



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 7) 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 Meeting (December 8, 2014)
4. Report of City Officials
 - A. City Manager's Report
5. City Council Comments
6. Presentations
7. Citizen Communication (5 minutes or less)

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

8. Consent Agenda

- A. Financial Report for November 2014
- B. Amended Roadway Design Contract – Westminster Center Urban Reinvestment Project
- C. Amended 2014 Traffic Signal Maintenance Contract
- D. Westminster Station Parking Structure - Design/Build Contract Amendment with The Beck Group
- E. Westminster Station Parking Structure - Owners Representative Contract Amendment with CBRE
- F. Westminster Station Drive Traffic Signal/Intersection Design Contract for Federal Bridge Replacement Project
- G. Contracts with DTJ Design, Inc. for Architectural Enhancements on Federal Bridge Replacement Project
- H. Property Acquisition for 73rd/Lowell Redevelopment
- I. Water Tap Acquisitions for 73rd/Lowell Redevelopment
- J. Bond Counsel for Little Dry Creek Flood Control Improvements Financing
- K. 2015 Purchase of Emergency Medical Supplies
- L. City Hall Plaza and Xeriscape Master Plan Refinement/Construction Drawings – Architerra Group Contract
- M. City Hall Plaza and Xeriscape Master Plan Refinement/Construction Drawings – Stream Design, LLC Contract
- N. 2014 Ratification of Additional Expenses with Titleist
- O. Reallocation of Funding to Police Department Records Management System
- P. Intergraph Corporation Contract for Web-based Records Management System
- Q. Ratify Additional Payment to Intergraph Corporation
- R. 2015 and 2016 Special Water Counsel Legal Services Agreement
- S. 2015 and 2016 Water Resources Engineering Services Agreement
- T. 2015 and 2016 Water Supply Planning Model Agreement
- U. 2015 Asphalt Pavement Crackseal Project Contract
- V. 2015 Deicing Salt Purchase
- W. 2014 Ratification of Additional Expenses with Mississippi Lime Company
- X. Second Reading of Councillor's Bill No. 40 re 120th Ave and Federal Blvd Supplemental Appropriation
- Y. Second Reading of Councillor's Bill No. 41 Annexing the McKay Lake Overlook Property
- Z. Second Reading of Councillor's Bill No. 42 re McKay Lake Overlook Property CLUP Amendment
- AA. Second Reading of Councillor's Bill No. 43 Rezoning the McKay Lake Overlook Property
- BB. Second Reading of Councillor's Bill No. 44 Making Revisions to the Purchasing Code, Title XV, Chapter 1
- CC. Second Reading of Councillor's Bill No. 45 Vacating 91st Avenue Right-of-way Within WURP Boundaries

DD. Second Reading of Councillor's Bill No. 46 Appropriating Monies from 2015 RMHIDTA Grant

9. Appointments and Resignations

10. Public Hearings and Other New Business

- A. Councillor's Bill No. 47 Amending Water and Wastewater Utility Enterprise to Include Stormwater Utility
- B. Resolution No. 32 re General Fund Contingency Transfer for 72nd Ave/Raleigh St Bridge Replacement
- C. Councillor's Bill No. 48 re FY2014 Budget Amendment to the General Capital Improvement Fund
- D. Contract Amendment re 72nd Avenue/ Raleigh Street Bridge Replacement Project
- E. Resolution No. 33 re Compliance Hearing for Annexation of Moorings at Hidden Lake

11. Old Business and Passage of Ordinances on Second Reading

- A. Special Legal Counsel Services for Drafting of Collective Bargaining Ordinance (Tabled 10-27-14)

12. Miscellaneous Business and Executive Session

- A. City Council
- B. Executive Sessions
 - 1) Obtain Direction for City Council re Proposed Economic Development Agreement with Trimble Navigation pursuant to Sections 1-11-3(C)(4) and (7), Westminster Municipal Code, and Section 24-6-402(e), Colorado Revised Statutes
 - 2) Obtain direction from City Council re Proposed Economic Development Agreement with Tenere, Inc. pursuant to Sections 1-11-3(C)(4) and (7), Westminster Municipal Code, and Section 24-6-402(e), Colorado Revised Statutes

13. Adjournment

**WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY (Separate Agenda)
WESTMINSTER HOUSING AUTHORITY (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.



