



CITY COUNCIL AGENDA

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

Members of the audience are invited to speak at the Council meeting. Citizen Communication (Section 7) is reserved for comments on any issues or items pertaining to City business except those for which a formal public hearing is scheduled under Section 10 when the Mayor will call for public testimony. Please limit comments to no more than 5 minutes duration.

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Consideration of Minutes of Preceding Meetings**
4. **Report of City Officials**
 - A. City Manager's Report
5. **City Council Comments**
6. **Presentations**
 - A. National Public Works Week Proclamation
 - B. Day Without Hate Proclamation
 - C. Mental Health Month Proclamation
7. **Citizen Communication (5 minutes or less)**

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

8. **Consent Agenda**
 - A. 2013 Ambulance Purchase
 - B. "In Motion" In-Vehicle Gateways Purchase
 - C. 2013 Chipseal Project Contract
 - D. Northridge Tank No. 3 Preliminary Design Contract
 - E. West 122nd Avenue Reclaimed Water Connections
 - F. Heritage Clubhouse HVAC Retrofit Change Order Authorization
 - G. MOU between HPTE, CDOT and US 36 Coalition re US 36 Managed Lanes/Bus Rapid Transit Project
 - H. Second Reading of Councillor's Bill No. 15 re Supplemental Appropriation for Shoenberg Farm Milk House Grant
 - I. Second Reading of Councillor's Bill No. 16 re Economic Development Agreement with Air Comm Corporation
9. **Appointments and Resignations**
10. **Public Hearings and Other New Business**
 - A. Resolution No. 17 re Intergovernmental Agreement with Adams County for Disaster Mutual Aid Assistance
 - B. Councillor's Bill No. 18 re Amend W.M.C. Section 5-14-11 re Definition of Outdoor Sports and Recreation Facility
 - C. Councillor's Bill No. 19 re Supplemental Appropriation for Jessica Ridgeway Memorial Park
 - D. Jessica Ridgeway Memorial Park Contract Award, Playground Piece Purchase, and Miscellaneous Purchases
11. **Old Business and Passage of Ordinances on Second Reading**
12. **Miscellaneous Business and Executive Session**
 - A. City Council
13. **Adjournment**

GENERAL PUBLIC HEARING PROCEDURES ON LAND USE MATTERS

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



WESTMINSTER Strategic Plan

2012-2017
Goals and Objectives

STRONG, BALANCED LOCAL ECONOMY

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



FINANCIALLY SUSTAINABLE CITY GOVERNMENT PROVIDING EXCEPTIONAL SERVICES

- Invest in well-maintained and sustainable city infrastructure and facilities
- Secure and develop long-term water supply
- Focus on core city services and service levels as a mature city with adequate resources
- Maintain sufficient reserves: general fund, utilities funds and self insurance
- Maintain a value driven organization through talent acquisition, retention, development and management
- Institutionalize the core services process in budgeting and decision making
- Maintain and enhance employee morale and confidence in City Council and management
- Invest in tools, training and technology to increase organization productivity and efficiency



SAFE AND SECURE COMMUNITY

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



VIBRANT NEIGHBORHOODS IN ONE LIVABLE COMMUNITY

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



BEAUTIFUL AND ENVIRONMENTALLY SENSITIVE CITY

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



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

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE CITY COUNCIL MEETING
HELD ON MONDAY, APRIL 22, 2013, AT 7:00 P.M.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

Mayor Nancy McNally and Councillors Herb Atchison, Bob Briggs, Mark Kaiser, Mary Lindsey, and Scott Major were present at roll call. Mayor Pro Tem Faith Winter was absent. J. Brent McFall, City Manager, Martin McCullough, City Attorney, and Linda Yeager, City Clerk, were also present.

CONSIDERATION OF MINUTES

Councillor Kaiser moved, seconded by Councillor Major, to approve the minutes of the regular meeting of April 8, 2013, as presented. The motion carried unanimously.

CITY MANAGER'S REPORT

Mr. McFall announced that City Council's Strategic Plan Retreat would begin on Friday evening, April 26, and continue throughout Saturday, April 27, at the Heritage Golf Course. The retreat was open to the public.

May 11 was Community Pride Day. Council would issue a proclamation for the event later in the agenda and the public was urged to participate in the Spring Clean-up effort.

Following adjournment of this meeting, the Westminster Economic Development Authority Board of Directors would meet.

COUNCIL REPORTS

Councillor Briggs reported that the public could drop off unused pharmaceuticals at the Public Safety Center on Saturday, April 27.

Mayor McNally reported that Re/Max Alliance had promoted a fundraiser for the Jessica Ridgeway Memorial Park that involved Re/Max brokers from throughout the metro area. Earlier in the day she had been in attendance at the Re/Max Alliance office when a \$25,000 check was presented to Don Tripp, Parks, Recreation and Libraries Director.

The Mayor reported the following upcoming events: April 27, the tree limb drop-off on the south side of Standley Lake would be open; the Westminster Historic Society was celebrating its 25th anniversary in May and would be hosting events each Saturday that month at the Bowles House; Fire Station #5 would have an Open House on May 4; Community Pride Day was May 11, and Armed Forces Day at the Armed Forces Tribute Garden would be on May 18.

Councillor Lindsey reported there would be no City Council meeting on Monday, April 29, as it was the fifth Monday of the month.

LENGTH OF SERVICE AWARDS

Councillor Major presented a pin and certificate to Jean Ward for 20 years of service to the City. Mayor McNally presented pins, certificates and cash awards of \$100 per year of service to Greg Olson and Phil Paquet for 25 years of service to the City. Councillor Atchison presented certificates of appreciate and pins to Karen Sexton and Mike Schafer for 35 years of service to the City.

PROCLAMATIONS

Mayor McNally proclaimed May 15, 2013, to be Peace Officers Memorial Day and May 12 through 18 as Police Week. After reading the proclamation, she presented it to Police Chief Lee Birk, Sergeant Phil Paquet, and Senior Police Officer Paul Newton. The community was appreciative of the Police Department's commitment, determination and professionalism in protecting the citizenry.

Councillor Major read a proclamation declaring May 11 to be Community Pride Day and presented the proclamation to Patti Wright, Open Space Volunteer Coordinator. The City had partnered for several years with Hyland Hills Park and Recreation District for Community Pride Day. About 1,300 volunteers were currently registered for this year's event. Ms. Wright urged residents to organize a neighborhood team, call her and register the team for an area assignment, and then participate in the Spring Clean-up and barbecue luncheon in the City Hall Plaza following the clean-up activities.

CONSENT AGENDA

The following items were submitted for Council's consideration on the consent agenda: accept the March Financial Report; change the date of the second regularly scheduled City Council meeting in May from May 27 to May 20; accept the First Quarter 2013 Insurance Claims Report; based on the recommendation of the City Manager, determine that the public interest would be best served by awarding contracts to Baker and Taylor not to exceed \$260,500, Gale Cengage not to exceed \$60,000, and Midwest Tapes not to exceed \$60,000 for a grand total not to exceed \$380,500 for the purchase of library books and electronic resources; authorize the City Manager to enter into 2013 irrigation season leases to agricultural users of certain water rights in a total amount not to exceed 500 acre-feet; authorize the City Manager to enter into a 5-year water lease for Hyland Hills Park and Recreation District in a total annual amount not to exceed 200 acre-feet per year; award the bid to replace one tandem-axle tractor truck in the Utilities Division based on the 2012 - 2013 Colorado Department of Transportation bid award to Transwest Trucks in the amount of \$126,654, the bid to replace three tandem-axle cab/chassis trucks in the Street and Utilities Divisions based on the 2013 Weld County bid award for three Freightliner 114-SD plow trucks to Transwest Trucks in the amount of \$307,778, and based on the City Manager's recommendation, find that the public interest would best be served by accepting the sole source proposal of \$315,874 from O.J. Watson Co., Inc., for the purchase and installation of the City's specifications for outfitting of the tandem-axle cab/chassis trucks with a dump body and snow removal equipment; authorize the City Manager to execute an amendment to the engineering services contract with Jacobs Engineering Group, Inc. in the amount of \$101,589 for additional services in the preparation of bid and contract documents for the 72nd Avenue/Raleigh Street Bridge Replacement project; authorize the City Manager to execute a \$3,252,000 contract with the low bidder, RN Civil Construction, for the 87th Avenue and Wadsworth Boulevard Lift Station Replacement Project with a 10% percent construction contingency in the amount of \$325,200 for a construction budget of \$3,577,200, execute a \$464,576 contract amendment for construction management services with Carollo Engineers, Inc., and authorize the transfer of \$561,288 from the Open Cut Sewer Capital Improvement account into the 87th Avenue and Wadsworth Boulevard Lift Station Replacement Project account; authorize the City Manager to sign the fourth amended intergovernmental agreement with the Urban Drainage and Flood Control District and Adams County to provide additional funding in the amount of \$600,000 for the Little Dry Creek Regional Detention Pond and related channel improvements and authorize payment to the Urban Drainage and Flood Control District from Public Works and Utilities Capital Improvement Fund to reconcile payments previously made to the Urban Drainage and Flood Control District from the Stormwater Utility Fund for the sanitary sewer tunneling work through the Federal Boulevard embankment; and authorize the City Manager to sign the third amendment to the intergovernmental agreement with the Urban Drainage and Flood Control District for the Tanglewood Creek Channel and Pond Improvements.

Councillor Kaiser moved, seconded by Councillor Major, to approve the consent agenda as presented. The motion carried with all Council members voting favorably.

RESOLUTION NO. 15 MAKING APPOINTMENTS TO VACANCIES ON BOARDS & COMMISSIONS

Councillor Briggs moved, seconded by Councillor Lindsey, to adopt Resolution No. 15 to make appointments to fill vacancies on the Board of Building Code Appeals, Election Commission, Environmental Advisory Board, Historic Landmark Board, Open Space Advisory Board and Special Permit and License Board. The motion carried unanimously at roll call.

APPEAL OF PLANNING COMMISSION DENIAL OF SIGN CODE VARIANCE

Councillor Atchison moved to determine that the requirements had been met for perfecting an appeal of the Planning Commission decision to deny a Sign Code variance for the 16th Amendment to the Village at Standley Lake Official development Plan, Crown Point Filing No. 4, 1st Replat. Councillor Major seconded the motion and it carried unanimously.

HEARING ON APPEAL OF PLANNING COMMISSION'S DENIAL OF SIGN CODE VARIANCE

At 7:28 p.m., Mayor McNally opened a public hearing to consider an appeal of a Planning Commission Denial of a Sign Variance for the 16th Amendment to the Village at Standley Lake Official Development Plan, Crown Point Filing No. 4, 1st Replat. Mr. McFall reported that the appellant had filed a letter requesting continuance of this hearing to the June 24 City Council meeting.

It was moved by Councillor Atchison and seconded by Councillor Kaiser to continue this public hearing to the June 24, 2013, Council meeting per the appellant's request. The motion passed unanimously.

RESOLUTION NO. 16 EXTENDING THE HYLAND VILLAGE SERVICE COMMITMENT

Councillor Kaiser moved, seconded by Councillor Atchison, to adopt Resolution No. 16 extending the Category A-4 Service Commitment Award to the Hyland Village Traditional Mixed Use Neighborhood Development project based on a finding that the Hyland Village project meets the Westminster Municipal Code Section 11-3-2(A)2 criteria of the City's Growth Management Program. The motion passed with all Council members voting affirmatively at roll call.

COUNCILLOR'S BILL NO. 15 APPROPRIATING GRANT FOR SHOENBERG FARM MILK HOUSE REHAB

Upon a motion by Councillor Lindsey, seconded by Councillor Kaiser, the Council voted unanimously at roll call to pass on first reading Councillor's Bill No. 15 appropriating grant funds from the State Historical Fund in the amount of \$169,704 for the rehabilitation of the Shoenberg Farm Milk House.

COUNCILLOR'S BILL NO. 16 AUTHORIZING EDA WITH AIR COMM CORPORATION

Councillor Major moved, seconded by Councillor Atchison, to pass on first reading Councillor's Bill No. 16 authorizing the City Manager to execute and implement an Economic Development Agreement with Air Comm Corporation. At roll call, the motion carried unanimously.

COUNCILLOR'S BILL NO. 17 EXTENDING CELL TOWER SITE AGREEMENT AT FIRE STATION #6

It was moved by Councillor Atchison and seconded by Councillor Major to pass as an emergency ordinance Councillor's Bill No. 17 to approve an extension to the Site Agreement between the City and New Cingular Wireless PCS, LLC, for the continued use of the Fire Station #6 cell tower at 999 West 124th Avenue. The motion passed unanimously on roll call vote.

ADJOURNMENT

With no further business to come before the City Council, it was moved by Councillor Atchison, seconded by Councillor Major, to adjourn. The motion passed and the Mayor adjourned the meeting at 7:31 p.m.

ATTEST:

City Clerk

Mayor



Agenda Item 6 A

Agenda Memorandum

City Council Meeting
May 13, 2013



SUBJECT: Proclamation re National Public Works Week

Prepared By: Mike Smith, Director of Public Works and Utilities

Recommended City Council Action

Proclaim the week of May 19-25, 2013, as Public Works Week in the City of Westminster. Mayor Nancy McNally will present the proclamation to Jackie Bowers, Administrative Secretary, Administration Division; Barb Cinkosky, Secretary, and Brock Hufford, Foreman, Street Operations Division; Tom Settle, Water Treatment Superintendent; Tim Woodard, Wastewater Treatment Superintendent; Lili Cox, Secretary, Utilities Operations Division; and Bob Krugmire, Engineer, Utilities Planning and Engineering Division.

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 "Because of Public Works." The theme is about the quality of life brought to communities around the world . . .Because of Public Works.
- Posters will be displayed at these facilities: City Hall, Municipal Service Center, Semper Water Treatment Facility and the Big Dry Wastewater Treatment Facility.
- Public Works and Utilities Staff will be in attendance to receive the proclamation on behalf of the Department.

Expenditure Required: \$0

Source of Funds: N/A

None identified

Alternative

None identified

Background Information

Public Works professionals throughout the United States and Canada will celebrate National Public Works Week, May 19-25, 2013.

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 2013 events are being coordinated in the State by the Colorado Chapter of the American Public Works Association. 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. 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 City Council's goal of a Financially Sustainable City Government by recognizing Public Works and Utilities employees for their efforts towards a well-maintained city infrastructure and facilities and providing efficient, cost-effective internal and external services.

Respectfully submitted,

J. Brent McFall
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, Nancy McNally, Mayor, on behalf of the entire City Council and Staff, do hereby proclaim the week of May 19 through 25, 2013, 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 13th day of May, 2013.

Nancy McNally, Mayor



WESTMINSTER

Agenda Item 6 B

Agenda Memorandum

City Council Meeting
May 13, 2013



SUBJECT: Day Without Hate Proclamation

Prepared By: Mary Joy Barajas, Executive Secretary to the City Manager

Recommended City Council Action

Mayor McNally will present a Proclamation in recognition of the efforts of the Standley Lake High School students and teachers who put together a Day Without Hate on Friday, April 26th.

