



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 (Section 7) and Citizen Presentations (Section 12) are reserved for comments on any issues or items pertaining to City business except those for which a formal public hearing is scheduled under Section 10 when the Mayor will call for public testimony. Please limit comments to no more than 5 minutes duration except when addressing the City Council during Section 12 of the 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
 - A. Recognition of the Appearances Hair Color & Design Studio
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 Council member wishes to remove an item for separate discussion. Items removed from the consent agenda will be considered immediately following adoption of the amended Consent Agenda.

8. Consent Agenda
 - A. Financial Report for December 2008
 - B. Purchase of Library Materials
 - C. 2009 Asphalt Pavement Crackseal Project Contract
 - D. 2008 Pavement Rehabilitation Project - Change Order No. 2
 - E. Quarterly Insurance Claim Report: October - December 2008
 - F. Contract Plan Review Services for 2009
 - G. Legal Services Agreement with Carlson Hammond & Paddock, LLC
 - H. Lowell Boulevard Corridor Enhancement - Engineering Design Services
9. Appointments and Resignations
 - A. Resolution No. 1 re Reappointments to Boards and Commissions
10. Public Hearings and Other New Business
 - A. Resolution No. 2 re Spring 2009 Adams County Open Space Grant Application
 - B. Resolution No. 3 re IGA with State re Historic Preservation Grant for Shoenberg Farm Dairy Barn Rehabilitation
 - C. Councillor's Bill No. 1 re Shoenberg Farm Dairy Barn Rehabilitation Grant Supplemental Appropriation
11. Old Business and Passage of Ordinances on Second Reading
12. Citizen Presentations (longer than 5 minutes), Miscellaneous Business, and Executive Session
 - A. City Council
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 12, 2009 AT 7:00 P.M.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

Mayor Nancy McNally, Mayor Pro Tem Chris Dittman, and Councillors Bob Briggs, Mark Kaiser, Mary Lindsey, Scott Major, and Faith Winter were present at roll call. J. Brent McFall, City Manager, Martin McCullough, City Attorney, and Linda Yeager, City Clerk, also were present.

CONSIDERATION OF MINUTES

Councillor Kaiser moved, seconded by Councillor Major, to approve the minutes of the regular meeting of December 22, 2008, as distributed. The motion passed unanimously.

CITY MANAGER'S REPORT

Mr. McFall announced that City offices would be closed on Monday, January 19, in observance of Martin Luther King Day, and there would be no City Council study session that evening. A post-meeting of Council would convene immediately following this meeting where one item would be discussed. The public was welcome to attend.

CITY COUNCIL COMMENTS

Councillor Briggs reported having registered to participate in Silver Sneakers at the MAC and how very helpful staff had been to make certain he registered in the classes he wanted.

Councillor Winter reminded everyone there would be an opportunity to meet with the Mayor and Council the following evening at Forza Coffee. Coffee and pastries would be served, and residents were invited and encouraged to attend.

Mayor McNally announced a public meeting to gather input on the Metzger Farm Plan would be held February 5 from 5:30 – 7 p.m. at the Cross of Christ Church directly across the street from the farm. She invited the public to attend.

CONSENT AGENDA

The following items were submitted for Council's consideration on the consent agenda: designate the bulletin board in the lobby of City Hall and the City of Westminster website as the locations for posting public notices of official meetings of the City Council, the Westminster Housing Authority, the Westminster Economic Development Authority, Special and General Improvement Districts, and Boards and Commissions pursuant to §24-6-402 (2)(c) C.R.S. of the Colorado Open Meetings Act; upon recommendation of the City Manager, City Council found that the public interest would best be served by authorizing a negotiated purchase from the sole source provider, National Meter & Automation, Inc., for new water meter replacement transponders, and chambers and disc assembly purchases, in the amount of \$146,382 and authorize a contingency of \$13,618; authorize payment of \$59,307 for the City's 2009 Colorado Municipal League dues; based on the City Manager's report, find that the public interest would be best served by accepting the bid of Spectrum General Contractor, authorize the City Manager to award and execute a \$72,752 contract with that firm for the façade restoration of the Rodeo Super Market, and authorize a construction contingency of 10% in the amount of \$7,275, subject to final budget approval by the grant agency, the State Historical Fund; based on the City Manager's recommendation, find that the public interest would best be served by authorizing the purchase of a water quality analytical device from Fluid Imaging Technologies, Inc. in the amount of \$82,531 and authorize the transfer of \$55,000 from the Semper Water Treatment Facility Filter 1-14 Media Replacement capital project and of \$27,531

from the Semper Water Treatment Facility Filter 1-6 Effluent Valve Replacement capital project to the Utility Fund-Water Treatment Plant operating budget to fund the water quality analytical device; authorize the City Manager to execute a final change order to the contract with Goodland Construction, Inc. for the Huron Street/124th Avenue Intersection Improvements in the amount of \$38,454; final passage of Councillor’s Bill No. 53 amending the Comprehensive Land Use Plan for the Turnpike Motel properties changing the designation of Lot 43 of the Federalview Subdivision from R-3.5 to Retail Commercial and Lot 44 of the Federalview Subdivision from R-18 to Retail Commercial; final passage of Councillor’s Bill No. 54 amending the zoning of Lots 43 and 44 of the Federalview Subdivision from R-4 and amending the zoning of Lot 1 Block 1 of the Turnpike Motel Final Plat from C-1 to Planned Unit Development; and final passage of Councillor’s Bill No. 55 appropriating funds received from the State Historical Fund in the amount of \$501,125 for the City’s partial acquisition of Shoenberg Farm.

Mayor McNally asked if Councillors wished to remove any items from the consent agenda for discussion purposes or separate vote. None did, and it was moved by Councillor Major, seconded by Councillor Lindsey, to approve the consent agenda as presented. The motion passed unanimously.

ROCKY FLATS STEWARDSHIP COUNCIL APPOINTMENTS

It was moved by Councillor Major, seconded by Councillor Lindsey, to reappoint Councillor Bob Briggs as the City’s representative to the Rocky Flats Stewardship Council Board of Directors and to reappoint Special Projects Coordinator Ron Hellbusch as the alternate representative. The motion passed unanimously.

ADJOURNMENT

There being no further business to come before the City Council, the Mayor adjourned the meeting at 7:06 p.m.

ATTEST:

Mayor

City Clerk



Agenda Item 6 A

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
January 26, 2009



SUBJECT: Recognition of the Appearances Hair Color & Design Studio

Prepared By: Becky Chandler, Economic Development Specialist

Recommended City Council Action

Recognize the Appearances Hair Color & Design Studio and owners, James & Sondra Thrasher, for their recent recognition as one of the 200 fastest-growing salons in North America by *Salon Today* Magazine.

Summary Statement

- Appearances Hair Color & Design Studio was opened in 2003 by Jim and Sondra Thrasher.
- The store is a full service hair salon, specializing in color & cuts.
- The salon was voted as one of the fastest-growing in the nation and was featured on the cover of *Salon Today* magazine.
- The 200 fastest-growing salons in the North America were selected from applications submitted by *Salon Today* readers, who represent the 25,000 top-producing, fastest growing salons in the country. The magazine honored the applicants who posted the highest increases in gross sales between 2006 and 2007.
- The City desires to recognize Appearances Hair Color & Design Studio for this important honor.

Expenditure Required: \$ 0

Source of Funds: N/A

SUBJECT:

Recognition of the Appearances Hair Color & Design Studio

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Policy Issue

None identified

Alternative

None identified

Background Information

The Appearances Hair Color & Design Studio is located at 11961 Bradburn Boulevard, just off 120th Avenue between Lowell Boulevard and Sheridan Boulevard. The store is a full service hair salon specializing in color and cuts. Jim and Sondra Thrasher are the owners of the salon.

The recent honor of being voted one of the 200 fastest-growing salons in North America will assist the owners in growing their business. The owners hope to eventually open additional salons in the area.

Jim and Sondra Thrasher are being recognized by Council for achieving this recognition.

Respectfully submitted,

J. Brent McFall
City Manager



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
January 26, 2009



SUBJECT: Financial Report for December 2008
Prepared By: Tammy Hitchens, Finance Director

Recommended City Council Action

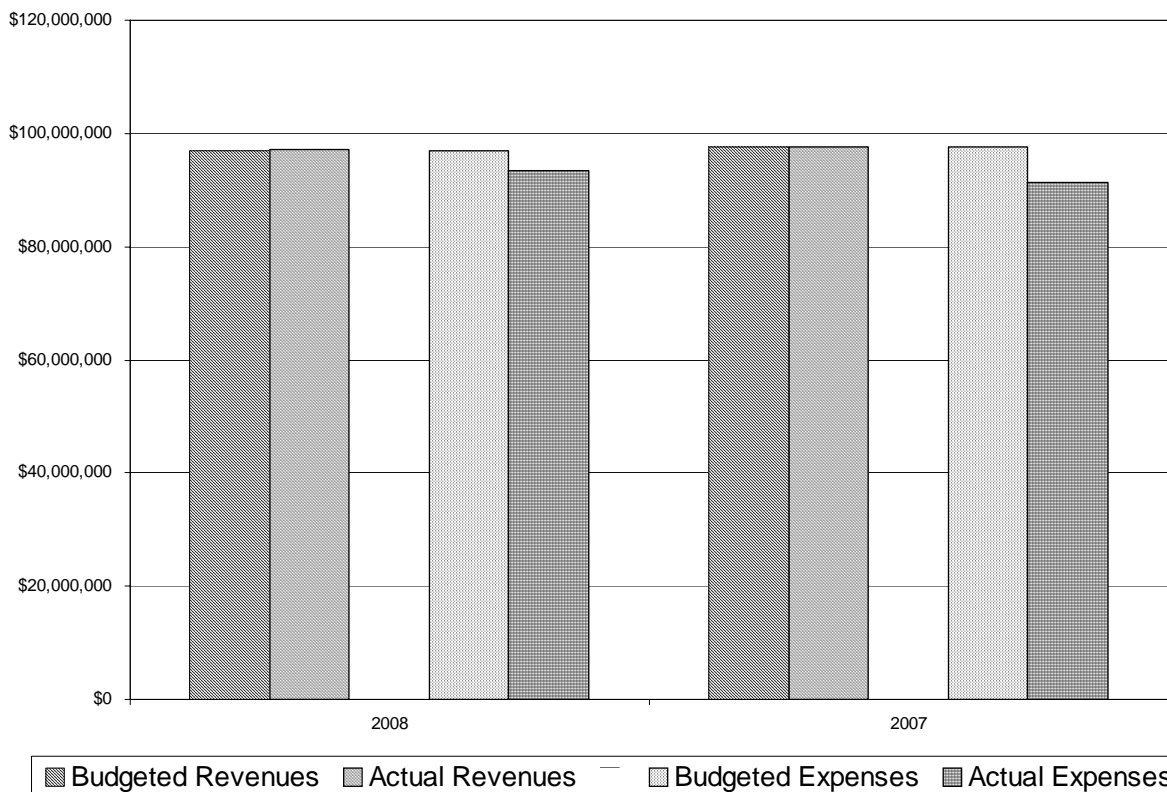
Accept the Financial Report for December as presented.

Summary Statement

City Council is requested to review and accept the attached monthly financial statement. The Shopping Center Report is also attached. The budget numbers that are presented reflect the City’s adopted budget. This statement reflects December month end figures. There are several modifications based on year end accruals, both revenue and expense that will be made and will be part of the December year end figures that will be presented to Council in June, after the audit is complete. Some of the more significant accruals include revenue earned in 2008 but not received until 2009, in particular intergovernmental revenue, and all expenses incurred in 2008 but paid in 2009. Revenues also include carryover where applicable.

The General Fund revenues and carryover exceed expenditures by \$3,834,941. The following graph represents Budget vs. Actual for 2007 – 2008.

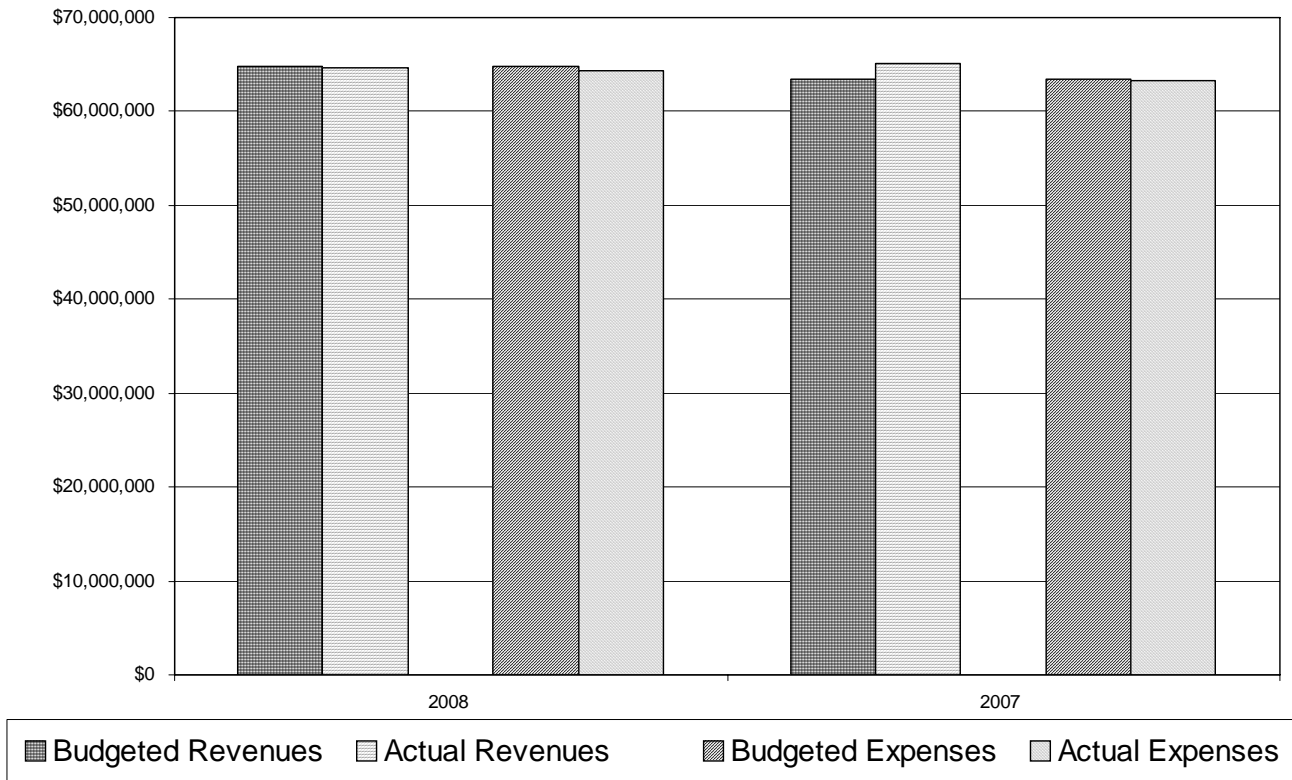
**General Fund
Budget vs Actual**



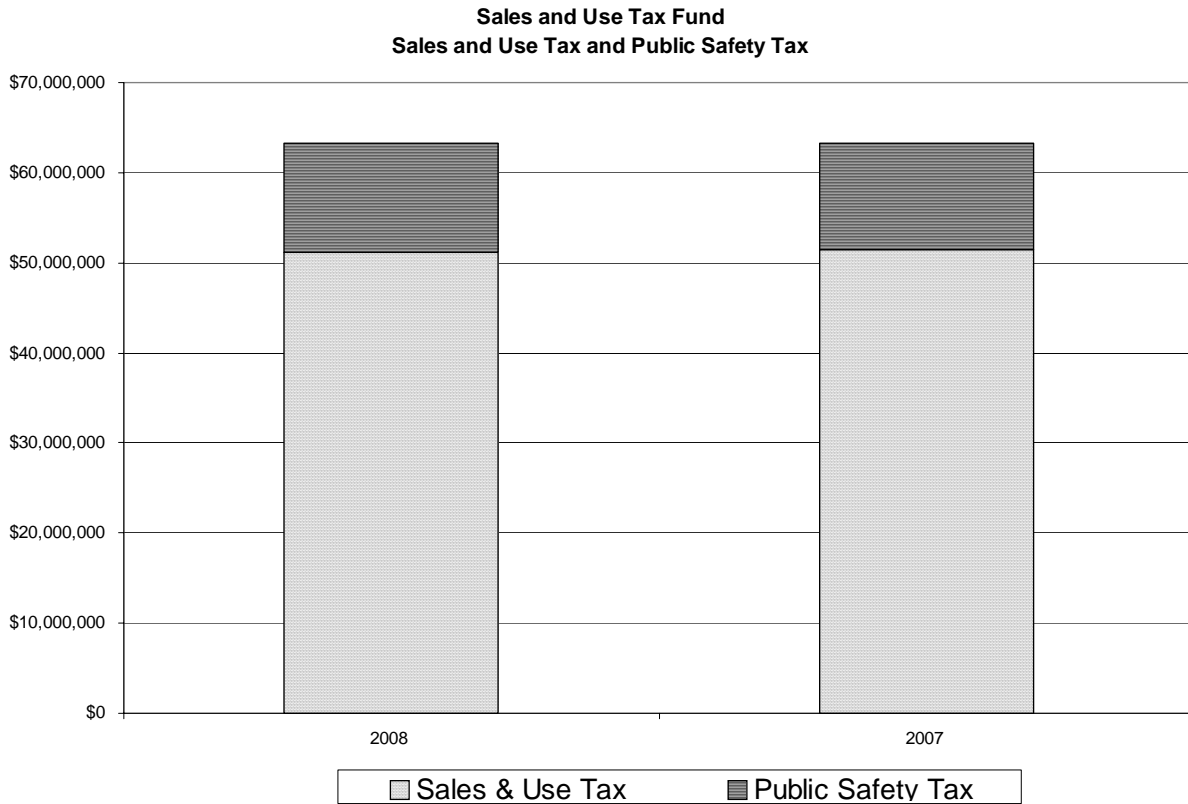
The Sales and Use Tax Fund revenues and carryover exceed expenditures by \$275,388.

- On a year-to-date cash basis, sales & use tax returns are up 2% over 2007.
- On a year-to-date basis, across the top 25 shopping centers, total sales & use tax receipts are up 4.7% from the prior year. This includes Urban Renewal Area money that is not available for General Fund use. Without Urban Renewal money, total sales and use tax receipts are up 0.2%.
- The top 50 Sales Taxpayers, who represent about 62% of all collections, were down 0.2% after adjusting for Urban Renewal Area money that is not available for General Fund use.
- The Westminster Mall is down 22% on a year-to-date basis.
- Building Use Tax is down 27.1% year-to-date from 2007.
- Auto Use Tax is down 14% year-to-date from 2007.
- The year end Sales and Use Tax collections have been negatively impacted by the economic recession. Staff will be providing City Council with additional information on this trend in the near future.

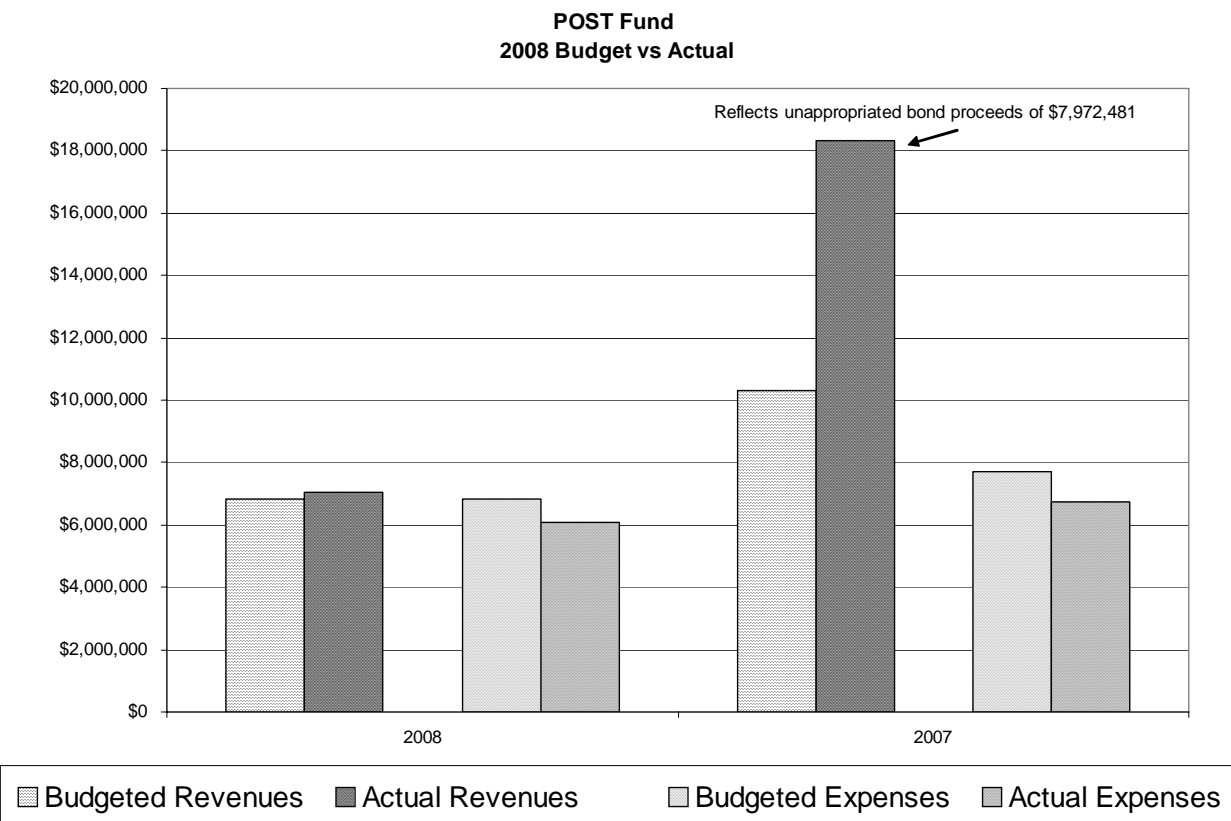
**Sales & Use Tax Fund
Budget vs Actual**



The graph below reflects the contribution of the Public Safety Tax to the overall Sales and Use Tax revenue.

