

Town of Blowing Rock
Request for Council Action

FROM: Manager Ed Evans
SUBJECT: Agreement for Right-of-Way Negotiation and Acquisition Bass Lake Sidewalk Project
TO: Mayor and Council
DATE: August 14, 2018
REQUESTED BY:

Public Hearing Yes No Not required NA
Properly Advertised Yes No Not required NA

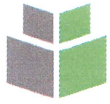
BACKGROUND:

The Eastern Federal Lands Access Program (EFLAP) and the NC DOT are requiring the Town to acquire right-of-way for some properties on US HWY 221 to move forward with the sidewalk project. Town staff have neither the expertise nor honed negotiating skills to acquire these rights-of-way and conform to the EFLAP requirements. Therefore, we are seeking professional services from WR Martin (WithersRavenel).

ATTACHMENTS: Agreement for ROW Negotiation and Acquisition

STAFF RECOMMENDATION: Council approve the Agreement for ROW Negotiation and Acquisition

COUNCIL ACTION:



WithersRavenel

Our People. Your Success.

August 10, 2018

Ed Evans
Town Manager
Town of Blowing Rock
1036 Main Street
P.O. Box 47
Blowing Rock, NC 28605

RE: *Town of Blowing Rock EFLAP Sidewalk - Bass Lake Section
Rights-of-Way Negotiation and Acquisition Project*

Dear Mr. Evans:

WithersRavenel is pleased to provide the following proposal and scope of services for the negotiation and acquisition of easements related to the Town of Blowing Rock's sidewalk to Bass Lake as part of the Middle Fork Greenway project.

We understand that this work is funded through an Eastern Federal Lands Access Program grant from the Federal Highway Administration and, as such, will need to be administered under the appropriate federal regulations. Our proposal includes managing the rights-of-way project from conception through settlement in accordance with Federal Highway Administration and North Carolina Department of Transportation regulations.

If you have any further questions, please don't hesitate to let us know. We are ready to begin work immediately upon receipt of the signed contract.

Sincerely,

Jessica Martin-Lane
Vice President

Agreement for Professional Services

A. PROJECT DESCRIPTION

The Town of Blowing Rock (CLIENT) seeks a firm to provide rights-of-way and easement acquisition and negotiation services for a federally-funded sidewalk project. WithersRavenel (CONSULTANT) proposes to work with the five (5) identified properties along the proposed route, with the understanding that easements and rights-of-way must be negotiated in accordance with federal regulations under the Uniform Relocation Act.

B. SCOPE OF SERVICES

Task 1 - Inventory of Properties and Review of Existing ROW with NCDOT Division 11

- A. CLIENT will provide to CONSULTANT existing mapping, surveys, property tax records, project plans, and other items related to the proposed sidewalk route.
- B. CONSULTANT will review properties and existing NCDOT rights-of-way with Division 11 engineers and the Division 11 Rights-of-Way office (located in North Wilkesboro). If necessary, CONSULTANT will meet with Marta Matthews at NCDOT's Raleigh office to verify that all requirements for EFLAP and NCDOT guidelines are met.
- C. CONSULTANT will review all applicable federal regulations relating to ROW acquisition under 23 CFR 710, 49 CFR 490 and NCDOT regulations, to ensure compliance with required regulations.
- D. CONSULTANT will hold an initial meeting with NCDOT representatives to discuss the proposed acquisition process.
- E. CLIENT or CLIENT'S representative will provide a thorough review of the project route and the permanent and temporary easements needed and the proposed impacts on each parcel.
- F. CLIENT and CONSULTANT will discuss the following items to ensure there is a clear understanding for the approach to each:
 - o Easement compensation valuation process and policies;
 - o Process for legal document preparation and the easement agreements;
 - o Creation and execution of necessary subordination agreements by the CLIENT'S attorney, with particular emphasis on any legal documentation needed to demonstrate the assumption of maintenance and the Middle Fork Greenway organization's future needs; and
 - o CLIENT'S attorney contact information and project introduction.

