



## 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 5) 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 (March 28, 2016)
4. Presentations
  - A. Denver Business Journal Healthiest Employer's 2016 Award
  - B. Arbor Day/Tree City USA Proclamation
  - C. Earth Day Celebration Proclamation
  - D. National Volunteer Week Proclamation
  - E. Parkinson's Awareness 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. Light Duty Vehicle Purchase
  - B. 2016 Library Materials Purchases Over \$75,000
  - C. Railroad Crossing Surface Installation Agreement
  - D. Possession and Use Agreements for North I-25 Express Lanes Project
  - E. Special Legal Counsel Services for Telecommunications Ordinance Revisions
  - F. First Amended IGA with UDFCD and Broomfield for City Park Channel Design and Construction
  - G. Shoenberg Farms Milk House Rehabilitation Contract
  - H. 2016 Concrete Replacement Project Phase 2
  - I. 2016 Asphalt Pavement Rehabilitation Project
  - J. 2016 Asphalt Pavement Crack Seal Project Contract Change Order
  - K. Pressure Zone 3 Expansion Bid Package 2: Sunset Ridge Tank Demolition Contracts
  - L. 72<sup>nd</sup> Avenue/Raleigh Street Bridge Replacement – Construction Engineering Services Contract Amendment
  - M. Westminster Station, Phase One Infrastructure Project – Construction Engineering Services Contract Contingency
  - N. Second Reading of Councillor's Bill No. 10 Amending the Shoenberg Farms Comprehensive Plan
  - O. Second Reading of Councillor's Bill No. 11 Appropriating Federal Grant Funds for the Little Dry Creek Trail
  - P. Second Reading of Councillor's Bill No. 12 re 2015 4<sup>th</sup> Quarter Budget Supplemental Appropriation
9. Appointments and Resignations
10. Public Hearings and Other New Business
  - A. Cooperation Agreement with the Westminster Housing Authority and the South Westminster Arts Group
  - B. Councillor's Bill No. 13 re Lease Agreement with South Westminster Arts Group for 7287 Lowell Blvd
  - C. Councillors' Bill No. 14 re Appropriation for Little Dry Creek Park Acquisition and Demolition Project
  - D. Resolution No. 17 re Jefferson County Federal Lands Access Program Grant Request Support and Commitment
11. Old Business and Passage of Ordinances on Second Reading
  - A. Resolution No. 16 re City Special Election and Firefighter Collective Bargaining Ballot Question (Tabled 3-28-16)

## **12. Miscellaneous Business and Executive Session**

- A. City Council
- B. Executive Session:
  - 1. Discuss the opinion of the City Attorney's Office regarding proposed ballot language concerning collective bargaining, as authorized by WMC 1-11-3(C)(8) and CRS 24-6-402(4)(b).
  - 2. Discussion of strategy and progress on negotiations related to the Downtown Westminster Redevelopment and the possible sale, trade or exchange of property interests and provide instructions to the Authority's negotiators as authorized by WMC 1-11-3(C)(4) and (7) CRS 24-6-402 (4)(a) and (e)(I).

## **13. Adjournment**

### **WESTMINSTER HOUSING AUTHORITY (Separate Agenda)**

**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](tel:303-658-2161)/TTY 711 or [State Relay](mailto:mparker@cityofwestminster.us) or write to [mparker@cityofwestminster.us](mailto:mparker@cityofwestminster.us) to make a reasonable accommodation request.

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### **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, MARCH 28, 2016 AT 7:00 P.M.

PLEDGE OF ALLEGIANCE

Leading the Council, Staff, and audience in the Pledge of Allegiance were members of Cub Scout Pack 500, Den 2 from Jefferson Academy.

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 March 14, 2016 as presented.

PRESENTATIONS

Councillors Shannon Bird, Maria De Cambra and Mayor Pro Tem Alberto Garcia recognized the youths present that were selected for local recognition of the Adams County Mayors' and Commissioners' Youth Award and presented certificates of achievement to: Matthew De Loa, Taylor Lewis, and Danny Pergola.

Mayor Atchison presented 25-year service certificates, pins, and checks to Karen Tekavec and Derik Minard. Councillor Baker presented 20-year service certificates and pins to Robert Walls and Jill Wyss. Councillor Seitz presented the 35-year service certificate and pin to Ralph Dopheide. Councillor Bird presented the 40-year Service Certificate and pin to Gene Boespflug.

CITIZEN COMMUNICATION

Americus Kalmar lauded the City and Council for honoring employees' work. People who get up at 7:00 am, day after day, are heroes. He also urged City Council to carefully consider citizens' choice regarding garbage collection, and hoped for full transparency and detailed bills should the City take over the service. He also commented that he admired how the Council handled discourteous speakers, and respected their freedom of speech.

CITY MANAGER'S REPORT

Mr. Tripp stated that there would be no post meeting agenda. He recognized the employee service award winners, and praised their commitment to the culture and values of the City. He also applauded the heroes in our community and on Staff, who took on the blizzard last week. He specifically commended Dave Cantu and his snow plowing team, Public Safety, Parks, Recreation & Libraries, General Services, and all City Staff, teams, and crews who kept citizens safe.

COUNCIL REPORTS

Mayor Pro Tem Garcia gave kudos to City Staff who worked in treacherous conditions during the blizzard, and did a truly spectacular job. He expressed incredible pride for City Staff for keeping our roads and streets safe. He also mentioned an event last Saturday at Kokopelli Beer Company that benefitted a Westminster officer who has a rare cancer and is dealing with serious medical bills. He thanked everyone who organized the event and pulled together for an officer in need, and noted that citizens can still donate to help the officer defray his medical expenses.



Councillor Seitz reminded everyone that on Wednesday night at the Rock Bottom, at the Orchard, there will be a red chili cook-off. She noted that it is a great opportunity to support our first responders and encouraged everyone to attend.

Councillor Bird said that March is National Multiple Sclerosis Awareness Month. She stated that right in our own backyard, the Rocky Mountain MS Center is doing great work, serving about 64 patients per day and providing care and support. She said that their fundraising efforts result in locally realized benefits from those dollars.

### CONSENT AGENDA

The following items were presented on the consent agenda for City Council's action: accept the Financial Report for February 2016; authorize the City Manager to execute a contract with Summit Construction Specialties Inc., in the amount of \$113,082 as part of the total rehabilitation of the Shoenberg Farm Milk House project and authorize a construction contingency in the amount of \$11,308 for a total authorized expenditure of \$124,390; authorize City Staff to submit a project application to the United States Department of Transportation for a 2016 "Transportation Investment Generating Economic Recovery" grant to fund the design and construction of underpasses of Sheridan Boulevard and Church Ranch Boulevard that would provide grade-separated crossings of these arterial streets for users of the US 36 Bikeway; authorize the City Manager to execute a contract with the low bidder, Blackeagle Energy Services, LLC, in the amount of \$939,737 for construction services related to the SCADA Equipment and Fiber Optic Network Installation, plus a contingency amount of \$93,974 for a total authorized expenditure of \$1,033,711; authorize the City Manager to execute a contract with the low bidder, Layne Inliner, LLC, in the amount of \$815,860 to complete repairs to the wastewater collection system at 88<sup>th</sup> Avenue and 70<sup>th</sup> Avenue plus a contingency of \$81,586 for a total authorized expenditure of \$897,446, and authorize an amendment to the engineering contract with HDR Engineering, Inc. to provide services during construction in the amount of \$87,338 plus a contingency of \$8,734 for a total authorized expenditure of \$96,072, bringing the total authorized expenditure for work on the Little Dry Creek Interceptor with this firm from the previously approved amount of \$2,884,351 to \$2,980,423; authorize the City Manager to execute a contract for the 216 Striping and Pavement Marking Project with options for two additional one-year renewals (2017 and 2018) for Citywide lane line striping and pavement markings to the low bidder, RoadSafe Traffic Systems, Inc. in the amount of \$281,291 and authorize a 5% contingency of \$14,065 for a total authorized expenditure of \$295,356 in 2016; determine that the public interest will best be served by awarding a contract to Cutler Repaving Inc. as the sole source contractor for the City's Hot-In-Place Recycling and Repaving Project, and authorize the City Manager to execute a contract for 2016 with options for two additional one-year renewals (2017 and 2018) in the amount of \$572,824, and authorize a 5% contingency of \$28,641, for a total project budget of \$601,465 in 2016; authorize the City Manager to extend the current Parks, Recreation and Libraries electrical services contract with the low bidder, Kelly Electrical Services Inc. for two additional years, through 2017, with the not exceeding \$80,000 a year; authorize the City Manager to purchase a two year Workers' Compensation Excess Insurance policy from Midwest Employers Casualty Company at \$94,803 per year; pass Councillor's Bill No. 6 on second reading, appropriating \$670,200 from the Utility Fund Capital Project Reserve Fund for the Water Supply Development project for the purpose of acquiring additional water supply; pass Councillor's Bill No 7 on second reading amending W.M.C 13-1-3(Q) to comply with current state law; pass Councillor Bill No. 8 on second 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 in substantially the same form as presented; and pass Councillor's Bill No. 9 on second reading, authorizing the City Manager to execute the First Amendment to the IGA with RTD, in substantially the same form as presented, related to the City's Local Agency Contribution for the FasTracks Northwest Rail Electrified Segment.

Upon a motion by Councillor Baker, seconded by Councillor Pinter, all items on the consent agenda were approved unanimously by Council.

PUBLIC HEARING RE THE SHOENBERG FARMS COMMERCIAL PUD, PDP, AND ODP

At 7:50 p.m., Mayor Atchison opened a public hearing to consider the Shoenberg Farms Commercial Planned Unit Development (PUD), and amendments to the Westminster Comprehensive Plan (CP), Shoenberg Farms Preliminary Development Plan (PDP), and Shoenberg Farms Official Development Plan (ODP).

Patrick Caldwell, Community Development Senior Planner, entered the agenda memorandum and attachments into the public record, noting that all provisions for legal notification of this public hearing, as dictated by the Westminster Municipal Code, had been fulfilled. Mr. Caldwell provided background information on the Shoenberg Farms development project.

Elizabeth Johnson, representing AJ Architecture, and Alan Feinstein, representing the Jefferson County Housing Authority were present to answer questions from Council and the audience.

Maria Ostrom, had questions for the applicant regarding the ownership of the development, the definitions of senior housing and affordability, and specific rules for occupancy for tenants and their family members or care givers who were not seniors.

Barbara Grooter had a question for the applicant regarding parking.

No others wished to speak. Responding to questions from Council, the applicant's representatives outlined the rules for minors and adult grandchildren living with residents.

There were no further questions from Council. The Mayor closed the public hearing at 8:16 p.m.

COUNCILLOR'S BILL NO. 10 AMENDING THE WESTMINSTER COMPREHENSIVE PLAN

Upon a motion by Councillor Seitz, seconded by Councillor De Cambra, Council voted unanimously at roll call to pass Councillor's Bill No. 10 on first reading, approving a Comprehensive Plan Amendment for the part of the Shoenberg Farms Commercial Planned Unit Development that is platted as Lot 11, 12, 13 and a portion of Lot 14B. This combined parcel is to be referenced as Lot 14C. The CP Amendment in the Shoenberg Farms Commercial PUD changes the designation of Lot 14C from Mixed Use to an R-18 land use designation. The proposed amendment is in compliance with the overall purpose and intent of the Comprehensive Plan.

FIFTH AMENDED SHOENBERG FARMS COMMERCIAL PRELIMINARY DEVELOPMENT PLAN

Councillor Seitz moved, seconded by Councillor De Cambra, to approve the 5<sup>th</sup> Amended Preliminary Development Plan (PDP), based on a finding that the criteria set forth in Section 11-5-14 of the WMC had been met. The motion carried unanimously.

SEVENTEENTH AMENDEND SHOENBERG FARMS COMMERCIAL OFFICIAL DEVELOPMENT PLAN

Councillor Seitz moved, seconded by Councillor De Cambra, to approve the 17<sup>th</sup> Amended Official Development Plan (ODP), based on a finding that the criteria set forth in Section 11-5-15 of the WMC had been met. The motion carried unanimously.

PUBLIC HEARING RE 2016 COMMUNITY DEVELOPMENT BLOCK GRANT ACTION PLAN

At 8:30 p.m., Mayor Atchison opened a public hearing to consider the 2016 Community Development Block Grant Action Plan. No citizens wished to speak, and there were no questions or discussion from Council. The Mayor closed the public hearing at 8:31 p.m.

2016 COMMUNITY DEVELOPMENT BLOCK GRANT ACTION PLAN

Mayor Pro Tem Garcia moved, seconded by Councillor Bird, to approve the allocation of Community Development Block Grant and Home Investment Partnership Act (HOME) funds as set forth in the agenda memorandum presented to Council for the 2016 program year and authorize Staff to submit the 2016 Action plan to the U.S. Department of Housing and Urban Development incorporating such allocations. The motion carried unanimously.

COUNCILLOR’S BILL NO. 11 RE SUPPLEMENTAL APPROPRIATION OF FEDERAL GRANT FUNDS FOR THE LITTLE DRY CREEK TRAIL; FEDERAL BOULEVARD TO LOWELL BOULEVARD PROJECT

Councillor Bird moved, seconded by Councillor Baker, to pass Councillor’s Bill No. 11 on first reading, appropriating grant monies to be received from the Colorado Department of Transportation for the Little Dry Creek Trail, Federal to Lowell project and the contribution to be received from Adams County for the Little Dry Creek Trail, Federal to Lowell project. The motion carried 7:0 at roll call.

COUNCILLOR’S BILL NO. 12 RE 2015 4<sup>th</sup> QUARTER BUDGET SUPPLEMENTAL APPROPRIATION

Councillor Pinter moved, seconded by Mayor Pro Tem Garcia, to pass Councillor’s Bill No. 12 on first reading, providing for a supplemental appropriation of funds to the 2015 budget of the General, Utility Rate Stabilization Reserve (RSR), Storm Drainage, Sales and Use Tax, and General Capital Improvement (GCIF) Funds. The motion passed unanimously at roll call.

RESOLUTION NO. 16 CALLING A CITY SEPCIAL ELECTION AND SETTING A FIREFIGHTER COLLECTIVE BARGAINING BALLOT QUESTION FOR THE NOVEMBER 8, 2016 GENERAL ELECTION

Councillor De Cambra moved, seconded by Councillor Seitz, to table Resolution No. 16 calling a City Special Election and Setting a Firefighter Collective Bargaining Ballot Question for the November 8, 2016, General Election. The motion passed 5:2 at roll call with Mayor Atchison and Councillor Baker voting no.

Councillor Pinter moved, seconded by Mayor Pro Tem Garcia, to amend the previous motion, to remove from the table Resolution No. 16, at the April 11, 2016 meeting. The motion carried unanimously.

ADJOURNMENT

There was no further business to come before the City Council, and hearing no objections, the Mayor adjourned the meeting at 8:36 p.m.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



## Agenda Item 4 A

### Agenda Memorandum

City Council Meeting  
April 11, 2016



**SUBJECT:** Denver Business Journal Healthiest Employer's 2016 Award

**Prepared By:** Debbie Mitchell, Director of General Services  
Lisa Chrisman, Human Resources Manager – Benefits  
Nicki Leo, Wellness Program Coordinator

### Recommended City Council Action

Receive the 2016 Healthiest Employer's Award in recognition of the success that the City of Westminster has achieved in supporting and promoting a culture of wellness.

### Summary Statement

- Pete Casillas, publisher of the Denver Business Journal, is asked to present the 2016 Healthiest Employer's Award that recognizes the success the City of Westminster has achieved in wellness efforts.
- This award was accepted by City Manager Don Tripp during a special recognition/award announcement and presentation at the Denver Business Journal's Healthiest Employer's Luncheon on Thursday, February 18, 2016.
- Deputy City Managers Steve Smithers, Jody Andrews and Barbara Opie, along with the General Services Director Debbie Mitchell, Human Resources Managers Lisa Chrisman and Dee Martin, and Wellness Program Coordinator Nicki Leo were also in attendance at the luncheon to accept the award.

**Expenditure Required:** \$0

**Source of Funds:** N/A

**Policy Issue**

None.

**Alternative**

None.

**Background Information**

The Denver Metro Healthiest Employer's award, sponsored by the Denver Business Journal, recognizes companies that have made a commitment to making wellness a priority for their employees. Now in its sixth year, this prestigious award is given to employers in the small, medium, and large categories. With approximately 960 benefited employees, the City took top honors by placing first in the largest category, competing against organizations that were significantly larger than the City and representing both the private and public sector. This is the second year in a row the City has placed first for this Denver metro wide award.

The Denver Business Journal partners with Healthiest Employer LLC to recognize metro Denver's healthiest companies on an annual basis. The selection process consists of a nomination and invitation to complete a survey that is scored and ranked. After the surveys are completed and ranked, participating organizations are divided into three size categories of either Small (2-99 employees), Medium (100-499 employees), or Large (500+ employees).

The goal of the Healthiest Employer's Awards is to allow for employers of all sizes an opportunity to compare their wellness program with other employers locally and nationally. Wellness programs have evolved over the years and have become increasingly more popular as management recognizes their role in controlling sky-rocketing health care costs and as importantly, their value in helping employees improve overall lifestyle and well-being.

The City was well ahead of this trend when it initiated its Wellness Program in the mid 1980's. With strong leadership support and a desire to create an environment and culture that supports the overall well-being of our employees, the Wellness Program has grown to a comprehensive program that consists of not only traditional wellness initiatives, but also includes a diverse set of programs and benefits that support employees throughout their career at the City. This has resulted in a culture that values employees throughout their employment, and includes not only health and wellness programs, but also our SPIRIT values, employee recognition efforts, development and career growth opportunities and work/life balance.

Human Resources Staff is instrumental in the effort to create and promote a culture of wellness and well-being for all employees and this award represents the hard work and commitment to being an "Employer of Choice."

This recognition confirms Staff's commitment to achieving the City's strategic goal of "Financially Sustainable Government Providing Excellence in City Services," leading a culture of innovation, promoting the organizational culture of SPIRIT, and maintaining programs that support all employees.

Respectfully submitted,

Donald M. Tripp  
City Manager



## Agenda Item 4 B

### Agenda Memorandum

City Council Meeting  
April 11, 2016



**SUBJECT:** Arbor Day/ Tree City USA Proclamation

**Prepared By:** John Kasza, City Forester

### Recommended City Council Action

Present a proclamation to City Forester John Kasza designating April 22, 2016, as Arbor Day in the City of Westminster, and accept the Tree City USA Award as presented by Keith Wood, Community Forestry Program Manager with the Colorado State Forest Service.

### Summary Statement

- Keith Wood, Community Forestry Program Manager with the Colorado State Forest Service and former Westminster City Forester, will present the Tree City USA award to the Mayor and City Council. This will be the 31th consecutive year that the City has received the Tree City USA Award and the City will receive the Tree City USA Growth Award for the 16<sup>th</sup> time.
- Mayor Herb Atchison is requested to present the City's Arbor Day proclamation to City Forester John Kasza.

**Expenditure Required:** \$0

**Source of Funds:** N/A

**Policy Issue**

None.

**Alternative**

None.

**Background Information**

In 1872, J. Sterling Morton, the editor of Nebraska's first newspaper, proposed a tree-planting holiday to be called Arbor Day. Since that time, Arbor Day celebrations have spread to every state in the nation and to many foreign countries.

The Tree City USA Award is sponsored by the National Arbor Day Foundation and recognizes towns and cities across America that meet the standards of the Tree City USA Program. This program is designed to recognize those communities that effectively manage their public tree resources and to encourage the implementation of community tree management based on four Tree City USA Program elements:

1. A Tree Board or Department (The City's board consists of John Kasza, Rod Larsen, and Jason Genck.)
2. A community tree ordinance (Title XIII, Chapter 3)
3. A community forestry program with an annual budget of at least \$2/capita
4. An Arbor Day observance and proclamation

The Tree City USA Growth Award is awarded by the National Arbor Day Foundation to recognize higher levels of tree care by participating Tree City USA communities and highlights innovative programs and projects and increased commitment resources for urban forestry.

The events scheduled for Arbor Day are as follows:

Arbor Day Tree Planting: Friday, April 22, 2016 – Volunteers from Staples Advantage corporate office will celebrate Arbor Day and Earth Day by donating \$1,000 for a Living Legacy tree and five other trees and helping Open Space Division Staff plant a total of eighteen trees at Oakhurst Park.

ReLeaf Westy Tree Sale: Saturday, May 7, 2016 – A new program the Department of Parks, Recreation, and Libraries offered this year is the ReLeaf Westy Tree Sale where residents can buy up to 3 trees per household from a diverse variety of trees that are affordable and small enough for a homeowner to handle. Residents will pick up the trees they purchased at the Municipal Services Center between 8:00 am – 12:00 pm. Supplies are limited; orders are accepted through May 4 by calling (303) 658-2192.

Proclaiming Arbor Day supports the Strategic Plan goal of “Beautiful, Desirable, Safe, and Environmentally Responsible City” by promoting stewardship and enhancement of the City’s natural resources and environmental assets through tree planting, which benefits all generations.

Respectfully submitted,

Donald M. Tripp  
City Manager

Attachment - Proclamation



**WHEREAS**, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day called Arbor Day be set aside for the planting of trees;

**WHEREAS**, The holiday called Arbor Day is now observed throughout the nation and the world;

**WHEREAS**, Trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen, are a source of joy and spiritual renewal, and provide habitat for wildlife;

**WHEREAS**, Trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community; and

**WHEREAS**, Westminster has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree planting ways.

**NOW, THEREFORE, I, Herb Atchison, Mayor of the City of Westminster, Colorado**, on behalf of the entire City Council and Staff, do hereby proclaim Friday, April 22, 2016,

### **ARBOR DAY**

in the City of Westminster, and urge all citizens to support efforts to protect our trees and to support our City's urban forestry program and further urge all citizens to plant trees to gladden the hearts and promote the wellbeing of present and future generations.

Signed this 11th day of April 2016.

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Herb Atchison, Mayor



## Agenda Item 4 C

### Agenda Memorandum

City Council Meeting  
April 11, 2016



**SUBJECT:** Earth Day Celebration Proclamation

**Prepared By:** Rod Larsen, Open Space Division Manager  
Patti Wright, Open Space Supervisor

### Recommended City Council Action

Present a proclamation to Open Space Supervisor Patti Wright proclaiming April 23, 2016, as Westminster's Earth Day Celebration.

### Summary Statement

- Earth Day began in 1970 with twenty million people and is celebrated today by over one billion people world-wide.
- In the past, Westminster included Earth Day with the Arbor Day seedling giveaway. After seeing residents' declining interest in the seedlings, Forestry Staff has focused efforts on ReLeaf Westy to increase tree diversity. Therefore, an opportunity to schedule a stand-alone Earth Day Celebration was presented.
- The Earth Day Celebration will be held on Saturday, April 23, at Westminster Center Park, 4801 W. 92<sup>nd</sup> Avenue, 10 a.m.-2 p.m. This park is ideally located for visibility from well-traveled 92<sup>nd</sup> Avenue. Although Earth Day is Friday, April 22, hosting this event on Saturday ensures participants can include this event in their busy schedules.

**Expenditure Required:** \$1,000

**Source of Funds:** POST Fund – Open Space Operating Funds

**Policy Issue**

None.

**Alternative**

None.

**Background Information**

The idea for a national day to focus on environmental issues came to Senator Gaylord Nelson after the massive oil spill in Santa Barbara, California, in 1969. On April 22, 1970, Senator Nelson proclaimed the date as Earth Day, a grass-roots protest and “teach-in” to address the dangers to the Earth’s environment. This was the age of sit-ins, and Senator Gaylord believed there would be interest in this timely subject. There was an extraordinary response, with 20 million people involved in organized educational outreach, protests, and other events to express their concern about environmental issues.

Today, over one billion people recognize Earth Day all over the world. The interest, concern, and involvement have not faded over the years, but have grown stronger.

Westminster’s Earth Day Celebration features short presentations at the park’s amphitheater, including tree pruning, water conservation, urban wildlife, pollinators, bees and chickens, and more. Booths are set up to provide more information on these subjects, as well as Westminster’s urban development, National Drinking Water Week, trails and open space, golf courses, outdoor/nature programming, Standley Lake, recycling and pollution reduction (Environmental Advisory Board), ReLeaf Westy, and Garden in a Box. Outside agencies such as Xcel Energy, Colorado Parks and Wildlife, Butterfly Pavilion, and North Metro Community Services will also have booths providing environmental information. The program schedule is as follows:

- 10:30 a.m. Butterfly Pavilion Urban Prairie Project
- 11:00 a.m. Talking about Trees
- 11:30 a.m. Water Conservation, Irrigation, and Turf Management
- 12:00 p.m. Wild Edibles
- 12:30 p.m. Birds of Westminster
- 1:00 p.m. Bees and Chickens

Westminster’s commitment to environmental issues, including clean water, clean air, multi-modal transportation, recycling, environmentalism, and sustainability is evident. This Earth Day Celebration will provide individualized information and advice, as well as a celebratory atmosphere to bring the Westminster community together to galvanize the public’s interest in environmental issues and conservation.

As the next urban center of the Front Range, Westminster has the opportunity and responsibility to inform the public about conservation, personal responsibility, recycling, and environmentally-focused programs. The Earth Day Celebration will bring our community together to obtain information and celebrate Westminster’s commitment to the environment.

This event supports City Council’s goal of Vibrant, Inclusive and Engaged Community by bringing together the entire community with the common objective of learning about conservation and environmentally-sound practices. This event also addresses City Council’s goal of maintaining a Beautiful, Desirable, Safe, and Environmentally Responsible City by providing timely, pertinent information on conservation, recycling, and sustainability.

Respectfully submitted,

Donald M. Tripp, City Manager

Attachment - Proclamation

**WHEREAS**, Earth Day is an important date for environmentally-conscious citizens all over the world;

**WHEREAS**, The City of Westminster has proven itself to be dedicated to environmental responsibility and sustainability;

**WHEREAS**, Westminster has planned and organized a celebration to bring information and advice to participants; and

**WHEREAS**, The caring citizens of our community are willing to do their part to learn about the various programs available to them.

**NOW, THEREFORE, I, Herb Atchison, Mayor of the City of Westminster, Colorado**, on behalf of the entire City Council and Staff, do hereby proclaim April 23, 2016,

### **WESTMINSTER'S EARTH DAY CELEBRATION**

in the City of Westminster and call upon all citizens and civic organizations to join together to learn, participate, and celebrate our small corner of the world.

Signed this 11th day of April, 2016.

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Herb Atchison, Mayor



**Agenda Memorandum**

City Council Meeting  
April 11, 2016



**SUBJECT:** National Volunteer Week Proclamation

**Prepared By:** Marina C. Miller, Volunteer Coordinator  
Dee Martin, Human Resources Manager - Workforce

**Recommended City Council Action**

Mayor Herb Atchison to proclaim April 10 through April 16, 2016, as City of Westminster Volunteer Week in celebration of National Volunteer Week and in recognition of the significant contributions of volunteers to the overall success of the City and the quality of life of Westminster citizens.

**Summary Statement**

- The Mayor and City Council are being requested to proclaim April 10 through April 16, 2016, as National Volunteer Week.
- In 2015, the City of Westminster and its citizens benefited from 52,351 volunteer hours, which is the hourly equivalent of over \$1.3 million. Volunteer Westminster places volunteers in a variety of positions citywide such as soccer coaches, victim advocates, probation, library services, golf operations, open space, and streets to name a few.
- The purpose of the proposed proclamation is to recognize the over 1,000 volunteers who comprise Volunteer Westminster.
- Citizens, who represent volunteers in all City departments, have been invited to attend Monday evening's meeting to accept the proclamation on behalf of Volunteer Westminster.

**Expenditure Required:** \$0

**Source of Funds:** N/A

**Policy Issue**

None.

**Alternative**

None.

**Background Information**

National Volunteer Week, April 10 through April 16, honors City of Westminster volunteers who tirelessly share their time and talent with the City. The ability of the City of Westminster to provide quality municipal services is in no small part due to the commitment and dedication of the City's volunteers.

City Council support can challenge and encourage the citizens and businesses to commit to a sustainable volunteer program. National Volunteer Week is about inspiring, recognizing and encouraging citizens to seek ways to engage in their community. It is about meeting society's challenges not as isolated individuals, but as members of a united community.

National Volunteer Week is sponsored by Points of Light. This special week was designated by an executive order of President Richard Nixon in 1974. Every President since has signed a proclamation of support announcing National Volunteer Week as the national week of recognizing volunteerism throughout the United States.

Recognition of the volunteer's contribution to the City addresses Council's Strategic Plan Goals of: Visionary Leadership, Effective Governance and Proactive Regional Collaboration; Vibrant, Inclusive and Engaged Community; Beautiful, Desirable, Safe and Environmentally Responsible City; and Financially Sustainable Government Providing Excellence in City Services by acknowledging that a volunteer program encourages citizen engagement as an integral element of a thriving community.

The attached Proclamation recognizes the contributions of volunteers and their efforts by proclaiming April 10 through April 16, 2016, National Volunteer Week in the City of Westminster.

Respectfully submitted,

Donald M. Tripp  
City Manager

Attachment - Proclamation

**WHEREAS**, the entire community can inspire, equip and mobilize people to take action that changes the world; and

**WHEREAS**, volunteers can connect with local community service opportunities through hundreds of community service organizations; and

**WHEREAS**, individuals and communities are at the center of social change, discovering their power to make a difference; and

**WHEREAS**, during this week all over the nation, service projects will be performed and volunteers recognized for their commitment to service; and

**WHEREAS**, the giving of oneself in service to another empowers the giver and the recipient; and

**WHEREAS**, experience teaches us that government by itself cannot solve all of our nation's social problems; and

**WHEREAS**, our country's volunteer force of more than 63 million is a great treasure; and

**WHEREAS**, volunteers are vital to our future as a caring and productive nation.

**NOW, THEREFORE, I, Herb Atchison, Mayor of the City of Westminster, Colorado**, on behalf of the entire City Council and Staff, do hereby proclaim April 10 through 16, 2016, to be

## **CITY OF WESTMINSTER VOLUNTEER WEEK**

and urge my fellow citizens to volunteer, knowing that by volunteering and recognizing those who serve, we can come together to make a difference.

Signed this 11th of April, 2016.

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Herb Atchison, Mayor





## Agenda Item 4 E

### Agenda Memorandum

City Council Meeting  
April 11, 2016



**SUBJECT:** Parkinson's Awareness Month Proclamation

**Prepared By:** Michelle Parker, City Clerk

### Recommended City Council Action

Mayor Herb Atchison to present Parkinson's Awareness Month Proclamation.

### Summary Statement

- The month of April is recognized world-wide as Parkinson's Awareness Month. Those living with Parkinson's disease, their families, and communities are rallying throughout the month to campaign for awareness and to raise funds for a cure.
- Parkinson's disease is a chronic and progressive neurological disorder that affects nearly one million people in the US and is most commonly associated by primary symptoms of tremors, slowness of movement, rigidity, postural instability, and problems with speech and voice. Approximately 60,000 Americans are diagnosed with Parkinson's each year. Unfortunately, the cause of Parkinson's is unknown, and presently, there is no cure.
- Cheryl Siefert, Executive Director of the Parkinson's Association of the Rockies; Karen Johnson, Sponsor of the Parkinson's support group at Covenant Village of Colorado in Westminster; and Karen Neu, Facilitator of the Parkinson's support group, will be present to accept the Proclamation.

