

RESOLUTION NO. R - 018 - 078

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

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF LONE TREE AND THE BOARD OF COUNTY COMMISSIONERS OF THE  
COUNTY OF DOUGLAS, STATE OF COLORADO, REGARDING FINANCIAL  
CONTRIBUTION TOWARD THE RIDGEGATE PARKWAY WIDENING PROJECT

*WHEREAS*, the Board of County Commissioners of the County of Douglas (the "County") and the City of Lone Tree (the "City"), desire to enter into an intergovernmental agreement regarding funding for the RidgeGate Parkway Widening Project; and

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

*WHEREAS*, governmental entities are 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 between the Board of County Commissioners of the County of Douglas and the City, 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 11 day of September, 2018, in Castle Rock, Douglas County, Colorado.

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

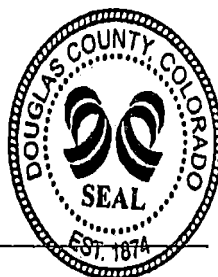
BY: Lora L. Thomas

LORA L. THOMAS, Chair

ATTEST:

Emily Wrenn

Emily Wrenn, Clerk to the Board



**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF LONE TREE AND THE BOARD OF COUNTY  
COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO,  
REGARDING FINANCIAL CONTRIBUTION TOWARD THE RIDGEGATE  
PARKWAY WIDENING PROJECT**

THIS INTERGOVERNMENTAL AGREEMENT ("**Agreement**") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, **2018** by and between the City of Lone Tree, Colorado, a Colorado home rule municipality (the "**City**"), and the Board of County Commissioners of Douglas County, State of Colorado, (the "**County**"), hereinafter collectively referred to as the "**Parties**."

**RECITALS**

WHEREAS, the Parties are legally empowered under Section 29-1-201, et seq., C.R.S. to enter into this Agreement; and

WHEREAS, the City and the County desire to cooperate in advancing the design and construction necessary to widen a portion of RidgeGate Parkway, as generally depicted on the attached **Exhibit A** and hereinafter referred to as the "**Project**";

WHEREAS, the proposed widening of RidgeGate Parkway will occur within the City of Lone Tree's municipal boundary, and is located between South Havana Street to approximately 2,200 feet west of the intersection with Meridian Village Parkway, which consists of two construction phases (respectively, the "**Phase 1 Improvements**" and the "**Phase 2 Improvements**"); and

WHEREAS, in accordance with the terms and conditions stated in this Agreement, the County is willing to contribute funding for the construction of the **Phase 1 Improvements**; and

WHEREAS, the Parties anticipate that the **Phase 1 Improvements** may begin in the fourth quarter of 2018 and that the **Phase 2 Improvements** will begin in the first quarter of 2019; and

WHEREAS, other governmental agencies recognize the importance and benefits of widening RidgeGate Parkway, and therefore the City has entered into, or will be entering into separate intergovernmental agreements with the State of Colorado (the Colorado Department of Transportation), ("**CDOT**"), Rampart Range Metropolitan District No. 1 ("**RRMD**"), and the Southeast Public Improvement Metropolitan District ("**SPIMD**"), each of which are also contributing funding for this **Project**; and

WHEREAS, **SPIMD**, by separate agreement with the City, agrees to provide a contribution to this **Project** contingent upon the County's financial participation and **SPIMD** agrees to match the County's contribution up to \$2,500,000; and

WHEREAS, the City is responsible for securing all necessary funding required to design and construct the Project, (including the **Phase 1 Improvements** and the **Phase 2 Improvements**, which are both necessary in order to substantially complete the **Project** and open the widened RidgeGate Parkway for the public's use; and

WHEREAS, the City is responsible for managing all phases of project development, providing project oversight of design and construction phases; and

WHEREAS, the County's only responsibility is for its voluntary financial contribution for a portion of the **Phase 1 Improvements** construction costs as identified in **Section 4** below; and

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

1. **Acknowledgment and Incorporation of Recitals.** The foregoing recitals are hereby acknowledged by the Parties to be true and correct and are incorporated into this Agreement.

