



CITY COUNCIL AGENDA

NOTICE TO READERS: City Council meeting packets are prepared several days prior to the meetings. Timely action and short discussion on agenda items is reflective of Council’s prior review of each issue with time, thought and analysis given. Many items have been previously discussed at a Council Study Session.

Members of the audience are invited to speak at the Council meeting. Citizen Communication (Section 4) is reserved for comments on any issues or items pertaining to City business except those for which a formal public hearing is scheduled under Section 10 when the Mayor will call for public testimony. Please limit comments to no more than 5 minutes duration.

- 1. **Pledge of Allegiance**
- 2. **Roll Call**
- 3. **Consideration of Minutes of Preceding Meetings** (October 26, 2015)
- 4. **Citizen Communication (5 minutes or less)**
- 5. **Report of City Officials**
 - A. City Manager's Report
- 6. **City Council Comments**
- 7. **Presentations**
 - A. Employee Service Awards

The "Consent Agenda" is a group of routine matters to be acted on with a single motion and vote. The Mayor will ask if any Council member wishes to remove an item for separate discussion. Items removed from the consent agenda will be considered immediately following adoption of the amended Consent Agenda.

- 8. **Consent Agenda**
 - A. Independent Professional Financial Auditing Services Contract
 - B. Intergovernmental Service Agreement with the City of Westminster Park 1200 GID
 - C. Bond and Disclosure Counsel for the Issuance of Water and Wastewater Utility Enterprise Bonds
 - D. Second Reading of Councillor’s Bill No. 51 Creating the Inclusivity Board
- 9. **Appointments and Resignations**
- 10. **Public Hearings and Other New Business**
 - A. Resolution No. 31 Allocation HOME Funds to Adams County Housing Authority
- 11. **Old Business and Passage of Ordinances on Second Reading**
 - A. Second Reading of Councillor’s Bill No. 47 re Park 1200 Comprehensive Plan Amendments
 - B. Second Reading of Councillor’s Bill No. 48 re Park 1200 Rezone
- 12. **Miscellaneous Business and Executive Session**
 - A. City Council
- 13. **Adjournment**

8 P.M. CITY COUNCIL MEETING (Separate Agenda)

CITY OF WESTMINSTER PARK 1200 GENERAL IMPROVEMENT DISTRICT MEETING (Separate Agenda)

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

GENERAL PUBLIC HEARING PROCEDURES ON LAND USE MATTERS

- A.** The meeting shall be chaired by the Mayor or designated alternate. The hearing shall be conducted to provide for a reasonable opportunity for all interested parties to express themselves, as long as the testimony or evidence being given is reasonably related to the purpose of the public hearing. The Chair has the authority to limit debate to a reasonable length of time to be equal for both positions.
- B.** Any person wishing to speak other than the applicant will be required to fill out a “Request to Speak or Request to have Name Entered into the Record” form indicating whether they wish to comment during the public hearing or would like to have their name recorded as having an opinion on the public hearing issue. Any person speaking may be questioned by a member of Council or by appropriate members of City Staff.
- C.** The Chair shall rule upon all disputed matters of procedure, unless, on motion duly made, the Chair is overruled by a majority vote of Councillors present.
- D.** The ordinary rules of evidence shall not apply, and Council may receive petitions, exhibits and other relevant documents without formal identification or introduction.
- E.** When the number of persons wishing to speak threatens to unduly prolong the hearing, the Council may establish a time limit upon each speaker.
- F.** City Staff enters a copy of public notice as published in newspaper; all application documents for the proposed project and a copy of any other written documents that are an appropriate part of the public hearing record;
- G.** The property owner or representative(s) present slides and describe the nature of the request (maximum of 10 minutes);
- H.** Staff presents any additional clarification necessary and states the Planning Commission recommendation;
- I.** All testimony is received from the audience, in support, in opposition or asking questions. All questions will be directed through the Chair who will then direct the appropriate person to respond.
- J.** Final comments/rebuttal received from property owner;
- K.** Final comments from City Staff and Staff recommendation.
- L.** Public hearing is closed.
- M.** If final action is not to be taken on the same evening as the public hearing, the Chair will advise the audience when the matter will be considered. Councillors not present at the public hearing will be allowed to vote on the matter only if they listen to the tape recording of the public hearing prior to voting.

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE CITY COUNCIL MEETING
HELD ON MONDAY, OCTOBER 26, 2015, AT 7:00 P.M.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

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

CONSIDERATION OF MINUTES

Councillor Briggs moved, seconded by Councillor Baker, to approve the minutes of the regular meeting of October 12, 2015, as presented. The motion carried unanimously.

CITIZEN COMMUNICATION

ShawnTaye Farrington, 13781 East Richthofen Circle in Aurora, and Laurel Hayden, 99 Corona Street in Denver, both employees of FRESC Good Jobs, Strong Communities, favored the creation of an Inclusivity Board to meet the varying needs of Westminster residents. They advocated for residents in the area of the Westminster Station redevelopment who were fearful they would be displaced from housing, jobs, and access to commodities they now enjoyed. The Inclusivity Board could build bridges to connect all Westminster residents and engage them in local government.

Emily Brooks, Co-Chair of the Inclusivity Task Force, introduced members of the task force in attendance and thanked Council for its vision to commission the task force to identify needs within the community that could be met through the work of an Inclusivity Board. Like members of City Council, the task force realized the importance of extending quality of life measures to all citizens of Westminster. They urged Council's adoption of an ordinance to establish the Westminster Inclusivity Board that was scheduled for consideration later in the meeting.

Paul Waldmiller, 11617 Shoshone Way, had moved with his wife to their home in Westminster so they could be closer to their grandchildren. They had searched for three years to find a beautiful, quiet and safe neighborhood. They loved Westminster and their neighborhood and asked Council to protect their environment and quality of life.

Mary Tuneberg, 11363 Grove Street, explained her ethnic background and the variety of languages her ancestors had spoken before coming to the United States. English was the spoken language in the United States and people living in Westminster should not be encouraged to speak different languages. There should be equal opportunity for all and she wondered who would be excluded by the Inclusivity Board.

CITY MANAGER'S REPORT

Mr. Tripp welcomed members of the audience. He thanked members of the Inclusivity Task Force who were present with the staff liaisons who had assisted them. The task force had fulfilled its charge from City Council, and he was proud to be City Manager of a community that was attempting to be inclusive to all.

COUNCIL REPORTS

Councillor Pinter reported there had been four water main breaks over the weekend and she thanked Public Works and Utilities repair crews for minimizing customer inconvenience by repairing the water pipes as quickly as possible. Additionally, Emily Brooks, Co-Chairperson of the Inclusivity Task Force, recently had been named Outstanding Volunteer by the Colorado Association of Libraries. She thanked her for countless hours of dedicated service.

Councillor Garcia added congratulations and thanks to Emily Brooks. Further, the Fire Department had recently conducted a winter coat drive and had distributed almost 100 coats to students of Harris Park Elementary. It had been rewarding to witness the students receive a coat and the relief in their faces to know they would be able to stay warm this winter. He appreciated the Fire Department's efforts.

Councillor De Cambra welcomed the room full of citizens. She appreciated the opportunity to participate in establishing an Inclusivity Board later in the meeting and recognized the importance of including everyone in Westminster's quality of life. English was the language spoken in the United States, and she was proud to speak two languages. She congratulated staff in Parks, Recreation and Libraries for the Halloween Carnival. Costumes had been fantastic and everyone at the event had fun in a safe environment. She was proud to be able to vote later in the meeting on the contract to retain the City Manager and on the ordinance to finalize the Presiding Municipal Court Judge's 2016 salary. Both were instrumental employees of the City Council whose 360-degree evaluations reflected not only the City Council's approval of their work, but also the support and approval of staff and the community. In conclusion, Councillor De Cambra reported she had been unable to attend the October 12 meeting of City Council due to a medical emergency that required surgery. While she had wanted to listen to the recording of the meeting and review exhibits admitted into testimony, the City Attorney had opined that because she had not been present for a complex land use hearing, she would not be able to participate in voting on the matter following the continued public hearing later in the meeting. She regretted that she had been unable to attend the October 12 meeting and assured the public it had not been her desire to be absent.

Councillor Seitz appreciated the citizens in attendance and voiced pride to serve on a City Council that believed in participation, citizen engagement, and inclusivity. She thanked volunteers, reporting that the Halloween Carnival was made possible each year not only because of City staff, but also because of the involvement of the members of the Youth Advisory Panel. If others were looking for opportunities to volunteer, the City was seeking volunteers interested in becoming Special Victims' Advocates. More information was contained on the City's website. Upcoming events included: an October 27 community meeting being held at the Center for Community Enrichment to obtain input for the Adams County Housing Authority on the 71st and Federal mixed-use center; and the Denver Gorilla Race would be held in Westminster this year. In conclusion, she thanked the members of the Inclusivity Task Force who volunteered to research and study the objectives given to them by City Council. They held 2 to 3 hours meetings twice monthly, listening to guest speakers and reading assignments to further their understanding of challenges and opportunities. The task force had done a commendable job and its work would have long-lasting significance to involving all members of the community.

Mayor Pro Tem Briggs reported that Saturday officially marked the end of the 72nd and Sheridan Farmers' Market for this year. The market operated for five months, and the end of October signaled the end of the growing season.

PROCLAMATIONS

Mayor Atchison proclaimed November to be National Family Caregivers Month and presented the proclamation to Karen Johnson of Covenant Village and Susan Franklin of the Jefferson County Aging Well Project. The month's theme was "Respite: Care for Caregivers."

CONSENT AGENDA

The following items were presented on the consent agenda for City Council's action: accept the September Financial Report as presented; accept the third quarter 2015 Insurance Claim Report; authorize the Mayor to execute a revised employment agreement with Donald M. Tripp for his services as City Manager for 2016 with an effective date of January 1, 2016, and an automatic renewal for 2017, 2018, 2019 and 2020 unless terminated pursuant to the terms of the agreement; authorize the City Manager to execute a contract with Environmental Systems Research Institute for software licensing in the amount of \$169,500 to be paid in three yearly payments of \$56,500; award the bid and authorize the City Manager to execute a contract with Opus Design Build LLC in the amount of \$2,145,597 for the design and general conditions for construction of the Downtown Westminster Parking Structure on Block C-2;

authorize the City Manager to execute, in substantially the same form as distributed with the agenda packet, a contract with George K. Baum & Company for underwriting services for a one-year period with the option to renew for an additional four years; authorize the City Manager to execute agreements for bond counsel services with Butler Snow for a fee not to exceed \$28,500 and for disclosure counsel services with Kutak Rock, LLC for a total fee not to exceed \$20,000, both in connection with the proposed refunding of the Special Purpose Sales and Use Tax Revenue Bonds, Series 2007D; authorize the City Manager to execute an Intergovernmental Cooperation Agreement between the City of Westminster, the Westminster Economic Development Authority, and the Westminster Downtown General Improvement District, in substantially the same form as distributed in the agenda packet, providing for reimbursement to the City by either the Authority and/or the District of certain costs incurred by the City within the boundaries of the Westminster Center Urban Reinvestment Plan Area; authorize the City Manager to execute an Intergovernmental Service Agreement with the City of Westminster Downtown General Improvement District in substantially the same form as the attached agreement, regarding the payment of a service fee to the City; authorize the City Manager to execute a contract with Beaudin Ganze Consulting Engineers Incorporated in the amount of \$162,174 for the design of the Semper and Northwest Water Treatment Facilities HVAC Repair and Replacement Project, plus a project contingency amount of \$16,217, for a total authorized expenditure of \$178,391; final passage on second reading of Councillor's Bill No. 49 amending the FY2016 budgets of the General, General Reserve, General Fund Stabilization Reserve, Utility, Utility Rate Stabilization Reserve, Utility Capital Project Reserve, Stormwater Drainage, Golf Course, Fleet Maintenance, General Capital Outlay Replacement, Sales & Use Tax, Parks Open Space & Trails, General Capital Improvement, Conservation Trust and Property Liability/Workers' Compensation Funds in support of City Council's Adopted 2015 Strategic Plan; and final passage on second reading of Councillor's Bill No. 50 setting the 2016 salary for the Municipal Judge.

It was moved by Councillor Baker, seconded by Councillor Seitz, to approve the consent agenda excluding Agenda Items 8C and 8E. The motion carried unanimously.

REVISED EMPLOYMENT AGREEMENT WITH DONALD M. TRIPP

It was moved by Councillor Garcia, seconded by Councillor De Cambra, to authorize the Mayor to execute a revised employment agreement with Donald M. Tripp for his services as City Manager for 2016 with an effective date of January 1, 2016, and an automatic renewal for 2017, 2018, 2019 and 2020 unless terminated pursuant to the terms of the agreement. The motion passed by a 6:1 margin with Councillor Baker voting no.

DOWNTOWN WESTMINSTER PARKING STRUCTURE ON BLOCK C-2 DESIGN BUILD CONTRACT

Councillor Pinter moved, seconded by Mayor Pro Tem Briggs, to award the bid and authorize the City Manager to execute a contract with Opus Design Build LLC in the amount of \$2,145,597 for the design and general conditions for construction of the Downtown Westminster Parking Structure on Block C-2. With Councillor Baker dissenting, the motion carried by a 6:1 vote.

CONTINUED HEARING - PARK 1200 REZONE, COMPREHENSIVE PLAN AMENDMENTS, PDP, AND ODP

At 7:50 p.m., Mayor Atchison reopened a continued public hearing to consider the Park 1200 Rezone, Comprehensive Plan Amendments, Preliminary Development Plan and Official Development Plan. Before proceeding, he reminded everyone that public comment had been closed and would be reopened only if new evidence was introduced into the record, which would be determined at the conclusion of closing statements from the applicant's attorney and the staff.

As had been earlier noted, Councillor De Cambra would not be eligible to vote when the decision-making period started. It was necessary for Council to formalize that determination by a vote. He moved, seconded by Councillor Seitz, to confirm that Councillor De Cambra would not be eligible to vote on the Park 1200 Rezone, Comprehensive Plan Amendments, Preliminary Development Plan, or Official Development Plan at the close of the impending hearing because she was unable to attend the beginning of the hearing on October 12. The motion passed unanimously.