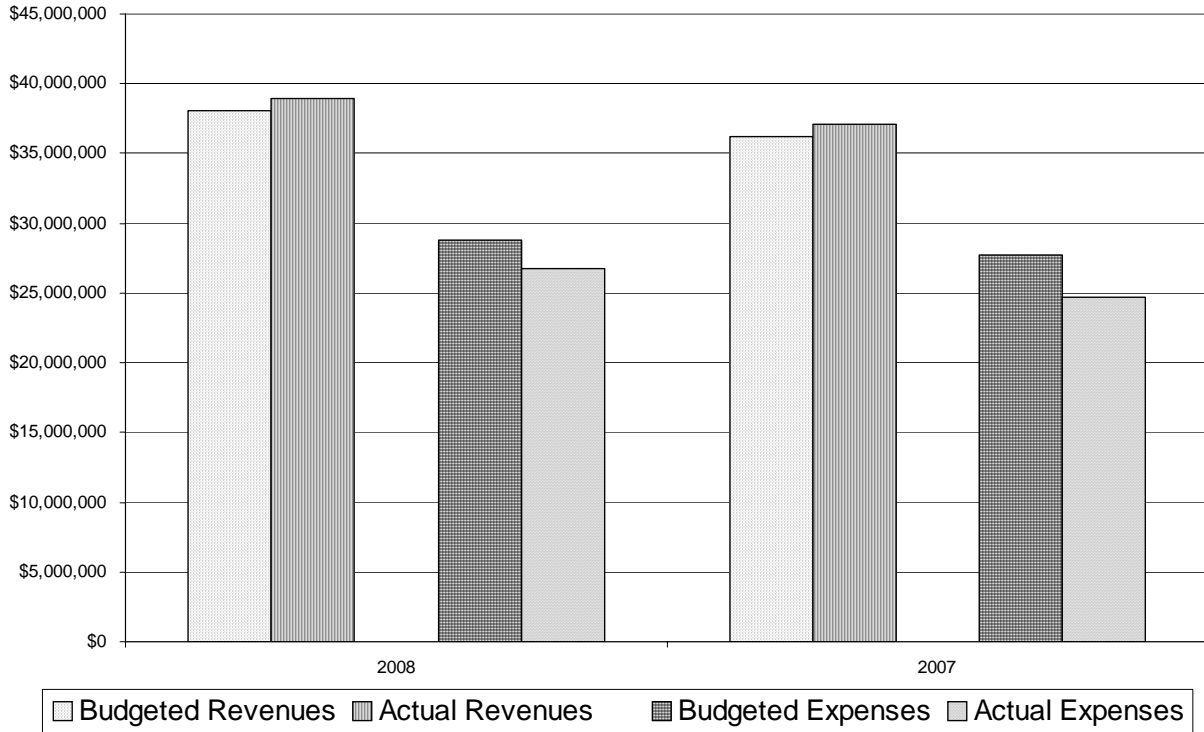


The Parks Open Space and Trails Fund revenues exceed expenditures by \$956,230. Interest earnings reflect interest on the 2007 POST bond proceeds.



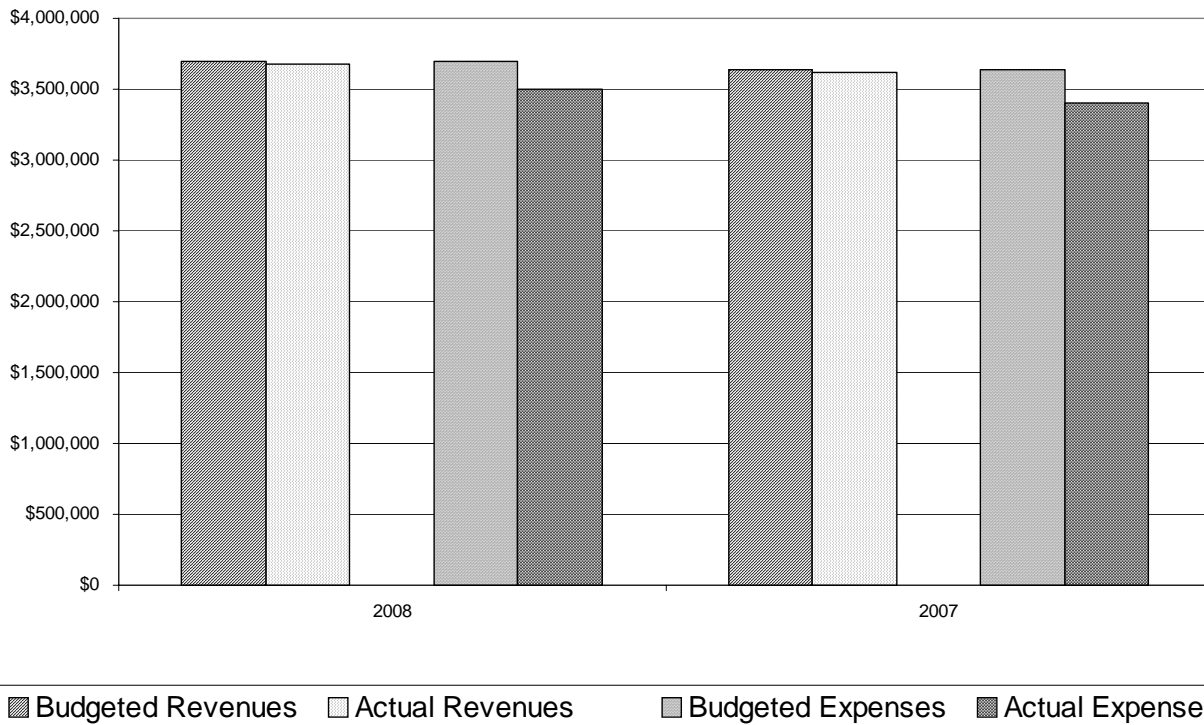
The combined Water & Wastewater Fund revenues and carryover exceed expenses by \$28,089,443. \$25,298,993 is budgeted for capital projects and reserves.

**Combined Water and Wastewater Funds
2008 Operating Budget vs Actual**



The combined Golf Course Fund revenues exceed expenditures by \$176,779.

**Golf Course Enterprise
Budget vs Actual**



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

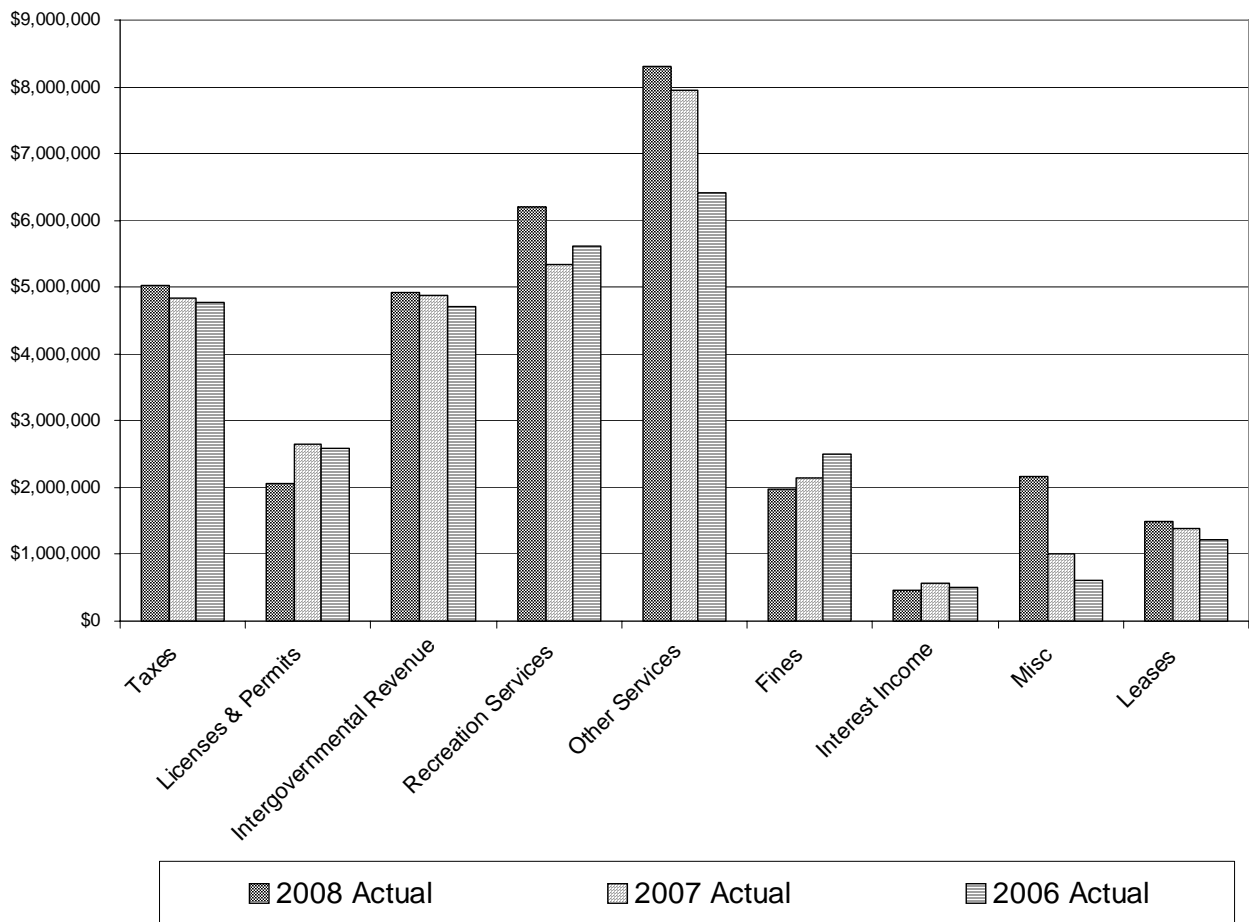
This section includes a discussion of highlights of each fund presented.

General Fund

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

The following chart represents the trend in actual revenues from 2006 – 2008 year-to-date.

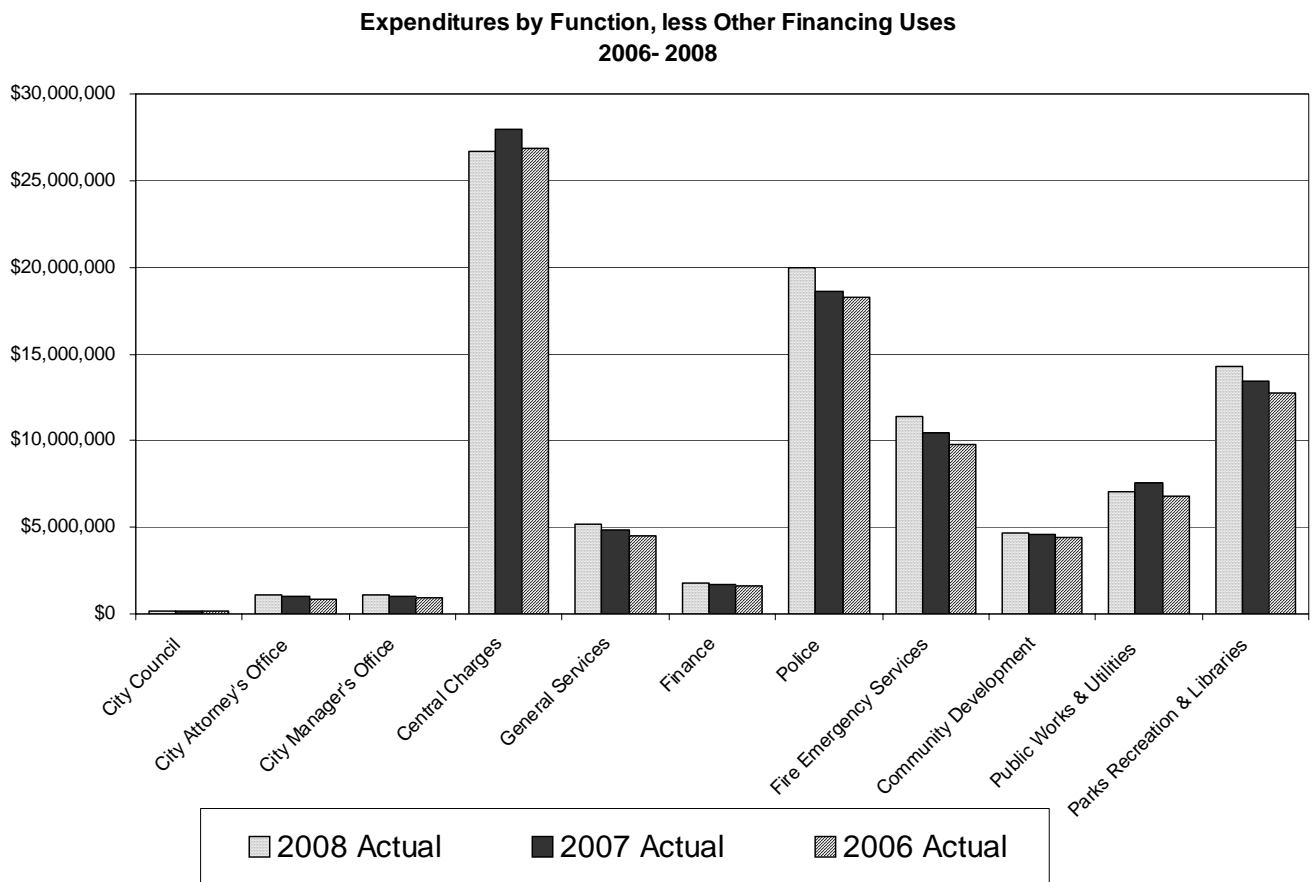
**General Fund Revenues without Transfers, Carryover, and Other Financing Sources
2006 - 2008**



Significant variances in General Fund revenue categories are explained as follows:

- The decrease in License and Permit revenue reflects commercial and residential building permit activity.
- The increase in Recreation Services revenue is due primarily to activity at the Sports Center, MAC, City Park Recreation Center, and City Park Fitness Center.
- The decrease in Fines is due primarily to traffic violation activity.
- The increase in Miscellaneous revenue is due mostly to reimbursements from Thornton relating to the 144th Avenue bridge construction IGA.
- The increase in Lease revenue is due to rental income from the former police building at 88th Avenue and Sheridan Boulevard.

The following chart identifies where the City is focusing its resources. The chart shows year-to-date spending for 2006–2008.

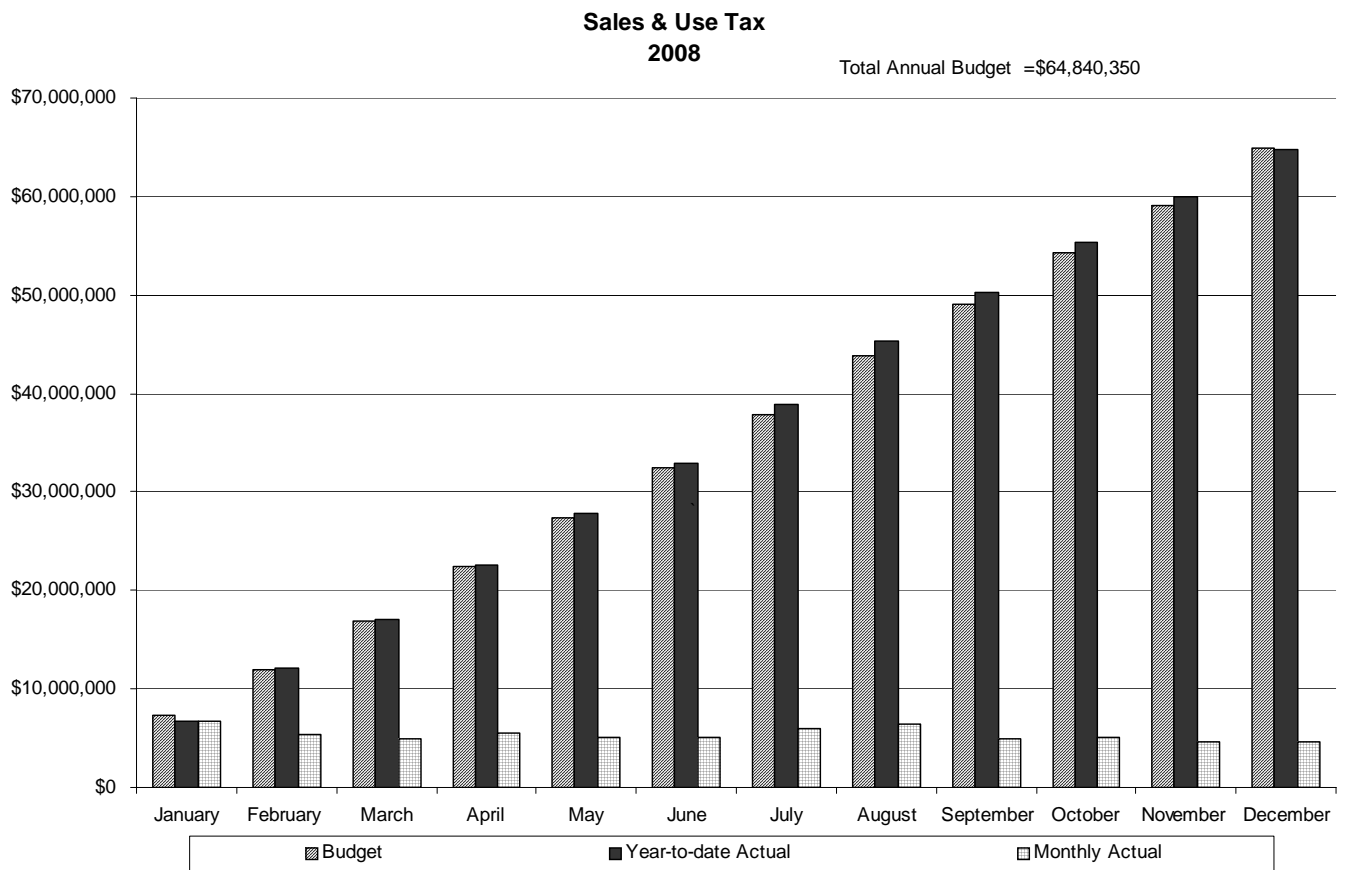


- Central Charges expenditures decreased from 2007 due to a variance in the annual carryover appropriation of transfers to the General Capital Improvement Fund.
- The increase in expenditures for Police; Fire Emergency Services; and Parks, Recreation & Libraries is due primarily to costs associated with personnel services.

Sales and Use Tax Funds (Sales & Use Tax Fund and Parks Open Space and Trails 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 General Capital Improvement Fund, the Debt Service Fund and the Heritage Golf Course Fund. The Parks, Open Space, and Trails Sales & Use Tax Fund revenues are pledged to meet debt service on the POST bonds, buy open space land, and make park improvements on a pay-as-you-go basis. The Public Safety Tax (PST) is a 0.6% sales and use tax to be used to fund public safety-related expenses.

This chart indicates how the City's Sales and Use Tax revenues are being collected on a monthly basis. This chart does not include Open Space Sales & Use Tax.

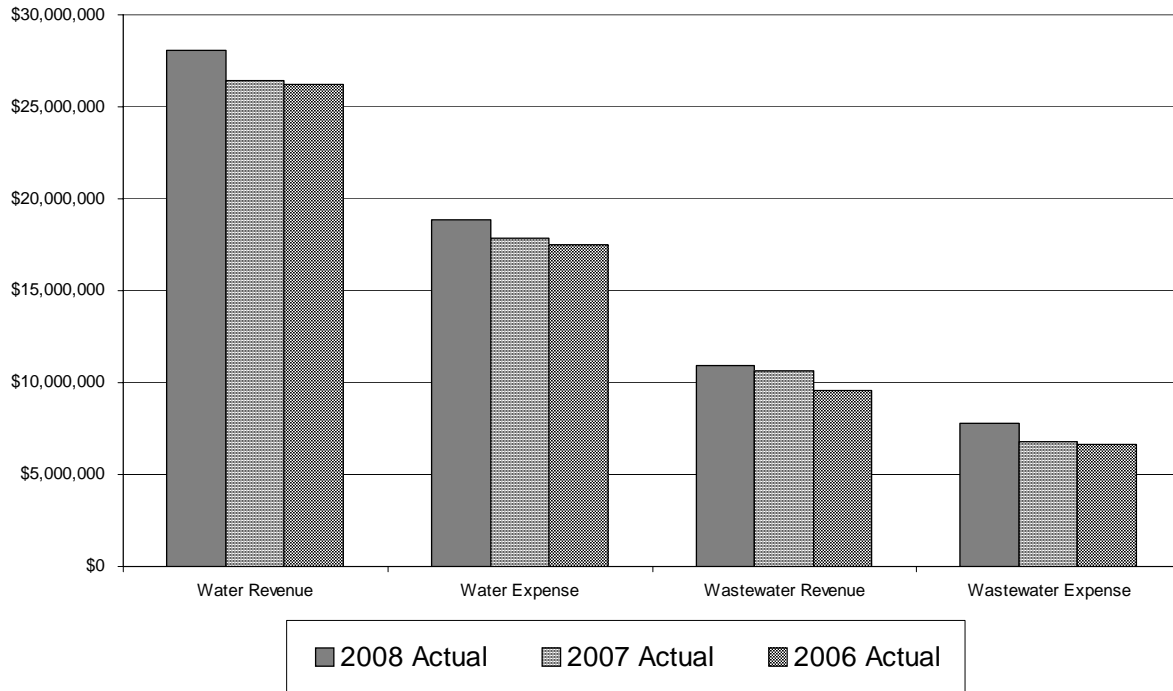


Water, Wastewater and Storm Water Drainage Funds (The Utility Enterprise)

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 and reserves.

