



**PLANNING AND DEVELOPMENT DEPARTMENT
MEMORANDUM 15-19**

DATE: August 10th, 2015
TO: Honorable Mayor Joyce Downing and City Council Members
FROM: David Willett, Acting City Manager 
Brook Svoboda, Director of Planning and Development 
SUBJECT CR-106 - City of Thornton/City of Northglenn 112th Avenue Station Area Master Plan Intergovernmental Agreement (IGA)

Attached to this memorandum is a resolution that, if adopted, would execute an IGA for participation by the City of Thornton in the local match requirement of the Denver Regional Council of Government's (DRCOG) award for Station Area Master Planning funds for the 112th Avenue station area. Thornton's City Council approved the IGA at their July 28th, 2015 Meeting.

BACKGROUND

In 2013, the Denver Regional Council of Government's (DRCOG) awarded the City funds for creation of a Station Area Master Plan through its Transportation Improvement Program (TIP). The total award for the project was \$150,000.00 which included \$120,000.00 of federal funds and a \$30,000.00 (20%) commitment to local matching funds. The funds were scheduled for distribution in fiscal year 2015.

The City of Thornton partnered with the City of Northglenn in the application, to DRCOG, for the funds. As part of that partnership, the City of Thornton has agreed to participate in the required local match portion of the project. Approximately 25% of the geographic area of the overall project impact area is located in the City of Thornton. The IGA outlines the agreed upon stipulations of sharing resources for the project (ATTACHMENT A).

Provisions of the IGA

The list below highlights the terms and conditions of the proposed IGA:

- City of Thornton to pay the City of Northglenn \$10,000.00 toward the required local match of \$30,000.00.
- The City of Northglenn is responsible for accounting for the preparation and selection of a consultant, management of the consultant, expenditure of funds, and any reporting requirements
- The City of Northglenn shall invoice the City of Thornton for one-half of the contribution upon approval of the consultant and one-half upon acceptance of the plan by the two cities.
- The agreement is for the development of the Station Area Master Plan and does not commit either party to implement infrastructure improvements, policy, or regulations.

BUDGET/TIME IMPLICATIONS:

The City's required local match funds are budgeted in the 2015 budget. The City will initially pay the chosen consultant for work performed and then may begin request for reimbursement immediately thereafter. As outlined by the IGA, invoicing for Thornton's portion will occur at the agreed upon milestones.

STAFF REFERENCE

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

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-106
Series of 2015

Series of 2015

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF THORNTON AND THE CITY OF NORTHGLENN REGARDING PARTICIPATION IN THE CITY OF NORTHGLENN'S 112TH AVENUE STATION AREA MASTER PLAN

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

WHEREAS, the cities of Northglenn and Thornton share common boundaries on York Street between 112th Avenue and 120th Avenue; and

WHEREAS, Northglenn has received a grant in the amount of \$120,000 from the Denver Regional Council of Governments to conduct a Station Area Master Plan for the area surrounding the 112th Avenue North Metro Rail Station, and Thornton has agreed to contribute up to \$10,000 toward the local match requirement of \$30,000 in order to participate in and benefit from the Plan; and

WHEREAS, the cities of Northglenn and Thornton desire to enter into an intergovernmental agreement for the purpose of specifying the terms and conditions in which Thornton will provide Northglenn with such funds and participate in the 112th Avenue Station Area Master Plan.

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

Section 1. The Intergovernmental Agreement between the City of Thornton and the City of Northglenn regarding participation in the City of Northglenn's 112th Avenue Station Area Master Plan, 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 _____, 2015.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF THORNTON AND THE CITY OF NORTHGLENN REGARDING
PARTICIPATION IN THE CITY OF NORTHGLENN'S 112TH AVENUE STATION AREA MASTER PLAN

This INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2015, by and between the City of Thornton, a home rule municipal corporation ("Thornton") and the City of Northglenn, a home rule municipal corporation ("Northglenn"), or collectively referred to as the "Cities".

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, the Cities share common boundaries on York Street between 112th Avenue and 120th Avenue; and

WHEREAS, Northglenn has received a grant in the amount of \$120,000 from the Denver Regional Council of Governments to conduct a Station Area Master Plan for the area surrounding the 112th Avenue North Metro Rail Station ("Plan"); and

WHEREAS, a \$30,000 match of local funds is required for Northglenn to receive the \$120,000 grant; and

WHEREAS, Thornton has agreed to contribute up to \$10,000 toward the local match requirement of \$30,000 in order to participate in and benefit from the Plan; and

WHEREAS, the Cities have identified a Plan study area ("Plan Area") which includes land to be studied within the jurisdiction of both Thornton and Northglenn, attached as Exhibit A; and

WHEREAS, Northglenn has hired the consulting firm Leese & Associates ("Consultant") to conduct the Plan which will create a vision of future land use and coordinated transportation infrastructure for the Cities and will be comprised of a market study, infrastructure evaluation, alternative land use scenarios, and recommendations for strategic mobility planning, urban design and development for both Thornton and Northglenn as described more fully in the Consultant's Scope of Work ("Scope") approved by Northglenn City Council on June 8, 2015 and attached as Exhibit B.

