

## **AGENDA**

### **CITY COUNCIL MEETING CITY OF WHEAT RIDGE, COLORADO 7500 WEST 29<sup>TH</sup> AVENUE, MUNICIPAL BUILDING**

**August 27, 2018**  
**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 August 6, 2018**

#### **PROCLAMATIONS AND CEREMONIES**

#### **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 an Agenda Item, please sign the GENERAL AGENDA ROSTER.
- c. Citizens who wish to speak on a Public Hearing item, please sign the PUBLIC HEARING ROSTER before the item is called to be heard.
- d. Citizens who wish to speak on Study Session Agenda Items, please sign the STUDY SESSION AGENDA ROSTER.

#### **APPROVAL OF AGENDA**

**1. CONSENT AGENDA**

- a. Motion to approve payment to Insight Public Sector in the amount of \$76,958.42 for the Annual Renewal of the Microsoft Enterprise Agreement
- b. Resolution 55-2018 – approving the 2018 Police Recruit Training Agreement to provide Law Enforcement Academy Training for six Wheat Ridge Police Recruits at the combined Regional Academy
- c. Resolution 51-2018 – authorizing the appropriate City Officials to execute an Intergovernmental Agreement by and between the County of Jefferson, State of Colorado, and the City of Wheat Ridge, Colorado regarding the administration of their respective duties concerning the conduct of the Coordinated Election to be held on November 6, 2018

**PUBLIC HEARINGS AND ORDINANCES ON SECOND READING**

2. Council Bill 24-2018 – extinguishing any rights or interest held by the City in a Slope Easement PE-55A associated with Taft Court, a Public Roadway
3. Council Bill 25-2018 – vacating any interest held by the City in a portion of Ridge Road, a Public Roadway

**DECISIONS, RESOLUTIONS AND MOTIONS**

4. Motion to award a contract and approve subsequent payments to Short Elliot Hendrickson, Inc., Denver, CO, in an amount not to exceed \$643,636 for Professional Services for the design of 52<sup>nd</sup> Avenue, Ridge Road and Tabor Street
5. Motion to award a contract and approve subsequent payments to HDR Engineering, Inc., Denver, CO, in an amount not to exceed \$2,144,931 for Phase II, Final Design, of the Wadsworth Boulevard Improvement Project
6. Resolution No. 52-2018 – approving a Second Amendment to the City of Wheat Ridge Gold Line Corridor Local Agency Intergovernmental Agreement with the Regional Transportation District, transferring ownership of the Regional Stormwater Pond and Outfall from the Regional Transportation District to the City
7. Resolution No. 53-2018 – in support of reauthorization of and full funding for the Land and Water Conservation Fund
8. Resolution 54-2018 – amending the Fiscal Year 2018 General Fund Budget to reflect the approval of a Supplemental Budget Appropriation in the amount of \$18,000 for The Action Center

**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. 29<sup>th</sup> Avenue**  
**August 6, 2018**

Mayor Starker called the Study Session to order at 6:30 p.m.

Councilmembers present: Janeece Hoppe, Tim Fitzgerald, Zachary Urban, Kristi Davis, Larry Mathews, and Leah Dozeman

Absent: George Pond (excused), Monica Duran (excused)

Also present: City Clerk, Janelle Shaver; City Manager, Patrick Goff; Division Chief Jim Lorentz; guests and interested citizens.

**CITIZEN COMMENT ON AGENDA ITEMS**

**Joy Opp** (WR) spoke on behalf of Localworks. She read a letter from Localworks president, Kristine Disney, in support of Localworks. This year's proposal has minimal increases. The letter listed several activities Localworks provides for the community. Council should trust that Localworks is a good steward of City funds. As a board member Ms. Opp also attested to the fantastic work of the Localworks staff. As a citizen she can't imagine not having these spectacular events.

**1. Action Center Update - Pam Brier**

Board members from The Action Center introduced themselves.

**John Covert**, Development Director of The Action Center

**Pam Brier**, Executive Director of The Action Center for two months

**Dave Norwood**, board member, past chair and treasurer

**Cindy Baroway**, board member, past chair

**LaDawn Sperling**, board member

Pam Brier led the presentation explaining several changes that happened to The Action Center in the past year that resulted in a financial shortfall of \$1M.

- Recent attention to a capital campaign likely deterred attention from fundraising for ongoing operations.
- Two key longtime leadership positions became vacant

The board has taken the following actions:

- The Exec Director and Development Director positions have been filled.
- They took a hard look at the budget.
  - The 22-bed family shelter was closed, and there have been staff lay-offs.
  - Services have been restructured by 20% from \$3.9M to \$3.2M, which is in line with their historic fundraising capabilities. This should be sustainable.

They are reaching out to the community to help raise \$1M in the coming year to address immediate cash challenges and rebuild a reserve for the future.

- They are contacting businesses, government, churches and past donors. They have 4,000 volunteers and the level of support has been very heartwarming.
- From the Jefferson County Commissioners they have received \$50K, plus \$200K to match other donations. \$100K of that match has already been raised.
- They are now looking to the municipalities. She noted that over 10% of the people served come from the WR community.

They help with food, clothing, rental and energy assistance to prevent homelessness, plus mental health and other social needs.

Mr. Norwood addressed the issues of "How did we get here?" and "How do we know you won't be here again asking for money?" He is in banking and he asks those questions too. He listed the history of funds that were raised the last three years, and reported they have cut the budget to match how much they typically raise each year. They plan to match expenses to what we can raise.

Ms. Baroway, a board member for 10 years and volunteer for 27, said the audits have always been good. 90-92 cents of every dollar returns to the community. Their capital campaign of 2015 may have led to donor fatigue. She also explained several things that led to a perfect storm that resulted in financial problems. There was no mismanagement. The board reacted right away. They shut down the shelter right away; they didn't want to, but they had to.

Mr. Norwood elaborated on how the \$1M would be used to address the immediate operating shortfall and also ensure this doesn't happen again.

Discussion and questions from Council followed.

- Councilmember Hoppe: Is there a long term plan to re-open the shelter? Right now they are talking to other groups that may be interested in picking up that operation.
- Councilmember Urban: What is your cost per dollar for fundraising and ratio for administration to services? Mr. Covert said he's only been on board for two weeks and doesn't know that yet, but he will get that information. Ms. Baroway said it's low; the board is all volunteers. For administration vs service, she pointed out again that 90-92% goes for services. They have up to 80 volunteers a day.
- Services they provide include:
  - Food and clothing
  - Helping people avoid homelessness by offering rental assistance
  - Helping people connect to education through Red Rocks
  - Working with case managers to build a plan to achieve self-sufficiency.
  - Wrap-around support services are on-going.
  - Extensive help to get back on track. They don't just serve homeless people; they also serve people who have hit a rough patch and grandparents raising grandchildren.
  - Their three big special projects each year are school supplies (serving 5,000 children), Thanksgiving, and Christmas.

- Councilmember Mathews: How do you fit in with government services? They partner with County government resources to make those resources available. They work hard not to duplicate services, and to connect to other non-government resources like mental health and crisis services. They try to be a "One-stop-shop". They also help previously incarcerated folks get drivers licenses. They dropped the name "Jeffco" so they wouldn't be seen as a government entity.
- Councilmember Urban: How much of the budget is food? Ms. Brier didn't have that figure with her. Much of their food is donated through food recovery programs with grocery stores (saving food from grocery dumpsters) and they pay \$500 annual membership to Foodbank of the Rockies, plus a \$50 monthly fee. It's a minimal cost relative to the amount of food they bring in every day.
- Councilmember Dozeman asked what cities they are reaching out to.
  - They are reaching out to all cities in Jeffco.
  - They did a presentation to all the city managers already.
  - All elected officials are invited to an open forum at the Action Center on Tuesday, August 14 at 7pm. Council is welcome to come, take a tour and learn more.
- Mr. Norwood added that they are working with businesses and partnering with the Jeffco Economic Development Council (EDC).
- Councilmember Mathews: How much lag time is there between a recovering economy and a softening in demand for services? The biggest problem is affordable housing. Yes, the economy is good, but the cost of housing has hit the Action Center clients hard. Wages aren't keeping up with the cost of housing, which has risen due to net migration into Colorado. They advise people NOT to stop paying rent, because once they lose their housing that is difficult to replace. The Action Center provides other parts of life so they can continue to pay rent. Additionally, when the economy is strong, there can be a perception by donors that our services are not needed as much, and fundraising can be a challenge.

## 2. Localworks Budget Presentation

Krista Lewis, the Executive Director of Localworks, said the purpose of the organization is "to advance Wheat Ridge as a vibrant and sustainable community". They "offer programming that connects the community, attracts perspective residents, businesses and visitors, and celebrates our city's unique charm in order to promote a healthy economy, and ensure the health and vitality of the citizens and community".

They will host around 50 events this year and reach an estimated 26,000 people with their programs and services. They have a staff of six and rely on volunteers, partners and the City. They believe they are good stewards of City funding.

She gave a power point presentation covering the many events and programs they sponsor.

They are doing a Listening Tour to ensure they are addressing the needs of the community. A report will come early next year. The tour contacts 3 targeted audiences:

elected officials and high level city officials, business owners, and members of the community at large via pop-up events and a survey that is being distributed to all the targeted groups. As of July 31 they have received 138 survey responses. 26 are from business owners and 66% say they already volunteer with Localworks.

She highlighted elements of their proposal for financial support from the City.

- \$217,500 -- Core Localworks Programs
  - \$80K -- Building Up Business Loans (BUBL), increased from last year
  - \$40K -- Live Local (Localworks Active, Harvest and community building events), [Program and volunteer management [\$20K], event costs [\$7.5K], printed materials [\$4.5K], ads, refreshments, supplies [\$5K], Overhead [\$3K]
  - \$40K -- Community Outreach and Education ((Wheaties, Pints & Policy, Partners in Progress, and the NRS Reaffirmation to develop leaders who will work to further Localworks' mission)
  - \$22.5K -- Community Marketing and Positioning tours
  - \$30K TLC Wheat Ridge -- (small grants for block improvement; promote recycling)
  - \$5K -- Facility rental for Localworks programs
- \$103,750 -- Strategic Plan Program Investments and City Priority support
  - \$30K -- HEAL and Active Living (includes implementation of Activate 38)
  - \$13.75K -- NRS Reaffirmation Process (do surveys, district meetings, focus groups for the NRS and suggest changes in the vision for the City); Personnel/management [\$8K], printing/mailing [\$4K], ads, refreshments, supplies [\$1.75K]
  - \$50K -- Community Engagement and Communication (continue event postcards; new Community Engagement Committee for outreach and relationship building; work to retain members, volunteers, sponsors and partnerships, and start a tiered membership program)
  - \$10K -- 50<sup>th</sup> Anniversary of the City Event and Program Planning
- \$160,000 -- Ridge at 38 Events  
City's portion for Criterium/Brewfest [\$61K], Friday Night Live [\$20K], Ridgefest [\$38K], Trunk or Treat [\$7K], Holiday Celebration [\$25K], Overhead [\$9K]
- \$83,000 -- Ridge at 38  
Staffing for Ridge at 38 Leadership Committee priorities, plus banners/lights [\$25K], business outreach/marketing [\$15K], marketing materials/implementation [\$30K], Website, app, social media, online ads [\$10K]), Overhead [\$3K]

Full funding would total \$564,250.

- In-kind support assumptions from the City
  - City staff time to assist in a variety of capacities
  - Waiver of banner fees and event permit fees for Ridge at 38 events
  - Promotion of Local Works in Economic Development advertising and on Channel 8

- Help with set-up, tear down, trash, and picnic tables for the events
- Professional services from Community Development for signage guidelines
- Speed and traffic counts on 38<sup>th</sup> Ave; staff coordination for Activate 38

She added that funds will be used for project management to start a BID. They want to get that going again.

Questions from Council followed.

Councilmember Hoppe received confirmation that funds are program restricted.

Councilmember Fitzgerald asked what the wages are for employees. Ms. Lewis said that is indicated in the detailed narrative of the events. Examples: "Program and volunteer management" is mostly for staff. The percentages of "Overhead" listed as "in-kind" is for staff.

Councilmember Dozeman inquired about the BUBL loans. Ms. Lewis explained they have decided to suspend focus on home improvement loans for now, and focus mainly on business loans. This year they're asking for \$30K more; it will go to businesses, but could go to home improvement if the applications are there. Recipients are selected at the discretion of the Localworks board. She outlined the loan approval process.

Councilmember Mathews is pleased to see the group not being so political. He is bothered that it is still not self-sustaining. In the future he would like to see what other revenues are being brought in for the various events. He asked if they plan to continue charging City-funded boards and commissions \$500 for participation at their events. He also had questions about the 2019 and 2018 budgets.

Ms. Lewis addressed the issues.

- They have only done one major event this year, so there isn't much data. She can provide revenue numbers for past years.
- She said they have been steadily increasing revenue and ROI. She has a strong background in fundraising so they will be increasing partnerships and sponsorship.
- They have already discussed charging City-funded boards for vendor booth spaces. They will be offering those at no cost.
- The reason for the 14% increase in the budget for the Ridge at 38 is the intent to grow and expand those programs to attract more people from inside and outside Wheat Ridge and to offer a better experience. They already have ideas.
- She explained why their 2018 adopted budget of \$528K is now estimated to only spend \$469K. They couldn't do all the tours due to staff transition. The request for NRS activities was cut in half because they haven't been asked to help with that. They found ways to cut costs on the Live Local events. She did add that next year they plan to spend more on those to draw larger crowds.

Councilmember Davis has received positive comments on the postcard. She believes the activity on 38<sup>th</sup> Avenue is improving and drawing people from outside Wheat Ridge. She offered some thoughts on the dilemma of spending priorities.

Ms. Lewis noted that the goal is to be less reliant on City funding.

Councilmember Urban

- How is success measured in the marketing tours? She can send that information. She hopes it draws people to spend money here, move here and attend the events.
- What can be done to ensure that local businesses (that sell alcohol) along 38<sup>th</sup> Ave are benefitting from all the beer ticket sales for Localworks. Ms. Lewis said some businesses have report increased sales during events. Localworks has invited businesses to join in planning. She'd like to track future sales with event coupons.
- The City provides 80% of your budget. What are the plans to lower that? They are working on variety of partnerships and on increasing sponsorship for cash and in-kind. They hope to have a better report next year.

Councilmember Dozeman asked if Localworks is throwing the 50<sup>th</sup> anniversary gala? Mr. Goff said it will be a partnership. Ms. Lewis said three Localworks staff members are on the 50<sup>th</sup> Anniversary steering committee.

Councilmember Dozeman noted the actual cost for Live Local events is low, so why is the ask so large. Ms. Lewis explained the bulk is for staff time to plan, promote and execute the activities. There are also advertising and promotion, and at times, hard costs such as refreshments and give-aways.

Councilmember Urban asked about the in-kind time from city staff. Mr. Goff said they've had a hard time getting enough volunteers for some of the events so the last couple of years they have offered comp time for employees who volunteer; but it's a very small amount. Most of the in-kind is for police or public works for street closures, etc. Mr. Urban asked about the security protocol for events. He's been to movie nights with 1,000 people and no police presence. Ms. Lewis said that decision is left up to the Police Department. Localworks' staff knows to call the police if necessary.

Councilmember Dozeman was told there would be no Wheaties Academy next year.

Councilmember Dozeman pointed to a total of \$130K allocated to communications and marketing and is concerned that attendance has grown beyond the capacity of what we are able to host. Her family has waited in line 1½ hours for a hayride and 3 hours to see Santa. Bringing in people from outside the community is nice, but it makes the waiting lines so long that WR residents don't have the opportunity to enjoy all the things that are available. She was with a group that had a booth at Ridgefest; 50% of the addresses they captured were from outside Wheat Ridge. She wonders if our residents aren't showing up because so many others are. She wonders if Trunk or Treat is sustainable because it draws so many from outside Wheat Ridge. ~ Ms. Lewis said they are asking those same questions too. That is the reason for increased cost for Ridge at 38. They will be buying more candy for Trunk or Treat this year. They have



heard about areas for improvement so they are adjusting their budget to accommodate those improvements.

Councilmember Mathews mentioned to Mr. Goff that he would like to see, in one place in the budget, an itemization of in-kind services from Public Works, Police, City staff, Parks, and comp time for employees for all these events. Without that we don't have a true picture of what these things are costing the City – for Localworks, the Carnation Festival, anything.

Councilmember Hoppe shared her personal experience to illustrate how many of the things WR2020 and Localworks have done are small things that bear larger fruit in the future.

Councilmember Dozeman said the programs and Wheaties Academy have benefitted her personally too.

### 3. Body Worn Camera Grant Update – Division Chief Lorentz

Commander Lorentz noted the trial program began in about 2015. We still have the cameras; traffic officers wear them. He reviewed that the City applied for a federal grant to continue, but was turned down. In April 2017 we applied for a grant with Golden and that was awarded. There are lots of steps to comply with federal grants. This grant had 7 different steps to accomplish. It seems slow, but they are about ready to go. The last step, approving the Memorandum of Understanding, will come to Council for approval next week. Then the cameras can be purchased. It is hoped to get cameras by the end of 2018 or early 2019.

Councilmember Urban asked about the issue of when and where to record. Is the curriculum being prepared on our own or from other agencies? Division Chief Lorentz said it is mostly from other agencies; they are getting material from the 1<sup>st</sup> Judicial District. Some redaction is necessary. There was some discussion.

- Commander Lorentz advised that it would be impractical to have video recordings replace written reports; it would take too long to view all of the video in real time.
- Can officers review the video before they write their reports? Yes. In fact, they should. They want to do it right. Reporting is the way PD files things. Could there be problems with discrepancies? Yes, there could be.

Division Chief Lorentz closed with a reminder that National Night Out is tomorrow at Hayward Park from 4-7pm. There will be food, fun, and crime prevention.

### 4. 2018 Budget Update – Patrick Goff

Mr. Goff highlighted the report that was in the Council packet.

The City is looking good financially right now.

- Total Revenue is up 4.4% -- the biggest area being use tax due to all of the building going on. Plan review fees are also up for that reason.
- Sales tax is down 1.9% compared to last year due to Walmart closing. But if the Walmart closure is factored out, sales tax revenue is up 5.8% compared to 2017, so that is a good sign that our city economy is doing well.
- Expenses are down 86% or \$2.4M below what was budgeted. Much of this is due to salary savings from staffing shortages.
- The Fund Balance that was projected for 1/1/18 was \$10.7 M. The actual Beginning Fund Balance was \$13.8M due to the hailstorm.
- Revenue projections for 2018 were \$34M. Current projections are a little more.
- Expenditure projections for 2018 were \$37.3M; current projections are only \$35.6M. 34M.....projecting 32.24M estimated to spend 35.6M
- 2018 Ending Fund Balance is projected to be \$12.3M total.
  - Restrictions include 3% for our TABOR reserves (\$1+M); \$206K for Channel 8 PEG fee Revenue, and \$1+M for Fruitdale.
  - The Unrestricted year end Fund Balance is projected to be just under \$10M, which is almost a 30% reserve.
  - Council has directed that a portion of that fund balance be spent in 2019 for the 38<sup>th</sup> Avenue Green project.

Council had two minor questions.

Mr. Goff reported that Regency is working to fill the Walmart space. Four national tenants are planned, projected to open in September or October 2019. Revenue from those businesses and a planned business for the pad at 38<sup>th</sup> & Kipling (next to Starbucks) will not be included in the 2019 budget. All of the businesses at the Corners at 38<sup>th</sup> project will be online by next year; that revenue will be included in the 2019 budget.

## 5. Broadband and TABOR Excess Revenue Ballot Questions ~ Patrick Goff

### High Speed Internet

Mr. Goff noted that this issue had been discussed at a recent study session and Council had directed staff to prepare a ballot question.

- SB 152 prohibits local governments from providing cable television services, telecommunication services, or high speed internet services (advanced services), either directly or indirectly, unless approved by the voters.
- SB 152 has been interpreted by some as prohibiting local governments from providing a wide spectrum of services (internet service in libraries, parks and community centers; leveraging government infrastructure and partnering with private businesses to provide affordable and high speed internet services throughout the community; and direct provision of broadband services by municipal government where needed).
- A voter approved exemption from SB 152 would restore local independence and the ability for the City to evaluate all possibilities for next generation broadband services in the City.

- Voters in 92 towns and cities and 23 counties have overwhelmingly approved measures to allow their local government to decide whether to offer broadband services to their residents.

Mr. Goff read the draft resolution that was in the packet.

Councilmember Urban addressed the phrase “based on new technology”. He thinks it is ambiguous. Mr. Goff agreed that could be misleading. It could be removed.

Councilmember Urban addressed the requirements of SB152. The only requirement that *doesn't* seem to be explained is “how does it provide the role government will have in providing these services”. Mr. Goff said we don't know that yet. There was some discussion. Mr. Goff suggested the wording provides options. He thinks the language covers it, but will confirm with Mr. Dahl.

There was consensus to move this forward, and to remove the language Councilmember Urban suggested.

#### TABOR Excess Revenue

Mr. Goff addressed the two options for wording for a second ballot question that would ask the voters if the City can keep \$457,931 is excess 2-E revenue.

- The 2E ballot wording estimated the tax increase would generate \$3.7M in 2017. The actual amount of the new tax revenue in 2017 was \$4,157,931.
- He advised that Buckner, the bond council, suggests using the wording that is *not* percentage-specific for each of the four projects because that would be too restricting and be an extremely burdensome thing to keep track of for accounting purposes. They recommend Option #1 which provides some flexibility.

Discussion indicated there was support for wording that provided flexibility.

Councilmember Urban suggested including wording to let the voters know this does not extend the tax – it just allows the City to keep tax money that has already been collected. Mr. Goff had thought about that and agreed. He suggested adding wording to let voters know the original date for the sales tax would remain as passed by voters.

There was consensus to proceed with the draft version #1.

#### 6. Staff Report(s)

**Mr. Goff** reported having attended an opening event at Lucky's Market with Councilmember Urban earlier in the evening. He remarked that the parking lot was full in 5 minutes so folks should prepare accordingly. This was a soft opening; they will have a Bacon (ribbon) Cutting on Wednesday at 10am.

#### 7. Elected Officials' Report(s)

**Janece Hoppe** encouraged everyone to come to the Carnation Festival this weekend.

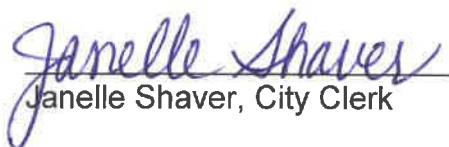
**Leah Dozeman** invited everyone to the Carnation Festival this weekend. There will be fireworks both nights, food and craft vendors, the carnival and the parade is Saturday morning at 9:30. Ms. Hoppe added a reminder of the Pancake Breakfast at the Grange at 7am before the Parade.

**Zach Urban** said he enjoyed touring Lucky's with his daughter. It's quite a place – fully stocked and ready to go. ~ He spoke about Nicole Lindsay, a Wheat Ridge woman who was murdered last week as a result of domestic violence. There is a Go Fund Me Page for support for her family. They are having a hard time. He encouraged people to support the family and to support Family Tree and their work with domestic violence.

**Clerk Shaver** reported attending a performance of the Music Man last Saturday evening at the Colorado ACTS theater located on the north frontage road just west of Medved. Colorado ACTS is a non-profit children's theater group right here in Wheat Ridge. There will be performances this weekend also. She encouraged folks to check out their website; they offer classes and performances year round for children of all ages and abilities.

**Mayor Starker** put in a good word for the Carnation Festival and the Parade. He also put in a plug for the 4-H and Future Farmers event this coming Sunday morning at 11:00 at the Fairgrounds. The 4H kids will be showing their animals and the Mayor is on the celebrity show team. He suspects he will learn a lot.

**ADJOURNMENT:** The Study Session adjourned at 8:48 p.m.

  
Janelle Shaver, City Clerk

APPROVED BY CITY COUNCIL ON August 27, 2018

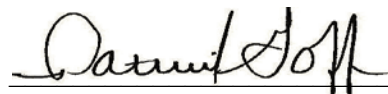
\_\_\_\_\_  
Tim Fitzgerald, Mayor pro tem

**REQUEST FOR CITY COUNCIL ACTION****TITLE: MOTION TO APPROVE PAYMENT TO INSIGHT PUBLIC  
SECTOR IN THE AMOUNT OF \$76,958.42 FOR THE  
ANNUAL RENEWAL OF THE MICROSOFT ENTERPRISE  
AGREEMENT**

- ☐ PUBLIC HEARING  
☒ BIDS/MOTIONS  
☐ RESOLUTIONS

- ☐ ORDINANCES FOR 1<sup>ST</sup> READING  
☐ ORDINANCES FOR 2<sup>ND</sup> READING

QUASI-JUDICIAL:

☐ YES☒ NO  
\_\_\_\_\_  
City Manager**ISSUE:**

This is a scheduled and budgeted replacement of obsolete Microsoft software licenses at all sites and the support and maintenance that is inherent with upgrades or new software. The annual renewal of licensing and support will cost \$76,958.42 which was approved in the 2018 IT Budget.

**PRIOR ACTION:**

Approved by Council since 2005.

**FINANCIAL IMPACT:**

Funds in the amount of \$76,958.42 are budgeted in the 2018 Information Technology Division budget.

**BACKGROUND:**

The City has participated for 13 years in the Microsoft Enterprise Agreement (EA) program. Prior to 2005, software licensing control and purchases were decentralized; non-standardized and recordkeeping was sporadic and incomplete. In 2005, based on an Information Technology Division (IT) evaluation of the status of the City's software needs and requirements, IT Staff decided to leverage the City's purchasing power by engaging Microsoft in a five-year agreement to get the City of Wheat Ridge properly licensed. Staff also decided at that time to manage all the

software centrally within the IT Division. With the help of a new IT Administrative Guideline, this was accomplished.

As a result, the City has been compliant with Microsoft's licensing rules and regulations as of 2005. In addition, this program allows for discounts on software licenses, professional services and planning and training vouchers from Microsoft. This renewal will allow the City to implement upgrades to Exchange 2016, Windows 10, Office 2016 and other features of the Microsoft software.

**RECOMMENDATIONS:**

Staff recommends approval of the annual renewal for the Microsoft Enterprise Agreement.

**RECOMMENDED MOTION:**

“I move to approve payment to Insight Public Sector in the amount of \$76,958.42 for the annual renewal of the Microsoft Enterprise Agreement.

Or,

“I move to deny payment to Insight Public Sector in the amount of \$76,958.42 for the annual renewal of the Microsoft Enterprise Agreement for the following reason(s)

\_\_\_\_\_.”

**REPORT PREPARED/REVIEWED BY:**

Michael Steinke, IT Manager

Patrick Goff, City Manager

**ATTACHMENTS:**

1. Insight Microsoft Quote # 220355894

**SOLD-TO PARTY** 10390055

CITY OF WHEAT RIDGE  
7500 W 29TH AVE 1ST FLOOR  
WHEAT RIDGE CO 80033

**SHIP-TO PARTY**

CITY OF WHEAT RIDGE  
7500 W 29TH AVE 1ST FLOOR  
WHEAT RIDGE CO 80033

**We deliver according to the following terms:**

**Payment Terms** : Credit Card  
**Ship Via** : Electronic Delivery  
**Terms of Delivery** : FOB ORIGIN  
**Currency** : USD

**Quotation**

**Quotation Number** : 220355894  
**Document Date** : 09-AUG-2018  
**PO Number** :  
**PO Release** :  
**Sales Rep** : Peter Lonson  
**Email** : PETER.LONSON@INSIGHT.COM  
**Telephone** : 8002692523  
**Sales Rep 2** : Adele Greene  
**Email** : ADELE.GREENE@INSIGHT.COM  
**Telephone** : 5097422376

Material	Material Description	Quantity	Unit Price	Extended Price
<a href="#">228-04433-ESA3</a>	Microsoft SQL Server Standard Edition - Software assurance - 1 server - Enterprise, Select, Select Plus - additional product - Win - All Languages Coverage Dates: 01-OCT-2018 - 30-SEP-2019 STATE OF COLORADO NASPO VALUEPOINT SOFTWARE VAR(# ADSP016-138244/ 20170000000000000105) LICENSE : 6808514 AUTHORIZATION N ANNUAL BILLING DUE 10/1/18 DEPLOY DATE : 01-OCT-2018	2	146.29	292.58
<a href="#">269-12442-ESA3</a>	Microsoft Office Professional Plus - Software assurance - 1 PC - Enterprise - Win - All Languages Coverage Dates: 01-OCT-2018 - 30-SEP-2019 STATE OF COLORADO NASPO VALUEPOINT SOFTWARE VAR(# ADSP016-138244/ 20170000000000000105) LICENSE : 6808514 AUTHORIZATION N ANNUAL BILLING DUE 10/1/18 DEPLOY DATE : 01-OCT-2018	350	86.78	30,373.00
<a href="#">359-00792-ESA3</a>	Microsoft SQL Server - Software assurance - 1 CAL - Enterprise, Select, Select Plus - All Languages Coverage Dates: 01-OCT-2018 - 30-SEP-2019 STATE OF COLORADO NASPO VALUEPOINT SOFTWARE VAR(# ADSP016-138244/ 20170000000000000105) LICENSE : 6808514 AUTHORIZATION N ANNUAL BILLING DUE 10/1/18 DEPLOY DATE : 01-OCT-2018	40	34.06	1,362.40
<a href="#">395-02504-ESA3</a>	Microsoft Exchange Server Enterprise Edition - Software assurance - 1 server - Enterprise, Select, Select Plus - All Languages Coverage Dates: 01-OCT-2018 - 30-SEP-2019 STATE OF COLORADO NASPO VALUEPOINT SOFTWARE VAR(# ADSP016-138244/ 20170000000000000105) LICENSE : 6808514 AUTHORIZATION N ANNUAL BILLING DUE 10/1/18 DEPLOY DATE : 01-OCT-2018	1	660.66	660.66

Material	Material Description	Quantity	Unit Price	Extended Price
<a href="#">CX2-00093-ESA3</a>	Windows Enterprise for SA - W/ Microsoft Desktop Optimization Pack - software assurance - 1 PC - Platform - Enterprise - All Languages Coverage Dates: 01-OCT-2018 - 30-SEP-2019 STATE OF COLORADO NASPO VALUEPOINT SOFTWARE VAR(#ADSP016-138244/ 20170000000000000105) LICENSE : 6808514 AUTHORIZATION N ANNUAL BILLING DUE 10/1/18 DEPLOY DATE : 01-OCT-2018	350	38.30	13,405.00
<a href="#">D87-01159-ESA3</a>	Microsoft Visio Professional - Software assurance - 1 user - academic - Enterprise, Select, Select Plus - Win - All Languages Coverage Dates: 01-OCT-2018 - 30-SEP-2019 STATE OF COLORADO NASPO VALUEPOINT SOFTWARE VAR(#ADSP016-138244/ 20170000000000000105) LICENSE : 6808514 AUTHORIZATION N ANNUAL BILLING DUE 10/1/18 DEPLOY DATE : 01-OCT-2018	5	91.14	455.70
<a href="#">H30-00238-ESA3</a>	Microsoft Project Professional - Software assurance - 1 PC - Enterprise, Select, Select Plus - Win - All Languages Coverage Dates: 01-OCT-2018 - 30-SEP-2019 STATE OF COLORADO NASPO VALUEPOINT SOFTWARE VAR(#ADSP016-138244/ 20170000000000000105) LICENSE : 6808514 AUTHORIZATION N ANNUAL BILLING DUE 10/1/18 DEPLOY DATE : 01-OCT-2018	5	177.56	887.80
<a href="#">P71-07282-ESA3</a>	Microsoft Windows Server Datacenter Edition - Software assurance - 2 processors - Select, Select Plus - All Languages Coverage Dates: 01-OCT-2018 - 30-SEP-2019 STATE OF COLORADO NASPO VALUEPOINT SOFTWARE VAR(#ADSP016-138244/ 20170000000000000105) LICENSE : 6808514 AUTHORIZATION N ANNUAL BILLING DUE 10/1/18 DEPLOY DATE : 01-OCT-2018	7	1,004.14	7,028.98
<a href="#">P73-05898-ESA3</a>	Microsoft Windows Server Standard Edition - Software assurance - 2 processors - Enterprise, Select, Select Plus - All Languages Coverage Dates: 01-OCT-2018 - 30-SEP-2019 STATE OF COLORADO NASPO VALUEPOINT SOFTWARE VAR(#ADSP016-138244/ 20170000000000000105) LICENSE : 6808514 AUTHORIZATION N ANNUAL BILLING DUE 10/1/18 DEPLOY DATE : 01-OCT-2018	30	143.86	4,315.80
<a href="#">PGI-00268-ESA3</a>	Microsoft Exchange Server Enterprise CAL - License & software assurance - 1 user CAL - academic - Enterprise, Select, Select Plus - with services - Win - All Languages Coverage Dates: 01-OCT-2018 - 30-SEP-2019 STATE OF COLORADO NASPO VALUEPOINT SOFTWARE VAR(#ADSP016-138244/ 20170000000000000105) LICENSE : 6808514 AUTHORIZATION N ANNUAL BILLING DUE 10/1/18 DEPLOY DATE : 01-OCT-2018	100	25.99	2,599.00



Material	Material Description	Quantity	Unit Price	Extended Price
<a href="#">PGI-00270-ESA3</a>	Microsoft Exchange Server Enterprise CAL - Software assurance - 1 user CAL - academic - Enterprise, Select, Select Plus - with services - Win - All Languages Coverage Dates: 01-OCT-2018 - 30-SEP-2019 STATE OF COLORADO NASPO VALUEPOINT SOFTWARE VAR(#ADSP016-138244/ 20170000000000000105) LICENSE : 6808514 AUTHORIZATION N ANNUAL BILLING DUE 10/1/18 DEPLOY DATE : 01-OCT-2018	125	19.76	2,470.00
<a href="#">W06-01072-ESA3</a>	Microsoft Core CAL - Software assurance - 1 user CAL - Platform - Enterprise - All Languages Coverage Dates: 01-OCT-2018 - 30-SEP-2019 STATE OF COLORADO NASPO VALUEPOINT SOFTWARE VAR(#ADSP016-138244/ 20170000000000000105) LICENSE : 6808514 AUTHORIZATION N ANNUAL BILLING DUE 10/1/18 DEPLOY DATE : 01-OCT-2018	350	37.45	13,107.50
				Product Subtotal 76,958.42
				TAX 0.00
				<b>Total 76,958.42</b>

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Peter Lonson  
8002692523  
[PETER.LONSON@INSIGHT.COM](mailto:PETER.LONSON@INSIGHT.COM)  
Fax 4807606821

Adele Greene  
5097422376  
[ADELE.GREENE@INSIGHT.COM](mailto:ADELE.GREENE@INSIGHT.COM)  
Fax 8664330064

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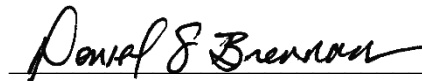
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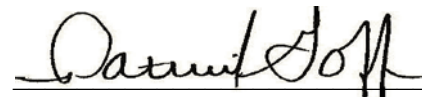
**REQUEST FOR CITY COUNCIL ACTION**

**TITLE: RESOLUTION NO. 55-2018 - A RESOLUTION APPROVING THE 2018 POLICE RECRUIT TRAINING AGREEMENT TO PROVIDE LAW ENFORCEMENT ACADEMY TRAINING FOR SIX WHEAT RIDGE POLICE RECRUITS AT THE COMBINED REGIONAL ACADEMY**

- |   |   |
|---|---|
| <input type="checkbox"/> PUBLIC HEARING         | <input type="checkbox"/> ORDINANCES FOR 1 <sup>ST</sup> READING |
| <input type="checkbox"/> BIDS/MOTIONS           | <input type="checkbox"/> ORDINANCES FOR 2 <sup>ND</sup> READING |
| <input checked="" type="checkbox"/> RESOLUTIONS |   |

QUASI-JUDICIAL: ☐ YES ☒ NO

  
Chief of Police

  
City Manager

**ISSUE:**

The Wheat Ridge Police Department (WRPD) is requesting approval of a training agreement between the City of Lakewood, on behalf of itself and Jefferson County, and the City of Wheat Ridge for the 2018-2 Recruit Academy.

**PRIOR ACTION:**

The City of Lakewood requires a new agreement be signed for each recruit academy class. A similar agreement was approved by City Council on January 8, 2018.

**FINANCIAL IMPACT:**

The Jefferson County Sheriff's Office and Lakewood Police Department Combined Regional Academy charges \$6,000, per police recruit, to attend this academy. The total amount of these fees was approved in a budget supplemental by City Council on June 11, 2018. This budget supplemental was placed in program account # 01-207-700-728. The total cost of training the six recruits is \$36,000, payable to the Lakewood Police Department.

**BACKGROUND:**

The Jefferson County Sheriff's Office and Lakewood Police Department's Combined Regional Academy currently holds two law enforcement training academy sessions, one in January and

one in July. The Police Department uses this regional academy to train newly hired police recruits to become certified law enforcement officers as required by the Colorado Peace Officer's Standards and Training Board (POST).

For the July 2018 class, the department anticipated hiring up to eight (8) police recruits. Job offers were made to six (6) police recruits and one (1) certified law enforcement officer. These positions will be used to fill current position vacancies and to allow for attrition, which is likely to occur through the remainder of 2018. The academy started on July 16, 2018.

**RECOMMENDATIONS:**

Staff recommends approval of this Police Recruit Training Agreement.

**RECOMMENDED MOTION:**

"I move to approve Resolution No. 55-2018, a resolution approving the 2018 Police Recruit Training Agreement to provide law enforcement academy training for six Wheat Ridge Police recruits at the Combined Regional Academy."

Or,

"I move to postpone indefinitely Resolution No. 55-2018, a resolution approving the 2018 Police Recruit Training Agreement to provide law enforcement academy training for six Wheat Ridge Police recruits at the Combined Regional Academy, for the following reason(s) \_\_\_\_\_."

**REPORT PREPARED/REVIEWED BY:**

Daniel Brennan, Chief of Police

Patrick Goff, City Manager

**ATTACHMENTS:**

1. Resolution No. 55-2018
2. 2018 Recruit Training Agreement

**CITY OF WHEAT RIDGE, COLORADO**  
**RESOLUTION NO. 55**  
**Series of 2018**

**TITLE: A RESOLUTION APPROVING THE 2018 POLICE RECRUIT TRAINING AGREEMENT TO PROVIDE LAW ENFORCEMENT ACADEMY TRAINING FOR SIX WHEAT RIDGE RECRUITS AT THE COMBINED REGIONAL ACADEMY**

**WHEREAS**, pursuant to C.R.S. § 29-1-203, the cities of Wheat Ridge and Lakewood, Colorado are authorized to enter into cooperative agreements with other governmental entities to provide any function, service or facility each is authorized to undertake; and

**WHEREAS**, Lakewood and Wheat Ridge are each authorized to perform law enforcement functions pursuant to Section 6, Article XX of the Colorado Constitution and C.R.S. § 31-15-401; and

**WHEREAS**, such law enforcement functions occasionally necessitate the training of new police officer recruits; and

**WHEREAS**, Wheat Ridge does not employ a large enough number of police officer recruits or dedicated training staff to operate its own law enforcement training academy; and

**WHEREAS**, the City of Lakewood operates a law enforcement training academy, in cooperation with the Jefferson County Sheriff's Office; and

**WHEREAS**, the Wheat Ridge Police Department recommends sending its police officer recruits to said academy, under those terms and conditions set forth in the intergovernmental agreement attached to this Resolution; and

**WHEREAS**, the Wheat Ridge City Council ("Council") finds that approval of the attached agreement would promote the public health, safety and welfare by providing cost-effective quality training to future Wheat Ridge police officers; and

**WHEREAS**, the cost of attending the recruit training is \$6,000 per recruit, and the police department has six new recruits to be trained; and

**WHEREAS**, in accordance with Section 14.2 of the City's Home Rule Charter, the City Council wishes to approve said intergovernmental agreement by resolution.