Summary Statement

- In 2007, Standley Lake High School (SLHS) students formed a Day Without Hate Club after the Virginia Tech shootings with the intent to draw attention to school violence.
- The SLHS Day Without Hate Club believed that due to the community tragedies that have occurred this past year in Westminster and the Denver Metro area, and that it was important to find a way to bring their larger Westminster community together.
- Friday, April 26, 2013 was declared Day Without Hate and participants were asked to wear white to show solidarity.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

None identified.

Alternative

None identified

Background Information

Day Without Hate (DWOH) was created by a group of Standley Lake High school students six years ago to bring attention to school violence and promote unity throughout their high school community. This group organized the first Day Without Hate and invited fellow students to wear white as a way to inspire others to live at least one day without allowing hate into their lives. This annual event has grown beyond SLHS walls into all of Jefferson County schools and beyond. The Standley Lake DWOH club invited employers from Jefferson County to acknowledge the 2013 Day Without Hate event held on Friday, April 26th.

Students and teachers will be present at Monday night's meeting to accept this proclamation.

Westminster's acknowledgement of Day Without Hate supports City Council's Strategic Plan goal of Safe and Secure Community and Vibrant Neighborhoods in one Livable Community by recognizing student citizens taking responsibility for their own safety and promoting an event to the Westminster and Jefferson County communities to spread their desire for a peaceful, unified world.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment – Proclamation

WHEREAS, In May 2007, a small committee of Standley Lake High School students and teachers formed the first Day Without Hate. Their goal was to draw attention and promote nonviolence, respect, and unity within our schools; and

WHEREAS, Today, tens of thousands of students and community members across Jefferson County, the state of Colorado and the nation participate in Day Without Hate as a celebration of unity, a rejection of fear, and a commitment to work toward nonviolent solutions in any conflict in our schools; and

WHEREAS, We, as a community, are responsible for cultivating an atmosphere of tolerance among our diverse populations; and

WHEREAS, By publicly acknowledging and celebrating Day Without Hate, the City of Westminster makes a stand with our schools to reject fear and violence and work toward embracing our differences and promoting an inclusive, safe, and harmonious environment for all of our residents.

NOW, THEREFORE, I, Nancy McNally, Mayor of the City of Westminster, Colorado, on behalf of the entire City Council and Staff, do hereby recognize the heartfelt efforts by Standley Lake High School students and teachers who put together a **Day Without Hate** and acknowledge the sound concept of the need to promote the awareness of nonviolence, respect and unity within our educational system.

Signed this 13th day of May, 2013.

Nancy McNally, Mayor



Agenda Item 6 C

Agenda Memorandum

City Council Meeting
May 13, 2013



SUBJECT: Mental Health Month Proclamation

Prepared By: Linda Yeager, City Clerk

Recommended City Council Action

Councillor Briggs to present the proclamation for Mental Health Month.

Summary Statement

- The Jefferson Center for Mental Health and Adams County Community Reach, which serve Westminster residents, have requested that the City proclaim the month of May 2013 as Mental Health Month in the City of Westminster.
- The City has been very supportive of these mental health organizations both through the City's Human Services funding and in-kind contributions.
- By proclaiming May Mental Health Month, citizens, government agencies, public and private institutions, businesses, and schools will be asked to recommit resources to increasing awareness and understanding of mental health, provide appropriate and accessible services for all citizens, and make mental health a priority.
- Representatives of both agencies will be present to accept the proclamation.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

None identified

Alternative

None identified

Background Information

Community Reach and the Jefferson Center for Mental Health have requested that the month of May 2013 be recognized as Mental Health month in the City of Westminster in order to increase community awareness that:

- 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. Persons 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.
- demand for mental health and substance abuse treatment has reached record levels in Colorado.

In 2013, the City will provide \$6,500 to Jefferson Center for Mental Health as part of the Human Services Agency Funding. Additionally, Community Reach receives an in-kind contribution from the City in the form of facility space in the former 76th Avenue Library building for their Westminster office.

Liz Smith, Director of Family Services for Jefferson County Mental Health, and Lindy Schultz, Public Relations and Communications Manager for Adams County Community Reach, will be in attendance to accept the proclamation.

This proclamation supports the City's Strategic Plan goal of a Safe and Secure Community by acknowledging the City's support of health services that encourage citizens to take responsibility for their own well-being.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment – Proclamation

WHEREAS, Mental illnesses and substance abuse disorders are treatable, and recovery is possible when appropriate treatment services are available and accessible; and

WHEREAS, Colorado's community mental health providers play a critical role in responding to state emergencies and tragic events and are an essential resource for healing individual and community trauma; and

WHEREAS, Mental health is a key component to a person's overall health; and

WHEREAS, The community health system is advancing the integration of health care by addressing mental health and substance abuse disorders together with physical health to realize better patient outcomes, reduced health care costs, and improved patient satisfaction; and

WHEREAS, Persons with mental health and substance abuse disorders who have access to local, community-based prevention, intervention, treatment, and recovery 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

WHEREAS, The demand for mental health and substance abuse treatment has reached record levels in Colorado.

NOW, THEREFORE, I, Nancy McNally, Mayor of the City of Westminster, Colorado, on behalf of the entire City Council and Staff, do hereby proclaim May 2013 as

MENTAL HEALTH MONTH

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

Dated this 13th day of May, 2013.

Nancy McNally, Mayor



Agenda Item 8 A

Agenda Memorandum

City Council Meeting
May 13, 2013



SUBJECT: 2013 Ambulance Purchase

Prepared By: Richard Spahn, EMS Field Coordinator

Recommended City Council Action

Based on the recommendation of the City Manager, the City Council finds that the public interest will be best served by a negotiated contract with North Star Emergency Vehicles for the purchase of one replacement Ford Braun Ambulance in the amount of \$122,223.

Summary Statement

- City Council has allocated \$139,000 in the 2013 General Capital Outlay Replacement Fund-Public Safety Tax (GCORF-PST) for the replacement of one ambulance. The new 2013 ambulance will replace a 2006 Ford Road Rescue ambulance (unit #5213), currently in reserve status, which has over 83,000 miles and a life to date maintenance cost of \$41,277.
- Staff had anticipated purchasing a Ford Medtec ambulance in order to standardize the fleet and begin the remounting process in 2014. Unfortunately and unexpectedly, Staff was informed that Medtec ambulances are no longer being manufactured. Staff has explored the market in an attempt to locate a Medtec ambulance model similar to our current fleet and specifications.
- Formal bids were sent to vendors in accordance with City policy and under the supervision of the City Purchasing Agent. Of the four vendors responding, Johnson's Auto Plaza (McCoy Miller) was the low bidder, \$122,599. Through negotiations, North Star Emergency Vehicles increased their trade-in value for unit #5213 to \$5,400. Total price, including all options selected, is \$134,223. After deducting a \$6,600 factory rebate, and the \$5,400 trade-in allowance, the total price to be paid North Star Emergency Vehicles for the new ambulance is \$122,223.
- The Braun product is well recognized as an elite ambulance and one that can be remounted in the future. Staff's recommendation to accept North Star Emergency Vehicles proposal is based on their competitive pricing, ability to meet specification requirements, ambulance remounting history, and the feedback from agencies currently using Braun Ambulances who speak favorably of the quality and durability of these units.

Expenditure Required: \$122,223

Source of Funds: 2013 General Capital Outlay Replacement Fund-Public Safety Tax

Policy Issue

Should the City enter into an agreement with North Star Emergency Vehicles to purchase a Ford Braun Ambulance?

Alternative

1. Direct Staff to accept original low bid. After a detailed evaluation, reference inquiry of submitted proposals, negotiations and acceptance of proposed options Staff does not recommend this alternative. The Braun Ambulance has a reputation of superior quality, durability, and craftsmanship. North Star Emergency Vehicles list of references included clients who have been remounting Braun Ambulances for the past thirty years. Remounting the current fleet of ambulances is the direction Staff will be taking in the future.
2. Direct Staff to delay the purchase of this ambulance. Staff does not recommend this alternative. Delayed approval will result in an increase in pricing.

Background Information

The projected life expectancy of an ambulance in Westminster has been seven years, with five years of front-line service and two years as a reserve unit. A Fire Department ambulance will typically have 80,000 to 100,000 miles on it and each will have responded to over 7,000 calls by the time it is replaced.

As of 2010, Ford Motor Company has discontinued the E450/diesel series chassis. Staff has been working with Fleet Maintenance to come up with an alternative engine and believe the Ford E-450/gasoline engine will meet our needs. Staff continues to strive for standardization. All ambulances in fleet are built on a Ford E450 chassis. This benefits Fleet from a parts and maintenance perspective.

Staff received proposals from Rocky Mountain Emergency Vehicles (Life Line), Front Range Fire Apparatus (AEV), North Star Emergency Vehicles (Braun), and Johnson Auto Plaza (McCoy Miller). Listed below are the proposal prices prior to negotiations with North Star Emergency Vehicles.

Ambulance	Chassis	Quote	Factory Rebate	Trade-In	Total Price
Life Line	2013 Ford E-450/Gas	\$151,332	\$6,000	\$8,500	\$136,832
AEV	2013 Ford E-450/Gas	\$143,842	\$6,000	\$9,000	\$128,842
Braun	2013 Ford E-450/Gas	\$135,203	\$6,600	\$3,400	\$125,203
McCoy Miller	2013 Ford E-450/Gas	\$129,199	\$0	\$6,600	\$122,599

Also as part of the research done by Staff, Front Range Fire Apparatus was able to locate a Medtec ambulance; however, because of the outside compartment configuration Staff was concerned it may hamper fire operations, and for that reason feel it would not meet the City's needs. North Star Emergency Vehicles is the regional distributor of Braun Ambulances. Ambulances are manufactured in Washington which is also the location of their ambulance remounting operation.

Staff continues to strive for standardization of the ambulance fleet. Significant savings in personnel training, equipping ambulances and Fleet maintenance costs are reduced through a standardized program.

Although the Braun Ambulance is an anomaly compared with the rest of the fleet the ambulance box and compartment configuration is comparable to the current fleet. Fleet Maintenance has been working alongside Fire Department Staff and does support the purchase of a Ford E-450 Braun Ambulance.

The purchase of the ambulance helps achieve the City of Westminster's Strategic Plan Goals of "Safe and Secure Community" and "Financially Sustainable City Government." This is accomplished by ensuring reliable equipment in order to provide care during emergency operations, and by effective cost containment/control measures for living within budget.

Respectfully submitted,

J. Brent McFall
City Manager



Agenda Item 8 B

Agenda Memorandum

City Council Meeting

May 13, 2013



SUBJECT: “In Motion” In-Vehicle Gateways Purchase

Prepared By: Bill Work, Deputy Fire Chief
Scott Rope, Information Systems Manager

Recommended City Council Action

Find that the public interest will be best served by waiving the bidding requirement and authorizing Staff to proceed with the purchase of 11 in-vehicle gateways (mobile Wi-Fi) for fire apparatus, along with the related server hardware and licensing with In Motion Technology Inc. for an amount not to exceed \$55,890.

Summary Statement

- Since the implementation of the mobile data computers (MDCs) in the Fire Department fleet, connection issues that rely on cellular technology to link these computers to the Computer Aided Dispatch (CAD) data has persisted for several years. When this connection is lost, fire personnel lose critical data such as mapping, vehicle location, status updates and information downloads causing delays in response time, efficiency, and capturing critical data.
- IT and Fire staff have tried many different fixes with little success. In late 2012, staff began experimenting with the In Motion mobile gateways and found these devices proved to be very reliable and serve several critical functions such as providing mobile Wi-Fi.
- No other vendors have been found that provide this specialty technology and their expertise in this field is unmatched, hence the need to grant “sole source” status to this vendor.
- The Fire Department, with IT and Public Safety Communications support, did purchase this product for all ambulances (Medic units) earlier this year to also facilitate the implementation of the field tablets for the EMS Field Reporting CIP. The CIP project has been delayed until now, due to the inability to make this same Wi-Fi connection that is needed for the MDCs to also work for the field tablets. In Motion gateways create a Wi-Fi “bubble” that allows the field tablets to connect to the CAD info as well as the ability to “mail” field reports to the hospital. This capability is the main objective of the EMS Field Reporting CIP.
- Staff is now requesting to install the “in-vehicle gateways” in all remaining emergency fire apparatus to facilitate a reliable connection to CAD, as well as to facilitate the paperless field fire inspection reporting in the near future.
- These gateways also provide a redundancy that allows for multiple air cards to be used if issues persist with a single cellular vendor (currently using Verizon).
- Adequate funds are available in the Fire EMS Field Reporting CIP. These gateways have a direct link to the scope of this project and are necessary to successfully complete this project.

Expenditure Required: \$55,890

Source of Funds: Fire EMS Field Reporting CIP

Policy Issues

Should the City add new technology utilizing “in-vehicle gateways” to create a more reliable Wi-Fi connection for both the Fire Department’s MDCs and the EMS field reporting tablets?

Should the City’s Information Technology Department take on the support of an additional “server” that supports a total of 19 in-vehicle gateways that create a need for an “onBoard Mobility Manager” program?

Alternatives

Forgo or delay the purchase of 11 In Motion in-vehicle gateways that would provide the entire emergency Fire fleet with a more reliable cellular connection to CAD. This alternative is not recommended in that further delays in being able to supply a reliable connection to all the MDC’s in the City’s emergency fire vehicles can create response time delays, loss of automatic vehicle location (AVL) information, loss of use of status buttons that update information into CAD without using voice communication over the radio, as well as the loss of information that the Fire Officer relies on in terms of getting critical update information that the Dispatcher is trying to convey.

Contract with In Motion Technology Inc. to host the server necessary to support the “onboard Mobility Manager” software needed to fully utilize the in-vehicle gateways. This alternative is not recommended after IT, Fire and Public Safety Communications staff studied these options and compared pricing, logistics, long term costs and ease of access to the various data bases created by this program. Staff’s recommendation is that the City would be best served by IT hosting the server and that the impacts to the IT Department would be minimal.

Background Information

The MDCs that are installed in all emergency fire apparatus, provide several critical elements that improve the efficiency and safety for responding fire personnel. These elements include:

- Mapping that assists in planning routes to emergency scenes;
- AVL which is necessary when considering closest unit dispatching as well as providing constantly updated location status;
- Status “buttons” that allow for instant status verification such as “in route,” “on-scene,” “available,” “in-quarters,” etc. without having to use the radio to verbalize that status, which can be a problem during a busy emergency or during multiple emergencies; and
- Critical information updates obtained from the Dispatcher are sent to these MDCs.

In order for these MDC’s to work correctly, there needs to be a reliable way to connect them to the CAD information coming out of the Public Safety Center Communications. This is done by relying on cellular telephone service using an “air card” that uses one carrier’s network, like Sprint or Verizon. For years, the Fire Department has experienced the loss of the cellular signal that has varied in frequency based on location in the City, the amount of foliage on the trees, signal strength, and other unknown factors. Once the signal is lost, when the signal is regained, there is additional delay in returning to full function while the MDC “boots” back up. This has made emergency crews very frustrated and has minimized the usefulness of the MDCs. Fire station districts 1 and 2 have experienced the highest frequency of interruption while being the two busiest districts in the City.

