

ORDINANCE/RESOLUTION REQUEST

*\*All fields must be completed.\**

*Incomplete request forms will be returned to sender which may cause a delay in processing.*

Date of Request: 4/16/2015

Please mark one:  Bill Request or  Resolution Request

1. Has your agency submitted this request in the last 12 months?

Yes  No

If yes, please explain:

2. Title: *Pena Station Development Agreement- Rail Stop, LLC*

3. Requesting Agency: Department of Aviation

4. Contact Person: *(With actual knowledge of proposed ordinance/resolution.)*

- Name: Amy Raaz
- Phone: (303) 342-2201
- Email: Amy.Raaz@flydenver.com

5. Contact Person: *(With actual knowledge of proposed ordinance/resolution who will present the item at Mayor Council and who will be available for first and second reading, if necessary.)*

- Name: Dan Poremba
- Phone: 303-342-2260
- Email: Dan.Poremba@flydenver.com

6. General description of proposed ordinance including contract scope of work if applicable:

There are a series of documents being packaged together regarding the shared costs of infrastructure for Phase 1 of the Pena Station Area Project. As part of that DIA-Fulenwider transaction for Pena Station Development, this specific Development Agreement covers each party's funding obligations, repayment mechanisms, coordination on planning, marketing and design, as well as participation in LCF net land sale proceeds during the term of the agreement. The Agreement depicts the funding sources and cost sharing methods for developing the area commonly known as Pena station (61st and Pena). This Agreement is between the City and County of Denver on behalf of the Department of Aviation and Rail Stop, LLC. This agreement includes the maximum \$25.9MM that DIA agrees to pay for multiple development investments consisting of: \$4.2MM for RTD station related improvements, \$7.4 MM for DIA's proportionate share of RTD station related joint-infrastructure funding, \$8MM in additional RTD station joint-infrastructure funding, \$0.3MM predevelopment work, and up to \$2MM for committed contingency as well as a potential maximum of \$4MM additional contingency that may exceed the aforementioned funding. This funding, along with an approximately \$12.2MM for RTD Station funding, makes up the entirety of the Phase 1 infrastructure costs to DIA to be performed at Pena Station (\$38.1MM total DIA Phase 1 Project cost).

*\*\*Please complete the following fields: (Incomplete fields may result in a delay in processing. If a field is not applicable, please enter N/A for that field.)*

- a. Contract Control Number: 201521687
- b. Duration: Term is 40 years with two potential extensions of 10 years each.
- c. Location: DIA
- d. Affected Council District: 11
- e. Benefits: The Pena Station Phase One - 1) a mechanism for RTD funding to provide Station at 61<sup>st</sup> and Pena, 2) provides cost-sharing mechanism for construction of the station and Phase 1 infrastructure for the Transit Oriented Development, 3) provide a mechanism for reimbursement of \$17M, and 4) provides the mechanism for financing, designing and construction Phase 1 infrastructure. All of these benefits will enhance the customer experience to DEN and generate additional non-aviation revenue to the airport.

*To be completed by Mayor's Legislative Team:*

SIRE Tracking Number: \_\_\_\_\_

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

**f. Costs:**

<i>Current Contract Amount (A)</i>	<i>Additional Funds (B)</i>	<i>Total Contract Amount (A+B)</i>
\$25,949,672.00	0	\$25,949,672.00

  

<i>Current Contract Term</i>	<i>Added Time</i>	<i>New Ending Date</i>
Term is 40 years with two potential extensions of 10 years each.	0	N/A

**g. Date Goals Assigned:** Not subject to DSBO Ordinance. 4/13/15

**h. Goals:** N/A

**7. Is there any controversy surrounding this ordinance? (Groups or individuals who may have concerns about it?) Please explain.** No

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

## Key Contract Terms

Vendor/Contractor Name: Rail Stop, LLC

Contract control number: 201521687

City's contract manager: Dan Poremba

Was this contractor selected by competitive process? Was it the low bid? N/A- Sole Source

Term/Duration of contract/project: Term is 40 years with two potential extensions of 10 years each.

Renewal terms: Renewal must be a written amendatory or other agreement properly executed by the parties.

Purpose: There are a series of documents being packaged together regarding the shared costs of infrastructure for Phase 1 of the Pena Station Area Project. As part of that DIA-Fulenwider transaction for Pena Station Development, this specific Development Agreement covers each party's funding obligations, repayment mechanisms, coordination on planning, marketing and design, as well as participation in LCF net land sale proceeds during the term of the agreement. The Agreement depicts the funding sources and cost sharing methods for developing the area commonly known as Pena station (61st and Pena). This Agreement is between the City and County of Denver on behalf of the Department of Aviation and Rail Stop, LLC. This agreement includes the maximum \$25.9MM that DIA agrees to pay for multiple development investments consisting of: \$4.2MM for RTD station related improvements, \$7.4 MM for DIA's proportionate share of RTD station related joint-infrastructure funding, \$8MM in additional RTD station joint-infrastructure funding, \$0.3MM predevelopment work, and up to \$2MM for committed contingency as well as a potential maximum of \$4MM additional contingency that may exceed the aforementioned funding. This funding, along with an approximately \$12.2MM for RTD Station funding, makes up the entirety of the Phase 1 infrastructure costs to DIA to be performed at Pena Station (\$38.1MM total DIA Phase 1 Project cost).

Scope of services to be provided with performance bench marks: None

Cost/value: \$25,949,672.00

Source of funds: 73850 ENG 1650 Z50B 6006 TBD

Benefit: The Pena Station Phase One - 1) a mechanism for RTD funding to provide Station at 61<sup>st</sup> and Pena, 2) provides cost-sharing mechanism for construction of the station and Phase 1 infrastructure for the Transit Oriented Development, 3) provide a mechanism for reimbursement of \$17M, and 4) provides the mechanism for financing, designing and construction Phase 1 infrastructure. All of these benefits will enhance the customer experience to DEN and generate additional non-aviation revenue to the airport.

Termination provision for City and for contractor: N/A

WBE/MBE/DBE commitments (construction, design, Airport concession contracts):

Who are the subcontractors to this contract? N/A

Location: DIA

Affected Council District: 11

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