

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

NO. CB-1807
Series of 2013


BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

A PUBLIC HEARING WILL BE HELD ON CB-1807, SERIES OF 2013, ENTITLED "A BILL FOR A SPECIAL ORDINANCE AMENDING THE 2013 BUDGET RECOGNIZING REVENUES AND APPROPRIATING EXPENDITURES BY SUPPLEMENTAL APPROPRIATION, FOR THE PAYMENT OF THE COSTS AND EXPENSES OF THE MUNICIPAL GOVERNMENT, AGENCIES AND OFFICES OF THE CITY OF NORTHGLENN, COLORADO, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2013" ON AUGUST 12, 2013 AT 7:00 P.M., CITY HALL COUNCIL CHAMBERS, 11701 COMMUNITY CENTER DRIVE, NORTHGLENN.

DATED this 22nd day of July, 2013.


JOYCE DOWNING
Mayor

ATTEST:


JOHANNA SMALL, CMC
City Clerk

AFFIDAVIT OF POSTING:

I, _____, certify that CB-1807 was posted at the authorized posting places in the City of Northglenn this _____ day of _____, 2013.

City Clerk

**PLANNING & DEVELOPMENT DEPARTMENT
MEMORANDUM 13-33**

DATE: July 22, 2013
TO: Honorable Mayor Joyce Downing and City Council Members
FROM: David H. Willett, Acting City Manager
Brook Svoboda, Director of Planning & Development
SUBJECT: CB-1807, Grange Hall Creek Drainage Improvements/Pedestrian Underpass
Supplemental Appropriation

BACKGROUND

Northglenn entered into an IGA with Denver Water on January 14, 2013 as part of the Washington Detention/Grange Hall Creek improvements project. The IGA required Denver Water to reimburse the City for the actual design and construction costs of the relocation (lowering) of Conduit No.81 due to the drainage and pedestrian improvements at the project.

BUDGET/TIME IMPLICATIONS

These funds are reimbursement for the completed work of lowering the Denver Water Condit No.81. This amount will subsequently need to be transferred into the Urban Drainage and Flood Control District, Trust and Agency Account specifically set up for this project.

RECOMMENDATION

Attached to this memorandum is CB-1807, an ordinance that, if approved, would:

1. Appropriate \$395,280.00 in Denver Water funds to the Grange Hall Creek project.

Staff recommends approval of the proposed Ordinance as presented.

STAFF REFERENCE

Brook Svoboda, Director of Planning & Development
Pam Acre, CSM, Stormwater Coordinator

bsvoboda@northglenn.org or 303.450.8937
pacre@northglenn.org or 303-450-8792

ATTACHMENTS

ATTACHMENT 1 Denver Water IGA

ATTACHMENT 1



LETTER TRANSMITTAL

1600 W. 12th Ave. Denver, CO 80204
Phone (303) 628-6000 Fax (303) 628-6851

To: City of Northglenn

From: Don Wyman

Attn: Pam Acre

Date: February 8, 2013

Subject: Grange Hall Creek Intergovernmental Agreement to Relocate Conduit No. 81



Project: Grange Hall Creek

Project Tracker #:

Contract #: 14726A

We are sending you:

- Attached
- Shop Drawings
- Copy of Letter
- Plans
- Specifications
- Reports
- Schedules
- Executed IGA

These are transmitted as check below:

- Final for Construction
- Final for Construction (as corrected)
- For Correction and Resubmittal
- Rejected - Resubmit
- For Review and Comment
- For Approval
- As Requested
-

Qty.	Description	Item No.

Comments:

cc:


Engineering and Construction Division

Agreement 14726A

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into between the City and County of Denver, a municipal corporation of the State of Colorado, acting by and through its Board of Water Commissioners, (“Board”), and the City of Northglenn, a municipal corporation of the State of Colorado, (“City of Northglenn”).

RECITALS

1. The City of Northglenn is making certain pedestrian and drainage improvements to Grange Hall Creek under North Washington Avenue that will make necessary the relocation of the Board’s Conduit Number 81 (the Work).

2. The Work shall consist of the lowering of approximately 181 feet of 48” Steel pipe as set forth in the Plans for such work which are attached hereto as Exhibit A and incorporated herein by reference.

