



CITY COUNCIL AGENDA

NOTICE TO READERS: City Council meeting packets are prepared several days prior to the meetings. Timely action and short discussion on agenda items is reflective of Council's prior review of each issue with time, thought and analysis given.

Members of the audience are invited to speak at the Council meeting. Citizen Communication (item 7) and Citizen Presentations (item 12) are reserved for comments on items not contained on the printed agenda.

1. Pledge of Allegiance
2. Roll Call
3. Consideration of Minutes of Preceding Meetings
4. Report of City Officials
 - A. City Manager's Report
5. City Council Comments
6. Presentations
7. Citizen Communication (5 minutes or less)

The "Consent Agenda" is a group of routine matters to be acted on with a single motion and vote. The Mayor will ask if any citizen wishes to have an item discussed. Citizens then may request that the subject item be removed from the Consent Agenda for discussion separately.

8. Consent Agenda
 - A. December 2004 – Financial Report
 - B. 2005 Concrete Replacement Project Bids
 - C. 2005 Pavement Rehabilitation Project Bid
 - D. 2005 Capital Improvement Technical Staff Support Services
 - E. Purchase of Water Treatment Chemicals
 - F. Dell Computer Purchases
 - G. US 36 and Federal Median Landscape Contract Award
 - H. Grant Application to Adams County Open Space Program for the Doulos Open Space Acquisition
 - I. Automatic Assistance Agreement for Technical Rescue Response and Equipment Transfer
 - J. Second Reading Councillor's Bill No.1 re BAP for the Marriott Hotel (Dittman-Dixon)

9. Appointments and Resignations

10. Public Hearings and Other New Business

- A. Public Hearing re Designation of Semper Farm as a Local Historic Landmark
- B. Resolution No. 3 re Designation of Semper Farm as a Local Historic Landmark
- C. Public Hearing re Annexation, CLUP Amendment and Zoning re McGuire Property
- D. Resolution No. 4 re Annexation Finding re McGuire Property
- E. Councillor's Bill No. 2 re Annexation of the McGuire Property
- F. Councillor's Bill No. 3 re CLUP Amendment re McGuire Property
- G. Councillor's Bill No. 4 re Zoning the McGuire Property
- H. Councillor's Bill No. 5 re Criminal Tampering
- I. Councillor's Bill No. 6 re Code Amendments re Title, Authority and Liquor Investigations Officer
- J. Replacement Computer Lease Purchase Program for 2005
- K. Councillor's Bill No. 7 re 2005 Computer Replacement and Acquisition Program
- L. Lease/Purchase for Replacement Mobile Computers for Police and Fire
- M. Councillor's Bill No. 8 re General Fund for the Computer Replacement Lease Proceeds
- N. Resolution No. 5 re 2004 PAB Assignment to Metro Mayors Caucus
- O. Resolution No. 6 re 2004 PAB Assignment to WEDA
- P. Resolution No. 7 re Hyland Hills Application for Adams County Open Space Program

11. Old Business and Passage of Ordinances on Second Reading

12. Citizen Presentations (longer than 5 minutes) and Miscellaneous Business

- A. City Council
- B. Executive Session

13. Adjournment

GENERAL PUBLIC HEARING PROCEDURES ON LAND USE MATTERS

- A.** The meeting shall be chaired by the Mayor or designated alternate. The hearing shall be conducted to provide for a reasonable opportunity for all interested parties to express themselves, as long as the testimony or evidence being given is reasonably related to the purpose of the public hearing. The Chair has the authority to limit debate to a reasonable length of time to be equal for both positions.
- B.** Any person wishing to speak other than the applicant will be required to fill out a “Request to Speak or Request to have Name Entered into the Record” form indicating whether they wish to comment during the public hearing or would like to have their name recorded as having an opinion on the public hearing issue. Any person speaking may be questioned by a member of Council or by appropriate members of City Staff.
- C.** The Chair shall rule upon all disputed matters of procedure, unless, on motion duly made, the Chair is overruled by a majority vote of Councillors present.
- D.** The ordinary rules of evidence shall not apply, and Council may receive petitions, exhibits and other relevant documents without formal identification or introduction.
- E.** When the number of persons wishing to speak threatens to unduly prolong the hearing, the Council may establish a time limit upon each speaker.
- F.** City Staff enters A copy of public notice as published in newspaper; all application documents for the proposed project and a copy of any other written documents that are an appropriate part of the public hearing record;
- G.** The property owner or representative(s) present slides and describe the nature of the request (maximum of 10 minutes);
- H.** Staff presents any additional clarification necessary and states the Planning Commission recommendation;
- I.** All testimony is received from the audience, in support, in opposition or asking questions. All questions will be directed through the Chair who will then direct the appropriate person to respond.
- J.** Final comments/rebuttal received from property owner;
- K.** Final comments from City Staff and Staff recommendation.
- L.** Public hearing is closed.
- M.** If final action is not to be taken on the same evening as the public hearing, the Chair will advise the audience when the matter will be considered. Councillors not present at the public hearing will be allowed to vote on the matter only if they listen to the tape recording of the public hearing prior to voting.

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE CITY COUNCIL MEETING
HELD ON MONDAY, JANUARY 24, 2005 AT 7:00 P.M.

PLEDGE OF ALLEGIANCE

The Mayor led Council, Staff and the audience in the Pledge of Allegiance.

ROLL CALL

Mayor McNally, Mayor Pro-Tem Kauffman and Councillors Davia, Dittman, Dixon, Hicks and Price were present at roll call. J. Brent McFall, City Manager, Martin McCullough, City Attorney, and Carla Koeltzow, Deputy City Clerk, were also present. Absent none.

CONSIDERATION OF MINUTES

Councillor Davia moved, seconded by Dixon to approve the minutes of the meeting of January 10, 2005. The motion carried unanimously.

CITY MANAGER COMMENTS

Brent McFall, City Manager, had nothing to report.

CITY COUNCIL COMMENTS

Councillor Hicks stated he attended the Progressive Home Owners Association meeting.

Councillor Davia acknowledged the new Deputy City Clerk.

Councillor Dixon commented on the unveiling of the two new statues at the Irving Street Library and the tribute to former Mayor Nancy Heil. She also attended the opening of the new Community Reach offices in the former 76th Avenue Library.

Mayor McNally commented that the Denver Regional Council of Governments approved the 2030 plan, and announced that Councillor Hicks is a new Grandpa.

CITIZEN COMMUNICATION

Matthew Bernick, 10710 Eliot Circle #204, voiced his concerns about flooding from drainage at the Flats Complex. He spoke on behalf of several citizens in the audience.

Gary Scofield thanked the Council for his appointment to the Library Board. He also asked the Council to consider hiring a different company to handle liquor surveys for the City. He voiced concerns that the current company the City uses may not be impartial based on the information on their web site.

CONSENT AGENDA

The following items were considered as part of the consent agenda: December 2004 Financial Report; Authorize a contract with the low bidder, ABCO Contracting, Inc., in the amount of \$959,703 for the 2005 Concrete Replacement Project; Authorize a contract with the low bidder, Asphalt Specialties Company, in the amount of \$952,382 for the 2005 Pavement Rehabilitation Project; Award a contract with RG Consulting Engineers, Inc. to provide technical assistance for the Capital Improvement Projects Program in 2005, not to exceed \$75,000; Award the bids for the purchase of Ferric Chloride to Kemiron Companies, Caustic Soda and Sodium Hypochlorite to DPC Industries, and Polyaluminum Chloride to General Chemical on an as-needed basis up to a maximum of \$314,800; Proceed with 2005 calendar year purchases of hardware, servers, printers and software through Dell Computer Corporation, not to exceed

\$158,000; Authorize a contract with Arrow J Landscape and Design, Inc. in the amount of \$77,643 for the US 36 and Federal median landscaping and authorize a \$7,700 contingency amount; Submit a grant application for approximately \$250,000 to the Adams County Open Space Program to acquire a portion of the Doulos property located north of 124th Avenue on both sides of Zuni Street; Approve an automatic assistance agreement between the City of Westminster and Kaiser-Hill Company, LLC, for technical rescue response to the Rocky Flats Environmental Technology Site and to allow for equipment transfer; Second Reading of Councillor's Bill No. 1 re Amended and Restated Business Assistance Agreement for the Marriott Hotel Project.

Mayor McNally asked if there was any member of Council or anyone from the audience who would like to have any of the consent agenda items removed for discussion purposes or separate vote. There was no request.

Councillor Davia moved, seconded by Dittman to adopt the consent agenda items as presented. The motion carried unanimously.

PUBLIC HEARING RE DESIGNATION OF SEMPER FARM AS A HISTORIC LANDMARK

At 7:16 p.m. a public hearing was opened to consider the application to designate the Charles and Julia Semper Farm, at West 92nd Avenue and Pierce Street, as a local historic landmark. Vicky Bunsen, Project Coordinator, provided a power point presentation. No other persons spoke. The public hearing was declared closed at 7:22 p.m.

RESOLUTION NO. 3 RE DESIGNATION OF SEMPER FARM AS A HISTORIC LANDMARK

Councillor Dittman moved, seconded by Hicks to adopt Resolution No. 3 designating the Charles and Julia Semper Farm as a local historic landmark pursuant to Section 11-13-5 of the Westminster Municipal Code. Upon roll call vote, the motion carried unanimously.

PUBLIC HEARING RE MCGUIRE PROPERTY

At 7:28 p.m. a public hearing was opened to consider the annexation, comprehensive land use plan amendment and zoning of the 3.5869 acres of McGuire Property, located west of Pecos Avenue and south of 128th Avenue. Dave Falconieri, Planner, provided a power point presentation. No other persons spoke. The public hearing was declared closed at 7:34 p.m.

RESOLUTION NO. 4 RE ANNEXATION FINDING RE MCGUIRE PROPERTY

Councillor Kauffman moved, seconded by Dittman to adopt Resolution No. 4 making certain findings as required under Section 31-12-110, C.R.S. regarding the McGuire annexation property. Upon roll call vote, the motion carried unanimously.

COUNCILLOR'S BILL NO. 2 RE ANNEXATION OF THE MCGUIRE PROPERTY

Councillor Kauffman moved, seconded by Dittman to pass Councillor's Bill No. 2 on first reading annexing the McGuire property. Upon roll call vote, the motion carried unanimously.

COUNCILLOR'S BILL NO. 3 RE CLUP AMENDMENT RE MCGUIRE PROPERTY

Councillor Kauffman moved, seconded by Dittman to pass Councillor's Bill No. 3 on first reading amending the Comprehensive Land Use Plan to designate the McGuire property as Public Open Space. This action is based on the finding that the amendment is in conformance with the overall purpose and intent and the goals and policies of the Comprehensive Land Use Plan; that the proposed amendment is compatible with existing and planned surrounding land uses; and that the proposed amendment would not result in excessive detrimental impacts to the City's existing or planned infrastructure systems. Upon roll call vote, the motion carried unanimously.

COUNCILLOR'S BILL NO. 4 RE ZONING THE MCGUIRE PROPERTY

Councillor Kauffman moved, seconded by Dittman to pass Councillor's Bill No. 4 on first reading zoning the McGuire property O-1. This recommendation is based on the findings set forth in Section 11-5-3 of the Westminster Municipal Code. Upon roll call vote, the motion carried unanimously.

COUNCILLOR'S BILL NO. 5 RE CRIMINAL TAMPERING

Councillor Davia moved, seconded by Dixon to pass Councillor's Bill No. 5 on first reading amending Title VI, Chapter 3 of the Westminster Municipal Code to add section 12 Criminal Tampering. Upon roll call vote, the motion carried unanimously.

COUNCILLOR'S BILL NO. 6 RE CODE AMENDMENTS CHAPTER 1 OF TITLE III

Councillor Dittman moved, seconded by Kauffman to pass Councillor's Bill No. 6 on first reading amending Chapter 1 of Title III of the Westminster Municipal Code concerning a change in title from Animal Warden to Animal Management, change in enforcement authority language for Animal Management, Community Service Officer, Code Enforcement Officer, and Traffic Accident Investigator, establishing the position of Liquor Investigations Officer, and including a definition of Peace Officer and Police Officer. Upon roll call vote, the motion carried unanimously.

COUNCILLOR'S BILL NO. 7 RE 2005 COMPUTER REPLACEMENT AND ACQUISITION

Councillor Davia moved, seconded by Price to pass Councillor's Bill No. 7 on first reading appropriating \$270,000 in the General Fund for the computer replacement lease proceeds. Upon roll call vote, the motion carried unanimously.

REPLACEMENT COMPUTER LEASE PURCHASE PROGRAM FOR 2005

Councillor Davia moved, seconded by Price to authorize the City Manager to enter into a lease/purchase agreement in an amount not to exceed \$286,750, including approximately \$16,750 in financing cost, to fund the 2005 computer replacement and acquisition program. The motion carried unanimously.

LEASE/PURCHASE FOR REPLACEMENT MOBILE COMPUTERS FOR POLICE AND FIRE

Councillor Hicks moved, seconded by Price to authorize the City Manager to enter into a lease/purchase agreement in an amount not to exceed \$504,450, which includes \$451,425 for laptop purchases and approximately \$53,025 for financing costs, to fund the purchase of mobile laptop computers for the integrated Computer Aided Dispatch and Records Management System (CAD/RMS). Funds for the lease purchase payments are budgeted in the Police and Fire Department operating budgets for 2005 and 2006, and will be included in the proposed budget for 2007. The motion carried unanimously.

COUNCILLOR'S BILL NO. 8 RE COMPUTER REPLACEMENT LEASE PROCEEDS

Councillor Hicks moved, seconded by Price to pass Councillor's Bill No. 8 on first reading appropriating \$451,425 in the General Fund for the computer replacement lease proceeds. Upon roll call vote, the motion carried unanimously.

RESOLUTION NO. 5 RE 2004 PAB ASSIGNMENT TO METRO MAYORS CAUCUS

Councillor Price moved, seconded by Dixon to adopt Resolution No. 5 assigning and transferring \$1.0 million of the City of Westminster's 2004 Private Activity Bond allocation to the City and County of Denver for the purpose of participating in the Metro Mayor's Caucus Single Family Mortgage Bond Program and authorize the Mayor and City Clerk to execute the necessary documents. Upon roll call vote, the motion carried unanimously.

RESOLUTION NO. 6 RE 2004 PAB ASSIGNMENT TO WEDA

Councillor Price moved, seconded by Dixon to adopt Resolution No. 6 assigning the balance of 2004 Private Activity Bond (PAB) allocation to the Westminster Economic Development Authority in the amount of \$2,660,440 to undertake redevelopment activity within urban renewal areas. Upon roll call vote, the motion carried unanimously.

RESOLUTION NO. 7 RE HYLAND HILLS APPLICATION FOR ADAMS COUNTY OPEN SPACE

Councillor Dixon moved, seconded by Davia to adopt Resolution No. 7 sponsoring Hyland Hills Park and Recreation District for an Adams County Open Space grant application. Upon roll call vote, the motion carried unanimously.

EXECUTIVE SESSION

It was announced that an economic development matter would be discussed.

ADJOURNMENT:

The meeting was adjourned at 7:45 P.M.

ATTEST:

Mayor

City Clerk



WESTMINSTER
COLORADO

Agenda Memorandum

Agenda Item 8 A

City Council Meeting
January 24, 2005



SUBJECT: Financial Report for December 2004
Prepared By: Tammy Hitchens, Acting Finance Director

Recommended City Council Action

Accept the Financial Report for December 2004 as presented.

Summary Statement

City Council is requested to review and accept the attached monthly financial statement. The Shopping Center Report is also attached. The December reports show comparisons to the final budget rather than a pro-rated budget, as shown during other monthly reports.

- On a year-to-date basis, across all shopping centers, total sales & use tax receipts are up 2%.
- The Westminster Mall is down 3% from last year; other significant changes include the Village at Park Centre (NW Corner of 120th and Huron) up 12%; Mission Commons (West side of Wadsworth from 88th-90th) down 12%; and, Westmoor (NW of 108th and Wadsworth) sales taxes are up 11%.
- Public Safety Tax (PST) receipts for the month of December were \$844,062; last month this figure was \$789,814.

It is important to note that year-end accruals and audit adjustments will be made to the December figures. Final figures will be presented to Council in June. Key items in this monthly financial report for December are as follows:

- Total Sales and Use Tax Fund revenues are \$925,000 over budget for the year.
 - Use Tax is under budget by \$809,000. Staff is researching the decrease in auto use tax, which makes up \$465,000 of the total use tax budget deficit, and is contacting other counties to determine if this trend is specific to Westminster or is county-wide.
 - Without the new PST, adjusted Sales Tax Returns (returns only) are over budget by \$1,177,000.
 - The PST contributed \$8,824,000 to 2004 revenues for providing additional and enhanced public safety services. This was \$391,000 over what was projected.
- The General Fund is currently showing a net operating surplus of \$9,386,000. However, 2004 bills will continue to be paid until mid-February. Revenues earned in 2004 but received in 2005 (again until mid-February) will also be recorded.
- The Open Space Fund received \$220,000 from Urban Drainage and Flood Control District for flood plain property at Old Wadsworth and 104th Ave.
- The combined Utility Funds are showing a net operating surplus of \$6,266,000. As with the General Fund, there are still outstanding revenues and expenses that will affect this number.
- The combined Golf Course Funds are showing a net operating deficit of \$789,000.

Policy Issue

A monthly review of the City's financial position is the standard City Council practice; the City Charter requires the City Manager to report to City Council on a quarterly basis.

Alternative

Conduct a quarterly review. This is not recommended, as the City's budget and financial position are large and complex, warranting a monthly review by the City Council.

Background Information

This section includes a discussion of highlights of each fund presented.

For revenues, a positive indicator is a budget percentage at or above 100%. For expenditures, a positive indicator is a budget percentage that is below 100%. If a fund is on schedule for the year regarding revenues and/or expenditures, the percentage will be 100% of budget figures.

General Fund: This fund reflects the results of the City's operating departments: Police, Fire, Public Works (Streets, etc.), Parks Recreation and Libraries, Community Development, and the internal service functions such as City Manager, City Attorney, Finance, and General Services.

At the end of December, the General Fund is in the following position regarding both revenues and expenditures:

- Revenues are under budget by \$232,000, (99.71% of budget). This figure is negatively impacted by the fact there are still revenues that will be received in 2005, but recorded in December, 2004. After year-end adjustments are made, this figure should be significantly higher than budget. The difference is due to the following:
 - Recreation Center revenues are still below budget by \$596,000. The primary reason is upward adjustments for \$550,000 for the Ice Centre will be made as part of the year-end audit.
 - Intergovernmental Revenue has one month's outstanding receipts to receive. This will increase the final figure by approximately \$400,000.
 - Adams County residential building permit revenues are over budget by \$612,000.
- Expenditures are under budget by \$9.6 million (89% of budget), due to under-spending in several departments. Expenditures will increase as 2004 bills are paid (until mid-February) and one week's salary and benefits are accrued back to 2004.

Sales and Use Tax Funds (Sales & Use Tax Fund and Open Space Sales & Use Tax Fund)

These funds are the repositories for the 3.85% City Sales & Use Tax for the City. The Sales & Use Tax Fund provides monies for the General Fund, the Capital Project Fund and the Debt Service Fund. The Open Space Sales & Use Tax Fund revenues are pledged to meet debt service on the POST bonds, buy open space, and make park improvements on a pay-as-you-go basis. The Public Safety Tax (PST) was approved

by the voters in the November 2003 election, and is a 0.6% sales and use tax to be used to fund public safety-related expenses. At the end of December, the position of these funds is as follows:

- Sales & Use Tax Fund revenues are over budget by \$925,076 (101.6% of budget). These numbers include year-to-date PST receipts through December.
- Sales & Use Tax Fund expenditures are even with budget because they represent the budgeted transfers to the General Fund, Debt Service Fund and General Capital Improvement Fund.
- Open Space Sales & Use Tax Fund revenues are over budget by \$183,089 (102.4% of budget).
- Open Space Sales & Use Tax Fund expenditures are under budget by \$1.6 million (80% of budget). All unspent funds will be carried over to 2005 to continue to meet the goals and objectives of the Open Space program.

Water, Wastewater and Storm Water Drainage Funds (The Utility Enterprise)

This fund reflects the operating results of the City's water, wastewater and storm water systems. It is important to note that net operating revenues are used to fund capital projects. At the end of December, the enterprise is in a positive position.

- Combined Water & Wastewater revenues are under budget by \$329,234 (99% of budget).
- Water revenues over budget by \$705,211 (102.5% of budget).
 - Water revenues from rates and charges are under budget by \$1,758,522 or 92% of budget.
 - Tap fees are over budget by \$2,642,703 (162% of budget).
- Wastewater revenues under budget by \$1,034,445 (91% of budget).
 - Wastewater revenues from rates and charges are under budget by \$957,704 or 90% of budget.
 - Tap fees are over budget by \$246,111 (114% of budget).
- Storm water Drainage revenues are slightly over budget by \$23,196 (103% of budget).
- Combined Water & Wastewater expenses are under budget by \$6,595,639 (80% of budget):
 - Water expenses are under budget by \$5,214,794 (78% of budget) due to lower than budgeted contracted service and capital outlay expenses.
 - Wastewater expenses under budget by \$1,380,845 (83% of budget) for the same reason – lower than budgeted contracted service costs and capital outlay.
 - Storm Drainage expenses under budget by \$97,562 (59% of budget).

Golf Course Enterprise (Legacy and Heritage Golf Courses)

This enterprise reflects the operations of the City's two municipal golf courses. The enterprise as a whole is in a negative position, with net income currently \$789,360 under budget for the year. On October 11, 2004, City Council approved a four-point program to provide relief to the golf courses over the coming years.

- Legacy – Revenues are under budget by \$439,826 (79% of budget).
- Legacy – Operating expenses are under budget by \$175,126 (89.3% of budget).
- Heritage – Revenues are under budget by \$677,067 (69% of budget).
- Heritage – Operating expenses are under budget by \$152,407 (91% of budget).

Staff will attend the January 24th City Council meeting.

Respectfully submitted,

J. Brent McFall, City Manager

Attachments

**City of Westminster
Financial Report
For the Twelve Months Ending December 31, 2004**

| Description | Budget | Notes | Actual | (Under) Over Budget | % |
|-----------------------------------|------------------|---------|---------------------|------------------------|-------------|
| Golf Courses Combined | | | | | |
| Revenues | | | | | |
| Charges for Services | \$ 3,934,702 | | \$ 2,825,734 | \$ (1,108,968) | 72% |
| Interest Income | - | | (7,926) | (7,926) | |
| Other Financing Sources | 399,642 | (3) | 399,642 | - | 100% |
| Total Revenues | <u>4,334,344</u> | | <u>3,217,450</u> | <u>(1,116,894)</u> | <u>74%</u> |
| Expenses | | | | | |
| Central Charges | 191,441 | | 164,088 | (27,353) | 86% |
| Other Financing Use | 399,642 | (3) | 399,642 | - | 100% |
| Recreation Facilities | <u>2,752,379</u> | | <u>2,452,198</u> | <u>(300,181)</u> | <u>89%</u> |
| Sub-Total Expenses | <u>3,343,462</u> | | <u>3,015,928</u> | <u>(327,534)</u> | <u>90%</u> |
| Operating Income (Loss) | 990,882 | | 201,522 | (789,360) | |
| Less Debt Service Expense | <u>990,882</u> | (1),(2) | <u>990,882</u> | <u>-</u> | <u>100%</u> |
| Revenues Over(Under) Expenditures | <u>\$ -</u> | | <u>\$ (789,360)</u> | <u>\$ (789,360)</u> | |

- (1) Legacy's scheduled debt service payments due in Year 2004 are \$493,729. For Legacy, 1/12 of the debt service is transferred to the Debt Service fund each month. This transfer is reflected in the budget figures above.
Heritage's debt service is \$497,153 for the year. This presentation should give the reader a clearer picture of the results of operations.
- (2) Because the 1997A Sales and Use Tax Revenue Bonds are not a legal liability of the Golf Course Fund, the principal and interest that was recorded in Legacy Ridge was removed and recorded in the General Long Term Debt Account Group. However, Legacy is making monthly transfers to the Debt Service Fund as noted above to assist in the payment of principal and interest. In order for the reader to get a clear picture of golf course operation without the Debt Service Fund transfers, the report will show Operating Income (without the budgeted debt service) and Revenues Over (Under) Expenditures (with debt service as budgeted).
- (3) Other Financing Source and Other Financing Use resulted from the appropriation and recording of the lease for the new golf carts.



