

AGENDA

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

December 10, 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

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 Monthly Payments to Kaiser Permanente for January through December 2019 Membership Billing not to exceed a total of \$2,420,526
- b. Resolution No. 70-2018 – approving an amended and restated Intergovernmental Agreement to establish the West Metro Drug Task Force
- c. Resolution No. 71-2018 – approving a Memorandum of Understanding between the City of Wheat Ridge and the United States Secret Service for membership in the Colorado Electronic Crimes Task Force

PUBLIC HEARINGS AND ORDINANCES ON SECOND READING

2. Council Bill 34-2018 –approving the sale of designated park land at the Intersection of West 38th Avenue and Johnson Street and in connection therewith, authorizing execution of an Agreement for said sale

DECISIONS, RESOLUTIONS AND MOTIONS

3. Motion to award a contract and approve subsequent payments to HDR Engineering, Inc., Denver, CO in the amount of \$1,344,394.91 for professional services for ROW Acquisition services for the Wadsworth Boulevard Improvement Project
4. Motion to award a contract and approve subsequent payments to HDR, Inc., Denver CO in an amount not to exceed \$75,139 for Professional Services for ROW Acquisition Services for Ridge Road
5. Resolution No. 69-2018 – approving an Agreement with the Wheat ridge Sanitation District regarding 29th Avenue Street Improvements
6. Resolution No. 72-2018 – accepting the resignation of Councilmember Monica Duran and thanking her for her contributions to the City of Wheat Ridge
7. Resolution no. 73-2018 – accepting the resignation of City Treasurer Jerry DiTullio and thanking him for his contributions to the City of Wheat Ridge

CITY MANAGER’S MATTERS

CITY ATTORNEY’S MATTERS

ELECTED OFFICIALS’ MATTERS

ADJOURNMENT


REQUEST FOR CITY COUNCIL ACTION

TITLE: MOTION TO APPROVE MONTHLY PAYMENTS TO KAISER PERMANENTE FOR JANUARY THROUGH DECEMBER 2019 MEMBERSHIP BILLING NOT TO EXCEED A TOTAL OF \$2,420,526

- ☐ PUBLIC HEARING
☒ BIDS/MOTIONS
☐ RESOLUTIONS

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

QUASI-JUDICIAL:

☐ YES☒ NO
Michael Clasen, HR Manager
City Manager**ISSUE:**

For 2019, the City offers employees two medical plans through Kaiser Permanente; a High Deductible plan and Deductible HMO Plan. Both plans are also offered as COBRA protection for former employees who choose to enroll. January through December billing is estimated and budgeted to be in the amount of \$2,420,526.

PRIOR ACTION:

The HR division has been requesting council approval to pay each invoice on a monthly basis which has resulted in late payments to the vendor.

FINANCIAL IMPACT:

Monthly insurance costs vary depending on the number of employees and dependents enrolled. For 2019 these costs will average around \$230,000 per month. The estimated total for January through December 2019 invoices are for both active and COBRA memberships. Due to seeking council approval on a monthly basis Kaiser invoices have not been paid to meet Kaiser's deadline. We have a contract for 2019 that will be void if we do not pay the invoices by or before the required deadline, we will also accrue late fees which can vary based on how late past the deadline we are.

The City will be seeing an increase in our monthly cost due to filling approved positions: 15 police department, 3 Parks & Recreation, 2 Public Works, and 1 Courts. There will also be some upcoming retirements for people staying on COBRA and also new hires to fill the vacant positions.

BACKGROUND:

Kaiser Permanente has been the City of Wheat Ridge’s medical plan provider for several years. The City offers two deductible plans and a robust wellness program. 2018 monthly billing charges are as follows:

2018 KAISER BILLING	
JAN	\$195,189.45
FEB	\$195,376.34
MAR	\$218,976.12
APR	\$198,233.22
MAY	\$179,840.88
JUN	\$193,409.15
JUL	\$178,401.34
AUG	\$191,451.47
SEP	\$202,189.30
OCT	\$193,398.76
NOV	\$205,058.38
DEC	\$184,418.66
TOTAL	\$2,335,943.07

RECOMMENDATIONS:

Staff recommends that council approve and allow administrative payment of the monthly 2019 Kaiser bills, based on the 2019 annual estimate of cost, not to exceed a total of \$2,420,526.

RECOMMENDED MOTION:

“Motion to approve monthly payments to Kaiser Permanente for January through December 2019 for membership billing not to exceed a total amount of \$2,420,526.”

Or,

“I move to deny monthly payments to Kaiser Permanente for January through December 2019 for membership billing not to exceed a total amount of \$2,420,526 for the following reason(s)
_____.”

REPORT PREPARED/REVIEWED BY:

Christine Jones, HR Technician

Michael Clasen, HR Manager

Jennifer Nellis, Purchasing & Contract Agent

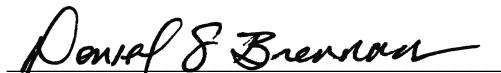
Patrick Goff, City Manager

REQUEST FOR CITY COUNCIL ACTION**TITLE: RESOLUTION NO. 70-2018 A RESOLUTION APPROVING AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT TO ESTABLISH THE WEST METRO DRUG TASK FORCE**

☐ PUBLIC HEARING
☐ BIDS/MOTIONS
☒ RESOLUTIONS

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

QUASI-JUDICIAL: ☐ YES ☒ NO


Chief of Police


City Manager

ISSUE:

Changes in the way that the Federal Government handles asset forfeiture has required that the funding model for the West Metro Drug Task Force (WMDTF) be reconsidered. A new intergovernmental agreement (IGA) is required between the participating agencies; the Jefferson County Sheriff's Office, The First Judicial District Attorney's Office, and the cities of Arvada, Lakewood, Golden and Wheat Ridge outlining the new funding model.

PRIOR ACTION:

Council approved the original IGA that established the West Metro Drug Task Force in 1995.

FINANCIAL IMPACT:

There will be no net financial impact. Only the processes used to apply for and receive forfeited assets will change.

BACKGROUND

Under the old IGA, the task force was funded by participating agencies supplying personnel and operating costs being funded by asset forfeiture. At irregular intervals the task force governing board would authorize a disbursement of surplus asset forfeiture funds to be given to each participating agency by a formula based on the agency participation. The task force acted as the fiscal agent regarding asset forfeiture.

Under the new federal rules, a governmental agency must be the fiscal agent which precludes the task force acting as such. The new IGA has the Jefferson County Sheriff's Office acting as the fiscal agent of the task force to manage the operating costs of the WMDTF. Funds through the equitable sharing program, as well as any state forfeiture assets, will be requested by and delivered to the Sheriff's Office for these expenses. Once 115% of operating costs have been received in any fiscal year, any additional seizure requests will be made to the United States Marshall's Service by the member agencies. Once an equitable share has been determined by the Federal Government, assets will be delivered to each individual agency by the formula outlined in the new IGA. At the beginning of the new fiscal year, the process will repeat.

RECOMMENDATIONS:

Staff recommends that City Council approve an amended and restated intergovernmental agreement to establish the West Metro Drug task Force.

RECOMMENDED MOTION:

"I move to approve Resolution No. 70-2018, a resolution approving an amended and restated intergovernmental agreement to establish the West Metro Drug Task Force

Or,

"I move to deny Resolution No. 70-2018, a resolution approving an amended and restated intergovernmental agreement to establish the West Metro Drug Task Force, for the following reason(s) _____."

REPORT PREPARED/REVIEWED BY:

Dave Pickett, Division Chief

Daniel Brennan, Chief of Police

Patrick Goff, City Manager

ATTACHMENTS:

1. Resolution to approve the Amended and Restated IGA
2. Amended and Restated IGA

CITY OF WHEAT RIDGE, COLORADO
RESOLUTION NO. 70
Series of 2018

**TITLE: A RESOLUTION APPROVING AN AMENDED AND
RESTATED INTERGOVERNMENTAL AGREEMENT TO
ESTABLISH THE WEST METRO DRUG TASK FORCE**

WHEREAS, the City of Wheat Ridge, Colorado (the “City”), acting through its City Council (“Council”) is a home rule municipality with statutory and constitutional authority to enact ordinances and enter into agreements for protection of the public health, safety and welfare; and

WHEREAS, C.R.S. § 29-1-203 authorizes Colorado local governments to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each; and

WHEREAS, in 1995, the City and a number of other area jurisdictions with law enforcement and criminal justice authority entered into an intergovernmental agreement establishing the Jefferson County Task Force, to be utilized in the identification, investigation, and prosecution of individuals and groups involved with the trafficking of illegal drugs and associated criminal enterprises; and

WHEREAS, the parties to the 1995 intergovernmental agreement now wish to update the same to reflect the evolution of the task force and certain changes in the law that apply to it, including but not limited to laws concerning the use of federal asset forfeiture funds; and

WHEREAS, the City Council finds that the City’s continuing participation in an area-wide drug task force protects and promotes the public health, safety and welfare and is therefore beneficial to City residents, businesses, property owners and visitors; and

WHEREAS, the City Council therefore desires to approve the proposed updated intergovernmental agreement by resolution, as required by Section 14.2 of the Wheat Ridge Home Rule Charter.

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

The attached amended and restated intergovernmental agreement to establish the West Metro Drug Task Force is hereby approved.

DONE AND RESOLVED this ____ day of _____, 2018.

Bud Starker, Mayor

ATTACHMENT 1

ATTEST:

Janelle Shaver, City Clerk

AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT TO ESTABLISH
THE WEST METRO DRUG TASK FORCE

1. **PARTIES.** This Amended and Restatement Intergovernmental Agreement to Establish the West Metro Drug Task Force (this “Agreement”) is made between the cities of Arvada, Lakewood, Wheat Ridge, and Golden, the District Attorney for the First Judicial District of Colorado (“District Attorney”), and Jefferson County through and on behalf of the Jefferson County Sheriff (each, a “Party,” and collectively referred to as the “Parties”).
2. **RECITALS.**
 - 2.1. Intergovernmental agreements to provide functions or services, including the sharing of the costs of such services or functions by political subdivisions of the State of Colorado, are specifically authorized by § 29-1-203, C.R.S. and Article XIV, § 18(2)(a), Colorado Constitution.
 - 2.2. The Parties hereto are each authorized to lawfully provide, establish, maintain, and operate law enforcement and other emergency services.
 - 2.3. Contiguous boundaries often result in more than one law enforcement agency becoming involved in the investigation of criminal enterprises.
 - 2.4. The ability of a Party to respond to criminal enterprises may be limited by its personnel and equipment.
 - 2.5. The Parties desire to establish and implement the West Metro Drug Task Force (hereinafter referred to as “Task Force”) to be utilized in the identification, investigation, and prosecution of individuals and groups involved with the trafficking of illegal drugs and associated criminal enterprises.
 - 2.6. The Parties established, or joined later, the Jefferson County Task Force pursuant to an intergovernmental agreement dated September 20, 1995, as amended (“Original Agreement”), which the Parties wish to replace and supersede with the terms of this Agreement.
 - 2.7. Establishment of this Agreement promotes a public purpose and the safety, security, and general welfare of the inhabitants of Jefferson County.
3. **PREVIOUS AGREEMENT.** The Parties agree that the terms and conditions of the Original Agreement are superseded in their entirety by this Agreement, and the terms of the Original Agreement shall cease to apply to the Task Force.
4. **TASK FORCE.**
 - 4.1. This Agreement is to facilitate cooperation between the Parties in the provision of the services provided herein but does not establish a separate legal entity to do so. The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout the term of this Agreement.
 - 4.2. For and in consideration of the promises of the Parties set forth herein, each Party agrees, subject to the limitations herein set forth, to aid and assist the other Parties by causing and permitting its law enforcement personnel and its equipment to be used in conducting overt and covert investigations of criminal activity in the jurisdiction of any of the others Parties in including but not limited to the trafficking of illegal drugs or alcohol, money laundering, fencing stolen property, gambling, prostitution, and other vice offenses, or other exceptional instances when

AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT TO ESTABLISH
THE WEST METRO DRUG TASK FORCE

covert investigation procedures are needed in the jurisdiction served by one Party which are in the common interest of the law enforcement agency of each Party.

- 4.3. Each Party shall maintain that level of personnel and equipment necessary to meet its obligations under this Agreement.
- 4.4. Response by any Party beyond the jurisdiction of the responding Party is hereby deemed to be approved by the Parties and such response shall require no further approval or request for mutual aid by the responsible officials of any Party, unless this Agreement is later modified through written amendment or unless otherwise required by law.
- 4.5. Governing Board. A governing board shall be created to establish policy, approve procedures, and oversee operational and administrative matters of concern to the Task Force, referred to as the "Governing Board." The Governing Board shall include the CEO or designee of each Party. The Governing Board shall also make determinations with respect to distribution of Task Force funds to the Parties. The Governing Board shall elect a chairperson based on a vote of the majority. The Governing Board shall meet not less than quarterly.
- 4.6. Policies and Procedures. Each Party shall implement the provisions of this Agreement by establishing policies and procedures concerning equipment, training, and personnel standards for personnel who will be assigned to the Task Force ("Officer" or "Officers") subject to the following limitations:
 - 4.6.1. To be eligible for assignment to the Task Force, Officers must pass and maintain pertinent and lawful performance standards which have been approved by the Governing Board. The standards may pertain to firearm qualifications, physical fitness standards, drug screenings or other performance standards.
 - 4.6.2. Any disciplinary action imposed against an Officer as a result of his or her involvement or participation in the Task Force shall be the responsibility of the Officer's respective agency.
 - 4.6.3. An Officer who has passed the performance standards is not eligible for appointment to the Task Force unless all members of the Governing Board agree to such assignment. Any Officer assigned to the Task Force shall be removed from the Task Force at any time, with or without cause, at the request of the Officer's appointing agency.
 - 4.6.4. The forms utilized by all Officers assigned to the Task Force to record investigative and administrative activities pursuant to Task Force involvement shall be those forms currently in use by the Jefferson County Sheriff.
 - 4.6.5. All evidence and property seized by Officers assigned to the Task Force shall be seized, identified, preserved, booked, and stored pursuant to the policies and procedures in effect with the Commission on Accreditation for Law Enforcement Agencies, as may be amended from time to time.
 - 4.6.6. Each Officer assigned to the Task Force shall be provided a vehicle and the personal equipment required for the execution of law enforcement duties by their respective agencies.

AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT TO ESTABLISH
THE WEST METRO DRUG TASK FORCE

4.6.7. Officers assigned to the Task Force shall be subject to the supervision of the supervisory and command personnel assigned to the Task Force regardless of which Party assigned the supervisor or Officer to the Task Force.

4.7. Financial Matters.

4.7.1. The Task Force shall be funded by asset forfeiture funds that are equitably shared with the Financial Host, as defined herein, by the Federal Government in accordance with the “Guide to Equitable Sharing of Federally Forfeited Property for State and Law Enforcement Agencies,” and the policies and procedures of the local offices of the relevant Federal agencies or departments (“Forfeiture Funds”).

4.7.2. Financial Host. The Jefferson County Sheriff shall act as the Financial Host for the Task Force. The Financial Host is responsible for applying for, receiving, maintaining and reporting federal Forfeiture Funds. All Forfeiture Funds received by the Financial Host shall be maintained in separate revenue accounts or accounting codes by the Financial Host’s jurisdiction. These funds will be treated in the same manner as appropriated funds, including procedures for all procurement and approval processes and inclusion in all single audit requirements by the Financial Host. The Parties agree that Forfeiture Funds are property of the Financial Host. The Governing Board may, if and when it desires, by unanimous selection designate a different Financial Host.

4.7.3. Forfeiture Funds awarded to the Financial Host on behalf of the Task Force shall be spent by direction of the Governing Board. Forfeiture Funds shall first be expended in support of Task Force operations, such as paying the normal operating expenses of the Task Force, including, but not limited to; leases, rental of undercover vehicles, training of personnel, and investigative costs. The Financial Host will not expend funds at the direction of, or for the sole use of, federal agencies.

4.7.4. The Financial Host will submit the sharing request for all Forfeiture Funds and will receive and maintain the shared Forfeiture Funds in support of the Task Force, except as otherwise provided in section 4.7.5 of this Agreement. The Financial Host must be a party to this Agreement and an Equitable Sharing Program (“Program”) participant and compliant with the Program guidelines and reporting requirements. The Financial Host may submit one Equitable Sharing Request form (DAG-71) or Treasury TD F 92-22.46 form (TD F) under its NCIC code on behalf of the Task Force members. The DAG-71 or TD F form must include the total workhour and qualitative contributions of all agencies in the investigation.

4.7.5. In the event equitably shared funds received in a fiscal year exceed 115% of the authorized budget for the Task Force, each Party may submit its own sharing request for subsequent funds as long as they are Program participants and compliant with the Program guidelines and reporting requirements. The Party must submit an individual DAG-71 or TD F form under its own NCIC code. Funds subject to this subparagraph will be distributed based upon the level of participation by each Party: Each Party will receive one participation credit for each of its personnel assigned full-time to the Task Force at the time the sharing request is submitted, including those individuals assigned as Task Force Officers to a Federal Drug Task Force, except that the District Attorney shall receive 1.5 participation credits, but no less than 4% of distributed Forfeiture Funds. The total number of participation credits shall

AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT TO ESTABLISH
THE WEST METRO DRUG TASK FORCE

equal 100. The Task Force Commander shall be tasked with maintaining a current list of Officers and shall submit the appropriate percentages for distribution based upon current participation to the Program with each DAG-71 or TD F form.

- 4.7.6. The agency expending Forfeiture Funds must report the expenditure and maintain ownership and control of any tangible items. Should the Task Force dissolve or the Financial Host withdraw, all equipment must be returned to the purchasing agency. Furthermore, the agency will not expend funds at the direction of or for the sole use of federal agencies.
- 4.7.7. Each Party must file an Equitable Sharing Agreement and Certification (ESAC) form to the United States Department of Justice Asset Forfeiture Program.
- 4.7.8. Task Force forfeiture funds will be audited on a quarterly basis by accounting personnel employed by Parties to this Agreement but not employed by the Financial Host. The results of the audit will be presented to the Governing Board for review. Governing board members, at their discretion, may elect to conduct an independent audit of the forfeiture funds.
- 4.7.9. Forfeitures resulting from seizures of money and/or personal and real property resulting from any individual Party's operations outside of the Task Force operations shall not be considered as Forfeiture Funds for the Task Force and shall be the sole property of the Party whose operation generated the forfeiture assets.
- 4.7.10. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution Article X, Section 20 and financial obligations of any Party after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available by such Party's governing body.
5. ADDITIONAL PARTIES. Municipalities situated partly or wholly within Jefferson County who wish to join this Agreement may do so by an amendment to this Agreement executed by each Party.
6. TERM AND TERMINATION. This Agreement shall take effect upon its execution by all Parties and continue indefinitely until terminated as provided herein.
 - 6.1. Any Party may terminate its participation in this Agreement with or without cause upon 30 days prior written notice to each of the other Parties. Any such termination shall terminate the obligations of the withdrawing Party only.
 - 6.2. The Parties may agree by unanimous vote of the Governing Board to terminate the Task Force, with written notice provided to each Party. Upon termination of the Task Force, any Forfeiture Funds remaining after payment of all Task Force obligations shall become property of the Financial Host.

AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT TO ESTABLISH
THE WEST METRO DRUG TASK FORCE

7. LIABILITY AND IMMUNITY.

- 7.1. Each Party will be responsible for its own negligent or intentional acts or omissions and for those of its employees, officers, agents and volunteers.
- 7.2. The Parties agree that in the event any claim or suit is brought against any Party by any third party as a result of the operation of this Agreement, the involved Parties will cooperate with each other, and with the involved Parties' insuring entities, in defending such claim or suit.
- 7.3. The Parties shall, at their own expense, keep in full force and effect during the term of this Agreement, sufficient General Liability Insurance, Comprehensive Automotive Liability Insurance, and Worker's Compensation Insurance, or adequate self insurance funds covering the same.
- 7.4. The Parties intend that nothing herein shall be deemed or construed as a waiver by any Party of any rights, immunities, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (§ 24-10-101, C.R.S., et seq.) as now or hereafter amended or otherwise available at law or equity.

8. ADDITIONAL PROVISIONS.

- 8.1. None of the Parties waive its rights under the Colorado Governmental Immunity Act.
- 8.2. Each Party shall meet its obligations as set forth in C.R.S. § 29-1-205, as amended, to include information about this Agreement in a filing with the Division of Local Government; however, failure to do so shall in no way affect the validity of this Agreement or the remedies available to the Parties hereunder.
- 8.3. The Parties, for themselves, their agents, employees and representatives, agree that they will not divulge any confidential or proprietary information they receive from the other Parties or to which they may otherwise have access, except as may be required by law.
- 8.4. This Agreement contains the entire agreement of the Parties relating to the subject matter hereof and, except as otherwise provided herein, this Agreement may not be modified or amended except by written agreement of the Parties.
- 8.5. No elected or employed member of any Party shall be paid or receive, directly or indirectly, any share or part of this Agreement or any benefit that may arise therefrom.
- 8.6. No Party shall knowingly perform any act that would conflict in any manner with said Party's obligations hereunder. Each Party certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of its obligations hereunder.
- 8.7. This Agreement shall inure to the benefit of, and be binding upon, the Parties, their respective legal representative, successors, heirs, and assigns, provided that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.
- 8.8. Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement that require continued performance or compliance beyond the

AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT TO ESTABLISH
THE WEST METRO DRUG TASK FORCE

termination or expiration of this Agreement shall survive such termination or expiration and shall be enforceable against a Party if such Party fails to perform or comply with such term or condition.

- 8.9. The failure of a Party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.
- 8.10. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all right 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 third Party. It is the express intention of Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
- 8.11. 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. 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.
- 8.12. Each Party represents that all procedures necessary to authorize such Party's execution of this Agreement have been performed and that the person signing for such Party has been authorized to do so.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the last date below.

CITY OF ARVADA,
STATE OF COLORADO

By: _____
Marc Williams, Mayor

Date: _____

APPROVED AS TO FORM

Christopher K. Daly, City Attorney

By: _____

CITY OF LAKEWOOD,
STATE OF COLORADO

By: _____
Kathleen E. Hodgson, City Manager

Date: _____

ATTEST:

Margy Greer, City Clerk

Approved as to form:

Jennifer S. Roth, Deputy City Attorney - Criminal

Recommended for Approval:

Daniel J. McCasky, Chief of Police

CITY OF WHEAT RIDGE,
STATE OF COLORADO

By: _____

Bud Starker, Mayor

Date: _____

APPROVED AS TO FORM

CITY OF GOLDEN,
STATE OF COLORADO

By: _____

Marjorie Sloan, Mayor

Date: _____

APPROVED AS TO FORM

THE DISTRICT ATTORNEY FOR THE FIRST
JUDICIAL DISTRICT OF COLORADO

By: _____

Peter Weir, District Attorney

Date: _____

APPROVED AS TO FORM

COUNTY OF JEFFERSON,
STATE OF COLORADO

By: _____

Jeff Shrader, Sheriff

Date: _____

APPROVED AS TO FORM

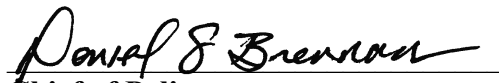
REQUEST FOR CITY COUNCIL ACTION


**TITLE: RESOLUTION NO. 71-2018 – A RESOLUTION APPROVING
A MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF WHEAT RIDGE AND THE UNITED STATES
SECRET SERVICE FOR MEMBERSHIP IN THE
COLORADO ELECTRONIC CRIMES TASK FORCE**

☐ PUBLIC HEARING
☐ BIDS/MOTIONS
☒ RESOLUTIONS

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

QUASI-JUDICIAL: ☐ YES ☒ NO


Chief of Police


City Manager

ISSUE:

Currently the Wheat Ridge Police Department is not equipped to perform computer forensic examinations on computers that may contain evidence of criminality. When such examinations are needed, the department has very limited options. None of these options present a level of service commensurate with that which the department strives to provide. Further, all of these options require some measure of control over the criminal investigation to be ceded to another organization or authority outside the control of the Wheat Ridge Police Department.

PRIOR ACTION:

Council has not taken prior action on this issue.

FINANCIAL IMPACT:

There will be no financial impact to the City of Wheat Ridge. The United States Secret Service provides equipment, training, and pays associated costs.

BACKGROUND:

Membership in the Colorado Electronic Crimes Task Force will grant the department access to computer forensic resources in place with other members, as well as queue the

organization to obtain training and equipment provided and paid for by the United States Secret Service.

Membership in the CECTF requires only a commitment of time from Wheat Ridge Police, all training and equipment costs are paid for entirely by USSS. At fruition, the commitment of the agency to the program would be to assist other agencies periodically with their computer forensic imaging needs, and to commit to assist the USSS for a period of three years with their investigational needs in the event of a large-scale cyber-attack against a sector of Colorado's critical infrastructure.

An internal review of the need for, and potential use of, a program of this nature was conducted. Using historical data, numerous past cases were identified wherein a program such as this would have increased the efficiency of the investigations bureau and provided an increased level of customer service to the citizens we serve.

RECOMMENDATIONS:

Staff recommends that City Council approve Membership in the Colorado Electronic Crimes Task Force.

RECOMMENDED MOTION:

"I move to approve Resolution No. 71-2018, a resolution approving a memorandum of understanding between the Wheat Ridge Police Department and the United States Secret Service for membership in the Colorado Electronic Crimes Task Force."

Or,

"I move to deny Resolution No. 71-2018, a resolution approving a memorandum of understanding between the Wheat Ridge Police Department and the United States Secret Service for membership in the Colorado Electronic Crimes Task Force., for the following reason(s) _____."

REPORT PREPARED/REVIEWED BY:

Darrel Guadnola, Investigations Bureau Commander

Daniel Brennan, Chief of Police

Patrick Goff, City Manager

ATTACHMENTS:

1. Resolution No. 71-2018
2. MOU between the City of Wheat Ridge and the United States Secret Service

CITY OF WHEAT RIDGE, COLORADO
RESOLUTION NO. 71
Series of 2018

TITLE: A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WHEAT RIDGE AND THE UNITED STATES SECRET SERVICE FOR MEMBERSHIP IN THE COLORADO ELECTRONIC CRIMES TASK FORCE

WHEREAS, the City of Wheat Ridge, Colorado (the “City”), acting through its City Council (“Council”), is a home rule municipality with statutory and constitutional authority to enact ordinances and enter into agreements for the protection of the public health, safety and welfare; and

WHEREAS, pursuant to C.R.S. § 29-1-203, the City is authorized to enter into cooperative agreements with other governmental entities to provide and receive certain functions and services; and

WHEREAS, the United States Secret Service (USSS) has proposed a memorandum of understanding with the City to provide an avenue for potential reimbursement of overtime costs and other expenses directly related to work performed by City officer(s) assigned to assist the USSS’s Colorado Electronic Crimes Task Force (CECTF); and

WHEREAS, the City Council finds that the potential reimbursement of such costs and expenses is wise to authorize and pursue, even if federal funding is not guaranteed, and therefore wishes to approve the MOU; and

WHEREAS, Section 14.2 of the Wheat Ridge Home Rule Charter authorizes the Council, acting by resolution or ordinance, to enter into agreements with other governmental units for the furnishing and receiving of commodities and services.

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

The attached memorandum of understanding between the City of Wheat Ridge and the United States Secret Service for membership in the Colorado Electronic Crimes Task Force, is hereby approved.

DONE AND RESOLVED this ____ day of _____, 2018.

Bud Starker, Mayor

ATTEST:

Janelle Shaver, City Clerk

ATTACHMENT 1

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WHEAT RIDGE AND THE UNITED STATES SECRET SERVICE

The City of Wheat Ridge, Colorado (“City”) and its Police Department and the United States Secret Service (USSS) enter into this memorandum of understanding (MOU), which becomes effective with the signatures of both parties and remains in effect until terminated by the mutual agreement of the City and the USSS or upon 30 day written notice by either party to this agreement. This MOU does not supersede a previous agreement.

I. AUTHORITY

This MOU is established pursuant to Title 18, United States Code, Section 3056 and provisions of Public Law 107-56, Title I, Section 105, the Uniting and Strengthening of America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001. This act directed the USSS to take appropriate actions to expand the national network of Electronic Crimes Task Forces (ECTF) throughout the United States.

Additionally, this MOU is established pursuant to provisions of the Treasury Forfeiture Fund Act of 1992, 31 USC 9703, as amended. This act established the Department of the Treasury Forfeiture Fund and authorized the payment of certain overtime expenditures, travel, fuel, training, equipment and other similar costs of State and Local law enforcement officers, that are involved in joint operations, with a Department of the Treasury law enforcement organization, as prescribed in 31 USC 9703 (a)(1)(I) (hereinafter “overtime costs and other expenses”).

II. PURPOSE

This MOU establishes the procedures and responsibilities of both the Wheat Ridge Police Department and the USSS for the reimbursement of certain overtime costs and other expenses pursuant to 31 USC 9703. In addition, this MOU articulates the USSS’s preference that Wheat Ridge Police Department personnel who are trained and equipped at the National Computer Forensic Institute (NCFI) be made available for a three (3) year period to assist the USSS in the event of a large-scale cyber attack against a sector of the Critical Infrastructure within their state.

III. BACKGROUND

While the Secret Service leads this innovative effort, the agency believes in partnerships with strong emphasis on prevention and education, in addition to traditional law enforcement measures. The Secret Service will combine with other task force partners to provide resources and investigative techniques to the ECTF mission, as well as facilitating and administering task force operations. Other law enforcement agencies bring additional criminal enforcement jurisdiction, resources, manpower, and expertise to

the ECTF mission. Representatives from private industry and academia also enhance the mission by bringing a wealth of technical expertise and research capabilities.

The Colorado Electronic Crimes Task Force (CECTF) mission is to establish a strategic alliance of Federal, State, and Local law enforcement agencies, private sector technical experts, prosecutors, academic institutions, and private industry in order to confront and suppress technology-based criminal activity that endangers the integrity of our Nation's financial payment systems and poses threats against our Nation's critical infrastructure.

The ultimate goal of the CECTF is to provide a productive framework and collaborative crime-fighting environment in which the resources of its participants can be combined to effectively and efficiently to make a significant impact on electronic (cyber) crimes.

IV. RESPONSIBILITIES

The parties agree to the following conditions:

- (a) The Wheat Ridge Police Department may request reimbursement of payment of overtime costs and other expenses directly related to work performed by its officer(s) assigned to assist the U.S. Secret Service's CECTF in conducting official investigations. The Wheat Ridge Police Department will submit all requests for reimbursement payments, together with appropriate documentation, to the U.S. Secret Service's CECTF Supervisor. Request for reimbursement will be based solely upon overtime worked and other expenses performed on behalf of the U.S. Secret Service's CECTF.
- (b) All reimbursement hours of overtime costs and all other expenses covered under this MOU must be approved and certified by the U.S. Secret Service CECTF supervisor. The reimbursable overtime payments will be based upon the actual hourly overtime rate, exclusive of matching employer contributions for any taxes or benefits.
- (c) The U.S. Secret Service CECTF supervisor will forward all approved reimbursement requests through the Special Agent in Charge (SAIC) Criminal Investigative Division, Office of Investigations, to the Treasury Forfeiture Fund's payment agent, the U.S. Customs National Finance Center (NFC).
- (d) During the period of assignment to the CECTF, the Wheat Ridge Police Department will remain responsible for establishing the salary and benefits, including overtime of the officer(s) assigned to the Task Force and making all payments due them. Reimbursement under this MOU is contingent upon the availability of mandatory funds allocated to the U.S. Secret Service through the Department of the Treasury Forfeiture fund.
- (e) The Wheat Ridge Police Department shall permit and have readily available for examination and auditing by the U.S. Secret Service, the Department of Treasury, the Comptroller of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or

expenditures relating to this agreement. They shall maintain all such records and reports until all audits and examinations are completed and resolved, or for a period of three (3) years, whichever is sooner.

- (f) Payments may be made to the extent they are included in the U.S. Secret Service Fiscal Year Plan and the monies are available within the Department of Treasury Forfeiture Fund to satisfy the request(s) for reimbursable expenses. It should also be understood that the total amount(s) made available to the U.S. Secret Service through the Department of the Treasury Forfeiture Fund, for reimbursement to the Wheat Ridge Police Department, could change at any time.
- (g) Pursuant to the Treasury Executive Office for Asset Forfeiture (TEOAF) directive number 18, the maximum reimbursement entitlement for overtime costs to any one law enforcement official cannot exceed fifteen-thousand (\$15,000.00) dollars during the fiscal year.
- (h) This document does not obligate funds. Funding authority will be provided through other documents.
- (i) The Wheat Ridge Police Department shall provide the U.S. Secret Service within 10 days of the signing of this MOU, with their agency's mailing address, contact name, telephone number and tax identification number. Further, this agency must provide the name, account number and ABA routing number of the financial institution where the Wheat Ridge Police Department wants the Electronic Funds transfer (EFT) payment deposited for the reimbursement of overtime salary costs. Failure to provide this information within the prescribed period of time will nullify this MOU agreement.
- (j) The Wheat Ridge Police Department is strongly encouraged to make its personnel who are trained and equipped at the National Computer Forensic Institute (NCFI) available to assist the USSS in the event of a large-scale cyber attack against a sector of the Critical Infrastructure within their state. The USSS contemplates that Wheat Ridge Police Department will provide this assistance for a period of at least three (3) years after its employee completes his NCFI training.

V. POINTS OF CONTACT:

The U.S. Secret Service's CECTF Supervisor shall serve as the primary point of contact. The Supervisor of the CECTF, 5619 DTC Parkway, Suite 400, Greenwood Village, CO 80111 can be reached at 303-850-2700.

The Wheat Ridge Police Department's Investigations Bureau Commander shall serve as the primary point of contact. The Investigations Bureau Commander of the Wheat Ridge Police Department 7500 W. 29th Ave. Wheat Ridge, CO 80033 can be reached at (303) 235-2949.

VI. OTHER PROVISIONS:

Nothing in this Agreement is intended to conflict with federal law or the directives of the DHS or the Wheat Ridge Police Department. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in effect.

VII. EFFECTIVE DATE:

The terms of this Agreement will become effective on December 3, 2018.

VIII. MODIFICATIONS:

The terms of this Agreement may be amended upon mutual written consent of both the U.S. Secret Service's Colorado Electronic Crimes Task Force and the Wheat Ridge Police Department.

SAIC John A. Gullickson

U.S. Secret Service
Denver Field Office

Date: _____

Bud Starker, Mayor

Date: _____

ATTEST:

Janelle Shaver, City Clerk

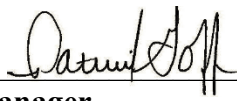
SAIC
U.S. Secret Service
Criminal Investigative Division

Date: _____

REQUEST FOR CITY COUNCIL ACTION**TITLE: COUNCIL BILL NO. 34-2018 – AN ORDINANCE APPROVING THE SALE OF DESIGNATED PARK LAND AT THE INTERSECTION OF WEST 38TH AVENUE AND JOHNSON STREET AND IN CONNECTION THEREWITH, AUTHORIZING EXECUTION OF AN AGREEMENT FOR SAID SALE**

- | | |
|--|---|
| <input checked="" type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> ORDINANCES FOR 1 ST READING (11/26/2018) |
| <input type="checkbox"/> BIDS/MOTIONS | <input checked="" type="checkbox"/> ORDINANCES FOR 2 ND READING (12/10/2018) |
| <input type="checkbox"/> RESOLUTIONS | |

QUASI-JUDICIAL: ☐ YES ☒ NO

Parks and Recreation Director

City Manager**ISSUE:**

The City has the opportunity to sell the vacant parcel of park property located on the southwest corner of 38th Avenue and Johnson Street for the development of a CVS Pharmacy. This parcel was not originally developed as part of Discovery Park due to:

1. Maximizing efficient use of site to meet the goals of the Park Master Plan; and
2. The site's proximity to the Appleridge Café, currently located on the southeast corner of 38th Avenue and Kipling Street. (Aerial photo attached)

The City Charter requires a unanimous vote of city council to dispose of park property. The Wheat Ridge Charter addresses the disposal of park land in Section 16.5.

“The city shall not sell or dispose of municipally owned buildings or real property for a public purpose, without first obtaining the approval, by ordinance, of three-fourths of the entire council. Unanimous approval of the entire council, by ordinance, shall be necessary for sale or disposition of designated park land.”

PRIOR ACTION:

At the May 10, 2018 study session, this item was presented. City Council reached a consensus to continue to move forward on the disposal of the park property.

On May 10, 2010 City Council approved the sale of a portion of park property to the south of the Appleridge Café to address the issues with café site parking needs. At that time, the following information was provided to Council as part of the Park Master Plan adoption action:

“The park master plan was designed to achieve a win-win situation with the existing restaurant business located on the corner. The plan identifies the northeast corner of the parkland as an area for future development. The restaurant property owner at this time does not wish to purchase the entire 0.85 acres. A lot will be platted for future sale when, and if, the restaurant property re-develops. This park parcel will remain vacant in the future to allow for future development, sale and or lot consolidation with the restaurant property.”

City Council approved a resolution to obtain an appraisal on the applicable portion of park property adjacent to the Appleridge Café on August 28, 2008. City Council approved the transfer of the reverter clause from this park parcel to the Baugh House property on September 28, 2009 as one of the required steps to allow for the future disposal of the park property.

FINANCIAL IMPACT:

An appraisal was completed on the property in March 2017 and has been updated. In March of 2017 the City and developer agreed on the 2017 appraised price as a basis for moving forward with the development of the property.

The parcel is 0.5 acres in size and the appraised price, when consolidated with the adjacent lot, was \$600,000 in 2017. The updated appraisal information documents the value of the property at \$650,000. The land that is now Discovery Park, including this parcel was purchased with the City’s attributable share of Open Space Funds and Jefferson County Bond Funds. Jefferson County Open Space does not have a financial interest in the property due to the removal of the reverter clause encumbrance on this portion of the park property. The original purchase price for the entire 8 acre site that is now Discovery Park, including the undeveloped area under discussion for sale, was \$1,245,500.

All proceeds from the sale of the property are required to be placed in the Open Space Fund 32 for park and recreation purposes due to the fact that open space funds were used to originally purchase the property. The funds from the sale of this park property would be used for construction of Phase II of Prospect Park Renovation. Phase I has been completed, Phase II is on hold due to the additional funding required for the Anderson Park Renovation that was originally slated for Phase II of the Prospect Park Renovation.

BACKGROUND (PARK):

The Master Plan for the park was developed with the consideration that the corner parcel, when combined with the Appleridge Restaurant site provided opportunity for future commercial development. Thus, in 2008 the City Council approved the rezoning of the property to Planned Commercial Development, it was the intent this property would eventually develop as a commercial venture. This action was viewed as a compromise in the community since Discovery Park was constructed on property that originally had the potential for commercial development.

Construction of the park was completed in 2010. The park meets the needs of the community through the amenities and facilities in the park. These include a skate park, a variety of play structures, a splash pad, picnic shelters, walking trails and athletic practice fields. There is adequate parking to support these activities. This portion of the site is not required to meet any future park development needs.

On October 17, 2018, the Wheat Ridge Parks and Recreation Commission was presented information regarding the sale of the excess park property. The Committee voted 2-2-1 on the sale of the vacant parcel.

BACKGROUND (CVS):

In early 2017, CVS, through their representative AJ Barbato, approached the City regarding the development of the above stated parcels for the development of a new CVS Pharmacy. Barbato stated that negotiations were underway with the owner of the Appleridge Café for acquisition and potential relocation of the café. Appleridge was willing to have their site acquired as long as an adequate new site, within the same geographical area could be identified for relocation.

In order to develop the new CVS, the developer would also need to acquire the vacant parcel to the east of the café. This parcel is owned by the City of Wheat Ridge and under the control of the Parks and Recreation Department. The Department has identified this parcel as a remnant piece of land that is not needed to meet current or future park needs.

The City requested the developer initiate an appraisal for the land value and purchase price. The initial appraisal was completed on March 26, 2017 by Mac Taggart & Mosier, Inc. which created a market value estimate for standalone secondary commercial premise at \$400,000 and an assemblage to the full development of the CVS at \$600,000. The developer agreed to pay the appraised amount.

During this period, the developer was able to identify a parcel that was suitable for the Appleridge café relocation. The developer went under contract to obtain the site located directly south of the Recreation Center on Kipling, just north of the lot currently under redevelopment for the Circle K convenience station. The developer entered into negotiations with the owner of the café for acquisition and relocation. The negotiations were completed in early summer 2018.

Because it had been over a year since the completion of the initial appraisal, the City requested a new appraisal based on current conditions. The second appraisal was conducted by the same firm who identified the standalone value at \$450,000 and the market value estimate for the assemblage at \$650,000. In the letter attached to this report, CVS has agreed to purchase the vacant site at the most recent appraised value of \$650,000.

CVS anticipates requesting the use of tax increment financing (TIF) available through the Wheat Ridge Urban Renewal Authority (Authority). At this time, the amount of TIF is still being calculated through a pro forma which will be evaluated by the Authority. If any portion of sales tax will be utilized in the TIF, the Council will be asked to adopt a resolution approving a Cooperation Agreement with the Authority.

CVS anticipates the construction of a building just over 13,000 square feet with a drive-thru pharmacy. The new Appleridge Café will be approximately 3,000 square feet.

TRAFFIC:

A formal site plan has not been submitted by the developer, but it is anticipated they will seek:

- A right-in, right-out access point along Kipling Street (CDOT approval required)
- Full access onto Johnson Street
- A right-in, right out movement along West 38th Avenue

The City requested of CVS to provide some anticipated traffic flows from the site. The attached letter is not a full traffic study, but only a study based on International Transportation Engineers (ITE) figures from the *Trip Generation Manual*. If the project moves forward, a full traffic study will be commissioned.

The attached letter from Kimley Horn provides trip generation estimates between the development of both pads for a CVS, compared to the development of both pads with the existing Appleridge Café at its existing site and a fast food establishment with a drive-thru on the vacant pad. The ITE data shows a combined Appleridge and fast food restaurant would generate approximately 1,752 daily vehicle trips while a standalone CVS would create 1,432 trips, a difference of 320 less trips. The distribution of the traffic was not analyzed.

