



## CITY COUNCIL AGENDA

**NOTICE TO READERS:** City Council meeting packets are prepared several days prior to the meetings. Timely action and short discussion on agenda items is reflective of Council's prior review of each issue with time, thought and analysis given. Many items have been previously discussed at a Council Study Session.

Members of the audience are invited to speak at the Council meeting. Citizen Communication (Section 5) is reserved for comments on any issues or items pertaining to City business except those for which a formal public hearing is scheduled under Section 10 when the Mayor will call for public testimony. Please limit comments to no more than 5 minutes duration.

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Consideration of Minutes of Preceding Meeting** (April 25, 2016)
4. **Presentations**
  - A. Voter Registration and Participation Month Proclamation
  - B. Mental Health Month Proclamation
  - C. National Public Works Week Proclamation
  - D. Employee Service Awards

5. **Citizen Communication (5 minutes or less)**

6. **Report of City Officials**
  - A. City Manager's Report

7. **City Council Comments**

The "Consent Agenda" is a group of routine matters to be acted on with a single motion and vote. The Mayor will ask if any Council member wishes to remove an item for separate discussion. Items removed from the consent agenda will be considered immediately following adoption of the amended Consent Agenda.

8. **Consent Agenda**

- A. Revised 2016 City Council Assignments
- B. Downtown Westminster C-2 Parking Garage Design/Build Contract
- C. 72<sup>nd</sup> Avenue and Little Dry Creek Bridge Replacement Project – Additional Construction Contingency
- D. Additional Authorization with Wagner Equipment for the Purchase of One Asphalt Roller
- E. Additional Authorization with Honnen Equipment of the Purchase of One 710L Backhoe/Loader
- F. Fleet Maintenance Cumulative Purchases of Over \$75,000 - For Wireless Advanced Communications
- G. Fleet Maintenance Cumulative Purchases of Over \$75,000 - For Korf
- H. Amendment to the Adams County Housing Authority Intergovernmental Agreement
- I. City Hall Plaza Renovation Contract
- J. Second Reading of Councillor's Bill No. 16 re Early Authorization of FY2015 Carryover into FY2016

9. **Appointments and Resignations**

- A. Resolution No.19 Appointing Members to Boards & Commissions
- B. Metro Wastewater Reclamation District Board of Directors Re-Appointment
- C. Resolution No. 20 to Designate the Fire Chief as the Designated Emergency Response Authority

10. **Public Hearings and Other New Business**

- A. Councillors Bill No. 17 re Zagster INC Master Service Agreement
- B. Zagster INC Sole Source Purchase over \$50,000 and Supplemental Appropriation of Bike Share Revenue

11. **Old Business and Passage of Ordinances on Second Reading**

12. **Miscellaneous Business and Executive Session**

- A. City Council
- B. Executive Sessions:
  1. Discussion of strategy and progress on negotiations related to the Downtown Westminster Redevelopment and the possible sale, trade or exchange of property interests and provide instructions to the Westminster Economic Development Authority's negotiators as authorized by WMC 1-11-3(C)(4) and (7) CRS 24-6-402 (4)(a) and (e)(I).

2. Consultation with the City Attorney regarding the legal issues associated with collective bargaining and to develop a strategy and instruct negotiators on the issue of collective bargaining pursuant to WMC 1-11-3(C)(8) and CRS 24-6-402(4)(e).

### **13. Adjournment**

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

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### **GENERAL PUBLIC HEARING PROCEDURES ON LAND USE MATTERS**

- A.** The meeting shall be chaired by the Mayor or designated alternate. The hearing shall be conducted to provide for a reasonable opportunity for all interested parties to express themselves, as long as the testimony or evidence being given is reasonably related to the purpose of the public hearing. The Chair has the authority to limit debate to a reasonable length of time to be equal for both positions.
- B.** Any person wishing to speak other than the applicant will be required to fill out a “Request to Speak or Request to have Name Entered into the Record” form indicating whether they wish to comment during the public hearing or would like to have their name recorded as having an opinion on the public hearing issue. Any person speaking may be questioned by a member of Council or by appropriate members of City Staff.
- C.** The Chair shall rule upon all disputed matters of procedure, unless, on motion duly made, the Chair is overruled by a majority vote of Councillors present.
- D.** The ordinary rules of evidence shall not apply, and Council may receive petitions, exhibits and other relevant documents without formal identification or introduction.
- E.** When the number of persons wishing to speak threatens to unduly prolong the hearing, the Council may establish a time limit upon each speaker.
- F.** City Staff enters a copy of public notice as published in newspaper; all application documents for the proposed project and a copy of any other written documents that are an appropriate part of the public hearing record;
- G.** The property owner or representative(s) present slides and describe the nature of the request (maximum of 10 minutes);
- H.** Staff presents any additional clarification necessary and states the Planning Commission recommendation;
- I.** All testimony is received from the audience, in support, in opposition or asking questions. All questions will be directed through the Chair who will then direct the appropriate person to respond.
- J.** Final comments/rebuttal received from property owner;
- K.** Final comments from City Staff and Staff recommendation.
- L.** Public hearing is closed.
- M.** If final action is not to be taken on the same evening as the public hearing, the Chair will advise the audience when the matter will be considered. Councillors not present at the public hearing will be allowed to vote on the matter only if they listen to the tape recording of the public hearing prior to voting.



# 2015 CITY OF WESTMINSTER STRATEGIC PLAN



## VISIONARY LEADERSHIP, EFFECTIVE GOVERNANCE AND PROACTIVE REGIONAL COLLABORATION

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

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



## VIBRANT, INCLUSIVE AND ENGAGED COMMUNITY

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

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



## BEAUTIFUL, DESIRABLE, SAFE AND ENVIRONMENTALLY RESPONSIBLE CITY

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

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



## DYNAMIC, DIVERSE ECONOMY

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

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



## FINANCIALLY SUSTAINABLE GOVERNMENT PROVIDING EXCELLENCE IN CITY SERVICES

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

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



## EASE OF MOBILITY

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

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

### VISION:

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

### MISSION:

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

CITY OF WESTMINSTER, COLORADO  
MINUTES OF THE CITY COUNCIL MEETING  
HELD ON MONDAY, APRIL 25, 2016 AT 7:00 P.M.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

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

CONSIDERATION OF MINUTES

Upon a motion by Councillor Baker, seconded by Councillor De Cambra, the Council unanimously approved the minutes of the regular meeting of April 11, 2016 as presented.

PRESENTATIONS

Mayor Pro Tem Garcia presented the Day Without Hate Proclamation to Standley Lake High School seniors Courtney Kaufman and Emery Hines, and teacher Ben Thompson. A Day Without Hate was started in 2007 as a response to the Virginia Tech University shooting, and as a means to promote unity, school spirit, and anti-bullying. He encouraged citizens to go to the Day Without Hate website for more information. Mr. Thompson explained that this program has grown to be recognized across the country and into Mexico, spreading the message of unity, respect, and nonviolence in our schools.

Councillor Pinter presented the Community Pride Day Proclamation to Rod Larsen, Open Space Manager; Jason Genck, Director of Parks, Recreation, and Libraries; Justin Cutler, Recreation Services Manager, and other members of the Parks, Recreation, and Libraries Department Staff.

Councillor Seitz presented the National Water Safety Month Proclamation to members of the City of Westminster's Aquatics Staff. Joe LeDuc, Aquatics Specialist, highlighted the Starfish program and the importance of learning to swim. Councillor Seitz reminded citizens about the free swim lesson being offered on June 24<sup>th</sup>, and announced that the City of Westminster now offers swim instruction in Spanish. Mr. Cutler expressed his appreciation to all City Staff who serve at our aquatic centers, especially the life guards and pool managers who keep adults and children safe at our pools.

Councillor Bird presented the Drinking Water Week Proclamation to Mary Fabisiak and Cathy Shugarts, Water Quality Administrators; Tom Scribner and Roger Harshman, Water Plant Superintendents; and Max Kirschbaum, Director of Public Works and Utilities. She emphasized the importance of keeping our water clean and safe for citizens, and thanked Staff for all they do to keep our City facilities, businesses, and residences running with clean water. Ms. Fabisiak commented that maintaining the high quality of Westminster's water takes not only the specialized skills of Staff, but also the leadership and vision of the City Manager's Office and the City Council.

CITIZEN COMMUNICATION

Stephen John Inalty stated that the Constitution of the United States was under attack, and said it was important to understand that the Constitution is an ironclad agreement, enforceable under a court of law. He read from an article about sovereignty and government, and remarked to Council that they work for the people to secure their unalienable rights.

Brian Head, representing the Westminster Chamber of Commerce, proposed changes to the Westminster sign code, which he said are consistent with the Strategic Plan and the objectives of the downtown project. He believes the changes will keep Westminster beautiful, but allow our businesses to thrive, and he encouraged Council to add updating the sign code as an action item in the Strategic Plan.

Mike Lazar, general counsel for the Westminster Chamber of Commerce, offered his services to address revising the sign code. He said it was time to modernize and bring the sign code in line with the new downtown project and upcoming rail station. He encouraged Council to take this opportunity to collaborate with the Chamber and individual business owners.

David Carpenter, civil engineer and member of the City's Planning Commission, spoke on behalf of the Westminster Chamber of Commerce regarding the sign code. He said that the rules are black and white, and while variances are allowable, they are site-specific and must not weaken the sign code. He opined that Staff's position is that any variance injures the sign code. He requested that Council amend the sign code as part of strategic planning.

David Koffelt said that last month he was the victim of a crime. He read a letter from Drew Hogan, Victim Services Coordinator, and claimed that they were passing the buck. He wants to know why he hasn't been interviewed or called in relation to an investigation about who used his credit card at GameStop. He is a victim, and would like the matter resolved.

Eric Brandt stated that Council's function was to secure citizens' unalienable rights. Chosen candidates must take an Oath of Office which must be filed within 10 days of appointment. Citing City Code and the City Charter, he urged Council to investigate Staff for filing fraudulent Oaths, months after the 10-day requirement. The dignity of the people has been defiled, and six members of Council will enjoy immunity if they decide to investigate.

Michael Ketterer, chemist at Metropolitan State University of Denver, wished to comment on the plans for the Rocky Mountain Greenway Trail. He said that Rocky Flats is a hot spot of plutonium contamination when viewed across the continental United States, if not the whole world, and the trail will go right through that zone. He warned that inhaling particles into the lungs is very serious, and he worries about the effects of natural disasters like floods, tornadoes, landslides, fires, and earthquakes on the site. Nature is going to affect the site; it is not cleaned up.

David T. Snow, who lives five miles down-wind of the Rocky Flats facility, testified about the contamination he witnessed when invited by DOW Chemical to give advice about the facility's ponds in his capacity as a groundwater hydrologist. He said that contaminated water was leaking through the plastic liners; they didn't have good seals or technology at the time. He urged Council to rely on the expertise offered to them, and said Westminster was well advised not to build the greenbelt and disturb the ground.

Harvey Nichols, Emeritus professor of Biology at University of Colorado Boulder, spoke on behalf of the Rocky Flats Technical Group and opposes the proposed Greenway Trail. He advised Council to trust the Group, who together have over 300 years of direct field and research experience with Rocky Flats, going back to the 1970s and 1980s. In May 1995, very heavy rains created a washing effect which spread the equivalent of 10 million fatal doses of plutonium off the site. The effects of these contaminations are savage, and endanger the public health.

#### CITY MANAGER'S REPORT

Mr. Tripp had nothing to report.

#### COUNCIL REPORTS

Councillor Baker said that he loves to hear the comments of people; and it takes courage to speak up. One of the fundamental factors of success of the United States, is voluntary compliance with the rule of law. Individuals are held accountable for their non-compliance. For government to selectively enforce the law is corruption; they must also obey and follow the law. To decline to equally enforce the law when it is brought to our attention expands the corruption of government, and makes government an accessory and principle in breaking the law. The Council were

invited to become accessories and conspirators by an enterprise that assists individuals residing in the United States without documentation. In defense of the offer, there was a beneficial goal cited, as if the value of the goal would off-set their conduct. If the City is to maintain our integrity, we should actively contact federal authorities to properly and fairly enforce immigration laws.

Councillor Bird thanked Staff for the successful Earth Day celebration that the City hosted this year, and for talking to attendees about trees, open space, wildlife, Standley Lake, and more. She enjoyed chatting with people at the various booths. She remarked that the event was so well done.

Councillor Pinter said that the City is doing a lot right now with our parks, water, and taking care of each other. She announced Cultural Appreciation Day, a fundraiser to help rebuild the Lao Buddhist Temple after the fire. There would be art, dancing, and food at the event on Saturday, April 30<sup>th</sup> at City Park Recreation Center.

Mayor Pro Tem Garcia thanked the citizens who came to speak tonight, especially those from the Chamber of Commerce who put a ton of work into the sign issue, and the Rocky Flats activists who are passionate and who work to educate us. One of Council's priorities is to work with other governmental agencies. Last Tuesday night, there was a meeting with our three school boards about how the City could be a good partner. A few Council members also went to the Capitol, and learned about what the state delegation members are doing to fight for us and how we can help. We want to be good partners with our surrounding governmental agencies.

Councillor Seitz said the first-of its-kind Earth Day celebration was wildly successful. She thanked Staff members for their efforts, especially Rod Larsen and Nick Butel. There were tree and mulch giveaways, and it was a wonderful event. Due to the recent frost, there would be extended hours to drop off tree limbs at Standley Lake. On Thursday, the results of The Rocky Mountain Challenge would be revealed, in which students from DU and CU competed to design our new train station. She also thanked all citizens who come to meetings to communicate with Council, and remarked that Council takes their comments seriously.

Councillor De Cambra thanked the night's speakers, especially those from the Chamber of Commerce and the Rocky Flats group. She remarked that the recent results from the Westminster Citizen Survey showed that there was concern over our school districts and education. It is important to foster relationships with organizations in the area that close the achievement gap, and ensure that every child in our community has the opportunity to succeed. Last week, a meeting with PASO (Providers Advancing School Outcomes), which provides professional development for Latino caregivers of 0 – 5 year old children to help them prepare to enter the education system fully prepared, illustrated how lucky we are to have professional training and development programs like it in our own backyard. She thanked Council and Staff for being innovative in our partnerships with community organizations.

Clerk's Note: The Mayor called for a short recess at 8:25 pm. The meeting resumed at 8:30 pm.

### CONSENT AGENDA

The following items were presented on the consent agenda for City Council's action: accept the Financial Report for March 2016; authorize the City Manager to execute a contract with Heritage Window Restoration, in the amount not to exceed \$82,769 for window restoration work as part of the total rehabilitation of the Shoenberg Farm Milk House project and authorize a construction contingency in the amount of \$8,276 for a total authorized expenditure of \$91,045; authorize the City Manager to execute a contract with Premier Specialty Contractors in the amount not to exceed \$112,967 for foundation rehabilitation work as part of the total rehabilitation of the Shoenberg Farm Milk House project and authorize a construction contingency in the amount of \$11,296 for a total authorized expenditure of \$124,263; based on the recommendation of the City Manager, authorize the Fire Department's cumulative purchases with L.N. Curtis & Sons for bunker gear and personal protective equipment which is not to exceed \$160,000 through year end of 2016; accept the First Quarter 2016 Insurance Claims Report; authorize the City Manager to execute a contract for the 2016 Chip Seal Project to the low bidder, A-1 Chipseal Company in the amount of \$545,946, and authorize a contingency of \$54,000 for a total authorized expenditure of \$599,946 in 2016, and authorize options for two additional one-year renewals (2017 and 2018) based on the annual percent of change of the Denver-Boulder-Greeley Consumer Price Index (CPI) for all urban consumers; upon recommendation of the City

Manager, find that the public interest is best served by authorizing a negotiated purchase from the sole source provider, National Meter & Automation, Inc. for new water meter replacement transponders, chambers, and other miscellaneous meter parts in an amount not to exceed \$256,039 for calendar year 2016; authorize the City Manager to execute a contract amendment with Hoffmann, Parker, Wilson & Carberry P.C., for litigation of the Dadiotis Gold Enterprises, Inc., contract dispute, increasing the authorized expenditure amount with this contractor from the original contract amount of \$50,000 to \$150,000; authorize the City Manager to execute a Cooperation Agreement, in substantially the same form as presented to Council, with the Westminster Housing Authority and the South Westminster Arts Group relative to promoting and providing arts and cultural activities and programming in the south part of Westminster; and pass on second reading Councillor's Bill No. 13 authorizing the execution of a lease agreement in substantially the same form as presented to Council for property located at 7287 Lowell Boulevard, Westminster, CO 80021, to the South Westminster Arts Group (SWAG); and Councillor's Bill No. 14 appropriating funds received from the Adams County Open Space Grant Program in the amount of \$290,000 for the Little Dry Creek Park Acquisition and Demolition grant.

Upon a motion by Councillor Baker, seconded by Mayor Pro Tem Garcia, all items on the consent agenda were approved unanimously by Council.

#### PUBLIC HEARING RE THE SHERIDAN PARK PDP AND ODP

At 8:32 p.m., Mayor Atchison opened a public hearing to consider amendments to the Sheridan Park Preliminary Development Plan (PDP) and Official Development Plan (ODP).

Patrick Caldwell, Community Development Senior Planner, entered the agenda memorandum and attachments into the public record, as well as an email in support of the project received from Gina Berg, CEO of the Rocky Mountain Multiple Sclerosis Center. In a PowerPoint presentation, evidence was entered that proved legal notification of this public hearing, as dictated by the Westminster Municipal Code, had been fulfilled and background information on the Sheridan Park project was presented.

The applicant was represented by Jeff Willis of Berkeley Homes, and John Keith of Harvard Communities. Mr. Willis presented slides about other Berkeley Homes projects in Westminster, and provided information on the Sheridan Park project, Connections. Councillor Seitz asked the applicant in what range the homes would be priced, and Mr. Willis responded that they would range from the low to mid-\$400,000s. Mayor Atchison enquired about whether any ranch style homes were included in the project plan, and Mr. Willis replied that while there were none, they did plan to offer main-floor master bedroom plans. Mr. Caldwell commented that the Planning Commission had voted to recommend to project on a 7:0 vote.

The Mayor asked for public comment regarding the Sheridan Park project, and no one present wished to speak. Hearing no further questions or comments from Council, the Mayor closed the public hearing at 8:45 pm.

#### SECOND AMENDED SHERIDAN PARK PRELIMINARY DEVELOPMENT PLAN

Upon a motion by Mayor Pro Tem Garcia, seconded by Councillor Seitz, Council unanimously approved the Second Amended Sheridan Park Preliminary Development Plan based on a finding that the criteria set forth in Section 11-5-14 of the Westminster Municipal Code have been met.

#### FOURTH AMENDED SHERIDAN PARK OFFICIAL DEVELOPMENT PLAN

Councillor Seitz moved, seconded by Councillor De Cambra, to approve the Fourth Amended Sheridan Park North Filing No. 1 for Block 3 Official Development Plan, based on a finding that the criteria set forth in Section 11-5-15 of the Westminster Municipal Code have been met. The motion carried unanimously.

RESOLUTION NO. 18 UPDATING CITY COUNCIL’S RULES AND REGULATIONS RELATED TO STARTING TIME OF MEETINGS

Councillor De Cambra moved, seconded by Councillor Baker, to adopt Resolution No. 18 updating City Council’s Rules and Regulations related to City Council’s starting time of meetings. The motion passed unanimously on a roll call vote.

COUNCILLOR’S BILL NO. 15 AUTHORIZING THE ISSUANCE OF WATER AND WASTEWATER UTILITY ENTERPRISE REVENUE BONDS, SERIES 2016

Councillor Bird moved, seconded by Councillor De Cambra, to pass Councillor’s Bill No. 15 as an emergency ordinance to issue Water and Wastewater Utility Enterprise Revenue Bonds, Series 2016, in a par amount not to exceed \$51,000,000. After discussion on the dais, the motion passed 6:1 at roll call, with Councillor Baker voting no.

COUNCILLOR’S BILL NO. 16 RE EARLY APPROPRIATION OF FY2015 CARRYOVER INTO FY2016

Councillor Pinter moved, seconded by Councillor De Cambra, to pass Councillor’s Bill No. 16 on first reading, appropriating part of the FY2015 carryover funds into the FY2016 budgets of the General, General Capital Improvement, and Sales & Use Tax Funds. The motion carried unanimously at roll call.

ADJOURNMENT

There was no further business to come before the City Council, and hearing no objections, the Mayor adjourned the meeting at 9:00 p.m.

ATTEST:

\_\_\_\_\_  
Mayor

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





## Agenda Item 4 A

### Agenda Memorandum

City Council Meeting  
May 9, 2016



**SUBJECT:** Voter Registration and Participation Month Proclamation

**Prepared By:** Alexa Priddy, Communication and Outreach Coordinator

### Recommended City Council Action

Councillor De Cambra to present a proclamation to Alexa Priddy, Communication and Outreach Coordinator, to proclaim May as Voter Registration and Participation Month in the City of Westminster.

### Summary Statement

- In 2008, six million Americans did not vote, because they missed a registration deadline or did not know how to register. In 2014, overall voter turnout was the lowest ever measured since the U.S. Census Bureau started collecting voter data in 1978.
- Civic engagement through voter registration and participation is a foundation of our electoral system and builds a stronger community of residents who are engaged and empowered to address community needs and issues.
- For the second year, City Council is asked to recognize the importance of civic engagement through voter registration and participation by proclaiming May to be Voter Registration and Participation Month and by launching the “Westminster Votes” initiative.

**Expenditure Required:** \$7,000-8,000 for direct mailing portion only

**Source of Funds:** General Fund – Central Charges Operating Budget

## **Policy Issue**

None identified.

