



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 4) 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** (February 22, 2016 and February 29, 2016)
- 4. Presentations**
 - A. Child Abuse Prevention Month Proclamation
- 5. Citizen Communication (5 minutes or less)**
- 6. Report of City Officials**
 - A. City Manager's Report
- 7. City Council Comments**

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. Little Dry Creek Regional Detention Pond – Tenth Amended IGA with the Urban Drainage and Flood Control District with Adams County
 - B. 2016 Crime Victim Services Grant Application
 - C. 2016 Intergraph Corporation Software Maintenance Contract
 - D. 2016 Golf Courses Cumulative Purchases over \$75,000
 - E. 2016 Concrete Replacement Project
 - F. Citywide Street Sweeping Project
 - G. Second Reading of Councillor’s Bill No. 5 re Proposed EDA with Zimmer Biomet Spine, Inc.
- 9. Appointments and Resignations**
- 10. Public Hearings and Other New Business**
 - A. Councillor’s Bill No. 6 Re: Water Supply Development Project Supplemental Appropriation
 - B. Councillor’s Bill No. 7 Amending Section 13-1-3(Q) of the W.M.C. Concerning Disturbances in Parks
 - C. Councillor’s Bill No. 8 re First Amendment to the Westminster Station IGA with RTD
 - D. Councillor’s Bill No. 9 re First Amendment to the Westminster Station Local Agency Contribution IGA with RTD
 - E. Resolution No. 14 Establishing 2016 Recovery Contract Interest Rate
 - F. Resolution No. 15 Amending the 2016 Pay Plan
- 11. Old Business and Passage of Ordinances on Second Reading**
- 12. Miscellaneous Business and Executive Session**
 - A. City Council
- 13. Adjournment**

NOTE: Persons needing an accommodation must notify the City Clerk no later than noon on the Thursday prior to the scheduled Council meeting to allow adequate time to make arrangements. You can call 303-658-2161/TTY 711 or State Relay or write to mparker@cityofwestminster.us to make a reasonable accommodation request.

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.



2015 CITY OF WESTMINSTER STRATEGIC PLAN



VISIONARY LEADERSHIP, EFFECTIVE GOVERNANCE AND PROACTIVE REGIONAL COLLABORATION

The City of Westminster has articulated a clear vision for the future of the community. The vision is implemented through collaborative and transparent decision making. Westminster is proactively engaged with our partners to advance the common interests of the region.

- Develop communication, management and planning tools that move the City toward its vision while providing excellent government.
- Collaborate with state agencies, counties, school districts, neighboring cities and other governmental and non-governmental entities.



VIBRANT, INCLUSIVE AND ENGAGED COMMUNITY

Westminster provides options for an inclusive, demographically diverse citizenry in unique settings with community identity, ownership and sense of place, with easy access to amenities, shopping, employment and diverse integrated housing options. Members of the community are empowered to address community needs and important community issues through active involvement with City cultural, business and nonprofit groups.

- Advance strategies that demonstrate Westminster is a regional leader in providing affordable/workforce housing.
- Develop programs and strategies that build a unique sense of community in Westminster.
- Lead the development of cultural opportunities in Westminster.
- Identify the distinct neighborhoods of Westminster and help them begin to work together, as neighbors, to grow the sense of place and community in their neighborhoods.



BEAUTIFUL, DESIRABLE, SAFE AND ENVIRONMENTALLY RESPONSIBLE CITY

Westminster thoughtfully creates special places and settings. The City is an active steward, protecting and enhancing natural resources and environmental assets. The City promotes and fosters safe and healthy communities.

- Make a Citywide commitment to sustainability.
- Promote ongoing excellent management and maintenance of the City's parks and open space system.
- Provide opportunities for residents, visitors and employees to improve their personal wellness – physically, emotionally and intellectually.



DYNAMIC, DIVERSE ECONOMY

Westminster is a local government that fosters social, economic and environmental vitality and cultivates and strengthens a wide array of economic opportunities.

- Develop an economic development strategy that contributes to City vision attainment and is executed through collaborative work between the City of Westminster, the business community, residents and other partners of Westminster.



FINANCIALLY SUSTAINABLE GOVERNMENT PROVIDING EXCELLENCE IN CITY SERVICES

Westminster leads the region in a culture of innovation that exceeds expectations in providing value in all city services – the city shall be known for “the Westy Way.”

- Develop and maintain comprehensive municipal capital infrastructure master plan and financing strategy.
- Promote the organizational culture of Service, Pride, Integrity, Responsibility, Innovation and Teamwork.
- City Manager will develop an annual program of specific department business process improvement reviews.



EASE OF MOBILITY

Westminster pursues multi-modal transportation options to ensure the community is convenient, accessible and connected by local and regional transportation options through planning, collaboration, advocacy and execution. Transportation objectives include walkability, bike friendly, drivability, and mass-transit options.

- Improve the walkability and bikeability of Westminster.
- Improve mass-transit options throughout Westminster.

VISION:

Westminster is the next Urban Center of the Colorado Front Range. It is a vibrant inclusive, creative, and well-connected City. People choose Westminster because it is a dynamic community with distinct neighborhoods and a resilient local economy that includes: a spectrum of jobs; diverse, integrated housing; and shopping, cultural, entertainment, and restaurant options. It embraces the outdoors and is one of the most sustainable cities in America.

MISSION:

Our job is to deliver exceptional value and quality of life through S-P-I-R-I-T (Service, Pride, Integrity, Responsibility, Innovation, Teamwork).

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE CITY COUNCIL MEETING
HELD ON MONDAY, FEBRUARY 22, 2016

PLEDGE OF ALLEGIANCE

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

ROLL CALL

Mayor Herb Atchison, Mayor Pro Tem Alberto Garcia, and Councillors Bruce Baker, Shannon Bird, Maria De Cambra, Emma Pinter, and Anita Seitz were present at roll call. Also present were City Manager Donald M. Tripp, City Attorney David Frankel, and City Clerk Michelle Parker.

CONSIDERATION OF MINUTES

Upon a motion by Councillor Baker, seconded by Councillor Seitz, the Council unanimously approved the minutes of the regular meeting of February 8, 2016, as presented.

PRESENTATIONS

Clerk's note: Mayor Atchison changed the order of business to move Presentations before Citizen Communication.

Mayor Atchison presented a Proclamation to John Fredrickson of Westminster Total Beverage recognizing their community service in supporting the Westminster Legacy Foundation. He remarked on the outstanding partnership that has been built between the City and the two organizations and acknowledged the extensive community work they do throughout the City. Also present representing the Westminster Legacy Foundation were Board Members Tony Lombard, Bill Christopher, Tim Kauffman, Tammie Hitchens, Treasurer; Laura Magnetti, Executive Director; and Jason Genck, President of the Board.

CITIZEN COMMUNICATION

Eric Brandt of Westminster stated that the Council has tried to silence him for years. He stood silently at the podium, and then asked Council to give citizens their full five minutes at every meeting.

Dr. Jacque Phillips of Thornton expressed concern about the school-to-prison pipeline. She was alarmed at the rate in which school resource officers are ticketing students, sending them into the municipal court system. She said that schools should be empowered to handle behavior issues. She asked that Council work together with the school district and the courts to stop sending kids to the criminal court system.

CITY MANAGER'S REPORT

City Manager Tripp expressed his thanks to the Westminster Legacy Foundation for attending the meeting. He also announced a post-meeting with one agenda item, and an Executive Session immediately following.

COUNCIL REPORTS

Councillor De Cambra invited citizens to attend the Community Summit on March 2 at the City Park Recreation Center. She welcomed input and feedback during the event, which had previously proven valuable before Council began the strategic planning process.

Councillor Garcia echoed thanks to the Westminster Legacy Foundation and Westminster Total Beverage for their contributions to the community. Yesterday was the first Kids and Family Art Sunday at the Irving Street Library, in partnership with the South Westminster Arts Group. The free event was hands-on, interactive, the kids really enjoyed it, and it happens every third Sunday.

Councillor Bird thanked Dr. Jacque Phillips for calling attention to a serious problem, and highlighting an area where the City can work with the school district and bring awareness to the issue. She also announced that RTD had opened a new route, 90L, which leaves from US-36 and Sheridan Blvd and goes to the Civic Center, four times a day.

Councillor Seitz acknowledged a tragic traffic collision that occurred over the weekend involving a Westminster officer and resulted in a driver fatality. She offered condolences to the family of the deceased and wished a swift recovery to the injured officer. She also wished to highlight one of the core City services, safe drinking water, and commented that Council would approve related expenses on the consent agenda for the care and safety of our citizens. She also enjoyed the Kids and Family Art Sunday, which was made possible by an SCFD grant. Finally, she also expressed thanks to the Westminster Legacy Foundation and Total Beverage, commenting that it is important to see businesses that are willing to give back to the community; and she challenged other businesses to make a difference in the Westminster community.

CONSENT AGENDA

The following items were presented on the consent agenda for City Council's action: accept the Financial Report for January 2016 as presented; authorize the City Manager to execute a contract with RockSol Consulting Group, Inc. in the amount of \$127,498 for construction engineering services on the Little Dry Creek Trail Project; and authorize a project contingency of \$53,782 for a total authorized expenditure of \$181,280; authorize the City Manager to execute a second contract amendment with A.G. Wassenaar to conduct analysis and remediation activities at the Municipal Services Center increasing from the first amendment amount of \$32,100 to \$147,000 with the second contract amendment, plus a contingency of \$15,000, for a total authorized expenditure of \$162,000; authorize the additional expenditure to Sill-TerHar Motors for the purchase of one Police Department patrol vehicle in the amount of \$31,095 to the previous Council approval of \$404,235, increasing the total authorized expenditure to \$435,330; authorize Staff to proceed with 2016 calendar year purchases of water chemicals through Multiple Assembly of Procurement Officials (MAPO) bids from PVS Technologies, Harcros Chemical Company, and DPC Industries; based on the recommendation of the City Manager, find that the public interest would best be served by authorizing negotiated purchases from the sole source providers Mississippi Lime Company in an amount not to exceed \$132,000 for lime, DPC Industries in an amount not to exceed \$87,600 for sodium hydroxide, and Thatcher Chemical Company in an amount not to exceed \$77,720 for ACH and ferric sulfate; and allow the purchase of these water treatment chemicals from other sources should the listed vendors be unable to deliver product, for a total authorized amount of the above water treatment chemical purchases not to exceed \$926,748 in 2016; and authorize an amendment to the design contract with J&T Consulting, Incorporated (J&T) to provide final design services for the Sheridan Boulevard Waterline Rehabilitation and Replacement Project in the amount of \$316,418 plus a contingency of \$32,000 for a total of \$348,418, and increasing the total authorized expenditure with this consultant from the previously approved amount of \$129,480 to \$477,898.

COUNCILLOR'S BILL NO. 5 RE PROPOSED EDA WITH ZIMMER BIOMET SPINE, INC.

Mayor Pro Tem Garcia moved, seconded by Councillor Seitz, to pass Councillor's Bill No. 5 on first reading to authorize the City Manager to execute and implement an Economic Development Agreement (EDA) with Zimmer Biomet Spine, Inc. The motion passed unanimously at roll call.

RESOLUTION NO. 13 UPDATING CITY COUNCIL'S RULES AND REGULATIONS RELATED TO ORDER OF BUSINESS

Upon a motion by Councillor Pinter, seconded by Councillor Bird, the Council unanimously passed Resolution No. 13 updating City Council's Rules and Regulations related to City Council's order of business. The motion passed on a 7:0 roll call vote.

COUNCILLOR'S BILL NO. 3 RE PROPOSED EDA WITH LOCAL FOODS CAMPUS INC.

It was moved by Councillor Pinter, seconded by Mayor Pro Tem Garcia, to pass on second reading Councillor's Bill No. 3 authorizing the City Manager to execute and implement an Economic Development Agreement (EDA) with Local Foods Campus Inc. substantially the same form as the agreement attached to the ordinance. On roll call vote, the motion passed 5:2, with Mayor Atchison and Councillor Baker voting no.

COUNCILLOR'S BILL NO. 4 RE PROPOSED EDA WITH WT INVESTMENT LIMITED, LLC

It was moved by Mayor Pro Tem Garcia, seconded by Councillor De Cambra, to pass on second reading Councillor's Bill No. 4 authorizing the City Manager to execute and implement an Economic Development Agreement (EDA) with WT Investment Limited LLC substantially the same form as the agreement attached to the ordinance. The motion passed 5:2 on a roll call vote, with Mayor Atchison and Councillor Baker voting no.

ADJOURNMENT

There was no further business to come before the City Council, and the Mayor adjourned the meeting at 7:30 p.m.

ATTEST:

Mayor

City Clerk

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE CITY COUNCIL SPECIAL MEETING
HELD ON MONDAY, FEBRUARY 29, 2016

PLEDGE OF ALLEGIANCE

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

ROLL CALL

Mayor Herb Atchison, Mayor Pro Tem Alberto Garcia, and Councillors Bruce Baker, Shannon Bird, Maria De Cambra, Emma Pinter, and Anita Seitz were present at roll call. Also present were City Manager Donald M. Tripp, City Attorney David Frankel, and City Clerk Michelle Parker.

DEVELOPMENT AGREEMENT WITH SHERMAN ASSOCIATES FOR BLOCK B-1/C-1

It was moved by Mayor Pro Tem Garcia, seconded by Councillor Pinter, to authorize the City Manager to execute a Development Agreement with Sherman Associates and Westminster Economic Development Authority (WEDA) in substantially the same form as presented to Council for the development of the B-1/C-1 block in Downtown Westminster. The motion carried by a vote of 6:1 with Councillor Baker voting no.

ADJOURNMENT

There was no further business to come before the City Council, and the Mayor adjourned the meeting at 7:10 p.m.

ATTEST:

City Clerk

Mayor



Agenda Item 4 A

Agenda Memorandum

City Council Meeting
March 14, 2016



SUBJECT: Child Abuse Prevention Month Proclamation

Prepared By: Michelle Parker, City Clerk

Recommended City Council Action

Councillor Seitz to present a proclamation declaring April 2016 to be Child Abuse Prevention Month.

Summary Statement

- Child abuse and neglect is a serious problem world-wide that knows no geographical boundaries. Nationally, 1 in 7 girls and 1 in 25 boys will be sexually abused before their 18th birthday. Ninety percent of the children are victimized by people they know.
- Ralston House, a nationally-accredited nonprofit agency, is the child advocacy center in Colorado's 1st and 17th Judicial Districts. It provides a safe, comfortable, child-friendly setting to help child victims and their families begin the healing process after traumatic sexual or physical experiences.
- Representatives from the Ralston House will be present to accept the proclamation.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

None identified.

Alternative

None identified.

Background Information

Ralston House professionals work with police departments, social services, and district attorneys in the 1st and 17th Judicial Districts to provide forensic interviews, forensic sexual assault medical exams and support services to children and teens suspected of being sexually or physically abused. Comprehensive services at the child-friendly Ralston House help child victims and their families begin the healing process after traumatic experiences.

Blue pinwheels have become the symbol of child abuse prevention awareness across the nation. Ralston House is asking organizations around Jefferson and Adams Counties to plant gardens of pinwheels in April to support the children in the community who have suffered abuse and prevent future child abuse. Each garden is a visible community demonstration of support to victimized children and their families. The gardens acknowledge that Westminster's citizens support them, believe in them, stand by their side and want to help them heal.

Attending to accept the proclamation on behalf of the Ralston House is Vanessa DeMott.

This proclamation addresses City Council's Strategic Plan Goal of Vibrant, Inclusive, and Engaged Community by supporting important community issues with nonprofit groups.

Respectfully submitted,

Donald M. Tripp
City Manager

Attachment: Proclamation

WHEREAS, every child deserves to grow up in a nurturing environment, free from harm and fear; and

WHEREAS, every responsible person would agree that even one abused child is too many, it is up to us as a community to tirelessly work to end the abuse of children through awareness and action; and

WHEREAS, Westminster has dedicated individuals and organizations who work daily to counter the problem of child abuse and to help parents obtain the assistance they need; and

WHEREAS, effective child abuse prevention programs, such as Ralston House, succeed because of partnerships among families, social service agencies, schools, religious and civic organizations, law enforcement agencies and the business community; and

WHEREAS, our community is stronger when all citizens become aware of child abuse prevention and become involved in supporting parents to raise their children in a safe and nurturing environment.

NOW, THEREFORE, I, Herb Atchison, Mayor of the City of Westminster, Colorado, on behalf of the Westminster City Council, do hereby proclaim April 2016 to be

CHILD ABUSE PREVENTION MONTH

and urge all citizens, community agencies, faith organizations and businesses to work collaboratively to increase their efforts to support families and prevent child abuse.

Signed this 14th day of March, 2016.

Herb Atchison, Mayor



Agenda Item 8 A

Agenda Memorandum

City Council Meeting
March 14, 2016



SUBJECT: Little Dry Creek Regional Detention Pond – Tenth Amended Intergovernmental Agreement with the Urban Drainage and Flood Control District and Adams County

Prepared By: Andrew Hawthorn, P.E. Senior Engineer

Recommended City Council Action

Authorize the City Manager to sign the tenth amended intergovernmental agreement with the Urban Drainage and Flood Control District and Adams County for the design of Little Dry Creek Regional Detention Pond, related channel improvements, and Creekside Drive.

Summary Statement

- This is the tenth amendment to the intergovernmental agreement (IGA) with the Urban Drainage and Flood Control District (UDFCD) for the Little Dry Creek Drainage Project, which was originally approved by the City Council on February 9, 2009. This amendment is necessary to encumber additional District funds and add City Storm Water Utility funds to the project budget in order to allow Staff to complete the final design, perform construction engineering inspections, provide construction materials testing, and perform geo-technical investigation work for proposed Creekside Drive, the new roadway that will run parallel to the south side of Little Dry Creek in the vicinity of Westminster Station.
- This amended IGA will add \$10,000 from the District into the project budget and add \$300,000 from the City's Storm Water Utility fund in order to complete the design and construction inspection services necessary for the future construction of Creekside Drive, the flood storage improvement project, and the 160-foot span pedestrian bridge over Little Dry Creek at the south side of the Westminster Station commuter rail platform.
- The IGA contains provisions for amending the document to allocate additional funding in future budget years.

Expenditure Required: \$310,000

Source of Funds: Storm Water Fund - Little Dry Creek Regional Detention Project (\$300,000)
Urban Drainage and Flood Control District (\$10,000)

Policy Issue

Should the City amend the Intergovernmental Agreement with the Urban Drainage and Flood Control District and Adams County for the design of Creekside Drive and the drainage and flood control improvements for a portion of Little Dry Creek from Lowell Boulevard to Federal Boulevard?

Alternative

Council could choose to not authorize this amended Intergovernmental Agreement at this time; however, Staff recommends approval of the amendment to provide additional funding that will help Staff complete the Creekside Drive project in a timely manner. The completion of this project is necessary to fulfill the terms of the IGA with Adams County requiring the City to design and construct Creekside Drive, which will serve as access from the south to the Westminster Station commuter rail boarding platform.

Background Information

The City entered into an Intergovernmental Agreement (IGA) with Adams County on February 10, 2015. A part of this IGA obligates the City to design and construct Creekside Drive, a new roadway for southern access to the new commuter rail station. As shown on the attached map, the proposed Creekside Drive extends from Lowell Boulevard east to 68th Avenue and Green Court. The City has received Adams County’s share of the project expenses and has appropriated the City’s share for the construction of this capital project. Engineering inspections and the design of Creekside Drive are intertwined with the Little Dry Creek regional detention project. Any design changes on one of these projects affects the design of the others. Staff has engaged the same design engineer to complete the design and inspection work on both of these projects.

This IGA with Urban Drainage includes design, testing and inspection services for the remainder of the Creekside Drive and Little Dry Creek regional detention projects. A separate request for City Council action will be presented at a later date for a contract amendment for the actual construction of Creekside Drive. The construction of Creekside Drive is proposed to be included as a contract amendment with Concrete Express, Inc., the contractor performing the work on the Little Dry Creek drainage project.

The current phase of work on the Little Dry Creek Drainage project involves the construction and installation of flood control and drainage improvements including the relocation of Little Dry Creek 200 feet to the north of its current alignment, the export of 300,000 cubic yards of soil to create flood water storage including a 2.3-acre lake (which is complete), and the design of a 160-foot long pedestrian bridge for access to the commuter rail platform.

The original IGA for this project was authorized by City Council on February 9, 2009. Since that time, the Agreement has been amended nine times as the various partners accrued additional funds to contribute toward the project. This is expected to be the final IGA that will commit City funds to this project. There are expected to be additional amendments that incorporate additional Urban Drainage reimbursement funds. With City Council’s approval of this requested tenth amendment, the total contributions to the project budget will be as outlined below:

| | DISTRICT | COUNTY | CITY |
|---------------------------|-----------|-----------|-------------|
| Original | \$100,000 | \$150,000 | \$150,000 |
| 1 st Amendment | \$600,000 | \$0 | \$500,000 |
| 2 nd Amendment | \$275,000 | \$0 | \$275,000 |
| 3 rd Amendment | \$300,000 | \$0 | \$1,700,000 |

| | | | |
|---------------------------|--------------------|------------------|--------------------|
| 4 th Amendment | \$0 | \$0 | \$600,000 |
| 5 th Amendment | \$175,000 | \$0 | \$800,000 |
| 6 th Amendment | \$660,000 | \$0 | \$0 |
| 7 th Amendment | \$615,000 | \$0 | \$0 |
| 8 th Amendment | \$150,000 | \$0 | \$600,000 |
| 9 th Amendment | \$135,000 | \$0 | \$500,000 |
| 10 th | \$10,000 | \$0 | \$300,000 |
| TOTALS | \$3,020,000 | \$150,000 | \$5,425,000 |
| % share | 35.1% | 1.8% | 63.1% |

This IGA amendment is only for the design and construction related services as outlined above. It is important to note that the actual construction of this current phase of work has already been funded by the City and Adams County through a separate IGA that was authorized by City Council on January 26, 2015.

This project is dramatically changing and revitalizing this area as the regional open space and active recreational uses identified in the Little Dry Creek Park Master Plan are implemented. It is a multi-faceted project that will help advance the City of Westminster’s Strategic Plan Goals of *Beautiful, Desirable, Environmentally Responsible City; Proactive Regional Collaboration; and Ease of Mobility*. Additionally, this project will assist in the development of a multi-modal transportation system and transit oriented development around the Westminster Station.

Respectfully submitted,

Donald M. Tripp
City Manager

Attachments: Tenth Amendment to IGA
Project Vicinity Map

TENTH AMENDMENT TO
AGREEMENT REGARDING
FINAL DESIGN, RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
LITTLE DRY CREEK FROM LOWELL BOULEVARD TO FEDERAL BOULEVARD

Agreement No. 08-09.09J
Project No. 100270

THIS AGREEMENT, made this _____ day of _____, 2016, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT"), CITY OF WESTMINSTER (hereinafter called "CITY") and ADAMS COUNTY (hereinafter called "COUNTY") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Final Design, Right-of-Way Acquisition and Construction of Drainage and Flood Control Improvements for Little Dry Creek from Lowell Boulevard to Federal Boulevard" (Agreement No. 08-09.09) dated August 19, 2009, as amended, and

WHEREAS, PARTIES now desire to proceed with construction; and

WHEREAS, PARTIES desire to increase the level of funding by \$310,000; and

WHEREAS, the City Council of CITY, the County Commissioners of COUNTY and the Board of Directors of DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. Paragraph 4. PROJECT COSTS AND ALLOCATION OF COSTS is deleted and replaced as follows:

4. PROJECT COSTS AND ALLOCATION OF COSTS

- A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following:

1. Final design services;
2. Delineation, description and acquisition of required rights-of-way/ easements;
3. Construction of improvements;
4. Contingencies mutually agreeable to PARTIES.

- B. It is understood that PROJECT costs as defined above are not to exceed \$8,595,000 without amendment to this Agreement.

PROJECT costs for the various elements of the effort are estimated as follows:

| <u>ITEM</u> | <u>AS AMENDED</u> | <u>PREVIOUSLY AMENDED</u> |
|-----------------|-------------------|---------------------------|
| 1. Final Design | \$ 2,210,000 | \$ 1,900,000 |
| 2. Right-of-way | 200,000 | 200,000 |
| 3. Construction | 5,950,000 | 5,950,000 |
| 4. Contingency | 235,000 | 235,000 |
| Grand Total | \$8,595,000 | \$8,285,000 |

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest.

- C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

| | <u>Percentage Share</u> | <u>Previously Contributed</u> | <u>Additional Contribution</u> | <u>Maximum Contribution</u> |
|-------------|-------------------------|-------------------------------|--------------------------------|-----------------------------|
| DISTRICT | 35.1% | \$3,010,000 | | \$3,020,000 |
| Capital | | | | |
| Maintenance | | | \$10,000 | |
| COUNTY | 1.8% | \$ 150,000 | \$ -0- | \$ 150,000 |
| CITY | 63.1% | \$5,125,000 | \$300,000 | \$5,425,000 |
| TOTAL | 100.0% | \$8,285,000 | \$310,000 | \$8,595,000 |

3. Paragraph 5. MANAGEMENT OF FINANCES is deleted and replaced as follows:

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's one-half share may come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior Board approval.

Payment of each party's full share (CITY - \$5,425,000; COUNTY - \$150,000; DISTRICT - \$3,020,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special interest bearing account to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to CITY and COUNTY of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares.

5. All other terms and conditions of Agreement No. 08-09.09 shall remain in full force and effect.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT

(SEAL)

By _____

ATTEST:

Name Paul A. Hindman

Title Executive Director

ADAMS COUNTY

(SEAL)

By _____

ATTEST:

Title _____

Date _____

APPROVED AS TO FORM:

County Attorney

CITY OF WESTMINSTER

(SEAL)

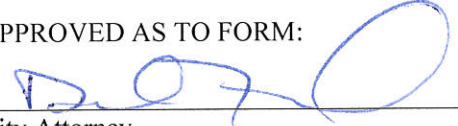
By _____

ATTEST:

Title _____

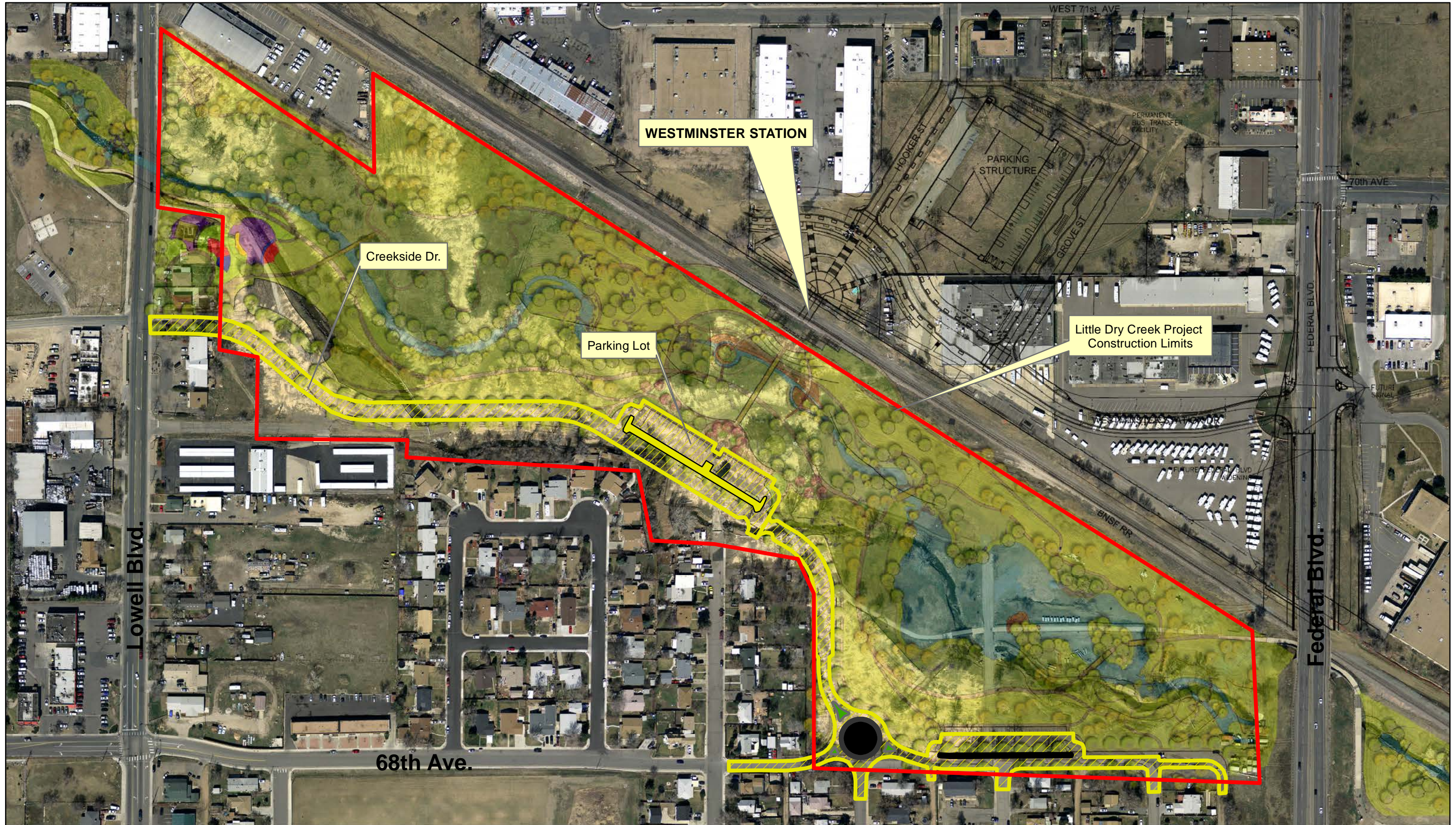
Date _____

APPROVED AS TO FORM:



City Attorney

CREEKSIDE DRIVE



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Feet

1 inch = 200 feet



Agenda Memorandum

City Council Meeting
March 14, 2015



SUBJECT: 2016 Crime Victim Services Grant Application

Prepared By: Lee Birk, Chief of Police
Drew Hogan, Victim Services Coordinator
Jeri Elliott, Senior Management Analyst

Recommended City Council Action

Ratify the Police Department application submittal for the 2016 Crime Victim Services Grant in the amount of \$73,507 for the purpose of hiring an additional 1.0 FTE Court Victim Advocate for the 2017 and 2018 calendar years.

Summary Statement

- The Police Department (PD) established the Victim Advocate Program in 1982 with the hiring of the first Victim Advocate (VA). In 1991, the City of Westminster initiated one of the first municipal Fast Track Domestic Violence Programs (FTDVP) in the State of Colorado. This program was created due to the special and unique nature of Domestic Violence (DV) and the need to intervene quickly in domestic related crimes. The FTDVP has served as a model for other jurisdictions and continues to be highly effective. The Victim Services Unit (VSU) is staffed with a Coordinator and 3.0 FTE VA's. One of the VA's is assigned and stationed full-time at the Municipal Court and is devoted almost exclusively to serving victims of DV in the FTDVP. There has not been an increase in the VSU staffing for 25 years.
- Over the years, the number of victims served in the VSU has increased substantially. In 2015, the number of victims served increased by 25% compared to 2014.
- Due to the ever increasing workload and changes in the Victim's Rights Amendment (VRA) and services required, the PD has recognized the need for additional staffing in the VSU. The 2016 Crime Victim Services (CVS) Grant provided an attractive and cost effective option to fund an additional 1.0 FTE Court VA.
- On February 1, 2016, the Colorado Department of Public Safety – Division of Criminal Justice, Office for Victim Programs posted the 2016 CVS documents. After Staff review of the grant requirements and particulars, it was determined that applying for the grant was a viable and attractive option. The grant does require a 33% match but this match can be satisfied with soft dollars, meaning that current staffing expenditures can satisfy the grant match requirements.
- The grant submittal deadline was March 1, 2016. Due to the short turnaround time, the grant application was submitted before City Council could be briefed on this issue.
- With authorization from City Council, Staff will continue to pursue this grant opportunity. Should City Council direct Staff to withdraw the application, this can be accomplished.

