




**PLANNING AND DEVELOPMENT DEPARTMENT MEMORANDUM
#39-2020**

DATE: September 14, 2020

TO: Honorable Mayor Meredith Leighty and City Council Members

THROUGH: Heather Geyer, City Manager 

FROM: Debbie Tuttle, Economic Development Director, and NURA Executive Director 
Brook Svoboda, Director of Planning and Development 
Eric Ensey, Senior Planner

SUBJECT: CR-128 – Memorandum of Understanding for the Civic Center P3 Master Developer

PURPOSE

To consider CR-128, a resolution approving a Memorandum of Understanding (MOU) between the City of Northglenn and Continuum Partners, LLC (Continuum), to begin exclusive negotiations on the redevelopment of 11 acres of the Civic Center site.

BACKGROUND

The Civic Center site includes the entire property owned by the City that houses the existing Northglenn Recreation Center and City Hall, as well as the area where the new Northglenn Recreation Center, Senior Center and Theatre is being constructed. The City will retain the 9.2 acres associated with the new facility, Memorial Parkway and the linear park where the Northglenn Veterans Memorial is located, along with a parcel to be determined for construction of a new City Hall. The master developer will purchase and redevelop the approximately 11 remaining acres (minus the new City Hall property). Attachment 1 is an excerpt from the subdivision plat of the property that shows the location of the 11 acres that will be part of the land consideration for this MOU.

At the City Council executive session on Aug. 3, 2020, staff presented the results of a comprehensive request for qualifications/concepts (RFQ/C) to retain a master developer for the Civic Center site. City Council directed staff to proceed with engaging Continuum as the master developer.

At the Aug. 31 Council executive session, Continuum presented to Council and the Northglenn Urban Renewal Authority (NURA). Continuum introduced their team, provided their background and experience, and gave their initial vision for the site. Council directed staff to prepare an MOU between the City and Continuum to enter into exclusive negotiations to fulfill the vision and guiding principles of the Civic Center Master Plan (CCMP) with the redevelopment of two super-pads that cover approximately 11 acres.

The purpose of the MOU is to advance discussions concerning a mutually agreeable framework and expectations for all parties to begin negotiations for a master developer for the 11 acres. This MOU is a non-binding statement by both parties that guides negotiations. The goal is to create a future binding Redevelopment Agreement (RDA) outlining specific terms associated with the proposed redevelopment. This MOU establishes an Exclusive Negotiation Period that will terminate on Feb. 26, 2021, if no formal agreement is made before that date. However, the City

Manager has the option to extend the Exclusive Negotiation Period for 90 days if done by Feb. 26, 2021. Through this agreement, the City is committing to exclusively negotiate with Continuum regarding the sale, disposition, and redevelopment of 11 acres of the Civic Center site (minus the new City Hall).

BUDGET/TIME IMPLICATIONS

At this time, there are no financial impacts to the City. However, with this MOU, staff will begin negotiating the terms of a redevelopment agreement with Continuum for the designated 11 acres of the Civic Center site. Staff will continue to update City Council as negotiations progress. More information on budget impacts and the preliminary term sheet will be presented to Council and NURA at a City Council executive session on Nov. 2, 2020. This term sheet will guide the formation of the RDA, which staff plans to present to City Council on Feb. 8, 2021.

The following is a list of anticipated steps of engagement:

Sept. 14, 2020:	Council resolution accepting the MOU to officially engage negotiations with Continuum
TBD, 2020:	Joint City Council/NURA visioning session
Nov. 2, 2020:	Joint City Council/NURA executive session Continuum presentation of revised concept plan and review of a preliminary term sheet, including: <ul style="list-style-type: none">• Terms and conditions• Phasing plan/development schedule• Updated source and use of funds• Outline of potential financing tools• Land value
Nov. 9, 2020:	Potential announcement date
Nov. 9-Jan. 4, 2020:	Outreach and engagement plan
Jan. 11, 2021:	Joint City Council/NURA project review and update
Feb. 8, 2021:	Approval of RDA
February 2021 - Mid-2022:	Land use approvals and pre-development
Mid-2022 - 2024:	Construction

STAFF RECOMMENDATION

Staff recommends approval of CR-128, a proposed resolution which, if approved, would enter the City into a Memorandum of Understanding (MOU) with Continuum Partners, LLC, outlining the intent of both parties to begin exclusive negotiations with Continuum as the master developer for 11 acres of the Civic Center site.

