



CITY COUNCIL AGENDA

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

Members of the audience are invited to speak at the Council meeting. Citizen Communication (item 5) and Citizen Presentations (item 12) are reserved for comments on items not contained on the printed agenda.

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Consideration of Minutes of Preceding Meetings**
4. **Presentations**
 - A. Presentation by Adams County School District 50 Students
 - B. Proclamation re Just Say No Week
 - C. Presentation by Dr Cindy Stephenson, Jefferson County R-1 School Superintendent
 - D. Proclamation re Community Pride Day
 - E. Proclamation re Arbor Day/Earth Day/ Tree City USA
 - F. Proclamation re National Drinking Water Week
 - G. Proclamation re "Animal Cruelty/Human Violence Awareness Week"
 - H. Presentation of Colorado Asphalt Pavement Association Award
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 citizen wishes to have an item discussed. Citizens then may request that the subject item be removed from the Consent Agenda for discussion separately.

8. **Consent Agenda**
 - A. Huron Street Design Contract Amendment, 140th to 150th Avenue
 - B. Traffic Signal at Zuni Street & 132nd Avenue and IGA with Broomfield
 - C. Traffic Signal LED Project
 - D. Meade Street Decorative Streetlight Authorization
 - E. IGA with Northglenn re 112th Avenue, Alcott Street to Huron Street Project
 - F. Approval of Preliminary Development Agreement with Forest City Enterprise
 - G. Middfoil Project for Control of Eurasian Watermilfoil in Standley Lake
 - H. 2004 Water Meter Purchases
 - I. 2004 Wastewater Collection System Improvement Project
 - J. Purchase of a Tandem Dump Truck (with Plow) for the Street Department
 - K. CB No. 20 re BAP for Roving Planet Inc. (Hicks-McNally)
9. **Appointments and Resignations**
10. **Public Hearings and Other New Business**
 - A. Resolution No. 23 awarding Category B-1 Service Commitments
 - B. Resolution No. 24 awarding Category B-2 Service Commitment
 - C. Resolution No. 25 awarding Category B-4 Service Commitments
 - D. Councillor's Bill No. 21 re Business Assistance Package for Pappadeaux Seafood Kitchen
 - E. Intergovernmental Agreement with WEDA re Shops at Walnut Creek
 - F. Resolution No. 26 re Moral Obligation Pledge for the Financing for the Purchase of White Property
 - G. Councillor's Bill No. 22 re 2003 Final Budget Supplemental Appropriation
 - H. Councillor's Bill No. 23 re Lease Agreement with Community Reach Center
 - I. Resolution No. 27 re Affiliation with Fire & Police Pension Association
 - J. Resolution No. 28 re to Pursue Fishing is Fun Grant For McKay Lake
 - K. Resolution No. 29 re Temporary Construction Easement for West 86th Ave Roadway Improvements
11. **Old Business and Passage of Ordinances on Second Reading**
 - A. CB No. 17, 18, 19, re Chamberlain Property
12. **Citizen Presentations (longer than 5 minutes) and Miscellaneous Business**
 - A. City Council
 - B. Executive Session
 1. Three Business Assistance Packages
 2. Land Use Matter
13. **Adjournment**

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE CITY COUNCIL MEETING
HELD ON MONDAY, APRIL 12, 2004 AT 7:00 P.M.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

Mayor Moss, Mayor Pro-Tem McNally, Councillors Dittman, Dixon, Hicks, Kauffman and Price were present at roll call. J. Brent McFall, City Manager; Martin McCullough, City Attorney; and Michele Kelley, City Clerk, were also present. Absent none.

CONSIDERATION OF MINUTES

Mayor Pro-Tem McNally moved, seconded by Dixon to approve the minutes of the meeting of March 29, 2004 with no additions or corrections. The motion carried unanimously.

PRESENTATION BY ADAMS COUNTY SCHOOL DISTRICT 50 STUDENTS

Mayor and City Council listened to the presentation by three School District 50 High School students from Ranum and Westminster High School regarding the Close Up trip to Washington DC, the City helped fund.

PROCLAMATION RE JUST SAY NO WEEK

Councillor Hicks presented a Just Say No proclamation to Cindy Jeffries and George Hovorka of Adams County School District 50 Westminister Area CAAT.

PRESENTATION BY DR CINDY STEPHENSON, JEFFERSON COUNTY R-1 SCHOOLS

Mayor and City Council listened to the presentation by Dr. Cindy Stephenson, Superintendent of JeffCo R-1 School District and Pat Olive, Community Superintendent of the Standley Lake Area, thanking the City for all their work and support with the School District.

PROCLAMATION RE COMMUNITY PRIDE DAY

Mayor Pro Tem McNally presented a proclamation to Open Space Volunteer Coordinator Patti Wright proclaiming May 15, 2004, as Community Pride Day in the City of Westminister

PROCLAMATION RE ARBOR DAY/EARTH DAY/TREE CITY USA

Councillor Kauffman presented a proclamation to Rich Dahl, and Environmental Services Analyst Anna Maylett proclaiming April 17, 2004, as Arbor Day and Earth Day in the City of Westminister, and accepted the Tree City USA Award, and special Tree City Growth Award from Keith Wood of the Colorado State Forest Service.

PROCLAMATION RE NATIONAL DRINKING WATER WEEK

Councillor Price presented a proclamation to Steve Ramer, Laboratory Analyst/Program Coordinator re National Drinking Water Week on May 2-8, 2004.

PROCLAMATION RE ANIMAL CRUELTY/HUMAN VIOLENCE AWARENESS WEEK

Councillor Dittman presented a proclamation to Mary McKenna and Barbara Lamanna for the week of April 18-24, 2004 as Animal Cruelty/Human Violence Awareness Week in the City of Westminister.

PRESENTATION OF COLORADO ASPHALT PAVEMENT ASSOCIATION AWARD

Councillor Dixon and Mr. Rodger Young, Director of Technical Services of the Colorado Asphalt Pavement Association (CAPA), recognized the Department of Public Works and Utilities Staff, with Ray Porter, Infrastructure Improvement Manager accepting the award for the City, and Mr. Ben Vagher, President of A-1 Chipseal Company, for their efforts in providing the highest quality sealcoating possible for the City of Westminster roadways in 2003.

CITY MANAGER COMMENTS

Brent McFall, City Manager, commented on Community Pride Day on May 15, the Annual Spring Clean-up beginning on April 17, and the Grand Opening of the Irving Street Library on April 17.

CITY COUNCIL COMMENTS

Mayor Pro-Tem McNally thanked staff for the Easter celebration for children, commented on the US36 Environmental Impact Statement, with the 3rd round of hearing beginning with one meeting being held at the Front Range Community College on May 11, and encouraged citizens to participate in the caucuses being held on Tuesday April 13.

Councillor Dixon commented on the upcoming caucuses, the meeting regarding Rocky Flats Wildlife Refuge with Department of Energy and the Division of Fish and Wildlife on April 14 at Broomfield City and County Building..

CONSENT AGENDA

The following items were considered as part of the consent agenda: Huron Street Design Contract Amendment, 140th to 150th Avenue with Transystems Corporation for \$44,01; Traffic Signal at Zuni Street & 132nd Avenue and IGA with Broomfield for \$150,801 (with \$70,017 to be reimbursed by the City and County of Broomfield); Traffic Signal LED Project for \$286,000; Meade Street Decorative Streetlight Authorization with Xcel Energy for \$61,549; IGA with Northglenn re 112th Avenue, Alcott Street to Huron Street Project; Approval of Preliminary Development Agreement with Forest City Enterprise Estimated \$750,000 City participation in Engineering design work; Middfoil Project for Control of Eurasian Watermilfoil in Standley Lake with EnviroScience, Inc for \$78,828; 2004 Water Meter Purchases with Mountain States Pipe and Supply for \$ 197,400; 2004 Wastewater Collection System Improvement Project with K.R. Swerdfeger Construction for \$61,600; Purchase of a Tandem Dump Truck (with Plow) for the Street Department for \$112,123; and CB No. 20 re BAP with Roving Planet Inc.

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

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

RESOLUTION NO. 23 AWARDING CATEGORY B-1 SERVICE COMMITMENTS

Councillor Dittman moved, seconded by Dixon to adopt Resolution No. 23 awarding Category B-1 Service Commitments to three new single-family detached projects: Country Club Highlands, Park Place, and Savory Farm Estates. Upon roll call vote, the motion carried unanimously.

RESOLUTION NO. 24 AWARDING CATEGORY B-2 SERVICE COMMITMENTS

Councillor Dittman moved, seconded by Dixon to Adopt Resolution No. 24 awarding Category B-2 Service Commitments to two new single-family attached projects: Legacy Village and Eliot Street Duplexes. Upon roll call vote, the motion carried unanimously.

RESOLUTION NO. 25 AWARDING CATEGORY B-4 SERVICE COMMITMENTS

Councillor Dittman moved, seconded by Dixon to adopt Resolution No. 25 awarding Category B-4 Service Commitments to two new traditional mixed-use neighborhood developments: East Bradburn and Hyland Village. Upon roll call vote, the motion carried unanimously.

COUNCILLOR'S BILL NO. 21 RE BAP FOR PAPPADEAUX SEAFOOD KITCHEN

Councillor Kauffman moved, seconded by Price to pass Councillor's Bill No. 21 on first reading authorizing the City Manager to enter into a three party Business Assistance Package (BAP) between the City of Westminster (City), Westminster Economic Development Authority (WEDA), and Pappas Restaurants (Pappas). The purpose of the three party agreement is to provide \$347,000 in sales tax rebates over the first five years from WEDA to Pappas; and a waiver of utility recoveries from the City of Westminster to Pappas. David Richards of Pappas Restaurants addressed Council. Upon roll call vote, the motion carried unanimously.

INTERGOVERNMENTAL AGREEMENT WITH WEDA RE SHOPS AT WALNUT CREEK

Councillor Hicks moved, seconded by Dittman to authorize the Mayor to execute an Intergovernmental Agreement with the Westminster Economic Development Authority (WEDA) agreeing to advance funds to WEDA for the purpose of making a payment to the District Court of Jefferson County concerning a Condemnation Action for land to further the Shops at Walnut Creek project and to be repaid by WEDA. The motion carried unanimously.

RESOLUTION NO. 26 MORAL OBLIGATION PLEDGE FOR FINANCING FOR WHITE PROPERTY

Councillor Hicks moved, seconded by Dittman to pass Resolution No. 26 approving the moral obligation pledge of the City for the WEDA borrowing of \$9,000,000, from Zions/Vectra Bank, for the purchase of 80 acres of property at the northeast corner of Huron Street and 144th Avenue, to be repaid when WEDA bonds are issued in late 2004 or early 2005 for the North I-25 project improvements, and further approving the Cooperation Agreement between the City of Westminster and WEDA, and further authorizing the City Manager to sign the necessary documents on behalf of the City. Upon roll call vote, the motion carried unanimously.

COUNCILLOR'S BILL NO. 22 RE 2003 FINAL BUDGET SUPPLEMENTAL APPROPRIATION

Mayor Pro-Tem McNally moved, seconded by Hicks to pass Councillor's Bill No. 22 on first reading providing for supplementary appropriations to the 2003 budget of the General Fund, General Capital Improvement Fund (GCIF) and General Capital Outlay Replacement Fund (GCORF). Upon roll call vote, the motion carried unanimously.

COUNCILLOR'S BILL NO. 23 RE LEASE AGREEMENT WITH COMMUNITY REACH CENTER

Councillor Kauffman moved, seconded by Dixon to TABLE this item. The motion carried with dissenting votes from Dittman and Hicks.

RESOLUTION NO. 27 RE AFFILIATION WITH FIRE & POLICE PENSION ASSOCIATION

Councillor McNally moved, seconded by Dixon to adopt the non-binding Resolution No. 27 requesting coverage under the FPPA Defined Benefit System administered by the Fire and Police Pension Association ("FPPA") for Fire Department members currently covered by the City of Westminster Fire Pension plan. Upon roll call vote, the motion carried unanimously.

RESOLUTION NO. 28 RE FISHING IS FUN GRANT FOR MCKAY LAKE

Councillor Dixon moved, seconded by Price, to adopt Resolution No. 28 authorizing the Department of Parks, Recreation and Libraries to pursue a grant from the Fishing is Fun program for trail and fishing enhancements to McKay Lake. Upon roll call vote, the motion carried unanimously.

RESOLUTION NO. 29 RE TEMPORARY EASEMENT FOR 86TH AVE ROADWAY IMPROVEMENTS

Councillor Price moved, seconded by Dixon, to adopt Resolution No. 29 authorizing the City Manager to sign documents granting a temporary construction easement to Village Homes for the construction of West 86th Avenue Roadway Improvements in Arvada. Upon roll call vote, the motion carried unanimously.

COUNCILLORS BILLS 17, 18, AND 19 RE CHAMBERLAIN PROPERTY

Councillor Hicks moved, seconded by Dittman to continue action on the second reading of the Chamberlain annexation parcel until the City Council meeting of April 26, 2004.

EXECUTIVE SESSION

Mayor Moss stated there would be an executive session to discuss three business assistance packages and a land use matter.

ADJOURNMENT:

The meeting was adjourned at 8:15 P.M.

ATTEST:

City Clerk

Mayor



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
April 12, 2004

SUBJECT: Presentation by Adams County School District 50 Students

Prepared by: Michele Kelley, City Clerk

Recommended City Council Action:

Mayor and City Council listen to the Close Up presentation by School District 50 High School students.

Summary Statement:

- City Council is requested to listen to several Adams County School District 50 High School students about their experience involving the Washington DC Close Up Government Program. This was a week long trip to Washington, D.C.
- In appreciation of the City of Westminster's financial contribution, several of the students from School District 50 Ranum and Westminster High School wish to make a brief presentation to City Council.
- Mark Ramsey, Social Studies Teacher at Westminster High School and Sponsor of the trip to Washington DC and several of the students that participated in this program will be present at Monday night's City Council meeting to make a short presentation of their impressions of their visit to Washington, D.C. and the workings of the federal government.

Expenditure Required: \$0

Source of Funds: n/a

SUBJECT: Presentation by Adams County School District 50 Students

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Policy Issues:

There are no policy issues associated with this presentation

Alternatives:

N/A

Background Information:

The City of Westminster provides matching funds to the School District No. 50 Education Foundation to send high school students to Washington, D.C. as part of the Washington Close Up Government Program.

This week long program experience occurred the week of February 29th through March 6th, 2004.

This program gives students the opportunity to interact with their legislators at the national level.

Respectfully submitted,

J. Brent McFall
City Manager



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
April 12, 2004

SUBJECT: "Just Say No" Week Proclamation

Prepared By: Richelle Work, Deputy City Clerk

Recommended City Council Action

The Mayor is requested to proclaim the week of April 18, 2004 as "Just Say No" Week in the City of Westminster and all of Council participate in the flag raising ceremony at 6:00 P.M. at the City Hall flag poles.

Summary Statement:

- The City is supporting the "Just Say No" Week again this year.
- Locally, the City of Westminster, in conjunction with the Westminster Area Community Awareness Action Team (CAAT), local schools, churches and area businesses have joined together to encourage all citizens of Westminster to participate in the Just Say No effort and to be reminded that alcohol, tobacco and other drug use by our youth is one of the most serious problems facing our society today.

Expenditure Required: \$ 0

Source of Funds: N/A

SUBJECT: "Just Say No" Week Proclamation

Page 2

Policy Issue:

None identified.

Alternatives:

None identified.

Background Information:

The City of Westminster has participated by proclaiming a week as "Just Say No" Week since 1986.

The Westminster Community Awareness Action Team's (CAAT) Drug-free Conference and "Just Say No" Carnival are community school based programs dedicated to the well being of children and teenagers.

The Westminster Area CAAT has once again requested that City Council proclaim April 18 through 24 as "Just Say No" Week and participate in a flag raising ceremony.

Cindy Jeffries and Colleen Mazzucca of School District 50 Westminster Area CAAT will be present to accept this proclamation.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

WHEREAS, Alcohol, tobacco and other drug use by our youth is one of the most serious problems facing our society today; and

WHEREAS, The Westminster Area Community Awareness Action Team works to empower youth to lead healthy, productive, drug-free lives; and

WHEREAS, The Drug Free Conference and “Just Say No” Carnival are community and school based programs dedicated to the well being of children and teenagers and locally coordinated by Westminster Area Community Awareness Action Team; and

WHEREAS, Resiliency of youth is promoted through City and Community Programs and Drug Free Clubs by providing opportunities to form strong relationships with positive peers and adults within community institutions, develop new life skills, and assume useful, meaningful roles in their communities.

NOW THEREFORE, I, Ed Moss, Mayor of the City of Westminster, Colorado, on behalf of the entire City Council and Staff, do hereby proclaim the week of April 18 through 24, 2004

JUST SAY NO WEEK

In the City of Westminster, to encourage all citizens of Westminster to participate in this effort and remind our citizens that drug use by youth is a serious problem that requires everyone’s attention.

Signed this 12th day of April, 2004

Ed Moss, Mayor



Agenda Item 4 C

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
April 12, 2004

SUBJECT: Presentation by Dr Cindy Stephenson, Jefferson County R-1 School Superintendent

Prepared by: Michele Kelley, City Clerk

Recommended City Council Action:

Mayor and City Council listen to the presentation by Dr. Cindy Stephenson.

Summary Statement:

- Dr. Stephenson's office contacted the City Clerk's office to schedule time on the April 12th Council meeting to address City Council.
- This time was requested to publicly thank City Council for their support to Jefferson County School District.

Expenditure Required: \$0

Source of Funds: n/a

SUBJECT: Presentation by Dr Cindy Stephenson, Jefferson County R-1 School Superintendent - Page 2

Policy Issues:

There are no policy issues associated with this presentation

Alternatives:

N/A

Respectfully submitted,

J. Brent McFall
City Manager



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
April 11, 2005

SUBJECT: Proclamation re Community Pride Day

Prepared By: Richard Dahl, Park Services Manager

Recommended City Council Action

Present a proclamation to Open Space Volunteer Coordinator Patti Wright proclaiming May 14, 2005, as Community Pride Day in the City of Westminster.

Summary Statement

- For several years, the City of Westminster and Hyland Hills Park and Recreation District have partnered for Community Pride Day, the largest annual volunteer trash cleanup in Westminster.
- Community Pride Day activities will include litter pickup in rights-of-way, greenbelts, trails, parks, and open space sites throughout the City and District. This cleanup program fosters residents' commitment to a cleaner community and attracts volunteers from scout troops, homeowners associations, schools, COG groups, civic organizations, businesses, families, and church groups.
- The event will conclude at Westminster City Hall with a barbeque sponsored by the City of Westminster and Hyland Hills Park and Recreation District. Food, entertainment, music, door prizes, and fire engine rides are featured at the barbeque.

Expenditure Required: \$ 3,000

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

Policy Issue

Community Pride Day has been held for many years with enthusiastic support of residents. City policy issues have not been encountered with this event.

Alternative

City Council could choose not to hold Community Pride Day in 2005. However, Staff still believes that this is a significant event that helps clean up the City, contributes to community pride, and fosters individual responsibility and land stewardship.

Background Information

Community Pride Day was established several years ago in recognition of the Keep America Beautiful anti-litter campaign. This popular volunteer cleanup event has grown from a few hundred volunteers to over 1,200 volunteers last year.

On May 14, volunteers will begin cleaning up along designated routes at approximately 8 a.m. After completion of their cleanup, volunteers meet at Westminster City Hall to celebrate their hard work with food, entertainment, and prizes. The barbeque's entertainment includes music provided by the mobile DJ, Quality Mobile Sound. Hotdogs and hamburgers will be hot off the barbecue grill at City Hall, courtesy of the Westminster Rotary Club chefs, along with soda pop, chips, and dessert. Partnerships with the Westminster Rotary Club, Wild Oats Market, Albertsons, and Wal*Mart are instrumental in providing a quality event for the volunteers. Generous donations for door prizes have been received by several area merchants.

Mayor Nancy McNally will read the Community Pride Day proclamation and recognize sponsors. A representative from Hyland Hills Park and Recreation District will also speak to the volunteer group. During the barbecue, the Westminster Fire Department will offer safety demonstrations and antique fire engine rides. Westminster's K-9 team will also amaze the volunteers during the barbeque. The Westminster Youth Advisory Panel is volunteering at the barbecue to help make it a success.

The Community Pride Day Committee, which is made up of volunteers from various City departments, Westminster Rotary, and Hyland Hills Park and Recreation District, has met for several months to plan this event.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

WHEREAS, Keep America Beautiful, a national nonprofit organization, strives to empower individuals to take greater responsibility for enhancing their community environments, and therefore sponsors the Great American Cleanup; and

WHEREAS, The City of Westminster and Hyland Hills Park and Recreation District have joined together to mobilize citizens to take action in their communities and to support the nation's largest volunteer beautification and improvement project; and

WHEREAS, The goal of Community Pride Day is to bring together youth, government, businesses, families, neighborhoods, and community leaders to help clean up the City and Hyland Hills Park and Recreation District and share pride in our community; and

WHEREAS, Westminster and Hyland Hills Park and Recreation District have organized a cleanup program with sponsors and donations from the community; and

WHEREAS, The caring citizen-volunteers of our communities are ready and willing to do their part to engage in cleanup activities and demonstrate their civic pride and individual responsibility.

NOW, THEREFORE, I, Ed Moss, Mayor of the City of Westminster, Colorado, on behalf of the entire City Council and Staff, do hereby proclaim May 15, 2004,

Community Pride Day

in the City of Westminster and call upon all citizens and civic organizations to recognize and support the efforts of the volunteers and citizens who take pride in keeping Westminster and Hyland Hills Park and Recreation District clean places to live.

Signed this 12th day of April, 2004.

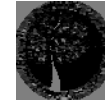
Ed Moss, Mayor



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
April 12, 2004



SUBJECT: Proclamation re Arbor Day/Earth Day/ Tree City USA

Prepared By: Rob Davis, City Forester
Anna Maylett, Environmental Services Analyst

Recommended City Council Action

Present a proclamation to City Forester Rob Davis and Environmental Services Analyst Anna Maylett proclaiming April 17, 2004, as Arbor Day and Earth Day in the City of Westminster, and accept the Tree City USA Award and Tree City Growth award as presented by State Forester Keith Wood from the Colorado State Forest Service.

Summary Statement

- State Forester Keith Wood from the Colorado State Forest Service will present the Tree City USA award to the Mayor and City Council. This will be the nineteenth consecutive year that the City has received the Tree City USA Award.
- Additionally, the Tree City USA Growth Award will be presented to City Council.
- The Mayor is requested to present the City's Arbor Day and Earth Day proclamation to City Forester Rob Davis and Environmental Services Analyst Anna Maylett.

Expenditure Required: \$ 0

Source of Funds: N/A

Policy Issue

No Policy issue identified.

Alternative

No alternatives identified.

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 Rob Davis, Rich Dahl, Bill Walenczak, and Rod Larsen.)
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 Growth Award is also sponsored by the National Arbor Day Foundation to recognize environmental improvement and encourage higher levels of tree care throughout America. It is designed to recognize achievement, to communicate new ideas, and help the leaders of all the Tree City USA award recipients plan for improving community tree care. The recipient of the award must be a Tree City USA Award winner in at least its second year, it must spend as much money as the previous year on community forestry, and it must reach certain levels in education and public relations, partnerships, planning and management, as well as tree planting and maintenance.

In 1962, Senator Gaylord Nelson of Wisconsin suggested that, due to rising concern over the state of the environment, one day be set-aside in observance of the environment. The first Earth Day was held on April 20, 1970. Earth Day is now celebrated annually on April 22 to raise awareness of and encourage citizen participation in activities that sway the balance of life and the Earth. For the City of Westminster, April 17, 2003, is established as Earth Day in order to coordinate with Arbor Day events. Each year, the national celebration chooses a theme and for 2004 the theme is "Water For Life." This theme is intended to raise awareness of water quality issues and specifically emphasize storm water pollution reduction.

The calendar of events scheduled for Arbor and Earth are as follows:

Arbor Day and Earth Day School Program

Thursday, April 15, 1 p.m. at Ryan Elementary, 5851 West 115th Avenue

The presentation at the Ryan Elementary School will educate 4th grade students about the history of Arbor Day and Earth Day. Prizes for the Arbor Day poster contest will be awarded, with the first place winner receiving a potted evergreen tree. Second through tenth place winners will receive a 2 to 3-foot oak sapling. The students will be shown how to properly plant and take care of their trees as well. All students will receive buttons, tree seedlings, and tote bags from the Environmental Advisory Board, which include educational materials on water quality. The Environmental Advisory Board members will make a presentation using an interactive storm water model. The interactive model demonstrates the effects of storm water pollution on surface water bodies.

Arbor Day and Earth Day Celebration

Saturday, April 17, 8 a.m. to 3 p.m. at City Park Recreation Center, 10455 Sheridan Boulevard

Parks Division Staff will distribute two to three-foot oak (bare root) saplings, white fir seedlings, literature and wood chip mulch. A tree sale will be held and members of the Environmental Advisory Board will be on hand to distribute information about Earth Day and to pass out tote bags. A drawing will be held for a 5-gallon, potted drought tolerant tree. The winner of the drawing will be contacted by phone and need not be present to win.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

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

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

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, and provide habitat for wildlife; and

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

WHEREAS, Trees, wherever they are planted, are a source of joy and spiritual renewal; 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.

WHEREAS, in 1970, Senator Gaylord Nelson of Wisconsin, suggested in a speech that a one-day demonstration be held to show concern for the environment. April 22, 1970, was designated the original Earth Day. Denis Hayes, then a Harvard Law School student, left school to organize the event, which involved thousands of schools, universities, and environmental groups as well as members of Congress and officials and activists throughout the U.S.

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

WHEREAS, Annually a national theme is chosen for all to focus their attention on April 22; and

WHEREAS, The year 2004 Earth Day theme is Water For Life;

NOW, THEREFORE, The City Council of the City of Westminster, Colorado, hereby proclaims Saturday, April 17, 2004, as ARBOR DAY and EARTH DAY in the City of Westminster, and urges all citizens to support efforts to protect our trees and to support our City's urban forestry program; urge all citizens to plant trees to gladden the hearts and promote the wellbeing of present and future generations; and further urge all citizens to become aware of water quality impacts.

Signed this 12th day of April 2004.

Ed Moss, Mayor



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
April 12, 2004



SUBJECT: Proclamation re National Drinking Water Week

Prepared by: Steve Ramer, Laboratory Analyst/Program Coordinator

Recommended City Council Action

Proclaim the week of May 2 - May 8, 2004 as “National Drinking Water Week” in the City of Westminster.

Summary Statement

- City Council is requested to proclaim the week of May 2 - May 8, as “National Drinking Water Week” in the City of Westminster.
- Steve Ramer, Water Plant Laboratory Analyst and Program Coordinator for the Westminster Water Week Program, will be at the City Council meeting to accept the proclamation.
- National Drinking Water Week focuses on the importance of a safe, domestic water supply and the limited nature of our Nation’s drinking water supply resources. The objective of this week is to educate and inform the public of the importance of a safe, reliable public water source, the need for wise use of water and water conservation and protection, and to encourage each local water utility to involve its citizens in water promotion activities.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

None identified.

Alternative

None identified.

Background Information

The City program, scheduled for the week of May 2 - May 8, will be coordinated by the Public Works and Utilities Department's Water Resources and Treatment Division. A booth and display will be set up at the Westminster Mall from May 6 - May 8. The display will include a tabletop display on water treatment, a TV/VCR unit for viewing water related films, handouts and brochures on water conservation, water treatment, and water quality. A drawing will also be held for a gift certificate from Home Depot.

In conjunction with this activity, classroom presentations will be offered to elementary and junior high school students. There will be a poster contest for elementary school students and an essay contest for junior high school students, all of which will be displayed at the City Park Recreation Center. The winning posters and essays will be on display at the Semper Water Treatment Facility for the remainder of the year.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

WHEREAS, our health, comfort and standard of living depend on an abundant supply of safe, high quality water, and

WHEREAS, the problems and challenges of meeting future water supply needs are many and growing in complexity, and

WHEREAS, the ever increasing need for domestic water makes expansion of storage, supply and distribution facilities, the water quality monitoring and continued training of skilled personnel essential.

NOW THEREFORE, I, Ed Moss, Mayor of the City of Westminster, on behalf of the entire City Council and Staff of the City of Westminster, Colorado, do hereby proclaim the week of May 2 through 8, 2004 as

NATIONAL DRINKING WATER WEEK

in the City of Westminster and ask all citizens to join in extending our appreciation to the dedicated men and women of our Westminster Municipal water system, and urge that Westminster citizens participate in National Drinking Water Week activities and become more informed about Westminster's water supply and system.

Signed this 12th day of April 2004.

Ed Moss, Mayor



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
April 12, 2004



SUBJECT: Proclamation re “Animal Cruelty/Human Violence Awareness Week”

Prepared By: Mary McKenna, Animal Control Supervisor
Barb Lamanna, Victim Services Coordinator

Recommended City Council Action

Proclaim the week of April 18–24, 2004 as Animal Cruelty/Human Violence Awareness Week in the City of Westminster.

