

CITY OF WHEAT RIDGE, COLORADO
RESOLUTION NO. 58
Series of 2018

TITLE: RESOLUTION NO. 58-2018 - A RESOLUTION APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY AND COUNTY OF DENVER REGARDING DENVER WATER'S ASHLAND RESERVOIR

WHEREAS, City Council approved a Special Use Permit with Denver Water on September 10, 2012 to allow reconstruction of the Ashland Reservoir on property located at 2901 Fenton Street which included street improvements to the adjacent streets; and

WHEREAS, the City and Denver Water have agreed to share the cost of the street improvements; and

WHEREAS, the City has completed the construction plans and specifications for those street improvements; and

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

WHEREAS, the City will seek reimbursement from Denver Water 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 Amendment to the Intergovernmental Agreement with the City and County of Denver Regarding Denver Water's Ashland Reservoir 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 24th day of September, 2018.



Bud Starker, Mayor

ATTEST:



Janelle Shaver, City Clerk



**AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT
REGARDING DENVER WATER'S ASHLAND RESERVOIR**

THIS AMENDMENT ("Amendment"), dated this 24th day of September, 2018, to the INTERGOVERNMENTAL AGREEMENT ("Agreement"), dated the tenth day of September, 2012, is made and entered into by and between the CITY OF WHEAT RIDGE, STATE OF COLORADO, a home rule municipality of the State of Colorado (the "City"), and the CITY AND COUNTY OF DENVER, acting by and through its Board of Water Commissioners ("Denver Water") a home rule municipality of the State of Colorado, together referred to as the Parties

RECITALS

1. Denver Water owns and operates its Ashland Reservoir in the City of Wheat Ridge, Colorado.
2. Denver Water is in the process of replacing and improving its Ashland Reservoir facilities as described generally in the Agreement (the "Project").
3. The Agreement required that Denver Water undertake certain obligations in the public rights-of-way of 29th Avenue, Fenton Street, and 30th Avenue as part of the Project.
4. The Parties wish to amend the Agreement to permit the City to complete the public improvements within the public rights-of-way of 29th Avenue, Fenton Street, and 30th Avenue, to better describe those improvements, and to clarify the financial responsibilities of the parties with respect thereto.

AMENDMENT

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to amend the Agreement as follows.


- The Parties agree to replace paragraphs 1.c.i., ii., and iii. with the following:
 - i. The City shall be responsible the design, construction, and construction oversight of public improvements within the public rights-of-way of 29th Avenue, Fenton Street, and 30th Avenue.
 - ii. The costs for the public improvements shall be borne by the parties as follows:
 - 1) the City shall be responsible for all costs of the improvements described in subparagraphs iii. and vii.
 - 2) Denver Water shall be responsible for all costs of the improvements described in subparagraphs v., vi., and viii. (the "Denver Water Improvements").
 - iii. The City shall be responsible for the costs of the following improvements:
 - 1) Any additional improvements to 29th Avenue south of the proposed centerline of 29th between Fenton St. and Gray St. or the entirety of 29th Avenue east of Fenton Street and west of Gray Street.

