
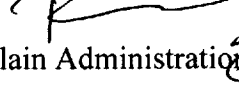



**PUBLIC WORKS DEPARTMENT
MEMORANDUM #2010 – 59**

DATE: November 11, 2010
TO: Honorable Mayor Joyce Downing and City Council Members
FROM: William A. Simmons, City Manager 
David H. Willett, Director of Public Works 
Pam Acre, Stormwater Coordinator/Floodplain Administration 
SUBJECT: CR-153 Grange Hall Creek (Washington Street Detention) Phase I – Amended IGA

BACKGROUND

Grange Hall Creek Master Drainage Plan (MDP)

The original plans for the Grange Hall Creek area from Grant Drive to Irma Drive were developed between 1976-77 in conjunction with the City of Thornton, Adams County and Urban Drainage & Flood Control District (UDFCD). The original MDP included recommendations for upgrading the area that were never implemented and the document has not been updated since then.

Proposed to UDFCD (Grange Hall Creek)

The purpose of this project is to identify and address existing drainage concerns along Grange Hall Creek from Grant Drive to Irma Drive. The scope includes establishing the deficiencies of existing drainage structures, including detention facilities, channels, and culverts within the study area and developing design plans and specifications for proposed improvements. The final design plans will be used to update the MDP. Elements of the plan that are of concern are as follows: flood conveyance, reduction in the Washington Street Pond embankment height to comply with jurisdictional dam criteria, stormwater quality, channel stability, erosion control, passive recreation and aesthetics.

Project Partnership

This project is a cooperative effort between the City of Northglenn (Northglenn) and UDFCD. This Capital Improvements Project is jointly funded. UDFCD may pay for up to half of the project costs. UDFCD is also responsible for the management of any consultants jointly hired, and for the overall management of the project.

Grange Hall Creek Project, Reach 1-7

This project extends from Grant Drive on the west to approximately 75' east of Irma Drive. The creek corridor was broken into seven (7) Reaches. Each Reach is a segment of the creek corridor with easily definable upstream and downstream ends. Northglenn and UDFCD have worked together to develop the priorities for construction based on public safety and how the proposed improvements will impact the existing system. The priorities are listed below with each reach.

- Reach 1 – Grant Drive to Washington Street Pond Embankment (Priority 2)
- Reach 2 – Washington Street Pond Embankment to Washington Street (Priority 1)
- Reach 3 – Washington Street (Priority 1)
- Reach 4 – Channel from Washington Street to Larson Drive (Priority 3)
- Reach 5 – Larson Drive to Marion Street (Priority 3)
- Reach 6 – Marion Street to Irma Drive (Priority 2)
- Reach 7 – Irma Drive (Priority 4)

Attachment A is a Reach identification map.

Why Focus on Reach 2&3

UDFCD and Northglenn are only considering Priority 1 of the project for construction at this time. This location is considered to be where the most critical public safety improvements are needed. The limits of this work will cover Reach No. 2 and 3 located at Washington Street spillway downstream to east of Washington Street and a pedestrian underpass at Washington Street.

The improvements identified will address the greatest public safety concerns within the study area by improving the Washington Street culvert to pass the 100 year storm under the street, providing safe pedestrian access across Washington Street by separating pedestrians and vehicles, and modifying the pond outlet structure to allow for passage of smaller storm events to leave room in the pond for storage of larger storm events. Improvements to the outlet structure will also reduce the frequency of stormwaters overtopping the spillway.

Design Reach 2 & 3 @ 100%

As the final design of Reaches 2 & 3 move forward, we will need to design and complete the lowering a 48" water conduit in Washington Street, owned by Denver Water. The lowering of the water conduit is necessary to achieve the needed clearances for the depth of the pedestrian underpass and the low flow channel of the creek.

Construction Cost Reach 2&3

The anticipated construction cost for Reach No. 2 and 3 is approximately \$2,200,000.00 (including pedestrian underpass and Denver Water main lowering).

Current Cost Summary

Costs to date include an update to the Master Drainage Plan for Grange Hall Creek from Grant Dr. to Irma Dr. and 30% preliminary design plans at approximately \$80,000.00. The cost to complete the final design plan (100%) for Priority I will be an additional \$120,000.00. Northglenn and UDFCD have split the design costs at 50/50. Northglenn has previously transferred \$100,000.00 to Urban Drainage for our portion of the design fees since Urban Drainage manages the project.

Total Design Costs: \$200,000.00
(30% design for the entire reach & 100% design for Priority I)

Northglenn Portion: \$100,000.00
Urban Drainage Portion: \$100,000.00

Potential Funding/Grants

Projects of this nature meet the criteria set by Adams County for the use of CDBG funds. We hope to set aside two years worth of CDBG (pedestrian mobility) funding to equal approximately \$400,000.00. We have included approximately \$250,000 in our CIP budget from the Stormwater Fund for each of the years 2011, 2012 and 2013 to total \$750,000 towards this effort. Northglenn staff has also requested an additional \$300,000.00 from UDFCD which, if approved, would be included in their 2012 or 2013 Budget.

NEXT STEPS

Amend IGA

Urban Drainage is requesting an amendment of the IGA to encumber additional funds for the Denver Water effort. Urban Drainage previously allocated \$50,000.00 in their 2010 budget for design and construction costs associated with this project. They also have \$250,000.00 currently allocated in their 2011 budget for construction. Northglenn previously allocated \$600,000.00 in our 2010 budget for construction costs. This amendment of the IGA would encumber the \$50,000.00 from Urban Drainage and \$100,000.00 from Northglenn. Any funds not spent on the Denver Water line would be held in escrow for the remainder of Priority I of the project.

