

AGENDA

**CITY COUNCIL MEETING
CITY OF WHEAT RIDGE, COLORADO
7500 WEST 29TH AVENUE, MUNICIPAL BUILDING**

November 27, 2017
7:00 p.m.

Individuals with disabilities are encouraged to participate in all public meetings sponsored by the City of Wheat Ridge. Call Sara Spaulding, Public Information Officer, at 303-235-2877 at least one week in advance of a meeting if you are interested in participating and need inclusion assistance.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL OF MEMBERS

APPROVAL OF Study Session Notes of October 16, 2017

PROCLAMATIONS AND CEREMONIES

HEAL Level 3 Presentation
Presentation of 2017 Carnation Festival Plate

CITIZENS' RIGHT TO SPEAK

- a. Citizens, who wish, may speak on any matter not on the Agenda for a maximum of 3 minutes and sign the Public Comment Roster.
- b. Citizens who wish to speak on Agenda Items, please sign the GENERAL AGENDA ROSTER or appropriate PUBLIC HEARING ROSTER before the item is called to be heard.
- c. Citizens who wish to speak on Study Session Agenda Items, please sign the STUDY SESSION AGENDA ROSTER.

APPROVAL OF AGENDA

1. CONSENT AGENDA

- a) Resolution 43-2017 – Supporting reauthorization by the General Assembly of the Colorado Lottery Division in 2018
- b) Motion to adopt the 2018 City Council Meeting Calendar

CONSENT AGENDA (cont.)

- c) Resolution 44-2017 – amending the Fiscal Year 2017 General Fund Budget to reflect the approval of a Supplemental Budget Appropriation in the amount of \$350,000 for hailstorm repairs to City facilities and vehicles

PUBLIC HEARINGS AND ORDINANCES ON SECOND READING

- 2. Council Bill 18-2017 – amending Chapter 5 and Section 16-115 of the Wheat Ridge Code of Laws to authorize temporary waivers from the limitation on hours of construction activity

ORDINANCES ON FIRST READING

- 3. Council Bill 20-2017 – Approving a Radio Tower Space License Agreement between the City and DMR Networks, Inc.
- 4. Council Bill 21-2017 – Amending 22-66 of the Wheat Ridge Code of Laws regarding Use Tax applied to construction equipment and credit for Sales or Use Tax previously paid to another municipality

DECISIONS, RESOLUTIONS AND MOTIONS

- 5. Resolution 41-2017 – approving Addendum #1 to the Intergovernmental Agreement by and between the City of Lakewood, the City of Wheat Ridge and the West Metro Fire Protection District for the Use and Maintenance of a Radio Communications System
- 6. Motion to approve payment to Motorola Solutions Inc. in the amount of \$137,836.40 for the purchase of fifty-two (52) APX-6500 Mobile Radios and Accessories
- 7. Motion to award Contract to Barker Rinker Seacat Architecture in the amount of \$352,255 for Anderson Park Renovation Design and Construction Documents
- 8. Motion to award a Contract for Professional Services in the amount of \$865,683 to AECOM Technical Services, Inc., Greenwood Village, CO, for the initial period of December 1, 2017- December 31, 2018 for ongoing program management services for the Investing 4 The Future Program

CITY MANAGER'S MATTERS

CITY ATTORNEY'S MATTERS

ELECTED OFFICIALS' MATTERS

ADJOURNMENT

STUDY SESSION NOTES

CITY OF WHEAT RIDGE, COLORADO

City Council Chambers 7500 W. 29th Avenue

October 16, 2017

Mayor Joyce Jay called the Study Session to order at 6:32p.m.

Council members present: Monica Duran, Zachary Urban, George Pond, Kristi Davis, Tim Fitzgerald, Larry Mathews

Absent: Genevieve Wooden (excused); Janeece Hoppe (excused)

Also present: City Clerk, Janelle Shaver; City Manager, Patrick Goff; Administrative Services Director, Heather Geyer; Parks and Recreation Director, Joyce Manwaring; Community Development Director, Kenneth Johnstone; guests and interested citizens

CITIZEN COMMENT ON AGENDA ITEMS

Dick Orcutt (WR) spoke in favor of keeping the baseball field at Anderson Park. He has coached college baseball for 32 years and was an assistant coach at WRHS in the 1990's. He believes taking the park and destroying the baseball site may be a mistake later on. He reminded Council this park was purchased when Hank Stites was mayor specifically for the purpose of being a baseball park. It is suitable for 14 year olds up to adults. It is a beautiful setting and doesn't interfere with other activities in the park. If cost for maintenance is an issue, there are organizations like the USAAA baseball that would buy and maintain the field. He doesn't know if that information was ever brought out. He noted that this past weekend there were high school teams from across the nation that competed at WRHS and Anderson Park, showcased by college coaches and some professional scouts. He doesn't think lights are mandatory, but he noted it is one of the few lighted parks in the area and they are getting more scarce. He realizes the time is close, but he hopes that more information could be included. There are many folks who would like to keep the baseball field, and he's not sure the research and study that was paid for with tax dollars covered that part of it. He would like to be advised of anything that can be done in the future to carry this further.

Guy Namiach (WR), a Parks Commission member, said they saved the big bang for Anderson Park. They spent the last 4½ months doing community meetings – including three full blown community meetings, personalized invitations, and the key park users. They brought in the community and asked them what they wanted for various amenities and uses. They came back with different drawings and even created a special oversight committee to honor the voters for their support of the 2E initiative.

- 1.** Staff Report(s) (See added new Agenda Item 5)

2. Anderson Park Preferred Concept Plan – Joyce Manwaring
 Joyce Manwaring reported that in March 2017 a contract was awarded to Barker Rinker Seacat and MIG for a concept plan and design based on public input. She said diligence was given to amenities; there were focus groups, an open house, a pop-up event, and a community meeting last week. The handouts include input from the community meeting and a letter she received at the community meeting about the lack of a baseball field. She noted the presentation would include location and design of amenities/buildings and costs. She is looking for direction from Council. The Preferred Design is scheduled for Council's approval by resolution next Monday, followed by contracts, bidding and the construction process.

Ms. Manwaring introduced **Paul Kuhn** and **Samantha Suter** from MIG and **Craig Bouck** from Barker Rinker Seacat, noting Craig was the lead architect for the Recreation Center.

Paul Kuhn explained MIG is a firm of landscape architects and park planners, while Barker, Rinker, Seacat did the design work for the Anderson Building and bathhouse.

Public Outreach Process ~ Samantha Suter

- Four focus groups were organized by interest (June 7-8); public open house June 8
 - 1) Building, pool and park users
 - 2) Residents, local business owners and other stakeholders
 - 3) Special event organizers
 - 4) Park staff
- A Master Plan Advisory Group comprised of city staff and citizens reviewed plans twice during the design process.
- A pop-up community workshop was held at the Concerts in the Park on August 2.
- A final community workshop was held last week. Summary of comments provided.
- The past month or two emails were received from the bike advocacy group.
- Public outreach by City staff included the City website, Facebook, posters at the Rec Center and Anderson Bldg, and an email sent to the Parks distribution list (approx. 4,500 contacts)
- She highlighted some specific input from the focus groups regarding design options.
- The Open House had parks stations, building stations and comment sheets. Concepts were shown and feedback was taken on preferences for park elements. She went through several of the preferred elements and considerations.
- The pop-up workshop at the Hot tomatoes concert had two locations – at the concert site and at the Anderson Bldg. There were stations for the Anderson Bldg, park concepts, park amenities, general comments.
 - Three park designs were provided. Choice 1 received 11 votes, Choice 2 received 6 votes; Choice 3 had 3 votes.
 - More folks preferred keeping the performance stage where it is.
 - People provided ideas for amenities if money was available.
 - Reinforced concern for the issues of bathrooms, circulation, making what we have functional, and safety.

Preferred Concept Plan ~ Paul Kuhn

- The Preferred Concept Plan was guided by bond promises and public outreach.
 - There was a collaborative design process with staff and digital design charrettes.
 - Critical infrastructure was addressed (water line, parking) along with maintenance, operational capabilities, and floodplain considerations.
 - He went through a park map highlighting existing, improved, and new features.
- Anderson/Admin. Building Enhancements include refurbished/reconfigured parking, improved parking access, bus parking, Anderson Bldg drop-off and entry plaza
- Multi-Use Field: Natural grass; “table top” design
- Performance stage/group picnic concept is a dual use stage/shelter, raised 2’ to 3’, with lawn seating and shade trees
- Cost estimates include all demo and removal, site prep, parking lot upgrades, constructing the new pavilion, added sidewalks and trails, building the new multi-use field, upgrade of infrastructure, targeted upgrades for landscaping and amenities, contingencies, fees and permits, design fees, and soft costs.
- Current cost estimates total \$2.33M.
- Bid alternates (if funds are available) include
 - Expanded play area and 24 x 24 picnic shelter (\$204K)
 - 8” sidewalk at south parking lot and east of audience viewing area (\$47K)
 - 24 x 24 picnic shelter at southwest corner of multi-use field (\$68K)

Anderson Building Renovation ~ Craig Bouck

The design goal was to modernize and optimize use of three areas – the pool/bathhouse, the Anderson Building, and the link between the two.

- Bones of the building are useable. Mechanicals need no attention.
- *Locker rooms*: gut them and remodel; reorganize existing space to increase capacity; replace guard area with cabana restrooms; addition of small space on the west side for the guard room
- *Link*: use for reception desk; provide some air conditioning from the fitness room
- *Anderson Building*: fitness room to remain with some upgrades; remove two restrooms and replace with one; create lobby space; old admin area (right of new lobby) to be a multipurpose room; upgrade of gym to include new roof, removal of sky lights, windows added to high side of gym for natural light; new floor
- Exterior of Anderson Bldg.: Replace metal siding with new, brighter siding to make all three buildings look like one; install a garage door on east side of gym be festival friendly;
- New lighting throughout the facility. New paint, roofs and signage all around
- Provide shade and seating near the entrance.
- New guard room to be concrete block, painted red to match the Anderson gym; architectural features on pool side wall to resemble a barn

Costs: Mr. Bouck explained how costs were estimated as major or minor renovations, with inflation factored in and the inclusion of hard and soft costs and contingencies.

Present estimate for design and build is \$3,068,320.

- Top priorities are the bathhouse, the link, gym improvements, new lighting and exterior improvements.
- If costs exceed projections, elements would be removed in the following order:
 - 1) No gym windows, 2) Leave bathrooms as is, 3) Not remodel fitness room, 4)

Not do gym lobby, and 5) Not remodel admin/multi-purpose room. These could all be added later.

- If bidding is favorable, we could 1) remodel the outdoor entrance plaza, 2) add outdoor screening to exterior walls of bathhouse, and 3) extend pool fencing to create exterior storage for pool equipment.
- He explained the timeline related to pool opening and the Carnation Festival.
- Start construction September 1, 2018.
- Complete Anderson Building May 1, 2019.
- Complete Anderson Park July 1, 2019.

Council questions

Councilmember Davis appreciates that lots of good outreach was done, but noted it was geared to specific users. Was there outreach or special invitation to the users of the baseball field? ~ She wants our parks to have diversity -- not all look the same.

- Ms. Manwaring said the June outreach was to various types of park users; president of WR area boys baseball attended, but they don't use the field. Current users are the 3rd Level HS baseball (when needed) and the senior men's league who rent and use it March through fall, mostly at night. We reached out to them but they aren't invested in our community; it's a metro-wide league. There is another men's league that would like to use the field, but there isn't time for both leagues.
- All soccer, baseball and softball fields are used to capacity; there is always demand for more fields.
- We always want to meet everyone's needs. This plan is based on input received from residents that attended the focus groups, open house and pop-up event. On park diversity she noted the difficulty of getting people to attend; the concert was a good place to capture what people want. 14 people attended the last community meeting. Great play areas always attract families. WR Cyclery has approached twice for a bike park - which is a future opportunity. Soccer has high participation rate. No, we don't want all parks to look alike, but we want to provide what the public asks for. Our large picnic shelters are rented almost every day from spring into the fall.

Councilmember Urban asked if the consultant was ever asked to offer the public an option that included keeping the baseball field.

- No. Ms. Manwaring noted the ballot wording didn't include removing the baseball field, but all the educational information for the 2E bond issue included removing the baseball field. She added there are area neighbors that complain about the lights.
- Concerning using part of the baseball field for all purpose, Ms. Manwaring advised the area is large enough, but baseball requires a permanent fence. That is kept locked.

Councilmember Urban said his concern is that this appears to be one of the only adult baseball fields in the area, there is significant draw from the regional area – making it an attractor for the economy. He would like to keep the baseball field in the preferred plan.

- Ms. Manwaring noted replacing the lights is \$300K and was unsure of the tradeoff.

Councilmember Mathews asked about the discrepancy between high preference for the bike skills feature, but it's not included.

- Ms. Suter explained the high preference was early in the process, but it was removed from the design options due to cost. It remains a future opportunity.

He asked about the level of use of the fitness room.

- Ms. Manwaring reported it receives high use for programs and classes.

He asked if reference to the flood plain uses the new flood plain map.

- Ms. Manwaring noted the new maps have not been adopted by the City, but it's not a real concern as no major amenities in the park are impacted by the flood plain.

Councilmember Fitzgerald asked if Arvada (Apex) has a men's baseball field and how many softball and soccer fields we will have.

- Ms. Manwaring listed the fields she could remember off the top of her head. She didn't know where the nearest men's baseball field is.

Councilmember Duran asked if the baseball field could be used for anything else.

- Ms. Manwaring replied no, it's a single use field – except for fireworks.

Councilmember Duran had questions about the bike skill facility.

- Mr. Kuhn identified a potential site for it and explained it is mountain bike oriented. There are many cost variables; dirt with jumps ranges from \$30-50K, while a raised facility could be \$75-100K.

Councilmember Duran asked about the public concerns concerning restrooms.

- Ms. Manwaring said that isn't being addressed due to cost. The existing restroom is centrally located and there is a restroom at the Anderson Building.

Councilmember Pond thanked the Parks Commission and the people who participated. Regarding the baseball field, he can't justify so much space devoted to a single use. He could accept a softball field. He's not dead set against letting baseball people enter the discussion, but he doesn't think it's fair to make those who participated come back again to restate their viewpoint.

Further discussion followed.

Councilmember Pond's request for consensus to move forward with the Preferred Plan as presented failed 1-5.

The inclusion of a softball field received 2 votes.

Councilmember Urban asked for consensus to have an alternative design option brought forward that included a regulation baseball field within the park – with an opportunity for future lighting.

Discussion followed.

- Mr. Goff cautioned that considering an alternative design option would change the schedule.
- Ms. Manwaring said the existing lights cannot stay, but it could be a future opportunity
- Councilmember Fitzgerald noted several features he really likes about the design, but is concerned that baseball is being eliminated from the City and there are no other adult baseball fields around here. A member of the audience reported the nearest public adult baseball field is Long Lake Ranch on the way to Boulder.
- Ms. Manwaring received confirmation that no further public input was necessary.

- Paul Kuhn said there is flexibility in the schedule. Detailed cost implications of keeping the baseball field would not be available for Monday night, but would only take a few weeks to a month. He also noted the baseball people who provided input expressed the need for lights and an outfield fence.

There was discussion about the need for lights.

Councilmember Urban's consensus for an alternative design to include a regulation baseball field with an opportunity for future lighting passed 5-1.

Councilmember Davis asked if Council would take further public comment from people who didn't know to sign in.

Rolly Sorrentino (WR), fourth generation in Wheat Ridge, referenced the letter he submitted. He's upset with the process as it appears it was a foregone conclusion that the baseball field would be eliminated. He told Council this property was originally purchased for baseball fields well over 50 years ago; originally there were three fields, now only one – that has been used by several leagues, which he named. He reported being told by the Wheat Ridge Baseball Association, who would like to use the field, that it isn't available. He understands the field is used almost every night in the summer, and the fact that the adult leagues pay to use the field should offset the cost of lights. ~ He is a retired engineer who has built several baseball fields; he offered his services for preservation of the only lighted baseball field in the City. ~ He appreciates the process that happened, but he does know baseball people who didn't know anything about this.

Steve Zinanti (WR), a native of Wheat Ridge, told how he played baseball at Anderson Park. Now he enjoys watching baseball there with his son and grandchildren. He is surprised that a park with so many uses is going to leave baseball out. He would enjoy continuing to spend a summer evening watching baseball there.

3. Construction Hours – Ken Johnstone

In October 2015 City Council adopted an ordinance limiting construction activity generally from 7:00 a.m. to 7:00 p.m. on private property. Prior to that, construction activity was only subject to the noise and public nuisance ordinances. Construction activity in public rights-of-way has long been prohibited from 7:00 p.m. to 7:00 a.m. and on weekends and holidays, with an allowance for the Public Works Director to grant written exceptions. For some major right-of-way construction projects, it has been more convenient to the traveling public if the work can be completed outside of these established hours.

Mr. Johnstone shared some recent considerations.

- The Ashland Reservoir project required continuous pours (concrete), but that was able to occur because of the attending Special Use Permit.
- A large commercial building is planned on the west side of town that will require a continuous flow of concrete trucks. The applicant has requested being able to operate during some off hours.

Issue Would Council entertain the possibility of a process whereby contractors, for just cause, could apply to the Community Development Director for limited exceptions for relief or partial relief from those hours – to be balanced with the need for maintenance of neighborhood peace and quiet? (Wording was provided to Council in the packet.)

Council questions and comments followed.

- Councilmember Mathews shared from his construction background that this is a very real issue. He explained the potential need for exceptions for fuel trucks and other construction activities that need to happen after hours. He also pointed out that as highways clog up, excavation projects requiring truck export or import are difficult during times of high traffic and need to take place at night. Mr. Johnstone said that would be included in Section B.
- Councilmember Urban inquired about the discrepancy between waivers for emergencies and the need to apply for waivers 14 days in advance. Mr. Johnstone explained how there are provisions for both.
- Councilmember Davis asked about public notification if it is near homes. Mr. Johnstone said that isn't proposed, since building permits are handled administratively and no public notice is required. He stated the proposed wording intends for the Community Development Director to balance potential impacts and consider adding conditions in the waiver to mitigate any impacts.
- There was discussion about notifying neighbors. Mr. Johnstone indicated that a revocation process would be included in the wording.

There was unanimous consent to proceed with the ordinance and agreement to add language about notification to neighbors.

4. Sign Code Update – Zack Wallace Mendez, City Planner II

Mr. Johnstone explained the need for amendments to our sign code based on the Supreme Court's *Reed v. Gilbert* decision in 2015. The practical effect of *Reed v. Gilbert* is that regulations on sign must be content neutral. It also seemed practical at this time to do some modernization of our sign code, which hasn't been updated for many years.

Zack Wallace Mendez went through some basic changes based on *Reed v. Gilbert*.

- All content-based sign categories and language were removed. To fill the void the new content-neutral category of "yard sign" was created.
- The presentation of sign standards [in the Code] was changed from a table format to a text format – which is more user-friendly. The sign standards such as height, size, setback, etc. are not changed.
- Some categories were reclassified for clarification.

- The development standards weren't changed -- just the names.
- Projecting signs -- often confused with wall signs, have been reclassified as blade signs -- which is a more common term in the industry.
- Informational signs have been reclassified as directional signs.

A variety of sign types were presented and discussed one at a time.

Temporary signs – Staff suggests limiting to one sign per business, and one type of sign (advertising the same thing) per business per property at one time.

Questions and considerable discussion followed.

- The definition of “temporary” remains the same.
- This applies to commercial signs; residential guidelines could have different.
- Signs should not be located in public rights-of-way.
- Suggested that maintenance be required so signs don't get shabby looking
- Staff will look further at this policy related to City property.
- The intent is for one sign per property (if a chain has more than one store).
- Suggested to have an exception for navigation signs for open houses, etc. Mr. Johnstone explained that is difficult because it involves content.

Councilmember Duran asked for consensus to proceed with proposed changes and include maintenance. The vote was 3-3; the mayor broke the tie in favor of moving forward with the proposed changes.

Sign spinners These can be permitted, or not, and can be regulated as to time, place, and manner. Mr. Dahl advised that since *Reed v Gilbert* many cities have just classified these as “signs carried by persons”; permitted them in commercial districts (place); and required they are not to interfere with safe movement of traffic and people (manner).

- Mr. Johnstone noted they could be prohibited in public ROW.
- Who gets the ticket, the sign spinner or the sign owner?
- This would include old-fashioned sandwich board signs.

Councilmember Duran's consensus to prohibit signs carried by persons failed.

Councilmember Duran received consensus to allow signs carried by person with the restrictions that they be carried in a manner that 1) does not interfere with the safe movement of pedestrians or vehicles and 2) is not in public ROW.

Electronic Message Centers (EMCs) Recommendations are:

- Reduce time for changing copy messages from no less than every 15 seconds, to no less than every 8 seconds.
- Add language that establishes requirements and measurement techniques.
- Requires purchase of illuminance meter for code enforcement (maybe \$200-500)
- Use brightness standards Council is comfortable with.

- Residential areas included., but no restrictions for time.
- Amortization of existing signs could be implemented.
- Davis consensus to use staff recommendations, including a brightness standard and 2-year amortization (on brightness) for existing signs.

3D signs

Staff proposes to limit 3-D signs to free standing and blade signs. For size, the allowance would be 1.75 times the 2D allowance as measured in cubic feet. Ex: If a 2D sign can be 100 sq ft, the 3D sign could be 175 cubic feet. Regarding flat signs with shapes: Staff is still working on how to decide when a 2D sign becomes a 3D sign. A thickness of one foot may be the limit of 2D. There were no objections from Council.

Off-premise signs

Proposed: The owner of the sign and owner of the (parcel) must be the same person. Councilmember Pond received consensus to support the proposal.

Business District Signage

Recommend: Determine what a qualified business district is.

Classify business district signs as “public” and allow them in the right-of way.

Develop standards for size, color, and location.

Wayfinding signs to the districts to be produced by the City at some cost to the districts.

Details to be presented later.

Yard signs (formerly classified as political, realtor, community event signs, etc.)

Staff recommends allowing one “yard” signs (small) per yard, except allowing three signs between Oct. 1 to Nov. 30; signs to be no larger than 4 sq ft.

Following discussion Councilmember Davis received consensus to put no limit on the number of yard signs in residential property.

Freestanding Signs

All new signs can be monument signs and free-standing signs up to 15 ft high.

In MUN zones all new signs must be monument signs.

Big new developments will have master sign plans.

Billboards (highway oriented signs) can be 50 ft tall and are not in this category.

Consensus to require monument signs for new development or total redevelopment.

On the questions of requiring that brand new signs for old businesses must be monument signs the vote was 3-3, and the mayor voted no.

Non-conforming signs may be too tall, too close to ROW, too big, pole mounted where monument is required. It was agreed if a business is making significant investment in signage, they should come into compliance.

Changeable copy signs (EMC,LED) There is increased interest from the business community for these LED signs. They are currently prohibited in MU-N zones (most of 38th Ave) and MU-C TOD zone (area near the rail station). This is to encourage pedestrian oriented signage, even though the current development pattern is more vehicular in nature.

Councilmember Mathews asked for consensus to do away with the prohibition of changeable copy signs in those areas. The vote was 3-3, and the mayor voted no.

Staff will incorporate the agreed-upon changes and send it to the Planning Commission.

5. Body worn Cameras - Chief Brennan

Mr. Goff advised the City has received a grant for body worn cameras. There is a deadline for acceptance; tonight's information is about the long term cost commitment.

Chief Brennan continued with explanation.

In 2015 Council chose to delay implementation of a body worn camera program due to financial and personnel costs, and policy issues. A 2016 grant application was denied but feedback was provided by the DOJ for future grants. In 2017 WRPD reached out to the Sheriff's Department and the cities of Arvada, Lakewood and Golden. Golden was the only agency interested. On September 30 we received notice that the collaborative grant to WRPD and Golden PD was awarded.

- The grant includes \$172,500 for cameras and equipment for both cities.
- The Wheat Ridge share will be \$105,000 (for 70 cameras at \$1,500 each) --which includes cameras, docking stations, storage, and licensing for two years.
- The city will be responsible for other indirect costs including a new records management position, a workstation and computer equipment. Equipment will be purchased with existing department funds.
- We will also need to pay for training as the grant requires two persons (each) from WR and Golden go back to Washington DC for specific grant training.
- After 2 years the City would assume all costs for the program.
- Figures were provided to illustrate a 5-year plan for costs to the city. In 2018 the cost to the City would be \$69,836; in 2022 the cost to the City would be \$101,020
- A variety of policies will also need to be developed.

