



**PLANNING AND DEVELOPMENT DEPARTMENT
MEMORANDUM 14-24**

DATE: October 13th
TO: Honorable Mayor Joyce Downing and City Council Members
FROM: John Pick, City Manager 
Brook Svoboda, Director of Planning and Development 
SUBJECT CR-105 A Resolution approving contract amendment #1 to the Intergovernmental Agreement between the Colorado Department of Transportation, Adams County, City of Thornton, City and County of Broomfield, City of Federal Heights, Weld County, City of Westminster and the City of Northglenn for the I-25 Managed Lanes Tiger IV Grant Project

BACKGROUND

At the April 21st Council Study Session, Staff presented a proposal to expand the concrete noise walls for the CDOT Managed Lanes project (Attachment 1). The proposal would replace the existing wood picket fences in Northglenn along I-25, except for the section on the west side on I-25 between 112th Ave and 120th Ave. The total project cost is estimated at \$8.5M of which the City's commitment would be \$500,000, with the remaining balance covered by CDOT and Adams County (see Attachment 1 for more details).

Attached is a resolution that would authorize the Mayor to execute the first contract amendment to the IGA that would authorize the work and describe the revised payment schedule. The IGA contemplates two additional payments of \$250,00 in the years 2016 and 2017. At the Council Study Session, Council expressed a desire to make the \$500,000 in the 2014. As drafted, the IGA would not preclude Council from making its contribution earlier than prescribed in the IGA.

BUDGET/TIME IMPLICATIONS:

The current IGA financial obligations are allocated to the General Fund CIP budget. Future payments would likely be assigned to the same funding source, at Council's discretion. If Council were to choose to carry out their expressed intent to make the payment this year, the amount could be funded through the General Fund CIP. This would be reflected in 2014 end of year Supplemental Appropriation.

RECOMMENDATION

Staff recommends Council approve CR-105

STAFF REFERENCE

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

ATTACHMENTS

Attachment 1 Planning Department Staff Memo 14-04

ATTACHMENT 1

PLANNING DEPARTMENT MEMORANDUM # 14-04

DATE: April 21st, 2014
TO: Honorable Mayor Joyce Downing and City Council Members
FROM: John Pick, City Manager
Brook Svoboda, Director of Planning & Development
SUBJECT: I-25 Replacement of Wood Picket Fences with Concrete Noise Walls

BACKGROUND

As part of the I-25 Managed Lanes Project (TIGER IV/CDOT), which is currently underway, the existing wood picket fences are to be repaired and replaced on the highway side of the project. Recent efforts of CDOT, Adams County and Northglenn staff have prompted further discussion on replacing as much of the wood picket fences along I- 25 with concrete sound walls as possible as part of the project.

The scope of the project would include an additional 13,055 linear feet of concrete sound walls - replacing the existing wood fence(s). **Attachment 1** provides a graphical depiction of the project area's existing wood fence 76% of which is located in Northglenn and 24% which is located in unincorporated Adams County, there are no wood fences in Thornton.

CDOT requested that the contractor develop additional engineering and construction cost estimates for this purpose. Their estimated cost to replace the wood fences with concrete sound walls is approximately \$8.4 million (see **Attachment 2** for a detailed cost estimate). Based on the commitments to date, there is a \$500,000 gap to execute this project. The table below provides proposed funding commitments:

Total Cost to Replace Wood Fence	\$8,429,675.73
Funding Resources	
Adams County	\$3,000,000.00
CDOT	\$4,929,675.73
Northglenn	\$500,000.00
Total Funding	\$8,429,675.73

BUDGET/TIME IMPLICATIONS

In 2014, the City is in the second year of a three-year \$550,000.00 local match commitment (\$183,000/yr) towards the I-25 Managed Lanes project (TIGER IV Grant). As a condition for receiving the federal monies (\$15 Million) from the TIGER IV Grant, all local commitments are required to be made prior to the completion of the project, currently scheduled for the end of 2015. However, CDOT has recently determined that the local match payments can be extended two additional years to 2017. As a result, Council could consider the following payment options to address the additional \$500,000 we are being asked to commit:

- Extend the current payment schedule two additional years, in the amount of \$250,000/yr for 2016 and 2017.
- Recalculate the payment schedule over the remaining 4 year term, for an annual payment of \$216,750 each year between 2014-2017.
- Increase the 2014 and 2015 payments to \$433,000/yr, to complete our payments in two years.

