



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
 - A. 2003 Design Awards Presentation
 - B. Recognition of Employees with 20, 25, 30 and 35 years of service
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. 2005 Traffic Signal Maintenance Contract
 - B. Ranch Filings 2 and 6 Wall Construction Contract
 - C. City Attorney McCullough Employment Agreement
 - D. City Park Maintenance Facility Design Services Contract
 - E. Deicing Materials Expenditure Ratification
 - F. Design of Reclaimed Water Main along Bull Canal
 - G. Change Order for Increase in Design Costs for England Waterline
 - H. 2004 Wastewater Collection System Improvement Project
 - I. PVC and Ductile Iron Waterpipe purchase
 - J. 2004 Construction Crew Utility Materials Purchase
 - K. Change Date of Last Council Meeting in December to December 20th
 - L. 2nd Reading Councillor's Bill No. 75 re Ranch SID Formation re Fencing
 - M. 2nd Reading Councillor's Bill No. 76 of Ranch SID Formation re Fencing
 - N. 2nd Reading CB No. 77 re Corley Coffee Reserve Inc. Lease at the Sun Microsystems Ice Centre
 - O. 2nd Reading of CB No. 78 re House Rental Lease for the Strasburg Natural Resource Farm
 - P. 2nd Reading of CB No. 79 re 3rd Qtr Supplemental Appropriation
9. Appointments and Resignations
10. Public Hearings and Other New Business
 - A. Resolution No. 69 IGA with Adams County and CDOT for 80th Ave/Federal Blvd Intersection Project
 - B. Municipal Court Judge Stipech Employment Agreement
 - C. Councillor's Bill No. 80 re Municipal Court Judge Salary for 2005
 - D. Councillor's Bill No. 81 re Vacation of an Easement in Prospector's Point Development
 - E. IGA with Thornton re Revenue Sharing
 - F. 144th Avenue Interchange IGA with Thornton
11. Old Business and Passage of Ordinances on Second Reading
12. Citizen Presentations (longer than 5 minutes) and Miscellaneous Business
 - A. City Council
13. Adjournment

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE CITY COUNCIL MEETING
HELD ON MONDAY, NOVEMBER 8, 2004 AT 7:00 P.M.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

Mayor McNally, Mayor Pro-Tem Kauffman and Councillors Dittman, Dixon, Hicks, and Price were present at roll call. J. Brent McFall, City Manager, Martin McCullough, City Attorney, and Michele Kelley, City Clerk, were also present. Absent none.

CONSIDERATION OF MINUTES

Councillor Dittman moved, seconded by Hicks to approve the minutes of the meeting of October 25, 2004. The motion carried unanimously.

CITY MANAGER COMMENTS

Brent McFall, City Manager, commented on the Standley Lake Dam rededication with shared costs by Thornton, Northglenn and Westminster; American Council of Engineering Companies presented the "Gold Hat" award for the 136th Avenue and I-25 Interchange project from McGraw Hill/Colorado Construction Magazine in the category of Outstanding Engineering Design. This was a cooperative effort of Westminster and Thornton.; The 14th Business Appreciation Luncheon held on October 29th with over 450 businesses attending; Veteran's Day Celebration Set for Irving Street Library to kick off the fundraising campaign for the Armed Services Tribute Garden project. A major benefactor will be announced at the event on Thursday, Nov. 11, at 11 a.m., and the City was recognized by ICMA for the performance measurement program. We were one of 13 cities nationwide and the only jurisdiction in Colorado to receive this award.

CITY COUNCIL COMMENTS

Councillor Sam Dixon commented on the pictures in the lobby on display that were all taken in open space areas throughout the City, and Rocky Flats meetings are being held 3 times each week, and if citizens have any questions they should contact her.

Councillor Dittman commended ton the Business Appreciation Recognition and thanked Economic Development for all their work and organizing of this event.

Councillor Hicks commented on the Veterans Memorial and information will be available on how you can purchase a personalized engraved brick to honor a loved one, on the NLC Digital Cities award won by the City and thanked all the citizens that voted on Tuesday, November 2nd.

EXCELLENCE IN DESIGN AWARDS:

Greg Savage, ODP Inspector showed a power point presentation of the projects selected to receive the annual "Excellence in Design and Development" and "Excellence in Landscaping Design" awards, and all City Council members presented the awards to the developer and architect of each winning project.

Council members present service pins and certificates of appreciation to employees celebrating 20 years: Jack Bell: 25 years: Dennis Bishop, Steve McClay and Kevin Sailor; 30 years Ray Porter and Bill Work and 35 years of service Pat Sexton

CONSENT AGENDA

The following items were considered as part of the consent agenda: 2005 Traffic Signal Maintenance Contract: Authorize the City Manager to execute a contract with Integrated Electric, Inc. in the amount of \$187,000; Ranch Filings 2 and 6 Wall Construction Contract: Authorize the City Manager to execute a contract with USA Masonry, Inc. in the amount of \$419,424, plus a 10% contingency of \$41,492, totaling \$461,366, for the construction of the Special Improvement District masonry walls in Filings 2 and 6 of The Ranch subdivision. Funds for these expenses are available in the appropriate project account of the General Capital Improvement Fund New Development Participation Account.; City Attorney McCullough Employment Agreement; City Park Maintenance Facility Design Services Contract: Based on the recommendation of the City Manager, City Council finds that the public interest would be best served by awarding a professional services contract to Humphries Poli Architects, PC in the amount of \$275,190 for architectural design of the City Park Maintenance Facility, and authorize a \$27,519 design contingency (10%) to include reimbursable expenses for a total project budget of \$295,829 and charge the expense to the City Park Maintenance Facility Capital Improvement Project Account.; Deicing Materials Expenditure Ratification: Based on the recommendation of the City Manager, determine that the public interest is best served by: 1) purchasing “Ice Slicer” deicing material from Envirotech Services, Inc., as the sole source supplier of this product and; 2) authorize the previous purchase of 1453 tons of Ice Slicer and authorize the payment of this deicing material to Envirotech Services, Inc., in an amount of \$92,954 for 2004. Design of Reclaimed Water Main along Bull Canal: Authorize the City Manager to execute a contract with Boyle Engineering Corporation in the amount of \$72,315 to provide design and construction inspection services for the Bull Canal Reclaimed Waterline; and authorize a 10% contingency of \$7,300.; Change Order for Increase in Design Costs for England Waterline: Authorize the City Manager to execute a change order for an increase in the design contract with McLaughlin Water Engineers for the England Waterline in the amount of \$19,154, which is 16% of the initial contract of \$122,210; 2004 Wastewater Collection System Improvement Project: Authorize the City Manager to execute a contract with Western Slope Utilities to complete the specified work as described in the project documentation; authorize a project budget of \$210,095 with a 10% contingency budget of \$21,009 and charge the appropriate Utilities Operations Division operating budget account. Additionally, authorize a change of scope in the work to include an additional 3,500 linear feet of sanitary sewer system improvements for a cost of \$80,000 with a 10% contingency of \$8,000 and charge the appropriate Utilities Operations Division operating budget account. PVC and Ductile Iron Waterpipe purchase: Award the bid for PVC and Ductile Iron water pipe to the low qualified bidder, National Waterworks, for the amount of \$105,704; 2004 Construction Crew Utility Materials Purchase: Authorize the purchase of 6 waterworks related material lots from Dana Kepner Company for the aggregate cost totaling \$114,510; Change Date of Last Council Meeting in December to December 20th; 2nd Reading Councillor’s Bill No. 75 re Ranch SID Formation re Fencing; 2nd Reading Councillor’s Bill No. 76 of Ranch SID Formation re Fencing; 2nd Reading CB No. 77 re Corley Coffee Reserve Inc. Lease at the Sun Microsystems Ice Centre; 2nd Reading of CB No. 78 re House Rental Lease for the Strasburg Natural Resource Farm; 2nd Reading of CB No. 79 re 3rd Qtr Supplemental Appropriation

Mayor McNally asked if there was any member of Council or anyone from the audience who would like to have any of the consent agenda items removed for discussion purposes or separate vote. There was a requested from Brian Porter, 1097 West 112th Avenue to remove the City Attorney employment contract from the consent agenda.

Councillor Dixon moved, seconded by Kauffman to adopt the consent agenda items as presented and omitting the City Attorney’s employment contract. The motion carried unanimously.

REVISED EMPLOYMENT AGREEMENT WITH CITY ATTORNEY MARTIN R. MCCULLOUGH

Councillor Dixon moved, seconded by Kauffman to authorize the Mayor to execute a revised employment agreement with Martin R. McCullough for his services as City Attorney for 2005 with an effective date of January 1, 2005 and an automatic renewal for 2006 unless terminated by City Council.

Brian Porter, 1097 West 112th Avenue addressed City Council regarding this issue. The motion carried unanimously.

RESOLUTION NO. 69 RE WEST 80TH AVE/FEDERAL BLVD INTERSECTION PROJECT

Councillor Dittman moved, seconded by Price to adopt Resolution No. 69 authorizing the City Manager to execute a contract with the Colorado Department of Transportation for the design, right-of-way acquisition and construction of the intersection improvements at 80th Avenue and Federal Boulevard; authorize the City Manager to execute an Intergovernmental Agreement (IGA) with Adams County which confirms their financial participation in the project; authorize the expenditure of \$214,750 for the City's share of costs and charge the expense to the 80th Avenue and Federal Boulevard project account in the General Capital Improvement Fund. Upon roll call vote, the motion carried unanimously.

REVISED EMPLOYMENT AGREEMENT WITH JOHN A. STIPECH

Councillor Dixon moved, seconded by Price to authorize the Mayor to execute a revised employment agreement with John A. Stipech for his services as Presiding Judge for 2005 with an effective date of January 1, 2005 and an automatic renewal for 2006 unless terminated by City Council. The motion carried unanimously.

COUNCILLOR'S BILL NO.. 80 RE MUNICIPAL JUDGE SALARY

Councillor Davia moved, seconded by Dixon to pass Councillor's Bill No. 80 on first reading amending the salary for the Municipal Judge for 2005 and authorizing a \$3,000 bonus for 2004. Judge Stipech's 2005 combined salary and deferred compensation will be \$109,164, which represents a three percent increase over his annual compensation for 2004. Upon roll call vote, the motion carried unanimously.

COUNCILLOR'S BILL NO. 81 RE VACATION OF EASEMENT WITHIN PROSPECTORS POINT

Councillor Price moved, seconded by Davia to pass Councillor's Bill No. 81 on first reading, vacating a certain portion of a sanitary sewer easement for Block 3 of the plat for Prospector's Point. Upon roll call vote, the motion carried unanimously.

IGA RE 144TH AVE/I 25 INTERCHANGE AMENDED DESIGN AND CONSTRUCTION

Mayor Pro Tem Kauffman moved, seconded by Davia to authorize the Mayor to sign an amended Design and Construction Intergovernmental Agreement between the Cities of Thornton and Westminster to share the cost and cooperate on the design of the proposed interchange at 144th Avenue and Interstate 25. This revised IGA will supersede the one previously authorized by City Council on December 8, 2003. The motion carried unanimously.

AMENDED I-25 CORRIDOR GROWTH AREA IGA WITH THE CITY OF THORNTON

Mayor Pro Tem Kauffman moved, seconded by Dixon to authorize the Mayor to sign an amended "Interstate 25 Corridor Growth Area Intergovernmental Agreement" between the City of Thornton, the City of Westminster, the Thornton Development Authority (TDA) and the Westminster Economic Development Authority (WEDA). This revised IGA will supersede the Intergovernmental Agreement between the Cities, dated July 10, 2000. The motion carried unanimously.

ADJOURNMENT:

The meeting was adjourned at 8:10 P.M.

ATTEST:

City Clerk

Mayor



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
November 8, 2004



SUBJECT: Excellence in Design and Development Award Presentations

Prepared By: Greg Savage, ODP Inspector

Recommended City Council Action

View the slide presentation of the projects selected to receive the annual "Excellence in Design and Development" and "Excellence in Landscaping Design" awards, and present the awards to the developer and architect of each winning project.

Summary Statement

- The eighteenth annual "Award for Excellence in Design and Development" is a program to formally recognize outstanding architectural design and development taking place in Westminster. Nearly 200 projects (residential and non-residential buildings) were completed in 2003 and eligible for award consideration. The judging committee chose to present awards to a total of eleven projects listed in the Background Section of this memorandum

The judging team included: David Williams, architect with DTJ Designs, Martha Bennett, architect with Bennett, Wagner & Grody, and Karen Henry, landscape architect with Staller & Henry.

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Expenditure Required: \$ 0

Source of Funds: N/A

Policy Issues

N/A

Alternative

N/A

Background Information

Awards for Excellence in Design and Development:

Project: Scandinavian Design
Address: 10180 Wadsworth Parkway
Category: Commercial
Developer: Scandinavian Designs Furniture
Architect: George Smith

Judges' Comments: The project is compatible with the existing center yet has a unique identification. Even though it is a "big box," there is a lot of showroom exposure to the outdoors with good landscaping separating the parking area and walk.

Project: Glauser Mercedes Benz
Address: 10391 Westminster Boulevard
Category: Commercial
Developer: S.J. Glauser
Architect: Oliver-Glidden and Partners

Judges' Comments: The project has interesting roof forms and good four-sided design. The display area is elegant and the inventory is spread well around the site. The lighting is well shielded and does not produce off-site glare.

Project: Goddard Pre-School
Address: 4147 Main Street, Bradburn
Category: Institutional
Developer: Block 18 Associates
Architect: The Mulhern Group, Ltd.

Judges' Comments: The building has a nice simple form. It is fun architecture for a pre-school and has good kid's level detailing.

Project: Bradburn Green Park Pavilion
Address: 11798 Quitman Street
Category: Miscellaneous
Developer: Bradburn Community Associates
Architect: Riverbend Timber Framing

Judges' Comments: The project utilized a craftsman-like approach for a simple utility structure. The judges were especially impressed with the pegged mortise and tenon joinery.

Project: Orchard Crossing Apartments (Formerly Della Villa)
Address: 4187 West 72nd Avenue
Category: Re-development
Developer: Adams County Housing Authority
Architect: Lantz-Boggio Architects

Judges' Comments: The project utilized a good variety of materials and subtle color variations. The additions were simple, yet effective in improving the overall image. The project created a positive statement to the neighborhood and the minimal amount of landscaping added was a definite improvement.

Project: Watermark Townhomes at Legacy Ridge
Address: 104th Avenue and Newton Loop
Category: Multi-family residential
Developer: Standard Pacific Homes (Formerly The Writer Corporation)
Architect: Standard Pacific Homes

Judges' Comments: The project is a complete package. It included excellent landscaping with a variety of plant types and good detailing of the buildings. The tiered, landscaped wall treatment along 104th Avenue makes a busy street become less obvious and reduces noise.

Project: The Village at Walnut Grove
Address: West 107th Place, west of Wadsworth Parkway
Category: Multi-family residential
Developer: Wadsworth Homes, LLC
Architect: Smook Design Group

Judges' Comments: The project is an example of good design and layout for a more affordable type of unit. It has a nice streetscape and gives the appearance of single-family homes even though all units are duplexes.

Project: Tuscany Villas
Address: West 112th and Decatur Circle.
Category: Single-family detached residential
Developer: Greybridge Home Co.
Architect: Olson Architecture, Inc.

Judges' Comments: All of the models were well detailed and the use of stone was well done. Rich materials were used throughout including good garage doors. Plan "A" illustrates a good example of how to design a front-loaded garage.

Project: New Town Builders models
Address: Bradburn Subdivision, 120th Avenue, east of Lowell Boulevard
Category: Single-family detached residential
Developer: New Town Bradburn, LLC
Architect: Arlo Braun Associates

Judges' Comments: The models showed a large variety in appearance for the same model through the use of rich materials and colors.

Project: Bel Canto Model
Address: Village at Harmony Park Subdivision (128th & Zuni)
Category: Single-family detached residential
Developer: Neumann Homes of Colorado Inc.
Architect: Neumann Homes of Colorado, Inc.

Judges' Comments: The model works well with the lot size; they didn't try to put too much home on the lot. It is well proportioned and has a nice street presence.

Project: Custom Residence
Address: 11256 Clay Court, Ranch Reserve
Category: Single-family detached, custom and semi-custom
Developer: CSI Construction
Architect: Goodhew Associates, Ltd.

Judges' Comments: The design was kept simple with one basic form. This is a good example of a large home that doesn't scream for attention.

Every year, as part of the Excellence in Design and Development awards program, the City recognizes developers and architects of new projects that reflect the type of design and development the City encourages. To qualify for design award consideration, projects must be completed (issued Certificates of Occupancy) during that design award year. Projects eligible for consideration for the awards presented this year were completed in the year 2003.

Beginning in early fall, after most projects have been fully landscaped, Planning Division Staff photographs all eligible projects and invites a team of architects and developers familiar with the City to view the slides and choose the design award recipients. The members of this team were David Williams, architect with DTJ Designs, Martha Bennett, architect with Bennett, Wagner & Grody, and Karen Henry, landscape architect with Staller & Henry.

Due to the high rate of 2003 building activity, the judging committee reviewed nearly 200 slides of new non-residential projects, housing models, and custom homes. The judges are not required to choose a project in each and every category and may select more than one project in any of the categories. The judges made site visits of projects they wished to see in the field. After discussion of the merits and weaknesses, they selected the projects that represent outstanding design, development and landscaping design.

Respectfully submitted,

J. Brent McFall
City Manager



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
November 8, 2004



Subject: Presentation of Employee Service Awards

Prepared by: Michele Kelley, City Clerk

Recommended City Council Action:

Council members present service pins and certificates of appreciation to employees celebrating 20, 25, 30 and 35 years of service with the City, and provide special recognition to the City's 25-year employees with the presentation of a \$2,500 bonus.

Summary Statement:

- City Council is requested to present service pins and certificates of appreciation to those employees who are celebrating their 20th, 25th, 30th and 35th anniversary of employment with the City.
- In keeping with the City's policy of recognition for employees who complete increments of five years of employment with the City, and City Council recognition of employees with 20 years or more of service, the presentation of City service pins and certificates of appreciation has been scheduled for Monday night's Council meeting.
- In 1986, City Council adopted a resolution to award individuals who have given 25 years of service to the City with a \$2,500 bonus to show appreciation for such a commitment. Under the program, employees receive \$100 for each year of service, in the aggregate, following the anniversary of their 25th year of employment. The program recognizes the dedicated service of those individuals who have spent most, if not all, of their careers with the City.
- There are three employees celebrating 25 years of service, and each will be presented with a check for \$2,500, less income tax withholding following their 25th anniversary date.
 - Mayor Pro Tem Kauffman will present the 20-year certificate and pin.
 - Mayor McNally will present the 25-year certificates, pins and checks.
 - Councillor Dittman will present the 30-year certificates and pins
 - Councillor Dixon will present the 35 year certificate and pin.

Expenditure Required: \$7,500

Source of Funds: Fire Department \$2,500; and Police Department \$5,000

Policy Issue

Should the City continue to provide bonuses to employees who achieve 25 years of service with the organization?

Alternative

Provide Staff with direction with regard to any changes Council would like to see in the bonus program.

Background Information

The following 20-year employee will be presented with a certificate and service pin:

Jack Bell Police Department

The following 25-year employee will be presented with a certificate, service pin and check for \$2,500, minus amounts withheld for Federal and State income taxes:

Dennis Bishop Fire Department
Steve McClay Police Department
Kevin Sailor Police Department

The following 30-year employees will be presented with a certificate and service pin:

Ray Porter Public Works & Utilities
Bill Work Fire Department

The following 35-year employee will be presented with a certificate and service pin:

Pat Sexton Public Works & Utilities

On November 17, the City Manager will host an employee awards luncheon at which time 3 employees will receive their 15 year service pin, 6 employees will receive their 10 year of service pin, and 7 employees will receive their 5 year service pin, while recognition will also be given to those who are celebrating their 20th, 25th and 30th anniversary. This is the third luncheon for 2004 to recognize and honor City employees for their service to the public.

The aggregate City service represented among this group of employees is 340 years of City service. The City can certainly be proud of the tenure of each of these individuals and of their continued dedication to City employment in serving Westminster citizens.

Respectfully submitted,

J. Brent McFall
City Manager

20 Year Employee

Jack Bell

Jack was hired by the City in December, 1984. He worked for 9 years as a Patrol Officer. He was then assigned as a Vice/Narcotics Detective for 6 years, 4 of those assigned to the West Metro Drug Task Force. During his time working in patrol, narcotics and traffic, he served for 10 years as a member of the SWAT team. He responded to over 47 call outs during his time on the SWAT team. He received the Meritorious Service Award for a call out in 1994. He served 2 years as a Motorcycle Officer in the Traffic Unit. Promoted to Sergeant in 2001, and is currently assigned to Patrol Services Division. He has been a Defensive Tactics Instructor for the PD for 18 years, a Field Training Instructor for New Officers and he is currently a Field Training Supervisor, and one of the Coordinators for the PD Driving Program.

25 Year Employees

Lieutenant Dennis Bishop

Lieutenant Dennis Bishop began his career as a Westminster Volunteer Firefighter and was hired a year later in 1979. In 1982, Dennis was promoted to engineer and was instrumental in developing and conducting engineer training. Three years later, Dennis was promoted to his current position as Lieutenant.

Dennis has been a true leader and a dedicated trainer to the Fire Department. He was one of the first members of both the Dive and Hazardous-Materials Teams. Dennis was awarded diver of the year in 1989 and served as a Hazardous-Materials Team leader for a number of years. He was also the lead instructor for several recruit academies and continues to serve as an academy instructor for a variety of disciplines.

Dennis is known for his upbeat attitude and positive support of the Fire Department and the City organization. He is also known for his story telling, and has been known to embellish the truth on occasion, thus the nickname "Big Windy." Congratulations Lt. Bishop, and thank you for 25 years of dedication to the City of Westminster Fire Department.

25 Year Employees

Steve McClay

Steve was hired as a police officer, On December 20th 1979. Prior to his employment with the City, he had spent 2 years with the City of Thornton as a police officer. He spent 18 years in patrol before taking a position in the investigations division working out of the municipal court for the better part of 5 years. Two years ago he came back to patrol where he currently works. After spending half of my life with Westminster, as a police officer, he has now turned into the old guy here. Just last year he reached the position as being the person with the oldest badge number "working patrol". There are of course people who have been here longer, just not in patrol. Not that that's a bad thing, he can still run down a 19 year old thief and put him in jail, just as always. It does seem a little unusual that we are hiring new cops who were not even born when he started with the City.

25 Year Employees

Kevin Sailor

Kevin joined WPD on Dec. 20th, 1979, after spending a year and a half as a Deputy Sheriff with Adams County. He served as a patrol officer until May 84, he was then assigned as a detective in the miscellaneous crimes section of the Crimes Against Property Unit in Investigations.

On Jan. 1, 1985, he was promoted to Sergeant, and served in Patrol until 1992, when he was assigned to Investigations again. He supervised both Crimes Against Property and Crimes Against Persons sections during his 4 year tenure in Investigations.

In 1996, he returned to Patrol, and served there until 1999, when he was assigned to supervise the Traffic Unit. He returned to Patrol in 2002 and have been there since.

Kevin has been a Field Training Instructor, have served two terms on the Police Pension Board, as well as several terms on the Police Department Awards Board. He is a Master Taser Instructor, and is in charge of the Taser program for the police department. In 1996, he began a popular program for youth called "Hooked on Fishing-Not on Drugs", and ran that program for eight years in a row. The program introduced kids to recreational fishing, and gave kids an opportunity to see police officers in a more humanistic light, as police officers were primarily used as instructors. In that eight years, nearly 1,000 kids were introduced to fishing.

Kevin's son Matt joined the police department in 2000, making them the first father/son combo in the history of the police department. His youngest son, Chris joined the department in 2003. He is very proud of the family tradition we have started with the Westminster Police Department.

30 Year Employees

Bill Work

Bill Work began his career with the Fire Department on November 11, 1974. He was hired as one of the first of two, full-time firefighters in the City. Bill's work ethic and dedication is reflected by the multitude of accomplishments in the past 30 years. He held the ranks of Firefighter, Shift Officer (Lieutenant/Captain), Training Chief, Battalion Chief, Fire Marshal and Deputy Chief of Technical Services.

As the Deputy Chief of Administration, Bill oversees the operations of the Fire Department; supervises the three Battalion Chiefs and the Fire Prevention Bureau; and manages the department budget. Recently, as one of the co-chairs of the Futures Task Force, he provided the research and information that eventually led to the successful adoption of the Public Safety Tax. The approval of the Public Safety Tax provided an additional \$2.25 million of funding for new apparatus and personnel in the Fire Department budget, this year.

Bill has been the driving force behind the Fitness and Wellness Program for the Fire Department since 1982. Physical fitness plays a vital role in firefighter safety, but it has its perks too. At age 50, Bill was selected as Mr. July in the 2003 Denver Metro Firefighter Calendar. This calendar raised over \$100,000 to benefit the Children's Hospital Burn Center and the American Red Cross Local Disaster Relief Fund.

Bill has an Associates Degree in Fire Science, a Bachelors Degree in Criminology, and A Masters Degree in Management. Bill is also a graduate of the National Fire Academy's four-year Executive Fire Officer program.

Thirty years ago, Bill was one of the first firefighters in the City; today he is a driving force in helping to create a strong, cohesive and growing department, which proudly serves the citizens of Westminster. Congratulations Chief Work, and thank you for 30 years of dedication to the City of Westminster and the Westminster Fire Department.

30 Year Employees

Ray Porter

Ray Porter has been with the City of Westminster since 1974. His early responsibilities with the City included traffic technician and senior maintenance worker. In 1976, Ray became a Street Division Foreman, and in 1977 he was promoted to Street Division Supervisor. Ray was the Street Projects Coordinator from 1986 through 1999. In 1999, Ray was promoted to Infrastructure Improvements Manager. As Infrastructure Improvements Manager, Ray oversees a staff of ten Division Employees, a \$3 million dollar Division budget and various capital improvement projects. Ray attended Red Rocks Community College where he studied Traffic Engineering/Safety/Drafting and Metropolitan State College where he studied Civil Engineering. Ray is married and has two sons and a daughter as well as 4 grandchildren. He is very active in the community as a football coach for Northglenn High School, Standley Lake High School, Northglenn Youth Football, and the Denver Police Athletic League. Ray also enjoys golf, fishing and collecting sports memorabilia.

35 Year Employee

Pat Sexton

Pat Sexton has lived and worked in the City of Westminster since 1960. Pat is an avid outdoorsman, as he likes to hunt, fish and camp. He has three children and one grandson. As he raised his children he was actively involved in their sporting events as a coach for football, wrestling and baseball and hopes to be able to take an active role in his grandson's sport activities when he comes of age.



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
November 8, 2004



SUBJECT: 2005 Traffic Signal Maintenance Contract

Prepared By: Greg Olson, Transportation Systems Coordinator

Recommended City Council Action

Authorize the City Manager to execute a contract with Integrated Electric, Inc. in the amount of \$187,000 for traffic signal maintenance for calendar year 2005.

Summary Statement

- The City utilizes the services of a private contractor to perform maintenance of the City's traffic signals. The current contract expires on December 31, 2004.
- A total of three bids were received on October 21, 2004 for the contract for signal maintenance in 2005. City Council action is requested to award the 2005 traffic signal maintenance contract to the lowest bidder, Integrated Electric, Inc.
- The contract amount is within the amount budgeted in the 2005 operating budget of the Department of Community Development for traffic signal maintenance activities.

Expenditure Required: \$187,000

Source of Funds: 2005 Department of Community Development Operating Budget

Policy Issues

Should the City continue the practice of outsourcing traffic signal maintenance to a private contractor?

Alternatives

One alternative is to not enlist the full-time services of a private contractor. This alternative would require the City to hire a minimum of one full-time employee and invest in the equipment necessary to perform basic traffic signal maintenance. The part time services of a contractor would still be required to perform assistance for major emergencies and repairs and share with the after-hours maintenance responsibility. At this point in time, City Staff does not recommend performing the traffic signal maintenance "in-house."

Background Information

The City utilizes the services of a traffic signal maintenance contractor to perform maintenance on traffic signals at 84 intersections and on nine pedestrian crossing signals (total of 93 installations). The 2004 traffic signal maintenance contract, which was awarded to Integrated Electric, Inc. in October 2003, expires December 31, 2004.

City Staff requested and received formal bids from three qualified contractors for the 2005 traffic signal maintenance. The results of the October 21st bid opening are as follows:

| Contractor | Bid Amount |
|---------------------------|------------|
| Integrated Electric, Inc. | \$87,050 |
| W. L. Contractors, Inc. | \$92,850 |
| Sturgeon Electric, Inc. | \$95,933 |

The low bidder, Integrated Electric, Inc., is the City's current traffic signal maintenance contractor. City Staff believes that in 2005, Integrated Electric Inc. would continue to provide the high level of service that the City expects for traffic signal maintenance activities.

The 2005 bid documents utilize a conservative, estimated annual amount of labor and equipment hours for performance of all traffic signal maintenance functions. There are two general categories of work activities that provide the basis for the estimated hours of equipment and labor unit prices in the traffic signal maintenance contract: annual preventive (routine) maintenance and additional traffic signal (occasional) maintenance. The bid does not include the materials required to perform additional traffic signal maintenance. These materials represent a substantial cost of conducting traffic signal maintenance activities and the estimated amount is based upon expenditures from previous years. The estimated total project cost is as follows:

| Item | Cost |
|---------------------------|-----------|
| Integrated Electric, Inc. | \$ 87,050 |
| Estimated material costs | \$ 99,950 |
| Total Estimated Cost | \$187,000 |

Annual preventive maintenance: The first section of the contract addresses annual preventive maintenance at each of the traffic signal locations. The estimated hours of equipment and labor do not cover material costs associated with any repairs made as the result of the annual preventive maintenance inspection. These material costs are paid from the balance of the City's traffic signal maintenance account. The components of annual preventive maintenance include the following:

1. Clean signal controller cabinets and components.
2. Check all field wiring for inadequacies (i.e., proper grounding etc.).
3. Check critical controller settings (i.e., amber time) with a stopwatch to insure adequate operation.
4. Check for adequate power levels in the communications cable, which links the signals in the computerized signal system.
5. Check and calibrate vehicle loop detectors to insure proper operation. (Vehicle loop detectors are wires embedded in the roadway, which detect the presence of a vehicle and trigger a change in the traffic signal.)
6. Check signal heads, signal poles and associated hardware for damage and make repairs as necessary.
7. Check and record incoming voltage at all intersections to prevent excessive wear on the signal control equipment.
8. Quarterly inspection at each signal location.
9. "Troubleshoot" and maintain the computerized signal system components to insure proper operation.
10. Maintain emergency vehicle preemption equipment (Opticom) to insure proper operation. (Emergency vehicle preemption equipment consists of an electric component, which preempts the traffic signal to allow a green signal indicator for fire equipment.)
11. Based on the activities listed above, provide the City with a prioritized list of items in need of repair.

Additional Traffic Signal Maintenance Items: The remaining section of the contract reflects estimated labor and equipment costs for additional traffic signal maintenance items. It should be noted that this section of the contract does not include material costs as it is difficult to estimate the type and amount of materials needed for emergency trouble calls and unscheduled maintenance items. Again, these material costs are paid for from the balance of the City's traffic signal maintenance account. Additional traffic signal maintenance items include emergency trouble calls, unscheduled maintenance items and an estimated cost for loop detector replacements. The contract also assures the City that the contractor will be available to perform emergency or other repairs as required. It is necessary that the City have a contractor available seven days a week, 24 hours a day to respond to any emergency signal work that may arise.

The bid documents were based on a conservative, estimated amount of labor and equipment hours so that each bidder could provide unit prices based upon the same assumption. Staff typically estimates on the low side the number of labor and equipment hours that will be necessary so that the contractor will not rely on a higher workload than may be experienced.

Respectfully submitted,

J. Brent McFall
City Manager



**WESTMINSTER
COLORADO**

Agenda Memorandum

City Council Meeting
November 8, 2004



SUBJECT: 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 with USA Masonry, Inc. in the amount of \$419,424, plus a 10% contingency of \$41,492, totaling \$461,366, for the construction of the Special Improvement District masonry walls in Filings 2 and 6 of The Ranch subdivision. Funds for these expenses are available in the appropriate project account of the General Capital Improvement Fund New Development Participation Account.

Summary Statement

- Councillor's Bills No. 75 and 76 were approved on first reading by City Council on October 25, 2004.
- In March of 2003, Council was presented with a request from the homeowners within The Ranch Filings 2 and 6 to form two special improvement districts ("SIDs") to replace the existing deteriorated wood fence with a high-quality masonry wall along 120th Avenue and portions of Zuni Street.
- Council directed that petitions for the formation of the district or districts would be accepted with no less than 60% of the homeowner's support, up from the statutorily required minimum of 50%.
- Staff has worked closely with the respective Homeowners Associations ("HOA's") to establish a wall specification that is of sufficient quality and durability to be accepted by the City.
- "Real-world" project costing was conducted with the input of an experienced masonry wall contractor.
- Beginning in August of 2004, the proposed program was introduced to the full membership of both HOA's, and petitions for the formation of two separate SID's were signed. Signatures were obtained from 63.7% of Filing 2 homeowners and from 64.6% of Filing 6 homeowners. (See attached map) Both petitions are on file with the City Clerk.
- 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 has been reviewed by staff and deemed complete and valid. Additionally, the bid is approximately 10% below initial project estimates prepared by staff.

Expenditure Required: \$461,366

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

Policy Issues

Should the City proceed with the award of the bid for construction of the special improvement district masonry walls at The Ranch subdivision filings 2 and 6?

Alternatives

Do not award the construction contract to USA Masonry, Inc. and either re-bid or cancel the project. Staff does not recommend either of these options, as the bids are considered to be very favorable, the contractor very reputable, and the special improvement districts are already formed by ordinance.

Background Information

The original Official Development Plan (“ODP”) for The Ranch Filings 2 and 6 called for the construction and HOA maintenance of a perimeter fence. Little reinvestment and preventative maintenance has occurred since its original fence installation, to the point at which it needs 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% 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. These capitalized costs represent one-time capital contributions that will cover insurance, maintenance and administrative costs for the 10 year lifespan of the SID. Financed via the SID, at a rate of 6.0% per year, the annual payment for a homeowner in Filing 2 was estimated to be approximately \$358. Actual bids have lowered these estimated costs to an overall Filing 2 total of \$244, 582 with an annual SID payment of approximately \$332 per homeowner.

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. Financed via the SID, at a rate of 6.0% per year, the annual payment for a homeowner in Filing 6 was estimated to be approximately \$629. Actual bids have lowered these estimated costs to an overall Filing 6 total of \$277,219 with an annual SID payment of approximately \$591 per homeowner.

Homeowners will have an opportunity to avoid financing costs by pre-paying the full amount. The source of capital for the project is the New Development Participation account, which currently has a sufficient balance to support the project. The actual capital outlay from that account is expected to be lower than the actual construction costs, because several homeowners in each filing are proposing to pre-pay and avoid the financing costs. Borrowing the funds needed for this project is cost prohibitive, as it is simply too small an amount to bond.

The interest that the City will forego by committing the New Development Participation Account funds is in the range of 4% to 5% per year. Additionally, the City will be administering the annual certification and accounting for the SIDs, thus increasing the cost to somewhere between 5% and 6%. If the HOA were to attempt to finance the project on its own, it would likely be in a range closer to 8%. Staff believes that the proposed rate of 6% is highly favorable in light of lost interest revenue, avoidance of the cost-of-issuance of a bond, the City's costs to administer, and comparative rates available to an HOA.

The notice of the construction package for this project was advertised in the Westminster Window for three weeks distributed to contractors directly, and the only bid received was opened on October 25. It is recommended that City Council award the construction contract to USA Masonry, Inc. The bid results are as follows, including contingency and soft costs:

| | Original Estimate Filing 2 | Bid Price Filing 2 | Variation Filing 2 | Original Estimate Filing 6 | Bid Price Filing 6 | Variation Filing 6 |
|-----------------------|----------------------------|--------------------|--------------------|----------------------------|--------------------|--------------------|
| Total Const Cost | \$ 237,289 | \$ 212,887 | \$ (24,401) | \$ 252,384 | \$ 230,879 | \$ (21,505) |
| Total Soft Costs | \$ 31,695 | \$ 31,695 | \$ - | \$ 48,340 | \$ 46,340 | \$ (2,000) |
| Total Project Costs | \$ 268,984 | \$ 244,582 | \$ (24,401) | \$ 300,724 | \$ 277,219 | \$ (23,505) |
| Per Linear Foot | \$ 236 | \$ 215 | \$ (21) | \$ 192 | \$ 177 | \$ (15) |
| 10 yr annual payment | \$ 365 | \$ 332 | \$ (33) | \$ 641 | \$ 591 | \$ (50) |
| Per home lump payment | \$ 2,637 | \$ 2,398 | \$ (239) | \$ 4,627 | \$ 4,265 | \$ (362) |

The requested construction contingency of \$41,492 is 10% of the cost of construction. This is reasonable contingency for a project of this size and complexity.

Respectfully submitted,

J. Brent McFall
City Manager



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
November 8, 2004



SUBJECT: Revised Employment Agreement with City Attorney Martin R. McCullough

Prepared by: Matt Lutkus, Deputy City Manager for Administration

Recommended City Council Action

Authorize the Mayor to execute a revised employment agreement with Martin R. McCullough for his services as City Attorney for 2005 with an effective date of January 1, 2005 and an automatic renewal for 2006 unless terminated by City Council.

Authorize a \$3,000 bonus to Martin McCullough in recognition of his work performance during 2004 and charge the expense to the City Attorney's Office General Fund Budget.

Summary Statement

- City Council is requested to approve a revised Employment Agreement with Martin McCullough for services as City Attorney for a one-year period beginning January 1, 2005. The Agreement will be automatically renewed for 2006 unless it is terminated by City Council no later than October 31, 2005.
- The continuation of this employment agreement reflects Council's positive appraisal of Mr. McCullough's work performance during 2004.
- Under the proposed revised Agreement, Mr. McCullough's base compensation will be \$132,798, which represents a three percent increase over his annual compensation for 2004. Assuming that Mr. McCullough takes advantage of the maximum allowable deferred compensation, his base salary will be comprised of \$114,798 in salary and a lump sum payment of \$18,000 for the City-paid deferred compensation.
- The attached proposed agreement with Mr. McCullough is similar to the current employment agreement with the exceptions of the total allocated for salary and deferred compensation, an increase in the required termination notice from four months to six months, an increase in salary paid in lieu of such notice from four months' to six months' salary, changes in the language to address any potential concerns regarding compliance with the multiyear contract provisions of the Taxpayer's Bill of Rights (TABOR) and the change in the effective dates for the contract.
- In addition to the changes in annual compensation, City Council has indicated their interest in providing Mr. McCullough with a \$3,000 bonus in recognition of his work performance during 2004. This bonus will be paid immediately upon City Council approval and will be charged as a 2004 budget expense.

Expenditure Required: \$3,000 (2004) \$132,798 plus the cost of fringe benefits as described in the attached Employment Agreement (2005)

Source of Funds: General Fund - City Attorney's Office Budget

Policy Issue

Whether to continue essentially the same employment agreement with Martin McCullough for 2005.

Alternative

Council could make further adjustments to the employment agreement with Mr. McCullough.

Background Information

Martin McCullough was appointed City Attorney on February 10, 1986, after holding the position of Acting City Attorney since September 1985. Prior to holding these positions, he was an attorney with the municipal law firm of Calkins, Kramer, Grimshaw and Haring. Mr. McCullough holds a B.A. from the University of Virginia, an M.S. from Florida State University and graduated magna cum laude from the University of Houston School of Law in 1982. He is admitted to practice law in Texas and Colorado and is a member of the National Institute of Municipal Law Officers and the Colorado and Denver Bar Associations. Mr. McCullough has served as president of the Attorneys' Section of the Colorado Municipal League, is past president of the Metro City Attorneys' Association, and is a member and past chairperson of the Local Government Committee of the Colorado Bar Association. Mr. McCullough is also a past recipient of the Metro City Attorney's Association's "City Attorney of the Year" and "Leadership" awards. During 2004, Mr. McCullough was designated a Fellow In Local Government Law by the International Municipal Lawyers' Association.

In yet another year of operating under a constrained budget, the City Attorney's Office was part of the effort led by the City Manager's Office to continue to provide high quality services while working very hard on advancing a number of important economic development projects intended to maintain the vitality of the City and generate new revenue. Significant legal support was provided during the past twelve months for the completion of the Shops at Walnut Creek Project and the advancement of the 144th Avenue Retail Project. At the same time, a good deal of focus was placed on economic redevelopment with the South Westminster Revitalization Program, the 73rd and Lowell Redevelopment, and the 72nd and Sheridan Urban Renewal Project.

The City Prosecutor's Office remained very busy during the past twelve months. Almost 6,500 municipal court cases were referred to the City Prosecutor's Office for prosecution. Significant increases were noted in the areas of traffic offenses, domestic violence, and vicious animals. Jury surveys for the year once again showed that 100% of the jurors surveyed had a favorable impression of the City Prosecutor's Office.

During the past twelve months, City Attorney's Office's real estate practice continued to be very active. The Office assisted in the acquisition of many acres of new open space and a variety of parcels necessary for the City's capital improvement programs. The Office also had a significant role in many City personnel-related issues, conducted several in-house legal trainings for City employees, assisted in the City's compliance with the Health Insurance Portability and Accountability Act (HIPAA), assisted in the defense of the City's urban renewal and eminent domain powers before the State General Assembly, and was closely involved in a variety of other projects and activities as legal support for City Council and City departments.

The City Attorney's employment agreement has typically followed substantially the same format and covered many of the same terms and conditions as the City Manager's employment contract. The proposed contract between Mr. McCullough and the City is a one-year agreement that will be renewed automatically unless terminated by Council prior to October 31, 2005.

This past summer, City Staff asked attorney John Hayes to review the Council's employment agreements with the City Manager, City Attorney, and Presiding Judge to ensure that these documents comply with all applicable laws. Mr. Hayes suggested changes in Section 2 of the agreements to address a possible challenge to the agreement under the Taxpayers' Bill of Rights (TABOR) provisions related to multiyear contracts. By changing the document from a two-year agreement, Section 3 also needed to be changed to ensure that the employees would continue to receive the designated amount of severance and pay regardless of when during the one-year period the agreement was terminated. The changes in the City Attorney's Employment Agreement are contained in Sections 2.A and D and 3.E.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

EMPLOYMENT AGREEMENT

THIS AGREEMENT, effective as of the 1st day of January, 2005, by and between the CITY OF WESTMINSTER, State of Colorado, a municipal corporation, hereinafter called "CITY" as party of the first part, and MARTIN R. McCULLOUGH, 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 MARTIN R. McCULLOUGH, as City Attorney of the City of Westminster as provided by City Charter, Chapter IV, Section 4.13; 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 Attorney of said CITY.

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

SECTION 1. DUTIES:

A. CITY hereby agrees to continue the employment of EMPLOYEE as City Attorney of CITY to perform the duties and functions specified in Section 4.13 of the City Charter, Chapter 16 of Title I of the City Code and such other legally and ethically permissible and proper duties and functions as the City Council shall from time to time assign.

B. EMPLOYEE shall prepare and submit a proposed budget for the City Attorney's Office following guidelines established by the City Manager. This budget shall be reviewed by the City Manager's Office and submitted to the City Council for final approval as part of the City Manager's recommended City Budget. Requests for changes in the budget during the fiscal year shall also be submitted through the City Manager's Office.

C. EMPLOYEE shall supervise the staff of the City Attorney's Office as may be authorized by the City Council. All employees of the City Attorney's Office shall be employed by the City Attorney in accordance with the provisions of section 1-16-3 of the City Code.

SECTION 2. TERMS:

A. It is the intent of the City Council and the EMPLOYEE that EMPLOYEE will serve as City Attorney for calendar years 2005 and 2006. During the term of this Agreement, EMPLOYEE agrees to remain in the exclusive employ of CITY. 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, Paragraphs 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 in Section 3, paragraph C of this Agreement.

D. This Employment Agreement is for a one-year term but shall be automatically renewed for 2006 unless terminated no later than October 31, 2005.

SECTION 3. TERMINATION, NOTICE AND SEVERANCE PAY:

A. In the event City Council decides 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 Attorney, then and in that event, the CITY agrees to give EMPLOYEE six (6) months' written notice or to pay EMPLOYEE a lump sum cash payment equal to his base salary for the ensuing six (6) 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 six (6) 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 paragraph D in Section 2.

E. In the event this Agreement is not renewed by the City Council, such non-renewal shall be considered a termination as provided for in Section 3A hereof and shall entitle EMPLOYEE to the lump sum cash payment described herein.

SECTION 4. SALARY:

A. Effective January 1, 2005, the CITY agrees to pay EMPLOYEE for his services rendered pursuant hereto a combined annual salary and deferred compensation of \$132,798. EMPLOYEE'S salary shall be payable in installments at the same time as other employees of the CITY are paid, except that the EMPLOYEE may elect to receive a portion of his compensation in the form of a lump sum amount of deferred compensation up to the then current maximum allowed by law.

B. CITY agrees to review the EMPLOYEE'S performance annually, no later than October 31 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 Attorney. City Council shall be the sole judge of such conflicts whose determination shall be final.

SECTION 6. 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 7. PROFESSIONAL DEVELOPMENT:

CITY agrees to budget and to pay registration, travel and subsistence expenses of EMPLOYEE for professional and official travel to meetings and occasions related to the professional development of EMPLOYEE and to official and other functions as a representative of the City, including, but not limited to, the Colorado Bar Association, NIMLO, the Colorado Municipal League, and continuing legal education courses and seminars related to the practice of municipal law. In addition to reasonably funding educational/training programs for EMPLOYEE's professional staff, sufficient funds shall be budgeted to permit EMPLOYEE to attend at least one national, one statewide, and one local educational/training program each year.

SECTION 8. 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 9. FRINGE BENEFITS:

EMPLOYEE will be allowed a monthly car allowance in the amount of \$300 per month and all benefits as are extended to all Department Head level employees, except that when such benefits are in conflict with this Agreement, said Agreement shall control.

SECTION 10. 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 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 11. 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, 2005 and if automatically renewed shall be in effect through December 31, 2006.

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

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

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 both effective as of the day and year first above written.

Approved by Westminster City Council this 8th day of November, 2004.

ATTEST:

Nancy McNally, Mayor

City Clerk

Martin R. McCullough



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
November 8, 2004



SUBJECT: City Park Maintenance Facility Design Contract

Prepared By: Becky Eades, Landscape Architect II

Recommended City Council Action

Based on the recommendation of the City Manager, City Council finds that the public interest would be best served by awarding a professional services contract to Humphries Poli Architects, PC in the amount of \$275,190 for architectural design of the City Park Maintenance Facility, and authorize a \$27,519 design contingency (10%) to include reimbursable expenses for a total project budget of \$295,829 and charge the expense to the City Park Maintenance Facility Capital Improvement Project Account.

Summary Statement

- City Council action is requested to award the bid for the design of the proposed City Park Maintenance Facility (CPMF), to be located to the north east of the City Park Fitness Center.
- The CPMF will house the City Park maintenance crew, the Promenade maintenance crew, the Design Development construction crew, and the four crews that comprise Park Maintenance Operations.
- The relocation of these crews to City Park will free up the Municipal Service Center (MSC) for on site expansion by Streets and Utilities Operations into the areas currently occupied by Park Services and help alleviate the currently overcrowded conditions at the MSC.
- The construction costs for the CPMF are estimated to be \$4,200,000 including design fees.
- The CPMF will be designed to have minimal impact on adjacent properties and views and will be designed for an appropriate fit into City Park.
- Humphries Poli Architects, PC has successfully completed several projects in Westminster, including the Public Safety Center, City Center Marketplace, and the Standley Lake Marketplace.
- Humphries Poli Architects, PC has completed several other projects similar in scope to the maintenance facility.

Expenditure Required: \$295,829

Source of Funds: City Park Maintenance Facility CIP Project Fund

Policy Issue

Does City Council wish to follow Staff’s recommendation and award the design contract to a consultant other than the low bidder?

Alternative

Council could direct Staff to award the contract to the low bidder. However, Staff’s recommendation is based on who they deem to be the most qualified for this specific project that presents some difficult site constraints and design challenges.

Background Information

Staff has thoroughly evaluated several sites within the City Park complex as well as the feasibility of relocating the entire Park Services operations to the recently purchased Brauch Property, west of Standley Lake. Based on several factors, including proximity to utilities and associated development costs; proximity to work areas; cost of redevelopment of existing structures in the case of the Brauch Property; site limitations including flood plains; and the desire for a centralized location within the City, Staff has determined the proposed site to be the most suitable location for the relocation of the majority of Park Services operations. Open Space and Forestry operations have already been relocated to the Brauch Property.

Through a Request for Proposals, professional architectural services were requested for schematic design, design development, ODP preparation, construction documents and construction administration for two buildings. The CPMF is anticipated to consist of an approximately 24,000-square-foot administration and shop building and an approximately 10,000-square-foot equipment storage facility. Formal proposals were solicited from four firms and were received as follows:

| | |
|-------------------------------|-----------|
| Luis Acosta Architects | \$244,362 |
| BBB Architects | \$267,600 |
| Ken Kroeber Architects | \$273,884 |
| Humphries Poli Architects, PC | \$275,190 |

The proposals were evaluated by Staff, and interviews were held with each firm. Following the interviews, Humphries Poli Architects, PC is deemed to be the most qualified based on their understanding of the specific project needs. While the project is comprised basically of an administration/shop building and a smaller storage building, the highly visible location of this project places added emphasis on the importance of the appearance of the buildings and their integration within the site. The slope and orientation of the site make it very visible to southbound traffic on Sheridan Boulevard and to the new homes being built along Sheridan Boulevard as part of the latest development in Legacy Ridge. The goals of this project include creating useable facilities for park services while blending with the existing architectural features present at City Park and minimizing the impact of this development on adjacent properties, while staying within budget. Upon conclusion of the interviews, it was very apparent that Humphries Poli had the best understanding of this aspect of the project goal. The other firms either lacked direct, relevant experience or focused primarily on the industrial nature of the project. Additionally, one significant difference in the low bid costs to that of Humphries Poli was in the number of hours each firm allocated to on site supervision during construction. Humphries Poli’s commitment to on site inspections was significantly greater than the low bidder. Staff feels adequate site supervision is critical to the success of the project.

SUBJECT:

City Park Maintenance Facility Design Contract

Page 3

Humphries Poli Architects, PC fees are estimated to be approximately 6.5% of the anticipated construction costs, which is considered low for a project of this size. For comparison, design fees for the Irving Street Library were approximately 9.5% of construction costs; design fees for the Public Safety Center were approximately 7.5% of the construction costs; and design fees for Fire Station 2 were approximately 12.7%.

Therefore, although Humphries Poli Architects, PC submitted the highest bid for architectural services, Staff believes this bid to fair and that this architect will provide the best project to the City.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment



**WESTMINSTER
COLORADO**

Agenda Memorandum

City Council Meeting
November 8, 2004



SUBJECT: Expenditures Approval for the Purchasing of Deicing Materials

Prepared By: Sam LaConte Street Operations Manager

Recommended City Council Action

Based on the recommendation of the City Manager, determine that the public interest is best served by: 1) purchasing “Ice Slicer” deicing material from Envirotech Services, Inc., as the sole source supplier of this product and; 2) authorize the previous purchase of 1453 tons of Ice Slicer and authorize the payment of this deicing material to Envirotech Services, Inc., in an amount of \$92,954 for 2004.

Approve payment and authorize the purchase of salt deicing materials previously purchased in the amount of 2111 tons at a cost of \$76,444 to Transloaders, Inc. for 2004. The salt deicing material from Transloaders, Inc. is a sole supplier due to their reliability and availability of the product.

Summary Statement

Ice Slicer

- Ice Slicer is a complex chloride-based solid chemical deicer used to keep roads safe during winter months. The City began using Ice Slicer during the 1999/2000 snow season.
- Ice Slicer is an approved product by the Regional Air Quality Council and the Colorado Department of Public Health and Environment in meeting the PM10 Standards set forth for the metro area as a measure to reduce the “brown cloud” effect associated with street sanding.
- In preparation for the 2004/2005 winter driving conditions, the Street Operations Division purchased 1453 tons of Ice Slicer from Envirotech Services, Inc. at a cost of \$92,954 for the year 2004. Staff purchased the Ice Slicer prior to receiving City Council approval. While this purchase is appropriate, proper procedures were not followed and that matter is being addressed administratively.

Salt

- Salt is also purchased as a de-icing product to ensure safer travel for the motoring public. Staff mixes the salt and Ice Slicer to provide greater deicing strength during the winter driving conditions.
- Transloaders, Inc. is the Street Division’s choice for hauling salt due to their reliability and availability on an as-needed basis. Transloaders, Inc. has been the hauler of the City’s salt for the last 20 years.
- In preparation for the 2004/2005 winter driving conditions, the Street Operations Division purchased 2111 tons of salt from Transloaders, Inc. at a cost of \$76,444 for the year 2004. Staff purchased the salt prior to receiving City Council approval. While this purchase is appropriate, proper procedures were not followed and that matter is being addressed administratively.

Expenditure Required: \$169,398

Source of Funds: Public Works and Utilities Street Operations Budget

Policy Issue

Should City Council authorize the previous purchase of 1453 tons of Ice Slicer and authorize the payment of this deicing material to Envirotech Services, Inc., in an amount of \$92,954 for 2004; and, also authorize the previous purchase of 2111 tons of salt at a cost of \$76,444 to Transloaders, Inc. for 2004 per the City's purchasing policy requiring City Council action for purchases greater than \$50,000.

Alternative

The alternative is to not authorize Envirotech Services and Transloaders, Inc. for the previously purchased deicing materials in the amount of \$169,398. This is not recommended as the Ice Slicer and salt material have already been purchased and, therefore, are obligations of the City.

Background Information

Ice Slicer meets the Regional Air Quality Council and the Colorado Department of Public Health and Environment PM 10 Standards for air quality control. It also eliminates the use of sand, which, in turn, reduces additional street sweeping during winter months.

Envirotech Services, Inc. is the sole supplier of Ice Slicer, which is manufactured in Utah. During the winter months, delivery can take up to three weeks, as all cities and counties in the Denver metro area use Ice Slicer. Ordering Ice Slicer now and receiving early delivery assures the City of Westminster's snow removal program continues to set the standard in the metro area.

Transloaders, Inc. is the Street Division's choice for hauling salt due to their reliability and availability on an as-needed basis and has been the hauler of the City's salt for the last 20 years. Transloaders, Inc. is a local vendor supplying salt and is readily available for delivery upon request. Ordering salt now and receiving early delivery assures the City of Westminster's snow removal program continues to set the standard in the metro area. Salt is purchased in conjunction with Ice Slicer as it is blended at a ratio of 50% to be effective in assuring safe driving conditions.

Ice Slicer and salt are usually purchased in smaller quantities during the off-season at a cost saving price. This year, early purchase was deferred as the Municipal Service Center yard was scheduled for resurfacing. This resurfacing included the deicing material storage bins, which had to remain empty until paving of the lot was completed on August 28. Upon completion of paving the lot, the Street Operations Division to purchase 1453 tons of Ice Slicer and 2111 tons of salt to fill all storage bins to assure an adequate supply is readily available in the event that early winter conditions occur. Staff violated proper purchasing procedures. Staff is reviewing internal procedures to ensure this oversight on the City's purchasing requirements is not repeated.

These expenditures were within the amounts available in the Public Works and Utilities, Street Operations Division budget for this expenditure.

Proper purchasing procedures were not followed by Street Operations Division staff. Staff is reviewing internal procedures to ensure these violations of the City's purchasing requirements are not repeated. No more Ice Slicer or salt purchases will occur for the remainder of 2004 unless there is significant snowfall from now until the end of December that would deplete the City's snow removal material inventory. The City will utilize multi-agency cooperative and competitive bidding through the Multiple Assembly of Procurement Officials (MAPO) program for the purchase of salt starting in 2005.

Respectfully submitted,

J. Brent McFall
City Manager



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
November 8, 2004



SUBJECT: Award for Design of the Reclaimed Waterline along the Bull Canal

Prepared By: Diane M. Phillips, Reclaimed Water System Coordinator

Recommended City Council Action

Authorize the City Manager to execute a contract with Boyle Engineering Corporation in the amount of \$72,315 to provide design and construction inspection services for the Bull Canal Reclaimed Waterline; and authorize a 10% contingency of \$7,300.

Summary Statement

- This project provides for the design of the 16-inch reclaimed line from the Huron Street and Bull Canal intersection going north along the canal to 136th Avenue where a casing has been installed to place the reclaimed line across 136th Avenue.
- Request for Proposals were sent to five engineering firms for the design and construction management of the waterline and three submitted a proposal.
- Boyle Engineering submitted the lowest cost proposal and Staff recommends that the City contract with them to provide design and construction inspection service for this reclaimed waterline.

Expenditure Required: \$79,615

Source of Funds: Utility Fund Capital Improvements Reclaimed User Connection Project

Policy Issue

Should the City award a contract to Boyle Engineering to provide design and construction inspection services for the Bull Canal Reclaimed Waterline in the amount of \$72,315 and provide a contingency of \$7,300.

Alternative

The City could delay the design and construction of this line but expanding the full use of the reclaimed water supply could be compromised. In addition, future construction costs will likely increase.

Background information

Extensive development is occurring in the north portion of the City. The reclaimed water will provide irrigation to this area, preserving the City's potable water supply for continued development. The reclaimed water plant is located adjacent to the Big Dry Creek Wastewater Treatment Facility and the reclaimed distribution system has been extended north from the plant on Huron Street to Bull Canal. This installation was done in conjunction with the widening of Huron Street.

This project provides for the design of the reclaimed line from the Huron Street and Bull Canal intersection going north along the canal to an area along 136th Avenue where a casing has been installed to place the reclaimed line. This line will be 16-inches in diameter and future construction is planned to extend this line north to development in the area of 144th Avenue and Huron Street. The line will be installed in an existing easement along the Bull Canal.

Request for Proposals were sent to five engineering firms for the design and construction inspection of this line. Three firms submitted proposals and their costs are listed below.

| | |
|---------------------------------|-----------|
| Boyle Engineering Corporation | \$72,315 |
| Black and Veatch Engineering | \$76,655 |
| Burns and McDonnell Engineering | \$128,685 |

Boyle Engineering presented the lowest cost. They are a qualified and capable firm and have completed previous successful projects for the City.

The budget for construction of the Bull Canal Reclaimed Waterline is \$600,000. Funds for this project are available in the Reclaimed Project Construction account.

Respectfully submitted,

J. Brent McFall
City Manager



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
November 8, 2004



SUBJECT: Change Order for Design of the England Waterline

Prepared By: Diane M. Phillips, Reclaimed Water System Coordinator
Rick Clark, Utilities Operations Manager

Recommended City Council Action

Authorize the City Manager to execute a change order for an increase in the design contract with McLaughlin Water Engineers for the England Waterline in the amount of \$19,154, which is 16% of the initial contract of \$122,210.

Summary Statement

- The England Water Treatment Plant is no longer in service. Additional treated water from the Semper Water Treatment Facility and Northwest Water Treatment Facility is needed to serve the south part of the City for peak supply and fire flow. The new England transmission waterline will provide that additional supply.
- An alignment for the England waterline was chosen and McLaughlin Water Engineers began design of the waterline after City Council originally approved the design services on May 24, 2004.
- During the initial design, numerous potential roadway and development projects were identified that impacted the design of the recommended alignment, thereby changing the original scope of design services.
- Changes in design to accommodate these potential future projects will cost \$19,154. Funds are available in the England Waterline project account for this expense.

Expenditure Required: \$19,154

Source of Funds: Utility Fund Capital Improvement Funds

Policy Issue

Should the City award an increase to the contract with McLaughlin Water Engineers to provide additional design services for the England Waterline in the amount of \$19,154, which is 16% of the initial contract of \$122,210.

Alternative

The City could finalize the design of the England Waterline as originally planned but numerous potential street improvement and development projects would negatively impact the waterline in the next few years.

Background information

The England Waterline will be a 24-inch treated waterline of approximately 1-1/2 miles in length that will provide transmission supply to the south part of the City where high demand and fire flow supply is needed. Previously, the waterline was designed entirely in the Burlington Northern Santa Fe (BNSF) Railroad Right of Way (ROW), but the FasTracks transportation plan, if approved by voters, conflicts with the planned alignment. A new alignment was chosen in and along City streets using existing street ROW and new easements and along a small portion of BNSF ROW. McLaughlin Water Engineers was contracted to provide design and construction phase services in the amount of \$122,210.

As design began along the new alignment, numerous potential street and highway projects were identified that impacted constructability and future operations of the proposed waterline. These future street projects include possible widening of Highway 36, widening of Sheridan and the extension of 88th Avenue. Development at the southwest corner of 88th and Sheridan also impacted alignment plans.

These street improvement projects are not currently budgeted because the project scope is still not finalized and so information is not readily available about the impact of these projects. Community Development Staff is working with Public Works and Utilities Staff to confirm the impact these projects will have on the England waterline. Staff does have enough information to proceed with the change in work contemplated in this design contract.

The increased design in the amount of \$19,154 is 16% of the contract amount of \$122,210. This fee increase was reviewed by City Staff and the third party consulting firm that assists with capital project management and was found to be reasonable for the work required. Additional funds are available to cover this change order from the England Pipeline/Treated Transmission Main account in the Utility Fund Capital Improvement Program budget.

A contingency amount equal to 15% of the contract was initially requested and approved for this project due to the complexities of the existing utilities in the area as well as the BNSF ROW casing bore. Staff requests that these funds be retained as they may still be required during construction management of the project.

The budget for construction of the England Waterline is \$1,300,000. Construction of this line is anticipated to begin in 2005.

Respectfully submitted,

J. Brent McFall
City Manager



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
November 8, 2004



SUBJECT: 2004 Wastewater Collection System Improvement Project

Prepared By: Richard A. Clark, P.E., Utilities Operations Manager
Andy Mead, Utilities Operations Coordinator

Recommended City Council Action

Authorize the City Manager to execute a contract with Western Slope Utilities to complete the specified work as described in the project documentation; authorize a project budget of \$210,095 with a 10% contingency budget of \$21,009 and charge the appropriate Utilities Operations Division operating budget account. Additionally, authorize a change of scope in the work to include an additional 3,500 linear feet of sanitary sewer system improvements for a cost of \$80,000 with a 10% contingency of \$8,000 and charge the appropriate Utilities Operations Division operating budget account.

Summary Statement

- This project consists of the rehabilitation of approximately 6,318 feet of 8-inch and 15-inch sanitary sewer line using trenchless technology, cured-in-place pipe (CIPP).
- Formal bids for this project were issued and a bid opening took place on October 21, 2004. Two contractors provided bids on this project. The lowest responsible bid was submitted by Western Slope Utilities.
- Due to the lower than anticipated bid costs for this project, Staff is requesting to change the scope of the original scope of work to include an additional 3,500 feet of cured-in-place-pipe rehabilitation work. Total cost of the additional work would be \$80,000.
- Adequate funds are available in the Utilities Operations budget to pay for this contractual work.

Expenditure Required: \$319,104

Source of Funds: Utilities Operations Division Budget

Policy Issue

Should the City spend Utility Fund monies to complete needed wastewater collection system rehabilitation using a contractor as specified in the contract/project documents?

Should the City take advantage of the attractive unit pricing bid on this project and utilize available funds to add approximately 3,500 feet of sewer line rehabilitation work to the initial project?

Alternative

Delay this project and continue with additional maintenance costs along with assuming responsibility for any property damage that may occur due to a sewer line failure.

Background Information

These selected sewer lines were identified as a priority for rehabilitation due to their advanced deteriorating condition. Sewers are assigned a numerical rating by the television inspection program and the most severely deteriorated sewers will be rehabilitated first. The sewer pipe in these areas is severely deteriorated due to the non-reinforced concrete pipe material used in their construction. Microbiological corrosion is wearing away the concrete mortar and causing joint leaks and crown corrosion along the sewer lines. Crown corrosion could eventually reduce the sewer’s structural support to the point of a total collapse.

The original project scope of work consists of replacing approximately 6,318 feet of 8-inch and 15-inch sanitary sewer lines using accepted and approved trenchless technology methods (internal cured-in-place lining of the existing sewer pipe). Trenchless technology has proven very successful and less disruptive for residents and traffic flows. The original scope of work covered areas along 79th Avenue in the Appleblossom neighborhood and in the Shaw Heights area, generally around Dixon Drive and Oakwood Street. This work was expected to cost approximately \$300,000.

The 2004 Wastewater Collection System Improvement Project was advertised on the Internet site “Demand Star” with bids being submitted by October 21, 2004. Western Slope Utilities was the lowest responsible bidder for this project. This contractor has completed similar work for the City in past years and Staff has been satisfied with the quality of their work. The results of the submitted bids are as follows:

| | |
|-------------------------|-----------|
| Western Slope Utilities | \$210,095 |
| Wildcat Civil Services | \$212,375 |
| Staff Estimate | \$300,000 |

With the low bid by Western Slope Utilities of \$210,095, Utilities Staff recommends that the City invest the remaining budgeted funds in completing additional work on deteriorated sewer lines. This additional work would include another 3,500 feet of sewer line rehabilitation. This would bring the total cost of the project to \$319,104, which is available in the Utilities Division Operating budget. The additional work would be completed in an area between 88th Avenue and 89th Way.

Staff recommends that the City take advantage of the bid prices and invest the full amount of budgeted funds to complete as much sewer rehabilitation work as possible this year. The contractor, Western Slope Utilities, has indicated that they can complete all of the sewer rehabilitation work by the end of this calendar year.



Respectfully submitted,

J. Brent McFall, City Manager

Attachments



City Of Westminister
2004 Wastewater Collection System Improvements

 15-inch sewer
 8-inch sewer





 8-inch sewer



City of Westminister
2004 Wastewater Collection System Improvements



 8-inch sewer



**City of Westminister
2004 Wastewater Collection System Improvements - Add On Areas**



WESTMINSTER
COLORADO

Agenda Item 8 I

Agenda Memorandum

City Council Meeting
November 8, 2004



SUBJECT: Purchase of PVC and Ductile Iron Water Pipe

Prepared By: Richard A. Clark, Utilities Operations Manager
Andy Mead, Utilities Operations Coordinator

Recommended City Council Action

Award the bid for PVC and Ductile Iron water pipe to the low qualified bidder, National Waterworks, for the amount of \$105,704

Summary Statement

- The Purchasing Division issued formal bids for PVC and Ductile Iron water pipe in October 2004.
- There were four bids received, with the lowest responsible bid from National Waterworks.
- Adequate funds were budgeted in the 2004 Utilities Operations Budget and are available for this purchase.
- The low bidder, Dana Kemper Company, notified Staff after bid opening that their bid contained an error and they requested that their bid be withdrawn.

Expenditure Required: \$105,704

Source of Funds: 2004 Utility Fund, Public Works and Utilities Department, Utilities Division Operating Budget

Policy Issue

Should the City accept the bid submitted by National Waterworks for the PVC and Ductile Iron water pipe?

Alternative

The alternative would be not to purchase the PVC and Ductile Iron water line pipe for 2004, and delay needed water line replacements. This would increase the risk of pipe failures and increase customer water supply interruptions.

Background Information

The PVC and ductile iron water pipe will be utilized by the Utilities Division Construction Crew for the water line replacement program. This program was established in order to reduce the frequency and number of water line failures that customers experience in the City's water distribution system. This bid was for 16,400 feet of pipe.

The Utilities Division construction crew replaces approximately four miles of deteriorated ductile and cast iron pipe per year with the PVC pipe, which performs much better in the soil conditions found in the City. The ductile iron pipe being purchased this year will be utilized for fire hydrant lead lines to ensure maximum strength against vehicles hitting the hydrants and breaking the adjoining water line.

Bids were received from four vendors. These vendors included:

| | Dana Kepner | National. Waterworks | Hughes | Mountain States |
|--------------------|------------------------|---------------------------------|---------------|----------------------------|
| 8" PVC Pipe | \$ 97,350 | \$ 98,850 | \$ 99,000 | \$ 101,250 |
| 4" PVC pipe | \$ 1,648 | \$ 1,592 | \$ 1,640 | \$ 1,760 |
| 6" DI Pipe | \$ 2,334 | \$ 5,262 | \$ 5,607 | \$ 5,474 |
| Totals | \$ 101,332 | \$ 105,704 | \$ 106,247 | \$ 108,484 |

(error – bid withdrawn) (low bid)

The proposal received from Dana Kepner contains an error. They submitted pricing on 6-inch PVC pipe, not the ductile iron pipe required. Due to the small profit margins on pipe sales, they cannot absorb the loss and have asked to withdraw their bid.

The proposal from National Waterworks meets the specifications and requirements set by the City. The items to be purchased are: 750 each 8" x 20' Class 200 pipe, DR14, C900 PVC pipe with gasket bell end; 40 each, 4" x 20' Class 200 pipe, DR14, C900 PVC pipe with gasket bell end; and 30 each 6" x 20' Class 52, C151, Ductile Iron pipe with gasket bell end. The total footage of pipe to be purchased is 16,400 feet.

Respectfully submitted,

J. Brent McFall
City Manager



Agenda Item 8 J

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
November 8, 2004



SUBJECT: 2004 Construction Crew Utility Material

Prepared By: Richard A. Clark, P.E., Utilities Operations Manager
Andy Mead, Utilities Operations Coordinator

Recommended City Council Action

Authorize the purchase of 6 waterworks related material lots from Dana Kepner Company for the aggregate cost totaling \$114,510.

Summary Statement

- The original request for proposals consisted of eight individual lots of waterworks related materials.
- Formal request for proposals for this project were issued October 15, 2004, and a bid opening took place on November 1, 2004. A total of four vendors provided proposals on this purchase.
- Dana Kepner was the lowest bidder on six lots totaling \$114,510. Council action is requested on this purchase only, as it is the only one that exceeds the \$50,000 limit for administrative purchases.
- National Waterworks was the lowest bidder on one lot totaling \$21,208; and Hughes was the lowest bidder on one lot totaling \$17,906. Mountain States was not the low bid on any of the lots. Those two lot purchases will be made administratively, as provided for in the City Code.

Expenditure Required: \$114,510

Source of Funds: Utilities Operations Division Operating Budget (Water)

Policy Issue

Should the City spend Utility Fund monies to purchase materials for watermain replacements as specified in the contract/project documents?

Alternative

Purchase materials only on an as-needed basis and negotiate prices for every purchase individually. This would take a large amount of staff time and likely increase the prices for each piece of material purchased.

Background Information

The Construction Crew Utility Material Purchase is an annual purchase of commonly used waterworks materials for use by the Utilities Operations Division’s construction crew for the installation of the four miles of replacement watermains they install annually. This purchase is for most materials, except for pipe itself, to be used by the crew for this purpose.

The Construction Crew Utility Material Purchase was advertised on the Internet site “Demand Star” with bids being submitted by November 1, 2004. As written, each lot was a separate purchase and a bidder could submit pricing for any or all lots of material. Delivery is to be immediate and in one shipment. This is not an annually renewable purchase, as pricing is too volatile to allow for long term pricing.

The results of the submitted bids are as follows: (**Bold numbers** indicate low bid)

| | Dana Kepner | National. Waterworks | Hughes | Mountain States |
|-----------------------------------|---------------------|---------------------------------|---------------------|----------------------------|
| Cast Iron Pipe Fittings | \$ 28,636.44 | \$ 21,207.94 | \$ 21,621.00 | \$ 26,552.34 |
| Mechanical Restraints | \$ 11,282.20 | \$ 16,799.30 | \$ 12,505.00 | \$ 21,790.30 |
| Fire Hydrants | \$ 37,773.12 | \$ 40,022.56 | \$ 44,400.00 | N/A |
| Valves | \$ 44,111.98 | \$ 45,604.32 | \$ 46,594.50 | \$ 46,272.94 |
| Brass/Copper | \$ 10,796.11 | \$ 11,766.29 | \$ 11,090.55 | \$ 12,523.72 |
| Miscellaneous | \$ 20,648.07 | \$ 19,385.33 | \$ 17,906.40 | \$ 23,377.50 |
| Water Main Repair Clamps | \$ 9,387.75 | \$10,051.05 | \$ 11,690.60 | \$ 19,417.90 |
| Sewer Couplings & Pipe | \$ 1,159.02 | Incomplete bid | \$1,177.96 | N/A |
| Bid Award | \$114,510 | \$21,207,94 | \$17,906.40 | |

Respectfully submitted,

J. Brent McFall
City Manager



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
November 8, 2004

SUBJECT: Change Date for Last City Council Meeting in December

Prepared By Michele Kelley, City Clerk

Recommended City Council Action:

Change the date of the last regular City Council meeting in December from December 27th to December 20th.

Summary Statement:

- Since Christmas Day falls on Saturday this year, it is recommended to change the last City Council meeting of December from December 27th to December 20th.
- Changing to date of the Council meeting will allow Council members to be out of town for the Christmas holiday.
- City Council Study Sessions would be held on December 6th and Council meeting on December 13th and December 20th.

Expenditure Required: \$0

Source of Funds: n/a

SUBJECT: Change Date for Last City Council Meeting in December

Page 2

Policy Issue:

No policy issues identified

Alternative:

Council could decide to conduct the last Council meeting of December on a different date.

Background Information:

City Council historically has changed the last Council meeting date in December because the date of the meeting is so close to Christmas Day. Since the City normally conducts City Council Study Sessions and City Council Meetings on different nights, changing the date of the last meeting of December to December 20th will eliminate the second study session of December.

Members of the public are aware that Council meetings and Study Sessions are held on Mondays, and therefore, it is logical to reschedule the Council meetings to a different Monday of the month.

Respectfully submitted,

J. Brent McFall
City Manager



WESTMINSTER
C O L O R A D O

Agenda Memorandum

City Council Meeting
November 8, 2004



SUBJECT: Second Reading of Councillor’s Bill No. 75 and No. 76 re Formation of The Ranch Special Improvement Districts No. 1 and No. 2

Prepared By: Aaron B. Gagné, Senior Projects Coordinator

Recommended City Council Actions:

Adopt Councillor’s Bill No. 75 on second reading to create The Ranch Subdivision Special Improvement District No. 1 for Filing 6 and ordering the design construction, installation and acquisition of certain perimeter wall improvements.

Adopt Councillor’s Bill No. 76 on second reading to create The Ranch Special Improvement District No. 2 for Filing 2 and ordering the design construction, installation and acquisition of certain perimeter wall improvements.

Summary Statement:

- City Council action is requested to pass the attached Councillor’s Bills on second reading.
- Councillor’s Bills No. 75 and 76 were approved on first reading by City Council on October 25, 2004.
- In March of 2003, Council was presented with a request from the homeowners within The Ranch Filings 2 and 6 to form two special improvement districts (“SIDs”) to replace the existing deteriorated fence with a high-quality masonry wall along 120th Avenue and portions of Zuni Street
- Council directed that petitions for the formation of the district or districts would be accepted with no less than 60% of the homeowner’s support, up from the statutorily required minimum of 50%.
- Staff has worked closely with the respective Homeowners Associations (“HOA’s”) to establish a wall specification that is of sufficient quality and durability to be accepted by the City.
- “Real-world” project costing was conducted with the input of a experienced masonry wall contractor.
- Beginning in August of 2004, the proposed program was introduced to the full membership of both HOA’s, and petitions for the formation of two separate SID’s were signed. Signatures were obtained from 63.7% of Filing 2 homeowners and from 64.6% of Filing 6 homeowners. (See attached map) Both petitions are on file with the City Clerk.
- 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, and are being evaluated with the low responsible bid to be awarded thereafter. Construction would therefore be expected to commence before the end of the year.

Expenditure Required: \$0

Source of Funds: N/A

Respectfully submitted,

J. Brent McFall, City Manager

Attachments:

BY AUTHORITY

ORDINANCE NO. _____

COUNCILLOR'S BILL NO. **75**

SERIES OF 2004

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE CREATING THE RANCH SUBDIVISION SPECIAL IMPROVEMENT DISTRICT NO. 1, ORDERING THE CONSTRUCTION, INSTALLATION, AND ACQUISITION OF CERTAIN PERIMETER WALL IMPROVEMENTS, TOGETHER WITH NECESSARY INCIDENTALS, AND PROVIDING OTHER DETAILS IN CONNECTION THEREWITH.

WHEREAS, the City of Westminster, Colorado (the "City") is a municipal corporation and political subdivision of the State of Colorado organized and existing as a home rule city pursuant to authority in Article XX of the Colorado Constitution; and

WHEREAS, pursuant to Part 5 of Article 25, Title 31, Colorado Revised Statutes, the City has the power to create improvement districts for the purpose of constructing, installing, or acquiring local improvements of every character within such districts, and to assess the costs thereof, wholly or in part, upon the property specially benefited within such districts; and

WHEREAS, on or about September 16, 2004, the City received a petition (the "Petition") requesting the organization of a special improvement district, designated The Ranch Subdivision Special Improvement District No. 1 (the "District"), for the construction, installation, and acquisition of perimeter wall improvements, together with necessary incidentals (the "Improvements"), the entire costs thereof to be assessed against the property in the Ranch Subdivision Filing No. 6, as identified in the Petition; and

WHEREAS, the Petition is signed by the owners of property proposed to be assessed for more than sixty percent (60%) of the entire costs estimated to be assessed; and

WHEREAS, by Resolution No. 60, Series of 2004, adopted by the City Council at a meeting thereof held September 27, 2004, the City Council made and entered a preliminary order for the Improvements (the "Resolution"); and

WHEREAS, the City Council scheduled and gave notice of a public hearing concerning the creation of the District and the construction, installation, and acquisition of the improvements by publication in at least one issue of *The Westminster Window*, a newspaper of general circulation in the City, at least twenty (20) days prior to the date of the hearing, and in addition, notice was mailed by first-class mail to each property owner to be assessed for the cost of improvements who is included within the proposed District, on or about the date of such publication; and

WHEREAS, at the time and place set forth in the notice, the City Council met in open session for the purpose of hearing any complaints or objections that might be made against the proposed District or the improvements to be constructed or installed.

NOW THEREFORE, THE CITY OF WESTMINSTER, COLORADO ORDAINS:

Section 1. Findings. The above and foregoing recitals are incorporated herein by reference and are adopted as findings and determinations of the City Council. The City Council further finds and determines that the improvements proposed to be constructed, installed and acquired confer a special benefit upon the real property in the District to be assessed for the costs thereof and a general benefit to the City as a whole. The City Council further finds and determines that there exists a necessity for the creation of The Ranch Subdivision Special Improvement District No. 1 in the City, and for the construction and installation therein of certain perimeter wall improvements, together with necessary incidentals, as provided in the Resolution.

Section 2. Creation of District. A special improvement district for the construction, installation, and acquisition of certain perimeter wall improvements, together with necessary incidentals, hereinafter described (the "Project"), is

hereby created and established in accordance with the laws of the State of Colorado, and shall be known and designated The "Ranch Subdivision Special Improvement District No. 1 (the "District"). All proceedings heretofore taken and adopted in connection with the District are hereby ratified, approved, and confirmed.

Section 3. Approval of Engineering Plans. The reports of the engineer for the Project, together with all of the details, specifications, estimates, maps, and schedules thereto attached or appended, as on file in the office of the Community Development Department of the City, are hereby approved and adopted. The improvements and estimated assessments are described in more detail in the preliminary engineering report on file in the office of the City of Westminster Community Development Department.

Section 4. Boundary of District. The area to be included within the District will consist of all of the lots in The Ranch Subdivision Filing No. 6, a part of the Northeast Quarter, Section 5, Township 2 South, Range 68 West of the 6th Principal Meridian, City of Westminster, County of Adams, State of Colorado, more particularly described as follows:

Lots 1-22, inclusive, Block 1,

Lots 1-43, inclusive, Block 2.

Only the property described above will receive an assessment for the costs of the improvements.

Section 5. Description of Project. The Project shall consist of a single-thickness brick perimeter wall, with foundation, cap, and major and minor brick columns, having elevations varying from 6 feet to 8 feet above existing grade, located in the right-of-way of 120th Avenue, extending approximately 1290 linear feet along the north boundary of the District to an angled entryway at Zuni Street, thence approximately 280 linear feet along the east boundary of Block 1, The Ranch Subdivision, Filing No. 6., in the right-of-way of Zuni Street, south from the angled entryway at 120th Avenue to the north right-of-way line of 119th Avenue, all in the City of Westminster, Adams County, Colorado. The improvements include demolition and disposal of the existing perimeter fence currently at the above locations, and replacement of sod disturbed during construction.

Section 6. Improvements Authorized. The construction, installation and acquisition of the Project is hereby authorized and ordered. The materials to be used for the construction, installation and acquisition of the Project shall be in accordance with the engineering plans and specifications.

Section 7. Assessment of Costs. The estimated probable cost of the Improvements to be assessed against the property in the District, including capitalized insurance and maintenance of the Improvements for a period of ten (10) years, engineering, and the costs of organizing the District, is \$300,724.00. Said amount is expected to be assessed against the property in the District on per-lot basis. The estimated probable cost per lot is \$4,627.00. In the judgment of the City Council the foregoing method of assessment reflects the benefits which accrue to the properties to be assessed, as shown by the estimates of the Engineer. Such cost estimates and approximate amounts to be assessed have been formulated in good faith on the basis of the best information available, but are not binding. After a hearing on the assessments the City Council may make such modifications and changes to the assessments as may seem equitable. The cost of the Project shall be assessed, by ordinance, upon all real property within the District based upon the benefit conferred by the improvements upon each lot within the District.

Section 8. Payment of Assessments. The assessments for the Project may be paid in ten (10) equal annual installments of principal, with interest on unpaid principal. The installments of assessments will begin in 2005 and end in 2014, and the rate of interest to be paid on unpaid principal shall not exceed 6.00% *per annum*, as shall later be determined by the City Council and set forth in the assessing ordinance. The assessments will be due and payable without demand within sixty (60) days from and after the final publication of an ordinance assessing the cost of said improvements against the real property in the District. If any owner of such real property fails to pay the whole of such assessment against his or her property within said sixty (60) days, then the whole cost of the improvements so assessed against such property shall be payable in not more than ten (10) equal annual installments of principal, with interest on unpaid principal as aforesaid. The first of such installments shall be due and payable at such time as may be determined in and by the assessing ordinance, and the remainder of said installments shall be due and payable successively on the same day in each year thereafter until all are paid in full.

Section 9. Repealer. All ordinances, orders, bylaws, resolutions, or parts thereof inconsistent or in conflict herewith are hereby repealed to the extent only of such inconsistency or conflict.

Section 10. Severability. Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such determination shall not affect, impair, or invalidate the remaining provisions hereof, the intention being that the various provisions hereof are severable.

Section 11. Effective Date. This ordinance shall take effect upon its passage after second reading.

Section 12. Publication. 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 25th day of October, 2004.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 8th day
of November, 2004.

Nancy McNally, Mayor

ATTEST:

Michele Kelley, City Clerk

BY AUTHORITY

ORDINANCE NO. _____

COUNCILLOR'S BILL NO. **76**

SERIES OF 2004

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE CREATING THE RANCH SUBDIVISION SPECIAL IMPROVEMENT DISTRICT NO. 2, ORDERING THE CONSTRUCTION, INSTALLATION, AND ACQUISITION OF CERTAIN PERIMETER WALL IMPROVEMENTS, TOGETHER WITH NECESSARY INCIDENTALS, AND PROVIDING OTHER DETAILS IN CONNECTION THEREWITH.

WHEREAS, the City of Westminster, Colorado (the "City") is a municipal corporation and political subdivision of the State of Colorado organized and existing as a home rule city pursuant to authority in Article XX of the Colorado Constitution; and

WHEREAS, pursuant to Part 5 of Article 25, Title 31, Colorado Revised Statutes, the City has the power to create improvement districts for the purpose of constructing, installing, or acquiring local improvements of every character within such districts, and to assess the costs thereof, wholly or in part, upon the property specially benefited within such districts; and

WHEREAS, on or about September 16, 2004, the City received a petition (the "Petition") requesting the organization of a special improvement district, designated The Ranch Subdivision Special Improvement District No. 2 (the "District"), for the construction, installation, and acquisition of perimeter wall improvements, together with necessary incidentals (the "Improvements"), the entire costs thereof to be assessed against the property in the Ranch Subdivision Filing No. 2, as identified in the Petition; and

WHEREAS, the Petition is signed by the owners of property proposed to be assessed for more than sixty percent (60%) of the entire costs estimated to be assessed; and

WHEREAS, by Resolution No. 59, Series of 2004, adopted by the City Council at a meeting thereof held September 27, 2004, the City Council made and entered a preliminary order for the Improvements (the "Resolution"); and

WHEREAS, the City Council scheduled and gave notice of a public hearing concerning the creation of the District and the construction, installation, and acquisition of the improvements by publication in at least one issue of *The Westminster Window*, a newspaper of general circulation in the City, at least twenty (20) days prior to the date of the hearing, and in addition, notice was mailed by first-class mail to each property owner to be assessed for the cost of improvements who is included within the proposed District, on or about the date of such publication; and

WHEREAS, at the time and place set forth in the notice, the City Council met in open session for the purpose of hearing any complaints or objections that might be made against the proposed District or the improvements to be constructed or installed.

NOW THEREFORE, THE CITY OF WESTMINSTER, COLORADO ORDAINS:

Section 1. Findings. The above and foregoing recitals are incorporated herein by reference and are adopted as findings and determinations of the City Council. The City Council further finds and determines that the improvements proposed to be constructed, installed and acquired confer a special benefit upon the real property in the District to be assessed for the costs thereof and a general benefit to the City as a whole. The City Council further finds and determines that there exists a necessity for the creation of The Ranch Subdivision Special Improvement District No. 2 in the City, and for the construction and installation therein of certain perimeter wall improvements, together with necessary incidentals, as provided in the Resolution.

Section 2. Creation of District. A special improvement district for the construction, installation, and acquisition of certain perimeter wall improvements, together with necessary incidentals, hereinafter described (the "Project"), is hereby created and established in accordance with the laws of the State of Colorado, and shall be known and designated

The "Ranch Subdivision Special Improvement District No. 2 (the "District"). All proceedings heretofore taken and adopted in connection with the District are hereby ratified, approved, and confirmed.

Section 3. Approval of Engineering Plans. The reports of the engineer for the Project, together with all of the details, specifications, estimates, maps, and schedules thereto attached or appended, as on file in the office of the Community Development Department of the City, are hereby approved and adopted. The improvements and estimated assessments are described in more detail in the preliminary engineering report on file in the office of the City of Westminster Community Development Department.

Section 4. Boundary of District. The area to be included within the District will consist of all of the lots in The Ranch Subdivision Filing No. 2, a replat of a portion of Front Range Country Club Second Filing Subdivision, and a part of the Sections 4 and 5, Township 2 South, Range 68 West of the 6th Principal Meridian, City of Westminster, County of Adams, State of Colorado, more particularly described as follows:

Lots 1-38, inclusive, Block 1,
Lots 1-16, inclusive, Block 2,
Lots 1-31, inclusive, Block 3,
Lots 1-17, inclusive, Block 4.

Only the property described above will receive an assessment for the costs of the improvements.

Section 5. Description of Project. The Project shall consist of a single-thickness brick perimeter wall, with foundation, cap, and major and minor brick columns, having elevations varying from 6 feet to 12 feet above existing grade, located in the right-of-way of 120th Avenue, extending approximately 881 linear feet along the north boundary of the District to an angled entryway at Zuni Street, thence approximately 258 linear feet along the west boundary of Block 1, The Ranch Subdivision Filing No. 2, in the right-of-way of Zuni Street, south from the angled entryway at 120th Avenue to the north right-of-way line of 119th Avenue, all in the City of Westminster, Adams County, Colorado. The improvements include demolition and disposal of the existing perimeter fence currently at the above locations, and replacement of sod disturbed during construction.

