

**INTERGOVERNMENTAL AGREEMENT REGARDING
A GRANT OF FUNDS FOR THE LINDEN STREET
INTERIM PARKING PROJECT**

This Intergovernmental Agreement (“Agreement”) is made and entered into on the date of last signature below, by and between the CITY OF FORT COLLINS, COLORADO, a Colorado municipal corporation (the “City”), and the FORT COLLINS, COLORADO, DOWNTOWN DEVELOPMENT AUTHORITY, a body corporate and politic (the “DDA”).

RECITALS:

A. Maintaining adequate levels of public parking within the boundaries of the DDA (the “DDA District”) is a matter of substantial concern to the DDA and the City.

B. The City and DDA have cooperated to fund, design, and ultimately construct improvements to Willow Street, between Linden Street and Lincoln Avenue, pursuant to a 2025 intergovernmental agreement between the City and the DDA (the “Willow Street Project”). This Willow Street capital project is nearing the 30% engineering and streetscape design stage, and the City anticipates starting construction in the autumn of 2027.

C. The Willow Street Project and an adjacent impending private development project (called “The Linden”) are anticipated to reduce public parking and disrupt access to the River District as a result of the construction processes.

D. The Willow Street Project and The Linden project are located within the DDA District.

E. Pursuant to C.R.S.§31-25-807(2)(d), the DDA Board of Directors has the power to plan and propose public facilities within the DDA District and, according to C.R.S.§31-25-802(8), public facilities specifically include parking facilities.

F. Pursuant to C.R.S.§31-25-808(1)(f), the DDA is empowered to cooperate with the municipality in which the authority is located and to enter into contracts with that municipality.

G. Pursuant to C.R.S.§31-25-808(1)(g), the DDA is empowered to make contributions, grants, and loans to the City that will further the statutory mission of the DDA.

H. 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.

I. 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.

J. The City and the DDA have partnered to mitigate the parking disruption that will be caused by the Willow Street Project and The Linden project by temporarily redesigning the parking on the southeast side of Linden Street between the Poudre River bridge and Buckingham Street (the “Project”), as depicted in **Exhibit A**, consisting of one (1) page, attached hereto and incorporated herein. The current parking is gravel parallel parking on the southeast side of Linden Street. The improvements will convert the existing parallel parking into gravel pull-in parking, and in the process, establish the subgrade needed to pave the pull-in parking with asphalt at a later date.

K. The City and DDA acknowledge that this Project will result in an interim condition, and the parties agree that it would be beneficial to downtown Fort Collins, and specifically the River District, to collaborate in the future on design options for permanent streetscape improvements (e.g. sidewalks, pedestrian lighting) for the Project area that would support the broader pedestrian goals of the downtown and to accommodate the access needs of future redevelopment occurring on parcels adjacent to the Project area.

L. The availability of adequate public parking will provide a substantial benefit to the DDA District, and the DDA desires to contribute a total of up to one hundred twelve thousand four hundred thirty-eight dollars (\$112,438) to the City for the Project.

M. The capital project this Project helps facilitate, the Willow Street Project, is intended to further and fulfill all adopted plans and guidelines of the City pertaining to the River District, including the City Plan, Transportation and Infrastructure Master Plan, Active Modes Plan, Downtown Plan, Parking Plan, River District Streetscape Improvements Project Plan, and the River Downtown Redevelopment Zone District Guidelines.

N. The DDA Plan of Development, approved on September 8, 1981, identifies maintaining adequate levels of parking as a purpose and objective of the DDA, and provides as a plan of development project creation of a “parking program to provide sufficient public parking to service all occupants and owners within the [DDA] District including, but not limited to the following...construction of parking garages and lots concentrating on areas of present parking deficiencies and such areas as may require parking facilities in connection with projects undertaken hereafter.”

O. The Project is consistent with the statutory goals and purposes of the DDA as set forth in C.R.S. §31-25-801, et seq., and the DDA’s Plan of Development and will further the mission of the DDA by increasing safety and improving traffic flow.

P. The DDA Board of Directors, at a meeting held on _____, 2026, approved the contribution to the City of up to one hundred twelve thousand four hundred thirty-eight dollars (\$112,438) for the Project.