The Capital Projects Fund is a potential funding source for the \$500,000 now being requested. The Fund has approximately \$5.6 Million of ½% sales/use tax restricted fund balance available. The current financial commitment is being appropriated through the Capital Projects Fund as well.

RECOMMENDATION

At this time CDOT is seeking a Letter of Commitment (LoC) from the City for this additional \$550,000 a draft LoC is included with this report as **Attachment 3**. If approved by Council, an amendment to the IGA between CDOT and Northglenn would be required at a later date. Staff is seeking direction from the Council if there is an interest in participating in the replacement of the wood picket fences with concrete sound walls along I-25. With the additional funding commitment discussed we have been advised that if the City does not participate, it is likely that a portion of the existing wood picket fences would not be replaced with concrete.

STAFF REFERENCE

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

ATTACHMENTS

- ATTACHMENT 1 Project Area Map
- ATTACHMENT 2 Cost Estimate and Proposed Funding Analysis
- ATTACHMENT 3 Letter of Commitment (Draft)
- ATTACHMENT 4 Noise Wall Rendering

ATTACHMENT 1

Exhibit 2. Existing Wood Noise Barrier 1



Exhibit 3. Existing Wood Noise Barrier 2



Exhibit 4. Existing Wood Noise Barriers 3 and 4



ATTACHMENT 2

I-25 Managed Lanes

Existing Wooden Barrier Analysis - Replace with Concrete at same dimensions as existing barrier

% of Barrier in Adams County = 24%
% of Barrier in Northglenn = 76%

Existing Wooden Barrier 1

Station to Station	NB/SB	City or County	Wall Length (FT)	Wall Height (FT)	Wall Area (SF)	Concrete Noise Wall Cost @ \$40.84/SF	Removal of Sound Barrier Fence Cost @ \$3.50/SF
92+50 to 97+00	NB	Adams County	450	12	5,400	\$ 220,536	\$ 18,900
97+00 to 107+00	NB	Adams County	1,069	12	12,828	\$ 523,896	\$ 44,898
107+00 to 118+00	NB	Adams County	1,100	12	13,200	\$ 539,088	\$ 46,200
118+00 to 122+50	NB	Adams County	450	12	5,400	\$ 220,536	\$ 18,900
Barrier 1 Totals -			3,069		36,828	\$ 1,504,056	\$ 128,898

Existing Wooden Barrier 2

Station to Station	NB/SB	City or County	Wall Length (FT)	Wall Height (FT)	Wall Area (SF)	Concrete Noise Wall Cost @ \$40.84/SF	Removal of Sound Barrier Fence Cost @ \$3.50/SF
232+00 to 241+50	SB	Northglenn	950	12	11,400	\$ 465,576	\$ 39,900
242+00 to 245+00	SB	Northglenn	416	12	4,992	\$ 203,873	\$ 17,472
245+00 to 248+00	SB	Northglenn	300	12	3,600	\$ 147,024	\$ 12,600
Barrier 2 Totals -			1,666		19,992	\$ 816,473	\$ 69,972

Existing Wooden Barrier 3

Station to Station	NB/SB	City or County	Wall Length (FT)	Wall Height (FT)	Wall Area (SF)	Concrete Noise Wall Cost @ \$40.84/SF	Removal of Sound Barrier Fence Cost @ \$3.50/SF
266+91 to 275+00	NB	Northglenn	733	8	5,864	\$ 239,486	\$ 20,524
275+00 to 293+00	NB	Northglenn	1,934	12	23,208	\$ 947,815	\$ 81,228
293+00 to 310+00	NB	Northglenn	1,735	12	20,820	\$ 850,289	\$ 72,870
310+00 to 313+00	NB	Northglenn	246	8	1,968	\$ 80,373	\$ 6,888
313+00 to 317+00	NB	Northglenn	419	12	5,028	\$ 205,344	\$ 17,598
Barrier 3 Totals -			5,067		56,888	\$ 2,323,306	\$ 199,108