Section 6. Improvements Authorized. The construction, installation and acquisition of the Project is hereby authorized and ordered. The materials to be used for the construction, installation and acquisition of the Project shall be in accordance with the engineering plans and specifications.

Section 7. Assessment of Costs. The estimated probable cost of the Improvements to be assessed against the property in the District, including capitalized insurance and maintenance of the Improvements for a period of ten (10) years, engineering, and the costs of organizing the District, is \$268,984.00. Said amount is expected to be assessed against the property in the District on per-lot basis. The estimated probable cost per lot is \$2,441.00. In the judgment of the City Council the foregoing method of assessment reflects the benefits which accrue to the properties to be assessed, as shown by the estimates of the Engineer. Such cost estimates and approximate amounts to be assessed have been formulated in good faith on the basis of the best information available, but are not binding. After a hearing on the assessments the City Council may make such modifications and changes to the assessments as may seem equitable. The cost of the Project shall be assessed, by ordinance, upon all real property within the District based upon the benefit conferred by the improvements upon each lot within the District.

Section 8. Payment of Assessments. The assessments for the Project may be paid in ten (10) equal annual installments of principal, with interest on unpaid principal. The installments of assessments will begin in 2005 and end in 2014, and the rate of interest to be paid on unpaid principal shall not exceed 6.00% *per annum*, as shall later be determined by the City Council and set forth in the assessing ordinance. The assessments will be due and payable without demand within sixty (60) days from and after the final publication of an ordinance assessing the cost of said improvements against the real property in the District. If any owner of such real property fails to pay the whole of such assessment against his or her property within said sixty (60) days, then the whole cost of the improvements so assessed against such property shall be payable in not more than ten (10) equal annual installments of principal, with interest on unpaid principal as aforesaid. The first of such installments shall be due and payable at such time as may be determined in and by the assessing ordinance, and the remainder of said installments shall be due and payable successively on the same day in each year thereafter until all are paid in full.

Section 9. Repealer. All ordinances, orders, bylaws, resolutions, or parts thereof inconsistent or in conflict herewith are hereby repealed to the extent only of such inconsistency or conflict.

Section 10. Severability. Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such determination shall not affect, impair, or invalidate the remaining provisions hereof, the intention being that the various provisions hereof are severable.

Section 11. Effective Date. This ordinance shall take effect upon its passage after second reading.

Section 12. Publication. 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 25th day of October, 2004.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 8th day
of November, 2004.

Nancy McNally, Mayor

ATTEST:

Michele Kelley, City Clerk



**WESTMINSTER
COLORADO**

Agenda Memorandum

City Council Meeting
November 8, 2004



SUBJECT: Second Reading of Councillor’s Bill No. 77 re Corley Coffee Lease at Sun Microsystems Ice Centre

Prepared By: Bill Walenczak, Director of Parks, Recreation and Libraries

Recommended City Council Action:

Pass Councillors Bill No. 77 on second reading, authorizing the City Manager to sign a lease agreement between the City of Westminster, Hyland Hills Park and Recreation District (through its recreational facilities enterprise) and Corley Coffee Reserve Inc. for the lease of approximately 1,950 square feet of space in the Sun Microsystems Ice Centre.

Summary Statement

- Corley Coffee plans to operate this space as a coffee/juice shop and lounge serving a variety of coffee’s, juice beverages, smoothies, protein bars, baked goods and ice cream.
- They also plan to offer a service for cleaning sports gear (primarily hockey).
- This was formerly leased to Quest Diagnostics, which vacated the space in 2003 due to lack of sufficient business at this location.
- City Staff believes that this type of use is compatible with other activities and uses at the Promenade.
- The agreed-to rent for this space is \$3,575.20 per month, (or \$22 per square foot) which Staff believes is a good base rate based on current market conditions.
- The proposed use of this space is in compliance with the current zoning.
- The Hyland Hills Board of Directors has reviewed this lease agreement and approved the terms as presented.
- In addition, this agreement has been reviewed and is recommended for approval by the City Attorney’s Office.
- This Councillor’s Bill was passed on first reading on October 25, 2004.

Expenditure Required: \$0

Source of Funds: N/A

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO.

SERIES OF 200__

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE APPROVING A CONCESSION AGREEMENT BETWEEN THE CITY, HYLAND HILLS PARK AND RECREATION DISTRICT, AND CORLEY COFFEE RESERVE INC. FOR THE LEASE OF A PORTION OF THE ICE CENTRE AT THE WESTMINSTER PROMENADE FOR A COFFEE SHOP/JUICE BAR.

WHEREAS, City Council previously authorized an intergovernmental agreement between the City and the Hyland Hills Park and Recreation District for the purpose of constructing and operating an Ice Centre at the Westminster Promenade; and

WHEREAS, the City and Hyland Hills have selected Corley Coffee Reserve Inc. as one of the tenants at the Ice Centre's retail space; and

WHEREAS, the final form of the lease agreement has been agreed to by the parties; and

WHEREAS, the City Charter requires such leases to be approved by ordinance.

THE CITY OF WESTMINSTER ORDAINS:

Section 1: The Lease Agreement between the City, Hyland Hills Park and Recreation District, acting by and through its Recreational Facilities Enterprise, and Corley Coffee Reserve Inc. for the lease of a portion of the Ice Centre at the Westminster Promenade for a coffee shop/juice bar is approved.

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 25th day of October, 2004.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 8th day of November, 2004.

ATTEST:

Mayor

City Clerk



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
November 8, 2004



SUBJECT: Second Reading of Councillor's Bill No. 78 re House Rental Lease for the Strasburg Natural Resource Farm

Prepared By: Ron Hellbusch, Special Projects Coordinator

Recommended City Council Action

Adopt Councillor's Bill No. 78 on second reading authorizing the City Manager to sign the house rental lease agreement located at 57401 E. 88th Avenue at the City's Strasburg Natural Resource Farm.

Summary Statement

- City Council action is requested to pass the attached Councillors Bill on second reading
- This Councillor's Bill was passed on first reading on October 25, 2004.
- The City of Westminster owns an approximately 3,000 acre farm used for Bisosolids application.
- There are four houses on the 3,000 acre farm, which collectively with the farmland leases, generate approximately \$50,000 per year income for the City.
- City Staff has negotiated a lease agreement with tenants, and is seeking City Council approval of the house lease agreement located at 57401 E. 88th Avenue.
- This house lease is for a one-year period of time with a monthly rental rate of \$600 and includes a \$600 deposit. Staff has recently surveyed the surrounding market and this rate is competitive with other comparable housing in the area.
- Leasing of property owned by the City must be ratified by ordinance under Section 13.4 of the City's Charter.

Expenditure Required: \$ 0

Source of Funds: N/A

Respectively submitted,

J. Brent McFall
City Manager
Attachment

BY AUTHORITY

ORDINANCE NO.
SERIES OF 2004

COUNCILLOR'S BILL NO.
INTRODUCED BY COUNCILLORS

A BILL
FOR AN ORDINANCE TO APPROVE A HOUSE LEASE AT THE CITY'S
STRASBURG NATURAL RESOURCE FARM

WHEREAS, the City owns property in central Adams County for the purposes of applying biosolids; and

WHEREAS, it is in the City's interest to maximize the income generated from such operation by collecting rental income from the houses location on the farm,

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Manager is hereby authorized to execute a house lease with the following parties as summarized below:

Richard Jones and Karen Petersen, for the house located at 57401 E. 88th Avenue, Adams County, Colorado at a rental rate of \$600 per month.

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 25TH DAY OF OCTOBER, 2004.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED THIS 8TH DAY OF NOVEMBER, 2004

ATTEST:

Mayor

City Clerk



WESTMINSTER
COLORADO

Agenda Item 8 P

Agenda Memorandum

City Council Meeting
November 8, 2004



SUBJECT: Second Reading of Councillor's Bill No. 79 re 3rd Quarter Supplemental Appropriation

Prepared By: Karen Creager, Internal Auditor

Recommended City Council Action:

Adopt Councillor's Bill No. 79 on second reading providing for a supplemental appropriation to the 2004 budget of the General, General Capital Improvement and Open Space Funds.

Summary Statement

City Council action is requested to pass the attached Councillor's Bill on second reading, which authorizes a supplemental appropriation to the 2004 budget of the General, General Capital Improvement and Open Space Funds.

General Fund amendments total \$47,608.

General Capital Improvement Fund amendments total \$44,500.

Open Space Fund amendments total \$66,350.

This Councillor's Bill was passed on first reading October 25, 2004.

Expenditure Required: \$ 158,458

Source of Funds: The funding sources for these expenditures include grants, reimbursements, proceeds from land sales, training funds, contributions, easement payment and a rebate.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

BY AUTHORITY

ORDINANCE NO.

COUNCILOR'S BILL NO. **79**

SERIES OF 2004

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE AMENDING THE 2004 BUDGETS OF THE GENERAL, GENERAL CAPITAL IMPROVEMENT AND OPEN SPACE FUNDS AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2004 ESTIMATED REVENUES IN THE FUNDS.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2004 appropriation for the General Fund initially appropriated by Ordinance No. 2977 in the amount of \$71,828,317 is hereby increased by \$47,608 which, when added to the fund balance as of the City Council action on October 25, 2004 will equal \$86,639,207. 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 receipt of grants, reimbursements, training funds and a rebate..

Section 2. The \$47,608 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 |
|--------------------------|-----------------|----------------|-----------------|----------------|
| Federal Grants | 1000.40610.0000 | \$48,014 | \$25,645 | \$73,659 |
| General Misc | 1000.43060.0000 | 156,491 | 4,263 | 160,754 |
| PD Training | 1000.41360.0000 | 11,000 | 7,000 | 18,000 |
| Contributions | 1000.43100.0000 | 26,500 | 9,375 | 35,875 |
| Other Grants | 1000.40640.0000 | 0 | 1,325 | 1,325 |
| Total Change to Revenues | | | <u>\$47,608</u> | |

EXPENSES

| Description | Account Number | Current Budget | Amendment | Revised Budget |
|--------------------------|---------------------|----------------|-----------------|----------------|
| Overtime | 10025260.60400.0000 | \$190,900 | \$2,700 | \$193,600 |
| Elec & Gas | 10012390.67200.0000 | 7,300 | 3,463 | 10,763 |
| Comp Soft/hard | 10050620.75400.0000 | 9,500 | 1,325 | 10,825 |
| Overtime | 10020300.60400.0344 | 17,014 | 13,122 | 30,136 |
| Overtime | 10020500.60400.0000 | 629,620 | 4,200 | 633,820 |
| Unif & Equip | 10020500.61000.0000 | 123,375 | 5,623 | 128,998 |
| Other Equip | 10020500.76000.0000 | 213,993 | 800 | 214,793 |
| Career Dev | 10020050.61800.0612 | 11,000 | 7,000 | 18,000 |
| Spec Promo | 10030340.67600.0000 | 41,100 | 9,375 | 50,475 |
| Total Change to Expenses | | | <u>\$47,608</u> | |

Section 3. The 2004 appropriation for the General Capital Improvement Fund initially appropriated by Ordinance No. 2977 in the amount of \$9,036,000 is hereby increased by \$44,500 which, when added to the fund balance as of the City Council action on October 25, 2004 will equal \$19,592,662. The actual amount in the General Capital Improvement Fund on the date this ordinance becomes effective may vary from the amount set forth in this section due to intervening City Council actions. This appropriation is due the receipt of two grants.

Section 4. The \$44,500 increase in the General Capital Improvement 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 | 7500.40620.0000 | \$0 | \$44,500 | \$44,500 |
| Total Change to Revenue | | | \$44,500 | |

EXPENSES

| Description | Account Number | 2004 Adopted | Amendment | 2004 Revised |
|--------------------------|------------------------|--------------|-----------|--------------|
| South Westminster | 80175030024.80400.8888 | \$1,459,000 | \$44,500 | \$1,503,500 |
| Total Change to Expenses | | | \$44,500 | |

Section 5. The 2004 appropriation for the Open Space Fund initially appropriated by Ordinance No. 2977 in the amount of \$4,663,797 is hereby increased by \$66,350 which, when added to the fund balance as of the City Council action on October 25, 2004 will equal \$7,596,631. The actual amount in the Open Space Fund on the date this ordinance becomes effective may vary from the amount set forth in this section due to intervening City Council actions. This appropriation is due to the sale of land and the receipt of an easement payment.

Section 6. The \$66,350 increase in the Open Space 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 |
|--------------------------|-----------------|----------------|-----------|----------------|
| Sale of Assets | 5400.43040.0000 | \$2,852,453 | \$64,350 | \$2,916,803 |
| General | 5400.43060.0000 | 42,000 | 2,000 | 44,000 |
| Total Changes to Revenue | | | \$66,350 | |

EXPENSES

| Description | Account Number | Current Budget | Amendment | Revised Budget |
|--------------------------|---------------------|----------------|-----------|----------------|
| Land Purchases | 54010900.76600.0000 | \$3,850,937 | \$66,350 | \$3,917,287 |
| Total Change to Expenses | | | \$66,350 | |

Section 7. – 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 8. This ordinance shall take effect upon its passage after the second reading.

Section 9. 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 25th day of October, 2004.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 8th day of November, 2004.

ATTEST:

Mayor

City Clerk



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
November 8, 2004



SUBJECT: Resolution No. 69 re: Contract with the Colorado Department of Transportation and an Intergovernmental Agreement with Adams County for Cost Sharing for the West 80th Avenue and Federal Boulevard Intersection Project

Prepared By: Steve Baumann, Assistant City Engineer
Michael Normandin, Transportation Engineer

Recommended City Council Action

Adopt Resolution No. 69 authorizing the City Manager to execute a contract with the Colorado Department of Transportation for the design, right-of-way acquisition and construction of the intersection improvements at 80th Avenue and Federal Boulevard; authorize the City Manager to execute an Intergovernmental Agreement (IGA) with Adams County which confirms their financial participation in the project; authorize the expenditure of \$214,750 for the City's share of costs and charge the expense to the 80th Avenue and Federal Boulevard project account in the General Capital Improvement Fund.

Summary Statement

- The City has been awarded federal funds for the improvements to the 80th Avenue and Federal Boulevard intersection as part of the 2003-2008 Transportation Improvement Program (TIP) administered by the Denver Regional Council of Governments (DRCOG) and the Colorado Department of Transportation (CDOT). To secure this funding, the City of Westminster must execute a contract with CDOT.
- The proposed contract with CDOT addresses the federal, State and local funding levels, the federal regulations that apply to the project and the project responsibilities of the City and CDOT. Adequate funds have been budgeted in Fiscal Years 2004, 2005 and 2006 for this project. The City's local match for fiscal years 2004 and 2005 is \$214,750 and will be applied toward design, right-of-way acquisition and utility relocation activities that will need to precede construction. City Staff will request authorization for the construction funding in 2006, when the construction bids are expected to be received.
- The proposed IGA with Adams County addresses their financial participation in the project. The City, Adams County and CDOT are providing the local matching funds for the subject project. A table is provided in this memorandum that summarizes the various funding levels provided by Federal, State, City and County sources.
- A total of just under \$2.5 million in federal funds have been committed to this project (or 82.8% of the total project cost).
- The proposed contract with CDOT and the IGA with Adams County have been reviewed and approved by the City Attorney's Office Staff.

Expenditure Required: \$214,750

Source of Funds: General Capital Improvement Fund – 80th Avenue and Federal Boulevard Intersection Project

Policy Issue

Should the City continue with the effort to improve the intersection of 80th Avenue and Federal Boulevard and enter into a contract with the Colorado Department of Highways and an Intergovernmental Agreement with Adams County so the project can proceed to design and construction?

Alternative

Do not authorize execution of the contract with CDOT and the IGA with Adams County. This is not recommended because the City has an opportunity to improve this intersection with significant contributions from federal funding sources, CDOT and Adams County.

Background Information

In February 2002, the City of Westminster submitted project applications to DRCOG for 2003-2008 Transportation Improvement Plan (TIP) funding. One of the project applications was for improvements to the 80th Avenue and Federal Boulevard intersection which is routinely congested during rush hours. Current peak-hour left turn movements and southbound right-turn volumes and the limited turn lane storage areas indicate the need for the proposed intersection improvements. The proposed improvements include the widening of Federal Boulevard to provide for northbound double left turn lanes, a southbound right-turn lane and continuous sidewalks.

CDOT and Adams County agreed to join with the City of Westminster and were identified as co-sponsors on the project application. This resulted in the project receiving additional points in the prioritization process and ultimately qualifying for 2003-2008 DRCOG TIP funding. A breakdown of the TIP funding is shown below.

| Fiscal Year | Federal | State | City of Westminster | Adams County | Total | Activities |
|--------------------|--------------------|------------------|----------------------------|---------------------|--------------------|--------------------------|
| 2004 | \$ 259,000 | \$ 35,000 | \$ 34,750 | \$ 17,250 | \$ 346,000 | Design |
| 2005 | \$ 450,000 | \$180,000 | \$180,000 | \$ 90,000 | \$ 900,000 | ROW & Utility Relocation |
| 2006 | \$1,788,000 | \$238,000 | \$237,815 | \$119,185 | \$2,383,000 | Construction |
| Totals | \$2,497,000 | \$453,000 | \$452,565 | \$226,435 | \$3,629,000 | |

The design, environmental assessment, right-of-way acquisition and construction management will be provided by CDOT Staff. These responsibilities are outlined in the City’s proposed contract with CDOT. The cost of the CDOT services will be charged to the project at a rate consistent with what a consulting engineering firm would charge.

The IGA with Adams County addresses its financial participation in this project. The City is identified as the “Local Agency” in the proposed contract with CDOT. Adams County will pay the City for its share of the project. The County’s funds will be deposited into the 80th Avenue and Federal Boulevard Project Account and the City will expend the funds for project expenses as the “Local Agency.”

The project design, right-of-way acquisition and utility relocations will occur during 2005 and part of 2006. Authorization for expenditures for those activities is being requested here. It is anticipated that the project will be advertised for construction bids in mid to late 2006 with actual construction occurring in late 2006 through 2007. Construction funding, budgeted for 2006, would be authorized at that time.

Respectfully submitted,

J. Brent McFall
City Manager
Attachments

RESOLUTION

RESOLUTION NO. **69**

INTRODUCED BY COUNCILLORS

SERIES OF 2004

A resolution of the City Council of the City of Westminster approving a Contract between the City of Westminster and The Colorado Department of Transportation (CDOT) for the design, right-of-way acquisition and construction of the improvements at the intersection of 80th Avenue and Federal Boulevard.

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

WHEREAS, the Contract identifies the Federal, State and Local funding levels for the Design, Right-of-Way Acquisition and Construction of improvements at the 80th Avenue and Federal Boulevard intersection.

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

1. That the Contract between the City of Westminster and the Colorado Department of Transportation pertaining to the 80th Avenue and Federal Boulevard intersection, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved
2. That the City Manager is hereby authorized to execute and the City Clerk to attest the attached Contract.

Passed and adopted this 8th day of November, 2004.

ATTEST:

Mayor

City Clerk



**WESTMINSTER
COLORADO**

Agenda Memorandum

City Council Meeting
November 8, 2004



SUBJECT: Revised Employment Agreement with John A. Stipech and \ Councillor's Bill No. 80 re Municipal Judge Salary

Prepared By: Matt Lutkus, Deputy City Manager for Administration

Recommended City Council Action

Authorize the Mayor to execute a revised employment agreement with John A. Stipech for his services as Presiding Judge for 2005 with an effective date of January 1, 2005 and an automatic renewal for 2006 unless terminated by City Council.

Pass Councillor's Bill No. 80 on first reading amending the salary for the Municipal Judge for 2005 and authorizing a \$3,000 bonus for 2004.

Summary Statement

- City Council is requested to approve a revised employment agreement with John A. Stipech for services as Presiding Judge for a one-year period beginning January 1, 2005. The agreement will automatically be renewed for 2006 unless it is terminated by City Council no later than October 31, 2005.
- Judge Stipech's 2005 combined salary and deferred compensation will be \$109,164, which represents a three percent increase over his annual compensation for 2004. Assuming that the Judge chooses to defer the maximum deferred compensation allowed under Federal law, his annual compensation will be comprised of a salary of \$91,164 and a lump sum City-aid deferred compensation amount of \$18,000.
- The attached proposed agreement with Judge Stipech is similar to the current employment agreement with the exceptions of the total allocated for salary and deferred compensation, an increase in the termination notice time frame from four to six months, an increase in the severance pay in lieu of notice from one to six months, changes in language to address any potential concerns regarding compliance with the multiyear contract provision of the Taxpayers' Bill of Rights (TABOR) and a change in the effective dates of the contract.
- In addition to the increase in annual compensation for 2005, City Council has indicated they will provide Judge Stipech with a \$3,000 bonus in the current year in recognition of his job performance during the past 12 months.

Expenditure Required: \$3,000 (2004) \$109,164 plus the cost of fringe benefits as described in the attached employment agreement (2005)

Source of Funds: General Fund, Municipal Court Division Budget

Policy Issue

Whether to continue essentially the same agreement with John A. Stipech for 2005.

Alternative

Council could make further adjustments to the employment agreement with Judge Stipech.

Background Information

Since July 1991, City Council has used an employment contract for Presiding Judge services. This approach is consistent with the practice of having employment contracts with the City Manager and the City Attorney who also serve at the pleasure of City Council. The contract with the Presiding Judge addresses the overall duties of the position, the term of the agreement, compensation and benefits, professional development, and termination and separation provisions.

Judge Stipech was appointed July 1979 as an Associate Judge and as Presiding Judge January 1, 1996. He graduated from the University of Utah in 1967 with a Bachelor of Arts Degree and received his Juris Doctorate degree from the University of Denver Law School in 1971. He is a member of the Colorado and Adams County Bar Associations. Judge Stipech is an advisor to recipients of Habitat for Humanity homes, a member of the Westminster Rotary Club, and a member of the School District 50 Education Foundation Board of Directors.

