



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. Many items have been previously discussed at a Council Study Session.

Members of the audience are invited to speak at the Council meeting. Citizen Communication (Section 7) is 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.

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. Proclamation Recognizing William E. "Bill" Cell
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. Purchase of Emergency Equipment for Eight Patrol Vehicles
 - B. City Hall Geothermal Cooling Loop Design and Contract Administration
 - C. 2014 Water Treatment Chemicals Purchase
 - D. Second Reading of Councillors Bill No. 2 Amending Lease with CDOC for 8800 Sheridan Blvd
 - E. Second Reading of Councillor's Bill No. 3 Authorizing 72nd Ave/Raleigh St Bridge Supplemental Appropriation
9. Appointments and Resignations
10. Public Hearings and Other New Business
 - A. Resolution No. 3 Establishing 2014 Recovery Contract Interest Rate
11. Old Business and Passage of Ordinances on Second Reading
 - A. Second Reading of Councillor's Bill No. 54 Authorizing Supplemental Appropriation of Brownfields Grant
12. Miscellaneous Business and Executive Session
 - A. City Council
 - B. Executive Session
 1. Discuss negotiations with the construction and design teams concerning issues related to the City Park Pool Refurbishing Project and obtain Council direction as authorized by Sections 1-11-3(C)(7) and (8), W.M.C., and Sections 24-6-402(4)(b) and (e), C.R.S.
 2. Discuss negotiations with RN Civil Construction related to the completion of the 87th and Wadsworth Lift Station Project pursuant to Sections 1-11-3(C)(7) and (8), W.M.C., and Sections 24-6-402(4)(b) and (e), C.R.S.
 3. Review and discuss city facility security measures pursuant to Section 1-11-3(C)(6), W.M.C., and Section 24-6-402(4)(d), C.R.S.
13. Adjournment

WESTMINSTER HOUSING AUTHORITY (separate agenda)

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.



WESTMINSTER
Strategic Plan
2013-2018
Goals and Objectives

STRONG, BALANCED LOCAL ECONOMY

- Maintain/expand healthy retail base, increasing sales tax receipts
- Attract new targeted businesses, focusing on primary employers and higher paying jobs
- Develop business-oriented mixed use development in accordance with Comprehensive Land Use Plan
- Retain and expand current businesses
- Develop multi-modal transportation system that provides access to shopping and employment centers
- Develop a reputation as a great place for small and/or local businesses
- Revitalize Westminster Center Urban Reinvestment Area



SAFE AND HEALTHY COMMUNITY

- Maintain citizens feeling safe anywhere in the City
- Public safety departments: well-equipped and authorized staffing levels staffed with quality personnel
- Timely response to emergency calls
- Citizens taking responsibility for their own safety and well being
- Manage disaster mitigation, preparedness, response and recovery
- Maintain safe buildings and homes
- Protect residents, homes, and buildings from flooding through an effective storm water management program



FINANCIALLY SUSTAINABLE CITY GOVERNMENT PROVIDING EXCEPTIONAL SERVICES

- Invest in well-maintained and sustainable city infrastructure and facilities
- Secure and develop long-term water supply
- Focus on core city services and service levels as a mature city with adequate resources
- Maintain sufficient reserves: general fund, utilities funds and self insurance
- Maintain a value driven organization through talent acquisition, retention, development and management
- Prepare for next generation of leaders; managers and employees.
- Maintain and enhance employee morale and confidence in City Council and management
- Invest in tools, training and technology to increase organization productivity and efficiency



VIBRANT NEIGHBORHOODS IN ONE LIVABLE COMMUNITY

- Develop transit oriented development around commuter rail stations
- Maintain and improve neighborhood infrastructure and housing
- Preserve and restore historic assets
- Have HOAs and residents taking responsibility for neighborhood private infrastructure
- Develop Westminster as a cultural arts community
- Have a range of quality homes for all stages of life (type, price) throughout the City
- Have strong community events and active civic engagement



BEAUTIFUL AND ENVIRONMENTALLY SENSITIVE CITY

- Have energy efficient, environmentally sensitive city operations
- Reduce energy consumption citywide
- Increase and maintain green space (parks, open space, etc.) consistent with defined goals
- Preserve vistas and view corridors
- A convenient recycling program for residents and businesses with a high level of participation



Mission statement: We deliver exceptional value and quality of life through SPIRIT.

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE CITY COUNCIL MEETING
HELD ON MONDAY, JANUARY 27, 2014, AT 7:00 P.M.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

Mayor Herb Atchison, Mayor Pro Tem Faith Winter and Councillors Bruce Baker, Bob Briggs, Alberto Garcia, Emma Pinter, and Anita Seitz were present at roll call. Also present were City Manager J. Brent McFall, City Attorney Martin McCullough, and City Clerk Linda Yeager.

CONSIDERATION OF MINUTES

Councillor Baker moved, seconded by Councillor Briggs, to approve the minutes of the regular meeting of January 13, 2014, as presented. The motion carried unanimously.

CITY MANAGER'S REPORT

Mr. McFall reported that a meeting of the Westminster Economic Development Authority (WEDA) Board of Directors would follow this meeting. The agenda for that meeting reflected an error in the total amount of the contracts being approved. The error was within the summary and had no impact on the proposed motion; however, the correct total contract amount was \$287,000.

After adjournment of the WEDA meeting, Council would engage in a post-meeting discussion of the 2014 Council Outreach Program. The public was welcome to attend.

COUNCIL REPORTS

Councillor Briggs appreciated the opportunity to join a large number of City employees for a Winter Escape cruise on the SPIRIT of Westminster last Saturday night. The event, held at the Westminster Westin Conference Center, allowed the City Council to reinforce its gratitude to City employees for all they did throughout the year to maintain and improve the quality of life in Westminster.

Mayor Atchison reported that the condition of the male student at Standley Lake High School, who apparently had attempted suicide earlier in the day, remained critical. No other information was available. The high school had closed for the day and would remain closed until Wednesday.

Mayor Atchison commented that the atmosphere and entertainment at the employee event on Saturday evening had been outstanding. The event was well attended by employees and their guests who all had a good time. He extended kudos to the staff involved in organizing the event and hoped another similar celebration would be held for employees next year.

EMPLOYEE LENGTH OF SERVICE AWARDS

Councillor Pinter presented 20-year length of service awards to Kathy Gibb, Bob Hose, Tom O'Neill, Laurie Rutledge, and Jay Sperry and gave each employee a pin and a plaque to mark the occasion. Mayor Atchison presented pins, plaques, and a \$2,500 check to Sean Layfield, Patti Wright, and Jerry Cinkosky in celebration of 25 years of service to the City. Councillor Baker presented pins and plaques to Steve Baumann, Roger Harshman, and Paul Spellman in recognition of 30 years of service to the City.

PROCLAMATION

Mayor Atchison announced that, due to the inclement winter weather, the proclamation to recognize William E. "Bill" Cell had been rescheduled to the February 10 Council meeting at Mr. Cell's request.

CONSENT AGENDA

The following items were submitted for Council's consideration on the consent agenda: accept the December 2013 Financial Report; accept the 4th Quarter 2013 Insurance Claims Report; approve sponsoring a grant application for Hyland Hills Park and Recreation District to the Adams County Open Space Grant Program; authorize payment of \$87,580.57 to Jefferson County for the City's 2014 assessment for construction debt repayment; based on the report and recommendation of the City Manager, determine that the public interest would best be served by authorizing the City Manager to execute a contract amendment with Burns and McDonnell Engineers Inc. in the amount of \$281,847 to provide final design services for the Northridge Tank No. 3 project, plus a contingency in the amount of \$28,185 for a total authorized expenditure of \$310,032; authorize the City Manager to execute a contract with Lidstone and Associates, Inc. in the amount of \$98,333 for the design of the 95th Avenue and Federal Boulevard Wastewater Lift Station Rehabilitation project, plus a project contingency amount of \$9,833 for a total authorized expenditure of \$108,166; authorize the City Manager to execute a contract with Carollo Engineers, Inc. in the amount of \$501,263 to provide design services for the Hydropillar and Gregory Hill Tanks Repairs, plus a contingency in the amount of \$50,126 for a total authorized expenditure of \$551,389; authorize the purchase of asphalt and crackseal materials from the low price MAPO (Multiple Assembly of Procurement Officials) bidder each quarter during 2014 in an amount not to exceed \$705,063 for asphalt and \$80,000 for crackseal materials; authorize the purchase of deicing salt from the two low bid vendors to achieve the City's desired 50/50 blend, "Rock Salt" from Independent Salt Company and "Ice Slicer" from Envirotech Services, Inc., in a total amount not to exceed \$323,000; and authorize the City Manager to enter into an intergovernmental agreement with Jefferson Academy, in substantially the same form as distributed in the agenda packet, regarding an off-campus location in a building at 7575 W. 103rd Avenue, and authorize Staff to waive, if required, the application of Section 11-1-3, Westminster Municipal Code, to the use of the building for the Summit Academy for the duration of the agreement.

No items were removed for individual consideration and Councillor Baker moved, seconded by Councillor Briggs, to approve the consent agenda as presented. The motion carried with all Council members voting in favor.

2014 APPOINTMENTS TO THE ROCKY FLATS STEWARDSHIP COUNCIL

Upon a motion by Councillor Garcia, seconded by Councillor Pinter, the Council voted unanimously to reappoint City Councillor Bob Briggs as the City's representative to the Rocky Flats Stewardship Council, Water Quality Administrator Mary Fabisiak as alternate representative, and Water Quality Specialist Cathy Shugarts as second alternate representative.

COUNCILLOR'S BILL NO. 1 MODIFYING FLOODPLAIN REGULATIONS

Councillor Baker moved, seconded by Councillor Pinter, to pass as an emergency ordinance Councillors Bill No. 1 to amend Westminster Municipal Code Title XI, Chapter 8 regarding floodplain regulations. At roll call, the motion passed unanimously.

COUNCILLOR'S BILL NO. 2 AMENDING LEASE WITH CDOC FOR 8800 SHERIDAN BOULEVARD

It was moved by Mayor Pro Tem Winter and seconded by Councillor Briggs to pass on first reading Councillor's Bill No. 2 authorizing the City Manager to sign an amendment to the original Lease Agreement between the City of Westminster, the Colorado Department of Corrections (CDOC) and the Colorado Department of Transportation (CDOT) to allow for CDOC to lease an additional 1,850 square feet of vacant space in the former Westminster Police Department building located at 8800 Sheridan Boulevard. The motion passed unanimously on roll call vote.

RESOLUTION NO. 2 AUTHORIZING SPRING 2014 ADAMS COUNTY GRANT APPLICATIONS

Councillor Pinter moved to adopt Resolution No. 2 authorizing Staff to pursue two grants from the Adams County Open Space grant program during the 2014 spring cycle in the amount of \$754,600 for the

acquisition of the 4.09-acre Johnson property located at 11645 Federal Boulevard for open space and of \$513,817 for a trail along the McKay Drainage channel and a segment of the I-25 trail connecting to the Big Dry Creek and the Tanglewood Creek trail systems, located east of Huron Street and north and south of 136th Avenue. Councillor Seitz seconded the motion and it passed unanimously on roll call vote.

RESOLUTION NO. 3 AUTHORIZING IGA WITH CDOT FOR BRIDGE REPLACEMENT

Councillor Garcia moved, seconded by Councillor Seitz, to adopt Resolution No. 3 authorizing the City Manager to execute an Intergovernmental Agreement between the City of Westminster and the Colorado Department of Transportation pertaining to a Federal grant for the replacement of the structure carrying 72nd Avenue and Raleigh Street over Little Dry Creek. At roll call, the motion passed unanimously.

COUNCILLOR’S BILL NO. 3 AUTHORIZING SUPPLEMENTAL APPROPRIATION OF GRANT FUNDS

Upon a motion by Councillor Baker, seconded by Councillor Seitz, the Council voted unanimously on roll call vote to pass on first reading Councillor’s Bill No. 3 appropriating grant monies to be received from the Colorado Department of Transportation for the 72nd Avenue/Raleigh Street Bridge Replacement Project.

Clerk’s Note: This Councillor’s Bill was numbered correctly on the agenda but incorrectly on the agenda memorandum and in the proposed motion. Councillor’s Bill No. 3 is accurate.

ADJOURNMENT

There was no further business to come before the City Council, and, hearing no objections, Mayor Atchison adjourned the meeting at 7:48 p.m.

ATTEST:

Mayor

City Clerk



Agenda Item 6 A

Agenda Memorandum

City Council Meeting
February 10, 2014

SUBJECT: Proclamation in Recognition of William E. “Bill” Cell

Prepared By: Linda Yeager, City Clerk

Recommended City Council Action

Councillor Briggs to present a proclamation to recognize William E. “Bill” Cell, the record-holding blood donor at Bonfils Blood Center.

Summary Statement

- Although only four percent of Americans donate blood, Westminster resident William E. “Bill” Cell has been donating routinely since 1969. He donated his 85th gallon on December 27, 2013, becoming Bonfils Blood Center’s undisputed highest-contributing donor.
- Mr. Cell’s goal was never to set a record, but rather to help others by giving the “Gift of Life.”

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

None identified

Alternative

None identified

Background Information

Bill Cell recently completed donating his 85th gallon of blood and holds the record of “highest-contributing donor” at the Bonfils Blood Center. Tracking of his donations began in 1969 after Thelma, his wife of 62 years, had birthed their three sons and Bill began donating with frequency. Bill history of donating blood is not over, as he continues to donate regularly at the Bonfils Blood Center. Over the years, he has learned that his blood has been the Gift of Life to cancer patients and accident victims. After the last drop of Mr. Cell’s 680th pint had dripped into a plastic bag marked “A+” at about 11 a.m. on December 27, he was honored by staff at the Center with a celebration in the staff break room.

Mr. Cell will be present to accept a proclamation in recognition of his achievement.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment – Proclamation

WHEREAS, Bill Cell made his first donation of blood in 1946 as a young sailor while serving in the United States Navy in San Francisco; and

WHEREAS, during his two-year Naval assignment, Mr. Cell and his colleagues from boot camp made repeat donations as frequently as allowed to earn a shot of bourbon and \$25 per pint at hospital donation centers ; and

WHEREAS, by 1969 Mr. Cell and his family had located in the Denver area and he resumed donating blood regularly at the Bonfils Blood Center; and

WHEREAS, the knowledge that his donations were helping save the lives of countless cancer patients and accident victims kept him returning to “the plastic donation beds” for 44 years; and

WHEREAS, on December 27, 2013, Bill Cell, at the age of 85 years, became the Bonfils Blood Center’s undisputed highest-contributing donor when the last pint of his 85th gallon of blood pumped out from his right arm.