Existing Wooden Barrier 4

Station to Station	NB/SB	City or County	Wall Length (FT)	Wall Height (FT)	Wall Area (SF)	Concrete Noise Wall Cost @ \$40.84/SF	Removal of Sound Barrier Fence Cost @ \$3.50/SF
288+00 to 309+36	SB	Northglenn	2,057	12	24,684	\$ 1,008,095	\$ 86,394
308+48 to 311+91	SB	Northglenn	339	8	2,712	\$ 110,758	\$ 9,492
310+32 to 317+93	SB	Northglenn	745	12	8,940	\$ 365,110	\$ 31,290
318+05 to 319+18	SB	Northglenn	112	8	896	\$ 36,593	\$ 3,136
Barrier 4 Totals -			3,253		37,232	\$ 1,520,555	\$ 130,312

			Wall Length (FT)		Wall Area (SF)	Concrete Noise Wall Cost @ \$40.84/SF	Removal of Sound Barrier Fence Cost @ \$3.50/SF
Wooden Barrier Totals -			13,055		150,940	\$ 6,164,390	\$ 528,290

Cost of Wooden Barrier Replacement =	\$ 6,692,679.60
Estimated Cost of Noise Analysis and Design =	\$ 375,000.00
Construction Engineering (22.1%) =	\$ 1,361,996.13
Total Funding for Wooden Barrier Replacement =	\$ 8,429,675.73
Project Savings from Eliminating Wood Barrier Rehab =	\$ (904,801.20)
Adams County Funding =	\$ 2,000,000.00
CDOT RPP Funding =	\$ 2,000,000.00
Funding Gap =	\$ 3,524,874.53

Additional Monies to close Funding Gap

Additional Local Agency Funding =	\$ 1,500,000.00
Additional Funding From Project =	\$ 2,024,874.53

ATTACHMENT 3

April 8, 2014

Jay Hendrickson
Colorado Department of Transportation
Region I North Engineering
4670 North Holly Street
Denver, CO 80216

RE: CDOT Project IM 0253-222, SA 18695, I-25 Managed Lanes: US 36 to 120th Ave

Dear Jay;