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

The Police Recruit Training Agreement by and between the City of Lakewood and the City of Wheat Ridge, concerning the training of Wheat Ridge police officer recruits at the Combined Regional Academy at a cost of \$6,000 per recruit, as 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 27<sup>th</sup> day of August, 2018.

---

Bud Starker, Mayor

ATTEST:

---

Janelle Shaver, City Clerk

## **POLICE RECRUIT TRAINING AGREEMENT**

This POLICE RECRUIT TRAINING AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 (the "Effective Date"), by and between the City of Lakewood, a home rule municipal corporation of the State of Colorado whose principal business address is 480 South Allison Parkway, Lakewood, Colorado 80226 ("Lakewood"), on behalf of itself and Jefferson County, Colorado (the "County"), and the City of Wheat Ridge, a municipal corporation of the State of Colorado, with offices at 7500 West 29<sup>th</sup> Avenue, Colorado ("Agency").

WITNESSETH:

WHEREAS, Lakewood and the County conduct a joint academy for the training of law enforcement officers known as the Jefferson County Sheriff's Office and Lakewood Police Department's Combined Regional Academy (the "Academy"); and

WHEREAS, Agency is desirous of having six of its police recruits ("Recruits") attend the Academy; and

WHEREAS, Article XIV, Section 18 of the Colorado Constitution and Part 2, Article 1, Title 29, C.R.S., encourage and authorize intergovernmental agreements among government entities to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each.

NOW, THEREFORE, for the mutual covenants and promises and other valuable consideration, the receipt and adequacy of which is expressly acknowledged, the parties hereby agree as follows:

1. Purpose. The purpose of this Agreement is to provide training of the Recruits at the Academy.
2. Term of Agreement. This Agreement shall have a term of six (6) months from the Effective Date. The provisions herein relating to insurance and the covenant not to sue shall survive the termination or expiration of this Agreement.
3. Description of Training. The Academy shall provide classroom instruction as well as all testing and evaluation of the Recruits as required by State of Colorado Peace Officer Standards and Training including, but not limited to, firearms training, police driving and arrest control.
4. Payment. Agency shall pay to Lakewood, at the commencement of the Academy, **Six Thousand dollars (\$6,000)** for each Recruit to be trained at the Academy.
5. Termination. Either party may terminate this Agreement by providing to the non-terminating party, not less than fifteen (15) days prior to the date of termination, written notice of termination including the effective date thereof.
6. Independent Contractor Status. Lakewood, the County and Agency are all governmental entities (each, an "Entity"). No officer or employee of any Entity shall be considered or deemed an officer or employee of any other Entity for any purpose, including worker's compensation insurance benefits and any other benefit. The Recruits are and shall remain

employees of Agency and as such are not eligible for any salary or benefits from Lakewood or the County.

7. Insurance.

- a. Agency shall continuously maintain statutory Worker's Compensation employer's liability coverage. Agency is responsible for any deductible losses under such policies or payment of any retention amounts under a self-insurance program. A certificate of insurance acceptable to Lakewood must be provided upon execution of this Agreement unless the parties arrange otherwise.
- b. Both parties shall maintain general and auto liability, law enforcement liability and public officials' liability insurance. Agency agrees to provide a certificate of insurance to Lakewood stating that notice of any cancellation of such insurance will be provided to Lakewood not less than thirty (30) days prior to any such cancellation. All cancellation notices shall be sent to the City of Lakewood, Risk Management Division.

8. Covenant not to sue. Agency, in connection with the training of its Recruits as provided herein, hereby agrees to release, waive and discharge, and covenants not to sue, Lakewood and the County, and their respective officers, employees and insurers, from and against any and all claims, damages, liabilities, demands and court awards of any kind whatsoever, which arise from any acts or omissions of any Recruit while being trained pursuant to this Agreement or thereafter, that are in any manner connected with any Recruit, if such injury, loss or damage is or is claimed to be caused in whole or in part by the act, omission or other fault of any Recruit or the training of Recruits hereunder. The parties understand, are relying upon and do not waive or intend to waive by any provision of this Agreement the monetary limitations (presently \$350,000 per person, and \$990,000 per occurrence) or any other rights, immunities or protections, provided by the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to the parties and their officers or employees.

9. General Provisions.

- a. Integration. This Agreement contains the entire understanding among the parties, and no statement, promise or inducement made by either party that is not contained herein shall be valid or binding. This Agreement may not be enlarged, modified altered or extended except in writing, signed by the parties and endorsed herein. This Agreement shall inure to the benefit of and be binding upon Lakewood and Agency and their successors and assigns.
- b. Assignment. This Agreement shall not be assigned by either party.
- c. Severability. If any part of this agreement is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining parts shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part held to be invalid.
- d. Venue. Venue for any and all legal actions regarding the transaction covered herein shall lie in the District Court in and for Jefferson County, Colorado, and this transaction shall be governed by the laws of the State of Colorado.

- e. Authority. This instrument shall not constitute an agreement until accepted, in writing by the duly authorized representative of Lakewood and Agency.
- f. Electronic Disposition. The parties acknowledge and agree that the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this Agreement, may be used for any purpose as if it were the original, including proof of the content of the original writing.
- g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**CITY OF LAKEWOOD**

\_\_\_\_\_  
Daniel J. McCasky, Chief of Police

ATTEST:

\_\_\_\_\_  
Margy Greer, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gregory Graham, Deputy City Attorney

**CITY OF WHEAT RIDGE**

\_\_\_\_\_  
Bud Starker, Mayor

ATTEST:

\_\_\_\_\_  
Janelle Shaver, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gerald Dahl, City Attorney



**REQUEST FOR CITY COUNCIL ACTION**

**TITLE: RESOLUTION 51-2018 – AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE COUNTY OF JEFFERSON, STATE OF COLORADO, AND THE CITY OF WHEAT RIDGE, COLORADO REGARDING THE ADMINISTRATION OF THEIR RESPECTIVE DUTIES CONCERNING THE CONDUCT OF THE COORDINATED ELECTION TO BE HELD ON NOVEMBER 6, 2018**

☐ PUBLIC HEARING  
☐ BIDS/MOTIONS  
☒ RESOLUTIONS

☐ ORDINANCES FOR 1<sup>ST</sup> READING  
☐ ORDINANCES FOR 2<sup>ND</sup> READING

QUASI-JUDICIAL: ☐ YES ☒ NO

  
Janelle Shaver, City Clerk

  
City Manager

**ISSUE:**

The City of Wheat Ridge will participate in a coordinated election on November 6, 2018. The attached Resolution and Intergovernmental Agreement must be executed and forwarded to Jefferson County by Tuesday, August 28, 2018. The documents refer to the respective duties of the County and the City of Wheat Ridge regarding the administration of their respective duties concerning the conduct of the Coordinated Election. The duties of the County Clerk include, but are not limited to ballot preparation, voter lists, staff selection and training, providing election supplies, counting of the ballots, and certification of results. The duties of the City of Wheat Ridge include, but are not limited to Call and Notice and ballot preparation. The City Clerk shall act as the City of Wheat Ridge's "Election Officer" and the designated election official. She shall act as the primary liaison between the City of Wheat Ridge and the Contact Officer for the County Clerk and Recorder.

**PRIOR ACTION:**

None

**FINANCIAL IMPACT:**

The City of Wheat Ridge shall pay its pro-rated costs (defined below) for all services, equipment, forms and supplies provided by the County Clerk pursuant to this Agreement. In addition, the Jurisdiction shall pay the pro-rated costs for all County employee overtime and temporary employee regular and overtime solely related to the preparation and conduct of the Election at each employee's rate or One Thousand Dollars (\$1,000), whichever is greater. The Jurisdiction's pro-rated costs shall be determined in accordance with the formula set forth in the IGA Exhibit A attached hereto and incorporated herein by this reference.

**BACKGROUND:**

The County Clerk and the City of Wheat Ridge are authorized to conduct elections as provided by law.

**RECOMMENDATIONS:**

The County Clerk and the City Clerk of the City of Wheat Ridge have determined that it is in the best interests of Jefferson County, the City and their respective inhabitants to cooperate and contract concerning the Election upon the terms and conditions in the Intergovernmental Agreement.

**RECOMMENDED MOTION:**

"I move to approve Resolution 51-2018, authorizing an Intergovernmental Agreement with the County of Jefferson regarding the Administration of the respective duties concerning the conduct of the Coordinated Election to be held on November 6, 2018.

Or,

"I move postpone indefinitely Resolution 51-2018, authorizing and Intergovernmental Agreement with the County of Jefferson regarding the Administration of the respective duties concerning the conduct of the Coordinated Election to be held on November 6, 2018 for the following reason(s) \_\_\_\_\_."

**REPORT PREPARED BY:**

Janelle Shaver, City Clerk

Patrick Goff, City Manager

**ATTACHMENTS:**

1. Resolution 51-2018
2. Intergovernmental Agreement

**RESOLUTION NO. 51-2018**

**SERIES of 2018**

**TITLE: RESOLUTION AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AN “INTERGOVERNMENTAL AGREEMENT” BY AND BETWEEN THE COUNTY OF JEFFERSON, STATE OF COLORADO, AND THE CITY OF WHEAT RIDGE, COLORADO, REGARDING THE ADMINISTRATION OF THEIR RESPECTIVE DUTIES CONCERNING THE CONDUCT OF THE COORDINATED ELECTION TO BE HELD ON NOVEMBER 6, 2018.**

**WHEREAS**, pursuant to Section 1-7-116(2), C.R.S., as amended, the Jefferson County Clerk (“County Clerk”) and the City of Wheat Ridge (“City”) shall enter into an agreement for the administration of their respective duties concerning the conduct of the coordinated election to be held on November 6, 2018 (“Election”); and

**WHEREAS**, the County Clerk and the City Clerk of the City of Wheat Ridge (the “City Clerk”) are authorized to conduct elections as provided by law; and

**WHEREAS**, the County Clerk will conduct the Election as a “coordinated mail ballot election” as such term is defined in the Uniform Election Code of 1992, C.R.S. Title 1, as amended (“Code”) and the Current Rules and Regulations Governing Election Procedures adopted by the Secretary of State, as amended (“Rules”); and

**WHEREAS**, the City has certain ballot issues and/or ballot questions to present to its eligible electors and shall participate in this coordinated election; and

**WHEREAS**, the County Clerk and the City Clerk have determined that it is in the County’s and City’s best interests to cooperate in connection with the Election upon the terms and conditions contained in the Intergovernmental Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Wheat Ridge:

Section 1. The appropriate City Officials are hereby authorized to execute the Intergovernmental Agreement by and between the City of Wheat Ridge and the County of Jefferson regarding the administration of the County’s and City’s respective duties concerning the conduct of the coordinated election to be held on November 6, 2018 (“IGA”), attached hereto as **Exhibit A**.

Section 2. For the purposes of the November 6, 2018 election and to carry out the directive of the IGA, the City shall utilize the provisions of the Uniform Election Code of 1992.

DONE AND RESOLVED on this 27th day of August, 2018.

\_\_\_\_\_  
Bud Starker, Mayor

ATTEST:

\_\_\_\_\_  
Janelle Shaver, City Clerk

# EXHIBIT A

## INTERGOVERNMENTAL AGREEMENT FOR COORDINATED ELECTION

### THIS INTERGOVERNMENTAL AGREEMENT FOR COORDINATED ELECTION

(this "Agreement"), dated for reference purposes only this \_\_\_\_ day of \_\_\_\_\_ 2018, is by and between the CLERK AND RECORDER FOR THE COUNTY OF JEFFERSON, STATE OF COLORADO (the "County Clerk") and the \_\_\_\_\_ (the "Jurisdiction"), individually referred to as a "Party," and collectively referred to as the "Parties."

### RECITALS

- A. The County Clerk and the Jurisdiction are authorized to conduct elections as provided by law.
- B. The Jurisdiction has certain ballot issues and/or ballot questions to present to its eligible electors and desires to participate in a coordinated election as provided by law.
- C. The County Clerk and the Jurisdiction desire to enter into this Agreement for purposes of conducting a coordinated election and to set out the terms and conditions upon which the Parties shall conduct such election.

### AGREEMENT

In consideration of the foregoing recitals and the mutual covenants and promises herein contained, the Parties agree as follows:

### ARTICLE I DEFINITIONS

Capitalized terms not otherwise defined herein, shall have the meaning as set forth below:

**1.01 "Audio Ballot"** means a voter interface containing the list of all candidates, ballot issues, and ballot questions upon which an eligible elector is entitled to vote in the Election.

**1.02 "Ballot Box"** means a locked and secured container in conformance with the Code in which ballots may deposited 24/7 by eligible electors.

**1.03 "Code" or "Uniform Election Code"** means the Uniform Election Code of 1992, C.R.S. Title 1, as amended, any other title of the Colorado Revised Statutes governing the participating Jurisdiction's election matters, the Colorado Constitution, UOCAVA (as defined below) and the Rules (as defined below).

**1.04 "Coordinated Election Official"** means the Jefferson County Clerk and Recorder.

**1.05 "Coordinated Election"** means an election where more than one jurisdiction with overlapping boundaries or the same electors holds an election on the same day and the eligible electors are all registered electors, and the County Clerk is the Coordinated Election Official for the jurisdictions.

**1.06 "County Liaison"** means the individual identified by the County Clerk to act as its primary liaison between the Jurisdiction and the County Clerk for the Election. The County Liaison shall be that person under the authority of the County Clerk who will have primary

responsibility for the coordination of the election for the Jurisdiction and the procedures to be completed by the County Clerk hereunder.

**1.07 “District Liaison”** means the individual identified by the Jurisdiction to act as its primary liaison between the Jurisdiction and the Contact Clerk for the Election. The District Liaison will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder and shall be responsible for performing such duties and responsibilities as are assigned to the Jurisdiction’s “designated election official” under the Code.

**1.08 “Election”** means the Coordinated Election that will be conducted on November 6, 2018.

**1.09 “Mail Ballot Election”** means an election for which eligible electors receive ballots by mail and vote by mailing those ballots, depositing the ballots at, as applicable, drop-off locations or voter service and polling centers, or, as applicable, by voting at a voter service and polling center. Mail Ballot Elections shall be conducted in accordance with the Mail Ballot Election Act, C.R.S. § 1-7.5-101 to 1-7.5-210.

**1.10 “Post-Election Audit”** means a post-Election audit of votes on paper ballot cards and Voter Verifiable Paper Audit Trail records conducted by an audit board in accordance with the requirements of the Code.

**1.11 “Precinct”** means an area with established boundaries within a political subdivision used to establish election districts.

**1.12 “Rules”** means the current rules and regulations governing election procedures adopted by the Colorado Secretary of State, including any amendments adopted after execution of this Agreement.

**1.13 “Shared Election Costs”** means all costs incurred by the County Clerk in connection with the Election that are eligible to be shared between the County Clerk and the Jurisdiction under the Code. Shared Election Costs shall include, without limitation, costs incurred by the County Clerk related to temporary (election judge) staff time (including regular and overtime costs), County employee overtime, software programs used to count voted ballots as well as pre- and post-election maintenance and on-site technical personnel, equipment, equipment handling and delivery, postage, forms, materials, supply costs, training and criminal background checks.

## **ARTICLE II PURPOSE AND GENERAL MATTERS**

**2.01 Purpose.** As required by C.R.S. §1-7-116(2), the Parties are entering into this Agreement for the purpose of setting forth their respective duties and responsibilities in connection with the preparation and conduct of the Election and allocating the cost thereof. Pursuant to C.R.S. §1-7-116(2), this Agreement shall be executed no later than August 28, 2018.

**2.02 Coordinated Election Official.** In accordance with C.R.S. §1-7-116(1)(a), the County Clerk shall serve as the Coordinated Election Official for the Election and shall conduct the Election on behalf of the Jurisdiction. As the Coordinated Election Official for the Election, the County Clerk shall be responsible for performing such duties and responsibilities as are assigned to a Coordinated Election Official under the Code, except to the extent modified herein.

**2.03 County Liaison.** The County Clerk designates Cody Swanson as the County Liaison for the Election. The County Liaison shall act as the primary liaison between the County Clerk and the Jurisdiction. Nothing herein shall be deemed or construed to relieve the County Clerk or the Jurisdiction from their official responsibilities for the conduct of the Election. In addition, the County Clerk designates Cynthia Rasor as the alternate County Liaison (the “Alternate County Liaison”) in the event the Jurisdiction needs immediate assistance and the County Liaison is unavailable.

**2.04 District Liaison.** The Jurisdiction designates \_\_\_\_\_ as the District Liaison for the Election. The District Liaison shall have primary responsibility for the Election procedures to be handled by the Jurisdiction in accordance with the Code and shall be responsible for performing such duties and responsibilities as are assigned to the Jurisdiction’s designated election official under the Code. The District Liaison shall provide the name of an alternate contact in Section 6.01 below (the “Alternate District Liaison”) in the event the County Clerk needs immediate assistance and the District Liaison is unavailable. The District Liaison or Alternate District Liaison shall be readily available and accessible during regular business hours, and at other times when notified by the County Liaison in advance, for the purposes of consultation and decision-making on behalf of the Jurisdiction regarding the Election. In addition, the District Liaison is responsible for receiving and timely responding to inquiries made by the Jurisdiction’s voters or others interested in the Jurisdiction’s election. To the extent that the Code requires that an Election Official of the Jurisdiction conduct a task, the District Liaison shall conduct such task.

**2.05 Jurisdictional Limitation.** If the Jurisdiction encompasses territory outside of Jefferson County, State of Colorado, this Agreement shall be construed to apply only to that portion of the Jurisdiction within Jefferson County.

**2.06 Mail Ballot Election.** The County Clerk will conduct the Election as a Mail Ballot Election.

**2.07 Term.** The term of this Agreement shall commence on the date signed by the County Clerk (the “Effective Date”), and shall continue until all obligations of the Parties under this Agreement have been completed.

### **ARTICLE III DUTIES OF THE COUNTY CLERK**

**3.01 County Clerk Duties.** The County Clerk shall perform the following duties for the Jurisdiction in connection with the Election, in conformance with, and as required by, the Code:

**3.01.1 Voter Registration.**

**3.01.1.1** Supervise, administer and provide the necessary voter registration forms and voter registration sites.

**3.01.1.2** Conduct registration and voting in the County Clerk’s office and at other locations for the Jurisdiction.

**3.01.2 Ballots.**

**3.01.2.1** Lay out the ballot text.

- 3.01.2.2 Determine numbering on ballot issues or questions.
    - 3.01.2.3 Provide ballot printing layouts and text for the Jurisdiction's review and approval.
    - 3.01.2.4 Mail ballots to voters.
  - 3.01.3 Audio Ballots.** Provide Audio Ballots for the Election in accordance with the Code. Audio Ballots are generated using a computer-generated pronunciation program. Accordingly, although every effort will be made to provide an accurate pronunciation of each candidate's name, such pronunciations are dependent upon the capabilities of the computer-generated pronunciation program.
  - 3.01.4 Staff.** Maintain and compensate a sufficient number of qualified staff in order to conduct the Election.
  - 3.01.5 Election Judges.** Appoint, train and compensate a sufficient number of election judges for each voter service and polling center and mail ballot processing center.
  - 3.01.6 Voter Service and Polling Centers.** Establish, staff, equip and operate the required number of voter service and polling centers.
  - 3.01.7 Election Supplies.** Provide all necessary equipment, ballots, forms and supplies to conduct the Election, including the County's electronic voting equipment, as applicable.
  - 3.01.8 Election Preparation.**
    - 3.01.8.1 Provide all necessary electronic voting equipment, personnel and computer equipment for the pre-Election voting system logic and accuracy testing (the "LAT").
    - 3.01.8.2 Prepare and run the LAT.
  - 3.01.9 Collection from Ballot Boxes.** Collect ballots from all Ballot Boxes located within the Jurisdiction in accordance with the Code.
  - 3.01.10 Early Voting and Election Day Activities.**
    - 3.01.10.1 Provide telephone and in-person support during early voting and from 7:00 a.m. to the conclusion of voting on Election Day.
    - 3.01.10.2 Count ballots and furnish the Jurisdiction with the unofficial results of the Election via an online website.
  - 3.01.11 Counting the Ballots.**
    - 3.01.11.1 Establish backup procedures and backup sites for ballot counting should counting equipment fail. In such event, ballot counting processes will be moved to a predetermined site for the duration of the ballot counting process.



3.01.11.2 Provide personnel to participate, assist, conduct and oversee the ballot counting process.

**3.01.12 Canvass, Post-Election Audit, Election Results and Recounts.**

3.01.12.1 Appoint, instruct and otherwise oversee the board of canvassers, which will be responsible for conducting a canvass of the Election and certifying the official abstract of votes cast for all candidates, ballot issues, and ballot questions in the Election;

3.01.12.2 Appoint an audit board, which will be responsible for conducting the Post-Election Audit;

3.01.12.3 Provide the Jurisdiction with a copy of the official Election results.

3.01.12.4 Conduct a recount, if required by the Code.

**3.01.13 Recordkeeping**

3.01.13.1 Store Election records in accordance with the Code, including but not limited to, all voted and unvoted ballots, voter affidavits, and Election canvass and results reports.

**3.01.14 Call and Notice.** Publish all Election notices required by the Code. Publication of Election notices by the County Clerk shall satisfy the Jurisdiction's publication requirements set forth in C.R.S. § 1-5-205.

**3.02 No Expansion of Duties.** Nothing contained in this Agreement is intended to expand the duties of the County Clerk beyond those set forth in the Code.

**ARTICLE IV  
DUTIES OF THE JURISDICTION**

**4.01 Jurisdiction Duties.** The Jurisdiction shall perform the following duties in connection with the Election, in conformance with, and as required by, the Code.

**4.01.1 Authority.** Provide the County Liaison with a copy of the ordinance or resolution (a) stating that the Jurisdiction has adopted the Uniform Election Code of 1992 and that the Jurisdiction will participate in the Election in accordance with the terms and conditions of this Agreement; and (b) authorizing the presiding officer of the Jurisdiction or other designated person to execute this Agreement. The Jurisdiction shall email the ordinance or resolution and a copy of the executed Agreement to [logistics@jeffco.us](mailto:logistics@jeffco.us) by August 28, 2018.

**4.01.2 Maps and Legal Descriptions.** If there are any changes in the boundaries of the Jurisdiction after January 1, 2018, furnish the County Liaison with the Jurisdiction's shapefiles (point to point geometry using points, lines and area features to define the Jurisdiction's boundaries), or updated address library files including each precinct, district/ward and the voting jurisdiction no later than August 20, 2018.

**4.01.3 Petitions, Preparation and Verification.** Perform all responsibilities required to certify any initiative petition(s) to the ballot.

#### **4.01.4 Ballot Preparation.**

**4.01.4.1** No later than 3:00 p.m. on September 7, 2018, the Jurisdiction shall electronically transmit the ballot certification to the County Clerk via text document (preferably Microsoft Word – **no PDF**). The ballot certification shall include all ballot titles, ballot issues or questions in the exact order they need to appear on the ballot. The ballot certification shall not be embedded in an email and shall not contain any extraordinary (unique) formatting.

Examples of extraordinary (unique) formatting not permitted in the ballot certification, include, but are not limited to:

- Text boxes
- Charts
- Spreadsheets
- Strike-outs
- Bolding
- Symbols

**4.01.4.2** If the Jurisdiction fails to submit the Ballot Certification by 3:00 p.m. on September 7<sup>th</sup>, the ballot certification may not be accepted by the County Clerk.

**4.01.4.3** If there is insufficient space to print the entire ballot text, the Jurisdiction may be required to amend and re-submit the ballot certification. Additional costs may incur if the ballot text is excessive.

**4.01.4.4** The Jurisdiction shall inform all candidates for municipal office that they are required to call the Alternate County Liaison at (303) 271-8115 between the dates of August 29, 2018, and 3:00 p.m. on September 7, 2018 in order to provide the Alternate County Liaison with (a) the proper pronunciation of their name, the title of the office that the candidate is running for, and the jurisdiction that this office is part of.

**4.01.4.5** The Jurisdiction shall be responsible for the legality of their certified ballot content.

**4.01.4.6** The Jurisdiction shall be responsible for proofing the layout and text of any official ballot before approving the printing of such ballot. The District Liaison shall send approval of the official ballot via electronic transmission to the County Clerk as set forth in the Notice section below. Once approved, the ballot content cannot be changed. The deadline to return the approval will be included in the instructions sent to the Jurisdiction requesting approval of the official ballot.

**4.01.5 Election Preparation.** At the Jurisdiction's discretion, the Jurisdiction may designate an individual to represent the Jurisdiction at the LAT, Post-Election Audit and the Election canvass. The Jurisdiction's representative must be an eligible elector residing in Jefferson County.

**4.01.5.1 LAT Notice.** If the Jurisdiction decides to participate in the LAT, the Jurisdiction shall submit the name of the Jurisdiction's representative in writing to the County Clerk on or before 5:00 p.m. September 24, 2018.

**4.01.5.2 Post-Election Audit.** If the Jurisdiction decides to participate in the Post-Election Audit, the Jurisdiction shall submit the name of the Jurisdiction's representative to the County Clerk on or before 5:00 p.m. on October 22, 2018.

**4.01.5.3 Canvass Notice.** If the Jurisdiction decides to participate in the canvass, the Jurisdiction shall submit the name of the Jurisdiction's representative to the County Clerk on or before 5:00 p.m. on October 22, 2018.

**4.01.5.4 No Participation Notice.** If the Jurisdiction chooses not to participate in the LAT, the Post-Election Audit or the Election canvass, the Jurisdiction shall notify the County Clerk in writing no later than 5:00 p.m. September 24, 2018. Such notice shall contain a statement authorizing the County Clerk to act on the behalf of the Jurisdiction in order to conduct all or some of the following election preparation duties, as appropriate:

LAT  
Post-Election Audit  
Election canvass

**4.01.5.5 No Response.** In the event the County Clerk does not receive notification from the Jurisdiction regarding its decision relating to LAT, the Post-Election Audit or the Election canvass, then the County Clerk shall deem the failure to notify to be a decision by the Jurisdiction to not participate in the LAT, the Post-Election Audit or the Election canvass. As such, the County Clerk will act on behalf of the Jurisdiction to conduct such responsibilities, as applicable.

**4.01.5.6 Failure to Attend the LAT, the Post-Election Audit or the Election Canvass.** In the event the Jurisdiction elects to send a representative to any of the LAT, the Post-Election Audit or the Election canvass, but the Jurisdiction's representative fails to attend, then the County Clerk will act on behalf of the Jurisdiction to conduct such responsibilities, as applicable.

**4.01.6 Ballot Boxes.**

**4.01.6.1** The Jurisdiction shall ensure that the County Clerk has access to all Ballot Boxes located within the Jurisdiction to enable the County Clerk to collect ballots as required by the Code.

**4.01.6.2** The Jurisdiction shall ensure that all Ballot Boxes located within the Jurisdiction are available to voters 24 hours per day (12AM to 11:59PM) beginning no later than twenty-two days before the Election through the end of Election Day.

**4.01.7 Use and Confidentiality of Voter Records.** The Jurisdiction shall be responsible for ensuring that any voter records received by the Jurisdiction are used for the sole purpose of conducting the Election in accordance with the Code. The Jurisdiction shall ensure that all voter records are maintained in accordance with the requirements of the Code, including, without limitation, the Colorado Open Records Act, C.R.S. §§24-72-200.1, *et. seq.*

**4.01.8 Compliance with Deadlines.** A schedule of Election-related dates and deadlines will be provided to the Jurisdiction by the County Liaison, and the Jurisdiction shall comply with the deadlines provided.

**4.02 Cancellation of Elections for Office and Withdrawal of Ballot Issues or Ballot Questions by the Jurisdiction.**

- 4.02.1** The Jurisdiction may cancel an election of persons to office or withdraw a ballot issue or ballot question only as permitted by the Code.
- 4.02.2** If the Jurisdiction resolves to cancel an election of persons to office or withdraw a ballot issue or ballot question, then the Jurisdiction shall provide the County Liaison with written notice of such determination immediately.
- 4.02.3** If the Jurisdiction resolves to cancel an election of persons to office or withdraw a ballot issue or ballot question, the Jurisdiction shall pay the County Clerk its actual costs incurred in connection with the cancelled election or withdrawn ballot issue or question, which may include costs incurred both before and after receipt of the Jurisdiction's notice of cancellation, within 30 days after cancellation. Any cancellations or withdrawals by the Jurisdiction after the ballot certification will result in additional costs that the Jurisdiction will be responsible for.
- 4.02.4** If the Jurisdiction resolves to cancel an election of persons to office or withdraw a ballot issue or ballot question, the Jurisdiction shall provide public notice by publication of such cancellation or withdrawal as required by the Code. A copy of such notice must be posted in the Jurisdiction's offices and in the office of the County Clerk, and the Jurisdiction must notify any affected candidates that their election to office was canceled and that they were elected by acclamation.

**ARTICLE V  
COSTS**

**5.01 Shared Election Costs.** The Jurisdiction shall reimburse the County Clerk for the Jurisdiction's pro-rated share of the Shared Election Costs. The Jurisdiction's pro-rated share of the Shared Election Costs shall be calculated in accordance with the formula set forth in Exhibit A attached to, and incorporated into, this Agreement. If the Jurisdiction's pro-rated share of the Shared Election Costs does not exceed \$1,000, then the Jurisdiction shall reimburse the County Clerk in the amount of \$1,000.

**5.02 Invoice.** The County Clerk shall submit to the Jurisdiction an invoice for the Jurisdiction's pro-rated share of the Shared Election Costs, and the Jurisdiction shall remit to the County Clerk the total due upon receipt. Any amount not paid within 30 days after receipt of an invoice will be subject to an interest charge of the lesser of 1.5% per month or the highest rate permitted under law.

**ARTICLE VI  
MISCELLANEOUS**

**6.01 Notice.**

**6.01.1** Unless directed otherwise, all correspondence required to be given under this Agreement shall be deemed received if given by any one of the following: (1) electronic transmission (as defined in subsection 6.01.2 below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; (2) overnight carrier service or personal delivery, when received; (3) first class mail, postage prepaid, three (3) business days after being deposited in the United States mail.

If to the County Clerk to the County Liaison:

Cody Swanson  
Jefferson County Clerk and Recorder's Office  
Elections Division  
3500 Illinois Street. Suite 1100  
Golden CO 80401  
Phone: (303) 271-8111  
Email: [logistics@jeffco.us](mailto:logistics@jeffco.us)

If to the Jurisdiction to the District Liaison:

District Liaison Name: \_\_\_\_\_  
Jurisdiction: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
Office Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

If to the Alternate District Liaison:

Alternate District Liaison Name: \_\_\_\_\_  
Jurisdiction: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
Office Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**6.01.2** The Parties agree that: (1) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (2) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (3) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. The Parties further agree that they shall not raise the transmission of a notice or communication by electronic transmission as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Agreement, the term "electronic transmission" means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts.

**6.02 Amendment.** This Agreement may not be modified or amended except in writing signed by the Parties.

**6.03 Entire Agreement.** This Agreement and its Exhibits constitute the entire agreement between the Parties as to the subject matter hereof and supersede all prior or contemporaneous agreements, proposals, negotiations, understandings, representations and all other communications, both oral and written, between the Parties.

**6.04 Indemnification.** The Parties understand and agree that liability for claims for injuries to persons or property arising out of the acts or omissions of either party is controlled and limited by the Colorado Constitution, the Colorado Governmental Immunity Act (§§ 24-10-101, et seq., C.R.S.), and the Risk Management Act (§§ 24-30-1501, et seq., C.R.S.). Each party shall be responsible for any and all claims incurred as a result of any alleged act or omission of the said party and its employees, which occurred or is alleged to have occurred during the performance of their duties within the scope of their employment, except where such acts or omissions are willful and wanton.

**6.05 Conflict of Agreement with Law, Impairment.** In the event that any provision in this Agreement conflicts with the Code, this Agreement shall be modified to conform thereto. No subsequent resolution or ordinance of the Jurisdiction shall impair the rights of the County Clerk or the Jurisdiction without the consent of the other Party.

**6.06 Time of Essence.** Time is of the essence in the performance of this Agreement. Any deadlines or other time limits set forth in the Code shall apply to completion of the tasks required by this Agreement.

**6.07 No Third-Party Beneficiaries.** Enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other person or entity not a party to this Agreement.

**6.08 Further Assurances.** The Parties shall execute any other documents and to take any other action necessary to carry out the intent of this Agreement.

**6.09 Governing Law; Jurisdiction & Venue.** This Agreement and the rights of the Parties under it will be governed by, and construed in accordance with, the laws of the State of Colorado, without regard to the conflicts of laws and rules of Colorado. The courts of the State of Colorado shall have sole and exclusive jurisdiction of any disputes or litigation arising under this Agreement. Venue for any and all legal actions arising under this Agreement shall lie in the District Court in and for the County of Jefferson, State of Colorado.

**6.10 Headings.** The section headings in this Agreement are for reference only and shall not affect the interpretation or meaning of any provision of this Agreement.

**6.11 Severability.** If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, such provision shall be deemed to be severable, and all other provisions of this Agreement shall remain fully enforceable, and this Agreement shall be interpreted in all respects as if such provision were omitted.

**6.12 Immunities Preserved.** It is the intention of the Parties that this Agreement shall not be construed as a contractual waiver of any immunities or defenses provided by the Colorado Governmental Immunities Act, §24-10-101, C.R.S., et. seq.

**6.13 Execution by Counterparts; Electronic Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. Only the following two forms of electronic signatures shall be permitted to bind the Parties to this Agreement: (1) Electronic transmission of a fully executed copy of a signature page; (2) The image of the signature of an authorized signer inserted onto PDF format documents. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.

*[The remainder of this page is intentionally left blank.]*

The Parties hereto have signed this Agreement as of the date indicated below.

**JURISDICTION:**

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

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

**JURISDICTION LEGAL COUNSEL - OPTIONAL**

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

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY CLERK:**

CLERK AND RECORDER FOR THE  
COUNTY OF JEFFERSON  
STATE OF COLORADO

By: \_\_\_\_\_  
Faye Griffin, Jefferson County Clerk & Recorder

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Assistant County Attorney



## EXHIBIT A

### CALCULATION OF ELECTION COSTS FOR A JURISDICTION

- 1) Each ballot style is comprised of different combinations of jurisdictions on the ballot. For example Ballot Style 1 might include the County and State only, Ballot Style 2 might include the County, the State and the Jurisdiction.
- 2) The County Clerk first determines the total number of voters for each ballot style by utilizing a computer program after ballot information is entered into its system. Then, the total number of voters for each jurisdiction by ballot style is determined by taking the total number of voters for each ballot style and dividing this number by the number of jurisdictions participating in such ballot style. Using the scenario in number 1 above, if Ballot Style 2 had 99 voters, then each jurisdiction would be allocated 33 voters because three jurisdictions share that ballot style (99 divided by 3 = 33).
- 3) The total number of voters a jurisdiction is allocated pursuant to the formula in number 2 above is then divided by the total number of registered voters in the County. Using the example set forth above for Ballot Style 2, each jurisdiction is allocated 33 voters. Thus, 33 is divided by the total number of registered voters to determine the percentage for which each jurisdiction is responsible in connection with Ballot Style 2. For example, if the total number of registered voters was 10,000, then each jurisdiction would be responsible for .33% for Ballot Style 2 (33 divided by 10,000 = .0033 or .33%).
- 4) After all ballot styles are tallied, the percentages for the ballot styles for each jurisdiction are added together to get that jurisdiction's grand total percentage. For example, if the Jurisdiction was included in three ballot styles and the Jurisdiction's resulting percentages for the three ballot styles was 0.6%, 0.25%, and 3.5%, the sum of these percentages for the three ballot styles would result in a grand total of 4.35% ( $0.6 + 0.25 + 3.5 = 4.35\%$ ).
- 5) The resulting percentage grand total described in the formula in number 4 above is then used to determine a jurisdiction's total cost for the election. For example, if the Jurisdiction's grand total percentage was 4.35% and the total cost of the election was \$200,000, then the Jurisdiction would owe \$8,700.00 (\$200,000 multiplied by .0435 = \$8,700.00).

There is a \$1,000 minimum charge, so no jurisdiction will be charged less than \$1,000. All numbers used above are for illustration only. The Jurisdiction shall not assume the above examples reflect its actual or estimated cost for the Election. See also sample chart below for further illustration.

[YEAR] [ELECTION TITLE]  
[JURISDICTION]

STYLE NUMBER	NUMBER OF VOTERS	DIVIDED BY THE NUMBER OF JURISDICTIONS	TOTAL VOTERS PER JURISDICTION	DIVIDED BY TOTAL NUMBER OF BALLOTS ISSUED	PERCENTAGE PER JURISDICTION
TOTAL				(000,000)	


TOTAL PERCENTAGE FOR [JURISDICTION]

**REQUEST FOR CITY COUNCIL ACTION****TITLE: COUNCIL BILL NO. 24-2018 – AN ORDINANCE EXTINGUISHING ANY RIGHTS OR INTEREST HELD BY THE CITY IN A SLOPE EASEMENT PE-55A ASSOCIATED WITH TAFT COURT, A PUBLIC ROADWAY**

☒ PUBLIC HEARING  
☐ BIDS/MOTIONS  
☐ RESOLUTIONS

☐ ORDINANCES FOR 1<sup>ST</sup> READING (08/13/2018)  
☒ ORDINANCES FOR 2<sup>ND</sup> READING (08/27/2018)

QUASI-JUDICIAL:

☐ YES☒ NO  
Director of Public Works  
City Manager**ISSUE:**

The City of Wheat Ridge holds in trust for the public a slope easement designated PE-55A (“Easement”) along the easterly side of Taft Court for the purpose of maintaining a roadway embankment. A landowner wishes to develop the area of land lying east of Taft Court that includes the embankment currently encumbered by the Easement. To allow development of the land the Easement must be extinguished.

**PRIOR ACTION:**

The Easement reassignment from RTD to the City of Wheat Ridge was accepted by the Mayor on July 23, 2018.

**FINANCIAL IMPACT:**

None. Extinguishment of the Easement will benefit the City by removing the responsibility of embankment maintenance.

**BACKGROUND:**

On July 23, 2011 the City of Wheat Ridge and RTD entered into an Intergovernmental Agreement (IGA) for the Gold Line (currently referred to as the “G-Line”) Commuter Railway project. Section 6.2 of the IGA states that RTD will design and construct Taft Court as part of the

Ward Road Station access and street grid system. During the design process it was determined that due to elevation differences between the proposed improvements for Taft Court and the adjacent property to the east, an embankment needed to be constructed along the easterly side of Taft Court to support the roadway. Because the embankment would encroach onto a strip of privately-owned land lying along the east side of Taft Court, an easement was acquired from the underlying landowner.

On December 12, 2012 RTD acquired a slope easement designated PE-55A (Easement) from the underlying landowner to allow for construction of the Taft Court embankment by the RTD contractor. The new owner of the underlying land now wishes to develop the land within the Easement area, and during the course of development will be importing sufficient fill material to the site to effectively eliminate the embankment and the need of the Easement. It is recommended that the Easement be extinguished by the City in order to allow the owner to fully develop their property.