IT and Fire staff have worked diligently over this time frame to try and find a solution. IT staff has worked with various cell phone carriers studying signal strength and having them make tower adjustments when possible. Staff has switched cell phone carriers to see if that helps. The Fire Department even tried an external mounted antenna, which did improve the reliability of the signal, but not in all cases, and upon further review it was determined that this solution was only going to work until the end life of the current

MDCs. This was not going to be a long term solution. Staff conducted research with other Fire Departments to see what they were doing to assure adequate connection for their MDCs. Both the West Metro Fire Protection District and Poudre Valley Fire Authority solution was to use the In Motion in-vehicle gateways. These gateways provide a device that can use multiple carrier air cards, if need be, that can search for an available signal beyond just one carrier’s capability. Another benefit of these gateways, is the creation of a Wi-Fi “bubble” that allows other mobile devices such as tablets to connect via the internet, which allows them to be used out in the field on scenes, at the hospital, and while in route. These gateways can also utilize the newest “4G” service, when available, that provides the fastest available download of information.

Late in 2012, staff purchased two of these In Motion gateways, and installed them on Medic 1 and Medic 2 for testing. The results were an outstanding success. No failures due to loss of a cellular signal have been experienced. The Wi-Fi “bubble” has demonstrated it has the range and penetration that was advertised. Another advantage of this technology, is that it can utilize the “4G” cellular service when available, which the current set up for the MDCs cannot utilize. The collaborative decision was made to purchase six additional units so that all the Medic units and the Battalion Chief vehicle could have this enhancement that is providing a reliable and quality connection. This purchase was also designed to meet that last element that was missing to be able to deploy the EMS Field Reporting tablets. As the tablets have been deployed to the various Medic units, the feedback has been very positive. To date, \$27,500 has been spent on these eight devices.

Key staff from the Fire Department, Information Technology and the Public Safety Communications Center have thoroughly studied and discussed this solution and the ramifications and have come to the agreement that the time is now to request the purchase of the remaining 11 gateways, to be installed in the rest of the Fire fleet, which includes the fire engines, trucks, and Heavy Rescue vehicle. Additionally, this purchase request requires the addition of a server and its configuration and installation. IT thoroughly reviewed the merits, costs, downsides, and options of taking this on, having the Public Safety Communication staff take this on (which they were willing to do), or having In Motions host the server off-site. IT determined they would prefer to host this server and that the impact on their staff would be minimal.

The funds exist in the EMS Field Reporting CIP, which were designated for hardware that can now be used to directly support the EMS Field Reporting objective. This project, due to unforeseen issues involving this “connectivity” issue, will not be successful without this fix.

The strategic plan goal of a “Safe and Secure Community” is directly supported by this purchase by providing a “well equipped” public safety staff with reliable technology that will help to provide critical information and will further support the objective of helping to assure a timely response to emergency calls. The strategic plan goal of a “Financially Sustainable City Government Providing Exceptional Service is supported by investing in tools, training and technology to increase organizational productivity and efficiency.

Respectfully submitted,

J. Brent McFall
City Manager



WESTMINSTER

Agenda Item 8 C

Agenda Memorandum

City Council Meeting
May 13, 2013



SUBJECT: 2013 Chipseal Project Contract

Prepared By: Rob Dinnel, Street Project Specialist
Dave Cantu, Street Operations Manager

Recommended City Council Action

Authorize the City Manager to execute a contract for 2013 with options for two additional one-year renewals (2014 and 2015) for Chipseal application to the low bidder, A-1 Chipseal Co. in the amount of \$1,359,763 and authorize a contingency of \$10,000 for a total 2013 project budget of \$1,369,763.

Summary Statement

- City Council approved adequate funds for this expense in the 2013 Department of Public Works and Utilities, Street Operations Division Operating budget and General Fund CIP-Arterial Roadway Resurfacing and the New Bicycle Facilities budgets.
- As proposed, annual contract renewals for 2014 and 2015 will require agreement by both parties and any price adjustments will not exceed the Consumer Price Index for All Urban Consumers.
- The 2013 Chipseal Project consists of 409,792 square yards of conventional chipseal to be applied on 63 collector/residential streets and another 21,651 square yards of 7/8" thick double bonded hot applied chipseal overlay on three major roadways (see location list).
- Formal bids were solicited on the City's website via DemandStar.
- The only bidder, A-1 Chipseal has successfully completed chipseal projects in the City of Westminster for the past 16 years and meets all of the City bid requirements.

Expenditure Required: \$ 1,369,763

Source of Funds: General Fund
- Street Operations Division Operating Budget \$1,161,572
General Capital Improvement Fund
- Arterial Roadway Resurfacing \$ 196,391
- New Bicycle Facilities \$ 11,800

Policy Issue

Should Council authorize the City Manager to execute a contract with the low bidder, A-1 Chipseal Company for the application of Chipseal on City streets as specified in the contract documents for this project and authorize negotiations for 2014 and 2015 chipseal work?

Alternatives

1. Bid the chipseal work with the annual Asphalt Pavement Rehabilitation Project.
 - Costs would increase by an estimated 15% due to the fact that both the general contractor and sub-contractor will calculate profit into the project. This is not recommended due to the increased cost.
2. Resurface the conventional chipseal streets with a thin 1" overlay of hot-mix asphalt (HMA). Staff does not recommend this alternative for the following reasons:
 - With this alternative, the cost would double and the added strength of the pavement structure would be similar to conventional Chipseal.
 - The pavement's flexibility would not increase as it does with the Chipseal application.

Background Information

The 2013 Chipseal Project represents a total of 62.7 lane miles of pavement surface improvements to 66 street segments throughout the City through a combination of two processes; double bonded hot applied Chipseal resurfacing and conventional single process chipseal.

The double bonded hot applied chipseal resurfacing will be applied on 3 major roadways, totaling 4.5 lane miles of improvements, extending pavement life 8-10 years.

The conventional single process chipseal will be applied to 58 lane miles of residential roadways at 63 locations throughout the City, extending pavement life 8-10 years with this economical process.

City Staff's estimated cost of \$1,397,172 included an increase of 5% over 2012 pricing. The actual bid price increased by 1.8% in 2013 over 2012 pricing.

The low bidder, A-1 Chipseal Company, meets all of the City bid requirements and has successfully completed similar projects in Westminster and in the Denver Metro area over the past sixteen years.

The contract sum for renewal periods 2014 and 2015 shall be negotiated and agreed to by both parties. Any adjustment shall not exceed the annual percent of change of the Denver-Boulder-Greeley Consumer Price Index for All Urban Consumers.

In an effort to respond to citizen concerns, Staff will again be sending a letter to affected residents explaining the process of the chipseal application and what to expect during the curing period. Special attention will be given to consistent and timely inspection during the construction process and sweeping will be scheduled the day after the chipseal is applied. Once sweeping is done, a fogseal will be applied over the surface to seal loose rock from the top down. The fogseal finish has upgraded the quality of construction and has been done successfully for the past 20 years.

The Contractor, A-1 Chipseal Company, has successfully completed chipseal projects over the past 16 years in Westminster and the Denver, Metro Area. A-1 Chipseal's owner has been in the business since 1981 and the City of Westminster has been chipsealing City streets since 1976.

The combined chipseal project is recommended by Staff after each street segment was carefully analyzed through the computerized Pavement Management process. Through this careful analytical process it was determined that the preventative maintenance strategies outlined in this memorandum continue to be the most cost effective.

This contract helps achieve City Council's Strategic Plan Goals of "Financially Sustainable City Government Providing Exceptional Services", "Safe and Secure Community", and "Vibrant Neighborhoods in One Livable Community" by meeting the following objectives: well-maintained City infrastructure and facilities, safe citizen travel throughout the City, maintain and improve neighborhood infrastructure through timely resurfacing of roadways.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

Location list
Location map

City of Westminster
Department of Public Works & Utilities
Street Operations Division
5-Year Street Improvement Master Plan
2013 Chipseal Locations

Arterial/Collector/Industrial Streets

Revised 04/29/2013

LOCATION	FROM:	TO:
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HAC Overlay

1. 134th Avenue	Huron Street	Shoshone Street
2. 132nd Avenue	Shoshone Street	Zuni Street
3. Harlan Street	112th Avenue	108th Avenue

Chipseal

1. Delaware Street	123rd Avenue	128th Avenue
2. 125th Avenue	Huron Street	Delaware Street
3. 124th Avenue	Delaware Street	Huron Street
4. Zuni Street	120th Avenue	Federal Parkway
5. Huron Street	400' North of 128th Avenue	144th Avenue
6. 136th Avenue	Huron Street	I-25
7. 136th Avenue	Zuni Street	Huron Street(South Side Only)
8. 144th Avenue	Huron Street	I-25
9. Orchard Parkway	136th Avenue	North pavement end
10. 132nd Avenue	Huron Street	Pecos Street
11. Huron Frontage Road	148th Avenue	145th Way
12. 146th Avenue	Huron Street	Huron Frontage Road
13. Eaton Street	112th Avenue	South End

Residential Streets

Chipseal

Sheridan Greens	1. Marshall Street	112th Avenue	111th Avenue
Sheridan Greens	2. 111th Place	Marshall Street	West End
Sheridan Greens	3. 111th Avenue	Harlan Street	West End
Sheridan Greens	4. Jay Circle	111th Avenue	North End
Sheridan Greens	5. Otis Street	111th Avenue	111th Place
Sheridan Greens	6. Newland Street	111th Avenue	108th Avenue
Sheridan Greens	7. Otis Street	111th Avenue	109th Place
Sheridan Greens	8. 109th Place	Newland Street	Otis Street
Sheridan Greens	9. Otis Circle	Newland Street	108th Avenue
Sheridan Greens	10. 108th Place	Newland Street	Harlan Street
Sheridan Greens	11. 109th Avenue	Newland Street	Lamar Street
Sheridan Greens	12. Lamar Street	108th Place	109th Place
Sheridan Greens	13. 109th Place	Newland Street	Jay Street
Sheridan Greens	14. 110th Avenue	Newland Street	Kendall Way
Sheridan Greens	15. Lamar Circle	110th Avenue	North West End
Sheridan Greens	16. Marshall Street	110th Avenue	Kendall Way
Sheridan Greens	17. 110th Place	Newland Street	Marshall Street
Sheridan Greens	18. Kendall Way	Marshall Street	109th Place
Sheridan Greens	19. Jay Street	108th Place	North East End
Sheridan Greens	20. Ingalls Circle	108th Place	108th Place
Sheridan Greens	21. 110th Place	Harlan Street	Kendall Drive
Sheridan Greens	22. Kendall Street	110th Place	111th Avenue
Sheridan Greens	23. Kendall Drive	110th Place	Jay Street
Sheridan Greens	24. Jay Street	Kendall Drive	110th Place
Sheridan Greens	25. 110th Avenue	Kendall Drive	Jay Street
Sheridan Greens	26. 108th Avenue	Eaton Street	West End
Sheridan Greens	27. Lamar Street	108th Avenue	South End
Sheridan Greens	28. 108th Circle	108th Avenue	108th Avenue
Sheridan Greens	29. 108th Place	108th Avenue	Harlan Street
Sheridan Greens	30. 109th Avenue	Eaton Street	Harlan Street

Sheridan Greens	31.	Eaton Street	112th Avenue	South End (south of 108th Ave)
Sheridan Greens	32.	109th Place	Eaton Street	Gray Circle
Sheridan Greens	33.	Gray Circle	109th Avenue	Eaton Street
Sheridan Greens	34.	Fenton Circle	109th Place	Eaton Street
Sheridan Greens	35.	110th Avenue	Eaton Street	Gray Street
Sheridan Greens	36.	Gray Street	110th Avenue	111th Place
Sheridan Greens	37.	110th Place	Eaton Street	Gray Street
Sheridan Greens	38.	111th Avenue	Eaton Street	Gray Street
Sheridan Greens	39.	111th Place	Eaton Street	Gray Street
Sheridan Greens	40.	110th Avenue	Eaton Street	East Cul-de-sac
Sheridan Greens	41.	Depew Street	110th Avenue	111th Avenue
Sheridan Greens	42.	111th Avenue	Depew Street	Eaton Street
Sheridan Greens	43.	Depew Court	111th Avenue	North East End
Sheridan Greens	44.	110th Place	Depew Street	Eaton Street
Sheridan Greens	45.	110th Circle	Depew Street	West End
Sheridan Greens	46.	Chase Way	110th Avenue	Benton Street
Sheridan Greens	47.	Benton Street	110th Avenue	112th Avenue (Includes 2 cul-de-sacs)
Sheridan Greens	48.	109th Place	Eaton Street	109th Circle
Sheridan Greens	49.	109th Circle	109th Place	109th Place
Sheridan Greens	50.	Depew Place	109th Circle	109th Circle



WESTMINSTER

Street Improvements

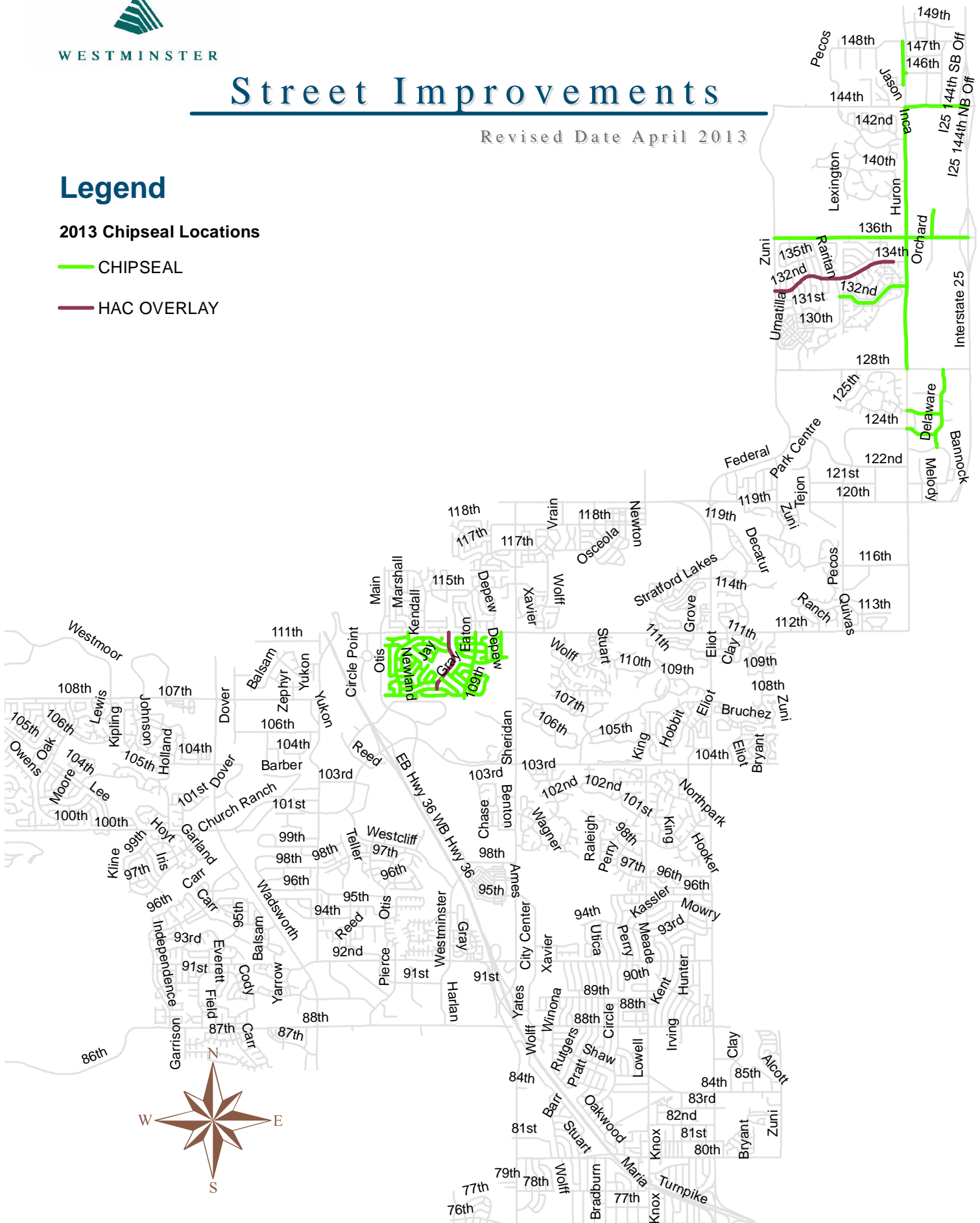
Revised Date April 2013

Legend

2013 Chipseal Locations

CHIPSEAL

HAC OVERLAY





Agenda Item 8 D

Agenda Memorandum

City Council Meeting
May 13, 2013



SUBJECT: Northridge Tank No. 3 Preliminary Design Contract

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

Recommended City Council Action

Authorize the City Manager to execute a contract with Burns and McDonnell Engineering Company, Inc. in the amount of \$208,427 for preliminary design services related to the Northridge Tank No. 3 project and authorize a ten percent contingency in the amount of \$20,843 for a total project budget of \$229,270.

Summary Statement

- Recently completed inspections of the water system storage tanks identified the need for several improvements to extend the life of the tanks and improve reliability within the distribution system. Recommendation for improving all of the tanks included replacement of corroded roof supports, new coatings and various other items to conform to current State regulations.
- Given the potential expense of improving the City's existing storage tanks, Staff researched the life cycle implications of possibly replacing existing tanks with new tanks. As part of this effort hydraulic modeling of the City's current and future water storage tank needs was performed and confirmed some additional storage is warranted near term and at buildout.
- Scenarios for funding and phasing tank repairs and new tank construction were presented to City Council in an August 1, 2011 Staff Report. The implementation scenario supported by Council included adding a third tank at the Northridge Tank site behind the Public Safety Center.
- Adding a tank at this site provides some of the additional storage required by the City, but also provides needed flexibility related to future repairs of the two existing tanks on the site.
- The existing Northridge Tank site is the preferred site for the new tank. However, this preliminary design phase will include an evaluation of other potential sites.
- This project also includes identifying waterline bottlenecks that may need to be addressed in the distribution system in order to maximize the effectiveness of existing and new water tanks.
- Staff prepared a Request for Proposals for the completion of the preliminary design phase services and distributed it to three engineering firms qualified to perform this work. Of the three proposals received, Staff believes Burns and McDonnell Engineering Company, Inc. presented the best proposal and provides the best value to the City.
- Staff recommends awarding the contract to them based on their competitive pricing, proposed scope of work, familiarity with the City's infrastructure and the successful water tank and pipeline design experience of their proposed project team.
- This contract is for preliminary design services. At completion of this work Staff will return to City Council with a contract for final design.

Expenditure Required: \$229,270

Source of Funds: Utility Fund Capital Improvement
Northridge Tank No. 3 Project

Policy Issue

Should the City execute a contract with Burns And McDonnell Engineering Company, Inc. for preliminary design services for the Northridge Tank No. 3 project?

Alternatives

1. The City could award the contract to another firm but Staff does not recommend this alternative since Burns And McDonnell Engineering Company, Inc. presented the best and most qualified proposal and will provide the best value to the City.
2. The City could choose to not proceed with the project and rely on existing potable storage. Staff does not recommend this alternative as it does not address the current need for more storage and would not provide the desired flexibility related to repairs on the existing tanks at this Northridge site.

Background Information

Distribution system storage tanks provide water required to meet short-term periods of high consumer demand, emergency storage in the event of a widespread interruption of water supply and fire flow storage. Previous distribution system modeling and master planning has shown that the City needs some additional potable water storage to meet current and buildout water demands. The new Northridge Water Tank No. 3 is proposed to be the first portion of new storage constructed. A new tank at this site will help achieve near-term storage needs and also provide operational flexibility during planned repair projects to the existing Northridge tanks

This project includes preliminary design of a new 3 to 3.5 million gallon water storage tank near the existing Northridge Water Tanks. The project will include confirmation that this site best meets the City's near term needs, determine optimum storage tank size and water depth and identify potential water distribution system bottlenecks that may need to be replaced to allow sufficient transmission of water to and from the City's water tanks.

The main objectives of this preliminary design phase are as follows:

- Confirm the optimum site for the Northridge Tank No. 3.
- Confirm recommendations on methods to reduce corrosion potential.
- Review alternative tank roof designs and confirm recommendations.
- Provide a cost analysis of steel versus concrete tanks.
- Assist City staff with public outreach by providing architectural renderings of the proposed tank at the recommendation location.

Staff distributed a Request for Proposals (RFP) for preliminary design of the Northridge Tank No. 3 to three engineering firms specialized in this type of work. Of the three proposals received, Staff recommends that Burns And McDonnell Engineering Company, Inc. be selected for this work. This selection is based on their successful response to the following criteria as outlined in the Request for Proposals:

- Response to specific requirements in RFP, clarity and presentation of proposed scope, tasks and fee.
- The firm's background and expertise in completing water tank and waterline projects of similar size, scope, and complexity.
- Firm's references related to the ability to complete project requirements on schedule and within budget.
- Firm's reputation with the City and familiarity with City codes, policy, procedures, and regulations.
- Professional background and experience of each key person of the project team.

- Key team member availability and commitment to the project.
- Level of effort, competitive firm fee and competitive hourly rates for staff assigned to this project relative to their experience level.

The three consultants that submitted proposals and hourly rate ranges for their key staff were as follows:

Burns & McDonnell Engineering Co. Inc.	\$160 to \$206/hr
HDR, Inc	\$143 to \$197/hr
Carollo Engineers, Inc.	\$137 to \$226/hr

Engineering fees were based on each firm's proposed approach and ranged from \$208,427 to \$310,487 with Burns And McDonnell Engineering Company, Inc. submitting the lowest fee and most complete proposal. Of the firms that proposed, the Burns and McDonnell Engineering Company, Inc.'s approach and team experience were the best and most qualified for the project. They offered senior staff who have completed several similar projects throughout the Front Range. As a result of their recent project experience, they offered an approach that streamlined project tasks that allowed them to accomplish the goals of the project at a lower fee. A 10% contingency in the amount of \$20,843 is also requested for a total preliminary design phase budget of \$229,270.

In Staff's opinion, retaining Burns And McDonnell Engineering Company, Inc. to complete the design and bidding services will result in a better end product and provide the best value to the City. Following successful completion of this predesign phase, Staff plans to negotiate with Burns and McDonnell Engineering Company, Inc. for final design services and will return to City Council for approval of additional work. The overall project with construction is currently estimated to cost \$5,800,000 and is estimated to be completed Spring 2015.

This project helps achieve the City Council's Strategic Plan Goals of "Financially Sustainable City Government Providing Exceptional Services" and "Vibrant Neighborhoods In One Livable Community" by contributing to the objectives of well-maintained City infrastructure and facilities and maintaining neighborhood infrastructure.

Respectfully submitted,

J. Brent McFall
City Manager



Agenda Item 8 E

Agenda Memorandum

City Council Meeting
May 13, 2013



SUBJECT: West 122nd Avenue Reclaimed Water Connections

Prepared By: Sharon I. Williams, Water Resources Engineering Coordinator
Bret Eastberg, Reclaimed Water System Analyst

Recommended City Council Action

Authorize the City Manager to execute a contract with the low bidder, Brannan Construction, Inc., in the amount of \$49,379 for construction services for the West 122nd Avenue Reclaimed Water Connections and authorize a 10% contingency in the amount of \$4,938 for a total project expenditure of \$54,317.

Summary Statement

- Reclaimed water is a valuable water supply source and supporting expansion of the use of this supply is critical to meeting Westminster's long term water supply plan.
- The project will install three (3) different irrigation water service lines to different properties in the vicinity of 122nd Avenue and Pecos Street:
 - Western Electronics, 1401 W. 122nd Avenue
 - Adams County Western Services Building, 12200 N. Pecos Street
 - Casey Industrial, 1400 W. 122nd Avenue
- These connections are the next in a wave of new reclaimed water service connections that are being prioritized and planned for 2013 and 2014.
- Brannan Construction, Inc. was the lowest qualified bidder in a competitive bidding process for the construction of desired reclaimed water system improvements.
- There are sufficient funds budgeted to complete the project.

Expenditure Required: \$54,317

Source of Funds: Utility Fund Capital Improvements - Reclaimed Distribution System Improvements

Policy Issue

Should the City proceed with the construction of the reclaimed water system improvements by awarding the construction contract to Brannan Construction, Inc. (Brannan)?

Alternatives

1. The City could determine not to proceed with awarding the contract to install these service lines. This would result in fewer reclaimed water system customers in the City and would negatively impact progress toward building out the reclaimed water system to its optimal capacity.
2. The City could rebid the project in order to solicit additional bids. The result would be delay in the project, with no guarantee that future qualified bids would be lower.

Neither of these alternatives is recommended by Staff.

Background Information

Reclaimed water is a valuable source of water supply, the development of which is critical to meeting Westminster's water demands, as detailed in the Comprehensive Water Supply Plan. The City has operated a state of the art reclaimed water program since 2000. In 2012, over 1,900 acre-feet of reclaimed water was delivered to customers, saving enough potable water to serve over 4,500 homes for a year. At build-out, it is anticipated that the reclaimed water system will deliver 3,500 acre-feet of water a year and comprise more than 10% of the City's total water supply.

This project will install three (3) different irrigation water service lines to different properties in the vicinity of 122nd Avenue and Pecos Street:

- o Western Electronics, 1401 W. 122nd Avenue
- o Adams County Western Services Building, 12200 N. Pecos Street
- o Casey Industrial, 1400 W. 122nd Avenue

These connections, which will move the City closer to its goal of delivering 3,500 acre-feet at build-out, were selected as priorities in 2012 for 2013 construction. Staff was approached by one of the property owners to connect to the reclaimed water system and all three property owners agreed to connect to the reclaimed water system and apply for appropriate permits with the State. The properties are in close proximity to one another and also to an existing reclaimed water main, so a single project was prioritized to connect all three at one time.

The three properties have an estimated irrigation demand of 19 acre-feet. This year's goal is to add 60 acre-feet of new demand to the reclaimed water system. Two of the properties are having meters set as part of this project and will immediately take an estimated 5 acre-feet of demand off the potable water system and transfer it to the reclaimed water system. The third property is having a stub installed so that a meter can be installed in the future.

Staff worked with a consulting engineer, Burns and McDonnell Engineering Company, Inc., to design the connections and create documents for bid. The bid documents used for this project are also planned to be templates for connection projects in the near future.

The project was bid on March 28, 2013. Seven firms were sent information on the request for bids and the following two firms submitted bids:

Firm	Bid Amount
Brannan Construction, Inc.	\$49,379.00
Northern Colorado Constructors, Inc.	\$58,250.00

After completing a review of the bids received, Staff determined that Brannan provided the lowest and most responsible bid and recommends award of the contract to Brannan. Sufficient funds have been budgeted for this construction and are currently available. Construction will commence following award of the contract with completion anticipated by May 31, 2013.

The construction of these reclaimed water system improvements support the City's Strategic Plan goals of "Financially Sustainable City Government Providing Exceptional Services" by providing efficient and cost-effective services and by contributing to the development of a secure and long term water supply and "Beautiful and Environmentally Sensitive City" by promoting environmentally sensitive operations.

Respectfully submitted,

J. Brent McFall
City Manager



Agenda Item 8 F

Agenda Memorandum

City Council Meeting
May 13, 2013



SUBJECT: Heritage Clubhouse HVAC Retrofit Change Order Authorization

Prepared By: Thomas Ochtera, Energy and Facilities Project Coordinator
Jerry Cinkosky, Facilities Manager

Recommended City Council Action

Authorize the City Manager to execute a change order in the amount of \$17,823 to the existing contract with American Mechanical Services (AMS) of Colorado Springs Inc., for the addition of three supply side duct-fan blowers and ancillary testing and equipment to complete the HVAC retrofit project to design parameters.

Summary

- The new HVAC system was installed in January 2013 to overcome insufficient heating and cooling conditions in the Heritage Golf Clubhouse.
- Post construction air balance testing revealed inadequate air flows in the occupied spaces of the Heritage Clubhouse. Although the HVAC retrofit addressed the size of the ducting and increased efficiency of the heating and cooling equipment, inadequate volume of air flow still persists in the occupied spaces. This is due to existing conditions and physical constraints in one area of the ducting, creating a choke point in the ducting. The addition of supply side duct fans will overcome these air volume inadequacies.
- The change order amount in this Agenda Memorandum adds several individual change orders that all go towards adding the blowers, related testing, and rebuilding of the filter banks.
- This change order requires City Council action because the total of all change orders, with the addition of this change order, will exceed 10% of the total project expenditure amount.

Expenditure Required: \$17,823

Source of Funds: Heritage Club House HVAC Retrofit/Fire Sprinkler Renovation capital project in the General Capital Improvement Fund

Policy Issue

Should Council authorize the HVAC retrofit change order to American Mechanical Services (AMS) as proposed at the Heritage Golf Clubhouse?

Alternative

Council could choose to deny the change order. This is not recommended as the existing system is unable to meet design air-flow criteria for these spaces and would result in comfort issues and inefficiency. This would be especially true in the summer time when user load and outdoor air temperatures would require adequate air flows.

Background Information

During the competitive bid process, inspection holes were cut into the existing walls to verify the size and placement of the vertical sections of ductwork from the mechanical room to the rest of the facility. At the time, the design team recognized that spacial constraints disallowed the feasibility of increasing the duct size and resulted in a type of choke point in the ductwork. It was also discovered that the existing and necessary insulation would likely need to remain in the duct itself due to the constraints posed by the tight space. It was believed that by increasing the fan speeds of the furnaces, we could overcome the choke point and still achieve designed air flows.

During construction, when the ductwork was available for inspection, the ductwork insulation was inspected for integrity. Although the interior insulation was intact and sufficiently adhered to the ducting, it was also recognized that this insulation would add friction, and therefore increased reduction in the air flow.

