




**CITY MANAGER'S OFFICE
MEMORANDUM 17-25**

DATE: May 22, 2017

TO: Honorable Mayor Joyce Downing and City Council Members

FROM: James A. Hayes, AICP, City Manager 
Debbie Tuttle, Economic Development Manager & NURA Executive Director 
Jason Loveland, Finance Director & NURA Treasurer 

COPY: Northglenn Urban Renewal Authority Board Members & Advisors

SUBJECT: CR-59 - First Amendment to the Intergovernmental Cooperation Agreement between the City of Northglenn and the Northglenn Urban Renewal Authority (NURA)

PURPOSE:

The purpose of this memorandum is for Council to consider approval of CR-59 for a First Amendment to the Intergovernmental Cooperation Agreement between the City of Northglenn and the Northglenn Urban Renewal Authority (NURA).

This Amendment will streamline processes and transparency when installing City-owned assets as the City will account for the project expenditures within the City budget and will recognize the NURA contribution as revenue. NURA will appropriate funds in their budget to pay for the public improvements and will not have a role in the procurement process of the improvements.

BACKGROUND:

The City and NURA entered into a Cooperation Agreement on July 8, 2010. The agreement outlines the roles of both parties as they work together to eliminate blight in the City within the urban renewal plan areas.

Pursuant to Section VII "Review and Amendment of the Plan" of the Intergovernmental Cooperation Agreement, Resolution N/17-21 proposes an amendment to the Agreement between the City of Northglenn and the Northglenn Urban Renewal Authority (NURA) to provide administrative direction regarding public improvement projects within an urban renewal plan area.

BUDGET IMPLICATIONS: None

RECOMMENDATION:

The NURA board approved this First Amendment on May 10, 2017. Staff recommends that Council approve the First Amendment to the Cooperation Agreement.

STAFF REFERENCE:

If have any comments or questions, you may contact James A. Hayes at jhayes@northglenn.org, Jason Loveland at jloveland@northglenn.org, or Debbie Tuttle at dtuttle@northglenn.org.

ATTACHMENT: First Amendment to City and NURA Intergovernmental Agreement

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-59
Series of 2017

Series of 2017

A RESOLUTION APPROVING A FIRST AMENDMENT TO THE INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND THE NORTHGLENN URBAN RENEWAL AUTHORITY

WHEREAS, the City of Northglenn (the "City") and the Northglenn Urban Renewal Authority ("NURA") entered into an Intergovernmental Cooperation Agreement dated July 8, 2010; and

WHEREAS, the City and NURA desire to amend the Agreement to memorialize the relationship of the City and NURA regarding funding and providing public improvements within an urban renewal project.

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

Section 1. The First Amendment to the Intergovernmental Cooperation Agreement between the City of Northglenn and the Northglenn Urban Renewal Authority (NURA), attached hereto as Exhibit 1, is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

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

FIRST AMENDMENT TO INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS FIRST AMENDMENT TO COOPERATION AGREEMENT (the "First Amendment") dated as of the ____ day of _____, 2017, is entered into by and between the City of Northglenn, Colorado (the "City"), a home rule municipal corporation of the State of Colorado, and the Northglenn Urban Renewal Authority, a Colorado urban renewal authority ("NURA") (individually a "Party" and collectively, the "Parties").

RECITALS:

A. The City and NURA entered into an Intergovernmental Cooperation Agreement dated July 8, 2010 (the "Cooperation Agreement").

B. The City and the Authority now desire to enter into this First Amendment to Intergovernmental Cooperation Agreement to memorialize the relationship of the City and NURA when NURA assists in funding or otherwise providing public improvements pursuant to C.R.S. § 31-25-105, subsections (1)(c) and (1)(i)(VI).

NOW, THEREFORE, in consideration of the foregoing recitals and the following terms and conditions, the City and the Authority hereby agree to this First Amendment to Intergovernmental Cooperation Agreement as follows:

Section 1. The Cooperation Agreement is amended by the addition thereto of a new Section XIII to read as follows:

XIII. PUBLIC IMPROVEMENTS WITHIN AN URBAN RENEWAL PROJECT

The City and NURA desire to have NURA fund or otherwise provide public improvements pursuant to C.R.S. § 31-25-105, subsections(1)(c) and (1)(i)(VI), and seek to utilize the process set forth in this Section XIII of the First Amendment to Intergovernmental Cooperation Agreement.

The City and NURA therefore agree the provisions of this Section XIII shall apply if NURA approves the funding or providing of public improvements consistent with a duly adopted urban renewal plan, including, but not limited to:

- (a) Streets, roads, and associated roadway improvements such as traffic signals and drainage improvements;
- (b) Public utility improvements;
- (c) Other drainage facilities, including regional drainage facilities;
- (d) Water or sewer line improvements, and
- (e) Other public improvement undertakings and activities within or serving an urban renewal plan area

(collectively, a "Public Improvement" or the "Public Improvements").

The Parties agree that NURA shall provide the necessary funds for any Public Improvement approved by NURA, including necessary soft costs, and said funds shall thereafter be segregated by the City to be used for such Public Improvements as approved by NURA in cooperation with the City. The City shall use the City procurement processes and City employees in accordance with Sections III and V of this Intergovernmental Cooperation Agreement in order to contract for the completion of the Public Improvements with the segregated funds as set forth herein. NURA shall have no obligation after providing the funds to the City to be segregated hereunder.

Nothing in this First Amendment shall require that NURA and the City utilize the process set forth herein for any public improvement to be funded or otherwise provided by NURA that has an estimated value based on an engineer's estimate or some other competent evidence of less than Fifty Thousand Dollars (\$50,000.00).

Section 2. The Intergovernmental Cooperation Agreement has not been amended, except as provided in this First Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed and delivered by their duly authorized officers as of the date first above written.

CITY OF NORTHGLENN

JOYCE DOWNING
Mayor

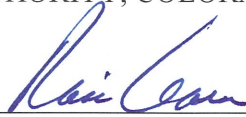
ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

NORTHGLENN URBAN RENEWAL
AUTHORITY, COLORADO

By: 

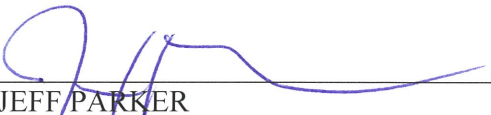
ROSIE GARNER
Chair

ATTEST:



DEBBIE TUTTLE,
Executive Director

APPROVED AS TO FORM:



JEFF PARKER
Board Attorney