## **Alternative**

None identified.

## **Background Information**

In 2015, City Council first recognized May as Voter Registration and Participation Month. The City focused on outreach to residents through a multifaceted approach that utilized direct mail, website, email, social media and events where residents connect with the City. The City also reached out to area high schools to encourage graduating seniors to register to vote. This City-based initiative to encourage voter registration and participation addressed a key objective of the City Council to connect directly with all residents and not rely on other parties. There was great success in this first year, and this provided a foundation for moving forward.

In 2016, the City is preparing to recognize May as Voter Registration and Participation Month yet again and to launch “Westminster Votes” as the ongoing initiative to promote voter registration and participation in the City of Westminster now and in years to come. This year, the initiative will include a direct mailing to residents, a robust social media campaign, and outreach via the City website and email newsletter. The City has continued our collaboration with area high schools to ensure that graduating seniors are encouraged to register to vote. Jefferson County Public Schools will also be featuring the “Westminster Votes” initiative in their email newsletters. Westminster Public Schools hosted the Mí Familia Vota at Westminster High School’s Future Center May 2<sup>nd</sup> and May 3<sup>rd</sup> to support voter registration. Adams 12 is unable to actively promote these efforts at this time but Staff will continue reaching out to all three school districts to promote voter registration.

This proclamation supports the City Council Strategic Plan goal of a “Vibrant, Inclusive and Engaged Community” by raising awareness about voter registration and participation and encouraging increased civic engagement of residents.

Respectfully submitted,

Donald M. Tripp  
City Manager

Attachment - Proclamation

**WHEREAS**, the 2014 overall voter turnout was the lowest ever measured since the U.S Census Bureau started collecting voter data in 1978;

**WHEREAS**, when members of the community are involved in civic activities, they are empowered to address community needs and important community issues; and

**WHEREAS**, our community is stronger when all citizens have a voice in their government and the people who represent them; and

**WHEREAS**, the Westminster City Council recognizes the importance of a Vibrant, Inclusive and Engaged Community; and is represented by diverse cultural, business, nonprofit and geographic participation; and

**WHEREAS**, the promotion of voter registration and voter participation is a high priority of City Council; and

**WHEREAS**, the Westminster City Council initiative, Westminster Votes, will be launched to help promote civic engagement through voter registration and participation in the City of Westminster;

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

**VOTER REGISTRATION AND PARTICIPATION MONTH**

in the City of Westminster.

Signed this 9<sup>th</sup> day of May, 2016.

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Herb Atchison, Mayor



## Agenda Item 4 B

### Agenda Memorandum

City Council Meeting  
May 9, 2016



**SUBJECT:** Mental Health Month Proclamation

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

### Recommended City Council Action

Councillor Emma Pinter to present the proclamation for Mental Health Month.

### Summary Statement

- The Jefferson Center for Mental Health, which serves Westminster residents, has requested that the City proclaim the month of May 2016 as Mental Health Month in the City of Westminster.
- The City has been very supportive of mental health organizations both through the City's Human Services funding and in-kind contributions.
- By proclaiming May 2016 as Mental Health Month, the City of Westminster makes mental health a priority. Citizens, government agencies, public and private institutions, businesses, and schools are asked to recommit resources to increasing awareness and understanding of mental health, provide appropriate and accessible services for all citizens.
- Teresa Legault, Senior Reach Manager for Jefferson County Mental Health, will accept the proclamation.

**Expenditure Required:** \$0

**Source of Funds:** N/A

**Policy Issue**

None identified.

**Alternative**

None identified.

**Background Information**

The Jefferson Center for Mental Health has requested that the month of May 2016 be recognized as Mental Health month in the City of Westminster. In 2016, the City has provided \$8,500 to Jefferson Center for Mental Health as part of the Human Services Agency funding in support of the Jefferson Center for Mental Health efforts. Proclaiming May as Mental Health month will help increase community awareness in the following areas:

- Mental illnesses and substance abuse disorders are treatable, and recovery is possible when appropriate treatment services are available and accessible;
- Mental health is a key component to a person's overall health. People with mental health and substance abuse disorders who have access to local, community-based prevention, intervention, and treatment services are much less likely to require the more expensive alternatives of hospitalization or incarceration, and their chances of becoming homeless are greatly reduced; and
- Demand for mental health and substance abuse treatment has reached record levels in Colorado.

This proclamation supports City Council's Strategic Plan Goals of "Proactive Regional Collaboration" by supporting regional agencies serving the community to meet residents' health needs and of "Vibrant, Inclusive, and Engaged Community" by encouraging citizens to take responsibility for their whole well-being.

Respectfully submitted,

Donald M. Tripp  
City Manager

Attachment – Proclamation

**WHEREAS**, Mental Health Month has been observed since 1949 to raise awareness of mental health conditions and the importance of mental health;

**WHEREAS**, we are all affected by mental health, and one in five people experience mental health condition each year;

**WHEREAS**, good mental health is essential to the overall health and emotional wellbeing of all children, youth, adults and families, and promotes a healthy community;

**WHEREAS**, increased focus on the prevention of mental health conditions and substance use disorders among children and adolescents through screening and early intervention helps improve lives;

**WHEREAS**, the stigma against mental health conditions remains one of the greatest barriers to improving the lives of all Coloradans through better mental health;

**WHEREAS**, mental illnesses and substance use disorders are treatable, and recovery is possible when appropriate treatment services are available and accessible;

**WHEREAS**, the citizens of the City of Westminster may be affected by mental illness regardless of age, gender, race, ethnicity, religion or economic status; and

**WHEREAS**, the City of Westminster is dedicated to improving the health and wellbeing of its citizens by ending stigma and focusing on the integrated role of mental health in all our lives.

**NOW, THEREFORE, I, Herb Atchison**, Mayor of the City of Westminster, do hereby proclaim May to be

## **MENTAL HEALTH MONTH**

and call upon all citizens, government agencies, public and private institutions, businesses, and schools to recommit our resources to increasing awareness and understanding of mental health, providing appropriate and accessible services for all citizens, and to making mental health a priority.

Dated this 9<sup>th</sup> day of May, 2016.

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Herb Atchison, Mayor



**Agenda Memorandum**

City Council Meeting  
May 9, 2016



**SUBJECT:** Proclamation Regarding National Public Works Week

**Prepared By:** Max E. Kirschbaum, Director of Public Works and Utilities  
Kiara Korrell, Executive Assistant

**Recommended City Council Action**

Councillor Bird to proclaim the week of May 15 through 21, 2016, as Public Works Week in the City of Westminster.

**Summary Statement**

National Public Works Week is a celebration of the tens of thousands of men and women across America who provide and maintain the infrastructure and services collectively known as Public Works.

The American Public Works Association and State Chapters dedicate the third week in May each year to inform and educate citizens of the importance of Public Works.

The theme of this year's Public Works Week is "Always There."

The City of Westminster has 140 employees in the Public Works and Utilities Department who are dedicated to providing exceptional value and quality of life through SPIRIT (Service, Pride, Integrity, Responsibility, Innovation, and Teamwork.)

During National Public Works Week the Planning Committee invites all City employees to attend our public awareness "paint a snow plow" kids' event Sunday at the Irving Street and College Hill libraries, our water and wastewater treatment facility tours, the snow plow drivers obstacle and skills course activity, and a BBQ with demonstrations, displays, and a "Hot Wheels" car and equipment show.

Public Works and Utilities Department staff in attendance at the City Council meeting to accept the proclamation for the City of Westminster include Ceila Rethamel, Christine Gray, Deb Bell, John Nolte, Kiara Korrell, Mary Fabisiak, Stephen Gay, and Tim Woodard.

**Expenditure Required:** \$0

**Source of Funds:** N/A

**Policy Issue**

None identified

**Alternative**

None identified

**Background Information**

Public Works professionals throughout the United States and Canada will celebrate National Public Works Week, May 15-21, 2016.

Since 1960, the annual observance has been an opportunity to increase public awareness of the role that Public Works plays in all of our daily lives. The week seeks to enhance the prestige of the often-unsung heroes of our society – the professionals who serve the public good every day with quiet dedication, including the 140 dedicated employees in the City’s Public Works and Utilities Department.

Through National Public Works Week, the Colorado Chapter of the American Public Works Association seeks to raise the public’s awareness of public works issues and to increase confidence in Public Works employees who are dedicated to improving the quality of life for present and future generations.

Below is the graphic that was created for this year’s National Public Works Week.



This proclamation supports the City’s goals of “Beautiful, Desirable, Safe and Environmentally Responsible City”, “Financially Sustainable, Government providing Excellence in City Services”, and “Ease of Mobility”, by recognizing the Public Works and Utilities employees for their efforts providing efficient, sustainable and cost-effective services and maintaining the City’s infrastructure.

Respectfully submitted,

Donald M. Tripp  
City Manager  
Attachment - Proclamation



**WHEREAS**, Public Works and Utilities services provided in our community are an integral part of our citizens' lives; and

**WHEREAS**, support of an understanding and informed citizenry is vital to the efficient operation of Public Works and Utilities and programs concerning the maintenance of water, sewers, streets and highways, public buildings, and snow removal operations; and

**WHEREAS**, the health, safety, and comfort of this community greatly depends on these facilities and services; and

**WHEREAS**, the quality and effectiveness of these facilities, as well as their planning, design, and construction, are vitally dependent upon the efforts and skill of Public Works and Utilities employees; and

**WHEREAS**, the efficiency of the qualified and dedicated personnel who staff the Public Works and Utilities Department are materially influenced by the people's attitude and understanding of the importance of the work they perform.

**NOW, THEREFORE, I, Herb Atchison, Mayor**, on behalf of the entire City Council and Staff, do hereby proclaim the week of May 15 through 21, 2016, as

**PUBLIC WORKS WEEK**

in the City of Westminster and call upon all citizens and civic organizations to acquaint themselves with the challenges and opportunities involved in providing our Public Works and Utilities and to recognize the contributions that Public Works and Utilities employees make every day to our health, safety, comfort and quality of life.

Signed this 9th day of May, 2016.

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Herb Atchison, Mayor



**Agenda Memorandum**

City Council Meeting  
May 9, 2016



**SUBJECT:** Presentation of Employee Service Awards

**Prepared By:** Debbie Mitchell, General Services Director  
Dee Martin, HR Manager - Workforce

**Recommended City Council Action**

Present service pins and certificates of appreciation to employees celebrating 20 or more years of service with the City and in five year increments thereafter.

**Summary Statement**

- In keeping with the City's policy of recognition for employees who complete increments of five years of employment with the City, and City Council recognition of employees with 20 years or more of service, the presentation of City service pins and certificates of appreciation has been scheduled for Monday night's City Council meeting.
- In the third grouping of 2016, employees with 25, 30, and 35 years of service will be celebrated tonight.
  - Presentation of 25-year certificates, pins, and checks – Mayor Atchison
  - Presentation of 30-year certificates and pins – Mayor Pro tem Garcia
  - Presentation of 35-year certificate and pin – Councillor De Cambra

**Expenditure Required:** \$5,000

**Source of Funds:** \$2,500 – General Fund – PR&L Department  
\$2,500 – General Fund – Fire Department

**Policy Issue**

None identified.

**Alternative**

None identified.

**Background Information**

The following 25-year employees will be presented with a certificate, service pin, and check:

Debra Harmon	Guest Relations Clerk II	PR&L Department
John Bazzanella	Fire Captain	Fire Department

The following 30-year employees will be presented with a certificate and service pin:

Mike Happe	Utilities Planning & Engineering Mgr.	PW&U Department
Patricia Davis	Guest Relations Clerk II	PR&L Department
Debbie Mitchell	General Services Director	GS Department

The following 35-year employee will be presented with a certificate and service pin:

David DeCarlo	Equipment Operator II	PW&U Department
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On May 11, 2016, the City Manager will host an employee service awards luncheon. During this time, five (5) employees will receive their 15-year service pins; seven (7) employees will receive their 10-year service pin; and six (6) employees will receive their 5-year service pin. Recognition will also be given to those celebrating their 25<sup>th</sup>, 30<sup>th</sup> and 35<sup>th</sup> anniversaries. This is the third luncheon in 2016 to recognize and honor City employees for their service to the public.

The aggregate City service represented among this group of employees for the third luncheon is 350 years of City service. The City can certainly be proud of the tenure of each of these individuals and of their continued dedication to City employment in serving Westminster citizens. Background information on each individual being recognized is attached.

The recognition of employee’s years of service addresses City Council’s Strategic Plan Goal of “Excellence in City Services.” Recognition efforts have long been recognized as an important management practice in organizations striving to develop loyalty, ownership and effectiveness in their most valuable resource – employees.

Respectfully submitted,

Donald M. Tripp  
City Manager

Attachment – Background on employees being recognized

### **25-Years**

**Debra Harmon** was hired in 1991 as a Guest Relations Clerk for the Swim and Fitness Center. She had the opportunity to work at the City Park Recreation Center facility while the Swim and Fitness Center was being renovated and continued as a customer service champion. From there, Deb worked at Countryside Recreation Center until West View Recreation Center was built, and has worked at West View since that time.

Deb and Randy (owner of Randi's Pizza in Arvada) have four grown children; two children live in Colorado, one in Missouri, and one in North Carolina. When not spending valuable time with their family, Deb and Randy enjoy golfing, bicycling, movies, and traveling.

**John Bazzanella (BAZZ A NELL A)** is currently a Captain at Fire Station Four. He began his career as a Firefighter in 1991 and soon promoted to Paramedic. John spent the next ten years primarily assigned to an ambulance company. He was promoted to Lieutenant in 2003, and then promoted to his current position of Captain in 2010.

John enjoys spending time with his family and has been married for 30 years. John's wife, Mary Beth, works for the Jefferson County School District as the Director of Educational Technology. They have two children, Lisa and Robbie. Lisa works as a nurse for the VA Hospital. Robbie recently graduated from Metropolitan State University of Denver with a degree in Electrical Engineering Technology and is pursuing a career as an Officer in the Air Force.

### **30-Years**

**Mike Happe (HAPPY)** was hired March 5, 1986, as the Assistant Water Resources Engineer for Public Works and Utilities. In April 1998, he was promoted to Senior Water Resources Engineer, and then to Water Resources and Treatment Manager in 2003. Currently, Mike is the Utility Planning and Engineering Manager. He holds a Bachelor's Degree in Civil Engineering from West Virginia University, and a Master's Degree in Environmental Science and Engineering from the Colorado School of Mines. Mike has played an integral part in the development of Westminster's water supply for the last 30 years.

**Pat Davis** was hired in Recreation as a substitute Recreation Clerk I at the Swim and Fitness Center on March 11, 1986, and was then quickly reclassified to a part-time Recreation Clerk I on June 30, 1986, at Countryside Recreation Center. In December 1986, Pat was promoted to a full-time Clerk Receptionist at the Swim and Fitness Center and is currently a Guest Relation Clerk II at City Park Fitness Center. Pat is known as a customer service champion providing quality service to our citizens every day.

Pat has been married for 51 years and enjoys spending time with her four children and seven grand - children. Pat also enjoys traveling and playing cards.

**Debbie Mitchell** began her career in Parks and Recreation in April 1986 and served as a Clerk Typist II. Her first career move in the City came in 1989 when she took over responsibility for Employee Development. She worked in that capacity for 6 ½ years building a comprehensive nationally recognized employee training and development program with core curriculum designed for all levels of employees as well as developing the City recognition program with a team of employees. A second career change happened in 1995 when Debbie took over responsibility for Human Resource Management as the Employee Services Manager. Key accomplishments for the HR team during Debbie's tenure have included national recognition of the employee training and wellness programs; progressive changes in recruitment through electronic application and creation of an employer brand "Apply Yourself"; co-project management of the implementation of the JD Edwards citywide financial and human resources software system in 2000-2001; automation of many HR systems; creation of salary and benefit costing models for citywide budgeting; restructuring of the City pay plan and many innovations in policy and benefit package structures. Organizational development is Debbie's first love that began with a degree in organizational communications. She has helped drive various organizational change initiatives including the introduction of succession management strategies with the Leadership Development and Supervisor Academy programs. Debbie has served as the General Services Director since November 2011 leading a team responsible for Municipal Court, City Clerk, Fleet Maintenance, Building Operations & Maintenance, Risk Management, HR Workforce and HR Benefits.

Debbie completed her Master of Arts degree in Counseling in 2008. She and Bob have been married for 40 years and have 3 grown children Matt, Elizabeth and Jeff with seven grandchildren. Debbie fills her spare time with family, music, volunteering and travel.

**35-Years**

**David DeCarlo (DE CAR LO)** was hired in 1981 as a temporary Laborer in the Public Works and Utilities Department. He was promoted to Maintenance worker soon thereafter and then to Senior Maintenance worker in 1983. In 1985, he was promoted to Equipment Operator I and in 1995 to Equipment Operator II. During his 35 year tenure with the City, his first 15 years were in the Street Division when he then transferred to Big Dry Creek Wastewater Treatment Plant where he has worked for the last 20 years. During his time in the Street Division, David won many truck and loader competitions “rodeos” and thankfully has been accident free his entire tenure with the City.

David built a home on two acres and has been married for 28 years. They have two children. His most recent addition to the family is his three year old granddaughter Hadley. David has three horses along with dogs and a cat. He enjoys fishing and camping, as well as hunting with his son. For the past 10 years, his family has had many activities that he has always loved supporting, including rodeos with his daughter and wife, and racing motocross with his son.



## Agenda Item 8 A

### Agenda Memorandum

City Council Meeting  
May 9, 2016



**SUBJECT:** Approval of the Revised 2016 City Council Assignments

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

### Recommended City Council Action

Approve the attached revised list of 2016 City Council Boards, Commissions and various committee assignments as discussed at the April 18, 2016, Study Session.

### Summary Statement

- City Council approval is requested to update City Council assignments for 2016.
- The attached revised assignments reflect the following changes: assigning Councillor Shannon Bird as Alternate to the North Area Transportation Alliance (NATA), and assigning Councillor Emma Pinter as the Council Liaison to the Special Permit and License Board.

**Expenditure Required:** \$0

**Source of Funds:** N/A

**Policy Issue**

None identified.

**Alternative**

None identified.

**Background Information**

At the April 18, 2016, Study Session, City Council requested a change in assignment for the North Area Transportation Alliance (NATA) Alternate from Councillor Emma Pinter to Councillor Shannon Bird to change the assignment for City Council Liaison to the Special Permit and License Board from Councillor Shannon Bird to Councillor Emma Pinter. City Council is requested to approve these revisions as presented in the attached list of City Council assignments.

City Council appointments to Boards, Commissions, and various committees support the following City's Strategic Plan Goals: "Visionary Leadership, Effective Governance and Proactive Regional Collaboration" and "Vibrant, Inclusive and Engaged Community" by actively participating in these internal and external committees.