Mr. Frankel posed questions to each member of Council as to whether or not he/she had taken a site visit of the proposed Park 1200 development project; had any conversations about the project; could make an impartial decision on this matter based solely on the record of the hearing; and if they had received any comments concerning this topic on social media. Mayor Atchison had not toured the site or driven by it; had any conversations about the project; had received email that was forwarded to City staff; and could render a decision based on only the record. The balance of Council had driven by the site but had not stopped or talked with anyone about the site or the project and could render a decision based solely on the record. Councillor De Cambra had received two emails to which she had responded; one asking if she had been absent on October 12, which she had confirmed, and the other insinuating that she had purposefully missed the meeting, to which she responded that she had been hospitalized and had surgery that evening. Councillor Seitz had received an email stating that she had already made up her mind about the proposed development, to which she responded she had not. Councillor Garcia responded to an email to let the sender know that he had received it and was forwarding it to the City Attorney's office as the matter was still the subject of a public hearing. None of the social media or email received between October 12 and this meeting would influence Council members' impartiality. Mr. Frankel expected the email provided to staff would be entered into the record during the continued hearing and could be considered by members of Council.

At 8 p.m., Mayor Atchison recognized Carolyn White, real estate legal counsel for the applicant, to offer rebuttal. She referred to objections raised in testimony on October 12 and cited applicable criteria in the Land Use Code, the Comprehensive Plan, and the City Council's Strategic Plan Goals to address those concerns, demonstrating that the proposed development satisfied all criteria, standards, goals, and policies for the requested Comprehensive Plan amendments, rezoning, Preliminary Plan Development approval, and Official Development Plan approval. Details of her presentation were contained in the PowerPoint presentation, which was part of the record. The development proposal was actually a voluntary downzoning to increase availability of housing for people who would work on or near the balance of the Flex/Light Industrial zoned 82.421-acre parcel. The overall design of the apartment complex, public park and private park/open space would be harmonious with the existing neighborhood and would increase public parks in the vicinity. The high-density residential promoted walkability and was served by transit while providing lands designated for employment uses and achieving a balance of uses. As indicated in the City's analysis, the proposed development met all City standards from landscaping to traffic circulation to a City Park that would be open the public and paid by the property owners to a more compatible use than currently existed. She urged Council's approval.

Staff's closing comments focused on responding to questions raised and unanswered during the October 12 public hearing. Mike Happe, Utilities Planning and Engineering Manager, responded to a question about the difference in estimated water consumption/resources from the current land use designation of Flex/Light Industrial to R-18. The Flex/Light Industrial zone was the most difficult to project water consumption, as uses were so varied. The history of like zoned parcels was relied upon to forecast water resources for planning purposes. Based on that the water use on this 26-plus acre parcel was currently approximately 33-acre feet and would increase to 102-acre feet for the higher density use or a margin equivalent to about 160 single-family residential units. There had been high water usage development for manufacturing facilities on this parcel, but the water resources serving the parcel were capable of accommodating full development of the Flex/Light Industrial uses that could be sited there. Water and sewer resources were adequate to meet the proposed development, existing uses, and anticipated future uses. Deputy City Manager Stephen P. Smithers provided information concerning the proposed land use change on fiscal impact, reporting that Flex/Light Industrial land yielded a higher property tax valuation than multi-family residential development. Drawing a comparison was difficult because the actual Flex/Light Industrial uses that might be on the parcel were unknown. In addition to annual property tax, the City would realize one-time use tax and permit fee revenues. Deputy Police Chief Mike Cressman explained that multi-family residential development historically had not created a need for additional public safety staffing and any criminal or emergency service activities on the properties was absorbed by existing staffing. No additional staffing was anticipated because of this development. The number of emergency calls in 2014 to other multi-family residential properties in the vicinity was provided. Based on observation, multi-family developments typically had not produced increased call loads for the Police Department. Relative to the appropriateness of the school district forecast of 24 students from the proposed development, Mr. Cummins provided background information about the formula used to forecast student growth,

noting that the school district used an agreed to methodology based on City information about density to calculate the student growth, which had been done in this instance. The school district was confident their calculations complied with the methodology.

In concluding remarks, Mr. Cummins entered in the record the email that had been received since October 12 and then responded to questions from Council about criteria for siting walkable developments and their proximity to activity centers such as grocery stores, and the historic frequency of Comprehensive Plan land use amendments and whether any in the past ten years had been denied. Ms. White responded to questions from Council concerning direct sight lines from proposed apartments on the upper level into homes in the Ranch across Pecos Street and responsiveness to neighborhood requests made at public outreach meetings that had been ignored according to residents of the Ranch.

All questions had been answered, and after a brief conference with the City Attorney, the Mayor called a ten-minute recess to identify new testimony that had been introduced. The time was 8:55 p.m. At 9:05 p.m., Mayor Atchison reconvened the meeting and announced that six new items had been introduced into the record. They were: 1) water and sewer usage; 2) property valuations; 3) police and fire requirements; 4) the school impact methodology; 5) revisions to the Comprehensive Plan; and 6) activity centers. These were the topics on which members of the audience would have opportunity to provide additional public input for five minutes each. The Mayor called a recess at 9:10 p.m. to allow members of the audience to confer and organize a presentation. At 9:20 p.m., he reconvened the meeting and opened the podium to public comment.

Addressing Council were Ken Harris, 11625 Shoshone Way; Patricia Gilmore, 1610 West 116th Court; Carol Menard, 1657 West 116th Circle; Lori Hanegan, 11585 Quivas Way; Mary Tuneberg, 11363 Grove Street; and Marilyn Durkee, 11603 Shoshone Way. Their comments focused on the aforementioned allowed topics and the impact they would have on residents of the Ranch. Mr. Harris also challenged the City Attorney's opinion relating to Councillor De Cambra's ability to listen to the recording of the October 12 meeting, review the evidence submitted, and vote on the matter. The developer's agents had not consulted with residents of the Ranch or responded to requested changes to the development plan, justifying their lack of response based on the City's rigorous standards that took a long time to satisfy. It was pure speculation that this development was harmonious with the existing neighborhood. Water and sewer usage should have been substantiated by a Professional Engineer's analysis and provided no comparison to existing occupied Flex/Light Industrial uses on the property owner's full parcel. Proximity in walkable communities to activity centers, such as grocery stores, were required by the City's adopted standards and policies and there were no grocery stores within walking distance to the proposed apartment complex. Neighboring municipalities recognized the fiscal impact of residential development at the beginning of the development review process. The proposed development increased high-density housing units by 20 percent in an area that was already saturated with multi-family development on the periphery. Residents of the Ranch were not provided a copy of the revised staff report for tonight's meeting although they had voiced significant opposition at the hearing before it had been continued.

Ms. White responded and reinforced testimony provided by City Staff. In conclusion, she repeated that the Park 1200 development plan was in full compliance with the City's adopted plans, standards, and regulations. She urged Council's favorable consideration.

At 9:50 p.m., Mayor Atchison verified there were no further questions from the City Council and closed the public hearing.

COUNCILLOR'S BILL NO. 47 – PARK 1200 COMPREHENSIVE PLAN AMENDMENTS

Mayor Pro Tem Briggs moved, seconded by Councillor Pinter, to pass Councillor's Bill No. 47 on first reading, amending the Comprehensive Plan designation from Flex/Light Industrial to R-18 for an approximate 17.58-acre portion, from Flex/Light Industrial to Public Parks for an approximate 7.71-acre portion, and from Flex/Light Industrial to Private Parks/Open Space for an approximate 0.945-acre portion of the Lucent Technologies Subdivision 2nd Replat based on a finding that the criteria set forth in Section 11-4-16(D)(4) of the Westminster Municipal Code had been met. At roll call, the motion passed by a 5:1:1 vote with Councillor De Cambra abstaining and Councillor Baker voting no.

COUNCILLOR’S BILL NO. 48 – PARK 1200 REZONE

It was moved by Mayor Pro Tem Briggs, seconded by Councillor Garcia, to pass Councillor’s Bill No. 48 on first reading, rezoning from M-1 (Industrial District) to PUD (Planned Unit Development) an 82.421-acre property based on a finding that the criteria set forth in Section 11-5-3 of the Westminster Municipal Code had been met. On roll call vote, the motion passed by a 5:1:1 vote with Councillor De Cambra abstaining and Councillor Baker voting no.

PARK 1200 PRELIMINARY DEVELOPMENT PLAN

Mayor Pro Tem Briggs moved to approve the Park 1200 Preliminary Development Plan based on a finding that the criteria set forth in Section 11-5-14 of the Westminster Municipal Code had been met. On a 5:1:1 vote, with Councillor De Cambra abstaining and Councillor Baker dissenting, the motion carried.

PARK 1200 OFFICIAL DEVELOPMENT PLAN

It was moved by Mayor Pro Tem Briggs, seconded by Councillor Garcia, to approve the Park 1200 Official Development Plan based on a finding that the criteria set forth in Section 11-5-15 of the Westminster Municipal Code had been met. The motion carried by a 5:1:1 vote with Councillor De Cambra abstaining and Councillor Baker dissenting.

COUNCILLOR’S BILL NO. 51 CREATING THE INCLUSIVITY BOARD

Councillor Pinter moved to pass Councillor’s Bill No. 51 on first reading, approving a new Chapter in Title II of the Westminster Municipal Code authorizing the establishment of the Westminster Inclusivity Board. Councillor Garcia seconded the motion, which passed unanimously on roll call vote.

ADJOURNMENT

There was no further business to come before the City Council, and the Mayor adjourned the meeting at 10:13 p.m.

ATTEST:

City Clerk

Mayor



Agenda Memorandum

City Council Meeting
November 9, 2015



SUBJECT: Presentation of Employee Service Awards

Prepared By: Debbie Mitchell, General Services Director
Dee Martin, HR Manager - Workforce

Recommended City Council Action

Present service pins and certificates of appreciation to employees celebrating 20 or more years of service with the City and in five year increments thereafter.

Summary Statement

- 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 the sixth grouping of 2015, employees with 20, 25, 30, and 35 years of service will be celebrated tonight.
 - Presentation of 20-year certificates and pins – Councillor Baker
 - Presentation of 25-year certificates, pins, and checks – Mayor Atchison
 - Presentation of 30-year certificate and pin – Councillor Garcia
 - Presentation of 35-year certificate and pin – Mayor Pro Tem Briggs

Expenditure Required: \$5,000

Source of Funds: \$5,000 – General Fund – Police Department

Policy Issue

None identified.

Alternative

None identified.

Background Information

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

Will Leo	Crewleader	Parks, Recreation & Libraries
Kurt Muehlemeyer	Pavement Management Coordinator	Public Works & Utilities
Rob Walls	Foreman	Parks, Recreation & Libraries

The following 25-year employees will be presented with a certificate, service pin, and check:

Louis Engleberg	Senior Police Officer	Police Department
Heather Wood Malone	Senior Police Officer	Police Department

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

David Puntenney	Information Technology Director	Information Technology
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The following 35-year employee will be presented with a certificate and service pin:

Dave Downing	City Engineer	Community Development
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On November 11, 2015, the City Manager will host an employee awards luncheon. During this time, five (5) employees will receive their 15-year service pins; nine (9) employees will receive their 10-year service pins; and six (6) employees will receive their 5-year service pins. Recognition will also be given to those celebrating their 20th, 25th, 30th, and 35th anniversaries. This is the sixth luncheon in 2015 to recognize and honor City employees for their service to the public.

The aggregate City service represented among this group of employees for the sixth luncheon is 370 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. Background information on each individual being recognized is attached.

The recognition of employee's years of service addresses City Council's Strategic Plan Goal of "Financially Sustainable Government Providing Excellence in City Services." Recognition efforts have long been recognized as an important management practice in organizations striving to develop loyalty, ownership and effectiveness in their most valuable resource – employees.

Respectfully submitted,

Stephen P. Smithers
Acting City Manager

Attachment: Background on employees being recognized



Agenda Memorandum

City Council Meeting
November 9, 2015



SUBJECT: Financial Audit Firm Contract for Fiscal Years 2015-2019

Prepared By: Cherie Sanchez, Accounting Manager

Recommended City Council Action

Based on the recommendation of the City Manager, the City Council finds that the public interest would be best served by awarding a contract in the amount of \$66,000 to the firm of BKD, LLP for independent, professional auditing services for the City's annual financial audit for the fiscal year 2015, with an option to renew for an additional four one-year terms in amounts \$67,300, \$68,600, \$69,900, \$71,200 for audit years 2016 through 2019, respectively, subject to annual appropriation, and a project contingency of \$5,000 per year for each year the contract is renewed.

Summary Statement

- The City's auditing services contract expired at the conclusion of the 2014 financial audit. On September 21, 2015, a request for proposal (RFP) was sent directly to four auditing firms and was publicly posted on the City's website through Demand Star. The RFP solicited bids for independent financial auditing services for the City's annual financial audit as required by City charter.
- Five firms submitted bids for consideration. A panel consisting of the Accounting Manager, Accountants, and Retirement Administer evaluated and graded proposals based on each firm's expertise and experience, audit approach, and price. The panel, plus the Finance Director, interviewed all five firms and performed reference checks on the prevailing firm.
- Staff is recommending that BKD, LLP (BKD) be awarded the contract, having emerged as the most responsive, responsible bidder. BKD is one of the largest CPA firms in the country with more than 350 city, county and state governmental clients nationwide. They offer the resources of a national firm and the accessibility of a local firm with offices in both Denver and Colorado Springs.
- BKD's cost proposal for a five year period would be an increase of 14% over the last contract agreement that was signed in 2010. Sufficient funds have been budgeted and are available for 2015 and 2016. Funding of additional fiscal year audits would be contingent upon annual appropriation.
- A \$25,000 contingency has been included to cover any additional fees the City might incur for services performed by BKD relative to new rules, regulations, accounting or auditing standards, and pertinent training. It will also cover any consent letters, if needed, for any bond financings or other "deliverable."

Expenditure Required: \$71,000 for 2016, \$72,300 for 2017

Source of Funds: General Fund – Finance Department Operating Budget

Policy Issue

Should the City engage in a contract for independent auditing services with BKD?

Alternative

1. Council could decide not to contract with BKD for independent auditing services and require Staff to undergo the bid process again. This is not recommended. BKD's proposal and bid were satisfactory in meeting the City's specifications for independent auditing services as outlined in the request for proposal. Reopening the bidding process would be inefficient for Staff in terms of planning and preparing for the audit as well as for the audit firm in performing auditing services within a mutually beneficial timeframe.
2. Council could decide to contract with the low bidder instead of BKD. This is not recommended based on the RFP review committee's evaluation of proposals.

Background Information

Per the City's charter, a financial audit of the City's basic financial statements must be performed in conformity with Generally Accepted Accounting Principles at least annually. The audit must be conducted by certified public accountants experienced in municipal accounting that have been selected by Council. The RFP process was administered in accordance with the US General Accountability Office guidelines, as summarized in the Government Finance Officers Association Committee on Accounting, Auditing and Financial Reporting Best Practice guide for audit procurement.

Historically, Council has engaged in a one-year contract, renewable for an additional four one-year terms (up to a total of five years) with audit firms, subject to annual review and appropriation. A one-year contract with four renewal options is preferred over a shorter term contract to allow for continuity in the audit, and is endorsed by the Government Finance Officers Association as the appropriate duration of a contract when obtaining the services of independent auditors.

