

RESOLUTION NO. R - 015 - 080

**THE BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS, COLORADO**

**ORIGINAL**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE TOWN OF PARKER AND THE BOARD OF COUNTY  
COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO,  
REGARDING COST SHARING FOR CHAMBERS ROAD  
(MAINSTREET TO HESS ROAD) IMPROVEMENT PROJECT**

**WHEREAS**, the Town of Parker ("Town") and the Board of County Commissioners of the County of Douglas, State of Colorado, ("Douglas County"), desire to enter into an Intergovernmental Agreement regarding cost sharing for Chamber Road (Mainstreet to Hess Road) Improvement Project; and

**WHEREAS**, Douglas County is willing to enter into such an agreement in accordance with the terms and conditions set forth in the Intergovernmental Agreement attached hereto; and

**WHEREAS**, the **Town** and Douglas County are governmental entities authorized to enter into intergovernmental agreements pursuant to the provisions of Article XIV, Section 18(2)(a) of the Colorado Constitution, and Section 29-1-203, C.R.S.; now, therefore,

**BE IT RESOLVED**, by the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO**, that the Intergovernmental Agreement by and between the **Town** and Douglas County, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Chair of the Board is authorized to execute the agreement on behalf of Douglas County.

**PASSED AND ADOPTED** this 1<sup>st</sup> day of August, 2015, in Castle Rock, Douglas County, Colorado.

**THE BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS, COLORADO**

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

*Jill E. Repella*

**JILL E. REPELLA, Chair**

ATTEST: \_\_\_\_\_

*Codie Brenner*



**CODIE BRENNER, Deputy Clerk to the Board**

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND  
THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS  
REGARDING COST SHARING FOR CHAMBERS ROAD (MAINSTREET TO HESS  
ROAD) IMPROVEMENT PROJECT**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Town of Parker, Colorado, a Colorado home rule municipality (the "Town"), and the Board of County Commissioners of Douglas County, Colorado (the "County"), hereinafter collectively referred to as the "Parties."

**WITNESSETH:**

WHEREAS, the County and the Town desire to cooperate in the funding of the improvements to Chambers Road between Mainstreet and Hess Road, as described herein (the "Project");

WHEREAS, the County desires to share in a portion of the Project cost associated with constructing the segment of the Project currently located in unincorporated Douglas County;

WHEREAS, the Town desires to design and construct the entire Project, as described in this Agreement, using the funds provided by the Town and the County; and

WHEREAS, the Parties further desire to memorialize their agreements concerning the participation in the funding to design and construct the entire Project.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the Parties hereto agree as follows:

1. Project Improvements. The Town will design and construct the entire Project, as described in **Exhibit A**, which is attached hereto and incorporated by this reference, subject to the allocation of costs described in Paragraph 2 herein.

2. Allocation of Costs. The Town shall pay the entire cost of the design and construction of the Project, subject to the allocation of costs described herein. The Town agrees to allocate funding for the portion of the Project located within the Town's incorporated boundary and also potentially contribute a portion of the costs within unincorporated Douglas County. The County agrees to contribute a lump sum amount not to exceed One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000) or an amount not to exceed one hundred percent (100%) of the actual construction cost, whichever is less, herein referred to as the "County Road Contribution," and the County Road Contribution shall be used solely for the construction of the portion of the project that is currently located within unincorporated Douglas County and it is for the purpose of allowing the Town to construct the entire Project. The County agrees to open a Douglas County Purchase Order to the Town within sixty (60) days after execution of this Agreement; and the County agrees pay the Town within thirty (30) days of the date that the Town notifies the County in writing that the Town has selected a bidder for the Project and at the time when Town staff intends to seek Town Council approval to award a construction contract for the Project. The Town agrees to deposit the County Road Contribution into a Project fund

7/28/2015

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maintained by the Town. The Town agrees to invoice the County for the amount described above at the time that the Town has selected a bidder for the Project. The Town will refund any appropriate amount to the County, if any, at the conclusion of the Project or if a construction contract is not awarded by the Town for the Project.

