



CITY COUNCIL AGENDA

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

Members of the audience are invited to speak at the Council meeting. Citizen Communication (item 7) and Citizen Presentations (item 12) are reserved for comments on items not contained on the printed agenda.

1. Pledge of Allegiance
2. Roll Call
3. Consideration of Minutes of Preceding Meetings
4. 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 citizen wishes to have an item discussed. Citizens then may request that the subject item be removed from the Consent Agenda for discussion separately.

8. Consent Agenda
 - A. Staffing for Adequate Fire and Emergency Response Grant Application
 - B. Jefferson County Department of Health and Environments West Nile Virus IGA
 - C. Amendment of Ranch Filings 2 and 6 Masonry Wall Construction Contract
 - D. Second Reading CB No. 31 re Emergency Management Performance Grant
 - E. Second Reading CB No. 32 re CLUP Amendment for Village Homes re 72nd Ave. & Sheridan Blvd. Wal-Mart
 - F. Second Reading CB No. 33 re Rezoning the Shoenberg Venture parcels re 72nd Ave. & Sheridan Wal-Mart
9. Appointments and Resignations
10. Public Hearings and Other New Business
 - A. TABLED Councillor's Bill No. 13 re Country Club Village Business Assistance Package
 - B. Public Hearing re Designation of the Savery Mushroom Farm Water Tower as a Local Historic Landmark
 - C. Resolution No. 24 re Designation of the Savery Mushroom Farm Water Tower as a Local Historic Landmark
 - D. Resolution No. 25 re City Council's Formal Support of State Referenda C and D
 - E. Resolution No. 26 re 2005 Great Outdoors Colorado Grant Contract
11. Old Business and Passage of Ordinances on Second Reading
12. Citizen Presentations (longer than 5 minutes) and Miscellaneous Business
 - A. City Council
 - B. Executive Session
13. Adjournment

WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY MEETING

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, JULY 11, 2005 AT 7:00 P.M.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

Mayor McNally, Mayor Pro Tem Kauffman, and Councillors Davia, Dittman, Dixon, Hicks and Price were present at roll call. Stephen P. Smithers, Acting City Manager, Martin McCullough, City Attorney, and Linda Yeager, City Clerk, also were present.

CONSIDERATION OF MINUTES

Councillor Davia moved, seconded by Dixon, to approve the minutes of the meeting of June 27, 2005. The motion passed unanimously.

CITY MANAGER COMMENTS

Mr. Smithers proudly announced that Team Westminster, on which Mayor McNally, Mayor Pro Tem Kauffman, and Councillor Price participated, had placed first in the 26th Annual Mayor's Raft Race at Webster Lake in E. B. Rains Park. Further, the City Park Skateboard facility would be dedicated on July 14.

CITY COUNCIL COMMENTS

Several Council members reported on July 4th events they had enjoyed. From a spectacular fireworks display to the Great American Race vintage auto display at the Promenade to a fishing contest or an old-time baseball game, there had been something for everyone to enjoy.

Mayor McNally announced that Council would be at City Park July 14 for "We're All Ears" and encouraged public participation.

CITIZEN COMMUNICATION

Carole Pool, 11420 Quivas Way, requested the City's assistance in repairing wind damage to the Butterfly Pavilion as quickly as possible. Mr. Smithers responded concerning the status of staff's review.

CONSENT AGENDA

The following items were submitted for Council's consideration on the consent agenda: authority to submit a SAFER (Staffing for Adequate Fire and Emergency Response) grant application to the US Department of Homeland Security; authority for the City Manager to sign an Intergovernmental Agreement with the Jefferson County Department of Health and Environment to reimburse the City for 2005 mosquito control expenses in the Jefferson County portion of Westminster; authority for the City Manager to execute a contract modification increasing the amount for construction of the Special Improvement District masonry walls in Filings 2 and 6 of the Ranch Subdivision by \$12,000; final passage of Councillor's Bill No. 31 authorizing a \$20,000 supplemental appropriation to receive a grant from the Colorado Division of Emergency Management; final passage of Councillor's Bill No. 32 amending the Comprehensive Land Use Plan designation of the Village Homes of Colorado, Inc. property from R-8 Residential to Retail/Commercial and the property at 7007 Sheridan Boulevard from R-3.5 Residential to Retail/Commercial; and final passage of Councillor's Bill No. 33 rezoning the Shoenberg Venture parcels from C-1 to Planned Unit Development (PUD) and a parcel known as 7007 Sheridan Boulevard from R-1 to PUD.

Mayor McNally asked if any member of Council or the audience wished to remove an item from the consent agenda for discussion purposes or separate vote. There were no requests.

Councillor Dittman moved, seconded by Dixon, to approve the items on the consent agenda, as presented. The motion carried unanimously.

PUBLIC HEARING RE SAVERY MUSHROOM FARM WATER TOWER LANDMARK DESIGNATION

At 7:15 P.M. Mayor McNally opened a public hearing to consider designating the Savery Mushroom Farm Water Tower as a local historic landmark. Vicky Bunsen, Community Development Programs Coordinator, entered into evidence the legal notice for this hearing, the agenda memorandum, and the application for historic landmark designation. The circa 1925 tower was the only intact remnant of a corporate agricultural facility known as the Savery Mushroom Farm that operated from 1923 through 1953. The water tower, located at the west end of West 110th Court in the Savory Farm Subdivision, exemplified the economic heritage of Westminster.

Testifying in support of the landmark designation were Linda Cherrington, 9211 Julian Way, and Karen Hardin, 5133 West 73rd Avenue, both of the Westminster Historical Society; Joe Snider, 5136 West 69th Place; and Bruce McMillan, 2800 West 110th Court and a representative of the Savory Farms Homeowners Association.

At the conclusion of public testimony, Ms. Bunsen advised that the application satisfied criteria of the Westminster Municipal Code for landmark designation. The hearing was closed at 7:34 P.M.

RESOLUTION NO. 24 DESIGNATING SAVERY MUSHROOM FARM WATER TOWER A LANDMARK

It was moved by Councillor Davia, and seconded by Councillor Hicks, to adopt Resolution No. 24 designating the Savery Mushroom Farm Water Tower as a local historic landmark pursuant to Section 11-13-5 of the Westminster Municipal Code. At roll call, the motion carried unanimously.

RESOLUTION NO. 25 RE FORMAL SUPPORT OF STATE REFERENDA C AND D

It was moved by Councillor Dixon, seconded by Dittman, to pass Resolution No. 25 in support of State of Colorado referenda C and D, collectively known as the Colorado Economic Recovery Act. At roll call, the motion passed unanimously.

RESOLUTION NO. 26 RE 2005 GOCO GRANT CONTRACT

Councillor Price moved to adopt Resolution No. 26 authorizing the City Manager to sign a contract with Great Outdoors Colorado (GOCO) accepting a \$5,100 grant for Big Dry Creek Trail restoration and revitalization, funds to be used to hire the Mile High Youth Corps for one week. Seconded by Councillor Davia, the motion carried unanimously at roll call.

ADJOURNMENT:

There was no further business to come before Council, and the meeting adjourned at 7:40 P.M.

ATTEST:

Mayor

City Clerk



Agenda Memorandum

City Council Meeting
July 11, 2005



SUBJECT: Staffing for Adequate Fire and Emergency Response Grant

Prepared By: Ken Watkins, Deputy Chief of Technical Services

Recommended City Council Action

Retroactively authorize staff to submit an application to the United States Department of Homeland Security for the Staffing for Adequate Fire and Emergency Response (SAFER) Grant.

Summary Statement

The United States Department of Homeland Security, Office of Domestic Preparedness has created the Staffing for Adequate Fire and Emergency Response (SAFER) grant as part of the Assistance to Firefighters Grant Program. The purpose of SAFER is to award grants directly to volunteer, combination, and career fire departments to help the departments increase their cadre of firefighters. The grant provides a Federal share of salaries and associated benefits to a total of \$100,000 per firefighter position for four years. If awarded a grant, the City would be required to match the Federal share by paying the remainder of the firefighter's salary and benefits for the five year performance period, and thereafter.

The application period for the grant was May 31 to June 28, 2005. Staff is bringing this issue to City Council at this time due to special circumstances. Upon introduction of the SAFER program in May 2005, Staff evaluated the feasibility of a SAFER grant and decided not to pursue at that time. Late in the application period, Staff was notified that very few applications had been submitted and upon re-evaluation decided to submit a grant request for one firefighter position. This request was filed within the grant application period but there was not enough time to bring this application to Council before submittal. If Council is not in favor of pursuing this grant, the application can be withdrawn.

Expenditure Required: \$281,846.00 (Five Year Grant Performance Period)

Source of Funds: 2006-2010 Fire Department Budget
\$100,000 from Staffing for Adequate Fire and Emergency Response Grant

Policy Issues

Should the City of Westminster apply for SAFER grant funds to be used to partially pay the salary and benefits of one firefighter position?

Should the City commit to future Fire Department budget allocations to cover the matching costs for this grant over the five year performance period?

Alternative

Direct Staff to withdraw the application for a SAFER grant. This is not recommended as this grant would enable the City to fund a significant portion of a position that was already a part of the Fire Department's future staffing plan.

Background Information

The United States Department of Homeland Security has allocated \$65 million for the SAFER grant program. The program purpose is to increase the number of firefighters for volunteer, combination, and career fire departments. A second purpose is to create retention programs for volunteer fire departments. Approaching the last week of the grant application period Staff was notified that a limited number of applications were submitted and fire departments were encouraged to submit an application. Staff had previously evaluated the SAFER grant program and elected not to pursue for 2005, however after re-evaluating the program, and this notification, decided to submit an application for one firefighter position. This position would be used to back-fill a firefighter position that is currently being used as a fire inspector position in the Fire Prevention Bureau. By utilizing the grant, the department will be able to fill a firefighter vacancy in operations and still maintain the fire inspector position.

Specific Information on SAFER

- Five-year grant to assist fire departments pay a portion of the salaries of newly hired firefighters.
- Grant provides a pro-rated Federal share of salaries and associated benefits to a total of \$100,000 over four years. Overtime, uniforms and equipment, and administrative or indirect costs are not eligible. The actual funding schedule is as follows:
 - Year One: 90 % of the actual costs or \$36,000
 - Year Two: 80% of the actual costs or \$32,000
 - Year Three: 50% of the actual costs or \$20,000
 - Year Four: 30% of the actual costs or \$12,000
 - Year Five: No Federal share – all costs borne by grantee
- The Grant requires the grantee to match an increasing proportion of the salary over a four-year period as described above. In the fifth year of the grant, the grantee must absorb the entire cost of any positions awarded as a result of the grant.
- No funding limit or limit on the number of positions eligible for funding per application.
- These positions must be in addition to authorized and funded active firefighter positions.
- Grantees must maintain the number of authorized and funded positions as declared at the time of application PLUS the awarded new firefighter positions throughout the period of performance (five years).
- Staffing levels must be maintained at or above the level at the time of application.
- If a funded position becomes vacant the grantee will be allowed a six month period to fill the position. If unable to fill the position in this time, grantee will be considered in default.
- Grantees that fail to maintain this level of staffing risk losing all or a portion of their grant.

SUBJECT: Staffing for Adequate Fire and Emergency Response Grant

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Staff submitted an application for the SAFER grant on June 27, 2005. Grant award notifications will begin in September 2005 and continue through mid-2006. If Council approves this application, the City would be notified of award during this period.

Respectfully submitted,

J. Brent McFall
City Manager



Agenda Item 8 B

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
July 11, 2005



SUBJECT: Jefferson County Department of Health and Environments West Nile Virus Intergovernmental Agreement

Prepared By: Richard Dahl, Park Services Manager

Recommended City Council Action:

City Council action is requested to authorize the City Manager to sign the attached Intergovernmental Agreement (IGA) between the City of Westminster, and the Jefferson County Department of Health and Environment to reimburse the City for mosquito control expenses within the Jefferson County portion of the City for the year 2005.

Summary Statement:

- In order to deal effectively with the continuing threat of mosquito borne transmission of West Nile Virus and other aboviral diseases, Jefferson County, for 2005, is contracting with Colorado Otter Tail Environmental, Inc. for Integrated Mosquito Management (IMM) services within certain areas of Jefferson County.
- On December 14, 2004, the City entered into a three-year agreement with Colorado Mosquito Control (CMC) to manage and control mosquitoes within the boundaries of the City of Westminster.
- The City of Westminster's 2005 expenditure of mosquito control with CMC is \$41,850.
- Because the City currently performs mosquito control within Jefferson County, the County will reimburse a portion of the City's West Nile Virus maintenance program in the amount of \$10,841.

Expenditure Required: \$ 0

Source of Funds: N/A

SUBJECT: Jefferson County Department of Health and Environments West Nile Virus IGA Page 2

Policy Issue

Should the City of Westminster enter into an Intergovernmental Agreement with the Jefferson County Department of Health and Environment to receive reimbursement in the amount of \$10,841 for mosquito control in the portion of the City that lies within Jefferson County?

Alternative

Council could choose to not approve the IGA. Staff would advise against this option as additional funding for the program will offset future expenses in mosquito control related to the West Nile Virus.

Background Information

The Jefferson County Health Department deems the threat of West Nile Virus to be serious enough to initiate a County-wide mosquito control program. As Westminster currently has a mosquito program (originally established in 1986), the County will reimburse the City for the cost it would have paid its contractor, Otter Tail Environmental Inc., to perform West Nile Virus control measures within the City of Westminster. The Department of Parks, Recreation and Libraries will be responsible to provide the County with documentation necessary to comply with the IGA Mosquito Management reimbursement program.

Participation in this IGA helps meet the City's Strategic Plan by providing a "Safe and Secure Community" and a "Beautiful City."

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

**INTERGOVERNMENTAL AGREEMENT FOR COOPERATIVE
MOSQUITO MANAGEMENT PROGRAM**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into effective as of the ___ day of _____, 2005, between the **JEFFERSON COUNTY DEPARTMENT OF HEALTH AND ENVIRONMENT**, whose address is 1801 19th Street, Golden, CO 80401, hereinafter referred to as the "Health Department"; and the **CITY OF WESTMINSTER**, a municipal corporation of the State of Colorado, with its principal office located at 4800 w. 92ND Ave., Westminster, CO, hereinafter referred to as "Municipality."

WITNESSETH:

WHEREAS, in order to effectively deal with the continuing threat of mosquito borne transmission of West Nile Virus and other arboviral diseases, the Health Department has contracted with OtterTail Environmental, Inc., ("Company") for Integrated Mosquito Management ("IMM") services within certain areas of Jefferson County, Colorado, during the year 2005; and

WHEREAS, said IMM services are detailed in a document entitled PURCHASE OF SERVICES AGREEMENT, signed April 19, 2005, a copy of which is attached hereto and incorporated herein as Exhibit A, and the area to receive IMM services is set forth in the Coverage Map, which is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, for an additional price to be paid to Company by other participating municipalities through payment to the County, the Company through the direction of the Health Department will perform requested IMM services as outlined in PURCHASE OF SERVICES AGREEMENT as clarified in Exhibit C (which is attached hereto and incorporated herein) within the boundaries of the County; and

WHEREAS, the County has provided funds to the Health Department for the IMM services with the Company through a budget transfer and the Health Department will make payments to Company from such funds; and

WHEREAS, the parties now desire to enter into this Intergovernmental Agreement so as to memorialize their agreement with respect to their respective responsibilities regarding the provision of such IMM services within Municipality's boundaries; and

WHEREAS, the Municipality has contracted with another entity for provision of IMM services,

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. **PROVISION OF IMM SERVICES BY COMPANY WITHIN**

MUNICIPALITY'S BOUNDARIES: WHEREAS, the Municipality has contracted for IMM services with another entity for provision of service, the Company will provide no IMM services in the Municipality. Upon the signing of this Intergovernmental Agreement by the parties hereto, the Health Department shall pay the Municipality in accordance with paragraph 3 below for the performance of IMM services by another entity such as those detailed in Exhibit A within the areas within the Municipality's boundaries as shown on the Coverage Map (Exhibit B) as clarified in Exhibit C during the year 2005. It is understood that the services and service fee do not include adulticide services. The Health Department will monitor the need for adulticiding and advise the County and all participating municipalities if an adulticide program is recommended.

2. **PROVISION OF IMM SERVICES BY MUNICIPALITY AND/OR A MUNICIPALITY CONTRACTOR WITHIN MUNICIPALITY'S BOUNDARIES:** The Municipality shall be responsible for providing public education of their citizens, referring citizen complaints to their contractor entity, coordinating with JCDHE on IMM activities or concerns, and advising JCDHE of IMM activities within their jurisdiction conducted by entities other than the Company on a semimonthly basis on or before the 5th and the 20th of each month – July through September (Exhibit E).
3. **PAYMENT OF SERVICE FEE:** County agrees to pay to the Municipality Ten Thousand Eight Hundred Forty One Dollars and 00/100 (\$ 10,841.00) to reimburse the Municipality for the portion of the IMM services to be performed by the entity with which the Municipality established a contract for services within Municipality's boundaries during the year 2005. This amount is based on IMM service rate the Company receives. The Health Department shall pay the Municipality after execution of this Intergovernmental Agreement by the last party and upon receipt of billing by the Health Department.
4. **MONITORING OF THE WORK OF COMPANY AND OTHER PROVISION OF SERVICES:** Staff from the Health Department shall be responsible for monitoring the work of Company in other areas of the County. The Municipality shall ensure that the IMM services such as those detailed in paragraph 2 above and in Exhibit A and Exhibit B and as clarified in Exhibit C, are fulfilled by their contractor entity during the year 2005 within Municipality's boundaries. Furthermore the Health Department will be responsible for coordinating with the Municipality, providing public education and reporting on the status of mosquito-borne diseases and vector control. Notice and contact shall be through Dr. James Dale, Jefferson County Department of Health and Environment, 1801 19th Street, Golden, Colorado, 80401; PHONE: 303-271- 5718; FAX: 303-271-5702; EMAIL: jdale@jeffco.us .
5. **AGREEMENT BY THE HEALTH DEPARTMENT TO PAY FOR IMM SERVICES TO BE PERFORMED BY COMPANY WITHIN THE**

UNINCORPORATED AREA SHOWN ON THE COVERAGE MAP (Exhibit B):

The Health Department shall pay for and direct Company to perform the IMM services set forth in Exhibit A during 2005 within the unincorporated area as shown on Coverage Map (Exhibit B).

6. **TERM:** The term of this Intergovernmental Agreement shall be from the date of signature by the last party hereunder to and until December 31, 2005.
7. **LIABILITY INSURANCE COVERAGE/INDEMNITY/WARRANTY:** As described in paragraphs 5 and 6 of the PURCHASE OF SERVICES AGREEMENT, the contractor will maintain Liability Insurance coverage and will hereby indemnify and hold JCDHE harmless from all claims, damages, loss, injury, cost and expense, including attorneys' fees resulting from or related to any negligent or intentional acts or omissions of the Contractor, its agents, employees, subcontractors and consultants, in its performance of the agreement. Also see Exhibit D.
8. **NO GUARANTEE BY THE HEALTH DEPARTMENT:** Municipality acknowledges that although the goal of the IMM services to be performed within Municipality's boundaries by the Company is to reduce the mosquito population and consequent threat of transmission of West Nile Virus, the Health Department makes no guarantee as to the effectiveness of such IMM services in achieving such goal.
9. **ENTIRE AGREEMENT:** This writing constitutes the entire Intergovernmental Agreement between the parties hereto with respect to the subject matter herein, and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties.
10. **NO WAIVER OF IMMUNITY:** No portion of this Intergovernmental Agreement shall be deemed to constitute a waiver of any immunities the parties or their officers or employees may possess, nor shall any portion of this Intergovernmental Agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this Intergovernmental Agreement.
11. **NO THIRD PARTY BENEFICIARY ENFORCEMENT:** It is expressly understood and agreed that the enforcement of the terms and conditions of this Intergovernmental Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Intergovernmental Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Intergovernmental Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Intergovernmental Agreement shall be an incidental beneficiary only.

Signed by the parties' the _____ day of _____, 2005.

Jefferson County Department of Health and Environment

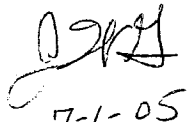
By: _____
Secretary to the Board of Health

By: _____
President Board of Health

ATTEST: CITY OF _____, a municipal corporation of the STATE OF COLORADO

By: _____,
City/Town Clerk

By: _____,
City Manager

app'd 
7-1-05

PURCHASE OF SERVICES AGREEMENT

THIS AGREEMENT dated for reference purposes only the 15th day of March, 2005, is made and entered into by and between the **Jefferson County Department of Health and Environment**, 1801 19th Street, Golden, CO 80401, hereinafter referred to as "JCDHE", and **OtterTail Environmental, Inc.**, 1045 N. Ford Street, Golden, CO 80401, hereinafter referred to as "Contractor."

WITNESSETH

WHEREAS, JCDHE is interested in contracting with a professional to provide integrated mosquito management services; and

WHEREAS, the Contractor desires to provide those services to JCDHE,

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties hereto covenant and agree as follows:

1. TERM

This Agreement shall be in effect for the period March 15, 2005 through December 31, 2005.

2. RESPONSIBILITIES: The Contractor shall provide the following Integrated Mosquito Management (IMM) services as detailed below:

- Surveillance and Monitoring
- Larval Mosquito Surveillance and Control
- Public Education and Other Services
- Public Health Emergency and Adulticiding Assistance
- Reports and Record Keeping
- Areas to be served

a. Surveillance and Monitoring:

i. **Sentinel Surveillance**: as directed by JCDHE, following the Colorado Department of Health and Environment (CDPHE) guidelines:

1. Supply, equip and operate one (1) Center for Disease Control and Prevention (CDC)-type mosquito light traps at the sentinel site designated by JCDHE.
2. Supply, equip and operate two (2) gravid-type traps at the sentinel site designated by JCDHE.
3. Maintain and operate traps. The JCDHE shall not be responsible for any lost,

damaged or stolen traps.

4. Identify, speciate, and count all trapped mosquitoes by methods recognized by CDC and report this information to JCDHE at least once per week in an electronic format.
 5. Submit appropriately speciated mosquitoes per CDPHE guidelines to the state laboratory for viral testing.
 6. The period of performance shall be on or about May 15, 2005 through September 30, 2005.
- ii. Routine surveillance: as directed by JCDHE :
1. Supply, equip and operate a minimum of sixteen (16) CDC-type mosquito light traps at sites selected/approved by JCDHE within the contract area. Light traps shall be operated one night per week. Trap nights cancelled due to inclement weather or other circumstances may be waived or required by the JCDHE.
 2. Supply, equip and operate a minimum of nine (9) gravid-type traps at sites selected/approved by JCDHE within the contract area. Gravid traps shall be operated one night per week. Trap nights cancelled due to inclement weather or other circumstances may be waived or required by JCDHE.
 3. Maintain and operate traps. The JCDHE shall not be responsible for any lost, damaged or stolen traps.
 4. Identify, speciate, and count all trapped mosquitoes by methods recognized by CDC and report this information to JCDHE at least once per week in an electronic format.
 5. Collect dead birds and/or small mammal species for submission for viral testing per CDPHE guidelines and submit them to the state laboratory if requested by JCDHE. Contractor shall provide appropriate Personal Protective Equipment for their employees performing this function.
 6. The period of performance shall be on or about June 1, 2005 through September 30, 2005.

b. IMM Larval Mosquito Surveillance and Control

i. Potential Larval Development (PLD) Site Map

1. Use PLD maps of potential larval development sites provided by JCDHE.
2. Add new sites during the season as identified.

ii. PLD Site Surveillance:

1. Using the PLD map noted in paragraph Bi above, initially visit all previously (identified) PLD sites that have the potential to serve as mosquito-breeding locations. Based upon that PLD site visit, determine which sites have the highest potential for mosquito breeding (“targeted sites”) and those sites which are considered “non-breeding.”
2. Inspect non-breeding sites on no less than a monthly basis to determine if any changes have occurred that would warrant a re-evaluation of their status.
3. Inspect targeted sites at least once per week by visual observation and dipping any standing water for mosquito larvae.
4. Inspect a representative number of storm water catchment basins in the service area for the presence of mosquito larvae. If it is determined that certain basins are producing excessive numbers of mosquitoes, follow the larval control procedures outlined below.
5. Report PLD Site Surveillance activities and findings to JCDHE weekly. These summary reports shall include, but not limited to, site conditions, dip counts and the like, plus larval speciation and development status (instar) in an electronic format.

iii. Larval Control:

1. Use appropriate methods of larval control, including but not limited to, 180-day briquettes, 30-day residual pellets, granular larvicides, monomolecular oils, or other larval control agents approved by CDPHE or the US Environmental Protection Agency.
2. Use appropriate agents for the circumstances, maintain Material Safety Data Sheets (MSDS) for all products used, and provide such information to JCDHE and the public upon request.
3. Determine and use the most appropriate method for larvicide distribution, such as hand application, backpack broadcasters, ATV, etc.
4. Entry onto private property shall be by prior authorization of the owner / agent.
5. In the course of field work, note areas of clogged ditches and streams, neglected swimming pools, etc. that have the potential for larval development and provide such information to JCDHE. Work with local code enforcement officials to

provide the location and identification of these sites.

6. Report to JCDHE all locations where control measures were used, the type of measures used and the apparent results on a weekly basis in an electronic format.

c. Public Education and Other Services:

- i. Maintain a toll-free (in Colorado) telephone line and accept calls from the public in the contract area reporting mosquito problems or stagnant, standing water.
- ii. Provide the public with phone numbers to the Colorado Help line and/or JCDHE.
- iii. Upon request, provide an in-service training to JCDHE employees not to exceed four (4) hours.
- iv. Upon request, provide informational briefing(s) to the Board of Health covering ongoing and year-end activities.

d. Public Health Emergencies and Adulticiding:

- i. In the event that the Board of Health and the Board of County Commissioners declare a public health emergency, assist JCDHE with coordinating adulticiding or aerial spraying (Cost of adulticiding is not included in this contract).
- ii. In the event that adulticiding or aerial spraying is to be performed, notify all residents in the area to be sprayed as required by law to include those who are registered in the State of Colorado Pesticide Sensitive Registry. A minimum of 3 attempts shall be made to reach these registry persons prior to the spraying or application.
- iii. Collaborate with applicators to ensure that insecticide application will be shut off in front of and upwind from these properties of residents in the area who are registered in the State of Colorado Pesticide Sensitive Registry. Maintain records of applications to include shut-off. Maintain MSDS for all products used and shall provide such information upon request.

e. Reports and Record Keeping: Provide the following reports during the duration of the contract:

- i. Summary of weekly activities, including, but not limited to:
 1. light and gravid trapping
 2. inspections performed and sites visited
 3. larvicide applications
 4. public contacts made.
- ii. Upon request, provide for review daily field activity and inspection reports.

- iii. Within 60 days after the end of the contract period the contractor shall provide six (6) copies of a final written report summarizing all activities performed, and results achieved and a CD containing this report.
- f. Areas to be served with the exception of Trailmark, are outlined in the map at Attachment 1 and as detailed below:
 - o Unincorporated Jeffco 89.3
 - o Edgewater 1.5
 - o Lakeside 0.2
 - o Morrison 1.0
 - o Mountain View 0.1
 - o Golden 8.0
 - o Wheat Ridge 9.0
 - o Littleton (Trailmark) 1.0
 - o Lakewood 26.6
 - o Arvada 27.0
 - Total 163.7**

Specific areas not included in the service area are outlined on the map at Attachment 1 and detailed below:

- o The 13 square miles of federal land.
- o Three square miles of Arvada immediately bordering the east side of Highway 93 at the request of the city.
- o An area in Lakewood of 16.4 square miles covered by a separate contract between the city and a vendor.
- o The 16.5 square miles of Westminster in Jefferson County covered by a separate contract between the city and a vendor.

3. COMPENSATION AND PAYMENT

- a. JCDHE will reimburse the Contractor a total of \$215,124 in 5 equal monthly payments starting in June 2005. Contractor services will be documented and approved prior to authorization for payment.
- b. Contractor shall submit a monthly invoice to JCDHE by the 5th of the following month of service. Failure to submit billing information in a timely manner and correct format shall result in non-payment of invoice.
- c. Contractor shall be reimbursed within fourteen (14) days after receipt and approval of the invoice.

4. INDEPENDENT CONTRACTOR STATUS, PAYMENT OF TAXES AND INSURANCE COVERAGE

- a. In performing services under this Agreement the Contractor is acting as an independent contractor

and not as an agent or employee of JCDHE.

- b. As an independent contractor, the Contractor is solely liable and responsible for maintaining worker's compensation insurance which complies with statutory requirements in the State of Colorado, unemployment insurance benefits, and the withholding and payment of any and all federal, state and local taxes applicable to the receipt of funds or other consideration by the Contractor under the terms of this Agreement.

5. INDEMNIFICATION

Contractor hereby indemnifies and holds JCDHE harmless from all claims, damages, loss, injury, cost and expense, including attorneys' fees resulting from or related to any negligent or intentional acts or omissions of the Contractor, its agents, employees, subcontractors and consultants, in its performance of this Agreement. This provision shall survive the termination of this Agreement.

6. INSURANCE

In performing services under this Agreement, the Consultant shall submit a certificate of insurance to JCDHE establishing the Consultant has professional liability and automobile liability insurance provided by an insurance carrier licensed to do business in the State of Colorado.

7. NON ASSIGNMENT

Neither this Agreement nor any interest therein, or any claim there under, shall be assigned by the Contractor to any third person without the prior written consent of JCDHE.

8. OFFICIALS NOT TO BENEFIT

No elected or employed member of JCDHE shall directly or indirectly receive or be paid any share or part of this Agreement or any benefit that may arise therefor. The Contractor warrants that it has not retained any company or person (other than a bona fide employee working solely for the Contractor) to solicit or secure this Agreement, and that the Contractor has not paid or agreed to pay to any company or person, (other than a bona fide employee working for the Contractor), any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award of this Agreement to the Contractor. Upon learning of any breach or violation of this provision, JCDHE shall have the right to terminate this Agreement with no further liability or obligation for payment.

9. EMPLOYMENT OPPORTUNITY USE OF COLORADO LABOR, ILLEGAL ALIENS

The Contractor shall not refuse to hire, discharge, promote, demote or discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, sex, color, national origin or ancestry, disability or age. The Contractor shall not knowingly employ unauthorized aliens to perform any portion of the Agreement and shall comply with the provisions of the Immigration Reform and Control Act of 1986.

10. NON-APPROPRIATION

The payment of JCDHE's obligations hereunder in the fiscal years subsequent to the Agreement period are contingent upon funds for this Agreement being appropriated and budgeted. If funds for this Agreement are not appropriated and budgeted in any year subsequent to the fiscal year of the execution of this Agreement, this Agreement shall terminate. JCDHE's fiscal year is the calendar year.

11. STATUTES, REGULATIONS AND ORDINANCES

The Contractor shall observe and comply with federal, state and local laws, regulations, rules or ordinances that affect those employed or engaged by it, the materials or equipment used or the performance of the project and shall procure any and all necessary approvals, licenses and permits all at its own expense.

12. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or in any circumstance shall be unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or in other circumstances shall not be effected thereby and shall be enforced to the greatest extent permitted by law.

13. TERMINATION

Either party may terminate this agreement, without cause, by notice at least 15 days prior to the effective date of the notice, in writing to the other party, except that this agreement may be terminated immediately, with notice, for failure to perform. If terminated, final payment will be due within 15 days of the termination date, and will be based upon a proration of the fee due for that month through the date of termination, if it is a fixed rate contract. Such payment to be considered payment, in full, for services performed under this agreement. If it is a time and materials contract, the Contractor will be compensated for the time and materials through the date of termination.

14. ENTIRE AGREEMENT

This Agreement and Exhibits constitute the entire Agreement among the partners and all other and prior Agreements among the parties relating to such subject matter are hereby cancelled and superseded in their entireties. No variations, modifications or changes herein or hereof shall be binding upon any party hereto unless set forth in a document duly executed by such party.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of April 14 2005 be effective as of March 15, 2005.

JEFFERSON COUNTY DEPARTMENT
OF HEALTH AND ENVIRONMENT

Cathy Corcoran
Cathy Corcoran, President
Board of Health

ATTEST: Bonnie McNulty
By: Bonnie McNulty, Secretary
Board of Health

OTTERTAIL ENVIRONMENTAL, INC.

Ed Fleming

02-0695831
SSN / EIN

Jefferson County Integrated Mosquito Management (IMM) Program – Areas Covered, Contracted areas and Contract amount.

The attached map^x details the areas covered in the contract, federal property, and areas provided services under separate contracts. For the purposes of the IGA, IMM services are provided for the areas listed below:

	<u>mi²</u>
• Unincorporated Jefferson County	89.3
• Edgewater	1.5
• Lakeside	0.2
• Morrison	1
• Mountain View	0.1
• Golden	8.0
• Wheat Ridge	9
• Lakewood	40
• Westminster	16.5
• Arvada	30
• Littleton in Jeffco (Trailmark)	1
• TOTAL:	196.6 square miles

Clarifications:

- The 13 square miles of federal land are not included in the program.
- Three square miles of Arvada immediately bordering the east side of Highway 93 are not included in the program at the request of the city.
- An area in Lakewood of 16.4 square miles is not included in the county contract as it is covered by a separate contract between the city and a vendor.
- The 16.5 square miles of Westminster in Jefferson County is not included in the county contract as it is covered by a separate contract between the city and a vendor.

Jefferson County contract area, total contract amount and rate per square mile:

• Contract area		<i>* Exhibit B</i>
○ Unincorporated Jeffco	89.3	
○ Edgewater	1.5	
○ Lakeside	0.2	
○ Morrison	1.0	
○ Mountain View	0.1	
○ Golden	8.0	
○ Wheat Ridge	9.0	

○ Littleton (Trailmark)	1.0
○ Lakewood	26.6
○ Arvada	27.0
Total	163.7

- **Total Contract Amount: \$215,124**
- **Amount per square mile: \$1314.14**

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/25/2005

PRODUCER (303)740-9404 FAX (303)779-8376
Gaspar-Jones & Assoc., Inc.
 7100 E. Belleview #101
 P.O. Box 4516
 Greenwood Village, CO 80155

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE NAIC #

INSURED **OTTERTAIL ENVIRONMENTAL**
 1045 N FORD ST
 GOLDEN, CO 80403

INSURER A: **Hartford Casualty Insurance Co** 29424

INSURER B: **Pinnacol Assurance Co**

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITH ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	34SBAPC7671	06/23/2004	06/23/2005	EACH OCCURRENCE	\$ 1,000,000
		<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A		AUTOMOBILE LIABILITY	34SBAPC7671	06/23/2004	06/23/2005	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	4072127	07/01/2004	07/01/2005	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 100,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 100,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

* 10 day notice on non-payment

CERTIFICATE HOLDER

Jefferson County Dept of Health & Environment
 Attn: Jenni Springer
 1801 19th Street
 Golden, CO 80401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Maureen Norejko

SEMI-MONTHLY IMM REPORT

1. Adult Mosquito Trapping results:
 - Number of trap nights
 - Numbers of mosquitoes per trap night by genus and species

2. Larval Mosquito Control:
 - Number of potential larval development sites inspected.
 - Number of larval development sites treated
 - Amount and type of larvicide applied



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
July 11, 2005



SUBJECT: Amendment of Ranch Filings 2 and 6 Masonry Wall Construction Contract

Prepared By: Aaron B. Gagné, Senior Projects Coordinator

Recommended City Council Action

Authorize the City Manager to execute a contract amendment raising the total contract value, including contingency, by \$12,000 to \$473,366 to address unforeseen utility costs in the construction of the Special Improvement District masonry walls in Filings 2 and 6 of The Ranch subdivision.

Summary Statement

- Councillor's Bills No. 75 and 76 were approved on first reading by City Council on October 25, 2004 establishing the Special Improvement Districts ("SID's").
- On September 27, 2004, the City Council passed resolutions issuing the preliminary order for the establishment of the two SID's and scheduling the public hearing and first reading of the ordinances to create the SID's. Those resolutions also directed the notification of the affected property owners by publication and by mail.
- At the time of publication of the Notice of Public Hearing, staff also commenced publication of the Invitation to Bid for design-build services for the actual construction of the wall. Those bids were received on October 25, 2004.
- One bid was received for the project on October 25, 2005. That bid was reviewed by staff and deemed complete and valid, a contract was awarded, and a notice-to-proceed was issued.
- The construction of the project encountered significant utility conflicts that were not previously identified by calls to the utility Notification Center of Colorado. Alternate foundation designs were developed to accommodate the conflicting telephone and cable lines.
- The budgeted contingency for the project was 10%. The actual contingency required amounts to 12%. The revised project totals, pending receipt of final billings, remain under the total project costs approved by the petitions filed by the respective subdivision filings.
- The combined filing maximum approved project cost was \$549,708. The estimated final total project cost is \$482,600.

Expenditure Required: \$12,000 in addition to the previously approved \$461,366 for a total of \$473,366.

Source of Funds: General Capital Improvement Fund - New Development Participation Account

Policy Issue

Should the City amend the contract for construction of the special improvement district masonry walls at The Ranch subdivision filings 2 and 6 to address unforeseen utility conflicts?

Alternative

Do not amend the contract. Staff does not recommend this option as the special improvement districts are already formed by ordinance, and their formation approved a maximum expenditure in excess of the proposed amended contract amount.

Background Information

The original Official Development Plan (“ODP”) for The Ranch Filings 2 and 6 called for the construction and homeowner association (“HOA”) maintenance of a perimeter fence. Little reinvestment and preventative maintenance occurred since its original fence installation, to the point at which it needed to be replaced in its entirety. Some time ago, the respective HOA Boards approached the City of Westminster with a request to form a special improvement district (“SID”) to enable them to replace the deteriorated wooden fence with a higher quality, longer lived structure.

City staff reviewed the conditions, opportunities and limitations of the HOA and concurred with the recommendation to form an SID to replace the fence. Based on legal requirements for the formation of special improvement districts, long-term maintenance issues and the need to construct the replacement structure within the public right-of-way of 120th Avenue, it is necessary that the new wall be owned by the City. This proposal was presented to City Council, and staff was instructed to work with the respective HOA’s to develop the program and to facilitate the preparation and presentation of signed petitions to City Council. Council requested that at least 60% (up from the 50% minimum per State statute) of the HOA membership sign the petition, and thereby 60% of the properties that would be included in the SID, and formal petitions were prepared and presented at two informational meetings for each filing in order to consider the proposal.

Wall specifications for a single-thickness brick wall were developed, quotes received from masonry wall contractors to validate proposed project budget estimates, and special legal assistance was obtained to aid in the preparation of the petitions and SID formation documents. A “Benefit Study” was conducted for each filing to evaluate the benefits that may be reasonably expected to accrue to all properties within the respective filings. The wall is projected to increase the value of each home in each filing by between 4% and 8%, which exceeds the proposed cost of the SID assessment on each home.

The HOA approved proposal for Filing 2 is for approximately 1,139 linear feet of wall at an estimated cost-per-home of \$2,637, or a total of \$268,984, including capitalized maintenance and insurance, engineering and administrative costs. Actual costs have lowered these estimates to an overall Filing 2 total of \$231,446, or \$2,269 per home.

The HOA approved proposal for Filing 6 is for approximately 1,570 feet of wall at an estimated cost-per-home of \$4,627, or a total of \$300,724, including capitalized maintenance and insurance, engineering and administrative costs. Actual costs have lowered these estimates to an overall Filing 6 total of \$251,160, or \$3,864 per home.

SUBJECT: Amendment of Ranch Filings 2 and 6 Masonry Wall Construction Contract Page 3

The Filing 2 HOA representatives submitted their petitions with a total of 63.7% of the households endorsing the project and requesting that an SID be formed. The Filing 6 HOA representatives presented their petitions with 64.6% of the households endorsing the project and requesting that an SID be formed. The next steps in the process of forming the SID's include introducing the attached ordinances and conducting the previously scheduled public hearing. Following a parallel track to those steps, Staff has published notice and solicited bids from multiple masonry contractors to secure the best possible pricing for the residents of the respective filings.

On November 8, 2004, the City Council approved a contract for the construction for a total value of \$461,366 including a 10% contingency with USA Masonry. A revised contract in the amount of \$473,366 is being requested in order to address unforeseen costs associated with extensive utility conflicts that were un-mapped and un-located by the Utility Notification Center of Colorado. Regardless of whether the telephone and cable lines were located or not, it remains the contractor's responsibility to protect the lines. Doing so compelled extensive use of alternate foundation and earthwork designs to actually locate the lines.

Respectfully submitted,

J. Brent McFall
City Manager



Agenda Item 8 D

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
July 11, 2005



SUBJECT: Second Reading of Councillor's Bill No. 31,
Emergency Management Performance Grant

Prepared By: Michael Reddy, Emergency Management Coordinator

Recommended City Council Action:

Pass Councillors Bill No. 31 on second reading authorizing a supplemental appropriation in the amount of \$20,000 allowing the City to receive an Emergency Management Performance Grant (EMPG) provided through the Colorado Division of Emergency Management.

Summary Statement

- On February 14, 2005 Council authorized staff to apply for grant funds to support the City's emergency management program.
- On May 15, 2005 staff received a Grant Award Letter from the Colorado Division of Emergency Management (COEM) in the amount of \$20,000.
- This grant will be used to provide contract emergency management training, exercise and resource system upgrades to assure compliance with the National Incident Management System requirements as set forth in Presidential Directive #5.
- Funding requires soft match that will be achieved through existing budgeted funds for the emergency management program.
- These funds will be reimbursed to the general fund on a cost basis through quarterly submittals.
- An annual program paper has been accepted by CDEM and quarterly activity reports will be required.
- As in previous years, the State can be expected to set aside an amount of \$20,000.00 in future years assuming federal funds are made available to CDEM.
- This Councillor's Bill was passed on first reading on June 27, 2005.

Expenditure Required: \$20,000

Source of Funds: Federal Emergency Management Agency Grant via Colorado Division of Emergency Management.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

BY AUTHORITY

ORDINANCE NO. **3215**

COUNCILLOR'S BILL NO. **31**

SERIES OF 2005

INTRODUCED BY COUNCILLORS
DAVIA – PRICE

A BILL

**FOR AN ORDINANCE AMENDING THE 2005 BUDGET OF THE GENERAL FUND AND
AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2005 ESTIMATED
REVENUES IN THE FUND.**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2005 appropriation for the General Fund initially appropriated by Ordinance No. 3162 in the amount of \$82,941,554 is hereby increased by \$20,000 which, when added to the fund balance as of the City Council action on June 27, 2005 will equal \$85,311,685. The actual amount in the General Fund on the date this ordinance becomes effective may vary from the amount set forth in this section due to intervening City Council actions. The appropriation is due to the award of a emergency management grant through the Colorado Division of Emergency Management.

Section 2. The \$20,000 increase in the General Fund shall be allocated to City Revenue and Expense accounts, which shall be amended as follows:

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
State Grants	1000.40620.0000	\$0	<u>\$20,000</u>	\$20,000
Total Change to Revenues			<u>\$20,000</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Fire - Contractual Svcs	10025260.67800.0000	\$14,449	<u>\$20,000</u>	\$34,449
Total Change to Expenses			<u>\$20,000</u>	

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

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED AND PUBLISHED this 27th day of June, 2005. PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 11th day of July, 2005.

ATTEST:

City Clerk

Mayor



**WESTMINSTER
COLORADO**

Agenda Memorandum

City Council Meeting
July 11, 2005



SUBJECT: Second Reading of Councillor’s Bill No. 32 and 33 re the 72nd Avenue and Sheridan Boulevard Wal-Mart Comprehensive Land Use Plan Amendment and Rezoning

Prepared By: David Falconieri, Planner III

Recommended Planning Commission Action

1. Pass Councillor’s Bill No. 32 on second reading amending the Comprehensive Land Use Plan to change the Village Homes of Colorado, Inc. property (Area #1 on Exhibit A) from R-8 Residential to Retail/Commercial, and the property at 7007 Sheridan Boulevard (Area #2 on Exhibit A) from R-3.5 Residential to Retail/Commercial. This action is based on the finding that the proposed amendment will be in the public good, and that;
 - a) There is justification for the proposed change and the Plan is in need of revision as proposed;
 - b) The proposed amendments are in conformance with the overall purpose and intent and the goals and policies of the Plan;
 - c) The proposed amendments are compatible with existing and planned surrounding land uses; and
 - d) The proposed amendments would not result in excessive detrimental impacts to the City’s existing or planned infrastructure systems.
2. Pass Councillor’s Bill No. 33 on second reading rezoning the Shoenberg Venture parcels from C-1 to Planned Unit Development (PUD), and a parcel known as 7007 Sheridan Blvd. from R-1 to PUD. This recommendation is based on a finding that the provisions of Section 11-5-14 of the Westminster Municipal Code have been met.

Summary Statement

- These requests were approved on first reading by City Council on June 27, 2005.
- These requests will amend the land use designation and the zoning of the subject properties to allow for the development of a proposed Wal-Mart and four retail pad sites on the southwest corner of 72nd Avenue and Sheridan Boulevard
- The proposed development consists of three different Comprehensive Land Use Plan (CLUP) designations and three different zone districts. The applicant is proposing a single zoning category (PUD) and a single CLUP designation (Retail/Commercial) for the site.
- Significant improvements are proposed for Sheridan Boulevard to alleviate traffic generated by this development.
- The redevelopment of the 72nd Avenue/Sheridan Boulevard area is identified in the City Council’s 2005 Strategic Plan as a high priority project.

Expenditure Required:	\$ 0
Source of Funds:	N/A

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

BY AUTHORITY

ORDINANCE NO. **3216**

COUNCILLOR'S BILL NO. **32**

SERIES OF 2005

INTRODUCED BY COUNCILLORS
HICKS - DIXION

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

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

a. That an application for an amendment to the Westminster Comprehensive Land Use Plan has been submitted to the City for its approval pursuant to W.M.C. §11-4-16(D), by the owners of the properties described in Exhibit A, attached hereto and incorporated herein by reference, requesting a change in the land use designations from "R-3.5 Residential" to "Retail Commercial" for the approximately 0.9 acre property at 7007 Sheridan Boulevard and a change from "R-8 Residential" to "Retail Commercial" for the approximately 15.5 acres located immediately west of the existing Shoenberg Center.

b. That such application has been referred to the Planning Commission, which body held a public hearing thereon on June 14, 2005, after notice complying with W.M.C. §11-4-16(B), and has recommended approval of the requested amendments.

c. That notice of the public hearing before Council has been provided in compliance with W.M.C. § 11-4-16(B) and the City Clerk has certified that the required notices to property owners were sent pursuant to W.M.C. §11-4-16(D).

d. That Council, having considered the recommendations of the Planning Commission, has completed a public hearing and has accepted and considered oral and written testimony on the requested amendments.

e. That the owners have met their burden of proving that the requested amendment will further the public good and will be in compliance with the overall purpose and intent of the Comprehensive Land Use Plan, particularly its policies on redevelopment and economic revitalization.

Section 2. The City Council approves the requested amendments and authorizes City staff to make the necessary changes to the map and text of the Westminster Comprehensive Land Use Plan to change the designations of the properties described in attached Exhibit A to "Retail Commercial."

Section 3. Severability: 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 deemed unenforceable shall not affect any of the remaining provisions.

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

Section 5. 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 27th of June, 2005. PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 11th day of July, 2005.

ATTEST:

City Clerk

Mayor

BY AUTHORITY

ORDINANCE NO. **3217**

COUNCILLOR'S BILL NO. **33**

SERIES OF 2005

INTRODUCED BY COUNCILLORS
HICKS – DIXION

**A BILL
FOR AN ORDINANCE AMENDING THE ZONING OF TWO PARCELS OF LAND
GENERALLY LOCATED AT THE SOUTHWEST CORNER OF SHERIDAN BOULEVARD
AND 72ND AVENUE IN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 69 WEST, 6TH P.M.,
JEFFERSON COUNTY, COLORADO FROM R-1 AND C-1 TO PUD.**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

a. That an application for the rezoning of the properties generally located at the southwest corner of Sheridan Boulevard and 72nd Avenue, as described in attached Exhibit B, incorporated herein by reference, from the R-1 (Area 1 on Exhibit B) and C-1 (Area 2 on Exhibit B) zones to a P.U.D. 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 June 14, 2005, 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, 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 properties, described in attached Exhibit B, from the R-1 and the C-1 zoning districts to the PUD District.

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 27th day of June, 2005. PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 11th day of July, 2005.

ATTEST:

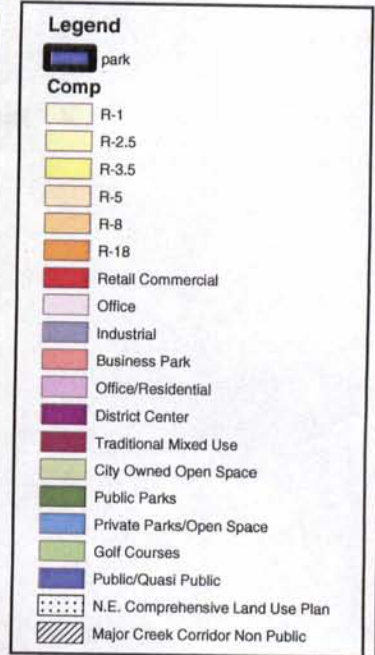
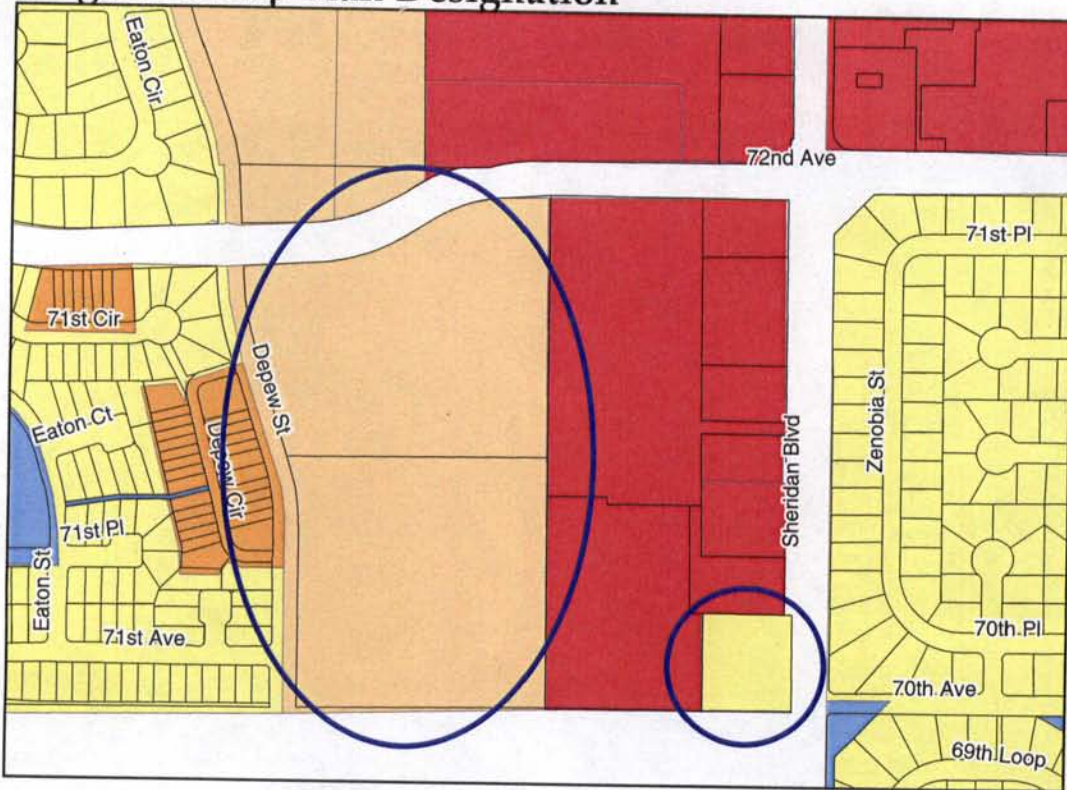
Mayor

City Clerk

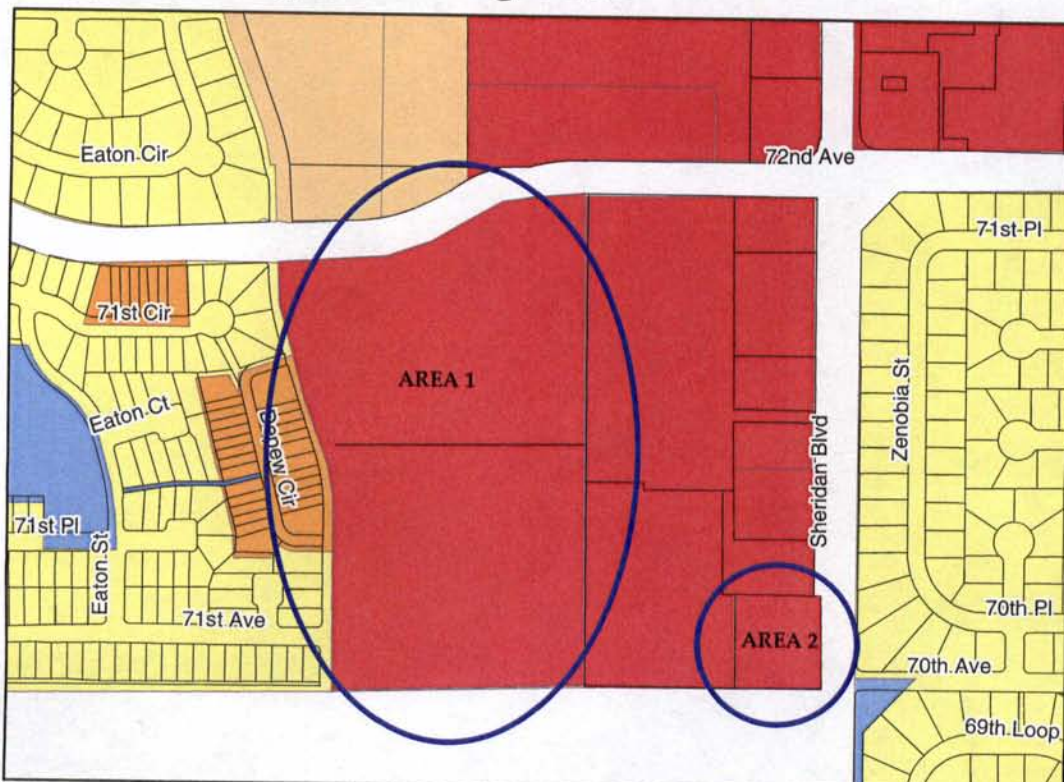
Shoenberg Center CLUP Amendment

Exhibit A

Original Comp Plan Designation



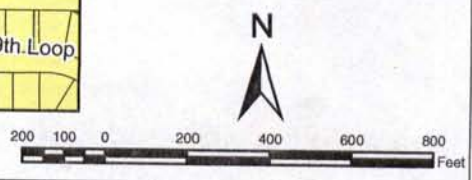
Proposed Comp Plan Designation



Description of Changes:

AREA 1
Property is currently designated R-8 Residential. Proposed designation is to Retail Commercial.

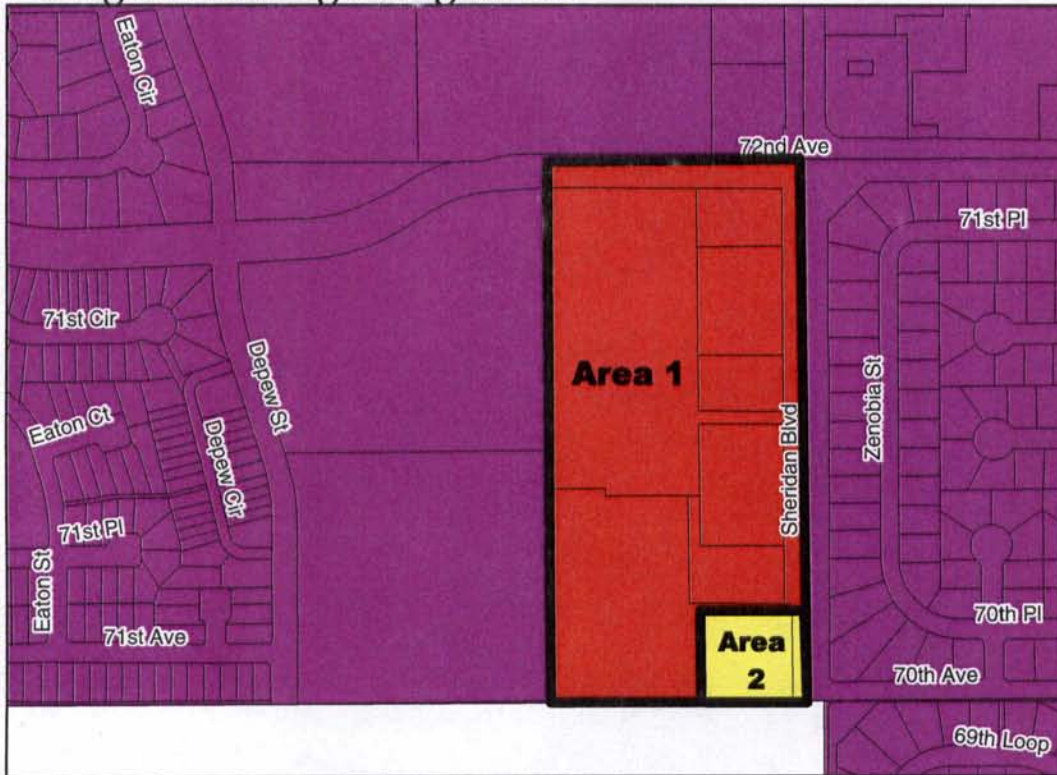
AREA 2
Property is currently designated R-3.5 Residential. Proposed designation is to Retail Commercial.
















Shoenberg Center Zoning Amendment

Exhibit B

Original Zoning Designation



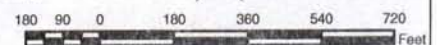
Legend

-  B-1
-  C-1
-  M-1
-  O-1
-  PUD
-  R-3
-  R-1
-  R-2
-  R-4
-  R-5
-  R-A
-  R-E
-  T-1

Proposed Zoning Designation



Description of Change:
Parcels zoned C-1 and R-1
will be changed to PUD.





Agenda Item 10 B&C

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
July 11, 2005



SUBJECT: Resolution No. 24 re Designation of the Savery Mushroom Farm Water Tower as a Local Historic Landmark

Prepared By: Vicky Bunsen, Community Development Programs Coordinator

Recommended Board Action

- Hold a public hearing on the application to designate the Savery Mushroom Farm Water Tower as a local landmark.
- Adopt Resolution No. 24, designating the Savery Mushroom Farm Water Tower as a local historic landmark pursuant to Section 11-13-5 of the Westminster Municipal Code.

Summary

An application has been prepared to designate the Savery Mushroom Farm Water Tower as a local historic landmark. The Savery Mushroom Farm Water Tower is located in a neighborhood park at the west end of West 110th Court in the Savory Farm subdivision. The circa 1925 tower is the only intact remnant of a corporate agricultural facility known as the Savery Mushroom Farm, which operated from 1923 through 1953. The tower exemplifies the economic heritage of Westminster and is associated with Charles Savery, a notable person in the history of Westminster, Adams County and the State of Colorado. The tower is also associated with a farm that relied on Mexican immigrant labor, so it is associated with an ethnic group that has had a role in the history of Westminster. Finally, the tower has served as a prominent landmark for 80 years and is therefore an established and familiar visual historic feature of Westminster. The Historic Landmark Board recommends that the tower be designated a local historic landmark.

Expenditure Required: \$ 0

Source of Funds: N/A

Policy Issue

Should the Savery Mushroom Farm Water Tower be designated as a local historic landmark?

Alternatives

- Do not designate the tower as a local historic landmark.
- It is not recommended that the tower not be designated as a local historic landmark. The tower is the last structure remaining from a company town that is part of Westminster's heritage. Designating the tower as a local landmark will protect it from demolition.

Background Information

The Savery Mushroom Farm operated in the area between 108th Avenue and 110th Avenue on the east side of Federal Boulevard for thirty years. It was the largest of this type of facility in the Rocky Mountain region and was involved in the growing and canning of mushrooms, asparagus and other food products, and marketing them throughout the country. Charles Savery, the founder and owner of the Great Western Mushroom Company, pioneered commercial mushroom growing and marketing in Colorado. He expanded the company to plants in California and oversaw the growth of an agricultural enterprise that made its mark upon the history of Westminster, Adams County and the State of Colorado. (Note: Mr. Savery played on his surname, calling the Westminster plant the "Savery Savory Mushroom Farm.")

The Savery Farm company town was inhabited by 84 men, women and children, most of whom were Mexican immigrants who worked in the mushroom "caves," the canning plant and adjacent asparagus fields. At its peak production, the farm included 39 mushroom buildings, 15 residences, 25 adobe houses, a general store, a schoolhouse, a boarding house, a four-acre baseball field and a tennis court. The tower, located on the highest point of the farm, held water from an artesian well that was used for domestic, agricultural and fire-fighting purposes at the farm.

The farm was mainly located south and southeast of the water tower, which land is owned by a developer. The area north and northeast of the tower has been developed as the Savory Farm residential subdivision. The Savory Farm developer conveyed the water tower structure to the City of Westminster and dedicated an easement to the City to maintain the structure. The tower is visually prominent from a distance both to the north and south along Federal Boulevard. It is also visually prominent from within the Savory Farm neighborhood and is a dominant structure in the small park and playground maintained as common area for the neighborhood at the west end of West 110th Court.

Compliance with Westminster Municipal Code

The Westminster Municipal Code requires an application to include the following content:

1. Description of the characteristics of the proposed historic landmark that justify its designation pursuant to this chapter,
2. A description of the particular features that should be preserved, and
3. A legal description of the location and boundaries of the historic property.

In compliance with Westminster Municipal Code, the application provides the name, location, legal description, and owner of the proposed landmark. It further provides a statement of significance with information to support the following four criteria for designation:

- a. Exemplifies cultural, political, economic or social heritage of the community;
- b. Represents an association with a notable person or the work of a notable person;
- c. Represents a typical example/association with a particular ethnic group; and
- d. Is an established and familiar natural setting or visual feature of the community.

W.M.C. section 11-13-5(A)(10-12, 15).

Notice of the July 11, 2005, public hearing was published in the Westminster Window on July 7, 2005, which is at least four days prior to the public hearing. The property was posted by City Staff on July 7, 2005. The application was referred to the Westminster Historical Society on April 28, 2005, as required by the Westminster Municipal Code. The Historic Landmark Board held a public hearing on May 11, 2005, and passed a resolution recommending that the City Council designate the tower as a local historic landmark.

Section 11-13-7(A)(3) requires the Director of Community Development to review an application in the following respects: (a) its relationship to the comprehensive plan; (b) the effect of the designation on the surrounding neighborhood; (c) the criteria set forth in this chapter; and (d) such other planning considerations as may be relevant to the proposed designation.

The site is currently designated the common area of a residential subdivision. The tower adds visual interest to the neighborhood, but is not being used for any purpose. Therefore, there is no land use that impacts the area and designation will have no impact on adjacent land uses. The benefit of a landmark designation is that it supports the restoration and on-going maintenance of the structure, which will contribute to a pleasing visual interest to the neighborhood. Furthermore, the landmark designation should be beneficial to the neighborhood because designation will help the neighborhood understand the history of the area. The application appears to meet the criteria set forth in the ordinance.

Features to be Preserved

The tower is 52.5' in height, including the 12' x 12' water tank. Below the tank are four legs composed of angle irons riveted together back-to-back. The legs are cross-braced by horizontal angle irons at two equidistant points along the height of the legs with diagonal braces. In addition to the tower, the site includes a 28" x 30" concrete pad, with an 8"x 15" x 36" wood beam, and remnants of metal well equipment. (See photos in attached landmark application.)

An interesting but challenging issue with regard to the tower is that it was changed regularly throughout the history of the farm. The landmark application includes an early photo showing a conical roof, but a 1948 Rocky Mountain News photo does not reveal an overhang that would be present if the earlier roof were still present. Although an early 20th century roof would probably have been wood, we have no evidence as to whether it was wood or metal.

Paint analysis and photos reveal that the tank was painted several colors over the years and that the graphics changed somewhat each time the tank was painted. Paint samples have been recovered and analyzed for tint. Later in the history of the farm, the water tank was further decorated with neon lights that illuminated the letters on the tank.

The Historic Landmark Board recommends that a point in time be chosen that relates to the historical significance of the site and that restoration of the tower be based on that point in time. The Board recommends 1948 as the point in time for restoration because the best available photo was taken in 1948 and the graphics on the water tower were designed to advertise the mushroom products of the farm. This mode of advertising is part of the historical story of the Savery Mushroom Farm.

For this reason, the Board specified that the 1948 graphics be used for restoration of the water tank. Staff is currently preparing bid documents to get this restoration work done this summer.

City Council Findings

The City Council needs to consider the following issues:

1. Does this site meet the ordinance requirements for historical significance justifying its designation as a local landmark?
2. What features at the site should be preserved in order to maintain and/or restore the historical integrity of the site?
3. The Council's decision must also include the name, location and legal description of the designated landmark.

Recommendations by the Historic Landmark Board

The Historic Landmark Board recommends to the Westminster City Council that the Savery Mushroom Farm Water Tower be designated as a local historic landmark pursuant to Section 11-13-5 of the Westminster Municipal Code. They recommend that the particular features that should be preserved include:

- a. Water tower 52.5' in height, including the 12' x 12' cylindrical water tank with four legs and flat roof. Graphics consistent with 1948 historical documentation and paint analysis, including lettering font.
- b. 28" x 30" concrete pad, with an 8"x 15" x 36" wood beam, and remnants of metal well equipment.

The resolution of the Historic Landmark Board and the landmark application are attached.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments: Historic Landmark Board Resolution
City Council proposed resolution
Landmark Application

RESOLUTION

RESOLUTION NO. 2005-003

INTRODUCED BY BOARD MEMBER

SERIES OF 2005

April E. Luber

WHEREAS, the Savery Mushroom Farm Water Tower is historically significant because:

- a. It is 85 years old,
- b. It exemplifies cultural, political, economic or social heritage of the community;
- b. It represents an association with a notable person or the work of a notable person;
- c. It represents a typical example/association with a particular ethnic group; and
- d. It is an established and familiar natural setting or visual feature of the community.

W.M.C. section 11-13-5(A) (10-12, 15).

WHEREAS, the City Staff has caused the historical significance of the property to be documented and has applied to this Board for a recommendation as to whether the property should be designated as a historic landmark,

NOW, THEREFORE, the Historic Landmark Board of the City of Westminster resolves that:

1. The Board recommends to the Westminster City Council that the Savery Mushroom Farm Water Tower be designated as a local historic landmark pursuant to Section 11-13-5 of the Westminster Municipal Code.

2. The particular features that should be preserved include:

Water tower 52.5' in height, including the 12' x 12' cylindrical water tank with four legs and flat roof. Graphics consistent with 1948 historical documentation and paint analysis, including lettering font.

28" x 30" concrete pad, with an 8" x 15" x 36" wood beam, and remnants of metal well equipment.

Address and general location:

East of Federal Boulevard, and west of the cul-de-sac at the west terminus of West 110th Court, Savory Farm Subdivision, Westminster, Colorado.

Legal description:

SW1/4, SW1/4, NW1/4, NE1/4 of Section 8, Township 2 South, Range 68 West, Sixth Principal Meridian, in Adams County, Colorado.

UTM coordinates:

UTM Zone13

Datum NAD 27

Linear Unit: Meter

497412.01; 4415094.18

PASSED AND ADOPTED this 11th day of May, 2005.

April E. Luber
Chair

RESOLUTION

RESOLUTION NO. 24

INTRODUCED BY COUNCILLORS

SERIES OF 2005

WHEREAS, the Savery Mushroom Farm Water Tower is historically significant because:

- a. It is 85 years old,
- b. It exemplifies cultural, political, economic or social heritage of the community;
- c. It represents an association with a notable person or the work of a notable person;
- d. It represents a typical example/association with a particular ethnic group; and
- e. It is an established and familiar natural setting or visual feature of the community.

W.M.C. section 11-13-5(A) (10-12, 15).

WHEREAS, the City Staff has caused the historical significance of the property to be documented and has applied to this Board for a recommendation as to whether the property should be designated as a historic landmark,

WHEREAS, the site meets the ordinance requirements for historical significance, thereby justifying its designation as a local landmark,

WHEREAS, the Historic Landmark Board adopted its Resolution 2005-003 in which the Board finds that the Savery Mushroom Farm Water Tower is historically significant and identifies the structure and site features that the Board recommends should be preserved,

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

1. The Savery Mushroom Farm Water Tower be designated as a local historic landmark pursuant to Section 11-13-5 of the Westminster Municipal Code.
2. The particular features that should be preserved include:
 - a. Water tower 52.5' in height, including the 12' x 12' cylindrical water tank with four legs and flat roof. Graphics consistent with 1948 historical documentation and paint analysis, including lettering font.
 - b. 28" x 30" concrete pad, with an 8"x 15" x 36" wood beam, and remnants of metal well equipment.

Address and general location:

East of Federal Boulevard, and west of the cul-de-sac at the west terminus of West 110th Court, Savory Farm Subdivision, Westminster, Colorado.

Legal description:

SW1/4, SW1/4, NW1/4, NE1/4 of Section 8, Township 2 South, Range 68 West, Sixth Principal Meridian, in Adams County, Colorado.

UTM coordinates:

UTM Zone13
Datum NAD 27
Linear Unit: Meter
497412.01; 4415094.18

PASSED AND ADOPTED this 27th day of June, 2005.

ATTEST:

City Clerk

Mayor

Local Landmark Nomination

**SAVERY MUSHROOM FARM
WATER TOWER
110th Ct. and Federal Blvd.**

Westminster, Colorado



Prepared by
Ron Sladek
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970.221.1095

© Ron Sladek
20 April 2005

**SAVERY MUSHROOM FARM WATER TOWER
WESTMINSTER, COLORADO**

Local Landmark Nomination

Introduction

The circa 1925 Savery Mushroom Farm Water Tower is the only intact remnant of what was originally an extensive collection of buildings, structures and other features that made up the corporate agricultural facility owned and operated by Colorado's "mushroom magnate," Charles William Savery, from 1923 through 1953.

Although crumbled concrete foundations remain on the adjacent property to the south, the tower is the sole physical element of the historic farm and canning plant that reminds area residents and visitors of this important part of Westminster's history. Surviving as a prominent vestige of this important agricultural operation, and as a distinctive visual landmark in the City of Westminster, this document seeks to nominate the Water Tower for local landmark designation through the mechanism of the city's historic preservation ordinance.

This nomination, prepared by Ron Sladek of Tatanka Historical Associates, Inc. under contract to the city, is submitted for consideration by the City of Westminster.

Resource Ownership and Legal Description

While the land upon which the Water Tower rests is owned by the Savory Farm Home Owners Association, the tower itself is a resource owned by the City of Westminster, which maintains a legal easement for its maintenance.

The site is located in the SW1/4, SW1/4, NW1/4, NE1/4 of Section 8, Township 2 South, Range 68 West. This corresponds to the Savory Farm neighborhood park located on the east side of Federal Blvd. at 110th Ct. At this location, essentially the southwest corner of the subdivision, is a small parcel of land bordered by houses to the north, houses and 110th Ct. to the east, vacant land to the south, and Federal Blvd. to the west.

Occupying the southwest corner of the site is the Savery Mushroom Farm Water Tower, surrounded on all sides by the park, which is planted with grass and small shrubs. To the north of the tower is a playground, to the west is a high fence that separates the site from Federal Blvd., and to the south is a split rail fence that marks the property's southern boundary.

For the purpose of this nomination, the boundaries of the property should extend to a twenty foot radius around the base of the tower, with the center point of this circle being the vertical water pipe that is centered below the tank. These boundaries include the tower itself, the adjacent wellhead to the east, and a small buffer zone around these features. The remainder of the surrounding neighborhood park is not historic and, while providing a good setting for the tower, does not contribute to its historic integrity.

Description of the Water Tower

The tower, approximately fifty feet in height, stands on four legs that are each bolted to a 2' x 2' concrete pad surrounded by grass. The depth of each of these pads is not known, nor is it known how they are anchored into the ground below the surface. Each leg is composed of two sturdy angle irons that have been riveted together back-to-back. Some of the steel members are stamped with the name "Lackawanna," referring to the steel mills in Pennsylvania or New York where they were manufactured. A distance of 15' separates the legs from one another along each side of the tower's base.

Cross-bracing the legs are solitary horizontal angle irons at two equidistant points along the structure's height. These are riveted to the legs at each end through the use of heavy metal attachment plates. Diagonal braces consist of 1" steel rods that are bolted on each end to shaped metal plates that are in turn riveted to the legs. A metal ladder is attached to the

northwest leg. Although the lower section below the first horizontal cross brace is missing, the remainder of the ladder extends upward to the top of the water tank.

Rising from metal valve housing and connectors on the ground, and centered beneath the tower, is a 4" water pipe that extends upward and connects to the bottom center of the tank above. The tank itself is supported by two large I-beams that run on a north-south axis and are attached to the tops of the four legs. On top of these, running on an east-west axis, are eight smaller I-beams upon which the tank actually rests. The large metal water tank, approximately 12' in diameter and 14' in height, is constructed of heavy sheet metal that is riveted along the vertical and horizontal seams. Typically these types of tanks had a roof that was conical in shape, usually constructed of metal or wood. The conical roof seen on this tank in early photographs is currently missing.

The exterior of the tank shows clear evidence of fading painted signs on the north and south faces, with two periods of painting present. The center of each of these signs contained a circular logo, the location of which is clearly evident, that featured mushrooms. Above the logo were the words "Savery Savory" and below the logo was the word "Mushrooms." Although the tank is somewhat deformed from its original circular shape, possibly from the loss of the roof, and exhibits signs of rust and fading, the locations of the letters and logo are obvious. Some of the original paint coloration can also be seen.

