



**CITY MANAGER'S OFFICE  
MEMORANDUM 17-01**

DATE: January 9, 2017

TO: Honorable Mayor Joyce Downing and City Council Members

FROM: James A. Hayes, AICP – City Manager   
David H. Willett – Director of Public Works  
~~James S. May – Chief of Police~~ 

SUBJECT: **Council Discussion Item**  
Ralston House Update – January 2017

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**PURPOSE**

The City Project team provides an update to the City Council on the project status of the Ralston House monthly. This is the January, 2017 update.

**BACKGROUND**

As noted in the November, 2016 update, the 100% Design Development (DD) package is complete. Eidos Architects PC, the project designer, has begun preparation of the Construction Documentation package. The construction document/bid set is anticipated Q1 2017.

Business Points of Agreement by the Municipal Parties:

- Total project cost: \$1,700,000
- Monies paid by jurisdictions under Phase 1 IGA: \$270,000 (if not all used for design, will be credited towards construction)
- Project cost balance due: \$1,430,000
- In principal, at a staff level, the various jurisdictions agreed to fund 75% of the remaining balance, the remainder will be covered with third party grants
- If additional grant funding does not cover the balance, the parties will meet to negotiate funding for the remaining balance

**UPDATE**

The City of Northglenn hosted a conference call negotiation session on December 14, 2016 and resolved most of the business points in the agreement. Thornton and Aurora have initiated legal review which provided additional edits during the meeting in December. The latest draft of the IGA has been distributed to the Municipal Parties to complete their legal review in advance of the next negotiation session on January 11, 2017. Another important element of the project is to ensure each Municipal Party appropriates the contributions in their 2017 annual budgets. The following is a list of the Parties and the appropriation status as of December 14, 2016.

- Adams County – appropriated in 2017
- Aurora – will consider re-appropriation in Spring, 2017 coincidental with the adoption of the IGA
- Brighton – appropriated in 2017
- Broomfield – appropriated in 2018, but will consider re-appropriation for 2017 budget coincidental with adoption of the IGA
- Commerce City – will consider re-appropriation in February, 2017 coincidental with the adoption of the IGA
- Federal Heights – appropriated in 2017
- Northglenn – appropriated in 2017

- Thornton – appropriated in 2017
- Westminster – appropriated in 2017

Brighton and Commerce City have tentatively scheduled the IGA for adoption by their respective City Councils in February, 2017.

The City of Northglenn Planning Commission approved the Final Development Plan for Ralston House at their meeting on December 20, 2016. Mayor Downing and City Manager Hayes attended the meeting and Mayor Downing responded to questions.

As noted during the November, 2016 update, the Department of Local Affairs (DOLA) has amended their grant cycle for the Energy Impact Grant program. Initially, the application deadline was December 1, 2016 with a formal decision expected in April, 2017. DOLA has decided to combine the December, 2016 and April, 2017 cycles into one round that has a deadline of February 1, 2017.

DOLA / Energy Impact Grant specifics:

- City of Northglenn must be the applicant
- General criteria is: oil and gas impacts in Adams County, need for the facility, readiness (start within 3-4 months and complete within 12 months), and local cash commitment (at least 50%)
- Application due February 1, 2017
- Estimated \$12 million available with \$1 million maximum request
- Typically have 50-75 applicants each cycle and it is very competitive
- Mr. Sandoval believes \$500,000 is a reasonable request, the Board may approve grants with a lower amount if it does not jeopardize the entire project
- There is a good opportunity that this project can receive this grant and the schedule appears to match the preferred construction schedule for the project
- Mr. Irv Halter, Executive Director from DOLA attended a tour in the City of Northglenn on December 12, 2016 including the Ralston House location
- Mr. Halter reiterated the competitive nature of the grant funding, but was generally supportive of the project and believed it would be received well given the multi-jurisdictional partnership.

### **BUDGET IMPLICATIONS**

The City of Northglenn has appropriated \$37,798 in the 2017 Capital Projects Fund of which \$37,798 will be the City share of the capital construction in the IGA. The balance of the funds are set aside to cover site preparation work and other costs associated with the project that are the sole responsibility of Northglenn. Any unused funds after completion of the project will be left in the Capital Projects Fund and may be redirected to other projects as appropriate.

### **SCHEDULE/TIME IMPLICATIONS**

Adoption of the Phase 2 IGA is a critical step in securing additional funding noted in the IGA Shortfall Amount. Once the IGA is adopted by all Parties, Ralston House may formally apply for grant funding from non-profit organizations in the region. The City of Northglenn will complete the DOLA grant application in advance of the deadline and it is important to have the IGA completed before the staff recommendation and final decision is made in early Q2 2017. The City may not issue a Notice to Proceed (NTP) with the selected contractor until the final contract for the grant is executed with DOLA, if applicable. This has the potential to delay construction start into June/July 2017 with the goal to still complete the project by the end of 2017.

**NEXT STEPS/CITY COUNCIL OPTIONS**

Northglenn will host the next negotiation session on January 11, 2017 with the goal to have the IGA ready for adoption by the Municipal Parties in February, 2017. Staff has tentatively scheduled the IGA for adoption by Northglenn City Council on February 13, 2017.

**STAFF RECOMMENDATION**

None, information only.

**STAFF REFERENCE**

James A. Hayes, AICP – City Manager	<a href="mailto:jhayes@northglenn.org">jhayes@northglenn.org</a>	303.450.8706
David Willett, MBA, PE – Director of Public Works	<a href="mailto:dwillett@northglenn.org">dwillett@northglenn.org</a>	303.450.8783

**ATTACHMENTS**

Ralston House Northglenn Final Development Plan  
Ralston House IGA Phase 2 with Exhibits (Draft, December 23, 2016)

**RALSTON HOUSE NORTHGLENN  
FINAL DEVELOPMENT PLAN**  
2360 W 112th Avenue Northglenn, CO 80234  
Part of the Northwest One-Quarter of Section 9 Township 2 South, Range 68 West of the Sixth Principal Meridian  
In the City of Northglenn, County of Adams, State of Colorado  
Sheet 1 of 7

**City of Northglenn Standard Notes**

"All water and sanitary sewer construction shall conform to City of Northglenn Utility Standards and Specifications."  
 "Installation of all utility taps shall be observed by City of Northglenn Personnel."  
 "All construction in the public right-of-way shall be in conformance with City of Northglenn Street and Drainage Standards and Specification."  
 "All construction within the public right-of-way shall meet the requirements of the Americans with Disabilities Act of 1990."  
 "Prior to issuance of a building permit, the City must review and approve the following:  
 1. Grading and drainage plan and report  
 2. Erosion control plan  
 3. Water and sanitary sewer utility construction plan  
 4. Landscape plan  
 5. Irrigation plan  
 6. Complete construction plans for all required public improvements"  
 "All existing meter vaults, utility service lines appurtenances, street curb, gutter, sidewalk and trail on and adjacent to this site shall be repaired as necessary and brought to current City standards."  
 "Street lights on public streets adjacent to this site, if necessary, shall be designed and installed by Xcel Energy according to City approved standards and paid for by the developer or property owner prior to issuance of any certificate of occupancy."