The proposed employment agreement with Judge Stipech is similar to the current agreement that Council approved in October 2003 with exception of the effective dates of the agreement, the level of compensation, changes to the severance provisions and wording changes to address potential TABOR concerns.

The revised agreement will provide for a combined salary and deferred compensation of \$109,164. This amount is \$3,180 or 3% higher than his total salary and deferred compensation for 2004. The employment agreement allows the Judge to designate a portion of his salary as deferred compensation up to the maximum allowed under Federal law. The Judge's desire to defer the maximum amount of \$18,000 is reflected in the attached Councillor's Bill. At City Council's direction, the revised employment agreement also increases the required notice of termination from four to six months and the amount of severance paid in lieu of such notice from thirty days to six months.

This past summer, City Staff asked attorney John Hayes to review the Council's employment agreements with the City Manager, City Attorney, and Presiding Judge to ensure that these documents comply with all applicable laws. Mr. Hayes suggested changes in Section 2 of the agreements to address a possible challenge to the agreement under the Taxpayers' Bill of Rights (TABOR) provisions related to multiyear contracts. By changing the document from a two-year agreement, Section 3 also needed to be changed to ensure that the employees would continue to receive the designated amount of severance and pay regardless of when during the one-year period the agreement was terminated. The changes in the Presiding Judge's Employee Agreement are contained in Sections 2.A and D and 3.E.

Section 16.2 of the Westminster City Charter requires that the Council set the Presiding Judge's salary by ordinance. The Councillor's Bill addresses this requirement by updating the salary to reflect the amount listed in the proposed employment agreement.

Respectfully submitted,

J. Brent McFall, City Manager

Attachments

EMPLOYMENT AGREEMENT

THIS AGREEMENT, effective as of the 1st day of January, 2005, by and between the City of Westminster, State of Colorado, a municipal corporation, hereinafter called "CITY," and JOHN A. STIPECH, hereinafter called "EMPLOYEE," both of whom understand as follows:

WHEREAS, the CITY desires to continue to employ the services of John A. Stipech, as Presiding Municipal Judge of the City of Westminster as provided by City Charter, Chapter XVI, Section 16.2; 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

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

SECTION 1. DUTIES:

A. CITY hereby agrees to commence the employment of EMPLOYEE as Presiding Municipal Judge of CITY to perform the duties and functions specified in Section 16.2 of the City Charter, Chapter 22 of Title I of the City Code and such other legally and ethically permissible and proper duties and functions as the City Council shall from time to time assign.

B. EMPLOYEE shall administer the judicial component of the Municipal Court and shall be responsible for providing judicial coverage to insure efficient and expeditious hearing of all matters scheduled for hearing in the Court.

C. EMPLOYEE and the Court Administrator shall prepare and submit jointly a proposed budget for the Municipal Court following guidelines established by the City Manager. This budget shall be reviewed by the City Manager's Office and submitted to the City Council for final approval as part of the City Manager's recommended City Budget. Requests for changes in the budget during the fiscal year shall also be submitted through the City Manager's Office.

D. EMPLOYEE shall supervise the judicial staff of the Municipal Court as may be authorized by the City Council. EMPLOYEE shall provide advice and direction to the Court Administrator in connection with the governance of the Court staff.

SECTION 2. TERMS:

A. It is the intent of the City Council and the EMPLOYEE that EMPLOYEE will serve as Presiding Judge for calendar years 2005 and 2006. During the term of this Agreement, EMPLOYEE agrees to remain in the exclusive employ of CITY. Subject to the provisions of Section 2.D. and Section 3 of this Agreement, EMPLOYEE will serve as Presiding Municipal Judge for calendar years 2005 and 2006. EMPLOYEE is employed as a full-time employee and shall be compensated based upon his devoting normal business hours to his duties as Presiding Municipal Judge.

The term "employed" shall not be construed to include other judicial service, private law practice, 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 in Section 3, paragraph C of this Agreement.

D. This Employment Agreement is for a one-year term, but shall be automatically renewed for 2006 unless terminated no later than October 31, 2005.

SECTION 3. TERMINATION, NOTICE AND SEVERANCE PAY:

A. In the event City Council decides 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 Presiding Municipal Judge, then and in that event, the CITY agrees to give EMPLOYEE six (6) months' written notice or to pay EMPLOYEE a lump sum cash payment equal to his base salary for the ensuing six (6) months. In the event the City elects to terminate this Agreement without giving EMPLOYEE six (6) months' advance written notice thereof, the EMPLOYEE shall have as his sole and exclusive remedy the severance payment equal to six (6) months of EMPLOYEE'S base salary as provided in this paragraph and EMPLOYEE shall have no other rights or claims against the CITY and hereby expressly waives and releases the same, 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 six (6) 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 paragraph D in Section 2.

E. In the event this Agreement is not renewed by the City Council, such non-renewal shall be considered a termination as provided for in Section 3.A hereof and shall entitle EMPLOYEE to the lump sum cash payment described therein.

SECTION 4. SALARY:

A. Effective January 1, 2005, the CITY agrees to pay EMPLOYEE for his services rendered pursuant hereto a combined annual salary and deferred compensation of \$109,164. EMPLOYEE'S salary shall be payable in installments at the same time as other employees of the CITY are paid, except that the EMPLOYEE may elect to receive a portion of his compensation in the form of a lump sum amount of deferred compensation up to the then current maximum allowed by law.

B. CITY agrees to review the EMPLOYEE'S performance annually, no later than October 31 of each year. Salary evaluation each year shall be at the discretion of the CITY. Such evaluation shall consider the salary of judges of similar municipalities.

SECTION 5. HOURS OF WORK:

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.

SECTION 6. 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 7. PROFESSIONAL DEVELOPMENT:

CITY agrees to budget and to pay registration, travel and subsistence expenses of EMPLOYEE for professional and official travel to meetings and occasions related to the professional development of EMPLOYEE and to official and other functions as a representative of the City, including, but not limited to, the American Bar Association, the Colorado Bar Association, the Colorado Municipal Judges Association, and continuing legal education courses and seminars related to topics of the judiciary. In addition to reasonably funding educational/training programs for EMPLOYEE'S professional staff, sufficient funds shall be budgeted to permit EMPLOYEE to attend at least one national, one statewide, and one local educational/training program each year.

SECTION 8. 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 9. FRINGE BENEFITS:

EMPLOYEE will be allowed all benefits as are extended to Department Head level employees, including the monthly car allowance, except that when such benefits are in conflict with this contract, said contract shall control. The EMPLOYEE'S years of service with the City in an unbenefited capacity will be treated as years of continuous municipal service when the level of employee benefits is computed.

SECTION 10. 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 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.

C. EMPLOYEE is ultimately responsible for providing judicial coverage of all docketed matters in the Westminster Municipal Court.

SECTION 11. 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, 2005, and if automatically renewed shall be in effect through December 31, 2006.

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

F. Effective January 1, 2005, this Agreement replaces and supersedes prior employment agreements between CITY and employer.

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.

Approved by the Westminster City Council on November 8, 2004, contingent upon approval of the Councillor's Bill amending Municipal Judge salary.

ATTEST:

City Clerk

Nancy McNally, Mayor

John A. Stipech

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **80**

SERIES OF 2004

INTRODUCED BY COUNCILLORS

A BILL
FOR AN ORDINANCE AMENDING THE SALARY OF THE MUNICIPAL JUDGE
THE CITY OF WESTMINSTER ORDAINS:

Section 1. Title 1, Chapter 7 of the Westminster Municipal Code is hereby amended as follows:

1-7-2: MUNICIPAL JUDGE: The salary of the Municipal Judge shall be as follows:

~~\$89,984~~ \$91,164 per annum payable bi-weekly plus ~~\$16,000~~ \$18,000 in City-paid deferred compensation.

IN ADDITION, THE JUDGE SHALL RECEIVE A BONUS OF \$3,000 PAYABLE AS A LUMP SUM IN 2004.

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 on January 1, 2005.

Section 4. The title and purpose of this ordinance shall be published prior to its consideration on second reading. The full text of this ordinance shall be published within ten (10) days after its enactment after second reading.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 8th day of November 2004.

ATTEST:

Mayor

City Clerk



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
November 8, 2004



SUBJECT: Councillor's Bill No. 81 re Vacation of Easement within Prospectors Point

Prepared By: Melanie Walter, Senior Civil Engineer

Recommended City Council Action

Pass Councillor's Bill No. 81 on first reading, vacating a certain portion of a sanitary sewer easement for Block 3 of the plat for Prospector's Point

Summary Statement

- City Council action is requested to pass the first reading the attached Councillor's Bill to vacate a portion of a certain easement located within Block 3 of Prospector's Point (see attached maps).
- A 20-foot wide sanitary sewer easement was granted to the City by the final plat for Prospector's Point on September 5, 1979.
- A public sanitary sewer was constructed in this easement for the use of the residents within the development.
- The current property owner has relocated a portion of the sanitary sewer in order to construct parking and landscape islands for the last two buildings to be constructed on this site. A new easement has been provided for the relocated portion of the main.
- A legal description of the portion of this easement to be relocated is included within the Background Information section of this agenda memorandum.
- City Staff has determined that the subject easement is no longer needed by the City.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

Shall the City Council vacate a portion of this sanitary sewer easement, which by City Code, must be vacated by an ordinance of the City Council?

Alternative

Do not vacate this utility easement. This alternative is not recommended because the subject portion of the easement is not needed by the City and there are no utility lines located within the easement.

Background Information

In 1979, Prospector's Point was subdivided into four blocks on which multi-family housing was to be constructed. In order to provide service to the buildings within Block 3, a sanitary sewer main line was extended south from W. 87th Place. The northernmost buildings planned within Block 3 were not constructed at that time.

The City has recently accepted a plan that shows a reconfiguration of building locations from the original plan in 1979. In order to accommodate the current parking and landscaping requirements, a portion of the sanitary sewer within the original 20-foot easement was relocated to approximately 20 feet to the east. A new easement for the relocated portion of the main has been dedicated to the City.

The current owner has requested that this portion of the original utility easement be vacated in order to accommodate the parking and landscaping required for the project. Staff has determined that the portion of the original easement can be vacated since there are no utilities located within the subject easement nor are any planned for this area.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **81**

SERIES OF 2004

INTRODUCED BY COUNCILLORS

A BILL
FOR AN ORDINANCE VACATING A PORTION OF A SANITARY SEWER EASEMENT
WITHIN BLOCK 3 OF PROSPECTOR'S POINT

WHEREAS, certain easement was dedicated on the final plat for Prospector's Point Map No. 556, File No. 14, and Reception No. B220982, in the County of Adams; and

WHEREAS, this portion of sanitary sewer easement is not necessary for maintaining the City of Westminster's sanitary sewer lines; and

WHEREAS, the vacation is necessary since the sanitary sewer lines constructed within this portion of the easement were recently relocated and no utility lines will be constructed within the subject easement in the future.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. City Council finds and determines that the public convenience and welfare require the vacation of the portion of sanitary sewer easement in Sections 2 and 3 hereof.

Section 2. Legal Description of Utility Easements: See attached legal description for Easement A.

Section 3. This ordinance shall take effect upon its passage after second reading. The title and purpose of this ordinance shall be published prior to its consideration on second reading. The full text of this ordinance shall be published within ten (10) days after its enactment after second reading.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 8th day of November, 2004. PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 22nd day of November, 2004.

ATTEST:

Mayor

City Clerk



WESTMINSTER COLORADO

Agenda Memorandum

City Council Meeting
November 8, 2004



SUBJECT: 144th Avenue/Interstate 25 Interchange Amended Design and Construction IGA and an Amended Interstate 25 Corridor Growth Area Intergovernmental Agreement with the City of Thornton

Prepared By: Alan Miller, Special Projects Director
Marty McCullough, City Attorney
David W. Loseman, Senior Projects Engineer

Recommended City Council Action

Authorize the Mayor to sign an amended Design and Construction Intergovernmental Agreement between the Cities of Thornton and Westminster to share the cost and cooperate on the design of the proposed interchange at 144th Avenue and Interstate 25. This revised IGA will supersede the one previously authorized by City Council on December 8, 2003.

Authorize the Mayor to sign an amended "Interstate 25 Corridor Growth Area Intergovernmental Agreement" between the City of Thornton, the City of Westminster, the Thornton Development Authority (TDA) and the Westminster Economic Development Authority (WEDA). This revised IGA will supersede the Intergovernmental Agreement between the Cities, dated July 10, 2000.

Summary Statement

- The Cities of Thornton and Westminster have a strong interest in the planning and development of the I-25 Corridor and have shared the costs of the 136th Avenue Interchange, completed in July 2004.
- The Project Level Feasibility Study for the 144th Avenue Interchange is now complete and was approved by the Colorado Department of Transportation in November 2003.
- On December 8, 2003, Council authorized the City Manager to sign an IGA with Thornton for the 144th Avenue and I-25 Interchange. Since then a new IGA has been negotiated with Thornton. The primary change in this amended IGA is that Westminster will initially pay the cost to design, acquire right-of-way and construct the project with later reimbursement from Thornton.
- The "Expenditure Required" shown below was previously appropriated when Council authorized the original IGA on December 8, 2003. These funds are to be used to reimburse Thornton for the City's share of the cost of the Planning Studies, which is being administered by Thornton.
- The amended "Interstate 25 Corridor Growth Area Intergovernmental Agreement" modifies the original agreements method of revenue sharing by simplifying language and eliminating property tax from revenue sharing.
- Both IGA's have been reviewed and approved by the City Attorney's offices of Westminster and Thornton.
- Thornton is scheduled to take action on the two IGA's during their council meeting on November 9.

Expenditure Required: \$750,000 (this is 50% of the total cost, with the City of Thornton paying the remaining portion)

Source of Funds: General Capital Improvement Fund, 144th Avenue Interchange Account

Policy Issues

Should the City of Westminster continue in its efforts to construct a new interchange at 144th Avenue and Interstate 25; and further to formalize that commitment in an amended Design and Construction Intergovernmental Agreement with the City of Thornton?

Should the City of Westminster modify the existing revenue sharing agreement with the City of Thornton?

Alternative

Do not authorize the execution of the revised Design and Construction Intergovernmental Agreement. This is not recommended because Westminster will benefit equally from the construction of the interchange, which is needed to relieve traffic and provide areas for future development.

Do not approve the amended Interstate 25 Corridor Growth Area Intergovernmental Agreement with Thornton. This is also not recommended because Westminster will benefit equally from the terms of this amended agreement.

Background Information

Staff from the Cities of Thornton and Westminster began joint planning of the 136th Avenue interchange with I-25 several years ago. Both cities are equally interested in advancing the approvals and progress of new 144th Avenue Interchange and confirming its place on the Denver Regional Council of Government's Regional Transportation Plan. The required Systems Level Feasibility Study of the 144th Avenue interchange was completed in 2001. The Project Level Feasibility Study was completed in November 2003. This determined that a diamond interchange design is the preferred alternative for 144th Avenue and I-25. The Colorado Department of Transportation and the Federal Highway Administration have approved moving ahead on the 144th Interchange project. The next step is to complete the planning study process that will allow the final design and construction of the interchange.

With Council's approval of the attached amended Intergovernmental Agreement, staff will immediately complete the Planning study process and the implementation of the final design of the project. Once the design is completed, it is anticipated that construction will begin during the fall of 2005.

The amended Interstate 25 Corridor Growth Area Intergovernmental Agreement has been under discussion for over a year with the intent to simplify the provisions. The new document clarifies that business assistance arrangements come out after revenue is shared. Also, Property Tax revenues are eliminated from revenue sharing which greatly simplifies the agreement. Overall the agreement continues to be consistent with the intent to share revenues with Thornton along the I-25 corridor within the same area as in the past.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment: Amended Design and Construction Intergovernmental Agreement
Amended Interstate 25 Corridor Growth Area Intergovernmental Agreement

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF THORNTON
AND THE CITY OF WESTMINSTER FOR THE DESIGN AND CONSTRUCTION OF
THE 144TH AVENUE AND INTERSTATE 25 INTERCHANGE**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2004, by and between the CITY OF THORNTON, a Home rule municipal corporation ("Thornton", and the CITY OF WESTMINSTER, a home rule municipal corporation ("Westminster") (or collectively referred to as the "City or Cities, Party or Parties").

WITNESSETH:

WHEREAS, Section 18(2)(a) of Article XIV of the Colorado Constitution and Sections 29-1-201, *et seq.*, and 29-20-105 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and

WHEREAS, the growth of residential and commercial development along I-25 is a matter of local concern to the Cities and such concern affects the health, safety and welfare of the citizens of each of the Cities; and

WHEREAS, the Cities, along with the City of Broomfield, entered into an Intergovernmental Agreement dated June 18, 1997, to jointly fund the North I-25 Corridor Study, Phase 1, that evaluated each of the Cities needs, the possible locations for future I-25 interchanges and recommended, among other things, an interchange at 144th Avenue; and

WHEREAS, the Cities are parties to that certain "Interstate 25 Corridor Growth Area Intergovernmental Agreement," dated _____, 2004, (the "Revenue Sharing JGA", which provides, among other things, for the sharing of sales tax revenues within the I-25 Corridor between 132nd Avenue to the south, 150th Avenue to the north, Huron Street to the west and Washington Street to the east; and

WHEREAS, Thornton has entered into an agreement with Washington Group International, Inc. successor in interest to MK Centennial to perform Feasibility Studies and Environmental Assessment for the 144th Interchange ("Planning Studies");

WHEREAS, Westminster, in furtherance of its North Huron Urban Renewal Plan, desires to lead the construction activities for the 144th Avenue Interchange to promote the development of this area;

WHEREAS, the Cities desire to enter into an agreement for the design, construction and financing of the 144th Avenue Interchange ("the Project") in accordance with the provisions contained herein.

NOW, THEREFORE, in consideration of the promises and conditions contained herein the Cities hereto agree as follows:

I. ADMINISTRATION

A. Preliminary Requirements

Within ten (10) days of the execution of this Agreement, Thornton shall submit the Planning Studies to CDOT for approval.

B. Design Engineer

Westminster has selected Felsburg, Holt & Ulevig ("FHU") to be the Design Engineer for the Project as more particularly described in Paragraph I(C). At the time that the Project design is complete and both Parties concur with the completed design, the Parties shall exchange letters with each other to that effect in accordance with the notice provisions provided in Section IV herein.

C. Project Design and Scope

1. The Project scope ("Scope") shall include the 144th Interchange at I-25 as well as street, stormwater drainage, landscaping and traffic signalization improvements to 144th Avenue west to Huron Street and east to Washington Street. The Scope shall be prepared in compliance with the City of Thornton Standards and Specifications for those improvements located in Thornton, and the City of Westminster Standards and Specifications for those improvements located in Westminster.

2. The Scope shall include legal descriptions of the right-of-way acquisition requirements for the Project consistent with the approved design.

3. Westminster shall administer the Design Contract awarded to FHU. The completed design shall be similar to and compatible with the design of the 136th Avenue bridge over I-25.

D. Right-of-Way

Westminster and Thornton shall cooperate in the acquisition of the necessary property interests as defined in the Project Design final approved right-of-way plans. Westminster shall be responsible for the initial costs associated therewith subject to repayment by Thornton as described in Paragraph 11. Thornton may, if necessary, assist Westminster in the acquisition of the right-of-way needed for the Project within Thornton. Any acquisition costs that exceed the fair market value of the right-of-way, as determined by Westminster's independent MAI appraisal, shall be borne exclusively by Westminster. Westminster shall dedicate any right-of-way acquired by Westminster within Thornton to Thornton at the time of substantial completion of the Project.

E. Permits and other Approvals

The Parties hereto shall cooperate with each other and with the selected construction contractor in connection with any necessary municipal, state, federal or other permitting associated with the Project. All permits and approvals as required by state and federal authorities such as but not limited to the 404 Permit, the FONSI and the NPDES shall be acquired as necessary in accordance with the Contract Documents.

F. Project Management-Construction Services

1. Westminster shall engage a project management firm ("PM") to assist with administering and overseeing the construction of the Project. The Parties shall jointly develop a scope of services and agreement for the PM and shall jointly select the PM and Westminster shall advertise for a PM through its normal request for proposal process. The Parties shall

equally bear the costs associated with the PM, with Thornton's share to be repaid pursuant to Paragraph 11.

2. Thornton and Westminster shall each designate a City Representative who shall oversee the Project on behalf of each City. Each City Representative shall remain current on all events impacting the Project and shall respond to all issues such that the Project is not adversely impacted.

G. Construction

It is the intent of the parties to complete the construction of the Project following the completion of the final design for the Project and the attainment of all necessary CDOT and other governmental approvals.

1. Project Completion

Neither Party shall have the right to stop or significantly delay construction, or to take any action that would cause construction to be stopped or significantly delayed, without the written consent of the other Party.

2. Contract Documents

Upon completion of the design, Thornton and Westminster shall approve the contract bid documents for the construction portion of the Project. The plans and specifications in the contract bid documents for the portion of the Project located in the Colorado Department of Transportation right-of-way and improvements shall be prepared in compliance with Federal Highway Administration ("FHWA") requirements and to the extent required shall be prepared to comply with Colorado Department of Transportation ("CDOT") regulations. The Cities acknowledge that within the Project there are areas under the jurisdiction of each of the Cities. The Cities agree that the portion of the Project located outside of the CDOT right of way and located within its jurisdiction shall be designed and constructed in accordance with that City's standards and specifications. The contract documents will include a bid schedule for each of the three categories: work to be completed in Thornton; work to be completed in Westminster; and work to be completed in the CDOT right-of-way in order to enable the Parties to determine which entity is responsible for the costs associated with the contractor's pay requests. Upon finalization of the contract documents, Westminster shall advertise the Project for construction bids. Upon receipt of the bids, the Parties shall jointly select the construction contractor based on the lowest responsible bidder. Westminster shall award, execute and administer the contract for construction in cooperation with Thornton.