PROCESS:

If the Council approves the ordinance, as conditions of the sale and prior to the initiation of construction, TMC Colorado would be required to close on its purchase of the Café property, a purchase and sale agreement between TMC Colorado and the City must be signed, and the property would need to be consolidated with the Café property under a consolidation plat. The final development will also require the site to meet all the building codes of the City and adhere to the Architectural Site Design Manual.

RECOMMENDATIONS:

Staff recommends the sale of the excess property for the following reasons:

1. The land in question is excess property and is not part of any future development plans of Discovery Park and was rezoned in 2008 to Planned Commercial Development.
2. The sale will provide an additional \$650,000 to the Parks and Recreation Department for improvements to Prospect Park.
3. If the sale were to not occur, the vacant land has no market value as a 'stand-alone' parcel for commercial development.
4. The restaurant on the adjoining parcel is over 50-years old and the owner of the Applebridge Café desires the relocation of the restaurant.
5. The development of a CVS Pharmacy will provide additional sales tax revenues.
6. Traffic patterns indicate that vehicular movement will exit onto 38th Avenue from Johnson Street.

RECOMMENDED MOTION:

"I move to approve Council Bill No. 34-2018, an ordinance approving the sale of designated park land at the intersection of West 38th Avenue and Johnson Street, and in connection therewith, authorizing execution of an agreement for said sale on second reading and that it takes effect fifteen (15) days after final publication.

Or,

"I move to postpone indefinitely Council Bill No. 34-2018, an ordinance approving the sale of designated park land at the intersection of West 38th Avenue and Johnson Street for the following reason(s) _____."

REPORT PREPARED BY:

Steve Art, Economic Development Manager/Executive Director – Renewal Wheat Ridge

Joyce Manwaring, Director of Parks and Recreation

Gerald Dahl, City Attorney

Patrick Goff, City Manager

ATTACHMENTS:

1. Council Bill No. 34-2018
2. Parcel Map
3. 2017 Appraisal
4. 2018 Appraisal
5. Purchase Agreement Letter
6. Traffic Generation Letter (Kimley/Horn)

CITY OF WHEAT RIDGE, COLORADO
INTRODUCED BY COUNCIL MEMBER POND
Council Bill No. 34
Ordinance No. _____
Series 2018

TITLE: AN ORDINANCE APPROVING THE SALE OF DESIGNATED PARK LAND AT THE INTERSECTION OF WEST 38TH AVENUE AND JOHNSON STREET AND, IN CONNECTION THEREWITH, AUTHORIZING EXECUTION OF AN AGREEMENT FOR SAID SALE

WHEREAS, the City of Wheat Ridge, Colorado ("City") owns certain real property within the City at the intersection of West 38th Avenue and Johnson Street that is designated as park land (the "Park Property"); and

WHEREAS, a portion of the Park Property is adjacent to private property for which TMC Colorado, LLC, an Indiana Limited Liability Company ("TMC Colorado") is the contract purchaser and upon which a café business is currently located (the "Café Property"); and

WHEREAS, in 2008, the City approved a master park plan for the Park Property that included information regarding the reservation of this property for future consolidation with the adjacent private property; and

WHEREAS, in furtherance of both of these goals, the City and TMC Colorado are negotiating an agreement under which the City will convey the Park Property to TMC Colorado for a purchase price of \$650,000 for the purpose of commercial development; and

WHEREAS, the property the City proposes to convey to TMC Colorado is designated park land; and

WHEREAS, pursuant to the Wheat Ridge City Charter Section 16.5, the unanimous approval of the entire City Council, by ordinance, is necessary to sell or dispose of designated park land; and

WHEREAS, the City Council finds and determines that the sale of a portion of the park land located at West 38th Avenue and Johnson Street does not impact the use or needs of the adjacent park; and

WHEREAS, the City Council therefore desires to approve the sale of the Park Property conditioned upon execution of a purchase and sale agreement, acquisition of the Café Property by TMC Colorado and the consolidation of the same with the Park Property.

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

Section 1. Sale of Park Property Approved. Pursuant to Charter Section 16.5, the City Council hereby approves the sale to TMC Colorado, LLC of certain City-owned property designated as park land for a purchase price of \$650,000, and which land is more particularly described on **Exhibit 1**, attached hereto and incorporated herein by this reference.

Section 2. Agreement Approved. In connection with the sale of park land approved by Section 1 above, the City Council hereby authorizes and directs the Mayor and City Clerk to execute a purchase and sale agreement and associated documents, in form approved by the City Attorney.

Section 3. Conditions of Approval of Sale of Property. The sale of property and agreement approved by Sections 1 and 2 above is expressly contingent upon the satisfaction of all of the following conditions precedent: (1) the execution of a purchase and sale agreement in form approved by the City Attorney, (2) the acquisition of title by TMC Colorado, LLC of the Café Property, and (3) final approval of a consolidation plat and such other required land use approvals to permit the unified development of the Café Property and the Park Property. Should any one of these conditions precedent fail to occur on or before June 10, 2019, the approvals set forth in Sections 1 and 2 above shall never become effective.

Section 4. 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 5. Effective Date. This Ordinance shall take effect fifteen (15) days after final publication, as provided by Section 5.11 of the Charter.

INTRODUCED, READ, AND ADOPTED on first reading by a vote of 8 to 0 on this 26th day of November, 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 December 10, 2018 at 7:00 p.m., in the Council Chambers, 7500 West 29th Avenue, Wheat Ridge, Colorado.

READ, ADOPTED AND ORDERED PUBLISHED on second and final reading by a vote of _____ to _____ this, _____ day of _____, 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: November 29, 2018
Second Publication:
Wheat Ridge Transcript
Effective Date:

EXHIBIT 1

Park Property

LEGAL DESCRIPTION

A parcel of land in the NW ¼ of Section 27, T3S, R69W of the 6th PM, described as: Lot 3 and Tract A, 38th & Kipling Subdivision, City of Wheat Ridge, Jefferson County, Colorado, excluding therefrom right of way parcels of 15.25 and 19.5 feet in width along the norther boundary thereof, and a right of way parcel of 1.5 feet in width along the eastern boundary thereof, and retaining a drainage easement 15 feet in width across Tract A, as shown on the attached **Exhibit 1A**.

Exhibit 1A
Diagram of Park Property
[Attached]



3790 W. 38th Avenue

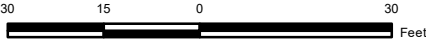
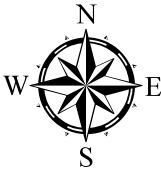
Legend

ROW_CURRENT
Interstate
State_Highway

Road Centerline

CLASS

- Primary road, interstate highway, limited access road
- Secondary road, U.S. highway
- Connecting road, county roads
- Neighborhood road, city street, unimproved road
- Special Road Feature
- EASE_Utility



Horizontal Coordinate System:
NAD83/92 State Plane, Colorado Central Zone 0502

Vertical Datum: NAVD88

DISCLAIMER NOTICE:

This is a pictorial representation of geographic and demographic information. Reliance upon the accuracy, reliability and authority of this information is solely the requestor's responsibility. The City of Wheat Ridge, in Jefferson County, Colorado - a political subdivision of the State of Colorado, has compiled for its use certain computerized information. This information is available to assist in identifying general areas of concern only. The computerized information provided herein should only be relied upon with corroboration of the methods, assumptions, and results by a qualified independent source. The user of this information shall indemnify and hold free the City of Wheat Ridge from any and all liabilities, damages, lawsuits, and causes of action that result as a consequence of his reliance on information provided herein.



Wheat Ridge

7500 West 29th Avenue
Wheat Ridge, CO 80033-8001
303.234.5900

DATE: 11/08/2018

APPRAISAL

of

LAND

**EAST OF THE SOUTHEAST CORNER
38TH AVENUE AT KIPLING STREET
WHEAT RIDGE, COLORADO**

Prepared For

CITY OF WHEAT RIDGE

Valuation Date

MARCH 26, 2017

by

Mac Taggart & Mosier, Inc.

Real Estate Appraisers and Consultants
40 South Allison Street
Lakewood, Colorado 80226
(303) 399-5615

MacTaggart and Mosier, Inc.

Real Estate Appraisers and Consultants

40 South Allison Street

Lakewood, CO 80226

Ph: 303-399-5615

Fx: 303-399-5617

email: rcmosier@aol.com

March 31, 2017

City of Wheat Ridge
7500 West 29th Avenue
Wheat Ridge, CO 80033

Attn.: Steve Art, Executive Director of the
Urban Renewal Authority

Dear Mr. Art:

At your request, I have inspected the vacant land east of the southeast corner of 38th Avenue at Kipling Street in Wheat Ridge, Colorado. The purpose of the inspection was to estimate the market value of the fee simple estate in this property in its "as is" condition as of March 26, 2017, the most recent date of inspection. The intended use of the appraisal report is to serve as a basis for pricing the property for disposal. The City is the client and the sole intended user of this appraisal report. At its discretion, the prospective buyer, its attorney and accounting professional may be included as additional intended users.

The definition of market value, legal description, 15-item limiting conditions and assumptions and other pertinent data used to solve the appraisal problem are included in the attached report. The report contains a total of 21 pages and 1 exhibit. The complete appraisal process was applied, and the report is in a narrative restricted format. It is restricted in the sense that

Mr. Steve Art
City of Wheat Ridge
March 31, 2017
Page 2

it does not contain all the descriptive data and reasoning needed for a third party to fully understand the process to arrive at the value conclusion. My file is complete so that, if needed, I can draft a narrative summary appraisal report with all the descriptive data and reasoning necessary to fully understand the processes and conclusions in this appraisal.

As concluded in the report, the subject property has a:

MARKET VALUE ESTIMATES
STANDALONE SECONDARY COMMERCIAL PREMISE
\$400,000
ASSEMBLAGE TO THE CORNER PREMISE
\$600,000

Thank you for the opportunity of working with you on this appraisal assignment.

Respectfully submitted,

Richard C.
Mosier

Digitally signed by Richard C. Mosier
DN: cn=Richard C. Mosier,
o=MacTaggart and Mosier, Inc., ou,
email=rcmosier@aol.com, c=US
Date: 2017.03.31 13:28:46 -06'00'

Richard C. Mosier, MAI
Colorado General Certified
Appraiser #CG01313149

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EXHIBITS

Qualifications &	
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IDENTIFICATION OF THE SUBJECT PROPERTY

The property that is the subject of this appraisal is the vacant land east of the southeast corner of 38th Avenue at Kipling Street in Wheat Ridge, Colorado. The legal description is:

Lot 3, 38th & Kipling Park Subdivision, County
of Jefferson, State of Colorado.

The legal description above is from the plat on record in the Jefferson County Records. For additional identification the Assessor's parcel number is 39-272-18-005.

PROPERTY RIGHTS APPRAISED

The property rights appraised are those of the fee simple estate, subject only to normal encumbrances of eminent domain, taxation, police power and escheat.

OWNERSHIP AND SALES HISTORY

The owner of record is the City of Wheat Ridge. This entity has owned the property for many years and the last item on record is the plat recorded June 18, 2010. The property is not listed for sale or under contract for sale. There is an interested party (affiliated with CVS drug stores) attempting to buy the property. I have not been told of any asking price or offer amount in relation to this prospective sale.

PURPOSE OF APPRAISAL

The purpose of this appraisal is to estimate the market value of this property in an "as is" condition. The intended use of the appraisal report is to serve as a basis for pricing the property for disposal. The City is the client and the sole intended user of this appraisal report. At its discretion, the prospective

buyer, its real estate agent, its attorney and accounting professional may become additional intended users.

EFFECTIVE DATE OF VALUATION

The effective date of this appraisal is March 26, 2017, the most recent date of inspection. The written report was prepared on March 31, 2017.

SCOPE OF THE APPRAISAL

This appraisal report is in narrative restricted format with all data, reasoning and analyses to support the conclusions included in my file. The narrative in this report is intended to communicate the findings to a knowledgeable client and some of the descriptive data and reasoning to support the value estimate are omitted. The use of this report is restricted to the client as there may not be sufficient information and reasoning for a third party to understand the value conclusions. The file is complete with all data and reasoning to support the conclusions stated in this report. The complete appraisal process is applied utilizing all approaches and techniques that help solve the appraisal problem. The sales comparison is applied to value the subject property. The cost approach and the income approach are not suitable or valuing vacant land and are not applied in this case.

The appraiser has made a personal on-site inspection of the property. Records provided by the client or management of the property were collected and utilized in the appraisal process. The only record provided is the Assessor's parcel number.

The public records were investigated to determine the last sale of the subject. The assessor's office was consulted to learn the assessed value, mill levy, improvement size and layout of the subject site. Several independent sources for information on sales and rentals of improved property and sales of land were

investigated to produce the data relied upon in this report. The data was then analyzed for relevance and applicability to this specific appraisal problem and is the basis for the conclusions to value expressed in this report. Several conclusions are expressed in this appraisal that the appraiser has accepted as reasonable without proof or documentation. Certain other business and engineering disciplines are deferred to in this report, and the reader should not substitute the conclusions of the appraiser for the professional services appropriate to those disciplines.

EXTRAORDINARY ASSUMPTIONS AND HYPOTHETICAL CONDITIONS

An extraordinary assumption is one which, if proved false, would result in a significant change in the value estimate. There are no extraordinary assumptions that affect this appraisal.

A hypothetical condition is one which is known to be false, but for the purposes of the appraisal is assumed to be true. There are no hypothetical conditions in this appraisal.

DEFINITION OF MARKET VALUE

The term "Market Value", as used in this appraisal report, is defined as follows:

"The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress."

Source: The Appraisal of Real Estate, Fourteenth Edition, published by the Appraisal Institute.

TYPICAL MARKET FINANCING

Typical financing for this property type is up to 60% of

value at interest rates of 5.0% to 6.0% amortized over 3 to 5 years, fully amortizing or with large balances due at the end of the term. It is also common to carry the financing interest only until the loan is called. Any seller assisted financing approximating these terms is deemed equivalent to cash to the seller.

REASONABLE EXPOSURE TIME

Reasonable exposure to the market refers to the time before the effective date of appraisal. Of the sales researched for this appraisal only a few report exposure time and the range of exposure time is from 41 to 866 days on market. There is much more activity as of late and the estimated exposure time is 9 to 12 months.

METROPOLITAN DENVER DATA

The discussion of the economic conditions affecting the Metropolitan Denver area is available at the client's request. The National economy has come through a recession that varied in its intensity from region to region. While the West Coast, Sun Belt and Rust Belt sections of the country are hit hard by the recession, the Mountain Region is not so desperate. Coming off of three years of modest growth, the local economy was not so overheated as to be poised for a big fall. The recovery officially began in 2009 but job creation lagged and masked any appreciable signs of recovery. Over the last four years, job growth has begun again in a modest fashion and in the last two years job creation has picked up steam. The recession was exacerbated by the lack of credit for commercial mortgages and the specter of commercial loans coming due when there was no credit to refinance them. Credit is moving once again, and a brisk recovery is now underway, led by residential and particularly apartment

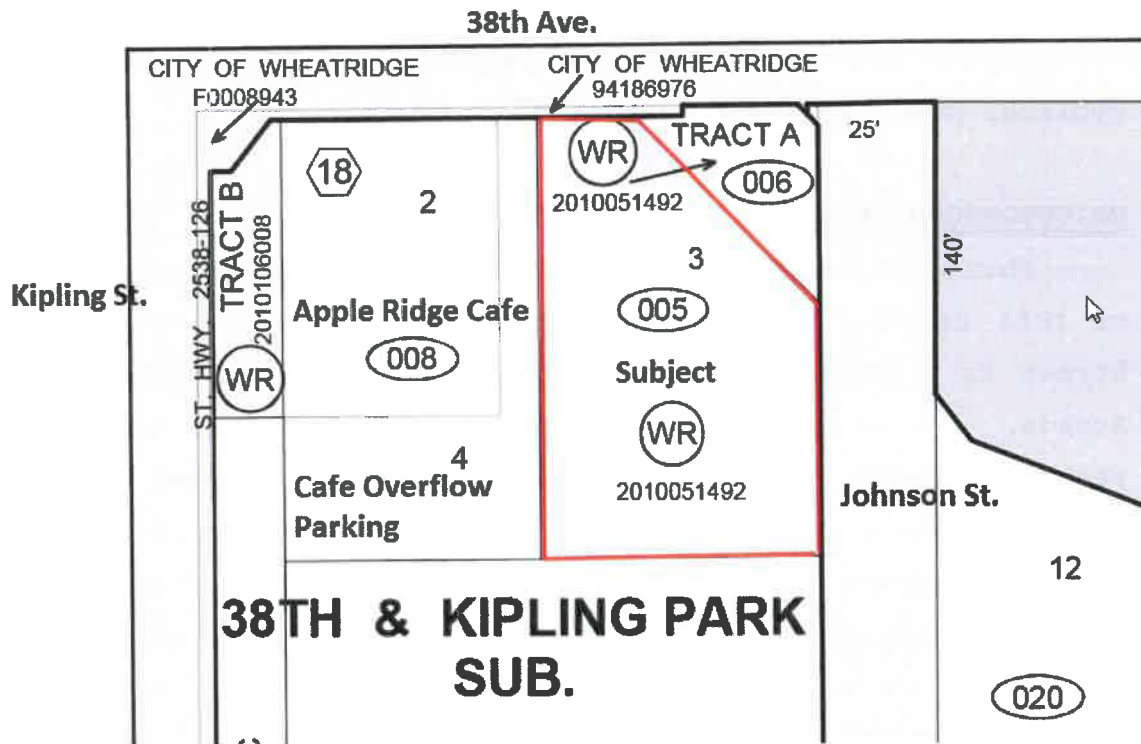
construction. Fueled by in-migration and exacerbated by a lack of condominiums for individual ownership (builder liability to homeowners and HOA's being a chief factor) the demand for apartments has escalated rents and occupancy to a point of imbalance. New apartments are being constructed to meet the demand, and a pull on the rest of the real estate markets is being felt with new construction in every sector. All the real estate activity is driven by a mature general economic expansion, and a cyclical downturn can be expected.

NEIGHBORHOOD DESCRIPTION

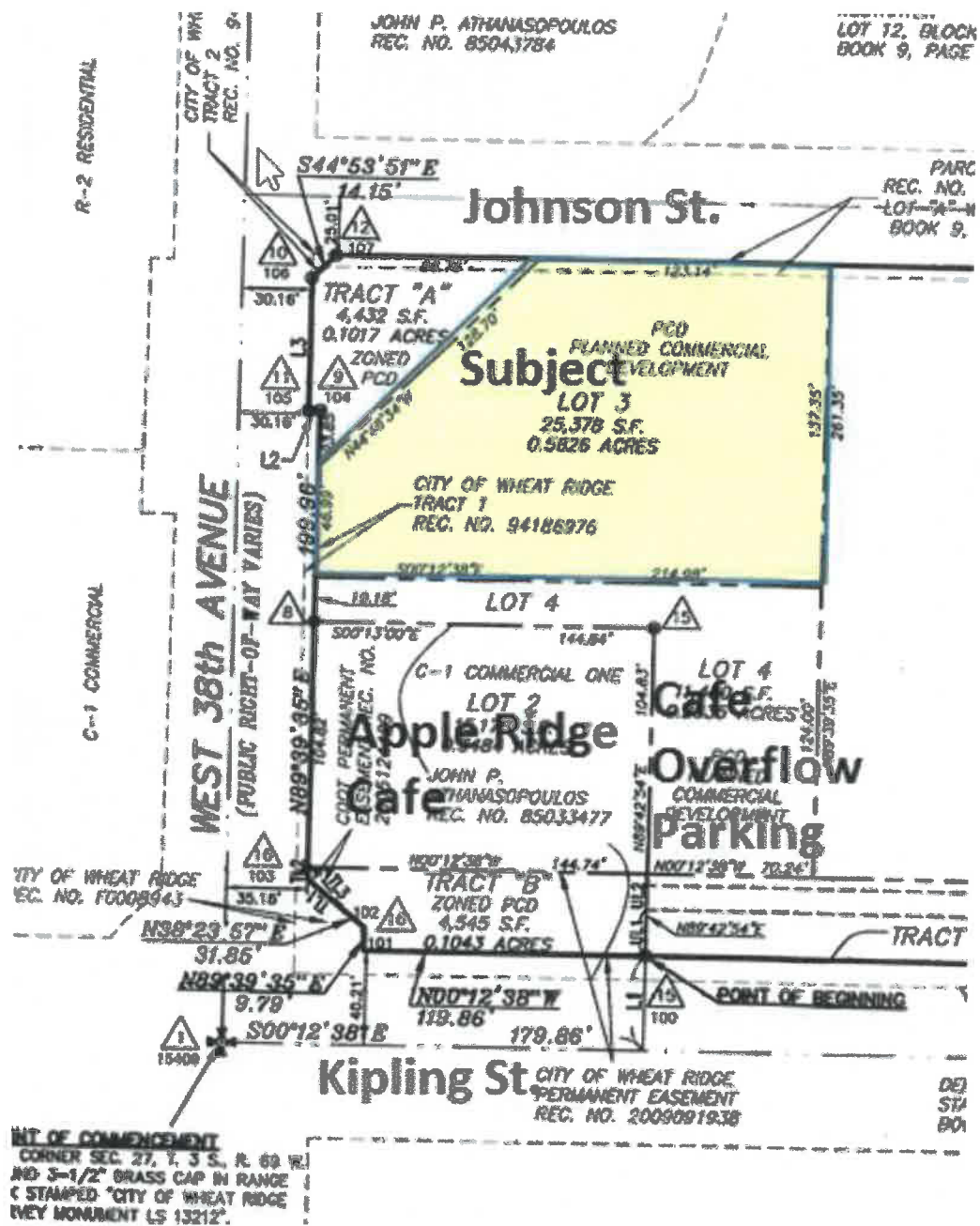
This section is omitted for the narrative restricted format of this report. It is, however, important to note that Kipling Street is a major thoroughfare through Wheat Ridge, Lakewood and Arvada. It is not an intensive commercial retail strip in the vicinity of the subject but is becoming more so with a recently-opened Sprouts Grocery store and a new Starbucks store on the southwest corner at 38th Avenue. 38th Avenue is a collector street without significant retail concentration along this stretch of the road.

The subject site in relation to this corner is just east of the Apple Ridge Café that occupies the southeast corner of 38th Avenue at Kipling Street. Originally, it was an Arctic Circle fast food restaurant dating from the 1970's. It has operated for the last few decades as a neighborhood diner with a loyal following. It sold in January, 2015 for \$750,000 and has continued to operate as a restaurant. The sale calculates to \$28.13 per square foot of land area which, as the sales comparison approach will show later, is near the prices paid for land value for corner retail sites. The significance of this property and the relationship of the subject to it is that CVC drugstores, or an agent representing them, has approached the City of Wheat Ridge

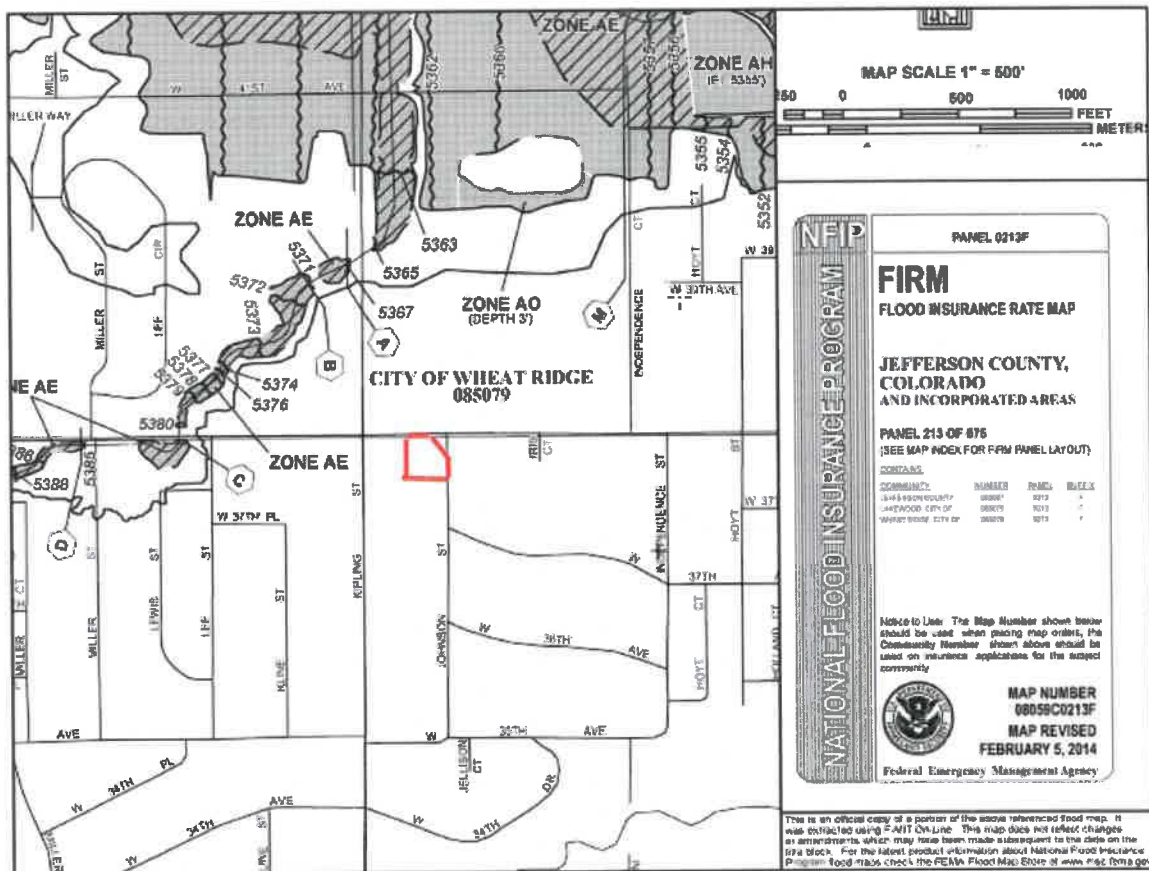
inquiring for the availability of the subject site to assemble to the corner.



ASSESSOR'S MAP; SUBJECT IN RED.



PORTION OF THE PLAT MAP



FLOOD PLAIN MAP; SUBJECT IN RED.

PROPERTY DESCRIPTION

The site is rectangular with a triangle missing from its northeast corner where a drainage ditch flows northwesterly through the corner. The site contains 25,378 square feet with a frontage on 38th Avenue of 46.99 feet, a depth to the south from 38th Avenue of 215.98 feet, frontage on Johnson Street of 123.14 feet, a depth to the west from Johnson Street of 137.35 feet and a shared property line with the drainage ditch (Trace A) of 128.70 feet.

Vehicular access to the site is only from Johnson Street. It has access from Lot 4 adjacent to the west that is used from time to time for overflow parking for the Apple Ridge Café,

although the subject site is not used for overflow parking for the restaurant. The adjacent land to the south is also owned by the City of Wheat Ridge upon which they have constructed a park. There is gravel paving on the subject site indicating it has been used for overflow parking for the park.

The plat shows no easements affecting the subject site. A current survey was not provided so no statement regarding easements or encroachments can be made except to say none are assumed to exist that would adversely affect the utility or value of the subject site. The site slopes downward to the northwest.

The site is not in a flood hazard area. There are no obvious signs of hazardous materials on or around the site. There have been gas stations Kipling Street and 38th Avenue that are potential sources for hydrocarbon emissions in the ground water and a Phase I environmental assessment is advisable to see if any hazardous material may have leaked underground to affect the subject site.

The soil conditions are not known and a soils engineer should be consulted in the event of recent construction of new subject improvements. The existing buildings in the immediate area show no obvious signs of heaving or subsiding soils.

The City of Wheat Ridge provides water, sanitary sewer and storm sewer utilities. Xcel Energy provides gas and electric power.

The site is zoned Planned Commercial Development along with the rest of the 38th & Kipling Park Subdivision. This is specific zoning ordinance crafted for this subdivision alone. Most of the subdivision is now a City maintained park but the northern portion is reserved for "future conveyance" and may be used for commercial uses as allowed in the RC, Residential Commercial Zone District. (The 2008 outline development plan for 38th & Kipling Park calls

the RC zone district "Residential Commercial, while the current zoning map and land use schedule calls RC zoning "Restricted Commercial" and does not list "Residential Commercial" zone district.) The RC zone district allows a wide array of commercial retail and secondary commercial uses but, oddly for CVC that enquires about this site, does not allow drug stores. Every other commodity found in a CVC or Walgreens store appears on the permitted use list for RC zoning except drug stores. A zoning clarification, variance or rezone to a more intense zone district such as C-1 or C-2 will be necessary to accommodate a CVC store. The Apple Ridge Café site that is at the corner is zoned C-1 and the parcel known as Lot 4 of 38th & Kipling Park Subdivision (that is included in the ownership of the Café) is zoned Planned Commercial Development along with the subject site. Lot 4 is already included in the corner assemblage.

PERSONAL PROPERTY

There are no items of personal property included in this appraisal.

TAXES AND ASSESSMENTS

The property at is valued at \$8,200 on the tax roll for Jefferson County. It is owned by the City of Wheat Ridge and is therefore exempt from taxation. It is valued as open space and park land which it clearly will not be if it is disposed from the City holdings.

HIGHEST AND BEST USE

Highest and best use may be defined as:

The reasonably probable and legal use of vacant land or an improved property that is physically possible, legally permissible,

appropriately supported, financially feasible, and that results in the highest value.

SOURCE: The Appraisal of Real Estate,
Fourteenth Edition, Appraisal
Institute.

The highest and best use of this property as a standalone site is for an office or a secondary commercial use that can capitalize on the 38th Avenue exposure and connection to retail uses along Kipling Street. Alternatively, it can be productively assembled with the adjacent parcel in the direction of Kipling Street to create a larger retail site with full corner access and exposure. The other corners are occupied by convenience stores on the northwest and northeast corners, and a Starbucks store backed up by the Sprouts Natural Grocery store at the southwest corner. Assembling the subject site to the corner provides the requisite site area to support a national chain store, such as CVS that has expressed an interest in the corner. At the present time the assemblage is not an accomplished fact and the highest and best use is for secondary commercial use or assemblage to the corner. The value as a potential assemblage to the corner is at least as much as its value as a secondary commercial site, and at most its value is commensurate with the value of the assembled corner site. To place a value on the subject site as a corner retail site would be an error, but the assemblage to that corner establishes a maximum amount the value can attain as part of the assemblage. Where the appropriate value falls in the range between secondary commercial and retail corner is a matter of urgency: how important to the assembled corner value is the subject property? After determining the value of the site as a secondary commercial site, I present sale properties of retail corner sites and a discussion of the premium attributable to the subject for assemblage to the corner.

The standalone highest and best use as a secondary commercial use meets three of the four tests for highest and best use: it is legal, physically possible and financially feasible. Without a potential for assemblage to the corner it is also the maximally productive use, but it has a higher site value if assembled to the corner. The additional site size gained from assembling the subject to the corner makes the corner large enough to attract national companies for their stores, such as Walgreens, CVS or major fast food companies that favor busy corners. In this respect the subject is a necessary component to the assemblage and a premium above the secondary commercial value level can be expected.

The evolution of the concept of highest and best use through this discussion comes down to this statement: the highest and best use of this property is to assemble to the parcels adjacent to the west to create a single usable site at the corner for high intensity retail commercial use.

VALUATION OVERVIEW

The sales comparison approach will be used to value the subject property as a vacant site. The cost approach and income approach find no application here to value the vacant land.

SALES COMPARISON APPROACH

The sales comparison approach measures value by comparing the subject property to other similar land parcels that have sold in the marketplace. The comparable sales are cited below. The premise of the valuation at this point is to address a standalone secondary commercial site. A premium for inclusion of the subject into an assemblage to the corner is addressed next.

Land Sales, Jefferson County
File LSGRef1704, WR.38th

Sale Location No. Grantor/Grantee	Date	Price	Area (Sq.Ft.)	Comments	Price Per SF Financing
1 7321 Sheridan Blvd. Under contract	Under contract 866 dom	\$500,000	24,829	Zoned PUD, Westminster, Lot in a Commercial Subdivision.	\$20.14 Cash to Seller.
2 9890 W. 44th Ave. Click Estate/ Sheard Family Trust	Jul-15	\$532,000	43,516	Zoned C-1 Wheat Ridge; Residential Improvements. Demo'd After Sale; Actual Price \$507,000, Plus Demo. \$25K = \$1,042,526.	\$12.23 Cash to Seller.
3 7960 Wadsworth Blvd. Edgemark Development Services, LLC/ Mountain Dental Specialties, LLC	May-15	\$500,000	51,836	Zoned B-2 Arvada; Vacant Pad w/o Wadsworth Frontage. Purchased for Dental Clinic.	\$9.65 Cash to Seller.
4 N of NWC Bowles Avenue @ Simms St. Market Development Corporation/ CBH Properties Ken Caryl, LLC	Nov-15	\$450,000	30,000	Zoned PD, Jefferson County; Lot in Commercial Subdivision. Purchased for Christian Brothers Automotive.	\$15.00 Cash to Seller.
5 6230 W. 38th Ave. Johnson/ Sophium Real Estate, LLC	Oct-15 41 dom	\$432,000	30,056	Zoned MU-N Wheat Ridge Vacant Lot; For Sale	\$14.37 Cash to Seller.
6 NW of NWC 64th Avenue at Indiana St. Acorn 4 Arvada Marketplace/ Doud BTS, Inc.	Sep-16	\$425,000	27,007	Zoned PUD-BP, Arvada; Vacant Site.	\$15.74 Cash to Seller.

The sales are adjusted for:

Time: Commercial property values have been increasing at about 10% per year from mid-2014. The adjustments are from 5% to 20% for time. Sale No. 1 is a contract and is adjusted downward 10% to account for the likely discount from the listing price when the sale will actually occur.

Circumstances of Sale: All of the sales occurred under normal circumstances with no undue compulsion to buy or to sell.

Financing: All of the sales were for cash or cash to seller. There are no adjustments for this feature.

Subtotal Adjustments and Adjusted Price: The price of each sale is adjusted for transactional elements of value and the adjusted price is calculated. All sales are brought to the same point in time, circumstance, and unaffected by financing. The remaining adjustments deal with physical variations in the comparable properties.

Location: Locations interior to the larger development but have retail visibility to the major street are adjusted downward 10% for location. Properties that are interior to the larger development (not on a corner) and have minimum retail exposure are on par with the subject location.

Layout and Topography: All the sales are basically level and receive no adjustment for this feature.

Size: Sale properties over 40,000 square feet are adjusted upward 10% for size.

The adjustments are applied consistently on the following spreadsheet. The sales are ranked highest to lowest in descending order of importance. Sale Nos. 6, 1 and 2 are the three best sales and receive the highest ranking. Sale No. 6 is fairly recent and Sale No. 1 is under contract. The land use for these purchases is secondary commercial. The rank times the indicated value is extended into the rightmost column. The sum of the rankings divided into the sum of the extensions is a weighted average of \$15.94 per square foot of land. The value

is (25,378 square feet land Area X \$15.94 per square foot =)
\$1,119,559, rounded to \$404,525.

**VALUE ESTIMATE BY SALES COMPARISON APPROACH
STANDALONE SECONDARY COMMERCIAL PREMISE
\$400,000**

Adjustment Grid to Compare to 38th Ave. E. of Kipling St.

Sale Location No. Grantor/Grantee	Price Per SF	Time	Circumst. of Sale	Financing	Subtotal Adjustments	Adjusted Price	Location /Use	Layout Topography	Size	Net Adj.	Indicated Value	Weight	Extension
1 7321 Sheridan Blvd.	\$20.14	90%	100%	100%	90%	\$18.12	-10% Interior	0% Level	0%	-10%	\$16.31	5	\$81.56
Visiblity to Maj. St.													
2 8880 W. 44th Ave.	\$12.23	118%	100%	100%	118%	\$14.43	0% Interior	0% Level	10%	10%	\$15.87	4	\$63.47
Min. Ret. Exposure													
3 7960 Wadsworth Blvd.	\$9.65	120%	100%	100%	120%	\$11.57	0% Interior	0% Level	10%	10%	\$12.73	2	\$25.46
Min. Ret. Exposure													
4 N of NWC Bowles Avenue @ Sir	\$15.00	115%	100%	100%	115%	\$17.25	-10% Interior	0% Level	0%	-10%	\$15.53	1	\$15.53
Visiblity to Maj. St.													
5 6230 W. 38th Ave.	\$14.37	115%	100%	100%	115%	\$16.53	0% Interior	0% Level	0%	0%	\$16.53	3	\$49.59
Min. Ret. Exposure													
6 NW of NWC 64th Avenue at India	\$15.74	105%	100%	100%	105%	\$16.52	0% Interior	0% Level	0%	0%	\$16.52	6	\$99.14
Min. Ret. Exposure													
Column Totals:											21	\$334.75	
Weighted Average:												\$15.94	

PREMIUM FOR ASSEMBLAGE

Because the highest and best use is for assemblage to the corner to create a retail site for a national retailer, the value of the subject is influenced by: its proximity to the corner; the lack of adequate size of land at the corner; and the lack of other possibilities to acquire the necessary land. A premium over and above its value as a standalone secondary commercial site is warranted. The following sales are presented to demonstrate the going rate for corner locations for national retailers to construct new facilities. The range is from \$25.80 to \$37.64 per square foot before adjustments. After making transactional adjustments (in this case just for time) the prices are \$26.58 to \$40.65 per square foot.

Corner Sites to National Retailers

Sale Location	Date	Price	Area (Sq.Ft.)	Comments	Price Per SF	Financing
No. Grantor/Grantee 7 5904 S. Kipling St. Gosch, et ux., Heckman Management/ CVS 10782 Co., LLC	Dec-16 405 dom	\$1,450,000	56,198	Zoned PD, Jefferson County; Car Wash, 3,372 SF Demo'd 2 Retail Buildings 5,447 SF Demo'd Actual Price \$1,350,000 plus Demo \$100K = \$1,450,000.	\$25.80	Cash to Seller.
8 280 S. Yarrow St. Suppa Properties, LLC EGO, Inc.	Jan-17	\$1,650,000	55,404	Zoned M-C-U, Lakewood Purchased for new retail center 17,621 SF.	\$29.78	Cash to Seller
9 NWC 72nd Ave. @ Sheridan Blvd. Cadence Development, LLC/ Legend Lake 7211 N Sheridan, LLC	Jun-16	\$705,000	18,731	Zoned PUD Westminster; Lot in a Commercial Subdivision. Same-Day Sale Tepper, et ux to Cadence, \$530,000, or \$28.30/SF "Denny's" Restaurant now under construction.	\$37.64	Cash to Seller
10 3244 S. Wadsworth Blvd. Michel Cory Family, LLC/ Red Robin West, Inc.	Jun-16	\$975,000	28,335	Zoned C-R Lakewood; "Perkins" Restaurant, 5,212 SF Demo'd Actual Price \$900,000 plus Demo \$75K = \$975,000. Pad in Shopping Center; Purchased for new "Red Robin" restaurant.	\$33.81	Cash to Seller.

Sale Location	Price	Circumst.	Financing	Subtotal	Adjusted
No. Grantor/Grantee	Per SF	of Sale		Adjustments	Price
7 5904 S. Kipling St.	\$25.80	103%	100%	103%	\$26.58
8 280 S. Yarrow St.	\$29.78	103%	100%	103%	\$30.67
9 NWC 72nd Ave. @ Sheridan Blvd	\$37.64	108%	100%	108%	\$40.65
10 3244 S. Wadsworth Blvd.	\$33.81	108%	100%	108%	\$36.52

These sales are not used to directly value the subject site. The subject has no frontage or exposure to the major thoroughfare. But assembled to the corner, it takes on the characteristics of the larger corner site. These sales represent the maximum amount of value the subject site could obtain were it included with the corner site. To build a free-standing retail store about 50,000 square feet of land area is necessary and the corner has 26,658 square feet. The subject site (25,378 square feet) is necessary to assemble to the corner to achieve this size necessary for national retail development. This puts the subject property in an advantageous negotiating position, and the premium for assemblage will be substantial. I judge the premium to be 50% of the base value as a secondary commercial site, bringing the value to $(\$15.94 \text{ per square foot} \times 1.5 =)$ \$23.91 per square foot. The inventory of alternative sites along Kipling Street from 26th Avenue to I-70 suggests that the premium would not be more than 50%. The value of the subject site is $(25,378 \text{ square feet} \times \$23.91 \text{ per square foot} =)$ \$606,788, rounded to:

**MARKET VALUE ESTIMATE
ASSEMBLAGE TO THE CORNER PREMISE
\$600,000**

VALUATION SUMMARY

Due to the proximity of this property to the corner and its complementary layout and size with relation to the corner parcel, both the standalone secondary commercial premise and the assemblage to the corner premise are presented. Those value estimates are:

MARKET VALUE ESTIMATES
STANDALONE SECONDARY COMMERCIAL PREMISE
\$400,000
ASSEMBLAGE TO THE CORNER PREMISE
\$600,000

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct;
- the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions and conclusions;
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved;
- I have performed no services as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment;
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment;
- my engagement in this assignment was not contingent upon developing or reporting predetermined results;
- my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal;
- my analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Appraisal Institute's Code of Professional Ethics and Standards of Appraisal Practice, which include the Uniform Standards of Professional Appraisal Practice. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. As of the date of this report, Richard C. Mosier has completed the requirements of the continuing education program of the Appraisal Institute;
- I have made a personal inspection of the property that is the subject of this report; and
- no one provided significant real property appraisal assistance to the person signing this certification.

**Richard
C. Mosier**

Digitally signed by Richard C.
Mosier
DN: cn=Richard C. Mosier,
o=MacTaggart and Mosier, Inc., ou,
email=rcmosier@aol.com, c=US
Date: 2017.03.31 13:29:17 -06'00'

Richard C. Mosier, MAI
Colorado General Certified
Appraiser #CG01313149

EXHIBIT "A"

QUALIFICATIONS OF THE APPRAISER
AND LIMITING CONDITIONS

QUALIFICATIONS OF APPRAISER

NAME : Richard C. Mosier, MAI
EDUCATION : Bachelor of Science Degree in Business
Administration; Building Industry and Real Estate
Major; University of Denver, June, 1973.

