

**INTERGOVERNMENTAL AGREEMENT  
REGARDING THE RENOVATION AND REDEVELOPMENT  
OF EAST MULBERRY STREET ALLEY AND CHESTNUT STREET ALLEY**

This INTERGOVERNMENTAL AGREEMENT REGARDING THE RENOVATION AND REDEVELOPMENT OF EAST MULBERRY STREET ALLEY AND CHESTNUT STREET ALLEY (“IGA”) is made and executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the CITY OF FORT COLLINS, COLORADO, a municipal corporation (the “City”), and the FORT COLLINS, COLORADO, DOWNTOWN DEVELOPMENT AUTHORITY, a body corporate and politic (the “DDA”).

WITNESSETH:

WHEREAS, Article II, Section 16 of the City Charter empowers the City Council of the City, by ordinance or resolution, to enter into contracts with other governmental bodies to furnish governmental services and make charges for such services or enter into cooperative or joint activities with other governmental bodies;

WHEREAS, C.R.S. §29-1-203 also provides that governments may cooperate or contract with one another to provide certain services or facilities when such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve;

WHEREAS, pursuant to C.R.S. §31-25-808, the DDA has authority to make public improvements which benefit those downtown areas of Fort Collins within its boundaries;

WHEREAS, pursuant to C.R.S. §31-25-808, the DDA is empowered to cooperate with the City, to enter into contracts with the City and to make or receive from the City grants, contributions and loans;

WHEREAS, on January 10, 2008, the Board of Directors of the DDA (the “DDA Board”), commissioned Russell +Mills Studios (“R+M”) to prepare a Master Plan for Downtown Alleys and Integrated Walkways for the redevelopment of designated alleys within the boundaries of the DDA (the “Master Plan”);

WHEREAS, the purpose of the Master Plan was to propose improvements to certain alleyways located in or adjacent to the DDA’s boundaries to address deterioration, safety, parking, incompatibility of modes of travel and trash collection practices, leading to a more visually pleasing appearance in the alleyways and a “shared street” concept whereby the alleyways would be more conducive to vehicle, pedestrian and bicycle traffic, and provide greater connectivity

between Fort Collins Downtown, the Colorado State University campus and the Fort Collins River District;

WHEREAS, on May 18, 2010, the Fort Collins City Council adopted Resolution 2010-027 authorizing the City Manager to execute the intergovernmental agreement by and between the City and the DDA relating to the construction, operation and maintenance of the Montezuma Fuller Alley and Old Firehouse Alley improvements (the “2010 IGA”);

WHEREAS, on February 1, 2011, the Fort Collins City Council adopted Resolution 2011-006 authorizing the City Manager to execute a separate IGA with the DDA relating to the construction, operation and maintenance of the West Myrtle Alley (the “2011 IGA”);

WHEREAS, in 2014 the DDA and the City negotiated and agreed upon that certain “Intergovernmental Agreement Regarding Maintenance of Certain Downtown Alleys”, under which the DDA pays the City to perform certain maintenance services within the alleys redeveloped under the 2010 IGA and 2011 IGA (the “Maintenance IGA”);

WHEREAS, on May 1, 2018, the Fort Collin City Council adopted Resolution 2018-042, authorizing the City Manager to execute an IGA with the DDA relating to the construction, operation and maintenance of the Old Firehouse Alley/Seckner Alley and West Mountain Alley (the “2018 IGA”);

Whereas, on January 5, 2021, the Fort Collins City Council adopted Resolution 2021-001, authorizing the City Manager to execute an IGA with the DDA relating to the construction, operation and maintenance of Tenney Court North Alley & West Oak Street Alley (the “2021 IGA”);

WHEREAS, on June 15, 2021, the Fort Collins City Council adopted Resolution 2021-068, authorizing the City Manager to execute an amendment to the 2021 IGA with the DDA relating to the construction, operation and maintenance of certain Alley Enhancement on City-owned property abutting Tenney Court North Alley (the “2021 IGA Amendment”);

Whereas, on January 20, 2023, the Fort Collins City Council adopted Resolution 2023-008, authorizing the City Manager to execute an IGA with the DDA relating to the construction, operation and maintenance of West Olive Street Alley, Harper Goff Alley, and East Myrtle Street Alley (the “2023 IGA”);