Summary Statement

- ◆ The week of April 18–24, 2004 has been designated Animal Cruelty/Human Violence Awareness Week by the Humane Society of the United States.
- ◆ Efforts have been implemented to focus attention on family pets that are mistreated in the context of family violence, and education as to the connection between animal cruelty and domestic violence.
- ◆ Locally, the Westminster Police Department’s Animal Control and Victim Services’ units join with criminal justice professionals, social service workers, veterinarians, educators, and citizens to work together to reduce animal cruelty, family violence, and community violence.
- ◆ The Humane Society will launch an online directory of programs and introduce a new booklet to assist animal care professionals, domestic violence counselors, and veterinary professionals in the education process.

Expenditure Required: \$ 0

Source of Funds: N/A

Policy Issue

The City of Westminster has supported efforts against animal cruelty by establishing a cruelty ordinance in the Municipal Code and supports the rights of victims of domestic violence through the Fast Track Domestic Violence hearings at the Westminster Municipal Court. This proclamation is consistent with the City’s position on the care and treatment of victims and animals alike.

Alternative

No alternatives identified.

Background Information

The year 2004 marks the 50th anniversary of the Humane Society of the United States (HSUS). In 1997, the First Strike campaign was created by HSUS to raise public awareness about the connection between animal cruelty and human violence.

The Denver Metro area very recently experienced several high profile animal abuse incidents involving dogs stolen from the Colorado Humane Society of Englewood who were then placed in a portable kennel and set on fire. The City of Westminster in 2001 had a similar incident involving a cat that was set on fire and thrown from a vehicle. The public outcries surrounding animal abuse situations like these are enormous.

What very often goes unnoticed is the connection between animal abuse and victim abuse. A recent sampling by the HSUS of some of the largest domestic violence shelters in the United States found that 91% of adult victims and 73% of children indicated that companion animal abuse occurred in the same incident as their abuse. Pets are oftentimes the silent victims of family violence.

Animal Control Supervisor Mary McKenna and Victim Services Coordinator Barb Lamanna will be in attendance to receive the proclamation on behalf of the Westminster Police Department.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

WHEREAS, The year 2004 marks the 50th anniversary of the Humane Society of the United States; and

WHEREAS, The year 2004 is the seventh anniversary of the Humane Society's First Strike program, the purpose of which is to shed light on the animal abuse and family violence connection; and

WHEREAS, Animals who live in violent homes may be injured by the abuser to intimidate and control other members of the household; and

WHEREAS, A high percentage of domestic abuse incidents also involve companion animal abuse; and

WHEREAS, The City of Westminster strongly supports efforts against both domestic violence and animal cruelty;

NOW, THEREFORE, I, Ed Moss, Mayor of the city of Westminster, on behalf of the entire Westminster City Council and Staff, do hereby proclaim the week of April 18, through April 24, 2004, as

ANIMAL CRUELTY/HUMAN VIOLENCE AWARENESS WEEK

In the city of Westminster and call upon all citizens and civic organizations to focus attention to family pets that are mistreated in the context of family violence and education to the connection between animal cruelty and domestic violence.

Signed this 12th day of April, 2004.

Ed Moss Mayor



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
April 12, 2004



SUBJECT: Presentation of Colorado Asphalt Pavement Association Award

Prepared By: Ray Porter, Infrastructure Improvements Manager
Ron Hellbusch, Director Public Works and Utilities

Recommended City Council Action

The Mayor and Mr. Rodger Young, Director of Technical Services of the Colorado Asphalt Pavement Association (CAPA), are requested to recognize the Department of Public Works and Utilities Staff and Mr. Ben Vagher, President of A-1 Chipseal Company, for their efforts in providing the highest quality sealcoating possible for the City of Westminster roadways in 2003.

Summary Statement

- Department of Public Works and Utilities Infrastructure Improvements 2003 Chipseal Project/Staff and Contractor are being recognized by CAPA for their efforts in constructing the best preventative maintenance roadway project in Colorado.
- The Department of Public Works and Utilities 2003 Chipseal Project/Staff and Contractor who will receive awards include Infrastructure Improvement Manager Ray Porter and President of A-1 Chipseal Company, Ben Vagher.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

There is no policy issue associated with the presentation of this award.

Alternative

No alternative to this item was identified.

Background Information

Department of Public Works and Utilities Staff and the 2003 chipseal contractor, A-1 Chipseal Company representatives, were presented with plaques and recognition at the 10th Annual Colorado Asphalt Pavement Association's "Best in Colorado" Asphalt Pavement Awards Banquet on Wednesday, February 18, 2004.

The City's 2003 Chipseal Project was recognized by the Colorado Asphalt Pavement Association as Colorado's best preventative maintenance roadway project constructed in 2003. A-1 Chipseal Company applied the process to 115 streets throughout Westminster last summer for a cost of \$735,000. Westminster has been successfully using this cost effective preventative maintenance strategy since 1978. A-1 Chipseal Company has been doing the work for Westminster since 1995 and should be credited for constantly improving the product and their workmanship. Westminster Staff believes that chipseal resurfacing prolongs the life expectancy of an asphalt pavement by eight to twelve years at about one-third the cost of a conventional overlay.

Respectfully submitted,

J. Brent McFall
City Manager



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
April 12, 2004



SUBJECT: Huron Street Design Contract Amendment, 140th to 150th Avenue

Prepared By: Stephen C. Baumann, Assistant City Engineer

Recommended City Council Action:

Authorize the City Manager to sign an amendment to the agreement with Transystems Corporation for additional engineering design services requested by the City for the Huron Street improvements project from 140th to 150th Avenue and authorize \$44,010 to cover these costs.

Summary Statement:

- Design of Huron Street from 140th Avenue to the north City limits (150th Avenue alignment) was started under an agreement with Transystems Corporation, approved by City Council in July of 2003. A total of \$293,000 was approved for the various components of the design effort, which are now about 50% complete. Subject to securing funding for right-of-way acquisition and construction, the project could be ready to bid in late 2004.
- The scope of work for the original design contract was comprehensive; however, several new design issues have arisen and will require an amendment of the agreement with Transystems. They include the development of plans and specifications for berming, fencing and landscaping along the existing residential frontages along Huron Street; preparation of a Phase I environmental site assessment and plans for demolition of vacated structures and other site work; and a correction of survey datum.
- In addition to these activities, Transystems is being asked to coordinate the evolving design of Huron Street and 144th Avenue with the site planning that Forest City has started at the northeast corner of that same intersection and the Huntington Trails subdivision at the southwest corner. This coordination will include examining design concepts for 144th east of Huron, which is clearly outside the original scope of Transystems' contract and will be necessary to keep both the street improvement project and the adjacent site planning in step with each other. This will be particularly important with the Forest City site development, which is expected to move forward on an aggressive schedule.

Expenditure Required: \$44,010

Source of Funds: General Capital Improvement Fund Huron Street Project.

Policy Issue

Should the City contract for additional engineering services under the existing design contract for Huron Street, 140th Avenue to 150th Avenue.

Alternative

City Council could decide to leave the scope of design as originally defined. This is not recommended since the added services are critical to progress of the street improvement project itself and the coordination of design with Forest City's development planning.

Background Information

In July 2003, City Council approved a contract with Transystems Corporation for the final design engineering of street improvements to Huron Street from 140th Avenue and 150th Avenue. This is the second of two design contracts, the first of which extends from 128th Avenue to 140th Avenue, now scheduled to begin construction in July of this year. Both projects will rebuild Huron Street to arterial street standards with significant landscaping, drainage and pedestrian facilities that will serve the growing north I-25 corridor. The design effort is approximately 50% complete and if funding becomes available, plans could be ready to bid in the third quarter of 2004.

Several additional work items are being requested of Transystems in addition to the original scope of design. A modification in project horizontal and vertical datum (i.e., the coordinate system used to exactly locate points in the field) will be necessary, with the City's share of that cost being \$7,800. The datum mix-up had its origins in the 136th Avenue Interchange project where the Department of Transportation prescribed the benchmark coordinate system. The most important aspect of the change is getting the Huron project coordinate system compatible with floodplain mapping for the McKay Lake Drainageway and the Shay Ditch, both of which require that large culverts be built under Huron Street.

It will also be necessary to demolish buildings and remove trees between 136th Avenue and 144th Avenue. A Phase I environmental assessment is being prepared to identify any hazardous materials in the buildings and right-of-way being acquired. Plans and specifications will then be prepared for demolition and removals to be done ahead of the street improvement projects themselves. Approximately \$17,810 has been identified for the plans and assessment preparation and bidding of the work.

The City has requested that Transystems include landscaping design services for the right-of-way adjacent to the residential properties that adjoin Huron Street north of 144th Avenue. The design concept will incorporate berms and/or fencing to respond to concerns of these neighborhoods about noise and increased traffic from both the street project and the development between Huron Street and I-25 that it will serve. City Council had earlier expressed support for such mitigation efforts. Related to that is the need to be responsive to development planning by Forest City for the site at the northeast corner of Huron Street and 144th Avenue. As the Forest City site plan evolves, Transystems will be able to assist and quickly respond to the technical questions that involve the two streets. \$18,400 has been identified to cover these assignments.

The total additional fees for the design contract for Huron Street from 140th Avenue to 150th Avenue is \$44,010 and if Council approves, will bring the total authorized for design activities to \$337,010. Funds are available for this purpose in the General Capital Improvement Fund Huron Street Project account.

Respectfully submitted,

J. Brent McFall
City Manager



WESTMINSTER COLORADO

Agenda Memorandum

City Council Meeting
April 12, 2004



SUBJECT: Traffic Signal at Zuni Street & 132nd Avenue and Intergovernmental Agreement with the City and County of Broomfield

Prepared By: Greg Olson, Transportation Systems Coordinator

Recommended City Council Action:

Authorize the City Manager to sign an Intergovernmental Agreement between the City and County of Broomfield and the City of Westminster regarding cost sharing on the installation of a traffic signal at the intersection of 132nd Avenue and Zuni Street; authorize the City Manager to enter into a construction agreement with the low bidder, Integrated Electric, Inc., in the amount of \$107,673; authorize the expenditure of \$31,950 to Valmont Industries, Inc., for traffic signal poles and mast arms; authorize a project contingency of \$10,767, and charge these expenses to the appropriate project account in the General Capital Improvement Fund.

Summary Statement

- The intersection of Zuni Street and 132nd Avenue is on the boundary between the City and County of Broomfield and the City of Westminster.
- The most recently conducted evaluation of candidate intersections throughout the City revealed that the intersection of 132nd Avenue and Zuni Street is the only one that meets the City's criteria for the installation of a signal. This signal installation has been requested by a number of residents of the Amherst Subdivision.
- Staff approached Broomfield with a request for their participation in the cost of such a signal.
- The attached IGA provides for the City and County of Broomfield to reimburse the City for one-half of the traffic signal installation costs. At this time, the IGA quotes Broomfield's share at \$70,017, which does not account for the project contingency. This account will be adjusted to reflect final project costs.
- Formal bids were solicited from six traffic signal contractors and a price quote was obtained for the traffic signal equipment.

Expenditure Required: \$150,801 (with \$70,017 to be reimbursed by the City and County of Broomfield)

Source of Funds: General Capital Improvement Fund

Policy Issues

Does Council wish to authorize the construction of the proposed traffic signal installation?

Alternatives

Postpone the installation of the Zuni Street and 132nd Avenue traffic signal. Staff does not recommend this alternative, as this signal meets City requirements and Staff receives frequent inquiries about this traffic signal.

Background Information

As part of the 2004 budget preparation process, Staff evaluated 16 intersections in the City to determine the need for signalization and establish priorities for such installations (see attached “Standard Procedure For Specifying Priorities for Installation of Traffic Signals 2004”). Only the intersection of Zuni Street and 132nd Avenue met the City’s installation criteria for signalization.

In 2003, Staff approached the City and County of Broomfield with a request to participate in the construction of a traffic signal at Zuni Street and 132nd Avenue. Staff proposed to design and install the project and enter into an Intergovernmental Agreement to seek reimbursement for one-half of the costs from the City of Broomfield (see attached IGA for Public Improvement Construction). Once the new traffic signal construction is completed, the City of Broomfield will operate and maintain the traffic signal at no cost to the City.

It is anticipated that the reimbursed funds from Broomfield be deposited back into the New Traffic Signals Project of the General Capital Improvement Fund to construct miscellaneous items such as 20MPH school flashers, mid-block pedestrian signals or traffic signal optimization projects that may be warranted later this year.

Bids were received on January 29, 2004 for the construction portion of the project in addition to a separate manufacturer’s quote for City-furnished equipment to be installed by the contractor. In prior years, the traffic signal construction bidding process indicated that City-furnished traffic signal poles is the most cost effective way of installing traffic signals. The bids are as follows:

Contractor	Bid
Integrated Electric	\$107,673
C & D Electric	\$115,399
Colorado Signal Company	\$116,782
Sturgeon Electric	\$118,153
W.L. Contractors	\$122,326
DKS Enterprises	\$126,370

The lowest bidder, Integrated Electric, is the City’s current traffic signal maintenance contractor and has satisfactorily installed other traffic signal projects for the City. Project costs using the lowest bidder are:

Item	Details	Amount
Construction	Integrated Electric	\$107,673
Traffic Signal Poles	Valmont Industries, Inc.	\$ 31,950
Electric Service	Xcel Energy	\$ 412
	Sub-Total (Broomfield 50% reimbursement basis)	\$140,035
Project Contingency	10% of Construction	\$ 10,767
	Project Total	\$150,802

SUBJECT: Traffic Signal at Zuni Street & 132nd Avenue and Intergovernmental Agreement
with the City and County of Broomfield Page 3

The following represents Staff's anticipated schedule for completing the traffic signal project, assuming City Council authorizes the IGA, awards the contract and authorizes the purchase of the necessary traffic signal equipment:

April 12 th	City Council awards the contract and authorizes the equipment purchase
April 14 th	Order traffic signal equipment
April 28 th	Issue Notice to Proceed to the contractor
August 19 th	Completion of the traffic signal project

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF WESTMINSTER
AND
THE CITY AND COUNTY OF BROOMFIELD
FOR
PUBLIC IMPROVEMENT CONSTRUCTION**

THIS AGREEMENT is made and entered this __day of _____, 2004, by and between the CITY OF WESTMINSTER, a Colorado home rule municipality (the "City"), and THE CITY AND COUNTY OF BROOMFIELD, a Colorado Municipal Corporation and County (the "County").

WHEREAS, the City is charged with the responsibility of constructing a traffic signal, and the County is responsible to reimburse the City for one-half of the construction costs in 2004 or 2005; and

WHEREAS, the City has the power and authority to construct and erect new traffic signals and infrastructures related thereto; and

WHEREAS, pursuant to Article XIV, Section 18 of the Colorado Constitution, and section 29-1-203, C.R.S., the City and the County have the power and authority to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each entity; and

WHEREAS, said construction will involve the construction of new public improvements to be dedicated to and maintained by the County; and

WHEREAS, the City and the County wish to set forth mutually acceptable terms and conditions for the proposed construction that will assure the County that the construction will occur in a manner that will maintain the integrity of and will have the least possible negative impact upon the City's and County's streets, utilities, and other service systems, while allowing the City to proceed with the construction in as a timely and expeditious manner as possible.

NOW, THEREFORE, in consideration of the above premises, the mutual promises set forth below, and for other good and valuable consideration, the City and the County hereby agree as follows:

1. The Project. This Agreement is related to the construction of a new traffic signal at the intersection of Zuni Street and 132nd Avenue (the "Project"). The Project will include the construction of those public improvements described on Exhibit "A" attached (the "Improvements").

2. Document Submittals for County Review and Approval. Prior to the commencement of any construction activities related to the Project, the City agrees to submit the following documents to the County for its review and approval:

- a. Plans and specifications for the Improvements.
- b. Bid results and award of bid
- c. Material Submittals.

All submittals shall be in a form satisfactory to the County Traffic Engineer.

3. Construction of Public Improvements. With respect to the construction of the Improvements, the City agrees as follows:

(A) Construction of the Improvements will be completed on or before August 1, 2004 ; provided, however, that the City may require that the construction of the Improvements or portions thereof be advanced or delayed by such time periods as may be reasonably practical. Any such scheduling adjustments shall be confirmed in writing signed by the authorized representatives of both parties.

(B) The construction of the Improvements shall be in accordance with County standards and specifications and in conformance with the plans and specifications approved by the County pursuant to paragraph 2 above.

(C) The Improvements shall be constructed in a manner that least impacts existing City, and County streets, utilities and other City or County systems.

(D) Any of the Improvements or portions thereof not conforming to the approved plans and specifications will, be removed, repaired or modified as necessary to bring the improvements into conformance with the plans and specifications. All such necessary removals, repairs or modifications shall be made expeditiously and without undue delay.

(E) If the City, in its reasonable judgment, determines that emergency repairs are required to restore or protect public facilities as a result of the construction of the Improvements or any other construction activity related to the Project, the City shall have the right to make such repairs and the County shall reimburse the City for half of all reasonable costs of making such repairs.

4. Insurance. The City agrees that it will require their contractor to maintain for the duration of the construction of the Project:

- a. Contractor's General Public Liability and Property Damage Insurance Policy.
- b. Worker's Compensation Insurance.
- c. Comprehensive Automobile Liability.
- d. Performance Bond.
- e. Payment Bond.

Evidence of the above-listed insurance coverages and bonds shall be provided to the County prior to the commencement of construction of the Project.

5. Inspection and Acceptance of the Improvements.

(A) Upon completion of the Improvements, the City shall submit in writing a request for inspection and acceptance. The County Traffic Engineer shall perform the requested inspection and shall prepare an acceptance corrections list, which shall state such deficiencies, if any, that have to be corrected prior to acceptance of the Improvements.

(B) The Improvements will be accepted by the County when all items are satisfactorily completed in accordance with the terms of this Agreement and the approved plans and specifications. Upon such acceptance, the Improvements will become public facilities and the property of the County, and such acceptance shall commence the warranty period and performance obligations contained in paragraph 7 below.

6. Conveyance of Improvements.

(A) Prior to commencing the construction of the Improvements or any portions thereof, the City shall ensure sufficient easements and rights-of-way which will allow for the permanent operation and maintenance of the improvements by the County after their acceptance.

(B) Once accepted, all physical components of the Improvements including, but not limited to, traffic signal poles, controller cabinet and underground facilities, and all appurtenances thereto, shall be transferred to the County by a bill of sale which warrants title to the Improvements to the County. Upon acceptance, the County will be responsible for the maintenance and operation of all the physical components of the Improvements with the exception of the City's street name signs.

(C) The Improvements shall be transferred to the County free of any liens, charges, or other encumbrances.

(D) The County shall reimburse the City for one-half of the construction costs. The County shall pay the amount of **\$70,017.00** no later than 365 days following completion of the project. The actual amount of reimbursement may be slightly higher or lower depending on final settlement with the City's contractor.

7. Warranty of Improvements.

(A) For a period of one (1) year following the acceptance of the Improvements, the City will require their contractor to be responsible for making all repairs or replacements necessary due to defective materials or workmanship, in the opinion of the County, are necessary to restore the Improvements to the same standards applicable at the time of acceptance of said Improvements.

(B) After completion of the ninth (9th) month of the warranty period, a warranty inspection will be conducted by the County and submitted to the City stating what repairs or replacements are necessary pursuant to this paragraph. All such stated deficiencies shall be completed by the City's contractor within sixty (60) days of notification. The County will monitor the satisfactory completion of all the items and, when completed, will execute in writing to the City an acknowledgement of the completion of the warranty period and the release of the City of the responsibilities provided for by this paragraph 7.

(C) Any warranty repair or replacement that is not satisfactorily completed by the City's contractor within sixty (60) days following notification may be completed by the County and the City will reimburse the County for one half of these costs.

(D) It is the intent of the parties that at the end of the warranty period the City's contractor shall deliver to the County the Improvements free of any defects.

(E) Nothing in this Agreement shall be construed or deemed as requiring the County to accept or release from warranty any improvements that are defective.

Insurance certificates required by this Agreement to be furnished to the County shall be sent to the Engineering Department, Attention: Tom Schomer with copies to the City.

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

CITY OF WESTMINSTER

THE CITY AND COUNTY OF BROOMFIELD

By: _____
J. Brent McFall

By: _____
Mayor

ATTEST:

ATTEST:

By: _____
City Clerk

By: _____
City Clerk

APPROVED AS TO LEGAL FORM:

APPROVED AS TO FORM:

City Attorney

City & County Attorney

EXHIBIT "A"
PROJECT COSTS

Schedule: Zuni Street & 132nd Avenue

No.	Item	Units	Quantity	Unit Cost	Total
1	2" Electrical Conduit (PVC)	LF	825	\$5.69	\$4,694.25
2	3" Electrical Conduit (PVC)	LF	400	\$7.12	\$2,848.00
3	Pull Box - Large (Plastic)	EA	1	\$168.00	\$168.00
4	Pull Box - Medium (Plastic)	EA	8	\$129.55	\$1,036.40
5	Wiring (Includes service wiring)	LS	1	\$2,016.06	\$2,016.06
6	Traffic Signal Face (12-12-12) LED	EA	11	\$756.54	\$8,321.94
7	Traffic Signal Face (12-12-12-12-12) LED	EA	4	\$1,228.21	\$4,912.84
8	Pedestrian Signal (16") LED Countdown, Full Symbol	EA	8	\$637.85	\$5,102.80
9	Pedestrian Push Button & Sign	EA	8	\$103.36	\$826.88
10	Emergency Vehicle Detector 722	EA	1	\$1,093.76	\$1,093.76
11	Emergency Phase Selector, 752	EA	1	\$3,711.45	\$3,711.45
12	170 Controller with 333 cabinet on fiberglass base	EA	1	\$18,013.54	\$18,013.54
13	Video Detection, 4 Camera, Vantage Edge 2 & Camera	LS	1	\$23,253.14	\$23,253.14
14	Spread Spectrum Radio System, Directional Antenna	LS	1	\$3,164.44	\$3,164.44
15	Traffic Signal Mast Arm Pole w/luminaire (Install Only)	EA	3	\$1,642.14	\$4,926.42
16	Traffic Signal Mast Arm Pole (Install Only)	EA	1	\$2,129.76	\$2,129.76
17	Pot-hole utilities for Directional Bore	EA	13	\$126.27	\$1,641.51
18	Illuminated signs, LED Edge Lit, Broomfield Specification	EA	2	\$3,605.26	\$7,210.52
19	Illuminated signs, Westminster Specification	EA	2	\$3,233.18	\$6,466.36
20	Thermoplastic crosswalk and stop bar striping	SF	800	\$6.19	\$4,952.00
21	Construction Traffic Control	LS	1	\$1,182.20	\$1,182.20
	Actual Low Bid			Total	\$107,672.27

Note: Unless otherwise specified, all materials and specifications shall comply with the City of Broomfield Standards. All items are furnish and install except items 15 and 16 which are install only.

1 @45-Foot Mast Arm Pole (accepts future luminaire)		7,547
1 @45-Foot Mast Arm Light Pole	8,422	
1 @40-Foot Mast Arm Light Pole	8,323	
20-Foot Mast Arm Light Pole	7,658	
Valmont Pole total	\$31,950	
Construction Integrated Electric	\$107,673	
Xcel Energy Transformer, power & luminaires		\$412
Total		\$140,035
IGA 50% Share Cost	\$70,017	
10% Construction Contingency	10,767	
Project Total	\$150,802	



W E S T M I N S T E R

DEPARTMENT OF COMMUNITY DEVELOPMENT

ENGINEERING DIVISION

**STANDARD PROCEDURE FOR
SPECIFYING PRIORITIES FOR INSTALLATION OF TRAFFIC SIGNALS**

2004

I. INTRODUCTION

A traffic signal is used to control the assignment of right-of-way at a location where passive devices, such as signs and markings, do not provide the necessary control to properly move traffic in a safe and efficient manner. Traffic signals are most effective when they are provided in moderation, and a proliferation of signals should not be encouraged because:

- o While a traffic signal typically reduces the severity of accidents at an intersection, it generally does not reduce the number of accidents.
- o A traffic signal often increases total intersection delay. Increased delay translates directly to increased air pollution and fuel consumption.
- o A traffic signal installed at an improper location may seriously reduce or eliminate the ability to provide for signal progression along busy streets (a signal system is considered to provide progression when a main street through vehicle is able to traverse subsequent signals without stopping for a red signal indication).
- o A traffic signal is a sizable capital expenditure (\$70,000 to \$150,000) and a continuing operations and maintenance burden. The City's budget is not capable of supporting indiscriminate construction/maintenance of signals.

There are locations where providing a traffic signal is desirable and prudent. The purpose of this document is to articulate the City of Westminster's standard procedure for specifying priorities for installation of traffic signals.

II. OVERVIEW OF SIGNALIZATION PROCESS

There are five principal steps in the City's traffic signal implementation process:

- o Step 1 - Warrant Examination. The determination of whether or not a location meets specific criteria that could justify installation of a signal.
- o Step 2 - Implementation Criteria Examination. An investigation of locations meeting step 1 criteria that determines whether a signal is the best solution to the problems observed.
- o Step 3 - Prioritization. Staff identification of the relative need for implementation of locations meeting step 2 criteria.
- o Step 4 - City Council Authorization for Implementation. City Council consideration of the results of steps 1, 2 and 3, leading to authorization for staff to install signals at the locations specified by Council.
- o Step 5 - Design and Construction. The preparation of design plans and bid documents, and the physical construction of the signal.

These five steps are initiated on an annual basis. The warrant, implementation criteria examination, and prioritization process are typically conducted in the first and second quarters of the calendar year. The results of this process are then taken into consideration as part of the budget process for the subsequent year. The budget for the subsequent year is approved by City Council in October. City Council authorization for implementation, design, and construction are initiated in the first quarter of the year for which the funding has been allocated and generally takes six to nine months to complete.

The standard procedure for specifying priorities for installation of traffic signals articulated herein covers steps 1 through 3 of the signalization process.

III. WARRANT EXAMINATION (STEP 1)

A warrant is a specific set of conditions that might justify installation of a traffic signal. The Federal Highway Administration of the U.S. Department of Transportation has issued warrants for traffic signals which are published in the document, Manual on Uniform Traffic Control Devices (MUTCD). Colorado state statutes require the State Department of Transportation to adopt "a manual and specifications for a uniform system of traffic control devices" based on the federal MUTCD, and require local governments that install traffic control devices to do so in conformance to the statewide uniform standards. The Colorado DOT has adopted the traffic signal warrants identified in the MUTCD, and the City of Westminster correspondingly recognizes these warrants as well.

The MUTCD lists eight different signal warrants. Three are related to traffic volume conditions on the main street and on the side street. One warrant considers the amount of pedestrian activity, and another is directed towards school crossings. One warrant considers crash experience, while another deals with roadway network (or "systems") needs. A final warrant considers installation of a signal to enhance the ability to provide for progressive movement. A copy of the MUTCD is available for review at the Engineering Division office and at the office of the City Clerk.

Engineering staff will coordinate the compilation of the requisite studies to determine if signal warrants are met for any location so requested or identified by City Council, City police, neighborhood associations, residents, engineering staff or any member of the public. A list of all locations examined will be prepared on an annual basis, indicating which warrants, if any, were met at each location. This list will be available at the Engineering Division office.

The signal warrant examination summary is attached.

IV. IMPLEMENTATION CRITERIA EXAMINATION (STEP 2)

The MUTCD (Chapter 4C.01) states that "satisfaction of a warrant or warrants is not in itself justification for a signal". An engineering study should be conducted to determine whether or not "installation of a traffic signal will improve the overall safety and/or operation of the intersection". If such is not the case, a traffic signal should not be installed. City engineering staff will coordinate the compilation of the requisite engineering study for each location identified in step 1.

If, as a result of the engineering study, any of the following conditions applies, the location will not be considered to have met signal implementation criteria:

1. The engineering study concludes that some other action in lieu of signalization should be pursued to address the problems observed at the intersection. The engineering study must consider what other means are available to enhance safety and improve intersection operations (e.g., signing and striping, obstruction removal, installation of turn lanes) instead of signalization, and consider the cost-effectiveness of alternative approaches. At locations where an action other than signalization is recommended, this recommendation shall be conveyed to the City Engineer for consideration in the preparation of capital budget requests. "Recommended actions" other than signalization will be afforded equal consideration for implementation.
2. The engineering study concludes that providing a signal would impede the City's ability to provide progression. Progression is defined as the ability to provide a window of green time at each traffic signal along a corridor as vehicles transverse the roadway. The most desirable level of progression provides for an uninterrupted green window for traffic traveling in both directions on the corridor. The main factor usually affecting the ability to provide progression is the spacing between the traffic signals. Traffic signals with inappropriate spacing unusually cannot provide two-way progression. The progression investigation will be conducted for any location identified on a principal arterial (as specified in the City's Comprehensive Roadway Plan) or any street located in or adjacent to a major retail/office area, whether or not progressive movement is currently provided along that roadway.

3. The location is inconsistent with the access management plan for the roadway, if such a plan has been prepared by the City.

