

**FIRST AMENDMENT TO
PROJECT FUNDING AGREEMENT FOR GLOBEVILLE
IMPROVEMENTS**

THIS FIRST AMENDMENT TO PROJECT FUNDING AGREEMENT FOR GLOBEVILLE IMPROVEMENTS (“First Amendment”) is made and entered into by and among **ADAMS COUNTY, COLORADO** (the “County”), the **CITY AND COUNTY OF DENVER**, a municipal corporation and home rule city of the State of Colorado (the “City”) and the **DENVER URBAN RENEWAL AUTHORITY**, a body corporate duly organized and existing as an urban renewal authority under the laws of the State of Colorado (“DURA”), each a “Party” and collectively the “Parties.”

RECITALS:

A. The Parties entered into that Project Funding Agreement for Globeville Improvements executed on or about August 29, 2022 (the “Agreement”) concerning the implementation of the projects described in the Urban Redevelopment Plan, as that term is defined in the Agreement; and

B. Subsequent to the execution of the Agreement, the Parties wish to amend **Exhibit 6** to the Agreement to further describe the scope of the work described under the City Project category “51st Avenue and Washington Intersection Right of Way,” as that term is defined in the Agreement; and

C. Rather than enter into a new contract, the Parties desire to revise the terms and conditions of the Agreement as they previously existed to replace and restate **Exhibit 6**, as originally attached to the Agreement, with the attached **Exhibit 6A** and to make any further or additional revisions as provided herein, all for the purpose of business continuity.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Unless otherwise defined herein, all capitalized terms described in this First Amendment shall have the meaning ascribed in the Agreement.

2. The ninth recital to the Agreement shall be restated and replaced in its entirety with the following:

“WHEREAS, the projects to further the Urban Redevelopment Plan include projects to be proposed by the City, agreed to by the County and approved by DURA pursuant to this Agreement (the “City Projects”), which include: (1) roadway construction of 54th Avenue from Washington Street to Franklin Street; (2) multi-use pedestrian and bicycle improvements to 51st Avenue between the South Platte Trail and Washington Street; (3) intersection improvements at the intersection of 51st Avenue and Washington Street and the construction of new multimodal improvements along 51st Avenue from Washington Street to Emerson Street; and (4) wayfinding along Washington Street between I-70 interchange and 58th Avenue; and”

3. The definition of “City Project” or “City Projects” in Section 1 of the Agreement shall be restated and replaced in its entirety with the following:

““City Project” or “City Projects” means projects to be proposed by the City and as agreed to by the County, consisting of: (1) roadway construction of 54th Avenue from Washington Street to Franklin Street; (2) multi-use pedestrian and bicycle improvements to 51st Avenue between the South Platte Trail and Washington Street; (3) intersection improvements at the intersection of 51st Avenue and Washington Street and the construction of new multimodal improvements along 51st Avenue from Washington Street to Emerson Street; and (4) wayfinding along Washington Street between I-70 interchange and 58th Avenue; and approved pursuant to the process described in Section 3 below.”

4. A new Section 7.24 shall be incorporated into the Agreement as follows:

“Section 7.24 Compliance with Denver Wage Laws. To the extent applicable to the provision of services hereunder within the boundaries of the City, the Parties shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the

City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and City law in accordance with the foregoing D.R.M.C. sections. By executing this Agreement, the Parties expressly acknowledge that the Parties are aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Parties, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. sections shall result in the penalties and other remedies authorized therein."

5. **Exhibit 6**, as attached to the Agreement, shall be replaced and restated in its entirety with **Exhibit 6A**, as hereto and incorporated herein by reference. All references to **Exhibit 6** in the Agreement shall be automatically amended to instead refer to **Exhibit 6A**.

6. Except as explicitly herein amended, the Agreement continues in effect, and is affirmed and ratified in each and every particular.

7. This First Amendment will not be effective or binding upon the City until it has been fully executed by all required signatories of the City and County of Denver and, if required by the City Charter, approved by the City Council.

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[SIGNATURE PAGES TO FOLLOW]

Contract Control Number: FINAN-202580861-01
Legacy Number: 202263769-01
Contractor Name: DENVER URBAN RENEWAL AUTHORITY AND
ADAMS COUNTY

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Legacy Number:
Contractor Name:
ADAMS COUNTY

FINAN-202580861-01
202263769-01
DENVER URBAN RENEWAL AUTHORITY AND

By: See Attached Signature Pages

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY

Jimmy S. Balle
Chair

8/12/25
Date

ATTEST:
CLERK AND RECORDER

Ethania K
Clerk

Approved as to form:

William W. Jaggaer
Adams County Attorney's Office

Nancy Higgins
MRS
MR

Exhibit 6A

City Project Original Scope

54th Avenue Improvements:

General Description: Design and reconstruction of 54th Avenue between Washington and Franklin, including intersection improvements at 54th and Washington

Original Scope: Roadway reconstruction and intersection safety, capacity and operational improvements, including drainage improvements, curb, gutter, and sidewalk. In addition, due to the close proximity of the improvements, a traffic study will be performed for the 55th Avenue intersection.

Wayfinding:

General Description: Wayfinding signage to promote industrial, commercial and retail uses and historic interpretive signage, all along Washington Street corridor including within the urban redevelopment plan area.

Original Scope: Design and installation of wayfinding and placemaking signage to denote important landmarks and historical places in both Adams County and Denver, and highlight connections to the South Platte River Trail, the N Line Transit Station and other nearby amenities such as Heron Pond/Heller/Carpio-Sanguinette Park.

51st Avenue Multi-modal Improvements

General Description: Multimodal connection from 51st Avenue bridge over the South Platte the Washington and 51st Avenue intersection.

Original Scope: Construction of a new mobility improvements, which may include a wide multi-use path, sidewalks and/or bike lanes, from the National Western Center bridge landings to Washington Street along 51st Avenue.

51st Avenue & Washington Intersection Right of Way

General Description: Acquisition of necessary right-of-way to (i) realign the intersection of Washington and 51st Avenue and (ii) construct new multi-modal improvements along 51st Ave. from Washington St. to Emerson St

Original Scope: The intersection at 51st Avenue and Washington will be realigned and a new traffic signal will be installed to meet new standards to enhance safety and operations. This project will include the acquisition of right-of-way to achieve the scope of the project. In addition, acquisition of right-of-way along 51st Avenue is necessary in order to construct a portion of the 51st Avenue Multi-modal Improvements described above.