

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY AND COUNTY OF DENVER, COLORADO,  
THE CITY OF AURORA, COLORADO,  
AND SAND CREEK METROPOLITAN DISTRICT  
FOR AN OPERATIONS AND MAINTENANCE PLAN FOR SHARED STREETS**

**THIS INTERGOVERNMENTAL AGREEMENT** is made and entered into this 24<sup>th</sup> day of September, 2012, by and between **THE CITY AND COUNTY OF DENVER**, a Colorado home rule municipal corporation ("Denver"), **THE CITY OF AURORA**, a Colorado home rule municipal corporation ("Aurora"), and **SAND CREEK METROPOLITAN DISTRICT**, a political subdivision of the State of Colorado ("Sand Creek"). Collectively, Denver, Aurora, and Sand Creek are known herein as the "Parties".

**RECITALS**

**WHEREAS**, portions of 40<sup>th</sup> Avenue, 38<sup>th</sup> Avenue, 56<sup>th</sup> Avenue, Tower Road, Picadilly Road and Dunkirk Street are centered on the common corporate boundary between Denver and Aurora; and

**WHEREAS**, portions of 40<sup>th</sup> Avenue, 38<sup>th</sup> Avenue, and Tower Road lie within the boundaries of the Sand Creek metropolitan District; and

**WHEREAS**, the Parties intend to establish an Operations and Maintenance Plan for the maintenance of designated sections of certain public streets centered on the common corporate boundary, and associated infrastructure, as a benefit to the residents of both cities and Sand Creek; and

**WHEREAS**, Denver and Aurora are authorized to enter into this Intergovernmental Agreement by their respective home rule Charters, by Colorado Constitution, art. XIV, § 18 and art. XX, and by Title 29, art. 1, part 2, C.R.S. Sand Creek is authorized to enter into this Intergovernmental Agreement by its Service Plan and by Colorado Constitution Art. 14, Section 18(2)(a); and C.R.S. 29-1-201, 203(1).

**NOW, THEREFORE**, the Parties agree as follows:

1. **Streets Subject To Agreement.** This Agreement shall apply to the following sections of public streets (sometimes referred to as "Border Streets") which are centered on the common corporate boundary, also illustrated in Exhibit A and more specifically described in Exhibit B:

<u>Name of Street</u>	<u>Location</u>
40 <sup>th</sup> Avenue	Between Chambers Road and approximately one-half mile east of Peña Boulevard
38 <sup>th</sup> Avenue	Between approximately one-half mile east of Tower Road

	and Picadilly Road
56 <sup>th</sup> Avenue	Between Dunkirk Street and Picadilly Road
Tower Road	Between approximately East 38 <sup>th</sup> /40 <sup>th</sup> Avenue and approximately East 44 <sup>th</sup> Avenue
Picadilly Road	Between East 38 <sup>th</sup> Avenue and East 56 <sup>th</sup> Avenue
Dunkirk Street	Between East 56 <sup>th</sup> Avenue and East 70 <sup>th</sup> Avenue

2. **Denver's Responsibilities - General.** In general Denver shall be responsible for completing the construction of the Border Streets and associated infrastructure for which it is responsible as designated on Exhibits A and B, including: curb and gutter, sidewalk, pavement; tree lawn and median landscaping; signing and striping; traffic signals and street lights; litter, weed and debris removal; drainage facilities; snow removal; and street sweeping.

(a) If property within the corporate limits of Denver which is being developed abuts Border Streets that are the maintenance responsibility of Aurora under this Agreement, Denver or the property developer shall be responsible for the construction costs attributable to completion of the half of the street on the Denver corporate limits side, and the infrastructure associated with that half of the street.

(b) If developed property within the corporate limits of Denver abuts Border Streets that are the construction responsibility of Aurora under this Agreement, Denver and/or the developer shall be responsible for the maintenance of the landscaping and irrigation behind the curb and gutter on the Denver corporate limits side of the street, except to the extent Sand Creek is responsible for such maintenance as set forth in Section 4 below.