Respectfully submitted,

Donald M. Tripp  
City Manager

Attachment: 2016 City Council Assignments



**CITY COUNCIL ASSIGNMENTS**  
**– 2016 –**

<b>Organization</b>	<b>Meeting Time/Date/Place</b>	<b>Council/Staff</b>
Adams County Economic Development Board of Directors	1st Thursday of every other month (Jan, Mar, May, Jul, Sept, Nov), 11:00 networking; 11:30 a.m.-1:00 p.m.; 12200 Pecos St, Suite 100	Maria De Cambra/ Christopher Gray
ADCO Mayors Executive Committee	3rd Friday, 7:30 a.m., location varies per municipality.	Mayor/ Don Tripp
Broomfield-Westminster Open Space Foundation	Varies. Scheduled as needed.	Mayor/ Alberto Garcia/ Heather Cronenberg/ Don Tripp
CML Policy Committee	Three times a year at CML office (Oct 16 2015, Dec 4 2015, and Feb 12, 2016 at 10 am)	Anita Seitz/Maria De Cambra (Alt)/ Steve Smithers
DRCOG Board	3rd Wednesday, 6:30-8:30 p.m., 1290 Broadway, 1 <sup>st</sup> Floor – 1 <sup>st</sup> Wednesday is MVC from 4pm – 6pm	Mayor /Emma Pinter (Alt)/ Ben Goldstein
Jeffco Mayors/Commissioners/Managers	Feb 4, May 5, August 4, and Nov 10, 7:15-8:45a.m., 100 Jefferson County Parkway, Lookout Mountain Room	Mayor/ Don Tripp
Jeffco Economic Council Board Meeting	3 <sup>rd</sup> Wednesday, 11:45 – 1:00 p.m., Jeffco Admin. Building	Alberto Garcia/ Christopher Gray
North Area Transportation Alliance (NATA)	4 <sup>th</sup> Thursday each month, 7:30-9a, 14583 Orchard Pkwy., Ste. 300	Mayor/ Shannon Bird (Alt)/ Barbara Opie
Metro Mayors Caucus	1 <sup>st</sup> Weds of Feb/Apr/Jun/Aug/Oct from 7:30-10:00 a.m. at Denver Metro Chamber of Commerce, 4 <sup>th</sup> Flr, 1445 Market Street, Denver	Mayor
Rocky Flats Stewardship Council	Feb 1, 2016 at 8:30 a.m. – 12:15 p.m., Rocky Mountain Metro Airport. Will decide regular meeting schedule at that time.	Bruce Baker/ Shannon Bird (Alt)/ Mary Fabisiak
Urban Drainage and Flood Control District Board Meeting 303-455-6277	3 <sup>rd</sup> Thursday of each month (no meetings Jan/July) at UDFCD offices 12:15 lunch; 1:00-3:30 p.m. meeting; Annual Meeting Feb 1. 2016	Mayor
U.S. 36 Mayors/Commissioners Coalition (US36 MCC) Audrey DeBarros 303-604-4383	1 <sup>st</sup> Thursday each month 7:30-9am; location: odd months/ Broomfield, even months/Superior	Mayor/ Barbara Opie /Dave Downing

<b>City Boards/Commission/Panel/Staff</b>	<b>Meeting Time/Date/Place</b>	<b>Council</b>
Election Commission Staff Liaison – Michelle Parker x2161	As needed basis in the GS Conference Room	Bruce Baker
Environmental Advisory Board Staff Liaison – Nick Butel x2183	Last Wednesday of every month at 6:30 p.m., Council Board Room (until Oct-Dec)	Anita Seitz
Historic Landmark Board Staff Liaison – Patrick Caldwell x2090/ Terrilyn W. x2357	1 <sup>st</sup> Tuesday of every quarter at 7 p.m. – CMO will be notified when scheduled, Council Board Room/Council Chambers for Public Hearings Only	Emma Pinter
Human Services Board Staff Liaison – Alexa Priddy x2016	Two to seven times a year. (Location: TBD) February Planning/Scheduling Meeting	Anita Seitz
Inclusivity Board – Alexa Priddy x2016	1 <sup>st</sup> Tuesday of every month – Multi Purpose Room	Maria De Cambra
Planning Commission Staff Liaison – Mac Cummins/ x2092	2 <sup>nd</sup> & 4 <sup>th</sup> Tuesday of each month at 7:00 p.m. in Council Chambers	Shannon Bird
Parks, Recreation & Library Advisory Board Staff Liaison – Jason Genck x2177	2nd Thursday of every other month starting in January at 6:00 p.m., location varies. (Multi-purpose Room)	Alberto Garcia
Personnel Board Staff Liaison – Dee Martin x2155	Meets 1 time per year for legal updates and training of Board’s choice and as needed for personnel hearings	Bruce Baker
Special Permit & License Board Staff Liaison – Mary Joy Barajas x2162	1 <sup>st</sup> and 3 <sup>rd</sup> Wednesdays of each month (dependent upon applications) 7:00 p.m., Council Chambers	Emma Pinter
Youth Advisory Panel Staff Liaison – Cindy McDonald x2219	1 <sup>st</sup> Thursday of each month @ 6:30 p.m., PRL Conf Rm	Alberto Garcia



# Agenda Item 8 B

## Agenda Memorandum

City Council Meeting  
May 9, 2016



**SUBJECT:** Downtown Westminster – C-2 Parking Garage Design Build Contract

**Prepared By:** John Burke, Downtown Westminster Development & Construction Manager

### Recommended City Council Actions

1. Authorize the City Manager to execute a change order with Opus Design Build LLC in the amount of \$15,070,801 for the Guaranteed Maximum Price contract for construction of the Downtown Westminster Parking Structure on Block C-2; and authorize a contingency of \$300,000. This GMP amount includes the general conditions and design services contract sum previously approved by City Council.
2. Authorize the City Manager to award the bid and execute a contract with the lowest and most qualified bidder, Professional Service Industries, Inc., in the amount of \$85,194 for materials testing services on the C-2 Parking Structure.
3. Based on the report and recommendation of the City Manager, determine that the public interest would best be served by accepting the sole bid from CBRE, Inc. for Owner’s Representation services in the amount of \$145,808 which includes the pre-design services contract amount of \$47,073.

### Summary Statement

Opus Design Build LLC has completed the design and is now ready to start construction of the 888 stall parking structure on block C-2 in Downtown Westminster. The Guaranteed Maximum Price (GMP) contract of \$15,070,801 equates to just under \$17,000 per stall.

With the recent successful lease amendment with JC Penney, time is of the essence to begin the construction of this parking structure to replace the current parking on the east side of JC Penney as well as some of the surface parking that will be taken out of service on the south side of JC Penney with the proposed development of Block B1/C1. The parking structure also includes a “sky-bridge” that will connect to the second floor of the JC Penney building.

A materials testing Request For Proposal (RFP) was sent out for public bid and six proposals were received. Professional Service Industries (PSI), Inc. was the lowest and most qualified bidder for this work.

Lastly, CBRE, Inc. has assisted the City during the procurement of the design/build contractor and helped negotiate the GMP contract. In order to keep a smooth transition into the construction phase, staff is requesting the continuation of CBRE Inc.’s owner’s representation contract to keep track of costs, drive the project schedule, push contractual obligations, reduce risk and monitor contractor performance.

**Expenditure Required:** \$15,601,803

**Source of Funds:** Certificates of Participation issued for Downtown Westminster  
Westminster Urban Reinvestment Project (City Participation)

### **Policy Issue**

1. Should the City contract with Opus Design Build LLC for the GMP contract for construction of the Downtown Westminster Parking Structure on Block C-2?
2. Should City Council authorize City Manager to award the bid and execute a contract with the lowest and most qualified bidder, PSI, in the amount of \$85,194 for materials testing services on the C-2 Parking Structure?
3. Should City Council accept the sole bid from CBRE, Inc. for Owners Representation services?

### **Alternative**

1. City Council could chose not to authorize this GMP contract to Opus Design Build LLC. This alternative is not recommended as the construction of this parking structure is key to the success of the Downtown Westminster project.
2. City Council could choose not to award the material testing contract with PSI and choose one of the other bidders. This alternative is not recommended as this was a competitively bid contract and PSI has performed well for the City and other similar projects.
3. City Council could choose not to award the sole bid Owner's Representation contract to CBRE, Inc. and require a public bidding process for this work. Though possible, this alternative is not recommended as CBRE has worked diligently through the design and contract negotiation phases, will add value by keeping team dynamics and decision making history integral to the project, and has provided a competitive price for the work.

### **Background Information**

The Downtown Westminster Specific Plan adopted by City Council identified two public parking structures. This parking structure located on Block C-2 will be the first one constructed in the new Downtown Westminster. Per the City's agreement with JC Penney, the City is required to replace the parking spaces that will be removed through the road construction project on the west side of the JC Penney building, the future development proposed to the south on Block B1/C1, and the east parking lot where the proposed parking structure is to be located.

The proposed parking structure will have approximately 888 stalls that will satisfy the requirements in the JC Penney lease as well as parking for the proposed residential wrap surrounding the parking structure. There are still a number of parking stalls that remain available for general public parking. Per negotiations with JC Penney, there will also be a pedestrian bridge connection from the parking structure to the second floor of the JC Penney building. This will allow for weather protected access into JC Penney from the new parking structure.

Based on the complexity and accelerated time frame for this project, Staff elected to proceed with a design/build RFP. A typical design/build project is a faster delivery method, allows for early procurement of long lead items, and implements value engineering and real time cost estimates to verify that total construction costs will stay within budget. The design is now complete and the Opus design/build team has prepared the Guaranteed Maximum Price (GMP) contract for your consideration.

The total cost of \$17,000 per stall is well within the range of average parking structure costs that vary from \$15,000 to upwards of \$25,000 per stall depending on location, architectural treatments and other complexities. Given this particular parking structure will be wrapped by future development, there will be nominal architectural treatments while focusing on the pedestrian level experience.

The Opus design/build team worked directly with the Eaton Street Affordable Housing design team for the proposed retail/residential wrap to locate certain shared elements such as the elevator and stair wells. Minimizing the footprint for the parking structure allowed the developer to maximize the footprint for the wrap project, and the finished floor elevation of the parking structure was designed to meet the elevation of the proposed residential floors, thus allowing full shared access to the elevators and stair wells.

**The C-2 parking structure is currently designed to be the first publicly owned “Green Garage” in the country.** There are seven other privately owned “Green Garages” currently in operation with two such designated garages here in Colorado. The “Green Garage” certification is similar to the LEED designation with similar classifications for Bronze, Silver and Gold. The goal for this project is to achieve a Silver certification by implementing items such as shared parking, proactive maintenance, bicycle parking, and electric vehicle charging stations. There are currently eight electric vehicle charging stations in the parking structure with the ability to expand to 16.

One additional note about this parking structure is that the electrical transformer will be located inside the structure. This is a first for suburban areas outside of the City and County of Denver. Given the City’s goal of becoming the next urban center in the Front Range, staff worked diligently with XCEL to create a set of guidelines that will allow for internal transformers throughout the Downtown Westminster site. Although more expensive to accommodate, these transformers will now be located within the buildings, which will help contribute to a true urban edge with maximum building footprints for Downtown buildings.

The second City Council action for consideration is the award and contract execution with Professional Service Industries (PSI), Inc., in the amount of \$85,194 for materials testing services.

Staff sent out an RFP for materials testing services for the parking structure and six firms responded. PSI, Inc. was the lowest and most responsive bidder. Staff has worked with PSI, a Westminster-based company, in the past and has no concerns with its ability to perform these services.

The following is a table summary of the costs submitted for materials testing services:

PSI, Inc.	Ground Eng.	Terracon	Kumar & Assoc.	Triax Eng.	RMG
\$85,194	\$96,741	\$102,756	\$105,415	\$106,361	\$117,099

It should be noted that all the firms submitted well prepared and thoughtful proposals for this work.

The last item for City Councils consideration is the sole bid contract amendment with CBRE, Inc. for Owner’s Representation services. Staff is currently working with CBRE in a similar capacity on the Westminster Station parking structure project. When the City started moving quickly on the Downtown Westminster parking structure time was of the essence, and Staff hired CBRE to assist in the preparation of the Design/Build Request for Qualifications. Since that time, CBRE has helped prepare the contract, negotiate specific terms, and keep the contractor on schedule. Based on this history, solid past performance, and a competitive price for the work, Staff is requesting the sole bid contract amendment for CBRE be accepted.

Council action on this item meets elements of two goals in the City’s Strategic Plan: Dynamic, Diverse Economy and Ease of Mobility.

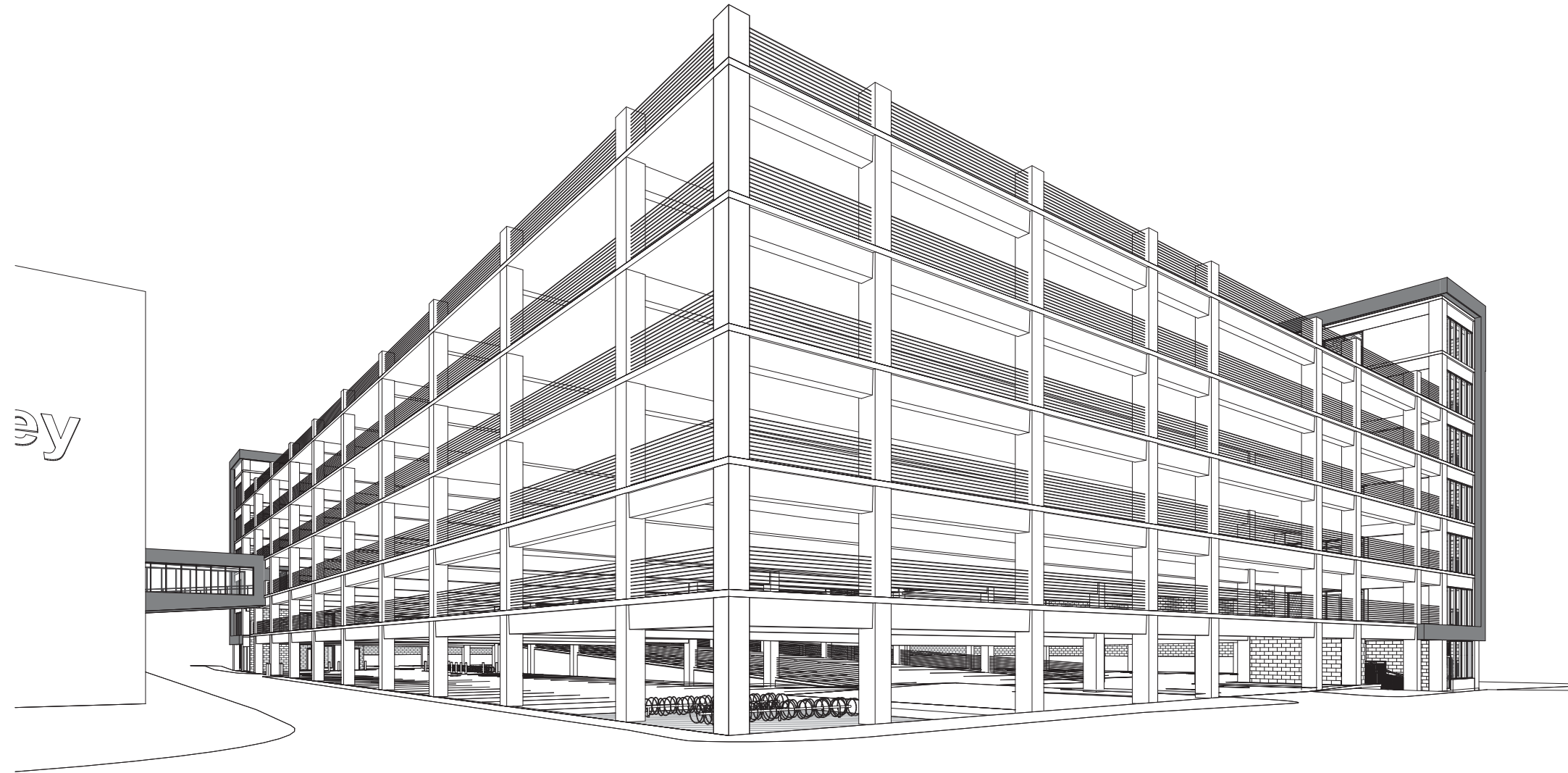
Respectfully submitted,

Donald M. Tripp  
City Manager

Attachments: Parking Garage Rendering  
Site Map

# Westminster Parking Garage - Block C-2

8855 EATON ST.  
WESTMINSTER, CO 80031



Opus AE Group, L.L.C.  
13200 East Road West  
Minneapolis, MN 55424-0110  
952-455-4444

Opus Design Build, L.L.C.  
13200 East Road West  
Minneapolis, MN 55424-0110  
952-455-4444

CONSULTANT

PROJECT  
**Westminster  
Parking Garage  
- Block C-2**

PROJECT ADDRESS  
8855 EATON ST.  
WESTMINSTER, CO 80031

PROJECT NUMBER  
30967100

### ISSUE RECORD

04/15/16 BUILDING PERMIT

**BUILDING  
PERMIT  
04/15/16**

DATE  
04/15/16  
PROJECT MANAGER  
N. LAUTERS  
DRAWN BY  
P. NYLAND  
CHECKED BY  
S. COCHRANE

REGISTRATION

SHEET TITLE  
COVER SHEET

SHEET NUMBER

CS



- Key**
- X-# Block Designation
  - ## ac Approximate Block Area in Acres
  - Parcel Boundary
  - Plan Area Boundary
  - Existing Streets
  - Future Streets
  - Potential Future Street/Alley

- Bicycle Lanes or Bicycle Path
- Phase I Planned Public Parking Structure Location
- Illustrative Building Footprint
- Illustrative Structured Parking

**Note:** Development block areas and dimensions are provided for reference purposes only and shall be verified by a duly licensed land surveyor.

Additional setbacks and build-to lines apply along street frontages per the Westminster Downtown Specific Plan @ [www.downtownwestminster.us](http://www.downtownwestminster.us)

\*VpD (Vehicles per Day) sources include DRCOG 2011 counts for 88th and 90th avenues and CDOT 2013 counts for Sheridan Blvd. and US 36.



# DOWNTOWN WESTMINSTER



**Agenda Memorandum**

City Council Meeting  
May 9, 2016



**SUBJECT:** 72nd Avenue/Raleigh Street Bridge Replacement Project - Additional Construction Contingency

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

**Recommended City Council Actions**

1. Authorize an additional construction contingency in the amount of \$810,000 for the 72nd Avenue/Raleigh Street Bridge Replacement Project.
2. Authorize the transfer of \$101,754 from the Ranch Creek Underpass Project to the 72nd Avenue/Raleigh Street Bridge Replacement Project.
3. Authorize a project change order with Hamilton Construction in an amount not to exceed \$810,000.

**Summary Statement**

The construction of this project began in February 2015 and included rebuilding 72nd Avenue from approximately Stuart Street to Bradburn Boulevard and the reconstruction of the bridge over Little Dry Creek. Construction is expected to be completed by mid-May.

The cost to close out this project exceeds the funds originally budgeted for the project. The requested \$810,000 contingency is mainly composed of the early carryover appropriation of \$390,000, approved by City Council at the April 25, 2016 Council meeting and being considered for second reading at tonight's meeting, plus the transfer of \$101,754. These amounts, when added to the current remaining funds in the project account of \$318,246, equal the requested change order amount of \$810,000.

The \$101,754 listed under "fiscal Impacts" are funds being transferred into the project account from the Ranch Creek Underpass project, an existing CIP project account

**Expenditure Required:** \$101,745

**Source of Funds:** Stormwater Utility



## **Policy Issue**

Should the City authorize additional construction contingency for this project and approve a change order with Hamilton Construction?

## **Alternative**

No alternatives to this recommended action are available.

## **Background Information**

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

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

In parallel with this evaluation, staff of the City's Public Works and Utilities Department investigated the condition of water and sewer systems in the area. While some replacement of water and sewer is occasioned by the bridge replacement itself, the project also presented an opportunity to replace and repair utility systems in the same general project area. Many of the utilities in the area are 50 to 70 years old and beyond their useful life. Any time work is done in the older parts of Westminster, the complexity of the project is increased due to the lack of information on location, condition and conflicts with other utilities.

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

Over the past year and a half there have been numerous change orders due to unforeseen conditions on this difficult project, including the one authorizing the rephrasing of the project to allow 72nd Avenue to remain open during most of the duration. These change orders all fell within the contingency that Council authorized on December 22, 2014. The project is anticipated to be completed by May. However, it is anticipated that the project budget will be short by approximately \$491,754. This figure is a conservative calculation of the amount that is needed to close out this project. This additional cost is due to 64 line items in the bid tabulation being overrun. This number of overrun items is typical for a project of this complexity. To explain, the bid forms for projects of this nature are prepared by measuring

quantities of the various facets of work (e.g. earthwork, pipe lengths) directly off of the final construction plans. Bidders assign their unit costs for each of these bid items, and simple multiplication yields the bid price for each item. However, the City is still responsible for paying for the actual quantities installed. So, it is not unusual for the final cost of bid items to not equal the bid cost for those items. The major cost items that were not expected, until recently, include traffic control costs. The impact of the traffic control for the re-phasing was underestimated when originally presented to Council in December 2014. This different phasing approach to the project had significant impacts to the schedule and cost of the project. For example, the utilities all had to be installed before the bridge could be constructed in order to keep traffic flowing during construction. If 72nd Avenue had been closed during construction, both of these project elements could have been constructed concurrently. Other significant cost items are utility replacement costs, as mentioned earlier, structural backfill of the bridge, pile driving for the bridge and an overrun of asphalt quantities.

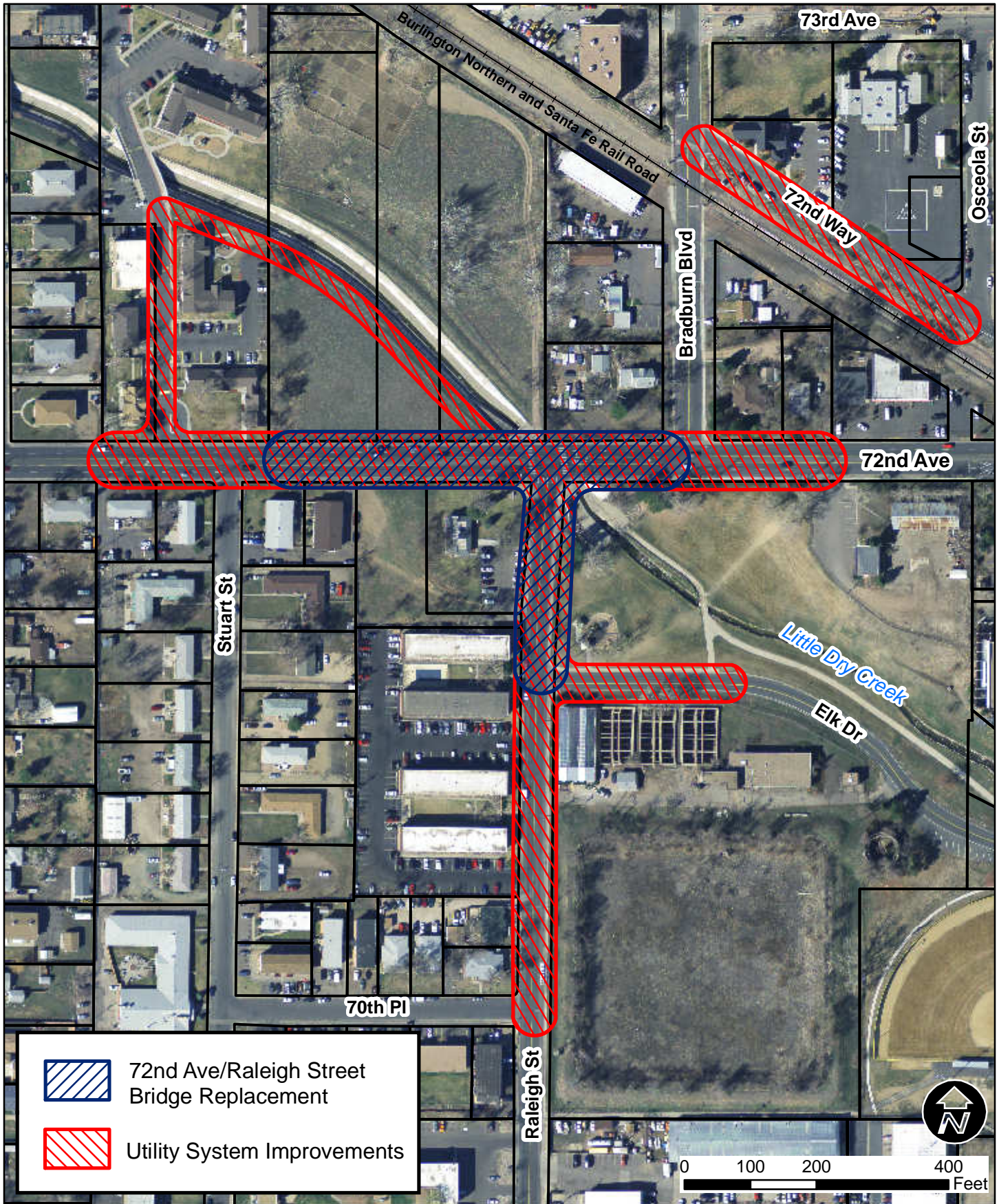
The authorization of additional construction contingency and project change order for the 72nd Avenue and Little Dry Creek Street bridge replacement supports City Council's goals of "Financially Sustainable City Government Providing Exceptional Services" and "Vibrant Neighborhoods in One Livable Community" by completing this project, which will help revitalize and upgrade aging infrastructure in this older part of Westminster.

