

**RESOLUTION NO. 24-40**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO APPROVING A SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CASTLE PINES AND THE CASTLE PINES NORTH METROPOLITAN DISTRICT REGARDING THE OPERATION, MAINTENANCE AND TRANSFER OF RECREATION PROPERTIES**

WHEREAS, C.R.S. § 29-1-203, as amended from time to time, authorizes the City of Castle Pines ("City") and the Castle Pines North Metropolitan District ("District") as local governments to cooperate and contract with one another regarding the functions, services and facilities each is authorized to provide; and

WHEREAS, the City and the District entered into that certain Intergovernmental Agreement Regarding the Operation, Maintenance and Transfer of Recreation Properties dated March 28, 2023, as amended by that certain First Amendment to Intergovernmental Agreement (together, the "Parks IGA"); and

WHEREAS, pursuant to the Parks IGA, the City and District have agreed to transfer ownership and operation of the District's parks, open space, trails and recreation facilities, buildings and associated improvements ("Recreation Properties") from the District to the City with the District retaining or accepting easements and rights-of-way from the City necessary for the District's continued operation, maintenance, installation and upgrades of water and wastewater improvements; and

WHEREAS, the District has contracted with Level Engineering, LLC, a Colorado limited liability company, to provide services related to the conveyance of the Recreation Properties, including preparing conveyance and easement descriptions and drawings; and

WHEREAS, the City and District desire to enter into a Second Amendment to the Parks IGA to memorialize their agreement to equally share the costs incurred to identify, prepare for and transfer the Recreation Properties from the District to the City ("Second Amendment"); and

WHEREAS, the City Council desires to approve the Second Amendment and further desires to delegate authority to the Mayor to execute the Second Amendment.

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

**Section 1.** The City Council hereby: (1) approves the Second Amendment between the City and the District in substantially the same form as attached to this Resolution as **Exhibit A**, subject to minor modifications approved by the City Attorney that do not increase the obligations of the City; (2) authorizes the City Manager and his designees to take whatever action is necessary to implement the terms of the Second Amendment; and (3) authorizes the Mayor to execute the Second Amendment once in final form.

**Section 2.** This Resolution shall be effective immediately upon approval of the City Council of the City of Castle Pines.

**INTRODUCED, READ, AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES BY A VOTE OF 4 IN FAVOR, 0 AGAINST, AND 3 ABSENT THIS 25TH DAY OF JUNE, 2024.**



ATTEST:

By: *Tobi Duffey*  
Tobi Duffey, MMC, City Clerk

By: *Tracy Engerman*  
Tracy Engerman (Jun 26, 2024 19:26 MDT)  
Tracy Engerman, Mayor

Approved as to Form:

By: *Linda C Michow*  
Linda Michow, City Attorney

**EXHIBIT A**  
**SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT**

**SECOND AMENDMENT  
TO  
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CASTLE PINES  
AND CASTLE PINES NORTH METROPOLITAN DISTRICT  
REGARDING OPERATION, MAINTENANCE AND TRANSFER OF RECREATION  
PROPERTIES**

This **SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT** (the "Second Amendment") is entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **CASTLE PINES NORTH METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District") and the **CITY OF CASTLE PINES**, a Colorado home rule municipality (the "City"), (collectively referred to herein as the "Parties" or each individually as a "Party").

**RECITALS**

**WHEREAS**, the Parties entered into an Intergovernmental Agreement between the City of Castle Pines and Castle Pines North Metropolitan District Regarding Operation, Maintenance and Transfer of Recreation Properties dated March 28, 2023 (the "IGA"); and

**WHEREAS**, the Parties entered into that certain First Amendment to Intergovernmental Agreement, dated \_\_\_\_\_, 2023, (the "First Amendment," together with the IGA, the "Parks IGA") extending the deadlines in the original agreement; and

**WHEREAS**, pursuant to the Parks IGA, the City and District have agreed to transfer ownership and operations of the District's parks, open space, trails and recreation facilities, buildings and associated improvements and fixtures ("Recreation Properties") from the District to the City with the District withholding or receiving easements and rights-of-way necessary for sanitary sewer improvements; and

**WHEREAS**, the District has contracted with Level Engineering and Inspection to survey as necessary and prepare conveyance and easement descriptions and drawings and will incur the costs associated with the conveyances, including the preparation of easement documents and conveyance documents; and

**WHEREAS**, the Parties desire to update the Parks IGA to memorialize their agreement to share equally the costs incurred to identify properties, prepare for and transfer the Recreation Properties from the District to the City:

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

## COVENANTS AND AGREEMENTS

**A. COST SHARING.** There shall be and hereby is added to the end of ARTICLE 4 TRANSFER/ACQUISITION OF RECREATION PROEPRTIES of the Parks IGA the following paragraph B. 5.

