

CITY OF WHEAT RIDGE, COLORADO
RESOLUTION NO. 39
Series of 2011

TITLE: A RESOLUTION APPROVING A INTERGOVERNMENTAL AGREEMENT WITH JEFFERSON COUNTY FOR 32ND AVENUE WIDENING FROM BRAUN COURT TO WRIGHT COURT

WHEREAS, the City Council wishes to provide for the widening of 32nd Avenue from Braun Court to Wright Court; and

WHEREAS, the City has been awarded a federal transportation grant by the Denver Regional Council Government (DRCOG) to widen 32nd Avenue through reconstruction of this particular roadway segment; and

WHEREAS, the City has negotiated an Intergovernmental Agreement with Jefferson County for funding of \$1,250,000 of the Project costs; and

NOW, THEREFORE, BE IT RESOLVED by the Wheat Ridge City Council, that:


Section 1. Intergovernmental Agreement Approved.

THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY AND JEFFERSON COUNTY FOR WEST 32ND AVENUE WIDENING FROM BRAUN COURT TO WRIGHT COURT, IS HEREBY APPROVED AND THE MAYOR AND CITY CLERK ARE AUTHORIZED AND DIRECTED TO EXECUTE THE SAME.

Section 2. Effective Date 10-10-11.

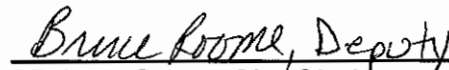
This Resolution shall be effective immediately upon adoption.

DONE AND RESOLVED this 10th day of October, 2011.



Jerry DiFulvio, Mayor

ATTEST:



Michael Snow, City Clerk



Amended & Restated Intergovernmental Agreement

This Amended & Restated Intergovernmental Agreement (this "Agreement") is made and entered into this 10th day of October, 2011, by and between the COUNTY OF JEFFERSON, COLORADO, a body politic and corporate (the "County"), and the CITY OF WHEAT RIDGE, COLORADO, a municipal Corporation and home rule city of the state of Colorado (the "City"), collectively referred to herein as the "Parties."

RECITALS

A. The Parties, together with the Colorado Department of Transportation ("CDOT"), desire to share in the cost of the design, surveying, engineering, construction, inspection, materials testing and right-of-way acquisition required for certain improvements at the interchange of I-70 and 32nd Avenue (the "Improvements"). The Improvements shall consist of the following:

1. Safety improvements in the school zone along 32nd Avenue adjacent to the Manning and Maple Grove elementary schools;
2. The widening of 32nd Avenue to accommodate traffic needs between Alkire Street and Wright Street, including modification of the existing I-70 bridges over 32nd Avenue;
3. Modification and improvement of the Youngfield Street / 32nd Avenue intersection; and
4. Modification and improvement of the Zinnia Street / Cabela Drive / 32nd Avenue intersection.

B. The improvements will provide significant benefits to the County and the City and their residents through improved access for existing and future developments within the area.

C. The Parties have previously entered into an Intergovernmental Agreement dated August 7, 2007 (the "2007 IGA") providing for the design and construction of certain improvements at the interchange of Interstate 70 and 32nd Avenue. The Parties now desire to terminate the 2007 IGA and enter into this Agreement to replace and supersede all obligations outstanding under the 2007 IGA.

D. The City has obtained a grant from the Federal Highway Administration administered by the Colorado Department of Highways in the amount of \$2,924,000 (the "Federal Grant"). This grant may be used for construction costs of the Improvements only, which include contract administration, inspection and material testing.

E. The Federal Grant requires a 47% local match of the total project, (estimated at \$5,517,000), making the local match requirement estimated at \$2,593,000.

F. The Parties desire to use the funds from the Federal Grant to satisfy in part the funding obligation for the Improvements and to enter into this Agreement to further clarify the Parties' outstanding funding obligations with respect to the Improvements.

G. The Parties desire to provide funding, in full compliance with the requirements of Article X, Section 20 of the Colorado Constitution ("TABOR"), for the construction of the Improvements in order to facilitate the prompt completion of such construction.

AGREEMENT

In consideration of the foregoing premises, and the covenants, promises and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Parties hereby terminate the 2007 IGA. The 2007 IGA is no longer in force and effect, and neither Party shall have any continuing obligations under the 2007 IGA. This Agreement amends and supersedes the 2007 IGA in all respects.

2. The City and the County will work with CDOT to obtain approvals of the design of the Improvements, generally in conformance with the February 28, 2007 I70/32nd Avenue Interchange Finding of No Significant Impact (FONSI). The City will construct the Improvements in accordance with all applicable requirements of CDOT, the County and the City. Neither Party will approve the deletion of or significant change to any of the Improvements without the prior written approval of the other Party. In the event the City breaches the preceding provisions, then the County shall be entitled to refund of any monies that it contributed pursuant to Paragraph 3 below.

3. The Parties agree to share the costs of construction of the Improvements as follows:

A. Within thirty (30) days of receipt of a validly issued notice to proceed from the City to the contractor completing the construction of the Improvements, the County will contribute \$1,250,000 to the City (the "County's Contribution").

B. The City will be responsible for all other costs associated with the Improvements.

3. Upon payment of the County's Contribution, the County shall have no further obligations under this Agreement. The City will be responsible for the funding of any additional costs related to the Improvements.

4. The Parties intend to fully comply with the requirements of TABOR; and this Agreement shall not constitute a multi-fiscal year financial obligation of either Party. Any expenditure of funds by either Party shall be subject to an annual appropriation of such funds for such purpose by the governing body of such Party.

5. Any notice, request, assignment, payment, consent, approval, demand, or other communication required or permitted hereby shall be in writing and shall be deemed to have been given when personally delivered, delivered by overnight delivery services, or when deposited in the United States Postal Service, certified, return receipt requested, postage prepaid, properly addressed to the persons whom such notice is intended to be given at their respective addresses as follows:

If to the City: Patrick Goff, City Manager
City of Wheat Ridge
7500 W. 29th Avenue
Wheat Ridge, CO 80033

If to Jefferson County: Faye Griffin, Chair
Board of County Commissioners
100 Jefferson County Parkway, Suite 5000
Golden, CO 80419

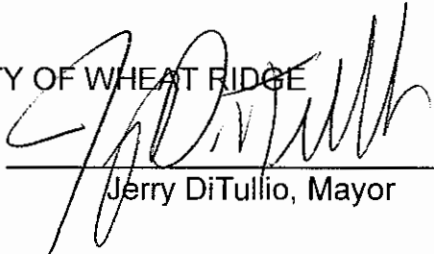
With a copy to: County Attorney
100 Jefferson County Parkway, Suite 5500
Golden, CO 80419

6. Governing law. This Agreement shall be governed by the laws of the state of Colorado. Jurisdiction and venue shall be proper and exclusive in the District Court for Jefferson County, Colorado.

Executed by the Parties to be effective as of the date first set forth above.

CITY OF WHEAT RIDGE

By: _____


Jerry DiTullio, Mayor

ATTEST:

By: Bruce Roome, Deputy
Michael Snow, City Clerk

APPROVED AS TO FORM:

By: Gerald E. Dahl
Gerald E. Dahl, City Attorney



COUNTY OF JEFFERSON, COLORADO

By: _____
Faye Griffin, Chairman
Board of County Commissioners

ATTEST:
(Seal)

Deputy Clerk and Recorder

APPROVED AS TO FORM:

By: _____
Kourtney Hartmann
Assistant County Attorney