

Reimbursement Agreement **(Parkdale)**

This Reimbursement Agreement (the "Agreement") is made and entered into this ____ day of _____, 2021 (the "Effective Date"), by and between the Town of Erie, a Colorado municipal corporation with an address of P.O. Box 750, Erie, CO 80516 (the "Town"), and Parkdale Community Authority, operating as a political subdivision and public corporation of the State of Colorado with an address of 2154 E. Commons Avenue, Suite 2000, Centennial, CO 80122 (the "Authority") (each a "Party" and collectively the "Parties").

Whereas, the Authority is operating by virtue of the Establishment Agreement dated February 20, 2020 (the "Establishment Agreement"), by and among Parkdale Metropolitan District Nos. 1-3 (collectively the "Districts"), pursuant to § 29-1-203, C.R.S., and in conformity with § 29-1-203.5, C.R.S.;

Whereas, the Districts were organized to provide certain public infrastructure, improvements, facilities and services (collectively, the "Public Improvements") serving the property within the Districts commonly referred to as "Parkdale", as authorized in the Amended and Restated Service Plan for the Districts approved by the Town on December 10, 2019 (the "Service Plan");

Whereas, in accordance with the Establishment Agreement, on behalf of the District, the Authority has the power to manage, control, and supervise the affairs of the Authority, including the maintenance of Public Improvements;

Whereas, on or about April 28, 2021, the Town entered into an Intergovernmental Agreement with the Colorado Department of Transportation ("CDOT") (the "CDOT Agreement");

Whereas, pursuant to the CDOT Agreement, the Town is responsible for the maintenance of certain storm drainage facilities as set forth on **Exhibit A**, attached hereto and incorporated herein by this reference (the "Storm Drainage Facilities");

Whereas, the Storm Drainage Facilities are part of the Public Improvements serving Parkdale that are eligible to be financed by the Authority; and

Whereas, the Parties acknowledge and agree that the matters hereinafter set forth are reasonable conditions and requirements to be imposed by the Town in connection with the maintenance of the Storm Drainage Facilities, and that such matters are necessary to protect, promote and enhance the public health, safety and welfare of the Town.

Now, therefore, in consideration of the promises and the mutual covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Operation, Maintenance and Repair of the Storm Drainage Facilities. The Town shall operate, maintain and repair the Storm Drainage Facilities in accordance with the CDOT Agreement and the Town's applicable standards and regulations.

2. Reimbursement.

a. The Authority shall reimburse the Town for its actual costs related to the operation, maintenance and repair of the Storm Drainage Facilities.

b. Periodically, but no more frequently than monthly, the Town may submit a request to the Authority to reimburse the Town for operation, maintenance and repair costs (a "Payment Request").

c. Each Payment Request shall set forth the amount requested for reimbursement as well as detail regarding the work performed, and shall be sent via email to ktompkins@wbapc.com.

d. Payment shall be due to the Town within 30 days following the Town's issuance of a Payment Request. Unpaid amounts shall accrue interest at 1.5% per month until paid in full.

e. Should the Town file any legal proceeding to collect unpaid amounts under this Agreement, the District shall be responsible for the Town's associated costs, including reasonable attorney fees.

3. Replacement. Should the Storm Drainage Facilities need to be replaced, the Authority shall be solely responsible for such replacement.

4. Miscellaneous.

a. *Assignment.* This Agreement shall not be assigned by either Party, in whole or in part, without the prior written authorization of the other Party.

b. *Governing Law and Venue.* The laws of the State of Colorado shall govern this Agreement, and the exclusive venue for any legal proceeding arising out of this Agreement shall be in Boulder County, Colorado.

c. *No Third-Party Beneficiaries.* There are no intended third-party beneficiaries to this Agreement.

d. *Severability.* If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

e. *Governmental Immunity.* Nothing herein shall be construed as a waiver of any protections or immunities the Authority or Town or their respective employees,

officials or attorneys may have under the Colorado Governmental Immunity Act, C.R.S. §§ 24-1-101, *et seq.*, as amended.

f. *No Joint Venture.* Notwithstanding any provision hereof, the Town shall never be a joint venture in any private entity or activity which participates in this Agreement, and the Town shall never be liable or responsible for any debt or obligation of any participant in this Agreement.

g. *Notice.* Notices under this Agreement shall be sufficiently given if sent by regular U.S. mail, postage prepaid, to the address on the first page of this Agreement.

h. *Integration.* This Agreement, together with all exhibits attached hereto, constitute the entire understanding and agreement of the Parties, integrates all the terms and conditions mentioned herein or incidental thereto, and supersedes all negotiations or previous arrangements between the Parties with respect to any and all of the subject matter hereof.

i. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town or the Authority not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

j. *Force Majeure.* No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, storms, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemic.

In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.

