

INTERGOVERNMENTAL AGREEMENT
between
THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS
and
THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ELBERT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made this 26 day of Feb 2013, between the Board of County Commissioners of the County of Douglas ("Douglas County") and the Board of County Commissioners of the County of Elbert ("Elbert County").

RECITALS

WHEREAS, pursuant to Colorado Constitution Article XIV, § 18(2)(a), and C.R.S. § 29-1-202, Colorado local governments may cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, this Agreement shall apply to the public roads described in Exhibits A and B hereto (the "Affected Public Roads") (Exhibit B is a map; in the case of an inconsistency between Exhibit A and Exhibit B, Exhibit A controls); and

WHEREAS, some of the Affected Public Roads are public roads in fee simple by deed, dedication, or plat; and some are public roads by prescriptive right-of-way; and

WHEREAS, portions of the Affected Public Roads straddle the boundary between Douglas County and Elbert County, and portions of the Affected Public Roads are located entirely in one of the two Counties; and

WHEREAS, for public safety, private driveways and public and private road access onto the Affected Public Road must have safe access and stopping sight distances; and

WHEREAS, for public safety and operations, the Affected Public Roads must in some cases have turn lanes, acceleration lanes, or traffic signals; and

WHEREAS, actions with respect to the Affected Public Roads by either County affect the safety of all members of the public using the Affected Public Roads; and

WHEREAS, public safety is enhanced if the line of sight, turn lane, and acceleration lane standards for driveways and public and private road access onto the Affected Public Roads are consistent on all of the Affected Public Roads, regardless of whether the driveway, public road access, or private road access is located in Douglas County or Elbert County; and

WHEREAS, this Agreement is in the interest of the health and safety of the residents of both Douglas County and Elbert County;

NOW, THEREFORE, Douglas County and Elbert County stipulate, covenant, and agree as follows:

AGREEMENT

1. The Parties shall maintain the following sections of the Affected Public Roads:
 - a) Douglas County shall maintain Delbert Road (also known as DC # 103) from the north county line of Douglas County and Elbert County, south to (and including) the intersection with East Parker Road (also known as DC # 8). See Section 1-A on the attached map.
 - b) Elbert County shall maintain Delbert Road from the intersection with East Parker Road, south to (and including) the intersection with Singing Hills Road (also known as DC # 24 and EC # 166). See Section 1-B on the attached map.
 - c) Douglas County shall maintain Delbert Road from Hilltop Road (DC#71)/EC #158 south about 1/2 mile to where it curves west and turns into Daley Circle in Douglas County. See Section 2 on the attached map.
 - d) Elbert County shall maintain Stagecoach Trail from Bearcreek Drive in DC /Stagecoach Trail in EC, running south to Ponderosa Lane in DC & EC. See Section 3 on the attached map
 - e) Douglas County shall maintain Delbert Road from Grant Ave. (DC#30/EC#146) – running north past Huckleberry. See Section 4 on the attached map.
 - f) Elbert County shall maintain Delbert Road/EC#1 from, and including, the intersection with Smith Road (also known as DC # 80 and EC # 86), south to the El Paso County line.
2. In this Agreement, "maintenance" includes, but is not limited to, snow removal, pothole repair, graveling, roadside ditch and drainage improvements and repair, mowing, weed control, chip seals, asphalt overlays, and signage and striping.
3. Each County shall perform reasonable maintenance on the sections of the Affected Public Roads for which it is responsible under this Agreement.
4. Each County shall issue driveway access permits, and public/private road access permits, for all of the sections of the Affected Public Roads located within the respective County.
5. The following shall apply with respect to access permits:

- (a) The Issuing County shall send a written request for consultation to the Referral County with respect to each application for which the Issuing County has jurisdiction and authority. The referral County shall respond with either comments/concerns or recommendation for approval of the application. Referral comments or written concurrence should be sent within five (5) working days from the date the referral was received with respect to individual driveway access permits, and 15 working days after it receives the consultation request with respect to commercial driveway access permits, multiple individual driveway access permits, and public/private road access permits.
- (b) All comments/concerns must be addressed by the applicant prior to the issuing County approving the access permit, and prior to Building Permit issuance. The jurisdiction responsible for the maintenance of the Affected Public Road shall have the authority to decide disputes concerning design and construction issues or standards.
- (c) The issuing County will ensure that the Referral County's comments are adequately addressed by the permit holder prior to final acceptance of the work in the R.O.W. through approval of the final inspection.
- (d) The materials and quality of construction on all driveway accesses and public/private road accesses must strictly comply with the permit and engineering drawings approved by the Issuing County, after consultation with the referral County. No acceptance letter for a driveway access or public/private road access shall be effective unless it has been signed by both the issuing County and the Referral County.

6. For the purpose of this Agreement, the terms "Driveway Permit" and "Access Permit" when referring to residential or Ag driveways on either side of the Affected Public Roads, shall mean only that part of the driveway/access located between the fenceline/right-of-way line and the asphalt or gravel driving surface of the Affected Public Road.

7. If an access onto the Affected Public Road is not constructed per the requirements of the Access Permit/Driveway Permit, each County reserves the right to physically remove said access/driveway between the fenceline and the Affected Public Road.

8. Douglas County shall issue all Right-Of-Way Use and Construction permits on both sides of all of the Affected Public Roads.

9. In issuing Right-Of-Way Use and Construction permits for the Affected Public Roads, the Douglas County Engineering Permits, Inspections, and Utilities Division shall make a referral to Elbert County. Douglas County will work cooperatively with Elbert County in reviewing and, if appropriate, approving applications for Right-Of-Way Use Construction permits for the Affected Public Roads; inspecting work performed under such permits; and

granting, if appropriate, final acceptance of work performed under such permits. Depending on the complexity and extent of the proposed project, whenever reasonably possible, referral comments or recommendation for approval shall be sent to Douglas County within five (5) working days from the date the referral was received by Elbert County. A five (5) working day extension may be requested in writing or by fax.

10. Where a new development is proposed anywhere along the Affected Public Roads, the County in which the proposed development is located, shall:

- a) Review and send the other County a referral on the proposed location of all public roads, private roads, commercial driveways, Ag and residential driveways onto the Affected Public Roads;
- b) After receiving the referral from the other County, if appropriate, approve access onto the Affected Public Roads; and
- c) Using the more restrictive criteria of both Counties for all access onto the Affected Public Roads, review the engineering drawings; inspect the access; and issue, if appropriate, final acceptance of the access work.

11. The Issuing County shall base its decision whether to issue an access permit on the following: The Colorado Department of Transportation Access and Design Standards, as amended; the Douglas County Roadway Design and Construction Standards, as amended; the traffic report for the development project, projected traffic volumes for the Affected Public Road exclusive of the anticipated traffic from the development project; access sight-distance criteria, and other safety considerations dictated by sound engineering practice.

12. In making access determinations for proposed new developments along the Affected Public Roads, both Counties shall work cooperatively in reviewing and approving, if appropriate, access applications for proposed new developments onto the Affected Public Roads, and in inspecting and granting, if appropriate, final acceptance of all work performed with respect to new development access onto Affected Public Roads.

13. Waiver. If the Referral County does not send referral comments to the Issuing County within the time frames set forth herein, listed in Section 5 above, the Referral County waives its right to make referral comments.

14. Term of Agreement. This Agreement shall be effective commencing on MARCH 4, 2013 and shall continue in full force and effect for a period of five (5) years, to and including MARCH 4, 2018. Unless written notice is otherwise given, this Agreement shall automatically renew for a subsequent 5 year term. This Agreement may be extended beyond its second term provided that such extension or revision is in writing and has been signed by both Douglas County and Elbert County.