2014 CITY OF WESTMINSTER STRATEGIC PLAN



VISIONARY LEADERSHIP & EFFECTIVE GOVERNANCE

The City of Westminster has articulated a clear vision for the future of the community. The vision is implemented through collaborative and transparent decision making.

- Secure a replacement for our retiring City Manager that has the combination of experience, knowledge, style and values that are consistent with City Council vision and organizational values; ensure a smooth transition.



VIBRANT & INCLUSIVE NEIGHBORHOODS

Westminster provides housing options for a diverse demographic citizenry, in unique settings with community identity, ownership and sense of place, with easy access to amenities, shopping and employment.

- Complete St. Anthony North Hospital (84th Avenue) impact analysis
- Create an Arts District



COMPREHENSIVE COMMUNITY ENGAGEMENT

Westminster is represented by inclusive cultural, business, nonprofit and geographic participation. Members of the community are involved in activities; they are empowered to address community needs and important community issues.

- Create an Inclusiveness Commission



BEAUTIFUL, DESIRABLE, ENVIRONMENTALLY RESPONSIBLE CITY

Westminster thoughtfully creates special places and settings. The city is an active steward, protecting and enhancing natural resources and environmental assets. The city promotes and fosters healthy communities.

- Develop and implement Open Space Master Plan
- Identify and implement alternative energy options for city facilities
- Achieve “Solar City” designation to benefit both our environment and economy



PROACTIVE REGIONAL COLLABORATION

Westminster is proactively engaged with our partners to advance the common interests of the region.

- Collaborate with counties, school districts and neighboring cities



DYNAMIC, DIVERSE ECONOMY

Westminster is a local government that fosters social, economic, and environmental vitality and cultivates and strengthens a wide array of economic opportunities.

- Construct Westminster Station and develop TOD area
- Identify and pursue FasTracks next step
- Continue North I-25 development
- Proceed with Phase I of the Westminster Center Reinvestment Project
- Advance business attraction strategy
- Encourage the development of chef-owned and/or operated restaurants
- Grow small businesses through incubation



EXCELLENCE IN CITY SERVICES

Westminster leads the region in a culture of innovation that exceeds expectations in all city services – the city is known for “the Westy Way.”

- Analyze Fire/EMS alternative service delivery
- Provide improved collaboration and communication between City Council and employees at all levels of the organization
- Improve planning and permit process to be business friendly and achieve city goals



EASE OF MOBILITY

Westminster pursues multi-modal transportation options to ensure the community is convenient, accessible and connected by local and regional transportation options through planning, collaboration, advocacy and execution. Transportation objectives include walkability, bike friendly, drivability and mass transit options.

- Enhance trail connectivity

VISION: *Westminster is an enduring community – a unique sense of place and identity; we have a choice of desirable neighborhoods that are beautiful and sustainable by design. Westminster residents enjoy convenient choices for an active, healthy lifestyle, are safe and secure, and have ease of mobility within our City and convenient connection to the metro area. Westminster is a respectful, diverse community in which*

residents are engaged. Westminster City Government provides exceptional city services, and has a strong tax base through a sustainable local economy.

MISSION: *Our job is to deliver exceptional value and quality of life through S-P-I-R-I-T (Service, Pride, Integrity, Responsibility, Innovation, Teamwork)*

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE CITY COUNCIL MEETING
HELD ON MONDAY, DECEMBER 8, 2014, 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 Faith Winter, and Councillors Bruce Baker, Bob Briggs, Alberto Garcia, Emma Pinter, and Anita Seitz were present at roll call. Also present were City Manager J. Brent McFall, Acting City Attorney Hilary Graham, and City Clerk Linda Yeager.

CONSIDERATION OF MINUTES

Councillor Briggs moved, seconded by Councillor Baker, to approve the minutes of the regular meeting of November 24, 2014, as presented. The motion carried unanimously.