Implementation criteria examination worksheet is attached.

V. PRIORITIZATION (STEP 3)

It may not be possible for the City to install signals at all locations meeting the implementation criteria in any specific budget year. Staff will recommend priorities to Council based on the following criteria. The product of step 3 is a list of all locations recommended for signalization by City staff arranged in priority order.

The first step in the prioritization process is to separate the list of locations meeting the implementation criteria into those that meet the crash experience warrant and those that do not. Although signals do not necessarily reduce accidents, the crash experience warrant threshold (five correctable accidents in a one-year period) represents a level wherein signalization is expected to yield overall safety benefits. All locations that meet the crash experience warrant will be assigned a higher priority than those that do not.

Among locations that meet the crash experience warrant, priorities will be assigned based on the number of correctable accidents that have occurred during the past two calendar years. Further ties will be prioritized at the discretion of the City Engineer based on professional judgment considering other relevant factors as discussed below.

Among locations meeting the implementation criteria and that meet warrants other than the crash experience warrant, points will be assigned as follows on the basis of warrants met:

- o School Crossing (Warrant 5) - 12 Points
- o Minimum Vehicular Volume (Warrant 1) - 4 Points
- o Four Hour Volume (Warrant 2) - 3 Points Each
- o Peak Hour Volume (Warrant 3) - 2 points Each
- o Other Warrants - 1 Point Each

Ties in the number of points awarded to the locations will be prioritized on the basis of the City Engineer's professional opinion regarding a number of factors, including but not limited to the following items which are listed in order of general importance:

- o Number of accidents in past two years.
- o Ratio of cross street volume to main street volume.
- o Hazard potential (regardless of actual accident history).
- o Speed limit.
- o Roadway horizontal/vertical alignment.
- o Sight distance available.
- o Compatibility with City trail system.
- o Other unique conditions.

The prioritized list of locations recommended for signalization is attached.

SIGNAL WARRANT EXAMINATION SUMMARY (STEP 1) - YEAR 2004

LOCATIONS STUDIED AND WHICH WARRANTS, IF ANY, WERE MET

Main Street	Cross Street	W1	W2	W3	W4	W5	W6	W7	W8
72 nd Avenue	Depew Street								
72 nd Avenue	Eaton Street								
100 th Avenue	Oak Street								
100 th Avenue	Owens Street								
112 th Avenue	Stuart Street								
120 th Avenue	Zuni Street								
128 th Avenue	Home Farm Lane								
Federal Blvd	114 th Avenue								
Federal Blvd	116 th Place								
Huron Street	Home Farm Avenue								
Sheridan Blvd	100 th Avenue								
Sheridan Blvd	115 th Avenue								
Simms Street	108 th Avenue								
Wadsworth Blvd	98 th Avenue								
Westcliff Pkwy	Pierce Street								
Zuni Street	132 nd Avenue		Yes			Yes			

W-1 - Minimum Volume
W-2 - Four Hour Volume
W-3 - Peak Hour

W-4 - Pedestrian Volume
W-5 - School Crossing
W-6 - Coordinated Signal System

W-7 - Crash Experience
W-8 - Roadway Network

PRIORITIZED LIST OF LOCATIONS RECOMMENDED FOR SIGNALIZATION (STEP 3) - YEAR 2004

Priority	Main Street	Cross Street	Total Points	2-Year Correctable Accidents	24-Hour Volume		Cross Street/ Main Street Volume Ratio	List of Warrants Met	Other Considerations Cost
					Main Street	Cross Street			
1	Zuni Street	132 nd Avenue	15					2, 5	Share cost \$70K

* All locations that meet the crash experience warrant (Warrant 7) will be assigned a higher priority than those that do not.



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
April 12, 2004



SUBJECT: Traffic Signal LED Project

Prepared By: Greg Olson, Transportation Systems Coordinator

Recommended City Council Action:

Authorize the City Manager to enter into a purchase agreement with the low bidder, Gades Sales Inc., in the amount of \$231,854; authorize the City Manager to add the amount of \$155,000 to the City's Master Lease Agreement to finance a portion of the LED equipment; authorize the expenditure of \$88,000 to Gades Sales, which will be received from Xcel Energy as a rebate, for the balance of the LED costs; authorize a change order increase of \$43,000 to the 2004 traffic signal maintenance contract for the LED installation; and charge these expenses to the appropriate accounts in the General Capital Improvement Fund and General Fund.

Summary Statement

- Staff has been investigating the conversion of City traffic signals to a lower energy usage LED technology.
- Staff has determined that LED traffic signals could save 90 percent in energy and maintenance costs with estimated annual savings to the City of \$72,000.
- Furthermore, Xcel Energy offers a rebate program for energy saving devices that equals approximately 38% of the materials cost to convert all of the City signals to LED.
- Staff predicts that the annual savings realized from the reduced energy and maintenance costs would fund the repayment of the lease purchase within approximately three years.
- Staff recommends utilizing the City's 2004 traffic signal maintenance contractor to install the LED signals at an estimated cost of \$43,000 using available funds in the 2004 General Fund.
- The total cost of the LED project is \$286,000 that includes the lease purchase cost estimate for the LED signals at \$155,000, the Xcel Energy rebate of \$88,000 to be used to pay Gades Sales, and the installation cost of \$43,000. The lease payments will be funded from savings realized in the General Fund for traffic signal Electricity and Maintenance operating accounts. The lease purchase interest rate will be determined on the date of commitment by the City as defined in the Master Lease Agreement approved by Council on February 12, 2001.

Expenditure Required: \$286,000

Source of Funds: General Capital Improvement Fund and General Fund, Community Development operating accounts.

Policy Issues

Does Council wish to authorize the lease purchase of the traffic signal LED equipment?

Alternatives

1. Postpone the acquisition of the LED equipment as the City is under no contractual obligation to complete the purchase at this time. This alternative is not recommended since the LED signals must be installed and approved by Xcel Energy before February 2005 to receive the rebate.
2. Fund the entire cost of the LED signals and save finance charges associated with installment contracts. This alternative is not recommended as there is not an identified funding source for the \$144,000 in cash funding required after the \$88,000 Excel Energy rebate is applied.

Background Information

Xcel Energy offers a Custom Efficiency program that provides for a rebate award in exchange for energy reductions. In February, Staff submitted a proposal to Xcel Energy for replacing all of the City’s standard traffic signal lamps with energy efficient Light Emitting Diode (LED) traffic signals. The approved rebate award of \$88,000 represents about 38% of the materials cost that Staff proposes to be applied towards the purchase of the LED signals and thereby reducing the amount financed.

LED equipment for traffic signals was first introduced in the early 1990’s as an energy efficient alternative to standard lamps. At that time, only red signals were available at a rather high cost. It wasn’t until about 2000 that LED signals were available in all colors and at affordable pricing. The benefits of installing LED signals include a 90 percent savings in energy costs and lower maintenance costs as well as a reduction of the number of lamp outages currently experienced with standard lamps. Staff changed the City’s specifications in 2001 to require LED lamps to be installed at all new traffic signal construction projects. Since then, 14 locations have either been constructed or retrofitted with LED signals with exceptional savings realized in energy and maintenance. The City currently has 92 traffic signal installations that include 78 locations that still utilize standard traffic signal lamps. Installing LED signals at the remaining 78 locations would result in a \$72,000 annual savings that could fund the repayment of the LED materials through the City’s master lease program.

Staff solicited formal bids from 4 suppliers of LED equipment and received 2 bids on March 31, 2004 as follows:

Gades Sales, Inc.	\$231,854
Western Signal, Inc.	\$262,595

The terms of the LED purchase include a lease purchase cost estimate of \$155,000 and a rebate payment funded to the supplier in the amount of \$88,000. The quarterly lease payments will be funded from savings realized in the Department of Community Development General Fund operating accounts for both Electricity and Maintenance. Using the lowest bidder, the LED purchase costs are:

The purchase outlined above does not include installation of the LED signals. Staff recommends that the City utilize the services of our traffic signal maintenance contractor, Integrated Electric, using the current contracted rates for labor and equipment to install the LED equipment at an estimated cost of \$43,000. Funds are available in the 2004 operating budget that would normally be used to replace aging equipment or install minor traffic signal modifications. Staff recommends postponing replacement and modification activities until next year as this will not have a negative impact on operations of the City’s traffic signals. Funding the LED installation with the City’s current traffic signal maintenance contractor follows:

2004 Traffic Signal Maintenance Contract – Integrated Electric	
Current contract amount	\$162,465
Change order increase	\$43,000
New 2004 contract amount	\$205,465

The total cost of the LED project is:

Estimated Lease Purchase	\$155,000
Xcel Energy Rebate funded to Gades Sales	\$88,000
Estimated Installation Costs	\$43,000
Total Project Cost	\$286,000

The following represents Staff's anticipated schedule for completing the traffic signal LED project, assuming City Council awards the contract and authorizes the required expenditures:

April 12, 2004	City Council awards the contract and authorizes the purchase
April 26, 2004	Execute contract and order the LED equipment
August 1, 2004	Completion of the traffic signal LED installation

Respectfully submitted,

J. Brent McFall
City Manager



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
March 15, 2004



SUBJECT: Meade Street Decorative Streetlight Authorization

Prepared By: Tony Chacon, South Westminster Revitalization Coordinator

Recommended City Council Action:

Authorize the City Manager to enter into an agreement with Xcel Energy for the installation of decorative streetlights along Meade Street between 72nd and 73rd Avenues in conjunction with the forthcoming Meade Street improvements at a cost of \$61,549.

Summary Statement

- Plans for the reconstruction of Meade Street between 72nd and 73rd Avenue were prepared in conjunction with the City's 73rd Avenue/Lowell Boulevard redevelopment effort, and included new sidewalks, streetlawn area and landscaping, curb and gutter, concrete pavers, and decorative lighting.
- On March 15, 2004, the City Council awarded a contract to Goodland Construction in the amount of \$326,570 to proceed with construction of the Meade Street project between 72nd and 73rd Avenues, not including the installation of the lighting. Xcel Energy has the exclusive right to install street lighting.
- Upon reviewing the construction plans, Xcel Energy established a price of \$61,549 to install the decorative lighting.
- The City Council approved a total of \$421,050 in Community Development Block Grant (CDBG) funding in 2003 and 2004 for the Meade Street improvements project. With the decorative lighting, the combined cost for the Meade Street project is \$388,119.

Expenditure Required: \$61,549

Source of Funds: 2003/2004 CDBG funds

Policy Issues

None

Alternatives

Do not approve the installation of decorative street lighting. Although the project could proceed without the installation of lighting, Staff recommends that this alternative not be pursued as the lighting will provide a measure of safety for inhabitants of the forthcoming townhouse development along Meade Street, and will be consistent with the design of the recently installed 73rd Avenue streetlights.

Background Information

In 2003 and 2004, the City Council approved a total of \$421,050 in CDBG funding for the Meade Street improvement project. Accordingly, Staff prepared a set of construction plans that contemplated a complete re-construction of the street that included landscaping treatments along the street-edge, new curb, gutter and widened sidewalks, decorative pavement treatment, new full-depth asphalt paving, handicap ramps, and decorative street lighting. Based upon the plans, Staff estimated the cost of the decorative street lighting at \$60,000. Xcel Energy, having the exclusive rights relative to installation of the street lighting, provided a firm bid of \$61,549 for the installation.

The street light installation will be done concurrently with the other street improvements under contract to Goodland Construction. The City Council awarded a contract to Goodland Construction on March 15, 2004 in the amount of \$296,882, which was \$44,945 less than the estimate provided to the City by the engineering consultant. A contingency of \$29,688 was created for the entire project. The total cost of the Meade Street project, including the street lighting, is \$388,119.

Respectfully submitted,

J. Brent McFall
City Manager



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
April 12, 2004



Subject: Intergovernmental Agreement with the City of Northglenn for the 112th Avenue, Alcott Street to Huron Street Project

Prepared by: David W. Loseman, Senior Projects Engineer

Recommended City Council Action

City Council action is requested to authorize the Mayor to execute the attached Intergovernmental Agreement (IGA) with the City of Northglenn regarding funding, phasing, contract administration, preliminary design and final design of the proposed 112th Avenue (Alcott Street to Huron Street) widening project. Funds for the City’s share of the first phase of this work have been approved in the 2003/2004 General Fund Capital Improvement budgets.

Summary Statement

- In 2003, the City of Northglenn opened its’ “flyover” project of 112th Avenue over I-25. Earlier this year, the City of Westminster completed the intersection improvements at 112th Avenue and Federal Boulevard. The stretch of 112th Avenue between these two projects has become a “bottleneck” in that some sections of the roadway between Alcott Street and Huron Street consist of just one lane in each direction.
- The City of Northglenn recently approved the attached IGA and, if approved by Council, the design of this project can proceed once the consultant selection process is completed. This is anticipated to occur by May 2004 with the design to be completed by the end of 2004. The western boundary of the project is actually Clay Street, which is the eastern boundary of the recently completed 112th Avenue/Federal Boulevard intersection improvements.
- The proposed IGA recommends splitting the cost evenly for the design of this project since both jurisdictions have approximately equal frontages along the street. In the future, it is anticipated that this same split will be agreed to for the construction of the project.
- Staff anticipates construction of this project in 2005 pending future consideration during budget preparations by both Westminster and Northglenn Councils.

Expenditure required: Estimated at \$75,000

Source of Funds: General Capital Improvement Fund-112th Ave Widening Project

Policy Issue

Should the City execute an Intergovernmental Agreement with the City of Northglenn for the widening of 112th Avenue between Alcott Street and Huron Street?

Alternative

City Council could decide not to execute this IGA with the City of Northglenn. This IGA would only commit Council to proceed with the design of the project. The total design cost is expected to be about \$150,000 and Westminster's share would be \$75,000. The construction of the project would only proceed after both Councils approve an amendment to this IGA and budget funds for the construction. For these reasons, staff recommends the approval of the IGA with the City of Northglenn.

Background

The widening of 112th Avenue between Federal Boulevard and Huron Street is becoming more important with the increased traffic flows along this corridor. This increased flow is largely due to the recent completion of Northglenn's "flyover" project of 112th Avenue over I-25.

At certain points along 112th Avenue, there are two through lanes in both directions, that feed into single lanes in both directions. This "bottleneck" creates a capacity concern along this increasingly important arterial roadway. 112th Avenue is the only roadway that crosses I-25 between 104th Avenue and 120th Avenue. This new crossing of the interstate highway allows motorists to bypass the frequently congested 104th and 120th Avenue routes. With this additional highway crossing, increased traffic on 112th Avenue is starting to become evident. Staff has received several phone calls from citizens living along this section of 112th Avenue requesting that the construction of the widening of this road be considered in the 2005/ 2006 budget preparation. The design budget was approved by Council in the 2003/ 2004 budget.

If Council approves this IGA, Staff intends to begin the engineering consultant selection process immediately. This would allow the design to be completed by the end of 2004 and the beginning of construction in 2005 if Council chooses to proceed with construction. The recently completed 112th Avenue/Federal Boulevard intersection improvements widened 112th Avenue to four through lanes plus a striped median east to Clay Street. The proposed 112th Avenue design contemplated in the IGA would widen 112th Avenue to four lanes and median between Clay Street and Huron Street.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF NORTHGLENN AND THE CITY OF
WESTMINSTER FOR THE DESIGN OF 112TH AVENUE BETWEEN ALCOTT STREET AND
HURON STREET**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into this ___ day of _____, 2004, by and between the City of Northglenn, a home rule municipal corporation (“Northglenn”) and the City of Westminster, a home rule municipal corporation (“Westminster”) (or collectively referred to as the “City or Cities, Party or Parties”).

WITNESSETH

WHEREAS, Section 18(2)(a) of Article XIV of the Colorado Constitution and Sections 29-1-201, et seq., and 29-20-105 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and

WHEREAS, Northglenn recently constructed a bridge on 112th Avenue over I-25 which will increase traffic along the 112th Avenue corridor; and

WHEREAS, Approximately one half of 112th Avenue between Alcott Street and Huron Street lies within each jurisdiction; and

WHEREAS, Westminster and Northglenn desire to commence the design of 112th Avenue between Alcott Street and Huron Street to accommodate the increased traffic generated by the new I-25 bridge and to improve the roadway cross section along this stretch of 112th Avenue.

NOW, THEREFORE, in consideration of the promises and conditions contained herein the Cities hereto agree as follows:

1. DESIGN ADMINISTRATION

- A. Westminster will develop a scope of work for the design of the Project (“Scope”) and a time line by which to send out the Request for Proposals, award the contract and issue the notice to proceed, all subject to Northglenn’s approval. The Design Consultant shall be selected by mutual agreement of the Parties.
 - 1. The Project scope (“Scope”) shall include the design of 112th Avenue between Alcott Street and Huron Street including, but not limited to, streets, street lighting, sidewalks, stormwater drainage, utilities, landscaping and traffic signalization improvements to the intersection of 112th Avenue and Pecos Street.
 - 2. The Scope shall include surveying and development of legal descriptions of the right of way acquisition requirements for the Project consistent with the approved design.
 - 3. The Design Contract shall provide that time is of the essence in completing the final design of the Project and that the Design Consultant will pursue the final design of the Project with all due diligence.
- B. Westminster shall administer the Design Contract and award the contract to the jointly selected professional Design Consultant. Concurrence on the completed design shall be evidenced by exchange of letters from each City to the other accepting the Design Consultant’s design pursuant to the notice provisions provided in Paragraph 3 herein. Both Parties shall jointly own the work product of the Design Consultant.

- C. The Parties shall share equally in the costs of the Design Contract in accordance with Paragraph 2 herein.
- D. Northglenn and Westminster shall each designate a City Representative who shall oversee the Project on behalf of each City. The Cities recognize that it is an important goal that decisions are promptly made in order to avoid delays and/or additional costs on the Project and to that end, each City will delegate sufficient authority to its City Representative to enable each to meet that goal. Each City Representative shall remain current on all events impacting the Project and shall promptly respond to all issues such that the Project is not adversely impacted.

2. DESIGN CONTRACT FUNDING

- A. Each Party shall provide written notices to the other that provides that it has appropriated sufficient funds or has approved another payment mechanism to pay all of costs of the Project prior to awarding the Design Contract.
- B. The Parties shall share equally in the cost of the design contract. The design contract will include provisions for each City to pay their respective share of the design costs directly to the selected consultant.

3. NOTICE

Any notice required by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below, or at such other address as has been previously furnished in writing, to the other Party or Cities. Such notice shall be deemed to have been given when deposited in the United States mail.

City of Northglenn
City Manager
11701 Community Center Drive
P.O. Box 330061
Northglenn, CO 80233-8061

City of Westminster
City Manager
4800 West 92nd Avenue
Westminster, CO 80030-6399

4. DISPUTE RESOLUTION

In the event of any disagreement associated with the Project and prior to the commencement of any formal proceedings, the Parties shall continue performance as set forth in this Agreement and the City Representatives in good faith shall attempt to resolve the dispute. In the event the City Representatives are unable to reach agreement and one of the City Representatives concludes that a good faith amicable resolution through continued negotiation of the matter at issue does not appear likely, such City Representative shall notify the other Party in writing.

In the event the Cities reach such an impasse relating to a decision or issue that threatens to significantly delay or stop design of the Project, the Parties agree to retain, within five (5) business days following such notice, a mutually acceptable Independent Decision maker to make an interim decision and /or determination that will allow construction of the Project to proceed according to the Project's schedule. The Parties agree to share equally the fees of the Independent Decision maker.

While each City agrees to abide by said interim decision until the Project has been substantially completed, it shall do so under a complete reservation of its rights and without prejudice to any claims it may have against the other Party or others.

5. LITIGATION

Each Party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own acts or omissions.

6. INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the Cities and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Cities.

7. TERMINATION OF AGREEMENT

This Agreement may be terminated in writing by either of the Cities. The Cities shall pay all costs associated with the cancellation of the Design Contract equally.

8. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Adams, State of Colorado.

9. SEVERABILITY

If any article, section, paragraph, sentence, clause or phrase of this Agreement is held to be unconstitutional or invalid for any reason, such holding shall not affect the validity, enforceability or constitutionality of the remaining provisions of this Agreement.

10. WAIVER

A waiver by any Party of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

11. PARAGRAPH CAPTIONS

The captions of the paragraphs are set forth only for the convenience and reference of the Cities and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

12. GOVERNMENTAL IMMUNITY

The Cities acknowledge that each Party, their officers and employees, are relying on, and do not waive or intend to waive, by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as it is from time to time amended, or otherwise available to the Cities, their officers, or employees.

IN WITNESS WHEREOF, the Cities here have executed this Agreement to be effective as of the date first above written.

CITY OF NORTHGLENN

Kathleen M. Novak, Mayor

ATTEST:

Diana L. Lentz, CMC, City Clerk

APPROVED AS TO FORM:

Herbert C. Phillips, City Attorney

CITY OF WESTMINSTER

Ed Moss, Mayor

ATTEST:

Michele Kelley, City Clerk

APPROVED AS TO FORM:

Martin McCullough, City Attorney



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
April 12, 2004



SUBJECT: Approval of Preliminary Development Agreement with Forest City Enterprise

Prepared By: Susan F. Grafton, Economic Development Manager

Recommended City Council Action

Authorize the City Manager to execute a Pre-Development Agreement (PDA) with Forest City Enterprises.

Summary Statement

- In October 2003, the City of Westminster and Forest City signed an Exclusive Negotiation Agreement (ENA) to provide for exploration of the feasibility of a regional retail facility at the northeast corner of 144th Avenue/Huron Street.
- Forest City has expressed its desire to continue to move forward on the project.
- The PDA is a three party agreement between the City of Westminster, the Westminster Economic Development Authority (WEDA) and Forest City Enterprises, Inc.
- The PDA sets out the steps to move forward on the project to achieve a full opening of the project in Fall 2006.
- The PDA requires that the City and WEDA begin the engineering studies and documentation for the 144th Avenue interchange and other off-site improvements.
- The PDA also requires that Forest City finalize project planning for a 1.1 million square foot retail mixed-use project and meet other benchmarks.
- Approval of the Final Development Agreement for the project is expected by Fall 2004 and will be presented to Council for consideration at that time.

Expenditure Required: Estimated \$750,000 City participation in Engineering design work

Source of Funds: General Fund, Capital Project Account and Forest City Enterprises

Policy Issues

Should the City and WEDA continue to work with Forest City to plan and develop a retail project at 144th Avenue and I-25; and, should the City and WEDA expend funds now for design of off-site infrastructure that would facilitate the project?

Alternatives

1. Do not authorize the City Manager to execute the PDA. Failure to execute the PDA will cause Forest City to drop the project unless negotiations continue.
2. Recommend changes to the PDA. Staff has diligently negotiated the terms of the PDA over several months. The terms of the PDA have been agreed to by Forest City.

Background Information

Forest City is a nationally respected developer known for excellence in retail design and development creativity. City Staff is pleased to be working with Forest City on the potential development of a 1.1 million square foot, regional retail and mixed-use project. In the Denver area, Forest City is most known for the Stapleton redevelopment project.

Forest City has agreed to move forward with the City and WEDA to begin development of the new retail project at 144th Avenue and I-25. AMC Theatres has already agreed to locate at the project. Additional anchor announcements are imminent.

The significant terms of the PDA include the following:

- ◆ The City and WEDA will continue to move forward on the design and approval of 144th Avenue Interchange as well as other off-site infrastructure needed for the project.
- ◆ The City and WEDA will cooperate with Forest City to establish a “Special District” which will aid in project financing.
- ◆ Forest City will assist the City with the cost of design for infrastructure improvements.
- ◆ Forest City will initiate and complete the project planning for the 1.1 million square foot regional retail and mixed use project
- ◆ The City, WEDA and Forest City will negotiate a Final Development Agreement, which will outline details concerning project financing, land purchases, project design and other matters needed to facilitate the development of the project. The Final Development Agreement is scheduled for completion in November 2004.

The current project plan calls for WEDA to issue bonds for the cost of the off-site infrastructure, which includes the 144th Avenue Interchange, as well as widening of 144th Avenue and Huron Street north of 140th. The bond issue is currently being sized and will be paid off with tax revenue generated from the Forest City project. A Sales Tax rebate is also being contemplated to aid the project development. The elements of the overall project assistance will be discussed in detail following negotiation of the Final Development Agreement.

The Pre-Development Agreement allows the City, WEDA and Forest City to move forward together into detailed planning of the Project. During the next 8 months work will move forward on the design of road improvements and Forest City will take the project through the City’s development approval process. Neighborhood meetings will be held to garner citizen input and final project feasibility and financing will be put in place over the coming months. Attraction of and negotiation with retail tenants will continue and all the project details will be worked out so that the Final Development Agreement may be agreed upon.

City Council and WEDA approval is needed for the Pre-Development Agreement so that the planning of this significant economic development project may continue to move forward.

Respectfully submitted,

J. Brent McFall
City Manager



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
April 12, 2004



Subject: Middfoil Project for Control of Eurasian Watermilfoil in Standley Lake

Prepared by: Kipp Scott, Water Quality Administrator

Recommended City Council Action

Upon recommendation of the City Manager, City Council finds that the public interest will best be served by a negotiated contract with EnviroScience, Inc. Authorize the City Manager to execute a contract with EnviroScience, Inc. for a sum not to exceed \$71,662 plus a project contingency of \$7,166 (10%), for a total project budget of \$78,828 to be divided among the Standley Lake cities, for the implementation of a biological control method that will address the Eurasian Watermilfoil concern in Standley Lake.

Summary Statement

- Eurasian Watermilfoil is a non-native aquatic weed that was first identified in Standley Lake in 1995. It grows in dense mats and chokes out beneficial native species of aquatic vegetation.
- During the summer of 2002 dense mats of Eurasian Watermilfoil were prevalent along 60% of the shoreline of Standley Lake.
- The Eurasian Watermilfoil in these mats creates areas where blooms of blue-green algae can occur. These blue-green algae blooms can cause major taste and odor events in the drinking water. Additionally, the mats interfere with recreation activities on Standley Lake.
- In 2001 the Standley Lake Cities (Northglenn, Thornton, and Westminster) investigated several methods of control including mechanical, chemical and biological, and selected biological control as the most appropriate method of control for Standley Lake.
- During 2002–2003 the Standley Lake Cities pilot tested a biological treatment method, which is a proprietary treatment, termed the MiddFoil Process.
- The success of the pilot project was mixed because of the extreme lake conditions of 2002 – 2003, which included a record setting drought and low lake level and then a rapid re-filling of the lake in the spring of 2003.
- Staff is recommending to fully implement the MiddFoil Process in 2004 to keep the Eurasian Watermilfoil in check.
- This is a joint project between the Standley Lake Cities (Westminster, Northglenn and Thornton) and costs will be split appropriately as per The Standley Lake Water Quality Intergovernmental Agreement previously approved by City Council. Westminster's portion will be 45% of the \$71,662 or \$32,248. These funds are available in the 2004 Water Resources and Treatment operating budget.
- This project will encumber \$71,662 with a 10% contingency that will be set-aside in a separate account. The total project budget equals \$78,828. The Cities of Northglenn and Thornton have agreed to reimburse the City of Westminster for their share of the expenses.

Expenditure Required: \$71,662 with a 10% project contingency of \$7,166 (jointly funded by Westminster, Northglenn and Thornton, with Westminster's share totaling \$32,248)

Source of Funds: Water Resources and Treatment Operating Budget

Policy Issue

Should the City contract with EnviroScience, Inc. as a sole source bid. The Middfoil Process is a patented process and at this time there are no other similar processes available to solicit quotations from. Therefore, this is a sole source proposal.

Alternatives

The City could choose to not enter into an agreement with EnviroScience, Inc. and select a different method of control for the Eurasian Watermilfoil. Other control methods will be more costly (mechanical) or incompatible with a drinking water supply (chemical).

The City could choose to not control the Eurasian Watermilfoil, however, there will be long-term impacts on drinking water quality and recreation.

Background Information

Eurasian Watermilfoil was first observed in Standley Lake in the mid 1990's as mats of floating aquatic plants. Over the next five years it progressively became worse in the amount of area that was colonized by the plant and the thickness of the beds. The plant was not positively identified until 2000, when at that time it was recognized that it was quickly taking over all of the shallow areas (less than 20 feet of water) of the Lake and creating thick dense mats of floating material. {Picture attached}.

Eurasian Watermilfoil is not a native species to North America, but has been a significant problem in the Midwest, East Coast, and the Northwest for over 25 years. This plant quickly takes over lakes and other water bodies choking out native vegetation and forming a monoculture that is not healthy for other aquatic species that live in the water body. It forms dense floating mats that can entangle fishermen and water skiers. These dense mats also provide medium for the growth of blue-green algae, which can have significant implications on drinking water quality. The blue-green algae creates taste and odor problems in the drinking water supply.