3. Invoices

The contract documents shall require the contractor to invoice Westminster for work completed in both jurisdictions

3. Change Orders

The City Representatives shall meet on a weekly basis to review all Project change orders. The Cities agree that each City has sole discretion to challenge or dispute any change order that solely affects work in that portion of the Project located inside of that Party's

jurisdiction unless such dispute delays the Project work. In that case, the City Representatives shall use their best efforts to resolve the disputed change order. In the event the City Representatives are unable to resolve the disputed change order, the issue will be resolved in accordance with the dispute resolution provisions provided in Paragraph V herein.

II. PROJECT FUNDING

A. The Parties shall equally share all Project costs located within the CDOT right-of-way. Each Party shall be responsible for the costs associated with right-of-way acquisition and construction within its jurisdiction in connection with the Project except as specifically provided herein. Both Parties acknowledge that each Party has the sole discretion to expand the Project work and associated budget for work that is to be performed solely within that Party's jurisdiction except that Thornton may not increase the cost of their portion of the Project above \$15,000,000 unless they pay for such increases directly to the contractor.

B. Thornton shall be responsible to pay no more than the actual cost of the Project, plus an amount for normal and customary financing costs calculated by Thornton, the total amount of which is estimated in Exhibit A, attached hereto and incorporated herein by reference. Immediately following the completion of construction of the Project, Westminster shall provide Thornton an accounting of the actual construction costs, and the parties agree that the Finance Directors of the cities shall amend Exhibit A as necessary to calculate Thornton's actual payment amount which shall be based upon the actual construction costs, normal and customary financing costs (as determined by Thornton), and the actual net effective interest rate at which Westminster's debt was issued, which recalculated amount shall thereafter be deemed "Thornton's Total Project Cost," limited by the conditions in Paragraph II(C) below.

C. Actual construction costs referenced in Paragraph II (B) shall not include any bonus payment to the general contractor for early completion or payment of overtime costs for weekend, holiday, or night work that would result in an early completion of the Project. Such extra expense shall not be charged to Thornton or included in Thornton's Total Project Cost. Thornton shall not be obligated to meet any payment obligation under this Agreement other than from Thornton's 1/3 share of the sales tax revenue generated within Westminster's portion of the revenue-sharing corridor along I-25 as provided for in the Revenue Sharing IGA. Thornton shall pay an amount up to the amount stated in Exhibit A if Westminster has paid at least that amount to Thornton under the Revenue Sharing IGA. In the event there are insufficient sales tax revenues generated from Thornton's 1/3 share of the sales tax revenue as provided for in the Revenue Sharing IGA to pay Thornton's Annual Payment Amount pursuant to Exhibit A, Thornton shall have no obligation to provide funds to make up any difference. Additionally, Thornton shall have the ability to prepay the remaining principal amount of Thornton's Total Project Costs at any time from any source of funds. The pay-off amount would be equal to only the amount of unpaid principal at the time of prepayment as illustrated in Exhibit A. If prepayment is made by Thornton, no further interest payments shall be due and Thornton shall have no further payment obligations under Paragraph II.

D. Nothing in this Agreement shall be deemed or construed as creating a multiple fiscal year obligation with respect to either Party. All financial obligations of the Parties under this Agreement are subject to annual appropriation. Notwithstanding the foregoing, however, the Parties covenant and agree that they will use their utmost good faith and best efforts to annually appropriate the funds necessary to meet their financial obligations under this Agreement. In the event either Party fails to appropriate the funds necessary to meet its obligations under this Agreement, the Parties agree that they shall negotiate in good faith a supplemental agreement, the purpose of which shall be to make whole the unpaid Party as a result of such non-appropriation.

III. TERM

Paragraph I of this Agreement shall terminate upon the expiration of the warranties associated with the Contract Documents. The remainder of the Agreement shall terminate the earlier to occur of the following: a) full payment of Thornton's Total Project Cost or prepayment as stated in Paragraph II; or b) February 1, 2026.

IV. NOTICE

Any notice required by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below, or at such other address as has been previously furnished in writing, to the other Party or Cities. Such notice shall be deemed to have been given when deposited in the United States mail.

City of Thornton
City Manager
9500 Civic Center Drive Thornton, CO 80229

City of Westminster
City Manager
4800 West 92nd Avenue
Westminster, CO 80031-6399

V. DISPUTE RESOLUTION

In the event of any disagreement associated with the Project and prior to the commencement of any formal proceedings, the Parties shall continue performance as set forth in this Agreement and the City Representatives in good faith shall attempt to resolve the dispute. In the event the City Representatives are unable to reach agreement and one of the City Representatives concludes that a good faith amicable resolution through continued negotiation of the matter at issue does not appear likely, such City Representative shall notify the other Party in writing.

In the event the Cities reach such an impasse relating to a decision or issue that threatens to significantly delay or stop construction of the Project, the Parties agree to retain, within five (5) business days following such notice, a mutually acceptable Independent Decisionmaker to make an interim decision and/or determination that will allow construction of the Project to proceed according to the Project's schedule. The Parties agree to share equally the fees of the Independent Decisionmaker.

While each City agrees to abide by said interim decision until the Project has been substantially completed, it shall do so under a complete reservation of its rights and without prejudice to any claims it may have against the other Party or others.

VI. LITIGATION

Each Party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own acts or omissions.

VII. INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the Cities and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Cities. This Agreement supersedes and replaces any prior agreement between the Parties concerning the design and construction of the 144th Avenue Interchange Project.

VII. TERMINATION OF AGREEMENT

This Agreement may be terminated by written agreement signed by both Cities, or by Westminster, in the event Westminster is unable to secure the COP financing necessary for this Project on or before September 1, 2006, or pursuant to Paragraph II(D).

IX. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Adams, State of Colorado.

X. SEVERABILITY

If any article, section, paragraph, sentence, clause or phrase of this Agreement is held to be unconstitutional or invalid for any reason, such holding shall not affect the validity, enforceability or constitutionality of the remaining provisions of this Agreement.

XI. WAIVER

A waiver by any Party of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

XII. PARAGRAPH CAPTIONS

The captions of the paragraphs are set forth only for the convenience and reference of the Cities and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

XIII. GOVERNMENTAL IMMUNITY

The Cities acknowledge that each Party, their officers and employees, are relying on, and do not waive or intend to waive, by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as it is from time to time amended, or otherwise available to the Cities, their officers, or employees.

IN WITNESS WHEREOF, the Cities here have executed this Agreement to be effective as of the date first above written.

CITY OF THORNTON, COLORADO

Jack Ethredge, City Manager

ATTEST:

Nancy A. Vincent, City Clerk

APPROVED AS TO FORM:

Margaret Emerich, City Attorney

CITY OF WESTMINSTER, COLORADO

Nancy McNally, Mayor

ATTEST:

Michele Kelley, City Clerk

APPROVED AS TO FORM:

Martin McCullough, City Attorney

INTERSTATE 25 CORRIDOR GROWTH AREA INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2004 among the City of Thornton, a Colorado home-rule municipality, hereafter referred to as "Thornton," the Thornton Development Authority, a Colorado Urban Renewal Authority, hereafter referred to as "TDA," the City of Westminster, a Colorado home-rule municipality, hereafter referred to as "Westminster," and the Westminster Economic Development Authority, a Colorado Urban Renewal Authority, hereafter referred to as "WEDA," hereafter referred to collectively as the "Parties".

WHEREAS, Thornton and Westminster entered into an Intergovernmental Agreement regarding the Interstate 25 growth corridor on January 13, 1986 which was amended on May 28, 1986 and restated on July 10, 2000 ("Agreement"); and

WHEREAS, the Parties, through their respective governing bodies, find that:

1. Interstate 25 forms a natural boundary between the two cities and their northern growth areas located on either side of the highway.

2. Growth and its associated demands for municipal services will occur in the areas lying immediately adjacent to Interstate 25, generally between Huron Street on the west and Washington Street on the east.

3. Each city has a commitment to planned and orderly growth; to regulating the location of activities and development which may result in increased demands for its services; to providing for the orderly development and extension of city services, facilities, and regulations; to avoiding unnecessary duplication of governmental services; to simplifying governmental structure where possible; to accomplishing quality development; to reducing and avoiding, where possible, friction between the cities; to promoting the economic viability of their respective communities; and to raising revenue sufficient to meet the needs of their citizens

4. Because of the proximity of the cities' interstate corridor growth areas, the nature and quality of development within each city and northward along Interstate 25 will affect the nature and quality of development in the other and the revenues of each.

5. Increased coordination and cooperation between the cities, as represented in this Agreement, in planning for and regulating growth and the development of land within the current and future boundaries of the cities along Interstate 25 between 150th Avenue on the north, Washington Street on the east, 132nd Avenue on the south, and Huron Street on the west ("Corridor Area"), and in the extension of the cities' municipal services, will enhance the ability of the cities to achieve their respective and common goals.

6. The people of the State of Colorado have authorized the Parties to exercise the powers and to cooperate and contract in the matters set out in this Agreement through the Colorado Constitution, Article XIV, Section 18 (2) (a), Article XX, Section 6, and Article XI, Section 7.

7. The General Assembly of the State of Colorado has authorized and encouraged the cities to exercise the powers and to cooperate and contract in the matters set out in this Agreement through the enactment of State statutes including, but not limited to: C.R.S. Section 29-20-101, et seq., and particularly Section 29-20-105 and Section 29-20-106; Section 29-1-201, et seq., and particularly Section 29-1-201 and Section 29-1-203; Section 31-12-101,

et seq.; Parts 2 and 3 of Article 23 of title 31; Section 31-15-708; Section 31-15-710; Part 4 of Article 35 of Title 31, and Section 31-25-101, et seq.

8. This Intergovernmental Agreement is entered into pursuant to the authority granted by the General Assembly and the people of the State of Colorado, as described above, and the subject matter and agreements contained herein are logical and foreseeable results of the State's enactment of the foregoing statutes and Constitutional provisions.

9. Each city has outstanding bonds, notes, certificates, debentures, or other evidences of borrowing, with a first and prior lien on revenues generated by each City's respective taxes.

10. The City of Thornton has prepared and adopted a Comprehensive Land Use Plan for incorporated and unincorporated areas within the Corridor Area.

11. The City of Westminster has prepared and adopted a Comprehensive Land Use Plan for the incorporated areas within the Corridor Area.

WHEREAS, the City of Thornton adopted the North Washington Street Corridor Urban Renewal Plan on September 30, 2003 and established the North Washington Street Corridor Urban Renewal Area a portion of which is within the Corridor Area; and

WHEREAS, the City of Westminster adopted the North Huron Urban Renewal Plan on January 26, 2004 and established the North Huron Urban Renewal Project Area which is within the Corridor Area; and

WHEREAS, Thornton and Westminster desire to include TDA and WEDA as parties to this Agreement and set forth the understanding of the parties with respect to the sharing of revenues consistent with this Agreement; and

WHEREAS, Thornton and Westminster desire to update and clarify provisions relating to revenue sharing; and

WHEREAS, in view of the foregoing findings of the City Councils of Thornton and Westminster and the Board of Directors of the Thornton Development Authority and the Westminster Economic Development Authority, it is appropriate that this Agreement be entered into.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. This Agreement supersedes the "Intergovernmental Agreement" between the Cities, dated July 10, 2000 which is without further effect.

2. Corridor Area. The area referenced in this Agreement as Exhibit 1 is hereafter referred to as the Interstate 25 corridor growth area (or "Corridor Area") and is bounded as follows:

- ❑ On the north by the centerline of 150th Avenue extended;
- ❑ On the east by the centerline of Washington Street;
- ❑ On the south by the centerline of 132nd Avenue extended;
- ❑ On the west by the centerline of Huron Street.

The Corridor Area is shown on Exhibit 1 attached hereto. The Rolling Hills subdivision in Thornton and the Thorncreek Golf Course area, which are located within the Corridor Area, are specifically excluded from the provisions of this Intergovernmental Agreement.

No development proposal shall be approved by either city which is not consistent with the provisions of each city's adopted Comprehensive Plan. Plans and specifications for any development proposal on land located in the subject area received by a party after the effective date of this Agreement shall, no later than twenty (20) calendar days prior to the party taking action thereon, be forwarded to the other party for review and comment, provided, however, that the Parties may mutually agree to a shorter or longer referral and review period.

3. Annexation and Service Extensions. Thornton agrees to exercise its annexation powers and provide its services solely within that portion of the subject area lying to the east of the centerline of I-25. Westminster agrees to exercise its annexation powers and provide its services solely within that portion of the subject area lying to the west of the centerline of I-25.

4. Water and Sewer Service in Corridor Area. Thornton shall provide water and sewer services east of I-25 and Westminster shall provide water and sewer services west of I-25.

5. Rights-of-Way. Within their respective jurisdictions in the Corridor Area, each city shall provide the other utility easements and rights-of-way, without charge if previously granted to the providing party, which are required to make water and sewer service available within their respective jurisdictions, and rights-of-way for necessary storm drainage improvements. The requesting party shall submit its engineering design plans for water, sewer and/or drainage improvements within the providing party's jurisdiction for review and approval by the providing party's City Engineer.

6. Revenue Sharing.

a. Implementation. The Parties understand that the implementation of this Agreement and the achievement of its purposes, including planning for and regulating the use of land and the provision of municipal services, facilities, rights-of-way, and other requirements within the Corridor Area, will require the expenditure of revenues by each Party. In light of the foregoing, the Parties agree that only sales tax revenues will be shared between the Parties for their respective uses to include, but not be limited to, implementation of this Agreement and the provision of services within the subject area. No other taxes, fees or other revenues, including property taxes, development fees, infrastructure reimbursement fees or use taxes, shall be subject to revenue sharing pursuant to this Agreement:

(1) Sales Tax Revenues. Sales tax revenues collected by each city within the Corridor Area calculated at a rate of 3% net of any vendor fee ("Sales Tax Revenue") shall be distributed between the cities as follows: The city in which the Sales Tax Revenue is collected shall pay the other an amount equal to one-third of such revenues, which may be paid from the Sales Tax Revenue or any other available funds. Sales tax revenues collected by each city within the Corridor Area from the sales tax rate in excess of 3% shall be retained by the city collecting such revenues and shall not be subject to sharing pursuant to this Agreement. If a city otherwise agrees to share municipal sales taxes with its urban renewal authority or any developer in connection with an urban renewal project or other development project, nothing in such other agreements or urban renewal plans shall relieve either City from meeting its revenue sharing obligations pursuant to this Agreement.

(2) Taxable Transactions Base. If at any time one city lowers the non-earmarked sales tax rate below 3% or materially reduces the taxable

transactions base, an equitable adjustment to the one-third/two-third sharing formula contained within this Agreement shall be made to remedy such disparity.

(3) Initial Calculation of Revenues. The cities will start the calculation for the distribution of all revenues stated above in 6(a) (1) only after the issuance of the first commercial building permit by either city within the Corridor Area after approval of this Agreement.

(4) Revenue Sharing Calculation. To determine the amount of sales tax revenues that will be subject to revenue sharing, the gross revenues will be reduced or adjusted by the Taxable Transactions Base adjustment per Paragraph 6(a)(2).

b. Tax Distributions. All tax revenues subject to sharing pursuant to this Agreement shall be distributed as follows:

(1) Annual statements showing calendar year total receipts of each applicable tax revenue subject to sharing, collected within each city's respective portion of the Corridor Area as set forth in paragraph 6(a) above, and the tax revenue amount to be shared with the other city shall be forwarded to the other city's Finance Department by March 31st of the subsequent calendar year unless as otherwise agreed to by the cities. For the purposes of this Agreement, the year is assumed to end on December 31.

(2) Each city shall make payment to the other city by April 30th of the subsequent year.

(3) The cities agree that no revenues are due under the original Intergovernmental Agreement dated January 13, 1986, the amended Intergovernmental Agreement dated May 28, 1986, and the Intergovernmental Agreement dated July 10, 2000.

(4) Except as provided in Section 6(f), nothing herein shall prohibit the cities from pledging the tax revenues received by each city pursuant to this Agreement to finance the construction of any interchanges within the Corridor Area.

c. Standardize Procedures. Each city shall make every reasonable effort to standardize with the other city the procedures, ordinances, and regulations applicable to the taxes to be shared pursuant to this Agreement.

d. Audit. Each city and its authorized agents may, upon thirty (30) days advance written notice to the other, audit the other's records of those taxes which are collected within the Corridor Area and which are to be shared pursuant to this Agreement.

e. Rights. Neither city shall impair the rights of the other city to share in the tax revenues set forth in this Agreement.

f. Bond Pledge. Notwithstanding anything herein to the contrary, the obligations herein shall be subject to and subordinate to Thornton's, TDA's, Westminster's and WEDA's respective obligations, covenants, and representations contained in or incorporated in any ordinance, resolution, indenture, underwriting agreement or other document pertaining to the authorization, issuance, payment, or sale of any bonds, notes, certificates, debentures, or other evidences of borrowing (except as may be specifically provided otherwise in any such document), whether now, heretofore, or hereafter executed, issued, or

incurred, the intent being that such obligations, covenants, and representations have and will take precedence over those set forth herein, and will be met, complied with, satisfied, and discharged in accordance with such documents prior to any distribution of monies hereunder. Nothing in this paragraph, however, shall be deemed or construed as relieving either City from its revenue sharing obligations pursuant to this Agreement

g. Interest. There shall be no interest accrual or payment obligation on tax revenues collected by one city and subject to sharing with the other city under the terms of this Agreement.

7. Parties to Exercise Good Faith. The Parties agree to devote their best efforts and to exercise good faith in implementing the provisions of this Agreement.

8. Intent of Agreement. This Agreement is intended to describe rights and responsibilities only as between the named parties hereto. It is not intended to and shall not be deemed to confer rights to any persons or entities not named as parties hereto nor to require Thornton or Westminster to annex any property or to provide any services to any land. This Agreement is not intended to limit in any way the powers or responsibilities of Adams County or of any other political subdivision of the State of Colorado not a party hereto.

9. Remedies for Default. Should any party fail to comply with the provisions of this Agreement, the other party, after providing written notification to the non-complying party and upon the failure of said party to achieve compliance within ninety (90) days after said notice, may at its option either terminate this Agreement or maintain an action in a court of competent jurisdiction for specific performance, injunctive, or other appropriate relief, excluding damages relief. In the event of such litigation, each party shall be responsible for its own costs, including attorney fees.

10. Effective Date. This Agreement shall become effective on the ____ day of _____, 2004.

11. Termination. This Agreement shall terminate on February 1, 2026, unless the cities mutually agree in writing to terminate it sooner, or it is terminated by one city pursuant to Section 9.

12. Amendment. This Agreement is the entire and only agreement between the Parties regarding the Corridor Area and the sharing of certain tax revenues generated therein; there are no promises, terms, conditions, or obligations other than those contained herein. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement. This Agreement may be amended only by an instrument in writing signed by the Parties. If any other provisions shall be affected by such holding, all of the remaining provisions of this Agreement shall continue in full force and effect.

13. Effect of Invalidity. If any portion of paragraph 3, 6(a), 6(b), 6(f), 7, 8, 9, 10, 11, or 12 of this Agreement is held invalid or unenforceable by a court of competent jurisdiction as to the Parties, such invalidity or unenforceability shall cause the entire Agreement to be terminated. If any portion of any other paragraph of this Agreement is held invalid or unenforceable by a court of competent jurisdiction as to the Parties, such invalidity or unenforceability shall not affect the other paragraph(s) of this Agreement except that, if a requirement or limitation in such paragraph(s) is declared invalid as to one party any corresponding requirement or limitation shall be deemed invalid as to the other party.

IN WITNESS WHEREOF, the above Parties hereto have caused this Agreement to be executed.

CITY OF THORNTON

Noel I. Busck, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

THORNTON DEVELOPMENT AUTHORITY

Secretary to TDA

ATTEST:

City Clerk

APPROVED AS TO FORM:

Attorney for Authority

CITY OF WESTMINSTER

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY

ATTEST:

City Clerk

APPROVED AS TO FORM:

Attorney for Authority

Summary of Proceedings

Summary of proceedings of the regular City of Westminster City Council meeting of Monday, November 8, 2004. Mayor McNally, Councillors Davia, Dittman, Dixon, Hicks, Kauffman, and Price were present at roll call. Absent none.

The minutes of the October 25, 2004 meeting were approved.

Council presented awards to the winners of the 2003 design award competition. Council recognized employees celebrating 20, 25, 30, and 35 years of service

Council approved the following: 2005 Traffic Signal Maintenance Contract; Ranch Filings 2 and 6 Wall Construction Contract; City Attorney McCullough Employment Agreement; City Park Maintenance Facility Design Services Contract; Deicing Materials Expenditure Ratification; Design of Reclaimed Water Main along Bull Canal; Change Order for Increase in Design Costs for England Waterline; 2004 Wastewater Collection System Improvement Project; PVC and Ductile Iron Waterpipe purchase;; 2004 Construction Crew Utility Materials Purchase; Change Date of Last Council Meeting in December to December 20th; Municipal Court Judge Employment Agreement; 144th Avenue/Interstate 25 interchange amended design and construction IGA with Thornton; and Amended Interstate 25 corridor growth area IGA with Thornton.

The following Councillor's Bills were passed on first reading:

A BILL FOR AN ORDINANCE AMENDING THE SALARY OF THE MUNICIPAL JUDGE THE CITY OF WESTMINSTER ORDAINS: Purpose: Establishing 2005 Judge Salary

A BILL FOR AN ORDINANCE VACATING A PORTION OF A SANITARY SEWER EASEMENT WITHIN BLOCK 3 OF PROSPECTOR'S POINT Purpose: Vacating easement

The following Councillor's Bills were adopted on seconded reading:

A BILL FOR AN ORDINANCE CREATING THE RANCH SUBDIVISION SPECIAL IMPROVEMENT DISTRICT NO. 1, ORDERING THE CONSTRUCTION, INSTALLATION, AND ACQUISITION OF CERTAIN PERIMETER WALL IMPROVEMENTS, TOGETHER WITH NECESSARY INCIDENTALS, AND PROVIDING OTHER DETAILS IN CONNECTION THEREWITH.

A BILL FOR AN ORDINANCE CREATING THE RANCH SUBDIVISION SPECIAL IMPROVEMENT DISTRICT NO. 2, ORDERING THE CONSTRUCTION, INSTALLATION, AND ACQUISITION OF CERTAIN PERIMETER WALL IMPROVEMENTS, TOGETHER WITH NECESSARY INCIDENTALS, AND PROVIDING OTHER DETAILS IN CONNECTION THEREWITH.