**RECOMMENDATION:**

Staff recommends approval of the attached ordinance vacating the Easement.

**RECOMMENDED MOTION:**

“I move to approve Council Bill No. 24-2018, an ordinance extinguishing any rights or interest held by the City in a Slope Easement PE-55A associated with Taft Court, on second reading, and that it take effect 15 days after final publication.”

Or,

“I move to postpone indefinitely Council Bill No. 24-2018, an ordinance extinguishing any rights or interest held by the City in a slope easement PE-55A associated with Taft Court for the following reason(s) \_\_\_\_\_.

**REPORT PREPARED/REVIEWED BY:**

Mark Westberg, Projects Supervisor

Scott Brink, Public Works Director

Patrick Goff, City Manager

**ATTACHMENTS:**

1. Council Bill No. 24-2018
2. Exhibit A
3. Reference Map

**CITY OF WHEAT RIDGE, COLORADO**  
**INTRODUCED BY COUNCIL MEMBER DURAN**  
**COUNCIL BILL NO. 24**  
**ORDINANCE NO. \_\_\_\_\_**  
**Series 2018**

**TITLE: AN ORDINANCE EXTINGUISHING ANY RIGHTS OR INTEREST HELD BY THE CITY IN A SLOPE EASEMENT ASSOCIATED WITH TAFT COURT, A PUBLIC ROADWAY**

**WHEREAS**, the City of Wheat Ridge holds a slope easement designated PE-55A along the easterly side of Taft Court in trust for the public; and

**WHEREAS**, a landowner wishes to develop the area of land lying immediately east of Taft Court, said land being encumbered by Slope Easement PE-55A; and

**WHEREAS**, upon development of the land lying immediately east of Taft Court, sufficient fill material will be imported to the site so as to negate the original purpose for Slope Easement PE-55A; and

**WHEREAS**, pursuant to the authority granted by C.R.S. §§ 31-15-702(1)(a)(I) and 43-2-301 et seq., the Council of the City of Wheat Ridge, Colorado, has determined that the nature and extent of the public use and the public interest to be served is such as to warrant the removal and extinguishment of the slope easement; and

**WHEREAS**, the Slope Easement PE-55A to be extinguished and which is the subject of this ordinance is more fully described on **Exhibit A** attached hereto and fully incorporated herein by this reference.

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

**Section 1. Extinguishment.** To the extent of any City rights or interest therein, Slope Easement PE-55A is hereby removed, terminated, and extinguished, the same being no longer required for public use and the public interest will be served by such removal and extinguishment, as more particularly described on the attached **Exhibit A**.

**Section 2. 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 3. Recording.** This Ordinance shall be filed for record with the office of the Jefferson County Clerk and Recorder.

**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 7 to 0 on this 13<sup>th</sup> day of August, 2018, 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 August 27, 2018 at 7:00 p.m., in the Council Chambers, 7500 West 29<sup>th</sup> Avenue, Wheat Ridge, Colorado.

**READ, ADOPTED AND ORDERED PUBLISHED** on second and final reading by a vote of \_\_\_\_ to \_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2018.

SIGNED by the Mayor on this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Bud Starker, Mayor

ATTEST:

\_\_\_\_\_  
Janelle Shaver, City Clerk

Approved as to Form

\_\_\_\_\_  
Gerald E. Dahl, City Attorney

First Publication: August 16, 2018

Second Publication:

Wheat Ridge Transcript

Effective Date:

Published:

Wheat Ridge Transcript and [www.ci.wheatridge.co.us](http://www.ci.wheatridge.co.us)

**EXHIBIT "A"**  
**PERMANENT EASEMENT NO. PE-55A**  
**Date: April 30, 2018**  
**DESCRIPTION**

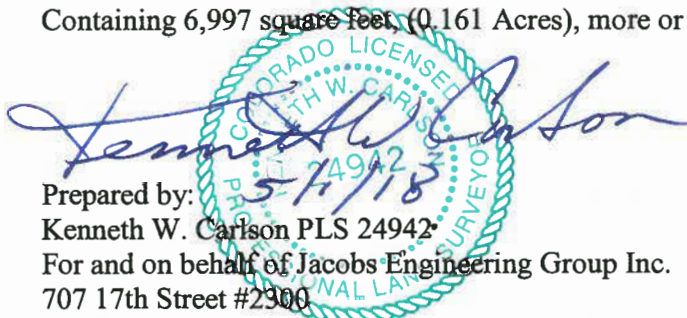
Parcel No. PE-55A of the RTD Gold Line Corridor Commuter Rail Project, being a portion of Lots 17 through 24 inclusive, HANCE'S SUBDIVISION recorded July 20, 1953 in the Jefferson County Clerk and Recorder's Office, located in the Southeast Quarter of Section 17, Township 3 South, Range 69 West of the Sixth Principal Meridian, City of Wheat Ridge, Jefferson County, Colorado, being more particularly described as follows:

COMMENCING at the Southeast Sixteenth Corner of said Section 17 (a found 3"aluminum cap in range box stamped "SURVEY MARKER MERRICK LAND COR SE 1/16 SEC17"), WHENCE the South Sixteenth Corner of said Section 17 and Section 16 of said township and range (a found 3"aluminum cap stamped "SURVEY MARKER MERRICK LAND COR S1/16 SEC17/16") bears N89°27'32"E a distance of 1323.26 feet (basis of bearing – assumed);  
THENCE N26°18'05"E a distance of 596.22 feet to the westerly line of said Lot 24, and the POINT OF BEGINNING;

THENCE N00°01'24"E coincident with the westerly line of said HANCE'S SUBDIVISION a distance of 759.55 feet;  
THENCE N89°30'24"E coincident with the northerly line of said Lot 17 a distance of 15.00 feet;  
THENCE S00°01'24"W coincident with a line 15.00 feet easterly of and parallel with said westerly line a distance of 320.00 feet;  
THENCE N89°58'36"W a distance of 10.00 feet;  
THENCE S00°01'24"W coincident with a line 5.00 feet easterly of and parallel with said westerly line a distance of 439.68 feet;  
THENCE N89°59'38"W a distance of 5.00 feet to the POINT OF BEGINNING.

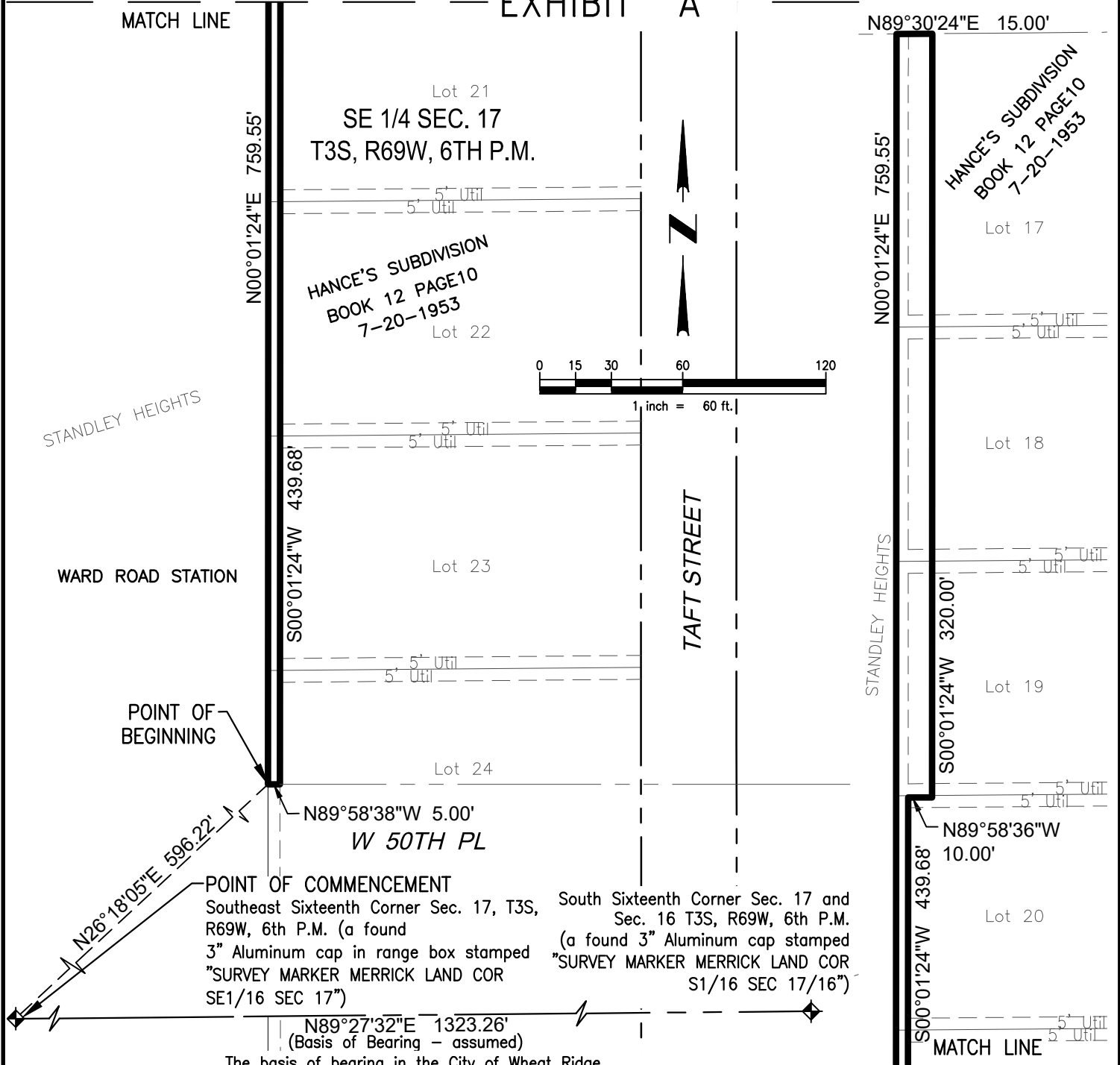
Containing 6,997 square feet (0.161 Acres), more or less.

Prepared by:  
Kenneth W. Carlson PLS 24942  
For and on behalf of Jacobs Engineering Group Inc.  
707 17th Street #2300  
Denver, CO 80202



The basis of bearing in the City of Wheat Ridge coordinate system is N89°08'13"E a distance of 1323.26 feet.


# EXHIBIT "A"



The basis of bearing in the City of Wheat Ridge coordinate system is N89°08'13"E a distance of 1323.26 feet.

This exhibit does not represent a monumented survey and is intended only to depict the attached property description.

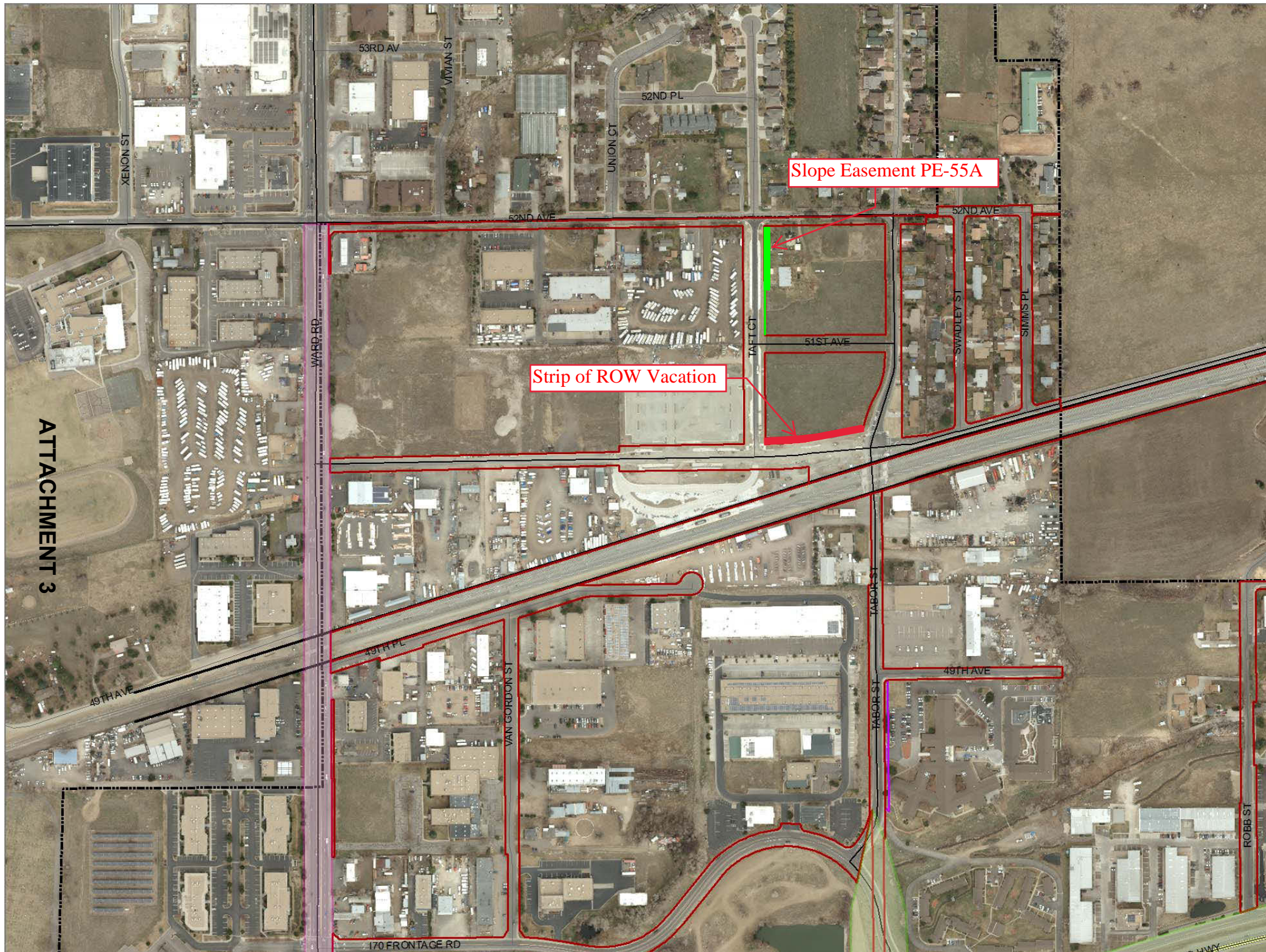
**PARCEL**  
AREA = 6,997 SQ. FT.  
0.161 ACRES ±

JACOBS ENG. PROJECT NO.				WVXV7416		
CLIENT PROJECT NO.				072120		
REVISION DESCRIPTION				-		
DRAWN		DAM	DATE	11-17-2017	SCALE	1"=60'
<div><p>707 17th Street, Suite 2400, Denver CO 80202 (303) 820-5240 Fax (303) 820-4842</p><p>THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY JACOBS ENGINEERING GROUP FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF JACOBS ENGINEERING GROUP SHALL BE AT THE SOLE RISK OF THE USER</p></div>						

<b>RTD Gold Line Corridor Commuter Rail</b> <b>Wheat Ridge, Jefferson County, Colorado</b> <b>SE1/4 Section 17, T3S R69W, 6th P.M.</b>		
TITLE: Parcel No. PE-55A		
REVISION:	DRAWING NO. PE-55A.DWG	SHEET NO. 1 OF 1



ATTACHMENT 3







**REQUEST FOR CITY COUNCIL ACTION****TITLE: COUNCIL BILL NO. 25-2018 – AN ORDINANCE VACATING ANY INTEREST HELD BY THE CITY IN A PORTION OF RIDGE ROAD, A PUBLIC ROADWAY**

- ☒ PUBLIC HEARING  
☐ BIDS/MOTIONS  
☐ RESOLUTIONS

- ☐ ORDINANCES FOR 1<sup>ST</sup> READING (08/13/2018)  
☒ ORDINANCES FOR 2<sup>ND</sup> READING (08/27/2018)

QUASI-JUDICIAL:

☐ YES☒ NO  
Director of Public Works  
City Manager**ISSUE:**

The City of Wheat Ridge holds rights-of-way in trust for the public. The Ridge Road right-of-way (ROW), acquired by the Regional Transportation District (RTD) and recently conveyed to the City, is excessively wide between Taft Court and Tabor Street. The recently constructed street, which meets the current street standards, can be accommodated within a narrower ROW width. A strip of ROW approximately 20 feet in width, along the north side of Ridge Road between Taft Court and Tabor Street, has been deemed to be excessive and unnecessary by Public Works.

**PRIOR ACTION:**

A Quit Claim Deed from RTD to the City of Wheat Ridge was accepted by the Mayor on July 23, 2018.

**FINANCIAL IMPACT:**

None. The ROW is currently owned and maintained by the City of Wheat Ridge.

**BACKGROUND:**

On July 23, 2011 the City of Wheat Ridge and RTD entered into an Intergovernmental Agreement (IGA) for the Gold Line (currently referred to as the “G-Line”) Commuter Railway project. Section 6.2 of the IGA states that RTD will design and construct W. 50<sup>th</sup> Place (now

renamed to Ridge Road) between Taft Court and Tabor Street as part of the Ward Road Station access and street grid system. The IGA between the City and RTD states the City agrees to take ownership of the improvements associated with the Station once constructed, which includes the public ROW acquired to construct and maintain said improvements.

RTD acquired ROW to construct this new segment of Ridge. In addition to the ROW needed for the street improvements, RTD chose to acquire additional ROW instead of temporary construction easement to allow the construction of street improvements. With the completion of the construction of the street improvements along Ridge Road, it has been determined that the amount of ROW is excessive. A strip of ROW approximately 20 feet in width along the north side of Ridge Road, between Taft Court and Tabor Street, could be vacated and returned back to the adjacent landowner without any adverse impact to the City.

**RECOMMENDATION:**

Staff recommends approval of the attached ordinance vacating the ROW.

**RECOMMENDED MOTION:**

“I move to approve Council Bill No. 25-2018, an ordinance vacating any interest held by the City in a portion of Ridge Road, on second reading, and that it take effect 15 days after final publication.”

Or,

“I move to postpone indefinitely Council Bill No. 25-2018, an ordinance vacating any interest held by the City in a portion of Ridge Road for the following reason(s) \_\_\_\_\_.”

**REPORT PREPARED/REVIEWED BY:**

Mark Westberg, Projects Supervisor  
Scott Brink, Public Works Director  
Patrick Goff, City Manager

**ATTACHMENTS:**

1. Council Bill No. 25-2018
2. Exhibit A
3. Area Map

**CITY OF WHEAT RIDGE, COLORADO  
INTRODUCED BY COUNCIL MEMBER POND  
COUNCIL BILL NO. 25  
ORDINANCE NO. \_\_\_\_\_  
Series 2018**

**TITLE: AN ORDINANCE OF THE CITY OF WHEAT RIDGE  
VACATING ANY INTEREST HELD BY THE CITY IN A  
PORTION OF RIDGE ROAD, A PUBLIC ROADWAY**

**WHEREAS**, the City of Wheat Ridge holds public rights-of-way in trust for the public and the landowners abutting such rights-of-way; and

**WHEREAS**, Ridge Road between Tabor Street and Taft Court was recently constructed; and

**WHEREAS**, a portion of right-of-way along the northerly side of Ridge Road is unneeded for public roadway purposes; and

**WHEREAS**, pursuant to the authority granted by C.R.S. §§ 31-15-702(1)(a)(I) and 43-2-301 et seq., the Council of the City of Wheat Ridge, Colorado, has determined that the nature and extent of the public use and the public interest to be served is such as to warrant the vacation of this area; and

**WHEREAS**, the portion of the Ridge Road right-of-way to be vacated and which is the subject of this ordinance is more fully described on **Exhibit A** attached hereto and fully incorporated herein by this reference; and

**WHEREAS**, no property abutting said public roadway will be left without an established public road or private-access easement connecting said land with another established public road.

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

**Section 1. Vacation.** To the extent of any City interest therein, the following portion of the Ridge Road right-of-way is hereby vacated, the same being no longer required for public use and the public interest will be served by such vacation, as more particularly described on the attached **Exhibit A**.

**Section 2. 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 3. Recording.** This Ordinance shall be filed for record with the office of the Jefferson County Clerk and Recorder.

**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 7 to 0 on this 13<sup>th</sup> day of August, 2018, 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 August 27, 2018 at 7:00 p.m., in the Council Chambers, 7500 West 29<sup>th</sup> Avenue, Wheat Ridge, Colorado.

**READ, ADOPTED AND ORDERED PUBLISHED** on second and final reading by a vote of \_\_\_\_ to \_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2018.

SIGNED by the Mayor on this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Bud Starker, Mayor

ATTEST:

\_\_\_\_\_  
Janelle Shaver, City Clerk

Approved as to Form

\_\_\_\_\_  
Gerald E. Dahl, City Attorney

First Publication: August 16, 2018

Second Publication:

Wheat Ridge Transcript

Effective Date:

Published:

Wheat Ridge Transcript and [www.ci.wheatridge.co.us](http://www.ci.wheatridge.co.us)

# **EXHIBIT A**

## **PARCEL DESCRIPTION**

A PARCEL OF LAND SITUATED IN THE RIGHT-OF-WAY OF WEST RIDGE ROAD, BEING LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF WHEAT RIDGE, COUNTY OF JEFFERSON, STATE OF COLORADO.

**BASIS OF BEARINGS:** BASIS OF BEARINGS: THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AS MONUMENTED BY A 2" ID PIPE WITH A 3-1/4" INCH ALUMINUM CAP IN A RANGE BOX STAMPED "PLS 13212" AT THE EAST QUARTER CORNER OF SAID SECTION 17 (COWR PT NO. 12209) AND A NO. 6 REBAR WITH A 2-1/2" INCH ALUMINUM CAP IN A RANGE BOX STAMPED "PLS 27609" AT THE CENTER QUARTER CORNER OF SAID SECTION 17 (COWR PT. NO. 12109) TO BEAR SOUTH 89°11'07" WEST, A DISTANCE OF 2646.95 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

**COMMENCING** AT SAID EAST QUARTER CORNER OF SECTION 17:

THENCE S 89°11'07" W ALONG SAID NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 17 A DISTANCE OF 1058.53 FEET;

THENCE S 00°18'02" E A DISTANCE OF 789.48 FEET TO THE SOUTHWEST CORNER OF SAID HANCE'S SUBDIVISION AND THE POINT OF BEGINNING;

THENCE ALONG THE LINE COMMON OF SAID SUBDIVISION AND NORTHERLY RIGHT-OF-WAY OF WEST RIDGE ROAD THE FOLLOWING FOUR (4) COURSES:

- 1) N 89°40'56" E A DISTANCE OF 86.44 FEET;
- 2) N 84°17'24" E A DISTANCE OF 70.28 FEET;
- 3) N 84°38'08" E A DISTANCE OF 40.16 FEET;
- 4) N 79°41'52" E A DISTANCE OF 158.91 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 400.00 FEET, A DELTA ANGLE OF 4°00'44", AND AN ARC LENGTH OF 28.01 FEET, WHOSE CHORD BEARS S 09°51'42" W A DISTANCE OF 28.00 FEET;

THENCE S 83°20'19" W A DISTANCE OF 236.40 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 755.00 FEET, A DELTA ANGLE OF 5°50'12", AND AN ARC LENGTH OF 76.91 FEET, WHOSE CHORD BEARS S 86°16'13" W A DISTANCE OF 76.88 FEET TO A POINT OF TANGENCY;

THENCE S 89°16'38" W A DISTANCE OF 36.27 FEET;

THENCE N 00°18'02" W A DISTANCE OF 20.83 FEET TO THE **POINT OF BEGINNING**;

SAID DESCRIBED PARCEL CONTAINS 7,067 SQ. FT. MORE OR LESS;

ALL LINEAL DISTANCE UNITS ARE REPRESENTED IN U.S. SURVEY FEET.

## **SURVEYOR'S STATEMENT**

I, AARON ALVIN DEMO, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY STATE THAT THIS EASEMENT DESCRIPTION WAS PREPARED UNDER MY PERSONAL SUPERVISION AND CHECKING, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF, AND IN MY PROFESSIONAL OPINION, AND THAT IT IS NOT A MONUMENTED LAND SURVEY.

\_\_\_\_\_  
AARON ALVIN DEMO, PROFESSIONAL LAND SURVEYOR  
COLORADO PLS NO. 38285  
FOR AND ON BEHALF OF BASELINE ENGINEERING CORP.

**BASELINE ENGINEERING CORP.**  
4007 SOUTH LINCOLN AVE, SUITE 405  
LOVELAND, COLORADO 80537





EXHIBIT A

CENTER 1/4 CORNER SEC. 17, T3S, R69W  
FOUND NO. 6 REBAR WITH 2-1/2"  
ALUMINUM CAP MARKED "PLS 27609"  
WHEAT RIDGE NO. PT. 12109

POINT OF COMMENCEMENT  
EAST 1/4 CORNER SEC. 17, T3S, R69W,  
FOUND 2" PIPE WITH 3-1/4" ALUMINUM CAP  
MARKED "PLS 13212"  
WHEAT RIDGE PT. NO. 12209

BASIS OF BEARINGS

WEST 52ND AVENUE

1058.53'

(60' ROW)

S 89°11'07" W 2646.95'  
NORTH LINE OF THE SE 1/4 OF SEC. 17

NORTHWEST CORNER LOT 1,  
HANCE'S SUBDIVISION REPLAT NO. 1  
MODIFIED STATE PLANE  
N 713,601.47  
E 104,113.77

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 89°40'56" E	86.44'
L2	N 84°17'24" E	70.28'
L3	N 84°38'08" E	40.16'
L4	N 79°41'52" E	158.91'
L5	S 83°20'19" W	236.40'
L6	S 89°16'38" W	36.27'
L7	N 00°18'02" W	20.83'

LOT 1

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	28.01'	400.00'	4°00'44"	S 09°51'42" W	28.00'
C2	76.91'	755.00'	5°50'12"	S 86°16'13" W	76.88'

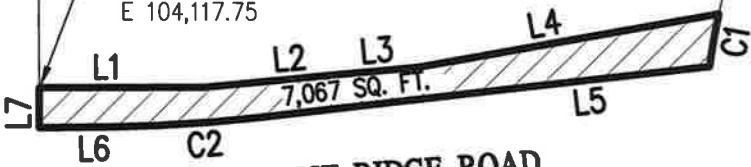
WEST 51ST AVENUE

(63' ROW)

HANCE'S SUBDIVISION  
REPLAT NO. 1  
REC. NO. 2017076231

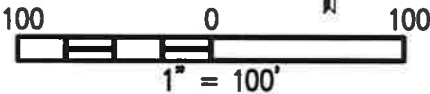
LOT 2

POINT OF BEGINNING  
SOUTHWEST CORNER LOT 2,  
HANCE'S SUBDIVISION REPLAT NO. 1  
MODIFIED STATE PLANE  
N 712,842.00  
E 104,117.75



WEST RIDGE ROAD  
(VARIES ROW)

TABOR STREET  
(ROW VARIES)



NOTE: THIS EXHIBIT DOES NOT REPRESENT A  
MONUMENTED LAND SURVEY, IT IS INTENDED ONLY  
TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

**BASELINE**

Engineering · Planning · Surveying

4007 S. LINCOLN AVENUE, SUITE 405 • LOVELAND, COLORADO 80537  
P. 970.353.7600 • F. 866.679.4864 • www.baselinencorp.com

HRE DEVELOPEMENT LLC

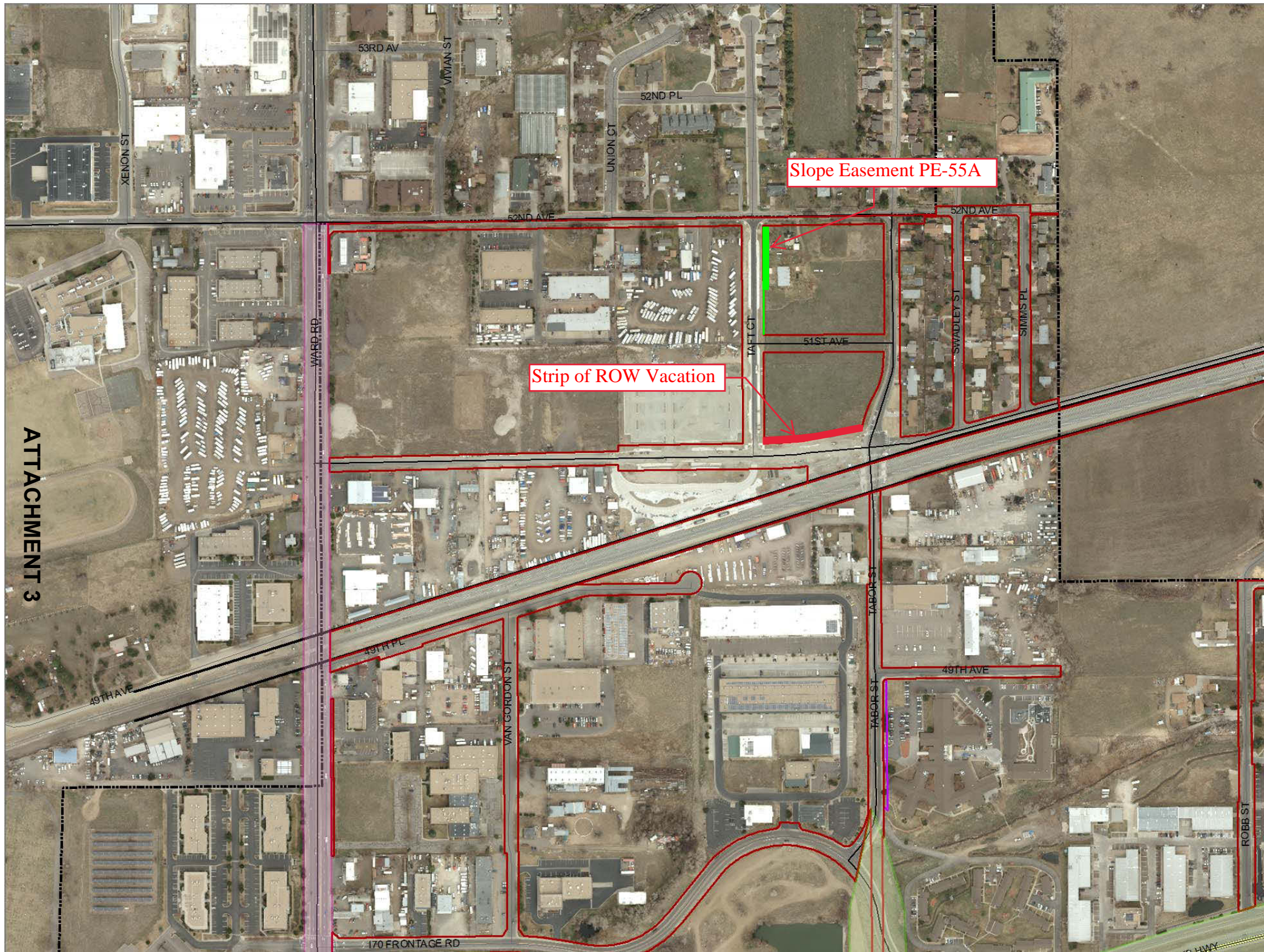
CITY OF WHEAT RIDGE

RIGHT-OF-WAY VACATION

JEFFERSON COUNTY

DESIGNED BY	DEW	INITIAL SUBMITTAL	01/12/18
DRAWING SIZE	8.5" X 14"	SURVEY FIRM	SURVEY DATE
JOB NO.	CO-3206H	DRAWING NAME	3206H-VACATION EXHIBIT.dwg
CHECKED BY	AAD	SHEET	2 OF 2









**REQUEST FOR CITY COUNCIL ACTION**

**TITLE: MOTION TO AWARD A CONTRACT AND APPROVE  
SUBSEQUENT PAYMENTS TO SHORT ELLIOT  
HENDRICKSON, INC., DENVER, CO, IN AN AMOUNT NOT  
TO EXCEED \$643,636 FOR PROFESSIONAL SERVICES FOR  
THE DESIGN OF 52<sup>ND</sup> AVENUE, RIDGE ROAD, AND TABOR  
STREET**

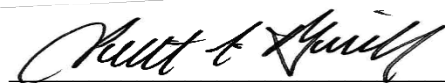
☐ PUBLIC HEARING  
☒ BIDS/MOTIONS  
☐ RESOLUTIONS

☐ ORDINANCES FOR 1<sup>ST</sup> READING  
☐ ORDINANCES FOR 2<sup>ND</sup> READING

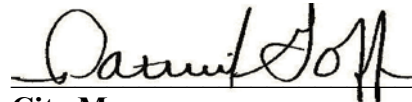
QUASI-JUDICIAL:

☐ YES

☒ NO



Director of Public Works



City Manager

**ISSUE:**

The Wheat Ridge · Ward Station planning area is one of four projects in the City's *Investing 4 the Future* bond program which is benefitting from \$12 million from the voter-approved, temporary ½-cent sales and use tax rate increase. Improvements to 52<sup>nd</sup> Avenue, Ridge Road and Tabor Street have been identified and prioritized as infrastructure projects for the station area. Professional design services are required to move forward with these projects.

Because of the complexity and magnitude of these activities, the services of an outside consulting firm are needed to provide the design for these projects and prepare the construction plans. It is expected that professional services will be needed over at least the next 2 years, depending on the timing and prioritization of the potential projects.

**PRIOR ACTION:**

Prior to the commencement of this procurement process, extensive visioning and planning has been focused on the Wheat Ridge · Ward Station planning area. Numerous Council updates and actions have occurred at various stages in these processes. Most recently, City Council was updated on April 25, 2018 on the status of the *Investing 4 the Future* program and on private developments in the area.

**FINANCIAL IMPACT:**

Professional service fees in the amount of \$643,636 are available in the Wheat Ridge · Ward Road Station 2E bond budget.

Staff is currently working with the City of Arvada and Jefferson County to prepare an Intergovernmental Agreement that establishes a cost sharing arrangement for the design and construction of W. 52<sup>nd</sup> Avenue.

**BACKGROUND:**

The following potential projects have long been identified as infrastructure priorities in the station area, and it is expected that the consultant will participate in the design of each that moves forward:

- Improvements to W. 52<sup>nd</sup> Avenue from Ward Road to the City boundary east of Simms Street including improvements to multimodal facilities and to the intersection at Ward;
- Improvements to Ridge Road from Tabor Street to the City boundary east of Simms Street including improvements to multimodal facilities;
- Improvements to Tabor Street between Ridge Road and 52<sup>nd</sup> Avenue including improvements to multimodal facilities;
- Improvements to Ridge Road between Ward Road and the station;
- A pedestrian bridge from the station over the rail lines to the south to 49<sup>th</sup> Place; and
- A linear park with multimodal facilities connecting the station and bridge to the south.

The following professional services will be required of the consultant:

1. Completion of pre-design services including topographic survey, utility verification and coordination, and geotechnical investigation;
2. Delivery of 30%, 60%, and 90% design plans including design of street, sidewalks, storm sewer, intersections, utilities, amenity zones, lighting, and landscape;
3. Preparation of construction documents, including final civil construction plans and construction phasing;
4. Assistance in bidding for construction;
5. Assistance in public outreach; and
6. Assistance in construction administration.

Accordingly, staff engaged in a formal procurement process to seek and retain a qualified firm with the ability to provide engineering design and construction documents for a range of projects, including streets, pedestrian bridges, drainage systems, and multi-modal infrastructure.

The firm Short Elliot Hendrickson, Inc. (SEH) was selected by the City's established procurement process to perform the required professional services. The process included review by a six (6) person evaluation committee of Request for Qualifications (RFQs) submitted by ten (10) 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 first three task orders.

1. Task Order #1 – 52<sup>nd</sup> Avenue
2. Task Order #2 – Ridge Road (from Tabor Street to the City boundary east of Simms Street)
3. Task Order #3 – Tabor Street

Staff has spent the past several weeks negotiating specific tasks and services with SEH, including fees, for the three projects. Provided in Attachments 1, 2, and 3 are the Scopes of Work for each project, 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. Additional task orders, including the expected tasks and estimated fees will be negotiated and brought back to Council for approval as additional projects are prioritized to be designed and constructed.

**RECOMMENDATIONS:**

The consultant selection, based on qualifications, project 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 SEH as specific task orders. Staff recommends award of the Design Consultant Contract to SEH.

**RECOMMENDED MOTION:**

"I move to award a contract and approve subsequent payments to Short Elliot Hendrickson, Inc., Denver, CO, in an amount not to exceed \$643,636 for professional services for the design of 52<sup>nd</sup> Avenue, Ridge Road, and Tabor Street."

Or,

"I move to deny the award of a contract and subsequent payments to Short Elliot Hendrickson, Inc., Denver, CO, in an amount not to exceed \$643,636 for professional services for the design of 52<sup>nd</sup> Avenue, Ridge Road, and Tabor Street for the following reason(s)

\_\_\_\_\_."

**REPORT PREPARED/REVIEWED BY:**

Mark Westberg, Project Manager

Lauren Mikulak, Planning Manager

Steve Nguyen, Engineering Division Manager

Scott Brink, Director of Public Works

Jennifer Nellis, Purchasing Agent

Patrick Goff, City Manager

**ATTACHMENTS:**

1. Task Order #1 – 52<sup>nd</sup> Avenue scope and fee
2. Task Order #2 – Ridge Road scope and fee
3. Task Order #3 – Tabor Street scope and fee

August 14, 2018

RE: Proposal for Professional Services  
Ward Station Area Projects  
Task Order No. 1 – 52<sup>nd</sup> Avenue, including  
Ward Road Signal Redesign  
Wheat Ridge, Colorado

Ms. Jennifer Nellis, CPPB  
Purchasing Agent  
City of Wheat Ridge  
7500 W. 29<sup>th</sup> Avenue  
Wheat Ridge, CO 80033  
[jnellis@ci.wheatridge.co.us](mailto:jnellis@ci.wheatridge.co.us)

Dear Ms. Nellis:

Please find enclosed SEH's proposal for Task Order No. 1 – 52<sup>nd</sup> Avenue, including Ward Road signal redesign.

## PROJECT UNDERSTANDING

It is understood that the City intends to reconstruct 52<sup>nd</sup> Avenue, from Ward Road to the City boundary east of Simms, including signal redesign at Ward Road.

This task order will include design related services and construction documents prepared as a stand-alone project. Pre-design services are assumed to be conducted in conjunction with providing pre-design services for two additional task orders (reconstruction of Tabor Street, from 52<sup>nd</sup> Avenue to Ridge Road, and reconstruction of Ridge Road, from Tabor Street to the City's limits east of Simms Place) that are assumed to be undertaken simultaneously. SEH's understanding of the task order scope is based on the following information:

- Wheat Ridge – Ward Station Area projects RFQ and subsequently issued addendums 1, 2 and 3.
- Ward TOD Map, and a preliminary street cross-section exhibit provided by the City, 7/22/18.
- Scope review meeting between SEH and the City, 7/30/18, and subsequent direction.

## **SCOPE OF SERVICES**

### **Project Management**

1. Project management, scheduling, planning, administration
  - Provide City with a Project Schedule
  - Monthly invoicing to include project progress summary and next steps.
  - Prepare a contract work plan with performance measures and quality management plan to include all tasks
2. Kick off meeting - SEH to prepare agenda and minutes. SEH PM and key Design Leads to attend at the City.
3. Progress meetings – Assume bi-weekly conference calls with City in conjunction with other task orders.
  - SEH to prepare agenda and minutes. PM and Design Leads to attend as appropriate to participate. Assume 10 concurrent meetings.
  - Participate in periodic team meetings at the City with staff and other consultants. Periodically, meetings will be held at SEH, per the City's request. Assume one concurrent per month, for 15 months. Meetings will be split between the 3 task orders.