Mr. Goff advised the grant has to be accepted in the next 2 weeks, and that this is not included in the 2018 budget.

Following a few minor questions from Council there was consensus to accept the grant.

6. Elected Officials Report(s)

Monica Duran announced that by citizen request she and Mr. Mathews will be having a meeting this Saturday, October 21 from 9:00 – 11:00 at the Seniors Resource Center, 3227 Chase Street. Citizens have requested a meeting to discuss bulk plane and have their questions answered in preparation for the November 20th study session. All are invited.

Tim Fitzgerald reminded everyone that tomorrow night at 7pm at 14350 W 32nd Avenue in Golden (across the street from the golf course), there will be a school board candidate forum. All five candidates will be there. Everyone is welcome.

ADJOURNMENT

The Study Session adjourned at 10:30 pm.

APPROVED BY CITY COUNCIL ON November 27, 2017

Janelle Shaver, City Clerk

Mayor Pro Tem

REQUEST FOR CITY COUNCIL ACTION**TITLE: RESOLUTION NO. 43-2017 – A RESOLUTION SUPPORTING
REAUTHORIZATION BY THE GENERAL ASSEMBLY OF
THE COLORADO LOTTERY DIVISION IN 2018**

- ☐ PUBLIC HEARING
☐ BIDS/MOTIONS
☒ RESOLUTIONS

- ☐ ORDINANCES FOR 1ST READING
☐ ORDINANCES FOR 2ND READING

QUASI-JUDICIAL:

☐ YES☒ NO
Parks and Recreation Director
City Manager**ISSUE:**

The Colorado Lottery Division is critical to the administration of the entire Great Outdoors Colorado (GOCO) program and the Division is set to expire unless extended by the General Assembly, which during its 2018 session will consider legislation to extend the Division to 2039. GOCO was approved by Colorado voters in 1992 and has resulted in distribution of tens of millions of dollars for parks and outdoor recreation to municipalities across Colorado. This Resolution supports the reauthorization by the General Assembly of the Colorado Lottery Division.

PRIOR ACTION:

None

FINANCIAL IMPACT:

The Parks and Recreation Department receives Lottery funds through the Conservation Trust Fund at approximately \$300,000 per year. These funds are distributed on a per capita basis through the State Lottery Division. Since the inception of the Lottery in 1980 the City has received over \$8.5 million in funding for park development, construction and maintenance projects. The Department has also been awarded over \$1 million in park and trail grants from the Great Outdoors Colorado grant program.

BACKGROUND:

Colorado voters approved a state lottery in 1980, the General Assembly created a Lottery Division in the State Department of Revenue to administer the program. In 1992, voters adopted the Great Outdoors Colorado (GOCO) amendment to the state constitution, earmarking up to 50% of annual Lottery proceeds to the trust.

Lottery proceeds invest in parkland acquisition, park development and operations, trail construction and maintenance, projects for non-game species environmental education, youth intern and volunteer programs as well as stewardship and natural resource management.

RECOMMENDATIONS:

Staff recommends reauthorization of the Colorado Lottery Division.

RECOMMENDED MOTION:

“I move to approve Resolution No. 43-2017, a resolution supporting reauthorization by the General Assembly of the Colorado Lottery Division in 2018.”

Or,

“I move to postpone indefinitely Resolution No. 43-2017, a resolution supporting Reauthorization by the General Assembly of the Colorado Lottery Division in 2018 for the following reason(s) _____.”

REPORT PREPARED/REVIEWED BY:

Joyce Manwaring, Parks and Recreation Director
Patrick Goff, City Manager

ATTACHMENTS:

1. Resolution No. 43-2017
2. GOCO Reauthorization Fact Sheet

CITY OF WHEAT RIDGE, COLORADO
RESOLUTION NO. 43
Series of 2017

**TITLE: A RESOLUTION SUPPORTING REAUTHORIZATION BY THE
GENERAL ASSEMBLY OF THE COLORADO LOTTERY
DIVISION IN 2018**

WHEREAS, Colorado voters provided for a statewide lottery, and in a subsequent election adopted the Great Outdoors Colorado (GOCO) amendment to the state constitution, which directs that lottery profits be used for parks, open space, wildlife, and outdoor recreation purposes; and

WHEREAS, following the voters' approval of a lottery, the General Assembly created a Lottery Division in the State Department of Revenue to administer the lottery; and

WHEREAS, as provided in the GOCO amendment, lottery profits are allocated to the Great Outdoors Colorado Trust Fund (GOCO Trust Fund), the Conservation Trust Fund, and to the Colorado Division of Parks and Wildlife; and

WHEREAS, since 1992, the GOCO Trust Fund has distributed approximately \$1 billion in grants for projects to improve communities in all of Colorado's 64 counties. Funds have helped connect families to the outdoors, improved local trails and parks, built outdoor recreation facilities, preserved ranchlands, water resources, and view corridors, improved river access and quality and conserved wildlife habitat; and

WHEREAS, the GOCO Trust Fund has distributed over \$1 million directly to the City of Wheat Ridge for these purposes; and

WHEREAS, since 1983 the Conservation Trust Fund has distributed approximately \$1 billion in grants to counties, municipalities, and special districts for acquisition, development, and maintenance of new conservation sites, capital improvements, and maintenance for recreational purposes on public sites; and

WHEREAS, the Conservation Trust Fund has distributed over \$8.5 million directly to the City of Wheat Ridge for these purposes; and

WHEREAS, since 1992 the GOCO Trust Fund has distributed approximately \$215 million of lottery proceeds in support of Colorado's 42 state parks, funding parkland acquisition, park development and operations, trail construction and maintenance, environmental education, youth and volunteer programs and stewardship and natural resource management; and

WHEREAS, the Colorado Lottery Division is critical to the administration of the entire GOCO program and the Division is set to expire unless extended by the General Assembly, which during its 2018 session will consider legislation to extend the Division.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Wheat Ridge, Colorado strongly urges the General Assembly to approve legislation during its 2018 session to reauthorize the Colorado lottery division.

DONE AND RESOLVED this 27th day of November 2017.

Bud Starker, Mayor

ATTEST:

Janelle Shaver, City Clerk

FAST FACTS AND TALKING POINTS



2018 REAUTHORIZATION OF THE LOTTERY BY THE GENERAL ASSEMBLY

HISTORY

After Colorado voters approved a state lottery in 1980, the General Assembly created a Lottery Division in the State Department of Revenue to administer the program. In 1992, voters adopted the Great Outdoors Colorado (GOCO) amendment to the state constitution, earmarking up to 50% of annual Lottery proceeds to the trust.

A CRITICAL LINK.

The Colorado Lottery Division is critical to the administration of the entire GOCO program, as well as the Conservation Trust Fund and Colorado Parks and Wildlife. The Lottery Division is set to expire unless extended by the General Assembly, which during its 2018 session will consider legislation to extend the Division to 2039.

KEEPING COLORADO A SPECIAL PLACE.

Since 1983, Lottery has returned more than \$3 billion in proceeds to the people of Colorado for projects in all 64 counties. Lottery-funded projects have helped connect families to the outdoors; created and enhanced local trails and parks; built outdoor recreation facilities; preserved ranchlands, water resources, and view corridors; improved river access and quality; and conserved wildlife habitat.

GOOD FOR JOBS. GOOD FOR BUSINESS. GOOD FOR TOURISM.

Investing Lottery proceeds in Colorado's outdoor recreation and land conservation is good for business and protects the resources that make Colorado great. A recent Colorado State University study found that each dollar invested for land conservation through easements in Colorado results in \$4-\$12 in benefits for Coloradans. Colorado's outdoor industry created 229,000 direct jobs, generated \$28 billion in consumer spending, and contributed in \$9.7 billion in wages and salaries. Coloradans continue to support investing in Colorado's natural areas. In recent polling, 65% of respondents supported continuing to fund GOCO using lottery dollars.

LOTTERY PROCEEDS INVEST IN STATE PARKS THAT MAKE US PROUD.

Lottery proceeds invest in parkland acquisition, park development and operations, trail construction and maintenance, projects for non-game species, environmental education, youth intern and volunteer programs, and stewardship and natural resource management.

PARKS, PLAYGROUNDS, AND GETTING KIDS OUTDOORS.

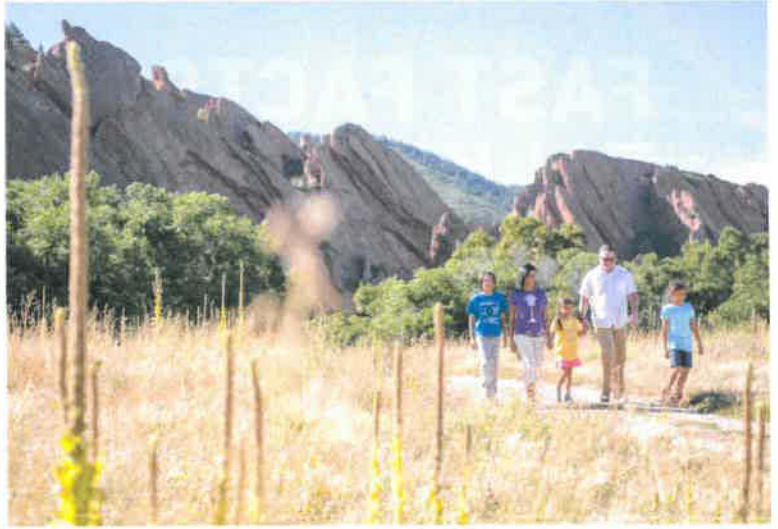
GOCO places a high priority on kids and families. Funds have built ballfields next to local schools, purchased new playground equipment for town parks, and helped repair local swimming pools. GOCO's Inspire Initiative has impacted more than 40,000 kids across the state and created more than 500 jobs by funding 24 local coalitions to create youth-driven, collaborative approaches to help connect families with the outdoors and create pathways to stewardship and leadership roles. GOCO's School Yard Initiative has impacted more than 17,000 students with student-driven design and engagement to update aging and often unsafe playgrounds. To date, more than 9,200 young people have found jobs and pathways to financial independence through Colorado Youth Corps Association projects funded by GOCO, where they also earn AmeriCorps scholarships that can be used for higher education.

TO OUR SUPPORTERS: Have a great story about GOCO or the CTF? Want to adopt a resolution supporting our efforts? Let us know! Contact Geoff Wilson, gwilson@mdkrlaw.com, or Amanda Hill, ahill@goco.org.
Thank you for your support!





Colorado Parks and Wildlife receives no general fund or tax dollars, and **Lottery proceeds make up nearly 20%** of the agency's budget.



13.5 million people visit Colorado's state parks each year.



GOCO's focus on getting kids outside **impacts thousands of youth and their families** annually.



Colorado is the only state that distributes **100% of lottery proceeds to support outdoor recreation** and land conservation. Coloradans can be proud!

Per the constitution, Lottery net proceeds are allocated to Colorado state parks through Colorado Parks and Wildlife, to DOLA's Conservation Trust Fund, which allocates funds to eligible local governments on a per capita basis, and to GOCO. Surplus funds go to the state's school capital construction fund Building Excellent Schools Today (BEST).



BEST
Spillover funds after GOCO cap is met go to BEST



REQUEST FOR CITY COUNCIL ACTION**TITLE: MOTION TO ADOPT THE 2018 CITY COUNCIL MEETING CALENDAR**

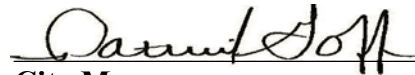
☐ PUBLIC HEARING
☒ BIDS/MOTIONS
☐ RESOLUTIONS

☐ ORDINANCES FOR 1ST READING
☐ ORDINANCES FOR 2ND READING

QUASI-JUDICIAL:

☐ YES☒ NO

City Clerk



City Manager

ISSUE:

The calendar of City Council meetings is adopted by a motion of the City Council yearly. Adopting the meeting calendar for the year is more efficient and enables the Mayor, Council and staff to schedule other events and travel in advance. The Council will be able to amend the schedule by motion throughout the year, if necessary.

The following City Council meetings that conflict with observed City holidays or other known events during the year are recommended for cancellation:

- Study Session, January 1, 2018, New Year's Day
- Study Session, January 15, 2018, Martin Luther King Day
- Study Session, February 19, 2018, Presidents' Day
- Regular Council Meeting, May 28, 2018, Memorial Day
- Study Session, September 3, 2018, Labor Day
- Regular Council Meeting, November 12, 2018, Veterans' Day
- Regular Council Meeting, December 24, 2018, Christmas Eve

PRIOR ACTION:

None

FINANCIAL IMPACT:

None

BACKGROUND:

Section 5.1 of the City Charter states that, “The council shall meet regularly at least twice each month at a day and hour to be fixed by the rules of council.” Section IV of the City Council Rules of Order and Procedure states that, “ Regular Meetings are held the second (2nd) and fourth (4th) Monday of each month at 7:00 p.m. unless otherwise provided by amendment of these Rules and Study Session are held the first (1st) and third (3rd) Monday of each month at 6:30 p.m., unless otherwise provided by the Mayor Pro Tem.

RECOMMENDATIONS:

None

RECOMMENDED MOTION:

“I move to adopt the 2018 City Council Meeting Calendar as presented.”

Or,

“I move to adopt the 2018 City Council Meeting Calendar with the following amendment(s)
_____.”

Or,

“I move to not adopt the 2018 City Council Meeting Calendar for the following reason(s)
_____.”

REPORT PREPARED/REVIEWED BY:

Robin L. Eaton, Deputy City Clerk

Patrick Goff, City Manager

ATTACHMENTS:

1. Proposed 2018 City Council Meeting Calendar

2018

JANUARY

MON	TUE	WED	THU	FRI	SAT	SUN
1 HOLIDAY/NEW YEAR'S	2	3	4	5	6	7
8 Regular City Council Meeting	9	10	11	12	13	14
15 HOLIDAY Martin Luther King Day	16	17	18	19	20	21
22 Regular City Council Meeting	23	24	25	26	27	28
29	30	31	1	2	3	4
5	6	NOTES:				

2018

FEBRUARY

5	6	7	8	9	10	11
Council Study Session						
12	13	14	15	16	17	18
Regular City Council Meeting						
19	20	21	22	23	24	25
Holiday/Presidents Day						
26	27	28				
Regular City						

2018

MARCH

MON	TUE	WED	THU	FRI	SAT	SUN
26	27	28	1	2	3	4
5 Council Study Session	6	7	8	9	10	11
12 Regular City Council Meeting	13	14	15	16	17	18
19 Council Study Session	20	21	22	23	24	25
26 Regular City Council Meeting	27	28	29	30	31	1
2	3	NOTES:				

2018

APRIL

MON	TUE	WED	THU	FRI	SAT	SUN
26	27	28	29	30	31	1
2 Council Study Session	3	4	5	6	7	8
9 Regular Ctiy Council Meeting	10	11	12	13	14	15
16 Council Study Session	17	18	19	20	21	22
23 Regular Ctiy Council Meeting	24	25	26	27	28	29
30	1	NOTES:				

2018

MAY

MON	TUE	WED	THU	FRI	SAT	SUN
30	1	2	3	4	5	6
7 Council Study Session	8	9	10	11	12	13
14 Regular City Council Meeting	15	16	17	18	19	20
21 Council Study Session	22	23	24	25	26	27
28 Holiday/Memorial Day	29	30	31	1	2	3
4	5	NOTES:				

2018

JUNE

MON	TUE	WED	THU	FRI	SAT	SUN
28	29	30	31	1	2	3
4 Council Study Session	5	6	7	8	9	10
11 Regular City Council Meeting	12	13	14	15	16	17
18 Council Study Session	19	20	21	22	23	24
25 Regular City Council Meeting	26	27	28	29	30	1
2	3	NOTES:				

2018

JULY

MON	TUE	WED	THU	FRI	SAT	SUN
25	26	27	28	29	30	1
2 Council Study Session	3	4 Holiday/ Independence Day	5	6	7	8
9 Regular Council Meeting	10	11	12	13	14	15
16 Council Study Session	17	18	19	20	21	22
23 Regular Council Meeting	24	25	26	27	28	29
30	31	NOTES:				

2018

AUGUST

MON	TUE	WED	THU	FRI	SAT	SUN
30	31	1	2	3	4	5
6 Council Study Session	7	8	9	10	11	12
13 Regular Council Meeting	14	15	16	17	18	19
20 Council Study Session	21	22	23	24	25	26
27 Regular Council Meeting	28	29	30	31	1	2
3	4	NOTES:				

2018

SEPTEMBER

MON	TUE	WED	THU	FRI	SAT	SUN
27	28	29	30	31	1	2
3 Holiday/Labor Day	4	5	6	7	8	9
10 Regular Council Meeting	11	12	13	14	15	16
17 Council Study Session	18	19	20	21	22	23
24 Regular Council Meeting	25	26	27	28	29	30
1	2	NOTES:				

2018

OCTOBER

MON	TUE	WED	THU	FRI	SAT	SUN
1 Council Study Session	2	3	4	5	6	7
8 Regular Council Meeting	9	10	11	12	13	14
15 Council Study Session	16	17	18	19	20	21
22 Regular Council Meeting	23	24	25	26	27	28
29	30	31	1	2	3	4
5	6	NOTES:				

2018

NOVEMBER

MON	TUE	WED	THU	FRI	SAT	SUN
29	30	31	1	2	3	4
5 Council Study Session	6	7	8	9	10	11
12 Holiday/Veterans Day Observed	13	14	15	16	17	18
19 Council Study Session	20	21	22 Holiday/ Thanksgiving	23 Holiday/ Thanksgiving	24	25
26 Regular Council Meeting	27	28	29	30	1	2
3	4	NOTES:				

2018

DECEMBER

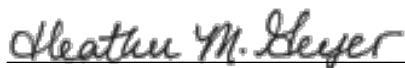
MON	TUE	WED	THU	FRI	SAT	SUN
26	27	28	29	30	1	2
3 Council Study Session	4	5	6	7	8	9
10 Regular Council Meeting	11	12	13	14	15	16
17 Council Study Session	18	19	20	21	22	23
24 Holiday/Christmas Eve	25 Holiday/Christmas Day	26	27	28	29	30
31	1	NOTES:				

REQUEST FOR CITY COUNCIL ACTION

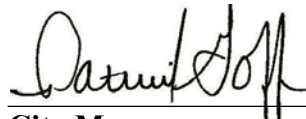
TITLE: RESOLUTION NO. 44-2017 – A RESOLUTION AMENDING THE FISCAL YEAR 2017 GENERAL FUND BUDGET TO REFLECT THE APPROVAL OF A SUPPLEMENTAL BUDGET APPROPRIATION IN THE AMOUNT OF \$350,000 FOR HAILSTORM REPAIRS TO CITY FACILITIES AND VEHICLES

☐ PUBLIC HEARING☐ BIDS/MOTIONS☒ RESOLUTIONS☐ ORDINANCES FOR 1ST READING☐ ORDINANCES FOR 2ND READING

QUASI-JUDICIAL:

☐ YES☒ NO

Administrative Services Director



City Manager

ISSUE:

On May 8, 2017, the City of Wheat Ridge experienced an extremely damaging hailstorm, and as a result, repairs to City facilities and vehicles is required. The City is insured by the Colorado Intergovernmental Risk Sharing Agency (CIRSA) and has a \$10,000 deductible. The City's total loss is estimated at approximately \$2 million dollars. The proposed supplemental budget appropriation increases revenue by \$1,770,000 and expenditures by \$350,000 for 2017. To date, the City has spent \$331,848 in repairs and has received insurance proceeds in the amount of \$1,769,836. Based on the volume of repairs to City facilities, work will continue in 2018.

PRIOR ACTION:

City Council approved the 2018 Adopted Budget on October 9, 2017. This budget includes hailstorm insurance proceeds and hailstorm losses for the 2018 fiscal year.

FINANCIAL IMPACT:

Prior to the storm, the City had budgeted \$80,014 in uninsured losses to cover standard property casualty claims. In order to track all expenses related to the storm and measure the financial impact of the storm, two new budget accounts were created:

Revenue Account:	<i>Hail Storm Insurance Proceeds</i>	01-580-00-584
Expenditure Account:	<i>Hail Storm Losses</i>	01-610-700-783

These accounts are included in the monthly financial reports.

This supplemental budget appropriation will not decrease the City's undesignated reserve below the minimum 17% policy. The increase in revenue received from CIRSA will cover the requested increase in expenditures.

BACKGROUND:

The City was at the center of the damaging May 8 hailstorm, which at times had hailstones as large as baseballs. This storm is on track to be the costliest weather-related storm event in Colorado's history. For 2017 budgeting purposes, staff is requesting a supplemental budget appropriation in the amount of \$350,000 for hailstorm losses and the acceptance of \$1,770,000 for hailstorm insurance proceeds. For 2018 budgeting purposes, staff has estimated a total of \$500,000 in revenue and \$1,500,000 in expenditures.

	2017 Budget Supplemental	2017 YTD Received	2018 Adopted Budget
Hailstorm Insurance Proceeds	\$1,770,000	\$1,769,836	\$500,000
Hailstorm Losses	\$350,000	\$331,848	\$1,500,000

Repairs to City facilities will be done according to priority. Based on the cost of certain repairs and replacement, staff will bid out work according to the City's purchasing policy. Four City facilities will require work: City Hall, Recreation Center, Anderson Building and the Active Adult Center and will be repaired in this order. Currently, staff is coordinating with CIRSA and Young & Associates to develop a bid scope for the City Hall Municipal Building and we hope to have this bid out before the end of 2017.

RECOMMENDATIONS:

Staff recommends approval of the resolution in order to provide for a supplemental budget appropriation in the amount of \$1,770,000 for the purpose of amending the fiscal year 2017 budget to reflect hail insurance proceeds and \$350,000 in repair costs.

RECOMMENDED MOTION:

"I move to approve Resolution No. 44-2017, a resolution amending the fiscal year 2017 General Fund budget to reflect the approval of a supplemental budget appropriation in the amount of \$350,000 for hailstorm repairs to City facilities and vehicles."

Or,

“I move to table indefinitely Resolution No. 44-2017, a resolution amending the fiscal year 2017 General Fund budget to reflect the approval of a supplemental budget appropriation in the amount of \$350,000 for hailstorm repairs to City facilities and vehicles for the following reason(s) _____.”

REPORT PREPARED/REVIEWED BY:

Heather Geyer, Administrative Services Director

Patrick Goff, City Manager

ATTACHMENTS:

1. Resolution No. 44-2017

CITY OF WHEAT RIDGE, COLORADO
RESOLUTION NO. 44
Series of 2017

TITLE: A RESOLUTION AMENDING THE FISCAL YEAR 2017 GENERAL FUND BUDGET TO REFLECT THE APPROVAL OF A SUPPLEMENTAL BUDGET APPROPRIATION IN THE AMOUNT OF \$350,000 FOR HAILSTORM REPAIRS TO CITY FACILITIES AND VEHICLES

WHEREAS, the City experienced a damaging hailstorm on May 8, 2017; and

WHEREAS, numerous City facilities and vehicles require repair in 2017 and 2018; and

WHEREAS, said storm has also resulted in increased losses that will be covered by insurance proceeds; and

WHEREAS, the requested funding is available in the General Fund undesignated reserves.

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

- Section 1. A transfer of \$350,000 to account 01-610-700-783
- Section 2. An increase in revenue from insurance proceeds in the amount of \$1,770,000 to account 01-580-00-584

DONE AND RESOLVED this 27^h day of November 2017.

Bud Starker, Mayor

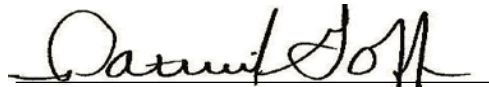
ATTEST:

Janelle Shaver, City Clerk

REQUEST FOR CITY COUNCIL ACTION**TITLE: COUNCIL BILL NO. 18-2017 – AN ORDINANCE AMENDING CHAPTER 5 AND SECTION 16-115 OF THE WHEAT RIDGE CODE OF LAWS TO AUTHORIZE TEMPORARY WAIVERS FROM THE LIMITATION ON HOURS OF CONSTRUCTION ACTIVITY**

- ☒ PUBLIC HEARING
☐ BIDS/MOTIONS
☐ RESOLUTIONS

- ☐ ORDINANCES FOR 1ST READING (11/13/2017)
☒ ORDINANCES FOR 2ND READING (11/27/2017)

QUASI-JUDICIAL: ☐ YES☒ NO
Community Development Director
City Manager**ISSUE:**

Municipal Code places certain limits on the hours of construction activity as it pertains to private property. Generally, said hours are limited in Section 16-115 of Code to the hours of 7:00 a.m. to 7:00 p.m. The Code allows an exemption only for construction activity where there is an immediate threat to the public health, safety or welfare. Recent project examples that are described further below have raised the question whether the Code should allow for additional waivers from or exceptions to these general limitations.