CITY MANAGER'S REPORT

Mr. McFall announced that the Hometown Christmas Tree lighting ceremony at Fire Station 4 and the City Hall Christmas lighting event over the weekend had been very successful with lots of community participation. He thanked staff members who had been involved in preparations and clean-up. With the holidays rapidly approaching, it was not too soon to announce that all City offices would be closed on Thursday, December 25. Only emergency services would be provided on Christmas Day. Operating hours at City facilities on December 24 might not be the usual hours. The public was encouraged to contact facilities directly about hours of operation or to check the City's website for information.

COUNCIL REPORTS

Councillor Baker thanked Mayor Atchison for his comments at the conclusion of the November 10 Council meeting. He and all members of Council were respectful of everyone's right of free speech, including his. Councillor Baker realized the issues he had been raising were difficult and he had heard anguish in the Mayor's comments about his choice of words. He was, however, worried about decisions that had been made with respect to the former Westminster Mall property; the course the City was taking; whether or not the public understood about and agreed with the City's subsidy in the development; and whether or not the City was getting the best deal for the site. He urged transparency to avoid damaging relationships with the public.

Though appreciative of his perspective, the balance of City Council was united in disagreement about Councillor Baker's worries. Each speaking individually, they voiced steadfast support of the Downtown Westminster plan. History showed the City's involvement in the former Westminster Mall; the depth and breadth of a public visioning process from 2008 to present; and the public community building exercises that resulted in hundreds of ideas, many of which had been incorporated in the Downtown Westminster Specific Plan. This Council, and many before it, had been well-informed and had reached decisions about the redevelopment of the former Westminster Mall site in public meetings. There was nothing secretive about the long-term investment the City was making in the redevelopment plan. It had been very purposeful to ensure that the community vision for the project could be achieved. The long-term benefits would far outweigh the investment.

Councillor Briggs reported that the Christmas lights on the City Hall property were very impressive as he drove up before the meeting with lots of people and their young children enjoying the displays. He had missed the Christmas lighting ceremony because he had attended the successful launch of the Orion space satellite. A long-term goal of the Front Range Airport had been to become a spaceport. With the recent hiring of a new Airport Manager and the success of Orion, the goal was more in reach than ever before.

Councillors Garcia, Pinter, and Seitz reported having interviewed 23 highly qualified, sincere applicants with varied expertise who wanted to serve on the Inclusivity Task Force. Council was grateful to the applicants. Those selected to serve would move the City toward addressing a Strategic Plan goal of ensuring that every segment of the community's population knew where services and programs could be accessed and all residents could be immersed in the community.

Councillor Pinter reminded everyone of the Butterfly Pavilion's Living Lights display, another asset to lift the holiday spirit throughout the community. She and Councillor Seitz also encouraged participation in the fifth annual Colorado Gives Day and support favorite charities in furtherance of their worthy efforts to meet needs where there were voids.

Councillor Seitz reported that the Environmental Advisory Board's electronic recycling event was a great success with over 16,000 tons of unwanted electronic products being accumulated for proper disposal.

CITIZEN COMMUNICATION

Marilyn Graham, 3861 West 97th Avenue, had received a post card about the redevelopment of the Westminster Mall from Councillor Baker. While she had no opinion at this point, she requested black and white information about the amount invested in the site, how the City intended to use the money invested, and the source of the funds.

