

PUBLIC WORKS DEPARTMENT MEMORANDUM
#45-2019

DATE: November 18, 2019

TO: Honorable Mayor Antonio B. Esquibel and City Council Members

THROUGH: Heather Geyer, City Manager *Hmg*

FROM: Kent Kisselman, PE – Director of Public Works *KHK*

SUBJECT: CR-130 – Thornton-Northglenn Signal Maintenance IGA

PURPOSE

City Council is considering CR-130, a resolution to approve the Thornton-Northglenn Signal Maintenance Intergovernmental Agreement (IGA).

BACKGROUND

On December 3, 2013, the City of Northglenn and the City of Thornton entered into an IGA for the maintenance of traffic signals located at shared intersections between the cities. A new agreement has been prepared to add the new traffic signal located at 112th Avenue and Fox Run Parkway.

The cities share traffic signals at fourteen intersections. The City of Northglenn and the City of Thornton will each be responsible for the maintenance and operation of seven traffic signals as indicated in the new IGA.

STAFF RECOMMENDATION

Attached to this memorandum is CR-130, a resolution that, if approved, would authorize the Mayor to execute an Intergovernmental Agreement between the City of Thornton and the City of Northglenn for Traffic Signal Operation and Maintenance. Staff recommends approval of CR-130.

BUDGET/ TIME IMPLICATIONS

This item has no immediate budget implications.

STAFF REFERENCE

If Council members have any comments or questions they may contact Kent Kisselman, Director of Public Works, at 303.450.4005, or kkisselman@northglenn.org.

CR-130 – Thornton-Northglenn Signal Maintenance IGA
IGA for Traffic Signal Operation and Maintenance

SPONSORED BY: MAYOR ESQUIBEL

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-130
Series of 2019

Series of 2019

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

WHEREAS, Section 18(2)(a) of Article XIV of the Colorado Constitution, as well as Section 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 Thornton and the City of Northglenn (the "Parties") recognize that agreement is for the mutual benefit and welfare of their respective residents and will promote an efficient and cost effective approach to traffic signal operation, maintenance, repair and replacement;

WHEREAS, the Parties have previously entered into one or more traffic signal maintenance agreements and wish to consolidate all of the previous traffic signal maintenance agreements into one agreement to facilitate a better administration and maintenance arrangement of jointly situated traffic signals; and

WHEREAS, the Parties wish to enter into an intergovernmental agreement to govern the operation and maintenance of the traffic signals described in the agreement.

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, attached hereto as **Exhibit 1**, for Traffic Signal Operation and Maintenance is hereby approved and the Mayor is authorized to execute same on behalf of the City.

DATED at Northglenn, Colorado, this ____ day of _____, 2019.

ANTONIO B. ESQUIBEL
Mayor

ATTEST:

APPROVED AS TO FORM:

JOHANNA SMALL, CMC
City Clerk

COREY Y. HOFFMANN
City Attorney

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF THORNTON AND THE CITY OF NORTHGLENN FOR
TRAFFIC SIGNAL OPERATION AND MAINTENANCE**

This Intergovernmental Agreement (“Agreement”) entered into this ____ day of _____, 2019, 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.”

I. RECITALS

- A. Section 18(2)(a) of Article XIV of the Colorado Constitution and Section 29-1-201, *et seq.*, of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and
- B. The Parties recognize that this plan is for the mutual benefit and welfare of their respective citizens and will promote an efficient and cost effective approach to traffic signal operation, maintenance, repair and replacement; and
- C. The Parties having previously entered into one or more traffic signal maintenance agreements, wish to consolidate into this Agreement all of the previous traffic signal maintenance agreements to facilitate a better administration and maintenance arrangement of jointly situated traffic signals; and
- D. The Parties now wish to enter into an Intergovernmental Agreement to govern the operation and maintenance of the traffic signals as described and depicted in Exhibit A, which is attached and incorporated by this reference into this Agreement.