Respectfully submitted,

Donald M. Tripp  
City Manager

Attachments – Project Map 4/25/2016

# 72nd Avenue/Raleigh Street -Project Area-





## Agenda Item 8 D

### Agenda Memorandum

City Council Meeting  
May 9, 2016



**SUBJECT:** Additional Authorization with Wagner Equipment Company for the Purchase of One Asphalt Roller

**Prepared By:** Matthew Booco, Fleet Manager

### Recommended City Council Action

Authorize the purchase of one Caterpillar CB36B asphalt roller from Wagner Equipment Company utilizing the National Joint Powers Alliance (NJPA) bid award for an amount not to exceed \$56,259, for a total authorized expenditure with Wagner Equipment Company not to exceed \$162,584.

### Summary Statement

- City Council is requested to approve the purchase of one Caterpillar CB36B asphalt roller with Wagner Equipment Company utilizing the National Joint Powers Alliance (NJPA) bid award.
- Based on the best recovery value to the City, Staff will utilize one of the following options for the disposal of the asphalt roller being replaced:
  - The trade-in of a 2005 Hypac 330B asphalt roller to Wagner Equipment Company in the amount of \$2,400, to be applied against the purchase of the new Caterpillar CB36B asphalt roller, resulting in a net cost of \$53,859
  - Auctioning the 2005 Hypac 330B asphalt roller being replaced and apply the auctions proceeds to offset the purchase price of the new Caterpillar CB36B asphalt roller.
- City Council previously approved \$65,000 in the 2016 General Capital Outlay Replacement Fund (GCORF) budget to purchase the asphalt roller.
- On January 25, 2016, City Council approved the 2016 purchase of one telehandler for the Public Works and Utilities Department with Wagner Equipment Company utilizing the National Joint Powers Alliance (NJPA) bid award for \$106,325. As a result of this authorization plus the current request, the 2016 total authorized expenditures for Wagner Equipment Company will total an amount not to exceed \$162,584. Sufficient funds are available within the General Capital Outlay Replacement Program account for this purchase.

**Expenditure Required:** Not to Exceed \$162,584

**Source of Funds:** General Capital Outlay Replacement Fund

## **Policy Issue**

Should the City proceed with the purchase of one 2016 Caterpillar CB36B asphalt roller from Wagner Equipment Company?

## **Alternatives**

1. Reject the National Joint Powers Alliance (NJPA) bid award for the 2016 Caterpillar CB36B asphalt roller and instruct City Staff to re-bid the 2016 Caterpillar CB36B asphalt roller. This is not recommended because the NJPA bid award reflects a competitive bid process that provides heavy equipment dealerships the opportunity to compete fairly to provide the heavy equipment.
2. Do not purchase the proposed replacement asphalt roller in 2016. This is not recommended because this asphalt roller is critical to the Street Division operations and has a costly maintenance history that makes it impractical to keep it in regular service.

## **Background Information**

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

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

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

When disposing of equipment, Fleet Staff can trade-in the old equipment for a predetermined value that will be applied against the base equipment price or send the equipment to auction. If the equipment is sent to auction, the proceeds from the auction are returned to the capital replacement account from where the new equipment was purchased. Each means of disposal has its benefits and challenges. The trade-in approach allows Staff to have a predetermined value set at the time of ordering for the old piece equipment and requires little Staff time to facilitate. Staff has historically utilized this approach and has asked City Council for spending authorization for the net amount (base price less trade value) of the new equipment being purchased. The main challenge with this approach is the potential decrease in trade value due to damage or the discovery of major repair issues with the equipment after City Council authorization. In either of these events, Staff would need to come back to City Council for additional spending authorization

to complete the transaction. The auction approach allows Staff to have a secondary disposal option in the event that a low trade-in value is offered by the vendor or a decrease in trade value is realized due to the events described. Fleet Staff want to recover the highest equipment disposal value while maintaining flexibility to address any challenges that may arise during the equipment replacement process. These goals can be attained by City Council authorizing the base price (no trade value applied) for the new equipment being purchased and keeping both disposal means available to Fleet Staff.

As part of the 2016 budget process, City Council authorized the purchase of one Street Division asphalt roller at the budgeted amount of \$65,000. The 11 year-old asphalt roller identified in the table below has reached a point where it is no longer economically reasonable to maintain in service. Please note, the life-to-date equipment maintenance costs in the table do not include fuel cost.

**General Capital Outlay Replacement Fund**

<b>Department</b>	<b>Old Unit #</b>	<b>Replacement Description</b>	<b>Current Hours</b>	<b>Faster Points</b>	<b>LTD Vehicle Maintenance Cost / Original Purchase Price</b>	<b>New Vehicle Make/Model</b>	<b>Purchase Price</b>	<b>Bidder Awarded</b>
PW&U: Street's Division	6235	2005 Hypac Asphalt Roller	1,469	11.3	\$ 26,462 / \$ 43,987	2016 Caterpillar CB36B Asphalt Roller	\$ 56,258	Wagner Equipment

This recommended purchase meets Council's Strategic Plan Goal of "Financially Sustainable Government Providing Excellence in City Services" by keeping a highly dependable fleet of vehicles and equipment on the job and by obtaining the best possible price for this asphalt roller.

Respectfully submitted,

Donald M. Tripp  
City Manager



**Agenda Memorandum**

City Council Meeting  
May 9, 2016



**SUBJECT:** Additional Authorization with Honnen Equipment for the Purchase of One 710L Backhoe/Loader

**Prepared By:** Matthew Booco, Fleet Manager

**Recommended City Council Action**

Authorize the purchase of one John Deere 710L backhoe/loader from Honnen Equipment, utilizing the National Joint Powers Alliance (NJPA) bid award for a not to exceed amount of \$202,268, for a total authorized expenditure with Honnen Equipment not to exceed \$352,981.

**Summary Statement**

- City Council is requested to approve the purchase of one John Deere 710L backhoe/loader with Honnen Equipment utilizing the National Joint Powers Alliance (NJPA) bid award.
- Based on the best recovery value to the City, Staff will utilize one of the following options for the disposal of the backhoe/loader being replaced:
  - Trade-in a 2004 John Deere 710G backhoe/loader to Honnen Equipment and receive a credit of \$34,000. This value will be applied against the purchase of the new John Deere 710L backhoe/loader, resulting in a net cost of \$168,268; or
  - Auctioning the 2004 John Deere 710G backhoe/loader being replaced and apply the auctions proceeds to offset the purchase price of the new John Deere 710L backhoe/loader.
- City Council previously approved \$190,000 in the 2016 Water Capital Outlay Replacement Program (WCORP) budget to purchase the backhoe/loader.
- On November 23, 2015, City Council approved the 2016 purchase of one front end loader for the Street Division with Honnen Equipment based on the Colorado Department of Transportation Bid for \$150,713. As a result of this early authorization to order a 2016 piece of equipment plus the current request, the 2016 authorized expenditure for Honnen Equipment will total an amount not to exceed \$352,981. Sufficient funds are available within the Water Capital Outlay Replacement Program account for this purchase.

**Expenditure Required:** Not to Exceed \$352,981

**Source of Funds:** Utility Fund - Water Capital Outlay Replacement Program account

## **Policy Issue**

Should the City proceed with the purchase of one John Deere 710L backhoe/loader from Honnen Equipment?

## **Alternatives**

1. Reject the National Joint Powers Alliance (NJPA) bid award for the 710L backhoe/loader and instruct City Staff to re-bid the 710L backhoe/loader. This is not recommended because the NJPA bid award reflects a competitive bid process that provides heavy equipment dealerships the opportunity to compete fairly to provide the heavy equipment.
2. Do not purchase the proposed replacement backhoe/loader in 2016. This is not recommended because this backhoe/loader is critical to Utility Field Operations and has a costly maintenance history that makes it impractical to keep it in regular service.

## **Background Information**

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

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

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

When disposing of equipment, Fleet Staff can trade-in the old equipment for a predetermined value that will be applied against the base equipment price or send the equipment to auction. If the equipment is sent to auction, the proceeds from the auction are returned to the capital replacement account from where the new equipment was purchased. Each means of disposal has its benefits and challenges. The trade-in approach allows Staff to have a predetermined value set at the time of ordering for the old piece equipment and requires little Staff time to facilitate. Staff has historically utilized this approach and has asked City Council for spending authorization for the net amount (base price less trade value) of the new equipment being purchased. The main challenge with this approach is the potential decrease in trade value due to damage or the discovery of major repair issues with the equipment after City Council authorization. In either of these events, Staff would need to come back to City Council for additional spending authorization to complete the transaction. The auction approach allows Staff to have a secondary disposal option in the



event that a low trade-in value is offered by the vendor or a decrease in trade value is realized due to the events described. Fleet Staff want to recover the highest equipment disposal value while maintaining flexibility to address any challenges that may arise during the equipment replacement process. These goals can be attained by City Council authorizing the base price (no trade value applied) for the new equipment being purchased and keeping both disposal means available to Fleet Staff.

As part of the 2016 budget process, City Council authorized the purchase of one Public Works and Utilities (PW&U) backhoe/loader at the budgeted amount of \$190,000. The 12 year-old backhoe/loader identified in the table below has reached a point where it is no longer economically reasonable to maintain in service. Please note, the life-to-date equipment maintenance costs in the table do not include fuel cost. While the purchase price is higher than the originally budgeted amount, sufficient funds are available within the Water Capital Outlay Replacement Program account and the anticipated trade-in or auction value will offset the price difference.

**Water Utilities Capital Outlay Replacement Fund**

Department	Old Unit #	Replacement Description	Current Hours	Faster Points	LTD Vehicle Maintenance Cost / Original Purchase Price	New Vehicle Make/Model	Purchase Price	Bidder Awarded
PW&U: Water Field Operations	9768	2004 John Deere Backhoe/Loader	4,499	13.5	\$ 81,071 / \$ 128,294	2016 John Deere 710L Backhoe/Loader	\$ 202,268	Honnen Equipment

This recommended purchase meets Council’s Strategic Plan Goal of “Financially Sustainable Government Providing Excellence in City Services” by keeping a highly dependable fleet of vehicles and equipment on the job and by obtaining the best possible price for this backhoe/loader.

Respectfully submitted,

Donald M. Tripp  
City Manager



## Agenda Item 8 F

### Agenda Memorandum

City Council Meeting  
May 9, 2016



**SUBJECT:** Fleet Maintenance Cumulative Purchases of Over \$75,000  
For Wireless Advanced Communications

**Prepared By:** Matthew Booco, Fleet Manager

### Recommended City Council Action

Based on the results of the Adams County Emergency Vehicle Equipment and Light Installation bid, approve Fleet Maintenance cumulative purchases in 2016 with Wireless Advanced Communications for purchases for an amount not to exceed \$210,600 through year end.

### Summary Statement

- The Westminster Municipal Code requires that all purchases over \$75,000 be brought to City Council for approval. Staff has taken a conservative approach in interpreting this requirement to include transactions where the cumulative total purchases of similar commodities or services from one vendor in a calendar year exceeds \$75,000.
- The Fleet Maintenance Division has historically used two primary vendors to provide and install emergency lighting and equipment on City of Westminster Police vehicles. Total aggregate purchases from one of those vendors, Wireless Advanced Communications, will exceed \$75,000 during 2016. Staff is asking for approval of purchases not to exceed \$210,600 for the purchase and installation of emergency equipment such as emergency lighting, prisoner seats and restraints and prisoner dividers on City of Westminster Police vehicles through 2016.
- The total includes a contingency request of \$15,000. This request will be for the maintenance and repair of the emergency equipment and lighting on existing Police Department Vehicles. In the event such expenses should arise, the contingency would allow Staff to proceed quickly with any solutions without having to seek additional City Council approval up to the contingency amount.
- The City saves considerable dollars and Staff time by purchasing commodities and services through cooperative bid awards such as the Adams County bid process when possible.
- Adequate funds are budgeted and available in the 2016 General Capital Outlay Replacement Fund Public Safety Tax budget for the needed purchases.

**Expenditure Required:** Not to exceed \$210,600

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

## **Policy Issue**

Should Council approve the cumulative purchase and installation of emergency lighting and equipment on City of Westminster Police vehicles from Wireless Advanced Communications that total over \$75,000, but do not exceed \$210,600 in 2016?

## **Alternative**

Do not approve the expenditures as recommended and direct Staff to conduct a Request for Proposal (RFP) for the purchase and installation of emergency lighting and equipment on City of Westminster Police vehicles. This alternative is not recommended due to the time associated with conducting an RFP for installation of emergency lighting and equipment. Council approved the purchase of fourteen patrol vehicles for 2016. These vehicles are expected to start arriving in May of 2016. The timely installation of the emergency lighting and equipment on these vehicles is critical to Police Department patrol operations.

## **Background Information**

The Westminster Municipal Code requires that all purchases over \$75,000 be brought to City Council for approval. Staff has taken a conservative approach in interpreting this requirement to include transactions where the cumulative total purchases of similar commodities or services from one vendor in a calendar year exceeds \$75,000. Fleet Maintenance has identified one vendor where the total cumulative purchases or expenses will exceed \$75,000 for the year 2016 and thus require Council authorization. Staff is seeking approval for this expenditure for the calendar year 2016. Adequate funds are available in the 2016 Public Safety Tax General Capital Outlay Replacement Fund account.

Council approved the purchase of thirteen Police Department patrol vehicles on January 25, 2016, Item #8E. On February 22, 2016, Council approved the purchase of one additional Police Department patrol vehicle, Item #8D. It was communicated to Council in these memorandums that a future Council agenda memorandum would be presented early in 2016 to authorize the installation of emergency lights and equipment on these patrol vehicles. The emergency equipment including lights, control console, push bumper, prisoner cage(s) and seat with ready buckle type straps are unique to the Interceptor Utility Wagon and the equipment cannot be transferred from the outgoing Crown Victoria's or the wrecked Interceptor Sedan.

Based on the Adams County award, the estimated cost to outfit each Ford Interceptor Utility Wagon with emergency lighting and equipment will be approximately \$12,000 per vehicle. This will result in a total expense of \$168,000 for the fourteen patrol vehicles. Staff will be purchasing additional emergency lighting services from Wireless Advanced Communications for the following:

- Upfit of three Police Department Harley-Davidson motorcycles that were purchased in 2015 at a per motorcycle price of \$6,000 for a total of \$18,000.
- Upfit of one Police Department Chevrolet Colorado that was purchased in 2015 at a cost of \$9,600.
- Contingency funding for additional emergency lighting and equipment services from Wireless Advanced Communications for the repair and maintenance of existing Police Department vehicles of 15,000.

This will bring the total estimated 2016 expenditures with Wireless Advanced Communications for the installation and maintenance of emergency lighting and equipment for Police Department patrol vehicles to \$210,600. The City's approach to these types of collective purchases from a single vendor is to assure that purchases in excess of \$75,000 are identified in advance and brought to City Council for approval.

**SUBJECT:** Cumulative Purchases of Over \$75,000 for Wireless Advanced Communications Page 3

This approach helps achieve City Council's Strategic Plan Goal of "Financially Sustainable Government Providing Excellence in City Services" by meeting the following objectives: maintaining well equipped Police Department vehicles and spending tax dollars in a responsible manner.

Respectfully submitted,

Donald M. Tripp  
City Manager



## Agenda Item 8 G

### Agenda Memorandum

City Council Meeting  
May 9, 2016



**SUBJECT:** Fleet Maintenance Cumulative Purchases of Over \$75,000  
For KORF Continental

**Prepared By:** Matthew Booco, Fleet Manager

### Recommended City Council Action

Based upon the recommendation of the City Manager, determine that the public interest will be best served by approving Fleet Maintenance cumulative purchases in 2016 with KORF Continental for purchases in the amount not to exceed \$ 111,747 through year end.

### Summary Statement

- The Westminster Municipal Code requires that all purchases over \$75,000 be brought to City Council for approval. Staff has taken a conservative approach in interpreting this requirement to include transactions where the cumulative total purchases of similar commodities or services from one vendor in a calendar year exceeds \$75,000.
- City Council previously approved \$120,000 in the 2016 General Capital Outlay Replacement Fund (GCORF) budget to replace unit # 6131, a 2005 GMC C5500 in the Public Works and Utilities Street Division. The Fleet Maintenance Division purchased the cab/chassis for this replacement on March 22, 2016, to avoid missing the ordering cutoff date of March 28, 2016, with KORF Continental based on the results of the State of Colorado bid award. The cost for the cab/chassis was \$49,350.
- Staff is now seeking Council approval for the purchase and installation of final build components for this replacement in the amount of \$59,425. Staff is also requesting a five percent contingency on the final build for this unit in the amount of \$2,972. Staff does not foresee any unexpected expenditures that would require contingency expenditures. However, in the unlikely event such expenses should arise, the contingency would allow Staff to proceed quickly with any solutions without having to seek City Council approval up to the contingency amount. This recommended purchase of final build components (\$62,397) plus the base cab/chassis with KORF Continental (\$49,350) will bring the total expenditure with KORF Continental in 2016 to \$111,747.
- Adequate funds are budgeted and available in the 2016 General Capital Outlay Replacement Fund budget for the needed purchases.

**Expenditure Required:** Not to exceed \$111,747

**Source of Funds:** General Capital Outlay Replacement Fund

**Policy Issue**

Should Council approve the cumulative purchase from KORF Continental that totals over \$75,000, but not to exceed \$111,747 in 2016?

**Alternative**

Do not approve the expenditures as recommended and direct Staff to conduct a Request for Proposal (RFP) for the purchase and installation of final build components for this replacement. This alternative is not recommended due to the time associated with conducting an RFP for purchase and installation of final build components for this replacement. In addition, by having the same company be in charge of the purchase and installation of the final build components streamlines any potential warranty issues, should the arise.

**Background Information**

The Westminster Municipal Code requires that all purchases over \$75,000 be brought to City Council for approval. Staff has taken a conservative approach in interpreting this requirement to include transactions where the cumulative total purchases of similar commodities or services from one vendor in a calendar year exceeds \$75,000. Fleet Maintenance has identified one vendor where the total cumulative purchases or expenses will exceed \$75,000 for the year 2016 and thus requires City Council authorization. Staff is seeking approval for this expenditure for the calendar year 2016. Adequate funds are available in the 2016 General Capital Outlay Replacement Fund.

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

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

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

As part of the 2016 budget process, City Council authorized the purchase of one Public Works and Utilities Street Division Ford F550 truck equipped with all components to support operations at the budgeted amount of \$120,000. The truck being replaced is a 2005 GMC 5500 truck that is identified in the table below. This unit has reached a point where it is no longer economically reasonable to maintain in service. Please note, the life-to-date equipment maintenance costs in the table does not include fuel cost.

**General Capital Outlay Replacement Fund**

Department	Old Unit #	Replacement Description	Current Hours	Faster Points	LTD Vehicle Maintenance Cost	New Vehicle Make/Model	Cab/Chassis Purchase Price	Bidder Awarded
PW&U: Street's Division	6131	2005 GMC C5500	8,020	15.0	\$ 58,742	2016 Ford F550	\$ 49,350	KORF Continental

Equipment Final Build Out Process – Once the base piece of equipment is purchased, there are final build out (upfitting) components that need to be purchased and installed prior to putting the unit into service. Some examples of these components are:

- Bed liners;
- Lighting;
- Cab guards;
- Plows;
- Sanders;
- Dump bodies;
- Hydraulic systems; and
- Tool storage components.

The Fleet Maintenance Division has historically requested “turnkey” units to be delivered from the dealerships that have been awarded the base vehicle purchase. Once the vehicle arrives at Fleet, the only remaining work to be done is decaling, entry into the Faster system, licensing, and disposal of the old equipment. This process allows equipment to be put into service much quicker and allows the six Fleet Technicians to focus on the maintenance and repair of the City’s fleet. Dealerships have established relationships with firms who provide upfitting services to municipal fleets resulting in timely and cost effective installations. In addition, these vendors have the tooling, equipment and experience to safely install the larger and more complex components.

This will bring the total estimated 2016 cumulative expenditure with KORF Continental to \$111,747. The City’s approach to these types of collective purchases from a single vendor is to assure that purchases in excess of \$75,000 are identified in advance and brought to City Council for approval.

