



CITY COUNCIL AGENDA

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

Members of the audience are invited to speak at the Council meeting. Citizen Communication (Section 7) and Citizen Presentations (Section 12) are reserved for comments on any issues or items pertaining to City business except those for which a formal public hearing is scheduled under Section 10 when the Mayor will call for public testimony. Please limit comments to no more than 5 minutes duration except when addressing the City Council during Section 12 of the agenda.

1. Pledge of Allegiance
2. Roll Call
3. Consideration of Minutes of Preceding Meetings
4. Report of City Officials
 - A. City Manager's Report
5. City Council Comments
6. Presentations
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. Retirement Investment Consultant Contract
- B. Reclaimed Water Salinity Management Plan
- C. Standley Lake Watershed Modeling Contract
- D. Valve Equipment Purchase for Semper Water Treatment Facility
- E. Oakhurst Park Shelter Renovation Contract Ratification and Project Summary
- F. Intergraph Corporation Computer Systems Software Upgrade and Conversion from Oracle to MS SQL Database
- G. Southern Pressure Zone One Water Pipeline Construction Contract, Design Change Order and Easement Acquisition
- H. Second Reading of Councillor's Bill No. 12 re 2008 Final Budget Supplemental Appropriation
- I. Second Reading of Councillor's Bill No. 13 re 2009 1st Quarter Budget Supplemental Appropriation

9. Appointments and Resignations

10. Public Hearings and Other New Business

- A. Public Hearing re Holy Trinity Catholic Church Property
- B. Councillor's Bill No. 15 re Rezoning of the Holy Trinity Catholic Church Property from R-1 District to PUD
- C. Holy Trinity Catholic Church Preliminary Development Plan
- D. Resolution No. 27 re Right-of-Way Acquisition for Lowell Boulevard Improvements
- E. Resolution No. 28 re Traffic Signal Maintenance IGA with the Colorado Department of Transportation
- F. Resolution No. 29 re Purchase of the .92-acre Spreser Property at 7490 Sheridan Boulevard for Open Space
- G. Resolution No. 30 re Purchase of the 6.59-acre DePalma Property at 7370 Sheridan Boulevard for Open Space
- H. Resolution No. 31 re Second Amendment to the South Sheridan Urban Renewal Plan
- I. Resolution No. 32 re Refinancing WEDA Series 2007 Bonds Issued for the South Sheridan Urban Renewal Area
- J. Resolution No. 33 re Participation in the North Area Transportation Alliance
- K. 2009 North Area Transportation Alliance Membership Contribution
- L. North Area Transportation Alliance Appointments of City Representatives
- M. Councillor's Bill No. 16 re Lease/Purchase of City Hall Office Equipment Appropriation
- N. Addition to Master Lease Agreement with KeyBank
- O. City Hall Office Equipment Purchase
- P. Councillor's Bill No. 17 re Westminster Center Park Supplemental Appropriation
- Q. Councillor's Bill No. 18 re Energy Efficiency and Conservation Block Grant Project Appropriation
- R. Energy Efficiency and Conservation Strategy

11. Old Business and Passage of Ordinances on Second Reading

12. Citizen Presentations (longer than 5 minutes), Miscellaneous Business, and Executive Session

A. City Council

B. Executive Session – Discuss strategy and progress on negotiations related to the Westminster Urban Center Redevelopment and provide instructions to the City’s negotiators as authorized by WMC 1-11-3(C)(4), WMC 1-11-3(7) and CRS 24-6-402(4)(e).

13. Adjournment

WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY MEETING (separate agenda)

GENERAL PUBLIC HEARING PROCEDURES ON LAND USE MATTERS

A. The meeting shall be chaired by the Mayor or designated alternate. The hearing shall be conducted to provide for a reasonable opportunity for all interested parties to express themselves, as long as the testimony or evidence being given is reasonably related to the purpose of the public hearing. The Chair has the authority to limit debate to a reasonable length of time to be equal for both positions.

B. Any person wishing to speak other than the applicant will be required to fill out a “Request to Speak or Request to have Name Entered into the Record” form indicating whether they wish to comment during the public hearing or would like to have their name recorded as having an opinion on the public hearing issue. Any person speaking may be questioned by a member of Council or by appropriate members of City Staff.

C. The Chair shall rule upon all disputed matters of procedure, unless, on motion duly made, the Chair is overruled by a majority vote of Councillors present.

D. The ordinary rules of evidence shall not apply, and Council may receive petitions, exhibits and other relevant documents without formal identification or introduction.

E. When the number of persons wishing to speak threatens to unduly prolong the hearing, the Council may establish a time limit upon each speaker.

F. City Staff enters a copy of public notice as published in newspaper; all application documents for the proposed project and a copy of any other written documents that are an appropriate part of the public hearing record;

G. The property owner or representative(s) present slides and describe the nature of the request (maximum of 10 minutes);

H. Staff presents any additional clarification necessary and states the Planning Commission recommendation;

I. All testimony is received from the audience, in support, in opposition or asking questions. All questions will be directed through the Chair who will then direct the appropriate person to respond.

J. Final comments/rebuttal received from property owner;

K. Final comments from City Staff and Staff recommendation.

L. Public hearing is closed.

M. If final action is not to be taken on the same evening as the public hearing, the Chair will advise the audience when the matter will be considered. Councillors not present at the public hearing will be allowed to vote on the matter only if they listen to the tape recording of the public hearing prior to voting.

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE CITY COUNCIL MEETING
HELD ON MONDAY, MAY 18, 2009 AT 7:00 P.M.

PLEDGE OF ALLEGIANCE

Cub Scout James Arellano, who was in attendance to earn credit toward his Citizenship in the Community Merit Badge, led the Council, Staff and audience in the Pledge of Allegiance.

ROLL CALL

Mayor Nancy McNally and Councillors Mark Kaiser, Mary Lindsey, Scott Major, and Faith Winter were present at roll call. Mayor Pro Tem Chris Dittman and Councillor Bob Briggs were absent and excused. Matt Lutkus, Acting City Manager, Martin McCullough, City Attorney, and Linda Yeager, City Clerk, also were present.

CONSIDERATION OF MINUTES

Councillor Major moved, seconded by Kaiser, to approve the minutes of the regular meeting of May 11, 2009, as distributed. The motion passed unanimously.

CITY MANAGER'S REPORT

Mr. Lutkus reported that the City Manager was absent because he and Mayor Pro Tem Dittman were attending the National Shopping Center Convention; that City administrative offices would be closed May 25 in observance of Memorial Day; and that City Council would be convening an executive session to: review and discuss City facility security measures pursuant to Westminster Municipal Code §1-11-3(C)(6) and §24-6-402(4)(d), Colorado Revised Statutes; and discuss the appointment of Boards & Commission members pursuant to Westminster Municipal Code §1-11-3(C)(9) and §24-6-402(4)(f), Colorado Revised Statutes.

CITY COUNCIL COMMENTS

Councillor Major reported that about 100 golfers had participated in the Play for Shea Golf Tournament on May 15, raising approximately \$20,000 for medical bills of Mayor McNally's grandson. Shea was able to attend and rode a golf cart around the course to thank participants.

Councillor Winter reported that 100 new bricks had been dedicated at the Armed Forces Tribute Garden on May 16. Each brick had the name of a local veteran or current member of the military inscribed on it. Bricks still could be purchased and added to the memorial.

Councillor Lindsey reported that she and the Mayor had attended the Westminster Historical Society Annual Awards ceremony where Mary Lou Neilson, owner of the Penguin Pharmacy building, was recognized.

Mayor McNally reported having attended the Tri-City Baptist Church Law Day. This annual event drew attendance of police officers and their families not only from Westminster, but also regionally, including officers from out of state. After the service lunch was provided by Carrabba's. Additionally, the Mayor proudly reported that a team of City employees had won the 1st place Municipal Cup in the Colfax Marathon Relay. Members of the team were Dave Cotton, Tara Wilson, Sam Trevino, Sean Layfield, and Aric Otzelberger.

Councillor Kaiser reported having attended the North Metro Children's Advocacy Dinner on May 16.

CONSENT AGENDA

The following items were submitted for Council's consideration on the consent agenda: acceptance of the April Financial Report; authority for the City Manager to execute a contract with Front Range Roofing Systems in the amount of \$255,827 for the roof replacement at City Hall and authorize a \$25,583 contingency; award the bid for a General Motors two-ton truck to Transwest GMC in the amount of \$39,763, and award the State bid for truck bodies and accessories to OJ Watson in the amount of \$23,000; authority for the City Manager to enter into four

out-of-city contracts with customers currently served by Mile High Water; authority for the City Manager to execute a contract with American West Construction, LLC, for the construction of the McKay Drainageway Improvements, Phase 3, based on their bid of \$1,795,452; authorize the City Manager to execute a contract with WHPacific, Inc., in an amount not to exceed \$129,548 for construction engineering services; and authorize a contingency of \$179,000; award a contract for purchase of 126,000 gallons of unleaded gasoline and #2 diesel fuel, to Chief Petroleum Oil to be delivered to City sites for a cost of \$231,294 between January 1 and June 30, 2010; and approve the proposed allocation of new Community Development Block Grant funding created by the American Recovery and Reinvestment Act of 2009.

Mayor McNally asked if Councillors wished to remove any items from the consent agenda for discussion purposes or separate vote. There was no request. Councillor Major moved to approve the consent agenda as presented. The motion was seconded by Councillor Lindsey and passed unanimously.

RESOLUTION NO. 24 RE COLORADO AUTO THEFT PREVENTION AUTHORITY GRANT APPLICATION

Upon a motion by Councillor Kaiser, seconded by Councillor Lindsey, the Council voted unanimously at roll call to adopt Resolution No. 24 authorizing the Police Department to pursue a 2009 Colorado Automobile Theft Prevention Authority Grant with the Colorado Department of Public Safety to purchase an Automated License Plate Reader and to authorize the Chief of Police to sign a Letter of Participation with the City and County of Broomfield and the City of Arvada. The motion passed with Councillor Kaiser abstaining.

RESOLUTION NO. 25 RE REVISED IGA WITH CDOT FOR BRADBURN BIKEWAY PROJECT

It was moved by Councillor Winter, seconded by Councillor Lindsey, to adopt Resolution No. 25 authorizing the City Manager to execute a revised Intergovernmental Agreement with the Colorado Department of Transportation for the construction of the Bradburn Boulevard, 73rd Avenue to Turnpike Drive Bikeway Project. At roll call, the motion carried unanimously.

RESOLUTION NO. 26 RE INVESTMENT OF CITY FUNDS IN 2009 WEDA BONDS

Councillor Major moved, seconded by Councillor Lindsey, to adopt Resolution No. 26 authorizing a waiver from the City's Investment Policy to invest City funds in the 2009 Westminster Economic Development Authority tax increment revenue refunding bonds issued in the South Westminster Urban Renewal Area to refinance the 1997 Series Westminster Economic Development Authority bonds. The motion passed unanimously on roll call vote.

ADJOURNMENT

There being no further business to come before the City Council, it was moved by Councillor Lindsey, seconded by Councillor Major to adjourn. The motion carried, and the Mayor adjourned the meeting at 7:12 p.m.

ATTEST:

Deputy City Clerk

Mayor



Agenda Item 8 A

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
June 8, 2009



SUBJECT: Retirement Investment Consultant Contract

Prepared By: Kim McDaniel, Retirement Administrator

Recommended City Council Action

Authorize the Finance Director/Trustee to sign a one year contract with the option for four one year renewals, for investment consulting services with Innovest Portfolio Solutions, LLC, for the City of Westminster Pension Plans and City of Westminster Deferred Compensation Plans.

Summary Statement

- As fiduciaries of the City of Westminster Pension Plans and City of Westminster Deferred Compensation Plans, the Pension Board and Deferred Compensation Committee reviewed investment consultant's services to determine: 1) if the services available are appropriate and beneficial for the plan participants and 2) if the fees charged are reasonable for the services obtained.
- The Pension Board and Deferred Compensation Committee distributed seven Request for Proposals (RFPs) to assess the qualifications and skills, as well as the reasonableness of the fees charged for investment consulting services for our Pension Plans and Deferred Compensation Plans.
- Three Proposals were received and reviewed from Innovest Portfolio Solutions, LLC, Arnerich Massena, and Segal Advisors. All three investment consulting firms possess the necessary skills to provide investment consulting services and other advice for the Pension Plans and Deferred Compensation Plans.
- The Pension Board and Deferred Compensation Committee both approved on May 21, 2009 to recommend retaining Innovest Portfolio Solutions, LLC as the investment consulting firm for the City of Westminster Pension Plans and City of Westminster Deferred Compensation Plans.

Expenditure Required: \$65,000 Flat Annual Fee – Guaranteed for 3 years and annual inflation increases based on CPI for the remaining two years

Source of Funds: Investment consulting fees are paid by participants in the Plans

Policy Issue

Should the City retain Innovest Portfolio Solutions, LLC as the investment consulting firm for the City of Westminster Pension Plans and City of Westminster Deferred Compensation Plans?

Alternatives

1. Not retain Innovest Portfolio Solutions as the investment consulting firm and proceed with contracting with the runner up, Arnerich Massena. This is not recommended because Arnerich Massena’s bid is higher and both the Pension Board and Deferred Compensation Committee are confident in Innovest Portfolio Solutions’ skills and services.
2. Seek other investment consulting firms in lieu of retaining Innovest Portfolio Solutions. This is not recommended because three other proposals received were reviewed from competing consulting firms and Innovest Portfolio Solutions was chosen as the most qualified.

Background Information

A committee was formed that included representation from both the City of Westminster Pension Plan Boards and City of Westminster Deferred Compensation Committee.

On March 16, 2009, the committee met and discussed the following:

- Responsibilities of an investment consultant, attributes of a good consultant, services provided by an investment consulting firm, and the five “P”s – People, Processes, Procedures, Policies, and Payment of an investment consulting firm.
- Reviewed and edited a draft Request for Proposal (RFP) developed by Retirement Staff.
- Reviewed the RFP timeline and investment consulting firm candidates to send a RFP to.

The RFP was issued on April 3, 2009 to the following firms: Strategies, LLC; Hammond Associates; Arnerich Massena; True North Securities; Watershed Investment Consultants; Segal Advisors; and Innovest Portfolio Solutions, LLC (Investment Consultant for the Plans since 1998)

The committee received the following proposals:

	Annual Fee	Vendor Searches	Education	Total/ Over 4 Years
Innovest Portfolio Solutions, LLC	\$70,000	\$0	\$0	\$280,000
Arnerich Massena	\$55,000	\$50,000	\$3,400	\$283,600
Segal Advisors	\$120,000	\$8,500	\$0	\$488,500

The committee evaluated the proposals based upon: firm’s experience, staff qualifications, firm’s ability to meet requested services, fees and compensation, value of new suggestions and ideas, and quality and conciseness of their proposals.

The overall consensus of the committee was all three firms possess the necessary skills for our retirement plans but what distinguished the firms from each other was the quality of service and fees. The committee recommended to the Pension Board and Deferred Compensation Committee to retain Innovest Portfolio Solutions not only because of their expert skills but because of their unwavering commitment to provide quality service, knowledge of industry trends, and their local involvement in organizations, such as the Colorado Public Plan Coalition.

Innovest Portfolio Solutions proposed a bid of \$70,000 per year with a 12-month guarantee that included consulting services for both the pension and deferred compensation plans. In follow up negotiations with Innovest, the committee asked for a fee reduction with at least a three-year guarantee. Innovest Portfolio Solutions agreed to reduce this bid amount to \$65,000 per year for both the pension and deferred compensation plans with a three-year guarantee. The allocation of the \$65,000, which is participant paid, would be \$39,000 (60%) for the City of Westminster Pension Plans and \$26,000 (40%) for the City of Westminster Deferred Compensation Plan. The current investment consulting fees for the Pension Plans and Deferred Compensation Plan are \$41,696 and \$28,543 respectively with a total of \$70,240 per year.

On May 21, 2009 both the Pension Boards and Deferred Compensation Committee approved recommending Innovest Portfolio Solutions, LLC as the investment consulting firm for the City of Westminster Pension Plans and City of Westminster Deferred Compensation Plans.

Respectfully submitted,

J. Brent McFall
City Manager



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
June 8, 2009



SUBJECT: Reclaimed Water Salinity Management Plan

Prepared By: Jenny Fifita, Reclaimed Water System Coordinator

Recommended City Council Action

Based on the recommendation of the City Manager, find that the public interest would be best served through authorizing the City Manager to execute a contract with Olsson Associates in the amount of \$49,956 for completion of Phase I of the Reclaimed Water Salinity Management Plan project and authorize a ten percent construction contingency in the amount of \$4,996 for a total project budget of \$54,952.

Summary Statement

- The City's reclaimed water program has operated since 2000. Reclaimed water is a valuable water supply source. Its development is critical to meeting Westminster's growing water demands. At build-out, reclaimed water is planned to comprise more than ten percent of the City's total water supply.
- Salinity levels (dissolved solids or salts) are higher in Westminster's reclaimed water than in the City's potable water. This may require special landscape considerations.
- To continue to provide excellent customer service, Staff needs a salinity management plan to identify the issues that landscape managers may be facing related to the use of reclaimed water, or that are being attributed to its use, and possible solutions.
- The City's reclaimed water complies with the Environmental Protection Agency (EPA) guidelines for salinity in reclaimed water used for irrigation (Guidelines for Water Reuse 2004) and meets all water quality requirements established by the Colorado Department of Public Health and Environment's Reclaimed Water Regulation No. 84.
- The Salinity Management Plan (Plan) project will be completed in two phases. Issues will be identified during Phase I. Phase II will focus on better understanding the issues and the development of recommendations for addressing them.
- Of the four proposals received, Olsson Associates best met the selection criteria. While theirs was not the lowest cost proposal, they were selected based on the team's experience, specific knowledge of the issue, and especially for their access to extensive specialized resources. This is an interdisciplinary project that requires a range of expertise; Olsson Associate's well-balanced team and partnership with Colorado State University give them the resources and access to the latest research and specialized expertise needed to address all aspects of this issue.
- The project budget for Phase I is \$54,952 and includes \$4,996 of contingency funds. Staff is requesting that City Council affirm the selection of Olsson Associates for Phase I of this project. The scope for Phase II cannot be developed until Phase I is completed. It is expected that upon completion of Phase I, Olsson Associates will also be asked to complete Phase II of the Plan.

Expenditure Required: \$54,952

Source of Funds: Utility Fund - Reclaimed Water System Improvements Project Account

Policy Issue

Should the City develop a plan for managing salinity in the reclaimed water?

Alternatives

As an alternative to selecting Olsson Associates to develop the Reclaimed Water Salinity Management Plan, one of the other consultants that proposed on the project could be selected. This is not recommended because it is Staff's opinion that Olsson Associates is the best candidate to perform the work based on the selection criteria in the RFP and the resources that they bring with them to the project.

A second alternative would be for the City not to complete this analysis. If the City chooses not to complete this analysis, it will impact the quality of service provided by the City's reclaimed water program. It may also impact the desire of landscape managers to use reclaimed water, ultimately impacting the ability of the City to meet build-out water demands.

A third alternative is to complete the analysis at a later date. This option is not recommended as salinity issues have emerged as a pressing concern to some reclaimed water users. Staff considers this effort necessary to continue to provide excellent customer service.

Background Information

The City of Westminster has operated a reclaimed water program since 2000. Reclaimed water is wastewater effluent that has been further treated and disinfected to provide a non-potable supply that is safe and suitable for certain uses such as landscape irrigation. The City has invested in the development of a reclaimed water system, which is a valuable source of water supply. Its development and use will be critical to meet the City's growing water demands. At build-out, reclaimed water will comprise more than ten percent of the City's total water supply. New sources of water supply are increasingly limited within Colorado. The City's reclaimed water system has proven to be a reliable and cost effective source of supply with an escalating value.

Reclaimed Water has different characteristics than potable water, some of which may offer special challenges to landscape managers. Chief among these is managing the salinity, which is higher in the City's reclaimed water than in the City's potable water. Salinity is the dissolved solid content of the water; it exists in virtually every water supply, but in high concentrations can impact the health of some landscape plants. Normal water use and infiltration increase salinity in the City's wastewater that cannot be removed using the existing wastewater and reclaimed water treatment processes. Even though the City's reclaimed water has higher salinity levels, it is well within the Environmental Protection Agency's (EPA) guidelines for salinity in reclaimed water used for irrigation (Guidelines for Water Reuse 2004) and similar to water provided for irrigation throughout the Front Range. The City's reclaimed water also meets all of the water quality requirements established by Colorado Department of Public Health and Environment's Reclaimed Water Regulation No. 84.

Some landscape managers have concerns that the salinity in the water is impacting certain landscape health. The Reclaimed Water Salinity Management Plan will identify the issues that landscape managers are attributing to the use of reclaimed water and develop recommendations for addressing these issues. Once the issues have been identified, a broad range of potential solutions will be considered for incorporation in the management plan. Some methods for addressing these issues may include things like modifying the treatment process, reducing the addition of salinity to the waste stream, blending reclaimed water with a less saline water source and implementing operational or landscaping best management practices to mitigate salinity impacts. Specific recommendations for certain existing reclaimed water sites may include irrigation and drainage improvements or the replacement of sensitive plant species. Developing sites could be encouraged to follow certain installation practices and to use plants that are tolerant to salinity.

City Council is asked to approve Staff's recommendation that Olsson Associates be selected as the consultant to develop and complete Phase I of the Reclaimed Water Salinity Management Plan. Staff identified specific requirements for choosing the best consultant for performing Phase I of this project.

Four firms submitted proposals, and the cost portions of their proposals are tabulated below.

AECOM	\$40,000
Natural Resource Consulting Engineers Inc.	\$42,650
Kennedy/Jenks	\$43,466
Olsson Associates	\$49,956

Although Olsson Associates did not have the lowest cost proposal, Staff determined that they were best equipped to provide the services requested by the City. The team's experience and specialized knowledge of the issue, as well as their access to extensive specialized resources, set them apart from the other firms. This is an interdisciplinary project that requires a range of expertise. For the project, Olsson Associates is partnering with Colorado State University. This collaboration will provide a significant advantage in resources that the other proposals did not offer. Olsson Associates will have access to the latest research and specialized knowledge about the issue. Staff was sensitive to expense when evaluating the proposals, but expertise, experience and resources were determined to be equally valuable considerations for a project of this nature.

It is expected that Staff will return to Council to recommend that a sole source contract be awarded to Olsson Associates for Phase II of the project. Phase II will be a more thorough investigation of issues identified during Phase I, and Olsson Associates has the expertise to complete this analysis and provide recommendations in a scientifically-based management plan.

This project meets the City's goals for Financially Sustainable City Government because it helps to provide efficient and cost effective services and to secure and develop a long term water supply. It also creates a Beautiful and Environmentally Sensitive City by promoting environmentally sensitive operations.

Respectfully submitted,

J. Brent McFall
City Manager



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
June 8, 2009



SUBJECT: Standley Lake Watershed Modeling Contract

Prepared By: Mary Fabisiak, Water Quality Administrator

Recommended City Council Action

Based on a recommendation of the City Manager, City Council finds the public interest will best be served by authorizing the City Manager to execute a sole source professional services agreement with AMEC Earth and Environmental, Inc. for the continuation of work in utilizing the Water Quality Model for Standley Lake and the Clear Creek Watershed for a cost not to exceed \$59,818, with \$26,918 being Westminster’s share of the total cost.

Summary Statement

- The protection of the water quality in Standley Lake is essential to providing high quality drinking water.
- To better understand the factors that affect water quality in Standley Lake, it is important to recognize the relative contributions of nutrients and other pollutants from the watershed.
- The Watershed Analysis Risk Management Framework (WARMF) is a computer model that aids the City of Westminster in making scientifically based recommendations for the protection of water quality in Standley Lake.
- The proposed scope of work further refines this watershed model and addresses the additional tasks identified in 2008 under the contract that was authorized by Council on July 14, 2008.
- The Standley Lake Cities are presenting information to the Water Quality Control Commission in 2009 concerning a numeric nutrient standard on Standley Lake for the long-term protection of water quality.
- AMEC Earth and Environmental, Inc. (AMEC) has thorough knowledge of the City’s water supply system having developed the Watershed Analysis Risk Management Framework (WARMF) model and the Standley Lake Eutrophication Model that is used by Staff to understand watershed and lake dynamics.
- The costs for this contract will be shared among the cities of Thornton, Northglenn and Westminster.
- Westminster’s portion of this cost will be \$26,918 under the Standley Lake Water Quality IGA with Northglenn and Thornton.
- The Standley Lake Cities’ Staff has negotiated with AMEC for a price and scope of work that will utilize the WARMF dynamic watershed model.
- Staff believes this cost is reasonable for the level of effort required to fully utilize the model.

Expenditure Required: \$59,818 (Westminster share not to exceed \$26,918)

Source of Funds: Utility Fund - Water Resources and Treatment Operating Budget

Policy Issue

Should the City award this sole source negotiated contract to AMEC to provide the described watershed model (WARMF) consulting service?

Alternatives

As an alternative to awarding the contract to AMEC, the City could choose to solicit proposals from several engineering firms. However, if another firm was chosen, they would need to become trained in the use of the models. The lake model was developed specifically for the Standley Lake Cities. Training would take considerably more time and expense in order for the other firm to provide the needed service. This alternative is not recommended.

A second alternative would be to delay or not utilize the WARMF. This alternative is also not recommended as delaying or not utilizing the WARMF would significantly restrict the City's water supply protection efforts.

Background Information

The Watershed Analysis Risk Management Framework (WARMF) model was developed in 2007. This model is used by Water Quality Staff to predict nutrient loadings to Standley Lake from upstream land use changes and pollution sources such as wastewater treatment plants. Several additional tasks have been identified that will aid in further utilizing the model to predict effects of nutrient loading in the watershed.

One of the first tasks of the original contract was to link the WARMF model with the Standley Lake Eutrophication Model. The Lake Model assesses the impact of nutrients and organic carbon on Standley Lake. The watershed model is used to predict inputs to the lake and to identify the most relevant sources of nutrient loading in the watershed. The lake model tells staff how the lake responds to those pollution inputs. This information is needed to give the Standley Lake Cities and Upper Clear Creek Cities a better perspective on the relative impacts of various activities on Standley Lake water quality and to help in decision making on the most beneficial and cost effective watershed management activities. After discussions with the Upper Clear Creek Watershed Association, additional tasks were identified in 2008 that require additional refinement of the watershed model. Staff is now requesting authorization to approve a contract for follow-up work to address the additional tasks.

AMEC has produced and updated the Standley Lake model. This model has been used by Water Quality Staff to predict outcomes of various scenarios. A recent use of the model helped to determine the effect of withdrawing water from the upper outlet structure and aided in the prediction of potential future algal blooms. Linking the lake model with the watershed model greatly increases Staff's ability to anticipate consequences of specific actions in the upper basin to water quality in Standley Lake. There is a need to better understand the impacts of the canals in the tributary basin to better reflect nutrient loading to the lake.

Based on all the factors detailed in this memorandum, Staff believes it is in the best interest of the City to negotiate a scope of work and cost proposal with AMEC for the implementation of the Watershed Analysis Risk Management Framework to the Upper Clear Creek and Standley Lake Watershed. A review of fee schedules provided for recent similar level work was conducted to determine if the costs are competitive. Hourly rates for AMEC compare favorably to the fee schedules reviewed.

This recommendation supports City Council's Goals and Objectives to provide a Financially Sustainable City Government Providing Exceptional Services and a Beautiful and Environmentally Sensitive City by securing and developing a long-term water supply and providing energy efficient, environmentally sensitive city operations by protecting Standley Lake. Drinking water quality is rated as an essential City service in the 2008 Westminster Citizen Survey.

Respectfully submitted,

J. Brent McFall
City Manager



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
June 8, 2009



SUBJECT: Valve Equipment Purchase for Semper Water Treatment Facility

Prepared By: Mike Happe, Water Resources & Treatment Manager
Tom Settle, Water Treatment Superintendent

Recommended City Council Action

Based on a report from the City Manager, find that the public interest will best be served by authorizing the purchase of thirty valve controllers and four valves from the sole source provider Municipal Treatment Equipment, Inc. in the amount of \$149,000 for aging equipment replacement at the Semper Water Treatment Facility.

Summary Statement

- As part of the 2007 Capital Improvement Program, the Public Works & Utilities Department began a process of updating 104 aging filter valves and controllers in the Semper Water Treatment Facility (SWTF), with the first phase intended to seek bids and to make a test purchase of eight components to assess quality and overall value before committing to a large single purchase.
- Competitive bids were sought in 2007 for any applicable valve/controller combination that could be used in the filter system. Eight units from the low bidder were initially purchased and installed as a result of the bid process.
- Staff installed, utilized and maintained the initial eight units with highly successful results.
- \$149,000 represents the next phase of purchases with a total of four phases anticipated in the coming years. A total of 30 valve controllers and four valves will be purchased in the first phase.
- Pricing for this phase and future phases is the same as the 2007 pricing on a per-unit basis and pricing for future purchases is guaranteed by the vendor at the current level for orders through 2011. The vendor is the sole distributor for this brand of controller in the Rocky Mountain region.
- The project will standardize the equipment on all 104 valves and controllers to maintain/improve filter operations, improve maintenance efficiency and facilitate maintaining spare parts inventory.

Expenditure Required: Not to Exceed \$149,000

Source of Funds: Utility Fund – SWTF Major Repair & Replacement CIP

Policy Issue

Should the City Council approve the purchase of valve equipment to standardize specific valve equipment?

Alternative

The City Council could reject the purchase of the specified valve equipment and direct Staff to initiate a new bidding process. This is not recommended as the original bid process was intended to identify a standard valve and controller to be utilized throughout the plant and results of the initial purchase have been successful.

Background Information

The Semper Water Treatment Facility was originally constructed in 1969 and has undergone a series of major expansions through 1996 to achieve its current configuration of 26 filters providing 44 million gallons per day of potable water. During those expansions, attention was not given to consistency of equipment brand or style, but only general functionality. There are now three different types of valve controllers in use at the facility, with 50% now exceeding their useful life. As the facilities have grown, or new ones added, the need for standardization has become clearer to facilitate repairs, parts inventory and maintenance staff training.

