

**A RESOLUTION
OF THE CITY COUNCIL
OF THE CITY OF CHERRY HILLS VILLAGE
ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
CHERRY HILLS VILLAGE AND THE COUNTRY HOMES METROPOLITAN DISTRICT FOR
REIMBURSEMENT OF COSTS FOR THE CHERRYMOOR SOUTH SEWER TRUNK LINE
REHABILITATION PROJECT**

WHEREAS, C.R.S. Section 29-1-203 authorizes governments to cooperate or contract with one another to provide any function, service, or facility; and

WHEREAS, Section 13.6 of the Cherry Hills Village Home Rule Charter authorizes the City Council, by resolution or by ordinance, to enter into contracts or agreements with other governmental units or special districts for the use of buildings, equipment or facilities, and for furnishing or receiving commodities or services; and

WHEREAS, the City of Cherry Hills Village ("City") and the Country Homes Metropolitan District ("District") agree there is a public safety and welfare need to improve and rehabilitate the South Interceptor Trunk Line portion of its sewer system (the "Trunk Line"); and

WHEREAS, pursuant to the terms of an existing agreement with the District, as amended, the District is required to pay its *pro rata* share of the operation and maintenance costs of the Trunk Line, including repair and reconstruction costs; and

WHEREAS, the City Council has approved a construction contract to improve and rehabilitate the Trunk Line, identified as the 2020 Cherrymoor South Interceptor Rehabilitation (City Project No. 2020-003) (the "Project"), on the condition that the District enters into an intergovernmental agreement concerning the terms under which the District will pay the City for its share of the Project costs; and

WHEREAS, the City and the District agree that such intergovernmental cooperation creates efficiencies in operation, resources and cost, and thus furthers the public health, safety, and welfare of the residents of the City; and

WHEREAS, the City Council desires to enter into the attached Intergovernmental Agreement according to the terms and conditions set forth therein.

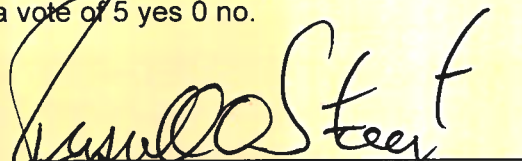
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHERRY HILLS VILLAGE, COLORADO THAT:

Section 1. The City Council accepts and approves the Intergovernmental Agreement with Country Homes Metropolitan District, in substantially the same form as set forth in Attachment A, attached hereto and incorporated herein by reference, subject to minor modifications and revisions approved by the City Manager and City Attorney that do not increase the City's financial obligations, and authorizes the Mayor to execute the same.

Section 2. This Resolution is effective upon adoption.

Introduced, passed and adopted at the
regular meeting of City Council this 18th day
of August, 2020, by a vote of 5 yes 0 no.


(SEAL)




Russell O. Stewart, Mayor

ATTEST:

APPROVED AS TO FORM:



Laura Gillespie, City Clerk



Kathie B. Guckenberger, City Attorney

**ATTACHMENT A:
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CHERRY HILLS VILLAGE
AND THE COUNTRY HOMES METRO DISTRICT DISTRICT FOR REIMBURSEMENT OF
COSTS FOR THE CHERRYMOOR SOUTH SEWER TRUNK LINE REHABILITATION
PROJECT**

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF CHERRY HILLS VILLAGE AND
THE COUNTRY HOMES METROPOLITAN DISTRICT
FOR REIMBURSEMENT OF COSTS
FOR THE CHERRYMOOR SOUTH SEWER TRUNK LINE
REHABILITATION PROJECT**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), made and entered into this 18th day of August, 2020 by and between the **CITY of CHERRY HILLS VILLAGE**, a home rule municipal corporation of the State of Colorado, hereinafter referred to as "Cherry Hills Village" or "City," and the **COUNTRY HOMES METROPOLITAN DISTRICT**, formerly known as Country Homes Sanitation District No. 1, a quasi-municipal corporation and political subdivision of the State of Colorado, hereinafter referred to as "District." Collectively, Cherry Hills Village and the District shall be referred to herein as the "Parties."