On September 21, 2015, Staff sent the RFP to four financial auditing service firms. As members of the Colorado Government Finance Officers Association, these businesses were targeted given their track records, overall competence and familiarity with governmental auditing. Public access to the RFP was also made available on the City's website through Demand Star.

Firms were asked to submit a technical as well as a sealed cost proposal. The technical portion of the proposal was to outline the firm's qualifications, competence and capacity to undertake an independent audit for the City in conformity with the requirements of the RFP. The cost proposal was to include a total all-inclusive maximum price, staff rates and hours, as well as costs for optional and additional professional services.

Five firms submitted bids for consideration. A five member panel consisting of the Accounting Manager, Accountants, and Retirement Administrator evaluated and graded each proposal based on a firm's expertise and experience, audit approach, and price. The panel, which included the Finance Director, conducted interviews with all five firms and relevant reference checks were made by the Accounting Manager. Of the five firms considered, BKD emerged as the most responsive, responsible bidder.

BKD is the City's current audit firm, just concluding a contract renewal period of five years. BKD's client service provided to the City of Westminster over the past five years has been exceptional. To ensure continued auditor independence and objectivity, they have proposed rotating the engagement partner and audit "in-charge" staff to provide a fresh look at the City's financial statements.

Should Council accept Staffs’ recommendation to employ BKD, the overall price of the audit service contract would increase 14% from the last contract agreement that the City signed with them in 2010. A summary of each bidder’s cost proposal is shown below. While Anton Collins Mitchell (ACM) was the lowest bidder, BKD’s depth of experience and qualifications were stronger.

Year	ACM	BKD	CLA	McGladrey	Eide Bailly
2015	\$ 59,500	\$ 66,000	\$ 65,250	\$ 65,300	\$ 64,125
2016	60,500	67,300	66,960	67,300	64,125
2017	61,500	68,600	68,700	69,300	65,850
2018	62,500	69,900	70,505	71,300	69,100
2019	63,500	71,200	72,385	73,400	72,600
	307,500	343,000	343,800	346,600	335,800
*Single Audit Adjustment	17,500	-	-	-	42,500
	<u>\$ 325,000</u>	<u>\$ 343,000</u>	<u>\$ 343,800</u>	<u>\$ 346,600</u>	<u>\$ 378,300</u>

*BKD, CLA, and McGladrey based their bids on performing audits of two major programs per year for the federally mandated Single Audit; ACM and Eide Bailly’s bids were based on auditing one major federal program per year. An adjustment has been added to both ACM and Eide Bailly’s bids to reflect the additional cost of auditing a second major federal program per year over the next five years. On average over the past five years, the City’s Single Audit has included two major programs under the OMB’s A-133 guidance. OMB’s A-133 guidance was superceded by the new Uniform Guidance that became effective for new awards beginning on December 26, 2014. It is unclear how the new guidance will impact the number of City awards that will ultimately be audited on an annual basis.

BKD, the second lowest bidder, is one of the largest CPA and advisory firms in the country with more than 350 city, county and state governmental clients nationwide. They offer the resources of a national firm and the accessibility of a local firm with offices in both Denver and Colorado Springs. BKD’s National Not-for-Profit and Government Group includes more than 130 professionals who spend more than 50 percent of their time providing audit services to governmental entities. Their Colorado practice includes approximately 25 professionals whose focus is on serving government and not-for-profit clients. Some of the firm’s similar audits over the past five years include the City and County of Denver, City of Aurora, City of Arvada, City of Greenwood Village and the Colorado Water Resources and Power Development Authority.

Individual staff members that would be assigned to the City’s audit have between three and thirty years of audit experience with government entities. BKD has experience with the City’s more complicated reporting items such as special districts, urban renewal authorities, housing authorities, the Single Audit, and complex debt structures and well as new Governmental Accounting Standards Board reporting requirements. The lead engagement managing director and audit director would perform the final review of the audit work papers on site, lending to an efficient audit.

In addition to quality audit services, Staff has experienced firsthand BKD’s proactive style, their awareness of new accounting pronouncements and familiarity with requirements, as well as their knowledge of generally accepted accounting principles. BKD’s complementary e-mail advisories, webcasts and annual governmental seminar enables Staff to stay abreast of governmental accounting standards and other matters throughout the year.

BKD’s value added service over the past five years has included consultation with Staff on:

- Accounting for complex debt transactions;
- Accounting for complex real estate transactions and agreements associated with urban renewal, including the transactions relating to the re-development of the Downtown Westminster and the South Westminster TOD areas and the sale of the Westminster Commons;

- Implementation of new accounting standards and potential policy and/or accounting changes;
- Compliance and reporting requirements relative to managing federal awards; and
- Compliance requirements of the Government Finance Officers Association Certificate of Achievement for Excellence in financial reporting program.

Additionally, BKD provided an onsite Federal Awards administration training for Accounting and grant managers to better understand the requirements of the OMB's A133 compliance supplement.

Based on the proposal submitted by BKD, the total contract cost of \$343,000 over the five year period, plus a \$25,000 contingency for significant research or time spent on periodic accounting and standards implementation advice, or relevant organizational training, or any other "deliverable," such as a consent letter used in a financing, results in a 5-year cost of \$368,000. BKD and the City would reach a mutual understanding regarding any fee amount requiring the use of contingency prior to commencement of work by BKD. This is within the original cost estimate for this project. Funds for the project were approved by City Council in the City of Westminster's Adopted 2015-2016 Budget.

Although, the 2015 annual audit fee falls below the \$75,000 threshold required to be approved by Council, Staff is requesting approval of the contract award since BKD is not the lowest bidder. If approved, Council will be receiving communications as required by auditing standards from BKD at the beginning of the audit engagement to review the scope of the annual financial audit, and again at the end of the audit to report results.

This recommendation supports the City Council's Strategic Plan Goal of Financially Sustainable Government Providing Excellence in City Services by ensuring cost effective, value added independent professional financial auditing services for the City of Westminster.

Respectfully submitted,

Stephen P Smithers
Acting City Manager



Agenda Memorandum

City Council Meeting
November 9, 2015



SUBJECT: Intergovernmental Service Agreement with the City of Westminster Park 1200 General Improvement District

Prepared By: Karen Creager, Special Districts Accountant

Recommended City Council Action

Authorize the City Manager to execute an Intergovernmental Service Agreement with the City of Westminster Park 1200 General Improvement District in substantially the same form as the attached agreement regarding the payment of a service fee to the City.

Summary Statement

- The City of Westminster Park 1200 General Improvement District (District) was created on August 10, 2015, with the primary purpose of acquiring, constructing, installing, operating or maintaining Improvements and/or providing services within and for the District.
- The District has no Staff; therefore, the City provides crucial administrative services to the District.
- The Intergovernmental Service Agreement (IGSA) between the City and the District will outline the obligations with regard to administrative services provided to the District by the City and the District's compensation to the City for such services.
- This agreement is retroactive to January 1, 2015.
- If the Park 1200 Development is not approved, the District would be dissolved and the agreement would be terminated as there would be no services provided by the City.

Expenditure Required: Administrative Fee: \$10,000/year for 2015-2017. Future expenditures to be determined each year during the annual budget process and pursuant to the terms of the IGSA.

Source of Funds: Revenues for the District including property taxes, ownership taxes and interest earnings

Policy Issue

Should City Council authorize the attached IGSA with the District?

Alternative

An alternative would be to not authorize the attached IGSA between the City and the District. This is not recommended as the City provides crucial administrative services that could be more costly if the District were to outsource the services. Additionally, the City is compensated by seven other General Improvement Districts (GIDs) located within the City that utilize City Staff for administrative services.

Background Information

The City of Westminster Park 1200 General Improvement District was created on August 10, 2015, and is generally located on the south side of 120th Avenue between Pecos Street and Huron Street. The District was established with the primary purpose of acquiring, constructing, installing, operating or maintaining Improvements that may include but are not limited to site grading, sidewalks, parking improvements, water and sewer lines, landscaping, irrigation, site lighting, drainage improvements, site amenities such as benches, fountains, and required signage and providing services that may include but are not limited to police and fire protection, municipal and building code enforcement, professional services including but not limited to planning, engineering, building and construction inspection, financial administration and legal services, and any other service that the City is authorized to provide within and for the District.

As the District does not have its own professional staff, the City provides various necessary administrative services. These services include but are not limited to, legal (provided no conflict of interest exists between the City and the District), accounting, management and clerical. The District benefits by having the City provide these services as the services would be more costly if the District were to outsource them. Currently, the City has IGSA's with seven other GID's located within the City to be paid for such administrative services provided to these Districts.

The attached IGSA outlines the services that the City will provide and the fee the District will pay to the City for those services. The fee is to be set annually through the budget process and is labeled "Administration" in the District's budget. The fee is due on or before August 1 each year. Services have been provided to the District beginning in 2015; however, no IGSA was in place allowing for the payment of the fee. The attached IGSA is retroactive to January 1, 2015. The IGSA sets the fee at \$10,000 annually for 2015-2017 and provides for repayment of the fee from future excess revenues if the fee is not fully paid when due. The first year the District will receive revenue is 2017. It is anticipated that revenues in 2017 will not be sufficient to pay the full amount of the fee due until the development progresses.

The action requested in this agenda memorandum relates to the City's Strategic Plan goal of Visionary Leadership, Effective Governance and Proactive Regional Collaboration and Dynamic, Diverse Economy by assuring that the City receives payment, when appropriate, for the services it provides to the Park 1200 General Improvement District.

Respectfully submitted,

Stephen P. Smithers
Acting City Manager

Attachment – IGSA Agreement

INTERGOVERNMENTAL SERVICE AGREEMENT

THIS INTERGOVERNMENTAL SERVICE AGREEMENT (the "Agreement") is made and entered into this day ___ of _____ (the "Effective Date") by and between THE CITY OF WESTMINSTER, COLORADO, a Colorado home-rule municipality, and the CITY OF WESTMINSTER PARK 1200 GENERAL IMPROVEMENT DISTRICT (the "Parties.")

RECITALS

WHEREAS, the City of Westminster, Colorado (the "City") is a Colorado home-rule municipality, created, established, existing, and acting under the provisions of Article XX of the Constitution of the State of Colorado and the City Charter; and

WHEREAS, the City of Westminster Park 1200 General Improvement District (the "District") is a quasi-municipal corporation and political subdivision of the State of Colorado, established, existing, and acting pursuant to the provisions of Part 6, Article 25, Title 31, Colorado Revised Statutes (the "Act"); and

WHEREAS, Section 18(2)(a) of Article XIV of the Constitution of the State of Colorado provides that nothing in the Constitution shall be construed to prohibit the State or any of its political subdivisions from cooperating or contracting with one another or with the government of the United States to provide any function, service or facility lawfully authorized to each of the cooperating or contracting units, including the sharing of costs, the imposition of taxes, or the incurring of debt; and

WHEREAS, Part 2 of Article 1 of Title 29 of the Colorado Revised Statutes, as amended, authorizes and enables governments of the State of Colorado to enter into cooperative agreements or contracts; and

WHEREAS, the Constitution and the laws of the State of Colorado permit and encourage local government entities to cooperate with each other to make the most efficient and effective use of their powers and responsibilities; and

WHEREAS, the District does not have its own professional staff and is in need of administrative services, including but not limited to legal, accounting, management, financial, clerical and similar services; and

WHEREAS, the City is willing to provide such services in exchange for the consideration set forth in this Agreement; and

WHEREAS, pursuant to C.R.S. § 32-25-611, the District has the power to enter into contracts and agreements affecting the affairs of the District.

NOW, THEREFORE, in consideration of the mutual undertakings herein contained, and other good and valuable consideration, the Parties covenant and agree as follows:

ARTICLE I

TERM OF AGREEMENT

SECTION 1. Effective Date of the Agreement; Duration of Agreement Term. The Initial Term of this Agreement shall be January 1, 2015 through December 31, 2015. Thereafter, this Agreement shall automatically renew for additional one-year periods commencing on each January 1 following the Initial Term, provided, however, that either party may terminate this Agreement upon at least thirty (30) days advance notice to the other, in which case this Agreement shall be deemed terminated as of the last day of the month next following the month in which said notice is given, or such other date to which the Parties may agree.

ARTICLE II

SERVICES

SECTION 2.1 City Services. The City agrees to provide to the District administrative services reasonably required to operate the District to fulfill the purposes for which it was created. Such services shall include, but are not limited to, legal (provided no conflict of interest exists between the City and the District), accounting, management, financial, and clerical services (the "Services"). Said Services shall be provided by City staff on an as-needed basis as may be required by the applicable laws and regulations pertaining to the operations of a General Improvement District.

SECTION 2.2 Compensation. As compensation for the Services, the District shall pay the City the lump sum annual fee labeled "Administration" as specified in the Annual Budget as adopted by the District. However, the Administration fee for the initial term of the Agreement and the two subsequent terms will be \$10,000 for each term. This Administration fee shall be due on or before August 1 of the year in which the Services are provided. If the Administration fee is not paid by the District when due, and so long as this Agreement is not terminated, unpaid fees shall accrue and be due and owing without interest when District future excess revenues are available subject to the right of the District to terminate this Agreement. In the event of any termination of this Agreement prior to the August 1 payment date, the District shall pay the City a pro-rated fee based on the length of time the Services were actually provided without payment. In the event of termination, however, there shall be no refund of any previously paid fees to the City.

ARTICLE III

MISCELLANEOUS PROVISIONS

SECTION 3.1 Remedies. A breach by either party to this Agreement shall entitle the non-breaching party to any and all remedies at law or in equity. In any action brought to enforce this Agreement, the prevailing party shall be entitled to recover from the other its reasonable attorneys fees and costs. Before bringing any such action, however, the Parties agree to attempt in good faith a mediated resolution of their dispute using a mutually acceptable professional and independent mediator.

SECTION 3.2 Amendments. This Agreement may be amended at any time by mutual written agreement of the Parties.

SECTION 3.3 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such determination shall not affect, impair or invalidate the remaining provisions hereof, the intention being that the various provisions hereof are severable.

SECTION 3.4 TABOR. Nothing in this Agreement shall be deemed or construed as creating a multiple fiscal year obligation within the meaning of Colorado Constitution Article X, Section 20, commonly known as "TABOR." The obligations of the Parties hereto shall be subject to appropriation of the necessary funds to meet said obligations on an annual basis by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused their names and seals to be affixed as of the date and year noted above.

