

**PLANNING & DEVELOPMENT MEMORANDUM**  
**#34-2022**

**DATE:** Oct. 24, 2022

**TO:** Honorable Mayor Meredith Leighty and City Council Members

**THROUGH:** Heather Geyer, City Manager 

**FROM:** Brook Svoboda, Director of Planning & Development 

**SUBJECT:** CR-157 – First Amendment to Thornton IGA Regarding Design and Construction of 120<sup>th</sup> Avenue

---

**PURPOSE**

To consider CR-157, a resolution approving the First Amendment to the Intergovernmental Agreement (IGA) between the City of Northglenn and the City of Thornton regarding design and construction of 120<sup>th</sup> Avenue.

**BACKGROUND**

Through the original IGA, the City of Thornton agreed to pay for the design costs associated with improvements located within its boundaries. This amendment would allow Thornton to pay for 100% of its roadway improvements within its city limits.

Thornton staff would take this agreement to their City Council in November. Once executed, staff would invoice Thornton for \$697,500.

**BUDGET/TIME IMPLICATIONS**

On Nov. 14, a supplemental appropriation would come forward to recognize the increased revenue, in the form of a contribution, from the City of Thornton and the related increase to the project expenses.

**STAFF RECOMMENDATION**

Attached is CR-157, a resolution that, if approved, would authorize the Mayor to execute the First Amendment to the IGA between the City of Northglenn and the City of Thornton regarding design and construction of 120<sup>th</sup> Avenue. Staff recommends approval of CR-157.

**STAFF REFERENCE**

If Council members have any questions, please contact Brook Svoboda, Director of Planning & Development, at [bsvoboda@northglenn.org](mailto:bsvoboda@northglenn.org) or 303.450.8937.

CR-157 – First Amendment to Thornton IGA Regarding Design and Construction of 120<sup>th</sup> Avenue

SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER'S RESOLUTION

RESOLUTION NO.

No. CR-157  
Series of 2022

\_\_\_\_\_  
Series of 2022

A RESOLUTION APPROVING A FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND THE CITY OF THORNTON REGARDING THE DESIGN AND CONSTRUCTION OF 120<sup>TH</sup> AVENUE ROADWAY IMPROVEMENTS

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;

WHEREAS, the City of Northglenn and the City of Thornton (the "Parties") have determined that certain roadway improvements to 120<sup>th</sup> Avenue from Washington Street to York Street (the "Project"), portions of which are in each city, will be mutually beneficial;

WHEREAS, the Parties previously entered into an Intergovernmental Agreement (the "Original Agreement") dated July 28, 2020 to share obligations related to the design of the Project; and

WHEREAS, the Original Agreement contemplated an amendment to the agreement to address Thornton's contribution to the cost of the construction of the roadway improvements, and a First Amendment has been prepared to address the contribution by Thornton to the cost of the roadway improvements.

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

Section 1. The First Amendment to the Intergovernmental Agreement between the City of Northglenn and the City of Thornton regarding the design and construction of 120<sup>th</sup> Avenue Roadway Improvements Project, attached hereto, is hereby approved and the Mayor is authorized to execute same on behalf of the City.

DATED at Northglenn, Colorado, this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
JENNY WILLFORD  
Mayor Pro Tem

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
JOHANNA SMALL, CMC  
City Clerk

\_\_\_\_\_  
COREY Y. HOFFMANN  
City Attorney

**FIRST AMENDMENT TO AGREEMENT REGARDING THE DESIGN AND  
CONSTRUCTION OF 120<sup>TH</sup> AVENUE**

This First Amendment to Agreement Regarding the Design and Construction of 120<sup>th</sup> Avenue (the "First Amendment") is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2022, between the City of Northglenn ("Northglenn") and the City of Thornton ("Thornton"):

WHEREAS, Northglenn and Thornton previously entered into that Agreement between the City of Northglenn and the City of Thornton Regarding the Design of 120<sup>th</sup> Avenue, dated July 28, 2020 (the "Original Agreement") regarding Thornton's contribution to the cost of the design of certain roadway improvements to 120<sup>th</sup> Avenue from Washington Street to York Street (the "Roadway Improvements");

WHEREAS, the Original Agreement specifically contemplated an amendment to the Original Agreement to address Thornton's contribution to the cost of the construction of the Roadway Improvements; and

WHEREAS, this First Amendment addresses the contribution by Thornton to the cost of the Roadway Improvements.

**TERMS**

**NOW, THEREFORE,** in consideration of the mutual covenants and agreements contained herein, Northglenn and Thornton hereby agree as follows:

1. Construction of the Roadway Improvements. Northglenn and Thornton agree that Thornton's contribution to the cost of the Roadway Improvements is and shall be Six Hundred Ninety-Seven Thousand five hundred Dollars (\$697,500.00) (the "Thornton Contribution"). The Thornton Contribution shall be paid to Northglenn within thirty (30) calendars days of final approval of this First Amendment. The Thornton Contribution shall be the only obligation of Thornton to the Roadway Improvements, and upon payment thereof, Thornton shall have no other responsibility or obligation hereunder.

2. Miscellaneous.

A. Northglenn and Thornton by entering into this First Amendment do not waive the rights, limitations, and defenses of the Colorado Governmental Immunity Act, or other rights or protections as otherwise provided by law.

B. Northglenn and Thornton are separate, independent governmental entities and shall maintain such status throughout.

C. It is understood and agreed that this First Amendment is intended to facilitate cooperation between Northglenn and Thornton to cause the construction of the Roadway Improvements to be completed as specified herein, but nothing in this First Amendment shall be construed to establish a separate legal entity and, except as set forth herein, this First Amendment does not authorize any Party to act for another for any other purpose whatsoever.

D. Integration and Amendment. The Original Agreement and this First Amendment represent the entire agreement between Northglenn and Thornton with regard to the subject matter of the Roadway Improvements as defined herein, and there are no oral or collateral agreements or understandings. This First Amendment may be amended only by an instrument in writing signed by Northglenn and Thornton. If any provision of this First Amendment is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this First Amendment shall continue in full force and effect.

**IN WITNESS WHEREOF**, Northglenn and Thornton have caused this First Amendment to be executed as of the day and year first above written.

**THE CITY OF NORTHGLENN,  
COLORADO**

By: \_\_\_\_\_  
JENNY WILLFORD  
Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
JOHANNA SMALL  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
COREY Y. HOFFMANN  
City Attorney

**CITY OF THORNTON, COLORADO**

By: \_\_\_\_\_  
KEVIN S. WOODS, City Manager

ATTEST:

\_\_\_\_\_  
KRISTEN N. ROSENBAUM, City Clerk

APPROVED AS TO FORM:  
TAMI YELLICO, City Attorney

\_\_\_\_\_  
Erika Delaney Lew, Senior Assistant City Attorney