

AMENDMENT TO
AGREEMENT REGARDING
DESIGN AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
LEE GULCH AT BROADWAY

Agreement No. 24-09.02E
Project No. 110196

THIS FIFTH AMENDMENT TO AGREEMENT (hereinafter called "FIFTH AMENDMENT"), by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT (hereinafter called "DISTRICT") and CITY OF LITTLETON (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 Lee Gulch at Broadway" (Agreement No. 24-09.02) dated October 4, 2024, as amended (hereinafter called "AGREEMENT"); and

WHEREAS, PARTIES now desire to proceed with construction of Lee Gulch at Broadway (hereinafter called "PROJECT"); and

WHEREAS, PARTIES desire to increase the level of funding by \$280,000.00; and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. 54, Series of 2026); and

WHEREAS, the City Council 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. Delineation, description and acquisition of required rights-of-way/ easements;
 - 3. Construction of improvements;
 - 4. Contingencies mutually agreeable to PARTIES.

- B. It is understood that PROJECT costs as defined above are not to exceed \$13,795,021.62 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>
1.	Final Design	\$ 1,000,000.00	\$ 1,000,000.00
2.	Right-of-way	\$ -0-	\$ -0-
3.	Construction	\$ 12,795,021.62	\$ 12,515,021.62
4.	Contingency	\$ -0-	\$ -0-
	Grand Total	\$ 13,795,021.62	\$ 13,515,021.62

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 expenditure does not exceed the maximum contribution by all PARTIES plus accrued interest.

- C. At the request of CITY, the following funds will be transferred to PROJECT from a separate special fund held by DISTRICT:

Transfer from: Jackass Gulch at Highline Canal

Account No. 20-05-75111-108255 Agreement No. 20-08.21C

Amount: \$665,000 (CITY - \$665,000; DISTRICT - \$0)

Transfer from: Little's Creek at Gallup Street

Account No. 20-05-75111-002201

Amount: \$222,182.35 (\$111,091.18 CITY, \$111,091.17 DISTRICT)

Transfer from: Jackass Gulch at Highline Canal

Account No. 20-05-75111-108255

Amount: \$200,000 (\$100,000 CITY, \$100,000 DISTRICT)

Transfer from: Jackass Gulch at Long Avenue

Project No. 5909; Agreement No. 14-05.06; Amount: \$10,316.42

Amount: \$10,316.42 (\$5,158.21 CITY, \$5,158.21 DISTRICT)

Transfer from: Lee Gulch at Broadway 2019

Project No. 107727; Agreement No. 19-06.31;

Amount: \$116,363.85 (\$83,699.18 CITY, \$32,664.67 DISTRICT MAINTENANCE)

Transfer from: Jackass Gulch at Highline Canal
 Project No. 108255; Agreement No.20-08.21;
 Amount: \$650,000.00 (\$325,000.00 CITY, \$325,000.00 DISTRICT)

Transfer from: Little's Creek at Caley to Gallup
 Project No. 108756; Agreement No. 25-02.15;
 Amount: \$140,000.00 (\$70,000.00 CITY, \$70,000.00 DISTRICT)

D. Based on total PROJECT costs, the maximum percentage and dollar contribution by each party shall be:

CAPITAL IMPROVEMENT FUNDING				
	Percentage Share	Previously Contributed	Additional Contribution	Maximum Contribution
DISTRICT	19.99%	\$2,391,249.38	\$280,000.00	\$2,671,249.38
CITY	80.01%	\$10,691,107.57	-0-	\$10,691,107.57
TOTAL	100.00%	\$13,082,356.95	\$280,000.00	\$13,362,356.95

MAINTENANCE FUNDING				
	Percentage Share	Previously Contributed	Additional Contribution	Maximum Contribution
DISTRICT	100%	\$432,664.67	-0-	\$432,664.67
TOTAL	100%	\$432,664.67	-0-	\$432,664.67

TOTAL FUNDING			
	Capital	Maintenance	Total Maximum Contribution
DISTRICT	\$2,671,249.38	\$432,664.67	\$3,103,914.05
CITY	\$10,691,107.57	-0-	\$10,691,107.57
TOTAL	\$13,362,356.95	\$432,664.67	\$13,795,021.62

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 (CITY - \$10,691,107.57; DISTRICT - \$3,103,914.05) 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 FIFTH 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

By: _____

Name Kyle Schlachter

Title: Mayor

Date: _____

ATTEST:

City Clerk
Colleen Norton

APPROVED AS TO FORM:

City Attorney
Reid Betzing

Checked By

Checked By