3. The City of Northglenn has contracted with Urban Drainage and Flood Control District (“UDFCD”), to manage the construction of the Work. The City of Northglenn and UDFCD shall hereinafter be referred to herein as the City.

4. In accordance with the Colorado Constitution and the Charter of the City and County of Denver, the City and the Board are authorized to enter into agreements of this nature.

NOW, THEREFORE, the Board and the City agree as follows.

1. COORDINATION AND LIAISON.

A. The Manager is the City’s authorized representative for purposes of performing the City’s obligations under this Agreement. The Manager hereby designates the City Engineer as the Manager’s authorized representative for purposes of directing and administering the City’s activities under this Agreement. The City Engineer may designate a Project Manager to oversee the Project and coordinate with the Board for the Work. The Manager may change his authorized representative at any time by providing written notice to the Board of such change.

B. The Board’s Director of Engineering is the Board’s authorized representative for purposes of directing and administering the Board’s activities under this Agreement. The Board may change its authorized representative at any time by providing written notice to the City of such change.

2. THE WORK.

A. The work shall consist of the lowering of approximately 181 feet of 48” Steel pipe known as the Board’s Conduit Number 81 pursuant to the Plans. The Work shall be performed by the City’s contractor.

B. The Board shall pay the City for the Work as follows:

- The Board shall reimburse the city for the Work and the design cost for the Work that are estimated to be \$373,020.00 for construction of the Work and \$22,260.00 for the design.

3. **PROJECT DESIGN AND CONSTRUCTION.**

A. **Board Responsibilities**

(1) The Board shall promptly pay the City the Work and design costs as described herein based upon the City's actual costs of construction and design as described in Provision 4.

(2) As requested by the City, Board representatives shall attend any pre-bid conference scheduled by the City, assist in the preparation of any required addenda, attend the pre-construction conference, and attend regularly scheduled construction meetings to address issues related to the Project.

(3) The Board shall participate in a final inspection of the Project to verify Project completion and acceptance.

(4) In performing its construction related obligations, the Board, unless otherwise directed by the City's Project Manager, shall not direct the City's construction contractor, but shall instead provide such direction to the City's Project Manager.

B. **City Responsibilities**

(1) The City has contracted with Edge Contracting, Inc. to construct the Project. The City, through its contractor, shall complete the Work in accordance with the Board's and Engineering Standards.

(2) The City has designated Muller Engineering Company, Inc. as the "Project Manager" to generally observe construction and act as a liaison between the Board and the City's construction contractor. The City may change the designated Project Manager, and shall provide written notice to the Board of such change.

(3) Nothing in this Agreement shall be deemed a contractual obligation by the City of Northglenn to either (a) appropriate for or (b) otherwise be responsible for the payment of the costs of the Work.

4. **REIMBURSEMENT.**

A. The Board agrees to reimburse the City for all costs associated with the Work and its design. For budgeting purposes, and not as a limit on the Board's obligation, the parties estimate the amount to be \$395,280.00. The Board represents that it has appropriated and encumbered funds in at least an amount of **Three Hundred Ninety Five Thousand two Hundred Eighty Dollars and 00/100** for the purpose of this Agreement.

B. The City shall invoice the Board for the Work upon completion and acceptance by the Board. The Board shall review invoices and, unless disputing an amount in an invoice, shall pay invoices within forty five days of the receipt of the invoice.

C. At the conclusion of the Project, the City shall provide the Board a detailed accounting of the actual costs expended for the Work by the City.

D. **In the event the City determines that the cost of the Work will exceed the Cost Estimate, the City shall provide notice to the Board.**

5. **RECORDS AND AUDITS.** The City shall at all times maintain a system of accounting records in accordance with its normal procedures, together with supporting

documentation for all Work and design under this Agreement, which shall be made available for audit and reproduction by the Board at the Board's request. The City shall provide quarterly invoices verifying that the expenditures made by the City and the requested City reimbursements are in accordance with this Agreement. The parties agree that, for a period of at least three (3) years from the final scheduled payment under this Agreement, any duly authorized representative of the City and County of Denver or the Board, including the City Auditor of the City and County of Denver or the City Auditor's designee, shall have access to and the right to examine any directly pertinent books, documents, papers, and records of the parties involving the transactions and other activities related to this Intergovernmental Agreement.

6. **BEST EFFORTS**. The City and the Board agree to work diligently together, and in good faith, using their best efforts to resolve any unforeseen issues and disputes regarding the design, construction, completion, and acceptance of the Project.