This recommended purchase meets Council’s Strategic Plan Goal of “Financially Sustainable Government Providing Excellence in City Services” by keeping a highly dependable fleet of vehicles and equipment on the job and by obtaining the best possible price for this vehicle replacement.

Respectfully submitted,

Donald M. Tripp  
City Manager



## Agenda Item 8 H

### Agenda Memorandum

City Council Meeting  
May 9, 2016



**SUBJECT:** Proposed Amendment to the Adams County Housing Authority Intergovernmental Agreement

**Prepared By:** Michelle Stephens, Business Operations Coordinator

### Recommended City Council Action

Authorize the Mayor to execute an amended Intergovernmental Agreement with the Adams County Housing Authority in substantially the same form as the attached agreement.

### Summary Statement

- City Council authorized the Mayor to execute an Intergovernmental Agreement (IGA) with Adams County Housing Authority (ACHA) in February 2016, which included approximately \$3,250,000 in direct support, as well as investment within the Westminster Station Area necessary to facilitate a 70-unit affordable housing vertically mixed-use development.
- An amendment is now necessary to clarify the rebate process on the Building Use Tax and to outline the reimbursement process. Subordination and Annual Appropriation clauses were also added.
- The commitments included in the proposed amendment are identical to those previously approved by City Council.

**Fiscal Impact:** \$0

**Source of Funds:** N/A



**Policy Issue**

Does City Council support the proposed amendment to the IGA for the ACHA project?

**Alternative**

City Council could choose not to authorize the proposed amendment or propose additional or modified amendments. Staff does not recommend these alternatives as the original IGA has been executed and the proposed amendment only clarify reimbursement amounts and processes. Additionally, the IGA has been reviewed by both the City Attorney and Adams County Housing Authority and approved in the attached form.

**Background Information**

City Council authorized the Mayor to enter into the IGA with ACHA in February 2016 and the IGA was signed on February 25, 2016. The executed IGA includes permit and application fee rebates not to exceed \$132,000 and construction use tax rebates not to exceed \$385,000. It also includes a reduction of approximately \$1,010,458 in the Public Land Dedication fee-in-lieu payment and commits the City to construct Phase 1 of Craft Way, as well as the Grove Street pipeline (south of 71st Avenue) to connect the project to the Little Dry Creek Park Regional Storm Water System. Councillor's Bill No. 16, was approved on first reading at the April 25, 2016, City Council meeting, appropriating \$1,200,000 for the design and construction of Craft Way and the Grove Street improvements. Upon approval on second reading on May 2, these funds will be available to complete the proposed improvements, with work commencing in 2016.

Staff has identified the need for these amendments in order to provide clarity to the rebate process for both the City and ACHA, specifically for the Building Use Tax, and to outline the reimbursement process. Additionally, the proposed amendment specifies that the rebate of the use tax does not include the 0.25% Open Space Tax or the 0.6% Public Safety Tax. Subordination and Annual Appropriation clauses were also added. All additions are shown in the proposed amended IGA (Attachment 1) in red and deletions are shown with a strikethrough.

Staff believes this amended IGA is representative of the City's 2015 Strategic Plan Goals as follows: Visionary Leadership, Effective Governance and Proactive Regional Collaboration; Vibrant, Inclusive and Engaged Community; Dynamic, Diverse Economy; Beautiful, Desirable, Safe and Environmentally Responsible City; and Ease of Mobility. This project will provide necessary affordable housing as part of a well-designed mixed-use development that maximizes public investment by creating a gateway into the Westminster Station Area at 71st Avenue and Federal Boulevard.

Respectfully submitted,

Donald M. Tripp  
City Manager

Attachment: IGA with Proposed Amendments Redlined  
IGA Exhibits

**AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF WESTMINSTER AND THE HOUSING AUTHORITY OF THE COUNTY OF  
ADAMS, STATE OF COLORADO COUNTY HOUSING AUTHORITY REGARDING THE  
CITY'S SUPPORT OF THE ALTO AFFORDABLE HOUSING PROJECT GENERALLY LOCATED  
NORTH OF 71<sup>ST</sup> AVENUE, WEST OF FEDERAL BOULEVARD, AND EAST OF GROVE  
STREET, ADAMS COUNTY, COLORADO**

THIS **AMENDED AND RESTATED** INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Westminster, Colorado, a Colorado home-rule municipality (hereinafter referred to as "Westminster"), and ~~the Adams County~~ **The Housing Authority of the County of Adams, State of Colorado** (hereinafter referred to as "ACHA") (Westminster and ACHA also hereafter referred to collectively as the "Parties").

**WITNESSETH**

**WHEREAS**, the parties are authorized by Colorado Constitution, Article XIV, Section 18 and C.R.S. Section 29-1-201 et seq., to enter into cooperative agreements to provide to each other any function, service, or facility lawfully authorized to each of them; and

**WHEREAS**, said Parties deem it desirable to provide affordable housing within the City of Westminster; and

**WHEREAS**, the City wishes to provide assistance to aid in the development of a mixed-use affordable housing project by ACHA, which will be located in the Westminster Station Area and will be financed in part with low income housing tax credits; and

**WHEREAS**, ACHA will form a separate entity (i.e. limited partnership), which will own the project (referred to as "Project Owner") and construct a 70-unit mixed-use affordable housing project (the "project") at the properties, described in Exhibit A, attached hereto and incorporated herein by reference; for the purpose of providing affordable mixed-use housing for future residents of the City, thus providing housing diversity within the City; and

**WHEREAS**, City Council finds the execution of this Agreement will provide benefit and advance the public interest and welfare of the City and its citizens by securing the location of this affordable housing project within the Westminster Station Area.

This **Amended and Restated** Intergovernmental Agreement is entered into pursuant to the Colorado constitution and the Colorado Revised Statutes, and the subject matter and agreements contained herein are logical and foreseeable results of the foregoing enactments.

**NOW THEREFORE**, in consideration of the above recitals and of the mutual promises, covenants and agreements contained herein, Westminster and ACHA agree as follows:

1. *Public Land Dedication Fee.* ACHA or the Project Owner shall pay a Public Land Dedication (PLD) fee-in-lieu of \$3/sq.ft., a reduction of the PLD fee from \$14.78/sq.ft., in order to facilitate the construction of the storm sewer in Grove Street by ACHA. The estimated PLD fee-in-lieu is \$219,542, a savings not to exceed \$1,010,458.
2. *Park Development Fee.* ACHA or the Project Owner shall pay the Park Development Fee, which is estimated at \$86,380.

3. *School Land Dedication Fee.* ACHA or the Project Owner shall pay the School Land Dedication Fee, which is estimated at \$7,840.
4. ~~*Use Tax Rebate – Construction.* The City shall rebate to ACHA or the Project Owner 100% of the Building Use Tax paid by the Project Owner required under W.M.C. Sections 4-2-9 and 4-2-3 for construction of ACHA’s new project. The rebate on use tax on construction materials will be in an amount not to exceed \$385,000 and will be made following payment of the use taxes by the Project Owner.~~
4. *Use Tax Rebate – Construction.* The City shall rebate to ACHA 100% of the 3% General Building Use Tax (excludes the .25% Open Space Tax and .6% Public Safety Tax) paid as required under W.M.C. Sections 4-2-9 and 4-2-3 (“Building Use Tax”) for construction of the project.
  - a. The rebate described in this Section 4 shall apply to all Building Use Tax paid to the City in connection with the construction of the project whether paid directly by ACHA or the Project Owner, or by the contractors or other third parties conducting work at the project on behalf of ACHA or the Project Owner. The Building Use Tax rebate on construction materials shall not exceed \$385,000.
  - b. The amount of the rebate shall be calculated on the actual amount of Building Use Tax due and paid to the City based upon the approved Construction Project Cost Report referenced in Section 13.
5. *Building Permit Fees, Application, and Recording Fees - Rebate.* The City shall rebate to ACHA ~~or the Project Owner~~ 100% of the actual building permit, review, application, and recording fees paid ~~to the City directly by ACHA or the Project Owner, or by contractors or other third parties on behalf of ACHA or the Project Owner.~~ *The Building Permit Fees, Application, and Recording Fees rebate shall not exceed \$132,000.* ~~These fees are estimated in an amount not to exceed \$132,000 and will be rebated following payment of the fees by the Project Owner.~~
6. *Expedited Building Permit Review.* The City will work closely with ACHA or the Project Owner to process the review in the shortest timeframe possible, which may include sending the plans to external reviewers.
7. *Construction of Phase 1 of Craft Way.* The City shall construct Phase 1 of Craft Way, which includes the portion from to the easternmost edge of ACHA’s Project adjacent to Craft Way as defined in Exhibit B. ACHA shall dedicate the land necessary for the construction of the Craft Way extension. The City will endeavor to complete the construction of Phase 1 of Craft Way to meet ACHA’s timeline for the opening of this project.
8. *HOME Funds Allocation.* The City Council adopted Resolution No. 31 allocating up to \$400,000 in City of Westminster HOME funds to the project.
9. *Credit for Active Crestview Taps associated with the Project.* The City will provide credit for the two active Crestview Taps associated with the project.
10. *Temporary Certificate of Occupancy.* In order to enable the Project to meet funding deadlines (including for issuance of the Temporary Certificate of Occupancy), the City’s Chief Building Official will work with ACHA and the Project Owner to facilitate timely inspections and issuance of associated documentation.
11. *Regional Storm Water System.* The City will prioritize the acquisition of property and construction of the necessary infrastructure for the Little Dry Creek Park Regional Storm Water Detention Pond (now under construction) to ensure that the project will be able to connect to

the regional detention pond. No impact fees will be charged (for any development) for inclusion in this system, but a monthly fee will be charged as part of the utility bill.

12. *Support for Special Districts.* ACHA and the Project Owner shall provide support for special districts necessary to implement the Station Area Specific Plan.

13. *Payments of Rebates*

- a. The total of all rebates hereunder is not to exceed \$517,000. The rebate payments, less a 25% building use tax rebate withholding (Rebate Withholding), will be made no later than thirty (30) days following the end of the calendar month in which payment is received by the City. The Rebate Withholding will be paid thirty (30) days following the end of the calendar month in which the requirements of item iv below are fulfilled.
    - i. If the total amount of a monthly rebate due to ACHA is at least \$1,000, the rebate will be paid within thirty (30) days following the end of the calendar month.
    - ii. If the total amount of a monthly rebate due to ACHA is less than \$1,000, such rebate will be added to the next monthly rebate due until the total amount to be rebated is at least \$1,000. The accumulated amount of such rebates will then be paid within thirty (30) days following the end of the most recent calendar month.
    - iii. Payments shall commence for the calendar month during which the first building permit for the project is issued.
    - iv. No payment of the building use tax Rebate Withholding will be made until the City approves a Construction Project Cost Report for the project and ACHA or the Project Owner obtains a release from the general contractor(s) related to the City's disclosure of confidential tax information used in reconciling the building use tax. A form of the Construction Project Cost Report and general contractor release is attached hereto as Exhibit C.
    - v. All payments by the City shall be made electronically to ACHA's designated financial institution or other account.
  - b. In the event ACHA fails to comply in any material respect with provisions of the City regulations or code relative to the development, use, occupancy or operation of the project the City may, after providing ACHA with not less than thirty (30) days advance written notice, suspend payment of the rebates and Rebate Withholding until ACHA complies with such provisions of the City regulations or code.
14. *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.
15. *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.

Notices.

All notices or other communications required hereunder shall be delivered by first class mail, return receipt requested, addressed as follows:

~~Adams County~~ **The Housing Authority of the County of Adams, State of Colorado**  
Attention: Don May, Executive Director  
7190 Colorado Boulevard, 6<sup>th</sup> Floor  
Commerce City, CO 80022

City of Westminster  
Department of Community Development  
Attention: Mac Cummins, Planning Manager  
City of Westminster  
4800 West 92nd Avenue  
Westminster, CO 80031

With Copies to:

Gorman & Company, Inc.  
Attn: Kimball Crangle  
1060 Bannock Street, Suite 305  
Denver, CO 80204

Parties to Exercise Good Faith.

The Parties agree to devote their best efforts and to exercise good faith in implementing the provisions of this Agreement.

Intent of Agreement.

This Agreement is intended to describe rights and responsibilities only as between the named parties hereto. It is not intended to and shall not be deemed to confer rights to any persons or entities not named as parties hereto.

Remedies for Default.

Should any party fail to comply with the provisions of this Agreement, the other party, after providing written notification to the non-complying party and upon the failure of said party to achieve compliance within ninety (90) days after said notice, may at its option either terminate this Agreement or maintain an action in a court of competent jurisdiction for specific performance, injunctive, or other appropriate relief, excluding damages relief. In the event of such litigation, each party shall be responsible for its own costs, including attorney fees.

Effective Date.

This Agreement shall become effective on the date that it is officially approved by both Parties.

Miscellaneous Provisions.

1. Construction of the project shall begin no later than January 1, 2017.

2. No amendment or waiver of any covenant, condition or provision contained herein shall be valid unless in writing and duly executed by both parties.
3. This Agreement supersedes all prior written and oral agreements and understandings between the parties relating to the subject matter thereof.
4. This Agreement shall be binding upon the parties hereto, their respective successors or assigns.
5. If any portion of this agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity or lack of enforceability shall cause the entire agreement to be terminated.
6. This Agreement does not and shall not be deemed to confer upon or grant to any third party any right enforceable at law or equity arising out of any term, covenant, or condition herein or the breach thereof.
7. This Agreement may be signed in counterparts, and each counterpart will be considered an original. This Agreement may be executed by facsimile signature.

IN WITNESS WHEREOF, the above Parties hereto have caused this Agreement to be executed.

City of Westminster, a Colorado municipal corporation

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By: Herb Atchison, Mayor  
4800 West 92<sup>nd</sup> Avenue  
Westminster, Colorado 80031

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

~~Adams County~~ **The Housing**  
**Authority of the County of Adams, State of Colorado**

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By: Don May, Executive Director  
7190 Colorado Boulevard, 6<sup>th</sup> Floor  
Commerce City, CO 80022

NOTARY:

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Exhibit A: Legal Description

PARCEL B

PARCEL I:

LOTS OR PLOTS 47 AND 48, AND THE SOUTH 70 FEET OF LOT OR PLOT 23, FEDERALVIEW SUBDIVISION (FILE #9, MAP 11, DATED JULY 28, 1947), COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL II:

THE NORTH 40 FEET OF LOT 23 AND THE SOUTH 30 FEET OF LOT 24, FEDERALVIEW SUBDIVISION (FILE #9, MAP 11, DATED JULY 28, 1947), COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL III:

LOT 45, FEDERALVIEW SUBDIVISION (FILE #9, MAP 11, DATED JULY 28, 1947), COUNTY OF ADAMS, STATE OF COLORADO.

COMMITMENT NO: 451-H0407123-266-NCS

PARCEL D:

LOT 46 AND THE NORTH 70 FEET OF LOT 24, FEDERALVIEW SUBDIVISION, FILE #9, MAP 11, DATED JULY 28, 1947, COUNTY OF ADAMS, STATE OF COLORADO.

COMMITMENT NO: 451-H0407120-266-NCS

TOTAL SITE ACREAGE = 1.613 ACRES

# Craft Way Extension and Proposed Phasing







# Instructions for Construction Project Cost Report

## General Instructions

### Purpose of Form

This form is used for taxpayers to compute the actual use tax due from construction projects requiring City building or direct payment permits and reconcile such tax with the estimated pre-payment remitted when the permit was obtained.

Any underpayment must be remitted with this report within thirty (30) days of the issuance of a Certificate of Occupancy or the date of final inspection by the building official, whichever occurs later. For public/private improvements, underpayments must be remitted within 30 days of written acceptance by the City. This report will also serve as a Claim for Refund in the case of an overpayment.

### Reminders

**Primary contractor is liable for use tax.** Pursuant to § 4-2-9 of the *Westminster Municipal Code*, the person who is responsible for obtaining a permit shall remit use tax on construction materials used on that project. This includes all materials, including materials used by subcontractors or furnished by the property owner, purchased from sources inside or outside the City.

**Setoff of other taxes prohibited.** Contractors must present copies of the City permits when purchasing materials to avoid payment of municipal sales or use taxes. Contractors may not take credit against Westminster use taxes for taxes paid to other jurisdictions.

**Supporting documentation required for refund claim.** Contractors claiming an overpayment of use tax must submit with this report a copy of the permit and a job cost report, profit and loss statement, or other summary document supporting the amount of materials used. If some work on the project was performed by subcontractors, project cost reports declaring their materials costs must also be submitted.

**Report does not preclude audit.** Some projects may be selected for further examination by the Sales Tax Division. If this project is selected, you will be contacted by an auditor to schedule a time to review additional documentation. The Code requires that records be preserved for at least three years after this return is filed.

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## Specific Instructions

**Lines 1 thru 6 – Taxpayer Information.** Print the legal name, the trade or other name the taxpayer is known as, and the mailing address of the organization. For reports natural persons, print the last name followed by the first name on line 1 and do not complete line 2.

**Line 7 – City Account Number.** If the taxpayer is licensed with the City, list the 7 digit Westminster account number.

**Line 8 –Permit Number.** List the Westminster building permit number (6-digits) or direct payment permit number (7 characters beginning with 'A').

**Line 9 – Reporting period ending date.** List the date that the Certificate of Occupancy (CO) was issued for the project. If this project did not require a CO, enter the date the project passed final inspection by the building official. If this report is for public or private improvements (direct payment permits), list the date of written acceptance of the improvements by the City.

**Line 10 – Project Street Address.** List the Westminster street address of the project.

**Line 11 – Construction Equipment.** Indicate whether the project required the use of construction equipment in the City. For additional information on construction equipment, refer to *Tax Compliance* Guide topic 321.

**Line 12 – Materials Cost.** Enter the purchase price paid for all construction materials used in the project. **Include all materials** regardless of whether they were purchased from sources inside or outside the City, they were purchased by the contractor or the property owner, or they were used by the contractor, subcontractor, or other person performing work on the project.

**Line 13 – Use Tax Due.** Compute the use tax due on the project by multiplying the amount on line 12 by 3.85% (the Westminster use tax rate).

**Line 14 – Estimated Pre-payment Amount.** Enter the amount of use tax paid when the permit was obtained. Do not include other permit fees.

**Line 15 – Overpayment Amount.** If the amount on line 14 is *greater than* the amount on line 13, subtract line 13 from line 14 and enter the difference on this line 15. Do not complete the remaining lines except for the signature area. Attach the required supporting documentation and submit the report.

**Line 16 – Underpayment Amount.** If the amount on line 14 is *less than* the amount on line 13, subtract the amount on line 14 from line 13 and enter the difference on this line 16. This is the additional amount of use tax due on this project net of the estimated pre-payment amount.

**Line 17 – Late Filing Penalty.** If this report is being filed more than thirty (30) days after the date listed on line 9, and additional use tax is due, a late filing penalty must be added. Multiply the amount in line 16 by 10% and enter the greater of this product or \$15.

**Line 18 – Interest.** If this report is being filed late (see instructions for line 17) and additional tax is due, interest must be added. Interest accrues only in whole-month increments from the date on line 9. For example, if a report is filed 40 days after the date on line 9, two month's interest would be due. Multiply the amount listed on line 16 by 1% and multiply this result by the number of months the tax remained unpaid.

**Line 19 – Total Due.** Add the amounts in lines 16, 17, and 18 together. This is the total amount due. Make the payment payable to the City of Westminster and remit is along with this signed report.

**Signature –** After reviewing the form for accuracy, sign and date the form. Print your name and title below your signature.



WESTMINSTER

### Confidentiality Waiver Authorizing Disclosure To A Third Party

City of Westminster  
Department of Finance  
Sales Tax Division

*Please Type or Print Clearly*

	Legal Name of Taxpayer Authorizing Disclosure:	Permit No. (if applicable)
	Trade Name (if any):	City Account Number:

The City of Westminster Department of Finance collects and stores information about taxpayers and their activities. Certain tax information is confidential and the City is committed to protecting it from unauthorized disclosure. In certain circumstances, it may be necessary for the City to disclose confidential taxpayer information to a third party. Use of this form authorizes the City to share such information only in support of its governmental activities as detailed below.

**THIS WAIVER (hereafter the "Waiver") by the above-referenced taxpayer (hereafter the "Taxpayer"), authorizes the City of Westminster (referred to herein as the "City") to disclose or otherwise release tax information, confidential or otherwise, as follows:**

**1. Withdrawal Option:**

- Taxpayer **DOES NOT** authorize the City to disclose confidential tax information.

**2. Information Subject to Disclosure (check one):**

- a. Any and all information including, but not limited to, any return, form, other document, or reproduction or transcript thereof.
- b. Any and all information which, in the opinion of the City, pertains to the following agreement (insert document title): \_\_\_\_\_.
- c. Only the specific information and documents set forth in Exhibit A attached hereto, incorporated into this Waiver by reference, labeled "EXHIBIT A TO CONFIDENTIALITY WAIVER AUTHORIZING DISCLOSURE TO A THIRD PARTY", and listing the execution date written below.

**3. Organization or person authorized to receive tax information belonging to the Taxpayer (skip this section if withdrawal option elected):**

Name of Organization or Person	Contact Name & Phone Number	Address

**4. Expiration of Waiver (check one):**

- a. This Waiver shall be effective from the date written below until rescinded in writing by the Taxpayer.
- b. This Waiver shall be effective from the date written below until the City gives written notice to the Taxpayer that the requirements for disclosure under the agreement listed in item 2b above have been satisfied.
- c. This Waiver shall be effective from the date written below through \_\_\_\_\_.