**Expenditure Required:** \$0

**Source of Funds:** N/A

**Policy Issue**

None identified

**Alternative**

None identified

**Background Information**

Covenant Village of Colorado in Westminster started a Parkinson's support group in February 2014 to help foster education, support, encouragement, and socialization to those living with the disease and their care partners. Although it is a relatively new group, it is very active and continues to grow. The group meets once a month and hosts a variety of activities that may include sharing and discussion, exercise, webinars, art classes, or invited speakers. The group is affiliated with the Parkinson's Association of the Rockies.

Since its formation in 1981, the Parkinson's Association of the Rockies has been a valuable resource to the Colorado community, providing direct care services including support groups, in-home case assessment, and an information hotline to individuals living with Parkinson's, their families and care partners, and the general community. A unique organization in the Rocky Mountain region, they are dedicated to providing innovative programs and resources, and to continually expanding services to further reach underserved Parkinson's populations. Their efforts extend to creating awareness, promoting research, and serving as advocates to the communities they serve.

This proclamation supports City Council's Strategic Plan Goal of "Vibrant, Inclusive, and Engaged Community," by raising awareness of an important community health issue and supporting the efforts of organizations that provide care and education.

Respectfully submitted,

Donald M. Tripp  
City Manager

Attachment - Proclamation

**WHEREAS**, Parkinson's disease is a chronic, progressive, neurological disease and is the second most common neurodegenerative disease in the United States;

**WHEREAS**, Parkinson's disease is the 14th leading cause of death in the United States according to the Centers for Disease Control and Prevention;

**WHEREAS**, it is estimated that the economic burden of Parkinson's disease is at least \$14.4 billion annually, including indirect costs to patients and family members of \$6.3 billion;

**WHEREAS**, research suggests the cause of Parkinson's disease is a combination of genetic and environmental factors, but the exact cause and progression of the disease is still unknown;

**WHEREAS**, there is no objective test or biomarker for Parkinson's disease, and there is no cure or drug to slow or halt the progression of the disease;

**WHEREAS**, the symptoms of Parkinson's disease vary from person to person and can include tremors; slowness of movement and rigidity; difficulty with balance, speaking, cognitive impairment and dementia; and mood disorders such as depression and anxiety;

**WHEREAS**, volunteers, researchers, caregivers, and medical professionals are working to improve the quality of life of persons living with Parkinson's disease and their families; and

**WHEREAS**, research, education, and community support services are needed to find more effective treatments and to provide access to quality care to those living with the disease today.

**NOW, THEREFORE, I, HERB ATCHISON**, Mayor of the City of Westminster, Colorado, on behalf of the entire City Council and Staff, do hereby proclaim April 2016 as

**PARKINSON'S DISEASE AWARENESS MONTH**

in the City of Westminster.

Signed this 11<sup>th</sup> day of April, 2016.

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Herb Atchison, Mayor



Agenda Memorandum

City Council Meeting  
April 11, 2016



**SUBJECT:** Light Duty Vehicle Purchase

**Prepared By:** Matthew Booco, Fleet Manager  
Joe Lachermeier, Purchasing Officer  
Robin Beyer, Fleet Specialist

**Recommended City Council Action**

Based on the results of the State of Colorado and Arapahoe County light duty vehicle bids, award the purchase for 23 Chevrolet light duty vehicles as follows:

- Dellenbach Chevrolet in the amount of \$509,843 for 17 Chevrolet light duty vehicles, plus a five percent contingency in the amount of \$25,492 to address any changes that may be required during the final ordering process; this is in addition to the \$52,530 that has already been expended with this vendor in 2016 for vehicle purchases, bringing the total authorized 2016 expenditures for Dellenbach Chevrolet to \$587,865; and
- John Elway Chevrolet in the amount of \$187,309 for six Chevrolet light duty vehicles, plus a five percent contingency in the amount of \$9,365 to address any changes that may be required during the final ordering process, which will bring the total authorized 2016 expenditures for John Elway Chevrolet to \$196,674.

**Summary Statement**

- City Council is requested to approve 23 light duty vehicle purchases based on the State of Colorado and the Arapahoe County light duty vehicle bid results to Dellenbach Chevrolet and John Elway Chevrolet.
- These vehicles were previously approved and are within the amount authorized by City Council in the 2016 budgets as outlined below:
  - General Capital Outlay Replacement Fund (GCORF) – 8 replacement vehicles
  - Parks, Open Space and Trails General Capital Outlay Replacement Fund (POST GCORF) – 4 new vehicles
  - Public Safety Tax General Capital Outlay Replacement Fund (PST GCORF) – 6 replacement vehicles (the \$52,530 previously spent with Dellenbach Chevrolet were for Animal Management and Accident Investigation; the total referenced below includes this amount)
  - Utilities Capital Outlay Replacement Fund (U CORF) – 5 replacement vehicles
- The total includes a 5% contingency request of \$34,857. 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 City Council approval up to the contingency amount.
- The City saves considerable dollars and Staff time by purchasing vehicles through cooperative bid awards such as the State of Colorado and Arapahoe County bid processes when possible.
- Adequate funds are available and were budgeted for this expense.

**Expenditure Required:** Not to Exceed \$784,539

<b>Source of Funds:</b>	\$284,200	General Capital Outlay Replacement Fund
	\$140,229	POST - General Capital Outlay Replacement Fund
	\$196,362	PST - General Capital Outlay Replacement Fund
	\$163,748	Utilities Capital Outlay Replacement Fund

**Policy Issue**

Should the City approve the purchase of 23 light duty vehicles using the State of Colorado and Arapahoe County vehicle bid awards as outlined in this agenda memorandum?

**Alternatives**

1. Reject the State of Colorado and Arapahoe County bid awards and instruct Staff to re-bid these light duty vehicles. This alternative is not recommended because the State of Colorado and Arapahoe County bid awards reflect a lowered price based on the purchasing power of many political subdivisions in Colorado.
2. City Council could choose to not approve the purchase of some or all of the 23 light duty vehicles. This alternative is not recommended because 19 of the vehicles needing to be replaced have reached an age or have a maintenance history that make it impractical to keep them in regular service; or have been identified for replacement due to changing end user needs. The four new vehicle additions support new work previously approved by City Council.

**Background Information**

Vehicle Replacement Process – Fleet Staff utilize many factors to determine the optimal timing for equipment replacement. The City’s Fleet is comprised of over 500 pieces of varied equipment ranging from fire apparatus to equipment trailers. The Fleet Division utilizes the Faster Fleet Management System (Faster) to assist in the management of the City’s fleet. This program tracks each piece of equipment from acquisition through disposal. Every time the equipment is serviced, fueled or has repairs completed, the Faster system captures all details related to these actions. Part of this program is the “Faster 15 Point” vehicle replacement function. This function looks at the equipment’s current age vs. expected life; current meter reading vs. expected meter life; and life-to-date maintenance costs as a percentage of acquisition cost. As the vehicle goes through its lifecycle, points are accrued in each of the areas listed. As the equipment reaches the “15 Point” maximum, it becomes eligible for replacement. This grouping of light duty vehicles is entered into the system with a life expectancy of ten years and a meter expectancy of 100,000 miles. Other factors that may be considered in the replacement discussion are unexpected major repairs that are late in the equipment’s expected life and evolving end user equipment needs to facilitate delivery of services.

Once vehicles are identified for replacement, Fleet Staff, in cooperation with the City’s Purchasing Officer, facilitate the following discussions and processes:

- Initial equipment replacement budget discussion with the City Manager’s Office;
- Meetings with end users regarding equipment needs for optimal service delivery;
- Working with equipment vendors to finalize pricing;
- Identifying the best means for procurement, cooperative bid, request for bids, etc.;
- Final budgeting discussion with the City Manager’s Office;
- Requesting of City Council approval for equipment purchases based on dollar amount;
- Upon City Council approval, the final ordering of the equipment; and
- Receiving of new equipment into the fleet.

2016 Recommended Vendor Award Summary - Light Duty Chevrolet Vehicles – Fleet Staff document the details for each replacement vehicle being purchased. These details are critical and require extensive review because a vehicle ordered using a government award cannot be exchanged. When a cut-off date is issued by the manufacturer for a specific model, vehicles ordered after that date become the next model year; in this case, they would become 2017 models. Missing the cut-off date generally means an increase in cost, a delay receiving the vehicle as current year models are being produced, and requires the City to maintain the old vehicle for a longer period of time. Vendors are currently anticipating cut-off dates for this group of vehicles to be late April 2016. Last year, the cut-off date for light duty vehicles was the fourth week in April.

All approved replacement vehicles identified in the table below have reached a point where it is no longer economically reasonable to maintain or have been identified for replacement based on the other factors discussed above. Please note, the life-to-date vehicle maintenance costs in the table do not include accident repairs or fuel costs. All new-add and replacement vehicles have mounted accessories calculated into the replacement cost, reflected in the following table, which explains slight variances between like models. These vehicles are a critical component to the delivery of various City services.

Department	Old Unit #	Replacement Description	Current Miles	Faster Points	LTD Vehicle Maintenance Cost	New Vehicle Make/Model	Purchase Price	Bidder Awarded
GS: BO&M	1180	2005 Chevrolet 2500	84,050	14.4	\$ 9,796	Chevrolet Silverado 2500HD 2WD Regular Cab Utility Truck	\$ 34,255	John Elway
PWU: Streets	6008	1998 GMC Sonoma	76,090	15	\$ 16,409	Chevrolet Silverado 2500HD 4WD Reg Cab PU w/Plow	\$ 38,821	Dellenbach
PRL: Park Services	7080	2000 Chevrolet 2500	91,794	15	\$ 22,538	Chevrolet Silverado 2500HD 4WD Reg Cab PU	\$ 35,690	Dellenbach
PRL: Park Services	7087	2002 Chevrolet 2500	108,989	15	\$ 12,606	Chevrolet Silverado 2500HD 4WD Double Cab	\$ 31,247	Dellenbach
PRL: Design & Development	7097	2006 GMC 2500	97,401	15	\$ 19,188	Chevrolet Silverado 2500HD 4WD Regular Cab	\$ 30,476	Dellenbach
PRL: Park Services	7098	2006 GMC 2500	80,312	15	\$16,528	Chevrolet Silverado 2500HD 4WD Regular Cab	\$ 29,859	Dellenbach
PRL: Park Services	7107	2001 Chevrolet 2500 HD	93,704	15	\$ 15,733	Chevrolet Silverado 2500HD 2WD Regular Cab Utility Truck	\$ 35,365	John Elway
PRL: Park Services	7726	2006 Chevrolet 3500 PU	86,565	15	\$ 13,703	Chevrolet Silverado 3500HD 4WD Crew Cab	\$ 34,954	John Elway
PRL: Park Services	PRL -N1	New Add Open Space	NA	NA	NA	Chevrolet Silverado 2500HD 4WD Reg Cab	\$ 32,126	Dellenbach
PRL: Park Services	PRL -N2	New Add Open Space	NA	NA	NA	Chevrolet Silverado 2500HD 4WD Reg Cab	\$ 30,296	Dellenbach
PRL: Park Services	PRL -N3	New Add Open Space	NA	NA	NA	Chevrolet Silverado 2500HD 4WD Crew Cab	\$ 37,257	Dellenbach
PRL: Park Services	PRL -N4	New Add Open Space	NA	NA	NA	Chevrolet Silverado 2500HD 4WD Double Cab	\$ 33,872	Dellenbach
P.D.S.S.: Neighborhood Services	6132	2006 Chevrolet 3500 PU	46,249	12.9	\$ 12,436	Chevrolet Suburban	\$ 38,373	Dellenbach
P.D.S.S.: Professional Services	8012	2003 Chevrolet Malibu	59,645	12.1	\$ 5,208	Chevrolet Malibu 4 Door Sedan	\$ 19,722	Dellenbach
P.D.S.S.: Professional Services	8126	2001 Chevrolet Malibu	87,114	14.3	\$ 7,011	Chevrolet Malibu 4 Door Sedan	\$ 19,722	Dellenbach
P.D.S.S. : Investigations	8556	2004 Chevrolet Malibu	98,400	15	\$ 8,278	Chevrolet Malibu 4 Door Sedan	\$ 19,722	Dellenbach
P.D.S.S. : Investigations	8587	2003 Chevrolet Malibu	80,119	15	\$ 18,846	Chevrolet Malibu 4 Door Sedan	\$ 19,722	Dellenbach
P.D.S.S. : Investigations	8622	2004 Chevrolet Malibu	82,330	14.8	\$ 7,756	Chevrolet Malibu 4 Door Sedan	\$ 19,722	Dellenbach

Department	Old Unit #	Replacement Description	Current Miles	Faster Points	LTD Vehicle Maintenance Cost	New Vehicle Make/Model	Purchase Price	Bidder Awarded
PWU: Meter Shop	1203	2003 Chevrolet S-10	89,624	15	\$ 17,074	Chevrolet Silverado 1500 2WD Double Cab PU	\$ 28,295	John Elway
PWU: Meter Shop	1209	2001 Chevrolet S-10	88,249	15	\$ 16,480	Chevrolet Silverado 1500 2WD Regular Cab	\$ 27,220	John Elway
PWU: Meter Shop	1210	2004 Chevrolet 1500 P/U	85,958	15	\$ 14,195	Chevrolet Silverado 1500 2WD Regular Cab	\$ 27,220	John Elway
PWU: Waste Water Field Operations	9320	2004 Chevrolet 2500 HD	86,173	13.9	\$ 9,234	Chevrolet Silverado 2500HD 4WD Regular Cab Utility Truck	\$ 37,869	Dellenbach
PWU: Waste Water Field Operations	9790	2006 GMC 2500	69,708	15	\$ 12,751	Chevrolet Silverado 2500HD 4WD Regular Cab w/Topper	\$ 35,346	Dellenbach

The vehicles recommended for purchase were previously approved and are within the amount authorized by City Council in the 2016 budgets as follows:

- General Capital Outlay Replacement Fund (GCORF) – 8 replacement vehicles
  - One replacement vehicle for the General Services Department
  - One replacement vehicle for the Public Works and Utilities Department, Street’s Division
  - Six replacement vehicles for the Parks, Recreation and Libraries Department
- Parks, Open Space and Trails General Capital Outlay Replacement Fund (POST GCORF) – 4 new vehicles
  - Four new add vehicles for the Parks, Recreation and Libraries Department
- Public Safety Tax General Capital Outlay Replacement Fund (PST GCORF) – 6 replacement vehicles
  - Six replacement vehicles for the Police Department
- Utilities Capital Outlay Replacement Fund (U CORF) – 5 replacement vehicles
  - Five replacement vehicles for the Public Works and Utilities Department (two for the Wastewater Fund and three for the Water Fund)

The replacement and new addition of these vehicles support City Council’s Strategic Plan Goal of Financially Sustainable Government Providing Excellence in City Services by keeping a highly dependable fleet of equipment on the job and by obtaining the best possible price for these 23 light duty vehicles.

Respectfully submitted,

Donald M. Tripp  
City Manager





## Agenda Item 8 B

### Agenda Memorandum

City Council Meeting  
April 11, 2016



**SUBJECT:** 2016 Library Materials Purchases Over \$75,000

**Prepared By:** Justin Cutler, Interim Library Services Manager

### Recommended City Council Action

Based on the recommendation of the City Manager, determine that the public interest will be best served by awarding contracts to Baker and Taylor not to exceed \$285,000 and Midwest Tapes not to exceed \$75,000 for a grand total not to exceed \$360,000 for the purchase of library materials and eMaterials.

### Summary Statement

- The Westminster Municipal Code requires City Council to authorize all purchases over \$75,000. Staff has taken a conservative approach in interpreting this requirement to include transactions where the cumulative total purchases of similar commodities or services from one vendor in a calendar year exceed \$75,000.
- Vendor contracts with Baker and Taylor (B&T) and Midwest Tapes (Midwest) are negotiated by the Colorado Library Consortium (CLiC) on behalf of all libraries in the state of Colorado. Formal bidding by the City of Westminster would be inefficient because the discounts that CLiC has negotiated are larger than the discounts that the City could negotiate on its own due to the size of the CLiC consortium. This saves all libraries in the state time and effort by negotiating deals based on library type. This year's negotiated discounts are available at: [http://clicweb.org/images/stories/SaveMoney/2016\\_vendor\\_summary.pdf](http://clicweb.org/images/stories/SaveMoney/2016_vendor_summary.pdf). These discounts are consistent with the City's book and electronic media purchases over several years, and Staff will continue to compare average prices among vendors and adjust purchasing procedure as needed.
- B&T and Midwest have consistently offered the lowest average prices on items ordered when compared to other suppliers and the CLiC negotiated discounts with B&T and Midwest are most beneficial with these two vendors. B&T's discounts on books are up to 45.2% and Midwest's discounts for multimedia are up to 25%. Higher discounts ensure more materials are available to support the literacy and engagement needs of the community.

**Expenditure Required:** Not to exceed \$360,000

**Source of Funds:** General Fund- Parks, Recreation and Libraries/ Library Services Division Operating Budget

**Policy Issue**

Should City Council waive formal bidding requirements and approve the purchase of library materials and electronic resources that total over \$75,000 from two vendors in 2016?

**Alternative**

Do not approve the purchases as recommended and request that Staff go out to bid on each individual item. The alternative is not recommended for the reasons outlined in the background information section of this agenda memorandum.

**Background Information**

At the close of 2015, the Westminster Public Library offered 188,919 books, audiobooks, music CDs, and movies, and subscribed to 226 magazines and newspapers on behalf of the community. Collectively, these items circulated 844,001 times to patrons. The library also licensed 10,077 eMaterial titles including eBooks, eAudiobooks, and eVideos, with a total of 44,343 uses by Westminster patrons.

In 2015, library print materials purchased from B&T totaled \$131,659, or 50% of the library materials budget expenditures. Library eMaterials purchased from B&T in 2015 totaled \$49,041, or 59% of the library eMaterials budget expenditures. The total cumulative expenditure was \$180,700, or 52% of combined materials and eMaterials budget. Staff anticipates that purchases from B&T are likely to increase in 2016 due in part to changes in the publishing industry, including the rising popularity of eMaterials, and to Staff findings detailed below that indicate that utilizing B&T as a primary vendor is the most cost effective and efficient option.

In December 2015, the library appointed a Collection Development Librarian and centralized all collection activities to increase efficiency of materials ordering and improve the speed with which materials are available to citizens. The first project the librarian addressed was to complete a comprehensive assessment of several library vendors, including B&T, Ingram, Amazon, and Midwest. This process included a comparison of vendor prices, inventory availability, ease of online ordering, and technological coordination with our cataloging and processing activities. B&T continues to offer the most competitive discount. They are currently working to implement new services that allow for increased efficiency in both ordering and processing materials. Designating B&T as our primary vendor comes with additional financial benefits and bundling discounts. Furthermore, they own two resources that the library has invested in which have the potential to greatly increase relevancy of library collections if used to their full capacity. The first is Axis360, an eMaterials software that we are using to increase digital access to eBooks and eAudiobooks for Westminster citizens. The second is CollectionHQ, a data analysis tool that allows Staff to make informed decisions for both adding and removing items in the collection based on usage data. Based on these findings, the library would like to utilize B&T as the primary vendor for print materials and Ingram as a secondary vendor option. Staff will continue to assess other vendors to ensure that the library is receiving the most cost and time efficient services available. In rare instances where Staff receives a better discount from a vendor other than B&T, materials will be ordered from the other vendor.

Unlike B&T, Midwest specializes in selling only audiovisual materials and supplies to public libraries. Consequently, they excel in this area, offering lower prices and higher quality materials. Midwest provides basic electronic records for the online catalog as well as a single-disc replacement service should only one disc in a multivolume set become inoperable. Midwest also does not charge shipping costs. Staff have found Midwest's services to be timely, accurate, and efficient. In 2015, Westminster purchases from Midwest totaled \$77,726, or 29% of the library materials budget expenditures. In 2016, the library will be ordering audiobooks from B&T rather than Midwest. This decision is based on efforts to streamline ordering and

allow the Collection Development Librarian to select multiple formats, including print, large print, Spanish language, audiobook, and eBook simultaneously in B&T. This will result in less expenditures at Midwest in 2016 than the previous year. Staff is requesting Council's approval up to \$75,000 in purchases with Midwest Tapes in 2016.

Both requests support the City's Strategic Plan Goal of "Financially Sustainable City Government Providing Exceptional Services."

Respectfully submitted,

Donald M. Tripp  
City Manager



Agenda Memorandum

City Council Meeting  
April 11, 2016



**SUBJECT:** Railroad Crossing Surface Installation Agreement

**Prepared By:** Dave Cantu, Street Operations Division Manager

**Recommended City Council Action**

Determine that, based on this report and the recommendation of the City Manager, the public interest will be best served by authorizing the City Manager to enter into a sole source agreement for the Railroad Crossing Surface Installation project expenditures in 2016 with Burlington Northern Santa Fe Railway Company for replacement of existing crossing surfaces at Pierce Street and at West 76<sup>th</sup> Avenue, in an amount not to exceed \$77,143.

**Summary Statement**

- The City has partnered with Burlington Northern Santa Fe Railway Company (BNSF) in the replacement of crossing surfaces at the nine railroad crossings in the City since the late 1970's, sharing costs for materials and installation of the crossing surfaces 50/50.
- Railroad crossing surfaces consist of precast concrete panels installed at each approach and between railroad tracks, providing a resilient, smooth crossing.
- For 2016, City Staff negotiated project costs with BNSF for installation of new concrete crossing surfaces replacing existing concrete pads at Pierce Street and West 76<sup>th</sup> Avenue.
- BNSF Railway Company will perform all necessary track upgrades to accommodate new crossing surfaces at each site, and per the two attached agreements will split the cost of the replacement at each location evenly with the City. The City's portion of the Pierce Street crossing cost is not to exceed \$36,949 and for the West 76<sup>th</sup> Avenue crossing is not to exceed \$40,194.
- As in the past, City crews will provide control devices to detour traffic during installation of new crossing surfaces and will also provide patch back of asphalt adjacent to the crossings. These costs will be absorbed in the Street Division Operating Budget.
- This is being recommended as a sole source contract because BNSF requires that the work be completed by them.
- While the original project only included the 76<sup>th</sup> Avenue crossing, BNSF is willing to complete the Pierce Street crossing due to the accelerated degradation of panels.
- The City's budget of the crossing replacement is short by \$7,889 in the project account. This is to be covered by the Street Division Operations Budget from savings on other projects.

**Fiscal Impact:** Estimated \$0 in revenues  
\$77,143 in expenses

**Source of Funds:** General Capital Improvement Fund -  
Railroad Crossing Surface Replacement Program – (\$69,254)  
General Fund – Street Operations Division Budget – (\$7,889)

**Policy Issue**

Should City Council accept the negotiated costs and execute a sole source crossing surface installation agreement with BNSF Railway Company for replacement of crossing surfaces at Pierce Street and West 76<sup>th</sup> Avenue?

**Alternatives**

1. City Council could choose not to authorize a sole source agreement with BNSF and outsource the work to another contractor. Staff does not recommend this alternative, as BNSF is the only entity allowed to perform the work on the railroad crossings. No other contractor is permitted to perform this work.
2. City council could choose not to authorize execution of the agreement with BNSF and leave existing crossing surfaces in place. Staff does not recommend the alternative because the existing crossing surfaces have been in service since 1995, both crossings are showing concrete deterioration, developing pot holes, and constitute a rough ride for vehicles passing over the panels.

**Background Information**

The City has partnered with BNSF in the replacement of crossing surfaces at the nine railroad crossings in the City since the late 1970's, sharing costs for materials and installation of the crossing surfaces 50/50. Over the years railroad crossings in the City have been replaced to provide smooth crossings for the motoring public.

In past years, purchase of crossing surface pads were available directly to the City. Staff purchased crossing surface materials and stored them until BNSF mobilized crews to replace the crossing surface. This resulted in years of storage, missing parts, and transport to each location by Staff once BNSF finally mobilized to do the work. Purchase and storage of materials by the City is no longer an option. BNSF has standardized surface crossing material with a specific concrete pad manufacturer. To date, all railroad surface crossing replacements in the City have included the initial outlay for crossing surface materials, payment to BNSF for track grade adjustment and installation of the crossing surface. Staff performs the traffic control and asphalt patch back.

In 2015 Staff executed an agreement with BNSF for the 76<sup>th</sup> Avenue crossing at City cost of \$40,194, however the work has not been scheduled by BNSF. In 2016 the condition of the Pierce Street crossing became increasingly deteriorated, with existing panels constituting a safety hazard. BNSF is willing to complete this work in addition to the 76th Avenue crossing. City Staff negotiated an agreement with BNSF for the City's share of the two crossings, (\$36,949 for the Pierce street crossing, and \$40,194 for the West 76<sup>th</sup> Avenue crossing.) Staff has a verbal agreement from BNSF staff to schedule both crossing replacements mid-summer 2016 while BNSF crews are mobilized in the City.

This agreement helps achieve the City Council's 2015 Strategic Plan Goals of: Visionary Leadership, Effective Governance, and Proactive Regional Collaboration, Financially Sustainable Government Providing Excellence in City Services, and Ease of Mobility by collaborating with BNSF to provide well maintained City infrastructure through timely replacement of railway surface crossings.

Respectfully submitted,

Donald M. Tripp  
City Manager

**Attachments:**

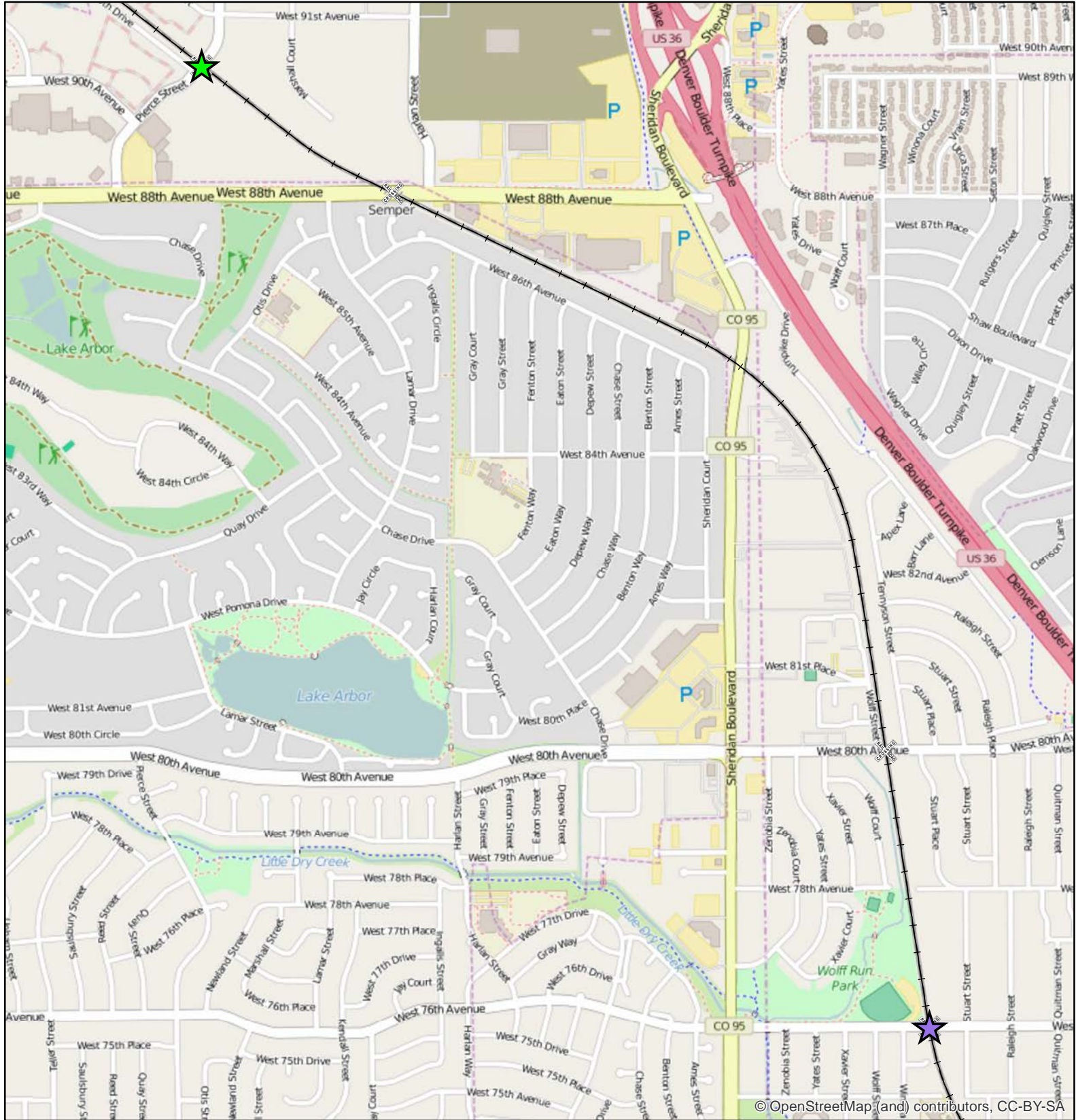
- 2016 Crossing Pad Replacement Locations Map
- 76<sup>th</sup> Avenue Crossing Surface Installation Agreement
- Pierce Street Crossing Surface Installation Agreement



# Railroad Crossing Pad Replacement Locations

## Location

- ★ 76th Avenue
- ★ Pierce Street



## CROSSING SURFACE INSTALLATION AGREEMENT

**BNSF File No.: BF10008225**  
**Mile Post 6.48**  
**Line Segment 476**  
**U.S. DOT Number 244781J**  
**Front Range Subdivision**

This Crossing Surface Installation Agreement (hereinafter called, this "Agreement") is entered into effective as of September 10, 2015, by and between the City of Westminster (hereinafter called, "Agency") and BNSF RAILWAY COMPANY (hereinafter called, the "Company").

WHEREAS, Company operates a freight transportation system by rail with operations throughout the United States and Canada; and

WHEREAS, Agency and Company desire to replace the existing crossing surface at West 76<sup>th</sup> Avenue with a new concrete crossing surface;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows;

1. **Company Work.** The Company will install a new concrete crossing surface for a width of 56 feet from the edge of the pavement on the North side of the tracks to the edge of the pavement on the South side of the tracks. The new crossing surface will adequately cover all vehicular driving lanes at Bradburn Boulevard. The Company will perform all necessary track upgrades to accommodate the new crossing surface.

2. **Agency Work.** AGENCY must furnish all labor, materials, tools and equipment for the performance of AGENCY's work.

3. **Payment; Invoicing.** Upon execution of the Agreement by both parties hereto, Company will send Agency an invoice detailing the total amount owed by Agency for the new crossing surface. Company shall send to Agency a final invoice upon completion and Agency shall pay the final invoice within 30 days of receipt.

Agency agrees to pay fifty percent (50%) of total cost of the crossing surface replacement, Agency's total costs for the new crossing surface shall not exceed Forty Thousand One Hundred Ninety Four and No/100 dollars (\$40,194.00) for the new crossing surface. Total project cost is estimated to be \$80,389.00.