### **Pre-Design Services**

1. Existing Information Review
  - Assemble and review existing plans, studies and reports from City and CDOT related to the Ward Road intersection and recently constructed Taft Court.
2. Right-of-Entry
  - SEH to obtain Right of Entry for CDOT ROW access for work in Ward Road.
  - Assume SEH to obtain Right of Entry for parcels adjacent to 52<sup>nd</sup> Avenue.
  - Assume SEH Right of Entry for City of Arvada and Jefferson County ROW is to be provided by the City via IGA agreements.
  - Assume City to provide for Right of Entry for survey of parcels on which ROW to be acquired.
3. Survey
  - Establish Control to City Datum
  - Topo Surveying - Includes survey of topography to establish design level contours, OH utility lines, surface features, inlet/MH rims and inverts, below ground utility locate paint/flags, ex. monumentation, property pins for adjacent parcels. Assume Survey will not include BNSF or RTD right of way.
    - i. Approximate Limits:
      1. 100' W, S & N of 52<sup>nd</sup> and Ward intersection
      2. ROW-to-ROW, plus 20' into adjacent properties and driveways along 52<sup>nd</sup>
      3. 50' up/down side streets.

- ii. Manholes and inlets rim and inverts upstream and downstream on intersecting streets
  - iii. Located utility markings
  - Mapping – SEH to obtain ex. ROW, ex. easements, adjacent parcel plats, ownership from County assessor.
  - SEH will also field survey geotech bores, and utility pothole locations for depiction on the construction plans.
- 4. Utility Identification and Verification
  - Provide Subsurface Utility Engineering (SUE) investigations consistent with ASCE 38 standards, in compliance with SB 167, including the following:
    - i. Request and review key maps from each utility owner (QL D)
    - ii. Survey of surface utility features will be provided during topographic survey (QL D)
    - iii. Subcontract a private utility designator with experience in provide ASCE 38 compliant data. It is estimated that approximately 9000 LF of underground utilities will need to be designated in this corridor. (QL B)
    - iv. Subcontract a firm that provides utility test holes. It is anticipated that approximately 30 test holes will be required for this corridor. Assume permanent restoration of the street pavement is not required.
  - Assume Scope of work to be consistent with the recent legislative requirements established in SB 167. Please refer to supplemental information overview of SB 167 requirements as it relates to Utility verification.
- 5. Utility Relocation Coordination
  - Conduct approximately two (2) meetings with each of 13 utility owners. An initial meeting will be held at the City with the identified dry utility providers, and another with the identified wet utility providers, to confirm existing facilities, easements and coordinate relocation design, cost, and timing. Follow up meetings with each provider, as needed, may be held in the field, in the office, or over phone/email. Meeting admin will include agenda and minutes. Utility companies that may have facilities within the 52th Avenue area include:
    - i. Electric: Xcel Energy
    - ii. Gas: Xcel Energy distribution and high pressure gas transmission
    - iii. Communications: CDOT, CenturyLink, Comcast, Sprint(MCI), City of Wheat Ridge
    - iv. Water and sanitary: City of Arvada, Denver Water, Fruitdale Sanitation District, North Table Mountain W&S, Valley Water District
  - Assume existing utility relocation design to be provided by Utility providers.
- 6. Geotechnical Investigation and Report
  - Obtain UNCC locates, and conduct 10 subsurface explorations (bores), spaced 250 feet apart, to 5-10 foot depth. Alternate bores between existing pavement and widened areas, where possible. Alternate lanes where possible.



- Of bores conducted, 1/2 will be cored and reviewed for existing pavement depth.
  - i. Assume bores to be within existing right-of-way.
  - ii. Assume no repair/replacement/reset of existing landscaping or fencing to conduct soil bores.
- Conduct soil classification and laboratory testing: To include: natural water content, unit weight, grain size distribution, Atterberg limits, swell, R-Value (Hveem Stabilometer), and corrosion testing.
- Prepare a pavement design report, to include:
  - i. Summary of field exploration program
  - ii. Provide a general description of subsurface soil/rock conditions
  - iii. Provide field and laboratory test results, including boring logs showing soil classifications, ground water depth (if noted)
  - iv. Provide pavement analyses and recommendations for a full depth pavement section utilizing CDOT S and SX mix.
  - v. Provide recommendations for earthwork and other construction considerations
- Additional assumptions:
  - i. Any fees associated with ROW permits for the borings will be waived.
  - ii. Two days of drilling and traffic control will be necessary for the borings.
  - iii. Falling weight deflectometer testing (FWD) and pavement overlay analysis will not be provided.
  - iv. Suitable soil or rock will be encountered within the proposed drilling depths and the subsurface conditions are appropriate for hollow-stem auger drilling methods. Rock coring will not be completed.
  - v. Boreholes will be backfilled and repaired according to the ROW permit, which we anticipate will consist of backfilling the boreholes with grout and repairing the existing pavement surface with hot mix asphalt.
  - vi. Cuttings and groundwater generated during drilling are not contaminated and are non-hazardous, and will not require disposal as hazardous materials. No waste profiling of investigative derived waste will be performed.
  - vii. Groundwater monitoring wells will not be installed.
  - viii. The pavement design will be completed in accordance with AASHTO 93 design methods.
  - ix. A life cycle cost analysis of the pavement sections will not be completed as part of this project.

7. Traffic Data Collection

- Assume the City will provide all traffic data information, including 52<sup>nd</sup> and Ward intersection turning movements, accidents and timing, as well as vehicle volume counts and vehicle classification for pavement design on 52<sup>nd</sup> Avenue.

8. Title Commitments

- Assume title work is not needed.

9. Conceptual Design Report

- Provide written summary of existing conditions, supplemented by mapping.
- Provide written description of design approach for City review and concurrence.

**Design Phase Services**

1. 30% Design and Deliverables (FIR)

- Horizontal control plan
- Roadway horizontal layout
- Roadway typical sections
  - i. Assume ROW width east of Tabor to be confirmed with City. Typical section shall include two 11' travel lanes, 2.5' curb and gutter and attached 6' sidewalk. No landscaping or amenity zone is anticipated in the ROW.
  - ii. Assume ROW west of Tabor shall be generally as detailed in the typical section provided. Refer to Preliminary Landscape and Urban Design section below for additional modifications.
- Demo Plan
- Roadway plan, profile and grading
  - i. Assume due to new curb and gutter, roadway to be lowered to enable grading to tie to existing at or before ROW line.
- Concept level Hydrologic and Hydraulic analysis and Drainage Memo
  - i. Delineate the drainage basin area tributary to the project improvements using City supplied LIDAR or GIS contour mapping.
  - ii. Obtain existing off-site drain system in-flow rates from utility owners, the City's Olsson analysis, or SEH will estimate upstream system contribution to proposed storm infrastructure.
  - iii. Use a Rational Method based computer program and UDFCD spreadsheets as applicable to estimate runoff volumes and determine a preliminary storm pipe sizing and profile and inlets sized to capture and convey the Minor (5 year) event and the Major (100 year) event, per City and UDFCD criteria.
  - iv. Review City supplied Drainage Report(s) to confirm capacity of downstream storm system to accept proposed stormwater flow rates. Assume capacity of the downstream system is adequate for connection. Exclude downstream stormwater system analysis and potential upgrade

- improvements.
- v. Determine the WQCV volume, per City requirements.
- vi. Assume WQ treatment is to be provided at the City's downstream, off-site, regional pond. Assume design of these improvements, as needed, are to be addressed under a separate task order.
- vii. Prepare a Draft Drainage memo with summary of the WQCV for the City's use.
- viii. Assume no storm water retention or detention system is to be designed.
- ix. Assume no LOMR, CLOMRs, or FEMA coordination.
- x. Assume one memo/report will be prepared that covers all three task orders.
- Storm drain layout
  - i. Present preliminary storm sewer pipe alignment and inlet locations.
  - ii. Assume proposed stormwater system outfalls to existing infrastructure within the boundary of the roadway improvements.
- Ward Rd and 52nd Intersection Layout
  - i. Design in compliance with the MUTCD (FHWA, 2009), and professional engineering judgement.
  - ii. Design to include pole location, electrical service, cabinet location, crosswalk striping, lane striping, curb ramps, curb and gutter and sidewalk transitions.
  - iii. Assume no additional lanes or medians will be added.
- Ward Rd and 52nd Signal Plan
  - i. Design per CDOT standards for signals and professional engineering judgement.
  - ii. Design includes traffic signal phasing, LED street lighting, poles, mast arm and signal head placement, control boxes, conduit and wiring, controller, detector selection, and accessible pedestrian signal facilities.
- Street lighting plan – conceptual level layout of pole locations and service locations. Design assumptions include:
  - 1. OH Power on N side of road is to be relocated to the 2' grass utility zone.
  - 2. City owns and maintains the street lights. City details can be utilized.
  - 3. Existing street lights on N side of road (NW corner of Vivian and NE corner of Tabor intersections) are to be removed, and proposed lighting on S side of the street is to be spaced to replace these.
  - 4. OH street lights, pedestrian lights, electrical conduit and pull boxes to show location on S side of road.
  - 5. Refer to additional lighting and electric assumptions in the

Preliminary landscape and urban design section below.

- Utility conflict map
    - i. Preliminary conflict locations will be identified with respect to existing utilities and proposed infrastructure. This information will be used as design develops to confirm potholing needs, and further discussions on relocation with utility providers.
  - Preliminary landscape and urban design
    - i. Develop concept plan streetscape design, based on City's Streetscape Design Manual and City provided details and standards.
    - ii. Assume the private developer on the SE corner of Tabor will design and install the 8' sidewalk. Dry utilities, as needed, will go under the sidewalk.
    - iii. Assume, as a modification to the standard street cross-section provided by the City, the south side of the street will include pedestrian and overhead street lights in the 6' landscape amenity zone. The 2' buffer on the north side of the street will be hardscape (likely colored patterned concrete) treatment and contain street signs, but no street lights. The 2' grassed utility zone will house the OH power and fire hydrants, as appropriate.
    - iv. Integrate landscape and urban design.
    - v. Assume SEH team will use the City's standards for streetscape furnishings.
    - vi. Assume all trees to be irrigated.
    - vii. Assume 2' grass utility zone will be irrigated by contractor until established but have no irrigation design.
  - Opinion of construction cost
  - Prepare and submit 30% plans and estimate
  - Review meeting with Wheat Ridge
2. 60% Design and Deliverables (FOR)
- CDOT Clearance process for work within CDOT ROW:
    - i. Utility Clearances – SEH team to provide utility clearance letters and potholing as needed. (See potholing estimate in pre-design services section above)
    - ii. Environmental Clearances – Assume to be waived or conducted by CDOT.
    - iii. Materials Clearance – Assume geotech bore and report not required. CDOT BZ concrete specs should suffice.
    - iv. ROW/Survey – No ROW acquisition anticipated. Plans depicting ROW and signal pole location should suffice.
  - Cover sheet and legend
  - Summary of quantities
  - Typical sections

- Demo Plan
- Roadway plan and profile with grading
- Ward Rd and 52nd intersection layout
- 52nd and Tabor intersection layout
- Ward and 52nd signal plan and details
- Preliminary drainage and water quality report
- Storm drain plan and profile
- Utility adjustment plan and specifications
  - i. Utility Plans will depict and differentiate QL A through D for each underground utility facility. Utility owner, type, and size will be noted on plans. Notes, plan layout and test hole log will be provided.
  - ii. A portion of QL A test holes may be completed prior to 60% plans to confirm the depth and location of major utilities that are likely to be in conflict.
  - iii. Prepare draft utility project special provisions.
  - iv. Prepare draft utility clearance letters from the City of Wheat Ridge to each utility company for review and signature.
  - v. If Xcel relocation is required, will draft the Xcel Work Order request for submittal by the City.
  - vi. Prepare draft Utility Clearance packages for CDOT review and signature.
- Landscape and urban design plan and details
- Irrigation plan and details
- Striping and signing plans
- Street lighting plan
- Stormwater pollution management plan
- Construction details
- Roadway cross sections at 50 foot spacing and at intersections
- Construction phasing and traffic control
- Technical Specifications
  - i. CDOT with the City's project special provisions.
  - ii. Assume City to prepare and provide front end (Div 1, Div 2) specifications.
- Opinion of construction cost
- Prepare and submit 60% PS&E
- Review meeting with Wheat Ridge

3. Final (90%) Design and Deliverables

- Cover sheet and legend
- Summary of quantities
- Typical sections
- Demo Plan
- Roadway plan and profile

- Ward Rd and 52nd intersection layout
  - 52nd and Tabor intersection layout
  - Ward and 52nd signal plan and details
  - Final drainage and water quality report
  - Storm drain plan and profile
  - Utility adjustment plan and details
    - i. 90% Utility Plans will depict and differentiate QL A through D for each underground facility.
    - i. Remaining QL A test holes to be completed prior to 90% plans to confirm the depth and location of major utilities that are likely to be in conflict.
    - ii. Revise utility project special provisions.
    - iii. Revise utility clearance letters from the City of Wheat Ridge to each utility company for review and signature.
    - iv. If Xcel relocation is required, will revise the Xcel Work Order request for submittal by the City.
    - v. Revise Utility Clearance packages for CDOT review and signature.
  - Landscape and urban design plan and details
  - Irrigation plan
  - Striping and signing plans
  - Street lighting plan
  - Stormwater pollution management plan
  - Construction details
  - Roadway cross sections
  - Construction phasing and traffic control
  - Technical Specifications
  - Opinion of construction cost
  - Prepare and submit 90% PS&E
  - Review meeting with Wheat Ridge
4. Construction Documents
- Plan final revisions
  - Technical Specification Final Revisions
  - Finalize utility clearance letters
  - Final cost estimate
  - Prepare and submit final CD's (Assume submittal to be in PDF format and delivery of CAD files).

#### **Permitting Assistance**

1. Prepare CDOT ROW Permit for City submittal – Refer to CDOT Clearances discussion above.
2. Assume NPDES permit to be prepared by Contractor

3. Assume CDOT Permit fees to be paid by City.

#### **Bidding Assistance**

1. Prepare electronic copies of the plans for bidding.
2. Prepare responses to Bidder questions for distribution by City.
3. Prepare documents, if required, for addenda for City distribution.

#### **Public Involvement**

1. Prepare documents and exhibits to support City staff in meeting with City Council
  - Prepare illustrative plan and sections boards. Assume prepare 2 boards – one for 52<sup>nd</sup> between Ward and Tabor, one for between Tabor and Simms.
2. Prepare document and exhibits to support City staff for Public Meeting(s)
  - Prepare illustrative plan and sections boards. Assume prepare 2 boards – one for 52<sup>nd</sup> between Ward and Tabor, one for between Tabor and Simms.

#### **Construction Administration**

1. Attend preconstruction conference.
2. Prepare change orders, as needed, for City issuance
3. Prepare contractor RFI responses. (Assume 6)
4. Maintain material submittal log.
5. Review and approve shop drawings and material submittals.

#### **Project Close-Out**

1. Coordinate with City to obtain record information from field representatives.
2. Prepare record drawings. Assume drawing edits will be annotation only, not design; Assume final deliverable will be CAD files delivered to the City.

#### **ADDITIONAL OPTIONAL SERVICES**

1. Prepare illustrative perspectives Boards for City Council or Public Meetings

#### **ADDITIONAL ASSUMPTIONS AND EXCLUSIONS**

1. Right-of-way and easement appraisal and acquisition services are excluded.
2. Public Land Survey System monument upgrades are excluded.
3. LPA CDOT Standard Right-of-Way plans excluded.
4. Right-of-way and easement legal descriptions and exhibits are excluded.
5. Environmental services are excluded.
6. Structural design and plans excluded at this time. Services can be added at a later date if needed.
7. Lighting photogrammetry analysis is excluded. (City to provide as needed for pole spacing.)
8. Construction phase site visits are excluded.

9. Design of private amenity zones are excluded.

## **SCHEDULE**

The estimated period of performance is 1 month for Pre-Design Services, 6 months for Design Services, 2 months for Bidding Services, 6 months for Construction Administration Services and 1 month for Project Close-Out Services. City design review periods are anticipated to be 2 weeks. A detailed preliminary project schedule is attached for your review.

## **FEE ESTIMATE**

The attached spreadsheet details our proposed Cost Plus Fixed Fee for the scope and schedule provided. The fee estimate utilizes the negotiated contract "Cost Rates", and a Fixed Fee of 10% on labor. The total, Not-to-Exceed fee for this task is \$330,334.09. Optional services are \$3,224.96, bringing the total to \$333,559.05, should the City desire to add this scope.

Feel free to call with any questions.

Sincerely,

**Short Elliott Hendrickson Inc.**



Scott Jardine, PE, LEED AP  
Project Manager



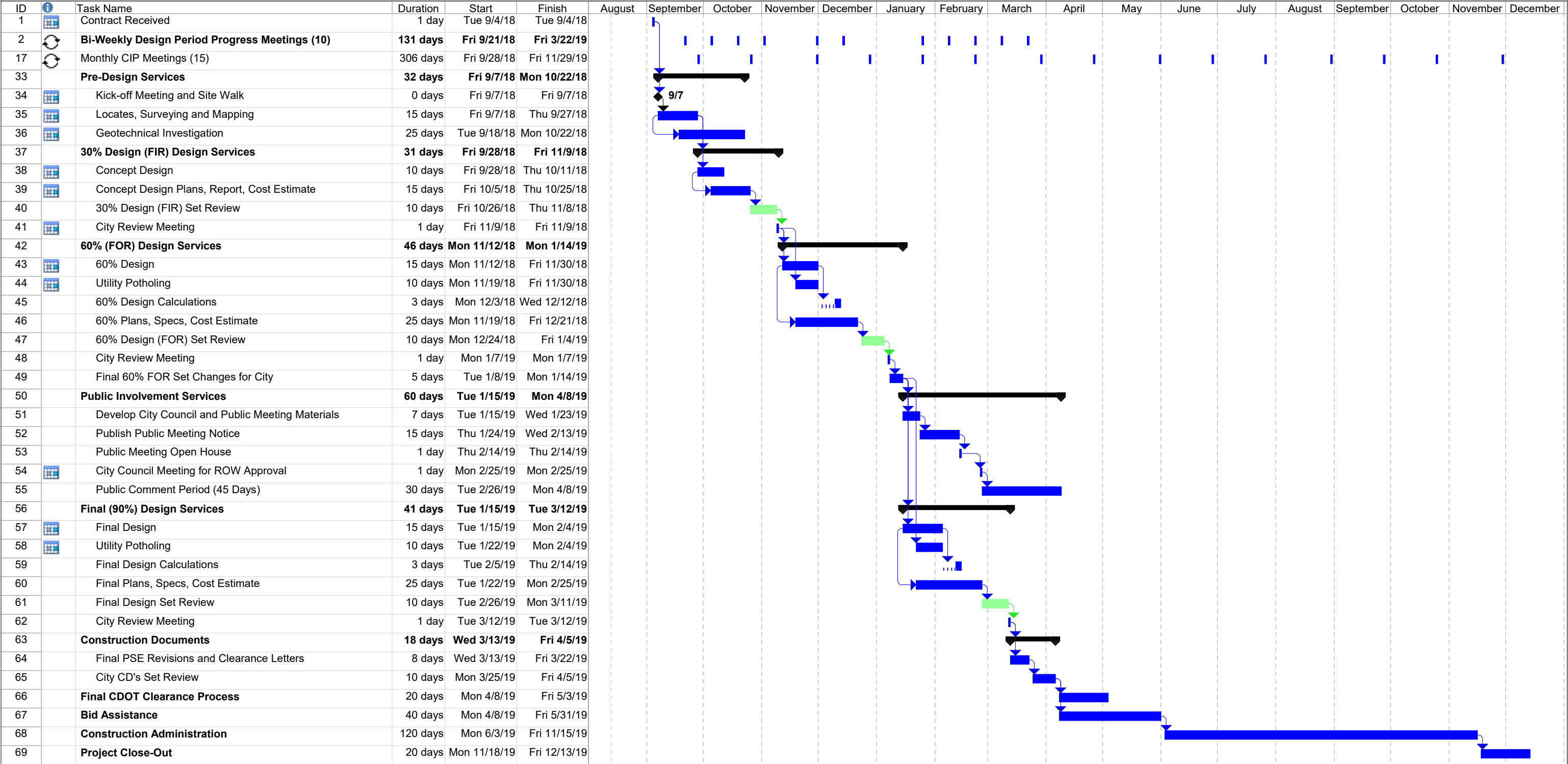
Rick Coldsnow, PE  
Principal

## **Attachments:**

1. SEH Preliminary Schedule – Ward Station Area Projects, T.O.'s 1-3.
2. SEH Proposed Fee Estimate



WARD STATION AREA PROJECTS  
TASK ORDERS 1-3  
PRELIMINARY SCHEDULE



Project: Ward Station Area Projects- T.O. 1-3 Schedule.mpp  
Date: Mon 8/13/18

Task

Split

Milestone

Summary

Project Summary

External Tasks

External Milestone

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Progress

Deadline

August 14, 2018

RE: Proposal for Professional Services  
Ward Station Area Projects  
Task Order No. 2 – Tabor Street  
Wheat Ridge, Colorado

Ms. Jennifer Nellis, CPPB  
Purchasing Agent  
City of Wheat Ridge  
7500 W. 29<sup>th</sup> Avenue  
Wheat Ridge, CO 80033  
[jnellis@ci.wheatridge.co.us](mailto:jnellis@ci.wheatridge.co.us)

Dear Ms. Nellis:

Please find enclosed SEH's proposal for Task Order No. 2 – Tabor Street.

## PROJECT UNDERSTANDING

It is understood that the City intends to reconstruct Tabor Street, from 52<sup>nd</sup> Avenue to Ridge Road. This task order will include design related services and construction documents prepared as a stand-alone project. Pre-design services are assumed to be conducted in conjunction with providing pre-design services for two additional task orders (reconstruction of 52<sup>nd</sup> Avenue, from Ward Road to the City's limits east of Simms Place, and reconstruction of Ridge Road, from Tabor Street to the City's limits east of Simms Place) that are assumed to be undertaken simultaneously. SEH's understanding of the task order scope is based on the following information:

- Wheat Ridge – Ward Station Area projects RFQ and subsequently issued addendums 1, 2 and 3.
- Ward TOD Map, and a preliminary street cross-section exhibit provided by the City, 7/22/18.
- Scope review meeting between SEH and the City, 7/30/18, and subsequent direction.

## SCOPE OF SERVICES

### Project Management

1. Project management, scheduling, planning, administration
  - SEH to provide City with a Project Schedule

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 2000 South Colorado Boulevard, Suite 6000, Colorado Center Tower One, Denver, CO 80222-7938

SEH is an equal opportunity employer | [www.sehinc.com](http://www.sehinc.com) | 720.540.6800 | 800.490.4966 | 888.908.8166 fax

- SEH monthly invoicing to include project progress summary and next steps.
  - Prepare a contract work plan with performance measures and quality management plan to include all tasks
- 2. Kick off meeting - SEH to prepare agenda and minutes. SEH PM and key Design Leads to attend at City.
- 3. Progress meetings - Assume bi-weekly conference calls with City in conjunction with other task orders.
  - SEH to prepare agenda and minutes. PM and Design leads to attend as appropriate to participate. Assume 10 concurrent meetings.
  - Participate in periodic team meetings at the City with staff and other consultants (assume one concurrent meeting per month, for 15 months. Meetings will be split between the 3 task orders.)

### **Pre-Design Services**

1. Existing Information Review
  - Assemble and review existing plans, studies and reports from City, including recently constructed Ridge Road.
2. Right-of-Entry
  - Assume SEH to obtain Right of Entry for parcels adjacent to Tabor Street.
3. Survey
  - Establish Control to City Datum
  - Topo Surveying - Includes survey of topography to establish design level contours, OH utility lines, surface features, inlet/MH rims and inverts, below ground utility locate paint/flags, Ex. Monumentation, property pins for adjacent parcels.
    - i. Approximate Limits – ROW to ROW, plus 20' into adjacent properties and driveways along Tabor, and extend to 50' beyond S ROW of 52<sup>nd</sup> Avenue and N ROW of Ridge Road. Assume Survey will not include BNSF or RTD right of way.
    - ii. Manholes and inlets upstream and downstream on intersecting streets
    - iii. Located utility markings
  - Mapping – SEH to obtain Ex. ROW, Ex. easements, adjacent parcel plats, ownership from County assessor.
  - SEH will also field survey geotech bores, and utility pothole locations for depiction on the construction plans.
4. Utility Identification and Verification
  - Provide Subsurface Utility Engineering (SUE) investigations consistent with ASCE 38 standards, in compliance with SB 167, including the following:
    - i. Request and review key maps from each utility owner (QL D)
    - ii. Survey of surface utility features will be provided during topographic survey (QL D)

- iii. Subcontract a private utility designator with experience in provide ASCE 38 compliant data. It is estimated that approximately 2000 LF of underground utilities will need to be designated in this corridor. (QL B)
  - iv. Subcontract a firm that provides utility test holes. It is anticipated that approximately 7 test holes will be required for this corridor. Assume permanent restoration of the street pavement is not required.
- o Assume Scope of work to be consistent with the recent legislative requirements established in SB 167. Please refer to supplemental information overview of SB 167 requirements as it relates to Utility verification.
- 5. Utility Relocation Coordination
  - o Conduct approximately two (2) meetings with each of 11 utility owners. An initial meeting will be held at the City with the identified dry utility providers, and another with the identified wet utility providers, to confirm existing facilities, easements and coordinate relocation design, cost, and timing. Follow up meetings with each provider, as needed, may be held in the field, in the office, or over phone/email. Meeting admin will include agenda and minutes. Utility companies that may have facilities within the Tabor Street area include:
    - i. Electric: Xcel Energy
    - ii. Gas: Xcel Energy distribution and high pressure gas transmission
    - iii. Communications: Jefferson County, CenturyLink, Comcast, City of Wheat Ridge
    - iv. Water and sanitary: City of Arvada, Denver Water, Fruitdale Sanitation District, Valley Water District
  - o Assume existing utility relocation design to be provided by Utility providers.
- 6. Geotechnical Investigation and Report
  - o Obtain UNCC locates, and conduct 3 subsurface explorations (bores), spaced 250 feet apart, to 5-10 foot depth. Alternate bores between existing pavement and widened areas, where possible. Alternate lanes where possible.
  - o Of bores conducted, 1/2 will be cored and reviewed for existing pavement depth.
    - i. Assume bores to be within existing right-of-way.
    - ii. Assume no repair/replacement/reset of existing landscaping or fencing to conduct soil bores.
  - o Conduct soil classification and laboratory testing: To include: natural water content, unit weight, grain size distribution, Atterberg limits, swell, R-Value (Hveem Stabilometer), and corrosion testing.
  - o Prepare a pavement design report, to include:
    - i. Summary of field exploration program
    - ii. Provide a general description of subsurface soil/rock conditions
    - iii. Provide field and laboratory test results, including boring logs showing soli classifications, ground water depth (if noted)

- iv. Provide pavement analyses and recommendations for a full depth pavement section utilizing CDOT S and SX mix.
  - v. Provide recommendations for earthwork and other construction considerations
- o Additional assumptions:
  - i. Any fees associated with ROW permits for the borings will be waived.
  - ii. One day of drilling and traffic control will be necessary for the borings.
  - iii. Falling weight deflectometer testing (FWD) and pavement overlay analysis will not be provided.
  - iv. Suitable soil or rock will be encountered within the proposed drilling depths and the subsurface conditions are appropriate for hollow-stem auger drilling methods. Rock coring will not be completed.
  - v. Boreholes will be backfilled and repaired according to the ROW permit, which we anticipate will consist of backfilling the boreholes with grout and repairing the existing pavement surface with hot mix asphalt.
  - vi. Cuttings and groundwater generated during drilling are not contaminated and are non-hazardous, and will not require disposal as hazardous materials. No waste profiling of investigative derived waste will be performed.
  - vii. Groundwater monitoring wells will not be installed.
  - viii. The pavement design will be completed in accordance with AASHTO 93 design methods.
  - ix. A life cycle cost analysis of the pavement sections will not be completed as part of this project.
- 7. Traffic Data Collection
  - o Assume the City will provide all traffic data information, including vehicle volume counts and vehicle classification for pavement design.
- 8. Title Commitments
  - o Assume title work is not needed.
- 9. Concept Design Report
  - o Provide written summary of existing conditions, supplemented by mapping.
  - o Provide written description of design approach for City review and concurrence.

#### **Design Phase Services**

- 1. 30% Design and Deliverables (FIR)
  - o Horizontal control plan
  - o Roadway horizontal layout
  - o Roadway typical sections

- i. Street section south of proposed 51<sup>st</sup> Avenue (approximately at mid-point of the block) shall be generally as detailed in the typical section provided.
- ii. Street section north of proposed 51<sup>st</sup> Avenue (approximately at mid-point of the block) shall be generally as detailed on the Ward TOD Map provided by the City, which modifies the typical street section provided, to include a 9' amenity zone on the west side of the street and removes parking lanes on either side of the street. Additionally the plans will likely reflect a future sidewalk extension on the east side of the street.
- iii. Street section adjacent to parcel at the SE corner of Tabor and 52<sup>nd</sup> Avenue shall be generally as detailed in Item ii) above, will drop the sidewalk as the City works through ROW ownership on this parcel.
- iv. Refer to Preliminary Landscape and Urban Design section below for additional details.
- Demo Plan
- Roadway plan, profile and grading
  - i. Assume due to new curb and gutter, roadway to be lowered to enable grading to tie to existing at or before ROW line.
- Concept level Hydrologic and Hydraulic analysis and Drainage Memo
  - i. Delineate the drainage basin area tributary to the project improvements using City supplied LIDAR or GIS contour mapping.
  - ii. Obtain existing off-site drain system in-flow rates from utility owners, the City's Olsson analysis, or SEH will estimate upstream system contribution to proposed storm infrastructure.
  - iii. Use a Rational Method based computer program and UDFCD spreadsheets as applicable to estimate runoff volumes and determine a preliminary storm pipe sizing and profile and inlets sized to capture and convey the Minor (5 year) event and the Major (100 year) event, per City and UDFCD criteria.
  - iv. Review City supplied Drainage Report(s) to confirm capacity of downstream storm system to accept proposed stormwater flow rates. Assume capacity of the downstream system is adequate for connection. Exclude downstream stormwater system analysis and potential upgrade improvements.
  - v. Determine the WQCV volume, per City requirements.
  - vi. Assume WQ treatment is to be provided at the City's downstream, off-site, regional pond. Assume design of these improvements, as needed, are to be addressed under a separate task order.
  - vii. Prepare a Draft Drainage memo with a summary of the WQCV for the City's use.
  - viii. Assume no storm water retention or detention system is to be designed.
  - ix. Assume no LOMR, CLOMRs, or FEMA coordination.

- x. Assume one memo/report will be prepared that covers all three task orders.
- Storm drain layout
  - i. Present preliminary storm sewer pipe alignment and inlet locations.
  - ii. Assume proposed stormwater system outfalls to existing infrastructure within the boundary of the roadway improvements.
- Intersection Layout
  - i. Design in compliance with the MUTCD (FHWA, 2009), and professional engineering judgement.
  - ii. Design to include curb ramps, curb and gutter and sidewalk transitions to existing intersection streetscape.
  - iii. Assume the Tabor and 52<sup>nd</sup> Avenue intersection design is to be covered under the 52<sup>nd</sup> Avenue reconstruction task order.
  - iv. Assume no roadway, streetscape or signal improvements to Tabor and Ridge Road intersection.
- Street lighting plan – conceptual level layout of pole locations and service locations. Design assumes:
  - 1. OH Power is to be relocated as needed to be located in the utility zone on the E side of the street.
  - 2. City owns and maintains the street lights. City details can be utilized.
  - 3. Existing OH street lights are to be replaced.
  - 4. OH street lights and pedestrian lights to be located on the W side of street in the amenity zone.
  - 5. Refer to additional lighting and electric assumptions in the Preliminary landscape and urban design section below.
- Utility conflict map
  - i. Preliminary conflict locations will be identified with respect to existing utilities and proposed infrastructure. This information will be used as design develops to confirm potholing needs and further discussions on relocation with utility providers.
- Preliminary landscape and urban design
  - i. Develop concept plan streetscape design, based on City's Streetscape Design Manual and City provide details and standards.
  - ii. Assume, as a modification to the standard street cross-section provided by the City, the West side of the street will include pedestrian and overhead street lights in the amenity zone.
  - iii. Integrate landscape and urban design.
  - iv. Assume landscape amenity zone on W side of road by Others; no amenity zone on E side of the street. Northern portion on east side will not have parking or sidewalk.

- v. Assume all trees to be irrigated.
    - vi. Assume grass utility zone will be irrigated by contractor until established but have no irrigation design.
    - vii. Assume SEH team will use the City's standards for streetscape furnishings.
    - viii. Ward TOD Map identified gateway feature at the NE corner of the intersection of Tabor Street and Ridge Road.
      - 1. Assume design will be outside the scope of this task order, however, SEH team will facilitate extending electric services as needed.
  - Opinion of construction cost
  - Prepare and submit 30% plans and estimate
  - Review meeting with Wheat Ridge
2. 60% Design and Deliverables (FOR)
- Utility Clearances – SEH team to provide utility clearance letters and potholing (See potholing estimate above)
  - Cover sheet and legend
  - Summary of quantities
  - Typical sections
  - Demo Plan
  - Roadway plan and profile with grading
  - Intersection layouts
  - Preliminary drainage and water quality report
  - Storm drain plan and profile
  - Utility adjustment plan and specifications
    - i. Utility Plans will depict and differentiate QL A through D for each underground utility facility. Utility owner, type, and size will be noted on plans. Notes, plan layout and test hole log will be provided.
    - ii. A portion of QL A test holes may be completed prior to 60% plans to confirm the depth and location of major utilities that are likely to be in conflict.
    - iii. Prepare draft utility project special provisions.
    - iv. Prepare draft utility clearance letters from the City of Wheat Ridge to each utility company for review and signature.
    - v. If Xcel relocation is required, will draft the Xcel Work Order request for submittal by the City.
    - vi. Prepare draft Utility Clearance packages for City review and signature.
  - Landscape and urban design plan and details
  - Irrigation plan and details
  - Striping and signing plans



- Street lighting plan
- Stormwater pollution management plan
- Construction details
- Roadway cross sections at 50 foot spacing
- Construction phasing and traffic control
- Technical Specifications
  - i. CDOT with the City's project special provisions.
  - ii. Assume City to prepare and provide front end (Div 1, Div 2) specifications.
- Opinion of construction cost
- Prepare and submit 60% PS&E
- Review meeting with Wheat Ridge

3. Final (90%) Design and Deliverables

- Cover sheet and legend
- Summary of quantities
- Typical sections
- Demo Plan
- Roadway plan and profile with grading
- Intersection plans
- Final drainage and water quality report
- Storm drain plan and profile
- Utility adjustment plan and details
  - i. 90% Utility Plans will depict and differentiate QL A through D for each underground facility.
  - i. Remaining QL A test holes to be completed prior to 90% plans to confirm the depth and location of major utilities that are likely to be in conflict.
  - ii. Revise utility project special provisions.
  - iii. Revise utility clearance letters from the City of Wheat Ridge to each utility company for review and signature.
  - iv. If Xcel relocation is required, will revise the Xcel Work Order request for submittal by the City.
- Landscape and urban design plan and details
- Irrigation plan and details
- Striping and signing plans
- Street lighting plan
- Stormwater pollution management plan
- Construction details
- Roadway cross sections at 50 foot spacing
- Construction phasing and traffic control
- Technical Specifications
- Opinion of construction cost

- Prepare and submit 90% PS&E
- Review meeting with Wheat Ridge
- 4. Construction Documents
  - Plan final revisions
  - Technical Specification Final Revisions
  - Finalize utility clearance letters
  - Final cost estimate
  - Prepare and submit final CD's (Assume submittal to be in PDF format and delivery of CAD files).

#### **Permitting Assistance**

1. Assume NPDES permit to be prepared by Contractor

#### **Bidding Assistance**

1. Prepare electronic and paper copies of the plans for bidding.
2. Prepare responses to Bidder questions for distribution by City.
3. Prepare documents, if required, for addenda for City distribution.

#### **Public Involvement**

1. Prepare documents and exhibits to support City staff in meeting with City Council
  - Prepare illustrative plan and sections boards. Assume prepare 2 boards– one for N end of Tabor without street parking, one for S end of Tabor with parking.
2. Prepare document and exhibits to support City staff for Public Meeting(s)
  - Prepare illustrative plan and sections boards. Assume prepare 2 boards – one for N end of Tabor without street parking, one for S end of Tabor with parking.

#### **Construction Administration**

1. Attend preconstruction conference.
2. Prepare change orders, as needed, for City issuance
3. Prepare contractor RFI responses. (Assume 3)
4. Maintain material submittal log.
5. Review and approve shop drawings and material submittals.

#### **Project Close-Out**

1. Coordinate with City to obtain record information from field representatives.
2. Prepare record drawings. Assume drawing edits will be annotation only, not design; Assume final deliverable will be CAD files delivered to the City.

#### **ADDITIONAL OPTIONAL SERVICES**

1. Prepare illustrative perspectives Boards for City Council or Public Meetings

#### **ADDITIONAL ASSUMPTIONS AND EXCLUSIONS**

1. Right-of-way and easement appraisal and acquisition services are excluded.
2. Public Land Survey System monument upgrades are excluded.
3. LPA CDOT Standard Right-of-Way plans excluded.
4. Right-of-way and easement legal descriptions and exhibits are excluded.
5. Environmental services are excluded.
6. Structural design and plans excluded at this time. Services can be added at a later date if needed.
7. Lighting photogrammetry analysis is excluded. (City to provide as needed for pole spacing.)
8. Construction phase site visits are excluded.
9. Design of private amenity zones are excluded.

#### **SCHEDULE**

The estimated period of performance is 1 month for Pre-Design Services, 6 months for Design Services, 2 months for Bidding Services, 6 months for Construction Administration Services and 1 month for Project Close-Out Services. City design review periods are anticipated to be 2 weeks. A detailed preliminary project schedule is attached for your review.

#### **FEE ESTIMATE**

The attached spreadsheet details our proposed Cost Plus Fixed Fee for the scope and schedule provided. The fee estimate utilizes the negotiated contract "Cost Rates", and a Fixed Fee of 10% on labor. The total, Not-to-Exceed fee for this task is \$143,893.45. Optional services are \$3,224.96, bringing the total to \$147,118.42, should the City desire to add this scope.

Ward Station Area Projects  
Task Order No. 2 – Tabor Street  
Wheat Ridge, Colorado  
August 14, 2018  
Page 11

Feel free to call with any questions.

Sincerely,

**Short Elliott Hendrickson Inc.**

A blue ink signature of Scott Jardine, consisting of a stylized 'S' followed by 'Jardine'.