5. *Cost Sharing.* All costs associated with the Conveyance of Real Property Interests incurred by the District to satisfy the obligations contained in paragraph B. (excluding subparagraphs 1, 2, 3 and 4) will be shared by the Parties equally, including the costs identified in the attached Scope of Work for Level Engineering. Additional costs not identified in the Scope of Work but not assigned a value will include legal, title commitments, recording fees etc. if any. The City may utilize funds previously received from the Transfer of Funds described in ARTICLE 3 to pay its share of the costs. The City Manager and District Manager will determine the process for timely invoicing and payment from the City to the District or to the contractors.


**B. IGA TERMS REAFFIRMED.** Except as amended hereby, all the terms and provisions of the IGA shall remain in full force and effect.

**C. COUNTERPARTS.** This Second Amendment may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

**IN WITNESS WHEREOF,** the Parties have caused this Second Amendment to be executed as of the day and year first above written. By signature of its representatives below, each party affirms it has taken all necessary action to authorize said representative to execute this Second Amendment.

**[Signature Pages to Follow]**

**CASTLE PINES NORTH METROPOLITAN  
DISTRICT**

By:   
Its: \_\_\_\_\_

**ATTEST:**



**CITY OF CASTLE PINES**

By:  
Its:

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ATTEST:

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TASK ORDER #1  
 CASTLE PINES NORTH METRO DISTRICT  
 PARCEL TRANSFER PROJECT  
 4/8/2024

Scope	Item	Estimated Unit Price	Estimated Quantity	Item Cost
Professional Land Survey	LSP - under 2 ac	\$ 3,500.00	5	\$17,500.00
	LSP - 3 to 5 ac	\$ 6,000.00	1	\$6,000.00
	LSP - 5 to 9 ac	\$ 8,500.00	1	\$8,500.00
	LSP - 10 to 15 acres	\$ 15,000.00	1	\$15,000.00
	LSP - over 15 acres	\$ 20,000.00	1	\$20,000.00
	Easements	\$ 850.00	9	\$7,650.00
	Survey Control Network Field Work	\$ 7,000.00	1	\$7,000.00
	Geodetic Positioning Continuity Equip	\$ 24,225.00	1	\$24,225.00
	Design Surveys	\$ 3,500.00	0	\$-
	Additional Field Time	\$ 150.00	16	\$2,400.00
	Additional Office Time / Meetings	\$ 150.00	16	\$2,400.00
<b>Survey subtotal</b>				<b>\$ 110,675.00</b>
Utilities	SUE Locate Services	\$ 150.00	60	\$9,000.00
	Level D Mapping Research	\$ 150.00	8	\$1,200.00
	Utility Test Holes	\$ 900.00	20	\$18,000.00
	GPR Services	\$ 250.00	8	\$2,000.00
<b>Utilities subtotal</b>				<b>\$ 30,200.00</b>
Title Work + PM Fees	Title Work	\$ 2,500.00	99	\$247,500.00
	Survey Project Management	\$ 22,135.00	1	\$22,135.00
	Utility Project Management	\$ 6,040.00	1	\$6,040.00
<b>Engineering subtotal</b>				<b>\$ 275,675.00</b>
<b>TOTAL TASK ORDER #1 AMOUNT DUE</b>				<b>\$ 416,550.00</b>

*Note: Level Engineer's incurred hourly rates for work is not included in this advance payment request. Level's time will continue to be billed at the end of month for completed work each month.*

ESTIMATES ARE BASED ON THE PARCEL TRACKER TAB AND BASED ON PRELIMINARY REVIEW WITH DISTRICT

AUTHORIZATION OF DISTRICT REPRESENTATIVE :

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