

PUBLIC IMPROVEMENT PROJECT DESIGNATION ADDENDUM NO. 6

MASTER
INTERGOVERNMENTAL AGREEMENT
BETWEEN PARK MEADOWS METROPOLITAN DISTRICT AND
CITY OF LONE TREE REGARDING PUBLIC IMPROVEMENTS

This Public Improvement Project Designation Addendum No. 6 authorizes the Parties to participate in partial funding of the Public Improvements described below pursuant to the terms hereof and the terms of the above-named Intergovernmental Agreement. The terms of this Public Improvement Project Designation Addendum No. 6 supplement the Intergovernmental Agreement.

1. PUBLIC IMPROVEMENTS. The Parties hereby agree to cooperate in the funding of the Public Improvements described below, which shall be undertaken and completed by Douglas County, Colorado:

- A. Traffic signal upgrades on County Line Road at Chester Street; and
- B. Signal improvements on Yosemite Street at the entrance to the Park Meadows Shopping Mall adjacent to Car Toys.

2. TIME FOR PERFORMANCE. The Parties acknowledge and agree that each of the District payments described below shall be made to the City within thirty (30) days following receipt by the District of a request for payment. The Parties acknowledge and agree that the above-described Public Improvements shall be substantially completed by November 15, 2018.

- A. A construction contract for the Public Improvements described in Section 1. A. (traffic signal upgrades on County Line Road at Chester Street) will be awarded on or before July 1, 2018.
- B. A construction contract for the Public Improvements described in Section 1. B. (signal improvements on Yosemite Street at the entrance to the Park Meadows Shopping Mall adjacent to Car Toys) will be awarded on or before October 1, 2018.

The City shall provide written notice to the District if a construction contract for any of the Public Improvements will not be awarded within the applicable timeframe as described above, and the Parties will use best efforts to amend this Addendum to conform it to the modified construction schedule. Any such amendment may be approved administratively by the City Manager and the District Manager. If it appears that the Public Improvements will not be undertaken at all, the Parties may terminate this Addendum with respect to such Public Improvements.

3. PROJECT MANAGEMENT. The City will be responsible for the design, preparation of bid packages, conduct of the bid process, and awarding the construction contracts

for the above-described Public Improvements. The City will obtain all required permits to construct all Public Improvements. The City will be responsible for managing construction of each Public Improvement. The District shall have no responsibility the management of the construction above-described Public Improvements.

4. MAINTENANCE OF PUBLIC IMPROVEMENTS. After final completion, the City shall maintain the Public Improvements described above. The District shall have no responsibility for any form of maintenance of the Public Improvements described above.

5. ALLOCATION OF FUNDING AND PAYMENT. The City and the District agree to allocate the funding of the above-described Public Improvements as follows:

- A. The contract price for the Public Improvements described in Section 1. A. (traffic signal upgrades on County Line Road at Chester Street) is anticipated to be Three Hundred Fifty Thousand Dollars (\$350,000).

The District's total contribution for the Public Improvements described in Section 1. A shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000).

The City shall contribute One Hundred Thousand Dollars (\$100,000) toward the Public Improvements described in Section 1.A.

If the contract price for the Public Improvements described in Section 1.A is less than \$350,000, the District and the City shall share in any cost underruns in the same proportion as their contributions (71% District/29% City) without further action or agreement of the parties. If the contract price is more than \$350,000 and the City determines, in its sole discretion to proceed with award of the contract, the City shall be responsible for contributing any additional amounts necessitated by such cost overrun.

- B. The contract price for the Public Improvements described in Section 1. B. (signal improvements on Yosemite Street at the entrance to the Park Meadows Shopping Mall adjacent to Car Toys) is anticipated to be Sixty Thousand Dollars (\$60,000).

The District's total contribution for the Public Improvements described in Section 1. B shall not exceed Thirty Thousand Dollars (\$30,000).

The City shall contribute Thirty Thousand Dollars (\$30,000) toward the Public Improvements described in Section 1.B.

If the contract price for the Public Improvements described in Section 1.B is less than \$60,000, the District and the City shall share equally in any cost underruns without further action or agreement of the parties. If the contract price is more than \$60,000 and the City determines, in its sole discretion

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to proceed with award of the contract, the City shall be responsible for contributing any additional amounts necessitated by such cost overrun.

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By the signature of their authorized representatives below, the Parties agree to the terms and conditions of this Public Improvement Project Designation Addendum No. 6.

CITY OF LONE TREE, COLORADO, a home rule municipal corporation of the State of Colorado

Date: 04-03-18


By: 
Jacqueline A. Millet, Mayor

ATTEST:

By: 
Tobi Basile, Acting City Clerk

PARK MEADOWS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

Date: 04-03-18

By: 
Greg Kelly, President

ATTEST:

By: 
Thomas Haming, Secretary