7. **INSPECTION AND ACCEPTANCE**. The Board will be allowed to and shall undertake such inspections as it deems necessary to verify that the Work is being constructed in accordance with the accepted Project Plans. If the Board observes that the Work is not being constructed in accordance with the accepted plans, then the Board shall provide timely notice of these observations to the City. At final completion, the City shall furnish as built drawings of the Work to the Board.

8. **OWNERSHIP AND MAINTENANCE**. Upon completion, inspection, and acceptance of the work, the Board shall own the completed Work and shall be responsible for all maintenance, repair, replacement, and operation of the Work. The City and/or its contractors hereby agree that they shall be responsible for a period of one (1) year subsequent to completion of the construction of Conduit No 81 for the correction, whether by repair or replacement, to the Board's reasonable satisfaction of all work and materials furnished by the City and its contractors which are found to be defective or of poor workmanship with all costs and expenses for such work to be borne by the City and its contractors. The City and/or its contractors hereby agree that any work, whether performed by the City, its contractors, or by the Board in the event of the refusal or inability of the City and its contractors to timely perform the work during the above one (1) year period, shall not impair or void the City's or its contractor's general warranty of materials and workmanship or any obligation or liability of the City or its contractor imposed by law or contract.

9. **LIABILITY**. Each party shall be liable for the errors and omissions of its agents and employees to the extent provided by the Colorado Governmental Immunity Act. This obligation shall survive termination of the Agreement.

10. **NOTICES**. All notices required or given under this Agreement shall be in writing and shall be deemed effective: (a) when delivered personally to the other party; or (b) seven (7) days after posting in the United States mail, first-class postage prepaid, and properly addressed as follows; or (c) when sent by email transmission and the receipt is confirmed by return email transmission.

If sent to the City: Pam Acre, Stormwater Coordinator, City of Northglenn, 11701 Community Center Drive, PO Box 330061, Northglenn, CO, 80233.

If sent to the Board: Don Wyman, Distribution Engineering, Denver Water, 1600 West 12th Avenue, Denver, Colorado 80204.

Or such other persons or addresses as the parties may have designated in writing.

11. **NO DISCRIMINATION IN EMPLOYMENT.** In connection with the performance of work under this Agreement, the parties agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and further agrees to insert the foregoing or a similar provision in all contracts entered into in furtherance of this Intergovernmental Agreement.

12. **CONFLICT OF INTEREST.** The parties agree that no official, officer, or employee of the City or of the Board shall have any personal or beneficial interest whatsoever in the Project, related services, or property described herein.

13. **SUBJECT TO LOCAL LAWS; VENUE.** Each and every term, provision, or condition herein is subject to and shall be construed in accordance with the provisions of Colorado law, the Charter of the City and County of Denver, and the applicable ordinances, regulations, executive orders, or fiscal rules, enacted or promulgated pursuant thereto. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver, Colorado.

14. **GOVERNMENTAL IMMUNITY ACT.** The parties understand and agree that the parties are relying upon and have not waived the monetary limitations of \$150,000 per person, \$600,000 per occurrence, and all other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as it may be amended from time to time.

15. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Board and the City as to the subject matter hereof, and replaces all prior written or oral agreements and understandings. It may be altered, amended, or repealed only by a duly executed written instrument. However, the parties acknowledge there are aspects of the Project not within the scope of this agreement (e.g., utility relocations) that will require submittal, review, approval, and licensing by the Board; such activities shall be governed by the Board's Operating Rules and Engineering Standards.

16. **NO THIRD PARTY BENEFICIARIES.** Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement shall be strictly reserved to the City and the Board; and nothing contained in this Agreement shall give or allow any such claim or right of action by any other person or third party.

17. **EXECUTION OF AGREEMENT.** This Agreement is expressly subject to, and shall not be or become effective or binding on the City and the Board until fully executed by all signatories of the Board and the City and County of Denver.

18. **EFFECTIVE DATE AND TERMINATION.** This Agreement shall become effective as of the date set out on the first page hereof, upon execution by both parties. This Agreement shall expire, unless earlier terminated or otherwise stated herein, upon completion of the Project.