4. **Maintenance of the Crossing Surface.** After installation of the new crossing surface is completed, the Company will maintain, at its own cost and expense, the crossing surface, against normal wear and tear, in a satisfactory manner for the expected life of the crossing surface. Notwithstanding the preceding sentence, the Company shall be entitled to receive any contribution toward the cost of such maintenance made available by reason of any existing or future laws, ordinances, regulations, orders, grants, or other means or sources.

5. **Vehicular Traffic during Installation.** The Agency shall provide, at its own cost and expense, all necessary barricades, lights or traffic control devices for detouring vehicular traffic at the West 76th Avenue crossing during installation of the new crossing surface.



6. **Drainage.** The Agency agrees to allow the Company to drain water from the 76<sup>th</sup> Avenue crossing area into existing Agency storm sewers, if such storm sewers are available. Drain pipes and filter fabric necessary for such drainage will be furnished and installed by the Company,

7. **Roadway Surfacing Work.** The Agency agrees to provide, at its sole cost and expense, enough asphalt to cover the distance between the existing roadway surface at West 76<sup>th</sup> Avenue, and the new crossing surface on both sides of the track.

8. **Term.** This Agreement begins on the effective date set forth above and remains in effect until completion of all work contemplated in this Agreement and Agency's payment of the amounts set forth in Section 2 above.

IN WITNESS WHEREOF, the parties' hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first written above.

**COMPANY:**

**BNSF RAILWAY COMPANY:**

By: Bentley Tomlin

Printed Name: Bentley Tomlin

Title: Manager Public Projects

**AGENCY:**

**CITY OF WESTMINSTER, COLORADO**

By: Max E Kirschbaum

Printed Name: Max E. Kirschbaum

Title: Public Works and Utilities Director

## **CROSSING SURFACE INSTALLATION AGREEMENT**

**BNSF File No.: BF10009230**  
**Mile Post 9.8**  
**Line Segment 476**  
**U.S. DOT Number 244785L**  
**Front Range Subdivision**

This Crossing Surface Installation Agreement (hereinafter called, this "Agreement") is entered into effective as of \_\_\_\_\_, 2016 by and between the City of Westminster (hereinafter called, "Agency") and BNSF RAILWAY COMPANY (hereinafter called, the "Company").

WHEREAS, Company operates a freight transportation system by rail with operations throughout the United States and Canada; and

WHEREAS, Agency and Company desire to replace the existing crossing surface at Pierce Street with a new concrete crossing surface;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows;

1. **Company Work.** The Company will install a new concrete crossing surface for a width of 64 feet from the edge of the pavement on the North side of the tracks to the edge of the pavement on the South side of the tracks. The new crossing surface will adequately cover all vehicular driving lanes at Pierce Street. The Company will perform all necessary track upgrades to accommodate the new crossing surface.

2. **Payment; Invoicing.** Upon execution of the Agreement by both parties hereto, Company will send Agency an invoice detailing the total amount owed by Agency for the new crossing surface. Company shall send to Agency a final invoice upon completion and Agency shall pay the final invoice within 30 days of receipt.

Agency agrees to pay fifty percent (50%) of total cost of the crossing surface replacement, Agency's total costs for the new crossing surface shall not exceed Thirty Six Thousand Nine Hundred Forty Nine and No/100 dollars (\$36,949.00) for the new crossing surface. Total project cost is estimated to be \$73,898.

3. **Maintenance of the Crossing Surface.** After installation of the new crossing surface is completed, the Company will maintain, at its own cost and expense, the crossing surface, against normal wear and tear, in a satisfactory manner for the expected life of the crossing surface. Notwithstanding the preceding sentence, the Company shall be entitled to receive any contribution toward the cost of such maintenance made available by reason of any existing or future laws, ordinances, regulations, orders, grants, or other means or sources.

4. **Vehicular Traffic during Installation.** The Agency shall provide, at sole cost and expense, all necessary barricades, lights or traffic control devices for detouring vehicular traffic at the Pierce Street crossing during installation of the new crossing surface.

5. **Drainage.** The Agency agrees to allow the Company to drain water from the Pierce Street crossing area into existing Agency storm sewers, if such storm sewers are available. Drain pipes and filter fabric necessary for such drainage will be furnished and installed by the Company,

6. **Roadway Surfacing Work.** The Agency agrees to provide, at sole cost and expense, enough asphalt to cover the distance between the existing roadway surface at Pierce Street, and the new crossing surface on both sides of the track.

7. **Term.** This Agreement begins on the effective date set forth above and remains in effect until completion of all work contemplated in this Agreement and Agency's payment of the amounts set forth in Section 2 above.

IN WITNESS WHEREOF, the parties' hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first written above.

**COMPANY:**

**BNSF RAILWAY COMPANY:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AGENCY:**

**CITY OF WESTMINSTER, COLORADO**

By: \_\_\_\_\_

Printed Name: Max E. Kirshbaum

Title: Public Works & Utilities Director



**Agenda Memorandum**

City Council Meeting  
April 11, 2016



**SUBJECT:** Possession and Use Agreements for North I-25 Express Lanes Project

**Prepared By:** David R. Downing, City Engineer

**Recommended City Council Action**

Authorize the City Manager to execute Possession and Use Agreements, in substantially the same form as that attached, to accomplish the grant of permission to the Colorado Department of Transportation and its contractors to occupy and construct improvements associated with the North I-25 Express Lanes Project upon certain parcels of land owned by the City of Westminster.

**Summary Statement**

- The City and other jurisdictional partners of the North Area Transportation Alliance (NATA) have collaborated with the Colorado Department of Transportation (CDOT) to accommodate the continuation of express lane improvements to I-25 to the north of this project's current termination in the vicinity of 120<sup>th</sup> Avenue. In response, CDOT recently bid a next phase of the North I-25 Express Lanes Project to extend the high-occupancy vehicle lanes north to C-470.
- Many of the relatively narrow strips of land located adjacent to the west side of I-25 that are needed as additional rights-of-way for the widening of the highway are owned by the City of Westminster. Since some of those parcels of requested rights-of-way are classified as Open Space and other parcels were originally purchased by the City with Utility Fund money, the City must be appropriately compensated for those requested rights-of-way. Appraisals of those parcels are currently being prepared for the purpose of establishing the Fair Market Values, which will serve as the basis of negotiations on the value of the land.
- In order to permit the selected contractor to commence the project promptly, CDOT has requested that the City allow the work to begin while the appraisals are being finalized and the land values are negotiated. Such permission by the City would likely save the contractor up to two months of valuable summertime construction season on this project.
- Staff has evaluated the risk associated with this proposal and is confident that future negotiations with the State – the City's partner on this mutually-beneficial project – will not result in an impasse. Staff recommends that the City Manager be authorized to execute the Possession and Use Agreements that will permit the project to commence.

**Expenditure Required:** \$0

**Source of Funds:** N/A

**Policy Issue**

Should the City allow the Colorado Department of Transportation and its contractors to commence with the construction of the next phase of the North I-25 Express Lanes Project on land owned by the City prior to the establishment of the value of that land?

**Alternative**

The City Council could demand that the value of the land to be purchased from the City be firmly defined before the work on the project commences. This action would likely cause CDOT's contractor to lose much of the prime 2016 construction season and, thus, delay the completion of the project. Due to the fact that both parties are bound by well-defined operating procedures with respect to the appraisal of land and the establishment of Fair Market Values, staff is confident that the negotiation of land values will not be contentious.

**Background Information**

The North I-25 Express Lanes Project will provide much needed congestion relief along the heavily traveled portion of this interstate highway affecting motorists within the northern reaches of the Denver metropolitan region. City officials have joined with representatives of all of the surrounding jurisdictions to urge the Colorado Department of Transportation (CDOT) to actively pursue the phased construction of the express lanes from US 36 to, eventually, State Highway 7 and beyond. The Department has responded positively, cobbling together funds from a variety of State sources to assemble a budget that is adequate to undertake a next phase of the project to extend these improvements from 120<sup>th</sup> Avenue as far north as State Highway C-470. While the budget is not sufficient to provide the express lanes all the way to State Highway 7, the existing pavement will be rehabilitated between C-470 and Highway 7.

Since the project budget is marginally adequate to perform this scope of work, CDOT officials have searched for ways to minimize project costs. One proposed method of controlling expenses was to ask the local entities – especially the City of Westminster – to donate local government-owned land that is needed as additional rights-of-way for the highway widening. Due to several previous acquisitions or dedications along the west side of I-25, the City currently owns the greatest number of parcels of any ownership within the boundaries of the project area. However, many of these parcels have been designated as Open Space or were purchased via the use of Utility Fund dollars and, thus, cannot be donated to any person or entity without the receipt of appropriate compensation. Fortunately, though, City staff has been proactive over the past decade to require developers of sites along the highway to dedicate strips of land abutting I-25 to the City for this very purpose – the future widening of the interstate. Since such development parcels were not actually purchased by the City but, instead, were obtained through negotiations with developers as part of the Official Development Plan (ODP) approval process, staff proposes that these requested rights-of-way be donated to the State.

While it may appear to be unusual to allow the occupation of property before the purchase price is set, Staff is not apprehensive due to the fact that the transaction is with the State of Colorado. The State is mandated to utilize the services of experienced, professional appraisal companies to establish Fair Market Values on all parcels that are subject to acquisition. In fact, the particular appraiser retained to perform this work on the North I-25 Express Lanes Project is the owner of a company that has performed such work for the City in several instances in the past. If, in the unlikely event that City staff does not agree with the appraiser's conclusions, the State is also required to pay for the services of an appraisal firm of the City's choosing. Under that scenario, any substantial differences in appraised values would be negotiated between the parties. Staff is confident that these negotiations will be mutually successful.

It is important to note that the entire purpose of this action requested of the City Council is to permit CDOT's contractor to commence the construction of the project promptly. Construction projects of this magnitude, particularly those on tremendously busy interstate highways, represent a great inconvenience to the motoring public. Staff, Council and the business owners and residents of the 72<sup>nd</sup> Avenue Corridor were keenly reminded of this over the past several months, and, of course, that construction project affected the lives of a mere fraction of the number of motorists who will have to endure this work on I-25. By allowing the project to proceed to construction immediately, there is a real possibility that the total duration of the inconvenience could be dramatically reduced.

This requested action supports the City's Strategic Plan goal of *Ease of Mobility* by accommodating the installation of high-occupancy vehicle lanes along one of the two most significant regional transportation corridors in the City of Westminster.

Respectfully submitted,

Donald M. Tripp  
City Manager

Attachment – Sample Possession & Use Agreement

**COLORADO DEPARTMENT OF TRANSPORTATION**  
**POSSESSION AND USE AGREEMENT**

Project Code: **19626**

Parcel No: RW-48, AC-48, TE-48  
 RW-53, AC-53, TE-53  
 RW-55, RW-55A, AC-55, TE-55, TE-55A  
 RW-59, AC-59, TE-59  
 AC-64, TE-64  
 RW-78, RW-78A, RW-78B  
 AC-80, TE-80

Project No: **IM 0253-234**

Location: **I-25 120<sup>th</sup> Avenue (SH 128) to SH 7**

This agreement is made this \_\_\_\_ day of \_\_\_\_\_ a.d. 2016 between the State Department of Transportation, State of Colorado, (herein referred to as the department), and the City of Westminster, a Colorado home-rule municipality (herein referred to as the landowner) for the purpose of granting the irrevocable right to possession and use to the department, its contractors, agents, and all others deemed necessary by the department of parcel(s) RW-48, AC-48, TE-48, RW-53, AC-53, TE-53, RW-55, RW-55A, AC-55, TE-55, TE-55A, RW-59, AC-59, TE-59, AC-64, TE-64, RW-78, RW-78A, RW-78B, AC-80, TE-80 of Project No. IM 0253-234 for the purpose of constructing a portion of Interstate I-25 between State Highway No. 128 and State Highway No. 7. The property involved is described more fully in Exhibits A and B, attached hereto and made a part hereof by reference.

1. In consideration for this irrevocable grant of possession the department will tender to the landowner(s) the sum of \$\_\_\_\_\_. The department shall be entitled to take possession upon tender of payment. It is understood the sum tendered represents 100 percent of the department's value of the just compensation owed to the landowner(s). It is agreed this sum shall be deducted from any final settlement amount, award, or verdict. It is also agreed in the event the ultimate settlement amount, award, or verdict is less than this sum the undersigned landowner(s) shall refund the difference to the department.
2. The landowner(s) represents that the title to the property is free and clear of all liens and encumbrances or that proper releases will be executed for the property herein described prior to funds being disbursed under this agreement. The landowner(s) further agrees to hold the department harmless from all liability for unreleased or undisclosed liens or encumbrances affecting the property herein described.
3. This agreement is made with the understanding the department will continue to negotiate in good faith with the undersigned landowner(s) to acquire the interest in the property described by direct purchase. It is further understood in the event a settlement is not reached within 180 days of the signing of this agreement such failure will be a confession that the negotiations to acquire the property described herein have proved futile. At this point the department may begin proceedings in eminent domain to acquire title to the property herein described. The department shall not unreasonably delay the commencement of proceedings under the eminent domain law once the time provided for in this paragraph has expired. If the department begins proceedings in eminent domain, it is understood and agreed this agreement shall continue in effect until either a settlement is reached or a rule and order as provided for in C.R.S. 38-1-105(3) is entered by the court.
4. If the department begins proceedings in eminent domain it agrees to deposit the remaining amount of its value of the just compensation owed to the landowner(s) into the registry of the court if it has not previously tendered 100 percent of this amount. Any sums deposited in the registry may be withdrawn by the undersigned landowner(s) if all parties interested in the property sought to be acquired consent and agree to such withdrawal. Any such withdrawal of said deposit shall be deducted by the clerk from any award or verdict entered thereafter or by the department from any settlement reached. It is agreed in the event the ultimate settlement amount, award, or verdict is less than the total of the sums paid to and withdrawn by the undersigned landowner(s); the undersigned landowner(s) shall refund the difference to the department.
5. It is agreed by the undersigned in the event proceedings in eminent domain are begun the valuation date for determining the amount of just compensation shall be the date on which payment was tendered to the landowner(s) pursuant to paragraph one above.
6. It is agreed by entering into this agreement the undersigned do not waive any right to raise any issue pertaining to just compensation at the time of trial.
7. The purpose of this agreement is to allow the department to proceed with its construction project without delay and to allow the landowner(s) to avoid litigation at this time.
8. The undersigned landowner(s) agree(s) to pay all taxes, including prorated taxes for the current year, and special assessments due at the time the department takes possession of its (their) property.
9. This agreement shall be deemed a contract and it shall bind the parties only when signed by all landowners or their designated representatives and one of the following on behalf of the department: Project Development Branch Manager, Right of Way Program Manager, Regional Transportation Director, Region Program Engineer, Region Right of Way Manager or their superiors. This contract shall also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties.
10. It is agreed the department shall record this document.
11. Other conditions. None.

Landowner agrees to indemnify and hold harmless the Colorado Department of Transportation from all claims and liability related to the presence, disposal, release or clean-up of any contaminants located on or attributable to activities occurring on the property prior to the execution of this agreement.

Landowner		Date
Landowner		Date
Region Right of Way Manager		Date

Distribution: Project Development Branch (ROW Services) – original  
 Property Owner  
 Region ROW Manager  
 Region Program Engineer/Resident Engineer/Project Engineer



## Agenda Item 8 E

### Agenda Memorandum

City Council Meeting  
April 11, 2016



**SUBJECT:** Special Legal Counsel Services for Telecommunications Ordinance Revisions

**Prepared By:** Mac Cummins, Planning Manager  
Jane Greenfield, Assistant City Attorney II

### Recommended City Council Action

Authorize the City Manager to sign a contract for legal services in an amount not to exceed \$7,500 with Kissinger & Fellman, P.C., for drafting City regulations for telecommunications permitting applications conforming to recent Federal Communications Commission requirements, state statutes, and current case law.

### Summary Statement:

- The current Westminster Municipal Code (W.M.C.) provisions for processing telecommunications applications for permits on both private and public property are outdated. New technologies and new federal and state laws have combined to make our existing permitting process unresponsive to the telecommunications industry's needs, and potentially in conflict with federal regulations for co-locations.
- Ken Fellman, Esq., of the firm of Kissinger & Fellman, P.C., has unique expertise in the field of telecommunications regulation and has previously represented Westminster as a member of Colorado Communications and Utilities Alliance (CCUA) on various Federal Communications Commission (FCC) and Public Utilities Commission (PUC) filings.
- The City Charter, Section 4.13(f), states that all requests for outside legal assistance must be approved by City Council.

**Expenditure Required:** Not to Exceed \$7,500

**Source of Funds:** General Fund – Community Development/Planning Division Operating Budget



### **Policy Issue**

Does City Council wish to retain special legal counsel to represent the City in this matter?

### **Alternative**

Do not obtain special legal counsel services. This is not recommended for the following reasons:

- The City has been pursuing streamlining the development review application process, of which telecommunications permitting is part. The existing code provisions do not address the variety of current and emerging technologies and are not consistent with recently issued FCC regulations and Colorado legislative changes affecting co-locations of existing facilities and location of new facilities in the public rights-of-way.
- Mr. Fellman possesses expertise in the areas of telecommunications law and FCC proceedings.

### **Background Information**

The W.M.C. provisions, specifically Sections 11-4-11 and 11-4-12, are outdated and difficult to apply to the current requests that the Planning Division receives for the location and co-location of wireless communications facilities, small cell wireless installations in City rights-of-way, and co-location of newer forms of antennas as replacements for existing installations. The focus of these ordinances, originally adopted in 1993, was the aesthetic regulation of antennas used by amateur radio operators and the then-burgeoning increase of satellite dishes for TV reception in residential districts. The types of technology for which the City receives requests were not in existence 20 years ago. Even though some revisions have been made to these ordinances to reflect restrictions that state and federal law have imposed, current applicants are objecting to portions of our regulations that have not been updated to reflect the most recent FCC rulings.

The current project priorities set out for the Planning Division do not include a complete rewrite of these code provisions, which require specialized knowledge in the area of telecommunications law. While Staff members from the Community Development Department and the City Attorney's Office will work closely with outside counsel so that the new ordinances will preserve as much aesthetic and regulatory control as federal and state law allows, it will be most efficient to use outside expertise to complete this project. Additionally, recent amendments to FCC regulations impose restrictive time limits for local government review of telecommunication applications. Using outside expertise will allow the City to complete the adoption of these new ordinances in the shortest timeframe.

The City already retains Mr. Fellman as an outside negotiator for reviewing requests for the placement of telecommunications facilities on City-owned properties, not including rights-of-way. Mr. Fellman has gained national recognition for his telecommunications work, including serving as past president of the National Association of Telecommunications Officers and Advisers (NATOA) and Chair of the FCC's Local and State Government Advisory Committee.

Updating the W.M.C. provisions on the regulation of telecommunications facilities placement helps meet the City's Strategic Plan goal of Dynamic, Diverse Economy by fostering economic vitality through collaborative work with the business community.

Respectfully submitted,

Donald M. Tripp  
City Manager



## Agenda Item 8 F

### Agenda Memorandum

City Council Meeting  
April 11, 2016



**SUBJECT:** First Amended Intergovernmental Agreement with Urban Drainage and Flood Control District and City and County of Broomfield for City Park Channel Design and Construction

**Prepared By:** Mikele Wright, P.E. Senior Engineer

### Recommended City Council Action

Authorize the City Manager to sign the First Amended Intergovernmental Agreement with the Urban Drainage and Flood Control District and the City and County of Broomfield relating to the design and construction of Phase 2 of the City Park Channel, located along the south side of 120<sup>th</sup> Avenue between Lowell Boulevard and Big Dry Creek, and authorizing a contribution of \$150,000 by the City for the final design and construction of this project.

### Summary Statement

- The Urban Drainage and Flood Control District (UDFCD), the City and County of Broomfield and the City of Westminster completed the first phase of construction of the City Park Channel in 2008. This first phase improved a portion of the channel from the west side of Lowell Boulevard east along the frontage of the Academy of Charter Schools site. The three parties have begun the design in preparation for the construction of the second and final phase of this project that will complete the storm drainage improvements to the safe outfall point of Big Dry Creek.
- The Colorado Department of Transportation (CDOT) will be decommissioning the existing vehicular ramp from eastbound 120<sup>th</sup> Avenue to southbound Federal Boulevard with the planned intersection improvements project in mid-2016. However, through negotiations between CDOT and the City, the bridge that carries this ramp over the Creek will remain in place and will be converted to a pedestrian bridge for the Big Dry Creek Trail. The old bridge will also serve as maintenance access for the new drainage improvements.
- This amended IGA will add \$250,000 from UDFCD, \$150,000 from the City's Storm Water Utility fund and \$150,000 from Broomfield into the project budget, which may completely fund the design and construction of those second phase improvements. If refined construction cost estimates that will be prepared during the design process reveal that the current budget is not sufficient to build the project, the IGA allows for further amendments to address that shortage.
- Adequate funds are available in the City's Utility Fund, Storm Water Account for this expense.
- The City Attorney's Office has reviewed and approved the attached IGA.

**Expenditure Required:** \$150,000 (City's share)

**Source of Funds:** Utility Fund – Storm Water Account

**Policy Issue**

Should the City amend the Intergovernmental Agreement with the Urban Drainage and Flood Control District and the City and County of Broomfield for the final design and construction of drainage and flood control improvements for City Park Channel, located along the south side of 120<sup>th</sup> Avenue from the existing crossing downstream of Lowell Boulevard east to Big Dry Creek?

**Alternative**

Council could choose not to authorize this amended Intergovernmental Agreement at this time. Staff does not recommend this alternative because the proposed improvements to this stretch of channel provide benefits to citizens of both jurisdictions and will prevent the future flooding of 120<sup>th</sup> Avenue in this area in the event of a major storm. In addition, the UDFCD and Broomfield are prepared to share in the costs of the project at this time.

**Background Information**

In 1986, the Cities of Broomfield and Westminster adopted the Outfall Systems Plan for City Park Channel, which defined needed storm drainage improvements to the major drainageway located along the south side of 120<sup>th</sup> Avenue between approximately Sheridan Boulevard and Federal Boulevard. In 2002, the UDFCD hired a consultant to update this Outfall Systems Plan because changed hydrology from the time that the original report was completed indicated higher flow rates in the channel than those reported in the original study. The revised study included the portion of the channel that originates in Broomfield upstream (northwest) of the 120<sup>th</sup> Avenue/Sheridan Boulevard intersection and follows along the south side of 120<sup>th</sup> Avenue east to Big Dry Creek where it crosses under 120<sup>th</sup> Avenue just west of Federal Boulevard. That revised study revealed that a significant enlargement of the capacity of the existing channel was necessary in order to preclude the possibility of water overtopping 120<sup>th</sup> Avenue and/or Lowell Boulevard during a major storm event. Such an overtopping of a major arterial roadway could isolate motorists and/or City residents from emergency assistance at a time of great need. Staff strongly endorses the City's pursuit of these proposed improvements in the interest of public safety.

The proposed route of City Park Channel is different than the existing path but is consistent with the route shown in the Outfall Systems Plan that was adopted by the City in 1986. The proposed route will traverse through the City's Big Dry Creek Open Space property on the south side of 120<sup>th</sup> Avenue between the Academy of Charter Schools property on the west and Federal Boulevard on the east. The channel through the open space property will be designed so it is an amenity to the open space. The value of the open space property being used for this project was credited towards the City's contribution to the overall City Park Channel project budget in accordance with the terms of the IGA with the City and County of Broomfield that was approved by Council on October 14, 2013.

The amended budget for the Phase 2 design and construction efforts that will be realized with Council's approval of the requested action is as follows:

	Percentage Share	Previously Contributed	Additional Contribution	Maximum Contribution
DISTRICT	44.44%	\$150,000	\$250,000	\$400,000
BROOMFIELD	33.33%	\$150,000	\$150,000	\$300,000
WESTMINSTER	22.23%	\$50,000	\$150,000	\$200,000
<b>TOTAL</b>	<b>100.00%</b>	<b>\$350,000</b>	<b>\$550,000</b>	<b>\$900,000</b>

Once final construction cost estimates are completed, the UDFCD, Broomfield and the City may amend this IGA to encumber additional funds if the budget identified above is insufficient. Current preliminary estimates assume a total contribution from all parties at \$900,000 as shown above, but the necessary budget could be as high as \$1,200,000 based upon earlier estimates from several years ago. Under the terms of the proposed amended IGA, UDFCD will officially manage this project with input provided by both cities.

Council's approval of this amended IGA supports the City's Strategic Plan Goal of *Visionary Leadership, Effective Governance and Proactive Regional Collaboration* by supporting a partnership with the City and County of Broomfield and the Urban Drainage and Flood Control District to accomplish beneficial storm drainage improvements along the common boundary between the two cities.

Respectfully submitted,

Donald M. Tripp  
City Manager

Attachments:

- First Amendment to IGA
- Project Vicinity Map

AMENDMENT TO  
AGREEMENT REGARDING  
FINAL DESIGN, RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION  
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR  
CITY PARK DRAINAGEWAY, LOWER REACH IN  
CITY OF WESTMINSTER

Agreement No. 15-03.07A  
Project No. 101659

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT"), CITY AND COUNTY OF BROOMFIELD (hereinafter called "BROOMFIELD"), and CITY OF WESTMINSTER (hereinafter called "WESTMINSTER") 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 City Park Drainageway, Lower Reach in City of Westminster" (Agreement No. 15-03.07) dated October 2, 2015; and

WHEREAS, PARTIES now desire to complete final design and construct improvements for City Park Drainageway, Lower Reach in WESTMINSTER; and

WHEREAS, PARTIES desire to increase the level of funding by \$550,000; and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. \_\_, Series of 2016); and

WHEREAS, the City Councils of BROOMFIELD and WESTMINSTER 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 \$900,000 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>ORIGINAL</u>
1. Final Design	\$ 250,000	\$150,000
2. Right-of-way	100,000	100,000
3. Construction	550,000	100,000
4. Contingency	-0-	-0-
Grand Total	\$900,000	\$350,000

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	44.44%	\$150,000	\$250,000	\$400,000
BROOMFIELD	33.33%	\$150,000	\$150,000	\$300,000
WESTMINSTER	22.23%	\$ 50,000	\$150,000	\$200,000
TOTAL	100.00%	\$350,000	\$550,000	\$900,000

2. 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 (BROOMFIELD - \$300,000; WESTMINSTER - \$200,000; DISTRICT - \$400,000) 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 fund 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 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; or at

BROOMFIELD or WESTMINSTER request, BROOMFIELD or WESTMINSTER's share of remaining monies shall be transferred to another special fund held by DISTRICT.

3. All other terms and conditions of Agreement No. 15-03.07 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

CITY AND COUNTY OF BROOMFIELD

(SEAL)

By \_\_\_\_\_

ATTEST:

Name \_\_\_\_\_

\_\_\_\_\_

Title Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
City and County Attorney

CITY OF WESTMINSTER

(SEAL)

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

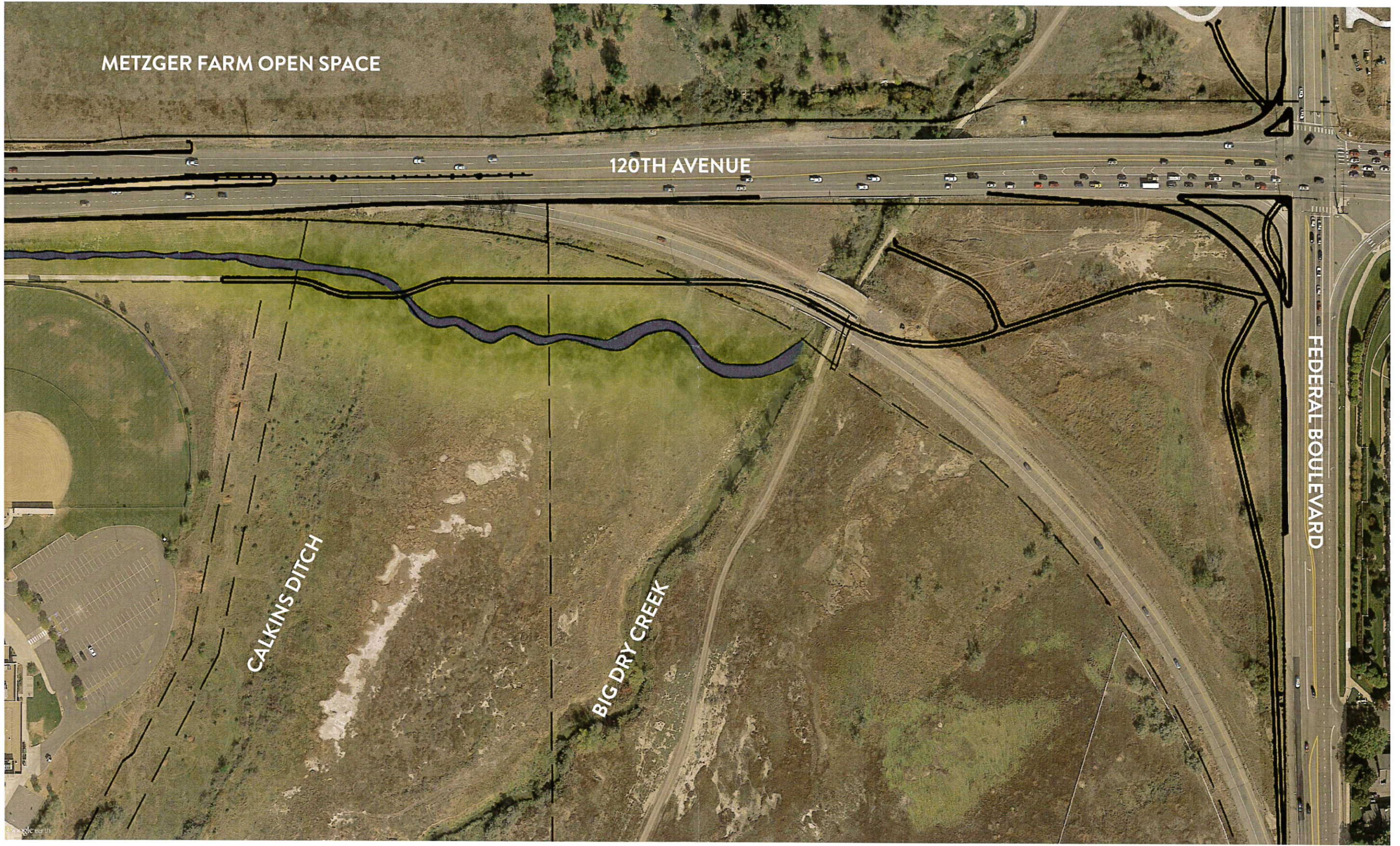
City Attorney

By \_\_\_\_\_

Name \_\_\_\_\_

Title City Manager





## City Park Drainageway

Alternative #2

February 16, 2016







Agenda Memorandum

City Council Meeting  
April 11, 2016



**SUBJECT:** Shoenberg Farms Milk House Rehabilitation Contract

**Prepared By:** Ryan Johnson, Senior Projects Coordinator

**Recommended City Council Action**

Authorize the City Manager to execute a contract with Park Range Construction, Inc., in the amount not to exceed \$98,440 for foundation rehabilitation work as part of the total rehabilitation of the Shoenberg Farm Milk House project and authorize a construction contingency in the amount of \$9,844 for a total authorized expenditure of \$108,284.

