

RESOLUTION NO. 2264

**A RESOLUTION OF THE GOLDEN CITY COUNCIL  
APPROVING AN AGREEMENT BETWEEN THE CITY OF  
GOLDEN AND URBAN DRAINAGE FLOOD CONTROL  
DISTRICT REGARDING FINAL DESIGN, RIGHT OF WAY  
ACQUISITION AND CONSTRUCTION OF DRAINAGE AND  
FLOOD CONTROL IMPROVEMENTS FOR WEST FORK OF  
KINNEY'S RUN FROM 23<sup>RD</sup> STREET TO 24<sup>TH</sup> STREET**

WHEREAS, the City of Golden and Urban Drainage and Flood Control District (UDFCD) wish to jointly make flood improvements to the Kinney's Run drainage from 23<sup>rd</sup> through 24<sup>th</sup> Streets in Golden; and

WHEREAS, the City and UDFCD wish to define financial commitments and design and construction responsibilities associated with this project; and

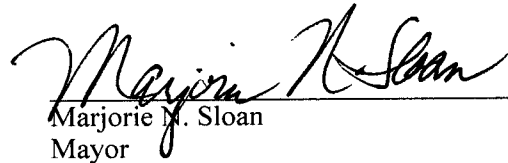
WHEREAS, the City and UDFCD agree that the improvements are consistent with the adopted Kinney Run Flood Plain Master Plan; and

WHEREAS, the City and UDFCD are committed to constructing this project in 2013 and finishing in 2014.

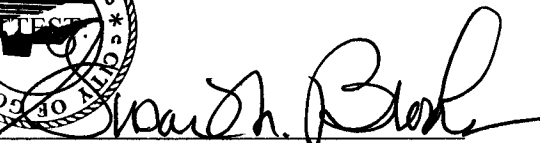
THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:

The agreement between the City Of Golden and Urban Drainage and Flood Control District regarding final design, right of way acquisition and construction of drainage and flood control improvements for West Fork of Kinney's Run from 23rd Street to 24th Street, City of Golden, is approved in substantially the form as attached hereto. The Mayor is authorized to sign the agreement on behalf of the City

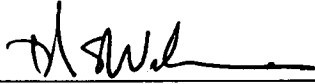
Adopted the 9<sup>th</sup> day of May, 2013.

  
\_\_\_\_\_  
Marjorie N. Sloan  
Mayor



  
\_\_\_\_\_  
Susan M. Brooks, MMC  
City Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
David S. Williamson  
City Attorney

I, Susan M. Brooks, City Clerk of the City of Golden, Colorado, do hereby certify that the foregoing is a true copy of a certain Resolution adopted by the City Council of the City of Golden, Colorado at a rescheduled regular business meeting thereof held on the 9<sup>th</sup> day of May, 2013.



ATTEST:



\_\_\_\_\_  
Susan M. Brooks, City Clerk of the City of  
Golden, Colorado

AMENDMENT TO  
AGREEMENT REGARDING  
FINAL DESIGN, RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION  
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR  
WEST FORK KENNEYS RUN FROM 23<sup>RD</sup> STREET WEST TO 24<sup>TH</sup> STREET  
CITY OF GOLDEN

AGREEMENT NO. 12-03.08A

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT") and CITY OF GOLDEN (hereinafter called "CITY") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Final Design, Right-of-Way Acquisition and Construction of Drainage and Flood Control Improvements for West Fork Kenneys Run from 23<sup>rd</sup> Street west to 24<sup>th</sup> Street" (Agreement No. 12-03.08) dated June 27, 2012; and

WHEREAS, PARTIES now desire to complete the final design and begin construction; and

WHEREAS, PARTIES desire to increase the level of funding by \$800,000; and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. \_\_, Series of 2013); 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 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. 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 \$900,000 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. Final Design	\$150,000	\$100,000
2. Right-of-way	50,000	-0-
3. Construction	700,000 *	-0-
4. Contingency	-0- *	-0-
Grand Total	\$900,000	100,000

\* It is anticipated that additional monies shall 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	50.00%	\$ 50,000	\$400,000	\$450,000
CITY	50.00%	\$ 50,000	\$400,000	\$450,000
TOTAL	100.00%	\$100,000	\$800,000	\$900,000

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 one-half 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.

Payment of each party's full share (CITY - \$450,000; DISTRICT - \$450,000) 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 (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares.

3. All other terms and conditions of Agreement No. 12-03.08 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)

By \_\_\_\_\_

ATTEST:

Title Executive Director

\_\_\_\_\_

Date \_\_\_\_\_

CITY OF

(SEAL)

By \_\_\_\_\_

ATTEST:

Title \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

CITY Attorney