Task 2 - Preparation of Real Estate Acquisition Management Plan & Project Files

- A. CONSULTANT will create a real estate file for each property to be acquired. This will include all documentation necessary under federal guidelines as well as estimates from NCDOT Division 11 engineers and the CLIENT.
- B. CONSULTANT will create the Real Estate Acquisition Management Plan (RAMP), the written report required under 23 CFR 710 which addresses the methods by which the CLIENT will administer 23 ROW and real estate requirements for this project. This document includes, but is not limited to, the following elements:
 - o How the acquisition process will proceed;
 - o Whether any properties fall under the \$10,000 waiver value limit;
 - o Whether any properties fall under the “reversion to United States” ownership rules;
 - o Any anticipated issues that may arise; and
 - o Any information shared by the Division regarding potential issues, estimates, or other matters.
- C. CONSULTANT will submit the RAMP to NCDOT for approval prior to acquisition work.
- D. Upon approval of the RAMP, the Negotiation and Acquisition Phase will begin.

Task 3 – Preparation of Procurement of Certified DOT Appraisal Firm & Early Acquisition Proceedings

- A. CLIENT asserts that it has already procured a certified appraisal firm to conduct appraisals for any properties over \$10,000.00, providing any NCDOT templates or guidance for contracts. {Optional – If needed}
- B. CONSULTANT will provide selected appraisal firm with all documentation relating to the properties under consideration. {Optional – If needed}
- C. CLIENT’S Attorney to ensure all title searches, deed research, recording, and any other required legal work is performed in a timely manner which conforms to federal regulations.
- D. CONSULTANT will pursue any waiver exclusions (easements estimated under \$10,000) and will submit those to Division 11 Right-of-Way Office for approval. CONSULTANT will compile reports on waiver exclusions, which are determined by the proposed project route, amount of easement needed, tax value, and market value comparisons if necessary.

Task 4 – ROW/Easement Negotiation and Acquisition

- A. Prior to the first contact with the property owner, CONSULTANT will study each parcel on the plans and make an on-the-ground inspection of each individual parcel to become familiar with the property.
- B. CONSULTANT will prepare and mail initial letters to each property owner, notifying them of the project, including the standard NCDOT Rights-of-Way Brochure, and requesting contact by owners to begin the process of discussing the project. CONSULTANT will provide an explanation of the necessity for the project and its nature.

- C. CONSULTANT will follow up on the letters with an initial phone call and in-person meeting to review the proposed easement, the survey, and any associated documents, including project plans for the sidewalk route, explanation of the how the property will be affected, review of the acquisition procedure, role of the appraiser, etc. This meeting includes a review of the proposed compensation value and the compensation process and the CONSULTANT will encourage the Middle Fork Greenway to participate in such meetings.
- D. After the first meeting, CONSULTANT will update each file as required, giving special attention to the property owner(s) needs; include appropriate follow-up including the property owner's place of work, telephone number(s) and addresses; obtain exact signature(s) required for the easement document; add the agent's comments regarding the property owner's responses and the apparent attitude regarding the proposed easement; and note any and all special needs in each property owner's file. Maintain copies for the CLIENT and required office files.
- E. CONSULTANT will meet with property owner up to two more times if necessary to address questions, provide solutions, close negotiations, and obtain signatures when possible. If negotiation is not possible, CONSULTANT will provide a written report detailing all meetings, conversations, and perceived issues and/or solutions attempted during the negotiation process.
- F. CONSULTANT will meet with CLIENT attorney to ensure all legal work is performed in accordance with federal regulations in recording the agreements.
- G. CONSULTANT will prepare all signed agreements for submission to NCDOT. This includes approval from the Division 11 Right of Way Office for waiver exclusions of easement agreements under \$10,000 {and Area Right of Way Office Approval for easement agreements and appraisals over \$10,000 – if applicable}.