WESTMINSTER
COLORADO

Agenda Memorandum



City Council Meeting
January 24, 2005

SUBJECT: 2005 Concrete Replacement Project Bids

Prepared By: Ray Porter, Infrastructure Improvements Division Manager

Recommended City Council Action

Authorize the City Manager to sign a contract with the low bidder, ABCO Contracting, Inc., in the amount of \$959,703 for the 2005 Concrete Replacement Project.

Summary Statement

- City Council action is requested to award the bid for the 2005 Concrete Replacement Project.
- City Council approved funds in the 2005 Infrastructure Improvements Division budget to replace over 29,800 linear feet of deteriorated curbs, gutters, sidewalks, crosspans and curb ramps.
- Concrete replacement will be done on 216 streets earmarked for reconstruction, resurfacing or sealcoating, at two City facility parking lots, and at 252 locations from the final "Citizen's Request for Concrete Replacement Priority List."
- Westminster also included concrete replacement bid quantities for Adams County School Districts #12 and #50 at various school sites. The School Districts' portion of this bid is not reflected in the \$959,703 City award and will be administered by each respective entity.
- Also included in this year's bid is a Utilities Field Operations expenditure of \$52,012 for curb, gutter and sidewalk replacement required during water main replacements, as well as concrete replacement on nine streets earmarked by Street Maintenance Operations in conjunction with the in-house rehabilitation project for \$88,308.
- Formal bids were solicited from nine contractors with eight responding.
- The low bidder, ABCO Contracting, Inc., meets all of the City bid requirements and has successfully completed similar projects in Westminster and the Denver Metro Area during the past five years.

Expenditure Required: \$959,703

| | | |
|-------------------------|---|-----------|
| Source of Funds: | Infrastructure Improvements Division Operating Budget | \$807,383 |
| | Street Division Operating Budget | \$88,308 |
| | Utilities Field Operations Budget | \$52,012 |
| | City Facilities Parking Lot Maintenance Program | |
| | General Fund Capital Improvement Project | \$12,000 |

Policy Issue

Should this bid be awarded to the low bidder ABCO Contracting, Inc., for the replacement of concrete curbs, gutters and sidewalks as specified in the contract documents for this project?

Alternatives

Alternatives to this project include:

- Not replacing concrete on streets earmarked for reconstruction, resurfacing, or sealcoating.
 - a) Available dollars for asphalt work could increase by \$800,000.
 - b) The asphalt improvements would not realize full life expectancy, due to accelerated deterioration where damaged gutters are left.
 - c) Concrete replacement requested by citizens would increase.
 - d) Service level would fall lower than the norm in the Metro Area.

Background Information

City Council approved funds in the 2005 Infrastructure Improvements Division budget to replace 29,800 linear feet of deteriorated curbs, gutters, sidewalks, crosspans and curb ramps at 216 locations earmarked for street reconstruction, resurfacing or sealcoating and at 252 isolated locations from the final year of the “Citizens Request for Concrete Replacement” priority list.

Westminster also included concrete replacement bid quantities for Adams County School Districts #12 and #50 at various school sites. The School Districts’ portion of this bid is not reflected in the \$959,703 City award and will be administered by each respective entity.

The following sealed bids were received:

| | |
|--------------------------------|-------------|
| 1. ABCO Contracting | \$959,703 |
| 2. Eaton-U, Inc. | \$977,786 |
| 3. Citywide Enterprises, Inc. | \$1,007,924 |
| 4. Thoutt Bros. Concrete Co. | \$1,017,767 |
| 5. Concrete Express Inc. | \$1,091,458 |
| 6. Quality Paving | \$1,105,116 |
| 7. Concrete Works of Colorado | \$1,131,769 |
| 8. Asphalt Specialties Company | \$1,185,726 |
| City Staff Estimate | \$1,004,923 |

The cost allocation breakdown for this project is as follows:

| | |
|---|-------------------------|
| Infrastructure Improvements Division Operating Budget | \$807,383 |
| City Facility Parking Lots CIP Budget | \$12,000 |
| Street Division Operating Budget | \$88,308 |
| Utilities Field Operations Operating Budget | \$52,012 |
| TOTAL | <u>\$959,703</u> |

Respectfully submitted,

J. Brent McFall
City Manager



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
January 24, 2005



SUBJECT: 2005 Pavement Rehabilitation Project Bid

Prepared By: Ray Porter, Infrastructure Improvements Division Manager

Recommended City Council Action

Authorize the City Manager to sign a contract with the low bidder, Asphalt Specialties Company, in the amount of \$952,382 for the 2005 Pavement Rehabilitation Project.

Summary Statement

- City Council approved funds in the 2005 Infrastructure Improvements Division budget for resurfacing and reconstruction of 15 lane miles of paved roadways on 34 streets throughout the City and in the Utilities Operations Division Budget water main replacement patches at 22 locations.
- Westminster also included pavement rehabilitation bid quantities for Adams County School Districts #12 and #50 at various school sites. The School Districts' portion of the bid is not reflected in the \$952,382 City award and will be administered by each respective entity.
- Formal bids were solicited from seven contractors with five responding.
- The low bidder, Asphalt Specialties Company, meets all of the City bid requirements and has successfully completed similar Westminster projects over the past 15 years.

Expenditure Required: \$952,382

| | | |
|-------------------------|--|-----------|
| Source of Funds: | Infrastructure Improvements Division Budget Operating Budget | \$680,382 |
| | Utilities Field Operations Division Budget | \$272,000 |

Policy Issue

Should the City initiate a contract with Asphalt Specialties Company for the 2005 Pavement Rehabilitation Project?

Alternatives

One alternative to this project is to combine the bids for the Concrete Replacement Project and the Asphalt Pavement Rehabilitation Project.

- City Administrative costs would decrease because there would be only one bid instead of two.
- Bid prices for concrete work would increase because the general contractor's profit margin would be added to the subcontractor's cost.
- The contract time would have to be increased.

Background Information

The low bidder, Asphalt Specialties Company, meets all City bid requirements and has successfully completed numerous roadway projects in Westminster since the early 1990's. The 2005 Pavement Rehabilitation Project represents 15 lane miles of City street reconstruction and resurfacing at 34 locations throughout the City (see attached location list).

Also included in the project is asphalt pavement patchwork for water main replacements on 22 streets (\$272,000).

The following sealed bids were received:

| | |
|------------------------------|---------------|
| 1. Asphalt Specialties | \$952,382 |
| 2. LaFarge West, Inc. | \$1,067,792 |
| 3. Premier Paving, Inc. | \$1,140,689 |
| 4. Asphalt Paving, Inc. | \$1,179,811 |
| 5. Brannan Sand & Gravel Co. | \$1,207,875 |
| City Staff's Estimate | \$856,399 |

City Staff's estimated cost of \$856,399 included an increase over 2004 of 3% due to oil price increases, while Asphalt Specialties bids increased by 20%. The increase can be attributed to volatile oil costs that have risen substantially since last year.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

City of Westminster
Department of Public Works and Utilities
Infrastructure Improvements Division
2005 Street Improvements

Reconstruction

1. Garland Street, 100th Avenue to 104th Drive
2. 101st Avenue, Moore Street to Lewis Street

Resurfacing

1. 69th Loop, 69th Avenue to 69th Avenue
2. 69th Place, 69th Loop to East end
3. 69th Drive, 69th Avenue to 69th Avenue
4. Yates Street, 72nd Avenue to 70th Avenue
5. Raleigh Street, 76th Avenue to 78th Avenue
6. Canosa Court, 72nd Avenue to 74th Avenue
7. Dale Court, 74th Avenue to 73rd Avenue
8. 106th Avenue, 105th Place to Garrison Street
9. 104th Place, Garland Way to Garrison Street
10. Garland Way, Holland Street to 104th Place
11. Garrison Street, 106th Avenue to 104th Avenue
12. Iris Way, Independence Street to 105th Way
13. 116th Avenue, Kendall Street to Jay Street
14. 116th Avenue, Ingalls Street to Harlan Street
15. Ingalls Street, 115th Avenue to 116th Avenue
16. 115th Place, Jay Street to Ingalls Street
17. Jay Street, 116th Avenue to 115th Avenue
18. 112th Place, Harlan Street to West end
19. Ingalls Street, 112th Avenue to 112th Place
20. Harlan Street, 112th Place to North end
21. 113th Avenue, Harlan Street to Kendall Street
22. Harlan Street, 116th Avenue to 115th Avenue
23. 115th Place, Kendall Street to Lamar Street
24. Wyandot Circle, Vallejo Street to 11948 Wyandot Circle
25. 118th Avenue, 119th Avenue to East end
26. Clay Court, 119th Avenue to North end
27. 119th Avenue, Decatur Street to Zuni Street
28. Decatur Street, 120th Avenue to 119th Avenue
29. Osage Street, 134th Avenue to 135th Place
30. 134th Place, Kalamath Street to Osage Street
31. 134th Drive, 134th Place to Osage Street
32. 135th Avenue, 134th Place to Osage Street



Agenda Memorandum

City Council Meeting
January 24, 2005



SUBJECT: 2005 Capital Improvement Technical Staff Support Services

PREPARED BY: Richard A. Clark, Utilities Operations Manager

Recommended City Council Action

Based on the recommendation of the City Manager, the City Council finds that the public interest would be best served by awarding the contract to RG Consulting Engineers, Inc. as the sole source of the work. Award a contract with RG Consulting Engineers, Inc. to provide technical assistance for the Capital Improvement Projects Program in 2005 and charge the expense to the Utility Fund, Utilities Operations Budget in an amount not to exceed \$75,000.

Summary Statement

- Public Works and Utilities Capital Improvement Projects (CIP) Program is under the general direction of the Division Managers with technical engineering and management support provided by outsourced private sources.
- \$150,000 for Capital Improvement Technical Staff Support Services was budgeted in the 2005 Utility Fund CIP budget.
- Public Works and Utilities has found it is cost effective to have a broad depth of skills provided by an outside consulting firm for CIP staff support services.
- In 2004, request for proposals were sent to seven engineering consulting firms for 2004 CIP technical staff support services. Two firms submitted proposals. RG Consulting Engineers, Inc. (the City's current consultant) proposed the lowest cost, with all the required technical services, combined with the most experience. New proposals for the 2005 work were not solicited and the 2004 proposals are the basis of this award. The Purchasing Procedures require new bids or RFPs at least every three years, including service contracts.
- RG Consulting Engineers, Inc. has performed adequately in providing technical and management CIP staff assistance in prior years. RG Consulting Engineers, Inc. has indicated that they will hold their hourly rates for 2005, with the exception of an increase from \$100 to \$107 per hour for the Project Manager.
- Staff recommends that the City renew the contract with RG Consulting Engineers, Inc. to provide CIP Program technical staff support services for 2005.

Expenditure Required: Not to exceed \$75,000

Source of Funds: 2005 Utility CIP Fund Account

Policy Issue

Should the City award a not to exceed contract to RG Consulting Engineers, Inc. (RGCE) for Capital Improvement Staff Support Services in the amount of \$75,000?

Alternative

The City could add additional staff to assist with the management of the Capital Improvement Program. By using a consulting firm, the City can eliminate the need for permanent positions. In addition, there is a cost savings by only calling for contract services when a capital project requires support.

Background Information

Public Works and Utilities retained the services of RGCE on a trial basis during 1998 to assist with the Capital Improvement Program. At that time RGCE was the only firm contacted that would agree to the condition imposed by the City that the firm chosen to provide CIP assistance would not be allowed to propose for the design of capital projects due to a conflict of interest. From 1999 through 2003 RGCE worked under contract and successfully provided CIP assistance.

In 2004, request for proposals were sent to seven engineering consulting firms for 2004 CIP technical staff support services. Two firms submitted proposals. RG Consulting Engineers, Inc. (the City's current consultant) proposed the lowest cost, with all the required technical services, combined with the most experience. New proposals for the 2005 work were not solicited and the 2004 proposals are the basis of this award.

The 2005 budgeted capital improvement technical staff support services covers an hourly rate contract for all types of technical skills including computer modeling, highly technical engineering design evaluation, surveying, project planning, and operation and maintenance and construction trouble shooting experience; and management skills including agency and City Staff coordination, construction management oversight, budgeting and bidding process experience. The 2005 Budget also contains funding for a new staff engineer to provide staff engineering support for the Utilities Field Operations staff. [The addition of new staff should reduce the demand for RGCE staff to the level proposed in this memorandum.](#)

RGCE has provided similar on-call client services of this type for over 15 years to Parker, Edgewater, Superior, Lafayette, City and County of Denver, Black Hawk, Castle Rock and other organizations. RGCE is familiar with the City's policies, procedures, staff and utility systems and has proven that they have technical staff and can do a very good job at providing Capital Improvement Staff Support Services to the City.

Respectfully submitted,

J. Brent McFall
City Manager



WESTMINSTER
COLORADO

Agenda Item 8 E

Agenda Memorandum

City Council Meeting
January 24, 2005



SUBJECT: Purchase of Water Treatment Chemicals

Prepared By: Carl F. Pickett, Purchasing Officer

Recommended City Council Action

Award the bids for the purchase of Ferric Chloride to Kemiron Companies, Caustic Soda and Sodium Hypochlorite to DPC Industries, and Polyaluminum Chloride to General Chemical at the unit prices indicated on the bid tabulation on an as-needed basis up to a maximum of \$314,800, and charge the expense to the appropriate 2005 Water Resources Division Budget.

Summary Statement

- Adequate funds for the purchase of water treatment chemicals were included in the approved 2005 Water Resources Division Budget.
- Four chemicals will be purchased in large quantities in 2005. They are: Ferric Chloride, Caustic Soda, Sodium Hypochlorite, and Polyaluminum Chloride.
- In November 2004, the Multiple Assembly of Procurement Officials (MAPO) extended the current agreement with the low bidders for water treatment chemicals. There were no price increases on any of the water treatment chemicals. These joint purchase bids are being recommended for the purchase of Ferric Chloride, Caustic Soda, and Sodium Hypochlorite.
- Polyaluminum Chloride was not included in MAPO's bid, so the City solicited bids from three vendors in 2003. That bid has also been extended with no price increase. The only response meeting specifications is being recommended for purchase.

Expenditure Required: Not to exceed \$314,800

Source of Funds: Utility Fund, Water Resources Division Budget

Policy Issue

Should the City accept the MAPO bids for Water Treatment Chemicals or seek bids separately for the City of Westminster?

Alternative

Reject the MAPO bid and re-bid the chemicals. This is not recommended as the bids received through MAPO are valid bids that the City would most likely not to be able to improve upon.

Background Information

As part of the 2005 Budget, City Council approved the purchase of water treatment chemicals for the City's water supply. Information regarding each chemical and its approximate annual usage and low bid price follows:

| CHEMICAL | APPROXIMATE QUANTITY | PRICE | EXTENDED PRICE | VENDOR |
|-----------------------|----------------------|------------|----------------|-------------------|
| Ferric Chloride | 300 tons | \$285 ton | \$85,500 | Kemiron Companies |
| Caustic Soda | 100 tons | \$345 ton | \$34,500 | DPC Industries |
| Sodium Hypochlorite | 100 tons | \$1060 ton | \$106,000 | DPC Industries |
| Polyaluminum Chloride | 120 tons | \$740 ton | \$88,800 | General Chemical |

Ferric Chloride is used for coagulation/clarification in the treatment process at the Semper Water Treatment Facility. Caustic Soda is used for pH control and chlorine is used for disinfection. These chemicals are used at the Semper Water Treatment Facility and the Northwest Water Treatment Facility. The usage numbers are approximate since this is for the whole year's usage, and factors such as weather and demand are unpredictable. The approximate usage figures are based on last year's actual usage.

This bid was put out on behalf of MAPO, a cooperative of state, municipal, county, special district, school district and other local government agencies. This is a competitive bid and offers greater volume and lower prices to the City than the City can obtain on its own. Westminster City Code 15-1-4-A1 specifically states that this is an acceptable form of purchasing for the City.

Twenty-nine chemicals were put out on the MAPO bid. Thirty-two water chemical vendors responded to the bid notification. They were American Pride; Aqua Ben Corp.; Aqueous Solution; Basic Chemical Solutions; BHS Marketing; Calgon Carbon; Carbon USA; Carus Corp; CPL Carbon Link; DPC Industries; General Chemical; General Technologies; Good Pasture; Harcros Chemical; Industrial Chemicals; Interstate Chemical; LCI Lucier Chemical Industry; Kemiron North America; Marina Pool Corp.; MeadWestvaco; Mississippi Lime; Norit Americas; Ondeo Nalco; Peak Polymer; Polydine; PVS Tech; Solvay Minerals; Thatcher Company; Treatment Tech.; U.S. Welding; and Univar.

The low bids for the three chemicals, Ferric Chloride to Kemiron in the annual approximate amount of \$85,500, Caustic Soda to DPC Industries in the annual approximate amount of \$34,500, and Sodium Hypochlorite to DPC Industries in the annual approximate amount of \$106,000 meets all specifications and requirements set by the City.

Polyaluminum chloride is used for coagulation/clarification in the treatment process at the Northwest Water Treatment Facility. The sole responsive bid put out by the City for Polyaluminum Chloride was received from General Chemical and was not bid by MAPO. Two other bids were received from Kemiron and Summit Research but they did not meet specifications. Their products each contained less aluminum and required higher volumes of chemical use to offset the difference, thus increasing their net cost. The added volumes also increased the cost of pH adjustment and staff-hours for handling the additional chemical shipments. The bid from General Chemical in the annual approximate amount of \$88,800 meets all specifications and requirements set by the City, at the lowest net cost.

The annual estimated cost of the chemicals is within the amount previously approved by City Council for this expense.

Respectfully submitted,

J. Brent McFall
City Manager



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
January 24, 2005



SUBJECT: Dell Computer Purchases

Prepared By: David Puntenney, Information Technology Director

Recommended City Council Action

Find that the Western States Contracting Alliance (WSCA) pricing meets City Charter bidding requirements and authorize staff to proceed with 2005 calendar year purchases of hardware, servers, printers and software through Dell Computer Corporation in an amount not to exceed \$158,000.

Summary Statement

- The City of Westminster uses over 63 computer servers to support software applications and provide services for all departments.
- Servers are replaced on a four year replacement schedule in order to provide a high level of reliability, availability and performance.
- Maintenance contracts for computer servers more than four years old are expensive.
- City Council authorized funds in the 2005 Utility Fund, Information Technology Department operating budget to purchase replacement servers and associated hardware.
- City Council authorized funds in the 2005 Utility Fund, Information Technology Department operating budget to purchase a new tape backup system. This hardware will also be purchased through Dell Computer Corporation.
- Decommissioned servers are relocated to the City's computer disaster recovery facility to serve as short term recovery computers in the event a disaster at the primary computer facility located at City Hall.
- The City purchases hardware through Dell Computer at or below the Western States Contracting Alliance (WSCA) contract prices, therefore meeting the City Charter bidding requirements.

Expenditure Required: \$158,000

Source of Funds: Utility Fund, Information Technology Department Operating Budget

Policy Issue

Should the City continue to replace aged computer servers and hardware to ensure high availability, performance and capacity to support software applications and users?

Alternative

Forgo the 2005 replacement of computer hardware and servers. This alternative is not recommended for the following reasons:

- 1) Continued maintenance on older servers is expensive. The City purchases new servers with a four year maintenance agreement included.
- 2) Application software upgrades frequently require more processing speed and memory. Attempting to upgrade older servers to meet the demands of new applications is many times impossible, and not cost effective, especially when combined with the cost of maintaining older computer technology.
- 3) The expected performance and reliability of servers more than four years old is unacceptable for the City's critical applications.

Background Information

The City uses more than 63 computer servers to support applications such as Computer Aided Dispatch, Police Records Management, Enterprise Resource Management, Court, Geographic Information Systems, Internet, Intranet, Utility Maintenance Management, Office tools and many others. These servers are critical to departments depending on technology to provide internal and external customer service and to conduct primary City operations. High reliability and performance of these systems is essential.

The City has established a replacement schedule in which computer servers are replaced after four years of use. The decommissioned servers are frequently relocated to the City's computer disaster recovery facility to provide short term, more limited use in the event of a disaster at the City Hall computer room.

New servers include a four year maintenance agreement, so the City does not incur additional hardware maintenance expense during the full production life of the servers.

The City has standardized on Dell computer servers, which have some of the highest customer satisfaction and quality ratings in the industry.

Respectfully submitted,

J. Brent McFall
City Manager



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
January 24, 2005



SUBJECT: US 36 and Federal Median Landscape Contract Award

Prepared By: Kathy Piper, Landscape Architect II

Recommended City Council Action

Authorize the City Manager to execute a contract with Arrow J Landscape and Design, Inc. in the amount of \$77,643 for the US 36 and Federal median landscaping and authorize a \$7,700 contingency amount.

Summary Statement

- All median landscaping will be drought-tolerant plant materials and irrigation technology that uses City water effectively. (See attached plan.)
- The median landscaping is the first phase for the US 36 and Federal interchange with future improvements to include a gateway and landscaping of the on and off ramps. The City is currently waiting for Colorado Department of Transportation (CDOT) to update their policy for landscaping within CDOT rights-of-way before the remainder of the project can be completed.
- Bids were solicited from three reputable landscape construction companies, with all three companies providing bids. The low bid for this phase of the project is Arrow J Landscape, Inc.
- Arrow J Landscape Inc. has successfully completed new construction, renovation and landscape projects for the City in the past, most recently the median plant renovations throughout the City and a new Westminster gateway at 68th Avenue and Sheridan Boulevard.
- A total of \$85,343 has been designated in the Community Enhancement Capital Improvement Project for Federal Boulevard median landscape in 2005.
- Construction will begin in the spring of 2005.

Expenditure Required: \$ 85,343.00

Source of Funds: 2005 General Capital Improvement Fund – Community Enhancement Project Account

Policy Issue

Should the City expend community enhancement funds on the median landscape improvements on US 36 and Federal Boulevard?

Alternative

City Council could choose not to authorize the median landscaping bid and leave the medians in their current condition until a later date project or until CDOT finalizes their policy on right-of-way landscaping. Staff recommends pursuing landscaping of the medians to eliminate the weeds currently growing in the medians and help improve the overall image as traffic travels on or off the US 36 and Federal Boulevard interchange. Additional landscaping and a gateway sign will be part of a second phase once the Colorado Department of Transportation has finalized its new policies on right-of-way landscaping.

Background Information

The City of Westminster’s landscaped median development has increased over the past ten years as various street beautification projects have been completed. The newest medians completed are at 104th Avenue, between Sheridan Boulevard and US 36, and a section of median on 120th Avenue in front of Bradburn Village.

In 2003, the General Capital Improvement Fund also dedicated monies for median landscape renovations at the following locations:

- Yates Street, 92nd Avenue to the RTD Park and Ride
- US 36 at the Sheridan Boulevard intersection
- 92nd Avenue medians in front of City Hall
- Sheridan Boulevard, from 92nd Avenue to 104th Avenue.

Staff will be continuing median renovations in the coming year, including 88th Avenue, between Sheridan Boulevard and Wadsworth Boulevard.