Expenditure Required: \$73,507

Source of Funds: 2016 Crime Victim Services Grant

Policy Issue

Should the City of Westminster Police Department continue to pursue the 2016 CVS Grant to fund an additional 1.0 FTE Court VA?

Alternative

Direct Staff to withdraw the submission of the 2016 CVS Grant. This option is not recommended because there is definite need for an additional Court VA and pursuit of this grant provides a cost effective option to fund this position potentially for the next two years.

Background Information

The Police Department (PD) established the Victim Advocate Program in 1982 with the first Victim Advocate (VA). In 1991, the City of Westminster initiated one of the first municipal Fast Track Domestic Violence Programs (FTDVP) in the State of Colorado. This program was created due to the special and unique nature of Domestic Violence (DV) and the need to intervene quickly in domestic related crimes. The FTDVP has served as a model for other jurisdictions and continues to be highly effective. The Victim Services Unit (VSU) is staffed with a Coordinator and 3.0 FTE VA's. One of the VA's is assigned and stationed full-time at the Municipal Court and is devoted almost exclusively to serving victims of DV in the FTDVP. There has not been an increase in the VSU staffing for 25 years.

The VSU also operates a Volunteer Program that utilizes approximately 20 volunteers to cover all shifts with backups, which accumulates to approximately 800 hours per month. Since 1991, there has not been any Staff added to the VSU. During that same time span, the City of Westminster's (City) population has increased by 50%. In 2015, the VSU served 3,423 victims and 342 of those victims were in the FTDVP. In 2015, the FTDVP saw an increase of 17% in cases compared to 2014.

Due to the increase in workload and changes in the Victim's Rights Amendment (VRA) and services required, the FTDVP is in need of an additional 1.0 FTE Court VA. By adding an additional Court VA, it will decrease the workload of the existing Court VA and will enhance our ability to adequately and appropriately provide direct services to victims of crime as well as allow us to meet the VRA requirements for victims of crime within the City. Furthermore, a current challenge is that often two trials are occurring simultaneously at the Municipal Court and the assigned VA is physically unable to be in both Court rooms to serve both victims adequately.

On February 1, 2016, the Colorado Department of Public Safety – Division of Criminal Justice, Office for Victim Programs posted the 2016 Crime Victim Services (CVS) Grant documents. However, the PD did not learn of the grant until February 4, 2016 and the grant application deadline was March 1st. Compounding the short turnaround available for staff review and analysis was that in January, our long term Victim Services Coordinator retired, leaving the VSU in a state of transition. The CVS Grant is a consolidated application and funding process, to distribute victim services grant funds from four separate grant sources (Victims of Crime Act, Violence Against Women Act, Sexual Assault Services Grant Program and State Victim Assistance and Law Enforcement) with approximately \$26,000,000 in grant funding combined. Funding recommendations made by the CVS Advisory Board will be for two consecutive one-year periods with separate contracts for each year and successful applicants will not have to reapply for funds in 2017. The award period is from January 1, 2017 – December 31, 2018, meaning the position would be funded for two calendar years under the grant.

Our strategy is to provide an in-kind (soft) match using the existing salary of the 1.0 FTE Court VA position. Due to the short turnaround time, the grant application was submitted before City Council could be briefed on this issue. Our request was for the salary (\$48,947) and fringe benefits (\$24,560) of an additional 1.0 FTE Court VA in the amount of \$73,507. The soft match will be \$24,502 (or 33%) of the total request of grant funds.

SUBJECT: 2016 Crime Victim Services Grant Application

Page 3

By applying for the CVS Grant program, it will allow for an additional 1.0 FTE Court VA for the FTDVP. This position will provide comprehensive direct victim services to victims of crime in both Adams and Jefferson County portions of the City.

Action on this item supports the City's Strategic Plan of Financially Sustainable Government Providing Excellence in City Services by providing exceptional value in city services.

Respectfully submitted,

Donald M. Tripp
City Manager



Agenda Memorandum

City Council Meeting
March 14, 2016



SUBJECT: 2016 Intergraph Corporation Software Maintenance Contract

Prepared By: Lee Birk, Chief of Police
Karin Marquez, Communications Supervisor

Recommended City Council Action

Authorize payment of \$189,550 to Intergraph Corporation for the 2015 Annual Software Maintenance Contract for the integrated Fire and Police Computer Aided Dispatch, Police Records Management System, Fire Records Management System, and Mobile computer application systems; and authorize the Police Department a 5% contingency of \$9,500 for unanticipated Intergraph services outside of the maintenance contract for a total authorized expenditure of \$199,050.

Summary Statement

- The City of Westminster purchased an integrated Computer Aided Dispatch (CAD), Police Records Management System (RMS), Fire Records Management System (FMS) and the Mobile computer applications from Intergraph Corporation in 2000. These systems are relied upon heavily by communications personnel for dispatching police and fire to emergencies and non-emergency events. The programs are utilized by police and fire personnel for entering call data from the public, police and fire offense reports and incident reports. They also provide a tool for field units to receive dispatch data and handle calls in the field.
- The 2016 annual payment of \$189,550 extends the Intergraph annual maintenance contract through March 31, 2017.
- The total includes a 5% contingency request of \$9,500. Staff does not foresee any unexpected expenditures that would require contingency expenditures. However, in the unlikely event such expenses should arise, the contingency would allow Staff to proceed quickly with any solutions without having to seek Council approval up to the contingency amount.
- It is critical for these systems to remain operational at all times and that problems with the system are addressed in a timely manner to ensure public safety response to critical incidents and emergencies. The yearly maintenance also provides for upgrades in existing software to ensure that the applications have current functionality as well as any necessary updates or repairs. The Information Technology Department strongly recommends that departments maintain current software applications and software maintenance contracts with their vendors to avoid system problems, and they support the Intergraph Corporation maintenance contract.
- The maintenance expenditure is specifically budgeted in the Police and Fire Department’s 2016 General Fund operating budget and is within budget.
- The Jefferson County E911 Authority Board will reimburse the City of Westminster in the amount of \$94,626 as part of a program fund to assist agencies with their CAD (computer aided dispatch) maintenance if funds are available.

Expenditure Required: \$189,550 – Intergraph Annual Software Maintenance Contract
\$9,500 – Contingency

Source of Funds: Police General Fund Operating Budget - \$142,185
Fire General Fund Operating Budget - \$56,865

Policy Issue

Should the City of Westminster renew the annual software maintenance contract with Intergraph Corporation for the Police and Fire CAD, Police RMS, and Mobile computer application system?

Alternatives

Do not pay the annual software maintenance and support. Staff does not recommend this alternative because this action would leave the communication and information technology operations of both the Police and Fire Departments without the support needed to keep the systems operating. This system is used for all non-emergency and emergency calls for service and is critical that patches and fixes are available in a timely fashion for Citizen and responder safety.

Background Information

The Intergraph systems were purchased in 2000 and included a Computer Aided Dispatch (CAD) system, Police Records Management System (RMS), Fire Records Management System (RMS), the Mobile Computer Application and various system interfaces to include Enhanced 911 (E911) and Automatic Vehicle Locating. The original cost of this system was \$1,473,475. The system was designed to integrate all applications and components together to allow for a seamless transmission of data and information.

Communications Staff input “service events” into a database and, in turn, field units are able to receive those service events through their mobile data computers and consequently submit on-line offense reports into the Police RMS as well as sending required data to the Fire RMS for follow up reporting. These events may be generated by a non-emergency or emergency request for service or received via radio from a field unit. The Police RMS is a repository for police crime reports, arrest data, impounded evidence and stolen property. It allows for the department to generate monthly and annual crime statistics that are required to be reported to the Federal Bureau of Investigations (FBI) via National Incident Based Reporting System (NIBRS) and to the Colorado Bureau of Investigations (CBI).

The City has executed and maintained a maintenance contract with Intergraph Corporation every year since the system was purchased. The annual maintenance contract allows all components of the system to be covered by the Intergraph Corporation. The contract provides for CAD system maintenance 24 hours a day, 365 days a year due to the critical nature of the application. The total amount requested also includes \$9,500 for contingency, which is approximately 5%. Staff does not foresee any unexpected expenditures that would require contingency expenditures. However, in the unlikely event such expenses should arise, the contingency would allow Staff to proceed quickly with any solutions without having to seek Council approval up to the contingency amount.

The amount included within the amended 2016 Budget in the Police and Fire Departments’ for this expense totals \$186,893. However, Staff anticipates financial support from the Jefferson County E911 Authority Board that will cover the \$12,157 difference; should the E911 reimbursement not occur, Staff will reallocate funds with the department budget to cover this expense.

Support by Intergraph Corporation allows customers several options. The first is to have an immediate response to a problem by calling a telephone service support line that provides software support. The support line is answered by Intergraph Corporation support engineers for product specific technical needs and problems. The second option, generally used for non-emergency requests, is to seek on-line help via a service request. The contract also provides for on-site support in the event that is required. Additionally, the yearly maintenance contract provides for software upgrades, updates and fixes to ensure that the applications have current functionality.

This request supports Council’s Strategic Plan goal of “Beautiful, Desirable, Safe and Environmentally Responsible City” by maintaining a cost effective Police and Fire RMS, CAD and reporting system. This system

assists both the Police and Fire Departments in responding to calls for service quickly and efficiently while maintaining accurate records of such events.

Respectfully submitted,

Donald M. Tripp
City Manager



Agenda Memorandum

**City Council Meeting
March 14, 2016**



SUBJECT: 2016 Golf Courses Cumulative Purchases over \$75,000

Prepared By: Lance Johnson, CGCS, Parks and Golf Manager
Chris Johnson, Parks and Golf Superintendent

Recommended City Council Action

Based on the recommendation of the City Manager, determine that the public interest will be best served by approving 2016 expenditures to the following vendors: Titleist/FootJoy, not to exceed \$125,000, and Oakley, not to exceed \$80,000.

Summary Statement

- These purchases are for routine commodities provided for resale at the City's two golf courses through specific single source vendors.
- The Westminster Municipal Code requires all purchases over \$75,000 be brought to City Council for authorization. Staff has taken a conservative approach in interpreting this requirement to include transactions where the cumulative total purchases of similar commodities or services from one vendor within the same department in a calendar year exceeds \$75,000.
- Adequate funding is appropriated in the 2016 City Council Approved Budget and are available in the Golf Course Funds for these purchases.

Expenditure Required: Not to exceed \$205,000

Source of Funds: Heritage at Westmoor Fund and Legacy Ridge Fund Operating Budgets

Policy Issue

Should Council approve the purchase of golf course commodities from the recommended vendors that total over \$75,000 for each vendor in 2016?

Alternatives

1. Do not approve the purchases as recommended. While each transaction with the above vendors represents a separate purchase, City Staff believes that a more conservative and prudent approach is to treat the cumulative smaller transactions as larger purchases making them subject to City Council approval.
2. City Council could choose to approve individual vendors and not the entire package. Staff does not recommend this option as this approach might jeopardize the golf courses' ability to generate revenue by limiting the use of proven revenue producing lines of merchandise recognized as the most popular or stylish brands.
3. City Council could request Staff solicits other vendors. Golf shop Staff currently utilizes other product lines to offer alternatives in merchandise and price points. Staff researches and works with many different vendors to offer a wide variety of selections. This would be a repetition of work already completed. The vendors listed in this agenda memo are typically the Staff's largest expenditures; other vendors that are used do not reach the City Council approved limits.

Background Information

Staff has identified two vendors, Titleist/FootJoy and Oakley, as potentially having aggregate amounts exceeding \$75,000 by the end of 2016. Funds are available in the appropriate budgets for these expenditures. These products are ordered directly from the manufacturer. They are sole source items and cannot be purchased from any other entity. The golf shops receive the best pricing available based upon the volume of sales, purchases and use of the quality products and services both vendors provide.

The details of these purchases are as follows:

- The City anticipates expenses not to exceed \$125,000 from Titleist/FootJoy for both of the City's golf courses combined. The City purchases high-quality range balls, merchandise for resale including golf shirts, shorts, outerwear, hats, golf gloves, golf balls and a limited number of clubs for stock in the golf shop and rental club sets. Titleist is the number one golf ball in the market and is the number one-selling golf ball and merchandise in the City's golf shops. Most golf club sets or individual clubs are sold on a special-order basis with Staff providing the customer with a custom club fit. With the release of new products from Titleist in 2016, Staff expects increased demand for their products.
- The City anticipates expenses from Oakley not to exceed \$80,000. The golf courses also purchase Oakley merchandise for resale including approximately 20% of the clothing and eyewear inventory at Legacy Ridge and over 33% at The Heritage at Westmoor in clothing and sunglasses and special-order clothing, shoes, and sunglasses. In 2015, Staff purchased approximately 40% of the golf shops' clothing line for resale from Oakley. Oakley is the number one sunglass manufacturer in the golf industry and is the number two top product sold in the City's golf shops. Oakley merchandise is at high demand for charity events and tournaments for gifts and tee prizes. Oakley provides competitive pricing to these events, helping events raise more funds and maintain the golf courses' profit margins.

- The net profit from Titleist/FootJoy and Oakley meets or exceeds our standards to maintain a 30% margin with merchandise for resale.

These purchases support City Council's Strategic Plan Goal of "Financially Sustainable City Government Providing Exceptional Services" by promoting a culture of innovation providing value in all city services.

Respectfully submitted,

Donald M. Tripp
City Manager



Agenda Memorandum

City Council Meeting
March 14, 2016



SUBJECT: 2016 Concrete Replacement Project

Prepared By: Barb Cinkosky, Street Projects Specialist
Dave Cantu, Street Operations Manager

Recommended City Council Action

Authorize the City Manager to execute a contract for concrete replacement to the low bidder, Keene Concrete, Inc., in the amount of \$1,617,123 and authorize a 20% contingency of \$323,425 for a total authorized expenditure of \$1,940,548.

Summary Statement

- The City of Westminster maintains over 750 miles of curbs, gutters, and sidewalks in public rights-of-way adjacent to City maintained streets.
- This project calls for the replacement of over 31,000 linear feet of deteriorated curbs, gutters, sidewalks, cross pans and curb ramps on streets earmarked for resurfacing or seal coating, including removal of an asphalt driveway and installation of a new concrete driveway at Westminster Fire Station 6.
- Staff reached out to the three school districts in the City to partner in this concrete bid; only Adams 12 submitted projects to be included into our 2016 Concrete Replacement Project Bid. Adams 12 will select their contractor and award separate from the City. Their totals are not reflected in this expenditure.
- Formal bids were solicited on the City’s website through DemandStar with five contractors responding.
- The City’s low bidder, Keene Concrete, Inc., meets all of the City’s bid requirements and has successfully completed Westminster’s concrete replacement project for the last ten consecutive years.
- The 2016 bid prices reflect a 6% increase over 2015 pricing. The 2016 price increase has been attributed to an increase in the costs of the two major components of ready mixed concrete and the continued construction boom in the Denver market with limited availability of responsible contractors.
- Adequate funds were budgeted and are available for this expenditure.

Expenditure Required: \$1,940,548

Source of Funds:

| | |
|-------------|--|
| \$1,432,966 | General Fund – Street Operations Operating Budget |
| \$250,000 | General Capital Improvement Fund - Major Concrete Replacement Program |
| \$157,582 | General Capital Improvement Fund – Fire Station Concrete/Asphalt Replacement Program |
| \$100,000 | General Capital Improvement Fund – Arterial Roadway Rehabilitation Improvements |

Policy Issue

Should City Council award the low bid to Keene Concrete, Inc., for the City's 2016 concrete replacement of curbs, gutters, and sidewalks as specified in the contract documents for this project?

Alternatives

1. City Council could choose to reject the bids received and rebid the project. Staff does not recommend this alternative because the City of Westminster project was competitively bid on DemandStar and another round of bidding is highly unlikely to result in any savings to the City and could possibly increase City costs for this project. In addition, re-opening this project for bids would delay the project's start time by two months. Because concrete replacement must be done prior to any other planned resurfacing or sealcoating work, delaying the concrete replacement would delay all of the other street improvements planned for 2016.
2. City Council could choose not to replace concrete on streets earmarked for resurfacing or sealcoating. The funds identified for the concrete replacement would then be available for additional 2016 asphalt work. Staff does not recommend this alternative, as any asphalt improvements performed without the associated concrete work would not realize full life expectancy due to accelerated deterioration where damaged gutters were not replaced. Additionally, the City would not be in compliance with the current Americans with Disabilities Act (ADA) requirements.

Background Information

Within the City of Westminster, there are over 750 miles of concrete curbs, gutters, sidewalks, cross pans and curb ramps in public rights-of-way and adjacent to City roadways. The Department of Public Works and Utilities has been replacing deteriorated sections of concrete in advance of planned street resurfacing, reconstruction or seal coating for the past eleven years. This process has both maximized pavement life by ensuring proper roadway drainage and maintained safe pedestrian facilities that meet ADA standards by installing compliant curb ramps where needed. The 2016 concrete replacement project includes the removal and replacement of 31,000 linear feet of concrete on 121 streets and the removal of an asphalt driveway and installation of a new concrete driveway at Fire Station 6.

In recent years, the City's concrete replacement project has been slowed by weather and an increase of smaller scale add-on concrete projects from other City departments. Because all of the 2016 street rehabilitation projects are dependent upon the completion of concrete replacement, Staff has prioritized the concrete work on streets earmarked for resurfacing or seal coats ahead of smaller concrete projects. Another concrete project will be brought before Council at a later date for authorization and approval that includes all of the smaller scale concrete projects not included in this expenditure.

This 2016 contract includes the replacement of the driveway at Fire Station #6. In 2015, the Fire Department re-allocated a larger and heavier ladder truck to Station 6. This resulted in a rapid deterioration of the asphalt driveway at this location. Fire Department driveway standards at stations with this type of truck are concrete. Replacement of the asphalt driveway with concrete at this station is a large scale project and was therefore included in the 2016 concrete replacement project.

Formal bids were solicited on the City’s website through DemandStar with five contractors responding.

The following bids were received:

| Vendor | Bid Amount |
|---|-----------------------|
| Keene Concrete, Inc. | \$1,617,123.00 |
| Silva Construction | \$1,643,975.60 |
| Noraa Concrete Construction Corp. | \$1,682,974.90 |
| Thoutt Bros. Concrete Contractors, Inc. | \$1,920,107.77 |
| Concrete Express, Inc. | \$1,995,443.50 |
| Staff Estimate | \$1,586,999.74 |

The City’s low bidder, Keene Concrete, Inc., meets all City bid requirements and has successfully completed Westminster’s concrete replacement project for the last ten consecutive years. Staff recommends awarding the low bid contract to Keene Concrete, Inc. in the amount of \$1,617,123 with a \$323,425 contingency, for a total authorized expenditure of \$1,940,548. Adequate funds were budgeted and are available for this project.

As a part of the City’s Strategic Plan initiative to look for opportunities to collaborate and assist our neighboring jurisdictions, Staff reached out to the three school districts in the City to offer them the opportunity to use the City’s bid for their own projects. Only Adams 12 submitted projects to be included into the City’s 2016 concrete replacement project bid. Adams 12 will select their contractor and award the work separate from the City. Their totals are not reflected in this expenditure.

The 2016 bid prices reflect a 6% increase over 2015 pricing. The 2016 price increase has been attributed to an increase in the costs of the two major components of ready mixed concrete and the continued construction boom in the Denver market with the limited availability of responsible contractors.

The proposed City Council action helps achieve City Council’s Strategic Plan Goals of “Visionary Leadership, Effective Governance and Proactive Regional Collaboration”, “Beautiful, Desirable, Safe and Environmentally Responsible City”, “Financially Sustainable Government Providing Excellence in City Services”, and “Ease of Mobility” by collaborating with school districts, and providing well maintained, sustainable City infrastructure and ease of mobility for the residents and guests of Westminster.

Respectfully submitted,

Donald M. Tripp
City Manager

Attachment: Map – 2016 Concrete Replacement Project



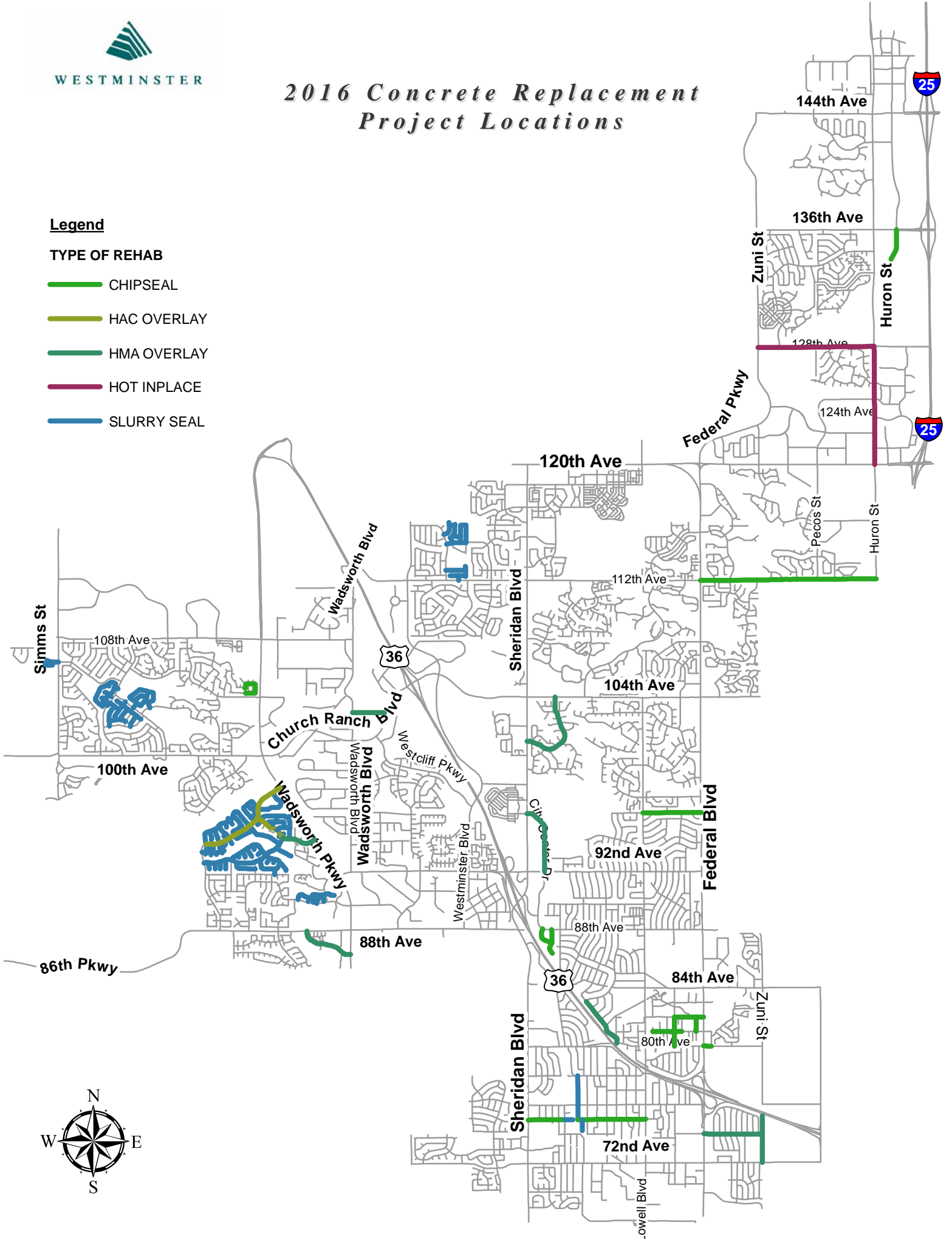
WESTMINSTER

2016 Concrete Replacement Project Locations

Legend

TYPE OF REHAB

- CHIPSEAL
- HAC OVERLAY
- HMA OVERLAY
- HOT INPLACE
- SLURRY SEAL





Agenda Memorandum

City Council Meeting
March 14, 2016



SUBJECT: Citywide Street Sweeping Project

Prepared By: Barb Cinkosky, Street Projects Specialist
Dave Cantu, Street Operations Manager

Recommended City Council Action

Authorize the City Manager to execute a contract for 2016 with options for two additional one-year renewals (2017 and 2018) for Citywide Street Sweeping to the low bidder, C & S Sweeping Services, Inc. in the amount of \$174,623 and authorize a 20% contingency of \$34,925 for an amount not to exceed \$209,548 in 2016; and price adjustments in 2017 and 2018 will be based on the Consumer Price Index for all urban customers.

Summary Statement

- The City utilizes the services of a private contractor to perform Citywide Street Sweeping of the City's streets.
- As proposed, annual contract renewals for 2017 and 2018 will require agreement by both parties and any price adjustments will be based on the Consumer Price Index for all urban customers.
- A three-year contract has proven to secure the lowest bid price possible, given the investment required by contractors.
- Formal bids were solicited on the City's website through DemandStar with two contractors responding.
- The low bidder, C & S Sweeping Services, Inc. meets all of the City bid requirements and has successfully performed street sweeping services in Westminster and the Denver Metro area.
- A 20% contingency is included for potential additional sweeping during the winter months to assure that the City can meet PM-10 Air Quality Regulations.
- Adequate funds were budgeted and are available for this expenditure.

Expenditure Required: \$209,548

Source of Funds: Storm Drainage Fund: Street Operations Division Operating Budget

Policy Issue

Should the City award this contract to the low bidder, C & S Sweeping Services, Inc. for 2016, with two one-year extensions in 2017 and 2018?

Alternatives

The City could choose to discontinue the full-time services of a private contractor. This alternative would require the City to hire a minimum of three full-time employees and invest in the equipment necessary to perform Citywide street sweeping. City Staff does not recommend performing Citywide Street Sweeping “In-House.” Initial equipment outlay would be substantial, and in addition, ongoing FTE, equipment maintenance, and equipment replacement expenses are not cost effective.

Background Information

The City has utilized the services of a street sweeping contractor since 1985. This current contract requires the 754 curb miles on all City paved streets to have sweeping service performed five times a year at the following intervals: February (as weather permits), April, July, October and November (leaf clean-up).

In 2013, Staff contacted the Colorado Department of Transportation (CDOT) about CDOT plans to sweep the CDOT maintained roadways that transverse the City. At that time, Staff was informed that CDOT did not have a sweeping program and did not plan to start a sweeping program on these roadways in the future. Staff was directed to add to the City’s contract the sweeping services for these CDOT roadways: Wadsworth Parkway, Federal Boulevard, Sheridan Boulevard south of 88th Place, and 120th Avenue. This amounted to an additional 56 curb miles per year, for a total of 810 curb miles to be swept.

Formal bids were solicited in accordance with City bidding requirements for the Citywide Street Sweeping Project. Request for proposals were advertised on the City’s website via DemandStar. The following sealed bids were received:

| Vendor | Bid Amount |
|-------------------------------|---------------------|
| C & S Sweeping Services, Inc. | \$174,623.00 |
| Armstrong Sweeping Inc. | \$186,071.39 |
| Staff Estimate | \$237,516.85 |

The recommended bidder, C & S Sweeping Services, Inc. meets all of the City bid requirements and has successfully performed street sweeping in Westminster and the Denver Metro area. The contract sum for renewal periods 2017 and 2018 shall be negotiated and agreed to by both parties. Any adjustment shall not exceed the annual percent of change of the Denver-Boulder-Greeley Consumer Price Index for all urban consumers. Adequate funds have been budgeted for this contract.

The proposed action supports the City’s 2016 Strategic Plan Goals of a “Financially Sustainable Government Providing Excellence in City Services” and “Ease of Mobility” by keeping Westminster roadways clean and storm sewer inlets free from silt buildup and debris.

Respectfully submitted,

Donald M. Tripp
City Manager



Agenda Memorandum

City Council Meeting
March 14, 2016



SUBJECT: Second Reading for Councillor’s Bill No. 5 re Proposed Economic Development Agreement with Zimmer Biomet Spine, Inc.

Prepared By: Chris Gray, Economic Development Officer

Recommended City Council Action

Pass Councillor’s Bill No. 5 on second reading authorizing the City Manager to execute and implement an Economic Development Agreement (EDA) with Zimmer Biomet Spine, Inc.

Summary Statement

- This Councillor’s Bill was passed on first reading on February 22, 2016.
- Zimmer Biomet, together with its subsidiaries, designs, develops, manufactures, and markets orthopedic reconstructive devices, spinal and trauma devices, biologics, dental implants, and related surgical products.
- The Company was founded in 1927 and is headquartered in Warsaw, Indiana.
- Through a recent merger transaction, the Company currently has two spine operation facilities, one of which is headquartered in Broomfield, Colorado.
- The new company spine unit, Zimmer Biomet Spine, Inc., is looking to consolidate its Broomfield and Midwest operations into one office. The company searched for a new location to house 207 employees. It considered Westmoor Park in Westminster and two options in Broomfield. The company has chosen the Westmoor location and will enter a long term lease on 104,000 square feet of office there.
- The average wage of the workforce will be \$79,000.
- The proposed Economic Development Agreement includes fee and tax rebates comprised of an estimated \$43,120 in permit fee rebates, \$67,500 in construction use tax rebates, and \$57,000 in furniture, fixtures and equipment use tax rebates, up to a maximum of \$167,620.
- Assistance is based on the City’s desire to attract and retain primary jobs and to cultivate and offer a wide array of employment opportunities in the community.
- Should Zimmer Biomet Spine, Inc., decide to move its new operation out of Westminster prior to July 31, 2021, the assistance would have to be reimbursed to the City by the company.

Expenditure Required: Approximately \$167,620 (Rebates)

Source of Funds: The EDA with Zimmer Biomet Spine, Inc., will be funded through revenue received from permit fees, construction use tax, and sales and use tax on equipment, furniture and fixture purchases for the company’s project.

Respectfully submitted,

Donald M. Tripp
City Manager

Attachments: Ordinance
Exhibit A – Agreement

BY AUTHORITY

ORDINANCE NO. **3820**

COUNCILLOR'S BILL NO. **5**

SERIES OF 2016

INTRODUCED BY COUNCILLORS
Garcia, Seitz

**A BILL
FOR AN ORDINANCE AUTHORIZING THE ECONOMIC DEVELOPMENT AGREEMENT
WITH ZIMMER BIOMET SPINE, INC.**

WHEREAS, the successful attraction and retention of expanding primary businesses in the City of Westminster maintains and increases the pool of high paying jobs and is therefore an important public purpose; and

WHEREAS, it is important for the City of Westminster to remain competitive with other local governments in creating assistance for businesses to expand or relocate in the City; and

WHEREAS, Zimmer Biomet Spine, Inc. plans to relocate the headquarters of its spine business unit to Westminster and enter a long-term lease for 104,000 square feet of office space and employ approximately 200 workers; and

WHEREAS, a proposed Economic Development Agreement between the City and Zimmer Biomet Spine, Inc. is attached hereto as Exhibit "A" and incorporated herein by this reference.

NOW, THEREFORE, pursuant to the terms of the Constitution of the State of Colorado, the Charter and ordinances of the City of Westminster, and Resolution No. 53, Series of 1988:

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Manager of the City of Westminster is hereby authorized to enter into an Economic Development Agreement with Zimmer Biomet Spine, Inc. in substantially the same form as the one attached as Exhibit "A" and, upon execution of the Agreement, to fund and implement said Agreement.

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 22nd day of February, 2016.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 14th day of March, 2016.

Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

City Clerk

City Attorney's Office

Exhibit "A"
ECONOMIC DEVELOPMENT AGREEMENT
FOR
ZIMMER BIOMET SPINE, INC.

THIS ECONOMIC DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this ___ day of March, 2016 ("Effective Date"), between the CITY OF WESTMINSTER (the "City") and Zimmer Biomet Spine, Inc., a Delaware corporation doing business in Colorado (the "Company").

WHEREAS, the City wishes to provide assistance to aid in the relocation of a business unit of the Company to the City; and

WHEREAS, the Company will enter into a long term lease for approximately 104,000 square feet of office space at 10225 Westmoor Drive, Building 6 (the "new facility") for the purpose of housing the business unit headquarters for the company's spine division;

WHEREAS, establishment of the new facility is expected to result in the transfer of approximately 160 employment positions to the new facility and the creation of an additional 40 employment positions by December 31, 2018, thus providing primary job growth within the City; and

WHEREAS, City Council finds the execution of this Economic Development Agreement will provide benefit and advance the public interest and welfare of the City and its citizens by securing the location of this economic development project within the City.

