

**CIP DESIGN AND ENGINEERING MEMORANDUM**  
**#08-18**

May 22, 2008

**TO:** Honorable Mayor Kathleen M. Novak and City Council Members

**FROM:** A.J. Krieger, City Manager   
Kurt Kowar, CIP Design and Engineering Manager *KK*

**SUBJECT:** CR-61-FRICO Materials Exchange Agreement

**RECOMMENDATION:**

Attached to this memorandum is a Resolution which, if approved, would authorize the Mayor to execute an Agreement between the City of Northglenn and Farmers Reservoir and Irrigation Company (FRICO) for supply of Boulders for the Croke Reservoir Shoreline Reconstruction in exchange for VH Riprap. Staff recommends approval of this agreement.

**BACKGROUND:**

The Croke Reservoir Shoreline Reconstruction project proposes use of large boulders integrated into the landscaping for both aesthetic and functional purposes. The project team was able to identify surplus boulders at Standley Lake that were left over from the Dam Renovation that was performed a few years earlier. The left over boulders are currently used by FRICO for shoreline repairs to Standley Lake. Staff proposed providing 1 ton of VH Riprap for every 2 tons of boulders used by the City for the shoreline reconstruction. VH Riprap is a superior material for shoreline riprap than the existing boulders. This agreement provides a win-win solution for each entity. The estimated savings to the City by not purchasing premium landscape boulders with this agreement is \$250,000. The cost to the City to provide VH Riprap to FRICO estimated to be less than \$5000.

**POTENTIAL OBJECTION:**

City Staff is not aware of any specific opposition to this Agreement.

**BUDGET/TIME IMPLICATIONS:**

This agreement provides materials that will be required in the Croke Reservoir Reconstruction GMP #3 that is being considered under CR-88. The costs to provide VH Riprap to FRICO were incorporated in the previously approved GMP #2 with ECI as provided in CR-35-2008.

**STAFF REFERENCE:**

Please contact Kurt Kowar, CIP Design and Engineering Manager, at [kkowar@northglenn.org](mailto:kkowar@northglenn.org) or 303.450.8774.

SPONSORED BY: COUNCIL MEMBER MONROE

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-61  
Series of 2008

\_\_\_\_\_  
Series of 2008

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND THE FARMERS RESERVOIR AND IRRIGATION COMPANY (FRICO)

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

The Agreement between the City of Northglenn and the Farmers Reservoir and Irrigation Company (FRICO), attached hereto, for the exchange of materials is hereby approved and the Mayor is authorized to execute same on behalf of the City.

DATED at Northglenn, Colorado, this \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
KATHLEEN M. NOVAK  
Mayor

ATTEST:

\_\_\_\_\_  
JOHANNA SMALL, CMC  
Acting City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
COREY Y. HOFFMANN  
City Attorney

## AGREEMENT

This Agreement is made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2008, by and between the CITY OF NORTHGLENN, a Colorado home rule municipality (the "City"), and the FARMERS RESERVOIR AND IRRIGATION COMPANY ("FRICO"), a Colorado corporation.

### **RECITALS:**

WHEREAS, FRICO has in excess of three hundred (300) tons of various sized boulders that are currently stored at Standley Lake, and which boulders are excess materials that were provided for the Standley Lake Renovation Project, and for which FRICO no longer has a use (the "Boulders");

WHEREAS, the City needs the Boulders for use as part of its current Croke Reservoir project;

WHEREAS, the City currently has one hundred fifty (150) tons of VH riprap which are no longer needed by the City, and for which FRICO has a use;

WHEREAS, the City and FRICO desire to exchange the Boulders for the VH riprap as described herein; and

WHEREAS, the parties desire to memorialize the exchange as set forth herein.

NOW, THEREFORE, based upon the mutual covenants and promises of the parties hereto as set forth hereinbelow, the amount and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. FRICO Boulders. In exchange for the consideration set forth in Section 2 of this Agreement, FRICO hereby conveys the Boulders to the City, and agrees that the City is hereby entitled to take the Boulders and use the Boulders in the City's Croke Reservoir Project. The parties agree that the number of Boulders is difficult to calculate or qualify, and FRICO therefore conveys to the City all of the Boulders deemed necessary to acquire by the City.

2. VH Riprap. In consideration for the conveyance of the Boulders, the City hereby conveys one hundred fifty (150) tons of VH riprap to FRICO. The City shall deliver the VH riprap to FRICO by October 1, 2008, or as otherwise mutually agreed upon by the parties hereto.

3. No warranties. Neither party herein provides any warranties as to suitability of the materials for the other party's desired use.

4. Insurance. Each party agrees that it shall carry adequate worker's compensation insurance, personal injury insurance, and property damage insurance, with limits commensurate with the hazards and risks associated the exchange contemplated herein, but in no event less than the liability limits established by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.* (currently \$150,000 per persons and \$600,000 per occurrence), as now in effect or as hereinafter amended.

5. Assignment. The parties shall not assign this Agreement without the other parties' written consent.

6. Remedies. Every obligation assumed by, or imposed upon, either party hereto shall be enforceable by an appropriate action, petition or proceeding at law or in equity. Either party may exercise any remedy permitted by law. This Agreement shall be construed in accordance with the laws of the State of Colorado.

7. Entirety. This document constitutes the entire agreement between the parties concerning the subject matter herein, and all prior negotiations, representations, contracts, understandings or agreements pertaining to such matters are merged into, and are superseded by this document.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto with the intent that it be effective as of the date first above written, whether or not the date of signing is some other date.

**CITY OF NORTHGLENN**

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

**ATTEST:**

\_\_\_\_\_

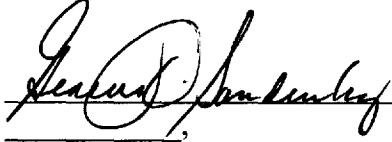
**APPROVED AS TO FORM:**

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

**FARMERS RESERVOIR AND  
IRRIGATION COMPANY**

By: Manuel Montoya  
Manual Montoya, \_\_\_\_\_

**ATTEST:**



**APPROVED AS TO FORM:**



John P. Akolt, Attorney