(c) When ordinary maintenance to Aurora infrastructure is necessary within Denver maintained streets Aurora shall notify the Denver Public Works Streets Maintenance and Sand Creek prior to beginning maintenance operations. Permits will be required for any construction activities within the right-of-way. The permit will be at no cost to Aurora.

3. **Aurora's Responsibilities - General.** In general Aurora shall be responsible for completing the construction of the Border Streets and associated infrastructure for which it is responsible as designated on Exhibits A and B, including: curb and gutter, sidewalk, pavement, tree lawn and median landscaping; signing and striping, traffic signals and street lights, litter, weed and debris removal, drainage facilities, snow removal, and street sweeping.

(a) If property within the corporate limits of Aurora which is being developed abuts Border Streets that are the maintenance responsibility of Denver under this Agreement, Aurora or the property developer shall be responsible for the construction costs attributable to completion of the half of the street on the Aurora corporate limits side, and the infrastructure associated with that half of the street.

(b) If developed property within the corporate limits of Aurora abuts Border Streets that are the construction responsibility of Denver under this Agreement, Aurora and/or the developer will be responsible for the maintenance of the landscaping and irrigation behind the curb and gutter on the Aurora corporate limits side of the street to the extent Sand Creek is responsible for such maintenance as set forth in Section 4 below.

(c) When ordinary maintenance to Denver infrastructure is necessary within Aurora maintained streets Denver shall notify the Aurora Public Works Traffic and Public Improvements Inspections Division and Sand Creek prior to beginning maintenance operations. Permits will be required for any construction activities within the right-of-way. The permit will be at no cost to Denver.

4. **Sand Creek's Responsibilities – General.** In general, Sand Creek shall be responsible for maintaining the median landscape and irrigation system and for maintaining the landscape and irrigation systems between the back of curb and right-of-way line or sidewalk, whichever is further from the curb, on both sides of 40<sup>th</sup> Avenue from Chambers Road east to Tower Road. Additionally, Sand Creek will provide sidewalk snow removal; and supplemental street repairs, supplemental roadway snow removal, signage repairs, graffiti removal, sidewalk and railing repairs on that portion of 40<sup>th</sup> Avenue described herein and as set forth in Exhibit B. Sand Creek shall also maintain the landscape and irrigation system between the curb and right-of-way line on the west side of Tower Road between East 40<sup>th</sup> Avenue/East 38<sup>th</sup> Avenue intersection and the north boundary line of the Sand Creek Metropolitan District as shown on Exhibit A and set forth in Exhibit B.

Aurora and Denver will provide Sand Creek irrigation water as set forth in Section 5.a below and on Exhibit B in accordance with their respective water fee schedules.

5. **Specific and General Requirements and Responsibilities.** The Border Street cross-sections are generally described in Exhibit B. The standards to be followed and the Parties' specific respective responsibilities for installation, operation, and maintenance, including exceptions, for these Border Streets are also described in Exhibit B and are supplemented by the following general requirements:

a) Irrigation water shall be provided by the entity (Party or Property Owner/Developer/Metro District) responsible for operation and maintenance of the median and tree lawn improvements as detailed in Exhibit B.

b) Electricity costs for street lights shall be paid by each Party based on jurisdictional boundaries. When street lights are installed in the median the electrical costs shall be paid by the Party responsible for the "Pavement" as shown on Exhibit B.

c) Denver and Aurora shall make reasonable efforts to install, cause to be installed, or contribute funds for traffic signals when warrants are met or upon request from either Denver or Aurora. Responsibility for funding for future initial installations shall be as shown on Exhibit B or, if not covered in Exhibit B, shall be based upon the number of quadrants within each jurisdiction.

d) Street name signs shall be the responsibility of each Party based on jurisdiction. Special signs installed as a part of signalized intersections shall be considered part of the traffic signal. Sand Creek shall be responsible for street sign replacement in conformance with the streetscape plans approved by Denver and Aurora.

e) Sidewalks and bike trails constructed in the right-of-way shall be considered as "Tree Lawns, Landscaping & Irrigation" as shown on Exhibit B.

f) Standards for design, and operation and maintenance of roadway drainage systems shall be in accordance with Exhibit B. Off-roadway, public drainage systems not identified on Exhibit B shall be constructed to the standards of the applicable jurisdiction and owned, operated, and maintained by that jurisdiction.