A competitive bid was sent out to three landscape construction companies for landscaping the medians and bids were received as follows:

| | |
|--------------------------|-----------|
| Arrow J Landscape Inc. | \$77,643 |
| T2 Construction | \$78,944 |
| Autumn Landscaping, Inc. | \$107,650 |

Respectfully submitted,

J. Brent McFall
City Manager

Attachment



WESTMINSTER
COLORADO

Agenda Item 8 H

Agenda Memorandum

City Council Meeting
January 24, 2005



SUBJECT: Grant Application to Adams County Open Space Program for the Doulos Open Space Acquisition

Prepared By: John Carpenter, Director of Community Development

Recommended City Council Action:

Authorize Staff to submit a grant application for approximately \$250,000 to the Adams County Open Space Program to acquire a portion of the Doulos property located north of 124th Avenue on both sides of Zuni Street.

Summary Statement:

- The Adams County Open Space Program provides grants to eligible jurisdictions for open space, trail and park projects.
- Staff is recommending the acquisition of the Big Dry Creek flood plain and some non-flood plain areas on this highly visible property. Acquisition would preserve a key “missing link” in the City’s publicly owned Big Dry Creek open space corridor.

Expenditure Required: \$ 200 (for cost of color copying the application)

Source of Funds: Open Space Fund Budget

SUBJECT: Grant Application to Adams County Open Space Program for the Doulos Open Space
Acquisiton

Page 2

Policy Issue

Should the City apply for a grant from the Adams County Open Space program spring grant cycle to acquire the Doulos property?

Alternative

Not apply in this cycle. Staff does not recommend this alternative because the City has received very positive feedback from the Adams County Open Space Advisory Board and Board of County Commissioners regarding the City's open space preservation efforts along Big Dry Creek.

Background Information

The Doulos Ministries owns an approximately 38 acre parcel of land along Big Dry Creek north of 124th Avenue. Zuni Street bisects the property. This is one of the few remaining non-City owned parcels of land along Big Dry Creek in the City.

Big Dry Creek meanders through the property and the Big Dry Creek trail crosses the property on a temporary trail easement. Staff is proposing the acquisition of approximately 20-25 acres of mostly flood plain land along the creek on both sides of Zuni Street. This area is a key wildlife riparian corridor along Big Dry Creek.

The final acquisition price and acres to be acquired are still under negotiation. Staff recommends that the City request approximately 50% of the acquisition costs from Adams County or up to \$250,000.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment: Vicinity Map



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
January 24, 2005



SUBJECT: Automatic Assistance Agreement for Technical Rescue Response and Equipment Transfer

Prepared By: Ken Watkins, Deputy Fire Chief

Recommended City Council Action:

Authorize the City Manager to approve an automatic assistance agreement between the City of Westminster and Kaiser-Hill Company, LLC, for technical rescue response to the Rocky Flats Environmental Technology Site and to allow for equipment transfer.

Summary Statement:

Kaiser-Hill Company, LLC, a contractor to the United States Department of Energy at Rocky Flats has requested assistance from the City of Westminster to provide technical rescue response to the Rocky Flats Environmental Technology Site (RFETS) until December 31, 2006. In exchange for this service and to facilitate this response, Kaiser-Hill Company, LLC, will transfer ownership of technical rescue equipment valued at approximately \$75,000 to the City of Westminster. Staffs from both agencies along with respective legal representatives have negotiated the attached agreement.

Expenditure Required: \$ 0

Source of Funds: N/A

Policy Issue

Should the City of Westminster provide technical rescue assistance to the Rocky Flats Environmental Technology site in exchange for technical rescue equipment?

Alternative

Do not enter into this agreement with Kaiser-Hill Company, LLC. The Rocky Flats Fire Department would continue to provide this service on plant site until department closure in June 2005. The chance of a technical rescue event on the site is slim, however due to other mutual aid agreements the City would most likely be requested to assist even if this agreement is not adopted.

Background Information

Fire Department Staff was approached early in 2004 by representatives of Kaiser-Hill Company, LLC, about entering into an agreement to provide technical rescue response to the Rocky Flats site. This service has been provided by the Rocky Flats Fire Department, however as the site progresses toward closure and has continued personnel reductions, the department is concerned that it will be difficult to provide this service in the future. In addition, the closure schedule calls for complete fire department closure in June 2005. Recently, Kaiser-Hill Company, LLC, entered into a similar agreement with the Arvada Fire Protection District to provide hazardous materials response.

Technical rescue incidents require specialized training and equipment and generally consist of the following:

- Confined space rescue from below grade, tunnels, vaults, etc.
- Trench rescue at construction or excavation sites
- Structural collapse, extrication and rescue
- High and low angle rescue from towers, buildings, bridges, or below grade where rescuers utilize a variety of ropes and harnesses.

In order to provide this service to the Rocky Flats site the agreement transfers ownership of an estimated \$75,000 worth of specialized technical rescue equipment to the City of Westminster. This equipment is contained in two trailers and includes:

- Communication equipment for collapse or below grade incidents
- In-line breathing air system
- Shoring equipment including a pneumatic air shore system
- Portable generator and lighting equipment
- Various power and hand tools
- Ropes and harness systems

The likelihood of Westminster responding to RFETS for a technical rescue event is slim. When the plant was in full operation the Rocky Flats Fire Department averaged only two responses per year for this type of incident. The City will be able to utilize this equipment for technical rescue situations throughout the City, not just on plant site. Currently the City has a limited inventory of this type of equipment and at times must rely on mutual aid from neighboring jurisdictions to assist with these types of incidents.

The North Area Technical Rescue Team (NATRT) was formed eight years ago to assist area fire departments in handling technical rescue incidents. Westminster has been a member of NATRT, however only from an advisory level because the Fire Department has not had the resources to train and equip members to the technician level needed to respond on incidents. The Fire Department has plans to increase the level of involvement by sending a small group to more specialized training. This training coupled with the additional equipment from this agreement will allow the City to provide a higher level of technical rescue response.

Respectfully submitted,

J. Brent McFall, City Manager
Attachment

**AUTOMATIC ASSISTANCE AGREEMENT FOR
TECHNICAL RESCUE RESPONSE**

BETWEEN

CITY OF WESTMINSTER

AND

KAISER-HILL COMPANY, LLC

1. IDENTIFICATION OF ENTITIES

The entities to this Automatic Assistance Agreement (Agreement) are: The City of Westminster, Colorado, and the Kaiser Hill Company, LLC, a contractor to the United States Department of Energy, Rocky Flats Project Office (RFPO). Kaiser-Hill Company, LLC, is the Closure Contractor at the Rocky Flats Environmental Technology Site (RFETS).

2. DEFINITIONS

- A. The term "Technical Rescue response" includes those services necessary to respond to a technical rescue incident or incidents that threatens life, property, or the environment. In terms of this Agreement, a technical rescue response is considered a response to a confined space, high angle, low angle or trench rescue incident as defined by NFPA and OSHA codes and standards related to Technical Rescue.
- B. The term "City" means the City of Westminster, Colorado.
- C. The term "K-H" refers to the Closure Contractor, Kaiser-Hill Company, LLC at RFETS.
- D. The term RFETS means Rocky Flats Environmental Technology Site.
- E. The term "RFETS Fire Department" means the fire department supporting or contracted to provide fire fighting services at RFETS.
- F. The term "RFETS Fire Protection Area" means that area lying within the boundaries of the RFETS (including the area designated as the "Buffer Zone") within which the RFETS Fire Department normally has primary responsibility for fire protection. This area encompasses, Sections 1-4 and 9-15, Township 2 South, Range 70 West, Sixth Principal Meridian, Jefferson County, Colorado.
- G. The term "RFPO" means the Department of Energy, Rocky Flats Project Office.

3. PURPOSE

The purpose of this Agreement is for the City of Westminster to provide automatic assistance as the primary Technical Rescue agency for rescue response within the RFETS Fire Protection Area, and to define the technical response equipment that will be transferred to the City for use in the provision of this support.

4. RESPONSIBILITIES OF THE ENTITIES

A. Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:

1) Requests for assistance hereunder need to be acted upon only if made by the following persons designated as representatives of K-H: RFETS Fire Department Dispatch Center under the authority of a RFETS Fire Department Officer, Senior K-H Manager (President, Vice President, or senior manager within Site Services), or RFPO Senior Official (DOE RFPO Manager or designee).

2) Any request for assistance hereunder shall include a statement of the type of incident being encountered, the requirement for Technical Rescue response, and the location where the equipment and personnel are to be dispatched to the extent such information is known at the time the request is made.

3) The fire officer in charge of the City's response shall report to the RFETS Incident Commander or Senior Fire Officer at the location where the equipment and personnel are dispatched. Personnel from the City shall remain, at all times, under the direction of the City's officer in charge of the Technical Rescue Response Team.

4) The City of Westminster shall dispatch an adequate number of Technical Rescue technicians to effectively perform the extrication and stabilization functions per industry standards. The dispatch of non-qualified personnel to perform support functions is appropriate.

5) The City of Westminster Fire Department shall be released by the RFETS Incident Commander when the services are no longer required or when, by Agreement between the RFETS Incident Commander and the City, their services are needed for a higher priority emergency response outside the RFETS Fire Protection Area. The City of Westminster shall provide continuation of Technical Rescue response through the resources of the City. The City's resources include agreements for mutual aid through various jurisdictions including but not limited to the Denver Metro Mutual Aid Agreement.

6) Upon execution of this Agreement and the transfer of associated property from RFPO to the City of Westminster, it is understood that the City shall be the primary source of Technical Rescue response for the RFETS and requests for assistance shall be honored within the purview of this Agreement. This Agreement provides for continuation of Technical Rescue response through the resources of the City.

7) Upon receipt of a request for Technical Rescue response assistance from an individual authorized to make the request pursuant to paragraph 4(A)(1) of this Agreement, the City's dispatch center shall dispatch the appropriate technical rescue response equipment and personnel to any specified location within the RFETS Fire Protection Area, including those areas potentially containing radiological contamination.

B. All personnel from the City of Westminster who may be required to respond under this Agreement must complete orientation training and briefings provided by the K-H within 60 days after this Agreement is signed. Topics will cover RFETS procedures and actions for technical rescue response with potential radioactive material involved, and General Employee Radiological Training. All entities shall agree to participate in mutual drills to enhance their ability to respond to an incident.

Specific elements of this and any other briefings, drills or exercises will be determined by mutual agreement of the entities. Training costs will be paid for by each of the entities for their respective organizations.

C. The RFPO shall provide to the City of Westminster, by transfer of title, RFETS Fire Department technical rescue equipment including the Technical Rescue Trailers and associated equipment. The transfer pursuant to the provisions of this Agreement constitutes a "TRANSFER IN KIND." Associated equipment (both fixed and expendable) identified in Appendix A, Bill of Sale, shall be provided with these vehicles. These equipment items shall be agreed to for transfer upon execution of this Agreement by the City and K-H. The conveyance of all right, title and interest in and to the Technical Rescue Trailers shall be final for all purposes.

- 1) The City as owner shall assume responsibility for the vehicles, to include insurance, maintenance, care, upkeep, and repair commensurate with this ownership.
- 2) The City shall assume responsibility for replacing any fixed or expendable equipment or supplies on the Technical Rescue Trailers used in a tech rescue incident or other type of response outside the RFETS Fire Protection Area.
- 3) With respect to City's responses within the RFETS Fire Protection Area pursuant to this Agreement as set forth below, K-H shall be responsible for replacing all expendable equipment and supplies on the Technical Rescue Trailers used during the response after the equipment and supply items provided in the Appendix A listing have been used. In addition, K-H will, as necessary, direct the radiological and beryllium decontamination of Technical Rescue Trailers, equipment and/or supplies used during the City's responses under this Agreement. Radiological and beryllium contamination monitoring and release of the Technical Rescue Trailers, equipment and/or supplies will be performed as soon as possible following each incident. Contamination guidelines contained in the Nuclear Regulatory Commission, Regulatory Guide 1.86, Section 4, "Decontamination for Release for Unrestricted Use" shall apply (Reference DOE Order 5400.5 Section IV). Decontamination and monitoring shall be at the sole expense of K-H.
- 4) Medical analysis of potential personnel radiological or beryllium contamination shall be provided by the RFETS medical staff, as available, and as long as this staff is resident to RFETS. Analysis includes taking nasal swabs and providing technical guidance on effects of contamination. Medical treatment shall be the responsibility of the City.

5. CLAIMS AND COSTS

Each entity expressly waives any and all claims for any loss, damage, personal injury, or death occurring as a result of performance or nonperformance of the services and activities to be performed under this Agreement, except as specifically set forth in this paragraph 5.

Compensation will be paid to the City by K-H for the replacement of expendable supplies that are damaged, used or contaminated during the City's response to the RFETS Fire Protection Area under this Agreement to the extent appropriated funds of the United States of America are available for such purpose.

This Agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party entity directly supporting either of the signatories; no third party entities shall have any right of action whatsoever hereunder for any cause whatsoever.

6. COORDINATION

Implementation of this Agreement shall be coordinated by the City's designee, and the K-H Representative. They, or their designated representatives, shall meet as necessary to coordinate the implementation of this Agreement; provided further that they confer not less than annually to review this Agreement and revise or update as necessary.

7. DURATION AND SEVERABILITY

Should any part, term provision, portion, or application thereof of this Agreement be determined by a court of competent jurisdiction to be illegal, unenforceable or in conflict with any applicable law, the validity and enforceability of the remaining parts, terms, portions or applications thereof, including the remaining aspects of an affected clause, shall not be impaired and the rights and obligations of the entities shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

The effective date(s) of the Agreement shall be the date of transfer of trailers and equipment to the City.

This Agreement may be terminated under the following conditions:

- A. This Agreement expires on December 31, 2006; OR
- B. The City or K-H give a 90-day written notice to the other of intent to terminate this Agreement on a specified date between December 31, 2005, and December 31, 2006. It is agreed that neither of the entities will give notice of intent to terminate until it has discussed the matter with the other entity.
- C. Should a condition arise involving extenuating circumstances that would lead to the request for termination of this Agreement by either entity before December 31, 2005, the City and K-H shall negotiate date and conditions of termination. The City shall reimburse RFPO for the determined and agreed upon value of the Technical Rescue Trailers and equipment at the time of termination.

8. LIABILITIES OF ENTITIES

Each entity is singularly responsible for its own actions. Improper actions committed by one entity do not make any other entity liable for those improper actions. Further, the City agrees to accept the two Technical Rescue trailers "as is", with no warranties either expressed or implied, from the U.S. Department of Energy (DOE). Transfer of the Technical Rescue equipment, described herein, to the City releases the DOE from all damages, injury or harm occurring after the date of transfer. The City agrees to hold harmless the DOE from any damage, injury, or harm resulting from the use or misuse of the Technical Rescue equipment transferred by the RFPO.

This Agreement is not intended to limit, expand or affect in any way the rights of the City or any of its employees, agents, representatives or officials to the rights and privileges of governmental immunity or any other legal claims or defenses available under the laws of the State of Colorado.

IN WITNESS HEREOF, the entities hereto have executed this Agreement.

CITY OF WESTMINSTER

KAISER-HILL COMPANY, LLC

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Concurrence By:

UNITED STATES DEPT. OF ENERGY,
ROCKY FLATS PROJECT OFFICE

By: _____

Title: Manager _____

Date: _____

APPENDIX A

BILL OF SALE

EQUIPMENT LISTING FOR TECHNICAL RESCUE RESPONSE

The attached equipment listing identifies the equipment transferred to the City of Westminster from the Rocky Flats Environmental Technology Site Fire Department. This equipment transfer will be invoked via RFPO provision of U. S. Government Standard Form 97 to transfer titles for the two (2) Technical Rescue Trailers to the City of Westminster. Title transfer will occur in an expeditious manner upon signature of this Automatic Aid Agreement by the listed signatories.

This equipment listing serves as a "Bill of Sale" for the transfer of equipment based on an in-kind service provision.



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
January 24, 2005



SUBJECT: Second Reading of Councillor's Bill No. 1 re Amended and Restated Business Assistance Agreement for the Marriott Hotel Project

Prepared By: Becky Johnson, Economic Development Program Coordinator
Marty McCullough, City Attorney

Recommended City Council Action

Pass Councillor's Bill No. 1 on second reading authorizing the City Manager to execute the amended and restated business assistance package (BAP) between the City of Westminster and Church Ranch Hotel Company I, LLC (CRHC) and Church Ranch Hotel Company II, LLC (CRHC II) for the Marriott Hotel project in substantially the same form as the attached amended and reinstated agreement.

Summary Statement

- City Council action is requested to pass the attached Councillor's Bill on second reading that authorizes the execution of the amended and restated business assistance agreement with CRHC and CRHC II.
- The purpose of the amendment is to extend by four years the construction commencement and completion deadlines on the full service hotel (identified in the agreement as Project I). The amendment states that CRHC (the full service hotel developer) must commence construction before March 1, 2009 and complete construction and initiate operation of the full service (Marriott) hotel and conference center by March 31, 2011.
- This agreement will also require that water and sewer tap fees be based on the current rate at the time of permitting for the hotel. Previous agreements had water and sewer tap fees based upon 1998 rates.
- There is no change in the dollar amount of the total assistance from previous agreements originally entered into in 1998.
- In addition, CRHC agrees to pay the City a \$50,000 per year non-refundable extension fee upon City Council's approval of this amendment. The fee will be applied against the tap fees for the project if the hotel is completed and operational by March 31, 2011.
- This agreement has been restated in order to avoid the need to reference previous amendments. In addition, the agreement preserves the business assistance package for the Marriott Springhill Suites project that was completed by CRHC II in 2002.

Expenditure Required: \$ 0

Source of Funds: N/A

Respectfully submitted,

J. Brent McFall, City Manager
Attachments

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. 1

SERIES OF 2005

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE AUTHORIZING AN AMENDMENT AND RESTATEMENT OF THE BUSINESS ASSISTANCE AGREEMENT BETWEEN THE CITY OF WESTMINSTER AND CHURCH RANCH HOTEL I LLC AND CHURCH RANCH HOTEL COMPANY II LLC FOR THE COOPERATIVE DEVELOPMENT AND CONSTRUCTION OF A HOTEL AND A SUITES HOTEL

WHEREAS, the successful attraction of high quality development to the City of Westminster provides employment opportunities and increased revenue for citizen services and is therefore an important public purpose; and

WHEREAS, it is important for the City of Westminster to remain competitive with other local governments in creating incentives for high quality development to locate in the City; and

WHEREAS, the Church Ranch Hotel Company II (CRHC II) has constructed a Marriott Spring Hill Suites Hotel at Church Ranch; and

WHEREAS, Church Ranch Hotel Company I (CRHC) would build a 240 room first class hotel, expanding to 350 rooms, with an approximately 10,000 square foot conference center in Church Ranch Corporate Center ("Hotel"); and

WHEREAS, a proposed Amendment Agreement between the City and CRHC and CRHC II is attached.

NOW, THEREFORE, pursuant to the terms of the Constitution of the State of Colorado, the Charter and ordinances of the City of Westminster, and Resolution No.53, Series of 1988, the members of the City Council of the City of Westminster direct and authorize the following actions by the City Staff:

Section 1. The City Manager of the City of Westminster is hereby authorized to enter into the Amendment Agreement between the City of Westminster and Church Ranch Hotel Company I LLC and Church Ranch Hotel Company II LLC, in substantially the same form as the one attached as Exhibit "A," and upon execution of the amended Agreement to fund and implement said Agreement.

Section 2. This ordinance shall take effect upon its passage after second reading.

Section 3. This ordinance shall be published in full within ten days after its enactment.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 10th day of January, 2005.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 24th day of January, 2005.

ATTEST:

Mayor

City Clerk

**THE AMENDED AND RESTATED
BUSINESS ASSISTANCE AGREEMENT BETWEEN
THE CITY OF WESTMINSTER AND CHURCH RANCH HOTEL COMPANY I LLC
AND CHURCH RANCH HOTEL COMPANY II LLC
FOR THE COOPERATIVE DEVELOPMENT AND CONSTRUCTION
OF A HOTEL AND A SUITES HOTEL**

This Agreement (the "Agreement") is made and entered into this ____ day of January, 2005 by and between the CITY OF WESTMINSTER, a Colorado home-rule municipality ("City"), CHURCH RANCH HOTEL COMPANY I LLC, a Colorado limited liability company ("CRHC"), and CHURCH RANCH HOTEL COMPANY II LLC, a Colorado limited liability company ("CRHC II").

WHEREAS, City is a Colorado home-rule municipality with all the authority granted to home-rule municipalities pursuant to Colorado Constitution Article XX, Section 6, and its City Charter adopted pursuant thereto;

WHEREAS, CRHC and CRHC II are Colorado limited liability companies with whom City has previously entered into certain prior agreements for the development and construction of a 240 to 260 room, expandable to 350 rooms, first class full service hotel and an approximately 10,000 gross square foot conference center in Church Ranch Corporate Center ("Hotel") and the development and construction of a 164 room suites hotel in Church Ranch Corporate Center ("Suites Hotel"), both to be located south and east of Church Ranch Boulevard and north of 103rd Avenue, said prior agreements are dated September 28, 1998, September 13, 1999, November 15, 2000 and July 3, 2003 (collectively the "Prior Agreements");

WHEREAS, Hotel and Suites Hotel will be referred to collectively as "Projects";

WHEREAS, CRHC II has completed construction of the Suites Hotel and the parties hereto mutually agree that the obligations of CRHC II relative to said construction of the Suites Hotel have been satisfied;

WHEREAS, CRHC and CRHC II have ongoing obligations pursuant to this Agreement; and

WHEREAS, the parties to the Prior Agreements now desire to replace the Prior Agreements and the parties hereto mutually agree that this Agreement replaces the Prior Agreements for any and all purposes.

NOW THEREFORE, in consideration of the above premises and the promises and covenants set forth below, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, City, CRHC and CRHC II agree as set forth below:

I. DEVELOPER'S OBLIGATIONS

1.1 CRHC shall develop and cause the Hotel to be constructed, equipped, and furnished per the Hotel Official Development Plan ("Hotel ODP") as defined in Section 1.1.1. The City and CRHC agree that the hotel franchisor shall be Marriott, or an equivalent full service, first-class hotel as described in Exhibit A attached hereto and by this reference incorporated herein.

1.1.1 CRHC has the right to request an amendment to the First Amendment to the Official Development Plan, Church Ranch Home Place, Filing No. 9 recorded at Reception No. F1265044 on June 28, 2001 (the "Hotel ODP") per the City ODP process.

1.1.2 CRHC II has constructed, equipped and furnished and opened for business a 164 room Marriott SpringHill Suites Hotel (“Suites Hotel”) per the Hotel ODP. The Suites Hotel is owned by CRHC II.

1.1.3 In the event CRHC desires to amend the Hotel ODP then the City and CRHC shall work together on the positioning of the Hotel in a manner consistent with maintaining the continuity of the area. The Hotel to be constructed by CRHC shall be built as a fully integrated facility, and the Hotel shall be owned by CRHC or an affiliate thereof. The Hotel shall include an attached restaurant or a restaurant in a separate building as specified in the Hotel ODP and as mutually agreed upon by City and CRHC.

1.2 The Hotel shall be operated, managed and maintained in a manner consistent with how first-class, full-service hotels and first-class conference facilities are operated, managed and maintained. CRHC and CRHC II are responsible for all capital improvements, repairs and maintenance for the Projects. The initial operations manager of the Projects shall be White Lodging Services Corporation.

1.3 As part of the management and operation of the Projects, CRHC and CRHC II shall remit to City, City’s accommodations tax at the then current rate, as well as a separate Conference Center Fee in an amount equal to two percent (2%) of the Hotel’s and Suites Hotel’s room rate charged to and collected from its guests by the hotel franchisee. The Conference Center Fee shall be collected only for the duration of the Business Assistance Rebate contained in Section 2.6 below.

1.4 CRHC and CRHC II shall at their expense, as provided in this Agreement, obtain all entitlements necessary for the development and construction of the Projects, subject to the terms contained elsewhere herein.