WHEREAS, the City and the District, as Colorado governmental entities, are empowered pursuant to Article XIV, §18 of the Colorado Constitution and C.R.S. §§ 29-1-201 *et seq.* to cooperate or contract via intergovernmental agreement to provide functions, services, or facilities authorized to each cooperating government; and

WHEREAS, the City is scheduled to commence work on rehabilitating the South Interceptor Trunk Line portion of its sewer system (the "Trunk Line") in 2020, pursuant to a construction contract for the 2020 Cherrymoor South Interceptor Rehabilitation (City Project No. 2020-003) (the "Project"); and

WHEREAS, the District connected to the Trunk Line pursuant to an October 27, 1970 agreement with the Cherrymoor South Water and Sanitation District ("Cherrymoor South"), as amended February 2, 1975 (the "Original Agreement"), which Original Agreement is attached and incorporated herein as **Exhibit A**; and

WHEREAS, pursuant to the Original Agreement, the sewage generated by District users is conveyed through the Trunk Line, and the District pays for its *pro rata* share of the operation and maintenance costs of the entire Cherrymoor South sanitary sewer system; and

WHEREAS, Cherrymoor South was dissolved in 2002, and the City assumed responsibility for operation of the Cherrymoor South sanitary sewer system and succeeded to Cherrymoor South's existing contractual obligations under the Original Agreement, thus allowing the City to seek payment from the District for operation and maintenance costs; and

WHEREAS, the Original Agreement requires the District to pay operation and maintenance costs to the City within three months; and

WHEREAS, the City and the District agree there is a public safety and welfare need to repair, reconstruct, and modernize the Trunk Line, which for purposes of this Agreement the Parties agree constitutes operation and maintenance costs as contemplated by the Original Agreement; and

WHEREAS, the timely completion of the Project will benefit the resident and taxpayers of both Parties; and

WHEREAS, the City Council of Cherry Hills Village has approved a construction contract to complete the Project, on the condition that the Parties enter into an intergovernmental agreement concerning the terms under which the District will pay the City for its share of the Project costs; and

WHEREAS, the Parties desire to enter into this Agreement to supplement the terms of the Original Agreement to establish the District's obligation to pay its *pro rata* share of the costs for the Projects in two installments.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. **PURPOSE.** The purpose of this Agreement is to: (1) memorialize the District's obligation to pay the City for the District's *pro rata* share of the Project costs; and (2) establish the terms and conditions under which the District's share of the Project costs shall be repaid to the City.
2. **EFFECTIVE DATE; TERM.** This Agreement shall commence on the date of mutual execution of the Parties (the "Effective Date") and shall continue until the Parties have fulfilled their obligations as set forth herein, or unless otherwise terminated by mutual written agreement of the Parties. Notwithstanding anything herein to the contrary, the Parties understand and agree that all terms and conditions of this Agreement that may require continued performance or compliance beyond the termination date of this Agreement, including, without limitation, Section 5 of this Agreement, shall survive such termination date and shall be enforceable as provided herein in the event of a failure by a Party to perform or to comply under this Agreement.
3. **RESPONSIBILITY OF PARTIES.** The City has awarded the bid for the Project to the lowest qualified bidder ("Contractor") to complete the Project. The Parties agree that the City shall be responsible for managing the Project, including supervising and reviewing the work of the Contractor, overseeing any required testing and inspection, and acquiring the necessary permits for completion of the Project. The City's Representative shall communicate with the District's Representative concerning the Project and the District's Representative shall respond timely to requests for Project input and approvals.
4. **TOTAL PROJECT COSTS.** The estimated total not-to-exceed cost of the Project is One Million Two Hundred Thirty-One Thousand Four Hundred Seventy-Seven Dollars and No Cents (\$1,231,477.00) ("Estimated Project Cost"). The Parties agree that the District shall pay the City for its share of the Estimated Project Cost, as well as its share of cost overruns

that exceed the Estimated Project Cost. The District's share of the Estimated Project Cost is estimated to be **Fifty-Two Thousand Seven Hundred Seventy-Seven Dollars and Fifty-Eight Cents (\$52,777.58)** ("District's Project Cost").

The District understands and acknowledges that Estimated Project Cost is an estimate based on the best available information and that actual construction costs may vary. If there are cost overruns associated with the Project, the District will pay the City its *pro rata* share of the cost overruns, which shall be calculated in the same proportion by which the District Project Costs were calculated ("Cost Overruns"). If there are cost savings associated with the Project, as determined upon completion of the Project and the City's acceptance of the Project, the City will refund to the District its *pro rata* share of the cost savings, which shall be calculated in the same proportion by which the District Project Costs were calculated ("Cost Savings"). Notwithstanding any other provision contained in this Agreement to the contrary, the District shall have no obligation to pay a *pro rata* share of Cost Overruns if the aggregate cumulative amount of the District's *pro rata* share of Cost Overruns exceeds ten percent (10%) of the District's Project Costs, without first having the opportunity to review and approve the amount of the Cost Overruns, which approval shall not be unreasonably withheld, conditioned or delayed.