In consideration of the mutual promises set forth below, the City and the Company agree to the following:

1. Building Permit Fee Rebates. The City shall rebate to the Company 50% of the building permit fees that are otherwise required under W.M.C. Section 11-9-3 (E) for the build-out and remodeling of the Company's new facility ("Building Permit Fees"). The rebate described in this Section 1 shall apply to all Building Permit Fees paid to the City during the Rebate Period in connection with the build-out and remodeling of the new facility whether paid directly by the Company, by the building landlord or by contractors or other third parties conducting work at the new facility on behalf of the Company. The "Rebate Period" shall be the time period commencing on the Effective Date and ending on April 30, 2017. This rebate excludes water and sewer tap fees. Based on the Company's construction estimates, the Building Permit Fee rebate will be approximately \$43,120.

2. Use Tax Rebate-Construction. The City shall rebate to the Company 50% of the Building Use Tax (excludes the .25% Open Space Tax and .6% Public Safety Tax) payable as a result of the build-out and remodeling of the new facility as required under W.M.C. Sections 4-2-9 and 4-2-3 ("Building Use Tax").

- a. The rebate described in this Section 2 shall apply to all Building Use Tax paid to the City during the Rebate Period in connection with the build-out and remodeling of the new facility whether paid directly by the Company, by the building landlord or by contractors or other third parties conducting work at the new facility on behalf of the Company. Based on the Company's construction estimates, the Building Use Tax rebate on construction materials will be approximately \$67,500.
- b. The amount of the rebate shall be calculated on the actual amount of Building Use Tax due and paid to the City based upon the approved Construction Project Cost Report referenced in Section 4(a)(iv).

3. Sales and Use Tax Rebate – Furniture and Fixtures. For the period of 6 months prior and 36 months after a Certificate of Occupancy is issued or a final inspection is passed for the new facility, the City will rebate 50% of the Westminster General Sales and Use Tax (excludes the City's .25% Open Space Tax and .6% Public Safety Tax) on equipment and furnishings purchased by the Company for the new facility ("Sales and Use Tax"). Based on the Company's investment estimates, the Sales and Use Tax rebate will be approximately \$57,000.

- a. The Sales and Use Tax rebate shall include use tax paid directly to the City by the Company, and/or sales tax collected from the Company and remitted to the City by City licensed businesses.
- b. The Sales and Use Tax rebates will be based on the documentation prescribed by the City and provided by the Company which illustrates purchases or delivery of any such furnishings, fixtures, or equipment that occurred within the City of Westminster for the new facility and that taxes were paid to and collected by the City.

4. Payments of Rebates.

- a. The total of all rebates hereunder is not to exceed \$167,620. The Company will file returns and pay City sales and use taxes due no less frequently than on a calendar quarter. Rebates shall be calculated for each calendar quarter based upon revenue actually received by the City in connection with the build-out, remodeling, opening and operation of the new facility.
 - i. If the total amount of a quarterly rebate due to the Company is at least \$1,000, the rebate will be paid within thirty (30) days following the end of the calendar quarter.
 - ii. If the total amount of a quarterly rebate due to the Company is less than \$1,000, such rebate will be added to the next quarterly rebate due until the total amount to be rebated is at least \$1,000. The accumulated amount of such rebates will then be paid within thirty (30) days following the end of the most recent calendar quarter reported.
 - iii. Payments shall commence for the calendar quarter during which final occupancy approval is granted.
 - iv. No payment of the Building Use Tax Rebate on construction material provided for in Section 2 above will be made until the City approves a Construction Project Cost Report for the remodeling of the Company's new facility at 10225 Westmoor Drive and the Company obtains a release from the general contractor(s) related to the City's disclosure of confidential tax information used in reconciling the building use tax. A form of the Construction Project Cost Report and general contractor release is attached hereto as Exhibit A.
 - v. No rebate payment shall be made until the Company has obtained a City of Westminster business license for the new facility.
 - vi. All payments by the City shall be made electronically to the Company's designated financial institution or other account.
- b. In the event the Company fails to comply in any material respect with provisions of the City regulations or code relative to the development, use, occupancy or operation of the project the City may, after providing the Company with not less than ten (10) days advance written notice, suspend payment of the quarterly installments until the Company complies with such provisions of the City regulations or code.

5. Entire Agreement. This Agreement shall constitute the entire agreement between the City and the Company and supersedes any prior agreements between the parties and their agents or representatives related to the same subject matter, all of which are merged into and revoked by this Agreement with respect to its subject matter.

6. Termination. This Agreement shall terminate and become void and of no force or effect at the election of the City: (i) if the Company has not moved into the new facility by June 30, 2017, or (ii) should the Company not comply with the City regulations or code, after having received written notice of any such non-compliance and failed to cure, or diligently pursue a cure, within thirty (30) days of such written notice of non-compliance.

7. Business Termination. In the event the new facility ceases to conduct business operations within the City at any time prior to July 31, 2021 for reasons solely within the discretion or control of Company, including but not limited to reorganization, restructuring, dissolution or bankruptcy, then the

Company shall pay to the City within sixty (60) days of business termination the total amount of fees and taxes that were paid by or for the Company for the new facility to the City and were subsequently rebated by the City to the Company pursuant to this Agreement.

8. Subordination. The City's obligations pursuant to this Agreement are subordinate to the City's obligations for the repayment of any current or future bonded indebtedness and are contingent upon the existence of a surplus in sales and use tax revenues in excess of the sales and use tax revenues necessary to meet such existing or future bond indebtedness. The City shall meet its obligations under this Agreement only after the City has satisfied all other obligations with respect to the use of sales tax revenues for bond repayment purposes. For the purposes of this Agreement, the terms "bonded indebtedness," "bonds," and similar terms describing the possible forms of indebtedness include all forms of indebtedness that may be incurred by the City, including, but not limited to, general obligation bonds, revenue bonds, revenue anticipation notes, tax increment notes, tax increment bonds, and all other forms of contractual indebtedness of whatsoever nature that is in any way secured or collateralized by sales and use tax revenues of the City. The City reasonably believes as of the date hereof that sufficient sales and use tax reserves will exist to satisfy the City's obligations hereunder. In the event the City is unable to timely provide a refund as provided hereunder by operation of this Section 8 or Section 9, the Company may terminate this Agreement, at which point this Agreement will become null and void in all respects.

9. Annual Appropriation. Nothing in this Agreement shall be deemed or construed as creating a multiple fiscal year obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20, and the City's obligations hereunder are expressly conditional upon annual appropriation by the City Council.

10. Governing Law: Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. This Agreement shall be subject to, and construed in strict accordance with, the Westminster City Charter and the Westminster Municipal Code. In the event of a dispute concerning any provision of this Agreement, the parties agree that prior to commencing any litigation, they shall first engage in good faith the services of a mutually acceptable, qualified, and experienced mediator, or panel of mediators for the purpose of resolving such dispute. The venue for any lawsuit concerning this Agreement shall be in the District Court for Jefferson County, Colorado.

ZIMMER BIOMET SPINE, INC.

CITY OF WESTMINSTER

Donald M. Tripp
City Manager

NOTARY:

ATTEST:

Michelle Parker
City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney's Office

Adopted by Ordinance No.

DM 177036.2



Agenda Item 10 A

Agenda Memorandum

City Council Meeting
March 14, 2016



SUBJECT: Councillor's Bill No. 6 re Water Supply Development Project Supplemental Appropriation

Prepared By: Josh Nims, Senior Water Resources Engineer
Sharon I. Williams, Water Resources Engineering Coordinator

Recommended City Council Action

Pass Councillor's Bill No. 6 on first reading, appropriating water funds from the Utility Capital Project Reserve Fund in the amount of \$670,200 for the Water Supply Development project for the purpose of acquiring additional water supply.

Summary Statement

- Adequate and high quality water supply is an essential element of the City's high quality of life and services.
- The City's Comprehensive Water Supply Plan seeks to close the gap between water rights owned today and those required to meet tomorrow's demand. Water acquisition is a major component of this plan.
- The City is in negotiations to make a purchase that will increase water supply yield at a price that fairly represents present market conditions based on similar previous transactions.
- This purchase would expand the City's raw water resources and help to close the gap between supply and demand by build-out.
- In order to purchase this additional water supply, City Council is asked to approve the appropriation of funds in the amount of \$670,200 from the Utility Capital Project Reserve Fund to the Water Supply Development capital project account.
- These funds will be combined with existing funds in the project account that were originally budgeted for acquisition of additional water supply for the City, subject to approval by the City Manager in accordance with Westminster Municipal Code Section 15-1-12.
- Staff will return to City Council on March 28, 2016, for the second reading of the Councillor's Bill.

Expenditure Required: \$670,200

Source of Funds: Utility Capital Project Reserve Fund

Policy Issue

Should \$670,200 of funds be appropriated from the Utility Capital Project Reserve Fund (CPR) to the Water Supply Development capital project account?

Alternative

City Council could choose to not appropriate funds from the Utility Capital Project Reserve Fund to the Water Supply Development project account. This is not recommended because the additional water supply is needed for build-out, and water purchase acquisition is a component of the City’s Comprehensive Water Supply Plan (CWSP). Water purchases are necessary to meet the goal of CWSP to develop sufficient water supply to support the future vision of the City.

Background Information

The City is responsible for providing drinking water to the residents of Westminster, Federal Heights and various unincorporated areas in Adams and Jefferson counties at build-out of the system. The City’s Comprehensive Water Supply Plan has been designed to provide a dependable supply of high-quality water to these entities, and a major component of the CWSP is water supply acquisition. The water rights market has become increasingly competitive as the City and other water providers continue to grow, while the natural water supply does not.

Staff is currently negotiating a purchase of water rights purchase that would expand the City’s raw water resources and help to close the gap between water supply and demand by the City’s anticipated build out. Staff has analyzed the Utility Capital Improvement and Utility Fund CPR’s financial positions and the timing of water supply project priorities. While funding for water acquisition was included in the adopted 2016 Capital Improvement Program, there are not currently enough funds for this water supply purchase. Staff proposes appropriating \$670,200 from the Utility Capital Project Reserve Fund in order to fully fund water supply acquisition.

The current balance of water funds in the Water CPR is \$16,183,032. This transfer will reduce the balance by \$670,200 to \$15,512,832. The minimum balance required by the City’s adopted financial policies is \$3,000,000 for the Water Fund CPR.

These appropriations will amend the Utility Capital Project Reserve Fund revenue and expense accounts as follows:

REVENUES

| Description | Account Number | Current Budget | Amendment | Revised Budget |
|--------------------------|-----------------|----------------|------------------|----------------|
| Carryover | 2070.40020.0000 | \$3,775,510 | <u>\$670,200</u> | \$4,445,710 |
| Total Change to Revenues | | | <u>\$670,200</u> | |

EXPENSES

| Description | Account Number | Current Budget | Amendment | Revised Budget |
|--------------------------|---------------------|----------------|------------------|----------------|
| Transfers Water | 20710900.79800.0200 | \$8,573,594 | <u>\$670,200</u> | \$9,243,794 |
| Total Change to Expenses | | | <u>\$670,200</u> | |

These appropriations will amend the Water Fund revenue and expense accounts as follows:

REVENUES

| Description | Account Number | Current Budget | Amendment | Revised Budget |
|---------------------------------|-----------------------|-----------------------|------------------|-----------------------|
| Transfers from Utility CPR Fund | 2000.45000.0207 | \$8,573,594 | <u>\$670,200</u> | \$9,243,794 |
| Total Change to Revenues | | | <u>\$670,200</u> | |

EXPENSES

| Description | Account Number | Current Budget | Amendment | Revised Budget |
|--------------------------|------------------------|-----------------------|------------------|-----------------------|
| Water Supply Development | 80420035618.80400.8888 | \$872,500 | <u>\$670,200</u> | \$1,542,700 |
| Total Change to Expenses | | | <u>\$670,200</u> | |

Staff will return to City Council on March 28, 2016, for the second reading of this action.

The transfer of funding into the Water Supply Development project for water supply acquisition supports four of the City’s Strategic Plan Goals. “Visionary Leadership, Effective Governance and Proactive Regional Collaboration”, “Dynamic, Diverse Economy”, “Beautiful, Desirable, Safe and Environmentally Responsible City”, and “Financially Sustainable Government Providing Excellence in City Services” by enabling the City to secure its long-term water supply for residents.

Respectfully submitted,

Donald M. Tripp
City Manager

Attachment: Ordinance

BY AUTHORITY

ORDINANCE NO. **3821**

COUNCILLOR'S BILL NO. **6**

SERIES OF 2016

INTRODUCED BY COUNCILLORS

**A BILL
FOR AN ORDINANCE AMENDING THE 2016 BUDGET OF THE UTILITY CAPITAL
PROJECT RESERVE AND WATER FUNDS AND AUTHORIZING A SUPPLEMENTAL
APPROPRIATION FROM THE 2016 ESTIMATED REVENUES IN THESE FUNDS**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2016 appropriation for the Utility Capital Project Reserve and Water Funds initially appropriated by Ordinance No. 3737 is hereby increased by \$1,340,400. This increase is due to the appropriation of reserve funds.

Section 2. The \$1,340,400 increase shall be allocated to City Revenue and Expense accounts as described in the City Council Agenda Item 10-A, dated March 14, 2016 (a copy of which may be obtained from the City Clerk) increasing City fund budgets as follows:

| | |
|--------------------------------------|--------------------|
| Utility Capital Project Reserve Fund | \$670,200 |
| Water Fund | <u>670,200</u> |
| Total | <u>\$1,340,400</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 14th day of March, 2016.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 28th day of March, 2016.

ATTEST:

Mayor

City Clerk



Agenda Item 10 B

Agenda Memorandum

City Council Meeting
March 14, 2016



SUBJECT: Amending W.M.C. § 13-1-3(Q)

Prepared By: David Frankel, City Attorney

Recommended City Council Action

Adopt on first reading Councillor's Bill No. 7 amending W.M.C. § 13-1-3(Q) to comply with current law.

Summary Statement

Due to recent changes in the law, the City Attorney recommends adopting the proposed amendment to W.M.C. § 13-1-3(Q).

Expenditure Required: N/A

Source of Funds: N/A

Respectfully submitted,

Donald M. Tripp
City Manager

Attachment

BY AUTHORITY

ORDINANCE NO. **3822**

COUNCILLOR'S BILL NO. **7**

SERIES OF 2016

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE AMENDING SECTION 13-1-3(Q) OF THE WESTMINSTER MUNICIPAL CODE CONCERNING DISTURBANCES IN PARKS

THE CITY OF WESTMINSTER ORDAINS:

Section 1. Section 13-1-3, subsection (Q), W.M.C., is hereby AMENDED to read as follows:

13-1-3: USE REGULATIONS: (796 847 1889 2811 3455) It shall be unlawful for any person to:

(Q) DISTURBANCE: Engage in ~~boisterous~~, threatening ~~or~~, abusive, ~~insulting or indecent~~ language, or engage in any disorderly conduct or behavior tending to incite an immediate breach of the public peace ~~and enjoyment of the facility.~~

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 14th day of March, 2016.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 28th day of March, 2016.

ATTEST:

City Clerk

Mayor

APPROVED AS TO LEGAL FORM:

City Attorney's Office



Agenda Item 10 C & D

Agenda Memorandum

City Council Meeting
March 14, 2016



SUBJECT: Councillor’s Bill No. 8 re First Amendment to the Westminster Station Intergovernmental Agreement (IGA) with RTD and Councillor’s Bill No. 9 re First Amendment to the Westminster Station Local Agency Contribution IGA with RTD

Prepared By: Barbara Opie, Assistant City Manager
John Burke, Downtown Westminster Co-Project Manager
Hilary Graham, Deputy City Attorney

Recommended City Council Action

- Pass Councillor’s Bill No. 8 on first reading, authorizing the City Manager to execute the First Amendment to the Intergovernmental Agreement with the Regional Transportation District regarding the construction of the Westminster FasTracks Rail Station (the “Station IGA”), in substantially the same form as the attached agreement.
- Pass Councillor’s Bill No. 9 on first reading, authorizing the City Manager to execute the First Amendment to the Intergovernmental Agreement with the Regional Transportation District, in substantially the same form as the attached Intergovernmental Agreement, related to the City’s Local Agency Contribution for the FasTracks Northwest Rail Electrified Segment (the “LAC IGA”).

Summary Statement

- The City and the Regional Transportation District (RTD) entered into the Station IGA in June 2012. The IGA allows the City to implement an alternative approach to RTD’s base plan for commuter and bus access, parking, and pedestrian areas that will support the Westminster Station commuter rail station. Through their contract with Denver Transit Partners (DTP), the concessionaire for the Eagle P3 project, RTD has retained the responsibility for certain elements of the station plan including the track work, the station platform and the pedestrian tunnel that serves it. The IGA also has procedures through which the City can request upgrades (betterments) of the RTD elements of the station at a negotiated cost with Denver Transit Partners.
- Since the original Station IGA was executed, Westminster, RTD and DTP staff have been diligently working to complete each entities’ required components to ensure an opening day in summer 2016. There were a number of deadlines in the original IGA that have since been completed and some that are still pending. Through mutual agreement, the parties have continually updated the schedule and are now targeting late summer of 2016 for the station opening (revenue date). Importantly however, the current IGA states the revenue date is March 31, 2016. Without this proposed amendment the City could face liquidated damages in the amount of \$8,965 per day if this IGA is not amended to show the new deadlines.
Also in June 2012, the City and RTD entered into the LAC IGA regarding the City’s required contribution the FasTracks Northwest Rail Electrified Segment. The LAC IGA will require minor conforming changes to match revisions to the Station IGA as to sales and use tax payment.

Expenditure Required: \$324,143 General Sales and Use Tax negotiated settlement; Annual Costs Ranging from \$37,293 to \$70,275 plus indexation, subject to annual appropriation

Source of Funds: Sales and Use tax payments that would have been made by RTD;
General Fund operating budget (subject to annual appropriation)

Policy Issue

Does City Council concur with the items outlined within the background section and wish to proceed with finalizing these IGA amendments as proposed?

Alternative

City Council could provide specific direction on any or all of the items noted in the background and direct Staff to renegotiate these items. Staff does not recommend this as key deadlines are looming that would have financial implications for the City (liquidated damages of \$8,965 per day) and Staff has worked diligently with RTD staff over the last 15 months to prepare this proposed amendment.

Background Information

In June 2012, the City and the Regional Transportation District (RTD) entered into an intergovernmental agreement (IGA) for the Northwest Rail Electrified Segment Westminster Station. Since that time, the City and RTD have worked diligently to acquire property, demolish buildings, relocate existing utilities, relocate the existing BNSF tracks, install new utilities, and construct the large retaining wall and pedestrian tunnel under the tracks. Additionally, the City commenced work on the north plaza, the parking garage, Westminster Station Drive and the Little Dry Creek drainage project. All of these elements have specific deadlines associated with their completion in the current IGA. Over the past 16 months, Staff and RTD have been working to amend the IGA to calculate the anticipated costs for the Operation and Maintenance (O&M) of the City requested betterments, identify the new deadlines, finalize the sales and use tax owed to the City and update up other exhibits that are attached to the IGA.

Staff reviewed the anticipated amendment highlights with City Council at the February 8 Post City Council Meeting. Two items have been updated since the February 8 briefing and are highlighted in items 1 and 2 below. The following is a summary of the four areas proposed in this IGA amendment.

1. O&M Costs – In October of 2014, the City proposed a betterment to RTD's base plan to reinvigorate this area of town and be a signature entrance to the City of Westminster. As previously reviewed with City Council, the City's executed betterment is an extension of the pedestrian tunnel under the tracks to open/daylight to the south, allowing residents and commuters alike direct access to the Little Dry Creek Drainage and Open Space project and vice versa access from the south to the commuter rail station. This betterment includes the installation of an elevator for enhanced Americans with Disabilities Act (ADA) accessibility and increasing the size of the platform area to create an overlook of the park area under the shade of the signature large canopy structure. The Station Platform betterment was executed in October 2014 pursuant to the critical path needed to construct the betterment elements. However, due to time constraints in place at the time of executing the platform betterment, the ongoing operations and maintenance (O&M) cost element for the station was left to be negotiated at a later date. The Station Platform Betterment Operation and Maintenance costs (O&M Costs) have recently been completed by DTP and are captured in the IGA amendment.

Staff has been working with RTD and DTP to refine the ongoing O&M costs since the betterment was executed; delays have been incurred by all parties over the last 16 months due to other priorities and critical construction components. RTD received the final change order associated with this betterment's ongoing O&M on February 23; the figures in the attached Exhibit K (RPC-041) are the final costs pursuant to this change order. Staff believes they are reasonable and slightly lower than originally anticipate (overall, saves \$11,858 over the 28 year agreement from the original information provided to City Council February 8). Pursuant to the original Station IGA, these O&M costs associated with the Station Platform betterment will be offset against the original Station IGA change order O&M costs for RTD parking (reflected in Exhibit L Net O&M Schedule-NON-Indexed attached). The estimated costs associated with the original IGA O&M for the RTD parking was agreed to be \$960,646 and had been evenly spread over the 28 year concessionaire agreement (through 2044) at \$34,304/year plus an indexed escalator; this amount was based on what RTD and

its concessionaire would have paid over the 28 year period to maintain and operate their large surface parking lots as originally included within the base plan. The Station Platform betterment O&M is estimated at \$2,473,103 for the period 2016 through 2044 (originally estimated at \$2,484,961). Rather than trying to evenly distribute the cost over the 28 year concessionaire period, RTD requested that the City and RTD simply do an annual calculation on what RTD owes the City and what the City owes RTD to determine a net annual amount. This amount is reflected in the new Exhibit L Net O&M Schedule – NON-Indexed. As can be seen in that schedule, the City will owe RTD each year, except in 2033, amounts ranging from a low of \$37,293 to \$70,275 (a slight change from \$37,702 to \$70,683 per the initial February 8 estimate) plus the indexation factor. (The RTD/concessionaire indexation factor utilizes numerous federally tracked factors impacting costs in a formula applied to these annual figures.) These amounts are for the incremental O&M cost increases to RTD and its concessionaire resulting from the Station Platform betterment construction for which the City requested and paid. These costs will be budgeted within the General Fund operating budget and will be subject to annual appropriation.

2. Key Deadlines – The original Station IGA includes RTD step-in rights and liquidated damages provisions tied to the original anticipated date of revenue service of March 31, 2016. As noted previously, RTD became aware of a likely later commencement of service date during 2014 and agreed to pass some of the additional construction time to the City for the construction of the parking garage, bus transfer station and other elements provided in the original IGA. The proposed amendment changes the earlier dates in the IGA to reference the revised Exhibit H Westminster Station Schedule dates. Originally, both were tied to a March 31, 2016, date; RTD recommends linking these to the revenue service date and meeting key dates within the revised Exhibit H. This is valuable as it provides the City until approximately May 25, 2016, to complete construction of the parking garage (as has been the verbal understanding since the contracts were executed by the City). The amendment changes the date from March 31, 2016, to the “Revenue Service date, currently projected to be July 25, 2016.” This date was provided to Staff after the February 8 briefing with City Council.
3. Sales & Use Tax Credit – RTD’s concessionaire encountered problems with their ability to track and remit their required sales and use tax pursuant to the original Station IGA. The original Station IGA clearly states that RTD and its concessionaire will pay the City’s sales and use tax, of which the general portion (3.0%) will be applied toward the City’s Local Agency Contribution (LAC) requirement. The FasTracks financial plan assumes and requires a 2.5% local agency contribution from local agencies in the district in consideration for the construction of transit improvements that will benefit them and their citizens. A separate IGA was executed June 26, 2012, for the City’s LAC with RTD that outlines those elements supporting the RTD project that the City may count as a credit toward the City’s LAC. This list of items includes the following in order of precedence toward meeting the City’s LAC obligation: conveyance of platform parcels needed for RTDs base plan; project permit and design review fees; sales and use tax receipts; utility tap fees; utility relocations; temporary construction easements; other funds contributed; and the Little Dry Creek storm water drainage project. As the sales and use tax revenues were not anticipated within the City’s revenue projections and there was great concern at the time Staff was negotiating the LAC that the City would not have sufficient contributions that could count towards the LAC, the general sales and use taxes owed for this project were included toward the LAC credit.

The cost of the Northwest Rail Electrified Segment (NWES) for the purpose of estimating the LAC totals \$137,000,000. Per RTD, applying the 2.5% LAC brings the total for the NWES to \$3,422,500 to be split evenly between Adams County and the City of Westminster (\$1,711,250 each). However, as the City of Westminster was attempting to acquire needed property for the Little Dry Creek storm water drainage improvement project in 2010, Adams County assisted with the acquisition of a key open space parcel in this area. As part of the agreement with Adams County to acquire this key parcel, the City agreed to cover the same amount (\$1,500,000) of Adams County’s LAC for the

NWES. As such, the City's amount to cover in the LAC totals \$3,211,250 (i.e., \$1,711,250 plus \$1,500,000).

The City is required per the LAC to complete annual reconciliations with RTD through the construction period. The City has submitted reconciliations, which include all in kind and cash contributions known to date, including permit fees, irrigation tap fees, and temporary construction easements. Based on this latest report, in 2016 the City will have met its LAC requirement and exceeded it by \$30,707, prior to applying the sales and use tax credit (total LAC \$3,241,957).

Shortly after Staff began working with RTD on this proposed Station IGA amendment to address dates and O&M, RTD requested the City consider a negotiated settlement for the required sales and use tax owed. Per the Station and LAC IGAs, RTD shall remit to the City its general (3.0%) and voter designated sales and use taxes (0.25% Parks, Open Space & Trails (POST) and 0.6% Public Safety Tax (PST)). However, it notes that the City will rebate the general sales and use tax as a credit towards the City's LAC. RTD's concessionaire did not make accommodations within their accounting software and subcontracts for tracking and remitting sales and use tax. RTD requested the City consider a negotiated settlement for this component that would allow the LAC credit to be applied without the need for RTD's contractors to file returns and remit payment to the City, and without the City then rebating the payment. This negotiated settlement would also include the amount remitted to the City for the POST and PST amounts.

Sales Tax Division staff worked with RTD staff to identify materials, supplies and equipment utilized on site. The RTD team prepared a list of equipment that would be necessary for the construction work. Westminster Sales Tax Division staff researched approximate costs for the equipment identified to calculate the taxable value. Based on this work, the LAC credit for the general sales and use tax based off of approximately \$10.8 million of materials, supplies and equipment value totals \$324,143, and the amount that RTD will remit to the City for the voter designated taxes totals \$91,841. Based on this proposal, RTD will record as credit towards our LAC the \$324,143 rather than remitting this payment to the City for subsequent rebate. RTD will issue payment, however, for \$91,841 of voter designated POST and PST tax. The IGA amendment specifically notes that this settlement and agreement applies only to the construction of this phase of the NWES and not toward any future projects within the City limits.

As the language included within the LAC IGA is identical to that included in the Station IGA related to Sales and Use Tax, Staff has attached a proposed amendment to the LAC IGA to reflect this change as well.

4. Other Maintenance, Exhibits and Item Clarifications – The updated Exhibit I and IA to the amendment clarify who is responsible for maintaining different elements around the garage, plazas, platform and associated sidewalks. Exhibit I mainly clarifies the maintenance responsibilities for the pedestrian underpass. As a result of the City's betterment to install a larger arched tunnel that daylight to the south into the Little Dry Creek drainage way, the City takes on the responsibility to provide cleaning, graffiti removal and aesthetic surface treatment in the pedestrian underpass. The revised exhibit also clarifies that RTD is responsible for maintaining the public art provided through RTD's Art-n-Transit program within the pedestrian underpass (i.e., the artistic treatment and lighting on the ceiling). Separately, the revised Exhibit IA is an updated map that reflects the snow removal responsibilities of RTD's concessionaire associated with the Station area, including the route from the parking garage through the pedestrian tunnel to the Station platform. These updates are recommended to clarify expectations upon completion of these elements of the IGA.

Some of the other exhibits are revised to accurately reflect changes necessary upon actual construction and value engineering efforts to date. Only the exhibits not referenced previously are noted below.

In Exhibit B, the Westminster Station – Site Plan/City Project is being revised to reflect the final permanent bus transfer station location. As City Council may recall, the original Westminster Station Plan had the permanent bus transfer station located on the south side of Westminster Station Drive immediately west of Federal Boulevard. Based on several variables, including the final land sale agreement with Nolan RV, Westminster Station Drive was shifted slightly south and the bus transfer station attached to the parking garage, improving the flow for the commuting public in their ability to park then ride the bus or take the bus and easily transfer to the commuter rail.

In Exhibits C-2 Special Warranty Deed Conveying Station Betterment Parcel and C-3 Legal Description of Station Betterment Parcel, these items reflect the change associated with the Station Platform betterment. Per the original Station IGA, it was anticipated that RTD would need to acquire some portions of property owned by the City on the south side of the rail road tracks in the Little Dry Creek drainage area per RTD's base plan. Per the Station IGA, RTD would provide the City LAC credit for any property conveyed at a value of \$4.50 per square foot. Upon further review, those parcels were not necessary for the base plan. However, the transfer of ownership of some of the parcels are necessary for the Station Platform betterment, with the reservation of an easement for City maintenance, and are reflected in these exhibits. Since these parcels are necessary as a result of a betterment, and not the base plan, no LAC credit is applied.

Exhibits J (Operations & Maintenance (CREDIT) – RPC-006 South Westminster Station – Revised Scope (executed June 26, 2012), K (Operations & Maintenance – RPC-041 Westminster Station Platform Betterment (executed TBD 2016) and L (Net O&M Schedule – NON-Indexed) are noted to make it easier for those in the future managing this IGA to track expenses. Exhibits J and K are simply the actual change order documents from RTD that reflect the net change in cost to RTD or Westminster associated with these betterments. The new Exhibit L is simply taking information from Exhibits J and K and entering it into a spreadsheet to make it easier for future staff managing this IGA to know what to apply the agreed upon indexation in making future payments. This is noted above as it relates to future obligations of the City, subject to annual appropriation.

Exhibit B-1 Interim Bus Facilities Site is proposed to be deleted as the City is not constructing the interim site, and so this is not relevant to this IGA any longer.

As noted previously, in addition to the proposed amendment to the Westminster Station IGA, Staff recommends the approval of the First Amendment to the Intergovernmental Agreement with RTD related to the City's Local Agency Contribution (LAC) for the FasTracks Northwest Rail Electrified Segment. As noted under item 3 above, the City's LAC requirement includes a component tied to sales and use tax receipts. The proposed amendment to the LAC IGA is simply to replace the existing language and match it with Station IGA, which identifies the amount and settlement of the sales and use tax component of this project. This is consistent with how the original IGAs were written (i.e., both the Station IGA and LAC IGA used the same sales and use tax language to ensure consistency and avoid confusion between the two IGAs. As such, the amendment to one is recommended to be applied to the other).

City Council action is requested to approve the attached Councillor's Bills authorizing the City Manager to execute these two amendments to these IGAs.

With the betterment requests the City is documenting in this IGA amendment, in addition to the planned redevelopment efforts in the Transit Oriented Development area, Westminster Station will be unique, inviting, and more importantly, a catalyst for the transformation of south Westminster. This project to accommodate commuter rail transit within the City of Westminster and to prepare for the eventual implementation of transit-oriented development in the vicinity of the station meets the City Council goals of "Dynamic, Diverse Economy" and "Ease of Mobility."

