

**PLANNING AND DEVELOPMENT DEPARTMENT
MEMORANDUM 13-43**

DATE: October 14, 2013
TO: Honorable Mayor Joyce Downing and City Council Members
FROM: John Pick, City Manager *JP*
Brook Svoboda, Director of Planning and Development *BS*
SUBJECT: CR-94, Thornton Traffic Signal IGA

ITEM/ISSUE

Attached is Council Resolution 94, a resolution that would consolidate four (4) separate Traffic Signal Maintenance Intergovernmental Agreements (IGAs) between the City of Thornton and the City of Northglenn, addressing thirteen traffic signals along 104th Ave, 112th Ave and 120th Ave under one agreement.

BACKGROUND

Thornton Staff approached City Staff to consolidate the four existing Traffic Signal Maintenance IGAs under one master IGA. The attached IGA identifies capital maintenance responsibilities and the shared percentage costs of each intersection's traffic signal infrastructure. These provisions remain unchanged from the previous IGAs

Additional language was added to the IGA, previously not addressed, that notifies the other party when the signal timing is changed, prior to implementation.

BUDGET IMPLICATIONS

There are no direct budget implications at this time.

STAFF REFERENCE

Brook Svoboda, Director of Planning and Development – bsvoboda@northglenn.org, 303.450.8937

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-94
Series of 2013

Series of 2013

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND THE CITY OF THORNTON FOR TRAFFIC SIGNAL MAINTENANCE

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 the City of Thornton, attached hereto as **Exhibit 1**, regarding traffic signal maintenance is hereby approved and the Mayor is authorized to execute same on behalf of the City.

DATED at Northglenn, Colorado, this ____ day of _____, 2013.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

**INTERGOVERNMENTAL AGREEMENT BETWEEN THORNTON AND
NORTHGLENN FOR TRAFFIC SIGNAL MAINTENANCE**

This Intergovernmental Agreement (“Agreement”) entered into this ____ day of _____, 2013, is by and between the City of Thornton (“Thornton”), located at 9500 Civic Center Drive, Thornton, CO 80229, and the City of Northglenn (“Northglenn”), located at 11701 Community Center Drive, Northglenn, CO 80233, singularly as “Party” or collectively the “Parties.”

WITNESSETH

WHEREAS, Section 18(2)(a) of Article XIV of the Colorado Constitution and Sections 29-1-201, *et seq.*, and 29-20-105 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and

WHEREAS, one-half (50%) of each of the intersections at 104th Avenue and Ura Lane, 104th Avenue and Quivas Street, 104th Avenue and Grant Street, 104th Avenue and Washington Street, 104th Avenue and Marion Street, 104th Avenue at Broadstone, 104th Avenue and Irma Drive, 120th Avenue and Grant Street, 120th Avenue and Pennsylvania Street, 120th Avenue and Washington Street, and 120th Avenue and Washington Center Parkway is situated in Thornton and the remaining half (50%) is situated within Northglenn; and

WHEREAS, three-quarters (75%) of the intersection at 104th Avenue and York Street is situated in Thornton and the remaining one-quarter (25%) is situated in Northglenn; and

WHEREAS, one-quarter (25%) of the intersection at 112th Avenue and York Street is situated in Thornton and the remaining three-quarters (75%) is situated in Northglenn; and

WHEREAS, the Parties recognize that it is in the best interest of the citizens of both Parties to promote an efficient and cost effective approach to traffic signal maintenance; and

WHEREAS, the Parties have entered into several traffic signal maintenance agreements in the past and desire to consolidate all such agreements into this Agreement for the purpose of ease in administration of such maintenance; and

WHEREAS the Parties desire to enter into this Intergovernmental Agreement for the purpose of governing the operation and maintenance of the traffic signals as described herein and generally depicted in Exhibit A attached hereto and incorporated herein by this reference.