5. DISTRICT PAYMENT IN TWO INSTALLMENTS; FINANCE FEE; LATE PAYMENT; DEFAULT.

- a. Installments. The District shall pay the District's Project Cost as follows:
 - i. Within thirty (30) calendar days of the Effective Date, the District shall remit **Thirty-Two Thousand Seven Hundred Seventy-Seven Dollars and Fifty-Eight Cents (\$32,777.58)** to the City.
 - ii. Within sixty (60) days of the City's acceptance of the Project, the City shall provide the District with an invoice for the second installment of the District's Project Cost in the amount of **Twenty Thousand Dollars and No Cents (\$20,000.00)**, as adjusted by Cost Overruns or Cost Savings, if any. The District shall pay the City the full amount of such invoice no later than **May 1, 2021**.
- b. Finance Fee. In recognition of the fact that the City will be making payments to the Contractor prior to receiving the full amount of the District Project Cost, the District agrees to pay the City a finance fee, which shall start accruing on January 1, 2021. The finance fee will be the same as the interest rate the City earns on its funds at the time of the District makes payment. Based on the interest rate the City currently earns, which is 0.56 percent, the finance fee is estimated to be \$12.17 per month.
- c. Late Payment. Any payment by the District that is made after the deadlines specified in this Section 5 shall be subject to a late payment penalty calculated at the rate of five percent (5%) per month or fraction thereof, and interest calculated at the rate of one percent (1%) per month or fraction thereof; provided, however, that if the District objects to or requests additional information regarding the accuracy or validity of any

requested payment, no such penalties or interest shall be imposed until the Parties have had an opportunity to confer and resolve the District's objections and /or request for additional information, as the case may be. The City can use any late payment penalties it receives pursuant to this Agreement for the Project or for any other authorized purpose.

- d. **Default.** If the District fails to pay the City all or part of the District Project Cost, as adjusted by Cost Overruns or Cost Savings, by December 31, 2021, or if the District fails to appropriate funds to fulfill its obligations under this Agreement, then the City, at its option and in the exercise of its sole discretion, has the following rights to enforce collection of the District Project Costs, along with any finance fee or late payment penalty then due and owing pursuant to this Agreement ("Fees and Penalties"):
 - i. Bill the users within the District directly for the District Project Costs and Fees and Penalties and exercise all avenues for payment and collection thereof, including imposing liens as provided by law;
 - ii. Exercise any other remedy available at law or in equity.

The District acknowledges and agrees that if the City undertakes any litigation or other proceeding to enforce collection of the District Project Costs and Fees and Penalties, the prevailing Party shall be entitled to recover the costs it incurs in connection with any such litigation or enforcement action including court costs and reasonable attorneys' fees.

6. PARTIES' REPRESENTATIVES.

A. **Cherry Hills Village Representative.** Cherry Hills Village hereby designates Jay Goldie (with an email address of jgoldie@cherryhillsvillage.com) as its representative to coordinate all communication with the District related to the Project, including issues arising under this Agreement.

B. **District Representative.** The District hereby designates Timothy J. Flynn (with an email address of tflynn@cccfirm.com) as its representative to coordinate all communication with the City related to the Project, including issues arising under this Agreement.

7. NOTICE. Any notice, demand or other communication required or permitted to be given hereunder, except as otherwise provided herein, shall be in writing and delivered personally or sent by overnight national courier service or by overnight or registered mail, postage prepaid, return receipt requested, addressed to the Party at the address that follows or as either Party may subsequently designate from time to time in writing. Notice shall be considered given when delivered or, if mailed by registered mail, on the third day after such notice is mailed.

To Cherry Hills Village:

Jay Goldie
Deputy City Manager/Director of Public Works
2450 E. Quincy Avenue
Cherry Hills Village, CO 80113

With a copy to:

Michow Cox and McAskin, LLP
6530 S Yosemite Street, Suite 200
Greenwood Village, CO 80111

To Country Homes:

Charles Kurtz, President
Country Homes Metropolitan District
31 Sunset Dr
Englewood, CO 80113

With a copy to:

Tim Flynn
Collins Cockrel & Cole
390 Union Boulevard, Suite 400
Denver, CO 80228

8. LIABILITY. Neither Party shall be deemed to assume any liability for intentional or negligent acts, errors, or omissions of the other Party, or any officer or employee thereof. Neither Party shall be deemed to be an agent for the other Party, and no agent, employee, or volunteer of any Party shall be deemed an agent, employee, or volunteer of the other Party under this Agreement. The Parties and their respective elected officials, directors, officials, 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 from time to time.

