

**CITY OF WHEAT RIDGE, COLORADO**  
**RESOLUTION NO. 49**  
**Series of 2019**

**TITLE: RESOLUTION NO. 49-2019 - A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF MOUNTAIN VIEW REGARDING STORMWATER DRAINAGE IMPROVEMENTS**

**WHEREAS**, Wheat Ridge and Mountain View are neighboring municipalities that share a common boundary line within certain public rights-of-way, including West 41<sup>st</sup> Avenue and Fenton Street; and

**WHEREAS**, the City of Mountain View has programmed various stormwater drainage improvements on West 41<sup>st</sup> Avenue and Fenton Street; and

**WHEREAS**, the City of Mountain View has agreed to cover the cost of the improvements; and

**WHEREAS**, the City of Mountain View will oversee construction of those street improvements; and

**WHEREAS**, the City of Mountain View will maintain the stormwater drainage improvements.

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

**Section 1. Agreement Approved.**


The Intergovernmental Agreement with the City of Mountain View Regarding Stormwater Drainage Improvements is hereby approved and the Mayor and City Clerk are authorized and directed to execute the same.

**Section 2.** This Resolution shall be effective immediately upon adoption.

**DONE AND RESOLVED** this 9th day of September 2019.

  
\_\_\_\_\_  
Bud Starker, Mayor

ATTEST:

  
\_\_\_\_\_  
Janelle Shaver, City Clerk



## INTERGOVERNMENTAL AGREEMENT STORMWATER DRAINAGE IMPROVEMENTS

This Intergovernmental Agreement (the "Agreement") is made and entered into this 9<sup>th</sup> day of September, 2019 (the "Effective Date") by and between the Town of Mountain View, a Colorado home rule municipal corporation ("Mountain View") and the City of Wheat Ridge, a Colorado home rule municipal corporation ("Wheat Ridge") (each individually a "Party" and collectively the "Parties").

WHEREAS, C.R.S. § 29-1-203 authorizes the Parties to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide;

WHEREAS, the Parties own and operate individual stormwater drainage systems;

WHEREAS, Wheat Ridge owns and operates a regional stormwater drainage pipeline under Fenton Street, which could assist in the transportation of stormwater flow from tributary areas to the south of W. 41st Avenue and Eaton Street;

WHEREAS, the Parties recognize the significant benefit to their customers to cooperate in stormwater infrastructure;

WHEREAS, the Parties specifically recognize that the shared use of stormwater drainage avoids the unnecessary duplication of such infrastructure; and

WHEREAS, the Parties desire to enter into this Agreement to demonstrate a commitment to cooperate in the development of stormwater drainage improvements and to use the stormwater line owned by Wheat Ridge to transport stormwater flows captured south of W. 41<sup>st</sup> Avenue and Eaton Street.

NOW THEREFORE, the Parties, in and for the consideration of the performance of the mutual promises set forth herein, the receipt and adequacy of which is hereby acknowledged, for themselves and their successors, do hereby agree as follows:

1. Stormwater Drainage Improvements (the "Improvements"). The Parties agree that Mountain View shall be responsible for constructing and maintaining the Improvements at its sole cost. The Improvements will convey flows from tributary areas to the south of W. 41st Avenue. The Improvements are comprised of curb and gutter, 10' type R inlet, 24" RCP and a manhole that connects to the existing 60" RCP storm line in Fenton Street, all as more particularly set forth in **Exhibit A**.

2. Conditions of Construction. Mountain View agrees to obtain any required permits for construction of Improvements in Wheat Ridge rights-of-way prior to commencing construction and to provide Wheat Ridge with a detailed set of as-builts plans within thirty (30) days of completion of Improvements.

3. Term. This Agreement shall become effective on the Effective Date and shall remain in effect until the Improvements are complete and as-builts provided per Paragraph 2 above, unless terminated by the Parties. Thereafter, only Paragraph 1 shall remain in effect.

4. Assignment. This Agreement may not be assigned in whole or in part without written consent of the other Party.

4. Relationship of Parties. This Agreement does not and shall not be construed as creating a relationship of joint ventures or partners between the Parties.

5. Modification. This Agreement may be modified, amended, changed or terminated, in whole or in part, only by an agreement in writing duly authorized and executed by the Parties. No consent of any third party shall be required for the negotiation and execution of any such agreement.