After construction was completed, additional testing, adjusting and balancing results indicated that the actual air flows were at 60% of what was designed. Other factors, such as duct integrity, were discarded as potential contributors due to the high degree of continuous inspections by City staff and quality workmanship by the contractor. The added supply-side duct fan will overcome the air flow issues without adding significantly to the efficiency of the system overall.

In some cases, the engineering firm responsible for the design of the system may be held accountable for errors in their design. In those cases, the designed solution must be above and beyond what would be necessary if the system had been designed correctly in the first place. In this case, had the designers added the supply fans in their original design, the City would still have to pay for the fans. The only costs associated with this addition, beyond the cost of the fans themselves, is for the cost of the demolition of any ductwork and added labor related to this late change; the design firm has been asked to compensate the City for these costs.

The contract was awarded to AMS at the November 26, 2012, City Council meeting for a total of \$246,107, which includes the base contract of \$223,807 plus a \$22,300 contingency. The change order requested for authorization by City Council brings the total project cost to \$263,930 and is still under the Adopted 2013 Capital Improvement Program Budget for this project, which totals \$525,000.

The authorization for the Heritage Golf Clubhouse HVAC Retrofit change order meets Council's Strategic Plan goals of Financially Sustainable City Government Providing Exceptional Services and a Beautiful and Environmentally Sensitive City by investing in well-maintained facilities and energy efficient City operations.

Respectfully submitted,

J. Brent McFall
City Manager



Agenda Item 8 G

Agenda Memorandum

City Council Meeting
May 13, 2013



SUBJECT: Memorandum of Understanding (MOU) Between Colorado High Performance Transportation Enterprise (HPTE), Colorado Department of Transportation (CDOT) and U.S. 36 Coalition (U.S. 36 Mayors and Commissioners Coalition and 36 Commuting Solutions) Regarding U.S. 36 Managed Lanes/Bus Rapid Transit Project

Prepared By: Aric Otzelberger, Assistant to the City Manager

Recommended City Council Action

Approve the MOU between HPTE, CDOT and the U.S. 36 Coalition regarding the U.S. 36 Managed Lanes/Bus Rapid Transit Project and authorize the Mayor to sign the MOU as the City of Westminster's representative on the U.S. 36 Mayors and Commissioners Coalition (36 MCC).

Summary Statement

- The U.S. 36 Managed Lanes/Bus Rapid Transit Project is under construction and will add a new managed lane (bus rapid transit, high occupancy vehicle, and high occupancy toll) in each direction from Pecos Street to Table Mesa in Boulder. Full project completion is anticipated for 2016.
- This project is occurring sooner than anticipated due to a public-private partnership approach by HPTE and CDOT. As part of this approach, HPTE and CDOT are currently formalizing a 50-year concessionaire agreement with the Plenary Roads Denver. Plenary Roads Denver will be responsible for operations, maintenance and replacement obligations for U.S. 36 and will receive a majority of toll revenues for these responsibilities, along with toll revenues for their debt service and an agreed upon rate of return on their investment.
- This MOU specifies how any residual, "shared" toll revenues are to be spent in the corridor. In general, this MOU requires any shared toll revenues to stay in the corridor, be used in large part for transit/transportation demand management and not supplant CDOT maintenance or funding that would have otherwise been spent in the corridor. The MOU also outlines a collaborative decision making process for expenditure decisions regarding these shared toll revenues.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

Should the City approve the MOU and authorize the Mayor to sign the MOU regarding the U.S. 36 Managed Lanes/Bus Rapid Transit Project?

Alternative

The City could decline to sign this MOU. This is not recommended, as the MOU was the result of negotiations between HPTE, CDOT and the 36 MCC and will help ensure that shared toll revenue stays in the corridor. This agreement also provides for formalized agreement to collaborative decision making regarding future expenditures of these shared toll revenues.

Background Information

The U.S. 36 Express Lanes Project (referred to as the U.S. 36 Managed Lanes/Bus Rapid Transit Project in this MOU), is a roughly \$425 million effort that commenced in 2012. This project will add a new managed lane (bus rapid transit, high occupancy vehicle, and high occupancy toll) in each direction of the highway for 18 miles from Pecos Street to Table Mesa in Boulder. The project is also replacing several bridges at Sheridan Boulevard, Wadsworth Parkway, 112th Avenue and Lowell Boulevard. Interchange improvements are also included, as are improvements to BRT stations (Park-n-Rides) along the corridor. A new corridor-wide commuter bikeway is included in the project. Phase One of the project to 88th Avenue in Louisville/Superior is under construction and CDOT/HPTE is working on a contract for Phase Two of the project, which will extend to Table Mesa in Boulder. Completion of the entire project is anticipated for 2016.

This project is occurring sooner than anticipated due to a public-private partnership approach by HPTE and CDOT. As part of this approach, HPTE and CDOT are currently formalizing a 50-year concessionaire agreement with the Plenary Roads Denver. Plenary Roads Denver will be constructing Phase Two of the project and the team includes Ames/Granite Construction, which is the lead construction contractor for Phase One. In addition to completing the project, Plenary Roads Denver will be responsible for operations, maintenance and replacement obligations for U.S. 36 and will be receiving a majority of toll revenues for these responsibilities, along with toll revenues for their debt service and an agreed upon rate of return of their investment.

Plenary Roads Denver's participation in the project is made possible by tolls. Currently, CDOT/HPTE policy on the existing I-25 HOT lanes is that single-occupant vehicles must pay a toll and vehicles with two or more individuals can drive in the lane toll-free (HOV2+). Recently, CDOT adopted a statewide policy where beginning on January 1, 2017, all tolled managed lanes in the State of Colorado will require HOV2+ vehicles to pay a toll. Vehicles with three or more individuals will be able to drive toll-free (HOV3+). For U.S. 36, there are additional performance standards included in the concessionaire agreement that could institute HOV3+ sooner. While the City of Westminster recognized the need for this change would be likely someday to ensure on-time performance of the busses in the managed lanes and to preserve congestion-free travel in the lane, the City was troubled by the presumptive change to HOV3+. CDOT/HPTE made the decision to move forward with the policy change. In response, the 36 MCC advocated for an equitable approach to managed lanes across Colorado and CDOT responded with the new statewide policy.

Under the forthcoming concessionaire agreement with Plenary Roads Denver, HPTE is to receive certain annual "cash flow sharing amounts" from the toll revenues generated in the managed lanes. The 36 MCC negotiated with HPTE and CDOT to develop an MOU to ensure that these "shared" amounts remain in the U.S. 36 corridor, be used in large part for transit/transportation demand management and not supplant CDOT maintenance or funding that would have otherwise been spent in the corridor. The MOU also outlines a collaborative decision making process for expenditure decisions regarding these shared toll revenues. Under the MOU, each corridor community will designate a representative to act on behalf of what the MOU calls the "U.S. 36 Coalition." Each year before November 15, HPTE will provide each

representative with a written accounting of the toll revenue generated on U.S. 36 in the previous fiscal year (ending on June 30), including the necessary calculation for any shared amounts. Following the sharing of this information, the mayors of corridor communities and other appropriate representatives will meet to consider a proposed budget for the allocation of any shared toll revenue amounts for projects/programs of mutual agreement. The Colorado Transportation Commission will make final budget decisions.

It is worth noting that based on toll revenue forecasts and analysis, it appears that these shared amounts will not become available until 10 to 15 years from project completion in 2016. This is due to the structure of the concessionaire agreement with Plenary Roads Denver, where their receipt of toll revenue is “front loaded” to allow them to pay down debt service, meet operations and maintenance obligations, and receive a contractually guaranteed rate of return. While the 36 MCC is disappointed that revenue sharing will take over a decade to realize, the MOU at least sets the stage for how future project and program decisions will be made and ensures a voice for local governments in the corridor.

City Council action on this item addresses the Strategic Plan Goals of “Strong, Balanced Local Economy” and “Vibrant Neighborhoods In One Livable Community.”

Respectfully submitted,

J. Brent McFall
City Manager

Attachment – Memorandum of Understanding Between HPTE, CDOT and U.S. 36 Coalition Regarding
the U.S. 36 Managed Lanes/ Bus Rapid Transit Project

MEMORANDUM OF UNDERSTANDING
US36 BRT/Managed Lanes Project

This Memorandum of Understanding (“MOU”) is entered into by and between the **Colorado High Performance Transportation Enterprise (HPTE)**, the **Colorado Department of Transportation (“CDOT”)**, **Boulder County**, the **City and County of Broomfield**, the **Cities of Boulder, Louisville, Westminster**, and the **Town of Superior (“Corridor Communities”)**, and **36 Commuting Solutions**, a Colorado non-profit membership organization (“Commuting Solutions”). The Corridor Communities and Commuting Solutions are hereinafter referred to collectively as the “US 36 Coalition”, and HPTE, CDOT and the US 36 Coalition are hereinafter referred to collectively as the “Parties”.

WITNESSETH:

WHEREAS, the HPTE has entered into a Concession Agreement (“Concession Agreement”) with _____ (“Concessionaire”), under which HPTE may receive certain “Cash Flow Sharing Amounts” (as defined in the Concession Agreement and referred to herein as the “Shared Amounts”) from the surface transportation infrastructure project described in the Concession Agreement (“US 36 BRT/Managed Lanes Project” or simply “Project”); and

WHEREAS, 43-4-806, C.R.S., provides in effect that any user fee revenues (such as the Shared Amounts), shall be expended only for purposes authorized by 43-4-806 (3) and only for the US 36 BRT/ Managed Lanes Project, to address ongoing congestion management needs related to the Project, or as a portion of the expenditures made for another surface transportation project that is integrated with the Project as part of a surface transportation system; provided that a portion of such user fees may be used to pay overhead of the HPTE relating to the Project; and

WHEREAS, the Parties acknowledge that the expenditure of Shared Amounts is also subject to the prior agreement of the Regional Transportation District (RTD), to the provisions of the Concession Agreement, and to the requirements of State and federal law applicable to CDOT and the HPTE (including, in particular, 43-4-806, C.R.S.); and

WHEREAS, the US 36 Coalition desires that any Shared Amounts should stay in the corridor within which the US 36 BRT/Managed Lanes Project is to be operated (“Managed Lane Corridor”), be used in large part for transit/Transportation Demand Management (“TDM”)/multimodal purposes determined in collaboration with the US 36 Coalition, and not supplant CDOT maintenance or other funding which would otherwise be budgeted and being spent for ongoing maintenance, operation, rehabilitation or reconstruction of the general purpose lanes adjacent to the Managed Lane Corridor; and

WHEREAS, TDM programs that were evaluated in the alternatives analysis phases of the U.S. 36 Environmental Impact Statement, Project No. NH 0361-070 (14133) (“US 36 EIS”) included alternative work schedules, teleworking, marketing and outreach activities to employers, employer and community-based Eco Passes/transit subsidies, coordinated land use and transportation planning, preferential parking programs, bicycle commuting support, and communication efforts such as websites/marketing; and

WHEREAS, Commuting Solutions is the designated direct service provider for TDM marketing services and is the appropriate entity with which to contract for such services, unless otherwise agreed by the Corridor Communities; and

WHEREAS, the purpose of this MOU is to establish a transparent and collaborative process by which the US 36 Coalition can meaningfully participate in decisions about the use of Shared Amounts and about future capital and operational investments in the Managed Lane Corridor.

NOW THEREFORE, in consideration of the above and the mutual covenants and commitments made herein, the Parties agree as follows:

- A. REPRESENTATIVES. Each Corridor Community and Commuting Solutions will appoint a representative (“Corridor Representative”) for formal communications under this MOU and the Corridor Communities and Commuting Solutions will collectively identify a representative authorized to act on behalf of the US 36 Coalition (“Coalition Representative”). The Corridor Communities and Commuting Solutions will each notify the HPTE and CDOT in writing of such appointments and any changes to such appointments, and HPTE and CDOT will be entitled to rely on such notifications in carrying out their respective responsibilities under this MOU.
- B. ADMINISTRATION AND COORDINATION. HPTE agrees to administer and coordinate with CDOT the collaborative process established by this MOU. The Coalition Representative will have the responsibility for administering and coordinating the collaborative process established by this MOU with and among the Corridor Communities and Commuting Solutions through their respective Corridor Representatives.
- C. WRITTEN ACCOUNTING. No later than November 15 of each year, the HPTE Executive Director will provide written accounting to the Coalition Representative of the toll revenue generated by the US 36 BRT/Managed Lanes Project during the preceding fiscal year of the HPTE (ending June 30) and all other information and data required to be furnished by the Concessionaire under the Concession Contract, including without limitation Schedule 14 of the Concession Agreement, necessary to the calculation of the Shared Amounts.
- D. COLLABORATION MEETINGS.
 - (1) At least annually, but no later than March in each fiscal year, the HPTE, acting through the Corridor Representative, will convene a meeting of the Mayors of Boulder, Westminster, Broomfield, Superior, and Louisville, a member of the Boulder County Board of Commissioners, the Chair of 36 Commuting Solutions, the Executive Director of the Colorado Department of Transportation, and the General Manager of the Regional Transportation District, or their designated alternates, to consider a proposed budget for the allocation of Shared Amounts received by the HPTE and for capital and operational investments in the Managed Lane corridor consistent with this Agreement.

(2). Not less than 30 days preceding the meeting required by subparagraph 1 of this paragraph D, HPTE will deliver to the Coalition Representative a proposed budget for the expenditure of Shared Amounts in the Corridor and for other capital and operational investments in the Corridor. As requested by the Coalition Representative, HPTE and CDOT will meet with the Corridor Representatives to review the proposed budget.

- E. AGREEMENTS. The Parties agree to participate in the collaborative process set forth in this MOU in good faith and acknowledge that Shared Amounts may be received over an extended period of years into the future and therefore circumstances affecting the Parties' views of the appropriate allocation of Shared Amounts may change over time. With that understanding and subject to RTD consent, the requirements of the Concession Agreement, and existing federal and state law, HPTE and CDOT agree that (i) except with the consent of a majority in number of the entities constituting the US 36 Coalition, expenditure of Shared Amounts will be made in the Managed Lane Corridor and in accordance with the US 36 EIS, including a significant investment in BRT/Transit and TDM purposes operations and services, (ii) future capital and operational investments of the Shared Amounts in the Managed Lane Corridor will be submitted to the collaborative process set forth in this Agreement, and (iii) Shared Amounts will not be used to supplant CDOT maintenance or other funding already being spent for ongoing maintenance, operation, rehabilitation or reconstruction of the general purpose lanes adjacent to the Managed Lane Corridor (except in the case of shared life-cycle maintenance required by the Concession Agreement).
- F. BRT/TRANSIT AND TDM PURPOSES. HPTE and CDOT agree that for purposes of paragraph D above, the following BRT/transit and TDM purposes are considered consistent with the US 36 EIS and are therefore eligible for funding with Shared Amounts:
- (i). On-going programmatic support for TDM corridor coordination through contracting with 36 Commuting Solutions as a direct TDM service provider to corridor markets;
 - (ii). Implementation of US 36 First and Final Mile strategies and other incentives for coordinated land use and transportation planning;
 - (iii). Financial incentives to encourage transit and carpooling in the US 36 corridor including, but not limited to, transit pass subsidies such as Master Eco Pass, Employer Eco Pass, Community Pass, Flex Pass, 10-ride ticketbook programs, vanpool/carpool matching and fare subsidies and other related incentive programs;
 - (iv). Marketing and educational outreach campaigns consistent with goals identified in the US 36 EIS relating to improving multimodal travel in the corridor; and
 - (v) Purchase of transit vehicles and other capital and operating expenses that support the bus rapid transit in the Corridor which are in addition to the baseline funding which would otherwise be budgeted and spent by RTD for bus rapid transit serving the Managed Lane Corridor.