Staff from Northglenn, Thornton, and Westminster worked together to investigate appropriate control measures for the Eurasian Watermilfoil. Options that were evaluated included mechanical harvesting, chemical control, physical controls, and biological controls. In the spring of 2001 the Standley Lake Cities hosted a statewide workshop to solicit information on Eurasian Watermilfoil and alternate control methods. Mechanical controls include harvesting or vacuuming the weed from the lake. This methodology is labor intensive, tends to spread the weed to other locations, and creates an on-going maintenance issue. Chemical control is effective but would require Standley Lake to not be used as a drinking water supply for 12 to 14 days. Westminster and Northglenn do not have economical options to obtain drinking water from other sources for that period of time. Other biological methods were evaluated such as grass carp but no species was identified that preferentially preferred Eurasian Watermilfoil.

At this time, the biological control method utilizing the Middfoil Process appears to be the most effective control that takes into account long term maintenance, short term and long-term costs, and compatibility with current recreation and drinking water uses.

The Middfoil Process consists of stocking the lake with an aquatic weevil that preferentially eats Eurasian Watermilfoil. The weevil hollows out the stems of the plant and it collapses upon itself. The process has been used successfully in over 20 lakes in the Midwest, however this is the first time it will be utilized in Colorado. The weevil is a native species to North America; however, it usually does not reproduce in large enough quantities to keep up with the rampant growth rate of Eurasian Watermilfoil. The Middfoil Process propagates sufficient numbers of the weevils that can be stocked in a given water body to provide the necessary level of control. Once the weevil population is established it should become self-sustaining to keep the Eurasian Watermilfoil in check.

The Standley Lake Cities performed a pilot test of this process during 2002 – 2003; however, the success of this project was over-shadowed by record setting environmental events. The drought of 2002 quickly forced the lake level to drop and the weevils did not have enough time to act on the Eurasian Watermilfoil. The lowering of the lake level also allowed the Eurasian Watermilfoil to colonize areas of the lake that had normally been too deep. In January of 2003 it was feared that by the end of the growing season the Eurasian Watermilfoil would have had the opportunity to colonize greater than 50% of Standley Lake.

The record setting March snowfall allowed Standley Lake to be refilled in a short period of time (approximately 30 days). This rapid refilling of Standley Lake did not allow the Eurasian Watermilfoil time to grow with the light and therefore effectively controlled the spread of the plant to approximately 1998 levels. The environmental conditions have provided a window of opportunity to control the Eurasian Watermilfoil with possibly fewer resources than originally anticipated. By implementing a full scale Middfoil Process in 2004 it may be possible to control the Eurasian Watermilfoil with fewer weevils than originally anticipated.

As is routine for these projects, the City of Westminster will contract with EnviroScience, Inc. and will be reimbursed by the Cities of Northglenn and Thornton for their respective share of the expenses. Thornton and Northglenn are in agreement and support of this project and have approved the contract.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

Eurasian Watermilfoil on Standley Lake south shore, August 2002





WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
April 12, 2004



SUBJECT: 2004 Water Meter Purchases

Prepared By: Richard A. Clark, Utilities Operations Manager

Recommended City Council Action

Upon recommendation of the City Manager, City Council finds that the public interest will best be served by a negotiated contract with Mountain States Pipe and Supply. Authorize the establishment of open purchase orders with Mountain States Pipe and Supply, to be used for the purchase of new water meters, replacement meter transponders and meter reading equipment throughout the year, not to exceed the approved 2004 budgeted amounts of \$197,400.

Summary Statement

- Funds have been approved and allocated in the 2004 Utilities Division operating budget for the purchase of water meters, transponders, and meter reading equipment during the year.
- The Utilities Division requests authority to purchase up to 625 new meter sets with transponders and up to 275 replacement transponders.
- Funding for the water meter program is in the Utilities Division operating account in the amounts of \$135,000 for new meter sets and \$50,000 for transponder replacements.
- The Badger TRACE meter system is a proprietary item and meters are only available from Badger Meter Company through the authorized local distributor, Mountain States Pipe and Supply.
- Purchase of two personal interrogators for re-programming transponders and testing the transponders in the field. Cost per unit is \$6,200.

Expenditure Required: \$ 197,400

Source of Funds: Utility Fund; 2004 Utilities Division Operating Budget

Policy Issue

Can the Utilities Division utilize budgeted funds to purchase new water meter sets, replacement transponders, and associated meter equipment throughout the year?

Alternative

Only purchase the meters and transponders for new housing starts and delay the purchase of replacement transponders and associated meter program equipment to later in the year. This is not recommended as this could lead to delays in installing meters and transponders, which could lead to problems with the accuracy of meter reading.

Background Information

In 1996, the City of Westminster undertook a water meter retrofit program for the entire City. All water meters were retrofitted with radio frequency transponders, which enabled the meter to be read remotely. Badger Meter's TRACE system was selected and Badger meters have been established as the City's standard water meter. The meters and transponders furnished by Mountain States Pipe & Supply meet all required specifications set by the City.

During 2004, 625 new residential meter sets are projected to be required and 275 transponder replacements will be needed, as they are not all covered under warranties. The unit price per meter and transponder this year will not change from the price paid in 2003. The unit cost for each meter unit will be \$216. The replacement transponders' unit cost is \$180 each.

Staff is requesting authority to purchase the meters and transponders on an as-needed basis. Material will be ordered and used as required throughout the year.

The 1,250 replacement transponders purchased in late 2003 have all already been installed. Failed units are returned to Badger for evaluation and replacement, if still within the warranty period of five years. Replacement of failing meters and transponders are an issue that will be addressed in the 2004-2005 Utilities Fund budget request.

Respectfully submitted,

J. Brent McFall
City Manager



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
April 12, 2004



SUBJECT: 2004 Wastewater Collection System Improvement Project

Prepared By: Richard A. Clark, Utilities Operations Manager
Andy Mead, Utilities Operations Coordinator

Recommended City Council Action

Authorize the City Manager to execute a contract with K.R. Swerdfeger Construction, Inc., to complete the specified work as described in the project documentation; authorize a project budget of \$56,000 with a 10% contingency budget of \$5,600 and charge the appropriate Utilities Operations Division operating budget account.

Summary Statement

- This project consists of the replacement and installation of approximately 35 feet of new 8-inch sewer line pipe by means of pipe bursting.
- The specific project work includes clearing the existing 35 feet of deteriorated sewer line and replacing it with a new 8-inch section of pipe using the pipe bursting method to avoid digging into Sheridan Boulevard at 115th Avenue.
- Formal bids were issued and a bid opening took place on March 18, 2004. Only one contractor bid on this project - K.R. Swerdfeger Construction, Inc.
- Adequate funds were budgeted for this expenditure in the 2004 Utility Operations Division budget.
- City Council is requested to approve the project with K.R. Swerdfeger Construction in the amount of \$56,000 plus a 10% contingency of \$5,600.

Expenditure Required: \$61,600

Source of Funds: 2004 Utilities Operations Division Operating Budget

Policy Issue

Should the City utilize Utilities Division funds to complete the needed sewer line replacement project using an outside contractor as specified in the contract documents?

Alternative

Delay this sanitary sewer line replacement project and assume responsibility for additional sewer line failures and damages that may occur due to complete line collapse.

Background Information

The project consists of replacing approximately 35 feet of 8-inch sewer line at West 115th Avenue and Sheridan Boulevard by means of pipe bursting technology. The actual pipe replacement involve boring through the existing deteriorated sewer line and pulling through the new section of pipe, which will be connected to the adjacent sewer pipe. By utilizing this pipe bursting technique, the contractor will not have to excavate within Sheridan Boulevard and disrupt traffic flows or detour residents through this busy area of the City. The pipe bursting technique starts at one manhole and proceeds down the sewer collection line to another manhole where the new pipe is connected to an existing sewer line. This takes place underground and avoids the other existing utilities located under Sheridan Boulevard such as the reclaimed water line and fiber optic lines running through this area. There will be a small excavation in 115th Avenue, west of Sheridan.

The 2004 Wastewater Collection System Project was advertised for notice and bids were accepted until March 18, 2004. Due to the unique nature of the process used to replace the section of deteriorated sewer line only one bid was received for this project. References from the contractor were checked and favorable comments were received by all contacts that have used this company for similar projects. In addition, Staff finds the bid price to be competitive.

The sanitary sewer in this project location for sewer line replacement has been identified as needing immediate replacement due to the deterioration of the existing pipe. Previous sewer line inspections of the section of sewer pipe have shown that the middle of the line is collapsing and hindering the sewer flows in the area.

The contractor would commence work at the end of April and would complete this project by the end of June.

Respectfully submitted,

J. Brent McFall
City Manager



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
April 12, 2004



SUBJECT: Purchase of a Tandem Dump Truck (with Plow) for the Street Department

PREPARED BY: Carl F. Pickett, Purchasing Specialist

Recommended City Council Action

Authorize the City Manager to proceed with the award for a Tandem Dump Truck Cab and Chassis to Navistar, Inc., in the amount of \$60,715 and award the negotiated bid for the body and snow plow to O.J. Watson Co. in the amount of \$51,408 based on a recommendation of the City Manager and finding that these negotiated contracts are in the public's best interest.

Summary

- In March 2003, the City's Purchasing Specialist solicited formal bids for a Tandem Dump Truck Cab and Chassis and for the body and snowplow. This equipment is used primarily by the Utilities Department. The prices bid for 2004 equal the low bids for 2003.
- This recommended award is within the amount previously approved by City Council in the 2003-2004 budget.
- The lowest net bid of \$60,715 for the cab and chassis was submitted to the City by Navistar, Inc.; the lowest qualified bid submitted by O.J. Watson Co. in 2002 has been extended for 2004; with a bid price of \$51,408 for body and plow for a purchase price of \$112,123.

Expenditure Required: \$112,123 (does not include the anticipated trade-in allowance of \$20,000)

Source of Funds: General Capital Outlay Replacement Fund Budget

Policy Issue

Should vehicles and equipment be replaced as they reach the end of their useful service life?

Alternative

Reject all bids and continue to use the existing unit. This is not recommended due to the anticipated increase in maintenance costs for this vehicle.

Background Information

As part of the 2003-2004 budget, City Council approved the purchase of a replacement Tandem Dump Truck for 2004 in the Street Operations Division.

Unit #6121 has reached a point that it is no longer economically reasonable to maintain in service. Information regarding this vehicles replacement and trade-in is as follows:

UNIT #	YEAR	MAKE	HOURS	VEHICLE MAINTENANCE COSTS LIFE TO DATE (LTD)	TRADE IN ALLOWANCE
6121	1996	Freightliner	6,720	\$69,913	\$20,000

The present condition and maintenance history of this vehicle would make it impractical to continue to operate it in regular service based on the Fleet Maintenance Division's replacement recommendations.

Last year, the bid for the dump trucks was separated into two separate bids so the City could realize savings by having the vendors bid on their area of specialty, trucks and body work. This year, Staff was able to negotiate the same price that was the low bid for the cab and chassis. The base cost for the cab and chassis was 10.5% less than 2002's competitive bid.

Bids were not solicited from vendors for the body and plow this year. 2002's low qualified bid from O.J. Watson was extended at the same cost as 2002.

The negotiated prices received from Navistar, Inc. and O.J. Watson Equipment Co. meet all specifications and requirements set by the City. The total cost of the Tandem Dump Truck, with body and plow, of \$112,123 is within the amount previously authorized by City Council for this expense.

Respectfully submitted,

J. Brent McFall
City Manager



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
April 12, 2004



SUBJECT: Second Reading Councillor's Bill No. 20 re Roving Planet, Inc. Business Assistance Package

Prepared By: Becky Johnson, Economic Development Program Coordinator

Recommended City Council Action

Pass Councillor's Bill No. 20 on second reading, authorizing the City Manager to execute a Business Assistance Package (BAP) with Roving Planet, Inc. in the amount of \$5,400. The BAP includes \$1,181 in permit fee rebates, \$844 in construction use tax rebates, and \$3,375 in equipment use tax rebates.

Summary Statement

- City Council action is requested to pass the attached Councillor's Bill on second reading that authorizes the execution of the attached business assistance package with Roving Planet, Inc.
- Roving Planet, Inc. is an information technology company that builds software products that enable management, control and integration of wireless local area networks.
- Roving Planet Inc. will employ 32 people at move-in.
- Roving Planet Inc. is considering locating to the single story office space at Church Ranch Business Center.
- Assistance is based upon the attraction of quality, high paying jobs to Westminster and filling existing space.
- This Councillor's Bill was passed on first reading on March 29, 2004.

Expenditure Required: \$5,400 (Rebates of Permit Fees and Use Tax)

Source of Funds: The business assistance package with Roving Planet, Inc. will be funded through the rebate of permit fees, construction use tax, and equipment use tax directly generated from the relocation of Roving Planet Inc. to Church Ranch Corporate Center.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

**BUSINESS ASSISTANCE PACKAGE FOR
ROVING PLANET, INC. IN THE CITY OF WESTMINSTER**

THIS AGREEMENT is made and entered into this _____ day of _____, 2004, between the CITY OF WESTMINSTER (the "City"), and ROVING PLANET, INC.

WHEREAS, the City wishes to provide certain assistance to Roving Planet, Inc. to aid in the relocation to vacant space in the City; and

WHEREAS, Roving Planet, Inc. plans to occupy 13,000 square feet in the single story office space at Church Ranch Business Center, thus providing additional primary job creation within the City; and

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

In consideration of the mutual promises set forth below, the City and Roving Planet Inc. agrees as follows:

1. Building Permit Fee Rebates. The City shall rebate to Roving Planet Inc. 75% of the building related permit fees, required under W.M.C. Section 11-10-3 (E), excluding water and sewer tap fees, collected from Roving Planet, Inc. in connection with the finish and occupancy of 13,000 square feet of single story space at Church Ranch Business Center, with a projected move-in date of third quarter 2004. The permit fee rebate shall not exceed \$1,181.

2. Use Tax Rebate- Construction. The City shall rebate to Roving Planet Inc. 75% of the Building Use Tax on the construction materials, collected from Roving Planet Inc. in connection with the tenant finish of the 13,000 square foot facility in Church Ranch Business Center in Westminster, required under W.M.C. sections 4-2-9 and 4-2-3, to Roving Planet Inc. The rebate shall not exceed \$844.

3. Use Tax Rebate- Furniture and Fixtures. For purchases of items for Roving Planet Inc. for the new offices made during 3 months prior and the 3 months after Roving Planet Inc. obtain the Certificate of Occupancy, the City shall rebate 75% of the General Use Tax remitted to the City of Westminster by Roving Planet Inc. on the use tax return for the new offices. The total rebate pursuant to this paragraph shall not exceed \$3,375 (the "Rebate"). Such Rebate shall be payable exclusively from those revenues actually collected by the City from Roving Planet Inc. and attributable to the imposition against Roving Planet Inc., of the City's 3.0% general use tax (excludes the City's .25% Open Space Tax and .6% Public Safety Tax).

4. Payments of Rebates. Rebates will be paid to Roving Planet Inc. by the City in quarterly installments from revenue actually collected and received by the City from Roving Planet Inc. Payments of each quarterly installment shall be made within 20 days of the calendar quarter end and will be submitted electronically. Payments will begin with the calendar quarter during which the Certificate of Occupancy is issued.

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

6. Termination. This Business Assistance Package shall terminate and become void and of no force or effect upon the City if Roving Planet Inc. has not moved into Church Ranch Office Building by December 31, 2004 or should Roving Planet Inc. not comply with the City regulations or code.

7. Business Termination. In the event Roving Planet Inc. ceases business operations within the City within three (3) years after the new operations commence, then Roving Planet Inc. shall pay to the City the total amount of fees and taxes that were due and payable by Roving Planet Inc. to the City but

were rebated by the City, as well as reimburse the City for any funds provided to Roving Planet Inc. pursuant to this Agreement.

8. Subordination. The City's obligations pursuant to this Agreement are subordinate to the City's obligations for the repayment of any current or future bonded indebtedness and are contingent upon the existence of a surplus in sales and use tax revenues in excess of the sales and use tax revenues necessary to meet such existing or future bond indebtedness. The City shall meet its obligations under this Agreement only after the City has satisfied all other obligations with respect to the use of sales tax revenues for bond repayment purposes. For the purposes of this Agreement, the terms "bonded indebtedness," "bonds," and similar terms describing the possible forms of indebtedness include all forms of indebtedness that may be incurred by the City, including, but not limited to, general obligation bonds, revenue bonds, revenue anticipation notes, tax increment notes, tax increment bonds, and all other forms of contractual indebtedness of whatsoever nature that is in any way secured or collateralized by sales and use tax revenues of the City.

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

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

ROVING PLANET INC.

CITY OF WESTMINSTER

Michael Sobolik
Controller

J. Brent McFall
City Manager

ATTEST:

ATTEST:

Title Michele Kelley
City Clerk

Adopted by Ordinance No.

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **20**

SERIES OF 2004

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE AUTHORIZING A BUSINESS ASSISTANCE PACKAGE WITH ROVING PLANET INC. TO AID IN THEIR RELOCATION OF ROVING PLANET INC. TO CHURCH RANCH BUSINESS CENTER IN WESTMINSTER

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

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

WHEREAS, Roving Planet Inc. plans to occupy 13,000 square feet in the single story office building at Church Ranch Business Center, off of US 36 and Church Ranch Boulevard in Westminster, and

WHEREAS, a proposed Business Assistance Package between the City and Roving Planet Inc. is attached hereto as Exhibit "A" and incorporated herein by this reference.

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

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Manager of the City of Westminster is hereby authorized to enter into a Business Assistance Package with Roving Planet in substantially the same form as the one attached as Exhibit "A", and upon execution of the Agreement to fund and implement said Agreement.

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 29th day of March 2004.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 12th day of April 2004.

ATTEST:

Mayor

City Clerk



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
April 12, 2004



SUBJECT: Resolution No. 23, 24 and 25 re Residential Competition Service Commitment Awards

Prepared By: Shannon Sweeney, Planning Coordinator

Recommended City Council Action

1. Adopt Resolution No. 23 awarding Category B-1 Service Commitments to three new single-family detached projects: Country Club Highlands, Park Place, and Savory Farm Estates.
2. Adopt Resolution No. 24 awarding Category B-2 Service Commitments to two new single-family attached projects: Legacy Village and Eliot Street Duplexes.
3. Adopt Resolution No. 25 awarding Category B-4 Service Commitments to two new traditional mixed-use neighborhood developments: East Bradburn and Hyland Village.

Summary Statement

- The City received eight applications (see attached map for locations) for four of the five residential competitions (no senior housing projects were submitted). Applications were distributed across the categories and included three single-family detached (SFD), two single-family attached (SFA), one multi-family (MF), and two traditional mixed use neighborhood development (TMUND) submittals.
- In each of the competitions, the number of submittals does not exceed the number City Council authorized for award, except in the SFD category. While City Council had authorized one or two new SFD projects, Staff recommends award to all three submittals for the following reasons:
 - No SFD projects were submitted in the last competition held in 2002, so no new SFD projects have been awarded for three years (since 2001).
 - The Service Commitments requested in 2004 for all three SFD projects is less than the number allocated for this competition in 2004 (22 requested versus 40 allocated).
 - The lowest-scoring project is much smaller than the top two scoring projects (28 units versus 102 and 100 units), so the overall additional Service Commitment impact would be minimal.
- Staff received one MF application and is withholding a recommendation on that project until the applicant addresses Staff concerns with the submittal (please see Background section for specifics).
- City Council action is requested to adopt the attached resolutions awarding a total of 58.8 of the original allocation of 139 Service Commitments set aside for 2004 to three new SFD, two new SFA, and two new TMUND projects. (Please see the table in the Background section for a list of the specific projects and awards). These resolutions relate to the City’s Growth Management Program and are based on the findings established in Section 11-3-1 of the Westminster Municipal Code.
- The award resolutions attached are contingent upon ultimate City approval of any necessary documents including CLUP amendments and do not commit the City to approve any document or project as a result of these awards.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

As a result of the residential competition process, should the City award Service Commitments as proposed to three new single-family detached, two new single-family attached, and two new traditional mixed use neighborhood developments?

Alternatives

- Adopt the attached resolutions as recommended, but amend the Category B-1 (Single-Family Detached) award to include only the top two scoring SFD projects (rather than three projects). This would include awards to only the Country Club Highlands and Park Place projects. As detailed in the Summary section, Staff recommends award to all three SFD projects.
- Deny the MF Service Commitment award, and direct Staff not to work further with the applicant to revise the submittal. The 13 Service Commitments allocated for this Multi-Family competition in 2004 would be returned to the water supply figures.

Background Information

The intent of these Service Commitment competitions is for a limited number of new residential projects to proceed to the City’s development review process. The focus of these new residential competitions (with the exception of the traditional mixed use neighborhood competition) is on the score sheets submitted by each applicant and the total points received by each project. Each project must meet all of the minimum requirements in the City’s Residential Design Guidelines, and projects receive points by providing “incentive” items the applicants choose, which are also listed in the Guidelines.

In December 2003, City Council allocated 139 Service Commitments (SCs) in 2004 to be awarded on a competitive basis for the five competition categories as follows:

- 40 SCs (40 new units in 2004) for one or two new single-family detached (SFD) projects
- 35 SCs (50 new units in 2004) for one or two new single-family attached (SFA) projects
- 13 SCs (25 new units in 2004) for one new multi-family (MF) project
- 11 SCs (30 new units in 2004) for one new senior housing project
- 40 SCs (40-80 new units in 2004 depending on unit types) for one or two new traditional mixed use neighborhood developments (TMUND)

As Council may recall, no competitions were conducted in 2003 due to severe drought conditions, and the only awards made in the last competitions (in 2002) were to one senior housing and two single-family attached projects.

Many of the projects submitted conform with the City’s proposed changes to the Comprehensive Land Use Plan (CLUP) as part of the update process. Because the timeframe for the CLUP update adoption has been extended, and in order to prevent delay in the competition awards, City Staff is recommending that the Service Commitment awards to the winning projects be made prior to the CLUP update adoption. Staff also recommends that the winning projects that require CLUP amendments, based on the timing of the CLUP adoption, be allowed to bring those amendments to City Council for consideration prior to the CLUP approval if needed. Should the City not approve the documents necessary for any of these projects, the SCs would be returned to the City water supply figures. Two of the projects have proposed CLUP amendments that are not consistent with the existing or proposed CLUP designations. The two projects are Brookhill Lofts and Savory Farm Estates. Brookhill Lofts has not yet proposed a CLUP amendment and staff will be working with them to do so. Savory Farm Estates has proposed an amendment to Residential 3.5 du/a (dwelling units per acre).

Of the submittals received, the only category where more SCs were requested than were allocated was in the MF category (SCs requested for all 96 units in 2004, SCs allocated for 25 units in 2004). After subtracting 11 SCs reserved for the senior housing competition from the 139 allocated, the adjusted total number available in 2004 is 128. The total number of SCs requested in 2004 for all of the competitions (including the MF project on hold) is less than the number available (106.8 vs. 128). The table below details each applicant's request. (Shaded projects are recommended for award).

RESIDENTIAL COMPETITION SUBMITTALS - 2004						# SCs Requested					
Project Name/Location	Developer	Acres	Units	du/a*	Score	2004	2005	2006	2007	2008	Total
Single-Family Detached Projects:											
1. Country Club Highlands NWC 120th & Zuni	DR Horton	40.6	102	2.5	4075	20	55	27	0	0	102
2. Park Place E. of Westminster Bl. at 95th	Centex Homes	25	100	5	2650	0	60	40	0	0	100
3. Savory Farm Estates E. of Federal at 109th	Christopher Hoopes	8.1	28	3.5	2250	2	16	10	0	0	28
TOTALS			230			22	131	77	0	0	230
						<i># SCs available for 2004:</i>					
						40					
Single-Family Attached Projects:											
1. Legacy Village NEC 113th & Sheridan	Chateau Homes	12.5	96	8	3325	11.9	44.1	11.2	0.0	0.0	67.2
2. Eliot Street Duplexes NEC 104th & Eliot	Eliot Street Dev.	1.7	10	7.7	1900	4.9	2.1	0.0	0.0	0.0	7.0
TOTALS			106			16.8	46.2	11.2	0.0	0.0	74.2
						<i># SCs available for 2004:</i>					
						35					
Multi-Family Project:											
1. Brookhill Lofts NWC 90th & Vance	Sullivan Hayes	3.6	96	27	3650	48	0.0	0.0	0.0	0.0	48
TOTALS			96			48	0.0	0.0	0.0	0.0	48
						<i># SCs available for 2004:</i>					
						13					
Traditional Mixed Use Neighborhood Development Projects:											
1. East Bradburn SWC 120th & Lowell	Urban Villages	10.1	125	12.4	n/a	0	43	40	0	0	83
2. Hyland Village W. of Sheridan at 96th	Village Homes	70.3	840	15	n/a	20	102	125	125	111	483
TOTALS			965			20	145	165	125	111	566
						<i># SCs available for 2004:</i>					
						40					
<i>*dwelling units per acre</i>						Total #SCs recommended for award:					
						59	322	253	125	111	870

Below is a list of some of the incentives the applicants chose for each of the projects submitted. As a reminder, all of these items offered by the developers go beyond the City's minimum requirements.

Single-Family Detached Projects

- **Country Club Highlands:** Landscaped street medians and cul-de-sac islands; additional arterial or collector street right-of-way; off-street concrete path; masonry fence columns spaced closer together; additional private park area; clubhouse; swimming pool; hard-surface court; play equipment area; front porches on at least 50% of the units; 30% or more masonry on all four sides of residences; additional and larger sized plant materials in the right-of-way and private landscaped areas; trees with 40-foot maximum spacing along streets between the curb and sidewalk.

- Park Place: Additional private park area; play equipment area; off-street concrete path; specialty lighting along streets; rear- or side-loaded garages on at least 75% of the homes; 30% or more masonry on all four sides of residences; additional garage storage area; additional plant materials in the right-of-way areas; trees (with 40-foot maximum spacing) along streets between the curb and sidewalk.
- Savory Farm Estates: Landscaped street medians; specialty lighting along streets; additional private park area; masonry fence columns spaced closer together; 25% or more homes with a first-floor master bedroom and bath; front porches on at least 50% of the units; window and building projections on front facade; additional garage storage area; 30% or more masonry on all four sides of residences; additional and larger sized plant materials in the right-of-way and private landscaped areas.

Single-Family Attached Projects

- Legacy Village: Six-foot minimum width internal site paths; all parking within attached garages; decorative lighting; sand volleyball court; play equipment area; additional private park area; greater building setbacks along streets; 25% or more homes with a first-floor master bedroom and bath; private patios and balconies on at least 75% of the units; 50% or more masonry on all four sides of buildings; additional private landscaped area; additional plant materials in the project entry area; trees (with 40-foot maximum spacing) along streets between the curb and sidewalk.
- Eliot Street Duplexes: All parking within attached garages; 25% or more homes with a first-floor master bedroom and bath; buildings will include no more than six adjacent units; private patios and balconies on all of the units; variety of horizontal off-sets on front and rear of buildings; additional private landscaped area; trees (with 40-foot maximum spacing) along streets between the curb and sidewalk.

Multi-Family Project

- Brookhill Lofts: Additional arterial or collector street right-of-way; six-foot minimum width internal site paths; decorative lighting; variety of horizontal off-sets on front and rear of building; private patios and balconies on all of the units; 100% masonry on all non-window/door surfaces on building; additional plant materials in right-of-way and private landscaped areas; larger trees in private landscaped areas; additional plant materials in the project entry area; trees (with 40-foot maximum spacing) along streets between the curb and sidewalk.

As noted in the Summary section, Staff is withholding an award recommendation for this project at this time. After reviewing the application, City Staff have concerns that the applicant needs to address before Staff can develop a recommendation for City Council. For instance, this proposed site is currently designated as single-family attached with a maximum density of eight dwelling units per acre (du/a) as proposed in the City's Comprehensive Land Use Plan (CLUP) update. However, the project submitted proposes a multi-family density of 27 dwelling units per acre (du/a). In order for this project to go forward as proposed, the applicant would need to seek City Council approval of a CLUP amendment to create a new higher-density MF category (at least 27 du/a) for this site, since the current CLUP density maximum for MF is 18 du/a.

Staff has identified some additional issues related to the proposal, including that many of the City's minimum requirements are not reflected in the conceptual plan submitted for this competition. Concerns include inadequate setbacks, landscaping, parking, and detention; no private park area provided; no recreational amenities offered even though a much higher population is proposed for the site than currently permitted; and a SC request for all 96 units this year when City Council has allocated SCs for only 25 new units for 2004.

Ordinarily, if a project were submitted for the competition process without meeting the City's requirements as detailed in the application packets, the project request for award would be denied. However, because this was the only project submitted in the MF category, and therefore other like projects would not be compromised as a result of working further with another applicant, City Staff are working with the applicant, Sullivan Hayes, on the submittal. Once it is determined whether an acceptable plan can be submitted, Staff will bring an award recommendation for approval or denial on this project to City Council.

Traditional Mixed Use Neighborhood Development Projects

Because the TMUND competition is not based on a point system and is instead judged by a design jury, the judging committee used the criteria established in the City's TMUND Guidelines to evaluate the two projects. These design elements include: a compact and walkable community, a mixed-use center, a pedestrian-oriented district, interconnected street/block patterns, narrow streets, and a variety of parks.