Town of Erie, Colorado

Jennifer Carroll, Mayor

Attest:

Heidi Leatherwood, Town Clerk

Parkdale Community Authority

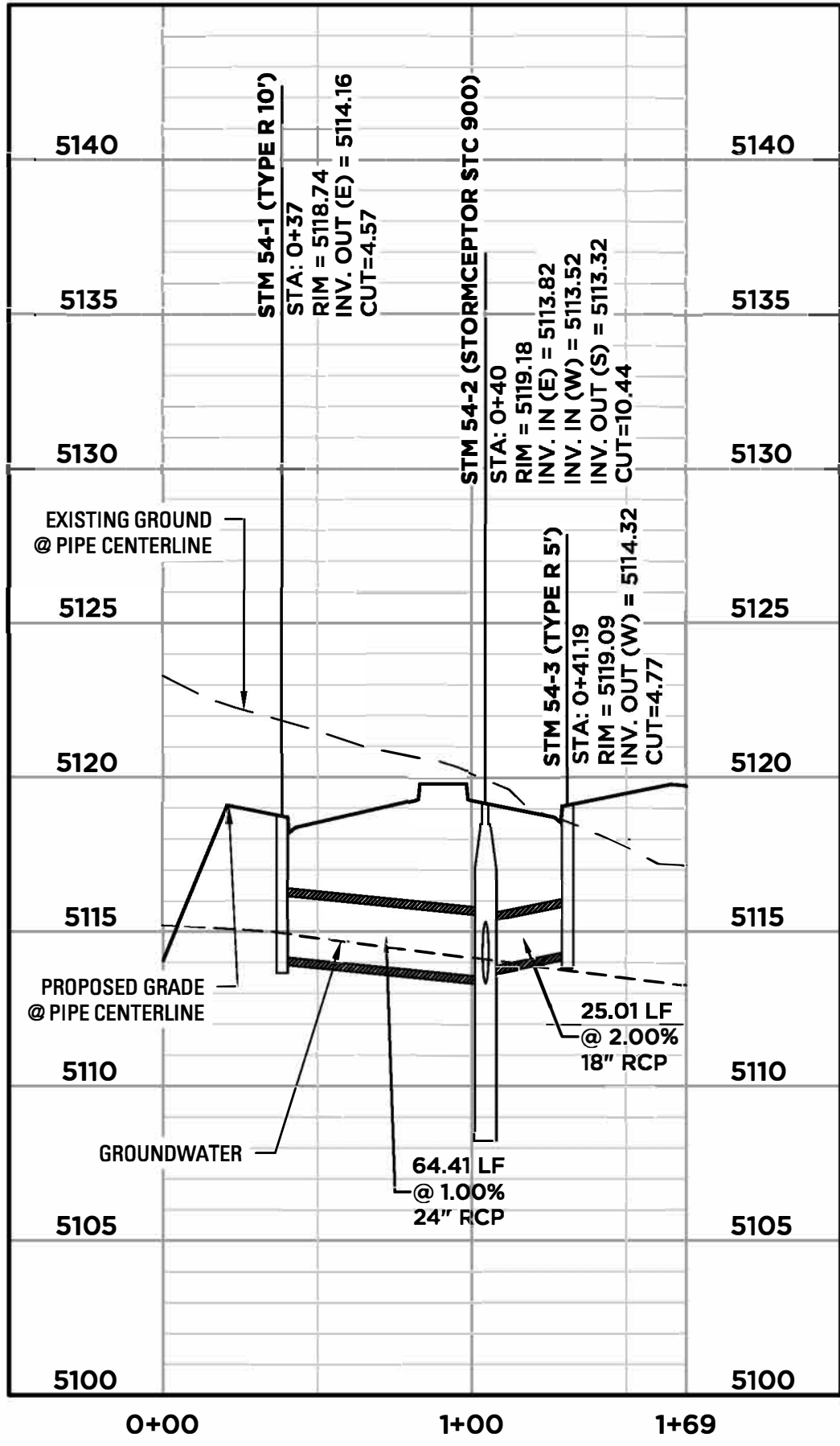
By: _____
Christian M. Janke, President

Attest:

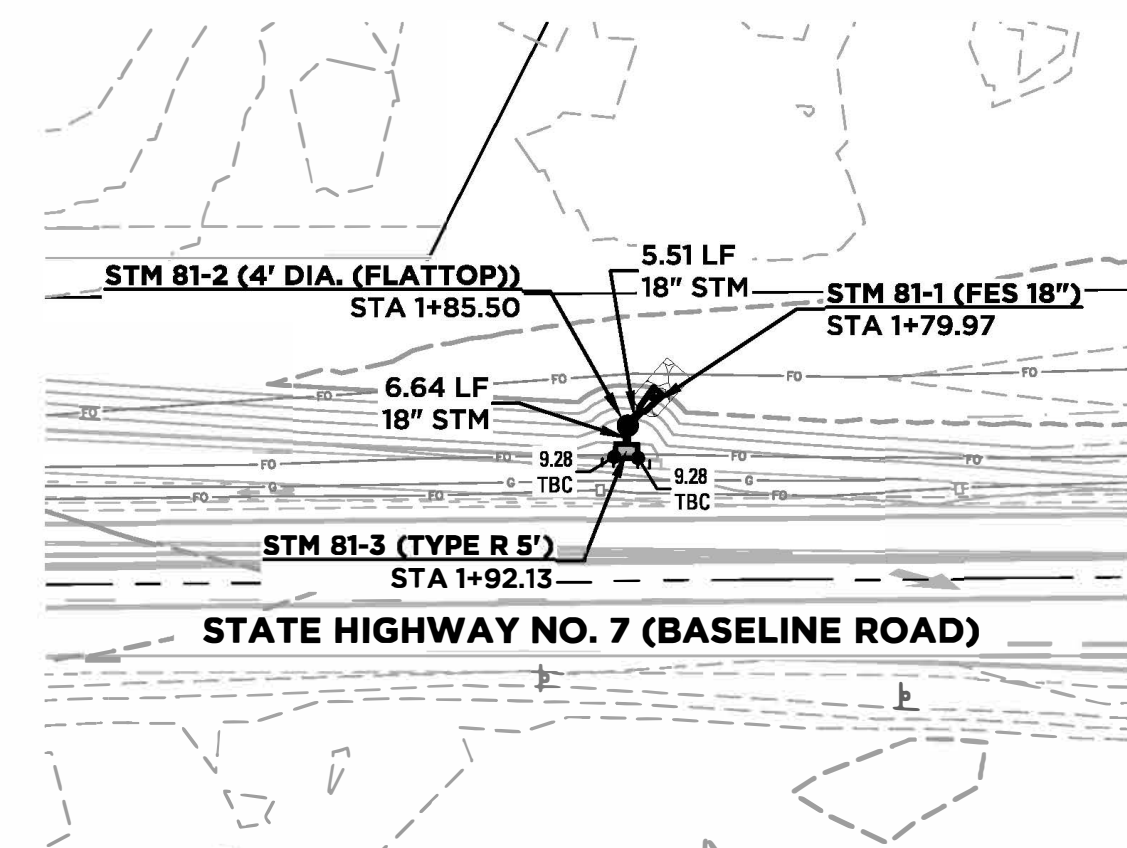
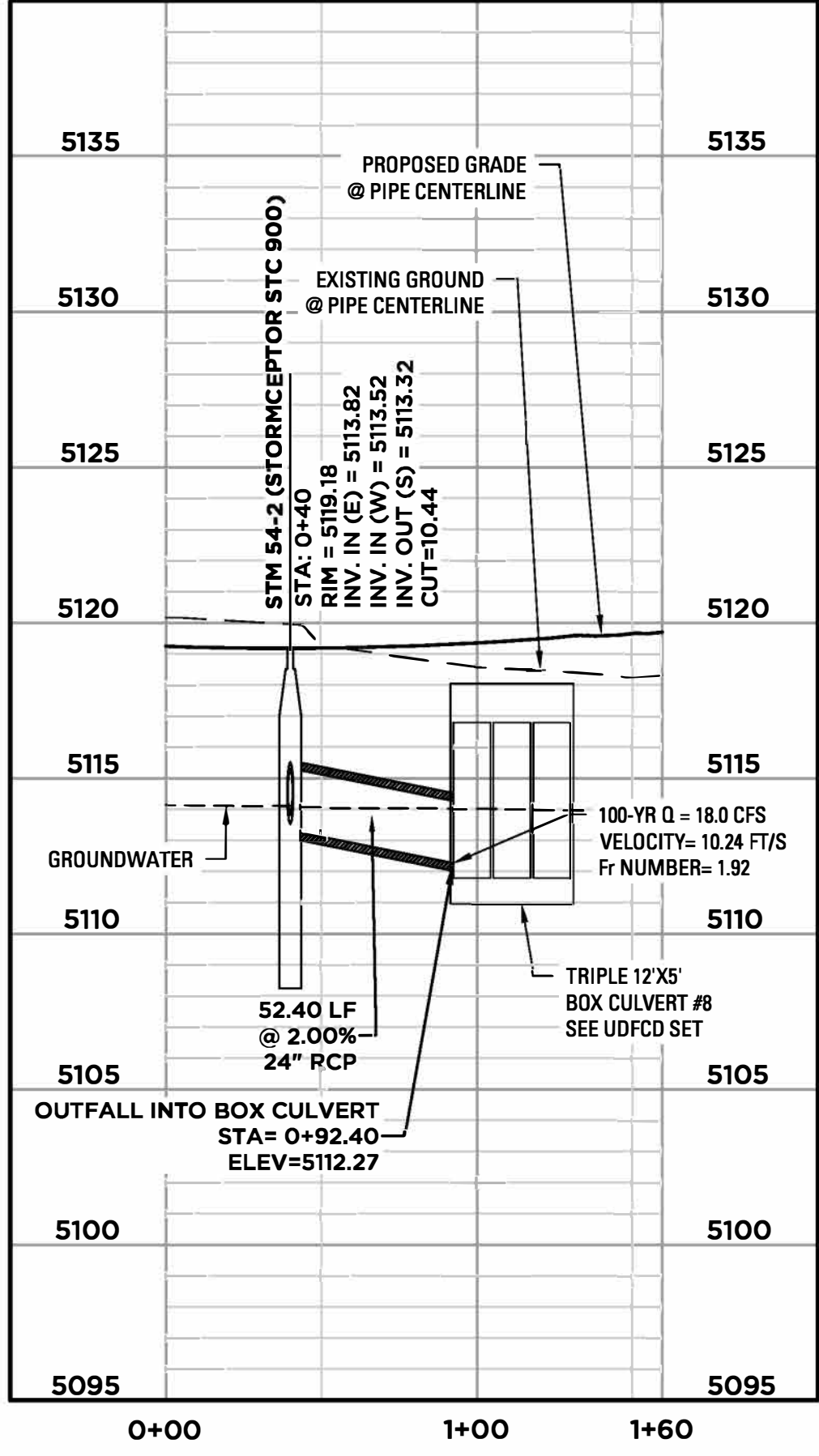
Corey Elliott, Secretary