3. Bidding of the Project. The Town agrees to bid the construction of the Project according to the Town's bid procedures on or before January 31, 2016 ("Bid Deadline"). In the event that the requirements of this Paragraph are not satisfied by the Bid Deadline, then this Agreement shall automatically terminate and all funds paid by the County to the Town shall immediately be returned to the County. Once final bids are received, the Town shall diligently pursue completion of the Project, however, if the Town terminates the Project because of lack of funding after opening bids or for any other reason, the County shall be reimbursed its full County Road Contribution within sixty (60) days.

4. Conveyance of Chambers Road to the Town. The County will convey their interest in that portion of Chambers Road described in **Exhibit B**, which is attached hereto and incorporated by this reference, to the Town by quit claim deed within sixty (60) days of the execution of this Agreement; and it is anticipated that the Town will commence the process to annex that portion of Chambers Road described in Exhibit B into the Town's corporate limits within one (1) year of receipt of the quit claim deed associated with Exhibit B.

5. Maintenance Responsibilities for the Project. Following the conveyance of Chambers Road from the County to the Town and in accordance with Paragraph 4, the Town shall be responsible to operate and maintain the portion of Chambers Road described in Exhibit B and as identified in this Agreement, which includes the traffic signals at the intersection of Mainstreet and Chambers Road.

6. Time for Performance. The Parties acknowledge and agree that the Project shall be substantially completed twenty-four (24) months after award of the construction contract and open for use by the traveling public, as soon as practicable.

7. Remedies. The Parties hereto acknowledge and agree that each party may exercise all rights and remedies in law or in equity, by a decree in specific performance, or such other legal or equitable relief as may be available, including a return of the funds described in Paragraphs 2 and 3 of this Agreement.

8. 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 other 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.

Town of Parker:      Public Works Director  
                                 Town of Parker  
                                 20120 E. Mainstreet  
                                 Parker, Colorado 80138

Douglas County: Department of Public Works - Engineering  
Public Works Engineering Director  
100 Third Street  
Castle Rock, Colorado 80104

9. Appropriation. Pursuant to C.R.S. § 29-1-110, the financial obligations of the Town and the County contained herein which are payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

10. No Waiver of Governmental Immunity Act. The Parties hereto understand and agree that the Town and the County, their commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions 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 from time to time amended, or otherwise available to the Town and the County.

11. Additional Documents. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out the intent of this Agreement.

12. Colorado Law. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado, and the Parties waive any right to remove any action to any other court, whether state or federal.

13. Separate Entities. The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

14. No Third-Party Beneficiaries. The enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement. Any beneficiary of the terms and conditions of this Agreement are not intended beneficiaries, but are incidental beneficiaries only.

15. Recitals. The recitals to this Agreement are incorporated herein by this reference.

16. Entirety. This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties hereof and constitutes the entire agreement between the Parties concerning the subject matter hereof.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto as of the date first written above.

**TOWN OF PARKER, COLORADO**

\_\_\_\_\_  
Mike Waid, Mayor

ATTEST:

\_\_\_\_\_  
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
James S. Maloney, Town Attorney

**BOARD OF COUNTY COMMISSIONERS  
OF DOUGLAS COUNTY COLORADO**



ATTEST:

\_\_\_\_\_  
Codie Brenner

Codie Brenner, Deputy Clerk to the Board

\_\_\_\_\_  
Jill E. Repella, Chair

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Douglas J. DeBord, County Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Nick Pijoan, Sr. Assistant County Attorney

APPROVED AS TO FISCAL CONTENT:

\_\_\_\_\_  
Andrew Copland, Director of Finance

## **EXHIBIT A**

### **CHAMBERS ROAD INTERGOVERNMENTAL AGREEMENT (IGA)**

#### **DESCRIPTION OF CHAMBERS ROAD IMPROVEMENT PROJECT**

##### **CHAMBERS ROAD IMPROVEMENTS**

The limits of the proposed Chambers Road Improvement Project (the "Project") are from the Mainstreet / Chambers Road intersection on the north end and the Hess Road / Chambers Road intersection on the south end. Chambers Road generally runs north-south between the previously listed intersections and is located in Sections 19, 29 and 30 in Township 6 South, Range 66 West, and the Project limits are shown in **Exhibit A-1**, which is attached hereto and incorporated by this reference .