CONSENT AGENDA

The following items were submitted for Council's consideration on the consent agenda: authorize the City Manager to execute a contract with Concrete Express, Inc. in the amount of \$81,550 for the Pre-Construction services for the Little Dry Creek Grading Project and authorize a contingency of \$12,232; contingent upon approval of Councillor's Bill No. 36 on second reading appropriating 2013 Parks, Open Space & Trails Fund carryover, authorize the City Manager to execute a contract with the lowest bidder, Property Assurance, in the amount of \$209,477 for the 2014 Open Space Demolition Project, Bid Schedules A, C, and Revised D, with Schedule B as an add alternate at \$9,363, and authorize a construction contingency in the amount of \$21,884 for a total authorized expenditure of \$240,724; find that the public interest would best be served by authorizing the City Manager to execute an agreement with G4S Secure Solutions (USA), Inc. for Municipal Court security services for the 12-month period beginning January 1, 2015, and authorize up to four 1-year renewals of the agreement; ratify the 2015 contracted purchase of 180,000 gallons of unleaded, E-10 gasoline and 90,000 gallons of diesel from Hill Petroleum to be delivered to City sites for a cost not to exceed \$650,000; ratify the expenditure of \$2,000 to the previously Council-approved contract with Commercial Fitness Solutions, Inc. for the replacement of exercise strength equipment, increasing the contract approval amount to \$87,759; authorize the additional expenditure of \$60,000 for deicing salt to the previous not to exceed amount of \$323,000, increasing the total authorized expenditure to \$383,000; authorize the Mayor to execute the Westminster/Crestview Intergovernmental Agreement for Federal View Utility Services in substantially the same form as the attached agreement and as a term of the agreement convert water and wastewater customers in the Federal View neighborhood and adjoining properties to Westminster utility customers; authorize the City Manager to execute a fourth amendment to the Contract to Buy and Sell Real Estate with Urban Pacific Multi-Housing, LLC and Pacific West Communities, Inc. extending the closing date to January 31, 2015, in a form satisfactory to the City Attorney and to take all actions necessary to close this land sale; final passage on second reading of Councillor's Bill No. 36, providing for a supplemental appropriation of funds to the 2014 budget of the General, Legacy Ridge, Heritage at Westmoor, Parks, Open Space and Trails, and General Capital Improvement Funds; final passage on second reading of Councillor's Bill No. 37 appropriating a balance of funds received from the United States Department of Housing and Urban Development Section 108 Loan Fund Program, in the amount of \$100,000; final passage on second reading of Councillor's Bill No. 38 appropriating \$428,459 from an Adams County Open Space grant to the McKay Drainageway Project for various trail improvements; and final passage on second reading of Councillor's Bill 39 amending Title XIV of the Westminster Municipal Code concerning the Police and General Employee Pension Plans.

No items were removed for individual consideration and Councillor Baker moved, seconded by Councillor Garcia, to approve the consent agenda as presented. The motion carried by unanimous vote.

PUBLIC HEARING - MC KAY LAKE OVERLOOK PROPERTY ANNEXATION

At 7:30 p.m., the Mayor opened a public hearing to consider the annexation, Comprehensive Land Use Plan amendment, and rezoning for the McKay Lake Overlook Property. Grant Penland, Principal Planner, provided background information and entered into the record the agenda memorandum and its associated documents, as well as proof that the public notice requirements of the Westminster Municipal Code had been satisfied. The McKay Lake Overlook Property contained almost 8.8 acres and was located southeast of 144th Avenue and Zuni Street. The City had purchased the property in 2012 for Open Space purposes and had expended McKay Lake access and trails.

There were no questions from City Council and Mayor Atchison opened the floor for public comment. There was none, and the Mayor closed the hearing at 7:33 p.m.

COUNCILLOR'S BILL NO. 41 ANNEXING THE MC KAY LAKE OVERLOOK PROPERTY

Councillor Seitz moved, seconded by Councillor Baker, to pass on first reading Councillor's Bill No. 41 annexing the McKay Lake Overlook Property into the City. On roll call vote, the motion passed unanimously.

COUNCILLOR'S BILL NO. 42 APPROVING MC KAY LAKE OVERLOOK PROPERTY CLUP AMENDMENT

Upon a motion by Councillor Seitz, seconded by Councillor Baker, the Council voted unanimously on roll call vote to pass on first reading Councillor's Bill No. 42 approving a Comprehensive Plan amendment for the McKay Lake Overlook Property changing the designation from Adams County Estate Residential to City Owned Open Space based on finding that the proposed amendment would be in the public good and that the proposed amendment was in compliance with the overall purpose and intent of the Comprehensive Plan.

COUNCILLOR'S BILL NO. 43 REZONING THE MC KAY LAKE OVERLOOK PROPERTY

Councillor Seitz moved, seconded by Councillor Baker, to pass on first reading Councillor's Bill No. 43 approving a rezoning of the property from Adams County A-1 to City of Westminster Open District (O-1). At roll call, the motion passed unanimously.

COUNCILLOR'S BILL NO. 44 REVISING THE PURCHASING CODE, TITLE XV, CHAPTER 1

Upon a motion by Councillor Briggs, seconded by Mayor Pro Tem Winter, the Council voted unanimously on roll call vote to pass on first reading Councillor's Bill No. 44 making minor clean-up revisions to Title XV, Chapter 1, of the Westminster Municipal Code concerning Purchasing Procedures.

COUNCILLOR'S BILL NO. 45 VACATING 91ST AVENUE R-O-W WITHIN WURP BOUNDARIES

It was moved by Councillor Pinter, seconded by Councillor Briggs, to pass on first reading Councillor's Bill No. 45 vacating the existing 91st Avenue right-of-way within the Westminster Center Urban Reinvestment Project boundary. At roll call, the motion passed unanimously.

AUTHORIZE RECEIPT AND ADMINISTRATION OF 2015 DRUG TRAFFICKING AREA GRANT

Councillor Garcia moved, seconded by Mayor Pro Tem Winter, to authorize the City to receive and administer the 2015 Rocky Mountain High Intensity Drug Trafficking Area Grant in the amount of \$324,768 on behalf of the North Metro Task Force. The motion passed with all Council members voting affirmatively.

COUNCILLOR’S BILL NO. 46 APPROPRIATING MONIES FROM 2016 DRUG TRAFFICKING GRANT

Councillor Garcia moved, seconded by Mayor Pro Tem Winter, to pass on first reading Councillor’s Bill No. 46 appropriating grant monies to be received from the 2015 Rocky Mountain High Intensity Drug Trafficking Area Grant to the 2015 General Fund budget. On roll call vote, the motion passed unanimously.

AUTHORIZE 2016 DRUG TRAFFICKING GRANT APPLICATION

It was moved by Councillor Garcia, seconded by Mayor Pro Tem Winter, to authorize the submission of a grant application by the Police Department to Rocky Mountain High Intensity Drug Trafficking Area for an amount up to \$500,000 for the 2016 grant year to be applied to the operations of the North Metro Task Force. The motion carried unanimously.

RESOLUTION NO. 29 AUTHORIZING CAPITAL COMMITMENT FOR FOOTHILLS ANIMAL SHELTER

Councillor Briggs moved to adopted Resolution No. 29 authorizing the transfer of \$179,315 from the 2014 General Fund contingency account into the Police Department budget and authorizing the City of Westminster to pay \$179,315 to Jefferson County for capital costs associated with Foothills Animal Shelter, as required under the existing Intergovernmental Agreement. Councillor Pinter seconded the motion, which passed by unanimous vote at roll call.

RESOLUTION NO. 30 CONSENTING TO METRO DISTRICT PROPOSED 2014 REFUNDING BOND ISSUE

Councillor Seitz moved to adopt Resolution No. 30 approving the proposed issuance by the Country Club Village Metropolitan District of 2014 Refunding Bonds in substantial conformance with the Resolution’s attached term sheet. Councillor Garcia seconded the motion, which passed unanimously on roll call vote.

RESOLUTION NO. 31 ADOPTING THE 2014 OPEN SPACE STEWARDSHIP PLAN

Mayor Pro Tem Winter moved, seconded by Councillor Seitz, to adopt Resolution No. 31 to formally adopt the 2014 Open Space Stewardship Plan providing capital improvement recommendations and a comprehensive management program for the City’s open space system. At roll call, the motion passed by unanimous vote.

COUNCILLOR’S BILL NO. 29 REMOVED FROM THE TABLE AND PASSED ON FIRST READING

Councillor’s Bill No. 29 was unanimously removed from the table and by motion of Councillor Garcia, seconded by Mayor Pro Tem Winter, the Council voted unanimously at roll call to pass on first reading Councillor’s Bill No. 29 amending Sections 10-1-12(A) and (B) of the Westminster Municipal Code to create more flexibility in parking restrictions related to loading and unloading RVs, trailers and boats.

ADJOURNMENT

There was no further business to come before the City Council, and, hearing no objections, Mayor Atchison adjourned the meeting at 7:48 p.m.