PRIOR ACTION:

The City adopted limitations on the hours of construction on private property only recently. Ordinance 1585 was adopted in October 2015 limiting construction activity generally from 7:00 a.m. to 7:00 p.m. For construction activity in public rights of way, the City has long had a codified regulation prohibiting construction activities from 7:00 p.m. to 7:00 a.m. and on weekends and holidays, with a very general note granting the Public Works Director the ability to grant written exceptions. For some major right of way construction projects, it can be more convenient to the travelling public for all or a portion of the work to be completed outside of these established hours, as authorized by the Director of Public Works.

Staff brought this topic to City Council at a study session on October 16. City Council consensus at the meeting was to bring forward an ordinance that would authorize the Community Development Director (CDD) to be able to consider and grant temporary waivers to the limitations on construction activity under certain terms and conditions.

City Council also recommended that there be an optional process whereby the CDD would provide notice to surrounding property owners that such a waiver has been granted. Upon advice of the City Attorney's office, the attached draft ordinance would require that such notice be provided. Their concern with optional language is that could put the CDD in the awkward situation of having to determine when such notice is needed and when not. That might be perceived as an overly subjective determination. Based on the City Attorney's recommendation, the draft ordinance recommends written notice be provided upon approval of any temporary waiver to property owners within 300 feet of the property receiving said waiver. This distance mirrors the distance used for notice of public hearings on any quasi-judicial land use application.

The Ordinance was approved on 1st reading by a vote of 8-0 at Council's November 13 meeting.

FINANCIAL IMPACT:

No direct financial impact is anticipated.

BACKGROUND:

As noted above, two recent examples have drawn this topic to staff's attention. When the Ashland Reservoir was recently reconstructed, the amount of concrete that needed to be poured in a continuous fashion for those large concrete vaults necessitated an exception to the hours of construction. The Ashland Reservoir project required review and approval through a special use permit process and an exception to the rule was authorized through that process to allow construction to occur late into the night for a very limited number of days. More recently, a contractor working on a major commercial new construction project has made staff aware of a likely desire to have a lengthy concrete pour, which would extend beyond our standard hours of 7:00 a.m. to 7:00 p.m.

These large concrete pours often need to be accomplished after hours for various reasons, including by way of example: 1) the concrete pour needs to be continuous in order to be structurally sound; 2) an entire concrete batch plant and typically their entire fleet of trucks have to be devoted specifically to the project and these plants are sometimes not willing to do that at a time that impacts their other smaller project customers; 3) the duration of the amount of concrete being poured can exceed the established 12-hour work day, and 4) depending on the distance from the concrete plant, the variability of travel times and potential delays during daytime rush hour traffic periods can create the potential for concrete to improperly cure during transit. Based on these examples, staff felt it appropriate to bring this topic to City Council's attention for consideration of a possible code amendment.

To assist City Council in considering this topic, we have worked with the City Attorney's office to draft an ordinance amending the code to allow the consideration of limited waivers to the

general limitations on hours of construction activity. The ordinance would propose to amend Chapter 5 (Buildings and Building Regulations) and Chapter 16 (Offenses – Miscellaneous), which governs offenses against the public peace. Current Code only regulates hours of construction activities through Chapter 16. As a matter of convenience, we believe it would be helpful also to include reference in Chapter 5, the Chapter pertaining to building permits, contractor licensing, etc.

As drafted, the Director of Community Development could only grant waivers after written request at least 14 days prior to said construction activity beginning. The person requesting the waiver would need to establish that said request is “necessary based on construction related best practice or convenience and provided that every effort has been made to minimize detrimental impacts to the general health, welfare, safety and convenience of persons residing or working in the neighborhood...” As noted previously, the draft also includes a neighborhood notification process.

RECOMMENDATIONS:

Staff recommends City Council adopt an ordinance allowing the Community Development Director to grant certain limited temporary waivers from the City’s established allowable hours of construction.

RECOMMENDED MOTION:

“I move to approve Council Bill No. 18-2017, an ordinance amending Chapter 5 and Section 16-115 of the Wheat Ridge Code of Laws to authorize temporary waivers from the limitation on hours of construction activity, order it published, and that it take effect 15 days after publication.”

or,

“I move to postpone indefinitely Council Bill No. 18-2017, an ordinance amending Chapter 5 and Section 16-115 of the Wheat Ridge Code of Laws to authorize temporary waivers from the limitation on hours of construction activity for the following reason(s)
_____.”

REPORT PREPARED/REVIEWED BY:

Kenneth Johnstone, Director of Community Development
Patrick Goff, City Manager

ATTACHMENTS:

1. Council Bill No. 18-2017

CITY OF WHEAT RIDGE, COLORADO
INTRODUCED BY COUNCIL MEMBER HOPPE
Council Bill No. 18
Ordinance No. _____
Series of 2017

TITLE: AN ORDINANCE AMENDING CHAPTER 5 AND SECTION 16-115 OF THE WHEAT RIDGE CODE OF LAWS TO AUTHORIZE TEMPORARY WAIVERS FROM THE LIMITATION ON HOURS OF CONSTRUCTION ACTIVITY

WHEREAS, the City of Wheat Ridge, Colorado (the "City"), is a Colorado home rule municipality, duly organized and existing pursuant to Section 6 of Article XX of the Colorado Constitution; and

WHEREAS, pursuant to its home rule authority and C.R.S. § 31-15-401, the City, acting through its City Council (the "Council"), is authorized to adopt rules and regulations prohibiting certain conduct and defining general offenses that harm or pose a threat to the public health, safety or welfare; and

WHEREAS, pursuant to this authority, the Council previously established limitations on the permissible hours of construction activity within the City and provided remedies for violations of those limitations; and

WHEREAS, the Council finds that, in certain limited circumstances, permissible hours of construction activity might appropriately be broader than the general presumptive range to accommodate best construction practice if the City's authorization of such broader hours balances construction needs with potential impacts on the public welfare and the general desire to preserve residents' right to the quiet enjoyment of surrounding properties; and

WHEREAS, the Council therefore desires to establish a process by which waivers from the permissible hours of construction activity may be granted, but only after a case-specific review determines that the requested waiver has been justified as a necessary best construction practice or for other similar reason and balances builder/contractor needs with potential impacts to the general public health, safety or welfare or convenience of those residing and working in the relevant neighborhood.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WHEAT RIDGE, COLORADO:

Section 1. Section 5-38 of the Wheat Ridge Code of Laws, concerning building permit suspension and revocation, is hereby amended as follows:

Sec. 5-38. Revocation and suspension—Generally.

The building inspection division may revoke or suspend any permit or may stop the work for any of the following reasons:

(1) Whenever there is a violation or suspicion of a violation of any provision of this chapter, OR any city ordinance which the division is empowered to enforce ~~or section 16-115 of this Code, concerning permissible hours of construction activities.~~

(2) Whenever the continuance of any work becomes dangerous to life or property.

Section 2. Chapter 5 of the Wheat Ridge Code of Laws, concerning building regulations, is hereby amended by the addition of a new Section 5-46, to read in its entirety as follows:

SEC. 5-46. PERMISSIBLE HOURS OF CONSTRUCTION ACTIVITIES; TEMPORARY WAIVERS.

(a) CONSTRUCTION ACTIVITIES ARE LIMITED TO THE HOURS OF SEVEN (7:00) A.M. TO SEVEN (7:00) P.M. OF THE SAME CALENDAR DAY, WITH THE FOLLOWING EXCEPTIONS:

(1) CONSTRUCTION ACTIVITIES REQUIRED TO ADDRESS AN IMMEDIATE THREAT TO THE HEALTH, SAFETY OR WELFARE OF ANY PERSON.

(2) CONSTRUCTION ACTIVITIES THAT DO NOT OTHERWISE VIOLATE SECTION 16-103 OF THIS CODE, CONCERNING UNREASONABLE NOISE AND DISTURBING THE PEACE.

(3) CONSTRUCTION ACTIVITIES AUTHORIZED BY A TEMPORARY WAIVER FROM THE REQUIREMENTS OF THIS SECTION ISSUED BY THE COMMUNITY DEVELOPMENT DIRECTOR. ANY PERSON MAY FILE A WRITTEN REQUEST FOR A TEMPORARY WAIVER FROM THIS SECTION TO THE COMMUNITY DEVELOPMENT DIRECTOR, NO LESS THAN FOURTEEN (14) DAYS BEFORE THE FIRST DAY OF THE PROPOSED CONSTRUCTION ACTIVITY, SPECIFYING THE PROPOSED SCOPE OF WORK, DATES AND HOURS OF CONSTRUCTION ACTIVITY AND HOW THE PROPOSED ACTIVITY MEETS THE REQUIREMENTS OF THIS PARAGRAPH (3). IN AN APPLICATION FOR A WAIVER, THE BURDEN SHALL BE ON THE APPLICANT TO ESTABLISH THAT THE EXPANDED HOURS ARE NECESSARY BASED ON CONSTRUCTION RELATED BEST PRACTICE OR CONVENIENCE AND PROVIDED THAT EVERY EFFORT HAS BEEN MADE TO MINIMIZE DETRIMENTAL IMPACTS TO THE GENERAL HEALTH, WELFARE, SAFETY AND CONVENIENCE OF PERSONS RESIDING OR WORKING IN THE NEIGHBORHOOD AND THE EXPANDED HOURS WILL NOT BE INJURIOUS TO PROPERTY OR IMPROVEMENTS IN THE COMMUNITY. THE COMMUNITY DEVELOPMENT DIRECTOR IS AUTHORIZED TO IMPOSE CONDITIONS AND LIMITATIONS ON ANY GRANTED WAIVER DESIGNED TO ENSURE THAT THE REQUIREMENTS OF THIS PARAGRAPH ARE MET. UPON APPROVAL OF A TEMPORARY WAIVER THE COMMUNITY DEVELOPMENT DIRECTOR SHALL PROMPTLY PROVIDE WRITTEN NOTICE OF SAID WAIVER TO PROPERTY OWNERS WITHIN 300 FEET OF THE PROPERTY FOR WHICH THE WAIVER HAS BEEN GRANTED. THE COMMUNITY DEVELOPMENT DIRECTOR MAY REVOKE, SUSPEND OR MODIFY ANY PREVIOUSLY-GRANTED WAIVER UPON A FINDING THAT ANY ACTIVITY CONDUCTED THEREUNDER HAS FAILED TO SATISFY THE REQUIREMENTS OF THIS PARAGRAPH OR HAS VIOLATED ANY TERM OR CONDITION OF THE WAIVER. THE APPLICANT SHALL BE PROMPTLY NOTIFIED OF ANY SUCH REVOCATION, SUSPENSION OR MODIFICATION IN WRITING, WHICH NOTICE SHALL BE SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE MAILING ADDRESS PROVIDED IN THE WAIVER APPLICATION, AND POSTED IN A CONSPICUOUS PLACE AT THE WORK SITE.

(B) AS USED IN THIS SECTION, "CONSTRUCTION ACTIVITIES" INCLUDES ALL ACTIVITIES RELATED TO THE BUILDING, REPAIR, MAINTENANCE OR ALTERATION OF A BUILDING OR STRUCTURE FOR WHICH A PERMIT IS REQUIRED BY THIS CHAPTER, BY WAY OF ILLUSTRATION ONLY AND NOT BY WAY OF LIMITATION: POURING CONCRETE AND IDLING OF CONCRETE MIXING TRUCKS; OPERATING CONSTRUCTION-RELATED EQUIPMENT; PERFORMING OUTSIDE CONSTRUCTION WORK FOR THE PURPOSES OF ERECTION, DEMOLITION, EXCAVATION, ALTERATION OR REPAIR OF ANY BUILDING, STRUCTURE OR PROJECT; OPERATING A PILE DRIVER, POWER SHOVEL, PNEUMATIC HAMMER, DERRICK, POWER HOIST OR OTHER CONSTRUCTION-TYPE DEVICE; AND LOADING AND UNLOADING OF CONSTRUCTION MATERIALS OR IDLING OF DELIVERY TRUCKS.

Section 3. Section 16-115 of the Wheat Ridge Code of Laws, establishing restricted construction hour activities as a general offense, is hereby amended as follows:

Sec. 16-115. Construction activities – hours restricted- EXCEPTIONS

(a) Except as otherwise provided herein, it is unlawful for any person to engage in, or cause or permit any person to be engaged in, construction activities in any residential or commercial district between the hours of seven (7:00) p.m. of one day and seven (7:00) a.m. of the following day.

(B) CONSTRUCTION ACTIVITIES EXCEPTED FROM THE SCOPE OF THIS SECTION ARE THOSE ~~Construction activities~~ required to address an immediate threat to the health, safety or welfare of any person; ~~are exempted from the provisions of this section.~~ THOSE THAT DO NOT OTHERWISE VIOLATE SECTION 16-103 OF THIS CODE, CONCERNING UNREASONABLE NOISE AND DISTURBING THE PEACE; AND THOSE AUTHORIZED BY A WAIVER ISSUED UNDER PARAGRAPH 5-46(A)(3) OF THIS CODE.

(b) As used in this section, "construction activities" includes, by way of illustration only and not by way of limitation: pouring concrete and idling of concrete mixing trucks; operating construction-related equipment; performing outside construction work for the purposes of erection, demolition, excavation, alteration or repair of any building, structure or project; operating a pile driver, power shovel, pneumatic hammer, derrick, power hoist or other construction-type device; and loading and unloading of construction materials or idling of delivery trucks, ~~specifically excluding interior construction activities that do not otherwise violate section 16-103 of this Code.~~

Section 4. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Wheat Ridge, that it is promulgated for the health, safety, and welfare of the public and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 5. Severability; Conflicting Ordinances Repealed. If any section, subsection or clause of this Ordinance shall be deemed unconstitutional or otherwise invalid, the validity of the

remaining sections, subsections and clauses shall not be affected thereby. All other ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 6. Effective Date. This Ordinance shall take effect fifteen (15) days after final publication, as provided by Section 5.11 of the Charter.

INTRODUCED, READ, AND ADOPTED on first reading by a vote of 8 to 0 on this 13th day of November, 2017, ordered published in full in a newspaper of general circulation in the City of Wheat Ridge and Public Hearing and consideration on final passage set for November 27, 2017, at 7:00 o'clock p.m., in the Council Chambers, 7500 West 29th Avenue, Wheat Ridge, Colorado.

READ, ADOPTED AND ORDERED PUBLISHED on second and final reading by a vote of _____ to _____, this _____ day of _____, 2017.

SIGNED by the Mayor on this _____ day of _____, 2017.

Bud Starker, Mayor

ATTEST:

Janelle Shaver, City Clerk

Approved As To Form

Gerald E. Dahl, City Attorney

First Publication: November 16, 2017
Second Publication:
Wheat Ridge Transcript
Effective Date:

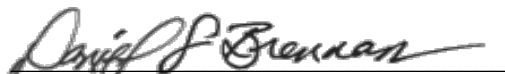
REQUEST FOR CITY COUNCIL ACTION

TITLE: COUNCIL BILL NO. 20-2017 - AN ORDINANCE APPROVING A RADIO TOWER SPACE LICENSE AGREEMENT BETWEEN THE CITY OF WHEAT RIDGE AND DMR NETWORKS, INC.

- ☐ PUBLIC HEARING
☐ BIDS/MOTIONS
☐ RESOLUTIONS

- ☒ ORDINANCES FOR 1ST READING (11/27/2017)
☐ ORDINANCES FOR 2ND READING (12/11/2017)

QUASI-JUDICIAL:

☐ YES☒ NO
Chief of Police
City Manager**ISSUE:**

In 2016, North Table Mountain was selected as an additional radio communication tower site for the City of Wheat Ridge, the City of Lakewood and the West Metro Fire Protection District to improve radio signal strength in areas lacking adequate coverage. DMR Networks owns a radio tower site at this location and have agreed to lease space at the tower site for the purposes of locating and operating Wheat Ridge Police Department radio communication equipment. This ordinance will approve the Tower Space License Agreement between the City of Wheat Ridge and DMR Networks, Inc.

PRIOR ACTION:

Council entered into an IGA with the City of Lakewood and the West Metro Fire Protection District for a shared communication system in 2014.

FINANCIAL IMPACT:

The overall financial impact for the City of Wheat Ridge should be less than current costs. In 2016, the cost to the City of Wheat Ridge for sharing the lease with West Metro Fire on Mount Morrison amounted to \$21,103.69. In 2017, the lease and utility costs to Wheat Ridge for the North Table Mountain site was \$19,748.74. The base fee will increase yearly by 3% plus utilities. This is similar to the lease costs that the City has incurred in relation to the current IGA.

BACKGROUND:

Currently the City of Wheat Ridge, the City of Lakewood and the West Metro Fire Protection District have an IGA for the shared use of the radio sites located on Mount Morrison and Green Mountain.

In late 2015, the City of Lakewood approached Wheat Ridge and West Metro Fire regarding placing a third radio site on an existing tower, located on North Table Mountain near Golden, that increased radio coverage in areas of Wheat Ridge as well as portions of Lakewood. After completing coverage studies, the three agencies agreed to go forward with the project, which was mostly grant funded with some additional funding provided by the City of Lakewood, West Metro Fire and the City of Wheat Ridge. The project was completed in 2016.

Currently the City of Wheat Ridge and West Metro Fire share the site lease costs for the Mount Morrison site, and the City of Lakewood is responsible for the Green Mountain site. The current IGA among The City of Wheat Ridge, The City of Lakewood and The West Metro Fire Protection District addresses ownership of the equipment at Green Mountain and Mount Morrison. Council has been presented with an addendum to the IGA to reflect the addition of the North Table Mountain site. The addendum reflects that the City of Lakewood will have responsibility and equipment ownership of the Green Mountain site, West Metro Fire shall have financial responsibility for the lease and ownership of equipment for the Mount Morrison Site and the City of Wheat Ridge shall have responsibility for the lease and ownership of equipment for the North Table Mountain site.

RECOMMENDATIONS:

Staff recommends approving the Tower Space License Agreement between the City of Wheat Ridge and DMR Networks, Inc. for the radio site located on North Table Mountain.

RECOMMENDED MOTION:

“I move to approve Council Bill No. 20-2017, an ordinance approving a Tower Space License Agreement between the City of Wheat Ridge and DMR Networks, Inc. on first reading, order it published, public hearing set for Monday, December 11, 2017 at 7:00 p.m. in City Council Chambers, and that it take effect 15 days after final publication.”

Or,

“I move to postpone indefinitely Council Bill No. 20-2017, an ordinance approving a Tower Space License Agreement between the City of Wheat Ridge and DMR Networks, Inc. for the following reason(s) _____.”

REPORT PREPARED/REVIEWED BY:

Larry Stodden, Communications

Dave Pickett, Division Chief

Daniel Brennan, Chief of Police

Patrick Goff, City Manager

ATTACHMENTS:

1. Council Bill No. 20-2017
2. DMR Networks, Inc. Tower Space License Agreement

CITY OF WHEAT RIDGE, COLORADO
INTRODUCED BY COUNCIL MEMBER _____
Council Bill No. 20
Ordinance No. _____
Series of 2017

TITLE: AN ORDINANCE APPROVING A RADIO TOWER SPACE LICENSE AGREEMENT BETWEEN THE CITY OF WHEAT RIDGE AND DMR NETWORKS, INC.

WHEREAS, the City of Wheat Ridge, Colorado (the "City"), is a Colorado home rule municipality, duly organized and existing pursuant to Section 6 of Article XX of the Colorado Constitution; and

WHEREAS, the City Police Department ("Department") owns and operates radio communication equipment to assist it in its law enforcement duties and functions; and

WHEREAS, the Department has a desire to locate certain radio communication equipment in the approximate area of North Table Mountain in Golden, Colorado; and

WHEREAS, DMR Networks, Inc. d/b/a CallCom, Inc. ("DMR") owns a radio tower site on North Table Mountain ("Tower Site"); and

WHEREAS, DMR has expressed its willingness to lease space at the Tower Site to the City for purposes of locating and operating Department radio equipment, under those terms and conditions set forth in a proposed Tower Space License Agreement; and

WHEREAS, the City Council finds and determines that it promotes the public health, safety and welfare to secure long-term appropriate locations for Department radio equipment, and that it is therefore desirable to approve the proposed license agreement, the term of which could be twenty years; and

WHEREAS, Section 12.9 of the Wheat Ridge Home Rule Charter requires long-term leasehold and rental agreements to be approved by the City Council by ordinance.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WHEAT RIDGE, COLORADO:

Section 1. The Tower Space License Agreement between the City and DMR, attached hereto and incorporated herein by this reference, is hereby approved. The Mayor and Clerk are authorized to execute the same.

Section 2. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Wheat Ridge, that it is promulgated for the health, safety, and welfare of the public and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 3. Severability; Conflicting Ordinances Repealed. If any section, subsection or clause of this Ordinance shall be deemed unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected thereby. All other ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 4. Effective Date. This Ordinance shall take effect fifteen (15) days after final publication, as provided by Section 5.11 of the Charter.

INTRODUCED, READ, AND ADOPTED on first reading by a vote of _____ to _____ on this 27th day of November, 2017, ordered published in full in a newspaper of general circulation in the City of Wheat Ridge and Public Hearing and consideration on final passage set for December 11, 2017, at 7:00 o'clock p.m., in the Council Chambers, 7500 West 29th Avenue, Wheat Ridge, Colorado.

READ, ADOPTED AND ORDERED PUBLISHED on second and final reading by a vote of _____ to _____, this _____ day of _____, 2017.

SIGNED by the Mayor on this _____ day of _____, 2017.

Bud Starker, Mayor

ATTEST:

Janelle Shaver, City Clerk

Approved As To Form

Gerald E. Dahl, City Attorney

First Publication:
Second Publication:
Wheat Ridge Transcript
Effective Date:

TOWER SPACE LICENSE AGREEMENT

THIS AGREEMENT is made as January 1st, 2017 by and between DMR Networks, Inc. dba CallComm, Inc. ("Licensor) and The City of Wheat Ridge. ("Licensee").

THE LICENSOR AND LICENSEE AGREE AS FOLLOWS:

1. **Scope of License.**

Subject to the terms and conditions of this Tower Space License Agreement ("Agreement), Licensor hereby grants permission to Licensee to install, maintain and operate the radio communications equipment described in **EXHIBIT A AND EXHIBIT B** annexed hereto ("Equipment") at Licensor's communications site located at North Table Mountain, Golden, Colorado ("Site").

2. **Term.**

The term of this Agreement shall commence on January 1st, 2018 ("Commencement Date") and shall continue for a period of five (5) years ("Initial Term"), with three (3) additional five (5) year renewal period (s) ("Renewal Term(s) "). The Renewal Term (s) shall commence automatically without further action on the part of Licensor or Licensee; provided, however, that either party may terminate this Agreement at any time during the first year of the Initial Term, or at the expiration of the Initial Term by giving the other party written notice not less than one hundred twenty (120) days prior, or at the expiration of any Renewal Term (s) by giving the other party written notice not less than one hundred twenty (120) days prior to the expiration of the then current term.

3. **Fees.**

(a) Licensee shall pay to Licensor an annual fee for use of the tower site. The 2018 fee is Nineteen Thousand Thirteen Dollars and Forty Four Cents (\$19,013.44) plus utility charges from the previous year. All proceeding years' fees shall be payable no later than 30 days after the 28th day of every January. Subject to the provisions of Paragraph 5 (c) hereof, the Base Fee is exclusive of charges for the furnishing of electricity and other utilities to Licensee.

(b) Effective on the anniversary of the Commencement Date of this Agreement during each year of the Initial Term and any Renewal Term(s), the then current Base Fee payable by Licensee to Licensor shall be increased by an amount equal to (i) three (3.00%) percent over the total Base Fee payable by Licensee for preceding year.

(c) Licensee agrees that payment of any fees, additional fees or other payments set forth herein shall be due upon receipt of invoice from the Licensor, and that Licensee shall pay an additional charge of five (5.0%) percent of the annual fee for each payment made more than ten (10) days after it due date. Licensee further agrees that equipment will be disconnected for non-payment after 30 days of due date.

(d) All sums payable hereunder by Licensee, including, but not limited to,

the monthly Base Fee payable pursuant to this Section 3, shall be payable to DMR Networks, Inc. dba CallComm, P.O. Box 745145, Arvada, Colorado, 80006, Att. Accounts Payable, or to such other address as Licensor shall designate.

