



**PUBLIC WORKS DEPARTMENT
MEMORANDUM #2017 - 01**

DATE: January 23, 2017

TO: Honorable Mayor Joyce Downing and City Council Members

FROM: James A. Hayes, AICP, City Manager 
David H. Willett, Director of Public Works 

SUBJECT: **Council Resolution #08**
Intergovernmental Agreement – 112th Avenue and Huron Street

PURPOSE

The City Council is considering a resolution to approve an Intergovernmental Agreement (IGA) between the City of Northglenn and the City of Westminster to cover the maintenance responsibilities for W. 112th Avenue from Alcott Street to Huron Street, and Huron Street from 112th Avenue to 120th Avenue.

BACKGROUND

In the past, planned/implemented improvements of Huron Street and 112th Avenue have been disjointed, with maintenance and CIP projects being performed by both jurisdictions individually. This approach, in some cases, results in discontinuities in pavement sections and potential safety hazards. The attached IGA focusses on public safety within the right-of-way, assigns maintenance responsibilities, and promotes partnering on capital projects.

The maintenance of Huron Street will be the responsibility of Northglenn and maintenance of 112th Avenue will be the responsibility of Westminster. The roadways are being administered this way currently and the IGA will formalize the maintenance and capital efforts.

BUDGET IMPLICATIONS

This agreement is consistent with the existing maintenance practices, there are no current budget implications. However, there is the potential for future CIP projects, and in those cases, funding will be subject to appropriation.

SCHEDULE/TIME IMPLICATION

Effective 2017 (pending City Council approval).

STAFF RECOMMENDATION

Attached to this memorandum is a Resolution that, if approved, would allow the Mayor to execute an IGA between the City of Northglenn and the City of Westminster for the maintenance of W. 112th Avenue from Alcott Street to Huron Street and Huron Street from 112th Avenue to 120th Avenue.

Staff recommends approval of the Resolution.

STAFF REFERENCE

Kent Kisselman, PE, Engineering Manager

kkisselman@northglenn.org 303.450.4005

ATTACHMENTS

- A: Intergovernmental Agreement (2 copies)

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-8
Series of 2017

Series of 2017

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND THE CITY OF WESTMINSTER FOR MAINTENANCE OF PUBLIC RIGHTS-OF-WAY

WHEREAS, the City of Northglenn and the City of Westminster (the "Cities") are governmental entities, each with the authority to build and maintain public roads within their respective boundaries; and

WHEREAS, the Cities share certain common boundaries upon which lie public roadways, specifically Huron Street from 112th Avenue to 120th Avenue and W. 112th Avenue from Alcott Street to Huron Street; and

WHEREAS, the Cities desire to cooperate in the maintenance of such roadways for the welfare and benefit of the residents of both parties.

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 Northglenn and the City of Westminster, attached hereto as **Exhibit 1**, regarding the maintenance of public rights-of-way is hereby approved and the Mayor is authorized to execute same on behalf of the City.

DATED at Northglenn, Colorado, this ____ day of _____, 2017.

JOYCE DOWNING
Mayor

ATTEST:

APPROVED AS TO FORM:

JOHANNA SMALL, CMC
City Clerk

COREY Y. HOFFMANN
City Attorney

Intergovernmental Agreement Regarding
Maintenance of Public Rights-of-Way Between
The Cities of Northglenn and Westminster

This Agreement is made and entered into this _____ day of _____, 2017, by and between the City of Northglenn (“Northglenn”) a home rule municipal corporation organized under the laws of the State of Colorado and the City of Westminster (“Westminster”), a home-rule municipal corporation organized under the laws of the State of Colorado.

WITNESSETH

WHEREAS, Westminster and Northglenn are governmental entities, each with statutory authority to build and maintain public roads within their respective boundaries; and

WHEREAS, Westminster and Northglenn share certain common boundaries upon which lie certain public roads for which Westminster and Northglenn share maintenance responsibility; and

WHEREAS, Westminster and Northglenn are desirous of cooperating in the maintenance of said roads for the welfare and benefit of the residents of both parties; and

WHEREAS, Westminster and Northglenn are authorized by Article XIV, Section 18 of the Colorado Constitution and sections 29-1-203 and 43-2-144 of the Colorado Revised Statutes to enter into Intergovernmental Highway Agreements and cooperative agreements to provide any function, service or facility lawfully authorized to each of them; and

WHEREAS, said parties have heretofore entered into various arrangements and understandings between them for the maintenance of public roads lying between and within boundaries of said parties, and it is the desire of both parties that all such arrangements and understandings be abrogated from and after the date of this instrument, and that the future maintenance of said roads by said parties be fixed and determined herein until and unless modified in writing as provided below.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants and agreements of the parties herein, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree per Exhibit A and Exhibit B.