9. INSURANCE. Each Party shall insure themselves separately against liability, loss, and damages arising out of the operation of and performance under this Agreement. Notwithstanding the foregoing sentence, the City, however, shall cause the Contractor to obtain and maintain, at all times while the Project is being constructed and until acceptance thereof by the City, commercial general liability insurance in an amount not less than \$2 million and to name the District as an additional insured under the policy, which policy shall be primary to any liability insurance the District has in effect.

10. SUBJECT TO LOCAL LAWS; VENUE. Each and every term, provision, or condition herein is subject to and shall be construed in accordance with the provisions of Colorado law and the Home Rule Charter and Municipal Code of the City of Cherry Hills Village. Exclusive venue for any action arising hereunder shall be in the County of Arapahoe, Colorado.

11. ASSIGNMENT AND SUBCONTRACTING. The District shall not assign or subcontract with respect to any of the rights, benefits, obligations, or duties under this Agreement except upon express prior written consent and approval from the City.

12. NO THIRD-PARTY BENEFICIARY. It is expressly understood and agreed that 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 on such Agreement. It is the express intention of the Parties that any person other than the Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

13. STATUS OF PARTIES. It is understood and agreed by and between the Parties that the status of each of the Parties hereto shall be that of separate, independent governmental entities and it is not intended, nor shall it be construed, that either Party or any employer or subconsultant of such Party is an employee, officer, or agent of the other Party for purposes of unemployment compensation, workers' compensation, or for any purpose whatsoever.

14. EXAMINATION OF RECORDS. The District agrees that any duly authorized representative of the City shall have access to and the right to examine any directly pertinent books, documents, papers, and records of the District involving transactions related to the Project or this Agreement, until the expiration of three (3) years after the final payment under this Agreement.

15. SECTION HEADINGS. The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

16. SEVERABILITY. It is understood and agreed by the Parties that if any part, term, or provisions of this Agreement is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

17. AGREEMENT AS COMPLETE INTEGRATION – AMENDMENTS. This Agreement is intended as the complete integration of all understandings between the Parties, their successors and assigns. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent notation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendment executed by the Parties and signed by the signatories of the original Agreement. This Agreement and any amendments shall be binding upon the Parties, their successors and assigns.

18. LEGAL AUTHORITY.

A. Each Party assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate, and official motion, resolution, or action passed or taken, to enter into this Agreement.

B. The person or persons signing and executing this Agreement on behalf of each Party, do hereby warrant and guarantee that he/she or they have been fully authorized by the City or the District to execute this Agreement on behalf of the City or the District and to bind the City or the District validly and legally to all the terms, performances and provisions herein set forth.

19. COUNTERPARTS OF THIS AGREEMENT. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

20. RIGHTS AND REMEDIES NOT WAIVED. In no event shall any performance by one Party hereunder constitute or be construed to be a waiver by such Party of any breach of covenant or condition or any default which may then exist on the part of the other Party, and the rendering of any such performance when any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the non-breaching Party with respect to such breach or default, and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any succeeding or other breach.

21. ARTICLE X, SECTION 20 (TABOR). The Parties understand and acknowledge that the Parties are subject to Article X, Section 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. 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 for such party beyond the term of the Party's current fiscal period ending upon the next succeeding December 31. 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 the rules, regulations, and resolutions of the individual paying Party and other applicable law. Upon the failure to appropriate such funds, this Agreement shall terminate.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates noted below.

CITY OF CHERRY HILLS VILLAGE

By: _____

Russell O. Stewart, Mayor

Date

8/18/20

ATTEST:

Laura Gillespie
Laura Gillespie, City Clerk

APPROVED AS TO FORM:

Kathie B. Guckenberger
Kathie B. Guckenberger, City Attorney

COUNTRY HOMES METROPOLITAN DISTRICT

By: 
Charles H. Kurtz, President

7/24/20
Date

ATTEST:

Secretary


APPROVED AS TO FORM:

Timothy J. Flynn, District Counsel

EXHIBIT A

**Original Agreement between Country Homes Sanitation District No. 1 and
Cherrymoor South Water and Sanitation District, as amended**