4. Inspection of Site.

The Site shall be provided in “AS IS” condition by Licensor. Licensee has visited and inspected the Site and accepts the physical condition thereof and acknowledges that no representations or warranties have been made to Licensee by Licensor as to the condition of the Site, including the tower or towers, as the case may be, and/or the storage facilities, or as to any engineering data. Licensee is responsible for determining all aspects as to the acceptability, accuracy and adequacy of the Site for Licensee, or to maintain, insure, operate or safeguard Licensee’s Equipment.

5. Installation, Maintenance and Operating Procedures.

(a) Licensee shall install, maintain and operate its equipment during the term hereof in compliance with all present and future rules and regulations of any local, State, or Federal authority having jurisdiction with respect thereto (including, without limitation, the rules and regulations of the Federal Communications Commission (“FCC”) and the Federal Aviation Administration (“FAA”). Prior to the installation of its Equipment, or any modification or changes to the Equipment, if any (but excluding repairs, minor modifications and/or replacement with substantially similar equipment), Licensee shall comply with the following:

(i) Licensee shall submit, in writing, all plans for such installations, modifications or changes for Licensor’s approval, such approval not to be unreasonably withheld or delayed, to DMR Networks, Inc. dba CallComm, P.O. Box 745135, CO., 80006, Att. Engineering. In order to assure Licensee’s compliance with the provisions of this Agreement, the plans and specifications for Licensee’s Equipment and any modifications thereto shall be submitted to engineers and consultants selected by Licensor for review and approval. All work performed at the Site in connection with the installation and modification of Licensee’s Equipment shall be performed at Licensee’s sole cost and expense either by Licensee’s employees or by contractors approved by Licensor, such approval not to be unreasonably withheld or delayed. Licensee shall require all contractors, as a condition to their engagement, to agree to be bound by provisions identical to those included in this Agreement, specifically those relating to the indemnification of Licensor and insurance requirements. The engagement of a contractor by Licensee shall not relieve Licensee of any of its obligations under this Agreement;

(ii) All of Licensee’s Equipment shall be clearly marked to show Licensee’s name, address, telephone number and the frequency and location. All coaxial cable relating to the Equipment shall be identified in the same manner at the bottom and top of the line. At Licensor’s request, Licensee shall promptly deliver to Licensor written proof of compliance with all applicable Federal, State, and local laws, rules and regulations in connection with any installations or modifications of Equipment; and

(iii) No work performed by Licensee, its contractors, subcontractors or materialsmen pursuant to this Agreement, whether in nature of construction, installation, alteration or repair to the Site or to Licensee’s Equipment, will be deemed to be for the immediate use and benefit of Licensor so that no mechanic’s or other lien will be allowed against the property and estate of Licensor by reason of any consent given by Licensor to Licensee to improve the Site. If any mechanic’s or other liens will at any time be filed against the Site or the

property of which the Site is a part by reason of work, labor, services, or materials performed or furnished, or alleged to have been performed or furnished, to Licensee or to anyone using the Site through or under Licensee, Licensee will forthwith cause the same to be discharged of record or bonded to the satisfaction of Licensor. If Licensee fails to cause such lien to be so discharged or bonded within ten (10) days after it has actual notice of the filing thereof, then, in addition to any other right or remedy of Licensor, Licensor may bond or discharge the same by paying the amount claimed to be due, and the amount so paid by Licensor, including reasonable attorneys' fees incurred by Licensor either in defending against such lien or in procuring the bonding or discharge of such lien, together with interest thereon at the statutory rate, will be due and payable by Licensee to Licensor as an additional fee hereunder.

(iv) Licensor reserves the right to require Licensee at its sole cost and expense, prior to the installation of the Equipment, to have a structural study of the tower performed by an engineer approved by Licensor. Licensor shall cooperate with Licensee and shall provide Licensee with any information available which is necessary to perform such study. Upon receipt of the structural study report ("Report"), Licensee shall provide a copy to Licensor for Licensor's approval. Licensor shall have fifteen (15) days to either approve the Report ("Report Approval") or inform Licensee of the Report's deficiencies, such approval not to be unreasonably withheld or delayed. If Licensor fails to give Report Approval to the Report within forty-five (45) days of Licensee's initial submission of the Report to Licensor, Licensee shall have the right to terminate this Agreement upon ten (10) days' prior written notice to Licensor. In the Event Licensor gives Report Approval and such approved Report indicates that structural repairs or modifications are necessary to support Licensee's Equipment, Licensee shall submit to Licensor a written construction proposal ("Proposal") for the structural repairs or modifications. Licensor shall have ten (10) days from the date it receives the Proposal to either approve the Proposal or cancel the applicable Site Lease upon fifteen (15) days' prior written notice to Licensee, in which case the parties shall have no further obligation with respect to this Agreement, except as specifically provided for herein. If Licensor approves the Proposal then Licensee shall either have such repairs or modifications performed at its sole cost and expense prior to the installation of the Equipment or Licensee may cancel this Agreement by giving fifteen (15) days' prior written notice to Licensor, in which event all prepaid rent or fees shall be refunded to Licensee and the parties shall have no further obligation with respect to this Agreement, except as specifically provided for herein.

(b) Notwithstanding anything to the contrary contained herein, Licensee agrees That in all matters where Licensor's approval is required, and Licensor determines in its sole discretion that a threat of interference or other disruption with the business of Licensor or other existing licensees or tenants exists, Licensor shall have the absolute right to withhold such approval.

(c) In the event Licensee requires an electric power supply and/or usage different from that currently at the Site and excluded within the Base Fee, Licensee shall, at its sole cost and expense, obtain such power supply. Any work performed in connection with this Paragraph 5 (c) shall comply with provisions of Paragraph 5 (a) hereof. Licensee hereby agrees that any power lines installed by Licensee shall run within the current easements of Licensor, and any deviation from such easement rights shall be corrected at Licensee's expense, which sum shall be immediately due upon the rendering of an invoice as an additional fee hereunder.

(d) In the event a zoning variance is required in connection with the installation or modification of the Equipment, Licensor shall have the right, at its discretion, to either (i) cancel this Agreement, or (ii) allow Licensee, at Licensee's sole cost and expense, to obtain such

variance. Licensor shall, at Licensee's request and expense, reasonably cooperate with Licensee in obtaining such variance.

(e) Licensee shall have the right of ingress and to the Site egress, at Licensee's sole cost and expense, for the purpose of maintenance and repair of Licensee's Equipment twenty-four (24) hours per day, seven (7) days per week. Licensor shall provide Licensee with a key and/or combination to the lock (s) at the Site in order to facilitate such access. In the event Licensee should require Licensor's assistance to gain access to the Site, Licensee shall reimburse Licensor for all costs and expenses incurred by Licensor as a result of such emergency access. All access to the Site shall be subject to the continuing control of, as well as the reasonable security and safety procedures established from time to time by, Licensor.

(f) During the term of this Agreement, Licensee shall have the right of ingress and egress to the Site, as referenced in Paragraph 5 (e) above, damages to access roads and easements by the elements, of God, excepted. Access shall be limited only to authorized personnel of Licensee, and Licensee shall require said personnel to utilize only four-wheeled drive vehicles. All access to the Site by Licensee's authorized personnel shall be at their own risk and Licensor shall not be held responsible for any acts of the personnel or the condition of the access roads or easements.

6. Interference.

(a) The installation, maintenance and operation of the Licensee's Equipment shall not interfere electrically, or in any other manner whatsoever, with the equipment, facilities or operations of Licensor or with any other licensees or tenants at the Site. Notwithstanding anything in this Agreement to the contrary, it is expressly understood and agreed that if the installation or operation of Licensee's Equipment shall interfere:

(i) With other radio communications systems and equipment installed prior to the Commencement Date of this Agreement, Licensee shall upon request (verbal or otherwise) immediately suspend its operations (except for intermittent testing) and do whatever Licensor deems necessary to eliminate or remedy such interference. If it is determined that such interference cannot be rectified., then Licensor may, at its option, terminate this Agreement upon written notice to Licensee, whereupon Licensee shall remove the Equipment at its sole cost and expense and in accordance with Section 8 herein. In the event Licensee fails to remove the Equipment within fifteen (15) days of such termination,

Licensor may remove and store any and all of Licensee's Equipment at Licensee's sole cost and expense; or

(ii) With any other radio communications systems and equipment installed at the Site after the Commencement Date of this Agreement, Licensee shall cooperate fully with Licensor and any future tenant or licensee injured by Licensee's interference ("Future Party") to remedy the interference. Licensee shall do whatever Licensor deems reasonably necessary to cure such interference, provided, however, that all costs related to remedying such interference is due to failure, defects or deficiencies in Licensee's system, Equipment, or installation.

(b) Licensee hereby acknowledges that Licensor has licensed, and will continue to license, space at and upon the Site to third parties for the installation and operation of radio communication facilities. Licensee accepts this Agreement with this knowledge and waives any

and all claims against Licensors resulting from or attributable to interference caused by present or future equipment, facilities or methods of operation employed by Licensors in its business upon the Site. Licensee also waives any and all claims against Licensors arising from interference resulting to Licensee by virtue of equipment, facilities or operations employed by any other licensee or tenant of Licensors in its business upon the Site. In the event that any such interference occurs that materially interferes with Licensee's utilization of the Site, Licensee, as its sole remedy, in lieu of any and all other remedies at law, or in equity, may terminate this Agreement at any time thereafter by giving Licensors thirty (30) days' prior written notice to that effect, and such termination shall be effective at the end of such thirty (30) day period, provided, however, that such termination will not be effective if Licensors eliminates such interference within thirty (30) days of Licensee's termination notice. Licensee shall pay Licensors any fees due for the period up to the termination of this Agreement. Any advance payments for periods after the termination of this Agreement will be reimbursed to Licensee.

(c) Licensors reserves the right to require Licensee to relocate one or more of its antenna (s) and Licensee agrees to relocate said antenna (s) at Licensee's expense, provided that said relocation does not substantially change the operation of Licensee's equipment.

7. Maintenance of Licensee's Equipment.

Licensee at its sole cost and expense shall be responsible for the maintenance of its equipment and improvements at the Site, if any, in accordance with all applicable laws and regulations and this Agreement. All maintenance work shall be performed by licensed contractors, previously approved in writing by Licensors, such approval not to be unreasonably withheld or delayed. In the event Licensors, in its opinion, determines that any structural modifications or repairs are needed to be made to any portion of the Site due to the presence of Licensee's Equipment or other improvements, Licensors shall notify Licensee of the needed modifications or repairs, and the following procedures shall apply:

(i) If structural modifications are necessary prior to Licensee's installation or modifications of the Equipment, then either: (A) Licensee shall, at its sole cost and expense, promptly make all such noticed modifications in accordance with Section 5 hereof; or (B) If such noticed modifications are not completed within sixty (60) days of such notice, either party shall have the right to terminate this Agreement by giving the other party thirty (30) days' prior written notice.

(ii) If repairs are necessary due to the presence of Licensee's Equipment, Licensee shall, at its sole cost and expense, promptly make all such noticed repairs in accordance with Section 5 hereof; provided, however, that in the event of an emergency, Licensors shall have the right to make such modifications or repairs at Licensee's expense, upon notice to Licensee, and such sum shall be immediately due upon the rendering of an invoice as an additional fee hereunder.

Each transmitter shall be equipped with a bandpass filter or duplexer providing a minimum of 60dB attenuation to adjacent receive frequencies. Additionally, all transmitters shall be equipped with an isolator, circulator or other directional device designed to prevent ingress of stray RF into the transmitter output circuits from the antennas. The isolator, circulator or other device shall provide a minimum of 50 dB isolation between the antenna and the transmitter output. Notwithstanding anything to the contrary contained within this Agreement, Licensee shall maintain and upgrade filtering and other appropriate devices on the Licensee's Equipment

so as at all times to eliminate or minimize interference and noise to a level (i) reasonably required by Licensor, and (ii) achievable through the use of state of the art technology.

8. **Removal of Licensee's Equipment.**

Provided that Licensee is not in default in the performance of its obligations Hereunder, at the expiration of this Agreement or earlier termination thereof, Licensee shall remove any and all of the Equipment. Such removal shall be performed pursuant to the guidelines set forth in Section 5 of this Agreement, without any interference, damage or destruction to any other equipment, structures or operations at the Site or any equipment of other licensee to tenants thereon. Licensee shall submit a removal plan for Licensor's written approval, interference or damage caused to the Site or equipment of other licensees or tenants by such removal shall be immediately repaired or eliminated by Licensee. If Licensee fails to make such repairs, at Licensor's sole cost and expense, within three (3) days after the occurrence of such damage, injury or interference, Licensor may perform all the necessary repairs at Licensee's cost and expense and such sum shall be immediately due upon the rendering of an invoice as an additional fee hereunder. Should licensee be in default in performance of its obligations, all equipment will remain on site until all obligations have been met as per this contract.

9. **Indemnification.**

(a) Licensee shall indemnify and hold Licensor harmless from (i) all costs of any damage done to Licensor's or other licensees' or tenants' facilities or equipment located at the Site, that occur as a result of the installation, operation or maintenance of Licensee's Equipment or other improvements; and (ii) any claims, demands, or causes of action for personal injuries, including any payments made under any workers compensation law or any plan of employee's disability and death benefits, arising out of Licensee's occupancy of the Site or the installation, maintenance and operation or removal of Licensee's Equipment, except only such damages, costs, claims, causes of action or demands caused solely by the gross negligence or willful misconduct of Licensor.

(b) Licensor shall not be responsible or liable to Licensee for any loss, damage or expense that may be occasioned by, through, or in connection with any acts or omissions of other licensees or tenants occupying the Site. Licensee hereby assumes the risk of the inability to operate as a result of any structural or power failures at the Site or failure of Licensee or Licensee's Equipment for any reason whatsoever and agrees to indemnify and hold Licensor harmless from all damages and costs to defending any claim or suit for damages of any kind, including but not limited to business interruption and attorneys' fees, asserted against Licensor by reason of such failure.

(c) Licensee shall also indemnify and hold Licensor harmless from any losses, liabilities, claims, demands or causes of action for property damage or personal injuries, including any payment made under any worker's compensation law or any plan of employees' disability and death benefits, arising out of or resulting from any claims, damages, losses, liabilities or causes of action resulting in any way from radio frequency radiation emissions from Licensee's Equipment or any other harmful effect of Licensee's Equipment.

10. **Damage or Destruction.**

Licensor and Licensee agree that Licensor shall in no way be liable for loss of use or other damage of any nature arising out of the loss, destruction or damage to the Site or to

Licensee's Equipment located thereon, by fire, explosion, windstorms, water or any other casualty or acts of third parties. In the event the Site or any part thereof is damaged or destroyed by elements or any other cause, Licensor may elect to repair, rebuild, or restore the Site or any part thereof, to the same condition as it was immediately prior to such casualty. In such event, the payments required herein shall cease as of the date of usable condition for Licensee's operation. If Licensor chooses not to repair, restore or build the Site, Licensor shall send to Licensee a notice of cancellation of this Agreement within thirty (30) days of such casualty. If this Agreement is canceled, the payments required herein shall terminate as of the date of such casualty.

11. **Insurance.**

(a) Licensee shall keep in full force and effect during the term of this Agreement a comprehensive general liability insurance policy, including blanket contractual and completed operations coverage, with limits of liability of at least One Million (\$1,000,000.00) Dollars in respect to bodily injury, including death, arising from any one occurrence, and Two Million (\$2,000,000.00) Dollars in respect to damage to property arising from any one occurrence. Said insurance policy shall be endorsed to include Licensor as an additional insured and shall provide that Licensor will receive at least (30) days' prior written notice of any cancellation or material change in such insurance policy. Licensee shall be required to furnish to Licensor, prior to the installation of the Equipment, and for the duration of this Agreement thereafter. Current certificates of insurance confirming that the insurance coverage as specified herein is in full force and effect.

(b) Notwithstanding the foregoing insurance requirements, the insolvency, bankruptcy, or failure of any insurance company carrying insurance for Licensee, or failure of any such insurance company to pay claims accruing, shall not be held to waive any of the provisions of this Agreement or relieve Licensee from any obligations under this Agreement.

12. **Taxes.**

Licensee hereby acknowledges that the existence of Licensee's Equipment and other improvements at the Site may result in an increase in the assessed valuation of the Site. Licensee agrees to reimburse Licensor upon receipt of documentation showing that Licensee's Equipment or other improvements caused an increase in the assessed value of the Site, for Licensee's proportionate share of any increases in the real estate taxes payable by Licensor as a consequence of the increase in assessed valuation. Licensor hereby agrees to cooperate with Licensee, at Licensee's sole cost and expense, to obtain an abatement of any such increased assessment. In the event any sales, use or other tax shall be payable by Licensor in connection with this Agreement, Licensee shall reimburse Licensor on demand for such payments or shall furnish necessary documentation to the appropriate government authorities to show that fee payments hereunder shall be exempt from such sales, use or other tax.

13. **Notices.**

All notices, demands, requests, or other communications which are required to be given, served or sent by one party to the other pursuant to this Agreement shall be in writing, and shall be mailed, postage prepaid, by registered or certified mail, or by a reliable overnight courier service with delivery verification, to the following addresses or such other address as may be designated in writing by either party:

If to Licensor: DMR Networks, Inc. dba CallComm.
P.O. Box 745135
Arvada, CO., 80006
Att. Accts Receivable

If to Licensee: City of Wheat Ridge
7500 W. 29th Ave
Wheat Ridge, CO 80033
Att. Radio Systems Management

Notice given by certified or registered mail or by reliable overnight courier shall be deemed delivered on the date of receipt (or on the date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U. S. Postal Service or such courier service.

14. **Default.**

(a) Any one or more of the following events shall constitute a default ("Default") by Licensee under this Agreement:

(i) the failure of payment of fees, additional fees or other payments set forth herein and such failure continues for ten (10) days after Licensor provides written notice thereof Licensee;

(ii) abandonment of either the Licensee Equipment or that portion of the Site upon which the Licensee Equipment was installed;

(iii) prosecution of any case, proceeding or other action under any existing or future law of any jurisdiction, domestic or foreign relating to bankruptcy, insolvency, reorganization or relief with respect to Licensee, or seeking reorganization, arrangement, adjustment, winding-up liquidation, dissolution, composition or other relief with respect to Licensee or Licensee's debts;

(iv) the making by Licensee of an assignment or any other arrangement for the general benefits of creditors under any state statute; or

(iv) Licensee's failure to perform any other of its obligations under this Agreement and such failure continues for thirty (30) days after Licensor gives written notice thereof to Licensee.

(b) In the event of a Default, Licensor shall be entitled at Licensor's option to terminate this Agreement and to remove all of Licensee's Equipment, improvements, personnel or personal property located at the Site at Licensee's cost and expense. In the event that Licensor should, as a result of the Default in the performance by Licensee of its obligations hereunder, incur any costs or expenses on behalf of Licensee or in connection with Licensee's obligations hereunder, such sums shall be immediately due to Licensor upon rendering of an invoice to Licensee as an additional fee hereunder.

(c) At any time or from time to time after the removal of the Licensee's property from the Site pursuant to Paragraph 15 (b) above, whether or not the current term of this Agreement shall have been terminated, Licensor may (but shall be under no obligation to) re-licenses Licensee's former space at the Site, or any part thereof, for the account of the Licensor,

for such term or terms (which may be greater than or less than the period which would otherwise have constituted the balance of the current term) and on such conditions (which may include concessions or free rent) and for such uses as Licensor, in Licensor's absolute discretion, may determine, and may collect and receive payments therefrom. Licensor shall not be responsible or liable for any failure to re-license Licensee's former space at the Site or any part thereof or for any failure to collect any payments due upon any such re-licensing.

(d) No Default pursuant to this Section 15, by operation of law or otherwise (except as expressly provided herein), no removal of Licensee's property from the Site pursuant to the terms of this Agreement, and/or no re-licensing of Licensee's former space at the Site shall relieve Licensee of Licensee's obligations or liabilities hereunder, all of which shall survive such Default, removal and/or re-licensing. Without limiting the foregoing, upon Licensee's removal from the Site pursuant to this Section 15, Licensee shall nonetheless remain liable for all license fees and other payments hereunder for the remainder of the then-current term.

(e) All of the rights, powers, and remedies of Licensor provided for in this Agreement or now or hereafter existing at law or in equity, or by statute or otherwise, shall be deemed to be separate, distinct, cumulative, and concurrent. No one or more of such rights, powers, or remedies, nor any mention of reference to any one or more of them in this Agreement, shall be deemed to be in the exclusion of, or a waiver of, any other rights, powers, or remedies provided for in this Agreement, or now or hereafter existing at law or in equity, or by statute or otherwise. The exercise or enforcement by Licensor of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise or enforcement by Licensor of any or all of such other rights, powers, or remedies.

15. **Assignment.**

(a) Licensor reserves the right to assign, transfer, mortgage or otherwise encumber the Site and/or its interest in this Agreement. Licensee shall upon demand execute and deliver to Licensor such further instruments subordinating this Agreement, as may be required by Licensor in connection with Licensor's contemplated transaction.

(b) Licensee may not assign, transfer, or otherwise encumber its interest in this Agreement without the prior written consent of Licensor, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, Licensor agrees that Licensee may assign this Agreement, upon prior notice to Licensor but without Licensor's consent, to (i) Licensee's parent; or (ii) any entity acquiring a controlling interest of Licensee's stock or to any party which acquires substantially all of the assets of Licensee.

16. **Miscellaneous.**

(a) This Agreement shall not be modified, extended or terminated (other than as set forth herein) except by an instrument duly signed by Licensor and Licensee. Waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach of such provision, or of a breach of any other provision of this Agreement.

(b) Licensor and Licensee represent and warrant to each other that no broker was involved in connection with this transaction and each party agrees to indemnify and hold the other harmless from and against the claims of any broker made in connection with this transaction.

(c) No modification, termination or surrender of this Agreement or surrender of Licensee's space at the Site or any part thereof or of any interest therein by Licensee shall be valid or effective unless agreed to and accepted in writing by Licensor, and no act by any representative or agent of Licensor, other than such a written agreement and acceptance, shall constitute an acceptance thereof.

(d) This Agreement embodies the entire agreement between the parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement.

(e) This Agreement may be executed in counterpart copies, each of which shall be deemed an original, but which together shall constitute a single instrument.

(f) All section heading and captions used herein are for the convenience of the parties only and shall not be considered a substantive part of the Agreement.

(g) Each of the parties hereto acknowledges to the other that it has had this Agreement reviewed by counsel of its choice and has been assisted by such counsel in the negotiation, preparation, execution and delivery of this Agreement.

(h) This Agreement shall be governed by and construed in accordance with the laws of the state of Colorado.

(i) This Agreement creates a license only and Licensee acknowledges that Licensee does not and shall not claim at any time, any real property interest or estate of any kind or extent whatsoever in the Site by virtue of this Agreement or Licensee's use of the Site pursuant hereto. Nothing herein contained shall be construed as constituting a partnership, joint venture or agency between Licensor and Licensee.

(j) Neither this Agreement nor any memorandum hereof shall be recorded in the land records of any county or city or otherwise without the prior written consent of Licensor.

(k) Terms and conditions of this subject lease agreement were memorialized and summarized by Steve Kabelis as illustrated in Attachment B. Initial invoice is memorialized and summarized in Attachment C. Licensee shall pay all its utility expenses on an annual basis as determined by the Licensor. Licensor shall invoice Licensee for utilities on an annual basis.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

Licensors: DMR Networks, Inc. dba CallComm

By: _____

Name: Alex Doyle

Title: Treasurer/CFO

Licensee: City of Wheat Ridge

By: _____

Name:

Title: _____

EXHIBIT A – ANTENNA HARDWARE LIST

- 1- TX 101-90-08-3-03 Omni (UHF band) antenna system
- 1- Rx 101-90-08-3-03 Omni (UHF band) antenna system
- 1 -2' SHF dish antenna system (SHF band)

EXHIBIT B – INTERIOR EQUIPMENT

8 channel MSTR V P25 Phase 2 TDMA capable repeater station and associated Rf/network equipment (UHF band)

NEC 9500 SHF radio and associated back haul equipment (SHF band)

-48 VDC power plant / 21 hr battery backup modules/ 12-24 vdc power convertors stations

Redundant AC units

ATTACHMENT A – BANDS OF FREQUENCIES

UHF for MSTRV P25 repeater and SHF frequency bands NEC
9500 back haul.