**Site Summary Data**

Address: 2360 W. 112th Avenue  
Northglenn, CO 80234  
 Site Area: 32,733 SF  
 Zone: O-1 Open Zones  
 Proposed Use: Community

**Lease Parcel Legal Description:**

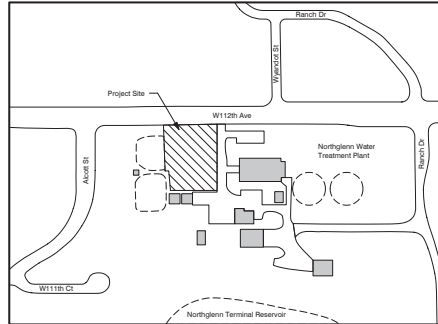
THAT PART OF THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS:  
 COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 9, THENCE SOUTH 09°01'20" WEST ALONG THE WEST LINE OF THE PUBLIC RIGHT-OF-WAY AS DESCRIBED IN RESOLUTION NO. 12-34, SERIES OF 2012, A DISTANCE OF 50.00 FEET TO THE SOUTH LINE OF SAID PUBLIC RIGHT-OF-WAY, THENCE SOUTH 89°49'53" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 148.38 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 03°00'10" EAST A DISTANCE OF 139.33 FEET, THENCE NORTH 86°32'31" EAST A DISTANCE OF 12.00 FEET, THENCE SOUTH 09°58'10" EAST A DISTANCE OF 89.40 FEET, THENCE NORTH 89°40'00" EAST 138.89 FEET, THENCE NORTH 01°38'30" EAST A DISTANCE OF 206.00 FEET, TO THE SOUTH LINE OF SAID PUBLIC RIGHT-OF-WAY, THENCE NORTH 89°49'53" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 171.33 FEET TO THE POINT OF BEGINNING, CONTAINS 32,732 SQUARE FEET OR 0.7514 ACRES MORE OR LESS.

**Building Information:**

Occupancy Classification: B  
 Construction Type: Type V-B  
 Building Height: 17'-0" (Main Roof), 20'-0" (Chimney)  
 Number of Stories: One Story  
 Approximate Size: 4,990 SF

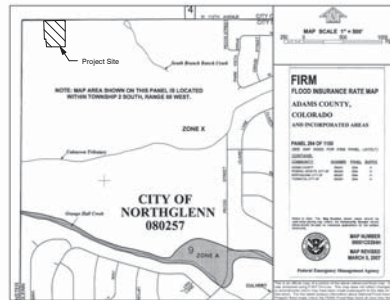
**Site Data Table**

Item	Square Footage	% Of Gross Site
<b>Gross Site Area:</b>	<b>32,733 SF</b>	<b>100%</b>
<b>Gross Floor Area:</b>	<b>4,990 SF</b>	<b>15%</b>
<b>(Paving and Structures)</b>	<b>(14,706 SF)</b>	<b>(45%)</b>
Building Footprint	(4,990 SF)	(15%)
Asphalt Paving	(7,924 SF)	(24%)
Concrete Paving	(1,312 SF)	(04%)
Curb & Gutter	(480 SF)	(02%)
<b>(Landscape Coverage)</b>	<b>(18,027 SF)</b>	<b>(55%)</b>
<b>Right of Way Area:</b>	<b>1,560 SF</b>	
Item	Count	
<b>Total Parking Spaces:</b>	<b>22 Spaces</b>	
<b>(Standard Parking Spaces)</b>	<b>(21 Spaces)</b>	
<b>(H.C. Accessible Spaces)</b>	<b>(01 Spaces)</b>	



Vicinity Map

1" = 200'



Flood Plain Map

**Owner:**  
 City of Northglenn  
 11701 Community Center Drive  
 Northglenn, Colorado 80233  
 Phone: (303)-451-8326

**Architects:**  
 Eidos Architects, PC  
 5400 Greenwood Plaza Blvd.  
 Greenwood Village, Colorado 80111  
 Phone: (720)-200-0630

**Civil Engineers:**  
 Colorado Civil Group, Inc.  
 9110 Quaker Street, Suite D  
 Loveland, Colorado 80538  
 Phone: (970)-278-8059

**Structural Engineers:**  
 The Leffer Group  
 5690 Webster Street  
 Arvada, Colorado 80002  
 Phone: (720)-860-4096

**Mechanical Engineers:**  
 McGrath Inc.  
 5353 W. Dartmouth Avenue, Suite 508  
 Denver, Colorado 80227  
 Phone: (303)-959-0220

**Electrical Engineers:**  
 Alber Engineering, Inc.  
 5173 Oak Hollow Drive  
 Morrison, Colorado 80465  
 Phone: (303)-941-8636

**Irrigation Consultant:**  
 HydroSystems KDI  
 860 Labor Street, Suite 200  
 Lakewood, Colorado 80401  
 Phone: (303)-980-5327

**Sheet Index**

Sheet 1 of 7	Cover Sheet
Sheet 2 of 7	Site Survey - For Information Purposes Only
Sheet 3 of 7	Site Plan
Sheet 4 of 7	Landscape Plan
Sheet 5 of 7	Elevations
Sheet 6 of 7	C-8 - Phase II Final Utility Plan
Sheet 7 of 7	C-10 - Final Grading Plan

**CURRENT SUBMITTAL:**

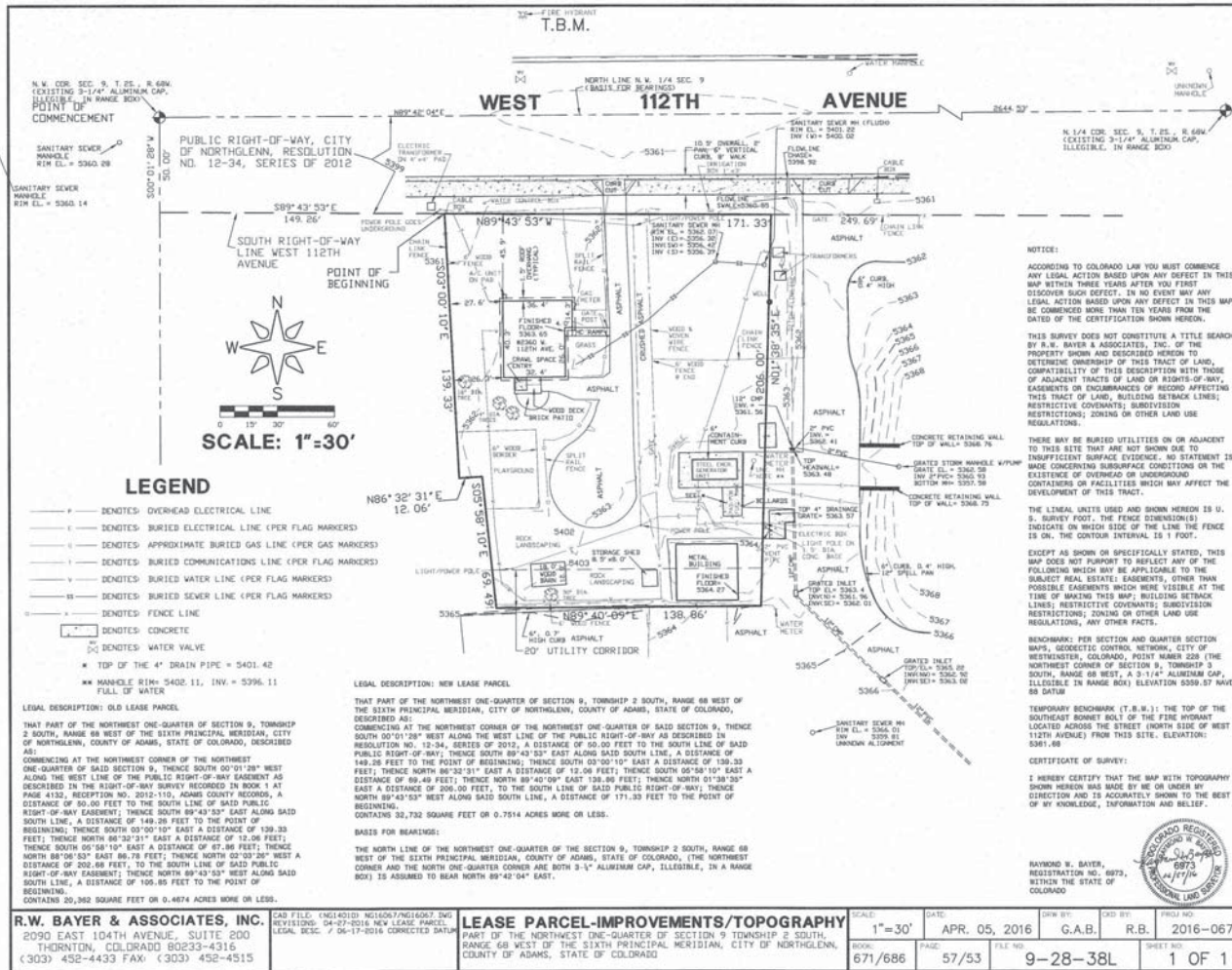
MARK	DATE	DESCRIPTION
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	08/27/16	First Submittal