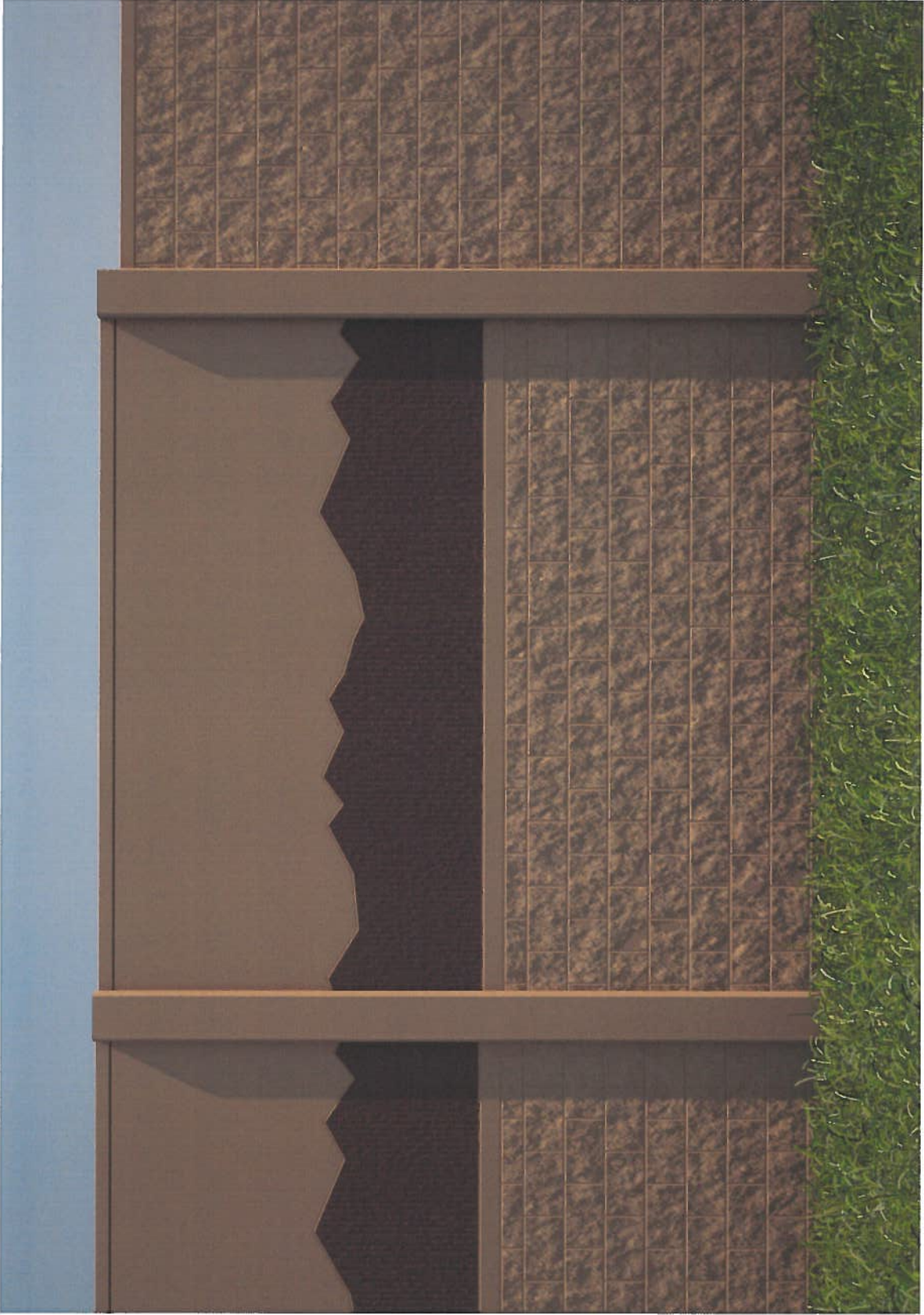
The City of Northglenn is pleased to work with CDOT to replace the existing wood soundwalls along I-25 between US 36 and 112th Avenue with concrete post and panel walls. This work will be included in the current work of the I-25 Managed Lanes project currently under construction. The estimated construction cost to complete this additional work is approximately \$8,429,675.73, and the City's portion would be a total of \$500,000.

Please accept this letter as the City's commitment letter to furnish an additional \$500,000 and initiate the process to amend the current IGA. The payments will be made in two installments of \$250,000 in 2016 and 2017.

If you have any questions, please do not hesitate to call me.

Sincerely,

ATTACHMENT 4



ATTACHMENT 4



SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-105
Series of 2014

Series of 2014

A RESOLUTION APPROVING AMENDMENT #1 TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE COLORADO DEPARTMENT OF TRANSPORTATION, ADAMS COUNTY, CITY OF THORNTON, CITY AND COUNTY OF BROOMFIELD, CITY OF FEDERAL HEIGHTS, WELD COUNTY, CITY OF WESTMINSTER AND THE CITY OF NORTHGLENN FOR THE I-25 MANAGED LANES TIGER IV GRANT PROJECT

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

Section 1. Amendment #1 to the Intergovernmental Agreement between the Colorado Department of Transportation, Adams County, City of Thornton, City and County of Broomfield, City of Federal Heights, Weld County, City of Westminster, and the City of Northglenn for the I-25 Managed Lanes TIGER IV Grant Project, 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 _____, 2014.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