6. Waiver. The waiver of a breach of any provision of this Agreement by either Party shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or another provision of this Agreement.

7. Integration. This Agreement contains the entire agreement between the Parties and no statement, promise, or inducement made by any Party or the agent of any Party that is not contained in this Agreement shall be valid or binding.

8. Severability. Invalidation of any of the provisions of this Agreement or of any paragraph, sentence, clause, phrase, or work herein, or the application thereof in any given circumstance, shall not affect the validity of any other provision of this Agreement.

9. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Jefferson County, Colorado.

10. Fax and Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Agreement. In addition, the parties agree to recognize signatures of this Agreement transmitted by telecopy or email as if they were original signatures.

11. Insurance; Negligence; No Waiver of Governmental Immunity. Each Party is responsible for its own negligent acts and omissions. The Parties, their directors, officers, agents and employees are relying upon and do not waive or abrogate, or intend to waive or abrogate by any provision of this Agreement, the monetary limitations or any other rights, immunities, or protections afforded by the Colorado Governmental Immunity Act, C.R.S § 24-10-101, *et seq.* as the same may be amended.

12. TABOR. Notwithstanding other provisions in this Agreement to the contrary, the Parties understand and acknowledge that they are subject to Article X, § 20 of the Colorado Constitution ("TABOR").

a. The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement.

b. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the Parties are expressly

dependent and conditioned upon the continuing availability of funds beyond the term of the Parties' current fiscal period ending upon the next succeeding December 31.

c. Financial obligations of the Parties payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with ordinances and resolutions of the responsible Party and other applicable law.


d. Failure of a Party to make appropriation of amounts required in any fiscal year, if not promptly cured, shall result in termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, effective as of the day and year first above written.


**CITY OF WHEAT RIDGE**

  
\_\_\_\_\_  
Bud Starker, Mayor

ATTEST:

  
\_\_\_\_\_  
Janelle Shaver, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Gerald E. Dahl, City Attorney

**TOWN OF MOUNTAIN VIEW**

By: \_\_\_\_\_  
Glenn Levy, Mayor

ATTEST:

\_\_\_\_\_  
Sarah Albright, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Evin B. King, City Attorney