Exhibit A
Storm Drainage Facilities

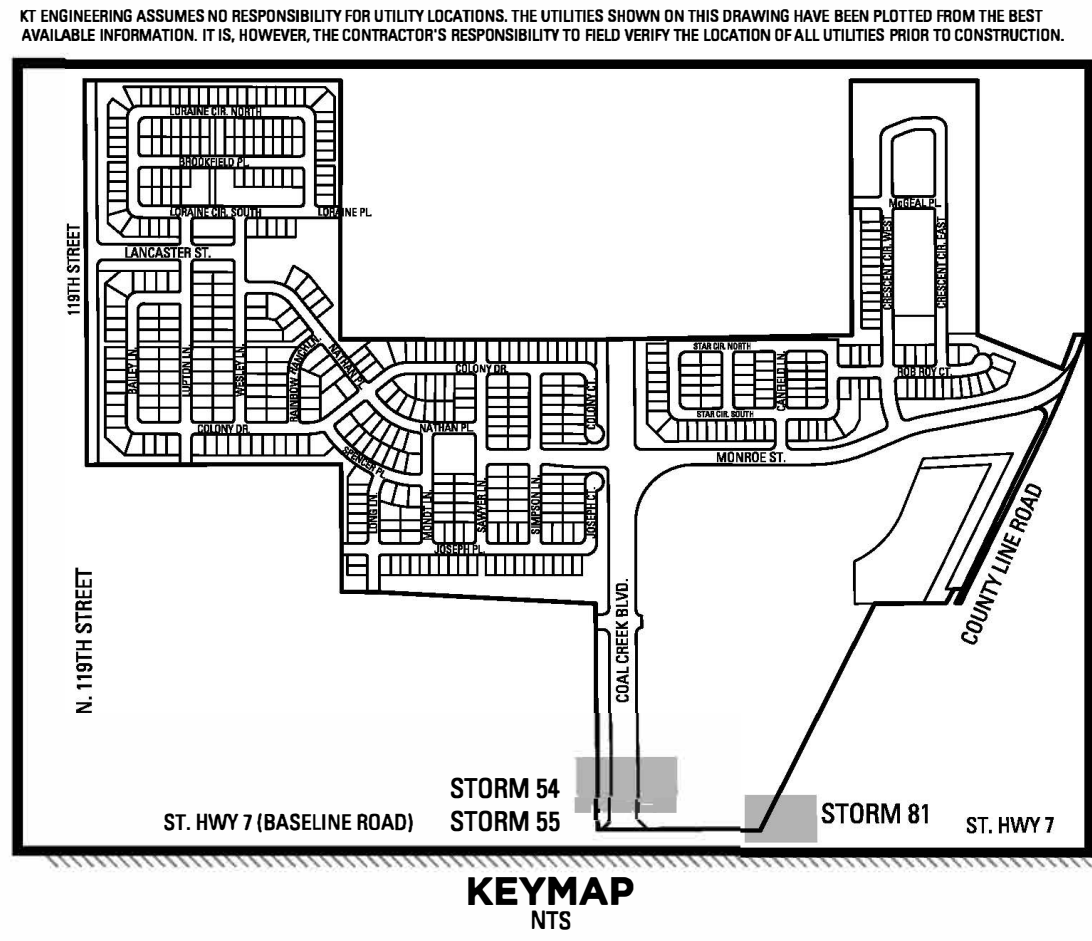
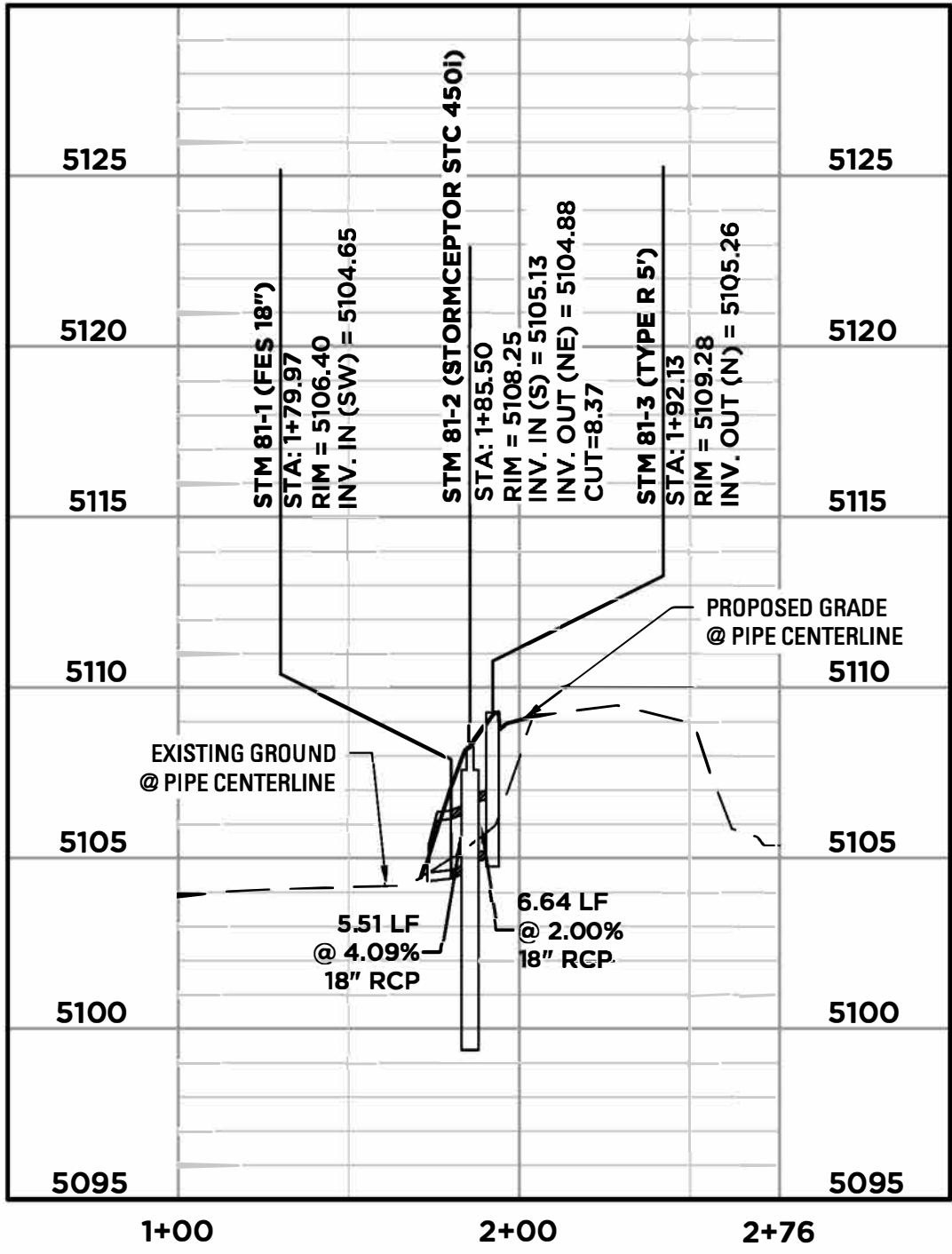
STORM 54 PROFILE