WHEREAS, subsequent to execution of this IGA, the DDA and the City intend to execute a new intergovernmental agreement superseding the Maintenance IGA, which will include the

alleys redeveloped under the 2018 IGA, the 2021 IGA, the 2021 IGA Amendment, the 2023 IGA, and this IGA;

WHEREAS, on October 10, 2019, the DDA Board approved the redevelopment in 2025 of East Mulberry Street Alley and Chestnut Street Alley, as depicted on **Exhibit A**, consisting of two (2) pages, attached hereto and incorporated herein by this reference (the “Alleys”)

WHEREAS, on March 14, 2024, the DDA Board commissioned RVI Planning+Landscape Architecture, Inc., to prepare plans and specifications for renovation of the Alleys;

WHEREAS, the City and DDA have formulated and agreed upon a basis of design, dated November 2024, to clarify design expectations for redevelopment of the Alleys and to serve as a foundation for design expectations for future alley enhancement projects in downtown Fort Collins, which consists of seven (7) pages and is attached hereto and incorporated herein by this reference as **Exhibit B** (“Basis of Design”);

WHEREAS, the construction plans, entitled “Fort Collins Downtown Alleys-East Mulberry Street Alley and Chestnut Street Alley,” dated October 22, 2024, are currently at sixty percent (60%) completion and will be brought to one hundred percent (100%) completion with the assistance of the Contractor (as “Contractor” is defined in Section 3.3 below);

WHEREAS, once completed, the construction plans will be subject to approval by the City in accordance with the City’s Capital Projects Review process and, upon such approval, the construction plans will be on file in the offices of the DDA and with the Engineering Department of the City (the “Construction Plans” or “Alley Enhancements”);

WHEREAS, the Alleys are in need of substantial renovation and redevelopment, and the Alley Enhancements will provide aesthetic and economic benefits to the area encompassed by the DDA, and to the City as a whole;

WHEREAS, the Alley Enhancements will be designed and constructed in accordance with the Basis of Design, current Larimer County Urban Area Street Standards, and the Construction Plans, as approved through the City’s Capital Projects Review process;

WHEREAS, the City is the owner of the right-of-way within the Alleys (the “ROW”);

WHEREAS, on March 21, 2017, the City adopted the Downtown Plan which supports development of an integrated pedestrian network consisting of alleyways;

WHEREAS, the construction of the Alley Enhancements (the “Alley Enhancement Project”) is consistent with and in furtherance of the Downtown Plan;

WHEREAS, the DDA will contract with the Contractor for, and manage the construction of, the Alley Enhancements, will pay the costs associated with construction of the Alley Enhancements, and upon their completion, will be responsible for certain maintenance and repair obligation in relation thereto;

WHEREAS, the City desires to participate in the Alley Enhancement Project by permitting the construction of the Alley Enhancements within the ROW, as more fully set forth herein below;

WHEREAS, the City and the DDA desire to enter into this IGA to memorialize their respective rights and obligations in connection with the Alley Enhancement Project, as well as their long-term obligations relating to the Alley Enhancements;

WHEREAS, the DDA Board, on \_\_\_\_\_ determined that this IGA is consistent with and in furtherance of the goals and purposes of the DDA and thereupon approved the terms of this IGA and authorized its board chair to execute it; and

WHEREAS, the City Council by adoption of this Resolution, has determined that this IGA is consistent with and in furtherance of the goals and purposes of the City and the DDA and thereupon approved the terms of this IGA and authorized the City Manager to execute it.

NOW, THEREFORE, in consideration of the mutual promises and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Term. The term of this IGA shall begin upon execution and shall continue through the termination of the existing Tax Increment Financing in place for the DDA (i.e. January 1, 2032), or the termination of the DDA, whichever first occurs.

2. Mutual Benefit of Alley Enhancement Project. The parties hereto acknowledge that the Alley Enhancement Project will provide significant benefits to both the DDA and the City. The parties further acknowledge the special relationship between the City and the DDA and the importance of mutually implementing the Downtown Plan through efforts such as the Alley Enhancement Project. In consideration thereof, the DDA and the City agree that they will work cooperatively together in good faith to fulfill the purposes of this IGA and to equitably resolve any issues arising hereunder in order to complete the Alley Enhancement Project in accordance with the desires and intentions of the parties and the requirements, standards and procedures applicable to construction of public improvements within the ROW.