[END OF PAGE]

CITY OF NORTHGLENN

(SEAL)

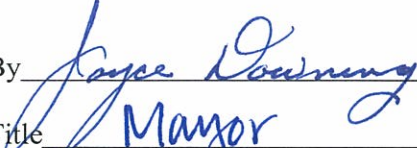
ATTEST:



APPROVED AS TO FORM:



City Attorney

By 

Title Mayor

Date January 14, 2013

ATTESTED:

By: [Signature]
Secretary



APPROVED:

By: [Signature]
Director of Engineering

CITY AND COUNTY OF DENVER,
acting by and through its
BOARD OF WATER COMMISSIONERS

By: [Signature]
President

DATE: January 9, 2013

REGISTERED AND COUNTERSIGNED:
Dennis J. Gallagher, Auditor
CITY AND COUNTY OF DENVER

By: [Signature]
Deputy Auditor

APPROVED AS TO FORM:

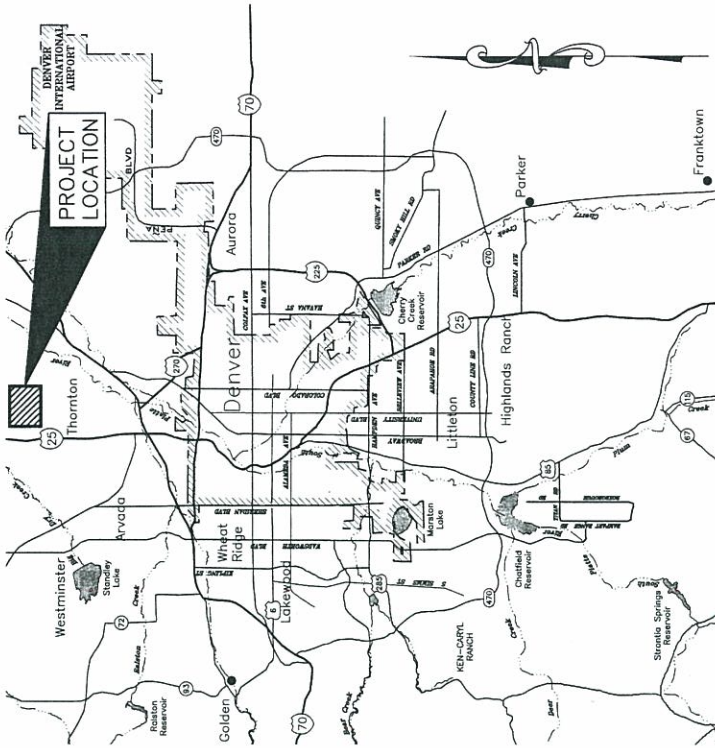
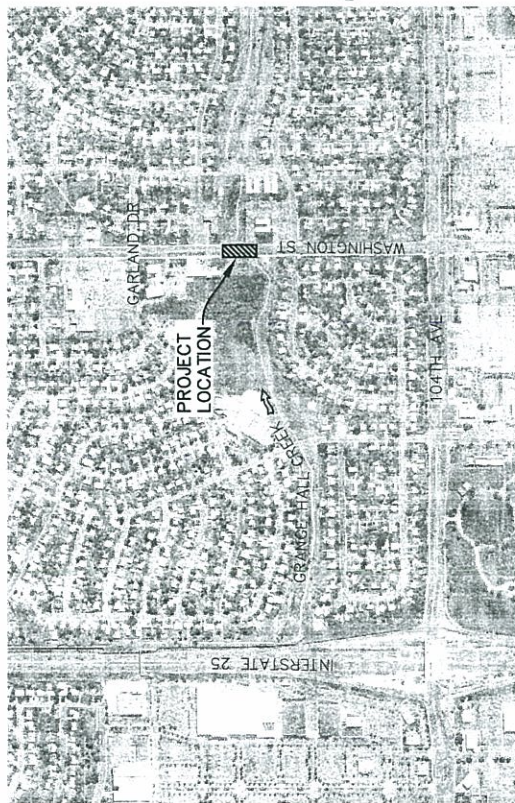
By: [Signature]
Legal Division

