

**INTERGOVERNMENTAL AGREEMENT REGARDING
A GRANT OF FUNDS FOR IMPROVEMENTS TO THE
INTERSECTION AT JEROME STREET AND VINE DRIVE**

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”).

WITNESSETH:

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

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, the City intends to construct certain improvements to the intersection of Jerome Street and Vine Drive (the “Jerome-Vine Intersection Project”), which would ordinarily be done in accordance with Larimer County Urban Area Streetscape Standards (“LCUASS”);

WHEREAS, the DDA desires to contribute eighty-two thousand six hundred fifty-nine dollars (\$82,659) to the Jerome-Vine Intersection Project for the purpose of enabling the City to construct enhanced improvements that exceed the requirements of LCUASS, which enhanced improvements are described in the budget table attached hereto and incorporated herein as “**Exhibit A**”, consisting of one (1) page, and include ten-feet (10’) wide sidewalks, pedestrian signal crossings, and wayfinding signage (the “Enhanced Intersection Features”);

WHEREAS, the DDA and the City desire to incorporate into the Jerome-Vine Intersection Project a feature along the south side of Vine Drive that will highlight the area as a pedestrian and bicycle gateway to downtown Fort Collins, which the parties agree will contain as an element decorative fencing and which will be complimentary in design to the existing Poudre River Whitewater Park monument sign located to the west of the intersection at Jerome Street and Vine Drive (the “Gateway Fencing Feature”);

WHEREAS, the DDA desires to contribute to the City the sum of four thousand five hundred dollars (\$4,500) for the preparation of designs for the Gateway Fencing Feature, and the sum of fifty-six thousand eight hundred forty-one dollars (\$56,841) for construction of the

Gateway Fencing Feature;

WHEREAS, the Jerome-Vine Intersection Project, including the Gateway Fencing Feature, is located within the boundaries of the DDA and such 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 adopted plan of development;

WHEREAS, the Jerome-Vine Intersection Project will further the mission of the DDA by increasing safety, improving traffic flow, and creating a more visually appealing and attractive pedestrian environment along Vine Drive;

WHEREAS, the Board of Directors of the DDA, at a meeting held on May 8, 2025, approved the contribution to the City of up to one hundred forty-four thousand dollars (\$144,000) for construction of the Enhanced Intersection Features and the design and construction of the Gateway Fencing Feature, on the terms and conditions set forth herein; and

WHEREAS, by Resolution 2025-057, the City Council of the City authorized the Mayor to execute this Agreement.

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

1. Grant of DDA Funds. The DDA shall grant to the City the sum of up to one hundred forty-four thousand dollars (\$144,000) for the Jerome-Vine Intersection Project (the "Grant Funds") under, and subject to, the following terms and conditions:

- a. *Grant of Funds – Enhanced Intersection Features*. The DDA shall transfer to the City the sum of eighty-two thousand six hundred fifty-nine dollars (\$82,659) upon execution of this IGA, which funds may be used by the City solely for the following purposes: (i) payments to the City's Jerome-Vine Intersection Project contractor for construction of the Enhanced Intersection Features; and (ii) to cover costs incurred by the City which are directly related to the contract therefor, including, but not limited to, materials, printing, and document and/or data production or reproduction. For the avoidance of doubt, the City understands and agrees that it shall not receive any funds for City staff time spent working on the Jerome-Vine Project, including the Enhanced Intersection Features, or in relation thereto.
- b. *Grant of Funds – Gateway Fencing Feature*. The DDA shall transfer to the City the sum of four thousand five hundred dollars (\$4,500) upon execution of this IGA, which funds may be used by the City solely to pay the cost of having a third-party contractor prepare designs for the Gateway Fencing Feature. The selection of the design contractor shall be done in accordance with the City's purchasing policies. Once such designs have been completed and a contract has been awarded by the City to a third-party contractor for the construction of the Gateway Fencing Feature, which may be the Jerome-Vine Intersection Project contractor or another third-party

contractor selected in accordance with the City's purchasing policies, the DDA shall transfer to the City the sum of fifty-six thousand eight hundred forty-one dollars (\$56,841), which funds may be used by the City solely for the following purposes:

- (i) payments to the contractor for construction of the Gateway Fencing Feature; and
- (ii) to cover costs incurred by the City which are directly related to the contract therefor, including, but not limited to, materials, printing, and document and/or data production or reproduction.

For the avoidance of doubt, the City understands and agrees that it shall not receive any funds for City staff time spent working on the Gateway Fencing Feature or in relation thereto. If the actual cost to construct the Gateway Fencing Feature is less than the amount of the DDA's contribution under this Section 1(b), the City shall return to the DDA the remaining balance of such funds within a reasonable period of time after completion of such project.

- c. *Accounting.* The City shall periodically provide to the DDA copies of contractor invoices and other documentation sufficient for the DDA to determine that the Grant Funds have been expended by the City in a manner consistent with this Agreement. The frequency with which the City shall provide such information shall be as reasonably determined by the parties, but in no case more often than once every sixty (60) days.
- d. *Expiration of Grant Funds.* Any Grant Funds not expended by the City for the above-stated purposes by December 31, 2027, shall be promptly returned to the DDA.
- e. *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 \$144,000.

2. DDA Involvement in Design Development - Gateway Fencing Feature. The City agrees to provide the DDA with a meaningful opportunity to participate in the design development process for the Gateway Fencing Feature to include, but not be limited to, providing the DDA with copies of draft and final designs as they are delivered to 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 provided by DDA staff on the designs.

3. 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

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

5. Annual Appropriations. Any financial obligations of the DDA or the City arising under this Agreement which 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

6. 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 of the last signature below written.

CITY OF FORT COLLINS, COLORADO,
a Colorado municipal corporation

By: _____
Jeni Arndt, Mayor

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: _____
David Lingle, Chair

Date: _____

ATTEST:

Cheryl A. Zimlich, Secretary

Exhibit A

Vine & Jerome Intersection Improvements DDA Funding Amounts

Item	Within DDA Boundary
Enhanced Features of Base Intersection Improvements	
<u>ROW Acquisition</u>	
Property 1 (50% of cost)	\$11,654
Property 2 (50% of cost)	\$13,668
<u>Concrete</u>	
Concrete Sidewalk (6") 10 ft wide	\$13,631
Concrete Curb Ramp (Special)(8") (includes tapers and truncated domes)	\$6,093
Curb Type 2 (Section B)	\$3,164
<u>Electrical</u>	
Two - 2 Inch Electrical Conduit for Power & Signal (Trenched PVC)	\$2,179
Two - 2 Inch Electrical Conduit for Power & Signal (Bored PVC)	\$3,219
2 Inch Electrical Conduit - Power Source	\$2,179
Pedestrian Push Button Post Assembly	\$4,328
Pull Box (18"x30"x18") Deep	\$2,904
RRFB Flashing Beacon	\$18,340
<u>Wayfinding and signage</u>	
Way Finding Signage	\$1,125
4" PVC Sleeve (6" Long - for sign blockouts)	\$175
<i>Subtotal: Enhanced Features of Base Intersection Improvements</i>	\$82,659
DDA Urban Design Grant (Additional Enhancement)	
Decorative fencing allowance 135 LF @ \$412 per ft.	\$56,842
Design Consulting Services	\$4,500
<i>Subtotal: Design grant</i>	\$61,342
Total funding recommendation	\$144,000