**5. Indemnification:** The Taxpayer hereby agrees to indemnify and hold harmless the City, including its officers, employees, and agents, against any and all liability, claims, suits, and costs resulting from the unauthorized receipt, access, review, disclosure, or distribution of information disclosed pursuant to this Waiver whether or not resulting from any negligent act or omission by the City.

WHEREFORE, the Taxpayer has caused this Waiver to be executed by its duly authorized officer on the date written below.

<b>Taxpayer Signature</b>	<i>If this Waiver is executed on behalf of a corporation, it must be signed by such officer of the corporation as is empowered, under the laws of the state in which the corporation is located, to sign for the corporation and by signing below, such officer attests that he/she has such authority.</i>		
		_____	_____
	Signature	Date	
	_____	_____	_____
	Printed Name	Title	Phone No.



**Agenda Memorandum**

City Council Meeting  
May 9, 2016



**SUBJECT:** City Hall Plaza Renovation Contract

**Prepared By:** Kathy Piper, Landscape Architect II

**Recommended City Council Action**

Authorize the City Manager to execute a contract with T2 Construction, Inc in the amount of \$1,361,196 for the City Hall Plaza construction renovation, authorize a contingency amount of 10% of the construction cost of \$136,119, and authorize the City Manager to approve extra fees for the design consultant, Architerra, Inc., for construction administration in the amount of \$6,800 for a total project cost of \$1,504,115.

**Summary Statement**

- In March 2015 and July 2015, Staff reviewed master plan concepts for the City Hall Plaza with City Council. Alternative concepts and associated costs were presented to City Council.
- City Council directed Staff to modify the City Hall plaza master plan design. Modifications included: removal of the fountain, removal of the arcade improvements, and the addition of concrete replacement at the Public Safety Center plaza.
- Bids were solicited from 4 reputable construction companies, with T2 Construction, Inc. submitting the lowest bid of \$1,577,044, which included all the modifications directed by City Council and the front median entrance (which was planned as a separate project but being coordinated with the Plaza project).
- The ice melt system and bed plantings were removed to stay within the authorized budget of \$1,379,000.
- Construction of this project is scheduled to start June 2016 and be completed by October 2016.
- Architerra, Inc., the design consultant for this project, is requesting additional fees of \$6,800 (current contract for design and construction documents \$140,647) for construction administration during the project, specifically for the electrical installation. Staff has reviewed this request and recommends approving the consultant's request for additional fees.

**Expenditure Required** \$1,504,115

**Source of Funds** General Capital Improvement Fund-City Hall Courtyard, City Hall Arcade Wall, City Hall Plaza Renovation and the Community Enhancement Program projects

**Policy Issues**

- Should the City proceed with the City Hall Plaza renovation project as proposed?
- Should the City proceed with renovation construction of the City Hall Plaza with the ice melt system?

**Alternatives**

- City Council could choose to not authorize the reconstruction of the City Hall plaza as proposed. Staff does not recommend this option. Access by the public and Staff entering the plaza from the east parking lot provides challenges with the multiple levels of steps. Replacing the concrete with “like for like” would not address this issue or the multiple vehicle conflicts that occur at this key entrance to City Hall. The additional 24 parking spaces would not be gained with this option.
- City Council could choose to add back the ice melt system (\$189,650) and the planting bed flowers and shrubs (\$23,276) back into the construction project. The ice melt system costs have doubled since it was originally proposed. Staff has reviewed the life cycle costs and does not believe they justify the cost. If City Council wishes to pursue the ice melt system, the funds previously appropriated for the xeriscape project in the north lawn were returned to fund balance (i.e. the project was closed), is available through carry over and could be appropriated to this project.
- City Council could choose to delay the project until a future date and make minimal repairs at this time. Staff does not recommend this alternative as the project has already been delayed and repairs have been made with minimal success. There is potential for future increases in construction costs if the project is delayed and further deterioration of the entryway to City Hall.
- City Council could choose to remove the current 10% contingency of \$136,119 from the reconstruction of the plaza to reduce the overall costs to the project. Staff does not recommend this option. Additional improvements have been added underneath and around plaza construction site throughout the last 27 years that Staff may not be unaware of and need to be addressed during the reconstruction.

**Background Information**

Public spaces are an important part of any community. Westminster’s City Hall Plaza is no exception. Creating a welcoming plaza experience for Staff, citizens, visitors and the business community provides the first opportunity to reflect the City’s character.

The City Hall plaza reconstruction will help promote an environment of social interaction, a sense of community and community pride. The new design will provide safe and easy access to City Hall, create new spaces to gather for lunch time break or provide space for large events. New plantings and future art will provide year round interest within the Plaza.

Staff presented recommendations for City Hall front lawn xeriscape and the plaza renovation projects as part of the proposed 2015/2016 Budget. City Council approved the funding of that project in October 2014 and provided further direction in 2015 on the scope of the projects. City Council directed Staff to replace City Hall’s front lawn with bluegrass (like for like) upon the completion of the geothermal well construction, modify the City Hall plaza renovations to eliminate the originally proposed fountain and arcade enhancements, and include the replacement of the Public Safety Center Plaza concrete within the scope of the project. The approved budget of \$1,379,000 was developed over two years ago, anticipated a 2015 construction. Construction costs have significantly increased, such as concrete prices increasing by 8-10% since 2015, resulting in higher construction bids.

The geothermal system has been completed on the north lawn to replace the existing cooling/heating system for City Hall. In an effort to reduce construction costs, the PR&L construction crew has repaired the reclaimed irrigation system and will be installing the new bluegrass sod in early spring of 2016.

Minimal changes or improvements have been made to the site since City Hall was constructed 27 years ago. Major repairs are needed to the concrete plaza. This proposed project will update worn out infrastructure, such as the deteriorated concrete plaza that is unsightly and can be trip hazards (although temporary fixes have been installed). The project will remove the existing fountain, which does not have a protective railing for the pool and has become an ongoing maintenance problem (the pumps are nearing the end of their useful life). The proposed redesign of the concrete entrance to City Hall would eliminate the set of stairs that currently present challenges to many visitors and business people utilizing the primary visitor parking east of City Hall. The stairs will be replaced with an accessible sidewalk to the main entrance. The proposed installation of the ice melt system sidewalks would help with snow removal (both Staff time as well as deicing materials) but does not eliminate the need for Staff to be on site in other areas such as the Public Safety Center and access points to City Hall. It would also help prolong the life of the concrete and plant material in the plaza (by reducing deicing materials which is tough on both). Since the preliminary costing was prepared, more detailed analysis and design work has been completed on the proposed ice melt system in the sidewalk. The ice melt system was determined to need an additional piece of equipment (boiler) that was not anticipated in the initial cost estimates, but identified as needed to help with the efficiency of the system at peak operations during cold weather. The ice melt system is not necessary for the operation of the geothermal system and was attempting to tap into the system to provide added benefit to the City Hall campus. The life cycle cost analysis is based on the increased expenses associated with the additional boiler, the replacement schedule of the equipment in 15 years and yearly operating overhead.

The realignment of the median entrance from 92<sup>nd</sup> Avenue will accommodate a new ramp for better pedestrian access, provide better traffic flow into the campus site and allow for an additional 24 parking closer to the building. Other designed features will include additional planting beds to replace large areas of concrete within the plaza, new LED lighting within the plaza area and along the entrance median off of 92<sup>nd</sup> Avenue, and the consolidation and relocation of flag poles at one central location between the Public Safety Center and City Hall. In addition to the City Hall plaza renovation, the Public Safety Center plaza concrete will be replaced. Colored concrete will help minimize the glare from standard grey concrete and provide a cohesive design between the Public Safety Center and City Hall. Future conduit for electric vehicle charging stations will also be added. Staff has spaded the existing hawthorns and one crab apple relocating them along the east fence at City Hall. The remaining crabapples are too large to be spaded and will be removed as part of the demolition process. Staff will purchase and install the landscape and irrigation for the median as a cost saving measure after the plaza is completed. Expenses in addition to the construction costs identified in this memorandum are for construction administration specifically for the replacement of the electrical system on the plaza and entrance median.

Bids were solicited from four reputable construction companies for this project. Each company had a minimum of five years' experience in specialty items such as brick repair and replacement, buildings, and specialty pavement. The bids for construction of the City Hall plaza, including bid alternates, but exclude certain amenities (benches, tables, and trash receptacles), are broken down as follows.

Construction Bids:

<b>CONTRACTOR</b>	<b>BID (includes ice melt system, plant material and median improvements)</b>
Arrow J Landscape-Design, Inc.	No bid
Goodland Construction	\$1,781,778.00
T2 Construction	\$1,577,044.00

**SUBJECT:**

City Hall Plaza Renovation Contract

Page 4

Concrete Express

No bid

As City Council may recall, the Department of Public Works and Utilities Street Division had scheduled an asphalt overlay for the City Hall parking lot. This work will be completed once the contractor completes the plaza renovation. In order to utilize the selected contractor and manage the construction schedule more efficiently, additional concrete repair and replacement for curb, gutter and crosswalks between the two buildings was added to the scope of the plaza project to prepare for the asphalt overlay.

These additional costs will be offset with PW&U completing the asphalt overlay for the new parking spaces and road alignment that was originally in the plaza budget. Staff will work together to coordinate the two projects and ensure that the asphalt overlay is completed seamlessly with the plaza renovation and minimize cost and impact on visiting citizens and business people as well as on City Council and Staff. In addition, the Building, Operations and Maintenance Division had the site reviewed for ADA (Americans with Disabilities Act) accessibility. The project scope was expanded to include ramps around the site along with a long truncated dome between the Public Safety Center and City Hall. The entrance median from 92<sup>nd</sup> Avenue improvements and funding were originally a separate project. The median improvements were incorporated into the plaza reconstruction along with the identified funds (\$71,000) from the Community Enhancement Program project.

When the project is completed and if there is remaining contingency funding, Staff recommends purchasing the needed amenities for the site (trash cans, ash trays, benches, and tables). Staff does not anticipate the cost for those amenities to be more than \$50,000 and will solicit bids per City policy. However, if City Council chooses to eliminate the contingency from the overall budget, Staff will wait to purchase the amenities at a later date when funding is available.

Staff also wanted to bring to City Council's attention that two projects (City Hall plaza reconstruction and Council Chamber Room renovation) will be going on at City Hall over the four month period. The construction of these projects will overlap and bring some scheduling challenges, including staging areas for contractors, parking, pedestrian access to/from City Hall and the Public Safety Center, and parking for training needs. Weather delays should also be expected throughout the proposed schedule. Staff is currently working together on a variety of ways to communicate to the public and Staff what will be taking place at City Hall over the next several months. Permission has been granted from Grace Community Church to use their parking lot throughout the construction project. Staff will be working with the Communication and Outreach Division to help identify issues and provide information to City Hall and Public Safety Center guests and Staff throughout the construction process.

This project applies to the strategic goals of Financially Sustainable Government Providing Excellence in City Services and East of Mobility by staying within the budget originally approved by City Council, allowing the use of the plaza for another 30 plus years, providing better access/mobility to both of the City Hall plaza and the Public Safety Center entrances and by adding ADA crossing identifiers.

Respectfully submitted,

Donald M. Tripp  
City Manager

Attachment - Site Plan

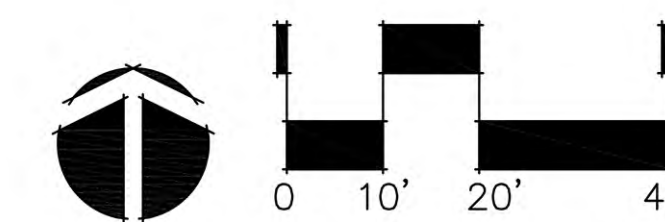


- PROPOSED WALL
- OUTDOOR SEATING AREA WITH TABLES AND SEATS, SHADE, ORNAMENTAL XERIC PLANTINGS, AND WI-FI CONNECTION
- EXISTING ARCADE TO BE REPAIRED
- FLUSH PLANTERS - WITH LOW PERENNIALS AND SMALL ORNAMENTAL SHADE TREES (TYP.)
- EXISTING EMPLOYEE SIDE ENTRANCE
- MODIFIED ENTRY DRIVE ISLAND
- REALIGNED ENTRY DRIVE AND DROP-OFF
- SEATING AND DROP-OFF AREA
- NEW CONCRETE PAVEMENT/ADA ACCESSIBLE BUILDING ENTRANCE
- NEW ICE MELT SYSTEM LIMITS (TYP.)
- RAISED PLANTER WITH GRASSES AND / OR PERENNIALS
- NEW PLAZA PAVEMENT: COLORED/TEXTURED CONCRETE WITH DECORATIVE JOINTS
- EXISTING EMPLOYEE SIDE ENTRANCE
- RELOCATED UTILITY DROP BOX
- NEW ADA PARKING
- NEW PULL-IN VISITOR PARKING (TYP.)
- EXISTING VISITOR PARKING
- EXISTING TREE (TYP.)
- PROPOSED TREE (TYP.)
- EXISTING CLOCK TOWER
- EXISTING ART PEDESTAL
- EXISTING WALL
- RELOCATED FLAGPOLES (TYP.)
- EXISTING WALL
- NEW ADA AND VISITOR PARKING
- RELOCATED VOTER DROP BOX
- NEW CONCRETE SIDEWALK
- FLUSH PLANTER WITH ORNAMENTAL XERIC PLANTINGS

# WESTMINSTER CITY HALL

## PRELIMINARY MASTER PLAN

November 3, 2015







Agenda Item 8 J

Agenda Memorandum

City Council Meeting  
May 9, 2016



**SUBJECT:** Second Reading of Councillor’s Bill No. 16 re Early Appropriation of FY2015 Carryover into FY2016

**Prepared By:** Barbara Opie, Deputy City Manager  
Steve Smithers, Deputy City Manager

**Recommended City Council Action**

Pass Councillor’s Bill No. 16 on second reading, appropriating part of the FY2015 carryover funds into the FY2016 budgets of the General, General Capital Improvement, and Sales & Use Tax Funds.

**Summary Statement**

- City Council action is requested to pass the attached Councillor’s Bill on second reading, which authorizes early carryover, appropriating FY2015 carryover funds into the FY2016 budgets of the General and General Capital Improvement (GCIF) Funds as proposed in the Background Information section.
- Total funding of \$6,460,298 is recommended to be appropriated early for the items in the April 25 Agenda Memorandum from higher than originally projected revenues in the Sales and Use Tax Fund collected in 2015. Funds totaling \$175,298 for the new 2.75 full-time equivalent (FTE) and 4.0 FTE reclassifications City Council approved on March 14 in Community Development and the City Manager’s Office are recommended at this time. In addition, \$300,000 is proposed to be transferred from the Sales and Use Tax Fund to the WEDA Fund for the WURP City Participation Project associated with the efforts surrounding the Downtown Westminster redevelopment project. Finally, six Capital Improvement Program (CIP) projects in the amount \$5,985,000 are recommended to be funded through early appropriation of FY2015 carryover.
- This Councillor’s Bill was passed on first reading on April 25, 2016.

**Expenditure Required:** \$6,460,298

**Source of Funds:** FY2015 Carryover from the Sales and Use Tax Fund

Respectfully submitted,

Donald M. Tripp  
City Manager

BY AUTHORITY

ORDINANCE NO. **3831**

COUNCILLOR'S BILL NO. **16**

SERIES OF 2016

INTRODUCED BY COUNCILLORS  
**Pinter, De Cambra**

**A BILL  
FOR AN ORDINANCE AMENDING THE 2016 BUDGETS OF THE GENERAL, SALES AND  
USE TAX, AND GENERAL CAPITAL IMPROVEMENT FUNDS, AND AUTHORIZING A  
SUPPLEMENTAL APPROPRIATION FROM THE 2016 ESTIMATED REVENUES IN THE  
FUNDS**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2016 appropriation for the General, Sales and Use Tax, and General Capital Improvement Funds initially appropriated by Ordinance No. 3737 is hereby increased in aggregate by \$12,620,596. This appropriation is due to the appropriation of 2015 carryover.

Section 2. The \$12,620,596 increase shall be allocated to City Revenue and Expense accounts as described in the City Council Agenda Item 10F dated April 25, 2016 (a copy of which may be obtained from the City Clerk) amending City fund budgets as follows:

General Fund	\$175,298
Sales & Use Tax Fund	6,460,298
General Capital Improvement Fund	<u>5,985,000</u>
Total	<u>\$12,620,596</u>

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

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 25<sup>th</sup> day of April, 2016.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 9<sup>th</sup> day of May, 2016.

ATTEST:

\_\_\_\_\_  
Mayor

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



**Agenda Memorandum**

City Council Meeting  
May 9, 2016



**SUBJECT:** Resolution No. 19 Appointing Members to Boards and Commissions and Filling Vacancies

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

**Recommended City Council Action**

Adopt Resolution No. 19 appointing seven members whose terms of office will expire on December 31, 2016, and six members whose terms of office will expire on December 31, 2017, to the Inclusivity Board; and appointing regular and alternate members, where applicable, to the Election Commission, the Human Services Board, the Parks, Recreation, Libraries, and Open Space Advisory Board, the Historic Landmark Board, and the Personnel Board.

**Summary Statement**

- City Council action is requested to appoint citizens serving as inaugural members of the newly created Inclusivity Board, staggering terms of those members to end in odd-numbered and even-numbered years as required by the Westminster Municipal Code (W.M.C.) 2-1-1(E)(4).
- City Council action is requested to appoint alternate and regular members where vacancies exist on the aforementioned Boards and Commissions.
- Interviews for Boards and Commissions openings were conducted on Saturday, March 19, 2016, and Saturday, March 26, 2016. Previously interviewed applicants from the 2015 recruitment process who remained eligible were contacted to determine interest and willingness to serve in 2016.

**Expenditure Required:** \$0

**Source of Funds:** N/A

**Policy Issue**

Does City Council want to appoint 13 inaugural members to the Inclusivity Board and fill vacancies of regular and alternate members on other Boards and Commissions as listed?

**Alternative**

None identified.

**Background Information**

If the attached resolution is adopted, the inaugural members of the newly created Inclusivity Board will be appointed to staggered terms, with seven members' terms expiring on December 31, 2016, and six members' terms expiring on December 31, 2017. The staggered terms are a requirement of the W.M.C., 2-1-1(E)(5). The seven members whose terms will expire this year will be Beverly Bishop, Richard Chamberlain, Sunnie Gist, Laurette Evora, Seth McGinnis, Erika Wey, and Stefanie Cowan. The six members whose terms will expire in 2017 will be Kelly Wiedemer, Justin Davis, Donna Johnson, Esther Ramirez, Donna Alengi, and Angie Lynn O'Brien. Members whose terms end in 2016 will be contacted during the Boards and Commissions appointment process this fall to see if they wish to be considered for reappointment.

The attached resolution would also appoint David Armstrong to a two-year term to the Election Commission, which will expire December 31, 2017.

The attached resolution provides for filling four vacancies that exist on the Parks, Recreation, Libraries and Open Space Board. Dennis White will be transferring as a current member of the Human Services Board, with the three other vacancies being filled by Wayne East, Christopher Fowler, and Mark Harris. Christopher Fowler and Mark Harris will be filling unexpired terms that will expire December 31, 2016. The terms of Dennis White and Wayne East will expire December 31, 2017.

The transfer of Dennis White from the Human Services Board leaves a vacancy that will be filled by Ricky Babrielson, whose term will also expire on December 31, 2017.

The alternate member vacancy on the Historic Landmark Board is proposed to be filled by James Browning. His term of office will expire December 31, 2017.

The vacancy in the second alternate position on the Personnel Board is proposed to be filled by Tracie Shoe, with her term of office expiring on December 31, 2017.

Letters congratulating City Council's appointees for Boards and Commissions will be sent out should the attached resolution be adopted. In addition, appointees will be given pertinent information on their respective board or commission, including the names of their City Council and Staff Liaison, meeting schedules, and the length of their respective terms of office.

The citizens volunteering to serve on the City's Boards and Commissions play important roles in helping the City reach its strategic goals. Working in coordination with City Council and Staff, the member contributions assist the City to achieve Visionary Leadership, Effective Governance and Proactive Regional Collaboration; Vibrant, Inclusive and Engaged Community; Beautiful, Desirable, Safe and Environmentally Responsible City; Dynamic, Diverse Economy; Financially Sustainable Government Providing Excellence in City Services; and Ease of Mobility.

Respectfully submitted,

Donald M. Tripp  
City Manager

Attachment – Resolution

RESOLUTION

RESOLUTION NO. 19

INTRODUCED BY COUNCILLORS

SERIES OF 2016

**A RESOLUTION  
FOR CITY OF WESTMINSTER BOARD AND COMMISSION APPOINTMENTS**

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

WHEREAS, City Council conducted interviews with eligible candidates on Saturday, March 19, 2016, and Saturday, March 26, 2016.

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

Section 1. The following seven individuals are hereby appointed inaugural members of the City of Westminster Inclusivity Board with terms of office to expire December 31, 2016.

<b>BOARD/COMMISSION</b>	<b>NAMES OF APPOINTEES</b>
Inclusivity	Beverly Bishop Richard Chamberlain Sunnie Gist Laurette Evora Seth McGinnis Erika Wey Stefanie Cowan

Section 2. The following six individuals are hereby appointed inaugural members of the City of Westminster Inclusivity Board with terms of office to expire December 31, 2017.