Amendment #:1 Project #: 18695 Project Name: Managed Lanes	Original Contract Routing # 13 HA6 51029 Amendment Routing #: 14 HA1 67964 ID # 331000619
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CONTRACT AMENDMENT

1. PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the Contract) is entered into by and between **Adams County**, 4430 South Adams County Parkway, Brighton, Colorado 80601, CDOT Vendor # 2000055, **City of Thornton**, 9500 Civic Center Drive, Thornton, Colorado 80229, CDOT Vendor # 2000088, **City and County of Broomfield**, One Descombes Drive, Broomfield, Colorado 80020, CDOT Vendor # 2000091, **City of Federal Heights**, 2380 West 90th Avenue, Federal Heights, Colorado 80221, CDOT Vendor # 2000002, **City of Northglenn**, 11701 Community Center Drive, Northglenn, Colorado 80233, CDOT Vendor # 2000004, **Weld County**, P.O. Box 758, Greeley, Colorado 80632, CDOT Vendor # 2000135, **City of Westminster**, 4800 West 92nd Avenue, Westminster, Colorado 80031, CDOT Vendor # 2000053 (hereinafter called "The Local Agencies"), and the STATE OF COLORADO (hereinafter called the "State") acting by and through the Department of Transportation, (hereinafter called "CDOT"). The Local Agencies and the State together shall be referred to as the "Parties."

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the State or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse The Local Agencies for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. FACTUAL RECITALS

The Parties entered the Contract for project IM 0253-222 (18695), which consists of The Local Agencies reimbursing the State for performing a portion of work to construct one managed lane in each direction on I-25 between US 36 and 120th Avenue.

With this Amendment, Adams County and City of Northglenn will increase their contributions and extend the payment schedule accordingly. This Amendment does not alter the other parties' contributions except that the overall percentages are changed to reflect Adams County's and City of Northglenn's increased contributions.

4. CONSIDERATION

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

5. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6. MODIFICATIONS.

The Amendment and all prior amendments thereto, if any, are modified as follows:

A. Section 4 paragraph B of the original Contract is deleted and replaced as follows:

The Local Agencies will provide a portion of the total cost of the Work estimated to be \$8,025,000.00, which is to be funded as follows:

Contributions:

Adams County	\$4,500,000.00	56.07%
Broomfield	\$50,000.00	0.62%
Federal Heights	\$150,000.00	1.87%
Northglenn	\$1,050,000.00	13.08%
Thornton	\$1,750,000.00	21.81%
Weld County	\$25,000.00	0.31%
Westminster	\$500,000.00	6.23%
Totals	\$8,025,000.00	100.00%

Payment Schedule:

	2013	2014	2015	2016	2017	Total
Adams County	\$500,000.00	\$500,000.00	\$500,000.00	\$3,000,000.00	\$0.00	\$4,500,000.00
Broomfield	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,000.00
Federal Heights	\$50,000.00	\$50,000.00	\$50,000.00	\$0.00	\$0.00	\$150,000.00
Northglenn	\$183,000.00	\$183,000.00	\$184,000.00	\$250,000.00	\$250,000.00	\$1,050,000.00
Thornton	\$500,000.00	\$500,000.00	\$750,000.00	\$0.00	\$0.00	\$1,750,000.00
Weld County	\$8,300.00	\$8,300.00	\$8,400.00	\$0.00	\$0.00	\$25,000.00
Westminster	\$167,000.00	\$167,000.00	\$166,000.00	\$0.00	\$0.00	\$500,000.00
Totals	\$1,458,300.00	\$1,408,300.00	\$1,658,400.00	\$3,250,000.00	\$250,000.00	\$8,025,000.00

Any savings realized associated with Local Agencies' contributions will be applied by the percentage based on the contributions table at the final settlement of the project.

B. The first sentence of Section 4 paragraph C of the original contract is deleted and replaced as follows:

The maximum amount payable by the Local Agencies under this contract shall be \$8,025,000, in the amounts for each jurisdiction as set forth above, unless such amount is increased by an appropriate written modification to this contract executed by all of the signatories hereto before any increased cost is incurred.