**Summary Statement**

- The City Council authorized and the City received a grant from the State Historical Fund (SHF) in April, 2013, in the amount of \$172,704 for rehabilitation of the Milk House structure located just east of the Barn Building (see attached vicinity map).
- Of the total grant award of \$172,704, \$75,799 will be committed towards this contract. The remainder of the grant funds will be used for future elements of the Milk House rehabilitation.
- The scope of work for this grant included:
  - Site Preparation/Shoring
  - Foundation Repair
  - Masonry Repair
  - Architectural Services & Archaeological Services
  - Project Management
  - Performance Bonding
- This project was initially sent out for bid in August, 2014 resulting in no bidders.
- A second round of bid solicitation occurred in November, 2014, resulting in no bidders.
- The City has successfully applied for an extension from the SHF to complete this project.
- The City changed its approach in 2015 to bidding for each element of the project individually in order to attract bids for this project.
- Late in 2015, the City finally received one bid from Park Range Construction, Inc., for installation of 29 helical piers along with associated structural steel to stabilize the foundation of the Milk House with a 2016 start date.
- Rehabilitation work will commence in the spring of 2016 and conclude by the fall of 2016.
- The contract with Park Range Construction, Inc. includes installation of multiple helical piers and other foundation work for the Shoenberg Farm Milk House.
- Adequate funds are available and were budgeted for this expense.

**Expenditure Required:** \$108,284 in expenses  
Estimated \$0 in revenues

**Source of Funds:** State Historic Funds Grant Proceeds (70% - \$75,799) and Shoenberg Site Improvements CIP Funds (30% - \$32,485)

**Policy Issue**

Should the City proceed with the rehabilitation of the Shoenberg Farm Milk House?

**Alternative**

Council could choose to delay the rehabilitation of the Milk House or not pursue this project at all. Staff recommends proceeding with this contract and the larger rehabilitation since the City has been successful in receiving a grant from the SHF to help complete this work. Additionally, this structure is in dire need of rehabilitation in order to ensure that the structure does not continue to deteriorate. Postponing this work increases the risk of not completing this project within the timeline requested in our extension and potentially jeopardizing the City's ability to lock in contractor pricing resulting in potentially higher contractor pricing.

**Background Information**

The City received and entered into a grant from the State Historical Fund in April 2013 for \$172,704, to which the City agreed to a cash match of \$72,730. At that time the scope of work for the SHF grant did not include needed work to rehab the building to completeness, leaving the need for further funding for the doors, windows and roof.

Subsequently, City staff made two additional attempts to solicit further funding from SHF in the October, 2013 and April, 2014 grant rounds. At those times, neither grant application was funded by the SHF in either respective grant cycle.

The project was sent out for bid initially in August, 2014, with no bidders. Staff then conducted another round of bid solicitation in November, 2014 yielding no bids again.

The original SHF contract was scheduled to reach term on April 15, 2015. In December 2014, City staff met with SHF staff to discuss the next approach to completing the project. An agreement was made to modify the SHF contract budget to hire a qualified Project Manager in lieu of the General Contractor, who would solicit bids directly from subcontractors to complete all of the elements of the SHF funded grant project scope of work.

In February 2015, City staff applied for and was granted an extension to the original SHF contract, which amended the budget to account for a Project Manager versus a General Contractor, and extended the term for project completion to April, 2016.

During the summer of 2015, the City's Project Manager had been unable to receive any bids due to the lack of available, qualified contractors who are authorized to work on historic preservation projects. However, City staff was advised at that time if the City were to push out the construction start date into 2016, it would be likely to get at least one bid for each element of the rehabilitation of the Milk House.

This particular contract is specifically for the installation of multiple helical piers throughout the foundation of the Milk House as well as some structural steel to reinforce the building foundation. The selected contractor is Park Range Construction, Inc. Park Range Construction has a very positive reputation and has worked on various historic preservation projects in the Denver Metro area. Additionally, the City's Project Manager has had success in working with this contractor in the past. This contract is for \$98,440 plus a 10% contingency of \$9,844 for a total project budget of \$108,284. Of this total contract amount, \$75,799 will come from the SHF grant with the balance of \$32,485 being funded through the Shoenberg Site Improvement CIP funds. Taking into account \$87,073 of other expenditures already committed, this will leave a balance of \$9,833 remaining from the SHF grant of \$172,704 to be used on other elements of the Milk House rehabilitation.

This proposed work would commence in April, 2016 and be completed by summer, 2016. Concurrently, additional work will be taking place at this site most with work authorized previously by the City Council for exterior foundation shoring and site stabilization also occurring in the spring of 2016. The remainder of the scope of work included in the SHF grant award will take place throughout the summer and into the fall of 2016, and includes other structural rehabilitation and cosmetic improvements such as roof replacement and exterior painting.

Rehabilitation of the Milk House is essential to the long term viability and adaptability of the larger Shoenberg Farm site. By investing in the rehabilitation of one of the largest structures on this site, the potential for working with a future user whose vision aligns with the City's to activate the site is increased significantly.

Rehabilitation of the Shoenberg Farm Milk House meets the City Council's strategic plan goal of a *Beautiful, Desirable, Safe and Environmentally Responsible City* by investing in the preservation of Westminster's historical assets and creating a more attractive sense of place at this particular historical site.

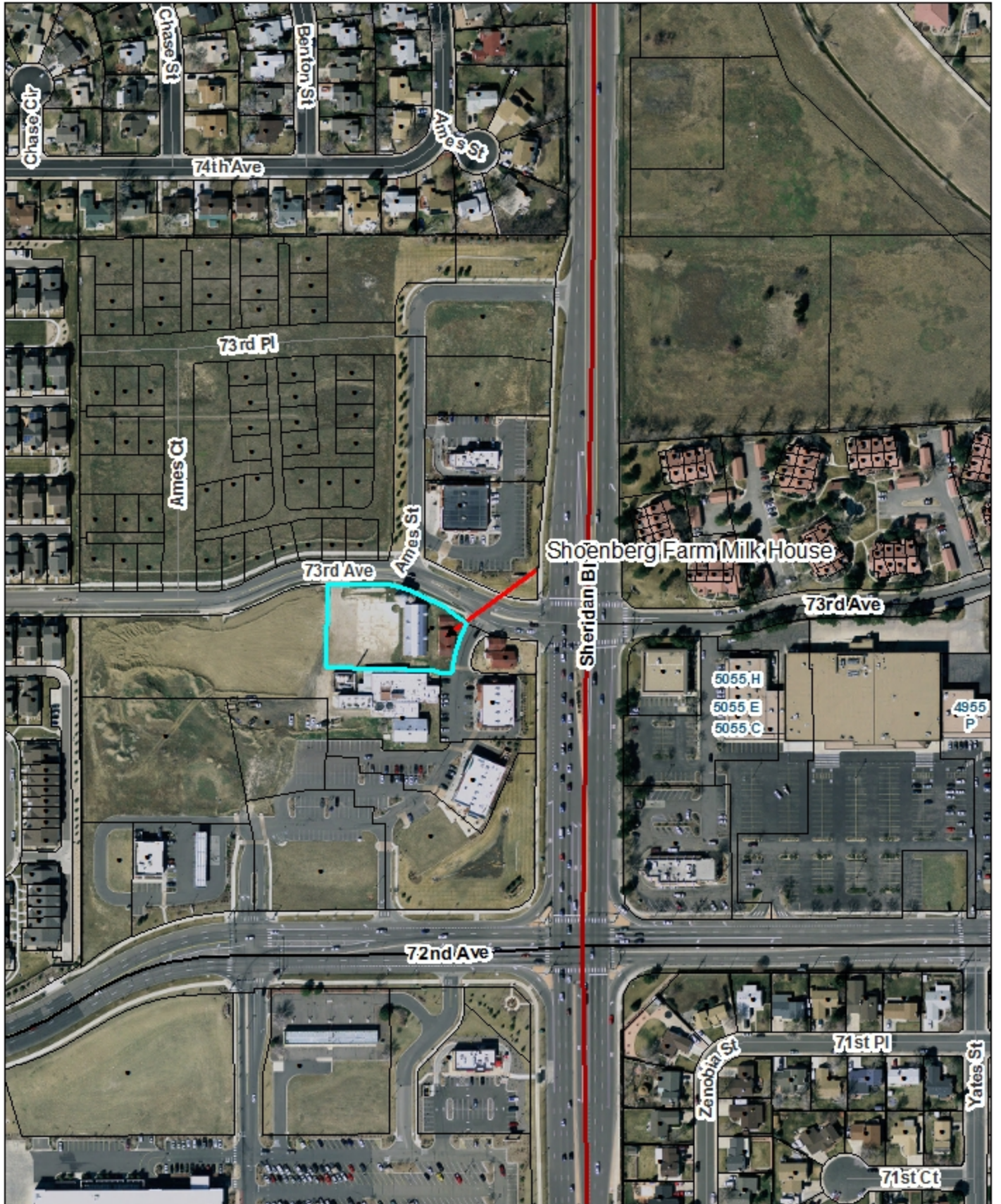
Respectfully submitted,

Donald M. Tripp  
City Manager

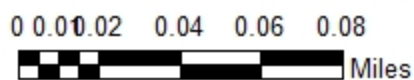
Attachment - Vicinity Map



# Shoenberg Farm Milk House Vicinity Map



**City of Westminster**





Agenda Memorandum

City Council Meeting  
April 11, 2016



**SUBJECT:** 2016 Concrete Replacement Project Phase 2

**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, Gold Star Concrete, Inc., in the amount of \$225,990 and authorize a \$60,000 contingency for a total authorized expenditure of \$285,990.

**Summary Statement**

- In past years, Staff has asked the Concrete Replacement Project contractor to perform all work in conjunction with the roadway rehabilitation program as well as a significant number of miscellaneous smaller projects of similar scope. Scheduling conflicts often resulted in substantial delays in accomplishing roadway rehabilitation-related concrete replacement.
- To keep the concrete replacement project on schedule, Staff separated out and bid the smaller miscellaneous concrete projects as a separate bid form, identified here as the 2016 Concrete Replacement Project Phase 2. The 2016 Concrete Replacement Project that includes the larger projects was approved by City Council on March 14, 2016, Item 8E.
- The projects within this Phase 2 bid include concrete work at Fire Stations, Parks, Recreation Centers, City Hall, Semper Water Treatment Facility, the new City Community Recycling Center, and replacement of concrete damaged by emergency water break repairs.
- Formal bids were solicited on the City’s website through DemandStar, with six contractors responding.
- The City’s low bidder, Gold Star Concrete, Inc. meets all of the City’s bid and insurance requirements. This is the first time the City has contracted with this bidder.
- Adequate funds were budgeted and are available for this expenditure.

**Fiscal Impact:** Estimated \$0 in revenues  
\$285,990 in expenses

**Source of Funds:** General Capital Improvement Fund – Fire Station Concrete/Asphalt capital project; City Facility Parking Lot Major Rehabilitation Construction capital project; City Facility Parking Lot Maintenance Program capital project; Recreation Facilities Improvement JCOS capital project; Park Renovations JCOS capital project; Poured In Place Concrete capital project; Recycling Center Utility Capital Improvement Fund – Semper WTF 2013 Repairs capital project; Utility Fund – Utilities Operations Utility Field operating budget



**Policy Issue**

Should City Council award the City’s 2016 Concrete Replacement Project Phase 2 to the low bidder Gold Star Concrete, Inc. for the miscellaneous smaller concrete projects within the City as identified in the contract documents for this project?

**Alternatives**

1. City Council could choose to reject the bids received and rebid the project. This alternative is not recommended because the City of Westminster project was advertised on the City’s website via DemandStar. Staff believes the low bid represents the best value to the City.
2. City Council could choose to not replace concrete at these identified City locations. Staff does not recommend this alternative because the concrete at these locations has been identified by Staff to be in need of replacement due to deterioration or safety concerns.

**Background Information**

Over the last several years, Staff has included all of the City’s concrete replacement work in one large bid. Historically, the concrete replacement project included large scale sidewalk and curb-and-gutter replacements on streets that were being prepared for asphalt surface treatments. The project also included numerous smaller scale miscellaneous concrete work at City facilities and other City locations. The contractor was asked to complete the large scale work simultaneously with the smaller miscellaneous work, which presented the contractor with lost work time on the large scale work while completing the smaller work. This process backlogged other projects dependent upon the completion of the large scale work. Staff’s solution was to combine and bid the smaller miscellaneous concrete work separately in 2016. This 2016 Concrete Replacement Project Phase 2 contract includes concrete work at Fire Stations 1 and 3, Big Dry Creek Park, Cotton Creek Park, Ranch Park, Skyline Vista Park, Squires Park, City Hall, Countryside Recreation Center, Heritage Golf Course, and replacement of concrete damaged during water break repairs.

This contract also includes work at the Community Recycling Center that is being relocated to the former Westminster Animal Shelter, located at Turnpike Drive and Sheridan Boulevard. In order to facilitate the relocation of the recycling bins from the existing site at the City’s Municipal Service Center, the existing driveway on the south side of the parking lot will need to be realigned, and an additional driveway constructed to allow the recycle hauling trucks safe access in and out of the parking lot.

Formal bids were solicited in accordance with City bidding requirements and was included in the bid for the 2016 Concrete Replacement Project, as Phase 2. Request for proposals were advertised on the City’s website via DemandStar. The following six sealed bids were received:

<b>Vendor</b>	<b>Bid Amount</b>
Gold Star Concrete, Inc.	\$225,989.50
Keene Concrete, Inc.	\$237,748.00
Silva Construction	\$246,617.60
Thoutt Bros. Concrete Contractors, Inc.	\$293,071.62
Noraa Concrete Construction Corp.	\$299,292.00
Concrete Express, Inc.	\$304,696.50
<b>Staff Estimate</b>	<b>\$280,851.30</b>

The successful low bidder, Gold Star Concrete, Inc., met all of the City bid requirements. This is the first year in business for Gold Star Concrete, Inc., however, Staff has performed due diligence and is comfortable with the background and work experience of this vendor for the size of this project.

Staff's request of a \$60,000 contingency is based on the variety of accounts and departments included in the overall scope of the 2016 Concrete Replacement Project Phase 2. The anticipated majority of work planned was included in the bid. However, other projects arose after the award and are now included in this project to eliminate returning to City Council at a later date for approval.

The proposed City Council action helps achieve City Council's Strategic Plan Goals of "Financially Sustainable Government Providing Excellence in City Services" and "Ease of Mobility" by providing well maintained, sustainable City infrastructure and improving the bike-ability for the residents, and guests of Westminster.

Respectfully submitted,

Donald M. Tripp  
City Manager

Attachment - Location List



**City of Westminster**  
**Department of Public Works & Utilities Street Operations Division**  
**2016 Concrete Replacement Project**  
**Phase 2 - 2016 Location List**

1. Fire Station #1
2. Fire Station #3
3. Big Dry Creek Park
4. Cotton Creek Park
5. Ranch Park
6. Skyline Vista Park
7. Squires Park
8. City Hall
9. Countryside Rec Center
10. Heritage Golf Course
11. Water Main break locations - unknown
12. Community Recycling Center



Agenda Memorandum

City Council Meeting  
April 11, 2016



**SUBJECT:** 2016 Asphalt Pavement Rehabilitation Project

**Prepared By:** Kurt Muehlemeyer, Pavement Management Coordinator  
Dave Cantu, Street Operations Manager

**Recommended City Council Action**

Authorize the City Manager to execute a contract for the 2016 Asphalt Pavement Rehabilitation Project with the low bidder, Martin Marietta Materials, Inc. in the amount of \$1,758,069 and authorize a contingency of \$325,338 for a total authorized expenditure of \$2,083,407.

**Summary Statement**

- Public Works and Utilities retains the services of a contractor to perform Hot Mix Asphalt overlay and asphalt patching on roadways that have been identified by the City’s computerized pavement management system.
- This project calls for the Hot Mix Asphalt overlay of 13 lane miles of arterial and collector roadway, two City facility parking lots, patching of deteriorated pavement in residential areas, and trench patching following planned water main replacements.
- Councillor’s Bill No. 12 for the second reading, before City Council tonight, provides for a supplemental appropriation of funds to the 2015 budget of the General Capital Improvement Funds – Arterial Roadway Improvements, in the amount of \$500,000.
- Staff was directed to utilize these carryover funds on residential roadways in an effort to boost lagging residential pavement condition ratings.
- Staff reached out to the three school districts in the City, only Adams 12 submitted projects to be included into the City’s 2016 Asphalt Pavement Rehabilitation Project Bid. Adams 12 will select their own 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 low bidder, Martin Marietta Materials, Inc. meets all of the City’s bid requirements and has completed similar projects in Westminster and the Denver Metropolitan area over the past 26 years.
- The 2016 Asphalt Pavement Rehabilitation low bid price reflects a 4% decrease from 2015 prices.
- Adequate funds were budgeted and are available for these expenditures.

**Fiscal Impact:** Estimated \$0 in revenues  
\$2,083,407 in expenses

**Source of Funds:**

General Capital Improvement Fund-	
\$581,354	Arterial Roadway Rehabilitation and Improvements
\$100,000	City Facility Parking Lot Major Rehab and Reconstruction
\$89,216	City Facility Parking Lot Maintenance Program
\$76,000	Tepper Fields and Westbury Open Space Parking Lot Rehab
\$878,837	General Fund - Street Operations Division Operating Budget
\$358,000	Utility Fund – Utilities Field Operations Division Budget

**Policy Issue**

Should City Council award the low bid to Martin Marietta Materials, Inc. (Martin Marietta) for the 2016 Asphalt Pavement Rehabilitation Project?

**Alternatives**

1. City Council could choose to not award the bid to Martin Marietta and request a second round of bids in hopes of receiving lower pricing. Staff does not recommend this alternative, as another round of bidding is 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.
2. The City could choose not to resurface some or all of the streets earmarked for Hot Mix Asphalt (HMA) overlay. This alternative is not recommended because the City’s pavement rehabilitation strategy has been identified as the most appropriate, cost-effective process to prolong pavement life. Delay will result in further pavement deterioration and higher repair costs at a later date.

**Background Information**

The City is comprised of more than 1,100 lane miles of paved roadways, of which 99% are constructed with asphalt. Over time, asphalt pavements need maintenance and rehabilitation as they deteriorate from traffic loading and environmental impacts. The HMA overlay process is employed on roadways and parking lots that require additional structural strength and a new riding surface. Staff retains the services of a contractor to perform HMA overlay and asphalt patching on roadways that have been identified by the City’s computerized pavement management system. This project calls for the HMA overlay of 13 lane miles of arterial and collector roadway, 2 City facility parking lots, and asphalt patching of residential roadways in 3 subdivisions. This project also includes trench patching at 9 locations following planned water main replacements.

Before City Council tonight for the second reading is Councillor’s Bill No. 12 that provides for a supplemental appropriation of funds to the 2015 budget of the General Capital Improvement Fund – Arterial Roadway Improvements in the amount of \$500,000. These funds are earmarked to improve lagging residential roadway pavement conditions by applying \$120,000 towards crack sealing, \$100,000 for concrete replacement, and \$280,000 towards asphalt patching. The asphalt patching quantities are included in this project and the cost is reflected in the requested expenditure.

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

<b>Vendor</b>	<b>Bid Amount</b>
Martin Marietta Materials, Inc.	\$1,758,068.81
Asphalt Specialties Company, Inc.	\$1,872,896.70
Brannan Sand & Gravel Company	\$2,022,022.20
PLM Concrete and Asphalt	\$2,088,761.80
APC Construction Company, LLC	\$3,523,129.50
<b>Staff Estimate</b>	<b>\$2,088,602.71</b>

The low bidder, Martin Marietta meets all of the City's bid requirements and has previously completed similar projects in Westminster and the Denver Metropolitan area over the last 26 years. Martin Marietta's 2016 bid prices reflect a 4% decrease from 2015 bid prices and is 16% lower than Staff's estimate. This decrease can be attributed to stabilized asphalt cement costs as well as a very competitive bidding environment in the Denver Metropolitan area for these types of projects.

Staff has included a 19% contingency to cover unforeseen issues specifically associated with the paving of the City Hall parking lot, which is a particularly high traffic area and will require coordination with the City Hall Plaza Renovation project. The contingency will also address the challenges that arise with unknown depths of existing asphalt on residential streets.

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 asphalt pavement rehabilitation project bid. Adams 12 will select their own contractor and award the work separate from the City. Their totals are not reflected in this expenditure.

The proposed 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

Attachments

- Asphalt Rehabilitation Project Map
- Waterline Replacement List









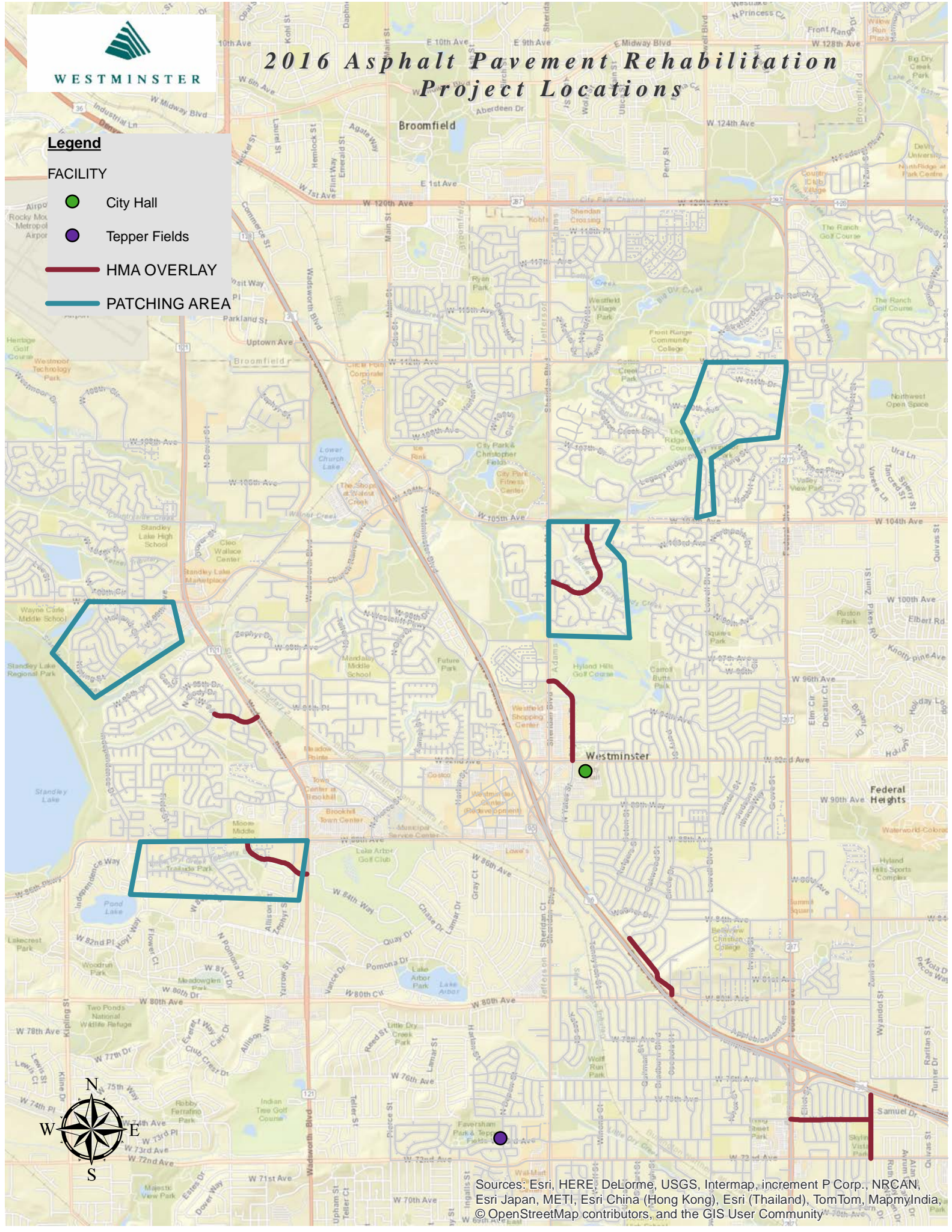
WESTMINSTER

# 2016 Asphalt Pavement Rehabilitation Project Locations

## Legend

### FACILITY

-  City Hall
-  Tepper Fields
-  HMA OVERLAY
-  PATCHING AREA



**Proposed 2016 Water Line  
Replacement List**

<u>Street</u>	<u>Description</u>	<u>Atlas</u>	<u>Footage</u>
<b><u>Canosa Ct.</u></b>	Fern Drive to 72nd	E9	1,625
<b><u>Clay Street</u></b>	Canosa Ct. and Fern Drive North to 72nd	E9	1,775
<b><u>Newton Street</u></b>	72nd Avenue south / east to end of street	E11	1,095
<b><u>Princeton Street</u></b>	Shaw Blvd to 88th Avenue	I11	1,500
<b><u>King Street</u></b>	Appleblossom Lane north to 79th Avenue	G10	360
<b><u>Knox Court</u></b>	Appleblossom Lane north to 79th Avenue	G10	710
<b><u>Julian Street</u></b>	Appleblossom Lane north to 79th Avenue	G10	830
<b><u>101st Avenue</u></b>	Yates Street east to 101st Place	M12	935
<b><u>101st Place</u></b>	Wolff Street south / east to 100th Court	M12	630
		<b>Total</b>	<b>9,460</b>





**Agenda Memorandum**

City Council Meeting  
April 11, 2016



**SUBJECT:** 2016 Asphalt Pavement Crack Seal Project Contract Change Order

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

**Recommended City Council Action**

Authorize the City Manager to execute a contract change order with A-1 Chipseal Company for the additional crack seal to be applied to residential roadways for 2016, in the amount of \$120,000, increasing the authorized expenditure amount with this contractor from the original contract amount of \$168,192 to \$288,192.

**Summary Statement**

- Crack sealing is one of the City's pavement management tools and is the most cost effective preventative maintenance strategy available in fighting asphalt pavement deterioration and prolonging pavement life.
- City Council previously authorized a 2016 project contract with A-1 Chipseal Company for the 2016 Asphalt Pavement Crack Seal Project on December 14, 2015, Item 8M, in the amount of \$168,192.
- Councillor's Bill No. 12 for the second reading, before City Council tonight, provides for a supplemental appropriation of funds to the 2015 budget of the General Capital Improvement Funds – Arterial Roadway Improvements, in the amount of \$500,000.
- Staff was directed to utilize these carryover funds on residential roadways in an effort to boost lagging residential pavement condition ratings.
- This change order will apply \$120,000 of the \$500,000 to fund crack seal application on an additional 286,648 square yards of residential streets, totaling 40 lane miles within nine subdivisions identified by the pavement management system.
- The remaining \$380,000 will be allocated as follows: \$280,000 to complete asphalt patching in residential areas, before City Council tonight, and \$100,000 earmarked for replacement of severely deteriorated concrete prior to the asphalt patching.
- Adequate funds were budgeted and are available for this expenditure.

**Fiscal Impact:** Estimated \$0 in revenues  
\$120,000 in expenses

**Source of Funds:** General Capital Improvement Fund  
– Arterial Roadway Improvements Capital Project



**Policy Issue**

Should City Council authorize a contract change order with A-1 Chipseal Company in the amount of \$120,000 for the additional crack seal to be applied to 41 lane miles of residential roadways?

**Alternative**

City Council could choose not to authorize this contract change order in the amount of \$120,000 to the 2016 Asphalt Pavement Crackseal Project contract and direct Staff to apply this funding to other rehabilitation strategies, such as chip seal, slurry seal or reconstruction, on targeted residential roadways. These alternate strategies are not recommended. By performing asphalt pavement crack seal on these identified roadways the City is preventing deterioration, boosting the ratings of the streets, and utilizing the most cost effective maintenance strategy available with these funds.

**Background Information**

Staff utilizing the City’s pavement management system has seen a recent steep decline in the overall condition of residential roadways. In an effort to boost these condition ratings, Staff is bringing before City Council a change order for the previously authorized 2016 Asphalt Pavement Crackseal Project with A-1 Chipseal Company on December 14, 2015, Item 8M, in the amount of \$168,192. Before City Council tonight for second reading is Councillor’s Bill No. 12 that provides for a supplemental appropriation of funds to the 2015 budget of the General Capital Improvement Fund – Arterial Roadway Improvements in the amount of \$500,000. Staff was directed to utilize this additional funding on residential roadways in an effort to boost and stabilize their pavement conditions.

The \$500,000 of additional funds will improve the overall pavement condition rating for residential roadways by completing additional crack sealing of 40 lane miles of residential roadways in the following residential neighborhoods; Quail Crossing, Silver Oaks, Quail Hill, Cheyenne Ridge, Arrowhead, Torrey Peaks, Meadowlark, Cedar Bridge and Legacy Ridge East. All of these areas have received preventative maintenance sealcoats in the last 5 years and by crack sealing these roadways now, the useful life of the sealcoat will be extended and the overall condition of the roadways will improve. The estimated cost to crack seal these areas is \$120,000. The Highland Greens, Westbrook and Legacy Ridge West neighborhoods are tentatively slated to receive pavement rehabilitation in the next three years and before this can take place, all pavement failures or severely distressed pavement areas must be patched. Completing the asphalt patching well in advance of planned rehabilitation will improve the overall condition of each street that is patched, and eliminate the need to patch the streets prior to the planned future rehabilitation. The estimated cost to complete asphalt patching in these residential areas is \$280,000 and is before City Council tonight. The remaining \$100,000 is earmarked for concrete replacement to address any areas of severely deteriorated curb, gutter or sidewalk encountered in the areas designated for asphalt patching.

The proposed City Council action helps achieve City Council’s Strategic Plan Goals of “Financially Sustainable Government Providing Excellence in City Services” and “Ease of Mobility” by providing well maintained, sustainable City infrastructure, and improving the bike-ability for the residents and guests of Westminster.

