

<b>Title:</b> Administrative Policy Cooperative Improvement Projects	<b>Policy No.</b> Part 8, Streets and Roads Chapter 1, Programs Section 6
	<b>Effective Date</b> March 27, 2007
<b>Policy Custodian</b> Development and Transportation Department	<b>Adoption/Revision Date</b> March 27, 2007

**Adopting Resolution(s):** CC07-160

**References (Statutes /Resos/Policies):** 29-1-701, C.R.S; CC90-584

**Purpose:** To establish a program to upgrade and pave County maintained gravel streets or roads, with a funding commitment from a non-County source(s), to control dust and aid residents served by gravel streets or roads.

**Policy:** Cooperative Improvement Projects

A. Definitions

1. Agreement: The written contract between the County and the Citizens specifying the nature and location of a Project, the amount to be paid by the Citizens and any other terms and conditions required by this policy or mutually agreed to by the County and the Citizens.
2. Citizens: Any individual, individuals, group, association, or entity willing to pay a portion of the cost of a Project.
3. Cooperative Improvement Project (Project): A project to upgrade and pave a County-maintained street or road undertaken by Jefferson County in reliance upon a funding commitment from a non-County source or sources which will reimburse part or all of the costs incurred.
4. Coordinator: Any employee or agent designated by the Director of the Road and Bridge Division to coordinate Projects and Citizen participation therein.
5. County: Jefferson County, Colorado, a body politic and corporate.
6. Final Estimate: The cost of a Project to be included in the Agreement, including a breakdown of those costs to be borne by the County and those costs used to establish the amount paid by the Citizens.
7. Preliminary Estimate: The projected cost of a Project provided to the Citizens upon determination that a proposed Project meets or can meet the criteria set forth in this Policy. The Preliminary Estimate includes a breakdown of those costs to be borne by the County and those costs used to establish the amount paid by the Citizens.
8. "Right-of-Way (R.O.W.)" means the legal interests in real property (fee or easement) deemed necessary by the County to be owned, acquired or transferred to the County as a condition to undertaking a Project.
9. "Routine Shaping and Blading" means grading, shaping, and blading to a depth of no more than six inches that can be accomplished by a motor grader.

10. "Scope of Work" means a detailed written description of the tasks required to perform a Project.

B. Eligibility for Cooperative Improvement Projects:

1. Road or Street must currently be County maintained.
2. Road or Street is not currently paved.
3. Reconstruction and/or improvements will meet county standards.
4. Road or Street is dedicated to the County prior to or concurrently with the Project.
5. Road or Street is not a private street.
6. Citizen(s) are not currently involved in a Land Development Application process.

C. County Responsibilities

The County shall undertake any or all of the following activities as may be applicable:

1. Preparation of Preliminary and Final Estimate(s).
2. Preparation and performance of any required engineering plans, drawings, soil testing or evaluation, boundary markings, materials testing, and purchasing services.
3. Preparation of the survey and legal description of the street/road.
4. Preparation of any required deeds or real estate conveyance documents, agreements or amendments thereto, and provision of other legal services required by or on behalf of the County. The County shall not provide legal services for or on behalf of the Citizens.
5. Preparation of appropriate release and authorization forms for execution by all owners of property in the vicinity of any proposed blasting and arrange for any necessary inspection and monitoring including arrangements for taking "before" and "after" photos of the blast site.
6. Utilize the funds provided pursuant to the Agreement to pay for the equipment and manpower needed for any work in excess of routine blading and shaping.
7. Utilize the funds provided pursuant to the Agreement to purchase, transport or deliver to the site all aggregate base course, fill material, rip rap, hot bituminous pavement, roadway and driveway culverts, erosion control devices, guardrails, traffic signs and signals, and all other material required for any Project.
8. Utilize the funds provided pursuant to the Agreement to pay for blasting services as necessary for the Project; and
9. Provision of all required labor and equipment to upgrade or reconstruct the street or road including routine blading and shaping, any work in excess of routine blading and shaping the County has agreed to provide, and the installation and application of aggregate base course, fill material, rip rap, hot bituminous pavement, roadway and driveway culverts, guardrails, traffic signs and signals, landscaping material, nursery stock and any other material required, and to contract for the use explosives as necessary for any Project.