1.5 The responsibility for paying all property taxes, other taxes, annual fees, and fees and taxes levied, by the state, county, or other taxing authority for the Projects shall be the exclusive responsibility of CRHC and CRHC II or the successors or transferees thereof.

1.6 CRHC and CRHC II shall be responsible for providing, at their expense, all normal site improvements and utilities, including water, sewer, electric, gas, telephone, cable TV, optic and/or data transmission lines, and the parking areas and landscaping for the Projects.

1.7 CRHC will be responsible for paying the customary domestic water and sanitary sewer tap fees (“Tap Fees”) for the Hotel based upon the City sewer and water tap fee schedule current as of the date of building permit application for the Hotel. If a restaurant is built in a building separate from the Hotel and/or needs additional sewer or water taps, such cost shall also be borne solely by CRHC. CHRC II has paid the applicable water and sewer tap fees for the Suites Hotel.

1.8 CRHC will design the Hotel building interior and exterior based on a first-class full-service hotel. The Hotel design shall be consistent with the level of quality and detail incorporated in the Westin Westminster Hotel located at 10600 Westminster Boulevard .

1.8.1 The approved Hotel ODP has satisfied the requirements under this Agreement for design and materials for the Suites Hotel. Prior to application for the Hotel building permit CRHC shall be required to meet all applicable design and construction standards of the City and pay all applicable fees in effect at the time of application pursuant to this Agreement. If necessary, CRHC shall submit an application for an amendment to the approved Hotel ODP for the Hotel as required to incorporate such applicable new or updated City design and construction standards.

1.9 CRHC II has constructed the Suites Hotel and the City issued a certificate of occupancy for the Suites Hotel on April 22, 2002.

II. CITY OBLIGATIONS

2.1 For and in consideration of CRHC's development, construction, furnishing, and equipping of the Hotel, City has conveyed on December 27, 2000 by warranty deed as recorded at Reception No. F1162592 to CRHC Lot 1 and Tract B Church Ranch Home Place - Filing No. 9 to be utilized as a portion of the site for the Hotel ("City Parcel"). City has paid the assessment for the 104th Avenue Special Improvement District with respect to the City Parcel only. CRHC shall be responsible for paying any other property taxes due on the City Parcel. City has provided CRHC an ALTA title insurance policy on the City Parcel.

2.1.1 The Hotel Project Site consists of the City Parcel, less the 27.50 feet of right-of-way for Church Ranch Blvd. as dedicated by Final Plat, Church Ranch Home Place – Filing No. 9 as recorded March 14, 2001 at Reception No. F1199958 (the "Final Plat") and Lot 2 of the Final Plat. The Hotel site is defined on the Hotel ODP and Final Plat.

2.1.2 CRHC has acquired Lot 2 of the Hotel site ("CRHC Parcel") from Church Ranch Land Co. LLC ("CRLC").

2.1.3 The deed for the City Parcel contains a possibility of reverter subject to exercise upon fifteen (15) days prior notice to CRHC in the event CRHC fails to commence construction of the Hotel, on or before March 1, 2009. At the option of CRHC, the deed for the CRHC Parcel transferred from CRLC may also include a possibility of reverter in substantially the same form as that contained in the deed for the City Parcel.

2.1.4 CRHC II has acquired the site for the Suite Hotel ("Suites Hotel Site") from CRLC. The Suites Hotel Site is defined as Lot 3 and Tract A per the Final Plat.

2.2 CRHC shall design and build at its expense the onsite improvements required for the Hotel. City staff will review and approve the onsite improvements in an expedient manner, as mutually agreed, consistent with normal city policy, procedures, and practices. These improvements shall include, but not be limited to, all onsite walkway improvements for the Hotel, including, without limitation, sidewalks, circulation roads, the Hotel parking lot paving and lighting, curb cuts, landscaping, storm water facilities (including water quality), and water, sewer, natural gas, electric and telephone utilities for servicing the Hotel including public common areas.

2.3 CRHC shall also be responsible, at its cost, for constructing, or causing to be constructed, all reasonably necessary off-site improvements for the Hotel, pursuant to normal City code requirements and policies. As of the date of this Agreement there are no off-site improvements required as part of the Hotel. In addition, CRHC and CRHC II have no obligation to reimburse or payback the City or any other party for public improvements installed adjacent to or in the proximity of the City Parcel, CRHC Parcel and Suites Hotel Site.

2.4 City staff shall assist CRHC in obtaining all approvals and entitlements necessary for construction of the Hotel consistent with normal City standard practices, policies and procedures.

2.5 Other than the Tap Fees for the Hotel as specified in Section 1.7, the payment of which is the sole responsibility of CRHC, the City shall waive during the construction period of the Hotel for CRHC, or their assigns, any and all one-time fees and assessments normally charged by City as a condition to building permit issuance for the Hotel, including, without limitation, design or plan review fees, impact fees, building permit fees, building inspection fees, submittal fees and building material use taxes and the like. Any third party construction or other plan review and approval fees, if any, shall be split by City and CRHC with each paying one-half thereof.

2.5.1 City agrees that no other fee, assessment, or charge shall be levied against the Projects other than as set forth in this Agreement. However, nothing in this Agreement shall be construed as prohibiting City from assessing, levying or increasing any fees, charges or taxes against the Hotel or Suites Hotel to the extent such fees, charges or taxes are assessed and paid by all like businesses in the City.

2.5.2 Nothing in this Section 2.5 shall be construed as exempting CRHC or CRHC II from the responsibility to pay normal annual taxes such as property tax, business license, and applicable federal, state and county fees and taxes.

2.6 For and in consideration of CRHC's and CRHC II's construction, furnishing and equipping of the Projects, and the overall economic and financial benefits to the community at large as a result of locating such facilities within the City of Westminster, City shall provide CRHC and CRHC II a "Business Assistance Rebate."

2.6.1 The Business Assistance Rebate shall be paid by City to CRHC or CRHC II in quarterly installments equal to the sum of (a) those revenues attributable to City's accommodations tax from the Hotel operation and the Suite Hotel operation for the preceding quarter, plus (b) those revenues attributable to the two percent (2%) Conference Center Fee for the previous quarter, plus (c) those revenues attributable to City's Sales and Use Tax at the then current rate generated by the Projects (including food and beverage taxes) for the previous quarter, exclusive of (i) City's parks, open space and trails tax at 0.25% ("Open Space Tax") and (ii) City's public safety tax at 0.6% ("Public Safety Tax") and (iii) any future voter approved sales or use tax, the use of which is restricted by the voters to specific, limited purposes.

2.6.1.1 As such time as the aggregate amount of the quarterly installments of the Business Assistance Rebates equals \$9,800,000 present value for the Hotel, using a discount rate of eight percent (8%) per annum, or upon City's rebate of sixty (60) quarterly installments for the Hotel then the Business Assistance Rebates for the Hotel shall cease. The first quarterly installment of the Business Assistance Rebate for the Hotel shall be made within fifteen (15) days after the last day of the first quarter after the Hotel receives a certificate of occupancy.

2.6.1.2 At such time as the aggregate amount of the quarterly installments of the Business Assistance Rebates equals \$3,275,000 present value for the Suite Hotel, using a discount rate of eight percent (8%) per annum, or upon City's rebate of sixty (60) quarterly installments for the Suites Hotel then the Business Assistance Rebates for the Suites Hotel shall cease.

2.6.2 In the event the first rebate is prorated for either the Hotel or Suites Hotel, the last payment shall include the additional days not included in the first rebate to provide sixty (60) full quarterly installments. The Business Assistance Rebates for the Hotel and Suites Hotel are independent and shall be calculated and paid separately for the Hotel and for the Suites Hotel as noted hereinabove.

2.6.3 City's obligations pursuant to this Section 2.6 shall be subject to annual appropriation consistent with the requirements of Colorado Constitutional Amendment X, Section 20, provided, however, that the City agrees to exercise its best efforts and utmost good faith in making funds available to meet its obligation under Section 2.6.

2.6.4 City warrants and represents that no other person or entity has any right, title or claim against the specific rebate items included in the Business Assistance Rebate specified in this Agreement other than sales and use tax bond covenants.

2.6.5 Subordination. For the purpose of protecting the City's bonding capacity and credit worthiness, it should be known that the City's obligations pursuant to this Agreement are subordinate to the City's obligations for the repayment of any current or future bonded indebtedness and are contingent upon the existence of a surplus in sales and use tax revenues in excess of the sales and use tax revenues necessary to meet such existing or future bond indebtedness. The City shall meet its obligations under this Agreement only after the City has satisfied all other obligations with respect to the use of sales tax revenues for bond repayment purposes. For the purposes of this Agreement, the terms "bonded indebtedness," "bonds," and similar terms describing the possible forms of indebtedness include all forms of indebtedness that may be incurred by the City, including, but not limited to, general obligation bonds, revenue bonds, revenue anticipation notes, tax increment notes, tax increment bonds, and all other forms of contractual indebtedness of whatsoever nature that is in any way secured or collateralized by sales and use tax revenues of the City. This Section 2.6.5 however does not refer to or include the revenue generated by these Projects from Accommodation Tax or the Conference Center Tax.

2.6.6 This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. This Agreement shall be subject to, and construed in strict accordance with, the City Charter and the City Municipal Code.

III. FURTHER AGREEMENTS AND COMMITMENTS

3.1 City, CRHC and CRHC II agree to exercise utmost good faith in negotiating and completing such additional or further agreements that may be required to accomplish the ultimate goal of the parties of realizing the construction and commencement of the operation of the Projects contemplated by this Agreement. City, CRHC and CRHC II hereby assume the mutual duty of "agreeing to agree" on such further agreements or actions that may be necessary to realize their overriding objective in executing this Agreement. Any omission or ambiguity in this Agreement shall not be considered cause for non-performance of the parties of this Agreement.

3.2 Without in any way limiting the foregoing, City, CRHC and CRHC II specifically agree to cooperate in resolving the following matters to the extent necessary.

3.2.1 Providing information and assistance as reasonably required by CRHC's and CRHC II's lender(s) to the extent such assistance does not result in added costs or obligations for City or release CRHC and CRHC II from obligations in this Agreement.

3.2.2 The City, CRHC and CRHC II have entered into a Golf Course Marketing Agreement dated March 25, 2003 for the Hotel and Suites Hotel.

3.3 Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall be construed as creating a joint venture or partnership relationship between City, CRHC and CRHC II and the liabilities and responsibilities of the parties shall be the independent liabilities and responsibilities of the party charged with such liability or responsibility.

3.4 Any notice required hereunder shall be sent certified mail, return receipt requested, with faxed copies to any current address given by one party to the other or at:

City
City of Westminster
Attn: City Manager
4800 West 92nd Avenue
Westminster, Colorado 80031
Fax: (303) 430-1809

CRHC II:
Church Ranch Hotel Company II LLC
Attn: Managing Member
c/o Etkin Johnson Group
1512 Larimer Street, Suite 325
Denver, Colorado 80202
Fax: (303) 629-5451

CRHC I:
Church Ranch Hotel Company I LLC

Attn: Managing Member
c/o Etkin Johnson Group
1512 Larimer Street, Suite 325
Denver, Colorado 80202
Fax: (303) 629-5451

3.5 City Manager is authorized, consistent with City Charter and Ordinances, to enter into any further agreements, give all consents, enter into estoppel letters, amendments or the like, and do all things necessary hereunder that are consistent with this Agreement.

3.6 City staff, CRHC and CRHC II shall work together for adequate and appropriate signage for the Projects, including signage typical for comparable first-class hotel projects in the City as allowed under City Code.

3.7 The execution of this Agreement by CRHC, CRHC II and City as indicated in the signatory blocks below constitutes a representation by the respective parties that the Agreement has been duly authorized and approved by the City Council of the City of Westminster on behalf of City, and by CRHC and CRHC II in accordance with and under the authority of CRHC's and CRHC II's limited liability company agreements and state law.

3.8 Except as provided otherwise in this Agreement, anywhere in this Agreement it provides that it is the responsibility of CRHC or CRHC II, it shall be at the sole cost and expense of CRHC or CRHC II and anywhere in this Agreement it provides that it is the responsibility of City, it shall be the sole cost and expense of City.

3.9 This Agreement is severable and assignable to another legal entity subject to City's reasonable consent which will not be withheld as long as evidence satisfactory to the City in its reasonable discretion is provided that demonstrates that the successor entity has the financial wherewithal, experience and expertise to carry out the Projects and the obligations under this Agreement. However, any assignment or transfer of this Agreement other than as defined herein shall require City's approval, which shall not be unreasonably withheld. The rights and obligations hereunder shall inure to the benefit and detriment of any transferees, assigns or beneficiaries.

3.10 Except as otherwise provided in this Agreement, the City agrees that this Agreement is not cancelable by the City.

A. This Assistance Agreement shall terminate and become void and of no force or effect upon the City as to the Hotel only if CRHC fails to commence construction of the Hotel on or before March 1, 2009, or CRHC has not completed construction and initiated operations of the Hotel by March 31, 2011; or in the event CRHC, at any time prior to completing the Hotel, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator, liquidator of CRHC of all or a substantial part of its assets; or, a petition of relief is filed by CRHC under federal bankruptcy, insolvency, or similar laws; or, a petition in a proceeding under any bankruptcy, insolvency, or similar laws is filed against CRHC and not dismissed within sixty (60) days.

B. This Agreement shall remain in full force and effect with respect to the Suites Hotel in this event, including, but not limited to the Business Assistance Rebate for the Suites Hotel in the aggregate amount of \$3,275,000 present value per Section 2.6. However, if CRHC fails to commence construction of the Hotel on or before March 1, 2009, CRHC agrees to (1) transfer to City its interest in Lot 1, Lot 2 and Tract B of the Final Plat free and clear of liens and encumbrances, except for current property taxes and the existing lien in favor of Key Bank or its successor on Lot 2 with a release price not to exceed \$4.00 per square foot and CRHC agrees to hold harmless and

indemnify the City from any liens and encumbrances in excess of the \$4.00 per square foot owed to Key Bank, or its successor on Lot 2 and (2) transfer to City its interest in any and all plans, specifications or drawings for the Hotel. If CRHC breaches the obligation to not encumber Lot 1, Lot 2 and Tract B beyond the limits specified hereinabove and if CRHC is required to transfer Lot 1, Lot 2 and Tract B to the City pursuant to this Agreement, then in that event the City has in addition to the remedies provided in Section 4 below the right to discontinue the Business Assistance Rebate payments to CRHC II on the Suites Hotel for the period of time required to reimburse the City for the amount of the encumbrance CRHC placed on Lot 1, Lot 2 and Tract B in excess of the limits specified hereinabove. In addition, CRHC agrees to pay the City additional applicable non-refundable extension fees upon City Council approval of this Agreement per the following schedule:

- i. Initial extension payment, \$25,000.00 paid to City by CRHC on July 17, 2003.
- ii. Second extension payment of \$50,000.00 due and payable to City by CRHC on March 1, 2005. Upon payment of this second extension payment the total of \$75,000.00 shall be non-refundable but shall be applied as a credit to the Tap Fees due and payable by CRHC pursuant to this Agreement if construction of the Hotel commences before March 1, 2006.
- iii. Third extension payment of \$50,000.00 due and payable to City by CRHC on March 1, 2006. Upon payment of this third extension payment the total of \$125,000.00 shall be non-refundable but shall be applied as a credit to the Tap Fees due and payable by CRHC pursuant to this Agreement if the construction of the Hotel commences before March 1, 2007.
- iv. Fourth extension payment of \$50,000.00 due and payable to City by CRHC on March 1, 2007. Upon payment of this fourth extension payment the total of \$175,000.00 shall be non-refundable but shall be applied as a credit to the Tap Fees due and payable by CRHC pursuant to this Agreement if the construction of the Hotel commences before March 1, 2008.
- v. Fifth extension payment of \$50,000.00 due and payable to City by CRHC on March 1, 2008. Upon payment of this fifth extension payment the total of \$225,000.00 shall be non-refundable but shall be applied as a credit to the Tap Fees due and payable by CRHC pursuant to this Agreement if the construction of the Hotel commences before March 1, 2009.

C. In the event CRHC has not commenced construction of the Hotel on or before March 1, 2009 then the extension payments made to the City by CRHC shall be forfeited by CRHC to the City and CRHC shall have no further right nor benefit of the extension payments and the City has the right to full use of the extension payments for whatever purpose the City deems appropriate.

D. For purposes of this Agreement commencement of construction of the Hotel shall be defined as (i) payment of necessary fees pursuant to this Agreement, including but not limited to Tap Fees, (ii) obtaining necessary construction permits and (iii) mobilization of the general contractor on the Hotel Project Site.

E. CRHC agrees that it will not grant additional security interests in Lot 1, Lot 2 or Tract B securing any additional debt except for a security interest for financing for the actual construction of the Hotel, which security interest shall not attach until construction is ready to commence and a building permit has been issued for the Hotel without the prior written consent of the City. CRHC agrees to provide the City an ownership and encumbrance report evidencing CRHC compliance with this Section prior to requesting any extension herein provided for hereinabove.

3.11 In the event CRHC ceases business operations of the Hotel within three (3) years after the issuance of a certificate of occupancy by the City for the Hotel, for a period of three months or longer except in the case of force majeure, then in such event, CRHC shall pay to the City the total amount of fees and taxes that were due and payable by CRHC to the City, but were rebated or waived by the City, as well as reimburse the City for all funds provided to CRHC pursuant to the Agreement. These same refund provisions shall apply to CRHC II on the Suites Hotel in the event CRHC II ceases business operations of the Suites Hotel prior to April 1, 2009, for a period of three months or longer except in the case of force majeure.

IV. REMEDIES

4.1 In the event of a dispute concerning this Agreement, the parties agree to first attempt to negotiate a resolution of their differences. In the event of an inability to resolve their difference through negotiation, the parties agree to retain the services of a qualified professional mediator acceptable to all parties and to enter into mediation in good faith in an attempt to resolve the dispute.

4.2 In the event the parties are unable to agree upon the meaning or interpretation of any term or condition of this Agreement, the parties agree that a court of competent jurisdiction may declare the rights, duties and obligations of the parties in a declaratory judgment action and that such court may further impose upon the parties any fair and reasonable provision the court may deem appropriate to accomplish the overall objective of this parties as set forth in this Agreement. Further, in the event of such a declaratory judgment action, it is the intent of the parties that the court may receive parol evidence for the purpose of deciding such rights, obligations and duties of the parties in the event of an ambiguity.

4.3 The parties hereby waive and agree not to seek any damages from the other in connection with the enforcement of this Agreement if specific performance provides an adequate remedy. The parties may setoff any amounts due the other for any undisputed amounts, An arbitrator or court may grant setoff as an available remedy hereunder. The rights, obligations and duties of the parties may be enforced through the declaratory action referred to in Section 4.2 above, or by way of specific performance. The parties recognize that time is of the essence, and accordingly the parties shall seek any expedited proceedings to which they may be entitled. However, if any party is required to bring an action to enforce or have its rights declared under this Agreement, the prevailing party in such litigation shall be entitled to the recovery of its reasonable costs and attorney's fees. CRHC and CRHC II have the right to withdraw from this Agreement with no further obligations to the City including but not limited to the repayment of any Business Assistance Rebate payments which have been received if City commitments are not satisfied as agreed in this Agreement.

4.4 CRHC's, CRHC II's and City's obligations under this Agreement shall be deemed covenants running with the land and shall be binding upon and enforceable against the transferees, successors, assigns and purchasers of any item contained herein. For the purposes of creating constructive notice of this provision of this Agreement, a memorandum of this Agreement shall be recorded in the real estate records of the Jefferson County Clerk and Recorder's Office.

4.5 The Agreement replaces and supercedes all previous agreements and understandings and sets forth the agreement of the parties. There are no representations or warranties other than as contained herein. The documents to be entered into between the parties in the future shall become part and incorporated into this Agreement.

4.6 The Prior Agreements by and between City, CRHC and CRHC II shall be deemed replaced by this Agreement upon the execution hereof by all parties.

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

CITY OF WESTMINSTER
home-rule municipality

**CHURCH RANCH HOTEL Colorado
COMPANY I LLC**, a Colorado
limited liability company

By: _____
J. Brent McFall, City Manager

By: _____
Bruce H. Etkin, Manager

ATTEST:

ATTEST:

By: _____
Michele Kelley, City Clerk

By: _____

Title: _____

Adopted by Ordinance No. 3187

**CHURCH RANCH HOTEL COMPANY
II LLC**, a Colorado limited liability
company

By: _____
Bruce H. Etkin, Manager

ATTEST:

By: _____

Title: _____

EXHIBIT A
Acceptable Hotel Franchisors
(attached to and made a part of the Agreement)

Hotel:

Marriott is the currently approved hotel franchise for the proposed Hotel. In the event that it becomes necessary for CRHC to select an alternate full-service hotel franchise for the Hotel, the following full-service hotels could be built as part of this Agreement if they are determined by HVS or alternate similar caliber consultant at the time the alternate franchisor is selected by CRHC and submitted to City to be a first-class, full-service hotel:

Marriott

Hilton

Wyndham

Sheraton

Crowne Plaza

Hyatt

Suites Hotel:

Marriott SpringHill Suites is the currently approved Suite Hotel franchise for the Suites Hotel.

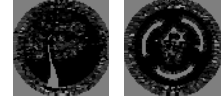


Agenda Item 10 A & B

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
January 24, 2005



SUBJECT: Resolution No. 3 re Designation of Charles and Julia Semper Farm as a Local Landmark

Prepared By: Vicky Bunsen, Project Coordinator

Recommended City Council Action

(1) Hold a public hearing on the application to designate the Charles and Julia Semper Farm as a local historic landmark.

(2) Adopt Resolution No. 3 designating the Charles and Julia Semper Farm as a local historic landmark pursuant to Section 11-13-5 of the Westminster Municipal Code.

Summary Statement

The City of Westminster owns a four-acre parcel designated as open space at the northwest corner of West 92nd Avenue and Pierce Street that is the site of the homestead built by Charles and Julia Semper in 1880 to 1882. The farmhouse and other site features exemplify the agricultural heritage of Westminster. An application has been prepared that documents the history and significance of the site, and the Historic Landmark Board recommends that the site be designated a local historic landmark.

Expenditure Required: \$ 0

Source of Funds: N/A

Policy Issue

Should the four-acre open space parcel owned by the City at the northwest corner of West 92nd Avenue and Pierce Street be designated as a local historic landmark?

Alternatives

1. Do not designate the site as a local historic landmark.
2. Modify the list of buildings and site features that should be designated as structures that contribute to the historic significance of the site.

Background Information

The Charles and Julia Semper Farm is located on a four-acre open space parcel that was acquired by the City's Open Space Division fifteen years ago at the northeast corner of Pierce Street and West 92nd Avenue. City Staff was aware of some historic significance, but the buildings were in very poor condition, and Staff has debated over the years whether the buildings should be demolished and how the property would be best maintained for the benefit of the public.

In order to determine whether the property is historically significant, City Staff hired historians Dawn Bunyak and Darcy Schlichting to research the significance of the physical buildings and the lives of the Sempers. They prepared their results in the form of the Application for Landmark Designation for the Charles and Julia Semper Farm Historic District, a copy of which is attached for City Council's review. This application has been reviewed by the Director of Community Development, the Director of Parks, Recreation and Libraries, the City Manager and the Assistant City Manager, who directed Staff to submit the application to the Historic Landmark Board for consideration. The application was heard in a public hearing on January 12, 2005, and the Board unanimously adopted the attached Resolution recommending that the site be designated a local historic landmark.

Westminster Municipal Code Requirements

The Westminster Municipal Code requires an application to include the following content:

1. Description of the characteristics of the proposed historic landmark that justify its designation pursuant to this chapter,
2. A description of the particular features that should be preserved, and
3. A legal description of the location and boundaries of the historic property.

The City's historic preservation ordinance sets forth a number of grounds for determining if a site is historically significant. The Semper Farm satisfies at least three independent grounds for landmark designation:

1. Represents a style particularly associated with the Westminster area and is at least 50 years old.
2. Represents a built environment of a group of people in an era of history.
3. Exemplifies cultural, political, economic or social heritage of the community.