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

II. TRAFFIC SIGNALS BETWEEN THORNTON AND NORTHGLENN

- A. The Parties acknowledge the following:
 - 1. One-half (50%) of each of the intersections located at (a) 104th Avenue and Ura Lane, (b) 104th Avenue and Quivas Street, (c) 104th Avenue and Grant Street, (d) 104th Avenue and Washington Street, (e) 104th Avenue and Marion Street, (f) 104th Avenue at Broadstone, (g) 104th Avenue and Irma Drive, (h) 112th Avenue and Fox Run Parkway, (i) 120th Avenue and Grant Street, (j) 120th Avenue and Pennsylvania Street, (k) 120th Avenue and Washington Street, and (l) 120th Avenue and Washington Center Parkway are situated in Thornton, and the remaining half (50%) are situated in Northglenn; and

2. Three-quarters (75%) of the intersection located at 104th Avenue and York Street is situated in Thornton and the remaining one-quarter (25%) is situated in Northglenn; and
3. One-quarter (25%) of the intersection located at 112th Avenue and York Street is situated in Thornton and the remaining three-quarters (75%) is situated in Northglenn.

III. PREVIOUS AGREEMENTS

- A. The Parties hereby terminate the Intergovernmental Agreement dated December 3, 2013, for the traffic signals listed in Section III.B.
- B. Intergovernmental Agreement dated December 3, 2013 ("Prior Agreement"), for the traffic signals located at the intersections of: (a) 104th Avenue and Ura Lane; (b) 104th Avenue and Quivas Street; (c) 104th Avenue and Grant Street; (d) 104th Avenue and Washington Street; (e) 104th Avenue and Marion Street; (f) 104th Avenue at Broadstone; (g) 104th Avenue and Irma Drive; (h) 120th Avenue and Grant Street; (i) 120th Avenue and Pennsylvania Street; (j) 120th Avenue and Washington Street; (k) 120th Avenue and Washington Center Parkway; (l) 104th Avenue and York Street; and (m) 112th Avenue and York Street.
- C. The Parties hereby terminate the Prior Agreement for the traffic signals listed in Section III.B and agree this Agreement shall supersede the Prior Agreement.

IV. TRAFFIC SIGNAL OPERATION AND MAINTENANCE RESPONSIBILITIES

- A. Maintenance of Traffic Signal and Control Devices.
 1. Under this Agreement, maintenance means 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.
 2. Capital replacement shall include any equipment installation, replacement, modification, or alteration outside of routine maintenance and operation and must be mutually agreed upon in writing by the Parties.
 3. The Parties agree that all preventative maintenance, repairs and changes shall be performed in accordance with the requirements of *The Manual on Uniform Traffic Control Devices*, latest edition, as revised and updated, and generally accepted engineering principles.

4. Parties shall not seek reimbursement from one another for costs to maintain and operate the traffic signals and pertinent traffic control devices listed in Sections IV.B.1 and IV.C.1.
5. Before the permanent deactivation/removal of any traffic signal, or control device from operation, it must be mutually agreed upon in writing by the Parties.

B. Thornton.

1. Thornton shall provide maintenance for the traffic signals located at the intersections of: (a) 104th Avenue and York Street; (b) 112th Avenue and York Street; (c) 112th Avenue and Fox Run Parkway; (d) 120th Avenue and Grant Street; (e) 120th Avenue and Pennsylvania Street; (f) 120th Avenue and Washington Street; and (g) 120th Avenue and Washington Center Parkway.
2. Thornton in its sole discretion retains the right to modify or alter the operation of the traffic signals and pertinent traffic control devices at the intersections a, b, c, d, e, f and g listed in Section IV.B.1 above, whether consideration of such modifications or alterations are self-initiated or in response to Northglenn's recommendations to modify or alter any one or more of the same.
3. Thornton will give Northglenn written notice and an opportunity to review Thornton's proposed alterations to the operation of the traffic signals and pertinent traffic control devices before implementing its proposed alterations.