NOW, THEREFORE, in consideration of the promises and conditions contained herein the Parties hereto agree as follows:

I. Previous Agreements

The Parties hereby terminate the following agreements which are hereby superseded and replaced with this Agreement:

- A. Intergovernmental Agreement dated July 7, 1983, between the Parties related to the intersections located at 104th Avenue and Grant Street, 120th Avenue and Grant Street, 104th Avenue and Washington Street and 120th Avenue and Washington St.
- B. Intergovernmental Agreement dated July 19, 1984, between the Parties related to the intersection located at 104th Avenue and Irma Drive.
- C. Intergovernmental Agreement dated July 19, 1984, between the Parties related to the intersection located at 104th Avenue and Ura Lane.
- D. Intergovernmental Agreement dated March 4, 2008, between the Parties related to a traffic signal at 1800 E. 104th Avenue.

II. Maintenance Responsibilities

- A. Thornton shall provide maintenance for the traffic signals at the intersections of 104th Avenue and York Street, 112th Avenue and York Street, 120th Avenue and Grant Street, 120th Avenue and Pennsylvania Street, 120th Avenue and Washington Street, and 120th Avenue and Washington Center Parkway. For purposes of this Agreement, maintenance shall consist of all labor and materials necessary to ensure that the Traffic Signal will function as it was designed, including associated hardware, pavement markings at the traffic signals (stop bars, crosswalks, yield triangles, and lane use control lines in the intersection), traffic control signs attached to the traffic signals, street name signs attached to the traffic signals, illuminated street name signs attached to the traffic signals, and the painting of exterior fixtures and surfaces of the traffic signal poles. Preventative Maintenance shall be performed in accordance with requirements identified in the Manual on Uniform Traffic Control Devices, latest revision. Thornton shall not seek reimbursement from Northglenn for costs to maintain and operate these traffic signals.
- B. Thornton retains the right to modify or alter the operation of the traffic signals and pertinent traffic control devices at the intersections of 104th Avenue and York Street, 112th Avenue and York Street, 120th Avenue and Grant Street, 120th Avenue and Pennsylvania Street, 120th Avenue and Washington Street, and 120th Avenue and Washington Center Parkway in its own discretion, whether consideration of such modifications or alterations are self initiated or in response to recommendations for modification or alteration by Northglenn. Northglenn shall be notified of and given the opportunity to review any proposed alterations by Thornton to the operation of the traffic signals before implementation of such proposed alterations. All changes shall be made in accordance with the "Manual

on Uniform Traffic Control Devices,” latest revision, and sound engineering principles.

- C. Capital replacement of the traffic signals at the intersections of 104th Avenue and York Street, 112th Avenue and York Street, 120th Avenue and Grant Street, 120th Avenue and Pennsylvania Street, 120th Avenue and Washington Street, and 120th Avenue and Washington Center Parkway must be mutually agreed upon in writing by the Parties. Capital replacement shall include any equipment installation, replacement, modification, or alteration outside of routine maintenance and operation. Thornton shall be responsible for three-quarters (75%) and Northglenn shall be responsible for one-quarter (25%) of such capital replacement costs for the traffic signal at the 104th Avenue and York Street intersection. Thornton shall be responsible for one-quarter (25%) and Northglenn shall be responsible for three-quarters (75%) of such capital replacement costs for the traffic signal at the 112th Avenue and York Street intersection. Capital replacement costs shall be borne equally for the traffic signals at the 120th Avenue and Grant Street, 120th Avenue and Pennsylvania Street, 120th Avenue and Washington Street, and 120th Avenue and Washington Center Parkway intersections. Permanent deactivation and removal of any of the traffic signals from operation must be mutually agreed upon in writing by the Parties.
- D. Northglenn shall provide maintenance for the traffic signals at the intersections of 104th Avenue and Ura Lane, 104th Avenue and Quivas Street, 104th Avenue and Grant Street, 104th Avenue and Washington Street, 104th Avenue and Marion Street, 104th Avenue at Broadstone, and 104th Avenue and Irma Drive. For purposes of this Agreement, maintenance shall consist of all labor and materials necessary to ensure that the Traffic Signal will function as it was designed, including associated hardware, pavement markings at the traffic signals (stop bars, crosswalks, yield triangles, and lane use control lines in the intersection), traffic control signs attached to the traffic signals, street name signs attached to the traffic signals, illuminated street name signs attached to the traffic signals, and the painting of exterior fixtures and surfaces of the traffic signal poles. Preventative Maintenance shall be performed in accordance with requirements identified in the Manual on Uniform Traffic Control Devices, latest revision. Northglenn shall not seek reimbursement from Thornton for costs to maintain and operate these traffic signals.
- E. Northglenn retains the right to modify or alter the operation of the traffic signals and pertinent traffic control devices at the intersections of 104th Avenue and Ura Lane, 104th Avenue and Quivas Street, 104th Avenue and Grant Street, 104th Avenue and Washington Street, 104th Avenue and Marion Street, 104th Avenue at Broadstone, and 104th Avenue and Irma Drive at its own discretion whether consideration of such modifications or alterations are self initiated or in response to recommendations for modification or alteration by Thornton. Thornton shall be notified of and given the opportunity to review any proposed alterations by Northglenn to the operation of the traffic signals before implementation of such proposed alterations. All changes shall be made in accordance with the “Manual

on Uniform Traffic Control Devices”, latest revision, and sound engineering principles. Permanent removal of any of the traffic signals from operation must be mutually agreed upon in writing by the Parties.

- F. Capital replacement of the traffic signals at the intersections of 104th Avenue and Ura Lane, 104th Avenue and Quivas Street, 104th Avenue and Grant Street, 104th Avenue and Washington Street, 104th Avenue and Marion Street, and 104th Avenue and Irma Drive must be mutually agreed upon in writing by the Parties. Capital replacement shall include any equipment installation, replacement, modification, or alteration outside of routine maintenance and operation. Capital replacement costs shall be borne equally for these traffic signals. Permanent deactivation and removal of any of the traffic signals from operation must be mutually agreed upon in writing by the Parties.
- G. Thornton shall be the owner of the traffic signals at the intersections of 104th Avenue and Marion Street, 104th Avenue at Broadstone, 104th Avenue and York Street, 112th Avenue and York Street, 120th Avenue and Grant Street, 120th Avenue and Pennsylvania Street, 120th Avenue and Washington Street, and 120th Avenue and Washington Center Parkway. The traffic signals owned by Thornton shall be painted satin finish “Mocha Brown (Color number 10075, Federal Standard 595C Colors, January 2008) unless otherwise approved in writing by the Thornton Traffic Engineer or designee.
- H. Northglenn shall be the owner of the traffic signals at the intersections of 104th Avenue and Ura Lane, 104th Avenue and Quivas Street, 104th Avenue and Grant Street, 104th Avenue and Washington Street, and 104th Avenue and Irma Drive. The traffic signals owned by Northglenn shall be painted Federal Green (Federal Color FS 34108) unless otherwise approved in writing by the Northglenn Traffic Engineer or designee.
- I. Thornton shall annually pay Northglenn the maintenance cost for the traffic signal at the intersection of 104th Avenue at Broadstone. The cost shall be one-hundred percent of Northglenn’s annual average cost to maintain a traffic signal based upon Northglenn’s signal maintenance contract for that calendar year. This amount shall be determined by the total of all costs (non-electrical service costs) for Northglenn’s annual traffic signal maintenance divided by the number of signals, which the result shall be Northglenn’s “annual average cost to maintain a signal.” In addition, Northglenn will provide its annual cost of electrical service for the traffic signal at the intersection of 104th Avenue at Broadstone and Thornton shall pay Northglenn for one-hundred percent of such cost. Northglenn shall invoice Thornton by January 31st, for costs to be paid for the prior year. Thornton shall remit payment by March 15th of each year.
- J. Capital replacement of the traffic signal at the intersection of 104th Avenue at Broadstone shall be at the discretion of Thornton. Capital replacement shall include any equipment installation, replacement, modification, or alteration outside of routine maintenance and operation. Capital replacement costs shall

be borne by Thornton for this traffic signal. Permanent deactivation and removal of the traffic signals from operation shall be at the discretion of Thornton.

- K. Jurisdictional logos on street name signs attached to the traffic signals at the 104th Avenue and Marion Street, 104th Avenue at Broadstone, 104th Avenue and York Street, 112th Avenue and York Street, 120th Avenue and Grant Street, 120th Avenue and Pennsylvania Street, 120th Avenue and Washington Street, 120th Avenue and Washington Center Parkway, 104th Avenue and Ura Lane, 104th Avenue and Quivas Street, 104th Avenue and Grant Street, 104th Avenue and Washington Street, and 104th Avenue and Irma Drive intersections shall continue to be maintained as existing and in accordance with Section II(A) and II(D) of this Agreement. Should either Party desire to change existing logos on the street name signs attached to traffic signal poles situated in their jurisdictional boundary to reflect their respective jurisdictional boundary, the desiring Party shall be responsible for all costs to change the logo. Should either Party desire to install illuminated street name signs to the traffic signal poles situated in their jurisdictional boundary if none currently exist, the desiring Party shall be responsible for all costs to furnish and install the illuminated street name signs.

III. GENERAL TERMS

A. Litigation

Each Party hereto shall be responsible for any suits, demands, costs, or actions at law resulting from its own acts or omissions.

B. Notice

Any notice required or permitted by this Agreement shall be in writing, and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below, or at such address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when deposited in the United States mail.

Thornton:

The City of Thornton
City Manager
9500 Civic Center Drive
Thornton, Colorado 80229

Northglenn:

The City of Northglenn
City Manager
11701 Community Center Drive
Northglenn, Colorado 80233

C. Integration and Amendment

This Agreement represents the entire Agreement among the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties.

D. Venue

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 the County of Adams, State of Colorado.

E. Severability

If any article, section, paragraph, sentence, clause, or phrase of this Agreement is held to be unconstitutional or invalid for any reason, such holding shall not affect the validity, enforceability, or constitutionality of the remaining provisions of this Agreement. The

Parties hereby declare that they would have accepted this Agreement and each part hereof irrespective of the fact that any one part e declared unconstitutional or invalid.

F. Waiver

A waiver by either Party to this Agreement or a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

G. Paragraph Captions

The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

H. Additional Documents or Action

The Parties agree to execute any additional or take any additional action that is necessary to carry out this Agreement.

I. Governmental Immunity

The Parties acknowledge that each Party, their officers and employees, are relying on, and do not waive or intend to waive, by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et seq.*, as it is from time to time amended, or otherwise available to the Parties, their officers, or employees.

J. Terms

The terms of this Agreement shall remain in full force and effect until such time as either party provides the other with notice of intent to terminate or upon mutual agreement of the Parties.

K. Non-Appropriation

In the event that a party fails to appropriate funds for the continuation of this agreement for any fiscal year past the first fiscal year, such party may, at the beginning of the fiscal year for which the City Council body does not appropriate such funds and upon thirty (30) days prior written notice, terminate this agreement without penalty and thereupon be released of further obligations pursuant thereto.

L. Effective Date

This Agreement will become effective as of the last date of execution by the Parties hereto.

IN WITNESS WHEREOF, Thornton and Northglenn have executed this Agreement to be effective as of the date first above written.

CITY OF THORNTON

Jack Ethredge, City Manager

ATTEST:

Nancy A. Vincent, City Clerk

APPROVED AS TO LEGAL FORM:

Margaret Emerich, City Attorney

CITY OF NORTHGLENN

Joyce Downing, Mayor

ATTEST:

Johanna Small, City Clerk

APPROVED AS TO LEGAL FORM:

Corey Y. Hoffmann, City Attorney