The jury consisted of four outside panelists, with extensive backgrounds with these types of communities in the Denver metro area, and seven City staff members who have been involved in the review of the Bradburn project. The outside Design Jury members included:

- Arlo Braun: Architect who has designed most of the houses and civic buildings in the Belle Creek New Urbanist project in Adams County and homes in the Stapleton redevelopment project.
- Tim Van Meter: Architect who assisted the City in developing the Traditional Mixed-Use Neighborhood Development Guidelines. In addition, he has been involved with New Urbanist projects in other parts of the country.
- Chuck Perry: Member of the firm Perry-Rose, the developers of the former Elitch Gardens in Denver.
- Heidi Majerik: Civil engineer and the Residential Development Manager for Forest City Stapleton Inc., the master developers for the Stapleton development.

Based on the developer presentations to the design committee, the East Bradburn project received a slightly higher percentage score of 88 percent versus 82 percent for Hyland Village. The design jury recommended both projects for award and offered some specific design recommendations and enhancements regarding each project that Staff plans to take into account during the development review process. Below are summaries of each of the two projects as submitted.

- East Bradburn: This 10.1-acre project is planned as a residential extension of the adjacent Bradburn project to the west and proposes 26 multi-family and 99 attached units for a total of 125 units. A total of 17% of the site is shown for private park area.
- Hyland Village: This much larger project (70.3 acres) currently proposes approximately three acres of retail commercial with 19 percent of the site proposed for public and private park area. A total of 90 SFD, 89 SFA, and 661 MF units are planned for the residential portion.

Because detailed, site development plans are not reviewed as part of this competition process, and significant changes typically occur during the development review process, the sketch plans submitted for these competitions are not reviewed with City Council as part of these competitions. Developers of these projects have been informed that presentations will not be scheduled for the City Council meeting on April 12, 2004 since the developers would tend to focus on site plans not yet reviewed with the City. Developers were also notified that, while it is not required for them to attend the City Council meeting, they are welcome to attend.

Notification letters were mailed to the applicants who submitted projects for these competitions. The letters detail the final scores within the competitions and the Staff recommendation for Service Commitment awards for the April 12 City Council meeting. A separate letter was sent to Sullivan Hayes regarding Staff concerns with the Brookhill Lofts MF project.

All developments must follow the required Comprehensive Land Use Plan amendment and Preliminary Development Plan processes (if applicable) and the Official Development Plan review process. As part of the review process, the City may require actual public land dedication on some of these sites rather than cash-in-lieu that the applicant assumed. In cases where this occurs, the number of units will be reduced, and unneeded Service Commitments will be returned to the City's water supply figures.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

RESOLUTION

RESOLUTION NO. 23

INTRODUCED BY COUNCILLORS

SERIES OF 2004

CATEGORY B-1 (NEW SINGLE-FAMILY DETACHED RESIDENTIAL)
COMPETITION AND SERVICE COMMITMENT AWARDS

WHEREAS, the City of Westminster has adopted by Ordinance No. 2848 a Growth Management Program for the period 2000 through 2010; and

WHEREAS, within the Growth Management Program there is a provision that Service Commitments for residential projects shall be awarded in Category B-1 (new single-family detached) on a competitive basis through criteria adopted periodically by resolution of the City Council and that each development shall be ranked within each standard by the degree to which it meets and exceeds the said criteria; and

WHEREAS, the City's ability to absorb and serve new single-family detached development is limited, and the City of Westminster has previously adopted Resolution No. 54, Series of 2003, specifying the various standards for new single-family detached projects based upon their relative impact on the health, safety and welfare interests of the community, and has announced to the development community procedures for weighing and ranking projects prior to receiving the competition applications; and

WHEREAS, the City of Westminster has previously allocated 40 Service Commitments for the year 2004 for use in servicing one or two new single-family detached residential projects based on the criteria set forth in Section 11-3-1 of the Westminster Municipal Code; and

WHEREAS, three applications were received for the single-family detached competition with a total of 230 Service Commitments requested over the next three years for the total build-out of the 230 total single-family detached units proposed; and

WHEREAS, the goals of the Growth Management Program include balancing growth with the City's ability to provide water and sewer services, preserving the quality of life for the existing Westminster residents, and providing a balance of housing types; and

NOW, THEREFORE, be it resolved by the City Council of the City of Westminster, that:

- 1. Category B-1 Service Commitment awards are hereby made to the specific projects listed below as follows:

<u>Project</u>	<u>Location</u>	<u># Service Commitments per Year</u>			
		<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>Total</u>
Country Club Highlands	NWC 120th & Zuni	20	55	27	102
Park Place	W. of US 36 at 95th	0	60	40	100
Savory Farm Estates	E. of Federal at 109th	2	16	10	28
		22	131	77	230

- 2. These Service Commitment awards to the projects listed above are conditional and subject to the following:

- a. For each project, the applicant must complete and submit proposed development plans to the City for the required development review processes. All minimum requirements and all incentive items indicated by the applicant as specified within the competition shall be included as part of the proposed development and listed on the Official Development Plan for the project.
- b. Service Commitment awards for the projects listed above, if approved by the City, may only be used within the project specified above.
- c. These Service Commitment awards shall be subject to all of the provisions specified in the Growth Management Program within Chapter 3 of Title XI of the Westminster Municipal Code.

- d. Each Service Commitment award is conditional upon City approval of each project listed above and does not guarantee City approval of any project, proposed density, and proposed number of units.
 - e. The City of Westminster shall not be required to approve any Comprehensive Land Use Plan amendment, Preliminary Development Plan or amendment, Official Development Plan or amendment, or rezoning action necessary for development of property involved in this Category B-1 award nor shall any other binding effect be interpreted or construed to occur in the City as a part of the Category B-1 award.
 - f. Any and all projects that do not receive City approval are not entitled to the Service Commitment awards, and the Service Commitments shall be returned to the water supply figures.
 - g. The Growth Management Program does not permit City Staff to review any new residential development plans until Service Commitments have been awarded to the project. During the competition process the City Staff does not conduct any formal or technical reviews of any sketch plans submitted by applicants. It should be expected that significant changes to any such plans will be required once the City's development review process begins for any project.
 - h. Awards shown for the year 2004 are effective as of the date of this Resolution (April 12, 2004). Future year awards are effective as of January 1 of the specified year and cannot be drawn prior to that date. If fewer Service Commitments are needed for a project in any given year, the unused amount in that year will be carried over to the following year(s) provided the Service Commitments have not expired.
 - i. In order to demonstrate continued progress on a project, the following deadlines and expiration provisions apply:
 - 1) The project must proceed with the development review process and receive Official Development Plan approval by December 31, 2007, or the entire Service Commitment award for the project shall expire.
 - 2) The project must be issued at least one building permit within one year of Official Development Plan approval, or the entire Service Commitment award for the project shall expire.
 - 3) Following the issuance of the first building permit for the project, all remaining Service Commitments for a project shall expire if no building permit is issued for the project during any consecutive 12-month period.
 - j. If Service Commitments are allowed to expire, or if the applicant chooses not to pursue the development, the Service Commitment award shall be returned to the Service Commitment supply figures. The award recipient shall lose all entitlement to the Service Commitment award under those conditions.
 - k. This award resolution shall supersede all previous Service Commitment award resolutions for the specified project locations.
3. The Category B-1 Service Commitment awards shall be reviewed and updated each year. If it is shown that additional or fewer Service Commitments are needed in the year specified, the City reserves the right to make the necessary modifications.

Passed and adopted this 12th day of April 2004.

ATTEST:

Mayor

City Clerk

RESOLUTION

RESOLUTION NO. 24

INTRODUCED BY COUNCILLORS

SERIES OF 2004

CATEGORY B-2 (NEW SINGLE-FAMILY ATTACHED RESIDENTIAL)
COMPETITION AND SERVICE COMMITMENT AWARDS

WHEREAS, the City of Westminster has adopted by Ordinance No. 2848 a Growth Management Program for the period 2000 through 2010; and

WHEREAS, within the Growth Management Program there is a provision that Service Commitments for residential projects shall be awarded in Category B-2 (new single-family attached) on a competitive basis through criteria adopted periodically by resolution of the City Council and that each development shall be ranked within each standard by the degree to which it meets and exceeds the said criteria; and

WHEREAS, the City's ability to absorb and serve new single-family attached development is limited, and the City of Westminster has previously adopted Resolution No. 55, Series of 2003, specifying the various standards for new single-family attached projects based upon their relative impact on the health, safety and welfare interests of the community, and has announced to the development community procedures for weighing and ranking projects prior to receiving the competition applications; and

WHEREAS, the City of Westminster has previously allocated 35 Service Commitments for the year 2004 for use in servicing one or two new single-family attached residential projects based on the criteria set forth in Section 11-3-1 of the Westminster Municipal Code; and

WHEREAS, two applications were received for the single-family attached competition with a total of 74.2 Service Commitments requested over the next three years for the total build-out of the 106 total single-family attached units proposed; and

WHEREAS, the goals of the Growth Management Program include balancing growth with the City's ability to provide water and sewer services, preserving the quality of life for the existing Westminster residents, and providing a balance of housing types; and

NOW, THEREFORE, be it resolved by the City Council of the City of Westminster, that:

- 1. Category B-2 Service Commitment awards are hereby made to the specific projects listed below as follows:

<u>Project</u>	<u>Location</u>	<u># Service Commitments per Year</u>			
		<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>Total</u>
Legacy Village	NEC 113th & Sheridan Blvd.	11.9	44.1	11.2	67.2
Eliot Street Duplexes	NEC 104th & Eliot Street	<u>4.9</u>	<u>2.1</u>	<u>0</u>	<u>7</u>
		16.8	46.2	11.2	74.2

- 2. These Service Commitment awards to the projects listed above are conditional and subject to the following:
 - a. For each project, the applicant must complete and submit proposed development plans to the City for the required development review processes. All minimum requirements and all incentive items indicated by the applicant as specified within the competition shall be included as part of the proposed development and listed on the Official Development Plan for the project.
 - b. Service Commitment awards for the projects listed above, if approved by the City, may only be used within the project specified above.
 - c. These Service Commitment awards shall be subject to all of the provisions specified in the Growth Management Program within Chapter 3 of Title XI of the Westminster Municipal Code.

- d. Each Service Commitment award is conditional upon City approval of each project listed above and does not guarantee City approval of any project, proposed density, and proposed number of units.
 - e. The City of Westminster shall not be required to approve any Comprehensive Land Use Plan amendment, Preliminary Development Plan or amendment, Official Development Plan or amendment, or rezoning action necessary for development of property involved in this Category B-2 award nor shall any other binding effect be interpreted or construed to occur in the City as a part of the Category B-2 award.
 - f. Any and all projects that do not receive City approval are not entitled to the Service Commitment awards, and the Service Commitments shall be returned to the water supply figures.
 - g. The Growth Management Program does not permit City Staff to review any new residential development plans until Service Commitments have been awarded to the project. During the competition process the City Staff does not conduct any formal or technical reviews of any sketch plans submitted by applicants. It should be expected that significant changes to any such plans will be required once the City's development review process begins for any project.
 - h. Awards shown for the year 2004 are effective as of the date of this Resolution (April 12, 2004). Future year awards are effective as of January 1 of the specified year and cannot be drawn prior to that date. If fewer Service Commitments are needed for a project in any given year, the unused amount in that year will be carried over to the following year(s) provided the Service Commitments have not expired.
 - i. In order to demonstrate continued progress on a project, the following deadlines and expiration provisions apply:
 - 1) The project must proceed with the development review process and receive Official Development Plan approval by December 31, 2007, or the entire Service Commitment award for the project shall expire.
 - 2) The project must be issued at least one building permit within one year of Official Development Plan approval, or the entire Service Commitment award for the project shall expire.
 - 3) Following the issuance of the first building permit for the project, all remaining Service Commitments for a project shall expire if no building permit is issued for the project during any consecutive 12-month period.
 - j. If Service Commitments are allowed to expire, or if the applicant chooses not to pursue the development, the Service Commitment award shall be returned to the Service Commitment supply figures. The award recipient shall lose all entitlement to the Service Commitment award under those conditions.
 - k. This award resolution shall supersede all previous Service Commitment award resolutions for the specified project locations.
3. The Category B-2 Service Commitment awards shall be reviewed and updated each year. If it is shown that additional or fewer Service Commitments are needed in the year specified, the City reserves the right to make the necessary modifications.

Passed and adopted this 12th day of April 2004.

ATTEST:

Mayor

City Clerk

RESOLUTION

RESOLUTION NO. 25

INTRODUCED BY COUNCILLORS

SERIES OF 2004

CATEGORY B-4 (NEW TRADITIONAL MIXED-USE NEIGHBORHOOD DEVELOPMENT)
COMPETITION AND SERVICE COMMITMENT AWARDS

WHEREAS, the City of Westminster has adopted by Ordinance No. 2848 a Growth Management Program for the period 2000 through 2010; and

WHEREAS, within the Growth Management Program there is a provision that Service Commitments for residential projects shall be awarded in Category B-4 (new traditional mixed-use neighborhood development) on a competitive basis through criteria adopted periodically by resolution of the City Council and that each development shall be ranked within each standard by the degree to which it meets and exceeds the said criteria; and

WHEREAS, the City's ability to absorb and serve new traditional mixed-use neighborhood development is limited, and the City of Westminster has previously adopted Resolution No. 71, Series of 1999, specifying the various standards for new traditional mixed-use neighborhood development projects based upon their relative impact on the health, safety and welfare interests of the community, and has announced to the development community procedures for weighing and ranking projects prior to receiving the competition applications; and

WHEREAS, the City of Westminster has previously allocated 40 Service Commitments for the year 2004 for use in servicing one or two new traditional mixed-use neighborhood projects based on the criteria set forth in Section 11-3-1 of the Westminster Municipal Code; and

WHEREAS, two applications were received for the traditional mixed-use neighborhood development competition with a total of 566 Service Commitments requested over the next five years for the total build-out of the 965 total residential units proposed; and

WHEREAS, the goals of the Growth Management Program include balancing growth with the City's ability to provide water and sewer services, preserving the quality of life for the existing Westminster residents, and providing a balance of housing types; and

NOW, THEREFORE, be it resolved by the City Council of the City of Westminster, that:

- 1. Category B-4 Service Commitment awards are hereby made to the specific projects listed below as follows:

<u>Project</u>	<u>Location</u>	<u># Service Commitments per Year</u>					<u>Total</u>
		<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	
East Bradburn	SWC 120th & Lowell	0	43	40	0	0	83
Hyland Village	W. of Sheridan at 96th	<u>20</u>	<u>102</u>	<u>125</u>	<u>125</u>	<u>111</u>	483
		20	145	165	125	111	566

- 2. These Service Commitment awards to the projects listed above are conditional and subject to the following:

- a) For each project, the applicant must complete and submit proposed development plans to the City for the required development review processes.
- b) Service Commitment awards for the projects listed above, if approved by the City, may only be used within the projects specified above.
- c) These Service Commitment awards shall be subject to all of the provisions specified in the Growth Management Program within Chapter 3 of Title XI of the Westminster Municipal Code.

- d) Each Service Commitment award is conditional upon City approval of each project listed above and does not guarantee City approval of any project, proposed density, and proposed number of units.
 - e) The City of Westminster shall not be required to approve any Comprehensive Land Use Plan amendment, Preliminary Development Plan or amendment, Official Development Plan or amendment, or rezoning action necessary for development of property involved in this Category B-4 award nor shall any other binding effect be interpreted or construed to occur in the City as a part of the Category B-4 award.
 - f. Any and all projects that do not receive City approval are not entitled to the Service Commitment awards, and the Service Commitments shall be returned to the water supply figures.
 - g. The Growth Management Program does not permit City Staff to review any new residential development plans until Service Commitments have been awarded to the project. During the competition process the City Staff does not conduct any formal or technical reviews of any sketch plans submitted by applicants. It should be expected that significant changes to any such plans will be required once the City's development review process begins for any project.
 - h. Awards shown for the year 2004 are effective as of the date of this Resolution (April 12, 2004). Future year awards are effective as of January 1 of the specified year and cannot be drawn prior to that date. If fewer Service Commitments are needed for a project in any given year, the unused amount in that year will be carried over to the following year(s) provided the Service Commitments have not expired.
 - i. In order to demonstrate continued progress on a project, the following deadlines and expiration provisions apply:
 - 1) The project must proceed with the development review process and receive Official Development Plan approval by December 31, 2007, or the entire Service Commitment award for the project shall expire.
 - 2) The project must be issued at least one building permit within one year of Official Development Plan approval, or the entire Service Commitment award for the project shall expire.
 - 3) Following the issuance of the first building permit for the project, all remaining Service Commitments for a project shall expire if no building permit is issued for the project during any consecutive 12-month period.
 - j. If Service Commitments are allowed to expire, or if the applicant chooses not to pursue the development, the Service Commitment award shall be returned to the Service Commitment supply figures. The award recipient shall lose all entitlement to the Service Commitment award under those conditions.
 - k. This award resolution shall supersede all previous Service Commitment award resolutions for the specified project locations.
3. The Category B-4 Service Commitment awards shall be reviewed and updated each year. If it is shown that additional or fewer Service Commitments are needed in the year specified, the City reserves the right to make the necessary modifications.

Passed and adopted this 12th day of April, 2004.

ATTEST:

Mayor

City Clerk



**WESTMINSTER
COLORADO**

Agenda Memorandum

City Council Meeting
April 12, 2004



SUBJECT: Councillors Bill No. 21 re Business Assistance Package for Pappadeaux Seafood Kitchen

Prepared By: Becky Johnson, Economic Development Program Coordinator

Recommended City Council Action

Pass Councillors Bill No. 21 on first reading authorizing the City Manager to enter into a three party Business Assistance Package (BAP) between the City of Westminster (City), Westminster Economic Development Authority (WEDA), and Pappas Restaurants (Pappas). The purpose of the three party agreement is to provide \$347,000 in sales tax rebates over the first five years from WEDA to Pappas; and a waiver of utility recoveries from the City of Westminster to Pappas.

Summary Statement

- City Council, as well as WEDA, is requested to approve the same three party Business Assistance Package.
- The Business Assistance Package is based upon the need to off-set the more than usual public related site development costs, including utility extension and provide landscaping along the US 36 corridor. Pappadeaux Seafood Kitchen has chosen a 5.6 acre site on the southwest corner of 92nd Avenue and Sheridan Boulevard, west of the existing bank building. This site is located in the Westminster Center Urban Renewal Area.
- The Business Assistance Package will specifically fund the extension of a utility line under Sheridan Boulevard with an estimated cost of \$158,000.
- The Business Assistance Package will also provide \$189,000 needed for the landscaping improvements and upgrades on the site.
- Traffic Studies have indicated that the intersection at 92nd Avenue and Sheridan Boulevard can adequately handle the projected traffic. In addition, the studies have shown that there is sufficient storage (stacking) along 92nd Avenue at the three quarter turn signal. A traffic management plan will be further explained during the Official Development Plan approval process, scheduled on May 10, 2004.
- Pappas agrees to dedicate a 30- foot utility easement along the western property line in exchange for a waiver of recovery fees along US 36 and 92nd Avenue.
- Revenue considered in the formation of the BAP includes building permit fees, construction use tax, additional property tax and sales tax generation.
- City Council is requested to approve the waiver of recoveries in a separate document during the first amendment of the Official Development Plan for Pappadeaux (formally known as (The Fifth Amended Official Development Plan Hyland Office Park, Lot 1, a Planned Unit Development in the City of Westminster, County of Jefferson, State of Colorado)

Expenditure Required: Waive the utility recoveries as described in Exhibit B, with an estimated value of \$56,000 in exchange for a utility easement dedication with an estimated value of \$56,000.

Source of Funds: The waiver of recoveries will be granted by separate resolution by the City of Westminster at the time of the approval of the Official Development Plan for Pappadeaux Seafood Kitchen, in exchange for the utility easement dedication.

Policy Issues

Should the City of Westminster provide business assistance to Pappas to offset the cost of the public infrastructure and landscaping as a result of the construction of a utility line extension and the landscaping within the US 36 right-of-way?

Alternatives

Do Nothing: One alternative to offering a BAP is to offer nothing to this company. The City and WEDA might lose the project if assistance is not provided. The result would be that the City and WEDA 's goal of attracting a unique restaurant and increasing sales tax revenue would not be supported. Additionally, this site has been vacant for many years due to additional off-site improvement costs associated with the development of the site.

Provide Less: Another alternative is to provide less assistance than what is recommended. The recommended Business Assistance Package is the amount needed by Pappas to fill the financing gap for the project.

Provide More: A third alternative would be to provide a greater amount of assistance than recommended. Staff has recommended a Business Assistance Package that is 34% of total 5-year projected revenue to the City and to WEDA. However, it is staff's opinion that additional assistance is not needed.

Background Information

Staff has been meeting with Pappas Restaurants to find a suitable location in the City since May 2000. In July 2003, Chris Pappas and Harris Pappas, co-founders of Pappas Restaurants selected a 5.6 acre vacant land parcel on the southwest corner of 92nd Avenue and Sheridan Boulevard as the future home for Pappadeaux Seafood Kitchen. While this site is highly visible, it has a number of development challenges that make development difficult for this project or any other project wishing to develop at this location.

In fall of 2003, Pappas Restaurants enlisted the aid of Rich Kraus, with Acumen Development, to assist this project through the City entitlement process. During the process several issues arose that added over \$460,100 in unanticipated costs directly associated with improvements for public purpose that are associated with the development of this site:

1. The City's Public Works and Utilities (PW&U) Department determined that a 12 inch, high pressure water main was needed to service any development on this site. The line would need to "loop" or "connect" the east side of Sheridan Boulevard to the west side of Sheridan Boulevard. This will require boring the utility line under Sheridan Boulevard.
2. Pappas was requested to add landscaping along the US 36 corridor within Colorado Department of Transportation (CDOT) right of way, as well as upgrade landscaping along Sheridan Boulevard. Pappas has estimated this cost to be approximately \$189,000.
3. Outstanding recovery fees are due to the City for utilities and road construction along 92nd Avenue and US 36.
4. PW&U requested a 30-foot utility easement dedication for the extension of a 30 inch low pressure water main that would allow connection between Semper Water Treatment Facility and water storage tanks located near City Hall.

In December, Council adopted the Westminster Center Urban Renewal Plan, which includes this site within the urban renewal plan area. In light of the significant costs for off site development and to improve utility line accessibility for public purpose, Pappas Restaurants requested business assistance for the development of a Pappadeaux Seafood Kitchen. It is noteworthy that the site may be able to accommodate a second restaurant, if Pappas chooses to expand in the future.

Staff is proposing a Business Assistance Package for Pappas Restaurants using sales tax rebates provided by WEDA, generated directly from Pappadeaux Seafood Restaurant, and waiver of recoveries by the City of Westminster. Staff believes that providing assistance for a quality development on this otherwise difficult site will enhance the entire City Center area.

It is anticipated that Pappadeaux Seafood Kitchen will generate over \$1,040,660 in new revenue directly to the City and WEDA in the first five years of operation. This is based on building valuation of \$2,846,898, new equipment purchases of \$663,000 at move-in, \$100,000 per year in equipment purchases over 5 years, and approximately \$23.5 million in gross sales over 5 years.

Proposed Assistance Package

Based on a 5-year projection of direct City and WEDA tax and fee revenue, Staff recommends the following business assistance package:

Sale Tax Rebate – Provided by WEDA \$347,000

50% of the Sales Tax collected from Pappadeaux Seafood Kitchen for five years of operation will be rebated (excludes the City's .25% Open Space Tax and .6% Public Safety Tax) not to exceed a total of \$347,000.

Waiver of Recoveries Fees- Provided by the City of Westminster \$56,000

The City of Westminster will waive recovery fees on West 92nd Avenue, as described in Exhibit B by separate resolution at the time of approval of the Official Development Plan for Pappadeaux Seafood Kitchen. In exchange, Pappas will dedicated a 30 foot utility easement dedication along the western property line as described in Exhibit A with an estimated value of \$56,000.

Total Assistance includes \$347,000 in rebates and \$56,000 in waiver of recoveries (in exchange for a utility easement dedication valued at \$56,000)

This Business Assistance Package is based upon WEDA's and the City's goal to provide a unique restaurant to residents and businesses, generate additional sales tax revenue and upgrade public landscaping and utilities in this area. The assistance will go toward funding City utility line improvements and landscaping along the US 36 corridor. Staff also believes that Pappadeaux Seafood Kitchen will provided economic stability for the Westminster City Center Urban Renewal area, position the City for future expansions of Pappas Restaurants, and attract new shoppers to the City's most significant retail area.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **21**

SERIES OF 2004

INTRODUCED BY COUNCILLORS

A BILL

FOR THE ORDINANCE AUTHORIZING AN ASSISTANCE AGREEMENT WITH PAPPAS RESTAURANTS TO AID IN THE CONSTRUCTION OF A PAPPADEAUX SEAFOOD KITCHEN ON THE SOUTHWEST CORNER OF 92ND AVENUE AND SHERIDAN BOULEVARD IN WESTMINSTER

WHEREAS, the City of Westminster has indicated its desire to attract unique restaurants and increase sales tax generation at the southwest corner of 92nd Avenue and Sheridan Boulevard, within the Westminster Center Urban Renewal Area; and

WHEREAS, Pappas Restaurants ("Pappas") has all of the property either in ownership or under contract to purchase, that is necessary to proceed with the construction of an approximately 12,950 square foot Pappadeaux Seafood Kitchen in accordance with standard development review procedures established by the Westminster Municipal Code; and;

WHEREAS, a proposed three party Business Assistance Package between the City of Westminster, Westminster Economic Development Authority, and Pappas Restaurants is attached hereto as Exhibit C and incorporated herein by this reference.

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

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Manager of the City of Westminster is hereby authorized to enter into a three party Business Assistance Agreement with the Westminster Economic Development Authority and Pappas Restaurants in substantially the same form as the one attached as Exhibit C, and upon execution of the Agreement to waiver recoveries and implement said agreement.

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSED ORDED PUBLISHED this 12th day of April 2004.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED THIS 26th day of April 2004.

ATTEST:

City Clerk

Mayor

EXHIBIT C

BUSINESS ASSISTANCE PACKAGE BETWEEN THE WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY, THE CITY OF WESTMINSTER AND PAPPAS RESTAURANT

This Agreement is made this ___ day of _____, 2004, by and between the **CITY OF WESTMINSTER**, a Colorado home rule city ("City"), the **WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY (WEDA)**, an urban renewal authority organized and existing pursuant to the provisions of Part 1, Article 25, Title 31, C.R.S. ("WEDA"), and **PAPPAS RESTAURANTS** ("Pappas").

In consideration of the mutual promises set forth below, the City, WEDA and Pappas agree as follows:

1. Sales Tax Rebate

WEDA shall rebate 50% of the Sales Tax collected from Pappadeaux Seafood Kitchen per year. This payment shall not exceed a total of \$347,000, nor shall the agreement extend beyond five years from the issuance of the Certificate of Occupancy. The rebate shall be paid by WEDA in annual installments from incremental sales tax revenue actually collected and received by the City and transferred to WEDA from the City. Payments shall be equal to the sales tax revenues collected by the City, on behalf of WEDA, from Pappadeaux Seafood Restaurant and attributable to the imposition of the City's 3.0% general sales tax (excludes the City's .25% Open Space Tax and .6% Public Safety Tax).

The payment of each annual installment shall be made on or before December 20th. Payments will be submitted electronically to Pappas Restaurants designated financial institution.

2. Utility Easement Dedication

Pappas agrees to execute a 30-foot permanent easement for utility and other public purposes along Pappas' westerly property line from West 92nd Avenue to Sheridan Boulevard, which easement shall be in the form attached hereto as Exhibit A. In consideration of this conveyance, the City shall waive the recoveries associated with Pappas' site, which recoveries are described in Exhibit B. The permanent easement shall be recorded in the public land records of the Clerk and Recorder of Jefferson County and shall also be referenced on Pappas' final plat (formally known as Turnpike Commercial Subdivision). The waiver of recoveries shall be described in an administrative amendment to Pappas' ODP ((The Fifth Amended Official Development Plan Hyland Office Park, Lot 1, a Planned Unit Development in the City of Westminster, County of Jefferson, State of Colorado).

3. Entire Agreement

This instrument shall constitute the entire three party agreement between the City, WEDA and Pappas Restaurants and supersedes any prior agreements between the parties and their agents or representatives, all of which are merged into and revoked by this Agreement with respect to its subject matter. In the event of sale, staff may assign the business assistance package to Pappadeaux Seafood Restaurant's successor.

4. Condition of Rebate

Pappas Restaurant agree to build an approximately 12,950 square foot Pappadeaux Seafood Kitchen on the southwest corner of 92nd Avenue and Sheridan Boulevard in the City of Westminster, with construction anticipated to begin third quarter 2004 and completion by end of the third quarter 2006.

5. Termination of Agreement

The sales tax rebate provisions of this Business Assistance Agreement shall terminate and become void and of no force and effect upon WEDA, the City of Westminster, or Pappas Restaurant if Pappadeaux Seafood Restaurant has not received the Certificate of Occupancy by December 31, 2006.