STORM 55 PROFILE



STORM 81 PLAN & PROFILE



PARKDALE SUBDIVISION
STORMCEPTOR
OPERATIONS AND
MAINTENANCE PLAN

THE TOWN OF ERIE IS RESPONSIBLE
FOR INSPECTION AND MAINTENANCE

CDOT REGION 4, BOULDER COUNTY



KT ENGINEERING
12500 W. 58TH AVE. #230
ARVADA, CO 80002
P: 720.638.5190
WWW.KTENG.NET

PREPARED FOR:
OEO, LLC

REVISIONS:

NO.	BY	DATE	REVISION DESCRIPTION
1			
2			
3			
4			
5			
6			

STAMP:

SHEET INFO:

PARKDALE
STORM 54, 55 & 81 PLAN AND PROFILE
STORMCEPTOR OPERATION AND
MAINTENANCE PLAN

PROJECT NO:
0043-1532

DRAWN BY:
KBS

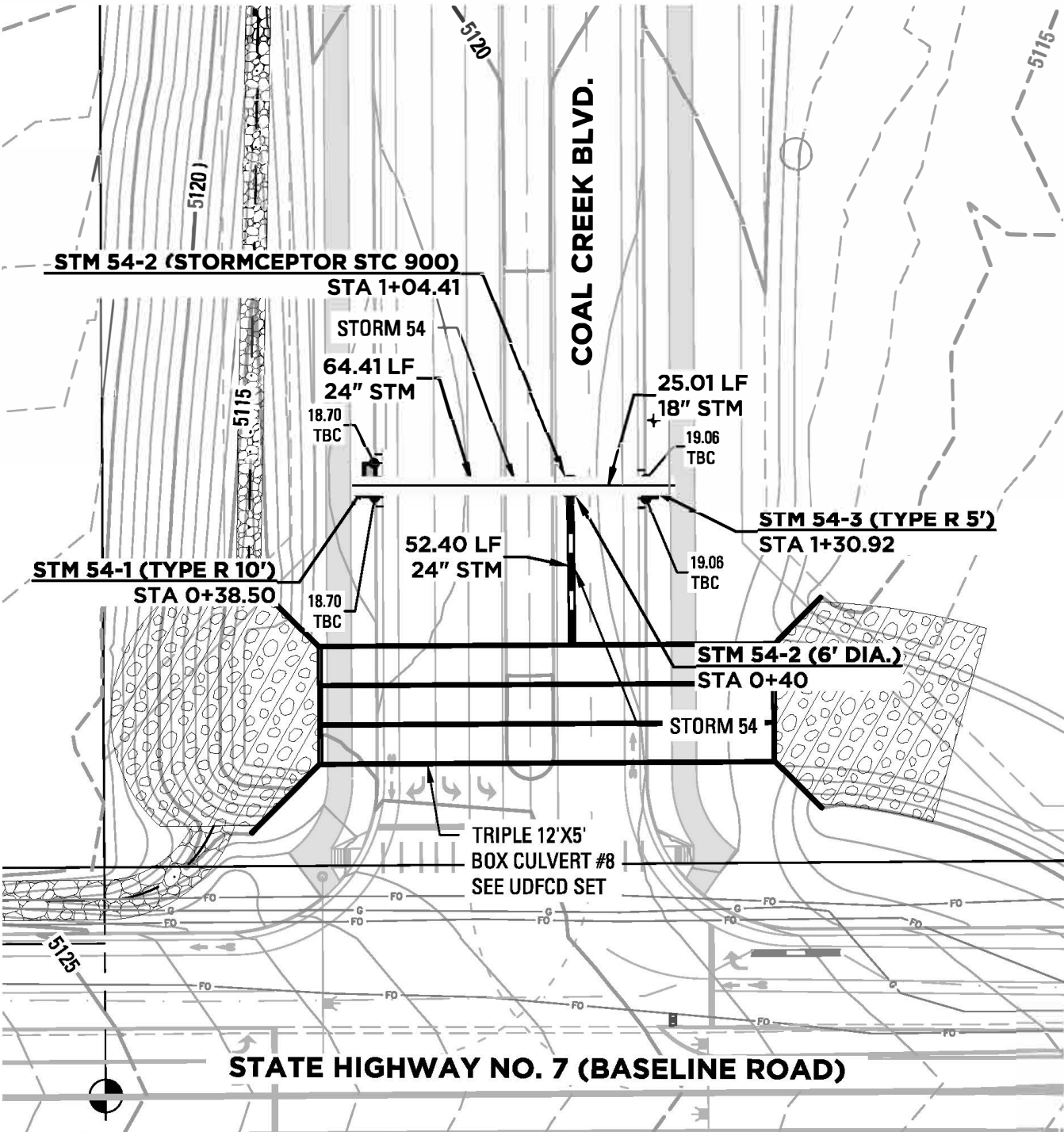
DESIGNED BY:
BSS

SCALE:
1" = 50'

SUBMITTED ON:
02/01/2021

01
OF 01

STORM 54 & 55 PLAN



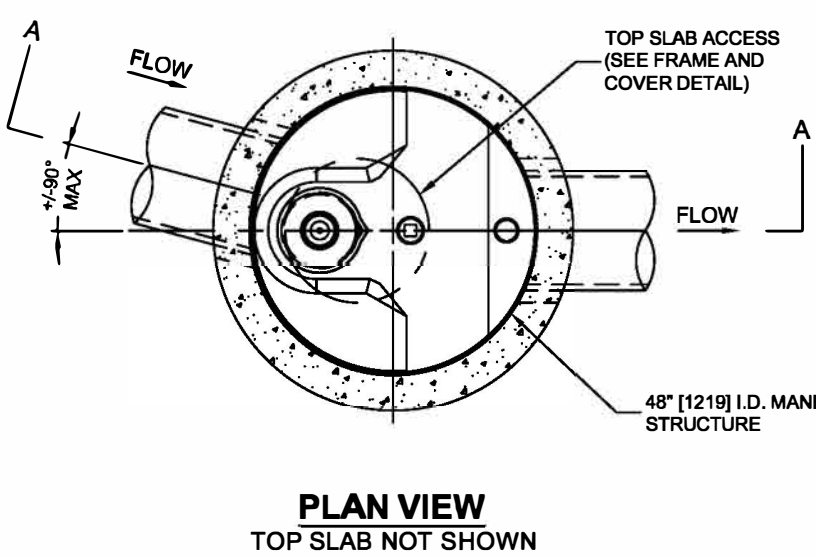
- GENERAL NOTES
- CONTECH TO PROVIDE ALL MATERIALS UNLESS NOTED OTHERWISE.