C. Northglenn.

1. Northglenn shall provide maintenance for the traffic signals located at the intersections of: (m) 104th Avenue and Ura Lane; (n) 104th Avenue and Quivas Street; (o) 104th Avenue and Grant Street; (p) 104th Avenue and Washington Street; (q) 104th Avenue and Marion Street; (r) 104th Avenue at Broadstone; and (s) 104th Avenue and Irma Drive.
2. Northglenn in its sole discretion retains the right to modify or alter the operation of the traffic signals and pertinent traffic control devices at the intersections m, n, o, p, q, r, and s, listed in Section IV.C.1 above, whether consideration of such modifications or alterations are self-initiated or in response to Thornton's recommendations to modify or alter any one or more of the same.

3. Northglenn will give Thornton written notice and an opportunity to review Northglenn's proposed alterations to the operation of the traffic signals before and pertinent traffic control devices implementing its proposed alterations.

D. The Apportionment of Capital Replacement Costs for Certain Traffic Signals.

1. 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.
2. 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.
3. Capital replacement costs shall be borne equally by the Parties for the traffic signals located at the intersections of: 120th Avenue and Grant Street; 120th Avenue and Pennsylvania Street; 120th Avenue and Washington Street; and 120th Avenue and Washington Center Parkway intersections.
4. Capital replacement of the traffic signals located 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. The Parties are equally responsible for the capital replacement costs for these traffic signals.
5. Capital replacement, capital replacement costs and permanent deactivation/removal from operation of the traffic signal located at the intersection of 112th Avenue and Fox Run Parkway shall be at the sole discretion of Northglenn.
6. Capital replacement, capital replacement costs and permanent deactivation/removal from operation of the traffic signal located at the intersection of 104th Avenue at Broadstone shall be at the sole discretion of Thornton.

E. Traffic Signals Color Standard

1. Thornton color standard shall be used for the traffic signals located at the intersections of: 104th Avenue and Marion Street; 104th Avenue at Broadstone; 104th Avenue and York Street; 112th Avenue and York Street; 112th Avenue and Fox Run Parkway; 120th Avenue and Grant Street; 120th Avenue and Pennsylvania Street; 120th Avenue and Washington Street; and 120th Avenue and Washington Center Parkway. The Thornton color standard shall be 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.

2. Northglenn color standard shall be used for the traffic signals located 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 Northglenn color standard shall be painted Federal Green (Federal Color FS 34108) unless otherwise approved in writing by the Northglenn Traffic Engineer or designee.

F. Jurisdictional Logos and Street Name Signs.

1. Jurisdictional logos on street name signs attached to the traffic signals located at the 104th Avenue and Marion Street; 104th Avenue at Broadstone; 104th Avenue and York Street; 112th Avenue and York Street; 112th Avenue and Fox Run Parkway; 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 IV of this Agreement.
2. 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.
3. 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.

V. MISCELLANEOUS 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.

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

CITY OF THORNTON

Kevin S. Woods, City Manager

ATTEST:

Kristen N. Rosenbaum, City Clerk

APPROVED AS TO LEGAL FORM:

Luis A. Corchado, City Attorney

CITY OF NORTHGLENN

Antonio B. Esquibel, Mayor

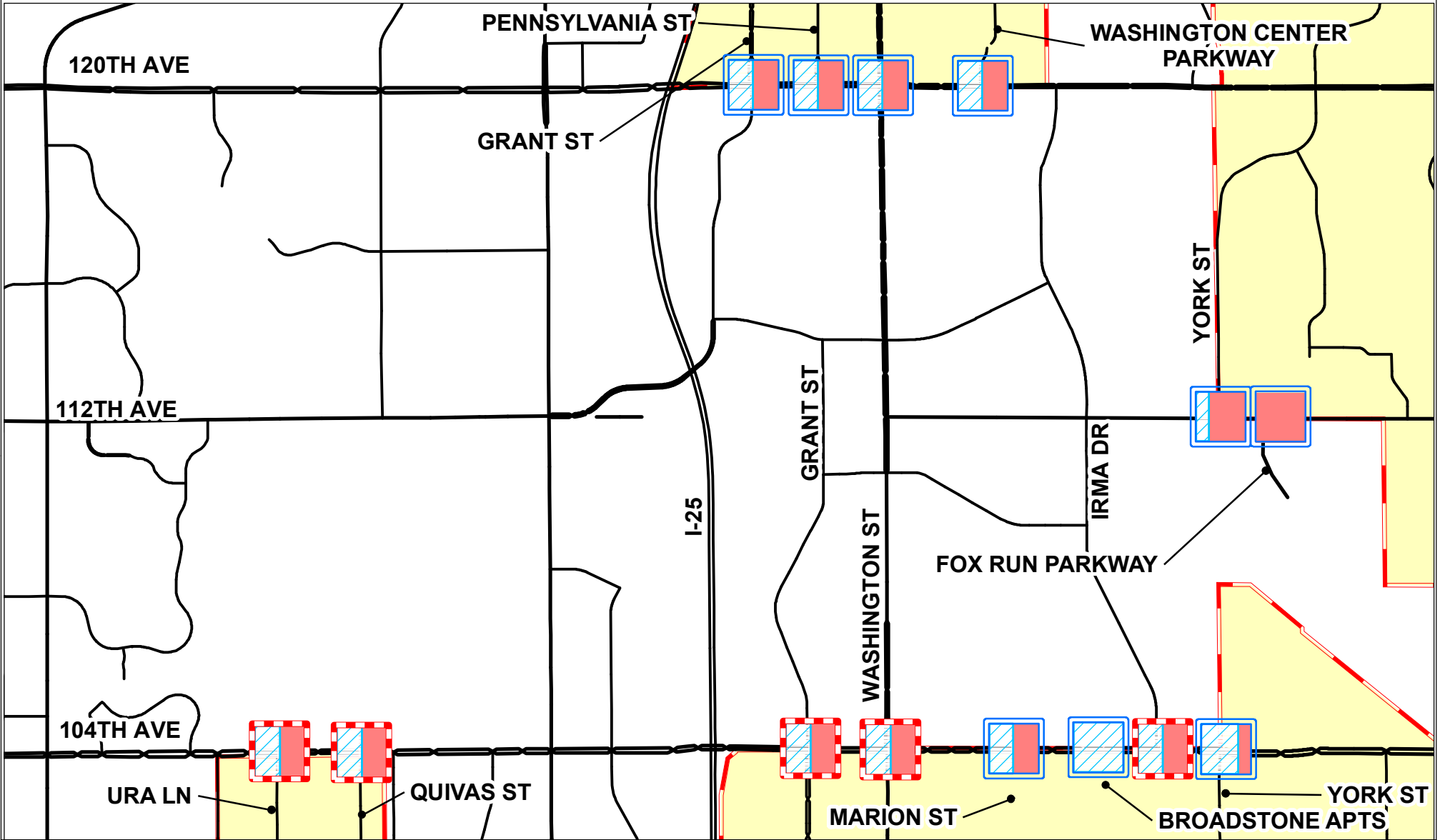
ATTEST:

Johanna Small, City Clerk

APPROVED AS TO LEGAL FORM:

Corey Y. Hoffmann, City Attorney

Exhibit A



CITY OF THORNTON

12450 WASHINGTON ST
 THORNTON, COLORADO 80241-2405
 (720) 977-6210

PROPRIETARY INFORMATION - - NOT FOR RESALE
 Digital Data Produced by the City of Thornton GIS Project. This map is
 representational only, and does not determine exact locations or bound-
 aries of any districts or properties. It is not intended to be relied
 upon for any legal descriptions or other land use documents.




9/2/2019

1 inch = 2,173 feet
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 Thornton
 Color

 Northglenn
 Color

 Hatching denotes % of
 Thornton capital replacement
 costs. Solid denotes %
 of Northglenn capital
 replacement costs.