The conveyance of the permanent easement and waiver of recoveries on the site shall not be affected by any termination or assignment of this agreement.

6. Business Termination

In the event that Pappadeaux Seafood Restaurant ceases business at the southwest corner of 92nd Avenue and Sheridan Boulevard, within the City of Westminster, within 5 years of the Certificate of Occupancy, the entire sales tax rebates amount of \$347,000 shall be repaid to WEDA.

7. Subordination.

WEDA's obligations pursuant to this Agreement are subordinate to the State Urban Renewal Statutes for the repayment of any current or future bonded indebtedness and are contingent upon the existence of a surplus in sales and property tax revenues in excess of the sales and property tax revenues necessary to meet such existing or future bonded indebtedness. WEDA shall meet its obligations under this Agreement only after the WEDA has satisfied all other obligations with respect to the use of sales tax revenues for bond repayment purposes. For the purposes of this Agreement, the terms "bonded indebtedness," "bonds," and similar terms describing the possible forms of indebtedness include all forms of indebtedness that may be incurred by the City or WEDA, including, but not limited to, general obligation bonds, revenue bonds, revenue anticipation notes, tax increment notes, tax increment bonds, and all other forms of contractual indebtedness of whatsoever nature that is in any way secured or collateralized by sales and use tax revenues of the City or WEDA.

8. Governing Law: Venue

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

PAPPAS RESTAURANTS

WEST MINSTER ECONOMIC
DEVELOPMENT AUTHORITY

By _____
Chris Pappas, Owner

J. Brent McFall
Executive Director

ATTEST:

ATTEST:

Title

Michele Kelley
City Clerk

CITY OF WESTMINSTER

J. Brent McFall
City Manager

ATTEST:

Michele Kelley
City Clerk

ADOPTED BY ORDINANCE 3106

EXHIBIT B

RECOVERY COSTS

- 1) **Per City Ordinance No. 1814- Series 1988**
City recoveries are due for the City project S81-10 (W. 92nd Avenue Street Improvements) in the amount of \$139.02 per linear foot of frontage to W. 92nd Avenue, plus accrued interest at the rate established annually by the City council; and

- 2) **Per City Ordinance No. 1767- Series 1988**
City waterline project W73-1 in the amount of \$16.50 per linear foot of frontage to the main along W. 92nd Avenue.

EXHIBIT "A"
30 FOOT UTILITY EASEMENT
SHEET 1 OF 2

A 30 FOOT UTILITY EASEMENT BEING A PART OF TRACT A, TURNPIKE COMMERCIAL SUBDIVISION PLAT, RECORDED WITH JEFFERSON COUNTY IN BOOK 27 AT PAGE 42, LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF WESTMINSTER, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST ONE-QUARTER CORNER OF SAID SECTION 24; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 14 N89°02'33"W, A DISTANCE OF 702.74; THENCE, DEPARTING SAID NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 24, S00°57'27"W, A DISTANCE OF 108.19 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST 92ND AVENUE BEING THE **TRUE POINT OF BEGINNING**; THENCE DEPARTING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WEST 92ND S10°43'52"E A DISTANCE OF 48.70 FEET; THENCE S55°43'52"E A DISTANCE OF 57.09 FEET; THENCE S17°48'13"E A DISTANCE OF 294.24 FEET; THENCE S34°26'11"E A DISTANCE OF 544.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SHERIDAN BOULEVARD; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID SHERIDAN BOULEVARD S45°45'25"W A DISTANCE OF 30.45 FEET; THENCE DEPARTING THE WESTERLY RIGHT-OF-WAY LINE OF SAID SHERIDAN BOULEVARD N34°26'11"W A DISTANCE OF 553.60 FEET; THENCE N17°48'13"W A DISTANCE OF 288.31 FEET; THENCE N55°43'52"W A DISTANCE OF 59.20 FEET; THENCE N10°43'52"W A DISTANCE OF 50.59 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WEST 92ND AVENUE; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WEST 92ND AVENUE N59°55'16"E A DISTANCE OF 31.80 FEET TO THE **TRUE POINT OF BEGINNING**;

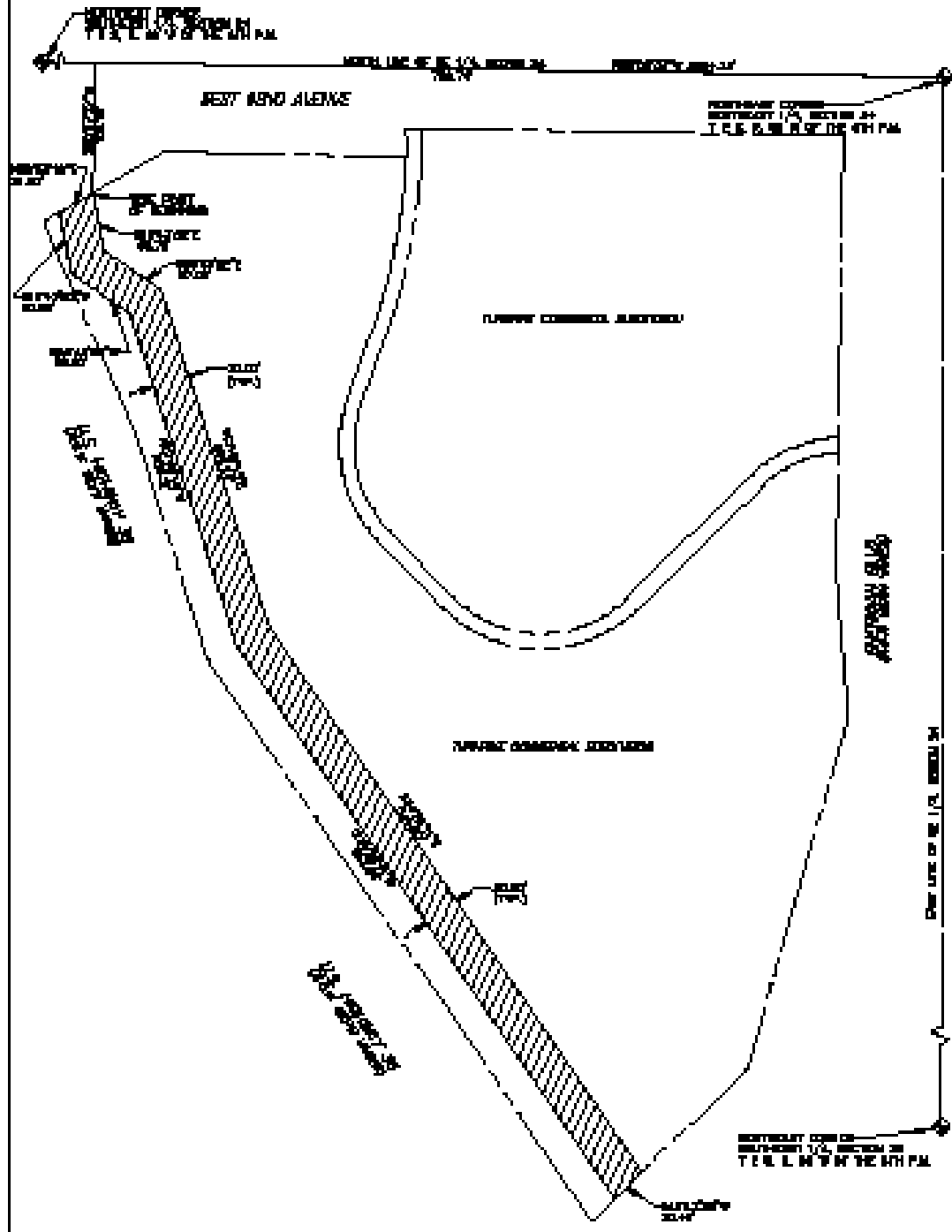
SAID PARCEL CONTAINS 0.65 ACRES (28443.09 SF), MORE OR LESS

BASIS OF BEARING:

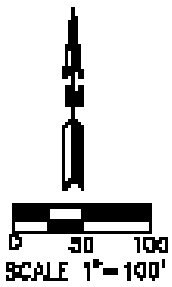
BEARINGS ARE BASED ON THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 69 WEST WHICH IS MONUMENTED AT THE NORTHEAST CORNER OF THE SOUTHEAST ONE-QUARTER OF THE SECTION WITH A 3" ALUMINUM CAP IN A ROUND BOX, AND AT THE NORTH QUARTER CORNER WITH A 3" BRASS CAP, AND WHICH BEARS N89°02'33"W

PREPARED BY DAVID A LOVATO
REVIEWED BY RICHARD NOBBE
FOR AND ON BEHALF OF:
MARTIN/MARTIN, INC.
12499 WEST COLFAX AVENUE
LAKEWOOD, COLORADO 80215
MARCH 25, 2004

EXHIBIT "A"
30 FOOT UTILITY EASEMENT
 SHEET 2 OF 2



NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS ONLY TO ASSIST IN THE DELINEATION OF THE ATTACHED DESCRIPTION.



MARCH 24, 2004

 **MARTIN / MARTIN**

STATE OF CALIFORNIA
 P.O. BOX 841000
 SACRAMENTO, CALIFORNIA 95834
 (916) 441-1100
 WWW.MARTINLANDSURVEYING.COM



City Council Meeting
April 12, 2004



SUBJECT: Intergovernmental Agreement with WEDA re Shops at Walnut Creek

Prepared By: Robert C. Smith, Treasury Manager

Recommended City Council Action

Authorize the Mayor to execute an Intergovernmental Agreement with the Westminster Economic Development Authority (WEDA) agreeing to advance funds to WEDA for the purpose of making a payment to the District Court of Jefferson County concerning a Condemnation Action for land to further the Shops at Walnut Creek project and to be repaid by WEDA

Summary Statement

- On July 31, 2003 WEDA filed a Petition in Condemnation with the District Court, Jefferson County with regard to the Weigel properties in the Mandalay Gardens Urban Renewal Area. The Weigels owned two parcels, approximating 8.7 acres in size, which WEDA must own in order to complete the Shops At Walnut Creek.
- Coincident with filing the Petition in Condemnation WEDA deposited a sum of \$1,524,080 with the Court. This amount represented the price the Authority had offered the owners to purchase the land prior to taking the condemnation action, which offer the owners had turned down. This offer was in excess of the \$1,058,000 appraised value based on the appraisal WEDA commissioned for the property. The City advanced these funds to WEDA and WEDA reimbursed the City from the proceeds of the WEDA Series 2003 bonds issued August 29, 2003.
- A jury trial was held from March 8 to March 11, 2004 to hear arguments concerning the value of the property. On March 11, 2004 the jury entered a verdict in the amount of \$2,774,239 as the value of the property. That represents an increase of \$1,250,159 over the amount deposited with the Court in July 2003. As a result of the Court Order of Judgment WEDA must deposit an additional \$1,250,159 with the Court pending appeal of this case. Further, under CRS Section 38-1-116 the Petitioner, WEDA, is required to Pay interest to the additional amount due from the date of the initial petition. This interest was calculated by the Court to be \$61,376.
- City Council is requested to authorize the Mayor to advance WEDA \$1,311,535 for WEDA to use to satisfy its obligations with the Court and to enter into an intergovernmental agreement with the WEDA whereby the Authority agrees to repay the City for the funds advanced. These funds are currently available in the General Capital Improvement Fund, as a result of funds received from the Catellus settlement. No additional expenditures from the General Fund are necessary.

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Expenditure Required: \$1,311,535

Source of Funds: City General Capital Improvement Funds with future reimbursements from WEDA Bonds and Excess Revenue from the Project.

Policy Issues

Should the City advance \$1,311,535 for WEDA to make payments to the Court concerning the Weigel properties, and enter into an agreement with WEDA whereby WEDA would agree to repay the City from Project funds?

Alternatives

The alternative to the recommended action is to not authorize the advance of the funds. This alternative is not recommended, since money must be deposited with the Court. If the City were not to advance the funds, WEDA would have to use cash in the Project Fund that is needed to pay for construction of the public improvements as part of the Shops at Walnut Creek Project. Using the cash intended to pay for construction activities to make the deposit with the Court may delay completion of the project, delaying WEDA's receipt of tax increment revenues from the project.

Background Information

The Westminster City Council established the Mandalay Gardens Urban Renewal Area on March 17, 2003. After that time staff negotiated with the property owners in Mandalay Gardens to purchase their land for the proposed Mandalay Gardens Town Center Project (now known as the Shops at Walnut Creek). Staff was successful at purchasing the property of 20 of the 22 individual property owners in Mandalay Gardens. Condemnation motions were filed in the other two cases. In the case of the Property owned by Raymond and Tangeree Weigel a Petition in Condemnation was filed with the District Court July 1, 2003. At that time an amount of \$1,524,000.00 was deposited with the Court.

A jury trial was held March 8 to March 11, 2004 to hear evidence in the case of the Weigel properties. The jury rendered its opinion on March 11. The jury entered a verdict of \$2,774,239 for the property value, or \$1,250,159 higher than the amount WEDA had deposited with the Court.

WEDA intends to file a motion for a new trial. However, in the interim, WEDA must deposit with the Court an amount of \$1,250,159 plus accrued interest on that amount from the date the initial deposit was made, July 31, 2003. The total interest due, as calculated by the Court, is \$61,376. In total WEDA must deposit \$1,311,535 with the Court until the issue of the final amount to be paid to the Weigels for their property is finally settled.

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Respectfully submitted,

J. Brent McFall
City Manager

Attachments

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF WESTMINSTER
AND THE WESTMINSTER ECONOMIC
DEVELOPMENT AUTHORITY**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2004, by and between **THE CITY OF WESTMINSTER**, a home-rule municipal corporation ("City") and the **WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY** ("Authority").

WHEREAS, the City is a Colorado home-rule municipality with all the powers and authority granted pursuant to Article XX of the Colorado Constitution and its City Charter; and

WHEREAS, the Authority is a Colorado urban renewal authority, with all the powers and authority granted to it pursuant to part 1 of Article 25 of Title 31, Colorado Revised Statutes; and

WHEREAS, pursuant to Article XIV of the Colorado Constitution, and part 2 of Article 1 of Title 29, Colorado Revised Statutes, the City and the Authority are authorized to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each governmental entity; and

WHEREAS, pursuant to section 31-25-112 of the Colorado Urban Renewal Law, the City is specifically authorized to do all things necessary to aid and cooperate with the Authority in connection with the planning or undertaking of any urban renewal plans, projects, programs, works, operations, or activities of the Authority, and to enter into agreements with the Authority respecting such actions to be taken by the City; and

WHEREAS, the City and WEDA are parties to a certain Agreement of Cooperation dated November 11, 1991, and a "1997 Cooperation Agreement" dated December 15, 1997, concerning the redevelopment of the Westminster Plaza Urban Renewal Area, as well as future redevelopment projects (the "Cooperation Agreements"); and

WHEREAS, the "Shops at Walnut Creek Area" is approximately 65 acres of property located at approximately the northwest corner of the intersection of US Highway 36 and Church Ranch Boulevard in the City of Westminster;

WHEREAS, on March 17, 2003, the Westminster City Council adopted an Urban Renewal Plan for the Mandalay Gardens Area (now known as the Shops at Walnut Creek) pursuant to the Colorado Urban Renewal Law; and

WHEREAS, the City and the Authority now wish to supplement the Cooperation Agreements with this Agreement to set forth their respective obligations to the other concerning certain property needed for the future redevelopment of the Mandalay Gardens Area.

NOW, therefore, the parties agree as follows:

1. The City agrees to provide \$1,311,535 in funds necessary to satisfy the judgment entered in Case Number 2003CV1978 in connection with the Authority's acquisition of the Weigel property by eminent domain.
2. The Authority agrees to repay the City the funds provided to the Authority pursuant to paragraph 1 above. The repayment to the City shall be without interest.

3. Nothing herein shall be deemed or construed as modifying the Cooperation Agreements except as specifically set forth herein.

CITY OF WESTMINSTER

**WESTMINSTER ECONOMIC
DEVELOPMENT AUTHORITY**

By: _____
Ed Moss, Mayor

Ed Moss, Chairman

Attest:

Attest:

Michele Kelley, City Clerk

Secretary



**WESTMINSTER
COLORADO**

Agenda Memorandum

City Council Meeting
April 12, 2004



SUBJECT: Resolution No. 26 re Moral Obligation Pledge for the Financing for the Purchase of White Property

Prepared By: Mary Ann Parrot, Finance Director

Recommended City Council Action

Adopt Resolution No. 26 approving the moral obligation pledge of the City for the WEDA borrowing of \$9,000,000, from Zions/Vectra Bank, for the purchase of 80 acres of property at the northeast corner of Huron Street and 144th Avenue, to be repaid when WEDA bonds are issued in late 2004 or early 2005 for the North I-25 project improvements, and further approving the Cooperation Agreement between the City of Westminster and WEDA, and further authorizing the City Manager to sign the necessary documents on behalf of the City.

Summary Statement

On March 29, WEDA authorized the Executive Director to purchase the Rick White property of 80 acres at the northeast corner of Huron Street and 144th Avenue.

- It is in the City’s, WEDA’s and Forest City’s best interests to close on this property prior to April 27, primarily because it saves \$1.4 million on the cost of the land. Forest City will reimburse WEDA for the land cost as part of the overall project financing.
- The moral obligation pledge of the City means if WEDA cannot retire the loan in 2 years, the City will need to consider alternatives for appropriating funds to pay the loan.
- By WEDA purchasing the land, the City is in full control of the entire 213 acres.
- If approved, the financing will consist of the following: Bridge Loan of \$9.0 million from Vectra/Zion’s Bank, for the purchase of the 80-acre parcel at the northeast corner of Huron and 144th Avenue, referred to as the White Property, currently owned by a group of people represented by Eric S. White, which loan is to be secured by the following:
 - Deed of Trust to the Rick White property
 - Assignment of the contract between Forest City and WEDA to pay the interest on the bridge loan
 - Moral obligation of the City of Westminster
 - The loan will be repaid from bond proceeds when WEDA issues the financing for the infrastructure improvements in this area, expected to be accomplished in early 2005

Expenditure Required: none

Source of Funds: none

Policy Issue(s)

Should the City extend its moral obligation pledge for WEDA to borrow these funds prior to the execution of the development contract documents with Forest City and prior to the commencement of the project?

Alternative(s)

1. Do not approve the moral obligation pledge to support the WEDA borrowing. This is not recommended at this time. The bank will not approve the loan without the City's pledge and the purchase cannot be accomplished without this borrowing and moral obligation pledge.
2. Delay the approval of the pledge. This is not recommended, as the price of the property goes to \$10.4 million on April 27 according to the option purchase contract. Delaying the approval of the moral obligation pledge to the next City Council meeting on April 26, or further, will cause the financing to increase the borrowing or cause the financing to fail.

Background Information

The moral obligation pledge does not legally obligate the City to appropriate funds to meet the payment terms of the bridge loan. However, if the City were to decide not to appropriate funds, the consequences of this action would be significant, resulting in significant downgrade of bond ratings and significantly reducing the City's access to capital markets.

The City has currently extended its moral obligation pledge to all WEDA borrowings and to the Golf Course borrowing for Heritage Golf Course. In 2003, the City's financial advisors and Staff discussed the continuation of this policy with the ratings agencies, as the borrowing for Shops at Walnut Creek Center was under development. The representatives of the agencies told the City that an additional moral obligation pledge for the Mandalay borrowing would not negatively impact the City's or WEDA's bond ratings. Staff has not had the opportunity to discuss the North I-25 borrowing with the ratings agencies, but will do so at the appropriate time.

Specifically with regard to the borrowing, WEDA has negotiated a bridge loan with Zions Vectra Bank, whereby it will purchase the land for the lower cost, and assign the deed of trust to the bank as security for the loan. In addition, Forest City has agreed that they will pay the interest on the loan for the duration of the loan. The terms of the loan are as follows:

- One-year loan, renewable for one additional year.
- Interest rate is a variable rate, based on LIBOR, or London Interbank Offered Rate, a common after-tax variable rate used by banks worldwide (similar to Federal Funds rate or the yield on a 10-year Treasury bond):
 - LIBOR plus 4.75% for 90 days, to cover carry cost and the commitment fee the bank will be paid upon closing, or approximately 6% for 90 days,
 - LIBOR plus 0.75%, or approximately 3% for the remaining term of the loan.
- Assignment of the deed of trust, the contract with Forest City to pay the interest costs, and the moral obligation of the City. The moral obligation of the City means that if WEDA cannot pay the \$9.0 principal when the loan matures in April 2006, the City Council will meet to consider appropriating the funds to make this payment.

The advantages of WEDA taking down this loan are the following:

- It allows for the purchase of the land at a savings of \$1.4 million. The purchase price at this time is \$9,060,480. (Deducting earnest money and adding closing costs yields the current promissory note total of \$9.0 million.) The purchase price on April 27 goes to \$10.4 million.
- It gives the City full control of the 213 acres north of 144th Avenue, adjacent to I-25.

The disadvantage of WEDA taking down this loan is the following: If the negotiations with Forest City break down, WEDA will own 80 prime acres along North I-25 and will need either to sell the property, or somehow to raise the \$9.0 million to retire the loan. Staff believes this is an acceptable risk with this project, primarily because this is prime real estate along North I-25 and could be re-sold at the current, or at a higher price, within a year.

The Cooperation Agreement between WEDA and the City of Westminster is a standard agreement attached to every WEDA borrowing wherein WEDA agrees to repay the city for services rendered, recognizes that its obligations to the City of Westminster are subordinate to debt service payments, agrees to cooperate with the City in other necessary areas, and several other necessary items. The Cooperation Agreement is also attached.

Staff will be available to answer questions from City Council Monday evening. In addition, as in past projects of this scope, Staff will present to City Council the entire financing package (feasibility study, bond summary) when these items are finalized.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment(s)

RESOLUTION

RESOLUTION NO. **26**

INTRODUCED BY COUNCILLORS

SERIES OF 2004

Hicks-Dittman

A RESOLUTION CONCERNING THE WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY AND ITS TAXABLE DEMAND PROMISSORY NOTE (I-25/HURON STREET PROJECT), AUTHORIZING AND DIRECTING ACTIONS BY THE CITY MANAGER WITH RESPECT TO THE PREPARATION OF REQUESTS TO THE COUNCIL FOR APPROPRIATION OF FUNDS FOR THE PAYMENT OF AMOUNTS PERTAINING THERETO; AND AUTHORIZING THE COOPERATION AGREEMENT AND OTHER ACTIONS TAKEN BY THE CITY IN CONNECTION THEREWITH.

WHEREAS, the City Council (the "City Council") of the City of Westminster, Colorado (the "City"), by Resolution No. 40 adopted September 14, 1987 (the "Authority Resolution"), created the Westminster Economic Development Authority (the "Authority"); and

WHEREAS, pursuant to Resolution No. 5 adopted on January 26, 2004, the City approved the I-25/Huron Street Urban Renewal Plan (the "Plan") pursuant to the Colorado Urban Renewal Law; and

WHEREAS, the Project is intended to be built on property known as the South Parcel and other contiguous property; and

WHEREAS, the purchase price of the South Parcel is \$9,060,480 until April 27, 2004, and escalates to \$10,454,400 by August 27, 2004; and

WHEREAS, the Authority wishes to acquire the South Parcel by April 27, 2004, in order to avoid a significant increase in the cost of the Project; and

WHEREAS, the Authority is borrowing money from Vectra Bank which borrowing will be evidenced by its Taxable Demand Promissory Note (I-25/Huron Street Urban Renewal Project), in the original aggregate principal amount of \$9,000,000 (the "Note") for the purpose of financing the acquisition of the South Parcel (the "Project"); and

WHEREAS, the City Council wishes to make a non-binding statement of its present intent with respect to the appropriation of funds in the event that the Authority does not have sufficient funds to pay amounts due on the Note, and to authorize and direct the City Manager to take certain actions for the purpose of causing requests for such appropriations to be presented to the City Council for consideration; and

WHEREAS, pursuant to a Cooperation Agreement (the "Cooperation Agreement") between the City and the Authority, the City will agree, subject to conditions specified in the Cooperation Agreement, to loan funds to the Authority for the Project; and

WHEREAS, there is on file with the City Clerk the forms of the Cooperation Agreement.

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

Section 1. Appropriations to Replenish Reserve Fund. The City Manager shall, upon notice from the Authority that payments are due on the Note and the Authority does not have sufficient funds for such payment, prepare and submit to the City Council a request for an appropriation of a sufficient amount to make such payments. It is the present intention and expectation of the City Council to appropriate such funds as requested, within the limits of available funds and revenues, but this declaration of intent shall not be binding upon the City Council or any future City Council in any future fiscal year. The City Council may determine in its sole discretion, but shall never be required, to make the appropriations so requested. Nothing provided in this Section 1 shall create or constitute a debt, liability or multiple fiscal year financial obligation of the City.

Section 2. Repayment of Amounts Appropriated. In the event that the City Council appropriates funds as contemplated by Section 1 hereof, any amounts actually advanced shall be treated as an obligation under the Cooperation Agreement and shall be repaid by the Authority, with interest thereon, but shall be payable from and secured solely by the tax increment revenues of the Authority, as described in the Plan, on a basis expressly subordinate and junior to that of the Note and any other bonds (as defined in Section 31-25-103(3), C.R.S.) issued by the Authority.

Section 3. Limitation to Note. Unless otherwise expressly provided by a subsequent resolution of the City Council, the provisions of this Resolution shall apply only to the Note, and shall not apply to any other additional bonds issued by the Authority.

Section 4. Approval and Authorization of the Cooperation Agreement. The form of the Cooperation Agreement is hereby approved. The City shall enter into and perform its obligations under the Cooperation Agreement, in the form of such document on file with the City Clerk, with only such changes therein as are not inconsistent herewith. The Mayor is hereby authorized and directed to execute the Cooperation Agreement on behalf of the City. The City Clerk is hereby authorized to attest to the Cooperation Agreement.

Section 5. General Repealer. All prior resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 6. Effectiveness. This Resolution shall take effect immediately upon its passage.

RESOLVED AND PASSED this April 12, 2004.

CITY OF WESTMINSTER, COLORADO

Mayor

ATTEST:

City Clerk

STATE OF COLORADO)
) SS.
CITY OF WESTMINSTER)

I, Michele Kelley, the duly appointed and acting City Clerk of the City of Westminster, do hereby certify that:

1. The foregoing pages are a true and correct copy of a resolution (the "Resolution") passed and adopted by the City Council (the "Council") at a regular meeting held on April 12, 2004.

2. The Resolution was duly moved and seconded and the Resolution was adopted at the meeting of April 12, 2004, by an affirmative vote of a majority of the members of the Council as follows:

Commissioners	Yes	No	Absent	Abstaining
Ed Moss	X			
Chris Dittman	X			
Sam Dixon	X			
Butch Hicks	X			
Tim Kauffman	X			
Nancy McNally	X			
Jo Ann Price	X			

3. The members of the Council were present at such meetings and voted on the passage of such Resolution as set forth above.

4. The Resolution was approved and authenticated by the signature of the Mayor of the City, sealed with the City seal, attested by the City Clerk and recorded in the minutes of the Council.

5. There are no bylaws, rules or regulations of the Council which might prohibit the adoption of said Resolution.

6. Notice of the meeting of April 12, 2004 in the form attached hereto as Exhibit A was posted in at the Westminster City Hall, 4800 W. 92nd Street, in the City of Westminster, not less than twenty-four hours prior to the meeting in accordance with law.

WITNESS my hand and the seal of the City affixed this April 13, 2004.

City Clerk

(SEAL)

Exhibit A
(Form of Notice of Meeting)

**2004 COOPERATION AGREEMENT
BETWEEN THE CITY OF WESTMINSTER AND
THE WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY**

THIS COOPERATION AGREEMENT (this "Agreement") is made and entered into this April __, 2004, between THE CITY OF WESTMINSTER (the "City") and the WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY (the "Authority").