 - FOR SITE SPECIFIC DRAWINGS WITH DETAILED STRUCTURE DIMENSIONS AND WEIGHT, PLEASE CONTACT YOUR CONTECH ENGINEERED SOLUTIONS LLC REPRESENTATIVE. www.ContechES.com
 - STORMCEPTOR WATER QUALITY STRUCTURE SHALL BE IN ACCORDANCE WITH ALL DESIGN DATA AND INFORMATION CONTAINED IN THIS DRAWING. CONTRACTOR TO CONFIRM STRUCTURE MEETS REQUIREMENTS OF PROJECT.
 - STORMCEPTOR STRUCTURE SHALL MEET AASHTO HS20 LOAD RATING, ASSUMING EARTH COVER OF 0' - 2' [810], AND GROUNDWATER ELEVATION AT, OR BELOW, THE OUTLET PIPE INVERT ELEVATION. ENGINEER OF RECORD TO CONFIRM ACTUAL GROUNDWATER ELEVATION. CASTINGS SHALL MEET AASHTO M308 AND BE CAST WITH THE CONTECH LOGO.
 - STORMCEPTOR STRUCTURE SHALL BE PRECAST CONCRETE CONFORMING TO ASTM C478 AND AASHTO LOAD FACTOR DESIGN METHOD.
 - ALTERNATE UNITS ARE SHOWN IN MILLIMETERS [mm].