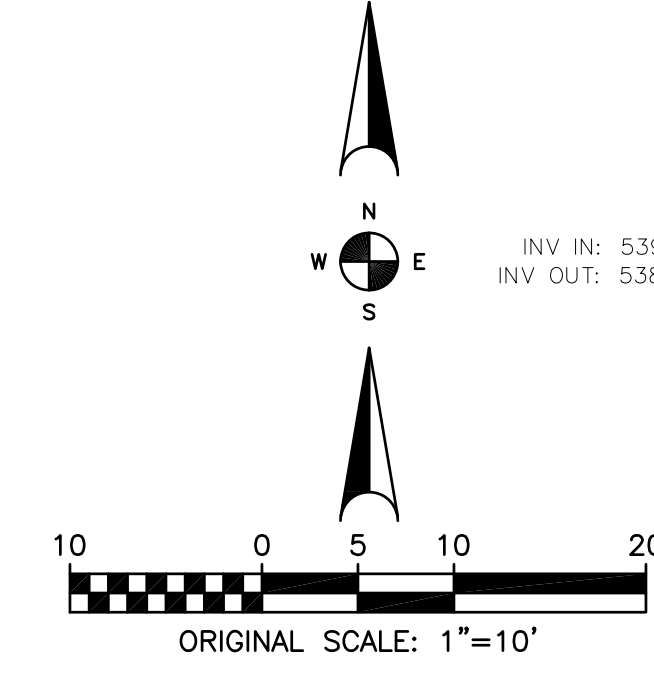
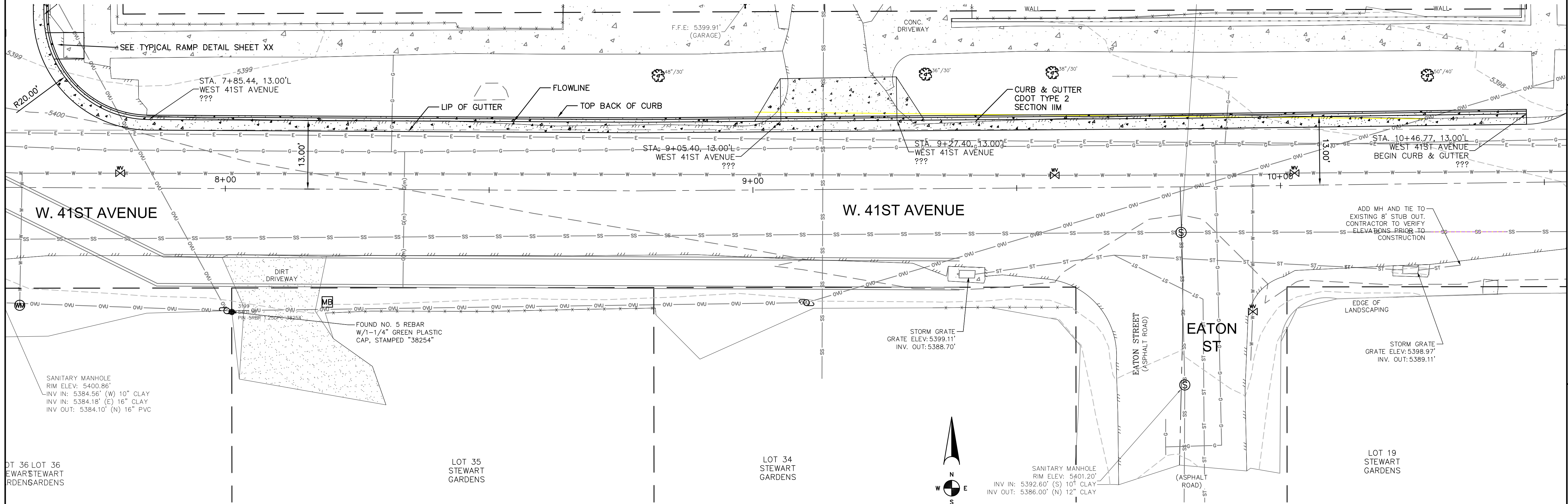
EXHIBIT A

Improvements Scope of Work

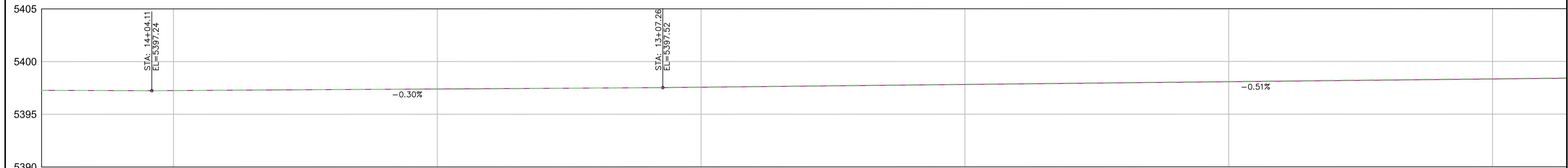
[Attached]

# EXHIBIT A

SEE SHEET 05



WEST 41ST AVENUE PLAN AND PROFILE  
 START STA: 9+75.00, END STA: 14+25.00  
 SCALE: (H) 1" = 10' (V) 1" = 5'



EG=5397.3 FG=5397.27	EG=5397.2 FG=5397.25	EG=5397.4 FG=5397.40	EG=5397.6 FG=5397.56	EG=5397.8 FG=5397.82	EG=5398.1 FG=5398.07	EG=5398.4 FG=5398.33
14+25	14+00	13+50	13+00	12+50	12+00	11+50

48 hours before you dig, CALL UTILITY NOTIFICATION CENTER OF COLORADO (UNCC) **811**  
 Call Electric, Gas, Water, Sewer, Cable, and Pipeline Locations  
 PO Box 1000, Golden, CO 80601  
**SCALE VERIFICATION**  
 BAR IS ONE INCH ON ORIGINAL DRAWING  
 IF NOT ONE INCH ON THIS SHEET SCALE ACCORDINGLY

