



**PLANNING AND DEVELOPMENT DEPARTMENT
MEMORANDUM 13-05**

DATE: March 11, 2013
TO: Honorable Mayor Joyce Downing and City Council Members
FROM: David H. Willett, Acting City Manager 
Brook Svoboda, Director of Planning and Development 
SUBJECT: CR-26 ; UDFCD IGA Amendment for Grange Hall Creek Channel Improvements

BACKGROUND

In the following narrative, staff will outline the funding requirements to complete the Grange Hall Creek base bid (Washington Street) and the bid alternative (Larson Drive). Currently the base bid at Washington Street is 25% complete.

GRANGE HALL CREEK UPDATE

Summary of costs as follows:

- Estimated Base Bid Cost (Washington Street) = \$3,357,578
 - Estimated Bid Alternative Cost (Larson Drive) = \$936,423
- Total Project Cost = **\$4,294,001**

Current Funding:

- UDFCD/Northglenn Joint Escrow Account = \$2,918,915
 - 2013 Appropriations (UDFCD, \$370,000; and Northglenn, \$200,000) = \$570,000
 - Denver Water Reimbursement = \$395,000
- Total Funding = **\$3,883,915**

Remaining Unfunded Project Cost (including the bid alternative):

- \$4,294,001 - \$3,883,915 = **\$410,096**

BUDGET/TIME IMPLICATIONS

In order to complete the base bid the UDFCD/Northglenn IGA must be amended to cover the estimated total base bid cost (includes contingency) of \$3,357,578.00. The joint escrow account currently is estimated at \$2,918,915 which will require additional funding in the amount of \$438,663 in order to complete the base bid.

Current UDFCD and Northglenn appropriations (2013) are \$370,000 and \$200,000, respectively. Reducing appropriations proportionately to cover the remaining construction cost would equate to the following amounts: UDFCD (\$285,000) and Northglenn (\$154,000). Total amended IGA in the amount of \$439,000.

Council will need to consider if there is a desire to complete the entire project. If the direction is given to complete the full bid scope to include Grange Hall Creek channel improvements at Larson Drive (Bid Alt A) it is likely an appropriation amendment will be required. Staff will discuss this aspect in more detail at the Council meeting.

RECOMMENDATION

Attached to this memorandum is a Resolution that, if approved, would allow the Mayor to execute the attached amended Intergovernmental Agreement with UDFCD, and transfer funding to the Trust and Agency account for the construction improvements needed to complete the base bid (Washington Street). Staff recommends approval of this Resolution.

STAFF REFERENCE

Brook Svoboda, Director of Planning and Development bsvoboda@northglenn.org or 303.450.8937

ATTACHMENTS

Attachment 1 CR – 26 w/Exhibit 1, IGA Amendment

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-26
Series of 2013

Series of 2013

A RESOLUTION APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT REGARDING THE GRANGE HALL CREEK IMPROVEMENTS/WASHINGTON STREET DETENTION AREA PROJECT

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

Section 1. The Amendment to the Intergovernmental Agreement between the City of Northglenn and the Urban Drainage and Flood Control District regarding the Grange Hall Creek Improvements/Washington Street Detention Area Project, attached hereto as Exhibit 1, is hereby approved and the Mayor is authorized to execute same on behalf of the City.

DATED at Northglenn, Colorado, this ____ day of _____, 2013.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

AMENDMENT TO
AGREEMENT REGARDING
DESIGN AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
GRANGE HALL CREEK – GRANT DRIVE TO LARSON STREET,
CITY OF NORTHGLENN

Agreement No. 08-08.06F

THIS AGREEMENT, made this _____ day of _____, 2013 by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT") and CITY OF NORTHGLENN (hereinafter called "CITY") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Grange Hall Creek – Grant Drive to Larson Street, City of Northglenn" (Agreement No. 08-08.06) dated February 9, 2009, as amended; and

WHEREAS, PARTIES now desire to construct improvements along Grange Hall Creek from Grant Drive to Larson Street; and

WHEREAS, PARTIES desire to increase the level of funding by \$570,000; and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. 66, Series of 2012); and

WHEREAS, the City Council of CITY and the Board of Directors of DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. Paragraph 4. PROJECT COSTS AND ALLOCATION OF COSTS is deleted and replaced as follows:

4. PROJECT COSTS AND ALLOCATION OF COSTS

A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following:

1. Final design services;
2. Delineation, description and acquisition of required rights-of-way/ easements;
3. Construction of improvements;
4. Contingencies mutually agreeable to PARTIES.

B. It is understood that PROJECT costs as defined above are not to exceed \$3,483,538 without amendment to this Agreement.

PROJECT costs for the various elements of the effort are estimated as follows:

	<u>As Amended</u>	<u>Previously Amended</u>
1. Final Design	\$ 300,000	\$ 300,000
2. Contingency	200,000	200,000
3. Construction	2,983,538	2,413,538
Grand Total	\$3,483,538	\$2,913,538

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest.

- C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	<u>Percentage Share</u>	<u>Previously Contributed</u>	<u>Additional Contribution</u>	<u>Maximum Contribution</u>
DISTRICT	35.02%	\$850,000	\$370,000	\$1,220,000
CITY	64.98%	\$2,063,538	\$200,000	\$2,263,538
TOTAL	100.00%	\$2,913,538	\$570,000	\$3,483,538

2. Paragraph 5. MANAGEMENT OF FINANCES is deleted and replaced as follows:

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's one-half share may come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior Board approval.

Payment of each party's full share (CITY - \$2,263,538; DISTRICT - \$1,220,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to CITY of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares.

3. All other terms and conditions of Agreement No. 08-08.06 shall remain in full force and effect.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT

(SEAL)

ATTEST:

By _____

Title Executive Director

Date _____

CITY OF NORTHGLENN

(SEAL)

ATTEST:

By _____

Title _____

Date _____

APPROVED AS TO FORM:

City Attorney