SUBJECT: Councillor's Bill No. 8 re First Amendment to the Westminster Station Intergovernmental Agreement (IGA) with RTD and Councillor's Bill No. 9 re First Amendment to the Westminster Station Local Agency Contribution IGA with RTD

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Respectfully submitted,

Donald M. Tripp
City Manager

Attachments:

Councillor's Bill No. 8 re First Amendment to the Westminster Station Intergovernmental Agreement (IGA) with RTD

A: First Amendment to City of Westminster Northwest Rail Electrified Segment Westminster Station Intergovernmental Agreement

Exhibits:

B – Westminster Station – Site Plan/City Project

C-2 – Special Warranty Deed Conveying Station Betterment Parcel

C-3 – Legal Description of Station Betterment Parcel

H – Westminster Station Schedule

I – Westminster Station Operations & Maintenance Responsibilities Matrix

IA – Snow Removal Lines of Demarcation

J – Operations & Maintenance (CREDIT) – RPC-006 South Westminster Station – Revised Scope (executed June 26, 2012)

K – Operations & Maintenance – RPC-041 Westminster Station Platform Betterment (executed February 23, 2016)

L – Net O&M Schedule – NON-Indexed

Councillor's Bill No. 9 re First Amendment to the Westminster Station Local Agency Contribution IGA with RTD

A: First Amendment to City of Westminster Northwest Rail Electrified Segment Local Agency Contribution Intergovernmental Agreement

BY AUTHORITY

ORDINANCE NO. **3823**

COUNCILLOR'S BILL NO. **8**

SERIES OF 2016

INTRODUCED BY COUNCILLORS

A BILL FOR AN ORDINANCE AUTHORIZING AMENDMENT TO THE
INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL TRANSPORTATION
DISTRICT REGARDING THE WESTMINSTER STATION

WHEREAS, in June 2012 the City and the Regional Transportation District (RTD) entered into two intergovernmental agreements (IGAs) for the Northwest Rail Electrified Segment Westminster Station, allowing the City to implement an alternative approach to RTD's base plan for commuter and bus access, parking, and pedestrian areas to support the Westminster Station commuter rail station (the "Station IGA") and to define the City's local area contribution to the overall project (the "LAC IGA");

WHEREAS, through the Station IGA, the City requested upgrades (betterments) of the RTD elements of the station at a negotiated cost with Denver Transit Partners, RTD's concessionaire for the Eagle P3 project;

WHEREAS, since the original Station IGA was executed, the City, RTD and DTP staff have been diligently working to complete each entities' required components and are now targeting late summer of 2016 for the station opening (revenue date); and

WHEREAS, the parties now wish to amend the Station IGA to conform with a new schedule and with the refined understanding of each parties' responsibilities.

NOW THEREFORE, pursuant to the Charter of the City of Westminster, the Colorado Constitution, Article XIV, Section 18(2)(a), and C.R.S. § 29-1-201, *et seq.*, THE CITY OF WESTMINSTER ORDAINS:

Section 1. Authorization. The City Manager of the City of Westminster is hereby authorized to execute on behalf of the City the First Amendment to the Intergovernmental Agreement with the Regional Transportation District (RTD) regarding the Westminster Station Project in substantially the same for as attached hereto as Attachment A and to continue to fund and implement said Agreement, as amended.

Section 2. This ordinance shall take effect upon its passage after second reading. The title and purpose of this ordinance shall be published prior to its consideration on second reading. The full text of this ordinance shall be published within ten (10) days after its enactment after second reading.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 14th day of March, 2016.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 28th day of March, 2016.

ATTEST:

City Clerk

Mayor

APPROVED AS TO LEGAL FORM:

City Attorney's Office

FIRST AMENDMENT TO
CITY OF WESTMINSTER
NORTHWEST RAIL ELECTRIFIED SEGMENT
WESTMINSTER STATION
INTERGOVERNMENTAL AGREEMENT

THIS FIRST AMENDMENT to the CITY OF WESTMINSTER NORTHWEST RAIL ELECTRIFIED SEGMENT WESTMINSTER STATION INTERGOVERNMENTAL AGREEMENT ("First Amendment") is made and entered into this ____ day of _____, 2016 (the **Effective Date**) by and between the **CITY OF WESTMINSTER** (the **City**), a home-rule municipal corporation of the State of Colorado organized pursuant to Article XX of the Colorado Constitution, and the **REGIONAL TRANSPORTATION DISTRICT (RTD)**, a political subdivision of the State of Colorado organized pursuant to the Regional Transportation District Act, C.R.S. 32-9-101, et seq. The City and RTD may hereinafter be referred to individually as a **Party** and collectively as the **Parties**.

RECITALS

- A. RTD is statutorily authorized to develop, maintain, and operate a mass transportation system for the benefit of the inhabitants of the district.
- B. RTD and the City are Parties to the "City of Westminster Northwest Rail Electrified Segment Westminister Station Intergovernmental Agreement," dated June 26, 2012 (the **Station IGA**).
- C. The City is authorized by its Charter and RTD is authorized by its enabling statute to enter into this First Amendment.
- D. Pursuant to the Colorado Constitution, Article XIV, Section 18(2)(a), and C.R.S. § 29-1-201 , et seq. the Parties may cooperate or contract with each other to provide any function, service or facility lawfully authorized to each, and any such contract may provide for sharing of costs.
- E. The City has requested that a Betterment be implemented at the Westminister Station to construct improvements on the south side of the commuter rail line to connect with the commuter rail platform at Westminister Station and to the plaza and parking on the north of the rail line via the pedestrian underpass to be built by DTP (RPC-041) (the **Station Betterment**) pursuant to Section 5.4 of the Station IGA.
- F. The Station Betterment involves some re-design of Westminister Station, including, without limitation, the extension to the underpass, redesign of the station platform and platform systems, and re-design of platform canopies, and adds improvements on the south side, including, without limitation, the addition of an observatory deck, addition of an elevator, and addition of a structural observatory deck canopy.
- G. RTD has agreed to implement the construction work associated with the Station Betterment, subject to the terms and conditions including without limitation payment terms contained in a letter agreement executed by the Parties dated April 17, 2014 (the

Betterment Letter).

- H. The Station IGA contemplated the City conveying parcels NW-11 and NW-12 to RTD but RTD subsequently determined those parcels were no longer necessary to implement its Base Plan and that conveyance was not completed; however, a revised conveyance by the City to RTD is intended by the Parties as a result of the Station Betterment and will be addressed by this First Amendment as modified herein.
- I. The Parties further wish to amend the Station IGA to replace Exhibits B, H, I and IA and to add Exhibits C-2 and C-3, J, K and L, to reflect schedule and responsibility changes, funding for the operation and maintenance of the Station Betterment improvements, revised property transfer, and ongoing operation and maintenance cost impacts.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

A. GENERAL.

- 1. **Recitals.** The foregoing recitals are incorporated into this First Amendment by this reference.
- 2. **Scope.** If there is any conflict between the terms of this First Amendment and the Station IGA, the terms of this First Amendment shall control.
- 3. **Definitions.** Terms used but not defined in this First Amendment will have the same meanings as provided in the Station IGA.
- 4. **Exhibits.**
 - a. The following revised Exhibits are attached hereto and, as revised and incorporated herein by this reference, shall replace the corresponding exhibits to the Station IGA in their entirety:

Exhibit B – Westminster Station–Site Plan/City Project

Exhibit H – Westminster Station Schedule (Revised 2/23/2016)

Exhibit I – Westminster Station Operations and Maintenance Responsibilities Matrix (Revised 2/23/2016)

Exhibit IA – Snow Removal Lines of Demarcation (Revised 2/23/2016)

- b. The following new Exhibits are attached hereto and incorporated herein by this reference:

Exhibit C-2 –Special Warranty Deed Conveying Station Betterment Parcel

Exhibit C-3 - Legal Description of Station Betterment Parcel

Exhibit J – Operations & Maintenance (CREDIT) – RPC-006 South Westminster Station – Revised Scope (executed June 26, 2012)

Exhibit K – Operations & Maintenance – RPC-041 Westminster Station Platform Betterment (executed February 23, 2016)

Exhibit L – Net O&M Schedule – NON-Indexed

c. The following Exhibit is hereby deleted from the Station IGA:

Exhibit B-1 – Interim Bus Facilities Site

B. TEXT AMENDMENTS

1. **Section 1.2 Definitions** is amended as follows:

s. **RTD O&M Costs** means the aggregate of (i) ~~\$960,646, the amount in each calendar year identified in the executed Change Order between RTD and RTD's Concessionaire that represents the base annual operations and maintenance costs associated with the Base Plan's RTD Parking, Permanent Bus Facilities, Retaining Wall and North Plaza, expressed in 2010 dollars, that would have been incurred by RTD to operate and maintain the Base Plan over the term of the operating period of the Concession Agreement, net of deductions by RTD for resultant increases in operations and maintenance costs resulting from the implementation of the City Project and~~ (ii) indexation of the base annual costs in accordance with Section 8.3 (Payment of RTD O&M Costs) as set forth in Exhibit J.

2. **Section 1.2 Definitions** is further amended by the addition of the following new definitions:

z. **Station Platform Betterment O&M Costs** means the incremental increased costs incurred by RTD for operation and maintenance of the Station Betterment in each calendar year, expressed in 2010 dollars, as reflected in the RTD Change Report for such costs submitted by DTP and agreed by the City, as set forth in Exhibit K.

aa. **Net O&M Costs** means the net difference between (i) the Station Platform Betterment O&M Costs and (ii) the RTD O&M Costs in each calendar year from 2017 until 2044, as set forth in Exhibit L.

bb. **Indexed Net O&M Costs** means the Net O&M Costs indexed per section 8.3 (Payment of Net O&M Costs).

3. **Section 2.2.a (Platform and Pedestrian Underpass)** is amended as follows:

a. **Platform and Pedestrian Underpass.** No later than 30 calendar days from the First Amendment Effective Date, The City shall convey to RTD those portions of the properties identified as NW-11 and NW-12 on Exhibit C that are necessary for RTD to implement the Platform and southwestern portion of the

~~Pedestrian Underpass (the **Platform Parcels**). RTD shall, at its sole cost, provide legal descriptions for the Platform Parcels not later than 30 days from the Effective Date. The City shall convey the Platform Parcels to RTD via special warranty deed(s), substantially in the form of which is attached hereto to this First Amendment as Exhibit D-C-2, those portions of the properties identified as NW-11 and NW-12, legally described in the attached Exhibit C-3 (the Station Betterment Parcel), with nominal consideration to be paid by RTD; the value of those parcels will not count as a credit against the City's Local Agency Contribution as it supports the City requested Station Betterment implementation. Such conveyance shall be subject to an access and maintenance easement retained by the City for the maintenance of landscape, irrigation and other City improvements on the Station Betterment Parcel; not later than 60 days from the Effective Date; provided, if the City is unable to complete conveyance of a fee interest in the Platform Parcels to RTD by such date, the City shall convey a permanent and exclusive easement to RTD to be effective not later than 60 days from the Effective Date. Upon conveyance of fee interest in the Platform Parcels, RTD shall count the value of the Platform Parcels as a credit against the City's local agency contribution to the NWES, in accordance with the Local Match IGA.~~

4. **Section 2.2.g (RTD Transit Elements Easement)** is amended as follows:

g. **RTD Transit Elements Easement.** The City shall enter into an easement agreement (the **RTD Easement**) with RTD to govern the RTD Transit Elements installed on the Station Property and that shall include, to the extent necessary, the right of vehicular (including RTD buses and maintenance vehicles) and pedestrian ingress and egress thereto. The RTD Easement shall not be inconsistent with the terms of this IGA, ~~and shall, among other things, address the division of RTD's and the City's rights and responsibilities with respect to ongoing maintenance and capital repair costs of the RTD Transit Elements.~~ The Parties shall use best efforts to negotiate and agree on the RTD Easement within one year of the Effective Date and the RTD Easement shall be executed by the Parties no later than the January 1, 2014 or the date upon which the first RTD Transit Element is inspected and accepted by RTD, whichever is earlier. Legal descriptions for the RTD Easement shall be prepared by RTD and be based upon an RTD survey of completed construction of each of the RTD Transit Elements and an accessible pedestrian walkway between the Pedestrian Underpass Interface and the Parking Facility to be built by the City. The Parties agree legal descriptions may be appended to the RTD Easement by addendum, as and when necessary. The RTD Easement shall ~~not be recorded until~~ be modified upon final acceptance of the Project and after surveying by RTD to reflect all necessary updates to the legal descriptions of the RTD Easement. ~~have been appended to the RTD Easement.~~

5. **Section 6.4 (Sales and Use Taxes)** is replaced to read as follows:

6.4 Sales and Use Taxes.

a. RTD acknowledges that RTD Contractors are not exempt from the City's sales and use taxes pursuant to Title IV, Chapter 2 of the Westminster City Code. RTD acknowledges that the City imposes a 3.0 % general sales and use tax against all taxable transactions as defined in the Westminster City Code (the **City General Sales/Use Tax**), and two special voter approved and voter designated sales and uses taxes in the amount of 0.6% (designated for public safety purposes), and 0.25 % (designated for parks, open space and trails) (together, the **Voter Designated Sales/Use Taxes**). The City acknowledges that as partial consideration for the RTD Funding, the RTD O & M Costs, and other consideration provided by RTD pursuant to this IGA and the Local Agency Contribution IGA, the City shall accept a Local Match Credit in the amount of \$324,143 as a final settlement of RTD Contractors' City General Sales/Use Tax obligations. Within 30 days of the Effective Date of the First Amendment to the Station IGA, the City shall accept as final settlement of RTD Contractors' Voter Designated Sales/Use Tax a cash payment by RTD to the City in the amount of \$91,841. Thereafter, RTD Contractors shall have no further obligations to report or pay the City General Sales/Use Tax or Voter Designated Sales/Use Taxes related to the construction and commencement of revenue service of the NWES to the Westminster Station.

b. This Section 6.4 applies only to work performed by RTD Contractors for the Northwest Rail Electrified Segment that is the subject of this Station IGA and applies only to work performed by RTD Contractors up to the date RTD commences revenue service to the Station. No credit for the Local Match Credit or the settlement of RTD Contractors' Voter Designated Sale/Use Tax payment shall be given by the City to RTD Contractors for any equipment or materials used by RTD Contractors in connection with any work other than the NWES that is the subject of this Station IGA, and RTD Contractors shall remain responsible for the payment of any sales and uses taxes that may be imposed by the City in relation to other work RTD Contractors may perform on behalf of RTD or others for other locations or projects.

6. Section 7.1 (Responsibilities) is amended as follows:

7.1 Responsibilities. Except as otherwise provided in this IGA, the City Project and the Station Betterment shall be operated and maintained in accordance with, and RTD and the City shall perform each of the duties assigned to each of them on, Exhibit I and Exhibit I-A. RTD shall ensure that the Concessionaire performs each of the duties assigned to it on Exhibit I and Exhibit 1-A.

7. Section 7.3 (Operations and Maintenance following the Concession Agreement Expiration or Termination) is amended as follows:

7.3 Operations and Maintenance following the Concession Agreement Expiration or Termination.

a. Not later than January 31, 2044, RTD and the City shall meet to negotiate an IGA to govern the Parties' rights and obligations with respect to the performance of, and/or payment for, the operation, maintenance and capital repair of the Parking

Facility, Permanent Bus Facilities, North Plaza, and Pedestrian Underpass Interface, and Station Betterment following the expiration of the Concession Agreement (the **O&M IGA**). The Parties currently anticipate that the performance of operation and maintenance responsibilities shall remain substantially unchanged, but that reimbursement between the Parties for costs incurred in performing such activities shall be renegotiated to more accurately reflect costs anticipated to be incurred in 2045 and subsequent years. The Parties shall exchange then-current documentation, including maintenance plans and actual costs incurred therefor, necessary to establish each Party's costs eligible for reimbursement from the other Party. The Parties shall make best efforts to execute the O&M IGA, which shall be effective as of January 1, 2045, prior to completion of the budget authorization process of each of the Parties.

b. In the event of early termination of the Concession Agreement, RTD and the City shall amend this IGA either to identify a substitute Concessionaire or to remove the Concessionaire and require RTD to assume all delegated Concessionaire duties identified in Section 4.5 (*Concessionaire Duties*); **provided** all other rights and obligations of the Parties, including obligations to make payment to the other Party, shall remain unchanged unless mutually agreed by the Parties. For the avoidance of doubt, the ~~amount of RTD Funding and RTD owed per the Net~~ O&M Costs required to be paid to either by RTD or to the City under this IGA in the event of an early termination of the Concession Agreement shall remain unchanged.

8. **Section 8.1 (Local Agency Contribution)** is deleted as follows:

~~**8.1 Local Agency Contribution.** As consideration for the conveyance of the Platform Parcels to RTD, RTD shall, in accordance with the provision of the Local Agency Contribution IGA, credit toward the City's NWES local agency contribution \$4.50 per each square foot conveyed to RTD, which amount represents the agreed fair market value of the Platform Parcels.~~

9. **Section 8.2.d (Payment)** is amended as follows:

d. **Payment.** Within 30 days of receipt of the City's invoice, RTD shall pay undisputed amounts claimed in the City's invoice until such time as RTD has paid the RTD Funding; **provided**, (i) that portion of the RTD Funding that is attributable to tap fees shall be credited against the City's Local Agency Contribution in accordance with the Local Agency Contribution IGA and (ii) RTD shall retain 5% of the RTD Funding until such time as the RTD Transit elements to be built by the City, the Retaining Wall and the North Plaza are inspected and accepted by RTD. ~~Within 30 days of final inspection and acceptance by RTD of the RTD Transit Elements to be built by the City, the Retaining Wall and the North Plaza, RTD shall pay to the City the remainder of the RTD Funding.~~

10. **Section 8.3 (Payment of RTD O&M Costs)** is amended as follows:

8.3 Payment of Net O&M Costs.

a. **Indexation.** Each calendar year, commencing on January 1, 2017, RTD shall index the Net O&M Costs in accordance with Section 1 of Part G of Attachment

~~11 (Service Payments) to the Concession Agreement, where: **RTD O&M Costs.** As compensation to the City for costs incurred in maintaining, and performing capital maintenance of, the RTD Parking, the Permanent Bus Facilities, the Retaining Wall and the North Plaza, RTD shall make monthly payments to the City, the aggregate of which shall equal the RTD O&M Costs.~~

- ~~i. $BASP_n$ equals the Indexed Net O&M Costs in calendar year n ;~~
- ~~ii. $BAISP_{NWESbase}$ equals the Net O&M Cost in calendar year n ; and~~
- ~~iii. Each of the $BAISP_{EChase}$, $BAISP_{GLbase}$, and $ABANISP_n$ equal \$0.~~

~~**b. Payment of Indexed Net O&M Costs.** In each calendar year from 2017 until 2044, by January 31 of each calendar year, RTD shall notify the City of the Indexed Net O&M Costs calculated in accordance with this Section 8.3 for that calendar year. The respective party shall pay the other party the Indexed Net O&M Costs based off of Exhibit L. **Indexation.** Each calendar year, commencing on January 1, 2017, RTD shall index the base annual RTD O&M Costs of \$34,309 in accordance with Section 1 of Part G of Attachment 11 (Service Payments) to the Concession Agreement, where:~~

- ~~i. $BASP_n$ equals the aggregate RTD O&M Costs (including indexation) in calendar year n ;~~
- ~~ii. $BAISP_{NWESbase}$ equals \$34,309; and~~
- ~~iii. each of $BAISPEChase$, $BAISPGLbase$, and $ABANISP_n$ equal \$0.~~

~~**c. Invoicing and Payment Disputes.** The party due payment in that calendar year shall submit to the other party. RTD shall notify the City of the aggregate RTD O&M Costs to be paid to the City in that calendar year. In each calendar year from January 31, 2017 until January 1, 2045, the City shall become entitled to payment of the RTD O&M Costs calculated in accordance with this Section 8.3 (Payment of RTD O&M Costs) for that calendar year. Within 30 days following the last date of each calendar month, the City shall submit to RTD an invoice for the RTD Net O&M Costs, and, within 30 calendar days of receipt of the City's invoice, RTD the receiving party shall pay all undisputed amounts claimed until such time as RTD has paid the RTD O&M Costs due in that calendar year in the invoice. Any disputed amounts shall be resolved following **Section 11 (Disputes).**~~

11. Section 9.2 (RTD Step-In Rights) is amended as follows:

9.2 RTD Step-In Rights. Subject to Section 9.1, if the City fails to meet any of the milestone dates or durations identified in Exhibit H and RTD determines that the City will thereafter be unable to complete the Parking Facility, the Interim Bus Facilities and/or Permanent Bus Facilities (excluding the Bus Facilities Transit Amenities), the North Plaza and/or the Associated Infrastructure for which the City is responsible by the later of the applicable completion date identified in Exhibit H or March 31, 2016, the revenue service date, which is currently projected to be July 25, 2016, RTD will be entitled to carry out, or arrange to have carried out, the work necessary either to implement the Base Plan or to complete the City Project (in RTD's sole discretion), including acceleration and delay costs (each as applicable), at the cost and expense of the City. In such event, RTD shall notify the City that it intends to exercise its right under this Section 9.2 and shall provide the City with 60 days to cure or provide a plan to cure the breach or breaches identified

in the RTD step-in notice. If after the 60-day cure period has elapsed, the City shall have failed to cure or provide a plan that, in RTD's sole discretion, is adequate to cure, RTD shall exercise its step-in rights and shall thereafter have no obligation to make payments toward the RTD Funding for work performed after the date of the final step-in notice. The City shall, to the extent it has not already done so, immediately grant to RTD the RTD Easement and any other temporary construction easements necessary for RTD to complete the Base Plan or the City Project on the Station Property. RTD shall be entitled to draw and retain the full amount of the City's payment and performance bond as full or partial payment therefor. The right of RTD to retain the unpaid balance of the RTD Funding and draw upon the payment and performance bond is not intended to constitute a penalty, but is intended to be, and shall constitute, liquidated damages to compensate RTD for the cost of procuring and paying for the work and for other costs incurred by RTD in reliance upon the City's agreement to enter into the transactions contemplated hereby. The Parties acknowledge that it is difficult to ascertain the amount of actual damages that would be incurred by RTD in such circumstances, and that such liquidated damages are a reasonable estimate of the presumed actual damages that would be incurred by RTD. RTD agrees that if it exercises its step-in rights under this Section 9.2, that the City shall have no obligation to pay liquidated damages under Section 9.3.

12. Section 9.3 (Liquidated Damages) is amended as follows:

9.3 Liquidated Damages.

a. Recognizing that time is of the essence in completing the City Project, that completion of certain elements of the City Project are necessary for commencement of revenue service of the NWES, and that in the event of failure to complete those elements of the City Project it would be difficult to determine the exact amount of the loss suffered by RTD due to the City's failure to complete such work, if:

i. the City shall fail to obtain final inspection and acceptance by RTD, the Concessionaire and BNSF, as applicable, of the Retaining Wall by the Retaining Wall Completion Date and such failure, despite the exercise of best efforts on the part of the Concessionaire to minimize and mitigate the effects of such failure in accordance with the Concession Agreement, prevents the Concessionaire from commencing revenue service to the Station on ~~March 31, 2016~~ the revenue service date, which is currently projected to be July 25, 2016, subject to Section 4.1b of this IGA; or

ii. the City shall fail to acquire the North Plaza Property and provide access thereto to the Concessionaire by April 15, 2013 and such failure, despite the exercise of best efforts on the part of the Concessionaire to minimize and mitigate the effects of such failure in accordance with the Concession Agreement, prevents the Concessionaire from commencing revenue service to the Station, subject to Section 4.1b of this IGA on ~~March 31, 2016~~ the revenue service date, which is currently projected to be July 25, 2016; or

iii. the City shall fail to obtain final inspection and acceptance by RTD of all pedestrian connections between the Pedestrian Underpass and adjacent public rights of way that are necessary for RTD patrons to reach the Pedestrian Underpass on or before the later of March 31, 2016 and the date that the Concessionaire is certified and ready to commence revenue service to the Station and RTD the revenue service date, which is currently projected to be July 25, 2016, and, as a result of the City's failure, directs the Concessionaire DTP to postpone commencement of revenue service to the Station, the City shall pay to RTD as liquidated damages and not as a penalty an amount for each and every day of delay calculated by reference to the amount of revenue service payments due and payable to the Concessionaire for delivery of such service, to wit, an amount equal to \$8,965.00 per day; provided further that, other than as provided for in this IGA, any failure to perform will not be considered excusable.

b. The obligations of the City under this Section 9.3 are not intended to constitute a penalty, but are intended to be, and shall constitute, liquidated damages to compensate RTD for the cost of delay in completion of the City Project incurred by RTD in reliance upon the City's agreement to perform such work in accordance with the terms herein.

C. DOCUMENTS OTHERWISE UNCHANGED

Except as specifically provided in this First Amendment, the Station IGA remains unchanged and in full force and effect in accordance with its terms. Each reference to the Station IGA shall be a reference to the Station IGA, as amended by this First Amendment and as it may be further amended, supplemented and otherwise modified and in effect from time to time.

D. CAPTIONS

The captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this First Amendment.

E. GOVERNING LAW

This First Amendment shall be construed in accordance with, and this First Amendment and all matters arising out of or relating in any way whatsoever to this First Amendment (whether in contract, tort or otherwise) shall be governed by, the law of the State of Colorado.

F. EXECUTION IN COUNTERPARTS

This First Amendment may be executed and delivered in counterparts (including by electronic transmission), each of which will be deemed an original, but all of which when taken together will constitute a single contract. This First Amendment is effective when it has been executed by each Party.

G. BINDING EFFECT

This First Amendment is binding upon and inure to the benefit of the Parties and their respective successors and assigns.

H. SEVERABILITY

The provisions of this First Amendment are severable and any provision of this First Amendment held to be invalid, illegal or shall not affect the validity, legality or enforceability of the remaining provisions.

I. LAW

This First Amendment shall be construed and enforced in accordance with the laws of the State of Colorado.

IN WITNESS WHEREOF, the City and RTD have executed, through their respective lawfully empowered representatives, this First Amendment as of the above stated Effective Date.

ATTEST:

CITY OF WESTMINSTER

By: _____
Michelle Parker
City Clerk

By: _____
Donald M. Tripp
City Manager

APPROVED AS TO LEGAL FORM FOR
WESTMINSTER:

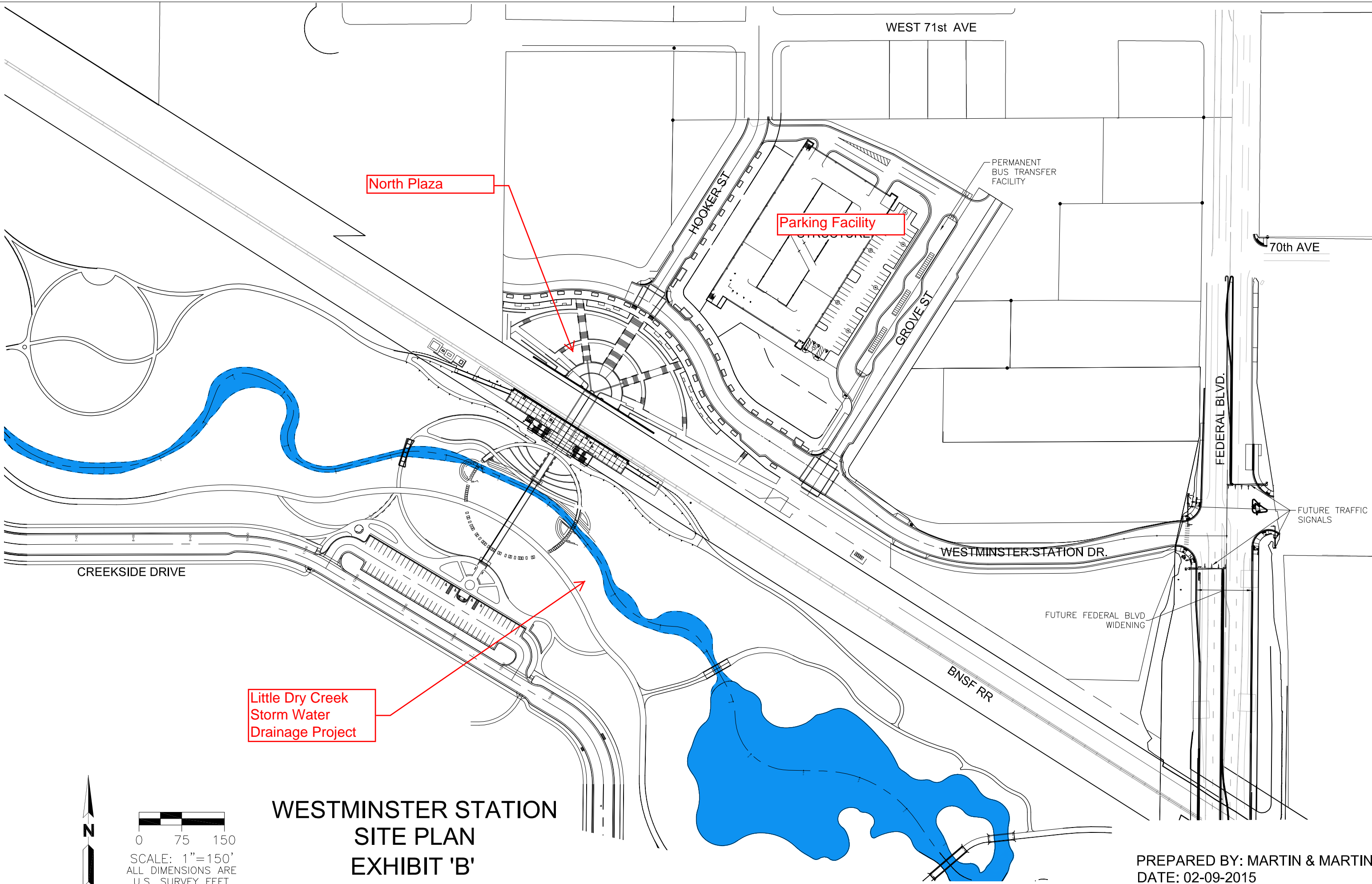
By: _____
David Frankel
City Attorney

REGIONAL TRANSPORTATION DISTRICT

By: _____
David Genova
General Manager and CEO

APPROVED AS TO LEGAL FORM FOR RTD:

By: _____
Associate General Counsel



North Plaza

Parking Facility

Little Dry Creek
Storm Water
Drainage Project

WESTMINSTER STATION
SITE PLAN
EXHIBIT 'B'

PREPARED BY: MARTIN & MARTIN
DATE: 02-09-2015

**FIRST AMENDMENT
EXHIBIT C-2**

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this _____ day of _____, 2016, between the **City of Westminster**, a home-rule municipal corporation of the State of Colorado, organized pursuant to Article XX of the Colorado Constitution, whose legal address is 4800 W. 92nd Avenue, Westminster, Colorado, 80031, as “Grantor,” and **Regional Transportation District**, a political subdivision of the State of Colorado, whose legal address is 1600 Blake Street, Denver, Colorado 80202, as “Grantee.”

WITNESS, that Grantor, for and in consideration of the sum of ten and no/100 Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, its successors forever, all the real property, together with improvements, if any, situate, lying and being in the County of Adams, State of Colorado, described as follows:

See EXHIBIT “A,” IDENTIFYING PARCELS NW-12B AND NW-12C BY LEGAL DESCRIPTION AND MAPS, ATTACHED HERETO AND INCORPORATED HEREIN.

RESERVING THEREFROM a permanent, non-exclusive easement allowing Grantor the right of ingress and egress to operate, repair, replace, inspect, plant, maintain and irrigate, as needed and as determined in Grantor’s sole discretion, any and all landscaping, irrigation and surface improvements thereon or adjacent to (collectively, the “Improvements”). This easement shall be subject to Grantee’s right to the undisturbed use, enjoyment and occupancy of the property, and Grantor’s access under this easement shall be subject to reasonable conditions necessary to minimize service interruptions; and to ensure the health, safety, and welfare of the public, Grantee, and Grantee’s contractors and employees.