City Planner \_\_\_\_\_ Date \_\_\_\_\_

**Sheet 1 of 7**

**RALSTON HOUSE NORTHGLENN  
FINAL DEVELOPMENT PLAN**  
2360 W 112th Avenue Northglenn, CO 80234  
Part of the Northwest One-Quarter of Section 9 Township 2 South, Range 68 West of the Sixth Principal Meridian  
In the City of Northglenn, County of Adams, State of Colorado  
Sheet 2 of 7



**Eidos ARCHITECTS**  
5400 Greenwood Plaza Blvd  
Greenwood Village, CO 80111  
Phone: 720.200.6881  
Fax: 720.200.0631  
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CURRENT SUBMITTAL:		
MARK	DATE	DESCRIPTION
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	02/07/18	Final Submittal

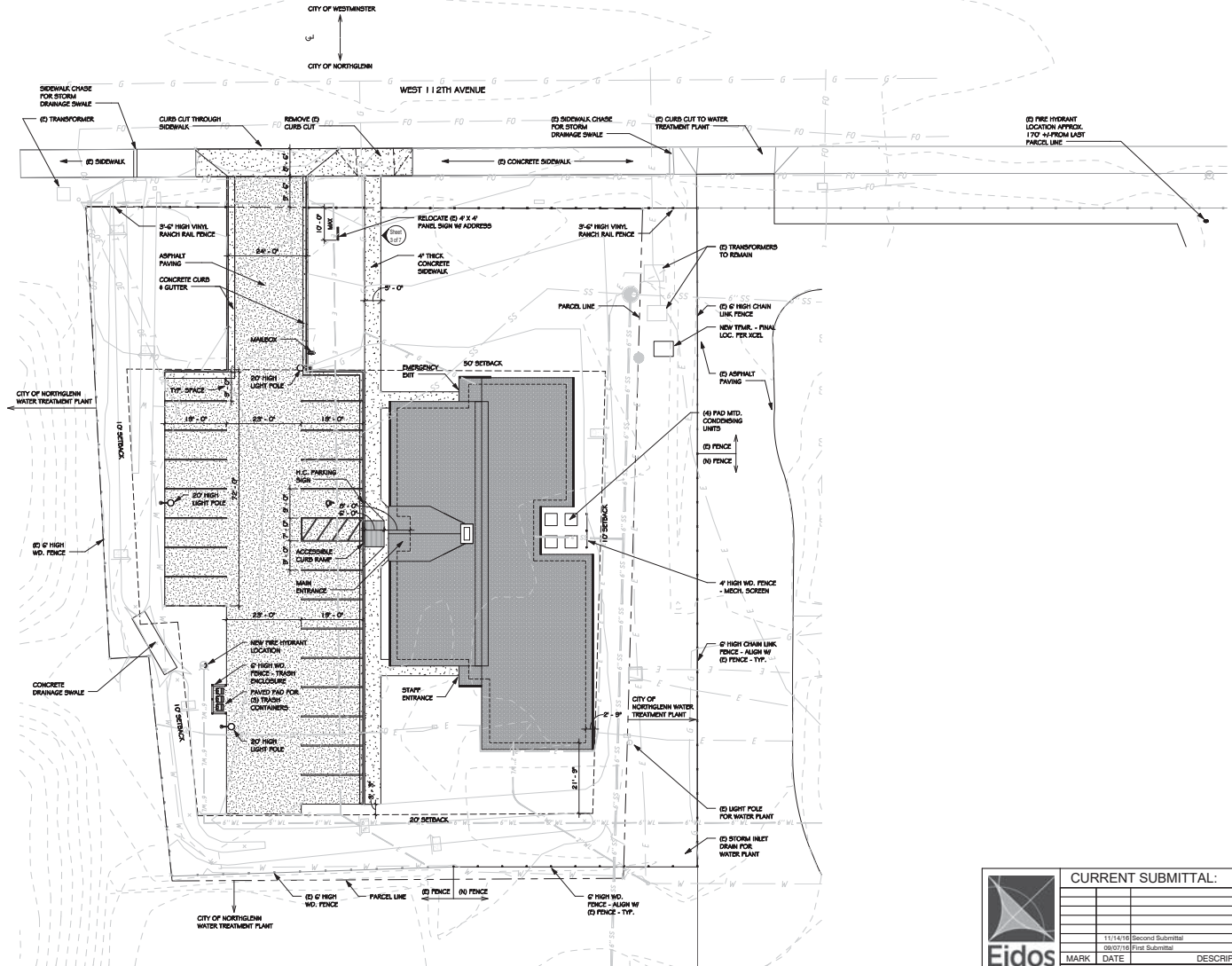
**Site Survey - For Information Purposes Only**

**Sheet 2 of 7**

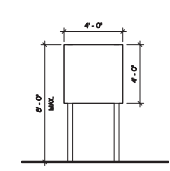
Ralston House Northglenn 16022



**RALSTON HOUSE NORTHGLENN  
FINAL DEVELOPMENT PLAN**  
2360 W 112th Avenue Northglenn, CO 80234  
Part of the Northwest One-Quarter of Section 9 Township 2 South, Range 68 West of the Sixth Principal Meridian  
In the City of Northglenn, County of Adams, State of Colorado  
Sheet 3 of 7




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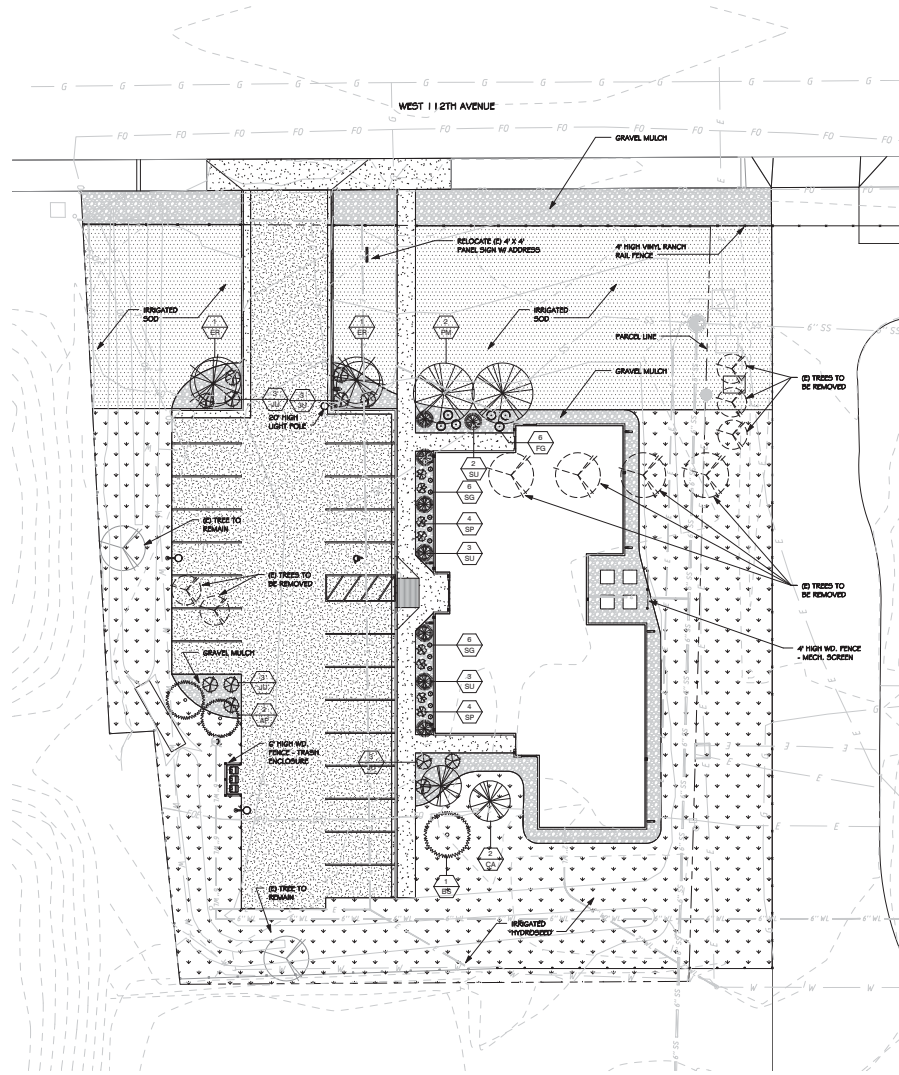