D. Citizen Responsibility

The Citizens shall undertake any or all of the following activities:

1. Execution of an Agreement that sets forth the scope of the Project.
2. Payment of all funds required by the Agreement.
3. Donation of all R.O.W. required by the County.
4. Submittal of executed release and authorization forms required by the County when blasting will be necessary for any Project.
5. All relocation, moving or reconstruction of private utility lines, wells, fences, septic systems, trees, vegetation, other landscaping materials, or other private improvements within the R.O.W. to remain in the possession of the citizens.

E. General Provisions

1. Estimate

- a. No adjustment of the Final Estimate shall be required if actual costs are greater or less than those set forth in the Final Estimate.
- b. Any Project, the total cost of which as indicated by the Final Estimate is projected to exceed \$150,000, shall not be undertaken by the County except upon the prior authorization of the Board of County Commissioners. Prior to Board of County Commissioners' review of any such proposed Project, the Board of County Commissioners shall consult with the Office of the County Attorney for advice with respect to the applicability of the "Construction Bidding for State-funded Local Projects Act," as set forth at Section 29-1-701, C.R.S., et.seq.

2. Agreement

The Agreement shall require payment by the Citizens of a sum deemed sufficient to reimburse expenses incurred by the County in performance of the Project, as follows:

- a. All equipment costs based upon current Jefferson County equipment rates (including manpower expenses) for work that is in excess of routine shaping and blading.
- b. All costs associated with relocation, moving, reconstructing, or installing public utility lines, trees, vegetation, or other improvements not satisfactorily moved or reconstructed by the owners of such improvements;
- c. Purchase and haul costs of aggregate base course, fill material, rip rap or other material required to be purchased or transported;
- d. Purchase and hauling of hot bituminous paving materials.
- e. Purchase and delivery costs of all roadway and driveway culverts, erosion control devices, or other drainage structures;
- f. Purchase and delivery costs of any guardrails, traffic signs and signals, or other safety improvements to be built or installed pursuant to the Agreement;
- g. Contracted costs for blasting necessary for the Project;
- h. Any required permit costs.

### 3. Agreement Execution

a. The Director of the Road and Bridge Division may accept and execute an Agreement on behalf of the County upon determination that:

- (1) The Final Estimate prepared for the Project is reasonable, that it accurately reflects the probable costs of the Project, and that it has been prepared in compliance with this Policy;
- (2) The Agreement incorporates such Final Estimate and has been approved as to form by the office of the County Attorney;
- (3) The necessary manpower and equipment is, or can be made, available to perform the Project;
- (4) Performance of the Project will not adversely affect performance of any other work which the Division is obligated to perform;
- (5) All necessary R.O.W. is owned by the County, or that the Agreement requires conveyance to the County of all necessary R.O.W. concurrently with the execution of the agreement;
- (6) The Agreement requires the payment of funds necessary for the construction of the Project concurrently with the execution of the agreement;
- (7) The Agreement requires the submittal of release and authorization forms for any blasting necessary for the construction of the Project concurrently with the execution of the agreement.
- (8) All relocation, moving, or reconstructing of private utility lines, walls, fences, septic systems, or other private improvements within the R.O.W. has been completed, or that the Agreement requires such work to be complete prior to the County undertaking the work.
- (9) The Agreement expressly provides for termination of the County's obligation there under by refund of all monies, return of all unaccepted instruments of conveyance and reconveyance by Commissioners Deed of all accepted R.O.W.

b. Appeal of the Road and Bridge Director's Decision. If the Citizens are of the opinion that the Road and Bridge Director's requirements or decision were based upon incorrect information or facts or were not in compliance with this policy, the Citizens may request that the requirements be modified or the decision be reconsidered. Appeals must be submitted to the Director of the Development and Transportation Department in writing, together with any supporting documentation.