TOGETHER with all and singular hereditaments and appurtenances thereto belonging, or in any way appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee and its heirs and assigns forever. Grantor, for itself and its successors and assigns, does covenant and agree that it shall and will warrant and forever defend the above bargained premises in the quiet and peaceable possession of the Grantee, its heirs and assigns, against all and every person or persons claiming the whole or any part thereof by through or under the Grantor; except taxes and assessments for the current year and all subsequent years; and except inclusion of the property in any special taxing district; and except rights of third parties not shown by the public records of which Grantee had actual knowledge;

**FIRST AMENDMENT
EXHIBIT C-3**

LEGAL DESCRIPTIONS - SPECIAL WARRANTY DEED

EXHIBIT "A"
PARCEL NO. NW-12B
Date: April 15, 2015
DESCRIPTION



Parcel No. NW-12B of the RTD Northwest Electrified Segment Corridor, being a portion of the parcel of land described at Reception No. 200800000231, recorded on January 2, 2008, in the Adams County Clerk and Recorder's Office, located in the Northwest Quarter of Section 5, Township 3 South, Range 68 West of the 6th Principal Meridian, Adams County, Colorado, being more particularly described as follows;

COMMENCING at the West Quarter Corner of said Section 5 (a found 2-½" aluminum cap stamped "FLATIRONS SURVEYING T3S R68W ¼ S6 S5 2010 LS 16406");
WHENCE the Center Quarter Corner of Section 6, Township 3 South, Range 68 West of the Sixth Principal Meridian (witnessed by a found 3" aluminum cap stamped "W C T3S R68W C ¼ S6 ↓ 35' LS 25953 1996") bears S89°50'28"W a distance of 2643.34 feet (basis of bearing - assumed);
THENCE N58°49'34"E a distance of 1770.72 feet the intersection of the South line of said RTD Northwest Electrified Segment Corridor and the East line of said Reception No. 200800000231, being the POINT OF BEGINNING;

THENCE S00°43'48"W, coincident with said East line, a distance of 20.67 feet;
THENCE N57°18'07"W, a distance of 12.34 feet;
THENCE N85°57'45"W, a distance of 6.25 feet;
THENCE N56°35'52"W, a distance of 75.10 feet;
THENCE N31°10'38"W, a distance of 4.71 feet;
THENCE N57°18'07"W, a distance of 25.37 feet, tangent with the following described curve;
THENCE along the arc of a curve to the right, having a central angle of 56°44'56", a radius of 11.00 feet, a chord bearing of N28°55'39"W a distance of 10.46 feet, and an arc distance of 10.90 feet to a point of reverse curvature with the following described curve;
THENCE along the arc of a curve to the left, having a central angle of 44°22'25", a radius of 1.50 feet, a chord bearing of N22°44'23"W a distance of 1.13 feet, and an arc distance of 1.16 feet to point of compound curvature with the following described curve;
THENCE along the arc of a curve to the left, having a central angle of 32°18'32", a radius of 146.00 feet, a chord bearing of N61°04'52"W a distance of 81.24 feet, and an arc distance of 82.33 feet to a point of reverse curvature with the following described curve;
THENCE along the arc of a curve to the right, having a central angle of 34°43'35", a radius of 188.00 feet, a chord bearing of N59°52'20"W a distance of 112.21 feet, and an arc distance of 113.94 feet to a point of reverse curvature with the following described curve;
THENCE along the arc of a curve to the left, having a central angle of 27°39'01", a radius of 72.00 feet, a chord bearing of N56°20'03"W a distance of 34.41 feet, and an arc distance of 34.75 feet;
THENCE N20°38'13"E, non-tangent with the last described curve a distance of 22.27 feet to said South line of RTD Corridor;

THENCE S57°17'39"E, coincident with said South line of RTD Corridor, a distance of 25.57 feet to a non-tangent curve;

THENCE along the arc of a curve to the left, having a central angle of 5°09'22", a radius of 149.50 feet, a chord bearing of N78°59'48"W a distance of 13.45 feet, and an arc distance of 13.45 feet to a point of compound curvature with the following described curve;

THENCE along the arc of a curve to the left, having a central angle of 159°57'28", a radius of 3.00 feet, a chord bearing of S18°26'47"W a distance of 5.91 feet, and an arc distance of 8.38 feet to a point of reverse curvature with the following described curve;

THENCE along the arc of a curve to the right, having a central angle of 18°51'00", a radius of 81.50 feet, a chord bearing of S52°06'27"E a distance of 26.69 feet, and an arc distance of 26.81 feet to a point of reverse curvature with the following described curve;

THENCE along the arc of a curve to the left, having a central angle of 34°26'15", a radius of 181.50 feet, a chord bearing of S59°54'05"E a distance of 107.46 feet, and an arc distance of 109.09 feet to a point of reverse curvature with the following described curve;

THENCE along the arc of a curve to the right, having a central angle of 13°21'04", a radius of 155.50 feet, a chord bearing of S70°26'40"E a distance of 36.15 feet, and an arc distance of 36.23 feet to said South line of RTD Corridor;

THENCE S57°17'39"E, non-tangent with the last described curve and coincident with said South line of RTD Corridor, a distance of 170.28 feet to the POINT OF BEGINNING.

Containing 4,776 square feet, (0.110 Acres), more or less.

Prepared by:
Aaron D. Willis PLS 37064
For and on behalf of Jacobs Engineering Group Inc.
707 17th Street #2400
Denver, CO 80202
303.820.5240



EXHIBIT "A"
PARCEL NO. NW-12C-Rev1
Date: August 8, 2015
DESCRIPTION



Parcel No. NW-12C-Rev1 of the RTD Northwest Electrified Segment Corridor, being a portion of LOT 2, BLOCK 1, FEIGHNER SUBDIVISION recorded in File 14, Map 636 on April 8, 1980, in the Adams County Clerk and Recorder's Office, located in the Northwest Quarter of Section 5, Township 3 South, Range 68 West of the 6th Principal Meridian, Adams County, Colorado, being more particularly described as follows;

COMMENCING at the West Quarter Corner of said Section 5 (a found 2-½" aluminum cap stamped "FLATIRONS SURVEYING T3S R68W ¼ S6 S5 2010 LS 16406");
WHENCE the Center Quarter Corner of Section 6, Township 3 South, Range 68 West of the Sixth Principal Meridian (witnessed by a found 3" aluminum cap stamped "W C T3S R68W C ¼ S6 ↓ 35' LS 25953 1996") bears S89°50'28"W a distance of 2643.34 feet (basis of bearing - assumed);
THENCE N58°49'34"E a distance of 1770.72 feet to the intersection of the South line of said RTD Northwest Electrified Segment Corridor and the West line of said Lot 2, Block 1, being the POINT OF BEGINNING;

THENCE S57°17'39"E, coincident with said South line of RTD Corridor, a distance of 82.66 feet, non-tangent with the following described curve;

THENCE along the arc of a curve to the right, having a central angle of 15°04'38", a radius of 155.50 feet, a chord bearing of S43°23'18"E a distance of 40.80 feet, and an arc distance of 40.92 feet to a point of reverse curvature with the following described curve;

THENCE along the arc of a curve to the left, having a central angle of 39°00'40", a radius of 177.50 feet, a chord bearing of S55°21'19"E a distance of 118.53 feet, and an arc distance of 120.86 feet to a point of compound curvature with the following described curve;

THENCE along the arc of a curve to the left, having a central angle of 75°09'10", a radius of 4.50 feet, a chord bearing of N67°33'46"E a distance of 5.49 feet, and an arc distance of 5.90 feet;

THENCE N29°59'11"E, tangent with the last described curve a distance of 9.32 feet to said South line of RTD Corridor;

THENCE S57°17'39"E, coincident with said South line of RTD Corridor, a distance of 14.98 feet;

THENCE S32°42'21"W a distance of 21.85 feet, non-tangent with the following described curve;

THENCE along the arc of a curve to the left, having a central angle of 8°07'58", a radius of 197.00 feet, a chord bearing of N66°39'28"W a distance of 27.94 feet, and an arc distance of 27.96 feet to a point of reverse curvature with the following described curve;

THENCE along the arc of a curve to the right, having a central angle of 35°08'58", a radius of 188.00 feet, a chord bearing of N53°08'58"W a distance of 113.53 feet, and an

arc distance of 115.33 feet to a point of reverse curvature with the following described curve;

THENCE along the arc of a curve to the left, having a central angle of $38^{\circ}03'54''$, a radius of 122.00 feet, a chord bearing of $N54^{\circ}36'26''W$ a distance of 79.57 feet, and an arc distance of 81.05 feet to a point of reverse curvature with the following described curve;

THENCE along the arc of a curve to the right, having a central angle of $16^{\circ}20'16''$, a radius of 76.00 feet, a chord bearing of $N65^{\circ}28'15''W$ a distance of 21.60 feet, and an arc distance of 21.67 feet;

THENCE $N57^{\circ}18'07''W$, tangent with the last described curve to said West line of Lot 2, Block 1, a distance of 5.80 feet;

THENCE $N00^{\circ}43'48''E$, coincident with said West line of Lot 2, Block 1, a distance of 20.67 feet to the POINT OF BEGINNING.

Containing 2,935 square feet, (0.067 Acres), more or less.



Prepared by:
Aaron D. Willis PLS 37064
For and on behalf of Jacobs Engineering Group Inc.
707 17th Street #2400
Denver, CO 80202
303.820.5240

| Sheet Revisions | | |
|-----------------|--|----------|
| Date | Description | Initials |
| 09-25-09 | RFP Release | JSX |
| 02-19-10 | Updated Design Files / Add Acquisition Shapes | DDH |
| 12-20-10 | Updated Design Files / Add Acquisition Shapes | DDH |
| 02-03-11 | Updated Design Files, Remove Parcel NW-13A | DDH |
| 08-18-11 | Add Parcel NW-10 | DDH |
| 05-22-12 | Updated Design and Proposed Acquisition Shapes | JSX |
| 10-23-12 | Updated NW-12 & NW-12A | JSX |

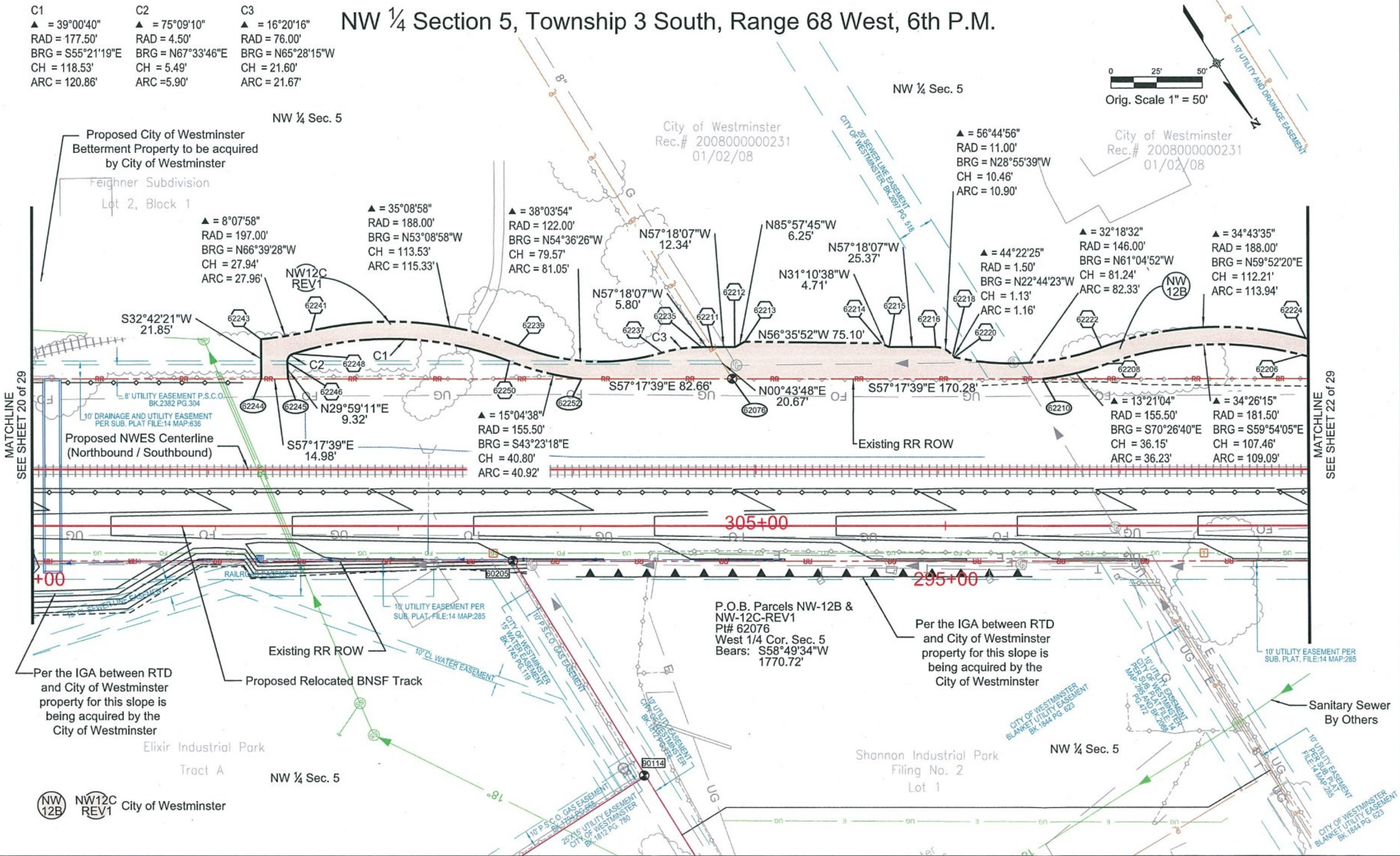
| Sheet Revisions | | |
|-----------------|--|----------|
| Date | Description | Initials |
| 04-07-15 | Removed Parcels NW-12-REV1 & NW-12A-REV1 | BPB |
| 04-20-15 | Added Parcels NW-12B & NW-12C | BPB |
| 08-06-15 | Revised Parcel NW-12C | BPB |

| Sheet Revisions | | |
|-----------------|-------------|----------|
| Date | Description | Initials |
| | | |
| | | |
| | | |

| Right of Way Plans | | | | |
|--|----------------|---------------|-----------|---------------------|
| Plan Sheets | | | | |
| Project Number: 072120 | | | | |
| Project Location: RTD FasTracks NWES Corridor - Unit C | | | | |
| Project Location: Pecos St. to 72nd Avenue | | | | |
| Project Code | Last Mod. Date | Subset Sheets | Sheet No. | Total No. of Sheets |
| | 08-06-15 | | 21 | 26 |

NW 1/4 Section 5, Township 3 South, Range 68 West, 6th P.M.

- | | | |
|--|--|---|
| C1 ▲ = 39°00'40" RAD = 177.50' BRG = S55°21'19"E CH = 118.53' ARC = 120.86' | C2 ▲ = 75°09'10" RAD = 4.50' BRG = N67°33'46"E CH = 5.49' ARC = 5.90' | C3 ▲ = 16°20'16" RAD = 76.00' BRG = N65°28'15"W CH = 21.60' ARC = 21.67' |
|--|--|---|



MATCHLINE SEE SHEET 20 of 29

MATCHLINE SEE SHEET 22 of 29

| Sheet Revisions | | |
|-----------------|--|----------|
| Date | Description | Initials |
| 09-25-09 | RFP Release | JSX |
| 02-19-10 | Updated Design Files / Add Acquisition Shapes | DDH |
| 12-20-10 | Updated Design Files / Add Acquisition Shapes | DDH |
| 02-03-11 | Updated Design Files | DDH |
| 08-18-11 | Adjust Sheet Numbers | DDH |
| 05-22-12 | Updated Design and Proposed Acquisition Shapes | JSX |
| 04-07-15 | Removed Parcel NW-12-REV1 | BPB |

| Sheet Revisions | | |
|-----------------|---------------------|----------|
| Date | Description | Initials |
| 04-20-15 | Added Parcel NW-12B | BPB |

| Sheet Revisions | | |
|-----------------|-------------|----------|
| Date | Description | Initials |
| | | |
| | | |
| | | |

| Right of Way Plans | | | | |
|--|-----------------|----------------|------------|----------------------|
| Plan Sheets | | | | |
| Project Number: 072120 | | | | |
| Project Location: RTD Fastracks NWES Corridor - Unit C | | | | |
| Project Location: Utah Junction to 72nd Avenue | | | | |
| Project Code: | Last Mod. Date: | Subset Sheets: | Sheet No.: | Total No. of Sheets: |
| | 04-20-15 | | 22 | 26 |

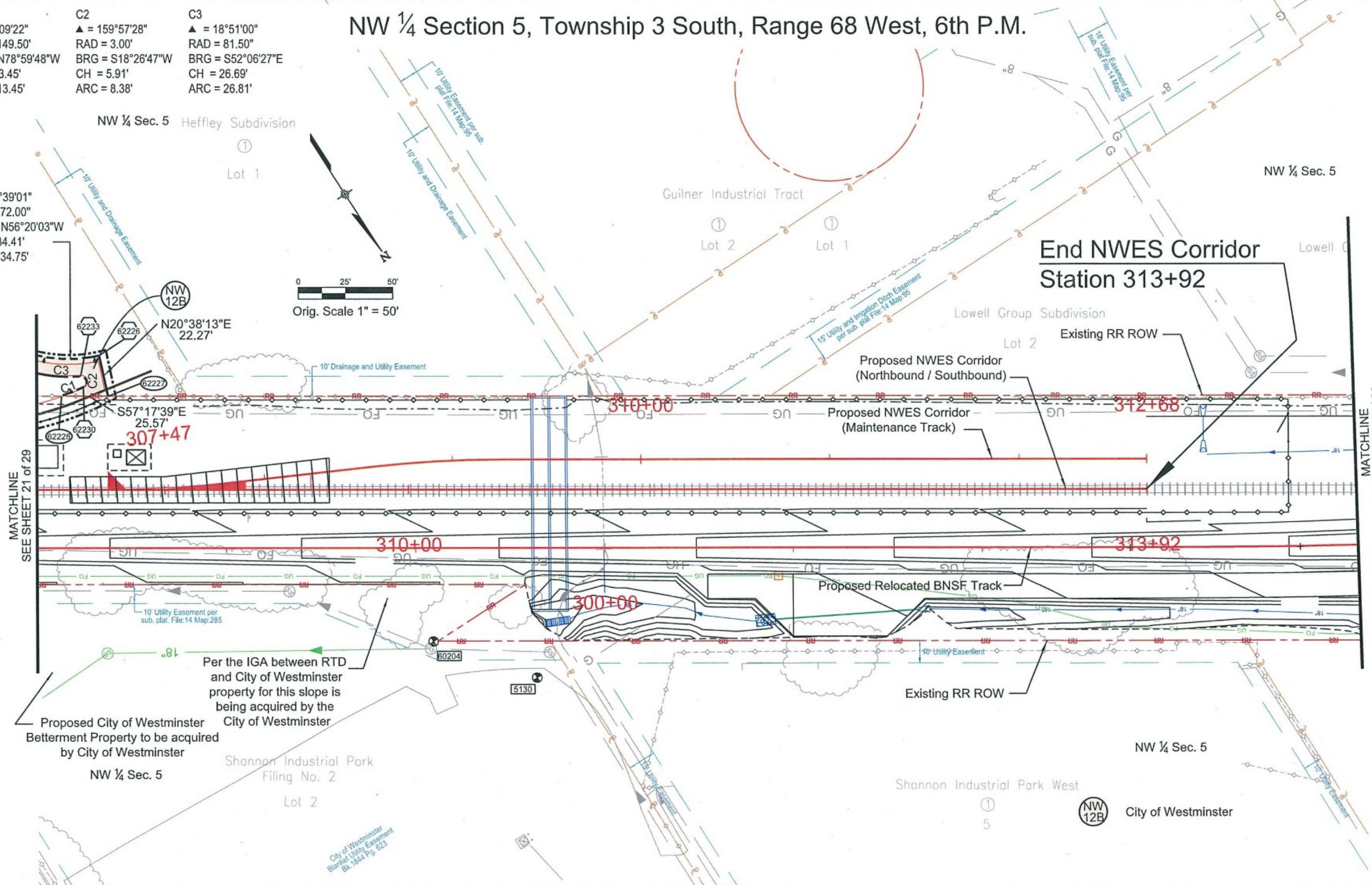
NW ¼ Section 5, Township 3 South, Range 68 West, 6th P.M.

C1
▲ = 05°09'22"
RAD = 149.50'
BRG = N78°59'48"W
CH = 13.45'
ARC = 13.45'

C2
▲ = 159°57'28"
RAD = 3.00'
BRG = S18°26'47"W
CH = 5.91'
ARC = 8.38'

C3
▲ = 18°51'00"
RAD = 81.50'
BRG = S52°06'27"E
CH = 26.69'
ARC = 26.81'

▲ = 27°39'01"
RAD = 72.00"
BRG = N56°20'03"W
CH = 34.41'
ARC = 34.75'



MATCHLINE SEE SHEET 21 of 29

MATCHLINE SEE SHEET 23 of 29

Per the IGA between RTD and City of Westminster property for this slope is being acquired by the City of Westminster

Proposed City of Westminster Betterment Property to be acquired by City of Westminster

Exhibit H- Westminster Station Schedule

| Westminster IGA | | | | |
|--|----------------|------------|--|-----------|
| | Responsibility | Start Date | Duration | End Date |
| Westminster Station | | | | |
| | | 30-Sep-10 | | 31-Dec-13 |
| City to acquire land for Parking Facilities and Interim Bus Facilities | CoW | | completed | 2-Sep-10 |
| City to provide Hoooker Street location for alignment of Pedestrian Underpass | CoW | | completed | 11-May-11 |
| RTD to provide Legal Description for Platform Parcels & Betterment Parcels (RPC 041) | RTD/DTP | | | 1-Jun-15 |
| RTD to provide legal descriptions for Sanitary Sewer parcels (incl. TCE) | RTD/DTP | | completed | 18-Jan-13 |
| RTD to provide legal descriptions for BNSF Drainage easement (incl. TCE) | RTD | | completed | 10-Jan-13 |
| City to provide Pedestrian Underpass TCE | CoW | | completed | 30-Apr-13 |
| City to provide Staging Area to DTP | CoW | | completed | 30-Apr-13 |
| City to convey fee interest in Platform Parcels & Betterment Parcels (RPC 041) | CoW | | 60 days | 1-Aug-15 |
| City to provide Sanitary Sewer easements (incl. TCE) | CoW | | completed | 14-Aug-13 |
| City to provide BNSF Drainage easement (incl. TCE) | CoW | | completed | 14-Aug-13 |
| Execution of RTD Transit Elements Easement | RTD/CoW | | completed | 1-Jan-14 |
| Little Dry Creek Storm Water Drainage Project | CoW | | 360 days | 1-Mar-16 |
| RTD to provide copy of executed Change Order (RPC 006) | RTD | | completed | 27-Jun-12 |
| Commuter Rail Design | | | | |
| | | | | 25-Oct-11 |
| RTD to provide 100% design plans for pedestrian underpass, NWES Drainage & Comm. Manhole | RTD/DTP | | completed | 25-Oct-11 |
| North Plaza | | | | |
| 30% Design North Plaza | CoW | | completed | 9-Feb-12 |
| RTD review of 30% Design North Plaza | RTD | | | |
| 50% Design North Plaza | CoW | | completed | 5-Mar-15 |
| RTD review of 50% Design North Plaza | RTD | | 20 days | 25-Mar-15 |
| 100% Design North Plaza | CoW | 1-Apr-15 | 30 days | 30-Apr-15 |
| RTD approve 100% Design North Plaza | RTD/DTP | 30-Apr-15 | 20 days | 20-May-15 |
| Utility relocations for Sanitary Sewer (NW-52-10-SS, NW-52-12-SS) | RTD/DTP | | Completed | 31-Jan-15 |
| Construction of North Half of Pedestrian Tunnel | RTD/DTP | | Completed | 28-Feb-15 |
| Construction of Retaining Wall | CoW | | Completed | 13-Feb-15 |
| City to obtain final inspection and acceptance by RTD of the Retaining Wall | CoW | | | 5-May-15 |
| Excavate & Place Embankment for BSNF Relocation | RTD/DTP | 28-Apr-14 | 15 days | 16-May-14 |
| RR Relocation Construction | RTD/DTP | 15-May-15 | | 10-Jun-15 |
| Construction of South Half of Pedestrian Tunnel | RTD/DTP | 15-Jun-15 | 75 days | 1-Sep-15 |
| Construction of North Plaza | CoW | 1-Aug-15 | 10 months | 25-May-16 |
| Construction of Associated Infrastructure (access and circulation infrastructure, roadways, sidewalks) | CoW | | | 25-May-16 |
| City to obtain final inspection and acceptance by RTD of the pedestrian connections between Pedestrian Underpass and public right of way | CoW | | | 25-May-16 |
| PUC application | RTD/CoW | | | 15-Jun-15 |
| Parking Facility | | | | |
| | | 1-Jan-14 | | 1-Jan-16 |
| RTD to provide Parking License for off-peak parking spaces (Section 2.2.i) | RTD/CoW | | To be effective not later than Revenue Service Commencement Date | |
| 100% design Parking Facility | RTD/CoW | Jul-14 | | 21-May-15 |
| RTD Approve 100% Design Parking Facility | RTD/DTP | | 20 days after submittal | 11-Jun-15 |
| Construction of Parking Facility | CoW | 1-Aug-15 | 10 months | 25-May-16 |
| Install RTD Safety & Security Equipment | RTD/DTP | 25-May-16 | 2 months | 25-Jul-16 |
| City to provide Certificate of Occupancy/Parking Facility open for public use | CoW | | | 25-May-16 |
| Bus Loading Area & Access Road | | | | |
| | | 1-Jul-13 | | 1-Jan-16 |
| City to notify RTD re Interim or Permanent Bus Facilities | CoW | | Completed | 27-Jun-13 |
| City submit 100% Design for Bus Facilities | CoW | | | 21-May-15 |
| RTD approve 100% Design Bus Facilities | RTD/DTP | | 20 days after submittal | 11-Jun-15 |
| Construction of Permanent Bus Facilities | CoW | 1-Aug-15 | 10 months | 25-May-16 |
| City to provide Easement for Permanent Bus Facilities | CoW | | To be effective on RTD acceptance of Permanent Bus Facilities | 25-May-16 |
| RTD to provide legal description of RTD Transit Elements Easements | RTD/DTP | | | 1-Jan-16 |

Exhibit I

WESTMINSTER STATION MAINTENANCE AND OPERATIONS MATRIX

RTD, CITY AND CONCESSIONAIRE RIGHTS AND RESPONSIBILITIES

| The Parking Facility | | |
|---|---|--|
| Westminster | RTD | DTP |
| <ul style="list-style-type: none"> • Maintain the Parking Facility, including the RTD Parking • Provide security in addition to the RTD Safety and Security as the City may require • Perform capital replacement as necessary to keep equipment and infrastructure (excluding RTD Safety & Security Equipment) in like-new condition, normal wear-and-tear excepted | <ul style="list-style-type: none"> • Maintain RTD Safety & Security Equipment from the date of RTD's installation thereof • Enforce RTD Parking Management Program as RTD may require | <ul style="list-style-type: none"> • None |
| Permanent Bus Facilities | | |
| Westminster | RTD | DTP |
| <ul style="list-style-type: none"> • Maintain, or cause to be maintained, the Bus Facilities Property until the date that RTD notifies the City that the Permanent Bus Facilities construction has been accepted | <ul style="list-style-type: none"> • Maintain the Permanent Bus Facilities and the Bus Facilities Transit Amenities until the date that DTP takes possession • Maintain and perform capital replacement of the Fare Collection Equipment and RTD Safety & Security Equipment from the date of RTD's installation thereof • Maintain and perform capital replacement of the Permanent Bus Facilities from the End Date of the Concession Agreement for the term of the RTD Easement | <ul style="list-style-type: none"> • Maintain and perform capital replacement of the Permanent Bus Facilities and Bus Facilities Transit Amenities from the date that DTP takes possession as required by and in accordance with the Concession Agreement |

| Interim Bus Facilities¹ | | |
|---|--|---|
| Westminster | RTD | DTP |
| <ul style="list-style-type: none"> Maintain and perform capital replacement of the Interim Bus Facilities (excluding the Bus Facilities Transit Amenities), including snow removal within the limits shown on Exhibit I-A | <ul style="list-style-type: none"> Perform snow removal of sidewalks within the limits shown on Exhibit I-A from the effective date of the RTD Easement for the Interim Bus Facilities until the date that DTP takes possession Maintain and perform capital replacement of the Bus Facilities Transit Amenities, Fare Collection Equipment and RTD Safety & Security Equipment from the date of RTD's installation thereof until implementation of the Permanent Bus Facilities | <ul style="list-style-type: none"> Perform snow removal of sidewalks in accordance with the terms of the Concession Agreement within the limits shown on Exhibit I-A from the time that DTP takes possession |
| North Plaza | | |
| Westminster | RTD | DTP |
| <ul style="list-style-type: none"> During design and construction, of the City Project maintain the Plaza Property in accordance with the temporary construction easement (or North Plaza Easement, as applicable) for the North Plaza Operate, maintain and perform capital maintenance of the North Plaza and maintain the North Plaza Easement from effective date of the easement until release of the easement (if applicable) | <ul style="list-style-type: none"> Subject to the North Plaza Easement, own and maintain the Plaza Property from the date that RTD acquires title thereto (subject to any Westminster temporary or permanent easements) until the date that DTP takes possession Maintain and perform capital replacement of Fare Collection Equipment and RTD Safety & Security Equipment from the date of RTD's installation thereof | <ul style="list-style-type: none"> Maintain the Plaza Property (excluding the North Plaza Easement that is the subject of Westminster temporary or permanent easements) from the date that DTP takes possession as required by and in accordance with the Concession Agreement Maintain and perform capital replacement of the Plaza Transit Amenities (excluding the RTD Fare Collection Equipment) Perform snow removal of sidewalks in accordance with the terms of the Concession Agreement within the limits shown on Exhibit I-A |

¹ Applicable only if the City elects to implement the Interim Bus Facilities under Section 3.2.b (*Interim Bus Facilities*) of the IGA.

| Associated Infrastructure | | |
|--|---|---|
| Westminster | RTD | DTP |
| Traffic Improvements | | |
| <ul style="list-style-type: none"> • Own, operate, maintain and perform capital replacement of the Traffic Improvements (or use best efforts ensure that CDOT owns, operates, maintains and performs capital replacement of same); provided, the City shall not be required to maintain or perform capital replacement of any Traffic Improvements associated with the Permanent Bus Facilities installed within the RTD Easement boundaries | <ul style="list-style-type: none"> • Maintain and perform capital replacement of any Traffic Improvements associated with the Permanent Bus Facilities within the RTD Easement | <ul style="list-style-type: none"> • None |
| Drainage | | |
| <ul style="list-style-type: none"> • Own, operate, maintain and perform capital maintenance of the City Drainage | <ul style="list-style-type: none"> • Ensure that BNSF maintains the NWES Drainage | <ul style="list-style-type: none"> • None |
| Sanitary Sewer | | |
| <ul style="list-style-type: none"> • Own and maintain the Sanitary Sewer Parcels from the date that the Sanitary Sewer relocation is accepted by the City • Own, operate, maintain and perform capital replacement of the relocated Sanitary Sewer from the date of the City's acceptance of the Sanitary Sewer relocation in accordance with the URA | <ul style="list-style-type: none"> • None | <ul style="list-style-type: none"> • None |
| Communications Manhole, conduit and fiber | | |
| <ul style="list-style-type: none"> • None | <ul style="list-style-type: none"> • Maintain and perform capital replacement of the communications fiber installed between the Platform and the Communications Manhole and between the Communications Manhole and the RTD Safety & Security Equipment and Fare Collection Equipment | <ul style="list-style-type: none"> • Maintain and perform capital replacement of two four-inch conduits from the Communications Manhole to the RTD Safety & Security Equipment, Fare Collection Equipment and the Platform |

| Water Supply | | |
|---|--|--|
| <ul style="list-style-type: none"> Maintain and perform capital replacement of water meter pit, water supply tap and service line to the water meter pit | <ul style="list-style-type: none"> None | <ul style="list-style-type: none"> Maintain and perform capital replacement of the service line from the water meter pit in the North Plaza to the Platform |
| Sidewalks, Curb & Gutter, Landscaping, etc. | | |
| <ul style="list-style-type: none"> Maintain and perform capital replacement of sidewalks, curb and gutter, landscaping, stairways and ramps, erosion control features and infrastructure necessary for the RTD Safety & Security Equipment from the date that each such item is accepted by the relevant Party | <ul style="list-style-type: none"> None | <ul style="list-style-type: none"> Perform snow removal on pedestrian walkways from the Pedestrian Underpass to the Parking Facility, Bus Facilities and adjacent public rights of way as depicted in Exhibit IA |
| PLATFORM PARCELS | | |
| <ul style="list-style-type: none"> Maintain the Platform Parcels until the date upon which RTD takes title | <ul style="list-style-type: none"> Maintain the Platform Parcels from the date upon which RTD takes title to the Platform Parcels until the date that DTP takes possession of the Platform Parcels | <ul style="list-style-type: none"> Maintain the Platform Parcels from the date that DTP takes possession as required by and in accordance with the Concession Agreement Maintain and perform capital replacement of the Platform (including ramps and stairs) as required by and in accordance with the Concession Agreement |
| PEDESTRIAN UNDERPASS AND PEDESTRIAN UNDERPASS INTERFACE | | |
| <ul style="list-style-type: none"> Maintain the Retaining Wall, including the headwall above the Pedestrian Underpass Interface Provide cleaning, trash removal, graffiti removal, and aesthetic surface treatment in the pedestrian underpass. | <ul style="list-style-type: none"> Maintain the property upon which the Pedestrian Underpass and Pedestrian Underpass Interface are to be implemented from the date upon which RTD takes possession until the date upon which DTP takes possession of such property | <ul style="list-style-type: none"> Maintain the property upon which the Pedestrian Underpass and Pedestrian Underpass Interface are to be implemented from the date upon which DTP takes possession of such property as required by and in accordance with the Concession Agreement |

| | | |
|---|---|---|
| | <ul style="list-style-type: none"> • Maintain the public art provided by RTD's Art-n-Transit program within the pedestrian underpass | <ul style="list-style-type: none"> • Maintain and perform capital replacement of the Pedestrian Underpass and Pedestrian Underpass Interface, excluding the Retaining Wall headwall above the Pedestrian Underpass Interface to be implemented by the City, as required by and in accordance with the Concession Agreement |
| LITTLE DRY CREEK PARK | | |
| <ul style="list-style-type: none"> • Own, operate, maintain and perform capital replacement of the Little Dry Creek Park and appurtenances | <ul style="list-style-type: none"> • None | <ul style="list-style-type: none"> • None |



MEMORANDUM OF RELIEF
No. 29

1. Agreement No.: 18FH012
2. Concessionaire: Denver Transit Partners
3. MOR/Change Title: **RTD Proposed Change No. 6, South Westminster Station**
4. Change Description: This Memorandum of Relief (MoR) authorizes payment to and, to the extent not already directed, directs Denver Transit Partners (DTP) to remove from DTP's Work certain elements of the NWES Westminster Station as more specifically identified in the intergovernmental agreement executed between RTD and the City of Westminster and in the Attachments listed in item 5.
5. Attachments to MoR:
 - A. Revisions to the Agreement
 - B. RTD Change Report
 - C. Schedule/Cost Activity Breakdown
6. Effect on Agreement:
 - Change in Construction Payments of (\$3,000,000).
 - Change in Service Payments of (\$960,646).
 - Change to Schedule from this Change: None.