REQUEST FOR CITY COUNCIL ACTION

TITLE: COUNCIL BILL 21-2017 - AN ORDINANCE AMENDING 22-66 OF THE WHEAT RIDGE CODE OF LAWS REGARDING USE TAX APPLIED TO CONSTRUCTION EQUIPMENT AND CREDIT FOR SALES OR USE TAX PREVIOUSLY PAID TO ANOTHER MUNICIPALITY

- ☐ PUBLIC HEARING
☐ BIDS/MOTIONS
☐ RESOLUTIONS

- ☒ ORDINANCES FOR 1ST READING (11/27/2017)
☐ ORDINANCES FOR 2ND READING (12/11/2017)

QUASI-JUDICIAL:

☐ YES☒ NO
City Attorney
City Manager**ISSUE:**

At the regular general election held on November 8, 2016, the electorate of the City approved ballot question 2E, which increased the sales and use tax levied by the City by one-half of one percent, to 3.5% of the purchase price; therefore, it is necessary to amend the Code of Laws to implement this electoral decision. City Council approved Ordinance No. 1614 on February 27, 2017; however, two code provisions in Section 22-66 were not changed to reflect the voter approved tax increase to 3.5%. This proposed ordinance makes the appropriate change.

PRIOR ACTION:

City Council approved Ordinance No. 1614 on February 27, 2017 codifying this voter approved tax increase.

FINANCIAL IMPACT:

There is no financial impact with this ordinance change. The ordinance change is a clarification of the voter approved sales and use tax increase.

BACKGROUND:

City Council approved Ordinance No. 1614 on February 27, 2017; however, a couple of provisions in Section 22-66 were not changed to reflect the voter approved tax increase to 3.5%. The error was discovered by a staff member. The provisions include subsection (d) of Section

22-66 Use tax applied to construction equipment and subsection e of Section 22-66 Credit for sales or use tax previously paid to another municipality.

RECOMMENDATIONS:

Staff recommends amending Sections 22-66 regarding use tax applied to construction equipment and credit for sales or use tax previously paid to another municipality.

RECOMMENDED MOTION:

“I move to approve Council Bill 21-2017, an ordinance amending 22-66 of the Wheat Ridge Code of Laws regarding use tax applied to construction equipment and credit for sales or use tax previously paid to another municipality, on first reading, order it published, public hearing set for Monday, December 11 at 7 p.m. in City Council Chambers, and that it takes effect upon adoption.”

Or,

“I move to postpone indefinitely Council Bill 21-2017, an ordinance amending Section 22-66 of the Wheat Ridge Code of Laws regarding use tax applied to construction equipment and credit for sales or use tax previously paid to another municipality, for the following reason(s)
_____.”

REPORT PREPARED AND REVIEWED BY:

Heather Geyer, Administrative Services Director

Gerald Dahl, City Attorney

Patrick Goff, City Manager

ATTACHMENTS:

1. Council Bill 21-2017

CITY OF WHEAT RIDGE, COLORADO
INTRODUCED BY COUNCIL MEMBER _____
COUNCIL BILL NO. 21
ORDINANCE NO. _____
Series 2017

TITLE: AN ORDINANCE AMENDING SECTION 22-66 OF THE WHEAT RIDGE CODE OF LAWS REGARDING USE TAX APPLIED TO CONSTRUCTION EQUIPMENT AND CREDIT FOR SALES OR USE TAX PREVIOUSLY PAID TO ANOTHER MUNICIPALITY

WHEREAS, the City of Wheat Ridge, Colorado (the “City”), is a Colorado home rule municipality, duly organized and existing pursuant to Section 6 of Article XX of the Colorado Constitution; and

WHEREAS, pursuant to its home rule authority, the City is empowered to impose and collect sales and use taxes, a power the City Council (“Council”) has exercised through the adoption of Chapter 22 of the Wheat Ridge Code of Laws (“Code”); and

WHEREAS, in November of 2016, City electors approved an increase in the rate of both sales and use taxes, from three percent (3%) to three and one-half percent (3.5%), for each respective tax; and

WHEREAS, in order to codify the approval granted by the voters, the Council amended section 22-56 and section 22-66 of the Code by Ordinance No. 1614 on February 27, 2017, to increase the respective sales and use tax rates as a general matter; and

WHEREAS, the Council finds that certain amendments to Section 22-66 of the Code are necessary to make corollary amendments to references to those tax rates elsewhere.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WHEAT RIDGE, COLORADO:

Section 1. Subsection (d) of Section 22-66 of the Code is hereby amended as follows:

(d) *Use tax applied to construction equipment.* Proration of the use tax shall be applied to construction equipment as follows:

- (1) Construction equipment located within the boundaries of the city for more than thirty (30) consecutive days shall be subject to the full applicable use tax of the city.
- (2) Construction equipment which is located within the boundaries of the city for thirty (30) consecutive days or fewer shall be subject to the city's use tax as follows: the purchase price of the equipment shall be multiplied by eight and three-tenths (8.3) percent, the

result of which shall be multiplied by three **AND ONE-HALF (3.5)** percent, the result of which shall be the amount of use tax due.

- (3) Where the provisions of subsection (d)(2) of this paragraph are utilized, the credit provisions of this section shall apply at such time as the aggregate sales and use taxes legally imposed by and paid to other statutory or home rule municipalities on any such equipment equal to three **AND ONE-HALF (3.5)** percent. In order to avail itself of these procedures, the taxpayer shall:
 - a. Prior to or on the date the equipment is located within the boundaries of the city, the taxpayer shall file with the city an equipment declaration on a form provided by the city. Such declaration shall state the dates on which the taxpayer anticipates the equipment will be located within and removed from the boundaries of the city, shall include a description of each such anticipated piece of equipment, and shall include such other information as reasonably deemed necessary by the city.
 - b. The taxpayer shall file with the city an amended equipment declaration reflecting any changes in the information contained in any previous equipment declaration no less than once every ninety (90) days after the equipment is brought into the boundaries of the city or, for equipment which is brought into the boundaries of the city for a project of less than ninety-days duration, no later than ten (10) days after substantial completion of the project.
 - c. The credit provisions of subsection (e) shall not apply.

Section 2. Subsection (e) of Section 22-66 of the Code is hereby amended as follows:

(e) *Credit for sales or use tax previously paid to another municipality.*

- (1) The city's sales and use tax shall not apply to the storage, use or consumption of any article of tangible personal property the sale or use of which has already been subjected to a sales or use tax of another statutory or home rule municipality legally imposed on the purchaser or user equal to or in excess of three **AND ONE-HALF (3.5)** percent. A credit shall be granted against the city's use tax with respect to the person's storage, use or consumption in the city of tangible personal property, the amount of the credit to equal the tax paid by him by reason of the imposition of a sales or use tax of the previous statutory or home rule municipality on his purchase or use of the property. The amount of the credit shall not exceed three **AND ONE-HALF (3.5)** percent.

- (2) Credit shall not be given for use tax or warehouse tax paid to another jurisdiction if such tax was improperly assessed or imposed by the other jurisdiction.
- (3) Credit shall not be given for funds paid to another taxing jurisdiction for any type of permit or licensing fee.

Section 3. Severability, Conflicting Ordinances Repealed. If any section, subsection or clause of this Ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected thereby. All other ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 4. Effective Date. This Ordinance shall take effect upon adoption and signature by the Mayor and City Clerk, as permitted by Section 5.11 of the Charter.

INTRODUCED, READ, AND ADOPTED on first reading by a vote of ___ to ___ on this 27th day of November, 2017, ordered published in full in a newspaper of general circulation in the City of Wheat Ridge, and Public Hearing and consideration on final passage set for December 11, 2017 at 7:00 p.m. in the Council Chambers, 7500 West 29th Avenue, Wheat Ridge, Colorado.

READ, ADOPTED AND ORDERED PUBLISHED on second and final reading by a vote of ___ to ___, this _____ day of _____, 2017.

SIGNED by the Mayor on this _____ day of _____, 2017.

Bud Starker, Mayor

ATTEST:

Janelle Shaver, City Clerk

Approved as to Form

Gerald E. Dahl, City Attorney

First Publication:
Second Publication:
Wheat Ridge Transcript
Effective Date:

Published:
Wheat Ridge Transcript and www.ci.wheatridge.co.us

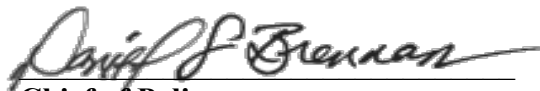
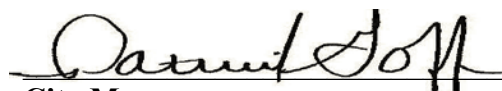
REQUEST FOR CITY COUNCIL ACTION

TITLE: RESOLUTION NO. – 41-2017 A RESOLUTION APPROVING ADDENDUM #1 TO THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF LAKEWOOD, THE CITY OF WHEAT RIDGE AND THE WEST METRO FIRE PROTECTION DISTRICT FOR THE USE AND MAINTENANCE OF A RADIO COMMUNICATIONS SYSTEM

- ☐ PUBLIC HEARING
☐ BIDS/MOTIONS
☒ RESOLUTIONS

- ☐ ORDINANCES FOR 1ST READING
☐ ORDINANCES FOR 2ND READING

QUASI-JUDICIAL:

☐ YES☒ NO
Chief of Police
City Manager**ISSUE:**

In 2014, the City of Wheat Ridge, the City of Lakewood and the West Metro Fire Protection District entered into an IGA to share the radio system sites on Mount Morrison and Green Mountain. In 2015, the same three entities participated in the procurement of radio equipment to place an eight-channel 800 MHz radio site on an existing tower site located on North Table Mountain near Golden. The location of this site offered the agencies the ability for improved radio signal strength in areas lacking adequate radio coverage in Wheat Ridge and Lakewood.

An amendment to the 2014 IGA is required to address responsibilities, frequency allocations and site costs for the new North Table Mountain site.

PRIOR ACTION:

Council approved the original Intergovernmental Agreement (IGA) between the City of Wheat Ridge and the West Metro Fire Protection District in 2005. In 2014, a new IGA adding The City of Lakewood.

FINANCIAL IMPACT:

The financial impact for the City of Wheat Ridge will be less than the current lease and radio maintenance costs as follows:

Year 2016 –	Mt. Morrison Site lease:	\$21,103.69
	Radio Maintenance:	<u>\$53,174.68</u>
	Total Cost	\$74,278.37
Year 2017 –	North Table Mountain lease:	\$19,748.74
	Radio Maintenance:	<u>\$35,519.00</u>
	Total Cost Estimate:	\$55,267.74

BACKGROUND:

In 2014, the City of Wheat Ridge, the City of Lakewood and the West Metro Fire Protection District entered into an IGA to share the radio system sites on Mount Morrison and Green Mountain. This agreement addressed the costs for technical service and system maintenance for the site equipment, as well as maintenance for participating agency radios to be accomplished by the Lakewood radio technicians. The agreement also addressed the ownership of site equipment and the annual site costs responsibilities for each agency.

In 2015, the three agencies procured grant funds to place an additional radio site on North Table Mountain just outside of Golden. Preliminary computerized signal coverage tests depicted an improvement in radio coverage from this site for areas in both Wheat Ridge and Lakewood. The site went live in 2016.

The addition of the North Table Mountain site will now allow for each entity to be responsible for the lease payment and associated utility costs for the site utilized as their primary site and utilizes the other sites for backup purposes should they lose their primary site.

RECOMMENDATIONS:

Staff recommends the approval of this resolution as it provides increased radio signal coverage, reduced costs, and future interoperability benefits with other public safety agencies.

RECOMMENDED MOTION:

“I move to approve Resolution No. 41-2017, a resolution approving addendum #1 to the intergovernmental agreement by and between the City of Lakewood, the City of Wheat Ridge and the West Metro Fire Protection District for the use and maintenance of a radio communications system.

Or,

“I move to postpone indefinitely Resolution No. 41-2017, a resolution approving addendum #1 to the intergovernmental agreement by and between the City of Lakewood, the City of Wheat

Ridge and the West Metro Fire Protection District for the use and maintenance of a radio communications system for the following reason(s) _____.”

REPORT PREPARED/REVIEWED BY:

Larry Stodden, Communications

Dave Pickett, Division Chief

Daniel Brennan, Chief of Police

Patrick Goff, City Manager

ATTACHMENTS:

1. Resolution No. 41-2017
2. West Metro Radio IGA Addendum #1
3. 2014 West Metro Intergovernmental Agreement

CITY OF WHEAT RIDGE, COLORADO
RESOLUTION NO. 41
Series of 2017

TITLE: A RESOLUTION APPROVING ADDENDUM #1 TO THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF LAKEWOOD, THE CITY OF WHEAT RIDGE AND THE WEST METRO FIRE PROTECTION DISTRICT FOR THE USE AND MAINTENANCE OF A RADIO COMMUNICATIONS SYSTEM

WHEREAS, pursuant to C.R.S. § 29-1-203, the cities of Wheat Ridge, Lakewood, and the West Metro Fire Protection District (collectively, “the Parties”) are each authorized to enter into cooperative agreements with other governmental entities to provide any function, service or facility; and

WHEREAS, under this authority, the Parties entered into an intergovernmental agreement, dated June 15, 2015, concerning the shared responsibility for and operation of a P25 radio communication system (the “IGA”); and

WHEREAS, subsequent to the effectiveness of the IGA, the West Metro Fire Protection District acquired additional radio capabilities and communications equipment through its merger with the Wheat Ridge Fire Protection District; and

WHEREAS, the Parties now wish to extend the benefits of the additional equipment and radio capabilities to all Parties, on an equitable basis, as set forth in a proposed Addendum # 1 to the IGA; and

WHEREAS, the Wheat Ridge City Council finds and determines that the proposed Addendum # 1 to the IGA would expand the City’s radio communication system capabilities and first-responder and public safety services, all in furtherance of the public health, safety and welfare; and

WHEREAS, in accordance with Section 14.2 of the City’s Home Rule Charter, the City Council wishes to approve the Addendum # 1 by resolution.

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

The Addendum #1 to the Intergovernmental Agreement By and Between the City of Lakewood, the City of Wheat Ridge and the West Metro Fire Protection District for the Use and Maintenance of a Radio Communications System, attached to this resolution and incorporated herein by reference, is hereby approved. The Mayor and City Clerk are authorized to execute the same.

DONE AND RESOLVED this 27th day of November, 2017.

Bud Starker, Mayor

ATTEST:

Janelle Shaver, City Clerk

**ADDENDUM #1 TO THE INTERGOVERNMENTAL AGREEMENT BY AND
BETWEEN THE CITY OF LAKEWOOD, THE CITY OF WHEAT RIDGE AND THE
WEST METRO FIRE PROTECTION DISTRICT FOR THE USE AND MAINTENANCE
OF A RADIO COMMUNICATIONS SYSTEM**

WHEREAS, The City of Wheat Ridge, The City of Lakewood and the West Metro Fire Protection District have acquired and implemented an eight channel P25 trunked radio system located at North Table Mountain; and

WHEREAS, the Wheat Ridge Fire Protection District (WRFPD) has merged with the West Metro Fire Protection District (WMFPD) augmenting their radio capabilities and communications equipment; and

WHEREAS, Wheat Ridge, Lakewood and West Metro Fire will each benefit through utilization of this radio site; and

NOW, THEREFORE, in consideration of the above and the mutual covenants made herein, the Parties agree as follows:

- 1) Wheat Ridge agrees to permit use of their North Table Mountain radio site by West Metro Fire and Lakewood at no cost to either entity, Lakewood agrees to permit use of their Green Mountain radio site by West Metro Fire and Wheat Ridge at no cost to either entity, and West Metro agrees to permit use of their Mount Morrison radio site by Wheat Ridge and Lakewood at no cost to either entity.
- 2) Wheat Ridge assumes responsibility for all lease and utility payments for the North Table Mountain site, West Metro assumes responsibility for all lease and utility payments for the Mount Morrison site, and Lakewood assumes responsibility for all associated payments for the Green Mountain site.
- 3) The three (3) member agencies of the IGA have a combined total of twenty two (22) 800 MHz frequency pairs with six (6) pairs owned by Wheat Ridge, three (3) pairs owned by West Metro Fire, and thirteen (13) pairs owned by Lakewood.
- 4) Section 1.2 of the current IGA shall be null and void and replaced with the following:
“Lakewood has a Radio Communications Bureau providing communications services to Lakewood’s Police Department and non-public safety entities. West Metro and Wheat Ridge have a need for communications technical assistance parallel to Lakewood. West Metro and Wheat Ridge agree to pay their fair share of the costs associated with the services to be provided by Lakewood split between West Metro and Wheat Ridge.”
- 5) Section 2.4, of the current IGA shall be null and void and replaced with the following:
 - \$71,038.00 (baseline for year 2017) to Lakewood Radio from West Metro Fire for radio labor, vehicles, fuel, maintenance, specialized equipment repair, tools and test equipment.

- \$35,519.00 (baseline for year 2017) to Lakewood Radio from Wheat Ridge for radio labor, vehicles, fuel, maintenance, specialized equipment repair, tools and test equipment.
- If required in the future, and desired by the Parties, Harris annual FX maintenance shall be divided among the entities according to the following understanding: Lakewood three sixths, West Metro two sixths, and Wheat Ridge one sixth.
- A “not to exceed” 5% annual increase specific to the costs identified above.
- Overtime shall be invoiced separately at one and one-half the hourly rate directly to the effected Party.
- Repair and replacement parts shall be invoiced separately and on an intervallic basis directly to the effected Party.
- Annual billing to the Parties shall be the first month of the year and payment shall be within 60 days of the date of the invoice. Electronic billing is acceptable to all Parties.

6.0 ACCEPTANCE AND APPROVAL

- 6.1 Points of Contact (POC). The following individuals will be involved with the administration of this Agreement. In the event any designated POC changes, the changing Party agrees to notify the other Parties.

Lakewood Contact:

Steve Kabelis
Radio Division Manager
445 S. Allison Parkway
Lakewood, Colorado 80226
Telephone Number: 303-987-7354
Email: stekab@lakewoodco.org

West Metro Fire Contact:

Bob Olme
Division Chief, Communications
433 S. Allison Parkway
Lakewood, Colorado 80226
Telephone Number: 303-989-4307 x514
Email: bolme@westmetrofire.org

Wheat Ridge Contact:

Chris Garramone
Interim Communications Manager
7500 W. 29th Avenue
Wheat Ridge, Colorado 80033
Telephone Number: 303-235-2977
Email: cgarramone@ci.wheatridge.co.us

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this day_____ and year_____.

CITY OF LAKEWOOD

ATTEST:

By: _____
Margy Greer, City Clerk

By: _____
Kathleen E. Hodgson,
City Manager

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

By: _____
Mark Pray, Director I.T. Dept.

By: _____
Gregory Graham, Deputy
City Attorney

Date: _____

WEST METRO FIRE PROTECTION DISTRICT

ATTEST:

By: _____
Wendy Volmer, Secretary

By: _____
Pam Freely, Board President

Date: _____

CITY OF WHEAT RIDGE

ATTEST:

By: _____
Janelle Shaver, City Clerk

By: _____
Bud Starker, Mayor

APPROVED AS TO FORM:

By: _____
Gerald Dahl, City Attorney

Date: _____

copy

15-05012

**AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
THE CITY OF LAKEWOOD, THE CITY OF WHEAT RIDGE AND THE WEST
METRO FIRE PROTECTION DISTRICT FOR THE USE AND MAINTENANCE
OF A SHARED RADIO COMMUNICATIONS SYSTEM**

THIS AGREEMENT ("Agreement") is by and between the City of Lakewood, a Colorado municipal corporation, on behalf of the City and the Lakewood Police Department ("Lakewood" or "LPD"); the City of Wheat Ridge, a Colorado municipal corporation, on behalf of the Wheat Ridge Police Department ("Wheat Ridge" or "WRPD"); and the West Metro Fire Protection District ("West Metro").

WITNESSETH

WHEREAS, C.R.S. § 29-1-203, as amended, permits and encourages local governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other local governments in order to provide any lawfully authorized function, service, or facility; and

WHEREAS, each of the Parties is engaged in emergency response and other public safety functions that rely on radio communications systems; and

WHEREAS, public safety and first responder radio communications systems consist of electronic network switching equipment, microwave equipment, fixed hardware components, terminal equipment, mobile and portable radios, tower facilities, and computer software, among other things; and

WHEREAS, currently, Lakewood shares and has joint and equal ownership with Wheat Ridge and West Metro a P25 radio communication system maintained by Lakewood with facilities located in and around its respective jurisdiction, specifically Mount Morrison and Green Mountain; and

WHEREAS, the Parties wish to enter into this Agreement to set forth the rights and responsibilities of each Party concerning the P25 radio system; and

WHEREAS, the Parties may, in the future, wish to allow other agencies or entities to join as Partner Agencies to this Agreement, and to allow other agencies or entities to use a Party's individual radio communications system under the terms and conditions set forth herein; and

WHEREAS, the establishment and maintenance of the P25 radio system will promote the public safety and general welfare of the residents of the City of Lakewood, the City of Wheat Ridge and the West Metro Fire Protection District; and

NOW, THEREFORE, in consideration of the above and the mutual covenants made herein, the Parties agree as follows:

2.2 Core Equipment/Facilities.

- West Metro currently houses the Regional Shared Core at its Administration building and agrees to continue doing so under this Agreement: at no cost to Wheat Ridge and/or Lakewood.
- All Parties acknowledge that the Shared Core and all related communications, network and microwave equipment housed at the West Metro Administration building is equally owned between West Metro and Lakewood.
- West Metro currently provides space, facilities, support, and security for shared infrastructure and microwave equipment at its Administration building and agrees to continue doing so under this Agreement: at no cost to Wheat Ridge and/or Lakewood.
- West Metro currently provides one office for use by Lakewood technical staff and agrees to continue doing so under this Agreement at no cost to Lakewood or Wheat Ridge.
- West Metro agrees to provide 24/7 access to the radio equipment areas for Lakewood radio technicians for system and equipment servicing: emergency and non-emergency.

2.3 Technical Service/Operations.

- The employees of the Radio Communications Division shall be Lakewood employees, subject to Lakewood management, personnel rules and policies.
- The Parties agree that radio system technician(s) shall be provided by Lakewood and made available on a 24/7 basis to service West Metro and Wheat Ridge communications and communications emergencies.
 - Response times shall be as follows:
 - Priority 1: within one hour of call out. Examples include two or more repeater channels non-functional at any tower site, two or more dispatch consoles non-functional at a Lakewood or West Metro communications center or, one console at a Wheat Ridge communications center.
 - Priority 2: within one working day. Examples include one dispatch console non-functional, a DAS inoperable. Specific to Wheat Ridge, a marked unit needing servicing for a radio specific issue.
 - Priority 3: usually within two working days. Examples include individual equipment repair, special equipment servicing requests.
 - Services to be performed by Lakewood's technicians include system repairs, diagnostics, maintenance, programming, troubleshooting, and related technical work regarding

in writing by the Parties, shall be cost shared equally among the Parties. Further, the Parties agree that in event of any system upgrade or communications equipment purchase benefiting only one Party, said Party shall be solely responsible for all related costs. Such upgrade shall not diminish the communications operations or capability of the non-participating entity, or entities, during or after the upgrade.

- 2.7 Appropriation. The Parties' obligations under this Agreement are expressly subject to annual appropriation being made by each Party in an amount sufficient to allow the Parties to perform their obligations under this Agreement. If adequate funds are not appropriated, this Agreement may be terminated by a Party without penalty. The Parties' obligations under this Agreement do not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado. All Parties are prohibited by law from making fiscal commitments beyond the term of their current fiscal period. It is the intent of the Parties that this Agreement shall be for an initial term of twenty years, dependent upon yearly appropriation of the necessary funds. Wheat Ridge and West Metro shall notify Lakewood by November 1st of each year if funds have not been appropriated for the purposes of this Agreement. The "services" portion of this Agreement shall terminate on December 31st of the same year after which notification of non-appropriation has occurred specific to the Party so notifying. However, the Parties agree that for the 24-month period following notification of non-appropriation, Wheat Ridge frequencies shall remain in use at the Mount Morrison site, and Wheat Ridge shall retain the right to utilize Mount Morrison for radio communications purposes only; otherwise this Agreement shall remain in full force and effect.
- 2.8 Indemnification. No Party shall be responsible for any related conditions, warranties, billings, and representations, expressed or implied, among parties except as herein set forth. Each Party is a public entity and no Party waives the obligations or benefits afforded it by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.
- 2.9 Termination of Agreement. Notwithstanding the annual appropriations identified in paragraph 2.7, this Intergovernmental Agreement may be terminated upon 24-months' notice, in writing, by one Party to the others. In event of such notice, equipment owned by the individual Parties shall remain the sole responsibility of that Party. Specific to Shared Core Equipment; any Party may offer to purchase the other Party's interest in the Shared Core Equipment. No Party is obligated to purchase said Equipment. The purchase price of the Shared Core Equipment at the time of termination shall be based upon the value of the proportional remaining life of said Equipment. If no Party wishes to continue ownership of the

administration of that Party's individual radio communications system and of this Agreement. Each Party will make its best efforts to communicate to the other the name and contact information of this designated employee.