15. Entire Agreement. This Agreement constitutes the entire agreement between Douglas County and Elbert County with respect to the matters addressed in the Agreement. Any prior agreements, promises, negotiations, representations, or understandings not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both Counties.

16. Binding Agreement. This Agreement shall inure to and by binding on successors and assigns of Douglas County and Elbert County

17. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

18. Controlling Law. This Agreement shall be governed by and construed in accordance with the law of the State of Colorado. Exclusive venue shall lie in the Douglas County District Court.

19. Referral Notices. Except as otherwise provided herein, all notices required to be given under this Agreement shall be in writing and shall be hand delivered or sent by first class mail postage pre-paid, to the following addresses:

Douglas County

Driveway Permit Referrals:

Building Inspection Supervisor
Engineering Services
100 Third St.
Castle Rock, Colo. 80104

cc: Douglas County Attorney
100 Third St.
Castle Rock, Colo. 80104

Right-Of-Way Use and Construction Permit Referrals:

Engineering Permits, Inspection, & Utilities Mgr.
Engineering Services
100 Third St.
Castle Rock, Colo. 80104

cc: Douglas County Attorney
100 Third St.
Castle Rock, Colo. 80104

New Development Making Access Onto the Affected Public Roads Referrals:

Development Review Manager – Engineering Services
100 Third St.
Castle Rock, Colo. 80104

cc: Douglas County Attorney
100 Third St.
Castle Rock, Colo. 80104

Elbert County

Driveway Permit Referrals:

Road & Bridge Superintendent
218 Cheyenne St.
P.O. Box 116
Kiowa Colo. 80117

Right-Of-Way Use & Construction Permit Referrals:

Road & Bridge Superintendent
218 Cheyenne St.
P.O. Box 116
Kiowa Colo. 80117

New Development Making Access Onto the Affected Public Roads Referrals:

Road & Bridge Superintendent
218 Cheyenne St.
P.O. Box 116
Kiowa Colo. 80117

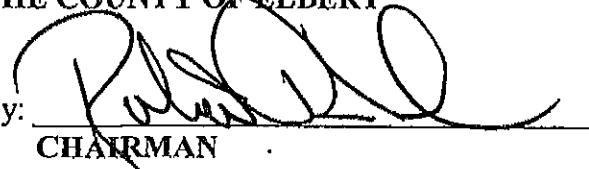
20. Legal Notices.

Douglas County: Douglas County Engineering Services
100 Third Street
Castle Rock, Colo. 80104

cc: Douglas County Attorney
100 Third St.
Castle Rock, Colo. 80104

Elbert County: Road & Bridge Superintendent
218 Cheyenne St.
P.O. Box 116
Kiowa Colo. 80117

**THE BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF ELBERT**

By: 

CHAIRMAN

ATTEST:



Deputy Clerk

Date 3-4-13



APPROVED AS TO FISCAL CONTENT:

Stan E. W. Pomer
Director of Finance

APPROVED AS TO LEGAL FORM:

Alay B. B.
County Attorney

Date: 3/4/13

Date: 3-4-13

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

By: Jill E. Repella
Jill E. Repella, Chair

ATTEST:

Melissa A. Pellemer Deputy Clerk



APPROVED AS TO CONTENT:

By: Douglas J. Debord
Douglas J. Debord, County Manager

DATE: 2.20.13

APPROVED AS TO FISCAL CONTENT:

Andrew Copland
Andrew Copland
Director of Finance

Date: 2/20/13

APPROVED AS TO LEGAL FORM:

Nick Pijoan
Nick Pijoan
Senior Assistant County Attorney

Date: 2-19-13

EXHIBIT A

ELBERT COUNTY / DOUGLAS COUNTY ROADS

1-A) DELBERT ROAD –

From North County Line – running south to East Parker Road

(In DC, this part of Delbert Rd. runs mostly along the east line of Sec. 4, 9, & 16, in Township 6 South. In EC, this part of Delbert Rd. runs mostly along the west line of Sec. 3, 10, & 15, in Township 7 South,