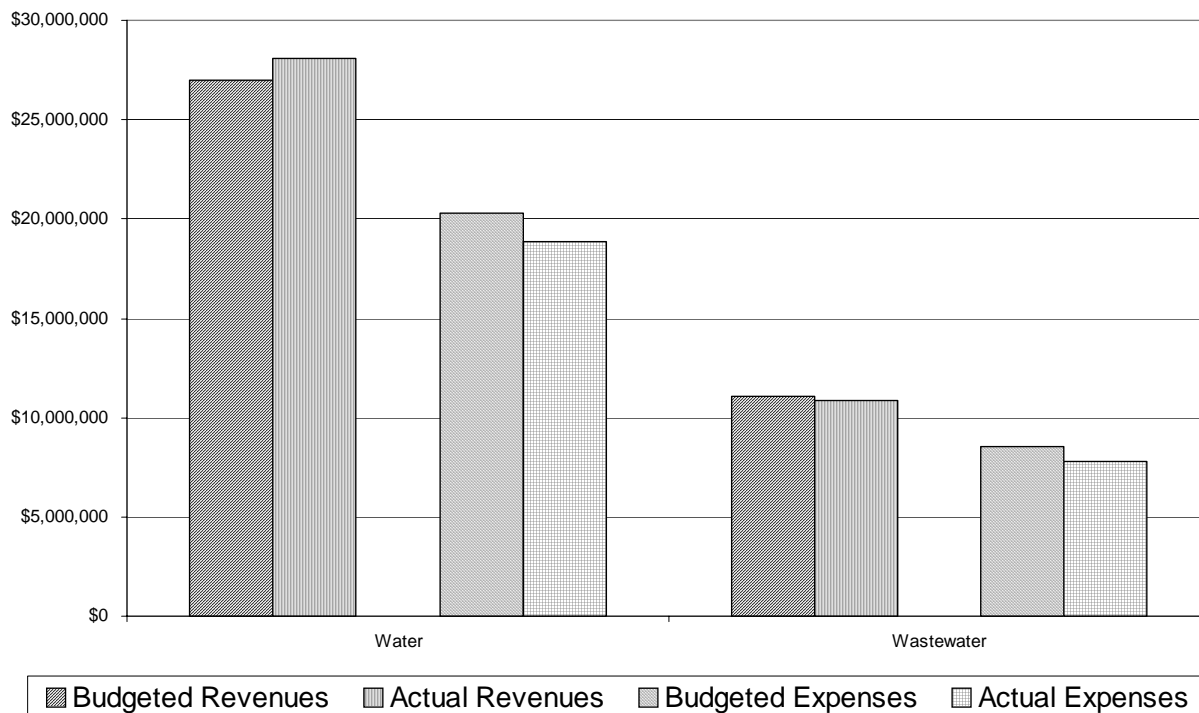
These graphs represent the segment information for the Water and Wastewater funds.

**Water and Wastewater Funds
Operating Revenue and Expenses 2006-2008**



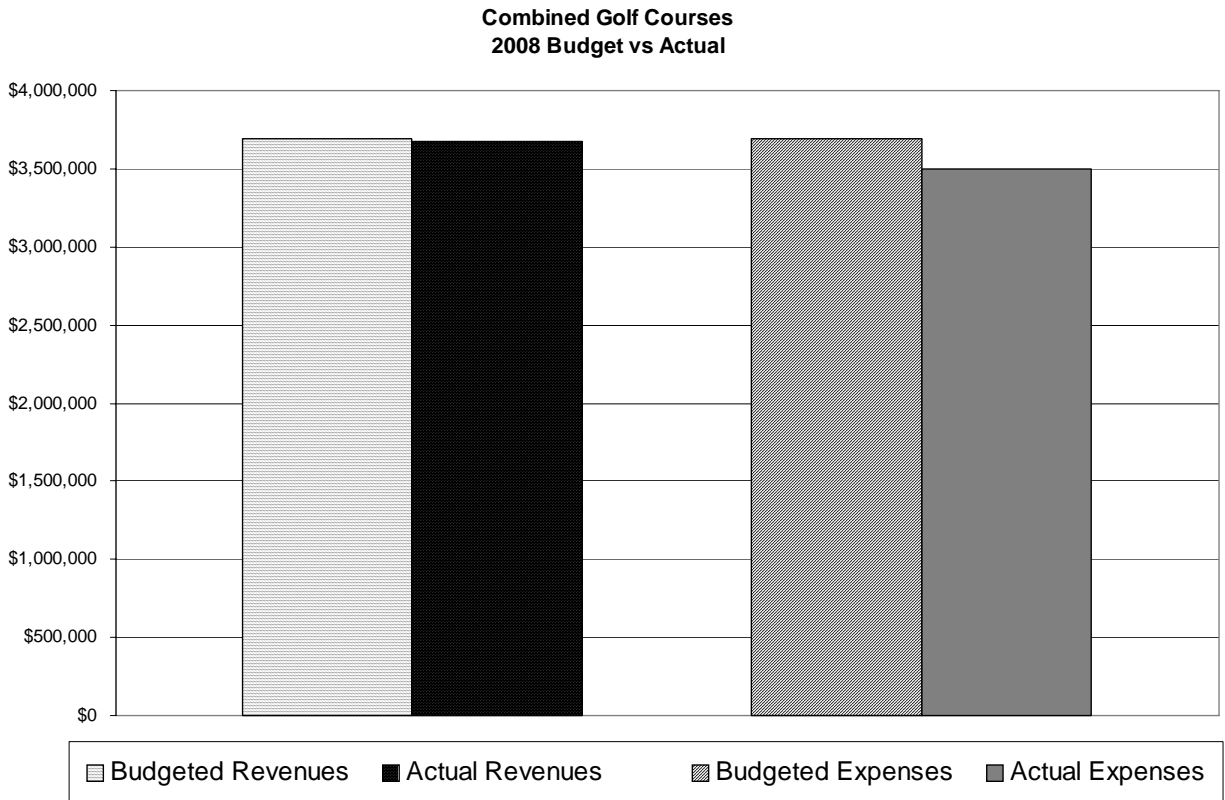
Fluctuation in water revenue between years reflects the effect of weather variations on water consumption as well as changes in billing rates.

**Water and Wastewater Funds
2008 Operating Budget vs Actual**

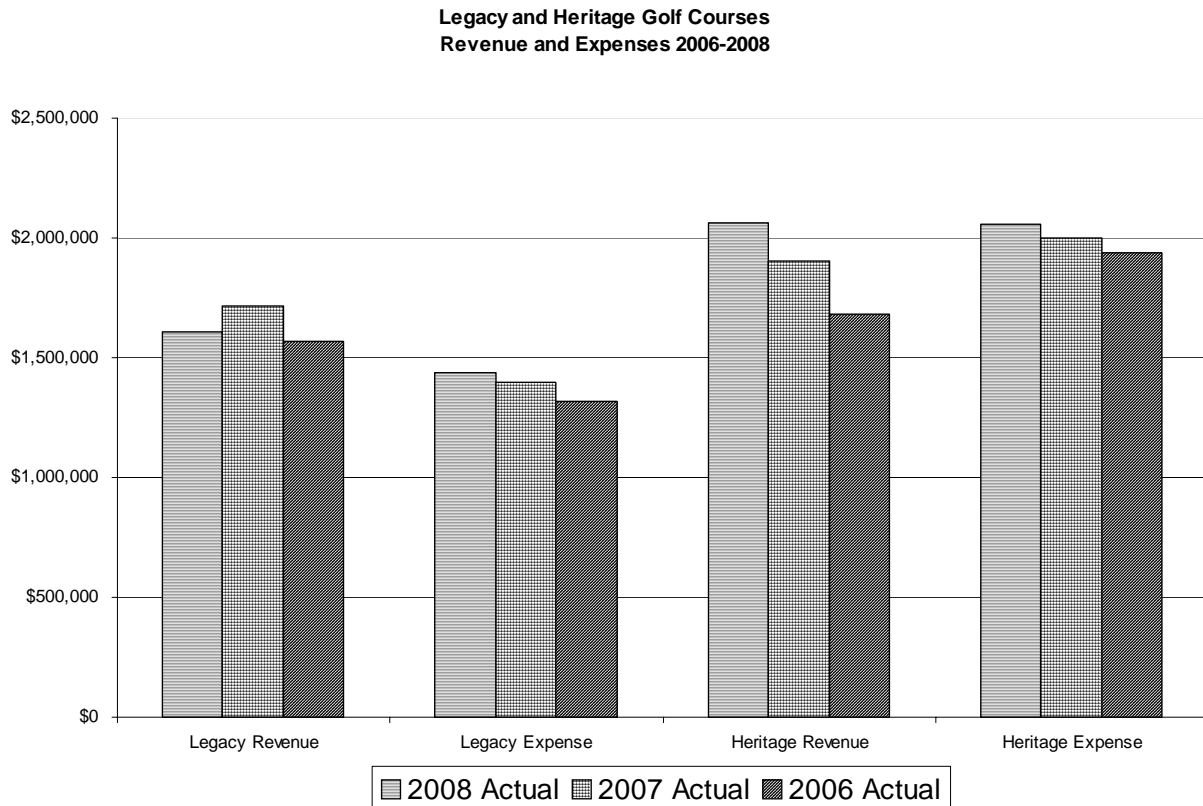


Golf Course Enterprise (Legacy and Heritage Golf Courses)

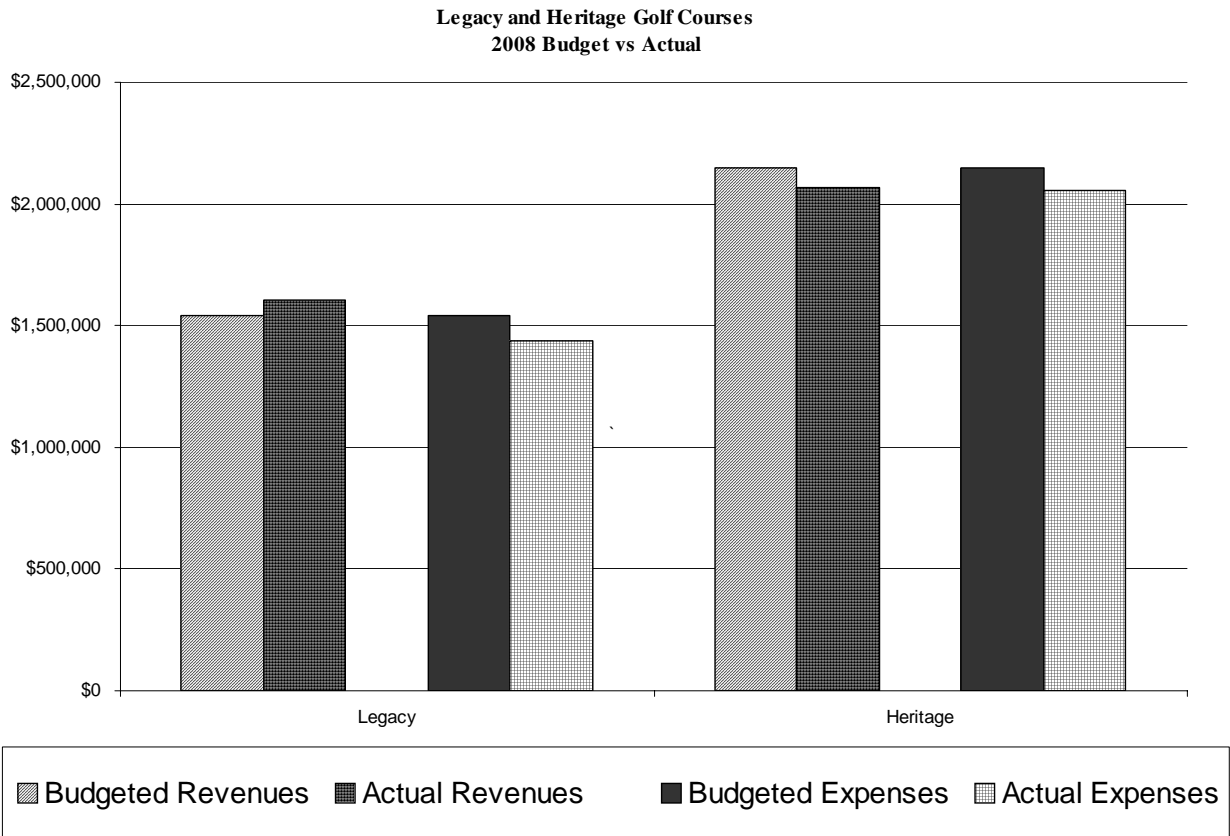
This enterprise reflects the operations of the City's two municipal golf courses.



The following graphs represent the information for each of the golf courses.



A one time Other Financing Source and Use of \$582,144 for a lease purchase of golf carts, was omitted from 2006 Heritage revenues and expenses for comparison purposes. One time transfers from the General Fund for the write off of inter-fund loans in the amounts of \$521,678 and \$228,322 for Heritage and Legacy, respectively, have been omitted from 2006 revenues for comparison purposes.



Respectfully submitted,

J. Brent McFall
City Manager

Attachments

**City of Westminster
Financial Report
For Twelve Months Ending December 31, 2008**

Description General Fund	Budget	Notes	Actual	(Under) Over Budget	% Budget
Revenues and Carryover					
Taxes	5,012,710		5,028,457	15,747	100.3%
Licenses & Permits	1,575,000	(1)	2,070,651	495,651	131.5%
Intergovernmental Revenue	4,912,281		4,913,329	1,048	100.0%
Recreation Services	5,689,173		6,197,987	508,814	108.9%
Other Services	8,591,710		8,295,805	-295,905	96.6%
Fines	2,353,275		1,979,488	-373,787	84.1%
Interest Income	505,798		459,534	-46,264	90.9%
Misc	1,973,671	(2)	2,166,170	192,499	109.8%
Leases	1,697,251		1,486,999	-210,252	87.6%
Interfund Transfers	60,167,072		60,168,772	1,700	100.0%
Sub-total Revenues	<u>92,477,941</u>		<u>92,767,192</u>	289,251	100.3%
Carryover	4,420,614		4,420,614	0	100.0%
Revenues and Carryover	<u>96,898,555</u>		<u>97,187,806</u>	289,251	100.3%
Expenditures					
City Council	208,772		165,976	-42,796	79.5%
City Attorney's Office	1,105,473		1,114,159	8,686	100.8%
City Manager's Office	1,191,924		1,079,344	-112,580	90.6%
Central Charges	28,225,813		26,711,723	-1,514,090	94.6%
General Services	5,362,775		5,172,490	-190,285	96.5%
Finance	1,899,205		1,783,176	-116,029	93.9%
Police	20,769,718		19,941,353	-828,365	96.0%
Fire Emergency Services	11,490,882		11,409,772	-81,110	99.3%
Community Development	4,740,500		4,660,906	-79,594	98.3%
Public Works & Utilities	7,278,255		7,017,506	-260,749	96.4%
Parks, Recreation & Libraries	14,625,238		14,296,460	-328,778	97.8%
Total Expenditures	<u>96,898,555</u>		<u>93,352,865</u>	-3,545,690	96.3%
Revenues and Carryover					
Over(Under) Expenditures	<u>0</u>		<u>3,834,941</u>	3,834,941	

(1) Reflects commercial building permit activity in the North Huron Urban Renewal Area

(2) Reflects reimbursement from the City of Thornton for 144th Avenue Bridge IGA

**City of Westminster
Financial Report
For Twelve Months Ending December 31, 2008**

Description	Budget	Notes	Actual	(Under) Over Budget	% Budget
Sales and Use Tax Fund					
Revenues and Carryover					
Sales Tax					
Sales Tax Returns	41,420,167		41,180,594	-239,573	99.4%
Sales Tx Audit Revenues	684,000		643,751	-40,249	94.1%
S-T Rev. STX	<u>42,104,167</u>		<u>41,824,345</u>	-279,822	99.3%
Use Tax					
Use Tax Returns	8,811,551		8,346,706	-464,845	94.7%
Use Tax Audit Revenues	761,782		983,384	221,602	129.1%
S-T Rev. UTX	<u>9,573,333</u>		<u>9,330,090</u>	-243,243	97.5%
Total STX and UTX	<u><u>51,677,500</u></u>		<u><u>51,154,435</u></u>	-523,065	99.0%
Public Safety Tax					
PST Tax Returns	11,647,649		11,781,659	134,010	101.2%
PST Audit Revenues	126,284		325,255	198,971	257.6%
Total Rev. PST	<u>11,773,933</u>		<u>12,106,914</u>	332,981	102.8%
Total Interest Income	150,000		194,639	44,639	129.8%
Carryover	1,238,917		1,238,917	0	100.0%
Total Revenues and Carryover	<u>64,840,350</u>		<u>64,694,905</u>	-145,445	99.8%
Expenditures					
Central Charges	<u>64,840,350</u>		<u>64,419,517</u>	-420,833	99.4%
Revenues and Carryover Over(Under) Expenditures	<u>0</u>		<u>275,388</u>	<u>275,388</u>	

**City of Westminster
Financial Report
For Twelve Months Ending December 31, 2008**

Description POST Fund	Budget	Notes	Actual	(Under) Over Budget	% Budget
Revenues and Carryover					
Sales & Use Tax	4,897,190		5,045,633	148,443	103.0%
Interest Income	459,002		450,286	-8,716	98.1%
Sale of Assets	50,000		149,295	99,295	298.6%
Miscellaneous	88,832		62,420	-26,412	70.3%
Interfund Transfers	100,000		100,000	0	100.0%
Sub-total Revenues	<u>5,595,024</u>		<u>5,807,634</u>	212,610	103.8%
Carryover	<u>1,234,737</u>		<u>1,234,737</u>	0	100.0%
Total Revenues and Carryover	<u>6,829,761</u>		<u>7,042,371</u>	212,610	103.1%
Expenditures					
Central Charges	6,490,669		5,798,034	-692,635	89.3%
Park Services	<u>339,092</u>		<u>288,107</u>	-50,985	85.0%
	6,829,761		6,086,141	-743,620	89.1%
Over(Under) Expenditures	<u>0</u>		<u>956,230</u>	956,230	

**City of Westminster
Financial Report
For Twelve Months Ending December 31, 2008**

Description	Budget	Notes	Actual	(Under) Over Budget	% Budget
Water and Wastewater Fund-Combined					
Operating Revenues					
License & Permits	70,000	(1)	92,690	22,690	132.4%
Intergovernmental Revenue	50,000		11,871	(38,129)	23.7%
Rates and Charges	37,661,877		38,564,445	902,568	102.4%
Miscellaneous	311,414		295,126	(16,288)	94.8%
Total Operating Revenues	<u>38,093,291</u>		<u>38,964,132</u>	870,841	102.3%
Operating Expenses					
Central Charges	5,735,227		5,657,422	(77,805)	98.6%
Finance	649,035		583,726	(65,309)	89.9%
Public Works & Utilities	19,698,959		17,905,153	(1,793,806)	90.9%
Information Technology	2,727,474		2,553,884	(173,590)	93.6%
Total Operating Expenses	<u>28,810,695</u>		<u>26,700,185</u>	(2,110,510)	92.7%
Operating Income (Loss)	<u>9,282,596</u>		<u>12,263,947</u>	2,981,351	
Other Revenue and Expenses					
Tap Fees	9,925,000		9,595,245	(329,755)	96.7%
Interest Income	1,550,000		1,636,962	86,962	105.6%
Interfund Transfers	15,985,069		15,985,069	0	100.0%
Sale of Assets	1,157,901		1,157,902	1	100.0%
Carryover	2,632,317		2,632,317	0	100.0%
Debt Service	(12,133,662)		(12,081,771)	51,891	99.6%
Reserve Transfer	(3,100,228)		(3,100,228)	0	100.0%
Total Other Revenue (Expenses)	<u>16,016,397</u>		<u>15,825,496</u>	(190,901)	98.8%
Increase (Decrease) in Net Assets	<u>25,298,993</u>	(2)	<u>28,089,443</u>	2,790,450	

(1) Reflects significant development activity in the North Huron Urban Renewal Area

(2) Increase in Net Assets available for Capital Projects and Reserves

**City of Westminster
Financial Report
For Twelve Months Ending December 31, 2008**

Description	Budget	Notes	Actual	(Under) Over Budget	% Budget
Water Fund					
Operating Revenues					
License & Permits	70,000	(1)	92,690	22,690	132.4%
Intergovernmental Revenue	50,000		11,871	(38,129)	23.7%
Rates and Charges	26,597,850		27,671,351	1,073,501	104.0%
Miscellaneous	301,414		295,113	(6,301)	97.9%
Total Operating Revenues	<u>27,019,264</u>		<u>28,071,025</u>	<u>1,051,761</u>	<u>103.9%</u>
Operating Expenses					
Central Charges	3,997,052		3,989,747	(7,305)	99.8%
Finance	649,035		583,726	(65,309)	89.9%
Public Works & Utilities	12,920,063		11,759,409	(1,160,654)	91.0%
Information Technology	2,727,474		2,553,884	(173,590)	93.6%
Total Operating Expenses	<u>20,293,624</u>		<u>18,886,766</u>	<u>(1,406,858)</u>	<u>93.1%</u>
Operating Income (Loss)	<u>6,725,640</u>		<u>9,184,259</u>	<u>2,458,619</u>	
Other Revenue and Expenses					
Tap Fees	7,500,000		7,106,096	(393,904)	94.7%
Interest Income	900,000		1,164,088	264,088	129.3%
Interfund Transfers	14,712,770		14,712,770	0	100.0%
Sale of Assets	1,157,901		1,157,902	1	100.0%
Carryover	1,616,781		1,616,781	0	100.0%
Debt Service	(10,626,939)		(10,575,048)	51,891	99.5%
Reserve Transfer	(2,712,160)		(2,712,160)	0	100.0%
Total Other Revenues (Expenses)	<u>12,548,353</u>		<u>12,470,429</u>	<u>(77,924)</u>	<u>99.4%</u>
Increase (Decrease) in Net Assets	<u>19,273,993</u>	(2)	<u>21,654,688</u>	<u>2,380,695</u>	