Scott Jardine, PE, LEED AP  
Project Manager

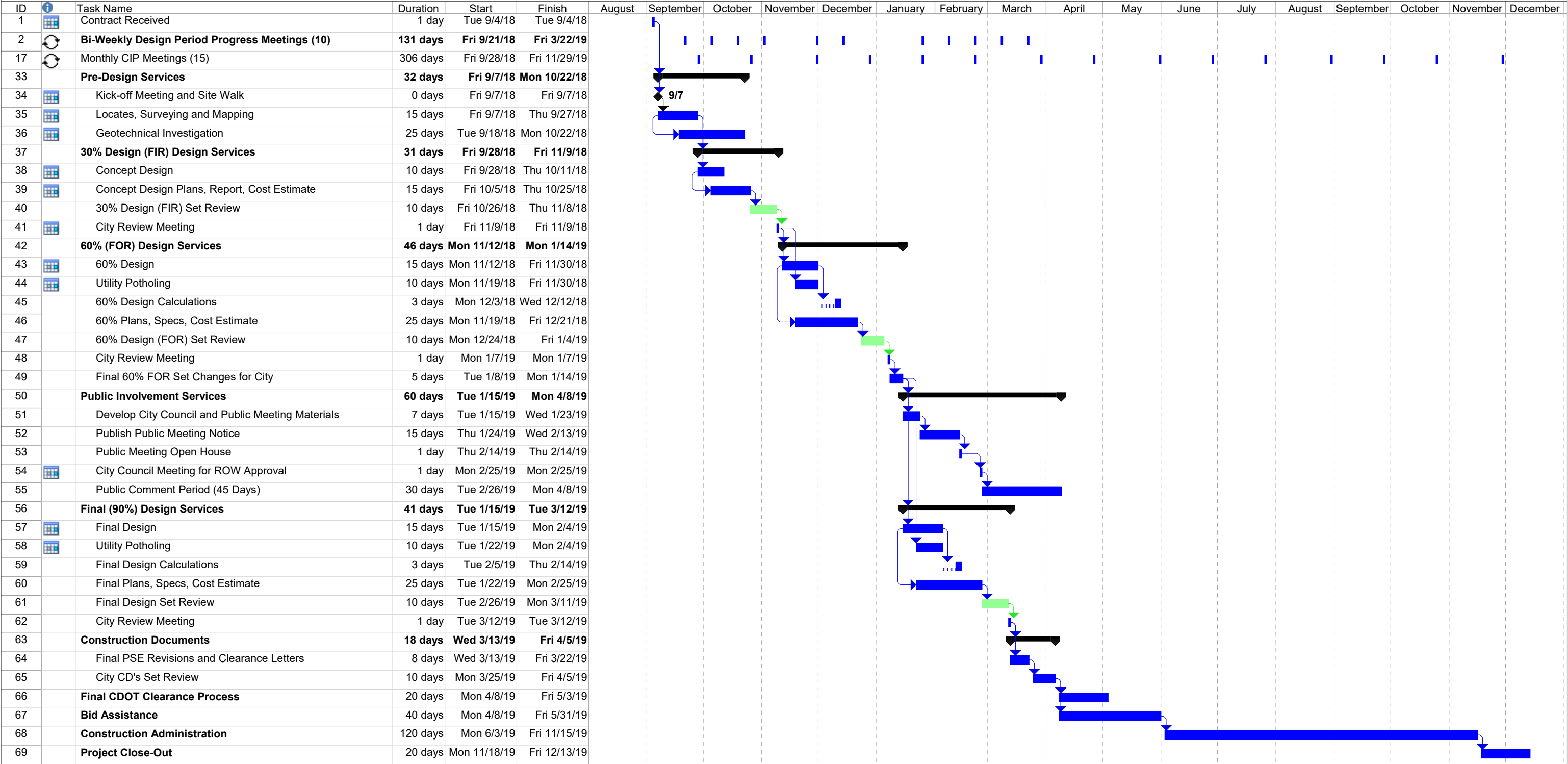
A blue ink signature of Rick Coldsnow, consisting of a stylized 'R' followed by 'Coldsnow'.

Rick Coldsnow, PE  
Principal

Attachments:

1. SEH Preliminary Schedule – Ward Station Area Projects, T.O.'s 1-3.
2. SEH Proposed Fee Estimate

WARD STATION AREA PROJECTS  
TASK ORDERS 1-3  
PRELIMINARY SCHEDULE



Project: Ward Station Area Projects- T.O. 1-3 Schedule.mpp  
Date: Mon 8/13/18

Task

Split

Milestone

Summary

Project Summary

External Tasks

External Milestone

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Progress

Deadline

August 14, 2018

RE: Proposal for Professional Services  
Ward Station Area Projects  
Task Order No. 3 – Ridge Road  
Wheat Ridge, Colorado

Ms. Jennifer Nellis, CPPB  
Purchasing Agent  
City of Wheat Ridge  
7500 W. 29<sup>th</sup> Avenue  
Wheat Ridge, CO 80033  
[jnellis@ci.wheatridge.co.us](mailto:jnellis@ci.wheatridge.co.us)

Dear Ms. Nellis:

Please find enclosed SEH's proposal for Task Order No. 3 – Ridge Road.

## PROJECT UNDERSTANDING

It is understood that the City intends to reconstruct Ridge Road, from Tabor Street to the City boundary east of Simms. This task order will include design related services and construction documents prepared as a stand-alone project. Pre-design services are assumed to be conducted in conjunction with providing pre-design services for two additional task orders (reconstruction of 52<sup>nd</sup> Avenue, from Ward Road to the City's limits east of Simms Place, and reconstruction of Tabor Street, from Ward Road to Ridge Road) that are assumed to be undertaken simultaneously. SEH's understanding of the task order is based on the following information:

- Wheat Ridge – Ward Station Area projects RFQ and subsequently issued addendums 1, 2 and 3.
- Ward TOD Map, and a preliminary street cross-section exhibit provided by the City, 7/22/18.
- Scope review meeting between SEH and the City, 7/30/18.

## SCOPE OF SERVICES

### Project Management

1. Project management, scheduling, planning, administration
  - Provide City with a Project Schedule

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 2000 South Colorado Boulevard, Suite 6000, Colorado Center Tower One, Denver, CO 80222-7938

SEH is an equal opportunity employer | [www.sehinc.com](http://www.sehinc.com) | 720.540.6800 | 800.490.4966 | 888.908.8166 fax

- Monthly invoicing to include project progress summary and next steps.
- Prepare a contract work plan with performance measures and quality management plan to include all tasks
- 2. Kick off meeting - SEH to prepare agenda and minutes. SEH PM and key Design Leads to attend at City.
- 3. Progress meetings – Assume bi-weekly conference calls with City in conjunction with other task orders.
  - SEH to prepare agenda and minutes. PM and Design Leads to attend as appropriate to participate. Assume 10 concurrent meetings.
  - Participate in periodic team meetings at the City with staff and other consultants (assume one concurrent meeting per month, for 15 months. Meetings will be split between the 3 task orders.)

### **Pre-Design Services**

1. Existing Information Review
  - Assemble and review existing plans, studies and reports from City related to Ridge Road and Tabor Street intersection, and City of Arvada relating to existing and future Ridge Road at the east tie-in.
2. Right-of-Entry
  - Assume SEH Right of Entry for City of Arvada ROW is to be provided by the City via IGA agreements for work tying in pavement, streetscape and storm sewer at east limits of the project (as needed).
  - Assume City to provide for Right of Entry for survey of parcels on which ROW to be acquired.
3. Survey
  - Establish Control to City Datum
  - Topo Surveying - Includes survey of topography to establish design level contours, OH utility lines, surface features, inlet/MH rims and inverts, below ground utility locate paint/flags, Ex. Monumentation, property pins for adjacent parcels. Assume Survey will not include BNSF or RTD right of way.
    - i. Approximate Limits –
      1. ROW-to-ROW, plus 20' into adjacent properties and driveways on the North side of Ridge Road
      2. 100 feet up intersecting streets for proper tie in.
    - ii. Manholes and inlets upstream and downstream on intersecting streets
    - iii. Located utility markings
  - Mapping – SEH to obtain Ex. ROW, Ex. easements, adjacent parcel plats, ownership from County assessor.
  - SEH will also field survey geotech bores, and utility pothole locations for depiction on the construction plans.

4. Utility Identification and Verification

- Provide Subsurface Utility Engineering (SUE) investigations consistent with ASCE 38 standards, in compliance with SB 167, including the following:
  - i. Request and review key maps from each utility owner (QL D)
  - ii. Survey of surface utility features will be provided during topographic survey (QL D)
  - iii. Subcontract a private utility designator with experience in provide ASCE 38 compliant data. It is estimated that approximately 3000 LF of underground utilities will need to be designated in this corridor. (QL B)
  - iv. Subcontract a firm that provides utility test holes. It is anticipated that approximately 5 test holes will be required for this corridor. Assume permanent restoration of the street pavement is not required.
- Assume Scope of work to be consistent with the recent legislative requirements established in SB 167. Please refer to supplemental information overview of SB 167 requirements as it relates to Utility verification.

5. Utility Relocation Coordination

- Conduct approximately two (2) meetings with each of 11 utility owners. An initial meeting will be held at the City with the identified dry utility providers, and another with the identified wet utility providers, to confirm existing facilities, easements and coordinate relocation design, cost, and timing. Follow up meetings with each provider, as needed, may be held in the field, in the office, or over phone/email. Meeting admin will include agenda and minutes. Utility companies that may have facilities within the Ridge Road area include:
  - i. Electric: Xcel Energy
  - ii. Gas: Xcel Energy distribution and high pressure gas transmission
  - iii. Communications: Jefferson County, CenturyLink, Comcast, Sprint(MCI), City of Wheat Ridge
  - iv. Water and sanitary: Denver Water, Fruitdale Sanitation District, Valley Water District
- Assume existing utility relocation design to be provided by Utility providers.

6. Geotechnical Investigation and Report

- Obtain UNCC locates, and conduct 3 subsurface explorations (bores), spaced 250 feet apart, to 5-10 foot depth. Alternate bores between existing pavement and widened areas, where possible. Alternate lanes where possible.
- Of bores conducted, 1/2 will be cored and reviewed for existing pavement depth.
  - i. Assume bores to be within existing right-of-way.
  - ii. Assume no repair/replacement/reset of existing landscaping or fencing to conduct soil bores.
- Conduct soil classification and laboratory testing: To include: natural water content, unit weight, grain size distribution, Atterberg limits, swell, R-Value



- (Hveem Stabilometer), and corrosion testing.
- Prepare a pavement design report, to include:
  - i. Summary of field exploration program
  - ii. Provide a general description of subsurface soil/rock conditions
  - iii. Provide field and laboratory test results, including boring logs showing soil classifications, ground water depth (if noted)
  - iv. Provide pavement analyses and recommendations for a full depth pavement section utilizing CDOT S and SX mix.
  - v. Provide recommendations for earthwork and other construction considerations
- Additional assumptions:
  - i. Any fees associated with ROW permits for the borings will be waived.
  - ii. One day of drilling and traffic control will be necessary for the borings.
  - iii. Falling weight deflectometer testing (FWD) and pavement overlay analysis will not be provided.
  - iv. Suitable soil or rock will be encountered within the proposed drilling depths and the subsurface conditions are appropriate for hollow-stem auger drilling methods. Rock coring will not be completed.
  - v. Boreholes will be backfilled and repaired according to the ROW permit, which we anticipate will consist of backfilling the boreholes with grout and repairing the existing pavement surface with hot mix asphalt.
  - vi. Cuttings and groundwater generated during drilling are not contaminated and are non-hazardous, and will not require disposal as hazardous materials. No waste profiling of investigative derived waste will be performed.
  - vii. Groundwater monitoring wells will not be installed.
  - viii. The pavement design will be completed in accordance with AASHTO 93 design methods.
  - ix. A life cycle cost analysis of the pavement sections will not be completed as part of this project.
- 7. Traffic Data Collection
  - Assume the City will provide all traffic data information, including vehicle volume counts and vehicle classification for pavement design.
- 8. Title Commitments
  - Assume title work is not needed.
- 9. Conceptual Design Report
  - Provide written summary of existing conditions, supplemented by mapping.
  - Provide written description of design approach for City review and concurrence.

## Design Phase Services

1. 30% Design and Deliverables (FIR)
  - Horizontal control plan
  - Roadway horizontal layout
  - Roadway typical sections
    - i. ROW width east of Tabor to be confirmed with City, but section shall be as detailed in the typical section provided.
    - ii. Refer to Preliminary Landscape and Urban Design section below for additional details.
  - Demo Plan
  - Roadway plan, profile and grading
    - i. Roadway will match existing curb and gutter on South side of the road. Assume due to new curb and gutter on North side of the road, grading to tie to existing at or before new ROW line.
  - Concept level Hydrologic and Hydraulic analysis and Drainage Memo
    - i. Delineate the drainage basin area tributary to the project improvements using City supplied LIDAR or GIS contour mapping.
    - ii. Obtain existing off-site drain system in-flow rates from utility owners, the City's Olsson analysis, or SEH will estimate upstream system contribution to proposed storm infrastructure.
    - iii. Use a Rational Method based computer program and UDFCD spreadsheets as applicable to estimate runoff volumes and determine a preliminary storm pipe sizing and profile and inlets sized to capture and convey the Minor (5 year) event and the Major (100 year) event, per City and UDFCD criteria.
    - iv. Review City supplied Drainage Report(s) to confirm capacity of downstream storm system to accept proposed stormwater flow rates. Assume capacity of the downstream system is adequate for connection. Exclude downstream stormwater system analysis and potential upgrade improvements.
    - v. Determine the WQCV volume, per City requirements.
    - vi. Assume WQ treatment is to be provided at the City's downstream, off-site, regional pond. Assume design of these improvements, as needed, are to be addressed under a separate task order.
    - vii. Prepare a Draft Drainage memo with summary of the WQCV for the City's use.
    - viii. Assume no storm water retention or detention system is to be designed.
    - ix. Assume no LOMR, CLOMRs, or FEMA coordination.

- x. Assume permanent restoration of the street pavement is not required.
- Storm drain layout
  - i. Present preliminary storm sewer pipe alignment and inlet locations.
  - ii. Assume proposed stormwater system outfalls to existing infrastructure within the boundary of the roadway improvements.
- Intersection Layout
  - i. Design in compliance with the MUTCD (FHWA, 2009), and professional engineering judgement.
  - ii. Design to include curb ramps, curb and gutter and sidewalk transitions to existing intersection streetscape.
  - iii. Assume no roadway, streetscape or signal improvements to Tabor and Ridge Road intersection.
- Street lighting plan – conceptual level layout of pole locations and service locations. Design assumes:
  - 1. OH Power on N side of road is to be relocated as needed to be located in the 6' amenity zone.
  - 2. City owns and maintains the street lights. City details can be utilized.
  - 3. Existing street lights on N side of road (NW corner of Swadley, NE corner of Simms intersections) are to be replaced.
  - 4. OH street lights, pedestrian lights, electrical conduit, pull boxes and transformer layout to show location on N side of road in amenity zone.
  - 5. Refer to additional lighting and electric assumptions in the Preliminary landscape and urban design section below.
- Utility conflict map
  - i. Preliminary conflict locations will be identified with respect to existing utilities and proposed infrastructure. This information will be used as design develops to confirm potholing needs, and further discussions on relocation with utility providers.
- Preliminary landscape and urban design
  - i. Develop concept plan streetscape design, based on City's Streetscape Design Manual and City provide details and standards.
  - ii. Assume, as a modification to the standard street cross-section provided by the City, the North side of the street will include pedestrian and overhead street lights in the 6' amenity zone.
  - iii. Integrate landscape and urban design.
  - iv. Assume landscape amenity zone on N side of road; no amenity zone on S.
  - v. Assume OH street lights to go in landscape amenity zone.
  - vi. Assume SEH team will use the City's standards for streetscape

furnishings.

- vii. Assume all trees to be irrigated.
- viii. Ward TOD Map identified gateway feature at the NE corner of the intersection of Tabor Street and Ridge Road.
  - 1. Assume design will be outside the scope of this task order, however, SEH team will facilitate extending services as needed as part of the Tabor Street task order.
- Opinion of construction cost
- Prepare and submit 30% plans and estimate
- Review meeting with Wheat Ridge

2. 60% Design and Deliverables (FOR)

- Utility Clearances – SEH team to provide utility clearance letters and potholing (See potholing estimate above)
- Cover sheet and legend
- Summary of quantities
- Typical sections
- Demo Plan
- Roadway plan and profile with grading
- Intersection layouts
- Preliminary drainage and water quality report
- Storm drain plan and profile
- Utility adjustment plan and specifications
  - i. Utility Plans will depict and differentiate QL A through D for each underground utility facility. Utility owner, type, and size will be noted on plans. Notes, plan layout and test hole log will be provided.
  - ii. A portion of QL A test holes may be completed prior to 60% plans to confirm the depth and location of major utilities that are likely to be in conflict.
  - iii. Prepare draft utility project special provisions.
  - iv. Prepare draft utility clearance letters from the City of Wheat Ridge to each utility company for review and signature.
  - v. If Xcel relocation is required, will draft the Xcel Work Order request for submittal by the City.
  - vi. Prepare draft Utility Clearance packages for City review and signature.
- Landscape urban design plan and details
- Irrigation plan and details
- Striping and signing plans
- Street lighting plan
- Stormwater pollution management plan

- Construction details
- Roadway cross sections at 50 foot spacing and at intersections
- Construction phasing and traffic control
- Technical Specifications
  - i. CDOT with the City's project special provisions.
  - ii. Assume City to prepare and provide front end (Div 1, Div 2) specifications.
- Opinion of construction cost
- Prepare and submit 60% PS&E
- Review meeting with Wheat Ridge

3. Final (90%) Design and Deliverables

- Cover sheet and legend
- Summary of quantities
- Typical sections
- Demo Plan
- Roadway plan and profile
- Intersection plans
- Final drainage and water quality report
- Storm drain plan and profile
- Utility adjustment plan and details
  - i. 90% Utility Plans will depict and differentiate QL A through D for each underground facility.
  - i. Remaining QL A test holes to be completed prior to 90% plans to confirm the depth and location of major utilities that are likely to be in conflict.
  - ii. Revise utility project special provisions.
  - iii. Revise utility clearance letters from the City of Wheat Ridge to each utility company for review and signature.
  - iv. If Xcel relocation is required, will revise the Xcel Work Order request for submittal by the City.
- Landscape urban design plan and details
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- Technical Specifications
- Opinion of construction cost
- Prepare and submit 90% PS&E

- Review meeting with Wheat Ridge

4. Construction Documents

- Plan final revisions
- Technical Specification Final Revisions
- Finalize utility clearance letters
- Final cost estimate
- Prepare and submit final CD's (Assume submittal to be in PDF format and delivery of CAD files).

**Permitting Assistance**

1. Assume RTD/BNSF ROW permit is not needed.
2. Assume NPDES permit to be prepared by Contractor

**Bidding Assistance**

1. Prepare electronic and paper copies of the plans for bidding.
2. Prepare responses to Bidder questions for distribution by City.
3. Prepare documents, if required, for addenda for City distribution.

**Public Involvement**

1. Prepare documents and exhibits to support City staff in meeting with City Council
  - Prepare illustrative plan and sections board. Assume prepare 1 board for Ridge Road.
2. Prepare document and exhibits to support City staff for Public Meeting(s)
  - Prepare illustrative plan and sections board. Assume prepare 1 board for Ridge Road.

**Construction Administration**

1. Attend preconstruction conference.
2. Prepare change orders, as needed, for City issuance
3. Prepare contractor RFI responses. (Assume 3)
4. Maintain material submittal log.
5. Review and approve shop drawings and material submittals.

### **Project Close-Out**

1. Coordinate with City to obtain record information from field representatives.
2. Prepare record drawings. Assume drawing edits will be annotation only, not design; Assume final deliverable will be CAD files delivered to the City.

### **ADDITIONAL OPTIONAL SERVICES**

1. Prepare illustrative perspectives Boards for City Council or Public Meetings

### **ADDITIONAL ASSUMPTIONS AND EXCLUSIONS**

1. Right-of-way and easement appraisal and acquisition services are excluded.
2. Public Land Survey System monument upgrades are excluded.
3. LPA CDOT Standard Right-of-Way plans excluded.
4. Right-of-way and easement legal descriptions and exhibits are excluded.
5. Environmental services are excluded.
6. Structural design and plans excluded at this time. Services can be added at a later date if needed.
7. Lighting photogrammetry analysis is excluded. (City to provide as needed for pole spacing.)
8. Construction phase site visits are excluded.
9. Design of private amenity zones are excluded

### **SCHEDULE**

The estimated period of performance is 1 month for Pre-Design Services, 6 months for Design Services, 2 months for Bidding Services, 6 months for Construction Administration Services and 1 month for Project Close-Out Services. City design review periods are anticipated to be 2 weeks. A detailed preliminary project schedule is attached for your review.

### **FEE ESTIMATE**

The attached spreadsheet details our proposed Cost Plus Fixed Fee for the scope and schedule provided. The fee estimate utilizes the negotiated contract "Cost Rates", and a Fixed Fee of 10% on labor. The total, Not-to-Exceed fee for this task is \$160,228.02. Optional services are \$2,729.96, bringing the total to \$162,957.98, should the City desire to add this scope.



Ward Station Area Projects  
Task Order No. 3 – Ridge Road  
Wheat Ridge, Colorado  
August 14, 2018  
Page 11

Feel free to call with any questions.

Sincerely,

**Short Elliott Hendrickson Inc.**



Scott Jardine, PE, LEED AP  
Project Manager

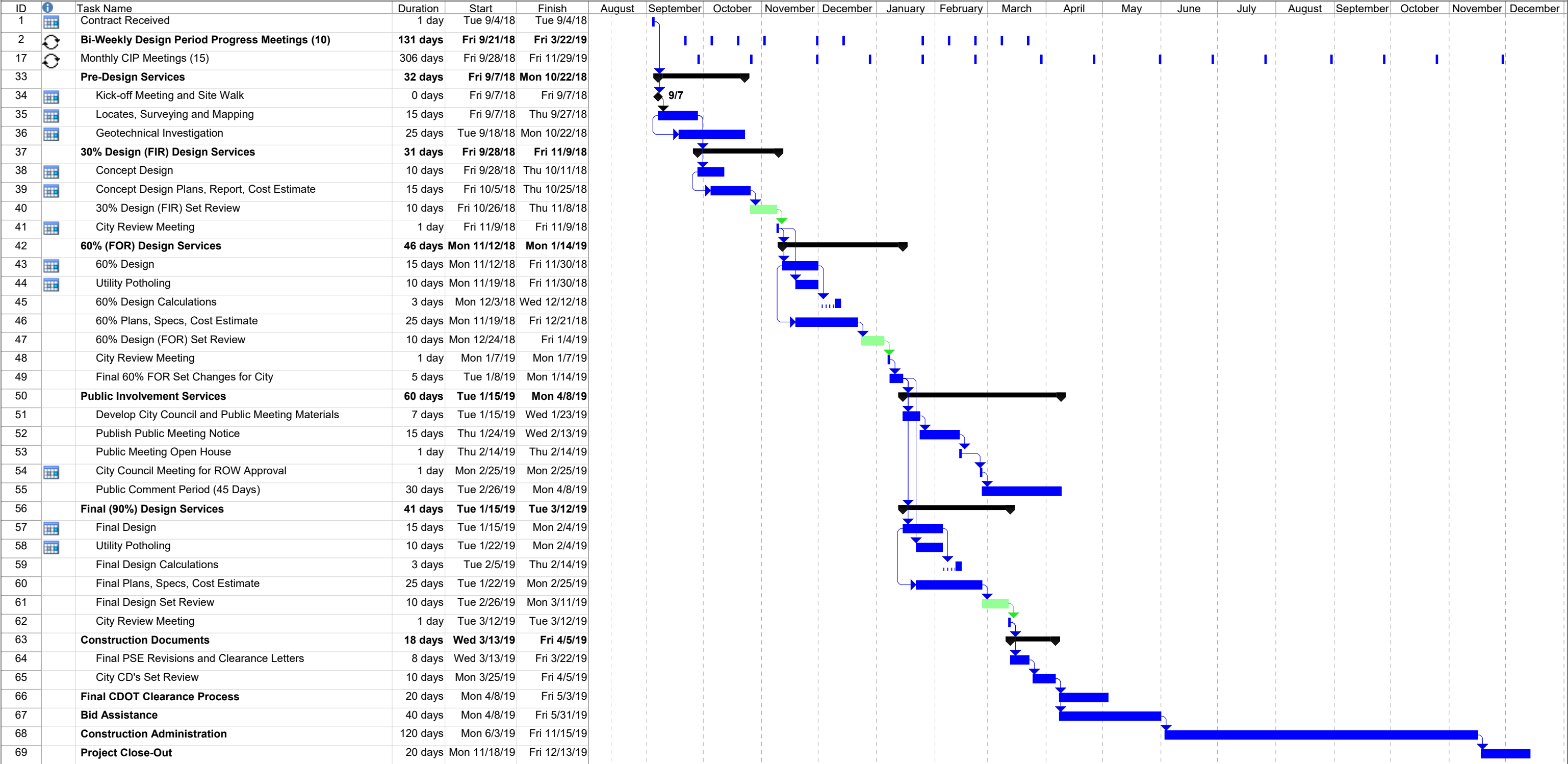


Rick Coldsnow, PE  
Principal

Attachments:

1. SEH Preliminary Schedule – Ward Station Area Projects, T.O.'s 1-3.
2. SEH Proposed Fee Estimate

WARD STATION AREA PROJECTS  
TASK ORDERS 1-3  
PRELIMINARY SCHEDULE



Project: Ward Station Area Projects- T.O. 1-3 Schedule.mpp  
Date: Mon 8/13/18

Task

Split

Milestone

Summary

Project Summary

External Tasks

External Milestone

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Progress

Deadline

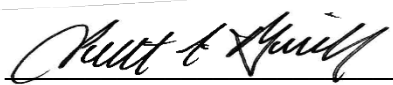
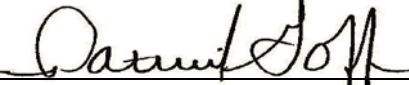
**REQUEST FOR CITY COUNCIL ACTION**

**TITLE: MOTION TO AWARD A CONTRACT AND APPROVE  
SUBSEQUENT PAYMENTS TO HDR ENGINEERING, INC.,  
DENVER, CO, IN AN AMOUNT NOT TO EXCEED \$2,144,931  
FOR PHASE II, FINAL DESIGN, OF THE WADSWORTH  
BOULEVARD IMPROVEMENT PROJECT**

☐ PUBLIC HEARING  
☒ BIDS/MOTIONS  
☐ RESOLUTIONS

☐ ORDINANCES FOR 1<sup>ST</sup> READING  
☐ ORDINANCES FOR 2<sup>ND</sup> READING

QUASI-JUDICIAL: ☐ YES ☒ NO

  
Director of Public Works  
City Manager**ISSUE:**

In April 2015 the City was awarded funding through the Denver Regional Council of Governments (DRCOG) Transportation Improvement Program (TIP) to improve Wadsworth Boulevard from 35<sup>th</sup> Avenue to 48<sup>th</sup> Avenue. On October 12, 2015, the Council adopted the Planning and Environmental Linkage Study (PEL). The study identified traffic congestion and safety issues, developed multi-modal solutions, and identified related environmental issues and mitigation measures that needed further assessment. On March 28, 2016, Council approved a contract with HDR to complete Phase I, the survey, conceptual (30%) design and plans, and prepare the Environmental Assessment (EA).

Preparation of the Phase I documents is nearing completion which allows for commencing Phase II, preliminary and final design. Phase 2 includes the preparation of construction plans, expected to begin in mid-October 2018. City staff recommends HDR for Phase II work and has negotiated the attached scope and fee in the amount of \$2,144,931.

**PRIOR ACTION:**

An Intergovernmental Agreement (IGA) with CDOT was approved by resolution on October 12, 2015, authorizing the environmental assessment. On March 28, 2016, Council approved a contract with HDR to complete the EA and related documents. On May 22, 2017 and November 13, 2017, Council approved amendments to the contract with HDR for the additional historical work.

**FINANCIAL IMPACT:**

In April 2015, the City was awarded a grant in the amount \$31.6 million through the DRCOG Transportation Improvement Program. The City's required local match for that grant is \$6,320,000. In early 2017, the City was awarded a Highway Safety Improvement Program (HSIP) grant for \$2,600,000 to construct the medians. CDOT is covering the local match of \$260,000 because Wadsworth Boulevard is a state highway. CDOT has also committed to providing \$4,100,000 in additional funding that was previously programed for maintenance on this portion of Wadsworth Boulevard.

The original HDR contract for Phase I was approved by Council in March 2016 for \$1,200,164.20 and includes the following amendments:

Original Contract	\$1,200,164.20	
CFI Intersections	\$120,000	
TIGER grant application	\$40,000	Administrative
Historical evaluations	\$179,984.46	
Historical evaluations	\$269,922.12	
Value Engineering	<u>\$49,620.58</u>	Administrative
Total amended contract	\$1,859,691.36	

Proposed funding for phase II of the project is appropriated in the 2018 Capital Improvement Program (CIP) and 2E Fund budgets.

**BACKGROUND:**

In October 2014, the City applied to DRCOG for federal transportation funds available for fiscal years 2016 through 2021 to help fund a widening and improvement project on Wadsworth Boulevard from 35<sup>th</sup> Avenue to 48<sup>th</sup> Avenue. DRCOG awarded a Transportation Improvement Program (TIP) grant in October, 2014.

The improvement of this segment of Wadsworth Boulevard has been a high priority for both CDOT and the City of Wheat Ridge for more than 20 years. Lack of available funding has been the primary reason for postponing improvements. With an earlier grant, a Planning and Environmental Linkage Study (PEL) was completed and adopted by Council on October 12, 2015. 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 Final Recommended Alternative (FRA) from the PEL study identified the improvements needed to widen Wadsworth Boulevard between 35th and 48th Avenues to six travel lanes, to provide additional turning capacity at the key congested intersections at 38th and

44th Avenues, and install medians to better manage access. Bicycle and pedestrian facilities were also included to add facilities for additional modes of transportation.

On March 28, 2016, Council approved a contract with HDR to complete the survey, conceptual (30%) design and plans, and prepare the Environmental Assessment (EA), which is the federally required process to approve a final roadway design. The consultant team, City staff, and CDOT started working to investigate and resolve issues identified in the PEL. In particular, the need to improve the traffic capacity at the major intersections of 38<sup>th</sup> Avenue and 44<sup>th</sup> Avenues was addressed further.

Most of the elements from the FRA were kept and have moved forward through the EA process; however, a couple of major items were changed or added. In response to needing additional capacity at the 38<sup>th</sup> and 44<sup>th</sup> Avenue intersections, the design of those intersections was changed from a traditional signalized design with double left turn lanes on all four legs of the intersection, to Continuous Flow Intersections (CFI). The CFI intersection designs were determined to be a better solution to increase capacity and have the least impact to adjacent parcels. Also a pedestrian connection was added to the Clear Creek Trail on the east side. These changes were included in the update to Council at the March 20, 2017 Study Session.

An update on the environmental process and a Value Engineering (VE) was provided to the Council at the April 16, 2018 Study Session. The results of the VE workshop were then discussed with Council at the June 4, 2018 Study Session. The VE workshop outcomes accepted to move forward were to replace the sidewalk/2-way cycle track with a combined wide multi-use path, reduce the median and amenity zone widths, revise the access at 47<sup>th</sup>/48<sup>th</sup> Avenues, and revise the retaining wall design at the north end of the project.

The EA is currently being prepared and is expected to be finalized in early 2019. A Finding of No Significant Impact (FONSI) decision document will follow soon after, with approval expected in June 2019.

Award of the third and final phase of the project will also be presented to the City Council for approval at a later date. The City retains the option to continue working with the awarded firm, HDR Engineering, Inc., for construction assistance, Phase III, and to negotiate scope and fee as the work progresses.

The project will also include a significant number of right-of-way (ROW) acquisitions which will be procured under a separate process, award, and contract this fall. The ROW acquisitions will begin in early 2019 and will need to be completed before Phase III, construction, starts.

### **RECOMMENDATIONS:**

Staff recommends awarding a contract for the Wadsworth Boulevard Improvement Project, Phase II, Final Design, to HDR Engineering, Inc.

**RECOMMENDED MOTION:**

“I move to award a contract and approve subsequent payments to HDR Engineering, Inc., Denver, CO, an amount not to exceed \$2,144,931 for Phase II, Final Design, of the Wadsworth Boulevard Improvement Project.”

Or

“I move to deny award of a contract to HDR Engineering, Inc., Denver, CO, an amount not to exceed \$2,144,931 for Phase II, Final Design, of the Wadsworth Boulevard Improvement Project for the following reason(s):\_\_\_\_\_.”

**REPORT PREPARED/REVIEWED BY:**

Mark Westberg, Project Supervisor  
Steve Nguyen, Engineering Manager  
Scott Brink, Director of Public Works  
Jennifer Nellis, Purchasing Agent  
Patrick Goff, City Manager

**ATTACHMENTS:**

1. Scope of Work, Final Design, August 15, 2018
2. Wadsworth Boulevard Widening (35<sup>th</sup> to I-70) Final Design Estimate

## SECTION 1: PROJECT SPECIFIC INFORMATION

### PROJECT BACKGROUND

The City of Wheat Ridge (City) has been working for several years to improve SH 121 / Wadsworth Boulevard. In 2015, they produced a Planning and Environmental Linkages (PEL) study for the portion of Wadsworth Boulevard from W 35th Avenue to I-70. Also in 2015, the City secured a DRCOG TIP grant providing the majority of the funding for construction and executed an IGA with CDOT outlining the framework for reconstruction of the street. A major part of the project is to reconstruct the street to a 6-lane section, provide better multimodal facilities, and provide enhanced amenity zones along the corridor. This work is expected to be accomplished in three phases:

- Phase I – topographic survey, conceptual design, preparation of a template Environmental Assessment (EA) and 10% Plans
- Phase II – 30% Preliminary Design (Field Inspection Review, FIR), 90% Final (Final Office Review, FOR), and 100% Advertisement Plans, Specifications & Estimate (PS&E) for project advertisement
- Phase III – Bidding Assistance and Design Services During Construction (DSDC) (Future phase)

Completion of Phase I has been delayed due to issues arising out of the NEPA process, but that process is nearing completion. This scope of work addresses specific components of Phase I that will be deferred to Phase II, which includes the remaining environmental documentation, as well as the Phase II scope. The purpose of this scope of work for the Consultant team is to continue to provide design support services to the City for the Wadsworth Boulevard Widening project.

HDR and its subconsultants (Consultant) will provide the work described in this document.

### PROJECT GOALS

The goals of this project are to increase capacity, improve safety, achieve a higher level of service, reconstruct the current the facility to meet current standards, and add multimodal facilities.

### PROJECT LIMITS

SH 121 from 35th Ave to I-70 interchange

### PROJECT COST

The estimated cost of this project will be developed and refined as preliminary and final design progresses.

### WORK DURATION

The time period for the work is estimated to begin in September 2018 and end by December 2019.

### CONSULTANT RESPONSIBILITIES AND DUTIES

- Project Management and Public Information
- Environmental Documentation
- Supplemental Survey
- Geotechnical and Foundation Engineering
- Utility Investigation and Coordination



- Preliminary and Final Design for Roadway, Traffic, Drainage, Structures, Lighting, Multimodal, Stormwater Management, Landscaping, Construction Phasing
  - Plans, Specifications, and Cost Estimating
- 

#### **WORK PRODUCT**

- Revision and Production of the EA and NEPA decision document
- Supplemental Survey
- Final Retaining Wall Structure Selection Report
- Final Geotechnical and Foundation Recommendation Report
- Field Inspection Review (FIR) Plans and Estimates
- Final Office Review (FOR) Plans, Specifications, and Estimates
- Advertisement/Bid Plans, Specifications, Cost Estimate
- Construction Plan Package
- Project Coordination
- Meeting Minutes
- Professional Engineer Stamped Record Sets

Requirements are further described in the sections that follow. This scope of Work requires the use of English Units.

**- END SECTION 1 -**

## SECTION 5: PROJECT INITIATION AND CONTINUING REQUIREMENTS

This task includes work associated with monitoring subconsultants, preparing invoices, and providing the City schedule updates for the duration of the task order.

The Consultant will perform the tasks included in Section 5, unless otherwise stated.

### A. Project Meetings

1. **Initial Project Meeting.** NA
2. **Progress Meetings.** FHWA, CDOT, the City, and Consultant team will meet as required (typically 3 meetings per month) for 15 months. The meetings will review activities closed since the last meeting, problems encountered / anticipated and potential solutions, project schedule update, action items, and coordination required with other agencies.
3. **Public Meetings.** The Consultant team will provide the presentation aids and help conduct the meetings.
  - a. **Small Group Meetings (one-on-one).** HDR will hold up to 20 meetings with property and business owners or others directly affected by the project work to identify likely impacts and discuss possible mitigation or resolutions.
  - b. **General Public Meetings (information and workshops).** HDR will organize logistics, public notice, meeting materials, refreshments, and facilitate one Public Meeting, anticipated to occur near completion of the final design to share final details of the design, anticipated construction phasing, and construction schedule. The meeting will be scheduled for approximately 2 hours and include up to 12 boards and a PowerPoint presentation. This meeting may be used to establish communications with the public, add to the contact list, and gather information regarding local concerns. The meeting may also take the form of a work session or workshop with the affected parties.
4. **Meeting Minutes.** Project meeting minutes shall be prepared by the Consultant and provided to the City Project Manager (City PM). When a definable task is discussed during a meeting, the minutes will identify the "Action Item," the party responsible for accomplishing it, and the proposed completion date.

### B. Public Involvement

1. **Public Involvement Plan.** Prepare a Public Involvement Plan including an agency coordination plan specific to this project. The level of effort included in the plan will be consistent with the complexity and expected controversy of the project. Coordinate with the City PM to identify the level of effort to be documented in the plan. At a minimum, the plan will include a strategy and schedule and methods for public notice of outreach and dissemination of information.
2. **Contact List.** Maintain the computerized list of appropriate interested parties for the communication process.
  - a. The information on the list shall include at a minimum:
    - i. Name
    - ii. Firm (if applicable)
    - iii. Mailing/E-mail address
    - iv. Phone/Fax number
  - b. The contacts will be compiled from the list below, as supplemented by the project team and the attendees at public meetings:
    - i. Public Agencies
    - ii. Elected/Appointed Officials

- iii. Neighborhood Groups
  - iv. Property Owners/Tenants
  - v. Business Interests
  - vi. Special Interests
  - vii. Media Contacts
3. **Public Notices/Advertisements.** Publicize the project in accordance with the City policies and procedures.
4. **Communication Aids**
- a. Graphics Support. The Consultant will provide graphics for presentations and project documents. This may include Powerpoint presentation slides, maps and plan views of conceptual design, computerized presentations, and other displays for visual presentations at meetings.
  - b. Newsletter. HDR will provide quarterly information for a City-published newsletter that will contain project progress information and announcements.
  - c. Internet web pages. Provide materials at project milestones to maintain and update the project website hosted by the City.
5. **Deliverables**
- a. Contact List
  - b. Public Involvement Plan
  - c. Organization of up to 20 small group meetings, including communications tools and meeting notes.
  - d. Coordination of 1 public meeting, including:
    - i. Workback calendar
    - ii. Public meeting notice
    - iii. Up to 12 meeting boards
    - iv. PowerPoint presentation
  - e. Meeting Summary delivered within two weeks of the meeting date
- C. **Project Management.** Within a month of NTP, update the Project Management Plan with a project management approach for this phase of the project (i.e., involved staff, key team positions), including a schedule, document and agency reviews, and other project needs. The Consultant shall coordinate the work tasks being accomplished by the involved parties so that project work completion stages are on schedule.
- D. **Project Schedule and Tasks.** The Consultant is responsible for coordinating the required work schedule for tasks accomplished by the City, CDOT, and other agencies. Prepare the initial project schedule for review by the City PM and Consultant team, and refine to provide detail as requested. Modifications will be made as necessary in collaboration with the City and CDOT with appropriate justification.
- E. **Quality Assurance/Quality Control.** Update and submit the QA/QC plan, and commit to adhering to the QA/QC process throughout the project.

