

**LOGISTICS MEMORANDUM**  
**#08-01**

January 24, 2008

**TO:** Honorable Mayor Kathleen M. Novak and City Council members

**FROM:** A. J. Krieger, City Manager *AK*  
Kurt Kowar, Logistics Center Manager *KK*  
Joliette Woodson, Civil Engineer II *JW*

**SUBJECT:** CR-19-2008, IGA: Broadstone Traffic Signal

**RECOMMENDATION:**

Attached to this memorandum is a Resolution which, if approved would authorize the Mayor to enter the City of Northglenn into an Intergovernmental Agreement with the City of Thornton for maintenance and operation of a traffic signal at the Broadstone development (1800 East 104<sup>th</sup> Avenue). Staff recommends approval of the proposed resolution.

**BACKGROUND:**

The Broadstone development is located in the City of Thornton just south of 104<sup>th</sup> Avenue between Marion Street and Irma Street. Access to and from the site is provided by 104<sup>th</sup> Avenue. The proposed land uses are 386 apartments and 2 retail developments. Access to the Development will be provided through a right-in right-out (RIRO) access on 104<sup>th</sup> Avenue and a full movement signalized access on 104<sup>th</sup> Avenue. The need for a signalized intersection was identified through a traffic study.

The new intersection is jointly situated within the corporate limits of Thornton and Northglenn. Through the proposed IGA, Northglenn shall provide preventative maintenance for the Traffic Signal following installation. Thornton shall pay Northglenn annually a portion of the maintenance costs for the Traffic Signal.

**POTENTIAL OBJECTION:**

City Staff is not aware of any specific opposition to the proposed resolution.

**BUDGET/TIME IMPLICATIONS:**

Sufficient funds for the preventative maintenance of the Broadstone Signal are available in the General Fund. (Account No 110.66901.000.3738)

**STAFF REFERENCE:**

If Council members have any comments or questions they may contact Kurt Kowar, Logistics Center Manager at [kkowar@northglenn.org](mailto:kkowar@northglenn.org), or (303) 349-3772.

SPONSORED BY: COUNCIL MEMBER MONROE

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-19  
Series of 2008

\_\_\_\_\_  
Series of 2008

A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF THORNTON AND THE CITY OF NORTHGLENN FOR A TRAFFIC SIGNAL AT 1800 E. 104<sup>TH</sup> AVENUE

WHEREAS, the intersection at 1800 E. 104<sup>th</sup> Avenue is jointly situated within the corporate limits of Thornton and Northglenn; and

WHEREAS, the cities of Thornton and Northglenn agree that a traffic signal is warranted at the intersection in association with the Broadstone at Thornton development located south of 104<sup>th</sup> Avenue; and

WHEREAS, the cities of Thornton and Northglenn desire to enter into an intergovernmental agreement for the maintenance and operation of the traffic signal.

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 for the maintenance and operation of a traffic signal at 1800 E. 104<sup>th</sup> Avenue, 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 \_\_\_\_\_, 2008.

\_\_\_\_\_  
KATHLEEN M. NOVAK  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
DIANA L. LENTZ, CMC  
City Clerk

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

INTERGOVERNMENTAL AGREEMENT BETWEEN  
THORNTON AND NORTHGLENN  
FOR A TRAFFIC SIGNAL AT 1800 E. 104<sup>TH</sup> AVENUE

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") entered into this \_\_\_\_ day of \_\_\_\_\_, 2008 is entered into 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 or collectively the ("Parties")

WITNESSETH

WHEREAS, the intersection at 1800 E. 104<sup>th</sup> Avenue is jointly situated within the corporate limits of Thornton and Northglenn; and

WHEREAS, Thornton and Northglenn agree that a traffic signal is warranted at said intersection in association with the Broadstone at Thornton development located south of 104<sup>th</sup> Avenue (the "Traffic Signal"); and

WHEREAS, portions of the Traffic Signal at the northwest and northeast corners of said intersection are to be located in Northglenn and portions of the Traffic Signal at the southwest and southeast corners are to be located in Thornton; and

WHEREAS, Thornton and Northglenn desire to enter into an intergovernmental agreement for the maintenance and operation of the Traffic Signal; and

WHEREAS, the developer of Broadstone at Thornton is currently installing the Traffic Signal.

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

I. MAINTENANCE AND OWNERSHIP

A. Northglenn shall provide preventative maintenance for the Traffic Signal following installation. For purposes of this Agreement, "preventative maintenance" shall consist of all labor and materials necessary to ensure that the Traffic Signal will function as it was designed, including the painting of exterior fixtures. Preventative maintenance shall be performed in accordance with requirements identified in the "Manual on Uniform Traffic Control Devices".

B. Thornton shall pay Northglenn annually a portion of the maintenance costs for the Traffic Signal as described herein. The cost shall be one-

half 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 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 and Thornton shall pay Northglenn for one-half of such cost. Northglenn shall invoice Thornton by January 31, for costs to be paid for the prior year. Thornton shall remit payment by March 15, of each year.

- C. Northglenn retains the right to modify or alter the operation of the Traffic Signal and pertinent traffic control devices at its own discretion or in response to recommendations for modification or alteration by Thornton. All changes shall be made in accordance with the "Manual on Uniform Traffic Control Devices" and sound engineering principles.

## II. GENERAL TERMS

- A. **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.
- B. **SEVERABILITY.** If any portion of this Agreement is held to be unconstitutional or invalid for any reason, such decision shall not affect the constitutionality or validity of the remaining portions of the Agreement. The Parties hereby declare that they would have accepted this Agreement and each part hereof irrespective of the fact that any one part be declared unconstitutional or invalid.
- C. **WAIVER OF BREACH.** A waiver by either Party to this Agreement or the 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.
- D. **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.
- E. **ADDITIONAL DOCUMENTS OR ACTION.** The Parties agree to execute any additional or take any additional action that is necessary to carry out this Agreement.
- F. **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.

- G. 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  
P.O. Box 330061  
Northglenn, Colorado 80233-8061

- H. 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.
- I. TERMS. The terms of this Agreement shall remain in full force and effect until such time as written amendment is mutually agreed to by the Parties hereto.
- J. APPROPRIATIONS. Consistent with Article X, Section 20 of the Colorado Constitution, any financial obligations of either party not to be performed during the current fiscal year are subject to annual appropriation.

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

CITY OF THORNTON

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Jack Ethredge, City Manager

ATTEST:

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Nancy A. Vincent, City Clerk

APPROVED AS TO LEGAL FORM:

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Margaret Emerich, City Attorney

CITY OF NORTHGLENN

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Kathleen M. Novak, Mayor

ATTEST:

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Diana L. Lentz, CMC, City Clerk

APPROVED AS TO LEGAL FORM:

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Corey Y. Hoffmann, City Attorney