(1) Reflects significant development activity in the North Huron Urban Renewal Area

(2) Increase in Net Assets available for Capital Projects and Reserves

**City of Westminster
Financial Report
For Twelve Months Ending December 31, 2008**

Description	Budget	Notes	Actual	(Under) Over Budget	% Budget
Wastewater Fund					
Operating Revenues					
Rates and Charges	11,064,027		10,893,094	(170,933)	98.5%
Miscellaneous	10,000		13	(9,987)	0.1%
Total Operating Revenues	<u>11,074,027</u>		<u>10,893,107</u>	<u>(180,920)</u>	<u>98.4%</u>
Operating Expenses					
Central Charges	1,738,175		1,667,675	(70,500)	95.9%
Public Works & Utilities	6,778,896		6,145,744	(633,152)	90.7%
Total Operating Expenses	<u>8,517,071</u>		<u>7,813,419</u>	<u>(703,652)</u>	<u>91.7%</u>
Operating Income (Loss)	<u>2,556,956</u>		<u>3,079,688</u>	<u>522,732</u>	
Other Revenue and Expenses					
Tap Fees	2,425,000		2,489,149	64,149	102.6%
Interest Income	650,000		472,874	(177,126)	72.7%
Interfund Transfers	1,272,299		1,272,299	0	100.0%
Carryover	1,015,536		1,015,536	0	100.0%
Debt Service	(1,506,723)		(1,506,723)	0	100.0%
Reserver Transfer	(388,068)		(388,068)	0	100.0%
Total Other Revenues (Expenses)	<u>3,468,044</u>		<u>3,355,067</u>	<u>(112,977)</u>	<u>96.7%</u>
Increase (Decrease) in Net Assets	<u>6,025,000</u>	(1)	<u>6,434,755</u>	<u>409,755</u>	

(1) Increase in Net Assets available for Capital Projects and Reserves

**City of Westminster
Financial Report
For Twelve Months Ending December 31, 2008**

Description	Budget	Notes	Actual	(Under) Over Budget	% Budget
Storm Drainage Fund					
Revenues and Carryover					
Charges for Services	1,840,000		1,963,228	123,228	106.7%
Interest Income	0		78,230	78,230	N/A
Miscellaneous	4,000		6,135	2,135	153.4%
Sub-total Storm Drainage Revenues	<u>1,844,000</u>		<u>2,047,593</u>	<u>203,593</u>	<u>111.0%</u>
Carryover	<u>258,636</u>		<u>258,636</u>	<u>0</u>	<u>100.0%</u>
Total Revenues and Carryover	<u>2,102,636</u>		<u>2,306,229</u>	<u>203,593</u>	<u>109.7%</u>
Expenses					
General Services	100,860		68,143	(32,717)	67.6%
Community Development	123,740		110,605	(13,135)	89.4%
Park Services	178,000		160,311	(17,689)	90.1%
Public Works & Utilities	<u>360,400</u>		<u>288,420</u>	<u>(71,980)</u>	<u>80.0%</u>
Total Expenses	<u>763,000</u>		<u>627,479</u>	<u>(135,521)</u>	<u>82.2%</u>
Increase (Decrease) in Net Assets	<u>1,339,636</u>	(1)	<u>1,678,750</u>	<u>339,114</u>	

(1) Increase in Net Assets available for Capital Projects and Reserves

**City of Westminster
Financial Report
For Twelve Months Ending December 31, 2008**

Description	Budget	Notes	Actual	(Under) Over Budget	% Budget
Golf Courses Combined					
Revenues					
Carryover	0		0	0	N/A
Charges for Services	3,226,101		3,137,596	(88,505)	97.3%
Interest Income	0		27,643	27,643	N/A
Interfund Transfers	467,150		507,121	39,971	108.6%
Total Revenues	<u>3,693,251</u>		<u>3,672,360</u>	<u>(20,891)</u>	<u>99.4%</u>
Expenses					
Central Charges	210,500		186,523	(23,977)	88.6%
Recreation Facilities	2,982,436		2,808,743	(173,693)	94.2%
Total Expenses	<u>3,192,936</u>		<u>2,995,266</u>	<u>(197,670)</u>	<u>93.8%</u>
Operating Income (Loss)	500,315		677,094	176,779	
Debt Service Expense	<u>500,315</u>		<u>500,315</u>	0	100.0%
Increase (Decrease) in Net Assets	<u>0</u>		<u>176,779</u>	<u>176,779</u>	

**City of Westminster
Financial Report
For Twelve Months Ending December 31, 2008**

Description	Budget	Notes	Actual	(Under) Over Pro rated Budget	% Budget
Legacy Ridge Fund					
Revenues					
Carryover	(117,732)		(117,732)	0	100.0%
Charges for Services	1,661,452		1,697,398	35,946	102.2%
Interest Income	0		27,643	27,643	N/A
Total Revenues	<u>1,543,720</u>		<u>1,607,309</u>	<u>63,589</u>	<u>104.1%</u>
Expenses					
Central Charges	107,700		91,256	(16,444)	84.7%
Recreation Facilities	1,436,020		1,347,061	(88,959)	93.8%
Total Expenses	<u>1,543,720</u>		<u>1,438,317</u>	<u>(105,403)</u>	<u>93.2%</u>
Increase (Decrease) in Net Assets	<u>0</u>		<u>168,992</u>	<u>168,992</u>	

**City of Westminster
Financial Report
For Twelve Months Ending December 31, 2008**

Description	Budget	Notes	Actual	(Under) Over Budget	% Budget
Heritage at Westmoor Fund					
Revenues					
Carryover	117,732		117,732	0	100.0%
Charges for Services	1,564,649		1,440,198	(124,451)	92.0%
Interfund Transfers	467,150		507,121	39,971	108.6%
Total Revenues	<u>2,149,531</u>		<u>2,065,051</u>	<u>(84,480)</u>	<u>96.1%</u>
Expenses					
Central Charges	102,800		95,267	(7,533)	92.7%
Recreation Facilities	1,546,416		1,461,682	(84,734)	94.5%
Sub-Total Expenses	<u>1,649,216</u>		<u>1,556,949</u>	<u>(92,267)</u>	<u>94.4%</u>
Operating Income	500,315		508,102	7,787	
Debt Service Expense	<u>500,315</u>		<u>500,315</u>	<u>0</u>	<u>100.0%</u>
Increase (Decrease) in Net Assets	<u>0</u>		<u>7,787</u>	<u>7,787</u>	

CITY OF WESTMINSTER
 GENERAL RECEIPTS BY CENTER
 MONTH and YEAR-TO-DATE DECEMBER 2008

Center Location Major Tenant	Current Month			Last Year			%Change		
	General Sales	General Use	Total	General Sales	General Use	Total	Sales	Use	Total
WESTFIELD SHOPPING CENTER NW CORNER 92ND & SHER WALMART 92ND	379,422	2,827	382,249	438,469	18,139	456,609	-13	-84	-16
THE ORCHARD 144TH & I-25 JC PENNEY/MACY'S	304,017	10,991	315,008	167,639	1,039	168,678	81	958	87
WESTMINSTER MALL 88TH & SHERIDAN 4 DEPARTMENT STORES	283,916	1,625	285,541	374,868	5,484	380,352	-24	-70	-25
INTERCHANGE BUSINESS CENTER SW CORNER 136TH & I-25 WALMART 136TH	254,976	689	255,665	202,915	838	203,753	26	-18	25
SHOPS AT WALNUT CREEK 104TH & REED TARGET	196,312	1,701	198,013	215,698	3,184	218,882	-9	-47	-10
SHOENBERG CENTER SW CORNER 72ND & SHERIDAN WALMART 72ND	183,838	615	184,453	155	0	155	18789	*****	19187
NORTHWEST PLAZA SW CORNER 92 & HARLAN COSTCO	182,039	300	182,339	189,334	151	189,485	-4	99	-4
BROOKHILL I & II N SIDE 88TH OTIS TO WADS HOME DEPOT	174,270	5,288	179,558	200,094	1,043	201,136	-13	407	-11
CITY CENTER MARKETPLACE NE CORNER 92ND & SHERIDAN CIRCUIT CITY	174,628	1,391	176,019	236,804	3,978	240,782	-26	-65	-27
SHERIDAN CROSSING SE CORNER 120TH & SHER KOHL'S	174,897	1,007	175,903	146,822	1,382	148,204	19	-27	19
PROMENADE SOUTH/NORTH S/N SIDES OF CHURCH RANCH BLVD SHANE/AMC	106,838	23,204	130,042	122,570	15,345	137,916	-13	51	-6
VILLAGE AT THE MALL S SIDE 88TH DEPEW-HARLAN TOYS 'R US	126,616	633	127,249	121,461	569	122,030	4	11	4
NORTH PARK PLAZA SW CORNER 104TH & FEDERAL KING SOOPERS	99,660	220	99,880	94,991	192	95,182	5	15	5
WESTMOOR NW OF 108TH AND WADSWORTH GE ACCESS	9,400	72,075	81,476	3,274	4,043	7,317	187	1683	1014
STANDLEY SHORES CENTER SW CORNER 100TH & WADS	65,426	0	65,426	62,376	152	62,528	5	*****	5

CITY OF WESTMINSTER
 GENERAL RECEIPTS BY CENTER
 MONTH and YEAR-TO-DATE DECEMBER 2008

Center Location Major Tenant	Current Month			Last Year			%Change		
	General Sales	General Use	Total	General Sales	General Use	Total	Sales	Use	Total
KING SOOPERS ROCKY MOUNTAIN PLAZA SW CORNER 88TH & SHER GUITAR STORE	59,440	145	59,585	62,425	471	62,896	-5	-69	-5
STANDLEY LAKE MARKETPLACE NE CORNER 99TH & WADSWORTH SAFEWAY	53,842	5,170	59,012	59,726	157	59,883	-10	3197	-1
WESTMINSTER CROSSING 136TH & I-25 LOWE'S	57,457	38	57,494	63,071	65	63,136	-9	-42	-9
WESTMINSTER PLAZA FEDERAL-IRVING 72ND-74TH SAFEWAY	48,841	261	49,102	52,292	277	52,569	-7	-6	-7
WILLOW RUN 128TH & ZUNI SAFEWAY	47,169	369	47,538	48,177	129	48,305	-2	187	-2
VILLAGE AT PARK CENTRE NW CORNER 120TH & HURON CB & POTTS	40,612	176	40,788	39,697	225	39,922	2	-22	2
LUCENT/KAISER CORRIDOR 112-120 HURON - FEDERAL LUCENT TECHNOLOGY	3,332	36,977	40,309	6,743	126,026	132,769	-51	-71	-70
CHURCH RANCH CORPORATE CENTER CHURCH RANCH BOULEVARD LA QUINTA	6,999	20,883	27,882	5,056	1,989	7,045	38	950	296
BROOKHILL IV E SIDE WADS 90TH-92ND HANCOCK FABRICS	26,772	27	26,799	21,173	74	21,247	26	-64	26
MISSION COMMONS W SIDE WADSWORTH 88-90TH BIG 5 SPORTS	23,151	88	23,239	21,334	36	21,370	9	148	9
	<u>3,083,870</u>	<u>186,699</u>	<u>3,270,569</u>	<u>2,957,165</u>	<u>184,985</u>	<u>3,142,150</u>	<u>4</u>	<u>1</u>	<u>4</u>

CITY OF WESTMINSTER
 GENERAL RECEIPTS BY CENTER
 MONTH and YEAR-TO-DATE DECEMBER 2008

Center Location Major Tenant	YTD 2008			YTD 2007			%Change		
	General Sales	General Use	Total	General Sales	General Use	Total	Sales	Use	Total
WESTFIELD SHOPPING CENTER NW CORNER 92ND & SHER WALMART 92ND	4,616,262	28,585	4,644,847	4,996,985	40,132	5,037,117	-8	-29	-8
WESTMINSTER MALL 88TH & SHERIDAN 4 DEPARTMENT STORES	3,298,307	60,161	3,358,468	4,240,511	43,757	4,284,268	-22	37	-22
THE ORCHARD 144TH & I-25 JC PENNEY/MACY'S	2,646,821	321,641	2,968,463	1,474,406	14,606	1,489,012	80	2102	99
INTERCHANGE BUSINESS CENTER SW CORNER 136TH & I-25 WALMART 136TH	2,637,544	84,439	2,721,984	1,814,899	76,581	1,891,479	45	10	44
SHOPS AT WALNUT CREEK 104TH & REED TARGET	2,522,552	18,715	2,541,267	2,218,216	31,051	2,249,266	14	-40	13
NORTHWEST PLAZA SW CORNER 92 & HARLAN COSTCO	2,440,788	28,000	2,468,788	2,452,511	10,889	2,463,400	0	157	0
CITY CENTER MARKETPLACE NE CORNER 92ND & SHERIDAN CIRCUIT CITY	2,412,575	27,900	2,440,474	2,886,368	23,233	2,909,601	-16	20	-16
BROOKHILL I & II N SIDE 88TH OTIS TO WADS HOME DEPOT	2,227,466	40,562	2,268,028	2,273,023	21,031	2,294,054	-2	93	-1
SHERIDAN CROSSING SE CORNER 120TH & SHER KOHL'S	1,522,933	44,660	1,567,593	1,553,170	16,485	1,569,655	-2	171	0
PROMENADE SOUTH/NORTH S/N SIDES OF CHURCH RANCH BLVD SHANE/AMC	1,521,388	286,981	1,808,368	1,972,578	229,003	2,201,581	-23	25	-18
NORTH PARK PLAZA SW CORNER 104TH & FEDERAL KING SOOPERS	1,306,771	6,906	1,313,676	1,179,188	14,723	1,193,911	11	-53	10
VILLAGE AT THE MALL S SIDE 88TH DEPEW-HARLAN TOYS 'R US	1,213,288	6,313	1,219,601	1,206,137	3,861	1,209,998	1	64	1
SHOENBERG CENTER SW CORNER 72ND & SHERIDAN WALMART 72ND	1,188,584	6,983	1,195,567	4,527	37	4,564	26155	18677	26095
STANDLEY SHORES CENTER SW CORNER 100TH & WADS KING SOOPERS	846,675	8,292	854,967	804,804	2,950	807,754	5	181	6
WESTMINSTER CROSSING 136TH & I-25	760,204	2,672	762,876	820,409	7,034	827,443	-7	-62	-8

CITY OF WESTMINSTER
 GENERAL RECEIPTS BY CENTER
 MONTH and YEAR-TO-DATE DECEMBER 2008

Center Location Major Tenant	YTD 2008			YTD 2007			%Change		
	General Sales	General Use	Total	General Sales	General Use	Total	Sales	Use	Total
LOWE'S ROCKY MOUNTAIN PLAZA SW CORNER 88TH & SHER GUITAR STORE	724,330	4,360	728,690	734,664	6,458	741,123	-1	-32	-2
WESTMINSTER PLAZA FEDERAL-IRVING 72ND-74TH SAFEWAY	650,138	28,065	678,202	669,976	3,145	673,121	-3	792	1
STANDLEY LAKE MARKETPLACE NE CORNER 99TH & WADSWORTH SAFEWAY	642,100	11,905	654,005	674,976	3,074	678,051	-5	287	-4
WILLOW RUN 128TH & ZUNI SAFEWAY	597,461	3,890	601,351	647,630	2,371	650,001	-8	64	-7
VILLAGE AT PARK CENTRE NW CORNER 120TH & HURON CB & POTTS	508,452	11,091	519,543	487,513	15,379	502,891	4	-28	3
ELWAY/DOUGLAS CORRIDOR NE CORNER 104TH & FED ELWAY MOTORS	322,999	5,992	328,991	359,888	18,736	378,624	-10	-68	-13
NORTHVIEW 92ND AVE YATES TO SHERIDAN SALTGRASS	299,408	23,627	323,035	359,773	6,400	366,173	-17	269	-12
SUMMIT SQUARE NE CORNER 84TH & FED SAFEWAY	292,605	6,012	298,617	273,251	1,627	274,878	7	270	9
BROOKHILL IV E SIDE WADS 90TH-92ND HANCOCK FABRICS	291,893	6,472	298,366	182,761	1,979	184,740	60	227	62
STANDLEY PLAZA SW CORNER 88TH & WADS WALGREENS	287,091	6,163	293,254	303,171	10,227	313,398	-5	-40	-6
	35,778,632	1,080,387	36,859,019	34,591,334	604,769	35,196,103	3	79	5



Agenda Item 8 B

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
January 26, 2009



SUBJECT: Purchase of Library Materials

Prepared By: Kate Skarbek, Library Services Manager

Recommended City Council Action

Based on the recommendation of the City Manager, determine that the public's interest will be best served by awarding a contract to Baker and Taylor (B&T) for the purchase of library books in an amount not to exceed \$150,000 in 2009.

Summary Statement

- The Westminster Municipal Code requires all purchases over \$50,000 be authorized by City Council. Staff has taken a conservative approach in interpreting this requirement to include transactions where the cumulative total purchases of similar commodities or services from one vendor in a calendar year exceed \$50,000.
- This is a negotiated contract with Baker & Taylor; formal bidding was not used. However, Staff continues to compare prices with other vendors and where lower prices can be obtained, another vendor will be used.
- Adequate funds were appropriated in the 2009 Budget and are available in the General Fund for the purchases.

Expenditure Required: \$150,000

Source of Funds: General Fund - Parks, Recreation and Libraries Operating Budget

Policy Issue

Should Council waive formal bidding requirements and approve the purchase of library materials that total over \$50,000 in 2009?

Alternative

Do not approve the purchase as recommended and request that Staff go out to bid on this purchase. This alternative is not recommended for the reasons outlined in the background section of the Agenda Memorandum.

Background Information

Library materials purchases from B&T constitute 45% of the library materials budget expenditures. This vendor consistently provides the City with good customer service. Their procedures coordinate well with the City's procedures, so using them improves Staff efficiency. The discounts that B&T offers the City are very competitive. In instances where Staff receives a better discount from a different vendor, materials are ordered from the other vendor. The City receives the majority of its standing orders from B&T because historically they have proven to provide the most competitive prices. In addition, B&T maintains an interactive website that Staff can use to manage the City's library orders. Ingram, another large library vendor that specializes in public and school libraries, does not offer an interactive website.

Each year the Library compares pricing and services among the large library vendors of B&T, Ingram, Amazon and Midwest Tapes. Services reviewed are the ease of online ordering, technological coordination with our database and shipment practices that include invoicing and turn-around time. Pricing considerations are noted for overall discount prices. B&T continues to offer the most competitive services, in terms of format and discounts, which can be up to 40%. Staff is requesting authorization for purchases to be made in 2009 up to a maximum of \$150,000.

Respectfully submitted,

J. Brent McFall
City Manager



**WESTMINSTER
COLORADO**

Agenda Memorandum

City Council Meeting
January 26, 2009



SUBJECT: 2009 Asphalt Pavement Crackseal Project Contract

Prepared By: Dave Cantu, Contract Maintenance Supervisor

Recommended City Council Action

Authorize the City Manager to execute a contract for the 2009 Asphalt Pavement Crackseal Project with the low bidder, A-1 Chipseal Company in the amount of \$116,875 and authorize a contingency of \$11,600 for a total project budget of \$128,475.

Summary Statement

- City Council approved adequate funds for this expense in the 2009 Department of Public Works and Utilities, Street Operations Division budget.
- Formal bids were solicited in accordance with City bidding requirements for the 2009 Asphalt Pavement Crackseal Project. Requests for bids were sent to the six contractors in the metropolitan area who do this type of pavement preventative maintenance treatment with five responding.
- The low bidder, A-1 Chipseal Company meets all of the City bid requirements and has successfully performed this process in the Denver Metro area the past seven years.
- Ten streets totaling 53 lane miles will receive the crackseal preventative maintenance treatment on streets earmarked for roadway surface improvements in 2009 and 2010 (see attached list and map).
- Contracting this work early allows the material to fully cure, before resurfacing and will reduce asphalt preparation work for the Street Division crews.

Expenditure Required: \$128,475

Source of Funds: General Fund – Public Works and Utilities Street Operations Budget

Policy Issue

Should this bid for 2009 Asphalt Pavement Cracksealing be awarded to the low bidder, A-1 Chipseal Company?

Alternative

One alternative is to discontinue the practice of cracksealing these streets prior to resurfacing. Water would be allowed to penetrate the pavement’s subgrade and reduce the life expectancy of the resurfacing projects by 50%. Staff does not recommend elimination of cracksealing prior to resurfacing applications.

Background Information

The low bidder, A-1 Chipseal Company meets all of the City bid requirements and has successfully completed this process for cities in the Denver Metro area for the past seven years.