CITY OF WESTMINSTER, COLORADO

By: _____
City Manager, City of Westminster

(SEAL)

ATTEST:

City Clerk

**CITY OF WESTMINSTER PARK 1200
GENERAL IMPROVEMENT DISTRICT**

By: _____
Mayor, Presiding Officer of the District

ATTEST:

APPROVED AS TO LEGAL FORM:

Secretary

By _____
City Attorney, Attorney for the District



Agenda Memorandum

City Council Meeting
November 9, 2015



SUBJECT: Bond and Disclosure Counsel for the Issuance of Water and Wastewater Utility Enterprise Bonds

Prepared By: David Frankel, City Attorney
Tammy Hitchens, Finance Director

Recommended City Council Action

Authorize the City Manager to execute agreements for bond counsel services with Butler Snow for a fee not to exceed \$30,000 and for disclosure counsel services with Kutak Rock, LLC for a total fee not to exceed \$35,000, both in connection with the planned 2016 issuance of Water and Wastewater Utility Enterprise Bonds as identified in the Amended 2016 Budget within the Utility Fund.

Summary Statement

- All special counsel agreements are subject to approval by the City Council in accordance with City Charter requirements.
- Representatives from Butler Snow previously worked for Sherman & Howard, who were legal counsel on a number of past debt financings, including financings for the Water and Wastewater Utility Enterprise, Sales and Use Tax Revenue Bonds, Park, Open Space, and Trails (POST) bonds, and various Certificate of Participation (COPs).
- Kutak Rock represented the City as disclosure counsel for the financing issues noted above.
- The proposed fees are well within the range of fees experienced for similar financings in the past and will be included as part of the issuance cost for this financing.

Expenditure Required: \$65,000

Source of Funds: Bond Financing Proceeds in the FY 2016 Utility Fund

Policy Issue

Should the City retain bond and disclosure counsel for the anticipated issuance of approximately \$50 million in Water and Wastewater Utility Enterprise Bonds in 2016?

Alternatives

1. Do not retain special legal counsel for these transactions. This is not recommended because the bonds cannot be closed without an opinion of bond counsel and an Official Statement prepared by disclosure counsel.
2. Retain other firms to complete this work. Staff is very confident in the abilities of these two firms and believes that the background and continuity that they bring to this transaction is critical.

Background Information

External legal counsel is required for the issuance of publicly offered debt by the City. The City's Water and Wastewater Utility Enterprise intends to issue revenue bonds during the Spring of 2016 to fund high priority water and wastewater system infrastructure needs as identified in the 2016 amended budget. Projects currently budgeted include the Little Dry Creek Interceptor Sewer Repair/Replacement, the Pressure Zone 3 Expansion and the Big Dry Creek Dewatering and Biosolids Handling Improvements projects. The approximate amount of this bond issue is projected at \$50 million, with approximately \$32 million of the proceeds allocated to wastewater projects and approximately \$18 million of the proceeds allocated to water projects. The proposed fees for external counsel would be paid out of proceeds at closing.

As with all public, tax-exempt financings, this financing will require an opinion from a nationally recognized law firm regarding certain tax-related matters. Mr. Dee Wisor of Butler Snow has served as the City's bond counsel on numerous other issues and is thoroughly familiar with the City's Charter, ordinances, and outstanding bond covenants.

In addition, federal securities laws require the City to issue an Official Statement in connection with this financing. Mr. Tom Peltz of Kutak Rock is a recognized expert in disclosure matters under the federal securities laws. This firm has acted in this capacity on numerous other bond issues and financings, and is familiar with the City's financial position, the general economic condition of the City, the City's detailed financial information, and other material facts related to the City's preparation of a satisfactory Official Statement in connection with this financing.

The fees quoted by the recommended firms are reasonable and in line with past financings, and the familiarity of these firms with the City and its financial and legal documents is very valuable. The efficiencies in retaining these firms are significant and will help assure an expeditious closing of this important financing.

This recommended action supports the strategic objectives of a Financially Sustainable Government Providing Excellence in City Services. The anticipated financing requires the services of external legal services to help the City secure bond funding for a portion of Utility Fund capital projects at a time of historically low borrowing costs.

Respectfully submitted,

Stephen P. Smithers
Acting City Manager

Attachments Bond Counsel – Butler and Snow
 Disclosure Counsel - Kutak Rock

BUTLER | SNOW

October 7, 2015

City of Westminster
Office of the City Attorney
4800 West 92nd Avenue
Westminster, CO 80031

Attention: David Frankel, Esq.

\$50,000,000 (approximate)
Water and Wastewater Utility Enterprise, Water and Wastewater Revenue Bonds,
Series 2016

Dear David:

We are pleased to confirm our engagement as bond counsel to the City of Westminster (the "City"). We appreciate your confidence in us and will do our best to continue to merit it.

We believe it is good practice to set forth in writing (and in some detail) the elements of our mutual understanding in establishing our attorney-client relationship. While some of the matters covered in this engagement letter will never be relevant or of concern between us, we hope you will understand that as attorneys and counselors it is our natural function to try to make communication clear and complete, and to anticipate and resolve questions before they arise. We also believe that the performance of our services may require your effort and cooperation. Consequently, the better we each understand our respective roles, responsibilities and contributions, the more efficient, effective and economical our work for you can be.

Personnel

This letter sets forth the role we propose to serve and the responsibilities we propose to assume as bond counsel to the City in connection with the above referenced bonds (the "Bonds"). We understand that the City Council has authorized the execution of this letter and has delegated to you the authority to sign this letter and to represent the City during this financing. Dee Wisor and Kim Crawford will be principally responsible for the work performed by Butler Snow LLP on your behalf, and he will report to and take direction from the City Attorney. Where appropriate, certain tasks may be performed by other attorneys or paralegals. At all times, however, Mr. Wisor will coordinate, review, and approve all work completed for the City.

1801 California Street
Suite 5100
Denver, CO 80202

DEE P. WISOR
720.330.2357
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www.butlersnow.com

Scope of Employment

Bond counsel is engaged as a recognized expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of bonds. As your bond counsel, we will: examine applicable law; consult with the parties to the transaction prior to the issuance of the Bonds; prepare customary authorizing and operative documents, which may include proceedings relating to: the election authorizing the issuance of the Bonds, the authorization of the sale and issuance of the Bonds, and closing certificates; review a certified transcript of proceedings; and undertake such additional duties as we deem necessary to render the opinion. Subject to the completion of proceedings to our satisfaction, we will render our opinion relating to the validity of the Bonds, the enforceability of the security for the Bonds, and the exclusion of the interest paid on the Bonds (subject to certain limitations which may be expressed in the opinion) from gross income for federal income tax purposes and for Colorado income tax purposes.

As bond counsel, we will not assume or undertake responsibility for assisting in the preparation of the Official Statement with respect to the Bonds (the "Official Statement"), nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of the Official Statement. We understand that Kutak Rock LLP is acting as disclosure counsel to the City in connection with the Official Statement and: (i) will prepare the Official Statement, and (ii) will provide a letter with respect to compliance with the state and federal securities laws upon which the Authority may rely. Our responsibility as bond counsel will include the preparation or review of any description in the Official Statement of: (i) Colorado and federal law pertinent to the validity of and security for the Bonds, as well as the tax treatment of interest paid thereon, (ii) the terms of the Bonds, and (iii) our opinion. In addition, we would like to review a draft copy of the Official Statement so that we may have an opportunity to comment on it; however, such review is only for the protection of our firm and would not serve to protect the City or purchasers of the Bonds.

In rendering our opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation. Our opinion will be addressed to the City and will be executed and delivered by us in written form on the date the Bonds are exchanged for its purchase price (the "Closing"). The opinion will be based on facts and law existing as of their date.

Our services as bond counsel are limited to those contracted for explicitly herein; the City's execution of this letter constitutes an acknowledgment of those limitations. Specifically, but without implied limitation, our responsibilities do not include any representation by Butler Snow LLP in connection with any IRS audit or any litigation involving the City or the Bonds, or any other matter. Neither do we assume responsibility for the preparation of any collateral documents (*e.g.*, environmental impact statements) which are to be filed with any state,

federal or other regulatory agency. Nor do our services include financial advice (including advice about the structure of the Bonds) or advice on the investment of funds related Bonds.

Representation of the City

In performing our services as bond counsel, the City will be our client and an attorney-client relationship will exist between us. We will represent the interests of the City rather than the City Council or its individual members. We will work closely with the City Attorney and will rely on his opinion with regard to specific matters, including pending litigation. We assume that other parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. Our limited representation of the City does not alter our responsibility to render an objective opinion as bond counsel.

Conflicts of Interest

Our firm sometimes represents, in other unrelated transactions, certain of the financial institutions that may be involved in this Bond transaction, such as underwriters, credit enhancers, and banks that act as paying agents or trustees. We do not believe that there is a significant risk that any of these representations will materially limit our ability to provide competent and diligent representation of the City in connection with the Bonds, even though such representations may be characterized as adverse under the Colorado Rules of Professional Conduct (the "Rules"). In any event, during the term of our engagement hereunder, we will not accept a representation of any of these parties in any matter in which the City is an adverse party. However, pursuant to the Rules, we do ask that you consent to our representation of such parties in transactions that do not directly or indirectly involve the City. Your execution of this letter will signify the City's prospective consent to such representations in matters unrelated to the Bonds while we are serving as bond counsel hereunder.

Fee Arrangement

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fee for this engagement will be \$30,000. Such fee may vary: (i) if the principal amount of the Bonds actually issued increases significantly, (ii) if material changes in the structure of the financing occur, (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time or our responsibilities or (iv) the Bonds are not issued by May 1, 2016. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will consult with you.

Our fees are usually paid at Closing out of Bonds proceeds. We customarily do not submit any statement until the Closing, unless there is a substantial delay in completing the

financing. We understand and agree that our fees will be paid at Closing out of proceeds. If the financing is not consummated, we understand and agree that we will not be paid. If, for any reason, the financing is completed without our opinion as bond counsel, we will expect to be compensated at our normal hourly rates (currently ranging from \$640 to \$100 depending on personnel) for time actually spent on your behalf, plus disbursements.

Termination of Engagement

The above fees contemplate compensation for usual and customary services as bond counsel as described above. Upon delivery of the opinion, our responsibilities as bond counsel will terminate with respect to this financing, and our representation of the City and the attorney-client relationship created by this engagement letter will be concluded. Specifically, but without implied limitation, we do not undertake to provide continuing advice to the City or to any other party to the transaction. Many post-issuance events may affect the Bonds, the tax-exempt status of interest on the Bonds, or liabilities of the parties to the transaction. Such subsequent events might include a change in the project to be financed with Bond proceeds, a failure by one of the parties to comply with its contractual obligations (*e.g.*, rebate requirements, continuing disclosure requirements), an IRS audit, or a change in federal or state law. Should the City seek the advice of bond counsel on a post-closing matter or seek other, additional legal services, we would be happy to discuss the nature and extent of our separate engagement at that time.

Document Retention

At or within a reasonable period after Closing, we will review the file to determine what materials should be retained as a record of our representation and those that are no longer needed. We will provide you with a copy of the customary transcript of documents after Closing and will return any original documents obtained from you (if a copy is not included in the transcript). Our document retention policy is attached hereto.

Publicity Concerning This Matter

Often matters such as this are of interest to the public. Also, many clients desire favorable publicity. Therefore, we may publish information on this matter (including but not limited to our firm website) unless you instruct us not to do so. In any event, we will not divulge any non-public information regarding this matter.

Approval

If the estimated fees, the requested consent to the potential future representation of the parties described under "Conflicts of Interest", and other foregoing terms of this engagement are acceptable to you, please so indicate by returning a copy of this letter signed by the officer so authorized, keeping a copy for your files.

We are pleased to have the opportunity to serve as your bond counsel and look forward to a mutually satisfactory and beneficial relationship. We are deeply committed to the proposition that our clients must be satisfied with the quality of our services as well as the amount of our charges. Our effectiveness and your best interest are enhanced by an atmosphere of candor and confidence between us, not only as to the facts and circumstances of the legal issues on which we are working, but also as to the attorney-client relationship itself. If at any time you have questions concerning our work or our fees, we hope that you will contact us immediately.

BUTLER SNOW LLP

By: Dee P. Wilson

ACCEPTED AND APPROVED:

CITY OF WESTMINSTER, COLORADO

By: _____

Its: _____

Date: _____

DPW/jw
Enclosure

**NOTICE TO CLIENTS OF BUTLER SNOW'S
RECORD RETENTION & DESTRUCTION POLICY FOR CLIENT FILES**

Butler Snow maintains its client files electronically. Ordinarily, we do not keep separate paper files. We will scan documents you or others send to us related to your matter to our electronic file for that matter and will ordinarily retain only the electronic version while your matter is pending. **Unless you instruct us otherwise, once such documents have been scanned to our electronic file, we will destroy all paper documents provided to us.** If you send us original documents that need to be maintained as originals while the matter is pending, we ordinarily will scan those to our client file and return the originals to you for safekeeping. Alternatively, you may request that we maintain such originals while the matter is pending. If we agree to do that, we will make appropriate arrangements to maintain those original documents while the matter is pending.

At all times, records and documents in our possession relating to your representation are subject to Butler Snow's Record Retention and Destruction Policy for Client Files. Compliance with this policy is necessary to fulfill the firm's legal and ethical duties and obligations, and to ensure that information and data relating to you and the legal services we provide are maintained in strict confidence at all times during and after the engagement. All client matter files are subject to these policies and procedures.

At your request, at any time during the representation, you may access or receive copies of any records or documents in our possession relating to the legal services being provided to you, excluding certain firm business or accounting records. We reserve the right to retain originals or copies of any such records or documents as needed during the course of the representation.

Unless you instruct us otherwise, once our work on this matter is completed, we will designate your file as a closed file on our system and will apply our document retention policy then in effect to the materials in your closed files. At that time, we ordinarily will return to you any original documents we have maintained in accordance with the preceding paragraph while the matter was pending. Otherwise, we will retain the closed file materials for our benefit and subject to our own policies and procedures concerning file retention and destruction. Accordingly, if you desire copies of any documents (including correspondence, e-mails, pleadings, contracts, agreements, etc.) related to this matter or generated while it was pending, you should request such copies at the time our work on this matter is completed.

You will be notified and given the opportunity to identify and request copies of such items you would like to have sent to you or someone else designated by you. You will have 30 days from the date our notification is sent to you to advise us of any items you would like to receive. You will be billed for the expense of assimilating, copying and transmitting such records. We reserve the right to retain copies of any such items as we deem appropriate or necessary for our use. Any non-public information, records or documents retained by Butler Snow and its employees will be kept confidential in accordance with applicable rules of professional responsibility.

Any file records and documents or other items not requested within 30 days will become subject to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files and will be subject to final disposition by Butler Snow at its sole discretion. Pursuant to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files, all unnecessary or extraneous items, records or documents may be removed from the file and destroyed. The remainder of the file will be prepared for closing and placed in storage or archived. It will be retained for the period of time established by the policy for files related to this practice area, after which it will be completely destroyed. This includes all records and documents, regardless of format.