3. Construction of Alley Enhancements.
- 3.1 City Approval of 100% Complete Construction Plans. The DDA acknowledges and agrees that the Construction Plans, once completed, are subject to approval through the City’s Capital Projects Review process before the DDA is authorized to construct the Alley Enhancements in accordance with Section 3.2 below.
- 3.2 Authorization to Construct Alley Enhancements, Construction Standards. The City authorizes the DDA to construct the Alley Enhancements. The Alley Enhancements shall be constructed in accordance with the Construction Plans, the Basis of Design, and all adopted and applicable City standards and requirements for public rights-of-way; provided, however, that the DDA is authorized to deviate from the Construction Plans to the extent permitted by the Basis of Design or applicable City standards. Except as authorized herein, all changes to the Construction Plans must be approved by the City.
- 3.3 Selection of Contractor. By intergovernmental agreement entitled “Intergovernmental Agreement for the Provision of Administrative Support Services” dated August 18, 2008, the City agreed to provide competitive bidding services to the DDA through the City’s Purchasing Department. The contractor who will be completing the Alley Enhancements, J-2 Contracting Company (the “Contractor”), was selected in 2024 through a competitive sealed proposal bidding process cooperatively managed by the DDA and the City’s Purchasing Department.
- 3.4 Construction Contract. The contract for construction services for the Alley Enhancements (the “Construction Contract”) shall be between the DDA and the Contractor. The DDA agrees to utilize as the form for the Construction Contract the contract documents the City utilizes for a construction manager/general contractor for its own capital improvement projects (including all general conditions and standards). The indemnification provision in the Construction Contract shall extend to both the DDA and the City, and the City shall be identified as a third-party beneficiary of such contract for the limited purpose of enforcing such indemnification obligation. The DDA shall be responsible for making all payments legally due to the Contractor pursuant to the Construction Contract. The DDA shall further be responsible for performing all administrative and management services related to the Construction Contract, and shall do so in a timely and diligent manner.
- 3.5 Construction Engineer and Management. The DDA agrees to contract with a professional engineering company reasonably acceptable to the City to serve as project engineer and construction manager for the Alley Enhancement Project. The

City acknowledges that the DDA has contracted with Ditesco, LLC, to provide such services, and that Ditesco, LLC, is acceptable to the City.

- 3.6 Acquisition of Easements and Permits. The DDA shall be responsible for acquiring all easements and permits necessary for the Alley Enhancement Project, including temporary construction easements and permits for staging.
- 3.7 As-Built Drawings and Engineering Certification Letter. The DDA shall provide to the City true and correct copies of the as-built drawings and the engineering certification letter for the Alley Enhancements to the City in accordance with Section 7 below within thirty (30) days of completion of the Alley Enhancement Project.
- 3.8 No City Liability for Construction Contract. The DDA acknowledges and agrees that the City shall not have any financial or other liability for construction of the Alley Enhancements under the Construction Contract, construction management contract, or for permits, easements or other requirements of the Alley Enhancement Project.
- 3.9 Insurance. The DDA shall require that the Contractor obtain and maintain insurance in customary industry amounts satisfactory to the DDA and the City, and both the DDA and the City shall be added as additional insureds on such insurance policies.

4. DDA's Ongoing Maintenance/Repair Obligations of Alley Enhancements. Through the term of this IGA, the DDA, at its sole cost and expense, shall be responsible for performing the following maintenance and repairs associated with the Alley Enhancements:

- 4.1 General Maintenance and Repairs. The DDA shall be responsible for maintaining the Alley Enhancements at a level generally consistent with how it maintains previously renovated downtown alleys, as described in **Exhibit C**, consisting of one (1) page, attached hereto and incorporated herein by this reference (the "Scope of Maintenance Obligations"). The parties acknowledge that reasonable adjustments to the Scope of Maintenance Obligations shall be made from time to time based upon the usage of and experience in maintaining the Alleys in their improved condition. Such obligation shall not extend to renovating, rebuilding, upgrading, or modernizing any of the Alley Enhancements, but shall include replacement of materials or installed features as required to preserve the overall Alley Enhancements in a condition reasonable given the age and normal use of the Alley Enhancements.
- 4.2 Plants and Flowers. The DDA shall provide all flowers and ornamental plants for the planters and planting areas created by the Alley Enhancements, as well as funding for all labor associated with planting and maintaining such flowers and plants.
- 4.3 Snow Removal. The DDA shall provide for snow removal from the ROW.