1. As used in this Agreement, the term “maintenance” means that endeavor required to sustain proper road conditions, including patching, crack sealing, shouldering, , street sweeping, trash removal, drainage and storm drainage structures, snow and ice control, pavement markings, weight restrictions, and traffic control, with the exception of street

name signs and approaching stop signs, and any and all other routine repairs for the full width and full depth of the roadway to sustain proper road conditions and to insure proper and safe vehicular movement.

2. “Maintenance” shall not include any major construction such as total reconstruction of roadway, paving, milling/resurfacing, resurfacing, sealcoating, curb and gutter, sidewalk, bridges, or large culvert installations. Where and when it is deemed necessary by the parties to initiate a non-routine reconstruction or construction project (“Construction Project”), the entity that is responsible for Maintenance hereunder shall be designated as the lead agency for the Construction Project, unless the Construction Project is located entirely within Westminster or Northglenn, in which case the entity in which the Construction Project is located shall be responsible therefor. For a Construction Project determined to be necessary by the parties hereunder and subject to annual appropriation as required by law, Westminster and Northglenn agree to be responsible for the cost of the work proportionate to the work within their respective municipal boundaries.

3. Each entity shall coordinate traffic control in accordance with the standards of the manual for Uniform Traffic Control Devices. This Agreement does not include traffic signals or flashers.

4. Each party, by entering into this Agreement, agrees to assume and save harmless the other party from all liability with respect to the maintenance and traffic control for the roadways for which each party has hereby assumed responsibility; provided, however, nothing in the Agreement shall be construed or deemed as waiving any protections to which either party may be entitled pursuant to the Colorado Governmental Immunity Act, sections 24-10-101, et seq., C.R.S., nor as granting any rights whatsoever upon any third parties.

5. The right and responsibility to issue street cut permits shall lie with that party having maintenance and traffic control responsibility for the street or streets in question under this Agreement. Public improvement permits, e.g., curb, gutter or sidewalk or paving between new improvements and existing roadway shall lie with Westminster, if the public improvement is located within the corporate boundaries of Westminster, otherwise with Northglenn.

6. This Agreement shall have an initial term of one year commencing the date this Agreement is entered, as indicated above. This Agreement shall automatically renew for additional one year terms without further action by the parties, unless terminated as provided for herein. This Agreement may be terminated by either party upon written notice to the other at least thirty (30) days prior to the anniversary of the Agreement that termination is desired. All modifications shall be made in writing and mutually agreed upon. Any modification or termination of this Agreement shall become effective on the anniversary date of this Agreement, unless otherwise agreed to in writing by the parties.

7. If any roadway or intersection covered by this Agreement is annexed by Westminster, then Westminster shall have full responsibility upon the effective date of annexation, notwithstanding anything in this Agreement to the contrary, for maintenance and traffic control for that portion of annexed roadway or intersection.

8. In the event that either party elects to terminate its participation in this Agreement, neither this Agreement nor any prior arrangement or understanding between Westminster and Northglenn regarding maintenance and traffic control for public roads shall have any force or effect and each party shall be responsible for maintenance and traffic control only for those portions of the roads that lie within their respective jurisdictions.

9. Consistent with Article X, Section 20 of the Colorado Constitution, any financial obligations of Westminster or Northglenn not to be performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies appropriated for the then current fiscal year.

10. If any provision of this Agreement or the application hereof to any party or circumstances is held invalid by a court of competent jurisdiction, such invalidity shall not affect any other provisions or applications of the Agreement which can be given effect without the invalid provision or application, and to this end the provisions of the Agreement are declared to be severable.

11. This instrument contains the entire Agreement between the parties, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written contract shall be valid or binding; and this Agreement may not be enlarged, modified, or altered except in writing, signed by the parties and endorsed hereon.

In Witness Whereof, the parties hereto have caused this agreement to be executed on the day and year first above written.