Currently, Douglas County maintains Delbert Road from the North County Line south to East Parker Road

1-B) DELBERT ROAD –

From East Parker Road - running south to Singing Hills Rd./EC#166

(In DC, this part of Delbert Rd. runs mostly along the east line of Sec. 21, 28, & 33, in Township 6 South, and Sec. 4, in Township 7 South. In EC, this part of Delbert Rd. runs mostly along the west line of Sec. 22, 27, & 34 in Township 6 South, and Sec. 3 in Township 7 South)

Currently Elbert County maintains Delbert Road from East Parker Road south to Singing Hills Rd.(DC#24)/EC#166.

2) DELBERT ROAD –

From Hilltop Rd. (DC#71/EC 158) – running south $\frac{1}{2}$ mile then curving west and turns into Daley Circle which goes west to Flintwood Rd.

(In DC, this part of Delbert Rd.. runs along the east line of the northeast $\frac{1}{4}$ of Sec. 21 in T-7-S. In EC this part of Delbert Rd. runs along the west line of the northwest $\frac{1}{4}$ of Sec. 22, T-7-S)

Currently Douglas County maintains this part of Delbert Road.

3) STAGECOACH TRAIL -

From Bearcreek Drive in DC/Stagecoach Trail in EC – running south to Ponderosa Lane in DC & EC.

(In DC, this part of Stagecoach Tr. runs along the **east** line of the southeast $\frac{1}{4}$ of Sec. 28, T-7-S. In EC this part of Stagecoach Tr. runs along the **west** line of the southeast $\frac{1}{4}$ of 27 Sec. 27, T-7-S)

This road appears to lie totally within Elbert County. Currently Elbert County maintains this road.

4) DELBERT ROAD -

From Grant Ave. (DC#30/EC#146) – running north past Huckleberry

(In DC, this part of Delbert Rd. runs along the **east** line of the southeast $\frac{1}{4}$ of Sec. 33, T-7-S. In EC this part of Delbert Rd. runs along the **west** line of the southwest $\frac{1}{4}$ of Sec. 34, T-7-S)

Currently Douglas County maintains this part of Delbert Rd.