4.4 Utility Costs Related to Alley Enhancements. The parties acknowledge that the Construction Plans will call for installation of water and electrical meters (the “Utility Meters”) for the following purposes related to the following Alley Enhancements: (a) to provide electricity to the lights; (b) to provide electricity to the electrical outlets located within the Alleys; and (c) for irrigation of the plants and flowers located in the planters and planter areas. The DDA shall be responsible for the cost of the utilities originating at the Utility Meters, subject to the following limitations: (a) the City shall make reasonable efforts to ensure that the lights are not turned on until after dusk and are turned off prior to dawn; and (b) the City shall not make use of the power or water originating at the Utility Meters for any purpose, except as otherwise provided in this IGA.

5. City Obligations Regarding the Alley Enhancements. The City agrees to the following obligations in relation to the Alley Enhancements for the term of this IGA:

5.1 General. The City shall make those repairs to the Alley Enhancements to the extent they are necessary directly as a result of:

- (a) A negligent, reckless or intentional act or omission of the City, its employees, agents or contractors;
- (b) An act or omission of a City permittee, licensee, franchisee, where the City has already received compensation from such person for the act or omission requiring repairs to the Alley Enhancements; or
- (c) A criminal or tortious act of any third party, and such third party has made such repairs or paid the City for such repairs.

5.2 Third-Party Compensation. In the event that the DDA repairs any Alley Enhancement and, subsequent to such payment by the DDA, the City for any reason whatsoever receives compensation for such repairs from any third party, then the City shall pay to the DDA the amount received from such third party up to the amount of the DDA’s costs and expenses to provide for such repair.

5.3 Claims Against Others for Repair. In the event that the City has a valid claim against a City permittee, licensee, or franchisee, entitling the City to require repair to the Alley Enhancements or correction of a defect therein, the City shall reasonably evaluate the strength of such claim and the potential costs of asserting it, and determine whether to assert such claim, at law or in equity.

5.4 Notices to DDA and Parks Maintenance. The City’s Engineering Department has adopted policies and procedures concerning work in redeveloped alleys, which

include a process to timely notify the DDA and the City Parks and Recreation Division of proposed work in such alleys that may disturb Alley Enhancements. The City agrees to maintain this notification process policy during the term of this IGA.

5.5 *Vendor Permits, Concessionaire Licenses.* In the event the City issues a vendor's permit, concessionaire's license, or other license or permit used for similar purpose, within the Alleys, then the City shall require as a condition of any such permit or license that such user shall be responsible for keeping the area covered by the permit or license in a clean and neat condition, free of litter, soils and rubbish, and for returning such area to the condition which existed prior to the permittee's or licensee's use thereof, including repairing damaged pavers in accordance with Section 5 hereof.

5.6 *Special Conditions on Repair and Replacement of Pavers.*

5.6.1 *Repair or Replacement by the City.* In the event that the City undertakes repair or replacement of any damaged pavers within the ROW, the City agrees that it shall conduct such repair and/or replacement in accordance with the manufacturer's specifications (the "Paver Specification Sheet"), and that it shall replace missing or irreparably damaged pavers with new pavers. The City agrees that it shall not repair or replace missing or damaged pavers with other road base materials such as asphalt or concrete. Copies of the Paver Specification Sheet shall be kept on file with the DDA and in the Engineering Department of the City with the as-built drawings for the Alley Enhancements. Provided that the requirements of this Section 5.6.1 have been satisfied, the DDA agrees to reimburse the City for its costs in repairing or replacing pavers in the Alleys.

5.6.2 *Excavation and Building Permittees.*

(a) Pursuant to its adopted policies and procedures, the City shall provide to any person or entity who applies for or inquires about a building or excavation permit within the Alley affecting the Alley Enhancements an information pamphlet advising the prospective permittee of the special nature of the paver improvements within the Alleys ("Paver Information Pamphlet") and a copy of the Paver Specification Sheet.

(b) To the extent permitted by Section 23.20(c) of the City's Municipal Code, as a condition of any such building or excavation permit, the permittee, upon completing work in the Alleys affecting the Alley Enhancements, shall be required to return the Alley Enhancements to the state and condition which existed prior to the permittee's work in the Alleys, including, by way of



example and not of limitation, repairing or replacing any pavers that it damages consistent with the Paver Specification Sheet. The City agrees to make reasonable and good faith efforts to enforce such permit condition against any and all permittees.