ATTEST:

City Clerk

Mayor



Agenda Memorandum

City Council Meeting
December 22, 2014



SUBJECT: Financial Report for November, 2014

Prepared By: Tammy Hitchens, Finance Director

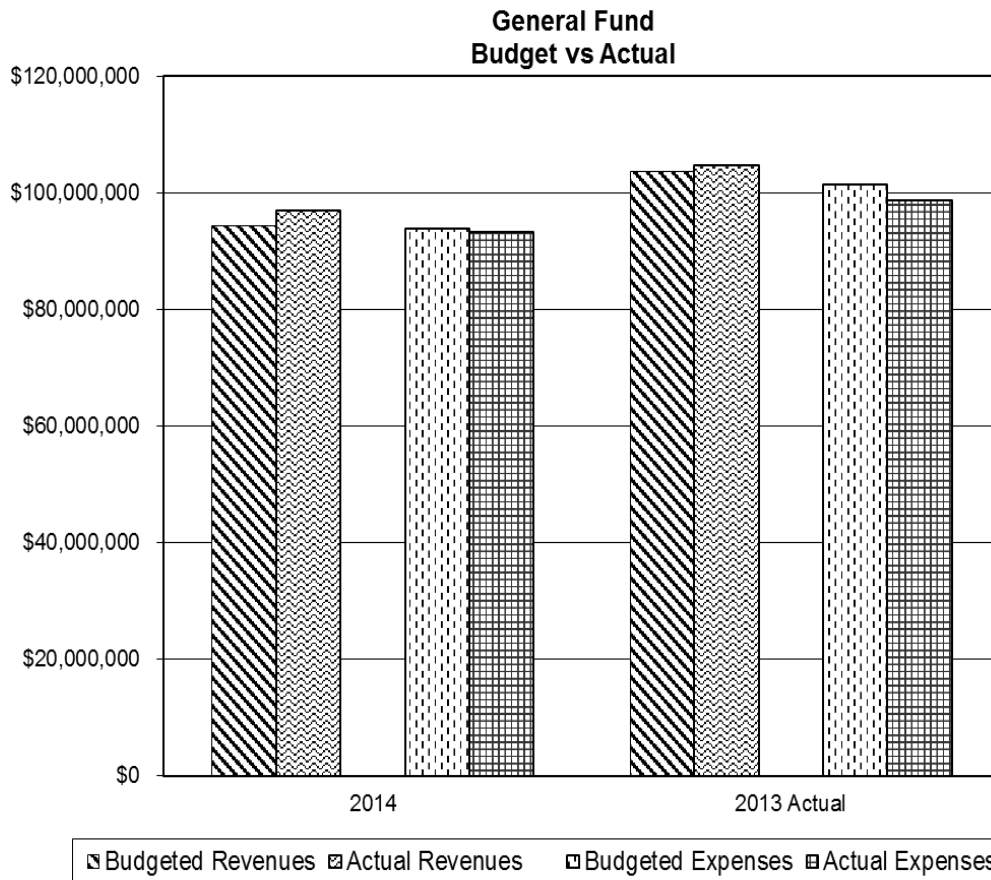
Recommended City Council Action

Accept the Financial Report for November as presented.

Summary Statement

City Council is requested to review and accept the attached monthly financial statement. The Shopping Center Report is also attached. Unless otherwise indicated, “budget” refers to the pro-rated budget. The budget numbers that are presented reflect the City’s amended adopted budget. Both revenues and expenditures are pro-rated based on 10-year historical averages.