6. **Development Review and Initial Construction** Denver and Aurora shall each own the infrastructure within its jurisdictional boundary. The infrastructure will be constructed in accordance with the responsible Party's standards, unless agreed to in writing by both Parties, or as shown on Exhibit B.

a) When development occurs in Denver and Aurora is responsible for the street, Aurora Department of Public Works shall review and approve the street plans. Denver shall cause the development's applicant to submit the street construction plans to Aurora for review and approval and pay the associated review fees. Aurora shall send Denver a referral plan set for comments. Denver shall respond with either comments or recommendations for approval of the application within 15 business days from the date the referral was received. All comments/concerns, including Denver's comments, must be addressed by the applicant prior to Aurora approving the street plans and issuing a construction permit.

Aurora will manage permitting, inspections, performance guarantees, and warranties associated with the work. Denver shall be included in the construction process as necessary to assure it is satisfied with the construction and ultimate acceptance of the completed infrastructure. Denver will not direct the activities of the contractor. Aurora agrees it will not provide final acceptance of the improvements to the contractor prior to Denver providing written acceptance of the work to Aurora. Denver agrees such acceptance will be timely and not unreasonably withheld.

b) When development occurs in Aurora and Denver is responsible for the street, Denver Department of Public Works shall review and approve the street plans. Aurora shall cause the development's applicant to submit the street construction plans to Denver for review and approval and pay the associated review fees. Denver shall send Aurora a referral plan set for comments. Aurora shall respond with either comments or recommendations for approval of the application within 15 business days from the date the referral was received. All comments/concerns, including Aurora's comments, must be addressed by the applicant prior to Denver approving the street plans and issuing a construction permit.

Denver will manage permitting, inspections, performance guarantees, and warranties associated with the work. Aurora shall be included in the construction process as necessary to assure it is

satisfied with the construction and ultimate acceptance of the completed infrastructure. Aurora will not direct the activities of the contractor. Denver agrees it will not provide final acceptance of the improvements to the contractor prior to Aurora providing written acceptance of the work to Denver. Aurora agrees such acceptance will be timely and not unreasonably withheld.

7. **Rehabilitation and Replacement.** Rehabilitation or replacement of the infrastructure covered by this agreement will be considered as part of the Maintenance and Operations activities as shown on Exhibit B for Pavements.

8. **Effective Date.** This Agreement shall be effective upon the execution of all Parties.

9. **Remedies.** The Parties agree and acknowledge each Party may exercise all rights and remedies in law or in equity by decree of specific performance, or such other legal or equitable relief as may be available.

10. **General Provisions.**

(a) **Notices.** All notices or other communications required under this Agreement shall be in writing and shall be hand delivered to the individual or officer at the following addresses, or to such other addresses as any Party may from time to time designate by notice given pursuant to this paragraph.

If to Denver: Mayor  
1437 Bannock Street, Room 350  
Denver, Colorado 80202

with copies to: City Attorney  
1437 Bannock Street, Room 353  
Denver, Colorado 80202

and

Manager of Public Works  
201 West Colfax Avenue, Dept. 608  
Denver, Colorado 80202

If to Aurora: Mayor  
15151 East Alameda Parkway  
Aurora, Colorado 80012

with a copies to: City Attorney  
15151 East Alameda Parkway, Suite 5300  
Aurora, Colorado 80012

Director of Public Works

15151 East Alameda Parkway, Suite 3200  
Aurora, Colorado 80012

If to Sand Creek  
Metropolitan District: Sand Creek Metropolitan District  
Attn: Mike Serra III, Secretary  
270 St. Paul Street, Suite 300  
Denver, Colorado 80206

Telephone: 303-371-9000  
Facsimile: 303-371-1465  
Email: [Mikes@paulscorp.com](mailto:Mikes@paulscorp.com)