5.6.3 *Utility Providers, Franchisees and Other Persons.* To the extent permitted by law, the City agrees to take reasonable measures to ensure that third parties who will be engaging in activities in the Alleys of a type or nature which could reasonably be capable of causing damage to the pavers, but who may not be required to obtain a permit before conducting such activities (e.g. franchisees and utility providers), are provided with the Paver Information Pamphlet and the Paver Specification Sheet, and that such third parties are required to repair or replace damaged pavers in accordance with the Paver Specification Sheet.

6. City Ownership of ROW and Alley Enhancements. The ROW shall remain the sole property of the City. The DDA shall not acquire any property interest in or to the ROW pursuant to or as a result of this IGA, nor shall the DDA have any obligations with respect to the ROW, beyond those obligations specifically identified herein. Upon acceptance thereof, the City shall own all of the Alley Enhancements constructed within the ROW, which the parties acknowledge does not include, by way of example and without limitation, the consolidated trash enclosures and other fixtures constructed on adjacent private property, which shall be owned and operated by the DDA.

7. Notices. All notices to be given to parties hereunder shall be in writing and shall be sent by certified mail to the addresses specified below:

If to the DDA:                                   The Fort Collins, Colorado,  
Downtown Development Authority  
Attn: Executive Director  
19 Old Town Square, Suite 230  
Fort Collins, CO 80524

With a copy to:                                   Liley Law, LLC  
Attn: Joshua C. Liley  
2627 Redwing Road, Suite 342  
Fort Collins, CO 80526

If to the City:                                   City of Fort Collins  
Attn: Director of Infrastructure Services/City Engineer  
281 N. College Avenue

Fort Collins, CO 80524;

With a copy to: City Attorney's Office  
Attn: City Attorney  
300 Laporte Avenue  
Fort Collins, CO 80521

8. Governing Law. This IGA shall be governed by, and its terms construed under the laws of the State of Colorado.

9. No Third-Party Beneficiaries. It is the mutual intent of the parties hereto that this IGA shall inure to the benefit of only the parties hereto. Accordingly, nothing in this IGA shall be construed as creating any right or entitlement which inures to the benefit of any third party.

10. Annual Appropriation. All financial obligations of the City or the DDA arising under this IGA that are payable after the current fiscal year are contingent upon funds for that purpose being annually appropriated, budgeted and otherwise made available by the City Council of the City, in its discretion, and/or the Board of Directors of the DDA, in its discretion, as applicable.

11. Benefit, Binding Effect, Covenant. The parties hereto recognize that there are legal constraints imposed upon them by the constitution, statutes, and rules and regulations of the State of Colorado and of the United States, and imposed upon them by their respective governing statutes, charters, ordinances, rules and regulations, and that, subject to such constraints, the parties intend to carry out the terms and conditions of this IGA. Notwithstanding any other provision of this IGA to the contrary, in no event shall either of the parties be obligated hereunder to exercise any power or take any action that is prohibited by applicable law. Whenever possible, each provision of this IGA shall be interpreted in such a manner so as to be effective and valid under applicable law.

12. Liability, Governmental Immunity. Each party hereto agrees to be responsible for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent allowed by law. Liability of the parties hereto is at all times herein strictly limited and controlled by the provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq. as now or hereafter amended. Nothing in this IGA shall be construed as a waiver of the protections of said Act.

13. Remedies. In the event a party has defaulted in the performance of any of its obligations under this IGA, the non-defaulting party shall give notice of such default to the defaulting party and the defaulting party shall have a period of thirty (30) 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) require specific performance; or (c) avail themselves of any other remedy at law or equity.

14. Counterparts. This IGA may be signed by the parties, electronically or otherwise, in counterparts.

IN WITNESS WHEREOF, the parties have executed this IGA the day and year first above written.