APPRAISAL DESIGNATIONS, OFFICES HELD:

MAI (Member, Appraisal Institute)
Certificate No. 6334, November, 1981
Appraisal Institute, Colorado Chapter, President 1991
Appraisal Institute, Region II Finance Officer 1993-2004
Appraisal Institute, Region II, Chair 2007
Appraisal Institute, National Board of Directors 2006-2007

APPRAISAL INSTITUTE CLASSROOM INSTRUCTOR:

AI Basic Appraisal Principles Since 2012
AI Basic Appraisal Procedures Since 2012
AI General Sales Comparison Approach Since 2013
AI General Income Capitalization Approach,
Parts 1 and 2 Since 2013
AI General Site Valuation and Cost Approach Since 2013

MEMBER OF : Denver Board of Realtors (Appraiser Member).
LICENSES : Real Estate Broker in Colorado since June, 1975
Certified General Appraiser in Colorado, #CG01313149
Certified General Appraiser in Wyoming, #376

BUSINESS AFFILIATIONS:

Mac Taggart & Mosier, Inc., President
40 South Allison Street
Lakewood, Colorado 80226

APPRAISAL EXPERIENCE:

Appraised various types of real property including single-family homes, condominiums, apartments, shopping centers, commercial buildings, restaurants, service stations, office buildings, warehouses, manufacturing plants, motels, golf courses, subdivisions and land developments, easements, conservation easements, water rights, leased fee and leasehold estates, and special purpose, residential, commercial and industrial land. Qualified expert witness in District Courts of Denver, Arapahoe, Boulder, Douglas, Elbert and Jefferson Counties, Federal Bankruptcy Court, various arbitration proceedings.

CAREER HISTORY: Associated with C. K. Mac Taggart, MAI, since graduating from college in 1973 in a research analyst capacity until 1976. Served as an associate appraiser until July, 1980, when Mac Taggart and Mosier, Inc., was formed.

REPRESENTATIVE LIST OF APPRAISAL CLIENTS:

AAA Colorado	Denver Health	Jefferson County
ANB Bank	and Hospitals	Open Space
Bank of the West	Denver Lumber Company	Kansas State Bank
Boulder County Board	Douglas County	Metro West
of Equalization	Douglas County Board	Housing Solutions
Broomfield County Board	of Equalization	PCV Murcor
of Equalization	Federal Deposit	Sage Capital
City of Lakewood	Insurance Corporation	Town of Loveland
City of Wheat Ridge	Fidelity National Title	Town of Silverthorne
City of Centennial	First Citizen's Bank	UMB Bank
Colorado State Bank	FirstBank	Wells Fargo Trust
Colorado Department	GE Capital National	Department
of Transportation	Home State Bank	Various Private
Colliers International	Jefferson County	Individuals
Comerica Bank	Dept. of Highways	

LIMITING CONDITIONS AND ASSUMPTIONS

1. Title to the property is assumed to be good and marketable.
2. No responsibility for legal matters is assumed, nor is the appraiser(s) required to give testimony or appear in court unless prior arrangements have been made in writing. If any courtroom or administrative testimony is required in connection with this report, an additional fee shall be charged for those services.
3. All information in this report has been obtained from reliable sources. The appraiser(s) cannot, however, guarantee or be responsible for the accuracy of the information furnished by others.
4. Sketches in this report are intended for illustrative purposes only.
5. If the property being appraised is a fractional interest(s) of real estate, it, when added to the value of any other fractional interest(s), may or may not equal the value of the entire fee simple estate.
6. If the property being appraised is a geographical portion of a larger parcel, it, when combined with the remaining geographical portion(s), may or may not equal the value of the whole.
7. One (or more) of the signatories of this appraisal report is a member of the Appraisal Institute. The Bylaws and Regulations of the Institute require each member to control the use and distribution of each appraisal report signed by such member. The party for whom this appraisal report was prepared may distribute copies of this report, bearing original signature(s), only in its entirety. Such copies that are distributed must contain all exhibits including these limiting conditions and assumptions.
8. Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media without the written consent and approval of the appraiser(s), particularly as to valuation conclusions, the identity of the appraiser(s) or firms with which connected, or any reference to the Appraisal Institute or to the MAI or SRA designations.

9. The distribution of the total valuation in this report between land and improvements applies only under the existing utilization and zoning of the property. Land and improvements are not severable for other valuation purposes.
10. Mechanical, electrical and plumbing systems in the improvements are presumed to be in operating condition, and no liability for the malfunction of those items is assumed by the appraiser(s). A qualified engineer is recommended for an opinion of serviceability and adequacy of those components.
11. (For proposed improvements). Completion as per the plans and specifications submitted and construction to start within a reasonable time period from the date of this report.
12. (For proposed improvements). The appraiser(s) reserves the right to inspect the subject improvements when completed to verify conformance with the plans and specifications upon which this appraisal is based.
13. Soils conditions, underground or concealed hazardous materials, or other features of the property not visibly apparent are not investigated by the appraiser(s) unless it is specifically addressed in the report. Any damages arising from such defects in the property is without warranty or liability of the appraiser(s).
14. Any damages incurred by the use of or reliance on the appraisal report is without warranty or liability except for the amount of the fee paid to the appraiser(s).
15. By the use of or reliance on this appraisal report, such user is assumed to have read and agrees to these 15 numbered limiting conditions and assumptions.

END OF APPRAISAL REPORT AND EXHIBITS

MacTaggart and Mosier, Inc.
Real Estate Appraisers and Consultants
40 South Allison Street
Lakewood, CO 80226
Ph: 303-399-5615
email: rcmosier@aol.com

August 15, 2018

City of Wheat Ridge
7500 West 29th Avenue
Wheat Ridge, CO 80033

Attn.: Steve Art, Executive Director of the
Urban Renewal Authority

Dear Mr. Art:

You are in receipt of an appraisal of the land east of the southeast corner of 38th Avenue at Kipling Street prepared March 31, 2017 with an effective date of March 26, 2017. The purpose of the inspection was to estimate the market value of the fee simple estate in this property in its "as is" condition. The intended use of the appraisal report is to serve as a basis for pricing the property for disposal. The City is the client and the sole intended user of that appraisal report. At its discretion, the prospective buyer, its attorney and accounting professional may be included as additional intended users. In that appraisal I estimated the value of the land in the standalone secondary commercial premise to be \$400,000 and the value in an assemblage to the corner premise to be \$600,000.

This letter is an update to the original appraisal. It carries an effective date of August 8, 2018, the most recent date of inspection, has the intended use of establishing a basis for

pricing the property for disposal, and is prepared for the same intended user, namely the City of Wheat Ridge.

The sections of the original appraisal report that are updated, or are not changed but warrant emphasis, follow.

OWNERSHIP AND SALES HISTORY

The ownership has not changed and the owner is still the City of Wheat Ridge. It is still not under contract but the agent for CVS drug stores is proposing to buy the property. I have not been informed as to the asking price or offered amount in relation to this prospective sale.

TAXES AND ASSESSMENTS

The land is valued at \$8,155 for 2017 taxes payable in 2018, and it remains \$8,155 for 2018 taxes payable in 2019.

HIGHEST AND BEST USE

The highest and best use as a standalone site remains as an office or secondary commercial use. Combined with the corner site, the highest and best use as assembled is still for a high-intensity retail commercial use.

SALES COMPARISON APPROACH

A new search for comparable sales of secondary commercial sites reveals three new sales, Sale Nos. 7, 8 and 9 cited with the original six sales below.

Mr. Steve Art
City of Wheat Ridge
August 15, 2018
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Land Sales, Jefferson County							
File LSGRet1704.WR.38th							
Sale No.	Location	Date	Price	Area (Sq.Ft.)	Comments	Price Per SF	Financing
1	7321 Sheridan Blvd. Tepper Partners/ BTS Sheridan VZ, LLC	Aug-17	\$480,000	24,829	Zoned PUD, Westminster, Lot in a Commercial Subdivision. New Verizon Store, Sold as Net Leased Investment Jun-18.	\$19.33	Cash to Seller.
2	9890 W. 44th Ave. Cluck Estate/ Sheard Family Trust	Jul-15	\$532,000	43,516	Zoned C-1 Wheat Ridge; Residential Improvements. Demo'd After Sale; Actual Price \$507,000, Plus Demo. \$25K = \$532,000	\$12.23	Cash to Seller.
3	7960 Wadsworth Blvd. Edgemark Development Services, LLC/ Mountain Dental Specialties, LLC	May-15	\$500,000	51,836	Zoned B-2 Arvada; Vacant Pad w/o Wadsworth Frontage. Purchased for Dental Clinic.	\$9.65	Cash to Seller.
4	N of NWC Bowles Avenue @ Simms St. Market Development Corporation/ CBH Properties Ken Caryl, LLC	Nov-15	\$450,000	30,000	Zoned PD, Jefferson County; Lot in Commercial Subdivision. Purchased for Christian Brothers Automotive.	\$15.00	Cash to Seller.
5	6230 W. 38th Ave. Johnson/ Sophium Real Estate, LLC	Oct-15 41 dom	\$432,000	30,056	Zoned MU-N Wheat Ridge Vacant Lot; For Sale	\$14.37	Cash to Seller.
6	NW of NWC 64th Avenue at Indiana St. Acorn 4 Arvada Marketplace/ Doud BTS, Inc.	Sep-16	\$425,000	27,007	Zoned PUD-BP, Arvada; Vacant Site.	\$15.74	Cash to Seller
7	5290 W. Arizona Ave. Guzman/ HM Rental I, LLC	Aug-17 102 dom	\$375,000	27,878	Zoned M-G-S, Lakewood. Previous Sale Sep-16 \$220,000, or \$7.89/SF.	\$13.45	Cash to Seller.
8	1825-1975 Kipling St. Listing	Listing	\$341,000	22,651	Zoned M-E-U, Lakewood Previous Sale May-17 \$165,000, or \$7.28/SF	\$15.05	Cash to Seller.
9	8399 Ralston Rd. BB Holdings Colorado, LLC/ McClafin Real Estate, LLC	Feb-17	\$160,600	10,500	Zoned P-1, Arvada Purchased by investor to sell to adjacent owner for parking 2 days later Feb-17 for \$200,000 or \$19.05/SF. 25% increase over normal price for assemblage.	\$15.30	Cash to Seller.

Sale Nos. 1 through 6 are the sales from the original report with only a modification for the listing is now a sale in Sale No. 1. Sale Nos. 7 through 9 are new sales generated for this update of the appraisal. All the sales are processed like they were through the original appraisal, including the application of a 10% per year time adjustment to all the sales to bring them to the current date. The adjustment grid that follows develops value indications from \$14.21 to \$19.36 per square foot. Weighting the new sales the most, the weighted average is \$17.06 per square foot.

It is important to note that the new sales indicate a lower value than the six sales from the original report. Two reasons explain this phenomenon. The new sales are generally in more marginal retail areas, and although adjustment for location has brought them more in line, the adjustment may have not been enough. And the time adjustment for the original sales at 10% per year for as long as three years results in hefty adjustments to the original sales. Property appreciation can have waned in the last year and a half, but in other segments of the Denver land market I have observed spikes in land prices and I reject a lower time adjustment. The best way to reflect the softening land appreciation, if that is what is happening, is to place a greater weight on the newer sales. Ranking the sales in descending order, with the newer sales carrying the greatest weight, the weighted average is \$17.06, calculating a value estimate of (\$17.06 per square foot X 25,378 square feet =) \$432,949, rounded to:

VALUE ESTIMATE BY SALES COMPARISON APPROACH
STANDALONE SECONDARY COMMERCIAL PREMISE
\$450,000

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Adjustment Grid to Compare to 38th Ave. E. of Kipling St.														
Sale No.	Location	Price Per SF	Circumst. of Sale	Financing	Subtotal Adjustments	Adjusted Price	Location /Use	Layout Topography	Size	Net Adj.	Indicated Value	Weight	Extension	
1	7321 Sheridan Blvd.	\$19.33	110% 12	100%	100%	110%	\$21.36	-10% Interior Visibility to Maj. St.	0% Level	0%	-10%	\$19.22	5	\$96.10
2	9890 W. 44th Ave.	\$12.23	136% 37	100%	100%	136%	\$16.62	0% Interior Min. Ret. Exposure	0% Level	10%	10%	\$18.28	4	\$73.13
3	7960 Wadsworth Blvd.	\$9.65	138% 39	100%	100%	138%	\$13.33	0% Interior Min. Ret. Exposure	0% Level	10%	10%	\$14.67	2	\$29.33
4	N of NWC Bowles Avenue @ Simms St.	\$15.00	130% 32	100%	100%	130%	\$19.56	-10% Interior Visibility to Maj. St.	0% Level	0%	-10%	\$17.61	1	\$17.61
5	6230 W. 38th Ave.	\$14.37	132% 33	100%	100%	132%	\$18.90	0% Interior Min. Ret. Exposure	0% Level	0%	0%	\$18.90	3	\$56.70
6	NW of NWC 64th Avenue at Indiana St.	\$15.74	123% 25	100%	100%	123%	\$19.36	0% Interior Min. Ret. Exposure	0% Level	0%	0%	\$19.36	6	\$116.19
7	5290 W. Arizona Ave.	\$13.45	110% 12	100%	100%	110%	\$14.86	20% Interior Min. Ret. Exposure Stagnant Retail Area	0% Level	0%	20%	\$17.83	9	\$160.49
8	1825-1975 Kipling St.	\$15.05	90% Listing	100%	100%	90%	\$13.55	10% Corner Visibility to Maj. St. Stagnant Retail Area	0% Level	0%	10%	\$14.90	7	\$104.33
9	8399 Ralston Rd.	\$15.30	116% 18	100%	100%	116%	\$17.76	-10% Corner Visibility to Maj. St.	0% Level	-10%	-20%	\$14.21	8	\$113.66
												Column Totals:		
												Weighted Average:		
												45		
												\$767.54		
												\$17.06		

PREMIUM FOR ASSEMBLAGE

Because the highest and best use is for assemblage to the corner to create a retail site for a national retailer, the value of the subject is influenced by: its proximity to the corner; the lack of adequate size of land at the corner for a national chain retail site; and the lack of other possibilities to acquire the necessary land. A premium over and above its value as a standalone secondary commercial site is warranted. The following sales are presented to demonstrate the going rate for corner locations for national retailers to construct new facilities. Sale Nos. 10 through 13 are from the original report, and Sale No. 14 was added for this update. The range is from \$21.96 to \$37.64 per square foot before adjustments. After making transactional adjustments (in this case just for time) the prices are \$23.66 to \$46.32 per square foot. The value of the assembled site of 52,036 square feet is from \$30.00 to \$35.00 per square foot, or between \$1,230,000 to \$1,820,000, rounded.

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	Corner Sites to National Retailers						
Sale	Location			Area		Price	
<u>No.</u>	<u>Grantor/Grantee</u>	<u>Date</u>	<u>Price</u>	<u>(Sq.Ft.)</u>	<u>Comments</u>	<u>Per SF</u>	<u>Financing</u>
10	5904 S. Kipling St.	Dec-16	\$1,450,000	56,198	Zoned PD, Jefferson County; Car Wash, 3,372 SF Demo'd	\$25.80	Cash to Seller.
	Gosch, et ux., Heckman Management/ CVS 10782 Co., LLC	405 dom			2 Retail Buildings 5,447 SF Demo'd Actual Price \$1,350,000 plus Demo \$100K = \$1,450,000.		
11	280 S. Yarrow St.	Jan-17	\$1,650,000	55,404	Zoned M-C-U, Lakewood	\$29.78	Cash to Seller
	Suppa Properties, LLC				Purchased for new retail center 17,621 SF.		
	EGO, Inc.						
12	NWC 72nd Ave. @ Sheridan Blvd.	Jun-16	\$705,000	18,731	Zoned PUD Westminster; Lot in a Commercial Subdivision.	\$37.64	Cash to Seller
	Cadence Development, LLC/ Legend Lake 7211 N Sheridan, LLC				Same-Day Sale Tepper, et ux to Cadence, \$530,000, or \$28.30/SF "Denny's" Restaurant now under construction.		
13	3244 S. Wadsworth Blvd.	Jun-16	\$975,000	28,835	Zoned C-R Lakewood; "Perkins" Restaurant, 5,212 SF Demo'd	\$33.81	Cash to Seller.
	Mitchel Cory Family, LLC/ Red Robin West, Inc.				Actual Price \$900,000 plus Demo \$75K = \$975,000. Pad in Shopping Center; Purchased for new "Red Robin" restaurant.		
14	Lot 8, Gateway Village, US 40 NW of I-70	Jun-17	\$1,798,443	81,893	Zoned Commercial, Golden; Purchased for a convenience store; Adj	\$21.96	Cash to Seller
	Gateway Land Investment, LLC/ KG Store 319, LLC				new hotels.		
	Reception # 2017064129, Jun 21, 2017						

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These sales are not used to directly value the subject site. The subject has no frontage or exposure to the major thoroughfare. But assembled to the corner, it takes on the characteristics of the larger corner site. These sales represent the maximum amount of value the subject site could obtain were it included with the corner site. To build a free-standing retail store about 50,000 square feet of land area is necessary and the corner has 26,658 square feet. The subject site (25,378 square feet) is necessary to assemble to the corner to achieve this size necessary for national retail development. This puts the subject property in an advantageous negotiating position, and the premium for assemblage will be substantial.

Sale No. 9 presented earlier is a new sale for this update and is cited at the first sale as a standalone site, selling for \$15.30 per square foot. In the second sale two days later, it sold for \$19.05 to the owner of the adjacent office building for parking. This is an increment of ($\$19.05 \text{ per square foot} / \$15.30 \text{ per square foot} =$) 1.245, or 25% for assemblage.

Sale No. 15, cited below, is the anatomy of a commercial land assemblage for a self-storage facility in Arvada. The assemblage of the site is summarized:

Assemblage for a Self-Storage Facility						
Sale Location			Area		Price	
No. Grantor/Grantee	Date	Price	(Sq.Ft.)	Comments	Per SF	
15 9989 W. 60th Ave.	Feb-16 to Apr-17	\$2,195,000	91,089	Zoned B-2, Total Assemblage for Arvada Self Storage	\$24.10	
Arvada Urban Renewal / 60th & Ralston, LLC	Feb-16	\$180,000	41,474	Vacant Site Subsidized by Arvada Urban Renewal; 838 dom	\$4.34	
Vigil / 60th & Ralston, LLC	Apr-17	\$650,000	35,850	Monterrey House Restaurant; Act. Price \$587K + Demo = \$650K	\$18.13	
Erickson / 60th & Ralston, LLC	Mar-17	\$1,365,000	13,765	3-Story Office Bldg.; Act. Price \$1,250,000 + Demo = \$1,365,000	\$99.16	



LAYOUT OF SELF-STORAGE FACILITY SITE.

The assemblage was accomplished in three parts: the original purchase at a discounted price from the Urban Renewal Authority; then a nearly simultaneous purchase over one year later of a restaurant (a large critical part of the assemblage) and an office building (a smaller part of the assemblage that enhances the layout and density but is not vital to the project). The discounted price of the original purchase makes it feasible to buy improved property and spend money on demolition. But taken altogether, the assembled price of \$24.10 is more than the price paid for other self-storage sites on the

West Side of town. Because the base for measuring assemblage premium is skewed so low (the Urban Renewal price) a premium for assemblage cannot be measured. But it is clear from the price paid for the office building (\$99.16 per square foot of land area) that the premium is extraordinarily high. Stated another way, the assemblage of the Urban Renewal site and the adjacent restaurant cost \$830,000 for 77,324 square feet, or \$10.73 per square foot of land. Adding the last 13,765 square feet of land with the office building, the cost skyrockets to \$2,195,000 or \$24.10 per square foot of land. The addition of 18% more land area added 164% to the assembled Urban Renewal site and the restaurant site to make the three-parcel assemblage.

From a 25% premium as measured by Sale No. 9 to unquantified but exorbitant premium as measured by Sale No. 15, a 50% premium used in the original appraisal is justified. The value of the subject property in the assemblage to the corner premise is (\$17.06 per square foot standalone premise X 1.5 assemblage premium = \$25.59 per square foot assembled to the corner X 25,378 square feet =) \$649,423, rounded to:

MARKET VALUE ESTIMATE
ASSEMBLAGE TO THE CORNER PREMISE
\$650,000

VALUATION SUMMARY

Due to the proximity of this property to the corner and its complementary layout and size with relation to the corner parcel, both the standalone secondary commercial premise and the

assemblage to the corner premise are presented. Those value estimates are:

MARKET VALUE ESTIMATES
STANDALONE SECONDARY COMMERCIAL PREMISE
\$450,000
ASSEMBLAGE TO THE CORNER PREMISE
\$650,000

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct;
- the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions and conclusions;
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved;
- I have performed no services as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment;
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment;
- my engagement in this assignment was not contingent upon developing or reporting predetermined results;
- my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal;
- my analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Appraisal Institute's Code of Professional Ethics and Standards of Appraisal Practice, which include the Uniform Standards of Professional Appraisal Practice. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. As of the date of this report, Richard C. Mosier has completed the requirements of the continuing education program of the Appraisal Institute;
- I have made a personal inspection of the property that is the subject of this report; and
- no one provided significant real property appraisal assistance to the person signing this certification.

Richard C. Mosier, MAI
Colorado General Certified
Appraiser #CG01313149

EXHIBIT "A"

QUALIFICATIONS OF THE APPRAISER
AND LIMITING CONDITIONS

QUALIFICATIONS OF APPRAISER

NAME : Richard C. Mosier, MAI
EDUCATION : Bachelor of Science Degree in Business
Administration; Building Industry and Real Estate
Major; University of Denver, June, 1973.

APPRAISAL DESIGNATIONS, OFFICES HELD:

MAI (Member, Appraisal Institute)
Certificate No. 6334, November, 1981
Appraisal Institute, Colorado Chapter, President 1991
Appraisal Institute, Region II Finance Officer 1993-2004
Appraisal Institute, Region II, Chair 2007
Appraisal Institute, National Board of Directors 2006-2007

APPRAISAL INSTITUTE CLASSROOM INSTRUCTOR:

AI Basic Appraisal Principles Since 2012
AI Basic Appraisal Procedures Since 2012
AI General Sales Comparison Approach Since 2013
AI General Income Capitalization Approach,
Parts 1 and 2 Since 2013
AI General Site Valuation and Cost Approach Since 2013

MEMBER OF : Denver Board of Realtors (Appraiser Member).
LICENSES : Real Estate Broker in Colorado since June, 1975
Certified General Appraiser in Colorado, #CG01313149
Certified General Appraiser in Wyoming, #376

BUSINESS AFFILIATIONS:

Mac Taggart & Mosier, Inc., President
40 South Allison Street
Lakewood, Colorado 80226

APPRAISAL EXPERIENCE:

Appraised various types of real property including single-family homes, condominiums, apartments, shopping centers, commercial buildings, restaurants, service stations, office buildings, warehouses, manufacturing plants, motels, golf courses, subdivisions and land developments, easements, conservation easements, water rights, leased fee and leasehold estates, and special purpose, residential, commercial and industrial land. Qualified expert witness in District Courts of Denver, Arapahoe, Boulder, Douglas, Elbert and Jefferson Counties, Federal Bankruptcy Court, various arbitration proceedings.

CAREER HISTORY: Associated with C. K. Mac Taggart, MAI, since graduating from college in 1973 in a research analyst capacity until 1976. Served as an associate appraiser until July, 1980, when Mac Taggart and Mosier, Inc., was formed.

REPRESENTATIVE LIST OF APPRAISAL CLIENTS:

AAA Colorado	Denver Health	Jefferson County
ANB Bank	and Hospitals	Open Space
Bank of the West	Denver Lumber Company	Kansas State Bank
Boulder County Board	Douglas County	Metro West
of Equalization	Douglas County Board	Housing Solutions
Broomfield County Board	of Equalization	PCV Murcor
of Equalization	Federal Deposit	Sage Capital
City of Lakewood	Insurance Corporation	Town of Loveland
City of Wheat Ridge	Fidelity National Title	Town of Silverthorne
City of Centennial	First Citizen's Bank	UMB Bank
Colorado State Bank	FirstBank	Wells Fargo Trust
Colorado Department	GE Capital National	Department
of Transportation	Home State Bank	Various Private
Colliers International	Jefferson County	Individuals
Comerica Bank	Dept. of Highways	

LIMITING CONDITIONS AND ASSUMPTIONS

1. Title to the property is assumed to be good and marketable.
2. No responsibility for legal matters is assumed, nor is the appraiser(s) required to give testimony or appear in court unless prior arrangements have been made in writing. If any courtroom or administrative testimony is required in connection with this report, an additional fee shall be charged for those services.
3. All information in this report has been obtained from reliable sources. The appraiser(s) cannot, however, guarantee or be responsible for the accuracy of the information furnished by others.
4. Sketches in this report are intended for illustrative purposes only.
5. If the property being appraised is a fractional interest(s) of real estate, it, when added to the value of any other fractional interest(s), may or may not equal the value of the entire fee simple estate.
6. If the property being appraised is a geographical portion of a larger parcel, it, when combined with the remaining geographical portion(s), may or may not equal the value of the whole.
7. One (or more) of the signatories of this appraisal report is a member of the Appraisal Institute. The Bylaws and Regulations of the Institute require each member to control the use and distribution of each appraisal report signed by such member. The party for whom this appraisal report was prepared may distribute copies of this report, bearing original signature(s), only in its entirety. Such copies that are distributed must contain all exhibits including these limiting conditions and assumptions.
8. Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media without the written consent and approval of the appraiser(s), particularly as to valuation conclusions, the identity of the appraiser(s) or firms with which connected, or

any reference to the Appraisal Institute or to the MAI or SRA designations.

9. The distribution of the total valuation in this report between land and improvements applies only under the existing utilization and zoning of the property. Land and improvements are not severable for other valuation purposes.
10. Mechanical, electrical and plumbing systems in the improvements are presumed to be in operating condition, and no liability for the malfunction of those items is assumed by the appraiser(s). A qualified engineer is recommended for an opinion of serviceability and adequacy of those components.
11. (For proposed improvements). Completion as per the plans and specifications submitted and construction to start within a reasonable time period from the date of this report.
12. (For proposed improvements). The appraiser(s) reserves the right to inspect the subject improvements when completed to verify conformance with the plans and specifications upon which this appraisal is based.
13. Soils conditions, underground or concealed hazardous materials, or other features of the property not visibly apparent are not investigated by the appraiser(s) unless it is specifically addressed in the report. Any damages arising from such defects in the property is without warranty or liability of the appraiser(s).
14. Any damages incurred by the use of or reliance on the appraisal report is without warranty or liability except for the amount of the fee paid to the appraiser(s).
15. By the use of or reliance on this appraisal report, such user is assumed to have read and agrees to these 15 numbered limiting conditions and assumptions.

END OF APPRAISAL REPORT AND EXHIBITS

T.M.

C R O W L E Y

& ASSOCIATES

October 3, 2018

Steve Art
Executive Director
Wheat Ridge Urban Renewal Authority
7500 West 29th Avenue
Wheat Ridge, Colorado 80033

Steve –

Please accept this letter as confirmation of TMC Colorado 2, LLC's agreement with the appraisal price of \$650,000 contained in the updated August 15, 2018 appraisal from MacTaggart and Mosier to the City of Wheat Ridge.

TMC Colorado 2, LLC is currently under contract with the other parcels necessary to complete the development of a CVS Pharmacy and the relocation and development of the AppleRidge Café. The above price would be subject to further contingencies regarding the development timeline and permitting of the aforementioned developments and assistance from the Wheat Ridge Urban Renewal Authority.

Please let me know if you have any further questions.

Thank you,



AJ Barbato
Executive Vice President of Real Estate Development
T.M. Crowley and Associates



October 9, 2018

Wheat Ridge Urban Renewal Authority
7500 West 29th Avenue
Wheat Ridge, Colorado 80033

Attn: Mr. Steve Art
Executive Director

Re: SEC 38th & Kipling Redevelopment
Trip Generation Comparison Letter

Dear Mr. Art:

This letter documents a comparison of trip generation of a proposed redevelopment to occur on the southeast corner of the 38th Avenue and Kipling Street intersection in Wheat Ridge, Colorado. Apple Ridge Café exists directly on this corner, and a vacant parcel is located to the east of this existing restaurant. A redevelopment is proposed which would include replacing the existing restaurant and vacant parcel with a proposed approximate 13,111 square foot pharmacy with drive-through window.

Apple Ridge Café is approximately 3,000 square feet. It is believed that the existing vacant parcel to the east could and would likely otherwise develop into a 3,000-square foot fast food restaurant with drive through if this redevelopment project were not to occur. Therefore, a trip generation comparison between the existing 3,000 square foot Apple Ridge Café sit down restaurant and possible adjacent 3,000 square foot fast food restaurant with drive through was compared to a pharmacy with drive through use.

Site-generated traffic estimates are determined through a process known as trip generation. Rates and equations are applied to the existing and proposed land uses to estimate traffic generated by the development during a specific time interval. The acknowledged source for trip generation rates is the *Trip Generation Manual*¹ published by the Institute of Transportation Engineers (ITE). ITE has established trip rates in nationwide studies of similar land uses. Trip generation was based on the ITE Trip Generation, 10th Edition (most current edition) average rate equations for high-turnover sit-down restaurant (ITE Code 932) for the Apple Ridge Café restaurant, fast-food restaurant with drive-through (ITE Code 934) for the adjacent vacant parcel to represent development potential, and Pharmacy/Drugstore with Drive-Through Window (ITE Code 881) for this proposed redevelopment project to provide a comparative analysis.

The following table summarizes the anticipated trip generation for the proposed 13,111 square foot pharmacy with drive through window compared with the existing 3,000 square foot Apple Ridge Café restaurant and possible adjacent 3,000 square foot fast food restaurant with drive-through window (trip generation calculations are attached).

¹ Institute of Transportation Engineers, *Trip Generation Manual*, Tenth Edition, Washington DC, 2017.

**Trip Generation Comparison
Apple Ridge Café and Adjacent Fast Food Restaurant
to Pharmacy with Drive Through (proposed restaurant)**

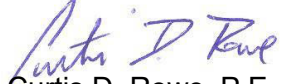
USE AND SIZE	DAILY VEHICLE TRIPS	WEEKDAY VEHICLE TRIPS					
		AM Peak Hour			PM Peak Hour		
		In	Out	Total	In	Out	Total
Existing & Possible Uses – Apple Ridge Café and Adjacent Fast Food Restaurant							
Sit-Down Restaurant (932) 3,000 Square Feet	338	16	14	30	18	11	29
Fast Food Restaurant w/ DT (934) 3,000 Square Feet	1,414	62	59	121	51	47	98
Total	1,752	78	73	151	69	58	127
Proposed Use – Pharmacy with Drive Through							
Pharmacy/Drugstore W DT (881) 13,111 Square Feet	1,432	26	24	50	68	68	136
Net Difference in Trips	-320	-52	-49	-101	-1	+10	+9

As summarized in the table, the currently proposed redevelopment of the southeast corner of the 38th Avenue and Kipling Street intersection to a pharmacy with drive through would be anticipated to generate 1,432 daily weekday trips with 50 trips occurring during morning peak hour, and 136 trips occurring during the afternoon peak hour based on ITE equations and data. Based on the ITE equations for the existing Apple Ridge Café sit-down restaurant and a possible adjacent fast food restaurant with drive through, the proposed pharmacy redevelopment is anticipated to generate less traffic over an average weekday and during the morning peak hour, with slightly more traffic generated during the afternoon peak hour. The change in use is anticipated to account for a decrease of approximately 320 daily trips, a decrease of 101 trips in the morning peak hour, and an increase of 9 trips during the afternoon peak hour. Important to note, it is believed that the traffic generated by the existing Apple Ridge Café may be greater than the volumes predicted from the ITE equations due to the known busyness of the restaurant and the amount of parking provided on site.

In summary, this traffic study letter provides a trip generation comparison for a proposed pharmacy with drive through redevelopment to be located on the southeast corner of the 38th Avenue and Kipling Street intersection in Wheat Ridge, Colorado. The redevelopment is anticipated to decrease daily and morning peak hour traffic, but only slightly increase traffic to the project site during the afternoon peak hour. If you have any questions or require anything further, please feel free to call me at (303) 228-2304.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.


Curtis D. Rowe, P.E., PTOE
Vice President



Project Apple Ridge Café
 Subject Trip Generation for High-Turnover (Sit-Down) Restaurant
 Designed by Curtis Rowe Date September 26, 2018 Job No. _____
 Checked by _____ Date _____ Sheet No. 1 of 1

TRIP GENERATION MANUAL TECHNIQUES

ITE Trip Generation Manual 10th Edition, Average Rate Equations

Land Use Code - High Turnover Sit-Down Restaurant (932)

Independant Variable - 1000 Square Feet Gross Floor Area (X)

Gross Floor Area = 3,000 Square Feet

X = 3.000

T = Average Vehicle Trip Ends

Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m. (900 Series Page 97)

Average Weekday	Directional Distribution:	55% ent.	45% exit.
T = 9.94 (X)	T = 30	Average Vehicle Trip Ends	
T = 9.94 * 3.000	16 entering	14	exiting

Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m. (900 Series Page 98)

Average Weekday	Directional Distribution:	62% ent.	38% exit.
T = 9.77 (X)	T = 29	Average Vehicle Trip Ends	
T = 9.77 * 3.000	18 entering	11	exiting

Weekday (900 Series Page 96)

Average Weekday	Directional Distribution:	50% entering, 50% exiting
T = 112.18 (X)	T = 338	Average Vehicle Trip Ends
T = 112.18 * 3.000	169 entering	169 exiting

P.M. Peak Hour of Generator (900 Series Page 100)

Average Weekday	Directional Distribution:	52% ent.	48% exit.
T = 17.41 (X)	T = 52	Average Vehicle Trip Ends	
T = 17.41 * 3.000	27 entering	25	exiting

Saturday Peak Hour of Generator (900 Series Page 105)

Average Saturday	Directional Distribution:	51% ent.	49% exit.
T = 11.19 (X)	T = 34	Average Vehicle Trip Ends	
T = 11.19 * 3.000	17 entering	17	exiting

Non Pass-By Trip Volumes (Per ITE Trip Generation Handbook, 3rd Edition September 2017-Page 207)

AM Peak Hour = 57% Non-Pass By	PM Peak Hour = 57% Non-Pass By
IN Out Total	
AM Peak 9 8 18	
PM Peak 10 6 17	
Daily 96 96 192	PM Peak Hour Rate Applied to Daily

Pass-By Trip Volumes (Per ITE Trip Generation Handbook, 3rd Edition September 2017 -Page 207)

AM Peak Hour = 43% Pass By	PM Peak Hour = 43% Pass By
IN Out Total	
AM Peak 7 6 14	
PM Peak 8 5 13	
Daily 73 73 146	PM Peak Hour Rate Applied to Daily

Project SEC 38th & Kipling
 Subject Trip Generation for Fast-Food Restaurant with Drive-Through Window
 Designed by CDR Date October 09, 2018 Job No. _____
 Checked by _____ Date _____ Sheet No. 1 of 1

TRIP GENERATION MANUAL TECHNIQUES

ITE Trip Generation Manual 10th Edition, Average Rate Equations

Land Use Code - Fast Food Restaurant With Drive-Through Window (934)

Independant Variable - 1000 Square Feet Gross Floor Area (X)

Gross Floor Area = 3,000 Square Feet

X = 3.000

T = Average Vehicle Trip Ends

Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m. (900 Series page 158)

Average Weekday	Directional Distribution:	51% ent.	49% exit.
T = 40.19 (X)	T = 121	Average Vehicle Trip Ends	
T = 40.19 * 3.000	62 entering	59 exiting	
	62 + 59 (*) = 121		

Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m. (900 Series page 159)

Average Weekday	Directional Distribution:	52% ent.	48% exit.
T = 32.67 (X)	T = 98	Average Vehicle Trip Ends	
T = 32.67 * 3.000	51 entering	47 exiting	
	51 + 47 = 98		

Weekday (900 Series page 157)

Average Weekday	Directional Distribution:	50% entering, 50% exiting	
T = 470.95 (X)	T = 1414	Average Vehicle Trip Ends	
T = 470.95 * 3.000	707 entering	707 exiting	
	707 + 707 = 1414		

Saturday Peak Hour of Generator (900 Series page 163)

	Directional Distribution:	51% ent.	49% exit.
T = 54.86 (X)	T = 165	Average Vehicle Trip Ends	
T = 54.86 * 3.000	84 entering	81 exiting	
	84 + 81 = 165		

Non Pass-By Trip Volumes (Per ITE Trip Generation Handbook, 3rd Edition September 2017)

AM Peak Hour = 51% Non-Pass By	PM Peak Hour = 50% Non-Pass By
IN Out Total	
AM Peak 32 30 62	
PM Peak 26 24 49	
Daily 354 354 708	PM Peak Hour Rate Applied to Daily

Pass-By Trip Volumes (Per ITE Trip Generation Handbook, 3rd Edition September 2017)

AM Peak Hour = 49% Pass By	PM Peak Hour = 50% Pass By
IN Out Total	
AM Peak 30 29 59	
PM Peak 26 24 49	
Daily 353 353 706	PM Peak Hour Rate Applied to Daily

Project SEC 38th & Kipling
 Subject Trip Generation for Pharmacy/Drugstore with Drive-Through Window
 Designed by _____ Date _____ Job No. _____
 Checked by _____ Sheet No. _____ of _____

TRIP GENERATION MANUAL TECHNIQUES

ITE Trip Generation Manual 10th Edition, Average Rate Equations

Land Use Code - Pharmacy/Drugstore with Drive-Through Window (881)

Independant Variable - 1000 Sq. Feet Gross Floor Area (X)

SF= 13111

X = 13.111

T = Average Vehicle Trip Ends

Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m. (page Series 800 Page 562)

Average Weekday	Directional Distribution:	53% ent.	47% exit.
T = 3.84 (X)	T = 50	Average Vehicle Trip Ends	
(T) = 3.84* (13.1)	26 entering	24 exiting	
	26 + 24 = 50		

Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m. (Series 800 page 563)

Average Weekday	Directional Distribution:	50% ent.	50% exit.
T = 10.29 (X)	T = 136	Average Vehicle Trip Ends	
(T) = 10.29 * (13.1)	68 entering	68 exiting	
	68 + 68 = 136		

Weekday (Series 800 page 561)

Average Weekday	Directional Distribution:	50% entering, 50% exiting
T = 109.16 (X)	T = 1432	Average Vehicle Trip Ends
(T) = 109.16 * (13.1)	716 entering	716 exiting
	716 + 716 = 1432	

Saturday Peak Hour of Generator (page 1807)

T = 8.20 (X)	Directional Distribution:	49% ent.	51% exit.
(T) = 8.20 * (13.1)	T = 108	Average Vehicle Trip Ends	
	53 entering	55 exiting	
	53 + 55 = 108		

Non-Pass-by Trip Volumes (page 63, ITE Trip Generation Handbook, December 2012)

PM Average Pass By Percentage:	51%	Pass By
	IN	Out
AM Peak	13	12
PM Peak	35	35
Daily	365	365
Saturday	27	28
	Total	
	25	
	69	
	732	
	55	

PM Rate Applied to AM Peak
 PM Rate Applied to Daily
 PM Rate Applied to Saturday

Pass-by Trip Volumes (page 63, ITE Trip Generation Handbook, December 2012)

PM Average Pass By Percentage:	49%	Pass By
	IN	Out
AM Peak	13	12
PM Peak	33	33
Daily	351	351
Saturday	26	27
	Total	
	24	
	67	
	702	
	53	

PM Rate Applied to AM Peak
 PM Rate Applied to Daily
 PM Rate Applied to Saturday

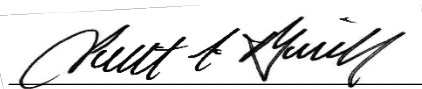

REQUEST FOR CITY COUNCIL ACTION

TITLE: MOTION TO AWARD A CONTRACT AND APPROVE SUBSEQUENT PAYMENTS TO HDR ENGINEERING, INC., DENVER, CO, IN THE AMOUNT OF \$1,344,394.91 FOR PROFESSIONAL SERVICES FOR ROW ACQUISITION SERVICES FOR THE WADSWORTH BOULEVARD IMPROVEMENT PROJECT

- ☐ PUBLIC HEARING
☒ BIDS/MOTIONS
☐ RESOLUTIONS

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

QUASI-JUDICIAL: ☐ YES ☒ NO


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

In April 2015 the City was awarded funding through the Denver Regional Council of Governments (DRCOG) Transportation Improvement Program (TIP) to improve Wadsworth Boulevard from 35th Avenue to 48th Avenue. The Environmental Assessment (EA) is currently being reviewed and is expected to be finalized in early 2019. Preliminary and final design has begun and is expected to be completed in early 2020.

The project also includes a significant number of right-of-way (ROW) acquisitions. Professional ROW acquisition services are required to complete those acquisitions.

PRIOR ACTION:

On October 12, 2015, the Council adopted the Planning and Environmental Linkage Study (PEL) that identified traffic congestion and safety issues, developed multi-modal solutions, and identified related environmental issues and mitigation measures that needed further assessment.

Also on October 12, 2015, an Intergovernmental Agreement (IGA) with CDOT was approved by Council, authorizing the environmental, design, and ROW acquisition phases.

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). In 2017, additional work was identified involving the historical status of several properties along the Wadsworth Corridor. Amendments to the HDR contract were approved by Council on May 22, 2017 and November 13, 2017.

On August 27, 2018, Council approved a contract with HDR to continue to work on the project to complete the preliminary and final design, including the preparation of construction plans and obtaining necessary State and Federal approvals.

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 with a federal share of \$2,340,000. 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 programmed for maintenance on this portion of Wadsworth Boulevard.

