

**2022 INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE TOWN OF MORRISON, COLORADO AND  
THE CITY OF LAKEWOOD, COLORADO  
REGARDING THE ROONEY VALLEY**

THIS 2022 INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MORRISON, COLORADO AND THE CITY OF LAKEWOOD, COLORADO REGARDING THE ROONEY VALLEY (the “**Agreement**”) is entered into as of the \_\_\_ day of \_\_\_\_\_, 2022 (the “**Effective Date**”) by and between the City of Lakewood, a home rule city of the state of Colorado, the address for which is 480 S. Allison Parkway, Lakewood, Colorado 80226, sometimes hereinafter referred to as the “**City**,” and the Town of Morrison, a home rule town of the state of Colorado, the address for which is 321 Highway 8, Morrison, Colorado 80465, sometimes hereinafter referred to as the “**Town**,” and together referred to as the “**Parties**.”

**RECITALS**

**I. Whereas**, commencing in May 2000, the Parties entered into a series of intergovernmental agreements for the purpose of planning and regulating the development of property located within the Rooney Valley, which generally lies between the City and the Town, and which is described and depicted in **Exhibit A** to this Agreement; and

**II. Whereas**, the Parties most recently entered into that certain Intergovernmental Agreement Between the Town of Morrison, Colorado and the City of Lakewood, Colorado Regarding the Rooney Valley, on April 25, 2016 (the “**2016 IGA**”), which expressly replaced and superseded the Parties’ prior intergovernmental agreement regarding the Rooney Valley dated May 5, 2000; and

**III. Whereas**, the purpose of the 2016 IGA was to provide for coordinated development within the Rooney Valley and to address the provision of water and sewer service to new development within the Rooney Valley; and

**IV. Whereas**, development of the Rooney Valley has continued and the objectives of the 2016 IGA have been achieved, such that the need for coordination between the City and the Town has narrowed to addressing the provision of water and sewer service to remaining undeveloped portions of the Rooney Valley; and

**V. Whereas**, the City and the Town wish to supersede and replace the 2016 IGA to provide for greater certainty in the provision of water and sewer service to identified properties within the Rooney Valley, and to eliminate the potential for disputes between the Parties with respect to such service; and

**VI. Whereas**, the City and the Town have authority to enter into this Agreement under Colorado Constitution Article XIV, Section 18(2), CRS § 29-1-201, *et seq.*, and CRS § 29-20-105.

**NOW, THEREFORE**, in recognition of the Recitals set forth above, and in consideration of the mutual covenants contained herein, the Parties agree as follows:

**AGREEMENT**

**Section 1. 2016 IGA Superseded and Replaced.**

The 2016 IGA is hereby superseded and replaced in its entirety by this Agreement.

**Section 2. Water and Sewer Service.**

**A. Scope of Town’s Authority to Provide Water & Sewer Service**

(i) Water and sewer service may be provided by the Town, either directly or in coordination with a district formed in accordance with C.R.S. § 32-4-401, *et seq.*, or § 32-4-501, *et seq.* (a “**District**”), to properties located within the Rooney Valley, which properties are identified and numbered on **Exhibit A**, attached hereto and fully incorporated herein by this reference, in the manner and under the conditions set forth in the chart that appears below as Section 2 (B) (the “**Chart**”). The locations of the properties within the City, the Town, or in unincorporated Jefferson County are not relevant to whether or not Town water and sewer service is provided; instead, only the Chart controls.

(ii) The Parties acknowledge and agree that entities other than the City, including, without limitation, Districts, may be entitled to require, in accordance with existing or future agreements, that the Town receive their approval prior to serving one or more properties included in the Chart. Nothing in this Agreement is intended to supersede, waive, or otherwise interfere with the contractual rights of any entity to require such approval. Rather, this Agreement is expressly intended to govern the rights of the City and the Town with respect to the provision of water and sewer service to the properties described in the Chart.

**B. Provision of Water & Sewer Service to Rooney Valley Properties**

All references in the Chart are to properties as identified in Exhibit A:

Property Name	Property ID Number	Town water/sewer service permitted <u>without</u> City approval	Town water/sewer service permitted <u>with</u> City approval
Cardel Rooney Valley LP	<b>1</b>		X
CDN Red Rocks LP	<b>2</b>		X
General Shale	<b>3</b>		X
Peterson Trust	<b>4</b>	X	
Rooney Road LLC	<b>5</b>	X	
Three Dinos LLC	<b>6</b>		X

Bear Creek Development Corp 1		X	
Bear Creek Development Corp 2		X	
Gallegos Tommy V			X
Genesee Water & San District		X	
Harlan Place Properties LLC			X
Louisville Property Company LLC		X	
Jefferson County Open Space			X
Mount Carbon Metropolitan District 1			X
Mount Carbon Metropolitan District 2		X	
Mount Carbon Metropolitan District 3			X
Red Rocks Baptist Church		X	
Red Rocks Ranch Subdivision Filing No. 2		X	
Rooney Albert Wayne			X
Rooney Cheryl L			X
Rooney Incorporated 1			X
Rooney Incorporated 2			X
Rooney Randall A			X
Rooney Richard L			X
Schmitz Family Foundation		X	
Security Realty Co			X
Solterra Subdivision 1			X
Solterra Subdivision 2			X
Tharaldson Motels II of Las Vegas Inc 1			X
Tharaldson Motels II of Las Vegas Inc 2		X	
Town of Morrison TP		X	
Trinity III LLC 1		X	
Trinity III LLC 2		X	
United States			X
West Metro Fire Protection District		X	
Xcel Energy 1			X
Xcel Energy 2			X

**C. City Approval**

Should the Town submit its written request to the City to provide water service, sewer service, or both, to a property identified in the Chart as requiring City approval, the City shall provide its response to the Town, approving or rejecting its request, within sixty (60) days of receiving that request (the “**Consideration Period**”). Should the City fail to provide its written approval or rejection of the Town’s request prior to the expiration of the Consideration Period, the Town’s request shall be deemed approved.