Task 5 – Preparation of Final Settlement Documents and NCDOT Reports

- A. CONSULTANT will develop all final settlement documents for submission to NCDOT for approval of the rights-of-way process. This is a requirement under 23 CFR 710 prior to any agreement being fully executed. The final documents required by NCDOT include:
 - Copies of all signed municipal agreements
 - All waiver valuations for just compensation approval prior to offer (approved by Division 11 Right of Way Office)
 - Explanation of the determined values, including comparable information if used, and copies of approvals of waiver exclusions when applicable
 - Copies of Certified Appraisals for values that exceed \$10,000, approved by the Area Right of Way Office (if applicable)
 - Letter requesting certification
 - Explanation of utility relocation
 - Explanation of displaced person(s) and/or improvement relocation
 - Explanation of purchases prior to funding
 - Signed waiver forms from Local Projects Agency

- Signed waiver forms from owners, if needed
 - Copies of approved plans, showing existing right of way
 - Parcel numbers preferred on plans
 - Copy of recorded agreements
 - Copy of recorded plats
 - Copies of all offer letters
 - Copies of memorandum of action with the deposited amount
- B. CONSULTANT will hold a project closeout meeting with the CLIENT, if needed, to review process, outcomes, and future courses of action. CONSULTANT will submit a final project report to the CLIENT for future use.

C. ASSUMPTIONS

Our scope of work is based on the following assumptions:

- WithersRavenel will provide easement acquisition support services for no more than five (5) properties.
- CLIENT and CLIENT's engineer will provide engineering plans and surveyor plats that clearly outline the property and project parameters – including permanent and temporary construction easement areas as well as current improvements on the property (such as buildings, sidewalks, driveways, streets, sheds, fences, etc.) along with any mature trees that will need to be removed.
- CLIENT and CLIENT's engineer will provide any known information on parcel owners to WithersRavenel.
- CLIENT and CLIENT'S attorney will prepare easement legal agreements for WithersRavenel to use during the acquisition process that will be signed by property owners.
- CLIENT's attorney will perform all necessary deed research to confirm who holds legal title to each parcel and is authorized to be named in and sign the legal agreements.
- CLIENT will handle recording of finalized legal agreements.
- CLIENT's attorney will handle any subordination agreements that arise through the process that need to be executed.
- Proposal does not include expenses associated with the Appraisers services. It is our understanding that the appraiser, if needed, has been secured separately.

D. ADDITIONAL SERVICES

Services that are not included in Section B or are specifically excluded from this AGREEMENT shall be considered Additional Services. The CONSULTANT will furnish or obtain from others Additional Services if requested in writing by the CLIENT and accepted by the CONSULTANT. Additional Services shall be paid by the CLIENT in accordance with the Fee & Expense Schedule provided at the time of negotiation.

E. CLIENT RESPONSIBILITIES

During the performance of the CONSULTANT's services under this AGREEMENT, CLIENT will:

- ▶ Assist the CONSULTANT by providing all available information pertinent to the PROJECT, including any reports, maps, drawings, and any other data relative to the PROJECT.
- ▶ Examine all proposals, studies, reports, sketches, estimates, specifications, drawings, and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.

F. COMPENSATION FOR SERVICES

CONSULTANT proposes to provide the following Scope of Services to the CLIENT as outlined in this document for a Lump Sum Fee of \$15,000 plus reimbursable expenses.

G. TIMELINE FOR SERVICES

CONSULTANT will begin services immediately upon receipt of signed contract.

H. ACCEPTANCE

Receipt of an executed copy of this agreement will serve as the written agreement between CONSULTANT and CLIENT for the services outlined.

Submitted by CONSULTANT:

WithersRavenel, Inc.
115 MacKenan Drive
Cary, NC 27511

Accepted by CLIENT:

Town of Blowing Rock
1036 Main Street
P.O. Box 47
Blowing Rock, NC 28605

Authorized Signature

Authorized Signature

Jessica Martin-Lane
Printed Name

Ed Evans
Printed Name

Vice President
Title

Town Manager
Title

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