The original HDR contract included a 10% contingency that was used to analyze and incorporate the Continuous Flow Intersections (CFI) into the design. In addition to the two historical related contract amendments that Council approved during Phase I, City staff has administratively approved two smaller amendments for HDR to complete an application for a Federal TIGER grant and also to perform value engineering during Phase I, rather than waiting for Phase II. The HDR contracts and amendments are as follows:

Original Phase I Contract	\$1,200,164.20	Council
CFI Intersections	\$120,000.00	Original contract contingency
TIGER grant application	\$40,000.00	Administrative
Historical evaluations	\$179,984.46	Council
Historical evaluations	\$269,922.12	Council
Value Engineering	\$49,620.58	Administrative
Phase II Contract	<u>\$2,144,930.12</u>	Council
Total HDR contract	\$4,004,621.48	

In late November 2018, City staff administratively approved an early action \$72,600 scope and fee with HDR to order the required 66 title commitments. Obtaining title commitments is a long lead item and must be completed before most other acquisition work can be done.

Proposed funding for ROW acquisition for the project is budgeted over several years in both the Capital Improvement Program (CIP) and 2E Bond Fund.

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 35th Avenue to 48th 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 38th Avenue and 44th 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 38th and 44th 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 CFIs. 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 was provided to the Council at the April 16, 2018 Study Session. The Value Engineering (VE) workshop held in May 2018 was also discussed. The results of the VE workshop were then discussed with Council at the June 4, 2018 Study Session. The VE workshop outcomes that were 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 47th/48th Avenues, and revise the retaining wall design at the north end of the project. The VE workshop is required for projects that receive federal funding that have a total cost exceeding \$40 million.

The draft EA has been reviewed and approved by CDOT staff and was recently submitted to the Federal Highway Administration (FHWA) for review and approval. The EA is expected to be

finalized in early 2019, with a public hearing being held in late February 2019. The decision document, which is expected to be a Finding of No Significant Impact (FONSI), will follow soon after with approval expected in June 2019.

The preliminary design has started with an internal kick-off meeting held with City and consultant staff on November 9, 2018. An official kick-off with CDOT staff will be held on December 11, 2018.

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

HDR was recently selected by the City's established procurement process to perform the required ROW acquisition professional services. The selection process included review of proposals in response to a request for qualifications by an evaluation committee. Staff negotiated with HDR to finalize the scope and fees for the anticipated work.

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 for ROW acquisition. Appropriate fees for the work were then negotiated in accordance with the specific tasks and services needed. Staff recommends award of the ROW Acquisition Consultant Contract to HDR Engineering, Inc.

RECOMMENDED MOTION:

"I move to award a contract and approve subsequent payments to HDR Engineering, Inc., Denver, CO, in the amount of \$1,344,394.91 for professional services for ROW acquisition services for the Wadsworth Boulevard Improvement Project."

Or

"I move to deny award of the contract to HDR Engineering, Inc., Denver, CO, in the amount of \$1,344,394.91 for professional services for ROW acquisition services for 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 and Fee Proposal, ROW Acquisition Services, November 28, 2018



November 28, 2018

City of Wheat Ridge – Public Works

Attn: Mark A. Westberg, PE, CFM

7500 West 29th Avenue

Wheat Ridge, CO 80033

RE: *Modified Scope of Work and Fee Proposal for Right-of-Way Services for Wadsworth Widening: West 35th Avenue to I-70*

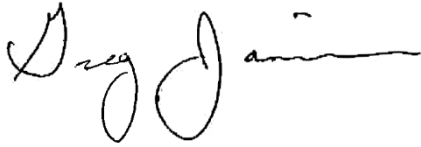
Dear Mark,

This letter follows yesterday's telephone conference. On November 16, 2018, we submitted a scope of work and fee estimate for Right of Way Services for Wheat Ridge's project widening Wadsworth, from W. 35th Avenue to I-70 for two scenarios: (i) one that assumes three full acquisitions (\$1,296,359 total fee), and (ii) one that assumes eight full acquisitions (\$1,416,995 total fee). The projected time frame for a notice to proceed on a contract for these services is January 2019. As detailed in a separate letter to you of today's date, this previously submitted a scope of work and fee estimate for Right of Way Services for the Wadsworth project will be reduced by \$72,600 to allow for an early action administrative approval contract to order title commitments. After this \$72,600 deduction, we are providing a modified scope of work and fee proposal for the two scenarios as follows: (i) the one that assumes three full acquisitions has been reduced to \$1,223,759, and (ii) the one that assumes eight full acquisitions has been reduced to \$1,344,395. Such modified scopes of work and fee proposals are attached

Changes between the attached scopes of work and the scopes submitted on November 16, 2018, appear in the assumptions to Task 2.2 on pages 4 and 5 of the scopes of work. Changes between the attached fee proposals and the fee proposals submitted on November 16 appear under 4.A Outside Services Rates (Subconsultants). The fee for title companies is now \$26,400.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Jamieson". The signature is fluid and cursive, with the first name "Greg" and last name "Jamieson" clearly distinguishable.

Greg Jamieson
Senior Right of Way Manager

Attachments:

Scope of Work and Fee proposals for Two Scenarios

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 (Wadsworth). In 2015, they produced a Planning and Environmental Linkages (PEL) study for the portion of Wadsworth Boulevard from West 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 intergovernmental agreement (IGA) with CDOT outlining the framework for reconstruction of Wadsworth. A major part of the project is to reconstruct Wadsworth to a 6-lane section, provide better multimodal facilities, and provide enhanced amenity zones along the corridor (Project). A template Environmental Assessment (EA) is in process. Conceptual level design of the Project has been completed. Preliminary design has begun. Final design, 100% Advertisement Plans, Specifications & Estimate (PS&E) for the project advertisement, bidding assistance and Design Services During Construction (DSDC) will follow.

Significant right of way (ROW) acquisition and relocation is needed for the project. Initial estimates indicate that ROW acquisition will be needed from 64 ownerships. Eight (8) of these are identified as full acquisitions in the draft EA, however only three (3) of the eight (8) are definitely full acquisitions. **This scope of work assumes three full acquisitions.** Two businesses will be displaced by the full acquisitions (one full acquisition is not improved or occupied) and one resident will be displaced by one of the partial acquisitions. This scope of work assumes two business relocations, one residential relocation, and ten (10) personal property only relocations. This scope of work is for HDR and its subconsultants (ROW Team) to define, value and purchase the ROW needed for the Project and the relocate the businesses, resident and personal property displaced by some of the acquisitions.

The ROW Team will provide the work described in this document.

PROJECT GOALS

The goals of the ROW acquisition for the Project are to timely acquire the ROW needed for the project and conduct required relocations to support the preconstruction schedule while providing considerate treatment to affected property owners and displaced occupants.

PROJECT LIMITS

Wadsworth from 35th Ave to I-70 interchange

WORK DURATION

The primary time period for the work is estimated to begin in January 2019 and end by a ROW clearance in January 2020. An additional time period from January 2020 may be needed to resolve acquisitions through condemnation, if needed. The estimated time period for the extension is through January 2021.

ROW TEAM RESPONSIBILITIES AND DUTIES

- Preparation and Approval of ROW Plans
- Valuation of ROW Parcels

- Acquisition Negotiation for ROW Parcels
- Relocation of Displaced Persons, Businesses and Personal Property

WORK PRODUCT

- ROW Schedule
- ROW Budget
- ROW Project Coordination with City, and CDOT as needed
- Meeting Minutes
- Right of Way Plans
- Appraisals, Waiver Valuations, Fair Market Value Determinations
- Acquisition Files, Including Offer Packets, Agreements, Conveyance Deeds, Easement Agreements, Negotiation Logs
- Relocation Files, Including Relocation Planning Studies, 90-Day and 30-Day Notices, Relocation Determinations, Relocation Claims and Relocation Negotiation Logs
- Condemnation Request Packages (If needed)

Requirements are further described in the sections that follow.

TABLE OF CONTENTS

This scope of work will consist of the following seven tasks:

1. ROW Project Management, Meetings and Coordination.
2. Title Services - Obtain title commitments from a subconsultant title company, which will be used to identify liens and encumbrances for the parcels to be acquired for the preparation of ROW plans and legal descriptions for the ROW parcels.
3. ROW Plans - Subconsultant professional land surveying company (PLS) to prepare ROW plans and legal descriptions for the ROW parcels.
4. Valuation - Subconsultant appraisers will prepare appraisals for the ROW parcels. Such appraisals will be reviewed by the Colorado Department of Transportation (CDOT). Waiver Valuations will be prepared for ROW parcels that qualify for this valuation method.
5. Acquisition Negotiation – negotiations with landowners to acquire the ROW parcels.
6. Closings – a subconsultant title company will conduct closings for acquisitions with consensual agreements.
7. Relocation – relocate displaced residences, businesses and personal property

Note: No tasks and fees are included in this scope of work and fee proposal to cover property management of properties acquired. If the City requests HDR to assist with securing

improvements on acquired property and demolishing such improvements, a separate task order will be needed to cover such tasks.

TASK 1: ROW PROJECT MANAGEMENT, MEETINGS AND COORDINATION

Task 1.1 Project Records Set Up

Set up internal project recordkeeping, parcel files and external tracking sheets.

Task 1.2 Subconsultant Management

This task covers the negotiation and management of contracts with Lund Partnership for ROW plans, a subconsultant sign company for sign cost estimates, and the subconsultant title companies for title and closing. It does not cover negotiation and management of contracts with subconsultant appraisers. That task is included in in Section 4.3 below.

Task 1.3 Invoicing

Prepare, review and provide to City monthly invoices. This task includes reviewing, processing and paying subconsultants on their subconsultant contracts including invoicing and paying appraisal subconsultants.

Deliverables:

- 24 monthly invoices

Task 1.4 ROW Kickoff Meetings

The ROW Team will conduct a ROW kickoff meeting with the City and a separate ROW kickoff meeting with the City and CDOT. An initial ROW Project schedule and budget will be prepared and discussed at these meetings. ROW forms to be used will be identified at these meetings. City and CDOT approvals and approvers will be identified at these meetings.

Following the kickoff meetings, HDR will compile and send out minutes for the meetings.

Deliverables:

- One ROW project schedule
- One ROW project budget
- Two meeting agendas
- Preparation of minutes from two meetings

Task 1.5 Early Acquisitions, Incentive Programs and Meetings re: the Same

Early Acquisitions – HDR will conduct two meetings with the City (CDOT can be included, if needed) to determine if any full acquisitions identified in the draft Environmental Assessment (EA) can be converted to partial acquisitions. After such decisions are made, HDR will prepare and submit to the City and CDOT written requests for approval to start on such early acquisitions.

Incentive Program – At the same two meetings described above, HDR will discuss the parameters for an acquisition and relocation incentive program for the Project. After decisions are made on proposed incentive programs, HDR will prepare and submit to the City and CDOT written requests for approval of the incentive programs. Project schedule and budget will be prepared and discussed at these meetings. ROW forms to be used will be identified at these meetings. City and CDOT approvals and approvers will be identified at these meetings.

Following the meetings, HDR will compile and send out minutes of the meetings.

Deliverables:

- Two meeting agendas
- Preparation of minutes from two meetings
- Written request for approval of early acquisitions
- Written request for approval of incentive programs

Task 1.6 External Project Coordination Meetings

HDR and the City (and CDOT, if needed) will meet as required (typically two meetings per month for the first year of the contract) to monitor progress on the ROW process, discuss issues and obtain required City decisions. Discussion items may include, modifications to the schedule and budget, progress on ROW phases (ROW plans, valuation, acquisition negotiation, relocation and condemnation), review of acquisition and relocation tracking sheets, responses to counteroffers, strategies for challenging negotiations, relocations and responses other issues and problem solving.

Following the coordination meetings, HDR will compile and send out minutes of the meeting.

Deliverables:

- 24 Meeting agendas
- Preparation of minutes from 24 meetings
- Updated ROW schedule, as needed
- Updated ROW budget, as needed
- Acquisition tracking sheets, updated as needed
- Relocation tracking sheets, updated as needed

Task 1.7 Internal Coordination

This task is for HDR's tasks associated with managing the project. This task includes the ROW Team's internal coordination with the environmental and design teams, internal ROW Team meetings, updating acquisition and relocation tracking sheets, updating the ROW Project schedule and budget, as needed.

TASK 2: TITLE COMMITMENTS

Task 2.1 Coordinate, Order and Distribute Title Commitments

Work with the City and Lund Survey to identify title commitments needed. Order title commitments from selected Title Company(s) and distribute accordingly. HDR will work with the City to determine if it is necessary to order title commitments from multiple title companies. Request title commitment updates as needed.

Task 2.2 Review Title Commitments

Review title commitments for financial liens and other encumbrances relevant to the acquisitions.

Title Subconsultant(s) Deliverable No. 1:

- 66 title commitments from selected subconsultant title companies.

Assumptions:

- 66 title commitments will be needed. The assumed cost is \$99,000 (\$1,100/commitment + updates X 66 commitments + \$26,400 for cost overruns and updates). \$72,600 of this fee will be under a separate early action administrative approval contract. The remaining \$26,400 of this fee

is included fee in this scope of work and the associated fee proposal. This number may change as the design advances and ROW impacts are better defined. If more than 66 title commitments are needed, additional fee will need to be negotiated.

- O&E reports may be substituted for commitments where only temporary impacts are anticipated as agreed to by City.
- Up to four updates per title commitment, as needed.

TASK 3: ROW PLANS

Task 3.1 ROW Plans and Legal Descriptions for Early Acquisition Parcels

HDR coordination with Professional Land Surveying (PLS) subconsultant, Lund Partnership (Lund) to prepare streamlined ROW plans for Advanced Acquisition Parcels (AP Parcels) as allowed by the CDOT ROW Manual. Prepare documents required for submittal of formal request to CDOT for approval of AP Parcels.

Subconsultant PLS (Lund) Deliverable No. 1 – AP Parcels ROW Plans

- Streamlined AP Parcels ROW plans.

Assumptions:

- AP Parcels will be prepared for three (3) full acquisitions as early acquisitions.

Task 3.2 Coordinate with Design Team and Lund on ROW Parcels

Coordinate with the Project Design Team and Professional Land Surveying (PLS) subconsultant, Lund Partnership (Lund), to make design decisions relevant to ROW parcel configuration and to determine size, shape, location and type of parcels to be acquired. Coordinate with CDOT, if needed. Make decisions on full vs. partial acquisitions.

Task 3.3 Right of Way Plan Review (ROWPR)

Review draft ROW plan set. Schedule and facilitate a ROWPR. Include City personnel, Project environmental and design team personnel, CDOT PM, ROW and others, as needed.

Task 3.4 ROW Plans Approval

After changes from the ROWPR have been made, reviewed and approved, prepare documents required for submittal of formal request to CDOT for ROW Plan approval. Coordinate with CDOT and respond to questions to obtain approval.

Task 3.5 Modifications to ROW Plans

Modifications to ROW plans are sometimes necessary after approval as a result of changes in ownerships and changes in parcel configuration. This task covers coordination and approval of such modifications, if any.

Subconsultant PLS (Lund) Deliverable No. 2 – ROW Plans

- A full set of ROW Plans for ROW parcels needed for the Project prepared in compliance with the CDOT ROW Manual.

Subconsultant PLS Deliverable No. 3 – Legal Descriptions

- Legal descriptions for ROW parcels needed for the Project prepared in compliance with the CDOT ROW Manual.

Assumptions:

- Lund will need to do some field survey to obtain information needed for preparation of the ROW plans.
- The initial estimate is that there will be ROW parcels from 64 ownerships in the ROW plans, and 145 legal descriptions delivered. These numbers may change as the design advances and ROW impacts are better defined. If more than 64 ownerships and 145 legal descriptions are required, additional fee will need to be negotiated.

TASK 4: PARCEL VALUATIONS

Task 4.1 Research and Planning

Evaluate preliminary impacts and cost with respect to appraisals. Conduct field inspection to verify property impacts and characteristics including outdoor advertising signs, significant property improvement impacts, potential damages including parking and field verify characteristics of potential total acquisition appraisals. Develop inventory by ownership of key impacted improvements and potential damages or action items.

Deliverables:

- Spreadsheet of property ownerships with inventory of preliminary property impacts to address project action items.

Task 4.2 Sign Cost Estimates and Sign Consulting

Prior to issuing notices to proceed for subconsultant appraisers as set forth in Task 4.3 below, HDR will contract and coordinate with a sign company subconsultant for sign cost estimates for outdoor advertising and private directional signs impacted by the project. Estimates will include, replacement cost new and relocation cost estimate.

HDR will coordinate inspections, preparation, format and review of the estimates with the sign company. HDR will provide a quality control review of sign estimates, which upon completion will be distributed to the City of Wheat Ridge, CDOT appraisal review. Upon their review the estimates will be distributed to

the assigned agency appraisers and acquisition agent for distribution to land owners should they choose to provide it to their appraisers.

Information on signs will be promptly delivered to the City for its review. HDR will consult with the City for the appropriate approach to be taken on sign relocations generally and on how to handle certain case specific sign situations.

Subconsultant (sign company) Deliverables:

- Up to of 40 sign cost estimates

Assumptions

- Not to exceed 40 sign cost estimates at \$375 / estimate (\$15,000).
- Signs will be classified as real property.
- City will provide sign policy.

Task 4.3 Appraisal Planning and Management Delivery of Subconsultant Appraisals

This Task is to coordination efforts to plan and retain qualified subconsultant appraisal firms to deliver agency appraisals. Appraisals will be prepared in compliance with generally accepted standards of appraisal practice, the URA and CDOT policies and procedures.

HDR will utilize property data and information from field inspections (Task 4.1) to bundle appraisals into groups based on acquisition priority, property characteristics and potential damages. HDR will review proposed bundles with City of Wheat Ridge for allocation of appraisal bundles to subconsultant appraisers. Upon approval of appraisal bundles, HDR will solicit proposals from appraisal subconsultants.

Upon receipt of appraisal proposals, HDR will review proposals and provide summary of proposals and agency appraisal costs to the City. HDR will coordinate with the City of Wheat Ridge to determine award of appraisal bundles. HDR will prepare subconsultant agreements and finalized scopes of service, issue appraisal awards to appraisal subconsultants and contract with them.

HDR will issue notice to proceed to appraisers, provide current authorized plans and legal descriptions, title commitments and sign cost estimates as identified in section 4.3. HDR will follow up on delivery of draft appraisals.

Subconsultant (appraisal companies) Deliverables:

- 52 eminent domain appraisals.

Assumptions:

- This task assumes 52 eminent domain appraisals will be needed. Estimated costs are \$6,750/appraisal, for a total of \$351,000 (52 appraisals X \$6,750/appraisal)
- This task covers the analysis and allocation of ownerships to be appraised to subconsultant appraisers. This task does not include reviewing, processing and paying subconsultants on their subconsultant contracts. That is covered in Task 1.3 above.

Task 4.4 Coordinate Appraisal Review

Subconsultant appraisers will deliver draft appraisals for review. Appraisal drafts will be delivered to the

City for review and comment, and then to CDOT Region 1 for the formal appraisal review required by the CDOT ROW Manual. This review can occur concurrently, if allowed by the City. The CDOT appraisal reviewer will prepare a fair market determination (FMV) that will be the basis for the offer to be made to the landowner. This task covers the coordination of delivery of draft appraisals for reviews and delivery of FMVs to the City, CDOT and the real estate specialist assigned to the acquisition negotiation.

Deliverables:

- FMVs for ROW acquisitions (prepared by CDOT, signed by the City).

Assumption:

- 52 appraisals will be needed. This number may change as the design advances and ROW impacts are better defined. If more than 52 appraisals are needed, additional fee will need to be negotiated.
- CDOT Region 1 will provide appraisal review of appraisals generated for the Project. There will be no charge to the project for the appraisal review. If CDOT charges the City for appraisal review, the City will pay the fee for such reviews. If CDOT does not have capacity to provide appraisal reviews and the appraisal reviews need to be provided by HDR and/or a subconsultant, a separate fee will need to be negotiated for that service.

Task 4.5 Prepare Waiver Valuations

Prepare Waiver Valuations where appropriate. The CDOT ROW Manual allows waiver valuations for acquisitions with an estimated value of \$25,000 or less where the valuation problem is non-complex. Waiver Valuations are just compensation value determinations prepared by a real estate specialist instead of having acquisition parcels appraised. It is anticipated that the just compensation amount to be offered for some acquisitions will be by waiver valuations instead of appraisals. Where waiver valuations exceed \$10,000, an authorization and appraisal release will be requested by the acquisition agent from the owner, acknowledging and releasing the City of Wheat Ridge from its obligation to provide an appraisal.

Review market sales data to determine land values to be used in waiver valuations. Prepare waiver valuations in compliance with the CDOT ROW Manual. Submit Waiver Valuations to the City for review and comment, then to CDOT for review and approval. This review can occur concurrently, if allowed by the City. Waiver valuations will be the basis for the offers made to the (waiver valuation) landowners.

Deliverables:

- 12 waiver valuations.

Assumptions:

- 12 waiver valuations will be needed. This number may change as the design advances and ROW impacts are better defined. If more than 12 waiver valuations are needed, additional fee will need to be negotiated.
- If landowners don't sign waivers, additional appraisal may be needed. If this happens additional fee will need to be negotiated.

Task 4.6 Coordinate Landowner Appraisal Review

Section 38-1-121, C.R.S. requires, for acquisitions with estimated values greater than \$5K, that landowners to be advised of their right to get an appraisal and have the governmental entity reimburse

them for the reasonable value of the appraisal if certain conditions are met. If landowners notified of this right take advantage of it and submit appraisals to the City, landowner appraisals will be delivered to the City for review and comment, and then to CDOT Region 1 for the formal appraisal review required by the CDOT ROW Manual. This review can occur concurrently, if allowed by the City. The CDOT appraisal reviewer will prepare a document summarizing its conclusion of the appraisal review (an FMV may be prepared for the landowner appraisal in some instances) and a recommendation as to whether the City should pay the fee for the landowner appraisal. HDR will then discuss this recommendation with the City so the City can decide if such payment should be made. This task covers the coordination of landowner appraisals for reviews.

Deliverables:

- CDOT appraisal review reports, possible FMVs in some instances.

Assumptions:

- Section 38-1-121, C.R.S. requires landowners to be advised of their right to get an appraisal and have the governmental entity pay for it if certain conditions are met, for acquisitions with estimated values greater than \$5K. Landowners may or may not take advantage of this right. This task assumes that 80% of the 64 landowners advised of this right will take advantage of it, so 52 landowner appraisals will be submitted for review.
- CDOT Region 1 will provide appraisal review of appraisals generated for the Project. There will be no charge to the project for the appraisal review. If CDOT charges the City for appraisal review, the City will pay the fee for such reviews. If CDOT does not have capacity to provide appraisal reviews and the appraisal reviews need to be provided by HDR and/or a subconsultant, a separate fee will need to be negotiated for that service.
- **The cost of landowner appraisals is not included in this HDR SOW and fee estimate and will be paid separately by the City.**

TASK 5: ACQUISITION NEGOTIATION

Task 5.1 Preparation and Delivery of Acquisition Documents

Prepare and send notice of interest to acquires, offer letters, summaries of just compensation, final offer letters and additional correspondence as agreed to by the City and HDR.

Deliverables:

- Notice of interest to acquires.
- Offer packets.
- Additional correspondence and documents, as needed.
- Final offers, if required.

Assumptions:

- Acquisition negotiations from 64 landowners will be needed. This number may change as the design advances and ROW impacts are better defined. If acquisitions from more than 64 landowners are needed, additional fee will need to be negotiated.

Task 5.2 Conduct Acquisition Negotiations

Negotiate consensual agreements for the acquisition of property rights based on FMVs and waiver valuations.

Deliverables:

- Signed settlement agreements.
- Justification for administrative settlements and other City required settlement forms.
- Negotiation logs.

Assumptions:

- Negotiations will be limited to three in person meetings. Negotiations result in consensual agreements. If an agreement cannot be reached on a negotiation, the matter will be discussed with the City. If the City determines that it will resolve the acquisition through condemnation, HDR will prepare and submit a condemnation packet to the City (the fee for this is in Section 6.1). This SOW and fee estimate do not include tasks and fees for participation in condemnation proceedings. If City authorizes condemnation on an acquisition and additional ROW services are needed from HDR to support the condemnation, additional SOW and fee for such services will be negotiated.

Task 5.3 File Maintenance, QA/QC Review and Submittal

One hard copy file will be maintained by HDR for each acquisition. At a minimum, the file will contain: the notice of interest to acquire, appraisal or value finding; offer letter; closing documents; typed and signed negotiation logs of contacts with owners; and the related correspondence regarding the parcel acquisition. Upon completion of each acquisition, files will be finalized, QC'd and delivered to the City. CDOT requires a hard copy and digital file. Both will be prepared and delivered to CDOT.

Deliverables:

- Up to 64 final files – hard copy and digital to the City.
- Up to 64 final files – hard copy and digital to CDOT.

TASK 6: CLOSINGS

Task 6.1 Coordinate Closings with Title Company or Prepare Condemnation Package for Attorneys

For acquisitions resolved through consensual agreements, coordinate closings with selected Subconsultant Title Company(s), including release or subordination of financial liens. If an agreement cannot be reached on an acquisition negotiation, the matter will be discussed with the City. If the City determines that it will resolve the acquisition through condemnation, submission of a condemnation packet will be a substitute for the closing coordination. This SOW and fee estimate does not include tasks and fees for participation in condemnation proceedings. If the City authorizes condemnation on an acquisition and additional ROW services are needed from HDR to support the condemnation, additional SOW and fee for such services will be negotiated.

Deliverables:

- Up to 64 closing packets and final signed and recorded agreements from closings. (Title Company may send recorded documents directly to City, if requested)

- Substitution of a condemnation packet for negotiations that cannot be resolved by a consensual agreement, which the City authorizes condemnation.

Title Subconsultant (title companies) Deliverable No. 2:

- Up to 66 closings.
- Title Insurance Policies.

Assumptions:

- Acquisition negotiations from 64 landowners will be needed. 64 closings or condemnation packets will be provided. This number may change as the design advances and ROW impacts are better defined. If more than 64 closings are needed, additional fee will need to be negotiated.
- Closings will be conducted by Subconsultant Title Companies. **The City will pay all Subconsultant Title Company's closing fees, recording fees, costs associated with lien releases, if any, and the cost of title insurance policies.** In cases where there are only temporary impacts to individual ownerships, or where the acquisition cost is minimal, HDR will close the transaction with the property owner directly upon the City's approval and HDR will invoice for recording fees directly to City.

TASK 7: RELOCATIONS

Task 7.1 Relocation Planning Study

HDR will prepare a Relocation Plan as described in Chapter 5.3 of the CDOT Right of Way Manual. At minimum, the Relocation Plan will include completion of CDOT Forms 557 and 558 and Certified Inventory forms. For residential relocations, this planning exercise will include interviewing the displaced occupants to determine unique characteristics of their situation to be considered in finding a replacement property and to determine length of occupancy and citizenship status. For business relocations, this planning exercise will include interviewing the tenant business and landowner to determine their qualifications as a displaced business, understand special circumstances that may apply and obtain a detailed inventory of real and personal property and to determine items owned by the tenant business and items owned by the landowner/landlord. Findings will be documented in Acquisition Stage Relocation Plan and Displaced Person(s) Information forms. Forms will be submitted to the City for review and comment, and then to CDOT Region 1 for the formal approval as required by the CDOT ROW Manual. This review can occur concurrently, if allowed by the City. Discuss with the City strategies for relocation based on information gathered. The Relocation Planning Study will be amended and updated to add ownerships qualified for personal property moves as they are identified.

Task 7.2 Provide 90 Day Notice, Certificate of Legal Residency, and 30 Day Notice

Provide 90 day notices to displaced occupants, advising such occupants that they have a minimum of 90 days to find and move into a replacement property. Provide Certificate of Legal Residency and verify eligibility for relocation benefits. Provide 30 day notices in time frames required by the CDOT ROW Manual and the project schedule.

Task 7.3 Prepare, Obtain Approval of and Provide Relocation Determinations

Prepare relocation determinations for displaced occupants. Work with the displacees to obtain bids for eligible moving costs and related items. Submit relocation determinations to the City for review and comment, and then to CDOT Region 1 for formal approval as required by Chapter 5 of CDOT's ROW Manual. This review can occur concurrently, if allowed by the City. (Such relocation determinations identify monetary relocation payments to be made to displaced occupants for eligible moving expenses.) Work with the displacees to submit claims for processing. Coordinate with the City issuance of checks for such approved claims. Submit payments to the displaced occupants, as conditions for payment are met and document receipt of such payments.

For residential displacees, HDR will find comparable replacement dwellings that meet the requirements for Decent Safe and Sanitary (DSS) and are Functionally Equivalent to the acquired dwelling. HDR will notify the displaced tenant occupant of the comparables for their consideration. The comparables will also be used in determining the Replacement Housing Payment for which the displaced tenant occupant will be eligible. HDR will work with the City and CDOT to determine the Replacement Housing amount and will work with the displacee to relocate and submit a claims to request reimbursement for the Relocation Housing Payment.

HDR will work with the City and CDOT to determine actual, reasonable and necessary business reestablishment reimbursement requests from the displaced businesses and will work with the businesses to submit claims to request reimbursement of approved claims.

Task 7.4 Advisory Services

HDR will provide advisory services, as described in Chapter 5 of CDOT's Right of Way Manual to the displaced residential and business occupants throughout the relocation process. HDR will advise the displaced tenant and displaced rental business of eligible reimbursement expenses related to moving activities and business reestablishment. HDR will also provide assistance with finding potential replacement properties, advising the displacees of eligible and ineligible items under the relocation program, and performing a DSS inspection for the residential replacement property.

Task 7.5 File Maintenance, QA/QC Review and Submittal

One hard copy file will be maintained by HDR for each relocation. At a minimum, the file will contain: the 90-Day Notice and signed Residency form, signed determination; signed claim form; typed and signed negotiation logs of contacts with owners and displaced occupants; and the related correspondence regarding the parcel relocation efforts. Upon completion of each relocation, the file will be finalized, QC'd and delivered to the City and CDOT.

Deliverables:

- Acquisition Stage Relocation Plan and Displaced Person(s) Information forms, including inventory forms itemizing real and personal property as it belongs to either the tenant or landowner.
- 90 Day Notice, Certificate of Legal Residency and 30 Day Notice to displaced occupants.
- Relocation determinations for monetary benefits for such displaced occupants.
- Relocation negotiation logs
- 13 final relocation files – 1 hard copy and 1 electronic copy each to the City.
- 13 final relocation files – 1 hard copy and 1 electronic copy each to CDOT.

Assumptions:

- There will be two (2) business relocations, one (1) residential tenant relocation, and 10 personal property moves under \$3,000.
- Relocation will be conducted in compliance with the relocation requirements of the CDOT ROW Manual.

- END OF SCOPE OF WORK TASKS -

CONDEMNATIONS

Support for Condemnation Actions

If condemnations are filed, HDR may be requested to provide services to support the condemnation, including testimony at depositions and hearings, participation in litigation preparation and strategy meetings, participation in mediations or other alternative dispute resolution efforts, and preparation of exhibits and trial exhibits. No fee proposal is included for this task, because it is difficult to predict how many condemnations will be filed. If condemnations are filed and HDR is requested to provide support services for such condemnations, a separate fee will need to be negotiated for such services.

Assumptions:

- Aside from the possible fees for HDR condemnation support services described herein, the City will be responsible for all other costs of condemnations, including court filing fees, attorney's fees and court costs.

ROW PROJECT SCHEDULE

The specific ROW Project Schedule will be developed between HDR and the City. An anticipated general ROW schedule is included below. Significant deviation from this schedule for circumstances unrelated to HDR's activities may require an amendment to this Scope of Work and fee. This Scope of Work assumes that most ROW activities will be completed by January 2020, and remaining ROW activities will be completed no later than January 2021. ROW Services required past this date may require an amendment to this Scope of Work and additional fee to finalize outstanding ROW items.

Right-of-Way



PROJECT COST WORKSHEET (COST PLUS FIXED FEE)

Project Number	
Location	
Firm Name	HDR Engineering, Inc.
Name of Preparer	Greg Jamieson
Scope of Work Date	11/28/2018
Type of Proposal:	COST PLUS FIXED FEE
	Contract Term: Two Years

1A. LABOR RATES		DIRECT SALARY COST/HOUR (a)	INDIRECT COST (%) (b)	MULTIPLIER (c)	LABOR RATE \$/HOUR (d)
EMPLOYEE NAME	EMPLOYEE CLASSIFICATION				
Office Personnel					
Begier, Erin	Right-of-Way Specialist	\$ 41.32	148.91	2.4891	\$ 102.85
Berry, Alison S	Contract Administrator	\$ 30.00	148.91	2.4891	\$ 74.67
Borders, Amy M	Planner I	\$ 35.83	148.91	2.4891	\$ 89.18
Gerondale, Lisa R	Project Manager II	\$ 51.75	148.91	2.4891	\$ 128.81
Jamieson, Gregory A	Project Manager IV	\$ 72.21	148.91	2.4891	\$ 179.74
Kelly, Kathleen T	Financial Analyst	\$ 37.64	148.91	2.4891	\$ 93.69
Lopez, Claudia (Claudia)	Planner I	\$ 24.75	148.91	2.4891	\$ 61.61
Pietri, Carlos A	Planner I	\$ 30.50	148.91	2.4891	\$ 75.92
Vallard, Konrad Wayne	Right-of-Way Specialist	\$ 42.37	148.91	2.4891	\$ 105.46

1B. LABOR COSTS		LABOR RATE \$/ HOUR (d)	ESTIMATED NUMBER OF WORK HOURS (e)	ESTIMATED COST PER EMPLOYEE
EMPLOYEE NAME	EMPLOYEE CLASSIFICATION			
Office Personnel				
Begier, Erin	Right-of-Way Specialist	\$ 102.85	102.00	\$ 10,490.70
Berry, Alison S	Contract Administrator	\$ 74.67	4.00	\$ 298.68
Borders, Amy M	Planner I	\$ 89.18	82.00	\$ 7,312.76
Gerondale, Lisa R	Project Manager II	\$ 128.81	361.00	\$ 46,500.41
Jamieson, Gregory A	Project Manager IV	\$ 179.74	365.00	\$ 65,605.10
Kelly, Kathleen T	Financial Analyst	\$ 93.69	100.00	\$ 9,369.00
Lopez, Claudia (Claudia)	Planner I	\$ 61.61	1846.00	\$ 113,732.06
Pietri, Carlos A	Planner I	\$ 75.92	1967.00	\$ 149,334.64
Vallard, Konrad Wayne	Right-of-Way Specialist	\$ 105.46	488.00	\$ 51,464.48
			5315.00	

TOTAL LABOR \$ 454,107.83
FIXED FEE \$ 59,034.02

2. FEE 13.00%
FCCM - Office 0.3980%
FCCM - Field 0.2614%

TOTAL \$ 513,141.85

3A. OTHER DIRECT COST RATES (IN-HOUSE)*:		ESTIMATED UNITS	UNIT RATES	ESTIMATED COST
ITEM				
Mileage		1041	\$ 0.490	\$ 510.09
*Prior Approval from CDOT Project Manager required			SUBTOTAL	\$ 510.09

3B. OTHER DIRECT COSTS (OUTSIDE)*:		ESTIMATED UNITS	UNIT RATES	ESTIMATED COST
ITEM				
Overnight/Curriers			Actual Cost	\$ -
Outside Reproduction			Actual Cost	\$ 250.00
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	\$ -
*Prior Approval from CDOT Project Manager required			SUBTOTAL	\$ 250.00
			ODC TOTAL	\$ 760.09

4A. OUTSIDE SERVICES RATES (SUBCONSULTANTS)		ESTIMATED COST
Title Companies		\$ 26,400.00
Lund		\$ 317,457.06
Sign Company		\$ 15,000.00
Appraisers		\$ 351,000.00

4B. OUTSIDE SERVICES (VENDORS)*:		ESTIMATED COST
FIRM NAME		
		\$ -

*Prior Approval from CDOT Project Manager required

TOTAL OUTSIDE SERVICES \$ 709,857.06
TOTAL HDR SERVICES \$ 513,901.94
TOTAL ESTIMATED COST \$ 1,223,759.00

I am a representative of HDR Engineering, Inc., duly authorized to contractually bind the firm. My signature below constitutes formal agreement (without further

R. Bradley Martin, Sr. Vice President
TYPED NAME

SIGNATURE

DATE

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 (Wadsworth). In 2015, they produced a Planning and Environmental Linkages (PEL) study for the portion of Wadsworth Boulevard from West 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 intergovernmental agreement (IGA) with CDOT outlining the framework for reconstruction of Wadsworth. A major part of the project is to reconstruct Wadsworth to a 6-lane section, provide better multimodal facilities, and provide enhanced amenity zones along the corridor (Project). A template Environmental Assessment (EA) is in process. Conceptual level design of the Project has been completed. Preliminary design has begun. Final design, 100% Advertisement Plans, Specifications & Estimate (PS&E) for the project advertisement, bidding assistance and Design Services During Construction (DSDC) will follow.

Significant right of way (ROW) acquisition and relocation is needed for the project. Initial estimates indicate that ROW acquisition will be needed from 64 ownerships. Eight (8) of these are identified as full acquisitions in the draft EA, however only three (3) of the eight (8) are definitely full acquisitions. **This scope of work assumes all eight of the full acquisitions remain as full acquisitions.** Sixteen (16) businesses will be displaced by the full acquisitions (one full acquisition is not improved or occupied) and one resident will be displaced by one of the partial acquisitions. This scope of work assumes sixteen business relocations, one residential relocation, and ten (10) personal property only relocations. This scope of work is for HDR and its subconsultants (ROW Team) to define, value and purchase the ROW needed for the Project and the relocate the businesses, resident and personal property displaced by some of the acquisitions.

The ROW Team will provide the work described in this document.

PROJECT GOALS

The goals of the ROW acquisition for the Project are to timely acquire the ROW needed for the project and conduct required relocations to support the preconstruction schedule while providing considerate treatment to affected property owners and displaced occupants.

PROJECT LIMITS

Wadsworth from 35th Ave to I-70 interchange

WORK DURATION

The primary time period for the work is estimated to begin in January 2019 and end by a ROW clearance in January 2020. An additional time period from January 2020 may be needed to resolve acquisitions through condemnation, if needed. The estimated time period for the extension is through January 2021.

ROW TEAM RESPONSIBILITIES AND DUTIES

- Preparation and Approval of ROW Plans
- Valuation of ROW Parcels

- Acquisition Negotiation for ROW Parcels
- Relocation of Displaced Persons, Businesses and Personal Property

WORK PRODUCT

- ROW Schedule
- ROW Budget
- ROW Project Coordination with City, and CDOT as needed
- Meeting Minutes
- Right of Way Plans
- Appraisals, Waiver Valuations, Fair Market Value Determinations
- Acquisition Files, Including Offer Packets, Agreements, Conveyance Deeds, Easement Agreements, Negotiation Logs
- Relocation Files, Including Relocation Planning Studies, 90-Day and 30-Day Notices, Relocation Determinations, Relocation Claims and Relocation Negotiation Logs
- Condemnation Request Packages (If needed)

Requirements are further described in the sections that follow.

TABLE OF CONTENTS

This scope of work will consist of the following seven tasks:

1. ROW Project Management, Meetings and Coordination.
2. Title Services - Obtain title commitments from a subconsultant title company, which will be used to identify liens and encumbrances for the parcels to be acquired for the preparation of ROW plans and legal descriptions for the ROW parcels.
3. ROW Plans - Subconsultant professional land surveying company (PLS) to prepare ROW plans and legal descriptions for the ROW parcels.
4. Valuation - Subconsultant appraisers will prepare appraisals for the ROW parcels. Such appraisals will be reviewed by the Colorado Department of Transportation (CDOT). Waiver Valuations will be prepared for ROW parcels that qualify for this valuation method.
5. Acquisition Negotiation – negotiations with landowners to acquire the ROW parcels.
6. Closings – a subconsultant title company will conduct closings for acquisitions with consensual agreements.
7. Relocation – relocate displaced residences, businesses and personal property

Note: No tasks and fees are included in this scope of work and fee proposal to cover property management of properties acquired. If the City requests HDR to assist with securing

improvements on acquired property and demolishing such improvements, a separate task order will be needed to cover such tasks.

TASK 1: ROW PROJECT MANAGEMENT, MEETINGS AND COORDINATION

Task 1.1 Project Records Set Up

Set up internal project recordkeeping, parcel files and external tracking sheets.

Task 1.2 Subconsultant Management

This task covers the negotiation and management of contracts with Lund Partnership for ROW plans, a subconsultant sign company for sign cost estimates, and the subconsultant title companies for title and closing. It does not cover negotiation and management of contracts with subconsultant appraisers. That task is included in in Section 4.3 below.

Task 1.3 Invoicing

Prepare, review and provide to City monthly invoices. This task includes reviewing, processing and paying subconsultants on their subconsultant contracts including invoicing and paying appraisal subconsultants.

Deliverables:

- 24 monthly invoices

Task 1.4 ROW Kickoff Meetings

The ROW Team will conduct a ROW kickoff meeting with the City and a separate ROW kickoff meeting with the City and CDOT. An initial ROW Project schedule and budget will be prepared and discussed at these meetings. ROW forms to be used will be identified at these meetings. City and CDOT approvals and approvers will be identified at these meetings.

Following the kickoff meetings, HDR will compile and send out minutes for the meetings.

Deliverables:

- One ROW project schedule
- One ROW project budget
- Two meeting agendas
- Preparation of minutes from two meetings

Task 1.5 Early Acquisitions, Incentive Programs and Meetings re: the Same

Early Acquisitions – HDR will conduct two meetings with the City (CDOT can be included, if needed) to determine if any full acquisitions identified in the draft Environmental Assessment (EA) can be converted to partial acquisitions. After such decisions are made, HDR will prepare and submit to the City and CDOT written requests for approval to start on such early acquisitions.

Incentive Program – At the same two meetings described above, HDR will discuss the parameters for an acquisition and relocation incentive program for the Project. After decisions are made on proposed incentive programs, HDR will prepare and submit to the City and CDOT written requests for approval of the incentive programs. Project schedule and budget will be prepared and discussed at these meetings. ROW forms to be used will be identified at these meetings. City and CDOT approvals and approvers will be identified at these meetings.

Following the meetings, HDR will compile and send out minutes of the meetings.