7. START DATE

This Amendment shall take effect upon the date of the State's Signature.

8. ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The most recent version of the Special Provisions incorporated into the Contract or any amendment shall always control other provisions in the Contract or any amendments.

9. AVAILABLE FUNDS

Financial obligations of the Parties hereto payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available.

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SIGNATURE PAGE

Agreement Routing Number 14 HA1 67964

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

* Persons signing for The Local Agency hereby swear and affirm that they are authorized to act on The Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.

<p style="text-align: center;">THE LOCAL AGENCY Adams County CDOT Vendor # 2000055</p> <p>By: _____ Title: _____</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p> <p>Corporations: (A corporate seal or attestation is required.)</p> <p>Attest (Seal) By: _____</p> <p>(Corporate Secretary or Equivalent, or Town/City/County Clerk)</p>	<p style="text-align: center;">STATE OF COLORADO John W. Hickenlooper, GOVERNOR Colorado Department of Transportation Donald E. Hunt, Executive Director</p> <p>_____</p> <p style="text-align: center;">By: Joshua Laipply, PE, Chief Engineer</p> <p>Date: _____</p>
<p style="text-align: center;">2nd The Local Agency Signature if Needed</p> <p>By: _____ Title: _____</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	<p style="text-align: center;">LEGAL REVIEW John W. Suthers, Attorney General</p> <p>By: _____</p> <p style="text-align: center;">Signature - Assistant Attorney General</p> <p>Date: _____</p>

* Persons signing for The Local Agency hereby swear and affirm that they are authorized to act on The Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.

**THE LOCAL AGENCY
City of Thornton
CDOT Vendor # 2000088**

By: _____

Title: _____

*Signature

Date: _____

Corporations:
(A corporate seal or attestation is required.)

Attest (Seal) By: _____
(Corporate Secretary or Equivalent, or Town/City/County Clerk)

* Persons signing for The Local Agency hereby swear and affirm that they are authorized to act on The Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.

**THE LOCAL AGENCY
City and County of Broomfield
CDOT Vendor # 2000091**

By: _____

Title: _____

*Signature

Date: _____

Corporations:

(A corporate seal or attestation is required.)

Attest (Seal) By: _____
(Corporate Secretary or Equivalent, or Town/City/County Clerk)

* Persons signing for The Local Agency hereby swear and affirm that they are authorized to act on The Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.

**THE LOCAL AGENCY
City of Federal Heights
CDOT Vendor # 2000002**

By: _____

Title: _____

*Signature

Date: _____

Corporations:
(A corporate seal or attestation is required.)

Attest (Seal) By: _____
(Corporate Secretary or Equivalent, or Town/City/County Clerk)

* Persons signing for The Local Agency hereby swear and affirm that they are authorized to act on The Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.

**THE LOCAL AGENCY
City of Northglenn
CDOT Vendor # 2000004**

By: _____

Title: _____

*Signature

Date: _____

Corporations:

(A corporate seal or attestation is required.)

Attest (Seal) By: _____
(Corporate Secretary or Equivalent, or Town/City/County Clerk)

* Persons signing for The Local Agency hereby swear and affirm that they are authorized to act on The Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.

**THE LOCAL AGENCY
Weld County
CDOT Vendor # 2000135**

By: _____

Title: _____

*Signature

Date: _____

Corporations:
(A corporate seal or attestation is required.)

Attest (Seal) By: _____
(Corporate Secretary or Equivalent, or Town/City/County Clerk)

* Persons signing for The Local Agency hereby swear and affirm that they are authorized to act on The Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.

**THE LOCAL AGENCY
City of Westminster
CDOT Vendor # 2000053**

By: _____

Title: _____

*Signature

Date: _____

Corporations:

(A corporate seal or attestation is required.)

Attest (Seal) By: _____
(Corporate Secretary or Equivalent, or Town/City/County Clerk)