The 104 filter valve replacements are needed due to the issues of aging infrastructure and potential for failure and vulnerability to a lesser degree. Some of the valves and controllers were installed in the 1986 SWTF plant expansion, while the most-recent units were added in 1996. There have been increasing failures of the controller units, and repair parts are no longer available in most cases. Properly functioning filter effluent valve controllers are needed to stabilize filter operation and meet regulatory water quality requirements for turbidity. Valve failure is also occurring in the form of seat wear and leak-by. This also affects filter operation and ability to control the quality of the filter effluent. To the extent possible, the 104 controller units should be replaced concurrently to maintain continuity of wiring, control programming, spare parts management and staff training. The valves and controllers will be replaced according to control criticality and age, with the 1996-installed units being replaced in the final phase.

As part of the 2007 Utilities Capital Improvement Project (CIP) program, the Department of Public Works and Utilities budgeted \$80,000 to replace the effluent valves and controllers on filters 1-8 at the SWTF. After a number of discussions with Staff, it was determined that these funds would be utilized to identify a standard valve and electric controller configuration that could be utilized on all valve components at the SWTF to improve efficiency and training of maintenance staff and spare parts management. Based on this, Staff solicited bids from vendors that could provide valves and controllers meeting certain specifications. The results of the 2007 bids for 12” valves and controllers are as follows:

Company	Unit Cost	Amount
Municipal Treatment Equipment, Inc.	\$5,977	\$47,816
Great Western Valve and Automation	\$6,186	\$49,488
Municipal Valve, LLC	\$6,545	\$52,360
Tyco Flow Control	---	No Bid

Staff acquired and installed eight Rotork brand controllers and DeZurik valves from Municipal Treatment Equipment, Inc. on a trial basis to assess their ability to meet the needs. The units have been in operation and maintained by City staff for one full year. The Rotork/DeZurik units have proven to be very reliable operationally and easily maintained and adjusted on an in-house basis. Rotork valve controllers are now also the standard controller in use at the Big Dry Creek Wastewater Treatment Facility. Staff recommends these be used as the standard controller and valve combination for the SWTF.

Municipal Treatment Equipment, Inc. is the exclusive distributor for Rotork controllers in the Rocky Mountain region and was contacted for current pricing for identical units to continue the replacement process. Proposed pricing for the remainder of the 104 units in 2009 remains the same, based on sizes selected, despite posted annual price increases from Rotork for the controller units in 2008 and 2009. Municipal Treatment Equipment has also guaranteed this pricing for orders through 2011 and delivery up to 2012. The proposed unit costs of the two sizes of valves and controllers for the next three phases are listed in the following table.

<u>Description</u>	<u>Unit Cost</u>
Rotork IQT1000 FA12 (open/close)	\$4,114 ea.
Rotork IQT1000 FA12 base (modulating)	\$5,233 ea.
Rotork IQT2000 FA14 base (open/close)	\$4,344 ea.
DeZurik AWWA 14" dia butterfly valves flanged	\$1,333 ea.
DeZurik AWWA 18" dia butterfly valve flanged	\$2,152 ea.

A total of 30 controllers and four valves will be purchased in this first phase. Three additional phases are currently planned. The initial replacement strategy will standardize the controllers on the filter effluent valve of all 26 filters, the most critical of the four valves on each filter. The remainder of the initial purchase will replace the oldest units or those that are failing. Subsequent phases will complete replacement of the controllers and then replacement of the valves.

This authorization for valve equipment purchase meets Council's Strategic Plan goals of Safe and Secure Community and Financially Sustainable City Government by keeping the City's water treatment facility in good operational condition to meet water demands and regulatory requirements.

Respectfully submitted,

J. Brent McFall
City Manager



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
June 8, 2009



SUBJECT: Oakhurst Park Shelter Renovation Contract Ratification and Project Summary

Prepared By: Richard Dahl, Parks Services Manager
Sarah Washburn, Landscape Architect II

Recommended City Council Action

Ratify the expenditure of \$5,859 to the previously approved contract with Innovative Interiors & construction, Inc for the renovation of the Oakhurst Park Shelter.

Summary Statement

- On December 22, 2008, City Council authorized a contract in the amount of \$149,270, and a 10-percent contingency totaling \$164,197 with Innovative Interiors & Construction to renovate the Oakhurst Park Picnic Shelter.
- A series of change orders for unanticipated expenses throughout construction were funded by the 10-percent contingency.
- A change order during the last weeks of construction brought in new concrete and a curb at the front of the shelter. This change amounted to \$5,859 more than the \$164,197 that was previously authorized by City Council.
- Staff requests that City Council ratify the additional construction costs of \$5,859 above the originally contracted amount of \$164,197.

Expenditure Required: \$5,859

Source of Funds: General Capital Improvement Fund – Park Renovation Program

Policy Issue

Should City Council ratify this additional expenditure?

Alternative

Council could choose to not ratify this expense. Staff would advise against this alternative as the contractor has already incurred the expense and completed the work.

Background Information

City Council approved the renovation of Oakhurst Park Picnic Shelter on December 22, 2008. The approved contract amount with Innovative Interiors & Construction, Inc., totaled \$149,270, and a 10-percent contingency was also authorized by Council, totaling \$164,197.

During the course of construction, which began in January 2009, the contractor requested a series of change orders to finance expenses not anticipated due to various field conditions. These expenses were covered by the 10-percent contingency.

In the last weeks of construction, Staff requested a change order to add new concrete and a curb at the front of the shelter to enhance the appearance. This change was partially covered by remaining funds in the contingency, but not completely. Staff made this decision because the contractor was already on site and installing concrete elsewhere, and this change was believed to be important to the project.

Staff requests City Council to authorize an additional \$5,859 beyond the original \$164,197 to cover the concrete work already installed, for a total construction cost of \$170,056.

The contractor completed his work on April 29, 2009. In the weeks following, City Staff installed picnic tables made from recycled materials, installed new barbeques and serving tables, and repainted the existing trash receptacles, drinking fountain, and restroom enclosure. Construction is now complete and the shelter is available for reservation.

This project supports the City's Strategic Plan Goal of "Beautiful and Environmentally Sensitive City."

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

Oakhurst Park Picnic Shelter Renovation

Before Renovation



After Renovation



↖ New curb & concrete expenditure to ratify



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
June 8, 2009



SUBJECT: Intergraph Corporation Computer Systems Software Upgrade and Conversion from Oracle to MS SQL Database

Prepared By: David Puntteney, Information Technology Director
Scott Rope, Information Systems Manager

Recommended City Council Action

Authorize the City Manager to sign an agreement with Intergraph Corporation for a Computer Aided Dispatch (CAD) and Records Management System (RMS) software and database upgrade for a cost of \$57,100. Additionally, authorize the purchase of required Microsoft SQL database licenses through Insight Public Sector Inc. at a cost of \$29,410 for a total project cost of \$86,510.

Summary Statement

- On July 23, 2007, City Council authorized the City Manager to sign an agreement with Intergraph Corporation for a Computer Aided Dispatch (CAD), Records Management System (RMS) and Mobile Application Systems software upgrade for the amount of \$83,600. An initial payment of \$33,440 was required in 2007 for preparation work that needed to be done prior to the upgrades in 2008. The remaining \$50,160 was budgeted in the 2008 Public Safety Major Software Upgrades Capital Improvement Project.
- The 2008 Intergraph Software Upgrade was initiated in March 2008 and the CAD portion of the project was completed. Due to problems associated with the Records Management System (RMS) segment of the upgrade, the remaining portion of the project was delayed until 2009. The \$50,160 was not paid to the Intergraph Corporation and remains in the Public Safety Major Software Upgrades CIP.
- The Police and Fire Departments, with the assistance of the Information Technology Department, renegotiated the agreement with Intergraph Corporation and a new Statement of Work was written for the software upgrade for the Records Management System portion of the system, and implementation of a minor CAD upgrade. The Statement of Work also includes the database migration from Oracle to Microsoft SQL.
- The conversion from Oracle to Microsoft SQL database requires the purchase of Microsoft SQL licenses at a cost of \$29,410. The City participates with the State of Colorado in the Microsoft Select Program, which enables the City to purchase Microsoft software at a significant discount. The program is administered through Insight Public Sector Inc.
- The Statement of Work outlines the upgrades, services and training that will be provided to the City and has been reviewed and approved by the City Attorney's Office.
- The City's Information Technology Department strongly recommends the software upgrade and conversion from Oracle to Microsoft SQL. This conversion will reduce support costs by \$30,000 per year.

Expenditure Required: \$86,510

Source of Funds: 2009 Major Software Upgrades CIP

Policy Issues

Should the City proceed with the Intergraph Corporation minor CAD software upgrade that will provide enhanced and current software, services and training to the Police and Fire Departments?

Should the City proceed with the Information Technology recommendation for conversion of the current Oracle database to a Microsoft SQL database?

Alternative

Do not approve the Intergraph software upgrade to the new version, requiring the Police and Fire Departments to continue with the software versions currently being used. This is not recommended as the upgrade will improve the operations of the Police and Fire CAD system, and will also allow the Information Technology Department to convert the CAD/RMS databases to a Microsoft SQL system, which will save the City approximately \$30,000 per year in support fees to Intergraph Corporation.

Background Information

The Intergraph Corporation system was purchased by the City in the year 2000. The system includes a Computer Aided Dispatch (CAD), Police Records Management System (RMS), Fire RMS, Mobile Applications and various system interfaces, including E911 and Automatic Vehicle Locating. This system was designed to integrate all applications and components together to allow for a seamless transmission of data.

- CAD allows the Communications staff to input citizen calls for service into a database and, in turn, field units are able to receive those service events through their mobile data computers and consequently submit on line offense reports into the Police RMS.
- The Police RMS is a repository for police crime reports, arrest data, impounded evidence and stolen property. It allows for the department to generate monthly and annual crime statistics that are required to be reported to the Colorado Bureau of Investigations and Federal Bureau of Investigations.
- The Fire RMS component is used for tracking building inspections, Emergency Medical Services (EMS) reporting and National Fire Incident Reporting (NFIRS).

On July 23, 2007, Council authorized the City Manager to sign an agreement with Intergraph Corporation for a CAD, RMS, and Mobile Applications Systems software upgrade that was to be implemented in 2008 for a total payment of \$83,600. The upgrade was needed for significant user enhancements and to resolve major program issues that were occurring. The Intergraph Corporation and Information Technology Department had strongly recommended the software upgrade in 2008 due to limitations and issues that were being identified with the applications that were in place.

The version upgrades are significant software modifications or additions that include security fixes and database application updates. During an upgrade, all components of the system are updated with the most recent version to ensure that all applications will continue to operate with the new functionality and without error. Regular upgrades are based on the recommendation from Intergraph and the City's Information Technology Department to ensure that they are compliant with any new State or Federal guidelines, that new functionality is obtained, and that new changes are made to the applications to prevent system errors and failures. These upgrades also fall in line with the Information Technology Department's policy that departments remain current with software applications in order to avoid any system problems.

The software upgrade project began in late 2007 with the initial preparation work that needed to be done before the upgrade could be accomplished. A payment of \$33,440 was required and paid in 2007 for this preparation work, with the remaining \$50,160 to be paid in 2008 after the upgrade and training was completed. The Intergraph software upgrade was initiated in March 2008 and the CAD portion of the project was completed. However, there were problems associated with the records management portion of the upgrade. It was agreed upon by the City of Westminster and Intergraph Corporation that the version of the RMS software that was being installed was faulty and, therefore, was pulled nationwide from the market.

The project was subsequently delayed until 2009, and the Police, Fire, and Information Technology Departments renegotiated the agreement with Intergraph Corporation and a new Statement of Work was finalized for the major software upgrade to the RMS portion of the system, implementation of a minor CAD upgrade, and the database conversion from Oracle to Microsoft SQL. The total cost associated with the new Statement of Work is \$57,100.

The \$50,160 unspent portion of the initial \$83,600 software upgrade approved on July 23, 2007 and budgeted in the Major Software Upgrades CIP will be applied towards the CAD and RMS Database Conversion to Microsoft SQL and the minor CAD Upgrade project. Additional funds required for the project and license purchase are available in the Major Software Upgrade CIP account.

The Statement of Work, dated March 11, 2009, has been reviewed and approved by Staff in the Police Department, Fire Department, Information Technology Department and the City Attorney's Office.

Respectfully submitted,

J. Brent McFall
City Manager



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
June 8, 2009



SUBJECT: Southern Pressure Zone One Water Pipeline Construction Contract, Design Change Order and Easement Acquisition

Prepared By: Dan Strietelmeier, P.E., Senior Engineer

Recommended City Council Action

1. Authorize the City Manager to execute a contract with the low bidder BT Construction Inc. in the amount of \$3,010,365 for construction services related to the Southern Pressure Zone One Water Pipeline and authorize a ten percent construction contingency in the amount of \$301,037 for a total construction budget of \$3,311,402.
2. Authorize a Change Order in the amount of \$22,899 increasing Burns and McDonnell Engineering Company Inc., May 8, 2008 contract for design and construction engineering services to \$455,928.
3. Authorize the City Manager to execute a Permanent and Temporary Construction Easement Agreement with S.W. Sheridan Key LLC. for an acquisition amount of \$240,000, and authorize a ten percent contingency for additional temporary easement time in the amount of \$24,000 for a total amount not to exceed \$264,000.
4. Authorize the City Manager to execute a Permanent and Temporary Construction Easement Agreement with Lowe’s HIW Inc. for an acquisition amount of \$55,550, and authorize a ten percent contingency for additional temporary easement time in the amount of \$5,555 for a total amount not to exceed \$61,105.

Summary Statement

- The Utility System Infrastructure Master Plan identified the need for several improvements to the potable water distribution system to improve pressure, supply and redundancy within the system.
- The 2009 Southern Pressure Zone One Water Pipeline project will include the construction of a new pipeline to move water from the pressure zone around the Semper Water Treatment Facility to the pressure zone serving the southern portion of Westminster (map attached).
- Burns and McDonnell completed the design and their scope of work increased resulting in change orders due to the need to perform a site investigation for a new pump station.
- The City requested bids from five prequalified bidders on May 6, 2009 and received five bids on May 26, 2009. BT Construction Inc. presented the lowest responsible bid in the amount of \$3,010,365. This is considerably below the engineer’s estimate of \$4,600,000, reflecting very competitive construction market conditions.
- There are two properties from which easement interests must be purchased in order to construct and maintain the pipeline. These easement areas are shown on the attached map.
- Construction will be initiated in June 2009 and is scheduled for completion by February 2010. The contractor is required to complete the 88th Avenue segment prior to November 24, 2009.
- Adequate funding is available in the 2009 CIP for this portion of the project.

Expenditure Required: \$3,659,406

Source of Funds Utility Fund Capital Improvement Program

- Southern Pressure Zone One Water Transmission Pipeline
- Pressure Zone Enhancements

Policy Issue

Should City Council award the contract for construction to BT Construction Inc., authorize additional funding for Burns and McDonnell's design and construction management contract, and proceed with easement acquisitions for the project?

Alternatives

The City could choose from the following alternatives:

1. Award the contract to another bidder. This would unnecessarily increase the project costs since the low bidder is responsible and qualified to perform this work.
2. Re-bid the project as currently designed; however, qualified bids were received through a competitive process, and bids are well under the engineer's estimate of \$4,600,000.
3. Do not proceed with the easement acquisitions at the negotiated price.

Staff does not recommend any of these alternatives.

Background Information

The 2006 Utility System Infrastructure Master Plan recommended supplementing the potable water supply to the southern portion of Westminster with a large diameter transmission pipeline extending from the Semper High Service Pump Station (HSPS) at 91st Avenue and Pierce Street to the end of the England Pipeline near 88th Avenue and Sheridan Boulevard. This pipeline would provide a second larger diameter supply line directly from the Semper HSPS to the southern portion of pressure zone one. During periods of high demand, pressures in the southern portion of pressure zone one are lower than what is acceptable for the long term. The connection to the 54 inch waterline at 91st Avenue and Pierce Street was completed in February of this year. The 54 inch line, a major component of the distribution system, could be isolated only for a short time, during periods of low water demand. This connection to the 54 inch was bid separately due to the long lead time required for valves, the critical timing required for this connection, and the need for specialty work on the 54 inch pipeline. Burns and McDonnell also performed the design and construction management for the 54 inch connection. The contractor will also perform some emergency work in the intersection of Sheridan Boulevard and 88th Avenue where inoperable waterline valves will be bypassed by making new connections improving the overall reliability in this part of the system.

Burns and McDonnell's May 8, 2008 Southern Pressure Zone One Pipeline design and construction management contract for \$433,029 was approved with a contingency amount of 10% or \$43,303. The \$22,899 change order is a result of Burns and McDonnell providing additional engineering analysis to perform a site investigation for a new Zone Four pump station on City property near 91st Ave and Pierce St. The investigation, which was outside of the original scope of services, included a site feasibility analysis and cost estimate for locating a new Zone Four pump station on City property. Burns and McDonnell also designed a portion of the pump station piping so the Southern Pressure Zone One contractor can install this piping while working near the site entrance. The pump station would serve Zone Four, which is the area west of Pierce Street and south of 92nd Avenue. In anticipation of some complex issues with pipeline work in a heavily congested area, and on private property, Staff recommends authorizing the \$22,899 additional funds for Burns and McDonnell's contract to assure adequate funding through completion of the project.

Prior to the design phase, Burns and McDonnell performed an alternative alignment analysis for the pipeline. Three separate alternative pipeline alignments were evaluated based on criteria such as cost, constructability, utility conflicts and easement acquisition needs. The criteria values were ranked and then used to score the alternative alignments. The analysis was performed by Burns and McDonnell and City staff in a workshop type setting. The current alignment shown on the attached map scored the highest and was the selected alternative.

The selected alignment did require easement acquisition. The property owners were contacted at the end of 2008 and an appraisal was performed for the City to use in the negotiations. A land agent working under Burns and McDonnell’s contract was used to negotiate the easement acquisition from both landowners. Negotiations were successful as the agreed upon price is at or near the appraised easement value. The temporary construction easements cover a three month period, additional time is available if construction exceeds the three months, and the additional cost would be covered from the contingency requested.

The City submitted an application for American Recovery and Reinvestment Act (ARRA) funding for construction of this project. The project was assigned a Category 5 eligibility rating and will not receive ARRA funds; however, it is still being considered for the standard State Revolving Fund loan program. The project will be under construction by the time a decision is made by the State, but the Revolving Fund loan may be used to reimburse expenses that have been incurred.

The bidders for project construction were pre-qualified due to the specialized nature of the work and the need for experience in construction of large diameter pipeline in highly congested areas. Burns and McDonnell advertised a request for qualifications in April and received twelve statements of qualifications. A short list of five qualified contractors, who met all of the requirements, was then developed. The City received bids from the five prequalified bidders on May 26, 2009. The bids were then evaluated by Burns and McDonnell. Based on these evaluations, it was determined that BT Construction Inc. provided the most comprehensive and responsive bid that addressed all of the project requirements.

The following is a summary of the bids received:

<u>Contractor</u>	<u>Bid Amount (1)</u>
BT Construction	\$3,010,365
Garney Companies Inc.	\$3,297,895
Scott Contractors	\$3,333,523
ERS Construction	\$3,380,102
Reynolds Tierdael	\$3,604,523

(1) The bid amounts include allowances for asphalt, fill material, utility relocation, trench dewatering, and traffic control.

BT Construction Inc. will serve as the general contractor and Burns & McDonnell will provide construction management services. A summary of the project budget is presented below.

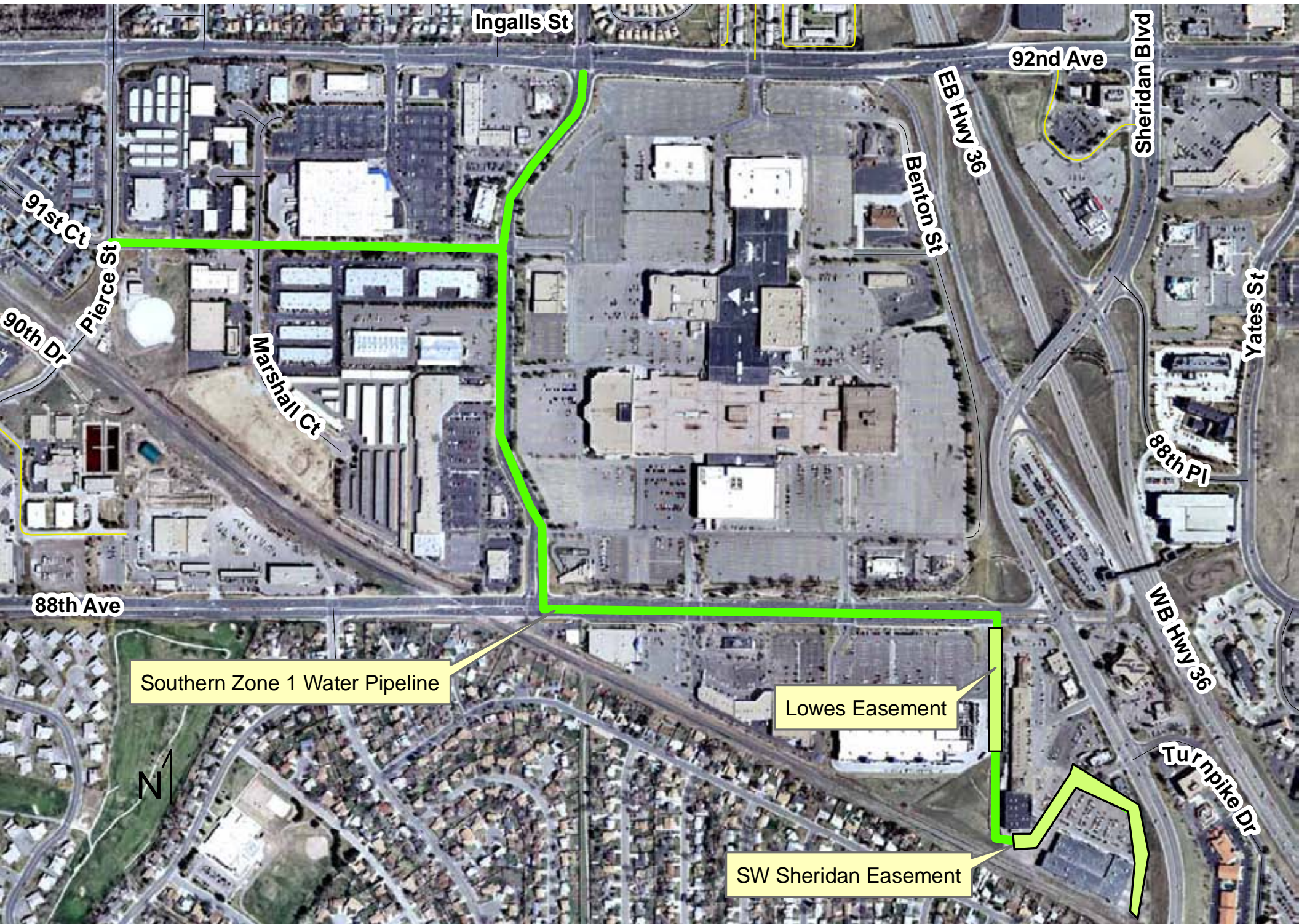
<u>Item</u>		
Design	\$	433,029
Design Contingency	\$	43,303
Phase 1 Construction (91st and Pierce)	\$	150,013
Construction (BT Construction Contract)	\$	3,010,365
Construction Contingency	\$	301,037
Design Contract Amendment	\$	22,899
Easement Costs	\$	325,105
Misc. Costs	\$	5,000
Street Cut Impact Fees	\$	<u>100,000</u>
Total	\$	4,390,750
2009 Authorized Budget	\$	6,200,000
Budget Surplus/Shortfall	\$	1,809,250

This project helps achieve the City Council's Strategic Plan Goal "Financially Sustainable City Government" by contributing to the objective of a well-maintained City infrastructure and facilities. The project also will help maintain a "Beautiful City" by supplying and distributing water for irrigation of Parks, Open Spaces and common areas, and maintain a Safe and Secure Community by providing redundancy and adequate fire flows in the water distribution system.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment: Map



Ingalls St

92nd Ave

Sheridan Blvd

EB Hwy 36

Benton St

Yates St

91st Ct

Pierce St

Marshall Ct

88th Pl

90th Dr

88th Ave

WB Hwy 36

Southern Zone 1 Water Pipeline

Lowes Easement

SW Sheridan Easement

N

Turnpike Dr



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
June 8, 2009



SUBJECT: Second Reading of Councillor’s Bill No. 12 re 2008 Final Budget Supplemental Appropriation

Prepared By: Gary Newcomb, Accountant

Recommended City Council Action

Pass Councillor’s Bill No. 12 on second reading providing for supplemental appropriation of funds to the 2008 budget of the General, General Capital Outlay Replacement, Sales & Use Tax, Parks Open Space and Trails, and General Capital Improvement Funds.

Summary Statement

- City Council action is requested to adopt the attached Councillor’s Bill on Second reading authorizing a supplemental appropriation to the 2008 budget of the General, General Capital Outlay Replacement, Sales & Use Tax, Parks Open Space & Trails, and General Capital Improvement Funds.
 - General Fund amendments total: \$295,044
 - General Capital Outlay Replacement Fund amendments total: \$850,925
 - Sales & Use Tax Fund amendments total: \$3,027,064
 - Parks Open Space & Trails Fund amendments total: \$983,575
 - General Capital Improvement Fund amendments total: \$1,013,068
- This Councillor’s Bill was passed on first reading May 11, 2009.

Expenditure Required: \$6,169,676

Source of Funds: The funding sources for these expenditures include receipt of permit fees, conference center fees, lease proceeds, interest earnings, taxes, and grants.

Respectfully submitted,

J. Brent McFall
City Manager
Attachment

BY AUTHORITY

ORDINANCE NO. **3463**

COUNCILLOR'S BILL NO. **12**

SERIES OF 2009

INTRODUCED BY COUNCILLORS
Major - Lindsey

A BILL

FOR AN ORDINANCE AMENDING THE 2008 BUDGETS OF THE GENERAL, GENERAL CAPITAL OUTLAY REPLACEMENT, SALES AND USE TAX, PARKS OPEN SPACE AND TRAILS, AND GENERAL CAPITAL IMPROVEMENT FUNDS AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2008 ESTIMATED REVENUES IN THE FUNDS

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2008 appropriation for the General, General Capital Outlay Replacement, Sales and Use Tax, Parks Open Space and Trails, and General Capital Improvement Funds, initially appropriated by Ordinance No. 3316 are hereby increased in aggregate by \$6,169,676. This appropriation is due to the receipt of permit fees, conference center fees, lease proceeds, interest earnings, taxes, and grants.

Section 2. The \$6,169,676 increase shall be allocated to City Revenue and Expense accounts as described in the City Council Agenda Item 10A dated May 11, 2009 (a copy of which may be obtained from the City Clerk) increasing City fund budgets as follows:

General Fund	\$295,044
General Capital Outlay Replacement Fund	850,925
Sales and Use Tax Fund	3,027,064
Parks Open Space and Trails Fund	983,575
General Capital Improvement Fund	<u>1,013,068</u>
Total	<u>\$6,169,676</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 11th day of May, 2009.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 8th day of June, 2009.

ATTEST:

Mayor

City Clerk



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
June 8, 2009



SUBJECT: Second Reading of Councillor’s Bill No. 13 re 2009 1st Quarter Budget Supplemental Appropriation

Prepared By: Gary Newcomb, Accountant

Recommended City Council Action

Pass Councillor’s Bill No. 13 on second reading providing for supplemental appropriation of funds to the 2009 budget of the General, Water, and General Capital Improvement Funds.

Summary Statement

- City Council action is requested to adopt the attached Councillor’s Bill on Second reading authorizing a supplemental appropriation to the 2009 budget of the General, Water, and General Capital Improvement Funds.
 - General Fund amendments total: \$91,489
 - Water Fund amendments total: \$471,965
 - General Capital Improvement Fund amendments total: \$91,212
- This Councillor’s Bill was passed on first reading May 11, 2009.

Expenditure Required: \$654,666

Source of Funds: The funding sources for these expenditures include sale of asset, grants, program fees, reimbursements, transfers, cash-in-lieu, late fees, carryover, and interest earnings.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

BY AUTHORITY

ORDINANCE NO. **3464**

COUNCILLOR'S BILL NO. **13**

SERIES OF 2009

INTRODUCED BY COUNCILLORS
Briggs - Dittman

A BILL

**FOR AN ORDINANCE AMENDING THE 2009 BUDGETS OF THE GENERAL, WATER, AND
GENERAL CAPITAL IMPROVEMENT FUNDS AND AUTHORIZING A SUPPLEMENTAL
APPROPRIATION FROM THE 2009 ESTIMATED REVENUES IN THE FUNDS**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2009 appropriation for the General, Water, and General Capital Improvement Funds, initially appropriated by Ordinance No. 3432 are hereby increased in aggregate by \$654,666. This appropriation is due to the receipt of funds from sale of asset, grants, program fees, reimbursements, transfers, cash-in-lieu, late fees, carryover, and interest earnings.

Section 2. The \$654,666 increase shall be allocated to City Revenue and Expense accounts as described in the City Council Agenda Item 10 B dated May 11, 2009 (a copy of which may be obtained from the City Clerk) increasing City fund budgets as follows:

General Fund	\$91,489
Water Fund	471,965
General Capital Improvement Fund	<u>91,212</u>
Total	<u>\$654,666</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 11th day of May, 2009.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED
this 8th day of June, 2009.

ATTEST:

Mayor

City Clerk



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
June 8, 2009



SUBJECT: Councillor's Bill No. 15 re the Rezoning of the Holy Trinity Catholic Church Property from R-1 District to Planned Unit Development

Prepared By: Michele McLoughlin, Planner III

Recommended City Council Action

1. Hold a public hearing.
2. Pass Councillor's Bill No. 15 on first reading for the rezoning of the Holy Trinity Catholic Church property from R-1 (Single Family Residential) to Planned Unit Development. This recommendation is based on a finding that the criteria set forth in Section 11-5-14 of the Westminster Municipal Code have been met.
3. Approve the Holy Trinity Catholic Church Preliminary Development Plan within the Holy Trinity Catholic Church Planned Unit Development. This recommendation is based on a finding that the criteria set forth in Section 11-5-14 of the Westminster Municipal Code have been met.

Summary Statement

- The 11.328 acre Holy Trinity Church site is located at the southwest corner of West 76th Avenue and Turnpike Drive. The property consists of 4 parcels: A, B, C, and D. Currently there are a convent, sanctuary, school, gymnasium, and rectory on the site.
- The development standards in a traditional single-family neighborhood (R-1) are not conducive to traditional church development. The church members are interested in making improvements to their facilities. Some of the proposed improvements, including a bell tower that exceeds the 25 ft. height limitation, are in conflict with the existing R-1 zoning and would not be allowed with the current zoning standards.
- The proposed rezoning will change the currently designated zone from Single Family Residential (R-1) to Planned Unit Development (PUD).
- The City's Comprehensive Land Use Plan (CLUP) designation of Public/Quasi-Public is consistent with the existing church/school use.

Expenditure Required: \$ 0

Source of Funds: N/A

Planning Commission Recommendation

The Planning Commission reviewed this proposal on May 26, 2009, and voted unanimously (5-0) to recommend that the City Council approve the following:

- 1) A rezoning of the 11.328 acre Holy Trinity Church property from Single Family Residential (R-1) to City of Westminster Planned Unit Development (PUD); and
- 2) The Preliminary Development Plan for the Holy Trinity Church property, as submitted.

One citizen spoke in opposition to the bell tower, which was not a part of the rezoning hearing. Her primary concern was regarding potential noise impacts of the bell and how often it would ring. The Planning Commission inquired as to whether or not this was part of the rezoning hearing and how to address the concern. Staff informed the Planning Commission that this type of concern could be addressed on the ODP, and suggested the church representative speak to any concerned neighbors regarding potential noise. The Planning Commission commented that noise could potentially be an issue but may not need to be regulated by the City with hopes that the church could be a "good neighbor."

Policy Issue

Should the City approve the rezoning of the Holy Trinity Catholic Church property and the PDP, changing the zone designation from R-1 (Single Family Residential) to PUD?

Alternative

Should the City deny the rezoning of the Holy Trinity Catholic Church property from R-1 to PUD? This alternative would not allow this project to move forward with site improvements and the construction of a bell tower.

Background Information

Nature of Request

The applicant is proposing to rezone from R-1 to PUD in order to increase the maximum height from 25 ft. to 35 ft., and to 45 ft. for bell towers, spires and crosses. The setbacks are proposed to be increased from the R-1 setbacks, which will bring future buildings farther back from the street (50 ft. from arterial and collector streets, and residential or public property; 30 ft. from local streets; 20 ft. from internal access drive and non-residential). This makes more sense for a church, as opposed to using single family setbacks. The PDP will also require that the taller parts of the buildings be pushed farther into the middle of the site. The zone change will bring what currently exists and what is proposed for future improvements into conformance with the Preliminary Development Plan. Under the current zoning (R-1), the 25 ft. height limit would preclude the construction of the proposed bell tower.

Location

The site is located at the southwest corner of W. 76th Avenue and Turnpike Drive. (Please see attached vicinity map).

Public Notification

Westminster Municipal Code 11-5-13 requires the following three public notification procedures:

- **Published Notice:** Notice of public hearings scheduled before Planning Commission shall be published and posted at least 10 days prior to such hearing and at least four days prior to City Council public hearings. Notice was published in the Westminster Window on May 28, 2009.
- **Property Posting:** Notice of public hearings shall be posted on the property with one sign in a location reasonably visible to vehicular and pedestrian traffic passing adjacent to the site. Two signs were posted on the property on Friday, May 29, 2009.
- **Written Notice:** At least 10 days prior to the date of the public hearing, the applicant shall mail individual notices by first-class mail to property owners and homeowner's associations registered with the City within 300 feet of the subject property. The applicant has provided the Planning Manager with a certification that the required notices were mailed on Friday, May 29, 2009.

Applicant/Property Owner
 Archdiocese of Denver
 1300 South Steel Street
 Denver, Colorado 80210
 Contact: Gary R. Miller

Holy Trinity Catholic Church
 7595 Federal Blvd.
 Westminster, Colorado 80030
 Contact: Father John Hilton

Surrounding Land Use and Comprehensive Land Use Plan Designations

Development Name	Zoning	CLUP Designation	Use
North: Municipal Center PDP/ODP, Les-Lea Manor Single Family Subdivision	PUD R-1	Public/Quasi-Public R3.5 Residential	Municipal Court; Single Family Residential
West: Westminster Housing Authority, Swim Fitness Center	R-1 PUD	R-18 Residential and Public/Quasi-Public	Senior Housing Facility; Fitness Center
East of Federal: Laurel Business Park, Skyline Vista Filing 3	C-1 R-1	R-3.5 Residential Office	Residential Vacant
South: Woolco ODP	PUD	District Center	Shopping Center

Site Plan Information

- Traffic and Transportation: Vehicular access to the site is via three entrance drives from 76th Avenue and one from Turnpike Drive on the east.
- Site Design: The site is currently developed with a convent building, sanctuary, school, offices, gymnasium and rectory.
- Landscape Design: The site is currently landscaped around the existing buildings with trees, shrubs, and turf. The southern portion of the site is occupied with playing fields.
- Architecture/Building Materials: The existing buildings are constructed of brick.
- Signage: One monument sign exists on the east side of the property adjacent to the Turnpike Drive right-of-way.

Service Commitment Category – not applicable

Referral Agency Responses – not applicable

Neighborhood Meeting and Public Comments

A neighborhood meeting was held on Tuesday, April 14, 2009, and there were no neighborhood attendees.

Respectfully submitted,

J. Brent McFall
 City Manager

Attachments

- Exhibit A (Vicinity Map)
- Exhibit B (Zoning Map)
- Zoning Ordinance (Exhibit A Legal Description/Exhibit B Zoning Map)
- Criteria and Standards for Land Use Applications

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **15**

SERIES OF 2009

INTRODUCED BY COUNCILLORS

**A BILL
FOR AN ORDINANCE AMENDING THE ZONING OF
THE 11.328 ACRE HOLY TRINITY CATHOLIC CHURCH PROPERTY
(Lot 1, Block 1, Parcels A, B, C, and D) LOCATED AT THE SOUTHWEST CORNER OF
W. 76TH AVENUE AND TURNPIKE DR, ADAMS COUNTY, COLORADO FROM R-1 TO PUD**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

- a. That an application for the rezoning of the property generally located at the southwest corner of W. 76th Ave and Turnpike Drive, as described below, from the R-1 zone to the PUD zone has been submitted to the City for its approval pursuant to W.M.C. §11-5-2.
- b. That the notice requirements of W.M.C. §11-5-13 have been met.
- c. That such application has been referred to the Planning Commission, which body held a public hearing thereon on May 26, 2009 and has recommended approval of the requested amendments.
- d. That Council has completed a public hearing on the requested zoning pursuant to the provisions of Chapter 5 of Title XI of the Westminster Municipal Code and has considered the criteria in W.M.C. § 11-5-14.
- e. That based on the evidence produced at the public hearing, a rezoning to the proposed PUD zoning complies with all requirements of City Code, including, but not limited to, the provisions of W.M.C §11-5-14, regarding standards for approval of planned unit developments and §11-4-3, requiring compliance with the Comprehensive Land Use Plan.

Section 2. The Zoning District Map of the City is hereby amended by reclassification of the property, described in Exhibit A, attached hereto and incorporated herein by reference, from the R-1 zoning district to the PUD zoning district, as depicted on the map marked Exhibit B, attached hereto.

Section 3. This ordinance shall take effect upon its passage after second reading.

Section 4. 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 8th day of June, 2009.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 22nd day of June, 2009.

Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

City Clerk

City Attorney's Office

“EXHIBIT A”

(Excepting R.O.W. Dedicated to Westminster along Federal Blvd. Frontage Road)
Holy Trinity Catholic Parish, Westminster, Colorado

A parcel of land being a portion of the Northeast Quarter of the Southwest Quarter of Section 32, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, described as follows (the following bearings based on the East Line of said Southwest Quarter being N 00 06'02" W):

Beginning at the point of intersection of the south line of that parcel of land described in Book 715 at Page 112 with the westerly right-of-way line of Federal Boulevard as described in Book 428 at Page 369 from which the Northeast Corner of said Southwest Quarter of Section 32 bears N 60°42'20" E at a distance of 866.17 feet; thence S 89°45'17" W along the south line of said parcel described in Book 715 at Page 112, 587.35 feet to the southwest corner thereof; thence N 00°06'02" W along the west line of said parcel, 199.23 feet to the south line of the East Half of the Northwest Quarter of the Northeast Quarter of the Southwest Quarter of said Section 32; thence S 89°46'24" W along said south line, 0.92 feet to the southwest corner of the East 30 Feet of said East Half; thence N 00°06'34" W along the west line of said East 30 Feet, 475.15 feet to the northeast corner of that parcel of land described in Book 5266 at Page 899; thence S 89°48'31" W along the north line of said parcel, 270.49 feet to a point on the east line of Outlot "A" of the Westminster Housing Authority Subdivision, Filing No. 1, recorded in File 14 at Map 447 of Adams County Records; thence N 00°06'49" W along said east line, 156.08 feet to a point on the southerly right-of-way line of West 76th Avenue, said southerly right-of-way line being 30 feet south of and parallel with the north line of the Northeast Quarter of the Southwest Quarter of said Section 32; thence N 89°48'31" E along said southerly right-of-way line, 842.04 feet to the point of intersection with the westerly right-of-way line of Federal Boulevard as described in Book 6048 at Page 789; thence southerly along said westerly right-of-way line of Federal Boulevard, the following two (2) courses:

- 1.) S 50°22'46" E, 8.43 feet to a Colorado Department of Transportation (CDOT) Brass Cap corner monument;
- 2.) S 00°16'09" E, 5.90 feet to the northerly corner of a parcel of land conveyed to the City of Westminster and described at Reception Number 2008000037690:

thence along the westerly and southerly lines of said parcel of land, the following twelve (12) courses:

- 1.) S 12°06'39" W, 147.46 feet to a point of tangent curvature right;
- 2.) along said curve, having a central angle of 28°32'46" and a radius of 103.14 feet, an arc length of 51.39 feet to a point of tangency;
- 3.) S 40°39'25" W, 96.88 feet to a point of tangent curvature left;
- 4.) along said curve, having a central angle of 49°13'28" and a radius of 109.09 feet, an arc length of 93.72 feet to a point of non-tangency;
- 5.) S 41°40'47" W, 8.93 feet; 6.) S 76°30'10" W, 30.52 feet; 7.) N 89°47'44" W, 50.92 feet;
- 8.) S 00°00'00" E, 24.89 feet; 9.) S 57°19'25" E, 39.35 feet; 10.) N 90°00'00" E, 29.83 feet;
- 11.) S 82°23'03" E, 91.10 feet; 12.) S 89°59'42" E, 84.99 feet to a point of intersection with said westerly right-of-way line of Federal Boulevard as described in Book 6048 at Page 789;

thence southerly along said westerly right-of-way line as described in Book 6048 at Page 789 and in Book 428 at Page 369, the following three (3) courses:

- 1.) S 04°25'28" E, 186.10 feet to a CDOT Brass Cap monument; 2.) S 00°07'40" E, 174.27 feet;
- 3.) S 19°33'22" W, 38.59 feet to the Point of Beginning.

The above description was prepared by James W. Rogers,
L.S. No. 9655, of Aegis Surveying, 3395 Yates St.,
Denver, CO, 80212, (303) 477-9319.

Criteria and Standards for Land Use Applications

Comprehensive Land Use Plan Amendments

- The owner/applicant has “the burden of proving that the requested amendment is in the public good and in compliance with the overall purpose and intent of the Comprehensive Land Use Plan...” (WMC 11-4-16(D.4)).
- Demonstrate that there is justification for the proposed change and that the Plan is in need of revision as proposed;
- Be in conformance with the overall purpose, intent, and policies of the Plan;
- Be compatible with the existing and surrounding land uses; and
- Not result in excessive detrimental impacts to the City’s existing or planned infrastructure systems, or the applicant must provide measures to mitigate such impacts to the satisfaction of the City (Page VI-5 of the CLUP).

Approval of Planned Unit Development (PUD), Preliminary Development Plan (PDP) and Amendments to Preliminary Development Plans (PDP)

11-5-14: STANDARDS FOR APPROVAL OF PLANNED UNIT DEVELOPMENTS, PRELIMINARY DEVELOPMENT PLANS AND AMENDMENTS TO PRELIMINARY DEVELOPMENT PLANS: (2534)

(A) In reviewing an application for approval of a Planned Unit Development and its associated Preliminary Development Plan or an amended Preliminary Development Plan, the following criteria shall be considered:

1. The Planned Unit Development (PUD) zoning and the proposed land uses therein are in conformance with the City's Comprehensive Plan and all City Codes, ordinances, and policies.
2. The PUD exhibits the application of sound, creative, innovative, and efficient planning principles.
3. Any exceptions from standard code requirements or limitations are warranted by virtue of design or special amenities incorporated in the development proposal and are clearly identified on the Preliminary Development Plan.
4. The PUD is compatible and harmonious with existing public and private development in the surrounding area.
5. The PUD provides for the protection of the development from potentially adverse surrounding influences and for the protection of the surrounding areas from potentially adverse influence from within the development.
6. The PUD has no significant adverse impacts upon existing or future land uses nor upon the future development of the immediate area.
7. Streets, driveways, access points, and turning movements are designed in a manner that promotes safe, convenient, and free traffic flow on streets without interruptions and in a manner that creates minimum hazards for vehicles and pedestrian traffic.
8. The City may require rights-of-way adjacent to existing or proposed arterial or collector streets, any easements for public utilities and any other public lands to be dedicated to the City as a condition to approving the PDP. Nothing herein shall preclude further public land dedications as a condition to ODP or plat approvals by the City.
9. Existing and proposed utility systems and storm drainage facilities are adequate to serve the development and are in conformance with overall master plans.
10. Performance standards are included that insure reasonable expectations of future Official Development Plans being able to meet the Standards for Approval of an Official Development Plan contained in section 11-5-15.
11. The applicant is not in default or does not have any outstanding obligations to the City.

(B) Failure to meet any of the above-listed standards may be grounds for denial of an application for Planned Unit Development zoning, a Preliminary Development Plan or an amendment to a Preliminary Development Plan.

Zoning or Rezoning to a Zoning District Other Than a Planned Unit Development (PUD)

11-5-3: STANDARDS FOR APPROVAL OF ZONINGS AND REZONINGS: (2534)

(A) The following criteria shall be considered in the approval of any application for zoning or rezoning to a zoning district other than a Planned Unit Development:

1. The proposed zoning or rezoning is in conformance with the City's Comprehensive Plan and all City policies, standards and sound planning principles and practice.
2. There is either existing capacity in the City's street, drainage and utility systems to accommodate the proposed zoning or rezoning, or arrangements have been made to provide such capacity in a manner and timeframe acceptable to City Council.

City Initiated Rezoning

(B) The City may initiate a rezoning of any property in the City without the consent of the property owner, including property annexed or being annexed to the City, when City Council determines, as part of the final rezoning ordinance, any of the following:

1. The current zoning is inconsistent with one or more of the goals or objectives of the City's Comprehensive Land Use Plan.
2. The current zoning is incompatible with one or more of the surrounding land uses, either existing or approved.
3. The surrounding development is or may be adversely impacted by the current zoning.
4. The City's water, sewer or other services are or would be significantly and negatively impacted by the current zoning and the property is not currently being served by the City.

Official Development Plan (ODP) Application

11-5-15: STANDARDS FOR APPROVAL OF OFFICIAL DEVELOPMENT PLANS AND AMENDMENTS TO OFFICIAL DEVELOPMENT PLANS: (2534)

(A) In reviewing an application for the approval of an Official Development Plan or amended Official Development Plan the following criteria shall be considered:

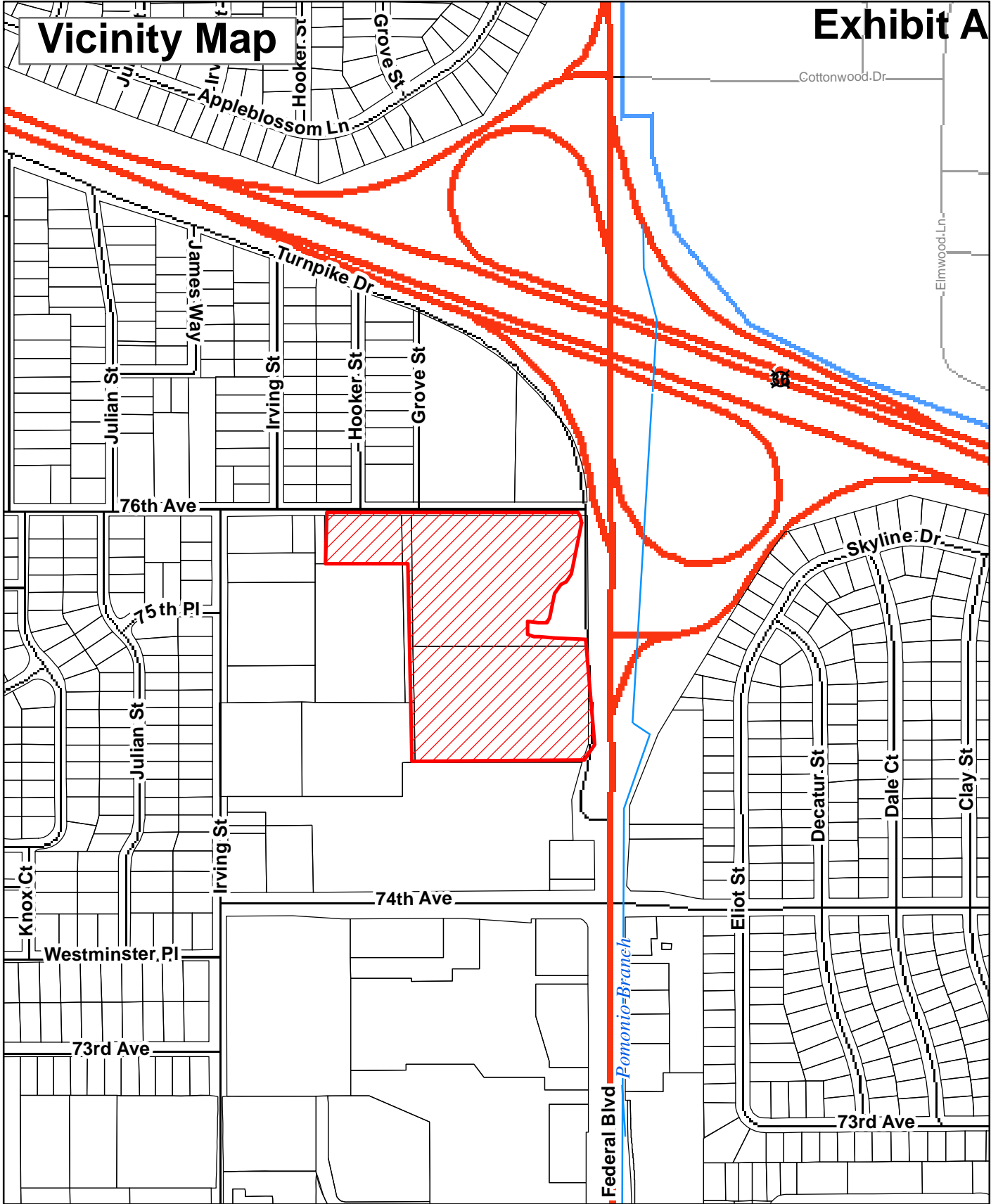
1. The plan is in conformance with all City Codes, ordinances, and policies.
2. The plan is in conformance with an approved Preliminary Development Plan or the provisions of the applicable zoning district if other than Planned Unit Development (PUD).
3. The plan exhibits the application of sound, creative, innovative, or efficient planning and design principles.
4. For Planned Unit Developments, any exceptions from standard code requirements or limitations are warranted by virtue of design or special amenities incorporated in the development proposal and are clearly identified on the Official Development Plan.
5. The plan is compatible and harmonious with existing public and private development in the surrounding area.
6. The plan provides for the protection of the development from potentially adverse surrounding influences and for the protection of the surrounding areas from potentially adverse influence from within the development.
7. The plan has no significant adverse impacts on future land uses and future development of the immediate area.

8. The plan provides for the safe, convenient, and harmonious grouping of structures, uses, and facilities and for the appropriate relation of space to intended use and structural features.
9. Building height, bulk, setbacks, lot size, and lot coverages are in accordance with sound design principles and practice.
10. The architectural design of all structures is internally and externally compatible in terms of shape, color, texture, forms, and materials.
11. Fences, walls, and vegetative screening are provided where needed and as appropriate to screen undesirable views, lighting, noise, or other environmental effects attributable to the development.
12. Landscaping is in conformance with City Code requirements and City policies and is adequate and appropriate.
13. Existing and proposed streets are suitable and adequate to carry the traffic within the development and its surrounding vicinity.
14. Streets, parking areas, driveways, access points, and turning movements are designed in a manner promotes safe, convenient, promotes free traffic flow on streets without interruptions and in a manner that creates minimum hazards for vehicles and or pedestrian traffic.
15. Pedestrian movement is designed in a manner that forms a logical, safe, and convenient system between all structures and off-site destinations likely to attract substantial pedestrian traffic.
16. Existing and proposed utility systems and storm drainage facilities are adequate to serve the development and are in conformance with the Preliminary Development Plans and utility master plans.
17. The applicant is not in default or does not have any outstanding obligations to the City.

(B) Failure to meet any of the above-listed standards may be grounds for denial of an Official Development Plan or an amendment to an Official Development Plan.

Vicinity Map

Exhibit A



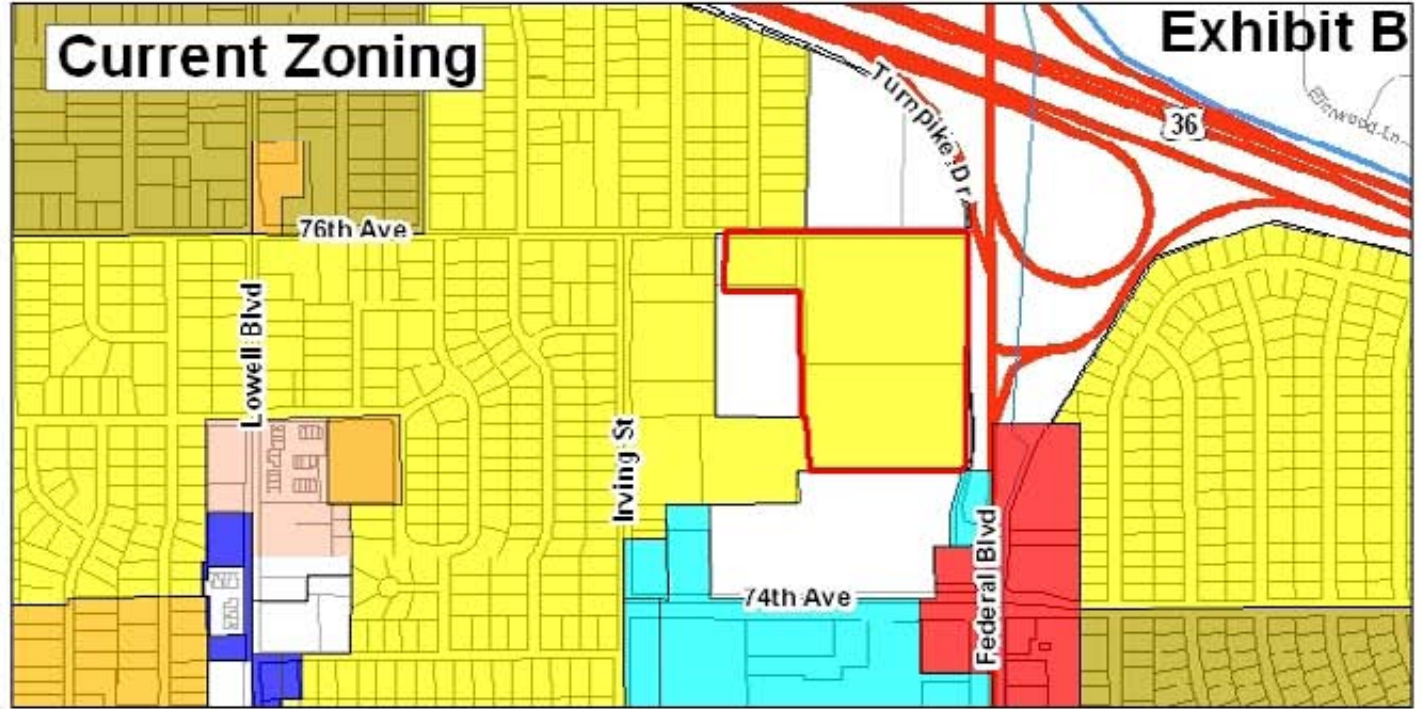
City of Westminster
Planning Layers

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Exhibit B

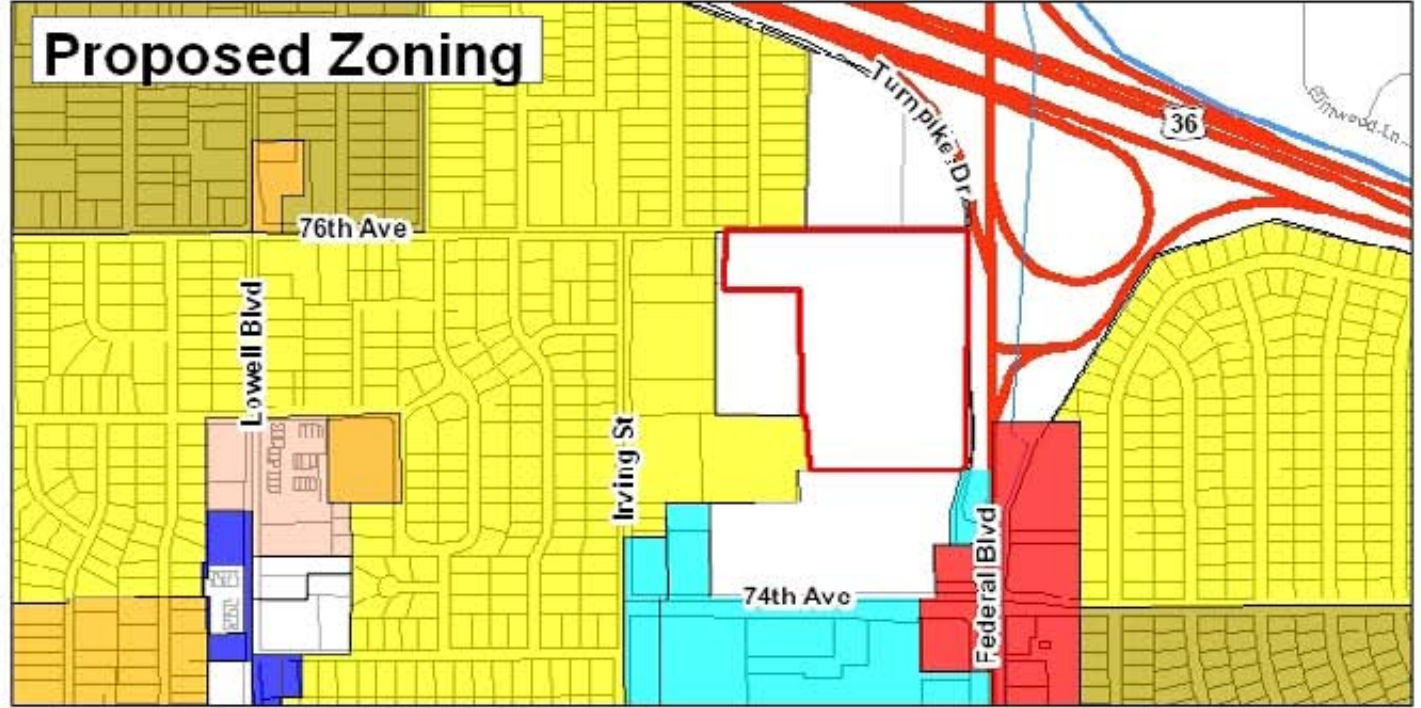
Current Zoning



Legend

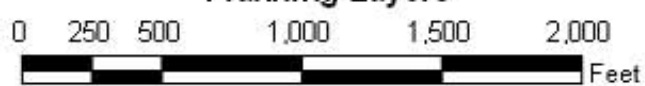
B-1	U-1	R-1	R-5	I-1
C-1	PUD	R-2	RA	
M-1	R-3	R-4	R-E	

Proposed Zoning



City of Westminster
Planning Layers

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Agenda Item 10 D

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
June 8, 2009



SUBJECT: Resolution No. 27 re Right-of-Way Acquisition for Lowell Boulevard Improvements

Prepared by: Stephen C. Baumann, Assistant City Engineer

Recommended City Council Action

Adopt Resolution No. 27 authorizing City Staff to proceed with the acquisition of rights-of-way and easements necessary for the Lowell Boulevard Improvements, including the use of eminent domain, if necessary; and authorize a total of \$20,000 to acquire the necessary property interests.

Summary

- The final design of the Lowell Boulevard Improvements between 77th Avenue and the US-36 overpass will soon be complete. The reconstruction of the street is anticipated to be underway in the third quarter of 2009.
- There is at least one property from which fee simple right-of-way and/or easement interests must be purchased in order to build the project. These are small parcels in relation to the size of their parent properties, and their purchase will not damage the remainder properties.
- The attached Resolution will allow City Staff to pursue the activities needed to acquire the necessary rights-of-way and easements for the Lowell Boulevard Improvements. Staff expects that the acquisitions can be accomplished through negotiation, but is requesting authority to use the City's power of eminent domain if negotiations with the property owners do not result in timely possession of the parcels necessary to start construction.

Expenditure Required: \$20,000

Source of Funds: General Capital Improvement Fund
- Lowell Boulevard Corridor Enhancements Project Account

Policy Issue

Should the City proceed with right-of-way acquisitions for the Lowell Boulevard project?

Alternative

The City Council could decide to not proceed with these acquisitions at this time. Staff does not recommend this action as this would create significant delays and/or significant modifications to the Lowell Boulevard improvement plans to contain work within the existing right-of-way.

Background Information

The final design of the Lowell Boulevard Improvements project between 77th Avenue and the US-36 overpass of Lowell Boulevard is close to complete. Generally, the project will reconstruct Lowell Boulevard by reconfiguring the curbs to provide additional space for wider sidewalks, detached from the curb by a landscape strip on the east side of Lowell Boulevard containing concrete pavers and street trees supported by an irrigation system. This phase of the project also includes a reconfiguration of the unusual intersection of Lowell Boulevard with Turnpike Drive and 78th Avenue to improve traffic safety there. The new street layout will create space for a neighborhood plaza at the location of old 78th Avenue (see attached project map), and enhancements are being planned for this space if the budget permits.

For the most part, the improvements are being accomplished within the existing right-of-way. Lowell Boulevard is largely in existing City right-of-way, but the intersection of Turnpike Drive was purchased by the Colorado Department of Transportation when the Boulder Turnpike was built in the early 1950's. In one or two locations, the improvements will necessitate the acquisition of additional right-of-way and/or easements from private properties that flank Lowell Boulevard or 78th Avenue. These necessary parcels are small relative to the size of the parent properties and their purchase is not seen to be damaging to the remaining property. There is good public awareness of the project, and Staff's contacts with the property owners give indications that the acquisitions may be accomplished through negotiation. However, if cooperation is not given or the negotiations are not successful, the City should be prepared to pursue condemnation proceedings under the City's eminent domain authority.

Approval is sought for the expenditure of up to \$20,000 to secure the right-of-way for the project. This amount should cover the cost of the property rights purchased along with costs of title commitments and insurance, appraisers, and the services of a land acquisition agent, if necessary. The attached resolution authorizes Staff to proceed with these activities and expenditures necessary to secure legal possession and acquire right-of-way for the Lowell Boulevard Improvements project.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

RESOLUTION

RESOLUTION NO. **27**

INTRODUCED BY COUNCILLORS

SERIES OF 2009

RIGHT-OF-WAY ACQUISITION FOR LOWELL BOULEVARD IMPROVEMENTS

WHEREAS, the City of Westminster has determined that it is necessary to the public health, safety and welfare to acquire certain parcels of land to accommodate the construction of the Lowell Boulevard Improvements in the project area shown on the attached Exhibit A; and

WHEREAS, the City will determine the fair market value of the property rights being acquired in each of the parcels; and

WHEREAS, the City will make an earnest good faith offer to purchase each of the subject parcels; and

WHEREAS, a delay in the acquisition of any of the parcels could result in a delay of Lowell Boulevard Improvements, thus creating a hardship on the general population of the City of Westminster and Adams County wishing to utilize the proposed improvements; and

WHEREAS, legal counsel for the City of Westminster has advised that the City may exercise its right of eminent domain should normal negotiations fail; and

WHEREAS, the City finds that if acquisition by condemnation of any parcel described in this resolution is commenced, immediate possession by the City may be necessary for the public health, safety and welfare in order to keep the Lowell Boulevard Improvements on the desired schedule.

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

1. The City Manager is hereby authorized to establish minimum just compensation for acquisition of property interests necessary to build the Lowell Boulevard Improvements in the project area shown in Exhibit A.

2. City Staff is authorized to proceed with negotiations to acquire the necessary property interests for the project, including remainders pursuant to W.M.C section 15-1-11, on the basis of the appraised value, or the minimum just compensation established by the City Manager, or such higher value as is considered just and necessary to facilitate the acquisition and avoid the necessity of condemnation.

3. The City Manager is hereby authorized to acquire such property interests consistent with applicable law, including the execution of all documents necessary to complete these purchases.

4. The City Attorney of the City of Westminster is authorized to take all necessary legal measures to acquire the property interests in question, including proceeding with condemnation of the properties in question against the owner or owners and any other persons or entities claiming an interest therein or thereto, and to take such further action as may be reasonably necessary for or incidental to the filing and diligent prosecution of any litigation or proceedings required to obtain property interests should normal negotiations fail or exceed the time constraints of the overall project. In the event that acquisition by condemnation is commenced, the City Attorney is further authorized to request a grant of immediate possession of the necessary property interests.

5. The City Manager shall be further authorized to incur reasonable costs associated with acquiring the properties in question, including, without limitations, contractual services, the cost of title examination, title insurance, appraisal fee payments mandated by statute, normal closing costs, filings fees and charges and all other related or incidental costs or expenses customarily associated with the acquisition or condemnation of property. The cost shall be charged to the Lowell Boulevard Corridor Enhancement Account in the General Capital Improvement Fund.

6. The City Engineer is hereby authorized to call for amendment of the legal descriptions of the parcel interests to be acquired, and the nature of the interests to be acquired, including the commencement date and duration of any temporary easement, if necessary in the course of the project.

PASSED AND ADOPTED this 8th day of June, 2009.

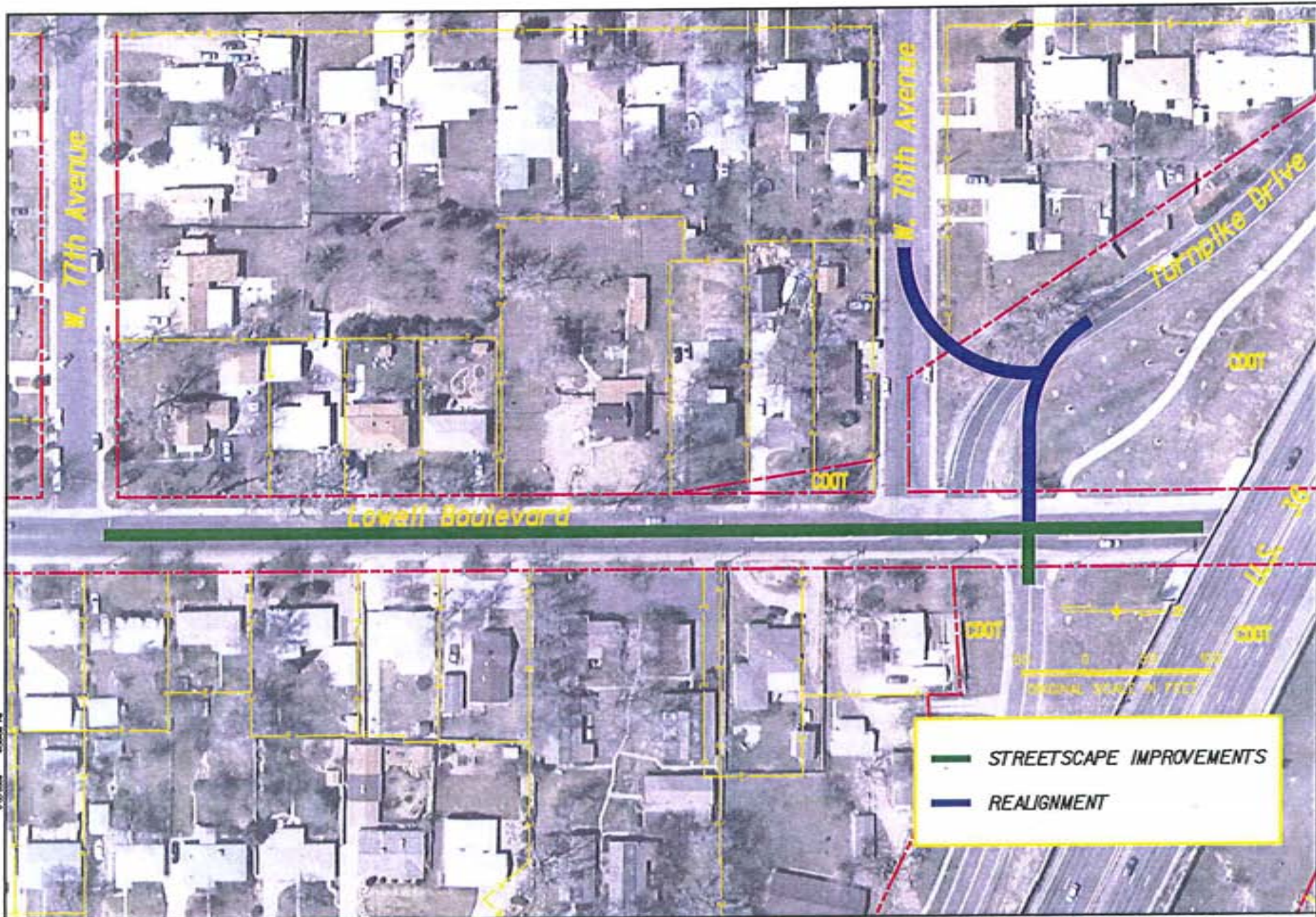
Mayor



ATTEST:

APPROVED AS TO LEGAL FORM:

City Clerk

City Attorney's Office



	STREETSCAPE IMPROVEMENTS
	REALIGNMENT



2637 Midpoint Drive, Suite E
 Fort Collins, CO 80525
 (o) 970.484.3611 (f) 970.484.4118



TERRASAN
 PLANNING & LANDSCAPE ARCHITECTURE
 1850 Glen Street
 Denver, Colorado 80218
 Tel: (303) 331-1717 Fax: (303) 331-1818



LOWELL BLVD.
 STREETSCAPE IMPROVEMENTS
 FROM 77TH AVENUE TO US HWY 36



Agenda Item 10 E

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
June 8, 2009



SUBJECT: Resolution No. 28 re Traffic Signal Maintenance Intergovernmental Agreement with the Colorado Department of Transportation

Prepared By: Mike Normandin, Transportation Engineer

Recommended City Council Action

Adopt Resolution No. 28 approving a revised Intergovernmental Agreement with the Colorado Department of Transportation for the maintenance of traffic signals on a portion of the State Highway System.

Summary Statement

- The City of Westminster and the Colorado Department of Transportation (CDOT) entered into an agreement on February 25, 2008 that addressed the maintenance of traffic signals on a portion of the State Highway System (SHS) located within the City. The City of Westminster is maintaining and operating the eleven traffic signals on Sheridan Boulevard (State Highway 95) from 70th Avenue north to the interchange at U.S. 36. The City is reimbursed by CDOT for the traffic signal maintenance costs. City Staff has been in discussion with CDOT Staff over the past few months over the cost of maintaining the subject traffic signals. At City Staff's request, CDOT has agreed to increase the reimbursement to the City for maintaining the traffic signals.
- Maintaining and operating the traffic signals on Sheridan Boulevard has allowed City Staff to add the intersections to the City's Computerized Signal System and closely monitor the traffic signal operations at the signalized intersections adjacent to the retail centers in the vicinity of 72nd Avenue and Sheridan Boulevard and 88th Avenue and Sheridan Boulevard.
- CDOT requires that resolutions adopted by the City Council accompany all agreements between the City and CDOT. The attached resolution authorizes the City to approve the revised agreement with CDOT to maintain the traffic signals on Sheridan Boulevard (S.H. 95) from 70th Avenue to the U.S. 36 interchange.

Expenditure Required: \$ 0

Source of Funds: N/A

Policy Issue

Should the City approve a revised Intergovernmental Agreement with CDOT for the maintenance of eleven traffic signals on Sheridan Boulevard from 70th Avenue to the interchange at US 36?

Alternative

The alternative would be to not approve the revised agreement with CDOT to maintain the traffic signals on Sheridan Boulevard and, thus, require that the City continue to be responsible for the traffic signal maintenance and operation at the reimbursement rate set forth in the original agreement. This alternative is not recommended as this would result in the loss of additional reimbursement to the City from CDOT.

Background Information

In 1987, the City implemented a computerized signal system that provided Staff the capability to monitor the signalized intersections adjacent to the Westminster Mall area. The implementation of the computerized signal system was the impetus for the City to pursue the maintenance and operation of select traffic signals on the State Highway System. The signalized intersections on the computerized signal system communicate directly to a computer in City Hall. City Staff has the ability to download and upload signal timing plans as well as monitor the operation of the traffic signals. The initial computerized signal system monitored 18 signalized intersections. Since that time, the system has been expanded to arterial street corridors throughout the City and includes 55 intersections.

The City and CDOT entered into an agreement in June 1988 that addressed the maintenance of traffic signals on Sheridan Boulevard (S.H. 95) from 80th Avenue north to the U.S. 36 Interchange. In February 2008, a new agreement was entered into with CDOT that added the four traffic signals on Sheridan Boulevard between 70th Avenue and 80th Avenue. CDOT has an established funding source that allows the State to reimburse cities and counties for the cost of signal maintenance for signalized locations on the State Highway System. Over the past few months, City Staff has calculated the average cost of maintaining a traffic signal, taking into consideration the established monthly charge and extra work performed by the City's signal maintenance contractor and the cost to maintain the crosswalk pavement markings at the subject traffic signal locations. The current monthly cost per intersection per the existing agreement is \$280.00. The revised monthly cost is \$330.00 per intersection, which increases the annual reimbursements by \$6,600.00. The attached Change Order Letter establishes a provision wherein CDOT will reimburse the City for the signal maintenance cost on a monthly basis at a cost of \$330.00 per intersection. The funds paid to the City by CDOT for the subject signal maintenance will be placed into the proper operating budget account to cover the cost of maintaining the traffic signals and crosswalk pavement markings.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

- Resolution
- Intergovernmental Agreement
- Change Order Letter

RESOLUTION

RESOLUTION NO. **28**

INTRODUCED BY COUNCILLORS

SERIES OF 2009

**A RESOLUTION
APPROVING A REVISED INTERGOVERNMENTAL AGREEMENT WITH
THE COLORADO DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF
TRAFFIC SIGNALS ON THE STATE HIGHWAY SYSTEM**

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

WHEREAS, the City of Westminster is vitally interested in improving traffic flow on Sheridan Boulevard (State Highway 95); and

WHEREAS, the City desires to maintain traffic signals on State Highway 95 at the following locations:

West 70th Avenue and Sheridan Boulevard
West 72nd Avenue and Sheridan Boulevard
West 73rd Avenue and Sheridan Boulevard
West 76th Avenue and Sheridan Boulevard
West 80th Avenue and Sheridan Boulevard
West 81st Avenue and Sheridan Boulevard
West 84th Avenue and Sheridan Boulevard
West 87th Avenue (Turnpike Drive) and Sheridan Boulevard
West 88th Avenue and Sheridan Boulevard
U.S. 36 South Ramp and Sheridan Boulevard
U.S. 36 North Ramp and Sheridan Boulevard

WHEREAS, the City previously adopted Resolution No. 12 on February 25, 2008, authorizing an intergovernmental agreement with the Colorado Department of Transportation regarding traffic signal maintenance for a five year period; and

WHEREAS, the Colorado Department of Transportation ("CDOT") shall reimburse the City of Westminster the revised amount of \$330.00 per month per signal for signal maintenance costs.

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

1. Resolution No. 12, Series of 2008, is hereby repealed.
2. The Contract, as amended by Bilateral Change Order Letter between the City and CDOT pertaining to traffic signal maintenance for certain signalized intersections on the State Highway System, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.
3. The City Manager is hereby authorized to execute the attached Bilateral Change Order Letter.

PASSED AND ADOPTED this 8th day of June, 2009.

Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

City Clerk

City Attorney

(State Signal Mtc)
City of Westminster
REGION 6 (tp)

Rev 10/03
08 HA6 00095
SAP ID 271000711

CONTRACT

THIS CONTRACT made this 10th day of March 2008 by and between the State of Colorado for the use and benefit of the Colorado Department of Transportation hereinafter referred to as the State and CITY OF WESTMINSTER, 4800 West 92nd Avenue, Westminster, Colorado 80031-6387, CDOT Vendor #: 200053, hereinafter referred to as the "Contractor" or the "Local Agency."

RECITALS

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project and Local Agency costs in Fund Number 400, Function 2300, GL Acct. 4541000010, Cost Center R658M-010, (Contract Encumbrance Amount: \$36,960.00).
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. Section 43-2-135(1)(i) C.R.S., as amended, requires the State to install, operate, maintain and control, at State expense, all traffic control devices on the state highway system within cities and incorporated towns; and;
4. The parties desire to enter this Contract for the Contractor to provide some or all of the certain maintenance services on state highways that are the responsibility of the State under applicable law, and for the State to pay the Contractor a reasonable negotiated fixed rate for such services;
5. The parties also intend that the Contractor shall remain responsible to perform any services and duties on state highways that are the responsibility of the Contractor under applicable law, at its own cost;
6. The State and the Contractor have the authority, as provided in Sections 29-1-203, 43-1-106, 43-2-103, 43-2-104, and 43-2-144 C.R.S., as amended, and in applicable ordinance or resolution duly passed and adopted by the Contractor, to enter into contract with the Contractor for the purpose of maintenance of traffic control devices on the state highway system as hereinafter set forth; and
7. The Contractor has adequate facilities to perform the desired maintenance services on State highways within its jurisdiction.

THE PARTIES NOW AGREE THAT:

Section 1. Scope of Work

All of the specific location(s) and type(s) of traffic control device(s) to be operated and maintained by the Contractor pursuant to this contract are described in Exhibit A, attached hereto and incorporated herein. Such services and highways are further detailed in Section 5.

Section 2. Order of Precedence

In the event of conflicts or inconsistencies between this contract and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. Special Provisions contained in section 22 of this contract
2. This contract
3. Exhibit A (Scope of Work)
4. Exhibits C and D (Contract Modification Tools)
5. Other Exhibits in descending order of their attachment.

Section 3. Term

This contract shall be effective upon approval of the State Controller or designee, or on the date made, whichever is later. The term of this contract shall be for a term of FIVE (5) years. Provided, however, that the State's financial obligation for each subsequent, consecutive fiscal year of that term after the first fiscal year shall be subject to and contingent upon funds for each subsequent year being appropriated, budgeted, and otherwise made available therefor.

Section 4. Project Funding and Payment Provisions

A. The Local Agency has estimated the total cost of the work and is prepared to accept the state funding for the work, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this contract and to complete the work under the project. A copy of this ordinance or resolution is attached hereto and incorporated herein as Exhibit B.

B. Subject to the terms of this Contract, for the satisfactory performance of the maintenance services on the Highways, as described in Section 5, the State shall pay the Contractor on a lump sum basis, payable in monthly installments, upon receipt of the Contractor's statements, as provided herein.

1. The State shall pay the Contractor for the satisfactory operation and maintenance of traffic control devices under this contract at the rates described in Exhibit C, which is attached hereto and made a part hereof. Provided, however, that the total charges to be paid by the State during each fiscal year beginning July 1 and ending June 30 of the following year shall not exceed a maximum amount of \$36,960.00 without the benefit of a

supplemental agreement executed prior to any such excess charges being incurred. Contractor billings and State payments for each of the traffic control devices listed in Exhibit B shall be on a "lump sum" basis, in accordance with the rates described in Exhibit C, subject to the maximum amount described above. The Contractor will bill the State monthly and the State will pay such bills within 60 days.

2. The statements submitted by the Contractor for which payment is requested shall contain an adequate description of the type(s) and the quantity(ies) of the maintenance services performed, the date(s) of that performance, and on which specific sections of the Highways such services were performed, in accord with standard Contractor billing standards.

3. If the Contractor fails to satisfactorily perform the maintenance for a segment of the Highways (or portion thereof), or if the statement submitted by the Contractor does not adequately document the payment requested, after notice thereof from the State, the State may deduct and retain a proportionate amount from the monthly payment, based on the above rate, for that segment or portion.

Section 5. State and Local Agency Commitments

A. The Contractor shall perform the "highway maintenance services" for the certain State Highway System segments described herein. Such services and highways are detailed in Section I (or Exhibit A).

B. The Contractor shall operate and maintain the specific traffic control devices, and at the particular locations, all as listed on Exhibit A ("the Work"), in a manner that is consistent with current public safety standards on state highways within its jurisdictional limits, and in conformance with applicable portions of the "Manual on Uniform Traffic Control Devices" and the "Colorado Supplement" thereto, which are referred to collectively as the "Manual" and which are incorporated herein by reference as terms and conditions of this Contract. The Contractor shall provide all personnel, equipment, and other services necessary to satisfactorily perform such operation and maintenance.

C. The State shall have the option to add or delete, at any time during the term of this Contract, one or more specific traffic control devices from those listed in Exhibit A, and therefore amend the Work to be performed by the Contractor under this Contract. The State may amend Exhibit A by written notice to the Contractor using a change order letter substantially equivalent to Exhibit D.

D. The Contractor may propose, in writing, other potential specific traffic control devices to be operated and maintained by the Contractor during the term of this contract, based on the same rates that had been initially agreed to by the Contractor in Exhibit C. If the State determines in writing that operation and maintenance of those other devices by the Contractor is appropriate, and is desirable to the State, and if the State agrees to add such devices to this contract, then the State shall, by written Change Order issued to the Contractor in a form substantially equivalent to

Exhibit D, add such devices to this contract.

E. The Contractor shall perform all maintenance services on an annual basis. The Contractor's performance of such services shall comply with the same standards that are currently used by the State for the State's performance of such services, for similar type highways with similar use, in that year, as determined by the State. The State's Regional Transportation Director, or his representative, shall determine the then current applicable maintenance standards for the maintenance services. Any standards/directions provided by the State's representative to the Contractor concerning the maintenance services shall be in writing. The Contractor shall contact the State Region office and obtain those standards before the Contractor performs such services.

F. The Contractor shall perform the maintenance services in a satisfactory manner and in accordance with the terms of this Contract. The State reserves the right to determine the proper quantity and quality of the maintenance services performed by the Contractor, as well as the adequacy of such services, under this Contract. The State may withhold payment, if necessary, until Contractor performs the maintenance services to the State's satisfaction. The State will notify the Contractor in writing of any deficiency in the maintenance services. The Contractor shall commence corrective action within 24 hours of receiving actual or constructive notice of such deficiency: a) from the State; b) from its own observation; or c) by any other means. In the event the Contractor, for any reason, does not or cannot correct the deficiency within 24 hours, the State reserves the right to correct the deficiency and to deduct the actual cost of such work from the subsequent payments to the Contractor, or to bill the Contractor for such work.

G. Performance Measures shall be accounted for within the duration of this contract and will be associated with signal/electrical maintenance. These Measures shall be addressed quarterly and for every quarter of the contract. Performance records shall be kept by the Contractor and a copy sent to the CDOT Project Manager listed in this contract. The Contractor shall submit performance documentation to the CDOT Project Manager semi-annually along with the payment requests every July and January. Performance measures shall be conducted on all devices listed in Exhibit A.

Section 6. Record Keeping

The Local Agency shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs incurred under this contract. The Local Agency shall maintain such records for a period of three (3) years after the date of termination of this contract or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The Local Agency shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the State and FHWA to inspect the project and to inspect, review and audit the project records.

Section 7. Termination Provisions

This contract may be terminated as follows:

This Contract may be terminated by either party, but only at the end of the State fiscal year (June 30), and only upon written notice thereof sent by registered, prepaid mail and received by the non-terminating party not later than 30 calendar days before the end of that fiscal year. In that event, the State shall be responsible to pay the Contractor only for that portion of the traffic control device maintenance services actually and satisfactorily performed up to the effective date of that termination, and the Contractor shall be responsible to provide such services up to that date, and the parties shall have no other obligations or liabilities resulting from that termination.

Section 8. Legal Authority

The Local Agency warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the Local Agency to its terms. The person(s) executing this contract on behalf of the Local Agency warrants that such person(s) has full authorization to execute this contract.

Section 9. Representatives and Notice

The State will provide liaison with the Local Agency through the State's Region Director, Region 6, 2000 South Holly Street. Said Region Director will also be responsible for coordinating the State's activities under this contract and will also issue a "Notice to Proceed" to the Local Agency for commencement of the Work. All communications relating to the day-to-day activities for the work shall be exchanged between representatives of the State's Transportation Region 6 and the Local Agency. All communication, notices, and correspondence shall be addressed to the individuals identified below. Either party may from time to time designate in writing new or substitute representatives.

If to State:
Steve Hersey
CDOT Region 6
Traffic Engineer
2000 South Holly Street
Denver, Colorado 80222
(303) 757-9942

If to the Local Agency:
Mike Normandin
City of Westminster
4800 West 92nd Avenue
Westminster, Colorado 80031
(303) 430-2400, ext. 2143

Section 10. Successors

Except as herein otherwise provided, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 11. Third Party Beneficiaries

It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the State

and the Local Agency. Nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Section 12. Governmental Immunity

Notwithstanding any other provision of this contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

Section 13. Severability

To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

Section 14. Waiver

The waiver of any breach of a term, provision, or requirement of this contract shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

Section 15. Entire Understanding

This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the State Fiscal Rules.

Section 16. Survival of Contract Terms

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

Section 17. Modification and Amendment

A. This contract is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this contract shall be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.

B. Either party may suggest renegotiation of the terms of this Contract, provided that the Contract shall not be subject to renegotiation more often than annually, and that neither party shall be required to renegotiate. If the parties agree to change the provisions of this Contract, the renegotiated terms shall not be effective until this Contract is amended/modified accordingly in writing. Provided, however, that the rates will be modified only if the party requesting the rate change documents, in accord with then applicable cost accounting principles and standards (including sections 24-107-101, et seq., C.R.S. and implementing regulations), that the requested increase/decrease is based on and results from (and is proportionate to) an increase/decrease in the "allowable costs" of performing the Work.

Section 18. Change Orders and Option Letters

A. Bilateral changes within the general scope of the Contract, as defined in Section 1 above, may be executed using the change order letter process described in this paragraph and a form substantially equivalent to the sample change order letter attached as Exhibit D, for any of the following reasons.

1. Where the agreed changes to the specifications result in an adjustment to the price, delivery schedule, or time of performance.
2. Where the agreed changes result in no adjustment to the price, delivery schedule, or time of performance. The change order shall contain a mutual release of claims for adjustment of price, schedules, or time of performance.
3. Where the changes to the contract are priced based on the unit prices to be paid for the goods and/or services established in the contract.
4. Where the changes to the contract are priced based on established catalog generally extended to the public.

Other bilateral modifications not within the terms of this paragraph must be executed by formal amendment to the contract, approved in accordance with state law.

B. The State may increase the quantity of goods/services described in Exhibit A at the unit prices established in the contract. The State may exercise the option by written notice to the contractor within 30 days before the option begins in a form substantially equivalent to Exhibit E. Delivery/performance of the goods/service shall continue at the same rate and under the same terms as established in the contract.

C. The State may also unilaterally increase/decrease the maximum amount payable under this

contract based upon the unit prices established in the contract and the schedule of services required, as set by the state. The State may exercise the option by providing a fully executed option to the contractor, in a form substantially equivalent to Exhibit E, immediately upon signature of the State Controller or his delegate. Performance of the service shall continue at the same rate and under the same terms as established in the contract.

Section 19. Disputes

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the contract in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Section 20. Does not supercede other agreements

This Contract is not intended to supercede or affect in any way any other agreement (if any) that is currently in effect between the State and the Contractor for other "maintenance services" on State Highway rights-of-way within the jurisdiction of the Contractor. Also, the Contractor shall also continue to perform, at its own expense, all such activities/duties (if any) on such State Highway rights-of-ways that the Contractor is required by applicable law to perform.

Section 21. Subcontractors

The Contractor may subcontract for any part of the performance required under this Contract, subject to the Contractor first obtaining approval from the State for any particular subcontractor. The State understands that the Contractor may intend to perform some or all of the services required under this Contract through a subcontractor. The Contractor agrees not to assign rights or delegate duties under this contract [or subcontract any part of the performance required under the contract] without the express, written consent of the State [which shall not be unreasonably withheld]. Except as herein otherwise provided, this agreement shall inure to the benefit of and be binding only upon the parties hereto and their respective successors and assigns.

SPECIAL PROVISIONS

The Special Provisions apply to all contracts except where noted in *italics*.

1. **CONTROLLER'S APPROVAL. CRS 24-30-202 (1).** This contract shall not be deemed valid until it has been approved by the Colorado State Controller or designee.
2. **FUND AVAILABILITY. CRS 24-30-202(5.5).** Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
3. **INDEMNIFICATION.** Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.
[Applicable Only to Intergovernmental Contracts] No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS 24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.
4. **INDEPENDENT CONTRACTOR. 4 CCR 801-2.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither contractor nor any agent or employee of contractor shall be or shall be deemed to be an agent or employee of the state. Contractor shall pay when due all required employment taxes and income taxes and local head taxes on any monies paid by the state pursuant to this contract. Contractor acknowledges that contractor and its employees are not entitled to unemployment insurance benefits unless contractor or a third party provides such coverage and that the state does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the state to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by the state) and unemployment compensation insurance in the amounts required by law and shall be solely responsible for its acts and those of its employees and agents.
5. **NON-DISCRIMINATION.** Contractor agrees to comply with the letter and the spirit of all applicable State and federal laws respecting discrimination and unfair employment practices.
6. **CHOICE OF LAW.** The laws of the State of Colorado, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract, to the extent that this contract is capable of execution. At all times during the performance of this contract, Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.
7. *[Not Applicable to Intergovernmental Contracts]* **VENDOR OFFSET. CRS 24-30-202 (1) and 24-30-202.4.** The State Controller may withhold payment of certain debts owed to State agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in Article 21, Title 39, CRS; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State or its agencies, as a result of final agency determination or reduced to judgment, as certified by the State Controller.
8. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.** No State or other public funds payable under this contract shall be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies that, for the term of this contract and any extensions, Contractor has in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this paragraph, the State may exercise any remedy available at law or equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.
9. **EMPLOYEE FINANCIAL INTEREST. CRS 24-18-201 and 24-50-507.** The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract.
10. *[Not Applicable to Intergovernmental Contracts].* **ILLEGAL ALIENS - PUBLIC CONTRACTS FOR SERVICES AND RESTRICTIONS ON PUBLIC BENEFITS. CRS 8-17.5-101 and 24-76.5-101.** Contractor certifies that it shall comply with the provisions of CRS 8-17.5-101 et seq. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise shall comply with the requirements of CRS 8-17.5-102(2)(b). Contractor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. Failure to comply with any requirement of this provision or CRS 8-17.5-101 et seq., shall be cause for termination for breach and Contractor shall be liable for actual and consequential damages.
 Contractor, if a natural person eighteen (18) years of age or older, hereby swears or affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 et seq., and (iii) shall produce one form of identification required by CRS 24-76.5-103 prior to the effective date of this contract.

Revised October 25, 2006

Effective Date of Special Provisions: August 7, 2006

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

CONTRACTOR:

STATE OF COLORADO:
BILL RITTER, JR., GOVERNOR

City of Westminster
Legal Name of Contracting Entity

By [Signature]
For Executive Director
Department of Transportation

2000053
CDOT Vendor Number

[Signature]
Signature of Authorized Officer

LEGAL REVIEW:
JOHN W. SUTHERS
ATTORNEY GENERAL

J. Brent McFall, City Manager
Print Name & Title of Authorized Officer

By [Signature]

CORPORATIONS:
(A corporate attestation is required.)

Attest (Seal) By [Signature]
(Corporate Secretary or Equivalent, or Town/City/County Clerk)



ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the goods and/or services provided.

STATE CONTROLLER:
LESLIE M. SHENEFF

By [Signature]
Date March 10, 2008

Exhibit A

Scope of Work

State Highway Traffic Signal Listing

- The City shall maintain the traffic signals and associated stop bars and crosswalks at the locations listed below.
- Any reconstruction, modification, or improvement initiated by the City or performed as a result of a City project shall be included in the maintenance provided by the City.
- Any reconstruction, modification, or improvement initiated by the State or performed as a result of a State project shall be paid for separately by the State.
- The City shall perform inspections of all approaches at each location and submit documentation to CDOT by April 10th for each year of this contract. Inspection shall include, but not be limited to:
 - Each signal lens is operating and visible
 - Signal Timing is operating as programmed
 - Controller and Cabinet are clean and in good repair
 - Communication to signal is connected and operating
 - Hack up power is tested for proper operation
 - Vehicle detection is operating properly
 - All luminaries attached to the signal are operating
- Any defects found at these intersections shall be remedied immediately. Defects and remediation shall be documented and kept on file at the City and copied to CDOT. Any defects not remedied within one month of discovery shall incur a price reduction to the monthly compensation of \$280.00 per defective signal until all defects of the signal are remedied.
- Yearly signal inspections shall include: the cursory visual inspection of signal caissons, bolts, bolt tightening, steel, welds, and attachment hardware and signal conflict monitor testing. Any deficiencies found in bolt tightening and attachment hardware shall be corrected immediately. Any deficiencies in the structure shall be documented and brought to the attention of the project manager.

SH-95 (Sheridan) at:

70th Avenue
72nd Avenue
73rd Avenue
76th Avenue
80th Avenue
81st Place
84th Avenue
88th Avenue

SH 36 North Ramps
SH 36 South Ramps
87th Avenue Turnpike Drive

Number of Signals on SH-95 – 11

The monthly compensation provided to the City of Westminster for services described above shall be \$280.00 per signal per month.

**LOCAL AGENCY
ORDINANCE
or
RESOLUTION**

RESOLUTION

RESOLUTION NO. 12

INTRODUCED BY COUNCILLORS

SERIES OF 2008

Mayor - Dittman

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE COLORADO DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF TRAFFIC SIGNALS ON THE STATE HIGHWAY SYSTEM

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

WHEREAS, the City of Westminster is vitally interested in improving traffic flow on Sheridan Boulevard (State Highway 95); and

WHEREAS, the City desires to maintain traffic signals on State Highway 95 at the following locations:

West 70th Avenue and Sheridan Boulevard
West 72nd Avenue and Sheridan Boulevard
West 73rd Avenue and Sheridan Boulevard
West 76th Avenue and Sheridan Boulevard
West 80th Avenue and Sheridan Boulevard
West 81st Avenue and Sheridan Boulevard
West 84th Avenue and Sheridan Boulevard
West 87th Avenue (Turnpike Drive) and Sheridan Boulevard
West 88th Avenue and Sheridan Boulevard
U.S. 36 South Ramp and Sheridan Boulevard
U.S. 36 North Ramp and Sheridan Boulevard

WHEREAS, the Colorado Department of Transportation ("CDOT") shall reimburse the City of Westminster \$280.00 per month per signal for signal maintenance costs.

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

1. The Contract between the City and CDOT pertaining to traffic signal maintenance for certain signalized intersections on the State Highway System, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.

2. The City Manager is hereby authorized to execute and the City Clerk to attest to the attached Contract.

PASSED AND ADOPTED this 25th day of February, 2008.

ATTEST:

Linda George
City Clerk

Kenny Merrill
Mayor

APPROVED AS TO LEGAL FORM:

Mr. McCall
City Attorney

Exhibit C

Local Agency Rate Schedule

The State of Colorado shall pay the City of Westminster for the satisfactory operations and maintenance of traffic control devices under this Contract at the following rates:

Signals: 11 locations @ \$280.00 each per month	= \$ 3,080.00
	<hr/>
Monthly Total	\$ 3,080.00
	<hr/>
Annual Total	$\frac{x \quad 12}{\$36,960.00}$

SAMPLE BILATERAL CHANGE ORDER LETTER

Date: _____ State Fiscal Year: _____ Bilateral Change Order Letter No. _____

In accordance with Paragraph _____ of contract routing number _____, [your agency code here] _____, between the State of Colorado Department of or Higher Ed Institution [your agency name here] (_____ division) and _____ [Contractor's Name Here]

covering the period of [July 1, 20____ through June 30, 20____] the undersigned agree that the supplies/services affected by this change letter are modified as follows:

Services/Supplies

Exhibit _____, Schedule of Equipment for Maintenance or Schedule of Delivery, is amended by adding _____, serial numbers _____ and _____

Price/Cost

The maximum amount payable by the State for _____ [service] [supply] _____ in Paragraph _____ is (increased/decreased) by (\$ amount of change) to a new total of (\$ _____) based on the unit pricing schedule in Exhibit _____. The first sentence in Paragraph _____ is hereby modified accordingly; The total contract value to include all previous amendments, change orders, etc. is [\$ _____].

OR

The parties agree that the changes made herein are "no cost" changes and shall not be the basis for claims for adjustment to [price] [cost ceiling], delivery schedule, or other terms or conditions of the contract. The parties waive and release each other from any claims or demands for adjustment to the contract, including but not limited to price, cost, and schedule, whether based on costs of changed work or direct or indirect impacts on unchanged work. Controller approval of this "no cost" change is not required. _____ contractor initials. _____ Agency initials.

[Include this sentence: This change to the contract is intended to be effective as of _____, or on approval by the State Controller, whichever is later.]

Please sign, date, and return all copies of this letter on or before _____ 20____.

APPROVALS:

Contractor Name:

State of Colorado:
Bill Ritter, Jr., Governor

By: _____

By: _____

Date:

Name _____
Title _____

For the Executive Director/College President
Colorado Department of _____ or Higher Ed Institution

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for goods and/or services provided.

State Controller, Leslie M. Shencfelt

By: _____

Date: _____

SAMPLE OPTION LETTER

Date: _____ State Fiscal Year: _____ Option Letter No. _____

SUBJECT: [Amount of goods/level of service change]

In accordance with Paragraph(s) _____ of contract routing number _____, [your Agency code here], between the State of Colorado Department of or Higher Ed Institution [your agency name here _____], [_____ division], and

[Add Contractor's name here]

covering the period of [July 1, 20____ through June 30, 20____,] the state hereby exercises the option for [an additional one year's performance period at the (cost) (price) specified in Paragraph _____.] and/or [increase/decrease the amount of goods/services at the same rate(s) as specified in Paragraph/Schedule/Exhibit _____.]

The amount of funds available and encumbered in this contract is [increased/decreased] by [\$ amount of change] to a new total funds available of [\$ _____] to satisfy services/goods ordered under the contract for the current fiscal year [FY 0, ____]. The first sentence in Paragraph, _____ is hereby modified accordingly. The total contract value to include all previous amendments, option letters, etc. is [\$ _____].

APPROVALS:

State of Colorado:
Bill Ritter, Jr., Governor

By: _____ Date: _____
[Executive Director/College President]
Colorado Department of _____ or Higher Ed Institution _____

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for goods and/or services provided.

State Controller
Leslie M. Shanefelt

By: _____

Date: _____

BILATERAL CHANGE ORDER LETTER

Date: May 27, 2009 State Fiscal Year 2010-2013 Bilateral Change Order No. 1

In accordance with Paragraph A, Section 18 of contract routing number 08 HA6 00095 between the State of Colorado Department of Transportation and the City of Westminster covering the period of July 1, 2009 through March 10, 2013 the undersigned agree that the supplies/services by this change letter are modified as follows:

Service/Supplies

Exhibit C, Local Agency Rate Schedule is amended by revising the monthly cost to \$330.00 per location, the monthly total to \$3,630.00 and the annual total to \$43,560.00.

Price Cost

The maximum amount payable by the State for maintenance of CDOT's Traffic Signals listed in Exhibit A is increased by \$6,600.00 to a new annual total of \$43,560 based on the revised unit pricing schedule in Exhibit C. Section 4, Paragraph 8.1 is hereby modified accordingly; the total contract value to include all previous amendments, change orders, etc. is \$43,560.00.

OR

~~The parties agree that the changes made herein are "no cost" changes and shall not be the basis for claims for adjustment to price, cost ceiling, delivery schedule, or other terms or conditions of the contract. The parties waive and release each other from any claims or demands for adjustment to the contract, including but not limited to price, cost and schedule, whether based on costs of changed work or direct or indirect impacts on unchanged work. Controller approval of this "no cost" change is not required.~~

~~_____ Contractor initials. _____ Agency initials.~~

This change to the contract is intended to be effective as of July 1, 2009, or on approval by the State Controller, whichever is later.

Please sign, date and return all copies of this letter on or before July 1, 2009.

Contractor Name:

APPROVALS:

State of Colorado
Bill Ritter, Jr., Governor

By: _____
Name: J. Brent McFall
Title: City Manager

By: _____ Date: _____
For the Executive Director
Colorado Department of Transportation

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for goods and/or services provided.

State Controller, Leslie M. Shenefelt

By: _____
Date: _____



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
June 8, 2009



SUBJECT: Resolution No. 29 re Purchase of the .92-acre Spresser Property at 7490 Sheridan Boulevard for Open Space

Prepared By: Heather Cronenberg, Open Space Coordinator

Recommended City Council Action

Adopt Resolution No. 29 authorizing the purchase of the .92-acre parcel located at 7490 Sheridan Boulevard for \$345,000; and authorizing the City Manager to execute all documents required to close on the purchase of the property.

Summary Statement

- The Spresser property is a Priority 1 open space acquisition for the City's Open Space Advisory Board.
- The property is located at approximately 75th and Sheridan Boulevard (see attached site map).
- Acquisition would allow the City to expand the Little Dry Creek open space in South Westminster. Acquisition of this property will also enlarge the view corridor into the Little Dry Creek valley from Sheridan Boulevard.
- Staff has negotiated the purchase of the .92-acre parcel for a total price of \$345,000.

Expenditure Required: \$345,000 plus closing costs not to exceed \$5,000

Source of Funds: Open Space Bond Funds

Policy Issue

Does City Council approve the use of the open space bond funds for the purchase of the .92-acre parcel located at 7490 Sheridan Boulevard for open space?

Alternative

City Council could choose not to authorize the acquisition or the expenditure at this time. Staff does not recommend this option because allowing this parcel to develop would impact the Little Dry Creek Open Space area located to the south and east of this property. Should the City not acquire this parcel now, there is a threat that this property will develop as office space.

Background Information

The acquisition of the Spresser property will expand the current Little Dry Creek Open Space and prevent development from occurring directly next to open space. The City's Little Dry Creek open space area provides the citizens of south Westminster with recreational opportunities. It also protects wildlife habitat that is used by coyotes, red fox, and many species of birds and snakes. Acquisition of this parcel will also allow the City to remove the uninhabited structure that is currently on the property.

Staff has been negotiating to purchase the .92-acre Spresser property for open space for more than one year now. This property is on the market for \$389,000. Staff proposes acquiring the Spresser property for a total of \$345,000 with \$265,000 as the acquisition price plus \$65,000 towards reimbursement of development fees and \$15,000 towards a water tap fee, which can be re-used. The City's appraisal valued the property at \$250,000 or \$6.2/sf however, after reviewing the comparison sales and looking at other more recent sales in the area, Staff believes this value is on the low side. While this parcel is zoned office, not retail, there is reason to believe that pressure from the prices across the street in Shoenberg Farm could affect this parcel as some have been as high as \$15/sf. Staff believes paying \$265,000 as the acquisition price is a reasonable amount for this parcel. Dr. Spresser purchased this property along with another 2.36 acres to the east for a total of 3.30 acres in 2004. He purchased the entire parcel for \$465,000 and then sold the 2.36 acres to the City for open space for \$185,000. After this purchase, he was left with approximately .92 acres for \$280,000 or \$6.56/sf for what he currently owns.

Dr. Spresser purchased this parcel to open a chiropractor office in the current structure. In his quest to get the project entitled within the City of Westminster, Dr. Spresser incurred costs upwards of \$65,000 in development expenses. Dr. Spresser also spent \$15,000 to purchase a water tap from the City to use on this property. If another buyer is interested in purchasing this property for office use, the funds spent by Dr. Spresser in development expenses and for the water tap will be of value to the new buyer. If Council is supportive of this purchase at the total amount of \$345,000, Staff will direct the closing company to list the acquisition price of \$265,000 separately from the development expenses and water tap fee. Separating these expenses from the acquisition price will not create a sales price way above the appraised value that could be used as a comparison sale in future appraisals.

Once the City acquires the property, the improvements will be demolished and native grasses will be planted. The property will be open to the public to enjoy as a buffer to Little Dry Creek.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

- Resolution
- Vicinity Map

RESOLUTION

RESOLUTION NO. **29**

INTRODUCED BY COUNCILLORS

SERIES OF 2009

**A RESOLUTION
AUTHORIZING THE PURCHASE OF THE
.92-ACRE SPRESSER PROPERTY AT 7490 SHERIDAN BOULEVARD**

WHEREAS, the City of Westminster has negotiated with the Spresser family to purchase the .92-acre parcel at 7490 Sheridan Boulevard (the "Property") for \$345,000.

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

1. The City Council hereby authorizes the purchase of the Property for \$345,000.
2. The City Manager is hereby authorized to acquire such property interests consistent with applicable law, including the execution of all documents necessary to complete these purchases.
3. The City Manager shall be further authorized to incur reasonable costs associated with acquiring the properties in question, including, without limitations, contractual services, the cost of title examination, title insurance, appraisal fee payments mandated by statute, normal closing costs, filings fees and charges and all other related or incidental costs or expenses customarily associated with the acquisition of property.
4. This Resolution to be in full force and effect from and after its passage and approval.

PASSED AND ADOPTED this 8th day of June, 2009.

ATTEST:

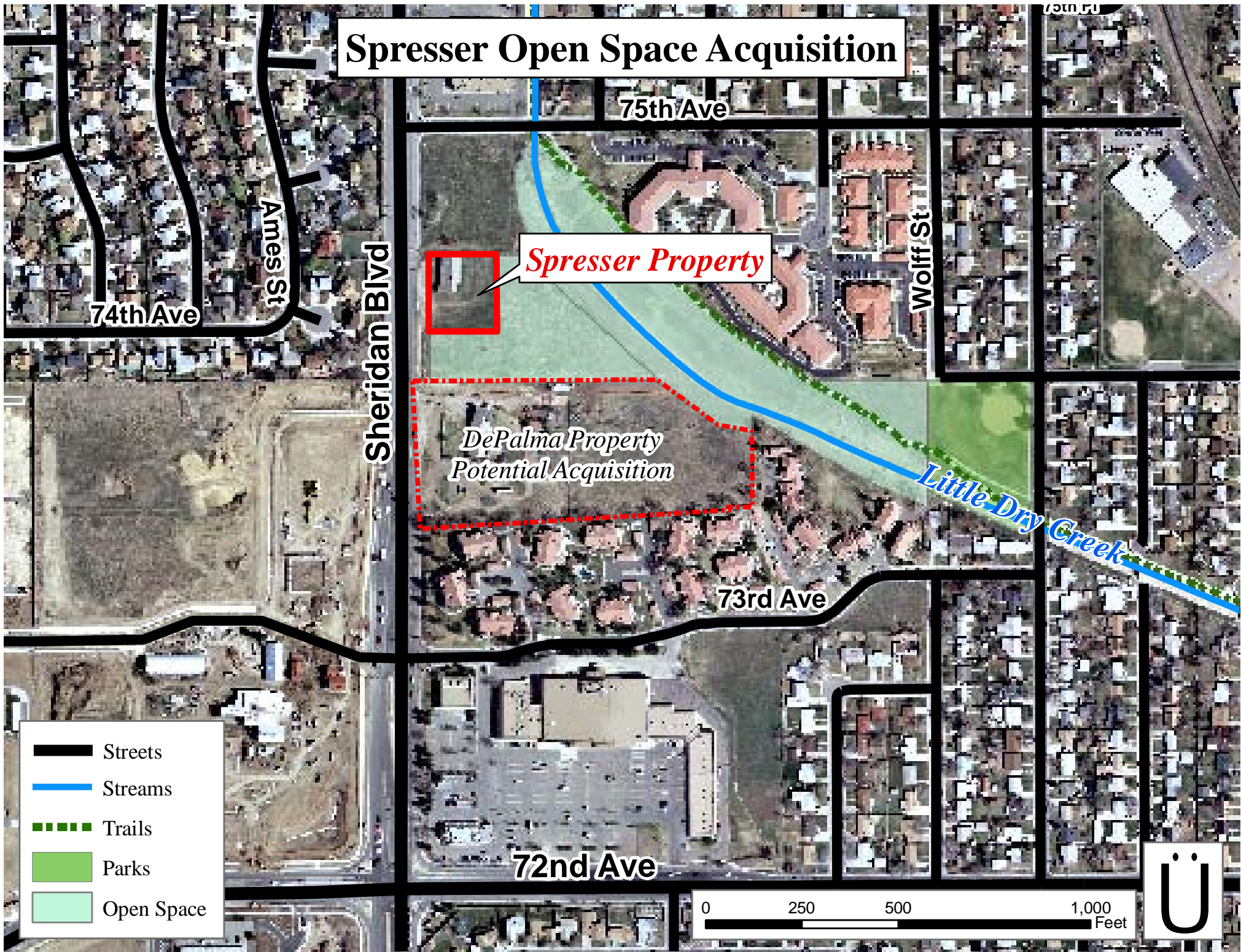
Mayor Nancy McNally

APPROVED AS TO LEGAL FORM

Linda Yeager, City Clerk

City Attorney's Office

Spresser Open Space Acquisition





Agenda Item 10 G

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
June 8, 2009



SUBJECT: Resolution No. 30 re Purchase of the 6.59-acre DePalma Property at 7370 Sheridan Boulevard for Open Space

Prepared By: Heather Cronenberg, Open Space Coordinator

Recommended City Council Action

Adopt Resolution No. 30 authorizing the purchase of the 6.59-acre parcel located at 7370 Sheridan Boulevard for \$1,300,000; and authorizing the City Manager to execute all documents required to close on the purchase of the property.

Summary Statement

- The DePalma property is a Priority 1 open space acquisition for the City's Open Space Advisory Board.
- The acquisition of this property will allow the City to expand the current Little Dry Creek Open Space in South Westminster and provide a view corridor into the open space from Sheridan Boulevard.
- Staff has negotiated the purchase of the 6.59-acre parcel for a total purchase price of \$1,300,000 (\$4.52 per square foot).
- The City has received a grant award in the amount of \$540,000 from Adams County to purchase this property.
- Adequate funds are available from the POST Bond Funds for this purchase.

Expenditure Required: \$1,300,000 plus closing costs not to exceed \$5,000

Source of Funds: Open Space Bond Funds (\$765,000)
Adams County Open Space Grant Funds (\$540,000)

Policy Issue

Does City Council approve the use of the open space bond funds for the purchase of the 6.59-acre parcel located at 7370 Sheridan Boulevard?

Alternative

City Council could choose not to authorize the acquisition or the expenditure at this time. Staff does not recommend this option because allowing this parcel to develop would eliminate the opportunity to preserve views into the Little Dry Creek Open Space area from Sheridan Boulevard. Should the City not acquire this parcel now, there is a threat that this property will develop as office space.

Background Information

The acquisition of the DePalma property will provide much needed open space for the residents in south Westminster, expand the current Little Dry Creek Open Space, provide a buffer to Little Dry Creek, and prevent development from occurring directly next to existing open space. It will also preserve a view into the Little Dry Creek valley from Sheridan Boulevard. The City's Little Dry Creek open space area provides the citizens of south Westminster and unincorporated Adams County with recreational opportunities. It also protects wildlife habitat that is used by coyotes, red fox, and many species of birds and snakes. Preservation of this parcel will prevent development from adversely interfering with the investments that have been made in the Little Dry Creek corridor by the City of Westminster and Adams County and will maintain the openness that currently exists along the creek.

Staff proposes acquiring the DePalma property for \$1,300,000 or \$4.52/sf. The City's first buyer's appraisal valued the property at \$2,100,000 or \$7.32/sf. However, Staff did not support this value as the appraisal based the value on retail use rather than the approved use of office. The City then commissioned a second appraisal that valued the property at \$1,080,000 or \$3.76/sf for office use. The Seller argued that there is retail development pressure on his property because of the new Shoenberg Farm development and the recently built Wal-Mart across the street. After receiving the second appraisal and negotiating with the Seller for over one year, the parties were able to come to an agreement on a price of \$1,300,000. Even though this amount is over the second appraised value, staff believes this offer is warranted based on the development pressure in this area. Staff recently had the second appraisal updated as it was over a year old. The most recent appraisal valued the property at \$1,150,000 or \$4.00/sf. This increase in value is due to more recent comparison sales for office use in the area.

There is a lack of open space available for the citizens of south Westminster as this area is an older part of the City and the most densely developed. The DePalma property is one of the last remaining parcels of its size available in this area of the City. The City's Council has publicly supported adding open space in south Westminster to serve area residents. Acquisition of this property for open space will protect approximately 386 linear feet along Sheridan Boulevard.

The property is currently rented out to residential users. Once the City acquires the property, the improvements will be demolished and native grasses will be planted. The property will be open to the public to enjoy as a buffer to Little Dry Creek.

The City recently received a grant award in the amount of \$540,000 from Adams County to help purchase this property. The funds for this purchase are available from the POST Bond issue approved by the voters in 2006. Funds from Adams County will be reimbursed after closing.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

- Resolution
- Vicinity Map

RESOLUTION

RESOLUTION NO. **30**

INTRODUCED BY COUNCILLORS

SERIES OF 2009

**A RESOLUTION
AUTHORIZING THE PURCHASE OF THE
6.59-ACRE DEPALMA PROPERTY AT 7370 SHERIDAN BOULEVARD**

WHEREAS, the City of Westminster has negotiated with the DePalma family to purchase the 6.59-acre parcel at 7370 Sheridan Boulevard (the "Property") for \$1,300,000.

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

1. The City Council hereby authorizes the purchase of the Property for \$1,300,000.
2. The City Manager is hereby authorized to acquire such property interests consistent with applicable law, including the execution of all documents necessary to complete these purchases.
3. The City Manager shall be further authorized to incur reasonable costs associated with acquiring the properties in question, including, without limitations, contractual services, the cost of title examination, title insurance, appraisal fee payments mandated by statute, normal closing costs, filings fees and charges and all other related or incidental costs or expenses customarily associated with the acquisition of property.
- 4: This Resolution to be in full force and effect from and after its passage and approval.

PASSED AND ADOPTED this 8th day of June, 2009.

ATTEST:

Mayor Nancy McNally

APPROVED AS TO LEGAL FORM

Linda Yeager, City Clerk

City Attorney's Office

DePalma Open Space Acquisition



74th Ave

Ames St

Sheridan Blvd

75th Ave

Wolf St

DePalma Property

Little Dry Creek

73rd Ave

72nd Ave

0 250 500 1,000 Feet





Agenda Item 10 H

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
June 8, 2009



SUBJECT: Resolution No. 31 re the Second Amendment to the South Sheridan Urban Renewal Plan

Prepared By: Tammy Hitchens, Finance Director
Robert Smith, Treasury Manager

Recommended City Council Action

Adopt Resolution No. 31 approving the Second Amendment to the South Sheridan Renewal Plan.

Summary

- By approving the attached resolution, Council approves the Second Amendment to the South Sheridan Urban Renewal Plan, which modifies the sales tax increment pledge within the urban renewal area boundaries and thereby releases excess sales tax increment from the urban renewal area per the terms of the Loan Agreement with Vectra Bank.
- Council approved the First Amendment to the Urban Renewal Plan on February 28, 2005. It was a minor amendment to the plan that modified the boundaries of the South Sheridan Urban Renewal Area to include certain rights-of-way on the east side of Sheridan Boulevard and the north side of 72nd Avenue necessary to complete the planned public improvements.

Expenditure Required: \$ 0

Source of Funds: N/A

Policy Issue

Does the City desire to amend the existing South Sheridan Urban Renewal Plan?

Alternative

Decline or delay approval of the amendment resolution. This is not recommended as it would result in the City not receiving excess sales tax increment, which is critical to maintaining General Fund services.

Background Information

On March 29, 2004, Council approved the South Sheridan Urban Renewal Plan (Plan). Subsequent to the approval of the Plan, the Westminster Economic Development Authority (WEDA) issued, in June 2007, \$8,320,000 of variable rate tax increment revenue bonds. The bonds were issued to fund various public infrastructure projects in the Urban Renewal Area (URA) including realignment of Sheridan Boulevard, reconstruction of the Sheridan Boulevard and 72nd Avenue intersection and construction of about 8,000 linear feet of brick architectural walls along portions of both Sheridan Boulevard and 72nd Avenue.

As a means to market the variable rate bonds, the bonds were issued with a direct pay letter of credit (LOC) from DEPFA Bank (DEPFA), with the underlying credit of the bank ensuring payment on the bonds. Due to a downgrade in the credit rating of DEPFA to below investment grade, the bonds converted into "bank bonds." A Staff Report, dated January 12, 2009, was presented to the Council and Board, apprising them of the "bank bond" issue with DEPFA on certain WEDA debt issues. In summary, WEDA's Series 2007 tax exempt variable rate debt issue is backed by a LOC agreement with DEPFA. After remarketing efforts failed to find investors for the bonds due to the credit downgrades of DEPFA by the rating agencies, the bonds converted to "bank bonds," which meant DEPFA was obligated, under the terms of the LOC, to buy the bonds. As a result of this event, Staff has been working with the City's underwriter, Stifel Nicolaus, & Company, to find a long-term solution that maintains competitive interest costs and preserves fund balance.

Since the January Staff Report, the underwriter and Staff entered into negotiations with Vectra Bank to obtain a loan from the bank, the proceeds of which would be used to refund the WEDA Series 2007 (South Sheridan URA) bonds. A significant benefit of the loan with Vectra Bank is the ability of the City to retain excess sales and use tax revenues, which under the terms of the existing bond indenture is not permitted. The Second Amendment to the Plan incorporates the terms of the loan for the release of excess sales tax increment revenues, which currently must be kept and spent only within the urban renewal area. This key feature of the loan agreement may provide the general fund with excess sales tax revenues beginning in 2010. Staff forecasts about \$500,000 in excess tax increment in 2010. After the final payment has been made under the terms of an economic development agreement with Shoenberg Ventures the projected surplus is estimated to be about \$2 million. The ability for the City to receive any excess sales tax revenues is particularly important during the current economic climate, which has the City adjusting revenue projections from the 2009/2010 Budget forecasts downward.

The loan agreement with Vectra Bank will mature in 2029. However, the interest rate on the loan is fixed only until June 15, 2012. The economic recovery is anticipated to gradually occur over the next several years, which will impact the new interest rate on the loan that will be set three years hence. Staff and WEDA's underwriter will be assessing opportunities to refinance the Vectra Bank loan (which the City has the authority to do under the terms of the agreement) for the South Sheridan Urban Renewal Area (URA) as conditions in the capital markets evolve over the next several years. As Staff and the Underwriter evaluate these opportunities, Council and the WEDA Board will be apprised of any opportunities to refinance the loan.

SUBJECT: Resolution re Second Amendment to South Sheridan Urban Renewal Plan Page 3

Staff and the Underwriter will be available at the City Council meeting on June 8th to answer City Councillor questions.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments: Resolution
Second Amendment to the South Sheridan Urban Renewal Plan

RESOLUTION

RESOLUTION NO. **31**

INTRODUCED BY COUNCILLORS

SERIES OF 2009

**A RESOLUTION
CONCERNING THE WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY AND
AUTHORIZING THE SECOND AMENDMENT TO SOUTH SHERIDAN URBAN RENEWAL
PLAN AND OTHER ACTIONS IN CONNECTION THEREWITH**

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

WHEREAS, pursuant to Resolution No. 21, adopted on March 29, 2004, as amended by Resolution No. 13 adopted on February 28, 2005 (the "First Amendment"), the City approved the South Sheridan Urban Renewal Plan (collectively, the "Original Plan") pursuant to the Colorado Urban Renewal Law; and

WHEREAS, Section 31-25-107(7), C.R.S. allows the City Council to modify the Plan at any time without being subject to the notice and blight finding requirements of Section 31-25-107, C.R.S. provided that such modification will not substantially change the Plan in land area, land use, design, building requirements, timing, or procedure, as previously approved; and

WHEREAS, the City wishes to amend the Original Plan concerning the allocation of sales tax revenues in the form of the Second Amendment to South Sheridan Urban Renewal Plan (the "Plan Amendment") that will be an insubstantial modification of the Original Plan; and

WHEREAS, the Plan Amendment is attached hereto as Exhibit A and incorporated herein by this reference.

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

Section 1. Findings Relating to the Plan Amendment. The City Council hereby finds and determines that the modifications to the Original Plan to be made by the Plan Amendment will not substantially change the Original Plan in land area, land use, design, building requirements, timing or procedure, as previously approved, for purposes of Section 31-25-107, Colorado Revised Statutes.

Section 2. Approval and Authorization of the Plan Amendment. The form of the Plan Amendment is hereby approved. Except as amended by Plan Amendment, the Plan shall remain unchanged in all other respects and shall remain in full force and effect.

Section 3. General Repealer. All prior resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 4. Effectiveness. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED on June 8, 2009.

CITY OF WESTMINSTER, COLORADO

Mayor

ATTEST:

APPROVED AS TO LEGAL FORM

City Clerk

City Attorney

STATE OF COLORADO)
) SS.
CITY OF WESTMINSTER)

I, the City Clerk of the City of Westminster, Colorado, do hereby certify that:

1. The foregoing pages are a true and correct copy of a resolution (the "Resolution") passed and adopted by the City Council (the "Council") at a regular meeting held on June 8, 2009.

2. The Resolution was duly moved and seconded and the Resolution was adopted at the meeting of June 8, 2009, by an affirmative vote of a majority of the members of the Council as follows:

Name	"Yes"	"No"	Absent	Abstain
Nancy McNally				
Chris Dittman				
Bob Briggs				
Mark L. Kaiser				
Mary Lindsey				
Scott Major				
Faith Winter				

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

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

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

6. Notice of the meeting of June 8, 2009, in the form attached hereto as Exhibit B, was posted at the Westminster City Hall, 4800 West 92nd Avenue, in the City, not less than twenty-four (24) hours prior to the meeting in accordance with law.

WITNESS my hand and the seal of the City affixed on June 8, 2009.

City Clerk

(SEAL)

Exhibit A

(Form of Second Amendment to Plan)

CITY OF WESTMINSTER

SOUTH SHERIDAN UBRAN RENEWAL PLAN

ORIGINALLY APPROVED MARCH 29, 2004

FIRST AMENDMENT DATED FEBRUARY 28, 2005

SECOND AMENDMENT DATED JUNE 8, 2009

This Second Amendment to South Sheridan Urban Renewal Plan dated June 8, 2009, amends the South Sheridan Urban Renewal Plan originally approved and previously amended, and amends and restates Article 5.1 to read as follows:

5.1 Tax Increment Financing. The primary method of financing the projects undertaken in furtherance of this Plan shall be the use of sales tax and property tax increment financing pursuant to Section 31-25-107(9), C.R.S. which is by this reference incorporated herein as if set forth in its entirety. If there is any conflict between the Urban Renewal Law and this Plan, the provisions of the Urban Renewal Law shall control. All property and sales taxes collected within the South Sheridan Urban Renewal Area (the "Area") shall be divided as follows:

(a) That portion of property and sales taxes equal to the amount collected within the boundaries of the Area in the twelve month period ending on the last day of the month prior to the effective date of the approval of this Plan shall be paid into the funds of each public body as are all other taxes collected by and for such public body.

(b) Except as WEDA may legally provide otherwise under the Urban Renewal Law, the portion of such property taxes in excess of the amounts described in paragraph (a) above shall be allocated to and when collected paid into a special fund (the "Special Fund") to fund WEDA's obligations with respect to any project including payment of the principal of, the interest on and any premiums due in connection with the bonds, loans or advances to, or indebtedness incurred by (whether funded, refunded, assumed or otherwise) WEDA for financing or refinancing in whole or in part the reinvestment projects or applicable redevelopment agreements.

(c) Except as WEDA may legally provide otherwise under the Urban Renewal Law, the portion of such sales taxes in excess of the amounts described in paragraph (a) above shall be allocated to and when collected paid as described in this paragraph (c). There shall be paid into the Special Fund the lesser of (i) that portion of the City sales tax at a rate of 3.00%; or (ii) the sales tax rate specified in any loan agreement, bond indenture, bond resolution, or other agreement pursuant to which WEDA borrows money for the project. The balance of the City sales tax above the rate specified in the preceding sentence shall be paid into the funds of the City.

(d) When such bonds, loans, advances, and indebtedness, if any, including interest thereon and any premiums due in connection therewith have been paid but in no event later than 25 years following the adoption of this Plan for the construction of the projects improvements, any excess property and sales tax collections not allocated pursuant to this paragraph or any Cooperation Agreement between WEDA and the City or other taxing jurisdiction shall be paid into the funds of said jurisdiction

or public body. Unless and until the total property and sales tax collections in the Area exceed the base year property and sales tax collections in the Area as provided in paragraph (a) above all such property and sales tax collections shall be paid into the funds of the appropriate public body. WEDA reserves the right to enter into Cooperation Agreements with select taxing jurisdictions relative to allocation of incremental tax revenues.

(e) The adoption of this Plan shall be deemed an adoption of a provision that taxes if any levied after the effective date of the approval of this Plan upon taxable property in the Area shall be divided among WEDA and various taxing entities for a period of 25 years thereafter or such lesser period as provided in Section 31-25-107(9), C.R.S. or in any Cooperation Agreement between WEDA and a county, school district, the City or a special district.

(f) WEDA and the City may by Cooperation Agreement or other agreement provide for the method by which sales tax increments shall be allocated and paid to WEDA pursuant to the provisions of this Plan and the Urban Renewal Law. Such agreements and similar agreements between WEDA and other public bodies may provide for additional assistance by the City and cooperation between WEDA and the City in support of the projects as may be more fully set forth in the provisions of such Cooperation Agreement or any other agreement.

Exhibit B

(Form of Notice of Meeting)



WESTMINSTER
COLORADO

Agenda Item 10 I

Agenda Memorandum

City Council Meeting
June 8, 2009



SUBJECT: Resolution No. 32 re Refinancing \$7,904,000 of the WEDA Series 2007 Bonds Issued for the South Sheridan Urban Renewal Area

Prepared By: Robert Smith, Treasury Manager

Recommended City Council Action

Adopt Resolution No. 32 that approves a Cooperation Agreement with WEDA and that provides that the Council will consider requests to fund deficiencies in the WEDA reserve fund.

Summary

- By approving the attached resolution, Council approves the Cooperation Agreement between the Authority and the City.
- Adoption by the City Council of the Replenishment Resolution is required to complete the part of the loan structure known as the "moral obligation." Council previously adopted the prior Replenishment Resolution for the 2007 WEDA bonds and the updated Reimbursement Resolution needs approval for this refinancing.
 - The basis of the resolution is such that if, at any time, the balance in the WEDA Reserve Fund falls below the required Reserve Requirement as defined in the loan agreement the City Manager will request that Council budget, appropriate, and transfer to Vectra Bank the funds necessary to replenish these reserves. Because the Replenishment Resolution is subject to annual appropriation, it does not constitute a multi-year fiscal obligation, and therefore is not subject to TABOR requirements.
 - This resolution is necessary to minimize interest costs. Because of the expected revenues WEDA will realize from tax increment in the South Sheridan URA, Staff does not anticipate the need for the City to ever transfer funds at any time.
 - Staff has had discussions with the credit rating agencies in the fall of 2004 and again in 2007 about the impact on the City's credit rating of issuing a moral obligation pledge for the WEDA debt. The agencies have told City officials that the City's credit rating will not be affected by creating these "moral obligations" for WEDA debt. The City's credit rating has not been affected under the existing moral obligation pledges.
- The Cooperation Agreement between the City and the Authority provides for WEDA to repay the City for any funds advanced to it, if tax increment revenue is available after other debts are paid. This would permit recovery by the City of any amounts paid by the City to replenish the Reserve Fund. Council previously adopted the prior Cooperation Agreement in connection with the WEDA Series 2007 bonds.

Expenditure Required: \$ 0

Source of Funds: N/A

Policy Issues

Does the City desire to provide its non-binding moral obligation pledge to replenish the reserve fund on the WEDA loan in the event it is drawn down to meet debt service requirements?

Does the City desire to participate in the WEDA Cooperation Agreement?

Alternatives

1. Decline or delay approval of the replenishment resolution. This is not recommended. Although non-binding, this would not be viewed favorably by the bank and would result in the failure of the refinancing.
2. Decline or delay approval of the Cooperation Agreement. This is not recommended, as it will result in the failure of the refinancing.

Background Information

On January 12, 2009, a Staff Report was presented to the Council and Board, apprising them of the “bank bond” issue with DEPFA Bank (DEPFA) on certain WEDA debt issues. In summary, WEDA’s Series 2007 tax exempt variable rate debt issue is backed by a Letter of Credit (LOC) agreement with DEPFA. After remarketing efforts failed to find investors for the bonds due to credit downgrades, to below investment grade, of DEPFA Bank by the rating agencies as a result of the financial crisis, the bonds converted to “bank bonds,” which means DEPFA was obligated, under the terms of the LOC, to buy the bonds. As a result of this event, Staff has been working with the City’s underwriter, Stifel Nicolaus, & Company, to find a long-term solution that reduces interest costs and preserves fund balances compared to the terms of debt service under DEPFA’s LOC agreement.

Since the January Staff Report, a commitment sheet with Vectra Bank was signed to negotiate a term loan to refund the WEDA Series 2007 (South Sheridan Urban Renewal Area) debt issue. Under the initial terms of this loan agreement, Vectra Bank would provide WEDA with a loan maturing in 2029 sufficient to purchase the \$7,904,000 bank bonds from DEPFA and to pay other costs associated with refunding the WEDA Series 2007 bonds. The interest rate on the loan will be fixed for the first three years of the loan, with a reset date of June 15, 2012. An updated Reimbursement Resolution and Cooperation Agreement also need to be approved by the City.

The Replenishment Resolution of the City states that if the balance in the WEDA Reserve Fund, maintained at the Bank per the loan agreement, falls below the required Reserve Requirement as defined in the agreement, currently estimated to be \$657,935, the City Manager will request that Council budget, appropriate, and transfer to Vectra Bank the funds necessary to replenish these reserves. The Cooperation Agreement states in part that WEDA agrees to repay the City for any such payment the City makes to replenish the Reserve Fund to the Reserve Requirement amount. The Cooperation Agreement requires the approval by both the City and WEDA.

Market acceptance of the value of a promise to pay by a local unit of government is a recent phenomenon. Because the City's credit rating is AA/AA-, the word of the City has merit and can and should be used to reduce the costs and improve the credit worthiness of the Authority's (WEDA) borrowings. The moral obligation is a promise to request Council, subject to annual appropriation, to replenish the Reserve Fund balance to the Reserve Requirement stipulated in the loan agreement between WEDA and the Bank. It is non-binding and thus does not constitute a multiple fiscal-year obligation.

SUBJECT: Resolution re Refinancing 2007 Series WEDA Bonds for South Sheridan URA Page 3

Staff does not anticipate the need to trigger the City's moral obligation, as defined in the Reimbursement Resolution, to replenish the Reserve Fund at any time. The forecasts for the tax increment revenues for the various commercial developments within the South Sheridan URA significantly exceed the anticipated debt service requirements.

A significant benefit of the loan with Vectra Bank is the ability of the City to retain excess sales and use tax revenues, which under the terms of the existing bond indenture is not permitted. The ability for the City to retain potential excess sales tax revenues is particularly important during the current economic climate, which has the City adjusting revenue projections from the 2009/2010 Budget forecasts downward.

The economic recovery is anticipated to gradually occur over the next few years and Staff will be evaluating opportunities to refinance the Vectra Bank Loan to WEDA - South Sheridan prior to the end of the initial fixed interest rate period in 2012. As Staff and the Underwriter assess these opportunities, Council and the WEDA Board will be apprised of the situation.

Staff and the Underwriter will be available at the City Council meeting on June 8th to answer City Councillor questions.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

RESOLUTION

RESOLUTION NO. 32

INTRODUCED BY COUNCILLORS

SERIES OF 2009

**A RESOLUTION
CONCERNING THE WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY AND ITS
LOAN AGREEMENT WITH VECTRA BANK COLORADO; AUTHORIZING AND
DIRECTING ACTIONS BY THE CITY MANAGER WITH RESPECT TO THE PREPARATION
OF REQUESTS TO THE CITY COUNCIL FOR APPROPRIATION OF FUNDS FOR THE
REPLENISHMENT OF CERTAIN FUNDS PERTAINING THERETO; AUTHORIZING THE
2009 COOPERATION AGREEMENT; AND OTHER ACTIONS TAKEN BY THE CITY IN
CONNECTION THEREWITH**

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

WHEREAS, pursuant to Resolution No. 21, adopted on March 29, 2004 as amended by Resolution No. 13 adopted on February 28, 2005, the City approved the South Sheridan Urban Renewal Plan (the "Plan") pursuant to the Colorado Urban Renewal Law; and

WHEREAS, the Authority has previously issued its Tax Increment Adjustable Rate Revenue Bonds (South Sheridan Urban Renewal Project) Series 2007 in the original aggregate principal amount of \$8,320,000, and presently outstanding in the aggregate principal amount of \$7,904,000 (the "Prior Bonds"), for the purpose of financing the acquisition, construction and equipping of the project described in the Plan (the "Urban Renewal Project"); and

WHEREAS, the Authority is entering into a Loan Agreement (the "Loan Agreement") with Vectra Bank Colorado ("Vectra") to obtain a loan in the principal amount of not to exceed \$8,100,000 (the "Loan") in order to finance the costs of refunding the Prior Bonds (the "Refunding Project"); and

WHEREAS, pursuant to a Cooperation Agreement (the "2009 Cooperation Agreement") between the City and the Authority, the City will agree, subject to conditions specified in the 2009 Cooperation Agreement, to loan funds to the Authority for the Refunding Project and deposit to certain funds in accordance with the Loan Agreement; and

WHEREAS, there will be created under the Loan Agreement a reserve fund (the "Reserve Fund") that will be funded initially in the amount of the Reserve Requirement (as defined in the Loan Agreement), and is required to be maintained at such amount to be used as a reserve against deficiencies in the payment of principal of or interest on the Loan and in certain other payments; and

WHEREAS, the Loan Agreement contemplates that if, at any time, the Reserve Fund is not funded at the Reserve Requirement, the Lender (as defined in the Loan Agreement) shall notify the City Manager of any deficiency and the City Manager shall request that the City Council advance sufficient funds pursuant to the 2009 Cooperation Agreement to restore the Reserve Fund to the Reserve Requirement immediately thereafter; and

WHEREAS, the City Council wishes to make a non-binding statement of its present intent with respect to the appropriation of funds for the replenishment of the Reserve Fund, and to authorize and direct the City Manager to take certain actions for the purpose of causing requests for such appropriations to be presented to the City Council for consideration; and

WHEREAS, the form of the 2009 Cooperation Agreement is on file with the City Clerk.

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

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

Section 2. Repayment of Amounts Appropriated. In the event that the City Council appropriates funds as contemplated by Section 1 hereof, any amounts actually advanced shall be treated as an obligation under the 2009 Cooperation Agreement and shall be repaid by the Authority, with interest thereon, but shall be payable from and secured solely by the Pledged Revenue of the Authority, as provided in the 2009 Cooperation Agreement, on a basis expressly subordinate and junior to that of the Loan and any obligations secured under the Loan Agreement.

Section 3. Limitation to Loan and Other Obligations Originally Secured by Loan Agreement. Unless otherwise expressly provided by a subsequent resolution of the City Council, the provisions of this Resolution shall apply only to the Reserve Fund originally established in connection with the Loan and shall not apply to any other additional obligations.

Section 4. Approval and Authorization of the 2009 Cooperation Agreement. The form of the 2009 Cooperation Agreement is hereby approved. The City shall enter into and perform its obligations under the 2009 Cooperation Agreement, in the form of such document as is on file with the City Clerk, with only such changes therein as are not inconsistent herewith. The City Manager is hereby authorized and directed to execute the 2009 Cooperation Agreement on behalf of the City, and the City Clerk is hereby authorized to attest to the 2009 Cooperation Agreement.

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

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

PASSED AND ADOPTED June 8, 2009.

CITY OF WESTMINSTER, COLORADO

Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

City Clerk

City Attorney

STATE OF COLORADO)
) SS.
 CITY OF WESTMINSTER)

I, Linda Yeager, the City Clerk of the City of Westminster, Colorado, do hereby certify that:

1. The foregoing pages are a true and correct copy of a resolution (the "Resolution") passed and adopted by the City Council (the "Council") at a regular meeting held on June 8, 2009.

2. The Resolution was duly moved and seconded and the Resolution was adopted at the meeting of June 8, 2009, by an affirmative vote of a majority of the members of the Council as follows:

Name	"Yes"	"No"	Absent	Abstain
Nancy McNally				
Chris Dittman				
Bob Briggs				
Mark L. Kaiser				
Mary Lindsey				
Scott Major				
Faith Winter				

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

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

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

6. Notice of the meeting of June 8, 2009, in the form attached hereto as Exhibit A, was posted at the Westminster City Hall, 4800 West 92nd Avenue, in the City, not less than twenty-four (24) hours prior to the meeting in accordance with law.

WITNESS my hand and the seal of the City affixed June 8, 2009.

 City Clerk

(SEAL)

Exhibit A

(Form of Notice of Meeting)



**WESTMINSTER
COLORADO**

Agenda Memorandum

City Council Meeting
June 8, 2009



SUBJECT: Resolution No. 33 re Formation of the North Area Transportation Alliance

Prepared By: Matt Lutkus, Deputy City Manager

Recommended City Council Action

1. Adopt Resolution No. 33 approving the City's participation in the North Area Transportation Alliance.
2. Approve the City's 2009 membership contribution of \$3,000.
3. Appoint Mayor Nancy McNally as the City's representative to NATA and Deputy City Manager, Matt Lutkus, as the alternate member.

Summary Statement

In December 2008, the City of Thornton facilitated a meeting with elected and appointed officials from Adams and Weld Counties, cities and towns located within the greater Interstate 25 North Corridor, several business leaders and other interested parties. The purpose of the meeting was to review the current status of the Regional Transportation District's (RTD) FasTracks Program as it relates to the North Metro Commuter Rail Line and to determine the actions that these civic and business leaders should be taking to press for the completion of this project.

During the first several months of 2009, this group has met two additional times. In addition, a steering committee representing several of these government entities and private sector businesses has met to develop a consensus on further actions to recommend to the larger group.

As a result of these meetings, the group known as the North Area Transportation Alliance (NATA) has increased the scope of their interest from the North Metro Rail Line to interest in a variety of transportation modes in a much larger area extending roughly from Highway 287 on the west to US 85 on the east and I-70 on the south to approximately the Boulder / Larimer County line extended on the north.

Based on the recommendations of the NATA Steering Committee, all participating public organizations are currently being asked: to approve by Council resolution a Memorandum of Understanding (MOU) to officially create NATA, to approve the financial contribution for the startup of this organization and, for those entities that have representatives on the Steering Committee, to appoint a member and alternate member to this committee.

At the Council's June 1, 2009, Study Session, Council discussed the City's participation in NATA and directed City Staff to place this resolution on the June 8 Council agenda for formal consideration.

Expenditure Required: \$3,000

Source of Funds: General Fund - Central Charges Operating Budget

Policy Issue

Does City Council wish to continue to devote City resources in terms of a financial contribution and Council and Staff time to the creation and on-going activities of the North Area Transit Alliance?

Alternatives

1. City Council could decide not to continue to participate in NATA.
2. The City Council could decide to participate in NATA through the adoption of the Memorandum of Understanding and a financial contribution but limit its involvement to just those areas focused on improvements to the North Metro Commuter Rail Corridor and improvements to Interstate 25.
3. The City Council could approve the Memorandum of Understanding but decline to make a financial contribution to this organization in 2009 due to budgetary constraints.

City Staff believe that City Council should support the efforts of NATA at least to the level at which this organization pursues funding and public support for the North Metro Commuter Rail Line and improvements to Interstate 25.

Background Information

In late 2008, Thornton Mayor Erik Hansen invited other communities to participate with Thornton in efforts to garner additional support and funding for the full build-out of the FasTracks North Metro Commuter Rail Line as approved by District voters in 2004. The major impetus for setting up this meeting was the release of the most recent financial report from RTD that showed that, based on current revenue and expenditure projections, there would not be sufficient funding available in the FasTracks budget to complete the North Metro and Northwest Commuter Rail Lines and the I-225 Light Rail Line. Approximately 50 people representing north area cities and towns, Weld and Adams Counties, the State of Colorado, RTD and the private sector attended the meeting held at Thornton City Hall on December 11, 2008. This group met again on February 5, 2009, and decided at that point to create a smaller steering committee that consisted of the entities that were most directly impacted. Public sector members that continue to have at least some level of involvement in this organization are Adams and Weld Counties, the City and County of Broomfield, Brighton, Commerce City, Dacona, Federal Heights, Frederick, Firestone, Erie, Northglenn, Longmont, Thornton and Westminster. Other entities that have been involved through attendance at various meetings include the Metro North Chamber of Commerce, Adams County Economic Development and School District 12.

Through the subsequent meetings of the larger group and the Steering Committee, the focus of the group has evolved from a specific interest in the North Metro Rail Line to much broader transportation interests in a fairly large area described earlier in this memorandum. The current thinking of many on the Steering Committee is to include not just support for I-25 improvements and the completion of the North Metro Rail Line but also to promote support and funding for other roadways such as Highways 7 and 2, and US 85 and for a future extension of FasTracks beyond the voter approved North Metro Line. The major advantage to expanding the area and the number of entities involved is that it has the potential for significantly increasing the political clout of NATA. The major disadvantages would be the lack of a clear focus and direction on a specific project and the challenges inherent in obtaining consensus from such a large and diverse group.

Attached for City Council's review is a document that describes the mission, membership and structure of the organization. This includes a schedule of the proposed membership fees for 2009. Under this formula, Westminster's contribution would be \$3,000.

It is anticipated that the initial contributions are needed to establish NATA but that more substantial contributions would be needed in future years if the organization were to contract for lobbying services in Washington, D.C. In the way of background, the US 36 Mayors' and Commissioners' Coalition (MCC) currently contracts with Dutko as its Washington lobbyist for an annual fee of \$110,000.

As it is currently structured, the larger NATA organization consists of any representatives or members of the public who wish to attend its general meetings. The smaller group that is formally created under the Memorandum of Understanding is the Steering Committee that will have representatives from some of the counties, cities and towns in the greater North I-25 Corridor as well as members representing the private sector. Although many members of the current Steering Committee felt strongly that the public entity representatives should be elected officials, they did agree to Mayor McNally's request that the governing rules allow for staff persons to also serve as members of this group. As currently outlined in the attached "Mission, Membership and Organizational Principles," each public entity must be represented by an elected official; however, either an elected official or an appointed staff person may serve as an alternate on the Steering Committee. If Council agrees to continue the current representation from the City, Mayor McNally would serve in the elected member's position and Deputy City Manager, Matt Lutkus, would serve as the alternate.

If this Memorandum of Understanding is approved by enough of the governmental entities to make this a worthwhile endeavor, NATA will be formally created. At that point, the Steering Committee will begin work on a set of bylaws that will address more of the detailed administrative and operational details of the organization. The bylaws will likely address such matters as joining the organization and termination of membership, approval of changes to the membership contributions, financial accountability, frequency of meetings, authority to speak for the organization and sign contracts, and the decision-making process, i.e., consensus or majority vote.

Participation in an organization such as NATA coincides with the City's Strategic Planning Goals of Financially Sustainable City Government Providing Exceptional Services and Vibrant Neighborhoods and Commercial Areas by supporting transportation systems that further improve the City's tax base and enhance economic opportunities in the community.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

RESOLUTION

RESOLUTION NO. 33

INTRODUCED BY COUNCILLORS

SERIES OF 2009

**A RESOLUTION
APPROVING A MEMORANDUM OF UNDERSTANDING
AMONG PUBLIC AND PRIVATE ENTITIES TO FORM
THE NORTH AREA TRANSPORTATION ALLIANCE (“NATA”)**

WHEREAS, the Denver region currently serves as home to 2.5 million people and another 1 million are expected to move to the metro area by 2030; and

WHEREAS, by 2030, a large number of the 1 million people moving to this area are anticipated to locate in communities north of Interstate 70 that rely on north Interstate 25 as a major transportation corridor; and

WHEREAS, north Interstate 25 has significant congestion issues now and the expected increase in transportation demand will only serve to increase this problem; and

WHEREAS, transportation improvements in the north metro area are key to future economic development, improving mobility, and reducing traffic congestion in the north metro area; and

WHEREAS, the RTD FasTracks program approved by the voters in 2004 planned to provide commuter rail service to the entire Denver metro area, including three lines to serve the geographic area north of I-25 through the North Metro Line, Northwest Rail and I-225 Corridor and to provide bus rapid transit improvements along US 36 by 2017; and

WHEREAS, it now appears that these lines will not be built by RTD FasTracks until 2034 or later thereby exacerbating the transportation problems for commuters in the north metro area and potentially limiting the future economic development potential of this area; and

WHEREAS, with no significant improvements planned to address congestion on north I-25 until after 2035, the communities whose residents and employers rely on north I-25 as the major transportation corridor desire to form a partnership of public and private entities in the north I-25 corridor to identify, develop, advocate and lobby for transportation solutions that will enhance mobility, drive economic development and reduce traffic congestion in the north metro area; and

WHEREAS, a key objective of NATA is to provide an arena for the communities and employers who rely on the transportation systems along the north I-25 Corridor and within the NATA geographic area to serve their residents and employees to discuss key topics affecting transportation and take action to further enhance mobility, drive economic development, and reduce traffic congestion in the north metro area.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WESTMINSTER that the City agrees to the formation of and its participation in the North Area Transportation Alliance whose mission, membership, and organizational principles are set forth in Exhibit A attached hereto and incorporated herein. Furthermore, the City Council understands that, if NATA is created, a set of bylaws will be prepared and approved by the NATA Steering Committee. Further, the Memorandum of Understanding may be executed in counterparts, each of which shall be effective and that together shall constitute one and the same instrument.

PASSED AND ADOPTED this 8th day of June, 2009.

Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

City Clerk

City Attorney

NORTH AREA TRANSPORTATION ALLIANCE
DRAFT May 14, 2009
MISSION, MEMBERSHIP, ORGANIZATION

Mission

Statement: The North Area Transportation Alliance (NATA) is a partnership of public and private entities in the NORTH I-25 CORRIDOR working to identify, develop, advocate and lobby for transportation solutions that will enhance mobility, drive economic development and reduce traffic congestion in the north metro area.

Membership: The philosophy of "membership" is one of inclusion – local governments, economic development organizations, business organizations, educational and other non-profit organizations within the North Metro and northern Front Range areas interested in supporting transportation issues along the North I-25 Corridor and within the NATA geographic area. Private sector, economic development and non-profit members will be recruited with the assistance of the locally elected members of NATA.

- **Founding Members** - Adams and Weld Counties; City & County of Broomfield; cities of Brighton, Commerce City, Dacono, Federal Heights, Frederick, Firestone, Erie, Northglenn, Longmont, Thornton, and Westminster; the Metro North Chamber; and Adams County Economic Development. Additional members representing public and private organizations are welcome.
- **Voting Members** - Each member shall have a representative and alternate, at least one of which shall be an elected official; all other organizations may have one representative.
- **Term of voting member** - one year
- **Ex-officio Members** - Representatives from the following who are invited to all NATA meetings, will be provided full materials and given access to the organization but are not voting members:
 - Staff representatives from Congressional District 2, District 4 and District 7
 - Staff representatives from Senator Udall and Senator Bennett's office
 - State legislators from the NATA region
- **Governance** - NATA voting members shall elect a Chair and Vice-Chair to officiate the general membership meetings. The Chair and Vice-Chair shall be authorized to speak on behalf of NATA to communicate the positions approved by NATA with respect to various transportation issues. The Chair and Vice-Chair shall be members of the Steering Committee.

Steering

Committee: Because a key objective of NATA is to represent a large and diverse power base, it is anticipated that the membership roster of NATA will be relatively large. Therefore, in order to operate efficiently, a Steering Committee shall be formed from the membership to discuss key topics affecting transportation along the North I-25 Corridor and within the NATA geographic area to ensure that the work of NATA is aggressively pursued. The Steering Committee will meet more frequently than the full membership to review and discuss key topics and strategies, review and recommend actions, take actions consistent with full membership direction, and set the agenda for the full membership meetings. The Steering Committee will also ensure that all members of NATA are advised of major issues and undertakings and given an opportunity to have full input. The Steering Committee will meet more frequently than the full membership



• **Initial Composition of Steering Committee:**

- one representative each official from Brighton, Broomfield, Commerce City, Erie, Longmont, Northglenn, Thornton, and Westminster;
- one representative from the tri-city area communities: Dacono, Frederick, Firestone;
- one representative each from Adams and Weld Counties;
- one representative from the various business chambers representing businesses within the NATA geographic area;
- one representative from the economic development agencies serving communities within the NATA geographic area;
- one or more business representatives recommended by the chambers and economic development agencies.

Membership Fees: NATA's membership fee will be based on population. The purpose of the membership fee is to generate revenues to establish a fund which can be used to pursue lobbying efforts of NATA. Additional membership categories/fees may be added in the future to include member categories for businesses and other non-government organizations.

Category/Fee	Population*	Potential Member
1 \$600	Up to 15,000	Federal Heights Firestone Frederick Dacono Mead
2 \$1,200	15,001 to 50,000	Brighton Commerce City Erie Northglenn Unincorporated Weld County in NATA (est)
3 \$2,400	50,001 to 100,000	City/County of Broomfield Longmont Unincorporated Adams County
4 \$3,000	Over 100,000	Thornton Westminster

*2007 population from State Demographer

NATA Geographic

Area:

The North Area Transportation Alliance serves member communities generally located south of the Boulder/Larimer County line extended, along the US 85/SH2 corridor, north of I-70, and east of Highway 287. The geographic area may be expanded to include other major transportation connections that are key to carrying out the Mission Statement.

Staff Working

Group:

In order to most efficiently utilize the expertise and work of NATA members, a staff working group will be formed consisting of a staff member from each local government member. The staff working group shall meet regularly or as required to coordinate the work of NATA, including coordinating Steering Committee Meetings and Full Membership meetings. One of the local governments shall be designated as the "lead" coordinator.

Operating Principles:

- o All members will be advised of major issues and undertakings and given an opportunity to have full input on official positions taken by NATA.
- o NATA will establish communication mechanism to keep entire membership informed of actions/activities/etc.
- o The strength of the organization lies in its membership and ability to speak on behalf of the entire membership.
- o Circumstances may create opportunities to establish broader alliances to more effectively advocate NATA's interests: i.e. US 36 Corridor, City and County of Denver, Aurora and other I-225 Corridor Interests as it relates to FasTracks implementation. The Steering Committee is urged to establish these alliances to the benefit of NATA.