2. **Term.** This Agreement shall commence upon execution by both Parties and shall continue until twelve (12) months following completion of construction of the **Phase 1 Improvements**.

3. **City Responsibilities and Contribution.**

The City has estimated the total construction costs for the **Project** to be Twenty Six Million Nine Hundred Thousand Dollars and No Cents (\$26,900,000.00), hereinafter referred to as the "**Project Cost Estimate**".

The City agrees to manage, in coordination with RRMD, all aspects of the construction of the **Project**. Except as expressly provided in **Section 4**, below, the City shall be responsible for paying for all construction costs for the **Project**, including any cost in excess of the **Project Cost Estimate** or the **Phase 1 Cost Estimate**. The City is responsible for the completion of the Project.

Within sixty (60) days after notice of award has been given to the contractor(s), the City agrees to provide the County: two (2) full sets (11x17 plan sheets) of the final construction documents (plans and specifications) marked "For Construction" and stamped by a Colorado Licensed Professional Engineer for both the **Phase 1 and Phase 2 Improvements**, and one electronic copy on a CD or thumb drive of the same documents.

### **Phase 1 Improvements**

The City estimated the total construction costs for the **Phase 1 Improvements** to be Eight Million Nine Hundred Thousand Dollars and No Cents (\$8,900,000.00), hereinafter referred to as the “**Phase 1 Cost Estimate**”.

By separate agreement, the City anticipates receiving a contribution in the amount of \$6,400,000 from **CDOT**, for constructing the **Phase 1 Improvements**.

Following the award of the construction contract for the **Phase 1 Improvements**, the City shall provide the County with an invoice requesting the full **County Contribution** as identified in Section 4 below. The invoice shall state the date that the City awarded a construction contract(s) and specify the notice to proceed date. Included with the City’s invoice, the City agrees to provide the County with a copy of the Bid Tabulations results and the Engineer’s Estimate of probable costs.

Within sixty (60) days after final acceptance of the work for the **Phase 1 Improvements**, the City shall provide the County with a written summary of all construction costs incurred by the City for the **Phase 1 Improvements**, and copies of all applicable construction expenditures.

### **Phase 2 Improvements**

The City estimated the total construction costs for the **Phase 2 Improvements** to be Eighteen Million Dollars and No Cents (\$18,000,000.00), hereinafter referred to as the “**Phase 2 Cost Estimate**”.

By separate agreements, the City anticipates receiving a contribution in the amount of \$15,500,000 from **RRMD**, and a contribution in an amount up to \$2,500,000 (made in two payments of \$1,100,000 and \$1,400,000) from **SPIMD**, for constructing the **Phase 2 Improvements**; and the City acknowledges that the County has no responsibility to contribute to the Phase 2 Improvements.

The City agrees to provide the County with a copy of the Bid Tabulations results and the Engineer’s Estimate of probable costs.

#### **4. County Responsibilities and Contribution.**

The County agrees to pay to the City an amount not to exceed **Two Million Five Hundred Thousand Dollars and No Cents (\$2,500,000.00)**, hereinafter referred to as the “**County Contribution**” for the sole purpose of contributing to the construction of the **Phase 1 Improvements**. In no event will the County be liable for paying the City any amount in excess of the **County Contribution**, including for any unforeseen project costs or claims.

The **County Contribution** is payable to the City within thirty (30) days after the County has received a written invoice from the City containing a written notice that the

City has awarded the construction contract for the **Phase 1 Improvements**. The **County Contribution** shall be used by the City for constructing the **Phase 1 Improvements** and will be used for no other purpose unless agreed to by both Parties in writing.

If the **County Contribution** is not used within 12 months of being paid to the City, then the County may request any unused portion be returned with sixty (60) days' notice. Any portion not refunded under this provision will be indicated by the City with copies of all documents justifying applicable construction expenditures.

5. **Time of Performance.** Upon execution of this Agreement by both Parties, the City shall diligently pursue award of the construction contract and construction of the **Phase 1 Improvements**. The City anticipates that the **Project** will be substantially completed and open to traffic by **June 30, 2020**.