DENVER WATER DENVER, COLORADO

CONDUIT NO 81
RELOCATION IN WASHINGTON ST
AT GRANGE HALL CREEK

BOARD OF WATER COMMISSIONERS
DENVER, COLORADO

H. Gregory Austin - President
James S. Lochhead - CEO/Manager
Robert J. Mahoney - Director of Engineering



DRAWING INDEX

- G-1 COVER SHEET
- G-2 ABBREVIATIONS, LEGEND AND NOTES
- C-1 DEMO PLAN AND PROFILE
- C-2 PLAN AND PROFILE
- C-3 DETAILS

PROJECT DIRECTORY

OWNER
DENVER WATER
1600 W. 12TH AVE
DENVER, CO 80204

CONTACT
DEVIN SHABLE
DENVER@DENVERWATER.ORG



DENVER WATER
1600 West 12th Avenue
Denver, Colorado 80204
Tel: (303)259-8800
Fax: (303)259-4801
www.denverwater.org

MULLER ENGINEERING CO., INC.
CONSULTANT
1715 SOUTH WASHINGTON ST., SUITE 200
DENVER, COLORADO 80202
www.mullereng.com

MULLER

CONDUIT NO 81
RELOCATION IN
WASHINGTON ST
AT GRANGE HALL CREEK

REFERENCE:
CAPITAL PROJECTS
STANDARDS 2011
www.denverwater.org
www.governmentbydesign.com/denver/PCS
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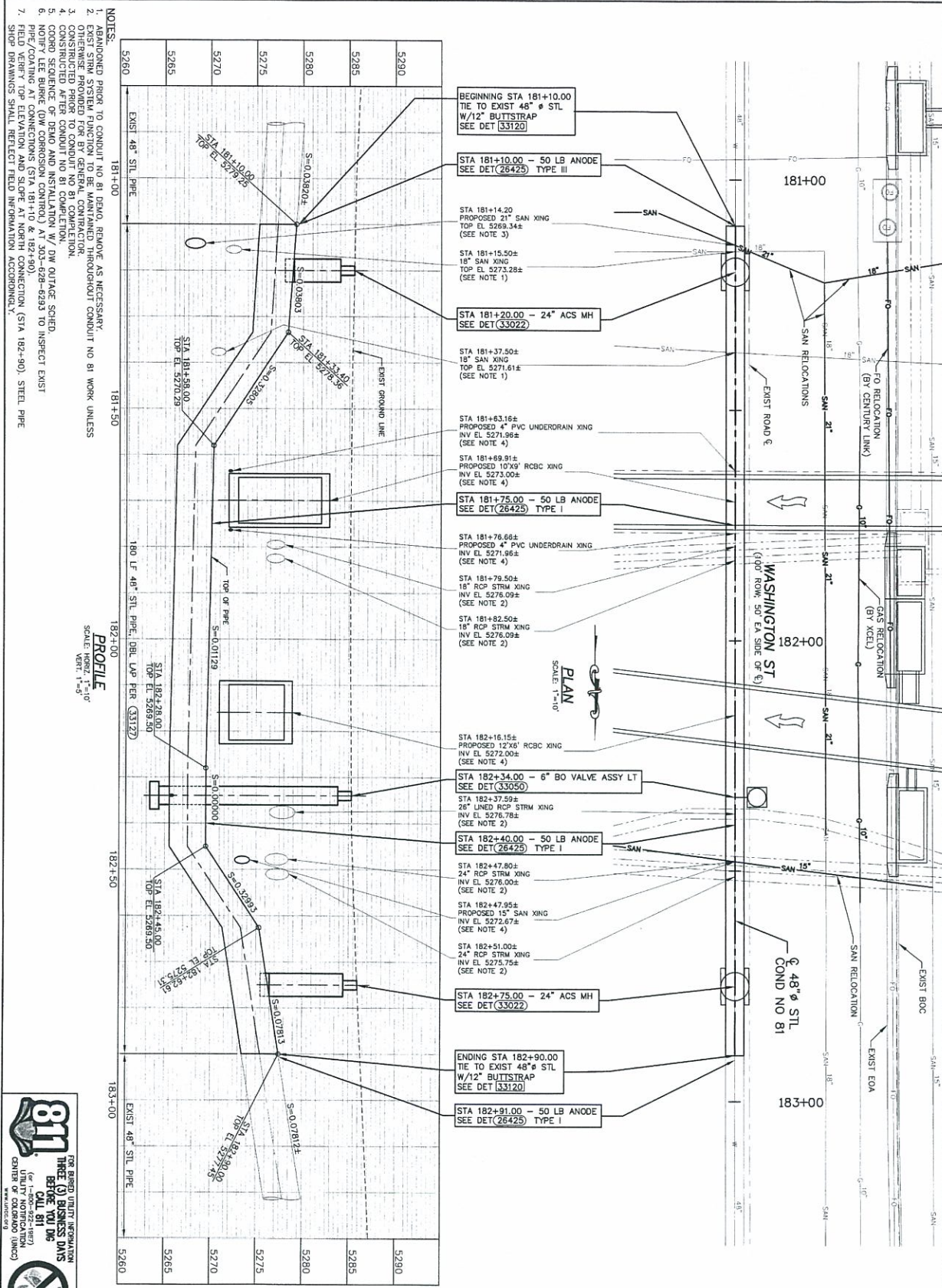
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VERIFY SCALES
DIGITAL DRAWING
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THIS SHEET, ANNOTATE
DATE: JULY 18, 2012