Recorded at 1107 on 2 JUN 10 1974
Received No. 1428051 MARJORIE PAGE, Recorder

BOOK 2246 PAGE 300

AGREEMENT

THIS AGREEMENT, made this 27 day of October, 1972, by and among COUNTRY HOMES SANITATION DISTRICT NO. 1, Arapahoe County Colorado (hereinafter referred to as "Country Homes"), CHERRYMOOR SOUTH WATER AND SANITATION DISTRICT, Arapahoe County Colorado (hereinafter referred to as "Cherrymoor"), and the CITY OF ENGLEWOOD, Arapahoe County Colorado (hereinafter referred to as "City") each acting by and through their duly elected, qualified and authorized officers;

WITNESSETH THAT:

WHEREAS, Country Homes and Cherrymoor are quasi-municipal corporations organized and existing by virtue of the laws of the State of Colorado; and

WHEREAS, the City is a municipal corporation organized and existing under the virtue of the laws of the State of Colorado; and

WHEREAS, Country Homes and Cherrymoor have on the 27th day of October, 1970, entered into an Agreement whereby Country Homes' sewage is to be carried through Cherrymoor transmission mains through the Cherry Hills Country Club which Agreement is attached hereto as Exhibit A and incorporated herein; and

WHEREAS, Country Homes and Cherrymoor have each entered into contracts with the City for the processing of sewage from the Country Homes and Cherrymoor districts; and

WHEREAS, the parties hereto are desirous of formalizing the Agreements between the parties and presenting same for approval by the approving authority of the City;

IT IS THEREFORE, mutually agreed between the parties that:

1. Exhibit A is the formal Agreement entered into by Country Homes and Cherrymoor.
2. The approving authority of the City, having reviewed said Agreement, hereby approves that Agreement.

BOOK 2246 PAGE 301

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized officers to execute this Agreement the day and year first above written.

COUNTRY HOMES SANITATION DISTRICT
NO. 1

(S E A L)

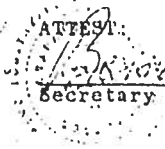
By: *Robert T. Manning*
- President

ATTEST:
Marlene S. Brewer
Secretary

CHERRYMOOR SOUTH WATER AND
SANITATION DISTRICT

(S E A L)

By: *Eugene A. Anderson*
President

ATTEST:
 *Robert T. Murray*
Secretary

CITY OF ENGLEWOOD

(S E A L)

By: *Walter E. Smith*
Mayor

ATTEST:
Kathleen G. ...
City Clerk

AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of October, 1970, by and between CHERRYMOOR SOUTH WATER AND SANITATION DISTRICT, a quasi-municipal corporation, first party, and COUNTRY HOMES SANITATION DISTRICT NO. 1, a quasi-municipal corporation, second party, each acting by and through their duly elected, qualified and authorized officers;

WITNESSETH THAT:

WHEREAS, first party has purchased from Cherry Hills Country Club, a Colorado corporation, its sanitary sewer system, consisting of lines, works, equipment, property, easements and rights of way, and

WHEREAS, second party is furnishing \$10,000 to first party as a part of the purchase price of said sanitary sewer system,

NOW, THEREFORE, in consideration of the payment of \$10,000 by second party to first party, and other good and valuable consideration, it is expressly agreed between the parties hereto as follows:

1. Out of the taps allotted to first party in its agreement with Cherry Hills Country Club, first party grants to second party the right to connect eighteen (18) residential taps to said system, the necessary main line from such eighteen (18) taps to connect with the Cherry Hills Country Club system to be installed at expense of second party, together with the right to run all effluent from said taps through the lines, works, easements and rights of way of first party. All subject to the terms of the Connector's Agreement

between second party and the City of Englewood, and the Contractor's Agreement between first party and the City of Englewood.

2. First party expressly agrees that it will pay to the City of Englewood, State of Colorado, the necessary funds to enlarge the sanitary sewer system within the city limits of the City of Englewood, to the size determined as necessary by the Utilities Department of said City of Englewood, all at no expense to second party, provided, however, that the sum payable to the City of Englewood shall not in any event exceed \$26,000.

3. Second party hereby agrees to pay for operation and maintenance for the entire sanitary sewer system of first party. Its share shall be in accordance with a formula determined by multiplying such operation and maintenance costs by three percent (3%). Said operation and maintenance charges will be billed to second party as they are incurred and second party shall make payment within three (3) months following such billing.