1. Existing Entrance Sign  
1/4" = 1'-0"

Site Plan - FDP  
1/16" = 1'-0"

 <b>Eidos</b> ARCHITECTS		CURRENT SUBMITTAL:	
		11/14/16	Second Submittal
MARK	DATE	DESCRIPTION	
		11/14/16 First Submittal	
Site Plan			
<b>Sheet 3 of 7</b>			
5400 Greenwood Plaza Blvd. Greenwood Village, CO 80111 Phone: 303.200.6480 Fax: 720.200.0631 © 2016		Ralston House Northglenn 16022	

**RALSTON HOUSE NORTHGLENN  
FINAL DEVELOPMENT PLAN**  
2360 W 112th Avenue Northglenn, CO 80234  
Part of the Northwest One-Quarter of Section 9 Township 2 South, Range 68 West of the Sixth Principal Meridian  
In the City of Northglenn, County of Adams, State of Colorado  
Sheet 4 of 7



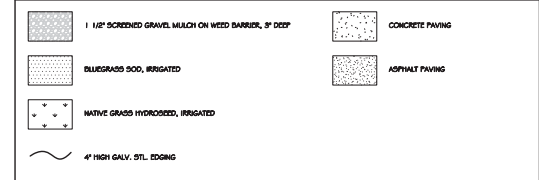
Landscape Plan - FDP  
1/8" = 1'-0"

**Site Data Table**

Item	Square Footage	% Of Gross Site
<b>Gross Landscape Coverage:</b>	<b>18,027 SF</b>	<b>55%</b>
<b>(On-Site Living Material)</b>	<b>(15,797 SF)</b>	<b>(48%)</b>
Bluegrass Sod	(6,657 SF)	(20%)
Native Grass Hydroseed	(9,140 SF)	(28%)
<b>(On-Site Non-Living Material)</b>	<b>(2,230 SF)</b>	<b>(07%)</b>
1 1/2" Screened Gravel Mulch	(2,230 SF)	
<b>Right of Way Area:</b>	<b>(1,560 SF)</b>	
<b>(On-Site Non-Living Material)</b>	<b>(1,560 SF)</b>	
1 1/2" Screened Gravel Mulch	(1,560 SF)	
<b>Gross Irrigation Coverage:</b>	<b>16,957 SF</b>	<b>52%</b>
<b>Spray Irrigated Areas:</b>	<b>(15,797 SF)</b>	<b>(48%)</b>
Bluegrass Sod	(6,657 SF)	(20%)
Native Grass Hydroseed	(9,140 SF)	(28%)
<b>Drip Irrigated Areas:</b>	<b>(1,160 SF)</b>	<b>(04%)</b>
Tree & Shrub Areas	(1,160 SF)	(04%)

**Landscape Legend**

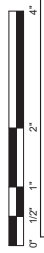
SYMBOL	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	NOTES
<b>EVERGREEN TREES</b>					
AP	2	PIRUS NIGRA	AUSTRIAN PINE	8" H.	DBS
BS	1	PICEA PLUNGENS GLAUCA BARKER	BAKER'S BLUE SPRUCE	8" H.	DBS
<b>DECIDUOUS TREES</b>					
PK	2	QUERCUS CHAMPAEDIS	EASTERN REDBUD	2" CAL.	DBS
TM	2	ACER TRUNCATUM X ACER PLATANOIDES	PACIFIC SUMMIT MAPLE	2" CAL.	DBS
CA	2	MALUS X SPRING SNOW	SPRING SNOW CRABAPPLE	2" CAL.	DBS
<b>SHRUBS</b>					
SU	5	RHUS ARBORESCENS 'SUNGLOW'	GRASS-LOW FRAGRANT SUMAC	5 GAL.	
SP	5	CARYOPTERIS X CLAUDONENSIS	BELLE MEIST SPIREA	5 GAL.	
JU	12	JUNIPERUS SABINA 'BUFFALO'	BUFFALO JUNIPER	5 GAL.	
<b>ORNAMENTAL GRASSES</b>					
SG	12	MISCANTHUS SINENSIS 'MORNING LIGHT'	JAPANESE SILVER GRASS 'MORNING LIGHT'	5 GAL.	
FG	6	FENESTELUM ALPEJOLOSIDES 'YAMBLIF'	DWARF FOUNTAIN GRASS 'YAMBLIF'	5 GAL.	




**Landscape Notes**

\*No tree or shrub more than 36 inches higher than top of curb shall be planted neither in any 50 foot vision triangle at any street intersection nor in any 25 foot vision triangle at the intersection of any driveway and public street.  
\*No tree shall be planted within 10 feet of any underground utility line.\*

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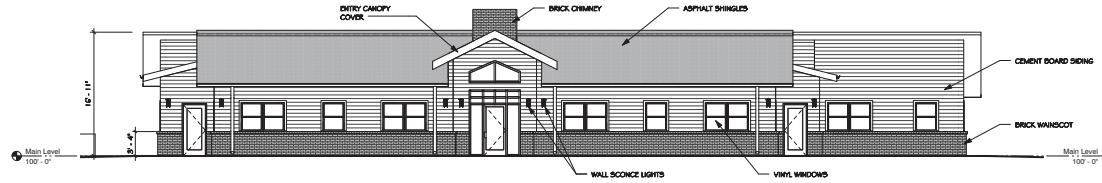
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	08/07/16	First Submittal

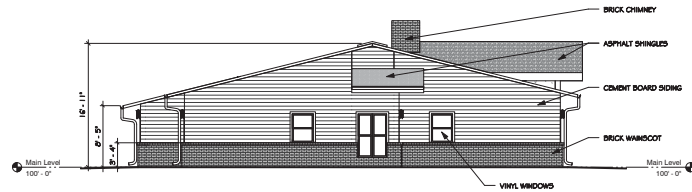
**Landscape Plan**

**Sheet 4 of 7**

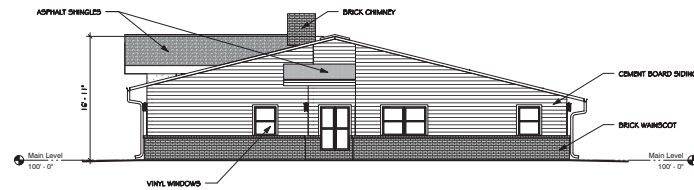
**RALSTON HOUSE NORTHGLENN**  
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 Sheet 5 of 7



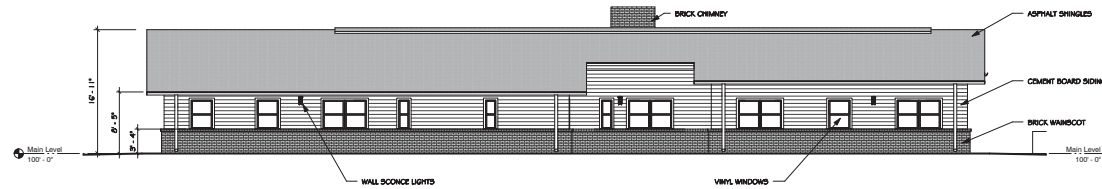
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 1/8" = 1'-0"