The scope of this MoR is hereby incorporated into the Work. Except as provided herein, all terms and conditions of the Agreement are unchanged and remain in full force and effect. All Subcontracts entered into for the performance of Work under this MoR shall comply with the requirements of the Concession Agreement and all provisions required to be flowed down to Subcontractors shall be inserted into such Subcontracts. This MoR, including attachments, shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. This MoR embodies the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior commitments, agreements, representations, and understandings, whether oral or written, relating to the subject matter hereof, and may not be contradicted or varied by evidence of prior, contemporaneous, or subsequent oral agreements or discussions of the Parties hereto.

7. Concessionaire Certification. DTP certifies that the amount of time and/or compensation requested includes all known and anticipated impacts or amounts, direct, indirect and consequential, which may be incurred as a result of the Relief Event giving rise to this MoR. The undersigned waives any claim that it may have regarding any additional cost or time relief consequences with respect to such Relief Event.
8. To confirm agreement to this Memorandum of Relief, DTP is required to sign and return this signature page to the RTD Representative. One signed signature page will be signed by the RTD Representative and returned to the DTP Project Manager.

EXECUTED on the date set forth by the Parties below:

DENVER TRANSIT PARTNERS (DTP)

By:
Gregory Amparano
DTP Project Manager

Date: 21 June 2012

By:
Deborah Geideman
DTP Prime Contract Manager

Date: 6/20/12

RTD

By:
Brian Middleton
Eagle Project Director

Date: 6/20/12

RTD **FasTracks**
Eagle P3 Project

1670 Broadway, Suite 2700, Denver, CO 80202
phone 303.299.2398

To: Greg Straight, Eagle Design/Build Manager

From: Brian Middleton, Eagle Project Director

Date: June 18, 2012

Subject: Delegation of Authority

This is to confirm that during my absence on Tuesday, June 19, 2012 through Friday, July 20th or until my return, you will assume the additional duties of Eagle Project Director.

Your authority shall extend only to those decisions that cannot practicably be deferred until my return.

cc: Phillip A. Washington, General Manager
Richard F. Clarke, Assistant General Manager, Capital Programs
Bill Van Meter, Assistant General Manager, Planning
Del Walker, Deputy Assistant General Manager, Capital Programs
John Shonsey, Senior Manager, Engineering
Susan Cohen, FasTracks Program Control manager
Robin Elliott, Contracts and Budget Program Control Supervisor
Greg Amparano, DTP

Memorandum of Relief No. 29 – South Westminster Station
Attachment A

The following is a general description of the subject Memorandum of Relief:

RECITALS

RTD issued RTD Proposed Change/Relief Notice No. 6 – South Westminster Station, deducting from DTP’s Work certain elements of the NWES Westminster Station, adding certain elements to DTP’s Work, and modifying the NWES right-of-way plans.

DTP subsequently provided to RTD a Change Report identifying a fixed price cost and fixed time schedule impact to be incurred by DTP as a result of the RTD Proposed Change No. 6.

NOW, THEREFORE, the Parties agree as follows:

A. DTP shall modify its Work as described Section 1 (Scope) of RTD Change Report No. RPC 006, attached hereto as Attachment B, and shall henceforth comply with the City of Westminster Northwest Rail Electrified Segment Westminster Station Intergovernmental Agreement dated the same date hereof between RTD and the City of Westminster (“IGA”), incorporated herein by this reference. The Scope, as modified by this MoR, and the IGA shall be incorporated into the Work by this reference.

B. Part C (*Northwest Rail Electrified Segment Site*) of Attachment 2 of the CA shall be modified to remove Parcel Numbers NW-7, NW-8, NW-10, NW-13, NW-14, NW-15, and NW-16; **provided**, RTD shall ensure that the City of Westminster (“City”) delivers to DTP access to the Plaza Property, Sanitary Sewer parcels and BNSF Drainage parcels, in each case identified in Section 2 (*Real Property*) of the IGA, that are necessary for DTP’s implementation of Westminster Station and such access shall be available by the dates identified in the IGA, including Exhibit H thereto. DTP shall be responsible to enter into temporary construction easements with the City, in the form agreed between the City and DTP and attached to the IGA as Exhibit E, as may be necessary to implement Westminster Station.

C. The Maximum Annual Phase 1 and Phase 2 Construction Payment Amount shall be deemed to be revised in accordance with below Table 1 (*Revisions to Maximum Annual Phase 1 and Phase 2 Construction Payment Amounts*) for a total Construction Payment credit of (\$3,000,000), as follows:

| Table 1 | |
|---|-------------------------|
| Revisions to Maximum Annual Phase 1 and Phase 2 Construction Payment Amounts | |
| Design/Build Calendar Year | Revision |
| 2011 | No Change |
| 2012 | Decrease by \$53,570 |
| 2013 | Increase by \$34,187 |
| 2014 | No Change |
| 2015 | Decrease by \$2,478,878 |

Memorandum of Relief No. 29 – South Westminster Station
Attachment A

| | |
|------|-----------------------|
| 2016 | Decrease by \$501,739 |
|------|-----------------------|

and the Base Annual Service Payments identified in Table 3 (*Base Annual Service Payments*) of Attachment 11 (*Service Payments*), as modified by CA Amendment No. 2, shall be deemed to be revised in accordance with Appendix 3 to Attachment B.

D. The Revenue Service Target Dates and Final Completion Deadline Dates shall be revised as shown in the below resulting from this MoR

| | Revised Revenue Service Target Date | Final Completion Deadline Date |
|---------------------------------------|-------------------------------------|--------------------------------|
| East Corridor Service | No change | No change |
| Northwest Electrified Segment Service | No change | No change |
| Gold Line Service | No change | No change |

E. DTP is not required to finance any costs resulting from this MoR.

F. The terms of the Agreement, as amended hereby, shall apply with full force and effect to this MoR.

(end of MoR)



**South Westminster Station Scope Reduction (TSI-005.01)
CDRL CA-105.018
RTD Change Report (RPC-006) – Revision 3**

1. Scope – Details of the proposed implementation of RTD Proposed Change, CA Section 36.3(e)(i)

Summary of the work:

Design/Build: Provide design and construction services for the scope and ROW modifications as described in Aconex Document NWES-RTD-CRL-RFP-000001, Revision 6, Appendices for RPC 0006 Westminster Station, as subsequently amended, incorporated by reference. The major design component of the additional scope involves the coordination with the City of Westminster to interface the City's New Westminster Station project design with DTP's proposal, including the location of the following elements:

- The waterline to the station platform.
- NWES drainage.
- Bicycle racks, storage lockers, passenger shelters, trash receptacles, and Fare Collection Equipment shelters, including all infrastructure and utilities required for these elements.
- North Plaza communication manhole.

The additional construction scope consists of the following:

- Furnishing and installing a Communications Manhole in the North Plaza with conduit for fare collection and safety and security equipment to the station platform.
- Installation of a secure facility on RTD property for electrical, communication, and security infrastructure needs of the station & CRT (in lieu of Driver Relief Kiosk).
- Conversion of the station architectural style from Neighborhood Craftsman to Town Center Contemporary.
- Modify construction of permanent drainage facilities for BNSF near the Nolan RV building (approximately Sta. 301+00 to 303+00).
- Extension of the pedestrian tunnel to accommodate City of Westminster's plaza retaining wall.



South Westminster Station Scope Reduction (TSI-005.01)
CDRL CA-105.018
RTD Change Report (RPC-006) – Revision 3

As part of RTD Proposed Change No. 6, RTD requested an option price for the design and construction of a new retaining wall on the north side of the South Westminster Station Pedestrian Tunnel. The City of Westminster has elected to not exercise the option for DTP to design and construct this retaining wall and will complete this work utilizing a separate contractor. This retaining wall replaces the small retaining wall, ramp, and stairs at the north end of the pedestrian tunnel which was detailed in DTP's proposal. Coordination efforts will be necessary between DTP and the City of Westminister's contractors during both design and construction activities. Completion of this retaining wall by the City is critical to allow for the phased construction of the pedestrian tunnel and relocation of the BNSF freight tracks. Any delays in the City obtaining approval of the retaining wall design may impact DTP's completion of the NWES design. Any delays in construction of the retaining wall, including BNSF's approval, may delay DTP's construction of NWES Segment 3 and may entitle DTP to submit a Relief Notice under CA Section 38.1(n) or such other applicable section.

In addition to the added scope items, RPC-006 reduces DTP's design and construction scope for much of the station's North Plaza. The following elements are removed from DTP's scope through RPC-006:

- All surface parking lot and roadway facilities.
- Bus loading facilities.
- Station Plaza stairs and ramps on the north side of the BNSF ROW.
- Storm drainage for the surface parking lot, bus facilities, plaza, and roadway facilities.
- All storm water and water quality storage and detention.
- Relocation of utilities at the parking structure, bus facilities, and plaza.
- All Eagle Project utility installation at the station with the exception of project utilities that are necessary for the construction and operation of the pedestrian underpass, pedestrian underpass interface, station platform, BNSF and commuter rail infrastructure, and the station platform access ramps and stairs on the south side, excluding the water meter tap and associated infrastructure.
- DTP to provide the Communications Manhole (as defined in the IGA) and conduit from the Communications Manhole to the Platform.



South Westminster Station Scope Reduction (TSI-005.01)
CDRL CA-105.018
RTD Change Report (RPC-006) – Revision 3

- DTP has assumed that the utilities to be removed from the scope are the Sanitary Sewer and waterline along Irving Street.
- All sidewalks from the pedestrian underpass to the parking facilities and bus loading area.
- Conduits for video surveillance in the surface parking lot, pay phones, fare collection equipment, RTD safety and security equipment from the Communications Manhole to the plaza.
- All data cables routed from the communications manhole.
- Demolition, clearing, and removal of the existing buildings on the ROW properties being deleted from Attachment 2 of the Concession Agreement.

Operations and Maintenance: No additional work is added to DTP's Operations and Maintenance (O & M) scope due to this change conditioned on the requirement that no additional bus shelters, bicycle racks, trash receptacles, or any other station amenities are added over what was shown in DTP's proposal documents or as required by the Concession Agreement.

The following items are removed from DTP's O & M scope, with the corresponding credit shown in Appendix 2. In all cases, the DTP credit is the amount that DTP had expected it would spend if the work were to remain DTP's responsibility.

- Maintenance of asphalt paving including seal coating and overlay. The credit is based on four (4) sealcoats, and one mill and overlay, over the term of the Concession Agreement.
- Striping five times over the term of the Concession Agreement.
- Lighting parts: DTO has included a credit for materials. There is no credit for labor since this activity for all stations will be performed with in-house forces. The removal of this responsibility for South Westminster from DTO's scope of work will not change the headcount.
- Snow removal for the parking lot and the plowable plaza areas. The credit for snow removal reflects some but not all of the anticipated effort involved in snow removal at South Westminster. Part of the snow removal required for the commuter rail system will be performed by in-house forces, including facility maintainers and track laborers, using DTO equipment. The removal of South Westminster from DTO's scope of work will not change the headcounts in the classifications of employees involved in this work. In addition, DTP will



South Westminster Station Scope Reduction (TSI-005.01)
CDRL CA-105.018
RTD Change Report (RPC-006) – Revision 3

retain the responsibility for snow removal from the platform and walkways as explained in the IGA. The credit for contracted snow-removal services is based on the following assumptions and methodology.

| | | |
|---|-----|--------|
| Average total snowfall | 62 | Inches |
| Average # days with at least 1" of snowfall | 18 | events |
| Average snowfall per event | 3.4 | inches |

For each event, DTO estimates system wide effort of 384 hours at an average of \$50 per hour including hand work and plow work. This amounts to a total annual cost of \$345,600, which is allocated as 70% for plow work and 30% for handwork. The portion for handwork is allocated to plowable areas system wide on the basis of area.

- Landscaping – watering for the first three years until the plantings are established.
- Landscape maintenance for sod areas, based on quotes from local landscapers.
- Electricity for plaza and parking lot lighting, based on the electricity consumption model developed for the bid assuming an average of 10 hours of usage per day, 190 KWH per day, 69.35 MWH per year at \$90 per MWH at Xcel's rate.
- City of Westminster annual stormwater fee of \$0.97 per 1000 square feet of impervious area.

There is no credit for the maintenance of lighting poles, curbs and gutters and flatwork on the plaza, all of which are expected to last the length of the Concessionaire Agreement. Repairs will be performed by in-house personnel as needed. The removal of South Westminster from DTO's scope of work will not change the headcount of the workforce. Similarly, there is no credit for concrete repairs or replacement. DTO is not planning to remove and replace concrete. The concrete pavement has a design life of 40 years. Our maintenance plan for the concrete areas is to seal cracks and replace joints as necessary. In-house forces will perform this work.



South Westminster Station Scope Reduction (TSI-005.01)
CDRL CA-105.018
RTD Change Report (RPC-006) – Revision 3

Bus shelters, benches and other station amenities will remain within DTO's scope of work according to Appendix A. We will replace them as needed throughout the term of the Concession Agreement.

All scope modifications are as described in Aconex Document NWES-RTD-CRL-RFP-000001, Revision 6, Appendices for RPC 0006 Westminster Station, as subsequently amended, incorporated by reference into this Change Report with the exceptions as noted below.

General Assumptions and Exceptions:

- DTP will furnish and install the same number of bus shelters (5), bicycle racks (10), bicycle storage lockers (10), trash receptacles (5), fare collection equipment shelters (2), and benches (7) detailed in the original proposal drawings and as required per the Concession Agreement.
- The foundations and infrastructure for the above items are to be completed by the City of Westminster prior to DTP installation. If the foundations and infrastructure are not complete by the required date, DTP will transfer the obligation to install these items to RTD.
- The North Plaza retaining wall is removed from DTP's scope.
- RTD will provide the BNSF Drainage easement requested by DTP in accordance with DTP-TRN-004439.
- RTD will provide the utility easement requested by DTP for the relocation of the Westminster sanitary sewer from Federal Boulevard to Westminster Station.
- Acceptance of this Change Report closes all comments from the City of Westminster (RTD-TRN-003713) and RTD (RTD-OFLTR-000235) pertaining to the credit for the Westminster Station parking lot, plaza, and surrounding roadways and closes all DTP comments pertaining to any impacts resulting from this RPC 6.

Reference Documents:

Aconex Transmittal RTD-TRN-000621 – RTD Proposed Change No. 6 - South Westminster Station Scope Reduction



South Westminster Station Scope Reduction (TSI-005.01)
CDRL CA-105.018
RTD Change Report (RPC-006) – Revision 3

Aconex Transmittal DTP-TRN-000426 – CDRLCA-104.004: RTD CHANGE SUMMARY - South Westminster Station Scope Reduction Change Summary - RTD Proposed Change No. 6 (RPC-006)

Aconex Official Letter RTD-OFLTR-000103 – Response to CDRLCA-104.004: RTD CHANGE SUMMARY - South Westminster Station Scope Reduction Change Summary - RTD Proposed Change No. 6 (RPC-006)

Aconex Transmittal RTD-TRN-002373 – RTD Change Summary Notice Part 2 for RTD Change Summary (RCS) No. 6 – South Westminster Station Scope Reduction Change

Aconex Official Letter RTD-OFLTR-000191 – Revised RTD Change Summary Notice Part 2 for RTD Change Summary (RCS) No.6 – South Westminster Station Scope Reduction Change (August 25, 2011)

Aconex Transmittal DTP-TRN-002285 – CDRL CA-105.018, RTD Change Report – RTD Proposed Change No. 6, South Westminster Station Scope Reduction (TSI-005.01)

Aconex Transmittal RTD-TRN-003713 – City of Westminster response letter to DTP's pricing of RTD Proposed Change 6

Aconex Official Letter RTD-OFLTR-000235 – RTD Comments to RPC-006 Change Report.

Aconex Official Letter RTD-OFLTR-000267 response to RPC-006 Change Report

Aconex Transmittal DTP-TRN-004446 CDRL CA-105.018 RTD Change Report Revision 1 for RPC-006

Aconex Document NWES-RTD-CRL-RFP-000001, Revision 6 – Appendices for RPC 0006 Westminster Station



2. Pricing Summary – Additional Costs, CA Sections 36.3(e)(ii) and 36.3(e)(iii)

This Change Report includes a fixed price credit of (\$3,000,000) for all Incurred Costs for design and construction services during the Design/Build Period and an aggregate fixed price credit, in 2010 Dollars, of (\$960,646) for all costs for operations and maintenance services during the Operating Period, as further detailed in Appendices 2 and 3. These fixed prices include all Incurred Costs associated with this RPC. The fixed price is based upon the Work identified in Section 1 above.

The credit for seal coat, before contingency and markup, is as follows:

| Maintenance Activity | Seal Coat | Seal Coat | 2" Mill and Overlay | Seal Coat | Seal Coat | |
|----------------------|-----------|-----------|---------------------|-----------|-----------|-----------|
| Lot Age | 8 | 13 | 18 | 26 | 29 | |
| Year | 2023 | 2028 | 2033 | 2041 | 2044 | |
| Area of Asphalt | 13,300 | 13,300 | 13,300 | 13,300 | 13,300 | |
| Cost/SY | \$1.20 | \$1.20 | \$7.60 | \$1.20 | \$1.20 | |
| Total Cost | \$15,960 | \$15,960 | \$101,080 | \$15,960 | \$15,960 | \$164,920 |

The design and construction Incurred Costs will be incorporated into the Construction Payments, the WBS Pricing Form, the Schedule of Values, and the Revised Baseline Schedule during the first monthly update following the execution of the applicable MoR and Earned Value will be recorded as appropriate.

Incorporation of Incurred Costs into the Construction Payments and/or Service Payments, as applicable, does not infringe upon the Bond Proceeds raised to generally fund the Eagle Project. DTP has no obligation to fund this change.

DTP confirms that the Incurred Costs defined in Appendices 2 and 3 reflect any projected increases or decreases in the cost of operation; maintains the Equity IRR; reflects any required changes to the Designated Credit Agreements; and reflects any change to the risk profile of the Eagle Project.



3. Schedule – Time Impacts, CA Section 36.3(e)(iv)

The Work described in Section 1, above, has been scheduled as shown in Appendix 4. DTP will require Vacant Possession of a portion of parcel NW-10 for the pedestrian underpass and a portion of NW-7 and NW-9 for the BNSF Drainage and Sanitary Sewer relocation by April 30, 2013 in order to avoid schedule impacts, based on the Revised Baseline Schedule to be approved on or about June 30, 2012. The April 30, 2013 date allows one (1) month for coordination with the City of Westminster. If these parcels are not received by that date, DTP may be entitled to submit a Relief Notice for failure to timely deliver Vacant Possession. Furthermore, the City of Westminster is required to meet all schedule deadlines shown in the IGA or DTP may be entitled to additional relief under the terms of the CA. The City of Westminster is allowed five (5) months for construction of the plaza retaining wall in this schedule.

4. Permits, CA Section 36.3(e)(v)

No additional permits are required.

5. Impact to Obligations of the Concessionaire, CA Section 36.3(e)(vi)

Other than the scope of this change, there is no impact on the obligations of the Concessionaire under the Project Agreements to the Limited Liability Company Agreement of Denver Transit Systems, dated July 9, 2010, or to the Limited Liability Company Agreement of Denver Transit Operators, dated July 9, 2010.

6. Subcontractors, CA Section 36.3(e)(vii)

DTP will utilize subcontractors during the execution of this change. These include at a minimum Fluor/HDR Global Design Consultants.

7. Impacts on the Availability Ratio or Performance Deductions, CA Section 36.3(e)(viii)

There is no increase or decrease in the Availability Ratio or Performance Deductions.



8. Further Effects or Benefits, CA Section 36.3(e)(vix)

There are no further impacts resulting from this change.

9. Impact on DBE/SBE Goals, CA Section 36.3(e)(x)

Achievement of the DBE/SBE goals set forth in the Concession Agreement will not be impacted by this change.



**South Westminster Station Scope Reduction (TSI-005.01)
CDRL CA-105.018
RTD Change Report (RPC-006) – Revision 3**

Appendix 1 – Drawings (not included)

Appendix 2 – Pricing

Appendix 3 – Table 3 – Base Annual Service Payments

Appendix 4 – Schedule Fragnet See MoR 29 Attachment C

Capital Costs
RPC 006 - South Westminster Station - Revised Scope

| | | Cost | Mark-up | Total |
|----------------|--|----------------|-------------|----------------|
| Concessionaire | DTP - Grand Total | \$ (2,940,988) | \$ (59,012) | \$ (3,000,000) |
| | DTP - Credit for Deleted Work | \$ (3,497,970) | \$ (85,304) | \$ (3,583,274) |
| Concessionaire | DTP | \$ 556,982 | \$ 26,292 | \$ 583,274 |
| | DTP direct | \$ 2,562 | \$ 128 | \$ 2,690 |
| | Project subcontractors | \$ 523,281 | \$ 26,164 | \$ 549,445 |
| | Project Contractors direct | \$ 6,293 | \$ - | \$ 6,293 |
| | Project Contractors mark ups on immediate subcontractors | \$ 24,846 | \$ - | \$ 24,846 |

| | | Cost | Mark-up | Total |
|--------------------|----------------------------|------------|-----------|------------|
| Project Contractor | DTS | \$ 529,142 | \$ 25,278 | \$ 554,420 |
| | DTS direct (10% Mark-up) | \$ 2,785 | \$ 278 | \$ 3,063 |
| | Ltr of Credit (5% Mark-up) | \$ 3,076 | \$ 154 | \$ 3,230 |
| | Subtotal of DTS Directs | \$ 5,861 | \$ 432 | \$ 6,293 |
| | DTC direct (5% Mark-up) | \$ 496,918 | \$ 24,846 | \$ 521,764 |
| | DTC Subs (0% Mark-up) | \$ 26,363 | \$ - | \$ 26,363 |

| | | Cost | Mark-up | Total |
|-------------------------------------|--------------------------|------------|-----------|------------|
| Subcontractor to Project Contractor | DTC | \$ 477,387 | \$ 45,894 | \$ 523,281 |
| | DTC direct (10% Mark-up) | \$ 379,765 | \$ 37,977 | \$ 417,742 |
| | DTC conting(10% Mark-up) | \$ 66,616 | \$ 6,662 | \$ 73,278 |
| | DTC Bond (0% Mark-up) | \$ 5,898 | \$ - | \$ 5,898 |
| | Subtotal of DTC Directs | \$ 452,279 | \$ 44,639 | \$ 496,918 |
| | Sub costs (5% Mark-up) | \$ 25,108 | \$ 1,255 | \$ 26,363 |

| | | Cost | Mark-up | Total |
|-------------------|------------------------|-----------|--------------|-----------|
| Sub-subcontractor | Subcontractors | \$ 25,108 | \$ - | \$ 25,108 |
| | Sub's - Lump Sum Price | \$ 25,108 | \$0 override | \$ 25,108 |

DTP - Cost Details

| Description | Units | Qty | Unit rate | Amount | Mark-up | Total |
|---|-------|-----|-----------|-----------------|------------|----------|
| DTP Direct Costs | | | | | | |
| LTA Review Costs | HRS | 8 | \$ 320.30 | \$ 2,562 | | |
| | | | | | 5% Mark-up | |
| SUBTOTAL "DTP direct (5% Mark-up)" | | | | \$ 2,562 | \$ 128 | \$ 2,690 |

DTS - Cost Details

| Description | Units | Qty | Unit rate | Amount | Mark-up | Total |
|--|-------|------|--------------|-----------------|------------|----------|
| DTS Direct Costs | | | | | | |
| Letter of Credit Annual Fees (6% of DTC Total Price)(1.5% x 4 yrs) | % | 6.0% | \$ 31,396.86 | \$ 1,884 | | |
| Legal Fees | HR | 5 | \$ 238.37 | \$ 1,192 | | |
| | | | | | 5% Mark-up | |
| SUBTOTAL "DTS direct (5% Mark-up)" | | | | \$ 3,076 | \$ 154 | \$ 3,230 |

DTS Additional Staff

| Description | Units | Qty | Unit rate | Amount | Mark-up | Total |
|--|-------|-----|-------------|-----------------|-------------|----------|
| DTS - Additional Staffing | LS | 1 | \$ 2,784.97 | \$ 2,785 | | |
| | | | | | 10% Mark-up | |
| SUBTOTAL "DTS direct (10% Mark-up)" | | | | \$ 2,785 | \$ 278 | \$ 3,063 |

DTC - Cost Details

| Description | Units | Qty | Unit rate | Amount | Mark-up | Total |
|--|-------|-----|--------------|------------------|---------|-------|
| Utilities and Comm. | | | | | | |
| Communications Manhole | EA | 1 | \$ 2,988.30 | \$ 2,988 | | |
| Install Secure Facility for Elect, Comm, & Security for Station & CRT (in lieu of Driver Relief Kiosk) | EA | 1 | \$ 81,459.92 | \$ 81,460 | | |
| Subtotal | | | | \$ 84,448 | | |

| Pedestrian Tunnel - Additional 6 Ft. Length for Relocated Wall | | | | | | |
|---|----|-------|-----------|------------------|--|--|
| Structure Excavation | CY | 87 | \$ 16.67 | \$ 1,450 | | |
| Pile Tips (12 inch) | EA | 4 | \$ 177.90 | \$ 712 | | |
| H Pile (HP 12 x 74) | LF | 72 | \$ 79.76 | \$ 5,743 | | |
| Concrete Class D (Footing) | CY | 4 | \$ 407.22 | \$ 1,629 | | |
| Concrete Class D (Box Culvert) | CY | 20.1 | \$ 358.79 | \$ 7,212 | | |
| Concrete Floor (20' Wide x 6' Long) | SF | 120 | \$ 7.50 | \$ 900 | | |
| Reinforcing Steel | LB | 4,820 | \$ 0.60 | \$ 2,892 | | |
| Str. Conc. Coating | SF | 264 | \$ 0.32 | \$ 84 | | |
| Str. Conc. Coating (Anti-Graffiti) | SF | 264 | \$ 0.37 | \$ 98 | | |
| Tunnel Waterproofing | SY | 35 | \$ 117.35 | \$ 4,107 | | |
| 4"-8" Pipe Underdrain | LF | 12 | \$ 16.85 | \$ 202 | | |
| Structure Backfill Class 1 | CY | 20 | \$ 30.79 | \$ 616 | | |
| Structure Backfill Class 2 | CY | 37 | \$ 27.88 | \$ 1,032 | | |
| Subtotal | | | | \$ 26,677 | | |

| Station | | | | | | |
|----------------------------------|----|---|--------------|-------------------|--|--|
| Town Center Contemp. Arch. Style | EA | 2 | \$ 98,648.00 | \$ 197,296 | | |
| Additional Drainage at Nolan RV | LS | 1 | \$ 25,000.00 | \$ 25,000 | | |
| Subtotal | | | | \$ 222,296 | | |

| DTC - Additional Staff | | | | | | |
|-------------------------------|----|---|--------------|------------------|--|--|
| DTC - Additional Staffing | LS | 1 | \$ 14,720.45 | \$ 14,720 | | |
| DTC Estimating | LS | 1 | \$ 31,623.60 | \$ 31,624 | | |
| Subtotal | | | | \$ 46,344 | | |

| DTC - Survey | | | | | | |
|--|----|--|--|-------------------|-----------|------------|
| Survey Party | LS | | | \$ - | | |
| Subtotal | | | | \$ - | | |
| SUBTOTAL "DTC direct (10% Mark-up)" | | | | \$ 379,765 | \$ 37,977 | \$ 417,742 |

| Description | Units | Qty | Unit rate | Amount | Mark-up | Total |
|---|-------|-----|----------------|------------------|------------|-----------|
| DTC - Subcontractors | | | | | | |
| Extended Design Management | LS | 1 | \$12,500 | \$ 12,500 | | |
| F/HDR - Design Change Request 19a | LS | 1 | \$ (49,532.00) | \$ (49,532) | | |
| F/HDR - Design Change Request 70 | LS | 1 | \$ 14,992.00 | \$ 14,992 | | |
| F/HDR - Design Change Request 70a | LS | 1 | \$ 7,405.00 | \$ 7,405 | | |
| F/HDR - Design Change Request 110 | LS | 1 | \$ 10,831.00 | \$ 10,831 | | |
| F/HDR - Design Change Request 157 | LS | 1 | \$ 28,912.00 | \$ 28,912 | | |
| | | | | | 5% Mark-up | |
| SUBTOTAL "DTC Subcontractors (5% Mark-up)" | | | | \$ 25,108 | \$ 1,255 | \$ 26,363 |

Total - DTC Directs, Subs, & Mark-ups \$ 444,105

| Description | Units | Qty | Unit rate | Amount | Mark-up | Total |
|--|-------|-----|---------------|------------------|-------------|-----------|
| DTC - Contingency | | | | | | |
| Contingency | % | 15% | \$ 444,105.00 | \$ 66,616 | | |
| | | | | | 10% Mark-up | |
| SUBTOTAL "DTC - Contingency" (10% Mark-up)" | | | | \$ 66,616 | \$ 6,662 | \$ 73,278 |

Total - DTC Directs, Subs, Mark-ups, & Contingency \$ 517,383

| Description | Units | Qty | Unit rate | Amount | Mark-up | Total |
|--------------------------------------|-------|-------|---------------|-----------------|------------|----------|
| DTC - Bonds | | | | | | |
| Bond (Direct Cost + Subs + Mark-ups) | % | 1.14% | \$ 517,383.00 | \$ 5,898 | | |
| | | | | | 0% Mark-up | |
| SUBTOTAL | | | | \$ 5,898 | \$ - | \$ 5,898 |