Notice of this public hearing was published in the Westminster Window on January 20, 2005, which is at least four days prior to this public hearing. The property was posted by City Staff on January 13, 2005. The application was referred to the Westminster Historical Society on December 9, 2004, as required by the Westminster Municipal Code.

Section 11-13-7(A)(3) requires the Director of Community Development to review an application in the following respects: a) its relationship to the comprehensive plan; b) the effect of the designation on the surrounding neighborhood; c) the criteria set forth in this chapter; and d) such other planning considerations as may be relevant to the proposed designation. The site is currently designated as open space and will remain open space in the Comprehensive Land Use Plan. The designation should be beneficial to the neighborhood because designation will help the neighborhood understand the history of the area and will probably promote enjoyment of the property as open space. The application appears to meet the criteria set forth in the ordinance.

City Council Findings

The City Council needs to consider the following issues:

1. Does this site meet the ordinance requirements for historical significance justifying its designation as a local landmark?
2. What features at the site should be preserved in order to maintain and/or restore the historical integrity of the site?
3. The Council's decision must also include the name, location and legal description of the designated landmark.

The Historic Landmark Board found that the application supports a finding of historical significance, found that the farmhouse and barn are structures that contribute to the historical significance of the site, and also found that the apple orchard, brick-lined water well, lateral ditch remnants on west boundary of site, and standing privy are site features that provide contributing context that supports the historical significance of the site.

Staff has prepared a concept plan for management of the property that proposes pruning of the historic orchard, establishing a community garden in cooperation with Denver Urban Gardens, and creating access and parking for gardeners, visitors and Farmers' High Line Canal trail users. Improvements to the historic structures and site landscaping will be guided by the agricultural heritage theme and by availability of resources to make such improvements, for example, through grant funding and volunteer efforts.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments:

Historic Landmark Board Resolution 2005-001

Application for Landmark Designation for the Charles and Julia Semper Farm Historic District

RESOLUTION

RESOLUTION NO. **3**

INTRODUCED BY COUNCILMEMBERS

SERIES OF 2005

WHEREAS, the City of Westminster has owned the four-acre open space parcel at the northwest corner of West 92nd Avenue and Pierce Street since 1989; and

WHEREAS, the Charles and Julia Semper Farm is historically significant because the buildings and site features that are Contributing Structures, as defined in W.M.C. section 11-13-2:

1. Represent a style particularly associated with the Westminster area and are at least 50 years old,
2. Represent a built environment of a group of people in an era of history, and
3. Exemplify the cultural, political, economic or social heritage of the community; and

WHEREAS, the City Staff caused the historical significance of the property to be documented and applied to the Historic Landmark Board for a recommendation as to whether the property should be designated as a local historic landmark; and

WHEREAS, the Historic Landmark Board adopted its Resolution 2005-001 in which the Board finds that the Charles and Julia Semper Farm is historically significant and designates buildings and site features that the Board recommends should be preserved,

NOW, THEREFORE, the City Council of the City of Westminster resolves that:

1. The Charles and Julia Semper Farm is hereby designated as a local historic landmark pursuant to Section 11-13-5 of the Westminster Municipal Code.

2. The particular features that should be preserved include

Farmhouse: One and a half stories. Steeply pitched, front-gable roof. Horizontal wood lap exterior siding. East entrance and south entrances. Windows and other architectural detail as indicated by historic or current photos or as discovered during future assessment. Later one-story addition with rectangular footprint and pitched gable roof.

Barn: One story, wood-frame construction. Shingled cross-gabled roof. Fixed, four-pane, wooden frame windows, approximately 2' x 2.' Four evenly spaced windows on north elevation of barn. Double sliding door on barn south elevation, with one window east of door. Shed roof addition to south end of barn with single-entry door on south elevation and two evenly spaced windows on east elevation.

Other Site Features: Apple orchard, brick-lined water well, lateral ditch remnants on west boundary of site, standing privy

3. The legal description and location of the property are:

Address and general location:

6785 West 92nd Avenue, Westminster, Colorado. North of West 92nd Avenue to a board fence located on the north boundary adjacent to the Asbury Park Subdivision, west of Pierce Street to the boundary fence at approximately West 92nd Place.

Legal description:

SW/4 SW/4 SW/4 NW/4, Sec. 24, T. 2 S., R. 69 W., 6th P.M., City of Westminster, Jefferson County, Colorado.

UTM coordinates:

Zone 13 Easting 493920 Northing 4412510 on the 7.5 Minute USGS Quad Arvada, year 1965, Rev. 1994.

PASSED AND ADOPTED this 24th day of January, 2005.

Mayor

ATTEST:

City Clerk



Agenda Item 10 C-G

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
January 24, 2005



SUBJECT: Public Hearing and Action on the Annexation, Comprehensive Land Use Plan Amendment and Zoning for the McGuire Property

Prepared By: David Falconieri, Planner III

Recommended City Council Action:

1. Hold a public hearing.
2. Adopt Resolution No. 4 making certain findings as required under Section 31-12-110, C.R.S. regarding the McGuire annexation property.
3. Pass Councillor's Bill No. 2 on first reading annexing the McGuire property to the City of Westminster.
4. Pass Councillor's Bill No. 3 on first reading amending the Comprehensive Land Use Plan to designate the McGuire property as Public Open Space. This action is based on the finding that the amendment is in conformance with the overall purpose and intent and the goals and policies of the Comprehensive Land Use Plan; that the proposed amendment is compatible with existing and planned surrounding land uses; and that the proposed amendment would not result in excessive detrimental impacts to the City's existing or planned infrastructure systems.
5. Pass Councillor's Bill No. 4 on first reading zoning the McGuire property O-1, based on the finding that the provisions of Section 11-5-3 have been met.

Summary Statement:

- The McGuire property was purchased by the City in 2004 using funds from the Open Space fund and from Urban Drainage and Flood Control District's flood plain preservation fund. The property is located within the Big Dry Creek flood plain and is subject to flooding. The existing structures will all be removed and the property will be added to the Big Dry Creek Open Space.
- Staff is also recommending that the adjacent portion of the Pecos Street right-of-way be added to the annexation since it is currently unincorporated and poorly maintained. Adams County has supported the annexation of the right-of-way and has signed the annexation petition.

Expenditure Required: \$ 0

Source of Funds: NA

Planning Commission Recommendation

The Planning Commission reviewed this proposal on January 11, 2005, and voted unanimously (5-0) to recommend the City Council approve the annexation and rezoning of the McGuire property from Adams County A-2 to City of Westminster O-1. The Commission also recommended that the Comprehensive Land Use Plan be amended to include the McGuire property and that it be designated as Public Open Space.

Mr. David Dusza of 1191 West 127th Court spoke in favor of the proposal.

Policy Issue

Should the McGuire property be annexed at this time?

Alternative

Make a finding that there is no community of interest with the McGuire property and take no further action. If this action is taken, the City owned open space parcel will remain under Adams County jurisdiction and subject to County regulations.

Background Information

The McGuire property has been subject to flooding in the past. As a result, the owners agreed to sell the property to the City. The Urban Drainage and Flood Control District contributed approximately half of the funds needed to purchase the land, and the rest was contributed by the Open Space Fund. The land has been added to the Big Dry Creek Open Space, and the existing structures will be demolished.

Currently, the westernmost 40 feet of the Pecos Street right-of-way south of 128th Avenue is also unincorporated and in poor condition. In order to improve future access to the McGuire property and to the properties to the south of that, staff is recommending that the street be added to the annexation. Adams County has supported that action by signing the annexation petition.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

- Vicinity Map
- Comprehensive Land Use Plan Map
- Resolution
- Annexation Ordinance
- Comprehensive Land Use Plan Ordinance
- Zoning Ordinance

RESOLUTION

RESOLUTION NO **4**

INTRODUCED BY COUNCILLORS

SERIES OF 2005

A RESOLUTION PURSUANT TO SECTION 31-12-110, C.R.S., SETTING FORTH THE FINDINGS OF FACT AND CONCLUSION OF CITY COUNCIL WITH REGARD TO THE PROPOSED ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY IN SECTION 33, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO.

WHEREAS, pursuant to the laws of the State of Colorado, there has been filed with the City Clerk a petition (the "Petition") for the annexation of the property described in said Petition; and

WHEREAS, City Council has previously adopted Resolution No. 75 finding the Petition to be in substantial compliance with the provisions of section 31-12-107(1), C.R.S., and;

WHEREAS, City Council has held a hearing concerning the proposed annexation as required by sections 31-12-108 and -109, C.R.S.; and

WHEREAS, having completed the required hearing, the City Council wishes to set forth its findings of fact and conclusion regarding the proposed annexation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WESTMINSTER THAT:

1. The City Council finds:
 - a. Not less than 1/6 of the perimeter of the area proposed to be annexed is contiguous with the City of Westminster;
 - b. A community of interest exists between the area proposed to be annexed and the City;
 - c. The area is urban or will be urbanized in the near future; and
 - d. The area is integrated with or is capable of being integrated with the City.
2. The City Council further finds:
 - a. With respect to the boundaries of the territory proposed to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, has been divided into separate parts or parcels without the written consent of the landowners thereof, except to the extent such tracts or parcels are separated by dedicated street, road, or other public way; and
 - b. With regard to the boundaries of the area proposed to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, comprising twenty (20) acres or more (which, together with the buildings and improvements situated thereon has a valuation for assessment in excess of \$200,000 for ad valorem tax purposes for the previous year), has been included in the area being proposed for annexation without the written consent of the owners thereof, except to the extent such tract of land is situated entirely within the outer boundaries of the City immediately prior to the annexation of said property.

3. The City Council further finds:

- a. That no annexation proceedings concerning the property proposed to be annexed by the City has been commenced by another municipality;
- b. That the annexation will not result in the attachment of area from a school district;
- c. That the annexation will not result in the extension of the City's boundary more than three (3) miles in any direction;
- d. That the City of Westminster has in place a plan for the area proposed to be annexed; and
- e. That in establishing the boundaries of the area to be annexed, the entire width of any street or alley is included within the area annexed.

4. The City Council further finds that an election is not required and no additional terms or conditions are to be imposed upon the area to be annexed.

5. The City Council concludes that the City may proceed to annex the area proposed to be annexed by ordinance pursuant to section 31-12-111, C.R.S.

PASSED AND ADOPTED this 24th day of January, 2005.

ATTEST:

Mayor

City Clerk

McGuire Annexation

BY AUTHORITY

ORDINANCE NO.

COUNCILOR'S BILL NO. **2**

SERIES OF 2005

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY IN A PARCEL OF LAND LOCATED IN SECTION 33, TOWNSHIP 1 SOUTH, RANGE 68 WEST, 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO.

WHEREAS, pursuant to the laws of the State of Colorado, there was presented to and filed with the Council of the City of Westminster a written petition for annexation to and by the City of Westminster of the hereinafter-described contiguous, unincorporated territory situate, lying and being in the County of Adams, State of Colorado; and

WHEREAS, City Council has been advised by the City Attorney and the City Manager that the petition and accompanying maps are in substantial compliance with Section 31-12-101, et.seq., Colorado Revised Statutes, as amended; and

WHEREAS, City Council has held the required annexation hearing in conformance with all statutory requirements; and

WHEREAS, City Council has heretofore adopted Resolution No. 4 making certain findings of fact and conclusions regarding the proposed annexation as required by Section 31-12-110, C.R.S., and now finds that the property proposed for annexation under the Annexation Petition may be annexed by ordinance at this time; and

WHEREAS, the Council of the City of Westminster has satisfied itself concerning the conformance of the proposed annexation to the annexation policy of the City of Westminster.

NOW, THEREFORE, the City of Westminster ordains:

Section 1. That the annexation is hereby accomplished by and to the City of Westminster, State of Colorado, of the following described contiguous unincorporated territory situate, lying and being in the County of Adams, State of Colorado, to wit:

A parcel of land in the northwest of Section 33, Township 1 South, Range 68 west of the Sixth Principal Meridian in the County of Adams, State of Colorado more particularly described as follows;

Commencing at the north quarter corner of said section from whence the center quarter corner of said section bears S00°28'09"E, 2638.65 feet as referenced on the City of Westminster GIS Survey Plats, the line of which all bearings hereon are based. Thence along said line, said line is the west line of that tract of land annexed to the City of Westminster as recorded at File 12, Map 262 of the records of the Adams County Clerk and Recorder S00°28'09"E, 30.00 feet to the true point of beginning;

Thence continuing along said line S00°28'09"E, 1289.83; thence continuing along said annexation line S89°28'00"W, 40.00 feet to the southeast corner of the Egging Annexation to the City of Westminster as recorded at Reception number C0397605 of said records, said point being on the west line of Pecos Street; thence along said west line and along the east line of said annexation N00°28'09"W, 417.50 feet to the southeast corner of that tract of land described at Reception Number C1240026 of said records; thence along the east line of said tract N00°28'09"W, 497.70 feet; thence along the north line of said tract S89°18'48"W, 377.50 feet to a point on the easterly line of that tract of land annexed to the City of Westminster as recorded at File 14, Map 32, Reception Number 956482 of said records; thence along said easterly line N00°28'09"W, 374.52 feet to a point on the south line of east 128th Avenue, a point on the south line of that tract of land annexed to the City of Westminster as recorded at File 17, Map 850, Reception Number C0397605 of said records; thence along said south line N89°18'48"E, 417.50 feet to the true point of beginning;

Said property contains 156361 square feet or 3.5869 acres more or less.

Section 2. This ordinance shall take effect upon its passage after second reading.

Section 3. The title and purpose of this ordinance shall be published prior to its consideration on second reading. The full text of this ordinance shall be published within ten (10) days after its enactment after second reading.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 24th day of January, 2005.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 14th day of February, 2005.

ATTEST:

Mayor

City Clerk

McGuire Annexation

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **3**

SERIES OF 2005

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE AMENDING THE WESTMINSTER COMPREHENSIVE LAND USE PLAN

WHEREAS, the City maintains a Comprehensive Land Use Plan which regulates land uses within the City; and

WHEREAS, the City Council has annexed new properties to the City specifically described below; and

WHEREAS, an amendment of the Plan is necessary to provide a land use designation for the annexed property and to keep the Plan up to date; and

WHEREAS, the Planning Commission has reviewed the proposed amendment and has recommended approval to the City Council.

NOW THEREFORE, the City Council hereby finds that the required procedures for amending the Comprehensive Land Use Plan as delineated in the Westminster Municipal Code have been satisfied.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council authorizes City Staff to make the necessary changes to the maps and text of the Westminster Comprehensive Land Use Plan which are necessary to alter the designation of the McGuire annexation property, legally described as follows:

A parcel of land in the northwest of Section 33, Township 1 South, Range 68 west of the Sixth Principal Meridian in the County of Adams, State of Colorado more particularly described as follows;

Commencing at the north quarter corner of said section from whence the center quarter corner of said section bears S00°28'09"E, 2638.65 feet as referenced on the City of Westminster GIS Survey Plats, the line of which all bearings hereon are based. Thence along said line, said line is the west line of that tract of land annexed to the City of Westminster as recorded at File 12, Map 262 of the records of the Adams County Clerk and Recorder S00°28'09"E, 30.00 feet to the true point of beginning;

Thence continuing along said line S00°28'09"E, 1289.83; thence continuing along said annexation line S89°28'00"W, 40.00 feet to the southeast corner of the Egging Annexation to the City of Westminster as recorded at Reception number C0397605 of said records, said point being on the west line of Pecos Street; thence along said west line and along the east line of said annexation N00°28'09"W, 417.50 feet to the southeast corner of that tract of land described at Reception Number C1240026 of said records; thence along the east line of said tract N00°28'09"W, 497.70 feet; thence along the north line of said tract S89°18'48"W, 377.50 feet to a point on the easterly line of that tract of land annexed to the City of Westminster as recorded at File 14, Map 32, Reception Number 956482 of said records; thence along said easterly line N00°28'09"W, 374.52 feet to a point on the south line of east 128th Avenue, a point on the south line of that tract of land annexed to the City of Westminster as recorded at File 17, Map 850,

Reception Number C0397605 of said records; thence along said south line N89°18'48"E, 417.50 feet to the true point of beginning;

Said property contains 156,361 square feet or 3.5869 acres more or less.

The properties described above shall be changed from Unincorporated, to Public Open Space, as shown on the attached "Exhibit A".

Section 2. Severability: If any section, paragraph, clause, word or any other part of this Ordinance shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, such part deemed unenforceable shall not affect any of the remaining provisions.

Section 3. This ordinance shall take effect upon its passage after second reading.

Section 4. The title and purpose of this ordinance shall be published prior to its consideration on second reading. The full text of this ordinance shall be published within ten (10) days after its enactment after second reading.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 24th of January, 2005.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 14th day of February, 2005.

ATTEST:

Mayor

City Clerk

BY AUTHORITY

ORDINANCE NO.

COUNCILOR'S BILL NO. **4**

SERIES OF 2005

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE AMENDING THE ZONING LAW AND ESTABLISHING THE ZONING CLASSIFICATION OF CERTAIN DESCRIBED PROPERTY IN A PARCEL OF LAND LOCATED IN SECTION 33, TOWNSHIP 1 SOUTH, RANGE 68 WEST, 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

- a. That an application for the zoning of the property described below from Adams County A-2 to City of Westminster O-1 zoning has been submitted to the City for its approval pursuant to Westminster Municipal Code Section 11-5-1.
- b. That Council has completed a public hearing on the requested zoning pursuant to the provisions of Chapter 5 of Title XI of the Westminster Municipal Code.
- c. That based on the evidence produced at the public hearing, the City Council finds that the proposed zoning complies with all requirements of City Code, including, but not limited to, the provisions of Westminster Municipal Code Section 11-5-3.
- d. That the proposed zoning is compatible with existing zoning and land uses of adjacent properties in the general vicinity of the property proposed for zoning.
- e. That the proposed zoning is consistent with all applicable general plans and policies concerning land use and development relative to the property proposed for zoning.

Section 2. The Zoning District Map of the City is hereby amended by reclassification of the property described herein from Adams County A-2 to City of Westminster O-1. A parcel of land located in Section 33, Township 1 South, Range 68 West, 6th P.M., County of Adams, State of Colorado, more particularly described as follows:

A parcel of land in the northwest of Section 33, Township 1 South, Range 68 west of the Sixth Principal Meridian in the County of Adams, State of Colorado more particularly described as follows;

Commencing at the north quarter corner of said section from whence the center quarter corner of said section bears S00°28'09"E, 2638.65 feet as referenced on the City of Westminster GIS Survey Plats, the line of which all bearings hereon are based. Thence along said line, said line is the west line of that tract of land annexed to the City of Westminster as recorded at File 12, Map 262 of the records of the Adams County Clerk and Recorder S00°28'09"E, 30.00 feet to the true point of beginning;

Thence continuing along said line S00°28'09"E, 1289.83; thence continuing along said annexation line S89°28'00"W, 40.00 feet to the southeast corner of the Egging Annexation to the City of Westminster as recorded at Reception number C0397605 of said records, said point being on the west line of Pecos Street; thence along said west line and along the east line of said annexation N00°28'09"W, 417.50 feet to the southeast corner of that tract of land described at Reception Number C1240026 of said records; thence along the east line of said tract N00°28'09"W, 497.70 feet; thence along the north line of said tract S89°18'48"W, 377.50 feet to a point on the easterly line of that tract of land annexed to the City of Westminster as recorded at File 14, Map 32, Reception Number 956482 of said records; thence along said easterly line N00°28'09"W, 374.52 feet to a point on the south line of east 128th Avenue, a point on the south line of that tract of land annexed to the City of Westminster as recorded at File 17, Map 850, Reception Number C0397605 of said records; thence along said south line N89°18'48"E, 417.50 feet to the true point of beginning;

Said property contains 156,361 square feet or 3.5869 acres more or less.

Section 3. This ordinance shall take effect upon its passage after second reading.

Section 4. The title and purpose of this ordinance shall be published prior to its consideration on second reading. The full text of this ordinance shall be published within ten (10) days after its enactment after second reading.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 24th day of January, 2005.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 14th day of February, 2005.

ATTEST:

Mayor

City Clerk

McGuire Zoning



Agenda Item 10 H

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
January 24, 2005



SUBJECT: Councillors Bill No. 5 re: Criminal Tampering

Prepared By: Officer Tim Halladay
Sharon Widener, Assistant City Attorney

Recommended City Council Action

Pass Councillor's Bill No. 5 on first reading concerning criminal tampering.

Summary Statement

Certain activities on private property are seen by the property owners as annoying and irritating, and worthy of police attention, especially if repeated. These activities do not cause substantial damage to the property or bodily injury which might result in charges of criminal mischief, assault, or harassment. State statutes include criminal tampering so that if charges are to be filed, the summons must be written into county court rather than Westminster Municipal Court. The proposed ordinance would make criminal tampering a municipal violation as a state counterpart, and according to Presiding Municipal Court Judge, John Stipech, would have little impact on the volume of cases processed through the Municipal Court.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

Whether the City should adopt a state counterpart ordinance for criminal tampering in order to charge offenders in our Municipal Court. This is not recommended as this ordinance provides the City with greater flexibility in handling these types of offenses.

Alternative

Do not adopt the ordinance and continue to charge offenders of the statute in state court. This is not recommended as this ordinance provides the City with greater flexibility in handling these types of offenses.

Background Information

This ordinance would make the following a criminal charge in Municipal Court: “egging” of houses and other property where no damage/injury has occurred (would apply to other media with same effect as eggs); “toilet papering” a house or other property where no damage/injury has occurred; re-arrangement of lawn furniture, Christmas ornaments and decorations or other personal property where no damage/injury has occurred; and tampering with vehicle parts and accessories, including movement of the entire vehicle where no damage/injury has occurred.

A typical fact pattern of this type would warrant a charge of criminal tampering in Municipal Court. Currently only criminal mischief, assault, battery or harassment are available, but all require harm, touching or damage.

Enacting this ordinance would keep the City in line with State law.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **5**

SERIES OF 2005

INTRODUCED BY COUNCILLORS
Davia - Dixon

A BILL

FOR AN ORDINANCE AMENDING THE WESTMINSTER MUNICIPAL CODE CONCERNING
CRIMINAL TAMPERING

THE CITY OF WESTMINSTER ORDAINS:

Section 1. Title VI, Chapter 3, W.M.C., is hereby AMENDED BY THE ADDITION OF A
NEW SECTION to read as follows:

6-3-12: CRIMINAL TAMPERING:

(A) IT SHALL BE UNLAWFUL FOR A PERSON TO COMMIT THE CRIME OF CRIMINAL
TAMPERING. A PERSON COMMITS THE CRIME OF CRIMINAL TAMPERING IF THE
PERSON KNOWINGLY TAMPERS WITH PROPERTY OF ANOTHER WITH THE INTENT TO
CAUSE INJURY, INCONVENIENCE, OR ANNOYANCE TO THAT PERSON OR TO
ANOTHER WHETHER OR NOT INJURY OR DAMAGE HAS OCCURRED.

(B) CRIMINAL TAMPERING IS A CRIMINAL OFFENSE PUNISHABLE BY FINE OR
IMPRISONMENT, OR BOTH, AS PROVIDED IN SECTION 1-8-1 OF THIS CODE.

Section 2. This ordinance shall take effect upon its passage after second reading.

Section 3. The title and purpose of this ordinance shall be published prior to its consideration
on second reading. The full text of this ordinance shall be published within ten (10) days after its
enactment after second reading.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED
PUBLISHED this 24th day of January, 2005.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED
this 14th day of February, 2005.

