



**PUBLIC WORKS DEPARTMENT
MEMORANDUM #2017 - 33**

DATE: May 22, 2017

TO: Honorable Mayor Joyce Downing and City Council Members

FROM: James A. Hayes, AICP, City Manager 
David H. Willett, Director of Public Works 

SUBJECT: CR-62 – UDFCD Grange Hall Creek Drainage Improvements IGA

PURPOSE

The City Council will be considering a Resolution to transfer funds to the Urban Drainage & Flood Control District's joint project funding account. This will provide funds to undertake construction of Phase 1B of the Grange Hall Creek – Washington St./ Larson Dr. improvements. This will also allow for creek channel repairs due to a failed storm drain pipe in Grange Hall Creek below Marion St.

BACKGROUND

Grange Hall Creek Improvements

The purpose of this project is to address existing drainage concerns along Grange Hall Creek from Grant Drive to Irma Drive. This is a multiple year and a multiple phase project. Phase I (A&B) proposed improvements in the vicinity of Washington Street and Larson Drive include: improved flood conveyance, improvements to the Washington Street Pond embankment to help prepare for future phases, stormwater quality, channel stability, erosion control, pedestrian and vehicular safety, passive recreation and aesthetics.

The work below/downstream of Marion St. would consist of creating an open channel to an area that was previously filled in for no discernable purpose, probably in the mid-1970's. This location has seen multiple pipe failures in the past several years. Removing the pipe and creating an open channel will help to restore some of the storm & flood conveyance capacity and build the first half of the improvements proposed at Marion St. in the 2010 Urban Drainage Master Plan.

Project Partnership

This project is a cooperative effort between the City of Northglenn (Northglenn) and Urban Drainage and Flood Control District (UDFCD). UDFCD is providing project management services for the design and construction phases of the Grange Hall Creek project. UDFCD will also continue to assist with routine maintenance (mowing & trash removal) and restorative maintenance (channel stabilization and sediment removal) in this area.

BUDGET IMPLICATIONS

\$1,300,000 is currently identified in the 2017 Stormwater CIP for funding of the construction at Larson Dr. An additional \$160,000 from Capital Projects Fund is proposed to be added to the \$1.3M to cover the projected costs for the repairs at Marion St. The projected construction costs, including landscaping and engineering oversight, for both projects are currently \$1,775,035. Funding available in the joint account is currently \$328,475. With Northglenn's addition of \$1,460,000, that brings the total available in the Urban Drainage Joint Project account for final engineering and construction costs to \$1,788,475.

The table below indicates the history of the funding for Phase I A&B of the Grange Hall Creek – Grant to Irma Master Plan.

History of the IGA

Date	Action	UDFCD Contribution	Northglenn Contribution	Purpose
Jan. 22, 2009	Initial IGA	\$100,000	\$100,000	Conceptual Design/Design Report
Nov. 11, 2010	1 st Amend	\$50,000	\$100,000	Early Design (30%)
Dec. 08, 2011	2 nd Amend	\$100,000	\$100,000	Final Design
Aug. 27, 2012	3 rd Amend	\$500,000	\$1,763,538	Construction (base and LS)
Nov. 12, 2012	4 th Amend	\$100,000	\$0	Construction (base and LS)
Mar 11, 2013	5 th Amend	\$370,000	\$200,000	Construction (base and LS)
Sept. 26, 2016	6 th Amend	\$325,000	\$0	UDFCD 2016 funding for Larson Dr.
May 22, 2017	7 th Amend	\$0	\$1,460,000	Final Engineering & Construction – Larson & Marion
Totals		\$1,545,000	\$3,723,538	

SCHEDULE/TIME IMPLICATION

Transfer of the funds now will allow UDFCD to put the project out for bid and get construction complete prior to the winter season.

STAFF RECOMMENDATION

Attached to this memorandum is a Resolution that, if approved, would authorize the Mayor to execute the attached amended Intergovernmental Agreement with UDFCD. Staff recommends approval of the Resolution.

STAFF REFERENCE

Kent Kisselman, PE, Engineering Manager
 Pam Acre, Stormwater Coordinator

kkisselman@northglenn.org 303.450.4005
pacre@northglenn.org 303.450.8792

ATTACHMENTS

- € A: Amended Urban Drainage/Northglenn IGA

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-62
Series of 2017

Series of 2017

A RESOLUTION APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT REGARDING THE GRANGE HALL CREEK IMPROVEMENTS PROJECT

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

Section 1. The Amendment to the Intergovernmental Agreement between the City of Northglenn and the Urban Drainage and Flood Control District regarding the Grange Hall Creek Improvements Project – Grant Drive to Larson Street, attached hereto as Exhibit 1, 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

AMENDMENT TO
AGREEMENT REGARDING
DESIGN AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
GRANGE HALL CREEK – GRANT DRIVE TO LARSON STREET,
CITY OF NORTHGLENN

Agreement No. 08-08.06H
Project No. 100252

THIS AGREEMENT, made this _____ day of _____, 2017 by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT") and CITY OF NORTHGLENN (hereinafter called "CITY") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Grange Hall Creek – Grant Drive to Larson Street, City of Northglenn" (Agreement No. 08-08.06) dated February 9, 2009, as amended; and

WHEREAS, PARTIES now desire to construct improvements along Grange Hall Creek from Grant Drive to Larson Street; and

WHEREAS, PARTIES desire to increase the level of funding by \$1,460,000; and

WHEREAS, the City Council of CITY and the Board of Directors of DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. Paragraph 4. PROJECT COSTS AND ALLOCATION OF COSTS is deleted and replaced as follows:

4. PROJECT COSTS AND ALLOCATION OF COSTS

A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following:

1. Final design services;
2. Delineation, description and acquisition of required rights-of-way/ easements;
3. Construction of improvements;
4. Contingencies mutually agreeable to PARTIES.

B. It is understood that PROJECT costs as defined above are not to exceed \$5,268,538 without amendment to this Agreement.

PROJECT costs for the various elements of the effort are estimated as follows:

	<u>As Amended</u>	<u>Previously Amended</u>
1. Final Design	\$ 460,000	\$ 300,000
2. Contingency	200,000	200,000
3. Construction	4,608,538	3,308,538
Grand Total	\$5,268,538	\$3,808,538

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest.

- C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	<u>Percentage Share</u>	<u>Previously Contributed</u>	<u>Additional Contribution</u>	<u>Maximum Contribution</u>
DISTRICT	29.33%	\$1,545,000	\$ -0-	\$1,545,000
CITY	70.67%	\$2,263,538	\$1,460,000	\$3,723,538
TOTAL	100.00%	\$3,808,538	\$1,460,000	\$5,268,538

2. Paragraph 5. MANAGEMENT OF FINANCES is deleted and replaced as follows:

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's one-half share may come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior Board approval.

Payment of each party's full share (CITY - \$3,723,538; DISTRICT - \$1,545,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to CITY of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares; or at CITY request, CITY share of remaining monies shall be transferred to another special fund held by DISTRICT.

3. All other terms and conditions of Agreement No. 08-08.06 shall remain in full force and effect.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT

By _____

Name Ken A. MacKenzie

Title Executive Director

Checked By

CITY OF NORTHGLENN

By _____

Title _____

Date _____

APPROVED AS TO FORM:

City Attorney