NOW, THEREFORE, I, Herb Atchison, Mayor of the City of Westminster, Colorado, on behalf of the entire City Council and Staff do hereby proudly recognize Westminster resident

WILLIAM E. “BILL” CELL

by honoring him for the role model he is to the community for having given the “Gift of Life” to mankind throughout his lifetime and further urge the citizens of Westminster to join Mr. Cell in his humane and regular routine of donating blood.

Signed this 10th day of February, 2014.

Herb L. Atchison, Mayor



Agenda Item 8 A

Agenda Memorandum

City Council Meeting
February 10, 2014



SUBJECT: Purchase of Emergency Equipment for Eight Patrol Vehicles

Prepared By: Jeffery H. Bowman, Fleet Manager

Recommended City Council Action

Based on the results of the City of Westminster solicitation, award the purchase for emergency equipment to be installed on eight Police Department patrol vehicles to Wireless Advanced Communications in the amount of \$80,240.24.

Summary Statement

The emergency equipment that will be installed on eight Police Department patrol vehicles was previously approved and is within the amount authorized by City Council in the 2014 Public Safety Tax General Capital Outlay Replacement Fund budget. Key information on this purchase is outlined below:

- City Council approved the purchases of eight police patrol vehicles on December 9, 2013, based on the State bid award.
- In that council agenda memo, it was explained that an additional council agenda memo would be presented to Council early in 2014 to authorize the emergency equipment installation using the Colorado State bid award to Av-Tech Electronics Inc.
- After reviewing the Av-Tech Electronics quotation specific to the City of Westminster vehicles, the cost was substantially higher than anticipated. Wireless Advanced Communications, another emergency equipment installer, was solicited for a price quotation using the same specifications.
- A “Best and Final” price request was made to both vendors. Wireless Advanced Communications was determined to be a better value and is recommended for the emergency equipment installation.
- City Council previously approved \$380,000 in the 2014 Public Safety Tax General Capital Outlay Replacement Fund (GCORF) budget, of which eight cars budgeted are to be Ford Interceptors with emergency equipment to be installed after delivery and four additional rebuilt patrol vehicles.

Expenditure Required: \$80,240.24

Source of Funds: Public Safety Tax General Capital Outlay Replacement Fund

Policy Issue

Should the City proceed with the purchase of emergency equipment to be installed on eight Police Department patrol vehicles through Wireless Advanced Communications using the City of Westminster solicitation?

Alternatives

1. Reject the City of Westminster solicitation and instruct Staff to re-bid the emergency equipment to be installed on eight Police Department patrol vehicles. This alternative is not recommended because the bids were carefully evaluated and Staff believes the price quotation from Wireless Advanced Communications to be competitive and a good value to the City.
2. Do not purchase some or all of the proposed emergency equipment to be installed on eight Police Department patrol vehicles in 2014. This alternative is not recommended because eight patrol vehicles are on order with an early spring delivery date, requiring emergency equipment to be fully functional.

Background Information

As part of the 2014 budget, City Council approved the purchase of eight Police Department replacement patrol vehicles at a total cost of \$27,241 per vehicle, plus maintenance and parts manuals, bringing the total cost for eight vehicles to \$218,929.

Because the emergency equipment including; lighting, control console, push bumper, prisoner cage, seat and ready buckle straps are unique to the Ford Interceptor, the equipment cannot be transferred from the outgoing Crown Victoria. The estimated cost to outfit each Ford Interceptor with emergency equipment through Av-Tech Electronics, using the Colorado State Award was expected to be approximately \$9,000 per car. Staff requested Colorado State bid award pricing, specific to the lighting requirements of the City of Westminster Police Department. The quote from Av-Tech Electronics returned at \$11,292.19 per car. Further evaluation of the bid revealed the labor portion of the quote was \$4,250 per car. The labor cost appeared quite high. A City of Westminster request for pricing was then solicited from Wireless Advanced Communications, asking for emergency equipment that was equal to, or exceeding the equipment provided in the Av-Tech Electronics quote. Wireless Advanced Communications returned a quote for \$10,201.04. Although still higher than anticipated, the difference was nearly \$1,100 per car less, with a labor charge of only \$1,750.00. Finally, a request for “Best and Final Pricing was made to both vendors on January 21, 2014. Av-Tech Electronics returned a quote with an increased price of \$12,692.19, because a lighting promotion had expired. Wireless Advanced Communications returned a price \$10,030.03. The \$1,400 increase by Av-Tech Electronics resulted in a \$2,662.16 difference between the two vendors, per car, resulting in the recommendation to proceed with Wireless Advanced Communications as the vendor to install the emergency equipment on eight Police Department patrol vehicles. The total expenditure for the eight patrol vehicles with emergency equipment installed is \$299,169.24.

This recommended purchase meets Council’s Strategic Plan goals of Safe and Healthy Community and Financially Sustainable City Government Providing Exceptional Services by ensuring Police vehicles are dependable, maintained cost effectively and purchased at the lowest price possible.

Respectfully submitted,

J. Brent McFall
City Manager



Agenda Item 8 B

Agenda Memorandum

City Council Meeting
February 10, 2014



SUBJECT: City Hall Geothermal Cooling Loop Design and Contract Administration

Prepared By: Tom Ochtera, Energy and Facilities CIP Coordinator
Jerry Cinkosky, Facilities Manager

Recommended City Council Action

Based on the recommendation of the City Manager, find that the public interest will best be served by authorizing the City Manager to execute a sole source contract in the amount of \$57,690 with Beaudin Ganze Consulting Engineers, Inc. for the design, contract administration, and commissioning of City Hall geothermal ground-source heating and cooling system.

Summary Statement

- The existing cooling system at City Hall is coupled to the City's domestic water distribution system. This no longer meets building codes and will need to be converted to a new cooling (and heating) system prior to repair work on the domestic water system. A lifecycle cost analysis feasibility study conducted in 2013 revealed that a ground source system of deep wells in a closed loop will provide the best value to the City. Beaudin Ganze Consulting Engineers conducted this study.
- A test well was drilled in 2013 to determine the conductivity of heat through the ground. In addition, a detailed analysis of the cooling and heating needs of the 75,000 square foot City Hall was completed. The results of this testing, also overseen by Beaudin Ganze, has determined the exact size and depth of the well system sized for City Hall's specific cooling and heating needs. The system is expected to provide all of the cooling and a majority of the heating for City Hall for the least cost compared to other systems.
- Beaudin Ganze has provided a document (attached) demonstrating their expertise in geothermal well projects. Reference checks completed have been very positive. Beaudin Ganze just received a first place award by the Colorado Engineers Association for a design project that included shallow geothermal loop.
- Time is of the essence. For this project to be designed, constructed, and tested prior to required maintenance on the existing domestic water system, design work needs to begin quickly. This will afford time for the well field drilling, which is expected to take several weeks. The geothermal project is expected to be competitively bid for the construction phase.
- Beaudin Ganze's proposed fee for services is \$57,690 or about 10% of estimated construction cost. This fee includes public outreach and signage during construction to educate the public about the project. In addition, this fee includes seasonal testing and commissioning of the system at the end of the project to insure outstanding performance.

Expenditure Required: \$57,690

Source of Funds: General Capital Improvement Fund – City Hall HVAC Cooling Loop Replacement

SUBJECT: City Hall Cooling Loop Sole Source request for Consulting Services

Policy Issue

Should City Council authorize the selection of Beaudin Ganze Consulting Engineers for the design, contract administration, and commissioning of the City Hall ground-source heating and cooling system as a sole source vendor?

Alternative

Council could chose to not authorize the use of Beaudin Ganze Consulting Engineers for the design of the system and direct staff to send out an RFP for engineering services. This is not recommended based on the project schedule; their familiarity with the existing City Hall system; work already completed in the investigation phase; and the expertise and experience they bring to the project.

Background Information

The City of Westminster had retained Beaudin Ganze Consulting Engineers (BGCE) in early 2013 to review the condenser water loop system at the City Hall building. It was determined that the current installation was not code compliant and BGCE proposed three alternatives to modify the existing system. These alternatives were presented in the context of a Life Cycle Cost Analysis (LCCA) that considered capital investment, operational cost and maintenance cost over a 20 year life. The goal of this exercise was to identify the system that will provide the best value to the City and not simply the least first-cost. It was determined that a geo-thermal cooling loop system was the most efficient and cost effective method of heating and cooling for City Hall.

BGCE and the City identified the north part of the property as an ideal spot for a well field due to the expansive nature of the land that could accommodate a continuous grid layout. BGCE retained Geo-Energy Services to drill a test well and perform thermal studies on the site directly north of City Hall. A 400 feet Test Well was drilled and 1-1/4" U-Bend Pipe was inserted in the well along with thermal conducting grout. Well construction specifications are the same as the actual well field specifications.

Staff believes that continuity in the feasibility study and complete project design will best serve the City by providing a timely design phase and completion of the project in the limited time available.

The sole source selection of Beaudin Ganze Consulting Engineers supports Council's Strategic Plan goals of a Financially Sustainable City Government Providing Exceptional Services and a Beautiful and Environmentally Sensitive City by providing well maintained and energy efficient City facilities and infrastructure.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment – Beaudin Ganze Consulting Engineers, Inc. Proposal

Submittal to
CITY OF WESTMINSTER
For
**CITY HALL'S
GEOTHERMAL PROJECT**

January 13, 2014

Commissioning

LEED Championing
& Consulting

Energy Modeling

M/E/P Design

Lighting Design

Technology Design



Submitted by

BEAUDIN GANZE CONSULTING ENGINEERS, INC.

1626 Cole Boulevard, Suite 300, Building 7

Lakewood, CO 80401

Principal-in-Charge, Todd A. Spacek, taspacak@bgce.com

303-278-3820 | www.bgce.com

January 10, 2014

Thomas Ochtera, LEED-AP
Energy and CIP Coordinator
City of Westminster
6575 West 88th Ave.
Westminster, CO 80031



RE: City of Westminster City Hall Geothermal Project

Dear Mr. Ochtera,

With heating and cooling concerns in buildings becoming more critical in recent years, engineering designs for highly-functional geothermal sourced systems requires an expert team of engineers who are knowledgeable of geothermal systems as well as the facility for which they are submitting designs. Additionally, government and city projects require an engineering team with the proficiency to move a project forward without having to restart initial studies and soil investigations.

Beaudin Ganze Consulting Engineers, Inc. (BGCE) possesses not only years of experience in designing for government facilities and geothermal sourced projects, but also has led the prep work, initial studies and soil investigations for the City of Westminster. In selecting the Team at BGCE, the City of Westminster will benefit from the cost-savings implicit in not restarting initial prep work, a Team that is already most familiar with the project and the facility's needs moving forward. We stand behind our already-completed studies and are confident that we can start on the City Hall Geothermal project without moving backwards on designs.

Enclosed you will find the response from BGCE for the Geothermal project. Our firm is well-suited and excited to assist the City of Westminster in this effort. We feel that our background and experience will provide the necessary understanding to complete your project. BGCE has provided award-winning MEP design services specific to government projects throughout Colorado for more than 20 years. We recently won first place in the state of Colorado from the American Council of Engineering Companies (ACEC) Engineering Excellence Awards program for our work on the Crestone Charter School's MEP, lighting and technology designs as well as the innovative ground-coupled solar thermal system and shallow geothermal thermal storage system that are currently saving the school over 90% of their heating costs.

The Team selected to complete work on the City of Westminster's City Hall Geothermal project has years of combined experience with mechanical heating and cooling utilizing geothermal sourced systems. Our work on the Albuquerque Police Station Sixth Area Command Headquarters (included in this qualifications package) has geothermal designs already that have been deemed acceptable by the Planning & Policy Director of the City of Albuquerque, and we are confident that we can transfer our knowledge of geothermal systems in government buildings to benefit the City of Westminster. Further information about our firm, select project experiences and personnel are contained within this response package.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Spacek", written in a cursive style.

Todd A. Spacek, PE, LEED AP
Senior Associate, Principal-in-Charge

Firm Name: Beaudin Ganze Consulting Engineers, Inc.
1626 Cole Blvd., Suite 300
Building #7
Lakewood, CO 80401

Phone: (303) 278-3820
Fax: (303) 278-3843
Web: www.bgce.com

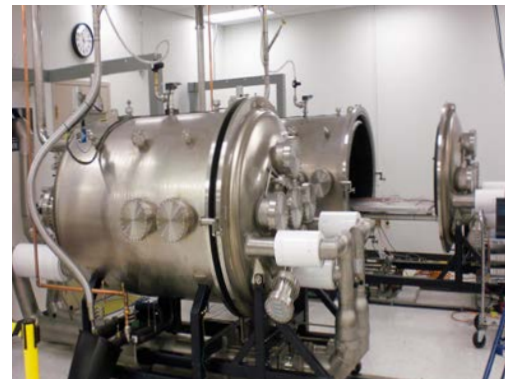
Point of Contact: Todd A. Spacek, PE, LEED AP
Email: taspacak@bgce.com

Executive Summary:

Government building systems and their operations profoundly affect occupants' ability to work, which is why finding the right engineering professionals is of paramount importance to facility managers and Owners. Beaudin Ganze Consulting Engineers, Inc. (BGCE) understands the needs of the City of Westminster projects, and our program will accomplish your requirements in a timely and cost-effective manner.

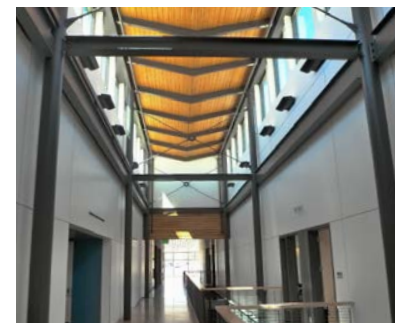
Our mutual goals in the engineering process include providing buildings that are easy to operate, assessing the generator needs of each facility in question. We have effectively worked with Clients located outside our Denver Office and often are hired to work on projects after Clients witness our exemplary level of professionalism and customer service.