G. TRANSPORTATION COMMISSION AUTHORITY. The Parties agree that this MOU shall be interpreted and construed to fully recognize the legal authority of the Colorado Transportation Commission ("Commission") to make budgeting and allocation decisions with respect to state transportation funding. Nothing in this MOU shall be interpreted or construed to limit the authority of the Commission with respect to establishing the general policy for the state transportation system, promulgating budgets for the state transportation system or making final decisions on expenditure and allocation for all funds credited to CDOT.

H. ENTIRE AGREEMENT; AMENDMENTS.
This Agreement contains the entire agreement between the Parties. It may be amended only by written agreement of the Parties.

I. EFFECTIVE DATE AND TERM. This MOU will be effective from and after the later to occur of May __, 2013 (i.e., the Contract Date of the Concession Agreement) or the date on which this MOU is authorized and executed by the Parties and, unless earlier terminated by the Parties, will remain in effect until the Concession Agreement expires or is terminated.

J. NOTICES.
Notices under this Agreement shall be sent to the Parties' representatives listed below. Any required notices or referrals shall be in writing and shall be hand delivered or sent by facsimile transmission or United States mail, postage prepaid, to the addresses of the parties herein set forth. All notices by hand delivery shall be effective upon receipt. All facsimile transmissions shall be effective upon transmission receipt. All notices by mail shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below.

ENTITY:

REPRESENTATIVE:

Colorado Department of Transportation
4201 E. Arkansas Avenue
Denver, Colorado 80222

Don Hunt, Executive Director

Colorado High Performance Transportation
Enterprise
4201 E. Arkansas Avenue
Denver, Colorado 80222

Mike Cheroutes, Director

Boulder County
PO Box 471
Boulder, Colorado 80306

Elise Jones, Commissioner
US 36 Mayors and Commissioners Coalition

Names and addresses of the initial Community Representatives and of a 36 Commuting Solutions representative are attached as Exhibit 1, and name or address changes for any representative shall be made in writing, mailed to the other representatives at the then current address.

THIS AGREEMENT is made and entered into to be effective on the date as provided above.

EXHIBIT 1

ENTITY:

36 Commuting Solutions
287 Century Circle, Suite 103
Louisville, CO 80027

City of Boulder
PO Box 791
Boulder, CO 80306

Boulder County
PO Box 471
Boulder, CO 80306

City and County of Broomfield
One DesCombes Drive
Broomfield, CO 80020

City of Louisville
749 Main Street
Louisville, CO 80027

Town of Superior
124 E. Coal Creek Drive
Superior, CO 80027

City of Westminster
4800 W. 92nd Avenue
Westminster, CO 80031

REPRESENTATIVE:

Lori Frasier, Chairperson

Matthew Appelbaum, Mayor

Elise Jones, Commissioner

Patrick Quinn, Mayor

Robert Muckle, Mayor

Andrew Muckle, Mayor

Nancy McNally, Mayor



Agenda Memorandum

City Council Meeting
May 13, 2013



SUBJECT: Second Reading of Councillor's Bill No. 15 re Shoenberg Farm Milk House
Rehabilitation Grant Award Supplemental Appropriation

Prepared By: Tony Chacon, Senior Projects Coordinator

Recommended City Council Action

Pass Councillor's Bill No. 15 on second reading, providing for a supplemental appropriation of funds to the 2013 budget of the General Capital Improvement (GCIF) relative to the receipt of funds awarded to the City of Westminster from the State Historic Fund to be used towards the restoration of the Shoenberg Farm Milk House.

Summary Statement

- The State Historical Fund awarded the City of Westminster a grant in the amount of \$169,704 for the rehabilitation of the Shoenberg Farm Milk House focusing on the structural stabilization of the foundation and repair to the exterior brick walls. The property is located at 5202 West 73rd Avenue.
- The City Council approved an agreement with the State Historical Fund accepting the grant proceeds on March 25, 2013.
- Per the approved agreement with the State Historical Fund, the City is required to contribute a cash match of up to \$73,000. This cash match was included in the approved 2013 City budget.
- This Councillor's Bill was approved on first reading on April 22, 2013.

Expenditure Required: \$169,704

Source of Funds: State Historic Fund Grant Award

Respectfully submitted,

J. Brent McFall
City Manager
Attachment – Ordinance

BY AUTHORITY

ORDINANCE NO. **3676**

COUNCILLOR'S BILL NO. **15**

SERIES OF 2013

INTRODUCED BY COUNCILLORS
Lindsey - Kaiser

A BILL

**FOR AN ORDINANCE AMENDING THE 2013 BUDGET OF THE GENERAL CAPITAL
IMPROVEMENT FUND AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM
THE 2013 ESTIMATED REVENUES IN THE FUNDS**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2013 appropriation for the General Capital Improvement Fund, initially appropriated by Ordinance No. 3655 is hereby increased by \$169,704. This appropriation is due to the receipt of state grant funds.

Section 2. The \$169,704 increase in the General Capital Improvement Fund shall be allocated to City Revenue and Expense accounts as described in the City Council Agenda Item 10 E, dated April 22, 2013 (a copy of which may be obtained from the City Clerk) increasing City fund budgets as follows:

General Capital Improvement Fund	<u>\$169,704</u>
Total	<u>\$169,704</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 22nd day of April, 2013.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED
this 13th day of May, 2013.

ATTEST:

Mayor

City Clerk



Agenda Item 8 I

Agenda Memorandum

City Council Meeting
May 13, 2013



SUBJECT: Second Reading of Councillor's Bill No. 16 re Proposed Economic Development Agreement with Air Comm Corporation

Prepared By: Chris Gray, Economic Development Officer

Recommended City Council Action

Pass Councillor's Bill No. 16 on second reading authorizing the City Manager to execute and implement an Economic Development Agreement with Air Comm Corporation.

Summary Statement

- This Councillor's Bill was passed on first reading on April 22, 2013.
- Air Comm designs and manufactures environmental control systems for aircraft and is an industry leader in specialized heating and air conditioning systems for helicopters.
- Air Comm purchased the 52,000 square foot office/manufacturing building at 1575 W. 124th Avenue for its headquarters and manufacturing facility. The building is currently partially unoccupied. The company favors the Westminster location over those in Louisville and at the Boulder Airport.
- Air Comm employs 93 people at an average wage of \$54,200 per year and plans to significantly increase staff over the next three years.
- Assistance is based on the City's desire to attract new employers and to keep an existing office/manufacturing building in service.
- The proposed Economic Development Agreement (EDA) is not to exceed \$38,000, which is estimated at \$4,628 in permit fee rebates, \$6,000 in construction use tax rebates and \$27,750 in use tax rebates on equipment, furnishings and fixtures.
- Should Air Comm decide to move out of Westminster within 5 years of the approval of this EDA, the assistance would have to be reimbursed to the City by the company.

Expenditure Required: Not to exceed \$38,000 (Rebates)

Source of Funds: The EDA with Air Comm will be funded through revenue received from permit fees, construction use tax, and use tax on equipment, furniture and fixture purchases for the Air Comm project.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments - Ordinance
- Exhibit A – Agreement

BY AUTHORITY

ORDINANCE NO. **3677**

COUNCILLOR'S BILL NO. **16**

SERIES OF 2013

INTRODUCED BY COUNCILLORS
Major - Atchison

**A BILL
FOR AN ORDINANCE AUTHORIZING THE ECONOMIC DEVELOPMENT
AGREEMENT WITH AIR COMM CORPORATION**

WHEREAS, the successful attraction and retention of expanding primary businesses in the City of Westminster provides employment opportunities and increased revenue for citizen services and is therefore an important public purpose; and

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

WHEREAS, Air Comm Corporation plans to purchase and occupy the building at 1575 W. 124th Avenue in Westminster; and

WHEREAS, a proposed Economic Development Agreement between the City and Air Comm Corporation is attached hereto as Exhibit "A" and incorporated herein by this reference.

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

THE CITY OF WESTMINSTER ORDAINS:

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

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED
PUBLISHED this 22nd day of April, 2013.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED
this 13th day of May, 2013.

Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

City Clerk

City Attorney's Office

Exhibit "A"
ECONOMIC DEVELOPMENT AGREEMENT
FOR
AIR COMM CORPORATION

THIS ECONOMIC DEVELOPMENT AGREEMENT is made and entered into this ____ day of May, 2013, between the CITY OF WESTMINSTER (the "City") and AIR COMM CORPORATION, a Colorado Corporation (the "Company").

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

WHEREAS, the Company plans to purchase and occupy the 52,000 square foot building at 1575 W. 124th Avenue, thus providing primary job growth within the City; and

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

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

1. Building Permit Fee Rebates. The City shall rebate to the Company 50% of the building permit fees that are otherwise required under W.M.C. Section 11-10-3 (E) for the remodeling and improvements in the building at 1575 W. 124th Avenue. This rebate excludes water and sewer tap fees. The permit fee rebate will be approximately \$4,628.

2. Use Tax Rebate--Construction. The City shall rebate to the Company 50% of the Building Use Tax (excludes the City's .25% Open Space Tax and .6% Public Safety Tax) on construction materials collected from the remodeling and improvements in the building at 1575 W. 124th Avenue that are otherwise required under W.M.C. Sections 4-2-9 and 4-2-3. The use tax rebate will be approximately \$6,000.

3. Sales and Use Tax Rebate--Furniture and Fixtures. For the period of 3 months prior and 36 months after the Company obtains a Certificate of Occupancy for its facility at 1575 W. 124th Avenue, the City will rebate 50% of the Westminster General Sales and Use Tax (excludes the City's .25% Open Space Tax and .6% Public Safety Tax) collected from the Company on the purchased equipment and furnishings. Rebates will be based on the documentation prescribed by the City and provided by the Company which illustrates purchases or delivery of any such furnishings, fixtures, or equipment that occurred within the City of Westminster and that taxes were paid to and collected by the City. The rebate will be approximately \$27,000.

4. Payments of Rebates. The total rebate is not to exceed \$38,000. The rebates to the Company by the City shall be paid in quarterly installments from revenue actually collected and received by the City in connection with the move by the Company into the new facility. Payments of each quarterly installment shall be paid to the Company by the City within thirty (30) days following the end of each calendar quarter. All payments by the City shall be made electronically to the Company's designated financial institution or other account.

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

6. Termination. This Agreement shall terminate and become void and of no force or effect upon the City if the Company has not moved into the building at 1575 W. 124th Avenue by December 31, 2013 or should the Company not comply with the City regulations or code.

7. Business Termination. In the event the Company ceases business operations within the City at any time prior to December 31, 2018, then the Company shall pay to the City the total amount of fees and

taxes that were paid by or for the Company to the City and were subsequently rebated by the City to the Company pursuant to this Agreement.

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

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

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

AIR COMM CORPORATION

CITY OF WESTMINSTER

Richard F. Steiner
Executive Vice President

J. Brent McFall
City Manager

ATTEST:

ATTEST:

Linda Yeager
City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney's Office

Adopted by Ordinance No.



Agenda Item 10 A

Agenda Memorandum

City Council Meeting
May 13, 2013



SUBJECT: Resolution No. 17 re Intergovernmental Agreement with Adams County for Disaster Mutual Aid Assistance

Prepared By: Michael Reddy, Emergency Management Coordinator

Recommended City Council Action

Adopt Resolution No. 17 authorizing the City Manager to execute an Intergovernmental Agreement with Adams County pertaining to Disaster Mutual Aid Assistance.

Summary Statement

- Intergovernmental Agreements for “Disaster Mutual Aid Assistance” between Adams County and the municipal governments within the County are needed to assure that gaps identified within State Legislation and existing mutual aid agreements that address supplemental support are agreed upon.
- This Intergovernmental Agreement (IGA) formalizes and enhances the working relationship with Adams County, assuring continuity of effort in planning for, responding to, and recovering from, large scale emergencies and disasters and is not meant to replace or supersede existing mutual aid agreements.
- The State of Colorado, Office of Emergency Management, is moving towards establishing IGAs between municipal and county governments to assure local coordination prior to requesting State assistance for a disaster.
- This IGA allows participating parties to provide emergency resources and personnel in the event of a disaster or other incidents not rising to the level of a State disaster declaration.
- This IGA provides clear terms regarding cost share and mutual aid periods as required by the Federal Emergency Management Association (FEMA).
- The term of the agreement is for five years with a provision for automatic renewal in five-year increments unless terminated by either party pursuant to the terms of the agreement.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

Should the City enter into an IGA with Adams County for Disaster Mutual Aid Assistance?

Alternative

Council could elect not to execute this IGA. Staff recommends approval for the following reasons:

1. The IGA formalizes and enhances the working relationship with Adams County, assuring continuity of effort in planning for, responding to, and recovering from large scale emergencies and disasters.
2. The State of Colorado, Office of Emergency Management, strongly encourages intergovernmental agreements be established between municipal and county governments to assure local coordination prior to requesting State assistance.

Background Information

In the past, the City of Westminster utilized a statewide mutual aid agreement for disaster emergencies as the method for mobilizing resources and providing situation status to the State. Recently the State transferred emergency management responsibilities from the Department of Local Affairs to the Department of Public Safety. The legislation providing for this transfer of emergency management responsibilities recommended that local governments establish intergovernmental agreements to assist with initial disaster response. This IGA provides supplemental support in emergencies and disasters and is not meant to replace or supersede existing agreements for mutual aid. Intergovernmental Agreements for Disaster Mutual Aid Assistance that are being put into place will assist local and county governments to rapidly provide critical resources in times of need and will help determine post-disaster cost sharing. This IGA is mutually beneficial to both the City of Westminster and Adams County and will enhance disaster planning, response and recovery activities. This IGA will further support the Strategic Planning Goal of a “Safe and Secure Community” by formalizing the working relationship with Adams County, improving jurisdictional coordination and resource utilization in the event of a disaster.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments - Resolution
 - Intergovernmental Agreement

RESOLUTION

RESOLUTION NO. **17**

INTRODUCED BY COUNCILLORS

SERIES OF 2013

**A RESOLUTION
AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY
OF WESTMINSTER AND ADAMS COUNTY FOR DISASTER MUTUAL AID
ASSISTANCE**

WHEREAS, Section 18(2)(a) of Article XIV of the Colorado Constitution, as well as Sections 29-1-201, et seq., and 29-20-205 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and

WHEREAS, the Intergovernmental Agreement attached to this Resolution identifies obligations of the City of Westminster and Adams County Government for Disaster Mutual Aid Assistance.

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

1. The Intergovernmental Agreement between the City of Westminster and Adams County for Disaster Mutual Aid Assistance is hereby approved.
2. The City Manager is hereby authorized to execute and the City Clerk to attest the Intergovernmental Agreement in substantially the same form as attached.

PASSED AND ADOPTED this 13th day of May, 2013.

Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

City Clerk

City Attorney

AGREEMENT
FOR DISASTER-EMERGENCY MUTUAL AID
AND
DISASTER-EMERGENCY FUNDING ASSISTANCE
IN AND BETWEEN
LOCAL GOVERNMENTS

This Agreement, dated this ____ day of _____, 2012, is made by and between the local government entities who are signatories thereto, all being local governments lying within or servicing the whole of Adams County, Colorado, and each a Party (referred to herein as “the Parties”), agreeing as follows

I. Purpose

The purpose of this Agreement is to set the terms for the provision of Disaster and Emergency Mutual Aid and Assistance, including County Disaster and Emergency Assistance funding during declared emergencies or disasters.

II. Authority

The authority for this IGA is Section 18 of Article XIV of the Colorado Constitution; Section 6 of Article XX of the Colorado Constitution; Section 29-1-203, C.R.S., and provisions of the Colorado Disaster Emergency Act, Section 24-33.5-701, C.R.S., as amended.

III. Term

The term of this IGA shall be for five (5) years from the reference date above, unless sooner terminated under the provisions of this IGA. This agreement shall be automatically renewed in continuing five (5) year increments unless terminated by the Parties pursuant to the provisions of Section VI or XII below.

IV. Disaster Assistance and Mutual Aid

a. Assistance and Mutual Aid

- i. Pursuant to the Colorado Disaster Act, the County agrees to provide the following assets and assistance subject to the provisions of this IGA:
 1. The County Emergency Operation Center (EOC) shall be made operational upon request by any Party(ies) experiencing a disaster or emergency.
 2. At the discretion of the County Administrator or Board of County Commissioners, deployment of County assets upon the request of a Party during a disaster or emergency when the requesting Party has determined that the incident demands exceed the capabilities of the requesting Party.
 3. The County may make available the Adams County Policy Center when requested by two or more Parties in support of the need for a Unified Coordination System.
- ii. Signing Parties may also agree to provide assets and assistance to one another and the County, subject to the provisions of this IGA.
- iii. Parties agree to provide reasonable participation and assistance in training and exercise development that support the purpose of this IGA.

- b. Declared Emergencies or Disasters. In the event of a local or state Declared Emergency or Disaster, as pursuant to and as provided by any municipalities charter, ordinances or resolutions, County resolution, the Colorado Disaster Act of 1992, as amended, or a federal disaster declaration, any Party to this Agreement may request from the other Parties that assistance be provided anywhere within the requesting Party's jurisdiction.
 - i. A request for assistance may be for any type of assistance or aid that the requesting Party may deem necessary to respond to the emergency or disaster situation within their jurisdiction and which is not otherwise covered by other existing mutual aid agreements, such as the North Metro Fire Chief's Mutual Aid Agreement, local law enforcement agreements for long and short term mutual aid, or state statute or mutual aid agreements.
 - ii. Any request for mutual aid or assistance shall include a statement of the amount and type of equipment and/or personnel requested, contact information, duration needed, and the location to which the equipment and/or personnel are to be dispatched.
 - iii. Upon receipt of a request for assistance, the other Party(ies) may voluntarily agree to provide any personnel, equipment, or other assistance which the requesting Party deems suitable for mutual aid assistance.
 - iv. **The mutual aid period shall begin and continue for twelve (12) hours from the time of dispatch.**
 - 1. During the first twelve (12) hours, the requesting party will not incur any personnel or equipment charges from any responding Party.
 - 2. After twelve (12) hours, the responding Party may continue to provide such assistance at no charge to the requesting Party, or may charge the requesting Party at the rate provided when agreeing to respond.
 - v. In requesting and providing such assistance, the Parties agree to conform to the current standards of practice of the National Incident Management System (NIMS) and the Incident Command System (ICS).
- c. Emergencies or Disasters not rising to the level of Declaration. In the event that the incident does not rise to the level of necessitating a disaster declaration, the provisions of this IGA may also be utilized in the providing of assistance and aid.
- d. Command & Control.
 - i. Requests for mutual aid and assistance under this Agreement will be processed through the requesting Party's Emergency Operations Center (EOC) to the County EOC. The County EOC will relay the request to the other Parties and the State EOC.
 - ii. Parties responding with available resources and personnel will confer with the requesting Party's EOC and report to the staging area designated by the requesting Party. The responding Party's EOC will status the appropriate resources accordingly in WebEOC.
 - iii. Personnel and equipment shall be released by the requesting Party's Incident Commander when the assistance is no longer required or when the responding Party's equipment or personnel are requested by the responding Party. Such

release of equipment shall be communicated and documented through the County EOC and resource management system.

- iv. Personnel and equipment under this Agreement shall follow the incident command system and NIMS principles.
- v. Personnel are responsible for following their agency's policies and procedures.
- vi. Tracking of costs, personnel and equipment shall be the responsibility of the requesting Party.

V. Reimbursement and Compensation

- a. Reimbursement. Any Party may seek reimbursement or other recovery from state or federal sources as provided under the Colorado Disaster Emergency Act, as amended, the federal Stafford Act, as amended, and other applicable state or federal laws, regulations, or policies.
- b. Compensation. Except as otherwise stated in this IGA, no Party shall be required to pay any additional compensation other than the rate provided when agreeing to respond.
- c. Agency Policy and Procedures. Personnel are responsible for following their agency's administrative policies and procedures. Each Party remains responsible for all pay, entitlement, benefits, employment decisions, and worker's compensation for its own personnel.
- d. Reimbursement Distribution. In the event of any reimbursement pursuant to cost recovery from state or federal sources as provided under the Colorado Disaster Emergency Act, as amended, the federal Stafford Act, as amended, and other applicable state or federal laws, regulations, or policies, the receiving Party will distribute the received funds in a fair and equitable manner to assisting jurisdictions, based upon a pro rata share of their documented expenses for the involved incident.

VI. Disaster Planning and Interagency Cooperation

In order to enhance public safety, the protection of life, property and the environment, and in order to enhance the mutual aid capabilities contemplated in this IGA, the Parties agree to the following provisions:

- a. Prepare and keep current emergency planning documents, including jurisdictional disaster response plans and recovery plans. Parties agree to cooperate in the development of each Party's Emergency Operations Plans.
- b. Participate in the Adams County emergency management activities which are designed to ensure coordinated disaster planning, response, and recovery. These activities may include the Local Emergency Planning Committee, multi-agency coordination systems, disaster risk and hazard assessment, training and education, and Incident Management Team support.
- c. Provide a liaison to the County EOC during incidents that affect two or more municipalities within the County to the extent allowed by the local emergency plans, staffing, and other budgetary considerations of the parties. Liaisons may be provided virtually through EOC software management tools, telephone or email.

VII. Termination

- a. A Party to this Agreement may terminate its participation in this IGA upon ninety (90) days prior written notice and without compensation to the other Parties. Termination will not negate any pending claims for reimbursement provided under this Agreement.
- b. Any Notice of Termination shall be addressed to the governing board of each Party.

VIII. Non-Liability

- a. This IGA shall not be construed to create a duty as a matter of law, contract, or otherwise for any Party to assume any liability for injury, property damage, or any other loss or damage that may occur by any action, or non-action taken, or service provided, to the public or any person, as a result of this Agreement.
- b. This IGA shall not be construed to create a duty as a matter of law, contract, or otherwise for the provision of any service or assistance, the Parties recognizing and intending to exercise rights for mutual convenience which they may exercise independently.
- c. This IGA shall not be construed as creating any benefit or enforceable right for any person or entity not a signatory to this agreement.

IX. Integration and Amendments

This Agreement contains the entire understanding of the Parties and the Parties agree that this IGA may only be amended or altered by written Agreement signed by the Parties' governing bodies.

X. Assignment /Transfer

No Party shall assign or otherwise transfer this Agreement or any right or obligation herein without prior consent of the other Parties.

XI. No Third Party Beneficiary

- a. It is expressly understood and agreed that enforcement of the terms and conditions of this IGA shall be strictly reserved to the Parties, and nothing contained this IGA shall give or allow any claim or right of action by any other person or entity regarding this Agreement.
- b. Nothing in this IGA is intended to create or grant to any third party or person any right or claim for damage, or the right to bring or maintain any action at law, nor does any Party waive its immunities at law, including the rights, protections, limitations and immunities granted the Parties under the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et. seq.*, as same may be amended from time to time.

XII. Waiver

The provision of services under this IGA is for the benefit of the Parties in times of emergency or disaster. Accordingly, the Parties do hereby waive, remise, and release any claim, right, or cause of action which either may have, or which may accrue in the future, against the another arising in whole or in part from this Agreement.

XIII. Severability

If any term, covenant , or condition of this Agreement is deemed by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be binding upon the Parties.

XIV. Headings

The section headings of this Agreement are inserted only as a matter of convenience and for reference. They do not define or limit the scope or intent of any provisions in this IGA and shall not be construed to affect in any manner the terms and provisions herein.

XV. Execution

This Agreement shall be executed by each Party on a separate signature page. Original pages shall be recorded and held by the Adams County Office of Emergency Management.

Adams County - Board of County Commissioners

Date

City of Arvada

Date

City of Aurora

Date

City of Brighton

Date

City of Commerce City

Date

City of Federal Heights

Date

City of Northglenn

Date

City of Thornton

Date

City of Westminster

Date



Agenda Item 10 B

Agenda Memorandum

City Council Meeting
May 13, 2013



SUBJECT: Councillor's Bill No. 18 re Amend Westminster Municipal Code Section 5-14-11
Regarding the Definition of Outdoor Sports and Recreation Facility

Prepared By: Rachel Harlow-Schalk, Sr. Projects Officer
Donald M. Tripp, Director of Parks, Recreation and Libraries

Recommended City Council Action

Pass Councillor's Bill No. 18 on first reading amending Westminster Municipal Code Section 5-14-11 adding athletic fields to the definition of an Outdoor Sports and Recreation Facility under the optional premise liquor license.

Summary Statement

- The City is interested in selling concessions at Christopher Fields to include the sale of beer during adult sport events. The City is not interested in being the vendor of the concessions and is working with a potential vendor on a lease for the Fields.
- The type of liquor license best suited for a vendor at an outdoor sports or recreation facility is an optional premise license. The current definition of an optional premise Outdoor Sports and Recreation Facility is, "a facility that consists of a golf course or tennis facility or both."
- To allow for an optional premise license application at Christopher Fields to be accepted by the Special Permit and License Board, the definition of Outdoor Sports and Recreation Facility must be expanded to include athletic fields.
- Pursuing the sale of food and beverages, including beer, through a lease with a private vendor at Christopher Fields will not only enhance services at the fields, but also allows the City to develop a potential additional revenue source without the overhead and liability associated with a city-run concession.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

Should the City allow the sale of beer at athletic fields in the City?

Alternative

City Council could decide that the sale of beer is not necessary at athletic fields in the City. This alternative is not recommended. Liquor licenses are a privileged license and the holder must prove, through an extensive evaluation, that they can responsibly sell liquor. By allowing athletic fields into the definition of an optional premise license, potential for-profit vendors will be able to apply for a liquor license to sell beer. Acquisition of the license will still require a thorough evaluation through the City's liquor licensing authority.

Background Information

For the convenience of visitors and to develop an additional revenue source, staff has been investigating the implementation of food and beverage concessions that include the sale of beer at Christopher Fields. To offer this service and ensure the city does not take on the overhead and liability of running the stand, Staff has pursued this service through a vendor.

The type of liquor license best suited for a seasonal sports or recreational facility like Christopher Fields is an optional premise license. Currently, the definition of an Outdoor Sports and Recreation facility in Section 5-14-11 (D) of the Westminster Municipal Code is, "a facility that consists of a golf course or tennis facility or both." To accept an application for an optional premise liquor license from a potential concessionaire at the Fields, this definition must be expanded to include athletic fields. Additionally, the definition of an athletic fields will need to be added within the same Code section to specify that an athletic field is a prepared surface for use while playing or participating in an organized sport.

A survey by Staff of neighboring parks and recreation jurisdictions found the sale of food and beverages common. The one jurisdiction surveyed that sells beer within their concessions was Erie who manages the concessions including the sale of beer. Erie did not note any alcohol-related incidents at their complex. Westminster currently offers concessions, including beer, at both municipally owned golf courses. It should be noted that the City's experience in allowing concessionaires at the golf courses to serve alcoholic beverages on the course has not been problematic and has created no disturbances in adjacent neighborhoods. Offering concessions that include the sale of beer at athletic fields will be a new activity in Westminster, but not a service new to the organization.

Expanding the definition of Outdoor Sports and Recreation Facility to include athletic fields supports the City's Strategic Plan Goal of a Financially Sustainable City Government Providing Exceptional Services by diversifying revenue sources within the licensing structure.

Respectfully submitted,

J. Brent McFall
City Manager

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **18**

SERIES OF 2013

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE AMENDING SECTION 5-14-11 OF THE WESTMINSTER MUNICIPAL
CODE CONCERNING THE DEFINITION OF OUTDOOR SPORTS AND RECREATION FACILITY

THE CITY OF WESTMINSTER ORDAINS:

Section 1. Section 5-14-11, subsection (D) W.M.C, is hereby AMENDED as follows:

(D) DEFINITIONS: The following terms shall be defined as provided below. Terms not defined in this subsection (D) shall be defined consistent with State law:

“Athletic field” shall mean a prepared surface outdoors for use while playing or participating in an organized sport.

...

"Outdoor Sports and Recreational Facility" shall mean a facility that consists of an athletic field, golf course, tennis court, or some combination thereof.

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED
PUBLISHED this 13th day of May, 2013.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED
this 10th day of June, 2013.

ATTEST:

City Clerk

Mayor

APPROVED AS TO LEGAL FORM:

City Attorney's Office



Agenda Item 10 C-D

Agenda Memorandum

City Council Meeting
May 13, 2013



SUBJECT: Councillor's Bill No. 19 re Supplemental Appropriation for Jessica Ridgeway Memorial Park, Contract Award, and Additional Purchases

Prepared By: Kathy Piper, Landscape Architect II

Recommended City Council Action

1. Pass Councillor's Bill No. 19 as an emergency ordinance authorizing a supplemental appropriation in the amount of \$190,530 reflecting the City's receipt of \$50,000 from the Colorado Garden and Home Show and \$140,530 from the Westminster Legacy Foundation for Jessica Ridgeway Memorial Park (JRMP).
2. Authorize the City Manager to enter into a contract with T2 Construction, Inc. in the amount of \$208,198 for the construction renovation of JRMP with a \$20,819 contingency for construction of the park; authorize Staff to purchase a track ride with ribbon embellishments for JRMP from Landscape Structures for \$25,000; and authorize Staff to purchase other miscellaneous items for JRMP, including a sculpture and a donor recognition ribbon for \$23,345.