With copies to: Grimshaw and Harring, P.C.  
Attn: Matt Dalton  
1700 Lincoln Street, Suite 3800  
Denver, Colorado 80203  
  
Telephone: 303-839-3800  
Facsimile: 303-839-3838  
Email: [m@grimshawharring.com](mailto:m@grimshawharring.com)

(b) **Contract Documents; Order of Precedence.** This Agreement consists of Sections 1 through 10, which precede the signature page, and the following attachments, which are incorporated herein and made a part hereof by reference:

Exhibit A: Street Map: Aurora / Denver Boundary Road Vicinity Map

Exhibit B: Spreadsheet: Denver/Aurora/Sand Creek Metropolitan District Shared Corridors in Gateway/Green Valley Ranch – Standards, Operation, Maintenance

In the event of an irreconcilable conflict between a provision of Sections 1 through 10 and the listed attachments, or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which provision shall control to resolve such conflict, is as follows, in descending order:

Sections 1 through 10  
Exhibit B  
Exhibit A

(c) **No Vested Rights.** This Agreement shall not grant any status or right to any third party, specifically any owner of any property or any owner of abutting property, to make any claim as a third party beneficiary, or for deprivation of any right, violation of any vesting or rights, or any other claim. This Agreement is for the benefit of the Parties only.

(d) **Agreement Runs With The Land.** The Parties to this Agreement shall cause a copy of this Agreement to be recorded in the real estate records of the County of Adams and the County of Denver upon execution of this Agreement. This Agreement shall be a servitude and its benefits and burdens shall run with the land subject to this Agreement.

(e) **Cooperation of the Parties.** If any equitable action or other proceeding is commenced by a third party challenging the validity of any provision of this Agreement, the Parties shall reasonably cooperate in defending such action or proceeding, each to bear its own expenses in connection therewith. Unless the Parties otherwise agree, each Party shall select and pay its own legal counsel to represent it in connection with such action or proceeding.

(f) **Severability.** The promises and covenants contained herein are severable in nature. Should any one or more of the provisions of this Agreement be judicially adjudged invalid, void or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of this Agreement, so long as each Party receives substantially all the benefits contemplated in this Agreement and so long as enforcement of the remaining provisions would not be inequitable to the Party against whom they are being enforced under the facts and circumstances then pertaining.

(g) **When Rights and Remedies Not Waived.** In no event shall any performance hereunder constitute or be construed to be a waiver by any Party of any breach of covenant or condition or of any default which may then exist. The rendering of any such performance when any such breach or default exists shall in no way impair or prejudice any right of remedy available with respect to such breach or default. Further, no assent, expressed or implied, to any breach of any one or more covenants, provisions, or conditions of this Agreement shall be deemed or taken to be a waiver of any other default or breach.

(h) **Subject to Local Laws; Venue.** Each and every term, provision, and condition herein is subject to the provisions of the laws of the United States, the State of Colorado, the Charters, Ordinances and regulations of Denver and Aurora. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver, Colorado.

(i) **Paragraph Headings.** The paragraph headings are inserted herein only as a matter of convenience and for reference and in no way are intended to be a part of this Agreement or to define, limit or describe the scope or intent of this Agreement or the particular paragraphs hereof to which they refer.

(j) **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 Denver, Aurora, or Sand Creek receiving benefits under this Agreement shall be deemed to be an incidental beneficiary only.

(k) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same document.

(l) **Appropriation.** It is understood and agreed that each Party's obligations pursuant to this Agreement are subject to prior appropriations of monies expressly made by such Party's City Council or Board of Directors for the purposes of this Agreement and paid into the Treasury of such Party. This agreement shall never constitute a debt, indebtedness, or multiple fiscal year financial obligation of the Parties within the meaning of the Constitution or laws of the State of Colorado.

(m) **Reasonableness of Consent or Approval.** Whenever under this Agreement "reasonableness" is the standard for the granting or denial of the consent or approval of a Party hereto, such Party shall be entitled to consider public and governmental policy, moral and ethical standards, as well as business and economic considerations.