PT NO: 10204
CAD DWG FILE: 09033.02_CVR.dwg
DRAWN BY: KSP
CHECKED BY: GBH
APP'D BY: M.A.
DATE: JULY 18, 2012
FIELD BOOK NO:
AS BUILT DATE:
AS BUILT BY:

COVER SHEET

DRAWING TITLE
G-1



- NOTES:**
1. ABANDONED PRIOR TO CONDUIT NO 81 DEMO, REMOVE AS NECESSARY.
 2. EXIST STRM SYSTEM FUNCTION TO BE MAINTAINED THROUGHOUT CONDUIT NO 81 WORK, UNLESS OTHERWISE NOTED.
 3. CONSTRUCTED PRIOR TO CONDUIT NO 81 COMPLETION.
 4. CONSTRUCTED AFTER CONDUIT NO 81 COMPLETION.
 5. CONDO SEQUENCE OF DEMO AND INSTALLATION W/ DW OUTAGE SCHED.
 6. MOOF LEE BURKE (DW CORROSION CONTROL) AT 303-628-6293 TO INSPECT EXIST CONDUIT.
 7. SHOP DRAWINGS SHALL REFLECT FIELD INFORMATION ACCORDINGLY.

PROFILE
SCALE: HORIZ. 1"=10'
VERT. 1"=3'

811
FOR BARRIED UTILITY INFORMATION
CALL 811
BEFORE YOU DIG
UTILITY NOTIFICATION
CENTER OF COLORADO (UNCC)
www.uncc.org

PLAN AND PROFILE
C-2

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VERIFY SCALES

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BY: [Signature]

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CONSTRUCTION STANDARDS 2011
DENVER WATER DEPARTMENT
THIS DRAWING IS BASED ON THE
AS SHOWN ON THE DRAWING.

CONDUIT NO 81
RELOCATION IN
WASHINGTON ST
AT GRANGE HALL CREEK

DENVER WATER

MULLER ENGINEERING CO., INC.
CONSULTANT

1600 West 12th Avenue
Denver, Colorado 80202
Phone: (303) 733-4455
Fax: (303) 733-4451
www.mullereng.com

DENVER WATER
 1600 17th Street
 Denver, CO 80202
 Phone: (303) 261-8000
 www.denverwater.org

MULLER ENGINEERING CO., INC.
 CONSULTANTS
 1715 COMMERCE CENTER PARKWAY
 FORT COLLINS, COLORADO 80526
 970.226.1100
 www.mullereng.com

