




CITY MANAGER'S OFFICE MEMORANDUM
#11-2022

DATE: Feb. 14, 2022

TO: Honorable Mayor Meredith Leighty and City Council Members

FROM: Heather Geyer, City Manager 
Brook Svoboda, Director of Planning and Development 
Debbie Tuttle, Economic Development Director 

SUBJECT: CR-52 – Fourth Amendment to Continuum Partners LLC Memorandum of Understanding for the Civic Center P3 Master Developer

PURPOSE

To consider CR-52, a resolution approving a fourth extension of the Memorandum of Understanding (MOU) between the City and Continuum Partners LLC (Continuum), the Civic Center P3 Master Developer.

BACKGROUND

The City Council entered into an MOU with Continuum on Sept. 14, 2020. The MOU entered both parties into an Exclusive Negotiation Period with the intent of negotiating terms of a public-private partnership to complete the vision of the Civic Center Master Plan (CCMP). A First Amendment to the MOU extending the negotiation period was approved by the City Manager on March 1, 2021. Subsequently, City Council approved a Second Amendment on May 10, and a third amendment on Oct. 25 for an additional 13 weeks that is set to expire on Feb. 28, 2022.

On Jan. 10, staff presented to Council in Executive Session an update on the project, a revised conceptual site plan, and a proposed location for the new City Hall. Additionally, on Jan. 24 staff provided an overview of the CCMP and progress report on the project. Based on feedback from both meetings, staff recommended hiring Jay Renkens from MIG, the civil engineering firm used for the original CCMP design. MIG will conduct one-on-one interviews with Council members the first two weeks in February. On Feb. 16, MIG will facilitate a visioning and values exercise with Council and Continuum to ensure there is consensus and alignment for the project, and guide staff and the developer in future site planning and negotiations. MIG will present findings from Council interviews and a report that provides alternative site plan rendering(s) representative of Council feedback.

The attached Fourth Amendment to the MOU includes a provision that if City Council is dissatisfied with the new conceptual site plan scheduled to be presented to City Council on March 30, the City can terminate the MOU prior to the expiration date. In the event the MOU is terminated, the City will reimburse Continuum for any third-party engineering costs paid by Continuum to Martin/Martin Consulting Engineers for site engineering analysis and work completed after the execution of the Fourth Amendment, and prior to the date of termination of the Agreement, in an amount not to exceed \$20,000.00.

NEXT STEPS

Exhibit 1 of the MOU is the proposed timeline of activities that will take place during the MOU extension period. This will provide additional time for staff, Continuum, and the consultants to finalize infrastructure requirements and costs, and to work on an agreed upon site plan, term sheet and redevelopment agreement.

BUDGET/TIME IMPLICATIONS

There are no budget impacts with the Fourth Amendment to the MOU, unless the City chooses to terminate the agreement prior to the termination date. If this occurs, the City would be responsible for reimbursing Continuum for consulting work completed by Martin/Martin not to exceed \$20,000 of out-of-pocket infrastructure design costs incurred after the extension and prior to the termination date. There will also be staff time implications.

STAFF RECOMMENDATION

Staff recommends approval of CR-52, a resolution that, if approved, would authorize the Mayor to execute a Fourth Amendment to the MOU with Continuum extending the term of the agreement by four and one-half additional months, with an expiration date of July 11, 2022.

STAFF REFERENCE

If Council members have any questions, please contact:

- Brook Svoboda, Director of Planning and Development, at bsvoboda@northglenn.org or 303.450.8937
- Debbie Tuttle, Economic Development Director, at dtuttle@northglenn.org or 303.450.8743

CR-52 – Fourth Amendment to Memorandum of Understanding for the Civic Center P3 Master Developer

SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER'S RESOLUTION

RESOLUTION NO.

No. CR-52
Series of 2022

Series of 2022

A RESOLUTION APPROVING A FOURTH AMENDMENT TO THE 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 Fourth Amendment to the Memorandum of Understanding between the City 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, is hereby approved and the Mayor is authorized to execute same on behalf of the City.

DATED at Northglenn, Colorado, this ____ day of _____, 2022.