4. The parties hereby agree that second party shall be reimbursed that portion of the \$10,000 hereinabove mentioned at the rate of \$25 per tap for every tap sold outside the boundaries of the service area of first party. The amount to be reimbursed shall be determined at the sum of \$300 multiplied by the eighteen (18) residential taps to which second party is entitled and deducting this sum from said \$10,000.

IN WITNESS WHEREOF, the parties hereto, having been duly authorized by their respective Board of Directors, have hereunto set their hands and seals the day and year first above written.

Attest

Bernard T. Tierney
Secretary

Attest

William L. Brown
Secretary

CHERRYMOOR SOUTH WATER AND
SANITATION DISTRICT

By [Signature]
President

COUNTRY HOMES SANITATION
DISTRICT NO. 1

By [Signature]
President

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between COUNTRY HOMES SANITATION DISTRICT NO. 1, a quasi-municipal corporation (hereinafter called "Country Homes"), party of the first part, and CHERRYMOOR SOUTH WATER AND SANITATION DISTRICT, a quasi-municipal corporation (hereinafter called "Cherrymoor"), party of the second part, each District acting by and through its respective duly elected, qualified and authorized officers.

W I T N E S S E T H:

WHEREAS, the parties hereto entered into an agreement, dated October 27, 1970, which agreement related to the acquisition by Country Homes of residential taps of Cherrymoor, the payment by Country Homes to Cherrymoor for said taps, and for enlarging the sanitary sewer system within the City of Englewood, Colorado; and

WHEREAS, said sewer system was in fact enlarged by Cherrymoor paying to the City of Englewood the sum of \$56,000 and by Country Homes paying to Cherrymoor the sum of \$10,000; and

WHEREAS, the City of Englewood has received reimbursement from the federal government for expansion of the sewer lines in question and desires to reimburse Country Homes and Cherrymoor for the sums they paid for Englewood's sewer enlargement; and

WHEREAS, the parties hereto desire to work out an equitable arrangement for sharing the reimbursed monies, which total \$33,407.10 in amount.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. That the total amount to be refunded by the City of Englewood to Cherrymoor and Country Homes shall be divided as follows:

(a) Cherrymoor shall receive \$28,807.10 thereof; and

(b) Country Homes shall receive the balance of \$4,600.00.

2. Section 4 of the above mentioned Agreement between Country Homes and Cherrymoor dated October 27, 1970, hereby is deleted in its entirety; and Country Homes shall receive no reimbursement from Cherrymoor for taps sold by Cherrymoor outside its boundaries.

IN WITNESS WHEREOF, the parties hereto, having been duly authorized by their respective Board of Directors, have hereunto set their hands and seals this 2nd day of February, 1975.

COUNTRY HOMES SANITATION DISTRICT NO. 1

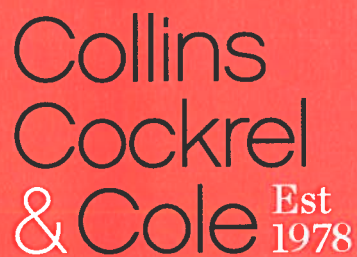
BY Carl Lappin
President

Shela B. Trueland
Secretary

CHERRYMOOR SOUTH WATER AND
SANITATION DISTRICT

BY James E. Anderson
President

W. W. L. L.
Secretary



SHAREHOLDERS
Paul R. Cockrel
James P. Collins
Robert G. Cole
Timothy J. Flynn
Evan D. Ela
Linda M. Glesne
David A. Greher
Kathryn G. Winn
Allison C. Ulmer
Matthew P. Ruhland

ASSOCIATES
Joseph W. Norris
Bart W. Miller
Ayshan E. Ibrahim

303.218.7198
tflynn@cccfirm.com

August 31, 2020

Jay Goldie
Deputy City Manager/Director Public Works
City of Cherry Hills Village
2450 E. Quincy Avenue
Cherry Hills Village, Colorado 80113

Re: Country Homes Metropolitan District
Intergovernmental Agreement for Reimbursement of Costs

Dear Jay:

Enclosed please find a fully-executed Intergovernmental Agreement between the City of Cherry Hills Village and the Country Homes Metro District for reimbursement of the costs for the Cherrymoor South Sewer Trunk Line Rehabilitation Project.

Sorry I forgot to sign the Agreement originally.

I will let the District know that they need to get a check issued and payable to the City no later than September 17th, in the amount of \$32,777.58.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Tim Flynn'.

Timothy J. Flynn

TJF/ckr

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