**D. Service Through or With a District**

All properties served by the Town may, at the Town’s election, be served directly by the Town, or with, through, or in coordination with the Mount Carbon Metropolitan District or any other special district organized for the purpose of providing water or sewer services.

**E. Town’s Discretion to Serve**

Where Town water/sewer service is permitted, the Town has sole discretion to provide water service, or sewer service, or both, or neither.

**Section 3. Dispute Resolution & Liquidated Damages.**

**A. Cure Period**

In the event that a dispute arises between the Parties regarding this Agreement, the aggrieved Party shall provide the other Party written notice of the substance of its grievance. The other Party shall thereafter have a period of 30 days within which to cure the asserted breach or other alleged violation of this Agreement to the reasonable satisfaction of the aggrieved Party (the “**Cure Period**”).

**B. Civil Actions**

Should the dispute remain unresolved at the conclusion of the Cure Period, the aggrieved Party may file a civil action in the District Court for Jefferson County seeking the relief permitted by this Agreement and nothing more.

**C. Liquidated Damages**

Given that a failure of either Party to comply with Section 2, above, would result in substantial damages to the other Party; and given that the Parties acknowledge and agree that quantifying, and proving, those damages would be unreasonably difficult in light of their inherent uncertainty as of the Effective Date; the Parties have agreed that the **Liquidated Damages** described below shall be the sole and exclusive monetary remedy to which either Party is entitled in response to a breach of Section 2.

(i) Should the Town be determined, by a final, unappealable, judicial order, to have breached Section Two of this Agreement by providing water or sewer service, without the City’s approval, to a property identified in the Chart as requiring City approval, the Town shall pay to the City an amount equal to fifty percent (50%) of the water and sewer tap fees the Town collects, as and when those fees are collected, for the provision of such service to that property.

(ii) Likewise, should the City grant its approval, by a vote of the City Council or other official act, for the Town to provide water or sewer service, or both, to a property identified in the Chart as requiring City approval, and subsequently rescind that approval, by a vote of the City Council or other official act, the City shall forfeit any and all entitlement to collect any portion of the water and sewer tap fees collected by the Town for the provision of service to that property.

**D. Limitation of Monetary Remedies & Availability of Injunctive Relief**

(i) Notwithstanding any other provision of this Agreement to the contrary, the Parties expressly waive and disclaim any right to demand or receive monetary damages in any amount, except the Liquidated Damages described above, as a remedy for the breach or default of this Agreement, or for any other claim arising under this Agreement.

(ii) Nothing in this Agreement shall limit the Parties in seeking equitable, or other non-monetary relief, including the remedies of mandamus and injunction, in an action to enforce this Agreement.

#### **Section 4. Term of Agreement; Termination.**

The **Term** of this Agreement shall extend until:

**A.** The Parties mutually agree to terminate the Agreement; or

**B.** It is determined by a final and unappealable judicial order that one of the Parties has materially defaulted in its obligations under the Agreement, in which event, the non-defaulting Party may choose to terminate the Agreement upon thirty (30) days' written notice to the other Party.

**C.** Notwithstanding the foregoing, in the event of termination, the Town shall continue to have the right to provide water and sewer service to those properties identified in the Chart as permitting Town water/sewer service without City approval, or for which City approval was granted prior to the effective termination date.

#### **Section 5. Entire Agreement; Amendments.**

**A.** This Agreement embodies the whole agreement of the Parties with respect to the subject matter it addresses. The Parties acknowledge and agree that this Agreement shall supersede all previous communications and representations, whether verbal or written, exclusively among the Parties regarding the provision of water and sewer service to properties located within the Rooney Valley.

**B.** This Agreement may be amended only by a further written agreement between the Parties, with the Town acting pursuant to Town Board authorization and the City acting pursuant to City Council authorization.

**IN WITNESS WHEREOF**, the Parties have entered into this Agreement, in counterpart, as of the day and year first set forth above.

***Signature Pages Follow***

By the signature of its Mayor, the **Town of Morrison** enters into this 2022 Intergovernmental Agreement Between the Town of Morrison, Colorado and the City of Lakewood, Colorado Regarding the Rooney Valley.

**TOWN OF MORRISON, COLORADO**

By: \_\_\_\_\_  
Chris Wolfe, Mayor

**ATTEST:**

\_\_\_\_\_  
Lyndsey Paavilainen, Town Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Gerald Dahl, Town Attorney

By the signature of its Mayor, the **City of Lakewood** enters into this 2022 Intergovernmental Agreement Between the Town of Morrison, Colorado and the City of Lakewood, Colorado Regarding the Rooney Valley.

**CITY OF LAKEWOOD, COLORADO**

By: \_\_\_\_\_  
Adam Paul, Mayor

**ATTEST:**

\_\_\_\_\_  
Jay Robb, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Allison McKenny Brown, City Attorney

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**EXHIBIT A**

Map of Properties in Rooney Valley