WHEREAS, the City is a Colorado home rule municipality with all the powers and authority granted pursuant to Article XX of the Colorado Constitution and its City Charter; and

WHEREAS, the Authority is a Colorado Urban Renewal Authority, with all the powers and authority granted to it pursuant to Title 31, Article 25, Part 1, Colorado Revised Statutes ("C.R.S.") (the "Urban Renewal Law"); and

WHEREAS, pursuant to Article XIV of the Colorado Constitution, and Title 29, Article 1, Part 2, C.R.S., the City and the Authority are authorized to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each governmental entity; and

WHEREAS, the City has heretofore approved the Westminster Economic Development Authority I-25/Huron Urban Renewal Plan (the "Plan") and the urban renewal project described therein (the "Project"); and

WHEREAS, the Project is being undertaken for the public purpose of enhancing employment opportunities, eliminating existing conditions of blight, and improving the tax base of the City; and

WHEREAS, pursuant to section 31-25-112, C.R.S., the City is specifically authorized to do all things necessary to aid and cooperate with the Authority in connection with the planning or undertaking of any urban renewal plans, projects, programs, works, operations, or activities of the Authority, to enter into agreements with the Authority respecting such actions to be taken by the City, and appropriating funds and making such expenditures of its funds to aid and cooperate with the Authority in undertaking the Project and carrying out the Plan; and

WHEREAS, the Authority is issuing its Taxable Demand Promissory Note (I-25/Huron Urban Renewal Project) in the original aggregate principal amount of \$9,000,000 (the "Note") for the purpose of financing the acquisition, construction and equipping of the Project; and

WHEREAS, the City Council of the City (the "Council") has adopted its Resolution 04-___ declaring its nonbinding intent and expectation that it will appropriate any funds requested, within the limits of available funds and revenues, in a sufficient amount to make payments due on the Note (the "Resolution"); and

NOW, THEREFORE, in consideration of the mutual promises set forth below, the City and the Authority agree as follows:

1. **LOAN.** (a) The Authority acknowledges that the City Manager, City staff and the City Attorney have provided and will continue to provide substantial administrative and legal services to the Authority in connection with the Plan and the Project. The Authority shall pay to the City the City's actual costs for services rendered to the Authority in connection with the Plan and the Project. The City shall provide written evidence of such costs to the Authority from

time to time. To the extent that this annual debt is incurred, this obligation is hereby designated a loan from the City to the Authority to be repaid as provided herein.

(b) If the Council appropriates funds pursuant to the Resolution, such funds shall be a loan from the City to the Authority to be repaid as provided herein.

(c) Any other amounts advanced or loaned to the Authority by the City or payments made or debts incurred by the City on behalf of the Authority relating to the Plan or the Project may be designated a loan from the City to the Authority to be repaid as provided herein.

2. **PAYMENT.** (a) Subject to Section 4 of this Agreement, when tax increment revenues pursuant to Section 31-25-107, C.R.S. and the Plan (the "Tax Increment Revenues") are available to the Authority in any year, the Authority shall repay the City for all amounts due under this Agreement to the extent that such Tax Increment Revenues are available.

(b) The Authority agrees to pay the City interest in the amount of [5]% on the principal balance of any amounts designated as a loan hereunder.

3. **FURTHER COOPERATION.** (a) The City shall continue to make available such employees of the City as may be necessary and appropriate to assist the Authority in carrying out any authorized duty or activity of the Authority pursuant to the Urban Renewal Law, the Plan, or any other lawfully authorized duty or activity of the Authority.

(b) The City agrees to assist the Authority by pursuing all lawful procedures and remedies available to it to collect and transfer to the Authority on a timely basis all Tax Increment Revenues.

4. **SUBORDINATION.** The Authority's obligations pursuant to this Agreement are subordinate to the Authority's obligations for the repayment of any current or future bonded indebtedness. For purposes of this Agreement, the term "bonded indebtedness," "bonds," and similar terms describing the possible forms of indebtedness include all forms of indebtedness that may be incurred by the Authority, including, but not limited to, general obligation bonds, revenue bonds, revenue anticipation notes, tax increment notes, tax increment bonds, and all other forms of contractual indebtedness of whatsoever nature that is in any way secured or collateralized by revenues of the Authority.

5. **GENERAL PROVISIONS.** (a) **Dispute Resolution.** If a dispute arises between the parties relating to this Agreement, the parties agree to submit the dispute to mediation prior to filing litigation.

(b) **Separate Entities.** Nothing in this Agreement shall be interpreted in any manner as constituting the City or its officials, representatives, consultants, or employees as the agents of the Authority, nor as constituting the Authority or its officials, representatives, consultants, or employees as agents of the City. Each entity shall remain a separate legal entity pursuant to applicable law. Neither party shall be deemed hereby to have assumed the debts, obligations, or liabilities of the other.

(c) **Third Parties.** Neither the City nor the Authority shall be obligated or liable under the terms of this Agreement to any person or entity not a party hereto.

(d) **Modifications.** No modification or change of any provision in this Agreement shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by both parties and incorporated as a written amendment to this Agreement. Memoranda of understanding and correspondence shall not be construed as amendments to the Agreement.

(e) Entire Agreement. This Agreement shall represent the entire agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the parties relating to the subject matter of this Agreement and shall be independent of and have no effect upon any other contracts.

(f) Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

(g) Assignment. This Agreement shall not be assigned, in whole or in part, by either party without the written consent of the other.

(h) Waiver. No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach or of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies reserved in this Agreement shall be cumulative and additional to any other remedies in law or in equity.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the date above.

WESTMINSTER ECONOMIC
DEVELOPMENT AUTHORITY

CITY OF WESTMINSTER

BY _____
Executive Director

BY _____
City Manager

ATTEST:

ATTEST:

Assistant Secretary

City Clerk

APPROVED AS TO LEGAL FORM

APPROVED AS TO LEGAL FORM

BY _____
Authority Attorney

BY _____
City Attorney



**WESTMINSTER
COLORADO**

Agenda Memorandum

City Council Meeting
April 12, 2004



SUBJECT: Councillor’s Bill No. 22 re 2003 Final Budget Supplemental Appropriation

Prepared By: Tammy Hitchens, Accounting Manager
Karen Creager, Accountant

Recommended City Council Action:

Pass Councillor’s Bill No. 22 on first reading providing for supplementary appropriations to the 2003 budget of the General Fund, General Capital Improvement Fund (GCIF) and General Capital Outlay Replacement Fund (GCORF).

Summary Statement

City Council action is requested to pass the attached Councillor’s Bill on first reading amending the 2003 budget appropriations in the General Fund, GCIF and GCORF.

- At the end of each quarter Staff prepares an ordinance to appropriate unanticipated revenues received during the quarter. Additionally, Staff prepares a final ordinance for the prior year to make any necessary appropriation corrections discovered during preparation for the audit. This is the final supplemental appropriation for 2003.
- General Fund amendments:
 - \$(127,731) Reduce budget for lease payments in General Fund that should have been paid through the GCORF. The GCORF budget will be increased accordingly.
 - \$127,731 Transfer to GCORF for 2003 lease payments that should have been paid through GCORF and not the General Fund.
 - \$(472,039) Reduce other financing source for fire truck lease that should be recorded in GCORF.
 - \$1,085,413 Interfund borrowing from Westminster Housing Authority.
- GCIF amendments:
 - \$5,326,546 for the buy-back of some of the land and the write-off of the note receivable associated with the renegotiation of Catellus agreement.
- GCORF amendments:
 - \$127,731 Transfer from the General Fund for lease payments that should have been paid from the GCORF and not the General Fund.
- Appropriation of these funds allows the budget to reflect actual activity in 2003.

Expenditure Required: \$6,067,561

Source of Funds: The funding sources for these expenditures include interfund borrowing proceeds, sale of land and transfer from the General Fund. No additional cash is needed at this time as this affects only the budget side of the City’s books.

SUBJECT: Councillor’s Bill re 2003 Final Budget Supplemental Appropriation

Policy Issues

Does City Council support amending the appropriations for the 2003 budget of the General Fund?

Alternatives

The alternative would be not to amend the 2003 budget appropriations for the General Fund, GCIF and GCORF. Staff does not recommend this alternative, as the books would not properly reflect all of the City's activity in 2003.

Background Information

This agenda memo and attached Councillor's Bill is a routine action addressing the need to appropriate additional revenues and offsetting expenditures that resulted from increased activity or events that were not anticipated during the normal budget process.

In 2002, the General Capital Outlay Replacement Fund was established to accumulate funds for capital outlay purchases. With the establishment of this fund, the City's vehicles, excluding those owned by the enterprise funds, were recorded as assets of the GCORF fund. However, the debt for these vehicles remained budgeted for and paid out of the General Fund. In 2003, \$127,731 was budgeted for lease payments on two fire trucks and the City's passenger bus in the General Fund. More appropriately, these payments should have been budgeted and paid in the GCORF. In order to correct the lease payments, \$127,731 is being reduced in the lease payment to other accounts in Fire and Parks Recreation and Libraries and a transfer to the GCORF is being increased. This will move the budget for the lease payments to the GCORF. Accordingly, the expense for the lease payments will also be moved from the General Fund to the GCORF.

Additionally, the fire truck lease in 2003 should have been recorded in the GCORF and not the General Fund. Therefore, \$472,039 appropriated in Other Financing Sources and Other Financing Uses will be unappropriated in the General Fund. The fire truck will be recorded in the GCORF. Since there were no scheduled lease payments for the fire truck lease in 2003, there are no additional adjustments to be made on the expense side.

With regard to the \$1,085,413 Interfund borrowing from the Westminster Housing Authority (WHA), the City of Westminster entered into a developer agreement with Community Builders in order to demolish the former Aspen Care facility and revitalize south Westminster. The WHA had cash available to fund this agreement. The transaction was predicated on an IGA being established between the WHA, WEDA and the City. The payback of the interfund borrowing from WHA would be made in part by tax increment from the South Westminster Urban Renewal Project (WEDA) and in part by funds earmarked by the City. At the end of the year, the IGA had not been completed and it is necessary to record the expenses associated with the developer agreement on the City's books. It was erroneously recorded on the WHA books.

With regard to \$5,326,546 related to Catellus Westminster Company, LLC (Catellus) negotiations, in 1999, the City sold approximately 65.5 acres of property to Catellus. The sale of property was recorded on the City's books as revenue. The total amount recorded as revenue was \$16,500,000. The City received cash of \$2,500,000 at closing and a note receivable of \$14,000,000 was also recorded. The City desired to buy back some of the land it had previously sold to Catellus for economic development purposes. The City negotiated the buy back of 8.3 acres in early 2003 for a net reduction in the Catellus note of \$1,883,185. The City also negotiated the purchase of 21.83 acres and a pay-off of the remaining acres that was completed in early 2004. As a result of the negotiations, the note receivable must be written down by \$3,443,361. These amounts were previously recorded as revenue and are included in Fund Balance (carryover). They must now be recorded as an expense, and will flow to the bottom line as a reduction of Fund Balance. It is important to remember that the City originally purchased the entire 65+ acre Circle Point property for less than \$100,000.

These adjustments will bring the City's accounting records up to date to reflect the various detailed transactions.

J. Brent McFall
City Manager

Attachments

BY AUTHORITY

ORDINANCE NO.

COUNCILOR'S BILL NO. **22**

SERIES OF 2004

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE AMENDING THE 2003 BUDGETS OF THE GENERAL FUND, GENERAL CAPITAL OUTLAY REPLACEMENT FUND, GENERAL CAPITAL IMPROVEMENT FUND AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2003 ESTIMATED REVENUES IN THE FUNDS.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2003 appropriation for the General Fund initially appropriated by Ordinance No. 2977 in the amount of \$67,576,244 is hereby increased by \$613,374 which, when added to the fund balance as of the City Council action on April 12, 2004 will equal \$72,270,104. The actual amount in the General Fund on the date this ordinance becomes effective may vary from the amount set forth in this section due to intervening City Council actions. The appropriation is due to an interfund borrowing from the Westminster Housing Authority for \$1,085,413, an un-appropriation of lease proceeds of \$472,039 and a change in expenditure accounts due to moving the debt for 3 fire trucks and a passenger bus from the General Fund to the General Capital Outlay Replacement Fund (GCORF).

Section 2. The \$613,374 increase in the General Fund shall be allocated to City Revenue and Expense accounts, which shall be amended as follows:

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Other Financing Source	1000.46000.0225	\$722,562	\$613,374	\$1,335,936
Total Change to Revenues			<u>\$613,374</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Lease Pymts to Other - Fire	10025260.67700.0000	\$142,719	\$(104,215)	\$38,504
Lease Pymts to Other – PR&L	10050760.67700.0000	30,434	(23,516)	6,918
Other Financing Use	10010900.78800.0000	722,562	613,374	1,335,936
Transfer to GCORF	10010900.79800.0450	345,644	127,731	473,375
Total Change to Expenses			<u>\$613,374</u>	

Section 3. The 2003 appropriation for the GCORF initially appropriated by Ordinance No. 2977 in the amount of \$1,163,431 is hereby increased by \$127,731 which, when added to the fund balance as of the City Council action on April 12, 2004 will equal \$1,648,490. The actual amount in the GCORF on the date this ordinance becomes effective may vary from the amount set forth in this section due to intervening City Council actions. This appropriation is due to moving vehicle leases to GCORF from the General Fund.

Section 4. The \$127,731 increase in the GCORF shall be allocated to City revenue and expense accounts, which shall be amended as follows:

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Transfer from General Fund	4500.45000.0100	\$345,644	\$127,731	\$473,375
Total Change to Revenues			<u>\$127,731</u>	

EXPENSES

Description	Account Number	2004 Adopted	Amendment	2004 Revised
Lease Pymts to Others	45010900.67700.0000	\$0	\$127,731	\$127,731
Total Change to Expenses			<u>\$127,731</u>	

Section 5. The 2003 appropriation for the General Capital Improvement Fund initially appropriated by Ordinance No. 2977 in the amount of \$8,923,000 is hereby increased by \$5,326,546 which, when added to the fund balance as of the City Council action on April 12, 2004 will equal \$25,263,732. The actual amount in the General Capital Improvement Fund on the date this ordinance becomes effective may vary from the amount set forth in this section due to intervening City Council actions. This appropriation is due to appropriation of carryover for the change in the Catellus land agreement.

Section 6. The \$5,326,546 increase in the General Capital Improvement Fund shall be allocated to City revenue and expense accounts, which shall be amended as follows:

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Carryover	7500.40020.0000	\$986,481	\$5,326,546	\$6,313,027
Total Change to Revenues			<u>\$5,326,546</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Catellus Buy-back	80375015327.80400.8888	\$0	\$1,883,185	\$1,883,185
Other Expenditures-Misc	75010900.79400.0000	0	3,443,361	3,443,361
Total Change to Expenses			<u>\$5,326,546</u>	

Section 7. – 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 8. This ordinance shall take effect upon its passage after the second reading.

Section 9. This ordinance shall be published in full within ten days after its enactment.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED AND PUBLISHED this 12th day of April, 2004.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 26th day of April, 2004.

ATTEST:

Mayor

City Clerk



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
April 12, 2004



SUBJECT: Councillor's Bill No. 23 re Lease Agreement with Community Reach Center

Prepared By: Matt Lutkus, Deputy City Manager for Administration

Recommended City Council Action

Pass Councillor's Bill No. 23 on first reading regarding a lease agreement with the Community Reach Center for their use of the recently vacated 76th Avenue Library Building.

Summary Statement

- Since 1974, Community Reach Center, previously known as Adams Community Mental Health, has operated its Westminster clinic out of the Walker Building, a City-owned, former residence at 3200 West 76th Avenue. Both the Center and the City have benefitted by having a satellite office for mental health services located within Westminister.
- In response to a request from the Center in 1999, the City contracted for the design for a major remodel of the Walker Building to improve the structure and increase its usability as clinical offices. At approximately the same time, the decision was made by City Council to pursue another location for the 76th Avenue Library. In Spring, 2000 City Council approved a much-reduced scope for the remodel project with the intent of allowing the Mental Health Center to move into the library building once this was vacated by City Staff.
- An architect has completed preliminary plans to remodel the former library into clinical offices. The estimated cost for the project is \$140,000 to \$170,000, depending on the results of the bid process and the specifications required by the Center. There is currently \$90,000 available in the City's Capital Improvement Fund Walker Building Project Account for this project. The Community Reach Center Board has agreed to pay for the balance of the costs.
- The City would also share equally with the Center in the expense of replacing the roof, currently estimated at \$30,000.
- The key components of the proposed lease agreement are a 20-year term where the Community Reach Center would be responsible for all maintenance inside the building while the City would be responsible for all exterior and grounds maintenance. The Community Reach Center will be responsible for all utilities costs and for providing liability insurance. The lease cost would be a nominal \$1 for the term of the lease.

Expenditure Required: \$105,000 in City funds and \$65,000 to \$85,000 in Community Reach Center funds.

Source of Funds: General Capital Improvement Fund and outside sources available from the Community Reach Center.

Policy Issue(s)

Does the City Council wish to lease the vacated 76th Avenue Library to the Community Reach Center to operate their Westminster clinic?

Alternative(s)

Do not lease the former 76th Avenue Library building to the Community Reach Center and continue to lease the organization its current space in the City's Walker Building. Staff does not recommend this alternative since it does not address the Center's desire to expand its facilities in Westminster to serve Westminster area residents.

Identify another location where the Community Reach Center's Westminster Clinic could be located. City Staff believes that given the accessibility of the former library building and its current availability, this would provide an excellent facility for the Mental Health Center offices.

Background Information

Since 1974 the Community Reach Center, previously known as Adams Community Mental Health Center, has operated its Westminster office out of the City-owned former residence known as the Walker Building located adjacent to the City's Swim and Fitness Center at 3200 West 76th Avenue. Westminster citizens have benefited by having one of several Mental Health Center clinics in close proximity. In addition, City Staff has had over the years a very good working relationship with Community Reach Center Staff. In addition to providing use of the Walker Building at a nominal cost, the City has contributed to the Center each year through its Human Services funding. For 2004, this contribution is \$24,000.

In the late 1990's, it became obvious that the Walker residence had deteriorated to the point where major remodel work was necessary. In addition, changes were needed to improve accessibility to disabled persons and improve the efficiency of space for offices. The remodel project was budgeted at approximately \$181,300. It was anticipated that the Mental Health Center Foundation would pay for \$50,000 of the project with the balance funded with 1999 carryover dollars.

At approximately the same time that Staff was making final plans to award the bids and begin the project, Council was giving preliminary consideration to relocating the 76th Avenue Library to a new site. At City Council's direction, Staff approached the Mental Health Center Staff with the idea of reducing the scope of the remodel project to make just the repairs necessary to make the building usable on an interim basis and converting the library building to Mental Health Center offices. The Center Staff were very pleased with this alternative since it provided both a much more desirable facility for its clinical offices and the space to expand its services. The Mental Health Center's move from the Walker Building also provides the City with the option of removing the Walker Building from the site to allow for a potential expansion of the Swim and Fitness Center.

The remodel project cost was subsequently reduced by approximately half, leaving \$90,000 available for the City's share of the future remodel of the library building. The remodel work on the Walker Building was completed in 2000.

In anticipation of the building being vacated by City Staff and its remodel as clinical offices, City and Center Staff retained services of Lewis Himes Associates, Inc., to design office space that would be conducive to the Center's operations. The architect has provided a design that is very workable for the Center for an estimated construction cost of \$140,000 to \$170,000, depending on the final design and the results of the bid process.

The proposed lease agreement, which is attached for City Council's review, has been reviewed with Center Staff and the Community Reach Center Board. Both the Center Staff and the Board Members have found that the lease agreement is satisfactory. This agreement, if approved, would replace the lease agreement that is currently in place for the Center's use of the Walker Building. The twenty-year term of the agreement is the same as the current lease, which City Staff believes is reasonable given the Mental Health Center's investment in the property and the desire for the City to have a long-term relationship with this non-profit organization. The agreement calls for the termination of the lease with the mutual agreement of the parties, or at the City's sole discretion in the event of major damage to the facility. The proposed lease differs from the current lease in that the Center would assume major responsibility for the interior of the building including the HVAC, electrical, plumbing, other ongoing maintenance, future repairs and maintenance of the roof. The City would in turn be responsible for other repairs and maintenance to the building exterior including landscaping and the parking lot. The lease rate is a nominal \$1 for the term of the agreement.

City Staff believes that the proposed lease will continue the excellent relationship that the City has had with the Community Reach Center and that it will provide a very worthwhile use of the former library building.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **23**

SERIES OF 2004

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE APPROVING A LEASE WITH THE COMMUNITY REACH CENTER FOR USE OF THE 76TH AVENUE LIBRARY BUILDING

WHEREAS, the Community Reach Center has operated its Westminster clinic in a City-owned building since 1974; and

WHEREAS, the City and the Center desire to continue to have the Community Reach Center operate a satellite office in Westminster; and

WHEREAS, many citizens of Westminster benefit by having such a facility within close proximity; and

WHEREAS, the City and the Center desire to remodel the former 76th Avenue Library for use as the Community Reach Center Westminster office; and

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

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

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The Lease between the City and the Community Reach Center for the lease of the 76th Avenue Library building is approved in substantially the same form as attached as Exhibit "A" and the City Manager is authorized to execute the same on behalf of the City.

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 12th day of April, 2004.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 26th day of April, 2004.

Mayor

ATTEST:

City Clerk

--EXHIBIT A--

LEASE AGREEMENT
BETWEEN THE CITY OF WESTMINSTER AND
COMMUNITY REACH CENTER
FOR USE OF THE 76TH AVENUE LIBRARY BUILDING

THIS AGREEMENT is made and entered this _____ day of _____ 2004, by and between the CITY OF WESTMINSTER, a Colorado home rule municipality ("the City"), and COMMUNITY REACH CENTER ("the Center"), a public, non-profit corporation.

Recitals:

WHEREAS, Adams Community Mental Health, now known as the Community Reach Center has operated its Westminster clinic in a City-owned building since 1974; and

WHEREAS, the City and Center desire to continue to have the Community Reach Center operate a satellite office in Westminster; and

WHEREAS, many citizens of Westminster benefit by having such a facility within close proximity; and

WHEREAS, the City and Center both desire to remodel the former 76TH Avenue Library for use as the Community Reach Center Westminster Office; and

WHEREAS, the City and the Center wish to set forth mutually acceptable terms to address the use of the facility by the Center and conditions that will assure ongoing maintenance of this building,

NOW, THEREFORE, in consideration of the above premises, the mutual promises set forth below, and for other good and valuable consideration, the City and Center hereby agree to the following:

- I. That in consideration of the payment of the rent and the keeping and performance of the covenants and agreements by the Center hereinafter set forth, the City hereby leases to the Center the main level and the downstairs lounge area of the following described premises situated in the County of Adams and State of Colorado, to wit:

SECT, TWN, RNG: 32-2-68 DESC: BEG AT SW COR OF SE4 SE4 NW4 SEC 32 TH E ALG S LN 346/78 FT TH NLY ON ANG 89D 32M TO LEFT 449/45 FT M/L TO SLY BDRY LN DENVER BOULDER TURN PIKE TH NWLY ALG SLY BDRY LN 405/4 FT M/L TO INTERSEC OF SD BDRY LN WITH N LN OF SD SE4 SE4 NW4 TH W 6/3 FT M/L TO NW COR OF SE4 SE4 NW4 TH S 660/94 FT TO POB 4/80A (Otherwise known as 3031 West 76th Avenue, Westminster, Colorado)

This lease shall become effective at 12:00 o'clock noon of the first day of May 2004, until 12:00 o'clock noon of the first day of May 2024, for a rental for the full term aforesaid of One Dollar (\$1.00) payable in advance.

II. Financial Contributions

- A. The City shall contribute \$90,000 toward the building remodel plus one half of the expense of replacing the building roof.
- B. The Center shall fund the balance of the costs of remodeling the former 76th Avenue Library.

III. Building Use

- A. In return for the use of the main level and the lower level of the 76th Avenue Library and the City's contribution toward the remodel, the Center agrees to continue to operate the Mental Health Center's Westminster office from this facility for the term of the Agreement unless this Agreement is terminated sooner in accordance with Section VI and VIII.
- B. The City agrees to provide the use of the building by the Center on an ongoing basis for the length of this Agreement unless this Agreement is terminated sooner in accordance with Section VI and VIII.
- C. The Center shall have the right to increase the size of its present signage in accordance with current City ordinances and regulations.

IV. Maintenance

- A. The City shall maintain, at the City's expense, exterior paint, windows, exterior doors, concrete stairs, hand rails, driveways, and sidewalk; and provide lawn care, irrigation, and snow removal.
- B. The Center shall at the Center's expense provide maintenance after the completion of the remodel, repair or replace as necessary: the roof, appliances, bulbs and ballasts; interior paint, drywall, baseboard, carpet and tile, interior doors and hardware, locks, window coverings, and mirrors; and valves, washers and internal water closet parts and hardware; and shall provide for all custodial services and shall provide all ongoing HVAC repair and preventative maintenance; shall maintain garbage disposal, the sump pump, and water heater; shall service all circuit wiring, the electrical panel, switches, outlets, and light fixtures.

V. Conditions of Use

- A. Upon termination of this Agreement, the Center agrees to surrender and deliver up said premises in as good order and condition as when the same were entered upon, loss by fire, inevitable accident, or ordinary wear excepted.
- B. The Center agrees not to sublet any part of said premises, and not to assign this lease or any interest herein, without the prior written consent of the City.
- C. The Center shall not use the premises for any purpose prohibited by the laws of the United States or the State of Colorado, or the ordinances of the City of Westminster, or any improper or questionable purpose whatsoever.
- D. The Center shall not permit the premises or the walls or floors thereof to be endangered by overloading or the premises to be used for any purpose which renders the insurance thereon void, or the insurance risk more hazardous.
- E. The Center shall make no major alterations or changes in or upon or about the premises without the written consent of the City.
- F. The Center shall allow the City at any reasonable hour of the day to enter upon and view the premises.
- G. The Center shall pay for all charges for gas, electricity, water, sewer, heating, air conditioning, and lighting.

H. The Center will neither hold or attempt to hold the City liable for any injury or damage, including those occurring in the course of making repairs or alternations, except when such injury or damage is caused by the negligence of City, nor will the Center hold or attempt to hold the City liable for the negligence or default of occupants of the Premises or any other persons, nor will the Center hold or attempt to hold the City liable for any injury or damage occasioned by defective electric wiring or the breaking or stoppage of plumbing or sewerage upon said premises or upon adjacent premises, whether said breaking or stoppage results from freezing or otherwise.

VI. Destruction of the Building. If the building is destroyed or substantially damaged by fire or other calamity to the extent that the building is no longer usable for the purposes of the Agreement, the City may terminate this lease and neither party shall have any further obligations to the other party. However, the funds paid by the Center for purposes of remodeling shall be refunded to the Center, depreciated on a straight-line basis over twenty years. The City shall have absolute discretion to decide whether the building is no longer usable.

VII. Insurance/Indemnification. The Center shall maintain liability insurance coverage on the premises in the amount of \$1,000,000 combined single limit, and shall indemnify and hold the City harmless from any liability to any person, firm or corporation for any cause arising out of Center's use of said premises, including the administration of mental health treatment or counseling to any person, or for any other reason.

VIII. Termination. This Agreement may be terminated prior to the end of the terms of the lease Agreement upon mutual agreement of the parties.

IX. Dispute Resolution

A. If either party should retain counsel for the purpose of enforcing or preventing the breach of any provisions of this Agreement or for any other judicial remedy relating to it, then the prevailing party shall be entitled to reimbursement by the losing party for all costs, expenses and witness fees so incurred by the prevailing party, including but not limited to reasonable attorney fees and costs.

B. For any controversy or claim arising out of, or relating to this Agreement, or the breach thereof, the parties agree to mediate any such disputes prior to taking any court action.

THIS AGREEMENT shall supercede all previous agreements between the parties related to the use of the Community Reach Center and shall be binding upon the successors and assigns of the respective parties hereto.

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

ATTEST:
(seal)

City Clerk

CITY OF WESTMINSTER, a Home Rule City

By _____
Ed Moss, Mayor

APPROVED AS TO LEGAL FORM: _____
City Attorney

COMMUNITY REACH CENTER

ATTEST:
(seal)

Secretary

By _____
Title:



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
April 12, 2004



SUBJECT: Resolution No. 27 re Affiliation with Fire & Police Pension Association

Prepared By: Jim Cloud, Fire Chief
Matt Lutkus, Deputy City Manager for Administration
Mary Ann Parrot, Finance Director
Debbie Mitchell, Human Resources Manager

Recommended City Council Action

Adopt the attached non-binding Resolution No. 27 requesting coverage under the FPPA Defined Benefit System administered by the Fire and Police Pension Association (“FPPA”) for Fire Department members currently covered by the City of Westminster Fire Pension plan.

Summary Statement

On March 15, 2004, City Council authorized Staff to begin the initial stages of conversion planning for the City’s Fire Department Pension Plan to the FPPA Defined Benefit System. A necessary step in this conversion process is the submittal to FPPA of a non-binding resolution adopted by City Council indicating the City’s intent to convert the existing Westminster defined contribution Fire Pension Plan to the FPPA Defined Benefit System. This resolution is attached for City Council review and adoption.

Other necessary steps required to affiliate with FPPA include:

- Completion of a Westminster/FPPA disclosure statement.
- Completion of individual pension comparisons by FPPA for each employee.
- 65% employee group approval to affiliate with FPPA in a formal ballot election required by State Statute, CRS 31-31-1101(3).
- Final approval by City Council to affiliate.

September 1, 2004 has been targeted by Staff as the date of conversion for Fire employees to the State FPPA plan. Staff continues to work with FPPA, a pension attorney, and an actuary on this conversion planning. The criteria for conversion include:

- 1) The conversion of the Westminster Fire pension plan to the State FPPA plan is in the best interests of the employees, and
- 2) The conversion of the Westminster Fire employees to the State FPPA plan is cost neutral to the City.

The conversation proposal that is identified in the resolution would require additional General Fund dollars from the City’s Public Safety Tax in the first seven to eight years after the plan change. After that breakeven point the City would realize a marginal annual savings.