The 2009 Asphalt Pavement Crackseal Project represents a total of 53 lane miles of asphalt pavement preventative maintenance at ten street locations (see attached location list). This contractual cracksealing accomplished on streets earmarked for 2009 and 2010 improvements allows Street Division crews to concentrate their pavement preservation maintenance efforts on roadways where improvements will not be scheduled for several years.

The following sealed bids were received:

A-1 Chipseal Company	\$116,875
Precise Striping, LLC	\$123,000
Coatings, Inc.	\$136,250
Quality Resurfacing Company	\$136,250
Foothills Paving & Maintenance, Inc.	\$152,500
Staff Estimate	\$150,000

The 2009 low bid crackseal application price of \$0.935 per pound is a decrease of 2.6% below the 2008 price for cracksealing performed in early 2008. This decrease is attributed to favorable bidding climate at this time.

This contract helps achieve the City Council’s Strategic Plan Goals of “Financially Sustainable City Government, Safe and Secure Community, and Vibrant Neighborhoods and Commercial Areas” by meeting the following objectives:

- Well maintained city infrastructure and facilities.
- Safe citizen travel throughout the city.
- Maintain and improve neighborhood infrastructure and housing.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

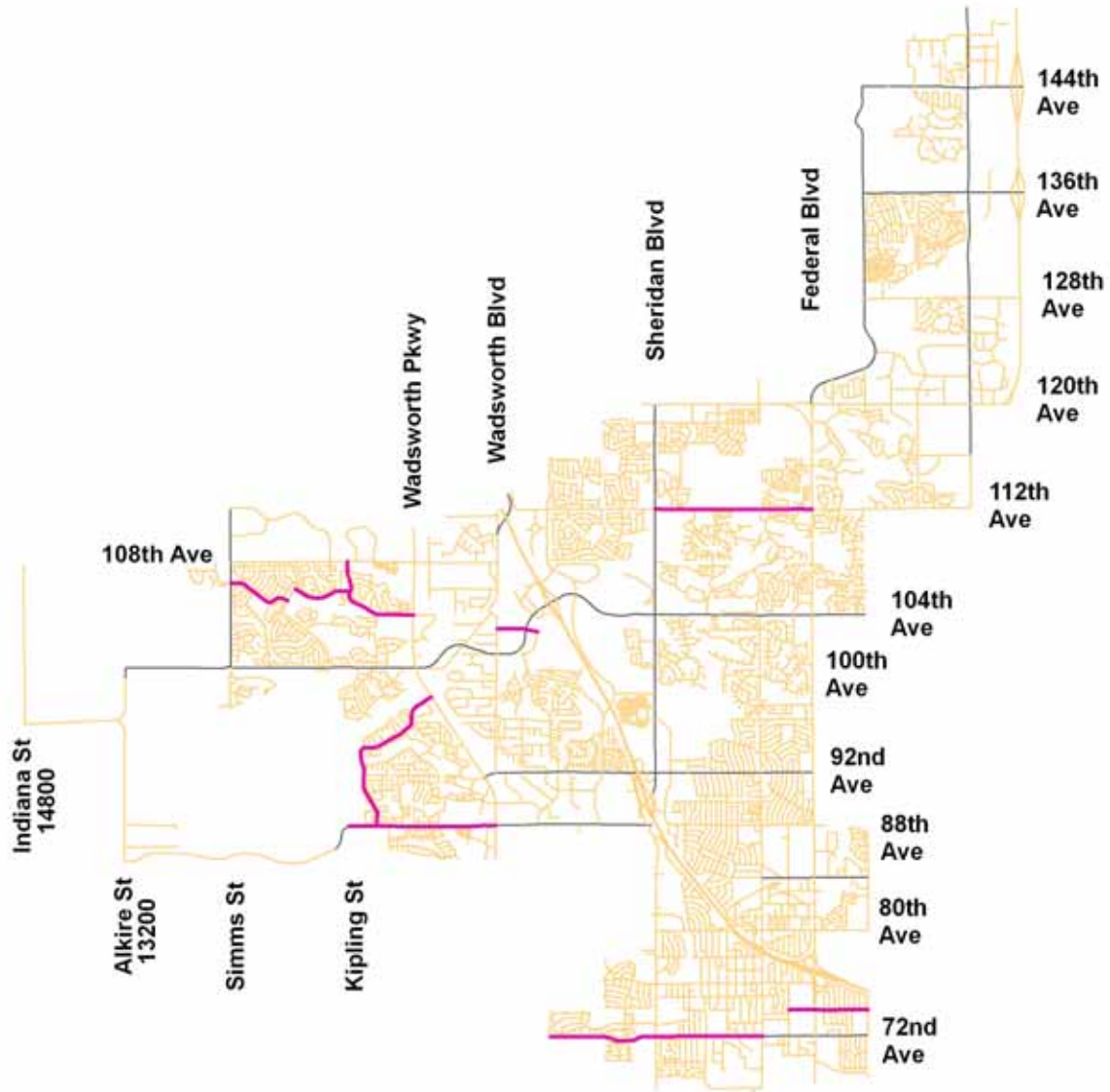
**CITY OF WESTMINSTER
DEPARTMENT OF PUBLIC WORKS & UTILITIES
STREET OPERATIONS DIVISION
2009 ASPHALT PAVEMENT CRACKSEAL PROJECT, PROJECT SCRS-09-1
LOCATIONS LIST**

1. **112th Avenue** - Federal Boulevard to Sheridan Boulevard
2. **Countryside Drive** - Oak Street to Simms Street
3. **Independence Drive** - 88th Avenue to Wadsworth Parkway
4. **103rd Avenue** - Church Ranch Way to Wadsworth Boulevard
5. **104th Avenue** - Wadsworth Parkway to Johnson Street
6. **Johnson Street** -104th Avenue to 108th Avenue
7. **106th Avenue** - Johnson Street to Oak Street
8. **72nd Avenue** - Pierce Street to Lowell Boulevard
9. **74th Avenue** - Zuni Street to Irving Street
10. **88th Avenue** - Wadsworth Parkway west to city limit.

*Other locations will be added if material allows



City of Westminister 2009 Crackseal Project Location List





WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
January 26, 2009



SUBJECT: 2008 Pavement Rehabilitation Project – Change Order No. 2

Prepared By: Ray Porter, Street Operations Division Manager
Richard Clark, Utilities Operations Manager

Recommended City Council Action

Authorize the City Manager to execute contract Change Order No. 2 with Asphalt Specialties Company, Inc. in the amount of \$53,341 for water main replacement trench patching.

Summary Statement

- On April 14, 2008 City Council authorized a contract with Asphalt Specialties Company, Inc. for the 2008 Pavement Rehabilitation Project in the amount of \$624,674, including \$253,312 from the Utilities Field Operations Division Budget for water main replacement trench patching.
- Actual invoices totaling \$306,653, \$53,341 over the authorized amount, have been received for the waterline patching portions of the work. These increases are due to additional area and pavement thicknesses that were required to adequately replace the pavement in the disturbed areas of work that were not initially anticipated.
- Asphalt Specialties Company, Inc. has already performed the additional work at original bid prices.

Expenditure Required: \$53,341

Source of Funds: Utility Fund - Utilities Field Operations Division Budget - 2008

Policy Issue

Should City Council authorize Change Order No. 2 to Asphalt Specialties Company, Inc. for the additional \$53,341 for water line trench repair work?

Alternative

The alternative is to not pay Asphalt Specialties Company, Inc. for the additional services rendered. This is not recommended as the work has already been performed and was necessary to properly restore the pavement surface to a safe and functioning condition.

Background Information

The Pavement Rehabilitation Project included resurfacing and reconstruction of 3.22 lane miles of paved roadway on 5 streets throughout the city (Street Operations Division), water main replacement trench patching at 19 planned locations (Utilities Field Operations) and the construction of 1.35 lane miles of paved roadway at Standley Lake Regional Park.

The street improvements have been reviewed and determined appropriate through the City's Pavement Management Process and coincide with the Department's performance measure to maintain at least 65% of the City's roadways at a 70 (fair), or above pavement condition rating.

The water main replacement trench patching was based on an 8-foot width and 5-inch pavement thickness. Due to the level of deterioration of some of the pavement that was encountered, additional trench width and pavement thickness was required in order to restore the impacted streets to an appropriate condition. Once a waterline has been installed, the City must restore the pavement to at least the 'fair' condition. The extent of the additional pavement restoration was not apparent until the actual pavement restorations were completed and quantities totaled. Final numbers were received in late November. Funds for this additional work are available in the 2008 Utilities Operations Budget, in the Construction Crew contractual services sub-account.

The proposed Council action supports City Council's goals and objectives of Financially Sustainable City Government by providing well maintained city infrastructure and facilities through road improvements; Vibrant Neighborhoods and Commercial Areas by maintaining and improving neighborhood infrastructure and housing.

Respectfully submitted,

J. Brent McFall
City Manager



Agenda Item 8 E

WESTMINSTER

COLORADO

Agenda Memorandum

City Council Meeting
January 26, 2009



SUBJECT: Quarterly Insurance Claim Report: October - December 2008

Prepared By: Martee Erichson, Risk Management Officer

Recommended City Council Action

Accept the Fourth Quarter 2008 Insurance Claim Report.

Summary Statement

- The attached report provides detailed information on each claim including the City's claim number, date of loss, claimant's name and address, a summary of the claim, and the claim's status. Since all claims represent a potential liability to the City, Risk Management Staff works closely with the City Attorney's Office to make sure that the interests of both the City and the citizen are addressed in each instance. The listing of the claims in this report is provided in accordance with Westminster Municipal Code 1-30-3.
- In accordance with Code provisions, the Risk Management Officer, acting as the City Manager's designee, has the authority to settle claims of less than \$30,000. However, under the City's contract with the Colorado Intergovernmental Risk Sharing Agency (CIRSA), CIRSA acts as the City's claims adjuster and settlement of claims proceed with the concurrence of both CIRSA and the Risk Management Officer. The City retains the authority to reject any settlement recommended by CIRSA, but does so at the risk of waiving its insurance coverage for such claims.

Expenditure Required: \$ 0

Source of Funds: N/A

Policy Issue

None identified

Alternative

None identified

Background Information

Information on the status of each claim received during the 4th quarter of 2008 is provided on the attached spreadsheet. All Incident Report forms are signed and reviewed by appropriate supervisors, Safety Committee representatives and department heads. Follow up action, including discipline if necessary, is taken on incidents where City employees are at fault.

For the fourth quarter of 2008, Staff has noted the following summary information:

- Ten of the 11 claims reported in the fourth quarter of 2008 are closed at this time.
- Total claims for the quarter and year-to-date breakdown by department as follows:

Department	4th Qtr 2008			YTD
	Total Claims	Open	Closed	Total
CAO	0	0	0	1
CD	1	0	1	4
Fire	0	0	0	2
Police	1	1	0	6
PR&L	2	0	2	9
PWU - Streets	1	0	1	11
PWU - Utilities	6	0	6	17
TOTAL	11	1	10	50

The Risk Management program addresses Council's Strategic Plan goals of Financially Sustainable City Government and Safe and Secure Community by working to mitigate the cost of claims to the City and maintaining a loss control program to keep our City streets and facilities safe for the general public.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

**Quarterly Insurance Report
October - December 2008**

Claim Number	Loss Date	Dept.	Claimant	Address	Claim Description	Payment	Status	Notes
2008-379	10/27/2008	PWU - Util	Vincent Elarde	10111 Nelson St., Westminster CO 80021	While digging to repair a water main break, Utility employees parked a backhoe on the claimant's new driveway causing the concrete to crack.	\$250.00	Closed	
2008-418	12/14/2008	PWU - Util	Ignacia Montoya	11270 Lima St., Henderson CO 80640	Utility employee was plowing snow when the plow hit a street curb and bounced the plow into the rear fender of the claimant's stopped vehicle.	\$3,112.58	Closed	
2008-445	12/2/2008	CD	Debbie Mullins	12785 Dexter Ct., Thornton CO 80241	Claimant alleges she suffered injuries and damages when she was involved in a motor vehicle accident near a street construction zone in the City. She claims the City failed to adequately warn motorists of the construction.	\$0.00	Closed	Claim denied based on Colorado Governmental Immunity Act and investigation found no evidence of negligence on the part of the City. Claimant was referred to CDOT who is in charge of the construction project.
CLAIMS SUBMITTED IN 4th QUARTER WITH OCCURRENCE DATES PRIOR TO 4th QUARTER 2008:								
2008-085	3/2/2008	PWU - Util	City and County of Broomfield	One DesCombes Dr, Broomfield CO 80020	The bed of a City dump truck was stuck in the up position. The employee driving the vehicle attempted to drive under a street light wire when the wind shifted the wire's position getting it caught on the truck bed. The momentum of the truck then snapped the wire.	\$3,323.43	Closed	
2008-172	5/22/2008	PWU - Util	Peggy Copeland	13489 Echo Dr., Broomfield CO 80020	Claimant alleges she was injured when she slipped and fell in a grassy area near a water meter cover in the Bradburn subdivision	\$0.00	Closed	Claim denied based on Colorado Governmental Immunity Act and investigation found no evidence of negligence on the part of the City.
2008-169	5/29/2008	PRL	Linda Leonard	10248 Julian Ct, Westminster CO 80031	Claimant alleges a Frisbee golf disc hit her while she was walking on a City trail near the golf course.	\$0.00	Closed	Claim denied based on Colorado Governmental Immunity Act and investigation found no evidence of negligence on the part of the City. Claimant was referred to the golf player who acknowledged hitting her with the disc
2008-175	6/3/2008	PD	RTD/Veolia Transportation/Renita White	2775 Vallejo St. Englewood, CO 80110 and 3465 S Ammons #9-4 Lakewood, CO 80227	Police Officer driving a marked police vehicle, but not on a call, pulled out at a stop light in front of an RTD bus owned by Veolia Transportation and driven by Renita White	\$764.49	Open	Property damage claim has been paid, but CIRSA is investigating the subrogation of RTD's Workers Compensation claim.
2008-382	8/12/2008	PWU - Streets	Progressive Management, Bill Hennigar	PO Box 741057, Arvada CO 80006	During installation of no parking signs on private property belonging to the HOA of the Meadows at Timberlake, City employees cut into the electrical line for the building's exterior lighting.	\$668.21	Closed	

2008-374	9/14/2008	PRL	Donna Zinn	11526 Fowler Dr., Northglenn CO 80233	Claimant tripped and fell on an uneven spot in the sidewalk at the Promenade resulting in injuries to her face and head.	\$329.68	Closed	
2008-340	9/18/2008	PWU - Util	Nate & Jessica Thatcher	5546 W 115th Pl., Westminster CO 80020	Utility crew loading a water line did not properly bleed the line of air, which allowed air into the claimants' water line causing the claimants' toilet tank to crack.	\$233.00	Closed	
2008-337	9/26/2008	PWU - Util	Michelle Whistler and State Farm Insurance	11626 Quivas Cr., Westminster CO 80031 and PO Box 339409, Greeley CO 80633	Claimant alleges damage to basement of her rental property due to flooding when the City turned the water to the house back on.	\$1,100.00	Closed	Claim denied due to no negligence on the part of the City, however, homeowner claimant was paid under the City's "good neighbor" settlement program.
					GRAND TOTAL	\$9,781.39		



**WESTMINSTER
COLORADO**

Agenda Memorandum

City Council Meeting
January 26, 2009



SUBJECT: Contract Plan Review Services in 2009

Prepared By: Dave Horras, Chief Building Official

Recommended City Council Action

Based on the recommendation of the City Manager, City Council finds that the public interest would be best served by authorizing a sole source agreement with C-West Code Consultants, LLC. Authorize the City Manager to enter into an agreement with C-West Code Consultants, LLC for plan review services in an amount not to exceed \$150,000 for 2009.

Summary Statement

- The Building Division uses contract plan review services provided by C-West Code Consultants, LLC to perform construction drawing plan review on almost all new commercial building structures. These services are paid for by the permit applicant as part of the building permit fee. It is believed that the public interest would be best served by approving plan review services with C-West Code Consultants, LLC.
- The cumulative amount of these services typically exceeds \$50,000 in a year. The Westminster Municipal code requires all purchases over \$50,000 be approved by City Council and this requirement includes cumulative purchases from a single vendor.
- City Council recently approved the 2008 cumulative purchase of services from C-West Code Consultants, LLC in the amount of \$85,247.97. Purchases of services from C-West Code Consultants, LLC are expected to exceed \$50,000 again in 2009 which requires City Council approval.
- Staff is requesting spending authority up to \$150,000; however, it is unlikely given current economic conditions that this level of spending on contract plan review will occur.
- This money is budgeted, in part, in the building division operating budget. Expenditures over the budgeted amount are dealt with as a supplemental appropriation, funded from the permit fee revenues collected from the permit applicant.

Expenditure Required: Up to \$150,000

Source of Funds: General Fund – Building Division Operating Budget and revenues collected from permit applicants

Policy Issue

Should City Council approve cumulative purchases for contract plan review services with C-West Code Consultants, LLC?

Alternative

Do not approve cumulative purchases exceeding \$50,000 for C-West Code Consultants, LLC in 2009. This would limit the number of projects that could be sent to C-West during the year. Projects that would be submitted for review after the limit with C-West Code Consultants, LLC had been reached would either have to be done in-house, sent out to a different plan review consultant or paid for directly by the permit applicant to C-West Code Consulting, LLC. This alternative is not recommended.

Background Information

C-West Code Consultants, LLC (C-West) is a consulting company that performs contract plan review services for building code compliance. A contract plan review service is used so that the applicant can be assured a pre-determined plan review turn around time and because the consultant has professional engineers on staff in the structural, mechanical and electrical engineering disciplines. Almost all new commercial structure plans are sent for this type of contract review as a standard procedure.

The Building Division has used consultant plan review services for at least the last 15 years, and C-West has been performing these services for the city for at least the last 10 years. C-West is very familiar with the City's adopted building codes and ordinances, has been timely in its reviews and has always been very responsive to any issues or special requests.

C-West bases its plan review charges upon the fees that will be collected from the permit applicant. The fees paid to C-West are determined by agreement after the plan review fee that will be collected from the permit applicant as part of the permitting process is determined. The fee paid to C-West is calculated at 90% of the plan review fee collected from the permit applicant if the project is valued at less than \$1,000,000 and at 80% of the plan review fee if valued at over that amount. The remainder is kept by the City as payment for permit processing and administrative costs. Staff believes that this is a good price for these services.

The City pays C-West for its services out of the Building Division Professional Services Account. This account is funded with \$50,000 for 2009. Costs above the budgeted amount have typically been funded as a supplemental appropriation at the end of the year from general fund revenues collected during the permitting process.

Respectfully submitted,

J. Brent McFall
City Manager



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
January 26, 2009



SUBJECT: Legal Services Agreement with Carlson Hammond & Paddock, LLC

Prepared By: Rachel Harlow-Schalk, Environmental and Administrative Services Officer

Recommended City Council Action

Authorize the City Manager to sign a contract for legal services with Carlson Hammond & Paddock, LLC in connection with stormwater quality issues for the year 2009 including optional annual renewals of the agreement for up to three years with the condition that the total costs not exceed \$2,500 annually.

Summary Statement

- The attorneys at Carlson Hammond & Paddock, LLC (CHP) have effectively and successfully represented the City of Westminster in water matters since 1977 developing a very thorough knowledge of Westminster water supply and water quality issues.
- Since the Environmental Services Office works with stormwater quality issues and Water Resources on all other water quality related issues, it is important that legal counsel serving both workgroups foster the same perspective. Consequently, Staff recommends that CHP be retained to ensure continuity on stormwater issues in Westminster.
- Pursuant to Westminster Municipal Code 15-1-6, the City Manager has determined that this agreement will best serve the public interest as an effective method to support the stormwater quality regulatory compliance of the City.

Expenditure Required: Not to Exceed \$2,500

Source of Funds: General Fund - General Services Environmental Services Operating Budget

Policy Issue

Should City Council authorize the retention of Carlson Hammond & Paddock, LLC as special stormwater quality counsel on behalf of the City for 2009?

Alternative

Do not retain special environmental counsel. This alternative could leave the City exposed to possible environmental liability without specialized legal representation and is not recommended.

Background Information

From time to time, the City is in need of legal support specific to its compliance with stormwater quality regulations. Since 1977, principal members of Carlson Hammond & Paddock, LLC (CHP) have represented the City on water matters. CHP has developed a very thorough knowledge of Westminster's water supply and water quality issues, and is a key player in helping develop and protect Westminster's raw water supply. By utilizing CHP for legal support services on stormwater matters, the City ensures the continuity of their water quality knowledge.

Based upon previous legal needs of the Office, the \$2,500 approved in the operating budget is sufficient to cover costs associated with anticipated 2009 legal services. The agreement will include an annual one year renewal option for up to three years.

This contract supports City Council's Strategic Plan Goal of Financially Sustainable City Government by ensuring the City utilizes external legal support that protects against possible costly environmental issues. Additionally, this contract supports Council's Goal of a Beautiful and Environmentally Sensitive City by providing resources that will help maintain operational sensitivity to environmental matters.

Respectfully submitted,

J. Brent McFall
City Manager



Agenda Item 8 H

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
January 26, 2009



SUBJECT: Lowell Boulevard Corridor Enhancement—Engineering Design Services

Prepared By: Stephen C. Baumann, Assistant City Engineer

Recommended City Council Action

1. Based on the report of the City Manager, find that the public interest would be best served by accepting the proposal for engineering design services for Lowell Boulevard between 77th Avenue and Turnpike Drive from SEH, Inc. at a contract cost not to exceed \$109,000; and
2. Transfer a total of \$141,000 from the New Development Participation Capital Improvement Project to the Lowell Boulevard Corridor Enhancements Project to pay for the design services, estimated right-of-way costs of \$20,000 and a contingency of \$12,000.