DTC GRAND TOTAL PRICE \$ 523,281

Capital Costs (CREDIT)

RPC-006 - South Westminster Station - Revised Scope

| | | Cost | Mark-up | Total |
|----------------|--|----------------|-------------|----------------|
| Concessionaire | DTP | \$ (3,497,970) | \$ (85,304) | \$ (3,583,274) |
| | DTP direct | \$ - | \$ - | \$ - |
| | Project subcontractors | \$ (3,412,169) | \$ (85,304) | \$ (3,497,473) |
| | Project Contractors direct | \$ (12,591) | \$ - | \$ (12,591) |
| | Project Contractors mark ups on immediate subcontractors | \$ (73,210) | \$ - | \$ (73,210) |

| | | Cost | Mark-up | Total |
|--------------------|--------------------------------|----------------|--------------|----------------|
| Project Contractor | DTS | \$ (3,424,453) | \$ (73,517) | \$ (3,497,970) |
| | DTS direct (5% Mark-up) | \$ - | \$ - | \$ - |
| | DTS direct (2.5% Mark-up) | \$ (12,284) | \$ (307) | \$ (12,591) |
| | Subtotal of DTS Directs | \$ (12,284) | \$ (307) | \$ (12,591) |
| | DTC direct | \$ (2,928,386) | \$ (73,210) | \$ (3,001,596) |
| DTC Subcontractors | \$ (483,783) | \$ - | \$ (483,783) | |

| | | Cost | Mark-up | Total |
|-------------------------------------|--------------------------------|----------------|--------------|----------------|
| Subcontractor to Project Contractor | DTC | \$ (3,262,753) | \$ (149,416) | \$ (3,412,169) |
| | DTC direct (5% Mark-up) | \$ (2,592,039) | \$ (129,602) | \$ (2,721,641) |
| | DTC Conting(0% Mark-up) | \$ (160,271) | \$ (8,014) | \$ (168,285) |
| | DTC Bond (0% Mark-up) | \$ (38,460) | \$ - | \$ (38,460) |
| | Subtotal of DTC Directs | \$ (2,790,770) | \$ (137,616) | \$ (2,928,386) |
| Subcontractor costs | \$ (471,983) | \$ (11,800) | \$ (483,783) | |

| | | Cost | Mark-up | Total |
|-------------------|------------------------|--------------|--------------|--------------|
| Sub-subcontractor | Subcontractors | \$ (471,983) | \$ - | \$ (471,983) |
| | Sub's - Lump Sum Price | \$ (471,983) | \$0 override | \$ (471,983) |

DTP - Cost Details

| Description | Units | Qty | Unit rate | Amount | Mark-up | Total |
|---|-------|-----|-----------|--------|------------|--------------|
| DTP Direct Costs | | | | | | |
| | | | | \$ - | | |
| | | | | | 5% Mark-up | Total |
| SUBTOTAL "DTP direct (5% Mark-up)" | | | | \$ - | \$ - | \$ - |

DTS - Cost Details

| Description | Units | Qty | Unit rate | Amount | Mark-up | Total |
|--|-------|------|-----------------|-------------|--------------|--------------|
| DTS Direct Costs | | | | | | |
| Letter of Credit Annual Fees (6% of DTC Total Price)(1.5% x 4 yrs) | % | 6.0% | \$ (204,730.14) | \$ (12,284) | | |
| | | | | | 2.5% Mark-up | Total |
| SUBTOTAL "DTS direct (2.5% Mark-up)" | | | | \$ (12,284) | \$ (307) | \$ (12,591) |

DTC - Cost Details

| Description | Units | Qty | Unit rate | Amount | Mark-up | Total |
|-----------------------------------|-------|----------|-----------|--------------|---------|-------|
| DEMOLITION & REMOVALS | | | | | | |
| Removal of Wall - Concrete | LF | (614) | \$ 10.00 | \$ (6,140) | | |
| Removal of Curb (& C&G)-All Types | LF | (276) | \$ 3.74 | \$ (1,032) | | |
| Removal of Sidewalk | SY | (350) | \$ 3.62 | \$ (1,265) | | |
| Removal of Asphalt Mat | SY | (30,917) | \$ 4.43 | \$ (137,010) | | |
| Removal of Driveway | SY | (120) | \$ 3.62 | \$ (434) | | |
| Removal of Fence | LF | (3,075) | \$ 1.00 | \$ (3,075) | | |
| Sawcutting | LF | (140) | \$ 3.30 | \$ (462) | | |
| Subtotal | | | | \$ (149,418) | | |

SITE DRAINAGE

| | | | | | | |
|------------------------------|----|-------|-------------|--------------|--|--|
| 18" RCP | LF | (868) | \$ 53.58 | \$ (46,507) | | |
| 24" RCP | LF | (304) | \$ 68.64 | \$ (20,868) | | |
| 18" RCPES | EA | (7) | \$ 469.06 | \$ (3,283) | | |
| 24" RCPES | EA | (3) | \$ 548.40 | \$ (1,645) | | |
| Type C Inlet (10) | EA | (4) | \$ 2,475.47 | \$ (9,902) | | |
| Type D Inlet (10 Ft) | EA | (2) | \$ 3,592.64 | \$ (7,185) | | |
| Type R Inlet L5 (10') | EA | (15) | \$ 3,441.66 | \$ (51,625) | | |
| Outlet Structure | EA | (3) | \$ 5,900.00 | \$ (17,700) | | |
| Manhole, Complete, All Types | EA | (3) | \$ 3,816.36 | \$ (11,449) | | |
| Rip Rap | TN | (58) | \$ 29.13 | \$ (1,690) | | |
| Drainage Connections | EA | (2) | \$ 2,029.92 | \$ (4,060) | | |
| Subtotal | | | | \$ (175,914) | | |

SITE UTILITIES - WATER & SANITARY SEWER

| | | | | | | |
|---------------------------|----|---------|--------------|--------------|--|--|
| Water Main | LF | (2,790) | \$ 68.58 | \$ (191,338) | | |
| Fire Hydrant | EA | (5) | \$ 1,585.60 | \$ (7,928) | | |
| Delete Taps & Meter Boxes | EA | (1) | \$ 15,000.00 | \$ (15,000) | | |
| Sanitary Sewer | LF | (1,040) | \$ 76.25 | \$ (79,300) | | |
| Sanitary Sewer Manhole | EA | (5) | \$ 792.81 | \$ (3,964) | | |
| Subtotal | | | | \$ (297,530) | | |

AT-GRADE STATION

| | | | | | | |
|---------------------|----|-------|-----------|-------------|--|--|
| Station Stairs | SF | (720) | \$ 82.37 | \$ (59,306) | | |
| 10401-Signs, Static | EA | (20) | \$ 250.00 | \$ (5,000) | | |
| Subtotal | | | | \$ (64,306) | | |

LIGHTING & ELECTRICAL

| | | | | | | |
|----------------------------|----|------|--------------|--------------|--|--|
| Lot Lighting (38 Fixtures) | LS | (1) | \$ 57,777.77 | \$ (57,778) | | |
| Plaza Lighting | EA | (16) | \$ 2,200.00 | \$ (35,200) | | |
| Electrical Conduit | LS | (1) | \$ 15,000.00 | \$ (15,000) | | |
| Subtotal | | | | \$ (107,978) | | |

Capital Costs (CREDIT)**RPC-006 - South Westminster Station - Revised Scope**

| | | | | Cost | Mark-up | Total |
|---|----|----------|-------------------|-----------------------|--------------|-----------------------|
| DRIVER RELIEF STATION | | | | | | |
| Driver Relief Station Type IV | EA | (1) | \$111,763.52 | \$ (111,764) | | |
| Subtotal | | | | \$ (111,764) | | |
| STATION EARTHWORK & EROSION CONTROL | | | | | | |
| Clearing & Grubbing | AC | (1) | \$ 1,506.52 | \$ (1,507) | | |
| 12" Subgrade Prep. | CY | (7,300) | \$ 2.49 | \$ (18,183) | | |
| Embankment Material (CIP) | CY | (11,276) | \$ 6.68 | \$ (75,319) | | |
| Topsoil Remove and Stockpile | CY | (1,230) | \$ 4.15 | \$ (5,110) | | |
| Topsoil Replace | CY | (1,230) | \$ 10.50 | \$ (12,915) | | |
| Erosion Control Devices | LS | (0.038) | \$ 222,123.90 | \$ (8,441) | | |
| Erosion Control Maintenance | LS | (0.038) | \$ 449,263.21 | \$ (17,072) | | |
| Subtotal | | | | \$ (138,547) | | |
| RETAINING WALLS & SOUND WALLS | | | | | | |
| Modular Block Walls | SF | (3,800) | \$ 14.50 | \$ (55,100) | | |
| Subtotal | | | | \$ (55,100) | | |
| PEDESTRIAN & BIKE ACCESS | | | | | | |
| Concrete Sidewalk (6 in) | SY | (1,553) | \$ 36.77 | \$ (57,108) | | |
| Colored Arch Concrete Walks | SY | (2,867) | \$ 47.03 | \$ (134,835) | | |
| Conc Curb Ramp | SY | (222) | \$ 117.40 | \$ (26,063) | | |
| Seeding (Native) | AC | (1.01) | \$ 381.52 | \$ (385) | | |
| Mulching (Weed Free) | AC | (1.01) | \$ 548.76 | \$ (554) | | |
| Sod | SF | (3,700) | \$ 0.52 | \$ (1,924) | | |
| Subtotal | | | | \$ (220,869) | | |
| PED TUNNEL - NORTH END | | | | | | |
| Retaining Walls & Ramps | CY | (387) | \$ 410.00 | \$ (158,670) | | |
| Subtotal | | | | \$ (158,670) | | |
| AUTOMOBILE, BUS & VAN ACCESSWAYS INCL ROAD | | | | | | |
| HBP (GR S) (100) (PG 64-22) | TN | (7,285) | \$ 64.33 | \$ (468,611) | | |
| Conc. Pvmt | SY | (3,120) | \$ 49.30 | \$ (153,808) | | |
| C and G Ty 2 II-B | LF | (7,573) | \$ 14.04 | \$ (106,347) | | |
| Sign Panels | EA | (29) | \$ 84.55 | \$ (2,452) | | |
| Sign Post | EA | (29) | \$ 189.40 | \$ (5,493) | | |
| Pvmt Marking Paint (Low VOC Base) | SF | (8,760) | \$ 0.35 | \$ (3,076) | | |
| Subtotal | | | | \$ (739,787) | | |
| STRUCTURES | | | | | | |
| Neighborhood Craftsman Arch. Style | EA | (2) | \$ 84,950.00 | \$ (169,900) | | |
| Subtotal | | | | \$ (169,900) | | |
| Negotiation Credit | | | | | | |
| Final Negotiation Credit | LS | (1) | \$ 192,675.00 | \$ (192,675) | | |
| Subtotal | | | | \$ (192,675) | | |
| DTC - Survey | | | | | | |
| Survey Party | LS | (1) | \$ 9,580.83 | \$ (9,581) | | |
| Subtotal | | | | \$ (9,581) | | |
| | | | | | 5% Mark-up | Total |
| SUBTOTAL "DTC direct (5% Mark-up)" | | | | \$ (2,592,039) | \$ (129,602) | \$ (2,721,641) |
| Description Units Qty Unit rate Amount Mark-up Total | | | | | | |
| DTC - Subcontractors | | | | | | |
| Kleinfelder | LS | (1) | \$ 38,390.46 | \$ (38,390) | | |
| Anderado-Removal of Bldg, NW-08 | LS | (1) | \$ 99,453.50 | \$ (99,454) | | |
| Anderado-Removal of Bldg, NW-08 | LS | (1) | \$ 142,774.00 | \$ (142,774) | | |
| Anderado-Removal of Bldg, NW-09 | LS | (1) | \$ 62,735.00 | \$ (62,735) | | |
| Anderado-Removal of Bldg, NW-13 | LS | (1) | \$ 128,630.00 | \$ (128,630) | | |
| | | | | | 2.5% Mark-up | Total |
| SUBTOTAL "DTC Subcontractors (2.5% Mark-up)" | | | | \$ (471,983) | \$ (11,800) | \$ (483,783) |
| Total - DTC Directs, Subs, & Mark-ups | | | | | | \$ (3,205,424) |
| Description Units Qty Unit rate Amount Mark-up Total | | | | | | |
| DTC - Contingency | | | | | | |
| Contingency | % | 5% | \$ (3,205,424.00) | \$ (160,271) | | |
| | | | | | 5% Mark-up | Total |
| SUBTOTAL "DTC - Contingency" (5% Mark-up)" | | | | \$ (160,271) | \$ (8,014) | \$ (168,285) |
| Total - DTC Directs, Subs, Mark-ups, & Contingency | | | | | | \$ (3,373,709) |
| Description Units Qty Unit rate Amount Mark-up Total | | | | | | |
| DTC - Bonds | | | | | | |
| Bond (Direct Cost + Subs + Mark-ups) | % | 1.14% | \$ (3,373,709.00) | \$ (38,460) | | |
| | | | | | 0% Mark-up | Total |
| SUBTOTAL | | | | \$ (38,460) | | \$ (38,460) |
| DTC GRAND TOTAL PRICE | | | | | | \$ (3,412,169) |

RPC-006 Table 3
Appendix 3

The Base Annual Service Payments shall be deemed to be revised in accordance with Table 3 (*Base Annual Service Payments*) of Attachment 11 (*Service Payments*), as modified by CA Amendment No. 2, as follows:

| n | Year | BAISP _{ECbase} | BAISP _{GLbase} | BAISP _{NWESbase} | ABAISP _{base} | BANISP _{ECbase} | BANISP _{GLbase} | BANISP _{NWESbase} | ABANISP _{base} |
|---|------|-------------------------|-------------------------|---------------------------|------------------------|--------------------------|--------------------------|----------------------------|-------------------------|
| Revisions either “Plus” or “Minus” with respect to Table 3 – Base Annual Service Payments (on page 4 of CA Amendment No.2). Each Memorandum of Relief shall be an independent revision that shall be accumulated prior to Revenue Service Commencement for the applicable Commuter Rail Project. All figures in 2010 Dollars. | | | | | | | | | |
| -1 | 2015 | No change | No change | No change | No change | No change | No change | No change | No change |
| 0 | 2016 | No change | No change | Minus \$28,486 | Minus \$28,486 | No change | No change | No change | No change |
| 1 | 2017 | No change | No change | Minus \$28,486 | Minus \$28,486 | No change | No change | No change | No change |
| 2 | 2018 | No change | No change | Minus \$28,486 | Minus \$28,486 | No change | No change | No change | No change |
| 3 | 2019 | No change | No change | Minus \$26,058 | Minus \$26,058 | No change | No change | No change | No change |
| 4 | 2020 | No change | No change | Minus \$26,058 | Minus \$26,058 | No change | No change | No change | No change |
| 5 | 2021 | No change | No change | Minus \$26,058 | Minus \$26,058 | No change | No change | No change | No change |
| 6 | 2022 | No change | No change | Minus \$26,058 | Minus \$26,058 | No change | No change | No change | No change |
| 7 | 2023 | No change | No change | Minus \$46,711 | Minus \$46,711 | No change | No change | No change | No change |
| 8 | 2024 | No change | No change | Minus \$26,058 | Minus \$26,058 | No change | No change | No change | No change |
| 9 | 2025 | No change | No change | Minus \$26,058 | Minus \$26,058 | No change | No change | No change | No change |
| 10 | 2026 | No change | No change | Minus \$26,058 | Minus \$26,058 | No change | No change | No change | No change |
| 11 | 2027 | No change | No change | Minus \$26,058 | Minus \$26,058 | No change | No change | No change | No change |
| 12 | 2028 | No change | No change | Minus \$46,711 | Minus \$46,711 | No change | No change | No change | No change |
| 13 | 2029 | No change | No change | Minus \$26,058 | Minus \$26,058 | No change | No change | No change | No change |

RPC-006 Table 3
Appendix 3

| | | | | | | | | | |
|----|------|-----------|-----------|--------------------|--------------------|-----------|-----------|-----------|-----------|
| 14 | 2030 | No change | No change | Minus \$26,058 | Minus \$26,058 | No change | No change | No change | No change |
| 15 | 2031 | No change | No change | Minus \$26,058 | Minus \$26,058 | No change | No change | No change | No change |
| 16 | 2032 | No change | No change | Minus \$26,058 | Minus \$26,058 | No change | No change | No change | No change |
| 17 | 2033 | No change | No change | Minus \$141,126 | Minus \$141,126 | No change | No change | No change | No change |
| 18 | 2034 | No change | No change | Minus \$26,058 | Minus \$26,058 | No change | No change | No change | No change |
| 19 | 2035 | No change | No change | Minus \$26,058 | Minus \$26,058 | No change | No change | No change | No change |
| 20 | 2036 | No change | No change | Minus \$26,058 | Minus \$26,058 | No change | No change | No change | No change |
| 21 | 2037 | No change | No change | Minus \$26,058 | Minus \$26,058 | No change | No change | No change | No change |
| 22 | 2038 | No change | No change | Minus \$26,058 | Minus \$26,058 | No change | No change | No change | No change |
| 23 | 2039 | No change | No change | Minus \$26,058 | Minus \$26,058 | No change | No change | No change | No change |
| 24 | 2040 | No change | No change | Minus \$26,058 | Minus \$26,058 | No change | No change | No change | No change |
| 25 | 2041 | No change | No change | Minus \$46,711 | Minus \$46,711 | No change | No change | No change | No change |
| 26 | 2042 | No change | No change | Minus \$26,058 | Minus \$26,058 | No change | No change | No change | No change |
| 27 | 2043 | No change | No change | Minus \$26,058 | Minus \$26,058 | No change | No change | No change | No change |
| 28 | 2044 | No change | No change | Minus \$46,711 | Minus \$46,711 | No change | No change | No change | No change |



**EXHIBIT K -
RPC 041 O&M**

**Contract Data Requirements
Submittal**

| Item | Contract Data | Contract Data Information |
|-------------|----------------------------|---|
| i | Date Prepared | 2/23/16 |
| ii | CDRL Identification Number | CDRL CA-105.061.02 |
| iii | Agreement Title & Number | Eagle Project – Contract 18FH012 |
| iv | Submitting Organization | Denver Transit Partners |
| v | Description | RTD Proposed Change No. 0041B.O&M, NW – Westminster Betterment Requests Operations and Maintenance (TSI-281.02) |
| vi | Status | Rev 1 – Submittal |
| vii | Category | NA |
| viii | Signature | <p><i>Brett Marsolais</i> 2/23/16</p> <hr/> <p>Brett Marsolais Date Contract Administrator</p> <p>“Having checked this item of Contract Data, I hereby certify that it conforms to the requirements of the Concession Agreement in all respects, except as specifically indicated.”</p> |



1. Scope – Details of the proposed implementation of Concessionaire Proposed Change, RTD Proposed Change or Relief Notice (CA Sections 36.1(c)(i) and (ii), 36.3(e)(i), and 38.2(c)(i) (each, as applicable))

Summary of the Work:

Operations and Maintenance: RPC 041B.O&M includes all additional station maintenance added per the COW Station Platform and reflected in RPC 041B.CAP. Additional O&M scope for this RPC includes:

- Additional Snow Removal
- Elevator Maintenance
- Additional Canopy Maintenance
- Additional Electrical Consumption
- Additional Cleaning
- Additional Lighting Maintenance
- Additional Camera and Etel Maintenance

Scope Assumptions and Conditions:

The scope of work described in Section 1 of this Change Summary and the Price provided in Section 2 and Schedule Impacts described in Section 3 are contingent upon the following Assumptions and Conditions:

- Etch glass is excluded from the change.
- Railing to remain RTD standard.

Reference Documents:

Aconex Transmittal RTD-TRN-020907 – CA-111.122: Memorandum of Relief MOR 103A for RPC 041A Westminster Station Platform Betterment Design

Aconex Transmittal FHDR-TRN-005186 – Constructability Review: CDRL 7B-09.06B – NWES3B – Westminster Station 95%

Aconex Transmittal DTP-TRN-015149 – RTD Proposed Change No. 0041B, NW – City of Westminster Station Betterment Request Construction (TSI-281.01)



**Westminster Station Platform Betterment, O&M (TSI-281.02)
CDRL CA-105.061.02
Change Report (RPC 0041B.O&M)**

Aconex Official Letter RTD-OFLTR-000663 - RTD Proposed Change No. 0041B, NW – City of Westminster Station Betterment Request Construction (TSI-281.01)

Aconex Transmittal DTP-TRN-015498 - RTD Proposed Change No. 0041B.CAP, NW – City of Westminster Station Betterment Request Construction (TSI-281.01)

Aconex Official Letter RTD-OFLTR-000667 - RTD Proposed Change No. 0041B.CAP, NW – City of Westminster Station Betterment Request Construction (TSI-281.01)

Aconex Official Letter RTD-OFLTR-000668 – RTD Proposed Change No. 0041B.CAP, NW – City of Westminster Station Betterment Request Construction (TSI-281.01)

Aconex Transmittal RTD-TRN-015029 – CDRL CA-111.146: Memorandum of Relief MoR 103B for RPC 041B Westminster Betterment Request Construction

Aconex Transmittal DTP-TRN-016349 - RTD Proposed Change No. 0041B.O&M, NW – City of Westminster Station Betterment Request Construction Operations and Maintenance (TSI-281.02)

Aconex Transmittal RTD-TRN-025450 - RTD Proposed Change No. 0041B.O&M, NW – City of Westminster Station Betterment Request Construction Operations and Maintenance (TSI-281.02)

Aconex Transmittal RTD-TRN-027773 – RTD Proposed Change No. 0041B.O&M, NW – City of Westminster Station Betterment Request Construction Operations and Maintenance (TSI-281.02)

2. Pricing Summary – Additional Costs (CA Sections 36.1(c)(iii), 36.3(e)(ii) and 36.3(e)(iii), 38.2(c)(ii) (each, as applicable))

This Change Report includes an aggregate fixed price, in 2010 Dollars, of \$2,484,961 for all costs for operations and maintenance services during the Operating Period. These fixed prices include all Incurred Costs associated with this RPC. The fixed price is based upon the Work identified in Section 1 above.



Westminster Station Platform Betterment, O&M (TSI-281.02)
CDRL CA-105.061.02
Change Report (RPC 0041B.O&M)

Incorporation of Incurred Costs into the Construction Payments and/or Service Payments, as applicable, does not infringe upon the Bond Proceeds raised to generally fund the Eagle Project. DTP has no obligation to fund this change.

DTP confirms that the Incurred Costs defined in Appendix 2; maintains the Equity IRR; reflects any required changes to the Designated Credit Agreements; and reflects any change to the risk profile of the Eagle Project.

3. Schedule – Time Impacts (CA Sections 36.1(c)(iii), 36.3(e)(iv), 38.2(c)(iii) (each, as applicable))

N/A

4. Permits (CA Sections 36.1(c)(iii), 36.3(e)(v), 38.2(c)(ii) (each, as applicable))

DTP will obtain all Permits required by this Change. Permits shall be issued within 30 calendar days following application.

5. Impact to Obligations of the Concessionaire (CA Sections 36.1(c)(iii), 36.3(e)(vi), 38.2(c)(iii) (each, as applicable))

The O&M Contract will be amended to reflect the change in obligations under the Project Agreements resulting from this Change.

6. Subcontractors ((CA Sections 36.1(c)(iii) and 36.3(e)(vii) (each, as applicable))

DTP will utilize subcontractors during the execution of this change, these subcontractors have not been identified at this time.

7. Impacts on the Availability Ratio or Performance Deductions (CA Sections 36.1(c)(iii), 36.3(e)(viii), 38.2(c)(iv) (each, as applicable))

A non-functioning elevator at the Westminster Station would not constitute a *Station Downtime Event* per Attachment 11, Part A of the Concession Agreement.

8. Further Effects or Benefits (CA Sections 36.1(c)(iii), 36.3(e)(ix), 38.2(c)(ii) (each, as applicable))

There are no further impacts resulting from this change.

9. Impact on DBE/SBE Goals (CA Sections 36.1(c)(iii), 36.3(e)(x) (each, as applicable))



**Westminster Station Platform Betterment, O&M (TSI-281.02)
CDRL CA-105.061.02
Change Report (RPC 0041B.O&M)**

Achievement of the DBE/SBE Goals set forth in the Concession Agreement will not be impacted by this change.



**Westminster Station Platform Betterment, O&M (TSI-281.02)
CDRL CA-105.061.02
Change Report (RPC 0041B.O&M)**

Appendix 2– Pricing Summary

Appendix 3 – Revised Table 3 *Base Annual Service Payments* (per CA Amendment No. 2) (*as applicable for Service Payments*)

Appendix 4 – N/A

RPC-041B.O&M Table 3
Appendix 3

The Base Annual Service Payments shall be deemed to be revised in accordance with Table 3 (*Base Annual Service Payments*) of Attachment 11 (*Service Payments*), as modified by CA Amendment No. 2, as follows:

| n | Year | BAISP _{ECbase} | BAISP _{GLbase} | BAISP _{NWESbase} | ABAISP _{base} | BANISP _{ECbase} | BANISP _{GLbase} | BANISP _{NWESbase} | ABANISP _{base} |
|---|------|-------------------------|-------------------------|---------------------------|------------------------|--------------------------|--------------------------|----------------------------|-------------------------|
| Revisions either “Plus” or “Minus” with respect to Table 3 – Base Annual Service Payments (on page 4 of CA Amendment No.2). Each Memorandum of Relief shall be an independent revision that shall be accumulated prior to Revenue Service Commencement for the applicable Commuter Rail Project. All figures in 2010 Dollars. | | | | | | | | | |
| -1 | 2015 | No change | No change | No change | No change | No change | No change | No change | No change |
| 0 | 2016 | No change | No change | \$84,413 | \$84,413 | No change | No change | No change | No change |
| 1 | 2017 | No change | No change | \$84,413 | \$84,413 | No change | No change | No change | No change |
| 2 | 2018 | No change | No change | \$84,413 | \$84,413 | No change | No change | No change | No change |
| 3 | 2019 | No change | No change | \$84,413 | \$84,413 | No change | No change | No change | No change |
| 4 | 2020 | No change | No change | \$84,413 | \$84,413 | No change | No change | No change | No change |
| 5 | 2021 | No change | No change | \$84,413 | \$84,413 | No change | No change | No change | No change |
| 6 | 2022 | No change | No change | \$84,413 | \$84,413 | No change | No change | No change | No change |
| 7 | 2023 | No change | No change | \$84,413 | \$84,413 | No change | No change | No change | No change |
| 8 | 2024 | No change | No change | \$84,413 | \$84,413 | No change | No change | No change | No change |
| 9 | 2025 | No change | No change | \$96,741 | \$96,741 | No change | No change | No change | No change |
| 10 | 2026 | No change | No change | \$84,413 | \$84,413 | No change | No change | No change | No change |
| 11 | 2027 | No change | No change | \$84,413 | \$84,413 | No change | No change | No change | No change |
| 12 | 2028 | No change | No change | \$84,413 | \$84,413 | No change | No change | No change | No change |
| 13 | 2029 | No change | No change | \$84,413 | \$84,413 | No change | No change | No change | No change |
| 14 | 2030 | No change | No change | \$84,413 | \$84,413 | No change | No change | No change | No change |
| 15 | 2031 | No change | No change | \$84,413 | \$84,413 | No change | No change | No change | No change |
| 16 | 2032 | No change | No change | \$84,413 | \$84,413 | No change | No change | No change | No change |

RPC-041B.O&M Table 3
Appendix 3

| | | | | | | | | | |
|----|------|-----------|-----------|----------|----------|-----------|-----------|-----------|-----------|
| 17 | 2033 | No change | No change | \$84,413 | \$84,413 | No change | No change | No change | No change |
| 18 | 2034 | No change | No change | \$96,741 | \$96,741 | No change | No change | No change | No change |
| 19 | 2035 | No change | No change | \$84,413 | \$84,413 | No change | No change | No change | No change |
| 20 | 2036 | No change | No change | \$84,413 | \$84,413 | No change | No change | No change | No change |
| 21 | 2037 | No change | No change | \$84,413 | \$84,413 | No change | No change | No change | No change |
| 22 | 2038 | No change | No change | \$84,413 | \$84,413 | No change | No change | No change | No change |
| 23 | 2039 | No change | No change | \$84,413 | \$84,413 | No change | No change | No change | No change |
| 24 | 2040 | No change | No change | \$84,413 | \$84,413 | No change | No change | No change | No change |
| 25 | 2041 | No change | No change | \$84,413 | \$84,413 | No change | No change | No change | No change |
| 26 | 2042 | No change | No change | \$84,413 | \$84,413 | No change | No change | No change | No change |
| 27 | 2043 | No change | No change | \$96,741 | \$96,741 | No change | No change | No change | No change |
| 28 | 2044 | No change | No change | \$84,413 | \$84,413 | No change | No change | No change | No change |

Net O&M Schedule - NON-Indexed

| | RTD O&M Costs (per RPC 006, executed 6/26/2012) | | Station Platform Betterment O&M Costs (per RPC 041 O&M, executed 2/23/2016) | = | Net O&M Costs - NON-Indexed (\$ owed to RTD)/ +\$ owed to COW |
|--------------|---|----------|--|----------|--|
| 2016 | \$28,486 | - | \$84,004 | = | (\$55,518) |
| 2017 | \$28,486 | - | \$84,004 | = | (\$55,518) |
| 2018 | \$28,486 | - | \$84,004 | = | (\$55,518) |
| 2019 | \$26,058 | - | \$84,004 | = | (\$57,946) |
| 2020 | \$26,058 | - | \$84,004 | = | (\$57,946) |
| 2021 | \$26,058 | - | \$84,004 | = | (\$57,946) |
| 2022 | \$26,058 | - | \$84,004 | = | (\$57,946) |
| 2023 | \$46,711 | - | \$84,004 | = | (\$37,293) |
| 2024 | \$26,058 | - | \$84,004 | = | (\$57,946) |
| 2025 | \$26,058 | - | \$96,333 | = | (\$70,275) |
| 2026 | \$26,058 | - | \$84,004 | = | (\$57,946) |
| 2027 | \$26,058 | - | \$84,004 | = | (\$57,946) |
| 2028 | \$46,711 | - | \$84,004 | = | (\$37,293) |
| 2029 | \$26,058 | - | \$84,004 | = | (\$57,946) |
| 2030 | \$26,058 | - | \$84,004 | = | (\$57,946) |
| 2031 | \$26,058 | - | \$84,004 | = | (\$57,946) |
| 2032 | \$26,058 | - | \$84,004 | = | (\$57,946) |
| 2033 | \$141,126 | - | \$84,004 | = | +\$57,122 |
| 2034 | \$26,058 | - | \$96,333 | = | (\$70,275) |
| 2035 | \$26,058 | - | \$84,004 | = | (\$57,946) |
| 2036 | \$26,058 | - | \$84,004 | = | (\$57,946) |
| 2037 | \$26,058 | - | \$84,004 | = | (\$57,946) |
| 2038 | \$26,058 | - | \$84,004 | = | (\$57,946) |
| 2039 | \$26,058 | - | \$84,004 | = | (\$57,946) |
| 2040 | \$26,058 | - | \$84,004 | = | (\$57,946) |
| 2041 | \$46,711 | - | \$84,004 | = | (\$37,293) |
| 2042 | \$26,058 | - | \$84,004 | = | (\$57,946) |
| 2043 | \$26,058 | - | \$96,333 | = | (\$70,275) |
| 2044 | \$46,711 | - | \$84,004 | = | (\$37,293) |
| TOTAL | \$960,646 | - | \$2,473,103 | = | (\$1,512,457) |

BY AUTHORITY

ORDINANCE NO. **3824**

COUNCILLOR'S BILL NO. **9**

SERIES OF 2016

INTRODUCED BY COUNCILLORS

A BILL FOR AN ORDINANCE AUTHORIZING AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL TRANSPORTATION DISTRICT REGARDING THE LOCAL AGENCY CONTRIBUTION FOR THE WESTMINSTER STATION

WHEREAS, in June 2012 the City and the Regional Transportation District (RTD) entered into two intergovernmental agreements (IGAs) for the Northwest Rail Electrified Segment Westminster Station, allowing the City to implement an alternative approach to RTD's base plan for commuter and bus access, parking, and pedestrian areas to support the Westminster Station commuter rail station (the "Station IGA") and to define the City's local area contribution to the overall project (the "LAC IGA"); and

WHEREAS, the parties now wish to amend the LAC IGA to conform with a new schedule and with the refined understanding of each parties' responsibilities.