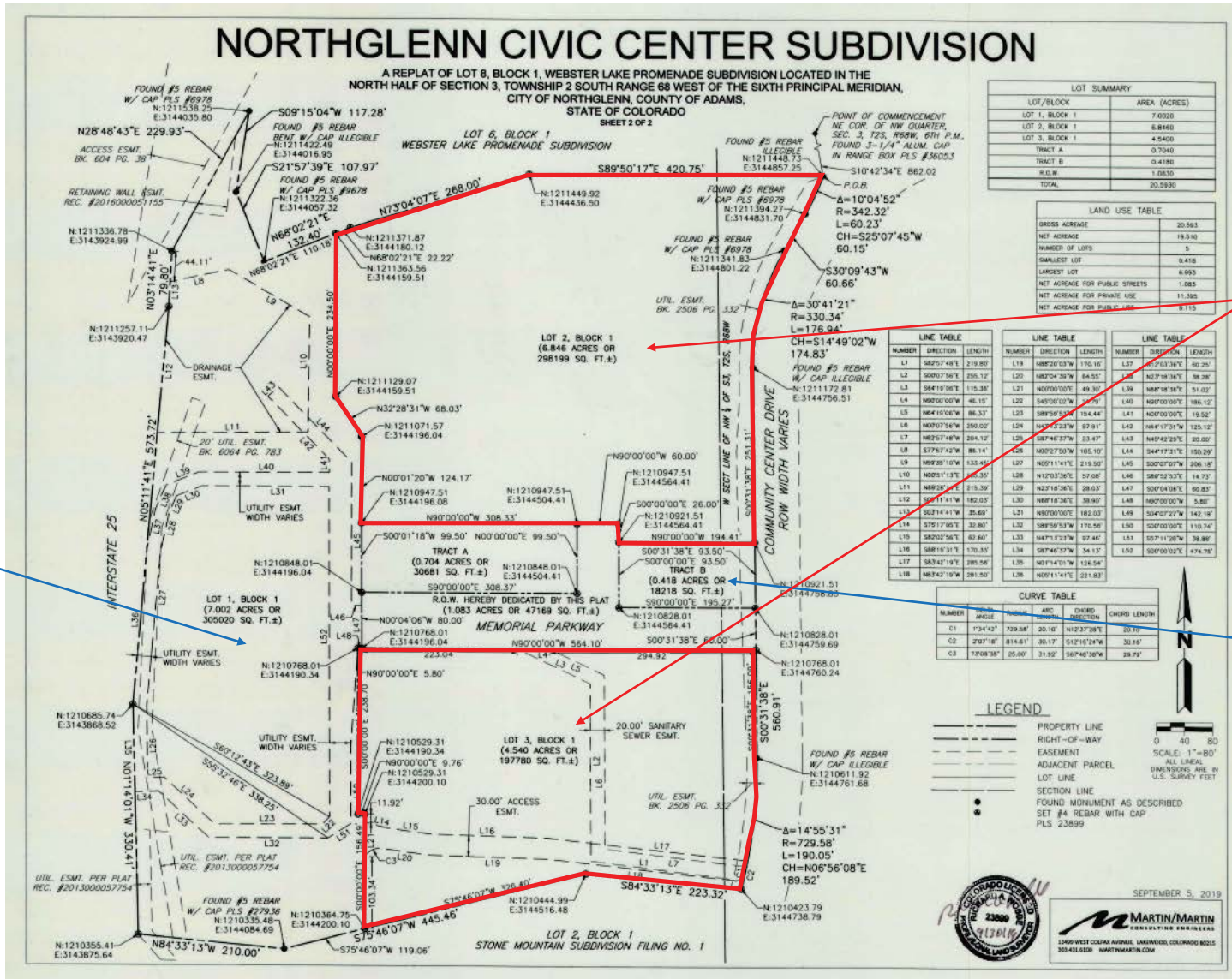
STAFF REFERENCE

If Council members have any questions they may contact Economic Development Director and NURA Executive Director Debbie Tuttle at 303.450.8743 or dtuttle@northglenn.org, or Director of Planning and Development Brook Svoboda at 303.450.8937 or bsvoboda@northglenn.org.

ATTACHMENTS

1. Civic Center plat excerpt identifying redevelopment area
2. Continuum MOU presentation

CR-128 – Memorandum of Understanding for the Civic Center P3 Master Developer
Memorandum of Understanding with Continuum Partners, LLC



Location of the new Recreation Center, Senior Center and Theatre facility.

Location of the 11 acres remaining on the Civic Center site for redevelopment as part of this MOU.

Location of the Veteran's Memorial Plaza.