MEREDITH LEIGHTY
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

FOURTH AMENDMENT TO MEMORANDUM OF UNDERSTANDING

THIS FOURTH AMENDMENT TO MEMORANDUM OF UNDERSTANDING (the "Fourth Amendment") is entered into this 14th day of February, 2022, 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 September 14, 2020, the City and Continuum entered into a Memorandum of Understanding ("**Original MOU**") to evaluate 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. The Original MOU contained an Exclusive Negotiation Period that expired on February 26, 2021.

C. The Parties extended the Exclusive Negotiation Period from the Original MOU for an additional ninety (90) days via approval of the First Amendment to Memorandum of Understanding, dated March 1, 2021, which Exclusive Negotiation Period would have expired on May 26, 2021.

D. The Parties further extended the Exclusive Negotiation Period via approval of the Second Amendment to Memorandum of Understanding dated May 10, 2021, to November 26, 2021.

E. The Parties thereafter further extended the Exclusive Negotiation Period via approval of the Third Amendment to Memorandum of Understanding dated October 25, 2021, to February 28, 2022.

F. The Parties now desire to further extend the Original MOU by this Fourth Amendment, but subject to the additional terms and conditions set forth below. The Original MOU and the amendments thereto are hereafter referred to as this "**Agreement**".

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. The Exclusive Negotiation Period as set forth in Section 2 of the Original MOU is hereby extended through and including July 11, 2022, but subject to the Parties agreement to the timeline for performance attached hereto as **Exhibit A** and incorporated herein by this reference.

2. Cooperation in Conceptual Site Plan Process.

A. The Parties agree to participate and cooperate in the creation of a Conceptual Site Plan subject to the timeline set forth in Exhibit A. The Parties recognize that the presentation of a

Conceptual Site Plan to the City Council is currently scheduled to occur March 30, 2022 (the "CSP Presentation Date"), although certain dates are subject to change. If following the CSP Presentation Date, either Party desires to terminate this Agreement, such Party may terminate by issuing the other party a Notice of Termination in accordance with Section 4 of the Original MOU.

B. In the event of a termination of this Agreement, either based on a Notice of Termination issued by either Party prior to the Termination Date set forth in Exhibit A, or if the Original MOU as amended by this Fourth Amendment expires by its own terms, each Party shall be responsible for paying its own costs and expenses incurred pursuant to this Agreement, except that the City shall reimburse Continuum for any third party engineering costs actually paid by Continuum to Martin/Martin Consulting Engineers for Site Engineering Analysis in furtherance of the "public-private partnership (P3) to complete the vision of the Civic Center Master Plan ("CCMP")" as defined in the Original MOU, to the extent such costs were incurred after the execution of this Fourth Amendment and prior to the date of termination of this Agreement, in an amount not to exceed Twenty Thousand Dollars (\$20,000.00).

3. Except as to the specific additional provisions of the Fourth Amendment set forth above, the Original MOU remains in full force and effect and is hereby ratified by the City and Continuum.

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

CITY OF NORTHGLENN, COLORADO

MEREDITH LEIGHTY
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

CONTINUUM PARTNERS, LLC,

a Colorado limited liability company

Mark G. Falcone, its Manager

TENTATIVE TIMELINE
Continuum Fourth Amendment to MOU

TASK	DATES	DURATION	LEAD
Council Visioning Exercise (1:1 interviews)	Feb. 1-10	(10 days)	MIG
Fourth MOU Extension	Feb. 14		City
Work Session with Council/Continuum	Feb. 16 (7pm)		City / Continuum / MIG
Staff / Continuum / MIG Coordination	Week of Feb. 21	(1 week)	City / Continuum / MIG
Develop Conceptual Site Plan (CSP)	Feb. 21-March 30	(5 ½ weeks)	Continuum
Present CSP to Council	March 30		City / Continuum / MIG
Continuum Site Eng. Analysis / Proforma	March 31-May 4	(5 weeks)	Continuum
Draft RDA / Proforma review	May 4-June 6	(4 ½ weeks)	City / Continuum
Present RDA to Council in Exec. Session	June 13		City / Continuum
Council Approval	June 27		City / Continuum
MOU Termination Date	July 11		City / Continuum