Summary Statement:

- In 2008, improvements to Lowell Boulevard between 75th Avenue and 77th Avenue were completed. The next phase of improvements is expected to extend from 77th Avenue to the bridge carrying US 36 over Lowell Boulevard and include the reconfiguration of the intersection of Lowell Boulevard, 78th Avenue and Turnpike Drive. The proposed improvements consist of the reconstruction of curb and paving, the construction of enhanced pedestrian facilities, and the installation of landscaping features similar to those in the completed phases located south of 77th Avenue.
- A contract for planning and design engineering has been drafted with the firm of SEH, Inc. (SEH) which participated in the overall planning for the Lowell Boulevard corridor and prepared the construction documents for the two prior phases of the Lowell Boulevard reconstruction. The SEH design team is uniquely qualified for the assignment, being very familiar with the corridor and the improvement concepts that have been developed for it. SEH has also proposed a scope of work and fee structure that is reasonable and fair.
- Staff is recommending that a contract for planning and design engineering be awarded to SEH in an amount not to exceed \$109,000 and that a total project budget of \$141,000 be authorized. These actions should put the project in position to move forward quickly if construction funding can be identified later in the year.

Expenditure Required: \$141,000

Source of Funds: General Capital Improvement Fund
- Lowell Blvd Corridor Enhancement Project

Policy Issue

Should the City contract for planning and engineering services for another phase of the Lowell Boulevard corridor improvements under a negotiated contract with SEH, Inc?

Alternative

City Council could require that proposals be invited from several engineering design firms under the City's more common procedure for awarding contracts. In this case, City staff is not recommending that approach. Several years ago, SEH successfully participated in a competitive proposal process to provide overall planning and engineering studies for the 73rd Avenue and Lowell Boulevard corridors in South Westminster. Subsequently, they provided engineering design and construction management services for two phases of Lowell Boulevard, most recently the reach between 75th Avenue and 77th Avenue. Their familiarity with the corridor in terms of knowledge of the existing infrastructure and the adopted enhancement concepts is a significant advantage over any other potential candidate at this point. In addition, the members of SEH's design team remain the same as in those initial projects, so important continuity comes with this group.

SEH's proposed fees for the new design effort are within the range of those that would be received if competitive proposals were sought. While some other firms might propose lower fees, their lack of familiarity with the project would invite compromised effort or the need for change orders later. A longer design process would also be likely.

Finally, the possibility of constructing the next phase of the Lowell Boulevard improvements in 2009 would be lost if the design assignment was opened up to competitive proposals. The screening process would take four to eight weeks and delay the advertisement for bids on a construction contract to mid-summer, making completion in 2009 unlikely. Such a delay in the construction of the improvements to Lowell Boulevard could present significant problems in 2010 due to the fact that the Colorado Department of Transportation (CDOT) is currently planning to reconstruct the 80th Avenue Bridge over US 36 early that year.

Background Information

The Lowell Boulevard corridor enhancements continued in 2008 with a reconstruction project located between 75th Avenue and 77th Avenue. The next phase of the Lowell Boulevard Enhancement Project is intended to cover the area located between 77th Avenue and Turnpike Drive, just south of the US 36 bridge over Lowell Boulevard. In 2008, Xcel Energy and other utility providers relocated their overhead facilities underground in this portion of the corridor, making way for new paving and curbs, the replacement of existing sidewalks with wider versions separated from the street by a buffer of pavers, decorative lighting and street trees where possible. The proposed reconstruction of Lowell Boulevard from 77th Avenue to the US 36 overpass will continue the themes developed in previous projects.

As part of this phase, the unconventional intersection of 78th Avenue and the misaligned legs of Turnpike Drive with Lowell Boulevard will be rebuilt in a more practical four-legged configuration, aligning the east and west legs of Turnpike Drive and directing 78th Avenue to a realigned Turnpike Drive. This intersection has long been a problem for motorists and has a higher than normal accident rate due to the odd layout.

The engineering consulting firm of SEH is being recommended to provide design engineering services for this next phase of the project. They provided similar services for the two projects that rebuilt Lowell from 73rd Avenue to 75th Avenue in 2006 and the 75th Avenue to 77th Avenue project that was completed in 2008. They are teamed with the landscape architecture firm of Terrasan, Inc., which is responsible for the development of most of the landscape concepts that have been applied to Lowell Boulevard and the historic 73rd Avenue corridor. The SEH team is essentially the same as was in place at the outset of the improvements projects in this area, a “plus” in terms of familiarity with the corridor. Their performance on the previous projects has been good, and they are available to begin the design work immediately, which potentially sets the stage for construction in 2009 if funding becomes available and can be committed to that purpose.

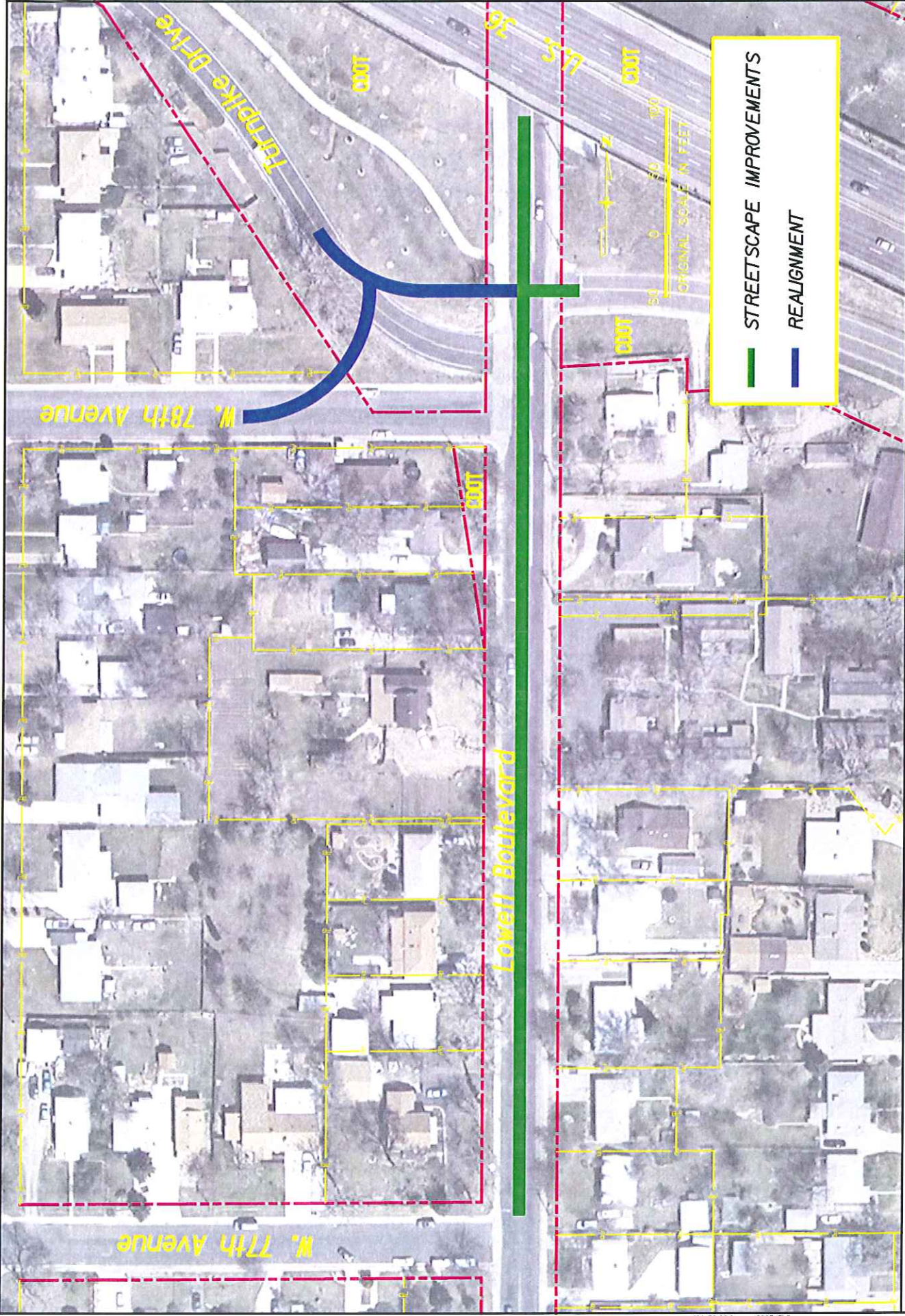
City Staff and SEH have developed a scope of work for the planning, design engineering and preparation of construction documents at an estimated fee that would not exceed \$109,000. This is fair level of compensation for this effort and would certainly fall in the range of fees received if proposals were requested from other firms qualified to perform the design engineering. As mentioned above, SEH brings significant experience and capacity to perform this assignment by virtue of their involvement in the development of the improvement concepts in the Lowell Boulevard corridor and their performance in other contracts for the City. For these reasons, City staff is recommending that the contract for design engineering be awarded to SEH on the basis of a negotiated scope of services and fees.

In addition to the design engineering costs, an estimated \$20,000 will be needed for right-of-way acquisition and a contingency of \$12,000 is also recommended for this phase of the project. Council approval of a total of \$141,000 for these costs is being requested.

City Staff is recommending that funds for the design of the project be transferred from the New Development Participation Capital Improvement Project into the Lowell Boulevard Corridor Enhancement Project. The adopted 2009 budget included a total of \$200,000 in the New Development Participation Project on the belief that the City’s share of the cost of McStain Homes’ construction of 98th Avenue west of Sheridan Boulevard would be due in 2009. This work has been delayed due to the developer’s difficulty in moving forward with the Hyland Village project. When the City’s commitment to reimburse McStain for the construction of 98th Avenue becomes necessary in the future, the funding will be planned and budgeted at that time.

Respectfully submitted,

J. Brent McFall
City Manager



LOWELL BLVD.
STREETSCAPE IMPROVEMENTS
 FROM 77TH AVENUE TO US HWY 36



TERRASAN
 PLANNING & LANDSCAPE ARCHITECTURE
 1000 Illinois Street, Suite 80218
 Denver, Colorado
 Phone: (303) 331-1717 Fax: (303) 331-1815



2637 Midpoint Drive, Suite E
 Fort Collins, CO 80525
 (o) 970.484.3611 (f) 970.484.4118





Agenda Item 9 A

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
January 26, 2009



SUBJECT: Resolution No. 1 re Reappointments to Boards and Commissions

Prepared By: Linda Yeager, City Clerk

Recommended City Council Action

Adopt Resolution No. 1 reappointing members whose terms expired December 31, 2008, to two-year terms and appointing alternate members to regular membership, where applicable, on the Board of Adjustment, the Board of Building Code Appeals, the Environmental Advisory Board, the Historic Landmark Board, the Human Services Board, the Open Space Advisory Board, the Parks, Recreation and Libraries Advisory Board, the Personnel Board, the Planning Commission, the Special Permit and License Board, and the Transportation Commission.

Summary Statement

- City Council action is requested to reappoint citizens who are serving as members of the aforementioned City Boards and Commissions whose terms of appointment expired on December 31, 2008, and to appoint alternate members to regular membership where vacancies exist.
- All affected Board members were contacted to determine interest and willingness to continue serving. New terms are for periods of two years.
- Other vacancies on City Boards and Commissions will be filled at a later date after City Council has had the opportunity to conduct interviews with interested Westminster citizens.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

Does City Council want to reappoint those individuals on Boards and Commissions whose terms of office expired on December 31, 2008, and fill vacancies through the appointment of alternate members to regular membership?

Alternative

None identified

Background Information

The terms of office of four members on the Board of Adjustment expired on December 31. Christopher Beall, Tim McClung, Henry Sand, and George Werkmeister are interested in being reappointed to the Board, and their reappointments will allow for the Board to function with a full complement of members.

The terms of office of three members of the Board of Building Code Appeals expired on December 31. James Black, Emma Pinter, and Delbert Ragland would like to be reappointed. With these appointments, there are no vacancies on this Board.

The terms of four Environmental Advisory Board members expired December 31. Belinda Butler-Veytia, Michele Christiansen, Denise Dillinger, and M. Shawn Wallace would like to be reappointed to the Board. With these appointments, there are no vacancies on this Board.

The terms of office of Kaaren Hardy, Patti Kinnear, April Luber and Bill Teter of the Historic Landmark Board expired on December 31. Ms. Hardy, Ms. Kinnear and Mr. Teter wish to be reappointed, and April Luber resigned due to increased work demands. If adopted, the attached resolution names Dan Gossert, the alternate, to the regular member office that Ms. Luber held, and the vacancy in the alternate member will be filled at a later date.

The terms of office of three Human Services Board members expired December 31. Aurita Apodaca, Samantha Dixon, and Kathleen Dodaro would like to be reappointed. There is a full complement of members on this Board.

The terms of Marley Steele-Inama and Randal Whorton on the Open Space Advisory Board expired December 31, and both would like to be reappointed. The attached resolution, if adopted, will appoint the current alternate, Sarada Krishnan, to the vacancy created by the October passing of Charles Jacoby, a 15-year veteran of this Board and its then Chairman. The alternate membership on this Board will be filled at a later date.

The terms of office of three members on the Parks, Recreation and Libraries Advisory Board expired at year end. Stephanie Bingham, Ronald Dickerson, and Catherine Payne wish to be reappointed. Additionally, Mike Angel resigned his membership due to increased job-related travel. If adopted, the attached resolution names the current alternate, Mary Litwiler, to fill the vacancy created by Mr. Angel's resignation. The alternate member vacancy on this Board can be filled at a later date.

The terms of office of Margaret Rivera and Betty Whorton on the Personnel Board expired on December 31. Both would like to be reappointed. With these appointments, there are no vacancies on this Board.

The terms of five members of the Planning Commission expired on December 31. Donna Alengi, Donald Anderson, Jerry English, Mike Litzau, and Joe McConnell would like to be reappointed. With these appointments, there are no vacancies on the Planning Commission.

The terms of office of three members of the Special Permit and License Board expired on December 31. Michael Borchlewicz, Corey Ciocchetti, and John Velasquez have all expressed interest in being reappointed. With these appointments, there are no vacancies on this Board.

The terms of office of four Transportation Commission members expired on December 31. Jerry Cunningham would like to be reappointed. Sean Hiller and JoAnn Vondracek submitted their resignations, and Beverly Wheeler has moved from the community. If adopted, the attached resolution names Skeet Hartman, the current alternate member, to regular membership to fill one of these vacancies. There are three vacancies on this Board to be filled at a later date.

Council's strategic goals for a Safe & Secure Community, a Financially Sustainable City Government Providing Exceptional Services, a Strong, Balanced Local Economy, a Beautiful & Environmentally Sensitive City and Vibrant Neighborhoods & Commercial Areas are upheld and strengthened through the decisions and recommendations advanced by the citizen members of the City's Boards and Commissions.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

RESOLUTION

RESOLUTION NO. **1**

INTRODUCED BY COUNCILLORS

SERIES OF 2009

**CITY OF WESTMINSTER BOARD AND COMMISSION REAPPOINTMENTS
AND NEW APPOINTMENTS**

WHEREAS, Each member of the City's 12 Boards and Commissions whose term expired on December 31, 2008 has been contacted and a number of them have confirmed a desire to be re-appointed to the Board where they are currently serving; and

WHEREAS, It is important to have each City Board or Commission working with its full complement of members to carry out the business of the City of Westminster with citizen representation; and

WHEREAS, Vacancies exist because Sean Hiller and JoAnn Vondracek of the Transportation Commission, April Lubert of the Historic Landmark Board and Mike Angel of the Parks, Recreation & Libraries Advisory Board resigned; Beverly Wheeler of the Transportation Commission has moved from the City; and Charles Jacoby, a long-time member of the Open Space Advisory, passed away in October.

NOW THEREFORE, be it resolved that the City Council of the City of Westminster does hereby reappoint the following individuals to the City of Westminster Board or Commission listed below with the terms of office to expire December 31, 2010.

BOARD/COMMISSION	NAMES OF RE-APPOINTEES
Board of Adjustment	Christopher Beall, Tim McClung, Henry Sand, and George Werkmeister
Board of Building Code Appeals	James C. Black, Emma Pinter, and Delbert Ragland
Environmental Advisory Board	Belinda Butler-Veytia, Michele Christiansen, Denise Dillinger, and M. Shawn Wallace
Historic Landmark Board	Kaaren Hardy, Patti Kinnear, and Bill Teter
Human Services Board	Aurita Apodaca, Samantha Dixion, and Kathleen Dodaro
Open Space Advisory Board	Marley Steel-Inama and Randal Whorton
Parks, Recreation and Library Advisory Board	Stephanie Bingham, Ronald Dickerson, and Catherine Payne
Personnel Board	Margaret Rivera and Betty Whorton
Planning Commission	Donna Alengi, Donald Anderson, Jerry English, Michael Litzau, and Joe McConnell
Special Permit and License Board	Michael Borchlewicz, Corey Ciocchetti, and John Velasquez
Transportation Commission	Jerry Cunningham

The following appointments of alternate members are being made to fill vacancies in regular memberships with terms of appointment to expire December 31, 2010.

BOARD/COMMISSION	NAMES OF APPOINTEES
Historic Landmark Board	Dan Gossert
Open Space Advisory Board	Sarada Krishnan
Parks, Recreation & Libraries Advisory Board	Mary Litwiler
Transportation Commission	Skeet Hartman

PASSED AND ADOPTED this 26th day of January, 2009.

ATTEST:

Mayor

City Clerk



Agenda Item 10 A

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
January 26, 2009



SUBJECT: Resolution No. 2 re Spring 2009 Adams County Open Space Grant Application

Prepared By: Heather Cronenberg, Open Space Coordinator

Recommended City Council Action:

Adopt Resolution No. 2 authorizing the Department of Community Development to pursue a grant with Adams County Open Space during the 2009 spring cycle for the acquisition of the DePalma parcel.

Summary Statement

- Staff wishes to pursue the acquisition of the DePalma property for open space (see vicinity map). A separate agenda memo will be brought to Council for approval of the acquisition.
- The Department of Community Development wishes to pursue a grant from Adams County Open Space for funding assistance with the DePalma acquisition.
- Staff recommends requesting up to \$540,000 for a grant to match open space bond funds to assist with the acquisition of the 6.59-acre DePalma property, located at 7370 Sheridan Boulevard. Staff has negotiated a tentative purchase price of \$1,300,000 contingent upon the approval of Council. Acquisition of this property for open space will open up views to the Little Dry Creek valley from Sheridan Boulevard and provide more open space in south Westminster.
- The Open Space Advisory Board considers the acquisition of the DePalma property a high priority and recommends this purchase.

Expenditure Required: Matching funds estimated at \$760,000

Source of Funds: Open Space Bond Funds

Policy Issue

Should the City attempt to seek assistance for the acquisition of this property by pursuing grant monies from the Adams County Open Space Grant Program?

Alternative

Council could choose not to pursue additional funding for this acquisition and use Open Space Bond Funds for the entire purchase amount. However, Staff recommends attempting to secure additional funding for this acquisition through this grant opportunity to allow for open space acquisition assistance.

Background Information

The Department of Community Development has been successful in applying for and receiving grants from a variety of sources in the past. In recent years, the City has received grant money from Adams County Open Space for park and trail development projects as well as open space acquisitions. The City has developed a strong partnership with Adams County in its successful use of these grant funds. Recent Adams County grants include: two grants for a total amount of \$950,000 for the Doulos Ministries open space acquisition in the Fall of 2007 and the spring of 2008; two grants in the spring of 2007 for Cheyenne Ridge Park and Big Dry Creek Park for \$80,000 and \$500,000 respectively; a 2005 grant in the amount of \$600,060 for Westfield Village Park; a 2005 grant in the amount of \$775,000 for Tanglewood Creek Open Space Acquisition; and three grants in 2003 and 2004 for the Metzger Farm Open Space Acquisition totaling \$1,502,500.

The City has been negotiating to purchase the 6.59-acre DePalma property for open space for several years. The property is zoned for office development and has been appraised for this use. The appraisal valued the property at \$1,080,000. However, the owners would not accept this price as they believe the property is worth more than this amount. City Staff reviewed comparison sales that were not included in the appraisal. After reviewing these sales and after much negotiation, the Seller agreed to a tentative price of \$1,300,000 for the property. Staff believes that even though this is over the appraised value, it is in the City's best interest to purchase the property at this time. There is a possibility that the value of this property could go up in future years as the development of the Shoenberg Farm area continues across the street.

The DePalma property is a high priority acquisition for the City's Open Space Advisory Board. This property is located along Little Dry Creek in south Westminster. Acquisition of this parcel will open up the views to the Little Dry Creek valley from Sheridan Boulevard. It will also provide badly needed open space for south Westminster. The Little Dry Creek trail is located to the east of this property. This acquisition will widen the open space area that is currently buffering Little Dry Creek along Sheridan Boulevard. The existing single family home on site would be demolished and the land will be revegetated once the City purchases it for open space.

This grant request supports the City's Strategic Plan Goals of "Financially Sustainable City Government" and "Beautiful City" by increasing revenues that support defined City projects and by providing the City with increased open space.

Respectfully submitted,

J. Brent McFall
City Manager
Attachments
Resolution
Vicinity Map

RESOLUTION

RESOLUTION NO. 2

INTRODUCED BY COUNCILLORS

SERIES OF 2009

**A RESOLUTION
AUTHORIZING SUBMITTING A GRANT REQUEST FOR THE
2009 ADAMS COUNTY OPEN SPACE GRANT PROGRAM**

WHEREAS, Adams County has established a local government grant application process to assist municipalities and special districts within the County with the development of recreation capital improvements and open space acquisition; and

WHEREAS, The City of Westminster has a strong interest in purchasing the DePalma property for Open Space and;

WHEREAS, grant money received from Adams County would significantly assist with the acquisition of this property.