The proposed improvements consist of widening existing Chambers Road between the Hess Road and Mainstreet intersections (approximately 10,200 feet in length) from a 2-lane to a 4-lane arterial roadway; and the design shall be in accordance with the Town of Parker current roadway standards. The Project is located within both the Town of Parker incorporated limits and also within unincorporated Douglas County. Approximately 3,500 feet of the northern portion of the project is located in unincorporated Douglas County (which begins on the north side of the Mainstreet / Chambers Road Intersection and continues south). The project includes a new roadway bridge over Newlin Gulch (which is located in the Town of Parker) and includes upgrading the existing span wire traffic signals to mast arm traffic signals.

# Exhibit A-1 Chambers Road Widening IGA



**EXHIBIT B**  
**LEGAL DESCRIPTION**

A PARCEL OF LAND BEING ALL OF TRACT W, PART OF EAST MAINSTREET, AND A PART OF CHAMBERS ROAD, MERIDIAN INTERNATIONAL BUSINESS CENTER FILING NO. 7 RECORDED AT RECEPTION NO. 2005057700 IN THE RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER'S OFFICE, LOCATED IN THE EAST HALF OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE EAST QUARTER CORNER OF SAID SECTION 19;

THENCE ALONG THE EASTERLY AND NORTHERLY LINES OF TRACT Q SAID MERIDIAN INTERNATIONAL BUSINESS CENTER FILING NO. 7 THE FOLLOWING (6) COURSES:

1. ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19 NORTH 00°33'23" WEST, A DISTANCE OF 156.62 FEET;
2. NORTH 48°45'29" WEST, A DISTANCE OF 12.52 FEET;
3. NORTH 14°48'28" WEST, A DISTANCE OF 437.35 FEET;
4. NORTH 01°17'28" WEST, A DISTANCE OF 193.26 FEET TO THE **POINT OF BEGINNING**;
5. NORTH 87°56'46" WEST, A DISTANCE OF 32.79 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 81.50 FEET;
6. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°50'00", AN ARC LENGTH OF 129.21 FEET TO THE NORTHEAST CORNER OF SAID TRACT W AND BEGINNING OF A COMPOUND CURVE CONCAVE EASTERLY HAVING A RADIUS OF 8,940.00 FEET;

THENCE ALONG THE EASTERLY, SOUTHERLY, AND WESTERLY LINES OF SAID TRACT W THE FOLLOWING (18) COURSES:

1. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°31'56", AN ARC LENGTH OF 239.07 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 8,916.26 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 86°03'57" EAST;
2. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°02'32", AN ARC LENGTH OF 162.21 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 8,952.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 88°39'09" EAST;
3. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°58'14", AN ARC LENGTH OF 620.36 FEET;
4. TANGENT TO SAID CURVE SOUTH 05°19'05" EAST, A DISTANCE OF 305.70 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,648.00 FEET;