CITY OF FORT COLLINS, COLORADO,  
a municipal corporation

By: \_\_\_\_\_  
Kelly DiMartino, City Manager

ATTEST:

\_\_\_\_\_  
Delynn Coldiron, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Jenny Lopez Filkins, Senior Deputy City Attorney

FORT COLLINS, COLORADO,  
DOWNTOWN DEVELOPMENT  
AUTHORITY, a body corporate and politic

By: \_\_\_\_\_  
David Lingle, Chair

ATTEST:

\_\_\_\_\_  
Cheryl Zimlich, Secretary

# Exhibit A Alley Depictions



# Exhibit A

## Alley Depictions



# Alley Basis of Design

## BASIS OF DESIGN

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# Downtown Alley Enhancements Basis of Design

**PREPARED FOR:** City of Fort Collins

**PREPARED BY:** Keith Meyer, PE/Ditesco

**REVIEWED BY:** Todd Dangerfield/DDA

**DATE:** Original February 2011  
Updated: July 2017, November 2020, August 2022  
November 2024

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## Background

The purpose of this Basis of Design is to document the design and construction standards used by the Fort Collins Downtown Development Authority (DDA) to improve public right of way in various alleys throughout the City of Fort Collins downtown. Specifically, this document outlines and highlights the standards that are modified or altered from Larimer County Urban Area Street Standards (LCUASS) and other adopted standards in Fort Collins. This document further creates a foundation for all alley improvements contemplated under the *Downtown Alley Masterplan, December 1, 2008*.

The Downtown Alley Enhancements improve public right of way but use a variety of architectural construction techniques not currently recognized by governing standards such as LCUASS. As such, this Basis of Design highlights unique design concepts and outlines special standards to which the alleys are designed and constructed. Finally, this document is a tool for City officials to assist in review and approval of concepts proposed currently outside of recognized standards and to provide the DDA/City design and review teams with a clear understanding of mutual expectations from the outset of the design process.

## Design Criteria and Applicability to Land Use Code

The design criteria generally used to design and construct the Downtown Alley Enhancement projects are summarized below. As noted above, these are provided to better the understanding of improving the alley spaces allowing design flexibility to challenging utility and transportation corridors. Additional construction details are also provided in the Fort Collins Downtown Development Authority Downtown Alley Enhancement Standards.

The Fort Collins DDA was created and established pursuant to Title 31, Article 25, Part 8, C.R.S. The DDA exists to leverage tax increment financing to improve public spaces and encourage redevelopment in the central business district. To allow much of what the DDA does in the downtown district to become reality, the City’s Land Use Code (LUC) Section 5.1.2 Definitions, Development, Part (2)(a), notes the DDA is exempt from the definition of “development” for work it performs in the DDA district if improvements are agreed to in writing by the City. As such, since 2010, the DDA has participated in the City’s capital project review process. This process has been similar to what internal City capital projects follow through engagement of each affected City department.

## Architectural Design

The architectural design for the Downtown Alley Enhancements focuses on themes for each alley improvement area drawing on adjacent land uses and architectural concepts. For example, the alleys nearer to Old Town have a historic theme while alleys closer to Colorado State University draw inspiration from the university setting. Overall, the architectural concepts are meant to enhance the local character and provide for enhanced pedestrian uses of the alley spaces. Additional architectural goals include encouraging outdoor uses, inspiring redevelopment on adjacent private land, creating festive spaces using special lighting, ensuring emergency access where applicable, creating special trash collection strategies for each alley and implementing shared street models to allow vehicular access, including business deliveries and trash haulers, in a controlled and integrated manner. The standards are outlined below in **Table 1**.

**TABLE 1**  
Architectural Design Criteria

Category	Manufacturer or Item	Standard
Brick Paving	Traffic rated system (Keystone / Pavestone or equal)	Min. 3-1/8” paver, 7,000 psi
	Paver bedding Paver anchoring sand	ASTM C33 sand – min 1” depth Polymeric
Flatwork	Architectural concrete (colored or sandscape consistent with GID standards or other)	Min. 6” thick; 4,000 psi fibermesh optional (pedestrian use only)
Site Furnishings	Benches or seating	Powder Coated steel or custom concrete



**TABLE 1**  
Architectural Design Criteria

Category	Manufacturer or Item	Standard
	Planter Pots	Precast Concrete w/ irrigation capability
	Custom shade structures or screens	Powder Coated Steel, Cor-Ten or Carbon Steel
	Bollards	Steel or Stainless Steel with modified mounting detail
Landscape Plantings	Low water use Grasses, Perennials in beds	By landscape architect
	Annuals in Hanging baskets and Pots	By Parks Dept.
	Trees	2" caliper (nominal)
Columns	Concrete Masonry Block w/ Brick Facing – Robinson Brick or equal	Internal masonry block; reinforced with spread footing (IBC 2021 or latest version with local amendments)
Art	Custom artwork designed by landscape architect, architect or artist	By professional

## Civil Engineering Design

Civil Engineering design criteria for the Downtown Alley Enhancements are focused on rehabilitation of existing paved surfaces. The overall intent is to maintain existing traffic loading, paving, drainage and utility conditions to the greatest extent possible. Where applicable, drainage and paving site conditions are being improved to meet architectural design conditions or improve overall operations and maintenance. The civil engineering standards presented below in **Table 2** are indicative of urban design retrofit conditions where numerous design constraints exist.