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

1. Funding. Funding for the development of the Plan shall be provided through a grant to Northglenn. It is anticipated that the grant will be One Hundred and Twenty Thousand Dollars

(\$120,000). The local match share is Thirty Thousand Dollars of which Northglenn's share is Twenty Thousand Dollars and Thornton's share is Ten Thousand Dollars. If the amount of the grant funds received by Northglenn is less than One Hundred and Twenty Thousand Dollars, Thornton will reduce its contribution on a pro-rata basis. Any additional funds required for the development of the Plan over and above the grant funds received by Northglenn plus the local match funds shall be the responsibility of Northglenn.

2. Project Accounting. Northglenn shall be responsible for accounting for the expenditure of funds.
3. Scope of Work. The Parties shall jointly agree on the Scope which shall address the land within both Thornton and Northglenn identified within the Plan Area as follows:
 - a. Scope for Thornton. The Consultant shall conduct a market study, infrastructure evaluation, and assessment of transportation access for the Plan Area within Thornton, as well as provide Thornton with alternative land use scenarios to be approved by Thornton City Council. The Plan shall also include recommendations for strategic mobility planning, urban design and development, and implementation for Thornton.
 - b. Scope for Northglenn. The Consultant shall conduct a market study, infrastructure evaluation, Industrial Lands Study, and assessment of transportation access for the Plan Area within Northglenn, as well as provide Northglenn with alternative land use scenarios to be approved by Northglenn City Council. The Plan shall also include recommendations for strategic mobility planning, urban design and development, and implementation for Northglenn.
4. Consultant. Northglenn and Consultant shall be the parties to the consulting contract and Northglenn, as the contracting agency, shall have authority for administration of Consultant's contract.
5. Review. Northglenn shall manage all work performed by any Consultant for the development of the Plan. However, Thornton shall have the opportunity to review and comment upon all draft and final documents, drawings, exhibits, etc. produced by the Consultant as part of the Plan, and provide Northglenn with direction for the Consultant specifically regarding Thornton's land use scenarios, infrastructure and access recommendations.
6. Meetings. Thornton shall have the right to attend and shall receive notice of the meetings with the Consultant not less than forty-eight (48) hours in advance. Thornton will not give direction to the Consultant but will submit all comments on the Consultant's work to Northglenn. Correspondence between the Cities shall be given to the Thornton and Northglenn contact and address set forth below.

City of Thornton

Policy Planning Manager
9500 Civic Center Drive
Thornton, CO 80229

City of Northglenn
Planning Manager
11701 Community Center Drive
Northglenn, CO 80233

7. **Plan Approval by Cities.**
 - a. **Thornton's Approval.** The Consultant shall create a Plan that satisfies all of the Plan components outlined in the Scope for Thornton for the Plan Area within Thornton's jurisdiction. The Plan shall not be adopted unless Thornton City Council approves of the land use scenarios and Plan recommendations for the Plan Area within Thornton's jurisdiction.
 - b. **Northglenn's Approval.** The Consultant shall create a Plan that satisfies all of the Plan components outlined in the Scope for Northglenn for the Plan Area within Northglenn's jurisdiction. The Plan shall not be adopted unless Northglenn City Council approves of the land use scenarios and Plan recommendations for the Plan Area within Northglenn's jurisdiction.
 - c. In the event that either jurisdiction chooses not to adopt the Plan, it shall not preclude the other from adoption of the Plan and location specific scenarios for parts depicted within their respective jurisdiction. Land use and other municipal infrastructure scenarios depicted in the Plan are at the discretion of each jurisdiction and shall only act as guiding policy for each jurisdiction upon formal Plan adoption. Adoption of the Plan by one jurisdiction shall not establish the Plan as policy by the other.
8. **Reporting Requirements.** Northglenn shall be responsible for all grant reporting and for the development of the Plan.
9. **Invoices.** Northglenn shall invoice Thornton for one-half of Thornton's share of the local contribution upon Northglenn's approval of the Consultant's contract. The remainder of Thornton's local contribution shall be made upon acceptance of the Plan by the Parties. Thornton shall not be liable for any financial contribution to the Plan other than as set forth herein, unless previously authorized in writing. Thornton shall not be responsible for paying Consultant bills directly.
10. **Plan Recommendations.** The Cities acknowledge this Agreement is for development of the Plan only. Nothing herein commits either governing body to implement infrastructure improvements, zoning code or other regulatory changes identified in the Plan.

11. Third Parties. No person or entity not a party to this Agreement shall have rights hereunder.

12. Termination; Suspension of Work. This Agreement may be terminated for any of the following reasons:

- a. Funds not Available. In the event that grant funds required for funding of this Agreement are not made available, this Agreement shall terminate unless the Parties agree to provide additional local match funds or reduce the Scope of Work.
- b. Termination for Mutual Convenience. The Parties may terminate this Agreement and terminate the development of the Plan if both Parties agree in writing that the continued development of the Plan would not produce beneficial results commensurate with the further expenditure of funds.
- c. Notwithstanding a and b above, if there is a contingent outstanding contract, this Agreement may only be terminated after costs associated with the cancellation of the contingent outstanding contract have been paid by the Cities. Costs shall be paid as follows: 66.6% Northglenn, 33.4% City of Thornton. (percentages were inserted based on contributions)

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

CITY OF THORNTON

By: _____
Jack Ethredge, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF NORTHGLENN

By: _____
Joyce Downing, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney