



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 a maximum of 5 minutes.

- 1. Pledge of Allegiance
- 2. Roll Call
- 3. Consideration of Minutes of the Preceding Meeting (May 11, 2014)
- 4. Report of City Officials
 - A. City Manager's Report
- 5. City Council Comments
- 6. Presentations
- 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. Financial Report for April 2015
 - B. Federal Bridge Enhancements Contract with DTJ Design
 - C. Skyline Vista Playground Renovation Contract with T2 Construction, Inc.
 - D. Skyline Vista Playground Renovation Contract with Landscape Structures, Inc.
 - E. Renewal of Top One, Inc. Contract (Benders at the Ballpark)
 - F. Little Dry Creek Interceptor Sewer Repair and Replacement Design Contract
 - G. Water Resource Assets Master Plan and Supply Pipeline Inspection Project – Hatch Mott MacDonald, LLC
 - H. Water Resource Assets Master Plan and Supply Pipeline Inspection Funding

9. Appointments and Resignations

10. Public Hearings and Other New Business

- A. Councillor’s Bill No. 24 Authorizing Supplemental Appropriation of Lease Proceeds
- B. Agreement to Add \$577,947 to the Existing Master Lease with Chase/JP Morgan Bank
- C. Award Contracts for Park Services Maintenance Equipment
- D. Councillor’s Bill No. 25 Authorizing 1st Quarter 2015 Supplemental Appropriation
- E. Councillor’s Bill No. 26 Approving Exception to Section 8-8-2(C), W.M.C.

11. Old Business and Passage of Ordinances on Second Reading

- A. Special Legal Counsel Services for Drafting of Collective Bargaining Ordinance (Tabled 10-27-14)
- B. Councillor’s Bill No. 18 Updating the Comprehensive Plan (Tabled 04-13-15)

12. Miscellaneous Business and Executive Session

- A. City Council

13. Adjournment

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

- 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.

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE CITY COUNCIL MEETING
HELD ON MONDAY, MAY 11, 2015, AT 7:00 P.M.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

Mayor Herb Atchison, Mayor Pro Tem Bob Briggs, and Councillors Bruce Baker, Maria De Cambra, Alberto Garcia, Emma Pinter, and Anita Seitz were present at roll call. Also present were City Manager Donald M. Tripp, City Attorney David R. Frankel, and City Clerk Linda Yeager.

CONSIDERATION OF MINUTES

Mayor Pro Tem Briggs moved, seconded by Councillor Seitz, to approve the minutes of the regular meeting of April 27, 2015, as presented. The motion carried unanimously.

CITY MANAGER'S REPORT

Mr. Tripp reported that the Council would soon present Length of Service Awards to employees with 20, 25, 30, 35, and 40 years of service to the City. He appreciated Council's recognition of valued employees who had contributed much to the organization over the years, as well as Staff in Human Resources that organized the event.

Following adjournment of this meeting, the Council would hear a staff presentation concerning beekeeping and chicken husbandry. The post-meeting presentation was open to the public. At the conclusion of the presentation, the Council would convene an executive session to discuss strategy and progress on negotiations related to economic development matters for the Westminster Urban Center Redevelopment, disclosure of which would seriously jeopardize the City's ability to secure the development; discuss strategy and progress on the possible sale, acquisition, trade or exchange of property rights, including future leases; and provide instruction to the City's negotiators on the same as authorized by Sections 1-11-3(C)(2), (4), and (7), W.M.C., and Sections 24-6-402 (4)(a) and (e), C.R.S.

Mr. Tripp provided an update on progress to achieve the Council, Staff, and community common vision for a new downtown at the site of the former Westminster Mall. The City's negotiating team, with great experience negotiating complex and groundbreaking development agreements, had been working diligently over the past 14 months with OliverMcMillan, a respected developer known throughout the country, with a goal of reaching agreement on a relationship that would work financially for the City and help achieve the vision of creating a downtown. After verifying earlier this year that Council members remained committed to the common vision, which was followed by several weeks of intense negotiations, it had become evident that the community's common vision and OliverMcMillan's were not aligned; and agreement could not be reached. The City was ending negotiations with OliverMcMillan and moving ahead in a different direction. Success relied on the unified vision and values, clear communication, mutual agreement and hard work of four partners: City Council, the community, City staff and the City Manager, and a developer. A re-energized City team of dedicated professionals and a talented, experienced set of seasoned consultants providing legal, financial and commercial real estate advice and direction, who had successfully brokered major deals throughout the country, would be working hard to identify new development partners aligned with the common vision and getting signed deals. Jody Andrews, Deputy City Manager, would lead the efforts. Mr. Andrews' experience in national and international developments was unquestionable, and he was passionate about delivering a bold vision for a new downtown. Moving forward, the team would re-examine plans with a fresh eye to ensure alignment with the overall vision; solidify a new strategy for a "block by block" approach to development; and unleash the team to identify, recruit and sign deals with new development partners. Positive feedback was being received, which was not surprising given the sites great access to transportation, sweeping views of the Front Range, and strong household income in the area. When coupled with the red hot economy, the right developers to partner with would be found. Development would not come immediately and there would be ups and downs. Work to deliver the bold new vision to the City Council and the

community would not come easily, but it was worthwhile; and the team was united in passion for excellence and dedicated to achieving the goal. Mr. Tripp would report back as progress unfolded on this exciting opportunity.

COUNCIL REPORTS

Councillors Pinter, Garcia, Seitz, De Cambra, and Mayor Pro Tem Briggs shared Staff's excitement and enthusiasm to move forward with block by block development of the vision for a new downtown. While agreement with OliverMcMillan could not be reached, it was inspiring to rely on and trust Staff's expertise and professional experience to bring the reaffirmed vision to fruition. The Council and Staff were mindful of the investment in the site of taxpayer resources and were anxious to begin construction of infrastructure and to forge partnerships with developers to begin block by block construction of a vibrant new downtown.

Councillor Garcia reported that a ceremony to honor former and current military servicemen and women would be held on Saturday, May 16, at the Armed Forces Tribute Garden. The ceremony would begin at 10 a.m. and feature a flag ceremony, patriotic music, a 21-gun salute, a keynote speaker, the reading of new brick honorees' names, a dove release, and displays. All were encouraged to attend this inspirational annual event. Weather had not cooperated with Community Pride Day activities, but volunteers still picked up trash in their designated areas or planned to do so as soon as the rain stopped. They attended the barbecue that had been relocated to the Community Room at City Park Recreation Center and shared an enjoyable lunch with entertainment regardless of the weather.

Councillor Seitz reported having attended a Land Use Leadership Conference recently. Westminster had been invited to participate as a leader in water conservation best practices and the information conveyed had been very worthwhile. As previously mentioned, weather on Community Pride Day had not been cooperative, but it had not dampened the volunteers' enthusiasm. A large crowd enjoyed lunch and entertainment and the volunteers made plans to clean up their designated areas as soon as the weather improved. A touching ceremony at the Police Department on May 7 honored law enforcement officers who had died in the line of duty. It was well attended. The City Hall parking lot would be used for a Shred-a-thon on Saturday, May 16, with donations supporting Crime Stoppers.

Mayor Pro Tem Briggs reported that during the Armed Forces Tribute Ceremonies, bricks would be dedicated for two Civil War veterans who had lived in Westminster following that war. Additionally, the Historical Society had presented a preservation award to Barb Pinter, who was renovating the Husted House on Bradburn Boulevard. On May 12 the Butterfly Pavilion would announce the siting and operation of a second pavilion in the Spring Gardens off the Colorado State University campus in Fort Collins.

Mayor Atchison reported that the City would be in Adams County to accept over \$400,000 in Open Space Grants on May 12 at 9:30 a.m. He expressed gratitude to Adams County.

LENGTH OF SERVICE AWARDS

To recognize employees with tenure ranging from 20 to 40 years, the Council presented Length of Service Awards. Mayor Atchison presented checks for \$2,500, certificates of appreciation, and service pins for 25 years of service to Larry Garlick and Richard Knott. Mayor Pro Tem Briggs presented a certificate of appreciation and service pin to Cindy MacDonald for 30 years of service. Councillor De Cambra presented Mary Joy Barajas, Marty Chase, and Bob Moran with certificates of appreciation and service pins in celebration of their 35-year employment anniversary with the City. Councillor Garcia recognized Carolyn Schierkolk for 40 years of service and presented her with a certificate of appreciation and a service pin.

PROCLAMATIONS

Councillor Pinter read the Mayor's proclamation of Mental Health Month in May and presented it to Teresa Legault of Jefferson County Mental Health.

Councillor Seitz presented the Public Works Week proclamation to a large delegation of employees from the Public Works & Utilities Department in grateful appreciation of the work they performed for the City to keep streets maintained, quality water flowing from water faucets, sanitary sewer disposal, and infrastructure in top condition throughout the year. She read the proclamation declaring May 17 to 23 to be Public Works Week.

Mayor Atchison and Councillor Garcia recognized graduating seniors from the Youth Advisory Panel. Each senior was presented a certificate of appreciation and the Mayor issued a proclamation in their honor. Accepting awards were Christina Femrite, Ryan Blay, Andrew Cannata, Amery Mateo, Karol Smczuk, and Darian Michel.

CITIZEN COMMUNICATION

Shawn Taye Farrington, 13781 East Richthofen Circle in Aurora, and Ana Banera-Ocha, 491 Humboldt Street in Denver, both employees of FRESCA Good Jobs, Strong Communities, urged Council to include affordable housing in development of Downtown Westminster. Residents living in the vicinity of the proposed development and that of the Westminster Station were nervous about being displaced from their homes. Many were having difficulty meeting monthly rent now and their circumstances would only worsen when property values increased because of new development. A broad range of affordable housing was needed for low- and moderate-income people, including teachers and firefighters.

CONSENT AGENDA

The following items were submitted on the consent agenda for Council's consideration: authorize the City Manager to execute a one-year contract with 2 one-year renewal options with Allied Waste Transportation, Inc., d.b.a. Republic Services, Inc., in the amount of \$104,908 per year for the City's solid waste and recycling services and authorize a contingency amount of 10% or \$10,490 for a total contract amount of \$115,398; based upon the recommendation of the City Manager, determine that the public interest would be best served by ratifying a payment of \$3,200 made to Airbus DS Corporation in March 2015 for subscriber licenses and authorize an additional \$3,200 for a potential future license purchase in 2015, bringing the total expenditure authorization request for Airbus DS Corporation in 2015 to \$154,900; based upon the recommendation of the City Manager, determine that the public interest would be best served by approving the Police Department's cumulative expenditures in calendar year 2015 to the North Metro Task Force in an amount not to exceed \$80,373; based upon the recommendation of the City Manager, determine that the public interest would be best served by approving the Police Department's cumulative purchases in 2015 with sole source vendor Precinct Police Products not to exceed \$150,000; final passage on second reading of Councillor's Bill No. 19 annexing the Lower Church Lake Property into the City; final passage on second reading of Councillor's Bill No. 20 approving a Comprehensive Plan amendment for the Lower Church Lake Property changing the designation from Jefferson County Northeast Comprehensive Development Plan to City Owned Open Space; and final passage on second reading of Councillor's Bill No. 21 approving a rezoning of the Lower Church Lake Property from Jefferson County A-1 and A-2 to City of Westminster Open District (O-1).

No one asked that an item be removed from the consent agenda for individual consideration. Councillor Garcia moved, seconded by Councillor Seitz, to approve the consent agenda, as presented. The motion carried by unanimous vote.

PUBLIC HEARING - NORTHPOINT CENTER AMENDED PDP/MERCEDES BENZ EXPANSION REZONE

At 8:07 p.m., the Mayor opened a public hearing concerning the 13th amended Preliminary Development Plan (PDP) for the Northpoint Center and a rezone for the expansion of the Mercedes Benz dealership. Mac Cummins, Planning Manager, entered in the record the agenda memorandum, its attachments, and evidence that all legal requirements concerning advertising this public hearing, as prescribed by the Westminster Municipal Code, had been satisfied. The City was acting on behalf of property owners in this application process because of language in Section 11-5-9(A)(2)(a) of the Westminster Municipal Code that was amended recently to simplify the process of initiating an amendment to a PDP. The proposed amendment added a 3.945-acre parcel for the expansion of the Mercedes Benz dealership near the intersection of 104th Avenue and Westminster Boulevard. Before approving the amended PDP,

Council was being asked to rezone the property from Open District to Planned Unit Development (PUD) for inclusion within the Northpoint Center PUD. Staff was prepared to answer any questions from the Council. There were none.

Mayor Atchison opened the floor for public comment. Kevin Steward, co-owner of the Mercedes Benz dealership, looked forward to expanding the business and continuing to be a good neighbor in the community. He asked for Council's support of the proposal. No others wished to speak and the Mayor closed the hearing to public testimony.

The Planning Commission had reviewed this proposal and had recommended approval. The public hearing was closed at 8:12 p.m.

COUNCILLOR'S BILL NO. 22 REZONING PROPERTY FOR THE MERCEDES BENZ EXPANSION

Councillor Seitz moved, seconded by Mayor Pro Tem Briggs, to pass on first reading Councillor's Bill No. 22 approving the rezoning for the Mercedes Benz expansion property from City of Westminster Open District to City of Westminster Planned Unit Development. Because a family member was employed at the Mercedes Benz business, Councillor De Cambra had asked the Mayor to be recused from voting. No members of Council objected, and on roll call vote, the motion carried unanimously with Councillor De Cambra abstaining.

13TH AMENDED PDP FOR NORTHPOINT CENTER

Councillor Seitz moved, seconded by Mayor Pro Tem Briggs, to approve the 13th Amended Preliminary Development Plan for Northpoint Center to include the Mercedes Benz Expansion property into the Northpoint Planned Unit Development, based on finding that the criteria set forth in Sections 11-5-9(A)(2)(b) and 11-5-14 of the Westminster Municipal Code had been met. The motion carried unanimously with Councillor De Cambra abstaining for reasons stated in the previous consideration.

COUNCILLOR'S BILL NO. 23 – SUPPLEMENTAL APPROPRIATION OF 2014 POST FUNDS CARRYOVER

It was moved by Mayor Pro Tem Briggs, and seconded by Councillor Seitz, to pass on first reading Councillor's Bill No. 23 appropriating \$254,900 of 2014 Parks, Open Space and Trails (POST) Fund Carryover to the POST Land Purchases Account. At roll call, the motion passed unanimously.

PURCHASE OF 6950 LOWELL BLVD FOR FUTURE LITTLE DRY CREEK PARK AND OPEN SPACE

Councillor Pinter moved to authorize the purchase, contingent upon approval of Councillor's Bill No. 23 on second reading, of 6950 Lowell Boulevard for \$224,900 for the future Little Dry Creek Park, plus closing costs not to exceed \$5,000, and authorize the City Manager to execute all documents required to close on the purchase of this property. The motion passed unanimously.

RESOLUTION NO. 19 – FOOTHILLS ANIMAL SHELTER RESERVE ACCOUNTS/DOG LICENSE FEES

Councillor Garcia moved, seconded by Councillor Seitz, to adopt Resolution No. 19 supporting the proposed dog licensing fee change to a flat rate of \$20 per dog and the proposed reduction in the required Foothills Animal Shelter capital reserve account to \$350,000. At roll call, the motion passed by a 6:1 margin with Councillor Baker voting no.

ADJOURNMENT

There was no further business to come before the City Council, and, hearing no objections, Mayor Atchison adjourned the meeting at 8:20 p.m.

ATTEST:

City Clerk

Mayor



Agenda Memorandum

City Council Meeting
May 18, 2015



SUBJECT: Financial Report for April 2015

Prepared By: Tammy Hitchens, Finance Director

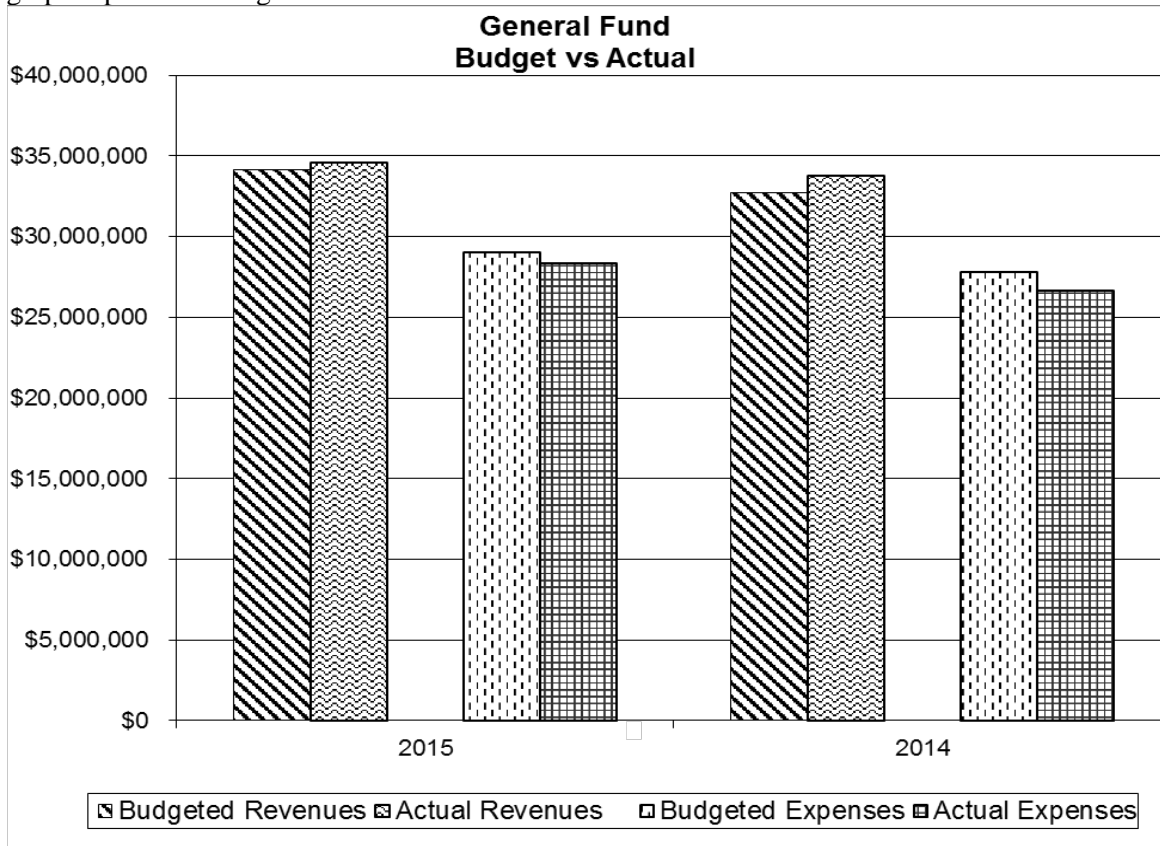
Recommended City Council Action

Accept the Financial Report for April as presented.

Summary Statement

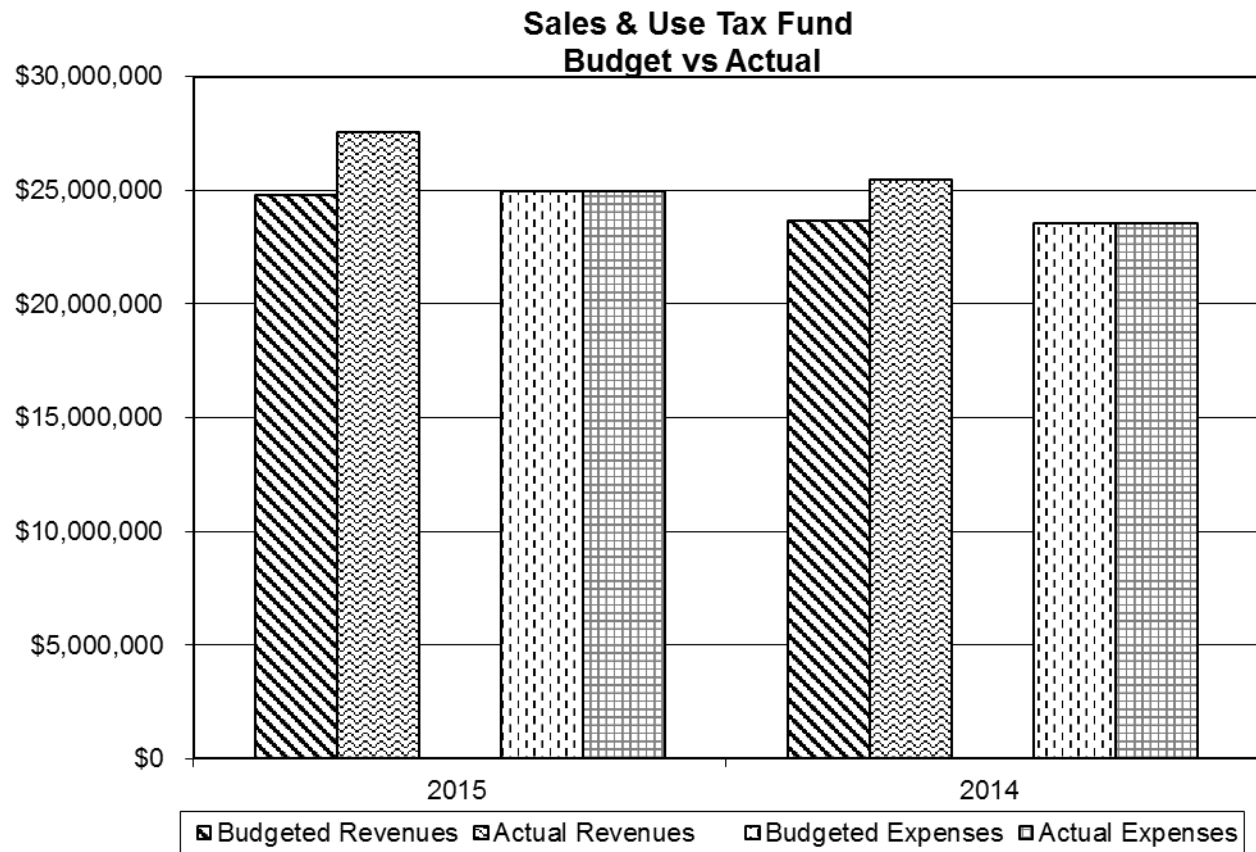
City Council is requested to review and accept the attached monthly financial statement. The Shopping Center Report is also attached. Unless otherwise indicated, “budget” refers to the pro-rated budget. The budget numbers that are presented reflect the City’s amended adopted budget. Both revenues and expense are pro-rated based on 10-year historical averages.

Current projections show General Fund revenues exceeding expenditures by \$1,023,924. The following graph represents Budget vs. Actual for 2014-2015.

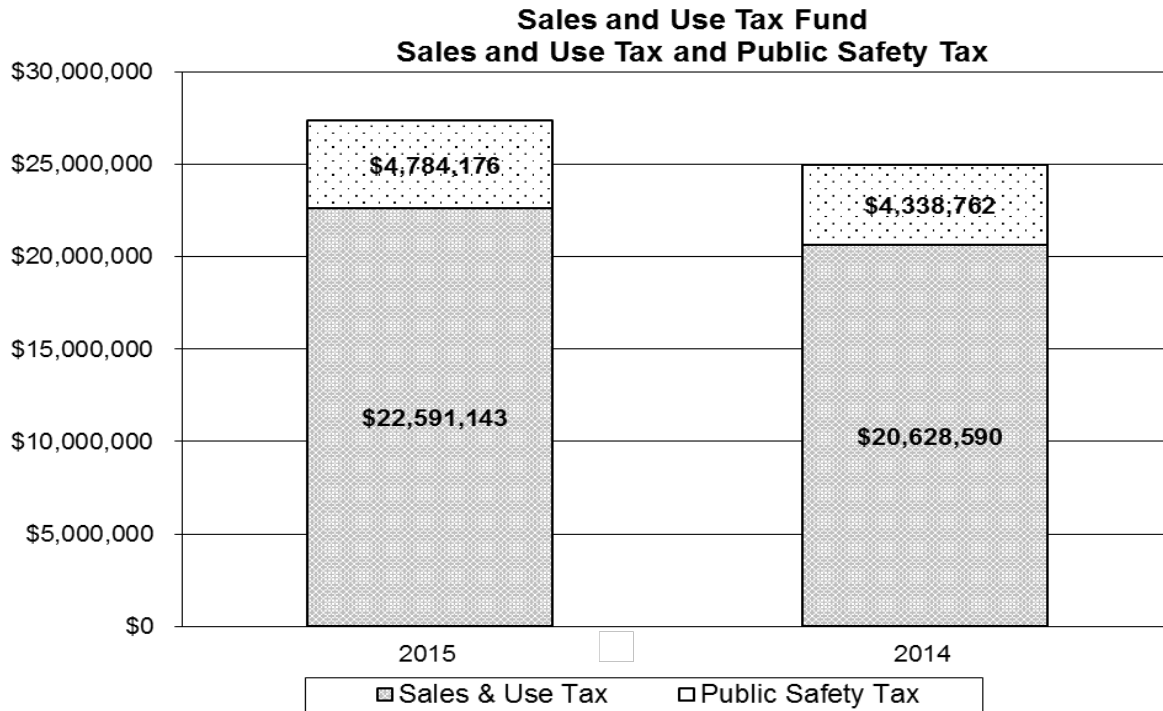


Current projections show the Sales and Use Tax Fund revenues exceeding expenditures by \$2,761,244. On a year-to-date cash basis, total sales and use tax is up 9.5% from 2014. Key components are listed below:

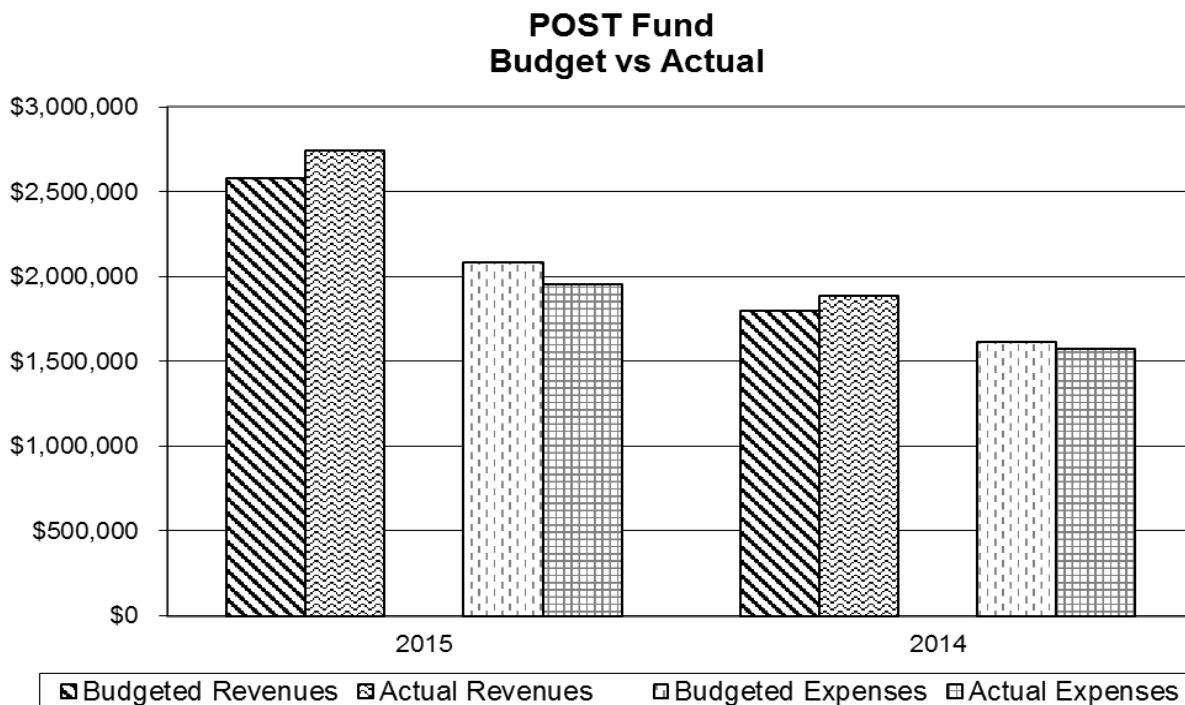
- On a year-to-date basis, across the top 25 shopping centers, total sales and use tax receipts are up 9.0% from the prior year.
- Sales tax receipts from the top 50 Sales Taxpayers, representing about 55.5% of all collections, are up 13.7% for the month when compared to 2014.
- Urban renewal areas make up 36.6% of gross sales tax collections. After urban renewal area and economic development assistance adjustments, 85.0% of this money is being retained for General Fund use in operating the City.



The graph below reflects the contribution of the Public Safety Tax to the overall Sales and Use Tax revenue.

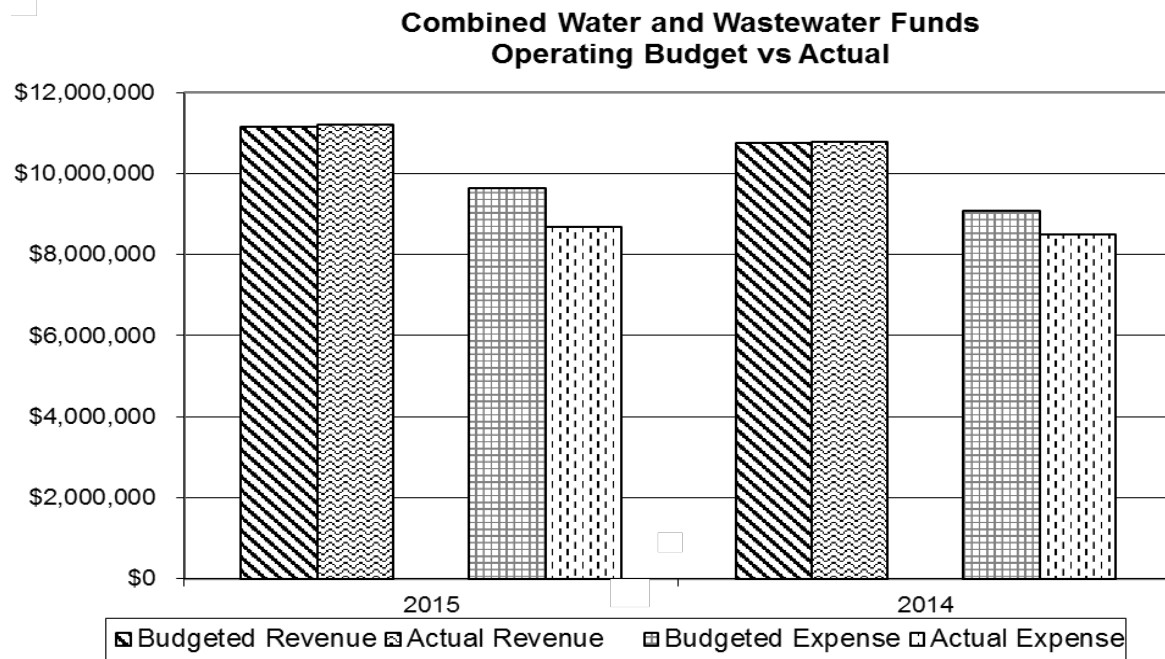


Current projections show Parks, Open Space and Trails (POST) Fund revenues and carryover exceeding expenditures by \$288,937.

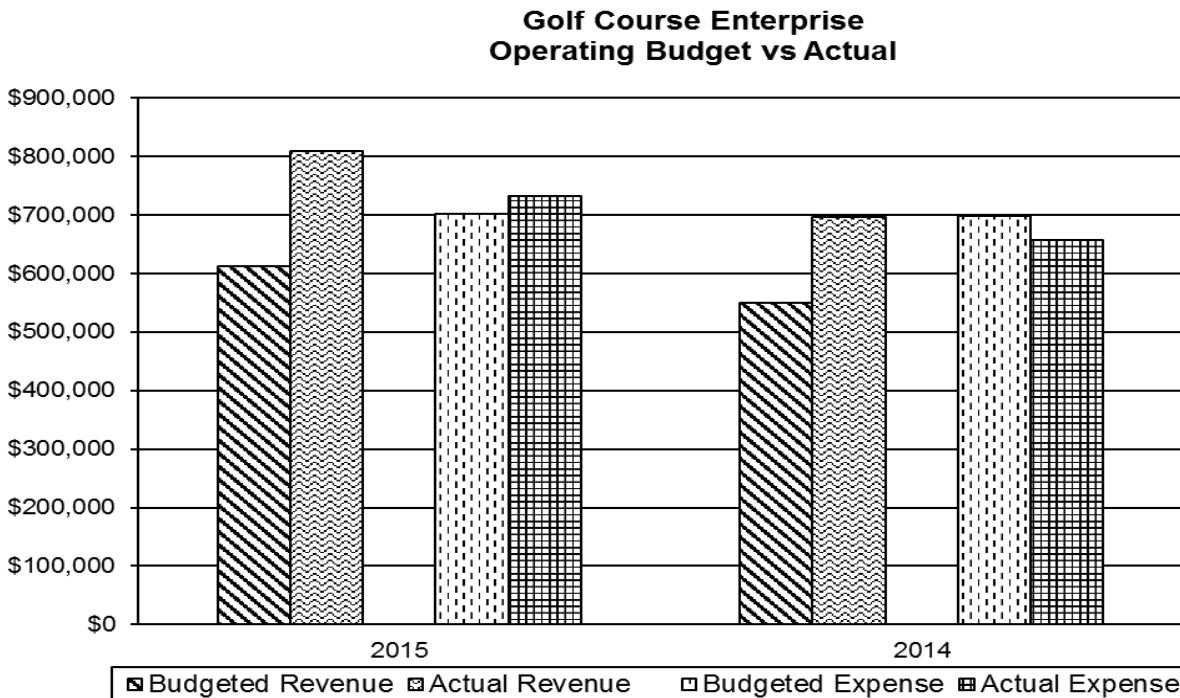


The increase in 2015 revenue is primarily due to carryover and an increase in Sales Tax collections over 2014.

Overall, current projections show combined Water & Wastewater Fund expenditures exceeding revenues by \$1,164,816, mostly due to tap fees. Operating projections show combined Water & Wastewater Fund revenues exceeding expenditures by \$1,026,178.



Current projections show combined Golf Course Fund revenues and carryover exceeding expenditures by \$170,827. Operating projections show combined Golf Course Fund revenues exceeding expenditures by \$167,368.



The budget to actual variance in revenue for both 2014 and 2015 is mostly attributable to green fees and driving range fees. 2015 expenditures exceed prorated budget mostly due to a vehicle purchase by Legacy Ridge.

Policy Issue

A monthly review of the City's financial position is the standard City Council practice; the City Charter requires the City Manager to report to City Council on a quarterly basis.

Alternative

Conduct a quarterly review. This is not recommended, as the City's budget and financial position are large and complex, warranting a monthly review by the City Council.

Background Information

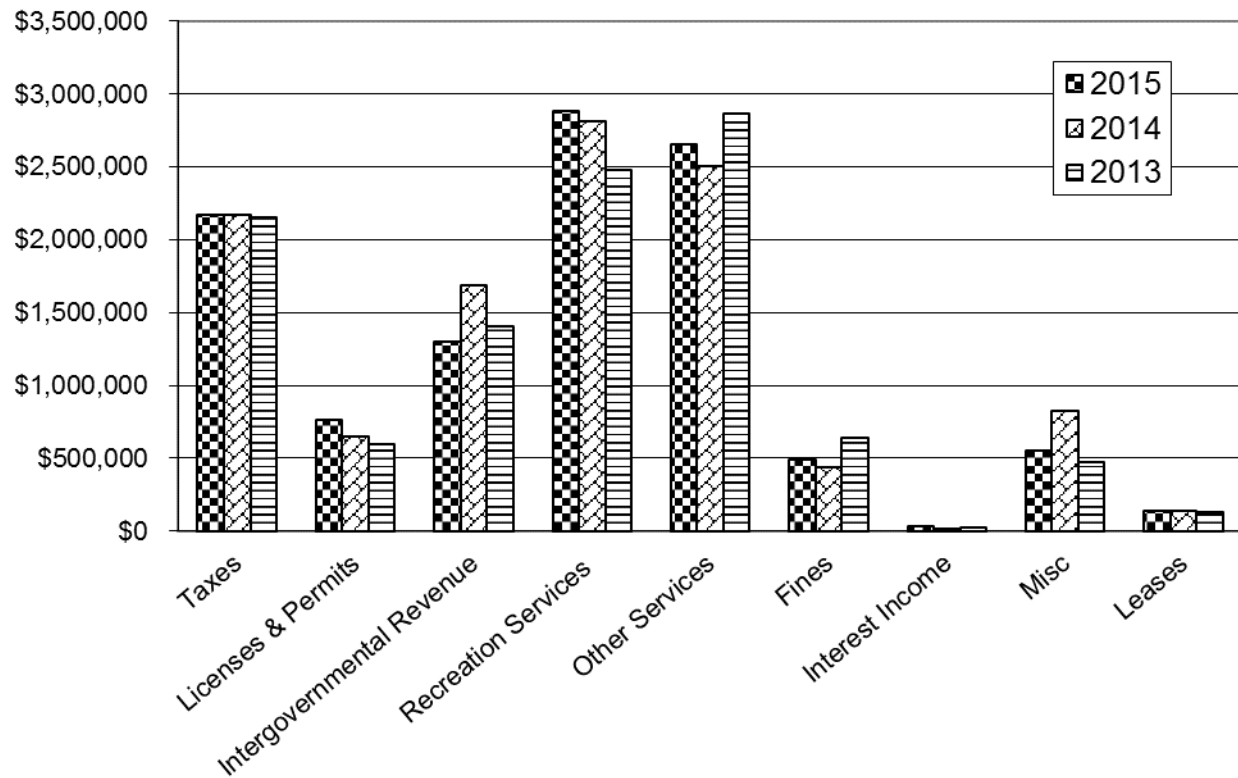
This section includes a discussion of highlights of each fund presented.

General Fund

This fund reflects the result of the City’s operating departments: Police, Fire, Public Works (Street Operations), Parks Recreation and Libraries, Community Development, and the internal service functions: City Manager, City Attorney, Finance, and General Services.

The following chart represents the trend in actual revenues from 2013-2015 year-to-date.

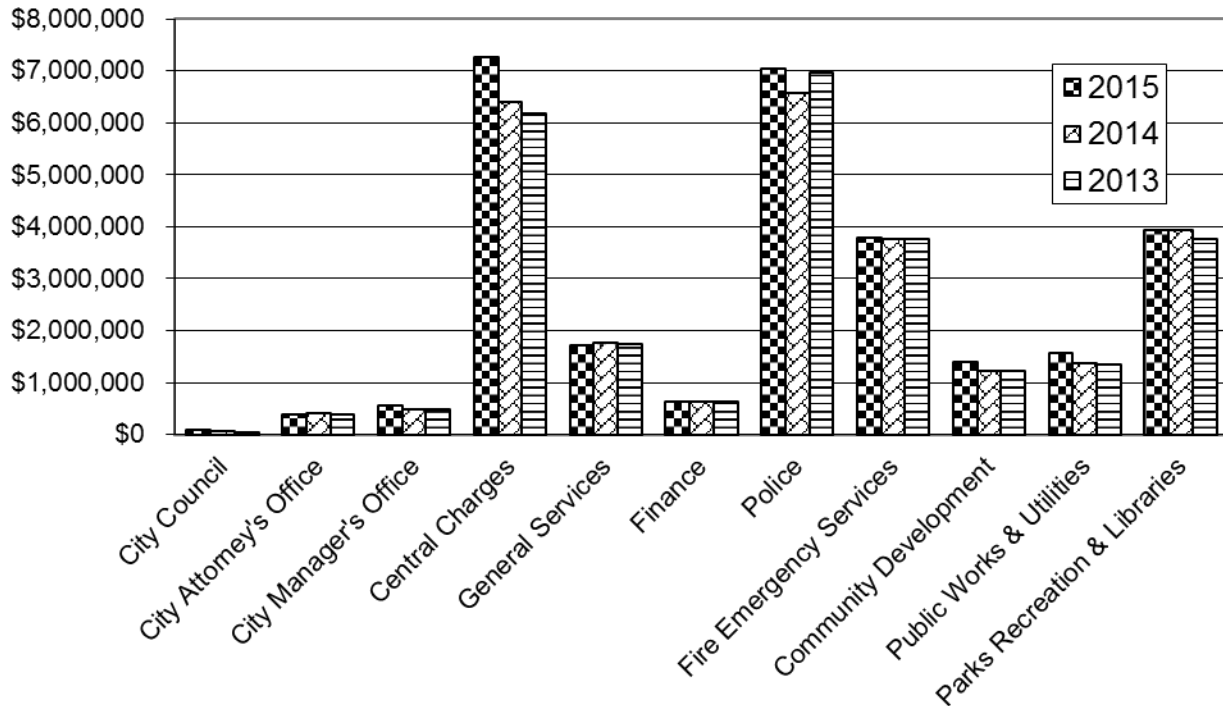
**General Fund Revenues excluding Transfers
2013-2015**



Licenses and Permits revenue is higher than the prior two years due mostly to commercial and residential permitting activity. Intergovernmental revenue is down due to timing differences in the receipt of distributions for Jefferson County Road and Bridge revenue and Thornton revenue sharing agreements. Recreation Services revenue is up due to pass, program and silver sneaker fees. Variances between years in Other Revenue is due mostly to fluctuations in franchise and infrastructure fees. The franchise fees variance is attributable to a timing difference and is expected to smooth in the coming months. 2013 Fines revenue was higher due to traffic fines. 2014 Miscellaneous revenue reflects a one-time reimbursement from WEDA for costs incurred in the South Sheridan URA.

The following chart identifies where the City is focusing its resources. The chart shows year-to-date spending for 2013-2015.

**General Fund Expenditures by Function
2013-2015**

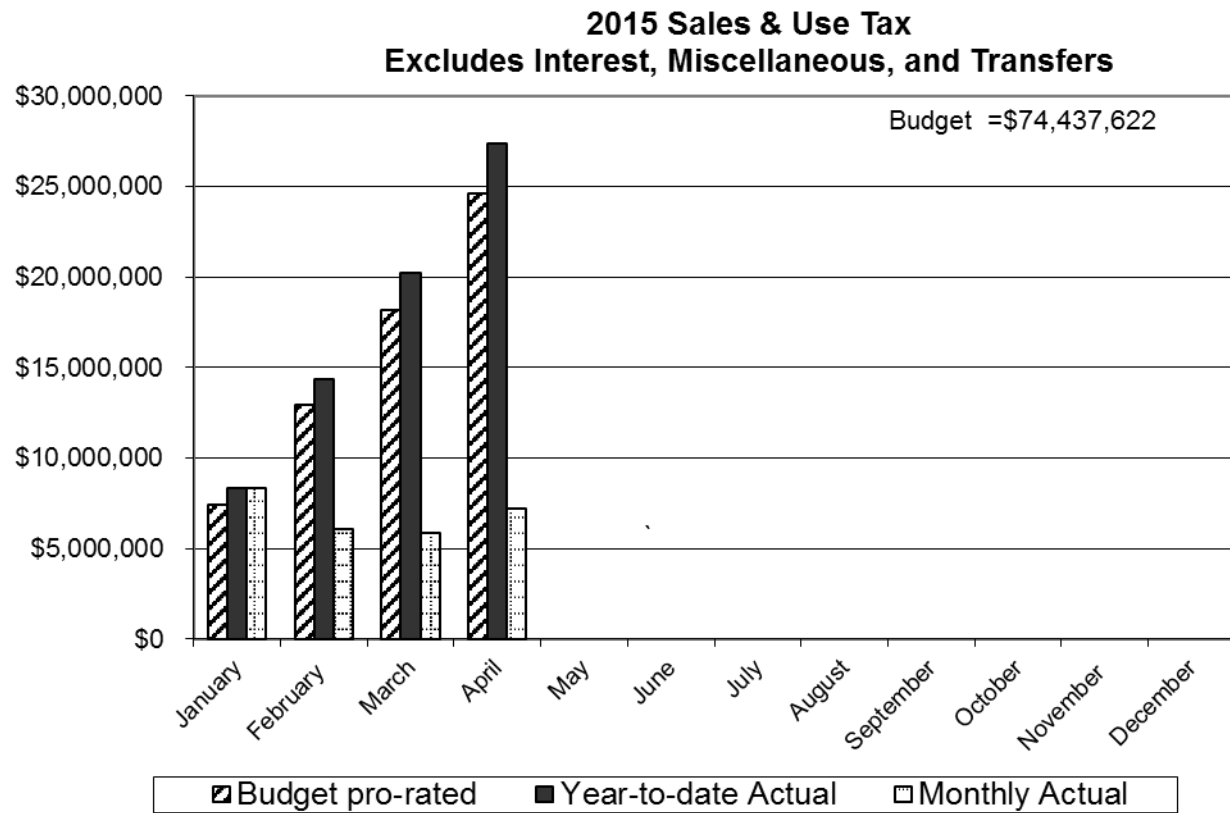


Central Charges expenditures is higher in 2015 due mostly to increased costs for health and other employer paid insurances; contractual services associated with a revenue sharing agreement between the City and Thornton for the 128th Avenue Bridge improvements; and rental fees to fund equipment replacement. The increase in Police expenditures is due to Patrol Service salaries as well as Investigations contractual expense, particularly equipment rental fees, various assessments, and new maintenance contracts.

Sales and Use Tax Funds (Sales & Use Tax Fund and Parks, Open Space and Trails Sales & Use Tax Fund)

These funds are the repositories for the 3.85% City Sales & Use Tax. The Sales & Use Tax Fund provides monies for the General Fund, the General Capital Improvement Fund, and the Debt Service Fund. The Parks, Open Space and Trails (POST) Sales & Use Tax Fund revenues are pledged to meet debt service on the POST bonds, pay bonds related to the Heritage Golf Course, buy open space land, and make park improvements on a pay-as-you-go basis. The Public Safety Tax (PST) is a 0.6% sales and use tax to be used for funding public safety-related expenditures.

This chart indicates how the City’s Sales and Use Tax revenues are being collected on a monthly basis. This chart does not include Parks, Open Space and Trails Sales & Use Tax.

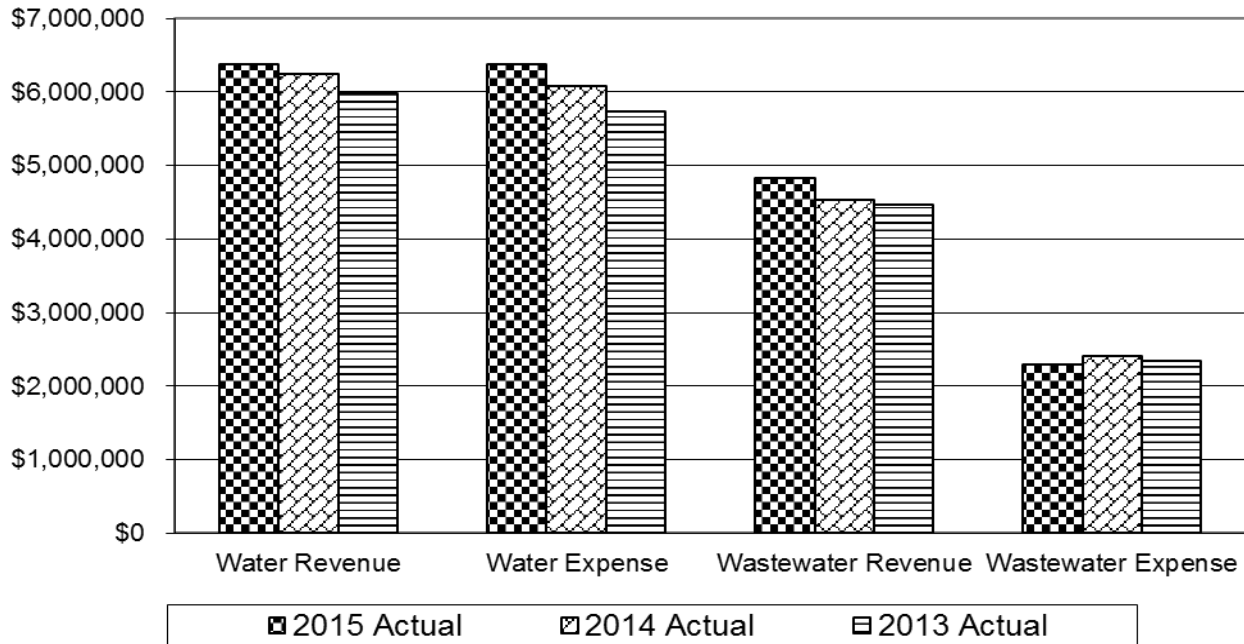


Water, Wastewater and Storm Water Drainage Funds (The Utility Enterprise)

This fund reflects the operating results of the City’s water, wastewater and storm water systems. It is important to note that net revenues are used to fund capital projects and reserves.

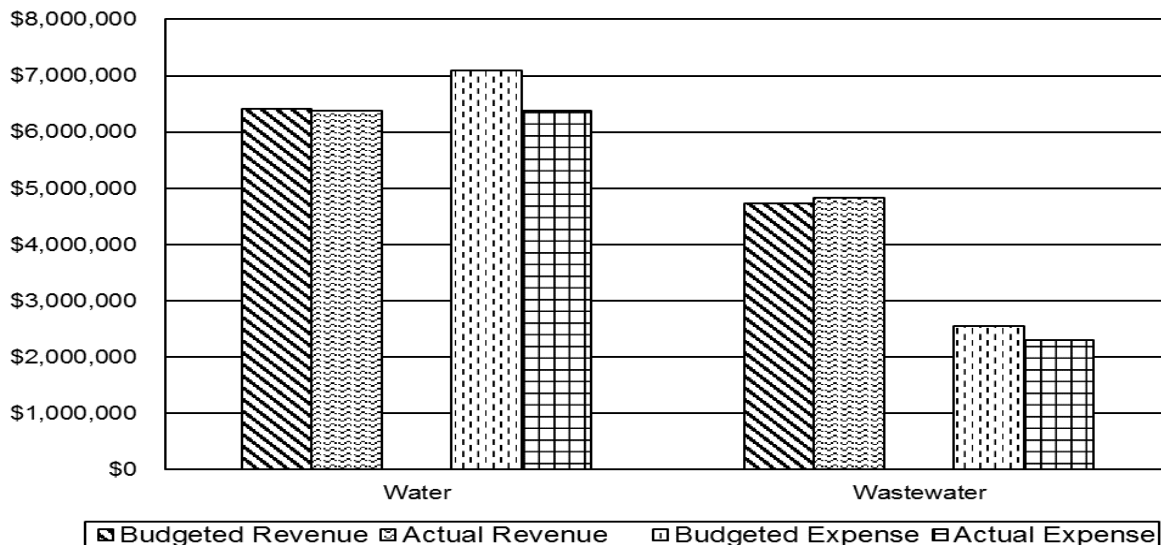
These graphs represent segment information for the Water and Wastewater funds.

**Water and Wastewater Funds
Operating Revenues and Expenditures
2013-2015**



The increase in revenue is due to the effect of climatic variations on water consumption as well as changes in billing rates. While Water expense is up from prior years, it is below the overall budget increase for 2015.

**Water and Wastewater Funds
2015 Operating Budget vs Actual**

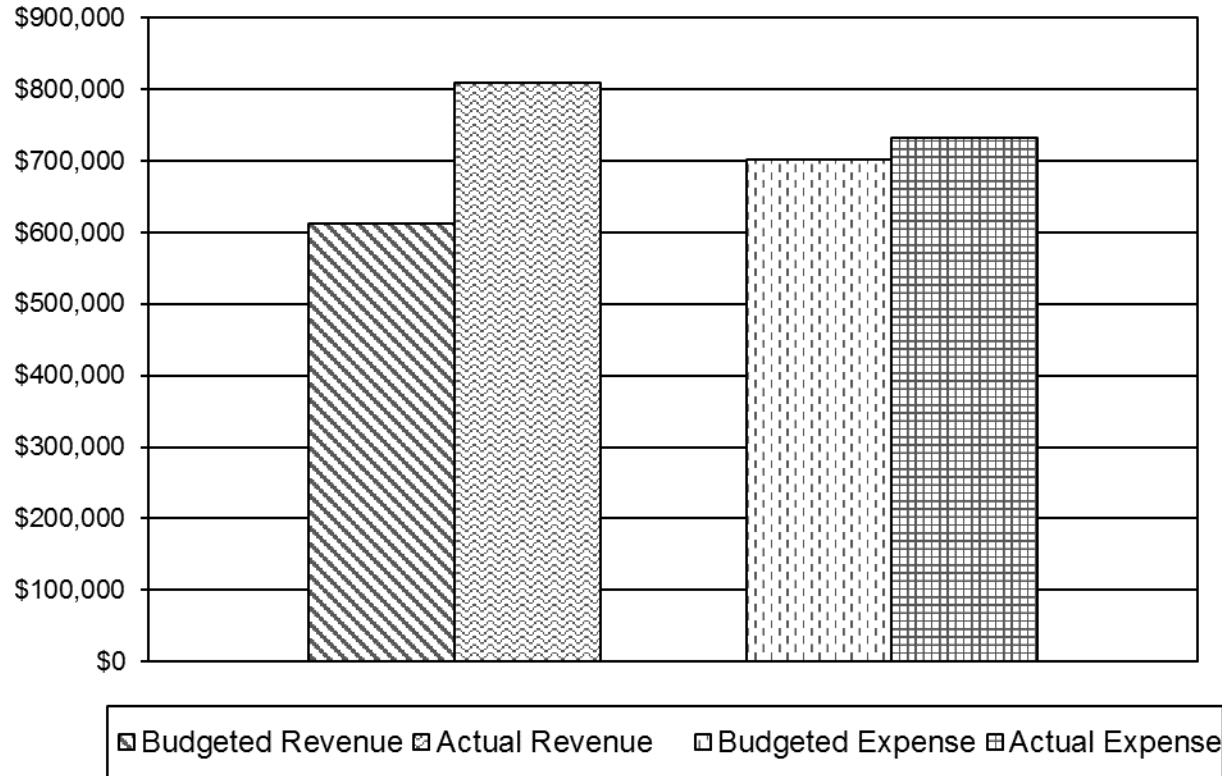


The Storm Water Fund information is provided in the attached financial reports.

Golf Course Enterprise (Legacy and Heritage Golf Courses)

This enterprise reflects the combined operations of the City's two municipal golf courses.

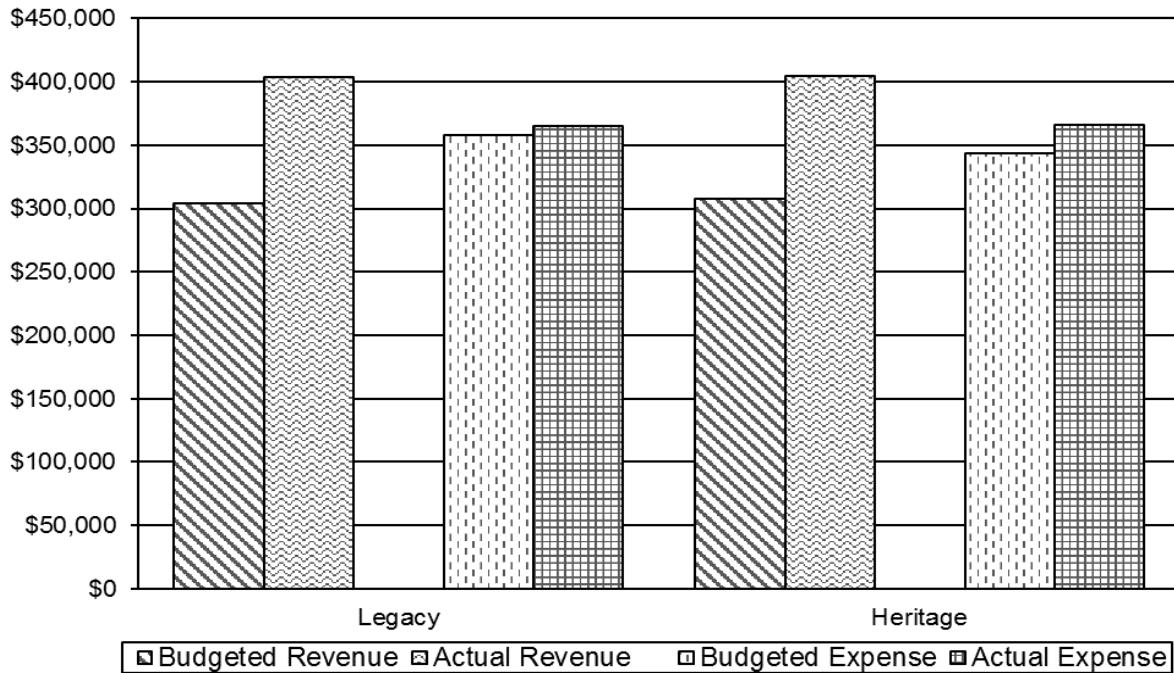
**Combined Golf Courses
2015 Operating Budget vs Actual**



The budget to actual revenue variance reflects the effect of mild weather on play. The expense variance includes the purchase of a vehicle at Legacy Ridge.

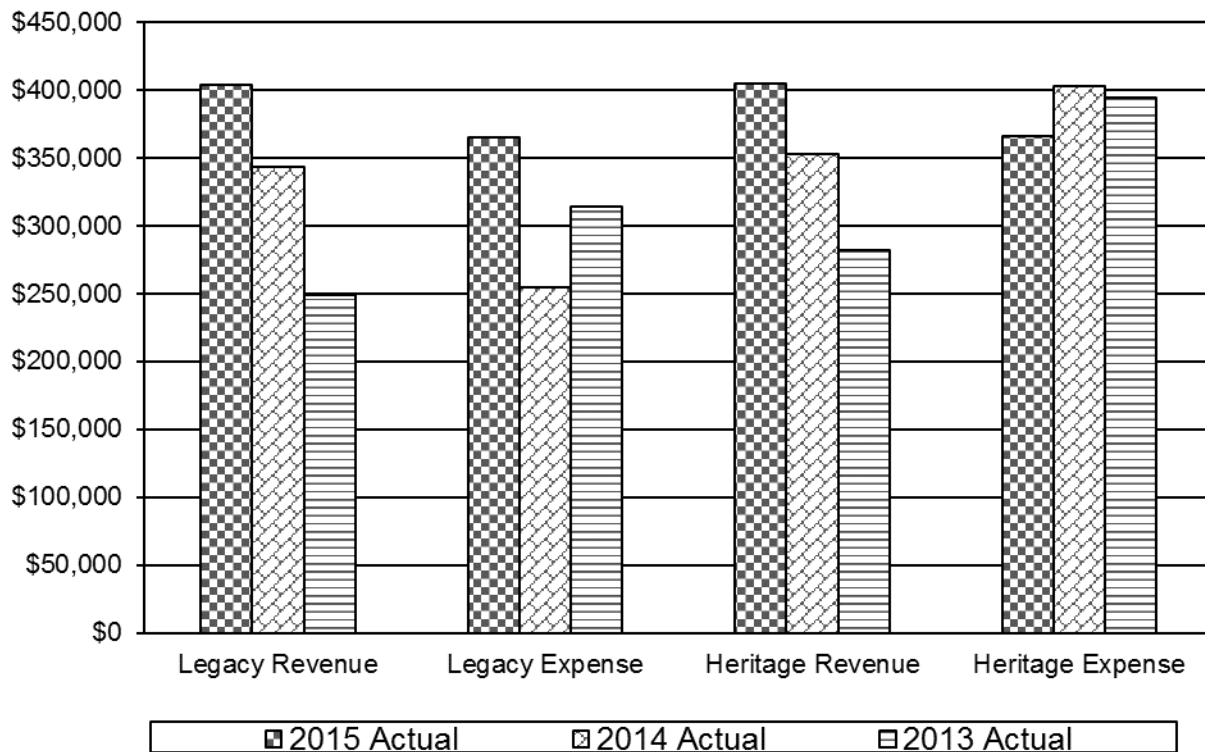
The following graphs represent the information for each of the golf courses.

**Legacy and Heritage Golf Course
2015 Operating Budget vs Actual**



Budget to actual revenue variances at both courses are due mostly to green fees.

**Legacy and Heritage Golf Courses
Operating Revenue and Expenditures
2013-2015**



Fluctuating golf course revenue is largely due to the effect of climatic variations on play from year to year. Legacy's 2015 expenditure variance is mostly due to capital outlay and merchandise purchases for the pro shop. The Heritage expenditure variance relates to salaries and commodity purchases.

This financial report supports City Council's Strategic Plan Goal of Excellence in City Services by communicating timely information on the results of City operations to assist with critical decision making.

Respectfully submitted,

Donald M. Tripp
City Manager

Attachments: Financial Statements
Shopping Center Report

**City of Westminster
Financial Report
For Four Months Ending April 30, 2015**

Description General Fund	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Revenues						
Taxes	5,887,933	2,295,896	(1)	2,174,841	(121,055)	94.7%
Licenses & Permits	1,739,217	533,252		759,923	226,671	142.5%
Intergovernmental Revenue	5,864,508	1,481,127	(2)	1,296,246	(184,881)	87.5%
Charges for Services						
Recreation Services	7,075,498	2,447,750		2,883,734	435,984	117.8%
Other Services	9,871,075	2,816,836	(3)	2,657,207	(159,629)	94.3%
Fines	1,511,000	502,930	(4)	491,167	(11,763)	97.7%
Interest Income	75,000	19,759		30,326	10,567	153.5%
Miscellaneous	1,658,088	363,070		549,891	186,821	151.5%
Leases	401,779	141,550		141,550	0	100.0%
Interfund Transfers	70,704,714	23,568,238		23,568,238	0	100.0%
Total Revenues	<u>104,788,812</u>	<u>34,170,408</u>		<u>34,553,123</u>	<u>382,715</u>	<u>101.1%</u>
Expenditures						
City Council	266,525	79,431	(5)	85,043	5,612	107.1%
City Attorney's Office	1,347,732	401,269		398,759	(2,510)	99.4%
City Manager's Office	2,089,120	631,387		567,782	(63,605)	89.9%
Central Charges	28,329,421	6,984,071	(6)	7,265,994	281,923	104.0%
General Services	6,299,645	1,911,932		1,707,698	(204,234)	89.3%
Finance	2,274,069	676,138		627,291	(48,847)	92.8%
Police	22,481,949	6,984,042	(7)	7,051,545	67,503	101.0%
Fire Emergency Services	12,840,305	3,927,444		3,784,890	(142,554)	96.4%
Community Development	4,649,312	1,427,869		1,396,735	(31,134)	97.8%
Public Works & Utilities	8,634,295	1,722,605		1,558,668	(163,937)	90.5%
Parks, Recreation & Libraries	15,576,439	4,272,812		3,933,386	(339,426)	92.1%
Total Expenditures	<u>104,788,812</u>	<u>29,019,000</u>		<u>28,377,791</u>	<u>(641,209)</u>	<u>97.8%</u>
Revenues Over(Under) Expenditures						
	<u>0</u>	<u>5,151,408</u>		<u>6,175,332</u>	<u>1,023,924</u>	

(1) Budget to actual variance due mostly to a decrease in accommodations and admissions taxes.

(2) Budget to actual variance due mostly to changes in Other Governmental revenue trends compared to the 10 year historical average. Additionally HUTF and Road and Bridge are lower than budget prorated.

(3) Budget to actual variance due mostly to franchise fees.

(4) Budget to actual variance due mostly to traffic and library fines.

(5) Budget to actual variance due mostly to personnel services for recruitment efforts and contract services.

(6) Budget to actual variance due mostly to contract services, particularly revenue sharing with Thornton and payments to various human services organizations.

(7) Budget to actual variance due mostly to contract services, particularly equipment replacement fees, animal shelter assessment and radio maintenance and support contracts.

**City of Westminster
Financial Report
For Four Months Ending April 30, 2015**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Sales and Use Tax Fund						
Revenues						
Sales Tax						
Sales Tax Returns	50,545,930	17,084,899		18,891,797	1,806,898	110.6%
Sales Tx Audit Revenues	729,000	242,757		308,968	66,211	127.3%
S-T Rev. STX	<u>51,274,930</u>	<u>17,327,656</u>		<u>19,200,765</u>	<u>1,873,109</u>	110.8%
Use Tax						
Use Tax Returns	9,020,573	2,543,471		3,145,349	601,878	123.7%
Use Tax Audit Revenues	785,000	261,405		245,029	(16,376)	93.7%
S-T Rev. UTX	<u>9,805,573</u>	<u>2,804,876</u>		<u>3,390,378</u>	<u>585,502</u>	120.9%
Total STX and UTX	<u>61,080,503</u>	<u>20,132,532</u>		<u>22,591,143</u>	<u>2,458,611</u>	112.2%
Public Safety Tax						
PST Tax Returns	13,048,619	4,398,695		4,673,419	274,724	106.2%
PST Audit Revenues	308,500	102,731		110,757	8,026	107.8%
Total Rev. PST	<u>13,357,119</u>	<u>4,501,426</u>		<u>4,784,176</u>	<u>282,750</u>	106.3%
Interest Income	51,000	17,000		36,883	19,883	217.0%
Interfund Transfers	434,975	144,992		144,992	0	100.0%
Total Revenues	<u>74,923,597</u>	<u>24,795,950</u>		<u>27,557,194</u>	<u>2,761,244</u>	111.1%
Expenditures						
Central Charges	<u>74,923,597</u>	<u>24,974,532</u>		<u>24,974,532</u>	0	100.0%
Revenues Over(Under) Expenditures	<u>0</u>	<u>(178,582)</u>		<u>2,582,662</u>	<u>2,761,244</u>	

**City of Westminster
Financial Report
For Four Months Ending April 30, 2015**

Description POST Fund	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Revenues						
Sales & Use Tax	5,379,727	1,832,267		1,992,895	160,628	108.8%
Intergovernmental Revenue	379,008	217,161		217,161	0	100.0%
Interest Income	10,000	3,333		4,943	1,610	148.3%
Miscellaneous	74,651	24,884		27,087	2,203	108.9%
Interfund Transfers	32,025	10,675		10,675	0	100.0%
Sub-total Revenues	<u>5,875,411</u>	<u>2,088,320</u>		<u>2,252,761</u>	<u>164,441</u>	<u>107.9%</u>
Carryover	490,568	490,568		490,568	0	100.0%
Total Revenues	<u>6,365,979</u>	<u>2,578,888</u>		<u>2,743,329</u>	<u>164,441</u>	<u>106.4%</u>
Expenditures						
Central Charges	5,023,027	1,503,829		1,459,546	(44,283)	97.1%
Park Services	1,342,952	577,550		497,337	(80,213)	86.1%
Total Expenditures	<u>6,365,979</u>	<u>2,081,379</u>		<u>1,956,883</u>	<u>(124,496)</u>	<u>94.0%</u>
Revenues Over(Under) Expenditures	<u>0</u>	<u>497,509</u>		<u>786,446</u>	<u>288,937</u>	

**City of Westminster
Financial Report
For Four Months Ending April 30, 2015**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Water and Wastewater Funds - Combined						
Operating Revenues						
License & Permits	75,000	25,000		33,540	8,540	134.2%
Rates and Charges	49,200,891	10,982,522		11,012,644	30,122	100.3%
Miscellaneous	410,000	136,666		161,799	25,133	118.4%
Total Operating Revenues	<u>49,685,891</u>	<u>11,144,188</u>		<u>11,207,983</u>	<u>63,795</u>	100.6%
Operating Expenditures						
Central Charges	6,465,084	2,155,028		2,104,227	(50,801)	97.6%
Finance	662,357	221,227		215,045	(6,182)	97.2%
Public Works & Utilities	21,818,221	6,244,384		5,430,106	(814,278)	87.0%
Parks, Recreation & Libraries	152,467	20,888		19,550	(1,338)	93.6%
Information Technology	3,173,708	1,002,892		913,108	(89,784)	91.0%
Total Operating Expenditures	<u>32,271,837</u>	<u>9,644,419</u>		<u>8,682,036</u>	<u>(962,383)</u>	90.0%
Operating Income (Loss)	<u>17,414,054</u>	<u>1,499,769</u>		<u>2,525,947</u>	<u>1,026,178</u>	
Other Revenue and Expenditures						
Tap Fees	12,685,226	4,228,409		2,019,268	(2,209,141)	47.8%
Interest Income	360,500	120,167		138,314	18,147	115.1%
Debt Service	(6,543,780)	0		0	0	
Reserve Transfer In	930,000	930,000		930,000	0	100.0%
Total Other Revenue (Expenditures)	<u>7,431,946</u>	<u>5,278,576</u>		<u>3,087,582</u>	<u>(2,190,994)</u>	
Revenues Over(Under) Expenditures	<u>24,846,000</u>	<u>6,778,345</u>	(1)	<u>5,613,529</u>	<u>(1,164,816)</u>	

(1) Net revenues are used to fund capital projects and reserves.

**City of Westminster
Financial Report
For Four Months Ending April 30, 2015**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Water Fund						
Operating Revenues						
License & Permits	75,000	25,000		33,540	8,540	134.2%
Rates and Charges	35,019,138	6,255,271		6,178,187	(77,084)	98.8%
Miscellaneous	400,000	133,333		159,474	26,141	119.6%
Total Operating Revenues	<u>35,494,138</u>	<u>6,413,604</u>		<u>6,371,201</u>	<u>(42,403)</u>	
Operating Expenditures						
Central Charges	4,503,673	1,501,224		1,448,820	(52,404)	96.5%
Finance	662,357	221,227		215,045	(6,182)	97.2%
Public Works & Utilities	15,192,115	4,338,759		3,785,139	(553,620)	87.2%
PR&L Standley Lake	152,467	20,888		19,550	(1,338)	93.6%
Information Technology	3,173,708	1,002,892		913,108	(89,784)	91.0%
Total Operating Expenditures	<u>23,684,320</u>	<u>7,084,990</u>		<u>6,381,662</u>	<u>(703,328)</u>	90.1%
Operating Income (Loss)	<u>11,809,818</u>	<u>(671,386)</u>		<u>(10,461)</u>	<u>660,925</u>	
Other Revenue and (Expenditures)						
Tap Fees	10,327,653	3,442,551		1,522,784	(1,919,767)	44.2%
Interest Income	277,500	92,500		103,693	11,193	112.1%
Debt Service	(5,422,971)	0		0	0	
Total Other Revenues (Expenditures)	<u>5,182,182</u>	<u>3,535,051</u>		<u>1,626,477</u>	<u>(1,908,574)</u>	
Revenues Over(Under) Expenditures	<u>16,992,000</u>	<u>2,863,665</u>	(1)	<u>1,616,016</u>	<u>(1,247,649)</u>	

(1) Net revenues are used to fund capital projects and reserves.

**City of Westminster
Financial Report
For Four Months Ending April 30, 2015**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Wastewater Fund						
Operating Revenues						
Rates and Charges	14,181,753	4,727,251		4,834,457	107,206	102.3%
Miscellaneous	10,000	3,333		2,325	(1,008)	69.8%
Total Operating Revenues	<u>14,191,753</u>	<u>4,730,584</u>		<u>4,836,782</u>	<u>106,198</u>	102.2%
Operating Expenditures						
Central Charges	1,961,411	653,804		655,407	1,603	100.2%
Public Works & Utilities	6,626,106	1,905,625		1,644,967	(260,658)	86.3%
Total Operating Expenditures	<u>8,587,517</u>	<u>2,559,429</u>		<u>2,300,374</u>	<u>(259,055)</u>	89.9%
Operating Income (Loss)	<u>5,604,236</u>	<u>2,171,155</u>		<u>2,536,408</u>	<u>365,253</u>	
Other Revenue and Expenditures						
Tap Fees	2,357,573	785,858		496,484	(289,374)	63.2%
Interest Income	83,000	27,667		34,621	6,954	125.1%
Debt Service	(1,120,809)	0		0	0	
Reserve Transfer In	930,000	930,000		930,000	0	100.0%
Total Other Revenues (Expenditures)	<u>2,249,764</u>	<u>1,743,525</u>		<u>1,461,105</u>	<u>(282,420)</u>	
Revenues Over(Under) Expenditures	<u>7,854,000</u>	<u>3,914,680</u>	(1)	<u>3,997,513</u>	<u>82,833</u>	

(1) Net revenues are used to fund capital projects and reserves.

**City of Westminster
Financial Report
For Four Months Ending April 30, 2015**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Storm Drainage Fund						
Revenues						
Charges for Services	3,382,000	1,127,333		1,090,186	(37,147)	96.7%
Interest Income	26,000	8,667		12,709	4,042	146.6%
Miscellaneous	0	0	(1)	456,623	456,623	
Other Financing Sources	4,650,000	4,610,000	(2)	4,610,000	0	100.0%
Total Revenues	<u>8,058,000</u>	<u>5,746,000</u>		<u>6,169,518</u>	<u>423,518</u>	<u>107.4%</u>
Expenditures						
General Services	86,200	13,275		12,090	(1,185)	91.1%
Community Development	181,396	58,047		58,087	40	100.1%
PR&L Park Services	200,000	25,400		67,455	42,055	265.6%
Public Works & Utilities	338,404	46,700		8,685	(38,015)	18.6%
Total Expenditures	<u>806,000</u>	<u>143,422</u>		<u>146,317</u>	<u>2,895</u>	<u>102.0%</u>
Revenues Over(Under) Expenditures	<u>7,252,000</u>	<u>5,602,578</u>	(3)	<u>6,023,201</u>	<u>420,623</u>	

(1) Adams County Little Dry Creek IGA billing

(2) Storm Drainage 2015 Bond Issue

**City of Westminster
Financial Report
For Four Months Ending April 30, 2015**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Golf Courses Combined						
Operating Revenues						
Charges for Services	3,283,750	611,328		807,018	195,690	132.0%
Total Revenues	<u>3,283,750</u>	<u>611,328</u>		<u>808,018</u>	<u>196,690</u>	132.2%
Operating Expenditures						
Central Charges	186,184	63,128		72,778	9,650	115.3%
Recreation Facilities	2,626,576	638,750		658,422	19,672	103.1%
Total Expenditures	<u>2,812,760</u>	<u>701,878</u>		<u>731,200</u>	<u>29,322</u>	104.2%
Operating Income (Loss)	<u>470,990</u>	<u>(90,550)</u>		<u>76,818</u>	<u>167,368</u>	
Other Revenues and Expenditures						
Interest Income	0	0		3,459	3,459	
Other Financing Use	(6,080)	(400)		(400)	0	100.0%
Debt Service	(819,282)	(256,869)		(256,869)	0	100.0%
Interfund Transfers In	519,969	173,323		173,323	0	100.0%
Interfund Transfers Out	(84,598)	(84,598)		(84,598)	0	100.0%
Carryover	134,001	134,001		134,001	0	100.0%
Total Other Revenue (Expenditures)	<u>(255,990)</u>	<u>(34,543)</u>		<u>(31,084)</u>	<u>3,459</u>	
Revenues Over(Under) Expenditures	<u>215,000</u>	<u>(125,093)</u>	(1)	<u>45,734</u>	<u>170,827</u>	

(1) Net revenues are used to fund capital projects and reserves.

**City of Westminster
Financial Report
For Four Months Ending April 30, 2015**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Legacy Ridge Fund						
Operating Revenues						
Charges for Services	1,746,984	303,975		402,519	98,544	132.4%
Total Revenues	<u>1,746,984</u>	<u>303,975</u>		<u>403,519</u>	<u>99,544</u>	132.7%
Operating Expenditures						
Central Charges	98,935	33,638		37,621	3,983	111.8%
Recreation Facilities	1,319,132	324,608		327,286	2,678	100.8%
Total Expenditures	<u>1,418,067</u>	<u>358,246</u>		<u>364,907</u>	<u>6,661</u>	101.9%
Operating Income (Loss)	<u>328,917</u>	<u>(54,271)</u>		<u>38,612</u>	<u>92,883</u>	
Other Revenues and Expenditures						
Interest Income	0	0		2,104	2,104	
Other Financing Use	(3,000)	0		0	0	
Debt Service	(160,320)	(126,503)		(126,503)	0	100.0%
Interfund Transfers Out	(84,598)	(84,598)		(84,598)	0	100.0%
Carryover	42,001	42,001		42,001	0	100.0%
Total Other Revenue (Expenditures)	<u>(205,917)</u>	<u>(169,100)</u>		<u>(166,996)</u>	<u>2,104</u>	
Revenues Over(Under) Expenditures	<u>123,000</u>	<u>(223,371)</u>	(1)	<u>(128,384)</u>	<u>94,987</u>	

(1) Net revenues are used to fund capital projects and reserves.

**City of Westminster
Financial Report
For Four Months Ending April 30, 2015**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Heritage at Westmoor Fund						
Operating Revenues						
Charges for Services	1,536,766	307,353		404,499	97,146	131.6%
Total Revenues	<u>1,536,766</u>	<u>307,353</u>		<u>404,499</u>	<u>97,146</u>	131.6%
Operating Expenditures						
Central Charges	87,249	29,490		35,157	5,667	119.2%
Recreation Facilities	1,307,444	314,142		331,136	16,994	105.4%
Total Expenditures	<u>1,394,693</u>	<u>343,632</u>		<u>366,293</u>	<u>22,661</u>	106.6%
Operating Income (Loss)	<u>142,073</u>	<u>(36,279)</u>		<u>38,206</u>	<u>74,485</u>	
Other Revenues and Expenditures						
Interest Income	0	0		1,355	1,355	
Other Financing Use	(3,080)	(400)		(400)	0	100.0%
Debt Service	(658,962)	(130,366)		(130,366)	0	100.0%
Interfund Transfers	519,969	173,323		173,323	0	100.0%
Carryover	92,000	92,000		92,000	0	100.0%
Total Other Revenue (Expenditures)	<u>(50,073)</u>	<u>134,557</u>		<u>135,912</u>	<u>1,355</u>	
Revenues Over(Under) Expenditures	<u>92,000</u>	<u>98,278</u>	(1)	<u>174,118</u>	<u>75,840</u>	

(1) Net revenues are used to fund capital projects and reserves.

CITY OF WESTMINSTER
GENERAL RECEIPTS BY CENTER
MONTH OF APRIL 2015

Center Location Major Tenant	Current Month			Last Year			Percentage Change		
	General Sales	General Use	Total	General Sales	General Use	Total	Sales	Use	Total
THE ORCHARD 144TH & I-25 JC PENNEY/MACY'S/TARGET	516,474	58,486	574,960	459,244	12,495	471,739	12	368	22
WESTFIELD SHOPPING CENTER NW CORNER 92ND & SHER WALMART 92ND	322,578	3,003	325,581	332,356	1,167	333,523	(3)	157	(2)
SHOPS AT WALNUT CREEK 104TH & REED TARGET	299,599	1,912	301,511	278,341	2,724	281,065	8	(30)	7
NORTHWEST PLAZA SW CORNER 92 & HARLAN COSTCO	249,859	736	250,595	233,144	943	234,087	7	(22)	7
SHERIDAN CROSSING SE CORNER 120TH & SHER KOHL'S	200,581	1,448	202,029	194,254	1,607	195,861	3	(10)	3
BROOKHILL I & II N SIDE 88TH OTIS TO WADS HOME DEPOT	188,245	1,258	189,503	179,614	980	180,594	5	28	5
SHOENBERG CENTER SW CORNER 72ND & SHERIDAN WALMART 72ND	182,096	1,074	183,170	173,293	5,727	179,020	5	(81)	2
PROMENADE SOUTH/NORTH S/N SIDES OF CHURCH RANCH BLVD SHANE/AMC	154,142	16,178	170,320	144,905	16,944	161,849	6	(5)	5
INTERCHANGE BUSINESS CENTER SW CORNER 136TH & I-25 WALMART 136TH	165,428	785	166,213	167,899	626	168,525	(1)	25	(1)
CITY CENTER MARKETPLACE NE CORNER 92ND & SHERIDAN BARNES & NOBLE	163,467	417	163,884	128,284	5,281	133,565	27	(92)	23
NORTH PARK PLAZA SW CORNER 104TH & FEDERAL KING SOOPERS	128,733	494	129,227	119,882	1,005	120,887	7	(51)	7
STANDLEY SHORES CENTER SW CORNER 100TH & WADS KING SOOPERS	95,167	230	95,397	82,349	204	82,553	16	13	16

CITY OF WESTMINSTER
GENERAL RECEIPTS BY CENTER
MONTH OF APRIL 2015

Center Location Major Tenant	Current Month			Last Year			Percentage Change		
	General Sales	General Use	Total	General Sales	General Use	Total	Sales	Use	Total
VILLAGE AT THE MALL S SIDE 88TH DEPEW-HARLAN LOWE'S	84,895	602	85,497	61,768	502	62,270	37	20	37
WESTMINSTER CROSSING 136TH & I-25 LOWE'S	83,280	195	83,475	53,128	193	53,321	57	1	57
BRADBURN VILLAGE 120TH & BRADBURN WHOLE FOODS	73,418	351	73,769	20,518	264	20,782	258	33	255
ROCKY MOUNTAIN PLAZA SW CORNER 88TH & SHER GUITAR STORE	61,586	60	61,646	71,195	223	71,418	(13)	(73)	(14)
WESTMINSTER PLAZA FEDERAL-IRVING 72ND-74TH SAFEWAY	55,186	688	55,874	56,310	320	56,630	(2)	115	(1)
WESTMINSTER MALL 88TH & SHERIDAN JC PENNEY	54,594	469	55,063	52,215	893	53,108	5	(47)	4
VILLAGE AT PARK CENTRE NW CORNER 120TH & HURON CB & POTTS	52,475	2,110	54,585	51,385	543	51,928	2	289	5
NORTHVIEW 92ND AVE YATES TO SHERIDAN H MART	46,111	426	46,537	45,134	155	45,289	2	175	3
BROOKHILL IV E SIDE WADS 90TH-92ND MURDOCH'S	38,842	628	39,470	32,372	541	32,913	20	16	20
RANCHO PLAZA SE CORNER 72ND & FEDERAL WALMART MARKET	34,758	434	35,192	7,116	0	7,116	388	--	395
LUCENT/KAISER CORRIDOR 112-120 HURON - FEDERAL LUCENT TECHNOLOGY	9,567	25,361	34,928	10,414	33,502	43,916	(8)	(24)	(20)
WILLOW RUN 128TH & ZUNI SAFEWAY	32,469	355	32,824	31,238	146	31,384	4	143	5
STANDLEY PLAZA SW CORNER 88TH & WADS WALGREENS	32,193	580	32,773	28,049	624	28,673	15	(7)	14
TOTALS	3,325,743	118,280	3,444,023	3,014,407	87,609	3,102,016	10	35	11

CITY OF WESTMINSTER
GENERAL RECEIPTS BY CENTER
APRIL 2015 YEAR-TO-DATE

Center Location Major Tenant	Current Month			Last Year			Percentage Change		
	General Sales	General Use	Total	General Sales	General Use	Total	Sales	Use	Total
THE ORCHARD 144TH & I-25 JC PENNEY/MACY'S/TARGET	2,016,226	91,137	2,107,363	1,849,796	59,402	1,909,198	9	53	10
WESTFIELD SHOPPING CENTER NW CORNER 92ND & SHER WALMART 92ND	1,352,469	14,705	1,367,174	1,402,202	9,443	1,411,645	(4)	56	(3)
SHOPS AT WALNUT CREEK 104TH & REED TARGET	1,112,653	6,736	1,119,389	1,040,127	7,447	1,047,574	7	(10)	7
NORTHWEST PLAZA SW CORNER 92 & HARLAN COSTCO	1,059,378	2,702	1,062,080	991,317	38,554	1,029,871	7	(93)	3
SHERIDAN CROSSING SE CORNER 120TH & SHER KOHL'S	757,646	9,768	767,414	724,451	10,537	734,988	5	(7)	4
BROOKHILL I & II N SIDE 88TH OTIS TO WADS HOME DEPOT	738,514	4,370	742,884	759,578	5,729	765,307	(3)	(24)	(3)
SHOENBERG CENTER SW CORNER 72ND & SHERIDAN WALMART 72ND	730,026	5,036	735,062	694,628	7,372	702,000	5	(32)	5
INTERCHANGE BUSINESS CENTER SW CORNER 136TH & I-25 WALMART 136TH	687,317	9,104	696,421	707,084	1,999	709,083	(3)	355	(2)
NORTH PARK PLAZA SW CORNER 104TH & FEDERAL KING SOOPERS	644,639	3,233	647,872	593,271	3,956	597,227	9	(18)	8
PROMENADE SOUTH/NORTH S/N SIDES OF CHURCH RANCH BLVD SHANE/AMC	641,065	78,387	719,452	608,699	92,834	701,533	5	(16)	3
CITY CENTER MARKETPLACE NE CORNER 92ND & SHERIDAN BARNES & NOBLE	634,378	3,058	637,436	465,866	6,899	472,765	36	(56)	35
STANDLEY SHORES CENTER SW CORNER 100TH & WADS KING SOOPERS	459,229	1,386	460,615	401,750	1,070	402,820	14	30	14

CITY OF WESTMINSTER
GENERAL RECEIPTS BY CENTER
APRIL 2015 YEAR-TO-DATE

Center Location Major Tenant	Current Month			Last Year			Percentage Change		
	General Sales	General Use	Total	General Sales	General Use	Total	Sales	Use	Total
VILLAGE AT THE MALL S SIDE 88TH DEPEW-HARLAN LOWE'S	365,813	14,728	380,541	272,443	1,617	274,060	34	811	39
BRADBURN VILLAGE 120TH & BRADBURN WHOLE FOODS	267,690	64,096	331,786	67,324	1,095	68,419	298	5,754	385
WESTMINSTER CROSSING 136TH & I-25 LOWE'S	258,576	10,365	268,941	198,363	485	198,848	30	2,037	35
ROCKY MOUNTAIN PLAZA SW CORNER 88TH & SHER GUITAR STORE	234,091	1,020	235,111	269,086	1,895	270,981	(13)	(46)	(13)
WESTMINSTER PLAZA FEDERAL-IRVING 72ND-74TH SAFEWAY	231,629	2,303	233,932	222,066	1,505	223,571	4	53	5
WESTMINSTER MALL 88TH & SHERIDAN JC PENNEY	211,102	1,739	212,841	201,995	2,536	204,531	5	(31)	4
VILLAGE AT PARK CENTRE NW CORNER 120TH & HURON CB & POTTS	199,729	4,941	204,670	186,633	3,209	189,842	7	54	8
NORTHVIEW 92ND AVE YATES TO SHERIDAN H MART	173,073	2,449	175,522	165,380	3,783	169,163	5	(35)	4
WILLOW RUN 128TH & ZUNI SAFEWAY	135,343	1,023	136,366	125,578	803	126,381	8	27	8
BROOKHILL IV E SIDE WADS 90TH-92ND MURDOCH'S	130,953	18,605	149,558	121,262	1,310	122,572	8	--	22
CHURCH RANCH CORPORATE CENTER CHURCH RANCH BOULEVARD LA QUINTA	127,547	19,477	147,024	48,604	31,880	80,484	162	(39)	83
STANDLEY PLAZA SW CORNER 88TH & WADS WALGREENS	115,039	1,638	116,677	101,374	2,019	103,393	13	(19)	13
BOULEVARD SHOPS 94TH & WADSWORTH CORRIDOR AMERICAN FURNITURE WAREHOUSE	112,878	5,179	118,057	101,262	1,262	102,524	11	310	15
TOTALS	13,397,003	377,185	13,774,188	12,320,139	298,641	12,618,780	9	26	9



Agenda Memorandum

City Council Meeting
May 18, 2015



SUBJECT: US 287 (Federal Boulevard) Bridge Replacement Project - Contract with DTJ Design, Inc. for Concept Design of Enhancements and Construction Inspections

Prepared By: Andrew Hawthorn, PE, Senior Engineer

Recommended City Council Action

Based upon the recommendation of the City Manager, find that the public interest will best be served by authorizing the City Manager to enter into a sole source contract with DTJ Design, Inc., in the amount of \$57,827, and authorize a contingency in the amount of \$5,782 for the preparation of concept design drawings of enhancements and construction inspections of previously approved architectural enhancements on the Federal Boulevard Bridge over the Burlington Northern/Santa Fe Railroad Project.

Summary Statement

- The Colorado Department of Transportation (CDOT) has commenced the construction for the replacement of the Federal Boulevard (US 287) Bridge over the Burlington Northern/Santa Fe Railroad, located at approximately 69th Avenue in Westminster.
- CDOT competitively bid and selected DTJ Design, Inc. to prepare drawings for certain architectural enhancements desired by the State for this \$12 million bridge replacement project.
- In order to save time and avoid potential conflicts between consultants, City staff also negotiated a contract directly with DTJ Design, Inc. to perform concept design work for additional City-requested architectural enhancements.
- Additionally, the terms of the Intergovernmental Agreement between the City and CDOT, approved by the City Council on February 9, 2015, by Resolutions 13 and 14, require the City to provide construction inspections of the architectural enhancements to be installed with the bridge project. These inspections include pedestrian fencing, bridge railing, guard rails and lighting.
- The terms of a proposed contract with DTJ Design for concept design work and construction inspections, in the amount of \$57,827, has been negotiated between City staff and the consultant. This proposed action would raise the total amount of all contractual obligations with DTJ Design over the \$50,000 threshold requiring City Council approval for sole source contracts.
- Funds for this contract are currently available in the Federal Boulevard Bridge Enhancements Project of the General Capital Improvement Fund.
- A \$5,782 contingency is also recommended, thus yielding a total project budget of \$63,609.

Expenditure Required: \$63,609.00

Source of Funds: General Capital Improvement Fund—Federal Boulevard Bridge Enhancements

Policy Issue

Should the City continue to contract with DTJ Design, Inc. on a sole source basis for the concept design of enhancements and construction inspections of previously approved architectural enhancements on the Colorado Department of Transportation's Federal Boulevard (US 287) Bridge Replacement Project?

Alternative

City Council could chose to not approve this sole source contract and, instead, direct staff to competitively bid this work. Staff recommends approval of the contract with DTJ Design, Inc. in order to achieve continuity with the design and inspections of the enhancements. Selecting a different consulting firm at this point in the design process would be inefficient and would likely cost more than the fee proposed by DTJ Design. Further delays would compromise the City's ability to fulfill the terms of the agreement with CDOT to provide timely designs and construction inspections of the previously approved enhancements.

Background Information

In 2012, City staff was notified that the existing Federal Boulevard Bridge over the Burlington Northern/Santa Fe railroad was to be replaced as part of the Bridge Enterprise Fund administered through the Colorado Department of Transportation (CDOT). The replacement of this bridge, currently under construction and scheduled for completion in 2016, is very timely given the current construction activity and redevelopment efforts occurring in this area, particularly with the Westminster Station planned opening in 2016. Unfortunately, CDOT has historically taken the position that bridge replacements on the State Highway system can only provide "in kind" structures to those being replaced, and the cost of any desired aesthetic enhancements must be borne by the local jurisdiction. Since the City has created a favorable identity over the past few decades by providing such enhancements to many bridges, including a few that are owned by CDOT, City Council directed staff to pursue similar improvements to this proposed bridge on Federal Boulevard.

During the initial project scoping meeting with CDOT, staff requested that CDOT consider adding certain elements into their project, which include widening the road to accommodate a six-lane facility, adding a traffic signal at the future Westminster Station Drive intersection, enhancing the vehicular and pedestrian railings and widening the median. City Council approved the installation of these elements on February 9, 2015, through Intergovernmental Agreements (IGA) between CDOT and the City of Westminster. Additionally, it is important to note that City Council also approved Resolution 12 authorizing a request for reimbursement from CDOT for certain public improvements that the City is constructing that directly benefit this CDOT project. These items are associated with the Little Dry Creek drainage project and the Westminster Station infrastructure project. Specifically, CDOT will pay the City for a proportionate share of the proposed regional water quality facility at Westminster Station Drive, the extension of the drainage culverts under Federal Boulevard and grading into City owned property that will eliminate the need to construct retaining walls for the bridge replacement.

This proposed contract with DTJ Design builds upon the previously approved work by adding concept design for a monument entry sign, concepts for art installation and xeric landscape architecture anticipated to be installed near the conclusion of the CDOT project. A separate agenda item pertaining to the construction of these enhancements will be presented at a future City Council meeting for Council's consideration.

The funding for this project is available in the General Capital Improvement Fund—Federal Boulevard Bridge Enhancements. It should be noted that the funding for this particular project originated from CDOT's purchase of City-owned property that was needed for the US 36 widening project that is currently under construction.

SUBJECT: DTJ Design, Inc. contract for concept design and inspections on US 287

Page 3

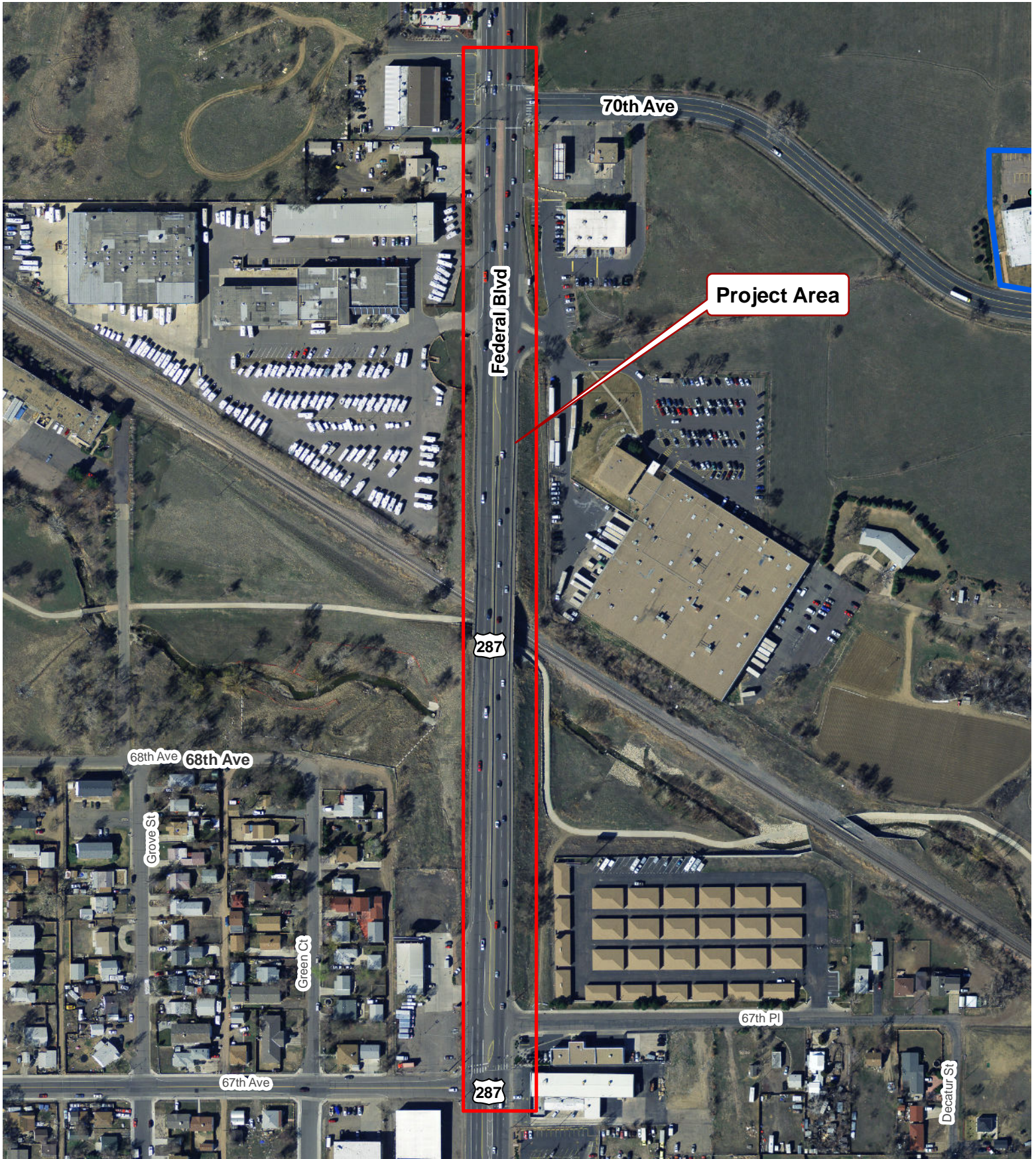
The Federal Boulevard Bridge Enhancement Project supports the following of City Council's strategic plan goals: *Ease of Mobility*; *Dynamic, Diverse Economy* by enhancing the south Westminster TOD area; and *Proactive Regional Collaboration*.

Respectfully submitted,

Donald M. Tripp
City Manager

Attachment - Vicinity Map

Vicinity Map



Project Area



0 125 250 500 Feet



Agenda Item 8 C-D

Agenda Memorandum

City Council Meeting
May 18, 2015



SUBJECT: Skyline Vista Playground Renovation

Prepared By: Kathy Piper, Landscape Architect II

Recommended City Council Action

1. Authorize the City Manager to execute a contract with T2 Construction Inc. in the amount of \$81,562 for Skyline Vista Playground renovation with a 10% contingency of \$8,157 for a total project cost of \$89,719.
2. Based on the recommendation of the City Manager, find that the public interest would be best served by awarding this work to Landscape Structures, Inc. as the sole source of the work in the amount of \$103,817 for purchase and installation of playground equipment.

Summary Statement

- Skyline Vista Park is located at 2595 W. 72nd Ave. (See attached site photo)
- This playground renovation project will include replacement play equipment, accessible surfacing, compliance with ADA guidelines, a small rock walk to hold the existing grade, and additional seating around the playground.
- The cost of this project will be split with Adams County School District 50. Adams County School District 50 has received a \$138,000 Colorado Health Foundation grant for their portion of the play equipment replacement and renovation of the play area. Through an existing Intergovernmental Agreement (IGA), the District agrees to split both the cost of play equipment and maintenance of the playground.
- Bids were solicited from three reputable construction companies with experience in park construction. T2 Construction Inc. provided the low bid.

Expenditure Required: \$255,080

Source of Funds: Capital Improvement Fund – Park Renovation Project (\$117,080)
Adams County School District 50 Grant from Colorado Health Foundation (\$138,000)

Policy Issue

Should the City proceed with the park renovation at Skyline Vista Park?

Alternatives

City Council could choose to not authorize the construction renovation at this time; however, Staff does not recommend this option as the equipment has been identified for renovation as part of the Parks Inventory and Playground Assessment program. While the playground equipment has been maintained since installation in 1997, the equipment is now 17-years old and needs major repairs. In addition, there is an Intergovernmental Agreement (IGA) for the use and maintenance of the playground between Adams County School District 50 and the City of Westminster when school is in session.

City Council could choose to reduce the scope of the project by eliminating Westminster's portion of the project; however, Adams County School District 50 received the grant based on Westminster providing a 50% match and working cooperatively to provide new equipment and construction.

Background Information

Skyline Vista Park has been part of the City since 1998. The 11-acre park is located at 2595 W. 72nd Ave. In addition to the playground, this heavily used park currently has two picnic shelters, two softball fields, a Top Spin court, volleyball court, horseshoe pits, an inline skating area and parking lot. No renovations have been made at this park since its original design. An Intergovernmental Agreement (IGA) with Adams County School District 50 has been in place since the park opened in regard to the playground area. Staff has been working with the school district on a playground design and construction plans to replace the play equipment. The IGA requires a 50% split for maintenance and replacement of play equipment. The school district has very limited funding but was awarded a Colorado Health grant of \$138,000 for their portion of the playground equipment replacement. The playground equipment was based on specific playability, ease of maintenance and preference from Adams County School District 50. Playground equipment from Landscape Structures, Inc. and Children's Playstructures and Recreation will be purchased and installed for a total of \$131,894. Miscellaneous items, such as picnic tables, safety surfacing, and concrete will be purchased by staff and installed with our Park Construction Crew. Staff will follow City policies for purchasing of any additional materials associated with the park renovation. Total costs for miscellaneous items will not exceed \$61,544.

The Parks Master Plan identifies Skyline Vista Park for renovation after 10 to 12 years of use. The park has been in use for 17 years.

In the City of Westminster Parks, Recreation and Libraries Department Citizen's Needs Assessment 2013; 87% of residents of Westminster believe that creating a beautiful community, providing trails, paths and supporting physical wellness were very important. Keeping the citizen's priorities in mind, along with the new Parks, Recreation and Libraries mission statement, "***Together we create exceptional opportunities for a vibrant community with a commitment to nature, wellness and literacy,***" Staff believes that the replacement of the playground will keep the community neighborhood vibrant and provide wellness opportunities for a variety of ages and abilities through new play equipment and access.

The new playground is not based on any theme. Staff and the school district selected play pieces from manufactures that provide durable equipment, variety, and playability. Fifty percent of the play pieces are required to be accessible to all children. The sand within the current play area will also be replaced with an engineered wood fiber (EWF) that is considered ADA accessible.

Staff solicited bids from three companies for this playground renovation work. Two companies responded to the Request for Bid proposal. Staff reviewed the bids and determined that T2 Construction,

Inc. was the low bidder. T2 Construction, Inc. has done a variety of projects in the past such as Jessica Ridgeway Memorial Park and Quails Crossing. Construction will begin in June and completion is expected by the end of August.

	T2 Construction Inc.	Goodland Construction	ArrowJ Landscaping
Construction bid	89,719	92,529	No bid received
TOTAL	89,719	92,529	No bid

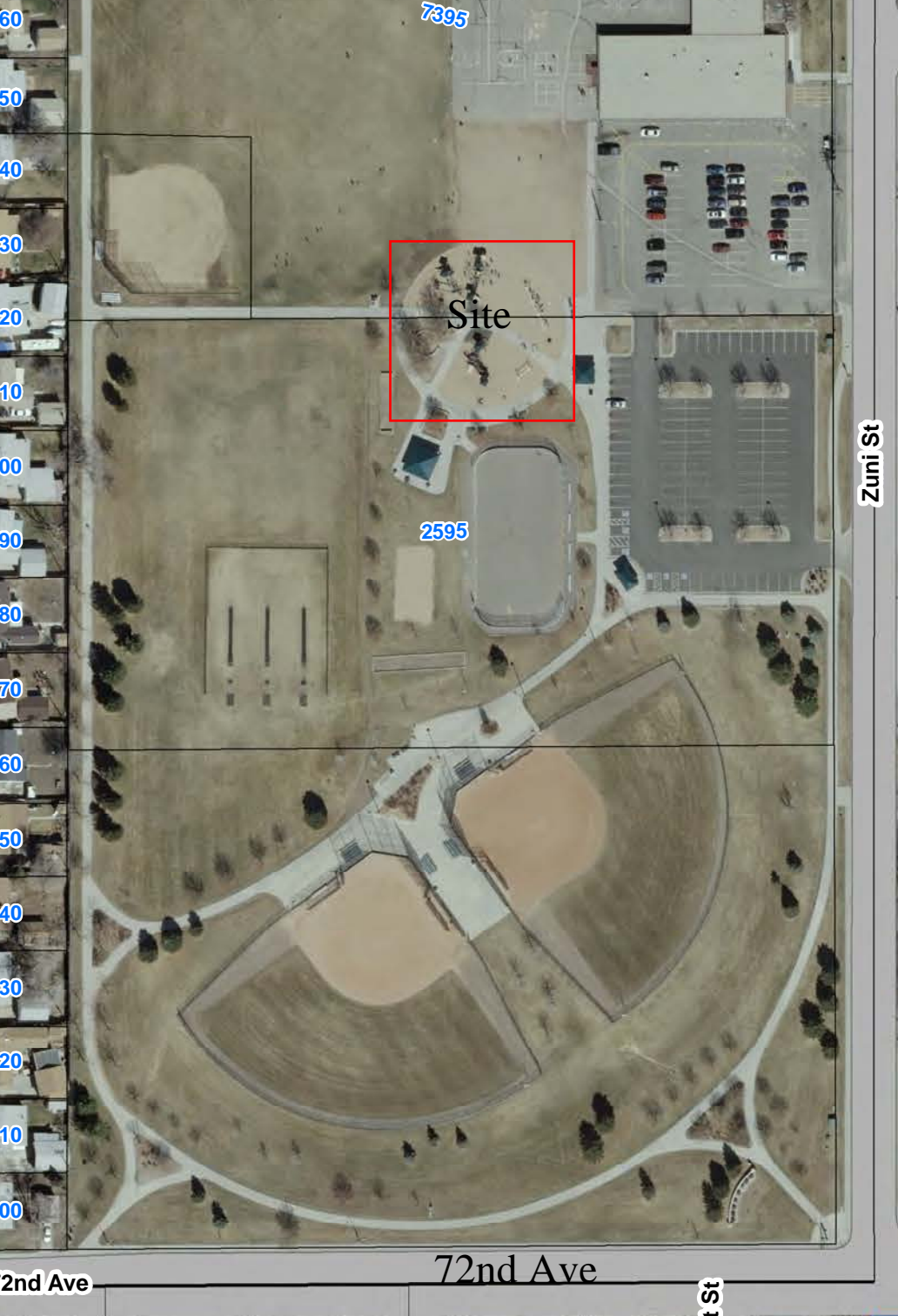
Funds for this project will come from the Capital Improvement Conservation Trust Fund.

This project meets City Council’s Strategic Plan Goals of Beautiful, Desirable, Environmentally Responsible City; Proactive Regional Collaboration; and Comprehensive Community Engagement.

Respectfully submitted,

Donald M. Tripp
City Manager

Attachments: Map – Skyline Vista Park
Skyline Vista Park Play Equipment



7395

Site

2595

Zuni St

2nd Ave

72nd Ave

t St

Skyline Park

Westminster, CO August 26, 2014 78346-1-1



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Agenda Item 8 E

Agenda Memorandum

City Council Meeting
May 18, 2015



SUBJECT: Renewal of Top One, Inc. Contract (Benders at the Ballpark)

Prepared By: Chris Johnson, City Park Superintendent

Recommended City Council Action

Authorize the City Manager to extend and amend an existing contract with Top One, Inc., d/b/a as Benders Bar and Grill II to provide concessions at Christopher Fields through December 31, 2018.

Summary Statement

- The original agreement with Top One, Inc. was a two-and-a-half year agreement signed in May of 2013 and expires December 31, 2015.
- The original agreement allows one, three-year extension of the agreement if both parties are in agreement.
- Staff and patrons are very pleased with the operation of Benders Bar and Grill II and the service it provides our guests.
- Benders Bar and Grill II provides excellent service to user of Christopher Fields; and the City of Westminster adult softball program shows annual growth, in part, to the facilities we provide.
- Benders Bar and Grill II operates with a full liquor license; and, by terms of the original agreement, can only serve beer. There is customer demand for expanded offerings.
- The hours of operation in the original agreement need to be modified to better accommodate our patrons and the operation of the facility.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

Should City Council wish to move forward with extending and amending the original agreement the Renewal will extend through the year 2018?

Alternative

Council could choose not to extend and amend the original agreement; however, Staff feels the service we provide to our patrons at Christopher Fields would be negatively impacted by this action.

Background Information

In 2013, the City of Westminster entered into a Concessionaire Agreement with Top One, Inc. d/b/a Benders Bar and Grill II. The service provided to our patrons has been very positive over the last two years. Benders Bar and Grill II serves a need for food and drink at Christopher Fields and provides a revenue source back to the City. The original agreement, which expires at the end of 2015, allows one, three-year renewal.

In addition to renewing the agreement with Benders Bar and Grill II, Staff is also recommending the agreement be amended to allow Benders Bar and Grill II to expand their drink menu offerings with approval from the City designated Manager of the facility. The current agreement limits Benders Bar and Grill II to serving only beer, even though they hold a full liquor license for the premises. They have recorded numerous customer inquiries over the last two years for an expanded offering.

The amended agreement will allow Benders Bar and Grill II to serve alcoholic beverages approved by the Manager. The amended agreement also shortens the hours of operation before the first game of the day starts and after the last game of the day starts to better accommodate other operation of Christopher Fields by City Staff.

The users of Christopher Fields feels Benders Bar and Grill II provides a much needed service. The City of Westminster's adult softball program has shown growth while neighboring programs are showing decline. Excellent facilities and great service help provide that strength to the program. Christopher Fields has a strong regional draw; and, facility rentals beyond City of Westminster programming is in high demand.

This item supports the City's Strategic Plan goal of Excellence in City Services.

Respectfully submitted,

Donald M. Tripp
City Manager

Attachments: Amendment to Agreement
Original Agreement with Top One, Inc., 5-19-13

**AMENDMENT TO THE CONCESSIONAIRE AGREEMENT
CHRISTOPHER FIELDS
DATED MAY 21, 2013**

The CITY OF WESTMINSTER (hereinafter referred to as "City") and TOP ONE, INC., d/b/a BENDERS BAR AND GRILL II, (hereinafter referred to as "Concessionaire") agree to amend the Agreement described above as follows:

1. Section 3, "TERM OF AGREEMENT: RENEWAL," shall be modified as set forth below to exercise the City's 3-year renewal option, with new language appearing in underline and deleted language appearing in ~~strikethrough~~:

3. TERM OF AGREEMENT: RENEWAL.

(a) The term of this Agreement shall be for two and one-half (2 ½) years, from June 1, 2013, through December 31, 2015, ~~unless~~ and is hereby renewed for one additional three (3) year term, to be known as the "Renewal Period," ~~or unless terminated earlier as provided for in Section 23 hereof of the original Agreement.~~

(b) The City ~~shall~~ has given written notice to Concessionaire ~~on or before July 1, 2015,~~ of its intent to renew this Agreement for an additional three (3) years, calendar years 2016 through 2018, ~~or of its intent to terminate.~~ The Concessionaire ~~has~~ shall responded to the City regarding its desire to renew ~~or terminate within thirty (30) days of the City's notice and no later than August 1, 2015.~~ Termination will occur on December 31, 2015, or, and the renewal term shall begin on January 1, 2016, ~~provided that the parties reach agreement as provided below.~~

~~—(c)— The three (3) year renewal shall be subject to the discretion of the City and the City's determination of satisfactory performance by the Concessionaire of the terms and conditions of this Agreement, as well as mutual agreement between the parties regarding the monthly Base Concession Fee to be paid under Paragraph 11 of this Agreement. If the parties are unable to mutually agree upon the monthly Base Concession Fee to be paid under paragraph 11 of this Agreement by September 1, 2015, then the City shall have the right to immediately request bids for a new Concessionaire at the Premises.~~

2. Effective beginning with the 2015 season, Section 12, "HOURS OF OPERATION," subsection (b), shall be shall be modified as set forth below with new language appearing in underline and deleted language appearing in ~~strikethrough~~:

(b) The Concession Facility shall be open for business on every day during Season on which a game, event or tournament is scheduled. The Concession Facility shall be open no less than ~~one (1) hour~~ thirty (30) minutes before the first scheduled game of a day and until ~~one (1) hour~~ thirty (30) minutes after the start of the last scheduled game of a day, or until 1:00 a.m., whichever occurs first. The Concession Facility shall not operate during the Off Season. The Concessionaire shall provide

adequate staff at all times. The Concessionaire and Manager will communicate and make a joint decision regarding hours of operation for such things as severe weather delays or cancellations.

3. Effective beginning with the 2015 season, Section 13, "PERMITS AND LICENSES," subsection (c)(ii), shall be shall be modified as set forth below with new language appearing in underline and deleted language appearing in ~~striketrough~~:

(ii) To sell only ~~malt liquors, as defined by Section 12-47-103, C.R.S.,~~
~~(commonly and hereinafter referred to as "Beer")~~ alcoholic beverages approved by the Manager as part of the Concession menu by a sixteen (16) ounce plastic cup or less, for on-premises consumption;

(iii) To sell only one (1) ~~Beer~~ alcoholic beverage per one (1) adult showing valid identification at the time of each sale;

4. All other terms and conditions of this Agreement shall remain in effect.

SIGNATURE PAGE FOLLOWS

This Amendment is dated the _____ day of _____, 2015.

**TOP ONE, INC.,
d/b/a BENDERS BAR AND GRILL II**

CITY OF WESTMINSTER

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Attest: _____

Attest: _____

Secretary

City Clerk

(Corporate Seal,
if applicable)

(Seal)

Approved as to legal form and content:

City Attorney

Rev'd 10/12

**CITY OF WESTMINSTER
CONCESSIONAIRE AGREEMENT - CHRISTOPHER FIELDS**

This AGREEMENT made this _____ day of May, 2013, by and between the **CITY OF WESTMINSTER**, a municipal corporation of the State of Colorado (“City”) and **TOP ONE, INC.**, d/b/a **BENDERS BAR AND GRILL**, a Colorado corporation (“Concessionaire”).

WHEREAS, the City desires to make available food and beverage services for the use and convenience of spectators and participants at Christopher Fields Softball Complex, located at 5875 W. 104th Avenue within the City; and

WHEREAS, the Concessionaire is willing and able to provide such services pursuant to the terms and conditions of this Agreement, including any attachments, appendices, exhibits and addendums that may be incorporated into and make a part thereof.

NOW, THEREFORE, the City and Concessionaire agree as follows:

In consideration of the payments hereinafter provided for, the keeping and performance of the covenants and agreements by the Concessionaire hereinafter set forth, the City hereby grants to said Concessionaire the right to operate a food and beverage concession at Christopher Fields Softball Complex in the County of Adams, City of Westminster, State of Colorado, which is shown in Exhibit A of this Agreement. The Concessionaire has reviewed the plans, drawings, and other materials relating to the Premises and Concession Facility, and has had access to and has negotiated with various City officials, and accepts the terms and conditions of this Agreement.

1. Definitions.

The following terms, as used in this Agreement, are defined as follows:

- (a) “City” – City of Westminster, Colorado.
- (b) “Concession” – The right granted to the Concessionaire to sell and serve food and beverages to spectators and participants at Christopher Fields on, at or from the Premises or Concession Facility.
- (c) “Concessionaire” – The entity to which the City has granted the right to operate the Concession on, at or from the Premises and Concession Facility, subject to the terms and conditions herein. This term also includes the agents, employees, or assignees of said Concessionaire.
- (d) “Concession Facility” – The structure shown on Exhibit A of this Agreement, designated as such.

(e) “Director” – Director of the Department of Parks, Recreation and Libraries of the City of Westminster, Colorado, or designee.

(f) “Manager” – The Park Services Manager of the Department of Parks, Recreation and Libraries of the City of Westminster, Colorado, or designee.

(g) “Off Season” – Approximately November through February of each year, as formalized by the schedule of games, events, and tournaments supplied by the City each year.

(h) “Premises” – The concession building, bleachers, walkways, playing fields and dugouts as shown in Exhibit A. The Premises is synonymous with the Special Event Perimeter..

(i) “Season” – Approximately March through October of each year, as formalized by the schedule of games, events, and tournaments supplied by the City each year.

(j) “Special Event Perimeter” – The area coterminous with the Premises and shown on Exhibit A.

(k) “Typical Consumption Perimeter” – The same area as defined as the Premises and the Special Event Perimeter but specifically excluding the playing fields and dugouts as shown on Exhibit A.

2. PURPOSE.

(a) It is the intent of this Agreement to provide for a complete concession operation upon the Premises and Concession Facility covered by this Agreement, with only such exceptions and limitations as may be specifically noted herein.

(b) In interpreting this Agreement, words describing materials or work that have a well-known technical or trade meaning, unless otherwise specifically defined, shall be construed in accordance with such well-known meaning recognized by the trade.

3. TERM OF AGREEMENT: RENEWAL.

(a) The term of this Agreement shall be for two and one-half (2 ½) years, from June 1, 2013, through December 31, 2015, unless renewed for one additional three (3) year term or unless terminated earlier as provided for in Section 23 hereof.

(b) The City shall give written notice to Concessionaire on or before July 1, 2015, of its intent to renew this Agreement for an additional three (3) years, calendar years 2016 through 2018, or of its intent to terminate. The Concessionaire shall respond to the City regarding its desire to renew or terminate within thirty (30) days of the City’s notice and no later than August 1, 2015. Termination will occur on December 31, 2015, or the renewal term shall begin on January 1, 2016, provided that the parties reach agreement as provided below.

(c) The three (3) year renewal shall be subject to the discretion of the City and the City's determination of satisfactory performance by the Concessionaire of the terms and conditions of this Agreement, as well as mutual agreement between the parties regarding the monthly Base Concession Fee to be paid under Paragraph 11 of this Agreement. If the parties are unable to mutually agree upon the monthly Base Concession Fee to be paid under paragraph 11 of this Agreement by September 1, 2015, then the City shall have the right to immediately request bids for a new Concessionaire at the Premises.

4. SCOPE OF WORK.

(a) The scope of work to be performed under this Agreement is the furnishing of a top quality Concession operation for the sale and service of food and beverages to spectators and participants of at Christopher Fields at such prices and under such standards and guidelines of operation as will assure prompt, courteous, and convenient services to the spectators and participants. The Concessionaire shall comply with the Standards and Guidelines of Operations, attached hereto and incorporated herein as Exhibit C.

(b) The privilege granted by this Agreement shall be an exclusive right to provide for the sale of all food, beverages, and catering services on the Premises and the Concession Facility, except as noted because of prior City obligations in the 2013 Season Schedule, set forth in Exhibit B, which is attached hereto and incorporated herein. The City reserves the right to conduct or operate other concessions upon the Premises and Concession Facility if they do not compete with the Concessionaire. Any rights not specifically granted to the Concessionaire herein are retained by the City.

(c) The Concessionaire will:

(i) Provide all food and beverage services available on the Premises and the Concession Facility;

(ii) Provide all mobile or peddler services for food and beverages;

(iii) Comply with the City's Use Regulations for Parks, except as specifically permitted otherwise herein;

(iv) Provide all temporary food and beverage facilities as agreed to by the Manager and the Concessionaire;

(v) Employ, train, staff, and manage all personnel required to properly operate and maintain the Concession;

(vi) Provide daily maintenance of the Concession Facility and Premises;

(vii) Make any necessary repairs to non-City owned equipment. Concessionaire is responsible for City-owned equipment repairs only if a private equipment repair

company finds that repairs needed are due to concessionaire damage or neglect. City-owned equipment is listed in Exhibit E.

(viii) Obtain all licenses, permits, and certificates required to operate the Concession, including, but not limited to, an Optional Premises Liquor License;

(ix) Operate the Concession in a manner fully supportive, and in compliance with, the Standards and Guidelines of Operations set out in Exhibit C to this Agreement;

(x) Operate the Concession Facility as a public facility in a non-discriminatory manner at all times;

(xi) Promote and market the Concession to the general public; but Concessionaire shall not place or permit any sign, advertisement, display, notice, or other lettering to be exhibited or fixed to any part of the Premises or Concession Facility without the City's prior written approval.

(xii) Provide any and all equipment in addition to that provided by the City, which is necessary to provide the required level of services.

5. USE OF PREMISES.

(a) Concessionaire shall have the right to possession of the Premises and Concession Facility for the limited purpose of the sale and service of food and beverages, including alcoholic beverages, subject to the Standards and Guidelines of Operations set out in Exhibit C of this Agreement. Use of the Premises and Concession Facility by Concessionaire for the sale and service of alcohol beverages shall be in compliance with the Colorado Liquor Code, Section 12-47-101, *et seq.*, C.R.S.; Title V, Chapter 14, of the Westminster Municipal Code; and Title VI, Chapter 9, of the Westminster Municipal Code. Concessionaire shall have control of and responsibility for the Premises and Concession Facility with respect to the sale and service of all alcoholic beverages. Concessionaire shall not use or permit the Premises or Concession Facility to be used for any purpose that is prohibited by any law or regulation of the State of Colorado or the City of Westminster. In the event the rights granted Concessionaire under this Agreement are insufficient to obtain a liquor license for the sale of alcoholic beverages at the Premises and the Concession Facility, the City will grant such additional rights to Concessionaire as are required to obtain approval of the liquor license.

(b) Entertainment of any nature shall be subject to approval of the Manager, which approval shall not be unreasonably withheld. If the Manager disapproves any entertainment, the Concessionaire shall terminate said entertainment immediately.

(c) City hereby grants Concessionaire a non-exclusive and limited license to use of the City's logos, copyrights, trademarks, and trade names for use on t-shirts and uniforms worn by employees of Concessionaire, and on Concession menus, napkins, matches, signage, cups, and any other reasonable usage in connection with operation of the Concessionaire. The use of

such logos, copyrights, trademarks and trade names will be in proper manner including use of any design or symbol as may be required by the City. The City retains the right to review and approve any and all uses of City logos, copyrights, trademarks, and trade names used by Concessionaire in connection with the operation of the Concession. Concessionaire warrants that any use of logos, copyrights and trademarks, and used in connection with operation of the Concession will be done without violation of any rights therein. When possible and appropriate, the City will include Concessionaire's name in advertising for Christopher Fields.

(d) Concessionaire shall maintain all signs or advertisements approved by the City in good and attractive condition at the Concessionaire's expense.

6. RESTRICTIONS ON USE OF PREMISES.

(a) Concessionaire shall not:

(i) Permit any unlawful practice to be carried on or committed on the Premises or Concession Facility;

(ii) Make any use or allow the Premises or Concession Facility to be used in any manner or for any purpose that might invalidate or increase the rate of insurance on any policy maintained by the City; including storage or use or permitting to be kept or used on the Premises or the Concession Facility any inflammable fluids, toxic materials, or substances of any nature reasonably deemed dangerous by the City or the City's insurance carriers without obtaining prior written consent of the City, except for small quantities of cleaning products incidental to their permitted uses described in this Agreement;

(iii) Use the Premises or Concession Facility for any purpose that creates a nuisance or injures the reputation of the Premises or the City;

(iv) Permit any odors to emanate from the Premises or Concession Facility in violation of any local, state, or federal law;

(v) Use any portion of the Premises or Concession Facility for storage or other purposes except as is necessary and required with its use specified in this Agreement;

(vi) Permit its employees to park anywhere upon the Premises except in employee parking, as designated by the Manager and shown in Exhibit A to this Agreement; provided, however, designated employee parking may be modified from time to time by the Manager upon prior notice to Concessionaire;

(vii) Permit tobacco products to be used by any person in, on, or at the Concession Facility;

(viii) Conduct, or allow to be conducted, gambling on site; and

(ix) Concessionaire shall not place or permit any sign, advertisement, display, notice, or other lettering to be exhibited or fixed to any part of the Premises or Concession Facility without the City's prior written approval.

7. IMPROVEMENTS.

The City retains the right to modify or alter the improvements of the Premises and Concession Facility at any time and in any manner; provided, however, such modifications or alterations shall only occur during the Off Season with the exception of any emergency work deemed necessary by the City. Concessionaire shall make no improvements or alterations to the Premises or Concession Facility without prior written approval by the City; provided however, that concessionaire may without prior City permission make emergency corrections necessary to prevent imminent injury to persons or property. Concessionaire will make initial improvements to the Concession Facility, at its cost, with prior City approval. To the extent any of those improvements are fixtures, the fixtures shall be listed on Exhibit E, shall become City property, and shall remain part of the Concession Facility at the end of this Agreement at no cost to the City.

8. MAINTENANCE.

All maintenance and repairs to the Premises and Concession Facility including plumbing, water lines, sewer lines and City-owned equipment shall be the responsibility of the City; provided, however, that any maintenance and repairs, regardless of cost, necessitated by the negligence or intentional acts of the Concessionaire shall be the sole responsibility of the Concessionaire. As part of the City's preventative maintenance program, the City may require an annual "closure for repairs" in order to rejuvenate the Premises and Concession Facility; provided, however, such closure shall occur during the Off Season with the exception of emergency work deemed necessary by the City.

9. EQUIPMENT.

(a) The Concessionaire shall furnish the equipment and supplies listed in Exhibit D, attached hereto and incorporated herein by this reference. Concessionaire shall be responsible for replacing and keeping in service all items listed in Exhibit D. All such items shall remain the property of Concessionaire at the termination of this Agreement.

(b) The City will furnish fixtures and personal property, as set out in Exhibit E, attached hereto and incorporated herein by this reference, which items shall remain the property of the City. Concessionaire shall be responsible for daily cleaning of all City-owned equipment, furniture, fixtures, and personal property set out in Exhibit E during the term of this Agreement, which items shall be kept in proper repair and working order, and be in good and serviceable condition at the termination of this Agreement, except for normal wear and tear. The City shall be responsible for maintenance and replacement of its equipment, furniture, fixtures, and personal property when the City deems such replacement is necessary; provided however, if replacement is necessary due to negligence of Concessionaire, Concessionaire shall bear the cost

of replacement. Any and all requests for repairs or contract maintenance of City-owned equipment requires approval of the Manager prior to any service contractors being notified.

10. UTILITIES.

(a) The City shall deliver water, sewer, basic telephone, electricity, and gas to the Premises and Concession Facility for the operation of the Concession. The cost of each shall be borne as set forth in subsections (b) and (c) below.

(b) The City shall pay for electricity, water, sewer and basic telephone line costs for the Concession Facility and shall charge to Concessionaire, as an estimated monthly cost for those services, the amount of three hundred dollars (\$300.00) per month, payable at the time and place directed by the City, for the initial three (3) months of this Agreement. The City and the Concessionaire shall review Concessionaire's actual utility usage during the first three (3) months of this Agreement and shall agree in writing upon a corresponding monthly utility payment, which shall be due and payable during the fourth (4th) month of this Agreement and thereafter (the "Monthly Utility Payment"). The Monthly Utility Payment shall be made separate from Concession Fee set forth in Section 16 below and as directed by the City.

(c) The Concessionaire is responsible to directly contract with a separate long-distance or internet company for such installation and service and to pay all long-distance or internet costs.

11. OTHER OPERATIONS AND ACTIVITIES.

The Concessionaire shall conduct the Concession granted to it without infringement upon the rights of others, or any interference in the operation of Christopher Fields in general, or any facilities adjacent thereto. It shall not engage in any business to sell any commodity upon, in, or around the Premises or Concession Facility other than as expressly set out in this Agreement. The Concessionaire shall cooperate so as not to interfere with the holding or carrying on of any event upon the Premises or Concession Facility, and shall not create unreasonable noise or annoyance to those participating in or attending such events.

12. HOURS OF OPERATION.

(a) For the first Season of this Agreement, the schedule of games, events and tournaments shall be as set forth in Exhibit B. By February 1 of each year thereafter, the City shall provide Concessionaire with an initial schedule of games, events and tournaments for the upcoming Season, which schedule shall be subject to change within the City's sole discretion and upon reasonable notice to the Concessionaire. Each year's Season schedule, and direction from the City, shall form the basis for Concessionaire's use of the Typical Consumption Perimeter or the Special Event Perimeter related to the Optional Premises License and for Concessionaire's deactivation of the Optional Premises License, as required by Section 13 below.

(b) The Concession Facility shall be open for business on every day during Season on which a game, event or tournament is scheduled. The Concession Facility shall be open no less than one (1) hour before the first scheduled game of a day and until one (1) hour after the start of the last scheduled game of a day. The Concession Facility shall not operate during the Off Season. The Concessionaire shall provide adequate staff at all times. The Concessionaire and Manager will communicate and make a joint decision regarding hours of operation for such things as severe weather delays or cancellations.

(c) If Concessionaire fails to open on time, a twenty-five (\$25.00) penalty for each late opening will be assessed, to be billed monthly. Ongoing problems with late openings may result in the termination of this Agreement.

(d) Concessionaire's hours of operation may be adjusted by the mutual agreement of the Concessionaire and the City.

13. PERMITS AND LICENSES.

(a) The Concessionaire shall procure, supply, and post, at its own expense, in places to be designated by the City, all permits and licenses necessary for the operation of the Concession and shall pay, at its own expense, all taxes assessed or levied against its business and merchandise.

(b) The Concessionaire shall apply for an Optional Premises Liquor License within fifteen (15) business days after the date this Agreement is fully executed and shall maintain such license during the term of this Agreement. The Director will fully cooperate with Concessionaire in the application for such liquor license. The Concessionaire shall pay all expenses necessary to obtain the liquor license. Nothing contained in this Agreement shall be construed to guarantee that the City will approve the issuance of any license. In the event such license is denied, or in the event that such license is issued but later revoked or suspended BY THE LOCAL OR STATE LIQUOR LICENSING AUTHORITIES, such denial, suspension, or revocation may be deemed a material breach of this Agreement, and the City may immediately terminate this Agreement. No transfer of the license shall be made without the approval of the City and only as part of an assignment of this Agreement. Upon termination, the City may designate a transferee of the liquor license. The Concessionaire agrees to take all actions necessary to promptly transfer the existing license to the transferee.

(c) As part of operation of the Optional Premises License, Concessionaire agrees as follows:

(i) To specify in the Optional Premises Liquor License the Special Event Perimeter as the liquor licensed premises; however, Concessionaire shall cooperate with the City to limit consumption of alcoholic beverages to only the Typical Consumption Perimeter, except during City special events, as identified in Exhibit B, or as approved in writing in advance by the Manager.

(ii) To sell only malt liquors, as defined by Section 12-47-103, C.R.S., (commonly and hereinafter referred to as “Beer”) by a sixteen (16) ounce plastic cup or less, for on-premises consumption;

(iii) To sell only one (1) Beer per one (1) adult showing valid identification at the time of each sale;

(iv) To deactivate the Optional Premises License, using the notice process identified in Section 5-14-11(I), W.M.C., and Section 12-47-310(4), C.R.S., as may be amended, during the Off Season and during specific events or dates during the Season as directed by the City;

(v) To cooperate in all manner with the City, including but not limited to the use of security and the posting of signage at the Concession Facility and elsewhere on the Premises, to prohibit consumption of Beer and all other alcoholic beverages beyond the Typical Consumption Perimeter except when use of the Special Event Perimeter is specifically authorized in advance by the Manager

(vi) To pay a twenty-five dollar (\$25.00) penalty for each instance of unauthorized alcohol consumption in the dugouts and on the playing fields, as determined by the Manager, to be billed monthly. Ongoing problems with unauthorized consumption of alcoholic beverages in the dugouts and on the playing fields may result in the termination of this Agreement;

(vii) To contract for private security services according to the details contained within Exhibit C to ensure compliance with this Agreement and all applicable laws and ordinances.

14. AUTHORITY OF MANAGER

(a) The Manager shall interpret and apply the Standards and Guidelines of Operations provided for in this Agreement and shall interpret and apply all other exhibits attached hereto. The Manager shall decide all questions that may arise as to the Concessionaire’s fulfillment of such Standards and Guidelines. The Manager may revise such Standards and Guidelines from time to time with thirty (30) days written notice to the Concessionaire. In the event the Concessionaire disagrees with a decision of the Manager, Concessionaire shall have the right to appeal the decision to the Director, provided such appeal is in writing and filed with the Director within ten (10) days after the Concessionaire’s receipt of the Manager’s written decision. The Director shall make a determination within twenty (20) days after his receipt of the appeal. The decision of the Director shall be in writing and shall be sent to each party at the addresses set out in Section 30(a) of this Agreement. The decision of the Director shall be final.

(b) The Concession menu, prices and standards of operation must be approved by the Manager in accordance with Exhibit C.

(c) If the service being performed by the Concessionaire does not meet the Standards and Guidelines of Operations set out in this Agreement, the Manager shall immediately notify the Concessionaire, and the failure shall be deemed a default.

15. ACCESS AND INSPECTION.

The Director or his designee may enter the Premises and Concession Facility at any reasonable time for the purpose of inspecting the same. Any entry onto or inspection of the Concession Facility by the City pursuant to this section shall not constitute interference with the operations of the Concessionaire and no abatement of any payments due under this Agreement shall be allowed; provided, however, the scope and length of the inspection is reasonable.

16. PAYMENTS.

(a) Concession Fee. The Concession Fee of twelve percent (12%) of Concessionaire's gross sales is due to the City prior to the twentieth (20th) day of the month for each preceding month. The Concession Fee will be paid to the City without notice or demand, and without deduction or offset, at the address specified for the City in Section 30 – "Notices", or such other place as the City shall designate. In addition, the Concessionaire shall provide a report to the Park Services Manager that details monthly gross sales. Said report is also due no later than the 20th day of the month for the preceding month.

(b) Books and Records. Concessionaire and each licensee or concessionaire of Concessionaire shall keep a permanent, accurate set of records of all gross sales derived from the conduct of the Concession, including all point-of-sale records, tapes, and printouts; sales reports and ledgers; files; computer records and disks; cash register tapes, sales slips, order records, and invoices; copies of all tax returns filed with any governmental authority that reflect in any manner sales, income, or revenue generated in connection with the Concession, as may be reasonably required in order to ascertain, document, or substantiate gross sales. All such records shall be retained for at least three (3) years after the end of the calendar year to which they relate.

(d) Late Payment. If Concessionaire fails to pay the Concession Fee after a five (5) day grace period, the unpaid amount will be subject to a late payment charge equal to five percent (5%) of the unpaid amount. This late payment charge will constitute liquidated damages and will be payable to the City together with such unpaid amount. The payment of this late payment charge will not constitute a waiver by the City of any default by Concessionaire under this Agreement.

(e) Additional Concession Fees. All other amounts, liabilities, and obligations that Concessionaire assumes or agrees to pay pursuant to this Agreement, including any payment of utilities or late payment charges shall constitute additional concession fees (hereinafter referred to as "Additional Concession Fees"). If Concessionaire fails to pay any Additional Concession Fees, the City shall have the same rights, powers, and remedies provided herein or by law for nonpayment of Concession Fee. Concessionaire shall pay the Additional Concession Fee upon the City's demand, unless otherwise expressly provided herein, without offset or deduction of any nature.

(e) Accounting Controls and Procedures. The City shall have the right at any time, and from time to time, to review and approve the internal accounting controls and procedures utilized in connection with, or that are designed for, the operation of the Concession.

17. SECURITY DEPOSIT.

Not used.

18. OTHER PAYMENT OBLIGATIONS.

(a) The Concessionaire shall promptly pay all taxes and fees of whatever nature, applicable to the operation of the Concession, and shall maintain all licenses, municipal, state or federal, required for the conduct of business, and shall not permit any of said taxes or fees to become delinquent. The Concessionaire shall furnish to the City, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment of the social security, unemployment compensation and all taxes and fees referenced above. The Concessionaire shall pay promptly when due all bills, debts, and obligations, included, but not limited to, its portion of charges for water, sewer, gas, and electricity as set out herein, as well as all charges for telephone service, refuse collection, and all other costs and expenses related to the operation of the Concession, and shall not permit the same to become delinquent or suffer any lien, mortgage, judgment, execution, or adjudication in bankruptcy which will in any way impair the rights of the City under this Agreement. All such costs and expenses of the Concessionaire are to be borne by the Concessionaire.

(b) The City shall promptly pay all bills, debts, obligations, and fees of whatever nature applicable to its operation of Christopher Fields, in general, including but not limited to, payment of its portion of the utility service provided to Concessionaire hereunder and shall not permit the same to become delinquent and suffer any lien, mortgage, judgment, execution, or adjudication in bankruptcy which will in any way impair the rights of the Concessionaire under this Agreement. The City shall maintain all municipal, state, or federal licenses required for the conduct of the City business.

19. INDEMNIFICATION.

The Concessionaire agrees to indemnify and hold harmless the City of Westminster, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of Concessionaire's operation of the Concession and liquor license, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Concessionaire, any subcontractor of the Concessionaire, any subcontractor of the Concessionaire for whom Concessionaire is liable, or any officer, director, shareholder, member, employee, representative, or agent of the Concessionaire, or which arise out of any workers' compensation claim of any employee of the Concessionaire or of any employee of any

subcontractor of the Concessionaire. The Concessionaire agrees to investigate, respond to, and to provide defense for and defend against any such liability, claims or demands at the sole expense of the Concessionaire, and agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

20. ATTORNEYS FEES.

If any action is brought to recover and Concession Fee or Additional Concession Fees, or on account of any Event of Default or other breach of this Agreement, or for the recovery of the possession of the Premises and Concession Facility, or otherwise, the prevailing party shall be entitled to recover from the other party, as part of prevailing party's costs, reasonable attorneys' fees, the amount of which shall be fixed by the court and shall be made a part of any judgment.

21. INSURANCE.

(a) Concessionaire shall procure and continuously maintain at its own expense the minimum insurance coverages listed below, with forms and insurers acceptable to the City. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

(i) Commercial General Liability Insurance with combined single limit of \$3,000,000 per occurrence. This policy must include Contractor Liability; Products Liability; Broad Form Property Damage including, but not limited to, coverage for any damage to any City personal or real property due to fire or water related to Concessionaire's operations pursuant to this Agreement; and Personal Injury;

(ii) Owned, hired, and non-owned automobile liability coverage with \$1,000,000 limit;

(iii) Statutory workers' compensation on all employees;

(iv) All risk insurance for full insurable replacement value of City-owned equipment and personal property.

(v) Liquor liability with \$1,000,000 limit.

(b) The required insurance policies, except Workers' Compensation and Property, shall be endorsed to include the City of Westminster as an additional insured as its interests may appear under this Agreement. The City of Westminster shall be named "Loss Payee" on the property insurance covering City equipment and personal property. Every policy required above shall be primary insurance, and any insurance carried by the City, its elected officials, officers, employees, or others working on behalf of the City, or carried by or provided through any self-insurance pool of the City, shall be excess and not contributory insurance to that provided by Concessionaire.

(c) The Certificate of Insurance provided to the City shall be completed by Concessionaire's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to the commencement of the Agreement. The certificate shall identify this Agreement and shall provide the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City. Certificates of insurance shall be marked to identify this Agreement and shall be sent to:

Park Services Manager
City of Westminster
4800 W. 92nd Avenue
Westminster, Colorado 80031

A certified copy of any policy shall be provided to the City of Westminster upon its request.

(d) The parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitation or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, *et. seq.*, C.R.S., as from time to time amended, or otherwise available to the City of Westminster, its elected officials, officers, or employees.

22. NON-DISCRIMINATION.

(a) The Concessionaire will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Concessionaire agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government setting forth the provisions of the Equal Opportunity Laws.

(b) Concessionaire shall not discriminate against any customer, guest, employee or visitor because of race, color, religion, age, sex, disability, or national origin and shall treat all persons with dignity and respect. Failure to comply with this paragraph shall be an event of default.

23. TERMINATION.

(a) This Agreement may be terminated, the Concessionaire may be entitled to an abatement or reduction of the Concession Fee or Additional Concession Fees hereunder, and the Concessionaire may be entitled to quit all or any part of the Premises or Concession Facility or be released from any obligations hereunder upon thirty (30) days prior written notice for the following reasons:

(i) Damage to all or a substantial part of the Premises or Concession Facility not caused by Concessionaire;

(ii) Condemnation or other taking of all or a substantial part of the Premises or Concession Facility;

(iii) Any limitation or prevention of, or any interference with, any use or possession of all or a substantial part of the Premises or Concession Facility by the City;

(iv) Force majeure causing an inability to perform, due to factors beyond Concessionaire's control such as acts of God, flood, war, riot, fire, explosion, strikes, or acts of government which last for a period greater than one hundred eighty (180) days;

(v) Any final order or judgment by any court, administrative agency or other governmental authority requiring such, or

(vi) Any material breach by the City as provided herein.

(b) This Agreement may be terminated by the City upon thirty (30) days prior written notice if any of the following occurs:

(i) Concessionaire fails to make any payment when due of the Concession Fee or Additional Concession Fees; provided, however, Concessionaire shall have a grace period of five (5) business days within to make such payment to the City; or

(ii) ANY MATERIAL BREACH OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

(iii) Concessionaire, while in possession of the Premises, files a petition for bankruptcy or insolvency or for reorganization under the Bankruptcy Act, or voluntarily takes advantage of such Act by answer or otherwise, or makes an assignment for the benefit of creditors;

(iv) If proceedings are instituted against Concessionaire under any bankruptcy or insolvency law or if a receiver or trustee is appointed for all or substantially all of Concessionaire's property, and such proceedings or receivership or trusteeship are not vacated or dismissed within thirty days after such institution or appointment.

(v) The City may, as the non-breaching party, enter the Premises and Concession Facility, remove any personal property, and store such property in a public warehouse or elsewhere at the cost of Concessionaire.

24. DELIVERY AFTER TERMINATION.

Concessionaire will deliver the Premises and all City-owned equipment thereon to the City at the termination of this Agreement in as good condition and state of repair as when received, except for ordinary wear and tear, or loss and damage not otherwise caused by Concessionaire.

25. CUMULATIVE RIGHTS. No right or remedy is intended to be exclusive of any other right or remedy and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity. The failure of either party to insist at any time upon the strict performance of any covenant or to exercise any right contained in this Agreement shall not be construed as a future waiver. The City's receipt of any Concession Fee or Additional Concession Fees with knowledge of the breach of any covenant contained in this Agreement shall not be deemed a waiver of such breach. Neither party shall be deemed to have made any waiver of this or any provision of this Agreement unless expressed in writing and signed by such party.

26. VENUE AND GOVERNING LAW.

Venue for any and all legal action regarding this Agreement shall lie in the District Court of Adams County, Colorado, and this Agreement shall be governed by the laws of the State of Colorado, and the Charter and Municipal Code of the City of Westminster. Concessionaire agrees that if personal service on Concessionaire cannot be reasonably accomplished, any and all notices, pleadings, and process may be made by serving two (2) copies of the same upon the Colorado Secretary of State, State Capitol, Denver, Colorado, and by mailing by return mail an additional copy of the same to Concessionaire at the address shown in Section 29 herein; that said service shall be considered as valid personal service and judgment may be taken if, within the time prescribed by Colorado law or Rules of Civil Procedure, appearance, pleading, or answer is not made.

27. INDEPENDENT CONTRACTOR.

For the purposes of defining Concessionaire's relationship with City, it is understood and agreed that Concessionaire is an independent contractor and nothing herein contained shall constitute or designate the Concessionaire or any of its employees or agents as agents or employees of the City, nor shall Concessionaire be deemed to be engaged in a partnership or joint venture with the City. The Concessionaire understands and agrees that Concessionaire is not entitled to nor shall receive any City benefits, including vacation, worker's compensation, sick pay or any other benefits from City.

28. ASSIGNMENT.

Neither Concessionaire, nor Concessionaire's successors or assigns, shall assign this Agreement, in whole or in part, nor shall this Agreement be assigned or transferred by operation of law, or otherwise, without the prior consent in writing of the City in each instance. The sale or transfer of a controlling interest, or any interest in excess of fifty percent (50%) of the capital shares of Concessionaire or its assigns, or any merger that effects a similar transfer of a controlling interest in Concessionaire or its assigns, shall be deemed to be an assignment of this

Agreement. If this Agreement is assigned or transferred, or the Premises or Concession Facility are occupied by anyone other than the Concessionaire, the City may, after default by Concessionaire, collect Concession Fees from the assignee, transferee, or occupant, and apply the net amount collected to the Concession Fees reserved herein, but no such assignment, transfer, occupancy or collection shall be deemed a waiver of any agreement, term, covenant or condition of this Agreement, or the acceptance of the assignee, transferee, or occupant, or a release of Concessionaire from the performance or further performance by Concessionaire of the agreements, terms, covenants and conditions hereof, and the party originally constituting the Concessionaire under this Agreement shall continue liable under this Agreement in accordance with all the agreements, terms, covenants, and conditions of this Agreement. The consent by the City to an assignment or transfer shall not in any way be construed to relieve Concessionaire from obtaining the express consent in writing of the City to any further assignment or transfer.

29. NOTICES.

(a) All notices, demands and communications hereunder shall be personally served or given by certified or registered mail or via trackable overnight courier, and

(i) If intended for City, shall be addressed to City at:

City of Westminster
Attn: Director of Parks, Recreation and Libraries
4800 W. 92nd Avenue
Westminster, Colorado 80031

With a copy to:

City Attorney
City of Westminster
4800 W. 92nd Avenue
Westminster, Colorado 80031

(ii) If intended for Concessionaire, shall be addressed to:

Top One, Inc., d/b/a Benders Bar and Grill
9416 Desert Willow Trail
Highlands Ranch, CO 80129

(b) Any notice given by mail shall be deemed delivered when sent by certified mail or via trackable overnight courier, addressed as above, with postage prepaid, or when served personally at the applicable address.

30. ENTIRE AGREEMENT.

This is the entire agreement between the parties and there are no other terms, obligations, covenants, representations, statements, or conditions, oral or written, of any kind whatsoever. Any agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of this writing.

31. SEVERABILITY.

If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby. It is also the intention of the parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added as part of this Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

TOP ONE, INC. d/b/a
BENDERS BAR AND GRILL

CITY OF WESTMINSTER

JAMES M. ARMSTRONG
Corporate President

J. BRENT MCFALL
City Manager

Attest:

Attest:

PATRICIA J. ARMSTRONG
Corporate Secretary

City Clerk

Approved as to Legal Form:

City Attorney

List of Exhibits

Exhibit A - Map of Premises, Christopher Fields Softball Complex

Exhibit B - 2013 Season Schedule (note exception to exclusive concession services)

Exhibit C - Standards and Guidelines of Operations

Exhibit D - Equipment and Supplies Provided by Concessionaire

Exhibit E - Fixtures and Personal Property Provided by City

EXHIBIT B
2013 SEASON SCHEDULE AT CHRISTOPHER FIELDS
Schedule is subject to change due to weather or participation

Typical Consumption Area, as defined in the Agreement, applies except as noted below or as otherwise authorized in writing by the Manager.

Summer Leagues

- Sundays – May 12-August 11 – 2pm – 9:30pm
- Mondays – May 13-August 12 – 6:15pm-10:30pm
- Tuesdays – May 14-August 6 – 6:15pm-10:30pm
- Wednesdays – May 15-August 7 – 6:15pm-10:30pm
- Thursdays – May 16- August 8 – 6:15pm-10:30pm
- Fridays – May 17-August 16 – 6:15pm-10:30pm

Fall Leagues

- Mondays – August 26-October 21 – 6:15pm-10:30pm
- Tuesdays – August 27-October 22 – 6:15pm-10:30pm
- Wednesdays – August 28-October 23 – 6:15pm-10:30pm
- Thursdays – August 29-October 24 – 6:15pm-10:30pm
- Fridays – September 6-November 1 – 6:15pm-10:30pm

Saturday Tournaments

First games are scheduled at 8am and end by 8pm

- June 1-2 - boys baseball
- June 15 - adult slow pitch
- June 22 - adult slow pitch
- **July 1-7 - Sparkler girls fast pitch¹**
- July 27 - City league rain date if necessary
- August 3 - City league rain date if necessary
- August 17-18 - City post season adult slow pitch
- August 24-25 - City post season adult slow pitch
- September 7 - CSSTL senior slow pitch
- September 21 - adult slow pitch
- October 5 - adult slow pitch
- October 12 - adult slow pitch
- October 26 - adult slow pitch

Special Events²

- Westminster Faire

¹ For the 2013 Season, this tournament is excluded from Concessionaire's otherwise exclusive right to provide for the sale of all food, beverages, and catering services on the Premises and the Concession Facility.

² Special Event Consumption Area (which includes dugouts and playing fields) applies during Special Events.

EXHIBIT C
STANDARDS AND GUIDELINES OF OPERATIONS

(Capitalized terms used herein have the same meaning as set forth in the Agreement.)

A. Cleanliness Standards

1. The Concessionaire will maintain, at all times, the Concession Facility and all equipment, fixtures, paraphernalia, materials, utensils and other items therein, in a clean and sanitary manner. Concessionaire shall keep the Concession Facility clear of broken glass, litter, debris, and garbage. Concessionaire shall dispose of any waste water or other waste fluid in the sanitary sewer. In the event waste fluids may not legally be disposed of in the sanitary sewer, Concessionaire is responsible for disposing of same in an appropriate and lawful manner.

2. The Concessionaire shall comply with all applicable health and sanitation laws and regulations, including:
 - a. The sanitation code of the U.S. Food Service Industry as published by the National Restaurant Association.
 - b. All state of Colorado acts and regulations governing food service operations.
 - c. All applicable City and county public health and sanitation regulations.
 - d. Any specific guidelines established by the Manager.

3. At all times, the Concessionaire shall permit and facilitate inspection of the food/beverage areas by the City and by public health/sanitation/building/fire authorities so authorized.
 - a. The Concessionaire shall provide a copy of all health department inspections to the Manager on the same day the inspection form was issued. All health department violations are to be corrected within the time period allowed by the health inspector unless approval for a delay is granted by the health department or the Manager.
 - b. Failure to pass health inspections, unless all failures are corrected within the time period allowed by the Health Department, is a material breach of this Agreement and may result in termination.

4. Concessionaire shall conduct inspections of the food service facilities once weekly. An inspection checklist shall be prepared and completed by Concessionaire for each inspection and the checklists shall be made available to the Manager upon request. The inspection report shall include corrective measures taken or to be taken by Concessionaire. Concessionaire shall also conduct daily inspections and take immediate corrective measures in all areas of the Premises and Concession Facility.

5. The City shall conduct a formal inspection of the food service facilities a minimum of four times per year, or as deemed necessary by the City. The Concessionaire shall accompany the City's designated representative during the inspection.

6. Failure to comply with this section, after notice from the City, shall be an event of default.

B. Facility and Equipment Maintenance

1. The Concessionaire shall be responsible for the daily cleanliness of all equipment and facilities for food and beverage handling at the Concession Facility. Prior to the first day of business under this Agreement, the Manager and the Concessionaire will conduct a walk-through inspection of all equipment and the facilities to note any repair/replacement items responsible to the City.

2. Upon installation by the vendor, the City shall be responsible for maintenance, repair or replacement of electrical, plumbing, and sewer systems, HVAC, the exterior of the building, parking lots, and City-owned equipment. The City may, as it deems necessary, replace floor coverings that are worn or damaged by ordinary usage. However, floor coverings that are worn or damaged because of actions or omissions of Concessionaire shall be paid for by Concessionaire.

3. Failure to comply with this section, after notice from the City, shall be an event of default.

C. Custodial Maintenance

1. The Concessionaire will be responsible for custodial maintenance of the Concession Facility.

2. The City shall be responsible for custodial maintenance of the Premises outside the Concession Facility itself.

3. Custodial maintenance of the Concession Facility shall include, but not be limited to, routine sweeping, vacuuming, dusting, spill clean-up, debris and litter pick-up, laundry of linens and cloths, as well as carpet cleaning, window cover cleaning, interior and exterior window washing, and painting of walls and ceilings. All areas will be kept clean and neat at all times.

4. The City shall be responsible for snow removal of the parking lot and sidewalks.

5. Concessionaire shall be responsible for trash removal service. Concessionaire shall not discharge any grease into building drains and must keep all grease in proper containers for disposal. If grease is incorrectly disposed in the drain system, Concessionaire shall be responsible for cleaning or repairing drains.

6. Failure to comply with this section, after notice from the City, shall be an event of default.

D. Security and Beer

1. The Concessionaire shall be responsible for security at the Concession Facility and on the Premises and for enforcing the limits of the Typical Consumption Area (except when directed by the City to use the Special Event Consumption Area).

2. Concessionaire shall hire off-duty Westminster Police Officers as needed to act as security guards to ensure the safe, responsible and orderly consumption of Beer and to enforce the Typical Consumption Area perimeter, which excludes the playing fields, dugouts, and parking lot. At a minimum, one security guard shall be present any time it is anticipated, based on statistics from prior seasons, that there will be a crowd of two hundred fifty people or more.

3. Concessionaire shall install permanent signage, approved by the City, at sufficient locations along the perimeter of the Premises and at the border of the Typical Consumption Area indicating "Alcohol Prohibited Beyond this Point."

4. Only for City special events, as identified in Exhibit B to this Agreement and as identified in subsequent written notice from the Manager, will the Special Event Consumption Area apply.

E. Menu and Pricing

1. No less than once at the beginning of each Season, the Concessionaire shall submit a detailed menu and price schedule of all items it proposes to sell, including size, weight and amount of each item. All prices are subject to City approval. The Concessionaire shall plan and prepare imaginative menu selection with an adequate variety of products, in consultation with the City. Any City contract commitments regarding sole sources, i.e. beverage products, will be utilized by Concessionaire.

2. Concessionaire shall adhere strictly to all pure food laws and regulation as adopted by the State of Colorado or the County Health Department. Food shall be prepared in such a way as to be acceptable to most patrons. Hot food shall be hot and cold food shall be cold. The amount of food served shall be sufficient in relation to price and other services offered. Service shall be prompt, giving attention to the patron's needs and promoting a friendly relationship. The food shall complement the facility and shall reflect the eating preferences of most patrons.

3. Failure to comply with this section, after notice from the City, may be grounds for termination.

F. Entertainment

All costs for amenities such as background music, live entertainment, cable/satellite TV, and bar video games are the responsibility of Concessionaire. The Manager shall approve any installation prior to installation.

G. Employee Conduct and Appearance

1. Concessionaire shall be responsible for employment and compensation of its own employees. All employees shall provide prompt and courteous service to all customers and the general public. Concessionaire shall provide qualified supervision, competent management staff, and numbers of employees necessary to maintain good service. Employees shall be clean and maintain appropriate clothing and appearance. Concessionaire shall at all times enforce strict discipline and good order among employees.

2. Failure to comply with this section, after notice from the City, may be grounds for termination.

H. Customer Service

1. Complaints from customers must be forwarded to the Manager, in writing, within one working day. All complaints, whether received by Concessionaire or the City, are to be reviewed by Concessionaire and the customer contacted by Concessionaire or its designated on-site manager within 48 hours of the filing of the complaint. A written report of the result of the follow-up will be provided to the Manager within five days.

2. If the City receives ongoing customer service complaints, the City may require a performance audit, utilizing customer surveys to determine customer satisfaction. Customers will be asked if they are “very satisfied,” “satisfied,” “dissatisfied,” or “very dissatisfied” with the operations of Concessionaire. A reasonable number of customers shall be surveyed. The acceptable performance standard shall be 75 percent of the surveyed customers rating satisfied or very satisfied. A rating below 75 percent satisfaction may be grounds for termination of this Agreement. If a survey indicates less than 75 percent satisfaction, Concessionaire may request a second survey by an independent third party, at the sole cost of Concessionaire. If the second survey indicates customer satisfaction rating of 75 percent or above, Concessionaire will be deemed to have met the standard of acceptable performance.

EXHIBIT D
EQUIPMENT AND SUPPLIES PROVIDED BY CONCESSIONAIRE

- 1 stainless steel counter
- 1 floor-standing freezer/refrigerator, 72 inches by 30 inches OR an under-the-counter unit, 48 inches by 36
- 2 commercial microwave ovens (approximately 1,000-1,200 watts each)
- 1 hot dog roller grill
- 1 bun warmer
- 1 nacho warmer
- 1 cheese/chili warmer/dispenser
- 1 heated pretzel display case
- 1 ice machine, 250-lb capacity
- 1 3-tap beer dispenser/cooler
- 1 pizza oven (small unit that fits one pizza at a time)
- 1 point-of-sale/cash register/credit card processor

EXHIBIT E
FIXTURES AND PERSONAL PROPERTY PROVIDED BY CITY

22' x 13' Concession Facility structure with cement floor, water tap, hanging light fixtures, and electrical outlets

Per Section 7 of the Agreement, the following fixtures will be installed by Concessionaire as initial improvements to the Concession Facility, at its cost, with prior City approval. These items shall become City property and shall remain part of the Concession Facility at the end of this Agreement at no cost to the City.

1 hand sink
1 3-compartment sink



Agenda Memorandum

City Council Meeting
May 18, 2015



SUBJECT: Little Dry Creek Interceptor Sewer Repair and Replacement Design Contract

Prepared By: Stephanie Bleiker, Senior Engineer
Stephen Grooters, Senior Projects Engineer

Recommended City Council Action

Authorize an amendment to the design contract with HDR Engineering, Inc. to provide final design services for the Little Dry Creek Interceptor Sewer Repair and Replacement Project in the amount of \$1,880,497 plus a contingency of \$188,050 for a total of \$2,068,547 increasing the total authorized expenditure with this contractor from the previously approved amount of \$815,804 to \$2,884,351.

Summary Statement

- Wastewater from the southern third of the City flows through a large wastewater collection system known as the Little Dry Creek Interceptor Sewer (LDCIS).
- This wastewater system provides service to City customers from as far north as City Hall and extends through relatively older areas of Westminster on its way south to the final discharge into the Metro Wastewater Reclamation District system (see attached map).
- Several segments of the LDCIS are greater than 50 years old, in poor condition, have reached the end of their useful life, and have inadequate hydraulic capacity to handle flows anticipated from development and redevelopment.
- The first phase of priority improvements has been constructed. The purpose of the current project is to complete priority repairs and replacements for the remaining sections.
- The preliminary design phase for the current project reached substantial completion in March 2015 and the project team is now ready to proceed with final design.
- HDR Engineering, Inc. was selected through a competitive process for the preliminary design which anticipated negotiating a contract for final design. Staff recommends awarding the final design contract to HDR Engineering, Inc. (HDR) based on the team's successful performance on the preliminary design, familiarity with the City's infrastructure, ability to streamline project tasks, and competitive pricing.
- Upon successful completion of the final design contract, Staff will return to Council with a construction services contract for HDR, along with construction contracts.
- Adequate funds were budgeted and are available for this project.

Expenditure Required: \$2,068,547

Source of Funds: Utility Capital Improvement Fund – Little Dry Creek Interceptor Sewer Repair project

Policy Issue

Should City Council authorize an amendment to the engineering contract with HDR for final design of the LDCIS Repair and Replacement Project?

Alternatives

1. Council could choose to not proceed with the design phase for the LDCIS Project. This is not recommended as proceeding with the project addresses the time-sensitive need to repair sewers that are in poor condition and replace sewers that are limited in their hydraulic capacity.
2. Council could choose to request proposals for the final design on this project. This is not recommended because HDR was selected through a competitive process for preliminary design, which anticipated additional project tasks such as final design. It is Staff's assessment that HDR provides the best value to the City based on completion of the preliminary design work, the strong knowledge of the City's wastewater system and the ability to streamline final design work.

Background Information

Wastewater from the southern third of the City flows through a large wastewater collection system known as the Little Dry Creek Interceptor Sewer (LDCIS). This wastewater system provides service to City customers from as far north as City Hall and extends through relatively older areas of Westminster on its way south to the final discharge into the Metro Wastewater Reclamation District system. In 2012, Staff completed a condition and capacity analysis of this system and the other large-diameter wastewater pipelines within the City. Recommendations identified projects throughout the City, with particular priority for repair and replacement projects within south Westminster along the LDCIS because it is old, in poor condition, and has limited capacity to support development and redevelopment.

Several LDCIS repair/replacement projects have already been implemented including: 1) replacing wastewater pipelines between Lowell Boulevard and Federal Boulevard; 2) integrating wastewater pipeline replacement as part of the 72nd Avenue and Raleigh Street Bridge Replacement Project; and 3) incorporating wastewater betterments for work associated with the RTD FasTracks project near the planned Westminster Station. Additional work is needed to address the remaining priority repairs and replacements and is consolidated into this LDCIS Repair and Replacement Project. The attached map shows the pipeline included in this project.

The preliminary design for this project is now substantially complete. Key outcomes of the preliminary design include: 1) out of all of the alternatives, the predesign effort selected the pipeline alignments that best meet the City's goals for cost-efficiency, improved access and safety for maintenance, and minimized new land and/or easement acquisition; 2) confirmation of the future flows based on the City's most recent land use projections and the corresponding pipeline sizing required to accommodate this development density; 3) a prioritized construction implementation schedule based on addressing both pipeline condition and capacity concerns; and 4) updated cost estimates for the project.

Newly estimated costs are a key matter for the project. Prior to the preliminary design, total project costs (engineering, land acquisition, and construction) were \$15,200,000. Preliminary design estimates are now \$23,000,000, an increase of \$7,800,000 over previous budget estimates. Primary reasons for the cost increase are twofold:

- 1) More pipeline is required (25% more). As mentioned above, the preliminary design confirmed pipeline sizing. This was accomplished through updates to the City's hydraulic model based on field survey of more than 200 manholes and updated land-use projections in the southern third of the City. Results confirmed 4,000 feet in Sheridan Boulevard originally anticipated for condition-based repair work will now require open-cut replacement and enlargement. Also

included is 3,000 feet in the Wolff Run Park area, again to address current and future condition and capacity.

- 2) More complexities are involved. The project team was able to optimize new alignments for the pipeline; however, several areas will require advanced construction techniques including micro-tunneling, boring, deep construction, utility relocations, and working around congested utility corridors. These techniques require more construction equipment, time, and materials leading to construction costs higher than originally anticipated.

Despite increased costs estimated for the overall project, it is Staff's assessment that the age, condition, and capacity of this pipeline remains a high priority for the City's utility system. Staff's recommendation is to move forward with full design of the project now (to prevent conflicts with future construction) and phase construction over a four year period to regulate yearly budget expenditures. Staff will provide estimated project cost updates to City Council as the design progresses. Additional project costs will be discussed and addressed with City Council through the 2017/2018 budget process.

Staff is seeking Council approval for a contract amendment with HDR for final design. As reported to City Council previously on May 19, 2014, HDR was selected through a competitive process for preliminary design, which anticipated negotiating final design of the LDCIS project and returning to City Council for approval. It is Staff's assessment that HDR provides the best value because its team successfully completed the preliminary design work and will be able to streamline tasks during final design. As such, Staff negotiated a scope of work and competitive fee with HDR for this next step of the project and is now seeking Council approval. It is Staff's assessment that the fee is competitive because: 1) the hourly rates for HDR's key Staff closely match the range of rates that competitors proposed previously for the predesign phase; 2) the hourly rates for HDR's key Staff are those used for the predesign phase are adjusted for inflation; 3) the scope and fee demonstrates a clear understanding of the project and City goals, objectives, and schedule; and 4) the total engineering fee for predesign and final design is consistent with the design budget anticipated by Staff, based on the other projects recently completed on this wastewater pipeline.

The requested expenditure for final design and contingency is \$2,068,547. Adequate funds for the project were approved by City Council and are available for this expenditure. Final design is anticipated to commence immediately following Council official action. Construction of this final phase of the LDCIS project is anticipated to begin in spring of 2016. Due to the size of the project and the extent of wastewater repairs required, construction is currently anticipated to occur in phases over a four year period in order of priority for both capacity and condition. Staff is sensitive to the various construction projects that overlap with the areas of this project and the impacts this construction will have on our customers, especially along the Sheridan Boulevard corridor. The final design phase will incorporate public outreach and will also incorporate methods of limiting impacts to sewer service and traffic flow. Construction management services will be negotiated with HDR and presented to City Council at a later date once the scope and schedule for construction are established.

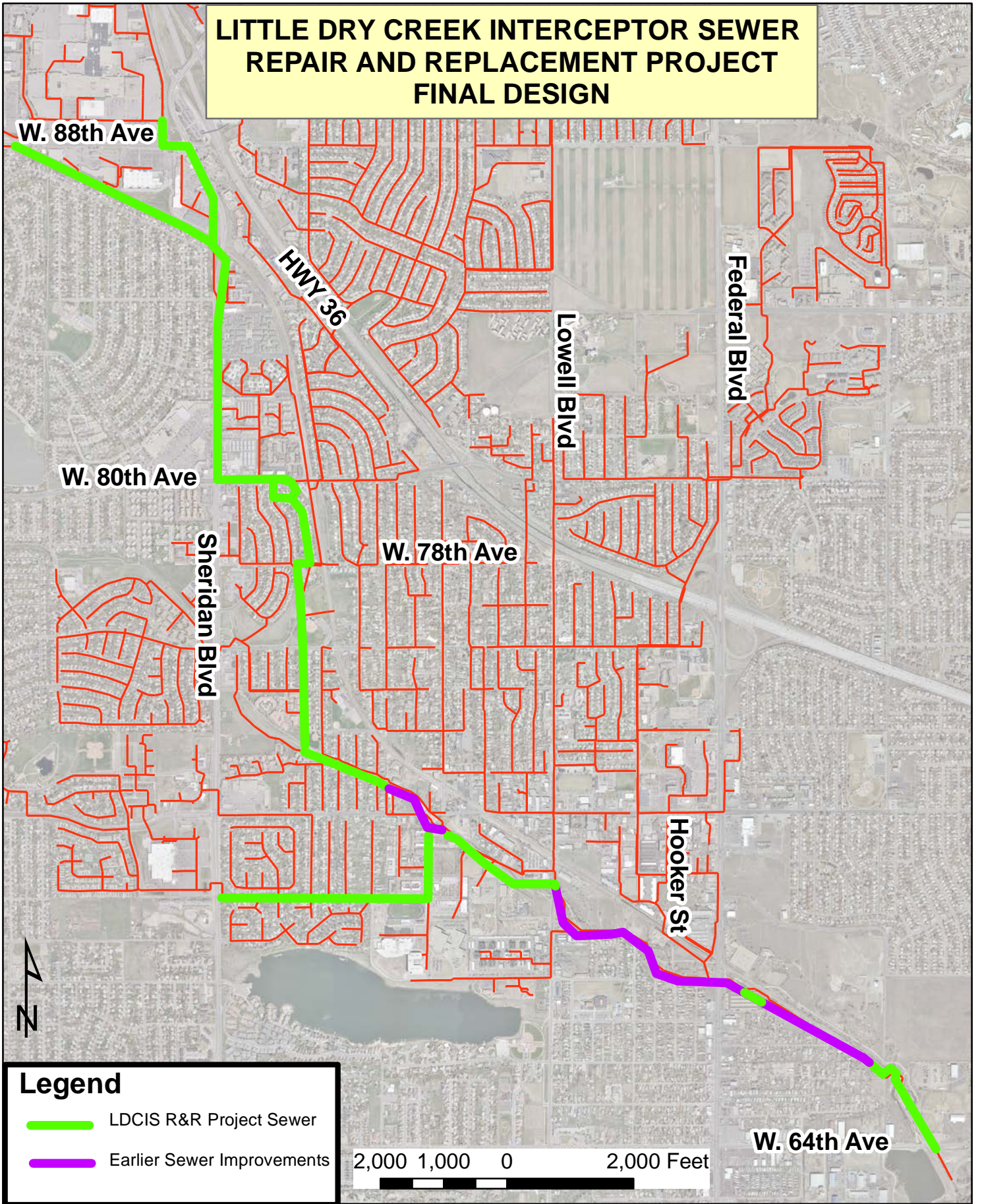
This project helps achieve the City Council's Strategic Plan Goals of "Dynamic, Diverse Economy," and "Excellence in City Services" by contributing to the objectives of well-maintained City infrastructure and facilities and maintaining neighborhood and commercial property infrastructure.

Respectfully submitted,

Donald M. Tripp
City Manager

Attachment – Map

LITTLE DRY CREEK INTERCEPTOR SEWER REPAIR AND REPLACEMENT PROJECT FINAL DESIGN



W. 88th Ave

HWY 36

Lowell Blvd

Federal Blvd

W. 80th Ave

Sheridan Blvd

W. 78th Ave


Hooker St

W. 64th Ave



Legend

 LDCIS R&R Project Sewer

 Earlier Sewer Improvements

2,000 1,000 0 2,000 Feet



Agenda Memorandum

City Council Meeting
May 18, 2015



SUBJECT: Water Resource Assets Master Plan and Supply Pipeline Inspection
Project Engineering Contract

Prepared By: Stephanie Bleiker, Senior Engineer
Stephen Grooters, Senior Projects Engineer
Sharon Williams, Water Resource Engineering Coordinator

Recommended City Council Action

1. Authorize the City Manager to execute a contract with Hatch Mott MacDonald, LLC in the amount of \$459,090 to provide engineering services for the Water Resource Assets Master Plan and Supply Pipeline Inspection Project and authorize a contingency in the amount of \$45,910 for a total authorized expenditure with this firm of \$505,000.
2. Authorize combining the Raw Water Infrastructure Planning, Raw Water System Improvements, and Raw Water System Improvements Study capital project accounts into a new 2015 Water Resource Assets Master Plan and Supply Pipeline Inspection capital project account to provide a total amount of \$505,000 to complete the project.

Summary Statement

- The City owns and operates a complex network of infrastructure used to convey water to Standley Lake. The system is valued at approximately \$820,000,000.
- A recent review and inventory of the water delivery system indicated the need for several repair and replacement projects.
- Prior to implementing substantial reinvestments anticipated over the next 10 years, Staff recommends a comprehensive evaluation and master plan for the City’s water resource assets and infrastructure. This project will confirm the most cost-effective ways to increase the system efficiency, prioritize those projects together with system repairs required, confirm optimal timing, and develop project costs for financial planning.
- A second component of this project is a detailed condition assessment of the City’s two large water pipelines used to convey water from Standley Lake to the Semper Water Treatment Facility. Staff recommends combining this with the master plan because several of the water resource assets directly interface with these pipelines.
- Of the two statements of qualification (SOQs) received, Staff believes Hatch Mott MacDonald, LLC (HMM) provides the best value to the City.
- The combined funding of the three capital project accounts totals \$525,000. The remaining funds not required for this contract will be available for miscellaneous project items, if necessary.
- Staff also recommends consolidating three separate capital projects into one to reduce overall project costs, streamline Staff resources, and ensure consistency in accounting. Adequate funds were budgeted for and are available for this project.

Expenditure Required: \$505,000
Source of Funds: Utility Capital Improvement Fund - Raw Water Infrastructure Planning (\$250,000); Raw Water System Improvements (\$75,000); Raw Water System Improvements Study (\$200,000)

Policy Issues

1. Should Council proceed with awarding an engineering services contract to HMM for this project?
2. Should City Council authorize the combination of three previously approved capital project budgets into the 2015 Water Resource Assets Master Plan and Supply Pipeline Inspection Project?

Alternatives

1. City Council could decline approval of the contract and place the project on hold. However, Staff recommends proceeding with the project to validate priority capital projects in advance of the 2017-2018 budget process.
2. City Council could decline awarding the contract to HMM and reissue RFQs for this project. This is not recommended because HMM is highly qualified for this work and organized a team of several subconsultants unique to their proposal that will provide in depth knowledge of the City's water system and water rights portfolio. Staff believes HMM provides the best value for this project with fees that are competitive.
3. City Council could choose not to authorize the combining of budgets into one project account. Staff does not recommend this alternative as bundling the smaller projects into a single larger project reduces overall project costs, streamlines Staff resources, and ensures consistency in project accounting.

Background Information

The City owns and operates an extensive and complex network of infrastructure used to administer the City's water rights portfolio. This infrastructure has reliably served the City since its original construction. In some cases, assets were built and commissioned as early as the 1860s. The water resources system covers tributary basins and infrastructure in five counties including Boulder, Clear Creek, Gilpin, Grand, and Jefferson. Some of this infrastructure is used to convey water to Standley Lake for storage and subsequent use within the City's potable water system. Other portions of this infrastructure were developed primarily for the purpose of exchanging water rights to provide additional water to Standley Lake, and to help protect the water quality of the lake. Overall, the water resources system includes more than 500 assets with a combined value of approximately \$820,000,000.

Over the last few years, Staff developed a comprehensive database for all of the existing assets within the water resources system. During this effort, the age of several assets highlighted the need for several repair and replacement projects. In addition to repair and replacement, the City's Comprehensive Water Supply Plan calls for an increase in hydraulic yield of the system, which Staff recognize will require system improvements and/or new infrastructure. Staff is recommending a master plan of the water resources infrastructure system to identify: the most cost-effective ways to increase system water supply yield; the highest priority repair and replacement projects; optimal project timing; and the costs anticipated over the 10- to 20-year horizon.

Several of the water resource assets directly tie into, and operate in concert with, the City's two large water pipelines used to convey water from Standley Lake to the Semper Water Treatment Facility. The pipelines used to convey water from Standley Lake to the Semper Water Treatment Facility are a 42-inch steel pipeline built in 1985 and a 36-inch pre-stressed concrete cylindrical pipe built in 1972. Staff is recommending that the detailed condition assessment of the City's two large water pipelines be combined with the planning effort.

Due to the specialized nature of this project and the corresponding engineering expertise required, Statements of Qualification from engineering firms were used as the basis for consultant selection. Staff sent a Request for Qualifications to several engineering firms experienced in water resources master planning and repairs and rehabilitation including: Hydros Consulting, Inc.; Deere and Ault Consultants,

Inc.; Hatch Mott MacDonald, LLC; Burns and McDonnell Engineering Company, Inc.; HDR Engineering Inc.; Ecological Resource Consultants, Inc.; J&T Consulting, Inc.; and Slattery & Hendrix, LLC. Staff requested specific information related to the experience of the project teams, relevant projects with references, project team availability, and hourly rates. The City received two SOQs from the following firms:

- HMM with subconsultant partners from QualCorr Engineering; Hydros Consulting, Inc.; Deere & Ault Consultants, Inc.; and ESC Engineering, Inc.
- HDR Engineering, Inc. with subconsultant partners Applegate Group, Inc. and Slattery & Hendrix, LLC.

As shown, several of the firms partnered to enhance the strength of their proposal. Those who did not respond to the request for proposals indicated they chose not to propose based on their team availability relative to the specialized scope of work required.

Staff evaluated each firm based on key criteria including:

- The Consultant's skill, ability, and capacity to perform the services required;
- Whether the Consultant can perform the services within the time period specified, without delay or interference;
- The Consultant's character, integrity, reputation, judgment, experience and efficiency;
- The quality of the Consultant's previous performance with the City;
- The Consultant's previous and current compliance with statutes, ordinances and rules relating to the project;
- The sufficiency of the Consultant's financial resources necessary for the performance of the project;
- The Consultant's ability to provide future maintenance or service;
- The number and nature of any conditions attached to the SOQ;
- Competitiveness of fees in the engineering marketplace.

The City's selection committee scored each firm based on the selection criteria, with the HMM team achieving the highest score. Because this project incorporates a significant work effort, competitive firm fees were of particular importance. A comparison of firm rates is shown below.

<u>Engineering Firm</u>	<u>Hourly Rate for Key Staff</u>
HMM	\$95 - \$195/hr.
HDR Engineering, Inc.	\$85 - \$200/hr.

Overall, Staff determined that HMM and its team of sub-consultants will provide the best value to the City. Their rates are competitive and this team incorporates strong local Staff with proven experience for this project's scope of work. This team has successfully provided engineering services to the City on many utility system projects over the last several years, and the team's intimate knowledge of City water rights, infrastructure, and assets will help facilitate successful completion of the project in a cost-efficient manner. Following the selection of the HMM team, City Staff negotiated a detailed scope of work and fee for engineering services with HMM in the amount of \$459,090, with a contingency of \$45,910, for a total project expenditure of \$505,000. Staff believes the fee is both fair and competitive.

Adequate funds were budgeted for and are available for this project. Funds for the project were approved by City Council in the Adopted 2015 Budget. Staff recommends consolidating three separate capital projects into one to reduce overall project costs, streamline Staff resources, and ensure consistency in accounting. While the combined funding of the three capital project accounts totals \$525,000, the remaining funds not required for this contract will be available for miscellaneous project items, if necessary.

This project helps achieve City Council's Strategic Plan Goals of "Beautiful, Desirable, Environmentally Responsible City" and "Excellence in City Services" by being innovative, cost-conscious, and contributing to the objective of well-maintained City infrastructure and facilities.

Respectfully submitted,

Donald M. Tripp
City Manager



Agenda Item 10 A-C

Agenda Memorandum

City Council Meeting
May 18, 2015



SUBJECT: Councillor's Bill No. 24Re: Supplemental Appropriation of Lease Proceeds in the General Fund and Authorize Lease/Purchase of Park Services Maintenance Equipment

Prepared By: Lance J Johnson, Park Services Manager

Recommended City Council Action

1. Pass Councillor's Bill No. 24 on first reading (or enactment as an Emergency Ordinance), appropriating lease proceeds of \$577,947 in the General Fund for the lease/purchase of Park Services maintenance equipment package.
2. Authorize the City Manager to sign an agreement to add \$577,947 to the existing master lease with Chase/JP Morgan Bank ("Bank").
3. Award contracts for the purchase of Park Services maintenance equipment to LL Johnson Distributing in the amount of \$457,975 based on a price agreement reached through Multiple Assembly of Procurement Officials (MAPO), Potestio Brothers Equipment in the amount of \$57,761 based on a price agreement reached through National Purchasing Partners (NPP) and Horizon Distributors in the amount of \$62,211 based on sole source vendor manufacturers discount of 27% off list price.

Summary Statement

- The adopted 2015-2016 Park Services Division budget includes a line item of \$122,470 for lease payments for the purchase of Parks replacement equipment, which covers the estimated annual lease payments currently estimated to be \$120,050 per year based on a quoted interest rate of 1.93 percent. The lease term is five years.
- The City has utilized a lease purchase approach to replacing equipment for a number of years. This approach allows the City to smooth out expenses in the budget and take advantage of very low interest rates.
- This interest rate establishes the annual lease payment below the amount approve for the 2015-2016 budget.
- The Bank will not set the final rate until 5 days from closing; however, the City can lock a rate for 30 days at a cost of 10 basis points above the current interest rate, which increases the cost by approximately \$1,565.
- If the ordinance is passed on first reading and subsequently on June 8th with a second reading, a 30-day referendum period will need to pass before closing on the financing. Under this scenario, Staff would lock the rate on June 9th for a closing date after the referendum period passes.
- If Council passes an Emergency Ordinance, Finance would close on the financing within 5 days after the ordinance is approved. Staff has attached both forms of the ordinance to allow City Council to make a motion for either an emergency ordinance or to pass the ordinance on first reading.

Expenditure Required: Not to exceed \$577,947

Source of Funds: Proceeds from Master Lease in the General Fund

Policy Issue

Should the City move forward with the lease/purchase of Park Services maintenance equipment? Should the City pass this as an emergency ordinance?

Alternatives

1. Take no action. This is not the recommended option, as this approach would jeopardize the ability of Staff to maintain park and open space property in a consistent and efficient manner.
2. Finance the equipment package with cash. This is not the recommended option, as cash funding of this purchase would require use of funds that Park Services does not currently have budgeted. The master lease/purchase program stretches out the cost of funding the equipment package over multiple years at a favorable lease rate. By using the master lease concept, the cash flow needed can be scheduled and budgeted over the life of the lease.
3. Consider passing this as an emergency ordinance. This would allow the City to avoid the additional time and expense of the delay in financing created by the referendum period. This would also allow Staff to avoid the delay in the timing of the equipment replacements.

Background Information

The Park Services Division maintains 56 parks totaling 715 acres, 10 public facilities and 145 open space sites totaling an additional 3,092 acres. To maintain these areas, Staff uses 20 trailers and 47 pieces of power equipment for the mowing, irrigation, construction, athletic field maintenance, trail construction/repair and noxious weed control operations. A substantial portion of the Park Division maintenance equipment currently exceeds the manufacturer's estimated life expectancy, which in turn, affects the ability of the Division to achieve its maintenance schedule due to dependability and down time issues. The 22 pieces of equipment recommended for replacement have reached their useful life in operational hours. Maintenance and repair costs associated with these pieces of equipment continue to rise each year.

Approval of the lease/purchase will:

- Fund the lease/purchase of new park maintenance equipment;
- Replace a portion of an aging fleet of equipment that requires increased labor and parts to keep operations running efficiently; and,
- Provide essential equipment necessary to maintain the City's park and open space system.

The type of equipment being recommended for replacement include the following: (for additional detail see attachment)

- 5 riding wide area rotary mowers
- 4 riding single deck mower with cab and V plow kit
- 1 sand pro with finish grader
- 1 high capacity gas turf utility vehicle
- 3 medium duty gas turf utility carts
- 1 heavy duty gas turf utility cart with plow package
- 5 riding zero turn single deck mowers
- 1 riding zero turn wide area single deck mower
- 1 rough terrain mower for open space

If Council approves a standard ordinance, there is a risk that interest rates rise until closing. If market conditions push rates up, however, the rate would need to exceed 2.9% before the annual payments exceed the budgeted funds of \$122,470. The Bank will allow the City to lock a rate for 30 days at a cost of 10 basis points above the rate currently quoted from 1.93% to 2.04%. If the lock was initiated, the incremental interest cost over the 5-year term would be approximately \$1,565; however, this option would not be explored until after the second reading under this scenario since a 30-day referendum period is necessary.

The interest rate risk would be mitigated if an emergency ordinance is passed. Section 8.3 of the City Charter states that an ordinance may be enacted at the meeting at which it is introduced by a vote of six affirmative votes if six or seven members of the Council are present at the meeting or by four affirmative votes if four or five members of the Council are present at the meeting.

This appropriation will amend General Fund revenue and expense accounts as follows:

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Lease Proceeds	1000.46005.0000	\$0	<u>\$577,947</u>	\$577,947
Total Change to Expenses			<u>\$577,947</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Other Equipment – PR&L Park Services	10050550.76000.0000	\$69,000	<u>\$577,947</u>	\$646,947
Total Change to Expenses			<u>\$577,947</u>	

This lease purchase agreement supports the City Council’s Strategic Plan goal of Beautiful, Desirable, Environmentally Responsible City.

Respectfully submitted,

Donald M. Tripp
City Manager

Attachments: Ordinance
Emergency Ordinance
Park Services Equipment Package 2015

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **24**

SERIES OF 2015

INTRODUCED BY COUNCILLORS

**A BILL
FOR AN ORDINANCE AMENDING THE 2015 BUDGET OF THE GENERAL FUND AND
AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2015 ESTIMATED
REVENUES IN THE FUND.**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2015 appropriation for the General Fund initially appropriated by Ordinance No. 3737 is hereby increased in aggregate by \$577,947. This appropriation is due to an increase in the master lease for these funds.

Section 2. The \$577,947 increase shall be allocated to City Revenue and Expense accounts as described in the City Council Agenda Item dated May 18, 2015 (a copy of which may be obtained from the City Clerk) amending City fund budgets as follows:

General Fund	<u>\$577,947</u>
Total	<u>\$577,947</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 18th day of May, 2015.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 8th day of June, 2015.

ATTEST:

Mayor

City Clerk

BY AUTHORITY

ORDINANCE NO. **3778**

COUNCILLOR'S BILL NO. **24**

SERIES OF 2015

INTRODUCED BY COUNCILLORS

**A BILL FOR AN EMERGENCY ORDINANCE
AMENDING THE 2015 BUDGET OF THE GENERAL FUND AND AUTHORIZING A
SUPPLEMENTAL APPROPRIATION FROM THE 2015 ESTIMATED REVENUES IN THE
FUND.**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2015 appropriation for the General Fund initially appropriated by Ordinance No. 3737 is hereby increased in aggregate by \$577,947. This appropriation is due to an increase in the master lease for these funds.