Q. By Resolution 2026-103, the City Council of the City authorized the City Manager to execute this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties adopt and incorporate into this Agreement the foregoing recitals and agree as follows:

1. **Grant of DDA Funds.** Subject to the conditions in this section, the DDA shall reimburse the City for Project costs and expenses the sum of up to one hundred twelve thousand four hundred thirty-eight dollars (\$112,438) under, and subject to, the following terms and conditions:

- a. Grant of Funds Reimbursement of Project Costs and Expenses. The City Streets Department (the “Streets Department”) shall perform the work shown in Exhibit A. The Streets Department shall prepare billing statements and invoice the DDA for reimbursement once the work is complete, up to the sum of one hundred twelve thousand four hundred thirty-eight dollars (\$112,438) (the “Grant Funds”). Any such billing statement shall contain documentation sufficient for the DDA to determine that the costs and expenses for which the City is seeking reimbursement are eligible for reimbursement under Section 1(b) below.
- b. Grant Funds – Eligible Costs and Expense. The Grant Funds shall be available to reimburse the City solely for the following costs and expenses: (i) payments to the Streets Department for its performance of the work necessary to complete the Project; and (ii) to cover costs incurred by the City that are directly related to the Project work, including, but not limited to, materials, printing, and document and/or data production or reproduction. The City understands and agrees that Transportation Planning and Engineering Department staff time is not a valid reimbursable expense, and the City shall not receive any funds for Transportation Planning and Engineering Department staff time spent working on the Project or in relation thereto.
- c. Expiration of Grant Funds. Grant Funds shall be available only for Project work performed on or before November 1, 2026. The City understands and agrees that it shall not be eligible for reimbursement hereunder for any Project cost or expense incurred after such date unless the parties agree in writing to extend the expiration date.
- d. Maximum Amount of Grant Funds under Agreement. The maximum amount of DDA funds that shall be disbursed to the City pursuant to this Agreement shall be one hundred twelve thousand four hundred thirty-eight dollars (\$112,438).

2. **DDA Involvement in Designs and Parking Uses/Time Limits.** The City agrees to involve the DDA in the Project as follows:

- a. Design Finalization Process. The parties acknowledge that the Project designs, as depicted in Exhibit A, are substantially complete. The City agrees to provide the DDA with a meaningful opportunity to participate in the finalization of the Project designs to include, but not be limited to, providing the DDA with copies of revised and final designs as they are delivered to or created by the City, and the opportunity

to attend meetings at which designs are presented and discussed. The City further agrees to in good faith consider feedback on designs that DDA staff provides.

- b. Designation of Parking Uses and Parking Time-Limits. Before starting work on the Project, the DDA and the City must agree on parking uses (e.g., unrestricted parking, time-restricted parking, permit parking) and parking time-limits (e.g., two-hour parking, four-hour parking) for parking spaces within the Project area. The City agrees that it shall not substantially alter the agreed-upon parking uses or parking time-limits for such parking spaces until completion of the Willow Street Project, which the parties anticipate will occur in late 2028 to early 2029, absent reasonable, good-faith justification.

3. **Termination of Agreement.** Either party may terminate this Agreement before the Streets Department begins work, with fifteen days' advance written notice. In the event of termination, this Agreement shall terminate and no grant funds shall be available to the City hereunder. The City agrees that the Streets Department shall not start work until initial parking uses and parking time-limits have been established pursuant to Section 2.b above.

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

DDA: 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
2727 Redwing Road, Suite 342
Fort Collins, CO 80526

CITY: City of Fort Collins
Attn: Director of Infrastructure Services
215 N. Mason Street
Fort Collins, CO 80521

With a copy to: City of Fort Collins
Attn: City Attorney
300 LaPorte Avenue
Fort Collins, CO 80521

5. **Governing Law.** This Agreement shall be governed by, and its terms construed under, the laws of the State of Colorado.

6. **Annual Appropriations.** Any financial obligations of the DDA or the City arising under this Agreement 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 DDA Board, in its discretion, as applicable

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year last below written.