ATTEST:

Mayor

City Clerk



Agenda Item 10 I

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
January 24, 2005



SUBJECT: Councillor's Bill No.6 re Code Amendments Changing Title, Enforcement Authority, and Establishing Liquor Investigations Officer

Prepared By: Janice Kraft, Neighborhood Services Administrator
Matt Raia, Investigations Commander
Leslie Annand, Assistant City Attorney II

Recommended City Council Action

Pass Councillor's Bill No. 6 on first reading amending Chapter 1 of Title III of the Westminster Municipal Code concerning a change in title from Animal Warden to Animal Management, change in enforcement authority language for Animal Management, Community Service Officer, Code Enforcement Officer, and Traffic Accident Investigator, establishing the position of Liquor Investigations Officer, and including a definition of Peace Officer and Police Officer.

Summary Statement

Staff recently completed a review of Chapter 1 of Title III of the Westminster Municipal Code that outlines the duties of Police Department personnel and is recommending the following changes:

- The addition of a section that defines Peace Officer and Police Officer and that expands the listing of positions under Police Officer to include Deputy Chiefs, Commanders, Sergeants and Senior Police Officers.
- Establishment of the new Liquor Investigations Officer position within the Police Department.
- A change in title from Animal Warden to Animal Management.
- A change in the enforcement language for the positions of Animal Management, Community Service Officer, Code Enforcement Officer and Traffic Accident Investigator.

Expenditure Required: \$ 0

Source of Funds: N/A

Policy Issue

Whether the City should amend the Code that pertains to the Police Department positions of Animal Warden, Community Service Officer, Code Enforcement Officer, and Traffic Accident Investigator, and to define the positions of Peace Officer and Police Officer, and to establish the position of Liquor Investigations Officer.

Alternatives

1. Amend the ordinance as recommended.
2. Determine that no changes need to be made to the ordinance at this time.
3. Amend the ordinance to include some, but not all of the proposed changes.

Background Information

Chapter 1 of Title III of the Westminster Municipal Code defines personnel within the Police Department. Staff is recommending the following changes that more accurately reflect titles and duties and clarifies enforcement authority:

- The addition of a section that defines Peace Officer and Police Officer. There are several positions within the Police Department that are staffed by civilian employees who have enforcement authority and Staff believes it is important to define the differences between these two enforcement roles.
- Expansion under Police Officer section to add Deputy Chiefs, Commanders, Sergeants and Senior Police Officers. Staff believes that all police officer positions should be identified. The current language only identifies police officer and Chief of Police.
- Establishing the new Liquor Investigations Officer position within the Police Department. This position will be staffed by a civilian rather than a sworn police detective as it has been in the past. The Police Department continues to evaluate options for cost savings that result from freeing sworn officers from certain duties in order that they may be used for the more critical enforcement or investigations responsibilities. City Council previously approved this change during the 2A tax initiative; this ordinance change will formally adopt the Liquor Investigations Officer within the Code and establish enforcement responsibilities for that position.
- A change in title from Animal Warden to Animal Management. Council received a staff report on November 24, 2004 outlining the proposal to rename this unit.
- A change in the enforcement language for the positions of Animal Management, Community Service Officer, Code Enforcement Officer and Traffic Accident Investigator. Rather than list the specific code provisions that each position will be authorized to enforce, each position is given the general authority to enforce the provisions of the Westminster Municipal Code, and where applicable, the Model Traffic Code. It is contemplated that the supervisors of the positions will then have the responsibility of more specifically delineating the employee's specific enforcement authority. The broader language was chosen for the Code to avoid the risk of challenges to the employee's enforcement authority, and potential legal liability if the employee ends up enforcing provisions that are not specifically listed.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **6**

SERIES OF 2005

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE AMENDING TITLE III OF THE WESTMINSTER MUNICIPAL CODE
CONCERNING THE POLICE DEPARTMENT

THE CITY OF WESTMINSTER ORDAINS:

Section 1. Section 3-1-4, W.M.C., is hereby AMENDED to read as follows:

3-1-4: DUTIES OF POLICE DEPARTMENT PERSONNEL:

(A) It shall be the duty of all personnel assigned to the Police Department to actively support and strive to achieve the department's targeted GOALS AND objectives, as set forth by the Chief of Police.

~~(B) In addition to the duty set forth in Subsection (A) of this Section, sworn personnel shall have the authority to enforce the provisions of this Code and the City Charter and shall have the authority granted to them pursuant to the Colorado Revised Statutes.~~

~~(C)~~(B) It shall also be the duty of police department personnel, who have enforcement authority, to enforce the law in a fair and ~~impartial~~ REASONABLE manner, recognizing both the statutory and judicial limitations of police authority, and the constitutional rights of all persons.

Section 2. Title 3, Chapter 1, W.M.C., is hereby amended BY THE ADDITION OF NEW SUBSECTIONS to read as follows:

3-1-5: PEACE OFFICER: A PERSON WHO MEETS ALL STANDARDS IMPOSED BY LAW ON A PEACE OFFICER IS A PEACE OFFICER, AND, NOTWITHSTANDING ANY OTHER PROVISION OF LAW, NO PERSON OTHER THAN A PERSON DESIGNATED IN THIS MUNICIPAL CODE IS A PEACE OFFICER. AT A MINIMUM, A PEACE OFFICER HAS AUTHORITY TO ENFORCE THE WESTMINSTER MUNICIPAL CODE, AS DIRECTED, WHILE ACTING WITHIN THE SCOPE OF HIS OR HER AUTHORITY AND IN THE PERFORMANCE OF HIS OR HER DUTIES.

3-1-6: POLICE OFFICER:

(A) A POLICE OFFICER, INCLUDING THE CHIEF OF POLICE, DEPUTY CHIEFS, COMMANDERS, SERGEANTS, AND SENIOR POLICE OFFICERS, IS A PEACE OFFICER WHOSE AUTHORITY SHALL INCLUDE THE ENFORCEMENT OF ALL LAWS OF THE STATE OF COLORADO AND WHO SHALL BE CERTIFIED BY THE PEACE OFFICERS STANDARDS AND TRAINING BOARD PURSUANT TO STATE STATUTE.

(B) IN ADDITION TO THE AUTHORITY SET FORTH IN SUBSECTION (A) OF THIS SECTION, POLICE OFFICERS SHALL HAVE THE AUTHORITY TO ENFORCE THE PROVISIONS OF THIS CODE AND THE CITY CHARTER AND SHALL HAVE THE AUTHORITY GRANTED TO THEM PURSUANT TO THE COLORADO REVISED STATUTES.

(C) POLICE OFFICERS SHALL BE SWORN MEMBERS OF THE POLICE DEPARTMENT.

Section 3. Section 3-1-5, W.M.C., is hereby AMENDED to read as follows:

~~3-1-5~~ 3-1-7: COMMUNITY SERVICE OFFICER PERSONNEL:

(A) There is hereby created the FUNCTIONAL positionS of Community Service ~~Officer~~ PERSONNEL.

(B) The Community Service ~~Officer~~ is PERSONNEL ARE authorized to enforce the provisions of ~~Title X and Chapter 7 of Title VI of this Code~~ THE WESTMINSTER MUNICIPAL CODE.

(C) The Community Service ~~Officer~~ PERSONNEL shall be deemed a peace officerS for the limited purpose of enforcing the provisions ~~delineated in subsection (B), pursuant to Rule 206 of the Municipal Court Rules of Procedure~~ OF THE WESTMINSTER MUNICIPAL CODE. THE COMMUNITY SERVICE PERSONNEL SHALL HAVE THE POWER TO ISSUE COMPLAINTS AND SUMMONSES FOR VIOLATIONS OF WESTMINSTER MUNICIPAL CODE PROVISIONS AND THE MODEL TRAFFIC CODE, PURSUANT TO RULE 206, MUNICIPAL COURT RULES OF PROCEDURE, AND SECTION 1-22-18 OF THIS CODE.

~~(D) The Community Service Officer shall not be deemed a sworn member of the Police Department.~~

Section 4. Section 3-1-6, W.M.C., is hereby AMENDED to read as follows:

~~3-1-6~~ 3-1-8: ANIMAL WARDEN MANAGEMENT PERSONNEL:

(A) There is hereby created the FUNCTIONAL positionS of Animal ~~Warden~~ MANAGEMENT PERSONNEL.

(B) The Animal ~~Warden~~ is MANAGEMENT PERSONNEL ARE authorized to enforce the provisions of ~~Title VI, Chapter 7 of this~~ THE WESTMINSTER MUNICIPAL Code.

(C) The Animal ~~Warden~~ MANAGEMENT PERSONNEL shall be deemed a peace officerS for the limited purpose of enforcing the provisions ~~delineated in Subsection (B), pursuant to Rule 206 of the Municipal Court Rules of Procedure~~ OF THE WESTMINSTER MUNICIPAL CODE. THE ANIMAL MANAGEMENT PERSONNEL SHALL HAVE THE POWER TO ISSUE COMPLAINTS AND SUMMONSES FOR VIOLATIONS OF WESTMINSTER MUNICIPAL CODE PROVISIONS, PURSUANT TO RULE 206, MUNICIPAL COURT RULES OF PROCEDURE, AND SECTION 1-22-18 OF THIS CODE.

~~(D) The Animal Warden shall not be deemed a sworn member of the Police Department.~~

Section 5. Title 3, Chapter 1, W.M.C., is hereby amended BY THE ADDITION OF A NEW SECTION to read as follows:

3-1-9: TRAFFIC ACCIDENT INVESTIGATION PERSONNEL:

(A) THERE IS HEREBY CREATED THE FUNCTIONAL POSITIONS OF TRAFFIC ACCIDENT INVESTIGATION PERSONNEL.

(B) THE TRAFFIC ACCIDENT INVESTIGATION PERSONNEL ARE AUTHORIZED TO ENFORCE THE PROVISIONS OF THE WESTMINSTER MUNICIPAL CODE AND THE MODEL TRAFFIC CODE.

(C) THE TRAFFIC ACCIDENT INVESTIGATION PERSONNEL SHALL BE DEEMED PEACE OFFICERS FOR THE LIMITED PURPOSE OF ENFORCING THE PROVISIONS OF THE WESTMINSTER MUNICIPAL CODE AND THE MODEL TRAFFIC CODE. THE TRAFFIC ACCIDENT INVESTIGATION PERSONNEL SHALL HAVE THE POWER TO ISSUE COMPLAINTS AND SUMMONSES FOR VIOLATIONS OF WESTMINSTER MUNICIPAL CODE

PROVISIONS AND THE MODEL TRAFFIC CODE, PURSUANT TO RULE 206, MUNICIPAL COURT RULES OF PROCEDURE AND SECTION 1-22-18 OF THIS CODE.

Section 6. Title 3, Chapter 1, W.M.C., is hereby amended BY THE ADDITION OF A NEW SECTION to read as follows:

3-1-10: LIQUOR INVESTIGATIONS PERSONNEL:

(A) THERE IS HEREBY CREATED THE FUNCTIONAL POSITIONS OF LIQUOR INVESTIGATIONS PERSONNEL.

(B) THE LIQUOR INVESTIGATIONS PERSONNEL ARE AUTHORIZED TO ENFORCE THE PROVISIONS OF THE WESTMINSTER MUNICIPAL CODE, THE COLORADO BEER CODE AND THE COLORADO LIQUOR CODE, C.R.S., TITLE 12.

(C) THE LIQUOR INVESTIGATIONS PERSONNEL SHALL BE DEEMED PEACE OFFICERS FOR THE LIMITED PURPOSE OF ENFORCING THE PROVISIONS DELINEATED IN SUBSECTION (B). THE LIQUOR INVESTIGATIONS PERSONNEL SHALL HAVE THE POWER TO ISSUE COMPLAINTS AND SUMMONSES FOR VIOLATIONS OF WESTMINSTER MUNICIPAL CODE PROVISIONS, PURSUANT TO RULE 206, MUNICIPAL COURT RULES OF PROCEDURE AND SECTION 1-22-18 OF THIS CODE.

Section 6. Section 3-1-7, W.M.C., is hereby AMENDED to read as follows:

~~3-1-7~~ **3-1-11: CODE ENFORCEMENT OFFICER PERSONNEL:**

(A) The ~~position of~~ Code Enforcement Officer PERSONNEL[,] previously created in the Department of Community Development[,] ~~is~~ ARE hereby transferred and re-created in the Police Department; provided, however, that Code Enforcement Officer(s) PERSONNEL shall remain in the Department of Community Development, as directed by the City Manager. The Code Enforcement Officer(s) PERSONNEL in the Department of Community Development shall have all the authority established herein, and such duties as the City Manager shall direct.

(B) It shall be the duty of the Code Enforcement Officer PERSONNEL to enforce ~~the provisions of Chapter 5 of Title IV; Chapters 2, 3, 5, 6, 7, 11, 20, and 22 of TITLE V; Sections 5-9-1, 5-9-2, 6-10-2, 6-13-4(C); and 6-13-5(C); Chapters 1, 2, 3, 4, 5, 7, 8, and 10 of Title VIII except Section 8-7-27(D)2; Title IX; Sections 10-1-2(B), 10-1-12 and 10-1-14; Title XI and Chapter 3 of Title XIII of this Code~~ SPECIFIC PROVISIONS OF THE WESTMINSTER MUNICIPAL CODE, AS DIRECTED.

(C) The Code Enforcement Officer PERSONNEL shall be deemed a peace officerS for the limited purpose of enforcing the provisions ~~delineated in Subsection (B) of this section~~ OF THE WESTMINSTER MUNICIPAL CODE. The Code Enforcement Officer PERSONNEL shall have the power to issue complaints and summons for violations of ~~these~~ WESTMINSTER MUNICIPAL CODE provisions, pursuant to Rule 206, Municipal Court Rules of Procedures, and Section 1-22-18 of this Code.

~~(D) The Code Enforcement Officer shall not be deemed to be a sworn member of the Police Department pursuant to Section 3-1-4.~~

~~(E)~~ (D) The transfer of the position of Code Enforcement Officer PERSONNEL from the Department of Community Development to the Police Department shall not affect any action or court proceeding taken or begun by the Code Enforcement Officer PERSONNEL prior to the effective date of this ordinance.

Section 7. Section 3-1-8, W.M.C., is hereby AMENDED as follows:

3-1-8 3-1-12: CODE ENFORCEMENT OFFICER PERSONNEL ENTRY UPON PROPERTY:

(A) Right of Entry - Generally:

1. Whenever necessary to make an inspection to enforce any of the provisions ~~listed in Section 3-1-7 OF~~ THE WESTMINSTER MUNICIPAL CODE, or whenever a Code Enforcement ~~Officer~~ PERSONNEL ~~has~~ HAVE probable cause to believe that there exists upon any premises any condition which constitutes a violation of the provisions of this eCode, ~~listed in Section 3-1-7,~~ the Code Enforcement ~~Officer~~ PERSONNEL may enter such premises at all reasonable times to inspect the same or to perform any duty imposed on him provided, that, if such premises is occupied, the Code Enforcement ~~Offie~~ PERSONNEL shall first present proper credentials and request entry and, if such premises is unoccupied, he shall first make a reasonable effort to locate the owner or occupant or other person or persons having charge or control of the premises, and upon locating the owner, occupant or other person or persons shall present proper credentials and request entry. If the owner or occupant cannot be located after a reasonable effort, a notice of intent to inspect shall be posted on the premises. The notice shall state that the property owner has the right to refuse entry and that, in the event such entry is refused, inspection may be made only upon issuance of a search warrant by a Municipal Judge of the City. For purposes of this section, premises is defined as that area outside of a habitable structure.

2. After entry is refused or twenty-four (24) hours after the premises have been posted, the Code Enforcement ~~Officer~~ PERSONNEL may appear before the Municipal Judge and, upon a showing of ~~probably~~ PROBABLE cause, shall obtain a search warrant entitling him to enter upon the premises. Upon presentation of the search warrant and proper credentials, or possession of same in the case of an unoccupied premises, the officer may enter upon the premises using such reasonable force as may be necessary to gain entry therein.

3. For purposes of this subsection, "~~probably~~ PROBABLE cause" exists where the facts and circumstances within the officer's knowledge are sufficient to warrant a man of reasonable caution in the belief that a code violation has been or is being committed. The person applying for such warrant shall not be required to demonstrate specific knowledge of the condition of the particular premises in issue in order to obtain a search warrant.

(B) Unlawful resistance: It is unlawful for any owner or occupant of the premises to resist reasonable force used by the officer acting pursuant to this section.

Section 8. This ordinance shall take effect upon its passage after second reading.

Section 9. The title and purpose of this ordinance shall be published prior to its consideration on second reading. The full text of this ordinance shall be published within ten (10) days after its enactment after second reading.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 24th day of January, 2005.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 14th day of February, 2005.

Mayor

ATTEST:

City Clerk



Agenda Item 10 J & K

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
January 24, 2005



SUBJECT: Replacement Computer Lease Purchase Program for 2005

Prepared By: Karen Heckenbach, Systems Analyst III
Robert Byerhof, Financial Analyst

Recommended City Council Action:

1. Pass Councillor's Bill No. 7 on first reading appropriating \$270,000 in the General Fund for the computer replacement lease proceeds.
2. Authorize the City Manager to enter into a lease/purchase agreement in an amount not to exceed \$286,750, including approximately \$16,750 in financing cost, to fund the 2005 computer replacement and acquisition program.

Summary Statement:

The approval continues the replacement PC program that was approved by Council in 2001. Approval of these contracts will:

- Fund the purchase and financing cost of 237 PCs that will support new or upgraded software
- Continue the on-going long-term replacement program
- Provide essential tools to conduct the daily business of the City
- Provide standardization across the City that reduces maintenance costs

The purchase and financial cost of the computers is estimated to be \$286,750 and the associated lease payments are included in the 2005 budget. The interest rate will be determined on the date of commitment by the City as defined in the master lease agreement approved by Council on February 12, 2001.

Expenditure Required: Not to exceed \$286,750

Source of Funds: General and Utility Fund Operating Accounts

Policy Issue

Should the City continue the replacement and acquisition schedule of PCs through a lease purchase arrangement?

Alternatives

1. Discontinue the replacement computer program. This option is not recommended. Previous to implementing the replacement program the amount of money available for replacement of PCs fluctuated greatly and many of the machines could not accommodate newer software used in the City. This led to unproductive duplication of work and effort. The replacement program has eliminated this problem to a large extent.
2. Finance the PC purchases with cash. This option is not recommended. Annual cash funding of computer purchases results in significant and fluctuating cash demands on the City's budget. The master lease purchase program stretches out the annual cost of replacing PCs into quarterly lease payments over three to four years. By moving to the master lease concept, the cash flow needed to purchase replacement and additional computers over the next few years can be scheduled and budgeted with certainty. Currently, the interest rate the City projects to pay for the 2005 purchases is 3.75%, which is well below the City's cost of debt. Because the lease is a revolving 3-year lease, the rate should continue to be low.

Background Information

In 1985, the City of Westminster had approximately 15 personal computers installed in several departments, representing a total asset value of \$48,000. Because of the limited number of PCs in use during the mid-late 1980s, planning for and securing adequate budget for replacing these computers as they became obsolete was not difficult. During the 1990's, the City continued to place added emphasis on the use of PC's and purchased many PCs as Staff recognized the value that PCs offered in terms of internal communications, employee productivity and as tools to provide enhanced and efficient services for citizens and businesses. Currently, the City uses 927 personal computers throughout all departments, representing an investment of approximately \$1.75 million.

A survey by Information Technology (IT) Staff indicated there was a backlog of 122 PCs that were obsolete but were not scheduled for replacement in 2001. Staff members from the City Manager's office, Information Technology and Finance analyzed various options to determine the best method to solve the obsolescence challenge. Given the significant number and value of computers in use by the City, lease purchase financing proved to be the most cost effective method to implement an on-going replacement and acquisition program. The expected results of the program were:

- 1) The City has stabilized the annual cost associated with PC hardware replacement.
- 2) The City has avoided technology obsolescence by establishing a regular replacement schedule and planned annual lease expense.
- 3) PCs have been standardized throughout the City, thus promoting efficiencies in maintenance.

The replacement program was implemented in 2001 using a master lease. The PCs purchased are on either a three- or four-year replacement cycle since computers become obsolete generally between three and four years after purchase, depending on user applications:

- When they no longer have adequate processing speed
- When the hardware fails
- When memory capacity or disk space is needed to support new or upgraded software

Minimum PC capacity and processing speed requirements increase as software vendors add more features and functionality to their products. PCs are essential tools that are used daily to conduct the business of the City. It is important that the technology be updated on a regular schedule in order to provide users with adequate performance, functionality and configuration to be compatible with new software applications.

Scheduled 2005 purchases are 237 PCs along with associated hardware (monitors and drives), for a total estimated cost of \$270,000. The 2005 General Fund and Utility Fund budgets include funds for the lease payments of computers, associated hardware and related software for.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

BY AUTHORITY

ORDINANCE NO.

COUNCILOR'S BILL NO. **7**

SERIES OF 2005

INTRODUCED BY COUNCILLORS

Davia - Price

A BILL

FOR AN ORDINANCE AMENDING THE 2005 BUDGET OF THE GENERAL FUND AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2005 ESTIMATED REVENUES IN THE FUND.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2005 appropriation for the General Fund initially appropriated by Ordinance No. 3162 in the amount of \$82,941,554 is hereby increased by \$270,000 which, when added to the fund balance as of the City Council action on January 24, 2005 will equal \$83,211,554. The actual amount in the General Fund on the date this ordinance becomes effective may vary from the amount set forth in this section due to intervening City Council actions. The appropriation is due to the receipt of computer lease proceeds.

Section 2. The \$270,000 increase in the General Fund shall be allocated to City Revenue and Expense accounts, which shall be amended as follows:

| REVENUES | | Current Budget | Amendment | Revised Budget |
|--------------------------|---------------------|----------------|------------------|----------------|
| Description | Account Number | | | |
| Other Financing Source | 1000.46000.0000 | \$0 | <u>\$270,000</u> | \$270,000 |
| Total Change to Revenues | | | <u>\$270,000</u> | |
| EXPENSES | | Current Budget | Amendment | Revised Budget |
| Description | Account Number | | | |
| Computer Soft/Hard | 10010900.75400.0000 | \$4,080 | <u>\$270,000</u> | \$274,080 |
| Total Change to Expenses | | | <u>\$270,000</u> | |

Section 3. – Severability. The provisions of this Ordinance shall be considered as severable. If any section, paragraph, clause, word, or any other part of this Ordinance shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, such part shall be deemed as severed from this ordinance. The invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect the construction or enforceability of any of the remaining provisions, unless it is determined by a court of competent jurisdiction that a contrary result is necessary in order for this Ordinance to have any meaning whatsoever.

Section 4. This ordinance shall take effect upon its passage after the second reading.

Section 5. This ordinance shall be published in full within ten days after its enactment.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED AND PUBLISHED this 24th day of January, 2005.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 14th day of February, 2005.

ATTEST:

Mayor

City Clerk



WESTMINSTER
COLORADO
Agenda Memorandum

City Council Meeting
January 24, 2005



SUBJECT: Lease/Purchase for Replacement Mobile Computers for Police and Fire

Prepared By: Russell D. Hamm, Communications Supervisor

Recommended City Council Action:

- Authorize the City Manager to enter into a lease/purchase agreement in an amount not to exceed \$504,450, which includes \$451,425 for laptop purchases and approximately \$53,025 for financing costs, to fund the purchase of mobile laptop computers for the integrated Computer Aided Dispatch and Records Management System (CAD/RMS). Funds for the lease purchase payments are budgeted in the Police and Fire Department operating budgets for 2005 and 2006, and will be included the proposed budget for 2007.
- Pass Councillor's Bill No. 8 on first reading appropriating \$451,425 in the General Fund for the computer replacement lease proceeds.

