

RESOLUTION NO. 25-53

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES,
COLORADO, APPROVING A FIRST AMENDMENT TO THE
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CASTLE PINES
AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF
DOUGLAS, STATE OF COLORADO, REGARDING A FINANCIAL CONTRIBUTION
FOR THE DESIGN OF THE HAPPY CANYON ROAD / I-25 INTERCHANGE
PROJECT**

WHEREAS, C.R.S. § 29-1-203, as amended from time to time, authorizes local governments to cooperate and contract with other governmental entities regarding functions, services, and facilities each is authorized to provide; and

WHEREAS, the City of Castle Pines (the “City”) and the Board of County Commissioners of Douglas County, State of Colorado (the “County”) are working together to advance the design and other preconstruction activities associated with constructing improvements for the Happy Canyon Road/Interstate 25 (I-25) Interchange (the “Project”); and

WHEREAS, the City and the County previously entered into that certain Intergovernmental Agreement dated June 3, 2024 (the “Agreement”) concerning the advancement of the Project; and

WHEREAS, the City and the County desire to enter into a First Amendment to the Agreement (the “First Amendment”) to memorialize the County’s intention to voluntarily contribute an additional \$500,000.00 to pay for a portion of the additional preconstruction activities that are needed to advance the Project; and

WHEREAS, the City Council desires to approve the First Amendment and further desires to authorize the Mayor to execute the same once in final form.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CASTLE PINES, COLORADO, THAT:

Section 1. The recitals contained above are incorporated herein by reference and are adopted as findings and determinations of the City Council.

Section 2. The City Council hereby: (a) approves the First Amendment in substantially the same form as attached hereto and incorporated herein as Exhibit 1; (b) authorizes the City Attorney, in consultation with the City Manager, to make such changes to the First Amendment as may be necessary to correct any non-material errors or provisions that do not increase the obligations of the City; and (c) authorizes the Mayor to execute the First Amendment once in final form.

Section 3. **Effective Date.** This Resolution shall take effect upon its approval by the City Council.

INTRODUCED, READ, AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES BY A VOTE OF 7 IN FAVOR, 0 AGAINST, AND 0 ABSENT THIS 9th DAY OF DECEMBER 2025.



ATTEST:

Tobi Duffey

Tobi Duffey, MMC, City Clerk

Tracy Engerman

Tracy Engerman (Jan 7, 2026 13:57:24 MST)

Tracy Engerman, Mayor

APPROVED AS TO FORM:

Linda Michow

Linda Michow (Dec 12, 2025 15:14:11 MST)

Linda C. Michow, City Attorney

EXHIBIT 1

**FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF CASTLE PINES AND THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, STATE OF COLORADO, REGARDING A
FINANCIAL CONTRIBUTION FOR THE DESIGN OF THE HAPPY CANYON ROAD /
I-25 INTERCHANGE PROJECT**

**FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF CASTLE PINES AND THE BOARD OF COUNTY
COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO,
REGARDING A FINANCIAL CONTRIBUTION FOR THE DESIGN OF THE
HAPPY CANYON ROAD / I-25 INTERCHANGE PROJECT**

THIS INTERGOVERNMENTAL AGREEMENT (“**Agreement**”) is made and entered into this _____ day of _____, **2025** (“**Effective Date**”) by and between the City of Castle Pines, Colorado, a Colorado home rule municipality with offices at 7437 Village Square Drive, Suite 200, Castle Pines, Colorado 80108 (the “**City**”), and the Board of County Commissioners of Douglas County, State of Colorado, (the “**County**”), hereinafter collectively referred to as the “**Parties**.”

RECITALS

WHEREAS, on **June 3, 2024**, the Parties entered into the Intergovernmental Agreement (the “**Agreement**”) concerning advancing the design and construct certain improvements to address the safety and future traffic operational needs at the Happy Canyon Road / I-25 Interchange, hereinafter referred to as the “**Project**”; and

WHEREAS, as part of this First Amendment, the County desires to voluntarily contribute an additional **\$500,000.00** to pay for a portion of the additional preconstruction activities identified in **Section 5.2A** that are needed to further advance the **Project**; and

WHEREAS, the Parties desire to amend the Agreement in accordance with the terms and conditions stated in this First Amendment.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the Parties hereto agree to the First Amendment to the Agreement.

1. **Acknowledgment and Incorporation of Recitals.** The foregoing recitals are hereby acknowledged by the Parties to be true and correct and are fully incorporated into this First Amendment.

2. **Purpose.** The purpose of this First Amendment is to memorialize the City’s commitment to overseeing additional preconstruction activities for the **Project**, which includes the additional tasks associated with this First Amendment as identified in **Section 5.2A** below; and to increase the County’s commitment to contribute an additional Five Hundred Thousand Dollars and No Cents (\$500,000.00) – the “**Additional Contribution**” for a revised total contribution from the County not to exceed One Million Six Hundred Thousand Dollars and No Cents (\$1,600,000.00), hereinafter referred to as the “**County Contribution**”, for a portion of the costs needed to advance the design and other preconstruction activities for the **Project**.

3. **Amendments to the Agreement.** The following sub-sections of the Agreement shall be added or amended to read as follows:

Additional or Amended City Responsibilities and Contribution

5.2A The City agrees to manage and provide the additional preconstruction activities needed for the **Project**:

- Retain and utilize a Construction Manager / General Contractor (CMGC) during the design phase
- Retain and utilize professional consultant services to complete the design specifically to replace the existing CDOT bridge over I-25 and assist with preparing various grant applications
- Retain and utilize an Independent Cost Estimator (ICE) to review construction costs proposed by CMGC
- May utilize a portion of the additional funds to pay for the cost for utility relocations required to construct the project

Additional or Amended County Responsibilities and Contribution

6.1A Upon execution of this First Amendment, the County agrees to open a new purchase order to the City for \$500,000 for the **Project**.

6.2A Upon execution of this First Amendment, the County agrees to provide the City with a revised total contribution for the preconstruction activities for an amount not to exceed One Million Six Hundred Thousand Dollars and No Cents (\$1,600,000.00), (the “**County Contribution**”).

6.3A The County shall pay the City within thirty (30) days after the County has received a written invoice from the City requesting the County’s **Additional Contribution**. The City may invoice the County for the additional \$500,000 once the City has selected and awarded a Construction Manager / General Contractor (CMGC) and an Independent Cost Estimator (ICE) but the City may not invoice the County before January 10, 2026.

6.4A In no event will the County be liable for paying the City any amount in excess of the One Million Six Hundred Thousand Dollars and No Cents (\$1,600,000.00), (the “**County Contribution**”), including for any unforeseen **Project** related costs or claims.

4. **Remaining Terms of Agreement.** Except as amended by this First Amendment, the remaining terms, conditions and sections of the Agreement shall remain in full force and effect.

[Reminder of page left blank - signature pages to follow]

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto as of the date first written above.

CITY OF CASTLE PINES, COLORADO

By: _____

Printed Name: **Tracy Engerman**

Title: **Mayor**

Date of Execution: _____

ATTEST:

Tobi Duffey, City Clerk

APPROVED AS TO FORM (excluding exhibits):

Linda Michow, City Attorney

[Douglas County signature page follows]

**BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY**

_____, Chair

ATTEST:

APPROVED AS TO CONTENT:

_____,

**Douglas J. DeBord,
County Manager**

Clerk to the Board

APPROVED AS TO FORM:

APPROVED AS TO FISCAL CONTENT:

**Chris Pratt,
Senior Assistant County Attorney**

**Christie Guthrie,
Director of Finance**