5) DELBERT ROAD / EC #1 –

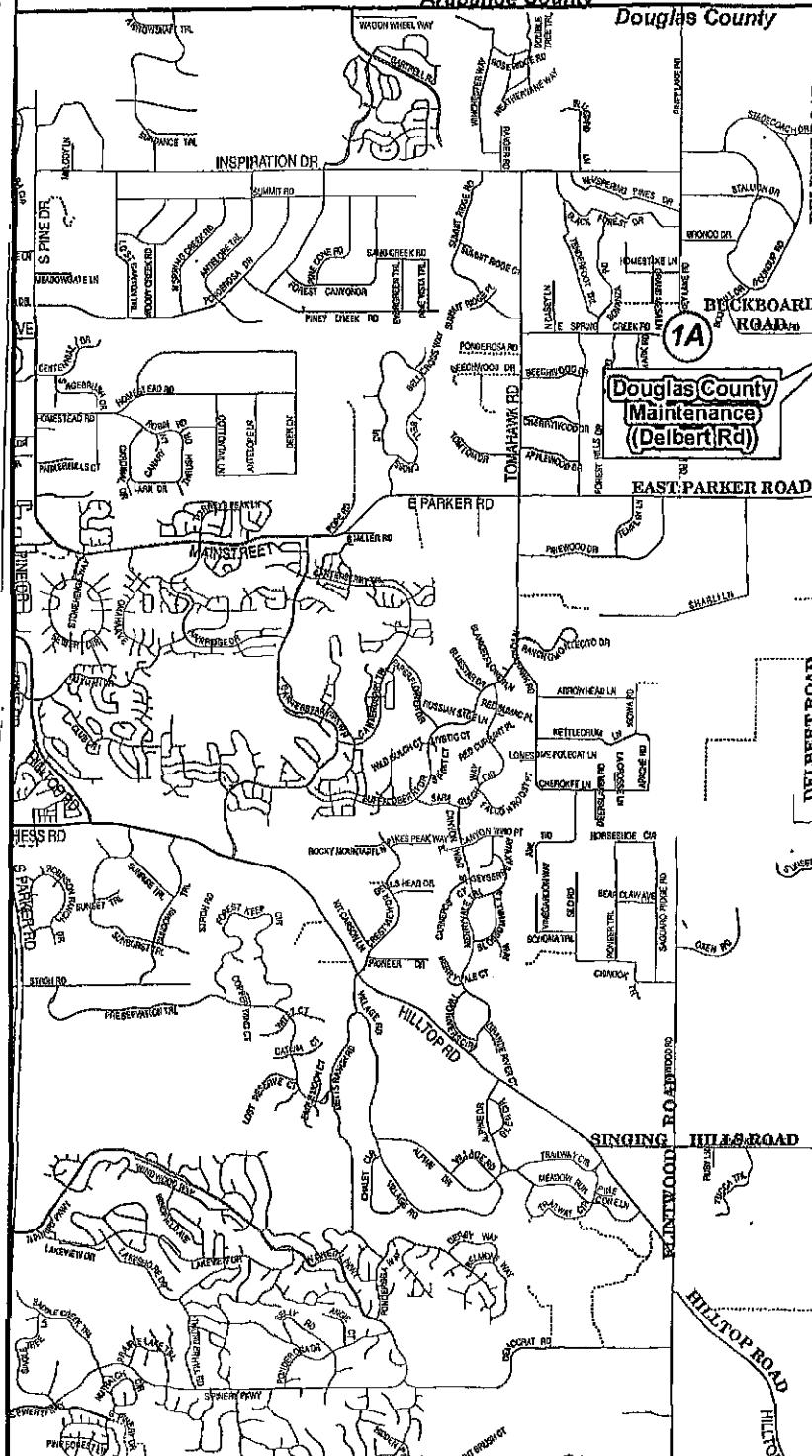
From Smith Road (DC#80)(EC#86) – running south to the El Paso County line.

(In DC this part of Delbert Rd. runs along the **east** line of Sec. 21, 28, & 33, T-10-S. In EC this part of Delbert Rd. runs along the **west** line of Sec. 22, 27, & 34, T-10-S)

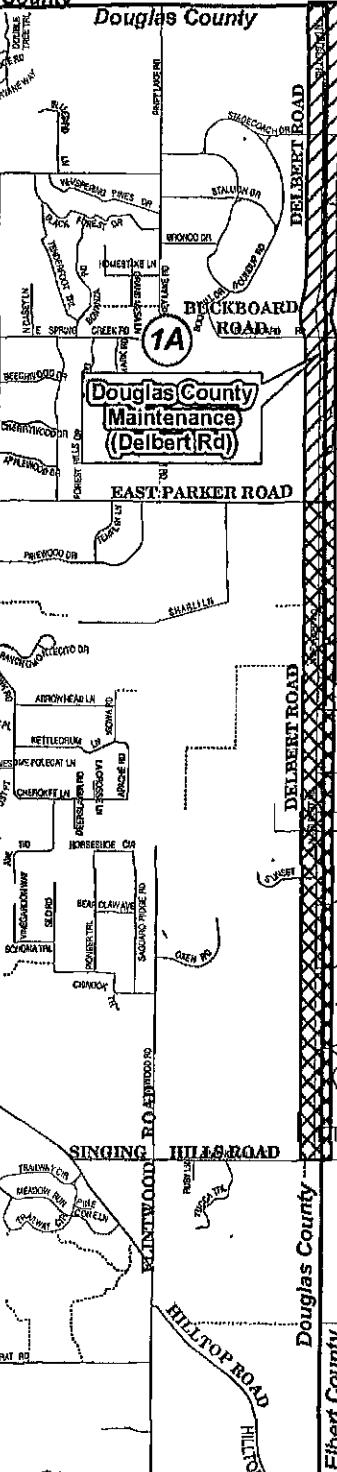
Currently, Elbert County maintains this part of Delbert Road.