Respectfully submitted,

Donald M. Tripp  
City Manager












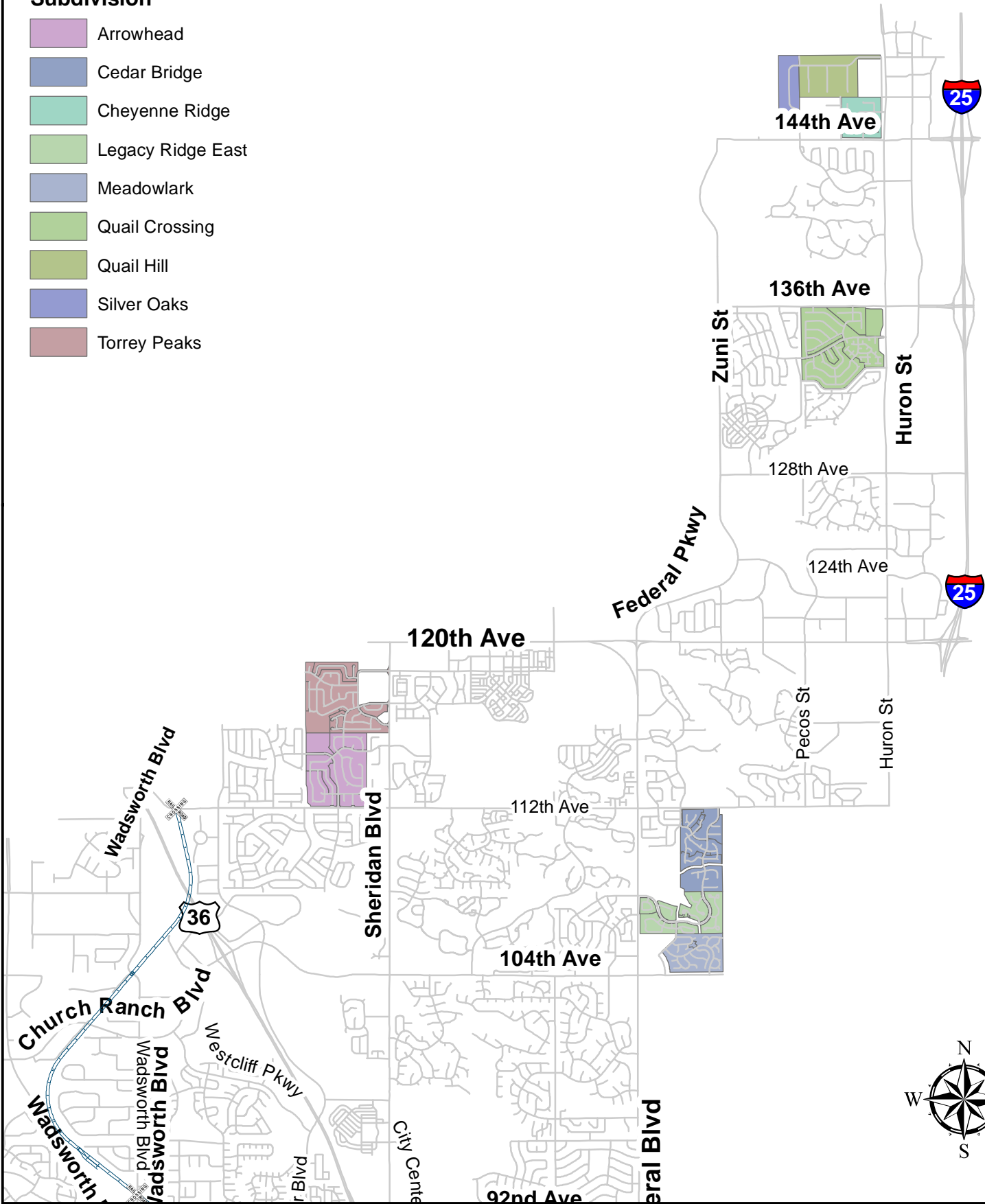
WESTMINSTER

# 2016 Additional Residential Crackseal Project Locations

## Legend

### Subdivision

-  Arrowhead
-  Cedar Bridge
-  Cheyenne Ridge
-  Legacy Ridge East
-  Meadowlark
-  Quail Crossing
-  Quail Hill
-  Silver Oaks
-  Torrey Peaks





Agenda Memorandum

City Council Meeting  
April 11, 2016



**SUBJECT:** Pressure Zone 3 Expansion Bid Package 2: Sunset Ridge Tank Demolition Contracts

**Prepared By:** Dan Strietelmeier, Senior Engineer  
Stephen Grooters, Senior Projects Engineer

**Recommended City Council Action**

1. Authorize the City Manager to execute a contract with the low bidder, Aslan Construction Incorporated, for construction services related to the Sunset Ridge Tank Demolition project, in the amount of \$384,990, plus a contingency amount of \$38,499, for a total authorized expenditure of \$423,489.
2. Authorize an amendment to the engineering contract with Burns and McDonnell Engineering Company, Inc. to provide services during construction in the amount of \$88,703, bringing the total authorized expenditure with this firm for work on the Pressure Zone 3 Expansion Project from the previously approved amount of \$2,917,681 to \$3,006,384.

**Summary Statement**

- Priority improvements to the City’s water system target a large, long-standing low-pressure area west of U.S. Highway 36 to Pierce Street and north of 88th Avenue to the Farmers’ High Line Canal.
- This low-pressure area will be connected to Pressure Zone 3, an adjacent section of the water distribution system (see attached map). The expansion of Pressure Zone 3 will allow the low-pressure area to meet the level of service experienced elsewhere in the system and will also relieve high demands currently placed on the existing Pressure Zone 3 infrastructure, thereby increasing system performance and redundancy for a significant portion of the City.
- One of the facilities to be demolished is the Sunset Ridge Water Tank, built in 1963. This water storage volume can be replaced with a larger-capacity elevated tank more economically than maintaining the existing tank, which is at the end of its useful life.
- Burns and McDonnell Engineering Company, Inc. recently completed the design of the tank demolition, and staff sent a Request for Bids to ten construction companies qualified for this type of construction work. Of the three bids received, Aslan Construction Incorporated was the lowest. Staff is recommending Aslan Construction Incorporated be awarded the construction contract.
- Burns and McDonnell Engineering Company Incorporated was selected through a competitive process for engineering services that anticipated negotiating contracts for services during construction. It is Staff’s assessment that the firm’s team provides the best value for services during project construction, given their successful performance and ability to streamline project tasks. Staff negotiated a competitive scope of work and fee with this team and is requesting City Council approval for the contract amendment.
- The Sunset Ridge Tank demolition is scheduled for the summer of 2016 when the adjacent Sunset Ridge Elementary School is out of session. Communication antennas will be relocated from the tank prior to demolition under a separate contract approved by City Council on March 28, 2016.
- Adequate funds were budgeted and are available for this project.

**Expenditure Required:** \$512,192

**Source of Funds:** Utility Capital Improvement Fund – Pressure Zone 3 Expansion Project

**Policy Issues**

- Should the City award the contract for the Sunset Ridge Tank Demolition project to Aslan Construction Incorporated (Aslan)?
- Should City Council authorize a contract amendment with Burns and McDonnell Engineering Company Incorporated (Burns and McDonnell) for engineering services during the Sunset Ridge Tank Demolition project?

**Alternatives**

1. City Council could decline to approve the contract and place the project on hold. This is not recommended as proceeding with the project addresses long-standing goals to increase the reliability and level of service in the City's water distribution system.
2. City Council could choose to rebid the project and possibly award the contract to another bidder. This is not recommended because the lowest bidder, Aslan, was selected through a valid competitive process, in which received bids were within a tight price-range. Staff has determined that Aslan provides the best value to the City based on their qualifications, experience, and bid price.
3. City Council could choose not to authorize an amendment with Burns and McDonnell and request engineering proposals for engineering services during construction. This is not recommended because Burns and McDonnell was originally selected through a competitive process that anticipated subsequent engineering services during construction. Staff affirms that this company provides the best value for this project based on its familiarity with the project requirements and the City infrastructure involved. In addition, Staff believes that its negotiated scope is competitive for the work and recommends that Burns and McDonnell be retained for engineering services during construction.

**Background Information**

Improvements to the City's water distribution system in Pressure Zone 3 in central Westminster have been a significant part of the utility master planning process for many years. The planned improvements include new water transmission mains, a new booster pump station, new water storage facilities, and demolition of old facilities at the end of their useful life. These improvements will connect areas of long-standing low pressures to existing adjacent infrastructure in Pressure Zone 3 that are set at higher pressures. The low-pressure area west of U.S. Highway 36 to Pierce Street and north of 88th Avenue to the Farmers High Line Canal will be connected to Pressure Zone 3, which lies directly to the east of the low-pressure area (see attached map). The overall intent of the Pressure Zone 3 Expansion Project is to improve portions of the distribution system to meet the level of service experienced elsewhere in the system for adequate water pressure, flow, redundancy, and stored water available for irrigation, firefighting, and emergencies.

City Council authorized a design contract and scope with Burns and McDonnell in September 2015 that included preparation of several individual bid packages for the various Pressure Zone 3 Expansion components. The first Pressure Zone 3 bid package was the contract to relocate communications equipment approved by City Council on March 28, 2016. The second bid package is this Sunset Ridge Tank Demolition project.

Engineering design for the Sunset Ridge Tank Demolition project phase was completed in February 2016, and requests for bids were sent to ten qualified contractors. The project team was aggressive with their outreach to the contracting community, and three bids were received on March 17, 2016.

Bids are summarized in the following table.

<b>Contractor</b>	<b>Bid Price</b>
Aslan Construction, Inc. (Aslan)	\$384,990
Fisher Construction, Inc.	\$389,571
Blackeagle Energy Services, LLC	\$759,270
Engineer's Estimate	\$340,000

A review of Aslan's bid indicated it was valid and reasonable for the scope of work. Aslan has previously worked on other City capital improvement projects, and all references were favorable. In addition, their bid includes an experienced elevated tank demolition subcontractor who was recommended to the City. It is Staff's assessment that the overall scope of work and pricing is in the best interest of the City, and Staff recommends Aslan be awarded the construction contract. Demolition is scheduled to begin after the communication equipment relocation is complete, with completion in August 2016.

Burns and McDonnell was selected for the preliminary design phase of the Sunset Ridge Tank Demolition project through a competitive process that anticipated subsequent engineering services during final design and construction. Following successful completion of this bid package's design in March, Staff negotiated a contract amendment with Burns and McDonnell for engineering services during construction in the amount of \$88,703. This will increase the Pressure Zone 3 Expansion project amount previously approved for this vendor from \$2,917,681 to \$3,006,384. For this bid package, Burns and McDonnell's scope also includes construction management services related to the communications relocation work as it directly relates to the tank demolition. Staff recommends executing a contract amendment with Burns and McDonnell based on the quality of its project work to date, its familiarity with existing conditions and the design of the repairs required, and its ability to streamline project tasks.

Completion of this project will help achieve the City's Strategic Plan Goal of "Financially Sustainable Government Providing Excellence in City Services" by contributing to the objective of well-maintained City infrastructure and facilities. This project also will help maintain a "Beautiful, Desirable, Safe and Environmentally Responsible City" by removing older facilities that have reached the end of their useful life.

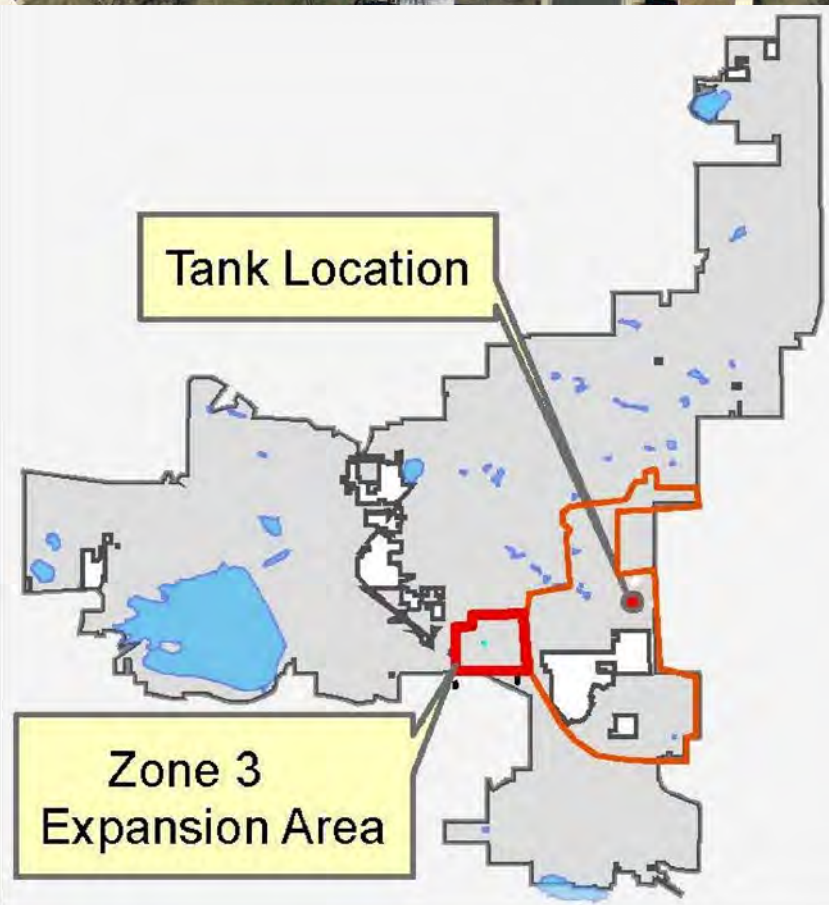
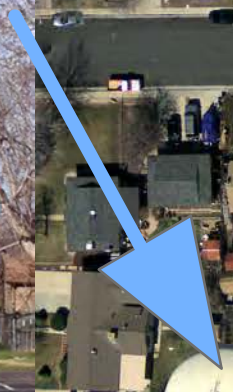
Respectfully submitted,

Donald M. Tripp  
City Manager

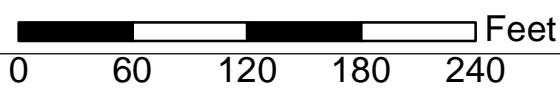
Attachment: Sunset Ridge Tank Map



# City of Westminster Sunset Ridge Tank



City of Westminster







## Agenda Item 8 L

### Agenda Memorandum

City Council Meeting  
April 11, 2016



**SUBJECT:** 72<sup>nd</sup> Avenue/Raleigh Street Bridge Replacement – Construction Engineering Services Contract Amendment

**Prepared By:** David W. Loseman, Assistant City Engineer

### Recommended City Council Action

Authorize the City Manager to execute a contract amendment with Jacobs Engineering Group, Inc in the amount of \$62,506 for additional construction engineering services on the 72<sup>nd</sup> Avenue/Raleigh Street Bridge Replacement Project, thus bringing this total contract amount to \$792,791.

### Summary Statement

- The construction of this project began in February 2015 and included the rehabilitation of 72<sup>nd</sup> Avenue from approximately Stuart Street to Bradburn Boulevard and the reconstruction of the bridge over Little Dry Creek at Raleigh Street. The project is expected to be completed by mid-May of 2016.
- The contractor for this complex project, Hamilton Construction, has exceeded the allowable contract time on the project which resulted in additional construction engineering costs that will be due to Jacobs Engineering. The cost of those additional services is \$62,506.
- It is necessary to amend the City's contract with Jacobs Engineering to pay the expense mentioned above, but these costs will be reimbursed by Hamilton Construction by a project deduct change order. Therefore, the City will not incur additional costs due to this overrun of time by the contractor. Adequate funds were budgeted and are available for this amendment until reimbursement is made by Hamilton Construction.

**Expenditure Required:** \$62,506

**Source of Funds:** General Capital Improvement Fund—72<sup>nd</sup> Ave/LDC Replace-CDOT



**Policy Issue**

Should the City amend the contract for construction engineering services for the 72<sup>nd</sup> Avenue/Raleigh Street Bridge Replacement Project with the Jacobs Engineering Group in order to front the additional services cost until reimbursement is received from the contractor?

**Alternative**

An alternative to this request is to finish the construction engineering through the use of City personnel. This alternative is not recommended due to Staff's current workload and the need to provide continuity with the required project documentation for this Federal aid project.

**Background Information**

As part of the continuing effort to revitalize the south Westminster area, in 2008, the City sponsored a planning study for the 72<sup>nd</sup> Avenue corridor, covering an area from Meade Street west to Utica Street. Much of the infrastructure there has been in service for over 40 years, and the corridor is characterized by narrow sidewalks, inadequate traffic operations facilities, aging water and sewer utilities and the clutter of overhead utility lines. The planning study was completed in 2009 by Jacobs Engineering Group after the company evaluated the existing conditions, reviewed alternatives and developed recommendations for future projects that would address these shortcomings.

Among those recommendations was the replacement of the concrete culvert that carries 72<sup>nd</sup> Avenue over Little Dry Creek at its intersection with Raleigh Street. This structure has had declining ratings in the bi-annual inspection program for off-systems bridges that is administered by the Colorado Department of Transportation (CDOT). While the structure remains serviceable, the study brought attention to its limited remaining life. The other major recommendation of the planning study was for Bradburn Boulevard to be realigned to intersect 72<sup>nd</sup> Avenue at Raleigh Street. There is now a 200-foot offset of these streets that reduces safety and causes operational problems at the two intersections. The realignment of Bradburn Boulevard to correct this condition could be addressed in a future capital improvement project.

In parallel with this evaluation, Staff of the City's Department of Public Works and Utilities investigated the condition of water and sewer systems in the area. While some replacement of water and sewer is occasioned by the bridge replacement itself, the project also presented an opportunity to replace and repair utility systems in the same general project area. That concept was refined during the preliminary design, and certain utility system upgrades were incorporated into the first phase of the 72<sup>nd</sup> Avenue corridor improvements.

For several years, the Colorado Municipal League has sponsored applications to CDOT's Special Highway Committee for federal funding to replace bridges where CDOT's off-system bridge inspection program had found highly-deficient structures. The Little Dry Creek culvert met those criteria, and in 2009, the City was successful in securing a grant in the amount of \$1.1 million. That success was repeated in 2010 when the Special Highway Committee authorized another \$743,000 for the bridge replacement. The combined grant was programmed for 2013, and it required matching funds of \$461,000 from the City. The plan review and administration of the federal funding must be coordinated through CDOT, which is a tedious task that requires specialized knowledge from the construction engineering consultant selected for this project. Jacobs Engineering has been successfully fulfilling this role throughout the construction of the project.

The construction of the project began in February 2015, and the completion is anticipated in mid-May 2016, which is several months past the contract date. The effect of this delay in completing the project is the need to amend the City's contract with Jacobs Engineering to cover the additional services cost. Since the project delays are the responsibility of Hamilton Construction, this contractor will be required to reimburse the City for these costs. This will be accomplished by executing a project change order with Hamilton Construction that will deduct the contract amendment amount of \$62,506.

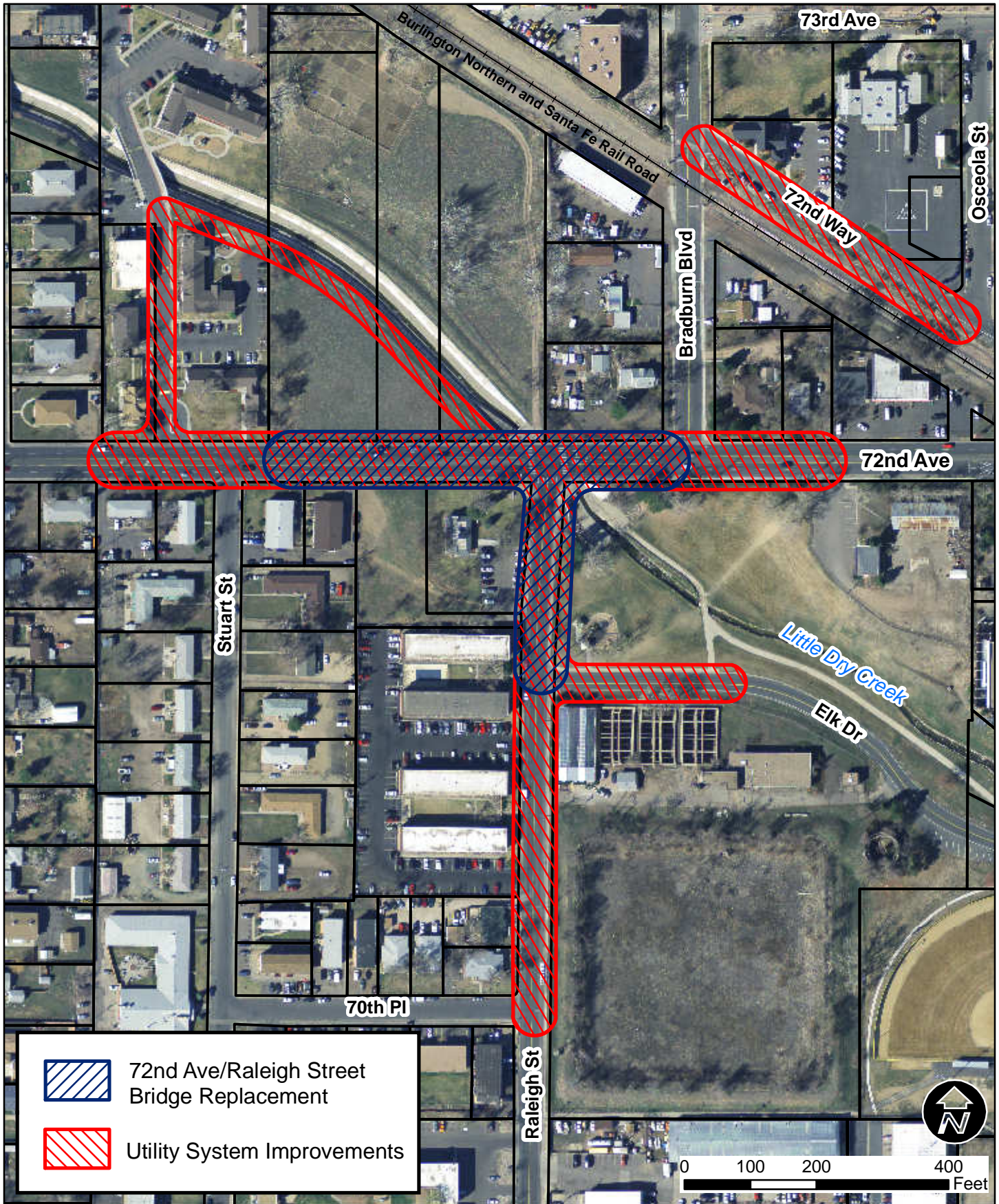
The award of the amended contract for construction engineering services for the 72<sup>nd</sup> Avenue/Raleigh Street bridge replacement supports City Council's goals of a *Dynamic, Diverse Economy* and a *Beautiful, Desirable, Safe and Environmentally Responsible City* by providing improved public infrastructure in the southern portion of Westminster.

Respectfully submitted,

Donald M. Tripp  
City Manager

Attachment - Project Map

# 72nd Avenue/Raleigh Street -Project Area-







# Agenda Item 8 M

## Agenda Memorandum

City Council Meeting  
April 11, 2016



**SUBJECT:** Westminster Station, Phase One Infrastructure Project - Construction Engineering Services Contract Contingency

**Prepared By:** Seth Plas, Senior Engineer

### Recommended City Council Action

Authorize additional contingency in the amount of \$59,736 for construction engineering services from Martin/Martin, Inc. for the Westminster Station, Phase One Infrastructure project, thus yielding a total contract authorized expenditure of \$340,272

### Summary Statement

- On July 27, 2015, the City Council approved a contract with Martin/Martin, Inc in the amount of \$255,033, plus a contingency of \$25,503, for a total authorized expenditure of \$280,536. The contract provided for construction engineering services for the Westminster Station, Phase One Infrastructure project. This construction included Westminster Station Drive, Hooker Street and the North Station Plaza, which satisfied the requirements of the Intergovernmental Agreement (IGA) between the City and the Regional Transportation District (RTD) pertaining to the Westminster Station.
- Due to the complexities of the radial seat and stair walls in the north plaza portion of this project, additional design and review were required on all 53 wall sections. This level of detail would not likely have been achieved in the design phase. It took a collaborative effort from both Martin/Martin and the contractor, Concrete Express, Inc. (CEI) to provide the City with its vision for the plaza area.
- Increased coordination efforts with Xcel Energy and Burlington Northern/Santa Fe (BNSF) to relocate an electric line conflict and extend a drainage culvert under the rail tracks, respectively, led to increased construction engineering services.
- The additional contingency is requested as Martin/Martin’s contract is projected to exceed the authorized expenditure because of the extra work associated with the unforeseen complexity and coordination of the construction activities.
- Staff recommends the authorization of additional contingency to sustain construction engineering services throughout the remaining project schedule.

**Expenditure Required:** \$59,736 (\$340,272 total authorize expenditure)

**Source of Funds:** General Capital Improvement Fund  
– Westminster Station North

**Policy Issue**

Should the contract contingency be increased for the construction engineering services with Martin/Martin, Inc. for the Westminster Station, Phase One Infrastructure project?

**Alternative**

An alternative to the recommended action is to not increase the contract contingency for construction engineering services with Martin/Martin. However, the contract fee and contingency limits will be reached before the completion of construction. If this were to occur, the owner's onsite representation would be drastically decreased.

Another alternative is to increase staff presence on the construction site. However, due to current staff workload, this would jeopardize staff involvement in other projects that require attention.

Staff recommends the authorization of additional contingency for the construction engineering services contract with Martin/Martin for the Westminster Station, Phase One Infrastructure project.

**Background Information**

In June 2012, City Council approved an intergovernmental agreement (IGA) with the Regional Transportation District (RTD) that describes the parties' responsibilities for designing and building Westminster Station, the commuter rail station to be located at approximately 70<sup>th</sup> Avenue and Irving Street. Through its concessionaire, Denver Transit Partners (DTP), RTD will be responsible for all track work, the station platform and the pedestrian tunnel. These features will allow rail users to pass from the Transit-Oriented Development (TOD) area to the station platform. As part of RTD's Eagle P3 Program, rail service for this short portion of the Northwest Rail Line is intended to open in late 2016. The program includes service along the East Corridor (to Denver International Airport) and the Gold Line (to Arvada and Wheat Ridge).

Under the same IGA, the City is responsible for providing streets and utility infrastructure sufficient to support station operations. More specifically, this project extends Hooker Street from south of 71<sup>st</sup> Avenue to the proposed north plaza and continuing east along proposed Westminster Station Drive to Federal Boulevard. In addition, the project includes lighting, stair and seat walls, sidewalk on the south side of Westminster Station Drive, and landscaping.

On July 27, 2015, the City Council authorized a contract with Martin/Martin for the construction engineering services for this project with a total expenditure of \$280,536. These services included construction inspection, pay application review, materials testing, and submittal document review. Martin/Martin staff has provided construction engineering services for the duration of this project. Staff has been pleased with the quality of the consultant's service, to date.

Due to the complexity of the stair and seat walls that surround the plaza area, additional design and review that was unforeseen at the beginning of this project was required. To accurately construct these walls, all 53 wall sections needed to be drawn individually with detailed elevation points and then thoroughly reviewed. These walls are more intricate than typical retaining walls. Numerous connected components make these walls more difficult to construct, such as:

- wall curvature
- sloping walkways
- trench drains for stormwater runoff
- light bollards adjacent to the stairs
- concrete ledge for stone masonry installation

To achieve this level of accuracy with all these detailed components, the contractor, Concrete Express, Inc. (CEI), and Martin/Martin worked collaboratively to ensure that the construction crews could build the plaza walls according to the overall plaza design. Knowing how specific and detailed the contractor required each wall layout for proper construction, this level of detail would not likely have been achieved in the design phase. It took a collaborative effort from both Martin/Martin and CEI to provide the City with its vision for the plaza area north of the station tracks. With the numerous construction activities in the TOD area, increased effort and coordination were necessary for construction items such as Xcel electric line relocation, extending a drainage culvert under the Burlington Northern/Santa Fe (BNSF) rail tracks, and value engineering the stone veneer change order approved by City Council on January 25, 2016.

Martin/Martin's contract is projected to exceed the authorized expenditure amount by the end of the project because of the unforeseen hours spent to ensure the quality of the plaza construction and additional coordination. Staff recommends authorizing the increased contingency for Martin/Martin's construction engineering services contract in the amount of \$59,736. When added to the existing authorized expenditure of \$280,536, this increases the total authorized contract expenditure to \$340,272. This is approximately 5% of the current total construction contract, which is very reasonable for this type of construction engineering services.

The project scope, to accommodate commuter rail transit within the City of Westminster and prepare for the eventual implementation of TOD elements in the vicinity of the station, meets the City Council goals of *Dynamic, Diverse Economy, Excellence in City Services* and *Ease of Mobility*.

Respectfully submitted,

Donald M. Tripp  
City Manager

Attachment - Vicinity Map





Irving St

W 71st Ave

Hooker St

WEST 71st AVE

Grove St

 Unincorporated  
 Westminster City Limit

**Project Area**

Hooker St

PARKING STRUCTURE

PERMANENT BUS TRANSFER FACILITY

Grove St

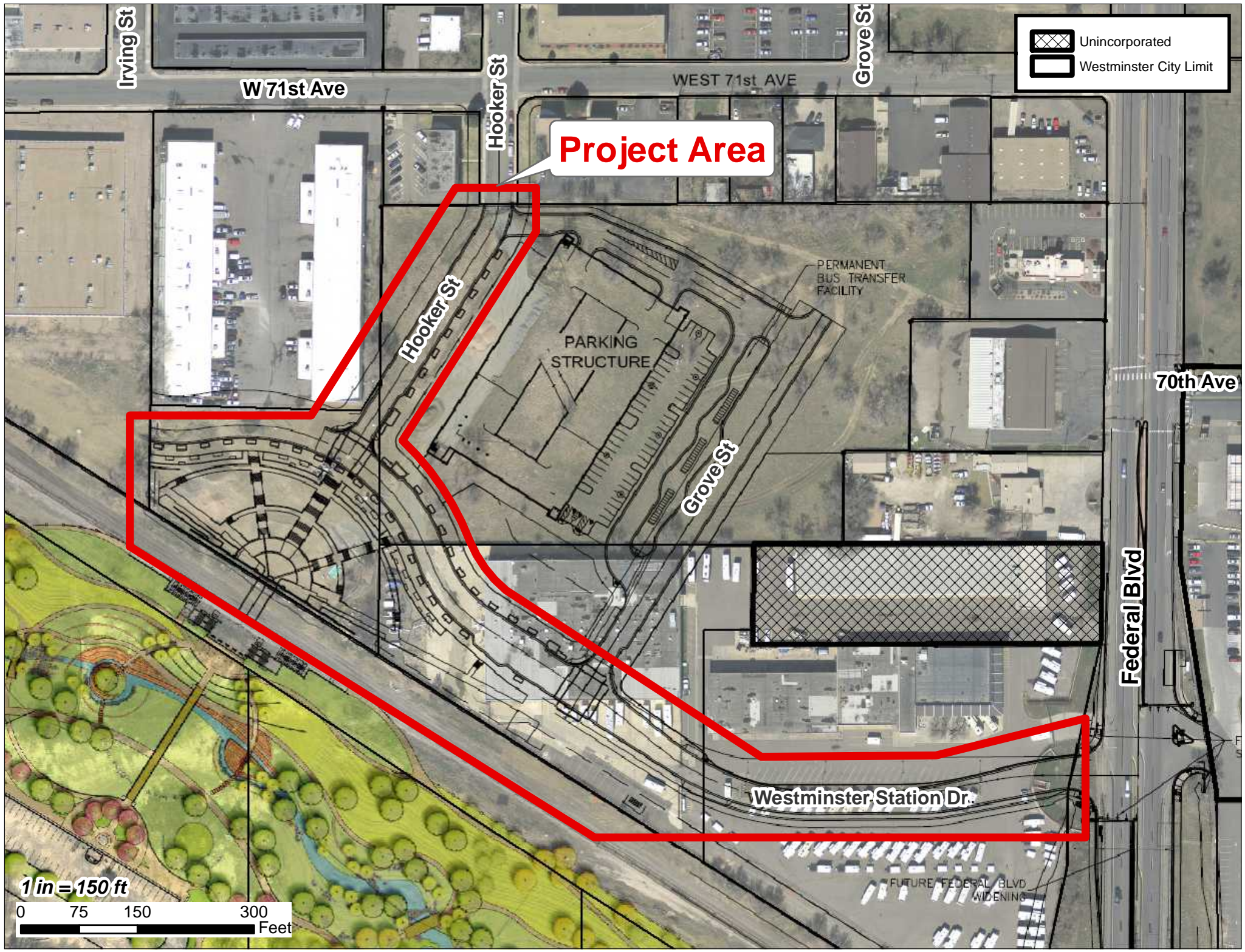
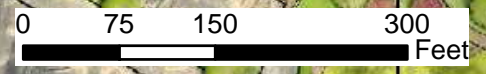
70th Ave

Federal Blvd

Westminster Station Dr.