Summary Statement:

- The expenditure of these funds will allow for the purchase of 75 new Itronix GoBook III rugged mobile laptop computers to replace all existing Police and Fire Department mobile laptop computers.
- In concert with the citywide computer lease program initiated in 2001, Staff is recommending that the CAD/RMS computers commence a similar replacement schedule to ensure that this public safety technology is up to date and operating at its full capacity. The new computers are recommended to follow a 4-year replacement schedule, replacing half of the laptops in the first year and half in the second year. This replacement schedule will commence in 2008.
- This 4-year replacement cycle will ensure that the Police and Fire Departments have the latest technology available, all computer hardware, mounting, and software will be standardized, and all units will always be covered by the manufacturer's warranty.
- The current Panasonic laptops are entering their fourth year of service, and are suffering failures at a rate of one per week, with an average repair cost of \$400 per unit.
- The limited capabilities of the Panasonic laptops prevent the installation of anti-virus software on the machines, increasing the risk of a virus being introduced into the city intranet.
- Funds for the lease purchase payments are budgeted in the Police and Fire Department operating budgets for 2005 and 2006, and will be included the proposed budget for 2007.

Expenditure Required: Not to exceed \$504,450

Source of Funds: 2005 and 2006 General Fund, Police and Fire Departments' Operating Budgets

SUBJECT: Lease/Purchase for Replacement Mobile Computers for Police and Fire

Policy Issue

Should the City of Westminster enter into a lease/purchase agreement for new mobile laptop computers to replace the existing out of date mobile computers currently in place?

Alternative

Instead of purchasing the new mobile laptop computers, continue to utilize the current computers and replace them through attrition. This alternative is not recommended due to the increased repair and maintenance work required by the Information Technology Department, and the decreased capabilities of Police and Fire to prepare timely reports, be more visible in the field, and provide outstanding customer service. Replacing computers through attrition will require I.T. to maintain two separate operating systems and two separate computer images, thus reducing efficiencies.

Background Information

On July 10, 2000, City Council authorized the purchase, installation, and implementation of a new CAD/RMS in the Police and Fire Departments. The vendor selected was Intergraph Public Safety Systems. The capabilities of this software allow a police officer or a firefighter to perform the majority of his/her duties in the field. The use of rugged, mobile laptop computers, allows officers to receive calls for service, provides an interactive map to aid in locating addresses, complete incident reports and forward them to the Records Management System, and interfaces with the Colorado Bureau of Investigation crime database to check for wants and warrants on individuals and vehicles.

The system also allows firefighters and fire chiefs, using the interactive map functions, to create a plan of attack for structure fires, and aids paramedics in locating obscure addresses quickly to provide faster medical attention.

Another major benefit of the Itronix computer is the integrated GPS capabilities. This allows Police Dispatch to constantly monitor the physical location of all officers currently on the street, allowing dispatch to immediately send help to the exact location should an officer declare an emergency situation.

A total of \$168,150 has been appropriated in the 2005 and 2006 Police (\$134,520) and Fire (\$33,630) Departments' budgets for the first two years of lease payments. The third year of lease payments will be requested in the 2007 budget. These budgeted amounts reflect the lease payments, including financing costs (projected at \$53,025), for the laptops.

Per generally accepted accounting procedures, an ordinance increasing the budget for the amount of the lease from the lending bank is required with this action. The attached ordinance officially books the receipt of the requested purchase amount (\$451,425) and offsetting expenditure for the purchase of these laptops.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

BY AUTHORITY

ORDINANCE NO.
SERIES OF 2005

OUNCILOR'S BILL NO. **8**
INTRODUCED BY COUNCILLORS
Hicks - Price

A BILL
FOR AN ORDINANCE AMENDING THE 2005 BUDGET OF THE GENERAL FUND AND
AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2005 ESTIMATED REVENUES
IN THE FUND.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2005 appropriation for the General Fund initially appropriated by Ordinance No. 3162 in the amount of \$83,211,554 is hereby increased by \$451,425 which, when added to the fund balance as of the City Council action on January 24, 2005 will equal \$83,932,979. The actual amount in the General Fund on the date this ordinance becomes effective may vary from the amount set forth in this section due to intervening City Council actions. The appropriation is due to the receipt of mobile laptop computer lease proceeds.

Section 2. The \$451,425 increase in the General Fund shall be allocated to City Revenue and Expense accounts, which shall be amended as follows:

| REVENUES | | Current | | Revised |
|--------------------------|---------------------|-----------|-----------|-----------|
| Description | Account Number | Budget | Amendment | Budget |
| Other Financing Source | 1000.46000.0000 | \$270,000 | \$451,425 | \$721,425 |
| Total Change to Revenues | | | \$451,425 | |
| EXPENSES | | Current | | Revised |
| Description | Account Number | Budget | Amendment | Budget |
| Computer Soft/Hard | 10010900.75400.0000 | \$274,080 | \$451,425 | \$725,505 |
| Total Change to Expenses | | | \$451,425 | |

Section 3. – Severability. The provisions of this Ordinance shall be considered as severable. If any section, paragraph, clause, word, or any other part of this Ordinance shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, such part shall be deemed as severed from this ordinance. The invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect the construction or enforceability of any of the remaining provisions, unless it is determined by a court of competent jurisdiction that a contrary result is necessary in order for this Ordinance to have any meaning whatsoever.

Section 4. This ordinance shall take effect upon its passage after the second reading.

Section 5. This ordinance shall be published in full within ten days after its enactment.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED AND
PUBLISHED this 24th day of January, 2005. PASSED, ENACTED ON SECOND READING, AND FULL
TEXT ORDERED PUBLISHED this 14th day of February, 2005.

ATTEST:

Mayor

City Clerk



Agenda Item 10 N&O

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
January 24, 2005



SUBJECT: Resolutions No. 5 & 6 re 2004 Private Activity Bond Allocation Assignment

Prepared By: Tony Chacon, Senior Projects Coordinator

Recommended City Council Action:

1. Adopt Resolution No. 5 assigning and transferring \$1.0 million of the City of Westminster's 2004 Private Activity Bond allocation to the City and County of Denver for the purpose of participating in the Metro Mayor's Caucus Single Family Mortgage Bond Program and authorize the Mayor and City Clerk to execute the necessary documents.
2. Adopt Resolution No. 6 assigning the balance of 2004 Private Activity Bond (PAB) allocation to the Westminster Economic Development Authority in the amount of \$2,660,440 to undertake redevelopment activity within urban renewal areas.

Summary Statement

- The City's 2004 Private Activity Bond (PAB) total allocation is \$4,160,440. The allocation is issued by the State of Colorado pursuant to federal legislation, and is required for municipalities wanting to issue bonds for certain "private activities" such as residential mortgage programs, construction of affordable rental housing, and certain redevelopment projects within an urban renewal area.
- On August 23, 2004 City Council passed Resolution No. 51 exercising the "carry forward" PAB provision in the total amount of \$4,160,440, thereby moving the assignment deadline to February 15, 2005.
- On January 10, 2005 the City passed Resolution No. 3 assigning \$500,000 of the 2004 PAB allocation to the Adams County Housing Authority relative to financing for the Toscana Apartments.
- The City has a balance of \$3,660,440 in 2004 PAB that must be assigned by February 15, 2005 or it will be lost pursuant to federal Internal Revenue Service regulations governing Private Activity Bonds.
- The City has received a request from the Metro Mayors Caucus for consideration of an assignment from the 2004 allocation to go towards the Metro-wide affordable housing mortgage program. The City has provided a PAB allocation to this group on several occasions in the past, and staff recommends the Council allocate \$1,000,000 of its 2004 PAB to the program.
- It is proposed that the balance of \$2,660,440 of the City's 2004 PAB allocation be assigned to the Westminster Economic Development Authority (WEDA) to undertake redevelopment activities in the South Westminster Urban Renewal District, including the Northgate Redevelopment project located on the southwest corner of 72nd Avenue and Federal Boulevard, the Lowell Boulevard and 73rd Avenue redevelopment area, and the transit redevelopment project area.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

Should the City participate in a Metro-wide program to provide affordable home mortgages knowing that the local assignment does not guarantee that proceeds from the assignment may serve non-Westminster residents? Should the City assign the remaining balance of the 2004 PAB to redevelopment endeavors in South Westminster not knowing what actual projects will benefit from the assignment at this time?

Alternative

City Council may choose to take no action, and allow the City's allocation to revert to the federal PAB pool. This option is not recommended, as it would limit the City's options on the use of the PAB allocation relative to its redevelopment endeavors in South Westminster.

Background Information

Private Activity Bonds (PAB) are tax-exempt bonds that can be issued for qualified public purposes. Qualified uses of Private Activity Bonds include:

- Industrial bonds for construction of manufacturing facilities;
- Single-family mortgage revenue bonds;
- Redevelopment bonds to acquire property in blighted areas and prepare land for redevelopment activities;
- Student loans for eligible students;
- Residential rental project bonds to finance new construction or acquisition/rehabilitation of housing for persons with low to moderate incomes;
- Exempt facility bonds such as hazardous waste facilities, water, sewer and solid waste facilities.

The State of Colorado is the authorized agent to administer the PAB allocations from the federal government. The Colorado Private Activity Bond allocation program was established by state statute to provide for the allocation of the state PAB under the federal Tax Reform Act.

Fifty percent (50%) of the state allocation is made available directly to state authorities. Eligible state authorities include the Colorado Housing and Finance Authority, Colorado Agricultural Development Authority, Colorado Post-Secondary Education Facility Authority, Colorado Health Facilities Authority and the Colorado Student Obligation Bond Authority. The remaining 50% of the PAB allocation is made available to local governments based on population. Those local governments whose populations warrant an allocation of \$1 million or more receive a direct allocation from the State of Colorado.

The City of Westminster receives a direct annual allocation in Private Activity Bonds (PAB) as determined by the Colorado State Division of Local Affairs. In 2004, the City received an allocation of \$4,160,440. The allocation is available to local governments from January 1 to September 15 of each year. Any portion of a direct allocation not assigned for a qualified project by a local government by September 15 of each funding year reverts to the statewide balance, unless the local government exercises its right to "carry forward" the decision on an assignment(s) to February 15th of the following year.

The City has utilized its PAB allocation in the past to fund the following projects:

| TOTAL PRIVATE ACTIVITY BOND ASSIGNMENTS 1999 - 2003 | | |
|--|--------------------------------------|------------------------|
| YEAR | BONDS ASSIGNED TO | AMOUNT ASSIGNED |
| 1999 | Metro Mayors Caucus Mortgage Program | \$250,000 |
| 1999 | WEDA | \$2,148,300 |
| 2000 | Metro Mayors Caucus Mortgage Program | \$1,000,000 |
| 2000 | Mendel-Allison Panorama Point | \$1,432,675 |
| 2001 | WEDA | \$3,069,281 |
| 2002 | WEDA | \$3,785,250 |
| 2003 | Metro Mayors Caucus TOD Housing | \$500,000 |
| 2003 | WEDA | \$3,385,938 |
| TOTAL PRIVATE ACTIVITY BOND ASSIGNMENTS | | \$15,571,444 |

One of the reasons the City established the Westminster Economic Development Authority (WEDA) was to have a vehicle with which to sell tax-exempt bonds using Private Activity Bond allocations for redevelopment projects such as the completed Westminster Plaza project. Staff is proposing that \$2,660,440 of the City’s 2004 Private Activity Bond allocation in be assigned to WEDA for revitalization efforts in the South Westminster Urban Renewal District.

Currently WEDA has \$10,240,469 in PAB bonding capacity that remains to be used as of this date. The proposed 2004 assignment would bring WEDA’s available bonding capacity to \$12,900,909, which is more than sufficient to provide funding for the Northgate redevelopment project, which is the only project specifically targeted for use of the PAB with the south Westminster urban renewal area at this time. The City’s Transit Oriented Development (TOD) project may also require use of PAB to provide bond funding in the near future.

The Metro Mayors Caucus Mortgage Program has submitted a request to the City for Council consideration of an assignment of the 2004 PAB. Given the City’s historic support of this program and its success in making housing ownership available to the community, and given the sufficient level of PAB capacity available to WEDA at present, staff proposes that the Metro Mayors Caucus Mortgage Program be assigned \$1,000,000 of the City’s 2004 PAB.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

1. Resolution No. 5, Assignment to Metro Mayors Caucus
2. Resolution No. 6, Assignment to WEDA

A RESOLUTION

RESOLUTION NO. **6**

INTRODUCED BY COUNCILLORS

SERIES OF 2005

A RESOLUTION CONCERNING THE ASSIGNMENT OF THE 2004 CARRY FORWARD OF PRIVATE ACTIVITY BOND ALLOCATION FROM THE CITY OF WESTMINSTER TO THE WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY

WHEREAS, the City of Westminster (the "Assignor") and the Westminster Economic Development Authority (WEDA)(the "Assignee") are authorized and empowered under the laws of the State of Colorado (the "State") to issue Revenue Bonds for the purpose of financing Redevelopment purposes as defined in Section 144 (c) of the Internal Revenue Code of 1986, (the "Qualified Redevelopment Projects") and

WHEREAS, the Internal Revenue Code of 1986, as amended (the "Code"), restricts the amount of tax-exempt bonds ("Private Activity Bonds") which may be issued in the State to finance such Qualified Redevelopment Projects and for certain other purposes (the "State Ceiling"); and

WHEREAS, pursuant to the Code, the Colorado legislature adopted the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes (the "Allocation Act"), providing for the allocation of the State Ceiling among the Assignee and other governmental units in the State, and further providing for the assignment of allocations from such other governmental units to the Assignee; and

WHEREAS, pursuant to an allocation under Section 24-32-1706 of the Allocation Act, the Assignor has an allocation of the 2004 State Ceiling for the issuance of a specified principal amount of Private Activity Bonds prior to September 15, 2004 (the "2004 Allocation"); and

WHEREAS, the Assignor has determined that the 2004 Allocation thereof, can be utilized most efficiently by assigning it to the Assignee to issue Private Activity Bonds for the purpose of financing one or more Qualified Redevelopment Projects ("Revenue Bonds"); and

WHEREAS, the Assignee has prior voter approval to issue the Bonds for the purpose of financing one or more Qualified Redevelopment Projects; and

WHEREAS, the City Council of the Assignor has determined to assign to the Assignee \$2,660,440 of its 2004 Allocation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF WESTMINSTER:

1. The Assignor agrees to use its best efforts to cause Assignee to issue and sell the Revenue Bonds, in one or more series, to finance the Qualified Redevelopment Projects to acquire property in blighted areas, and to prepare land for redevelopment activities ("the Project").
2. The Assignor hereby assigns to the Assignee \$2,660,440 of its 2004 carry forward allocation, subject to the terms and conditions contained herein. The Assignor represents that it has received no monetary consideration for said assignment.

3. The officers, employees and agents of the Assignor shall take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated hereby and shall take all action necessary or desirable to finance the Project and to otherwise carry out the transactions contemplated by this resolution, including without limiting the generality of the foregoing, the following:
 - a. Notifying the Colorado Department of Local Affairs of the assignment of its 2004 carry forward allocation of private activity bond volume to WEDA for the Qualified Redevelopment Project;
 - b. Executing a form of assignment of its carry forward 2004 allocation of private activity bond volume cap to WEDA in a form satisfactory to the Colorado Department of Local Affairs; and
 - c. Executing a form of assignment of its carry forward 2004 allocation of private activity bond volume cap to WEDA in a form satisfactory to the Internal Revenue Service.
4. The officers and employees of the City are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this resolution.
5. The Assignor hereby consents to the election by the Assignee, if the Assignee in its discretion so decides, to treat all or any portion of the assignment set forth herein as an allocation for a project with a carry forward purpose.
6. The Assignor agrees that it will take such further action and adopt such further proceedings as may be required to implement the terms of the Assignment.
7. Nothing contained in the Assignment shall obligate the Assignee to finance the Project.
8. The Assignment is effective upon execution and is irrevocable.

PASSED AND ADOPTED this 24th day of January 2005.

Mayor

Attest:

City Clerk

CERTIFICATE OF THE CITY OF WESTMINSTER, COLORADO

Relating to

**CITY AND COUNTY OF DENVER, COLORADO
SINGLE FAMILY HOME MORTGAGE REVENUE BONDS
(METRO MAYORS CAUCUS SINGLE FAMILY MORTGAGE BOND PROGRAM)
SERIES 2005**

The undersigned Mayor and City Clerk of the City of Westminster, Colorado (the "City") hereby certify that:

1. **Resolution.** Attached hereto as Exhibit A is a true and correct copy of a Resolution of the City Council of the City (the "Council") that was adopted by the Council in accordance with all applicable laws of the City on the date indicated therein (the "Resolution"). All meetings of the Council at which action relating to the Resolution was taken were properly noticed in the manner and at the times required by such laws, were open at all times to the general public and were attended by a quorum of the Council. The Resolution has been signed, attested, sealed and made a permanent part of the records of the Council in accordance with such laws; is in full force and effect; and has not been amended, modified or repealed since its adoption.
2. **Delegation Agreement.** Attached hereto as Exhibit B is a true and correct copy of a Delegation Agreement dated as of the date indicated therein (the "Delegation Agreement") between the City and the City and County of Denver, Colorado (the "Issuer"). The Delegation Agreement has been duly authorized, executed and delivered by the City and, upon due authorization, execution and delivery by the Issuer, is intended to constitute a valid and binding obligation of the City, enforceable against the City in accordance with its terms.
3. **Assignment Agreement.** Attached hereto as Exhibit C is a true and correct copy of an Assignment Agreement dated as of the date indicated therein (the "Assignment") between the City and the Issuer. The Assignment has been duly authorized, executed and delivered by the City and, upon due authorization, execution and delivery by the Issuer, is intended to constitute a valid and binding obligation of the City, enforceable against the City in accordance with its terms.
4. **Approval of Bonds and Project.** A public hearing on behalf of the Council, the City and the Issuer was held in the office of the Community Planning and Development Agency for the City and County of Denver, Colorado. At such public hearing, all interested persons were given an opportunity to express their views, both orally and in writing, on the proposed issuance of the Bonds and the location and nature of the Single Family Mortgage Loan Program. The Council has received a report of the hearing. The undersigned Mayor of the City, as the chief elected executive official of the City acting as such after such public hearing, hereby approves the Bonds and the Single Family Mortgage Loan Program, which approval is intended to comply with the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended.

IN WITNESS WHEREOF, we have hereunto set our hands this 24th day of January, 2005.

By _____
Mayor

By _____
City Clerk

EXHIBIT A

RESOLUTION NO. 5

INTRODUCED BY COUNCILLORS

SERIES OF 2005

A RESOLUTION ASSIGNING AND TRANSFERRING TO THE CITY AND COUNTY OF DENVER, COLORADO, A PORTION OF THE CITY OF WESTMINSTER'S 2004 ALLOCATION FROM THE STATE CEILING FOR PRIVATE ACTIVITY BONDS TO FINANCE RESIDENTIAL HOUSING FACILITIES FOR LOW- AND MIDDLE-INCOME PERSONS AND FAMILIES WITHIN THE CITY AND CERTAIN OTHER CITIES AND COUNTIES IN THE STATE OF COLORADO; AUTHORIZING THE DELEGATION TO THE CITY AND COUNTY OF DENVER, COLORADO OF THE AUTHORITY OF WESTMINSTER WITH RESPECT TO THE ISSUANCE OF SINGLE FAMILY HOME MORTGAGE REVENUE BONDS (THE "BONDS") TO FINANCE RESIDENTIAL HOUSING FACILITIES FOR LOW- AND MIDDLE-INCOME PERSONS AND FAMILIES WITHIN THE CITY AND CERTAIN OTHER CITIES AND COUNTIES IN THE STATE OF COLORADO; APPROVING SUCH BONDS AND THE SINGLE FAMILY MORTGAGE LOAN PROGRAM; AND AUTHORIZING THE EXECUTION AND DELIVERY OF A DELEGATION AGREEMENT, AN ASSIGNMENT AGREEMENT AND OTHER DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, the City of Westminster, Colorado (the "City"), and the City and County of Denver, Colorado (the "Issuer"), are each authorized by the County and Municipality Development Revenue Bond Act, constituting article 3 of title 29, Colorado Revised Statutes, as amended (the "Act"), to finance projects as defined in the Act, including residential housing facilities for low- and middle-income persons and families; and

WHEREAS, the City has been awarded on January 1, 2004 approximately \$4, 160,440 (the "2004 Allocation") of the bond ceiling for the State of Colorado (the "State") and its issuing authorities pursuant to the Colorado Private Activity Bond Ceiling Allocation Act, constituting Part 17 of Article 32 of Title 24, Colorado Revised Statutes, as amended (the "Allocation Act"), for use in the issuance of private activity bonds to finance projects under the Act among the issuing authorities of the State of Colorado; and

WHEREAS, the Allocation Act provides for the assignment of bond allocations between issuing authorities of the State; and

WHEREAS, the City desires to assign and transfer to the Issuer an amount equal to \$1,000,000 of the 2004 Allocation, which the City will commit and reserve for the issuance of such private activity bonds, to finance residential housing facilities for low- and middle-income persons and families within the City and other cities and counties in the State of Colorado; and

WHEREAS, it is necessary to evidence such assignment and transfer and the acceptance thereof by the execution and delivery by the City of an Assignment (the "Assignment") between the City and the Issuer in substantially the form presented at this meeting.

WHEREAS, Section 29-3-104(2) of the Act provides that a county or municipality may delegate by resolution or ordinance, as the case may be, to any other county or municipality authority to act on its behalf in the financing of projects under the Act and that any such delegation may be general or limited in scope and time and may be irrevocable for the term or terms of any financing agreement or bond issue, all as provided in such resolution or ordinance; and

WHEREAS, the Issuer proposes to issue single family home mortgage revenue bonds pursuant to the Act (the "Bonds") to finance residential housing facilities for low- and middle-income persons and families within the City and other cities and counties in the State of Colorado (the "Single Family Mortgage Loan Program"); and

WHEREAS, the City desires to delegate to the Issuer the authority of the City to finance and otherwise take action and exercise power under the Act on behalf of the City with respect to the Single Family Mortgage Loan Program within the City; and

WHEREAS, it is necessary to evidence such delegation by the execution and delivery by the City of a Delegation Agreement (the "Delegation Agreement") between the City and the Issuer in substantially the form presented at this meeting,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WESTMINSTER:

Section 1. In order to facilitate the origination of single family mortgage loans within the boundaries of the City as part of the Single Family Mortgage Loan Program, the City hereby (i) assigns and transfers to the Issuer an amount equal to \$1,000,000 of the 2004 Allocation, (ii) delegates to the Issuer the authority of the City to finance and otherwise take action and exercise power under the Act on behalf of the City with respect to the Single Family Mortgage Loan Program within the City and (iii) approves, and authorizes and directs the Mayor of the City to sign and deliver and the City Clerk to attest and deliver, the Assignment and the Delegation Agreement in substantially the forms presented at this meeting. Copies of the proposed Assignment and Delegation Agreement are on file in the office of the City Clerk and are available for inspection by the public.

Section 2. The Council hereby approves the Bonds and the Single Family Mortgage Loan Program for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended.

Section 3. The Mayor of the City is hereby authorized and directed to execute and deliver and the City Clerk is hereby authorized and directed to attest and deliver such other agreements and certificates and to take such other actions as may be necessary or convenient to carry out and give effect to the Delegation Agreement, the Assignment, and this Resolution, including any agreement or certificate approving the Bonds or the Single Family Mortgage Loan Program for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended.

Section 4. Nothing contained in this Resolution, the Assignment, or the Delegation Agreement shall constitute a debt, indebtedness or multiple-fiscal year direct or indirect debt or other financial obligation of the City within the meaning of the Constitution or statutes of the State of Colorado or the home rule charter of any political subdivision thereof, nor give rise to a pecuniary liability of the City or a charge against its general credit or taxing powers.

Section 5. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 6. This Resolution shall be in full force and effect upon its passage and approval.

PASSED AND ADOPTED BY THE CITY COUNCIL THIS 24TH DAY OF JANUARY, 2005.