The Affected Public Roads are also depicted on the map, Exhibit B to the Agreement.

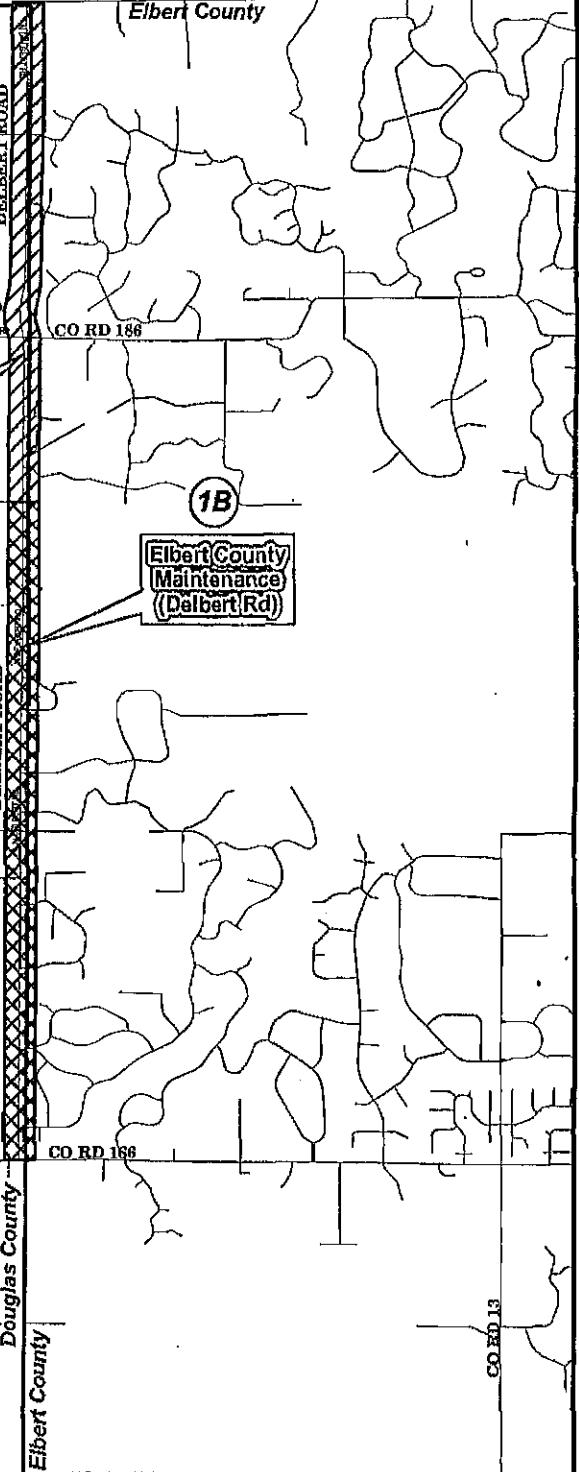
Arapahoe County



Douglas County



Elbert County



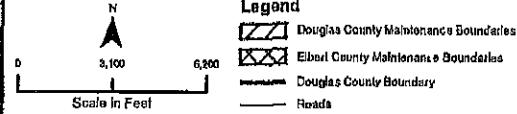
Intergovernmental Agreement Between Douglas and Elbert Counties

DISCLAIMER:
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Douglas County GIS Division
Philip S. Miller Bldg., 100 Third St.,
Castle Rock, Colorado 80431



Scale in Feet

DOUGLAS COUNTY
COLORADO

