

RESOLUTION NO. 09 - 26

A RESOLUTION APPROVING AN ADDENDUM TO THE INTERGOVERNMENTAL AGREEMENT AMONG THE CITY OF COLORADO SPRINGS, COLORADO, ON BEHALF OF ITS ENTERPRISE COLORADO SPRINGS UTILITIES, FOREST LAKES METROPOLITAN DISTRICT, AND TRIVIEW METROPOLITAN DISTRICT FOR CONSTRUCTION COST SHARING FOR THE NORTHERN MONUMENT CREEK INTERCEPTOR

WHEREAS, the City of Colorado Springs (the "City"), on behalf of its enterprise Colorado Springs Utilities ("Utilities"), is authorized to enter into intergovernmental agreements with other Colorado governmental entities for the provision of any function or service with the approval of the City Council; and

WHEREAS, the City, Forest Lakes Metropolitan District ("Forest Lakes"), and Triview Metropolitan District ("Triview") (collectively, the "Participants") entered into the Intergovernmental Agreement for Construction Cost Sharing for the Northern Monument Creek Interceptor (the "IGA") on February 25, 2025; and

WHEREAS, pursuant to the IGA, Utilities has obtained a Guaranteed Maximum Price (the "GMP") for construction of the NMCI, and the Participants agree that the GMP is reasonable; and

WHEREAS, the Participants desire to enter into an addendum to the IGA documenting the Participants' agreement to move forward with construction of the NMCI.

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

Section 1. The City Council hereby approves the attached addendum to the IGA.

Section 2. The Chief Executive Officer of Utilities is authorized to enter into the addendum to the IGA in a form substantially similar to that attached hereto.

Section 3. This Resolution shall be in full force and effect immediately upon its adoption.

Dated at Colorado Springs, Colorado this 24th day of February 2026.

ATTEST:



Lynette Crow-Iverson, Council President



Sarah B. Johnson, City Clerk



Addendum to Intergovernmental Agreement for Construction Cost Sharing for the Northern Monument Creek Interceptor

This Addendum to the Intergovernmental Agreement for Construction Cost Sharing for the Northern Monument Creek Interceptor (Addendum) is entered into as of the date of the last signature below, by and between the following parties (each of whom is a Participant and are collectively referred to as the Participants): the City of Colorado Springs, Colorado, a Colorado home rule city and municipal corporation, acting by and through its enterprise, Colorado Springs Utilities (Utilities); Forest Lakes Metropolitan District (Forest Lakes), a quasi-municipal corporation and political subdivision in the State of Colorado; and Triview Metropolitan District (Triview), a quasi-municipal corporation and political subdivision in the State of Colorado. Forest Lakes and Triview are each a Northern Entity and are collectively referred to as the Northern Parties.

Recitals

- A. The Participants entered into the Intergovernmental Agreement for Construction Cost Sharing for the Northern Monument Creek Interceptor (IGA) on February 25, 2025.
- B. After the IGA became effective, Utilities executed an amendment to its Professional Services Agreement with HDR Engineering, Inc., to provide for continuation of the NMCI Design Services Project to 100% design.
- C. When the NMCI Design Services Project reached 90% design, Utilities issued a request to Garney Companies, Inc., the CM/GC for the NMCI Construction Project, for a guaranteed maximum price (GMP); provided each Northern Entity with a proposed Wastewater Services Agreement for the Northern Entity's review and comment; and provided the Northern Entities with notice of the GMP.
- D. The Participants desire to memorialize their agreement that the GMP is reasonable and that they agree to move forward with the NMCI Construction Project.

Agreement

NOW, THEREFORE, in consideration of the mutual undertakings herein contained and the mutual benefits to the Participants, the receipt and sufficiency of which is acknowledged, the Participants agree as follows:

- 1. The Participants agree that the CM/GC's GMP for the NMCI Construction Project is reasonable, and they agree to move forward with the NMCI Construction Project and share the Construction Costs in accordance with Section 5(d) of the IGA.
- 2. Utilities will, subject to any restrictions in the Colorado Springs City Charter, Colorado Springs City Code, and Utilities' rules and regulations, execute a separate Wastewater Services Agreement with each Northern Entity documenting the Northern Entity's contractual entitlement to the use of the NMCI and Utilities' responsibility to provide Wastewater Services to each Northern Entity.

3. Utilities will execute an amendment to the Construction Agreement authorizing the CM/GC to proceed with construction of the Northern Monument Creek Interceptor.
4. Upon completion the NMCI Construction Project, Utilities will retain all title to and ownership of the NMCI. Each Participant will have an equitable interest in the capacity of the NMCI in the amount of that Participant's Cost Share; however, if a Participant does not pay its full Cost Share, that Participant's equitable interest in the capacity of the NMCI will be reduced to the percentage share of the Construction Costs the Participant actually paid.
5. Except to the extent as amended hereby, all other terms of the Agreement shall remain the same and are hereby ratified and affirmed by the Participants.
6. In the event of a conflict between the Agreement and this Addendum, the terms and conditions of this Addendum shall prevail.

IN WITNESS WHEREOF, this Addendum has been duly authorized and executed by the officers authorized thereunto, on the dates shown below for each Participant.

Colorado Springs Utilities,
an enterprise of the City of Colorado Springs, a
Colorado home rule city and municipal corporation

By: _____
Travas Deal
Chief Executive Officer

Date: _____

Approved as to form:

Forest Lakes Metropolitan District

By: _____

Date: _____

Attest:

Triview Metropolitan District

By: _____

Date: _____

Attest:
