

**LOGISTICS MEMORANDUM**  
**#07-32**

December 13, 2007

**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-124-2007, IGA: Crossroads Alignment Study

**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 Weld County, Adams County, and the City of Thornton for the Weld County Road 2 (WCR 2) Crossroads Alignment Study. The cost to the City of Northglenn for participation in the study is \$5,000.00 with an additional \$5000.00 held in contingency. Staff recommends approval of the proposed resolution.

**BACKGROUND:**

The border between Weld County and Adams County also known as WCR 2 or 168<sup>th</sup> Avenue lies on a survey section correction line which offset the north-south roadways. This offset of adjoining roads creates a transportation difficulty as local agencies within the area try to create transportation plans that compliment each other and permit a smooth flow of traffic. This study will identify alternative alignment corrections for each intersection identified that will give transportation engineers and planners the tools they need to help preserve the ROW required for the improvements or work with incoming development to construct the improvements.

The study focuses on the intersections contained within the corridor boundaries consisting of a twenty mile section of Weld County Road 2, ½ mile north and ½ mile south, beginning near I-25 and extending east to WCR 49. The following six intersecting roadways on Weld County Road 2 are included in this study:

1. WCR 11/York St.
2. WCR 15/Holly St.
3. WCR 17/Quebec St.
4. WCR 19/Yosemite St.
5. WCR 23.5/Tucson St.
6. WCR 49/Watkins or Imboden

Through their existing on call services contract with Weld County, the consulting firm of Felsburg, Holt and Ullevig (FHU) will be required to coordinate the work with representatives from the local agencies that currently have jurisdiction of the aforementioned intersections. They include Weld County, Adams County, City of Thornton and the City of Northglenn. Weld County will be the lead agency on the project.

**POTENTIAL OBJECTION:**

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

**BUDGET/TIME IMPLICATIONS:**

The budget as proposed for the contract is \$5000.00 with a contingency in the amount of \$5000.00 for a total of \$10,000.00. Sufficient funds are available in the Capital Projects Fund. (Account No. 410.69211.3502.117)

**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-124  
Series of 2007

\_\_\_\_\_  
Series of 2007

A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY, WELD COUNTY, THE CITY OF THORNTON, AND THE CITY OF NORTHGLENN FOR THE CROSSROADS ALIGNMENT STUDY FOR WELD COUNTY ROAD 2

WHEREAS, the City of Northglenn, the City of Thornton, Adams County and Weld County share the jurisdiction of a portion of Weld County Road 2; and

WHEREAS, the four parties wish to participate in an alignment study for the purpose of defining their respective roles and responsibilities regarding alignment corrections and improvements to the crossroads of Weld County Road 2.

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

Section 1. The Intergovernmental Agreement between the County of Adams, the County of Weld, the City of Thornton, and the City of Northglenn for the Crossroads Realignment Study for Weld County Road 2, 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 \_\_\_\_\_, 2007.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**INTERGOVERNMENTAL AGREEMENT**  
**CROSSROADS ALIGNMENT STUDY**  
**WELD COUNTY ROAD 2**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007, by and between the four jurisdictions listed below:

1. County of Adams, State of Colorado, by and through the Board of County Commissioners of Adams County, Colorado, hereinafter referred to as "ADAMS COUNTY," with offices located at 450 South 4<sup>th</sup> Avenue, Brighton, Colorado 80601.
2. City of Thornton, State of Colorado, by and through the City Council of the City of Thornton, Colorado, hereinafter referred to as "THORNTON", with offices located at 9500 Civic Center Drive, Thornton, Colorado 80229.
3. City of Northglenn, State of Colorado, by and through the City Council of the City of Northglenn, Colorado, hereinafter referred to as "NORTHGLENN", with offices located at 11701 Community Center Drive, Northglenn, Colorado 80233.
4. County of Weld, State of Colorado, by and through the Board of County Commissioners of Weld County, Colorado, hereinafter referred to as "WELD COUNTY," with offices located at 915 Tenth Street, Greeley, Colorado 80631.