Chiefs means collectively the LPD Chief of Police, the WRPD Chief of Police and the Chief of West Metro.

Core means the electronic backbone of the radio communications system consisting of a shared network switching center housed primarily in Denver and Lakewood and is more fully described below.

Equipment means those items described in subsection 2.2 of this Agreement and includes any replacement equipment or new equipment or components made necessary due to technological or other advances in radio communications. It also includes Core Software and any upgrades thereto.

Partner Agency means Lakewood, Wheat Ridge and West Metro or any agency or entity that in the future becomes a party to this Agreement.

Partner Agency Equipment means the components of each Partner Agency's individual radio communications system that are purchased separately by that Partner Agency, maintained at that Partner Agency's expense, and necessary to support that Partner Agency's connection to the system pursuant to this Agreement. This may include, but is not limited to, each Partner Agency's fixed hardware including dispatch consoles, microwave equipment, terminal equipment, mobile and portable radio equipment, towers and related facilities and appurtenances, and software necessary to maintain connectivity to the system or to Users.

Radio System means the P25 Harris Radio System currently being shared by the Partner Agencies. This system consists of all the equipment necessary to provide and support the provision of radio communications for the Partner Agencies currently located at the Mount Morrison and Green Mountain sites.

Software means computer programs licensed for use by Harris Corporation ("Harris") to the Parties in operating the Radio System and any updates thereto or successor versions or releases thereof. Maintenance and support services for the Software may be referred to as "Software FX."

Shared Core/Partner Agency Equipment means an item of Core Equipment that is utilized as an important component piece of one Partner Agency's individual radio communications system and that has been designated by the Agency Radio Communication Systems (RCS)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this day 15th day of June and year 2015.

APPROVED AS TO FORM:

[Signature]

ATTEST:

Janelle Shaver



CITY OF WHEAT RIDGE

Signed: Joyce Jay

Name: Joyce Jay

Title: Mayor

Date: _____

WEST METRO FIRE PROTECTION DISTRICT

Signed: Pamela M. Feely

Name: Pamela M. Feely

Title: Board President

Date: December 9, 2014



ATTEST:

By: Margy Greer
Margy Greer, City Clerk

CITY OF LAKEWOOD

By: Kathleen E. Hodgson
Kathleen E. Hodgson, City Manager

APPROVED AS TO CONTENT:

By: Kevin Paletta
Kevin Paletta, Chief of Police

APPROVED AS TO FORM:

By: [Signature]
City Attorney

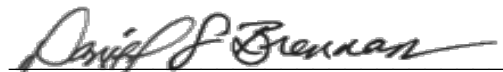
REQUEST FOR CITY COUNCIL ACTION

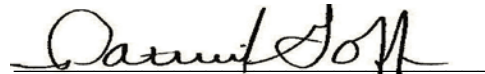
TITLE: A MOTION TO APPROVE PAYMENT TO MOTOROLA SOLUTIONS INC. IN THE AMOUNT OF \$137,836.40 FOR THE PURCHASE OF FIFTY-TWO (52) APX-6500 MOBILE RADIOS AND ACCESSORIES

☐ PUBLIC HEARING
☒ BIDS/MOTIONS
☐ RESOLUTIONS

☐ ORDINANCES FOR 1ST READING
☐ ORDINANCES FOR 2ND READING

QUASI-JUDICIAL: ☐ YES ☒ NO


Chief of Police


City Manager

ISSUE:

These new radios will replace current radios utilized in the police department's vehicle fleet. The current radios are nearing end of life and are no longer able to be upgraded with needed software that is considered beneficial to public safety users.

PRIOR ACTION:

In 2016, City Council approved funding in the amount of \$226,750.00 to be included in the 2017 budget for the purchase and installation of new radios.

FINANCIAL IMPACT:

The financial impact to purchase fifty-two Motorola APX-6500 radios with accessories, including a credit for the trade-in of the old equipment, is \$137,836.40. The Equipment Replacement Fund, GL# 57-204-800-805, includes funds for both the purchase and installation of mobile radio equipment. Installation of the radios will not exceed the remaining fund balance.

BACKGROUND:

In 2005, Wheat Ridge, along with the Lakewood Police Department, West Metro Fire Protection District, and Wheat Ridge Fire Protection District obtained mobile and portable handheld radios along with radio site equipment through a 2003 Urban Area Security Initiative (UASI) grant.

The department has already upgraded portable radios because of their age and the need for software upgrades. The current mobile radios are over 12 years old and in need of replacement because they are no longer capable of being upgraded with new software.

The Staff researched the NASPO ValuePoint Cooperative Purchasing Program award utilized by the State of Colorado for Public Safety Communications Equipment, Contract #06913. The NASPO award allows for multiple equipment vendors including Motorola Solutions and Harris Corporation, as manufacturers of public safety communications equipment. Both companies manufacture equipment that meet or exceed the specifications required by the City. Both companies also provided direct quotes for 50 mobile radios and associated accessories. Harris quoted the same price that was shown in the NASPO radio equipment contract which was, on average, 28% off list. The Motorola Solutions Inc. direct quote is less than the NASPO bid, and represents a savings of 50% off list price. The City has an actual need for 52 units. The cost of \$137,836.40 is for fifty-two (52) radios and includes trade in of our current mobile radios. There is no additional cost for shipping.

RECOMMENDATIONS:

Staff recommends the purchase of mobile radios with accessories specifically designed for public safety use from Motorola Solutions Inc.

RECOMMENDED MOTION:

“I move to approve payment to Motorola Solutions Inc. in the amount of \$137,836.40 for fifty-two (52) APX-6500 mobile radios and accessories.

Or,

“I move to deny payment to Motorola Solutions Inc. in the amount of \$137,836.40 for the purchase of fifty-two (52) APX-6500 mobile radios and accessories for the following reason(s) _____.”

REPORT PREPARED/REVIEWED BY:

Larry Stodden, Police Department

Dave Pickett, Division Chief, Police Department

Dan Brennan, Chief of Police

Jennifer Nellis, Purchasing Agent

Patrick Goff, City Manager

ATTACHMENTS:

1. Motorola Solutions, Inc. Quote



Bill To/Ship To:
Wheat Ridge, City of
7500 W. 29th Ave
Wheat Ridge, CO 80215

Quote No: QU0000414268v2
Effective: 20 October 2017
Effective To: 15 December 2017

Attention:
Name: Larry Stodden
Email: lstodden@ci.wheatridge.co.us
Phone: 303-235-2937

Sales Contact:
Name: Lisa Mansuetti
Email: lisa.mansuetti@motorolasolutions.com
Phone: 720-441-9545

Contract Number: NASPO ValuePoint
Freight Terms: FOB Destination
Payment Terms: Net 30 Due

Item #	Part Number	Description	Qty	APC	Discount*	Unit List Price	Your Price	List Price Extended	Your Price Extended
l	M25URS9PW1AN	APX6500 7/800 MHZ MID POWER MOBILE	52	527	50%	\$ 2,438.00	\$ 1,219.00	\$126,776.00	\$ 63,388.00
la	W22BA	ADD: STD PALM MICROPHONE APEX	52	656	50%	\$ 72.00	\$ 36.00	\$ 3,744.00	\$ 1,872.00
lb	GA05100AA	ENH: STD WARRANTY APPLIES-NO SFS	52	185	N/A	\$ -	\$ -	\$ -	\$ -
lc	G618AC	ADD: CBL REMOTE MOUNT 10 FEET	52	656	50%	\$ 10.00	\$ 5.00	\$ 520.00	\$ 260.00
ld	G843AH	ADD: AES ENCRYPTION APX	52	656	50%	\$ 475.00	\$ 237.50	\$ 24,700.00	\$ 12,350.00
le	W969BG	ADD: MULTIPLE KEY ENCRYPTION OPERATION	52	656	50%	\$ 330.00	\$ 165.00	\$ 17,160.00	\$ 8,580.00
lf	G442AJ	ADD: O5 CONTROL HEAD	52	656	50%	\$ 432.00	\$ 216.00	\$ 22,464.00	\$ 11,232.00
lg	G67BC	ADD: REMOTE MOUNT MID POWER	52	656	50%	\$ 297.00	\$ 148.50	\$ 15,444.00	\$ 7,722.00
lh	G806BE	ADD: ASTRO DIGITAL CAI OPERATION	52	656	50%	\$ 515.00	\$ 257.50	\$ 26,780.00	\$ 13,390.00
li	G444AE	ADD: APX CONTROL HEAD SOFTWARE	52	656	50%	\$ -	\$ -	\$ -	\$ -
lj	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	52	656	50%	\$ 43.00	\$ 21.50	\$ 2,236.00	\$ 1,118.00
lk	B18CR	ADD: AUXILARY SPKR 7.5 WATT	52	656	50%	\$ 60.00	\$ 30.00	\$ 3,120.00	\$ 1,560.00
ll	GA00235AA	ADD: NO GPS ANTENNA NEEDED	52	656	50%	\$ -	\$ -	\$ -	\$ -
lm	G51AU	ENH: SMARTZONE OPERATION APX6500	52	656	50%	\$ 1,200.00	\$ 600.00	\$ 62,400.00	\$ 31,200.00
ln	GA00580AA	ADD: TDMA OPERATION	52	656	50%	\$ 450.00	\$ 225.00	\$ 23,400.00	\$ 11,700.00

\$ 6,322.00 \$ 3,161.00 \$328,744.00 \$ 164,372.00
Trade In Per Unit: \$ (510.30)
Total Trade-In Value: \$ (26,535.60)
Total Price (Extended): \$ 137,836.40

*Discount is based on quantity order and order placed with radios shipped in 2017.


ATTACHMENT 1

REQUEST FOR CITY COUNCIL ACTION**TITLE: MOTION TO AWARD CONTRACT TO BARKER RINKER SEACAT ARCHITECTURE IN THE AMOUNT OF \$352,255 FOR ANDERSON PARK RENOVATION DESIGN AND CONSTRUCTION DOCUMENTS**

- ☐ PUBLIC HEARING
☒ BIDS/MOTIONS
☐ RESOLUTIONS

- ☐ ORDINANCES FOR 1ST READING
☐ ORDINANCES FOR 2ND READING

QUASI-JUDICIAL:

☐ YES☒ NO
Parks and Recreation Director
City Manager**ISSUE:**

The scope of this contract award includes design services for renovating the existing Anderson Building and Bathhouse as well as the existing Anderson Park per the adopted Anderson Park Master Plan.

The renovation of Anderson Park is one of the four projects approved by voters through the 2E Bond Issue, Investing 4 the Future, in November of 2016.

The improvements associated with this project are intended to provide an updated park that functions effectively for the current uses, future trends and park users.

PRIOR ACTION:

In November of 2016, Wheat Ridge voters approved a ½ cent increase in the City's sales tax rate in order to fund investments that will improve the community. The renovation of Anderson Park is one of the four projects identified for use of these funds.

A contract was awarded to Moore Iacofano Goltsman Inc (MIG) to prepare a Master Plan for the park. The MIG team included Barker Rinker Seacat (BRS) and several other specialized firms who have been very involved in the Master Plan concept. The Park and Recreation Commission recommended approval of the preferred concept plan/master plan. City Council approved the Master Plan by Resolution at the October 23, 2017 regular meeting.

FINANCIAL IMPACT:

Bond funding for the Anderson Park Renovation is \$4 million. The adopted Master Plan construction costs exceed this amount. Additional funds have been appropriated in the Open Space Fund and the Conservation Trust Fund to supplement the costs of the project. An additional \$4,000 will be encumbered to Barker, Rinker, Seacat for reimbursable expenses such as printing and travel related to the work on this project.

The scope of work represented in the fees is based on the project moving forward with a Construction Manager/General Contractor (CM/GC) approach. Based on the budget for the project and current construction conditions in the market, the CM/GC approach is a cost effective method to insure the project can be constructed with the funds available.

BACKGROUND:

The 2015 Parks and Recreation Master Plan was adopted by City Council in April of 2015. The plan recommends redevelopment of Anderson Park. This beautiful and unique park currently borders Clear Creek on two sides, has a large picnic pavilion, playground, baseball field and soccer field. It also houses the Anderson Building, outdoor pool, Parks, Forestry and Open Space maintenance shops and administration buildings and is the venue for the Carnation Festival and Kite Flite Festival.

The Neighborhood Revitalization Strategy recommends improving the entrance and view corridors into the park to maximize the location and awareness of the existence and different amenities at the park.

A public input process was conducted by MIG, Inc. and Barker, Rinker, Seacat Architecture to determine the final adopted Anderson Park Master Plan recommendation. The intent of the original scope of the project was to select a team with the capacity to change the lead position when contracting for building design and construction drawing services, giving the architect the lead role. Barker, Rinker, Seacat Architecture is fully qualified, informed and vested in the success of this renovation project at Anderson Park.

RECOMMENDATIONS:

Staff recommends award of contract for Anderson Park Renovation to Barker Rinker Seacat Architecture for design and construction services.

RECOMMENDED MOTION:

“I move to award contract to Barker Rinker Seacat Architecture in the amount of \$352,255 for Anderson Park Renovation design and construction documents.

Or,

“I move to deny award of contract to Barker Rinker Seacat Architecture for Anderson Park Renovation design and construction documents for the following reason(s)

_____.”

REPORT PREPARED/REVIEWED BY:

Joyce Manwaring, Director of Parks and Recreation

Patrick Goff, City Manager

ATTACHMENTS:

1. Anderson Park Renovation Design Proposal



**BARKER
RINKER
SEACAT**
ARCHITECTURE

November 13, 2017

Ms. Joyce Manwaring
Director Parks and Recreation
City of Wheat Ridge
4005 Kipling Street
Wheat Ridge, CO 80033

Subject: Anderson Park Building & Bathhouse Renovation / Anderson Park Design Services Proposal for Schematic Design – Construction Documents

Dear Joyce,

Barker Rinker Seacat along with our landscape design partner, MIG, are pleased to offer our proposal to perform design services for renovating the existing Anderson Building & Bathhouse as well as the existing Anderson Park per the concept design outlined in the approved October 2017 Anderson Park Master Plan. In the following documents we describe our proposed scope of services, schedule, and fees for developing and documenting the design based on our project definition meeting held on October 31, 2017 at the Wheat Ridge Recreation Center.

Attached is "Exhibit A" with the outline of our proposed scope of services and "Exhibit B" with a breakdown of our fee proposal. Please let us know if this meets your approval and we will work on formalizing an agreement with the City of Wheat Ridge based on the standard form of agreement between Owner and Architect provided by the City.

We look forward to beginning work and continuing our valued relationship with the City of Wheat Ridge Parks and Recreation Department.

Regards,

Kevin Armstrong, AIA | LEED AP
Project Manager
Barker Rinker Seacat Architecture

DENVER
3457 RINGSBY COURT
UNIT 200
DENVER, CO 80216

DALLAS
129 S. MAIN ST.
UNIT 230
GRAPEVINE, TX 76051

CONTACT
303.455.1366
WWW.BRSARCH.COM

ATTACHMENT 1

Exhibit A

Project Understanding

Our work will encompass the development of construction documents necessary for bidding and construction for the renovation of the Anderson Building & Bathhouse and Anderson Park design outlined in the October 2017 Anderson Park Master Plan. This document serves as the basis for the project design scope and budget. The overall budget stated for the building renovation and park project combined is estimated to have a project cost of approx. \$5.4 million (\$4.4 million construction cost including construction contingencies) for the base scope plus potential alternates if funding is available. The project and construction budget will be refined as the project commences.

The conceptual design presented in the Anderson Park Master Plan envisions renovations to the roughly 28-acre park and the approximately 12,700 SF recreation center and bathhouse. There is also a small addition of a lifeguard room that is to be added adjacent to the renovated bathhouse off the outdoor pool deck.

The overall project will be organized as the two separate scope areas, vertical construction at the Anderson Building & Bathhouse and horizontal construction in Anderson Park. BRS will hold the prime contract for design and will lead the overall Design Team acting as the design project manager and primary point of contact for coordination and contracting. BRS will serve as Architect of Record for the Anderson Building & Bathhouse. MIG will lead the Anderson Park aspect of the project. The consultant team will work collaboratively with BRS and MIG to provide a coordinated process between the building and park scopes.

For the project the City of Wheat Ridge will select a Construction Manager/ General Contractor (CM/GC) during the onset of the project to assist with Pre-Construction Services. It is anticipated that the CM/GC will be under contract with the City to review and price the schematic design package. The CM/GC will oversee both the building and park aspects of the project.

The City has agreed that the facility will be closed during construction.

The City is seeking to improve the energy use performance of the buildings and park, but is not seeking LEED certification.

This scope of services request is for design only from Schematic Design to 100% Construction Documents. These services including necessary design work to receive a building permit and clarify final bid documents. Bidding and Negotiation services and Construction Administration services are not a part of this scope of work and will be requested separately as an additional proposal.

Project Team

Our team will include the following disciplines and firms:

- | | |
|----------------------------------|------------------------------------|
| • Architect of Record | Barker Rinker Seacat (BRS) |
| • Landscape Architect | MIG |
| • Civil Engineer | Kiowa Engineer |
| • Irrigation Design | Avocet Irrigation Design |
| • Geotechnical Investigation | CTL Thompson |
| • Structural Engineer | Weeks & Associates (W&A) |
| • Mechanical & Plumbing Engineer | Moen Engineering Consultants (MEC) |
| • Electrical Engineer | AE Design (AED) |

Proposed Schedule

This schedule for the design of the building and park project is developed based on the concept of starting construction in September 2018 after the summer pool season. The project has been categorized in the following phases with associated meetings with the Owner, deliverables, and review periods.

Design Services – Current Proposal			
Phase (# of meetings with City)	Duration	Proposed Start	Proposed Finish
Schematic Design (2)	6 weeks	Early January 2018	Mid-February 2018
Phase Review/SD Estimate	2 weeks	Mid-February 2018	Late February 2018
Design Development (2)	6 weeks	Early March 2018	Mid-April 2018
Phase Review/DD Estimate	2 weeks	Mid-April 2018	Mid-April 2018
Value Engineering Review	1 week	Late April 2018	Late April 2018
Construction Documentation (2)	6 weeks	Early May 2018	Early June 2018
90% Construction Documents / Permit Review Package	5 weeks	Early June 2018	Early July 2018
Final Construction Documentation (1)	2 weeks	Early July 2018	Late July 2018
Total Design	30 weeks		

The number of meetings listed above to be held with the City of Wheat Ridge are proposed to allow for a clear, straightforward design process to allow critical decisions to be made at the right time. BRS and MIG will lead the process and we intend to coordinate the scheduling of these meetings to have the building renovation and park meetings occur consecutively on the same day to maximize the efficiency for all project team members. There will be overlap between the end of the first meeting and the beginning of the second to allow critical information pertaining to both aspects of the project to be delivered to the building and park team together. BRS and MIG will coordinate with consultant team members to have them appropriately attend meetings when pertinent to their discipline and scope of work.

It is anticipated that the following deliverables will be provided for Owner, CM/GC, and Agency review:

- 100% Schematic Design / February 2018 (Owner / CM/GC)
 - Initial review package for Owner evaluation and CM/GC pricing
- 100% Design Development / April 2018 (Owner / CM/GC / Agency)
 - Refined package with further project definition for Owner evaluation and CM/GC pricing. This package will also be reviewed with the local regulatory agencies to verify the project is on track and meetings jurisdictional requirements.

- 90% Construction Documents / Permit Package / June 2018 (Owner / CM/GC / Agency)
 - This package will be submitted for permit review and final Owner evaluation and CM/GC pricing prior to bidding.
- 100% Construction Documents / July 2018 (Owner / CM/GC)
 - Drawings approved for construction. Bidding documents for the CM/GC to utilize for receiving bids from sub-contractors for construction.

Proposed Services and Fees

The BRS / MIG team will provide design services for the building and park projects consistent with industry standards for developing permit drawings suitable for bidding and construction. The project will utilize the previously completed concept design document as the starting point, and will include review and modification as deemed necessary by the full Project Team (Owner, Designers, and CM/GC) to work toward the design intent outlined for the renovation of the building and park within the available construction budget.

Our proposal is based on the standard form of agreement between Owner and Architect provided by the City. Corresponding to that agreement, our base fees are provided in the attached "Exhibit B" as follows:

• Schematic Design	\$93,230
• Design Development	\$108,709
• Construction Documents	\$150,316
• Total Base Service Fees	\$352,255

Included within the base service fees are the following services:

CM/GC Selection and Procurement Assistance

BRS / MIG will assist the Owner in soliciting and selecting the Construction Manager / General Contractor (CM/GC) at the onset of the project during the beginning of the schematic design phase.

Existing Building Facilities Survey

BRS will conduct an onsite building survey of the existing Anderson Building & Bathhouse to document current conditions in order to create a set of as-built drawings to be utilized for the design process. BRS will coordinate with the consultant team their work to document the existing building for each of their disciplines.

Metal Building Frame Analysis

Weeks & Associates will examine the existing pre-engineered metal building structure to allow the team to properly design and add the window / door openings proposed in the gymnasium space as shown in the concept drawings.

We have identified the following additional services and costs outlined in "Exhibit B" beyond our base scope:

Full Design of Telecommunications and Data Infrastructure / Structured Cabling:

Design of structured cabling systems for telephone, data, and cable/satellite television systems.

Note: within the base design we have included the rough-in and layout for telephone, data, and cable TV jacks. Rough-ins to include back-box and conduit to above accessible ceiling

only where spaces are not exposed to structure above. This provides the pathway for tele/data cables and devices, but it does not provide the design and specification of the cabling or cable management systems.

Access Control System Design

Coordination of locations for card readers for all exterior and secured entry doors

Cost Estimating, Hazardous Materials Testing & Abatement, Traffic Engineering, Acoustic, Full IT Infrastructure Design, Access Control, and AV Consulting are excluded from this proposal. The Design Team will support these efforts through review and coordination with the City where applicable. If requested, these services can be reviewed and discussed for inclusion with the City as an additional service.

Reimbursable Expenses

Expenses for travel and printing of progress sets, permitting sets, and bid documents are not included within our fees and shall be treated as reimbursable expenses. We have estimated these expenses to be \$4,000.

Materials and Resources to be Provided by the City of Wheat Ridge

Access to previous or ongoing studies for the site or related projects

Hazardous Materials Identification, Reports, and Abatement

Site survey in an electronic format

Meetings with key client and consulting personnel at timely, regular intervals during the project process

Assumptions and Considerations

The fees listed in this proposal are based on the scope of work described above and the following clarifications:

- BRS will work in conjunction with MIG to produce a set of bid documents for the renovation of the Anderson Building & Bathhouse and Anderson Park. We are assuming the delivery as follows:
 - There will be separate drawing packages for building and for the park
 - A single cohesive project manual with specifications will be provided covering the building and the park
- The project will utilize the CM/GC process and the CM/GC will provide preconstruction services as part of the design process. The CM/GC will be responsible for providing an opinion of probable cost at each design milestone.
- Our fees are based on the approved October 2017 Anderson Park Master Plan and the construction costs outlined in that document. Should the construction costs, schedule or scope of the project vary by +/-15% we will work with City staff to adjust our fees accordingly.
- Any presentations to the City Council, public, or review bodies will be made by City staff.
 - BRS and MIG team member will attend if requested as an additional service.
- Meetings, presentations, site visits, and additional drawing packages beyond those described in this scope of work proposal will be treated as an additional service.
- Design of sound systems, performance lighting, telephone/data systems, renewable energy systems, lightning protection, building wide surge protection, and generator systems can be provided as an additional service.
- The current scope and fee does not include custom signage and wayfinding design, historic or cultural studies, or environment or threatened and endangered species studies.
- The existing pump equipment vault, raw water/storage pond, domestic back up system, and irrigation control system are adequate for the proposed park improvements.
- Storm water analysis or design of improvements beyond the boundaries of the proposed site are excluded.
- Vehicle drive and parking lot lighting is anticipated to remain as it currently exists, but shall be connected to the new electrical service as necessary.
- Design of "Festival" and "Food Truck/Vendor" power is excluded.
- Commissioning is excluded from this proposal. Basic commissioning services will be provided as part of the future Construction Administration proposal.
- Detailed life cycle cost studies for building systems and equipment is excluded.
- Development of bid document forms and general and special conditions (Division 1) are excluded.
- Video clips or "flythroughs" for the project and refined 3D renderings are excluded. These can be provided as an additional service if requested.
- Services required by Authorities Having Jurisdiction that are either unwarranted or beyond the scope of this proposal are excluded and will be treated as an additional service.
- Additional items listed as part of Exhibit B.

Exhibit B: Fee Summary**Anderson Park Building & Bathhouse / Park Design****Scope of Services - Fee Allocation**

Prepared 11/13/2017

Revised

Anderson Building / Park Construction Budget

Anderson Building Construction Cost \$ 2,276,000

Anderson Park Site Construction Cost \$ 1,711,671

Includes Owner budgets for the following:
Construction budgets per October 2017 Anderson Park
Master Plan; Does not include additional
Construction Contingencies

Design Fee Allocation

Anderson Building Base Design Services			Total	*%	SD cost	DD cost	CD cost	BN cost	CA cost
Architect of Record - BRS			\$ 116,200	5.11%	\$ 34,860	\$ 34,860	\$ 46,480	\$ -	\$ -
Structural Engineer - W&A		\$ 12,000			\$ 2,500	\$ 4,000	\$ 5,500	\$ -	\$ -
Mechanical & Plumbing - MEC		\$ 16,200			\$ 3,600	\$ 5,400	\$ 7,200	\$ -	\$ -
Electrical Engineer - AEDG		\$ 10,720			\$ 1,190	\$ 4,765	\$ 4,765	\$ -	\$ -
Specifications - iBIM		\$ 4,200			\$ -	\$ 2,800	\$ 1,400	\$ -	\$ -
Consultant Sub Total			\$ 43,120	1.89%	\$ 7,290	\$ 16,965	\$ 18,865	\$ -	\$ -
Total Building Base Services Fee			\$ 159,320	7.00%	* % of Building Construction Cost				
Park Design Base Services			Total	**%	SD cost	DD cost	CD cost	BN cost	CA cost
Coordination / Administration - BRS			\$ 16,535	0.97%	\$ 4,901	\$ 4,901	\$ 6,733	\$ -	\$ -
Landscape Design - MIG		\$ 94,085			\$ 18,334	\$ 25,618	\$ 50,133	\$ -	\$ -
Civil Engineer - Kiowa		\$ 46,915			\$ 8,395	\$ 22,415	\$ 16,105	\$ -	\$ -
Electrical Engineer - AED		\$ 6,850			\$ 1,200	\$ 2,750	\$ 2,900	\$ -	\$ -
Irrigation Design - Avocet		\$ 9,700			\$ 1,400	\$ 1,200	\$ 7,100	\$ -	\$ -
Geotechnical - CTL Thompson		\$ 5,800			\$ 5,800	\$ -	\$ -	\$ -	\$ -
Site Structures Design - W&A		\$ 2,000			\$ -	\$ -	\$ 2,000	\$ -	\$ -
Consultant Sub Total			\$ 165,350	9.66%	\$ 35,129	\$ 51,983	\$ 78,238	\$ -	\$ -
Total Park Design Base Services Fee			\$ 181,885	10.63%	** % of Park Construction Cost				
Included Base Additional Services					SD cost	DD cost	CD cost	BN cost	CA cost
CM/GC Procurement Assistance - BRS		\$ 3,000			\$ 3,000	\$ -	\$ -	\$ -	\$ -
Existing Facilities Survey - BRS		\$ 4,200			\$ 4,200	\$ -	\$ -	\$ -	\$ -
Metal Building Frame Analysis - W&A		\$ 3,850			\$ 3,850	\$ -	\$ -	\$ -	\$ -
Included Base Add'l Services Total			\$ 11,050		\$ 11,050	\$ -	\$ -	\$ -	\$ -
Total Base Services Fees					SD cost	DD cost	CD cost	BN cost	CA cost
Total Base Services Fees			\$ 352,255		\$ 93,230	\$ 108,709	\$ 150,316	\$ -	\$ -

Potential Additional Services NOT Included in Base Services

Electrical Low Voltage Design					SD cost	DD cost	CD cost	BN cost	CA cost
Full Design of Tele/Data Infrastructure		\$ 3,465			\$ 385	\$ 1,540	\$ 1,540	\$ -	\$ -
Access Control System Design		\$ 1,980			\$ 220	\$ 880	\$ 880	\$ -	\$ -
Subtotal Additional Services		\$ 5,445			\$ 605	\$ 2,420	\$ 2,420	\$ -	\$ -

Reimbursable Expense Budget

Total Estimated Expenses	\$ 4,000
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Assumptions:

- 1 Per request from the Owner, Bidding/Negotiations and Construction Administration services are excluded from this proposal.
- 2 Assumes design of a renovation of the existing Anderson Building of approximately 12,700 SF based on the October 2017 Master Plan.
- 3 Assumes design of the surrounding Anderson Park per the October 2017 Master Plan.
- 4 Site is assumed to be free of environmental hazards and will not require clean up.
- 5 Geo-technical investigation does not include soils evaluations for hazardous materials.
- 6 No traffic engineering study or traffic signal design is anticipated.
- 7 The foundation design for the lifeguard addition will be determined by the geo-technical investigation.
- 8 No foundation remediation is assumed to be required for the existing building.
- 9 Construction documents are anticipated to be released in one package. Should an additional package be needed to accelerate the construction schedule, additional services will be required.
- 10 All fees for permits and jurisdictional approvals, and site inspection fees, utilities and taxes have been excluded
- 11 All printing of end of phase or required submittal documents can be provided as a reimbursable expense.
- 12 Project limits do not include work in adjacent public right of way with the exception of new declaration lanes at site entrances.
- 13 Any zoning or plats are not a part of this project per Owner.
- 14 LEED certification is excluded from this project.
- 15 The proposal is based on a standard construction schedule so final construction documents will be issued in one package.
- 17 The project will be constructed by a Construction Manager / General Contractor (CM/GC) process, not by design-bid-build.
- 18 The proposal is based on the preliminary conceptual program Issued in October 2017.

REQUEST FOR CITY COUNCIL ACTION


TITLE: MOTION TO AWARD A CONTRACT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$865,683 TO AECOM TECHNICAL SERVICES, INC., GREENWOOD VILLAGE, CO, FOR THE INITIAL PERIOD OF DECEMBER 1, 2017 – DECEMBER 31, 2018 FOR ONGOING PROGRAM MANAGEMENT SERVICES FOR THE INVESTING 4 THE FUTURE PROGRAM

☐ PUBLIC HEARING
☒ BIDS/MOTIONS
☐ RESOLUTIONS

☐ ORDINANCES FOR 1ST READING
☐ ORDINANCES FOR 2ND READING

QUASI-JUDICIAL:

☐ YES☒ NO

Director of Public Works

City Manager**ISSUE:**

In November of 2016, Wheat Ridge voters approved a 12-year, ½ cent increase in the City's sales and use tax rate in order to fund investments that will improve transportation infrastructure, create opportunities for economic development, and enable additional "place-making" to attract those wanting to live, work, and do business in Wheat Ridge.

A citizen-led task force identified the four projects to be funded from the proceeds of the tax increase as follows: (1) Improvements to Anderson Park and its facilities, (2) Construction of relocated west bound on/off ramps on Interstate 70 for the Clear Creek Crossing mixed use development; (3) Widening of Wadsworth Boulevard to 6-lanes and transforming it into an attractive multi-modal corridor; and (4) Improvements to public infrastructure and amenities in support of economic development at the Wheat Ridge · Ward Station area.

Because of the large scale of investment and resources needed to plan, review, and manage construction of the infrastructure improvements, existing staff resources and capacities are insufficient in delivering the improvements while maintaining current on-going workload obligations. As a result, additional professional services have been solicited to assist in not only

delivering specific 2E related public improvements, but also to serve as an extension of staff as needed for review and assistance in the delivery of private related development, particularly in the Clear Creek Crossing and Wheat Ridge · Ward Road Station areas.

Accordingly, staff engaged in a formal procurement process to seek and retain a qualified firm to provide comprehensive professional engineering and land use planning services related to the Investing 4 the Future projects. It is intended that the firm selected will serve as an extension of City staff for a multi-year period for three of the projects (additional services for Anderson Park are not anticipated to be needed by the selected firm at this time). In general, the services requested include, but are not limited to the following:

1. Management and review of public infrastructure projects by the City and others; and management of land use cases and review of site development plans within the project areas by developers and private property owners.
2. Construction project management and inspection of private development and public infrastructure projects within the project area.
3. Assistance in identifying and applying for potential grant funds for improvements and in identifying and preparing agreements to leverage public and private partnership opportunities within the Wheat Ridge · Ward Road Station Area.
4. Assistance with public process, outreach, and communication during all project phases, from design through construction.

The firm AECOM Technical Services, Inc. (AECOM) was selected by the City's established procurement process to perform the required professional services. The process included review by a seven person evaluation committee of Request for Qualifications (RFQs) submitted by seven firms, followed by interviews with three top scoring firms. After selection of the firm, staff engaged in an extensive negotiation process with the firm to determine and finalize the work scope and fees for the anticipated work expected for the remainder of 2017 and all of 2018.

PRIOR ACTION:

Prior to the commencement of this procurement process, all four projects have seen completion of an extensive amount of visioning, planning, and design related progress to date, including numerous Council reviews and actions taken at various stages. A general summary is as follows:

Wadsworth Boulevard: A Planning and Environmental Linkage (PEL) process was completed and approved in 2016 in accordance with Federal Highway Administration (FHWA) and Colorado Department of Transportation (CDOT) requirements. An Environmental Assessment (EA) is presently nearing completion. Preliminary design of construction plans and the right-of-way acquisition process will begin in 2018.

Clear Creek Crossing: Construction plans for the hook-ramps have been completed and construction is expected to commence in early 2018.

Wheat Ridge · Ward Station Area: An extensive visioning process was completed over the past year. Various infrastructure needs have been identified, particularly those which leverage opportunities with private investment and development in the station area. In 2018, next steps include prioritizing the potential projects to start design and also master planning for the regional and linear parks.

Anderson Park: Conceptual plans have been developed through a public process and approved recently by the City Council. Construction is expected to commence in 2018.

FINANCIAL IMPACT:

Professional service fees directly applicable to the four projects (2E) are payable from the 2E bond revenues.

Staff has spent the past several weeks negotiating specific tasks and services with AECOM, including fees, for the remainder of 2017 and all of 2018. Provided per Attachment A is an overall Scope of Work identifying the expected services, along with an overall breakdown of the anticipated tasks for each project and estimated hours and cost per task.

Task orders will be issued for each of the tasks and services will be billed on an hourly basis, and only for the services actually completed. The AECOM contract, including the expected tasks and estimated fees will be renegotiated and brought back to Council each year for approval. The scope and related fee each year will change considerably for each of the project areas, but overall the estimated fee each year will likely be similar to what is proposed for this year.

BACKGROUND:

The City of Wheat Ridge requires professional services assistance for moving forward with the following Investing 4 the Future projects: Construction of relocated west bound on/off ramps on Interstate 70 for the Clear Creek Crossing mixed use development, widening of Wadsworth Boulevard to 6-lanes and transforming it into an attractive multi-modal corridor, and improvements to public infrastructure and amenities in support of economic development at the Wheat Ridge · Ward Station area. More information on all of the Investing 4 the Future projects can be found at the following link: <http://www.ci.wheatridge.co.us/investing4thefuture>

Because of the complexity and magnitude of this activity, the services of an outside consulting firm are needed to provide an extension of staff. It is expected that professional services will be needed over at least the next 4 years, depending on the timing of development and activity in the respective project areas.

The consultant retained by the City must serve as an extension of staff to ensure that public and private improvement plans are submitted and eventually constructed per requirements. This requires the consultant to engage a multi-disciplinary team that must be available as needed (up to full-time) and potentially on short notice. Project descriptions and the expected services needed are as follows:

Clear Creek Crossing: Clear Creek Crossing refers to the area bounded by I-70 on the east, 32nd Avenue on the south, Clear Creek on the north, and a series of ponds on private property (Coors) on the west.

The property owner is proposing a mixed-use development of retail, office, restaurant, entertainment, and housing over the site area of approximately 90 acres. A development project on this site was previously approved prior to 2010, known at the time as the “Cabela’s” development, but was not constructed. The Cabela’s development also covered a slightly larger area, with the development extending north of Clear Creek to State Highway 58.

Cabela’s more recently sold the property, and a different developer (Evergreen) is now moving forward. As part of the current effort, Evergreen, the City, CDOT, and FHWA are nearing completion of the re-evaluation of the previously approved Environmental Assessment so that the needed infrastructure improvements (hook-ramps) can be constructed.

Construction of the hook ramps is expected to commence in early 2018 and must be completed before most of the other sitework can proceed. Additionally, Denver Water is replacing a major transmission line starting at the hook ramp location and extending to the northwest across the site.

Services Required:

Construction of the hook-ramps will be managed by Evergreen with oversight by both the City and CDOT through Intergovernmental Agreements (IGAs). Professional services needed are as follows:

1. Construction project oversight and inspection in accordance with CDOT requirements.
2. Review and approval of design and construction plans.
3. Coordination of public information and assistance to the City and CDOT with updates as often as needed for the traveling public, adjacent landowners, businesses, nearby residents, and other stakeholders.
4. Construction coordination with the developer, including the developer’s General Contractor, CDOT, Denver Water, and other public and private utilities.
5. Conduct land use case processing and civil plan review, as needed, on specific development plan and subdivision plat applications.

In addition to the hook-ramps, the Clear Creek Crossing development will also include other public and private infrastructure, including streets and utilities. Although site development and construction plans for these improvements will be completed by the developer, the City will need professional assistance with the following:

1. Management and review of public infrastructure projects in accordance with the requirements of the City and other applicable agencies.
2. Construction project oversight and inspection of public infrastructure projects in accordance with requirements of the City and other applicable agencies.

3. Assistance in coordinating public and private improvements that may occur simultaneously.
4. Coordination with other agencies and stakeholders, including RTD, CDOT, Denver Water, and other public and private utilities.
5. Review and approval of the plans to ensure they meet the City's requirements.
6. Construction observation and inspection of the improvements to ensure conformance with the approved plans.
7. Assistance in accepting the improvements on behalf of the City and ensuring that accurate record drawings are provided by the developer.

Wadsworth Boulevard Widening: In 2014, the City received a TIP grant from DRCOG for federal transportation funds, available for fiscal years 2016 through 2021, to help fund a widening and improvement project on Wadsworth Boulevard from 35th Avenue to essentially Interstate-70.

With an earlier grant, a PEL study was completed and approved by Council in 2016. That study identified traffic congestion and safety issues, developed multi-modal solutions, and identified related environmental issues and mitigation measures that needed further assessment. The PEL study identified the improvements needed to widen Wadsworth Boulevard to six travel lanes (including improvements at the major intersections at 38th and 44th Avenues), provide additional turn lanes at key congested intersections, and to install medians to better manage access. Bicycle and pedestrian facilities were also included to show service for additional modes of transportation.

In 2016, the City retained a consultant to complete conceptual design plans, and prepare the Environmental Assessment (EA), in accordance with the required State and Federal process. Completion of the EA is expected within the next few months, with a decision document approved by CDOT and FHWA by fall of 2018. Construction plans and Right of Way (ROW) acquisition are expected to begin in 2018 and be completed in mid-2019 with construction anticipated to commence in late 2019, taking an estimated 2 years to complete.

Services Required:

1. Management and review of the project in accordance with the requirements of the City and applicable State and Federal agencies, including utility identification and coordination, construction plans and specifications, right-of-way plans, easements, permits, and other legal documents.
2. Construction project management and inspection in accordance with requirements of the City and applicable State and Federal agencies.
3. Assistance in coordinating public and private improvements that may occur simultaneously in the corridor.
4. Coordination of public information and assistance to the City with updates as often as needed for the traveling public, adjacent landowners, businesses, nearby residents, and other stakeholders.

5. Coordination with other agencies and stakeholders, including RTD, CDOT, and public and private utilities.

Wheat Ridge · Ward Station Area: The opening of RTD's G Line Commuter Rail offers the City significant re-development opportunities, particularly in the area surrounding the Wheat Ridge · Ward Station, located on Ridge Road, between Ward Road and Tabor Street. The rail line is anticipated to open for service in late 2017 or early 2018. With redevelopment on properties surrounding the station expected, significant public and private infrastructure improvements will be needed.

The City recently completed a visioning process to plan and strategize for future redevelopment and improvements. In order to encourage private redevelopment, the following potential public improvements have been identified:

1. Improvements to 52nd Avenue between Ward Road and Tabor Street to collector street standards.
2. Improvements to Tabor Street between 52nd Avenue and Ridge Road to local street standards.
3. Improvements to Ridge Road between Ward Road and the Station to collector street standards.
4. Improvements to Ridge Road east of Tabor Street to collector street standards.
5. A new traffic signal at the intersection of Ridge Road and Ward Road.
6. A pedestrian bridge from the Station over the rail lines to the south to 49th Place.
7. Eventual grade separation at the Ward Road rail crossing.
8. Additional multi-modal (including bicycle and pedestrian) facilities throughout the area serving the Station.
9. A regional park incorporating the two existing ponds adjacent to I-70.
10. A comprehensive drainage analysis for the identified area, including recommendations for proposed stormwater conveyance, detention, and water quality improvements, preferably on a regional level.

Services Required:

The above potential projects may be constructed as stand-alone projects, or in conjunction with adjacent redevelopments, depending on schedules and timing. The following professional services will be needed:

1. Management and review of public infrastructure projects in accordance with the requirements of the City and applicable requirements of other agencies.
2. Review of traffic studies as required.
3. Construction project management and inspection of public infrastructure projects in accordance with requirements of the City and other applicable agencies.
4. Assistance in identifying and applying for potential grant funds for improvements.
5. Assistance in identifying and preparing agreements to leverage public and private partnership opportunities.
6. Assistance in coordinating public and private improvements that may occur simultaneously.

7. Coordination of public information and assistance to the City with updates as often as needed for the traveling public, adjacent landowners, businesses, nearby residents, and other stakeholders.
8. Assistance with public process, public outreach, and communication during all project phases, from design through construction, including coordination of public and private activities that may be occurring simultaneously.
9. Coordination with other agencies and stakeholders, including RTD, CDOT, City of Arvada, Jefferson County, and public and private utilities.

In addition, the potential development and redevelopment will include other public and private infrastructure, including streets and utilities. Construction plans for these improvements will be completed by property owners or developers. However, the City may need professional assistance with the following:

1. Review and approval of the plans to ensure they meet the City's requirements.
2. Construction observation and inspection of the improvements to ensure conformance with the approved plans.
3. Assistance in accepting the improvements on behalf of the City and ensuring that accurate record drawings are provided by the developer.
4. Assistance in ensuring that all public and private improvements are completed in accordance with the approved plans and agreements between the City and the developers prior to the City issuing building permits and/or Certificates of Occupancy as stated in the agreements and per state and city codes.

The City is also seeking assistance in strategizing and leveraging funding opportunities for the various improvements. These opportunities may include, but not be limited to, the following:

1. Public/private partnerships
2. Tax increment financing (TIF)
3. User/impact fees
4. State, Federal, or other grants
5. Expansion of the existing metropolitan taxing district

Anderson Park: At this time, additional professional services from AECOM are not anticipated. The consultant currently retained by the City (MIG) has provided satisfactory assistance to date, and it is expected that they can provide any additional services as may be needed.

RECOMMENDATIONS:

The consultant selection, based on qualifications, study approach, and experience on similar projects and services, is consistent with the City's standard procurement policy and process for professional services. Appropriate fees for the work were then negotiated in accordance with the specific tasks and services needed. The City will authorize work to AECOM as specific task orders. Staff recommends award of the 2E Professional Services Contract to AECOM in the amount of \$865,863.

RECOMMENDED MOTION:

“I move to award a contract for professional services in the amount of \$865,683 to AECOM Technical Services, Inc., Greenwood Village, CO, for the initial period of December 1, 2017 – December 31, 2018 for ongoing program management services for the Investing 4 the Future program.”

Or:

“I move to deny the award of a contract for professional services in the amount of \$865,683 to AECOM Technical Services, Inc., Greenwood Village, CO, for the initial period of December 1, 2017 – December 31, 2018 for ongoing program management services for the Investing 4 the Future program for the following reason(s) _____.”

REPORT PREPARED/REVIEWED BY:

Scott Brink, Director of Public Works

Ken Johnstone, Director of Community Development

Steve Nguyen, Engineering Division Manager

Lauren Mikulak, Planning Manager

Mark Westberg, Project Manager

Jennifer Nellis, Purchasing Agent

Patrick Goff, City Manager

ATTACHMENTS:

1. AECOM Scope and Fee Proposal for the initial phase/period

APPENDIX A

City of Wheat Ridge Investing 4 the Future Program Management Services AECOM Scope of Work 2017-2018 November 17, 2017

a) PROGRAM MANAGEMENT AND CONTINUING SERVICES

AECOM will provide ongoing program management services for the City's Investing 4 the Future Program. The Scope of Services covers the initial phase of the Program from December 1, 2017 to December 31, 2018 for a duration of 13 months. The Program Management activities will be led by AECOM's Project Manager, Steve McQuilkin, and will be supported by the project controls and administrative support team. The Scope includes the following program management activities:

Activity A.1 Project Initiation

This activity includes project implementation and start-up tasks necessary to mobilize the project team including the following:

- a) Project Initiation/Setup:
 - Negotiation of contracts and agreements with the subconsultant team
 - Project schedule, cost and accounting setup
 - Project filing, document control and CAD file setup using Bentley ProjectWise network
 - Quality management setup and procedures
 - Data Gathering: Obtain and file all available project data from the City and other available data sources

Activity A.2 Project Management

This activity includes ongoing project management activities necessary to administer and manage the program including the following:

- a) Project Coordination: Routine management and coordination activities
- b) Schedule and Document Control
 - Review of consultant/subcontractor project schedules and identify critical path(s), key milestones, potential schedule risks and opportunities to accelerate
 - Develop master baseline program schedule in MS Project format
 - Monitor master schedule and identify delays and corrective actions where required
 - Monitoring of permitting and approvals – ROW, Utilities, Environmental, etc. – for each of the four projects is included in Sections B. through E. of the Scope of Services
- c) Cost and Risk Management
 - Review current cost estimates for each of the existing projects and identify potential cost risks and opportunities for cost savings
 - Develop a master program cost estimate
 - Monitor and update master cost estimate and project costs and assist the City in tracking costs and expenditures and breakdown of outside funding sources and City local match
 - Develop a Risk Register to identify project risks and mitigation measures, and identify schedule and cost contingencies. Monitor risk register and update as required.
- d) Invoicing/Monthly Reporting: Routine monitoring and maintenance of project budgets and administration of each of the four City projects. Preparation of monthly invoices INCLUDING

APPENDIX A

City of Wheat Ridge Investing 4 the Future Program Management Services AECOM Scope of Work 2017-2018 November 17, 2017

program management report including project status narrative, cost, schedule, budget and risk update.

Activity A.3 Meetings/Communications

- a) The Scope of Services includes a total of 13 monthly meetings with the City to manage and administer the overall program. Note that project meetings for each of the four projects are included in Sections B. through E. of this Scope of Services
- b) City Council and Planning Commission Meetings – Assist the City PM with preparation of agenda packets and presentations to City Council and the Planning Commission as required.

Activity A.4 Rapid Response (Unforeseen Services)

- a) The Scope of Services includes unforeseen services only when authorized by the Public Works Director or designated project manager. This allows rapid response only for circumstances approved by the Public Works Director or designated project manager.

B. CLEAR CREEK CROSSING

The AECOM/Benesch Team will provide design review support and construction management services for the proposed Clear Creek Crossing development site. It is our understanding that the Evergreen Development Company will lead the overall management of the Clear Creek Crossing Project for the City. The project scope is divided into two phases:

- I-70 Interchange: I-70 interchange modifications including widening of westbound I-70, new westbound “hook ramps” and modifications to the existing 32nd Avenue interchange. Final design (FOR level plans) has been completed by Martin/Martin. Construction is planned to commence in spring of 2018 and is to be completed in 2019.
- Clear Creek Crossing Infrastructure: New streets to support the Clear Creek Crossing development including Clear Creek Drive and 40th Avenue Extension. Design is anticipated to commence in spring of 2018.