BGCE brings over twenty-one years of MEP engineering experience to a variety of diverse commercial scale. BGCE understands the requirements of the City of Westminster projects: we have worked with similar project schedules and on projects that present an array of challenges due to aging facilities and inconsistencies in existing designs.



**GEOHERMAL
EXPERIENCE**

- 3 Trees Residence Aspen, CO
- 632 E Hopkins Mixed Use Basalt, CO
- Albuquerque PD 6th Area Command **LEED Gold** Albuquerque, NM
- Burning Mountains Fire Protection District New Castle, CO
- Christiania Restaurant Ketchum, ID
- Colorado Northwestern Community College Craig, CO
- Davenport Public Library Geothermal System Davenport, IA
- Dobson Ice Arena Vail, CO
- Home Ranch **LEED Gold** Jackson, WY
- Huque Residence Jackson, CO
- Maroon Ranch Aspen, CO
- Pennington Residence Portola, CA
- Pond House Aspen, CO
- Ryan Residence Wyoming
- Seba Dalkai Community School Geothermal Study Seba Dalkai, AZ
- Sybert Residence Jackson, WY
- Teton County Children’s Learning Center **LEED Gold** Jackson, WY
- The Pond House Aspen, CO
- The Abbey Project Shelter Island Flathead Lake, MT
- Transportation EDU Center Geothermal Heating Design Carbondale, IL
- Union Place Residences Geothermal Fort Collins, CO
- Villa Alegre Affordable Housing **LEED Platinum** Santa Fe, NM
- Walking Mountain Science Learning Center Avon, CO



**GEOHERMAL
REFERENCES**

Albuquerque 6th Area Command, Albuquerque, NM

Bill Slauson, Planning & Policy Director
City of Albuquerque
400 Roma NW
Albuquerque, NM 87102
505-768-2427
BSlauson@cabq.gov

Dobson Ice Arena, Vail, CO

Greg Hall, Director of Public Works
Town of Vail
1309 Elkhorn Drive
Vail, CO 81657
970-479-2170
ghall@vailgov.com

Walking Mountains Science Center, Vail, CO

Markian Feduschak, Executive Director
Walking Mountains Science Center
P.O. Box 9469 or 318 Walking Mountains Lane
Vail, CO 81620
970-827-9725 ext. 111
MarkianF@walkingmountains.org

Home Ranch, Jackson, WY

Larry Pardee, Director of Public Works
Town of Jackson Wyoming
P.O. Box 1687
Jackson, WY 83001
307-733-3079
lpardee@ci.jackson.wy.us

The Abbey Project, Shelter Island Flathead Lake, MT

Nathan Steinbeck, Project Manager
Glacier Construction Partners, LLC
P.O. Box 10
Rollins, MT 59932
406-844-0366
nsteinbeck@cyberport.net

3 Trees Residence, Aspen, CO

Jim Rominger, Project Manager
Harriman Construction
280 East Cody Lane
Basalt, CO 81621
970-927-1161
jrominger@harrimanconstruction.com

ALBUQUERQUE POLICE STATION
PROJECT PROFILE

Project: Albuquerque Police Sixth Area Command Headquarters
Owner: Town of Albuquerque
Location: Albuquerque, NM
Project Size: 22,500 SF



CLIENT NEEDS:

Designing a 24/7 facility to meet LEED Gold expectations is no easy task, especially when that facility is a 22,500 square foot police station in Albuquerque, New Mexico. From the beginning, the mechanical systems were a hot topic and integrating them into the architecture was a primary charge for the Owner and Architect.

Daylight and openness were driving criteria which leads to solar gain throughout the year in this climate zone. Considerations for a mechanical system that could keep up with the large temperature swings from day to night as well as utilize the building site as a heat sink was a primary factor for system selection, which ultimately landed on a ground source heat pump system.

BGCE's WORK:

BGCE provided mechanical engineering design to complete construction documents and construction contract administration services for the facility. This included review of zoning and emergency power requirements to make sure facility function and performance were not impacted. Integration of the equipment locations and architecture drove several items internally. Externally, the ground loop system was located in the parking lot serving the building giving it dual purpose. BGCE also participated in the ground loop system design and integration with the heat pump condenser loop inside the building.

CLIENT BENEFITS:

Achieving the maximum in LEED energy points was a major factor in the projects ability to earn a LEED Gold Certification; the envelope and architecture were equally important to assisting with this rating. In the end, the Albuquerque Police Department has a wonderful facility for its 6th Precinct and this building will be a model for future buildings to come.



Project: Heat Reclaim/Snowmelting System
Owner: Town of Vail
Location: Vail, CO

PROJECT PROFILE:

By request of the Town of Vail, and as part of plaza improvements around the Dobson Ice Arena, dangerous conditions created by snow and ice on an adjacent main thoroughfare needed to be addressed. An efficient and effective snowmelt system was required to alleviate the ice and snow packed conditions for both bus and pedestrian safety.

The Town of Vail approached Beaudin Ganze Consulting Engineers, Inc. (BGCE) to implement an air-side, snowmelt system concept that would utilize waste energy from the ice arena's evaporative condenser fan, add supplemental heat via a gas-fired burner/blower unit and distribute hot air under the roadway through an underground ductwork system.

CLIENT NEEDS:

- Maintain the operation of Dobson Ice Arena throughout construction
- Meet the tight construction schedule
- Keep construction costs within budget constraints
- Design an energy-efficient system
- Minimize maintenance costs
- Minimize impact to existing ice rink refrigeration heat reclaim system

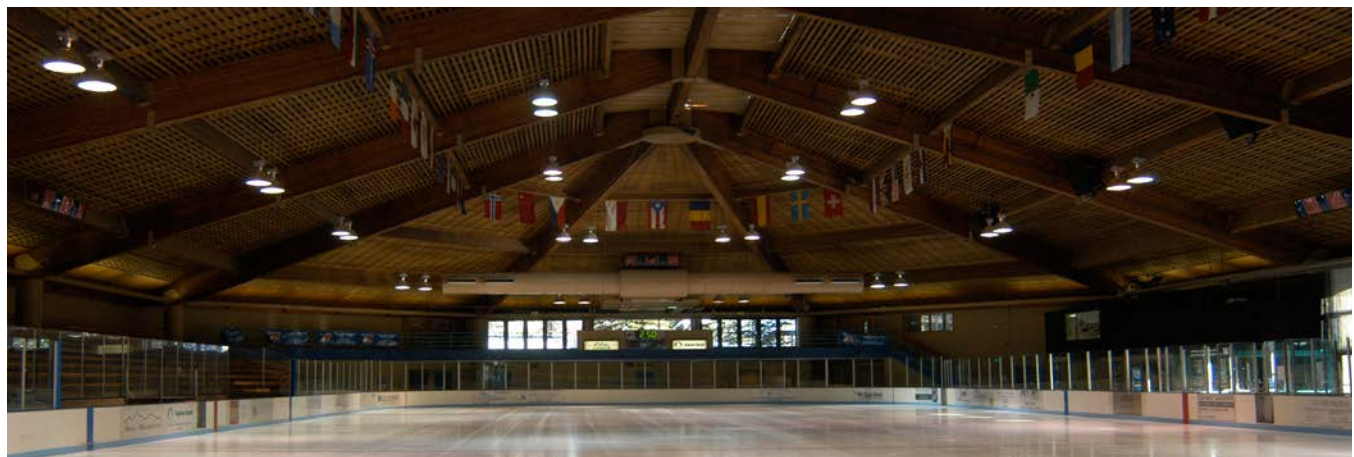
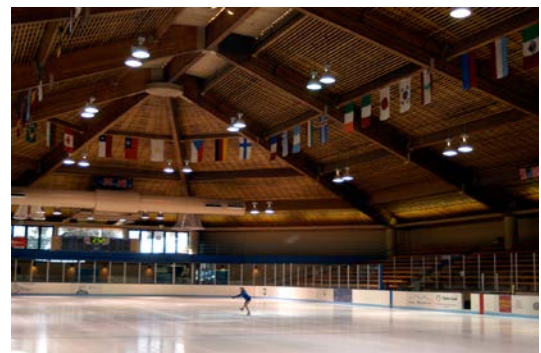
BGCE's WORK:

BGCE analyzed the proposed concept and found it to be unrealistic. It could not be built within the tight time and budgetary constraints and would require additional heat input, energy input and the addition of a large air handling unit to the site, thus increasing maintenance costs.

Traditional snowmelt design techniques would have required shutting down the ice rink to cut into the chlorofluorocarbon (CFC) charged skating rink refrigeration piping. BGCE re-engineered the time-honored snowmelting concept to produce a strategic piping connection to the existing system, which eliminated rink down time and the costs and potential risks associated with cutting into the refrigeration system filled with ozone-depleting CFC's.

CLIENT BENEFITS:

- Minimal maintenance costs
- Approximately 80% year-round reduction in the condenser system's energy requirements
- The construction costs for this unique design were approximately ½ the \$100,000 construction budget estimated for the proposed concept



WALKING MOUNTAINS SCIENCE LEARNING CENTER PROJECT PROFILE

Project:	BEST Grant Project
Owner:	Walking Mountains Science Learning Center
Location:	Avon, CO
Size:	13,000 SF
LEED:	LEED Platinum Certified

CLIENT NEEDS:

Walking Mountains Science Center has been providing hands-on environmental education programs in the Vail Valley for over 13 years. It is a local non-profit organization that offers a diverse curriculum of programs utilizing new learning labs and outdoor classrooms to connect adults, families and children living in or visiting the Vail Valley to the natural world. Programs include guided nature hikes, children's nature camps, guest speaker series, geology, ecology and more.

Like many non-profit environmental educational organizations, the staff of educators leverages limited resources and teaching space to fulfill their mission. In 2006, a generous donation of five acres of land in the Buck Creek Valley in Avon, Colorado, combined with the vision of the Walking Mountains staff and board, set a design process in motion to create a new home for the organization.

Opened to the public in August of 2011, Buck Creek Campus serves as a prime example of sustainable design, and is a candidate for LEED Platinum certification through use of many sustainability strategies that strive to reduce energy demand, provide flexible educational space, and create a sense of place that is specific to this site and region.

This 13,000 sf environmental education facility is comprised of 3 buildings housing classroom space, interpretive gallery, administrative work areas and support space. The buildings were intentionally separated to externalize circulation space and to connect users to the exterior environment.

BGCE'S WORK:

BGCE provided mechanical, electrical, plumbing, lighting, technology, and LEED design and documentation for the 13,000 square foot building. In pursuit of the LEED-Platinum certification, as well as the organizations philosophy of responsibility and education, BGCE analyzed a variety of heating and cooling opportunities including:

- *a biomass boiler solution in pursuit of a carbon neutral campus*
- *a geothermal heat pump solution in pursuit of a natural gas independent campus*
- *thermal solar harvest (flat plate and evacuated tube collectors)*
- *photovoltaic solar*



ISLAND RESIDENCE
PROJECT PROFILE

Project: Custom Residence Campus
Client: Glacier Construction
Location: Flathead Lake, MT
Size: 26,000 SF main house
4,000 SF guest house and
generator/utility building

PROJECT DESCRIPTION

BGCE is providing engineering review, commissioning, and construction closeout oversight of the mechanical, DDC control, and fire suppression systems for this new residence, guest house, and equipment barn located on a small private island in Flathead Lakes near Glacier, Montana. A central lake water heat pump system provides heating, cooling, and snowmelting.





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Beaudin Ganze Consulting Engineers, Inc. (BGCE) is an engineering firm with offices in Colorado (Denver, Fort Collins and Vail), Wyoming and New Mexico. BGCE has been in the engineering business since 1991. The engineering effort for the projects associated with this RFP will be staffed entirely out of the BGCE Denver office.

Beaudin Ganze Consulting Engineers, Inc. (BGCE), provides design services for electrical distribution and lighting systems for a large variety of facilities. Project types can range from high-density, critical power distribution environments with Uninterruptible Power Supply and long-term generator backup requirements, to single-family, high-end residential design.

BGCE engineers work hand-in-hand with our Clients to determine the appropriate electrical distribution system based upon many design considerations including cost, architectural impact and electrical distribution efficiency.

All work for this project will be performed in the Denver office.

Services:

- M/E/P Services
- LEED Championing/Consulting
- Construction Management
- Energy Modeling (BIM/3D)
- BIM/3D Modeling
- Commissioning
- Retro-Commissioning
- Lighting Design
- Technology Design

Location of Denver Office:

- 1626 Cole Blvd, Suite 300, Bldg. 7
Lakewood, CO 80401

Firm Size:

- 50 Employees

Current Clients:

- 100

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(1-866-637-2423)



Todd Spacek, P.E., LEED AP

Principal-in-Charge

Todd Spacek is an Associate Principal with BGCE's and manages the Denver Office. He has over two decades of experience in engineering design and construction management. Todd started his career working for a union mechanical contractor specializing in industrial and institutional Mechanical and Plumbing Construction. He has a keen understanding of engineering design from the perspective of implementation and application through construction. He is responsible for establishing and refining objectives, policies, procedures and performance standards for several BGCE market sectors. He manages and mentors staff and establishes goals to ensure professional and company standards of service as well as client expectations are met and exceeded.

EDUCATION

- B.S., Mechanical Engineering, University of Illinois, Urbana-Champaign, IL

REGISTRATIONS

- Colorado P.E. # 46310
- Illinois P.E. # 062-057211
- Iowa P.E. # 17792
- New Mexico P.E # Pending
- USGBC Leadership in Energy & Environmental Design Accredited Professional (LEED® AP)

AFFILIATIONS

- American Energy Engineers (AEE)
- American Society of Mechanical Engineers (ASME)
- American Society of Health Care Engineers (ASHE)
- American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE)

YEARS OF EXPERIENCE

- 17

YEARS WITH FIRM

- 2

RELEVANT PROJECT EXPERIENCE

- 1550 17th Street - First Floor Restaurant Feasibility Study Denver, CO
- AT&T Switching Station at Sports Authority Field Denver, CO
- Auraria Higher Education Center (AHEC) Denver, CO
 - » *Computer Room Relocation Feasibility Study*
- Campbell County Memorial Hospital Gillette, WY
 - » *Clinic MEP Design*
 - » *WORI Building and Pioneer Manor Steam Distribution Study*
- Christus St Vincent Regional Medical Center Santa Fe, NM
 - » *Cancer Center Remodel*
 - » *ICU/CCU Addition/Renovation*
- City of Northglenn Recreation Center Renovation Northglenn, CO
- City of Westminster Cooling Loop Review Westminster, CO
- City of Westminster City Park Recreation Center Westminster, CO
 - » *Pool Ventilation Review*
- CU Visual Arts Complex - Forge Equipment Installation Boulder, CO
- Eastern Avenue Library- LEED Silver Certified Davenport, IA
- Montrose Memorial Hospital Montrose, CO
 - » *Central Utility Plant and Existing Building Systems Assessment*
- Renaissance Phoenix Downtown Meeting Room Renovation Phoenix, AZ
- RTD Grease Distribution System Denver, CO
- **SEAKR Engineering Expansion Centennial, CO**
- Shapiro Developmental Center* Kankakee, IL
- Yellowstone National Park Service Canyon Village Yellowstone, WY

* Previous experience





Mike Reed, P.E., LC, LEED AP

Lead Electrical Engineer/Project Manager

Mike is the Lead Electrical Engineer and Project Manager for BGCE’s Denver office with more than two decades experience in the design of lighting, power, life safety, special systems (AV/technology, security) and low and medium voltage (commercial) systems.