MOU FOR CIVIC CENTER P3 MASTER DEVELOPER

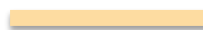

City Council Regular Meeting
Sept. 14, 2020



NORTH CIVIC CENTER MASTER PLAN GLENN

EXISTING SITE



-  - Civic Center Site
-  - New Northglenn Recreation Center, Senior Center and Theatre Construction Site



guiding principles

Vibrant



Valuable



Strategic



Connected



Sustainable



Contextual



CIVIC CENTER MASTER PLAN (Original Concept Plan)



UPDATED CONCEPT PLAN (As of JANUARY 2019)





PROJECT PROGRESSION

April 10, 2017: Council adopted the Civic Center Master Plan (CCMP).

February 2019: Consultant presented to Council a market, demographic analysis and consideration of CCMP revisions.

April 2019: Council directed staff to engage in the selection of a private development team.

August 2019: NURA bonded \$11.5 million for public infrastructure. Council and NURA approved Intergovernmental Agreement for future urban renewal project financing.

September 2019: Work began on the new Northglenn Recreation Center, Senior Center and Theatre, along with construction of the Memorial Parkway and associated public infrastructure.



PROJECT PROGRESSION CONT'D.

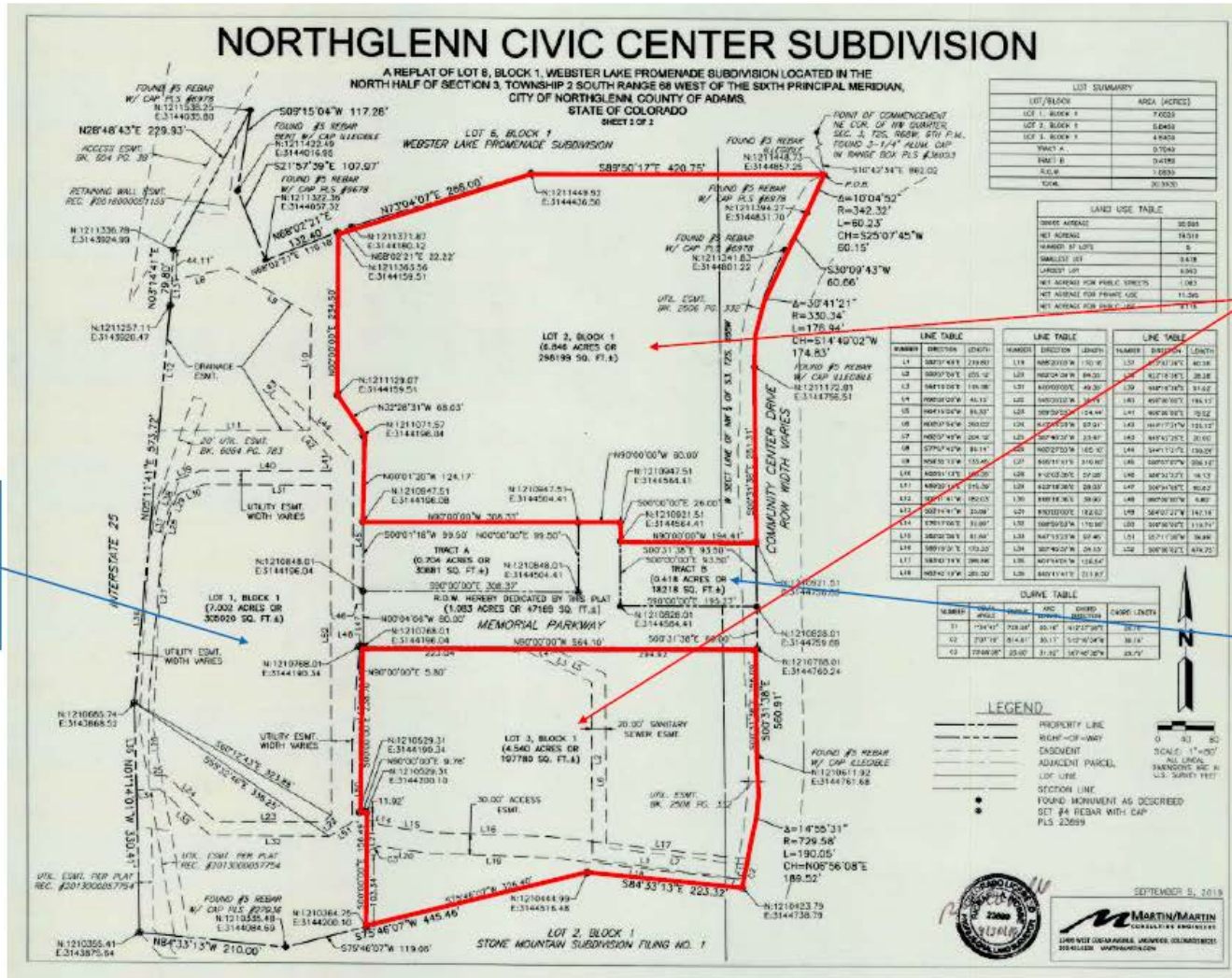
January 2020: Staff released a formal RFQ/C to seek interested parties as a master developer.