Expenditure Required:	2004 cost	\$ 23,600
	2005 cost	\$ 108,000
Source of Funds:	Public Safety Tax Revenues	

Policy Issues

- Should the City offer a pension alternative to public safety employees different from that offered to the General employee group?
- Should the City allow public safety employees to participate in the FPPA plan thus relinquishing the City's policy control for plan benefits and costs?

Alternatives

- Council could delay the processing of this non-binding resolution to a later time pending further study and review. This alternative is not recommended due to the fact that if the FPPA plan is ultimately adopted a delay would either cause the postponement of the hiring of the next group of new Fire employees or cause higher contributions from both the new employees and the City.
- Council could deny entry of public safety employees into the FPPA plan. This alternative is not recommended at this time given the potential advantages of the FPPA plan to employees.

Background Information

In the mid-1970's the City took advantage of an opportunity provided by the Federal Government to opt-out of the Social Security Retirement System. In place of Social Security, the City implemented a defined contribution retirement plan where employees and, starting with the 23rd month of employment, the City, contribute monies into accounts in each employee's name. Employees are fully vested in the plan from the beginning of their employment and they individually choose from among sixteen plan investment options. Currently the City contribution is 10.25% and the mandatory employee contribution is 10% of salary.

Employee interest in the security offered by defined benefit plans increased in the last two to three years largely as a result of the downturn in the stock market. Even with the recent upturn in financial markets some employees continue to have an interest in a defined benefit plan alternative where the benefit that retirees receive is a fixed amount based on age and years of service. In 2002, in response to requests from employees in Fire, Police and other departments, the City Manager asked the Finance Director and the Deputy City Manager for Administration to identify possible defined benefit plan options that would be cost neutral for the City. The Public Employee Retirement Association (PERA) and the Fire and Police Pension Association (FPPA) were identified as the only two viable alternatives for non-public safety and public safety employees, respectively. A complete analysis of these two plans was delayed because of changes that were being made to each, both in the State General Assembly and administratively by the respective Boards of Directors. The changes made to PERA at that time and subsequent changes made in response to concerns over the Plan's long term solvency resulted in employer contribution levels that would have been cost prohibitive and an increase in the cost of buying years of service that would have been considerably less advantageous for employees. It was decided at that time to discontinue further consideration of PERA and thus any defined benefit option for nonpublic safety employees.

The City's review and analysis of the FPPA Plan has progressed as the Association's governing board and staff addressed the myriad details involved in converting a plan such as the City's to FPPA. Two separate employee groups were then established to review this potential pension conversion. The first team made up of the Finance Director, Human Resources Manager, Deputy City Manager for Administration, and Fire Chief were set up to review the FPPA plan and determine whether or not this plan was a good choice for the City as well as the employee group. This team has come to the conclusion that FPPA is a viable alternative for Westminster public safety employees and the City can, under certain parameters, complete the conversion in a cost-neutral position.

A second group of interested Fire Department personnel has worked with FPPA through the process of the development of the new plan and has provided training and updates to Fire Department employees. As the City moved into conversion planning of the Fire Pension Plan to the FPPA plan, these two committees were combined.

Cost Neutrality:

The difference in funding for the existing Westminster Pension Plan and the State FPPA plan does create a cost neutrality issue for existing and new employees. This difference is based on the employer contribution. The City of Westminster provides employer contributions to individual employee accounts after 22 months of service at a rate is 10.25%. The FPPA plan requires an 8% contribution rate by the employer from the date of hire for each employee. For a new employee, this difference amounts to around \$5,500 in the first 22 months of service based on the current Westminster Pay Plan.

The committees established to review this issue has developed a number of potential cost neutral alternatives that are being reviewed by an actuary. The proposal outlined in the attached resolution requires the City front end the expense initially with cost neutrality achieved over a seven to eight year period. This assumes a City contribution of 10% for current employees and 8% for employees hired after the effective date. This front-end cost is approximately \$23,600 in 2004 and \$108,000 in 2005. Staff's recommendation is that these expenses be funded by the proceeds from the Public Safety Tax.

Both the FPPA plan and the City Fire Pension Plan provide good retirement vehicles for plan participants. The primary differences in the two plans are as follows:

FPPA

- Offers existing employees a choice of three plans including: the existing defined benefit plan with a 3% COLA at a combined employer/employee contribution rate of 20%, a hybrid defined benefit/defined contribution plan with reduced retirement benefits with a 3% COLA at the existing contribution rate of 16%, or a money purchase plan at the existing contribution rate. Participants make an irrevocable one-time selection of these plan alternatives.
- Offers a single plan alternative at the choice of the City for employees hired after affiliation with FPPA. This plan will likely be the existing FPPA Defined Benefit plan.
- The plan for employees hired after affiliation requires a total 16% contribution from the first day of employment. This is made up of an 8% employer contribution and an 8% employee contribution.
- FPPA has developed a 401(h) health insurance coverage plan that will pay a proposed \$235 monthly benefit with up to a 3% yearly COLA to retirees after 25 years of service at age 55 or retirement after 55 for up to ten years to reimburse the cost health insurance coverage only. This plan has no survivor benefit provision. The cost for this coverage will be an additional 1% of the employee pay base. This item will be voted on by existing members of FPPA in April 2004 and if approved will be mandatory for organizations that are not currently affiliated with FPPA but come into the plan in the future. If approved this benefit will start in 2005 and will be paid for by the employee.
- Vesting in either defined benefit plan is after five years of service. Vesting in the money purchase plan is 20% per year with 100% vesting at five years.
- Participants can purchase past service credit with the Westminster Fire Department towards one of the defined benefit alternatives. The actuarial cost is used for this purchase and is based on the age of the participant at the time of purchase and the defined benefit alternative.
- Participants can also purchase up to five years of service credit for past employment, including military time and private industry time, not covered by a retirement plan.
- FPPA offers a DROP plan. This is a Deferred Retirement Option Plan that allows an individual to retire, defer payment of pension payments to a separate account, and continue to work for the City for a period of up to five years. The employer determines on a person-by-person basis who can enter into a DROP contract. The City would have to take a policy position with respect to this plan provision.
- Spousal benefit payout options are available at retirement, which effectively reduces the monthly retirement amount.

Westminster Pension Plan

- Westminster provides an excellent defined contribution (money purchase) plan at a minimum administrative cost. Employees are able to self-direct their personal retirement accounts.
- The City plan requires a minimum employee contribution of 10% from the first day of employment. The employer contribution of 10.25% starts after an employee completes 22 months of service.
- The City offers a retirement health plan that allows employees to defer up to 25% of their mandatory contributions tax-free to a 401(h) plan. After retirement an employee can be reimbursed on a tax-free basis for allowable medical expenses including health insurance.
- 100% pension plan-vesting starts from the first day of employment.
- Total payout of the participant retirement account is provided either to the retiree or to the spouse or beneficiaries upon death.

Advantages of Conversion to FPPA

- Existing employees can choose from one of three plans: The existing FPPA defined benefit plan, a Hybrid plan made up of elements of both a defined benefit and defined contribution plan, or a defined contribution or money purchase plan similar to the Westminster plan.
- Both of the FPPA defined benefit plans offer up to a 3% yearly COLA.
- FPPA provides a DROP program, which would be beneficial to employees.
- Employees who are concerned for the responsibility of managing their own retirement accounts have an opportunity to participate in a defined benefit pension plan.
- Conversions can occur at little or no increased cost to the City due to advanced planning by Staff.
- FPPA may soon offer a health care benefit for retirees with a variable COLA benefit.
- FPPA offers several retirement training programs for both current members and retirees.
- FPPA specializes in Police and Fire pension programming dealing with the special needs of Police and Firefighters. From a Westminster Firefighter standpoint, this is a key issue.
- Staff believes this could be a good plan for existing and future hires.

Disadvantages of Conversion to FPPA

- If the City does decide to convert to the FPPA plan, this choice is irrevocable unless an “opt out” provision is legislated in the future.
- The City’s minimum contribution rate is 8% from the first day of employment.
- Investment earnings to the FPPA defined benefit plans go to the plan and not individual participants or the employer.
- The FPPA definition of base salary includes FLSA overtime, which increases the potential cost to the City.
- The City will lose policy control for employer contributions to the State Legislature.
- New employees after conversion will only have one plan choice, which will be decided by the City.
- If current FPPA participants approve an April 2004 vote to create a health care benefit, the additional 1% contribution of pay for this benefit will be mandatory for all new participants.
- The FPPA plan allows employees to buy prior years of service for credit toward retirement. This service credit is based on the employee’s age at the time of purchase. While this cost is actuarially sound, many employees are concerned that they will not be able to purchase their full service credit.
- One significant issue to be addressed is the transfer of current employee 401(h) balances from the Westminster Plan to FPPA. Staff is recommending retaining these accounts, as FPPA does not have the ability to accept these balances and maintain them for the sake of the individual members.

In a recent informal poll, 99% of Westminster Firefighters expressed an interest in moving to the FPPA System. The primary motives to move to FPPA are: 1) a concern by a significant number of employees regarding their ability to properly invest their existing pension dollars to guarantee a pension in the future; 2) a belief that the FPPA System better represents the interest of public safety employees over a general employee plan; and 3) the health care insurance benefit that will likely be available in the FPPA System.

Police employees have taken a wait and see attitude on the possibility of converting their plan. Staff will continue to update them on the FPPA conversion and any action on their behalf would occur in the future.

City Staff believe that it is appropriate at this time to proceed with the Non-Binding Resolution, the next step in the FPPA conversion process.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

RESOLUTION

RESOLUTION NO. **27**

INTRODUCED BY COUNCILMEMBERS

SERIES OF 2004

**A RESOLUTION REQUESTING COVERAGE UNDER
THE FPPA DEFINED BENEFIT SYSTEM
ADMINISTERED BY THE FIRE AND POLICE PENSION ASSOCIATION
FOR MEMBERS CURRENTLY COVERED BY
THE FIRE PENSION PLAN**

WHEREAS, pursuant to Colorado Revised Statutes, § 31-31-1101, the City of Westminster (“City”) may elect to cover its Police and Fire Department members under the FPPA Defined Benefit System administered by the Fire and Police Pension Association (“FPPA”) in lieu of maintaining coverage under the City of Westminster Fire Pension Plan and Police Pension Plan; and

WHEREAS, the City’s firefighters have expressed an interest in moving to the state FPPA Defined Benefit System; and

WHEREAS, after consideration of this matter, the Westminster City Council has determined that it would be in the best interests of the members of the Fire Department currently covered by the City of Westminster Fire Pension Plan to partially terminate coverage in the Fire Pension Plan and that all current members of said Plan as well as all future members of the Fire Department be covered under the FPPA Defined Benefit System; and

WHEREAS, at a hearing held on this date, the Westminster City Council determined to take the following action.

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

1. The City hereby requests that the Effective Date of coverage be September 1, 2004.
2. The City elects to cover all Members hired after the Effective Date under the Statewide Defined Benefit Plan with a contribution rate as established under the Statewide Defined Benefit Plan which is currently 16% of base salary and shall be split 8% member and 8% City.
3. The Member and City contribution rate to the FPPA Defined Benefit System for Members who are active on the Effective Date will be 20% of base salary and shall be split 10% member and 10% employer.
4. The City elects to offer the Members who are active on the Effective Date the option of participating in one of three plans offered by FPPA: 1) the Statewide Defined Benefit Plan; 2) the Statewide Hybrid Plan (which offers a combination of a Defined Benefit Component and Money Purchase Component); or 3) the Money Purchase Component of the Statewide Hybrid Plan.
5. The City intends to transfer the active Members’ account balances, the retired Members’ account balances, and the 100% vested Inactive Members’ account balances to the Money Purchase Component of the Statewide Hybrid Plan.
6. Both the City’s and members’ contributions to accounts shall be 100% vested upon transfer to the FPPA Defined Benefit System.
7. The City acknowledges that the election for coverage under the FPPA Defined Benefit

System is irrevocable once the FPPA Board of Directors approves the City's entry.

8. Clerical and other support personnel employed by the City's Fire Department shall not participate in the Plan.
9. Part-time benefited firefighters employed by the City shall participate in the Plan.
10. If approved by vote of the FPPA membership in April 2004, members will contribute an additional 1% of their base salaries to the FPPA Statewide Health Care Defined Benefit Plan.
11. It is the intention of the City to maintain the contributions that members have previously made to the 401(h) medical savings portion of the Westminster Fire Pension Plan for the future use of members when they retire. Such accounts will not be transferred to FPPA, but shall be administered either directly or on a contracted basis by the City.
12. In addition to this Resolution, the City understands that the following certification requirements, disclosure statement, and member election will be necessary to complete the application process and must be undertaken prior to final consideration by the FPPA Board of Directors.

CERTIFICATION REQUIREMENTS

In order to comply with Colorado Revised Statute § 31-31-1101, it will be necessary for the City of Westminster to certify the following to the FPPA Board of Directors:

- a) The City of Westminster's Fire Pension Plan meets the qualification requirements of the Federal "Internal Revenue Code of 1986" that are applicable to governmental plans;
- b) By separate action, the City has adopted a Resolution to freeze the Fire Pension Plan in accordance with the terms of that plan;
- c) The Resolution does not adversely affect the qualified status of the Fire Pension Plan;
- d) The rights of the members in the Fire Pension Plan who were affected by the freezing of the Fire Pension Plan to benefits accrued to the date of freezing are non-forfeitable;
- e) All active Members in the Fire Pension Plan as of the Effective Date shall become Members in the FPPA Defined Benefit System;
- f) The City will transfer or caused to be transferred to the FPPA Defined Benefit System all assets of the Fire Pension Plan that are attributable to the accrued benefits of the transferred Members, pursuant to the procedure established by the Board;
- g) All City and Employee contributions required to be made to the Fire Pension Plan as of the date of the freeze have been made;
- h) Members in the Fire Pension Plan shall not incur a reduction in their account balances in their Fire Pension Plan, determined as of the Effective Date, as a result of their transfer to the FPPA Defined Benefit System. For vesting purposes with regard to the Fire Pension Plan account balances and with regard to the MP component of the FPPA Defined Benefit System, years of service in the Fire Pension Plan shall be combined with Years of Service in the MP Component of the FPPA Defined Benefit System. For vesting purposes with regard to the DB component of the FPPA Defined Benefit System, Years of Service Credit shall be based upon service credit either earned or purchased while in the FPPA Defined Benefit System; and

- i) The City agrees to participate in the FPPA Defined Benefit System and to be bound by the terms of the FPPA Defined Benefit System and the decisions and actions of the Board with respect to the FPPA Defined Benefit System.

DISCLOSURE STATEMENT

The City of Westminster will prepare a disclosure statement that compares the main provisions of the Fire Pension Plan and the Plan or Plans offered under the FPPA Defined Benefit System, as applicable. Said disclosure statement will be submitted to FPPA for approval. The City will submit the approved disclosure statement to all eligible voters in a plan election as hereinafter set forth as required by the Statewide Hybrid Plan Rules and Regulations.

MEMBER ELECTION

The City of Westminster shall hold an election for all members pursuant to the Statewide Hybrid Plan Rules and Regulations 2.02.

The City understands that if the application for coverage under the FPPA Defined Benefit System is approved, all future members of the Fire Department who have been covered under the Fire Pension Plan will be covered under the Statewide Defined Benefit Plan of the FPPA Defined Benefit System.

This resolution of intent shall be certified and transmitted to FPPA for processing in accordance with all applicable law and regulations as part of the application process.

PASSED AND ADOPTED this 12th day of April, 2004.

Mayor

ATTEST:

City Clerk



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
April 12, 2004



SUBJECT: Resolution No. 28 re to Pursue Fishing is Fun Grant For McKay Lake

Prepared By: Brad Chronowski, Landscape Architect II

Recommended City Council Action

Adopt Resolution No. 28 authorizing the Department of Parks, Recreation and Libraries to pursue a grant from the Fishing is Fun program for trail and fishing enhancements to McKay Lake.

Summary Statement

- The Parks, Recreation, and Libraries Department wishes to pursue a grant from the Fishing is Fun program sponsored by the Colorado Division of Wildlife for McKay Lake in the amount of \$80,000.
- Fishing is Fun and Great Outdoors Colorado assist municipalities with grant monies to develop and improve public facilities.
- The city intends to match the grant with \$10,000 in-kind services and \$25,000 cash.
- The Parks, Recreation, and Libraries Department annually appropriates funds in the Trails Development budget that will be utilized for matching funds for this project.
- Construction for the selected improvements will occur in 2005/2006.
- Should the City be awarded the grant, staff will return to City Council for approval of agreements with Colorado Division of Wildlife and for fund appropriation.

Expenditure Required: \$25,000

Source of Funds: General Capital Improvement Fund

Policy Issue

Should the City improve pedestrian access and fishing enhancements at McKay Lake?

Alternatives

Council could choose not to pursue additional funding for McKay Lake and continue to operate the facility at its current level of service. Staff recommends, however, that the opportunity be explored to substantially increase the project scope with minimal financial expenditures. Receipt of grant money for this project would significantly enhance the project scope and allow for safe, accessible use and service levels at McKay Lake.

Council could choose not to pursue grant funding through the Fishing is Fun program and proceed with trail construction at the City's sole expense.

Background Information

The current level of improvements at McKay Lake consist of two small parking lots and a partial informal trail system, both dedicated to pedestrian use of the facility. The parking lot in the southwest corner of the lake will be eliminated for dam improvements. The parking lot on the north side of the lake will remain intact, but only offers adequate parking for 5-6 vehicles. The lake is utilized by hikers and fisherman, but is not accessible to users of variable abilities.

The department of Parks, Recreation and Libraries intends to construct a trail around the lake in the future. Funds have not been budgeted for the entire trail and the alignment has not been determined due to uncertainties related to the dam reconstruction project and neighborhood sentiment. Resources do exist in the Trails Development budget to fund a project of this scale.

The prospect of a Fishing is Fun grant would allow the City to improve the service level at McKay Lake by adding accessible parking, trails and fishing structures. The trail alignment in this area does not conflict with the dam project being pursued by Community Development.

The project description includes the following amenities: accessible gravel trail, two ditch crossings, accessible boardwalk, floating fishing pier, parking lot expansion and site furniture. The project budget is \$115,000, including engineering and design.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

RESOLUTION

RESOLUTION NO. **28**

INTRODUCED BY COUNCILLORS

SERIES OF 2004

Pursue Fishing is Fun Grant For McKay Lake

WHEREAS, Fishing is Fun has established grant application processes to assist municipalities and special districts with development of recreation capital improvements; and

WHEREAS, The City of Westminster has budgeted for improvements at McKay Lake; and

WHEREAS, grant money received from Fishing is Fun would significantly enhance the service and facility of McKay Lake.

NOW, THEREFORE, the Westminster City Council hereby resolves that City of Westminster staff shall submit a grant application to the Fishing is Fun programs for 2004, requesting funding in the amount of \$80,000 to enhance improvements at McKay Lake.

Passed and adopted this twenty-sixth day of April, 2004.

Attest:

City Clerk

Mayor



**WESTMINSTER
COLORADO**

Agenda Memorandum

City Council Meeting
April 12, 2004



SUBJECT: Resolution No. 29 re Temporary Construction Easement for West 86th Avenue Roadway Improvements in Arvada

Prepared By: Dan Strietelmeier, Senior Water Resources Engineer

Recommended City Council Action

Adopt Resolution No. 29 authorizing the City Manager to sign documents granting a temporary construction easement to Village Homes for the construction of West 86th Avenue Roadway Improvements in Arvada.

Summary Statement

- The City of Arvada plans to widen West 86th Avenue from the old Standley Lake Park entrance to Ward Road, a distance of 9,650 feet. The improvements will be within existing City of Arvada right-of-way.
- The contractor will need additional area to the north on Standley Lake Regional Park property for grading and shaping of the area next to the roadway improvements.
- The contractor will be working for Village Homes, a City of Arvada developer.
- The roadway project will include a bike path, a new fence for Standley Lake Regional Park and improvements to the parking lot on the south side of the park.
- The project will also include installation of stormwater quality improvement structures that will be maintained by the City of Arvada and lessen the impacts of stormwater runoff from the pavement into Standley Lake.
- With the new stormwater quality improvement structures and reconfiguration of Arvada's existing storm sewer system, there will be a net reduction of 23,000 square feet of impervious areas that will drain to Standley Lake and the Church Ditch.
- Village Homes will pay \$1,000 to Westminster as consideration for use of the temporary easement. The access to the temporary easement will expire on November 1, 2005.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

Shall the City of Westminster allow Village Homes, on behalf of Arvada, to temporarily use the City's property for the construction of West 86th Avenue improvements?

Alternative

The City could preclude the temporary use of City of Westminster land for the construction of West 86th Avenue roadway improvements. This alternative would slow progress on the West 86th Avenue improvements and associated stormwater quality improvements, and is not recommended by Staff.

Background Information

The City of Arvada, as part of the Arvada Lakecrest Development, constructed the original two lanes of West 86th Avenue in 1983. Stormwater discharges associated with the roadway were discharged to Standley Lake and the Church Ditch. The Farmers Reservoir and Irrigation Company, and Church Company, owners of the land approved these stormwater discharges at that time. The stormwater discharges did not include any filtering or water quality features; however, other concessions were made by Arvada in the Little Dry Creek basin resulting in a bypass of stormwater from the Standley Lake canals.

The Standley Lake Cities and the City of Arvada have been working together since the 1980's to lessen the impacts of Arvada urban stormwater on Standley Lake water quality. Arvada and Village Homes have been working with the Church Ditch Company on stormwater bypass on the south side of Standley Lake. The West 86th Avenue project will benefit the Village at Five Park Development in Arvada. The land around Standley Lake, now owned by Westminster and managed by Westminster Parks and Open Space will also benefit from improvements to the parking area and fence along the south side of Standley.

The temporary construction easement will extend along the north side of West 86th Avenue varying in width from 3 feet to 400 feet encompassing around eight acres. The project will also include improvements to the existing culvert crossing over the Church Ditch, removing stormwater currently discharged to the Ditch. Large piles of spoils placed during the construction of the Church Ditch will also be re-graded enhancing the appearance of the Regional Park. The West 86th Avenue project is scheduled for completion in 2005.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

RESOLUTION

RESOLUTION NO. **29**

INTRODUCED BY COUNCILLORS

SERIES OF 2004

A RESOLUTION TO CONVEY A TEMPORARY CONSTRUCTION EASEMENT TO VILLAGE HOMES

WHEREAS, the City owns the property around Standley Lake Reservoir in Jefferson County; and

WHEREAS, it is in the public interest to permit construction of West 86th Avenue improvements in Arvada that will lessen the impacts of stormwater discharge, preserve the quality of water in Standley Lake and improve access to Standley Lake Regional Park.

NOW, THEREFORE, it is hereby resolved by the City Council of the City of Westminster that the City Manager is hereby authorized to execute a temporary construction easement agreement in the legal descriptions of the parcels of real property in Jefferson County with Village Homes for the construction of 86th Avenue roadway improvements in Arvada. The temporary easement will be in effect from the date of this Resolution until November 1, 2005.

Passed and adopted this 12th day of April 2004.

ATTEST:

Mayor

City Clerk



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
April 12, 2004



SUBJECT: Second Reading of Councillor's Bill No. 17, 18 and 19 re the Annexation, Comprehensive Land Use Plan Amendment and Zoning of the Chamberlain Property

Prepared By: Dave Falconieri, Planner III

Recommended City Council Action:

Continue action on the second reading of the Chamberlain annexation parcel until the City Council meeting of April 26, 2004.

Summary Statement:

- The Chamberlain property is located south of Church Ranch Boulevard and west of Reed Street (Please refer to the attached vicinity map). The City has contracted to purchase the western most 2.2 acres of the property in order to provide a site for the relocation of the BP service station that is currently located within the boundaries of the Shops at Walnut Creek Project.
- The relocation of the service station is essential to the future development of the Walnut Creek project, since it is located at what will become the main entrance to the development.
- These requests were approved on first reading by City Council on March 29, 2004. The purchase of the property by the City has not been completed at this time. Therefore, staff is recommending that the second reading be postponed until the April 26 Council meeting. Since the procedure used to annex the property requires that it be owned by the City, second reading should not proceed until closing has occurred for the purchase.

Expenditure Required: \$0

Source of Funds: N/A

Respectfully submitted,

J. Brent McFall
City Manager

Summary of Proceedings

Summary of proceedings of the regular City of Westminster City Council meeting of Monday, April 26, 2004. Present at roll call were Mayor Moss, Mayor Pro-Tem McNally, Councillors Dittman, Dixon, Hicks, Kauffman, and Price were present at roll call. Absent none.

The minutes of the April 12, 2004 meeting were approved.

Mayor Pro-Tem McNally presented a proclamation to the Standley Lake High School Cheerleading squad and coach, recognizing the squad for being the first runner up on the Rocky Mountain Cheerleading Association Class 5A Colorado State Spirit Competition.

Council approved the following: March Financial Report; Street lighting for Huron Street, 128th Avenue to 140th Avenue for \$ 313,294; 2004 Asphalt Pavement Rehabilitation Project Bid for \$1,364,673; Preliminary Development Plan for the Asbury Acres Subdivision; and Special Legal Services for Special Improvement District Formation with Gorsuch Kirgis, L.L.P. Not to exceed \$18,000.

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

A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY IN A PARCEL OF LAND LOCATED IN SECTION 23, TOWNSHIP 2 SOUTH, RANGE 69 WEST, 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO purpose: Annexation of Asbury Acres Subdivision

A BILL FOR AN ORDINANCE AMENDING THE WESTMINSTER COMPREHENSIVE LAND USE PLAN purpose: CLUP Amendment for Asbury Acres Subdivision

A BILL FOR AN ORDINANCE AMENDING THE ZONING LAW AND ESTABLISHING THE ZONING CLASSIFICATION OF CERTAIN DESCRIBED PROPERTY IN A PARCEL OF LAND LOCATED IN SECTION 23, TOWNSHIP 2 SOUTH, RANGE 69 WEST, 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO purpose: Zoning for Asbury Acres Subdivision

A BILL FOR AN ORDINANCE AUTHORIZING A BUSINESS ASSISTANCE PACKAGE WITH JRBM INC. TO AID IN THE EXPANSION AND RELOCATION OF JRBM INC. TO BUILDING TEN AT WESTMOOR TECHNOLOGY PARK IN WESTMINSTER purpose: Business Assistance Package for JRBM Inc.

A BILL FOR AN ORDINANCE AUTHORIZING A BUSINESS ASSISTANCE PACKAGE WITH SYNCRONESS INC. TO AID IN THE RETENTION AND EXPANSION OF SYNCRONESS INC. TO WALNUT CREEK BUSINESS PARK IN WESTMINSTER purpose: Business Assistance Package for Sycroness Inc.

A BILL FOR AN ORDINANCE AUTHORIZING A BUSINESS ASSISTANCE PACKAGE WITH LAFARGE NORTH AMERICA INC. TO AID IN THEIR RELOCATION OF LAFARGE NORTH AMERICA INC. TO CHURCH RANCH CORPORATE CENTER IN WESTMINSTER purpose: Business Assistance Package for LaFarge North America

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

A BILL FOR THE ORDINANCE AUTHORIZING AN ASSISTANCE AGREEMENT WITH PAPPAS RESTAURANTS TO AID IN THE CONSTRUCTION OF A PAPPADEAUX SEAFOOD KITCHEN ON THE SOUTHWEST CORNER OF 92ND AVENUE AND SHERIDAN BOULEVARD IN WESTMINSTER

A BILL FOR AN ORDINANCE AMENDING THE 2003 BUDGETS OF THE GENERAL FUND, GENERAL CAPITAL OUTLAY REPLACEMENT FUND, GENERAL CAPITAL IMPROVEMENT FUND AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2003 ESTIMATED REVENUES IN THE FUNDS

A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY IN A PARCEL OF LAND LOCATED IN SECTIONS 11 AND 14, TOWNSHIP 2 SOUTH, RANGE 69 WEST, 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO

A BILL FOR AN ORDINANCE AMENDING THE WESTMINSTER COMPREHENSIVE LAND USE PLAN

A BILL FOR AN ORDINANCE AMENDING THE ZONING LAW AND ESTABLISHING THE ZONING CLASSIFICATION OF CERTAIN DESCRIBED PROPERTY IN A PARCEL OF LAND LOCATED IN SECTIONS 11 and 14, TOWNSHIP 2 SOUTH, RANGE 69 WEST, 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO

The following Resolutions were adopted:

Resolution No. 23 re Category B-1 Service Commitments

Resolution No. 24 re Category B-2 Service Commitments

Resolution No. 25 re Category B-4 Service Commitments

Resolution No. 26 re Moral Obligation Pledge for Financing for Purchase of White Property

Resolution No. 27 re Affiliation with Fire & Police Pension Association

Resolution No. 28 re Pursue Fishing is Fun Grant for McKay Lake

Resolution No. 29 re Temporary Construction Easement for West 86th Ave Roadway Improvements

At 8:15 p.m. the meeting was adjourned

By order of the Westminster City Council

Michele Kelley, CMC, City Clerk

Published in the Westminster Window on April 22, 2004