Mike brings a wide variety of project experience to BGCE’s clients. Some of his more complex projects have included data centers (which required multiple electrical services), Uninterruptible Power Supply (UPS), multiple stand-by power sources and high security area areas. In addition to these projects, he is experienced with a variety of facility types including education, laboratories, commercial office space, multi-family, healthcare, government, retail and entertainment.

EDUCATION

- B.S., Electrical Engineering, Metropolitan State University, Denver, CO

REGISTRATIONS

- Colorado, P.E. #39379
- National Council on Qualifications for the Lighting Professions Lighting Certified (LC)
- USGBC Leadership in Energy & Environmental Design Accredited Professional (LEED AP)

AFFILIATIONS

- Illuminating Engineering Society of North America
- Institute of Electrical and Electronics Engineers

YEARS OF EXPERIENCE

- 23

YEARS WITH FIRM

- 9

RELEVANT PROJECT EXPERIENCE

- **AHEC North Classroom #2208 – Generator Addition** Denver, CO
- **Arapahoe County**
 - » **CenterPoint Plaza ***
 - » Clerk and Recorder TI
 - » Court Service Modifications
 - » Detention Center Remediation Design
 - » **Sheriff’s Administartion Office ***
- Aspen Pitkin County Airport ARFF Facility Aspen, CO
- Benchmark Road West Realignment Avon, CO
- Campbell County Memorial Hospital Gillette, WY
 - » *Clinic MEP Design*
 - » *Emergency Power Evaluation*
 - » *Heart Catheterization Lab Build Out*
- Carlsbad Canyon Visitor’s Center Carlsbad, NM
- City of Northglenn Recreation Center Northglenn, CO
 - » *Roof and HVAC Replacement*
- DIA TRACON Chiller & Cooling Tower Replacement Denver, CO
- Eddy County Detention Center Carlsbad, NM
- Gilpin County Justice Center HVAC System Central City, CO
- Grand Canyon HRS Maintenance Area Phase 1 Grand Canyon, AZ
- Grand Lake Entrance Station – Rocky Mountain Nation Park Grand Lake, CO
- Interstate 70 &32nd Avenue Roadway Lighting Wheat Ridge, CO
- Lincoln County Courthouse Kemmerer, WY
- Nat’l Institute of Standards and Technology – Laser Lab Boulder, CO
- NCAR – Mesa Laboratory Building Boulder, CO
- NPS Admin Building/Visitor Center – Zion National Park Springdale, UT
- NPS Bandelier Visitors Center Carlsbad, NM
- NPS Carlsbad Visitors Center Carlsbad, NM
- Onahu Lodge Grand Lake, CO
- Rehab of Fishing Bridge RV Park Yellowstone National Park, WY
- Santa Fe Police Station – Phase III Addition Santa Fe, NM
- **SEAKR Engineering Expansion** **Centennial, CO**
- St. Mary’s Visitor Center Saint Mary, MT
- Water’s Edge Community Center Fort Collins, CO

* Previous experience



RESUME



Shane Newman, P.E., LEED AP

Mechanical Engineer

Shane specializes in complex engineering analysis and engineering design for building mechanical, plumbing and fire protection systems. He manages projects and clients of all sizes, coordinating work with architects, designers, other engineers, authorities having jurisdiction, and construction professionals. He is responsible for all phases of mechanical and plumbing systems design, analysis and engineering documentation, ensuring compliance with applicable codes, standards and client requirements. He is a highly skilled and personable Professional Engineer who can explain difficult concepts to clients in laymen's terms easily.

Shane's experience includes new construction and renovation work designing central chilled water plants, central boiler plants, central air handling systems, ductwork systems, hydronic piping systems and plumbing systems. He also has several years of energy modeling for LEED and computational fluid dynamics modeling experience.

EDUCATION

- B.S., Mechanical Engineering, University of Colorado at Denver, Denver, Colorado

REGISTRATIONS

- Colorado P.E. # 42752
- Texas P.E. #107970
- USGBC Leadership in Energy & Environmental Design Accredited Professional (LEED® AP)

AFFILIATIONS

- American Society of Heating, Refrigerating, air Conditioning Engineers (ASHRAE)

YEARS OF EXPERIENCE

- 12

YEARS WITH FIRM

- 5

RELEVANT PROJECT EXPERIENCE

- AHEC NC 2208 Data Center Denver, CO
- AHEC Library Remodel - Phase #1 Denver, CO
- AHEC North Classroom #2606A Fume Hood Addition Denver, CO
- Arapahoe County Sheriff's Office Aurora, CO
- Arrowleaf Lodge Deer Valley, UT
- Boulder Community Hospital Foothills* Boulder, CO
 - » *Operating Room*
 - » *Medical Office Building*
 - » *MRI*
- Campbell County Memorial Hospital Clinic – MEP Design Gillette, WY
- Colorado State Capital Life Safety Upgrades* Denver, CO
- Denver Traffic Operations Firing Range and Training Facility* Denver, CO
- Flagstaff Lodge Deer Valley, UT
- Grand Panama Office Building Panama City Beach, FL
- Mesa State College Campbell Center* Grand Junction, CO
- Ralph L. Carr Judicial Center* Denver, CO
- Ritz Carlton Kapalua Kapalua, HI
- Rocla Concrete Tie Pueblo, CO
- University of Colorado Boulder Center for Community* Boulder, CO
- Westin Riverfront Resort and Spa Condo/Hotel Avon, CO
- Westview Middle School MEP Upgrades and Renovation Longmont, CO
- Vista Ridge Academy* Erie, CO

* Previous Experience



Ryan Kmetz, E.I., LEED AP, BD + C

Mechanical Engineer

Ryan joins the Beaudin Ganze Consulting Engineers, Inc. Team this year with over five years of experience in Mechanical Engineering, sustainable and LEED® Certified projects, energy modeling, Revit and CADD Design experience and land surveying.

The seasoned engineer focuses on projects in the healthcare, hospitality, higher education and high-end homes industries at BGCE. His ability to consistently turn in work on or before deadline and save clients in energy expenditures and costs benefits each client he serves.

EDUCATION

- B.S., Mechanical Engineering, University of Central Florida, Orlando, FL

REGISTRATIONS

- GBCI Leadership in Energy & Environmental Design Accredited Professional (LEED® AP)

YEARS OF EXPERIENCE

- 5

YEARS WITH FIRM

- <1

RELEVANT PROJECT EXPERIENCE

- Baptist Health Cancer Institute* Pensacola, FL
- Broward General Medical Center Patient Floors* Ft. Lauderdale, FL
- Campbell County Memorial Hospital Gillette, WY
- Celebration Health Patient Tower* Celebration, FL
- Clinica Las Condes* Santiago, CHILE
- Florida Hospital Translational Research Institute* Orlando, FL
- Ft. Benning Martin Army Community Hospital* Fort Benning, GA
- Nemours Children’s Hospital* Jacksonville, FL
- Nicholson Center for Surgical Advancement* Orlando, FL
- Riverton Memorial Hospital Wound Care Renovation Riverton, WY
- St. Mary’s Hospital Grand Junction, CO
- Tradition Medical Center* Stuart, FL
- Vail Valley Medical Center - Vail Hospital Vail, CO

* Previous experience





Wes Ploof, P.E., CEM, CxA, LEED AP

Senior Associate/LEED Consultant

Wes leads BGCE's Commissioning Sector, developing and implementing projects that align with the strategic business plan, fostering client relationships and developing business and supervising engineers. He has a firm understanding of mechanical and electrical building systems, the construction process and energy audit analyses and retrofits, resulting in effective designs and project management. Prior to leading our commissioning sector, he was instrumental in establishing, growing and managing two additional office locations.

His ability to manage projects and his knowledge of building systems has earned him the respect of his peers and repeat projects with clients. His expertise includes client/project management, HVAC, plumbing, central plants, lighting, power, communications system design, energy management and audits and sustainable design practice. He has led and been involved in 33 LEED Certified projects. His experience with a wide variety of clients and building systems allows him to effectively match building systems with project needs.

EDUCATION

- B.S., Mechanical Engineering, University of Massachusetts, Amherst, MA

REGISTRATIONS

- Colorado P.E. #0046968
- California P.E. #32553
- Nevada P.E. # Pending
- New Mexico P.E. #19446
- Wyoming P.E. # 14308
- Certified Energy Manager #13571
- Certified Commissioning Agent, CXA #511-841

AFFILIATIONS

- American Society of Heating, Refrigerating, and Air-Conditioning Engineers, Inc. (ASHRAE)
- Association of Energy Engineers (AEE)
- Building Commissioning Association (BCA)
- USGBC Leadership in Energy & Environmental Design Accredited Professional (LEED AP)
- American Association of Architects(AIA) Certified Education Partner
- American Society for Healthcare Engineering (ASHE)

YEARS OF EXPERIENCE

- 19

YEARS WITH FIRM

- 19

RELEVANT PROJECT EXPERIENCE

- Albuquerque Police Station Albuquerque, NM
- Cannon AFB Child Development Center Commissioning Clovis, NM
- Chaco Canyon Visitor Center Nageezi, NM
 - » *LEED Fundamental Commissioning*
- City of Bloomfield - New Police Headquarters Bloomfield, NM
- City of Sacramento Fire Station #43 Commissioning Sacramento, CA
- Colfax County Judicial Center Raton, NM
- Eddy County Detention Center Carlsbad, NM
- Glen Canyon National Recreation Area Headquarters Office Page, AZ
- Holiday Park Multi-Generational Center Commissioning Albuquerque, NM
- Nat'l Park Service MOCA Maintenance Building Commissioning Flagstaff, AZ
- North Tahoe Fire Protection District Public Safety Center Tahoe City, CA
- Northstar Highlands Fire Station Northstar, CA
- NMSU Institute for Public Policy Las Cruces, NM
 - » *LEED Prerequisite and Enhanced Commissioning*
- City of Sacramento Fire Station #43 Commissioning Sacramento, CA
- Santa Fe Police Station Phase III Addition Santa Fe, NM
- Southern Ute Justice Center Fire Alarm Retro Commissioning Ignacio, CO
- Taos Town Hall Retro-Commissioning Services Taos, NM
- United States Forest Service Truckee Office Building Truckee, CA



Agenda Item 8 C

City Council Meeting
February 10, 2014



SUBJECT: 2014 Water Treatment Chemicals Purchase

Prepared By: Stephen Gay, Utilities Operations Manager
Tom Settle, Water Treatment Superintendent

Recommended City Council Action

Award the bids for the purchase of Ferric Chloride to PVS Technologies for up to \$250,000, Lime to Mississippi Lime Company up to \$95,000, Sodium Hypochlorite to DPC Industries up to \$196,200, Permanganate and other chemicals to Harcros Chemical Co. up to \$95,000, for a total expenditure not to exceed \$636,200.

Summary Statement

- Adequate funds for the purchase of water treatment chemicals are included in the approved 2014 Utilities Operations Division Budget.
- Four chemicals will be purchased in large quantities exceeding \$75,000 in 2014. They are Ferric Chloride, Lime, Sodium Hypochlorite and Permanganate.
- The unit prices indicated on the bid tabulation for the chemicals are for purchases on an as-needed basis.
- In December 2013, the Multiple Assembly of Procurement Officials (MAPO) issued a bid for water treatment chemicals. This pricing is being recommended for the purchase of Ferric Chloride, Sodium Hypochlorite and Permanganate. A lower cost City bid meeting specifications for Lime is being recommended rather than the MAPO bid for that product.
- Additional chemical purchases through Harcros Chemical Company are included along with Permanganate, as they supply several different critical water treatment chemicals, increasing the total expenditure to this vendor from \$77,200 to \$95,000 total.

Expenditure Required: Not to exceed \$636,200

Source of Funds: Utility Fund – Utilities Operations Division Budgets

Policy Issue

Should the City accept the MAPO and City bids for water treatment chemicals?

Alternative

Reject the MAPO bids and re-bid the chemicals. This was done for Lime as the MAPO bid did not meet City specifications. However, this is not recommended for the other MAPO bids as the MAPO bids for those items represent best value to the City.

Background Information

As part of the 2013-14 Budget, City Council approved the purchase of treatment chemicals for the City’s water treatment facilities. Information regarding each of the major chemicals and its approximate annual usage and bid price for 2014 are shown in the following table: There are additional, small-quantity chemicals purchased for various treatment process that add to the total chemical budget expenditure.

CHEMICAL	APPROX. QUANTITY	BID PRICE	APPROX. EXPENDITURE	VENDOR
Ferric Chloride	485 Tons	\$514.00/Ton	\$250,000	PVS Technologies
Lime	390 Tons	\$245/Ton	\$95,000	Mississippi Lime
10-12.5% Sodium Hypochlorite	90 Tons	\$2,180/Ton	\$196,200	DPC Industries
Permanganate	10 Tons	\$7,720/Ton	\$95,000	Harcros Chemical Co.
Total	975 Tons		\$636,200	

Ferric Chloride and ACH are used for coagulation/clarification in the treatment process at the Semper and Northwest Water Treatment Facilities (WTF). Lime is used at the Semper WTF for control of pH and alkalinity in the water to minimize corrosion of distribution system pipes and home plumbing. Sodium Hypochlorite is used for disinfection and permanganate is used to remove contaminant metals such as iron and manganese and to control taste and odor at both potable WTFs. The usage numbers for all the chemicals are approximate for the upcoming year, and factors that influence chemical use such as raw water quality, weather and water demand are unpredictable. The estimated figures are based on 2013 actual usage and are for the major chemicals that will exceed \$50,000 in annual purchases from a single vendor in 2014.