Shared Values:

- o Transportation improvements in the north metro area are key to future economic development, improving mobility and reducing traffic congestion in the north metro area.
- o NATA should take all steps needed to ensure that needed transportation improvements are identified and included in appropriate DRCOG/CDOT plans and funding secured.
- o FasTracks is an integral part of improving transportation in the Denver metro area and the integrity of a metro-wide fixed rail system depends upon the entire system being built. Building some corridors at the expense of scaling back or eliminating other corridors is not acceptable...all corridors should share in the risk and the benefits. NATA should take actions needed to ensure that the entire FasTracks system is built.



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
June 8, 2009



SUBJECT: Councillor's Bill No. 16 re Lease/Purchase of City Hall Office Equipment

Prepared By: Linda Yeager, City Clerk
Jeff Brotzman, Print Shop Coordinator

Recommended City Council Action

1. Pass Councillor's Bill No. 16 on first reading appropriating \$34,990 in the General Fund for the lease/purchase of three City Hall copiers equipped with fax machines.
2. Authorize the City Manager to sign an agreement to add \$34,990 to the existing master lease with KeyBank.
3. Award a contract to CBS, Inc. in the amount of \$49,990, of which \$34,990 is funded through the master lease and \$15,000 is funded with City funds already budgeted for this purpose in the 2009 Budget, to purchase three color copiers equipped with fax machines based on price agreements reached through the U. S. Communities Purchasing Program pricing agreement and the City of Westminster procurement process.

Summary Statement

- Approval of the lease/purchase will:
 - Fund the lease/purchase and financing costs for replacement copiers equipped for color copying and fax capability;
 - Replace aging office equipment that require increased maintenance costs and limited parts availability to keep operations running efficiently; and
 - Provide essential office equipment necessary for efficient operations.
- The lease/purchase and financing cost is estimated to be \$51,500 and the associated quarterly lease payments of \$6,063 are included in the adopted 2009 and 2010 budgets of all departments located within City Hall. The lease term is 18 months and the interest rate is anticipated to be between 4.45 and 4.60 percent. The interest rate will be determined on the date of commitment by the City as defined in the master lease agreement approved by City Council in 2001.

Expenditure Required: \$51,500

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

Policy Issue

Should the City move forward with the lease/purchase of City Hall office equipment?

Alternatives

1. Take no action. This option is not recommended as this approach would jeopardize Staff's ability to provide services in a consistent and efficient manner.
2. Finance the equipment package with cash. This option is not recommended as cash funding of this purchase would require use of funds that City Hall offices do 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.

Background Information

Administrative Staff in City Hall rely heavily on copy and fax machines to conduct business efficiently and to reproduce applications, forms, agenda packets, training instructional handouts, and public records. The machines were purchased by lease/purchase agreement in 2003 and produce only black and white images. The large copiers in General Services and the City Manager/City Attorney offices each have made in excess of 2 million lifetime copies and have reached their life expectancy, making it difficult to find parts when repairs are needed and increasing down time with frequent malfunctions requiring service. When color is needed to enhance professional appearance, digital documents have to be reproduced on color printers and integrated within black and white copies. It is estimated that the new copiers, all Savin color digital equipment, will reproduce color copies at a 33% cost savings when compared to other color printers. Additionally, there will be cost savings associated with purchase of one single toner rather than separate toners for copiers and fax machines.

Replacement of these office machines was anticipated and budgeted in the 2009 and 2010 budgets of City Hall offices that use the machines on each floor. As indicated previously, the two larger copiers in General Services and the City Manager and City Attorney Offices have reached their life expectancy and are more and more difficult to repair. Additionally, the fax machines in the City Manager's office and General Services were purchased approximately ten years ago and are nearly unserviceable. Advances in technology since the copiers and fax machines were purchased have combined both pieces of equipment and added the ability to make color copies, none of which was possible with the earlier purchases. Copiers and fax machines from General Services and the City Manager and City Attorney offices will be auctioned. The copier being replaced in Parks, Recreation, and Libraries will be relocated to The Heritage Golf Course and should function well with reduced use at that facility.

The City' purchasing provisions allow for products to be purchased from other municipalities and organizations competitive price negotiations. The U.S. Communities Purchasing Program bids products typically needed by governmental entities throughout the United States, screens the bids, and selects products that governmental entities can purchase for their bid award price. The U.S. Communities Purchasing Program lists products that were competitively bid and determined to be the lowest price for the features wanted. Staff did price three different vendors with products of identical capabilities before selecting the Savin at a cost of \$49,990. The price of the same equipment from Cannon was approximately \$55,000; from Sharp, \$53,800.

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

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Note Proceeds	1000.46000.0225	\$550,000	<u>\$34,990</u>	\$584,990
Total Change to Expenses			<u>\$34,990</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Other Equipment	10012070.76000.0000	\$0	<u>\$34,990</u>	\$34,990
Total Change to Expenses			<u>\$34,990</u>	

The purchase of new office equipment supports City Council’s strategic plan goal of a Financially Sustainable City Government Providing Exceptional Services by purchasing equipment that allows Staff to provide efficient, cost-effective internal and external service.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **16**

SERIES OF 2009

INTRODUCED BY COUNCILLORS

**A BILL
FOR AN ORDINANCE INCREASING THE 2009 BUDGET OF THE GENERAL FUND
AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM
THE 2009 ESTIMATED REVENUES IN THIS FUND**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2009 appropriation for the General Fund, initially appropriated by Ordinance No. 3432 is hereby increased by \$34,990. This appropriation is due to an increase in the master lease for the General Fund.

Section 2. The \$34,990 increase in the General Fund shall be allocated to City revenue and expense accounts as described in the City Council Agenda Item 10 M-O dated June 8, 2009 (a copy of which may be obtained from the City Clerk) increasing City fund budgets as follows:

General Fund	<u>\$34,990</u>
Total	<u>\$34,990</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 8th day of June, 2009.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 22nd day of June, 2009.

ATTEST:

Mayor

City Clerk



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
June 8, 2009



SUBJECT: Councillor's Bill No. 17 re Westminster Center Park Supplemental Appropriation and Award of Grant Funds

Prepared By: Kathy Piper, Landscape Architect II
Richard Dahl, Park Services Manager

Recommended City Council Action

Pass Councillor's Bill No. 17 on first reading authorizing a supplemental appropriation in the amount of \$543,592 reflecting the City's receipt of an Adams County Open Space Grant for Westminster Center Park.

Summary Statement

- In January of 2008, Staff received City Council's approval to submit a request to Adams County Open Space to help fund the development of Westminster Center Park. Staff presented the grant request on April 27, 2009, and the City was awarded the full request of \$543,592 on May 27, 2009.
- The Department of Parks, Recreation and Libraries has the appropriate matching funds available in the City Center Park CIP budget.
- Bids were solicited from six reputable construction companies. AJI was the lowest bid and was awarded the construction bid May 11, 2009. Construction of the project has begun and is anticipated to be completed in December 2009.
- With the grant award, Staff will be purchasing the remaining items to complete the park. These items included playground equipment and safety surfacing, pedestrian lighting, tables, benches and trash receptacles for the site. Staff will bring selections back to City Council for authorization after bids or quotes have been received.
- The proposed play area has a "Neverland" theme and therefore components will be selected to promote that theme. Bids will be solicited according to City policies through the U.S. Communities Government Purchasing Program, requests for bids, and in some instances sole sourcing of an item that coordinates with the park components and is not available from other companies.

Expenditure Required: \$543,592

Source of Funds: Adams County Open Space Grant

Policy Issue

Does Council wish to continue to pursue the use of grant funds to help fund the Westminster Center Park project?

Alternative

Council could choose not to appropriate these grant funds. However, this is not recommended because the City and the residents will benefit from these additional funds as they will allow greater enhancements for the project and because the City has successfully used grant funds from Adams County Open Space in the past.

Background Information

Westminster Center Park is a 9.5-acre park located across the street from City Hall. In 1994, a master plan was designed and completed by EDAW utilizing public and Staff input. Since that time, budget constraints and ongoing maintenance costs have caused Staff to reevaluate the original master plan and scale it back to include more realistic components.

In October 2007, Staff solicited proposals from local reputable and experienced design firms to refine the master plan and subsequently selected Architerra Group. Construction bids came in lower than anticipated and allowed the City to lower the grant request to Adams County Open Space from \$1,000,000 to \$543,952. The master plan includes seating walls, a plaza area, shelter, planting areas, an amphitheater and a pop jet fountain. This park, because of its location, is not a traditional neighborhood park but more of an urban park that will include an extensive amount of hardscape.

These projects meet City Council’s Strategic Plan Goal of “Financially Sustainable City Government Providing Exceptional Services” by providing alternative funding sources for capital improvement projects.

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

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Adams County OS Grant	7501.40630.0010	\$0	<u>\$543,592</u>	\$543,592
Total Change to Revenues			<u>\$543,592</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Westminster Center Park	80875050792.80400.8888	\$783,322	<u>\$543,592</u>	\$1,326,914
Total Change to Expenses			<u>\$543,592</u>	

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **17**

SERIES OF 2009

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE INCREASING THE 2009 BUDGET OF THE GENERAL CAPITAL IMPROVEMENT FUND AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2009 ESTIMATED REVENUES IN THIS FUND

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2009 appropriation for the General Capital Improvement Fund, initially appropriated by Ordinance No. 3432 is hereby increased by \$543,592. This appropriation is due to the receipt of an Adams County Open Space Grant.

Section 2. The \$543,592 increase in the General Capital Improvement Fund shall be allocated to City revenue and expense accounts as described in the City Council Agenda Item 10 P dated June 8, 2009 (a copy of which may be obtained from the City Clerk) increasing City fund budgets as follows:

General Capital Improvement Fund	<u>\$543,592</u>
Total	<u>\$543,592</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 8th day of June, 2009.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 22nd day of June, 2009.

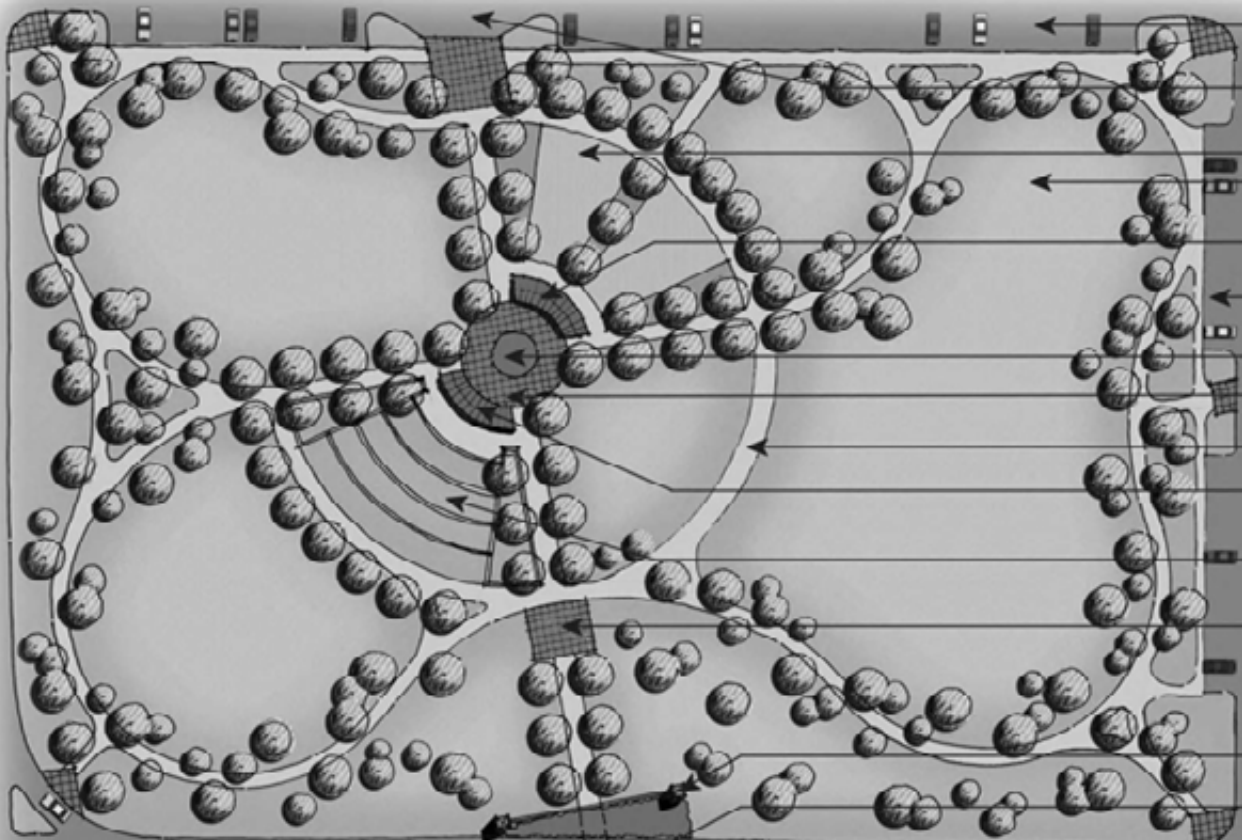
ATTEST:

Mayor

City Clerk

93rd AVE.

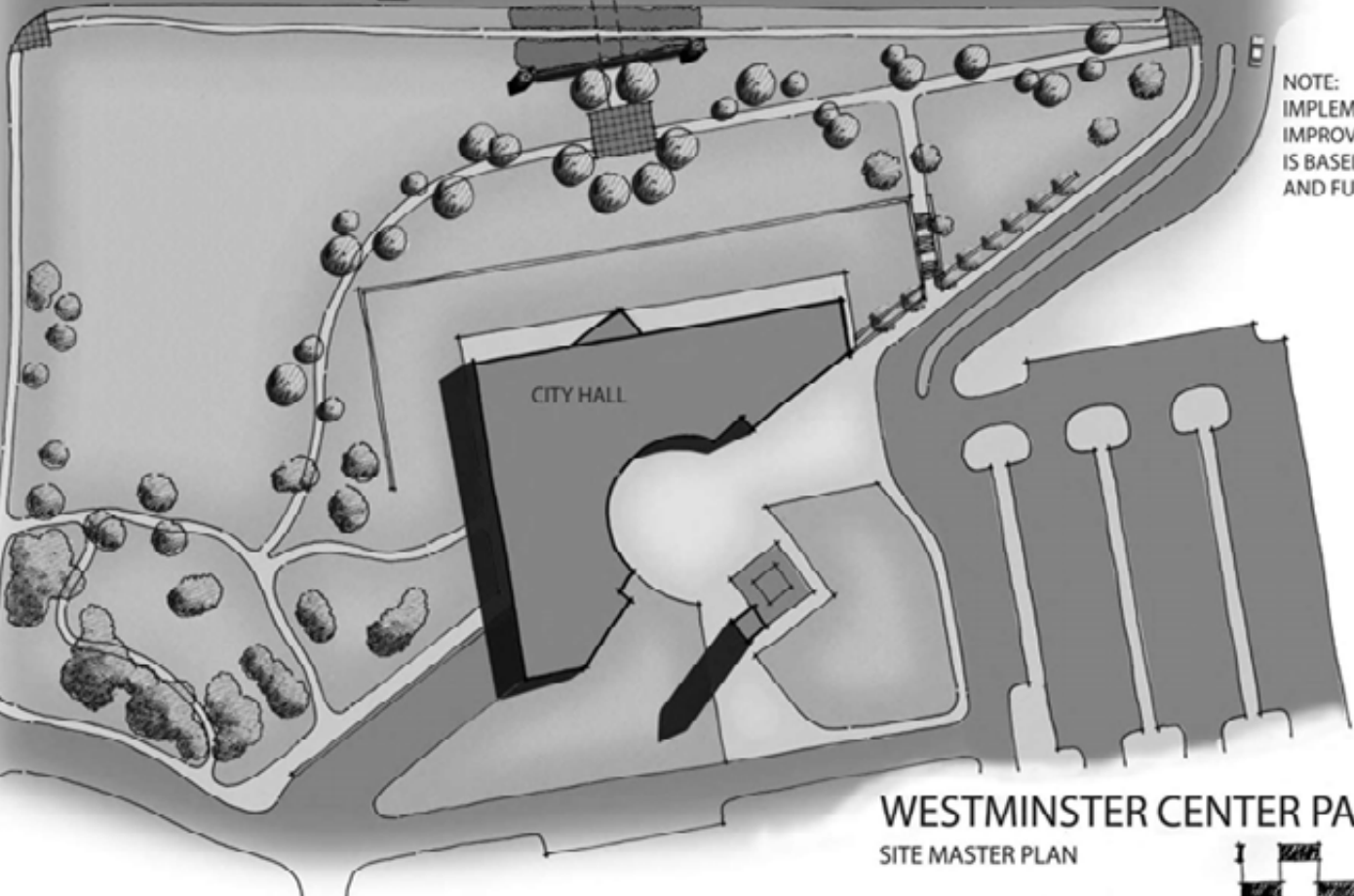
CITY CENTER DRIVE



- OFF STREET PARKING (54 SPACES)
- DROP-OFF
- PLAYGROUND
- BLUEGRASS MEADOW (TYP)
- SEMI-CUSTOM SHELTER/RESTROOM
- OFF STREET PARKING (29 SPACES)
- WATER FEATURE
- PLAZA
- CONCRETE WALKS (TYP)
- SEMI-CUSTOM SHELTER/STAGE
- AMPHITHEATER SEATING
- SPECIAL PAVING (TYP)
- MONUMENT (TYP)
- 92nd AVE. UNDERPASS (FUTURE - BASED ON AVAILABLE FUNDING.)

92nd AVE.

XAVIER ST.



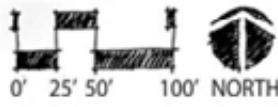
NOTE:
IMPLEMENTATION OF
IMPROVEMENTS SHOWN
IS BASED ON AVAILABLE
AND FUTURE FUNDING.

WESTMINSTER CENTER PARK

SITE MASTER PLAN

ARCHITERRA GROUP/
CHEVO STUDIOS

3-12-08





Agenda Item 10 Q&R

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
June 8, 2009



SUBJECT: Councillor's Bill No. 18 re EECBG Project Supplemental Appropriation and Adoption of Proposed Energy Efficiency and Conservation Strategy

Prepared By: Barbara Opie, Budget & Special Projects Manager
Phil Jones, Management Analyst

Recommended City Council Action

1. Pass Councillor's Bill No. 18 on first reading appropriating \$952,800 to the Energy Efficiency and Conservation Block Grant Project, funded by the American Recovery and Reinvestment Act.
2. Approve in concept the attached Energy Efficiency and Conservation Strategy.

Summary Statement

- The Energy Efficiency and Conservation Block Grants (EECBG) Program is being funded by the American Recovery and Reinvestment Act (ARRA) of 2009. In the EECBG, the City of Westminster was identified as an entitlement community within the State of Colorado with a grant award of \$952,800.
- Staff is proposing the attached list of programs/projects to be incorporated into the City's proposed Energy Efficiency and Conservation Strategy (EECS) required by the Department of Energy (DOE) in order to receive the entitlement funding. Staff is seeking City Council review and concurrence to proceed with this proposed approach to the EECBG Program.
- Pursuant to DOE, the City's application, including the proposed EECS, must be submitted by June 25, 2009. City Council reviewed the proposed EECS programs/projects attachment at the June 1 Study Session and directed Staff to return at tonight's meeting for official authorization to pursue the EECBG grant, utilizing the proposed EECS.

Expenditure Required: \$952,800

Source of Funds: American Recovery & Reinvestment Act (ARRA) Energy Efficiency and Conservation Block Grant (EECBG) Funds

Policy Issue

Does City Council concur with the proposed EECS in concept attached?

Alternative

Not adopt an EECS at this time. This is not recommended. While the US Department of Energy implementing the EECS program permits an additional 120 days to submit a EECS after the June 25 deadline, the information required through the original submittal requires enough detail that Staff recommends focusing on the programs/projects proposed and working to get these implemented, thus expediting the flow of stimulus funds assisting residents, businesses and the City.

Background Information

The Energy Efficiency and Conservation Block Grants (EECSBG) Program represents a Presidential priority to deploy the cheapest, cleanest, and most reliable energy technologies available – energy efficiency and conservation – across the country. The program is being administered by the Department of Energy. The program, authorized in Title V, Subtitle E of the Energy Independence and Security Act (EISA) and signed into law on December 19, 2007, is modeled after the Community Development Block Grant (CDBG) program administered by the Department of Housing and Urban Development (HUD). The EECSBG is intended to assist U.S. cities, counties, states, territories, and Indian tribes to develop, promote, implement, and manage energy efficiency and conservation projects and programs designed to:

- Reduce fossil fuel emissions;
- Reduce the total energy use of the eligible entities;
- Improve energy efficiency in the transportation, building, and other appropriate sectors; and
- Create and retain jobs.

Through formula and competitive grants, the Program empowers local communities to make strategic investments to meet the nation's long-term goals for energy independence and leadership on climate change.

Funding for the EECSBG Program under ARRA totals \$3.2 billion. Of this amount, approximately \$2.7 billion has been awarded through formula (entitlement) grants. In addition, more than \$400 million will be allocated through competitive grants, which will be awarded through a separate process yet to be determined. The remaining funds will be used to provide a variety of technical assistance tools to state, local, and tribal grantees. The City of Westminster was recently notified of its status as an entitlement community and awarded \$952,800. Funds must be expended within 36 months after the notice of award, which occurs after DOE reviews and approves the City's submittal (which is due by June 25, 2009).

Grants can be used for energy efficiency and conservation programs and projects community wide, as well as renewable energy installations on government buildings. Activities eligible for use of funds include:

- Development of an energy efficiency and conservation strategy;
- Building energy audits and retrofits, including weatherization;
- Financial incentive programs for energy efficiency such as energy savings performance contracting, on-bill financing, and revolving loan funds;
- Transportation programs to conserve energy;
- Building code development, implementation, and inspections;
- Installation of distributed energy technologies including combined heat and power and district heating and cooling systems;
- Material conservation programs including source reduction, recycling, and recycled content procurement programs;

- Reduction and capture of greenhouse gas emissions generated by landfills or similar waste-related sources;
- Installation of energy efficient traffic signals and street lighting;
- Installation of renewable energy technologies on government buildings; and
- Any other appropriate activity that meets the purposes of the program and is approved by DOE.

Based on this list of potential ways the funds may be utilized and associated restrictions associated with federal funds, Staff solicited ideas from the City's Green Team (staff representing every City department), Community Development (Administration and Building Divisions), and General Services (Administration, Fleet and Building Operations & Maintenance Divisions). Staff received some citizen comments/inquiries via e-mail that were taken into consideration in preparing the proposed EECS. In addition, Staff has been working with the Governor's Energy Office (GEO) and staff from the cities of Arvada, Broomfield, Boulder, Thornton and Adams and Jefferson Counties to identify areas of shared interest that may maximize the federal funding. The State received \$9,593,500, of which 60% must be provided back to non-entitlement communities. Of the remaining funds, the GEO is looking to match \$1.5 million back to entitlement communities leveraging their EECBG funds with GEO energy efficiency programs. Staff is recommending that several programs proposed by the GEO be included within the City's EECS and hopes to tap some of the State's \$1.5 million in matching funds.

Federal funding is contingent upon the City adopting an Energy Efficiency and Conservation Strategy (EECS) and the Department of Energy (DOE) approving the EECS. Staff is proposing the attached general scope of work as the proposed EECS and seeking City Council concurrence on this proposed plan of action. While the EECBG program is modeled after the CDBG program, there are no guarantees that the EECBG program will receive ongoing funding beyond the current moneys through the ARRA. As such, Staff worked to develop a proposed EECS that provides immediate benefits to both the City in lowering energy consumption and residents and businesses through the GEO programs, Green Team proposals, and US36 Commuting Solutions that are sustainable beyond the immediate funding provided by the federal government.

Staff presented a proposed EECS to City Council at the June 1 Study Session. As discussed at that meeting, modifications based on the most current GEO information have been incorporated into the City's proposed EECS and are reflected in this attachment. The attached chart includes significant proposed funding from the GEO. Discussions are ongoing on the GEO programs and participation levels; they will be finalized prior to June 25 but not in time for Staff to return to City Council for official action. As such, Staff is requesting that City Council approve the proposed strategy and associated programs in concept, recognizing that modifications may occur prior to official submission to DOE by June 25. Staff will forward to City Council a copy of the final proposal submitted after June 25.

The recommended City Council action addresses Council's strategic plan goals of a Financial Sustainable City Government Providing Exceptional Services and a Beautiful and Environmentally Sensitive City through the community and city programs improving energy efficiencies and generating long-term financial savings to residents, businesses and the City alike.

Since the City has received official notice of the entitlement funds, an ordinance is attached to officially appropriate the funds. This appropriation will amend General Capital Improvement Fund revenue and expense accounts as follows:

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Federal Grants	7500.40610.0000	\$0	<u>\$952,800</u>	\$952,800
Total Change to Revenues			<u>\$952,800</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
EECBG CIP	80975012942.80400.8888	\$0	<u>\$952,800</u>	\$952,800
Total Change to Expenses			<u>\$952,800</u>	

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **18**

SERIES OF 2009

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE AMENDING THE 2009 BUDGET OF THE GENERAL CAPITAL IMPROVEMENT FUND AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2009 ESTIMATED REVENUES IN THE FUNDS

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2009 appropriation for the General Capital Improvement Fund, initially appropriated by Ordinance No. 3432 are hereby increased by \$952,800. This appropriation is due to the receipt of Federal Grant funds.

Section 2. The \$952,800 increase shall be allocated to City Revenue and Expense accounts as described in the City Council Agenda Item 10 Q&R dated June 8, 2009 (a copy of which may be obtained from the City Clerk) increasing City fund budgets as follows:

General Capital Improvement Fund	<u>\$952,800</u>
Total	<u>\$952,800</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 8th day of June, 2009.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 22nd day of June, 2009.

ATTEST:

Mayor

City Clerk

PROPOSED City of Westminster Energy Efficiency & Conservation Strategy

Program Overview

Local EECBG
contribution

Creating a Community-wide Bicycle Master Plan (\$50,000)

An area of need that has been identified in the City is the lack of a coordinated, connected, and convenient bicycle transportation network. Utilizing \$50,000 of EECBG funding, the City intends to hire a consultant to study the existing network of trails, transportation needs, and create a strategy to improve bicycle transportation throughout the City. The plan would look for potential bike lane and bike route opportunities as well as trail missing links. Also, the plan would factor in arterial sidewalks, which if wide enough and appropriate, will attract bike usage and promote connectivity throughout the City. The plan will provide a starting point for future construction, lane re-striping, trail connections, and educational opportunities to make this form of alternative transportation more viable in the City.

\$50,000

Governor's Energy Office Program (\$100,800) - RESIDENTIAL

This project intends to leverage funds with the Governor's Energy Office (GEO) to increase the accessibility of energy audit funding and programs. The City of Westminster intends to allocate funds to the GEO residential programs for audits, energy efficiency retrofits, energy efficiency and conservation programs for homes. [potential for matching funds from GEO of \$65,600]

Home Energy Audit (outside of Xcel Energy territory) - Certified energy auditors will provide a home energy audit to include a blower door and infrared test. Expected cost not to exceed \$300. [a total of 3 audits are proposed in this category; approximately 40 homes within the City of Westminster are outside of Xcel Energy territory in United Power (Silver Oaks & Quail Hill subdivisions)].

\$60

- \$20 per unit (blower door and infrared) or \$15 (blower door only) paid by Local Government
- Not to exceed \$100 per unit paid by GEO

Insulate Colorado (outside Xcel Energy territory) - Through the Insulate Colorado Program, the GEO partners with local governments to offer rebates directly to qualifying homeowners for the installation of insulation and air sealing measures. The program provides a rebate of 20% of the cost, up to \$300 to homeowners that insulate and air-seal their attics and exterior walls to the recommended R-Values presented in the 2006 International Energy Conservation Code (2006 IECC). [a total of 3 rebates are proposed]

\$450

- \$300 total paid by Local Government (\$150) and GEO (\$150)

Furnace Rebate Program (outside Xcel Energy territory) - The purchased and installed equipment must meet the Gas Appliance Manufacturer's Association (GAMA) certification. Direct to consumer rebates for the installation of a furnace with an AFUE of 92% or greater, and that include variable speed fan motors to reduce the amount of electricity used to power the motor. [a total of 3 rebates are proposed]

\$390

- \$180 total paid by Local Government (\$130) and GEO (\$50)

Home Energy Audit (Within Xcel Energy territory) - The Xcel Energy network of certified energy auditors will provide a home energy audit to include a blower door and infrared test at a cost of \$300 or a home audit that includes blower door only, at a cost of \$225. Xcel picks up 60% of the cost (\$180 or \$135 respectively). [a total of 270 audits are proposed in this category as the majority of the City of Westminster is located within Xcel Energy territory].