April 30, 2020: RFQ/C deadline. Staff conducted selection and proposal review, formal interviews with follow-up questions and discussions.

Aug. 3, 2020: Council directed staff to start discussions with Continuum.

Aug. 31, 2020: Staff was directed to develop an MOU with Continuum.

REDEVELOPMENT PROPERTY





MASTER DEVELOPER CONTINUUM PARTNERS

ABOUT US

Continuum Partners was founded in 1997 with a mission that continues to guide our work today: **To create and enhance the human habitat according to the best practices of community design and ecological sustainability.**



CONTINUUM



PURPOSE OF MOU

- City commits to negotiate only with Continuum regarding the sale, disposition and redevelopment of specified 11 acres.
- Create a revised concept plan and the general terms for the Redevelopment Agreement (RDA)
- Advance discussions to develop framework and expectations to begin negotiations
- Non-binding statement by both parties to guide negotiations
- Establishes an “Exclusive Negotiation Period”
- If no formal agreement is made by 2/26/21, the City Manager can authorize an additional 90 days.



WORKING TOWARDS AN RDA

Development of a Revised Concept Plan

- Includes anticipated land uses, general layout of the development area
This will help ensure that what is being proposed will be consistent with the intent of the original Master Plan and revised information presented to City Council as this project developed over time
- This will not include information such as architectural building design and other specifics. Those will be part of the development of Design Guidelines

Development of Preliminary Term Sheet

- This is the another step to development of the RDA.
- Continuum will present general terms of the agreement, including:
 - Purchase price
 - Funding
 - Timeline
 - City Hall coordination



WORKING TOWARDS AN RDA CONT'D.

- Both the concept plan and preliminary term sheet will be presented to City Council on Nov. 2, 2020.
- If both parties agree to the terms, staff will use the preliminary term sheet and concept plan as a basis toward a formal RDA.



DEVELOPMENT PROCESS

*Once an RDA is approved, the predevelopment and entitlement process can begin.
(This can last up to 18 months.)*

Predevelopment

- 1. Design Guidelines:** Developer and City work together on standards that will govern development of the site. Standards help ensure consistent development throughout the site and any zoning requirements like landscaping, public spaces, building massing, etc.
- 2. Site Plan/Architectural Development:** Developer will begin refining their architectural design and site plan layouts for submittal of entitlement plans for review by City.



DEVELOPMENT PROCESS CONT'D.

Once an RDA is approved, the predevelopment and entitlement process can begin.

Entitlements

- 1. Site Plan:** Developer submits a major site plan in accordance with UDO provisions.
- 2. Platting:** If needed, establish property lines for different development parcels.
- 3. Civil Plans:** Plans reviewed by the Public Works staff for any additional public infrastructure.



REVISED CONCEPT PLAN TIMELINE

Sept. 14, 2020:	MOU to officially engage negotiations with Continuum
Dates TBD:	Joint Council/NURA visioning session and site tours
Nov. 2, 2020:	Joint Council/NURA Executive Session Continuum Partners presentation (revised concept plan) and preliminary term sheet
Nov. 9, 2020:	Potential announcement date
Nov. 9-Jan. 4, 2020:	Outreach and management plan
Jan. 11, 2020:	Joint Council/NURA project review and update
Feb. 26, 2021:	Finalize RDA (with potential 90-day extension)
Feb.-Dec. 2021:	Land use approvals (predevelopment and entitlement process)
January 2022-2024:	Commence construction



STAFF RECOMMENDATION

- Staff recommends approval of CR-128

QUESTIONS

SPONSORED BY: MAYOR LEIGHTY

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-128
Series of 2020

Series of 2020

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NORTHGLENN AND CONTINUUM PARTNERS, LLC REGARDING A PUBLIC-PRIVATE PARTNERSHIP FOR THE IMPLEMENTATION OF PHASE 2 OF THE CIVIC CENTER MASTER PLAN

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

Section 1. The Memorandum of Understanding between the Cities of Northglenn and Continuum Partners, LLC regarding a public-private partnership for the implementation and successful development of Phase 2 of the Civic Center Master Plan, as 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 _____, 2020.