**EXHIBIT B**  
**LEGAL DESCRIPTION**  
**CONTINUED**

5. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°14'29", AN ARC LENGTH OF 668.49 FEET;
6. TANGENT TO SAID CURVE SOUTH 17°55'24" WEST, A DISTANCE OF 724.84 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1,952.00 FEET;
7. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°48'23", AN ARC LENGTH OF 368.16 FEET TO THE NORTHWEST CORNER OF TRACT T SAID MERIDIAN INTERNATIONAL BUSINESS CENTER FILING NO. 7 AND THE BEGINNING OF A COMPOUND CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1,952.00 FEET;
8. CONTINUING SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°29'07", AN ARC LENGTH OF 50.60 FEET TO THE SOUTHEAST CORNER OF SAID TRACT W;
9. ALONG THE SOUTHERLY LINE OF SAID TRACT W SOUTH 87°33'37" WEST, A DISTANCE OF 109.02 FEET TO THE SOUTHWEST CORNER OF SAID TRACT W AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2,060.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 84°47'39" EAST;
10. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°24'20", AN ARC LENGTH OF 50.54 FEET TO THE NORTHEAST CORNER OF TRACT S SAID MERIDIAN INTERNATIONAL BUSINESS CENTER FILING NO. 7 AND THE BEGINNING OF A COMPOUND CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2,060.00 FEET;
11. CONTINUING NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°01'52", AN ARC LENGTH OF 396.61 FEET;
12. NON-TANGENT TO SAID CURVE NORTH 17°48'06" EAST, A DISTANCE OF 807.06 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,543.61 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 71°33'06" WEST;
13. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°58'24", AN ARC LENGTH OF 214.81 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,552.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 82°42'34" WEST;
14. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°36'31", AN ARC LENGTH OF 341.54 FEET;
15. TANGENT TO SAID CURVE NORTH 05°19'05" WEST, A DISTANCE OF 204.06 FEET;
16. NORTH 05°11'35" WEST, A DISTANCE OF 187.75 FEET;
17. NORTH 07°08'30" WEST, A DISTANCE OF 223.65 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 9,060.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 86°38'26" EAST;
18. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°36'21", AN ARC LENGTH OF 728.32 FEET TO THE NORTHWEST CORNER OF SAID TRACT W;

**EXHIBIT B**  
**LEGAL DESCRIPTION**  
**CONTINUED**

THENCE ALONG THE WESTERLY LINES OF SAID CHAMBERS ROAD THE FOLLOWING (3) COURSES:

1. NORTH 43°21'00" WEST, A DISTANCE OF 114.44 FEET;
2. NORTH 02°10'00" EAST, A DISTANCE OF 109.00 FEET;
3. NORTH 47°33'10" EAST, A DISTANCE OF 114.25 FEET,

THENCE ACROSS SAID CHAMBERS ROAD SOUTH 89°18'07" EAST, A DISTANCE OF 120.09 FEET TO THE SOUTHWESTERLY LINE OF TRACT P SAID MERIDIAN INTERNATIONAL BUSINESS CENTER FILING NO. 7 AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 81.50 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 86°56'50" EAST;

THENCE ALONG SAID SOUTHWESTERLY LINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF 90°59'56", AN ARC LENGTH OF 129.44 FEET;

THENCE ALONG THE NORTHERLY AND EASTERLY LINES OF SAID EAST MAINSTREET THE FOLLOWING (2) COURSES:

1. TANGENT TO SAID CURVE SOUTH 87°56'46" EAST, A DISTANCE OF 26.20 FEET;
2. SOUTH 01°17'28" EAST, A DISTANCE OF 109.19 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 9.082 ACRES, (395,633 SQUARE FEET), MORE OR LESS.