### 4. Additional Funding

The County may contribute additional funds to reduce the Citizens' cost for Projects when:

- a. A certain percentage of traffic on streets and roads classified by the County as "collectors" or "arterials" is estimated not to be attributable to the Citizens. Such percentage may be utilized by the County for guidance in adjusting the Citizens' cost responsibility.

- b. Improvements substantially benefit the public, as determined by the County, by eliminating or correcting traffic, drainage, or maintenance problems or completing segments of improvements between existing improvements.
- c. Additional funding has been approved by the Board of County Commissioners.

5. Standards

- a. Absent physical constraints, the County will not pave any portion of driveways located outside County R.O.W.
- b. Projects shall be designed and constructed/installed in accordance with the standards set forth in The Jefferson County Land Development Regulation unless compliance with certain regulations may not be cost justified due to traffic volume, terrain conditions or other factors. In any such case, the Director of the Road and Bridge Division shall, after field inspection, set forth in writing minimum standards acceptable to the Road and Bridge Division. These minimum standards, if approved by the Road and Bridge Division Director, shall be used to determine the Estimate(s). No further cost adjustments in addition to those authorized by the Road and Bridge Director will be considered.
- c. Trees and vegetation within the R.O.W. are subject to removal by the County and disposal of such shall be as determined by the County.

6. Dedication of R.O.W.

- a. R.O.W. to be occupied by any Project improvements which will be maintained by the County shall be conveyed in fee simple to the County from the owner(s) of record by General Warranty Deed in a form acceptable to the Office of the County Attorney. Upon the approval by the Office of the County Attorney, Special Warranty or Quit Claim Deeds may be acceptable.
- b. R.O.W. to be occupied by any Project improvements which will not be maintained by the County may be conveyed to the County by Easement Deed upon the recommendation of and in a form acceptable to the Office of the County Attorney. Such easements may be for, but not limited to, drainage improvements, cut and fill slopes and temporary construction purposes.
- c. Encumbrances
  - (1) The Grantor of R.O.W. to be conveyed by General or Special Warranty Deed shall execute the County's "Declaration and Affirmation of Title" form. This form requires the Grantor to list encumbrances, if any, that affect the R.O.W.
  - (2) R.O.W. conveyed by General or Special Warranty Deed shall be free of all encumbrances including liens, easements and deeds of trust unless such encumbrances are subject to a subordination agreement . upon the recommendation of and in a form acceptable to the Office of the County Attorney.
  - (3) The County may require a title commitment and policy prior to accepting dedication of R.O.W.

6. Project Termination

- a. Projects may be terminated upon occurrence of any of the following events or circumstances:

- (1) The Agreement is expressly rejected or disapproved by the Board of County Commissioners;
  - (2) Non-appropriation of funds required for performance of the County's obligations which would otherwise have been required to be performed in any fiscal year subsequent to the execution of the Agreement;
  - (3) Failure of the Board of County Commissioners to accept on behalf of the County any R.O.W. tendered by the Citizens;
  - (4) Failure of the County to start the Project for any reason, prior to the end of the calendar year following the year in which the Agreement has been executed unless an extension has been approved by both the Citizens and Road and Bridge Division Director; and
  - (5) Any unforeseen condition or occurrence rendering performance of the Project impossible or impracticable as determined by the Road and Bridge Division Director.
- b. Upon termination of any Project or cancellation of any Agreement:
- (1) All funds tendered to the County which have not been utilized for the Project shall be returned to the Citizens;
  - (2) Instruments designed to convey R.O.W. which have not been accepted by the County shall be returned to the Citizens;
  - (3) The County shall determine if excess R.O.W. exists and if such excess R.O.W. should be vacated. If the County supports a vacation, the citizen that deeded the R.O.W. shall be notified. The County shall waive application fees for vacation of such excess R.O.W.
  - (4) The County may condition return of funds, deeds, other instruments, or reconveyance of R.O.W. upon receipt of an appropriate acknowledgment or release by the Citizens, and/or by the grantor of any R.O.W.