2. North Exterior Elevation - FDP  
 1/8" = 1'-0"

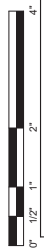



3. South Exterior Elevation - FDP  
 1/8" = 1'-0"



4. East Exterior Elevation - FDP  
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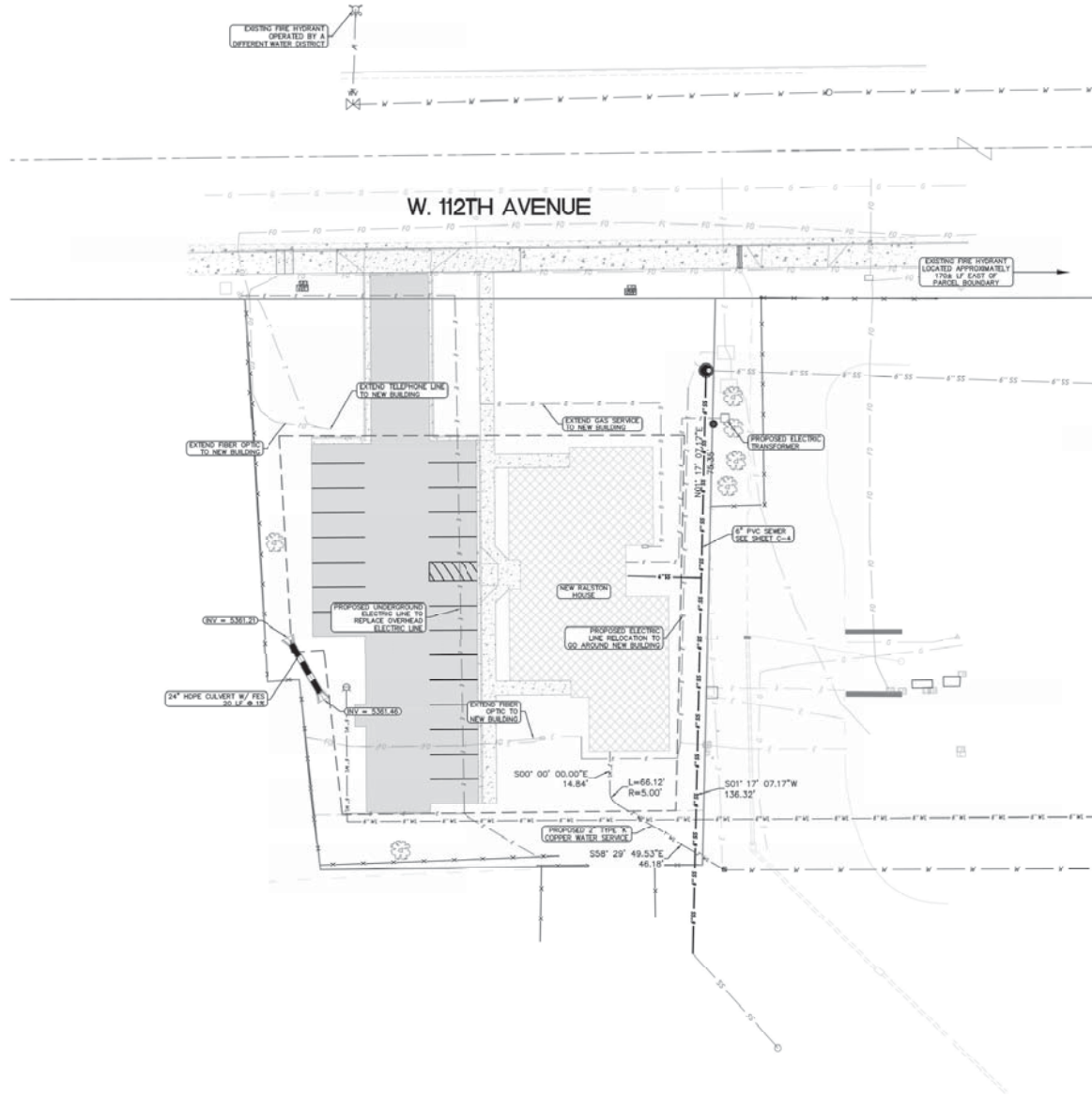
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		CURRENT SUBMITTAL:	
		MARK	DATE
5400 Greenwood Plaza Blvd. Greenwood Village, CO 80111 Phone: 303.209.6480 Fax: 720.200.0631 © 2016		11/14/16 Second Submittal 08/07/16 First Submittal	
Elevations		Sheet 5 of 7	

Ralston House Northglenn 16022





**LEGEND**

- SS — EXISTING SANITARY SEWER PIPE
- W — EXISTING WATER LINE
- E — EXISTING ELECTRIC LINE
- G — EXISTING GAS LINE
- F — EXISTING FIBER OPTIC LINE
- P — PROPOSED SANITARY SEWER PIPE
- PW — PROPOSED WATER LINE
- PE — PROPOSED ELECTRIC LINE
- PG — PROPOSED GAS LINE
- PS — PROPOSED STORM SEWER

**NOTES**

1. THIS IS THE FINAL UTILITY PLAN SHOWN WITH THE COMPLETED SITE PLAN. THIS SHEET REPRESENTS ALL REMAINING EXISTING UTILITIES AND ALL NEWLY INSTALLED UTILITIES.

**UTILITY PLAN**

Scale: 1" = 20'



CALL THE UTILITY NOTIFICATION CENTER OF COLORADO



3 DAYS BEFORE YOU DIG  
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www.811.org



5400 Greenwood Plaza Blvd.  
Greenwood Village, CO 80111  
Phone: 720-200-0630  
Fax: 720-200-0631

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**CONSULTANTS:**

5110 GRANITE ST. UNIT D  
LOVELAND, COLORADO 80538  
(970) 276-0029

**PROJECT TITLE:**

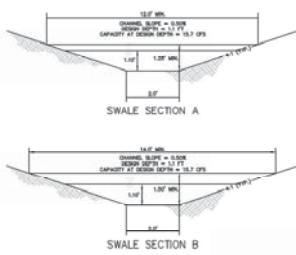
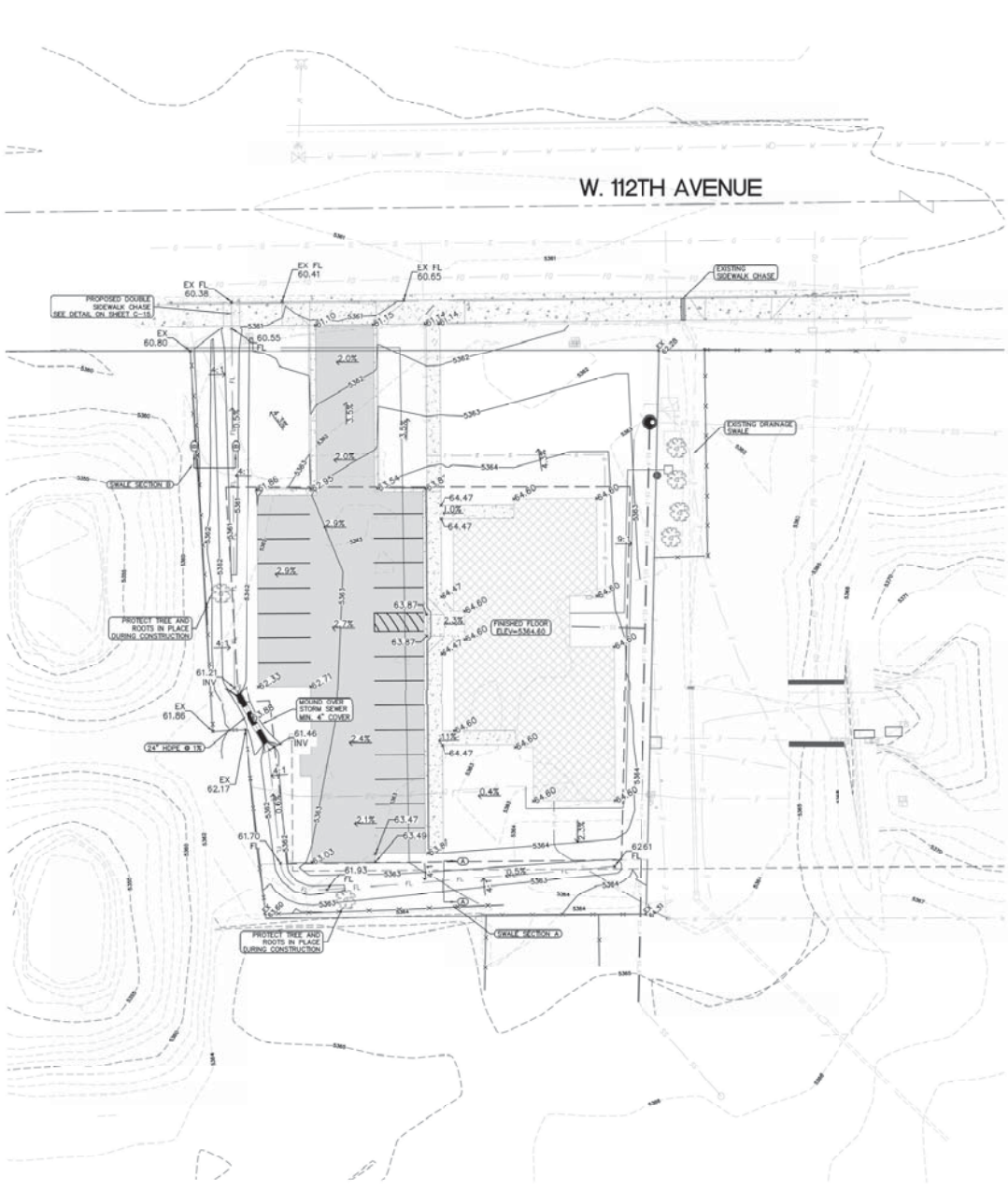
Ralston House  
Northglenn