NOW THEREFORE, pursuant to the Charter of the City of Westminster, the Colorado Constitution, Article XIV, Section 18(2)(a), and C.R.S. § 29-1-201, *et seq.*, THE CITY OF WESTMINSTER ORDAINS:

Section 1. Authorization. The City Manager of the City of Westminster is hereby authorized to execute on behalf of the City the First Amendment to the Intergovernmental Agreement with the Regional Transportation District (RTD) regarding the Local Agency Contribution to the Westminster Station Project in substantially the same for as attached hereto as Attachment A and to continue to fund and implement said Agreement, as amended.

Section 2. This ordinance shall take effect upon its passage after second reading. The title and purpose of this ordinance shall be published prior to its consideration on second reading. The full text of this ordinance shall be published within ten (10) days after its enactment after second reading.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 14th day of March, 2016.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 28th day of March, 2016.

ATTEST:

City Clerk

Mayor

APPROVED AS TO LEGAL FORM:

City Attorney's Office

FIRST AMENDMENT TO
CITY OF WESTMINSTER
NORTHWEST RAIL ELECTRIFIED SEGMENT
LOCAL AGENCY CONTRIBUTION
INTERGOVERNMENTAL AGREEMENT

THIS FIRST AMENDMENT to the CITY OF WESTMINSTER NORTHWEST RAIL ELECTRIFIED SEGMENT LOCAL AGENCY CONTRIBUTION INTERGOVERNMENTAL AGREEMENT ("First Amendment") is made and entered into this _____ day of _____, 2016 (the **Effective Date**) by and between the **CITY OF WESTMINSTER** (the **City**), a home-rule municipal corporation of the State of Colorado organized pursuant to Article XX of the Colorado Constitution, and the **REGIONAL TRANSPORTATION DISTRICT (RTD)**, a political subdivision of the State of Colorado organized pursuant to the Regional Transportation District Act, C.R.S. 32-9-101, et seq. The City and RTD may hereinafter be referred to individually as a **Party** and collectively as the **Parties**.

The Parties wish to amend the City of Westminster Northwest Rail Electrified Segment Local Agency Contribution Intergovernmental Agreement, dated June 26, 2012, by and between the Parties (the "LAC IGA"), to conform with the companion Northwest Rail Electrified Segment Westminster Station Intergovernmental Agreement ("Station IGA") of the same date, being amended contemporaneously by the Parties.

Now, therefore, the Parties agree to amend the LAC IGA as follows:

A. Section 2, "LOCAL AGENCY CONTRIBUTION," subsection 2.3, "Local Agency Contribution Credit," sub-subsection (c), "Sales and Use Tax Receipts," is replaced to read as follows:

c. Sales and Use Tax. The City and RTD shall address payment of sales and use taxes by RTD Contractors according to Section 6.4 of the Station IGA, as amended by its First Amendment, which reads as follows:

Station IGA, First Amendment, Section 6.4 Sales and Use Taxes.

a. RTD acknowledges that RTD Contractors are not exempt from the City's sales and use taxes pursuant to Title IV, Chapter 2 of the Westminster City Code. RTD acknowledges that the City imposes a 3.0 % general sales and use tax against all taxable transactions as defined in the Westminster City Code (the **City General Sales/Use Tax**), and two special voter approved and voter designated sales and uses taxes in the amount of 0.6% (designated for public safety purposes), and 0.25 % (designated for parks, open space and trails) (together, the **Voter Designated Sales/Use Taxes**). The City acknowledges that as partial consideration for the RTD Funding, the RTD O & M Costs, and other consideration provided by RTD pursuant to this IGA and the Local Agency Contribution IGA, the City shall accept a Local Match Credit in the amount of \$324,143 as a final settlement of RTD Contractors' City General Sales/Use Tax obligations. Within 30 days of the Effective Date of the First Amendment to the Station IGA, the City shall accept as final settlement of RTD Contractors' Voter Designated Sales/Use Tax a cash payment by RTD to the City in the amount of \$91,841.

Thereafter, RTD Contractors shall have no further obligations to report or pay the City General Sales/Use Tax or Voter Designated Sales/Use Taxes related to the construction and commencement of revenue service of the NWES to the Westminster Station.

b. This Section 6.4 applies only to work performed by RTD Contractors for the Northwest Rail Electrified Segment that is the subject of this Station IGA and applies only to work performed by RTD Contractors up to the date RTD commences revenue service to the Station. No credit for the Local Match Credit or the settlement of RTD Contractors' Voter Designated Sale/Use Tax payment shall be given by the City to RTD Contractors for any equipment or materials used by RTD Contractors in connection with any work other than the NWES that is the subject of this Station IGA, and RTD Contractors shall remain responsible for the payment of any sales and uses taxes that may be imposed by the City in relation to other work RTD Contractors may perform on behalf of RTD or others for other locations or projects.

RTD shall credit to the Local Agency Contribution the value of sales and use tax receipts rebated by the City pursuant to said provision.

B. DOCUMENTS OTHERWISE UNCHANGED

Except as specifically provided in this First Amendment, the LAC IGA remains unchanged and in full force and effect in accordance with its terms. Each reference to the LAC IGA shall be a reference to the LAC IGA, as amended by this First Amendment and as it may be further amended, supplemented and otherwise modified and in effect from time to time.

C. CAPTIONS

The captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this First Amendment.

D. GOVERNING LAW

This First Amendment shall be construed in accordance with, and this First Amendment and all matters arising out of or relating in any way whatsoever to this First Amendment (whether in contract, tort or otherwise) shall be governed by, the law of the State of Colorado.

E. EXECUTION IN COUNTERPARTS

This First Amendment may be executed and delivered in counterparts (including by electronic transmission), each of which will be deemed an original, but all of which when taken together will constitute a single contract. This First Amendment is effective when it has been executed by each Party.

F. BINDING EFFECT

This First Amendment is binding upon and inure to the benefit of the Parties and their respective successors and assigns.

G. SEVERABILITY

The provisions of this First Amendment are severable and any provision of this First Amendment held to be invalid, illegal or shall not affect the validity, legality or enforceability of the remaining provisions.

IN WITNESS WHEREOF, the City and RTD have executed, through their respective lawfully empowered representatives, this First Amendment as of the above stated Effective Date.

ATTEST:

CITY OF WESTMINSTER

By: _____
Michelle Parker
City Clerk

By: _____
Donald M. Tripp
City Manager

APPROVED AS TO LEGAL FORM FOR
WESTMINSTER:

By: _____
David Frankel
City Attorney

REGIONAL TRANSPORTATION DISTRICT

By: _____
David Genova
General Manager and CEO

APPROVED AS TO LEGAL FORM FOR RTD:

By: _____
Associate General Counsel



Agenda Memorandum

City Council Meeting
March 14, 2016



SUBJECT: Resolution No.14 Establishing 2016 Recovery Contract Interest Rate

Prepared By: Michelle M. Nocera, Administrative Assistant

Recommended City Council Action

Adopt Resolution No. 14 establishing the 2016 calendar year interest rate for non-City funded public improvement recovery contracts at 5.5 percent and an interest rate of 3.57 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 2016. 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, 2016, was 3.5 percent. It is proposed that the recovery interest rate for 2016 on non-City funded public improvements be the Prime Rate plus two percent, or 5.5 percent.
- Staff is proposing that the recovery interest rate on City-funded projects for 2016 be set at 3.57 percent in accordance with the average Bond Buyer 20 Index for 2016, 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 and rationale 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 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 providing a *Dynamic, Diverse Economy* by fostering economic vitality by encouraging timely public improvement projects with appropriate cost recoveries.

Respectfully submitted,

Donald M. Tripp
City Manager

Attachment – Resolution

RESOLUTION

RESOLUTION NO. **14**

INTRODUCED BY COUNCILLORS

SERIES OF 2016

**A RESOLUTION
ESTABLISHING THE 2016 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 2016 calendar year interest rate for any non-City funded public improvement recovery contract shall be 5.5 percent and the 2016 calendar year interest rate for City-funded public improvements shall be 3.57 percent.

PASSED AND ADOPTED this _____ day of _____, 2016.

Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

City Clerk

By: _____
Office of the City Attorney



Agenda Item 10 F

Agenda Memorandum

City Council Meeting
March 14, 2016



SUBJECT: Proposed 2016 Amended Pay Plan

Prepared By: Barbara Opie, Assistant City Manager
Debbie Mitchell, Director of General Services
Dee Martin, Human Resources Manager, Workforce

Recommended City Council Action

Adopt Resolution No.15 amending the 2016 Pay Plan previously approved by City Council, adding 1.75 full time equivalent (FTE) positions in Community Development and 1.0 FTE in the City Manager’s Office as well as reclassifying 4.0 FTE positions in City Manager’s Office.

Summary Statement

- A 2016 Amended Pay Plan was adopted in October 2015 adding 19.05 new full time equivalent (FTE) to meet City Council’s strategic plan objectives and service level expectations.
- In January 2016, Staff identified the need to add additional high-level staffing resources to address regional transportation planning and a reorganization in City Manager’s Office. Staff recommends the following 2016 Pay Plan changes and revisions.
- A new 1.0 FTE Senior Transportation and Mobility Planner in Community Development. The position will report to the City Engineer and will coordinate regional and local transportation planning.
- Add an additional 0.75 FTE Senior Engineer position to maintain the current level of Development Review work and meet the increased demands of recent federal mandates for inspection and reporting on storm water detention ponds.
- Add a new 1.0 FTE Executive Assistant to support the second Deputy City Manager allowing both Deputy City Managers a dedicated administrative staff member to assist with executive level leadership to Council, Staff and citizens.
- Reclassify the 1.0 FTE currently authorized Executive Assistant to the City Manager in the authorized 2016 Pay Plan to Special Assistant to the City Manager with an upgrade from E6 to E7. The reclassification allows optimal professional support of the City Manager.
- Reclassify the Senior Management Analyst (E8) currently in City Manager’s Office to Policy and Budget Analyst (E10) to enhance the support of the citywide budget process, legislative issues, and other policy support.
- Retitle Assistant City Manager to Policy and Budget Manager. This position will remain in the City Manager’s Office and will report to one of the Deputy City Managers.
- Retitle the position of Assistant to the City Manager to Policy and Budget Analyst.
- Staff recommends funding these changes to 4.0 existing FTE as well as the request for 2.75 FTE new positions through an appropriation of 2015 carryover funds later this year. Adequate funding is available for this expense.
- Changes to staffing levels and/or classifications require an amendment to the Adopted 2016 Pay Plan. Staff is proposing a resolution that will formally adopt the proposed changes. The proposed added FTE will bring the amended 2016 Pay Plan to 963.441 authorized FTE.

Expenditure Required: \$175,446

Source of Funds: 2015 General Fund carryover

Policy Issue

Does City Council concur with the proposed additional of 2.75 FTE plus classification and organizational structure changes in the City Manager's Office and Community Development Departments as outlined?

Alternatives

- 1) Do nothing and keep staffing at the current level. Based on numerous discussions with the City Council relating to strategic planning priorities; this is not recommended. Without the additional staff, it would be very difficult to finish the workload priorities set by City Council and as outlined by Staff.
- 2) Re-evaluate which staff are added in the request by City Manager's Office and Community Development Departments. This alternative could involve reallocating funds relative to which services can be achieved and "reprioritizing" various services. This is effectively an opportunity cost discussion about priorities for the City. This alternative is not recommended because Staff believes the proposal aligns with the City Council's Strategic Plan and is the most efficient and least costly in terms of new FTE. If Council were to choose to reevaluate; additional research would likely be necessary and brought back to the Council.
- 3) Do not approve the addition of staff to the City Manager's Office and Community Development as proposed. Staff does not recommend this since executive leadership and regional transportation are key elements of the City's strategic priorities. The amount of work involved exceeds current staff capacity and is in critical need of additional support.

Background Information

Transportation Planning: Since approximately 1997, Westminster has been actively involved in a number of north area regional transportation planning projects. These efforts began with the Major Investment Study for the US 36 Corridor and expanded over the next 19 years to include the Environmental Impact Study, a variety of Federal and State funding opportunities, and the actual construction document preparation for the recently installed managed lanes and related improvements to the highway. Elected officials and Staff have represented the City in many negotiations and planning sessions in an effort to deliver commuter rail service along the Burlington Northern/Santa Fe rail line to Westminster residents. The announcement from the Regional Transportation District (RTD) that the Eagle P3 Project would include service from Denver Union Station to an end-of-the-line station in south Westminster significantly increased the volume of work.

The City's involvement continues as the US 36 Mayors' & Commissioners' Coalition (MCC) continues to lobby for numerous additional transit improvements throughout the northern and northwestern reaches of the Denver-metropolitan region. The City of Westminster holds membership in all of the regional transportation coalitions. For example, the North Area Transportation Alliance (NATA) is a coalition of jurisdictions centered generally between the I-25 and I-76 Corridors and it has been very active in the pursuit of high occupancy lane extensions along I-25 to the north of US 36. In addition, the Jefferson County Transportation Advisory & Advocacy Group (JEFFTAAG) stays abreast of funding opportunities that might be used for a corridor of mutual interest such as Wadsworth Parkway/Boulevard.

Over the past 19 years, the commitment and dedication of City Council and Staff to regional transportation has been enormous. The City Engineer's office has provided technical support to the City Council while the time-consuming tasks of policy advisory, lobbying at the State and Federal levels, and negotiation with fellow jurisdictions has fallen to executive leadership with the City.

Details of the new positions requested of City Council for Community Development at this time are as follows:

1.0 FTE Senior Transportation and Mobility Planner (E13)

This position will be in the Engineering Division of Community Development. This position will be responsible for the long-range planning and budget preparations of major transportation improvements in the City including but not limited to roadways, interchanges, trails, sidewalks, bikeways, commuter rail and other transit improvements. This position will also perform research and network with colleagues to stay informed on transportation funding opportunities, new project proposals and pending or current legislation that could be applicable to the City. The Senior Transportation and Mobility Planner will represent the City on a variety of regional transportation planning efforts and will serve as an advisor to elected officials and/or other City Staff. This position will report to the City Engineer and supervise a 1.0 FTE Senior Engineer, who will assist with regional and local transportation planning and engineering goals.

0.75 FTE Senior Engineer (E11)

A currently authorized 1.0 FTE Senior Engineer in the Engineering Division will be re-assigned from development review duties to transportation-related duties to assist the Senior Transportation and Mobility Planner with the implementation of the City's regional and local transportation planning and engineering goals. This resource re-allocation coupled with the expiration in August 2016, of a temporary 0.5 FTE Development Review position in the Engineering Division will result in a significant reduction in staff resources available to perform development review activities. The experienced individual currently filling that temporary role at 0.5 FTE will no longer be able to stay with the organization after August due to regulations restricting such temporary employment beyond three consecutive years. Staff proposes to make the 0.5 FTE Senior Engineer a permanent position and add 0.25 FTE to make a total new 0.75 FTE Senior Engineer. This conversion to permanent FTE and increase in hours will fill the void in development review coverage created by the loss of the temporary position and the re-assignment of duties of another Engineer to transportation functions. The addition of the 0.75 Senior Engineer will also meet the increased demands upon the Engineering Division Staff with respect to federal mandates pertaining to the inspection and reporting of the effectiveness of existing storm water detention ponds located throughout the City.

City Manager's Office Re-organization: In April 2016, City Manager's Office will re-organize to optimize executive-level support with a two Deputy City Manager structure. In this structure, the departments report to one of the two Deputy City Managers who then report to the City Manager. This organizational restructure will optimize executive leadership and support to department leadership in response to the increased volume and complexity of City work and projects, such as the Downtown Westminster redevelopment project. With this reorganization, Staff is recommending classification, title and grade adjustments to 4.0 existing FTE. To provide the additional administrative support needed in the City Manager's Office, it is recommended to reclassify the 1.0 FTE currently authorized Executive Assistant to the City Manager in the authorized 2016 Pay Plan to Special Assistant to the City Manager with an upgrade from E6 to E7. The reclassification allows optimal professional support of the City Manager in his work supporting City Council and the organization. Another element of the City Manager's Office restructure is to enhance the support of the citywide budget process and support of various citywide initiatives, research, and policy projects by reclassifying and upgrading the Senior Management Analyst (E8) currently in City Manager's Office to Policy and Budget Analyst (E10). Staff is also recommending a title change of the Assistant City Manager to Policy and Budget Manager to better reflect the operation. This position will remain in the City Manager's Office and report to one of the Deputy City Managers. Staff is requesting to retitle the position of Assistant to the City Manager to Policy and Budget Analyst with no change to grade. If approved in the mid-year changes, both Budget and Policy Analysts will work with the Policy and Budget Manager to support the City at an organization-wide level in both policy work and budget development.

In addition to recommended changes to existing personnel in the City Manager's Office, Staff is also proposing the addition of a new 1.0 FTE Executive Assistant to support the second Deputy City Manager. This allows both Deputy City Manager's a dedicated administrative staff member with added capacity to assist with executive level leadership to Council, citizens and staff. This position provides executive-level support to the second Deputy City Manager, which mirrors the work of the existing 1.0 FTE Executive Assistant currently supporting the work of one of the Deputy City Managers. This position also helps coordinate work within the City Manager's Office as well as closely interacting with the Executive Assistant to the City Manager (proposed to reclassify to Special Assistant to the City Manager) and the other Executive Assistants within the office that currently support the Community and Outreach Division, the Assistant City Manager (proposed retitle to Policy and Budget Manager) and the policy/budget team, as well as administrative support to City Council and to all departments.

In summary, the proposed changes to the Adopted 2016 Pay Plan include the proposed reclassification of 4.0 current staff, adds 1.0 new FTE to the City Manager's Office, and 1.75 new FTE to the Community Development Department. These recommendations increase the 2016 amended FTE Staffing allocation from 960.691 FTE to 963.441. A proposed resolution to amend the Adopted 2016 Pay Plan to add the new staff and reflect the reclassifications as outlined is attached for City Council's consideration. The cost of the proposed mid-year changes are proposed to be covered using 2015 carryover funds. An ordinance to amend the Adopted 2016 General Fund Budget by adding 2015 carry over funds will be submitted by Staff later this year. These changes are proposed to become effective April 4, 2016, with the implementation of the two Deputy City Manager/Department restructuring implementation.

These Pay Plan recommendations support Council's Strategic Plan goal of "Excellence in City Services" as an important facet of providing quality service by having an appropriate leadership structure in the City Manager's Office along with the right number of quality staff working in appropriate positions to meet City goals and objectives and achieving its high standards of City service delivery.

Respectfully submitted,

Donald M. Tripp
City Manager

Attachment: Resolution Amending the 2016 Pay Plan

RESOLUTION

RESOLUTION NO. **15**

INTRODUCED BY COUNCILLORS

SERIES OF 2016

A RESOLUTION AMENDING THE 2016 PAY PLAN

WHEREAS, Section 1-24-2 of the Westminster Municipal Code provides that the City Council, upon recommendation of the City Manager, shall by resolution establish the staffing allocation of the City through the Full Time Equivalent (FTE) Staffing Summary in the Pay Plan which provides an outline of all allocated FTE in the municipal service; and

WHEREAS, City Council previously approved the 2016 Pay Plan as part of the 2016 City Budget approval process; and

WHEREAS, a number of reclassifications and new Full-Time Equivalents (FTE) are recommended as a result of organizational changes in the City Manager's Office and Community Development Department; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WESTMINSTER that the attached Exhibit A, which represents that portion of the FTE Staffing Summary of the 2016 Pay Plan recommended for revision, is hereby adopted and approved and shall be put into effect on April 4, 2016.

PASSED AND ADOPTED this 14th day of March.

ATTEST:

Mayor

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney's Office

EXHIBIT A



W E S T M I N S T E R

**2016
Mid-Year
Proposed
Pay Plan Changes**

**City of Westminster
Department of General Services
Human Resources Division**

**4800 West 92nd Avenue
Westminster, CO 80031**

**Phone: (303) 658-2150
Fax: (303) 706-3924**

Website: www.cityofwestminster.us

**City of Westminster
2016 Mid-Year
Proposed Full-time Equivalent Staffing Summary Changes**

EXHIBIT A

| Business Unit | Position Title | 2016 Authorized | 2016 Mid- Year Proposed |
|---|--|--------------------|-------------------------------|
| General Fund | | | |
| City Manager's Office | | | |
| 10005050 | City Manager's Office Section | | |
| | City Manager | 1.000 | 1.000 |
| | Deputy City Manager | 2.000 | 2.000 |
| | Executive Assistant | 3.000 | 4.000 |
| | <i>Executive Assistant to the City Manager</i> | 1.000 | 0.000 |
| | Special Assistant to the City Manager | 0.000 | 1.000 |
| | Management Analyst | 1.000 | 1.000 |
| | Senior Projects Engineer | 2.000 | 2.000 |
| | City Manager's Office Section Total | 10.000 | 10.000 |
| 10005080 | Management and Budget Division | | |
| | <i>Assistant City Manager</i> | 1.000 | 0.000 |
| | Policy and Budget Manager | 0.000 | 1.000 |
| | <i>Assistant to the City Manager</i> | 1.000 | 0.000 |
| | Policy and Budget Analyst | 0.000 | 2.000 |
| | <i>Senior Management Analyst</i> | 1.000 | 0.000 |
| | Management and Budget Division Total | 3.000 | 3.000 |
| WURP Fund | | | |
| City Manager's Office | | | |
| Economic Development Division | | | |
| 80968005952 | Economic Development Division Section | | |
| | Executive Assistant | 0.500 | 0.500 |
| | Economic Development Division Total | 0.500 | 0.500 |
| Community Development Department | | | |
| 10030380 | Engineering Division | | |
| | Administrative Assistant | 0.500 | 0.500 |
| | Assistant City Engineer | 1.000 | 1.000 |
| | Capital Projects Inspector | 1.000 | 1.000 |
| | City Engineer | 1.000 | 1.000 |
| | Construction Inspector | 1.000 | 1.000 |
| | Engineer/Senior Engineer | 3.500 | 4.250 |
| | Engineering Projects Specialist | 1.000 | 1.000 |
| | GIS Coordinator | 1.000 | 1.000 |
| | GIS Specialist | 1.000 | 1.000 |
| | Senior Projects Engineer | 1.000 | 1.000 |
| | Senior Transportation and Mobility Planner | 0.000 | 1.000 |
| | Traffic Technician | 1.000 | 1.000 |
| | Transportation Systems Coordinator | 1.000 | 1.000 |
| | Engineering Division Total | 14.000 | 15.750 |
| Grand Total | | 960.691 | 963.441 |

**City of Westminster
2016 Mid-Year Proposed Exempt Position Titles**

EXHIBIT A

| Grade | Position | Class Code |
|---------------|---------------------------------------|-------------------|
| A1 | Accounting Manager | 3102 |
| A2 | Assistant City Manager | 7141 |
| A2 | Chief Building Official | 3401 |
| A2 | City Clerk | 2303 |
| A5 | City Engineer | 3301 |
| A1 | Communication and Outreach Manager | 7145 |
| A7 | Community Development Director | 2308 |
| A2 | Court Administrator | 4401 |
| A4 | Deputy Chief/Administration | 6102 |
| A4 | Deputy Chief/Operations | 6130 |
| A5 | Deputy City Attorney | 3517 |
| A8 | Deputy City Manager | 2313 |
| A5 | Deputy Police Chief | 6225 |
| A5 | Economic Development Manager | 7104 |
| A4 | Facilities CIP and Operations Manager | 5116 |
| A7 | Finance Director | 2304 |
| A7 | Fire Chief | 6101 |
| A1 | Fleet Manager | 5201 |
| A7 | General Services Director | 2314 |
| A1 | Human Resources Manager/Benefits | 3721 |
| A1 | Human Resources Manager/Risk | 7151 |
| A1 | Human Resources Manager/Workforce | 3722 |
| A3 | Information Systems Manager | 4317 |
| A7 | Information Technology Director | 2310 |

**City of Westminster
2016 Mid-Year Proposed Exempt Position Titles**

EXHIBIT A

| | | |
|-----------|--|-------------|
| A2 | Library Services Manager | 3601 |
| A2 | Open Space Manager | 5333 |
| A3 | PR&L Operations Manager | 3934 |
| A2 | Park Services Manager | 3901 |
| A7 | Parks, Recreation and Libraries Director | 2307 |
| A5 | Planning Manager | 3801 |
| A7 | Police Chief | 6201 |
| A2 | Policy and Budget Manager | 7160 |
| A7 | Public Works and Utilities Director | 2306 |
| A2 | Recreation Services Manager | 3924 |
| A1 | Sales Tax Manager | 3101 |
| A3 | Software Engineering Manager | 4318 |
| A2 | Street Operations Manager | 5501 |
| A1 | Treasury Manager | 3103 |
| A5 | Utilities Operations Manager | 5601 |
| A5 | Utilities Planning and Engineering Manager | 3358 |

**City of Westminster
2016 Mid-Year Proposed Exempt Position Titles**

EXHIBIT A

| Grade | Position | Class Code |
|--------------|--|-------------------|
| E7 | Accountant | 3107 |
| E8 | Assistant City Attorney I | 3502 |
| E13 | Assistant City Attorney II | 3501 |
| E14 | Assistant City Engineer | 3303 |
| E5 | Assistant Golf Professional | 3912 |
| E9 | Assistant Prosecuting Attorney | 3515 |
| E10 | Assistant to the City Manager | 7107 |
| E14 | Associate Judge | 2202 |
| E6 | Associate Planner | 3818 |
| E12 | Battalion Chief | 6129 |
| E10 | Business Operations Coordinator | 7148 |
| E6 | Communication and Outreach Coordinator | 7149 |
| E9 | Contract Coordinator | 7150 |
| E10 | Control Systems Engineer | 3348 |
| E5 | Court Financial Supervisor | 4420 |
| E6 | Crime Analyst | 6233 |
| E6 | Deputy Court Administrator | 4403 |
| E9 | Economic Development Coordinator | 7155 |
| E11 | Economic Development Officer | 7140 |
| E7 | Economic Development Specialist | 7115 |
| E10 | Emergency Management Coordinator | 6116 |
| E8 | Employee Development Coordinator | 7146 |
| E12 | EMS Chief | 6140 |
| E11 | Energy and Facilities Projects Coordinator | 5114 |

**City of Westminster
2016 Mid-Year Proposed Exempt Position Titles**

EXHIBIT A

| Grade | Position | Class Code |
|--------------|--|-------------------|
| E8 | Engineer | 3342 |
| E7 | Environmental Health and Safety Analyst | 7152 |
| E8 | ERP Business Analyst | 3723 |
| E11 | ERP Software Engineer | 3223 |
| E4 | Executive Assistant | 4604 |
| E6 | Executive Assistant to the City Manager | 4605 |
| E9 | Facilities Supervisor | 5115 |
| E7 | Financial Analyst | 3109 |
| E10 | Fire Captain | 6125 |
| E12 | Fire Marshal | 6124 |
| E10 | Fire Training Coordinator | 6126 |
| E11 | GIS Coordinator | 3347 |
| E8 | Golf Course Superintendent | 3909 |
| E8 | Golf Professional | 3911 |
| E6 | Human Resources Analyst | 3703 |
| E6 | Human Resources Analyst/Recruitment | 3714 |
| E11 | Information/Records Management Coordinator | 4419 |
| E10 | Internet Software Engineer | 3202 |
| E12 | IT Systems Supervisor | 3225 |
| E14 | Judge Pro Tem | 2203 |
| E8 | Lake Operations Coordinator | 5302 |
| E5 | Landscape Architect I | 5329 |
| E7 | Landscape Architect II | 5328 |
| E11 | Lead Prosecuting Attorney | 3513 |

**City of Westminster
2016 Mid-Year Proposed Exempt Position Titles**

EXHIBIT A

| Grade | Position | Class Code |
|--------------|---------------------------------|-------------------|
| E12 | Lead Software Engineer | 3201 |
| E3 | Legal Assistant | 3519 |
| E5 | Legal Coordinator | 3518 |
| E5 | Librarian I | 3603 |
| E6 | Librarian II | 3602 |
| E6 | Library Network Specialist | 4314 |
| E7 | Library Services Coordinator | 3615 |
| E6 | Library Supervisor | 3604 |
| E6 | Management Analyst | 7130 |
| E2 | Management Intern II | 7119 |
| E11 | Network Engineer | 3228 |
| E4 | Open Space Specialist | 7157 |
| E9 | Open Space Superintendent | 7156 |
| E6 | Open Space Supervisor | 7158 |
| E4 | Open Space Volunteer Specialist | 7159 |
| E11 | Parks and Golf Superintendent | 3936 |
| E8 | Parks Superintendent | 5332 |
| E8 | Pavement Management Coordinator | 5523 |
| E7 | Planner | 3819 |
| E12 | Plant Superintendent | 3340 |
| E13 | Police Commander | 6228 |
| E10 | Policy and Budget Analyst | 7161 |
| E5 | PR&L Marketing Analyst | 7153 |
| E8 | PR&L Marketing Supervisor | 7154 |

**City of Westminster
2016 Mid-Year Proposed Exempt Position Titles**

EXHIBIT A

| Grade | Position | Class Code |
|--------------|--|-------------------|
| E11 | Principal Planner | 3816 |
| E6 | Probation Supervisor | 3504 |
| E7 | Program Planner | 3821 |
| E7 | Project Specialist | 3359 |
| E5 | Public Information Specialist | 7109 |
| E12 | Public Safety Communications Administrator | 4105 |
| E7 | Purchasing Officer | 7132 |
| E6 | Reclaimed System Analyst | 3350 |
| E11 | Recreation Facilities Superintendent | 3931 |
| E10 | Recreation Programs Superintendent | 3929 |
| E4 | Recreation Specialist | 3908 |
| E8 | Recreation Supervisor | 3928 |
| E9 | Recreation Supervisor II | 3935 |
| E8 | Retirement Administrator | 3116 |
| E5 | Revenue Agent | 3111 |
| E7 | Risk/Claims Analyst | 3717 |
| E7 | Sales Tax Audit Supervisor | 3112 |
| E6 | Sales Tax Auditor | 3108 |
| E11 | Senior Engineer | 3345 |
| E8 | Senior Financial Analyst | 3115 |
| E8 | Senior Human Resources Analyst | 3710 |
| E8 | Senior Management Analyst | 7131 |
| E9 | Senior Planner | 3820 |
| E10 | Senior Projects Coordinator | 3806 |

**City of Westminster
2016 Mid-Year Proposed Exempt Position Titles**

EXHIBIT A

| Grade | Position | Class Code |
|--------------|--|-------------------|
| E14 | Senior Projects Engineer | 3328 |
| E12 | Senior Telecommunications Administrator | 7122 |
| E13 | Senior Transportation and Mobility Planner | 3822 |
| E10 | Senior Urban Designer | 3817 |
| E8 | Software Engineer I | 3204 |
| E10 | Software Engineer II | 3203 |
| E7 | Special Assistant to the City Manager | 4606 |
| E9 | Systems Administrator | 3224 |
| E8 | Technical Services Coordinator | 6227 |
| E7 | Transportation Systems Coordinator | 3315 |
| E7 | Utility Billing Supervisor | 3114 |
| E6 | Victim Services Coordinator | 3503 |
| E4 | Volunteer Coordinator | 7112 |
| E10 | Wastewater Superintendent | 3361 |
| E10 | Water Superintendent | 5620 |
| E11 | Water Quality Administrator | 3339 |
| E8 | Water Quality Specialist | 3336 |
| E8 | Water Resources Analyst | 3317 |
| E12 | Water Resources Engineering Coordinator | 3351 |
| E8 | Wellness Program Coordinator | 3720 |