6. **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 **Section 4** of this Agreement if actual construction of the **Phase 1 Improvements** does not commence by **March 31, 2019**, unless an extension is agreed to in writing by both Parties prior to March 20, 2019. This Section shall survive the termination of this Agreement.

7. **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.

City of Lone Tree: City of Lone Tree  
9220 Kimmer Drive, Suite 100  
Lone Tree, Colorado 80124  
Attention: Seth Hoffman, City Manager  
[Seth.hoffman@cityoflonetree.com](mailto:Seth.hoffman@cityoflonetree.com)

Douglas County: Douglas County  
100 Third Street  
Castle Rock, Colorado 80104  
Attention: Douglas J. DeBord, County Manager  
[DDebord@douglas.co.us](mailto:DDebord@douglas.co.us)

With an electronic copy sent to [attorney@douglas.co.us](mailto:attorney@douglas.co.us)

8. **Appropriation.** Pursuant to section 29-1-110, C.R.S., any financial obligations of the City and the County contained herein that are payable after the current

fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available on an annual basis.

9. **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.

10. **Colorado Law.** The laws of the State of Colorado shall govern this Agreement. 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.

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

12. **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.

13. **No Waiver of Governmental Immunity Act.** The Parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, and the City, its council members, 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, sections 24-10-101 to 120, C.R.S., or otherwise available to the County and the City.

14. **Entirety.** This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties hereto relating to the subject matter hereof and constitutes the entire agreement between the Parties concerning the subject matter hereof.

[signature page follows]

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

CITY OF LONE TREE, COLORADO

Jacqueline Millet, Mayor

ATTEST:

APPROVED AS TO FORM:

Jay Robb  
City Clerk

Assistant City Attorney

BOARD OF COUNTY COMMISSIONERS  
OF DOUGLAS COUNTY

DocuSigned by:  
*Lora L. Thomas* 9/11/2018



Lora L Thomas, Chair

ATTEST:

APPROVED AS TO CONTENT:

DocuSigned by:  
*Emily Wrenn* 9/11/2018

Emily Wrenn,  
Clerk to the Board

DocuSigned by:  
*Doug DeBord* 9/7/2018

Douglas J. DeBord,  
County Manager

APPROVED AS TO FORM:

APPROVED AS TO FISCAL CONTENT:

DocuSigned by:  
*Chris Pratt* 9/5/2018

Chris Pratt,  
Assistant County Attorney

DocuSigned by:  
*Andrew Copland* 9/5/2018

Andrew Copland,  
Director of Finance

**INSERT**  
**EXHIBIT A**  
**The Project**



## **EXHIBIT A**

**(Page 1 of 2)**

The proposed RidgeGate Parkway Widening Project associated with this Intergovernmental Agreement will be constructed in two phases. The western most boundary of the proposed improvements is South Havana Street and the eastern most boundary of the proposed improvements is the City of Lone Tree boundary that is located east of Badger Gulch. These limits are depicted in **Exhibit A** on **Page 2 of 2**.

**Phase 1** improvements will consist of the following improvements: constructing a 3-lane pre-stressed concrete u-girder bridge spanning Happy Canyon Creek located to the north of the existing bridge, constructing a 3-lane pre-stressed concrete u-girder bridge spanning Badger Gulch located approximately 400-feet south of the existing bridge, completing the earthwork associated with these two bridges and building a portion of new roadway, installing curb & gutter, asphalt pavement, storm sewer, constructing an MSE retaining wall, installing 8-foot detached sidewalk, and two water quality ponds. The roadway improvements associated with Phase 1 will occur on both sides of and adjacent to the Happy Canyon Creek bridge.

**Phase 2** improvements will consist of the following improvements: completing the earthwork associated with building the remainder of the roadway within the project limits, adding curb & gutter, asphalt pavement, storm sewer, 8-foot detached sidewalk, 12-foot wide cycle track, making traffic signal adjustments and installing conduit/fiber for future traffic signals, installing street and pedestrian luminaires and associated wiring, installing conduit for future fiber needs for both the City of Lone Tree and Rampart Range Metropolitan District, building three additional water quality ponds, installing sanitary sewer and water main crossings at specific locations in order to accommodate future land uses.