2360 W. 112th Avenue  
Northglenn, CO 80234

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DRAWN BY:	JMG	
CHECK BY:	DAH	

PHASE III-FINAL UTILITY PLAN

**C-9**



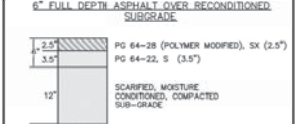
**LEGEND**

- PROPOSED BUILDING
- PROPOSED ASPHALT
- PROPOSED CONCRETE
- REQUIRED SETBACK
- PARCEL BOUNDARY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR

**NOTES**

1. CONTRACTOR SHALL FOLLOW RECOMMENDATIONS FOUND WITHIN THE "GEO-TECHNICAL SUBSURFACE EXPLORATION PROGRAM RALSTON HOUSE - NORTHGLENN FINAL REPORT."
2. CONCRETE SIDEWALK:
  - SUBGRADE TO BE BROUGHT TO PROPER GRADE FOR 6 INCHES MINIMUM SIDEWALK (OR MATCH EXISTING THICKNESS)
  - SUBGRADE TO BE RE-COMPACTED TO 95% MAXIMUM DENSITY
  - SIDEWALK AND PAD SHALL BE FOOT CLASS D CONCRETE (4500 PSI) WITH FIBERMESH
  - NEW CONCRETE SIDEWALK SHALL BE DOWELED INTO EXISTING SIDEWALK
3. REFER TO STRUCTURAL AND ARCHITECTURAL DRAWINGS FOR BUILDING SPECIFICS.

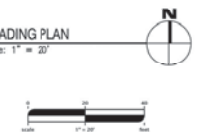
**PAVEMENT SECTION FOR PARKING LOT**



- NOTES:**
1. ASPHALT PAVEMENT SHALL BE A 6" FULL DEPTH SECTION OVER 12" RECONDITIONED SUB-GRADE.
  2. ASPHALT PAVEMENT MATERIALS SHALL BE IN ACCORDANCE WITH THE COLORADO DEPARTMENT OF TRANSPORTATION'S "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", SECTIONS 702 AND 703.
  3. ASPHALT PAVEMENT MINIMUM LAYER THICKNESS SHALL BE 1.5 INCHES AND EACH LAYER SHALL BE A MINIMUM OF TWO TIMES THE MAXIMUM AGGREGATE SIZE.
  4. ASPHALT PAVEMENT SHALL NOT CONTAIN ANY RECYCLED OR RECLAIMED ASPHALT PAVEMENTS (RAP) IN THE MIX.
  5. SUB-GRADE BELOW PAVEMENT SHALL BE SCARIFIED TO A MINIMUM DEPTH OF 2 INCHES, ADJUSTED IN MOISTURE CONTENT AND COMPACTED TO AT LEAST 90% OF THE MATERIAL'S STANDARD PROCTOR MAXIMUM DRY DENSITY AS DETERMINED IN ACCORDANCE WITH ASTM SPECIFICATION D698-76. CONTRACTOR SHALL PROOF-ROLL COMPACTED SUB-GRADE IN THE PRESENCE OF A GEOTECHNICAL ENGINEER OR PROJECT ENGINEER.
  6. IF SUB-GRADE MATERIAL IS UNDESIRABLE, EXHIBITS PUMPING DURING PROOF-ROLL) IT SHALL EITHER BE RECONDITIONED OR REPLACED WITH SUITABLE ON-SITE MATERIALS. IF CONTRACTOR CHOOSES, STRUCTURAL FILL MAY BE IMPORTED, AT NO EXTRA COST TO OWNER, AND SHALL BE GRADED SIMILARLY TO FOOT CLASS B AGGREGATE BASE WITH SUFFICIENT FINES TO PREVENT PONDING OF WATER. WITHIN THE FILL, CONTRACTOR SHALL PROOF-ROLL, ANY RE-WORKED SUB-GRADE PRIOR TO PLACEMENT OF AGGREGATE BASE COURSE.
  7. AGGREGATE BASE COURSE SHALL BE ADJUSTED IN MOISTURE CONTENT AND COMPACTED TO ACHIEVE A MINIMUM 95% OF STANDARD PROCTOR MAXIMUM DRY DENSITY.

**GRADING PLAN**

Scale: 1" = 20'



CALL THE UTILITY MODIFICATION CENTER OF COLORADO



5400 Greenwood Plaza Blvd.  
Greenwood Village, CO 80111  
Phone: 720-200-0630  
Fax: 720-200-0631

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**CONSULTANTS:**

5110 GRANITE ST. UNIT D  
LOVELAND, COLORADO 80538  
(970) 278-0029

**PROJECT TITLE:**

Ralston House  
Northglenn

2360 W. 112th Avenue  
Northglenn, CO 80234

MARK	DATE	DESCRIPTION
PROJECT NUMBER:	0031.0008.00	
CAD FILE:	0031.0008.00_GRAING	
DRAWN BY:	JMG	
CHECK BY:	DAH	
SHEET TITLE:		

FINAL GRADING PLAN

**C-10**

**AN AGREEMENT AMONG THE CITY OF NORTHGLENN, RALSTON HOUSE, THE CITIES OF WESTMINSTER, THORNTON, FEDERAL HEIGHTS, BRIGHTON, COMMERCE CITY AND AURORA, THE CITY AND COUNTY OF BROOMFIELD AND THE COUNTY OF ADAMS REGARDING CONSTRUCTION AND CONSTRUCTION MANAGEMENT OF THE NORTHGLENN RALSTON HOUSE**

The following Agreement (the "Phase 2 Agreement") is made on this \_\_\_day of \_\_, 2017, by and among the City of Northglenn, Ralston House, a Colorado Nonprofit Corporation ("Ralston House") and the Cities of Westminster, Thornton, Federal Heights, Brighton, Commerce City and Aurora, the City and County of Broomfield and the County of Adams (all parties with the exception of the Ralston House may be collectively referred to as the "Municipal Parties"):

WHEREAS, Section 18(2)(a) of Article XIV of the Colorado Constitution and Sections 29-1-201, et seq., and 29-20-105 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and

WHEREAS, the City of Northglenn ("Northglenn") is the owner of a certain parcel of Property located within the City of Northglenn more specifically described in the attached **Exhibit A** (the "Property"); and

WHEREAS, Ralston House is a child advocacy center which has for many years, has provided professional and comprehensive services for sexually, physically, and emotionally abused children and their families; and

WHEREAS, the Ralston House provides a valuable public service which preserves and promotes the safety, health, and welfare of the citizens within their communities; and