ATTEST:

[SEAL]

By _____
Mayor

By _____
City Clerk

EXHIBIT B
DELEGATION AGREEMENT

THIS DELEGATION AGREEMENT (this “Delegation Agreement”) is between the CITY OF WESTMINSTER, COLORADO, a home rule city and municipal corporation of the State of Colorado (the “City”), and the CITY AND COUNTY OF DENVER, COLORADO, a home rule city, a municipal corporation and a political subdivision of the State of Colorado (the “Issuer”).

R E C I T A L S:

WHEREAS, the City and the Issuer are each authorized by the County and Municipality Development Revenue Bond Act, constituting article 3 of title 29, Colorado Revised Statutes, as amended (the “Act”), to finance projects as defined in the Act, including residential housing facilities for low- and middle-income persons and families; and

WHEREAS, Section 29-3-104(2) of the Act provides that a county or municipality may delegate by resolution or ordinance, as the case may be, to any other county or municipality authority to act on its behalf in the financing of projects under the Act and that any such delegation may be general or limited in scope and time and may be irrevocable for the term or terms of any financing agreement or bond issue, all as provided in such resolution or ordinance; and

WHEREAS, pursuant to an Assignment Agreement dated the date hereof (the “Assignment”), the City is assigning and transferring to the Issuer \$1,000,000 of the City’s 2004 bond ceiling for the State of Colorado and its issuing authorities computed under Section 146(d) of the Internal Revenue Code of 1986, as amended, under the Colorado Private Activity Bond Ceiling Allocation Act, constituting Part 17 of Article 32 of Title 24, Colorado Revised Statutes, as amended, for use in the issuance of private activity bonds; and

WHEREAS, the Issuer proposes to issue single family home mortgage revenue bonds pursuant to the Act (the “Bonds”) to finance residential housing facilities for low- and middle-income persons and families within the City and other cities and counties in the State of Colorado (the “Single Family Mortgage Loan Program”); and

WHEREAS, the City desires to delegate to the Issuer the authority of the City to finance and otherwise take action and exercise power under the Act on behalf of the City with respect to the Single Family Mortgage Loan Program within the City.

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, the City and the Issuer hereby agree as follows:

Section 1. The City hereby delegates to the Issuer the authority of the City to finance and otherwise take action and exercise power under the Act on behalf of the City with respect to the Single Family Mortgage Loan Program within the City.

Section 2. The Issuer hereby accepts the delegation of authority from the City pursuant to Section 1 hereof and agrees to abide by each of the terms and conditions of this Delegation Agreement in connection with the use of such delegation. The Issuer agrees to make available to the City no less than \$1,000,000 of the proceeds of the Bonds for the origination of home mortgages within the City’s boundaries.

IN WITNESS WHEREOF, the City and the Issuer have caused this Delegation Agreement to be executed to be effective as of January __, 2005.

[SEAL]

CITY OF WESTMINSTER, COLORADO

By _____
Mayor

Attest:

By _____
City Clerk

[SEAL]

CITY AND COUNTY OF DENVER, COLORADO, as Issuer

By _____
Mayor

Attest:

By _____
Clerk and Recorder

Approved as to form:

By _____
City Attorney

Countersigned:

By _____
Auditor

EXHIBIT C

ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Assignment") dated the ____ day of January , 2005, is between the CITY OF WESTMINSTER, COLORADO, a home rule city and municipal corporation of the State of Colorado (the "Assignor") and the CITY AND COUNTY OF DENVER, COLORADO, a home rule city, a municipal corporation and a political subdivision of the State of Colorado (the "Assignee").

RECITALS

WHEREAS, the Assignor has been awarded approximately \$4,160,440 (the "2004 Allocation") of the bond ceiling for the State of Colorado and its issuing authorities (the "State Ceiling") computed under Section 146(d) of the Internal Revenue Code of 1986, as amended (the "Code"), under the Colorado Private Activity Bond Ceiling Allocation Act, constituting Part 17 of Article 32 of Title 24, Colorado Revised Statutes, as amended (the "Allocation Act"), for use in the issuance of private activity bonds; and

WHEREAS, subject to the terms and conditions set forth herein, the Assignor desires to assign and transfer to the Assignee, and the Assignee desires to accept, a portion of the Assignor's 2004 Allocation in an amount equal to \$1,000,000, which the Assignor agrees to commit and reserve for the issuance of such private activity bonds; and

WHEREAS, the private activity bonds will be issued by the Assignee pursuant to the County and Municipality Development Revenue Bond Act, constituting Article 3 of Title 29, Colorado Revised Statutes, as amended (the "Act"), and such bonds will be used for a purpose which qualifies as a "project" as described in the Act.

ASSIGNMENT

In exchange for the agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. In accordance with action taken by the governing body of the Assignor on January 24, 2005, the Assignor hereby assigns and transfers to the Assignee, a portion of the Assignor's 2004 Allocation from the State Ceiling for private activity bonds in an amount equal to \$1,000,000 (the "Assigned Amount"). In addition, the Assignor hereby consents to the election by the Assignee, if the Assignee in its discretion so decides, to treat the Assigned Amount as an allocation for a project with a carryforward purpose and/or to make a mortgage credit certification election, thus avoiding reversion of the Assigned Amount to the statewide balance under the Allocation Act.

2. The Assignor represents that it has received no monetary consideration for the assignment set forth above.

3. The Assignee hereby:

(a) Accepts the assignment of a portion of the Assignor's 2004 Allocation from the State Ceiling described above;

(b) Agrees to make available to the Assignor no less than \$1,000,000 of the proceeds of certain single family home mortgage revenue bonds to be issued by the Assignor for the origination of home mortgages within the Assignor's boundaries; and

(c) Agrees to abide by each of the terms and conditions of this Assignment in connection with the use of a portion of the Assignor's 2004 Allocation.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this instrument to be executed to be effective as of the date and year first written above.

[SEAL]

CITY OF WESTMINSTER, COLORADO

By _____
Mayor

Attest:

By _____
City Clerk

[SEAL]

THE CITY AND COUNTY OF DENVER,
COLORADO, as Issuer

By _____
Mayor

Attest:

By _____
Clerk and Recorder

Approved as to form:

By _____
City Attorney

Countersigned:

By _____
Auditor

_____, 2005

City and County of Denver, Colorado
1437 Bannock Street
Denver, Colorado 80202

Ladies and Gentlemen:

We have acted as counsel for the City of Westminster, Colorado (the "City") in connection with the assignment by the City to the City and County of Denver, Colorado (the "Issuer") of a portion of the City's allocation of the ceiling on private activity bonds which may be issued in the State of Colorado (the "State") during 2004 (the "2004 Allocation"), under Part 17 of Article 32 of Title 24, Colorado Revised Statutes, as amended (the "Allocation Act"), and the delegation by the City to the Issuer of authority to act on the City's behalf in the financing of residential housing facilities for low- and middle-income persons and families within the City under Article 3 of Title 29, Colorado Revised Statutes, as amended (the "Act"). This assignment and delegation is being effected pursuant to Resolution No. 5, adopted by the City Council of the City on January 24, 2005 (the "Resolution"), an Assignment Agreement dated January __ 2005 (the "Assignment"), by and between the City and the Issuer, and a Delegation Agreement dated January __, 2005 (the "Delegation Agreement") by and between the City and the Issuer.

We have examined, among other things, a copy of the Resolution, the Assignment and the Delegation Agreement. We have also examined the Constitution of the State and such statutes and regulations as we have deemed appropriate, including, without limitation, certificates of public officials and of officers and representatives of the City, and such other documents as we have deemed necessary as a basis for the opinions hereinafter expressed. In the course of such examinations, we have assumed the genuineness of all signatures and the authenticity of all documents submitted to us as copies.

Based upon the foregoing, under existing laws, regulations, rulings and judicial decisions, it is our opinion that:

1. The City is a home rule city and municipal corporation of the State duly organized and validly existing under the Constitution and the laws of the State.
2. The City has full legal right, power and authority: (a) to adopt the Resolution; (b) to execute and deliver the Assignment and the Delegation Agreement; and (c) to perform its obligations under the Resolution, the Assignment and the Delegation Agreement.
3. The adoption or the execution and delivery of the Resolution, the Assignment and the Delegation Agreement by the City and the performance of the City's obligations thereunder have been duly authorized by the City, and each have been duly adopted or executed and delivered by the City.
4. The adoption of the Resolution and the execution and delivery of the Assignment and the Delegation Agreement and compliance with the terms, conditions and provisions of each thereof will not conflict with or result in a breach or violation of any of the terms, conditions or provisions of any agreement or instrument to which the City is now a part of or by which it is bound, or constitute a default thereunder.
5. With respect to the portion of the 2004 Allocation being assigned to the Issuer pursuant to the Resolution and the Assignment, the City has not: (a) issued private activity bonds, (b) assigned the allocation to another "issuing authority" as such term is defined in the Allocation Act; (c) made a mortgage credit certificate election; or (d) treated the allocation as an allocation for a project with a carryforward purpose.
6. No approval, permit, consent or authorization applicable to the City and not already obtained by the City of any government or public agency, authority or person is required in connection with the adoption of, the execution and delivery by the City of, and the performance by the City of its obligations under, the Resolution, the Assignment or the Delegation Agreement.

This opinion may be relied upon by the Issuer's Bond Counsel in rendering its opinion in connection with the issuance by the Issuer of revenue bonds.

The scope of our engagement as counsel to the City was limited to rendering the opinions set forth above. This opinion speaks only as of its date and is limited to the laws, regulations, rulings and judicial decisions in effect on such date.

Sincerely,

City Attorney



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
January 24, 2005



SUBJECT: Resolution No. 7 re Sponsoring Hyland Hills for an Adams County Open Space Grant Application

Prepared By: Julie M. Meenan Eck, Landscape Architect II

Recommended City Council Action

Adopt Resolution No. 7 sponsoring Hyland Hills Park and Recreation District for an Adams County Open Space grant application.

Summary Statement

- Adams County Open Space provides grant money in Adams County to assist municipalities, recreation districts and private non-profit entities with recreational capital improvements and open space purchases.
- In order for recreation districts to qualify, they must seek sponsorship of their application from the entity in which the project is located.
- Westfield Village is a joint project between Hyland Hills and the City of Westminster.
- A resolution from City Council indicating sponsorship for the Hyland Hills Park and Recreation District's Adams County Open Space grant application is requested by Hyland Hills to apply for additional funds needed to construct all of Westfield Village Park.
- The City already has budgeted \$1,300,000 for construction of the new community park, which Hyland Hills can use toward their grant match.
- Hyland Hills plans to contribute \$900,000 from the 2002 General Obligation Bond toward the park construction.
- Hyland Hills' grant request will be for \$600,000 or 27 percent of the project budget.
- Sponsoring a grant on behalf of Hyland Hills does not affect the ability of the sponsoring entities to submit their own grants.

Expenditure Required: \$ 0

Source of Funds: N/A

Policy Issue

Does City Council support the Hyland Hills grant application to secure additional funding for the construction of Westfield Village Park?

Alternative

Council could choose not to sponsor the grant application for Hyland Hills. However, these funds are necessary to complete all bid alternates of the Westfield Village master plan.

Background Information

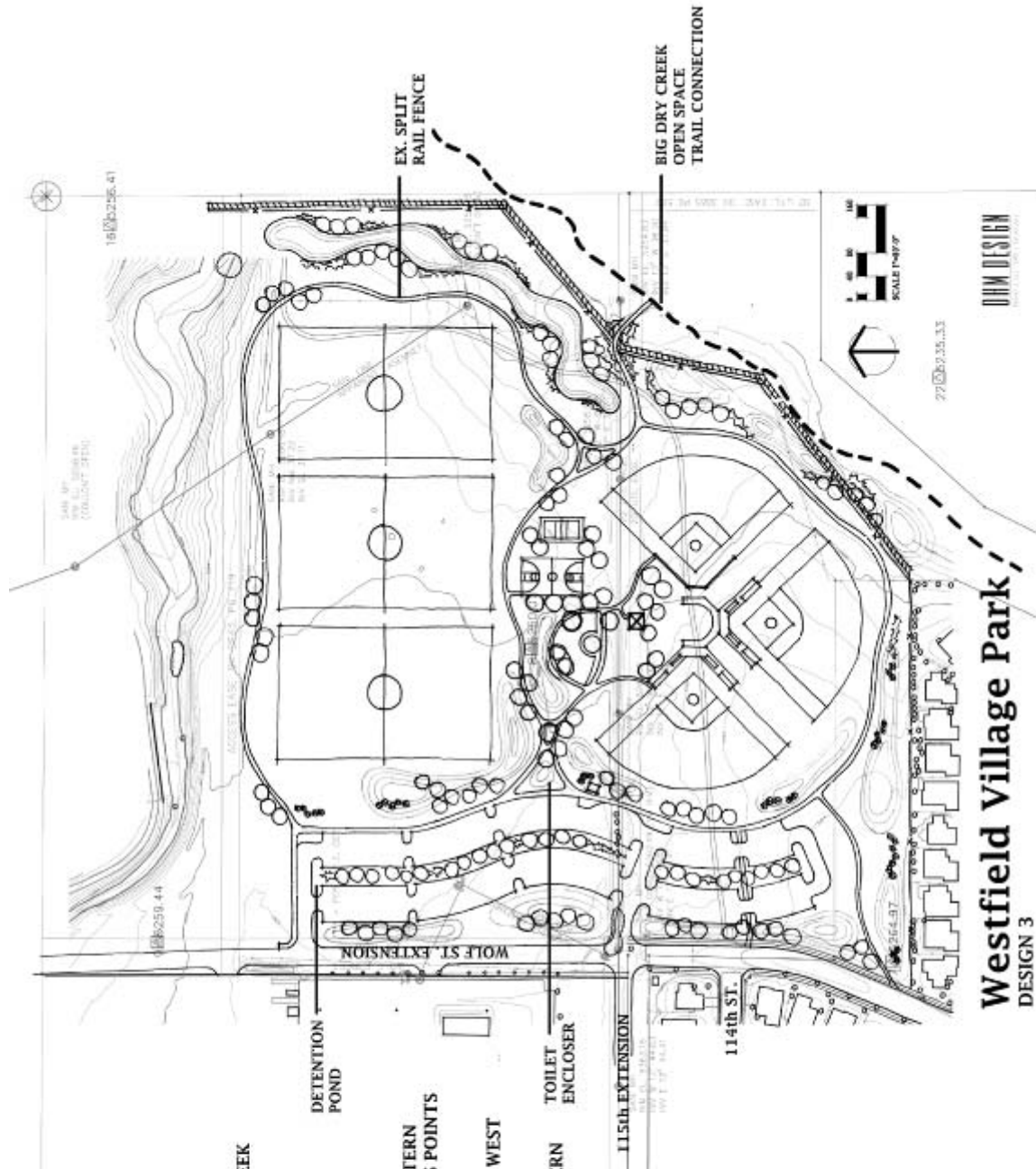
Professional landscape architectural services were obtained to develop a master plan for a 25-acre park, Westfield Village, at 115th Avenue and Wolff Street. The master plan features a shelter, play area, tennis court, three soccer fields, three little league fields, restroom enclosures, trails, and a self-contained parking lot. The sports park was designed to serve as a community park with athletic fields, as well as, serving the surrounding neighborhoods and will be warm and inviting, while accommodating a diverse array of users and uses. Hyland Hills Park and Recreation District and the City will schedule the use of the little league fields and the City will run its 330 soccer teams out of City Park and the Westfield Village Park. City Council adopted the Westfield Village Park Master Plan on December 6, 2004. Additional funds will be needed to construct the entire master plan as adopted.

Hyland Hills is contributing \$900,000 to the City's \$1,300,000 and requesting a 27 percent match from Adams County Open Space in the amount of \$600,000. The \$2,800,000 will allow more bid alternates of the master plan to be constructed and will possibly include the construction of a tennis court, soccer field, little league field and additional parking to support these uses. Staff will also ask City Council to apply for a Great Outdoors Colorado Grant (GOCO) in addition to Hyland Hills' Adams County Open Space Grant application at a later date.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments



PROGRAM ELEMENTS

- 3 CHAMPION SOCCER FIELDS
- 3 LITTLE LEAGUE FIELDS
- PICNIC SHELTER
- AGE SEPERATED PLAYGROUNDS (TODDLER & SCHOOL AGE)
- TRAILS
- TRAIL CONNECTION TO BIG DRY CREEK
- IN-LINE HOCKEY

CHARACTER ELEMENTS

- PARKING LOT LOCATED ALONG WESTERN EDGE WITH TWO VEHICULAR ACCESS POINTS
- 288 SPACES
- CORE AREA IS CENTRALLY LOCATED
- DETENTION POND LOCATED NORTH WEST CORNER
- ALTERED EX. FENCE LINE
- VEGETATIVE BERMING ALONG EASTERN EDGE

Westfield Village Park
DESIGN 3

RESOLUTION

RESOLUTION NO. **7**

INTRODUCED BY COUNCILLORS

SERIES OF 2005

SPONSORSHIP OF HYLAND HILLS PARK AND RECREATION DISTRICT FOR APPLICATION TO ADAMS COUNTY OPEN SPACE PROGRAM

WHEREAS, Adams County has established an Open Space grant application process to assist with development of passive and active use projects for eligible jurisdictions within Adams County, Colorado; and

WHEREAS, the County will accept applications from park and recreation districts and private non-profit groups located within the county provided that the entity in which the project is located will sponsor the application; and

WHEREAS, the City of Westminster is the sponsoring entity for the application by Hyland Hills Park and Recreation District to secure additional funds for Westfield Village Park; and

WHEREAS, matching grant funding from the Adams County Open Space Program would assist in the complete construction of the above project for the benefit and enjoyment of those residences of Hyland Hills Park and Recreation District, Adams County, and the City of Westminster.

NOW, THEREFORE, the Westminster City Council hereby resolves that City of Westminster will sponsor the grant application to the Adams County Open Space Program, from Hyland Hills Park and Recreation District, requesting funds for the construction of Westfield Village Park, located at 115th Avenue and Wolff Street in the City of Westminster, Adams County.

Passed and adopted this 24th day of January 2005.

Attest:

Mayor

City Clerk

Summary of Proceedings

Summary of proceedings of the regular City of Westminster City Council meeting of Monday, January 24, 2005. Mayor McNally, Councillors Davia, Dittman, Dixon, Hicks, Kauffman, and Price were present at roll call.

The minutes of the January 10, 2005 meeting were approved.

Council approved the following: December 2004 – Financial Report, 2005 Concrete Replacement Project Bids, 2005 Pavement Rehabilitation Project Bid, 2005 Capital Improvement Technical Staff Support Services, Purchase of Water Treatment Chemicals, Dell Computer Purchases, US 36 and Federal Median Landscape Contract Award, Grant Application to Adams County Open Space Program for the Doulos Open Space Acquisition, and the Automatic Assistance Agreement for Technical Rescue Response and Equipment Transfer.

The following public hearings were held: Public Hearing re Designation of Charles and Julia Semper Farm at the northwest corner of West 92nd Avenue and Pierce Street, as a Local Historic Landmark and Public Hearing re McGuire Open Space Property 3.6 acres west of Pecos Ave and south of 128th Ave.

The following Councillor's Bills were passed on first reading:

A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY IN A PARCEL OF LAND LOCATED IN SECTION 33, TOWNSHIP 1 SOUTH, RANGE 68 WEST, 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO. Purpose: Annexation of the McGuire Open Space Property

A BILL FOR AN ORDINANCE AMENDING THE WESTMINSTER COMPREHENSIVE LAND USE PLAN. Purpose: CLUP Amendment of the McGuire Open Space Property

A BILL FOR AN ORDINANCE AMENDING THE ZONING LAW AND ESTABLISHING THE ZONING CLASSIFICATION OF CERTAIN DESCRIBED PROPERTY IN A PARCEL OF LAND LOCATED IN SECTION 33, TOWNSHIP 1 SOUTH, RANGE 68 WEST, 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO. Purpose: Zoning for the McGuire Open Space Property

A BILL FOR AN ORDINANCE AMENDING THE WESTMINSTER MUNICIPAL CODE CONCERNING CRIMINAL TAMPERING. Purpose: Amendment of the Criminal Tampering Municipal Code

A BILL FOR AN ORDINANCE AMENDING TITLE III OF THE WESTMINSTER MUNICIPAL CODE CONCERNING THE POLICE DEPARTMENT. Purpose: Municipal Code Amendments Changing Title, Enforcement Authority, and Establishing Liquor Investigations Officer

A BILL FOR AN ORDINANCE AMENDING THE 2005 BUDGET OF THE GENERAL FUND AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2005 ESTIMATED REVENUES IN THE FUND. Purpose: 2005 Computer Replacement and Acquisition Program

A BILL FOR AN ORDINANCE AMENDING THE 2005 BUDGET OF THE GENERAL FUND AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2005 ESTIMATED REVENUES IN THE FUND. Purpose: Lease/Purchase for Mobile Computers for Police and Fire

The following Councillor's Bill was adopted on second reading:

A BILL FOR AN ORDINANCE AUTHORIZING AN AMENDMENT AND RESTATEMENT OF THE BUSINESS ASSISTANCE AGREEMENT BETWEEN THE CITY OF WESTMINSTER AND CHURCH RANCH HOTEL I LLC AND CHURCH RANCH HOTEL COMPANY II LLC FOR THE COOPERATIVE DEVELOPMENT AND CONSTRUCTION OF A HOTEL AND A SUITES HOTEL

The following Resolutions were adopted:

Resolution No. 3 re Designation of Semper Farm as a Local Historic Landmark

Resolution No. 4 re Annexation Finding re McGuire Property

Resolution No. 5 re 2004 PAB Assignment to Metro Mayors Caucus

Resolution No. 6 re 2004 PAB Assignment to WEDA

Resolution No. 7 re Hyland Hills Application for Adams County Open Space Program

At 7:45 p.m. the meeting was adjourned

By order of the Westminster City Council

Michele Kelley, CMC, City Clerk

Published in the Westminster Window on February 3, 2005

ORDINANCE NO. **3187**
SERIES OF 2005

COUNCILLOR'S BILL NO. 1
INTRODUCED BY COUNCILLORS
Dittman - Dixon

A BILL

FOR AN ORDINANCE AUTHORIZING AN AMENDMENT AND RESTATEMENT OF THE BUSINESS ASSISTANCE AGREEMENT BETWEEN THE CITY OF WESTMINSTER AND CHURCH RANCH HOTEL I LLC AND CHURCH RANCH HOTEL COMPANY II LLC FOR THE COOPERATIVE DEVELOPMENT AND CONSTRUCTION OF A HOTEL AND A SUITES HOTEL

WHEREAS, the successful attraction of high quality development to the City of Westminster provides employment opportunities and increased revenue for citizen services and is therefore an important public purpose; and

WHEREAS, it is important for the City of Westminster to remain competitive with other local governments in creating incentives for high quality development to locate in the City; and

WHEREAS, the Church Ranch Hotel Company II (CRHC II) has constructed a Marriott Spring Hill Suites Hotel at Church Ranch; and

WHEREAS, Church Ranch Hotel Company I (CRHC) would build a 240 room first class hotel, expanding to 350 rooms, with an approximately 10,000 square foot conference center in Church Ranch Corporate Center ("Hotel"); and

WHEREAS, a proposed Amendment Agreement between the City and CRHC and CRHC II is attached.

NOW, THEREFORE, pursuant to the terms of the Constitution of the State of Colorado, the Charter and ordinances of the City of Westminster, and Resolution No.53, Series of 1988, the members of the City Council of the City of Westminster direct and authorize the following actions by the City Staff:

Section 1. The City Manager of the City of Westminster is hereby authorized to enter into the Amendment Agreement between the City of Westminster and Church Ranch Hotel Company I LLC and Church Ranch Hotel Company II LLC, in substantially the same form as the one attached as Exhibit "A," and upon execution of the amended Agreement to fund and implement said Agreement.

Section 2. This ordinance shall take effect upon its passage after second reading.

Section 3. This ordinance shall be published in full within ten days after its enactment.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 10th day of January, 2005. PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 24th day of January, 2005.