Deliverables:

- Two meeting agendas
- Preparation of minutes from two meetings
- Written request for approval of early acquisitions
- Written request for approval of incentive programs

Task 1.6 External Project Coordination Meetings

HDR and the City (and CDOT, if needed) will meet as required (typically two meetings per month for the first year of the contract) to monitor progress on the ROW process, discuss issues and obtain required City decisions. Discussion items may include, modifications to the schedule and budget, progress on ROW phases (ROW plans, valuation, acquisition negotiation, relocation and condemnation), review of acquisition and relocation tracking sheets, responses to counteroffers, strategies for challenging negotiations, relocations and responses other issues and problem solving.

Following the coordination meetings, HDR will compile and send out minutes of the meeting.

Deliverables:

- 24 Meeting agendas
- Preparation of minutes from 24 meetings
- Updated ROW schedule, as needed
- Updated ROW budget, as needed
- Acquisition tracking sheets, updated as needed
- Relocation tracking sheets, updated as needed

Task 1.7 Internal Coordination

This task is for HDR's tasks associated with managing the project. This task includes the ROW Team's internal coordination with the environmental and design teams, internal ROW Team meetings, updating acquisition and relocation tracking sheets, updating the ROW Project schedule and budget, as needed.

TASK 2: TITLE COMMITMENTS

Task 2.1 Coordinate, Order and Distribute Title Commitments

Work with the City and Lund Survey to identify title commitments needed. Order title commitments from selected Title Company(s) and distribute accordingly. HDR will work with the City to determine if it is necessary to order title commitments from multiple title companies. Request title commitment updates as needed.

Task 2.2 Review Title Commitments

Review title commitments for financial liens and other encumbrances relevant to the acquisitions.

Title Subconsultant(s) Deliverable No. 1:

- 66 title commitments from selected subconsultant title companies.

Assumptions:

- 66 title commitments will be needed. The assumed cost is \$99,000 (\$1,100/commitment + updates X 66 commitments + \$26,400 for cost overruns and updates). \$72,600 of this fee will be under a separate early action administrative approval contract. The remaining \$26,400 of this fee

is included fee in this scope of work and the associated fee proposal. This number may change as the design advances and ROW impacts are better defined. If more than 66 title commitments are needed, additional fee will need to be negotiated.

- O&E reports may be substituted for commitments where only temporary impacts are anticipated as agreed to by City.
- Up to four updates per title commitment, as needed.

TASK 3: ROW PLANS

Task 3.1 ROW Plans and Legal Descriptions for Early Acquisition Parcels

HDR coordination with Professional Land Surveying (PLS) subconsultant, Lund Partnership (Lund) to prepare streamlined ROW plans for Advanced Acquisition Parcels (AP Parcels) as allowed by the CDOT ROW Manual. Prepare documents required for submittal of formal request to CDOT for approval of AP Parcels.

Subconsultant PLS (Lund) Deliverable No. 1 – AP Parcels ROW Plans

- Streamlined AP Parcels ROW plans.

Assumptions:

- AP Parcels will be prepared for eight (8) full acquisitions as early acquisitions.

Task 3.2 Coordinate with Design Team and Lund on ROW Parcels

Coordinate with the Project Design Team and Professional Land Surveying (PLS) subconsultant, Lund Partnership (Lund), to make design decisions relevant to ROW parcel configuration and to determine size, shape, location and type of parcels to be acquired. Coordinate with CDOT, if needed. Make decisions on full vs. partial acquisitions.

Task 3.3 Right of Way Plan Review (ROWPR)

Review draft ROW plan set. Schedule and facilitate a ROWPR. Include City personnel, Project environmental and design team personnel, CDOT PM, ROW and others, as needed.

Task 3.4 ROW Plans Approval

After changes from the ROWPR have been made, reviewed and approved, prepare documents required for submittal of formal request to CDOT for ROW Plan approval. Coordinate with CDOT and respond to questions to obtain approval.

Task 3.5 Modifications to ROW Plans

Modifications to ROW plans are sometimes necessary after approval as a result of changes in ownerships and changes in parcel configuration. This task covers coordination and approval of such modifications, if any.

Subconsultant PLS (Lund) Deliverable No. 2 – ROW Plans

- A full set of ROW Plans for ROW parcels needed for the Project prepared in compliance with the CDOT ROW Manual.

Subconsultant PLS Deliverable No. 3 – Legal Descriptions

- Legal descriptions for ROW parcels needed for the Project prepared in compliance with the CDOT ROW Manual.

Assumptions:

- Lund will need to do some field survey to obtain information needed for preparation of the ROW plans.
- The initial estimate is that there will be ROW parcels from 64 ownerships in the ROW plans, and 145 legal descriptions delivered. These numbers may change as the design advances and ROW impacts are better defined. If more than 64 ownerships and 145 legal descriptions are required, additional fee will need to be negotiated.

TASK 4: PARCEL VALUATIONS

Task 4.1 Research and Planning

Evaluate preliminary impacts and cost with respect to appraisals. Conduct field inspection to verify property impacts and characteristics including outdoor advertising signs, significant property improvement impacts, potential damages including parking and field verify characteristics of potential total acquisition appraisals. Develop inventory by ownership of key impacted improvements and potential damages or action items.

Deliverables:

- Spreadsheet of property ownerships with inventory of preliminary property impacts to address project action items.

Task 4.2 Sign Cost Estimates and Sign Consulting

Prior to issuing notices to proceed for subconsultant appraisers as set forth in Task 4.3 below, HDR will contract and coordinate with a sign company subconsultant for sign cost estimates for outdoor advertising and private directional signs impacted by the project. Estimates will include, replacement cost new and relocation cost estimate.

HDR will coordinate inspections, preparation, format and review of the estimates with the sign company. HDR will provide a quality control review of sign estimates, which upon completion will be distributed to the City of Wheat Ridge, CDOT appraisal review. Upon their review the estimates will be distributed to

the assigned agency appraisers and acquisition agent for distribution to land owners should they choose to provide it to their appraisers.

Information on signs will be promptly delivered to the City for its review. HDR will consult with the City for the appropriate approach to be taken on sign relocations generally and on how to handle certain case specific sign situations.

Subconsultant (sign company) Deliverables:

- Up to of 40 sign cost estimates

Assumptions

- Not to exceed 40 sign cost estimates at \$375 / estimate (\$15,000).
- Signs will be classified as real property.
- City will provide sign policy.

Task 4.3 Appraisal Planning and Management Delivery of Subconsultant Appraisals

This Task is to coordination efforts to plan and retain qualified subconsultant appraisal firms to deliver agency appraisals. Appraisals will be prepared in compliance with generally accepted standards of appraisal practice, the URA and CDOT policies and procedures.

HDR will utilize property data and information from field inspections (Task 4.1) to bundle appraisals into groups based on acquisition priority, property characteristics and potential damages. HDR will review proposed bundles with City of Wheat Ridge for allocation of appraisal bundles to subconsultant appraisers. Upon approval of appraisal bundles, HDR will solicit proposals from appraisal subconsultants.

Upon receipt of appraisal proposals, HDR will review proposals and provide summary of proposals and agency appraisal costs to the City. HDR will coordinate with the City of Wheat Ridge to determine award of appraisal bundles. HDR will prepare subconsultant agreements and finalized scopes of service, issue appraisal awards to appraisal subconsultants and contract with them.

HDR will issue notice to proceed to appraisers, provide current authorized plans and legal descriptions, title commitments and sign cost estimates as identified in section 4.3. HDR will follow up on delivery of draft appraisals.

Subconsultant (appraisal companies) Deliverables:

- 52 eminent domain appraisals.

Assumptions:

- This task assumes 52 eminent domain appraisals will be needed. Estimated costs are \$6,750/appraisal, for a total of \$351,000 (52 appraisals X \$6,750/appraisal)
- This task covers the analysis and allocation of ownerships to be appraised to subconsultant appraisers. This task does not include reviewing, processing and paying subconsultants on their subconsultant contracts. That is covered in Task 1.3 above.

Task 4.4 Coordinate Appraisal Review

Subconsultant appraisers will deliver draft appraisals for review. Appraisal drafts will be delivered to the

City for review and comment, and then to CDOT Region 1 for the formal appraisal review required by the CDOT ROW Manual. This review can occur concurrently, if allowed by the City. The CDOT appraisal reviewer will prepare a fair market determination (FMV) that will be the basis for the offer to be made to the landowner. This task covers the coordination of delivery of draft appraisals for reviews and delivery of FMVs to the City, CDOT and the real estate specialist assigned to the acquisition negotiation.

Deliverables:

- FMVs for ROW acquisitions (prepared by CDOT, signed by the City).

Assumption:

- 52 appraisals will be needed. This number may change as the design advances and ROW impacts are better defined. If more than 52 appraisals are needed, additional fee will need to be negotiated.
- CDOT Region 1 will provide appraisal review of appraisals generated for the Project. There will be no charge to the project for the appraisal review. If CDOT charges the City for appraisal review, the City will pay the fee for such reviews. If CDOT does not have capacity to provide appraisal reviews and the appraisal reviews need to be provided by HDR and/or a subconsultant, a separate fee will need to be negotiated for that service.

Task 4.5 Prepare Waiver Valuations

Prepare Waiver Valuations where appropriate. The CDOT ROW Manual allows waiver valuations for acquisitions with an estimated value of \$25,000 or less where the valuation problem is non-complex. Waiver Valuations are just compensation value determinations prepared by a real estate specialist instead of having acquisition parcels appraised. It is anticipated that the just compensation amount to be offered for some acquisitions will be by waiver valuations instead of appraisals. Where waiver valuations exceed \$10,000, an authorization and appraisal release will be requested by the acquisition agent from the owner, acknowledging and releasing the City of Wheat Ridge from its obligation to provide an appraisal.

Review market sales data to determine land values to be used in waiver valuations. Prepare waiver valuations in compliance with the CDOT ROW Manual. Submit Waiver Valuations to the City for review and comment, then to CDOT for review and approval. This review can occur concurrently, if allowed by the City. Waiver valuations will be the basis for the offers made to the (waiver valuation) landowners.

Deliverables:

- 12 waiver valuations.

Assumptions:

- 12 waiver valuations will be needed. This number may change as the design advances and ROW impacts are better defined. If more than 12 waiver valuations are needed, additional fee will need to be negotiated.
- If landowners don't sign waivers, additional appraisal may be needed. If this happens additional fee will need to be negotiated.

Task 4.6 Coordinate Landowner Appraisal Review

Section 38-1-121, C.R.S. requires, for acquisitions with estimated values greater than \$5K, that landowners be advised of their right to get an appraisal and have the governmental entity reimburse

them for the reasonable value of the appraisal if certain conditions are met. If landowners notified of this right take advantage of it and submit appraisals to the City, landowner appraisals will be delivered to the City for review and comment, and then to CDOT Region 1 for the formal appraisal review required by the CDOT ROW Manual. This review can occur concurrently, if allowed by the City. The CDOT appraisal reviewer will prepare a document summarizing its conclusion of the appraisal review (an FMV may be prepared for the landowner appraisal in some instances) and a recommendation as to whether the City should pay the fee for the landowner appraisal. HDR will then discuss this recommendation with the City so the City can decide if such payment should be made. This task covers the coordination of landowner appraisals for reviews.

Deliverables:

- CDOT appraisal review reports, possible FMVs in some instances.

Assumptions:

- Section 38-1-121, C.R.S. requires landowners to be advised of their right to get an appraisal and have the governmental entity pay for it if certain conditions are met, for acquisitions with estimated values greater than \$5K. Landowners may or may not take advantage of this right. This task assumes that 80% of the 64 landowners advised of this right will take advantage of it, so 52 landowner appraisals will be submitted for review.
- CDOT Region 1 will provide appraisal review of appraisals generated for the Project. There will be no charge to the project for the appraisal review. If CDOT charges the City for appraisal review, the City will pay the fee for such reviews. If CDOT does not have capacity to provide appraisal reviews and the appraisal reviews need to be provided by HDR and/or a subconsultant, a separate fee will need to be negotiated for that service.
- **The cost of landowner appraisals is not included in this HDR SOW and fee estimate and will be paid separately by the City.**

TASK 5: ACQUISITION NEGOTIATION

Task 5.1 Preparation and Delivery of Acquisition Documents

Prepare and send notice of interest to acquires, offer letters, summaries of just compensation, final offer letters and additional correspondence as agreed to by the City and HDR.

Deliverables:

- Notice of interest to acquires.
- Offer packets.
- Additional correspondence and documents, as needed.
- Final offers, if required.

Assumptions:

- Acquisition negotiations from 64 landowners will be needed. This number may change as the design advances and ROW impacts are better defined. If acquisitions from more than 64 landowners are needed, additional fee will need to be negotiated.

Task 5.2 Conduct Acquisition Negotiations

Negotiate consensual agreements for the acquisition of property rights based on FMVs and waiver valuations.

Deliverables:

- Signed settlement agreements.
- Justification for administrative settlements and other City required settlement forms.
- Negotiation logs.

Assumptions:

- Negotiations will be limited to three in person meetings. Negotiations result in consensual agreements. If an agreement cannot be reached on a negotiation, the matter will be discussed with the City. If the City determines that it will resolve the acquisition through condemnation, HDR will prepare and submit a condemnation packet to the City (the fee for this is in Section 6.1). This SOW and fee estimate do not include tasks and fees for participation in condemnation proceedings. If City authorizes condemnation on an acquisition and additional ROW services are needed from HDR to support the condemnation, additional SOW and fee for such services will be negotiated.

Task 5.3 File Maintenance, QA/QC Review and Submittal

One hard copy file will be maintained by HDR for each acquisition. At a minimum, the file will contain: the notice of interest to acquire, appraisal or value finding; offer letter; closing documents; typed and signed negotiation logs of contacts with owners; and the related correspondence regarding the parcel acquisition. Upon completion of each acquisition, files will be finalized, QC'd and delivered to the City. CDOT requires a hard copy and digital file. Both will be prepared and delivered to CDOT.

Deliverables:

- Up to 64 final files – hard copy and digital to the City.
- Up to 64 final files – hard copy and digital to CDOT.

TASK 6: CLOSINGS

Task 6.1 Coordinate Closings with Title Company or Prepare Condemnation Package for Attorneys

For acquisitions resolved through consensual agreements, coordinate closings with selected Subconsultant Title Company(s), including release or subordination of financial liens. If an agreement cannot be reached on an acquisition negotiation, the matter will be discussed with the City. If the City determines that it will resolve the acquisition through condemnation, submission of a condemnation packet will be a substitute for the closing coordination. This SOW and fee estimate does not include tasks and fees for participation in condemnation proceedings. If the City authorizes condemnation on an acquisition and additional ROW services are needed from HDR to support the condemnation, additional SOW and fee for such services will be negotiated.

Deliverables:

- Up to 64 closing packets and final signed and recorded agreements from closings. (Title Company may send recorded documents directly to City, if requested)

- Substitution of a condemnation packet for negotiations that cannot be resolved by a consensual agreement, which the City authorizes condemnation.

Title Subconsultant (title companies) Deliverable No. 2:

- Up to 66 closings.
- Title Insurance Policies.

Assumptions:

- Acquisition negotiations from 64 landowners will be needed. 64 closings or condemnation packets will be provided. This number may change as the design advances and ROW impacts are better defined. If more than 64 closings are needed, additional fee will need to be negotiated.
- Closings will be conducted by Subconsultant Title Companies. **The City will pay all Subconsultant Title Company's closing fees, recording fees, costs associated with lien releases, if any, and the cost of title insurance policies.** In cases where there are only temporary impacts to individual ownerships, or where the acquisition cost is minimal, HDR will close the transaction with the property owner directly upon the City's approval and HDR will invoice for recording fees directly to City.

TASK 7: RELOCATIONS – FOR THREE (3) OBVIOUS FULL ACQUISITIONS

Task 7 is for the relocations arising from the three (3) obvious full acquisitions. The displaced occupants from these three (3) obvious full acquisitions and other partial acquisitions result in two (2) business relocations, one (1) residential tenant relocation, and 10 personal property moves.

Task 7.1 Relocation Planning Study

HDR will prepare a Relocation Plan as described in Chapter 5.3 of the CDOT Right of Way Manual. At minimum, the Relocation Plan will include completion of CDOT Forms 557 and 558 and Certified Inventory forms. For residential relocations, this planning exercise will include interviewing the displaced occupants to determine unique characteristics of their situation to be considered in finding a replacement property and to determine length of occupancy and citizenship status. For business relocations, this planning exercise will include interviewing the tenant business and landowner to determine their qualifications as a displaced business, understand special circumstances that may apply and obtain a detailed inventory of real and personal property and to determine items owned by the tenant business and items owned by the landowner/landlord. Findings will be documented in Acquisition Stage Relocation Plan and Displaced Person(s) Information forms. Forms will be submitted to the City for review and comment, and then to CDOT Region 1 for the formal approval as required by the CDOT ROW Manual. This review can occur concurrently, if allowed by the City. Discuss with the City strategies for relocation based on information gathered. The Relocation Planning Study will be amended and updated to add ownerships qualified for personal property moves as they are identified.

Task 7.2 Provide 90 Day Notice, Certificate of Legal Residency, and 30 Day Notice

Provide 90 day notices to displaced occupants, advising such occupants that they have a minimum of 90 days to find and move into a replacement property. Provide Certificate of Legal Residency and verify eligibility for relocation benefits. Provide 30 day notices in time frames required by the CDOT ROW Manual and the project schedule.

Task 7.3 Prepare, Obtain Approval of and Provide Relocation Determinations

Prepare relocation determinations for displaced occupants. Work with the displacees to obtain bids for eligible moving costs and related items. Submit relocation determinations to the City for review and comment, and then to CDOT Region 1 for formal approval as required by Chapter 5 of CDOT's ROW Manual. This review can occur concurrently, if allowed by the City. (Such relocation determinations identify monetary relocation payments to be made to displaced occupants for eligible moving expenses.) Work with the displacees to submit claims for processing. Coordinate with the City issuance of checks for such approved claims. Submit payments to the displaced occupants, as conditions for payment are met and document receipt of such payments.

For residential displacees, HDR will find comparable replacement dwellings that meet the requirements for Decent Safe and Sanitary (DSS) and are Functionally Equivalent to the acquired dwelling. HDR will notify the displaced tenant occupant of the comparables for their consideration. The comparables will also be used in determining the Replacement Housing Payment for which the displaced tenant occupant will be eligible. HDR will work with the City and CDOT to determine the Replacement Housing amount and will work with the displacee to relocate and submit a claims to request reimbursement for the Relocation Housing Payment.

HDR will work with the City and CDOT to determine actual, reasonable and necessary business reestablishment reimbursement requests from the displaced businesses and will work with the businesses to submit claims to request reimbursement of approved claims.

Task 7.4 Advisory Services

HDR will provide advisory services, as described in Chapter 5 of CDOT's Right of Way Manual to the displaced residential and business occupants throughout the relocation process. HDR will advise the displaced tenant and displaced rental business of eligible reimbursement expenses related to moving activities and business reestablishment. HDR will also provide assistance with finding potential replacement properties, advising the displacees of eligible and ineligible items under the relocation program, and performing a DSS inspection for the residential replacement property.

Task 7.5 File Maintenance, QA/QC Review and Submittal

One hard copy file will be maintained by HDR for each relocation. At a minimum, the file will contain: the 90-Day Notice and signed Residency form, signed determination; signed claim form; typed and signed negotiation logs of contacts with owners and displaced occupants; and the related correspondence regarding the parcel relocation efforts. Upon completion of each relocation, the file will be finalized, QC'd and delivered to the City and CDOT.

Deliverables:

- Acquisition Stage Relocation Plan and Displaced Person(s) Information forms, including inventory forms itemizing real and personal property as it belongs to either the tenant or landowner.
- 90 Day Notice, Certificate of Legal Residency and 30 Day Notice to displaced occupants.
- Relocation determinations for monetary benefits for such displaced occupants.
- Relocation negotiation logs
- 13 final relocation files – 1 hard copy and 1 electronic copy each to the City.
- 13 final relocation files – 1 hard copy and 1 electronic copy each to CDOT.

Assumptions:

- There will be two (2) business relocations, one (1) residential tenant relocation, and 10 personal property moves under \$3,000.

- Relocation will be conducted in compliance with the relocation requirements of the CDOT ROW Manual.

TASK 8: RELOCATIONS FOR ADDITIONAL FIVE (5) FULL ACQUISITIONS

Task 8 is for the relocations arising from the five (5) full acquisitions to be considered as candidates for partial acquisitions, but assuming all five (5) are determined to be full acquisitions. The displaced occupants from these five full acquisitions result in fourteen (14) business relocations.

Task 8.1 Supplemental Relocation Planning Study

A supplement to the Relocation Planning Study discussed in Task 7.1, above, will be prepared to include additional business relocations following ROW plan authorization. The Supplemental Relocation Planning Study will follow the same process outlined in Task 7.1, above.

Task 8.2 Provide 90 Day Notice, Certificate of Legal Residency, and 30 Day Notice

Provide 90 day notices to additional displaced occupants, advising such occupants that they have a minimum of 90 days to find and move into a replacement property. Provide Certificate of Legal Residency and verify eligibility for relocation benefits. Provide 30 day notices in time frames required by the CDOT ROW Manual and the project schedule.

Task 8.3 Prepare, Obtain Approval of and Provide Relocation Determinations

Prepare relocation determinations for additional displaced occupants. Work with the displacees to obtain bids for eligible moving costs and related items. Submit relocation determinations to the City for review and comment, and then to CDOT Region 1 for formal approval as required by Chapter 5 of CDOT's ROW Manual, similar to Task 7.3, above. Work with the displacees to submit claims for processing. Coordinate with the City issuance of checks for such approved claims. Submit payments to the displaced occupants, as conditions for payment are met and document receipt of such payments.

HDR will work with the City and CDOT to determine actual, reasonable and necessary business reestablishment reimbursement requests from the displaced businesses and will work with the businesses to submit claims to request reimbursement of approved items.

Task 8.4 Advisory Services

HDR will provide advisory services, as described in Chapter 5 of CDOT's Right of Way Manual to additional displaced business occupants throughout the relocation process. HDR will advise the displacees of eligible reimbursement expenses related to moving activities and business reestablishment. HDR will also provide assistance with finding potential replacement properties and advising the displacee of eligible and ineligible items under the relocation program.

Task 8.5 File Maintenance, QA/QC Review and Submittal

One hard copy file will be maintained by HDR for each additional relocation. At a minimum, the file will contain: the 90-Day Notice and signed Residency form, signed determination; signed claim form; typed and signed negotiation logs of contacts with owners and displaced occupants; and the related correspondence regarding the parcel relocation efforts. Upon completion of each relocation, the file will be finalized, QC'd and delivered to the City and CDOT.

Deliverables:

- Supplemental Acquisition Stage Relocation Plan and Displaced Person(s) Information forms, including inventory forms itemizing real and personal property as it belongs to either the tenant or landowner.
- 90 Day Notice, Certificate of Legal Residency and 30 Day Notice to additional displaced occupants.

- Relocation determinations for monetary benefits for such displaced occupants.
- Relocation negotiation logs
- 14 final relocation files – 1 hard copy and 1 electronic copy each to the City.
- 14 final relocation files – 1 hard copy and 1 electronic copy each to CDOT.

Assumptions:

- There will be fourteen (14) additional business relocations.
- Relocation will be conducted in compliance with the relocation requirements of the CDOT ROW Manual.

- END OF SCOPE OF WORK TASKS -

CONDEMNATIONS

Support for Condemnation Actions

If condemnations are filed, HDR may be requested to provide services to support the condemnation, including testimony at depositions and hearings, participation in litigation preparation and strategy meetings, participation in mediations or other alternative dispute resolution efforts, and preparation of exhibits and trial exhibits. No fee proposal is included for this task, because it is difficult to predict how many condemnations will be filed. If condemnations are filed and HDR is requested to provide support services for such condemnations, a separate fee will need to be negotiated for such services.

Assumptions:

- Aside from the possible fees for HDR condemnation support services described herein, the City will be responsible for all other costs of condemnations, including court filing fees, attorney's fees and court costs.

ROW PROJECT SCHEDULE

The specific ROW Project Schedule will be developed between HDR and the City. An anticipated general ROW schedule is included below. Significant deviation from this schedule for circumstances unrelated to HDR's activities may require an amendment to this Scope of Work and fee. This Scope of Work assumes that most ROW activities will be completed by January 2020, and remaining ROW activities will be completed no later than January 2021. ROW Services required past this date may require an amendment to this Scope of Work and additional fee to finalize outstanding ROW items.

Right-of-Way



PROJECT COST WORKSHEET (COST PLUS FIXED FEE)

Project Number	
Location	
Firm Name	HDR Engineering, Inc.
Name of Preparer	Greg Jamieson
Scope of Work Date	11/28/2018
Type of Proposal:	COST PLUS FIXED FEE
	Contract Term: Two Years

1A. LABOR RATES		DIRECT SALARY COST/HOUR (a)	INDIRECT COST (%) (b)	MULTIPLIER (c)	LABOR RATE \$/HOUR (d)
EMPLOYEE NAME	EMPLOYEE CLASSIFICATION				
Office Personnel					
Begier, Erin	Right-of-Way Specialist	\$ 41.32	148.91	2.4891	\$ 102.85
Berry, Alison S	Contract Administrator	\$ 30.00	148.91	2.4891	\$ 74.67
Borders, Amy M	Planner I	\$ 35.83	148.91	2.4891	\$ 89.18
Gerondale, Lisa R	Project Manager II	\$ 51.75	148.91	2.4891	\$ 128.81
Jamieson, Gregory A	Project Manager IV	\$ 72.21	148.91	2.4891	\$ 179.74
Kelly, Kathleen T	Financial Analyst	\$ 37.64	148.91	2.4891	\$ 93.69
Lopez, Claudia (Claudia)	Planner I	\$ 24.75	148.91	2.4891	\$ 61.61
Pietri, Carlos A	Planner I	\$ 30.50	148.91	2.4891	\$ 75.92
Vallard, Konrad Wayne	Right-of-Way Specialist	\$ 42.37	148.91	2.4891	\$ 105.46

1B. LABOR COSTS		LABOR RATE \$/ HOUR (d)	ESTIMATED NUMBER OF WORK HOURS (e)	ESTIMATED COST PER EMPLOYEE
EMPLOYEE NAME	EMPLOYEE CLASSIFICATION			
Office Personnel				
Begier, Erin	Right-of-Way Specialist	\$ 102.85	112.00	\$ 11,519.20
Berry, Alison S	Contract Administrator	\$ 74.67	4.00	\$ 298.68
Borders, Amy M	Planner I	\$ 89.18	92.00	\$ 8,204.56
Gerondale, Lisa R	Project Manager II	\$ 128.81	451.00	\$ 58,093.31
Jamieson, Gregory A	Project Manager IV	\$ 179.74	388.00	\$ 69,739.12
Kelly, Kathleen T	Financial Analyst	\$ 93.69	100.00	\$ 9,369.00
Lopez, Claudia (Claudia)	Planner I	\$ 61.61	2494.00	\$ 153,655.34
Pietri, Carlos A	Planner I	\$ 75.92	2615.00	\$ 198,530.80
Vallard, Konrad Wayne	Right-of-Way Specialist	\$ 105.46	488.00	\$ 51,464.48
			6744.00	

TOTAL LABOR \$ 560,874.49
FIXED FEE \$ 72,913.68

2. FEE 13.00%
FCCM - Office 0.3980%
FCCM - Field 0.2614%

TOTAL \$ 633,788.17

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	\$ 250.00
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	\$ -
*Prior Approval from CDOT Project Manager required			SUBTOTAL	\$ 250.00
			ODC TOTAL	\$ 749.68

4A. OUTSIDE SERVICES RATES (SUBCONSULTANTS)		ESTIMATED COST
Title Companies		\$ 26,400.00
Lund		\$ 317,457.06
Sign Company		\$ 15,000.00
Appraisers		\$ 351,000.00

4B. OUTSIDE SERVICES (VENDORS)*:		ESTIMATED COST
FIRM NAME		
		\$ -

*Prior Approval from CDOT Project Manager required

TOTAL OUTSIDE SERVICES \$ 709,857.06
TOTAL HDR SERVICES \$ 634,537.85
TOTAL ESTIMATED COST \$ 1,344,394.91

I am a representative of HDR Engineering, Inc., duly authorized to contractually bind the firm. My signature below constitutes formal agreement (without further

R. Bradley Martin, Sr. Vice President
TYPED NAME

SIGNATURE

DATE



October 25, 2018

Mr. Greg Jamieson
Senior Right of Way Manager
HDR
1670 Broadway, Suite 3400
Denver, CO 80202-4824

**Re: Proposal for Professional Surveying Services
City of Wheat Ridge - Right of Way Plans
Wadsworth Widening: W 35th Avenue to I-70**

Dear Greg,

At your request, the Lund Partnership has prepared a scope of services to provide professional surveying services for the above-referenced project.

SCOPE OF SERVICES

- The Lund Partnership will attend three (3) project coordination meetings which include a kick-off meeting, pre-survey / right-of-way plan meeting and a right-of-way plan review meeting (ROWPR).
- The Lund Partnership will acquire a special use permit from CDOT and a right-of-way construction permit from the City of Wheat Ridge in order to survey within the right-of-way of Wadsworth Boulevard and adjoining streets. This process includes the preparation of a traffic control plan which conforms to the Manual on Uniform Traffic Control Devices (MUTCD) and a separate certificate of insurance naming the Colorado Department of Transportation as additionally insured.
- The Lund Partnership will check all survey equipment used on the project at an approved NOAA Baseline, as per the CDOT Survey Manual, prior and after all field survey work is preformed.
- The Lund Partnership will research survey records of the project area.
- The Lund Partnership will verify by ground survey the appropriate aliquot land corners, property corners and right-of-way monuments within the project limits.
- The Lund Partnership will update the existing land survey control diagram as needed for inclusion in the right-of-way plans.
- The Lund Partnership will prepare and file monument records as required.
- Current title commitments will be provided to us by others.
- Based on a combination of the title commitments and the field survey, the Lund Partnership will confirm the existing right-of-way lines of Wadsworth Boulevard and determine the adjoining property lines within the project limits.

- The geometry for the proposed right-of-way parcels will be provided to us by others for inclusion in the right-of-way plans.
- Design files will be provided to us by others for inclusion in the right-of-way plans.
- Either a graphic depiction or note related to the FEMA flood plain limits will be provided to us by others for inclusion in the right-of-way plans.
- The Lund Partnership will prepare right-of-way plans formatted in current CDOT configuration.
- The Lund Partnership will prepare written property descriptions in CDOT format. Based on the "City of Wheat Ridge Draft Right-of-Way Technical Report" prepared by HDR, dated August 2018, we have estimated that approximately one-hundred and forty-five (145) legal descriptions will be required. This includes preparing up to eight (8) Advance of Plans (AP) descriptions and exhibits and up to five remainder parcel descriptions and exhibits if needed.
- Upon completion of addressing the right-of-way plan review (ROWPR) meeting comments, the Lund Partnership will deliver a PDF of the finished right-of-way plans, signed and sealed by the Professional Land Surveyor in responsible charge for the Transportation Commission authorization.
- The Lund Partnership will deliver PDF copies of the property descriptions with the electronic signature and seal of the Professional Land Surveyor in responsible charge.
- The Lund Partnership will complete appraisal staking as requested. (We have assumed for this proposal one time staking per-parcel and 48 hours prior notice for staking request).
- Reception numbers of the deeds for the newly purchased right-of-way parcels will be added to the tabulation of owner's sheets in the right of way plans.
- The Lund Partnership will set right-of-way monuments as needed.
- The Lund Partnership will deposit the final right-of-way plans in Jefferson County after all the new parcels have been purchased and the right-of-way monumentation is completed.

Thank you for the opportunity to provide our services to you. Please contact us if you have any questions.

Sincerely,

The Lund Partnership, Inc.



Geoff Stephenson, PLS
Principal

DETAILED MANHOUR ESTIMATE						
Man-Hour Estimate	Managing President	Managing Principal	Project Surveyor PLS	Project Surveyor / Party Chief PLS	Managing Principal	Total Hours
Project Location: SH 121 Wadsworth (35th to I-70)						
Project Code:	Jenelle	Geof	Jim	Chet & Jeremy	Melissa	
MANHOUR SUMMARY						
Date 10-25-2018	1	2	3	4	5	6
PROJECT INITIATION & ADMINISTRATION						
Project contract and billing	8				8	16
Project Management		8				8
TOTAL PROJECT ADMINISTRATION	8	8	0	0	8	24
RIGHT OF WAY PLANS						
a. Project coordination meetings (3)		16	16	8		40
b. Update Land Survey Control Diagram (field & office)		4	16	80		
c. Review Tilt commitments (64)		40	160	260		
d. Existing property boundary / ROW resolution		40	80	260		
e. Prepare right of way plans			80	160		
f. Prepare legal description (145)			160	580		
g. Appraisal staking				160		
h. Revisions		8	40	40		
i. Monument new right of way			8	160		
j. Deposit plans and final deliverables			40	40		
TOTAL RIGHT OF WAY (OFFICE)	0	108	600	1748	0	2456
GRAND TOTAL:	8	116	600	1748	8	2480

PROJECT COST WORKSHEET (COST PLUS FIXED FEE)

PROJECT NUMBER: NHPP 1211-086 (COWR NO. M-01-15)

LOCATION: SH 121 WADSWORTH BLVD (W 35TH AVE TO W 48TH AVE)

FIRM NAME: THE LUND PARTNERSHIP, INC.

NAME OF PREPARER: JENELLE D. LUND

PHONE: (303) 989-1461

SCOPE OF WORK DATE: OCTOBER 25, 2018

TYPE OF PROPOSAL: **COST PLUS FIXED FEE**

CONTRACT #

TASK ORDER:

1A. LABOR RATES

Employee Name	Employee Classification	Billing Rate Cost/Hour	Indirect Cost (%)	Labor Rate \$/Hour
		(a)	(b)	(c)
Daley, James A	Project Surveyor - PLS	53.99	149.63%	\$ 134.78
Lund, Jenelle	Managing President	74.28	149.63%	\$ 185.43
McInnis, Melissa	Managing Principal	57.69	149.63%	\$ 144.01
Pegues, Jeremy	Project Surveyor - PLS	40.00	149.63%	\$ 99.85
Smith, Chet	Project Surveyor - PLS	40.00	149.63%	\$ 99.85
Stephenson, Geof	Managing Principal	67.31	149.63%	\$ 168.03

1B. LABOR COSTS:

Employee Name	Employee Classification	Labor Rate \$/Hour	Estimated Number of Work Hours	Estimated Cost Per Employee
Daley, James A	Project Surveyor - PLS	\$ 134.78	600.0	80,868.00
Lund, Jenelle	Managing President	\$ 185.43	8.0	1,483.44
McInnis, Melissa	Managing Principal	\$ 144.01	8.0	1,152.08
Pegues, Jeremy	Project Surveyor - PLS	\$ 99.85	874.0	87,268.00
Smith, Chet	Project Surveyor - PLS	\$ 99.85	874.0	87,268.00
Stephenson, Geof	Managing Principal	\$ 168.03	116.0	19,491.48

TOTAL LABOR \$ 277,532.80

2. FEE (13%)

FIXED FEE \$ 36,079.26

3A. OTHER DIRECT COST RATES (IN-HOUSE): *

ITEM	Estimated Units	Unit Rates	Estimated Cost
PLOTTING/REPRODUCTION/COPIES			
Printing - B/W - ALL SIZES (ea)	32,000	\$0.05	1,600.00
Printing - Color - 8 1/2x11 (ea)		\$0.50	
Printing - Color - 8 1/2x14 (ea)		\$1.50	
Printing - Color - 11 x 17 (ea)	500	\$2.00	1,000.00
Plotting - B/W (sq ft)		\$0.25	
Plotting - Mylar (sq ft)	150	\$2.00	300.00
TRAVEL			
Mileage (mile)	500	\$0.49	245.00

* Prior Approval from CDOT Project Manager required

SUBTOTAL \$ 3,145.00

3B. OTHER DIRECT COSTS (OUTSIDE): *

ITEM	Estimated Units	Unit Rates	Estimated Cost
Delivery Service / Postage (ea)			
Copies of Plats/Deeds (ea)	200	\$1.00	200.00
Survey Materials (LS)	1	\$500.00	500.00
County Recordation (ea)			
Lodging (ea)			
Per Diem (ea)			

* Prior Approval from CDOT Project Manager required

SUBTOTAL \$ 700.00TOTAL ODC \$ 3,845.00**4A. OUTSIDE SERVICES RATES (SUBCONSULTANTS): ***

FIRM NAME	Estimated Cost

* Prior Approval from CDOT Project Manager required

4B. OUTSIDE SERVICES (VENDORS): *

FIRM NAME	Estimated Cost

* Prior Approval from CDOT Project Manager required

TOTAL OUTSIDE SERVICES \$ 0.00TOTAL ESTIMATED COST \$ 317,457.06

I am a representative of The Lund Partnership, 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.

Geof Stephenson, Principal

(TYPED NAME & TITLE)



(SIGNATURE)

11-01-18

(DATE SIGNED)

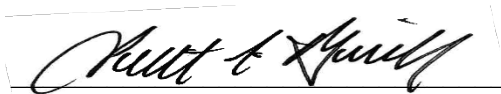
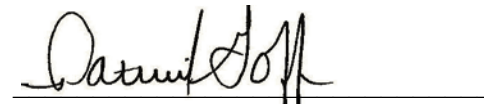
REQUEST FOR CITY COUNCIL ACTION

**TITLE: MOTION TO AWARD A CONTRACT AND APPROVE
SUBSEQUENT PAYMENTS TO HDR, INC., DENVER, CO, IN
AN AMOUNT NOT TO EXCEED \$75,139 FOR
PROFESSIONAL SERVICES FOR ROW ACQUISITION
SERVICES FOR RIDGE ROAD**

☐ PUBLIC HEARING
☒ BIDS/MOTIONS
☐ RESOLUTIONS

☐ ORDINANCES FOR 1ST READING
☐ ORDINANCES FOR 2ND 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. Some of the proposed improvements that have been identified and prioritized as infrastructure projects for the station area require that additional right-of-way (ROW) be purchased. Professional ROW acquisition services are required to move forward with these projects.

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. Council was most recently updated on June 4, 2018 on the status of the Wheat Ridge · Ward Station planning area and on private developments in the area.

In addition, on August 27, 2018, Council approved a contract for design services with Short Elliot Hendrickson, Inc. (SEH) to design and prepare construction drawings for the first three task orders. These task orders covered 52nd Avenue east of Ward Road, Tabor Street between Ridge Road and 52nd Avenue, and Ridge Road east of Tabor Street.

On November 19, 2018, Council directed staff not to pursue improvements at this time to the segment of 52nd Avenue east of Tabor Street that would have provided a connection to the proposed Haskins Station development in Arvada. At that same meeting, Council agreed to have staff investigate work on Ridge Road west of Parfet Street.

FINANCIAL IMPACT:

Professional service fees in the amount of \$75,139 are available in the Wheat Ridge · Ward Road Station 2E Bond Fund for right-of-way acquisition services.

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 52nd Avenue and potentially Ridge Road east of Tabor Street. Without the 52nd Avenue connection to Arvada, the traffic impact to Ridge Road east of Tabor Street will be greater. City of Arvada staff have expressed a willingness to participate in funding additional improvements to Ridge Road east of Tabor Street.

BACKGROUND:

Earlier this year, the City Managers of Arvada and Wheat Ridge along with the County Manager of Jefferson County signed a memorandum of understanding (MOU) agreeing to coordinate and cooperate on designing and funding mutually beneficial road improvements in the area surrounding the Wheat Ridge · Ward station area. Discussions between the staffs of the jurisdictions have been ongoing concerning an intergovernmental agreement (IGA) that outlines cost-sharing and other arrangements for the shared infrastructure improvements.

The following potential projects have long been identified as infrastructure priorities in the station area:

- Improvements to 52nd Avenue from Ward Road to the City boundary east of Simms Street including improvements to multimodal facilities and to the intersection at Ward Road.
- 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 52nd Avenue including improvements to multimodal facilities
- Improvements to Ridge Road between Ward Road and the station including improvements to multimodal facilities
- A pedestrian bridge from the station over the rail lines to the south to 49th Place
- A linear park with multimodal facilities connecting the station via the pedestrian bridge to the I-70 Frontage Road South

In August 2018, Council approved a contract with Short Elliot Hendrickson, Inc. (SEH) to prepare construction drawings for the above projects. Staff has since authorized the first three task orders for the following projects:

- Task Order #1 – 52nd Avenue (from Ward Road to the City boundary east of Simms Street)
- Task Order #2 – Ridge Road (from Tabor Street to the City boundary east of Simms Street)
- Task Order #3 – Tabor Street between Ridge Road and 52nd Avenue

SEH submitted conceptual plans for the three streets for review on November 21, 2018. Based on the direction received from the Council on November 19, 2018, the portion of 52nd Avenue east of Tabor Street will be excluded from the remainder of the design contract.

As noted earlier, the segment of Ridge Road east of Tabor Street to the City boundary east of Simms Street is one of the of projects being designed. Currently, this segment has a somewhat narrower cross-section compared to what is eventually planned for most of Ridge Road. The center turn lane was omitted in order to reduce the amount of ROW that would be needed from the five properties on the north side of Ridge Road. The additional ROW that was anticipated to be required was between 12 and 15 feet.

Without the 52nd Avenue connection to Arvada, traffic impacts to Ridge Road east of Tabor Street will be greater. Therefore, the cross-section that was planned may need to be re-examined. The center turn lane may need to be reincorporated due to the higher levels of traffic. In order to minimize the additional ROW required, the proposed amenity zone could be eliminated with a bike lane providing a buffer from the traffic.

Staff has determined that 2E funding cannot be used for the multi-modal project on Ridge Road west of Parfet, discussed with Council on November 19, 2018. Therefore, that project will not be pursued at this time.

Several of the identified projects will require acquisition of additional ROW or easements in order to be completed. The firm HDR was recently selected by the City's established procurement process to perform the required professional services. The selection process included review by an evaluation committee of proposals in response to a request for qualifications submitted by three (3) firms. Staff negotiated with HDR to finalize the scope and fees for the anticipated work expected for the first task order for the following location:

- Task Order #1 – Ridge Road (from Tabor Street to the City boundary east of Simms Street)

Task orders will be issued for each of the tasks and services and 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 acquisition needs are identified.