- INSTALLATION NOTES
- ANY SUB-BASE, BACKFILL DEPTH, AND/OR ANTI-FLOTATION PROVISIONS ARE SITE-SPECIFIC DESIGN CONSIDERATIONS AND SHALL BE SPECIFIED BY ENGINEER OF RECORD.
 - CONTRACTOR TO PROVIDE EQUIPMENT WITH SUFFICIENT LIFTING AND REACH CAPACITY TO LIFT AND SET THE STORMCEPTOR MANHOLE STRUCTURE.
 - CONTRACTOR TO INSTALL JOINT SEALANT BETWEEN ALL STRUCTURE SECTIONS AND ASSEMBLE STRUCTURE.
 - CONTRACTOR TO PROVIDE, INSTALL, AND GROUT INLET AND OUTLET PIPE(S). MATCH PIPE INVERTS WITH ELEVATIONS SHOWN. ALL PIPE CENTERLINES TO MATCH PIPE OPENING CENTERLINES.
 - CONTRACTOR TO TAKE APPROPRIATE MEASURES TO ASSURE UNIT IS WATER TIGHT, HOLDING WATER TO FLOWLINE INVERT MINIMUM. IT IS SUGGESTED THAT ALL JOINTS BELOW PIPE INVERTS ARE GROUTED.

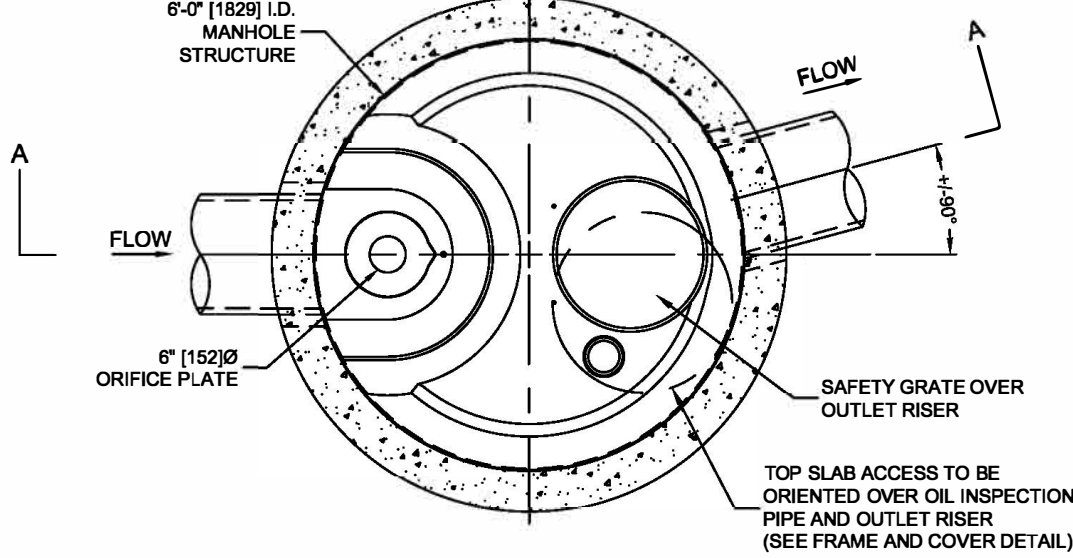
STORMCEPTOR INSTALLATION
STANDARD DETAILS



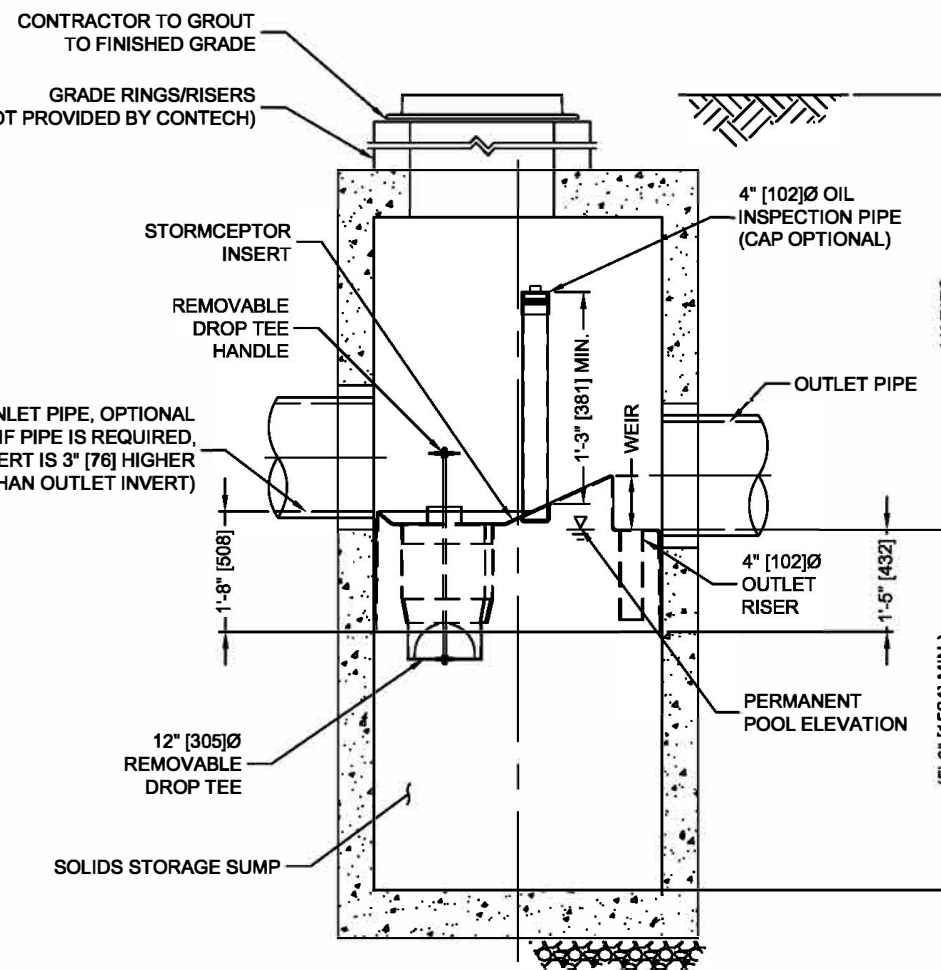
8029 Centre Pointe Dr., Suite 400, West Chester, OH 45069
800-338-1122 513-645-7000 513-645-7993 FAX