CITY OF WESTMINSTER, COLORADO

By: _____
Donald M. Tripp, City Manager

Attest:

Approved as to Legal Form & Content

Michelle Parker, City Clerk

David R. Frankel, City Attorney

CITY OF NORTHGLENN, COLORADO

By: _____
Joyce Downing, Mayor

Attest:

Approved as to Legal Form & Content

Johanna Small, City Clerk

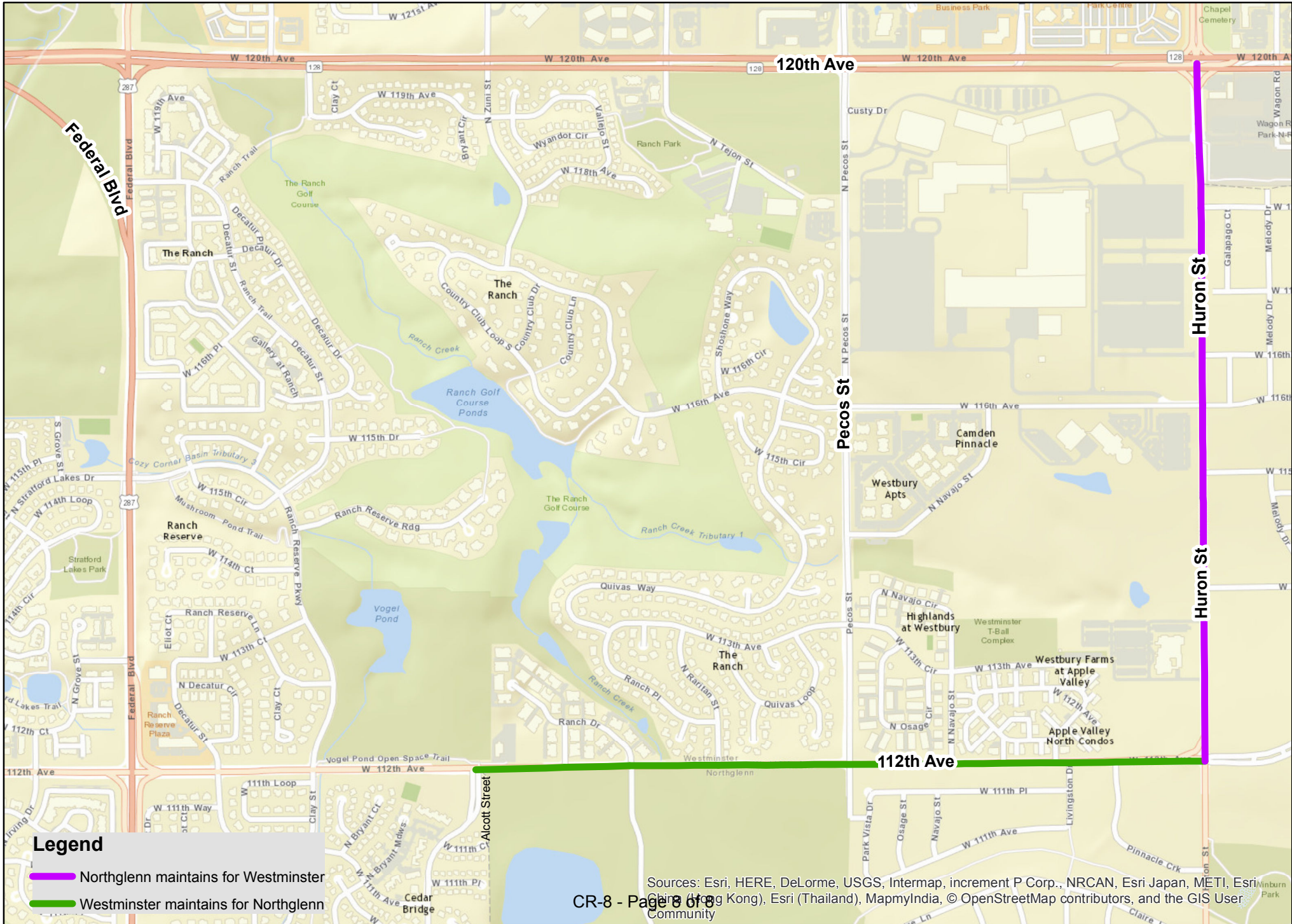
Corey Y. Hoffmann, City Attorney

Exhibit "A"

Northglenn Streets Shared with Westminster

Revised 9/20/2016

	Length L.F.	Width L.F.	Sq. Yds.	Northglenn Sq. Yds.	Westminster Sq. Yds.
Westminster Maintains for Northglenn					
W. 112 th Avenue, Alcott Street to Huron Street	5,288	63	37,016	27,024	9,992
Total Square Yards Maintained for Northglenn				27,024	
	Length L.F.	Width L.F.	Sq. Yds.	Northglenn Sq. Yds.	Westminster Sq. Yds.
Northglenn Maintains for Westminster					
Huron Street, 112 th Avenue to 120 th Avenue	5,092	68	38,472	14,183	24,289
Total Square Yards Maintained for Westminster					24,289



Legend

- Northglenn maintains for Westminster
- Westminster maintains for Northglenn