WHEREAS, Ralston House currently provides these services through its Jefferson County facility, and recently through a facility located on the Property; and

WHEREAS, based on the services currently being provided, the Municipal Parties have previously contributed to developing the design of a new child advocacy center facility to be known as the "Northglenn Ralston House" pursuant to a separate agreement (the "Phase 1 Agreement"); and

WHEREAS, based on the resulting design drawings and associated construction cost estimates, and consistent with Section 3 of the Phase 1 Agreement, the Municipal Parties now desire to enter into this Phase 2 Agreement for the construction and construction management of the Northglenn Ralston House (the "Project") ; and

WHEREAS, the Northglenn Ralston House has been designed to provide professional and comprehensive services for sexually, physically, and emotionally abused children and their families to Adams County and Broomfield families in support of law enforcement agencies and the District Attorney now and into the future; and

WHEREAS, the total project cost for the design, construction, and construction management of the Northglenn Ralston House has been estimated at the cost of One Million, Seven Hundred Thousand Dollars (\$1,700,000.00) (the "Total Project Cost"); and

WHEREAS, the Municipal Parties have previously contributed the amount of Two Hundred and Seventy Thousand Dollars (\$270,000.00) for the Phase 1 Agreement; and

WHEREAS, the Municipal Parties desire to fund the construction and construction management of the Northglenn Ralston House in the additional amount of One Million, Seventy-Two Thousand, Five Hundred Dollars (\$1,072,500.00) pursuant to this Phase 2 Agreement, but recognize this amount creates a potential shortfall of approximately Three Hundred Fifty-Seven Thousand, Five Hundred Dollars (\$357,500.00) (the "Shortfall Amount");

WHEREAS, the Municipal Parties and the Ralston House desire to seek grant funding to pay the Shortfall Amount; and

WHEREAS, the Municipal Parties desire that the proportionate contributions set forth herein in Exhibit B be appropriated to pay the cost of construction and construction management of the Northglenn Ralston House pursuant to this Phase 2 Agreement; and

WHEREAS, in the event funds to cover the Shortfall Amount are not achieved through grants or other sources, the Municipal Parties agree to convene and determine a course of action with respect to construction.

## **TERMS**

**NOW, THEREFORE,** in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated into this Phase 2 Agreement, and shall be deemed terms and provisions hereof, to the same extent as if fully set forth in this Section.

2. Contribution by the Municipal Parties to the Cost of Construction and Construction Management.

- A. The Municipal Parties shall contribute the total amount of One Million, Seventy-Two Thousand, Five Hundred Dollars (\$1,072,500.00), in the proportionate amounts set forth in **Exhibit B**, attached hereto and incorporated herein by this reference (the "Funding Allocation") to the cost of construction and construction management of the Northglenn Ralston House.
- B. The Municipal Parties shall each contribute the amounts set forth in Exhibit B to a Special Account created by the City of Northglenn for the sole purpose of funding the construction and construction management of the Northglenn Ralston House (the "Special Account"). Such amounts, including any unexpended Phase 1

Agreement contributions, along with the Shortfall Amount, shall be paid into the Special Account prior to Northglenn entering into a contract for construction, expending, or agreeing to spend any funds on construction and construction management of the Northglenn Ralston House. Prior to entering into a contract for construction, the City of Northglenn will provide formal notice to the Municipal Parties to remit the amount due under this agreement, and each of the Municipal Parties shall remit the balance due no later than thirty (30) calendar days after receiving formal notice.

- C. Northglenn shall not enter into any contract for the construction of the Ralston House until Northglenn, at its sole discretion, determines that it has sufficient funding within the Special Account to contract for the total cost of constructing the Northglenn Ralston House. In the event the selected contractor bid exceeds the Total Project Cost less the costs incurred pursuant to the Phase 1 Agreement, the Parties agree to meet and confer to determine a course of action for resolving the shortfall. If the Parties subsequently agree to terminate this agreement all monies shall be returned in the same fiscal year in which they were collected.
- D. The Project construction documents and associated contracts with the selected contractor shall specifically provide that there is no privity of contract with any Party and the successful contractor except the City of Northglenn. This Phase 2 Agreement does not create joint and several liability among the Parties as it relates to the Project construction contract.
- E. In the event the Parties, collectively or individually, do not make the contributions necessary to cause the Project to be completed, Northglenn shall have the sole discretion to terminate the Project, and return those funds remaining in the Special Account to the Parties in the same proportion in which they were received. The Parties hereto further waive any right to seek recovery of any funds actually paid by Northglenn to others to pay for costs of the Project as set forth herein.
- F. Upon completion of the Project, which shall be triggered by the Final Settlement by Northglenn in accordance with the provisions of C.R.S. § 38-26-107, Northglenn shall return funds, if any, remaining in the Special Account to the Municipal Parties in the same proportion in which they were received within six (6) months of issuance of a certificate of occupancy, except as provided in paragraph 4(C).

3. Construction and Construction Management of the Northglenn Ralston House.

- A. Northglenn shall contract for, manage, and cause the construction of the Northglenn Ralston House to be completed on the Property. Northglenn shall directly provide general project management services at its sole cost, and may contract with a third party for on-site construction management services which cost shall be included in the Total Project Cost. Northglenn shall utilize the contracting procedures set forth in the Northglenn Municipal Code for the



construction and on-site construction management of the Northglenn Ralston House. Northglenn agrees to spend the amounts more particularly described in this Phase 2 Agreement that are received from the Municipal Parties solely for the construction and construction management of the Northglenn Ralston House.

- B. Northglenn further agrees, at Northglenn's sole cost and expense, to undertake and complete all necessary site preparation work on the Property, including, but not limited to, necessary environmental assessment and all required remediation, relocation of the existing diesel generator and police evidence building, and demolition and removal of the existing Ralston House once the Project for the Northglenn Ralston House is completed as evidenced by the issuance of a permanent certificate of occupancy.. The contributions of the Municipal Parties shall not be used to complete the work outlined in this paragraph.
- C. In addition, Northglenn agrees to record against the Property a Deed Restriction in the form attached hereto as **Exhibit C**, and incorporated herein by this reference, agreeing to use the Property as a child advocacy center by the Ralston House or by another entity providing similar services as agreed to by the Municipal Parties, for a period of thirty (30) years from the date that a permanent certificate of occupancy is issued for the completed structure by the local building official, or such lesser time as agreed to by the Parties hereto.

4. Grant Application(s).

- A. The Municipal Parties and Ralston House acknowledge and agree that the amount provided by the Municipal Parties pursuant to this Phase 2 Agreement is insufficient to complete the construction of the Northglenn Ralston House, and results in the Shortfall Amount. Ralston House and the City of Northglenn, with the cooperation of the other Municipal Parties hereto, shall apply for grant applications to obtain sufficient funding to construct the Northglenn Ralston House.
- B. In the event the Municipal Parties are unable to obtain the Shortfall Amount through grant funding, the Municipal Parties agree to meet and confer prior to resolve the Shortfall Amount in the proportionate amounts set forth in Exhibit B.
- C. In the event such grant funding is obtained in excess of the Total Project Cost, such additional grant funding may be used to pay for the furniture, fixtures, and equipment needed to properly equip the facility. Any grant funds received in excess of the Total Project Cost and furniture, fixtures, and equipment costs shall be refunded to the Municipal Parties in the same proportion as provided in the contribution formula (Exhibit B) within six (6) months of the issuance of a permanent certificate of occupancy.

5. Covenant Regarding Funding Obligations. Each Party to this Agreement covenants and agrees to appropriate sufficient funds in their respective 2017 budgets in an

amount sufficient to pay the construction and construction management costs set forth in Exhibit B to this Phase 2 Agreement. The Municipal Parties acknowledge and agree that in reliance upon such covenants, and subject to receipt of the Shortfall Amounts, Northglenn shall represent that it has sufficient funds to enter into a contract for the construction and construction management of the Northglenn Ralston House as more particularly described in Section 2 of this Agreement.