A BILL FOR AN ORDINANCE APPROVING A CONCESSION AGREEMENT BETWEEN THE CITY, HYLAND HILLS PARK AND RECREATION DISTRICT, AND CORLEY COFFEE RESERVE INC. FOR THE LEASE OF A PORTION OF THE ICE CENTRE AT THE WESTMINSTER PROMENADE FOR A COFFEE SHOP/JUICE BAR.

A BILL FOR AN ORDINANCE APPROVING A HOUSE LEASE AT THE CITY'S STRASBURG NATURAL RESOURCE FARM

A BILL FOR AN ORDINANCE AMENDING THE 2004 BUDGETS OF THE GENERAL, GENERAL CAPITAL IMPROVEMENT AND OPEN SPACE FUNDS AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2004 ESTIMATED REVENUES IN THE FUNDS.

The following Resolution was adopted:

Resolution No. 69 re IGA with Adams County and CDOT for 80th Ave/Federal Blvd Intersection Project

At 8:10 p.m. the meeting was adjourned

By order of the Westminster City Council
Michele Kelley, CMC, City Clerk

Published in the Westminster Window on November 18, 2004

A BILL

FOR AN ORDINANCE CREATING THE RANCH SUBDIVISION SPECIAL IMPROVEMENT DISTRICT NO. 1, ORDERING THE CONSTRUCTION, INSTALLATION, AND ACQUISITION OF CERTAIN PERIMETER WALL IMPROVEMENTS, TOGETHER WITH NECESSARY INCIDENTALS, AND PROVIDING OTHER DETAILS IN CONNECTION THEREWITH.

WHEREAS, the City of Westminster, Colorado (the "City") is a municipal corporation and political subdivision of the State of Colorado organized and existing as a home rule city pursuant to authority in Article XX of the Colorado Constitution; and

WHEREAS, pursuant to Part 5 of Article 25, Title 31, Colorado Revised Statutes, the City has the power to create improvement districts for the purpose of constructing, installing, or acquiring local improvements of every character within such districts, and to assess the costs thereof, wholly or in part, upon the property specially benefited within such districts; and

WHEREAS, on or about September 16, 2004, the City received a petition (the "Petition") requesting the organization of a special improvement district, designated The Ranch Subdivision Special Improvement District No. 1 (the "District"), for the construction, installation, and acquisition of perimeter wall improvements, together with necessary incidentals (the "Improvements"), the entire costs thereof to be assessed against the property in the Ranch Subdivision Filing No. 6, as identified in the Petition; and

WHEREAS, the Petition is signed by the owners of property proposed to be assessed for more than sixty percent (60%) of the entire costs estimated to be assessed; and

WHEREAS, by Resolution No. 60, Series of 2004, adopted by the City Council at a meeting thereof held September 27, 2004, the City Council made and entered a preliminary order for the Improvements (the "Resolution"); and

WHEREAS, the City Council scheduled and gave notice of a public hearing concerning the creation of the District and the construction, installation, and acquisition of the improvements by publication in at least one issue of *The Westminster Window*, a newspaper of general circulation in the City, at least twenty (20) days prior to the date of the hearing, and in addition, notice was mailed by first-class mail to each property owner to be assessed for the cost of improvements who is included within the proposed District, on or about the date of such publication; and

WHEREAS, at the time and place set forth in the notice, the City Council met in open session for the purpose of hearing any complaints or objections that might be made against the proposed District or the improvements to be constructed or installed.

NOW THEREFORE, THE CITY OF WESTMINSTER, COLORADO ORDAINS:

Section 1. Findings. The above and foregoing recitals are incorporated herein by reference and are adopted as findings and determinations of the City Council. The City Council further finds and determines that the improvements proposed to be constructed, installed and acquired confer a special benefit upon the real property in the District to be assessed for the costs thereof and a general benefit to the City as a whole. The City Council further finds and determines that there exists a necessity for the creation of The Ranch Subdivision Special Improvement District No. 1 in the City, and for the construction and installation therein of certain perimeter wall improvements, together with necessary incidentals, as provided in the Resolution.

Section 2. Creation of District. A special improvement district for the construction, installation, and acquisition of certain perimeter wall improvements, together with necessary incidentals, hereinafter described (the "Project"), is hereby created and established in accordance with the laws of the State of Colorado, and shall be known and designated The "Ranch Subdivision Special Improvement District No. 1 (the "District").

All proceedings heretofore taken and adopted in connection with the District are hereby ratified, approved, and confirmed.

Section 3. Approval of Engineering Plans. The reports of the engineer for the Project, together with all of the details, specifications, estimates, maps, and schedules thereto attached or appended, as on file in the office of the Community Development Department of the City, are hereby approved and adopted. The improvements and estimated assessments are described in more detail in the preliminary engineering report on file in the office of the City of Westminster Community Development Department.

Section 4. Boundary of District. The area to be included within the District will consist of all of the lots in The Ranch Subdivision Filing No. 6, a part of the Northeast Quarter, Section 5, Township 2 South, Range 68 West of the 6th Principal Meridian, City of Westminster, County of Adams, State of Colorado, more particularly described as follows:

Lots 1-22, inclusive, Block 1,
Lots 1-43, inclusive, Block 2.

Only the property described above will receive an assessment for the costs of the improvements.

Section 5. Description of Project. The Project shall consist of a single-thickness brick perimeter wall, with foundation, cap, and major and minor brick columns, having elevations varying from 6 feet to 8 feet above existing grade, located in the right-of-way of 120th Avenue, extending approximately 1290 linear feet along the north boundary of the District to an angled entryway at Zuni Street, thence approximately 280 linear feet along the east boundary of Block 1, The Ranch Subdivision, Filing No. 6., in the right-of-way of Zuni Street, south from the angled entryway at 120th Avenue to the north right-of-way line of 119th Avenue, all in the City of Westminster, Adams County, Colorado. The improvements include demolition and disposal of the existing perimeter fence currently at the above locations, and replacement of sod disturbed during construction.

Section 6. Improvements Authorized. The construction, installation and acquisition of the Project is hereby authorized and ordered. The materials to be used for the construction, installation and acquisition of the Project shall be in accordance with the engineering plans and specifications.

Section 7. Assessment of Costs. The estimated probable cost of the Improvements to be assessed against the property in the District, including capitalized insurance and maintenance of the Improvements for a period of ten (10) years, engineering, and the costs of organizing the District, is \$300,724.00. Said amount is expected to be assessed against the property in the District on per-lot basis. The estimated probable cost per lot is \$4,627.00. In the judgment of the City Council the foregoing method of assessment reflects the benefits which accrue to the properties to be assessed, as shown by the estimates of the Engineer. Such cost estimates and approximate amounts to be assessed have been formulated in good faith on the basis of the best information available, but are not binding. After a hearing on the assessments the City Council may make such modifications and changes to the assessments as may seem equitable. The cost of the Project shall be assessed, by ordinance, upon all real property within the District based upon the benefit conferred by the improvements upon each lot within the District.

Section 8. Payment of Assessments. The assessments for the Project may be paid in ten (10) equal annual installments of principal, with interest on unpaid principal. The installments of assessments will begin in 2005 and end in 2014, and the rate of interest to be paid on unpaid principal shall not exceed 6.00% *per annum*, as shall later be determined by the City Council and set forth in the assessing ordinance. The assessments will be due and payable without demand within sixty (60) days from and after the final publication of an ordinance assessing the cost of said improvements against the real property in the District. If any owner of such real property fails to pay the whole of such assessment against his or her property within said sixty (60) days, then the whole cost of the improvements so assessed against such property shall be payable in not more than ten (10) equal annual installments of principal, with interest on unpaid principal as aforesaid. The first of such installments shall be due and payable at such time as may be determined in and by the assessing ordinance, and the remainder of said installments shall be due and payable successively on the same day in each year thereafter until all are paid in full.

Section 9. Repealer. All ordinances, orders, bylaws, resolutions, or parts thereof inconsistent or in conflict herewith are hereby repealed to the extent only of such inconsistency or conflict.

Section 10. Severability. Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such determination shall not affect, impair, or invalidate the remaining provisions hereof, the intention being that the various provisions hereof are severable.

Section 11. Effective Date. This ordinance shall take effect upon its passage after second reading.

Section 12. Publication. 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 25th day of October, 2004. PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 8th day of November, 2004.

A BILL

FOR AN ORDINANCE CREATING THE RANCH SUBDIVISION SPECIAL IMPROVEMENT DISTRICT NO. 2, ORDERING THE CONSTRUCTION, INSTALLATION, AND ACQUISITION OF CERTAIN PERIMETER WALL IMPROVEMENTS, TOGETHER WITH NECESSARY INCIDENTALS, AND PROVIDING OTHER DETAILS IN CONNECTION THEREWITH.

WHEREAS, the City of Westminster, Colorado (the "City") is a municipal corporation and political subdivision of the State of Colorado organized and existing as a home rule city pursuant to authority in Article XX of the Colorado Constitution; and

WHEREAS, pursuant to Part 5 of Article 25, Title 31, Colorado Revised Statutes, the City has the power to create improvement districts for the purpose of constructing, installing, or acquiring local improvements of every character within such districts, and to assess the costs thereof, wholly or in part, upon the property specially benefited within such districts; and

WHEREAS, on or about September 16, 2004, the City received a petition (the "Petition") requesting the organization of a special improvement district, designated The Ranch Subdivision Special Improvement District No. 2 (the "District"), for the construction, installation, and acquisition of perimeter wall improvements, together with necessary incidentals (the "Improvements"), the entire costs thereof to be assessed against the property in the Ranch Subdivision Filing No. 2, as identified in the Petition; and

WHEREAS, the Petition is signed by the owners of property proposed to be assessed for more than sixty percent (60%) of the entire costs estimated to be assessed; and

WHEREAS, by Resolution No. 59, Series of 2004, adopted by the City Council at a meeting thereof held September 27, 2004, the City Council made and entered a preliminary order for the Improvements (the "Resolution"); and

WHEREAS, the City Council scheduled and gave notice of a public hearing concerning the creation of the District and the construction, installation, and acquisition of the improvements by publication in at least one issue of *The Westminster Window*, a newspaper of general circulation in the City, at least twenty (20) days prior to the date of the hearing, and in addition, notice was mailed by first-class mail to each property owner to be assessed for the cost of improvements who is included within the proposed District, on or about the date of such publication; and

WHEREAS, at the time and place set forth in the notice, the City Council met in open session for the purpose of hearing any complaints or objections that might be made against the proposed District or the improvements to be constructed or installed.

NOW THEREFORE, THE CITY OF WESTMINSTER, COLORADO ORDAINS:

Section 1. Findings. The above and foregoing recitals are incorporated herein by reference and are adopted as findings and determinations of the City Council. The City Council further finds and determines that the improvements proposed to be constructed, installed and acquired confer a special benefit upon the real property in the District to be assessed for the costs thereof and a general benefit to the City as a whole. The City Council further finds and determines that there exists a necessity for the creation of The Ranch Subdivision Special Improvement District No. 2 in the City, and for the construction and installation therein of certain perimeter wall improvements, together with necessary incidentals, as provided in the Resolution.

Section 2. Creation of District. A special improvement district for the construction, installation, and acquisition of certain perimeter wall improvements, together with necessary incidentals, hereinafter described (the "Project"), is hereby created and established in accordance with the laws of the State of Colorado, and shall be known and designated The "Ranch Subdivision Special Improvement District No. 2 (the "District"). All proceedings heretofore taken and adopted in connection with the District are hereby ratified, approved, and confirmed.

Section 3. Approval of Engineering Plans. The reports of the engineer for the Project, together with all of the details, specifications, estimates, maps, and schedules thereto attached or appended, as on file in the office of the Community Development Department of the City, are hereby approved and adopted. The improvements and estimated assessments are described in more detail in the preliminary engineering report on file in the office of the City of Westminster Community Development Department.

Section 4. Boundary of District. The area to be included within the District will consist of all of the lots in The Ranch Subdivision Filing No. 2, a replat of a portion of Front Range Country Club Second Filing Subdivision, and a part of the Sections 4 and 5, Township 2 South, Range 68 West of the 6th Principal Meridian, City of Westminster, County of Adams, State of Colorado, more particularly described as follows:

Lots 1-38, inclusive, Block 1,
Lots 1-16, inclusive, Block 2,
Lots 1-31, inclusive, Block 3,
Lots 1-17, inclusive, Block 4.

Only the property described above will receive an assessment for the costs of the improvements.

Section 5. Description of Project. The Project shall consist of a single-thickness brick perimeter wall, with foundation, cap, and major and minor brick columns, having elevations varying from 6 feet to 12 feet above existing grade, located in the right-of-way of 120th Avenue, extending approximately 881 linear feet along the north boundary of the District to an angled entryway at Zuni Street, thence approximately 258 linear feet along the west boundary of Block 1, The Ranch Subdivision Filing No. 2, in the right-of-way of Zuni Street, south from the angled entryway at 120th Avenue to the north right-of-way line of 119th Avenue, all in the City of Westminster, Adams County, Colorado. The improvements include demolition and disposal of the existing perimeter fence currently at the above locations, and replacement of sod disturbed during construction.

Section 6. Improvements Authorized. The construction, installation and acquisition of the Project is hereby authorized and ordered. The materials to be used for the construction, installation and acquisition of the Project shall be in accordance with the engineering plans and specifications.

Section 7. Assessment of Costs. The estimated probable cost of the Improvements to be assessed against the property in the District, including capitalized insurance and maintenance of the Improvements for a period of ten (10) years, engineering, and the costs of organizing the District, is \$268,984.00. Said amount is expected to be assessed against the property in the District on per-lot basis. The estimated probable cost per lot is \$2,441.00. In the judgment of the City Council the foregoing method of assessment reflects the benefits which accrue to the properties to be assessed, as shown by the estimates of the Engineer. Such cost estimates and approximate amounts to be assessed have been formulated in good faith on the basis of the best information available, but are not binding. After a hearing on the assessments the City Council may make such modifications and changes to the assessments as may seem equitable. The cost of the Project shall be assessed, by ordinance, upon all real property within the District based upon the benefit conferred by the improvements upon each lot within the District.

Section 8. Payment of Assessments. The assessments for the Project may be paid in ten (10) equal annual installments of principal, with interest on unpaid principal. The installments of assessments will begin in 2005 and end in 2014, and the rate of interest to be paid on unpaid principal shall not exceed 6.00% *per annum*, as shall later be determined by the City Council and set forth in the assessing ordinance. The assessments will be due and payable without demand within sixty (60) days from and after the final publication of an ordinance assessing the cost of said improvements against the real property in the District. If any owner of such real property fails to pay the whole of such assessment against his or her property within

said sixty (60) days, then the whole cost of the improvements so assessed against such property shall be payable in not more than ten (10) equal annual installments of principal, with interest on unpaid principal as aforesaid. The first of such installments shall be due and payable at such time as may be determined in and by the assessing ordinance, and the remainder of said installments shall be due and payable successively on the same day in each year thereafter until all are paid in full.

Section 9. Repealer. All ordinances, orders, bylaws, resolutions, or parts thereof inconsistent or in conflict herewith are hereby repealed to the extent only of such inconsistency or conflict.

Section 10. Severability. Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such determination shall not affect, impair, or invalidate the remaining provisions hereof, the intention being that the various provisions hereof are severable.

Section 11. Effective Date. This ordinance shall take effect upon its passage after second reading.

Section 12. Publication. 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 25th day of October, 2004. PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 8th day of November, 2004.

A BILL FOR AN ORDINANCE APPROVING A CONCESSION AGREEMENT BETWEEN THE CITY, HYLAND HILLS PARK AND RECREATION DISTRICT, AND CORLEY COFFEE RESERVE INC. FOR THE LEASE OF A PORTION OF THE ICE CENTRE AT THE WESTMINSTER PROMENADE FOR A COFFEE SHOP/JUICE BAR.

WHEREAS, City Council previously authorized an intergovernmental agreement between the City and the Hyland Hills Park and Recreation District for the purpose of constructing and operating an Ice Centre at the Westminster Promenade; and

WHEREAS, the City and Hyland Hills have selected Corley Coffee Reserve Inc. as one of the tenants at the Ice Centre's retail space; and

WHEREAS, the final form of the lease agreement has been agreed to by the parties; and

WHEREAS, the City Charter requires such leases to be approved by ordinance.

THE CITY OF WESTMINSTER ORDAINS:

Section 1: The Lease Agreement between the City, Hyland Hills Park and Recreation District, acting by and through its Recreational Facilities Enterprise, and Corley Coffee Reserve Inc. for the lease of a portion of the Ice Centre at the Westminster Promenade for a coffee shop/juice bar is approved.

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 25th day of October, 2004. PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 8th day of November, 2004.

ORDINANCE NO. 3166
SERIES OF 2004

COUNCILLOR'S BILL NO. 78
INTRODUCED BY COUNCILLORS
Dittman - Dixon

A BILL FOR AN ORDINANCE TO APPROVE A HOUSE LEASE AT THE CITY'S
STRASBURG NATURAL RESOURCE FARM

WHEREAS, the City owns property in central Adams County for the purposes of applying biosolids; and

WHEREAS, it is in the City's interest to maximize the income generated from such operation by collecting rental income from the houses location on the farm,

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Manager is hereby authorized to execute a house lease with the following parties as summarized below:

Richard Jones and Karen Petersen, for the house located at 57401 E. 88th Avenue, Adams County, Colorado at a rental rate of \$600 per month.

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 25TH DAY OF OCTOBER, 2004.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED THIS 8TH DAY OF NOVEMBER, 2004

A BILL

FOR AN ORDINANCE AMENDING THE 2004 BUDGETS OF THE GENERAL, GENERAL CAPITAL IMPROVEMENT AND OPEN SPACE FUNDS AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2004 ESTIMATED REVENUES IN THE FUNDS.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2004 appropriation for the General Fund initially appropriated by Ordinance No. 2977 in the amount of \$71,828,317 is hereby increased by \$47,608 which, when added to the fund balance as of the City Council action on October 25, 2004 will equal \$86,639,207. 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 receipt of grants, reimbursements, training funds and a rebate..

Section 2. The \$47,608 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 |
|--------------------------|-----------------|----------------|-----------|----------------|
| Federal Grants | 1000.40610.0000 | \$48,014 | \$25,645 | \$73,659 |
| General Misc | 1000.43060.0000 | 156,491 | 4,263 | 160,754 |
| PD Training | 1000.41360.0000 | 11,000 | 7,000 | 18,000 |
| Contributions | 1000.43100.0000 | 26,500 | 9,375 | 35,875 |
| Other Grants | 1000.40640.0000 | 0 | 1,325 | 1,325 |
| Total Change to Revenues | | | \$47,608 | |

EXPENSES

| Description | Account Number | Current Budget | Amendment | Revised Budget |
|--------------------------|---------------------|----------------|-----------|----------------|
| Overtime | 10025260.60400.0000 | \$190,900 | \$2,700 | \$193,600 |
| Elec & Gas | 10012390.67200.0000 | 7,300 | 3,463 | 10,763 |
| Comp Soft/hard | 10050620.75400.0000 | 9,500 | 1,325 | 10,825 |
| Overtime | 10020300.60400.0344 | 17,014 | 13,122 | 30,136 |
| Overtime | 10020500.60400.0000 | 629,620 | 4,200 | 633,820 |
| Unif & Equip | 10020500.61000.0000 | 123,375 | 5,623 | 128,998 |
| Other Equip | 10020500.76000.0000 | 213,993 | 800 | 214,793 |
| Career Dev | 10020050.61800.0612 | 11,000 | 7,000 | 18,000 |
| Spec Promo | 10030340.67600.0000 | 41,100 | 9,375 | 50,475 |
| Total Change to Expenses | | | \$47,608 | |

Section 3. The 2004 appropriation for the General Capital Improvement Fund initially appropriated by Ordinance No. 2977 in the amount of \$9,036,000 is hereby increased by \$44,500 which, when added to the fund balance as of the City Council action on October 25, 2004 will equal \$19,592,662. The actual amount in the General Capital Improvement Fund on the date this ordinance becomes effective may vary from the amount set forth in this section due to intervening City Council actions. This appropriation is due the receipt of two grants.

Section 4. The \$44,500 increase in the General Capital Improvement 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 | 7500.40620.0000 | \$0 | \$44,500 | \$44,500 |
| Total Change to Revenue | | | \$44,500 | |

EXPENSES

| Description | Account Number | 2004 Adopted | Amendment | 2004 Revised |
|--------------------------|------------------------|--------------|-----------|--------------|
| South Westminster | 80175030024.80400.8888 | \$1,459,000 | \$44,500 | \$1,503,500 |
| Total Change to Expenses | | | \$44,500 | |

Section 5. The 2004 appropriation for the Open Space Fund initially appropriated by Ordinance No. 2977 in the amount of \$4,663,797 is hereby increased by \$66,350 which, when added to the fund balance as of the City Council action on October 25, 2004 will equal \$7,596,631. The actual amount in the Open Space Fund on the date this ordinance becomes effective may vary from the amount set forth in this section due to intervening City Council actions. This appropriation is due to the sale of land and the receipt of an easement payment.

Section 6. The \$66,350 increase in the Open Space 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 |
|--------------------------|-----------------|----------------|-----------|----------------|
| Sale of Assets | 5400.43040.0000 | \$2,852,453 | \$64,350 | \$2,916,803 |
| General | 5400.43060.0000 | 42,000 | 2,000 | 44,000 |
| Total Changes to Revenue | | | \$66,350 | |

EXPENSES

| Description | Account Number | Current Budget | Amendment | Revised Budget |
|--------------------------|---------------------|----------------|-----------|----------------|
| Land Purchases | 54010900.76600.0000 | \$3,850,937 | \$66,350 | \$3,917,287 |
| Total Change to Expenses | | | \$66,350 | |

Section 7. – 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 8. This ordinance shall take effect upon its passage after the second reading.

Section 9. 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 25th day of October, 2004. PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 8th day of November, 2004.