<b>BOARD/COMMISSION</b>	<b>NAMES OF APPOINTEES</b>
Inclusivity	Kelly Wiedemer Justin Davis Donna Johnson Esther Ramirez Donna Alengi Angie Lynn O'Brien

Section 3. The following appointment of a member is made to fill a vacancy in regular membership created by a resignation with a term of office to expire December 31, 2017:

<b>BOARD/COMMISSION</b>	<b>NAMES OF APPOINTEES</b>
Election Commission	David Armstrong
Human Services Board	Ricky Babrielson
Parks, Recreation, Libraries and Open Space	Dennis White Wayne East

Section 4. The following appointment of a member is made to fill a vacancy in regular membership created by a resignation with a term of office to expire December 31, 2016:

<u>BOARD/COMMISSION</u>	<u>NAMES OF APPOINTEES</u>
Parks, Recreation, Libraries and Open Space	Christopher Fowler Mark Harris

Section 5. The following appointment is made to fill a vacancy of an alternate membership with a term of office to expire December 31, 2017.

<u>BOARD/COMMISSION</u>	<u>NAMES OF APPOINTEE</u>
Historic Landmark Board	James Browning
Personnel Board	Tracie Shoe

PASSED AND ADOPTED this 9th day of May, 2016.

ATTEST:

\_\_\_\_\_  
Mayor

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

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
City Attorney



**Agenda Item 9 B**

**Agenda Memorandum**

City Council Meeting  
May 9, 2016



**SUBJECT:** Metro Wastewater Reclamation District Board of Directors Re-Appointment

**Prepared By:** Max Kirschbaum, Director of Public Works and Utilities

**Recommended City Council Action**

Reappoint Curtis Aldstadt to the Metro Wastewater Reclamation District's Board of Directors, with a term of office effective through June 30, 2018.

**Summary Statement:**

Council action is requested to reappoint Curtis Aldstadt to the Metro Wastewater Reclamation District Board of Directors. Mr. Aldstadt has represented the City of Westminster on the Metro Board of Directors since April 12, 1999.

The Metro District Bylaws and State Statute require that in order to become a member of the Board of Directors, one must live both within the member municipality and the Metro Wastewater Reclamation District service area.

The recommendation of Staff is to reappoint Curtis Aldstadt, a City resident and business owner who has worked very closely with the Department of Public Works and Utilities on a number of key issues and has represented Westminster's interests on the Board with competence, dedication, and professionalism. This will be the final reappointment for Mr. Aldstadt, and Staff recommends using this term as a transition opportunity to prepare Stephen Gay, Utilities Operations Manager, Public Works and Utilities Department, to assume this responsibility in 2018.

**Expenditure Required:** \$0

**Source of Funds:** N/A

**Police Issue**

Metro Wastewater Reclamation District policy requires the elected body of each connector jurisdiction to appoint Board of Director representatives to the District governing board. Does Council wish to reappoint Mr. Aldstadt or consider other candidates?

**Alternatives**

City Council could appoint a City employee who resides within the specified geographic area. Due to the complexity of the issues, and in recognition of the value to the City of Mr. Aldstadt continuing to represent the City on the Board, this alternative is not recommended at this time.

City Council could ask Staff to solicit additional names of interested citizens and business owners who may wish to represent the City on the Board. Due to the complexity of the issues, and in recognition of the value to the City of Mr. Aldstadt continuing to represent the City on the Board, this alternative is not recommended at this time.

**Background Information**

The Metro Wastewater Reclamation District treats approximately 40 percent of the total wastewater generated in Westminster, with the District serving the area south of approximately West 97th Avenue.

In the 17 years since Mr. Aldstadt's initial appointment to the Metro Wastewater Reclamation District Board of Directors, he has kept City Staff well informed of activities occurring and issues arising at the Metro District. Mr. Aldstadt is involved with the Department of Public Works and Utilities on a number of projects, is experienced in the water and wastewater industry, and has previously chaired the Metro Wastewater Reclamation District Board. Mr. Aldstadt is an engaged, experienced and willing citizen who has represented the City very well on the Metro Wastewater Reclamation District Board for the past 17 years.

The Metro Wastewater Reclamation District Board of Directors meets at 5:30 p.m. on the third Tuesday of each month. In addition, all Board Members serve on one operations committee, which meets monthly either in the morning or at noon. Mr. Aldstadt is currently on the Operations Committee.

The re-appointment of Mr. Aldstadt supports Council's goals of a Financially Sustainable Government Providing Excellence in City Services and Vibrant, Inclusive and Engaged Community.

Respectfully submitted,

Donald M. Tripp  
City Manager





## Agenda Item 9 C

### Agenda Memorandum

City Council Meeting  
May 9, 2016



**SUBJECT:** Resolution No. 20 Designating the Fire Chief as the Designated Emergency Response Authority

**Prepared By:** Greg Moser, Emergency Management Coordinator

### Recommended City Council Action

Adopt Resolution No. 20 appointing the Fire Chief as the City's Designated Emergency Response Authority for hazardous materials incidents.

### Summary Statement

- The purpose of adopting the resolution to establish a Designated Emergency Response Authority (DERA) is to bring the City into compliance with Colorado Revised Statute 29-22-102.
- Colorado Revised Statute 29-22-102 requires the appointment of a DERA for hazardous materials incidents.
- The appointment of the Fire Chief as the DERA for hazardous materials incidents will align this function with Fire Department responsibilities.

**Expenditure Required:** \$0

**Source of Funds:** N/A

**Policy Issue**

Does City Council want to appoint the Fire Chief as the DERA as recommended by Staff and as required by State statute?

**Alternative**

City Council could choose not to appoint a DERA.

**Background Information**

Colorado Revised Statute (CRS) 29-22-102 requires cities to have a DERA. This statute provides certain authorities and protections needed for the management of hazardous materials incidents and the management of associated costs. Designating the Fire Chief as the DERA will clearly assign this responsibility for the effective management of hazardous materials incidents.

Approval of this recommendation will enhance our efforts to ensure safety for the City's citizens and the protections provided by State statute when dealing with hazardous materials incidents.

Hazardous materials incident are a critical concern for all communities. This resolution ensures the clarity of hazardous material incident management and the management of their consequences. Formal adoption of this resolution is recommended.

This action would address the City Council Strategic Plan goal of "Visionary Leadership, Effective Governance and proactive Regional Collaboration" by clearly identifying the Fire Chief as the City of Westminster's Designated Emergency Response Authority for hazardous materials incidents.

Respectfully submitted,

Donald M. Tripp  
City Manager

Attachment: Resolution

RESOLUTION

RESOLUTION NO. 20

INTRODUCED BY COUNCILLORS

SERIES OF 2016

A RESOLUTION FOR THE ESTABLISHMENT OF A DESIGNATED EMERGENCY RESPONSE AUTHORITY (DERA)

WHEREAS, the City Council of the City of Westminster, Colorado, does hereby find as follows:

WHEREAS, the presence of hazardous substances at fixed sites and on the roads and rail systems in and passing through the City pose a potentially significant danger to the citizens, property and environment of the City; and

WHEREAS, an awareness of the amounts, types and locations of hazardous substances within the City is essential for the preparedness and safety of our citizens and first responders; and

WHEREAS, the current designation of the City Manager as the emergency response authority for hazardous substance incidents does not reflect the best alignment of duties and responsibilities; and

WHEREAS, Section 29-22-102, C.R.S., requires that each jurisdiction provide for a designated emergency response authority (DERA) that is responsible for providing and maintaining the capability for emergency response to a hazardous substance incident occurring within its jurisdiction; and

WHEREAS, the DERA may enter into agreements with public and private entities for hazardous substance emergency response services; and

WHEREAS, the DERA has authority to seek reimbursement for reasonable, necessary, and documented costs of emergency response from parties with the care, custody and control of hazardous substances at the time of the incident; and

WHEREAS, the City is required to annually report the identity of the DERA to the Colorado State Patrol.

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

- 1. That the Fire Chief shall be the Designated Emergency Response Authority (DERA) for the City of Westminster.

PASSED AND ADOPTED this 9th day of May, 2016.

\_\_\_\_\_  
Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

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

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



Agenda Memorandum

City Council Meeting  
May 9, 2016



**SUBJECT:** Councillor’s Bill No. 17 re Zagster INC Master Service Agreement, Sole Source Purchase over \$50,000 and Supplemental Appropriation of Bike Share Revenue

**Prepared By:** Justin Cutler, Recreation Services Manager

**Recommended City Council Action**

1. Pass Councillor's Bill No. 17 on first reading providing for a supplemental appropriation of funds to the 2016 budget of the General Fund.
2. Based on the report and the recommendation of the City Manager, determine that the public interest will be best served by accepting the sole bid from Zagster INC for the provision of Bike Share Services for 2016 in the amount not to exceed \$82,750, and authorize a contingency amount of \$30,000, for a total 2016 authorized expenditure not to exceed \$112,750 with the option for two additional one-year renewal for 2017 and 2018, contingent upon approval of Councillor’s Bill No. 17 on second reading.

**Summary Statement**

- The Westminster Municipal Code requires City Council to authorize all sole source purchases over \$50,000.
- In support of the City Council Strategic Plan, Staff identified a community bike share program as a means of providing additional transportation options to increase connectivity and promote active transportation for Westminster.
- Over the course of the last year, the Parks, Recreation and Libraries Staff has reviewed several service providers that facilitate bike share services and found Zagster INC to offer the best service, bicycle selection, and pricing.
- The initial launch will include the following station locations for a total cost not to exceed \$82,750:
  1. St. Anthony North Hospital (6 Cruisers, 2 Hand Cycles, 2 Tricycles)
  2. City Park Fitness Center (4 Cruisers, 1 Hand Cycle, 1 Tricycle)
  3. Ice Centre (8 Cruisers)
  4. Marriott (8 Cruisers)
  5. Westminster Station (6 Cruisers, 2 Tricycles)
- An additional \$30,000 in contingency is requested, bringing the total authorized expenditure to \$112,750, to cover a potential of three additional stations being added in 2016 currently under negotiation.

**Expenditure Required:** \$112,750

**Source of Funds:** General Fund - Parks, Recreation and Libraries Department Recreation Programs operating budget

### **Policy Issue**

- Should the City provide active alternative transportation options for residents and visitors?
- Should City Council waive formal bidding requirements and approve the sole source agreement with Zagster INC for the provision of bike share services?

### **Alternative**

- Do not approve the sole source contract with Zagster INC and direct Staff to conduct a formal bidding process. This is not recommended as Staff has conducted extensive research on bike share providers and came to the conclusion that there is only one company providing the desired level and quality of service at this time.

### **Background Information**

Mobility alternatives are important to urban centers. Bicycle programs provide a fun, low-cost, low-impact alternative option for transportation. Great bicycle programs, such as the program Westminster is pursuing, create not only a meaningful mode of transportation, but create a destination activity through ease of access to our great City. With over 110 miles of trails, enjoyable weather, connection to nature, incredible views, and unique destinations, a bike share program already has a great foundation for success in Westminster.

In 2014, the City of Westminster and the Westin discussed the possibility of deploying a bike share program similar to B-Cycle in Denver and Boulder, Colorado. Upon researching the options available at the time, the City determined that the cost of providing the service was prohibitive.

In 2015, the Marriott of Denver, located at Church Ranch, and the Westminster Chamber of Commerce, requested a bike share program for the local hotels in order to activate our trails and provide an additional amenity for our visitors and business travelers. The City reviewed the request and re-evaluated the options for bike share services.

During our review, the Recreation Division evaluated the following companies:

- Sobi Bikes
- B-Cycle
- Motivate
- Next Bike
- Zagster

Sobi Bikes, B-Cycle, Motivate, and Next Bike, all offer similar styles of bikes and differ on price and who is required to manage/maintain the program. With Sobi, the City would be required to manage, maintain, and balance the bicycles. B-Cycle, Motivate, and Next Bike, would manage the system, but users are limited to where they can park the bicycles, the types of bicycles available to them, and the number of bicycles that are required to be purchased in order to launch the program. In addition, the City evaluated the option of combining our program with Denver or Boulder, but we did not receive a positive response from either program. Along with our evaluation, the City of Fort Collins, Colorado, evaluated several bike share options and selected Zagster INC to provide bike share services for their community.

Based on Staff research and in talking with other communities that are working with Zagster INC, Staff believe that Zagster INC provides the best option. They offer the most flexibility, the best pricing, and the bicycles meet our desired inclusivity goals. For reference, the Zagster program in Cleveland, OH, is highlighted in a video that features the benefits Zagster: <https://www.youtube.com/watch?v=bljp1Lfy1YM>

After the conclusion of Staff research, we presented our options and recommendations to the Parks, Recreation, Library, and Open Space (PRLOS) Advisory Board and potential location partners. The Board was excited to see

this opportunity move forward in Westminster and they provided \$30,000 from Community Enhancement Funds towards phase one implementation. Each of the members has expressed their excitement and full support for the bike share program. Our location partners, included in our phase one launch fully support and agree with our recommendation and findings presented below.

**Flexibility:** Zagster stations will have a minimum of five bicycles and is only limited in quantity by the space available and demand at the site. The number of stations throughout our network can vary as well. For example Hastings, MN has one location. With our initial launch, we are proposing five stations strategically placed throughout the City to provide various destination choices.

**Pricing:** The standard bicycle cost \$150 per month, or \$1,800 per year, and includes maintenance (every other week), website, application support, credit card processing, insurance, 24/7 customer service support, marketing support, sponsorship support, and rebalancing of the bicycle program. The City will generate \$0.97 per \$1.00 spent by riders. This includes hourly rental fees and monthly memberships. The hourly fee for a bicycle rental will be \$3 per hour, up to \$24 per ride. Monthly membership will be \$15 billed monthly and will include rides under an hour for free (additional time is billed at \$3/hour). Annual membership will be \$75 and include rides under an hour for free. During the first year, the City anticipates to generate \$10,000 in use fees.

**Bicycle Options:** Zagster is the only vendor that currently provides options for individuals of varying abilities. This was one of the key factors in selecting a vendor as the City grows efforts in inclusivity. Through Zagster, the City will be able to provide a variety of bicycles from tricycles for individuals with balance issues, to hand cycles for individuals with lower body impairments, in addition to standard bicycles (cruisers). All of these options can be used on our hard and soft surface trails.

**Sponsorships:** In addition to user fees, the City is soliciting sponsorships for stations and for bicycles. A station sponsorship investment is \$9,000 per year and includes branding on the station and five (5) bicycles with basket branding. Individual bicycle sponsorship investment is \$1,800 per year and includes bicycle basket branding. St. Anthony North Hospital has made a two-year commitment to be our presenting sponsor. The Marriott and the Ice Centre have both agreed to be station sponsors as well.

**Station Locations:** When selecting station locations, Staff considered the following criteria:

*Ease of deployment:* Willing property owner and/or committed sponsor.

*Access to the trail network:* The location provides easy access to our trail network.

*Adjacent to transit node:* The station is located adjacent to complimentary transit options.

*Connectivity:* The station is located at a location that is complimentary to the other locations.

The City has successfully negotiated agreements with the following locations and execution is contingent upon City Council approval.

1. St. Anthony North Hospital (6 Cruisers, 2 Hand Cycles, 2 Tricycles)
2. City Park Fitness Center (4 Cruisers, 1 Hand Cycle, 1 Tricycle)
3. Ice Centre (8 Cruisers)
4. Marriott (8 Cruisers)
5. Westminster Station (6 Cruisers, 2 Tricycles)

For the initial launch, we are offering a variety of bicycle options to determine future station bicycle mix. During the first year, we will evaluate the system for efficiency and bicycle selection. We are also working with the Public Works and Utilities Department through their connectivity study to determine future locations.

In addition to the initial launch, the City is actively working with the Butterfly Pavilion, 36 Commuting Solutions, and other potential partners for station locations and sponsorships. Staff is currently in negotiations for three additional stations but are not confirmed at this time. However, in efforts to avoid delaying this contract moving forward, Staff is seeking financial authority within the contract approval by City Council to be able to add these sites upon successful negotiations this year. As the future downtown and Westminster Station develop, we also

envision several locations to support our vibrant urban centers with a variety of transportation options including a bike share program.

The sponsorships are offsetting the initial startup and ongoing costs of this program. As such, Staff is requesting a supplemental appropriation to amend the 2016 General Fund budget with the anticipated sponsorship revenue to offset the majority of the program costs. Should the additional three locations come to fruition, Staff will return with additional supplemental appropriations if appropriate.

REVENUE/EXPENDITURE DETAIL BY FUND

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

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Bike Share	1000.41030.0536	\$0	<u>\$69,000</u>	\$69,000
Total Change to Revenues			<u>\$69,000</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Contract Svcs Bike Share	10050760.67800.0536	\$0	\$69,000	\$69,000
Total Change to Expenses			<u>\$69,000</u>	

This action supports the City Council’s Strategic Plan Goals to create a “Beautiful, Desirable, Safe and Environmentally Responsible City” by providing alternative active transportation options that support the use of our trails and connect our neighborhoods. “Ease of Mobility” is supported by providing visitors and resident additional options for connecting to their destination.

Respectfully submitted,

Donald M. Tripp  
City Manager

Attachments:  
Councillor’s Bill No. 17  
Master Service Agreement  
Order of Products

BY AUTHORITY

ORDINANCE NO. **3832**

COUNCILLOR'S BILL NO. **17**

SERIES OF 2016

INTRODUCED BY COUNCILLORS

---

**A BILL  
FOR AN ORDINANCE AMENDING THE 2016 BUDGETS OF THE GENERAL FUND AND  
AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2016 ESTIMATED  
REVENUES IN THE FUND**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2016 appropriation for the General Fund initially appropriated by Ordinance No. 3737 is hereby increased in aggregate by \$69,000. This appropriation is due to funds secured for the 2016 Bike Share Program.

Section 2. The \$69,000 increase shall be allocated to City Revenue and Expense accounts as described in the City Council Agenda Item 10A dated May 9, 2016 (a copy of which may be obtained from the City Clerk) amending City fund budgets as follows:

General Fund	<u>\$69,000</u>
Total	<u>\$69,000</u>

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

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 9<sup>th</sup> day of May, 2016.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 23<sup>rd</sup> day of May, 2016.

ATTEST:

\_\_\_\_\_  
Mayor

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





ATTACHMENT I  
TO  
ZAGSTER, INC. ORDER FORM

**Master Services Agreement**

This term (the “**Term**”) of this Master Services Agreement shall be as set forth in the Order Form between the parties dated as of the Effective Date (the “**Order Form**”).

**Schedule A**

**Zagster Services and Fees**

1. **Description of Zagster Service.** During the term of this Agreement, Zagster will provide to Company the following (collectively, the “Zagster Service”):
  - a. The Zagster Bicycles set forth in Section 5 below and the right for Users to access and use the Zagster Bicycles as described in Section 9 below.
  - b. A Site Survey to determine the Locations and Launch Date.
  - c. A license to use Zagster’s proprietary bicycle rental management software (the “Zagster Software”) and accompanying user information (the “Documentation”) pursuant to Section 7 below.
  - d. Routine maintenance on the Zagster Bicycles to address usual and customary wear and tear maintenance on the Zagster bicycles as described in more detail in Section 8 below. Company acknowledges that routine maintenance does not cover abuse, theft, vandalism, accident and/or similar issues while the bicycles are not in use by Users unless Company has elected to include such coverage and has paid the applicable fees set forth in Section 5 below.
  - e. Automated locks and bicycle racks to be used with the Zagster Bicycles, subject to payment of the one time fee described in Section 4 below.
  - f. Zagster marketing materials (the “Zagster Marketing Materials”).
  - g. Zagster customer services for Users as they are generally commercially available from time to time.
  
2. **Term of Agreement; Exclusivity.** The initial term of this Agreement will commence on the date as set in the Order Form and, unless terminated earlier in accordance herewith, will continue for the period listed in the order form from the Launch Date. This Agreement will automatically renew for successive 12 month periods unless either party gives the other written notice of termination at least thirty (30) days prior to the end of the then-current term. During the term of this Agreement, Company agrees that Zagster shall be the only bicycle sharing and/or bicycle rental service promoted and used by Company. Unless otherwise mutually by the parties in writing, Zagster will not increase the fees payable hereunder for any renewal term.
  
3. **Launch Date; Site Survey.** Company acknowledges and agrees that Zagster may perform a survey of the site where Company desires that the Zagster Bicycles be installed. Zagster will perform this survey promptly after the Effective Date and the parties will mutually agree on the location of installation and the date the Zagster Service will be launched at that location. For purposes hereof, the “Launch Date” means the date on which the Zagster Service is fully implemented for Company at the first launch Location. The launch of the Zagster Service on the Launch Date is subject to both Zagster and the Company fulfilling all of their obligations under this Agreement which are required to be fulfilled to enable Zagster to launch the Zagster Service, including without limitation payment of the one-time fee set forth in Section 4 below. Promptly after the Launch Date, Zagster will provide Company with a Launch Notification Form, which will inform Company of the mutually agreed to initial installation Location and the Launch Date. Additional Locations or Bikes may be added from time to time by mutual written agreement of the parties).

**[Remainder of page intentionally left blank]**

4. **One Time Fees.** Company will pay to Zagster non-refundable one-time fees in the amounts described in the Order Form to set-up and install the Zagster Bicycles at the locations set forth in the Launch Notification Form (the "Locations") and for such other materials as may be mutually agreed to by the parties and set forth in the Order Form. The Company will pay the one-time fees to Zagster on or before the Launch Date.
5. **Recurring Fees and Number of Zagster Bicycles.** During the Term, Zagster will provide the number of bicycles ("Zagster Bicycles") at the Locations set forth in the Launch Notification Form as set forth in the Order Form. The number of Zagster Bicycles may be increased, with a corresponding increase in the Recurring Fees to be paid by Company, by mutual written agreement of the parties.

