

CITY OF WHEAT RIDGE, COLORADO
RESOLUTION NO. 11
Series of 2015

TITLE: A RESOLUTION AMENDING AN INTERGOVERNMENTAL AGREEMENT WITH THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT AND THE REGIONAL TRANSPORTATION DISTRICT FOR THE CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR THE ARVADA CHANNEL, BETWEEN MILLER AND OAK STREET AND THE APPROVAL OF A SUPPLEMENTAL BUDGET APPROPRIATION IN THE AMOUNT OF \$350,000

WHEREAS, the City Council wishes to construct the Arvada Channel; and

WHEREAS, the City has negotiated an intergovernmental agreement with the Urban Drainage and Flood Control District and the Regional Transportation District for the local funding of the Project; and

WHEREAS, the City agrees to fund its portion of the share in the amount of \$350,000.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Wheat Ridge, Colorado, as follows:

Section 1. Intergovernmental Agreement Approved. The amendment to Intergovernmental Agreement between the City and the Urban Drainage and Flood Control District and the Regional Transportation District for construction of the Arvada Channel is hereby approved and the Mayor and City Clerk are authorized and directed to execute the same.

Section 2. Budget Amended. The City of Wheat Ridge fiscal year 2015 CIP Budget be amended to transfer an amount of \$350,000 from General Fund undesignated reserves to line item 30-302-800-834 for the Arvada Channel Improvement.

Section 3. Effective Date. This Resolution shall be effective immediately upon adoption.

DONE AND RESOLVED this 9th day of February, 2015.



Joyce Jay, Mayor

ATTEST:



Janelle Shaver, City Clerk



AMENDMENT TO
AGREEMENT REGARDING
CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
ARVADA CHANNEL (MILLER STREET TO OAK STREET)
CITY OF WHEAT RIDGE

Agreement No. 14-08.04A

THIS AGREEMENT, made this _____ day of _____, 2015, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT"), CITY OF WHEAT RIDGE (hereinafter called "CITY"), and REGIONAL TRANSPORTATION DISTRICT (hereinafter called "RTD") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Construction of Drainage and Flood Control Improvements for Arvada Channel (Miller Street to Oak Street" (Agreement No. 14-08.04) dated December 11, 2014; and

WHEREAS, PARTIES now desire to construct drainage and flood control improvements along Arvada Channel (Miller Street to Oak Street); and

WHEREAS, PARTIES desire to increase the level of funding by \$500,000; and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. 71, Series of 2014); and

WHEREAS, the City Council of CITY, the Board of Directors of RTD, 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 4. PROJECT COSTS AND ALLOCATION OF COSTS is deleted and replaced as follows:

4. 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. Construction of improvements;
2. Contingencies mutually agreeable to PARTIES.

B. It is understood that PROJECT costs as defined above are not to exceed \$2,695,820 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>ORIGINAL</u>
1. Construction*	\$2,506,200	\$1,996,200
2. Contingency (7.6%)	189,620	199,620
Grand Total	\$2,695,820	\$2,195,820

* It is anticipated that additional monies may be added in future years by amendment. 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	29.6%	\$ 647,178	\$150,000	\$ 797,178
CITY	14.8%	\$ 48,642	\$350,000	\$ 398,642
RTD	55.6%	\$1,500,000	-0-	\$1,500,000
TOTAL	100.00%	\$2,195,820	\$500,000	\$2,695,820

The percentages listed above are for reference only, and do not provide any basis for how additional funding will be provided. RTD's maximum contribution for PROJECT shall not exceed \$1,500,000.

2. Paragraph 5. MANAGEMENT OF FINANCES is deleted and replaced as follows:

5. 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 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 Board approval.

The payments by CITY and DISTRICT 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 CITY and DISTRICT 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 (Paragraph 13).

DISTRICT shall provide CITY and DISTRICT contributions to RTD within 30 days of RTD giving Notice to Proceed to PROJECT contractor. Execution of a Work Order shall qualify as Notice to Proceed.

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, CITY and DISTRICT shall receive a share of such monies, which shares shall be computed as were the original shares; or, at CITY request, CITY share of remaining monies shall be transferred to another special fund held by DISTRICT.

3. All other terms and conditions of Agreement No. 14-08.04 shall remain in full force and effect.
WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT

(SEAL)

ATTEST:

By _____

Title Executive Director

Date _____

(SEAL)

ATTEST:

Janelle Shaver

APPROVED AS TO FORM:

[Signature]
CITY Attorney



CITY OF WHEAT RIDGE

By [Signature]

Title Mayor

Date 2/9/15

REGIONAL TRANSPORTATION DISTRICT

By [Signature]

Title General Manager

Date 1/7/2015

APPROVED AS TO FORM:

[Signature]
RTD Associate General Counsel