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

There were two bids for Lime in the December 2013 MAPO bid. The vendors were contacted to ascertain the source of the chemical and confirm quality specifications. The Lime to be supplied under the MAPO bid will contain an unacceptable level of inert, sand-type material that provides no benefit in the treatment process and will foul the chemical feed equipment. The City of Westminster sought additional bids for material meeting the specifications. Mississippi Lime provided the sole bid meeting the material requirements and which was lower than the two 2013 MAPO bids.

The low bids for the four primary chemicals; Ferric Chloride from PVS Technologies in the approximate amount of \$235,000, Lime from Mississippi Lime Company in the approximate amount of \$95,000, Sodium Hypochlorite from DPC Industries for \$196,200 meet all specifications and requirements set by the City.

Though not part of the MAPO bidding process, the ACH and Permanganate products are proprietary and must be purchased directly from the manufacturer or their local agent. The City's 2014 bid pricing of these two chemicals follows; ACH from Thatcher Company in the annual approximate amount of \$35,000 and permanganate products from Harcros Chemical Company in the annual approximate amount of \$77,200. Harcros Chemical is also a distributor of chemicals that are used in smaller quantities, such as citric acid and bisulfite, which are routinely purchased for the WTFs. These miscellaneous purchases contribute to higher total expenditures with the vendor. Therefore, staff recommends authorizing total purchases of up to \$95,000 for Harcros Chemical Company.

The estimated cost of the chemicals is within the amount previously approved by City Council in the 2014 Annual Budget for this expense. In addition to the specific chemicals included within this agenda memorandum, a variety of other chemicals are utilized by the treatment facilities during the year that are purchased in smaller quantities and well below the bid approval threshold. The funding for these other chemical purchases are included in the total approved annual chemical budget in the Utilities Division/Water Plants operating budget.

This project meets Council's Strategic Plan goals of Safe and Healthy Community, Financially Sustainable City Government Providing Exceptional Services, and Beautiful and Environmentally Sensitive City by keeping the City's water supply clean and safe and improving the service level of the treatment plants at the best possible price.

Respectfully submitted,

J. Brent McFall
City Manager



Agenda Memorandum

City Council Meeting
February 10, 2014



SUBJECT: Second Reading of Councillor’s Bill No. 2 Amending Lease with Colorado Department of Corrections for Former Police Department Building, 8800 Sheridan Blvd.

Prepared By: Jerry Cinkosky, Facilities Manager

Recommended City Council Action

Pass Councillor’s Bill No. 2 on second reading authorizing the City Manager to sign an amendment to the original Lease Agreement between the City of Westminster, Colorado Department of Corrections (CDOC) and the Colorado Department of Transportation (CDOT), which allows for CDOC to lease an additional 1,850 square feet of vacant space in the former Westminster Police Department building located at 8800 Sheridan Blvd.

Summary Statement

- In 1978, the former Police Department facility was built on land owned by CDOT that was not needed by CDOT. For the next 25 years, the building was occupied by both the Municipal Court and the Westminster Police Department.
- In 2002, the new Public Safety Building was built, leaving the former police building vacant. For the next four years, the City searched for a suitable tenant which had to meet the CDOT criteria of being a law enforcement entity.
- After two years of negotiations, a new Lease Agreement was signed by the City, CDOC and CDOT, which allowed CDOC to lease approximately 24,000 square feet with the option to lease additional space in the future.
- In September, 2013, staff was approached by the Department of Corrections with a request to increase their leased space by an additional 1,850 square feet. Amendments to a previously approved leased property owned by the City must be approved by ordinance under Section 13.4 of the City Charter.
- This Councilors Bill was passed on first reading on January 27, 2014, amending the original Lease Agreement to include an additional 1,850 square feet of office space for Colorado Department of Corrections at the former Westminster Police Department Building. The lease amendment attached to the Councillor’s Bill has been reformatted and revised to correct a mathematical error in the calculation of the rental rate of \$16.17 per square foot shown before as \$16.21 per square foot.

Expenditure Required: Tenant finish estimated not to exceed \$30,000

Source of Funds: Building Operations & Maintenance General Capital Improvement Funds

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

- Councilor’s Bill No. 2
- State of Colorado Lease Amendment
- Rent Analysis of Westminster Parole Office Expansion

BY AUTHORITY

ORDINANCE NO. **3715**

COUNCILLOR'S BILL NO. **2**

SERIES OF 2014

INTRODUCED BY COUNCILLORS
Winter - Briggs

A BILL

**FOR AN ORDINANCE APPROVING AN AMENDMENT TO THE SUBLEASE AND
OPTION AGREEMENT WITH THE COLORADO DEPARTMENT OF CORRECTIONS
AND CDOT FOR THE LEASE OF A PORTION OF THE FORMER CITY OF
WESTMINSTER POLICE DEPARTMENT BUILDING**

WHEREAS, the City of Westminster (“City”) is the owner of the building at 8800 Sheridan Boulevard, Westminster, Colorado (the “Property”); and

WHEREAS, portions of the Property have been leased to the State of Colorado Department of Corrections and to the Colorado Department of Transportation pursuant to that certain Sublease and Option Agreement, dated June 12th, 2007; and

WHEREAS, the City desires to lease additional portions of the Property to the State Department of Corrections; and

WHEREAS, the Colorado Department of Transportation has consented to this amendment; and

WHEREAS, the terms of the building lease amendment has been agreed to by the Colorado Department of Corrections; and

WHEREAS, the City Charter requires such leases to be approved by ordinance.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The Amendment to the Sublease and Option Agreement between the City and Colorado Department of Corrections and Colorado Department of Transportation for the lease of an additional approximately 1850 square feet of the building located at 8800 Sheridan Boulevard, Westminster, Colorado, is approved in substantially the same form as the First Amendment to Lease, attached as Exhibit A hereto, and the City Manager is authorized to execute all documents related thereto.

Section 2. This ordinance shall take effect upon its passage after second reading and will apply *nunc pro tunc* to January 1, 2014.

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED the 27th day of January, 2013.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 10th day of February, 2014.

Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

City Clerk

City Attorney's Office

**STATE OF COLORADO
DEPARTMENT OF PERSONNEL AND ADMINISTRATION
OFFICE OF THE STATE ARCHITECT
REAL ESTATE PROGRAMS**



**STANDARD
SUB-LEASE AMENDMENT [IMPROVED REAL PROPERTY]**

LANDLORD
TENANT

City of Westminster
Colorado Department of Corrections – Adult Parole,
Community Corrections & Youth Offender Services

LOCATION

8800 Sheridan Boulevard, Westminster, Colorado

INSTRUCTIONS:

- 1) This Amendment to Lease Agreement [Improved Real Property] is designed for use by state agencies to amend an existing lease for space in buildings and other improved real property prepared on an State Controller approved lease form with a revision date of 8/2007 or later, when the parties are specified as the "Landlord" and "Tenant". This Amendment may be used for leases prepared on a form prior to the referenced revision date, except the draft must replace the term "Landlord" with "Lessor" and the term "Tenant" with "Lessee".
- 2) If at any time a user of this form determines that a certain provision should not be included, simply strike through the provision following the paragraph number and title. That way a later reviewer of the lease can immediately determine if and where the lease differs from the standard form, and subsequent paragraphs need not be renumbered to preserve sequential numbering. Each strike through should be initialed by the person signing the agreement of behalf of each party. Additions to the form should be indicated in **bold type**.
- 3) **Don't forget to check the page numbers in the body of the Amendment and any attached Exhibits to accommodate spacing changes. Exhibits should be numbered separately from the Amendment. For example, the first page of Exhibit A to the Amendment, would be numbered "A – 1".**
- 4) **If you have questions or need assistance in using this form, call Real Estate Programs at 303-866-4759.**

FIRST AMENDMENT TO LEASE

The printed portions of this form, except bold additions, have been approved by the State of Colorado Attorney General

THIS **FIRST AMENDMENT TO THE SUBLEASE**, made and entered into this **11th** day of **November, 2013**, for the purpose of amending that certain **Sublease and Option Agreement** having Contract Routing No. **CMS 62713** and C. E. No. **07-CAA-00193** (the "Lease") dated **June 12th, 2007**, by and between **THE CITY OF WESTMINSTER, a Colorado municipal corporation**, as "**Sublessor**", and **THE STATE OF COLORADO**, acting by and through the **DEPARTMENT OF CORRECTIONS**, as "**Sublessee**", and **THE STATE OF COLORADO**, acting by and through the **DEPARTMENT OF TRANSPORTATION ("CDOT")** relating to the subleasing of an additional portion of the **second floor of the building located at 8800 Sheridan Boulevard, Westminster, Colorado** (the "Building"), comprised of **an additional one thousand eight hundred fifty (1,850) rentable square feet for a total of twenty-five thousand, five hundred twenty-four (25,524) rentable square feet.**

WHEREAS, as to **Sublessee**, authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment in Fund Number **100**, G/B/L Account Number **030**, Contract Encumbrance Number – **14-CAA-00193** or in the Account(s) reflected on the attached COFRS printout..

WHEREAS, **Sublessor has additional space available to let on the second floor of the Building for use by Sublessee; and**

WHEREAS, **Sublessee desires to lease additional space on the second floor of the Building, amounting to an additional one thousand eight hundred fifty (1,850) rentable square feet.**

NOW, THEREFORE, **Sublessor and Sublessee**, in consideration of the mutual promises contained herein, agree to amend the Lease as follows, **with prospective effect from the Effective Date:**

1. Modify the Lease, Section A.2.(A) to read as follows:

"Subleased Premises, Term, Rent. (A) Sublessor hereby leases and demises onto Sublessee the premises, hereinafter referred to as "Premises" within the building located at 8800 Sheridan Boulevard, Westminster, Colorado, hereinafter referred to as "Building". The Premises, known and described as the first floor and a portion of the second floor, includes approximately twenty-five thousand five hundred and twenty-four (25,524) square feet of rentable floor area and the right to use the surface parking for the Building at a ratio equal to 4.87 spaces for every 1000 ft.² of leased space in the Building, as depicted on "Exhibit B.", attached hereto and incorporated herein; the leased Premises being as shown on the plat attached hereto, made a part hereof and marked "Exhibit C"."

2. Modify the Term rental table entries located in the Lease, Section A.2.(B), beginning with the Term Date 07/01/13-06/30/14 and ending with the Term Date 07/01/22-09/30/22, as show in the following table and leaving unchanged the prior Term Dates and related entries in the table. The table entry revisions below are as reflected in "Exhibit E" to this First Amendment. The text portions of the Lease, Section A.2.(B) shall remain unchanged.

TERM DATES	TERM RENT (\$)	MONTHLY RENT (\$)	APPROXIMATED MODIFIED GROSS ANNUALIZED SQ. FOOT COST (\$/RSF)
07/01/13-12/31/13	\$187,935.60	\$31,322.60	\$15.88
01/01/14-06/30/14	\$206,324.58	\$34,387.43	\$16.17
07/01/14-06/30/15	\$412,649.16	\$34,387.43	\$16.17
07/01/15-06/30/16	\$412,649.16	\$34,387.43	\$16.17
07/01/16-06/30/17	\$412,649.16	\$34,387.43	\$16.17
07/1/17-09/30/17	\$103,162.29	\$34,387.43	\$16.17
10/01/17-06/30/18	FTR*	MR*	
07/01/18-06/30/19	FTR*	MR*	
07/01/19-06/30/20	FTR*	MR*	
07/01/20-06/30/21	FTR*	MR*	
07/01/21-06/30/22	FTR*	MR*	
07/01/22-09/30/22	FTR*	MR*	

3. Modify the Lease, Exhibits C. and D. by the addition of the eighteen hundred and fifty (1850) ft.² as shown on Exhibit D., attached hereto and incorporated herein. Lease Section A.29.(A), Expansion Option, shall be as prescribed. Exhibit D hereto is attached for reference. All First Amendment to Lease tenant improvements shall include new carpet, paint, new ceiling tiles, new light fixtures, window coverings, door repair and new door locksets into suite.

Except as modified by the provisions of this **First** Amendment to Lease, all other terms and conditions in the Lease are hereby ratified and confirmed and remain in full force and effect.

In the event of any conflict, inconsistency, variance or contradiction between the provisions of this **First** Amendment to Lease and any of the provisions of the Lease, the provisions of this **First** Amendment to Lease shall in all respects supersede, govern and control.

The effective date of this **First** Amendment to Lease is **01 January, 2014** or the date signed by the State Controller or his designee, whichever is later. In accordance with the requirements of 24-30-202 (1) C.R.S., as amended, this **First** Amendment to Lease shall not be deemed valid until it has been approved by the State Controller, or such assistant as he may designate.

IN WITNESS WHEREOF, the parties hereto have executed this lease agreement on the day and year first above written.

CORPORATIONS:
(A corporate attestation is required, C.R.S. § _____)
ATTEST (Seal)

SUBLESSOR::
CITY OF WESTMINSTER

By: _____
(Corporate Secretary or Equivalent, or
Town/City/County Clerk)

By: _____
J. Brent McFall, City Manager

(place corporate seal here, if available)

Date: _____

**If LANDLORD is signing in their individual capacity,
attach Landlord affidavit verifying legal status
pursuant to C.R.S. §24-76.5-101.**

CDOT:
STATE OF COLORADO
John W. Hickenlooper, Governor
Acting by and through the
Department of Transportation

By: _____
Authorized Signatory

Name (Print) Title (Print)

Date: _____

STATE OF COLORADO
John W. Hickenlooper, Governor
DEPARTMENT OF PERSONNEL &
ADMINISTRATION
Office of State Architect, Real Estate Programs
For the Executive Director

SUBLESSEE:
STATE OF COLORADO
John W. Hickenlooper, Governor
The Department of **Corrections**

Acting by and through

By: _____

By: _____
Executive Director

Date: _____

Date: _____

APPROVALS

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER:

CRS 24-30-202 requires that the State Controller approve all State contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The Landlord is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the good and/or services provided.