**Recurring Fees Payment Terms:** Payment terms are described in the Order Form.

6. **Marketing.** Zagster will provide to Company (a) a Zagster Account Manager and (b) the Zagster Marketing Materials to promote Zagster's bike sharing program. In addition, Zagster will provide the Company with Zagster's standard signage (the "Zagster Signage") at or adjacent to all Zagster locations at the locations set forth in the table above (the "Locations"). Prior to the Launch Date, Zagster will also provide the Company's marketing contact with training on the Zagster Service and the use of the Zagster Software. This training may be provided on site or online at Zagster's discretion.
7. **License Grant.** Subject to the terms and conditions of this Agreement and payment of the fees described herein, Zagster hereby grants Company a non-exclusive, non-transferable license in the United States for the term of this Agreement to access and use the Zagster Software as hosted by Zagster and the related Documentation solely for Company's management of the Zagster Bicycles at the Locations. Company may not redistribute or permit third parties to access or use the Zagster Software. Company agrees to maintain the security and confidentiality of the user names and passwords provided by Zagster to the Company in connection with Company's use of the Zagster Software. Except for the rights granted to Company in this Section, all right, title and interest in and to the Zagster Software and the Documentation, including without limitation all intellectual property embodied therein, shall remain exclusively in Zagster. The license granted hereunder includes no rights in or to the source code versions of the Zagster Software or to the object code version of the Zagster Software, other than to the object code version as hosted by Zagster. Neither Company nor its employees shall attempt to reproduce, copy, disassemble, alter, decompile or otherwise reverse engineer or modify or create derivative works of the Zagster Software in any way. Neither Company nor its employees shall make access to the Zagster Software available to others in connection with a service bureau, application service provider, or similar business, nor permit anyone else to do so.
8. **Maintenance Services.** Zagster will provide the following maintenance services (the costs of which will be included in the Recurring Fees as outlined in Section 5 above) with respect to the Zagster Bicycles (the "Maintenance Services"):
  - a. Zagster maintenance personnel will visit each of the Locations on a regular basis, no less than 26 times annually, to inspect the Zagster Bicycles and perform the following maintenance services on the Zagster Bicycles: (i) replace worn tires, (ii) replace worn drive train components, (iii) clean and lube drive train components, and (iv) general cleaning.
  - b. Zagster will, at Zagster's sole option, either replace or fully refurbish the Zagster Bicycles as reasonably necessary, but no less frequently than every three years from the Launch Date.
9. **Zagster Membership**
  - a. Generally. Each person that has been authenticated by Zagster and is a Zagster member in good standing shall be eligible to use the Zagster Bicycles (a "User") at the usage rates set forth at [www.zagster.com](http://www.zagster.com) and subject to Zagster then current policies and procedures, including without limitation the terms and conditions of Zagster's member agreement. To become a Zagster member, a person shall complete Zagster's membership application and, if approved for membership by Zagster, shall enter into Zagster's member agreement in the form set forth at [www.zagster.com](http://www.zagster.com). Zagster may revise the membership application and member agreement, as well as membership fees, from time to time at its sole discretion. Zagster owns all right, title and interest in and to any and all information and data submitted to Zagster by Users and prospective users. Company will have the right to set the usage fees charged to Users for use of the Zagster Bicycles and Zagster will publish such rates to Users. Notwithstanding the foregoing, if Company is a hotel, Zagster agrees that Company's guests may use the Zagster Bicycles as Users without becoming a Zagster member provided that Company requires the User to sign Zagster's standard liability waiver in the form provided by Zagster to Company from time to time (the "Waiver") and Company shall retain the originally signed Waivers for a period of at least six (6) years from the date of each use by a User.
  - b. Payment of Membership and Usage Fees. Users shall be responsible for paying, via credit card, Zagster's annual membership fee, usage fees, and such additional fees and charges as set forth at [www.Zagster.com](http://www.Zagster.com), as adjusted from time to time in Zagster's sole discretion. All fees paid by Users will be processed by Zagster's third party credit card processor and Zagster will not receive, process, retain or maintain any credit card data. Zagster will share a portion of the usage fees actually collected from Users that use the Zagster Bicycles at the Locations with Company less usage fees which Zagster credits or reimburses the User (the "Net Usage Fees"). Within thirty (30) days from

the end of each calendar quarter during the Term, Zagster will remit to Company 93% of the Net Usage Fees and a report summarizing the calculation of Net Usage Fees. Zagster may offset against the Net Usage Fees any and all other amounts, fees, or charges due from Company to Zagster hereunder.

***[Remainder of page intentionally left blank]***

## Schedule B

### Company Obligations

1. **Generally.** During the term of the Agreement, Company will:

- (a) Permit Zagster personnel to access each Location, at mutually agreed dates and times, to perform a site survey, take pictures of the Location, and otherwise review and inspect the Location with Company personnel to determine a mutually agreed to area at each Location to install the Zagster Signage, Zagster Bicycles and Zagster bicycle racks.
- (b) Provide the required square footage, with depth of no less than 72" and width of no less than 30" per bike parking space, in a mutually agreed to area at each Location to enable Zagster to install the Zagster bicycle racks and Zagster Bicycles and provide the necessary additional space for any mutually agreed to increase in the number of Zagster Bicycles. In addition, Company agrees to receive shipments of the Zagster Bicycles and related materials and will store the Zagster Bicycles and related materials in a secure location until Zagster personnel arrive to install same. Company shall permit Zagster to dispose of shipping materials at the Locations and provide access to Company's trash and recycling facilities in connection with same.
- (c) Permit Zagster personnel to access each Location, at a mutually agreed to date and time, to set-up and install the Zagster Bicycles and Zagster Signage at the Locations, including installation of appropriate bicycle racks to be provided by Zagster, and to take pictures of the Zagster Bicycles as installed at each Location. Only upon its prior written authorization (which shall not be unreasonably withheld) will Company agree to allow Zagster to use the pictures for marketing Zagster Services.
- (d) Permit Zagster personnel to access the Locations during normal business hours Monday--Friday, or as may be otherwise required, to provide Maintenance Services. Company will provide Zagster with an appropriate number of parking passes to be provided to Zagster personnel to enable Zagster personnel to access the Locations without charge.
- (e) Keep all Locations where Zagster Bikes are stored clean and debris--free in substantially similar condition to the condition as of the Launch Date.

2. **Marketing.**

- (a) *Information.* Following the Effective Date, Company will provide to Zagster the information and materials required to implement the Zagster Service at the Company's Locations.
- (b) *Marketing Contact.* Company will assign and maintain an appropriate Company contact who will (i) have responsibility for all interactions with Zagster regarding matters covered by this Agreement, (ii) be reasonably accessible to Zagster during normal Company business hours, and (iii) use the Zagster Marketing Materials to promote the availability of Zagster Bicycles and/or work with Zagster to create relevant materials. Company acknowledges and agrees that the success of the program will depend on the level of marketing support provided by the Company. The marketing contact will be responsible for training Company's employees with respect to the Zagster Service and the Zagster Software
- (c) *Marketing Obligations.* Company's marketing contact will coordinate marketing opportunities with Zagster and will assist Zagster in marketing the Zagster Service to Users and prospective users. The Company may use the Marketing Materials for the sole purpose of marketing the Zagster Service to Users and prospective users. Further, if Company desires to create custom email communications or other marketing materials, Company may do so subject to Zagster's prior review and approval, which will not be unreasonably withheld or delayed. Zagster may provide any approvals required under this section via email. Zagster shall not distribute or publish any Marketing Materials contemplated under this Agreement, or otherwise make any public statements in any social forum or medium relating to this Agreement or referencing this arrangement with the Company without the prior written consent of the Company (which shall not be unreasonably withheld).

### **3. Zagster Bicycles.**

- (a) Company will use reasonable efforts to report any maintenance issues relating to Zagster Bikes or the Zagster Bike Racks or facility on Company premises. Such reasonable efforts by the Company will be construed only to mean a general visual inspection to look for flat tires, obvious and material cosmetic defects to the bicycles and/or racks, and graffiti. Zagster will respond to all maintenance issues reported by Company within seventy-two (72) hours.
- (b) At Zagster's request, unless Company has elected Damage Coverage, Company shall reimburse Zagster for the costs, including costs of labor, to replace and/or repair Zagster Bicycles (only if it is apparent that such Bicycles are vandalized, stolen or damaged while not in use by a User but not for normal or expected wear and tear due to routine usage nor for damage, vandalism, or Zagster Bicycles stolen while in use by a user), Zagster automated locks, and/or Zagster bicycle racks that have been vandalized, stolen, and/or damaged by accident or misuse or abuse. Zagster shall invoice Company for such costs on a regular basis and shall accompany the invoice with supporting documentation. Company shall pay such invoices within thirty (30) days of receipt.
- (c) Company will use its commercially reasonable best efforts to promptly remove all non--Zagster bicycles from the Zagster bicycle racks at the Locations.

***[Remainder of page intentionally left blank]***

## Schedule C

### Terms and Conditions

1. **Services; Relationship of the Parties.** Subject to the terms and conditions of this Agreement, Zagster will provide the Zagster Service set forth in Schedule A and Company will perform the obligations set forth on Schedule B. The relationship of the parties to this Agreement is solely that of independent contractors. Neither party will have any authority to contract with third parties on behalf of the other party or to expressly or impliedly represent that it has any such authority, to any person.
2. **Payment Terms.** Other than the One Time Fees, which shall be due and payable in accordance with Schedule A, all fees payable hereunder are due within 30 days from the date of Zagster's invoice. If Company fails to pay an invoice in a timely manner, Zagster will give Company written notice. If Company fails to make payment within 10 business days of Zagster's notice, then (a) Zagster will have the right to enter Company's property after Zagster notifies Company of its intention to remove its equipment during normal business hours and remove the Zagster Bicycles and Zagster bicycle racks, signage and any other Zagster materials, and Company will be liable for all fees, costs, and expenses actually incurred by Zagster in connection with such removal, and (b) interest will accrue on all amounts due from the original date due to the date paid, at the lesser of 12% per year or the highest rate permitted by applicable law. Company will pay all taxes or other governmental charges (including import duties) levied in connection with the Services.
3. **Insurance.** During the term of this Agreement, Zagster will maintain appropriate business and liability insurance protection covering its activities hereunder, and will name the Company as an additional insured on all such policies. Zagster shall provide proof of Company's additional insured status prior to being granted access to the Locations.
4. **Publicity.** Zagster may release a press release announcing the parties' relationship hereunder with the prior consent of Company, which shall not be unreasonably withheld. Unless otherwise expressly permitted in this Agreement, neither party will use the other party's name, logos, trademarks or service marks ("Marks") in any manner without the other party's prior written approval. Company must first expressly approve in writing any and all proposed uses of the Company's name, logos, trademarks and service marks (i) to, create marketing and advertising materials for Company to use to promote the Service to its employees and (ii) on Zagster's customer list which will be displayed on Zagster's website and in other publications. Each party consenting to use of its Marks hereunder shall remain the sole and exclusive owner of all right, title and interest in and to its Marks and the goodwill associated therewith. Upon termination of this Agreement, such use of the other party's Marks shall immediately cease.
5. **DISCLAIMER OF WARRANTIES.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, ZAGSTER MAKES NO WARRANTIES WITH RESPECT TO THE ZAGSTER SERVICE OR THE SUBJECT MATTER OF THIS AGREEMENT AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. NO WARRANTY IS MADE THAT THE ZAGSTER SERVICE WILL MEET COMPANY'S REQUIREMENTS.
6. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR INTERRUPTION OF BUSINESS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT WITH RESPECT TO COMPANY'S PAYMENT OBLIGATIONS AND EACH PARTY'S CONFIDENTIALITY OBLIGATIONS, NEITHER PARTY'S LIABILITY HEREUNDER WILL EXCEED THE FEES PAID AND PAYABLE FOR THE ZAGSTER SERVICE THAT IS THE SUBJECT OF THE CLAIM. COMPANY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION REPRESENT A REASONABLE ALLOCATION OF RISK THAT IS REFLECTED IN THE FEES PAID BY COMPANY. THE FOREGOING LIMITATION OF LIABILITY IS NOT INTENDED TO LIMIT EITHER PARTY'S LIABILITY FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
7. **Confidentiality; Suggestions.** Each party acknowledges that during the term of this Agreement the other party may disclose information, whether orally, visually, or in tangible form, that is proprietary and confidential to the disclosing party and is disclosed or marked as proprietary or confidential (hereafter "Confidential Information") and that the unauthorized disclosure of Confidential Information may cause irreparable harm to the disclosing party. Zagster acknowledges that Company's prospective user lists (if applicable) are proprietary to Company and Zagster will not use them, other than to provide Zagster Service hereunder, without Company's permission. Each party shall only use the Confidential Information to perform its obligations hereunder and will take all reasonable measures to safeguard and prevent the unauthorized disclosure of Confidential Information, but no less than the measures it takes to safeguard its own confidential information, including without limitation disclosing Confidential Information only to those of its employees with a need to know such information to perform their obligations hereunder and which have been advised of the confidential nature of the information and have agreed to protect the Confidential Information to the same extent as Company hereunder. The parties acknowledge that it will be impossible to measure the damages that would be suffered by one party if the other party fails to comply with the provisions of this Section 7 and that in the event of any such failure, such party will not have an adequate remedy at law and shall, therefore, be entitled, in addition to any other rights and remedies, to seek specific performance of the receiving party's obligations and to seek immediate injunctive relief with respect thereto.

Company may, from time to time, provide suggestions, techniques, know-how, comments, feedback or other input to Zagster with respect to the Zagster Service (collectively, "Suggestions"). Both parties agree that each Suggestion is and shall be given entirely voluntarily. Each Suggestion, even if designated as confidential by Company shall not, absent a signed, written agreement with Zagster, create an obligation of confidentiality for Zagster. Company agrees that it shall not give any Suggestion that is subject to license terms or restrictions that seek to require any Zagster technology, service, product or documentation incorporating or derived from such Suggestion, or any Zagster intellectual property, to be licensed or otherwise shared with Company or any third party. Furthermore, Company hereby assigns all right, title and interest in and to Suggestions to Zagster including without limitation all intellectual property rights therein, and will take any and all actions reasonably requested by Zagster to effect such assignment.

**8. Termination.**

- a. Company shall have a one-time right to terminate this Agreement, with such termination to be effective on the 60th day following the Effective Date, by providing written notice to Zagster at least ten (10) days prior to such 60th day. If Company does not exercise the foregoing right in accordance with the foregoing sentence, Company will have no further right to terminate this Agreement prior to the end of the term of Agreement and renewals thereof, as set forth in Schedule A, paragraph 2, other than in accordance with Section 8(b) below. Should Company exercise its right to terminate the Agreement by the 60th day following the Effective Date, Company shall be liable only for the One Time Fees and for the Recurring Fees for the number of months Company has subscribed to the Zagster Service (plus any number of days beyond the last full month the Agreement is in effect on a pro-rated basis).
- b. If either party breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of that breach from the other party, then the other party may terminate this Agreement effective as of the end of that period. The commitment of an act of bankruptcy (such as a giving general assignment for the benefit of creditors) or the filing of a bankruptcy petition will be deemed a breach if not vacated within thirty (30) days of filing. It is recognized that some breaches are not capable of cure, such as a cessation of business. With respect to any such incurable breach by a party, if it remains possible to give notice, then upon such written notice by the other party this Agreement will be deemed terminated. If it is not possible then this Agreement will be deemed to terminate automatically upon such breach. In addition, if Company has entered into this Agreement in its capacity as a multi-family property owner or management company, Company may terminate this Agreement with written notice to Zagster terminating this Agreement within 30 days of the consummation of a change of control of Company which results in the assignment of this Agreement to Company's successor.
- c. No termination for cause will be deemed a waiver of any claim for damages by the terminating party.
- d. Upon the termination of this Agreement, each party will promptly destroy or, on the other party's request, return all of the other party's Confidential Information, including all copies thereof. The payment and fee provisions of Schedule A shall survive any termination or expiration of this Agreement with respect to any unpaid fees due and owing hereunder. Sections 5, 6, 7, 8, and 9 of this Schedule C shall survive any termination or expiration of this Agreement.

- 9. Miscellaneous.** Each party represents and warrants to the other that it has the authority to enter into this Agreement and is not under any obligation to any third party that would conflict with this Agreement. This Agreement, including all of the Schedules hereto, is the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior and contemporaneous agreements and understandings, oral and written, between the parties with respect to the subject matter hereof. Additional or different terms in any purchase order or similar document will not modify or add to the terms of this Agreement unless mutually agreed in writing by the parties. This Agreement may be amended only by a written agreement between the parties. If one party fails to enforce any provision of this Agreement, such party will not be precluded from enforcing the same provision at another time. This Agreement and the rights granted under it may not be assigned or transferred by either party without the written consent of the other party; provided, however, either party will have the right to assign this Agreement to its successor in the event of a merger, acquisition or other consolidation, including without limitation the sale of all or substantially all of its assets or stock or business to which this Agreement relates. In the event that any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be deemed modified to the minimum extent necessary to render the provision enforceable in a manner that most closely represents the original intent of the parties and the remaining terms and conditions of this Agreement will remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without regard to conflicts of laws provisions thereof. The parties agree that the sole jurisdiction and venue for actions related to the subject matter hereof shall be the state and federal courts located in Adams County, Colorado, and consent to the exclusive jurisdiction of such courts. In the event of any adjudication of any dispute under this Agreement, the prevailing party in such action will be entitled to reimbursement of its attorneys' fees and related costs by the other party. The paragraph headings contained in this Agreement are for convenience only and are not intended to be used nor may they be used in the interpretation of this Agreement. Neither party will be responsible for delays or failures in performance resulting from acts beyond its control. Such acts include but are not be limited to acts of God, labor conflicts, acts of war or civil disruption, governmental regulations imposed after the fact, public utility out failures, industry wide shortages of labor or material, or natural disasters.

- 10. Indemnification.** Notwithstanding any limitations on liability that have been previously stated, Zagster agrees to defend, indemnify and hold harmless Company, Company's affiliates, its officers, directors, shareholders, members, employees or agents from any and all third party claims asserted against Company by a third party ("Third Party Claims") alleging (i) the gross negligence or willful

misconduct of Zagster or its employees in the performance of the services hereunder (ii) infringement by the Zagster Software or Zagster trademarks of the third party's intellectual property rights; and Zagster shall pay all damages awarded by a court of competent jurisdiction or agreed to in settlement with respect to such Third Party Claims; provided, that (i) Company shall provide Zagster with written notice promptly upon learning of any Third Party Claims or complaints that may reasonably result in the indemnification of Company, provided, however, that failure by Company to provide notice to Zagster shall not relieve Zagster of its obligations under this Section unless such failure prejudices Zagster's defense or settlement of the Third Party Claim; (ii) Company will permit Zagster to control the defense and settlement of the Third Party Claim, provided Zagster may not settle the Third Party Claim in a manner adverse to Company or which would impose liability on Company without Company's prior written consent (which will not be unreasonably withheld or delayed); and (iii) Company will provide Zagster with assistance in the defense and settlement of the Third Party Claim at Zagster's expense. Company may (at its own cost) engage its own counsel to participate in the defense and settlement of the Third Party Claim.





Zagster, Inc  
 24 Thorndike Street  
 Cambridge, Massachusetts 02141  
 United States  
 844-ZAGSTER

**ORDER for City of Westminster, CO**  
 Order: SO-0000614  
 Date: 4/6/2016  
 Prepared by: Bradley Ericson

# Order

## Company Information

**Bill To:**  
 City of Westminster, CO  
 Westminster City Hall  
 4800 W. 92nd Ave.  
 Westminster, Colorado 80031  
 United States

**Billing Contact:** Justin Cutler  
**Billing Email:** jcutler@cityofwestminster.us  
**Billing Phone:** (303) 658-2211

## Payment Terms

Payment Terms: Net 30 Days

## Product & One Time Fee Lines

Product & One Time Fee	Description	Quantity	Unit Price	Total
Extra Bike Parking Space		32.00	\$0.00	\$0.00
Location Implementation/Setup Fee		5.00	\$0.00	\$0.00
Custom Bike	cargo trikes	5.00	\$1,250.00	\$6,250.00
Bike Parking Space (included with Bike)		40.00	\$0.00	\$0.00
Custom Bike	hand bikes	3.00	\$1,500.00	\$4,500.00
Zagster Standard Adult Bike		32.00	\$0.00	\$0.00

## Service Lines

Service	Description	Date Start - Date End	Quantity	Term	Unit Price	Total
Zagster Service Fee per Bike		6/4/2016 - 6/3/2017	40.00	12 Mon	\$150.00 /Mon	\$72,000.00
Theft Fee per Bike - Annual	Included in the Zagster Service Fee	6/4/2016 - 6/3/2017	40.00	1 Yr	\$0.00/Yr	\$0.00

Products and Services Total: \$82,750.00  
 Net Amount: \$82,750.00  
 Total Applied Payments: \$0.00  
**Balance Due Amount: \$82,750.00**

## Additional Terms

### Location Implementation/Setup Fee

Company will pay to Zagster non-refundable one-time fees in the amounts described below to set-up and install the Zagster Bicycles at the locations set forth in the Launch Notification Form (the "Locations") and for such other materials as may be mutually agreed to by the parties and set forth in the description below. The Company will pay the one-time fees to Zagster on or before the Launch Date.

Company Name: City of Westminster, CO

Zagster, Inc

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title


\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

All rights reserved. Copyright Zagster, Inc

APPROVED AS TO LEGAL FORM:

  
\_\_\_\_\_  
Title: CITY ATTORNEY

Date: 4/28/16

File no.: \_\_\_\_\_