FUTURE FEDERAL BLVD WIDENING

1 in = 150 ft







Agenda Memorandum

City Council Meeting  
April 11, 2016



**SUBJECT:** Second Reading of Councillor’s Bill No. 10 re Shoenberg Farms Commercial Planned Unit Development Comprehensive Plan Amendment

**Prepared By:** Patrick Caldwell, AICP, Senior Planner

**Recommended City Council Action**

Pass Councillor’s Bill No. 10 on second reading approving a Comprehensive Plan Amendment for the part of the Shoenberg Farms Commercial Planned Unit Development that is platted as Lot 11, 12, 13 and a portion of Lot 14B. This combined parcel is to be referenced as Lot 14C. The CP Amendment in the Shoenberg Farms Commercial Planned Unit Development changes the designation of Lot 14C from Mixed Use to an R-18 land use designation. The proposed amendment is in compliance with the overall purpose and intent of the Comprehensive Plan.

**Summary Statement**

- The Comprehensive Plan amendment to change from Mixed Use to R-18 removes the requirement for residential uses to have a vertical mix of uses with a .10 Floor Area Ratio of commercial use.
- The property is currently zoned Planned Unit Development (PUD), and this will not change.
- The Preliminary Development Plan (PDP) is proposed to be amended to:
  - Combine several lots into a 4.5 acre lot, labeled as Lot 14C for the proposed senior housing development;
  - Create a new lot, labeled as Lot 14D, from the remnant of a larger Lot 14B,
  - Transfer a drive through use from Lot 2 to Lot 9; and
  - Shift the location of the north to south drive aisle to the west and relocate the access to 73<sup>rd</sup> Avenue for Lot 14A to this new drive aisle.
- The applicant for the new Lot 14C, Jefferson County Housing Authority (JCHA), proposes to construct 72 units of affordable senior housing in a 3-story building with 110 surface parking spaces. There is a mix of affordable rental units.

**Expenditure Required:** \$0  
**Source of Funds:** N/A

Respectfully submitted,

Donald M. Tripp  
City Manager

Attachment: Comprehensive Plan Ordinance (Exhibit A, Exhibit B)

BY AUTHORITY

ORDINANCE NO. **3825**

COUNCILLOR'S BILL NO. **10**

SERIES OF 2016

INTRODUCED BY COUNCILLORS  
**Seitz – De Cambra**

**A BILL  
FOR AN ORDINANCE AMENDING THE WESTMINSTER  
COMPREHENSIVE PLAN**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

a. That an application for an amendment to the Westminster Comprehensive Plan has been submitted to the City for its approval, pursuant to W.M.C. §11-4-16(D), for the properties described in attached Exhibit A, incorporated herein by reference, requesting a change in the land use designations from Mixed Use to R-18 for the 4.5 acre parcel generally located south of 73rd Avenue and east of Sheridan Boulevard.

b. That such amendment has been referred to the Planning Commission, which body held a public hearing thereon on March 8, 2016 after notice complying with W.M.C. §11-4-16(B) and has recommended approval of the requested amendment.

c. That notice of the public hearing before Council has been provided in compliance with W.M.C. §11-4-16(D).

d. That Council, having considered the recommendations of the Planning Commission, has completed a public hearing and has accepted and considered oral and written testimony on the requested amendment.

e. That the requested amendment will further the public good and will be in compliance with the overall purpose and intent of the Comprehensive Plan, particularly the policies that encourage residential development adjacent to and within walking distance to commercial and public services; higher density residential development in mixed use neighborhoods, and; provision of a range of affordability and housing types within new neighborhoods.

Section 2. The City Council approves the requested amendment and authorizes City Staff to make the necessary changes to the map and text of the Westminster Comprehensive Plan to change the designation of the property more particularly described on attached Exhibit A from Mixed Use to R-18, as depicted on the map attached as Exhibit B.

Section 3. Severability: If any section, paragraph, clause, word or any other part of this Ordinance shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, such part deemed unenforceable shall not affect any of the remaining provisions.

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

Section 5. 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 28th day of March 2016.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 11<sup>th</sup> day of April, 2016.

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Mayor

ATTEST:

---

City Clerk

APPROVED AS TO LEGAL FORM:

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City Attorney's Office

Exhibit A

LEGAL DESCRIPTION

A PARCEL OF LAND BEING LOTS 11, 12 & 13, SHOENBERG FARMS COMMERCIAL AND A PORTION OF LOT 14B, FIRST REPLAT OF SHOENBERG FARMS COMMERCIAL LOCATED IN THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, CITY OF WESTMINSTER, JEFFERSON COUNTY, COLORADO. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 14B, OF THE FIRST REPLAT OF SHEOENBERG FARMS COMMERCIAL, RECEPTION NO. 2009040529, RECORDED MAY 5, 2009, SAID POINT ALSO BEING THE POINT OF BEGINNING.

THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY OF WEST 73<sup>RD</sup> AVE. THE FOLLOWING FIVE COURSES:

1. N89°38'50"E A DISTANCE OF 236.68 FEET TO A POINT OF CURVATURE;
2. THENCE 92.96 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 224.00 FEET, A CENTRAL ANGLE OF 23°46'37" AND A CHORD WHICH BEARS N77°45'32"E A DISTANCE OF 92.29 FEET TO A POINT OF TANGENCY;
3. THENCE N65°52'13"E A DISTANCE OF 60.09 FEET;
4. THENCE 62.09 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 145.00 FEET, A CENTRAL ANGLE OF 24°32'09" AND A CHORD WHICH BEARS N78°08'17"E A DISTANCE OF 61.62 FEET;
5. THENCE S89°35'38"E A DISTANCE OF 14.72 FEET TO THE NORTHWEST CORNER OF LOT 14A, FIRST REPLAT OF SHOENBERG FARMS COMMERCIAL;

THENCE ALONG THE WESTERLY LINE OF SAID LOT 14A, S00°24'22"W A DISTANCE OF 153.82 FEET;

THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 14A, S88°57'24"E A DISTANCE OF 4.44 FEET;

THENCE ALONG THE EASTERLY LINE OF SAID LOTS 14B AND 13 THE FOLLOWING THREE COURSE:

1. S00°24'22"W A DISTANCE OF 152.46 FEET;
2. THENCE S11°01'42"W A DISTANCE OF 24.42 FEET;
3. THENCE S00°24'22"W A DISTANCE OF 50.00 FEET;

THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 13 THE FOLLOWING TWO COURSES:

1. N89°35'38"W A DISTANCE OF 34.22 FEET;
2. THENCE S79°14'14"W A DISTANCE OF 114.00 FEET;

THENCE ALONG THE EASTERLY LINE OF SAID LOT 12, S10°45'46"E A DISTANCE OF 40.68 FEET;

THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 12, N89°35'38"W A DISTANCE OF 217.01 FEET TO THE NORTHEAST CORNER OF SAID LOT 11;

THENCE ALONG THE EASTERLY LINE OF SAID LOT 11, S00°25'51"W A DISTANCE OF 210.74 FEET TO THE NORTHERLY RIGHT OF WAY OF WEST 72<sup>ND</sup> AVE;

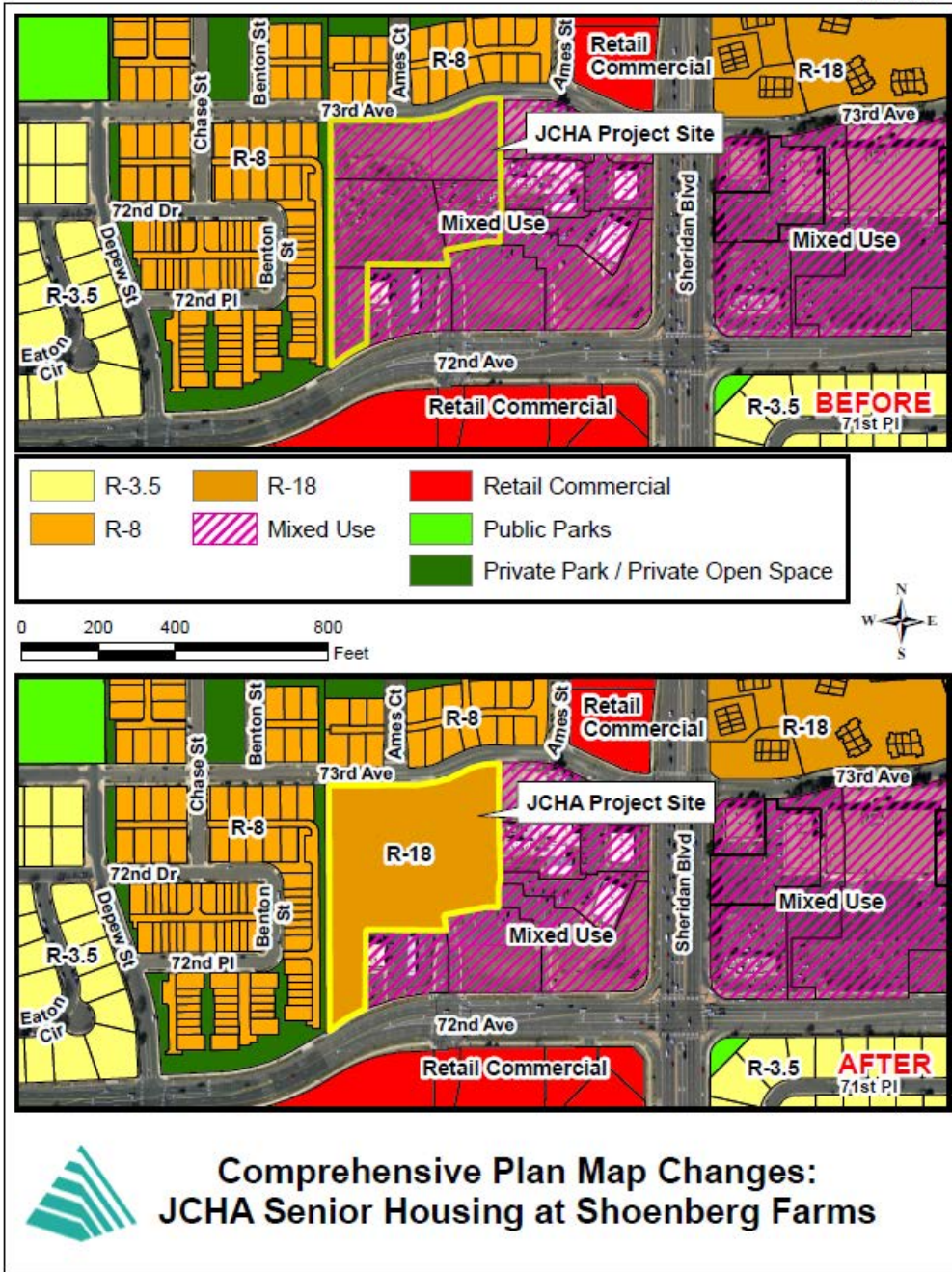
THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 72<sup>ND</sup> AVE 62.90 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 521.87 FEET, A CENTRAL ANGLE OF 6°54'22" AND A CHORD WHICH BEARS S62°08'50"W A DISTANCE OF 62.87 FEET

THENCE S53°00'51"W A DISTANCE OF 49.15 FEET TO THE WESTERLY LINE OF SAID LOT 11;

THENCE ALONG THE WESTERLY LINE OF SAID LOT 11 N00°09'30"W A DISTANCE OF 270.37 FEET;

THENCE ALONG THE WESTERLY LINE OF SAID LOTS 12 AND 14B N00°10'38"W A DISTANCE OF 380.95 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 4.511 ACRES (196,512 SF) MORE OR LESS.







**Agenda Memorandum**

City Council Meeting  
April 11, 2016



**SUBJECT:** Second Reading of Councillor's Bill No. 11 re Supplemental Appropriation of Federal Grant Funds for the Little Dry Creek Trail: Federal to Lowell Project

**Prepared By:** Seth Plas, Senior Engineer

**Recommended City Council Action**

Pass Councillor's Bill No. 11 on second reading appropriating grant monies to be received from the Colorado Department of Transportation for the Little Dry Creek Trail, Federal to Lowell project and the contribution to be received from Adams County for the Little Dry Creek Trail, Federal to Lowell project.

**Summary Statement**

- This Councillor's Bill was passed on first reading on March 28, 2016
- In 2012, City Staff, in collaboration with Adams County, applied for and was awarded a Denver Regional Council of Governments (DRCOG) grant to construct a 10-foot wide concrete trail connecting to the Little Dry Creek regional trail system and a pedestrian bridge allowing access to the Westminster Station platform from the proposed Creekside Drive.
- The federal funding is received in the form of reimbursements after the City makes payments to the contractor. Per an intergovernmental agreement, the City will manage the project with reimbursement from Adams County upon completion of the work. City Council action is necessary to appropriate the grant funds in advance through the attached ordinance.
- Council action is requested to appropriate federal funds to be received from CDOT and contributing funds to be received from Adams County for this project.

**Expenditure Required:** \$1,030,000

**Source of Funds:** DRCOG (\$824,000);  
Adams County contribution (\$125,000); and  
General Capital Improvement Fund – DRCOG LDC Trail: Fed to Lowell  
(\$81,000)

Respectfully submitted,

Donald M. Tripp  
City Manager

BY AUTHORITY

ORDINANCE NO. **3826**

COUNCILLOR'S BILL NO. **11**

SERIES OF 2016

INTRODUCED BY COUNCILLORS  
**Bird - Baker**

**A BILL**

**FOR AN ORDINANCE AMENDING THE 2016 BUDGET OF THE GENERAL CAPITAL IMPROVEMENT FUND AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2016 ESTIMATED REVENUES IN THE FUNDS**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2016 appropriation for the General Capital Improvement Fund initially appropriated by Ordinance No. 3737 is hereby increased by \$949,000. This appropriation is due to the receipt of federal grant funds from the Colorado Department of Transportation and Adams County funds as the result of an Intergovernmental Agreement regarding the Little Dry Creek Trail: Federal to Lowell project in the amount of \$824,000 and a contribution from Adams County in the amount of \$125,000.

Section 2. The \$949,000 increase shall be allocated to City Revenue and Expense accounts as described in the City Council Agenda Item 10 G, dated March 28, 2016, (a copy of which may be obtained from the City Clerk) increasing City fund budgets as follows:

General Capital Improvement Fund	<u>\$949,000</u>
Total	<u>\$949,000</u>

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

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 28th day of March, 2016.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 11th day of April, 2016.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



Agenda Memorandum

City Council Meeting  
April 11, 2016



**SUBJECT:** Second Reading of Councillor’s Bill No. 12 re 2015 4th Quarter Budget Supplemental Appropriation

**Prepared By:** Dawn Peters, Accountant

**Recommended City Council Action**

Pass Councillor’s Bill No. 12 on second reading, providing for a supplemental appropriation of funds to the 2015 Budget of the General, Utility Rate Stabilization Reserve, Storm Drainage, Sales and Use Tax, and General Capital Improvement Funds.

**Summary Statement**

- City Council action is requested to adopt the attached Councillor’s Bill on second reading, authorizing a supplemental appropriation to the 2015 Budget of the General, Utility Rate Stabilization Reserve (RSR), Storm Drainage, Sales and Use Tax, and General Capital Improvement (GCIF) Funds.
  - General Fund amendments total: \$ 600,989
  - Utility Rate Stabilization Reserve amendments total: \$ 106,185
  - Storm Drainage amendments total: \$ 4,552
  - Sales and Use Tax Fund \$3,730,324
  - General Capital Improvement Fund \$4,718,031
- This Councillor’s Bill was approved on first reading on March 28, 2016.

**Expenditure Required:** \$9,160,081

**Source of Funds:** The funding sources for these budgetary adjustments include permit & conference center fees, reimbursements, program revenue, grants, rebates, interest earnings, reserve funds, carryover, sales & use taxes, accommodations taxes, contributions, and transfers.

Respectfully submitted,

Donald M. Tripp  
City Manager

Attachment – Ordinance

BY AUTHORITY

ORDINANCE NO. **3827**

COUNCILLOR'S BILL NO. **12**

SERIES OF 2015

INTRODUCED BY COUNCILLORS  
**Pinter - Garcia**

**A BILL**

**FOR AN ORDINANCE AMENDING THE 2015 BUDGETS OF THE GENERAL, UTILITY RATE STABILIZATION RESERVE, STORM DRAINAGE, SALES AND USE TAX, AND GENERAL CAPITAL IMPROVEMENT FUNDS, AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2015 ESTIMATED REVENUES IN THE FUNDS**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2015 appropriation for the General, Water, Utility Rate Stabilization Reserve, Wastewater, Legacy Ridge, Heritage at Westmoor, Storm Drainage, Sales and Use Tax, and General Capital Improvement Funds, initially appropriated by Ordinance No. 3737 is hereby increased in aggregate by \$9,160,081. This appropriation is due to the receipt of funds from permit & conference center fees, reimbursements, program revenue, grants, rebates, interest earnings, reserve funds, carryover, sales & use taxes, accommodations taxes, contributions, and transfers.

Section 2. The \$9,160,081 increase shall be allocated to City Revenue and Expense accounts as described in the City Council Agenda Item 10 H dated March 28, 2016, (a copy of which may be obtained from the City Clerk) amending City fund budgets as follows:

General Fund	\$600,989
Utility Rate Stabilization Reserve Fund	106,185
Storm Drainage	4,552
Sales and Use Tax Fund	3,730,324
General Capital Improvement Fund	<u>4,718,031</u>
Total	<u>\$9,160,081</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 28<sup>rd</sup> day of March, 2016.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 11<sup>th</sup> day of April, 2016.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



## Agenda Item 10 A & B

### Agenda Memorandum

City Council Meeting  
April 11, 2016



**SUBJECT:** Cooperation Agreement and Councillor's Bill No. 13 re Lease Agreement with the South Westminster Arts Group

**Prepared By:** Ryan Johnson, Senior Projects Coordinator

### Recommended City Council Action

1. Authorize the City Manager to execute a Cooperation Agreement, in substantially the same form as attached, with the Westminster Housing Authority and the South Westminster Arts Group relative to promoting and providing arts and cultural activities and programming in the south part of Westminster.
2. Pass Councillor's Bill No. 13 on first reading authorizing the execution of a lease agreement in substantially the same form as attached for property located at 7287 Lowell Boulevard.

### Summary Statement

- Over the last several years, the Westminster Housing Authority (WHA) has leased the South Westminster Arts Group (SWAG) two properties in support of community arts programming. The Rodeo Market building at 3915 W. 73<sup>rd</sup> Avenue has been run by SWAG as a community center and gallery, and a building at and 7287 Lowell Boulevard has been used as a theater.
- The City recently took ownership of the property at 7287 Lowell Boulevard from the WHA that has previously been leased to SWAG for a community theater.
- SWAG is proposing to continue operation of the theater at 7287 Lowell Boulevard by entering into a lease with the City to utilize the building through March 31, 2017. Upon approval of a lease, SWAG would sublease the premises to the Germinal Stage theater company that will conduct a full season of theatrical performances.
- SWAG is also proposing to enter into a Cooperation Agreement with the City of Westminster and the WHA, as attached, to facilitate the development of arts and cultural programs and activities.
- While the Cooperation Agreement notes that the WHA would provide SWAG with a cash grant of \$8,000 to assist in paying for utilities, it imposes no direct financial funding obligation on the City of Westminster other than incurring the cost to maintain and repair the facility.

**Expenditure Required:** Estimated expenses not to exceed \$500.00  
Estimated \$0 in revenues

**Source of Funds:** General Fund-Buildings Operation & Maintenance Operating Budget

**Policy Issue**

Should the City of Westminster enter into Cooperation and Lease Agreements with SWAG to promote and provide arts and cultural activities and programming in South Westminster?

**Alternatives**

1. Do not approve the Agreements. Staff recommends that this alternative not be given consideration as the future success of SWAG in its endeavors to promote and conduct arts and cultural activities and programs will continue to require cooperation and coordination with the City.
2. Approve the Agreements with modifications. While this may be a practical alternative, Staff believes the Agreement as proposed provides a judicious level of support to facilitate implementation of SWAG's programs and activities.

**Background Information**

The City of Westminster initiated the South Westminster revitalization efforts in 1997 with the redevelopment of the Westminster Plaza Shopping Center. The South Westminster Strategic Revitalization Plan was thereafter prepared and approved by City Council on January 22, 2001. Significant revitalization success has been made with implementation of the plan having led to several street enhancement projects, and park and library improvements as well as setting the stage to facilitate and encourage other redevelopment in the area.

As another implementation effort, the City saw an opportunity in pursuing and developing arts and cultural programming as a means of attracting new residents and businesses, while also providing activities and events for the existing neighborhood population. In pursuit of this goal, an effort was made to increase the non-profit capacity in the South Westminster neighborhood to support the City promoting the arts and creating business incubator opportunities. The result of this effort was the creation of the South Westminster Arts Group (SWAG), which works with local Westminster artists to create and sustain a community-based arts network. SWAG was formed in 2007.

Concurrent with the creation of SWAG, the WHA made two properties it owns, the Vehicle Service Center (VSC) building at 7287 Lowell Boulevard and the Rodeo Market property at 3915 West 73<sup>rd</sup> Avenue, available for creating a 50-seat community theater and community arts and cultural center. Accordingly, the VSC was converted into the theater and the interior of the Rodeo Market building was remodeled and its historic exterior front façade restored to accommodate a gallery and class space. Upon completion of the improvements, SWAG opened and operated the gallery and conducted classes in the space. SWAG has been operating out of the Rodeo Market building for the past 5 years. SWAG remains instrumental in operating the community arts center and finding theater companies to provide performances. SWAG's endeavors have also helped attract artists and art galleries that have opened nearby, which participate in an organized monthly art walk and other arts related programs throughout the year. SWAG plans and hosts the annual Fall Orchard Festival and participates in the Spring Jazz Festival, both of which have continued to grow in vendor and attendee participation. SWAG also coordinates and sponsors the sculpture exhibit in the park adjacent to the Rodeo Market.

In support of SWAG's endeavors, the WHA has leased the Rodeo Market facility to SWAG since 2008 to serve as an art gallery and community center. The WHA has also made the VSC facility available to SWAG to serve as a community theater. Beginning in 2013, the WHA also began providing SWAG with a grant of between \$8,000 and \$10,000 to assist the organization pay for its water, gas and electrical utilities. The City in more recent years has increased its in-kind support towards SWAG providing assistance in planning for and staging the Orchard Festival, coordinating the marketing and promotion of activities a variety of activities and events, and responding to grounds and facility maintenance needs. In accordance with this increased level of WHA and City support, a cooperation agreement was approved in 2014, which provided a formal framework for future cooperation. Staff is proposing that the City renew its support towards SWAG and its related activities by entering into the proposed Cooperation Agreement for 2016-2017.



Under the proposed Agreement, the WHA would be responsible for the leasing of the Rodeo Market and providing a grant of \$8,000 to SWAG. The grant from the WHA would be used towards payment for water, electrical and gas bills relative to utilization of the Rodeo Market building. By receiving the grant, SWAG will be better positioned to receive grant funding from the Scientific and Cultural Facilities District (SCFD), which requires evidence of a local cash contribution to the non-profit seeking grant funding. During 2015, SWAG was successful in securing its first SCFD grant funding. This grant funding has been used in part to hire SWAG's first part time employee who helps with the day-to-day operations of SWAG. Looking forward, SWAG will continue to seek opportunities to apply for additional grant funding through organizations like SCFD.

The City of Westminster purchased the property at 7287 Lowell Boulevard from the WHA on December 31, 2015. Accordingly, pursuant to the proposed Cooperation Agreement, the City would agree to lease the premises at 7287 Lowell Boulevard to SWAG for the purpose of using the space as a community theater. In 2014, SWAG was successful in attracting the Germinal Stage theater company to conduct several theatrical productions. Germinal Stage is a well-respected and reputable company in the Denver community theater scene, and was well received and performances well attended at the Lowell Boulevard location. The company proprietor is very excited to continue his relationship with the City of Westminster at this particular location for the upcoming and future seasons. Accordingly, he has expressed his intent to enter into a sublease with SWAG to again utilize the theater space at 7287 Lowell Boulevard subject to SWAG being able to lease the building from the City. Germinal Stage prefers the sublease arrangement with SWAG, rather than leasing the premises directly from the City, due to the company's limitations on meeting the City's insurance requirements. SWAG can more readily meet the City's insurance requirements.

In addition to the lease provision, the City of Westminster's other responsibilities under the proposed Agreement pertain primarily to a working relationship between City staff and the SWAG Board. Those responsibilities include:

- The City would appoint a City representative to serve on the SWAG Board of Directors. John Carpenter, Community Development Director, has been serving as the City's representative to the SWAG Board representative in 2014.
- The City would support SWAG in its efforts to secure funding from the Scientific and Cultural Facilities District (SCFD);
- The City would provide logistical and coordination support, and equipment as available, such as a performance stage, relative to planning for and conducting the Orchard Festival; and,
- City staff would work cooperatively with SWAG to market and implement its programs.

The Agreement would also provide for the City to waive City fees pertaining to the planning and permitting of any events or activities, as applicable and permissible. By entering into the Agreement, the City of Westminster has no responsibility for providing direct financial resources to SWAG, other than providing maintenance and repairs to the facility.

As a condition for receiving assistance from the City and WHA, SWAG would provide the City with data and information pertaining to its operations and activities during the year, including copies of Board meeting minutes, a budget, an annual report and financial statements.

The approval of the proposed lease to SWAG meets the City's Strategic Plan Goal of creating "*Vibrant, Inclusive and Engaged*" by supporting and leading the development of cultural activities and opportunities in Westminster.

Respectfully submitted,

Donald M. Tripp, City Manager

Attachments: 1. Cooperation Agreement 2. Ordinance 3. Lease Agreement

# A COOPERATIVE AGREEMENT

Between the

CITY OF WESTMINSTER, THE WESTMINSTER HOUSING AUTHORITY

And the

SOUTH WESTMINSTER ARTS GROUP

This Cooperative Agreement is made and entered into this 11th day of April, 2016, by and between the CITY OF WESTMINSTER (“City”), the WESTMINSTER HOUSING AUTHORITY (“WHA”) and the South Westminster Arts Group (“SWAG”).

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

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

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

WHEREAS, the WHA owns property at 3915 W. 73<sup>rd</sup> Avenue, and the City owns property at 7287 Lowell Boulevard, and 7225 Bradburn Boulevard that can serve to support arts and culture-related programming; and,

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

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

## A. GOVERNANCE AND OPERATION.

1. SWAG shall invite a City representative to serve on the SWAG board, and the City shall appoint a City staff person to sit and participate as a board member.
2. The City and SWAG shall work collectively to amend the SWAG bylaws to restructure the SWAG board so as to strengthen its capacity and effectiveness for the purpose of

fulfilling its basic mission of promoting the arts and culture as a means of facilitating revitalization of the South Westminster community.

3. SWAG, working in partnership with the City, shall prepare and adopt a five year Strategic Action Plan for the years 2017 through 2021 by October 31, 2016.

B. FINANCE AND REPORTING.

1. SWAG shall prepare and submit a 2016 budget to the City by April 30, 2016.
2. As and when board meetings occur, SWAG shall provide the City with a copy of the Board meeting minutes within 15 days after SWAG Board approval or acceptance;
3. SWAG shall prepare and submit an annual report to the City by February 15, 2017 detailing the following, at a minimum:
  - a. Board member information including names, roles, and operational responsibilities;
  - b. Membership and volunteer numbers and information pertaining to total volunteer hours served by members, functions served, and residency;
  - c. Grant applications and the results of said applications;
  - d. Year-end profit and loss statements for 2016, showing active budget year, actual amounts and variances, with detailed explanation of income and expenses;
  - e. A detailed synopsis of classes, events and programs offered during the year along with attendance and revenue/cost details;
  - f. A detailed report of the annual Orchard Festival to include:
    - (1) An overview of the event
    - (2) A detailed profit and loss statement showing all expenses and revenues
    - (3) Marketing and advertising efforts with ROI estimates
    - (4) attendance estimate and methodology for tracking attendance
    - (5) Volunteer count and total volunteer hours spent producing event
    - (6) Recommendations/needs for future events
4. SWAG shall diligently pursue funding from the Denver-metro Scientific and Cultural Facilities District, by preparing and filing a copy of the application in a timely manner relative to an eligibility determination and/or funding. The City shall support SWAG in its pursuit of such funding by providing staff assistance, as determined necessary and reasonable by the City, and based upon staff availability.

C. FACILITIES AND OPERATIONS.

1. The Westminster Housing Authority (WHA) shall lease the premises at 3915 W. 73<sup>rd</sup> Avenue, hereby referred to as the Rodeo Market Community Arts Center, to SWAG, on the following general conditions, which shall be more fully set forth in the Lease document:
  - a. The premises shall be leased to SWAG for a period not to exceed one year ending March 31, 2017, for the use of arts and cultural-related activities and programming.
  - b. SWAG shall pay a nominal lease rate of \$10.00 per year;
  - c. WHA shall contribute \$8,000.00 as a grant to SWAG that shall be used to assist SWAG in paying for the cost of water, gas and electric utilities for the duration of the lease. Such contribution shall be disbursed in four (4) equal quarterly payments with first payment to be processed by the WHA within thirty (30 days) of execution of this Agreement, and thereafter on July 31, October 31 and of the year 2016 and January 31 of 2017;
  - d. SWAG shall make utility payments in timely manner and remain in good standing with all utility providers. At the end of each quarter, SWAG shall provide the WHA with evidence of utility payments for the preceding quarterly period. Disbursement of remaining grant funds shall not be provided to SWAG until such documentation showing payments has been provided.
  - e. Failure of SWAG to abide by this Agreement may result in immediate termination of such lease.
2. The City shall lease SWAG the property at 7287 Lowell Boulevard for use as a community theater on a negotiated basis and under a separate use agreement with Germinal Stage. SWAG shall provide a copy of said use agreement to the City within 10 days of its execution by SWAG
3. The City shall lease the property at 7225 Bradburn Boulevard to SWAG for use as artist studio space, on a negotiated basis under separate license agreements to individual artists.
3. SWAG shall conduct or host classes and programming in the Rodeo Market Community Arts Center as it pertains to the total mission of the organization.
4. SWAG shall be able to utilize the adjacent park area on an as needed basis in consultation with and subject to terms and conditions established by the Department of Parks, Recreation and Libraries.