(n) **No Personal Liability.** No elected official, director, officer, agent, manager, member or employee of Denver, Aurora, or Sand Creek shall be charged personally or held contractually liable by or to the other Party under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

(o) **Entire Agreement.** This Agreement constitutes the entire understanding, contract, and agreement between the Parties as to the subject matter set forth herein. This Agreement supersedes prior written or oral understandings, agreements, and commitments, formal or informal, between the Parties relative to the subject matter of this Agreement only. This Agreement shall not affect any other intergovernmental or other agreement between the Parties hereto, or with other public or private jurisdictions or entities, which are not specifically superseded or modified by this Agreement, including but not limited to intergovernmental agreements providing for revenue sharing or reimbursements. No change, modification, alteration, or amendment to this Agreement shall be binding upon the Parties unless set forth in writing and executed by the authorized signatories of both Parties.

[END OF PAGE]



**Contract Control Number:** PWADM-201207183-00

**Contractor Name:** City of Aurora

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of September 24, 2012.

SEAL



**CITY AND COUNTY OF DENVER**

ATTEST:

*Debra Johnson*

Debra Johnson, Clerk and Recorder,  
Ex-Officio Clerk of the City and  
County of Denver

By

*Michael B. Hancock*  
Michael B. Hancock, Mayor

APPROVED AS TO FORM:

DOUGLAS J. FRIEDNASH, Attorney  
for the City and County of Denver

REGISTERED AND COUNTERSIGNED:

By

*Cary Kennedy*  
Cary Kennedy, Manager of  
Revenue/Chief Financial Officer

By

*Robert Wheeler*  
Robert Wheeler, Assistant City  
Attorney

By

*Dennis J. Gallagher*  
Dennis J. Gallagher, Auditor



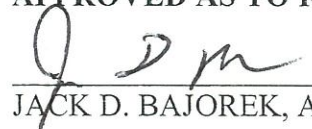
**CITY OF AURORA**

**ATTEST:**

  
JANICE NAPPER, City Clerk

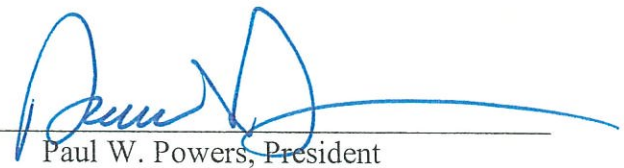
By:   
STEPHEN D. HOGAN, Mayor

**APPROVED AS TO FORM:**

  
JACK D. BAJOUREK, Aurora City Attorney

**SAND CREEK METROPOLITAN  
DISTRICT**

**ATTEST:**  
  
Mike Serra III, Secretary

By:   
Paul W. Powers, President

## **EXHIBITS**

Exhibit A – Aurora / Denver Boundary Road Vicinity Map

Exhibit B – Denver /Aurora/ Sand Creek Metropolitan District Shared Corridors in  
Gateway/Green Valley Ranch – Standards, Operations, Maintenance Spread Sheet