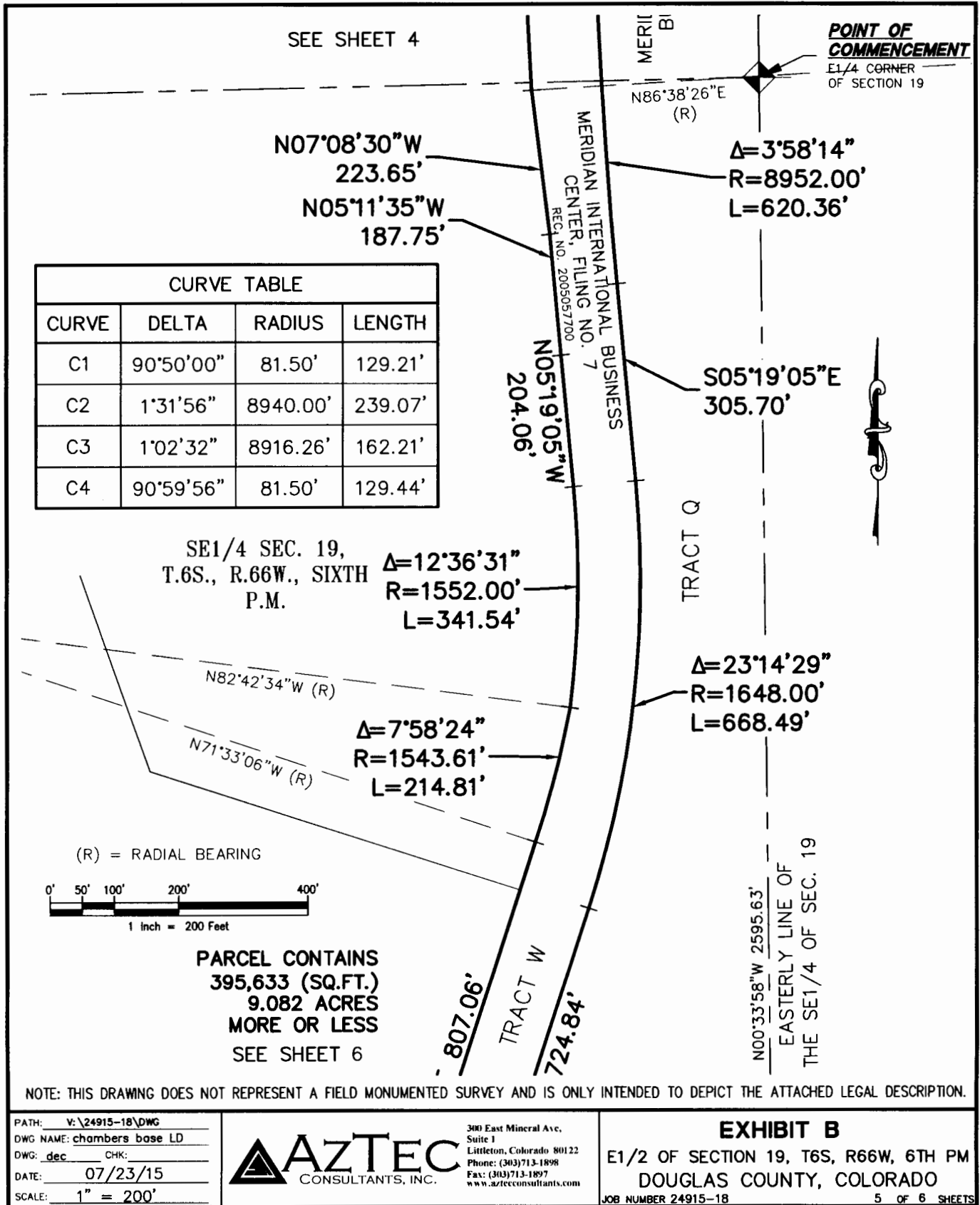
EXHIBIT ATTACHED AND MADE A PART HEREOF.