WHEREAS, grant money received from Adams County would reduce the amount of money needed from the Open Space Bond Funds to purchase this property.

NOW, THEREFORE, the Westminster City Council hereby resolves that City of Westminster Staff submit a grant application to the Adams County Open Space Grant program for the spring funding cycle of 2009, requesting funding in the amount of up to \$540,000 for the DePalma acquisition.

PASSED AND ADOPTED this 26th day of January, 2009.

ATTEST:

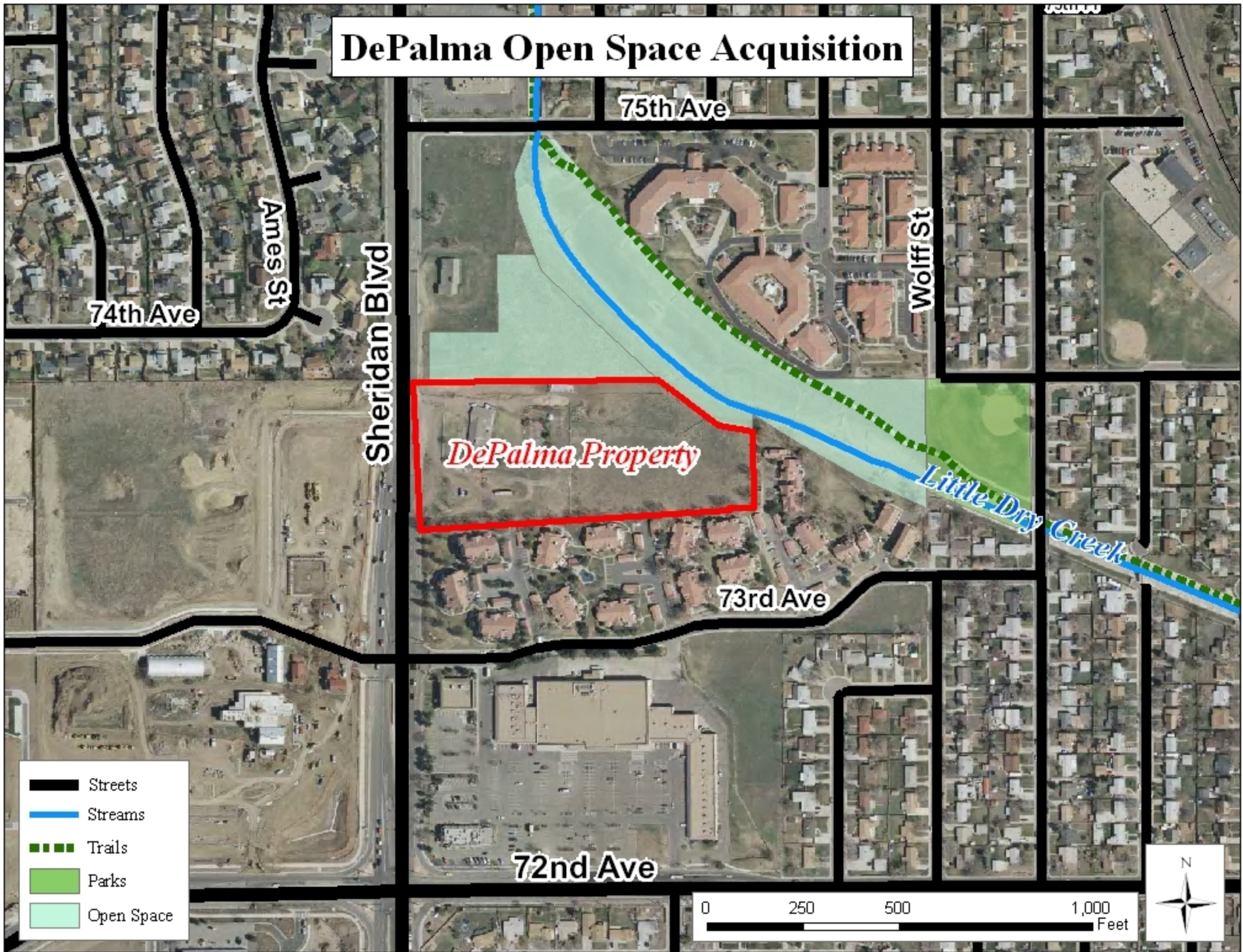
Mayor

City Clerk

APPROVED AS TO LEGAL FORM

City Attorney's Office

DePalma Open Space Acquisition





Agenda Item 10 B

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
January 26, 2009



SUBJECT: Resolution No. 3 re Intergovernmental Agreement with the State of Colorado re Historic Preservation Grant for Shoenberg Farm Dairy Barn Rehabilitation

Prepared By: Vicky Bunsen, Community Development Programs Coordinator

Recommended City Council Action

Adopt Resolution No. 3 authorizing the City Manager to execute an intergovernmental agreement with the State of Colorado concerning the use of State Historical Fund grant funds awarded to the City of Westminster for the Shoenberg Farm dairy barn rehabilitation.

Summary Statement

- The City has applied for and has been awarded a grant in the amount of \$300,000 from the State Historical Fund for the Shoenberg Farm dairy barn rehabilitation, located at 5202 73rd Avenue west of Sheridan Boulevard.
- In order to complete this acquisition, the City is required to contribute a 25% cash match of up to \$117,879.
- The cash match will be borrowed from the Colorado Historical Foundation. The annual debt service for the interest on this loan was approved as part of the 2009 budget.
- To regulate the use and accounting of the funds the State of Colorado requires intergovernmental agreements (IGAs) to be executed before funds are disbursed.

Expenditure Required: \$417,879

Source of Funds: \$300,000 – State Historical Fund
\$117,879 – Colorado Historical Foundation

Policy Issue

Should City Council authorize an IGA with the State of Colorado concerning the use of State Historical Fund grant money awarded for the rehabilitation of the Shoenberg Farm dairy barn?

Alternative

Do not enter into the IGA with the State of Colorado and decline the grant money awarded by the State Historical Fund for the City historic preservation project. Staff does not recommend this alternative as no other funding is available to complete the rehabilitation of the Shoenberg Farm dairy barn.

Background Information

The attached intergovernmental agreement with the State Historical Fund (SHF) would provide a grant of \$300,000 for the exterior and structural rehabilitation of the Shoenberg Farm dairy barn and requires a City cash match of up to \$117,879. The grant and cash match were based on cost estimates developed one year ago. It is anticipated that bids may be received in 2009 that are lower than the proposed project budget.

The City will be acquiring two parcels at Shoenberg Farm, containing seven structures, within the next few weeks. The dairy barn rehabilitation is the first project planned for this group of historic buildings. Grant awards have also been given for construction drawings for the rehabilitation of the milk and ice house and the concrete silo. These grant contracts will be presented to City Council in the future for approval. The State Historical Fund has thus far awarded five grants for Shoenberg Farm, totaling \$853,516.

This grant award is the result of several years of effort, including the negotiation of a two-year option agreement with the Shoenberg Farm owner and commercial developer, which expired January 11, 2009, and historic structure assessments on eight of the ten remaining farm buildings. These steps have allowed the City to develop a plan that will help preserve most of the Shoenberg Farm buildings and provide a basis for future adaptive re-use of the buildings by the private sector.

The IGA consists of a State-prescribed format that is used with all State Historical Fund projects and it has been reviewed by the City Attorney's Office.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

- Resolution
- Contract

RESOLUTION

RESOLUTION NO. **3**

INTRODUCED BY COUNCILLORS

SERIES OF 2009

**A RESOLUTION
AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE
STATE OF COLORADO CONCERNING THE USE OF A
GRANT FOR THE REHABILITATION OF THE SHOENBERG FARM DAIRY BARN**

WHEREAS, the City of Westminster has been awarded the following grant from the State Historical Fund of the Colorado Historical Society in support of an historic preservation project within the City:

Shoenberg Farm Partial Acquisition - \$300,000

WHEREAS, the State of Colorado requires Intergovernmental Agreements to be executed before funds are disbursed, which contracts regulate the use of funds and for the grant award.

NOW, THEREFORE, the City Council of the City of Westminster resolves that the City Manager is authorized to execute and carry out the provisions of the attached Intergovernmental Agreement with the State of Colorado concerning the use of a grant for historic preservation purposes awarded to the City.

PASSED AND ADOPTED this 26th day of January, 2009.

Mayor

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney's Office

Department or Agency Name
Colorado Historical Society
Department or Agency Number
GCA
Routing Number
APPROVED WAIVER FORM #37-C/ESMT

CONTRACT #2009-01-021

THIS CONTRACT, Made this _____ day of _____, _____, by and between the State of Colorado for the use and benefit of the Department of Higher Education, Colorado Historical Society, 1300 Broadway, Denver, Colorado 80203, hereinafter referred to as the State and/or the Society, and the City of Westminster, 4800 West 92nd Avenue, Westminster, Colorado 80031, hereinafter referred to as the "Contractor",

WHEREAS, authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for encumbering and subsequent payment of this Contract under Encumbrance Number _____ in Fund Number 401, Appropriation Account 401 and Organization SHFG; and

WHEREAS, required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

WHEREAS, Article 12-47.1-1201 of the Colorado Revised Statutes and Subsection (5) (b) (III) of Section 9 of Article XVIII of the state constitution, provide for the annual distribution of monies from the State Historical Fund; and

WHEREAS, the Contractor is eligible in accordance with law to receive a State Historical Fund preservation grant award for acquisition and development projects with cumulative grant awards over \$10,000; and

WHEREAS, this Contract (hereinafter "Contract" or "Agreement") sets forth the Scope of Work, Budget and List of Submittals, hereinafter referred to as the "Project"; and

WHEREAS, the Contractor is a public entity and the owner in fee simple of certain real property in Jefferson County, Colorado, which property has been listed in a listing of local landmarks as the Shoenberg Farm - Dairy Barn located at 7231 Sheridan Boulevard, Westminster, Colorado, hereinafter referred to as the "Property," and which Property is more particularly described as follows:

Lots 5 and 14A, Shoenberg Farm Commercial Center, 6th P.M., T.2 S., R. 69 W, E 1/2 of SE 1/4 of SE 1/4 of Section 36, City of Westminster, Jefferson County, Colorado

NOW THEREFORE, it is hereby agreed that:

1. The Contractor shall use funds subject to this Contract in support of **Project #2009-01-021 "Exterior Restoration and Rehabilitation"** in accordance with the *Scope of Work* attached hereto as Exhibit A, including all applicable plans and specifications developed prior to or during the contract period, which are hereby made a part of this Contract by reference.
2. **APPLICABLE STANDARDS:** The Contractor agrees that it will perform the activities and produce the deliverables listed in Exhibit C in accordance with the pertinent sections of the applicable Secretary of the Interior's *Standards for Archaeology and Historic Preservation*. Contractor shall perform any and all survey activities and submittals in accordance with the Survey Manual and How to Complete Colorado Cultural Resource Inventory Forms, Volumes I and II, June 1998 (Revised December 2001) for any and all survey activities and projects (copies of which are available through the Society).
3. **RIGHT OF USE:** All copyrightable materials and/or submittals developed or produced under this contract are subject to a royalty-free, nonexclusive, and irrevocable license to the Society to reproduce, publish, display, perform, prepare derivative works or otherwise use, and authorize others to reproduce, publish, display, perform, prepare derivative works, or otherwise use, the work or works for Society and/or State Historical Fund purposes.
4. **CONTRACT EFFECTIVE DATE:** The term of this Contract shall be from February 20, 2009 through August 20, 2010.

The performance of the work must be commenced within sixty (60) days of the Contract beginning date unless a longer period is approved in writing by the State Historical Fund Administrator. The performance of the work *must* be completed no later than **thirty (30) days prior to the Contract ending date.**

5. **COMPENSATION AND METHOD OF PAYMENT:** In consideration of the project described in Exhibit A and subject to on time delivery of completion of the milestones contained in the *List of Submittals* set forth in Exhibit C, the State shall pay to the Contractor a grant not to exceed three hundred thousand dollars (\$300,000.00).

Unless otherwise specified in Exhibit C, the State shall advance forty-percent (40%) of the total grant amount, less Easement costs if applicable, upon proper execution of this contract and upon submission of a SHF Payment Request, fifty-percent (50%) will be paid to the Contractor upon submission and approval of the Interim *SHF Financial Report*. The remaining ten-percent (10%) of the grant amount shall be paid following Contractor's submission and the State's approval of the *Final SHF Financial Report* and *SHF Payment Request Form (Attachments 1 and 2)*. All payments are subject to the satisfactory completion of milestones described in Exhibit C and submission by Contractor of either documented proof or certification of expenditures with each financial report.

Expenditures incurred by the Contractor prior to execution of this Contract are not eligible expenditures for State reimbursement. If the Project involves matching funds the SHF may allow prior expenditures in furtherance of the *Scope of Work* to be counted as part of such matching funds.

6. **EASEMENT:** If required, in the sole discretion of the State, the provisions in the following paragraph are hereby incorporated into this agreement:

Easement Required: Yes No

_____ Initials/State

_____ Initials/Grantee

_____ Initials/Property Owner

- a. Grantee shall place or cause to be placed on the property title a perpetual easement, which easement shall be transferred to an organization qualified to hold easements of this kind under Section 170(h)(3) of the Internal Revenue Code and Internal Revenue Service Regulations, Section 1.170A-14(c).
- b. The easement shall, at a minimum, prohibit any alteration of the premises, which would affect the exterior appearance of the property unless first authorized by the easement holding organization with appropriate exceptions to permit routine maintenance. Other necessary language shall protect the interests of the easement holding organization in the event of damage to the property, and shall further require that the easement be transferred to a similar organization in the event that the selected organization becomes unable for any reason to perform its obligations pursuant to the easement agreement.
- c. Grantee agrees that the easement form and any associated costs shall be subject to the approval of the State.
- d. Subsequent to its transfer, this easement shall remain in place in accordance with the terms of the easement agreement, and no action taken by the State to recapture all or any portion of the grant award pursuant to paragraph 19 shall affect the status of the easement.
7. **ACCOUNTING:** At all times from the effective date of this Contract until completion of this Project, the Contractor shall maintain properly segregated books of State funds, matching funds, and other funds associated with this Project. All receipts and expenditures associated with said Project shall be documented in a detailed and specific manner, and shall accord with the *Budget* set forth in Exhibit B. Contractor may adjust budgeted expenditure amounts up to ten percent (10%) within said Budget without approval of the State and document the adjustments in the next financial report. Adjustments of budget expenditure amounts in excess of ten percent (10%) must be authorized by the State. In no event shall the State's total financial obligation exceed the amount shown in Paragraph 5 above. Interest earned on funds advanced by the State shall be applied to eligible project expenditures, and will be deducted from the final payment.
8. **AUDIT:** The State or its authorized representative shall have the right to inspect, examine, and audit Contractor's records, books, and accounts, including the right to hire an independent Certified Public Accountant of the State's choosing and at the State's expense to do so. Such discretionary audit may be called for at any time and for any reason from the effective date of this Contract until three (3) years after the date final payment for this Project is received by the Contractor provided that the audit is performed at a time convenient to the Contractor and during regular business hours.
9. **PARTIES RELATIONSHIP:** CONTRACTOR IS A GRANTEE AND NOT AN EMPLOYEE OR AGENT OF THE STATE. CONTRACTOR SHALL HAVE NO AUTHORITY, EXPRESS OR IMPLIED, TO BIND THE STATE TO ANY AGREEMENTS OR UNDERSTANDINGS WITHOUT THE EXPRESS WRITTEN CONSENT OF THE STATE. THE CONTRACTOR REPRESENTS THAT IT HAS OR SHALL SECURE AT ITS OWN EXPENSE ALL PERSONNEL BY THE CONTRACTOR UNDER THIS CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING WORKMEN'S COMPENSATION COVERAGE AND UNEMPLOYMENT COMPENSATION COVERAGE FOR ALL OF ITS EMPLOYEES TO THE EXTENT REQUIRED BY LAW, AND FOR ENSURING THAT ALL SUBCONTRACTORS MAINTAIN SUCH INSURANCE. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX WITHHOLDING. ALL OF THE SERVICES REQUIRED HEREUNDER SHALL BE PERFORMED BY THE CONTRACTOR OR UNDER ITS SUPERVISION.

10. REPRESENTATIVES AND NOTICES: All notices required to be given by the parties hereunder shall be given by certified or registered mail to the individuals at the addresses set forth below, who are also the designated representatives for the project. Any party may from time to time designate in writing substitute addresses or persons to whom such notices shall be sent.

To the State: Steven W. Turner
Director
Colorado Historical Society
State Historical Fund
225 East 16th Avenue, Suite 260
Denver, Colorado 80203-1620

To the Contractor: Ms. Vicky Bunsen
Community Development Programs Coordinator
City of Westminster
4800 West 92nd Avenue
Westminster, Colorado 80031

11. ADA COMPLIANCE: The Contractor assures the State that at all times during the performance of this contract no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor upon which assurance the State relies. Further, all real property improvements shall conform to applicable ADA requirements.
12. DISSEMINATION OF ARCHAEOLOGICAL SITE LOCATIONS: Contractor agrees to provide the Society with copies of any archaeological surveys developed during the course of, or under a project financed either wholly or in part by the Society. Contractor agrees to otherwise restrict access to such archaeological surveys, as well as access to any other information concerning the nature and location of archaeological resources, in strict accordance with the provisions of the Colorado Historical Society, Office of Archaeology and Historic Preservation, Dissemination of Cultural Resource; Policy and Procedures, adopted October 1991 (Revised Nov. 2002), a copy of which is available from the Society.
13. REPORTS: Contractor shall deliver project progress reports to the State every six (6) months during the project which document the progress of the Project, and *SHF Financial Reports* (Attachment 1) as described and at the times in the *List of Submittals* (Exhibit C).
14. MATCHING FUNDS: Contractor agrees to make available the necessary funds to complete the Project and provide matching funds, if applicable, in accordance with the Project Budget as set forth in Exhibit B. In the event that said matching funds become unavailable, the State may, in its sole discretion, reduce its total funding commitment to the Project in proportion to the reduction in matching funds.

If the total funding set forth in the Project Budget is not expended on completion of the Project, the State may reduce its pro-rata share of the unexpended budget.

15. CONSULTANTS/SITE VISITS: The State may:
- Review any project planning documents and methods for conformity with the applicable standards, manuals, and guidelines;
 - Make site visits as determined necessary by the State before, during and/or at the conclusion of the Project to provide on-site technical advice and to monitor progress.

Any exercise of the State's rights under this Paragraph 15 shall not relieve the Contractor of any of its Contract obligations.

16. PUBLIC ACKNOWLEDGMENT OF FUNDING SOURCE: In all publications and similar materials funded under this Contract, a credit line shall be included that reads: "This project is/was paid for in part by a State Historical Fund grant from the Colorado Historical Society." In addition, the Society reserves the right to require that the following sentence be included in any publication or similar material funded through this program: "The contents and opinions contained herein do not necessarily reflect the views or policies of the Colorado Historical Society".
17. PRESERVATION OF PROPERTY: The Contractor hereby agrees to the following for a period of ten (10) years commencing on the date of this Agreement.
- Without the express written permission of the Society, no construction, alteration, movement, relocation or remodeling or any other activity shall be undertaken or permitted to be undertaken on the Property which would alter the architectural appearance of the Property, adversely affect the structural soundness of the Property, or encroach on the open land area on the Property; provided, however, that the reconstruction, repair, or restoration of the Property, damage to which has resulted from casualty loss, deterioration, or wear and tear, shall be permitted subject to the prior written approval of The Society, provided that such reconstruction, repair, or restoration is performed according to the Secretary of the Interior's *Standards for the Treatment of Historic Properties and the Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings*, issued and as may from time to time be amended by the U.S. Secretary of the Interior, hereinafter collectively referred to as the "*Standards*". In all events, the Contractor further agrees at all times to maintain the Property in a good and sound state of repair and to maintain the Property according to the *Standards* so as to prevent deterioration of the Property.

- b. In the event of severe damage or total destruction to the Property (defined, for the purpose of this Agreement, as sudden damage or loss caused by fire, earthquake, inclement weather, acts of the public enemy, riot or other similar casualty) not due to the fault of the Contractor this Agreement shall terminate as of the date of such damage or destruction.
 - c. The Society, or a duly appointed representative of the Society, shall be permitted to inspect the Property at all reasonable times in order to ascertain if the above conditions are being observed.
 - d. To the extent authorized by law, the Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards, including costs, expenses, and attorneys fees incurred as a result of any act or omission by the property owner, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.
 - e. The provisions of this Paragraph 17 will cease to be effective upon the conveyance of an approved easement if such is required pursuant to Paragraph 6 above.
18. REMEDIES: In addition to any other remedies provided for in this contract, and without limiting its remedies otherwise available at law, the State may exercise the following remedial actions if the Contractor substantially fails to satisfy or perform the duties and obligation in this Contract. Substantial failure to satisfy the duties and obligations shall be defined to mean significant, insufficient, incorrect, or improper performance, activities, or inaction by the Contractor. These remedial actions are as follows:
- a. Suspend the Contractor's performance pending necessary corrective action as specified by the State without Contractor's entitlement to adjustment in price/cost or schedule; and/or
 - b. Withhold payment to Contractor until the necessary services or corrections in performance are satisfactorily completed in accordance with the *Standards*, the SHF Grants Manual and/or the terms and conditions of this Contract; and/or
 - c. Request the removal from work on the contract of employees or agents of the Contractor whom the State justifies as being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment on the contract the State deems to be contrary to the public interest or not in the best interest of the State; and/or
 - d. Deny payment for those services or obligations which have not been performed and which due to circumstances caused by the Contractor cannot be performed, or if performed would be of no value to the State. Denial of the amount of payment must be reasonably related to the value of work or performance lost to the State; and/or
 - e. Declare all or part of the work ineligible for reimbursement; and/or
 - f. In the event of a violation of this Agreement, and in addition to any remedy now or hereafter provided by law, the Society may, following reasonable notice to the Contractor institute suit to enjoin said violation or to require the restoration of the Property to its condition at the time of this Agreement or condition at the time of the most recent satisfactory inspection by the Society. The Society shall be entitled to recover all costs or expenses incurred in connection with such a suit, including all court costs and attorney's fees.
 - g. Terminate the contract for default.
19. CUMULATIVE EFFECT: The above remedies are cumulative and the State, in its sole discretion, may exercise any or all of them individually or simultaneously.
20. TERMINATION OF CONTRACT FOR DEFAULT: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the State shall, in addition to other remedies, thereupon have the right to terminate this Contract for default by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, products, submittals, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, Contractor shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the Contract by the Contractor, and the State may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the State from the Contractor are determined.