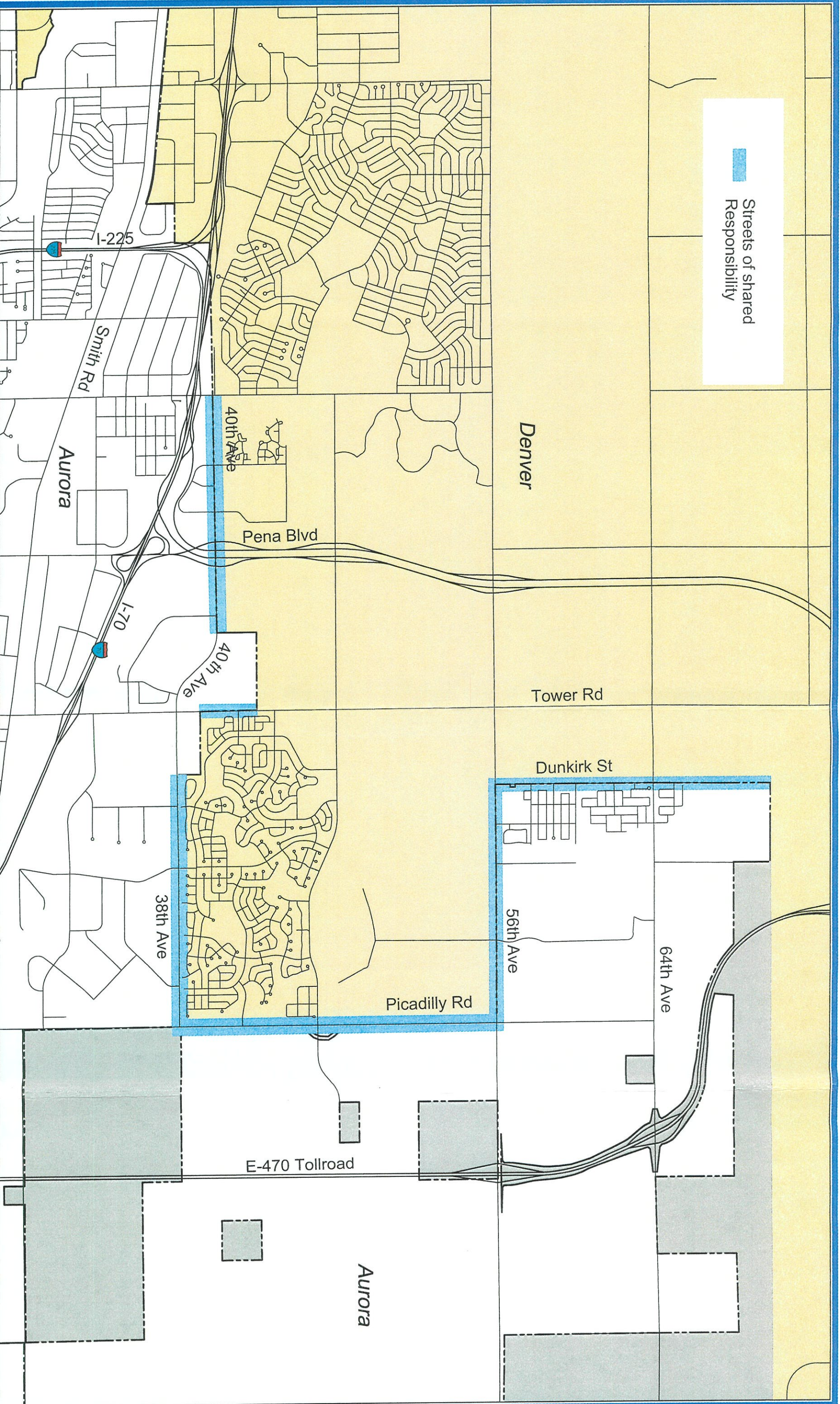
EXHIBIT B

Denver / Aurora / Sand Creek Metropolitan District Shared Corridors in Gateway/Green Valley Ranch -- Standards, Operations, Maintenance

