

## RESOLUTION NO. 26-25

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, APPROVING A THIRD AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CASTLE PINES AND THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT REGARDING THE DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR HAPPY CANYON CREEK AT MONARCH BOULEVARD

**WHEREAS**, the City of Castle Pines (the “City”) is authorized pursuant to C.R.S. § 29-1-203 to cooperate and contract with other governmental entities regarding functions, services, and facilities each is authorized to provide; and

**WHEREAS**, the City and the Urban Drainage and Flood Control District d/b/a Mile High Flood District (the “District”) previously entered into that certain Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Happy Canyon Creek at Monarch Boulevard (Agreement No. 24-10.30) dated December 5, 2024, as amended (the “IGA”); and

**WHEREAS**, the design and construction of drainage and flood control improvements for Happy Canyon Creek at Monarch Boulevard (the “Project”) is underway, and the City and the District desire to increase the level of funding by \$1,000,000.00 to account for Project costs anticipated for calendar year 2026; and

**WHEREAS**, the City and District desire to share equally in the additional funding requirements to provide \$500,000.00 each in funding; and

**WHEREAS**, the City and District desire to enter into a Third Amendment to the IGA in substantially the same form as attached to this Resolution as **Exhibit 1** (the “Third Amendment”) to memorialize the updated financial obligations of the City and the District in respect to the Project.

**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 Third 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 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 Third Amendment once in final form.

**Section 3.** If any section, paragraph, clause, or provision of this Resolution is held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining sections, paragraphs, clauses, or provisions of this Resolution.

**Section 4.** **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 28<sup>TH</sup> DAY OF APRIL, 2026.**



Tracy Engerman (May 28, 2026 09:14:09 MDT)

Tracy Engerman, Mayor

**ATTEST:**

Tobi Duffey, MMC, City Clerk

**APPROVED AS TO FORM:**

Linda Michow (Apr 29, 2026 18:46:19 MDT)

Linda C. Michow, City Attorney

**EXHIBIT 1**  
**THIRD AMENDMENT TO AGREEMENT REGARDING DESIGN AND  
CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR  
HAPPY CANYON CREEK AT MONARCH BOULEVARD**

AMENDMENT TO  
AGREEMENT REGARDING  
DESIGN AND CONSTRUCTION  
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR  
HAPPY CANYON CREEK AT MONARCH BOULEVARD

Agreement No. 24-10.30C  
Project No. 110290

THIS THIRD AMENDMENT TO AGREEMENT (hereinafter called "THIRD AMENDMENT"), by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT (hereinafter called "DISTRICT") and CITY OF CASTLE PINES (hereinafter called "CITY") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Happy Canyon Creek at Monarch Boulevard" (Agreement No. 24-10.30) dated December 5, 2024, (hereinafter called "AGREEMENT"), as amended; and

WHEREAS, PARTIES now desire to proceed with the design and construction of drainage and flood control improvements for Happy Canyon Creek at Monarch Boulevard (hereinafter called "PROJECT"); and

WHEREAS, PARTIES desire to increase the level of funding by \$1,000,000.00; and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. 27, Series of 2026); and

WHEREAS, the governing board of CITY and the Board of Directors of DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. Paragraph 1.04. PROJECT COSTS AND ALLOCATION OF COSTS is deleted and replaced as follows:

1.04. PROJECT COSTS AND ALLOCATION OF COSTS

A. PARTIES agree that for the purposes of this AGREEMENT, PROJECT costs shall consist of and be limited to the following:

1. Final design services;
2. Construction of improvements;
3. Contingencies mutually agreeable to PARTIES.

B. It is understood that PROJECT costs as defined above are not to exceed \$3,100,000.00 without amendment to this AGREEMENT.

PROJECT costs for the various elements of the effort are estimated as follows:

<u>ITEM</u>	<u>AS AMENDED</u>	<u>PREVIOUSLY AMENDED</u>
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1.	Final Design	\$	450,000.00	\$	450,000.00
2.	Construction*	\$	2,500,000.00	\$	1,650,000.00
3.	Contingency	\$	150,000.00	\$	-0-
	Grand Total	\$	3,100,000.00	\$	2,100,000.00

\* It is anticipated that funds for construction shall be added to this Agreement at a future date.

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this AGREEMENT provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest.

- C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	<u>Percentage Share</u>	<u>Previously Contributed</u>	<u>Additional Contribution</u>	<u>Maximum Contribution</u>
DISTRICT	50%	\$1,050,000.00	\$500,000.00	\$1,550,000.00
PROJECT SPONSOR	50%	\$1,050,000.00	\$500,000.00	\$1,550,000.00
TOTAL	100.00%	\$2,100,000.00	\$1,000,000.00	\$3,100,000.00

2. Paragraph 1.05. MANAGEMENT OF FINANCES is deleted and replaced as follows:

1.05. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's full share may come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior DISTRICT approval.

Payment of each PARTY's full share (PROJECT SPONSOR - \$1,550,000.00; DISTRICT - \$1,550,000.00) shall be made to DISTRICT subsequent to execution of this AGREEMENT and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to CITY of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Section 2.06).

Following completion of PROJECT if there are monies including interest earned remaining, which are not committed, obligated, or disbursed, each party shall be refunded proportional to the PARTY'S contribution; or, at PROJECT SPONSOR request, monies shall be transferred to another special fund held by DISTRICT.

3. All other terms and conditions of this AGREEMENT shall remain in full force and effect.

WHEREFORE, PARTIES hereto have caused this THIRD AMENDMENT to be executed by properly authorized signatories as of the date and year written below.

URBAN DRAINAGE AND  
FLOOD CONTROL DISTRICT D/B/A  
MILE HIGH FLOOD DISTRICT

By \_\_\_\_\_

Name Laura A. Kroeger

Title Executive Director

Date \_\_\_\_\_

CITY OF CASTLE PINES

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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Checked By

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