WITNESSETH:

WHEREAS, ADAMS COUNTY, THORNTON, NORTHGLENN and WELD COUNTY share the jurisdiction of a study corridor boundary of Weld County Road (WCR) 2, from one half mile north and one half mile south of the section line, beginning near I-25 and extending east to WCR 49 including the following six intersections hereinafter known as the "PROJECT", WCR 11/York St., WCR 15/Holly, WCR 17/Quebec, WCR 19/ Yosemite, WCR 23.5/ Tucson, WCR 49/ Watkins, and

WHEREAS, the four parties wish to participate in an alignment study defined in the attached Scope of Work and share the costs of such improvements, and

WHEREAS, the four parties hereto desire to enter into this Agreement for the purpose of defining their respective roles and responsibilities regarding the completion of this PROJECT, and

WHEREAS, the parties are authorized to enter into this Agreement by C.R.S. § 29-1-203 and Colorado Constitution Article XIV, § 18(2) (1), for the purpose of achieving greater efficiencies for the provision of services to the public.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall be from the date first written above to and until such time as the PROJECT described herein is completed and 50% of the sum of the total costs are paid to and received by Weld County.
2. DESCRIPTION OF STUDY: The border between Weld County and Adams County also known as WCR 2 or 168<sup>th</sup> Avenue lies on a survey section correction line which offsets the north/south roadways. This offset of adjoining roads creates a transportation difficulty as local agencies in the area try to create a smooth, safe flow of traffic between them. This study will identify alternative alignment corrections for each intersection that will give the jurisdictions a tool to help preserve the ROW for future improvements. The total estimated cost of the PROJECT is \$60,000, and the parties' respective financial obligations shall not exceed that amount indicated on "Exhibit A", unless this Agreement is amended in writing.
3. STUDY PREPARATION: WELD COUNTY agrees to be the lead agency with regard to contracting with their on-call consultant to provide the project design and management necessary for the PROJECT. All parties will be given equal opportunity to review/comment on the study before it is published. The consultant responsible for the PROJECT is Felsburg, Holt and Ullevig (FHU). ADAMS COUNTY, THORNTON and NORTHGLENN agree to reimburse and pay WELD COUNTY the design costs associated with this PROJECT according to the amounts shown in "Exhibit A". Project administration utilizing WELD COUNTY staff necessary to manage the PROJECT will not be charged.
4. REIMBURSEMENT OF PROJECT COSTS: WELD COUNTY agrees to provide ADAMS COUNTY, THORNTON and NORTHGLENN with copies of all invoices and supporting documentation associated with the design of the PROJECT. ADAMS COUNTY, THORNTON and NORTHGLENN agree to reimburse WELD COUNTY within 30 days of receipt of each invoice.
5. ENTIRE AGREEMENT: This writing, together with the exhibits hereto, constitutes the entire Agreement between the parties hereto with respect to the subject matter herein, and shall be binding upon said parties, their officers, employees, agents, and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties.
6. NO WARRANTY: By virtue of its entering into this Intergovernmental Agreement and upon its promises to perform the work described herein, WELD COUNTY makes no warranties, either express or implied, that the study agreed to herein meet or will meet standards other than those generally required for counties and cities of the size and type similar to the parties herein.

7. SEVERABILITY: If any term or condition of this Intergovernmental Agreement shall be held to be invalid, illegal, or unenforceable, this Intergovernmental Agreement shall be construed and enforced without such provision to the extent that this Intergovernmental Agreement is then capable of execution within the original intent of the parties hereto.
8. NO THIRD PARTY BENEFICIARY ENFORCEMENT: It is expressly understood and agreed that the enforcement of the terms and conditions of this Intergovernmental Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Intergovernmental Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Intergovernmental Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Intergovernmental Agreement shall be an incidental beneficiary only.
9. MODIFICATION AND BREACH: This Intergovernmental Agreement contains the entire Intergovernmental Agreement and understanding between the parties to this Intergovernmental Agreement and supersedes any other Intergovernmental Agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, notation, renewal, or other alteration of or to this Intergovernmental Agreement shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the undersigned parties. No breach of any term, provision, or clause of this Intergovernmental Agreement shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party hereto, or waiver of, a breach by any other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

10. NOTICES: All notices required herein shall be mailed via First Class Mail to the parties representatives at the addresses set forth below:

ADAMS COUNTY:

Besharah Najjar, P.E.  
12200 N. Pecos St., 3<sup>rd</sup> Floor  
Westminster, CO 80234  
Phone: 303-453-8770 Fax: 303-453-8775  
Email: bnajjar@co.adams.co.us

CITY OF NORTHGLENN:

Joliette Woodson, P.E.  
11701 Community Center Drive  
P.O. Box 330061, Northglenn, CO 80233-8061  
Phone: 303-450-8835 Fax: 303-450-8708  
Email: jwoodson@northglenn.org