A = Aurora (includes developers & Districts)      D = Denver (includes developers & Districts)      SCMD = Sand Creek Metropolitan District      J = By Jurisdictional boundaries      Sids = Standards      M & O = Maintenance and Operations      s/w = Sidewalk      l/a = Landscape														
Segment	Section	Pavement	Median	Tree Lawns Landscaping & Irrigation	Curb & Gutter	Street Lights	Signals	Drainage Structures	Signage & Striping	Litter, Weed & Debris	Snow Removal & Sweeping	Sanitary Sewer	Units (lane miles, number of signals, number of structures)	Comment
Tower Road													Total Lane Miles = 2.0 (A=2.0, D=0)	
From Approximately 805 feet north of E. 38th/40th Avenue to approx. E. 44th Avenue (Denver/Aurora City limit)	6 Lanes, 120 ft ROW typical (3 thru lanes ea. Dir., 26 ft median, 20 ft s/w & l/s), with 144 ft ROW at intersections	A - Sids A - M & O	A - Sids D - M & O North of Ltr Buckaroo property is Denver, including irrigation.	J - Sids J - M & O	D - Sids A - M & O	D - Sids J - M & O	D - Sids w/ A developer/district cost share - see comments	A - Sids A - M & O for outfalls & structures; J - inlets	J - Sids J - M & O	J - M & O	A - M & O	J - Sids J - M & O	Segment length: 0.33 mile Lane Miles: 2.0 miles	A: Darby Lateral and Boling Tributary, both in A and A responsible for structure; A responsible for signal at 38th/40th and Tower; D responsible for signal at 43rd and Tower D M & O. 38th/40th and Tower signal D - Sids A - M & O.
38th Avenue													Total Lane Miles = 6 (A=6.0, D=0)	
Tower Road to Himalaya Road	120-foot ROW, 4-lane (24' pavement each side of median) arterial with raised 14'-wide raised median, 8'-detached walk, 10' tree lawn.	A - Sids A - M & O	A - Sids A - M & O 14' raised median; future irrigation but initially only sleeves or studs for H2O	J - Sids J - M & O	A - Sids A - M & O	A - Sids J - M & O	A - Sids A - M & O	A - Sids A - M & O (Boling Tributary and High line Canal crossings both in Aurora)	A - Sids A - M & O (Boling Tributary and High line Canal crossings both in Aurora)	J - M & O	A - M & O	J - Sids J - M & O	Segment length: 0.5 mile Lane Miles: 2 miles	D has 1/2 cost of signal and A has M & O for signal at 38th and Himalaya.
Himalaya Street to Picadilly Road	Street cross-section to match the Tower Road to Himalaya Road section.	A - Sids A - M & O	A - Sids A - M & O	J - Sids J - M & O	A - Sids A - M & O	A - Sids J - M & O	A - Sids A - M & O	A - Sids A - M & O Denver cost shares with the First Creek crossing; Aurora maintains.	A - Sids A - M & O Denver cost shares with the First Creek crossing; Aurora maintains.	J - M & O	A - M & O	J - Sids J - M & O	Segment length: 1 mile Lane Miles: 4 miles	D responsible for 1/4 cost of signal at 38th and Picadilly
40th Avenue													Total Lane Miles = 6 (A=2, D=4)	
Chambers Road to Pena Boulevard	Existing 4-lane arterial to jurisdictional sids.	D - Sids D - M & O	A - Sids A - M & O (SCMD maintains between Chambers Road and Pena Blvd)	J - Sids J - M & O (SCMD maintains between Chambers Road and Pena Blvd)	J - Sids D - M & O	D - Sids J - M & O	D - Denver style Federal Green poles/signs with "hockey puck" style luminaires A - M & O	J - Sids J - M & O	J - Sids J - M & O signage replacement)	J - M & O (SCMD provides M & O, also)	A - M & O	J - Sids J - M & O	Segment length: 1 mile Lane Miles: 4 miles	D responsible for signal at Chambers and 40th plus street west of intersection to Aurora corporate limits. The SCMD currently maintains the medians and tree lawns on both sides of the street. SCMD upgrades the signs and maintains. SCMD provides concrete pavement and sidewalk repairs. SCMD provides supplemental snow removal on the street and sidewalks (both sides).