5. SWAG shall plan for, coordinate and run the annual Orchard Festival on the grounds of the Rodeo Market Community Arts Center and in the general vicinity of 73<sup>rd</sup> Avenue and Osceola Street in the fall, as follows:
  - a. SWAG and the City shall coordinate and agree on an appropriate date for the festival.
  - b. SWAG shall apply for and obtain all required permits from the City and other regulating agencies;
  - c. The City shall waive any permit related fees required by the City;
  - d. The City shall coordinate with SWAG in providing logistical and equipment related support.
  
6. SWAG shall plan for, recruit artist submissions, and arrange for installation of art sculptures in the park area immediately east and north of the Rodeo Market Community Arts Center.

D. TERMINATION.

1. This Cooperative Agreement exists for a one year term and, by mutual agreement of all parties, may be renewed on an annual basis. This agreement shall terminate without further action on the part of any party in the event that it is not so mutually renewed.
2. All prior Cooperation or Cooperative Agreements between the parties are hereby rescinded and of no further effect.

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

CITY OF WESTMINSTER

SOUTH WESTMINSTER ARTS GROUP

\_\_\_\_\_  
Donald M. Tripp  
City Manager

\_\_\_\_\_  
Debbie Teter  
Board Chair

ATTEST:

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
SWAG Secretary

WESTMINSTER HOUSING AUTHORITY

ATTEST:

\_\_\_\_\_  
Donald M. Tripp  
Executive Director

\_\_\_\_\_  
Secretary to the Authority

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney's Office



BY AUTHORITY

ORDINANCE NO. **3828**

COUNCILLOR'S BILL NO. **13**

SERIES OF 2016

INTRODUCED BY COUNCILLORS

---

A BILL

FOR AN ORDINANCE APPROVING A LEASE AGREEMENT FOR LEASE OF THE PROPERTY

LOCATED AT 7287 LOWELL BOULEVARD, WESTMINSTER, CO 80030

WHEREAS, the City of Westminster owns the property located at 7287 Lowell Boulevard, Westminster, CO 80030 (also known as the Community Theater property); and

WHEREAS, the City intends to lease the property to the South Westminster Arts Group (SWAG) through March 31, 2017, for the purpose of making the premises available for use by a theatrical company that intends to use the facility to conduct several theatrical productions; and

WHEREAS, SWAG has been screened and determined to be suitable for the property; and

WHEREAS, the final form of the lease agreement has been agreed to by the parties; and

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

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The Council approves, and the City Manager is hereby authorized to sign, the Lease Agreement with the South Westminster Arts Group (SWAG) for the property located at 7287 Lowell Boulevard, Westminster, CO 80030, in substantially the same form as Exhibit A, attached hereto and incorporated herein by reference.

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 11th day of April, 2016.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED  
this 25th day of April, 2016.

\_\_\_\_\_  
Mayor

APPROVED AS TO LEGAL FORM:

ATTEST:

\_\_\_\_\_  
Deputy City Clerk

\_\_\_\_\_  
City Attorney's Office

## Exhibit A

### **LEASE AGREEMENT**

This **Lease Agreement** (“Lease”) is entered into between the **CITY OF WESTMINSTER**, a Colorado municipality (“Lessor” or “City”), and **SOUTH WESTMINSTER ARTS GROUP**, a Colorado nonprofit corporation (“Lessee” or “SWAG”).

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

**1. Premises.** The Premises consist of the building and property located at 7287 Lowell Boulevard, Westminster, CO, as depicted in Exhibit 1 attached hereto and incorporated herein by reference.

**2. Term and Rent.** The term of the Lease shall be one-year commencing at 12:00 a.m. on April 1, 2016 and terminating at 12:00 a.m. on March 31, 2017, or sooner as provided herein ( the “Term”), for a nominal annual rent payment for the Term in the sum of Ten Dollars (\$10.00), and for other good and valuable consideration, including but not limited to the terms and conditions contained in that certain Cooperative Agreement between the City, the Westminster Housing Authority and SWAG, dated April 11, 2016.

**3. Use.** Lessee shall use and occupy the Premises for activities and functions specifically related to theatrical performances and complimentary or supporting activities and functions. The Premises shall not be used for other purposes unless approved in writing by the Lessor. SWAG shall maintain records of any and all third-party rentals of the property and the City, through its staff, shall retain the right to inspect such records at any time.

**4. Utilities, Care and Maintenance of Premises.**

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

- paying the cost of utilities as defined in paragraph 8, below;
- the routine care and maintenance of the interior of the building on the Premises of a housekeeping nature, including custodial and janitorial services, normal and reasonable cleaning, and the replacement of all consumable or expendable items such as light bulbs, cleaning, bathroom and office supplies, and all items brought into the building by the Lessee; and,
- keeping the exterior of that portion of the Premises, constituting the lot at 7287 Lowell Boulevard, clean and free of weeds.

b. Lessor’s responsibilities: The Lessor shall be responsible for all general repairs relative to the building on the Premises, including roofing, plumbing, mechanical and electrical equipment, that individually do not exceed \$500.00 in cost. The Lessor shall not be obligated to make substantive repair to any of said components should the cost for repair or replacement of any one component exceed \$500.00. Should the cost exceed \$500.00, repairs shall only be made upon approval of the City Manager. The Lessor

reserves the right to terminate the Lease immediately should the repair and replacement allowances as provided for above be exceeded, or upon a determination by the City of Westminster that the condition of the Premises constitute a clear and present danger to the public health, safety and welfare.

**5. Alterations.** Lessee shall not make any interior or exterior alterations, additions, or improvements to the building on the Premises without first obtaining the prior written consent of City staff. Any such alterations, additions, or improvements approved by the City regardless of the party installing the same, become fixtures appurtenant to the Premises.

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

**7. Assignment, Subletting, and unauthorized Use.** Lessee shall not assign this Lease, nor sublet or allow utilization of any portion of the Premises without the prior written consent of the Lessor, which shall be granted or refused in Lessor's sole discretion. Notwithstanding the foregoing, this Lease anticipates that Lessee will sublet the Premises or portions thereof to a theatrical production and performance group, with the written consent of the City, which consent will not be unreasonably withheld. Any such assignment, subletting or impermissible utilization without Lessor's consent shall be void and, at the option of the Lessor, grounds for Lessor's immediate termination of this Lease.

**8. Utilities.** The Lessee shall provide and pay for utility charges as they become due, including those for heat, electricity, water, sewer and flood control for the duration of the Lease. All applications and connections for other services desired by Lessee for the Premises shall be made in the name of Lessee only, and Lessee shall be solely liable for such charges as they become due, including those for cable, internet, alarm and telephone services.

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

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

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

**12. Insurance.**

a. Lessee, at its expense, shall maintain comprehensive commercial liability insurance, including coverage for bodily injury and property damage, insuring Lessee and naming Lessor as an additional insured with minimum coverage as follows: \$1,000,000 per occurrence. The insurance shall include

coverage for contractual liability. Additional insurance shall be obtained in the event any aggregate limitations result in per occurrence coverage of less than \$1,000,000.

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

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

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

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

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

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

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

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

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

**22. Entire Agreement.** This Lease constitutes the entire agreement between the parties concerning the Premises and may be modified only by a written amendment signed by both parties.

**23. Survival.** Paragraphs 8, 11, and 16 through 20 inclusive shall survive any termination of this Lease by either Lessee or Lessor.

Signed as of this \_\_\_ day of April, 2016.

**CITY OF WESTMINSTER**

**SOUTH WESTMINSTER ARTS GROUP**

By: \_\_\_\_\_  
Donald M. Tripp, City Manager

By: \_\_\_\_\_  
Debbie Teter, Chair

Attest: \_\_\_\_\_  
City Clerk

Attest: \_\_\_\_\_

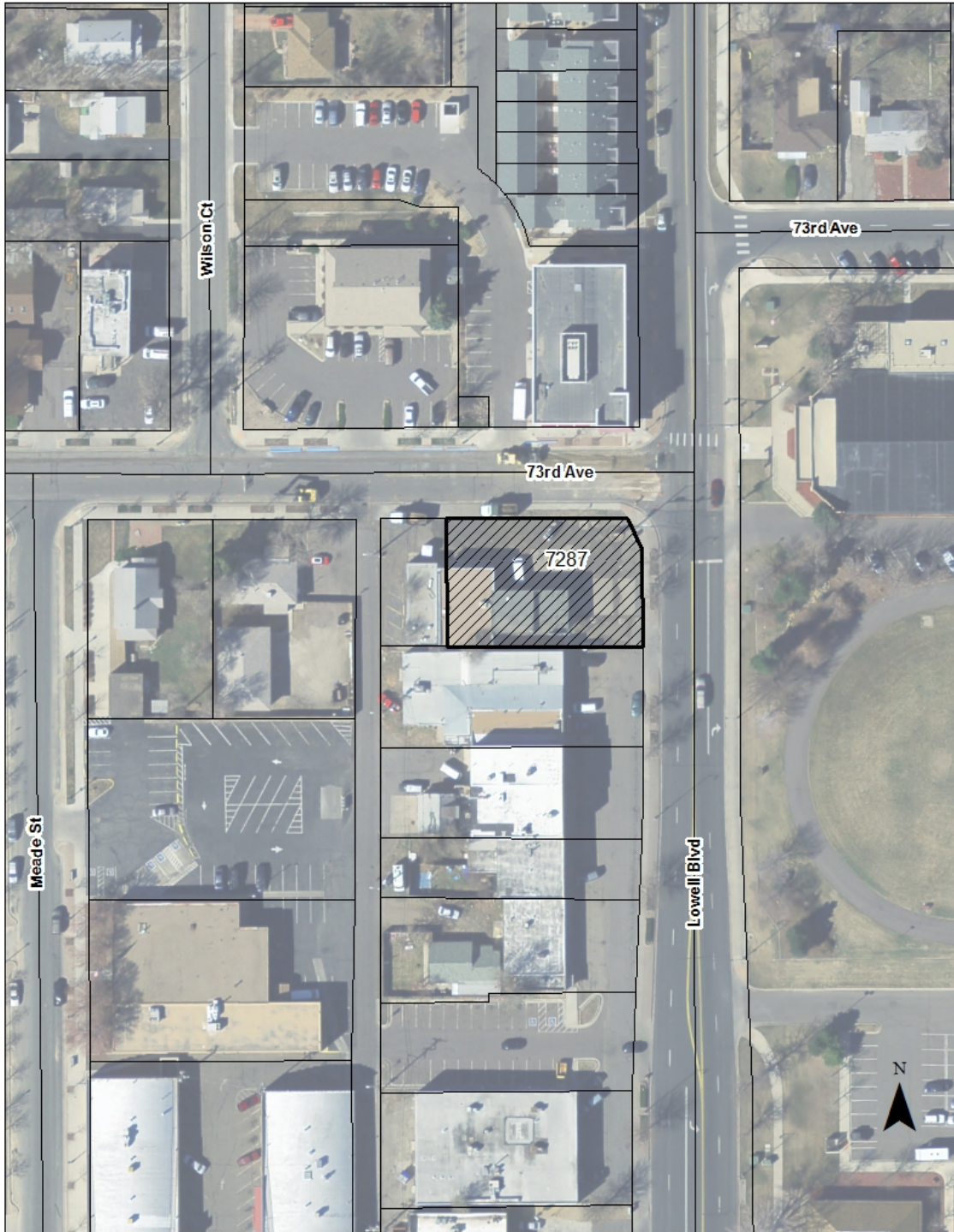
APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_  
Office of the City Attorney



EXHIBIT 1

Leasable Premises – 7287 Lowell Boulevard





**Agenda Memorandum**

City Council Meeting  
April 11, 2016



**SUBJECT:** Councillor's Bill No. 14 re Little Dry Creek Park Acquisition and Demolition Project Supplemental Appropriation

**Prepared By:** Heather Cronenberg, Open Space Superintendent

**Recommended City Council Action**

Pass Councillor's Bill No. 14 on first reading appropriating funds received from the Adams County Open Space Grant Program in the amount of \$290,000 for the Little Dry Creek Park Acquisition and Demolition grant.

**Summary Statement**

- City Council previously authorized the Department of Community Development to pursue a grant in the amount of \$290,000 from the Adams County Open Space grant program for the acquisition of 6950 Lowell Boulevard and for a portion of the demolition project to remove the structures and associated improvements at 6930, 6940, 6950, and 6960 Lowell Boulevard for the future Creekside Drive and Little Dry Creek Park (see attached map). Adams County awarded Westminster the grant in the amount requested. Westminster provided matching funds in the amount of \$209,900 from the Trails Capital Project account in the General Capital Improvement Fund.
- Westminster previously received a grant award from Adams County in the amount of \$394,800 to purchase the properties at 6930, 6940, and 6960 Lowell Boulevard. The City provided a match of \$290,200 using 2013 carryover funds from the Parks, Open Space, and Trails Fund.
- The City has acquired all four parcels and is in the process of demolishing the structures and associated improvements to build Creekside Drive and Little Dry Creek Park.
- City Council action is needed to appropriate these grant funds.

**Expenditure Required:** \$290,000

**Source of Funds:** Adams County Open Space Grant

**Policy Issue**

Should the Adams County grant be appropriated to the Parks, Open Space and Trails Fund land purchase account to reimburse the City for the acquisition of 6950 Lowell Boulevard and for a portion of the cost to demolish and remove the structures at 6930, 6940, 6950, and 6960 Lowell Boulevard?

**Alternative**

The alternative would be to decline the Adams County Open Space grant money. Staff does not recommend this alternative as the grant was awarded to the City to assist with the acquisition and demolition of the Little Dry Creek Park and Open Space properties.

**Background Information**

City Council previously authorized the Department of Community Development to pursue a grant in the amount of \$290,000 with the Adams County Open Space grant program for the acquisition of 6950 Lowell Boulevard and a portion of the cost to demolish and remove the improvements at 6930, 6940, 6950, and 6960 Lowell Boulevard for the Little Dry Creek Park and Open Space project. Adams County awarded the grant at this amount with \$209,900 to be used as match from the 2016 Trails Capital Project account. The City purchased 6950 Lowell Boulevard on June 10, 2015, for \$249,900. Staff is also moving forward with the project to demolish and remove the structures and associated improvements from the houses along Lowell Boulevard and expects this project to be complete by the end of May, 2016. Staff will submit required documentation to Adams County for reimbursement for the acquisition and demolition project once it is complete.

These appropriations will amend the Parks, Open Space and Trails Fund revenue and expense accounts as follows:

**REVENUES**

Description	Account Number	Current Budget	Amendment	Revised Budget
Adams County Grant	5400.40640.0010	\$0	<u>\$145,000</u>	\$145,000
Total Change to Revenues			<u>\$145,000</u>	

**EXPENSES**

Description	Account Number	Current Budget	Amendment	Revised Budget
Transfers GCIF	54010900.79800.0750	\$1,443,080	<u>\$145,000</u>	\$1,588,080
Total Change to Expenses			<u>\$145,000</u>	

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

**REVENUES**

Description	Account Number	Current Budget	Amendment	Revised Budget
TRF Open Space	7501.45000.0540	\$1,443,080	<u>\$145,000</u>	\$1,588,080
OS Grant ADCO	7501.40630.0010	0	<u>145,000</u>	145,000
Total Change to Revenues			<u>\$290,000</u>	

**EXPENSES**

Description	Account Number	Current Budget	Amendment	Revised Budget
Trail Dev & Connectivity-ADCO	81675050165.80400.8888	\$303,881	<u>\$290,000</u>	\$593,881

Total Change to Expenses			<u>\$290,000</u>	
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**SUBJECT:** Councillor's Bill re Little Dry Creek Park Acquisition and Demolition Grant Page 3

This acquisition and demolition project fits with City Council's goal of "Beautiful, Desirable, Safe and Environmentally Responsible City" and "Financially Sustainable Government Providing Excellence in City Services" by providing more recreational opportunities, increasing revenues that support defined City projects and by providing the City with increased open space, parks, and trails to residents.

Respectfully submitted,

Donald M. Tripp  
City Manager

Attachments

- Councillor's Bill
- Vicinity Map

BY AUTHORITY

ORDINANCE NO. **3829**

COUNCILLOR'S BILL NO. **14**

SERIES OF 2016

INTRODUCED BY COUNCILLORS

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**A BILL  
FOR AN ORDINANCE AMENDING THE 2016 BUDGET OF THE PARKS, OPEN SPACE AND  
TRAILS AND GENERAL CAPITAL IMPROVEMENT FUNDS AND AUTHORIZING A  
SUPPLEMENTAL APPROPRIATION FROM THE 2015 ESTIMATED REVENUES IN THE  
FUNDS**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2016 appropriation for the Parks, Open Space and Trails and General Capital Improvement Funds initially appropriated by Ordinance No. 3737 is hereby increased by \$435,000. This appropriation is due to the receipt of Adams County grant funds.

Section 2. The \$435,000 increase shall be allocated to City Revenue and Expense accounts as described in the City Council Agenda Item 10C, dated April 11, 2016 (a copy of which may be obtained from the City Clerk) increasing City fund budgets as follows:

Parks, Open Space and Trails Fund	\$145,000
General Capital Improvement Fund	<u>290,000</u>
Total	<u>\$435,000</u>

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

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 11<sup>th</sup> day of April, 2016.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 25th day of April, 2016.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

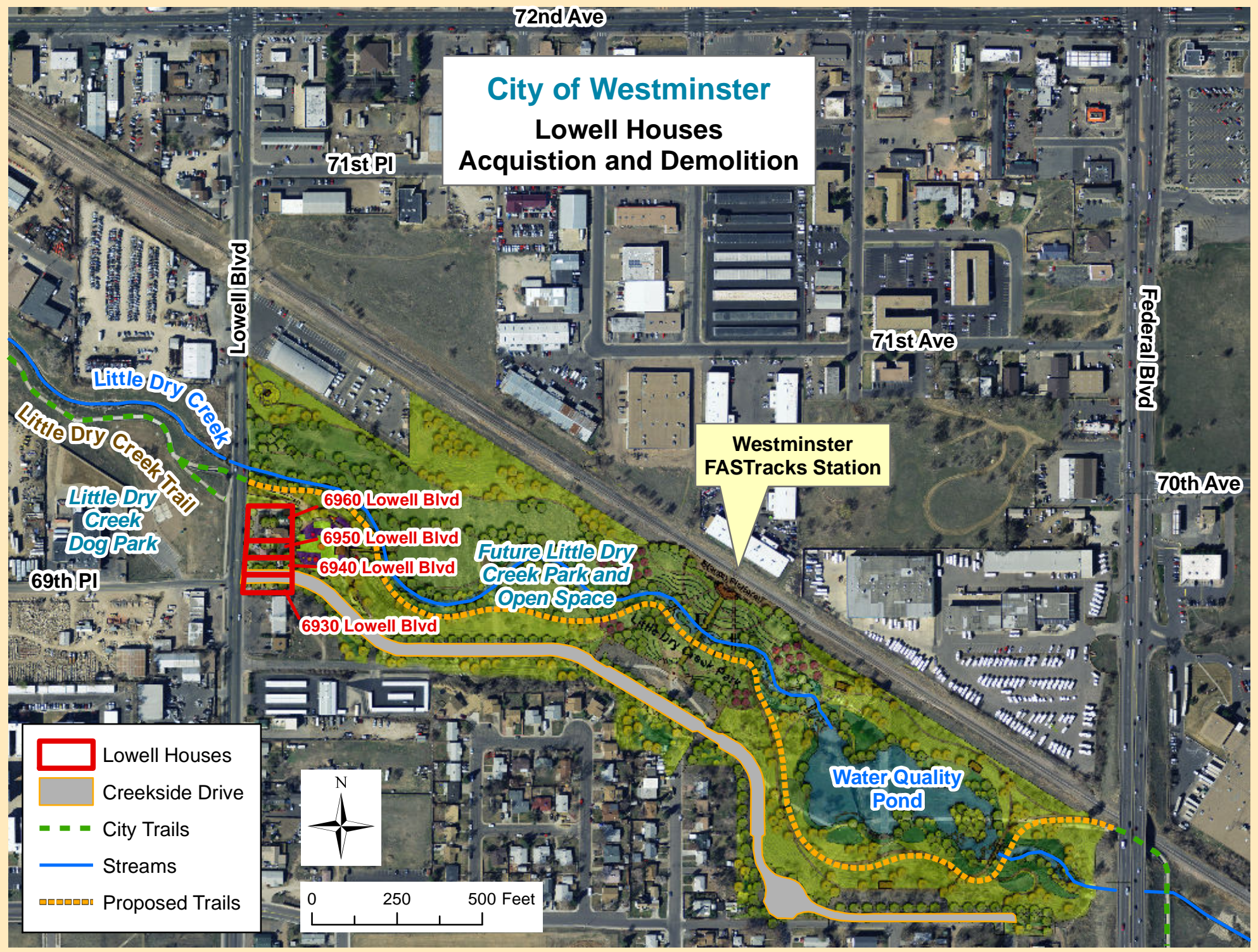


72nd Ave

# City of Westminster

## Lowell Houses

### Acquisition and Demolition



Westminster  
FASTracks Station

Lowell Blvd

Federal Blvd

71st Pl

71st Ave

70th Ave

69th Pl

6960 Lowell Blvd






6950 Lowell Blvd

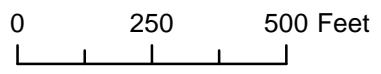
6940 Lowell Blvd

6930 Lowell Blvd

Future Little Dry  
Creek Park and  
Open Space

Water Quality  
Pond

-  Lowell Houses
-  Creekside Drive
-  City Trails
-  Streams
-  Proposed Trails



Little Dry Creek

Little Dry Creek Trail

Little Dry  
Creek  
Dog Park

Little Dry Creek Park





## Agenda Item 10 D

### Agenda Memorandum

City Council Meeting  
April 11, 2016



**SUBJECT:** Resolution No. 17 re Support of Jefferson County Federal Lands Access Program Grant Request and Commitment to Contribute Matching Funds

**Prepared By:** Rod Larsen, Open Space Division Manager  
Heather Cronenberg, Open Space Superintendent

### Recommended City Council Action

Adopt Resolution No. 17 in support of Jefferson County's Federal Lands Access Program grant request in the amount of \$6,501,075 to assist with constructing an overpass over Indiana Street and an underpass under Colorado Highway 128 to connect trail networks into Rocky Flats Wildlife Refuge and a commitment to contribute up to \$243,000 in matching funds towards the grant request in the 2017 Budget.

### Summary Statement

- Jefferson County is applying for a Federal Lands Access Program (FLAP) grant to pursue construction of an overpass over Indiana Street and an underpass under State Highway 128 to connect the Greenway Trail and other trails in Westminster, Broomfield, Superior, Jefferson County, Boulder County and the City of Boulder into Rocky Flats Wildlife Refuge (RFWR).
- Westminster is partnering with Arvada, Broomfield, and the Federal Highway Administration (FHA) to construct the Rocky Mountain Greenway Trail. This trail seeks to connect the Rocky Mountain Arsenal Wildlife Refuge to the Rocky Flats Wildlife Refuge. Without a safe connection over Indiana Street for pedestrians and cyclists, the trail currently ends in Broomfield just north of the Westminster Hills Open Space on the east side of a very busy vehicle corridor.
- The U.S. Fish and Wildlife Service (USFWS) recently received \$3M to construct a trail system within the Rocky Flats Wildlife Refuge. Seeking grant funds to construct a connection over Indiana Street and State Highway 128 will put the final connection in place. Jefferson County is asking surrounding communities for their support of the project and for a commitment to provide matching funds.
- Jefferson County has asked the City of Westminster and surrounding communities to contribute up to \$243,000 in matching funds in 2017 to support the construction of the overpass and underpass.

**Expenditure Required:** Matching Funds for FLAP grant: up to \$243,000

**Source of Funds:** General Capital Improvement Fund

**Policy Issue**

Should the City support Jefferson County’s FLAP grant to construct an overpass over Indiana and an underpass under State Highway 128 and commit to provide matching funds for the project?

**Alternatives**

City Council could choose not to support Jefferson County’s grant request or to provide matching funds. City Council could seek other sources of funds for these connections or could choose not to partner with Jefferson County and surrounding communities to seek funds to construct these improvements. Staff does not recommend these alternatives because providing this connection from the Greenway Trail over Indiana Street is extremely important and will serve as a Gateway to our community. Seeking other funding sources to construct this project would be difficult due to the large expense associated with the two crossings and partnering with Jefferson County and the surrounding communities provides an opportunity to advance regionalism and share costs associated with this project.

**Background Information**

Open Space surrounding the 5,000 acre Rocky Flats Wildlife Refuge (RFWR) totals more than 10,000 acres within many counties and municipalities including Westminster, Arvada, Broomfield, Superior, Jefferson County, Boulder County, and the City of Boulder. These communities would like to tie their trail systems into RFWR. This has been a goal for the City of Westminster for many years. The cities of Arvada and Westminster along with the City and County of Broomfield have partnered with the Federal Highway Administration to construct the Rocky Mountain Greenway Trail. This trail seeks to connect the Rocky Mountain Arsenal Wildlife Refuge to the Rocky Flats Wildlife Refuge with an eventual connection up to the Rocky Mountain National Park. Currently, the trail dead-ends in Broomfield on the east side of Indiana Street due to a lack of connection over Indiana.

The USFWS recently received \$3M to construct the trail network within Rocky Flats. Because of this funding, Jefferson County has decided to pursue funds from the Federal Lands Access Program (through the Central Federal Lands Division of the Federal Highway Administration) to construct a pedestrian overpass over Indiana Street and a pedestrian and wildlife underpass under State Highway 128. Constructing these improvements will connect the Rocky Mountain Greenway Trail and other trail systems into Rocky Flats (see attached location maps).

The FLAP program seeks to “improve state and local transportation facilities that provide access to and through federal lands for visitors, recreationists and resource users.” After consulting with the USFWS and the FHA, Jefferson County believes we have a strong chance of receiving funding to construct these improvements. Jefferson County hired Amec Foster Wheeler to design and provide cost estimates for the crossings. The current estimate for the project is \$6,501,075. The grant requires a 17.21% minimum local match. Jefferson County has asked municipalities in Jefferson County along with the City of Boulder, Superior, Boulder County, and the City and County of Broomfield to participate in the match requirement by pledging to provide up to \$243,000 in 2017 towards the project. The communities are proposing to contribute as follows:

<b>Entity</b>	<b>Amount Requested</b>	<b>Timeline for Resolution</b>
Jefferson County	\$243,000	Resolution set for 4/26
Arvada	\$243,000	No date set yet
Westminster	\$243,000	Resolution set for 4/11
City of Boulder	\$148,000	Resolution set for 5/3
Boulder County	\$148,000	Resolution set for April
City and County of Broomfield	\$96,000	Resolution set for 4/26

Jefferson County is asking the municipalities in Jeffco to contribute to the overall project that includes trail connections over Indiana Street and under Highway 128. Organizations outside of Jefferson County are contributing to the underpass under Highway 128. Staff supports this request because of the importance of the Greenway Trail as a gateway to our City. These bridges will also connect Westminster's trail system into the Boulder, Boulder County, and Jefferson County trail systems. The project to construct the bridges as proposed is an outstanding example of regional collaboration. Westminster also is receiving over \$1M in improvements from the federal government for the Greenway Trail. If the other six communities listed above do not support the request to provide matching funds, Westminster will not move forward with our funding support.

The project seeks to construct either a 210 foot bridge (14 ft. wide) over Indiana Street or a 510 foot bridge spanning both Indiana and the future Jefferson County Parkway along with an underpass under State Highway 128. During conceptual design, it was recommended to construct a pedestrian overpass over Indiana Street instead of an underpass due to grade issues. A decision regarding whether to design and construct the longer bridge over the future toll road will be made with consultation from the Parkway during the design phase. The match request includes the more expensive crossing over both the toll road and Indiana Street and will be reduced if it is decided to only cross Indiana Street. The underpass under Highway 128 is planned to include a wildlife crossing that will separate pedestrian access from wildlife seeking to utilize this connection into Rocky Flats from Boulder.

Staff seeks City Council's support to pledge to provide up to \$243,000 in matching funds from the 2017 General Capital Improvement Fund and a resolution in support of the grant. If City Council supports this grant application and resolution, Staff will incorporate this request into the proposed 2017 CIP with the 2017/2018 Budget development process. Jefferson County has provided conceptual drawings, design, and cost estimates for this project and will participate in providing matching funds as well. The applications for the grant are due by May 21, 2016.

This resolution and provision of matching funds support the Beautiful, Desirable, Safe and Environmentally Responsible City, Ease of Mobility, and Visionary Leadership, Effective Governance and Proactive Regional Collaboration Strategic Plan goals by providing more recreational opportunities, enhancing trail connectivity, and partnering and collaborating with surrounding communities.

Respectfully submitted,

Donald M. Tripp  
City Manager

Attachments

- Resolution
- Site Map
- Drawings of Overpass and Underpass

RESOLUTION

RESOLUTION NO. **17**

INTRODUCED BY COUNCILLORS

SERIES OF 2016

**A RESOLUTION  
TO SUPPORT JEFFERSON COUNTY’S REQUEST TO PURSUE A FEDERAL LANDS  
ACCESS PROGRAM (FLAP) GRANT AND TO PROVIDE MATCHING FUNDS TO  
CONSTRUCT TRAIL CONNECTIONS TO THE ROCKY FLATS WILDLIFE REFUGE**

WHEREAS, the City of Westminster is partnering with surrounding communities and the federal government to construct the Rocky Mountain Greenway Trail. Without a safe connection over Indiana Street for pedestrians and cyclists, the trail currently ends in Broomfield on the east side of a very busy vehicle corridor. The surrounding communities also seek to tie their trail systems into Rocky Flats Wildlife Refuge (Refuge); and

WHEREAS, Jefferson County is applying for a FLAP grant to construct an overpass over Indiana and an underpass under Highway 128 to connect the Rocky Mountain Greenway Trail and other trail systems into the Refuge; and

WHEREAS, Jefferson County has asked Westminster and other surrounding communities to seek Resolutions supporting this grant request and to pledge a contribution from Westminster of matching funds up to \$243,000; and

WHEREAS, there are or will be sufficient funds in the City’s Trails CIP account to make this contribution; and

WHEREAS, providing support of the grant application and pledging matching funds furthers the City’s Strategic Plan goals of proactive regional collaboration and enhancing our natural resources and environmental assets by creating the mechanism for the final connection of our trail system into the Rocky Flats Wildlife Refuge and other surrounding trail systems.

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

That the Council supports Jefferson County’s Federal Lands Access Program grant application to develop a safe trail connection to the Refuge and pledges to provide matching funds up to \$243,000 to assist with the construction of a pedestrian overpass over Indiana Street and an underpass under State Highway 128. Further, the City shall submit this Resolution to Jefferson County for inclusion in their grant package and will indicate support for providing matching funds in the 2017 budget.

PASSED AND ADOPTED this 11th day of April, 2016.

