

AGENDA

**WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY
SPECIAL MEETING**

MONDAY, FEBRUARY 8, 2016

AT 7:00 P.M.

- 1. Roll Call**
- 2. Consideration of Minutes of the Preceding Meetings** (January 25, 2016)
- 3. Public Hearings and New Business**
 - A. Special Legal Counsel – Downtown Westminster Project
- 4. Adjournment**

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY
MONDAY, JANUARY 25, 2016, AT 8:45 P.M.

ROLL CALL

Present at roll call were Chairperson Herb Atchison, Vice Chairperson Alberto Garcia, and Board Members Bruce Baker, Shannon Bird, Maria De Cambra, Emma Pinter, and Anita Seitz. Also present were Donald M. Tripp, Executive Director, David Frankel, Attorney, and Michelle Parker, Secretary.

CONSIDERATION OF MINUTES

It was moved by Board Member Bird, seconded by Board Member Baker, to approve the minutes of the previous meeting of December 14, 2015, as presented. The motion passed unanimously.

PURCHASE AND SALE AGREEMENT WITH EATON STREET AFFORDABLE HOUSING, LLC.

Board Member Seitz moved, seconded by Board Member De Cambra, to authorize the Executive Director to sign a Purchase and Sale Agreement with Eaton Street Affordable Housing LLC for the affordable housing project on Lot 1 Block C-2 of the Downtown Westminster site in substantially the same form as the agreement distributed with the agenda. After comments and discussion by the board, the motion passed 6:1, with Board Member Baker voting no.

ADJOURNMENT

With no further business for the Authority's consideration, Chairperson Atchison adjourned the meeting at 8:52 p.m.

ATTEST:

Chairperson

Secretary

WEDA Agenda Item 3 A

Agenda Memorandum

Westminster Economic Development Authority Meeting
February 8, 2016



SUBJECT: Special Legal Counsel – Downtown Westminster Project

Prepared By: Jody Andrews, Deputy City Manager
David Frankel, City Attorney

Recommended Board Action

Authorize the Executive Director to enter into an agreement with Murray Dahl Kuechenmeister & Renaud, LLP for work related to the Downtown Westminster Project and general urban renewal and eminent domain matters in an amount not to exceed \$150,000.

Summary Statement

- Malcolm Murray has served as special legal counsel in the past in connection with the Downtown Westminster Project, and the City's various other urban renewal projects, including Mandalay and Orchard Town Center Urban Renewal Projects.
- City Council and the Authority have previously found merit in approving special legal counsel to assist the City Attorney's Office as needed, rather than expanding staff.
- Funds for this expense were budgeted and are available as part of the Downtown Westminster Project CIP account.

Expenditure Required: Not to exceed \$150,000

Source of Funds: 2016 WEDA Budget – Downtown Westminster Project

Policy Issue

Should the Westminster Economic Development Authority (WEDA) retain special legal counsel to assist the City and WEDA in connection with the Downtown Westminster Project and general urban renewal and eminent domain issues as needed?

Alternative

Do not retain this type of special legal counsel assistance or seek such assistance from another source. This alternative is not recommended given the need for specialized legal services in urban renewal law and potential eminent domain matters related to the redevelopment of the Westminster Mall site and other City and WEDA projects. Mr. Murray's proposed fee of \$250 per hour is well within the Denver area market for such services.

Background Information

Malcolm Murray is a partner in the firm of Murray Dahl Kuechenmeister & Renaud LLP. His practice specializes in urban renewal and land use matters and eminent domain litigation for both public and private entities. In addition to WEDA, he currently advises the Denver Urban Renewal Authority, the Lakewood Reinvestment Authority, the Steamboat Springs Redevelopment Authority, and the Parker Authority for Reinvestment on urban renewal matters. Mr. Murray is a graduate of the University of Denver College of Law and has a M.A. in Government from Georgetown University and a B.S. from the United States Military Academy at West Point.

Mr. Murray's expertise is in redevelopment projects pursuant to the Colorado urban renewal law. Mr. Murray has been providing a significant amount of legal work to the City and WEDA related to the negotiation and drafting of agreements with the WURP redeveloper. In addition Mr. Murray has been providing special legal counsel services related to the South Westminster Transit Oriented Development Project and assisting as needed staff in other urban renewal and eminent domain matters.

Respectfully submitted,

Stephen P. Smithers
Acting Executive Director
Attachment – Contract

CONTRACT FOR LEGAL SERVICES

THIS AGREEMENT is made this ____ day of February, 2016, by and between MURRAY DAHL KUECHENMEISTER & RENAUD LLP, Attorneys at Law (the "Firm") and the WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY ("WEDA").

RECITALS

1. The City is desirous of contracting with the Firm for legal services.
2. The Firm and its attorneys are authorized to practice law in the State of Colorado.

AGREEMENT

1. The Firm shall furnish special legal services to WEDA in connection with the Downtown Westminster Project and general urban renewal and eminent domain matters (the "Services").
2. Malcolm M. Murray of the Firm shall be principally responsible for the Services.
3. The Firm is acting as an independent contractor; therefore, WEDA will not be responsible for FICA taxes, health or life insurance, vacation, or other employment benefits.
4. WEDA shall pay for the Services at the rate not to exceed \$250 per hour.
5. This Contract may be terminated by WEDA with or without cause.
6. No payments to the Firm shall be made prior to the approval of this Contract by the Westminster Economic Development Authority.
7. Payments pursuant to this Contract shall not exceed \$150,000 without further written authorization by WEDA.
8. WEDA authorized this contract on February 8, 2016.
9. To the extent this Agreement constitutes a public contract for services pursuant to C.R.S. § 8-17.5-101 et seq., the following provisions shall apply: The Firm shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. In addition, the Firm shall not enter into a contract with a subcontractor that fails to certify to the Firm that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. If the Firm obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Firm shall notify the subcontractor and WEDA within three (3) days that the Firm has actual knowledge that the subcontractor is employing or contracting with an illegal alien. Furthermore, the Firm shall terminate such subcontract with the subcontractor if, within three (3) days of receiving the notice required pursuant to this paragraph, the subcontractor does not stop employing or contracting with the illegal alien. Except that the Firm shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

The Firm certifies that, prior to executing this Agreement, it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement

through participation in either the E-verify program administered by the United States Department of Homeland Security and the Social Security Administration (the “E-verify Program”), or the employment verification program administered by the Colorado Department of Labor and Employment (the “Colorado Verification Program”). The Firm shall not use either the E-verify Program or the Colorado Verification Program procedures to undertake preemployment screening of job applicants while performing this Agreement.

The Firm shall comply with all reasonable requests by the Colorado Department of Labor and Employment made in the course of an investigation undertaken pursuant to the authority established in C.R.S. § 8-17.5-102(5).

To the extent required by C.R.S. § 8-17.5-102(1), by submitting a bid, the Firm certifies that at the time of bid submission it did not knowingly employ or contract with an illegal alien who will perform work under this Agreement, and that the Firm will participate in the E-verify Program or the Colorado Verification Program in order to verify the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

**MURRAY DAHL KUECHENMEISTER &
RENAUD LLP**

By: _____
Malcolm M. Murray

**WESTMINSTER ECONOMIC
DEVELOPMENT AUTHORITY**

By: _____
Stephen P. Smithers
Acting Executive Director

Approved as to legal form:

City Attorney’s Office