Pena Boulevard to Tower Road (E. 38th Avenue Transition	Existing 4-lane arterial to jurisdictional sids.	A - Sids A - M & O	A - Sids A - M & O (SCMD maintains between Pena Blvd and Tower Road)	J - Sids J - M & O (SCMD maintains between Pena Blvd and Tower Road)	D - Sids A - M & O	J - Sids J - M & O	D - Denver style Federal Green poles/signs with "hockey puck" style luminaires A - M & O	J - Sids J - M & O	J - Sids J - M & O signage replacement)	J - M & O (SCMD provides M & O, also)	A - M & O	J - Sids J - M & O	Segment length: 0.5 mile Lane Miles: 2 miles	A responsible for signal at Pena Blvd. / Airport Blvd. intersection (two signals). The SCMD currently maintains the medians and tree lawns on both sides of the street. SCMD upgrades the signs and maintains. SCMD provides concrete pavement and sidewalk repairs. SCMD provides supplemental snow removal on the street and sidewalks (both sides). A shall provide permanent water supply to the median for irrigation purposes and temporary water supply to the north side landscape until such time as D re-use water lines are extended across Pena corridor to serve the 60 acres in Denver north of 40th. Storm sewer facilities outfalling to the north of 40th shall be owned and maintained by D. Storm sewer facilities outfalling to the south of 40th shall be owned and maintained by A. The retaining walls within public right-of-way at the commuter rail grade separation shall be owned and maintained by A for the south walls and D for the north walls. The railings on these retaining walls shall be owned and maintained by SCMD. SCMD shall provide graffiti maintenance for these retaining walls.
56th Avenue													Total Lane Miles = 9 (A=0, D=9)	
Dunkirk Street to Picadilly Road	6 Lanes, 120 ft ROW typical (3 thru lanes ea. Dir., 26 ft median, 20 ft s/w & l/s), with 144 ft ROW at intersections	D - Sids D - M & O	D - Sids D - M & O	J - Sids J - M & O	D - Sids D - M & O	D - Sids J - M & O	D - Sids D - M & O	D - Sids J - M & O	D - Sids D - M & O EXCEPT J - Street name signs	J - M & O	D - M & O (See note in Comment)	J - Sids J - M & O	Segment length: 1.5 miles Lane Miles: 9 miles	See Aurora Access Control Plan; Denver construct south half of street. Denver responsible for supplying irrigation water to median, if needed. Aurora to maintain traffic signal at Picadilly and 56th. Drainage infrastructure within street outfalling to the north A M & O. Drainage infrastructure within street outfalling to the south D M & O. Aurora will perform snow removal in 56th Avenue.
Picadilly Road													Total Lane Miles = 12 (A=12, D=0)	
E. 38th Avenue to E. 56th Avenue	6 Lanes, 132 ft ROW typical (3 thru lanes ea. Dir., 36 ft. flowline to flowline southbound and 38 ft. flowline to flowline northbound, 26 ft median, 5 ft. s/w w/ 9 ft. tree lawn on the west side of the street and 10 ft. s/w w/ 10 ft. tree lawn on the east side of the street) with sidewalk easement as needed on the east side of the right-of-way	A - Sids A - M & O	A - Sids A - M & O	J - Sids J - M & O	J - Sids A - M & O	A - Sids J - M & O	A - Sids A - M & O	A - Sids: A - Sids for Trib. T. A - M & O for Trib. T. inlets and collection system A - M & O	A - Sids A - M & O EXCEPT J - Street name signs	J - M & O	A - M & O	J - Sids J - M & O	Segment length: 2 miles Lane Miles: 12 miles	First Creek crosses Picadilly Road south of 38th and will be Aurora's responsibility. The Highline Canal is wholly owned by Oakwood Homes east of Picadilly Road and no crossing of Picadilly Road is required since it will be filled in with dirt. Denver responsible for cost share of traffic signals along Picadilly.
Dunkirk Street													Total Lane Miles = 8.75 (A=0, D=8.75)	
E. 56th Avenue to E. 70th Avenue	Modified 5 - lane Collector with 52' pavement, 8' tree lawn and 5' walk on the west; variable tree lawn and 5' detached walk on the east.	D - Sids D - M & O	N/A	J - Sids J - M & O	J - Sids D - M & O	D - Sids J - M & O	D - Sids D - M & O	D - Sids and M & O for W. Fork Second Creek downstream from the east side of Dunkirk, everything else D - Sids and D M & O	D - Sids D - M & O EXCEPT J - Street name signs	J - M & O	A & D - M & O (See note in comments)	J - Sids J - M & O	Segment length: 1.75 miles Lane Miles: 8.75 miles	D - M & O West Park of Second Creek Culvert under Dunkirk St., including regional trail through the culvert. Aurora will perform snow removal for Dunkirk. Denver will perform sweeping.
GRAND TOTAL LANE MILES (A=22.0, D=21.75)														



Streets of shared  
Responsibility



City of Aurora, Colorado

Public Works Department / Tech Services  
15151 E. Alameda Pkwy, Aurora, CO 80012



Aurora / Denver Boundary Road Vicinity Map - Exhibit A