APPROVED:
DEPARTMENT OF LAW
John Suthers, Colorado Attorney General
ATTORNEY GENERAL (or authorized Delegate)

APPROVED:
STATE OF COLORADO
Robert Jaros, CPA, MBA, JD
STATE CONTROLLER'S OFFICE
State Controller (or authorized Delegate)

By: _____

By: _____

Date: _____

Date: _____

Westminster Parole Office Expansion (Fugitive Unit)

Exhibit E – Rent Analysis from 01 January 2014 Forward

November 2013

Lease Date	Square Footage		Annual Rent commencing 10/1/12	Monthly Rent commencing 10/1/12	Approx. Gross Annual Cost/SF
Original Lease					
10/1/2007	23,674		\$375,871.20	\$31,322.60	\$15.88
First Amendment to Lease					
1/1/2014	+1,850	\$37,000@\$20.00 per ft. ²	\$7,400.00*	\$616.66[66]	\$4.00
1/1/2014	1,850	Base Rent	\$29,378.00	\$2,448.16[66]	\$15.88
		First Amendment Subtotal for the added 1850 including tenant improvements	\$36,778.00	\$3,064.83	\$19.88
		Amended Lease - Total	\$412,649.20	\$34,387.43	\$16.17**

*amortized over 5 yrs. per Lease Section 29(A)

**reflects 23,674 ft.²@\$15.88 and 1,850 ft.²@\$19.88



Agenda Item 8 E

Agenda Memorandum

City Council Meeting
February 10, 2014



SUBJECT: Second Reading of Councillor's Bill No. 3 re Supplemental Appropriation for the 72nd Avenue/Raleigh Street Bridge Replacement

Prepared By: Steve Baumann, Assistant City Engineer

Recommended City Council Action

Pass Councillor's Bill No. 3 on second reading appropriating grant monies to be received from the Colorado Department of Transportation for the 72nd Avenue/Raleigh Street Bridge Replacement Project.

Summary Statement

- The 72nd Avenue/Raleigh Street Bridge Replacement project will reconstruct that intersection and replace an aging box culvert with a single span bridge.
- The project qualified for a federal funding grant of \$1,843,400 under Colorado's Off-System Bridge Program to assist with the cost of construction of the replacement structure. The City's General Fund will cover the cost of utility and other improvements in the project and serve as matching funds (\$460,850) as required in the Intergovernmental Agreement with the Colorado Department of Transportation (CDOT). Approval of the attached Councillor's Bill will appropriate the federal funds to the project account and make possible the award of a construction contract before qualifying expenses are reimbursed by CDOT.
- Councillor's Bill No. 3 was passed by the City Council on first reading on January 27, 2014.

Expenditure Required: \$2,304,250

Source of Funds: Federal Grant--Colorado Off-System Bridge Program (\$1,843,400)
General Capital Improvement Fund—72nd Avenue/Raleigh Street Bridge Replacement Project (\$460,850)

Respectfully submitted,

J. Brent McFall
City Manager

Attachment
- Councillor's Bill No. 3

BY AUTHORITY

ORDINANCE NO. **3716**

COUNCILLOR'S BILL NO. **3**

SERIES OF 2014

INTRODUCED BY COUNCILLORS
Baker - Seitz

A BILL

**FOR AN ORDINANCE AMENDING THE 2014 BUDGET OF THE GENERAL CAPITAL
IMPROVEMENT FUND AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM
THE 2014 ESTIMATED REVENUES IN THE FUND**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2014 appropriation for the General Capital Improvement Fund initially appropriated by Ordinance No. 3655 is hereby increased by \$1,843,400. This appropriation is due to the receipt of federal grant funds from the Colorado Department of Transportation for the replacement of the bridge at 72nd Avenue and Raleigh Street.

Section 2. The \$1,843,400 increase shall be allocated to City Revenue and Expense accounts as described in the City Council Agenda Item 10 D-E , dated January 27, 2014 (a copy of which may be obtained from the City Clerk) increasing City fund budgets as follows:

General Capital Improvement Fund	<u>\$1,843,400</u>
Total	<u>\$1,843,400</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 27th day of January, 2014.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED
this 10th day of February, 2014

ATTEST:

Mayor

City Clerk



Agenda Memorandum

City Council Meeting
February 10, 2014



SUBJECT: Resolution No. 4 Establishing 2014 Recovery Contract Interest Rate

Prepared By: Michelle M. Nocera, Secretary

Recommended City Council Action

Adopt Resolution No. 4 establishing the 2014 calendar year interest rate for non-City funded public improvement recovery contracts at 5.25 percent and an interest rate of 4.26 percent for City-funded public improvements.

Summary Statement

- Several years ago, City Council established a recovery system that enables developers to recover a portion of certain costs associated with public improvements installed with their developments that also benefit adjacent, undeveloped properties. Recovery contracts are executed between the City and the developer. When subsequent development occurs in those areas benefited by the improvements and installed by the original developer, the new development is assessed its proportionate share plus interest, which is then returned to the original developer. The recovery system has also allowed the City to be reimbursed for public improvements installed by the City when subsequent private development occurred abutting the improvements.
- In accordance with Section 7(F) of Title XI, Chapter 6, of the Westminster Municipal Code, Staff requests that City Council establish interest rates on recovery agreements for 2014. For the past several years, it has been City practice to add two percent to the Prime Rate for non-City funded recovery contracts. The Prime Rate on January 1, 2014, was 3.25 percent. It is proposed that the recovery interest rate for 2014 on non-City funded public improvements be the Prime Rate plus two percent, or 5.25 percent.
- Staff is proposing that the recovery interest rate on City-funded projects for 2014 be set at 4.26 percent in accordance with the average Bond Buyer 20 Index for 2013, which is consistent with the methodology used to set the rate for the past several years.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

Does City Council concur with the proposed methods of assessing interest on recoveries associated with new private developments and City-funded projects?

Alternative

Council could establish different interest rates for recovery agreements than the proposed rates. This is not recommended as the proposed rates are tied to the established indexes that provide good credibility for the recovery interest paid to developers or the City.

Background Information

Prior to 1993, the interest rate used in calculations for recoveries owed on City-funded public improvements was equal to that used on privately funded improvements (i.e., prime rate plus two percent). However, the actual cost of money used to fund City Capital Improvement Projects is usually less than that charged to private developers. Since the philosophy behind the City's recovery system is one of cost reimbursement, not profit making, in the past City Council has felt that it is more equitable to select an interest rate for City-funded projects that more closely approximates the actual cost of money to the City. From 1993 through 2004, Council approved the use of the Municipal Bond Index as the recovery interest rate for City projects. Because this Index is set weekly and can fluctuate greatly throughout the year, Staff proposed a different approach several years ago. Beginning in 2005, Council selected the average Bond Buyer 20 Index for the preceding year as a more representative benchmark of the City's true cost of borrowing money. Staff recommends that this method of calculating the interest rate for recoveries associated with City-funded projects be used again this year.

This authorization meets Council's Strategic Plan goals of a Financially Sustainable City Government Providing Exceptional Services with revenues to support defined City services and service levels as a mature city.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment - Resolution

RESOLUTION

RESOLUTION NO. **4**

INTRODUCED BY COUNCILLORS

SERIES OF 2014

**A RESOLUTION
ESTABLISHING THE 2014 RECOVERY CONTRACT INTEREST RATE**

WHEREAS, Section 11-6-7(F)(1) of the Westminster Municipal Code provides that City Council shall, from time to time, establish the interest rates to be utilized for the assessment of interest costs relating to recovery costs for public improvements; and

WHEREAS, such interest rates have traditionally been calculated at the beginning of each calendar year.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WESTMINSTER that the 2014 calendar year interest rate for any non-City funded public improvement recovery contract shall be 5.25 percent and the 2014 calendar year interest rate for City-funded public improvements shall be 4.26 percent.

PASSED AND ADOPTED this 10th day of February, 2014.

ATTEST:

Mayor

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney



Agenda Item 11 A-B

Agenda Memorandum

City Council Meeting
February 10, 2014



SUBJECT: Second Reading of Councillor's Bill No. 54 Authorizing Colorado Brownfields Grant Supplemental Appropriation

Prepared By: Tony Chacon, Senior Projects Coordinator

Recommended City Council Action

1. Move to remove Councillor's Bill No. 54 from the table.
2. Move to postpone indefinitely the second reading of Councillor's Bill No. 54 authorizing supplemental appropriation of a Colorado Brownfield Grant.

Summary Statement

- The Colorado Brownfield's Revolving Loan Fund (CBRLF) program has awarded the City of Westminster a grant in the amount of \$200,000 for the costs associated with the remediation of groundwater contamination at the former Barnum Printing site located on the south side of the Burlington Northern & Santa Fe Railroad tracks, west of Federal Boulevard. This is federal funds from the Environmental Protection Agency (EPA) passed on through the State of Colorado as grant and loan proceeds.
- City Council approved the pursuit and acceptance of this grant on June 10, 2013. On December 23, 2013, Council passed Councillor's Bill No. 54 on first reading for the supplemental appropriation of these funds.
- Staff was recently alerted to certain restrictions imposed by the EPA that are likely applicable to the City's use of the funds. Second reading of Councillor's Bill No. 54 was tabled on January 13, 2014, to provide time for Staff to fully investigate this matter with the proper representatives of the federal and State governments.
- Based on the research, Staff has determined that the project would be subject to Federal Davis Bacon wage provisions should the City take possession of the grant proceeds. However, the demolition work, which could have cost the City an estimated \$30,000 to \$40,000 more if the project were bid using Davis Bacon wages, was completed well before the provision came to light.
- The City could be found in non-compliance with Davis Bacon requirements should it take possession of funds and be required to repay the funds.
- Staff proposes the City Council not take receipt of the CRBLF grant given sufficient City budget was available to complete the remediation and demolition work without the grant.

Expenditure Required: \$200,000

Source of Funds: Federal Grant from the Colorado Brownfield's Revolving Loan Fund

Policy Issue

Should the City choose not to take possession of the Colorado Brownfield's Revolving Loan Fund grant proceeds given the City would then be in non-compliance with required Federal Davis Bacon wage requirements?

Alternative

- Council could elect to pass Councillor's Bill No. 54 on second reading at this time and take possession of the grant proceeds. That alternative is not recommended since this would likely place the City in non-compliance with Federal requirements.
- Council could chose not to appropriate the funds at this time and postpone receipt of the grant pending Staff's attempts to remedy the Davis Bacon wage issue in compliance with Federal requirements. This alternative is not recommended since it is unlikely the City will be able to remedy this situation and the City has budgeted sufficient capital improvement funds to cover the cost of the work regardless of the grant award.

Background Information

Staff received authorization from City Council at the June 10, 2013, meeting to pursue a grant from the Colorado Brownfields Revolving Loan Fund. The Colorado Brownfields Revolving Loan Fund subsequently awarded the City of Westminster a grant in the amount of \$200,000 for the costs associated with remediation of groundwater contamination at the former Barnum Printing site. The former Barnum Printing site is located near the future Westminster Station site immediately south of the Burlington Northern & Santa Fe Railroad tracks. These funds were sought to assist financially in the environmental remediation of the Barnum Printing site and move the overall Little Dry Creek regional detention improvement project forward.

Upon being awarded the grant, City staff proceeded to coordinate with the Colorado State Department of Public Health and Environment (CDPHE), the jurisdiction responsible for receiving and administering the grant from the U.S. Environmental Protection Agency, relative to moving forward with the remediation action and demolition. Given that the grant was on a reimbursement basis for work completed, City staff proceeded with the project and completed remediation and demolition of the building. Remediation and monitoring relative to the soil and groundwater contamination is continuing.

Upon completion of demolition and upon seeking reimbursement from CDPHE, City staff was made aware of the need to ensure the project was in compliance with Federal Davis Bacon wage requirements because the grant was a pass-through of Federal funds given to CDPHE on behalf of the CBRLF. Since the original source of funds was Federal dollars, any construction-related project must comply with Federal Davis Bacon wage requirements. Compliance requires that employees working on the project are paid the "prevailing wage" as determined by the Federal government for the Denver Metro area. Neither City staff nor CDPHE staff provided the necessary monitoring to determine compliance at the time the work was being done.

The contractor has indicated that he does not know if his employees working the project were paid the prevailing wages given the bid documents did not provide a Federal wage rate schedule. However, based on the contractor's similar experience with Davis Bacon, he believes it likely that wages paid were not in compliance with Davis Bacon. Staff has not obtained information from the contractor and employees that worked on the project, to determine the level of prevailing wage compliance. Further, the City would be technically in non-compliance by having not incorporated Davis Bacon documentation into the bid and contract documents, not conducting required worker interviews, and not collecting wage verification documentation such as pay stubs and payroll ledgers.

Given remaining questions regarding compliance with Davis Bacon provisions, Staff believes it in the interest of the City to not take receipt of the grant fund. Taking receipt of the funds at this time could result in the City having to repay the proceeds back to the Federal government if it is concluded that the contractor did not pay the prevailing wage required by Davis Bacon. This could also possibly affect the City's ability to secure other Federal grants or loans in the future. While the grant proceeds would be a beneficial contribution towards implementing the Little Dry Creek project, they are not essential as sufficient Capital Improvement Program (CIP) budget is available to cover the cost as part of the ongoing drainage improvement project.

The proposed City Council action is consistent with the City Council's goal of a "Financially Sustainable City Government Providing Exceptional Services" whereby not taking receipt of the grant funds protects its strong financial standing.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment – Councillor's Bill No. 54
Attachment – Barnum Remediation Site Map

BY AUTHORITY

ORDINANCE NO. **3713**

COUNCILLOR'S BILL NO. **54**

SERIES OF 2013

INTRODUCED BY COUNCILLORS
Pinter - Seitz

A BILL

**FOR AN ORDINANCE AMENDING THE 2013 BUDGET OF THE STORM DRAINAGE FUND
AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2013 ESTIMATED
REVENUES IN THE FUND**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2013 appropriation for the Storm Drainage Fund, initially appropriated by Ordinance No. 3655 is hereby increased by \$200,000. This appropriation is due to the receipt of federal grant funds.

Section 2. The \$200,000 increase in the Storm Drainage Fund shall be allocated to City Revenue and Expense accounts as described in the City Council Agenda Item 10 A, dated December 23, 2013 (a copy of which may be obtained from the City Clerk) increasing City fund budgets as follows:

Storm Drainage Fund	<u>\$200,000</u>
Total	<u>\$200,000</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 23rd day of December, 2013.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 13th day of January, 2014.