Summary Statement

- The City and the Westminster Legacy Foundation (WLF) formalized a partnership to raise funds for design, construction, remodel, dedication and maintenance of JRMP on March 20, 2013.
- In March 2013, City Council appropriated \$275,000 for JRMP. \$196,168 was approved for play equipment and miscellaneous amenities, including a traditional track ride from Game Time for \$8,000. Landscape Structures recently presented Staff a track ride that includes ribbon embellishments, better meeting the original plan with an additional cost of \$17,000.
- Park construction is scheduled to begin in late May with anticipated completion in late summer.
- If outstanding pledges are not actualized or fall short of the total construction costs, Staff has identified several options to cover any shortfall in funds, including possible carryover funds or capital improvement funds from the Parks Renovation project account. Staff will prepare a City Council update if this situation occurs.

Expenditure Required: \$269,362

Source of Funds: \$50,000 Colorado Garden and Home Show;
\$140,530 Westminster Legacy Foundation;
\$78,832 General Capital Improvement Fund

Policy Issues

1. Does City Council wish to appropriate donated funds from the Westminster Legacy Foundation and The Colorado Garden and Home Show to accomplish the construction renovation of the park?
2. Does City Council concur with awarding the bid as recommended for construction renovation of the Jessica Ridgeway Memorial Park?
3. Does City Council concur with the purchase of the ribbon embellished track ride and miscellaneous purchases to complete the project?

Alternatives

1. City Council could choose to not appropriate these funds as proposed. However, this is not recommended since the City has specifically requested donations for the park renovation. The entire Westminster community would benefit from these additional funds as they will allow greater enhancements within the park.
2. City Council could reject the selected contractor for the park renovation. Staff does not recommend this as these proposals meet the parameters outlined by the request for proposals and defined by Staff with concepts approved by the Ridgeway family. While the construction of JRMP could be rebid, Staff does not believe the City will receive substantially different pricing and it would delay the construction of the park.

Background Information

Jessica Ridgeway Memorial Park is a 3.2-acre park located at 10765 Moore Street in the Countryside Neighborhood. The park was originally constructed in 1983 and updated in 1997. The park was identified to be updated in 2014, however with the tragic events that have occurred, this renovation has been moved to 2013 with the hope that the renovations will not only help the neighborhood and community heal but honor and capture Jessica Ridgeway's spirit. A master plan has been designed and completed by Staff with input from Jessica Ridgeway's family.

Staff has selected the playground equipment, shelter and site amenities for the park. Many of the pieces of play equipment and shelter will be customized to fit with the ribbon and color theme of purple and green. Staff selected Game Time as the play equipment provider and the contract was approved at the March 18 City Council meeting. However, since that time, Landscape Structures has provided Staff with a track ride that has ribbon embellishments. Game Time is agreeable to this change as it benefits the overall concept of the park's ribbon theme. The park renovation is schedule to start in late May and is anticipated to be complete by late summer.

Staff solicited four bids from contractors who have provided park construction services for the City of Westminster in the past and completed them successfully. Academy Sports Turf did not bid after reviewing the project. Part of this construction project will be to coordinate with companies that have offered in-kind services and/or donated/discounted products that will be used on the site. Staff has worked with the low bidder to reduce the overall project costs. The original bids are as follows:

CONTRACTORS	CONSTRUCTION BID	ALTERNATES	CONTINGENCY	TOTAL BID
Arrow J Landscape Inc.	\$225,381.91	\$38,757.66	\$26,414.00	\$290,553.57
Goodland Construction, Inc.	\$221,779.98	\$22,446.00	\$24,426.00	\$268,651.98
T2 Construction, Inc.	\$192,678.00	\$31,027.94	\$22,370.60	\$246,077.34

The City has partnered with the Westminster Legacy Foundation. The Foundation has provided significant support in organizing and coordinating fundraising efforts as well as managing donations, tax deductible tracking and documentation. The City formalized the partnership with the Foundation with an agreement that outlines how the funds collected by the Foundation will be used in association with the park; the agreement was executed on March 20, 2013. Specifically, it notes that the funds are for the purpose of design, construction, remodel, dedication and maintenance of the park. Funds raised in excess of the \$465,530 needed for the initial purchase and installation of park equipment and construction will be set aside in a dedicated City account for ongoing maintenance of the park.

Generous donations have been received from Jefferson County Open Space, The Colorado Garden and Home Show, Jefferson County Schools, ReMax Alliance and many other private donations from the community. Below is a partial listing of funds raised to date:

Contributors	Amount
The Colorado Garden and Home Show	\$50,000
Jefferson County Schools *	\$25,000
Parks, Recreation and Libraries Board Neighborhood Enhancement Grant *	\$50,000
Jefferson County Open Space *	\$100,000
Community donations through the Westminster Legacy Foundation – cash in hand	\$78,000
Community donations through the Westminster Legacy Foundation – pledges and outstanding requests	\$62,530
City Funds (General Capital Improvement Fund) *	\$100,000
Total	\$465,530
Anticipated In-Kind Donations (equipment, services, labor, marketing, etc.)	\$155,000
Project Grand Total	\$617,000

* Appropriated in Councillor's Bill No. 13 on April 8, 2013.

The Westminster Legacy Foundation (WLF) has \$78,000 cash donations for the JRMP in hand. A total of \$62,530 are pledges and outstanding requests. Of this total, there are \$34,000 in outstanding pledges to be collected by the WLF and an additional \$28,530 is outstanding in contacts within the community that Staff and other volunteers are pursuing follow up for contributions. If outstanding pledges and/or contacts are not actualized or fall short of the total construction costs, Staff has identified several options to cover any shortfall in funds. These include possible carryover funds or capital improvement funds from the Parks Renovation project account. Staff will follow up with City Council if this situation occurs.

Due to the sensitivity of this project and a desire by the City to complete the project in 2013, construction needs to begin as soon as possible. The contractor will be working with a variety of donated services and materials that need to be coordinated within the short construction schedule. An emergency ordinance is requested to appropriate the \$190,530 of donations in order to proceed with awarding of the contract. Due to the back to back City Council meeting schedule in May due to the Memorial Day holiday, waiting for a second reading of the appropriation until June 10 would delay entering the contract by one month, making the ability of having the park complete by the end of August unlikely. As such, Staff is respectfully requesting that City Council authorize the emergency ordinance appropriating the donations at the City Council meeting on May 13.

This project meets City Council's Strategic Plan Goals of "Financially Sustainable City Government Providing Exceptional Services" by providing alternative funding sources for capital improvement projects; "Vibrant Neighborhoods in One Livable Community" by maintaining neighborhood infrastructure and encouraging active civic participation; and "Beautiful and Environmentally Sensitive City" by maintaining parks consistent with defined goals.

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

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Contributions	7501.43100.0000	\$25,000	<u>\$190,530</u>	\$215,530
Total Change to Revenues			<u>\$190,530</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Jessica Ridgeway Memorial Park	81375050055.80400.8888	\$0	<u>\$190,530</u>	\$190,530
Total Change to Expenses			<u>\$190,530</u>	

Respectfully submitted,

J. Brent McFall
City Manager

Attachments - Councillor's Bill re: Jessica Ridgeway Memorial Park Supplemental Appropriation
- Jessica Ridgeway Memorial Park Revised Track Ride

BY AUTHORITY

ORDINANCE NO. **3678**

COUNCILLOR'S BILL NO. **19**

SERIES OF 2013

INTRODUCED BY COUNCILLORS

**A BILL FOR AN EMERGENCY ORDINANCE
AMENDING THE 2013 BUDGET OF THE GENERAL CAPITAL IMPROVEMENT FUND AND
AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2013 ESTIMATED
REVENUES IN THIS FUND**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2013 appropriation for the General Capital Improvement Fund initially appropriated by Ordinance No. 3655 is hereby increased by \$190,530. This appropriation is due to the receipt of a contribution of \$50,000 from Colorado Garden and Home Show and a contribution of \$140,530 from the Westminster Legacy Foundation for the Jessica Ridgeway Memorial Park.

Section 2. The \$190,530 increase in the General Capital Improvement Fund shall be allocated to City Revenue and Expense accounts as described in the City Council Agenda Item 10 C-F dated May 13, 2013 (a copy of which may be obtained from the City Clerk) amending City fund budgets as follows:

General Capital Improvement Fund	<u>\$190,530</u>
Total	<u>\$190,530</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. Due to the sensitivity of this project and a request from the Ridgeway family to complete the project by the beginning of the 2013-2014 school year, construction needs to begin as soon as possible. The contractor will be working with a variety of donated services and materials that need to be coordinated within the short construction schedule. Therefore, it is hereby declared that an emergency exists and that this ordinance for reallocating funds for the construction of the Jessica Ridgeway Memorial Park is immediately necessary to preserve the financial well-being of the City through timely execution of contracts, at the May 13, 2013, City Council meeting. Wherefore, this ordinance shall be in full force and effect upon adoption of this ordinance on May 13, 2013, by an affirmative vote of six of the members of the Council if six or seven members of the Council are present at the meeting at which this ordinance is presented, or by an affirmative vote of four of the members of the Council if four or five members of the Council are present at the meeting at which this ordinance is enacted.

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

INTRODUCED, READ IN FULL, AND PASSED AND ADOPTED AS AN EMERGENCY ORDINANCE this 13th day of May, 2013.

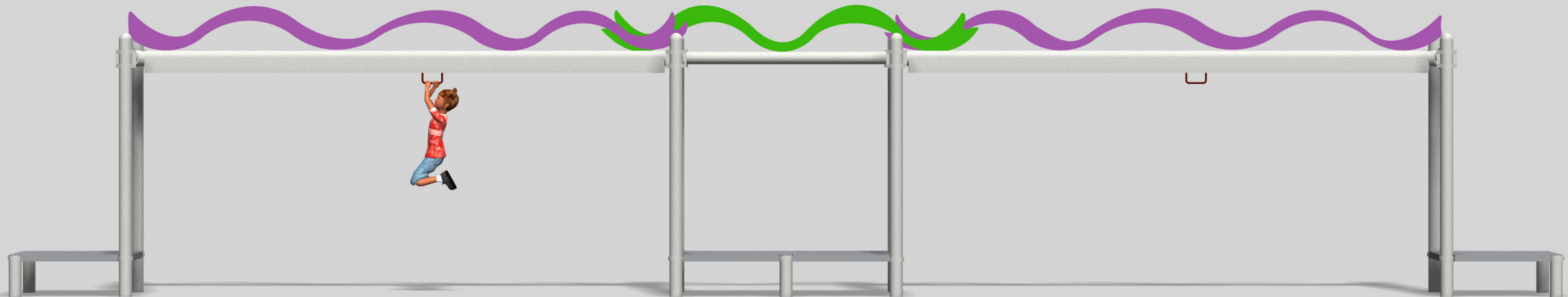
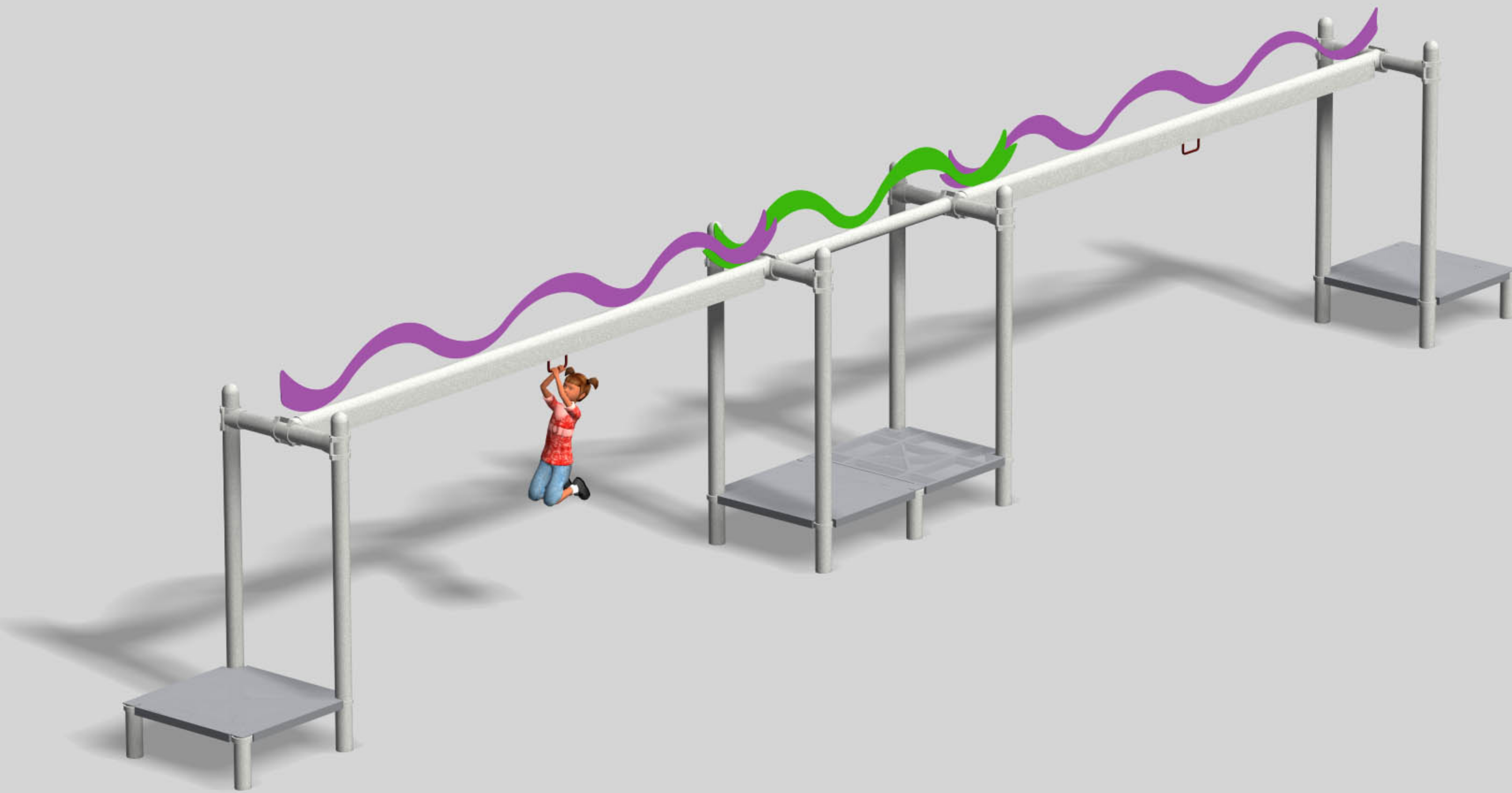
ATTEST:

Mayor

City Clerk

Jessica Ridgeway Memorial Park

May 2, 2013 65949-1-3



Custom products are shown as conceptual only. Custom product manufacturing time for this project will be 6 weeks from the time of LSI order acceptance.

landscape
structures®



**Better playgrounds.
Better world.™**

playlsi.com

Proudly presented by:
Nancy Christie



Rocky Mountain

RECREATION