CITY OF THORNTON:

Gene Putman, P.E.  
9500 Civic Center Drive  
Thornton CO, 80229  
Phone: 303-538-7333  
Email: Gene.Putman@cityofthornton.net

WELD COUNTY:

Michael Bedell, P.E.  
P.O. Box 758, 1111 "H" St.  
Greeley, CO 80632  
Phone: 970-304-6496, ext 3706 Fax: 970-304-6497  
Email: mbedell@co.weld.co.us

IN WITNESS WHEREOF, the parties hereto have signed this Intergovernmental Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**ADAMS COUNTY SIGNATURE PAGE**

ATTEST:

COUNTY OF ADAMS, STATE OF  
COLORADO, by and through the Board of  
County Commissioners of Adams County

By: \_\_\_\_\_  
Deputy Clerk to the Board

By: \_\_\_\_\_  
W.R. "Skip" Fisher, Chairman

**APPROVED AS TO FORM & CONTENT:**

By: \_\_\_\_\_  
Adams County Attorney



**CITY OF NORTHGLENN SIGNATURE PAGE**

ATTEST:

CITY OF NORTHGLENN, State of Colorado, by  
and through the City Council of Northglenn

By: \_\_\_\_\_  
City Clerk to the Council

By: \_\_\_\_\_

**APPROVED AS TO FORM & CONTENT:**

By: \_\_\_\_\_  
Northglenn City Attorney

**CITY OF THORNTON SIGNATURE PAGE**

ATTEST:

CITY OF THORNTON, State of Colorado, by and  
through the City Council of Thornton

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_

**APPROVED AS TO FORM & CONTENT:**

By: \_\_\_\_\_  
Thornton City Attorney

**WELD COUNTY SIGNATURE PAGE**

ATTEST:

COUNTY OF WELD, STATE OF COLORADO,  
by and through the Board of County Commissioners  
of Weld County

By: \_\_\_\_\_  
Clerk to the Board

By: \_\_\_\_\_  
David E. Long, Chairman

**APPROVED AS TO FORM & CONTENT:**

By: \_\_\_\_\_  
Weld County Attorney

EXHIBIT A

**Weld /Adams County Line Crossroads Alignment Study**

Crossroad with County Line	Jurisdictional Agency	% of Ownership	Estimate Study Cost/Int.	Agency Cost			
				Northglenn	Thornton	Weld	Adams
WCR 11/York St.	Northglenn	50	\$10,000	\$5,000	\$5,000		
	Thornton	50					
WCR 15/Holly	Weld	50	\$10,000			\$5,000	\$5,000
	Adams	50					
WCR 17/Quebec	Weld	50	\$10,000			\$5,000	\$5,000
	Adams	50					
WCR 19/Yosemite	Weld	50	\$10,000			\$5,000	\$5,000
	Adams	50					
WCR 23.5/Tuscon	Weld	50	\$10,000			\$5,000	\$5,000
	Adams	50					
WCR 49/Watkins or Imboden	Weld	50	\$10,000			\$5,000	\$5,000
	Adams	50					
		<b>Total</b>	<b>\$60,000</b>	<b>\$5,000</b>	<b>\$5,000</b>	<b>\$25,000</b>	<b>\$25,000</b>

**Weld /Adams County Line Crossroads Alignment Study**

Crossroad with County Line	Jurisdictional Agency	% of Ownership	Estimate Study Cost/Int.	Agency Cost			
				Northglenn	Thornton	Weld	Adams
WCR 11/York St.	Northglenn	50	\$10,000	\$5,000	\$5,000		
	Thornton	50					
WCR 15/Holly	Weld	50	\$10,000			\$5,000	\$5,000
	Adams	50					
WCR 17/Quebec	Weld	50	\$10,000			\$5,000	\$5,000
	Adams	50					
WCR 19/Yosemite	Weld	50	\$10,000			\$5,000	\$5,000
	Adams	50					
WCR 23.5/Tuscon	Weld	50	\$10,000			\$5,000	\$5,000
	Adams	50					
WCR 49/Watkins or Imboden	Weld	50	\$10,000			\$5,000	\$5,000
	Adams	50					
		<b>Total</b>	<b>\$60,000</b>	<b>\$5,000</b>	<b>\$5,000</b>	<b>\$25,000</b>	<b>\$25,000</b>