While we will use our best efforts to maintain confidentiality and security over all file records and documents placed in storage or archived, to the extent allowed by applicable law, Butler Snow specifically disclaims any responsibility for claimed damages or liability arising from damage or destruction to such records and documents, whether caused by accident; natural disasters such as flood, fire, or wind damage; terrorist attacks; equipment failures; breaches of Butler Snow's network security; or the negligence of third-party providers engaged by our firm to store and retrieve records.

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October 27, 2015

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David Frankel, Esq.
City Attorney
City of Westminster
4800 W. 92nd Avenue
Westminster, CO 80031

Re: Proposed issuance of Water and Wastewater Revenue Bonds, Series 2016, issued by the City of Westminster, Colorado Water and Wastewater Utility Enterprise

Dear David:

We are pleased to submit this letter for our engagement Disclosure Counsel to the City of Westminster (the "City") in the issuance of the above referenced Water and Wastewater Revenue Bonds, Series 2016 (the "Bonds"). The Bonds are expected to be issued in the approximate principal amount of \$50,000,000 and to close in the first quarter of 2016. The City will be assisted in the financing by its financial advisor, FirstSouthwest, and the Bonds are to be underwritten by George K. Baum & Company (the "Underwriter").

Scope of Engagement

Official Statement. In this engagement, we expect to render legal advice to the City in the preparation of an official statement to be used in the offer and sale of the Bonds (the "Official Statement"). In connection with this service, Kutak Rock LLP ("Kutak Rock") will represent to the City that, while we are not passing upon, and do not assume responsibility for, the accuracy, completeness or fairness of the statements contained in the Official Statement, nothing has come to the attention of the attorneys in our firm who have worked on this engagement which leads us to believe that the final Official Statement (other than the financial, statistical or engineering data and information contained therein, any expressions of opinion or projections contained therein, and information provided for inclusion by any bond insurer or other providers of credit enhancement as to which we express no view or belief) as of its date contained, or as of the date hereof contains, any untrue statement of a material fact or as of its date omitted, or as of the date hereof omits, to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

KUTAK ROCK LLP

David Frankel, Esq.
October 27, 2015
Page 2

Bond Purchase Agreement. In our engagement, we also are expected to draft a Bond Purchase Agreement between the City and the Underwriter relating to the purchase of the Bonds by the Underwriter and the sale of the Bonds by the City.

Limitation of Duties. Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include preparing blue sky or investment surveys with respect to the Bonds or making an investigation or expressing any view as to the creditworthiness of the City or the Bonds.

Responsible Attorney. The attorney assigned to this engagement will be Tom Peltz. Mr. Peltz has been acting as counsel to the City of Westminster and related entities for more than 30 years. In providing legal services to the City at the most efficient costs, Mr. Peltz will be assisted by our paralegal who has worked on a number of prior City financings, Ardie White, and by a junior partner at Kutak Rock.

Attorney-Client Relationship

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as Disclosure Counsel are limited to those contracted for in this letter; the City's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds.

Conflicts

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions with the City. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Execution of this letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

KUTAK ROCK LLP

David Frankel, Esq.
October 27, 2015
Page 3

Fees

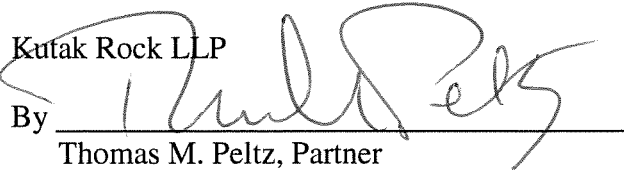
Based upon: (a) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (b) the duties we will undertake pursuant to this engagement letter; (c) the time we anticipate devoting to the financing; and (d) the responsibilities we will assume in connection therewith, our fee will be \$35,000. Our fee may vary: (i) if the principal amount of Bonds actually issued differs significantly from the amount stated above; (ii) if material changes in the structure or schedule of the financing occur; or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will advise you. We will not expect to be reimbursed for client charges made or incurred on your behalf, such as photocopying, deliveries, long distance telephone charges, facsimile charges, filing fees, computer-assisted research and other expenses.

We understand and agree that our fees will be paid at the Closing. If the financing is not consummated, we understand and agree that we will not be paid for services rendered to the City pursuant to this engagement.

Records

At your request, papers and property furnished by you will be returned. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the termination of this engagement.

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

Kutak Rock LLP
By 
Thomas M. Peltz, Partner

Accepted and Approved

City of Westminster

By _____

Title _____

Date: _____



Agenda Memorandum

City Council Meeting
November 9, 2015



SUBJECT: Second Reading of Councillor's Bill No. 51 re Creation of the Westminster Inclusivity Board

Prepared By: Alexa Priddy, Communication and Outreach Coordinator

Recommended City Council Action

Pass Councillor's Bill No. 51 on second reading, approving the addition of a new chapter in the Westminster Municipal Code authorizing the establishment of an Inclusivity Board.

Summary Statement

- City Council action is requested to pass the attached Councillor's Bill No. 51 on second reading which would establish the Inclusivity Board to advise City Council on matters pertaining to inclusivity in the City of Westminster.
- This Councillor's Bill No. 51 was passed on first reading on October 26, 2015.
- Based on discussions with the Inclusivity Task Force, Staff recommends a 13-member board structure with two alternates. The Westminster Inclusivity Task Force saw significant need to address issues of inclusivity in the City of Westminster. Issues of inclusiveness identified by the Task Force included many issues common to modern cities: housing and homelessness, education, participation and civil discourse, mental and physical health, food access and disparity, language access, racial and other inequalities.
- The creation of an Inclusivity Board would assist City Council in proactively addressing inclusivity issues in the City of Westminster. This proposal also supports the City Council's 2015 Strategic Plan Goal of a Vibrant, Inclusive and Engaged Community where Westminster is represented by inclusive cultural, business, nonprofit and geographic participation, and where members of the community are involved in activities and empowered to address community needs and important community issues.

Expenditure Required: Estimated \$8,000-\$10,000

Source of Funds: General Fund – City Manager's Office

Respectfully submitted,

Stephen P. Smithers
Acting City Manager

Attachment: Councillor's Bill

BY AUTHORITY

ORDINANCE NO. **3806**

COUNCILLOR'S BILL NO. **51**

SERIES OF 2015

INTRODUCED BY COUNCILLORS
Pinter - Garcia

A BILL

FOR AN ORDINANCE CREATING CHAPTER 14, TITLE II, OF THE WESTMINSTER MUNICIPAL CODE TO ESTABLISH THE INCLUSIVITY BOARD

WHEREAS, in late 2014, City Council expressed interest in forming an Inclusivity Task Force with the purpose of developing recommendations to City Council on the possible creation of an Inclusivity Board; and

WHEREAS, the Inclusivity Task Force members were interviewed and chosen, and the Task Force met from January 2015 through September 2015 to learn about issues of inclusivity and to synthesize its recommendations to City Council; and

WHEREAS, the Task Force, after its nine months of dedicated work proposes the vision statement of the Inclusivity Board shall be, "The Inclusivity Board envisions a diverse, healthy and inclusive Westminster"; and

WHEREAS, the Task Force also proposes the mission statement of the Inclusivity Board shall be, "The mission of the Board is to foster this vision by encouraging collaboration, education, advocacy, empowerment and engagement encompassing all Westminster residents, businesses and their employees, community organizations, nonprofit agencies and governmental entities"; and

WHEREAS, based on what it studied and learned, the Task Force feels the Inclusivity Board should pursue its vision and achieve its mission by:

- Modeling inclusivity within the Board by the active recruitment of a diverse and inclusive membership; and
- Working to open and maintain reciprocal lines of communication between city administration and citizens who experience exclusion. This includes, but is not limited to serving as an accessible resource for residents concerning affordable shelter, adequate livelihood, education, health care, city services, civic participation, or other forms of exclusion the Inclusivity Board may identify as information emerges or conditions evolve; and
- Fostering collaboration across existing programs and organizations at local, state and national levels, including other city boards or commissions within and outside Westminster; and
- Encouraging civil discourse and involvement in promoting a safer, healthier and more inclusive environment for all residents in the City of Westminster; and
- Synthesizing and collecting demographic data to evaluate needs and assess the successes of Westminster becoming a truly inclusive city, particularly in key areas of health, education and housing.

WHEREAS, the Task Force encourages the City to proactively and strategically recruit individuals reflective of the diversity of the City for membership on the Board, and City Council agrees that it is of significant importance to the Board; and

WHEREAS, City Council, having heard the full report of the Inclusivity Task Force and having considered all of its recommendations, now desires to adopt the following ordinance creating the Inclusivity Board.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. Title II, W.M.C., is hereby AMENDED by the addition of a new Chapter 14, which shall read as follows:

CHAPTER 14

INCLUSIVITY BOARD

2-14-1: CREATION

2-14-2: ADVISORY MEMBERS

2-14-3: POWERS AND DUTIES

2-14-4: MEETINGS

2-14-5: BYLAWS

2-14-6: ACTING CHAIRPERSON; QUORUM

2-14-1: CREATION: There is hereby created the Inclusivity Board, hereinafter referred to as “the Board,” consisting of up to thirteen (13) regular members with two (2) alternate members. Each member may serve up to three (3) consecutive terms, after which time the member shall be required to take at least a one-term break in service before being eligible for membership again.

2-14-2: ADVISORY MEMBERS: An employee appointed by the City Manager’s Office, and one (1) member of the City Council, to be appointed by the Mayor, shall be advisory members of the Board and shall have the right to participate in all meetings of the Board; except that they shall not have the right to vote.

2-14-3: POWERS AND DUTIES: The powers of the Board shall be advisory only and shall be as follows:

- (A) To proactively advise and respond, as requested, to City Council and staff on issues of inclusivity.
- (B) To advocate for the entire community and collaborate to promote and encourage a climate of inclusion.
- (C) To obtain feedback on matters of inclusivity from the community proactively or at the request of City Council or staff, and recommend appropriate courses of action.
- (D) To provide advice on creating a climate of inclusion and increasing cultural competency within the Westminster organization.
- (E) To research, proactively advise and respond to requests from City Council and Staff about ways other cities optimize participation by all residents in the civic, economic, cultural and social life of the community.
- (F) To proactively advise and to respond to requests from City Council and staff on ways to educate, encourage and engage citizen participation, including but not limited to reaching out to faith communities, schools and community organizations.
- (G) To proactively advise and to respond to requests from City Council and staff on ways to attract people from a wide range of cultures, beliefs, orientations, ages, physical capacities and socio-economic levels to live, work and play in Westminster.
- (H) To facilitate and ensure the regular collection of comprehensive demographic information about the entire Westminster population using a variety of methods to ensure input from all types of people, regardless of location, physical limitations, or variety of languages.

(I) To facilitate communication in order to proactively connect underserved or excluded populations with appropriate City services and resources and with services provided in the private/non-profit sectors, while also encouraging collaboration among affected communities, and private and public sectors.

(J) To actively pursue continuing education in the various areas of inclusivity for the benefit of the Inclusivity Board, City Council and staff, with sufficient revenue available to seek, as needed, outside counsel and experts in the field.

(K) To work with City staff to obtain feedback from the community and recommend ways to improve communication between diverse communities within the City, while fostering relationships among people and organizations by sharing cultures and ideas.

(L) To perform any other related duties as may be assigned by City Council.

2-14-4: MEETINGS: The Board shall decide on a meeting day and time. The Board shall meet monthly unless there is no business to discuss, as the Chairperson of the Board requests. A record of the minutes of each meeting shall be kept and placed in the office of the City Clerk for public inspection. Except as provided by subsection 2-1-6(A), W.M.C., all meetings of the Board shall be open to the public. Each member of the Board shall be required to vote on each item before the Board, unless a conflict of interest has been determined to exist.

2-14-5: BYLAWS: The Board shall make and adopt its own bylaws in conformity with applicable statutes and ordinances, and the Board shall review its bylaws annually for necessary updating.

2-14-6: ACTING CHAIRPERSON; QUORUM: The Vice-Chairperson of the Board shall assume the duties of the Chairperson in the absence of the Chairperson. In the absence of both the Chairperson and Vice-Chairperson, the Board shall designate an Acting Chairperson, if necessary. A quorum shall consist of a majority of those members entitled to act, and a decision of a majority of the quorum of such members shall control.

Section 2. This ordinance shall take effect upon its passage after second reading. The title and purpose of this ordinance shall be published prior to its consideration on second reading. The full text of this ordinance shall be published within ten (10) days after its enactment after second reading.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 26th day of October, 2015.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 9th day of November, 2015.

ATTEST:

City Clerk

Mayor

APPROVED AS TO LEGAL FORM:

City Attorney's Office



Agenda Item 10 A

Agenda Memorandum

City Council Meeting
November 9, 2015



SUBJECT: Resolution No. 31 Allocating Federal HOME Funds to the Adams County Housing Authority

Prepared By: Heather Ruddy, Community Development Program Planner

Recommended City Council Action

Adopt Resolution No. 31 allocating up to \$400,000 in the City's HOME fund balance towards the Adams County Housing Authority's (ACHA) 71st and Federal Apartments, mixed use development.

Summary Statement

- The U.S. Department of Housing and Urban Development (HUD) provides an allocation of HOME Investment Partnership Act (HOME) funds annually to the City of Westminster through Adams County, pursuant to a HUD requirement, to support affordable housing efforts.
- For the 2015 program year, the City received an allocation of \$191,440, from which Adams County withheld ten percent (\$19,144) for administrative costs per a Consortium Agreement. This left \$172,296 to be held in an affordable housing development fund. With this allocation, the City has approximately \$730,000 in HOME funds in the affordable housing development fund that may be used to support affordable housing development in Westminster.
- Adams County requires that the City's HOME funds be allocated and assigned by a City Council approved resolution.
- ACHA has requested \$400,000 in City HOME funds to be applied to their mixed use development project at 71st Avenue and Federal Boulevard. This project would construct 70 rental units for very-low and low-income individuals. The mixed use development will also house the "South County" ACHA office along with non-profit office space. This project was recently awarded funding through the 9% Low Income Housing Tax Credit Program.

Expenditure Required: \$400,000

Source of Funds: HOME Funds administered through Adams County

Policy Issue

Should the City allocate up to \$400,000 in HOME funds to the Adams County Housing Authority 71st and Federal Apartments?

Alternatives

- The City could choose not to allocate the funds. This alternative is not suggested as it will prevent Adams County from expending the funds, which then will be required to be returned to the federal government.
- The City could choose to allocate either a higher or lower amount of HOME funds to the project. This alternative is not suggested; allocating a lower amount of HOME funds to the project may impact the project's financial feasibility. Additionally, allocating a higher amount of HOME funds would limit the financial assistance the City would be able to provide to other affordable housing projects.

