

SPECIAL CITY COUNCIL MEETING

September 21, 1998

7:00 PM

Notice: 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.

1. Pledge of Allegiance

2. Roll Call

3. Purpose of Special Meeting

A. Public Hearing re DePalma Annexation, Zoning and Preliminary Development Plan located at 73rd Avenue and east side of Sheridan Boulevard. Proposed development would include 3 office buildings.

B. Resolution No. 50 re Findings re State Statues on DePalma Annexation

C. Councillor's Bill No. 42 re DePalma Annexation located at 73rd Avenue and east side of Sheridan Boulevard

D. Councillor's Bill No. 43 re Comprehensive Land Use Plan Amendment to include DePalma property as Business Park

E. Councillor's Bill No. 44 re DePalma Zoning, located at 73rd Avenue and east side of Sheridan Boulevard

E. Preliminary Development Plan for the DePalma Business Park for 3 Office Buildings at 73rd Avenue and Sheridan Boulevard

F. Councillor's Bill No. 45 re Marriott Hotel Business Assistance Agreement for development of 250 room Marriott hotel and conference facility to be located at the northeast corner of 103rd Avenue and Church Ranch Boulevard.

G. City Manager Employment Contract - renewal of employment contract with William Christopher for 1999 and 2000

4. Adjournment

September 16, 1998

To All Members of City Council:

A special meeting of the City Council has been set for Monday, September 21, 1998 at 7:00 P.M. in the City Council Chamber for the following purposes:

Public Hearing re DePalma Annexation, Zoning and Preliminary Development Plan

Councillor's Bill re Marriott Hotel Business Assistance Agreement

City Manager Employment Contract

Sincerely,

Michele Kelley, CMC
City Clerk

September 15, 1998

Michele Kelley, City Clerk
City of Westminster
4800 West 92nd Avenue
Westminster, CO 80030

Dear Michele:

Please call a special meeting of the City Council for Monday, September 21, 1998 at 7:00 P.M. in the City Council Chamber for the following purposes:

Public Hearing re DePalma Annexation, Zoning and Preliminary Development Plan

Councillor's Bill re Marriott Hotel Business Assistance Agreement

City Manager Employment Contract

Sincerely,

Nancy M. Heil, Mayor

Date: September 21, 1998
Subject: DePalma Annexation and Zoning
Prepared by: David Falconieri, Planner III

Introduction

City Council action is requested for the purpose taking action on the City initiated annexation and owner proposed zoning of the DePalma property enclave.

Summary

Applicant/Property Owner:

Michael DePalma and The City of Westminster

Location:

East side of Sheridan Boulevard at the 73rd Avenue alignment. (See attached vicinity map.)

Size of Site:

DePalma Property: 6.6 Acres City Owned portion: .6 Acres

Description of Proposed Use:

The permitted uses under the Preliminary Development Plan would be those permitted in the Business Park designation of the Westminster Comprehensive Land Use Plan. This allows a broad variety of office uses and some limited retail. The City owned portion was donated by Mr. DePalma as part of the Little Dry Creek drainage channel and will remain open space.

Major Issues:

The annexation of the DePalma property was initiated by the City. The parcel is completely surrounded by the City and Staff has followed the procedures required in Section 31-12-106 C.R.S. as pertains to the annexation of enclaves.

The Staff has negotiated the proposed Planned Unit Development zoning and Preliminary Development Plan with the owner and his consultants. The PDP proposes three office buildings of two or three stories each.

Planning Commission Recommendation

The Planning Commission heard this case on August 25th and again on September 8th. The case was continued after the first meeting in order to allow the applicant and staff time to negotiate changes to the PDP concerning the parking standards and the right-of-way dedication. After those issues were resolved, the Commission voted unanimously that the property be annexed and zoned PUD, and that the PDP be approved as revised. The Commission also recommended that the Westminster Comprehensive Land Use Plan be amended to show the DePalma property as "Business Park".

Staff Recommendation

1. Hold a Public Hearing on the DePalma annexation and zoning request.
2. Pass Resolution No. making certain findings of fact as required by State Statutes.
3. Pass Councillor's Bill No. annexing the DePalma property to the City of Westminster.
4. Pass Councillor's Bill No. amending the Westminster Comprehensive Land Use Plan to designate the DePalma property as "Business Park".
5. Pass Councillor's Bill No. Zoning the DePalma Property Planned Unit Development (PUD).
6. Approve the Preliminary Development Plan for the DePalma Office Park.

Background Information

Discussion of Major Issues

Currently this property is zoned half for commercial and half for residential in unincorporated Adams County. As part of the City's efforts to eliminate small enclaves within the City's boundaries, the Staff prepared the annexation map for this parcel and initiated discussions on how to zone it with the owner. The Business Park designation as defined in the City's Comprehensive Land Use Plan was determined to be most compatible with surrounding development.