CITY OF FORT COLLINS, COLORADO,
a Colorado municipal corporation

By: _____
Kelly DiMartino, City Manager

Date: _____

ATTEST:

Delynn Coldiron, City Clerk

APPROVED AS TO FORM:

Heather N. Jarvis, Assistant City Attorney

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

By: _____
Amanda Huston, Chair

Date: _____

ATTEST:

Cheryl A. Zimlich, Secretary



NOTES

- 1 TOTAL PARKING COUNTS ARE AS FOLLOWS:
 - 1 HANDICAP
 - 33 STANDARD SIZED STALLS
 - 9 COMPACT SIZED STALLS
- 2 PER LQ/ASS 19.2.4, ONE HANDICAP SPOT PER BLOCK PER SIDE IS REQUIRED DUE TO ROW LIMITATIONS, THE COMPACT STALLS COULD NOT ACCOMMODATE A GRAVEL PATHWAY BEYOND THE STALLS
- 3 SIGNS TO BE INSTALLED STATING "NO VEHICLES OVER 16 FEET"

DEMOLITION QUANTITIES

- | DESCRIPTION | UNIT | UNIT COST | TOTAL |
|----------------------------------|------|-----------|----------|
| 1 REMOVE/REPLACE 6 SIGNS | EA | \$265 | \$1,590 |
| 2 REMOVE 3 FIBERGLASS POLES | EA | \$100* | \$300* |
| 3 REMOVE 4 TREE STUMPS | EA | \$205 | \$820 |
| 4 RESET 160 LF FENCING | LF | \$54 | \$8,640 |
| 5 REMOVE/REPLACE 1-2 METAL GATES | EA | \$900 | 1,800 |
| 6 REMOVE 168 CY SOIL | CY | \$50 | 8,400 |
| SUBTOTAL | | | \$21,550 |

INSTALL QUANTITIES

- | | | | |
|------------------------------------|----|-----------|-----------|
| 1 AGGREGATE BASE (334 CY CLASS 6) | CY | \$98 | \$32,740 |
| 2 RUBBER PARKING BLOCKS (43 TOTAL) | EA | \$72* | \$3,100* |
| 3 CONCRETE PAVEMENT (6') (54 SY) | SY | \$90 | \$4,860 |
| 4 MOBILIZATION | LS | \$10,000* | \$10,000* |
| 5 "NO VEHICLES OVER 20'" SIGN (2) | EA | \$745 | \$1,490 |
| 6 BOLLARDS (2) | EA | \$1,200 | 2,400 |
| SUBTOTAL | | | \$54,590 |

CONSTRUCTION SUBTOTAL

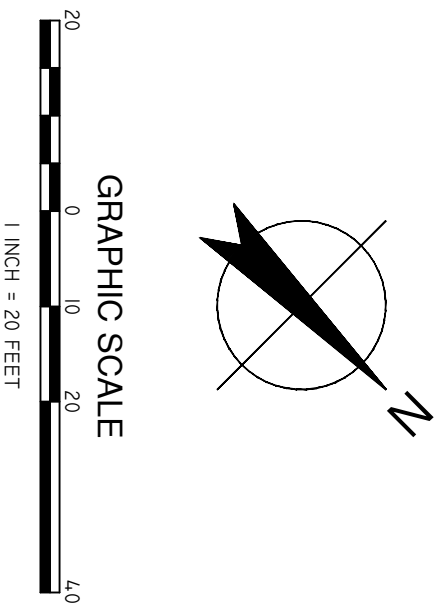
\$76,140

- | OTHER QUANTITIES | UNIT | UNIT COST | TOTAL |
|----------------------------------|------|-----------|----------|
| 1 DESIGN ENGINEERING | LS | 10% | \$ 7,614 |
| 2 CONSTRUCTION ENGINEERING | LS | 10% | \$ 7,614 |
| 3 TRAFFIC CONTROL | LS | 10% | \$ 7,614 |
| 3 CONSTRUCTION CONTINGENCY (40%) | LS | 40% | \$30,456 |
| SUBTOTAL | | | \$53,298 |

TOTAL PROJECT ESTIMATE

\$129,438

QUANTITIES ARE BASED ON CDDT COST DATA, UNLESS DENOTED BY AN ASTERISK (*), IN WHICH CASE, COSTS ARE ESTIMATES BASED ON SIMILAR ITEMS



REVISIONS: DATE:

CITY OF FORT COLLINS, COLORADO
ENGINEERING DIVISION



DESIGNED BY: JTG
SCALE: 1"=30'
DRAWN BY: JTG
DATE: 7-20-26

APPROVED BY: -
CHECKED BY: -
DATE: -

LINDEN STREET - POUDRE TO BUCKINGHAM
INTERIM GRAVEL PARKING

SHEET 1 OF 1