Background Information

Each year the City of Westminster receives approximately \$180,000 in HOME funds from the U.S. Department of Housing and Urban Development (HUD) and these funds are administered through Adams County. For the 2015 program year, the City received an allocation of \$191,440, from which Adams County withheld ten percent (\$19,144) for administrative costs per a Consortium Agreement. This left \$172,296 to be held in an affordable housing development fund. With this allocation, the City has approximately \$730,000 in HOME funds in the affordable housing development fund that may be used to support affordable housing development in Westminster. This balance of HOME funds represents several years' worth of accumulated funding and the City must spend a significant amount of the proceeds on a project by approximately April, 2016 or lose them back to HUD. Currently, the City has three potential affordable housing projects that are seeking an allocation of HOME funds from the City.

ACHA has requested \$400,000 in City HOME funds to be applied to their mixed use development project at 71st Avenue and Federal Boulevard. This project would construct 70 rental units for very-low and low-income individuals and families. Sixty-three of 70 units (90 percent) will be restricted to households at or below 50 percent Area Median Income (AMI), with the remaining seven units at 60 percent AMI (see unit breakdown in the table below). The mixed use development will also house the "South County" ACHA offices as well as space for the Center for Career and Community Enrichment (3CE). 3CE is a nonprofit community center that benefits North Metro Denver residents and businesses by providing access to jobs, housing, housing counselling, life skills, parenting classes, educational classes, GED, and health services. This project was recently awarded funding through the 9% Low Income Housing Tax Credit Program. The project is expected to commence with construction in the early months of 2016 and provides the City with an opportunity to quickly spend down HOME funds in 2016 while also supporting a quality affordable housing project. As of the writing of this agenda memo, the project is in the second technical review stage and Staff is expecting to take the project to the Planning Commission before the end of the year.

Unit Type	AMI %	Square Feet	# of Units	% of Overall
1 Bedroom	30%	720	7	10%
1 Bedroom	50%	720	18	26%
2 Bedroom	30%	1,050	7	10%
2 Bedroom	50%	1,050	29	41%
2 Bedroom	60%	1,050	4	6%
3 Bedroom	50%	1,350	2	3%
3 Bedroom	60%	1,350	3	4%

2015 Adams County Income Limits

Income Limit Category	Family of 1 In (\$)	Family of 2	Family of 3	Family of 4	Family of 5
Extremely Low (30%)	16,800	19,200	21,600	24,250	28,410
Very Low (50%)	28,000	32,000	36,000	39,950	43,150
Very Low – Low (60%)	33,600	38,400	43,200	47,940	51,780

Two additional affordable housing projects are in the queue to apply for Westminster HOME funds. The City has been working with a prospective developer, Renaissance I, LLP since 2011 to plan and construct a mixed use (residential over commercial) project at the southwest corner of 73rd Avenue and Lowell Boulevard using non-competitive 4% Low Income Housing Tax Credits. This project would construct approximately 48 rental units for low- moderate-income individuals. The City Council approved a development agreement for this project in 2012 that included a provision for the City to contribute \$200,000 in HOME funds towards the project. The developer submitted its Official Development Plan to the Planning Division, which is currently reviewing the project.

The Jefferson County Housing Authority (JCHA) is proposing to construct an affordable senior housing project at Shoenberg Farms south of 73rd Avenue just west of Sheridan Boulevard. JCHA was also awarded funding through the 9% Low Income Housing Tax Credit Program for this project. This project would construct 72 affordable senior housing units comprised of four units at 30 percent AMI, 10 units at 40 percent AMI, 16 units at 50% AMI, and 12 units at 60% AMI. JCHA has requested a commitment of the City's HOME funds in an undetermined amount, though it is expected that they will request from \$300,000 to \$500,000, which may require an allocation of future HOME funding.

Staff will bring forward to City Council the respective allocation resolutions for these projects as it receives applications for funding from the applicants.

The approval of the resolution allocating HOME funds to the ACHA project meets the City's 2015 Strategic Plan Goals of *Vibrant, Inclusive and Engaged Community*; and *Dynamic, Diverse Economy*. The ACHA project is a diverse integrated housing option providing residents with easy access to amenities and economic opportunities.

Respectfully submitted,

Stephen P. Smithers
Acting City Manager

Attachment: Resolution

RESOLUTION

RESOLUTION NO. **31**

INTRODUCED BY COUNCILLORS

SERIES OF 2015

**A RESOLUTION
ALLOCATING UP TO \$400,000 IN HOME FUNDS TO BE USED TOWARDS THE ADAMS
COUNTY HOUSING AUTHORITY 71ST AVENUE AND FEDERAL BOULEVARD
APARTMENTS**

WHEREAS, the City of Westminster receives an annual allocation of HOME Investment Partnership Act (HOME) funds from the U.S. Department of Housing and Urban Development (HUD) through Adams County; and

WHEREAS, such funds must be applied towards assisting low to moderate income families in obtaining and maintaining residences in safe and habitable housing; and

WHEREAS, the City has an available balance of approximately \$730,000 for Affordable Housing Development Projects remaining to be allocated to one or more eligible HOME fund activities; and

WHEREAS, Adams County Housing Authority is developing a mixed-use development incorporating 70 very-low and low-income apartment units as well as housing authority office space and non-profit office space at 71st Avenue and Federal Boulevard; and

WHEREAS, Adams County Housing Authority is requesting that the City provide up to \$400,000 in HOME funds to be used in support of the construction of the affordable living units; and

WHEREAS, the Project meets federal eligibility requirements relative to the use of such funds; and

WHEREAS, the City Council finds that the Project as proposed meets the City's 2015 Strategic Plan Goals of Vibrant, Inclusive and Engaged Community; and Dynamic, Diverse Economy.

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

Up to \$400,000 of its HOME funds, currently on deposit with and administered by the Adams County Office of Community Development, be allocated to the Adams County Housing Authority apartment project located at 71st Avenue and Federal Boulevard, in the City of Westminster, Adams County, Colorado, and that such funds shall only be applied towards costs incurred relative to construction of the affordable living units

PASSED, ADOPTED AND APPROVED this 9th day of November, 2015.

Mayor

(SEAL)

Attest:

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney's Office



Agenda Memorandum

City Council Meeting
November 9, 2015



SUBJECT: Second Reading of Councillor’s Bill No. 47 and Councillor’s Bill No. 48 re Park 1200 Project - Lucent Technologies 2nd Replat Subdivision Amending the Comprehensive Plan and Rezoning

Prepared By: Michelle Stephens, AICP, Senior Planner

Recommended City Council Action

1. Pass Councillor’s Bill No. 47 on second reading, amending the Comprehensive Plan designation from Flex/Light Industrial to R-18 for an approximate 17.58-acre portion, from Flex/Light Industrial to Public Parks for an approximate 7.71-acre portion, and from Flex/Light Industrial to Private Parks/Open Space for an approximate 0.945-acre portion of the Lucent Technologies Subdivision 2nd Replat on a finding that the criteria set forth in Section 11-4-16(D)(4) of the Westminster Municipal Code have been met.
2. Pass Councillor’s Bill No. 48 on second reading, rezoning from M-1 (Industrial District) to PUD (Planned Unit Development) an 82.421-acre property based on a finding that the criteria set forth in Section 11-5-3 of the Westminster Municipal Code have been met.

Summary Statement

- City Council action is requested to pass the attached Councillor’s Bills on second reading, which amend the Comprehensive Plan designations and rezone the parcel.
- These Councillor’s Bills were passed on first reading on October 26, 2015.
- Crescent Properties is proposing the construction of a 320-unit apartment project at the northeast corner of 116th Avenue and Pecos Street.
- The Park 12 Hundred project includes the area south of the Digital Globe campus (previously referred to as “the Avaya building/campus”) and east of the The Ranch residential development.
- The property is currently designated as Flex/Light Industrial in the Comprehensive Plan and zoned M-1. The applicant is requesting an amendment to the Comprehensive Plan from Flex/Light Industrial to R-18 for a 17.58 acre portion of the site to allow for the consideration and approval of a multi-family residential project and to Public Park for 7.71 acres of the site to allow for the dedication and construction of a public park as part of an overall redevelopment strategy. A 0.945-acre portion of the development (Outlot B), located along the southwestern edge of the 7.71-acre public park outlot is proposed to be designated as Private Park/Open Space, as the developer will retain ownership of the detention pond. An additional approximately 0.064 acres of Parcel PA-2 will be dedicated as City right-of-way to allow a detached sidewalk to be constructed adjacent to 116th Avenue.

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

Respectfully submitted,

Stephen P. Smithers
Acting City Manager

Attachments: Councillor’s Bills

BY AUTHORITY

ORDINANCE NO. **3807**

COUNCILLOR'S BILL NO. **47**

SERIES OF 2015

INTRODUCED BY COUNCILLORS
Briggs - Pinter

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

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

a. An application for amendments to the Westminster Comprehensive Plan has been submitted to the City for its approval pursuant to Section 11-4-16(D), W.M.C., by the owners of the property depicted in attached Exhibit A, incorporated herein by reference, requesting a change in the land use designation from "Flex/Light Industrial" to "R-18" for a 17.58 acres portion, from "Flex/Light Industrial" to "Public Parks" for a 7.71 acres portion, and from "Flex/Light Industrial" to "Private Parks and Open Space" for a 0.945 acre portion of the Lucent Technologies Subdivision 2nd Replat, generally located north of 116th Avenue, east of Pecos Street, and west of Huron Street.

b. Such application has been referred to the Planning Commission, which body held a public hearing thereon on September 8, 2015, after notice complying with Section 11-4-16(B), W.M.C., and has recommended approval of the requested amendments.

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

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

e. The owners have met their burden of proving that the requested amendments will further the public good and will be in compliance with the overall purpose and intent of the Comprehensive Plan. The change from the Flex/Light Industrial land use designation to the R-18, the Public Parks, and the Private Parks and Open Space land use designations will provide multi-family housing adjacent to employment uses and will be consistent with the City Council's vision to become the "Front Range's next urban center."

Section 2. The City Council approves the requested amendments and authorizes City staff to make the necessary changes to the map and text of the Westminster Comprehensive Plan to change the designations of the property as more particularly depicted on attached Exhibit A, which is incorporated herein by reference, to R-18, Public Parks, and Private Parks and Open Space land use designations, respectively.

Section 3. SEVERABILITY: If any section, paragraph, clause, word or any other part of this Ordinance shall be for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, such part deemed unenforceable shall not affect any of the remaining provisions.

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

Section 5. The title and purpose of this ordinance shall be published prior to its consideration on second reading. The full text of this ordinance shall be published within ten (10) days after its enactment after second reading.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 26th day of October, 2015.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 9th day of November, 2015.

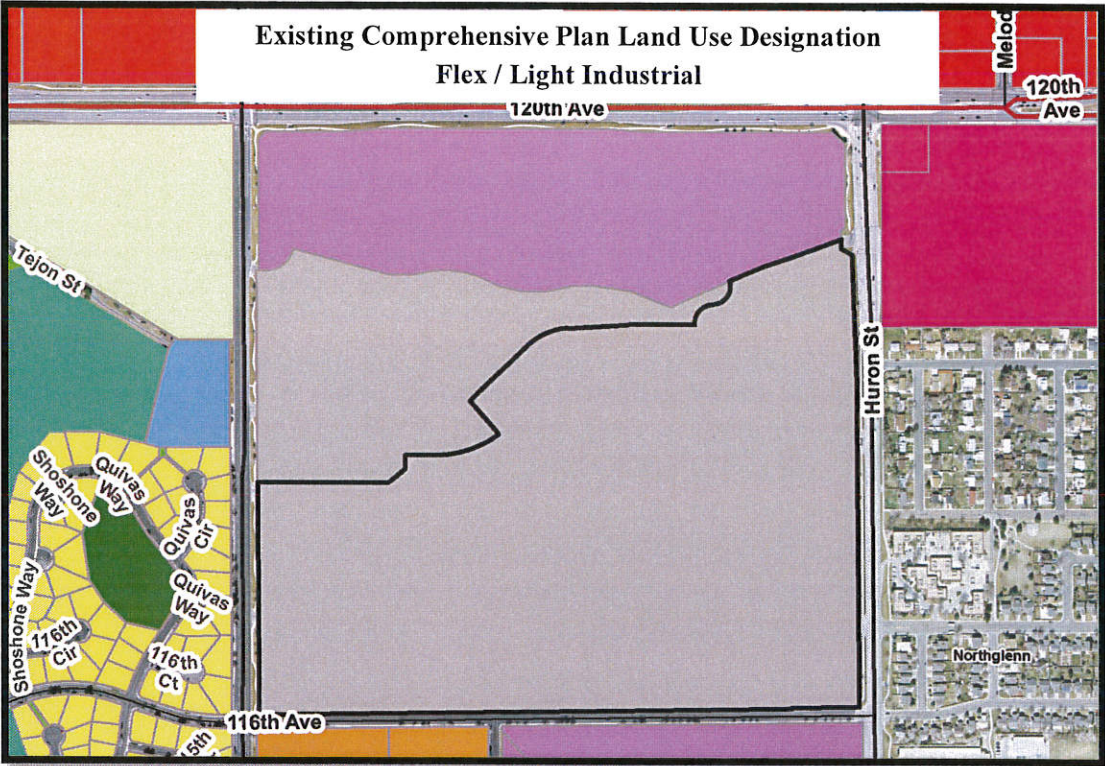
Mayor

ATTEST:

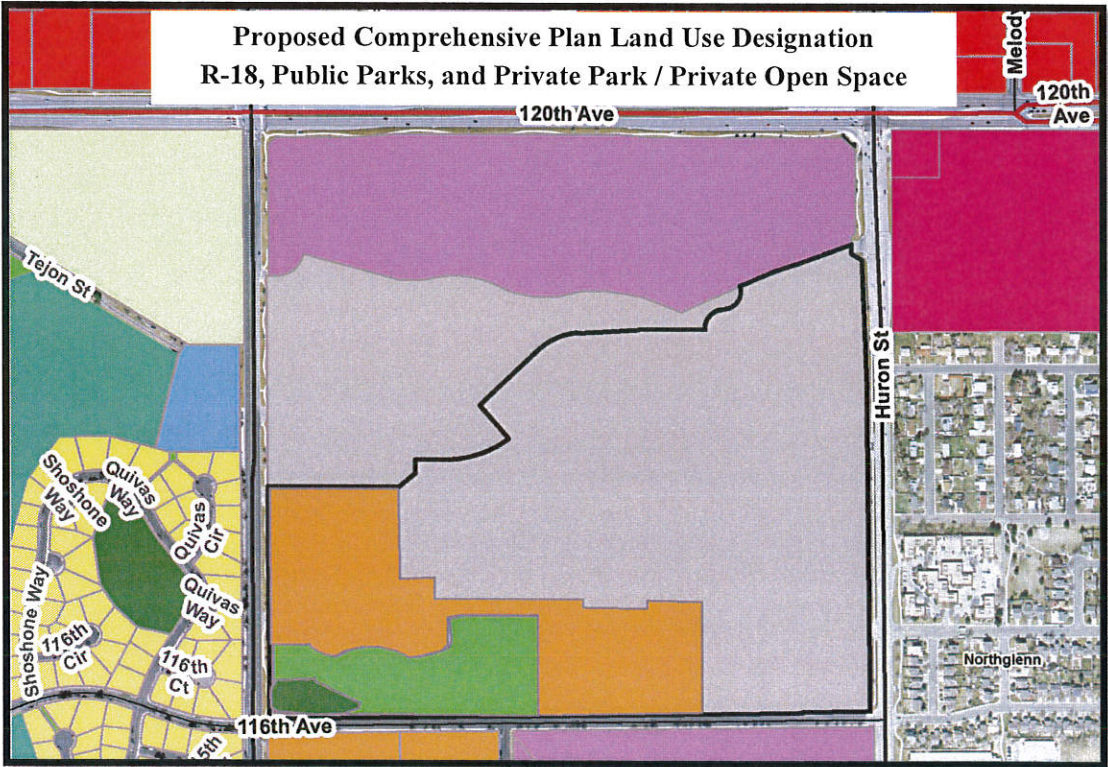
City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney's Office



Park 12 Hundred	Retail Commercial	City Open Space	Public/Quasi Public
R-3.5	Office	Public Parks	Major Creek Corridor
R-18	Office/RD Low	Private Park / Private Open Space	
Mixed Use Center	Flex/Light Industrial	Golf Courses	



BY AUTHORITY

ORDINANCE NO. **3808**

COUNCILLOR'S BILL NO. **48**

SERIES OF 2015

INTRODUCED BY COUNCILLORS
Briggs - Garcia

A BILL

**FOR AN ORDINANCE AMENDING THE ZONING OF THE CRESCENT
AT PARK 12 HUNDRED PROPERTY, AN 82.421 ACRE PARCEL
GENERALLY LOCATED ON THE NORTH SIDE OF 116TH AVENUE
AND EAST OF PECOS STREET AND WEST OF HURON STREET,
ADAMS COUNTY, COLORADO FROM INDUSTRIAL (M-1) TO
PLANNED UNIT DEVELOPMENT (PUD)**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

- a. That an application for rezoning of the property generally located north of 116th Avenue, east of Pecos Street, and west of Huron Street, as described in attached Exhibit A, incorporated herein by reference, from the M-1 zone to the PUD zone has been submitted to the City for its approval.
- b. That the notice requirements of Section 11-5-13, W.M.C., have been met.
- c. That such application has been referred to the Planning Commission, which body held a public hearing thereon on September 8, 2015, and has recommended approval of the requested amendment.
- d. That Council has completed a public hearing on the requested rezoning pursuant to the provisions of Title XI, Chapter 5, W.M.C., and has considered the criteria in §11-5-14, W.M.C..
- e. That based on the evidence produced at the public hearing, a rezoning to the proposed PUD zoning district complies with all requirements of City Code, including, but not limited to, the provisions of §11-5-14, W.M.C., regarding standards for approval of planned unit development zoning and §11-4-3, W.M.C., requiring compliance with the Comprehensive Plan.

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

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED
PUBLISHED this 26th day of October, 2015.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED
this 9th day of November, 2015.

Mayor

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

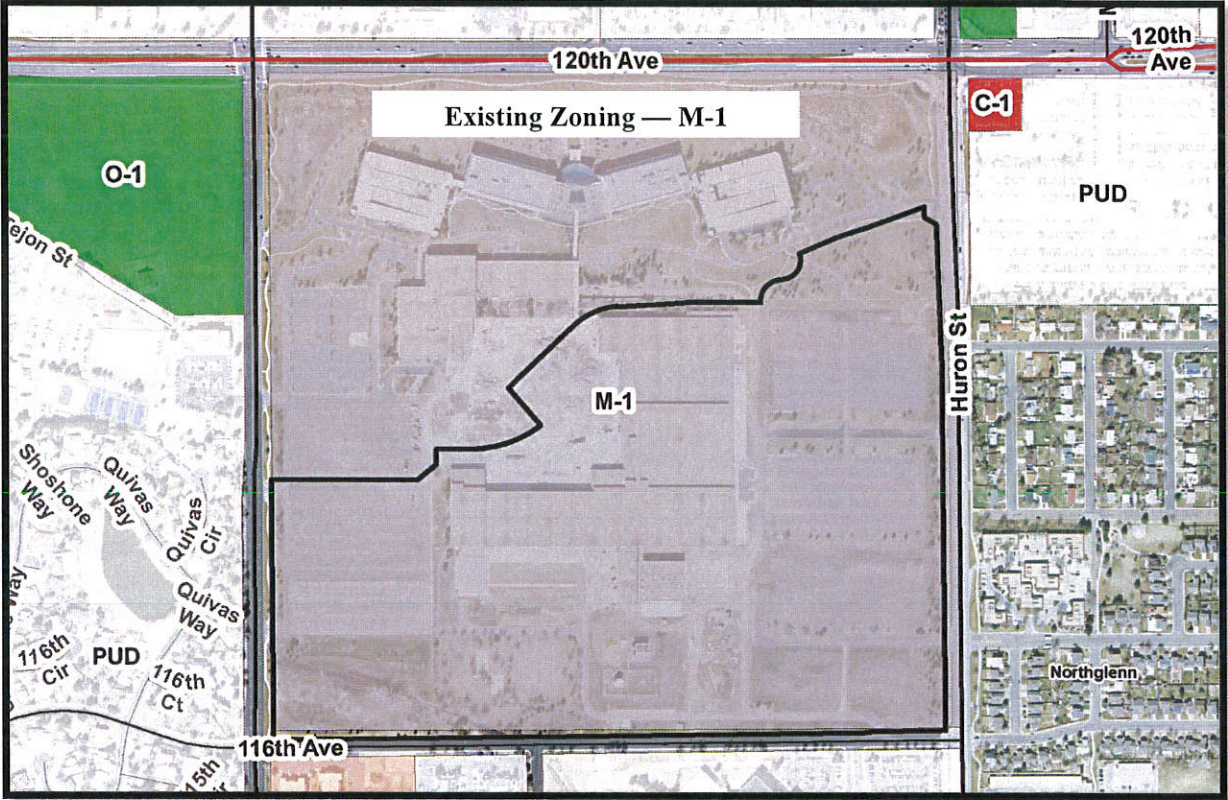
City Attorney's Office

EXHIBIT A

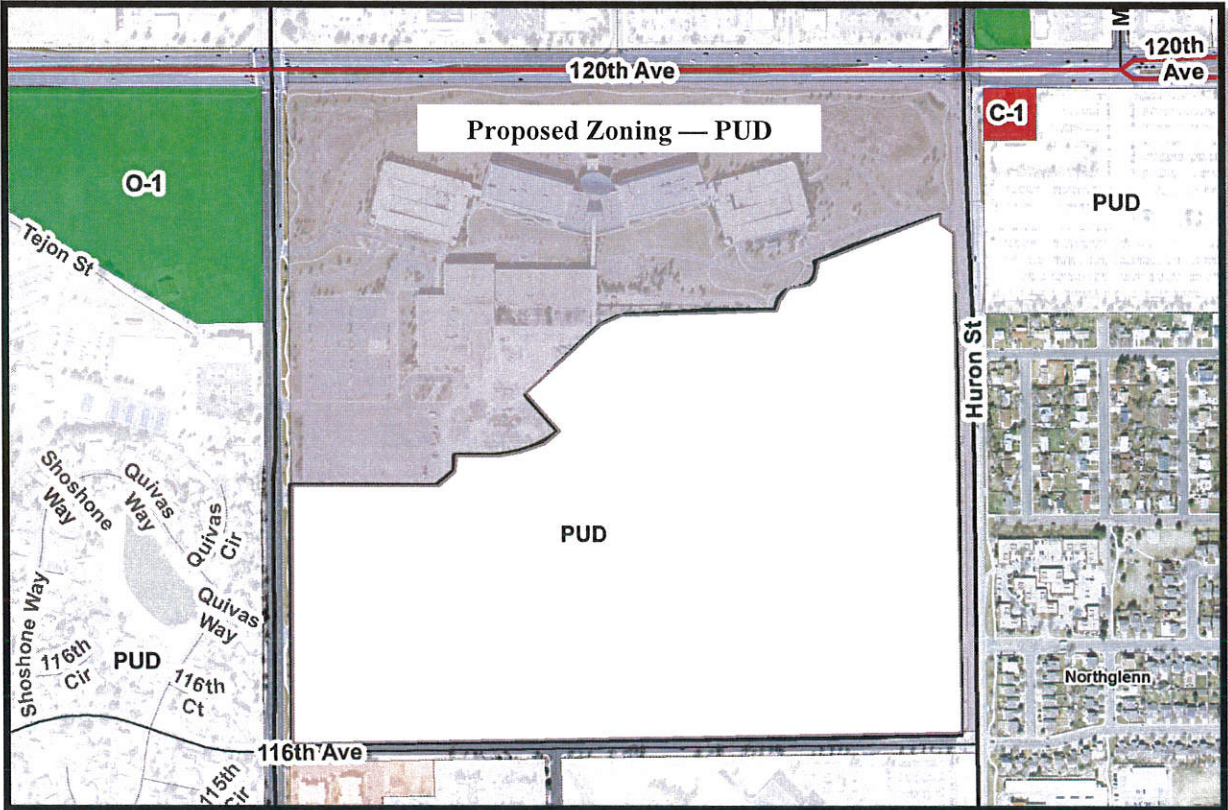
LOT 1C, LUCENT TECHNOLOGIES 2ND REPLAT.

CITY OF WESTMINSTER, COUNTY OF ADAMS
STATE OF COLORADO

CONTAINING 82.421 ACRES OF LAND, MORE OR LESS.



	Park 12 Hundred		O-1		R-2		R-E
	B-1		PUD		R-4		T-1
	C-1		R-3		R-5		
	M-1		R-1		R-A		





November 9, 2015
8:00 P.M.

CITY COUNCIL AGENDA

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

Members of the audience are invited to speak at the Council meeting. Citizen Communication (Section 8) is reserved for comments on any issues or items pertaining to City business except those for which a formal public hearing is scheduled under Section 10 when the Mayor will call for public testimony. Please limit comments to no more than 5 minutes duration.

1. Swearing in of New Councillors
2. Selection of Mayor Pro Tem
3. Swearing in of Mayor Pro Tem
4. Citizen Communication (5 minutes or less)
5. Report of City Officials
 - A. City Manager's Report
6. City Council Comments
7. Presentations

The "Consent Agenda" is a group of routine matters to be acted on with a single motion and vote. The Mayor will ask if any Council member wishes to remove an item for separate discussion. Items removed from the consent agenda will be considered immediately following adoption of the amended Consent Agenda.

8. Consent Agenda
9. Appointments and Resignations
10. Public Hearings and Other New Business
11. Old Business and Passage of Ordinances on Second Reading
12. Miscellaneous Business and Executive Session
13. Adjournment

AGENDA

**CITY OF WESTMINSTER PARK 1200
GENERAL IMPROVEMENT DISTRICT
MEETING**

MONDAY, NOVEMBER 9, 2015

AT 7:00 P.M.

1. **Roll Call**
2. **Minutes of Previous Meeting** (August 24, 2015)
3. **New Business**
 - A. Resolution No. 2 re Contract and Administrative Authority for the City of Westminster Park 1200 General Improvement District
 - B. Intergovernmental Service Agreement with the City of Westminster
4. **Adjournment**

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE PARK 1200
GENERAL IMPROVEMENT DISTRICT MEETING
MONDAY, AUGUST 24, 2015, AT 7:58 P.M.

ROLL CALL

Present at roll call were Chairperson Atchison, Vice Chairperson Briggs, and Board Members Baker, De Cambra, Garcia, Pinter, and Seitz. Also present were Donald M. Tripp, Executive Director, David Frankel, Attorney, and Linda Yeager, Secretary.

RESOLUTION NO. 1 CALLING FOR A SPECIAL ELECTION

It was moved by Vice Chairperson Briggs, seconded by Board Member Pinter, to adopt Resolution No. 1 calling for a special election for the City of Westminster Park 1200 General Improvement District to be held in November 2015. On roll call vote, the motion carried by a 6:1 vote with Board Member Baker voting no.

ADJOURNMENT

There was no further business and the meeting adjourned at 8:00 p.m.

Chairperson

ATTEST:

Secretary

Park 1200 GID Agenda Item 3 A

Agenda Memorandum

City of Westminster Park 1200 General Improvement District Meeting
November 9, 2015



SUBJECT: Resolution No. 2 re Contract and Administrative Authority for the City of Westminster Park 1200 General Improvement District

Prepared By: Karen Creager, Special District Accountant

Recommended Board Action

Adopt Resolution No. 2 outlining the Executive Director's authority to enter into contracts and make purchases on behalf of the City of Westminster Park 1200 General Improvement District and to delegate these activities to appointed City of Westminster Staff in a manner consistent with practices established for the City under the Westminster Municipal Code, as it may be amended from time to time, and all current and future administrative memoranda.

Summary Statement

- The City of Westminster Park 1200 General Improvement District (District) was established on August 10, 2015, with the primary purpose of acquiring, constructing, installing, operating or maintaining Improvements, and/or providing services within and for the District.
- Westminster City Council serves as the ex-officio Board of the District.
- The District is a component unit of the City of Westminster (City). In accordance with Governmental Accounting Standards Board Statement (GASB) No. 14, *The Financial Reporting Entity*, and as amended by GASB Statement No. 61, *The Reporting Entity: Omnibus*, component units are legally separate entities for which the City is considered to be financially accountable. Financial accountability means that the City appoints a voting majority to the governing board and has the ability to impose its will upon the entity and/or accepts potential responsibility for the entity's financial benefits and burdens.
- Blended component units are, in substance, part of City operations. Therefore data from these units are combined with the City in its Comprehensive Annual Financial Report.
- The City's external auditors include the District as part of the City's annual audit in accordance with practices established by the City.
- Under a separate agenda action item for tonight's meeting, the City and the District are considering an intergovernmental cooperation agreement authorizing the City to provide certain administrative services and to bill the District for such services.
- The standard operating procedure (SOP) for the District is that the day-to-day activities are performed in accordance with City Code provisions and City administrative memoranda. The adoption of the attached resolution will formalize the SOP.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

Should the Board adopt the attached Resolution outlining the Executive Director's authority to enter into contracts, make purchases and administer the day-to-day activities of the District?