Circling the exterior perimeter of the water tank are old electrical wires with glass mounts for early neon tube lighting. Study of the placement of these mounts show that the neon followed the pattern of the painted letters and logo for nighttime advertising. A few short lengths of neon tube remain attached to the northeast arc of the tank. Also seen on the tank are a few bullet holes, and a rectangular piece of the bottom of the tank has been cut open with a torch but left in place.

Ten feet to the east of the tower base is what appears to be the wellhead that served the tower and mushroom farm. This consists of a 28" x 30" concrete pad, below which is presumably the well itself. Lying horizontally on top of the concrete is an 8"x 15" x 36" wood beam. Mounted on the wood beam is a limited amount of metal equipment that has been disconnected from other equipment or piping that is no longer in place.

Historic Integrity of the Water Tower

The Savery Farm Water Tower appears to have undergone little in the way of change since it was constructed during the early 1920s. The tower is largely intact, with the only evident piece missing being its original conical roof that was most likely constructed of wood. This roof is clearly seen in a circa 1925-1930 photograph of the site. The tank itself has become somewhat warped, possibly due to the loss of the roof. Although the painted advertisements on the north and south faces of the tank are faded, their lettering and locations are still clearly evident. Heavy steel braces have been added to the feet of the tower in recent years, ensuring that it does not topple over due to the elements. These changes have done little to reduce the overall historic integrity of this important historic structure. In general, the tower is virtually intact and exhibits a high degree of historic integrity related to its period of use from approximately 1925 to 1953.

History of the Savery Mushroom Farm and Water Tower

Charles William Savery was born on 15 November 1878 in Parkersville, Chester County, Pennsylvania, the third of six children born to Stephen Webb Savery and his wife, Susanna (Susan) Forsythe. Long citizens of the United States, the family could trace its lineage back to ancestors who moved from England to Chester County in the early 1700s.

Charles Savery attended public schools in Westchester, Pennsylvania and little else is known about his childhood. As a young adult he worked in the lumberyard business, owning a facility in Philadelphia from 1900 through 1908. On 16 June 1904, Savery married Denver resident Frances Darlington and the couple had two sons, Robert and Stuart, and a daughter, Jean. When the lumberyard operation failed, he was forced to repay heavy debts in Philadelphia. With that achieved, the family headed west in 1909 and settled in Denver, where they arrived with less than \$600 to their name.

The following year Savery turned to the securities business when he opened a mining stockbrokerage office in Denver. Initially, he and a partner operated the business under the name Savery-Petrikon Securities Company, with offices strategically located in the Mining Exchange Building. The Petrikon side of the business appears to have been William Petrikon, who after 1917 became president and chairman of the board of the Great Western Sugar Company. Savery remained partners with Petrikon through 1917 and the two may have parted ways as the latter was elevated to his new position as one of the most prominent sugar industry executives in the country.

During this time, Savery invested in a molybdenum mine in Questa, New Mexico and sold his interest for enough money that he was able to retire. However, retirement didn't suit him well and he returned to the securities business. In 1918, the brokerage's name changed to C.W. Savery Securities Co., with offices in the Denham Building. Savery continued working in the business through 1920, although he appears to have dabbled in mining investments on a part-time basis well into the 1930s. At the same time, he invested in an 80-acre irrigated farm located over seven miles north of the city in unincorporated Adams County. Savery purchased the property in 1918 for \$18,000 from Jacob and Nettie Milstein, Russian-Jewish farmers who had migrated to the Denver area from the failed Cotopaxi colony in southern Colorado.

In the early 1920s, Savery embarked on the third and final phase of his career when he entered the mushroom growing and canning business. His interest in mushrooms did not emerge from a vacuum. Rather, it was based in the fact that the center of the mushroom business in the United States was Charles Savery's boyhood home of Chester County, Pennsylvania. Introduced to the United States from France in 1902, mushrooms quickly became a popular delicacy, with 80% of the nation's crop produced in Pennsylvania. Savery reportedly had a cousin, Ed Jacobs, engaged in the business there who introduced him to the growing of mushrooms.

In 1922, Charles Savery and partner L.A. Hughes began limited production in a building under Denver's 20th Street viaduct. The facility, however, was soon ordered closed by Chief of Police William Candlish, who told the men that he had received complaints about the unpleasant odors produced by the large amounts of horse manure used in the growing process. Savery, though, recalled in later years that the chief had it in for him after the official was caught cheating in a poker game.



Charles William Savery, circa 1930.

Rather than move on to some other occupation, Charles Savery decided to invest in his own mushroom operation, which he would establish on his farm in Adams County near the towns of Westminster and Broomfield. He was told by horticultural experts at the Colorado Agricultural College in Fort Collins that Colorado's dry environment would cause the enterprise to fail, and in fact Savery did experience such failure during his first three years of operation. Convinced that he could find some way to make a success of growing mushrooms in the state, Charles and his son Robert, who had just graduated from high school, traveled back east and spent eight weeks in Chester County, Pennsylvania learning everything they could about the mushroom business. Upon returning to Colorado, Savery built a small mushroom house at the farm to test growing techniques, finding the process successful. One major hurdle was the need to create a cool, humid environment, which he solved by rigging strips of canvas in the darkened growing rooms. The canvas was dampened by troughs of water, and an electric fan then blew air over the material to both lower the temperature and create a moist environment. As the plant later expanded, this simple system was enlarged and improved through the installation of automatic water sprayers, centrifugal pumps, and five large fans that pushed damp air through all of the mushroom buildings.

Providing the enterprise with the capital it needed to become the primary supplier of mushrooms in the Rocky Mountain region, Savery immediately launched the ambitious process of constructing \$100,000 worth of infrastructure and buildings on the site. By 1930, the "scientific" operation had expanded to the size of a company town, including 32 mushroom buildings known as "caves" (each 200' in length and 25' tall), along with a water tower, fifteen residences for employees, a general store, a schoolhouse, a boarding house, a four-acre baseball field, and a tennis court. An additional 25 adobe buildings were added to house laborers. Eighty-four men, women and children lived on the site, including thirty female laborers who drew an annual payroll of \$32,000. Most of these laborers were Mexican immigrants, and both adults and children were employed in the mushroom growing operation, canning plant, and the adjacent asparagus fields. Those who lived on the farm paid \$4.00 each month for accommodations and a garage, with the amount automatically deducted from their monthly pay.

With his family connections back east, Savery arranged to purchase regular shipments of “spawn,” the immature roots of mushrooms that arrived in milk bottles from Pennsylvania. The contents of each bottle were separated into forty spawn segments, each of which was planted in one square foot of growing beds made from composted horse manure. Prior to this planting, the composted manure took four weeks to prepare, during which time large piles of the material had to be turned over every three days.



Mushroom Growing Buildings at the Savery Farm, circa 1930.

The mushrooms were grown in the long insulated concrete and cinder block buildings with wooden roofs, inside of which were beds that rose to eight tiers in height. Because the product had to be grown in the dark, laborers entered the buildings wearing carbide lamps on their hats, working in the damp corridors as if they were inside the depths of a mine. After being placed in the growing beds, the 6” of sterilized manure took another fifteen days to be cooled to the necessary temperature of 56 degrees. This required that the buildings be heated in the winter months and cooled during the summer. The manure’s pH balance was also regularly tested to ensure that environmental conditions were just right for healthy mushroom growth. The spawn was then planted and began to develop under the surface of the compost. When the surface began to turn grey, indicating that the mushrooms were beginning to mature, an additional 1” layer of prepared soil was placed upon the beds. From this point, the mushrooms took another ten to thirteen weeks to mature and be ready for harvesting.

The lengthy process of commercial mushroom production, combined with the high demand for the product, resulted in the need for numerous growing beds, a sizable work force, and a reliable source of water. Rather than being grown outdoors, commercial mushroom production required that it take place inside the numerous dark, damp buildings constructed at the Savery Farm for this purpose. Each bed was carefully prepared and planted at a different time to ensure that mushrooms would be maturing and available for distribution throughout the year.



**Mushroom Buildings at the Savery Farm, with the Water Tower in the Distance.
Circa 1930.**

With Colorado's dry environment, one of the key elements in growing mushrooms, establishing a canning plant, and supporting the labor required for the process, was the location of a good water source. While irrigation ditches ran through the area, they did not provide a reliable year-round source of water. Drilling on the site, however, found that it was underlain by an excellent artesian aquifer with high-quality water. The water was pumped from the ground into an elevated tank along Federal Blvd., strategically located at a high spot on the property. From there it was distributed through gravity to the numerous mushroom growing and canning buildings, along with providing domestic supply for the residences on the property. In addition, the tower supplied water for fire-fighting purposes at the farm.

Presenting a wonderful advertising opportunity, Savery had the water tank at the top of the tower painted to look like one of his mushroom cans. With its green background, the tank displayed a circular central logo of mushrooms with the words "Savery Savory Mushrooms" painted in yellow above and below. At some point in its history prior to 1950, the lettering and logo on the tank were enhanced with the addition of shaped neon lighting that lit up the sign at night, providing area travelers and residents with a prominent 24-hour landmark.



Charles Savery standing beneath the Water Tower, 1948.

Savery also moved to the farm, where he lived during the years it was in operation. He opened a new office for his commercial agricultural enterprise at 421 18th Ave. in 1927 and the following year began to advertise his firm under the name Great Western Mushroom Company. Savery served as president and general manager of the company, and the secretary-treasurer of the firm during the late 1920s was Myron Herrick. In 1930, Savery was approached by Chef Oscar of the Waldorf Hotel in New York with a request that he move east to operate the hotel's mushroom plant. Although he turned down the offer, Savery did visit the facility in New York, where he provided advice that turned the hotel's mushroom growing venture into a success.

By 1930, the Great Western Mushroom Company had opened branch plants in Los Angeles and San Francisco and five years later reported another branch in Missouri. The \$70,000 facility in southern California was managed by Savery's son Robert and the one in San Francisco, which cost the firm \$95,000 to construct, was run by his other son Stuart. Mushrooms from these three facilities were shipped all over the United States, some of them fresh and others in green cans with yellow lettering declaring their contents as "Savery Savory Mushrooms."

By the mid-1930s, the company was producing 10,000 pounds of mushrooms each day between its three plants in Westminster, Los Angeles and San Francisco. Residents of Denver alone consumed more than three hundred pounds of the product daily. Before long they were purchasing 500 pounds of fresh mushrooms each day, some of them sold at the Red & White Market located at the farm. This small grocery store sold to Savery employees as well as area farmers, who typically bought on credit. The remainder of the crop was canned and transported to Denver by truck for delivery throughout the nation. With the firm's success generating

revenues that in 1930 had reached \$90,000 annually, Savery moved his offices to the Midland Savings Bank Building in downtown Denver, where they remained from about 1937 to 1943.



**Mexican immigrant mushroom pickers, in this photo all of them girls.
Circa 1930.**

Experiencing excellent sales into the 1940s, the Adams County farm grew to include 39 mushroom buildings and by the middle of the decade was grossing revenues of more than \$1,200 each day. Savery also established his own spawn plant and laboratory so he would no longer have to rely upon shipments from Pennsylvania. Other Denver entrepreneurs noted Savery's success and tried to start mushroom businesses of their own. As they each failed, Charles Savery bought these firms, including one at W. 6th Ave. and Umatilla St. and another at W. 7th Ave. and Utica St. After 1943, Savery moved his offices to the facility at 600 Umatilla St., in the industrial area southwest of downtown, where it remained for the following decade. Seven of the mushroom growing buildings at the N. Federal Blvd. farm were reportedly erected by another one of these entrepreneurs, who had arrived from Kansas with the dream of starting his own mushroom empire. Savery encouraged him to build on land next door to his farm, so that when the operation failed, he could simply incorporate it into his own operation. This in fact happened, further increasing Savery's growing capacity and revenue.

Always looking for new business opportunities, Charles Savery took some of his mushroom-based wealth and expanded into other areas together with partners. Among his other investments and business pursuits were enterprises engaged in producing honey, pickles, candied fruits, and canned luxury food items such as stuffed oranges in liquor sauce, spiced watermelon hearts soaked in honey and brandy, dates stuffed with walnuts and soaked in honey and brandy, and a reported eighty-six additional items. In addition to marketing raw and canned mushrooms, the Savery empire also produced canned mushroom sauce and soup. Over the years he experimented with possible medicinal uses for mushrooms in a laboratory built on the site. By the late 1940s, Savery was marketing tablets made from stems believed to treat arthritis and other ailments. He also reportedly owned two hog ranches and was instrumental in establishing the 50-50 Food Growers Association and the Apex Refining Company.

Tasty Mushrooms

Charles William Savery, the mushroom magnate, prefers his mushrooms raw, but here are two of his favorite recipes when he decides to eat his product another way.

SAVORY PERSIAN DELIGHT

- 1 8-oz. pkg. spaghetti
- 1 lb. fresh hamburger
- 1 medium onion
- 1 sweet bell pepper
- ½ cup salad oil
- ½ pound cheese
- 1 small can tomato sauce
- 1 small can corn
- 1 small can mushrooms or 1 cup fresh mushrooms cut in pieces
- 1 clove of garlic
- 2 tablespoons of Worcestershire sauce
- Salt and pepper to taste

Boil spaghetti 20 minutes and drain. Chop pepper, onion and garlic and brown in oil. Remove and fry hamburger and mushrooms until tender. Combine all the ingredients except the cheese, mix well and form into loaf in small roaster. Sprinkle over the chopped cheese. Cover and bake 20 minutes in quick oven. A delicious dish for eight persons.

SAVORY MUSHROOM PATTY

Fill patty shell (hot) with diced creamed mushrooms. Serve with peas and shoestring potatoes.

Cream sauce: Place butter in pot and melt. Add a little flour, then add enough boiling cream into it until the desired thickness of sauce is reached.

Two Savery recipes printed in the *Rocky Mountain News*.
21 July 1946.

Charles Savery continued to operate his Savery Savory Mushroom facility through boom years as well as years of failure caused by intense summer heat and other disasters. As the only mushroom facility reported to be found between Kansas City and the Pacific Coast, Savery indeed controlled the market in a large swath of the country. In September 1946, the plant was hit by a large fire that raged through six buildings, causing an estimated \$25,000 in damage and destroying around 1/6 of the mushroom crop under production. Then in December 1949, the sprawling facility on N. Federal Blvd. suffered from another fire that caused an estimated \$50,000 in damage and completely destroyed one of the main mushroom-growing buildings.

Charles Savery rebuilt each time, ensuring that the company would rebound from each setback. Finally reaching the end of his career, he retired in 1953 in his mid-seventies and the plant was closed. Following the death of his wife Frances in 1956, Savery moved into a Longmont nursing home. He died there in early May 1960 at the age of 81 and was buried at Fairmount Cemetery in Denver.

With Charles Savery's retirement, the Savery Savory Mushroom Company ceased to operate and the property passed into the hands of owners who were uninterested in operating the mushroom empire. The buildings and other features of the plant began to deteriorate. Over the following decades, almost all were either torn down or collapsed. Today all that is left of the highly successful enterprise are crumbling concrete foundations and the water tower, the only standing remnant of this important part of Colorado's history.

Significance and Eligibility for Designation

The Savery Mushroom Farm Water Tower is significant as the surviving remnant of the commercial agricultural enterprise and company town that existed at this location between 1923 and 1953. This facility, the largest of its kind in the Rocky Mountain region, was involved in the growing and canning of mushrooms and other food products, marketing them throughout the country. Charles W. Savery, the founder and owner of the Great Western Mushroom Company,

pioneered commercial mushroom growing and marketing in Colorado. He expanded the company to plants in California and oversaw the growth of an agricultural enterprise that made its mark upon the history of Westminster, Adams County, and all of Colorado.

In light of the criteria for eligibility established by the City of Westminster's historic preservation ordinance (*Westminster Municipal Code, chapter 13, section 11-13-5*), the Savery Mushroom Farm Water Tower is eligible for local designation under all of the following categories:

- First among these is the age of the tower, which was constructed around 1925 and is therefore more than fifty years old. (*subsection A*)
- Second, the water tower is historically related to a successful commercial agricultural enterprise dating from the first half of the 20th century and therefore exemplifies the economic heritage of the community. (*subsection A-10*)
- Third, the water tower represents the work of early 20th century agricultural entrepreneur Charles W. Savery and thus is associated with a notable person in the history of the community. (*subsection A-11*)
- Fourth, the Savery Mushroom Farm thrived in large part through the labor of Mexican immigrants who lived and worked at the site. The water tower is therefore a symbol of the facility's association with a particular ethnic group and its role in the history of rural Westminster during the first half of the 20th century. (*subsection A-12*)
- Finally, the water tower has served as a prominent landmark for the Westminster area for eighty years and is therefore an established and familiar visual historic feature of the community. (*subsection A-15*)

Although the remainder of the buildings and structures on the Savery Farm property disappeared from the site years ago, the intact water tower has always been its most prominent feature. As with other structures of this type, the water tower impressed itself in the public memory as the Savery Farm's symbolic feature, further underscoring its historic importance to the community, whether historically designated or not, as an important public landmark.

Designation of this landmark by the City of Westminster, however, will highlight its importance to the heritage of the community, draw attention to its restoration needs, educate the public about the Savery Farm and its role in Colorado history, and ensure that this resource will survive into the future. While the tower is largely intact, it is in need of attention to prevent the loss of materials due to deterioration. Stabilization will be required in the near future, particularly to address the loss of the tank's roof, rusting and warping of the tank, and fading of the original Savery Farm painted sign. In addition, a decision will need to be made regarding whether to reinstall the neon lighting that was historically present on the exterior of the water tank. Finally, while local designation of this resource is important to achieve, it appears likely that the Water Tower may also be eligible for listing in the State or National Registers of Historic Places.

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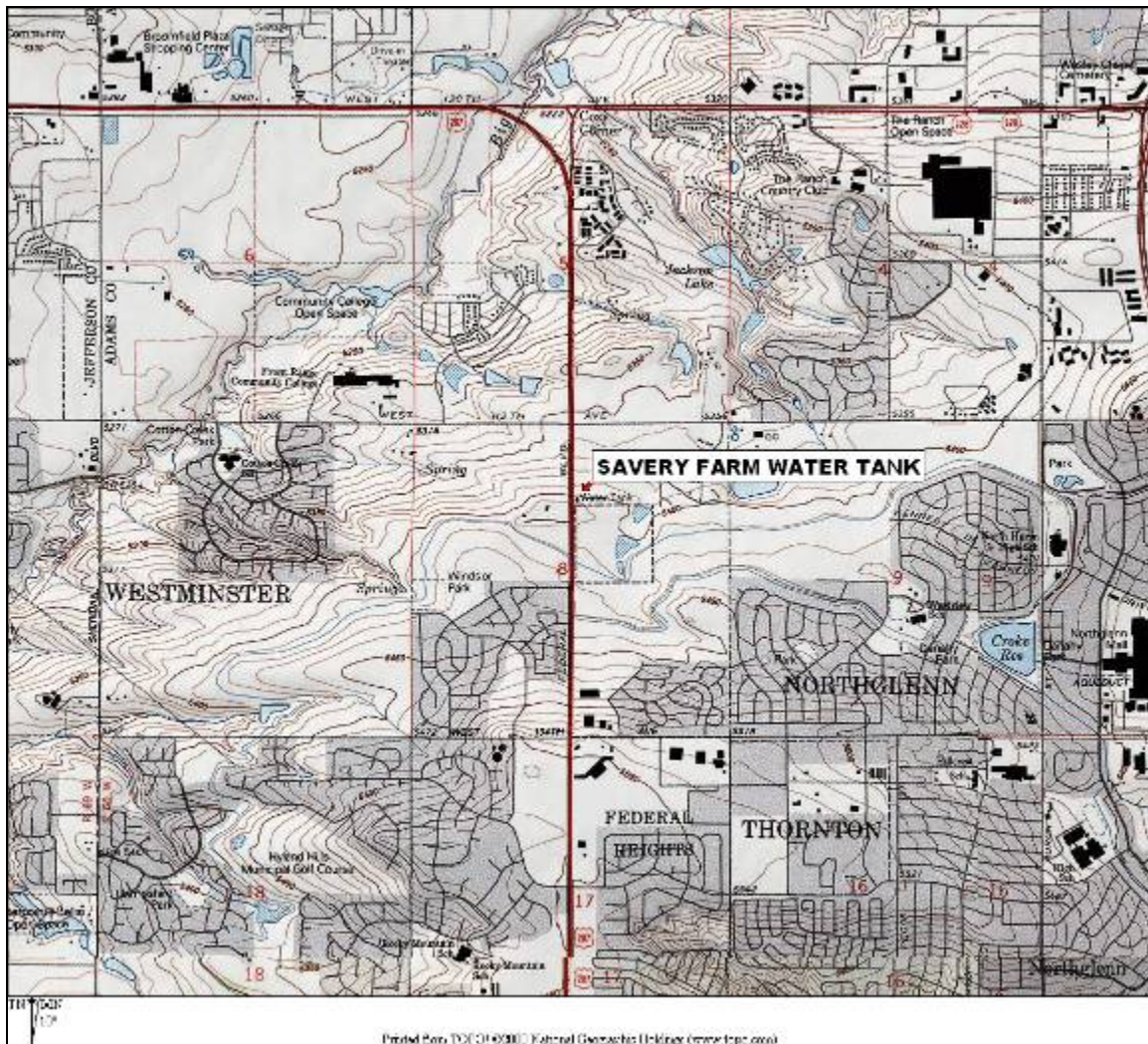
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Appendix A Site Location Map



Appendix B

Site Photographs



The Water Tower from across Federal Blvd. to the southwest. View to the northeast.



The tower from across Federal Blvd. to the northwest. View to the southeast.



Two views of the tower from the southeast (above) and northwest (below).





General view of the base of the tower. View toward the north.



Lackawanna Steel Co. stamp on one of the legs.



Two views of the feet of the tower.





Two views of the water pipe and valve equipment directly below the tower.





View looking up from the base of the tower to the underside of the tank.



View of the water tank and its fading Savery Savory Mushrooms sign. The bands around the tank supported neon lighting.



Two views of what appears to be the wellhead adjacent to the tower to the east.





Agenda Item 10 D

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
July 11, 2005



SUBJECT: Resolution No. 25 re City Council's Formal Support of State Referenda C and D

Prepared By: Emily Moon, Senior Management Analyst

Recommended City Council Action

Adopt Resolution No. 25 supporting State of Colorado referenda C and D, collectively known as the Colorado Economic Recovery Act.

Summary Statement

- The Colorado Legislature approved House Bills 05-1194 and 05-1333, which referred the Colorado Economic Recovery Act to voters for consideration during the November 1, 2005 election.
- Governor Owens has endorsed both ballot measures.
- Referenda C and D also have strong support in the business community.
- City Council supported House Bill 05-1194 and any effective solution to the state's fiscal problems, including measures that would address crippling aspects of the Taxpayer's Bill of Rights (TABOR).
- Referenda C and D will restore vital funding to health, transportation, education and public safety.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

Should City Council formally support state referenda C and D?

Alternatives

- City Council could choose not to support the referenda.
- City Council could choose to support one of the two referenda. Staff does not recommend supporting only one of the ballot issues, as these referenda are companion measures and both are required to successfully address some of the state's fiscal issues.

Background Information

Referenda C and D resulted from a compromise between the state legislatures's Republican and Democratic leadership and the governor. The ballot measures contain the following provisions:

Referenda C

- Allows state government to keep and spend all revenues collected from existing state taxes for the next five years.
- Sets a new revenue cap at the highest level of state tax revenue reached between now and 2011. Allows the state to keep and spend revenues up to that new limit, and adjusts the limit upward for population growth and inflation from that year on.
- Requires extra revenues kept under the new cap to be spent for:
 - Health care
 - Public schools, state colleges and universities
 - Transportation projects
- Beginning in 2011, adds another \$100 million a year to the new state revenue cap if voters approve Referendum D. The tax revenues would cover bond payments for the Referendum D spending plan.
- Requires legislative staff to post on the state Web site an annual report on the amount of revenues retained and how they were spent.

Referenda D

- Authorizes the state to issue up to \$2.07 billion in new multi-year bonds to speed up funding statewide for:
 - Roads, bridges and other strategic transportation projects — up to \$1.7 billion
 - Assure adequate funding for the State's existing pension plan for firefighters and police officers — up to \$175 million
 - Crucial repairs and maintenance in public school buildings, meeting the state's obligation in the settlement of a lawsuit — up to \$147 million
 - Repairs at state university, college and community college buildings — up to \$50 million
- Depends on voter approval of Referendum C to cover the bond payments by adding an extra \$100 million a year to the new state revenue limit.
- Takes effect only if Colorado voters also approve Referendum C.

The State of Colorado has cut over \$1 billion in services during the recent economic downturn and has put many necessary maintenance activities on hold. Currently, TABOR does not allow the state to recover from economic downturns and return to reasonable spending levels.

Without adjusting the current tax levels, referenda C and D will allow the state to retain the tax dollars it is currently collecting and use those funds to avoid devastating cuts that otherwise will be necessary. For example, Colorado will suffer under a backlog of \$12 billion in critical transportation projects by 2010 without the assistance the Colorado Economic Recovery Act will provide. Passage of referenda C and D will restore funding for vital services in health, transportation, education and public safety.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

RESOLUTION

RESOLUTION NO. **25**

INTRODUCED BY COUNCILLORS

SERIES OF 2005

CITY'S FORMAL POSITION ON 2005 STATE OF COLORADO REFERENDA C AND D

WHEREAS, state voters will have the opportunity November 1st to advance the quality of life and economic health of Coloradoans by supporting Referenda C and D, known together as the Colorado Economic Recovery Plan; and

WHEREAS, during and since the recent recession the state has cut spending severely, and state spending cannot be restored to pre-recession levels without voter approval even though state revenues have recovered from the recession; and

WHEREAS, the State of Colorado will need \$3.1 billion over the next five years to restore services that have been cut, ranging from Medicaid to higher education to transportation projects; and

WHEREAS, City of Westminster revenues and programs are adversely affected whenever state finances are in crisis, and City of Westminster revenues and programs, as well as those of other local governments, will be severely affected if statewide voters do not approve the Colorado Economic Recovery Act; and

WHEREAS, the Colorado Economic Recovery Act asks voters to forgo their TABOR taxpayer refunds for five years to fund necessary state services; and

WHEREAS, Referenda C and D would accelerate construction and other expenditures for highways and bridges, K-12 and higher education facilities, and police and fire retirement plans through the issuance of voter approved bonds; and

NOW, THEREFORE, be it resolved that the City Council of Westminster endorses state referenda C and D and urges its citizens to vote for both measures on November 1st.

PASSED and ADOPTED this 11th day of July, 2005.

ATTEST:

Mayor

City Clerk



WESTMINSTER
COLORADO

Agenda Item 10 E

Agenda Memorandum

City Council Meeting
July 11, 2005



SUBJECT: Resolution No. 26 re 2005 Great Outdoors Colorado Grant Contract

Prepared By: Patti Wright, Open Space Volunteer Coordinator

Recommended City Council Action

Adopt Resolution No. 26 authorizing the City Manager to sign a contract with Great Outdoors Colorado (GOCO) accepting a \$5,100 grant for Big Dry Creek Trail restoration and revitalization. These funds would be used to hire the Mile High Youth Corps for one week.

Summary Statement

- In October 2004, the Department of Parks, Recreation and Libraries applied for a \$5,100 grant from the Great Outdoors Colorado Program for Big Dry Creek Trail restoration, to include fence construction, vegetation planting, and bank stabilization.
- Great Outdoors Colorado approved this grant to the City of Westminster in June 2005.
- The Department of Parks, Recreation and Libraries has a 50% match of funds from the Big Dry Creek Trail project for materials.

Expenditure Required: \$10,200

Source of Funds: \$4,700 from the General Capital Improvement Fund – Trail Development Project, \$200 from the Open Space Operating Budget, \$200 from the Open Space Staffing Budget, and the \$5,100 GOCO Grant

Policy Issue

Should the City accept grant monies from GOCO?

Alternative

Council could choose not to accept additional funding for this project. Staff does not recommend this as it could result in the work being done by a contractor at a higher cost or in-house, thereby removing a valuable work ethic educational opportunity for the Mile High Youth Corps.

Background Information

The addition of a section of Big Dry Creek Trail is located adjacent to the Big Dry Creek Wastewater Treatment facility. An open space fence will be installed to provide an attractive barrier for the facility property. The Department of Public Works and Utilities is requesting this fence to help encourage users to remain on the trail. There is also some bank stabilization along Big Dry Creek that needs to be done, as well as some revegetation along the trail.

The City has utilized the Mile High Youth Corps (Corps) to perform this type of work in the past with excellent results. The Corps work team comprises approximately eight youth workers and a crewleader. These projects teach useful work skills and provide a source of income for area youth, resulting in a win-win scenario. City Staff provides some oversight to ensure the project proceeds as anticipated.

This project meets the City Council goal of Beautiful City, addressing Objective 4: Expanded, Developed, and Well-Maintained Parkland.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

RESOLUTION

RESOLUTION NO. **26**

INTRODUCED BY COUNCILLORS

SERIES OF 2005

AGREEMENT BETWEEN THE CITY OF WESTMINSTER AND
THE GREAT OUTDOORS COLORADO TRUST FUND

WHEREAS, The City of Westminster supports the revitalization of Big Dry Creek and the Big Dry Creek Trail.

WHEREAS, The City of Westminster has received a grant in the amount of \$5,100 from Great Outdoors Colorado to fund the Big Dry Creek Trail fence construction and bank stabilization project, subject to the execution of a grant agreement.

