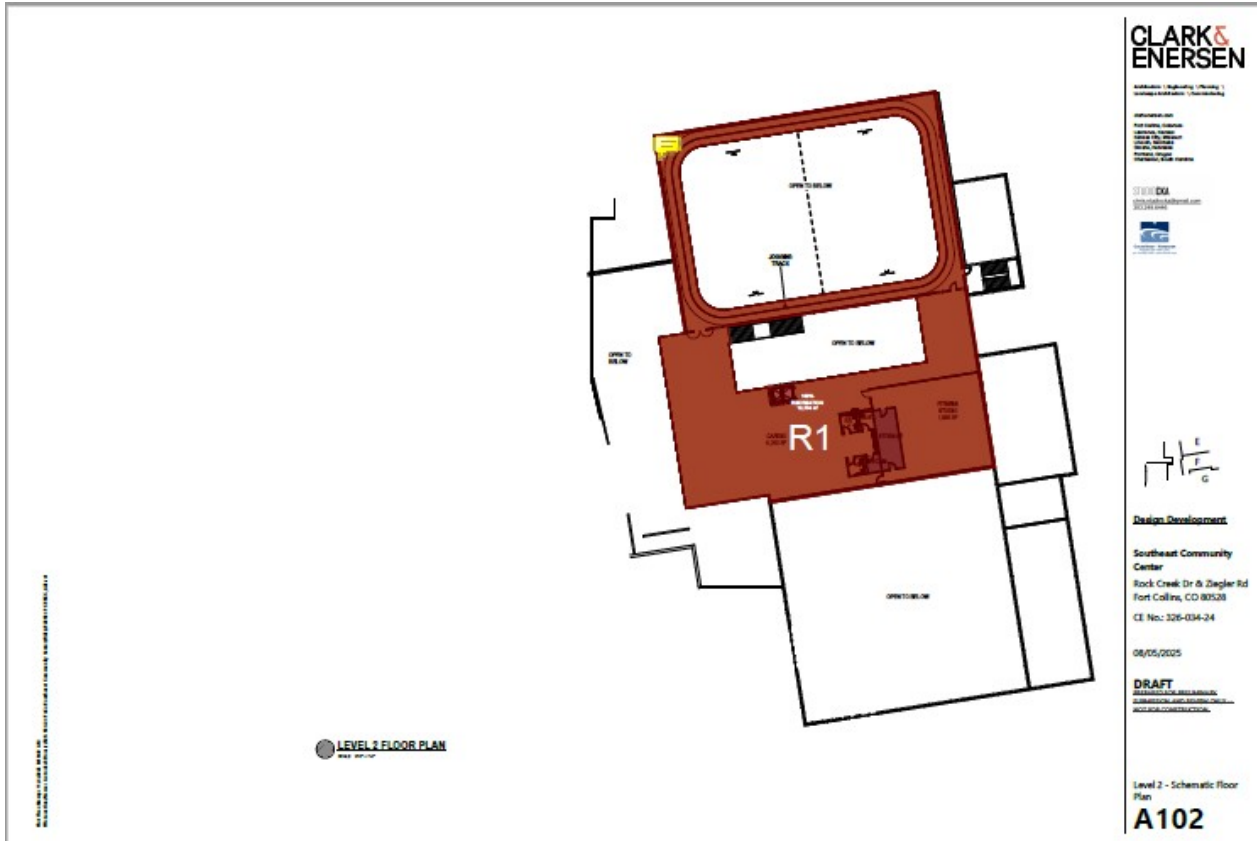
Key Plan

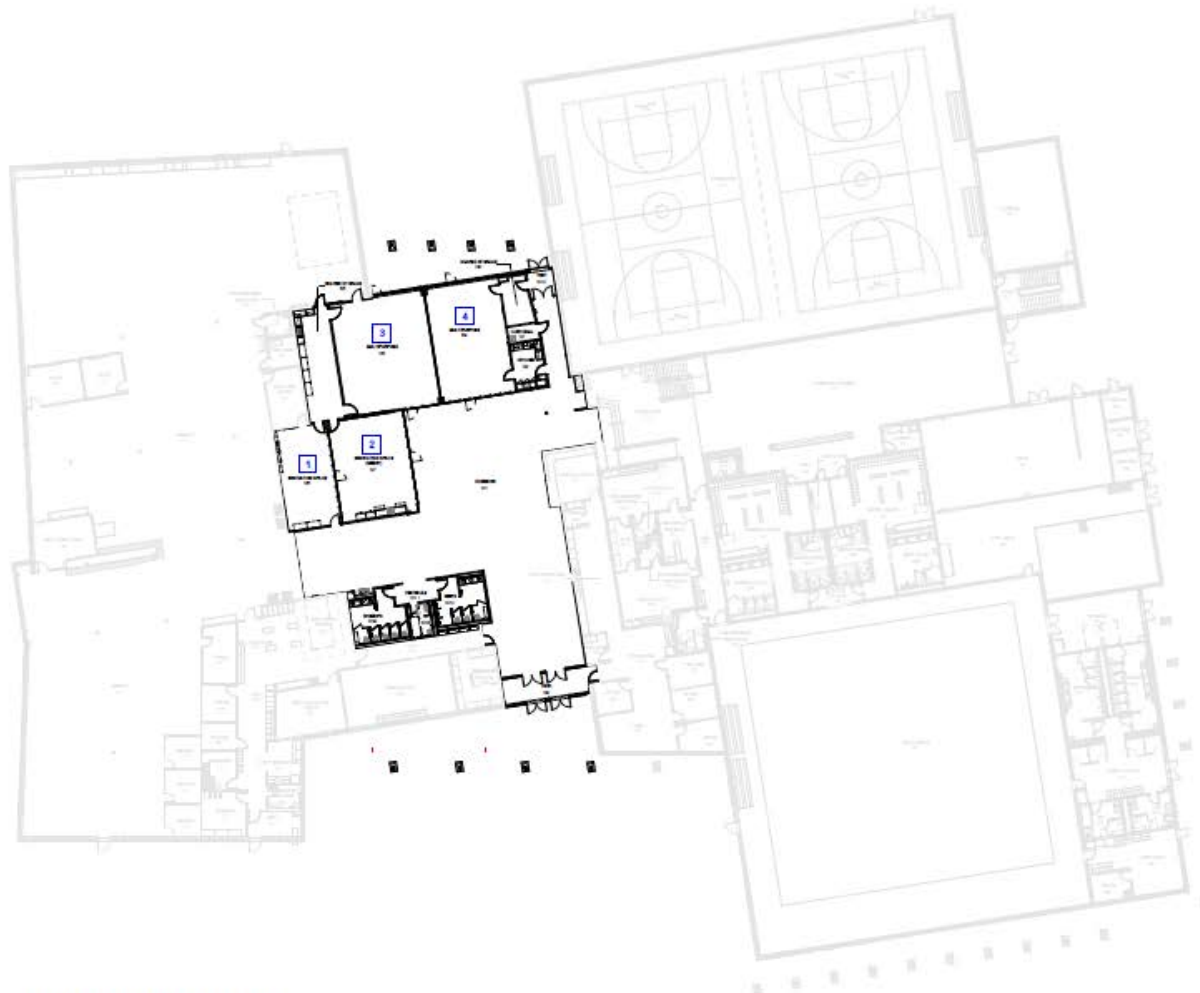
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Level 1 - Schematic Floor Plan
A101