- END SECTION 5 -

## SECTION 6: ENVIRONMENTAL WORK TASK DESCRIPTIONS

The Consultant will perform the tasks included in Section 6, unless otherwise stated.

- A. **Consultant Disclosure Statement.** Comply with 40 Code of Federal Regulations (CFR) Section 1506.5(c) that specifies that a disclosure statement to avoid conflict of interest must be prepared. If an environmental document is prepared with the assistance of a consulting firm, the firm must execute a disclosure statement.
- B. **Project Initiation**
1. **Environmental Scoping Task.** NA This work was included in Phase I
  2. **Review Applicable Existing Documents.** NA This work was included in Phase I
  3. **Extent of Study Required for Resources.** NA This work was included in Phase I
  4. **Preparation and Coordination of Requirements.** NA This work was included in Phase I
  5. **Extent of Narrative Required.** NA This work was included in Phase I
  6. **Project Study Area Limits/Logical Termini.** NA This work was included in Phase I
  7. **Administrative Record.** Maintain a NEPA Administrative Record that adheres to the established process. Make available this Administrative Record to the City PM (or designee), CDOT, or to the Colorado Attorney General's office (as requested) during the project's duration. Materials associated with the project Administrative Record will be delivered in the format specified by the City PM when closing the project. Final project invoice payments to the Consultant are conditional upon the delivery of these materials to the City and CDOT. Given the extent of documentation collected for the NEPA process, the Consultant must update the record regularly and provide information to CDOT electronically.
- C. **Environmental Analysis and Documentation.**
1. **Purpose and Need.** NA This work was included in Phase I
  2. **Alternatives Development and Evaluation.** NA This work was included in Phase I
  3. **Evaluate Alternatives Impacts.** NA This work was included in Phase I
  4. **Alternatives Screening Process.** NA This work was included in Phase I
  5. **Preliminary Design of Alternatives.** NA This work was included in Phase I
- D. **Cost Estimates and Financial Analysis**
1. **Develop Cost Estimates and Financial Analyses.** Update the project cost estimate and financial analysis one time during Phase II. A funding package identifying the funding sources necessary to construct and maintain the projects will be developed.
  2. **Incorporate Findings Into NEPA Document.** Review the cost estimates and financial analysis, provide supplemental analysis as needed to support the preferred alternative, and incorporate findings into the draft NEPA document.
  3. **Preliminary Construction Cost Estimates.** Prepare preliminary construction cost estimates based on 30% design of no more than 1 alternative identified during the NEPA process. Project right of way acquisition and project environmental mitigation costs shall be included within the cost estimate. Include enough detail to reach a reasonable degree of accuracy for the level of design performed. Submit the format of estimates, including the year from which the unit costs were assumed, to the City PM for review and approval. Incorporate the analysis into the NEPA document.
- E. **Data Collection, Field Investigation, Mitigation Measures.** The following analyses are required for the preferred alternative. Each resource will be summarized concisely, focusing on the project issues of concern in the NEPA document. The scope shall define the level of documentation, project tasks,

and project deliverables for each of the resource areas. Relevant information regarding Affected Environment, Environmental Consequences, and Mitigation Measures will be incorporated in the NEPA document sections. In addition, technical reports will be prepared in support of the project and shall be reviewed and referenced as appropriate in the NEPA document.

1. **Existing Roadway and Major Structures** NA This work was included in Phase I
2. **Geospatial Data.** Assemble, store, manipulate and display data for resources as needed.
3. **Air Quality.** Review the draft Air Quality Technical Report to determine if design modifications made as part of the Phase I design work require additional technical analysis. Conduct additional analysis and participate in 2 meetings (1 hour each) to describe changes to Level of Service and coordinate with other related technical resources. Revise final technical report.
4. **Geological Resources and Soil.** Document in the NEPA Document, and a revised Geologic Technical Report, a thorough investigation of the project area to determine possible geologic influences on the preferred alternative design. Constraints, including but not limited to, major excavations, unsatisfactory sub-grade materials, present and potential subsidence, potential for rockfall, the presence of abandoned mine sites, etc., will be evaluated. Include consideration and description of the corridor water table (i.e., depth/gradient).
5. **Water Quality.** Resolve Colorado Discharge Permit System (CDPS) design and permitting issues. A mitigation plan has been developed that includes conclusions of effects, permanent management practices (BMP), temporary/construction BMPs, erosion measures, and definition of maintenance responsibilities. Consultant will make minor revisions to the Mitigation Plan if the Phase I design has changed or coordination with related resource leads results in necessary changes. Consultant will make necessary graphics revisions.
6. **Floodplain Assessment.** Review the draft Water Resources and Floodplain Technical Report to determine if the design modifications made as part of this scope of work require additional technical analysis. Conduct necessary additional analysis in order to describe those changes, make necessary graphic revisions and coordinate with other related technical resources. Revise final technical report and coordinate comment review through CDOT and FHWA.
7. **Wetlands.** Review the wetland maps to determine if there are modifications required as a result of design modifications and revise graphics as necessary.
8. **Wetland Finding Report.** Review the Wetland Finding report to determine if the design modifications made as part of the Phase I design work require additional technical analysis and/or graphic updates. Review and describe those changes and coordinate with other related technical resources. Revise final technical report and coordinate comment review through CDOT and FHWA.
9. **Vegetation and Noxious Weeds.** Review the Biological Resources Report to determine if the design modifications made as part of the Phase I design work require additional technical analysis and/or graphic revisions. Conduct additional analysis to describe those changes and coordinate with other related technical resources.
10. **Fish and Wildlife.** Review the findings of the impacts analysis to determine if the design modifications made as part of the Phase I design work require additional technical analysis and/or graphic revisions. Conduct additional analysis to describe those changes and coordinate with other related technical resources.
11. **Threatened and Endangered (T&E) Species.** Review the findings to determine if the design modifications made as part of the Phase I design work require additional technical analysis and/or graphic revisions. Conduct additional analysis to describe those changes and coordinate with other related technical resources.
12. **Historic Properties**
  - a. Collect and evaluate baseline information. NA This work was included in Phase I
  - b. Determine the area of potential effect (APE). NA This work was included in Phase I

- c. Provide support to include drafting of the “Effects” letter for Section 106 requirements and documentation to be included in second consultation letter or report addendum.
  - d. This scope assumes that there are adverse effects which will require an Individual Section 4(f) analysis. Therefore, the necessary 106 Mitigation letter, ACHP packet, and mitigation details shall be prepared.
  - e. Collaborate with the City and the CDOT Region Historian and/or EPB Senior Staff Historian to develop a Memorandum of Agreement.
  - f. Work with the CDOT Region historian or EPB Staff Historian to obtain necessary approvals from SHPO and ACHP.
13. **Historic Bridge Clearance** NA This work was included in Phase I
14. **Archeology** NA This work was included in Phase I
15. **Paleontological Resources** NA This work was included in Phase I
16. **Land Use.** Review the findings to determine if the design modifications made as part of the Phase I design work require additional technical analysis and/or graphic revisions. Conduct additional analysis to describe those changes and coordinate with other resources experts.
17. **Social and Economic Resources.** Review the findings to determine if the design modifications made as part of the Phase I design work require additional technical analysis and/or graphic revisions. Conduct additional analysis to describe those changes and coordinate with other related technical resources.
18. **Environmental Justice.** Review the findings to determine if the design modifications made as part of the Phase I design work require additional technical analysis and/or graphic revisions. Conduct additional analysis to describe those changes and coordinate with other related technical resources.
19. **Bicycle and Pedestrian Facilities.** Review the findings to determine if the design modifications made as part of the Phase I design work require additional technical analysis and/or graphic revisions. Conduct additional analysis to describe those changes and coordinate with other related technical resources.
20. **Residential/Business/Right-of-Way (ROW) Relocation.** The following activities will be performed and documented by a qualified member of the Consultant team, in coordination with the City and the CDOT Region ROW manager (or designee), or Headquarters ROW specialist assigned to the project, in accordance with Title 23 CFR 710:
- a. Review the findings to determine if the design modifications made as part of the Phase I design work require additional technical analysis and/or graphic revisions. Conduct additional analysis to describe those changes and coordinate with other related technical resources.
21. **Transportation Resources**
- a. This scope includes adjustment of the preferred alternative cross-section.
  - b. Synchro and VISSIM analyses have been performed for the preferred alternative, which includes a six-lane cross-section throughout the corridor. Assuming revisions to the cross-section or other design elements, the Consultant will conduct additional traffic modeling to document the impact on capacity and operations, and identification of potential mitigation measures if needed.
  - c. The following tasks are defined for completion of the traffic modeling effort using the VISSIM micro-simulation software:
    - i. Revise VISSIM model elements to reflect the new cross-section or other changes, and extend model limits to include the I-70 eastbound off-ramp.



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- ii. Create RBC controller for the traffic signal at the I-70 off-ramp and add traffic signal elements to the VISSIM model.
  - iii. Revise vehicle routing for vehicles entering the model at either Wadsworth Boulevard north of the study area, or the eastbound I-70 off-ramp.
  - iv. Perform model test runs and adjust model features where needed.
  - v. Perform model QC and revisions.
  - vi. Final model runs, result compilation and reporting of queues, vehicle delay, level of service and travel time.
  - vii. Edit existing documentation for revised operational performance.
22. **Utilities and Railroads.** NA This work was included in Phase I
23. **Section 4(f) and Section 6(f) Evaluation.** Review the Draft Section 4(f) and Section 6(f) Technical Report findings to determine if the design modifications made as part of the Phase I design work require additional technical analysis and/or graphic revisions. This scope includes preparation of an Individual Section 4(f) evaluation for Historical Resources.
24. **Farmlands.** NA This work was included in Phase I
25. **Noise.** Review the draft Noise Technical Report to determine if the design modifications made as part of the Phase I design work require additional technical analysis. Conduct additional analysis and participate in 2 meetings (1 hour each) to describe those changes and coordinate with other related technical resources. Revise final technical report.
26. **Visual Resources.** Review the draft visual resources technical report to determine if the design modifications made as part of the Phase I design work require additional technical analysis. Conduct additional analysis and participate in 2 meetings (1 hour each) to describe those changes and coordinate with other related technical resources. Revise final technical report.
27. **Energy.** NA This work was included in Phase I
28. **Hazardous Materials.** Review the draft Hazardous Materials ISA Technical Report to determine if the design modifications made as part of the Phase I design work require additional technical analysis and/or graphics revisions. Conduct additional analysis to describe those changes and coordinate with other related technical resources. Revise final technical report and coordinate comment review through CDOT and FHWA.
29. **Cumulative Impacts.** Consistent with CEQ regulations, the cumulative effects on resources, ecosystems and human communities will be evaluated for the preferred alternative. The analysis will both list and consider incremental impacts of each alternative in conjunction with past, present, and reasonably foreseeable future actions, no matter which entity (federal, non-federal, local government, or private) is taking or has taken the action; but the analysis should only focus on meaningful effects. Develop the scope of the analysis in consultation with the City, FHWA and CDOT, and, in general, base temporal and spatial boundaries on the natural boundaries of resources of concern and the period of time that the proposed action's impacts will persist. The analysis will be incorporated into the NEPA document, and mitigation measures specific to cumulative impacts, if needed, will be identified.
- Standard FHWA global climate change language is to be incorporated within each cumulative impacts section of the NEPA document.
- F. **NEPA Documentation Process.** Finalize the appropriate NEPA document in accordance with the current provisions of the applicable laws, regulations, and standards.
- 1. **Preliminary Data Submission.** NA This work was included in Phase I
  - 2. **Draft and Final NEPA Document Preparation.** Assign a team leader qualified to (1) coordinate the NEPA process, (2) develop a schedule for document preparation, printing, review, and comment response, (3) coordinate with the Consultant team in the following tasks in coordination
-



with the City, CDOT Region, EPB, and FHWA. The CDOT NEPA Manual specifies the number of copies to be provided for document review for each phase of the NEPA process.

- a. During Phase I, it was determined that the review process to be used for the NEPA document would include 3 rounds of review: the first for the City, the second a concurrent review for the CDOT Region and EPB, the third for FHWA.
- b. After each review cycle, make appropriate revisions to each subsequent version draft NEPA document and relevant technical reports until comments are sufficiently addressed. A review meeting will be held to discuss review comments, if needed.
- c. For the review cycles listed above, prepare a comment/response matrix for each draft NEPA document and relevant technical reports that describes how each comment was addressed. This matrix will be distributed with each version of the draft document and relevant technical reports.
- d. Submit the draft NEPA document to CDOT for signature and routing to FHWA for approval.
- e. Prepare draft NEPA document for distribution and public review.
- f. Provide the following services in coordination with the CDOT Region or EPB specialist [or CDOT Public Relations specialist, as appropriate] and City Public Information Officer:
  - i. Create draft and final text for the public Notice of Availability of the NEPA document and the date, time and location of the public hearing for placement in appropriate local papers.
  - ii. Follow the signature process outlined in the CDOT NEPA Manual.
  - iii. Prepare aspects of the project necessary for public review of the NEPA document and relevant technical reports, including placing the documents in libraries, on the project web site, and with agencies. For public dissemination, the Consultant shall provide an agreed upon number of copies of the signed NEPA document.
  - iv. Compile public comments in determined format by the City PM.
  - v. Make necessary revisions to the final draft NEPA document and/or relevant technical reports based on public hearing comments as agreed to by the City, CDOT and FHWA. The resulting NEPA document and relevant technical reports will be provided to CDOT for distribution and final review, prior to preparing the signature copy. Provide certification that comments have been addressed. The Consultant shall submit a signature copy of the NEPA document and relevant technical reports to CDOT for signatures and routing to FHWA for approval, and then will provide copies of the signed final NEPA document to CDOT.

### 3. **Public Hearing**

- a. Provide the following services, in coordination with the City, CDOT Region and EPB at the closure of the EA process that is currently underway:
  1. Determine location for public hearing and ascertain that facilities are ADA compliant and culturally neutral.
  2. Advertise the public hearing/meeting date and location.
  3. Hire translator, or sign language communicator, as needed.
  4. Provide audio/visual equipment and support for presentations, as needed.
  5. Prepare the graphics/display boards to include, at a minimum, the following features:
    - i. Purpose of and need for project
    - ii. Maps showing alternatives
    - iii. Description of social, environmental and economic impacts

- iv. Design features
- v. Consistency with federal and local plans
- vi. Right-of-way information, acquisition, and construction
- vii. Source and amount of funding
- viii. Location of Section 4(f) properties
- ix. Other project-specific resource impacts as deemed appropriate
- x. Relevant environmental mitigation measures
- xi. Anticipated project schedule and next steps
- xii. How and where the public can provide comments

- 6. Provide a court reporter and prepare a transcript of the public hearing within 10 working days after the public hearing.

**4. *Decision Document (FONSI) Preparation***

- a. Prepare draft decision document (FONSI) and relevant supporting documentation for incorporating comments received at the public hearing/meeting or from the NEPA document public review period.
- b. Submit draft FONSI and relevant supporting documentation to Wheat Ridge, CDOT Region 1, EPB, and FHWA for a total of three reviews.
- c. Coordinate and conduct a draft FONSI and relevant supporting documentation review meeting and modify the draft decision document to respond to comments received. Provide certification that comments have been addressed.
- d. If necessary, re-submit the draft FONSI and relevant supporting documentation for review.
- e. If necessary, modify the draft FONSI and relevant supporting documentation to respond to comments received.
- f. Submit final FONSI and relevant supporting documentation for signature using the signature process outlined in the CDOT NEPA Manual. Make no more than twelve hard copies and provide one electronic version of the final NEPA decision document and relevant supporting documentation.

**- END SECTION 6 -**

## SECTION 7: PRECONSTRUCTION WORK TASK DESCRIPTIONS

The Consultant will perform the tasks included in Section 7, unless otherwise stated.

### A. Project Initiation and Continuing Requirements

1. **Environmental Mitigation and Requirements.** Confirm that mitigation commitments within the NEPA document are incorporated into the project.
2. **Independent Design Review.** An independent design review shall be performed on design accomplished by others that will be incorporated into this project, specifically Wheat Ridge Sanitary District and Wheat Ridge Water District. A report identifying the results of these reviews shall be submitted to the City PM within 1 week of the review.
3. **Identify Design Criteria.** Submit a copy of Appendix B—Specific Design Criteria with the appropriate items included.
4. **Traffic Control.** Consultant field activities that interfere with traffic operations within existing roadways will require control of traffic. The Consultant shall plan and provide required traffic control for the survey, testing, or the design process. Traffic control operations will be in accordance with the MUTCD. The proposed Method for Handling Traffic (MHT) must be submitted to the CDOT PM. Also, certification of the Traffic Control Supervisor as a Worksite Traffic Supervisor by the American Traffic Safety Services Association (ATSSA) or as a Traffic Control Supervisor (TCS) by the Colorado Contractors Association (CCA) shall be required.

*Assume 2 nights of traffic control for surveying.*

5. **Structure Review Meeting.** While the major structural design work is progressing, the Consultant shall meet with the CDOT Structure Reviewer to review the work. These meetings may be in addition to, or in conjunction with, the Project Progress Meetings. The complexity of the structure shall be considered by the CDOT Structure Reviewer to determine the frequency of review meetings. Other required meetings are described in subsequent sections.
6. **Initial Submittals.** NA This work was included in Phase I

### B. Project Development

1. **Survey.** Surveys will be conducted in accordance with the CDOT Survey Manual, the latest addendum thereof, and applicable state statutes. The survey shall be reviewed by the CDOT Region survey unit. Two weeks should be provided in the schedule to review the survey and time should be provided to address comments provided by this review. Design shall not proceed until comments resulting from this review have been satisfactorily addressed.
  - a. **Land Survey/Boundary Survey.** Tie aliquot, property and other land monuments to the control survey. Prepare a Land Survey Control Diagram showing graphical representation of found aliquot, property and land monuments and their relationship to the project control. Tabulate the coordinates and physical description of found monuments and other physical evidence.

*Notes: Preliminary work included in Phase I; updates will be performed.*

- b. **TMOSS (Topographic) Survey.** Collect the data required to produce a planimetric map and submit in TMOSS format. Features located will include, but not be limited to signs, mailboxes, fences, driveways, curb cuts, curbs, sidewalks, and edges of pavements. Horizontal accuracy shall be as specified for a CDOT class C or D TMOSS survey.

*Notes: Two (2) areas need to be re-surveyed because of new improvements (see attached survey limits map):*

- i. The west side of Wadsworth Boulevard between the north side of 35th Avenue to the north side of 38th Avenue for a width of 125 feet from the centerline of Wadsworth Boulevard.

- ii. The new 7-11 parcel at the southeast corner of Wadsworth Boulevard and 38th Avenue for a width of 125 feet from the centerline of Wadsworth Boulevard.
- iii. Since private parcel redevelopment may occur during this Phase II scope, supplemental survey is provided for in item "f": below.
- c. Terrain (Relief or Elevation) Survey. Collect elevation data and submit in TMOSS format. Natural ground elevations shall be as specified.

*Notes: Also includes office time for processing the TMOSS survey, updating the existing planimetric survey and DTM and QA/QC review.*

- d. Utility Survey. Locate utility poles, manholes, valves, pedestals, guy wires, and other visible utility features. Survey underground utilities as marked by the utility companies. Determine invert elevations of manholes and vaults and survey the locations of utilities exposed by "potholing".

Limits of the Utility Survey – Wadsworth Blvd. between W. 35th Avenue and the I-70/76 on-ramp. Utilities within 25' feet of the centerline of the proposed main drainage line will be designated and mapped using the methods below. In addition to the proposed main drainage line, designate 25' either side of the centerline of the estimated 33 proposed drainage crossings and designate a 25' radius around the estimated 28 proposed signal foundations. Subsurface Utility Engineering (SUE)/ASCE 38-02 will be performed by Cardno, Inc. (Cardno) as a subconsultant to WSP.

The following ASCE 38-02 quality levels and scope of work is assumed for the utilities in this Phase:

- Quality Level D: Review work included in Phase I. If unknown lines are discovered, appropriate utility owner(s) will be notified, and a request made to collect additional records and reconcile them.
- Quality Level C: Surface utility features on the topographic plan will be identified. Survey utility appurtenances that fall within the limits described above.
- Quality Level B: After reviewing the Quality Level D and Quality Level C information, utilities within 25' of the centerline of the proposed drainage and within a 25' radius of proposed signal foundations will be mapped to Quality Level B standards which includes:
  - Designating and Marking underground utilities within the project limits using an appropriate suite of surface geophysical methods.
  - The utilities will be marked at maximum 50-foot intervals and at changes in direction.
  - Water lines, force mains, and other non tonable utilities may be able to be located using ground penetrating radar and will be marked as Quality Level B in these areas. When the ground penetrating radar is not effective, these utilities will be marked Quality Level D or Test Holes may be performed to determine the precise location for design.
  - Each utility run will be marked with the appropriate surveying code and number for each mark. This will be noted on field sketches.

- Marking of hose bib lines, irrigation lines, and other such small non-detectable utilities will not be included.
- Storm drains and gravity sewer lines will be excluded at this time as they have been surveyed previously.
- Survey markings that indicate the presence of a subsurface utility. This survey will be to the accuracy and precision dictated by the project's survey control.

Phase I – Diversified Underground, Inc. (a subconsultant to HDR) marked the underground utilities within the survey limits and the Lund Partnership surveyed the marked locations. Invert measurements were obtained from outside of the manhole or inlet.

Phase II – At the locations to be determined by WSP during design, an assumed 40 utility potholes will be performed within the project limits. The Utility Survey including the actual pothole excavation will be performed by Cardno following the FIR. Cardno will also prepare MicroStation DGN files using APWA color codes and quality level per ASCE 38-02. Traffic control costs are included as a part of Cardno's fee proposal.

- e. Material Sources. Survey designated material sources as specified.
- f. Supplemental Surveying. As required and specifically requested.  
*Assume 4 additional areas will require additional or update of the existing survey. Until these areas can be more readily defined, assume 4 weeks of 2-person survey crew time with office support for processing the survey.*
- g. Review by Professional Land Surveyor. The accuracy tests are to be reviewed by the PLS in responsible charge for the project, and submitted to the project engineer and made part of the project records. Further review of aspects of the field and office work shall also be the responsibility of the PLS in responsible charge.

## C. Preliminary Design

### 1. Traffic Engineering.

- a. Develop the geometric layout as determined by output from traffic analysis modeling.
- b. Analyze operational impacts of continuous flow intersection (CFI) design variations that arise during preliminary design. Allow for up to 5 VISSIM model iterations.
- c. Conduct a local traffic analysis for the area along 41<sup>st</sup> Avenue to the west of Wadsworth Boulevard to analyze the impact of moving the signal to 41<sup>st</sup> Avenue.
- d. Layout preliminary striping and traffic signal pole/mast arm locations.
- e. Prepare an overview of major sign layouts through the corridor, with focus on the needs of the CFIs.
- f. Review preliminary design for compatibility with MUTCD, CDOT traffic standards, CDOT access code, UDOT CFI Design Guideline, and other appropriate traffic control design guidance documentation.
- g. Extract and process vehicle composition data for the corridor to develop design for equivalent single axle loads (ESAL).
- h. Prepare and package traffic data, reports, and recommendations for CDOT review.
- i. The proposed design will be reviewed to confirm compatibility with existing signing procedures throughout the preliminary roadway design process.

**2. Existing Structures and Foundation.**

- a. Foundation Investigation Report
  - i. Prepare a Foundation Investigation Request showing requested test hole locations.
  - ii. Formulate drilling pattern, perform the necessary subsurface investigation and collect samples as required.
  - iii. Perform the appropriate laboratory tests and analyze the data. Determine strength, allowable bearing capacity and corrosiveness of foundation material.
  - iv. Perform lateral analyses (deformation, moment, and shear) for the foundations which are subjected to lateral loadings. This may be a computer analysis which will consider the group effect and selection of the soil parameters.
  - v. If appropriate, a pile driving analysis using a wave equation will be accomplished.
  - vi. Submit the Foundation Investigation Report to the City PM and CDOT for approval.
  - vii. Prepare engineering geology plan sheet and copies of the Foundation Investigation Report foundation report with recommendations for type, size, and tip (bottom) elevation of the required foundation. Specify if pre-drilling, pile tip, casing, dewatering, etc., are needed for foundation construction.

**3. Hydrology/Hydraulic Engineering.**

- a. Data Collection and Hydrology
  - i. Establish drainage basin data: delineate and determine size, waterway geometrics, vegetation cover, and land use.
  - ii. Collect historical data: research flood history and previous designs in the project proximity; obtain data from other sources (e.g., Urban Design and Flood Control District, Colorado Water Conservation Board, CDOT Maintenance, and local residents).
  - iii. Select a design storm frequency based on the established criteria.
  - iv. Perform a hydrological analysis using existing studies or approved methods.
  - v. Perform a risk analysis.
- b. Hydraulics
  - i. Perform preliminary design of minor drainage structures:
    - a) Determine locations, sizes, and alignment based on preliminary hydraulic design. Identify locations by highway station or coordinates, as appropriate.
    - b) Determine the allowable headwater.
    - c) Assess the degree of sediment and debris problems to be encountered
    - d) Assess abrasion and corrosion levels based on CDOT Pipe Material Selection Policy.
    - e) Prepare preliminary structure cross-sections and determine elevations, flow lines, slopes and lengths of the structures.
  - ii. Perform preliminary design for Permanent Water Quality (PWQ) Control Measures (CM) and outlet structures with details as needed. Adequate detail should be included in the FIR construction plan set if FIR-level decisions are required with respect to ROW, easements, maintenance, etc., to move to final design.
  - iii. If required, identify and assist City in coordinating potential funding participation of CDOT or other State agencies.
- c. Prepare preliminary construction plans that include:

- i. Drainage Plan Sheets
  - ii. Drainage Detail Sheets as needed
- d. Prepare preliminary Hydraulic Design Report in accordance with the CDOT Drainage Design Manual
  - i. Introduction, Hydrology, Existing Structures, and Design Discussion sections should be close to final at this level. Design Discussion should include CDOT and local criteria the project intends to meet.
  - ii. Recommended design should be preliminary at this level and progress through final design.
  - iii. Design assumptions and related design decisions shall be documented.
  - iv. The Appendix shall contain:
    - a) Drainage basin maps
    - b) Hydrology/hydraulic worksheets
    - c) Drainage construction plan sheets.
    - d) CDOT pipe material selection documentation
    - e) Water Quality report and PWQ worksheets
  - e. Perform internal QA/QC prior to submittal to City PM and CDOT.
- 4. **Environmental—Water Quality**
  - a. Storm Water Management Plan. Initiate a Storm Water Management Plan in accordance with:
    - i. Municipal Separate Storm Sewer Systems (MS4)
    - ii. Colorado Department of Public Health and Environment (CDPHE) Construction Discharge Permit System requirements
    - iii. CDOT Erosion Control and Storm Water Quality Guide
    - iv. City Stormwater Management Plan/Grading, Erosion, and Sediment Control/Erosion Control requirements
    - v. CDOT Standard Specifications
    - vi. CDOT and/or UDFCD Standard Plans
  - b. Prepare preliminary PWQ plans in conjunction with Section 7.C.3.b. of this document.
    - i. Determine PWQ requirements (City MS4 requirements, CDOT requirements, etc.)
    - ii. Develop PWQ alternatives that will meet CDOT and City MS4 requirements
    - iii. Identify ROW requirements and utility impacts for alternatives
    - iv. Identify relevant entities
  - c. Prepare preliminary water quality report as an appendix to the Hydraulic Design Report to include PWQ Evaluation and Tracking Forms, cost estimate for PWQ CMs, etc.
  - d. Conduct a PWQ meeting just prior to FIR to discuss alternatives with CDOT PWQ Specialist/Water Pollution Control Manager, Hydraulics Engineer, and City PM.
  - e. Perform internal QA/QC prior to submittal to City PM and CDOT.
- 5. **Utility Coordination.**
  - a. Location Maps. NA This work included in Phase I



- b. Reviews and Investigations. Conduct field reviews and utility investigations with the CDOT Region Utility Engineer and Utility companies, as required, to obtain correct horizontal and vertical utility data. When possible, this will be done utilizing non-destructive investigative techniques. The horizontal and vertical locations will be shown in the FIR plans and cross-sections. When "potholing" is required, the Consultant shall be responsible for necessary excavations.
  - c. Incorporate utility locations in plans from utility survey.
  - d. Relocation Recommendations. Submit necessary information for the relocation or adjustments of affected utilities to the City PM. The City PM will process the required agreements.
6. **Roadway Design and Roadside Development.** Coordinate design activities with required CDOT specialty units and other outside entities.
- a. Roadway Design
    - i. Input, check, and plot survey data.
    - ii. Verify that a project specific coordinate system approved by CDOT is used to identify the horizontal locations of key points. The coordinate systems used for roadway design and ROW shall be compatible.
    - iii. Revise and check horizontal and vertical alignments against design criteria. Necessary variances and/or design decisions will be identified with justification and concurrence by CDOT and FHWA.
    - iv. Provide alignments, toes of slope and pertinent design features, including permanent and temporary impacts, to the ROW, Utility and Environmental Managers.
    - v. Plot/develop required information on the plans in accordance with applicable CDOT policies and procedures.
    - vi. Using current CDOT software, generate a 3-dimensional design model and produce preliminary quantities.
  - b. Roadside Development. For roadside items including but not limited to, guardrails, delineators, ditches, PWQ CMs, landscaping, sprinkler systems, sound barriers, bike paths, sidewalks, lighting, curb ramps, truck escape ramps, and rest areas provide the following layouts in the plans:
    - i. Critical locations in the plans for irrigation sleeves and other utility conduits underneath the proposed roadways.
    - ii. Coordinate the roadside items with the Storm Water Management Plan (SWMP).
    - iii. Design the trail connection to Clear Creek Trail, the side paths and the multiuse path along Wadsworth Boulevard, including intersection and driveway crossings.
    - iv. Design of bike and pedestrian facilities along Wadsworth Boulevard. Assume up to 2 memoranda.
7. **Major Structural Design.** Major structures are retaining walls with a total length greater than one hundred feet and a maximum exposed height at sections of over five feet. This length is measured along centerline of roadway for bridges and culverts, and along the top of wall for retaining walls. Overhead sign structures (sign bridges, cantilevers, and butterflies extending over traffic) are also major structures, but are exempt from the structure preliminary design activity defined in this scope of work.

Structural design will be for elements listed in Table 1.

**Table 1: Conceptual Phase Retaining Walls**

Wall Name	Approximate Beginning/Ending Station	Cut/Fill	Approximate wall length (ft.)	Length Tail Adjustment (ft.)	Maximum Exposed Height (FT)	Pedestrian Railing (Y/N)
1W	54+50 to 55+60	Fill	110	0	1.5	Y
2W	56+90 to 57+60	Fill	70	0	1.75	Y
3W	72+40 to 74+60	Cut	220	110	7.5	N*
4W	75+50 to 78+40	Fill	290	40	2	Y
1E	38+20 to 41+20	Fill	300	0	2.5	Y
2E	41+90 to 44+30	Fill	240	0	2.5	Y
3E	58+00 to 60+60	Fill	260	0	3.25	Y
4E	74+90 to 75+70	Cut	80	40	18	N*
* Fence along the top of the wall.						

There are locations where an integral curb will be required. These locations are not included in the above table. The table also does not include walls for the sidewalk/trail connections at the north end of the project. A preliminary type selection report was included in Phase I. Up to 4 sound walls may be included. Note that design and layout of sound walls will not be included in the structure selection or FIR project phases.

**a. Structural Data Collection**

- i. Obtain the structure site data. The following data, as applicable, shall be collected: typical roadway section, roadway plan and profile sheets showing alignment data, topography, utilities, preliminary design plan, ROW restrictions, preliminary hydraulics and geology information, environmental constraints, lighting requirements, guardrail types, recommendations for structure type, and architectural recommendations.
- ii. Obtain data on existing structures. When applicable, collect items such as existing plans, inspection reports, structure ratings, foundation information, and shop drawings.

**b. Structure Selection and Layout for Major and Minor Retaining Walls**

- i. Develop a Wall Selection Memo for Major Wall Structures. The criteria to be considered in the Wall Selection Memo will be as outlined in CDOT's LRFD Bridge Design Manual, Section 2.10.4.1
- ii. Develop and submit the final retaining wall preliminary designs. Obtain approval from the City and CDOT.

- iii. To obtain supporting information, initiate the foundation investigation as early as possible during the preliminary design phase.
- iv. Develop the staged construction phasing plan, as necessary for traffic control and detours, in conjunction with the parties performing the roadway design and traffic control plan. The impact of staged construction on the structure alternatives shall be considered and reported on.
- v. Update preliminary quantities and preliminary cost estimates as necessary to evaluate and compare the retaining wall types.
- vi. Update preliminary general layout for the retaining walls in accordance with current standards. Update Special detail drawings and a detailed preliminary cost estimate shall accompany the general layout. The special detail drawings shall include architectural treatment. Perform an independent design and detail check of the general layout.
- c. **Foundation Investigation Request.** Initiate the foundation investigation as early in the preliminary design phase as is practical. On plan sheets showing the project control line, its stations and coordinates, utilities, identify the test holes needed and submit them to the project geologist. The available general layout information for the new structure shall be included in the investigation request.
- 8. **Construction Phasing Plan.** Develop preliminary construction phasing for the duration of construction activities and identify detour routes.
- 9. **Preparation for the Field Inspection Review (FIR).**
  - a. Coordinate, develop, and compile the plan inputs from CDOT Specialties: materials, hydraulics, traffic, ROW, environmental and water quality, and Staff Bridge.
  - b. If a major structure is included in the project, including a PWQ CM, a general layout (which has been accepted by CDOT) will be included in the FIR plans.
  - c. Prepare the preliminary cost estimate for the work described in the FIR plans base on estimated quantities.
  - d. CDOT form 1048—project scoping procedures completion checklist.
- 10. **Field Inspection Review.**
  - a. Attend the FIR.
  - b. The FIR meeting minutes shall be prepared by the Consultant PM, approved by the City PM and CDOT PM, and distributed per the City.
  - c. The FIR original plan sheets shall be revised/corrected in accordance with the FIR meeting comments within 30 working days.
  - d. Update/correct FIR plans based in accordance with FIR meeting notes.
- 11. **Post-FIR Revisions.** The Consultant will make the revisions required by the FIR before advancing to Final Design.
  - a. Update project schedule.
  - b. Coordinate activities.
  - c. Finalize design decisions, variances, justification process, and traffic signal warrants.

#### D. Final Design

##### 1. Traffic Engineering

- a. Prepare and provide permanent signing/pavement marking design plan sheets. Plans may include special signs for CFIs and bicycle facilities. Prepare tabulations and quantities of traffic control devices.

- b. Prepare designs for special signs and guide signs. Develop associated sign layout sheets. Undertake wind load analysis design for Class III signs.
  - c. Prepare signal plan sheets with intersection condition diagrams and required traffic signal design. Prepare 1-inch to 20-foot scale intersection plan sheet for the 3 intersections which will have a traffic signal designed for it, including Wadsworth/38th and associated CFI crossover signals, Wadsworth/41st, and Wadsworth/44th and associated crossover signals. Signal designs include provision of controlled pedestrian facilities at three CFI crossover locations. Signal designs may include special pole and/or mast arm designs for CFIs.
  - d. Develop opening day signal timing AM, PM, Midday, and Evening.
  - e. Analyze operational impacts of CFI design variations that arise in final design. Allow for up to 3 VISSIM model iterations.
2. **Permits.** This activity is concurrent with final design and permits must be obtained prior to the advertisement for construction. Coordinate between the agencies, the CDOT Region Environmental Manager and the City PM and prepare and submit application and design information to the CDOT Region Environmental Manager for the following permits:
- a. 401 Permit Process (Water Quality Certification)
  - b. 402 Permit Process (Point Source Discharge)
  - c. 404 Permit Process (Individual Dredge and Fill)
    - i. Determine impacts
    - ii. Coordinate with the U.S. Army Corps of Engineers, CDOT Region and Staff Design
    - iii. Incorporate permit stipulations into the final plans
  - d. Wildlife Certification
  - e. CDPS or NPDES Storm Water Permit for Construction Activities
3. **Structures.** Obtain approval of the Foundation Investigation Report from the City PM.
4. **Geotechnical Engineering Investigation**
- a. Thirteen (13) borings for the proposed retaining walls. The estimated average depth of these borings is about 20 feet below existing grade.
  - b. Two (2) borings for the proposed noise walls. The estimated average depth of these borings is about 40 feet below existing grade.
  - c. Four (4) borings for the proposed sign structures. This includes two commercial sign structures as well as a sign bridge structure at the on-ramp to I-70. The estimated average depth for these borings is about 40 feet below existing grade.
  - d. Twelve (12) borings for proposed signal locations. It was assumed that 2 soil borings would be required at intersections with more than 4 traffic signals, and 1 soil boring would be required at intersections with 2 traffic signals. The estimated average depth of these borings is about 30 feet below existing grade.
  - e. Two (2) borings to verify pavement soil conditions assumed for pavement design on Wadsworth Boulevard near Johnson Park. The estimated depth of these borings is 10 feet below existing grade.
  - f. Assumptions for drilling:
    - i. The borings can be drilled within City or CDOT ROW.
    - ii. If borings will not be located within City or CDOT ROW, access to the boring locations and permission to enter private property will be provided by HDR.
    - iii. The borings will be accessible by a truck mounted drill rig.

- iv. Drilling can be accomplished using auger drilling techniques.
- v. Boreholes will be backfilled using cuttings from the boreholes and excess cuttings can be spread adjacent to the boreholes. If boreholes are drilled through pavement or sidewalk, they will be patched with high strength grout.
- vi. Traffic control will be required during drilling for the proposed pavement borings on Wadsworth Boulevard, and the proposed sign bridge at the I-70 on-ramp.
- g. Permits will be obtained from the City and CDOT, and utility locates will be arranged prior to drilling.
- h. Boring locations and elevations will be surveyed by Lund.
- i. Representative soil samples will be obtained from each boring typically at a 5-foot interval using a modified California sampler or a standard split spoon sampler.
- j. Laboratory tests will be performed on samples obtained from the borings to evaluate pertinent engineering properties. The laboratory tests may include classification, moisture/density, swell/consolidation, R-value, pH, resistivity, water soluble sulfates, and water-soluble chlorides.
- k. A draft final geotechnical report will be prepared which will summarize the results of the subsurface investigation and present draft geotechnical engineering recommendations for design and construction of the proposed sign structure at I-70, proposed walls, and proposed signal foundations. The report will include the following:
  - i. Descriptions of the existing soil, groundwater, and/or bedrock conditions encountered.
  - ii. Logs of the exploratory borings and results of the laboratory testing.
  - iii. Geotechnical engineering recommendations for retaining walls and foundation recommendations for the proposed sign bridge at the I-70 on-ramp.
  - iv. Geotechnical construction considerations.
- l. Exclusions:
  - i. Surveying the as-drilled boring locations.
  - ii. Access agreements to get to boring locations on private property.
  - iii. Design recommendations for commercial sign structures.
  - iv. Retaining wall plans sheets.
  - v. Surface drainage and construction phasing.
  - vi. Environmental monitoring during drilling and environmental sampling and testing of soil and water.

## **5. Hydrology/Hydraulic Engineering**

- a. Data Review. Review data and information developed under the Preliminary Hydraulic Investigation and update in accordance with decisions made at the FIR.
- b. Hydraulics
  - i. Review data and information developed under the preliminary hydraulic investigation and update per FIR decisions.
  - ii. Perform final design for minor drainage structures.
    - a) Finalize horizontal and vertical locations and sizes for drainage structures based on hydraulic design. Update locations in construction plans by highway station or coordinates, as appropriate.