The applicant requested a parking ratio that would result in fewer spaces than required by City Code. This is an issue that should be addressed at the Official Development Plan review stage, and therefore the parking standards were deleted from the Preliminary Development Plan.

The applicant agreed to designate the area needed for future right-of-way as "reserved for Right-of-Way" on the Preliminary Development Plan, but dedication of that area would not be required at this time.

Architectural/Building Materials

To be determined at the time of the Official Development Plan approval.

Public Land Dedication, Parks/Trails

No public land dedication is due for commercial development. The PDP requires that some connection be provided to Sheridan Boulevard from Little Dry Creek via a sidewalk system. The City may desire a connection to Faversham Park from Little Dry Creek in the future.

Access and Circulation

The Colorado Department of Transportation (CDOT) reviewed this proposal and has approved a 3/4 access onto Sheridan Boulevard and another emergency access further to the south also on Sheridan Boulevard. The emergency access will be constructed to CDOT standards and will not be used by regular traffic. Acceleration/deceleration lanes may also be required depending on the findings of the final traffic study which is required for the Official Development Plan.

Site Design

The Preliminary Development Plan calls for three office buildings. Phase One anticipates using the existing home as an office building until the other buildings are completed. Exact site design will be reviewed at the time of the Official Development Plan.

Signage

Permitted signage will be as required under the City Code. Locations and design of signs will be determined at the Official Development Plan stage.

Service Commitment Category

Service commitments will be allocated out of Category C. The number of commitments will be determined after the Official Development Plan approval.

Referral Agency Responses

The comments of the Colorado Department of Transportation have been incorporated into the plan. No other agencies responded with concerns.

Public Comments

Neighborhood meetings will be held at the time that the Official Development Plan is submitted for review.

Surrounding Zoning

Spanish Oaks (multi-family PUD) is to the south; The Little Dry Creek channel to the east; Single family detached to the north and to the west across Sheridan Boulevard.

Respectfully submitted,

William M. Christopher
City Manager

RESOLUTION

RESOLUTION NO.

INTRODUCED BY COUNCILLORS

SERIES OF 1998

A RESOLUTION PURSUANT TO SECTION 31-12-110, C.R.S., SETTING FORTH THE FINDINGS OF FACT AND CONCLUSION OF CITY COUNCIL WITH REGARD TO THE PROPOSED ANNEXATION OF A PART OF THE SOUTHWEST ONE-QUARTER, SOUTH WEST ONE-QUARTER OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO.

WHEREAS, the City has initiated annexation proceedings pursuant to Section 31-12-106(1) C.R.S., and

WHEREAS, City Council has held a hearing concerning the proposed annexation as required by sections 31-12-108 and -109, C.R.S.; and

WHEREAS, having completed the required hearing, the City Council wishes to set forth its findings of fact and conclusion regarding the proposed annexation.

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

1. The City Council finds:

- a. Not less than 1/6 of the perimeter of the area proposed to be annexed is contiguous with the City of Westminster;
- b. A community of interest exists between the area proposed to be annexed and the City;
- c. The area is urban or will be urbanized in the near future; and
- d. The area is integrated with or is capable of being integrated with the City.

2. The City Council further finds:

- a. With respect to the boundaries of the territory proposed to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, has been divided into separate parts or parcels without the written consent of the landowners thereof, except to the extent such tracts or parcels are separated by dedicated street, road, or other public way; and
- b. With regard to the boundaries of the area proposed to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, comprising twenty (20) acres or more (which, together with the buildings and improvements situated thereon has a valuation for assessment in excess of \$200 for ad valorem tax purposes for the previous year), has been included in the area being proposed for annexation without the written consent of the owners thereof, except to the extent such tract of land is situated entirely within the outer boundaries of the City immediately prior to the annexation of said property.

3. The City Council further finds:

- a. That no annexation proceedings concerning the property proposed to be annexed by the City has been commenced by another municipality;
- b. That the annexation will not result in the attachment of area from a school district;

c. That the annexation will not result in the extension of the City's boundary more than three (3) miles in any direction;

d. That the City of Westminster has in place a plan for the area proposed to be annexed; and

e. That in establishing the boundaries of the area to be annexed, the entire width of any street or alley is included within the area annexed.

4. The City Council further finds that an election is not required and no additional terms or conditions are to be imposed upon the area to be annexed.

5. The City Council concludes that the City may proceed to annex the area proposed to be annexed by ordinance pursuant to section 31-12-111, C.R.S.

PASSED AND ADOPTED this 14th day of September, 1998.

ATTEST:

Mayor

City Clerk

DePalma Property Annexation and Zoning

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO.

SERIES OF 1998

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF A PART OF THE SOUTHWEST ONE-QUARTER, SOUTH WEST ONE-QUARTER OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO.

WHEREAS, the property known as the DePalma Property, legally described herein is an enclave of Adams County as defined in Section 31-12-106(1) C.R.S.

WHEREAS, City Council has held the required annexation hearing in conformance with all statutory requirements; and

WHEREAS, the Council of the City of Westminster has satisfied itself concerning the conformance of the proposed annexation to the annexation policy of the City of Westminster.

NOW, THEREFORE, the City of Westminster ordains:

Section 1. That the annexation is hereby accomplished by and to the City of Westminster, State of Colorado, of the following described contiguous unincorporated territory situate, lying and being in the County of Jefferson, State of Colorado, to wit:

Commencing at the northwest corner of the southwest one-quarter of the southwest one-quarter of said Section 31, said point being the true point of beginning:

Thence along the boundary of the annexation recorded at reception number A024153 of the Adams County records, the following five (5) courses;

1. Easterly and along the north line of the SW1/4, SW1/4, said Section 31, a distance of 911.30 feet;
2. Thence S 01°35'43" E, a distance of 331.60 feet;
3. Thence S 85°20'44" W, a distance of 61.00 feet;
4. Thence S 01°26'58" W, a distance of 8.00 feet;
5. Thence S 86°52'23" W, a distance of 830.77 feet to a point on the west line of the SW 1/4, SW 1/4, said Section 31, said point also being on the boundary of the annexation recorded at reception number 986015 of the Adams County records;

Thence north and along the west line of the SW 1/4, SW 1/4, said Section 31 and along the boundary of annexations recorded at reception numbers 986015 and A009935 of the Adams County records, 390.00 feet to the point of beginning.

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

Section 3. 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 21st day of September, 1998. PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this day of September, 1998.

ATTEST:

Mayor

City Clerk

DePalma Property Annexation and Zoning

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. _____

SERIES OF 1998

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE AMENDING THE ZONING LAW AND ESTABLISHING THE ZONING CLASSIFICATION OF CERTAIN DESCRIBED PROPERTY IN A PARCEL OF LAND LOCATED IN THE SOUTHWEST ONE-QUARTER, SOUTH WEST ONE-QUARTER OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

a. That an application for the zoning of the property described below from Adams County C-5 and R-1 to City of Westminster PUD - Planned Unit Development zoning has been submitted to the City for its approval pursuant to Westminster Municipal Code section 11-2-1.

b. That Council has completed a public hearing on the requested zoning pursuant to the provisions of Chapter 2 of Title XI of the Westminster Municipal Code.

c. That based on the evidence produced at the public hearing, the City Council finds that the proposed zoning complies with all requirements of City Code, including, but not limited to, the provisions of Westminster Municipal Code sections 11-5-1.

d. That the proposed zoning is compatible with existing zoning and land uses of adjacent properties in the general vicinity of the property proposed for zoning.

e. That the proposed zoning is consistent with all applicable general plans and policies concerning land use and development relative to the property proposed for zoning.

Section 2. The Zoning District Map of the City is hereby amended by reclassification of the property described herein hereto from Adams County C-5 and R-1 to City of Westminster PUD--Planned Unit Development.

Commencing at the northwest corner of the southwest one-quarter of the southwest one-quarter of said Section 31, said point being the true point of beginning:

Thence along the boundary of the annexation recorded at reception number A024153 of the Adams County records, the following five (5) courses;

1. Easterly and along the north line of the SW 1/4, SW 1/4, said Section 31, a distance of 911.30 feet;
2. Thence S 01°35'43" E, a distance of 331.60 feet;
3. Thence S 85°20'44" W, a distance of 61.00 feet;
4. Thence S 01°26'58" W, a distance of 8.00 feet;
5. Thence S 86°52'23" W, a distance of 830.77 feet to a point on the west line of the SW 1/4, SW 1/4, said Section 31, said point also being on the boundary of the annexation recorded at reception Number 986015 of the Adams County records.

Thence north and along the west line of the SW 1/4, SW 1/4 said Section 31 and along the boundary of annexations recorded at reception numbers 986015 and A009935 of the Adams County records, 390.00 feet to the point of beginning.

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 21st day of September, 1998.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this day of September, 1998.

ATTEST:

Mayor

City Clerk

DePalma Property Annexation and Zoning

BY AUTHORITY

ORDINANCE NO.
SERIES OF 1998

COUNCILLOR'S BILL NO. _____
INTRODUCED BY COUNCILLORS

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

WHEREAS, the City maintains a Comprehensive Land Use Plan which regulates land uses within the City; and

WHEREAS, the City Council has annexed new properties to the City specifically described in "Exhibit A"; and

WHEREAS, an amendment of the Plan is necessary to provide a land use designation for the annexed property and to keep the Plan up to date; and

WHEREAS, the Planning Commission has reviewed the proposed amendment and has recommended approval to the City Council.

NOW THEREFORE, the City Council hereby finds that the required procedures for amending the Comprehensive Land Use Plan as delineated in the Westminster Municipal Code have been satisfied.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council authorizes City Staff to make the necessary changes to the maps and text of the Westminster Comprehensive Land Use Plan which are necessary to add the DePalma Property, 7370 Sheridan Avenue, legally described below. The DePalma Property shall be designated "Business Park".

A part of the Southwest one-quarter, South west one-quarter of Section 31, Township 2 South, Range 68 West of the 6th P.M., County of Adams, State of Colorado, more particularly described as follows:

Commencing at the Northwest corner of the Southwest one-quarter of the Southwest one-quarter of said Section 31, said point being the true point of beginning:

Thence along the boundary of the annexation recorded at reception number A024153 of the Adams County records, the following five (5) courses:

1. Easterly and along the North line of the SW1/4, SW1/4, said Section 31, a distance of 911.30 feet;
2. Thence S 01°35'43" E, a distance of 331.60 feet;
3. Thence S 85°20'44" W, a distance of 61.00 feet;
4. Thence S 01°26'58" W, a distance of 8.00 feet;
5. Thence S 86°52'23" W, a distance of 830.77 feet to a point on the West line of the SW 1/4, SW1/4, said Section 31, said point also being on the boundary of the annexation recorded at reception number 986015 of the Adams County records;

Thence North and along the West line fo the SW1/4, SW1/4 said Section 31 and along the boundary of annexation recorded at reception numbers 986015 and A009935 of the Adams County records, 390.00 feet to the point of beginning.

Section 2. 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 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 21st day of September, 1998.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this _____ day of September, 1998.

ATTEST:

Mayor

City Clerk

Date: September 21, 1998

Subject: Councillor's Bill No. re Development Agreement for a Marriott Hotel and Conference Center in Church Ranch Corporate Center

Prepared by: Susan F. Grafton, Economic Development Manager

Introduction

City Council action is requested to adopt the attached Councillor's Bill authorizing the City Manager to sign the attached development agreement with Church Ranch Hotel Company I, LLC (CRHC), to assist with the development of a full-service, 250 room Marriott hotel and conference facility in Church Ranch Corporate Center.

Summary

Staff has been in discussions with representatives of Church Ranch Corporate Center and White Lodging Services Corporation (a Marriott franchisee) concerning the construction of a Marriott in Church Ranch Corporate Center. Staff has now concluded negotiations with CRHC to achieve a full-service, first-class, 250 room Marriott hotel and 10,000 square foot conference facility. This hotel will be built on an 8- to 12-acre parcel at the northeast corner of 103rd Avenue and Church Ranch Boulevard. The proposed development site includes the five acre City owned parcel in Church Ranch Corporate Center. The hotel will be built consistent in design, attractiveness, and quality with other first-class hotels in Westminster.

In order to make the project economically viable, the proposed agreement includes a business assistance package that has been reviewed and analyzed by HVS International, a company which specializes in hotel fiscal analysis studies. The proposed business assistance package includes the following key points:

- * CRHC will finance and build a full-service, first-class, 250 room hotel and 10,000 square foot conference center.
- * The City will rebate all Sales Tax, Use Tax, and Accommodations Tax from the hotel to CRHC for a period of 15 years or until \$9,800,000 present value is rebated, whichever comes first. To help accomplish this rebate, the City will implement a 2% added conference center fee just on the new hotel rooms and the City will rebate this amount to CRHC.
- * The City will continue to pay the 104th Avenue Special Improvement District (SID) payment.
- * The City, which currently is owner of the five acre parcel in Church Ranch on which a portion of the hotel will be built, is to contribute the parcel for the hotel to CRHC.
- * Construction of the new hotel will not begin until 12 months after the opening of the Westin Hotel in Westminster.

Staff believes that this is an excellent business decision for the City. HVS concluded that a Marriott hotel project will be complimentary to the Westin Hotel project because of its strong national image in the conferencing market. White Lodging Service Corporation is also well respected in the industry and will assure the hotel's profitability.

HVS also concluded that the business assistant rebate package was extremely fair considering other like projects, rate of investor return, financing costs and constraints. Another benefit of this proposed agreement, which is consistent with all other business assistance packages the City has done, is that the City through this proposed agreement is only contributing tax dollars into the hotel/conference center project that are generated by the hotel and conference center.

Staff Recommendation

Pass Councillor's Bill No. on first reading approving a business assistance agreement for the construction of a 250 room hotel and conference facility in the Church Ranch Corporate Center.

Background Information

Staff began discussions with representatives of Church Ranch Corporate Center and White Lodging Services Corporation in November 1997. White Lodging Services Corporation and its owner, Bruce White, are highly respected in the hotel industry and successfully operate Marriott Hotels throughout the United States. One of the White Lodging properties is the new Marriott in Boulder.

As planned, the Marriott will be a multi-story, 250 room, full-service hotel with expansion capability to 350 rooms. A 10,000 square foot conference facility will be attached. The hotel will be built on 8- to 12-acre parcel which will include a 5-acre parcel currently owned by the City. The exact size and configuration of the land and building will be determined during the Official Development Plan approval process.

The business assistance package, as proposed, involves primarily a \$9.3 million tax rebate. Though this is a large investment on the City's part, a large private investment is also involved. This is also an opportunity to both strengthen and diversify the City's tax base. The estimated private investment is over \$30 million, and the projected revenues to the City from the hotel and conference facility is estimated conservatively to be approximately \$1.0 million annually. It is important to stress that only taxes generated by this hotel and conference center are being provided by the City to assist with achieving the hotel and conference center.

If this agreement is adopted by City Council, it is projected that the hotel/conference center will be open in the summer of 2002. The Marriott project, along with the Westin Hotel and Conference Center, will help solidify the City's position as the premier conferencing location for the north metro area.

Respectfully submitted,

William M. Christopher
City Manager

Attachments

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. _____

SERIES OF 1998

INTRODUCED BY COUNCILLORS

A BILL
FOR AN ORDINANCE AUTHORIZING AS ASSISTANCE AGREEMENT
WITH CHURCH RANCH HOTEL COMPANY I, LLC

WHEREAS, the successful attraction of high quality development to the City of Westminster provides employment opportunities and increased revenue for citizen services and is therefore an important public purpose; and

WHEREAS, it is important for the City of Westminster to remain competitive with other local governments in creating incentives for high quality development to locate in the City; and

WHEREAS, Church Ranch Hotel Company I, LLC, has indicated an interest in building a 250 room, first-class, full-service hotel and 10,000 square foot conference facility in the City of Westminster in Church Ranch Corporate Center; and

WHEREAS, a proposed Agreement between the City and Church Ranch Hotel Company I, LLC, is attached hereto as Exhibit "A" and incorporated herein by this reference.

NOW, THEREFORE, pursuant to the terms of the Constitution of the State of Colorado, the Charter and ordinances of the City of Westminster, the members of the City Council of the City of Westminster direct and authorize the following action by the City Staff:

Section 1. The City Manager of the City of Westminster is hereby authorized to enter into an Assistance Agreement with Church Ranch Hotel Company I, LLC in substantially the same form as the one attached as Exhibit "A," and upon execution of the Agreement to fund and implement said Agreement.

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSED ORDERED PUBLISHED this 21st day Septemeber, 1998.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this day of September, 1998.

Mayor

ATTEST:

City Clerk

Date: September 21, 1998

Subject: Revised Employment Contract with William Christopher

Prepared by: Bill Christopher, City Manager

Introduction

City Council review and consideration is requested pertaining to the attached revised employment agreement with William Christopher serving in the capacity of City Manager.

Summary

At the time City Council appointed William Christopher as City Manager in June, 1978, an employment agreement was formally approved by the Council to reflect the terms and conditions of his employment. Each year, the employment contract is reviewed and revised based on the results of the Council's performance evaluation of the City Manager. This year's evaluation was completed on August 3rd including updated compensation terms. A revised employment contract has been prepared to reflect the adjustments.

Staff Recommendation

Approve an employment agreement with William Christopher serving in the position of City Manager for calendar years 1999 and 2000 and authorize the appropriate City Officials to execute said agreement.

Background Information

William M. Christopher has served as City Manager for 20 years, after having served as Assistant City Manager for a period of 10 years. Mr. Christopher received his master's degree in public administration from Kansas University, and he holds a bachelor of science degree in business administration from Pittsburg State University. Mr. Christopher is past president and has served on the board of directors of the Westminster Rotary Club for ten years. He is the past president of the Colorado City/County Management Association currently serving as chair of the Ethics and Recognition Committee and the Scholarship Committee; he is also a past board member of the Metro North Chamber of Commerce. He is currently on the Board of Directors and executive committee of the Westminster Community Artists Series and the Westminster Presbyterian Church. He is treasurer of both organizations. Mr. Christopher is an active member of the International City/County Management Association (the "ICMA"), serves on the ICMA Fund for Professional Management Committee, Metro City Manager's Association and the Colorado City/County Management Association. He was recently recognized by Colorado Business magazine as one of the state's top managers and he was honored by ICMA when presented with the coveted award for Excellence in Honor of Mark E. Keane and in 1997 with the Program Excellence in Intergovernmental Cooperation Award from ICMA. He has been selected to receive the Clarence Ridley In-Service Training Award by ICMA this fall.

The initial employment agreement with William Christopher, serving as City Manager, has been subsequently reviewed annually (except in 1988) to reflect compensation adjustments as well as any other changes in the provisions of the agreement as warranted. The existing contract is scheduled to expire December 31, 1998. City Council and the City Manager have discussed a new two year contract which would extend the employment agreement to December 31, 2000.

The only change in the revised agreement compared to the existing agreement is as follows:

- > The increased compensation (\$7,950 salary - a 6.9% increase and \$500 deferred compensation) is to be reflected in the agreement. The annual base salary will become \$113,950 plus \$8,000 taken as deferred compensation.

All other provisions of the contract remain the same as per the existing employment agreement between the City Council and the City Manager.

City Council was previously provided a salary survey of other area city manager's compensation packages. The average salary of the eight Cities surveyed indicated an annual compensation of \$118,327 which would include any deferred compensation for 1998. This compares to the current annual salary and deferred compensation for the Westminster City Manager in the amount of \$114,100.

The revised contract that was discussed at the August 3 Executive Session reflects a compensation increase of 6.9% for 1999. The salary for 1999 would be \$113,950 and the deferred compensation would be \$8,000.

I am extremely pleased to have the opportunity to continue the working relationship with City Council and serve as City Manager. I believe there have been many meaningful achievements this year and produced numerous enhancements for the community. I look forward to the numerous challenges and opportunities which the new year most certainly will hold. Westminster continues to be a great City to have the opportunity to manage with a dedicated and skilled workforce.

Respectfully submitted,

William M. Christopher
City Manager

Attachment

EMPLOYMENT AGREEMENT

THIS AGREEMENT, effective as of the 1st day of January, 1999, by and between the City of Westminster, State of Colorado, a municipal corporation, hereinafter called "CITY" as party of the first part, and WILLIAM M. CHRISTOPHER, hereinafter called "EMPLOYEE", as party of the second part, both of whom understand as follows:

WHEREAS, the CITY desires to continue employing the services of WILLIAM M. CHRISTOPHER, as City Manager of the City of Westminster as provided by City Charter, Chapter IV, Section 7; and

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment, and to set working conditions of said EMPLOYEE; and

WHEREAS, it is the desire of the City Council to (1) secure and retain the services of EMPLOYEE and to provide inducement for him to remain in such employment; (2) make possible full work productivity by assuring EMPLOYEE'S morale and peace of mind with respect to future security; (3) act as a deterrent against malfeasance or dishonesty for personal gain on the part of EMPLOYEE, and (4) provide a just means for terminating EMPLOYEE's services at such time as he may be unable to fully discharge his duties due to age or disability or when CITY may desire to otherwise terminate his employ; and

WHEREAS, EMPLOYEE previously accepted employment as City Manager of said CITY.

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

SECTION 1. DUTIES:

CITY hereby agrees to continue the employment of WILLIAM M. CHRISTOPHER as City Manager of CITY to perform the duties and functions specified in Section 4.8 of the City Charter and such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

SECTION 2. TERMS:

A. EMPLOYEE agrees to remain in the exclusive employ of CITY and WILLIAM M. CHRISTOPHER will serve as City Manager for calendar years 1999 and 2000. Further, EMPLOYEE agrees neither to seek, to accept, nor to become employed by any other employer until said termination date, unless said termination date is effected as hereinafter provided.

The term "employed" shall not be construed to include occasional teaching, writing, consulting work or other related activities performed on EMPLOYEE'S time off.

B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of EMPLOYEE at any time, subject only to the provisions set forth in Section 3, Paragraph A and B of this agreement.

C. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of EMPLOYEE to resign at any time from his position with the CITY, subject only to the provisions set forth below.

D. This contract shall be considered for renewal annually, no later than October 31 of each year to address extending the contract, salary, and other changes negotiated between the parties, unless written notice is given to the EMPLOYEE that such contract will not be renewed, and such written notice is forwarded to EMPLOYEE ninety (90) days prior to the end of October.

Each renewal of the contract shall be for a specified time. If this contract is not renewed, or terminated, as set forth in the contract, and the contract expires, EMPLOYEE shall continue to work under the terms of the last executed contract until a new contract is executed or EMPLOYEE is terminated after receiving four (4) months' written notice of termination.