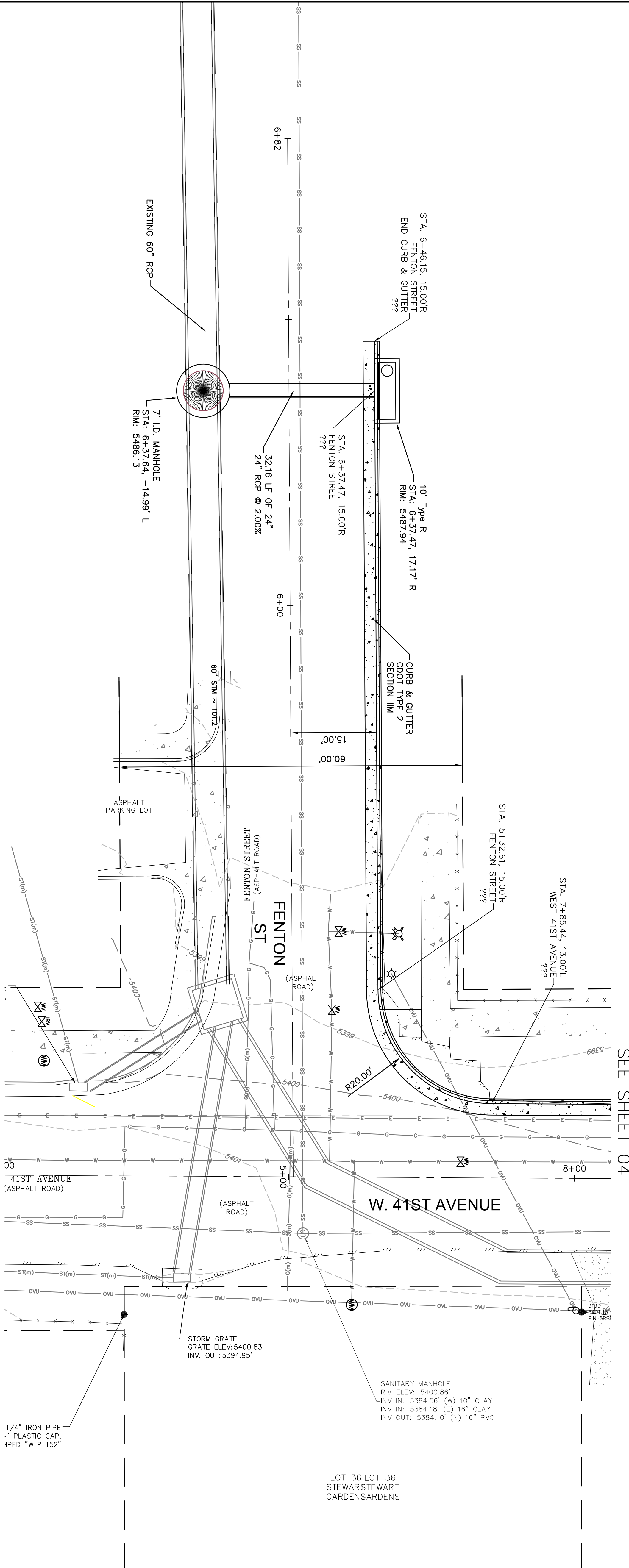
NO.	DATE	BY	DESCRIPTION
0	XX/XX/XXXX	PR	ISSUED FOR REVIEW

**RG AND ASSOCIATES, LLC**  
 4885 Ward Road, Suite 100 - Wheat Ridge, CO - 80033  
 303-293-8107 • 303-293-8106 (fax) • www.rgengineers.com

2019 W-41ST AVE. DRAINAGE IMPROVEMENTS  
 description  
**STORM WATER PLAN AND PROFILE**  
 prepared for  
**TOWN OF MOUNTAIN VIEW, JEFFERSON COUNTY, COLORADO**