- b) Make final recommendations for pipe material based on CDOT Pipe Material Selection Policy guidelines. Document recommendations in a letter with supporting design information.
    - c) Finalize structure cross-sections and profiles to determine the elevations, flow lines, slopes and lengths of structures.
  - iii. Perform final structure design and detailing for up to 4 special junction structures for major storm sewer system under Wadsworth Boulevard.
- c. Prepare final construction plans in accordance with requirements in the CDOT Drainage Design Manual
  - i. Drainage Notes
  - ii. Drainage Tabulation Sheets
  - iii. Drainage Plan Sheets
  - iv. Drainage Profile Sheets
  - v. Drainage Detail Sheets
  - vi. Bridge Hydraulic Information Sheets
- d. Prepare a Final Hydraulic Design Report in accordance with the requirements of the CDOT Drainage Design Manual.
  - i. Review data and information in the Preliminary Hydraulic Design Report and update in accordance with decisions made at FIR
  - ii. Finalize sections of the report. Design assumptions and related design decisions shall be documented in the report.
  - iii. Provide a .PDF copy of the Final Hydraulic Design Report to the CDOT PM for disbursement to appropriate parties.
  - iv. Incorporate floodplain and floodway information into the plan sheets.
  - v. Provide digital linework from drainage and floodplain analysis in GIS Shapefiles, AutoCAD/Civil3D drawings, or MicroStation/InRoads drawings. AutoCAD or MicroStation drawings must be compressed into a single drawing. Surfaces (DTMs, TINs, Rasters, etc.) must be separated and labeled clearly for archiving and rediscovery.
- e. Prepare Final Floodplain Report
  - i. Include the Floodplain Information Sheet in 11x17 pages or smaller, and other hydraulic mapping information relevant to requisite permits and certifications.
  - ii. List and identify applicable ordinance or code, and describe how those specific standards were addressed and resolved.
  - iii. Discuss alternatives analyzed, analysis results, recommendations, and final design direction.
  - iv. Record relevant current effective floodplain information, like community number, panel number(s), effective date(s), waterway names, cross-sections, Base Flood Elevations (BFE), and contact name and information for local floodplain administrators contacted for the project.
  - v. Provide a copy of approved floodplain development permits and no-rise certifications.
  - vi. Identify construction and as-built stipulations required from approved permits and certifications.
  - vii. Provide background survey information on 11x17 page or smaller.

- viii. Identify future actions required prior to CDOT project close-out.
  - f. Perform internal QA/QC prior to submittal to CDOT.
- 6. **Environmental—Water Quality**
  - a. Storm Water Management Plan. Initiate a Storm Water Management Plan in accordance with:
    - i. Municipal Separate Storm Sewer Systems (MS4)
    - ii. CDPHE's Construction Discharge Permit System requirements
    - iii. CDOT's Erosion Control and Storm Water Quality Guide
    - iv. City Stormwater Management Plan/Grading, Erosion, and Sediment Control/Erosion Control requirements
    - v. CDOT Standard Specifications
    - vi. CDOT Standard Plans
    - vii. Other appropriate documents
  - b. Permanent Water Quality
    - i. Finalize PWQ design to meet CDOT and City MS4 requirements.
    - ii. Coordinate with entities regarding ownership and maintenance responsibilities for PWQ CMs.
  - c. Prepare a Final PWQ report as an appendix to the Final Hydraulic Design Report.
  - d. Conduct a PWQ meeting just prior to FOR to discuss documentation of PWQ with CDOT PWQ Specialist/Water Pollution Control Manager, Hydraulics Engineer, and City PM.
  - e. Prepare Final Floodplain Report.
    - i. Provide a copy of approved floodplain development permits and no-rise certifications.
    - ii. Provide background survey information on 11x17 page or smaller.
    - iii. Identify future actions required prior to CDOT project close-out.
  - f. Perform internal QA/QC prior to submittal to CDOT.
- 7. **Utility Coordination.** Following the finalization of the roadway horizontal alignment and profile grade and the horizontal and vertical location of drainage structures, sewers, and other underground structures, coordinate with the Utility Engineer to identify and resolve conflicts to finalize utility clearances.
  - a. Prepare and provide final utility plans.
    - i. The final utility plans shall be prepared following the resolution of the FIR comments, the completion of the final hydraulic design, and the completion of the design.
    - ii. The final utility plans shall include horizontal and vertical locations of the existing and proposed utilities and other details which would indicate possible utility conflicts.
    - iii. The new or revised utility locations will be added to the plan topography. Conflicts will be resolved and appropriate pay items and specifications added, if required, to adjust utilities.
- 8. **Roadway Design and Roadside Development**
  - a. Roadway design. Prepare and provide final roadway design plans incorporating input from applicable CDOT specialties and outside entities.



- b. Roadside design. Designing the trail connection to Clear Creek Trail, the side paths, and the multiuse path along Wadsworth Boulevard, including intersection and driveway crossings.
- c. Landscaping
  - i. Field Inspection Review (FIR – 30% Plans)
    - a) Provide graphically represented concept design (up to 3 options) for streetscape and median design. The City will select landscape design direction prior to 90% FOR.
    - b) Provide graphic support for public meetings, including streetscape (tree lawn and median planting design), as well as retaining wall aesthetic treatments.
    - c) Coordinate with roadway design, trail connection, retaining wall design, and irrigation design.
    - d) Review landscape cost estimate and provide feedback/input.
    - e) Provide 30% level plans for tree lawn and median design within site boundary.
    - f) Provide draft outline landscape specifications.
    - g) Coordinate with roadway design, trail connection, retaining wall design and irrigation design.
  - ii. FOR Review (FOR 90% Plans)
    - a) Provide 90% level plans for tree lawn and median design within site boundary.
    - b) Provide written specifications in CDOT format.
    - c) Coordinate with roadway design, trail connection, retaining wall design and irrigation design.
  - iii. Final Construction Documents
    - a) Provide stamped construction documentation (by licensed CO Landscape Architect) for landscape design within site boundary.
    - b) Provide written landscape specifications in CDOT format.
    - c) Coordinate with roadway design, trail connection, retaining wall design and irrigation design.
  - iv. Assumptions for Landscaping
    - a) Irrigation design to be provided by Hydrosystems, as sub to HDR.
    - b) Public art selection and/or design are excluded. Consultant's participation is not in this scope of work.
    - c) Landscape design work includes Final Design from 35th to I-70
    - d) Participation in public meetings is excluded.
- d. Lighting plans
  - i. After approval of the locations of the proposed lights, the lighting design will be developed with the following information shown on the plan sheets:
    - a) Circuit type and voltage of power source
    - b) Location of power source (coordinated with the utility engineer)
    - c) Luminaire type and lumens
    - d) Light standard type and mounting height (Consistent with current corridor lighting)
    - e) Bracket arm type and length



- f) Foundation details
    - g) Size and location of electrical conduit
    - h) Locations of power sources(s)/lighting control center(s) (if appropriate)
    - i) Location of direct burial cable
    - j) Size of wiring and/or direct burial cable
  - ii. Coordinate with local entities.
- 9. **Final Major Structural Design.** During the conduct of this activity, the Consultant shall participate in structural review meetings with the CDOT Structural Reviewer.
  - a. Structure final design of major and minor retaining walls listed in **Error! Reference source not found.**, sound walls, and overhead sign structure listed in **Section 7, paragraph C.7.**
    - i. Perform the structural analysis. Provide major and minor retaining wall and sound wall design with design notes, detail notes, and computer outputs.
    - ii. Perform final design check from design and detail notes.
  - b. Preparation of structure plans and specifications.
    - i. Prepare and provide the Structural Plans and Specifications for major and minor retaining walls listed in Table 1, including revisions identified during the independent check.
    - ii. Prepare structural special provision for relocation of 2 commercial signs.
    - iii. Develop Layout sheet for sign bridge replacement listed in **Section 7, paragraph C.7** using CDOT M-Standard overhead sign structure.
    - iv. Prepare and provide the Structural Plans and Specifications for sound walls, including revisions identified during the independent check.
  - c. Independent design, detail and quantity check.
- 10. **Construction Phasing Plan.**
  - a. Develop construction phasing for final design.
  - b. Prepare detour plans for up to five side street temporary closures.
  - c. Identify appropriate standard CDOT traffic control plans, and prepare construction traffic control quantities.
- 11. **Preparation for the Final Office Review (FOR)**
  - a. Coordinate the packaging of the plans.
    - i. Collect plans from design elements and collate the plan package. Include items listed in the Project Development Manual.
    - ii. Calculate plan quantities and prepare the tabulations and Summary of Approximate Quantities.
  - b. In addition to the plan sheets, the special provisions will be provided. This will consist of unique Project Special Provisions which have to be written specifically for items, details, and procedures not adequately covered by CDOT's Standard Specifications and Standard Special Provisions. Also, a list of the Standard Special Provisions which are applicable to the project will be prepared. The Project Special Provisions will be provided in the CDOT format and submitted with the project plans. Appropriate mitigation commitments made within environmental documents should be included in the plans and specifications.

*Develop list of Standard Special Provisions—Traffic*

*Prepare Project Special Provisions—Traffic*

- c. Prepare FOR Estimate. Item numbers, descriptions, units and quantities will be listed and submitted to the City PM.
- d. Submit the FOR Plans and specifications (originals) to the City PM for a preliminary review prior to the FOR.
- e. FOR plan reproduction not to exceed 8 of sets

**12. Final Office Review**

- a. Attend the FOR.
- b. The FOR meeting minutes will be prepared, approved, and distributed within 2 weeks of the meeting per the City.
- c. The FOR original plan sheets and the specifications will be revised in accordance with the FOR meeting comments and submitted to the City PM within 4 weeks after the FOR.
- d. Submit the final revision of the plans after CDOT review.

**E. PRIOR TO AD**

- 1. **Construction Plan Package.** The bid plan construction contract package shall consist of the revised FOR plans and will completely describe the work required to build the project including project special provisions and detailed quantities.
  - a. Electronic and hard copies of the following:
    - i. Roadway
      - a) Horizontal and vertical data
      - b) Staking data
      - c) Earthwork quantities
      - d) Cross-sections
    - ii. Major structures. An independent set of the following shall be submitted to the CDOT Structural Reviewer for each major structure.
      - a) Structure grades
      - b) Structure geometry
  - b. Final engineering package. Submit 2 copies, in 3-ring binders of the following:
    - i. Project calculations or worksheets
    - ii. Final reports and their approvals: Traffic, hydraulics, lighting, pavement design and economic analysis, geology foundation report, etc. Reports will have the latest revisions included.
    - iii. Copies of variances, design decisions, and variance approvals.
    - iv. Project meeting minutes.
    - v. Utility clearance package.
    - vi. Utility agreements and information regarding the utility location and clearance conditions.
    - vii. An environmental mitigation tracking tool for environmental document commitments.
    - viii. Other information unique to this project and deemed important to the effectiveness of construction.

- c. Record plan sets. Three record plan sets for final design of roadways and structures will be produced which will bear the seal and signature of the responsible Consultant Engineer on each sheet. One set will be retained by the Consultant for 3 years. Two sets will be submitted to CDOT. The original plan drawings will not bear a seal.

## PROJECT COST WORKSHEET (COST PLUS FIXED FEE)

Project Number			
Location			
Firm Name	HDR Engineering, Inc.	Contract:	OLA#:
Name of Preparer		Phone no.	
Scope of Work Date			
Type of Proposal:	COST PLUS FIXED FEE		
	Contract Term:		

1A. LABOR RATES		DIRECT SALARY COST/HOUR	INDIRECT COST (%)	MULTIPLIER	LABOR RATE \$/HOUR
EMPLOYEE NAME	EMPLOYEE CLASSIFICATION	( a )	( b )	( c )	( d )
Office Personnel					
Acosta, Samuel D	Engineer I	\$ 33.35	148.91	2.4891	\$ 83.01
Baker, Gregory R	Planner I	\$ 37.00	148.91	2.4891	\$ 92.10
Beazley, Philip S	Project Manager II	\$ 58.45	148.91	2.4891	\$ 145.49
Beermann, Cristina Marie	Administrative Assistant II	\$ 22.75	148.91	2.4891	\$ 56.63
Bettale, Tara Lynn	Project Manager I	\$ 44.06	148.91	2.4891	\$ 109.67
Blackwell, Elizabeth A	Environmental Scientist II	\$ 36.75	148.91	2.4891	\$ 91.47
Blackwell, William C	Project Manager III	\$ 59.96	148.91	2.4891	\$ 149.25
Brownlee, Sirena T	Environmental Scientist III	\$ 47.69	148.91	2.4891	\$ 118.71
Conley, Susan R	Accountant	\$ 31.05	148.91	2.4891	\$ 77.29
Flick, Michael T	Project Manager II	\$ 54.19	148.91	2.4891	\$ 134.88
Freeman, Darin A	Project Manager III	\$ 69.06	148.91	2.4891	\$ 171.90
Grant, Michael A	Project Manager II	\$ 59.75	148.91	2.4891	\$ 148.72
Han, Ui (Ben)	CADD Technician II	\$ 25.00	148.91	2.4891	\$ 62.23
Hobbs, Daryn R	Engineer II	\$ 41.00	148.91	2.4891	\$ 102.05
Islam, Mohammed Shafiqul	Engineer II	\$ 40.47	148.91	2.4891	\$ 100.73
Jones, Lorena G	Planner II	\$ 46.15	148.91	2.4891	\$ 114.87
Liebsch, Edward J	Engineering VP	\$ 86.91	148.91	2.4891	\$ 216.33
Longsdorf, Jason M	Project Manager IV	\$ 77.39	148.91	2.4891	\$ 192.63
McAfee, Virginia L	Engineering VP	\$ 110.94	148.91	2.4891	\$ 276.14
Mertes, Peter L	Engineering VP	\$ 91.17	148.91	2.4891	\$ 226.93
Millar, David S	Engineering VP	\$ 88.80	148.91	2.4891	\$ 221.03
Munch, Stephanie A	Contract Administrator	\$ 26.05	148.91	2.4891	\$ 64.84
Nesbitt, Kaia M	Engineering VP	\$ 87.11	148.91	2.4891	\$ 216.83
Olson, Kira E	Planner I	\$ 29.00	148.91	2.4891	\$ 72.18
Parsons, Michael J	Project Manager II	\$ 54.00	148.91	2.4891	\$ 134.41
Powers II, Terrance L	Project Manager III	\$ 62.75	148.91	2.4891	\$ 156.19
Primus, Christopher J	Project Manager IV	\$ 77.43	148.91	2.4891	\$ 192.73
Roberts, Jeffrey A	Project Manager I	\$ 48.85	148.91	2.4891	\$ 121.59
Schawo, Elisabeth R	CADD/Designer Supervisor	\$ 41.75	148.91	2.4891	\$ 103.92
Sobol, Michael D	GIS III	\$ 35.39	148.91	2.4891	\$ 88.09
Speck, Mary V	Planner III/Manager	\$ 59.07	148.91	2.4891	\$ 147.03
Staten, Elizabeth V I	Project Manager III	\$ 64.69	148.91	2.4891	\$ 161.02
Tieszen, Brooklyn Addison	Environmental Scientist I	\$ 24.43	148.91	2.4891	\$ 60.81
Vance, Anessa M	EIT II	\$ 31.20	148.91	2.4891	\$ 77.66
Wallach, Wendy A	Project Manager III	\$ 64.60	148.91	2.4891	\$ 160.80
Weismiller, Kathryn C S	Planner II	\$ 41.30	148.91	2.4891	\$ 102.80
Whitney, Alexander G	Project Manager IV	\$ 79.73	148.91	2.4891	\$ 198.46
Wickert, Todd D	Project Manager I	\$ 44.48	148.91	2.4891	\$ 110.72

1B. LABOR COSTS		LABOR RATE \$/ HOUR	ESTIMATED NUMBER OF WORK HOURS	ESTIMATED COST PER EMPLOYEE
EMPLOYEE NAME	EMPLOYEE CLASSIFICATION	( d )	( e )	
Office Personnel				
Acosta, Samuel D	Engineer I	\$ 83.01	388.00	\$ 32,207.88
Baker, Gregory R	Planner I	\$ 92.10	290.00	\$ 26,709.00
Beazley, Philip S	Project Manager II	\$ 145.49	32.00	\$ 4,655.68
Beermann, Cristina Marie	Administrative Assistant II	\$ 56.63	295.00	\$ 16,705.85
Bettale, Tara Lynn	Project Manager I	\$ 109.67	119.00	\$ 13,050.73
Blackwell, Elizabeth A	Environmental Scientist II	\$ 91.47	36.00	\$ 3,292.92
Blackwell, William C	Project Manager III	\$ 149.25	24.00	\$ 3,582.00
Brownlee, Sirena T	Environmental Scientist III	\$ 118.71	30.00	\$ 3,561.30
Conley, Susan R	Accountant	\$ 77.29	57.00	\$ 4,405.53
Flick, Michael T	Project Manager II	\$ 134.88	381.00	\$ 51,389.28
Grant, Michael A	Project Manager II	\$ 148.72	80.00	\$ 11,897.60
Han, Ui (Ben)	CADD Technician II	\$ 62.23	236.00	\$ 14,686.28
Hobbs, Daryn R	Engineer II	\$ 102.05	456.00	\$ 46,534.80
Hochhalter, Teichrow J	Engineer I	\$ 79.58	0.00	\$ -
Hocrath, Alicia D	Project Coordinator I	\$ 77.31	0.00	\$ -
Hollon, Josh M	Project Manager III	\$ 171.77	0.00	\$ -
Hooper, Joshua S	Project Manager III	\$ 157.19	0.00	\$ -
Hopkins, Tyler	EIT II	\$ 79.00	0.00	\$ -

## EXHIBIT B

Hotop, Breanna K	GIS II	\$	61.70	0.00	\$	-
Howard, Christopher	EIT III	\$	88.99	0.00	\$	-
Howell, Jennie X	Project Manager III	\$	156.14	0.00	\$	-
Howell, Thomas D	Engineer IV	\$	144.14	0.00	\$	-
Hymas, Darren K	Project Manager IV	\$	178.39	0.00	\$	-
Ingunza, Alison E	Project Coordinator I	\$	67.78	0.00	\$	-
Islam, Mohammed Shafiqui	Engineer II	\$	100.73	1368.00	\$	137,798.64
Jones, Lorena G	Planner II	\$	114.87	144.00	\$	16,541.28
Liebsch, Edward J	Engineering VP	\$	216.33	24.00	\$	5,191.92
Longsdorf, Jason M	Project Manager IV	\$	192.63	381.00	\$	73,392.03
McAfee, Virginia L	Engineering VP	\$	276.14	58.00	\$	16,016.12
Mertes, Peter L	Engineering VP	\$	226.93	259.00	\$	58,774.87
Millar, David S	Engineering VP	\$	221.03	120.00	\$	26,523.60
Munch, Stephanie A	Contract Administrator	\$	64.84	57.00	\$	3,695.88
Nesbitt, Kaia M	Engineering VP	\$	216.83	88.00	\$	19,081.04
Olson, Kira E	Planner I	\$	72.18	52.00	\$	3,753.36
Parsons, Michael J	Project Manager II	\$	134.41	22.00	\$	2,957.02
Powers II, Terrance L	Project Manager III	\$	156.19	24.00	\$	3,748.56
Primus, Christopher J	Project Manager IV	\$	192.73	16.00	\$	3,083.68
Roberts, Jeffrey A	Project Manager I	\$	121.59	555.00	\$	67,482.45
Schawo, Elisabeth R	CADD/Designer Supervisor	\$	103.92	638.00	\$	66,300.96
Sobol, Michael D	GIS III	\$	88.09	218.00	\$	19,203.62
Speck, Mary V	Planner III/Manager	\$	147.03	112.00	\$	16,467.36
Staten, Elizabeth V I	Project Manager III	\$	161.02	177.00	\$	28,500.54
Tieszen, Brooklyn Addison	Environmental Scientist I	\$	60.81	812.00	\$	49,377.72
Vance, Anessa M	EIT II	\$	77.66	692.00	\$	53,740.72
Wallach, Wendy A	Project Manager III	\$	160.80	134.00	\$	21,547.20
Weismiller, Kathryn C S	Planner II	\$	102.80	472.00	\$	48,521.60
Whitney, Alexander G	Project Manager IV	\$	198.46	328.00	\$	65,094.88
Wickert, Todd D	Project Manager I	\$	110.72	6.00	\$	664.32
				<b>9181.00</b>		

<b>2. FEE</b>	<b>10.00%</b>	<b>TOTAL LABOR</b>	<b>\$ 1,040,138.22</b>
<b>FCCM - Office</b>	<b>0.3980%</b>	<b>FIXED FEE</b>	<b>\$ 104,013.82</b>
<b>FCCM - Field</b>	<b>0.2614%</b>		<b>\$ 1,663.16</b>
			<b>\$ -</b>
		<b>TOTAL</b>	<b>\$ 1,145,815.20</b>

3A. OTHER DIRECT COST RATES (IN-HOUSE)*:	ESTIMATED UNITS	UNIT RATES	ESTIMATED COST
ITEM			
Mileage	1041	\$ 0.480	\$ 499.68
*Prior Approval from CDOT Project Manager required		SUBTOTAL	\$ 499.68

3B. OTHER DIRECT COSTS (OUTSIDE)*:	ESTIMATED UNITS	UNIT RATES	ESTIMATED COST
ITEM			
Overnight/Curriers		Actual Cost	\$ -
Outside Reproduction		Actual Cost	\$ 900.00
Airfare & Travel		Actual Cost	\$ -
Per Diem Meals	0	\$0.00	\$ -
Per Diem Lodging	0	\$0.00	\$ -
Long Term Lodging	0	\$0.00	\$ -
Other		Actual Cost	\$ 100.00
*Prior Approval from CDOT Project Manager required		SUBTOTAL	\$ 1,000.00
		<b>ODC TOTAL</b>	<b>\$ 1,499.68</b>

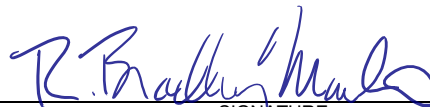
4A. OUTSIDE SERVICES RATES (SUBCONSULTANTS)	ESTIMATED COST
ITEM	
The Lund Partnership	\$ 91,320.49
Toole Design Group	\$ 93,366.35
WSP USA, Inc.	\$ 718,071.83
Yeh & Associates, Inc.	\$ 86,856.57

4B. OUTSIDE SERVICES (VENDORS)*:	ESTIMATED COST
ITEM	
Hydrosystems	\$ 8,000.00

*Prior Approval from CDOT Project Manager required		<b>TOTAL OUTSIDE SERVICES</b>	<b>\$ 997,615.24</b>
		<b>TOTAL HDR SERVICES</b>	<b>\$ 1,147,314.88</b>
		<b>TOTAL ESTIMATED COST</b>	<b>\$ 2,144,930.12</b>

I am a representative of HDR Engineering, Inc., duly authorized to contractually bind the firm. My signature below constitutes formal agreement (without further signature) to a Task Order, which is issued by the State pursuant to the terms of this Task Order Proposal, without substantive change. I also declare that to the best of my knowledge the wage rates and other factual unit rates supporting the compensation to be paid by the Department for the professional services on this document are accurate, complete, and current at the time of contracting, and include no unallowable or duplicate costs.

\_\_\_\_\_  
R. Bradley Martin, Sr. Vice President  
TYPED NAME



\_\_\_\_\_  
SIGNATURE

2014-08-15

\_\_\_\_\_  
DATE

**REQUEST FOR CITY COUNCIL ACTION**

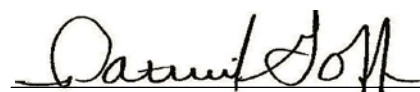
**TITLE: RESOLUTION NO. 52-2018 - A RESOLUTION APPROVING A SECOND AMENDMENT TO THE CITY OF WHEAT RIDGE GOLD LINE CORRIDOR LOCAL AGENCY INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL TRANSPORTATION DISTRICT, TRANSFERING OWNERSHIP OF THE REGIONAL STORMWATER POND AND OUTFALL FROM THE REGIONAL TRANSPORTATION DISTRICT TO THE CITY**

☐ PUBLIC HEARING  
☐ BIDS/MOTIONS  
☒ RESOLUTIONS

☐ ORDINANCES FOR 1<sup>ST</sup> READING  
☐ ORDINANCES FOR 2<sup>ND</sup> READING

QUASI-JUDICIAL: ☐ YES ☒ NO

  
Public Works Director

  
City Manager

**ISSUE:**

A second amendment to the Gold Line Corridor Local Agency Contribution intergovernmental agreement (IGA) is required between the Regional Transportation District (RTD) and the City concerning the transfer of ownership, from RTD to the City, of a regional stormwater pond constructed to serve the Gold Line Commuter Rail System.

**PRIOR ACTION:**

On April 25, 2011, the City Council approved an IGA with RTD for funding the City's local match for the FasTracks Gold Line project. The IGA required the City to construct a portion of a related regional storm sewer system, the Ridge Road Tributary Outfall (RRTO). This system is located in the southern portion of the RTD railroad right-of-way from Ward Road to the City boundary east of Simms Place. This IGA also required RTD to construct a regional stormwater pond on the vacant land south of Ridge Road and west of the Xcel substation. RTD was also responsible for constructing the RRTO downstream of the regional pond to an existing box

culvert referred to as the Arvada Channel Outfall, included as part of the Columbine Basin Storm Sewer System.

On May 23, 2011, the City Council approved an IGA, followed by an amendment on April 12, 2012 with the City of Arvada and the Urban Drainage and Flood Control District (UDFCD), concerning the construction of both Cities' portions of the RRTO along the Gold Line corridor.

On December 8, 2014, the City Council approved an IGA with RTD and UDFCD, followed by an amendment on February 9, 2015, to construct the City's portion of the Arvada Channel Outfall between Miller and Oak Streets.

**FINANCIAL IMPACT:**

With the transfer of ownership, the City will be responsible for maintenance of the Regional Stormwater Pond. The pond has been constructed to meet UDFCD maintenance standards, such that when ownership of the pond is transferred, the City can request assistance from UDFCD to maintain the pond. UDFCD has expressed willingness to add this pond to their list of maintenance responsibilities.

**BACKGROUND:**

The 1994 Columbine Basin Outfall Systems Planning Study identified many improvements within the Basin, covering the portion of the City north of Interstate 70. UDFCD, in cooperation with the City of Arvada, constructed the Arvada Channel downstream of Miller Street, with the latest addition being a box culvert, completed at the time of the Target development. Since 2011, the City's and Arvada's portion of the RRTO have been constructed by UDFCD in conjunction with the Gold Line construction between Ward Road and the Regional Stormwater Pond.

In 2008, UDFCD funding became available for completion of the Arvada Channel from Miller Street to Oak Street. The 2008 Arvada Channel IGA was entered into by the City with UDFCD to address funding the project, with UDFCD and the City each contributing \$325,000.

In 2009, the project's design engineers determined that the original design proposed for the open channel would not be feasible due to high ground water. Adequate funding was not available to construct the more expensive box culvert that was needed. As a result, construction of the project was postponed indefinitely by the City Council on September 14, 2009. However, the decision was made to complete the design and finalize acquisition of a needed drainage easement from the State Land Board. UDFCD acquired the easement across the state property and assigned its interest to the City, which was accepted on April 23, 2012. The project was then closed and UDFCD returned approximately \$280,000 to the City from the 2008 Arvada Channel IGA.

All of the local agencies along the Gold Line were required to provide a local match for the cost of construction of the commuter rail line. The City of Wheat Ridge share was \$1.5 million. On April 25, 2011, the City Council approved an IGA with RTD in which the City would construct a portion of the RRTO in the southern portion of the RTD railroad right-of-way from Ward Road to the City boundary east of Simms Place to meet its local match.



In collaboration with UDFCD and the City of Arvada, the parties arranged to have UDFCD construct the RRTO from Ward Road to the property northwest of the Medved dealership. The total funding in the 2011 RRTO IGA was \$3.2 million with UDFCD's and the City of Arvada's contributions.

As required in the 2011 Gold Line IGA, RTD constructed a large regional stormwater pond on the vacant property south of Ridge Road and west of the Xcel substation in order to mitigate the downstream impacts of the Gold Line project. In addition, RTD constructed the Outfall, a storm sewer/open channel system from the Regional Stormwater Pond to the west side of Oak Street.

To complete the system between Oak and Miller Streets, RTD had planned to construct a temporary system, consisting of open channels and large culverts. RTD approached the City and UDFCD in January 2014 to discuss the possibility of working together to construct the Arvada Channel box culvert instead of the temporary system. City staff worked with UDFCD and RTD to finalize the design.

The 2014 Arvada Channel IGA, approved by the City Council on December 8, 2014, provided most of the funding for the construction of the box culvert. After additional UDFCD funds became available, the City Council approved an amendment to the IGA on February 9, 2015 providing for the remaining funding.

With the completion of the City's portion of the Arvada Channel box culvert, the last link in the critically important segment of the system was completed. In 2011, during negotiations with RTD on costs, City staff estimated that construction of this entire system would be \$8 to \$9 million. The City's share of the work completed by UDFCD and RTD was \$1.15 million, less than 15% of the \$8-\$9 million estimated in 2011.

**RECOMMENDATIONS:**

Staff recommends approval of a second amendment to the 2011 Gold Line IGA. The City Attorney has reviewed the amendment and has approved the final version. RTD has already executed the amendment.

**RECOMMENDED MOTION:**

"I move to approve Resolution No. 52-2018, a resolution approving a Second Amendment to the Gold Line Corridor Local Agency Contribution IGA with the Regional Transportation District, providing for the transfer of ownership of the Regional Stormwater Facility from RTD to the City."

Or:

"I move to table indefinitely Resolution No. 52-2018, a resolution approving a Second Amendment to the Gold Line Corridor Local Agency Contribution IGA with the Regional Transportation District, providing for the transfer of ownership of the Regional Stormwater Facility from RTD to the City for the following reason(s)\_\_\_\_\_."

**REPORT PREPARED/REVIEWED BY:**

Mark Westberg, Project Supervisor  
Steve Nguyen, Engineering Manager  
Scott Brink, Public Works Director  
Patrick Goff, City Manager

**ATTACHMENTS:**

1. Resolution No. 52-2018
2. Second Amendment G-Line IGA
3. Exhibit B
4. Columbine Basin Storm Sewer

**CITY OF WHEAT RIDGE, COLORADO**  
**RESOLUTION NO. 52**  
**Series of 2018**

**TITLE: A RESOLUTION APPROVING A SECOND AMENDMENT TO THE CITY OF WHEAT RIDGE GOLD LINE CORRIDOR LOCAL AGENCY INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL TRANSPORTATION DISTRICT, TRANSFERRING OWNERSHIP OF THE REGIONAL STORMWATER POND AND OUTFALL FROM THE REGIONAL TRANSPORTATION DISTRICT TO THE CITY**

**WHEREAS**, the Regional Transportation District wishes to transfer ownership of the Regional Stormwater Pond and Outfall to the City; and

**WHEREAS**, the City has negotiated a second amendment to the intergovernmental agreement with the Regional Transportation District;

**NOW, THEREFORE, BE IT RESOLVED** by the Wheat Ridge City Council, that:

1. A Second Amendment to the Intergovernmental Agreement is Approved

The Gold Line Corridor Local Agency Contribution Intergovernmental Agreement between the City and the Regional Transportation District, transferring ownership of the Regional Stormwater Pond and Outfall is hereby approved and the Mayor and City Clerk are authorized and directed to execute the same.

2. Effective Date \_\_\_\_\_.

This Resolution shall be effective immediately upon adoption.

**DONE AND RESOLVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Bud Starker, Mayor

ATTEST:

\_\_\_\_\_  
Janelle Shaver, City Clerk

**SECOND AMENDMENT TO  
CITY OF WHEAT RIDGE  
GOLD LINE CORRIDOR LOCAL AGENCY CONTRIBUTION  
INTERGOVERNMENTAL AGREEMENT**

This Second Amendment to City of Wheat Ridge Gold Line Corridor Local Agency Contribution Intergovernmental Agreement (this “**Second Amendment**”) is made this \_\_\_\_ day of \_\_\_\_\_, 2018, (the “**Effective Date**”) by and between the **CITY OF WHEAT RIDGE** (the “**City**”), a home rule municipal corporation of the State of Colorado organized pursuant to Article XX of the Colorado Constitution and the **REGIONAL TRANSPORTATION DISTRICT (“RTD”)**, a political subdivision of the state of Colorado organized pursuant to the Regional Transportation Act, C.R.S. 32-9-101, et seq. The City and RTD may hereinafter be referred to as a “**Party**” and collectively as the “**Parties.**”

**RECITALS**

- A. RTD is statutorily authorized to develop, maintain, and operate a mass transportation system for the benefit of the inhabitants of RTD;
- B. The City is authorized by its Charter and RTD is authorized by its enabling statute to enter into this Second Amendment;
- C. Pursuant to the Colorado Constitution, Article XIV, Section 18(2)(a), and C.R.S. 29-1-201, et seq., the Parties may cooperate or contract with each other to provide any function, service or facility lawfully authorized to each, and any such contract may provide for sharing of costs;
- D. The Parties have previously entered into that City of Wheat Ridge Gold Line Corridor Local Agency Contribution Intergovernmental Agreement dated June 23, 2011 (the “**Original IGA**”) as amended by a First Amendment to City of Wheat Ridge Gold Line Corridor Local Agency Contribution Intergovernmental Agreement dated September 29, 2014 (the “**First Amendment**,” and together with the Original IGA, the “**IGA**”), with respect to RTD's construction and operation of the Wheat Ridge • Ward Road Station on the Gold Line commuter rail corridor; and
- E. The Parties wish to amend certain provisions of the IGA with respect to the stormwater pond and outfall and to clarify that the stormwater pond is a Regional Stormwater Pond.

**AGREEMENT**

NOW, THEREFORE, the City and RTD in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. This Second Amendment is supplemental to the IGA and all terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to this Second Amendment as though they were expressly re-written, incorporated, and included herein. Unless otherwise

indicated, all capitalized terms contained in this Second Amendment shall have the same meaning as given to them in the IGA. Except as amended hereby, the IGA shall continue in full force and effect.

2. The IGA is and shall be modified, altered, and changed in the following respects only:

2.1 Section 1.4 is hereby modified by the addition of the following exhibits:

- k. Exhibit K: Regional Stormwater Pond and Easement Parcels (GL-52), (PE-52 REV1), (PE-95), (PE-96), (PE-96A);
- l. Exhibit L: Regional Stormwater Pond Drawing;
- m. Exhibit M: Quitclaim Deed and Reserved Easement for Parcel GL-52;
- n. Exhibit N: Outfall Drawing;
- o. Exhibit O: State Land Board Right-Of-Way Contract and Assignment Thereof to the City;
- p. Exhibit P: Partial Assignments for Easement Parcels (PE-52 Rev1), (PE-95), (PE-96), and (PE-96A); and

2.2 Section 6.3 is hereby deleted in its entirety and replaced with the following:

**Ward Road Station Stormwater Facilities.** RTD has constructed stormwater facilities, including storm sewer, in accordance with City Standards for the Ward Road Station as part of the Project. The design of the Ward Road Station facilities allows the system to tie into the OSP Drainage Conveyance System. See Exhibit D (IGA Plans) for the location and conceptual design of the Ward Road Station Stormwater Facilities.

Further description of maintenance responsibilities is discussed in Section 13 (“Operation and Maintenance”) of this IGA. Water quality and detention for Ward Road Station may be provided at the station or at the Regional Stormwater Pond, or at a combination of both locations.

2.3 Section 6.5 is hereby deleted in its entirety and replaced with the following:

**Regional Stormwater Pond and Outfall.** In order to mitigate potential impacts to downstream properties due to the increased flow across the track corridor from increased drainage system capacity, RTD acquired the pond parcel (the “**Pond Parcel**”) described and depicted on Exhibit K and designed and constructed a regional stormwater pond substantially as indicated on Exhibit L (the “**Regional Stormwater Pond**”) on the Pond Parcel.

- a. The Regional Stormwater Pond was designed to minimize property and environmental impacts in order to expedite the FTA approval process. The Regional Stormwater Pond was designed to the UDFCD standards required for UDFCD maintenance

eligibility. Upon completion of the Regional Stormwater Pond and final acceptance by the City, as evidenced by a letter written by RTD and approved by the City (the “**Final Acceptance**”), RTD will convey the Pond Parcel to the City by quitclaim deed in substantially the form attached hereto as Exhibit M. Upon such conveyance, the City will own, operate and maintain the Regional Stormwater Pond. RTD also acquired a permanent road easement (“**PE-52 REV1**”), as described and depicted on Exhibit K for pond access and maintenance. RTD will partially assign PE-52 REV1 to the City upon Final Acceptance in substantially the form attached hereto as Exhibit P.

b. Due to the lack of an existing outfall from the proposed location for the Regional Stormwater Pond, an outfall (the “**Outfall**”) was built as part of the Project. The Outfall conveys flows from the Regional Stormwater Pond to the existing storm drainage conveyance system at the intersection of Miller Street and 50th Avenue, as depicted in Exhibit N. RTD designed and constructed the Outfall, consisting of a combination of open channel and storm sewer pipes, partially within (i) City right-of-way of West 50<sup>th</sup> Avenue (the “**City ROW**”); (ii) parcels PE-95, PE-96, and PE-96A described in Exhibit K (collectively the “**RTD Easement Parcels**”) for which RTD obtained easements for the Outfall (the “**Outfall Easements**”), and (iii) State Land Board property pursuant to the State Land Board Right-Of-Way Contract assigned to the City attached hereto as Exhibit O (the “**SLB Property**”).

c. The Outfall was designed to the UDFCD standards required for UDFCD maintenance eligibility. Since the Outfall has been completed, RTD will partially assign the Outfall Easements to the City in substantially the forms attached hereto as Exhibit P and ownership of the Outfall will be transferred to the City upon Final Acceptance, whereupon the City will be responsible for operation and maintenance of the Outfall.

d. In the event the City does not maintain or does not cause a third party to maintain the Outfall or Regional Stormwater Pond, the City hereby acknowledges RTD’s access rights to the Pond Parcel, City ROW, and the RTD Easement Parcels to maintain the Outfall and the Regional Stormwater Pond. Except in the case of an emergency where RTD determines that such action cannot wait, RTD shall provide thirty (30) days prior written notice to the City in the event that RTD determines that maintenance, repair, and/or replacement related to the Regional Stormwater Pond or the Outfall is necessary to protect RTD operations. In the event the City does not thereupon commence repair or replacement as needed, RTD or RTD’s contractor may perform such maintenance, repairs or replacement. In the event emergency repairs are performed by RTD or RTD’s contractor pursuant to this paragraph, RTD shall as soon as possible, but no later than 24 hours after it commences such emergency repairs, inform the City and permit the City to assist in or take over such repairs. The City shall be responsible for and shall pay the commercially reasonable costs of any maintenance, repair, and/or replacement performed by RTD within 30 days of a receipt of invoice and supporting documentation. This paragraph shall survive expiration or termination of the IGA. This paragraph does not limit the rights of RTD and RTD’s contractor to the easement over Parcel GL-52 for general access, ingress, egress, and inspection of the Outfall and the Regional Stormwater Pond.

e. RTD shall reserve an easement over Parcel GL-52 for RTD and its contractors in substantially the form attached hereto as Exhibit M, which allows access from Robb Street to the Outfall structure located in the northeast quadrant of the Regional Stormwater Pond. RTD or RTD's contractor may operate, maintain, repair, and/or replace the commuter rail drainage infrastructure for the Project only as permitted by and limited by Section 2.3.d hereof.