6. Operation of the Northglenn Ralston House. In consideration for the financial commitments hereunder, Ralston House agrees for the benefit of the Municipal Parties to provide services to victims and witnesses of crime, including children and adults, for a period of thirty (30) years from the date that a permanent certificate of occupancy is issued for the completed structure by the local building official, or such lesser time as may be mutually agreed to by the Parties hereunder. These services include forensic interviews, victim advocacy, pediatric sex assault medical examinations and other services appropriate for victims and witnesses of crime. Northglenn further agrees to enter into a lease agreement with Ralston House, or another entity providing similar services, to formally set forth the terms and conditions related to the use of the Northglenn Ralston House.

7. Ralston House Lease; Utilities; Maintenance. Northglenn and Ralston House shall prior to completion of the Northglenn Ralston House execute a replacement lease to terminate the existing lease on the Property, and execute a new lease for the Northglenn Ralston House addressing standard lease terms, including, but not limited to, payment of utilities, trash and snow removal, maintenance, repairs and alteration, and such other commercially reasonable terms upon which Northglenn and Ralston House may agree.

8. Miscellaneous.

- A. None of the Municipal Parties hereto waive the rights, limitations, and defenses of the Colorado Governmental Immunity Act, or other rights or protections as otherwise provided by law.
- B. The Municipal Parties hereto are separate, independent governmental entities and shall maintain such status throughout.
- C. This Phase 2 Agreement may be executed by the Parties with separate signature pages.
- D. It is understood and agreed that this Phase 2 Agreement is intended to facilitate cooperation between the Parties hereto, and cause the Northglenn Ralston House to be constructed and utilized by the Parties hereto, but nothing in this Phase 2 Agreement shall be construed to establish a separate legal entity and, except as set forth herein, this Phase 2 Agreement does not authorize any Party to act for another for any other purpose whatsoever.
- E. Northglenn agrees to provide periodic reports to the Parties as to the progress of construction as well as an accounting of the funds in the Special Account until the

Project is completed. In addition, Northglenn agrees to provide access to the books and records associated with the Project as may be reasonably requested by the Municipal Parties.

- F. Notices. Any notice required or permitted by this Phase 2 Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if hand delivered, sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the other Member Agency or Member Agencies. Such notice shall be deemed to have been given when deposited in the United States mail.
- G. Paragraph Captions. The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Phase 2 Agreement.
- H. Integration and Amendment. This Phase 2 Agreement represents the entire agreement between the Parties with regard to the subject matter of this agreement and there are no oral or collateral agreements or understandings. This Phase 2 Agreement may be amended only by an instrument in writing signed by the Parties. If any provision of this Phase 2 Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Phase 2 Agreement shall continue in full force and effect. All exhibits referred to herein are incorporated herein by this reference.
- I. Governing Law. This Phase 2 Agreement shall be governed by the laws of the State of Colorado.
- J. Venue. Venue for any actions under this Phase 2 Agreement shall be in Adams County, Colorado.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

**CITY OF NORTHGLENN, COLORADO**

By: \_\_\_\_\_  
Joyce Downing, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Johanna Small, CMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Corey Y. Hoffmann, City Attorney

**RALSTON HOUSE**

\_\_\_\_\_  
By:

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_



**CITY OF WESTMINSTER, COLORADO**

By: \_\_\_\_\_  
Donald M. Tripp, City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Linda Yeager, City Clerk

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
David Frankel, City Attorney

**CITY OF THORNTON, COLORADO**

By: \_\_\_\_\_  
Jack Ethredge, City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Nancy Vincent, City Clerk

APPROVED AS TO FORM:  
Luis Corchado, City Attorney

\_\_\_\_\_  
\_\_\_\_\_, Deputy City Attorney

**CITY OF FEDERAL HEIGHTS, COLORADO**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Patti Lowell, CMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
William P. Hayashi, City Attorney

**CITY OF BRIGHTON, COLORADO**

By: \_\_\_\_\_

Richard N. McLean, City Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Natalie Hoel, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Margaret R. Brubaker, City Attorney

**CITY OF COMMERCE CITY, COLORADO**

By: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Laura Bauer, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Robert Sheesley, City Attorney



**CITY OF AURORA, COLORADO**

By: \_\_\_\_\_

Stephen D. Hogan, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Janice Napper, City Clerk

APPROVED AS TO FORM:  
Michael J. Hyman, City Attorney

\_\_\_\_\_  
\_\_\_\_\_  
Assistant City Attorney

**CITY AND COUNTY OF BROOMFIELD**

By: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
William A. Tuthill III, City and County Attorney

**ADAMS COUNTY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Heidi M. Miller, County Attorney

## EXHIBIT A

### LEGAL DESCRIPTION: LEASE PARCEL

THAT PART OF THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 9, THENCE SOUTH 00°01'28" WEST ALONG THE WEST LINE OF THE PUBLIC RIGHT-OF-WAY EASEMENT AS DESCRIBED IN THE RIGHT-OF-WAY SURVEY RECORDED IN BOOK 1 AT PAGE 4132, RECEPTION NO. 2012-110, ADAMS COUNTY RECORDS, A DISTANCE OF 50.00 FEET TO THE SOUTH LINE OF SAID PUBLIC RIGHT-OF-WAY EASEMENT; THENCE SOUTH 89°43'53" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 149.26 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 03°00'10" EAST A DISTANCE OF 139.33 FEET; THENCE NORTH 86°32'31" EAST A DISTANCE OF 12.06 FEET; THENCE SOUTH 05°58'10" EAST A DISTANCE OF 67.86 FEET; THENCE NORTH 88°06'53" EAST 86.78 FEET; THENCE NORTH 02°03'26" WEST A DISTANCE OF 202.68 FEET, TO THE SOUTH LINE OF SAID PUBLIC RIGHT-OF-WAY EASEMENT; THENCE NORTH 89°43'53" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 105.85 FEET TO THE POINT OF BEGINNING.  
CONTAINS 20,362 SQUARE FEET OR 0.4674 ACRES MORE OR LESS.

### BASIS FOR BEARINGS:

THE NORTH LINE OF THE NORTHWEST ONE-QUARTER OF THE SECTION 9, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, (THE NORTHWEST CORNER AND THE NORTH ONE-QUARTER CORNER ARE BOTH 3- $\frac{1}{4}$ " ALUMINUM CAP, ILLEGIBLE, IN A RANGE BOX) IS ASSUMED TO BEAR NORTH 89°42'04" EAST.

FILE: WORKS/NG14010LEGAL.WPS

**EXHIBIT B  
CONTRIBUTIONS BY MUNICIPAL PARTIES**

<b>Municipality</b>	<b>Hybrid %</b>	<b>Amount</b>
Adams County (Sheriff's Office, DA Office, Dept. of Human Services)*	26.86%	\$ 319,970
Aurora PD*	5.81%	\$ 51,570
Brighton PD	7.88%	\$ 77,910
Broomfield (PD and Dept. of Human Services)	10.60%	\$ 112,669
Commerce City PD	7.97%	\$ 79,094
Federal Heights PD	3.25%	\$ 18,942
Northglenn PD	4.73%	\$ 37,798
Thornton PD	15.88%	\$ 179,973
Westminster PD	17.03%	\$ 194,574
<b>Totals</b>	<b>100.00%</b>	<b>\$ 1,072,500</b>



**EXHIBIT C**

In consideration of the receipt of funding for the Northglenn Ralston House from the Cities of Northglenn, Westminster, Thornton, Federal Heights, Brighton, Commerce City and Aurora, the City and County of Broomfield and the County of Adams (collectively, the Municipal Parties”), the City of Northglenn as the owner of the Property attached hereto as Exhibit A (the “Property”) hereby consents and agrees to use the Property as a child advocacy center by the Ralston House, a Colorado nonprofit corporation, or by the Ralston House’s successor in interest, for a period of thirty (30) years from \_\_\_\_\_, 2018 [[the date that a certificate of occupancy is issued], or such lesser time as agreed to in a written document approved by the Municipal Parties, this restriction hereby being declared by the Parties hereto to be a covenant running with the Property.