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

Section 1: The City of Westminster hereby authorizes the City Manager to sign the grant agreement with Great Outdoors Colorado.

Section 2: The City of Westminster hereby authorizes the expenditure of \$5,100 to meet the terms and obligations of the grant agreement and application.

Section 3: This resolution shall be in full force and effect from and after its passage and approval.

PASSED and ADOPTED this 11th day of July 2005.

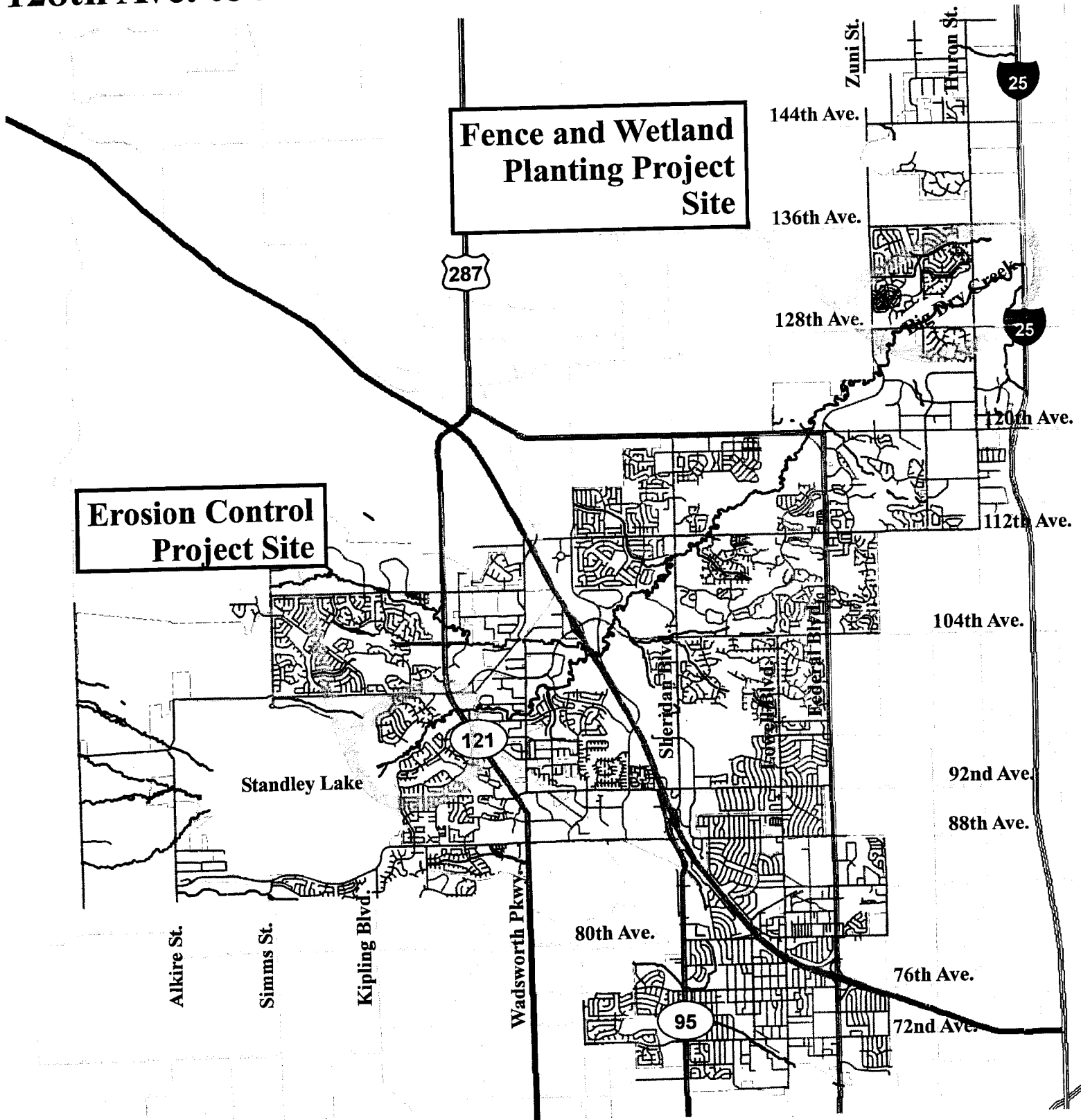
ATTEST:

Mayor

City Clerk

Westminster Big Dry Creek Trail

128th Ave. to Interstate 25



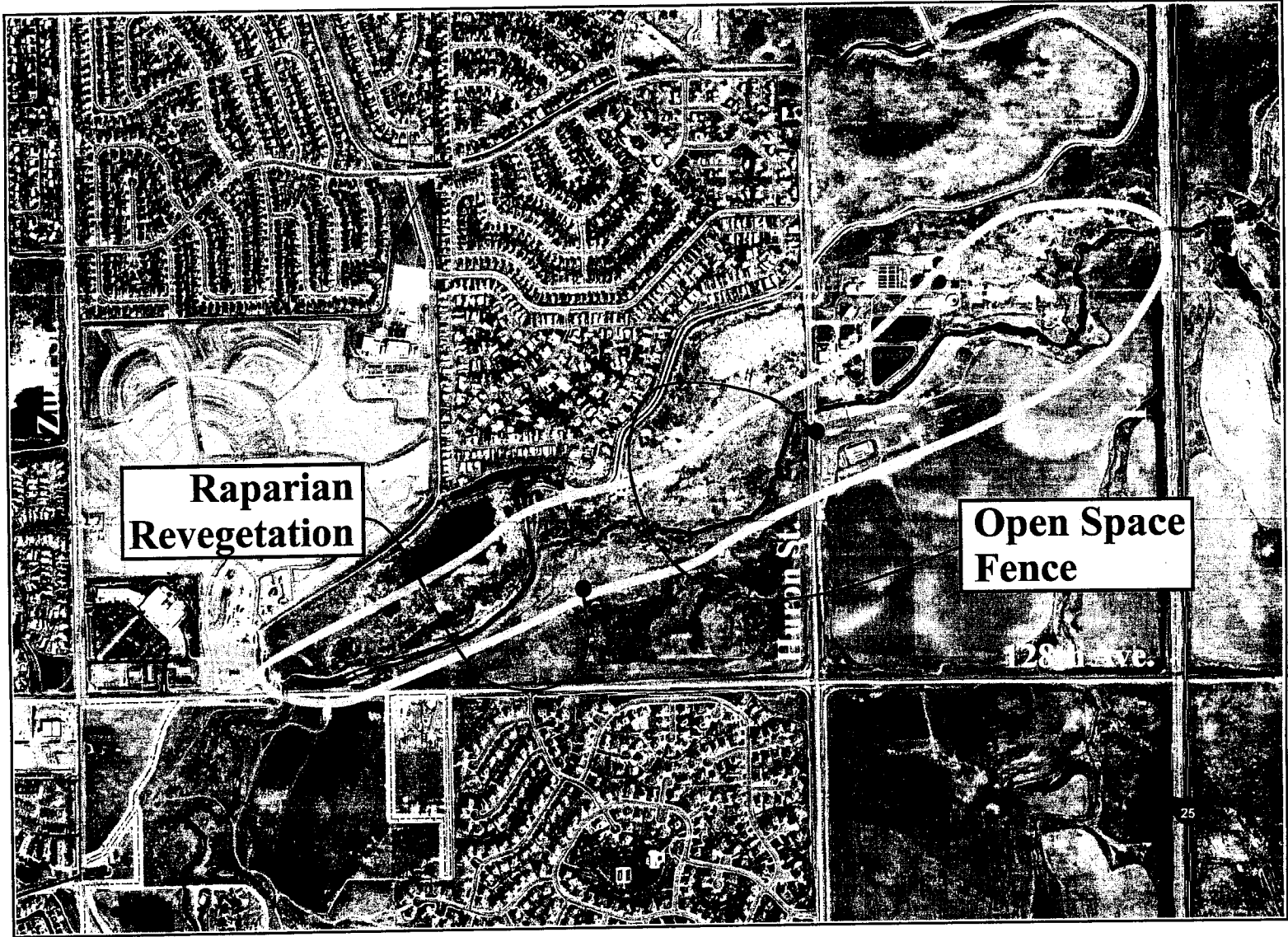
Vicinity Map



WESTMINSTER

Westminster Big Dry Creek Trail

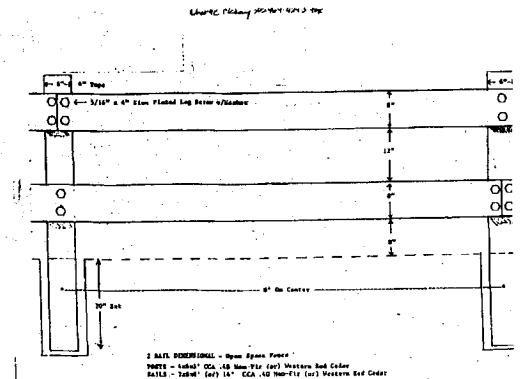
128th Ave. to Interstate 25



Site Map

Rapararian Revegetation-plant wetland-type plants along select portions of the stream banks.

Open Space Fence-install wood fence along new section of Big Dry Creek trail to better secure Big Dry Creek Reclaimed Water Treatment Facility. Approximately 500 lineal feet. (See detail this sheet)



Westminster Big Dry Creek Trail

Standley Lake to Wadsworth Parkway



Site Map

Erosion Control-with the use of gabion baskets filled with stone.



WESTMINSTER

Summary of Proceedings

Summary of proceedings of the regular City of Westminster City Council meeting of Monday, July 11, 2005. Mayor McNally, Mayor Pro Tem Kauffman, and Councillors Davia, Dittman, Dixion, Hicks, and Price were present at roll call.

The minutes of the June 27, 2005 meeting were approved.

Council approved the following: application for SAFER (Staffing for Adequate Fire and Emergency Response) grant; Jefferson County Department of Health and Environments West Nile Virus IGA; and amendment of Ranch Filings 2 & 6 Masonry Wall Construction Contract.

The following Councillors' Bills were adopted on final reading:

A BILL FOR AN ORDINANCE AMENDING THE 2005 BUDGET OF THE GENERAL FUND AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2005 ESTIMATED REVENUES IN THE FUND

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

A BILL FOR AN ORDINANCE AMENDING THE ZONING OF TWO PARCELS OF LAND GENERALLY LOCATED AT THE SOUTHWEST CORNER OF SHERIDAN BOULEVARD AND 72ND AVENUE IN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 69 WEST, 6TH P.M., JEFFERSON COUNTY, COLORADO FROM R-1 AND C-1 TO PUD

A public hearing was held to consider designating the Savery Mushroom Farm Water Tower as a Local Historic Landmark.

Council adopted the following resolutions: Resolution No. 24 designating the Savery Mushroom Farm Water Tower as a Local Historic Landmark; Resolution No. 25 re Council's formal support of State Referenda C and D; and Resolution No. 26 re 2005 Great Outdoors Colorado Grant contract.

At 7:40 p.m., the meeting was adjourned.

By order of the Westminster City Council
Linda Yeager, MMC, City Clerk
Published in the Westminster Window on July 21, 2005

A BILL FOR AN ORDINANCE AMENDING THE 2005 BUDGET OF THE GENERAL FUND AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2005 ESTIMATED REVENUES IN THE FUND.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2005 appropriation for the General Fund initially appropriated by Ordinance No. 3162 in the amount of \$82,941,554 is hereby increased by \$20,000 which, when added to the fund balance as of the City Council action on June 27, 2005 will equal \$85,311,685. The actual amount in the General Fund on the date this ordinance becomes effective may vary from the amount set forth in this section due to intervening City Council actions. The appropriation is due to the award of a emergency management grant through the Colorado Division of Emergency Management.

Section 2. The \$20,000 increase in the General Fund shall be allocated to City Revenue and Expense accounts, which shall be amended as follows:

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
State Grants	1000.40620.0000	\$0	<u>\$20,000</u>	\$20,000
Total Change to Revenues			<u>\$20,000</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Fire - Contractual Svcs	10025260.67800.0000	\$14,449	<u>\$20,000</u>	\$34,449
Total Change to Expenses			<u>\$20,000</u>	

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

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED AND PUBLISHED this 27th day of June, 2005. PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 11th day of July, 2005.

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

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

a. That an application for an amendment to the Westminster Comprehensive Land Use Plan has been submitted to the City for its approval pursuant to W.M.C. §11-4-16(D), by the owners of the properties described in Exhibit A, attached hereto and incorporated herein by reference, requesting a change in the land use designations from "R-3.5 Residential" to "Retail Commercial" for the approximately 0.9 acre property at 7007 Sheridan Boulevard and a change from "R-8 Residential" to "Retail Commercial" for the approximately 15.5 acres located immediately west of the existing Shoenberg Center.

b. That such application has been referred to the Planning Commission, which body held a public hearing thereon on June 14, 2005, after notice complying with W.M.C. §11-4-16(B), and has recommended approval of the requested amendments.

c. That notice of the public hearing before Council has been provided in compliance with W.M.C. §11-4-16(B) and the City Clerk has certified that the required notices to property owners were sent pursuant to W.M.C. §11-4-16(D).

d. That Council, having considered the recommendations of the Planning Commission, has completed a public hearing and has accepted and considered oral and written testimony on the requested amendments.

e. That the owners have met their burden of proving that the requested amendment will further the public good and will be in compliance with the overall purpose and intent of the Comprehensive Land Use Plan, particularly its policies on redevelopment and economic revitalization.

Section 2. The City Council approves the requested amendments and authorizes City staff to make the necessary changes to the map and text of the Westminster Comprehensive Land Use Plan to change the designations of the properties described in attached Exhibit A to "Retail Commercial."

Section 3. Severability: 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 deemed unenforceable shall not affect any of the remaining provisions.

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

Section 5. 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 27th of June, 2005. PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 11th day of July, 2005.

Exhibits to Ordinances are not published but can be obtained in the Westminster City Clerk's Office.

**A BILL FOR AN ORDINANCE AMENDING THE ZONING OF TWO PARCELS OF LAND
GENERALLY LOCATED AT THE SOUTHWEST CORNER OF SHERIDAN BOULEVARD AND 72ND
AVENUE IN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 69 WEST, 6TH P.M., JEFFERSON
COUNTY, COLORADO FROM R-1 AND C-1 TO PUD.**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

- a. That an application for the rezoning of the properties generally located at the southwest corner of Sheridan Boulevard and 72nd Avenue, as described in attached Exhibit B, incorporated herein by reference, from the R-1 (Area 1 on Exhibit B) and C-1 (Area 2 on Exhibit B) zones to a P.U.D. 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 June 14, 2005, 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, 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 properties, described in attached Exhibit B, from the R-1 and the C-1 zoning districts to the PUD District.

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 27th day of June, 2005. PASSED, ENACTED ON SECOND READING, AND FULL TEXT
ORDERED PUBLISHED this 11th day of July, 2005.

Exhibits to Ordinances are not published but can be obtained in the Westminster City Clerk's Office.