**TABLE 2**  
Civil Design Criteria

Category	Manufacturer or Item	Standard
Design Speed	Vehicular	< 20 mph
Site Distance	Stopping Sight Distance	< 100-ft
	Corner Sight Distance	0-ft (all stop condition)
Slope	Longitudinal Slope	Min. 0.50%; Max. 4.0%

**TABLE 2**  
Civil Design Criteria

Category	Manufacturer or Item	Standard
	Max. grade break without vertical curve	1%
	Min. vertical curve length	50-ft
	Min. cross slope	1%
	Max. cross slope	4%
	Max. cross slope for sidewalks (pedestrian use)	2% where achievable to meet existing site constraints
Brick Paving	Traffic rated system (Keystone, Pavestone or equal)	Min. 3-1/8" paver, 7,000 psi
Brick Paving - Subbase	Subbase under paving system if concrete is not used	Min. 18" CDOT CL 5 or 6 ABC
Concrete Paving	Traffic bearing – beneath brick paving system	Min. 5" thick, 4,000 psi
	Pedestrian concrete (colored or sandscape consistent with GID standards or other)	Min. 6" thick; 4,000 psi fibermesh optional
Structural Concrete	Foundation support (light poles, columns, other as needed)	Min. 3,500 psi mild reinforcement
Drainage	Maintain historical drainage patterns	Match existing conditions
	New subsurface system (if needed)	10-year design storm (developed condition if known)
	Detention	None
	Water quality/Low Impact Development	None. Match existing conditions.
	Drain Pan (cross section)	2-ft min. width 1" per 12" of pan width (as applicable)
Traffic	Traffic flow and distribution	Maintain existing conditions close alleys to vehicular traffic where applicable
	Travel way/lane width	Min. 10-ft
Utilities	Electric bury depth (primary and secondary) Electric vertical separation to other utilities Conduit	Min. 2-ft Min. 0" SCH 40 per City Light and Power standards
	Storm Drainage Pipe Storm Pipe (shallow bury)	RCP CL III or IV DIP CL 350 (encased)

**TABLE 2**  
Civil Design Criteria

Category	Manufacturer or Item	Standard
	Storm bury depth	Min. 1-ft
	Storm vertical separation to other utilities	Min. 0"
	Sewer Pipe	SDR 35
	Sewer bury depth	Min. 4.5-ft
	Sewer vertical separation	18" (encased if over water)
	Water Pipe	DIP CL 350; C900 DR 14 or 18
	Water bury depth	4.5-ft
	Water vertical separation	18"
	Horizontal separation (all utilities)	0-ft min. separation distances do not apply. May have joint trench conditions
	Dry utilities (private)	Per private standards
	Xcel Energy	
	Comcast	
	Lumen	
	Other	
	Trench Backfill (all utilities in public right of way)	Flowfill/CLSM – 50-100 psi

## Electrical Design

The electrical design conditions are unique to each alley improvement largely based upon site considerations such as architectural theme, intensity of use, vehicular conflict conditions, coordination with art and accents with landscape design. The current International Building, National Electric and Fire Protection Codes dictate standards for review of the lighting system, control panels and breakers. The electrical systems for each alley are designed to be independent with separate private meters. The overall lighting goal is to provide a unique design that creates a festive, safe and interesting space encouraging increased alley use, year-round. Standards related to the Alley Enhancements are provided below in **Table 3**.