SECTION 3. TERMINATION, NOTICE AND SEVERANCE PAY:

A. In the event City Council decides to exercise its right to terminate EMPLOYEE before expiration of the aforementioned term of employment and during such time that EMPLOYEE is willing and able to perform the duties of City Manager, then and in that event, the CITY agrees to give EMPLOYEE four (4) months' written notice or to pay EMPLOYEE a lump sum cash payment equal to his base salary for the ensuing four (4) months, provided however, that in the event the EMPLOYEE is terminated because of his conviction of any illegal act, then, and in that event, CITY has no obligation to give notice or pay the aggregate severance sum designated in this paragraph.

B. In the event the CITY at any time during the employment term reduces the salary or other financial benefits of EMPLOYEE in a greater percentage than an applicable across the board reduction for all City employees, or in the event the CITY refuses, following written notice to comply with any other provisions benefiting EMPLOYEE herein, or the EMPLOYEE resigns following a formal suggestion by the City Council that he resign, then, and in that event, EMPLOYEE may, at his option, be deemed to be "terminated" at the date of such reduction, such refusal to comply or such resignation, within the meaning and content of the four (4) months' severance pay provisions herein.

C. In the event EMPLOYEE voluntarily resigns his position with the CITY before expiration of the aforesaid term of employment, then EMPLOYEE shall give the CITY four (4) months' notice in advance in writing.

D. The parties may, by mutual written agreement, shorten the time required for written notification of termination or resignation set forth in paragraphs (A) and (C) of this Section 3, and Section 2(D).

SECTION 4. SALARY:

The CITY agrees to pay EMPLOYEE for his services rendered pursuant hereto an annual base salary of \$113,950 and \$8,000 in deferred compensation effective January 1, 1999, payable in installments at the same time as other employees of the CITY are paid.

CITY agrees to review the EMPLOYEE'S performance annually, no later than October 31st of each year. Salary evaluation each year shall be at the discretion of the CITY.

SECTION 5. HOURS OF WORK:

A. It is recognized that EMPLOYEE must devote a great deal of his time outside normal office hours to business of the CITY, and to that end EMPLOYEE will be allowed to take compensatory time off as he shall deem appropriate during normal office hours.

B. EMPLOYEE shall not spend more than ten (10) hours per week in teaching, consulting, or other non-City connected business without the expressed prior approval of the Council. Provided, that such consulting or other non-City connected business does not constitute a conflict of any nature with EMPLOYEE'S work as City Manager. City Council shall be the sole judge of such conflicts whose determination shall be final.

SECTION 6. TRANSPORTATION:

EMPLOYEE'S duties require that he shall have the exclusive use at all times during his employment with the CITY of an automobile provided to him by the EMPLOYEE. EMPLOYEE shall be responsible for paying of liability, property, maintenance, repair and regular replacement of said automobile. A monthly car allowance of \$450 shall be paid to EMPLOYEE to assist in compensating for these costs.

SECTION 7. DUES AND SUBSCRIPTIONS:

CITY agrees to budget and to pay the professional dues of EMPLOYEE necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the City.

SECTION 8. PROFESSIONAL DEVELOPMENT:

CITY hereby agrees to budget and to pay the travel and subsistence expenses of EMPLOYEE for professional and official travel, meetings and occasions adequate to continue the professional development of EMPLOYEE and to adequately pursue necessary official and other functions for CITY, including but not limited to the International City/County Management Association, the Colorado Municipal League, and such other national, regional, state and local governmental groups and committees thereof which EMPLOYEE serves as a member.

SECTION 9. GENERAL EXPENSES:

CITY recognizes that certain expenses of a non-personal, job affiliated nature are incurred by EMPLOYEE, and hereby agrees to reimburse or to pay said non-personal, job affiliated expenses. Disbursement of such monies shall be made upon receipt of duly executed expense vouchers, receipts, statements, or personal affidavit.

SECTION 10. FRINGE BENEFITS:

EMPLOYEE will be allowed all benefits as are extended to all other Department Head level employees, except that when such benefits are in conflict with this contract, said contract shall control.

SECTION 11. OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

A. The City Council shall fix any other terms and conditions of employment as it may from time to time determine, relating to the performance of EMPLOYEE, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the City Charter or any other law.

B. All provisions of the City Charter and Code, and regulations and rules of the City relating to vacation and sick leave, retirement and pension system contributions, holidays, longevity pay, and other fringe benefits and working conditions as they now exist or hereafter may be amended, shall also apply to EMPLOYEE as they would to other employees of CITY in addition to said benefits enumerated specifically for the benefit of EMPLOYEE, except as herein provided.