\$5,400

- \$20 per unit (blower door and infrared) or \$15 (blower door only) paid by Local Government

Insulate Colorado (inside Xcel Territory) - Rebates are paid directly to qualifying homeowners for the installation of insulation and air sealing measures to recommended R-Values presented in the 2006 International Energy Conservation Code (2006 IECC). Homes must have a pre-project insulation level of R-20 or below to qualify. This program will provide a rebate equal to 20% of the total cost of the insulation and installation up to a maximum rebate of \$300 per customer per natural gas heating meter. Rebates will be offered on a one-time only basis. Qualifying installations include: Attic insulation and bypass sealing to an R-value of 38 or greater; Wall insulation to an R-value of 13; and/or Air sealing and weather-stripping. [a total of 270 rebates are proposed]

\$81,000

- Up to \$300 per unit, rebates dependent upon qualifying installations (attic insulation/bypass sealing \$125; wall insulation \$100; air sealing/weather-stripping \$75)
- \$50 per unit paid by GEO; potential for an additional rebate of \$300 from Xcel Energy

Furnace Rebate Program (Inside Xcel Energy territory) - Eligible residential customers must purchase natural gas directly from Xcel Energy. The purchased and installed equipment must meet the Gas Appliance Manufacturer's Association (GAMA) certification. The Xcel Energy 2009 program is effective January 1, 2009, to December 31, 2009, for equipment purchased and installed within this 12 month period. Application forms are due July 31, 2010. Rebate levels are subject to change without notice at any time. Certain restrictions may apply. Direct to consumer rebates for the installation of a furnace with an AFUE of 92% or greater, and that include variable speed fan motors to reduce the amount of electricity used to power the motor. [a total of 270 rebates are proposed]

\$13,500

- \$100 total paid by Local Government (\$50) and GEO (\$50)

Governor’s Energy Office Program (\$40,000) - COMMERCIAL

This project intends to leverage funds with the Governor’s Energy Office (GEO) to increase the accessibility of energy audit funding and programs. The City of Westminster intends to allocate funds to the GEO commercial program for audits, energy efficiency retrofits, energy efficiency and conservation programs for buildings and facilities. [potential for matching funds from GEO of \$30,000]

Re-Energize Main Street Small Commercial Energy Audit and Retrofit Program - GEO contractor will evaluate the energy efficiency (EE) needs and renewable energy (RE) opportunities of participating small commercial property owners and provide a list of recommended retrofits. In some cases, the business owners may select an Energy Service Company (ESCO) to aggregate savings under one project umbrella. The local government can scale the program down to education and outreach only (\$3,000 to \$5,000 cost) or up to include the cost of the energy audit (\$1,000 to \$4,000 per building). Premium programs will include incentives to business owners to implement EE and RE measures. Specific details associated with this program are still being worked out with the GEO but it is proposed that the City work to maximize the opportunity for small businesses to improve their energy efficiency, whether the funding be applied towards the energy audit or towards the actual implementation of improvements. [a total of 10 rebates are proposed]

\$40,000

- \$7,000 total paid per building by Local Government (\$4,000) and GEO (\$3,000)

Governor’s Energy Office Program (\$10,000) - Administration of Residential & Commercial Programs

This project intends to utilize administrative funding allowed by the Department of Energy towards the residential and commercial programs proposed through the Governor’s Energy Office (GEO).

\$10,000

Information/Education Program (\$10,000)

Funding is proposed to help educate the public about the programs being offered by the City of Westminster through the Governor's Energy Office (citizen and business energy efficiency programs noted above), the City's Building Division energy code training (for both residents and local contractors noted below) and the US36 Commuting Solutions program (noted below).

\$10,000

Energy Performance Contracting (EPC) - Phase 2 (\$468,700)

The City of Westminster wishes to apply EECBG funds towards the capital costs associated with the second phase of the City's energy performance contract program. The first phase was completed in 2007 with Siemens Energy acting as the City's Energy Service Company (ESCO). The auditing portion of the second phase with Siemens Energy is now underway. Using EECBG funds towards the capital costs will reduce the overall long-term cost of the program, making the projects proposed more viable for repayment in a timely manner that does not extend beyond the useful life of the replaced, more energy efficient equipment. Two renewable energy projects are also proposed for consideration under the EPC: installation of a photo voltaic solar membrane on the City Hall roof (generating potentially 58 kWh of energy) and installation of free standing solar powered LED parking lot/park lights citywide (potential to take the lights off the Xcel Energy grid). It is proposed that these projects be considered with the energy audit as part of the second phase energy performance contract if they work from both the energy efficiency and financial perspectives.

\$468,700

Hiring an Energy/Capital Facilities Coordinator (starting salary \$71,609-75,000, \$238,800 total (excludes benefits))

The City of Westminster proposes to hire an Energy/Capital Facilities Coordinator as a permanent staff position. This salaried position will oversee and manage the City's energy performance contract which includes construction of energy saving projects, and measurement and verification associated with the EPC. The position will also monitor and track energy consumption for all City facilities, create strategies to reduce total energy consumption and resulting energy costs, implement energy savings programs in existing facilities, assist with capital projects that may include energy efficiency retrofits, and will evaluate the potential for other energy saving projects throughout the City. This position's dual role as an energy strategist as well as capital facilities' project coordinator will assist the City in both reducing energy consumption and also provide capital project coordination on future projects throughout the City. It is anticipated that once the grant funding expires, the position may be able to pay for itself through energy savings. [Note that the position originally proposed in the 2009 Budget was an E8/\$61,965-77,457 as a Capital Facilities Coordinator but due to the proposed expansion of responsibilities, potentially involving an engineering background, Human Resources recommends that the position be reclassified as a E10/\$71,609-89,511; this the salary level proposed with the EECs.]

\$238,800

Expanded Public Education Recycling Campaign (\$5,000)

The City of Westminster's Green Team, an internal working group of staff from throughout the organization, has been working extensively to provide suggestions on ways the City can "green" operations and ways the community can also develop a "green" lifestyle. One of the recommendations of the Green Team is to create a guidebook for green living in the Westminster area. Currently, the City provides a "Hard to Recycle Guide" that informs residents on how to recycle materials locally that would otherwise end up in the trash or dumped in publicly owned spaces. The funding for this narrowly focused guide is paid for out of the City's Stormwater Program as part of the required education the City must complete through the Stormwater Phase II regulations. A broader, electronic, "Green Guide" would incorporate the Hard to Recycle Guide

\$5,000

and provide a larger green focus as recommended by the Green Team. The additional funds will be used to create an electronic Green Guide that will be a resource for households throughout the City. This electronic document will help connect households with energy efficiency information that is locally relevant and specific to the community and resources available in the area. The guide will provide information to residents on how to compost waste, utilize curbside recycling, and recycle hard-to-recycle items. The City will also use the guide to inform citizens about steps the City is taking to green local government and provide opportunities to citizens to assist in the effort.

Funding for US 36 Commuting Solutions (\$5,000)

The City of Westminster has been a member of the 36 Commuting Solutions (the US 36 Transportation Management Organization) since its creation over 10 years ago. One of the organizations recent programs has been the Commuter Cash Program. The 36 Commuter CASH program is an incentive program which pays US 36 commuters who currently drive solo to work when they “make the switch” to cleaner commuting options such as bicycling, carpooling, riding transit, teleworking, vanpooling or walking. Participants can earn \$2 per day, as much as \$180 over a 90 day period. Since July 2008, the program has attracted 300 participants who have reduced vehicle miles traveled by more than 180,000 and reduced more than 170,000 pounds of carbon emissions.

\$5,000

Adopting and Educating Customers about the 2009 Energy Code (\$24,500)

The City’s Building Division issues permits for all new construction within Westminster. This involves the detailed examination of building plans, calculations and specifications for compliance with building, plumbing, mechanical, energy, residential and electrical codes, as well as field inspections of all aspects of construction and its various component parts and systems. The City plans to adopt the 2009 Energy Code late this year or early in 2010. The City proposes the use of \$10,000 of EECBG funds for the education and training of City staff. An additional \$4,400 is proposed to educate local contractors and \$10,100 to educate citizens to ensure they understand and are complying with the standards set forth in the 2009 IECC, and receiving the maximum benefits from the procedures and actions required or suggested by the code.

\$24,500

TOTAL EECBG Allocation to the City of Westminster

\$952,800

**WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY
WESTMINSTER CITY HALL, 4800 W. 92ND AVENUE
MONDAY, June 8, 2009
7:00 P.M.**

- 1. Roll Call**
- 2. Minutes of Previous Meeting** (May 18, 2009)
- 3. New Business**
 - A. Resolution No. 112 re Loan Approval to Refinance the 2007 Series WEDA Bonds Issued for the South Sheridan Urban Renewal Area
 - B. Public Hearing re WEDA Budget Amendment for 2009
 - C. Resolution No. 113 re Amendment to the 2009 WEDA Budget
- 4. Adjournment**

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY
MONDAY, May 18, 2009 AT 7:13 P.M.

ROLL CALL

Present at roll call were Chairperson McNally and Board Members Kaiser, Lindsey, Major, and Winter. Vice Chairperson Dittman and Board Member Briggs were absent and excused. Also present were Matt Lutkus, Acting Executive Director, Martin McCullough, Attorney for the Authority, and Linda Yeager, Secretary.

CONSIDERATION OF MINUTES

Board Member Kaiser moved, seconded by Major, to approve the minutes of the meeting of May 11, 2009 with no additions or corrections. The motion carried unanimously.

RESOLUTION NO. 111 RE TAX INCREMENT REVENUE REFUNDING BONDS SERIES 2009

It was moved by Kaiser and seconded by Major to adopt Resolution No. 111 approving the issuance of the Westminster Economic Development Authority Tax Increment Revenue Refunding Bonds (Westminster Plaza Urban Renewal Project) Series 2009. The motion passed unanimously at roll call.

ADJOURNMENT

There being no other business to come before the Authority, the meeting adjourned at 7:14 p.m.

ATTEST:

Secretary

Chairperson

WEDA Agenda Item 3 A

Agenda Memorandum

Westminster Economic Development Authority Meeting
June 8, 2009



SUBJECT: Resolution No. 112 re WEDA Loan Approval for up to \$8.10 Million to Refinance the 2007 Series WEDA Bonds Issued for the South Sheridan Urban Renewal Area

Prepared By: Tammy Hitchens, Finance Director

Recommended Board Action

Adopt Resolution No. 112 authorizing the Executive Director or his designee to enter into a loan agreement of up to \$8.10 million with Vectra Bank to refinance the Series 2007 WEDA bonds that were issued to finance the construction of public infrastructure improvements in the South Sheridan Urban Renewal Area, to be repaid from available tax increment revenues, with the moral obligation pledge of the City of Westminster, as well as approving loan documents including but not limited to the Loan Agreement, Promissory Note, and the 2009 Cooperation Agreement with the City.

Summary Statement

- By approving the attached resolution, WEDA approves the loan agreement with Vectra Bank and the Cooperation Agreement between the Authority and the City. These agreements are necessary to replace WEDA's current debt financing for the South Sheridan Urban Renewal Area (URA), which is no longer feasible to continue.
- Staff updates revenue and expenditure projections for the Urban Renewal Areas semi-annually based on changes within the development relative to actual and projected tenant composition, store opening dates, and revenue collections. Based on the following projections, Staff believes the new financing with Vectra Bank is a fiscally prudent move:
 - Property and Sales Tax increment that accrue to pay the loan will approximate \$1.90 million in 2009 and gradually grow to about \$2.50 million as the development in the South Sheridan Urban Renewal Area (in the vicinity of the intersection of Sheridan Boulevard and 72nd Avenue) reaches build-out.
 - Annual debt service payments on the loan are estimated to be \$630,000 through the year 2012. Though the maturity date of the loan is in 2029, Vectra Bank's commitment to a specific fixed interest rate is initially for a three (3) year period. The Bank retains the option to establish a new fixed rate on or about June 15, 2012. If that occurs then WEDA will have the right to accept the new rate or to refinance the balance remaining on the Vectra Loan.
 - Incremental net revenues after debt service that will be available to the City are estimated to be about \$500,000 in 2010 and about \$2.00 million in 2014 after the final payments are made to Shoenberg Ventures under the Redevelopment Agreement dated February 17, 2006.

Expenditure Required: Up to \$8.10 million

Source of Funds: WEDA Loan Proceeds

Policy Issue

Does the WEDA Board of Directors support the refinancing of the Series 2007 South Sheridan Urban Renewal Area bonded indebtedness?

Alternatives

1. Do not authorize the refinancing of the bonds. This is not recommended. The current outstanding debt has an accelerated amortization schedule and while debt payments can be made it will have a negative impact on the City's ability to generate revenue to the City to provide services.
2. Delay the refinancing. This is not recommended. WEDA has signed a commitment sheet with Vectra Bank and intends to complete the transaction by June 30, 2009. If not completed, the commitment of Vectra Bank could be withdrawn and new approvals might be required. There is no guarantee that Vectra Bank would recommit to the transaction.

Background Information

On January 12, 2009, a Staff Report was presented to the Council and Board, apprising them of the "bank bond" issue with DEPFA Bank (DEPFA) on certain WEDA debt issues. In summary, WEDA's Series 2007 tax exempt variable rate debt issue is backed by a Letter of Credit (LOC) agreement with DEPFA. After remarketing efforts failed to find investors for the bonds due to the credit downgrades, below investment grade, of DEPFA by the rating agencies caused by the current financial crisis, the bonds converted to "bank bonds," which meant the Bank was obligated under the terms of the LOC to buy the bonds. As a result of this event, Staff has been working with the City's underwriter, Stifel Nicolaus, & Company, to find a long-term solution that reduces interest costs and preserves fund balances.

Since the January Staff Report, a commitment sheet with Vectra Bank was signed to negotiate the terms of a loan to refund the WEDA Series 2007 (South Sheridan URA) debt issue. Under the initial terms of this loan agreement, Vectra Bank would lend WEDA approximately \$8,100,000 to use to purchase \$7,904,000 in bank bonds from DEPFA and to pay for costs associated with entering into the loan. The loan would have a maturity date of June 15, 2029. Vectra Bank would commit to a fixed interest rate of 4.95% for the first three (3) years of the loan. Before June 15, 2012 Vectra Bank will notify WEDA of the new interest rate and rate period at which time WEDA will be able to accept the new rate or arrange other financial credit to repay Vectra the outstanding balance on the loan.

Under the terms of the loan agreement, an updated Replenishment Resolution and Cooperation Agreement are required. The Replenishment Resolution of the City states that if the balance in the WEDA Reserve Fund, maintained at the Bank per the loan agreement, falls below the required Reserve Requirement as defined in the agreement, currently estimated to be \$657,935, the City Manager will request that Council budget, appropriate, and transfer to Vectra Bank the funds necessary to replenish these reserves. The Cooperation Agreement states in part that WEDA agrees to repay the City for any such payment the City makes to replenish the Reserve Fund to the Reserve Requirement amount. The Cooperation Agreement requires the approval by both the City and WEDA.

Market acceptance of the value of a promise to pay by a local unit of government is a recent phenomenon. Because the City's credit rating is AA/AA-, the word of the City has merit and can and should be used to reduce the costs and improve the marketability of the Authority's (WEDA) bonds. The moral obligation is a promise to request Council, subject to annual appropriation, to replenish the Reserve Fund balance to the Reserve Requirement stipulated in the loan agreement between the Authority and the Bank. It is non-binding and thus does not constitute a multiple fiscal-year obligation.

Staff does not anticipate the need to trigger the City's moral obligation, as defined in the Replenishment Resolution, to replenish the reserve fund at any time. The forecasts for the tax increment revenues for the various commercial developments within the South Sheridan URA significantly exceed the anticipated debt service requirements.

A significant benefit of the loan with Vectra Bank is the ability of the City to retain excess sales and use tax increment revenues, which under the terms of the existing bond indenture is not permitted. The ability for the City to retain potential excess sales tax revenues is particularly important during the current economic climate, which has the City adjusting revenue projections from the 2009-2010 Budget forecasts.

The economic recovery is anticipated to gradually occur over the next few years and Staff will be assessing opportunities to refinance the Vectra Bank Loan to WEDA – South Sheridan prior to the end of the initial fixed interest rate period in 2012. As Staff and the Underwriter assess these opportunities, Council and the WEDA Board will be apprised of the situation.

Staff and the Underwriter will be available at the WEDA meeting of June 8th to answer Board questions.

Respectfully submitted,

J. Brent McFall
Executive Director

Attachment

WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY

RESOLUTION NO. **112**

INTRODUCED BY COMMISSIONERS

SERIES OF 2009

**A RESOLUTION
OF THE BOARD OF COMMISSIONERS OF THE WESTMINSTER ECONOMIC
DEVELOPMENT AUTHORITY AUTHORIZING, APPROVING AND DIRECTING THE
EXECUTION AND DELIVERY OF A LOAN AGREEMENT FOR A LOAN IN THE ORIGINAL
PRINCIPAL AMOUNT OF NOT TO EXCEED \$8,100,000, AND CERTAIN OTHER
DOCUMENTS IN CONNECTION THEREWITH, FOR THE PURPOSE OF REFINANCING
THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF AN URBAN RENEWAL
PROJECT**

WHEREAS, the Westminster Economic Development Authority (the "Authority") is a public body corporate and politic, and has been duly created, organized, established and authorized by the City of Westminster, Colorado (the "City") to transact business and exercise its powers as an urban renewal authority, all under and pursuant to the Colorado Urban Renewal Law, constituting Part 1 of Article 25 of Title 31, Colorado Revised Statutes, as amended (the "Act"); and

WHEREAS, pursuant to Section 31-25-105 of the Act, the Authority has the power to borrow money and to apply for and accept advances, loans, grants and contributions from any source for any of the purposes of the Act and to give such security as may be required; and

WHEREAS, pursuant to Section 31-25-109 of the Act, the Authority has the power to issue refunding or other bonds (defined by the Act to mean any bonds, notes, interim certificates or receipts, temporary bonds, certificates of indebtedness, debentures or other obligations) from time to time in its discretion for the payment, retirement, renewal or extension of any bonds previously issued by it under the Act; and

WHEREAS, the Authority is authorized to issue bonds without an election; and

WHEREAS, the Authority has previously issued its Westminster Economic Development Authority, Tax Increment Adjustable Rate Revenue Bonds (South Sheridan Urban Renewal Project) Series 2007 in the original aggregate principal amount of \$8,320,000, and presently outstanding in the aggregate principal amount of \$7,904,000 (the "Prior Bonds"); and

WHEREAS, an urban renewal plan, known as the "South Sheridan Urban Renewal Plan" (the "Urban Renewal Plan"), was duly and regularly approved by the City Council of the City for an urban renewal project under the Act; and

WHEREAS, all applicable requirements of the Act and other provisions of law for and precedent to the adoption and approval by the City of the Urban Renewal Plan have been duly complied with; and

WHEREAS, the Authority has determined that it is in the best interests of the Authority and the citizens and taxpayers of the City that the Prior Bonds be refunded (the "Refunding Project"); and

WHEREAS, the Authority intends to enter into a Loan Agreement with Vectra Bank Colorado, National Association ("Vectra") to obtain a loan in the principal amount of not to exceed \$8,100,000 (the "Loan") in order to finance the costs of the Refunding Project; and

WHEREAS, the proceeds derived from the Loan, after payment of the costs of issuance properly allocable thereto, along with such other legally available moneys of the Authority as may be necessary, shall be used to pay and cancel the Prior Bonds on the date of funding of the Loan, as more particularly hereinafter set forth; and

WHEREAS, the Authority specifically elects to apply the provisions of Title 11, Article 57, Part 2, C.R.S. (the "Supplemental Act") to the Loan; and

WHEREAS, the Loan shall be a limited obligation of the Authority payable solely from the Pledged Revenue (as defined in the Loan Agreement); and

WHEREAS, the Board desires to delegate to the Executive Director of the Authority the power to determine the terms of the Loan consistent with the provisions of this Resolution; and

WHEREAS, there are on file with the Secretary of the Board: (a) the proposed form of the Loan Agreement; (b) the proposed form of the promissory note, in the form attached to the Loan

Agreement (the "Note"), to be executed by the Authority and delivered to Vectra evidencing the Authority's obligations to pay the Loan; and (c) the proposed form of the 2009 Cooperation Agreement between the Authority and the City (the "Cooperation Agreement").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY, COLORADO, THAT:

Section 1. All actions (not inconsistent with the provisions of this Resolution) heretofore taken by the Board and the officers of the Authority directed toward the Refunding Project and the entering into of the Loan Agreement, the Note and the Cooperation Agreement hereby are ratified, approved and confirmed.

Section 2. The forms, terms and provisions of the Loan Agreement, the Note and the Cooperation Agreement (collectively, the "Documents") hereby are authorized and approved, and the Authority shall enter into the Documents in the respective forms as are on file with the Secretary of the Board, but with such changes therein as shall be consistent with this Resolution and as the Chair or Vice Chairperson of the Board or the Executive Director of the Authority shall approve, the execution thereof being deemed conclusive approval of any such changes. The Chair and/or the Vice Chairperson of the Board is hereby authorized and directed to execute and deliver the Documents, for and on behalf of the Authority. The Secretary of the Board is hereby authorized and directed to affix the seal of the Authority to, and to attest those Documents requiring the attestation of the Secretary.

Section 3. The officers of the Authority shall take all action which they deem necessary or reasonably required in conformity with the Act to enter into the Documents and refund the Prior Bonds, including the paying of incidental expenses, which are hereby authorized to be paid, and for carrying out, giving effect to and consummating the transactions contemplated by this Resolution and the Documents, including, without limitation, the execution and delivery of any necessary or appropriate closing documents to be delivered in connection with the execution and delivery of the Documents and the refunding of the Prior Bonds.

Section 4. Pursuant to Section 11-57-205, C.R.S., the Board hereby delegates to the Executive Director of the Authority the authority to make the following determinations with respect to the Loan, including the execution of any certificates necessary or desirable to evidence such determinations, which determinations shall be subject to the restrictions and parameters set forth below: (a) the rate or rates of interest on the Loan; (b) the conditions on which and the prices at which the Loan may be redeemed before maturity; (c) the existence and amount of any reserve funds; (d) the principal amount of the Loan; (e) the amount of principal maturing in any particular year; and (f) the dates on which principal and interest shall be paid. The foregoing authority shall be subject to the following restrictions and parameters: (1) the Loan shall mature not later than December 1, 2029; (2) the principal amount of the Loan shall not exceed \$8,100,000; (3) the initial interest rate on the Loan shall not exceed 4.95% per annum for the three year period commencing on the Closing Date of the Loan; and (4) the Loan may be prepaid on any date prior to the first anniversary of the Closing Date of the Loan upon payment of the principal amount of the Loan so prepaid plus accrued interest thereon to the date of prepayment, together with a prepayment penalty equal to one-half of one percent (0.50%) of the outstanding principal balance of the Loan; the Loan may be prepaid on any date on and after the first anniversary of the Closing Date of the Loan, upon payment of the principal amount of the Loan plus accrued interest thereon to the date of prepayment, without penalty.

Section 5. The Loan and the Note are special obligations of the Authority payable solely as provided in the Loan Agreement. The principal of, premium, if any, and interest on the Loan and the Note shall not constitute an indebtedness of the City or the State of Colorado or any political subdivision thereof, and neither the City, the State of Colorado nor any political subdivision thereof shall be liable thereon, nor in any event shall the principal of, premium, if any, and interest on the Loan and the Note, be payable out of funds or properties other than the Pledged Revenue, as such term is defined in the Loan Agreement. Neither the Commissioners of the Authority nor any persons executing the Loan Agreement or the Note shall be liable personally on the Loan Agreement or the Note.

Section 6. After the Loan Agreement and the Note are entered into, this Resolution shall be and remain irrevocable, and may not be amended except in accordance with the Loan Agreement, until the Loan and the Note shall have been fully paid, canceled and discharged in accordance therewith.

Section 7. The Prior Bonds shall be paid and cancelled on the date of funding of the Loan, at a price equal to the par amount thereof plus accrued interest.

Section 8. If, for any reason, the funds on hand from the Loan shall be insufficient to make the payment of the principal of and accrued interest on the Prior Bonds, as the same shall be due and payable as provided in Section 7 above, the Authority shall forthwith deposit additional legally available funds as may be required fully to meet the amount due and payable on the Prior Bonds.

Section 9. The officers of the Authority are hereby authorized and directed to take all actions necessary or appropriate to effectuate the provisions of this Resolution, including but not limited to the execution of such certificates and affidavits as may be reasonably required by Vectra.

Section 10. The Chair, the Vice Chairperson and the Executive Director are each hereby appointed as an Authorized Person, as defined in the Loan Agreement. Different or additional Authorized Persons may be appointed by resolution adopted by the Board and a certificate filed with Vectra.

Section 11. All costs and expenses incurred in connection with the Loan and the transactions contemplated by this Resolution shall be paid either from the proceeds of the Loan or from legally available moneys of the Authority, or from a combination thereof, and such moneys are hereby appropriated for that purpose.

Section 12. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 13. All bylaws, orders and resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order or resolution or part thereof.

Section 14. This Resolution shall be in full force and effect immediately upon its passage and approval.

PASSED, ADOPTED AND APPROVED this June 8, 2009.

(SEAL)

Chair/Vice Chairperson of the Board of Commissioners

ATTEST:

APPROVED AS TO LEGAL FORM:

Secretary

Attorney for the Authority

STATE OF COLORADO)
) SS.
 WESTMINSTER ECONOMIC)
 DEVELOPMENT AUTHORITY)

I, the Secretary of the Westminster Economic Development Authority (the "Authority"), do hereby certify that:

1. The foregoing pages are a true and correct copy of a resolution (the "Resolution") passed and adopted by the Board of Commissioners of the Authority (the "Board") at a regular meeting held on June 8, 2009.

2. The Resolution was duly moved and seconded and the Resolution was adopted at the meeting of June 8, 2009, by an affirmative vote of a majority of the members of the Board as follows:

Name	"Yes"	"No"	Absent	Abstain
Nancy McNally				
Chris Dittman				
Bob Briggs				
Mark L. Kaiser				
Mary Lindsey				
Scott Major				
Faith Winter				

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

4. The Resolution was approved and authenticated by the signature of the Chair or Vice Chairperson of the Board, sealed with the Authority seal, attested by the Secretary of the Board and recorded in the minutes of the Board.

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

6. Notice of the meeting of June 8, 2009, in the form attached hereto as Exhibit A, was posted in at the Westminster City Hall, 4800 W. 92nd Street, in the City of Westminster, not less than twenty-four hours prior to the meeting in accordance with law.

WITNESS my hand and the seal of said Authority affixed June 8, 2009.

(SEAL)

 Secretary

EXHIBIT A

(Form of Notice of Meeting)

WEDA Agenda Item 3 B&C

Agenda Memorandum

Westminster Economic Development Authority Meeting
June 8, 2009



SUBJECT: Public Hearing and Resolution No. 113 re 2009 Westminster Economic Development Authority Loan Supplemental Appropriation for the South Sheridan URA

Prepared By: Karen Creager, Special Districts Accountant

Recommended Board Action

1. Hold a Public Hearing on the Westminster Economic Development Authority (WEDA) Budget Amendment for 2009.
2. Adopt Resolution No. 113 adopting an amendment to the 2009 WEDA budget as presented and appropriate the funds.

Summary Statement

- Prior to the opening of this public hearing, the Board considered authorizing the Executive Director to enter into a fixed rate loan agreement of up to \$8,100,000 with Vectra Bank to refinance the Series 2007 WEDA Bonds (South Sheridan URA).
- In anticipation of the Board approving the loan, the attached resolution was prepared for the Board's consideration to amend the 2009 budget for WEDA to appropriate the loan proceeds.
- A public hearing is required pursuant to Section 29-1-108 of the Colorado Revised Statutes.

Expenditure Required: \$8,100,000

Source of Funds: Loan Proceeds

Policy Issue

Should the attached 2009 budget amendment be adopted by the Board?

Alternative

The alternative would be to not adopt an amendment to the 2009 budget. However, providing that the loan is approved by the Board, Budget Law, C.R.S. 29-1-109 requires that the budget be amended in order to authorize the expenditure of the loan proceeds.

Background Information

This supplemental appropriation was prepared in anticipation of the Board approving the time sensitive refinancing of the Series 2007 WEDA Bonds (the “Bonds”). In the previous agenda memo presented to the Board at this meeting, Staff detailed the steps necessary to refinance the Bonds that were issued to finance the construction of the public infrastructure improvements in the South Sheridan Urban Renewal Area. One step is to pay-off the balance of the Bonds with the loan proceeds. In order to properly reflect that transaction on the books of WEDA, the loan proceeds must be appropriated.

The attached resolution appropriates the maximum approved loan to accomplish the refinancing as previously authorized by the Board. When the refinance is completed, the actual amount of the loan will be recorded on WEDA’s books. Appropriating the maximum amount allows for the appropriation to be recorded at the time of the approval of the refinance instead of Staff having return to the Board at a later date for the appropriation. This also allows Staff to move quickly to finalize the agreements with Vectra Bank in this critical transaction.

The adjustments will amend Revenue and Expenditure accounts as follows:

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Loan Proceeds	6800.46000.0190	\$0	<u>\$8,100,000</u>	\$8,100,000
Total Change to Revenues			<u>\$8,100,000</u>	

EXPENDITURES

Description	Account Number	Current Budget	Amendment	Revised Budget
Other Financing Use	68010900.78800.0190	\$2,815	<u>\$8,100,000</u>	\$8,102,815
Total Change to Expenses			<u>\$8,100,000</u>	

Respectfully submitted,

J. Brent McFall
Executive Director

Attachment

WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY

RESOLUTION NO. **113**

INTRODUCED BY COMMISSIONERS

SERIES OF 2009

2009 WEDA BUDGET AMENDMENT

WHEREAS, the Board of Commissioners of the Westminster Economic Development Authority (WEDA) must adopt an operating budget prior to each fiscal year; and

WHEREAS, a budget for 2009/2010 was adopted by the Board of Commissioners on October 13, 2008; and

WHEREAS, there is the need for WEDA to refinance the Series 2007 WEDA Bonds to reduce borrowing costs and preserve fund balances for future debt service; and

WHEREAS, the Board previously authorized a loan agreement with Vectra Bank to accomplish the refinance; and

WHEREAS, proper notice for the loan budget amendment was published on June 4, 2009 pursuant to the requirements of Section 29-1-106 Colorado Revised Statutes; and

WHEREAS, a public hearing for the loan budget amendment was held on June 8, 2009 pursuant to the requirements of Section 29-1-109, Colorado Revised Statutes; and

WHEREAS, no objections have been filed by any elector of WEDA to the proposed amendment;

NOW, THEREFORE, BE IT RESOLVED by the Board of the Westminster Economic Development Authority:

1. The 2009 budget increase shall be allocated to WEDA Revenue and Expenditure accounts as described in the WEDA Agenda Item 3 B&C, June 8, 2009 (a copy of which may be obtained from the City Clerk) .
2. That the City of Westminster Finance Director, Tammy Hitchens, is hereby directed to cause a certified copy of the budget amendment to be filed in the office of the Division of Local Government, Department of Local Affairs, 1313 Sherman Street, Room 520, Denver, Colorado, 80203.

PASSED AND ADOPTED this 8th day of June, 2009.

ATTEST:

Chairperson

Secretary