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 HDR as specific task orders. Staff recommends award of the ROW Acquisition Consultant Contract to HDR.

RECOMMENDED MOTION:

“I move to award a contract and approve subsequent payments to HDR, Inc., Denver, CO, in an amount not to exceed \$75,139 for ROW acquisition services for Ridge Road.”

Or,

“I move to deny the award of a contract and subsequent payments to HDR, Inc., Denver, CO, in an amount not to exceed \$75,139 for ROW acquisition services for Ridge Road for the following reason(s) _____.”

REPORT PREPARED/REVIEWED BY:

Mark Westberg, Project 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 – Ridge Road scope and fee



November 30, 2018

City of Wheat Ridge – Public Works

Attn: Mark A. Westberg, PE, CFM

Lauren Mikulak, AICP

7500 West 29th Avenue

Wheat Ridge, CO 80033

RE: *Modified Scope and Fee for Right-of-Way Services for Ward Station Project #1*

Dear Mark and Lauren,

We are pleased to submit our modified scope and fee estimate for Right of Way Services for the first Ward Station Project, a project modifying Ridge Road, from Tabor Street to the City Boundary. This modified scope and fee reflects the City's decision to delete work on 52nd Avenue from this project (ROW services for such work was included in our prior submittal). The attached draft scope outlines our project approach along with proposed deliverables that we plan to complete.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Greg Jamieson'.

Greg Jamieson

Senior Right of Way Manager

Attachments:

Scope of Work and Fee Proposal

SECTION 1: PROJECT SPECIFIC INFORMATION

PROJECT BACKGROUND

The Wheat Ridge ▪ Ward Station (Ward Station) is the end of the line station for the RTD G Line commuter rail. The G Line runs 11.2 miles from the Ward Station through Arvada, Adams County and Denver to downtown Union Station. The opening of RTD's G line offers the City a redevelopment opportunity in the Ward Station area.

A tremendous amount of planning has been focused on the area of the station in the last 15 years. The Wheat Ridge ▪ Ward Station Vision, issued in 2016, positions Ward Station as the premier location in the metro area for outdoor recreation focused companies and employers by introducing outdoor recreation focused co-working spaces within the station area. The outdoor recreation focus of the station area will be supplemented by on-site recreational amenities that will complement development. The approval of the 2E Investing 4 the Future bond program provides important funding for several infrastructure projects in the Ward Station area. As a result of a competitive request for qualifications (RFQ) process, HDR was awarded the opportunity to provide right of way (ROW) services for Ward Station area projects.

The first of these infrastructure projects requiring ROW is a project improving Ridge Road between Tabor Street and the City boundary, east of Simms Place, to collector Street Standards (Project). The City has retained SEH Engineering (SEH) to design this Project. The ROW acquisition initially envisioned for this project is ROW acquisitions from 5 owners, consisting of fee simple and temporary easement parcels to be acquired from five (5) ownerships on the north side of Ridge Road. HDR will be responsible for the preparation of legal descriptions, valuations, and acquisition negotiations for such parcels, and support for condemnation actions, if needed, for said parcels. This scope of work defines the tasks needed for these services.

HDR's ROW team will provide the work described in this document.

PROJECT GOALS

The goals of the ROW acquisition for the Project are to timely acquire the ROW needed for the Project to support the preconstruction schedule while providing considerate treatment to affected property owners.

PROJECT LIMITS

Ridge Road between Tabor Street and the City boundary.

WORK DURATION

The primary time period for the work is estimated to begin in January 2019 and end by a ROW clearance in May 2019. An additional time period from May 2019 may be needed to resolve acquisitions through condemnation, if needed. The estimated time period for the extension is through December 2019.

ROW TEAM RESPONSIBILITIES AND DUTIES

- Preparation of legal descriptions for ROW Parcels.
- Valuation of ROW Parcels.

- Acquisition Negotiation for ROW Parcels.
- Support for Condemnation, if Needed

WORK PRODUCT

- ROW Schedule
- ROW Budget
- ROW Project Coordination
- Meeting Minutes
- Legal Descriptions
- Waiver Valuations
- Acquisition Files, Including Offer Packets, Agreements, Conveyance Deeds, Easement Agreements, Negotiation Logs
- Condemnation Request Packages (If needed)

Requirements are further described in the sections that follow.

TABLE OF CONTENTS

This scope of work will consist of the following seven tasks:

1. ROW Project Management, Meetings and Coordination.
2. Title Services - Obtain title commitments from a subconsultant title company, which will be used to identify liens and encumbrances for the parcels to be acquired for the preparation of legal descriptions for the ROW parcels.
3. Legal Descriptions - Subconsultant professional land surveying company (PLS) to prepare legal descriptions for the ROW parcels.
4. Valuation - Waiver Valuations will be prepared for ROW parcels.
5. Acquisition Negotiation - negotiations with landowners to acquire the ROW parcels.
6. Closings - a subconsultant title company will conduct closings for acquisitions with consensual agreements.
7. Condemnation Support – provide support for condemnations, if any

TASK 1: ROW PROJECT MANAGEMENT, MEETINGS AND COORDINATION

Task 1.1 Project Records Set Up

Set up parcel files and tracking sheets.

Task 1.2 Subconsultant Management

This task covers the negotiation and management contracts with Precision Surveying & Mapping, Inc. (Precision) for survey and preparation of legal descriptions, and with the subconsultant title company for title and closing.

Task 1.3 Invoicing

Prepare, review and provide to City monthly invoices. This task includes reviewing, processing and paying subconsultants on their subconsultant contracts.

Deliverables:

- 12 monthly invoices

Task 1.4 ROW Kickoff Meeting

The ROW Team will conduct a ROW kickoff meeting with the City. Coordination with SEH on the survey Precision will need for the legal descriptions, coordination with SEH and the City on engineering design, and discussion with affected landowners on design alternatives (if needed) will be discussed at this meeting. An initial ROW Project schedule and budget will be prepared and discussed at this meeting. ROW forms to be used will be identified at these meetings. City approvals and approvers for the ROW process will be identified at these meetings.

Following the kickoff meeting, HDR will compile and send out minutes for the meeting.

Deliverables:

- One ROW project schedule
- One ROW project budget
- One meeting agenda
- Preparation of minutes from meeting

Task 1.5 Incentive Program

HDR will conduct two meetings with the City to discuss the parameters for an acquisition incentive program for the Project. After decisions are made on proposed incentive programs, HDR will prepare and submit to the City a written request for approval of the incentive program that will define the parameters of the incentive program.

Following the meetings, HDR will compile and send out minutes of the meetings.

Deliverables:

- Two meeting agendas
- Preparation of minutes from two meetings
- Written request for approval of incentive programs

Task 1.6 External Project Coordination Meetings

HDR and the City will meet as required (typically two meetings per month) to monitor progress on the ROW process, discuss issues and obtain required City decisions. Discussion items may include, modifications to the schedule and budget, progress on ROW phases (legal descriptions, valuation, acquisition negotiation and condemnation), review of acquisition tracking sheets, responses to counteroffers, strategies for challenging negotiations and other issues, and problem solving.

Following the coordination meetings, HDR will compile and send out minutes of the meeting.

Deliverables:

- 10 Meeting agendas
- Preparation of minutes from 10 meetings
- Updated ROW schedule, as needed
- Updated ROW budget, as needed
- Acquisition tracking sheets

Task 1.7 Internal Coordination

This task is for HDR's tasks associated with managing the project. This task includes the ROW Team's internal coordination, internal ROW Team meetings, updating acquisition tracking sheets, updating the ROW Project schedule and budget, as needed.

TASK 2: TITLE COMMITMENTS

Task 2.1 Coordinate and Review Title Commitments

Order and coordinate delivery of title commitments for fee simple parcels. Review title commitments for financial liens and other encumbrances relevant to the acquisitions.

Title Subconsultant Deliverable No. 1:

- Five (5) title commitments from subconsultant title company.
- Estimated fee for title work is \$7,500, consisting of \$1,500/commitments X 5 commitments.

Assumptions:

- Five (5) title commitments will be needed for the fee simple parcels. This number may change as the design advances and ROW impacts are better defined. If more than five (5) title commitments, additional fee will need to be negotiated.

TASK 3: LEGAL DESCRIPTIONS

Task 3.1 Coordination for Survey and Design for ROW Parcels

Coordinate with Precision, SEH and the City on the survey Precision will need to support preparation of legal descriptions for ROW parcels. Additional coordination to make design decisions relevant to ROW parcel configuration and to determine size, shape, location and type of parcels to be acquired.

Subconsultant PLS (Precision) Deliverable No. 1 – Survey

- A survey, including project control and topography (if needed) to support preparation of legal descriptions for ROW parcels.

Assumptions:

- SEH has completed a survey of the existing condition to support design of the Project. Precision will review and consider such survey, but Precision will need to independently verify some

information and obtain additional survey to support preparation of legal descriptions. Precision and SEH's surveys will be on the same control and datums. A Project goal will be for the two surveys from the two consultant firms to complement each other.

Task 3.2 Legal Descriptions

Coordinate with Precision, SEH and the City on preparation of exhibits and legal descriptions for ROW parcels.

Subconsultant PLS (Precision) Deliverable No. 2 – Legal Descriptions

- Exhibits and legal descriptions for ROW parcels prepared in compliance with City standards.

Assumptions:

- This task assumes a total of ten (10) exhibits and legal descriptions. If more than ten (10) legal descriptions are needed, additional fee will need to be negotiated.

TASK 4: PARCEL VALUATIONS

Task 4.1 Waiver Valuations

Review market sales data to determine land values to be used in waiver valuations. Prepare waiver valuations in compliance with City requirements. Submit Waiver Valuations to the City for review and approval. Waiver valuations will be the basis for the offers made to the landowners.

Deliverables:

- 5 waiver valuations.

Assumptions:

- 5 waiver valuations will be needed. This number may change as the design advances and ROW impacts are better defined. If more than 5 waiver valuations are needed, additional fee will need to be negotiated.
- If an acquisition is required to be resolved through condemnation, an appraisal of the ROW parcel(s) may be needed to provide valuation evidence in hearings or trials. If an appraisal of the ROW parcel is needed, additional fee for such appraisal(s) will need to be negotiated.

Task 4.2 Landowner Appraisal Review

Section 38-1-121, C.R.S. requires, for acquisitions with estimated values greater than \$5K, that landowners to be advised of their right to get an appraisal and have the governmental entity reimburse them for the reasonable value of the appraisal if certain conditions are met. If landowners notified of this right take advantage of it and submit appraisals to the City, an appraisal content review of the appraisal will be reviewed by HDR's appraiser to determine if the Section 38-1-121, C.R.S. criteria for payment reimbursement is satisfied. After the content review of landowner(s) appraisals, the HDR review appraiser will make recommendations to the City, as to whether the landowner appraiser's fee will should be paid and if modifications to the amount offered should be made.

Deliverables:

- Review reports for appraisals submitted.

Assumptions:

- Section 38-1-121, C.R.S. requires landowners to be advised of their right to get an appraisal and have the governmental entity pay for it if certain conditions are met, for acquisitions with estimated values greater than \$5K. Landowners may or may not take advantage of this right. This task assumes that 2 of the 5 landowners advised of this right will take advantage of it.
- **The cost of landowner appraisals is not included in this HDR SOW and fee estimate and will be paid separately by the City.**

TASK 5: ACQUISITION NEGOTIATION

Task 5.1 Preparation and Delivery of Acquisition Documents

Prepare and send notice of intent to acquire, offer letters, summaries of just compensation, final offer letters and additional correspondence as agreed to by the City and HDR.

Deliverables:

- Notice of intent to acquire
- Offer packets.
- Additional correspondence and documents, as needed.
- Final offers, if required.

Assumptions:

- Acquisition negotiations from five (5) landowners will be needed. This number may change as the design advances and ROW impacts are better defined. If acquisitions from more than five (5) landowners are needed, additional fee will need to be negotiated.

Task 5.2 Conduct Acquisition Negotiations

Negotiate consensual agreements for the acquisition of property rights based on FMVs and waiver valuations.

Deliverables:

- Signed settlement agreements.
- Justification for administrative settlements and other City required settlement forms.
- Negotiation logs.

Assumptions:

- Negotiations will be limited to three in person meetings. Negotiations result in consensual agreements. If an agreement cannot be reached on a negotiation, the matter will be discussed with the City. If the City determines that it will resolve the acquisition through condemnation, HDR will prepare and submit a condemnation packet to the City (the fee for this is in Section 6.1). This SOW and fee estimate do not include tasks and fees for participation in condemnation proceedings. If the City authorizes condemnation on an acquisition and additional ROW services

are needed from HDR to support the condemnation, additional SOW and fee for such services will be negotiated.

Task 5.3 File Maintenance, QA/QC Review and Submittal

One hard copy file will be maintained by HDR for each acquisition. At a minimum, the file will contain: the notice of intent to acquire, appraisal or value finding; offer letter; closing documents; typed and signed negotiation logs of contacts with owners; and the related correspondence regarding the parcel acquisition. Upon completion of each acquisition, files will be finalized, QC'd and delivered to the City.

Deliverables:

- Final files – hard copy and digital

TASK 6: CLOSINGS

Task 6.1 Coordinate Closings with Title Company or Prepare Condemnation Package for Attorneys

For acquisitions resolved through consensual agreements, coordinate closings with Subconsultant Title Company, including release or subordination of financial liens. If an agreement cannot be reached on an acquisition negotiation, the matter will be discussed with the City. If the City determines that it will resolve the acquisition through condemnation, submission of a condemnation packet will be a substitute for the closing coordination.

Deliverables:

- Closing packets and final signed and recorded agreements from closings.
- Title insurance policies.
- Substitution of a condemnation packet for negotiations that cannot be resolved by a consensual agreement, which the City authorizes condemnation.

Title Subconsultant Deliverable No. 2:

- Closings.
- Title Insurance Policies

Assumptions:

- Closings for acquisitions from five (5) landowners will be needed. This number may change as the design advances and ROW impacts are better defined. If more than five (5) closings are needed, additional fee will need to be negotiated. The Subconsultant Title Company will facilitate closings, however closings for temporary easement only acquisitions, or low value acquisitions, may be done by HDR instead of the Subconsultant Title Company, if approved by the City.
- **For closings conducted by the Subconsultant Title Company, the City will pay all Subconsultant Title Company's closing fees, including recording fees, costs associated with lien releases, if any, and the cost of title insurance policies.**

CONDEMNATIONS

Support for Condemnation Actions

If condemnations are filed, HDR may be requested to provide services to support the condemnation, including testimony at depositions and hearings, participation in litigation preparation and strategy meetings, participation in mediations or other alternative dispute resolution efforts, and preparation of exhibits and trial exhibits. No fee proposal is included for this task because it is difficult to predict how many, if any, condemnations will be filed. If condemnations are filed and HDR is requested to provide support services for such condemnations, a separate fee will need to be negotiated for such services.

Assumptions:

- Aside from the possible fees for HDR condemnation support services described herein, the City will be responsible for all other costs of condemnations, including court filing fees, attorney's fees and court costs.

ROW PROJECT SCHEDULE

The HDR team will work with Wheat Ridge to develop a schedule for the tasks described herein. HDR will monitor progress on the schedule and work with Wheat Ridge to update it, if needed.

CITY OF WHEAT RIDGE - ROW FOR WARD STATION AREA PROJECT #1 - FEE ESTIMATE

Fee Estimate

11/30/2018

HDR Labor												
Staff Name		Jamieson	Lee	Gerondale	Vallard	Pietri	Lopez	Kelly	Berry	Bryan	Subtotal Hours by Task	Subtotal Fee by Task
Billing Category		Sr. Project Manager I	Sr. Project Professional II	Sr. Project Professional I	ROW Agent II	ROW Agent I	Planner Jr.	Project Controller II	Project Controller I	Administrative		
Billing Rate		\$212.00	\$190.00	\$163.00	\$130.00	\$92.00	\$84.00	\$104.00	\$90.00	\$67.00		
1	ROW PROJECT MANAGEMENT, MEETINGS AND COORDINATION	38	46	4	16	6	12	28	4	9	163	\$24,963.00
1.1	Project Records Set Up			2			2	4	4		12	\$1,270.00
1.2	Subconsultant Management	2	4			4				2	12	\$1,686.00
1.3	Invoicing	2	12					24			38	\$5,200.00
1.4	ROW Kickoff Meeting	4	4		6					1	15	\$2,455.00
1.5	Incentive Program	6	2	2	4					2	16	\$2,632.00
1.6	External Project Coordination Meetings	12	20							4	36	\$6,612.00
1.7	Internal Coordination	12	4		6	2	10				34	\$5,108.00
2	TITLE COMMITMENTS	0	2	0	0	2	6	0	0	0	10	\$1,068.00
2.1	Coordinate, Order and Distribute Title Commitments					2					2	\$184.00
2.2	Review Title Commitments		2				6				8	\$884.00
3	LEGAL DESCRIPTIONS	8	16	0	2	2	0	0	0	0	28	\$5,180.00
3.1	Coordination for Survey and Design for ROW Parcels	6	8		2						16	\$3,052.00
3.2	Legal Descriptions	2	8			2					12	\$2,128.00
4	PARCEL VALUATIONS	6	4	0	14	4	12	0	0	10	50	\$5,898.00
4.1	Waiver Valuations	4	4		8	4	12			10	42	\$4,694.00
4.2	Landowner Appraisal Review	2			6						8	\$1,204.00
5	ACQUISITION NEGOTIATION	4	18	4	2	4	188	0	0	12	232	\$22,144.00
5.1	Preparation and Delivery of Acquisition Documents		8	2			50			12	72	\$6,850.00
5.2	Conduct Acquisition Negotiations	4	8	2	2		120				136	\$13,034.00
5.3	File Maintenance, QA/QC Review and Submittal		2			4	18				24	\$2,260.00
6	CLOSINGS	2	2	0	0	4	16	0	0	0	24	\$2,516.00
6.1	Coordinate Closings with Title Company or Prepare Condemnation Package for Attorneys	2	2			4	16				24	\$2,516.00
Total HDR Labor Hours		58	88	8	34	22	234	28	4	31	507	
Total HDR Labor Fee		\$12,296.00	\$16,720.00	\$1,304.00	\$4,420.00	\$2,024.00	\$19,656.00	\$2,912.00	\$360.00	\$2,077.00		\$61,769.00
Direct Expenses												\$350.00
5.1	Mileage											\$200.00
5.2	Plotting, Reproduction, Graphics, Other											\$150.00
Subconsultants												\$13,020.00
1	Precision Engineering											\$5,520.00
2	Title Subconsultant											\$7,500.00
TOTAL PROJECT FEE												\$75,139.00



Precision Survey & Mapping, Inc.

professional land surveying consultants

9025 E Kenyon Ave., Suite 150, Denver, CO 80237
tel.: (303) 753-9799, mob.: (303) 885-7161
www.precision-survey.com

November 28, 2018

Greg Jamieson
Senior Right of Way Manager
HDR
1670 Broadway, Suite 3400
Denver, CO 80202-4824
D 303.323.9790 M 303.929.9367
Gregory.Jamieson@hdrinc.com

Re: City of Wheat Ridge-Ward Station Area Project-Revised November 28, 2018

Dear Greg:

Precision Survey & Mapping, Inc. is pleased to submit a revised fee proposal for the City of Wheat Ridge-Ward Station Area Project. Thank you again for the opportunity to provide our Land Surveying Services. Please feel free to call with any questions.

Sincerely,
Christopher P. Juliana, PLS



SCOPE OF WORK: SURVEY WORK ASSOCIATED WITH RIGHT-OF-WAY ACQUISITION

Precision Survey & Mapping, Inc. (PSM) will provide surveying services for the City of Wheat Ridge-Ward Station Area Project. Said project area is more particularly shown on the attached Exhibit "A".

This survey work will include necessary field and office work associated with the preparation of Exhibit and Legal Description associated with the acquisition of right-of-way and temporary construction easements.

Wheat Ridge anticipates Fee Acquisitions and Temporary Easements from the five landowners on the north side of Ridge Road. A total of 10 (ten) Exhibit & Legal Descriptions, more or less will be provided.

The scope of work is further described as follows:

PROPERTY BOUNDARY RECORDS RESEARCH

- Acquire county records data including, assessor's records, deeds, subdivision plats, land survey plats, section monument records, road right-of-way/county commissioner road petitions and BLM plats.
- Property lines and right-of-way lines of subject properties will be established and all proposed easements will be shown in relation thereto.
- Provide necessary office calculations and boundary line analysis for determination of property and right-of-way lines.

TITLE INFORMATION BINDERS

- HDR Inc. will provide Procurement of all required Title Information Binders.
- Precision Survey & Mapping, Inc. will review said information binders and reflect any easements and encumbrances reflected in the Schedule B Documents in electronic format.

CONTROL SURVEY

- Establish horizontal control based on the design survey prepared by SEH Architects.

PROJECT COORDINATION

- Provide necessary project coordination with SEH Architects in order to establish project control and property lines.

EXHIBIT & LEGAL DESCRIPTION PREPARATION:

Provide necessary office work for preparation of Exhibit and Legal Descriptions for required right-of-way acquisition and temporary easements. Provide said Exhibit & Legal descriptions to HDR Inc. and AECOM for review.

Wheat Ridge anticipates Fee Acquisitions and Temporary Easements from the five landowners on the north side of Ridge Road. A total of 10 (ten) Exhibit & Legal Descriptions, more or less will be provided.



RIGHTS OF ENTRY:

Obtain right of entry from required property owners for land surveying activities

SURVEY STAKING:

Provide necessary field and office work associated with the survey staking of Right-of-Way Acquisitions and Temporary Easements. Survey points will be marked by a 60d spike nail with a florescent pink hub chaser attached thereto and a 48" surveyors lath with surveyors flagging marked appropriately. Photographs will be taken of completed work and provided to client.

DELIVERABLES

- Provide signed and sealed Exhibit & Legal Descriptions in an Adobe PDF format as well as any desired electronic format.

SURVEYING FEE

- Survey Fee: \$5,520

EXHIBIT "A"

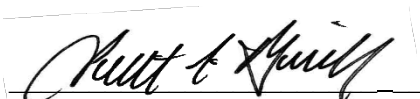
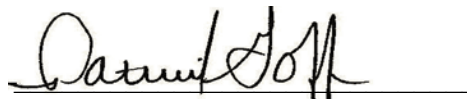


REQUEST FOR CITY COUNCIL ACTION**TITLE: RESOLUTION NO. 69-2018 – A RESOLUTION APPROVING
AN AGREEMENT WITH THE WHEAT RIDGE SANITATION
DISTRICT REGARDING 29th AVENUE STREET
IMPROVEMENTS**

- ☐ PUBLIC HEARING
☐ BIDS/MOTIONS
☒ RESOLUTIONS

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

QUASI-JUDICIAL: ☐ YES ☒ NO


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

The City has been working for several years with Denver Water and the City of Edgewater on the reconstruction of 29th Avenue between Kendall and Fenton Streets. In order to simplify design and construction coordination, the City negotiated agreements with Denver Water and the City of Edgewater for the City of Wheat Ridge to construct the improvements and be reimbursed by both entities for their shares. This year, the City was approached by the Wheat Ridge Sanitation District to reach a similar agreement to reconstruct a portion of their sanitary sewer main within the limits of the project.

PRIOR ACTION:

On September 10, 2012, City Council approved a special use permit (SUP) with Denver Water to allow for reconstruction of the Ashland Reservoir to replace the original concrete-lined ponds with two smaller tanks. At that same meeting, an intergovernmental agreement (IGA) was also approved that outlined the responsibilities of Denver Water and the City for improvements to the adjacent streets and streetscape.

On April 24, 2017, City Council designated the street width for 30th Avenue and Fenton Street adjacent to the Denver Water property. Also included was 29th Avenue between Ingalls and Fenton Streets.

On April 23, 2018, City Council designated the street width for an additional portion of 29th Avenue between Kendall and Ingalls Streets and also re-designated the street width of 29th and 30th Avenues and Fenton Street since construction had not started before the previous street width designation expired.

On July 9, 2018, City Council approved an IGA with the City of Edgewater that outlined the responsibilities of each city for the cost of the improvements for 29th Avenue between Kendall and Gray Streets. In addition to the street improvements, a waterline will also be installed in 29th Avenue within the project limits.

On September 24, 2018, City Council approved an IGA amendment with Denver Water that outlined the responsibilities of each entity for the cost of the improvements around the Ashland Reservoir site on 29th and 30th Avenues and Fenton Street.

FINANCIAL IMPACT:

Funding for the portion of the street project that was originally Denver Water's responsibility will be provided by Denver Water. Likewise, Edgewater will be responsible for the portions of the street project within their jurisdiction as well as the cost of the waterline. In addition, the Wheat Ridge Sanitation District (WRSD) will be responsible for the cost of reconstructing their sanitary sewer line in 29th Avenue within the scope of the project. Denver Water, Edgewater, and WRSD will reimburse the City for their portions of the work as the pay requests from the contractor are received.

Funding for the street project was originally approved in the Minor Street Improvement Project line item of the 2018 Capital Improvement Program Budget in the amount of \$1,570,000. Based on this estimated cost, the reimbursement from Denver Water and Edgewater would total \$733,375, leaving the City's budgeted share at \$836,625. The above amounts did not include the underground utility work that is now proposed by Edgewater and WRSD.

Bids were received on July 24, 2018, with the City's portion being almost 40% over the budgeted amount. Denver Water's portion is over 60% higher than what was budgeted. This is partly due to the fact the some work on 30th Avenue and Fenton Street was originally to be done separately by Denver Water and was not included in the budget. The City of Edgewater's portion was over twice what was budgeted, partly due to the addition of the waterline construction, which was also not included in the budget. The Wheat Ridge Sanitation District's portion for the sanitary sewer line was also not included in the budget.

In late September 2018, City staff decided to rebid the project for a variety of reasons that were discussed with City Council on September 24, 2018, including anticipating obtaining better pricing. In the adopted 2019 budget, the 2018 Estimated column, entries were revised to reflect the original bid prices that were received. The funding breakdown is as follows:

Total Budget	\$2,690,000
City of Wheat Ridge Share	\$1,161,000
Denver Water Share	\$666,000
City of Edgewater Share	\$691,000
Wheat Ridge Sanitation District Share	\$173,000

BACKGROUND:

The City of Denver has maintained water storage reservoirs at the Ashland site since the 1890s. With their construction project, the previous 41-million-gallon reservoirs were replaced with two 10-million gallon concrete tanks.

The SUP required that Denver Water add streetscape improvements to the adjacent streets, 29th and 30th Avenues and Fenton Street. The IGA required that Denver Water assist in the reconstruction of 29th Avenue to straighten the street. This also included dedication of right-of-way along 29th Avenue. Denver Water was assigned responsibility for reconstructing the north half of 29th Avenue along their frontage with the City being responsible for the remainder of 29th Avenue.

As the City continued to work with Denver Water on this project, it was determined to be in the best interest of both entities to include Denver Water's portion of the street and streetscape construction into the City's project. This simplifies the design and construction coordination and would result in better pricing since all of the work would be done as one large project. In order to provide a logical starting point for the straightening of 29th Avenue, the western limit was extended to Ingalls Street, with the eastern limit at the alley between Fenton and Eaton Streets.

In mid-June 2017, the City was notified by the City of Edgewater of a potential development proposal for the vacant land south of 29th Avenue between Kendall and Ingalls Streets. In addition to the street improvements, Edgewater desired to construct a waterline between Kendall and Gray Streets. The line currently stops just south of the intersection of Kendall Street and 29th Avenue and must be frequently blown out (flushed) due to water quality issues caused by stagnation. The waterline connection is also needed to serve the potential development in Edgewater.

As with Denver Water, both cities saw numerous advantages in coordinating the design and construction work, including minimizing the impact to the traffic on 29th Avenue, by combining the waterline project with the street project. Edgewater's waterline plans are currently under review by Denver Water. The draft plans were incorporated into the City's street plan set. The City will provide the construction oversight of the street project with the waterline construction being inspected by Edgewater.

In addition, during a coordination meeting that was held earlier this year with the affected utility companies, staff was notified by Wheat Ridge Sanitation District that they needed to replace a sanitary sewer line within the limits of the street reconstruction project. Again, staff saw numerous advantages in coordinating the construction work by combining the sanitary sewer project with the street project. The District has completed the sanitary sewer plans and they have

been incorporated into the City's street plan set. The City will provide the construction oversight of the street project with the sanitary sewer construction being inspected by the District.

On April 4, 2016, and March 7, 2018, neighborhood informational meetings were held to discuss the proposed improvements with neighboring property owners and stakeholders. The second neighborhood meeting included the new segment of 29th Avenue between Kendall and Ingalls Streets. Feedback received at both informational meetings was generally positive.

Negotiations concerning the cost sharing of the mill and overlay of 30th Avenue and Fenton Street and other items delayed the finalization of the amendment to the Denver Water IGA. In addition, the City of Edgewater wanted to reduce their scope of work on their portion of 29th Avenue. They also advised City staff that funds would not be available to reimburse the City until 2019.

Due to the delays in finalizing the Denver Water IGA amendment and the other issues mentioned above, in late September 2018, City staff decided to reject the bids that were received on July 24, 2018, repackaging the bid documents, and rebid the project with a construction start in Spring 2019. The repackaged bid documents were advertised on November 19, 2018 with the bids being due on December 18, 2018. City staff anticipates bringing the construction contract to City Council for award in January 2019.

RECOMMENDATIONS:

Staff recommends approving the amendment to the IGA with the Wheat Ridge Sanitation District.

RECOMMENDED MOTION:

"I move to approve Resolution No. 69-2018, a resolution approving an agreement with the Wheat Ridge Sanitation District regarding 29th Avenue street improvements."

Or,

"I move to postpone indefinitely Resolution No. 69-2018, a resolution approving an agreement with the Wheat Ridge Sanitation District regarding 29th Avenue street improvements for the following reason(s) _____."

REPORT PREPARED/REVIEWED BY:

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

ATTACHMENTS:

1. Resolution No. 69-2018
2. Agreement with the Wheat Ridge Sanitation District

CITY OF WHEAT RIDGE, COLORADO
RESOLUTION NO. 69
Series of 2018

**TITLE: RESOLUTION NO. 69-2018 - A RESOLUTION APPROVING
AN AGREEMENT WITH THE WHEAT RIDGE SANITATION
DISTRICT REGARDING 29TH AVENUE STREET
IMPROVEMENTS**

WHEREAS, Wheat Ridge and the Wheat Ridge Sanitation District have facilities within the right-of-way of West 29th Avenue; and

WHEREAS, the parties have programmed various infrastructure improvements on West 29th Avenue; and

WHEREAS, the City of Wheat Ridge and the Wheat Ridge Sanitation District have agreed to share the cost of the improvements; and

WHEREAS, the City will oversee construction of those street improvements; and

WHEREAS, the City will seek reimbursement from the Wheat Ridge Sanitation District for their share of the street improvements.

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

Section 1. Agreement Approved.

The Agreement with the Wheat Ridge Sanitation District regarding the 29th Avenue street improvements is hereby approved and the Mayor and City Clerk are authorized and directed to execute the same.

Section 2. This Resolution shall be effective immediately upon adoption.

DONE AND RESOLVED this 10th day of December, 2018.

Bud Starker, Mayor

ATTEST:

Janelle Shaver, City Clerk

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2018 ("Effective Date"), by and between the **WHEAT RIDGE SANITATION DISTRICT**, a Colorado quasi-governmental agency, (hereinafter referenced as "the District"), and the **CITY OF WHEAT RIDGE, COLORADO**, a Colorado municipal corporation (hereinafter referred to as "the City").

RECITALS

WHEREAS, the City of Wheat Ridge has completed plans and specifications providing for the reconstruction of 29th Avenue between Fenton Street and Kendall Street; and

WHEREAS, the Wheat Ridge Sanitation District owns and maintains sanitary sewer facilities underneath 29th Avenue between Fenton Street and Kendall Street; and

WHEREAS, said sanitary sewer facilities must be relocated to facilitate the reconstruction of 29th Avenue; and

WHEREAS, the placement and use of private and public utilities in the public right of way, including sanitary sewer, are subject to the regulations and requirements of the City; and

WHEREAS, the work and cost to install, maintain, or relocate utilities in the public right of way are the responsibility of the respective utility owner; and

WHEREAS, the parties agree that it is in the best interest of both for the City to include said relocation work under its roadway reconstruction contract, and for the District to reimburse the City in accordance with the terms of this agreement.

AGREEMENT

NOW THEREFORE, in consideration of the recitals, covenants, and promises herein set forth and other good and valuable consideration herein receipted for, the parties agree as follows:

- 1.0 **Reconstruction.** The City agrees to reconstruct the entirety of 29th Avenue between Fenton Street and Kendall Street. The reconstruction includes but is not limited to removal of the existing pavement, grading, base, concrete curb and gutter, asphalt surfacing, sidewalk, and boulevard restoration. The District consents to the City to relocate the District's sanitary sewer facilities as needed to facilitate the roadway construction as illustrated in **Exhibit A**.
- 2.0 **Construction Operations.** Street reconstruction and sanitary sewer work shall be performed by a qualified contractor (Contractor) retained by the City through a public bidding process under the requirements of the State of Colorado and the City of Wheat Ridge.
- 3.0 **Scope of Work.** Pursuant to this IGA, the Contractor shall perform said sewer and roadway construction work as illustrated in **Exhibit A**, and as set forth in the Scope of Work described in **Exhibit B**, and quantities provided in Paragraph 4.0,

and in accordance with the standards set forth in the contract between the Contractor and the City of Wheat Ridge.

- 4.0 Consideration. In exchange for the Contractor's services, The District shall pay the City in accordance with the following table. The table unit prices are actual unit bid prices. Payment shall be made in a lump sum within thirty (30) days following substantial completion and acceptance of the work by the City.

Sanitary Sewer Utility Work

Insert: Bid Schedule: Table of Quantities, Unit Prices, and Totals

- 5.0 Term. Terms of this Agreement shall remain in effect from the Effective Date until each party accepts the work and has paid its required cost share as set forth herein.
- 6.0 Liability. Each party shall be responsible for its own negligent acts. To the extent permitted by law, each party shall reimburse the other party for any costs, expenses or legal fees that either party may incur for any liability resulting from the negligent acts of the other party in its performance of its obligations under this Agreement.
- 7.0 Notices. Any notices required or permitted hereunder shall be sufficient if personally delivered or if sent by First Class U.S. mail, postage prepaid, addressed as follows:

Board of Directors
Wheat Ridge Sanitation District
7100 W. 44th Avenue, #104
Wheat Ridge, CO 80034

Public Works Director
City of Wheat Ridge
7500 W. 29th Avenue
Wheat Ridge, Colorado 80033

- 8.0 No Waiver of Immunity. Each party, its officers and its employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, or otherwise available to it, its officers and employees.
- 9.0 Amendments to Agreement. No changes, alterations or modifications to any of the provisions hereof shall be effective unless contained in a written agreement signed by all three parties.
- 10.0 Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto and shall supersede all prior contracts, proposals,

representations, negotiations and letters of intent, whether written or oral, pertaining to the subject matter of this Agreement.

- 11.0 Situs, Venue and Severability. The laws of the State of Colorado shall govern the interpretation, validity, performance and enforcement of this Agreement. For the resolution of any dispute arising hereunder, venue shall be in the Courts of the County of Jefferson, State of Colorado. If any provision of this Agreement shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.
- 12.0 Paragraph Headings. Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.
- 13.0 Binding Agreement. This Agreement shall be binding upon and for the benefit of the parties hereto, their successors and assigns.
- 14.0 ARTICLE X, SECTION 20/TABOR The parties understand and acknowledge that each of them is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, the obligations of each party are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the current fiscal period ending upon the next succeeding December 31. Financial obligations of each party payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of such party and other applicable law. Notwithstanding any other provision of this Agreement concerning termination or term, upon any party's failure to appropriate such funds, this Agreement shall automatically terminate. Each party agrees to provide the others with thirty (30) days' notice of its intent to fail to appropriate funds for purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF WHEAT RIDGE:

ATTEST:

WHEAT RIDGE, COLORADO, a Colorado
municipal corporation

By: _____
Janelle Shaver, City Clerk

By: _____
Bud Starker, Mayor

WHEAT RIDGE SANITATION DISTRICT:

ATTEST:

WHEAT RIDGE, COLORADO, a Colorado
quasi-governmental agency

By: _____

By: _____

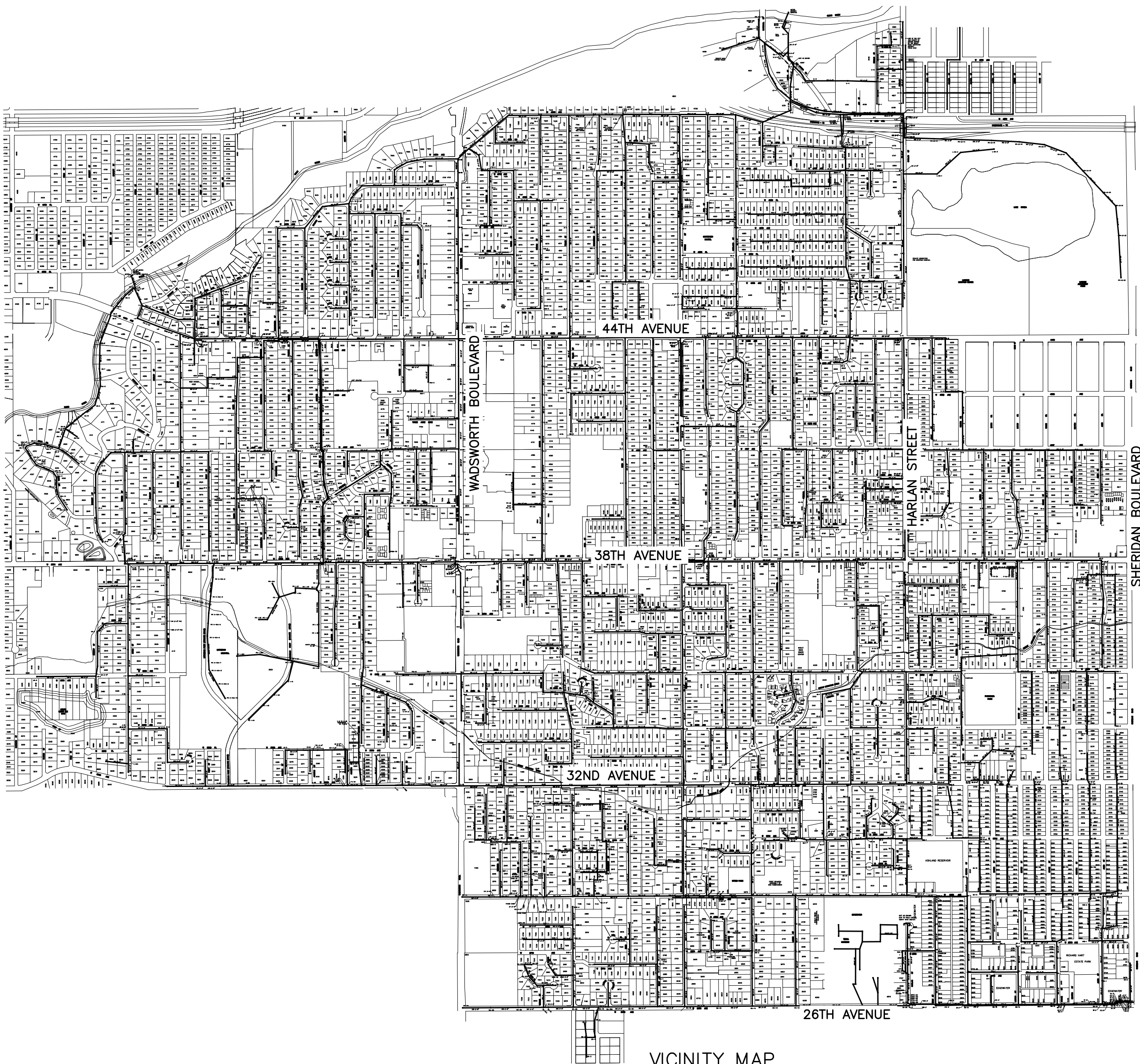
EXHIBIT A

(Insert Map and Construction Plans)

WHEAT RIDGE SANITATION DISTRICT 2018 CAPITAL IMPROVEMENTS WHEAT RIDGE, COLORADO

GENERAL NOTES:

- CAUTION: LOCATION OF EXISTING UTILITIES SHALL BE VERIFIED BY CONTRACTOR PRIOR TO DATE OF CONSTRUCTION. FOR INFORMATION CONTACT: UTILITY NOTIFICATION CENTER OF COLORADO (UNCC) 811. THE CONTRACTOR SHALL FIELD VERIFY SIZE, AND HORIZONTAL AND VERTICAL LOCATIONS OF EXISTING FACILITIES PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER AND CITY OF ANY DISCREPANCIES.
- ALL MATERIALS AND CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE WHEAT RIDGE SANITATION DISTRICT 2017 CAPITAL IMPROVEMENTS PROJECT MANUAL AND LATEST EDITION OF RULES AND REGULATIONS. IF A CONFLICT SHALL ARISE THEN THE MOST STRINGENT REQUIREMENT SHALL APPLY. ALL CONSTRUCTION SHALL BE SUBJECT TO DISTRICT OBSERVATION.
- CONTRACTOR SHALL SUBMIT A SCHEDULE TO THE CITY A MINIMUM OF 5 WORKING DAYS PRIOR TO THE NOTICE TO PROCEED. AN UPDATED SCHEDULE SHALL BE SUBMITTED EVERY TWO WEEKS.
- CONTRACTOR SHALL OBTAIN PERMITS AS NECESSARY INCLUDING THOSE LISTED IN THE SPECIFICATIONS. CONTRACTOR SHALL COORDINATE WITH DISTRICT TO REVIEW ALL PERMITS AND INCLUDE COSTS IN THE BID TO COMPLY WITH ALL PERMIT REQUIREMENTS. CONTRACTOR SHALL OBTAIN ALL PERMITS FOR STREET CUTS, UTILITY INTERFERENCES AND TRAFFIC CONTROL.
- CONTRACTOR AND SUBCONTRACTOR SHALL POSSESS A CURRENT LICENCE AND BE BONDED TO WORK WITHIN THE CITY OF WHEAT RIDGE.
- CONTRACTOR SHALL COMPLY WITH ALL PROVISIONS OF THE CITY OF WHEAT RIDGE WHEN WORKING WITHIN RIGHTS-OF-WAY UNDER THEIR JURISDICTION PARTICULARLY PERTAINING TO PAVEMENT REPLACEMENT, TRAFFIC CONTROL AND TRAFFIC BARRIERS.
- ALL TRENCHES SHALL BE ADEQUATELY SUPPORTED AND THE SAFETY OF WORKERS PROVIDED FOR AS REQUIRED BY THE MOST RECENT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) "SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION". THESE REGULATIONS ARE DESCRIBED IN SUBPART P, PART 1926 OF THE CODE OF FEDERAL REGULATIONS. SHEETING AND SHORING SHALL BE UTILIZED WHERE NECESSARY TO PREVENT ANY EXCESSIVE WIDENING OR SLOUGHING OF THE TRENCH WHICH MAY BE DETRIMENTAL TO HUMAN SAFETY, TO THE PIPE BEING PLACED, TO TREES, OR TO ANY EXISTING STRUCTURE WHERE EXCAVATIONS ARE MADE UNDER SEVERE WATER CONDITIONS. THE CONTRACTOR MAY BE REQUIRED TO USE AN APPROVED PILING INSTEAD OF SHEETING AND SHORING.
- NO COLD MIX OR ASPHALT MILLINGS WILL BE ALLOWED FOR TEMPORARY PATCH MATERIAL; ONLY HOT MIX ASPHALT, UNIQUE PAVING MATERIAL (UPM), OR HIGH PERFORMANCE COLD MIX (HPM) TYPE PATCHING WILL BE ALLOWED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT THE PATCH IS PROPERLY MAINTAINED AND IN A SAFE CONDITION AT ALL TIMES. PATCHES SHALL BE MILLED 2" BEYOND EACH SIDE OF THE TRENCH A DEPTH OF 2" AND PATCHED.
- OVERNIGHT TRENCHES WILL NOT BE ALLOWED. STREET CUTS SHALL BE PERMANENTLY PATCHED WITHIN 48 HOURS OF COMPLETION OF THAT SEGMENT OF THE PROJECT. STEEL PLATES MAY BE PLACED OVER THE TRENCH IN LIEU OF BACKFILL AND PATCHING. ALL CUTS IN COLLECTOR STREETS SHALL HAVE A PERMANENT PATCH IN PLACE PRIOR TO 3:30PM OF THE SAME DAY EXCAVATION WAS STARTED. NIGHT AND WEEKEND WORK IS NOT ALLOWED WITHOUT PRIOR APPROVAL FROM THE CITY.
- CONTRACTOR SHALL FOLLOW ALL APPLICABLE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REQUIREMENTS FOR CONFINED SPACE ENTRY AS NECESSARY FOR THIS PROJECT.
- IN ALL CASES, MAINTAIN TEN FEET HORIZONTAL DISTANCE BETWEEN WATER AND SANITARY SEWER.
- COMPACTION OF ALL TRENCHES MUST BE ATTAINED AND COMPACTION TEST RESULTS SUBMITTED TO THE ENGINEER AND THE CITY OF WHEAT RIDGE PRIOR TO FINAL ACCEPTANCE.
- AN INDEPENDENT TESTING FIRM IS REQUIRED TO PERFORM ALL REQUIRED MATERIAL SAMPLING AND TESTING AT THE COST OF THE CONTRACTOR. COPIES OF ALL TEST RESULTS SHALL BE FORWARDED TO THE CITY AS SOON AS THEY BECOME AVAILABLE.
- THE CONTRACTOR SHALL HAVE ONSITE AT ALL TIMES ONE (1) SIGNED COPY OF PLANS APPROVED BY THE DISTRICT, ONE COPY OF THE LATEST EDITION OF DISTRICT RULES AND REGULATIONS, AND THE 2017 CAPITAL IMPROVEMENTS PROJECT MANUAL.
- CONTRACTOR SHALL NOTIFY THE ENGINEER, AND WHEAT RIDGE SANITATION DISTRICT AT LEAST FORTY EIGHT (48) HOURS PRIOR TO THE START OF CONSTRUCTION. A PRE-CONSTRUCTION MEETING SHALL BE SCHEDULED WITH THE DISTRICT'S ENGINEERING INSPECTOR AT LEAST 24 HOURS PRIOR TO START OF WORK. THE CONTRACTOR SHALL NOTIFY THE CITY A MINIMUM OF 48 HOURS PRIOR TO THE PRE-CONSTRUCTION CONFERENCE.
- THE CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING EROSION AND SEDIMENT CONTROL MEASURES AT ALL TIMES DURING CONSTRUCTION. THE PLAN MAY BE MODIFIED WITH APPROPRIATE APPROVALS FROM THE CITY OF WHEAT RIDGE ENGINEERING DIVISION AS FIELD CONDITIONS WARRANT.
- ALL CONSTRUCTION ACTIVITIES MUST COMPLY WITH THE STATE OF COLORADO PERMITTING PROCESS FOR "STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY" AND ALL NPDES REGULATIONS. FOR INFORMATION, PLEASE CONTACT COLORADO DEPARTMENT OF HEALTH, WATER QUALITY CONTROL DIVISION, WQCD-PE-B2, 4300 CHERRY DRIVE SOUTH, DENVER, COLORADO 80222-1530. ATTENTION: PERMITS AND ENFORCEMENT SECTION. PHONE (303) 692-3500. CURRENT REGULATIONS REQUIRE A PERMIT FOR DISTURBANCE OF ONE (1) ACRE OR MORE OF SOIL.
- IF DEWATERING IS REQUIRED, A STATE CONSTRUCTION DEWATERING DISCHARGE PERMIT IS REQUIRED FOR DISCHARGES TO A STORM SEWER, CHANNEL, IRRIGATION DITCH, ANY STREET THAT IS TRIBUTARY TO THE AFOREMENTIONED FACILITIES, OR ANY WATERS OF THE UNITED STATES. CONTRACTOR IS RESPONSIBLE FOR DETERMINING IF A STATE CONSTRUCTION DEWATERING DISCHARGE PERMIT.
- THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN TO THE CITY FOR APPROVAL PRIOR TO OR WITH THE APPLICATION FOR THE PERMIT. THE TRAFFIC CONTROL PLAN SHALL INDICATE THE WORK ZONE, TEMPORARY TRAFFIC SIGNS, CHANNELIZING DEVICES, BARRICADES, AND PROPOSED WORKING HOURS. ALL TRAFFIC CONTROL DEVICES AND PROCEDURES MUST CONFORM TO PART VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. THE TRAFFIC CONTROL PLAN SHALL BE PREPARED BY A CERTIFIED TRAFFIC CONTROL SUPERVISOR. NO WORK SHALL BEGIN UNTIL ALL TRAFFIC CONTROL DEVICES HAVE BEEN PLACED IN ACCORDANCE WITH THE PLAN. THE CONTRACTOR SHALL CONTINUOUSLY MAINTAIN THE TRAFFIC CONTROL DEVICES FOR THE ENTIRE DURATION OF THE PROJECT OR UNTIL THE ROADWAY HAS BEEN OPENED AND THE PERMANENT TRAFFIC CONTROL DEVICES HAVE BEEN INSTALLED. UNLESS OTHERWISE DIRECTED, THE CONTRACTOR SHALL KEEP THE STREET OPEN TO ALL TRAFFIC IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN DURING THE PROGRESS OF THE WORK. ACCESS TO BUSINESSES AND RESIDENCES SHALL BE MAINTAINED AT ALL TIMES. THE CONTRACTOR SHALL SCHEDULE THE WORK SO THAT ONLY ONE LANE IS DENIED TO TRAFFIC AT ANY TIME. STREET CLOSURES ARE STRONGLY DISCOURAGED, HOWEVER WHEN ABSOLUTELY NECESSARY, THE CITY'S PUBLIC WORKS DIRECTOR MUST PRE-APPROVE THE DETOUR PLAN. DETOURS WILL NOT BE ALLOWED ONTO LOCAL OR COLLECTOR STREETS. THE CITY RESERVES THE RIGHT TO DISALLOW ANY LANE OR STREET CLOSURES.
- REPAIR OF ANY DAMAGE TO EXISTING IMPROVEMENTS OR LANDSCAPING IS THE RESPONSIBILITY OF THE CONTRACTOR.
- WHEN AN EXISTING ASPHALT STREET IS CUT, THE STREET MUST BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN ITS ORIGINAL CONDITION. THE EXISTING STREET CONDITION SHALL BE DOCUMENTED BY THE CITY OF WHEAT RIDGE CONSTRUCTION INSPECTOR BEFORE ANY CUTS ARE MADE. PATCHING SHALL BE COMPLETED IN CONFORMANCE WITH THE CITY OF WHEAT RIDGE STANDARDS. THE FINISHED PATCH SHALL BLEND SMOOTHLY INTO THE EXISTING SURFACE. ALL LARGE PATCHES SHALL BE PAVED WITH AN ASPHALT LAY-DOWN MACHINE. IN STREETS WHERE MORE THAN ONE CUT IS MADE, AN OVERLAY OF THE ENTIRE STREET WIDTH, INCLUDING THE PATCHED AREAS, MAY BE REQUIRED. THE DETERMINATION OF NEED FOR A COMPLETE OVERLAY SHALL BE MADE BY THE CITY OF WHEAT RIDGE ENGINEER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGES AS THE RESULT OF CONSTRUCTION AND/OR CONSTRUCTION TRAFFIC. IN ADDITION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THESE STREETS ON A DAILY BASIS TO ASSURE THAT THEY ARE FREE OF CONSTRUCTION DEBRIS AND TRACKING FROM CONSTRUCTION TRAFFIC. THE CITY STORM WATER MANAGER MAY ISSUE A STOP WORK ORDER IF PROPER EROSION CONTROL MEASURES ARE NOT IMPLEMENTED OR MAINTAINED.
- ALL DAMAGED EXISTING CURB, GUTTER AND SIDEWALK SHALL BE REPAIRED PRIOR TO ACCEPTANCE OF COMPLETED IMPROVEMENTS.
- PAVEMENT MARKINGS REMOVED BY CONSTRUCTION SHALL BE TEMPORARY TABBED UNTIL PERMANENT RESTORATION TAKES PLACE. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE TRAFFIC DEPARTMENT TO RESTORE PAVEMENT MARKINGS IN ACCORDANCE WITH CITY SPECIFICATIONS.
- CONTRACTOR SHALL REMOVE AND REPLACE ALL EXISTING FENCING DISTURBED BY CONSTRUCTION ACTIVITIES ALONG ENTIRE PIPELINE ROUTE, WHETHER OR NOT IDENTIFIED ON DRAWINGS. REPLACEMENT FENCING SHALL IDENTICALLY MATCH THE ORIGINAL FENCE.



VICINITY MAP
SCALE: 1"=1000'

GENERAL NOTES (CONT'D):

- CONTRACTOR MUST TAKE ALL PRECAUTIONS NECESSARY WHEN WORKING AROUND EXISTING OVERHEAD ELECTRIC LINES TO PREVENT DAMAGE BY CONSTRUCTION CREW. SHOULD CONTRACTOR DAMAGE ELECTRIC FACILITIES, HE MUST CONTACT UTILITY OWNER, WHO WILL REPAIR THE FACILITIES, WITH CONTRACTOR LIABLE FOR ALL ASSOCIATED COSTS.
- CONTRACTOR SHALL AT ALL TIMES TAKE PRECAUTIONS FOR PROTECTION OF EXISTING PUBLIC AND PRIVATE INSTALLATIONS THAT MAY BE ENCOUNTERED DURING CONSTRUCTION. ANY DAMAGED INSTALLATIONS, PUBLIC OR PRIVATE, SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE TO ORIGINAL OR BETTER CONDITION.
- THE TYPE, SIZE, LOCATION AND NUMBER OF ALL KNOWN UNDERGROUND UTILITIES ARE APPROXIMATE WHEN SHOWN ON THE DRAWINGS. MUCH OF THE EXISTING LOCATIONS ARE TAKEN FROM MAPS SHOWING OLDER CONSTRUCTION, AND THEREFORE MAY ONLY BE AN APPROXIMATION OF THE ACTUAL LOCATION. MANY OF THE DEPTHS MAY NOT BE ACCURATE DUE TO IMPROVEMENTS; SOME OF THE LINES MAY BE SHALLOWER. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES ALONG THE ROUTE OF THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR UNKNOWN
- PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION, THE CONTRACTOR SHALL CONTACT ALL UTILITIES TO COORDINATE SCHEDULES. IMPROVEMENTS WITHIN PROXIMITY TO EXISTING SYSTEMS WILL REQUIRE PLANNING AND PRE-CONSTRUCTION MEETINGS WITH THE RESPECTIVE UTILITY DISTRICT.
- CONTRACTOR SHALL NOTIFY ALL THE ADJACENT RESIDENTS OF THE PROJECT WHICH SHALL INCLUDE THE CONTRACTOR AND DISTRICT CONTACT INFORMATION.
- CONTRACTOR SHALL NOTIFY ALL RESIDENTS IN WRITING AT LEAST 48 HOURS PRIOR TO ANY SHUT-OFF IN SERVICE. THE NOTICES MUST HAVE CONTRACTOR'S PHONE NUMBER AND NAME OF CONTACT PERSON, AND EMERGENCY PHONE NUMBER FOR AFTER HOUR CALLS. ALL SHUTOFF'S MUST BE APPROVED BY THE ENGINEER.
- ALL WORK, INCLUDING CORRECTION WORK, SHALL BE INSPECTED BY CITY OF WHEAT RIDGE OR DISTRICT REPRESENTATIVE WHO SHALL HAVE THE AUTHORITY TO HALT CONSTRUCTION WHEN STANDARD CONSTRUCTION PRACTICES ARE NOT BEING ADHERED TO.
- THE CONTRACTOR SHALL WARRANT ALL WORK TO BE FREE FROM DEFECTS IN WORKMANSHIP AND MATERIALS FOR A PERIOD OF ONE-YEAR FROM THE DATE OF ACCEPTANCE INTO THE WARRANTY PERIOD OF ALL CONSTRUCTION CALLED FOR BY THE PROJECT DOCUMENTS AND IF APPLICABLE.
- CONTRACTOR SHALL REGULARLY PATROL THE PUBLIC LANDS ADJACENT TO THE DEVELOPMENT, REMOVE CONSTRUCTION DEBRIS AND KEEP CLEAN AND SAFE.
- UNLESS OTHERWISE SPECIFIED, WORK IS RESTRICTED TO THE HOURS OF 7:00 AM - 5:00PM.
- THE CONTRACTOR SHALL FURNISH THE DISTRICT WITH A SET OF RECORD PLANS PRIOR TO ENTERING INTO THE ONE-YEAR WARRANTY PERIOD. THESE PLANS SHALL SHOW LOCATION OF FITTINGS, PIPE SIZE, PIPE LENGTH, PIPE MATERIAL AND MANHOLES.
- THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS AT AND ADJACENT TO THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
- THE DUTY OF THE CITY/DISTRICT/ENGINEER TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES IN, ON OR NEAR THE CONSTRUCTION SITE.
- PROPERTY LINES SHOWN ON DRAWINGS ARE TAKEN FROM CITY GIS MAPPING, AND ARE ONLY APPROXIMATE. CONTRACTOR SHALL VERIFY PROPERTY LINES AND ROW AND REMAIN WITHIN PUBLIC WAYS OR EASEMENTS FOR THE PROJECT.
- CONTRACTOR SHALL PERFORM BYPASS PUMPING AND MAINTAIN CONTINUOUS SEWER SERVICE TO ALL RESIDENTS DURING ALL REPAIRS, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

LEGEND

EXISTING		PROPOSED
---	PROPERTY LINE	---
---	EASEMENT	---
---	CURB & GUTTER	---
---	HANDICAP RAMPS	---
○	MANHOLE	●
---	STORM SEWER	---
□	INLET	■
---	SANITARY SEWER	---
○	CLEANOUT	○
---	WATER LINE	---
⊗	WATER VALVE	⊗
○	FIRE HYDRANT	○
---	GAS LINE	---
---	DRIVE	---
---	UTILITY CROSSING	---

Sheet List Table

Sheet Number	Sheet Title
SS1	COVER SHEET
SS2	PLAN & PROFILE
SS3	SF-5C TO SF-4
SS4	DETAILS
SS5	DETAILS



UNCC
UTILITY NOTIFICATION
CENTER OF COLORADO



811
Know what's below.
Call before you dig.

CALL 811 2-BUSINESS DAYS IN ADVANCE
BEFORE YOU DIG, GRADE OR EXCAVATE FOR
MARKING OF UNDERGROUND MEMBER UTILITIES

MARTIN/MARTIN ASSUMES NO RESPONSIBILITY FOR UTILITY LOCATIONS. THE UTILITIES SHOWN ON THIS DRAWING HAVE BEEN PLOTTED FROM THE BEST AVAILABLE INFORMATION. IT IS, HOWEVER, THE CONTRACTORS RESPONSIBILITY TO FIELD VERIFY THE SIZE, MATERIAL, HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

WHEAT RIDGE SANITATION DISTRICT
2018 CAPITAL IMPROVEMENTS PROJECT

No.	Issue / Revision	Date	Name

Job Number	17456.C.32
Project Manager	B. WILLIS
Design By	T. STEVENS
Drawn By	S. PEARSON
Principal in Charge	B. WILLIS

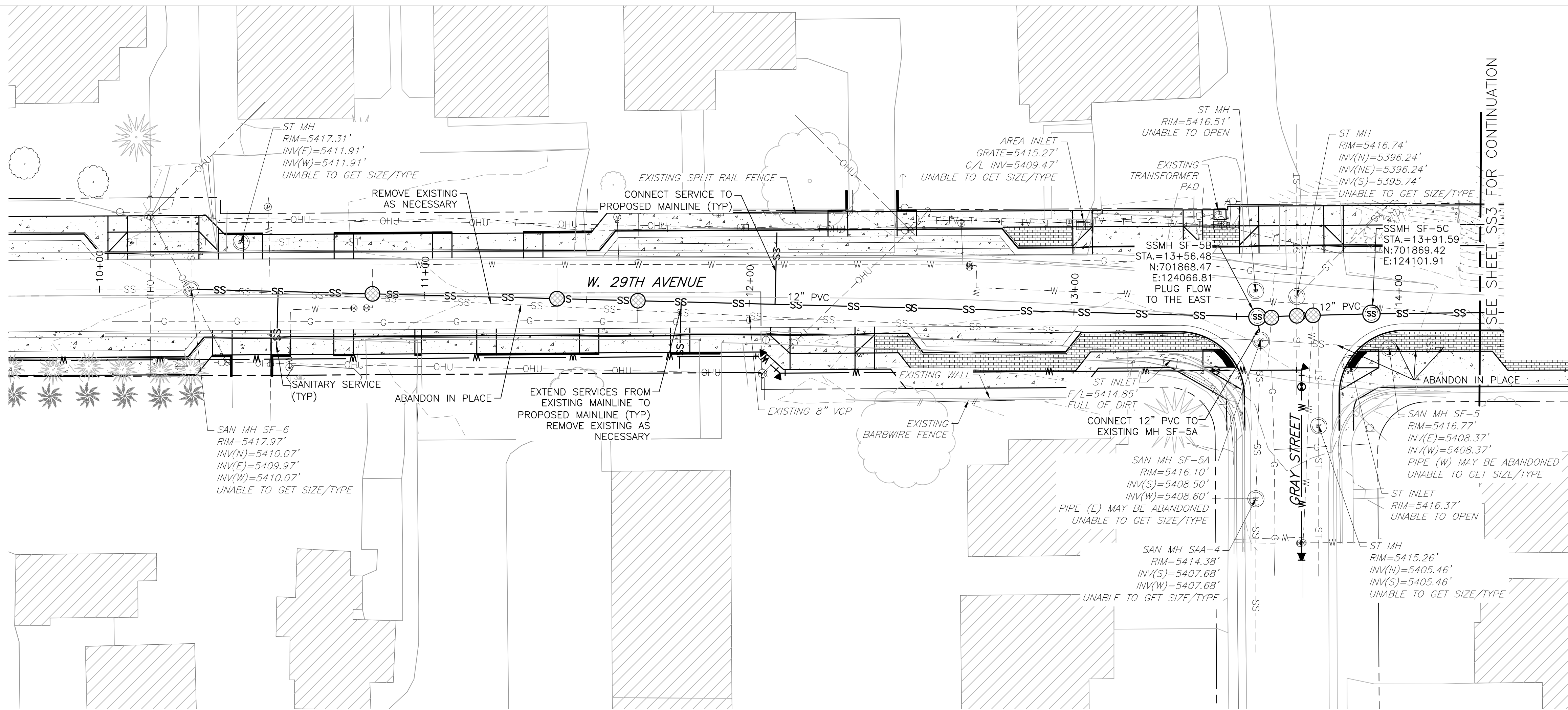
Sheet Number:

SS1

COVER

FOR REV



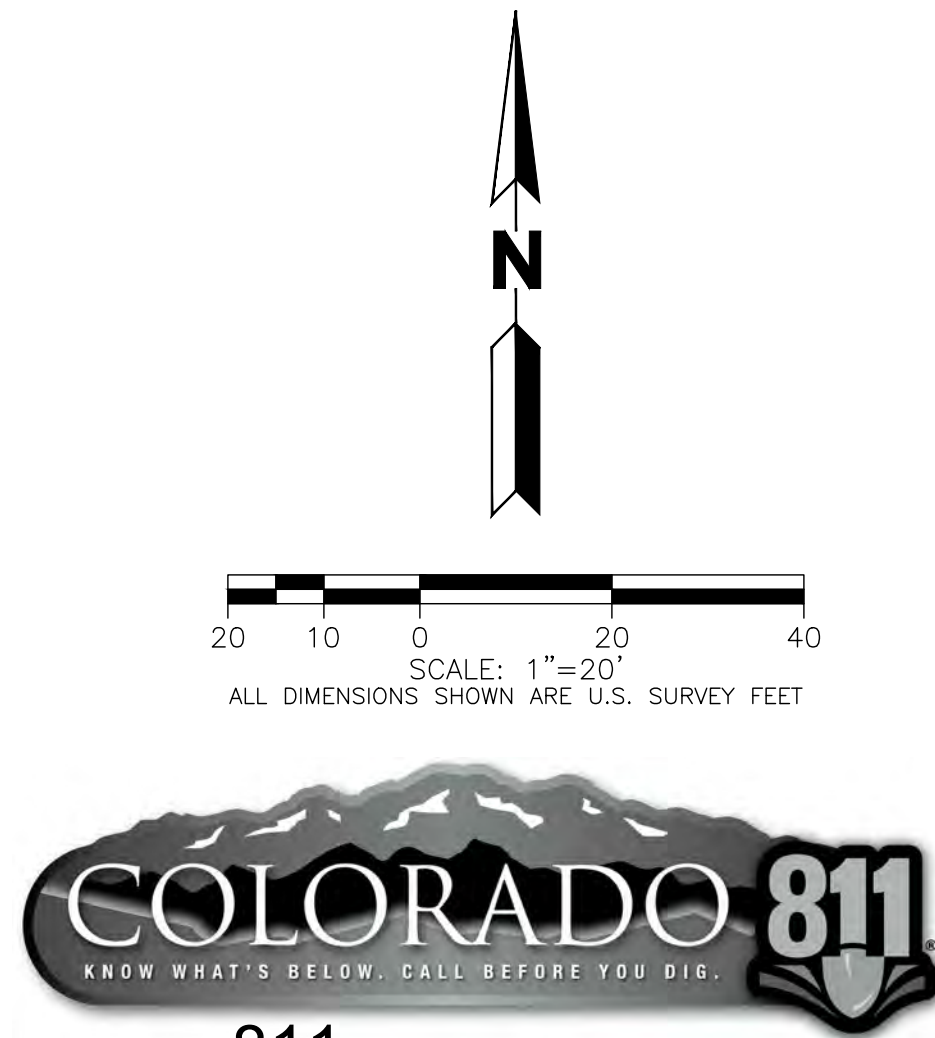
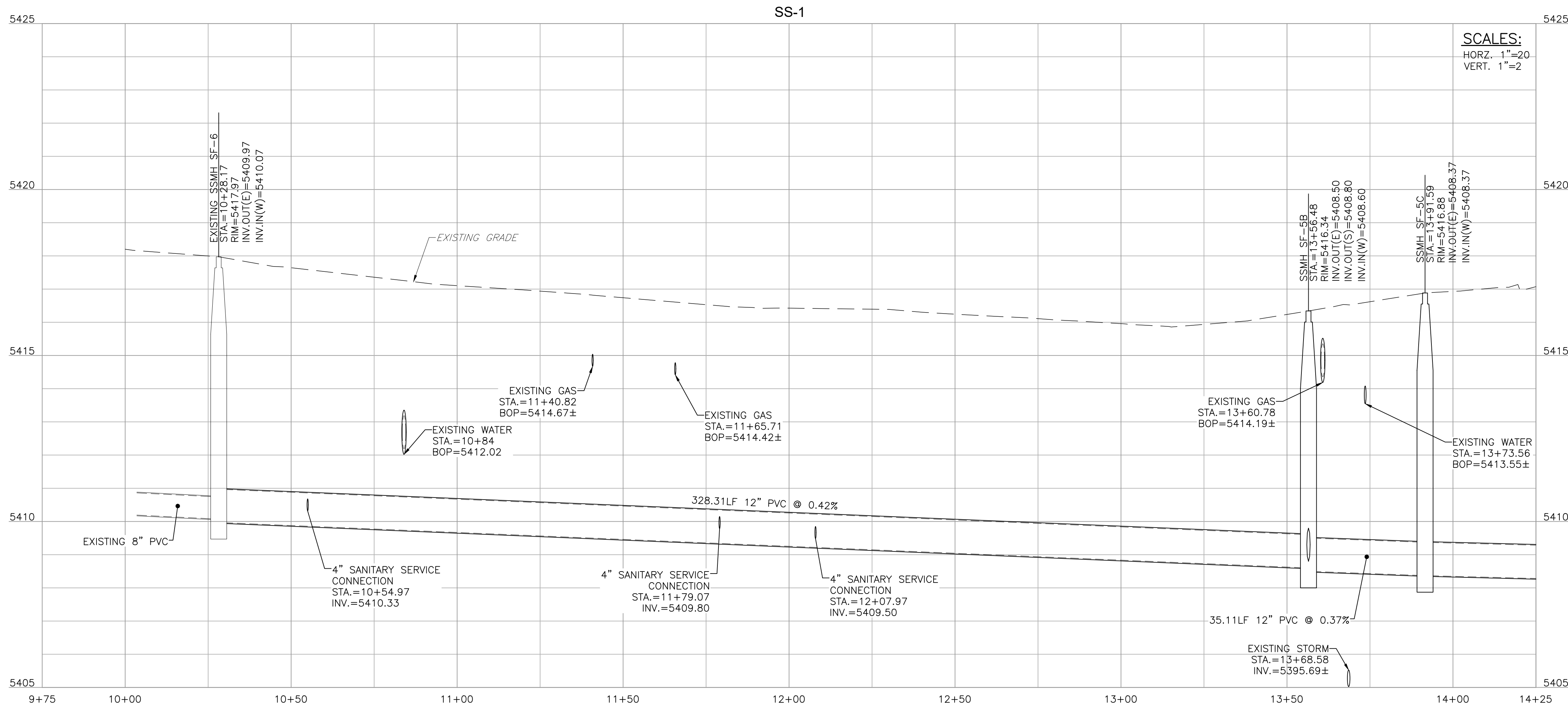


NOTES

- CONTRACTOR SHALL VERIFY LOCATION (HORIZONTALLY & VERTICALLY) OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. NOTIFY ENGINEER OF ANY DISCREPANCIES.
- CONTRACTOR SHALL PROVIDE ACCESS TO DRIVEWAYS AND NEIGHBORHOOD INGRESS/EGRESS AT ALL TIMES.
- IF DAMAGED, CONTRACTOR SHALL RESTORE LANDSCAPING (SOD, GRASS, SHRUBS, BUSHES, FENCING, EDGING, TIMBERS, STONE, GRAVEL, DRIVEWAYS, MAILBOXES, ETC.) TO EXISTING CONDITIONS OR BETTER AND TO THE SATISFACTION OF THE ENGINEER AND HOMEOWNER. CONTRACTOR SHALL PROTECT EXISTING TREES/SHRUBS BY ALL MEANS NECESSARY. CONTRACTOR TO COORDINATE WITH ENGINEER AND HOMEOWNER TO DISCUSS LANDSCAPING THAT WILL REQUIRE REMOVAL FOR CONSTRUCTION OF SANITARY SEWER AND SERVICES PRIOR TO CONSTRUCTION, IF NECESSARY.
- SERVICES AS SHOWN ON THIS PLAN ARE NOT ALL INCLUSIVE AND CONTRACTOR IS RESPONSIBLE FOR CONNECTION OF ALL SANITARY SEWER SERVICES TO NEW MAIN AS SHOWN ON THIS PLAN OR NOT.
- MARTIN/MARTIN ASSUMES NO RESPONSIBILITY FOR UTILITY LOCATIONS. THE UTILITIES SHOWN ON THIS DRAWING HAVE BEEN PLOTTED FROM THE BEST AVAILABLE INFORMATION. IT IS, HOWEVER, THE CONTRACTORS RESPONSIBILITY TO FIELD VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.
- REPAIR IS LOCATED IN CITY OF WHEAT RIDGE. THE CONTRACTOR IS REQUIRED TO COORDINATE DIRECTLY WITH THE CITY OF WHEAT RIDGE FIELD SUPERVISOR, RUSS HIGGINS (303-235-2869), CONCERNING TIMING OF THIS REPAIR. THE CITY OF WHEAT RIDGE PLANS TO RE-PAVE THIS AREA APPROXIMATELY JULY 2018. BIDS AND CONSTRUCTION TIMELINE SHALL TAKE THIS INTO ACCOUNT.
- BYPASSING FROM THE UPSTREAM TO DOWNSTREAM MANHOLE OR AN ALTERNATE PLAN SHALL BE SUBMITTED TO THE ENGINEER FOR BYPASSING NEEDS.

ABANDONMENT NOTES:

- ABANDON EXISTING MAINLINES BY CAPPING THE ENDS.
- ABANDON EXISTING MANHOLE SF-5 BY REMOVING THE TOP 3' OF THE MANHOLE AND FILLING WITH SAND OR FLOWFILL.



CALL 811 2-BUSINESS DAYS IN ADVANCE
BEFORE YOU DIG, GRADE OR EXCAVATE FOR
MARKING OF UNDERGROUND MEMBER UTILITIES

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WHEAT RIDGE SANITATION DISTRICT
2018 CAPITAL IMPROVEMENTS PROJECT

No.	Issue / Revision	Date	Name

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Principal in Charge	B. WILLIS

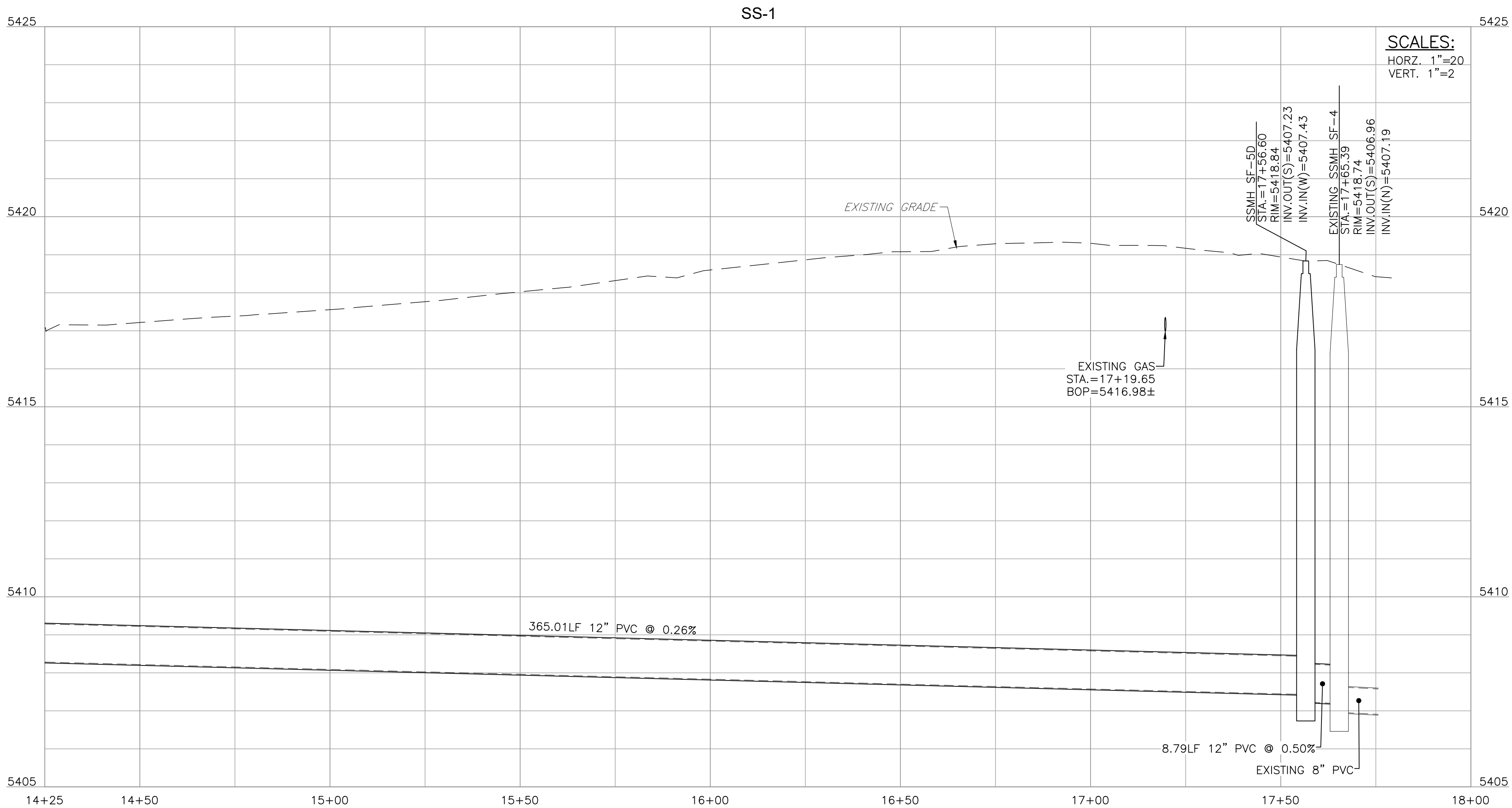
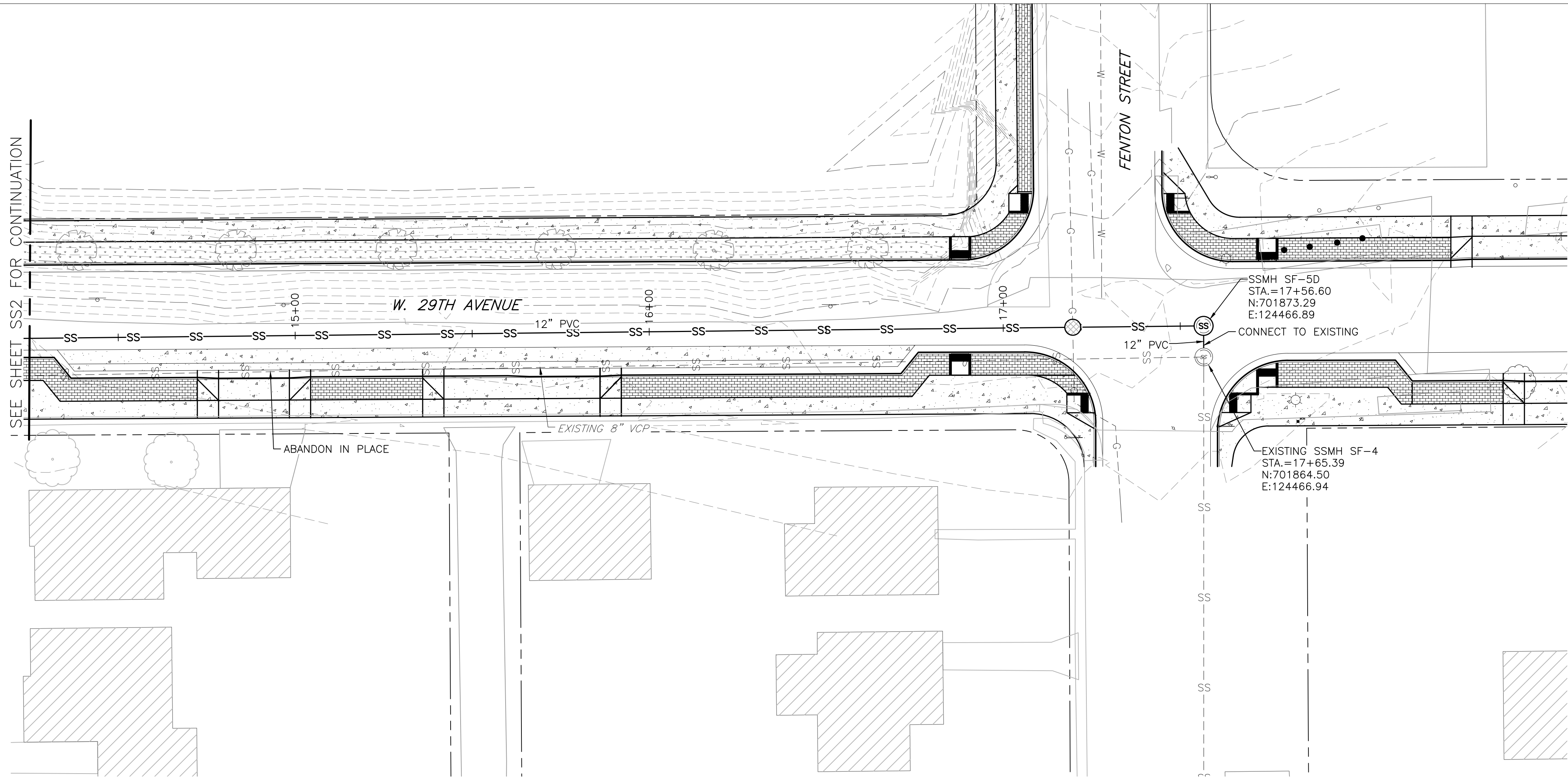
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SS2



PLAN & PROFILE

FOR REVIEW

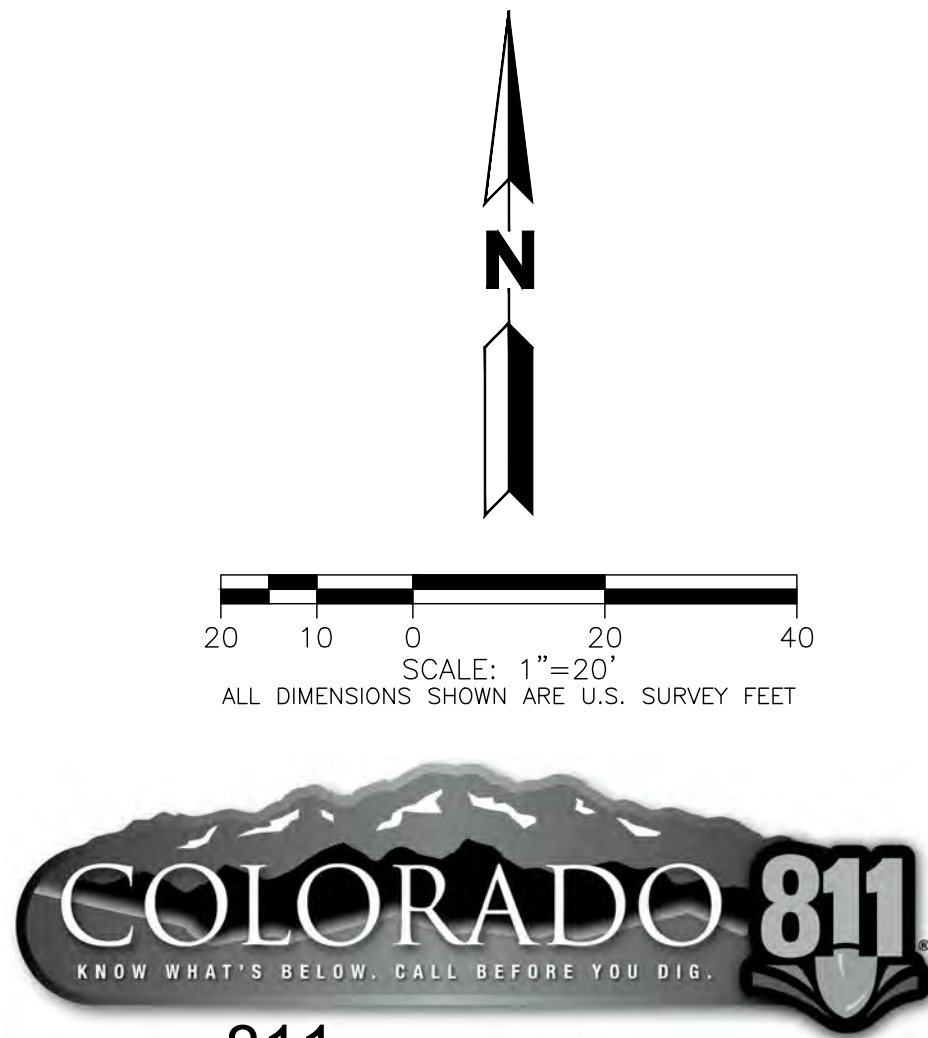


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WHEAT RIDGE SANITATION DISTRICT
2018 CAPITAL IMPROVEMENTS PROJECT

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Project Manager	B. WILLIS
Design By	T. STEVENS
Drawn By	S. PEARSON
Principal in Charge	B. WILLIS

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Sheet Number:

SS3



SF-5C TO SF-4

FOR REVIEW

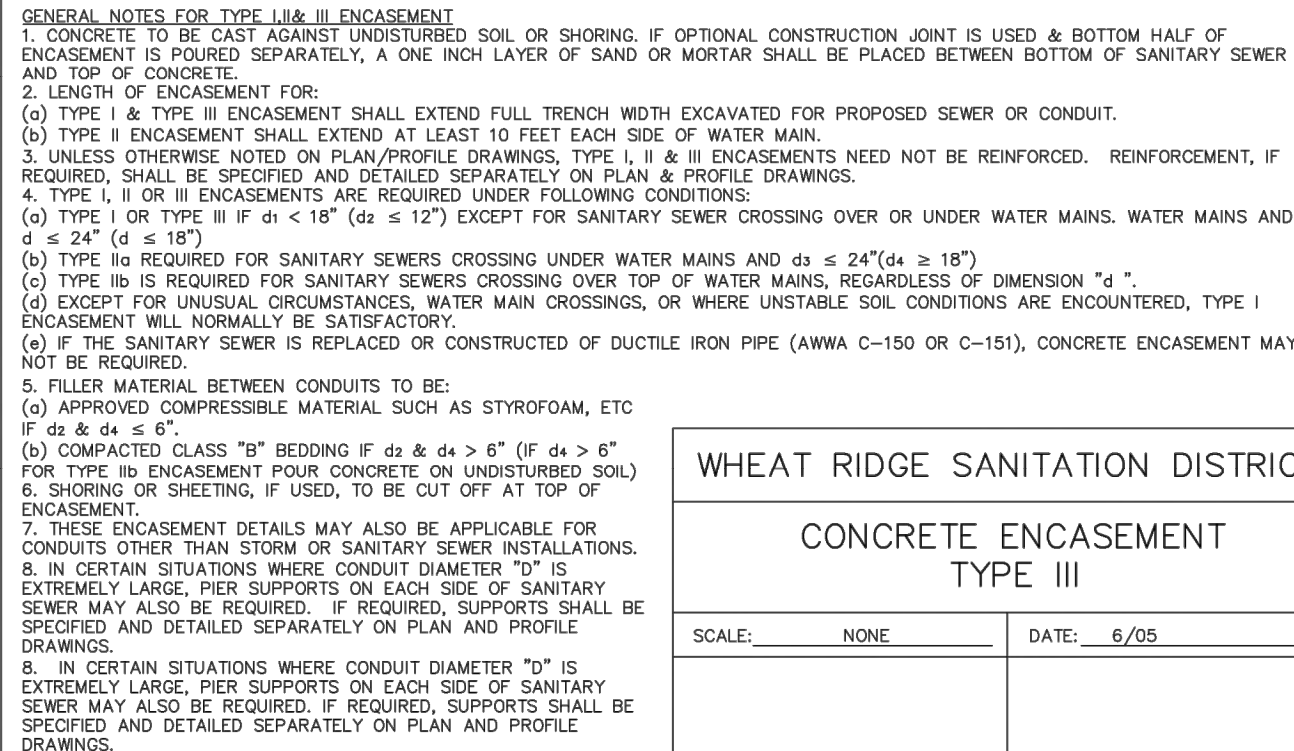


1. ALTERNATE DESIGN COULD UTILIZE GRAVEL FILLED BAGS.



THIS METHOD OF INLET PROTECTION IS APPLICABLE WHERE HEAVY CONCENTRATED FLOWS ARE EXPECTED, BUT NOT WHERE PONDING AROUND THE STRUCTURE MIGHT CAUSE EXCESSIVE INCONVENIENCE OR DAMAGE TO ADJACENT STRUCTURES AND UNPROTECTED AREAS.

