

**PARKS, RECREATION & CULTURAL SERVICES DEPARTMENT  
MEMORANDUM # 08-2017**

**DATE:** May 8, 2017  
**TO:** Honorable Mayor Joyce Downing and City Council Members  
**FROM:** James A. Hayes, AICP, City Manager *JH*  
Amanda J. Peterson, Director of Parks, Recreation and Culture *ajp*  
**SUBJECT:** CR-56 - Adams 12 Five Star Schools IGA for the Use of Wyco Park

**PURPOSE**

Staff is seeking approval of the attached Intergovernmental Agreement (IGA) between Adams 12 Five Star Schools and the City of Northglenn for both temporary and permanent use of a portion of city property at Wyco Park, adjacent to the STEM Lab School.

**BACKGROUND**

Adams 12 Five Star Schools is making significant improvements to the STEM Lab School located at Irma and Phillips Drive, adjacent to Wyco Park. The school district has requested to temporarily utilize a portion of the property during construction, and to make permanent improvements to a portion of the property to benefit both students and the community.

The temporary area is defined in Exhibit A, as the red shaded area on page two. The temporary use includes staging construction trailers on the roller hockey rink for the two year construction period and construction parking in the park space for the same time period. Both areas are currently city-owned and maintained.

The hockey rink is in poor condition and is in need of improvement. In return, the district is proposing to resurface the rink and transform it into a basketball/sport court at the end of the construction period. The district will pay for the installation of these improvements, as well as take responsibility for long-term maintenance of the court. The space will be accessible for both the community and students

Construction parking would be to the south east of the existing roller hockey rink. District staff have worked with city staff to minimize the impact of this use on the rest of the park space; however, one field will be disrupted. The school district has agreed to provide an equal field space at another school for the two year duration of the construction phase. Once the construction is complete, the field will be restored, again at the school district expense. City staff and district staff have worked together to ensure that mature trees are not disrupted.

The district also proposes a new school playground, shaded in orange on page one of Exhibit A. The playground would be partially on city property, between the tennis courts and the school, as shown by the property lines on Exhibit B.

The city does not have a public playground in this neighborhood. This new play structure will be an amenity not only for students, but for the surrounding community. The 2011 Parks and Recreation Master Plan states a desire to partner with Adams 12 Schools to provide a playground on this site, the proposal outlined in the IGA is in line with the Master Plan. The district will be responsible for all costs associated with the playground, including long-term maintenance.

The existing trail segment between the school and the tennis courts currently sits, in part, on school district property. To allow for room for the new playground, the trail would be relocated to the south side of the tennis courts onto city property, again at the school district's expense.

**UPDATE**

None

**BUDGET/TIME IMPLICATIONS**

All expenses associated with this IGA are the responsibility of Adams 12 Five Star Schools. The school district wishes to begin construction by June 1, 2017.

**NEXT STEPS/CITY COUNCIL OPTIONS**

Council may request modifications to the IGA, approve the IGA or deny the IGA.

**RECOMMENDATION**

Staff recommends that the IGA be approved, as presented.

**STAFF REFERENCE**

For additional information, please contact Amanda Peterson, Director of Parks, Recreation & Cultural Service at [apeterson@northglenn.org](mailto:apeterson@northglenn.org) or 303.450.8950.

**ATTACHMENTS**

- ATTACHMENT 1 IGA
- ATTACHMENT 2 Exhibit A, Site Plan
- ATTACHMENT 3 Exhibit B, Property Lines

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-56  
Series of 2017

\_\_\_\_\_  
Series of 2017

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND ADAMS 12 FIVE STAR SCHOOLS FOR USE AND ACCESS OF WYCO PARK

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

Section 1. The Intergovernmental Agreement between the City of Northglenn and Adams 12 Five Star Schools, attached hereto, for the use and access of City-owned property at Wyco Park is hereby approved and the Mayor is authorized to execute same on behalf of the City.

DATED, at Northglenn, Colorado, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
JOYCE DOWNING  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF NORTHGLENN  
AND ADAMS 12 FIVE STAR SCHOOLS  
FOR USE AND ACCESS**

This **AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_, 2017 (the "Effective Date"), by and between the **CITY OF NORTHGLENN**, hereinafter referred to as the "City", and **ADAMS 12 FIVE STAR SCHOOLS**, hereinafter referred to as "Adams 12," and collectively referred to as the "Parties."

**WHEREAS**, on or about June 1, 2017, Adams 12 is commencing construction of an addition to STEM Lab school, and related capital improvements including new playgrounds (the "Project"), located in the City at 11700 Irma Drive.(the "School"); and

**WHEREAS**, the property immediately south of the School is "Wyco Park" (the "Park"), which is owned by the City; and

**WHEREAS**, Adams 12 will require use of and exclusive access to the area of the Park (the "Property") identified on attachment A for temporary activities related to the Project, including storage of construction materials, construction vehicle ingress/egress/parking, and placement of temporary construction trailers/offices within the Park's existing hockey roller rink, and for permanent capital improvements related to the School, as described herein; and

**WHEREAS**, the City wishes to collaborate with Adams 12 and support and facilitate the completion of the Project, and such Project and related improvements are in the best interests of the Parties; and

**NOW, THEREFORE, AND IN CONSIDERATION** of the covenants and agreements below appearing, the Parties agree as follows:

1. The City hereby grants permission to Adams 12 and its agents and contractors to enter, remain upon, and except as otherwise stated in this Agreement, exclusively occupy the Property for the term of this Agreement and to conduct any work or other activities or engage in any uses related to the Project, including such work as is described above. The Project is expected to be completed between June 1, 2017 and August 1, 2019.
2. Adams 12 shall pay for all costs incurred with regard to such entry upon and use of Property including arranging all necessary utility locates and any temporary utility line installations, and shall not permit any liens to be filed against the Property as a result of work on the Project.
3. Except as otherwise stated in this Agreement, Adams 12 shall within a reasonable time period effect repair of any damage caused to the Property by Adams 12, or its agents or subcontractors as a result of their entry onto the Property or the performance of the above described work and, upon completion of those activities restore the Property to the condition that existed prior to their entry upon it.