Section 2. The \$577,947 increase shall be allocated to City Revenue and Expense accounts as described in the City Council Agenda Item dated May 18, 2015 (a copy of which may be obtained from the City Clerk) amending City fund budgets as follows:

General Fund	<u>\$577,947</u>
Total	<u>\$577,947</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 - Emergency. . Timely closing on the financing is deemed critical to mitigate interest rate risk inherent in the financial markets. The current projected rate provides an interest cost for lease payments below the currently budgeted funding level. If the ordinance is enacted through a two reading approval process, the financing is exposed to interest rate uncertainty over an approximate two-month period from the time the ordinance is approved on a first reading until the time of closing on the financing. This time horizon potentially jeopardizes the ability to secure financing within the currently budgeted funding level if interest rates rise significantly due to unforeseen financial market conditions. As such, an emergency is declared to exist, and this ordinance is declared to be necessary for the immediate preservation of the public peace, health and safety. Wherefore, this ordinance shall be in full force and effect upon adoption of this ordinance on May 18, 2015, 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 18th day of May, 2015.

ATTEST:

Mayor

City Clerk

PARK SERVICES EQUIPMENT PACKAGE 2015

LL JOHNSON DISTRIBUTING- MAPO PRICING

		Price Each	Quantity	Total Price	
TORO 5900-D	Groundsmaster Wide Area Mower	\$81,693.00	1	\$81,693.00	
	Universal Mount Sunshade	\$533.00	1	\$533.00	
	Wireless Hour Meter	\$93.00	1	\$93.00	
	Service Fee 4%		1	\$3,268.00	\$85,587.00
	Trade In- Howard Price 180	-\$500.00	1	-\$500.00	-\$500.00
					\$85,087.00
TORO 4100-D	Groundsmaster Rotary Mower	\$58,859.00	3	\$176,577.00	
	Service Fee 4%	\$2,354.00	3	\$7,062.00	
	Wireless Hour Meter	\$93.00	3	\$279.00	\$183,918.00
	Trade In- Toro Groundmaster 4100-D #R252	-\$6,000.00	1	-\$6,000.00	
	Trade In- Toro Groundmaster 4100-D #R254	-\$12,000.00	1	-\$12,000.00	
	Trade In- Toro Groundmaster 4100-D #R252	-\$9,000.00	1	-\$9,000.00	-\$27,000.00
					\$156,918.00
TORO 4500-D	Groundsmaster 5 Gang Rotary Mower	\$60,138.00	1	\$60,138.00	
	Service Fee 4%	\$2,406.00	1	\$2,406.00	
	Universal Mount Sunshade	\$533.00	1	\$533.00	
	Wireless Hour Meter	\$93.00	1	\$93.00	\$63,170.00
	Trade In- Toro Groundmaster 4500-D #CP75	-\$12,000.00	1	-\$12,000.00	-\$12,000.00
					\$51,170.00
TORO 3280-D	Groundsmaster 4 Wheel Drive	\$17,880.00	4	\$71,520.00	
	Service Fee 4%	\$715.00	4	\$2,860.00	
	Universal Mount Sunshade	\$0.00	1	\$0.00	
	Wireless Hour Meter	\$93.00	4	\$372.00	
	62" Guardian Recycle Deck	\$4,481.00	2	\$8,962.00	
	Cab	\$7,296.00	4	\$29,184.00	
	48" V Plow Mounting Kit	\$2,881.00	3	\$8,643.00	
	Lift Arm Assembly	\$705.00	2	\$1,410.00	
	MB 60" Dozer Blade	\$4,236.00	1	\$4,236.00	\$127,187.00

	Trade- Toro Groundmaster 345 VPlow #R237	-\$800.00	1	-\$800.00		
	Trade- Toro Groundmaster 345 VPlow #R239	-\$1,000.00	1	-\$1,000.00		
	Trade- Toro Groundmaster 345 VPlow #R238	-\$1,000.00	1	-\$1,000.00		
	Trade- Toro Groundmaster 345 Dozer #R240	-\$1,200.00	1	-\$1,200.00	-\$4,000.00	
						\$123,187.00
TORO 5040	Sand Pro Bunker Rake	\$15,401.00	1	\$15,401.00		
	Service Fee 4%	\$616.00	1	\$616.00		
	QAS Finish Grader	\$2,188.00	1	\$2,188.00		
	Front Flex Blade	\$2,260.00	1	\$2,260.00		
	Wireless Hour Meter	\$93.00	1	\$93.00	\$20,558.00	
	Trade- Toro Sand Pro 3020 #D8	-\$750.00	1	-\$750.00	-\$750.00	
						\$19,808.00
TORO HDX-D	Workman Utility	\$21,152.00	1	\$21,152.00		
	Service Fee 4%	\$846.00	1	\$846.00		
	Wireless Hour Meter	\$93.00	1	\$93.00	\$22,091.00	
	Trade- JD Gator TX 4x2	-\$1,000.00	1	-\$1,000.00	-\$1,000.00	
						\$21,091.00
MyTurf	Wireless Base Station Kit	\$465.00	1	\$465.00		
	External Antenna	\$249.00	1	\$249.00	\$714.00	\$714.00
	TOTAL TORO PRODUCTS					\$457,975.00
POTESTIO BROTHERS- NATIONAL PURCHASING PARTNERS (NPP) PRICING						
JD Gator TX	4x2 Utility Vehicle	\$8,059.80	3	\$24,179.40	\$24,179.40	
	Trade- JD Gator TX Utiltiy Vehicle	-\$700.00	3	-\$2,100.00	-\$2,100.00	\$22,079.40
JD Gator 855D	Utility Vehicle	\$18,305.73	1	\$18,305.73	\$18,305.73	
	Trade- JD HPX Gator	-\$1,600.00	1	-\$1,600.00	-\$1,600.00	\$16,705.73
Boss Snow Plow	Snow plow for Gator 855	\$3,129.48	1	\$3,129.48	\$3,129.48	\$3,129.48

Rhino 10 Batwing 3100	10' Native Mower with All Options	\$15,846.20	1	\$15,846.20	\$15,846.20	\$15,846.20
TOTAL JOHN DEERE PRODUCTS						\$57,760.81
HORIZON- GOVERNMENT PRICING 27% OFF LIST						
Hustler Super Z	60" Zero Turn Turf Mower	\$10,657.67	5	\$53,288.35	\$53,288.35	
	Bac-Vac for Super Z	\$2,265.21	2	\$4,530.42	\$4,530.42	
	60" Catcher Adapter	\$395.83	2	\$791.66	\$791.66	
	Trade- Super Z's, Deweeze, Bac-Vac	-\$7,500.00	1	-\$7,500.00	-\$7,500.00	\$51,110.43
Hustler Hyper Drive	Rear Discharge Super Z	\$11,100.23	1	\$11,100.23	\$11,100.23	\$11,100.23
TOTAL HUSTLER PRODUCTS						\$62,210.66
TOTAL ALL PRODUCTS						\$577,946.47



Agenda Memorandum

City Council Meeting
May 18, 2015



SUBJECT: Councillor's Bill No. 25 re 2015 1st Quarter Budget Supplemental Appropriation

Prepared By: Karen Barlow, Accountant

Recommended City Council Action

Pass Councillor's Bill No. 25 on first reading, providing for a supplemental appropriation of funds to the 2015 budget of the General, Storm Drainage, General Capital Outlay Replacement (GCORF), Parks Open Space and Trails (POST), and General Capital Improvement (GCIF) Funds.

Summary Statement

- At the end of each quarter, Staff prepares an ordinance to appropriate unanticipated revenues received during the quarter. Preparing quarterly supplemental appropriation requests is done to simplify administrative procedures and reduce paper work.
- General Fund amendments:
 - (\$315,740) Grants
 - \$1,500 Contributions
 - \$1,565 Reimbursements
- Storm Drainage Fund amendments:
 - (\$40,000) Bonds
- General Capital Outlay Replacement Fund amendments:
 - \$8,260 Grant Proceeds
- Parks, Open Space, and Trails Fund amendments:
 - \$23,717 Miscellaneous
- General Capital Improvement Fund amendments:
 - \$4,619,931 Sale of Assets

Expenditure Required: \$4,299,233

Source of Funds: The funding sources for these budgetary adjustments include grants, contributions, reimbursements, bonds, miscellaneous, and sale of assets.

Policy Issue

Does City Council support amending the appropriations for the 2015 budget of the General, Storm Drainage, General Capital Outlay Replacement, Parks Open Space and Trails, and General Capital Improvement Funds as outlined?

Alternative

The alternative would be not to amend the 2015 budget appropriations for the General, Storm Drainage, General Capital Outlay Replacement, Parks Open Space and Trails, and General Capital Improvement Funds and to utilize these funds for other purposes. Staff does not recommend this alternative as the various departments have already incurred expenses and covered them with their current budget or planned projects in anticipation of appropriation of these additional funds.

Background Information

The attached Councillor's Bill is a routine action addressing the need to adjust revenue and expenditure appropriations as a result of activities or events that were not anticipated during the normal budget process.

The Police Department received \$9,028 from the State of Colorado Department of Transportation for their participation in the High Visibility Impaired Driving Enforcement (HVIDE) campaign. The grant reimburses overtime incurred by enforcement officers while working the Super Bowl and Saint Patrick's Day enforcement campaigns. The funds are being appropriated to the department's Overtime account.

The Police Department received \$866 from the City of Abilene, Texas. A City of Westminster police detective presented the Jessica Ridgeway case to the Champion For Children Conference in Texas in January 2015, and the City of Abilene reimbursed the City of Westminster for expenses. The funds are being appropriated to the department's Career Development account.

The Police Department received a contribution of \$1,500 from the Westminster Citizen Police Academy Alumni Association. These funds will be used for rifle place carriers, and staff is requesting that the funds be appropriated to the Supplies account.

The Parks, Recreation, and Libraries Department received \$23,717 from Ryland Homes due to a license agreement for improvements that cross open space. These improvements are associated with the Ryland Homes development located at the corner of 112th and Sheridan. Staff is requesting that these funds be appropriated to the Land Purchases account. Fifty percent of these funds will be paid to Adams County since the affected property was acquired with partial use of grant funds from Adams County.

The Public Works and Utilities Department received \$699 in subrogation monies. This was for street signs damaged throughout the City, and the funds are being appropriated to the Signing Materials account.

The Finance Department is requesting that the Rocky Mountain High Intensity Drug Trafficking Area Grant (RMHIDTA) funds of \$324,768 be unappropriated. In 1991, through an Intergovernmental Mutual Aid Agreement, the City of Westminster, including the Jefferson County portion of Westminster, along with Adams County, the City and County of Broomfield and the municipalities of Brighton, Commerce City, Federal Heights, Northglenn and Thornton established the North Metro Task Force (NMTF); a multijurisdictional drug task force. Subsequently, in 2007, these jurisdictions agreed to the creation of the NMTF as a separate legal entity through an intergovernmental agreement that also provides for rotation of the Host Agency responsibilities among the participating jurisdictions. The City of Westminster assumed host agency responsibilities on October 1, 2014. One of the responsibilities of the Host Agency is to apply for, receive and administer the Rocky Mountain High Intensity Drug Trafficking Area (RMHIDTA) Grant. On December 8, 2014, Council authorized the City to receive and administer the grant on behalf of the NMTF and passed appropriation of 2015 grant funds of \$324,768 on first reading. The final appropriation was approved on second reading on December 22, 2014. Staff worked with RMHIDTA to ensure the proper steps were taken to have the 2015 Award transferred from the City of Thornton, who was the previous Host

Agency, to the City of Westminster. However, changes made by the Office of Management and Budget to the Omni Circular implemented on December 26, 2014 prevented the Office of National Drug Control Policy (ONDCP), who provides the funding to RMHIDTA, to reprogram the award to the City of Westminster from Thornton. ONDCP feels the reprogramming of the award would require issuance of a new award. ONDCP will not issue new awards until they have determined the compliance requirements associated with this action. Therefore, Thornton will be required to administer the grant to cover NMTF expenses for 2015. This means that the funds previously appropriated will not be received nor expenses paid out on behalf of NMTF and those funds can be unappropriated in the 2015 budget. RMHIDTA assured Staff that the 2016 grant will be awarded to and administered by the City of Westminster.

The Finance Department requested appropriation of \$4,650,000 for the 2015 Stormwater Bonds at the January 26, 2015 Council meeting, and the appropriation passed on an emergency ordinance. However, staff subsequently determined that only \$4,610,000 was necessary. As such, Staff is requesting that the Bond Proceeds revenue account and the CIP Little Dry Creek Regional Detention-ADCO Note expense account be decreased by the amount of this \$40,000 difference.

The General Services Department was awarded the Charge Ahead Colorado Grant for \$8,260. This grant will be used to offset the purchase of a Chevrolet Volt electric vehicle which was delivered in the first quarter of 2015. Staff is requesting that this grant be appropriated to the CIP Capital Outlay – Public Safety Tax.

The Finance Department is requesting the appropriation of \$4,619,931 for proceeds from the sale of property. On July 9, 2012, City Council approved a contract to Buy and Sell Real Estate with Urban Pacific Multi-Housing, LLC and Pacific West Communities. An amendment to the contract was approved by City Council on December 8, 2014 to extend the closing date until January 31, 2015. The City owned approximately 15.8 acres between The Promenade and Circle Point which was sold for a total consideration of \$4,619,931. These funds are being appropriated as \$3,781,676 to the CIP Westminster Urban Reinvestment Project (WURP) Roadway account and \$838,255 to the Other Expenses account for miscellaneous expenditures related to the closing. Miscellaneous expenditures included \$550,000 of escrow funds utilized to exclude the property from the NBC Metropolitan District, \$187,797 for a commission paid at settlement to The Laramie Company, and \$97,827 to assist the developer with an additional land purchase.

The City and the Westminster Economic Development Authority (WEDA) continue to work to redevelop the former Westminster Mall site. As one of City Council’s highest Strategic Plan priorities, funding was provided in the GCIF 2015 budget for ongoing WURP activities and obligations that are the responsibility of WEDA. Per historical practice, clear reporting and financial tracking, Staff is proposing to transfer this \$200,000 from the GCIF to WEDA. This funding provides for a 0.5 FTE for administrative support and a .5 FTE temporary maintenance worker position for upkeep of the WURP site. Additionally, these funds will address planning, architectural services, other consulting contracts and administrative costs related to the WURP Project.

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

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Federal Grants	1000.40610.0000	\$359,768	\$(324,768)	\$35,000
State Grants	1000.40620.0000	63,000	9,028	72,028
Reimbursements	1000.43080.0000	55,000	1,565	56,565
Contributions	1000.43100.0000	5,000	<u>1,500</u>	6,500
Total Change to Revenues			<u>(\$312,675)</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Career Development- Investigation Section	10020300.61800.0344	\$15,500	\$866	\$16,366
Contract Svcs-Inv Section	10020300.67800.0344	420,479	(324,768)	95,711
Salaries OT-Traffic	10020500.60400.0348	55,000	9,028	64,028
Supplies-Patrol Adm Section	10020500.70200.0000	33,963	1,500	35,463
Signing Materials	10035450.72600.0000	53,150	<u>699</u>	53,849
Total Change to Expenses			<u>(\$312,675)</u>	

These appropriations will amend Storm Drainage Fund revenue and expense accounts as follows:

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Bond Proceeds	2500.46020.0000	\$4,650,000	<u>(\$40,000)</u>	\$4,610,000
Total Change to Revenues			<u>(\$40,000)</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
LDC Reg Detention-ADCO Note	81525030829.80400.8888	\$4,609,609	<u>(\$40,000)</u>	\$4,569,609
Total Change to Expenses			<u>(\$40,000)</u>	

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

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Federal Grants	4500.40610.0000	\$0	<u>\$8,260</u>	\$8,260
Total Change to Revenues			<u>\$8,260</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Capital Outlay - PST	80645010911.80400.8888	\$1,060,460	<u>\$8,260</u>	\$1,068,720
Total Change to Expenses			<u>\$8,260</u>	

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

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
General	5400.43060.0000	\$63,371	<u>\$23,717</u>	\$87,088
Total Change to Revenues			<u>\$23,717</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Land Purchases	54050550.76600.0000	\$673,000	<u>\$23,717</u>	\$696,717
Total Change to Expenses			<u>\$23,717</u>	

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

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Sale of Assets	7500.43040.0000	\$0	<u>\$4,619,931</u>	\$4,619,931
Total Change to Revenues			<u>\$4,619,931</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Other Expenditures-Misc	75010900.79400.0000	\$0	\$838,255	\$838,255
Transfers WEDA	75010900.79800.0680	0	200,000	200,000
WURP Roadway	81475030077.80400.8888	0	3,781,676	3,781,676
WURP-Phase I Public Improvements	81575030085.80400.8888	1,601,420	<u>(200,000)</u>	1,401,420
Total Change to Expenses			<u>\$4,619,931</u>	

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

The proposed action supports all of City Council’s strategic goals, including: Visionary Leadership and Effective Governance; Vibrant and Inclusive Neighborhoods; Comprehensive Community Engagement; Beautiful, Desirable, Environmentally Responsible City; Proactive Regional Collaboration, Dynamic, Diverse Economy; Excellence in City Services; and Ease of Mobility.

Respectfully submitted,

Donald M. Tripp
 City Manager
 Attachment – Ordinance

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **25**

SERIES OF 2015

INTRODUCED BY COUNCILLORS

**A BILL
FOR AN ORDINANCE AMENDING THE 2015 BUDGETS OF THE GENERAL, STORM DRAINAGE, GENERAL CAPITAL OUTLAY REPLACEMENT, PARKS OPEN SPACE AND TRAILS, AND GENERAL CAPITAL IMPROVEMENT FUNDS, AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2015 ESTIMATED REVENUES IN THE FUNDS**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2015 appropriation for the General, Storm Drainage, General Capital Outlay Replacement, Parks Open Space and Trails, and General Capital Improvement Funds, initially appropriated by Ordinance No. 3737 is hereby increased in aggregate by \$4,299,233. This appropriation is due to the receipt of funds from grants, contributions, reimbursements, bonds, miscellaneous, and sale of assets.

Section 2. The \$4,299,233 increase shall be allocated to City Revenue and Expense accounts as described in the City Council Agenda Item 10D dated May 18, 2015 (a copy of which may be obtained from the City Clerk) amending City fund budgets as follows:

General Fund	(\$312,675)
Storm Drainage Fund	(40,000)
General Capital Outlay Replacement Fund	8,260
Parks, Open Space and Trails Fund	23,717
General Capital Improvement Fund	<u>4,619,931</u>
Total	<u>\$4,299,233</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 18th day of May, 2015.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 8th day of June, 2015.

ATTEST:

Mayor

City Clerk



Agenda Item 10 E

Agenda Memorandum

City Council Meeting
May 18, 2015



SUBJECT: Councillor's Bill No. 26 Approving an Exception to Section 8-8-2(C) of the Westminster Municipal Code for the 2.86 Acre Property Located on 144th Avenue

Prepared By: Sharon I. Williams, Water Resources Engineering Coordinator
Mike Happe, Utilities Planning and Engineering Manager

Recommended City Council Action

Pass Councillor's Bill No. 26 on first reading approving an exception to Section 8-8-2(C) of the Westminster Municipal Code, regarding use of sanitary sewers required, for a property located on 144th Avenue.

Summary Statement

- The Westminster Municipal Code, Section 8-8-2(C), regarding Use of Sanitary Sewers Required, states "It shall be unlawful to construct, or reconstruct any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of wastewater when the site is within four hundred feet (400') of an existing sanitary sewer with sufficient capacity."
- This requirement to use sanitary sewers is sound policy because it protects the City's interests in environmental and water quality protection and supporting wastewater infrastructure.
- Staff received a request from the property owners of a vacant property located on 144th Avenue, approximately 165-feet west of Lipan Street (the 144th Avenue property) for a waiver from the sanitary sewer requirement, to allow the installation of a septic system. The property has not yet been assigned an address.
- This property is a very rare and unusual case due to the technical difficulty and extreme burden of cost to the property owner to connect to the existing sanitary sewer infrastructure. The property is surrounded by several other large-lot, single family homes that are also served by septic systems.
- It is in the City's best interest to allow the owner of the 144th Avenue property to install a septic system in lieu of connection to the sanitary sewer. Without this ability, this property is likely to remain undeveloped for an extended period of time, when it could otherwise be put to beneficial use by the property owner.
- The proposed ordinance would approve an exception from sanitary sewer requirements for this specific property to allow for the construction of a septic tank to serve one single family home.
- The septic tank design and installation would be in the purview of Tri-County Health Department.
- Approving this exception will not preclude the City from requiring the property to connect to the sanitary sewer infrastructure at the owner's expense in the future.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

Should City Council approve an exception to Section 8-8-2(C) of the Westminster Municipal Code (W.M.C.) regarding the requirement to connect to the City’s sanitary sewer system for the 2.86 acre property located on 144th Avenue, approximately 165-feet west of Lipan Street, due to the technical difficulty and extreme burden of cost to the property owner?

Alternative

The City Council could decide not to approve an exception to the W.M.C. of the requirement to connect to sanitary sewers for the 144th Avenue property. Staff does not recommend this alternative because of the extreme cost to the property owner and the difficulty of designing a connection to existing nearby sanitary sewers. Without an exception to install a septic tank, the property is likely to remain undeveloped for an extended period of time, when it could otherwise be put to beneficial use by the property owner.

Background Information

Properties within Westminster City limits are required to connect to the City’s water distribution and wastewater collection systems. This benefits public health and the environment by providing safe and reliable drinking water and centralized treatment of wastewater. A small number of properties within the City have their own source of drinking water and/or an individual septic system for wastewater treatment. These have typically been grandfathered in during an annexation process.

Section 8-8-2(C), W.M.C., sets forth that “It shall be unlawful to construct, or reconstruct any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of wastewater when the site is within four hundred feet (400') of an existing sanitary sewer with sufficient capacity.”

In September 2014, the City’s Public Works and Utilities Department received a written request for permission to install a septic tank on the 144th Avenue property to serve a new single family home. This property is one of nine that was annexed into the City in 2001. The other eight properties in the enclave have single family homes and septic tanks. At the time of the annexation, there were no City sanitary sewers nearby and the existing homes were served by septic tanks. That is still the case today, although sanitary sewer service lines have since been constructed within 400 feet of properties in the enclave.

In rare and unusual cases, connecting to the City’s sanitary sewer is an extreme burden to a property owner. It is in the City’s best interest to allow some flexibility when circumstances warrant. In this situation, infrastructure investments in the range of \$300,000 would be required to connect the property to the nearest City sanitary sewer service line, as the property is located at a lower elevation and would require a lift station and additional wastewater pipeline infrastructure. With this extreme burden of cost to comply with the W.M.C, the property is likely to remain undeveloped for an extended period of time.

Further, Staff have determined that extending new wastewater lines to this particular area of the City is not a priority, so alternative points of connection to sanitary sewers will not be available in the foreseeable future. This is a case where Staff feel that approving an exception to the W.M.C. and allowing the installation of a septic tank is appropriate, due to the nature of the surrounding properties and the extreme cost of connecting to the City’s wastewater collection system. The septic tank design and installation would be in the purview of Tri-County Health Department to ensure public health and the environment are protected.

The proposed ordinance would approve an exception to the W.M.C. for only the 144th Avenue Property (see attached language). The ordinance does not preclude the City from requiring the property to connect to the City’s sanitary sewer system at the owner’s expense in the future should the property use change.

The amendment to the W.M.C. meets the City Council's goals of "Excellence in City Services" and "Visionary Leadership and Effective Governance" by providing a sensible exception to sanitary sewer requirements in the W.M.C. that will enable a vacant property within the City limits to develop.

Respectfully submitted,

Donald M. Tripp
City Manager

Attachment: Ordinance

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **26**

SERIES OF 2015

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE APPROVING AN EXEMPTION FROM SECTION 8-8-2(C) OF THE WESTMINSTER MUNICIPAL CODE FOR THE RUCK PROPERTY LOCATED ON W. 144TH AVE, 165 FEET WEST OF LIPAN STREET, WESTMINSTER, CO, 80023

WHEREAS, Section 8-8-2(C), W.M.C., states that it “shall be unlawful to construct, or reconstruct any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of wastewater when the site is within four hundred feet (400’) of an existing sanitary sewer with sufficient capacity”; and

WHEREAS, Brad and Lisa Ruck, owners of a 2.86 acre parcel of property, generally located on W. 144th Ave., 165 feet west of Lipan Street, Westminster, CO, 80023, have requested that they be allowed to construct a septic tank to serve a single family home; and

WHEREAS, connecting to the City’s sanitary sewers would be an extreme burden to the property owners due to the technical infeasibility and associated high cost of connecting to existing city sewers located within four hundred feet (400’) of the property, and the City has no current plans to extend sewer service in this area; and

WHEREAS, the property owners will not develop the property without the ability to construct a septic tank for a single family home, and it is in the City’s best interest for this property to be able to be developed; and

WHEREAS, the property is one of nine parcels annexed into the City in 2001 and the other eight parcels have existing septic tanks that have been allowed to remain; and

WHEREAS, public health and the environment will not be harmed by allowing the installation of a septic tank for a single family home on this property; and

WHEREAS, allowing a septic tank on this property for a single family home does not preclude future enforcement of Section 8-8-2 (D), W.M.C., which states that the “owner(s) all houses, buildings, or properties used for human occupancy, employment, recreation, or other purposes, situated within the City and abutting on any street, alley, or right-of-way in which there is not located or may in the future be located a sanitary sewer of the City, is hereby required, at the owner(s) expense, to install suitable toilet facilities therein, and to connect such facilities directly with the proper sanitary sewer in accordance with the provisions of this Ordinance, within thirty (30) days after date of official notice to do so, provided that said sanitary sewer is within four hundred feet (400’) of the site.”

THE CITY OF WESTMINSTER ORDAINS:

Section 1. An exemption from Section 8-8-2(C), W.M.C., is approved for the construction of one single-family home on the Ruck property, a 2.86 acre parcel of land generally located on W. 144th Ave, 165 feet west of Lipan Street, Westminster, CO, 80023, so that the property owners may construct a septic tank to serve said single family home.

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 18th day of May, 2015.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED
this 8th day of June, 2015.

ATTEST:

City Clerk

Mayor

APPROVED AS TO LEGAL FORM:

City Attorney's Office