\_\_\_\_\_  
Mayor

ATTEST:

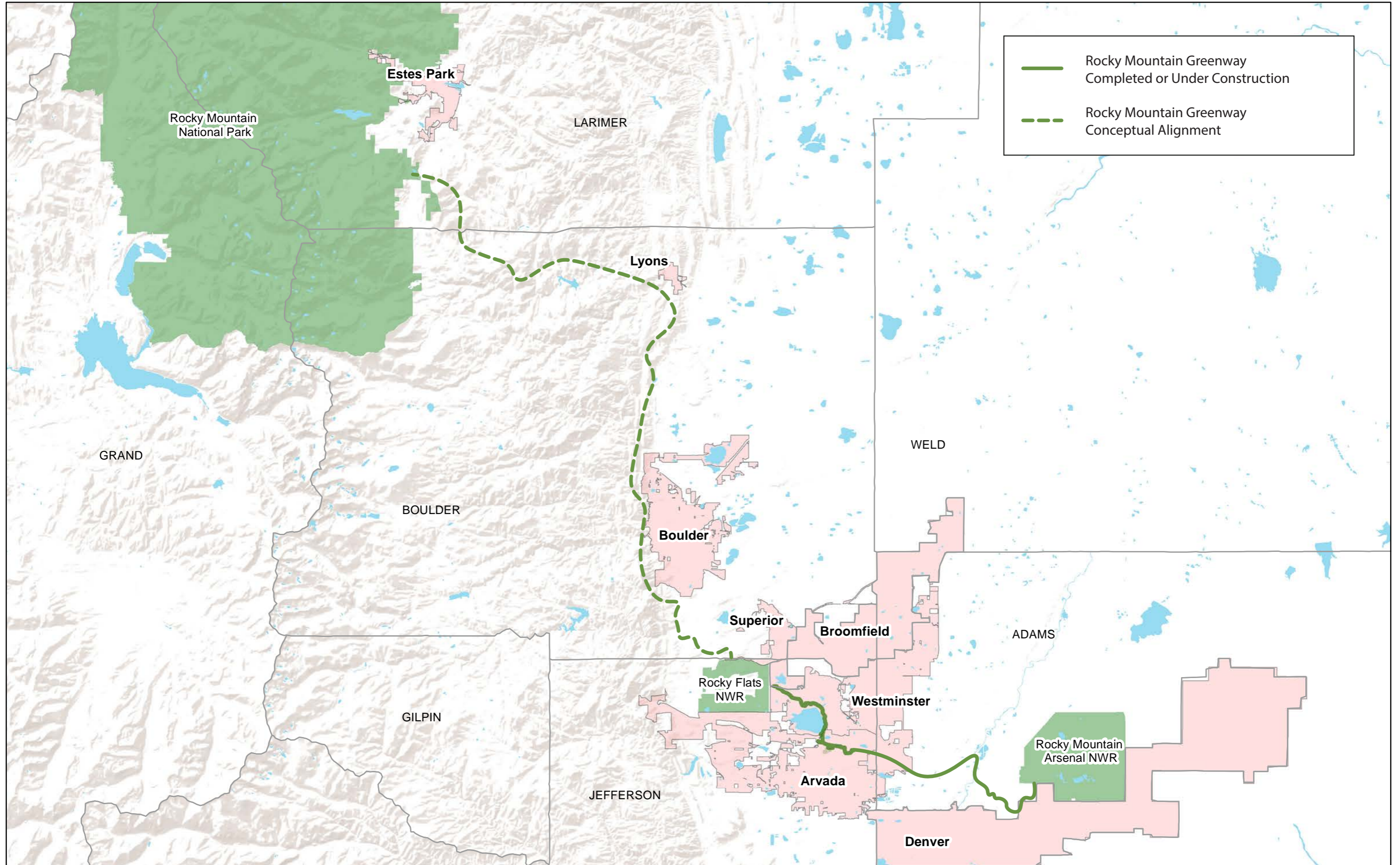
APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Office of the City Attorney

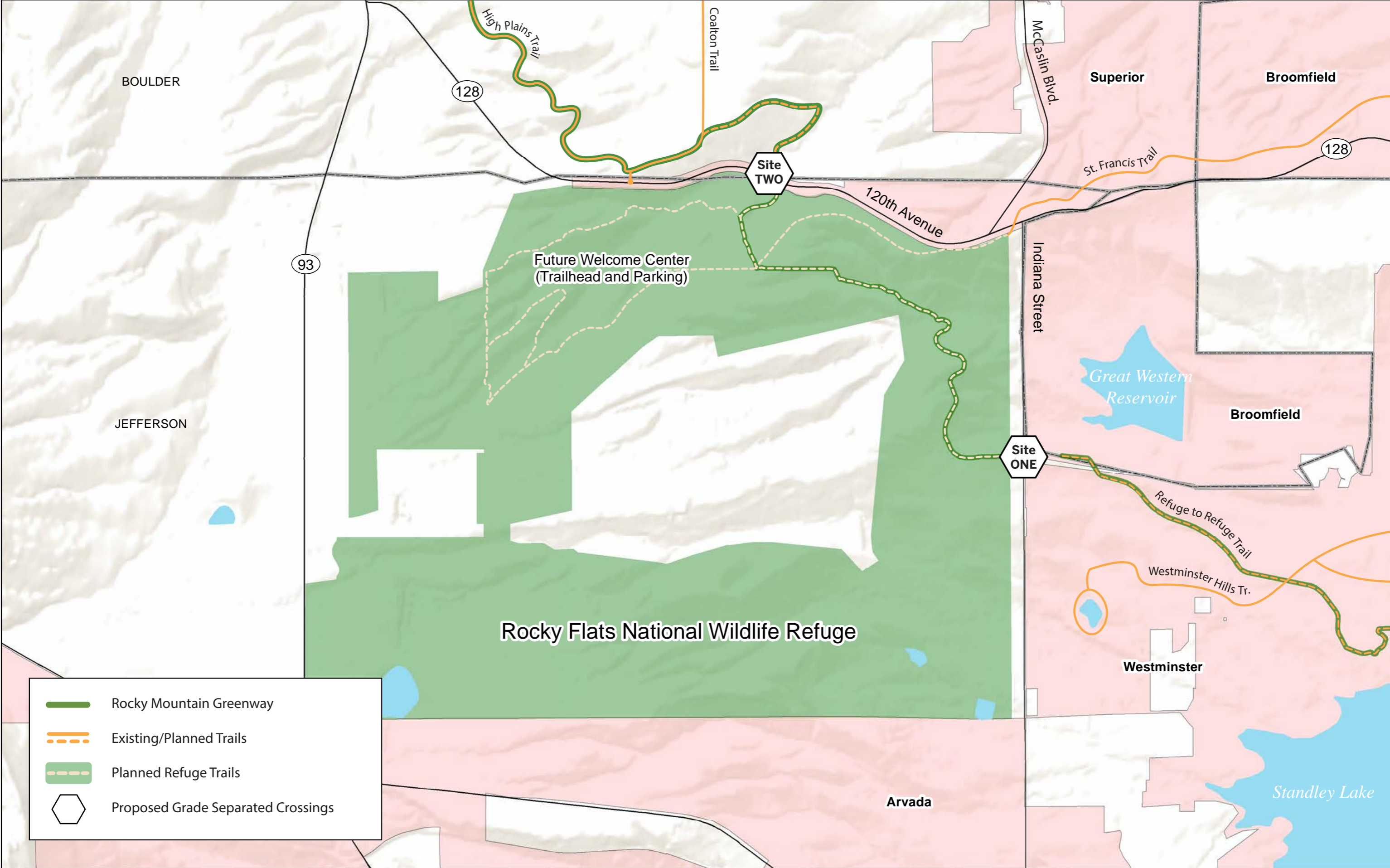






# Rocky Mountain Greenway - Complete Alignment





# Rocky Mountain Greenway - Proposed Project Location

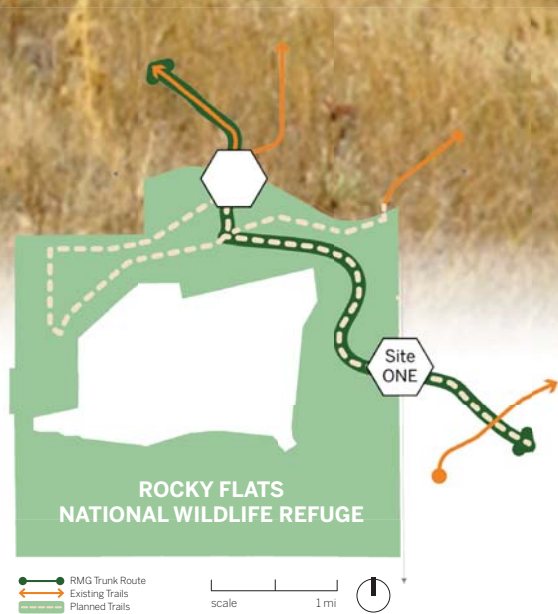


	Rocky Mountain Greenway
	Existing/Planned Trails
	Planned Refuge Trails
	Proposed Grade Separated Crossings

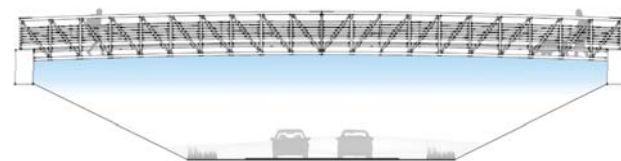
Map compiled 1/2016;  
 Intended for planning purposes only.  
 Data Source: Jefferson County, CDOT, USFWS and NPS







## Site One - Crossing at Indiana



### Concept Design: Single Span Pedestrian Bridge

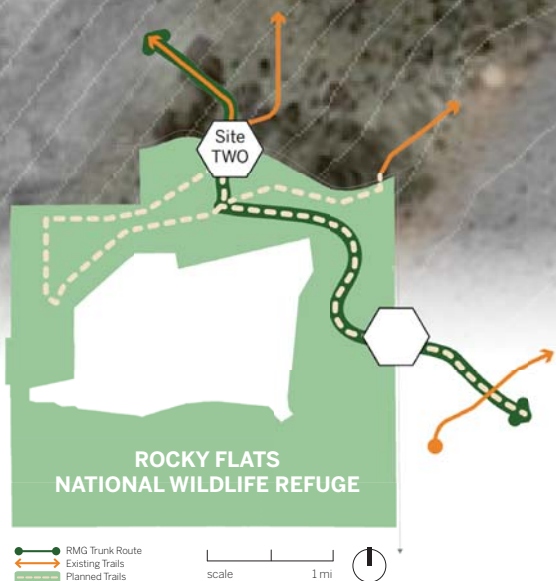
The preferred alternative to cross Indiana Street is a 210' pedestrian bridge overpass linking Broomfield and Westminster open space with the internal trail network at Rocky Flats NWR.

This is preferred because of scenic qualities and the fact that a historic railroad grade minimizes the need for construction of large abutments. The secondary option is a trail underpass along one of the drainage areas.

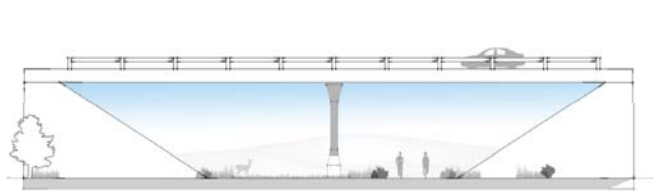


# Key

- A The solid line represents the proposed alignment of the RMG trail
- B The dotted lines represent the free movement of the large migratory mammals currently on Rocky Flats NWR
- C Wildlife fencing will flank the roadway to guide the animals toward the underpass
- D Connect to Coalton and High Plains trails in Boulder County open space
- E Connect to internal Rocky Flats trail system, new welcome center and trailhead/parking



## Site Two - Crossing at CO HWY-128



### Concept Design: Highway Bridge with Multi-Use Underpass

The preferred alternative to cross CO HWY-128 is to construct a highway bridge on the roadway over an excavated underpass of approximately 30' high and 80' wide at the base. Bridge would be approximately 178' long.

This is preferred because it will allow for unimpeded movement of both humans and animals. This alternative represents best practice design for crossings of mixed wildlife and human use.

Alternative Design:  
Box Culvert Pedestrian Underpass



# **AGENDA**

## **WESTMINSTER HOUSING AUTHORITY SPECIAL MEETING**

**MONDAY, April 11, 2016  
AT 7:00 P.M.**

- 1. Roll Call**
- 2. Minutes of Previous Meeting** (December 14, 2015)
- 3. Public Hearings and New Business**
  - A. Resolution No. 63 re South Westminster Arts Group Cooperation Agreement and Lease of Rodeo Market Property at 3915 West 73<sup>rd</sup> Avenue
- 4. Adjournment**

CITY OF WESTMINSTER, COLORADO  
MINUTES OF THE WESTMINSTER HOUSING AUTHORITY  
MONDAY, DECEMBER 14, 2015, AT 8:10 P.M.

ROLL CALL

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

MINUTES OF PRECEDING MEETING

Board Member Seitz moved, seconded by De Cambra, to approve the minutes of the meeting of July 27, 2015, as written and distributed. The motion carried unanimously.

RESOLUTION NO. 62 APPROVING THE 2016 BUDGET

Vice Chairperson Garcia moved, seconded by De Cambra, to adopt Resolution No. 62 approving the 2016 Westminster Housing Authority Budget. At roll call, the motion passed unanimously.

ADJOURNMENT

There being no further business to conduct, the meeting adjourned at 8:11 p.m.

\_\_\_\_\_  
Chairperson

ATTEST:

\_\_\_\_\_  
Administrative Secretary

# WHA Agenda Item 3 A

## Agenda Memorandum

Westminster Housing Authority Meeting  
April 11, 2016



**SUBJECT:** Resolution No. 63 re South Westminster Arts Group Cooperation Agreement and Lease of Rodeo Market Property

**Prepared By:** Ryan Johnson, Senior Projects Coordinator

### Recommended Board Action

Adopt Resolution No. 63 authorizing the Executive Director to execute a Cooperation Agreement and Lease Agreement, in substantially the same form as attached, with the South Westminster Arts Group for use of Westminster Housing Authority owned property at 3915 West 73<sup>rd</sup> Avenue, commonly known as the Rodeo Market building.

### Summary Statement

- The Westminster Housing Authority (WHA) Board owns property at 3915 W. 73<sup>rd</sup> Avenue, commonly known as the Rodeo Market building, which has been leased to the South Westminster Arts Group (SWAG) over the last several years to serve as an arts based community center and gallery.
- SWAG is proposing to enter into a Cooperation Agreement (Exhibit B) with the City of Westminster and the WHA relative to promoting and conducting arts and cultural activities of benefit to South Westminster residents and businesses. The Cooperation Agreement would permit SWAG to enter into a Lease Agreement (Exhibit A) with the WHA to lease the premises at 3915 W. 73<sup>rd</sup> Avenue (known as the Rodeo Market Community Arts Center) through March 31, 2017.
- Under the Lease Agreement, SWAG would pay \$10.00 per year and assume responsibility for paying water, sewer, electric and gas utility costs in full for the period of the lease. The WHA would provide financial assistance to SWAG with an \$8,000 cash grant to be distributed on a quarterly basis. This arrangement is proposed as it will assist SWAG in its pursuit of grant funds requiring evidence of a local government contribution in support of the organization, such as the Scientific and Cultural Facilities District (SCFD) grant program.
- The WHA would be responsible for paying costs associated with repairs to the facility, while SWAG will be responsible for general maintenance and upkeep of the building and adjacent plaza areas.
- In return for the nominal lease rate and financial consideration, SWAG will work closely with City of Westminster staff to develop and implement arts and cultural activities for the local residents and businesses.

**Expenditure Required:** \$8,000 in expenses  
Estimated \$0 in revenues

**Source of Funds:** 2016 WHA Budget

**Policy Issue**

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

**Alternatives**

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

**Background Information:**

The City of Westminster initiated the South Westminster revitalization efforts in 1997 with the redevelopment of the Westminster Plaza Shopping Center. The South Westminster Strategic Revitalization Plan was thereafter prepared and approved by City Council on January 22, 2001. Significant revitalization success has been made with implementation of the plan having led to several street enhancement projects, and park and library improvements as well as setting the stage to facilitate and encourage other redevelopment in the area.

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

Concurrent with the creation of SWAG in 2007, the WHA made two properties it owns, the Vehicle Service Center (VSC) building at 7287 Lowell Boulevard and the Rodeo Market property at 3915 West 73<sup>rd</sup> Avenue, available for creating a 50-seat community theater and community arts and cultural center. Accordingly, the VSC was converted into the theater and the interior of the Rodeo Market building was remodeled, and the historic exterior front façade restored, to accommodate a gallery and class space. Upon completion of the improvements, SWAG opened and operated the gallery and conducted classes in the space. SWAG has been operating out of the Rodeo Market building for the past 5 years. SWAG remains instrumental in operating the community arts center and finding theater companies to provide performances. SWAG's endeavors have also helped to attract artists and art galleries that have opened nearby, which participate in an organized monthly art walk and other arts related programs throughout the



year. SWAG also has the responsibility for planning and hosting the annual Fall Orchard Festival and participates in the Spring Jazz Festival, both of which have continued to grow in vendor and attendee participation. SWAG also coordinates and implements the sculpture exhibit in the adjacent park.

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

SWAG continues to work diligently on enhancing its financial capacity. The organization officially obtained its official status as a 501(c) 3 non-profit in 2011, and was successful in 2015 in securing a grant from the Denver Metro Area Scientific and Cultural Facilities District (SCFD). This grant funding has allowed SWAG to be able to hire their first employee on a part time basis. Looking forward, SWAG will continue to seek opportunities for additional grant funding from other sources including SCFD.

The City has provided limited cash contributions to SWAG, such as honorarium awards for the sculpture show. The WHA, however, has provided a more significant cash grant in past years to cover the cost of utilities which provided an opportunity to address this particular funding dilemma. Providing the utility funding assistance, as mentioned previously, in the form of a grant allows SWAG to show compliance with the local government match requirement of the SCFD. While serving as a cash contribution, the funds remain dedicated and applied towards utility costs. Staff is proposing a grant of \$8,000 to be applied towards utility costs in 2016 that would be distributed to SWAG in four quarterly payments. This approach would provide several benefits to WHA and SWAG including:

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

The WHA Board approved the 2016 budget on in December, 2015, that included funds to provide the \$8,000 grant subject to Board approval of the proposed Cooperation Agreement as proposed.

Staff proposes that the WHA again enter into a lease agreement with SWAG for the year 2016 that includes the following terms and conditions:

- The lease would terminate March 31, 2017;
- SWAG would pay a lease rate of \$10.00 for utilization of the Rodeo Market building and adjacent grounds for the lease period;
- The WHA would be responsible for major maintenance and repairs;
- SWAG would be responsible for paying bills related to water, sanitary, electric, gas, phone and cable;
- SWAG would be responsible for maintaining the adjacent plaza areas on both the east and west side of the building; and,
- SWAG would be required to carry its own liability insurance in addition to the coverage obtained by the WHA through CIRSA

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

- Authorizes execution of a lease to SWAG for the Rodeo Market building;
- Provides a position on the SWAG board for a representative from City staff;
- Requires SWAG to work with the City in preparing a Strategic Action Plan for the years 2017-2021 by October 31, 2016;
- Requires SWAG to submit an annual report to the City by February 15, 2017;
- Requires SWAG to provide year-end profit and loss statements as well as a current budget along with attendance revenue/cost details;
- Requires SWAG to prepare and submit a budget and year-ending report to the City;
- Provides for an \$8,000 cash grant from WHA to SWAG to assist in paying for utility costs;
- Permits SWAG to utilize the community theater on the VSC property, at 7287 Lowell Boulevard and 3630 W. 73<sup>rd</sup> Avenue, under separate agreement;
- Requires SWAG to conduct community activities, events and classes in the Rodeo Market building;
- Assigns the responsibility of planning and hosting the annual Orchard Festival (including providing a detailed annual report of the event to the City) to SWAG; and,
- Assigns responsibility to SWAG to coordinate and implement the Sculptures in the Park art competition and installation.

The approval of the proposed lease to SWAG meets the City's Strategic Plan Goal of creating "*Vibrant, Inclusive and Engaged*" by supporting and leading the development of cultural activities and opportunities in Westminster.

Respectfully submitted,

Donald M. Tripp  
Executive Director

Attachments:

- Resolution
- Exhibit A - Lease Agreement
- Exhibit B - Cooperation Agreement

WESTMINSTER HOUSING AUTHORITY

RESOLUTION NO. **63**

INTRODUCED BY BOARD MEMBERS

SERIES OF 2016

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**A RESOLUTION  
APPROVING A COOPERATIVE AGREEMENT  
BETWEEN THE WESTMINSTER HOUSING AUTHORITY, THE CITY AND THE  
SOUTH WESTMINSTER ARTS GROUP (SWAG) AND A LEASE WITH SWAG FOR  
3915 WEST 73<sup>RD</sup> AVENUE**

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

WHEREAS, the Westminster Housing Authority owns property located at 3915 West 73<sup>rd</sup> Avenue ("the Premises"); and

WHEREAS, the South Westminster Arts Group proposes to use the Premises to promote community arts activities, including operation of a community theater, art shows, meetings, classes and programming that support the growth of non-profit cultural activity and artists' businesses; and

WHEREAS, the attached Lease Agreement would allow the South Westminster Arts Group to operate its activities on the Premises; and

WHEREAS, the Westminster Housing Authority desires to support the South Westminster Arts Group and the City's goals by entering into a Cooperative Agreement with both parties.

NOW, THEREFORE, be it resolved by the Board of the Westminster Housing Authority that the Executive Director is hereby authorized to execute, and the Authority Clerk to attest, the Lease Agreement, attached hereto as Exhibit A and incorporated herein by this reference, or a substantially similar form of Lease Agreement as approved by the Authority Attorney.

Additionally, be it resolved by the Westminster Housing Authority that the Executive Director is hereby authorized to execute, and the Authority Clerk to attest, the Cooperative Agreement, attached hereto as Exhibit B and incorporated herein by this reference, or a substantially similar form of Agreement as approved by the Authority Attorney.

PASSED AND ADOPTED this 11<sup>th</sup> day of April, 2016.

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Chairperson

ATTEST:

APPROVED AS TO LEGAL FORM:

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Secretary

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Authority Attorney

## **Exhibit A to Resolution**

### ***LEASE AGREEMENT***

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

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

**1. Premises.** The Premises consist of the building and property located at 3915 West 73rd Avenue, Westminster, CO, as depicted on Exhibit 1 attached hereto and incorporated herein by reference.

**2. Term and Rent.** The term of the Lease shall be one year, commencing 12:00 a.m. on April 1, 2016, terminating 12:00 a.m. on March 31, 2017, or sooner as provided herein (hereinafter, the “Term”), for a nominal annual rent payment for the Term in the sum of Ten Dollars (\$10.00), and for other good and valuable consideration, including but not limited to the terms and conditions contained in that certain Cooperative Agreement between the Authority, the City of Westminster and SWAG, dated April 11, 2016.

**3. Use.** Lessee shall use and occupy the Premises for activities and functions specifically related to the purpose and mission of the South Westminster Arts Group, as follows:

Allowable uses of the property under this lease agreement include:

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

The Premises shall not be used for any other purposes not directly related to the above uses, unless such use has received advance approval in writing by Lessor. SWAG shall maintain records of all programming including both SWAG sponsored programming and all 3<sup>rd</sup> party rentals of the property and the Westminster Housing Authority shall retain the right to inspect such records at any time.

#### **4. Utilities, Care and Maintenance of Premises.**

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

- paying the cost of utilities as defined in item 8;

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

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

## **5. Alterations.**

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

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

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

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

**8. Utilities.** The Lessee shall provide and pay for utility charges as they become due, including those for heat, electricity, water, sewer, and flood control for the 2016 year. All applications and connections for other services desired by Lessee for the Premises shall be made in the name of Lessee only, and Lessee shall be solely liable for such charges as they become due, including those for cable, internet, alarm and telephone services.

Pursuant to that certain Cooperative Agreement between the City, the Authority and SWAG, dated April 1, 2016, Lessor may provide grant funding to offset some of Lessee's utility charges, but this in no way relieves Lessee of its obligations hereunder to be primarily responsible.

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

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

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

**12. Insurance.**

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

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

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

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

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

**16. Taxes.** Lessee shall be solely responsible for the payment of any property or other taxes that may arise as a result of Lessee's use of the Premises. The Lessee covenants and warrants to Lessor that Lessee is exempt from all federal, state and local taxes and further, that Lessee shall take no action to cause the loss of its exemption from said taxes. Lessee further covenants and agrees with the Lessor that in the event



Lessee shall lose its exemption from taxes for any reason, Lessee shall timely pay all and any taxes accruing as a result thereof. Lessee further covenants and agrees to indemnify and hold Lessor harmless against any claims or judgments for unpaid taxes resulting from Lessee's use of the Premises.

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

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

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

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

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

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

**WESTMINSTER HOUSING AUTHORITY**

**SOUTH WESTMINSTER ARTS GROUP**

By: \_\_\_\_\_  
Donald M. Tripp, Executive Director

By: \_\_\_\_\_  
Debbie Teter, Chair

Attest: \_\_\_\_\_  
Authority Clerk

Attest: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Authority Attorney

**EXHIBIT 1**

**Location Map -- 3915 W. 73<sup>rd</sup> Avenue**



## A COOPERATIVE AGREEMENT

Between the

CITY OF WESTMINSTER, THE WESTMINSTER HOUSING AUTHORITY

And the

SOUTH WESTMINSTER ARTS GROUP

This Cooperative Agreement is made and entered into this 11th day of April, 2016, by and between the CITY OF WESTMINSTER (“City”), the WESTMINSTER HOUSING AUTHORITY (“WHA”) and the South Westminster Arts Group (“SWAG”).

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

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

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

WHEREAS, the WHA owns property at 3915 W. 73<sup>rd</sup> Avenue, and the City owns property at 7287 Lowell Boulevard, and 7225 Bradburn Boulevard that can serve to support arts and culture-related programming; and,

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

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

### A. GOVERNANCE AND OPERATION.

1. SWAG shall invite a City representative to serve on the SWAG board, and the City shall appoint a City staff person to sit and participate as a board member.
2. The City and SWAG shall work collectively to amend the SWAG bylaws to restructure the SWAG board so as to strengthen its capacity and effectiveness for the purpose of

fulfilling its basic mission of promoting the arts and culture as a means of facilitating revitalization of the South Westminster community.

3. SWAG, working in partnership with the City, shall prepare and adopt a five year Strategic Action Plan for the years 2017 through 2021 by October 31, 2016.

B. FINANCE AND REPORTING.

1. SWAG shall prepare and submit a 2016 budget to the City by April 30, 2016.
2. As and when board meetings occur, SWAG shall provide the City with a copy of the Board meeting minutes within 15 days after SWAG Board approval or acceptance;
3. SWAG shall prepare and submit an annual report to the City by February 15, 2017 detailing the following, at a minimum:
  - a. Board member information including names, roles, and operational responsibilities;
  - b. Membership and volunteer numbers and information pertaining to total volunteer hours served by members, functions served, and residency;
  - c. Grant applications and the results of said applications;
  - d. Year-end profit and loss statements for 2016, showing active budget year, actual amounts and variances, with detailed explanation of income and expenses;
  - e. A detailed synopsis of classes, events and programs offered during the year along with attendance and revenue/cost details;
  - f. A detailed report of the annual Orchard Festival to include:
    - (1) An overview of the event
    - (2) A detailed profit and loss statement showing all expenses and revenues
    - (3) Marketing and advertising efforts with ROI estimates
    - (4) attendance estimate and methodology for tracking attendance
    - (5) Volunteer count and total volunteer hours spent producing event
    - (6) Recommendations/needs for future events
4. SWAG shall diligently pursue funding from the Denver-metro Scientific and Cultural Facilities District, by preparing and filing a copy of the application in a timely manner relative to an eligibility determination and/or funding. The City shall support SWAG in its pursuit of such funding by providing staff assistance, as determined necessary and reasonable by the City, and based upon staff availability.

C. FACILITIES AND OPERATIONS.

1. The Westminster Housing Authority (WHA) shall lease the premises at 3915 W. 73<sup>rd</sup> Avenue, hereby referred to as the Rodeo Market Community Arts Center, to SWAG, on the following general conditions, which shall be more fully set forth in the Lease document:
  - a. The premises shall be leased to SWAG for a period not to exceed one year ending March 31, 2017, for the use of arts and cultural-related activities and programming.
  - b. SWAG shall pay a nominal lease rate of \$10.00 per year;
  - c. WHA shall contribute \$8,000.00 as a grant to SWAG that shall be used to assist SWAG in paying for the cost of water, gas and electric utilities for the duration of the lease. Such contribution shall be disbursed in four (4) equal quarterly payments with first payment to be processed by the WHA within thirty (30 days) of execution of this Agreement, and thereafter on July 31, October 31 and of the year 2016 and January 31 of 2017;
  - d. SWAG shall make utility payments in timely manner and remain in good standing with all utility providers. At the end of each quarter, SWAG shall provide the WHA with evidence of utility payments for the preceding quarterly period. Disbursement of remaining grant funds shall not be provided to SWAG until such documentation showing payments has been provided.
  - e. Failure of SWAG to abide by this Agreement may result in immediate termination of such lease.
2. The City shall lease SWAG the property at 7287 Lowell Boulevard for use as a community theater on a negotiated basis and under a separate use agreement with Germinal Stage. SWAG shall provide a copy of said use agreement to the City within 10 days of its execution by SWAG.
3. The City shall lease the property at 7225 Bradburn Boulevard to SWAG for use as artist studio space, on a negotiated basis under separate license agreements to individual artists.
3. SWAG shall conduct or host classes and programming in the Rodeo Market Community Arts Center as it pertains to the total mission of the organization.
4. SWAG shall be able to utilize the adjacent park area on an as needed basis in consultation with and subject to terms and conditions established by the Department of Parks, Recreation and Libraries.



5. SWAG shall plan for, coordinate and run the annual Orchard Festival on the grounds of the Rodeo Market Community Arts Center and in the general vicinity of 73<sup>rd</sup> Avenue and Osceola Street in the fall, as follows:
  - a. SWAG and the City shall coordinate and agree on an appropriate date for the festival.
  - b. SWAG shall apply for and obtain all required permits from the City and other regulating agencies;
  - c. The City shall waive any permit related fees required by the City;
  - d. The City shall coordinate with SWAG in providing logistical and equipment related support.
  
6. SWAG shall plan for, recruit artist submissions, and arrange for installation of art sculptures in the park area immediately east and north of the Rodeo Market Community Arts Center.

D. TERMINATION.

1. This Cooperative Agreement exists for a one year term and, by mutual agreement of all parties, may be renewed on an annual basis. This agreement shall terminate without further action on the part of any party in the event that it is not so mutually renewed.
2. All prior Cooperation or Cooperative Agreements between the parties are hereby rescinded and of no further effect.

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

CITY OF WESTMINSTER

SOUTH WESTMINSTER ARTS GROUP

\_\_\_\_\_  
Donald M. Tripp  
City Manager

\_\_\_\_\_  
Debbie Teter  
Board Chair

ATTEST:

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
SWAG Secretary

WESTMINSTER HOUSING AUTHORITY

ATTEST:

\_\_\_\_\_  
Donald M. Tripp  
Executive Director

\_\_\_\_\_  
Secretary to the Authority

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney's Office