ATTEST:

Mayor

City Clerk

ATTACHMENT

Barnum Remediation Site



AGENDA

WESTMINSTER HOUSING AUTHORITY SPECIAL MEETING

MONDAY, FEBRUARY 10, 2014

AT 7:00 P.M.

- 1. Roll Call**
- 2. Minutes of Previous Meeting** (January 13, 2014)
- 3. Public Hearings and New Business**
 - A. Resolution No. 56 Authorizing Cooperative Agreement and Lease of Rodeo Market Building at 3915 W. 73rd Avenue to South Westminster Arts Group
- 4. Adjournment**

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE WESTMINSTER HOUSING AUTHORITY
MONDAY, JANUARY 13, 2014, AT 7:09 P.M.

ROLL CALL

Present at roll call were Chairperson Herb Atchison, Vice Chairperson Faith Winter, and Board Members Bruce Baker, Bob Briggs, Alberto Garcia, Emma Pinter, and Anita Seitz. Also present were J. Brent McFall, Executive Director, Martin McCullough, Attorney, and Linda Yeager, Administrative Secretary.

MINUTES OF PRECEDING MEETING

Board Member Briggs moved, seconded by Winter, to approve the minutes of the meeting of November 11, 2013, as written and distributed. The motion carried unanimously.

RESOLUTION NO. 55 ADOPTING THE 2014 BUDGET

Vice Chairperson Winter moved, seconded by Pinter, to adopt Resolution No. 55 approving the 2014 Westminster Housing Authority Budget. On roll call vote, the motion passed unanimously.

ADJOURNMENT

There being no further business to conduct, the meeting adjourned at 7:11 p.m.

Chairperson

ATTEST:

Administrative Secretary

WHA Agenda Item 3 A

Agenda Memorandum

Westminster Housing Authority Meeting
February 10, 2014



SUBJECT: Resolution No. 56 re South Westminster Arts Group Cooperative Agreement and Lease of Rodeo Market Property

Prepared By: Tony Chacon, Senior Projects Coordinator

Recommended Board Action

Adopt Resolution No. 56 authorizing the Executive Director to execute a Cooperative Agreement and lease, in substantially the same form as attached, with the South Westminster Arts Group for use of Westminster Housing Authority-owned property at 3915 West 73rd Avenue, commonly known as the Rodeo Market building.

Summary Statement

- The Westminster Housing Authority (WHA) Board owns property at 3915 West 73rd Avenue, commonly known as the Rodeo Market building, which has been leased to the South Westminster Arts Group (SWAG) over the last several years to serve as an arts-based community center and gallery.
- SWAG is proposing to enter into a Cooperative Agreement with the WHA that will permit them to lease the premises through December 31, 2014 to promote and conduct arts and cultural activities of benefit to Westminster residents and businesses. Per the proposed lease, SWAG would pay \$10 per year.
- SWAG would be responsible for paying water, sewer, electric and gas utility costs in full for the period of the lease with financial assistance from the City as an \$8,000 cash grant to be distributed on a quarterly basis subject to SWAG keeping current on the utility payments. This arrangement is recommended as it will assist SWAG in its pursuit of grant funds requiring evidence of a local government contribution in support of the organization, such as the Scientific and Cultural Facilities District (SCFD) grant program.
- The WHA would be responsible for paying costs associated with repairs to the facilities and watering of the “park” area immediately adjacent to the Rodeo Market building, while SWAG will be responsible for general maintenance and upkeep of the buildings and property.
- In return for the nominal lease rate and financial consideration, SWAG will work closely with City of Westminster staff to develop and implement arts and cultural activities for the local residents and businesses.

Expenditure Required: \$8,000

Source of Funds: 2014 WHA Budget

Policy Issue

Should the Westminster Housing Authority continue to lease the Rodeo Market property to the non-profit South Westminster Arts Group (SWAG) for \$10.00 per year and provide a \$8,000 financial contribution to assist in paying for utility costs?

Alternatives

1. Do not lease the premises to SWAG. This alternative is not recommended given the tremendous strides SWAG has made in attracting artistic talent, raising community goodwill, and promoting arts related activities. A failure to lease the premises to SWAG could result in the demise of the organization and potentially have a negative impact on the positive strides made to date.
2. Lease the premises with a required higher financial contribution from SWAG. This alternative is not recommended as SWAG does not currently have the financial capability to incur high operational costs given its current limited access to other resources, particularly funding from the Denver Metro Scientific and Cultural Facilities District.
3. Make the premises available to other prospective tenants at a higher rent. This option may have the potential to generate additional revenue to the WHA; however, pursuit of this option would require SWAG to vacate the premises, which could lead to the organizations demise.
4. Do not lease the premises at this time. This option is not recommended as a vacant space could be viewed as contributing to blight and be more prone to vandalism. Further, the WHA may need to continue to incur utility costs so as to preserve the structural integrity of the premises for future use.

Background Information:

The City of Westminster initiated the South Westminster revitalization efforts in 1997 with the redevelopment of the Westminster Plaza Shopping Center. The South Westminster Strategic Revitalization Plan was thereafter prepared and approved by City Council on January 22, 2001. Significant revitalization success has been made with implementation of the plan having led to the construction of 72 new townhouses and a 12,000 square foot commercial building, several street enhancement projects, and park and library improvements.

As another implementation effort, the City saw an opportunity in pursuing and developing arts and cultural programming as a means of attracting new residents and businesses, while also providing activities and events for the existing neighborhood population. In pursuit of this goal, an effort was made to increase the non-profit capacity in the South Westminster neighborhood to support the arts and create business incubator opportunities. The result of this effort was the creation of the South Westminster Arts Group (SWAG), which works with local Westminster artists to create and sustain a community-based arts network.

Concurrent with the creation of SWAG, the WHA made two properties it owns, the Vehicle Service Center (VSC) building at 7287 Lowell Boulevard and the Rodeo Market property at 3915 West 73rd Avenue, available for creating a 50-seat community theater and community arts and cultural center. Accordingly, the VSC was converted into the theater and the interior of the Rodeo Market building was remodeled, and the historic exterior front façade restored, to accommodate a gallery and class space. Upon completion of the improvements, SWAG opened and operated the gallery and conducted classes in the space. SWAG has been operating out of the Rodeo Market building for the past 5 years. SWAG remains instrumental in operating the community arts center and finding theater companies to provide performances. SWAG's endeavors have also helped attract artists and art galleries that have opened

nearby, which participate in an organized monthly art walk and other arts related programs throughout the year. SWAG also has the responsibility for planning and hosting the annual Fall Orchard Festival and participates in the Spring Jazz Festival, both of which have continued to grow in vendor and attendee participation.

Since 2008, SWAG has entered into a lease agreement with the WHA to operate the Rodeo Market facility as a gallery and arts center, and facilitate utilization of the VSC as a community theater. Since its inception, SWAG has operated as a volunteer-based organization with limited financial capacity, which impedes its ability to incur significant operational costs, including rent and utilities. This limitation is primarily a product of SWAG's limitation towards pursuing substantial grant and donation resources until such time as it is able to attain its official status as a 501(c)3 non-profit organization and then attain eligibility with prospective donors. With this known financial limitation, and in an effort to assist SWAG in continuing and growing its successful arts endeavors in the South Westminster neighborhood, the WHA has leased the premises to SWAG annually for a nominal annual fee of \$10.00. In addition, the WHA has assumed responsibility for major maintenance and repair of the facilities, and has provided financial assistance to pay for the cost of water, sewer, electric, and gas utilities.

SWAG continues to work diligently on enhancing its financial capacity. The organization officially obtained its official status as a 501(c)3 non-profit in 2011, thereby allowing it to pursue more substantial grants from larger organizations, particularly the Denver Metro Area Scientific and Cultural Facilities District (SCFD). SWAG, having complied with the SCFD's required eligibility "waiting period" in 2013, applied for funding in 2014. However, the SCFD chose not to provide funding in 2014. SWAG will again be eligible, and intends to apply for SCFD funding for 2015. SWAG's success in obtaining a grant from the SCFD in 2015 will be premised, in part, on the City of Westminster and/or WHA's cash financial support provided in 2014. While the WHA's contributions through the nominal lease provided to SWAG and payment of the utility costs are significant, the SCFD does not recognize this "in-kind" assistance as part of a local government cash match.

Of recent, the City has not provided any direct cash contribution to SWAG given the City's budgetary limitations. The WHA, however, has had sufficient resources to cover the cost of utilities that provided an opportunity to address this particular funding dilemma. Providing the utility funding assistance, as mentioned previously, in the form of a grant allows SWAG to show compliance with the local government match requirement of the SCFD. While serving as a cash contribution, the funds remain dedicated and applied towards utility costs. Staff is proposing a grant of \$8000 to be applied towards utility costs in 2014 that would be distributed to SWAG in four quarterly payments. This approach would provide several benefits to WHA and SWAG including:

- SWAG would receive a cash contribution that could be critical to being successful in leveraging funding from other grant sources, including the SCFD;
- Putting the utilities in SWAG's name would increase its credit worthiness as a non-profit organization;
- The City would be removed from the responsibility of managing and paying the bills; and,
- SWAG would have more of an incentive to keep utility costs in check.

The 2014 WHA budget has sufficient funds in its utility account to provide the grant.

Staff proposes that the WHA again enter into a lease agreement (Attachment A) with SWAG for the year 2014 that includes the following terms and conditions:

- The lease would terminate December 31, 2014;
- SWAG would pay a lease rate of \$10.00 for utilization of the Rodeo Market building and adjacent grounds for the lease period;
- The WHA would be responsible for major maintenance and repairs;

- SWAG would be responsible for paying bills related to water, sanitary, electric, gas, phone and cable;
- SWAG would be responsible for the planter beds, plazas, sidewalks and trails on the property, with the WHA responsible for lawn mowing and watering; and,
- SWAG would be required to carry its own liability insurance in addition to the coverage obtained by the WHA through the Colorado Insurance Colorado Intergovernmental Risk Sharing Agency (CIRSA).

In addition to the lease, Staff is proposing to enter into an Agreement (Attachment B) with SWAG relative to utilization of the space and working collectively to strengthen the operational and funding capacity of the organization. Significant provisions in the agreement include:

- Authorizes execution of a lease to SWAG for the Rodeo Market building and adjacent grounds;
- Provides a position on the SWAG board for a representative from City staff;
- Requires SWAG to prepare and submit a budget and year-ending report to the City;
- Provides for an \$8,000 cash grant from WHA to SWAG to assist in paying for utility costs;
- Permits SWAG to utilize the community theater on the VSC property, at 7287 Lowell Boulevard and 3630 W. 73rd Avenue, under separate agreement;
- Requires SWAG to conduct community activities, events and classes in the Rodeo Market building;
- Assigns the responsibility of planning and hosting the annual Orchard Festival to SWAG; and,
- Assigns responsibility to SWAG to coordinate and implement the Sculptures in the Park art competition and installation.

The approval of the proposed lease to SWAG meets the City's Strategic Plan Goal of creating "Vibrant Neighborhoods and Commercial Areas," with the Objective to "develop Westminster as a cultural art community."

Respectfully submitted,

J. Brent McFall
Executive Director

Attachments

- Resolution
- Attachment A: Lease Agreement
- Attachment B: Cooperative Agreement

WESTMINSTER HOUSING AUTHORITY

RESOLUTION NO. **56**

INTRODUCED BY BOARD MEMBERS

SERIES OF 2014

**A RESOLUTION
APPROVING A COOPERATIVE AGREEMENT AND LEASE AGREEMENT
BETWEEN THE WESTMINSTER HOUSING AUTHORITY
AND THE SOUTH WESTMINSTER ARTS GROUP FOR
3915 WEST 73RD AVENUE AND 7287 LOWELL BOULEVARD**

WHEREAS, the Westminster Housing Authority (WHA) owns property located at 3915 West 73rd Avenue and 7287 Lowell Boulevard; and

WHEREAS, the South Westminster Arts Group is a non-profit organization dedicated to promoting community arts activities and providing an incubator for artists' businesses; and

WHEREAS, the South Westminster Arts Group proposes to lease the property at 3915 W. 73rd Avenue to serve as their operational offices and promote community arts activities, including conducting and hosting art shows, meetings, classes and programming that support the growth of non-profit cultural activity and artists' businesses; and

WHEREAS, the South Westminster Arts Group (SWAG) proposes to recruit and secure a theatrical company that will utilize the community theater space at 7287 W. 73rd Avenue, and lease such premises under separate agreement with the WHA at such time such a tenant is found; and,

WHEREAS, the attached Cooperative Agreement details the WHA's understanding under which it will support SWAG's efforts and the attached Lease Agreement would allow the SWA G to operate out of the Rodeo Market building.

NOW, THEREFORE, be it resolved by the Board of Commissioners of the Westminster Housing Authority that the Executive Director is hereby authorized to execute and the Authority Clerk to attest the attached Cooperative Agreement and the attached Lease Agreement, or a substantially similar form of either as approved by the Authority's Attorney.

PASSED AND ADOPTED this 10th day of February, 2014.

Chairperson

ATTEST:

APPROVED AS TO LEGAL FORM:

Secretary

Authority Attorney

ATTACHMENT "A"

LEASE AGREEMENT

This **Lease** is made between the **WESTMINSTER HOUSING AUTHORITY**, a Colorado public housing authority (hereinafter called "Lessor" or "Authority"), and **SOUTH WESTMINSTER ARTS GROUP**, a Colorado nonprofit corporation (hereinafter called "Lessee" or "SWAG").

Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, the Premises described in Paragraph 1 below, subject to the terms, conditions, and agreements set forth herein below:

- 1. Premises.** The Premises consist of the building and property located at 3915 West 73rd Avenue, Westminster, CO, and as depicted in Exhibit 1 attached hereto and incorporated herein by reference.
- 2. Term and Rent.** Lessor demises the above Premises for a term of one year, commencing 12:00 a.m. on January 1, 2014, terminating 12:00 a.m. on January 1, 2015, or sooner as provided herein (hereinafter, the "Term"), for a nominal rent payment for the Term in the sum of Ten Dollars (\$10.00) per annum, and for other good and valuable consideration, including but not limited to the terms and conditions contained in that certain Cooperative Agreement between the Authority and SWAG, dated _____, 2014.
- 3. Use.** Lessee shall use and occupy the Premises for activities and functions specifically related to the purpose and mission of the South Westminister Arts Group, as follows:

Allowable uses of the property under this lease agreement include:

- Cultural, educational, and arts-related programming including art shows, art walks, exhibitions, demonstrations, classes, seminars, workshops, special events and festivals offered or sponsored directly by SWAG.
- 3rd party short-term rental [less than 24 hours at a time] of facilities for private events, classes, meetings, seminars and workshops, subject to 3rd Party rental agreement to be established and administered by SWAG. Rentals which extend greater than a 24 hour rental period require prior approval from the Westminister Housing Authority.
- Community use and neighborhood access.