2.4 Section 7.2.b. is hereby deleted in its entirety.

2.5 Section 13.1.b. is hereby deleted in its entirety.

2.6 This Second Amendment may be executed in counterparts. Signatures on separate originals will constitute and be of the same effect as signatures on the same original. Electronic and faxed signatures will constitute original signatures.

*[signatures on following pages]*

IN WITNESS WHEREOF, the Parties have executed this Second Amendment on the day first above written.

**CITY OF WHEAT RIDGE,**  
a home rule municipal corporation of the State of Colorado

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to form for the City:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**STATE OF COLORADO**                    )  
  ) ss.  
**COUNTY OF DENVER**                    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, as \_\_\_\_\_ of the City of Wheat Ridge, a home rule municipal corporation of the State of Colorado, on its behalf.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_.

(S E A L)

\_\_\_\_\_  
Notary Public



a political subdivision of the State of Colorado

Date: \_\_\_\_\_

Date: \_\_\_\_\_

---

Notary Public

Exhibit K

Regional Stormwater Pond and Easements

Parcels (GL-52), (PE-52 REV1), (PE-95), (PE-96), (PE-96A)

Exhibit L  
Regional Stormwater Pond Drawing

Exhibit M

Quitclaim Deed and Reserved Easement for Parcel GL-52

Exhibit N  
Outfall Drawing

Exhibit O

State Land Board Right-Of-Way Contract and Assignment Thereof to the City

Exhibit P  
Partial Assignments of Easements  
Parcels (PE-52 Rev1), (PE-95), (PE-96), and (PE-96A)

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

Senior Manager Real Property  
1560 Broadway, Suite 6500  
Denver, CO 80202

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**RESERVED EASEMENT AGREEMENT**

THIS RESERVED EASEMENT AGREEMENT (this “Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the CITY OF WHEAT RIDGE (“Grantor”), a municipal corporation in the State of Colorado, whose legal address is 7500 West 29th Avenue, Wheat Ridge, Colorado, 80033 and the REGIONAL TRANSPORTATION DISTRICT (“Grantee”), a political subdivision of the State of Colorado, whose legal address is 1660 Blake Street, Denver, Colorado 80202-1399. Grantor and Grantee are each individually, a “Party” and collectively, the “Parties.”

**RECITALS**

A. Grantor is the owner of certain real property as described in **Exhibit A** attached hereto and incorporated herein (the “**Real Property**”).

B. Grantee owns property adjacent to the Real Property as described in **Exhibit B** attached hereto and incorporated herein (the “**RTD Property**”) on which the Grantee operates commuter rail.

C. Grantor and Grantee have entered into that certain “Second Amendment to City of Wheat Ridge Gold Line Corridor Local Agency Contribution Intergovernmental Agreement,” dated as of \_\_\_\_\_, 2018 (the “Second Amendment to Wheat Ridge IGA”), Section 2.3.d of which provides: “In the event the City does not maintain or does not cause a third party to maintain the Outfall or Regional Stormwater Pond, the City hereby acknowledges RTD’s access rights to the Pond Parcel, City ROW, and the RTD Easement Parcels to maintain the Outfall and the Regional Stormwater Pond. Except in the case of an emergency where RTD determines that such action cannot wait, RTD shall provide thirty (30) days prior written notice to the City in the event that RTD determines that maintenance, repair, and/or replacement related to the Regional Stormwater Pond or the Outfall is necessary to protect RTD operations. In the event the City does not thereupon commence repair or replacement as needed, RTD or RTD’s contractor may perform such maintenance, repairs or replacement. In the event emergency repairs are performed by RTD or RTD’s contractor pursuant to this paragraph, RTD shall as soon as possible, but no later than 24 hours after it commences such emergency repairs, inform the City and permit the City to assist in or take over such repairs. The City shall be responsible for and shall pay the commercially reasonable costs of any maintenance, repair, and/or replacement performed by RTD within 30 days of a receipt of invoice and supporting documentation. This paragraph shall survive expiration or termination of the IGA. This paragraph does not limit the rights of RTD and RTD’s contractor to the easement over Parcel GL-52 for general access, ingress, egress, and inspection of the Outfall and the Regional Stormwater Pond.”

D. The RTD Property and the Real Property (collectively, the “**Properties**”) share a common boundary.



E. Grantor acquired the Real Property from Grantee pursuant to a Quitclaim Deed of even date herewith, which Quitclaim Deed is subject to a Reserved Easement on, across and over the entirety of Real Property for the purposes of vehicular and pedestrian access (the “**Easement Area**”).

F. Grantee desires to utilize the Easement Area for ingress and egress over and across the Real Property at any time to inspect, operate, maintain, repair, remove, replace, relocate, install, construct and reconstruct the commuter rail drainage infrastructure related to the detention pond and outfall structure located on the Real Property to protect Grantee’s rail operations (collectively, the “**Drainage Infrastructure**”), all as more particularly described herein, and as limited by the Second Amendment to Wheat Ridge IGA.

## **AGREEMENT**

In consideration of the mutual covenants and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

**I. GRANT.** Grantor hereby grants to Grantee, its heirs, successors and assigns, and its officers, directors, employees, contractors, agents and invitees, a permanent, non-exclusive easement (the “**Easement**”) on, across and over the Easement Area for the purpose of vehicular and pedestrian ingress and egress to and from the RTD Property. The Easement shall be an easement appurtenant to the RTD Property, shall run with the land, and shall inure to the benefit of Grantee’s heirs, successors and assigns, subject to the conditions set forth herein.

**II. RESERVED RIGHTS.** Grantor retains the right to use and occupy the Easement Area insofar as such use and occupancy is consistent with and does not impair the Grantee’s use of the Easement.

**III. USE.** Pursuant to and within the limitations of Section 2.3.d of the Second Amendment to Wheat Ridge IGA, Grantee may operate, maintain, repair and replace the Drainage Infrastructure in the event of a drainage problem affecting Grantee’s rail operations. Grantee shall use commercially reasonable efforts to avoid causing any damage or harm to any of the Drainage Infrastructure. Grantee shall use commercially reasonable efforts to provide Grantor with prior notice of any such anticipated damage or harm to the Drainage Infrastructure, except in the case of an emergency where Grantee reasonably determines that such action cannot wait, in which event Grantee shall provide Grantor with reasonable notice (at the address set forth above) as is practical under the circumstances.

**IV. MAINTENANCE.** Grantor covenants and agrees to operate and maintain the Real Property and the Drainage Infrastructure thereon at Grantor’s sole cost and expense, in a good condition and state of repair.

**V. NON-INTERFERENCE.** Grantor, its successors and assigns, covenants that the Easement Area shall not be used, nor permitted to be used, by Grantor in any manner which interferes with or damages the Drainage Infrastructure, or which unreasonably interferes with the installation, maintenance, repair, operation, removal or replacement of the Drainage Infrastructure. Likewise, Grantee, for itself, its successors and assigns, covenants that it will not interfere with any

Grantor's use and operation of the Real Property except to the extent permitted by Section 2.3.d of the Second Amendment to Wheat Ridge IGA.

**VI. DEFAULT.** In the event of a default by either Party under this Agreement in the observance or performance of any of the covenants or other provisions of this Agreement to be observed or performed by such Party, if such default is not cured within sixty (60) days after notice to defaulting Party (or if such default is incapable of cure within such 60-day period and defaulting Party commences to cure within such 60-day period and thereafter diligently and continuously takes action to effect a cure), the non-defaulting Party shall have the following remedies: (a) to cure, if capable of cure, the breach by the defaulting Party, with the right of reimbursement from the defaulting Party for all reasonable costs and expenses incurred in connection with such cure; (b) an action for specific performance and/or injunction; and (c) an action for actual damages. No breach of this Agreement shall entitle any party to consequential, incidental, economic, treble or punitive damages or to cancel, rescind, or otherwise terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies which such Party may have by reason of any breach of this Agreement.

**VII. LIABILITY.** The Parties agree that both Parties, their officers, officials, and employees, are relying on, and do not waive or intend to waive by any provisions of this, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 to 120, or otherwise available to either Party of their officers, officials and employees.

**VIII. ASSIGNMENT AND ABANDONMENT.** The Easement, or any part thereof or interest therein, may not be assigned by Grantee without the prior written consent of Grantor; provided that Grantee's contractors may perform any permitted activities of Grantee under this Agreement. Any assignment in violation of this section shall be null and void. In case of permanent abandonment of all or any part of the Easement, all right, privileges and interest granted herein shall automatically terminate.

**IX. MECHANIC'S LIENS.** Neither Party shall permit any mechanic's liens to be placed upon the Easement Area for any work performed in conjunction with the maintenance and repair of the Drainage Infrastructure. Should any liens be filed against the Easement Area, the Party causing such lien to be created shall cause such lien to be removed within thirty (30) days or a bond shall be filed with the appropriate court to obtain a release of the lien. If the lien is not removed or bonded over by the Party causing the lien, the other Party may file a bond for the removal of the lien, and shall be reimbursed for the full cost of such bond.

**X. NOTICES.** All notices and other communications required or permitted under this Agreement shall be in writing and shall be (a) personally delivered, (b) deposited with a nationally recognized overnight delivery service that routinely issues receipts, or (c) given by registered or certified mail. Any such notice or other communication shall be effective when such notice is delivered to the addresses set forth below and received or refused by the addressee:

**Grantor:**

**Grantee:**

Regional Transportation District  
Senior Manager of Real Property  
1560 Broadway, Suite 650  
Denver, CO 80202

**with a copy to:**

General Counsel  
1660 Blake Street  
Denver, CO 80202

Any Party, by ten (10) days' prior written notice given as set forth above, may change the address to which future notices or other communications intended for such Party shall be sent.

**XI. MODIFICATION.** This Agreement and the Easement, rights and obligations hereby imposed may not be modified, amended, changed, cancelled or terminated in any manner without the express written consent of the Parties hereto, their successors or assigns.

**XII. ENTIRE AGREEMENT.** This Agreement constitutes and incorporates the entire agreement among the Parties hereto concerning the subject matter of this Agreement and supersedes any prior agreements concerning the subject matter hereof.

**XIII. SEVERABILITY.** If any term or provision of this Agreement or the application thereof to any person or circumstance should to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable will not be affected thereby, and each term and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

**XIV. SUCCESSORS AND ASSIGNS/COVENANTS RUN WITH LAND.** The terms and conditions of this Agreement bind and inure to the benefit of the Parties, and their respective successors, assigns and personal representatives. The Easement granted herein shall constitute a covenant running with the land and shall bind Grantor's Real Property described herein and inure to the benefit of and be binding upon the Parties, their grantees, and respective successors and assigns, and any persons claiming by, through or under them.

**XV. NO WAIVER.** No provision of this Agreement may be waived except by written instrument signed by the Party to be charged with such waiver. Waiver by any Party of any agreement, condition, or provision contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision contained in this Agreement.

**XVI. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without reference to conflicts of law principles.

**XVII. AUTHORIZATION.** Each Party is authorized and empowered to execute this Agreement and all necessary corporate or partnership action has been taken to authorize execution of this Agreement.

**XVIII. EXECUTION.** The Parties shall execute and deliver such further documents as may be reasonably required in order to effect the intent of this Agreement.

**XIX. COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed to constitute an original and all of which when taken together shall constitute one and the same instrument; provided, however, that this Agreement will not become binding upon any Party unless and until executed (whether or not in counterpart) by all the Parties.

[Signatures on following pages]

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

GRANTOR:

**CITY OF WHEAT RIDGE**, a municipal corporation in the State of Colorado

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF COLORADO                    )  
  ) s s.  
COUNTY OF JEFFERSON            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_  
2018, by \_\_\_\_\_, as \_\_\_\_\_ for the City of Wheat Ridge.

Witness my hand and official seal.  
My commission expires:

\_\_\_\_\_  
Notary Public

GRANTEE:

**REGIONAL TRANSPORTATION DISTRICT,**  
a political subdivision of the State of Colorado

By: \_\_\_\_\_  
Henry J. Stopplecamp, P.E.  
AGM, Capital Programs

Date: \_\_\_\_\_

STATE OF COLORADO )  
 ) s s.  
CITY AND COUNTY OF DENVER \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_  
2018, by Henry J. Stopplecamp, P.E., as Assistant General Manager, Capital Programs for the  
Regional Transportation District.

Witness my hand and official seal.  
My commission expires:

\_\_\_\_\_  
Notary Public

Approved as to legal form for RTD:

By: \_\_\_\_\_  
Aimée J. Beckwith  
Associate General Counsel

Date: \_\_\_\_\_

**Exhibit A to Reserved Easement Agreement**

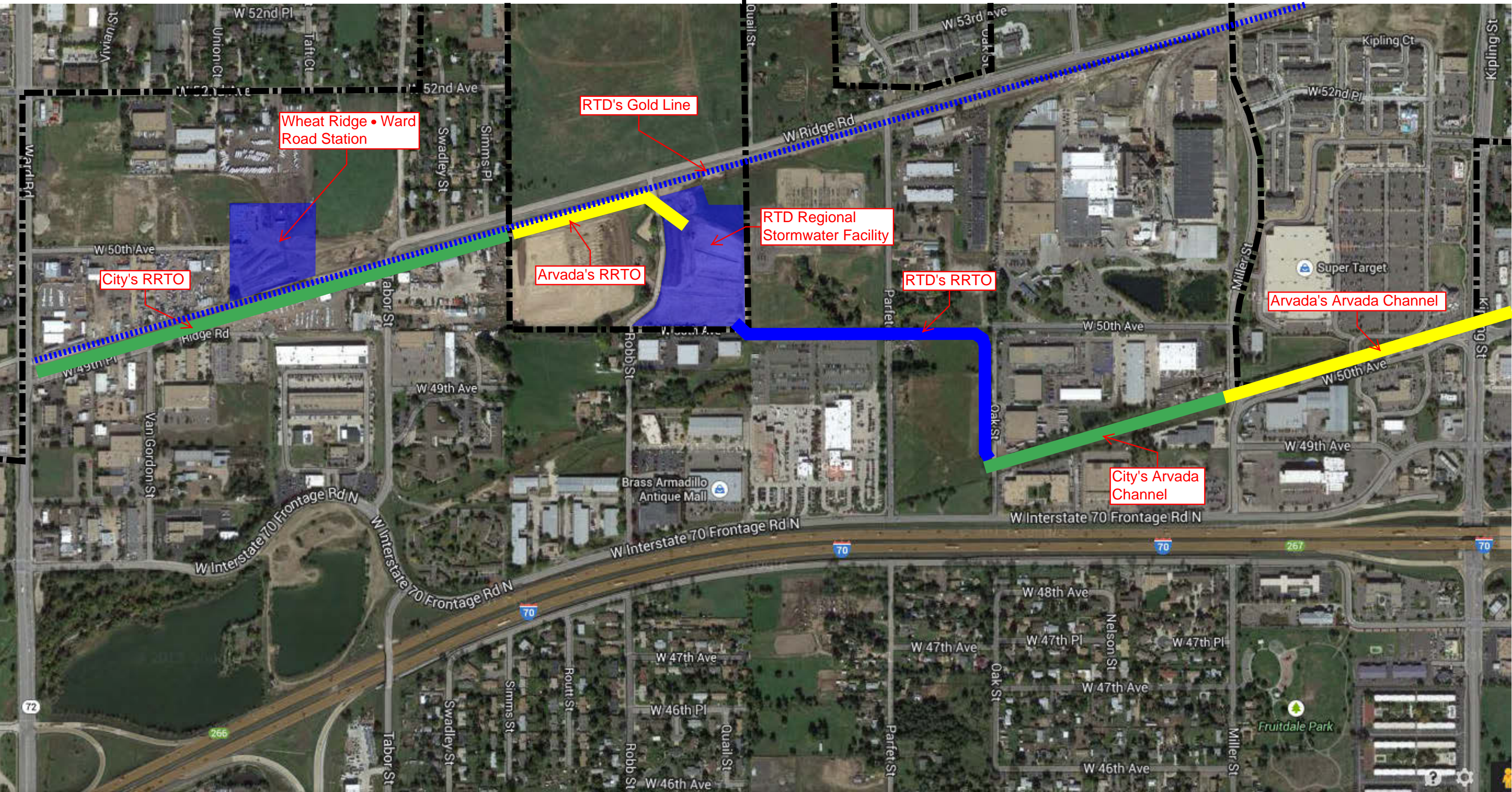
**Grantor's Real Property**

**Exhibit B to Reserved Easement Agreement**

**RTD Property**



COLUMBINE BASIN STORM SEWER





**REQUEST FOR CITY COUNCIL ACTION****TITLE: RESOLUTION NO. 53-2018 - A RESOLUTION IN SUPPORT OF REAUTHORIZATION OF AND FULL FUNDING FOR THE LAND AND WATER CONSERVATION FUND**

☐ PUBLIC HEARING  
☐ BIDS/MOTIONS  
☒ RESOLUTIONS

☐ ORDINANCES FOR 1<sup>ST</sup> READING  
☐ ORDINANCES FOR 2<sup>ND</sup> READING

QUASI-JUDICIAL: ☐ YES ☒ NO

  
City Manager

**ISSUE:**

The Land and Water Conservation Fund (LWCF) was initially authorized in 1965 by the President and Congress to conserve parks, open space, wildlife habitat, and enhance recreational opportunities through the development of outdoor amenities. The Fund will expire on September 30, 2018. This resolution is in support of reauthorization of and full funding for the Fund.

**PRIOR ACTION:**

None

**FINANCIAL IMPACT:**

The City of Wheat Ridge has received funding from the LWCF for Anderson Park and the Anderson Park Swimming pool and most recently \$124,000 for trail repair in Johnson Park.

**BACKGROUND**

Created by Congress in 1964, the Land and Water Conservation Fund (LWCF) was a bipartisan commitment to safeguard natural areas, water resources and cultural heritage, and to provide recreation opportunities to all Americans. National parks like Rocky Mountain, the Grand Canyon, and the Great Smoky Mountains, as well as national wildlife refuges, national forests, rivers and lakes, community parks, trails, and ball fields in every state were set aside for Americans to enjoy because of federal funds from the Land and Water Conservation Fund (LWCF).

Every year, \$900 million in royalties paid by energy companies drilling for oil and gas on the Outer Continental Shelf (OCS) are put into this fund. The money is intended to protect national parks, areas around rivers and lakes, national forests, and national wildlife refuges from development, and to provide matching grants for state and local parks and recreation projects. Over the years, LWCF has also grown and evolved to include grants to protect working forests, wildlife habitat, critical drinking water supplies and disappearing battlefields, as well as increased use of easements.

**RECOMMENDED MOTION:**

“I move to approve Resolution No. 53-2018, a resolution in support of reauthorization of and full funding for the Land and Water Conservation Fund.”

Or,

“I move to table indefinitely Resolution No. 53-2018, a resolution in support of reauthorization of and full funding for the Land and Water Conservation Fund for the following reason(s)\_\_\_\_\_.”

**REPORT PREPARED/REVIEWED BY:**

Patrick Goff, City Manager

**ATTACHMENTS:**

1. Resolution No. 53-2018
2. Colorado Land and Water Use Fact Sheet
3. Gov. Hickenlooper LWCF Support Letter

**CITY OF WHEAT RIDGE, COLORADO**  
**RESOLUTION NO. 53**  
**Series of 2018**

**TITLE: A RESOLUTION IN SUPPORT OF REAUTHORIZATION OF  
AND FULL FUNDING FOR THE LAND AND WATER  
CONSERVATION FUND**

**WHEREAS**, The Land and Water Conservation Fund (LWCF), established by Congress in 1964, is one of the most successful government programs in preserving our country's precious natural and cultural resources and improving equitable access to the outdoors in urban and rural communities, which is essential to Colorado's health, culture, economic opportunity and the future of our children and grandchildren; and

**WHEREAS**, LWCF has been instrumental in creating opportunities for Coloradans in urban, suburban, and rural areas to get outdoors. It has been a critical tool in conserving national parks and historic sites; national wildlife refuges and monuments; watersheds; working forests; wildlife areas; and state and local parks, trails and ball fields; and

**WHEREAS**, LWCF is based on the simple premise that as we extract natural resources that belong to our nation – offshore oil and gas – we should in turn protect and invest in onshore resources for future generations; and

**WHEREAS**, LWCF takes a portion of royalties from offshore oil and gas development and invests that money in protecting America's important public lands for future generations – be that an iconic national park or an urban playground; and

**WHEREAS**, though LWCF is authorized to receive \$900 million annually, this cap has been met only twice during the program's nearly five decades of existence and, instead of being fully funded, nearly every year Congress diverts much of this funding to purposes other than conserving our most important lands and waters; and

**WHEREAS**, despite receiving only a fraction of its intended funding over the last 53 years, LWCF has led to the protection of land in every state and nearly every county, has improved access to these public lands, and has provided matching grants for the creation of more than 41,000 state and local park projects; and

**WHEREAS**, LWCF supports and maintains the economic asset that our federal, state and local public lands represent. Hunting, fishing, camping, hiking, paddling and other outdoor recreation activities contribute a total of \$28 billion annually to the Colorado's economy and support 229,000 jobs in our state (source: Outdoor Industry Association, 2017). Whether manufacturing, retail or service related, most of these jobs are sustainable resource or tourism-based jobs and cannot be exported; and

**WHEREAS**, Colorado has received more than 980 state side LWCF grants to local governments and state parks, including more than 80 grants to Jefferson County alone, totaling over \$268 million and touching nearly all of the state's counties; and

**WHEREAS**, over the last 53 years, LWCF funding has contributed to the enhancement of local parks and recreational opportunities that are part of the fabric of the City of Wheat Ridge, including Anderson Park, the Anderson Park Swimming Pool, numerous parks and green spaces in nearby Denver, Lakewood, Golden and Arvada, as well as the protection of iconic landscapes in the Great Sand Dunes National Park, Uncompahgre, Arapahoe-Roosevelt, Gunnison and Rio Grande National Forests, and Canyon of the Ancients National Monument.

**WHEREAS**, the parks, trails, and recreation projects dependent upon LWCF funding are green spaces that contribute to the health and well-being of Colorado families; and

**WHEREAS**, the Land and Water Conservation Fund was initially authorized in 1965 by the President and Congress and will expire on September 30, 2018; and

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Wheat Ridge expresses support for and urges Congress to act swiftly to enact full funding for and permanent reauthorization of the Land and Water Conservation Fund given the important contributions it makes to our nation's and Colorado's health, well-being, economic opportunity and access to our nation's natural treasures; and:

**BE IT FINALLY RESOLVED**, that a copy of this resolution shall be forwarded to the entire Colorado Congressional Delegation to show support for the fully funding and permanent reauthorization of the Land and Water Conservation Fund.

**DONE AND RESOLVED** this 27<sup>th</sup> day of August, 2018.

---

Bud Starker, Mayor

ATTEST:

---

Janelle Shaver, City Clerk

# COLORADO

Our Land, Our Water, Our Heritage



## LWCF Funded Places in Colorado

### Federal Program

Arapaho NF/Arapaho NRA  
Arkansas River SRMA  
Baca Ranch/NWR  
Black Canyon of the Gunnison NP  
Blanca Wildlife Habitat Area  
Canyons of the Ancients NM  
Colorado Canyons NCA  
Colorado NWRs & NFs  
Colorado NM  
CO River/Ruby Canyon NCA  
Comanche Nat Grassland  
Cross Mountain NCA  
Cross Mountain Ranch Hunting & Fishing Access  
Dominguez-Escalante NCA  
Garden Park Fossil Area  
Golden Bair Ranch  
Grand Mesa Slopes SMA  
Great Sand Dunes NP  
Gunnison Basin ACEC  
Gunnison Gorge NCA  
Gunnison NF  
Lake Fork of Gunnison SMA  
McIntire Spring/Conejos River  
Mesa Verde NP  
Perins Peak WHA  
Powderhorn WSA  
Rio Grande NF  
Rocky Mountain NP  
Roosevelt NF  
Ruby Mountain  
Sand Creek Massacre NHS  
San Miguel River  
\*Sangre de Cristo CA  
Two Ponds NWR  
Unaweep/Tabeguache NSB  
Uncompahgre/San Juan NF  
Upper Huerfano River EMA  
Upper Colorado River SRMA  
White River NF

**Federal Total** \$ 183,900,000

**Forest Legacy Program** \$ 22,600,000

**Habitat Conservation (Sec. 6)** \$ 1,750,000

### State Program

Total State Grants \$60,000,000

**Total** \$268,250,000

## LWCF Success in Colorado

The Land and Water Conservation Fund (LWCF) has provided funding to help protect some of Colorado's most special places and ensure recreational access for hunting, fishing and other outdoor activities. Colorado has received approximately \$268 million in LWCF funding over the past five decades, protecting places such as the Great Sand Dunes National Park, Uncompahgre, Arapahoe-Roosevelt, Gunnison and Rio Grande National Forests, and Canyon of the Ancients National Monument.

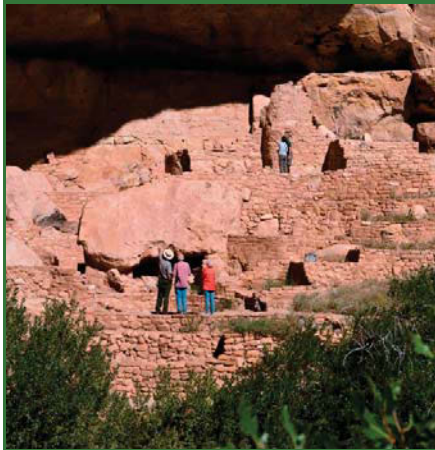
Forest Legacy Program (FLP) grants are also funded under LWCF, to help protect working forests. The FLP cost-share funding supports timber sector jobs and sustainable forest operations while enhancing wildlife habitat, water quality and recreation. For example, the FLP contributed to places such as the Catspaw Ranch along the headwaters of the Navajo River in Southern Colorado and Ben Delatour Scout Ranch along the Front Range near Fort Collins. The FLP assists states and private forest owners to maintain working forest lands through matching grants for permanent conservation easement and fee acquisitions, and has leveraged approximately \$22.6 million in federal funds to invest in Colorado's forests, while protecting air and water quality, wildlife habitat, access for recreation and other public benefits provided by forests.

LWCF state assistance grants have further supported hundreds of projects across Colorado's state and local parks including trails development in Lory and Cheyenne Mountain State Parks and park acquisitions at Golden Gate Canyon, Boyd Lake, and Roxborough State Parks.

## Economic Benefits

Active outdoor recreation is an important part of the Colorado economy. The Outdoor Industry Association has found that active outdoor recreation generates \$28 billion in consumer spending in Colorado, 229,000 jobs which generate \$9.7 billion in wages and salaries, and produces \$2 billion annually in state and local tax revenue. Further, the U.S. Census reports that each year over 2.2 million people hunt, fish, or enjoy wildlife-watching in Colorado, contributing \$3 billion in wildlife recreation spending to the state economy.

**SUPPORT PERMANENT REAUTHORIZATION AND FULL FUNDING FOR  
THE LAND AND WATER CONSERVATION FUND**



Step House, Mesa Verde NP  
Credit: NPS

LWCF is a simple idea: that a portion of offshore drilling fees should be used to protect important land and water for all Americans. These are not taxpayer dollars. Unfortunately, the promise of LWCF has been broken. The program is authorized to receive up to \$900 million each year—but most of these funds have been diverted elsewhere. Now is the time to fix this and ensure that funds retained in the LWCF account are used for their intended conservation and recreation purposes.

LWCF supports the acquisition of land and conservation easements to protect our national parks, wildlife refuges, forests, trails, and BLM sites, grants funds to the states for local and state park needs, protects critical wildlife habitat, watersheds and recreational access, and conserves working farms, ranches and forestlands that enhance local economies.



[www.lwcfcoalition.org](http://www.lwcfcoalition.org)

## LWCF in Colorado

### Cross Mountain Ranch

LWCF funding in FY2013 was used to acquire the 920 acre Cross Mountain Ranch on the Yampa River in northwest Colorado. Previously, access to the area was difficult at best because the only feasible routes were through private property or by boat. Now, the conservation lands, as well as the access they provide, are open to all hunters, anglers, boaters, hikers and other outdoor recreationists. The project area includes 2.8 miles of frontage on the Yampa River and provides habitat to 400 elk (including a large number of trophy bulls), mule deer and all four species of Colorado warm-water fish.

### Fiscal Year 2019 Agency Priority Project List for Colorado

Agency	Project	Amount	Delegation
BLM	Gold Belt Access	\$2,400,000	Bennet, Gardner/ Lamborn
BLM	Dolores River	\$400,000	Bennet, Gardner/Tipton
FWS	San Luis Valley CA	\$2,000,000	Bennet, Gardner/Tipton
FS	Union Park; Grand Mesa/Uncompahgre/Gunnison	\$2,000,000	Bennet, Gardner/Tipton
FS	White River Recreation Enhancement; White River	\$1,000,000	Bennet, Gardner/Polis, Tipton

### The Fiscal Year 2019 President's Budget:

The President's Fiscal Year 2019 Budget proposal would gut the Land and Water Conservation Fund, reducing the program's budget by over 100% from enacted levels. Under this proposal, no projects would be funded for federal land conservation at America's National Parks, National Forests, National Wildlife Refuges, and other public lands. State grant programs to support local recreation facilities, state parks, wildlife habitat, and other community conservation priorities would also be completely wiped out. Without robust LWCF funding in FY 2019, Colorado's conservation and outdoor recreation needs could be put on hold or lost forever.

### FY18 Enacted vs. FY19 Budget Request Comparison

Agency/Program	FY18 Enacted Funding	FY19 President's Budget
National Park Service	\$46,935,000	- \$1,212,000*
Bureau of Land Management	\$24,916,000	- \$6,608,000*
U.S. Forest Service	\$64,337,000	- \$17,000,000*
Fish and Wildlife Service	\$53,839,000	\$6,953,000
Sec. 6 Habitat Conservation	\$19,638,000	\$0
Forest Legacy Program	\$67,025,000	- \$4,000,000*
Highlands Conservation Act	\$10,000,000	\$0
American Battlefield Protection	\$10,000,000	\$0
State & Local Assistance	\$124,006,000	\$0
<b>TOTAL</b>	<b>\$425,000,000</b>	<b>- \$12,867,000*</b>

\*proposed rescission of already appropriated LWCF funds



July 24, 2018

The Honorable Michael Bennet  
United States Senate

The Honorable Cory Gardner  
United States Senate

The Honorable Diana DeGette  
United States House of Representatives

The Honorable Jared Polis  
United States House of Representatives

The Honorable Scott Tipton  
United States House of Representatives

The Honorable Ken Buck  
United States House of Representatives

The Honorable Doug Lamborn  
United States House of Representatives

The Honorable Mike Coffman  
United States House of Representatives

The Honorable Ed Perlmutter  
United States House of Representatives

Dear Honorable Members of the Colorado Congressional Delegation:

I write to express my strong support for permanent reauthorization of the Land and Water Conservation Fund (LWCF), including dedicated full funding. Special thanks to Senators Bennet and Gardner for your leadership in crafting a bill that accomplishes these goals. And I urge all your support in Congress to pass a bipartisan agreement on this critical issue expeditiously. The LWCF has proven vital for serving the increasing need for outdoor recreation opportunities in Colorado—one of the fastest growing states in the nation. It is difficult to imagine a federal program that has been more important to preserving Colorado’s recreational and outdoors heritage than the LWCF. However, unless Congress acts soon, the LWCF will expire on September 30th. This would be a tremendous loss to Coloradans, and to all Americans who love the outdoors.

As you know, the LWCF was established by Congress in 1964 to conserve parks, open space, wildlife habitat, and enhance recreational opportunities through the development of outdoor amenities. Over the years, the LWCF has supported many of our outstanding state and local parks, such as the new Montbello Open Space Park which will connect children in Northeast Denver with nature. Nationally, the program has provided cost-share funding to secure habitat for threatened and endangered species, as well as to sustainably manage forests for water quality protection and timber production. Finally, funds from the LWCF have improved access to our iconic federally-managed public lands, including Rocky Mountain National Park and White River National Forest. These sites are national treasures that draw visitors from across the country and around the globe each year.





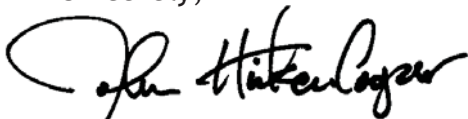
Altogether, we estimate that Colorado has received nearly \$270 million from the LWCF over the past five decades, protecting places such as the Great Sand Dunes National Park, Uncompahgre, Arapaho-Roosevelt, Gunnison, and Rio Grande National Forests, and Canyon of the Ancients National Monument. LWCF funds are an integral source of funding for trail and outdoor recreation development across Colorado. Each year, the State Trails Committee and Colorado Parks and Wildlife's State Trails Program administer approximately \$3.5 - \$4 million in non-motorized trail grant funding which consists of funding from Great Outdoors Colorado, the Recreational Trails Program, and the LWCF. The State Trails Program currently receives approximately \$1.6 million of LWCF funds per year to fund non-motorized trail grants to local recreation projects across the state.

These investments have significantly contributed to the state's outdoor recreation economy. According to a recent economic analysis, outdoor recreation in Colorado generates \$28 billion in consumer spending, contributing \$2 billion in state and local tax revenue. It also directly supports 229,000 jobs which provide \$9.7 billion in wages and salaries to Coloradans. Losing the LWCF would be a considerable blow to this vital sector of our economy which depends on increasing public recreational access to the outdoors.

Not surprisingly, more than 70% of Coloradans already participate in outdoor recreation each year. However, more can and should be done to improve access to the outdoors. Among the priorities during my Administration is the "Colorado the Beautiful" initiative, which seeks to provide all Coloradans with access to a trail, park, or open space within ten minutes of their home. It will ensure that everyone can enjoy the state's incredible natural beauty and have unparalleled outdoor recreation opportunities. The availability of support from the LWCF for public recreational access projects is crucial to the success of "Colorado the Beautiful," which will benefit millions of residents and visitors alike.

With fewer than three months until its authorization is scheduled to expire, time is running out to ensure that Coloradans and all Americans continue to enjoy the benefit of the LWCF. I ask for your leadership in Congress to pass legislation that permanently reauthorizes and dedicates full funding to the LWCF. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, reading "John W. Hickenlooper". The signature is fluid and cursive, with the first name "John" being particularly prominent.

John W. Hickenlooper  
Governor

**REQUEST FOR CITY COUNCIL ACTION**

**TITLE: RESOLUTION NO. 54-2018 - A RESOLUTION AMENDING THE FISCAL YEAR 2018 GENERAL FUND BUDGET TO REFLECT THE APPROVAL OF A SUPPLEMENTAL BUDGET APPROPRIATION IN THE AMOUNT OF \$18,000 FOR THE ACTION CENTER**

☐ PUBLIC HEARING  
☐ BIDS/MOTIONS  
☒ RESOLUTIONS

☐ ORDINANCES FOR 1<sup>ST</sup> READING  
☐ ORDINANCES FOR 2<sup>ND</sup> READING

QUASI-JUDICIAL: ☐ YES ☒ NO

  
City Manager

**ISSUE:**

Since 1968, The Action Center has helped hundreds of thousands of people in Jefferson County facing difficulties with issues related to hunger, homelessness and financial stability. The Center's mission is to provide an immediate response to basic human needs and promote pathways to self-sufficiency. The Center has recently started a six-month campaign to raise \$1.0 million to address a shortfall in meeting current financial needs. Approval of this resolution will amend the 2018 General Fund budget to provide an \$18,000 contribution to The Action Center.

**PRIOR ACTION:**

The Action Center presented to City Council on August 6, 2018. Consensus was reached by City Council at the August 20, 2018 study session to contribute \$18,000 towards The Action Center campaign.

**FINANCIAL IMPACT:**

The financial impact to the General Fund reserves is \$18,000. There are adequate reserves to cover this appropriation.

**BACKGROUND**

The Action Center has had a very good track record for many years as a nonprofit organization with a high level of privately funded support. The Executive Director and Board members have presented the following reasons for their current financial condition:

- A recent capital campaign may have deterred attention from fundraising for ongoing operations.
- The former Executive Director left and there was a vacancy for several months before Ms. Brier was hired and assumed leadership of the organization in June.
- Development efforts associated with the former Executive Director's personal attention contributed to the decline in contributed income.
- In addition to the vacancy of the Executive Director, the former Development Director left as well and was vacant for four months leaving two key leadership positions vacant.
- As a result of these conditions The Action Center depleted their cash reserves and now have a \$1 million deficit.

The Action Center presents their current request as a "one-time" ask based on the following actions that have been implemented:

- The key leadership positions of Executive Director and Development Director have been filled; the new Development Director will begin her service next week.
- The Executive Director and Board have restructured services by reducing expenditures approximately 20% from \$4.9 million to \$3.2 million which is consistent with their historical fundraising performance and therefore they believe is sustainable.
- The service restructure included closing the 22-bed family shelter which provided "wrap around" supportive services to help families transition to permanent housing and employment and was very expensive to operate.
- The strategy associated with the current campaign is to offset the cash loss and build an approximate two-month reserve.
- Additional fundraising implemented by the new Development Director will be implemented to increase the two-month reserve.

**RECOMMENDATIONS:**

Staff recommends that City Council approve the supplemental budget appropriation.

**RECOMMENDED MOTION:**

"I move to approve Resolution No. 54-2018, a resolution amending the fiscal year 2018 General Fund Budget to reflect the approval of a supplemental budget appropriation in the amount of \$18,000 for The Action Center."

Or,

"I move to table indefinitely Resolution No. 54-2018, a resolution amending the fiscal year 2018 General Fund Budget to reflect the approval of a supplemental budget appropriation in the

amount of \$18,000 for The Action Center for the following reason(s) \_\_\_\_\_  
\_\_\_\_\_.”

**REPORT PREPARED/REVIEWED BY:**

Patrick Goff, City Manager

**ATTACHMENTS:**

1. Resolution No. 54-2018

**CITY OF WHEAT RIDGE, COLORADO**  
**RESOLUTION NO. 54**  
**Series of 2018**

**TITLE: A RESOLUTION AMENDING THE FISCAL YEAR 2018  
GENERAL FUND BUDGET TO REFLECT THE APPROVAL  
OF A SUPPLEMENTAL BUDGET APPROPRIATION IN THE  
AMOUNT OF \$18,000 FOR THE ACTION CENTER**

**WHEREAS**, since 1968, The Action Center has helped hundreds of thousands of people in Jefferson County facing difficulties with issues related to hunger, homelessness and financial stability; and

**WHEREAS**, the Center's mission is to provide an immediate response to basic human needs and promote pathways to self-sufficiency; and

**WHEREAS**, the Center has recently started a six-month campaign to raise \$1.0 million to address a shortfall in meeting current financial needs; and

**WHEREAS**, the City Council has agreed to contribute \$18,000 to assist the Center in meeting their fundraising goal; and

**WHEREAS**, the Wheat Ridge Charter requires that amendments to the budget be effected by the City Council adopting a resolution.

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

Section 1. A transfer of \$18,000 from General Fund undesignated reserves for a contribution to The Action Center to account 01-102-700-780 is hereby approved and revenues are amended accordingly.

**DONE AND RESOLVED** this 27<sup>TH</sup> day of August, 2018.

\_\_\_\_\_  
Bud Starker, Mayor

ATTEST:

\_\_\_\_\_  
Janelle Shaver, City Clerk