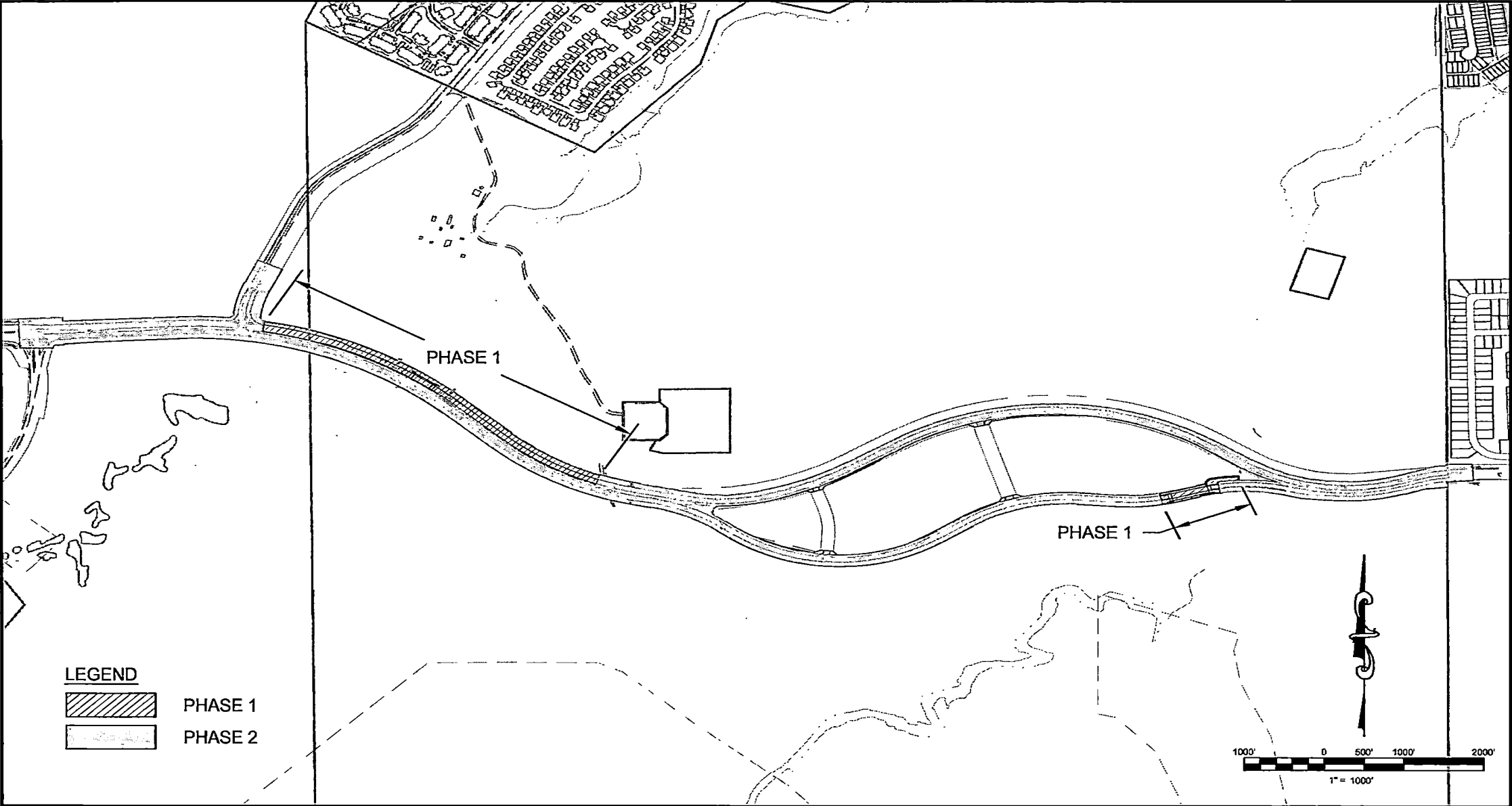


EXHIBIT A

(PAGE 2 OF 2)

JOB NO: 65119564  
DATE: 7/16/2018

RIDGEGATE PARKWAY WIDENING PROJECT