Alternatives

1. One alternative is to not adopt the Resolution formalizing the administration of the day-to-day activities of the District. This alternative is not recommended. Without professional staff, the District utilizes City Staff for administrative services. Additionally, the District is a blended component unit of the City with the District audited as part of the City's annual audit and subject to the same financial reporting requirements as the City. It is prudent to have the component units that are required to be included within the City's financial report adhere to the same policies and procedures as the City. Therefore, it is recommended that this Resolution be adopted to formalize what has been standard practice.
2. Another alternative is to adopt separate procedures for entering into contracts, making purchases and administering the day-to-day activities of the District. This alternative is also not recommended. Adopting procedures that differ from the City's would be administratively cumbersome and would require the City's external auditors to change their audit program for the District, thereby increasing the fee for the City's annual audit.

Background Information

The District was established on August 10, 2015, with the primary purpose of acquiring, constructing, installing, operating or maintaining Improvements that may include but are not limited to site grading, sidewalks, parking improvements, water and sewer lines, landscaping, irrigation, site lighting, drainage improvements, site amenities such as benches, fountains, and required signage and providing services that may include but are not limited to police and fire protection, municipal and building code enforcement, professional services including but not limited to planning, engineering, building and construction inspection, financial administration and legal services, and any other service that the City is authorized to provide within and for the District. City Council serves as the ex-officio Board of the District. Since the District does not employ its own professional staff, the City and the District are considering authorizing an intergovernmental service agreement that provides for the City to provide administrative services, including but not limited to legal, accounting, management, clerical, information technology, and similar services in exchange for consideration to the City. This agreement is being presented for approval to the Board of the District and the Westminster City Council under a separate agenda at tonight's meeting.

The District is a blended component unit of the City of Westminster. In accordance with Governmental Accounting Standards Board Statement (GASB) No. 14, *The Financial Reporting Entity*, and as amended by GASB Statement No. 61, *The Reporting Entity: Omnibus*, component units are legally separate entities for which the City is considered to be financially accountable. Financial accountability means that the City appoints a voting majority to the governing board and has the ability to impose its will upon the entity and/or accepts potential responsibility for the entity's financial benefits and burdens.

On August 26, 2002, the Westminster Housing Authority (WHA), another blended component unit of the City, adopted a resolution outlining the authority of the Executive Director. This resolution provided for WHA to operate in a manner consistent with practices established for the City under the Westminster Municipal Code and various policies and procedures outlined in Administrative Memoranda issued by the City Manager's Office. This action was prudent as WHA has no professional staff and contracts with the City to provide such Staff. The City's other blended component units including seven general improvement districts and the Westminster Economic Development Authority followed suit and formalized the SOP by resolution on October 13, 2014. Additionally, the City's audit includes each blended component unit as part of the City's annual audit in accordance with the practices established for the City. In order to formalize

this SOP for the Park 1200 General Improvement District, the attached resolution is presented to the Board for approval.

The action requested in this agenda memorandum relates to the City's Strategic Plan goal of Visionary Leadership, Effective Governance and Proactive Regional Collaboration and Dynamic, Diverse Economy by setting forth the policies and procedures by which the City's component units operate to ensure that their resources are used for the purposes intended.

Respectfully submitted,

Stephen P. Smithers
Acting Executive Director

Attachment: Resolution

CITY OF WESTMINSTER PARK 1200 GENERAL IMPROVEMENT DISTRICT

RESOLUTION

RESOLUTION NO. **2**

INTRODUCED BY BOARD MEMBERS

SERIES 2015

**A RESOLUTION CONCERNING CONTRACT AND ADMINISTRATIVE AUTHORITY
FOR
THE CITY OF WESTMINSTER PARK 1200 GENERAL IMPROVEMENT DISTRICT**

WHEREAS, the City of Westminster Park 1200 General Improvement District (District) is a quasi-municipal corporation and political subdivision of the State of Colorado, duly organized, existing, and acting pursuant to the provisions of Part 6, Article 25, Title 31, Colorado Revised Statutes; and

WHEREAS, the District was established on August 10, 2015; and

WHEREAS, a general description of the improvements to be acquired, constructed and installed within the District and the services to be provided are as follows:

IMPROVEMENTS generally to be acquired, constructed, installed, operated and/or maintained may include but are not limited to site grading, sidewalks, parking improvements, water and sewer lines, landscaping, irrigation, site lighting, drainage improvements, site amenities such as benches, fountains, and required signage, and

SERVICES generally to be provided may include but are not limited to police and fire protection, municipal and building code enforcement, professional services including but not limited to planning, engineering, building and construction inspection, financial administration and legal services, and any other service that the City is authorized to provide; and

WHEREAS, the Board of Commissioners wishes to formalize policies and procedures for the daily operations of the District; and

WHEREAS, the District is a blended component unit of the City of Westminster with the District's financial activities required to be included as part of the City's annual audit and included in the City's Comprehensive Annual Financial Report; and

WHEREAS, the District and the City are cooperating by authorizing an intergovernmental service agreement on November 9, 2015 that provides for the City to provide administrative services in order to accomplish District's goals and activities.

NOW, THEREFORE, the Board of Commissioners of the District resolves that:

The scope of the District's Executive Director's authority to enter into contracts and make purchases on behalf of the District shall be consistent with the limits set forth in Title XV of the Westminster Municipal Code, as it may be amended from time to time, and all current and future City

Manager administrative memoranda and the Executive Director is further authorized, but not required, to delegate such contract and purchasing authority to City staff who may be appointed by the Executive Director, acting as the City Manager, from time to time.

PASSED AND ADOPTED this 9th day of November, 2015.

ATTEST:

Mayor, Presiding Officer of the District
APPROVED AS TO LEGAL FORM:

District Secretary

By _____
City Attorney, Attorney for the District

Park 1200 GID Agenda Item 3 B

Agenda Memorandum

City of Westminster Park 1200 General Improvement District Meeting
November 9, 2015



SUBJECT: Intergovernmental Service Agreement with the City of Westminster

Prepared By: Karen Creager, Special Districts Accountant

Recommended Board Action

Authorize the Executive Director to execute an Intergovernmental Service Agreement with the City of Westminster in substantially the same form as the attached agreement regarding the payment of a service fee to the City.

Summary Statement

- The City of Westminster Park 1200 General Improvement District (District) was created on August 10, 2015, with the primary purpose of acquiring, constructing, installing, operating or maintaining Improvements and/or providing services within and for the District.
- The District has no Staff; therefore, the City provides crucial administrative services to the District.
- The Intergovernmental Service Agreement (IGSA) between the City and the District will outline the obligations with regard to administrative services provided to the District by the City and the District's compensation to the City for such services.
- This agreement is retroactive to January 1, 2015.
- If the Park 1200 Development is not approved, the District would be dissolved and the agreement would be terminated as there would be no services provided by the City.

Expenditure Required: Administrative Fee: \$10,000/year for 2015-2017. Future expenditures to be determined each year during the annual budget process and pursuant to the terms of the IGSA.

Source of Funds: Revenues for the District including property taxes, ownership taxes and interest earnings

Policy Issue

Should the Board authorize the attached IGSA with the City?

Alternative

An alternative would be to not authorize the attached IGSA between the District and the City. This is not recommended as the City provides crucial administrative services that could be more costly if the District were to outsource the services. Additionally, the City is compensated by seven other General Improvement Districts (GIDs) located within the City that utilize City Staff for administrative services.

Background Information

The City of Westminster Park 1200 General Improvement District was created on August 10, 2015, and is generally located on the south side of 120th Avenue between Pecos Street and Huron Street. The District was established with the primary purpose of acquiring, constructing, installing, operating or maintaining Improvements that may include but are not limited to site grading, sidewalks, parking improvements, water and sewer lines, landscaping, irrigation, site lighting, drainage improvements, site amenities such as benches, fountains, and required signage and providing services that may include but are not limited to police and fire protection, municipal and building code enforcement, professional services including but not limited to planning, engineering, building and construction inspection, financial administration and legal services, and any other service that the City is authorized to provide within and for the District.

As the District does not have its own professional staff, the City provides various necessary administrative services. These services include but are not limited to, legal (provided no conflict of interest exists between the City and the District), accounting, management and clerical. The District benefits by having the City provide these services as the services would be more costly if the District were to outsource them. Currently, the City has IGSA's with seven other GIDs located within the City for such administrative services provided to these Districts.

The attached IGSA outlines the services that the City will provide and the fee the District will pay to the City for those services. The fee is to be set annually through the budget process and is labeled "Administration" in the District's budget. The fee is due on or before August 1 each year. Services have been provided to the District beginning in 2015; however, no IGSA was in place allowing for the payment of the fee. The attached IGSA is retroactive to January 1, 2015. The IGSA sets the fee at \$10,000 annually for 2015-2017 and provides for repayment of the fee from future excess revenues if the fee is not fully paid when due. The first year the District will receive revenue is 2017. It is anticipated that revenues in 2017 will not be sufficient to pay the full amount of fee due until the development progresses.

The action requested in this agenda memorandum relates to the City's Strategic Plan goal of Visionary Leadership, Effective Governance and Proactive Regional Collaboration and Dynamic, Diverse Economy by assuring that the City receives payment, when appropriate, for the services it provides to the Park 1200 General Improvement District.

Respectfully submitted,

Stephen P. Smithers
Acting Executive Director

Attachment: IGSA Agreement

INTERGOVERNMENTAL SERVICE AGREEMENT

THIS INTERGOVERNMENTAL SERVICE AGREEMENT (the "Agreement") is made and entered into this day ___ of _____ (the "Effective Date") by and between THE CITY OF WESTMINSTER, COLORADO, a Colorado home-rule municipality, and the CITY OF WESTMINSTER PARK 1200 GENERAL IMPROVEMENT DISTRICT (the "Parties.")

RECITALS

WHEREAS, the City of Westminster, Colorado (the "City") is a Colorado home-rule municipality, created, established, existing, and acting under the provisions of Article XX of the Constitution of the State of Colorado and the City Charter; and

WHEREAS, the City of Westminster Park 1200 General Improvement District (the "District") is a quasi-municipal corporation and political subdivision of the State of Colorado, established, existing, and acting pursuant to the provisions of Part 6, Article 25, Title 31, Colorado Revised Statutes (the "Act"); and

WHEREAS, Section 18(2)(a) of Article XIV of the Constitution of the State of Colorado provides that nothing in the Constitution shall be construed to prohibit the State or any of its political subdivisions from cooperating or contracting with one another or with the government of the United States to provide any function, service or facility lawfully authorized to each of the cooperating or contracting units, including the sharing of costs, the imposition of taxes, or the incurring of debt; and

WHEREAS, Part 2 of Article 1 of Title 29 of the Colorado Revised Statutes, as amended, authorizes and enables governments of the State of Colorado to enter into cooperative agreements or contracts; and

WHEREAS, the Constitution and the laws of the State of Colorado permit and encourage local government entities to cooperate with each other to make the most efficient and effective use of their powers and responsibilities; and

WHEREAS, the District does not have its own professional staff and is in need of administrative services, including but not limited to legal, accounting, management, financial, clerical and similar services; and

WHEREAS, the City is willing to provide such services in exchange for the consideration set forth in this Agreement; and

WHEREAS, pursuant to C.R.S. § 32-25-611, the District has the power to enter into contracts and agreements affecting the affairs of the District.

NOW, THEREFORE, in consideration of the mutual undertakings herein contained, and other good and valuable consideration, the Parties covenant and agree as follows:

ARTICLE I

TERM OF AGREEMENT

SECTION 1. Effective Date of the Agreement; Duration of Agreement Term. The Initial Term of this Agreement shall be January 1, 2015 through December 31, 2015. Thereafter, this Agreement shall automatically renew for additional one-year periods commencing on each January 1 following the Initial Term, provided, however, that either party may terminate this Agreement upon at least thirty (30) days advance notice to the other, in which case this Agreement shall be deemed terminated as of the last day of the month next following the month in which said notice is given, or such other date to which the Parties may agree.

ARTICLE II

SERVICES

SECTION 2.1 City Services. The City agrees to provide to the District administrative services reasonably required to operate the District to fulfill the purposes for which it was created. Such services shall include, but are not limited to, legal (provided no conflict of interest exists between the City and the District), accounting, management, financial, and clerical services (the "Services"). Said Services shall be provided by City staff on an as-needed basis as may be required by the applicable laws and regulations pertaining to the operations of a General Improvement District.

SECTION 2.2 Compensation. As compensation for the Services, the District shall pay the City the lump sum annual fee labeled "Administration" as specified in the Annual Budget as adopted by the District. However, the Administration fee for the initial term of the Agreement and the two subsequent terms will be \$10,000 for each term. This Administration fee shall be due on or before August 1 of the year in which the Services are provided. If the Administration fee is not paid by the District when due, and so long as this Agreement is not terminated, unpaid fees shall accrue and be due and owing without interest when District future excess revenues are available subject to the right of the District to terminate this Agreement. In the event of any termination of this Agreement prior to the August 1 payment date, the District shall pay the City a pro-rated fee based on the length of time the Services were actually provided without payment. In the event of termination, however, there shall be no refund of any previously paid fees to the City.

ARTICLE III

MISCELLANEOUS PROVISIONS

SECTION 3.1 Remedies. A breach by either party to this Agreement shall entitle the non-breaching party to any and all remedies at law or in equity. In any action brought to enforce this Agreement, the prevailing party shall be entitled to recover from the other its reasonable attorneys fees and costs. Before bringing any such action, however, the Parties agree to attempt in good faith a mediated resolution of their dispute using a mutually acceptable professional and independent mediator.

SECTION 3.2 Amendments. This Agreement may be amended at any time by mutual written agreement of the Parties.

SECTION 3.3 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such determination shall not affect, impair or invalidate the remaining provisions hereof, the intention being that the various provisions hereof are severable.

SECTION 3.4 TABOR. Nothing in this Agreement shall be deemed or construed as creating a multiple fiscal year obligation within the meaning of Colorado Constitution Article X, Section 20, commonly known as "TABOR." The obligations of the Parties hereto shall be subject to appropriation of the necessary funds to meet said obligations on an annual basis by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused their names and seals to be affixed as of the date and year noted above.

CITY OF WESTMINSTER, COLORADO

By: _____
City Manager, City of Westminster

(SEAL)

ATTEST:

City Clerk

**CITY OF WESTMINSTER PARK 1200
GENERAL IMPROVEMENT DISTRICT**

By: _____
Mayor, Presiding Officer of the District

ATTEST:

APPROVED AS TO LEGAL FORM:

Secretary

By _____
City Attorney, Attorney for the District