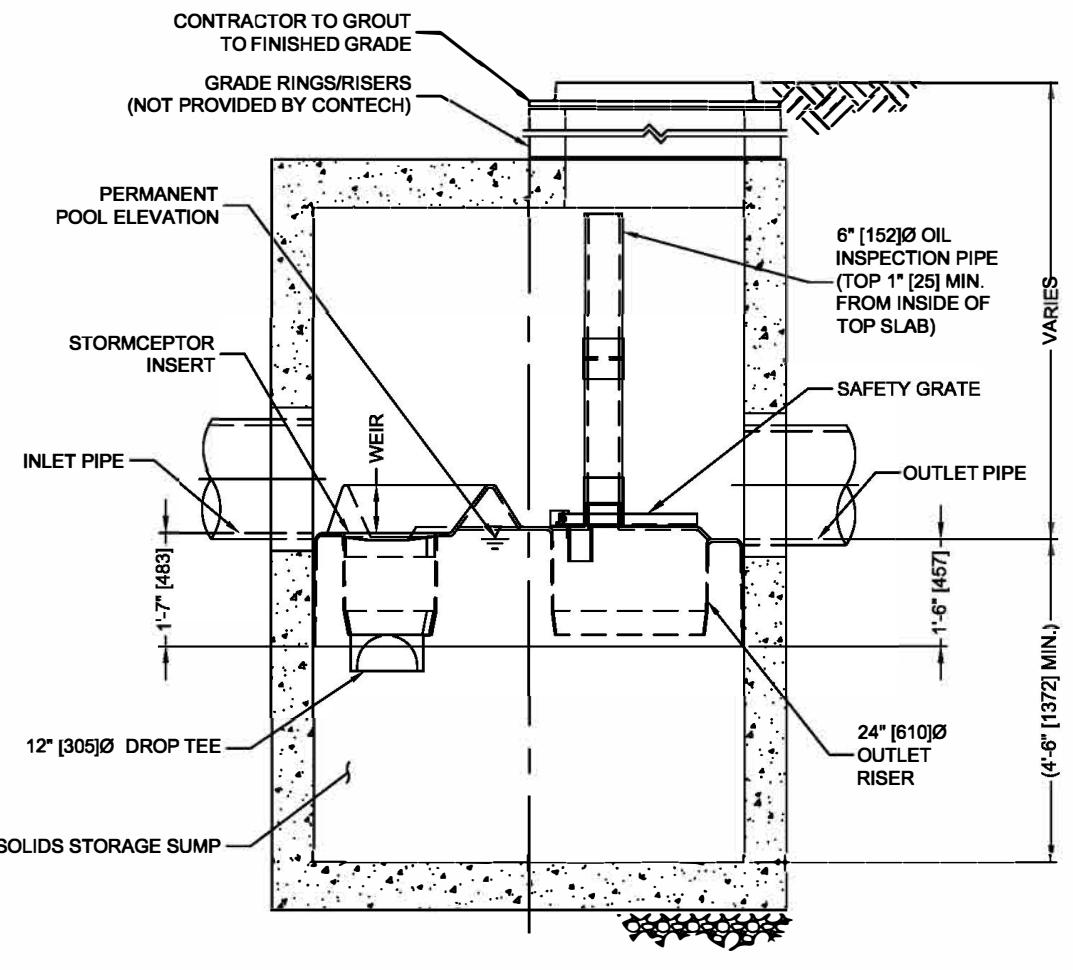
PLAN VIEW
TOP SLAB NOT SHOWN



PLAN VIEW
TOP SLAB NOT SHOWN



SECTION A-A
STC 450i
STORMCEPTOR
STANDARD DETAIL



SECTION A-A
STC 900
STORMCEPTOR
STANDARD DETAIL