**TABLE 3**  
Electrical Design Criteria

Category	Manufacturer or Item	Standard
Governing Code	National Electric Code (latest edition) National Fire Protection Assoc. (latest edition)	Varies
Light Poles	Holophane SiteLink Poles; Vehicle Impact Considerations – Steel or Cast Iron or Aluminum	Type to be determined based upon architectural theme and conditions Provide optional power outlet at top of each pole

**TABLE 3**  
Electrical Design Criteria

Category	Manufacturer or Item	Standard
Light Fixture	Partial to Full Cut-off; Fixtures vary; LED	Pedestrian Height – 12'-16'
Festoon Lights	American Lighting, Primus or equal	24" O.C., LED fixtures, Screw-in type, 14' Min Clearance UL Listing for wet locations Shatterproof lenses Commercial grade
Lighting Control	Varies Astronomical Clock Central dimming controls in lighting cabinet	Integral motion sensing and dimming at each fixture; infrared control
Lighting Panel	Custom built Hoffman enclosure or equal Includes: Irrigation controller, lighting controls, lighting panel, camera switch/POE Approx. size – 4'x6'x18"	NEMA 4 enclosure Segregated wire tray; high voltage Exterior meter socket and disconnect, vented
Meter Pedestal	City of Fort Collins Light and Power standards	Cold sequenced
Light Levels	None	Min. 1 ft-candle

## Irrigation Design

The irrigation design standards are derived directly from the City of Fort Collins Parks and Recreation standards. Here, the Parks Department is currently contracted to maintain the alley irrigation system and, as such, the DDA has adopted their internal construction standards. These standards are routinely modified and updated directly with Parks Department staff. General standards are provided below in **Table 4**.

**TABLE 4**  
Irrigation Design Criteria

Category	Manufacturer or Item	Standard
Governing Code	National Plumbing Code (latest edition) National Electric Code (NEC – latest edition)	None
Design	Pressure/Flow (3/4" service)	60 psi 10 gpm
Distribution	Mainline Pipe	Class 200, SDR 21
	Lateral Pipe	SCH 40, pressure class 200
	Sleeving	SCH 40 (UV resistant)
	Sleeving (across roadways/alleyways)	SCH 80

**TABLE 4**  
Irrigation Design Criteria

<b>Category</b>	<b>Manufacturer or Item</b>	<b>Standard</b>
Controller	WeatherTrak, Hunter or Rainbird	ACC-99D (two wire)
Control Wire	Varies	14 AWG
Backflow Preventer	FEBCO, Apollo or equal	City of Fort Collins Standards
Drip emitters	Rainbird	XCZ Series
Tap	City of Fort Collins Utility Standards	Saddle tap with Mueller Corporation valve
Meter Set	Meter by City of Fort Collins Utilities	Current City standard
Curb Stop	Mueller or Ford	Current City standard
Service Line	City of Fort Collins Utility Standards	¾" Type K Copper
Valve Assembly	Rainbird or equal	PESB
Planter Pot and Light Pole Drip Lines	Rainbird or equal	Rainbird LDQ 08-06 drip line

## EXHIBIT C

### Scope of Maintenance Obligations

The DDA will perform, at its cost and expenses, all maintenance and repair required of Section 4 of the IGA for the Alley Enhancements installed under this IGA, which shall include the following tasks:

- 1. Routine Cleaning, Maintenance, and Operation.** Subject to the limitations set forth in Section 4 of the IGA, The DDA will maintain all Alley Enhancements in good condition and repair, including but not limited to maintaining the surface cleanliness of all murals, pavers and concrete surfaces, light standards, attachments, light and other fixtures, trash receptacles, cigarette receptacles, planters and benches. The DDA will provide a maximum of eight power washings per year for paver surfaces and any adjacent fixed infrastructure. The DDA will de-ice slippery areas after snow removal is performed. The DDA will repair and replace, as required in Section 4.1 of the IGA, all Alley Enhancements, including permanent and movable fixtures (such as benches and trash receptacles) and infrastructure (including pavers and concrete surfaces). The DDA will also repair or replace as necessary light bulbs, light fixtures and other electrical fixtures.
- 2. Flower Beds, Movable Planters, Hanging Baskets.** The DDA will design, purchase, install and provide routine maintenance of all plant materials, including seasonal plantings, water, fertilizer, and fall cleanup for beds, planters and hanging baskets included in the Alley Enhancements. Should the DDA install annual plants prior to May 15 (average date of last frost), the DDA will bear the cost of replacing annual plants damaged by frost, snow, ice or freezing temperatures. The DDA will also pay the cost of replacement required because of damage during special events scheduled in the Alleys, except for special events where an event promotor is contractually responsible for such damages.
- 3. Daily Litter Control.** The DDA will provide litter control and debris removal within the Alleys, except for special events where an event promotor is contractually responsible for cleanup.