1 MAIN LEVEL - OVERALL PLAN
SCALE: 3/8"=1'-0"

10/10/2025 10:00 AM 10/10/2025 10:00 AM 10/10/2025 10:00 AM 10/10/2025 10:00 AM 10/10/2025 10:00 AM 10/10/2025 10:00 AM 10/10/2025 10:00 AM 10/10/2025 10:00 AM 10/10/2025 10:00 AM 10/10/2025 10:00 AM

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**PDP/FDP Submittal -
 Round 2**

**Southeast Community
 Center**

Rock Creek Dr & Ziegler Rd
 Fort Collins, CO 80528

CE No.: 326-034-24

2/4/2026

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~~PREPARED FOR PROFESSIONAL REVIEW~~
~~FOR CONSTRUCTION~~
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Main Level - Overall

A1

EXHIBIT C
(the “Project Master Budget”)

Exhibit D
(the “Cost Sharing Matrix”)



City of Fort Collins / Poudre Library District
Southeast Community Center

Schematic Budget

Description:	Schematic Design Estimate									
Area	Library Spaces	Shared Spaces 1	Shared Spaces 2	Rec Spaces 1	Rec Spaces 2	Rec Spaces 3	Indoor Natatorium	Outdoor Pool	Site Work and Excavation	Right Turn Lane on Ziegler
Breakdown Percentages	0% Rec 100% Lib 0% PSD	70% Rec 30% Lib 0% PSD	65% Re 30% Lib 5% PSD	100% Rec 0% Lib 0% PSD	95% Rec 0% Lib 5% PSD	92.5% Rec 0% Lib 7.5% PSD	85% Rec 0% Lib 15% PSD	100% Rec 0% Lib 0% PSD	65% Rec 30% Lib 5% PSD	65% Rec 30% Lib 5% PSD

Exhibit E
(the “Library District Payment Schedule”)

**City of Fort Collins - Southeast Community Center
Poudre Library Payment Schedule**

Principal	\$ 23,000,000
Origination Date	12/31/2024
Payment Terms	Monthly

Payment Schedule

#	Payment Date	Payment	Principal Balance Remaining	Total Payment By Year	
-	12/31/2024	-	\$ 23,000,000		
1	12/31/2024	96,340	22,903,660	\$ 96,340	2024
2	12/31/2025	390,140	22,513,520	\$ 390,140	2025
3	1/1/2026	-	22,513,520		
4	2/1/2026	2,680	22,510,840		
5	3/1/2026	-	22,510,840		
6	4/1/2026	15,000	22,495,840		
7	5/1/2026	1,000,000	21,495,840		
8	6/1/2026	1,000,000	20,495,840		
9	7/1/2026	1,000,000	19,495,840		
10	8/1/2026	1,000,000	18,495,840		
11	9/1/2026	1,500,000	16,995,840		
12	10/1/2026	1,500,000	15,495,840		
13	11/1/2026	1,500,000	13,995,840		
14	12/1/2026	2,087,210	11,908,630	\$ 10,604,890	2026
15	1/1/2027	2,000,000	9,908,630		
16	2/1/2027	2,000,000	7,908,630		
17	3/1/2027	1,500,000	6,408,630		
18	4/1/2027	1,500,000	4,908,630		
19	5/1/2027	1,000,000	3,908,630		
20	6/1/2027	1,000,000	2,908,630		
21	7/1/2027	1,000,000	1,908,630		
22	8/1/2027	1,000,000	908,630		
23	9/1/2027	500,000	408,630		
24	10/1/2027	408,630	-		
25	11/1/2027	-	-		
26	12/1/2027	-	-	11,908,630	2027
		\$ 23,000,000		\$ 23,000,000	