The Premises shall not be used for other purposes unless approved in writing by the Lessor.

SWAG will maintain records of all programming including both SWAG sponsored programming and all 3rd Party rentals of the property and the Westminister Housing Authority shall retain the right to inspect such records at any time.

4. Utilities, Care and Maintenance of Premises.

a. Lessee's responsibilities: Lessee acknowledges and accepts the Premises in their as-is condition. Lessee shall, at its own expense and at all times during the Term of this Lease, maintain the Premises in good and safe condition, and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. In addition, Lessee shall be responsible for:

- paying the cost of utilities as defined in item 8.
- the routine care and maintenance of the interior of the Premises of a housekeeping nature, including custodial and janitorial services, normal and reasonable cleaning, and the replacement of all consumable or expendable items such as light bulbs, cleaning, bathroom and office supplies and all items brought into the Premises by the Lessee
- keeping the exterior of that portion of the Premises constituting the lot at 3915 West 73rd Avenue clean and free of weeds, including the plaza area to the west of the building.

b. Lessor's responsibilities: The Lessor shall be responsible for all general repairs relative to the principal structure of the Premises, including roofing, plumbing, mechanical and electrical equipment. Minor interior repairs, which do not exceed \$500 in cost, can be submitted to the City of Westminster Building Operations and Maintenance Department and will be handled subject to the availability of City staff. Minor interior repairs exceeding \$500 in cost shall be made by Lessor only upon approval of the Executive Director of the Authority.

5. Alterations.

a. Interior. Lessee shall not, without first obtaining the prior written consent of Authority staff, make any interior alterations, additions, or improvements to the principal structure of the Premises. Any such alterations, additions, or improvements approved by, or installed by, the Authority becomes fixtures appurtenant to the Premises.

b. Exterior. Lessee shall not make any changes to the exterior of the Premises. In particular, the south elevation is a historic restoration funded in 2009 by the State Historical Fund. As a result of this funding and the local historic landmark designation, no alterations, including signage, may be made to any part of the exterior of the building without permission from both the Westminster Historic Landmark Board and the State Historical Fund.

6. Ordinances and Statutes. Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises, occasioned by or affecting the use thereof by Lessee.

7. Assignment, Subletting, and unauthorized Use. Lessee shall not assign this Lease, sublet, or allow utilization for purposes other than arts, educational, or cultural programming or activities, any portion of the Premises without prior written consent of the Lessor, which shall be granted or refused in Lessor's sole discretion. Any such assignment, subletting or impermissible utilization without Lessor's consent shall be void and, at the option of the Lessor, grounds for Lessor's immediate termination of this Lease.

8. Utilities. The Lessee shall provide and pay for utility charges as they become due, including those for heat, electricity, water and sewer for the 2014 year. All applications and connections for other services desired by Lessee for the Premises shall be made in the name of Lessee only, and Lessee shall be solely liable for such charges as they become due, including those for cable, Internet, alarm and telephone services. Pursuant to that certain Cooperative Agreement between the Authority and SWAG, dated February ____, 2014, Lessor may provide grant funding to offset some of Lessee's utility charges, but this in no way relieves Lessee of its obligations hereunder.

9. Entry and Inspection. Lessee shall permit Lessor or Lessor's agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this Lease, to place upon the Premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the Premises thereafter.

10. Possession. If Lessor is unable to deliver possession of the Premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby.

11. Indemnification of Lessor. Lessor shall not be liable for any damage or injury to any person or property occurring on the Premises during the Term of this Lease. Lessee agrees to indemnify and save and hold Lessor harmless from any claims for such damage or injury, no matter how caused, except to the extent such damage or injury was the direct and proximate result of Lessor's negligent act or omission, provided, however, that nothing herein shall be deemed or construed as a waiver by Lessor of any of the protections or limitations against liability to which Lessor may be entitled under the Colorado Governmental Immunity Act. Lessee may satisfy its obligations pursuant to this paragraph by assuming the defense of and liability, if any, for any such claim brought against the Lessor, and retaining for such defense qualified legal counsel reasonably acceptable to the Authority.

12. Insurance.

a. Lessee, at its expense, shall maintain comprehensive commercial liability insurance, including coverage for bodily injury and property damage, insuring Lessee and naming Lessor as an additional insured with minimum coverage as follows: \$1,000,000 per occurrence. The insurance shall include coverage for contractual liability. Additional insurance shall be obtained in the event any aggregate limitations result in per occurrence coverage of less than \$1,000,000.

b. Prior to taking possession of the Premises pursuant to this Lease, Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies that may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation that might otherwise exist.

13. Eminent Domain. If the Premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the Premises, shall be taken by eminent domain, this Lease shall terminate on the date when title vests pursuant to such taking.

14. Destruction of Premises. In the event that the Premises or any part of the building in which the Premises may be situated is damaged or destroyed by any cause to an extent that renders the Premises unsafe or unusable for Lessee's purposes, either Lessee or Lessor may terminate this Lease forthwith. In no event shall the Lessor have any obligation to repair or replace the Premises in the event of any such damage or destruction and Lessee's sole and exclusive remedy in the event of such damage to or destruction of the Premises or the building in which it is located is the termination of this Lease.

15. Lessor's Remedies on Default. If Lessee defaults in the performance of any of the covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within ten (10) days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such ten (10) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this Lease on not less than twenty (20) days' notice to Lessee. On the date specified in such notice, the Term of this Lease shall terminate, and Lessee shall then quit and surrender the Premises to Lessor, without extinguishing Lessee's liability. If this Lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the Premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any Term shall be deemed a waiver.

16. Taxes. Lessee shall be solely responsible for the payment of any property or other taxes that may arise as a result of Lessee's use of the Premises. The Lessee covenants and warrants to Lessor that Lessee

is exempt from all federal, state and local taxes and further, that Lessee shall take no action to cause the loss of its exemption from said taxes. Lessee further covenants and agrees with the Lessor that in the event Lessee shall lose its exemption from taxes for any reason, Lessee shall timely pay all and any taxes accruing as a result thereof. Lessee further covenants and agrees to indemnify and hold Lessor harmless against any claims or judgments for unpaid taxes resulting from Lessee's use of the Premises.

17. Attorneys' Fees. In case suit should be brought for recovery of the Premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the Premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorneys' fees. For any controversy or claim arising out of or relating to this Lease, or the breach thereof, the parties agree to attempt to mediate any such disputes in good faith prior to filing any action against the other.

18. Waiver. No failure of Lessor to enforce any Term hereof shall be deemed to be a waiver.

19. Heirs, Assigns, Successors. This Lease is binding upon and shall inure to the benefit of the heirs, assigns and successors in interest to the parties.

20. Subordination. This Lease is and shall be subordinated to all existing and future liens and encumbrances against the Premises.

22. Entire Agreement. Except as provided in Paragraph 2 above, this Lease constitutes the entire agreement between the parties concerning the Premises and may be modified only by a written amendment signed by both parties.

23. Survival. Paragraphs 8, 11, and 15 through 20 inclusive shall survive any termination of this Lease by either Lessee or Lessor.

Signed as of this ____ day of _____, 2014, *nunc pro tunc* to January 1, 2014.

WESTMINSTER HOUSING AUTHORITY

SOUTH WESTMINSTER ARTS GROUP

By: _____
J. Brent McFall, Executive Director

By: _____
Debbie Teter, Chair

Attest: _____
Authority Clerk

Attest: _____


APPROVED AS TO LEGAL FORM:

Authority Attorney

EXHIBIT 1

Location Map -- 3915 W. 73rd Avenue



 Lease Boundaries



ATTACHMENT "B"

A COOPERATIVE AGREEMENT

Between the

CITY OF WESTMINSTER, THE WESTMINSTER HOUSING AUTHORITY

And the

SOUTH WESTMINSTER ARTS GROUP

This Agreement is made and entered into this ____ day of February, 2014, by and between the CITY OF WESTMINSTER ("City"), the WESTMINSTER HOUSING AUTHORITY ("WHA") and the South Westminster Arts Group ("SWAG").

WHEREAS, the City believes that arts and cultural programming and activities can be a viable and valuable component of facilitating South Westminster revitalization; and,

WHEREAS, the City, has supported the creation of SWAG to promote the arts and culture as a means of facilitating revitalization of the South Westminster community and has a vested interest in the continued success of SWAG; and

WHEREAS, SWAG has been successful in promoting and attracting arts-related activities and businesses into the South Westminster community; and

WHEREAS, the Westminster Housing Authority owns properties at 7287 Lowell Boulevard, 3630 W. 73rd Avenue, and 3915 W. 73rd Avenue, that can serve to support arts and culture-related programming; and,

WHEREAS, the City, WHA and SWAG desire to continue working in partnership to further promote the arts as a means of facilitating revitalization of the South Westminster community.

NOW, THEREFORE, in consideration of the above premises and the covenants, promises, and agreements set forth below, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

A. GOVERNANCE AND OPERATION.

1. SWAG shall invite a City representative to serve on the SWAG board, and the City shall appoint a City staff person to sit and participate as a board member.

2. The City and SWAG shall work collectively to amend the SWAG bylaws to restructure the SWAG board so as to strengthen its capacity and effectiveness for the purpose of fulfilling its basic mission of promoting the arts and culture as a means of facilitating revitalization of the South Westminster community.
3. SWAG shall prepare and adopt a five year Strategic Action Plan for the years 2015 through 2019 by October 31, 2014.

B. FINANCE AND REPORTING.

1. SWAG shall prepare and submit a 2014 budget to the City by March 30, 2014.
2. As and when board meetings occur, SWAG shall provide the City with a copy of the Board meeting minutes within 15 days after SWAG Board approval or acceptance;
3. SWAG shall prepare and submit an annual report to the City by October 31 of each year detailing the following, at a minimum:
 - a. Board member information including names, roles, and operational responsibilities;
 - b. Membership and volunteer numbers and information pertaining to total volunteer hours served by members, functions served, and residency;
 - c. Existing year budget and adopted upcoming year budget;
 - d. Grant applications and the results of said applications;
 - e. Profit and loss statement for a period beginning November 1 of prior budget year through October 31st of active budget year with detailed explanation of income and expenses;
 - f. Performance assessment and accomplishments relative to the SWAG Strategic Action Plan;
 - g. A detailed synopsis of classes, events and programs offered during the year along with attendance and revenue/cost details;
 - h. Community outreach and organizational collaboration;
 - i. Organizational capacity building efforts and initiatives that will strengthen and enhance SWAG's ability to pursue and receive grants from sources other than the City of Westminster or the Westminster Housing Authority.
 - j. General information on persons or groups participating in SWAG sponsored activities and events, such as participation numbers, participants domicile, age cohorts, and ethnicity, so as to assist in identifying recruitment and marketing needs to increase participation and diversity.
 - k. SWAG shall diligently pursue organizational eligibility from the Denver-metro Scientific and Cultural Facilities District, by working with SCFD to rectify organizational issues that have prevented past eligibility and preparing and filing a

copy of the eligibility application in a timely manner relative to an eligibility determination for the 2015 SCFD Grant Application round. The City shall support SWAG in its pursuit of SCFD eligibility by providing staff assistance, as determined necessary and reasonable by the City, and based upon staff availability.

C. FACILITIES AND OPERATIONS.

1. The Westminster Housing Authority (WHA) shall lease the premises at 3915 W. 73rd Avenue, hereby referred to as the Rodeo Market Community Arts Center, to SWAG, on the following general conditions, which shall be more fully set forth in the Lease document:
 - a. The premises shall be leased to SWAG for a period not to exceed one year ending December 31, 2014, for the use of arts and cultural-related activities and programming.
 - b. SWAG shall pay a nominal lease rate of \$10.00 per year;
 - c. WHA shall contribute \$8,000.00 as a grant to SWAG that shall be used to assist SWAG in paying for the cost of water, gas and electric utilities for the duration of the lease. Such contribution shall be disbursed in four (4) equal quarterly payments with first payment to be processed by the WHA with thirty (30 days) of execution of this Agreement, and thereafter on March 30, June 30, and September 30 of the year 2014.
 - d. SWAG shall make utility payments in timely manner and remain in good standing with all utility providers. At the end of each quarter, SWAG shall provide the WHA with evidence of utility payments for the preceding quarterly period. Disbursement of remaining grant funds, beginning March 30, 2014, shall not be provide to SWAG until such documentation showing payments has been provided.
 - e. Failure of SWAG to abide by this Agreement may result in immediate termination of such lease.
2. The WHA shall make the properties at 7287 Lowell Boulevard and 3630 W. 73rd Avenue available to SWAG for use as a community theater on a negotiated basis and under a future separate lease agreement with prospective users.
3. SWAG shall conduct or host classes and programming in the Rodeo Market Community Arts Center as it pertains to the total mission of the organization.
4. SWAG shall plan for, coordinate and run the annual Orchard Festival on the grounds of the Rodeo Market Community Arts Center and in the general vicinity of 73rd Avenue and Osceola Street in the fall, as follows:

- a. SWAG and the City shall coordinate and agree on an appropriate date for the festival.
 - b. SWAG shall apply for and obtain all required permits from the City and other regulating agencies;
 - c. The City shall waive any permit related fees required by the City;
 - d. The City shall coordinate with SWAG in providing logistical and equipment related support.
5. SWAG shall plan for, recruit artist submissions, and arrange for installation of art sculptures in the park area immediately east and north of the Rodeo Market Community Arts Center.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

CITY OF WESTMINSTER

SOUTH WESTMINSTER ARTS GROUP

 J. Brent McFall
 City Manager

 Debbie Teter
 Board Chair

ATTEST:

ATTEST:

 City Clerk

 SWAG Secretary

WESTMINSTER HOUSING AUTHORITY

ATTEST:

 J. Brent McFall
 Executive Director

 Secretary to the Authority

APPROVED AS TO FORM:

By: _____
 City Attorney's Office