- 2) Pedestrian lights and associated electrical system on the north side of 29th Avenue between Fenton Street and Gray Street.
 - 3) Removal of the traffic signal at the intersection of 29th Avenue and Fenton Street.
- The Parties agree to add the following to sub-section 1.c.:
 - v. 29th Avenue – Denver Water shall be responsible for the costs for the following improvements on the north side of 29th Avenue between Fenton and Gray Streets:
 - 1) Asphalt pavement, eleven feet wide, north of the proposed centerline of 29th Avenue; and
 - 2) Concrete curb/gutter, two feet six inches wide; and
 - 3) Landscaped amenity zone, six feet wide, to include seven trees, bluegrass sod, and irrigation; and
 - 4) Concrete sidewalk, six feet wide; and
 - 5) Concrete driveway, sixteen feet wide, from the street to the back of sidewalk opposite Gray Street to provide access to the lower portion of the site.
 - vi. Fenton Street – Denver Water shall be responsible for the costs for the following improvements on Fenton Street between 29th and 30th Avenues:
 - 1) Paved amenity zone, four feet wide, to include seventeen trees, tree grates, colored patterned concrete, and irrigation; and
 - 2) Concrete sidewalk, six feet wide.
 - vii. Fenton Street – The City shall be responsible for the costs for the following improvements on Fenton Street between 29th and 30th Avenues:
 - 1) Concrete curb/gutter, four feet six inches wide, to widen the street by two feet; and
 - 2) Removal of existing curb/gutter and landscaped amenity zone.
 - 3) Mill and overlay the entire street.
 - viii. 30th Avenue – Denver Water shall be responsible for the costs for the following improvements on 30th Avenue between Fenton and Harlan Streets:
 - 1) Concrete curb/gutter, two feet six inches wide; and
 - 2) Landscaped amenity zone, six feet wide, to include twenty trees, bluegrass sod, and irrigation; and
 - 3) Concrete sidewalk, six feet wide; and
 - 4) Concrete driveway, twenty feet wide, from the street to the back of sidewalk opposite Gray Street to provide access to the upper portion of the site; and
 - 5) Modification of up to three existing storm sewer manholes along the south side of 30th Avenue to accommodate the revised location of the curb/gutter; and

- 6) Removal of asphalt pavement, approximately six feet wide to reduce the asphalt width to thirty four feet; and
 - 7) Removal of existing curb/gutter, landscaped amenity zone, and sidewalk.
 - ix. 30th Avenue – The City shall be responsible for the costs for the following improvements on 30th Avenue between Fenton and Harlan Streets:
 - 1) Mill and overlay for the entire street.
 - x. Denver Water shall provide the following irrigation mainline connections to the Project's irrigation system as follows:
 - 1) 29th Avenue – 1 ½" approximately forty five feet west the southeast property corner of the site; and
 - 2) Fenton Street – 1 ¼" midway between 29th and 30th Avenues and 1 ½" approximately thirty five feet south of the northeast property corner of the site, and;
 - 3) 30th Avenue – 1 ¼" approximately forty feet east of the northwest property corner and 1 ½" approximately fifteen feet east of the driveway on 30th Street.
 - xi. Construction plans will be submitted to Denver Water for review prior to advertisement. Cost estimates will be prepared and submitted to Denver Water for each of the segments of work at design milestones and prior to advertisement. The work on each street will be advertised as separate bid alternatives in order to track the cost of each segment for comparison with the final cost estimates, which are attached as Exhibit I.
- The Parties agree to add the following to section 3.
 - a. Payment Procedures. The procedure for payment to the City by Denver Water for the obligations detailed above shall be as follows:
 - i. The City shall submit a requisition and any supporting documentation required by Denver Water, including but not limited to copies of any invoices from the contractors previously employed by the City to construct the Denver Water Improvements, which may be provided following the procedures set forth in the requisition. The City may submit requisitions as needed but no more frequently than once each month. The City will require the Contractor to supply a schedule of values and cost loaded schedule broken down into the components described above for ease of invoicing. The schedule of values should be approved by both the City and Denver Water.
 - ii. Denver Water shall pay to the City the amounts described therein within 30 days.
 - iii. Upon final completion of the above said items and associated construction project, and upon final payment from Denver Water to the City, all requirements will be deemed acceptable by the City regarding the September 2012 Special Use Permit.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement.

ATTEST:



Janelle Shaver, City Clerk
Robin Eaton, Deputy City Clerk


CITY OF WHEAT RIDGE

By: 

Bud Starker, Mayor

Date: 9-24-18

APPROVED AS TO FORM:


By: 

Gerald E. Dahl, City Attorney



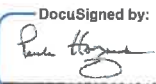
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ATTESTED AND APPROVED:

By: 

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James Lochhead, CEO/Manager


**CITY AND COUNTY OF DENVER,
acting by and through its BOARD OF
WATER COMMISSIONERS**

By: 

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Paula Herzmark, President


Date: 11/14/2018

APPROVED:

By: 


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Robert J. Mahoney, Chief Engineering Officer

APPROVED AS TO FORM:

By: 

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Office of General Counsel

REGISTERED AND COUNTERSIGNED

By: 

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Auditor

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