SECTION 12. GENERAL PROVISIONS:

A. The text herein shall constitute the entire agreement between the parties.

B. This agreement shall be binding upon and to the benefit of the heirs at law and executors of EMPLOYEE.

C. This agreement becomes effective on January 1, 1999, and shall be in effect through calendar years 1999 and 2000.

D. If any provision, or any portion hereof contained in this agreement is held to be unconstitutional, invalid or unenforceable, the portion thereof shall be deemed severable, and the remainder shall not be affected, and shall remain in full force and effect.

E. Nothing in this agreement shall be construed as creating a multiple fiscal year obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20.

F. The parties agree that this contract is entered into and shall be governed by the laws of the State of Colorado.

IN WITNESS WHEREOF, the City of Westminster, Colorado, has caused this agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and EMPLOYEE has signed and executed this agreement.

Approved by Westminster City Council on this 21st day of September, 1998.

Mayor

ATTEST:

City Clerk

William M. Christopher

APPROVED AS TO FORM:

City Attorney

CITY OF WESTMINSTER, COLORADO
SPECIAL CITY COUNCIL MEETING
MONDAY, SEPTEMBER 21, 1998 AT 7:00 P.M.

PLEDGE OF ALLEGIANCE:

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

ROLL CALL:

Present at roll call were Mayor Heil, Mayor Pro Tem Merkel and Councillors Atchison, Dixon, Scott and Smith. Also present were William Christopher, City Manager; Martin McCullough, City Attorney; and Michele Kelley, City Clerk. Absent was Councillor Allen.

PURPOSE OF SPECIAL MEETING:

The Mayor stated that the purpose of the special City Council meeting was to hold a public hearing and consider the DePalma Annexation, Zoning and Preliminary Development Plan; Business Assistance Agreement for Marriott Hotel and a revised Employment Agreement with the City Manager.

PUBLIC HEARING RE DEPALMA ANNEXATION, ZONING, PDP:

At 7:08 P.M. a public hearing was held on the annexation and zoning request for the DePalma property, generally located on the east side of Sheridan Boulevard at the 73rd Avenue alignment. Planning Manager Dave Shinneman addressed Council with a brief overview of the proposed request. City Planner Dave Falconieri entered a copy of the Agenda Memorandum, Planning Commission recommendation and other related items as exhibits. Planning Consultant Gary Tuttle, representing the applicant, was present to address Council. Attorney James Harm, 1626 Washington Street #D, representing the residents of Spanish Oaks, submitted a petition with 62 signatures with concerns about the development. The Mayor stated that the concerns of the Spanish Oaks residents would be addressed during the Official Development Plan process. At 7:35 P.M. the public hearing was declared closed.

DEPALMA ANNEXATION FINDINGS/ANNEXATION/COMP PLAN AMENDMENT & ZONING:

A motion was made by Atchison and seconded by Dixon to adopt Resolution No. 50 making certain findings of fact as required by State Statutes; to pass Councillor's Bill No. 42 on first reading annexing the DePalma property to the City of Westminster; to pass Councillor's Bill No. 43 on first reading amending the Westminster Comprehensive Land Use Plan to designate the DePalma property as "Business Park"; and to pass Councillor's Bill No. 44 on first reading zoning the DePalma property as Planned Unit Development. Upon roll call vote, the motion carried unanimously.

DEPALMA PROPERTY PRELIMINARY DEVELOPMENT PLAN:

A motion was made by Atchison and seconded by Dixon to approve the Preliminary Development Plan for the DePalma Business Park. The motion carried unanimously.

COUNCILLOR'S BILL NO. 45 - MARRIOTT HOTEL DEVELOPMENT AGREEMENT:

A motion was made by Dixon and seconded by Smith to pass Councillor's Bill No. 45 on first reading approving a business assistance agreement for the construction of a 250 room hotel and conference facility in the Church Ranch Corporate Center. Charlie McKay was present to address Council. Upon roll call vote, the motion carried unanimously.

REVISED EMPLOYMENT CONTRACT WITH WILLIAM CHRISTOPHER:

A motion was made by Merkel and seconded by Atchison to approve an employment agreement with William Christopher serving in the position of City Manager for calendar years 1999 and 2000 and authorize the appropriate City Officials to execute said agreement.

The motion carried unanimously.

A motion was made by Councillor Smith and seconded by Dixon to sing "Happy Birthday" to City Manager Bill Christopher. The motion carried unanimously and Council, Staff and the audience sang Happy Birthday.

ADJOURNMENT:

The meeting was adjourned at 7:50 P.M.

ATTEST:

Mayor

City Clerk