21. TERMINATION BY STATE: The State may terminate this Contract at any time the State determines that the purposes of the distribution of State monies under the Contract would no longer be served by completion of the Project. The State shall effect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials paid for with State funds shall, at the option of the State, become its property. If the Contract is terminated by the State as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made. Provided, however, that if less than sixty percent (60%) of the project covered by this Contract has been completed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract

period which are directly attributable to the uncompleted portion of the project covered by this Contract. If this Contract is terminated due to the fault of the Contractor, Paragraph 20 hereof relative to termination shall apply.

22. **CHANGES:** This Contract is intended as the complete integration of all understandings between the parties, at this time, and no prior or contemporaneous addition, deletion, or other amendment hereto, including an increase or decrease in the amount of monies to be paid to the Contractor, shall have any force or effect whatsoever, unless embodied in a written contract amendment incorporating such changes executed and approved pursuant to the State's Fiscal Rules. Notwithstanding this provision, modifications to Exhibit A (Scope of Work) and/or to Exhibit C (List of Submittals) may be approved by letter of agreement, agreed to in writing by all parties, providing that no such letter of agreement may alter either the total amount of funds payable under the contract, as set forth in Paragraph 5, or the contract period, as set forth in Paragraph 4, unless such changes are embodied in a written contract amendment executed and approved pursuant to the State's Fiscal Rules.
23. **CONFLICT OF INTEREST:** Contractor agrees not to engage in any conduct, activity, or transaction related to this contract which would constitute a conflict of interest under any applicable State or Federal law.
24. **COMPLIANCE WITH APPLICABLE LAWS:** At all times during the performance of this Contract, the Contractor shall strictly adhere to all applicable Federal and State laws that have been or may hereafter be established.
25. **SEVERABILITY:** To the extent that this Contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the Contract, the terms of this Contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as waiver of any other term.
26. **BINDING ON SUCCESSORS:** Except as herein otherwise provided, this Contract shall inure to the benefit of and be binding upon the parties, or any subcontractors hereto, and their respective successors and assigns.
27. **ASSIGNMENT:** No party, nor any subcontractors hereto, may assign its rights or duties under this Contract without the prior written consent of the other parties.
28. **SURVIVAL OF CERTAIN CONTRACT TERMS:** Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract and the exhibits and attachments hereto which may require continued performance of compliance beyond the termination date of the contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Contractor or its subcontractors.
29. **BOND REQUIREMENT:** If this contract involves the payment of more than fifty thousand dollars for the construction, crection, repair, maintenance, or improvement of any building, road, bridge, viaduct, tunnel, excavation or other public work for this State, the Contractor shall, before entering upon the performance of any such work included in this contract, duly execute and deliver to the State official who will sign the contract, a good and sufficient bond or other acceptable surety to be approved by said official in a penal sum not less than one-half of the total amount payable by the terms of this contract. Such bond shall be duly executed by a qualified corporate surety conditioned upon the faithful performance of the contract and in addition, shall provide that if the Contractor or his subcontractors fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender or other supplies used or consumed by such Contractor or his subcontractor in performance of the work contracted to be done or fails to pay any person who supplies rental machinery, tools, or equipment in the prosecution of the work the surety will pay the same in an amount not exceeding the sum specified in the bond, together with interest at the rate of eight per cent per annum. Unless such bond is executed, delivered and filed, no claim in favor of the Contractor arising under such contract shall be audited, allowed or paid. A certified or cashier's check or a bank money order payable to the Treasurer of the State of Colorado may be accepted in lieu of a bond. This provision is in compliance with CRS 38-26-106.

SPECIAL PROVISIONS

(The Special Provisions apply to all contracts except where noted in italics.)

1. **CONTROLLER'S APPROVAL.** CRS 24-30-202 (1).
This contract shall not be deemed valid until it has been approved by the Colorado State Controller or designee.
2. **FUND AVAILABILITY.** CRS 24-30-202(5.5).
Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
3. **INDEMNIFICATION.**
Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.
[Applicable Only to Intergovernmental Contracts] No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS 24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.
4. **INDEPENDENT CONTRACTOR.** 4 CCR 801-2.
Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither contractor nor any agent or employee of contractor shall be or shall be deemed to be an agent or employee of the state. Contractor shall pay when due all required employment taxes and income taxes and local head taxes on any monies paid by the state pursuant to this contract. Contractor acknowledges that contractor and its employees are not entitled to unemployment insurance benefits unless contractor or a third party provides such coverage and that the state does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the state to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by the state) and unemployment compensation insurance in the amounts required by law and shall be solely responsible for its acts and those of its employees and agents.
5. **NON-DISCRIMINATION.**
Contractor agrees to comply with the letter and the spirit of all applicable State and federal laws respecting discrimination and unfair employment practices.
6. **CHOICE OF LAW.**
The laws of the State of Colorado, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract, to the extent that this contract is capable of execution. At all times during the performance of this contract, Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.
7. *[Not Applicable to Intergovernmental Contracts]* **VENDOR OFFSET.** CRS 24-30-202 (1) and 24-30-202.4.
The State Controller may withhold payment of certain debts owed to State agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in Article 21, Title 39, CRS; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State or its agencies, as a result of final agency determination or reduced to judgment, as certified by the State Controller.
8. **SOFTWARE PIRACY PROHIBITION.** Governor's Executive Order D 002 00.
No State or other public funds payable under this contract shall be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies that, for the term of this contract and any extensions, Contractor has in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this paragraph, the State may exercise any remedy available at law or equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.
9. **EMPLOYEE FINANCIAL INTEREST.** CRS 24-18-201 and 24-50-507.
The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract.
10. **PUBLIC CONTRACTS FOR SERVICES.** CRS 8-17.5-101. *[Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]*
Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS 8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS 8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, institution of higher education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.
11. **PUBLIC CONTRACTS WITH NATURAL PERSONS.** CRS 24-76.5-101. Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS 24-76.5-101 et seq., and (c) has produced one form of identification required by CRS 24-76.5-103 prior to the effective date of this contract.

Revised May 13, 2008

CONTRACT SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

*Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

CONTRACTOR:
(Grant Recipient)

STATE OF COLORADO
Bill Ritter, Jr., GOVERNOR

City of Westminster

Legal Name of Contracting Entity

BY: _____

Executive Director or Designee
Edward C. Nichols, President

*Signature of Authorized Officer

Colorado Historical Society

Date: _____

Date

Department of Higher Education

STATE HISTORICAL FUND

Print Name of Authorized Officer

BY: _____

Steven W. Turner, Director

Date: _____

Print Title of Authorized Officer

WAIVER CONTRACT REVIEWER

BY: _____

Contracts Officer or Designee
Janette Vigil, State Historical Fund

Date: _____

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performances or for any goods and/or services provided hereunder.

STATE CONTROLLER
David J. McDermott, CPA

BY: _____

Susan S. Riehl
CHS, Chief Financial Officer

Date: _____

Revised, June 10, 2008
X:\Document\05125119.doc
Approval/Easement: Contract C

SCOPE OF WORK

- I. **Project Purpose:** The purpose of this project is to rehabilitate the structure and exterior of the Shoenberg Farm 1911 Dairy Barn.
- II. **Scope of Work is as follows:**
 - A. Architectural & Engineering Services
 1. Conduct materials testing for masonry cleaning, replication mortar, asbestos and presence of lead paint
 2. Develop plans and specifications
 3. Develop maintenance plan
 4. Provide bidding and construction administration services
 - B. Project Management Services
 1. Monitor bid process
 2. Coordinate with consultants and contractors
 - C. Preservation Project Activities
 1. Foundation Rehabilitation
 - a. Repair foundation as needed
 - b. Provide helical piers and concrete pier caps for columns supporting steel structural reinforcement
 2. Site and Drainage Improvements
 - a. Provide archaeological monitoring as needed
 - b. Regrade to provide proper drainage away from building
 - c. Remove overgrown grasses, shrubs, trees
 3. Structural Rehabilitation
 - a. Provide steel structural reinforcement under roof in a manner to have minimal visual impact
 - b. Provide fireproofing for steel beams
 - c. Remove portion of second floor to open up view from first floor to second floor, if necessary
 4. Exterior Walls
 - a. Remove cementitious mortar joints and re-point damaged areas as needed using appropriate mortar mix
 - b. Repoint brick as needed using appropriate mortar mix
 - c. Clean exterior brick
 - d. Replace deteriorated brick as needed with matching units
 5. Roofing and Waterproofing
 - a. Install blocking, purlins, rigid insulation (R30), sheathing, moisture shield
 - b. Install new galvanized standing seam metal roof system with flashings to match existing

6. Doors
 - a. Repair, scrape, sand and paint historic doors
 - b. Recondition door hardware

7. Windows
 - a. Scrape, sand and paint historic windows
 - b. Replace broken and missing glazing
 - c. Replace all glazing compound
 - d. Repair brick sills
 - e. Replace missing screens as needed to match historic screens
 - f. Repair damaged screens
 - g. Caulk at masonry junctions

8. Interior Finishes
 - a. Replace deteriorated brick as needed with matching units
 - b. Re-point masonry walls as needed using appropriate mortar mix
 - c. Repair and refinish wood floor (second floor)
 - d. Build two staircases to provide access to second floor
 - e. Install safety railing at dormers and north side of second floor

In accordance with Section 12-47.1-12-1 C.R.S. (1999) The Limited Gaming Act which authorizes the Colorado Historical Society to administer the State Historical Fund as a statewide grants program.

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PROJECT BUDGET

TASK	GRANT REQUEST	CASH MATCH	PROJECT TOTAL
Preservation Construction Activities			
Foundation Rehabilitation (SOW IIC1) ¹			
Helical Piers (16 @ \$2,000 ea)	\$22,973	\$9,027	\$32,000
Concrete Pier Caps (16 @ \$500 ea)	\$1,436	\$564	\$2,000
Site & Drainage Improvements (SOW IIC2b) ¹			
Demolition/Grading	\$3,231	\$1,269	\$4,500
Structural Rehabilitation (SOW IIC3) ¹			
Structural Steel (13,300 lbs @ \$3/lb)	\$28,716	\$11,284	\$40,000
Fire Proofing	\$2,154	\$846	\$3,000
Demolition	\$2,872	\$1,128	\$4,000
Exterior Walls (SOW IIC4 & IIC8a&b) ¹			
Re-pointing Masonry	\$10,108	\$3,972	\$14,080
Masonry	\$5,908	\$2,322	\$8,230
Clean Brick	\$3,389	\$1,331	\$4,720
Roofing and Waterproofing (SOW IIC5) ¹			
Roofing (install blocking, purlins, insulation Sheathing, moisture barrier, galvanized metal roof system)	\$65,176	\$25,609	\$90,785
Doors (six doors) (SOW IIC6) ¹			
Doors (scrape, sand, repair)	\$3,302	\$1,298	\$4,600
Painting	\$933	\$367	\$1,300
Hardware	\$933	\$367	\$1,300
Overhead Door	\$215	\$85	\$300
Windows (22 windows) (SOW IIC7) ¹			
Glazing	\$5,465	\$2,147	\$7,612
Windows (scrape, sand, repair)	\$7,700	\$3,026	\$10,726
Screen	\$2,732	\$1,074	\$3,806
Interior Finishes (SOW IIC8) ¹			
Wood Floor	\$4,979	\$1,957	\$6,936
Stairs (2 staircases)	\$3,590	\$1,410	\$5,000
Railing	\$1,465	\$575	\$2,040
Subtotal A (Construction Hard Costs)	\$177,277	\$69,658	\$246,935
General Conditions (\$10,000/mo x 3 mos.)	\$21,537	\$8,463	\$30,000
General Contractor (12% of Subtotal A & GC's)	\$23,858	\$9,374	\$33,232
Bonding (approx. 1 to 2 %)	\$3,206	\$1,260	\$4,466
Subtotal B (Total Construction Costs)	\$225,878	\$88,755	\$314,633

Professional Services

Architects Fees (SOW IIA) ¹			
Design/Development/Construction Drawings (160 hrs @ \$85/hr)	\$9,764	\$3,836	\$13,600
Construction Administration (52 hrs @ \$90/hr)	\$3,360	\$1,320	\$4,680
Travel Reimbursement (8 trips @ 40mi/each x .46/mi)**	\$106	\$41	\$147
Structural Engineering Fees (SOW IIA) ¹			
Design/Development/Construction Drawings (60 hrs @ \$95/hr)	\$4,092	\$1,608	\$5,700
Construction Administration (30 hrs @ \$95/hr)	\$2,046	\$804	\$2,850
Travel Reimbursement (6 trips @ 60 mi/each x .46/mi)**	\$120	\$47	\$167
Project Management Fees (SOW IIB) ¹			
Owner's Representative (144 hrs @ \$75/hr)	\$7,753	\$3,047	\$10,800
Archaeologist (observation & report) (SOWII C2a) 6 days @ \$800/day	\$3,446	\$1,354	\$4,800
Maintenance plan Associate (10 hrs @ \$85/hr)	\$610	\$240	\$850
Testing (mortar, hazardous materials, compaction, concrete) 1% of Subtotal B	\$2,259	\$887	\$3,146
Related Direct Expenses (Est. allowance for postage, plan prints)	\$1,436	\$564	\$2,000
Subtotal C (Professional Services)	\$34,992	\$13,748	\$48,740
Subtotal D (Total Construction & Professional Services)	\$260,870	\$102,503	\$363,373
Grant Administration (2% of Project Total)			
City Staff Salaries & Overhead			
Management (140 hrs @ \$50/hr)	\$0	\$7,000	\$7,000
Clerical (45 hrs @ \$30/hr)	\$0	\$1,350	\$1,350
Subtotal E (Grant Administration)	\$0	\$8,350	\$8,350
PROJECT SUBTOTALS	\$260,870	\$110,853	\$371,723
Construction Contingency (15%)*	\$39,130	\$15,376	\$54,506
PROJECT TOTALS	\$300,000	\$126,229	\$426,229
GRANT/CASH MATCH	70.4%	29.6%	100%

*Contingency – Cannot be used without prior written approval by SHF staff.

** Travel – Must be within SHF allowable rates (\$80/night hotel; 39/day per diem; and \$.53 mile).

¹ SOW – Refers to Scope of Work Exhibit A task

LIST OF SUBMITTALS

<u>Project Reports</u>		
<u>Project Reports</u>	<u>Due Date</u>	<u>Society Response</u>
a. Payment Request Form (Attachment 2). Deliverables #1 - 3 below must be reviewed and approved before Advance payment is made.	N/A	Advance payment of grant award \$104,348.
b. Progress Report # 1	May 20, 2009	Review*
c. Progress Report # 2	August 20, 2009	Review*
d. Interim Financial Report (Attachment 1). Deliverables #4 - 8 below must be reviewed and approved before Interim payment is made.	August 20, 2009 **	Review & Approve. Interim payment of grant award \$130,435 PLUS any Approved Contingency.****
e. Progress Report # 3	November 20, 2009	Review*
f. Payment Request Form (Attachment 2). And invoice for Easement Update. Deliverables #16 below must be reviewed and approved before Easement Update Payment is made.	November 20, 2009	Review & Approve. Easement Update payment of \$0.
g. Progress Report # 4	February 20, 2010	Review*
h. Final Financial Report (Attachment 1)	February 20, 2010***	Review & Approve. Final Reimbursement of grant award \$26,087 PLUS any Approved Contingency.****

*At the discretion of the SHF technical staff, progress reports may not receive a response.

** Interim financial report due date is a guideline. Please submit Interim financial report when majority of advance has been expended and you are ready for the next payment.

*** Project period ends. All Deliverables due on or before this date.

****Payment breakout does not include contingency. If contingency is approved, it could be added to Interim Payment/Final Reimbursement.

PROJECT DELIVERABLES

Submit the following Project Deliverables. Deliverables # 1 - 8 must be reviewed and approved by SHF before commencement of treatments (construction).

Project Deliverables

Society Response

**City of Westminster
Exterior Restoration and Rehabilitation
Project #2009-01-021**

Exhibit C

- | | |
|--|-------------------------------|
| 1. Before/existing condition photos of areas to be treated | Review/Comment and or Approve |
| 2. Initial Consultation with SHF Historic Preservation Specialist
(within 90 days of contract start date) | Review/Comment and or Approve |
| 3. Subcontract copy - Architect | Review/Comment and or Approve |
| 4. Construction Documents/Plans and specifications | Review/Comment and or Approve |
| 5. Materials Testing Analysis & Results | Review/Comment and or Approve |
| 6. Consultant Resume – General Contractor | Review/Comment and or Approve |
| 7. Subcontract Copy – General Contractor | Review/Comment and or Approve |
| 8. Pre Construction meeting with SHF Historic Preservation Specialist | Review/Comment and or Approve |
| 9. Copies of Change Orders, if necessary | Review/Comment and or Approve |
| 10. Interim meeting with SHF Historic Preservation Specialist | Review/Comment and or Approve |
| 11. After photos of areas affected by Scope of Work | Review/Comment and or Approve |
| 12. Draft Maintenance Plan | Review/Comment and or Approve |
| 13. Two (2) copies of final Maintenance Plan | Review/Comment and or Approve |
| 14. OAHP Site Forms, if necessary | Review/Comment and or Approve |
| 15. Copy of Archaeological Report, if necessary | Review/Comment and or Approve |
| 16. Signed, Recorded Perpetual Easement update
(Easement priced with Project 2009-01-023) | Review/Comment and or Approve |

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Agenda Item 10 C

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
January 26, 2009



SUBJECT: Councillor's Bill No. 1 re Shoenberg Farm Dairy Barn Rehabilitation Grant
Supplemental Appropriation

Prepared By: Vicky Bunsen, Community Development Programs Coordinator

Recommended City Council Action

Pass Councillor's Bill No. 1 on first reading appropriating funds received from the State Historical Fund in the amount of \$300,000 for the City's rehabilitation of the Shoenberg Farm dairy barn.

Summary Statement

- City Council previously approved an intergovernmental agreement (IGA) with the State Historical Fund that awards a grant to the City in the amount of \$300,000 for the rehabilitation of the Shoenberg Farm dairy barn, located at the 5202 West 73rd Avenue west of Sheridan Boulevard.
- City Council action is needed to appropriate these grant funds.
- In order to complete this acquisition, the City is required to contribute a cash match of up to \$117,879, which will be borrowed from the Colorado Historical Foundation. The funds for annual debt service in the amount of \$15,000 were approved as part of the 2009 Budget.

Expenditure Required: \$ 300,000

Source of Funds: State Historical Fund Grant

Policy Issue

Should the State Historical Fund grant be appropriated to the Shoenberg Farm Restoration CIP account to pay for the rehabilitation of the Shoenberg Farm dairy barn?

Alternative

The alternative would be to not amend the 2009 General Capital Improvement Fund budget and decline the State Historical Fun grant money. Staff does not recommend this alternative as no other funding is available to complete the rehabilitation of the Shoenberg Farm dairy barn.

Background Information

The intergovernmental agreement with the State Historical Fund (SHF) previously approved by City Council provides a grant of \$300,000 for the rehabilitation of the Shoenberg Farm dairy barn and requires a City cash match of up to \$117,879. The funds will permit the exterior and structural rehabilitation of the two-story brick dairy barn to prepare it for future commercial use.

These appropriations will amend the General Capital Improvement Fund revenue and expense accounts as follows:

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
State Grants	7501.40620.0000	\$0	<u>\$300,000</u>	\$300,000
Total Change to Revenues			<u>\$300,000</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Shoenberg Farm Restoration CIP	80875030834.80400.8888	\$179,000	<u>\$300,000</u>	\$479,000
Total Change to Expenses			<u>\$300,000</u>	

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **1**

SERIES OF 2009

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE AMENDING THE 2009 BUDGET OF THE GENERAL CAPITAL IMPROVEMENT FUND AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2009 ESTIMATED REVENUES IN THE FUNDS

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2009 appropriation for the General Capital Improvement Fund initially appropriated by Ordinance No. 3432 is hereby increased by \$300,000. This appropriation is due to the receipt of state grant funds.

Section 2. The \$300,000 increase shall be allocated to City Revenue and Expense accounts as described in the City Council Agenda Item #10C, dated January 26, 2009 (a copy of which may be obtained from the City Clerk) increasing City fund budgets as follows:

General Capital Improvement Fund	<u>\$300,000</u>
Total	<u>\$300,000</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 PUBLISHED this 26th day of January, 2009.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 9th day of February, 2009.

ATTEST:

Mayor

City Clerk