1. ALTERNATE DESIGN COULD UTILIZE GRAVEL-FILLED BAGS.



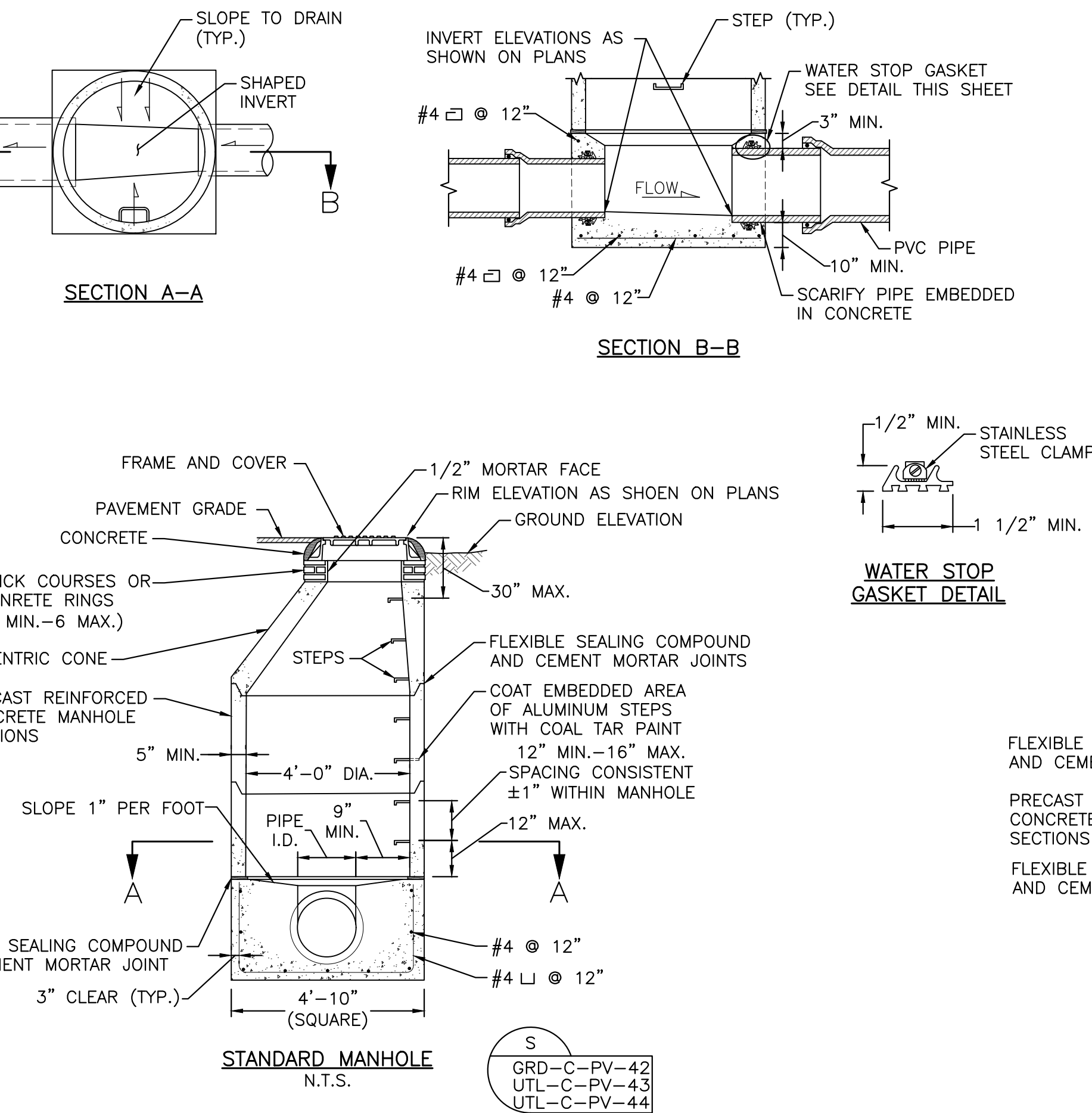
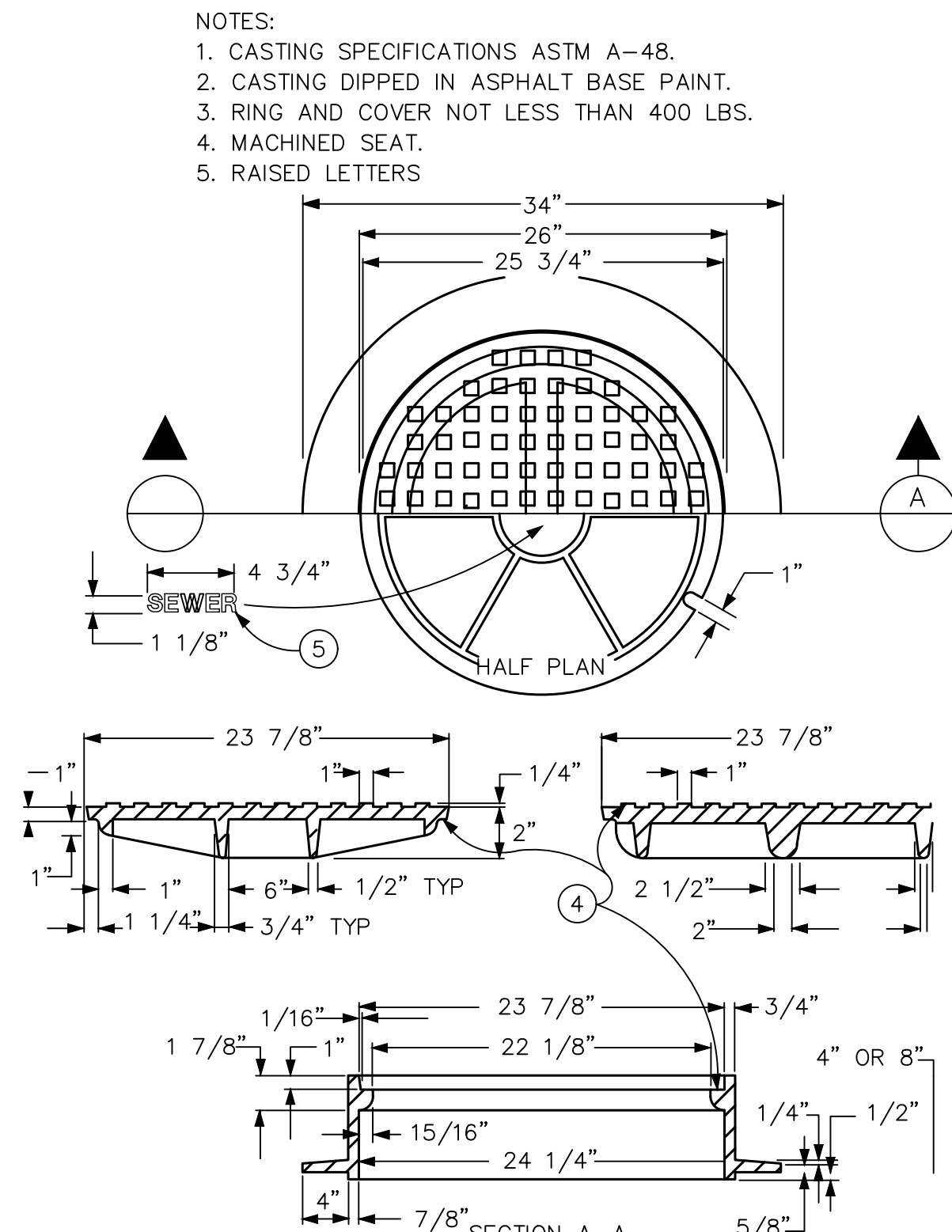
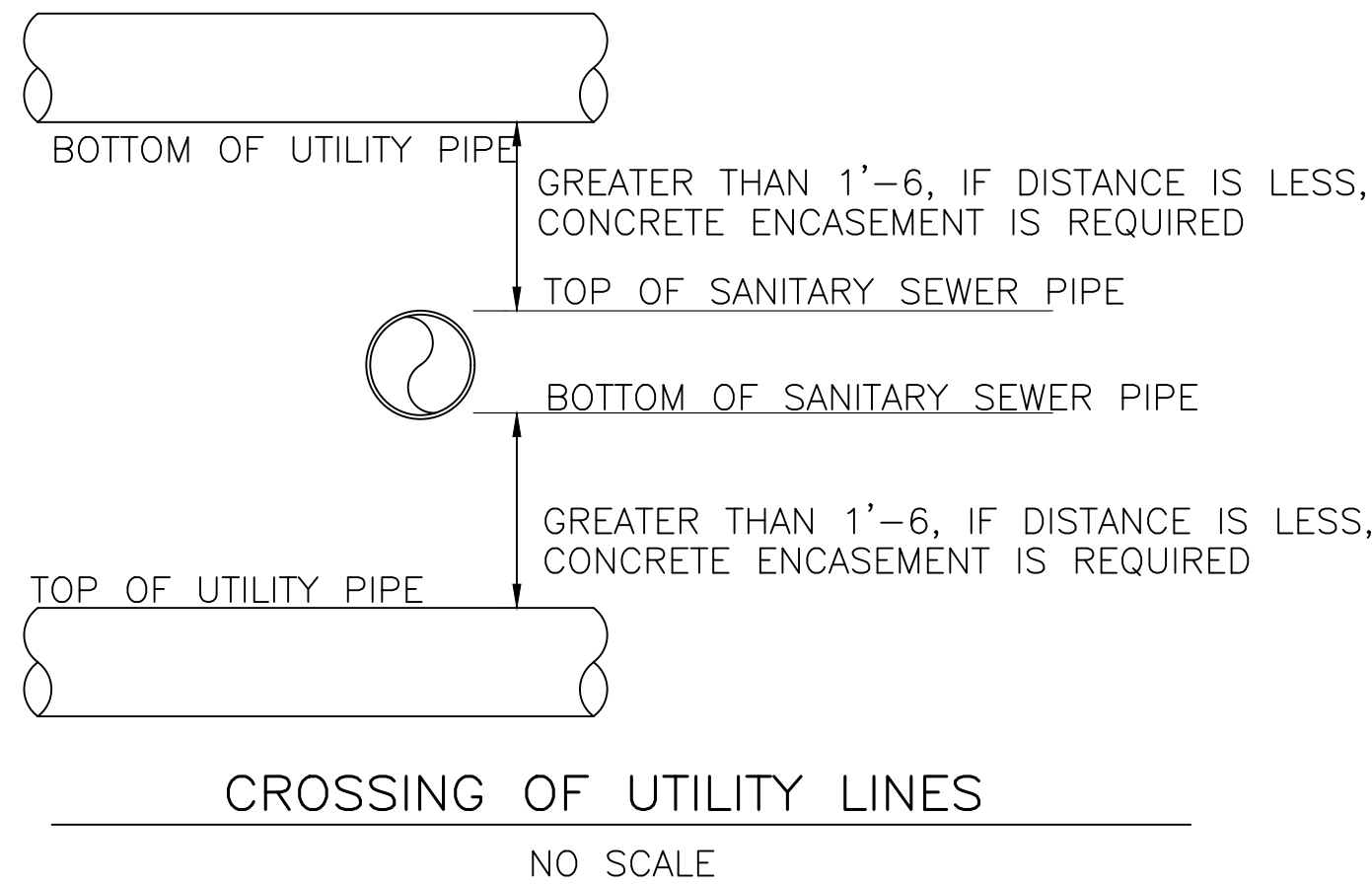
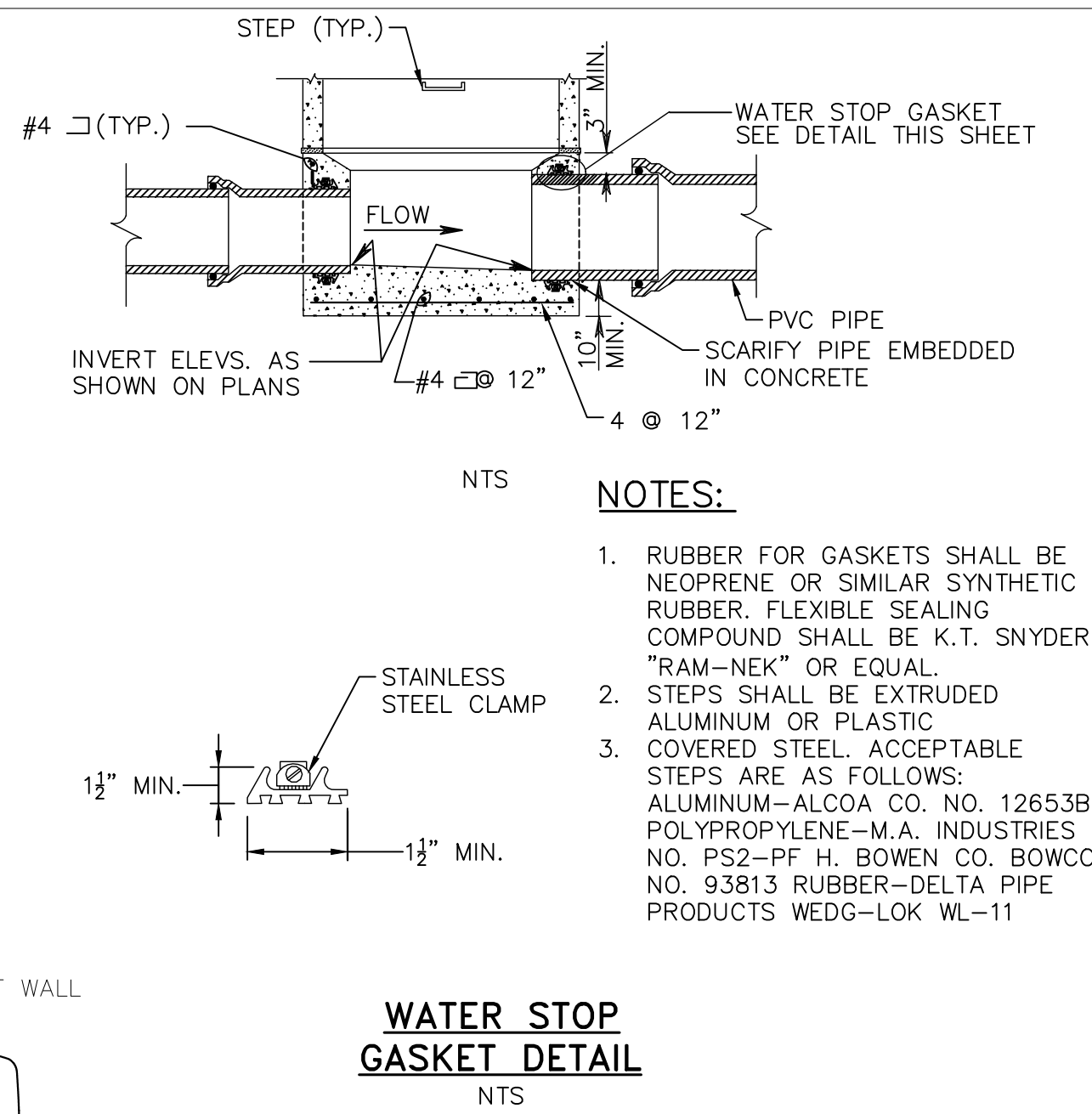
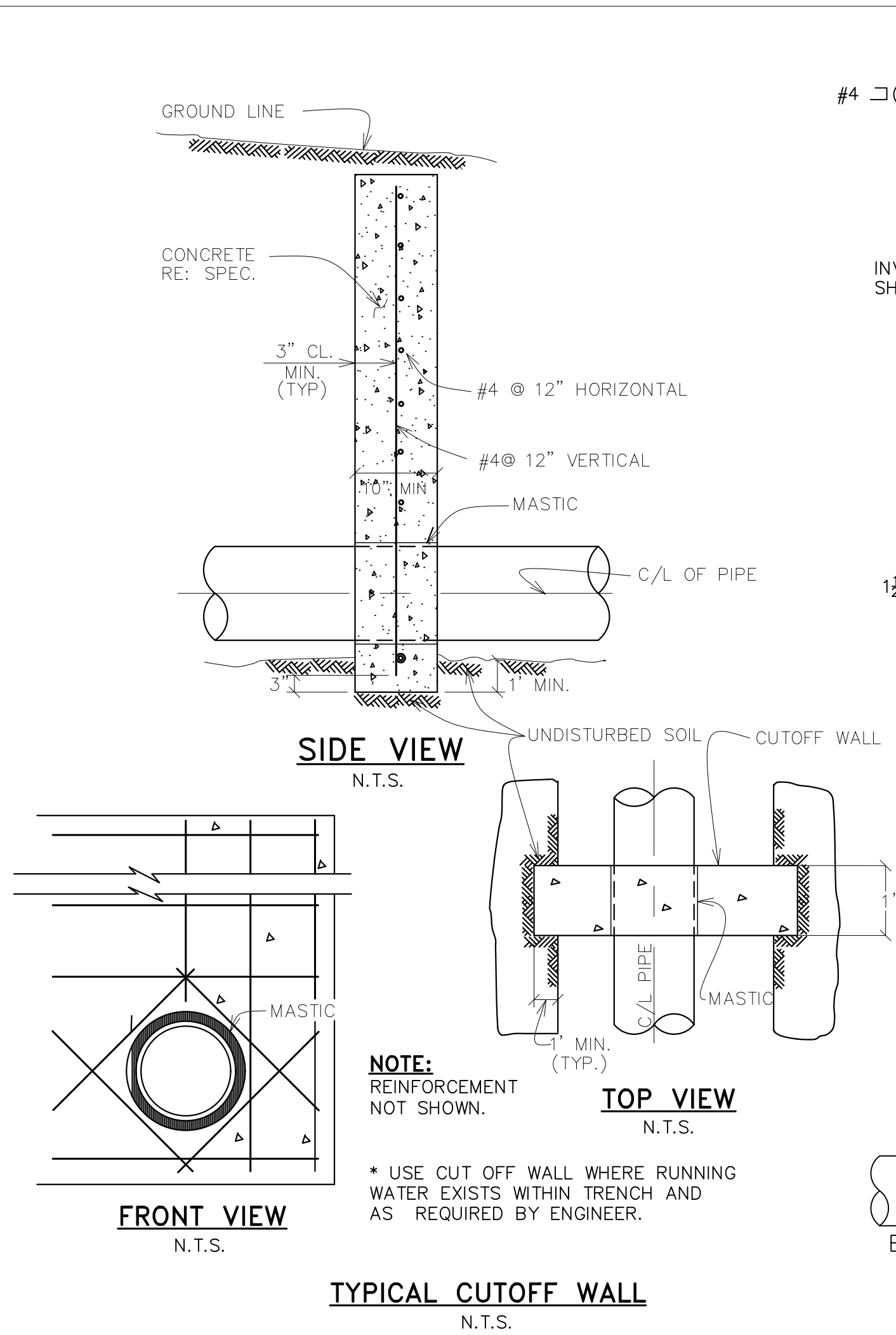
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APPROVED BY: SN APPROVE DATE: 10/2016

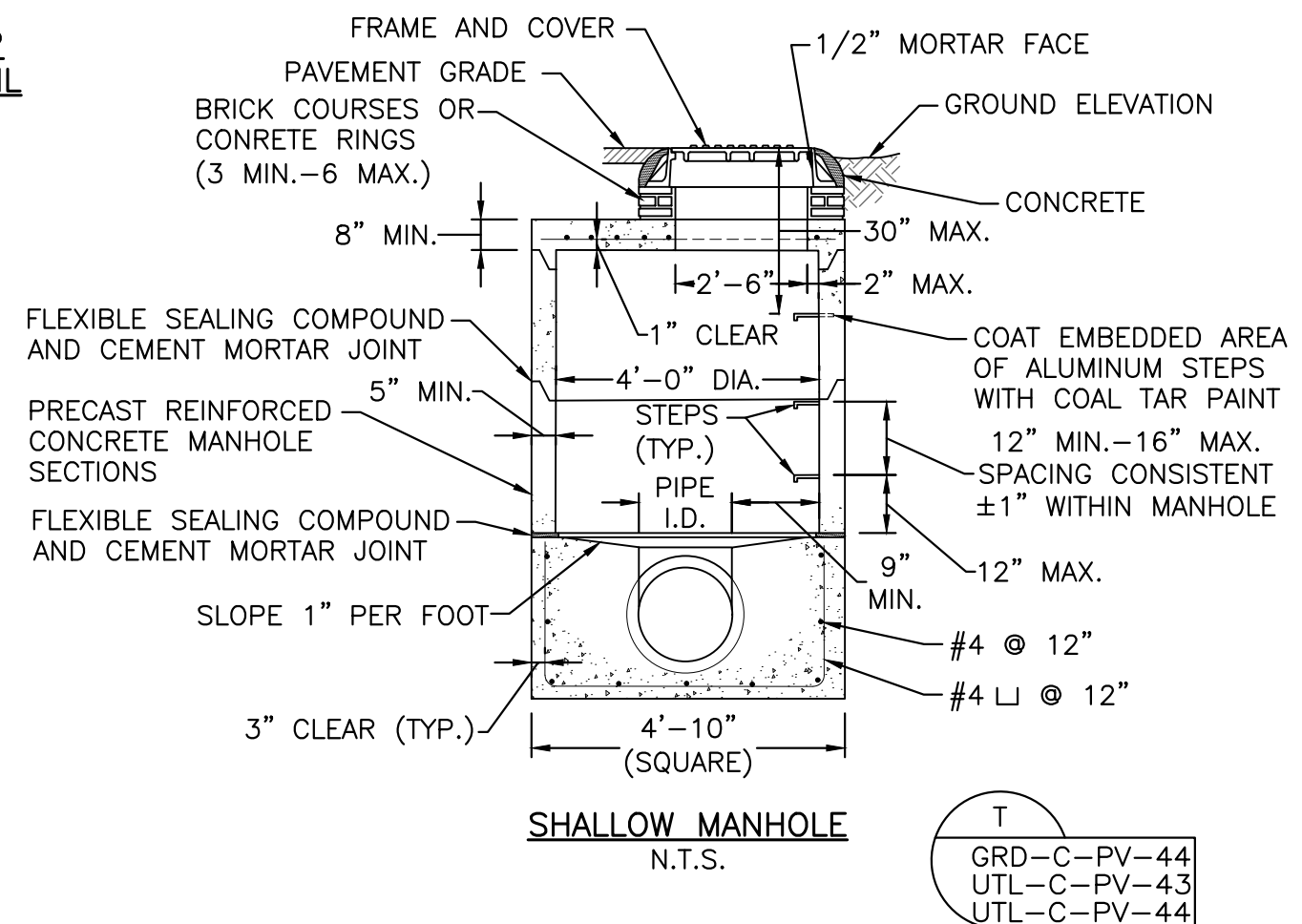
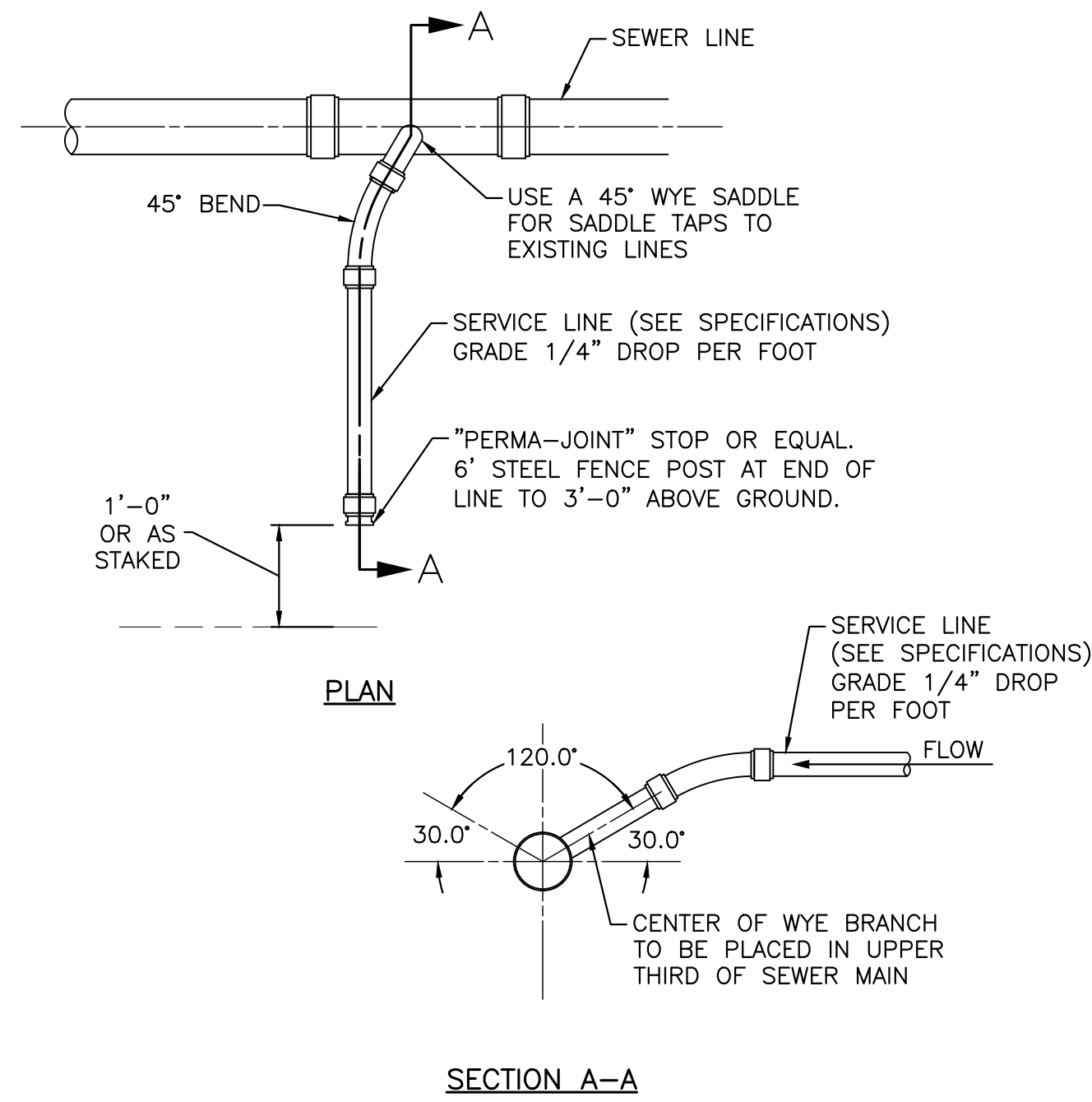
DETAIL
CODE

S

PLOT DATE: Thursday, June 07, 2018 3:56:49 PM BY: EBERNAL
DRAWING LOCATION: C:\SPECIAL DISTRICTS\170633-Wheat Ridge Sanitation District\SUB-06\CP\170633.C.04 WBSD 2018 Sanitary Sewer Improvements\PLANS\CD\W. 29TH AVE\SS4 DETAILS.dwg



STANDARD MANHOLE DETAILS
NOT TO SCALE
M/M 2009



WHEAT RIDGE SANITATION DISTRICT
2018 CAPITAL IMPROVEMENTS PROJECT

No.	Issue / Revision	Date	Name

Job Number	17456.C.32
Project Manager	B. WILLIS
Design By	T. STEVENS
Drawn By	S. PEARSON
Principal in Charge	B. WILLIS

Sheet Number:

SS5

DETAILS

FOR REVIEW

MARTIN/MARTIN
CONSULTING ENGINEERS
3300 WEST COLfax AVENUE, LAKEWOOD, COLORADO 80215
303.331.5100 MARTINMARTIN.COM

EXHIBIT B

Scope of Work

(Provide and Insert Description of the Work)

EXHIBIT B

PROJECT: W. 29TH AVE. SANITARY SEWER RE-ALIGNMENT
PROJECT NO: 17.0633.C.04
DATE: October 8th, 2018

OWNER: WHEAT RIDGE SANITATION DISTRICT
7100 WEST 44TH AVENUE, SUITE 104
WHEAT RIDGE, COLORADO 80033
(303) 424-7252

ENGINEER: MARTIN/MARTIN, INC.
12499 WEST COLFAX AVENUE
LAKEWOOD, COLORADO 80215
(303) 431-6100

The principal work to be provided under this agreement shall meet Wheat Ridge Sanitation District's Rules, Regulations, and Standards and shall consist of the abandonment of approximately 750 linear feet of existing 8" sanitary main, installation of approximately 750 linear feet of proposed 12" sanitary main, construction of three 4' diameter eccentric cone manholes, connections to existing sanitary manholes, and auxiliary items including excavation, bypass pumping (if required), bedding, compaction, replacement of appurtenances thereto, etc. Principal work is located within the City of Wheat Ridge, Colorado.

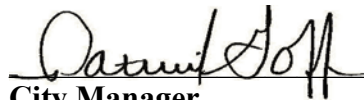
REQUEST FOR CITY COUNCIL ACTION

TITLE: RESOLUTION NO. 72-2018 – A RESOLUTION ACCEPTING THE RESIGNATION OF COUNCILMEMBER MONICA DURAN AND THANKING HER FOR HER CONTRIBUTIONS TO THE CITY OF WHEAT RIDGE

- ☐ PUBLIC HEARING
☐ BIDS/MOTIONS
☒ RESOLUTIONS

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

QUASI-JUDICIAL:

☐ YES☒ NO
City Manager**ISSUE:**

Councilmember Monica Duran was elected to the Colorado House of Representatives on November 6, 2018 to represent Colorado in House District 24. Ms. Duran tendered her resignation to the Mayor and City Council on November 18, 2018, with an effective date of December 31, 2018.

PRIOR ACTION:

None

FINANCIAL IMPACT:

None

BACKGROUND:

Ms. Duran was elected as a District I City Councilmember in November 2015. Monica also served on the Wheat Ridge Planning Commission, the Wheat Ridge Carnation Festival Board, represented the City on the Colorado Municipal League Policy Committee and was involved with Wheat Ridge Partnered in Faith.

RECOMMENDED MOTION:

“I move to approve Resolution No. 72-2018, a resolution accepting the resignation of Councilmember Monica Duran and thanking her for her contributions to the City of Wheat Ridge.”

Or,

“I move to postpone indefinitely Resolution No. 72-2018, a resolution accepting the resignation of Councilmember Monica Duran and thanking her for her contributions to the City of Wheat Ridge for the following reason(s) _____.”

REPORT PREPARED/REVIEWED BY:

Patrick Goff, City Manager

ATTACHMENTS:

1. Resolution No. 72-2018
2. Resignation email, dated November 18, 2018

CITY OF WHEAT RIDGE, COLORADO
RESOLUTION NO. 72
Series of 2018

TITLE: A RESOLUTION ACCEPTING THE RESIGNATION OF COUNCILMEMBER MONICA DURAN AND THANKING HER FOR HER CONTRIBUTIONS TO THE CITY OF WHEAT RIDGE

WHEREAS, Councilmember Monica Duran was elected to the Colorado House of Representatives on November 6, 2018 to represent Colorado in House District 24; and

WHEREAS, Councilmember Duran tendered her resignation to the Mayor and City Council on November 18, 2018, with an effective date of December 31, 2018; and

WHEREAS, Councilmember Duran was elected as a District I City Councilmember in November 2015; and

WHEREAS, Councilmember Duran served on the Wheat Ridge Planning Commission, the Wheat Ridge Carnation Festival Board, represented the City on the Colorado Municipal League Policy Committee and was involved with Wheat Ridge Partnered in Faith.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Wheat Ridge, Colorado hereby accepts the resignation of Councilmember Duran, effective December 31, 2018; and

BE IT FURTHER RESOLVED that the City Council of the City of Wheat Ridge, Colorado also expresses its gratitude for Ms. Duran's significant contributions to the City of Wheat Ridge organization and community and wishes her the best of luck in her new role as Colorado Representative for District 24.

DONE AND RESOLVED this 10th day of December, 2018.

By: _____
Bud Starker, Mayor

ATTEST:

Janelle, Shaver, City Clerk

Patrick Goff

From: Monica Duran
Sent: Sunday, November 18, 2018 9:41 PM
To: Bud Starker
Cc: Janeece Hoppe; Zachary Urban; Kristi Davis; George Pond; Tim Fitzgerald; Larry Mathews; Leah Dozeman
Subject: Mayor Starker, City Council and City Staff,

Mayor Starker, City Council and City Staff,

It has been my privilege to serve our beloved community on the Wheat Ridge City Council. Together, we made tremendous strides and moved our city forward through innovation, inclusivity, and diversity. I'm proud that during my tenure the leadership of our great city has begun to better reflect its population, ensuring that everyone has a seat at the table.

I have always believed that being a public servant is a privilege, not to be taken lightly. While we may not always agree, I have found the input of my colleagues on City Council to be invaluable in my mission to better the lives of the people of Wheat Ridge.

I am humbled and honored to have been chosen by our community to be their next representative in the Colorado State Legislature. I look forward to working closely with each and every one of you in my new role, and I hope that you will consider me a resource while I serve in the Capitol.

My office will always be open to you.

I hereby tender my formal resignation from Wheat Ridge City Council, District 1 effective December 31st, 2018.

Sincerely,

Monica Duran
Representative-Elect HD-24

Sent from my iPhone

ATTACHMENT 2

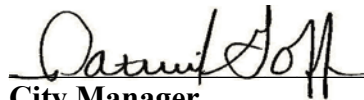
REQUEST FOR CITY COUNCIL ACTION

TITLE: RESOLUTION NO. 73-2018 – A RESOLUTION ACCEPTING THE RESIGNATION OF CITY TREASURER JERRY DITULLIO AND THANKING HIM FOR HIS CONTRIBUTIONS TO THE CITY OF WHEAT RIDGE

☐ PUBLIC HEARING
☐ BIDS/MOTIONS
☒ RESOLUTIONS

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

QUASI-JUDICIAL:

☐ YES☒ NO
City Manager**ISSUE:**

City Treasurer Jerry DiTullio was elected as the Jefferson County Treasurer on November 6, 2018. Mr. DiTullio tendered his resignation to the Mayor and City Council on November 26, 2018, with an effective date of midnight on January 7, 2019.

PRIOR ACTION:

None

FINANCIAL IMPACT:

None

BACKGROUND:

Mr. DiTullio served on the Wheat Ridge City Council from 1995 to 2005 and again from 2013 to 2015, as Wheat Ridge Mayor from 2005 to 2013 and was elected as Wheat Ridge City Treasurer in November 2015. Mr. DiTullio also served on the Board of Trustees for the Wheat Ridge Police Pension Fund, the Jefferson County Community Development Advisory Committee, the Wheat Ridge Housing Authority, the Wheat Ridge Business District, the Urban Drainage and Flood Control Board, the Metro Mayors Caucus, the Wheat Ridge Rotary and was active with many other community organizations.

RECOMMENDED MOTION:

“I move to approve Resolution No. 73-2018, a resolution accepting the resignation of City Treasurer Jerry DiTullio and thanking him for his contributions to the City of Wheat Ridge.”

Or,

“I move to postpone indefinitely Resolution No. 73-2018, a resolution accepting the resignation of City Treasurer Jerry DiTullio and thanking him for his contributions to the City of Wheat Ridge for the following reason(s) _____.”

REPORT PREPARED/REVIEWED BY:

Patrick Goff, City Manager

ATTACHMENTS:

1. Resolution No. 73-2018
2. Resignation letter, dated November 26, 2018

CITY OF WHEAT RIDGE, COLORADO
RESOLUTION NO. 73
Series of 2018

TITLE: A RESOLUTION ACCEPTING THE RESIGNATION OF CITY TREASURER JERRY DITULLIO AND THANKING HIM FOR HIS CONTRIBUTIONS TO THE CITY OF WHEAT RIDGE

WHEREAS, City Treasurer Jerry DiTullio was elected as the Jefferson County Treasurer on November 6, 2018; and

WHEREAS, City Treasurer Jerry DiTullio tendered his resignation to the Mayor and City Council on November 26, 2018, with an effective date of midnight on January 7, 2019; and

WHEREAS, Mr. DiTullio served on Wheat Ridge City Council from 1995 to 2005 and again from 2013 to 2015; and

WHEREAS, Mr. DiTullio served as Wheat Ridge Mayor from 2005-2013; and

WHEREAS, Mr. DiTullio was elected as Wheat Ridge City Treasurer in November 2015; and

WHEREAS, Mr. DiTullio served on the Board of Trustees for the Wheat Ridge Police Pension Fund, the Jefferson County Community Development Advisory Committee, the Wheat Ridge Housing Authority, the Wheat Ridge Business District, the Urban Drainage and Flood Control Board, the Metro Mayors Caucus, the Wheat Ridge Rotary and was active with many other community organizations.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Wheat Ridge, Colorado hereby accepts the resignation of City Treasurer DiTullio, effective midnight on January 7, 2019; and

BE IT FURTHER RESOLVED that the City Council of the City of Wheat Ridge, Colorado also expresses its gratitude for Mr. DiTullio's significant contributions to the City of Wheat Ridge organization and community and wishes him the best of luck in his new role as Jefferson County Treasurer.

DONE AND RESOLVED this 10th day of December, 2018.

By: _____
Bud Starker, Mayor

ATTEST:

Janelle, Shaver, City Clerk



City of Wheat Ridge Municipal Building 7500 W. 29th Ave. Wheat Ridge, CO 80033-8001 P: 303.235.2810 F: 303.234.5924

November 26, 2018

Mayor Bud Starker and Members of the City Council
City of Wheat Ridge
7500 W. 29th Avenue
Wheat Ridge CO 80033

Dear Mayor Starker and members of City Council:

As you know, I have been elected to the office of Jefferson County Treasurer. I will take the oath of office on Jan 8, 2019 and begin work.

Accordingly, and pursuant to Wheat Ridge Charter Section 3.11, I hereby tender my resignation from the office of Wheat Ridge Treasurer, effective midnight on January 7, 2019. I have chosen this date so I can complete the December/2018 financial reporting.

I am honored to have served the Wheat Ridge community as Mayor, a District 1 Councilmember and City Treasurer for the past 23 consecutive years. As your Treasurer since 2015, I am proud of the fiscal transparency and accomplishments my office has made and during this time. I specifically want to let you know that I will make myself available after January 7th to assist the newly appointed Treasurer with the transition to his/her new duties.

I encourage City Council to appoint a proactive and innovative City Treasurer as soon as possible, and not delay until the 2019 election. While the City Charter is silent on the timing when a new Treasurer is appointed, it is my opinion that delaying the appointment through the 2019 election violates the spirit and intent of the City Charter, and the will of the voters, in having an elected City Treasurer as a check and balance at City Hall.

Sincerely,

A handwritten signature in black ink, appearing to read "Jerry DiTullio". The signature is stylized with a large, sweeping "J" and "D".

Jerry DiTullio, City Treasurer

Cc: Jerry Dahl, City Attorney
Patrick Goff, City Manager
City Staff

ATTACHMENT 2