Final IGA Amendment

Following the completion of the Denver Water conduit design work, Northglenn would need to again amend the IGA with UDFCD to encumber the funds for construction of the Priority I improvements. UDFCD would continue to be the project manager for this portion with active involvement from Northglenn staff.

BUDGET/TIME IMPLICATIONS

Denver Water will only agree to the lowering of the waterline during the off season (or winter months). Therefore, in order to complete the design and the Denver Water review process to allow construction of the waterline during the 2012/2013 winter months, the design must commence soon requiring a revision to the existing IGA.

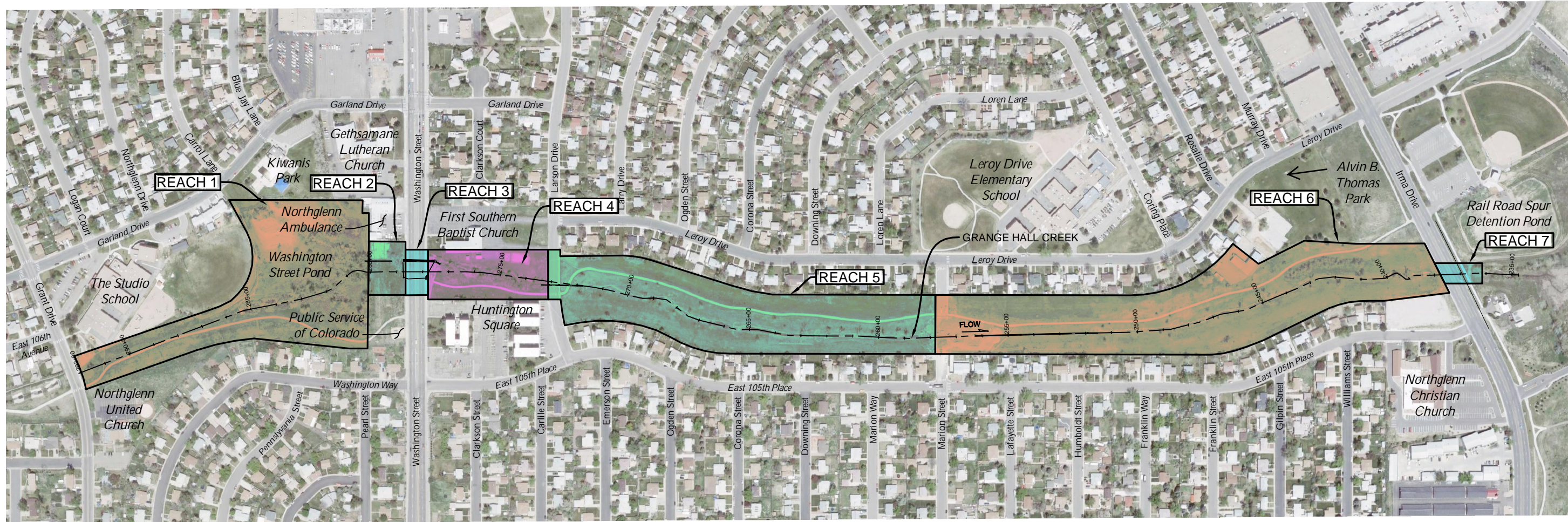
RECOMMENDATION

Attached to this memorandum is a Resolution that, if approved, would authorize the Mayor to execute the attached amended Intergovernmental Agreement with UDFCD to continue forward with the design and the construction of the improvements for Reaches No. 2 and 3. Staff recommends approval of this resolution.

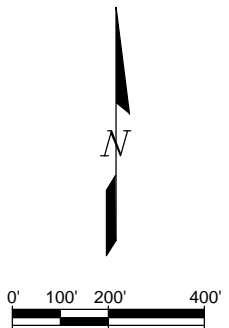
STAFF REFERENCE

David H. Willett, P.E., Director of Public Works
Pam Acre, CSM, Stormwater Coordinator

dwillett@northglenn.org or 303.450.8783
pacre@northglenn.org or 303.450.8792



NAME: P:\09-033-01 Grange Hall Creek Grant to Larson\CAD\09-033-01 REACH1.MXD DATE: MAY 24, 2010 TIME: 1:57 PM



SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-153
Series of 2010

Series of 2010

A RESOLUTION APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT REGARDING THE 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 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 _____, 2010.

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. 08-08.06A

THIS AGREEMENT, made this _____ day of _____, 2010 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; and

WHEREAS, PARTIES desire to increase the level of funding by \$150,000; and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. 32, Series of 2010); 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 for the Washington Street crossing, the channel from Washington Street to Larson Drive, and the Larson Drive crossing;
2. Design of Denver Water waterline improvements;
3. Contingencies mutually agreeable to PARTIES.

B. It is understood that PROJECT costs as defined above are not to exceed \$350,000 without amendment to this Agreement.

The total PROJECT costs, up to this point, for the various elements of the effort are estimated as follows:

<u>ITEM</u>	<u>AMOUNT</u>
1. Final Design	\$300,000
2. Contingency	50,000
Grand Total	\$350,000

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	42.86%	\$100,000	\$ 50,000	\$150,000
CITY	57.14%	\$100,000	\$100,000	\$200,000
TOTAL	100.00%	\$200,000	\$150,000	\$350,000

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, as detailed above in Item 1. Paragraph 4.C. (CITY - \$200,000; DISTRICT - \$150,000) 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)

By _____

ATTEST:

Title Executive Director

Date _____

CITY OF NORTHGLENN

(SEAL)

By _____

ATTEST:

Title _____

Date _____

APPROVED AS TO FORM:

City Attorney