MEREDITH LEIGHTY
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this 17th day of August, 2020, by and between the City of Northglenn, Colorado (the "City"), and Continuum Partners, LLC, a Colorado limited liability company ("Continuum"). The City and Continuum are sometimes herein referred to singularly as a "Party" and collectively as "Parties."

RECITALS

A. On or about January 27, 2020, the City issued a Request for Qualifications ("RFQ") to identify a master developer interested in working with the City of Northglenn in a public-private partnership (P3) to complete the vision of the Civic Center Master Plan ("CCMP") with private development of two super-pads totaling 11.395 acres (the "Site").

B. On April 30, 2020, Continuum submitted its qualifications and proposal to the City in the form of a response to the RFQ ("Continuum's RFQ Response"). On or about August 3, 2020, the City indicated to Continuum its intention to move forward with Continuum as the master developer for the Site and the Parties have since participated in several productive conversations leading to this MOU.

C. The Parties now wish to enter into this MOU for the purpose of advancing discussions concerning a mutually agreeable framework for a public-private partnership that will lead to the successful development of the Site.

NOW THEREFORE, in consideration of the mutual agreement set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Statement of Intent. Except as provided in Section 2 below, this MOU is a non-binding statement of the Parties' current intent, understandings and assumptions regarding the general framework and structure to guide discussions for the master planning and potential development of the Site by Continuum. This MOU will guide the basis for negotiating one or more binding agreements for disposition and development of the Site although the Parties acknowledge and agree that most of the provisions do not contain sufficient detail at this point in time and will require more development and addition of detail in subsequent agreements.

2. Transaction Structure; Exclusive Negotiations. As reflected in Continuum's RFQ Response, Continuum has a vision for this Site that aligns with the City's expectations set forth in the RFQ. The Parties have not arrived at a specific overall transaction structure at this time but will use good faith efforts to negotiate a transaction or series of transactions mutually beneficial to the Parties. To this end, the City and Continuum shall make good faith efforts to negotiate a mutually acceptable agreement or agreements with respect to the sale or other disposition and master development of the Site by Continuum, including, without limitation Continuum's role as development manager/owner's representative with respect to the City's construction of a new City Hall (the "Definitive Agreements"). In the event the Parties are unable to agree upon the Definitive Agreements on or before February 26, 2021 (the "Exclusive Negotiation Period"), then this MOU and such good faith obligations shall automatically terminate unless the Parties prior to such date mutually agree to extend such time period. The City through the City Manager is authorized to extend the Exclusive Negotiation Period on behalf of the City for up to an additional ninety (90) days. The City hereby agrees that during the Exclusive Negotiation Period and, if Definitive Agreements are mutually executed, then also for the time period set forth therein, if any, the City shall negotiate exclusively with Continuum regarding the sale, disposition and master development of the Site, including a development manager/owner's representative role for the new City Hall, and will not negotiate with any other person or entity regarding the sale, ground lease, disposition or development of the Site or development advisory role with respect thereto.

To the City:

City of Northglenn
11701 Community Center Drive Northglenn,
CO 80233-8061
Phone: 303-450-8740
Email: eensey@northglenn.org
Attn: Eric Ensey, Senior Planning

To Continuum:

Continuum Partners, LLC
1881 Sixteenth Street, Suite 500
Denver, Colorado 80202
Phone: 303-573-0050
Email: mark.falcone@continuumpartners.com
Attn: Mark G. Falcone, CEO

All notices, demands, requests or other communications shall be effective upon such personal delivery, one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service, on the date of transmission if sent by confirmed email or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof: each of the Parties shall have the right from time to time to change its address or contact information.

3. Assignment. The Parties shall not assign any of its rights or delegate any of its duties hereunder to any person or entity provided, however, the City understands and agrees that one or more Continuum affiliates may enter into subsequent agreements and/or develop the Site. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

4. Default/Remedies. In the event of a breach or default of this MOU by either Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity. In the event of any litigation, arbitration or other proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

5. Governing Law and Jurisdiction. This MOU shall be governed and construed under the laws of the State of Colorado. Venue for any legal action relating to this Agreement shall be exclusive to the District Court in Adams County, Colorado.

6. Severability. If any covenant, term, condition, or provision under this MOU shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

7. Counterparts. This MOU may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

8. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

9. Amendment. This MOU may be amended from time to time by agreement between the Parties hereto, provided, however, that no amendment, modification, or alteration of the terms or provisions hereof shall be binding upon either Party unless the same is in writing and duly executed by the Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the day and year first set forth above.

City of Northglenn, Colorado

Meredith Leighty, Mayor

Attest:

Johanna Small, City Clerk

Continuum Partners, LLC,
a Colorado limited liability company



Mark G. Falcone, its Manager