The Scope of Services for Clear Creek Crossing includes the following:

Activity B.1 Design Review Support

- a) I-70 Interchange Design Review Support: The I-70 Interchange design review support services will be led by John Sabo (Benesch) and will include the following services:
 1. Project Management, Meetings and Coordination
 - Initial Project Meetings. The Benesch Team will hold an internal kickoff meeting in accordance with quality control requirements. Select personnel will also attend a kickoff meeting with City of Wheat Ridge staff.
 - Ongoing Coordination. Review and monitor project schedule, cost estimates and associated risks.

APPENDIX A

City of Wheat Ridge Investing 4 the Future Program Management Services AECOM Scope of Work 2017-2018 November 17, 2017

- City Assistance. Assist the City PM with management of the I-70/CCC project. Provide support to the City with meetings, agency and consultant coordination, agreements, IGA's and permitting oversight.
- Progress Meetings. Meet with the City and project consultants as required. Project coordination meetings with CDOT and FHWA are anticipated. The oversight team will be available to attend weekly construction progress meetings when applicable. A total of 10 progress meetings are included in the Scope of Services. These meetings will be used coordinate team activities and track project progress.
- Project Management: Coordinate the work tasks being accomplished by the entire project team. Project staffing and assigning of tasks, scheduling meetings and invoicing are included within this task.

2. Plan Reviews

Provide design review and related services for the I-70 Interchange submittals as described below.

- 100% Submittal Review. 100% plans will be reviewed for consistency and completeness. The goal will be to provide meaningful comments that will provide clarity to minimize plan misinterpretation in order to improve bid results, constructability and overall plan completeness. Constructability review will be provided by an experienced construction manager.
- The following items will be checked as part of the 100% review:
 - Verify 90% review comments are addressed
 - Plan Review
 - Constructability Review
 - Specifications – verify payment and measurement for all items is described
 - Cost Estimate
 - Final Reports
- Comment Resolution. Review comments will be logged in a comment resolution spreadsheet format and provided to the consultant team along with any relevant red lines.

- b) CCC/Clear Creek Drive Design Review Support: Design review support services for CCC/Clear Creek Drive will be led by Steve McQuilkin (AECOM) and will include the review of public infrastructure, streets, utilities and drainage associated with Clear Creek Drive and 40th Avenue:

1. Design Coordination and Meetings: Project initiation, ongoing coordination, review of project schedule and cost estimates, general City assistance and monthly progress meetings. The Scope of Services includes a total of 13 progress meetings

APPENDIX A

City of Wheat Ridge Investing 4 the Future Program Management Services AECOM Scope of Work 2017-2018 November 17, 2017

2. 30% Plan Review: Design review of engineering deliverables for the 30% submittal will be focused on conformance to City design standards, permits and agreements. Applicable reports will be reviewed and plans will be checked for consistency with report recommendations. Deviations from standard design criteria or report findings will be noted for discussion.
 3. 90% Plan Review: At the 90% milestone plans will be reviewed for consistency and completeness. The goal will be to provide meaningful comments that will provide clarity to minimize plan misinterpretation in order to improve bid results, constructability and overall plan completeness. Constructability review will be provided by an experienced construction manager
- c) Clear Creek Crossing Development Design Review Support and Submittal Review: Support the City with development support services for planning submittals and private infrastructure submittals on an as-needed basis. These services will be led by Dennis Arbagast (AECOM) and Nanci Kerr (Sky to Ground) and will include review of street construction plans, private development plans, preliminary and final plats. The scope of services includes a total of 160 hours of planning management staff time.

Activity B.2 Construction Management

a) I-70 Interchange Construction Management Services

General: It is our understanding that the Evergreen Development Company will lead the overall construction management of the Clear Creek Crossing/I-70 Interchange Project for the City including advertisement and bid phase services. The AECOM/Benesch Team will provide construction management support services for the I-70 Interchange. It is anticipated that all CM work on the I-70 Interchange Project will be in accordance with CDOT's construction and materials testing requirements. The following labor needs are anticipated for the CM phase of the project:

- Construction Project Manager - One (1) Full Time Equivalent (FTE): Will manage and oversee all CM activities, provide liaison between the City, CDOT and the project team, will supervise the inspectors and provide ongoing communication to the City Project Manager.
- Construction Inspector - One (1) FTE: Will be utilized throughout project start-up, active project construction and closeout and will provide daily construction observation and reporting services.
- Junior Construction Inspector - One-half (1/2) FTE: Will support the Construction Inspector with construction observation
- Materials Testing Technician (Geocal) - As-needed – The Scope of Services includes a total 20 hours of Materials Testing Technician time for independent quality verification (IQV) testing.

The anticipated time period required for the work described in this scope is 9 months from April through December, 2018. Work may be required night or day, on weekends, holidays, or on a split

APPENDIX A

City of Wheat Ridge Investing 4 the Future Program Management Services AECOM Scope of Work 2017-2018 November 17, 2017

shift basis. Work week may be in excess of or less than the standard 40 hour week. Initial project planning meetings and site inspection may also be required prior to the construction contractor's NTP. The Scope of Services includes 9 months duration for the 2.5 FTE's listed above. Reductions in staffing are anticipated during no work periods during the winter months. The actual duration of the project will be dictated by the construction contractor and may extend into 2019. Requirements for CM staffing beyond December, 2019 will be negotiated with the City as part of a future task order.

AECOM/Benesch shall furnish personnel, vehicles, cell phones, computer, printer and standard office software, and miscellaneous equipment required to perform the work. It is assumed that a Field Office will be provided by the construction contractor for the shared use of the entire CM Team.

General Work Description: AECOM/Benesch will provide support to the City through assignment of personnel for construction management and inspection, and shall be responsible for the following activities:

- Coordination of all construction contract activities
- Review, give comments, and acknowledge completeness of required submittal resulting from but not limited to:
 - Method of Handling Traffic
 - Progress Schedule
- Provide the following documentation, reports and billing on a routine basis:
 - Periodic reports and billings
 - Preparation of monthly progress Invoices for monthly and final billings for AECOM/Benesch fees and construction contractor payments
 - Maintaining of project files, project diaries and time counts
 - Attend weekly progress meeting with City, Contractor, subcontractors, utilities and other interested parties
 - Monitoring of project contractor for fulfillment of contract plans and specifications
 - Securing all project documentation from the contractor
- Anticipating project problems and direct solutions to the City Project Manager.
- On-Site cursory review of drawings and data submitted by the construction contractor and suppliers for general conformance with the intent of the specifications. Inform and obtain concurrence as needed from the City Project Manager and keep relative documentation for project records.
- Communicating with adjacent landowners as required resolving issues that arise due to construction.
- Monitoring compliance with the taking appropriate action to preserve safety on the project for all workers and traveling public in accordance with Method of Handling Traffic (MHT).
- Preparing punch list of uncompleted work, non-conformance reports, and deficiency notices.

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- Preparing responses to contractors' and suppliers' request for information, submittals, change notices, claims, and correspondence.
- Project Documentation - Maintain a daily diary for each day work is performed on the project. The contents of the diary shall be brief and accurate statements of progress and conditions encountered during the prosecution of the work.

b) CCC/Clear Creek Drive Construction Management Services

It is anticipated that construction of the Clear Creek Crossing Development improvements including Clear Creek Drive will not commence until 2019. CM services for this phase of work will be included in a future task order for services to be completed in 2019.

C. WADSWORTH WIDENING

Activity C.1 Design Review Support

AECOM will provide design review support to the City and will assist the City with the management of the Wadsworth Widening Project in accordance with City and CDOT Local Agency requirements. Steve McQuilkin will lead this effort for AECOM. It is our understanding that the City has contracted with the firm of HDR to prepare the design of Wadsworth Boulevard and the associated environmental clearance documents. Scope of Services includes the following:

- a) Design Coordination and Meetings: Project initiation, ongoing coordination, review of project schedule and cost estimates, general City assistance and monthly progress meetings. The Scope of Services includes a total of 13 progress meetings
- b) Agency Coordination: Assist the City and the project team with agency coordination including CDOT, Jefferson County, City of Arvada, utility companies, businesses and property owners.
- c) Environmental Support: Provide support to the City and the project team with technical expertise including technical review of the environmental assessment and EA resource reports, permitting and coordination with resource agencies.
- d) Preliminary Plan Review: Assist the City and the project team with review of the FIR plan submittal including roadway, traffic, utilities, hydraulics, ROW and other disciplines as required. Review will include preliminary plans, drainage report, cost estimate and other deliverables for conformance with CDOT Local Agency requirements and potential design exceptions.
- e) Right of Way Plan Support: Provide technical support to the City and the project team in the development of the right of way plans and acquisition documents.
- f) Final Plan Review: Assist the City and the project team with review of the FOR plan submittal including final plans, specifications, drainage report, cost estimate and other deliverables for conformance with CDOT Local Agency requirements and potential design exceptions. Verify that FIR review comments are addressed.

D. ANDERSON PARK

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Services to support the Anderson Park Project are not anticipated at this time, however, may be negotiated as under a future task order if required by the City.

E. WHEAT RIDGE WARD STATION AREA

The Ward Road Station area analysis is intended to advance initial design for priority roadways, infrastructure, and parks/open spaces. Lindsey Sousa will manage the Ward Road Station Project for AECOM. The Scope of Services includes the following activities:

Activity E.1: Station Area Analysis

AECOM will develop an infrastructure study to help prioritize investments in new streets or improvements to existing streets. Initial analysis indicates an extension of Ridge Road and Van Gordon (or other parallel north/south connection south of the tracks) could be priority candidates for further analysis. The infrastructure study will also include recommendations for bike and pedestrian connections in the TOD area to tie the RTD station, residential, retail, and commercial, park, and trail destinations together.

- a) Meetings and Coordination – A total of 15 coordination meetings is included in the Scope of Services. These will be held with City staff to discuss progress, goals, and preliminary results.
- b) Communications Support – Provide marketing-related content (such as flyers) to support developer outreach. Provide content for City website and quarterly newsletters. Provide support to open house meetings with the community and communications with property owners.
- c) Conceptual Roadway Design: Conceptual roadway design will include an alternative analysis that incorporates anticipated future needs. Design variables will include horizontal and vertical design, pavement design, design speed, tie-ins to adjacent streets, and parking requirements. Bike and pedestrian connectivity will be a key factor to tie the RTD station, residential, retail, and commercial, park, and trail destinations together.
- d) Development Design Review Support and Submittal Review: Support the City with development support services for planning submittals and private infrastructure submittals on an as-needed basis. These services will include review of private development plans and submittals, preliminary and final plats.

As-Needed Future Services (No Fee Included in Estimate):

- Traffic - At a future date after opening of the rail station, a traffic operations analysis may be performed to analyze projected street capacity and multi-modal connectivity to adjacent streets and TOD areas. This would include street widths, lane configuration, turning movements, and potential signal locations. The proposed land uses will be analyzed for traffic projected generated trips for each specific land use category. Traffic counts will be performed to support the tie-ins to adjacent streets.
- Environmental Analysis– These services are not anticipated unless federal funding is allocated to the Project and are not included in the Scope of Services.
- Utilities Analysis – These services are being provided by others and are not included in the Scope of Services.

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- Floodplains and Drainage - These services are being provided by others and are not included in the Scope of Services.

Activity E.2: Funding Support

It is our understanding that the City of Wheat Ridge will require financial support in order to proceed with the development of the site and provide supporting infrastructure to market to developers. With that in mind, we plan to enlist our national team of grant experts to help the City find and apply to relevant federal, state, and local grants that could support the project. These could include grants such as Great Outdoors Colorado and LIST. The intent is to leverage the grant funds with the local funds available. We will align the potential grant sources with the priority infrastructure identified for the site.

Activity E.3: Regional and Linear Park Master Plan

One of the keystone features of the development area is the creation of the new regional park on the existing properties that include two ponds. Parks are an essential part of every community by providing a respite from the urban environment and enhancing the quality of life for residents. It is also important this new facility appeals to the community needs.

A wide range of features for the Regional Park will be considered with City staff to help optimize the use of the site with consideration of funding constraints. The design team will develop a series of work products that will provide for strategic evaluation of program elements to assist in determining the Master Plan including:

- **Existing conditions and feasibility analysis:** Evaluation of prior studies or analyses of the ponds to assess water quality as well as stormwater and detention/discharge requirements. In addition, research of any legal encumbrances for water rights and ditch operations. Evaluation of existing infrastructure and potential future infrastructure needs.
- **Programming:** This task will focus on a compilation of potential uses and programs for the site. The team will identify required space allocations and supporting infrastructure for each program use. An evaluation of cost and revenue sources will be evaluated, including a case study review of park financing structures elsewhere in the region.
- **Site Planning:** A site master plan illustrating program uses will be developed. This will include park programming locations and size, access, parking, grading, landscaping, utilities and services, phasing, rough order of magnitude cost and potential funding mechanisms.

As part of the Regional and Linear Park Master Plan, the team will evaluate linear park connections as illustrated in the Ward Road Vision document. These potential improvements are envisioned along a street extending south of the station (Van Gordon or the alignment as shown in the TOD Vision document) and connecting to the regional ponds. A concept plan for the linear parks as well as potential infrastructure needs will be identified and evaluated for constructability and cost.

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Task No.		Project Management (AECOM)					Design Review Support (AECOM)					Design Review Support (Benesch)					
		Principal	Project Manager	Project Controls	Admin	DOC/CAD Manager	Roadway Engineer	Senior Civil Engineer	Structural Engineer	Environmental Planner	Project Manager	Roadway Engineer	Civil/Hydraulics Engineer	Structural Engineer	Senior Planning Manager	Transportation Planner	
		\$ 237.00 (Eckman/Romig)	\$ 195.00 (McQuilkin)	\$ 180.00 (Dwyer)	\$ 89.00 (Pryor/Wood)	\$ 105.00 (Lindsay)	\$144.00 (Krell)	\$150.00 (Fonseca)	\$174.00 (Parent)	\$175.00 (McDonald)	\$217.00 (Saboo)	\$170.00 (Salek)	\$124.00 (Beegle)	\$170.00 (Bechtold)	\$194.00 (Sousa)	\$117.00 (Vanderwaak)	\$105.00 (Martina)
A	Subtotal - Program Management Continuing Requirements	45	288	98	166	117	0	0	0	0	0	0	0	0	0	0	0
B	Subtotal - Clear Creek Crossing	0	119	0	20	0	89	80	0	0	82	60	16	16	0	0	0
C	Subtotal - Wadsworth Widening	0	99	0	0	0	157	112	0	40	0	0	0	0	0	0	0
D	Subtotal - Anderson Park	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
E	Subtotal - Ward Road Station	12	36	0	0	80	160	120	8	12	0	0	0	0	152	20	0
PROJECT TOTALS		57	542	98	186	197	406	312	8	52	82	60	16	16	152	20	

Ward Road Station					Construction Management								Total Hours		Total Cost	<div>AECOM</div> <div>Notes</div>	
Senior Landscape Architect	Junior Landscape Designer	Public Outreach	Development Support Manager (AECOM)	Development Support Manager (S2G)	Landscape Architect	Architect	Construction Manager (AECOM)	Professional Engineer (Benesch)	Inspector (AECOM)	Inspector (Benesch)	Field Tech (Geocal)						
\$183.00	\$67.00	\$100.00	\$200.00	\$ 155.00	\$ 172.00	\$ 158.00	\$ 190.00	\$ 133.00	\$ 70.00	\$ 59.00	\$ 79.00						
(Wilensky)	(Liu)	(Kleth)	(Arbogast)	(Kerr)	(Pepple)	(Johnson)	(Hlad)	(J. Hastings)	(Humphrey)	(E. Hastings)							
0	0	0	0	0	0	0	0	0	0	0	0	714	\$ 112,343	Labor			
													\$ 1,000	ODC's (Mileage, printing, delivery, etc)			
													\$ 113,343	Total Cost			
0	0	0	80	80	0	0	60	1616	1600	800	20	4738	\$ 498,007	Labor			
													\$ 21,200	ODC's (Mileage, printing, delivery, etc)			
													\$ 498,007	Total Cost			
0	0	0	0	0	0	0	0	0	0	0	0	408	\$ 65,713	Labor			
													\$ 600	ODC's (Mileage, printing, delivery, etc)			
													\$ 66,313	Total Cost			
0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	Labor			
													\$ -	ODC's (Mileage, printing, delivery, etc)			
													\$ -	Total Cost			
204	120	160	80	80	12	0	0	0	0	0	0	1256	\$ 187,020	Labor			
													\$ 1,000	ODC's (Mileage, printing, delivery, etc)			
													\$ 188,020	Total Cost			
204	120	160	160	160	12		60	1616	1600	800	20	7116	\$ 865,683	Total Cost			

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City of Wheat Ridge Investing 4 the Future Program Management Services AECOM Scope of Work 2017-2018 November 17, 2017

Wheat Ridge Investing 4 the Future Program Management/Construction Management
Workhour/Cost Estimate 2017-2018
11/20/2017
Program Management Services

Task No.		Program/Project Management							AECOM Notes
		Principal	Project Manager	Project Controls	Admin	DOC/CAD Manager	Total Hours	Total Cost	
A	PROGRAM MANAGEMENT SERVICES	\$ 237.00 (Eckman/Romig)	\$ 195.00 (McQuilkin)	\$ 180.00 (Dwyer)	\$ 89.00 (Pryor/Wood)	\$ 112.00 (Lindahl)			
A.1	Project Initiation								
	a) Project Initiation/Setup	8	8	16	40	16	88	\$ 11,688	
A.2	Project Management								
	a) Project Coordination	8	84		84	26	202	\$ 26,864	Assume 1.5 hour per week for 56 weeks PM and Admin
	b) Schedule and Document Control		16	56	16		88	\$ 14,624	
	c) Cost and Risk Management		16				16	\$ 3,120	
	d) Invoicing/Monthly Reporting		26	26	26		78	\$ 12,064	Assume 2 hours per month for 13 months
A.3	Meetings/Communications								
	a) Program Management Meetings	21	39				60	\$ 12,582	Assume Monthly -13 meetings PM @ 3 hours each
	b) City Council/Planning Commission Support	8	24				32	\$ 6,576	
A.4	Rapid Response Services								
	a) Unforeseen rapid response services		75			75	150	\$ 23,025	only as authorized by Public Works Director or design PM
A	Subtotal - Program Management Continuing Requirements	45	288	98	166	117	714	\$ 112,343	
								\$ 1,000	DOC's (Mileage, printing, delivery, etc)
								\$ 113,343	Total Cost

Wheat Ridge Investing 4 the Future Program Management/Construction Management
Workhour/Cost Summary 2017-2018
11/20/2017
Clear Creek Crossing/I-70 Interchange


Task		Project Management					Design Review Support (AECOM)					Design Review Support (Benech)					Development Review		Construction Management					Total Hours	Total Cost	AECOM Notes
		Principal	Project Manager	Roadway Engineer	Senior Civil Engineer	Structural Engineer	Environmental Planner	Project Manager	Roadway Engineer	Civil/Hydraulics Engineer	Structural Engineer	Development Support Manager (AECOM)	Development Support Manager (Benech)	CM Oversight (AECOM)	Professional Engineer (Benech)	Inspector (AECOM)	Junior Inspector (Benech)	Field Tech (Local)								
B	CLEAR CREEK CROSSING	\$ 237.00 (Eckman/Romig)	\$ 195.00 (McQuilkin)	\$ 144.00 (Vonn)	\$ 116.00 (Fonseca)	\$ 114.00 (Parent)	\$ 116.00 (McDonald)	\$ 217.00 (Stabo)	\$ 170.00 (Stabo)	\$ 124.00 (Beagle)	\$ 170.00 (Beagle)	\$ 200.00 (Vogel)	\$ 195.00 (Karr)	\$ 190.00 (Hadi)	\$ 133.00 (J. Hastings)	\$ 70.00 (Hurns)	\$ 69.00 (E. Hastings)									
	Task Order Management/Admin Support	8																	28	\$	3,340					
B.1	Design Review Support																									
	a) I-70 Interchange Design Review Support (Benech)																									
	1. Project Management, Meetings, Coordination		16					42	20										78	\$	15,634					
	2. 100% Plan Review							40	40	16	16				16				128	\$	22,312					
	Subtotal I-70 Interchange Design Review Support	0	16	0	0	0	0	82	60	16	16	0	0	0	16	0	0	0	206	\$	37,946					
	b) CCC/Clear Creek Drive Design Review Support (AECOM)																									
	1. Design Coordination/Meetings		39	9															48	\$	8,301	Assume Monthly - say 13 meetings @ 3 hours each = 42 hours				
	2. Agency Coordination		24																24	\$	4,680					
	3. 30% Plan Review		8	32	32														72	\$	10,968					
	4. 90% Plan Review		9	48	48														104	\$	15,612					
	Subtotal CCC/Clear Creek Drive Design Review Support	0	79	89	80	0	0	0	0	0	0	0	0	0	0	0	0	0	248	\$	40,251					
	c) CCC Development Design Review Support/Subtotal Review	0	8	0	0	0	0	0	0	0	0	80	80	0	0	0	0	0	168	\$	29,960					
	Subtotal Design Review Support	0	103	89	80	0	0	82	60	16	16	80	80	0	16	0	0	0	622	\$	108,127					
B.2	Construction Management																									
	a) I-70 Interchange CM Services																									
	1. Task Order #1 I-70 Interchange	0	8	0	0	0	0	0	0	0	0	0	0	50	1800	1800	800	20	4,088	\$	285,540					
	Subtotal I-70 Interchange CM Services	0	8	0	0	0	0	0	0	0	0	0	0	50	1,800	1,800	800	20	4,088	\$	285,540					
	b) CCC/Clear Creek Dr CM Services (Future 2018)																									
	2. Task Order #2 Clear Creek Drive I-70 Ramps to 33rd																									
	3. Task Order #3 40th Avenue Extension																									
	4. Task Order #4 Clear Creek Drive I-70 Ramps to 40th																									
	5. Task Order #5 Clear Creek Drive 40th Ave. North																									
	Subtotal CCC/Clear Creek Dr CM Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	-					
	Subtotal Construction Management	0	8	0	0	0	0	0	0	0	0	0	0	50	1800	1800	800	20	4,088	\$	285,540	DOC's AECOM (mileage, printing, delivery, etc.) = \$14,600 DOC's Benech = 6,600 DOC's Geocal (Material's Testing, etc.) = 0				
B	Subtotal - Clear Creek Crossing	0	119	89	80	0	0	82	60	16	16	80	80	50	1816	1800	800	20	4758	\$	486,067	Total Cost				

Subcontractant


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City of Wheat Ridge Investing 4 the Future Program Management Services AECOM Scope of Work 2017-2018 November 17, 2017

Wheat Ridge Investing 4 the Future Program Management/Construction Management
Workhour/Cost Summary 2017-2018
11/20/2017
Wadsworth Widening

Task No.		Project Manager		Design Review Support (AECOM)				Total Hours	Total Cost	 Notes
		Principal	Project Manager	Roadway Engineer	Senior Civil Engineer	Structural Engineer	Environmental Planner			
C	<u>WADSWORTH BLVD</u>	\$ 237.00 (Eckman/Romig)	\$ 195.00 (McQuilkin)	\$144.00 (Krell)	\$150.00	\$174.00 (Parent)	\$175.00 (McDonald)			
C.1	Design Review Support									
	a) Design Coordination/Meetings		39	21				60	\$ 10,629	Assume Monthly - 13 meetings @ 3 hours each = 42 hours
	b) Agency Coordination		24					24	\$ 4,680	
	c) Environmental Support		8				40	48	\$ 8,560	
	d) Preliminary Plan Review		8	48	48			104	\$ 15,672	
	e) ROW Plan Support		8	24				32	\$ 5,016	
	f) Final Plan Review		12	64	64			140	\$ 21,156	
	Subtotal Design Support	0	99	157	112	0	40	408	\$ 65,713	
									600	ODC's
C.2	Construction Management									
	Future Phase to commence in 2019									
C	Subtotal - Wadsworth Blvd	0	99	157	112	0	40	408	\$ 66,313	

Wheat Ridge Investing 4 the Future Program Management/Construction Management
Workhour/Cost Summary 2017-2018
11/20/2017
Anderson Park

Task No.		Project Manager		Anderson Park		Total Hours	Total Cost	 Notes
		Principal	Project Manager	Landscape Architect	Architect			
D	<u>Anderson Park</u>	\$ 237.00 (Eckman/Romig)	\$ 195.00 (McQuilkin)	\$ 172.00 (Peppie)	\$ 158.00 (Johnson)			

Services to support the Anderson Park Project are not anticipated at this time, however, may be negotiated as under a future task order if required by the City.

		0	0	0	0	0	\$	-	Labor Cost
									ODC's
							\$	-	Total Cost