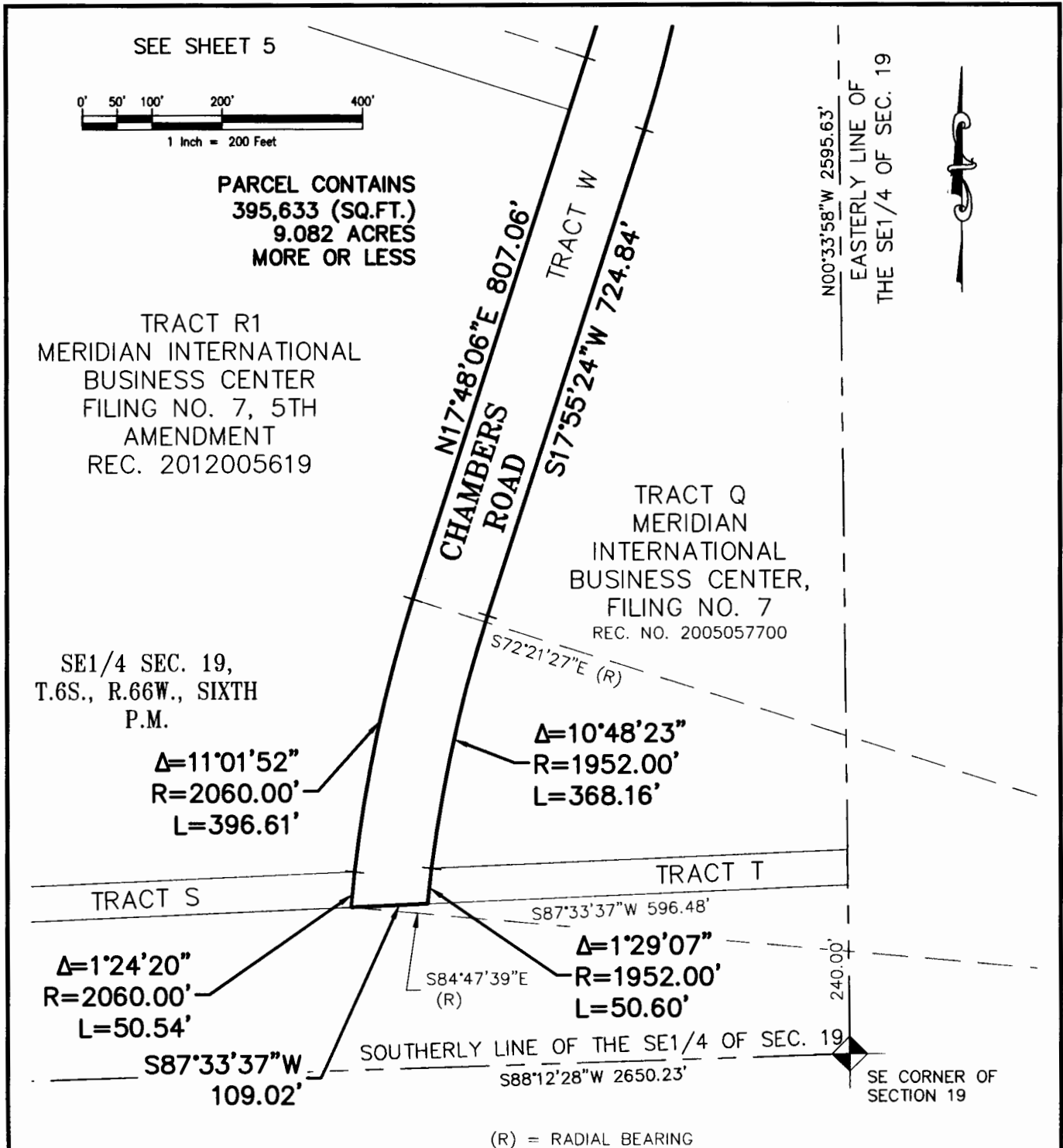
DEAN E. CATES, PLS  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122  
303-713-1898

4 OF 6 SHEETS

# ILLUSTRATION TO EXHIBIT B



# ILLUSTRATION TO EXHIBIT B



NOTE: THIS DRAWING DOES NOT REPRESENT A FIELD MONUMENTED SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: V:\24915-18\DWG  
DWG NAME: chambers base LD  
DWG: dec CHK:  
DATE: 07/23/15  
SCALE: 1" = 200'

**AZTEC**  
CONSULTANTS, INC.

300 East Mineral Ave,  
Suite 1  
Littleton, Colorado 80122  
Phone: (303)713-1898  
Fax: (303)713-1897  
www.aztecconsultants.com

## EXHIBIT B

E1/2 OF SECTION 19, T6S, R66W, 6TH PM  
DOUGLAS COUNTY, COLORADO

JOB NUMBER 24915-18

6 OF 6 SHEETS