4. Adams 12 will notify the City of the Project schedule and coordinate Project activities with the City, and shall not create any unreasonably hazardous or unsafe conditions on the Property.
5. Adams 12 may utilize the Park, including its existing tennis courts, for the School's student recess and before/after school activities during the 2017-2018 school year.
6. Adams 12 shall mow, maintain, and timely reimburse the City for documented irrigation water costs incurred for the duration of the term of this Agreement for the area of grass located north of the existing tennis courts and between the new permanent student playgrounds which Adams 12 will be constructing on the Property. The new playground equipment will be installed and ready for use by August 31, 2018.
7. Adams 12 shall relocate the disrupted trail segment from the north side of the tennis courts to the south side, connecting the new trail to the existing trail segments on the east and west. The relocated trail shall be of the same width as the connecting trails, and shall meet the city's concrete specifications.
8. Adams 12 shall provide the city with a comparable size turf field for the duration of the Project. This field shall be within the city of Northglenn, and shall be reserved for evening and weekend organized sports use.
9. Adams 12 will upon completion of the Project repurpose the surface of the outdoor roller hockey rink into basketball courts and four square play areas, and thereafter remain responsible for maintaining those repurposed play areas in a safe and serviceable condition.
10. The City shall convey to Adams 12 an easement for access, use, and occupancy, in perpetuity for the portion of the Park upon which Adams 12 will be constructing permanent playground facilities, and such easement shall provide that (1) Adams 12 shall be able to utilize those playground facilities during scheduled School hours and during designated before/after school activities, such facilities shall at all other times be available for lawful use by the general public, and (2) Adams 12 shall at its sole expense maintain such facilities in safe and serviceable condition.
11. Adams 12 shall procure and maintain at its sole and exclusive expense insurance coverage, including comprehensive liability, personal injury, property damage, and worker's compensation for the property in an amount no less than the monetary limitations of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended (presently three hundred fifty thousand dollars (\$350,000.00) per person and nine hundred ninety thousand dollars (\$990,000.00) per occurrence). Evidence of coverage shall be sent to the City's Risk Manager. The certificate of insurance shall identify this Agreement and shall

provide that the coverage afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the other party.

12. The term of this Agreement shall commence as of execution of this Agreement by both Parties and terminate on January 1, 2020, and may be further extended upon mutual written agreement of the Parties.
13. This Agreement may be terminated only within thirty (30) days of January 1, 2020, or at any time thereafter, upon receipt of written notice by either party.
14. In the event that there is a dispute under this Agreement that cannot be resolved to the mutual satisfaction of the Parties, the Parties shall meet to attempt to resolve the dispute or the anticipated recourse or remedy. If this attempted resolution or negotiation fails, the City Manager and the Adams 12 Superintendent or their respective designees shall meet to attempt to resolve or negotiate the matter. If this fails, the Parties may mutually agree to any other mediation attempts and if those attempts fail, either party may exercise any other legal remedies available to them.
15. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Adams County, Colorado.
16. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligation of this Agreement.
17. No term or condition of this agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
18. This Agreement and any attached exhibits constitute the entire Agreement between the Parties, superseding all prior oral or written communications. The Contractor further understands and agrees that this Agreement supersedes any prior written or verbal agreement, promise, representation, understanding, or course of conduct between the Parties.
19. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City:

\_\_\_\_\_  
City of Northglenn  
P.O. Box 330061  
Northglenn, CO 80233

Adams 12: Phil Spare, General Counsel  
Adams 12 Five Star Schools  
1500 E 128th Avenue  
Thornton, CO 80241

20. No term or condition of this agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
21. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.
22. This Agreement may only be modified upon written agreement of the Parties.
23. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either party without the written consent of the other.
24. Each party's financial obligations are subject to annual appropriations as required by Article X, Section 20 of the Colorado Constitution.
25. The Parties agree to negotiate in good faith to develop a separate agreement to address other matters related to this Agreement including but not limited to joint use of the playground portion of the Park, Adams 12 maintenance responsibilities for the basketball/four square play area, and Adams 12 irrigation and maintenance responsibilities for the small area of grass to the north of the tennis courts between the new playgrounds.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first set forth above.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first set forth above.

**CITY OF NORTHGLENN**

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

ATTEST:

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

APPROVED AS TO FORM:

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

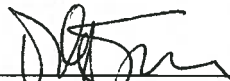
**ADAMS 12 FIVE STAR SCHOOLS**

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

ATTEST:

  
\_\_\_\_\_  
Ginger Barton, Sr Administrative Assistant

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Phil Spare, General Counsel