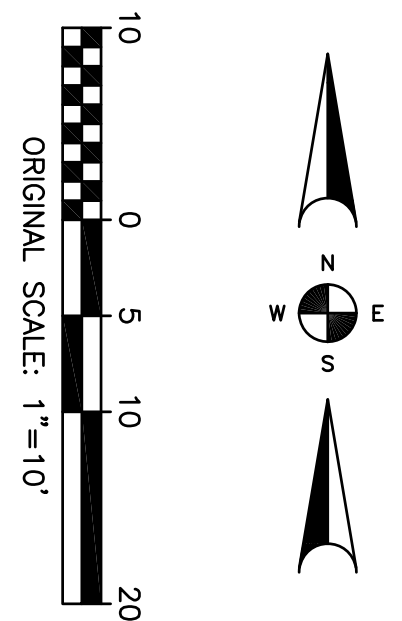
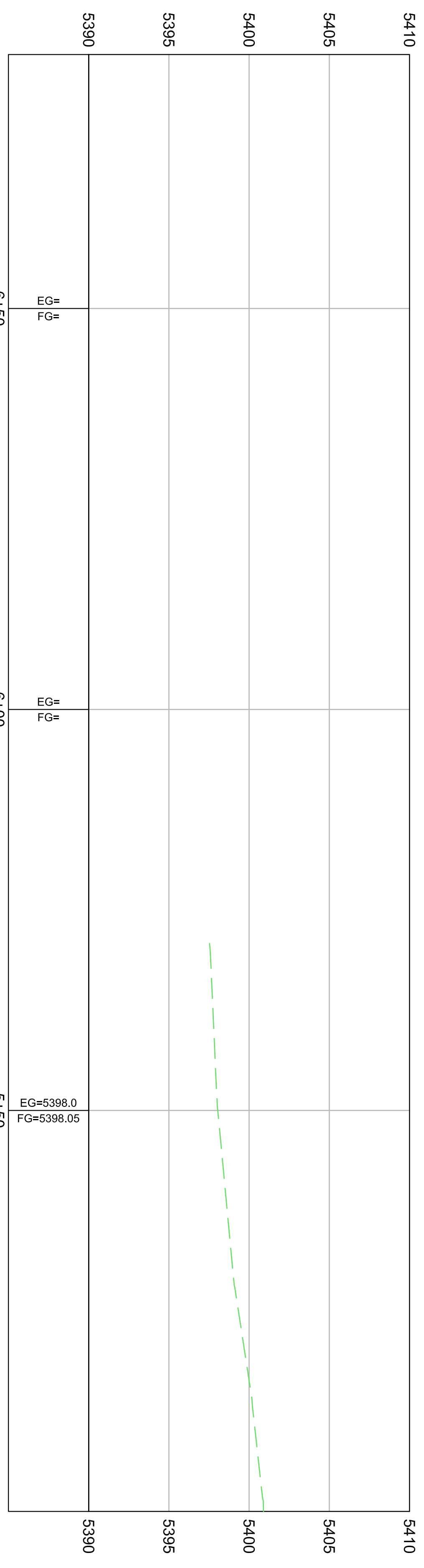
DRAWN BY:	DESIGNED BY:
TMC	JL
JOB NUMBER:	1104.0006
DATE:	DECEMBER 2018
SCALE:	1" = 10'
DRAWING NAME:	04
SHEET NO.:	04 of 6





SEE SHEET 04

FENTON STREET PLAN AND PROFILE  
 START STA: 5+00.00, END STA: 6+81.66  
 SCALE: (H) 1" = 10' (V) 1" = 5'



<b>2019 W. 41ST AVE. DRAINAGE IMPROVEMENTS</b> description <b>STORM WATER PLAN AND PROFILE</b>	
JOB NUMBER: <b>1104.0006</b>	DATE: <b>DECEMBER 2018</b>
DRAWN BY: <b>TMC</b>	DESIGNED BY: <b>JL</b>
prepared for <b>TOWN OF MOUNTAIN VIEW, JEFFERSON COUNTY, COLORADO</b>	
SCALE: <b>1" = 10'</b>	SHEET NO. <b>05</b> of <b>6</b>

**RG AND ASSOCIATES, LLC**  
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 303-293-8107 • 303-293-8106 (fax) • www.rgengineers.com

REVISIONS			
NO.	DESCRIPTION	DATE	BY
0	ISSUED FOR REVIEW	XX/XX/XXXX	PR

48 hours before you dig, CALL UTILITY NOTIFICATION CENTER OF COLORADO (UNCC)

**811**  
 Gas, Electric, Telephone, CATV, and  
 Pipeline Locations

SCALE VERIFICATION  
 BAR IS ONE INCH ON ORIGINAL DRAWING  
 IF NOT ONE INCH ON THIS SHEET  
 SCALE ACCORDINGLY