MULLER

CONDUIT NO 81
 RELOCATION IN
 WASHINGTON ST
 AT GRANGE HALL CREEK

REFERENCE:
 CAPITAL PROJECTS
 WASHINGTON ST
 GRANGE HALL CREEK
 7/19/12 FINAL FOR BID

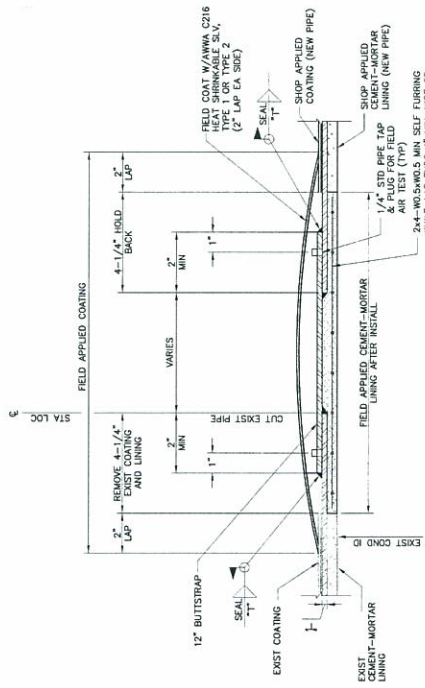
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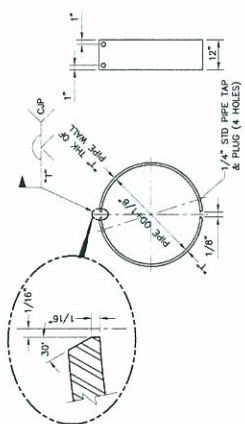
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 THIS SCALE ADJUST
 SCALE IS ACCURATE

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 DATE: 07/19/12
 DRAWN BY: KSP
 CHECKED BY: GWH
 APP'D BY: GWH
 DATE: JULY 19, 2012
 FIELD BOOK NO:
 AS BUILT DATE:
 AS BUILT BY:

DETAILS
 C-3



—TIED JOINT BUTTSTRAP (TOP EA CONNECTION)—



—LOOSE BUTTSTRAP—

—12\"/>

NO SCALE

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811
 FOR BURIED UTILITY INFORMATION
 THREE (3) BUSINESS DAYS
 BEFORE YOU DIG
 CALL 811
 (or 1-800-922-1887)
 UTILITY LOCATING CENTER OF COLORADO (UNCC)
 www.uncc.org

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S BILL

ORDINANCE NO.

No. CB-1807
Series of 2013

Series of 2013

A BILL FOR A SPECIAL ORDINANCE AMENDING THE 2013 BUDGET RECOGNIZING REVENUES AND APPROPRIATING EXPENDITURES BY SUPPLEMENTAL APPROPRIATION, FOR THE PAYMENT OF THE COSTS AND EXPENSES OF THE MUNICIPAL GOVERNMENT, AGENCIES AND OFFICES OF THE CITY OF NORTHGLENN, COLORADO, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2013

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT THE 2013 BUDGET SHALL BE AMENDED AS FOLLOWS:

Section 1. Recognition of revenues and supplemental appropriation.

- (a) **Stormwater Fund. Amend the 2013 Stormwater Fund budget to increase forecasted revenues in the amount of \$395,280 as follows:**

\$395,280 to account for project costs reimbursed by Denver Water for the purposes of relocating a water conduit in conjunction with the Grange Hall Creek capital improvement project.

Recognize an increase in 2013 Stormwater Fund restricted fund balance in the amount of \$395,280 represented by the above revenue recognition.

- (b) **Stormwater Fund. Amend the 2013 Stormwater Fund budget to increase appropriations in the amount of \$395,280 as follows:**

\$395,280 to authorize the expenditure of a reimbursement of construction costs by Denver Water for the purposes of relocating a water conduit in conjunction with the Grange Hall Creek capital improvement project.

Recognize a decrease in 2013 Stormwater Fund restricted fund balance in the amount of \$395,280 represented by the above expenditure appropriations.

Section 2. The City Council of the City of Northglenn, Colorado, hereby finds and declares that in making appropriations provided by this ordinance:

- (a) No appropriation for debt service has been reduced or transferred.
- (b) No appropriation has been reduced below any amount required by law to be appropriated.

- (c) No appropriation has been reduced by more than the unencumbered balance thereof.
- (d) In the case of each transfer of all or part of any unencumbered appropriation, such transfer has been requested and approved by the City Manager.
- (e) In the case of each reduction of an appropriation, the City Manager has rendered his report and recommendations thereon and has requested and approved such reduction.
- (f) In the case of the appropriation amendment, the City Manager has certified that there are funds available for appropriation.

INTRODUCED, READ AND ORDERED POSTED this 22nd day of July,
2013.


JOYCE DOWNING
Mayor

ATTEST:


JOHANNA SMALL, CMC
City Clerk

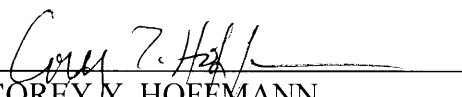
PASSED ON SECOND AND FINAL READING this _____ day of _____,
2013.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:


COREY Y. HOFFMANN
City Attorney