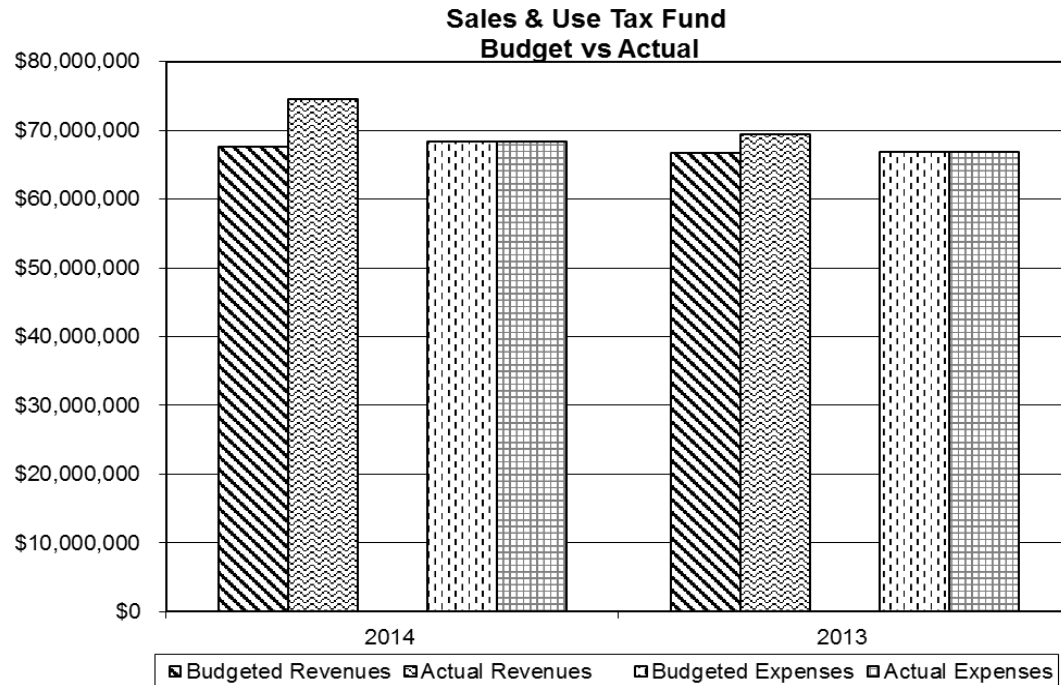
Current projections show General Fund revenues and carryover exceeding expenditures by \$3,144,207. The following graph represents Budget vs. Actual for 2013-2014.



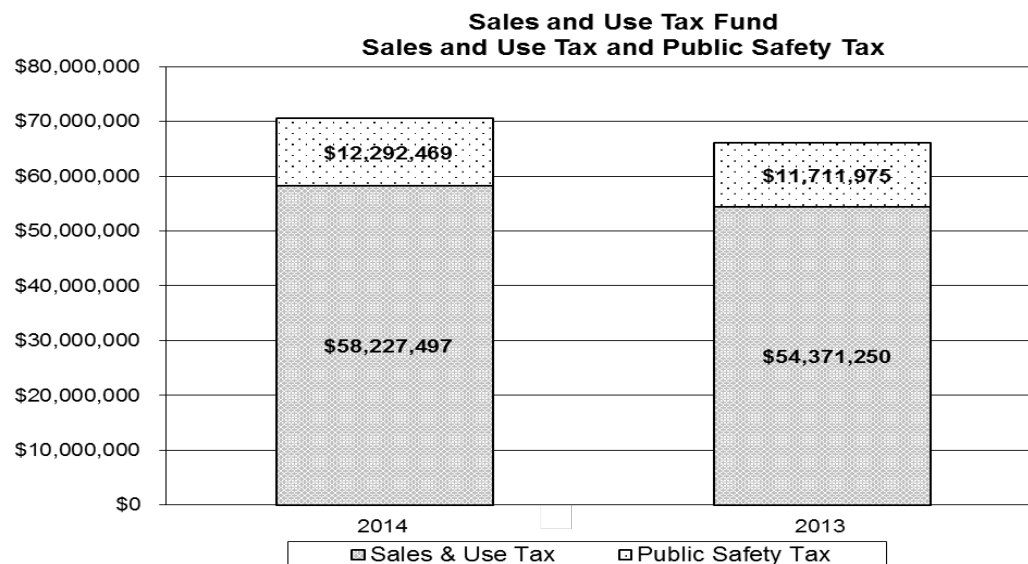
2013 revenue and expense includes an \$11.1 million refinancing of long term debt.

Current projections show the Sales and Use Tax Fund revenues and carryover exceeding expenditures by \$6,859,001. On a year-to-date cash basis, total sales and use tax is up 7.1% from 2013. Key components are listed below:

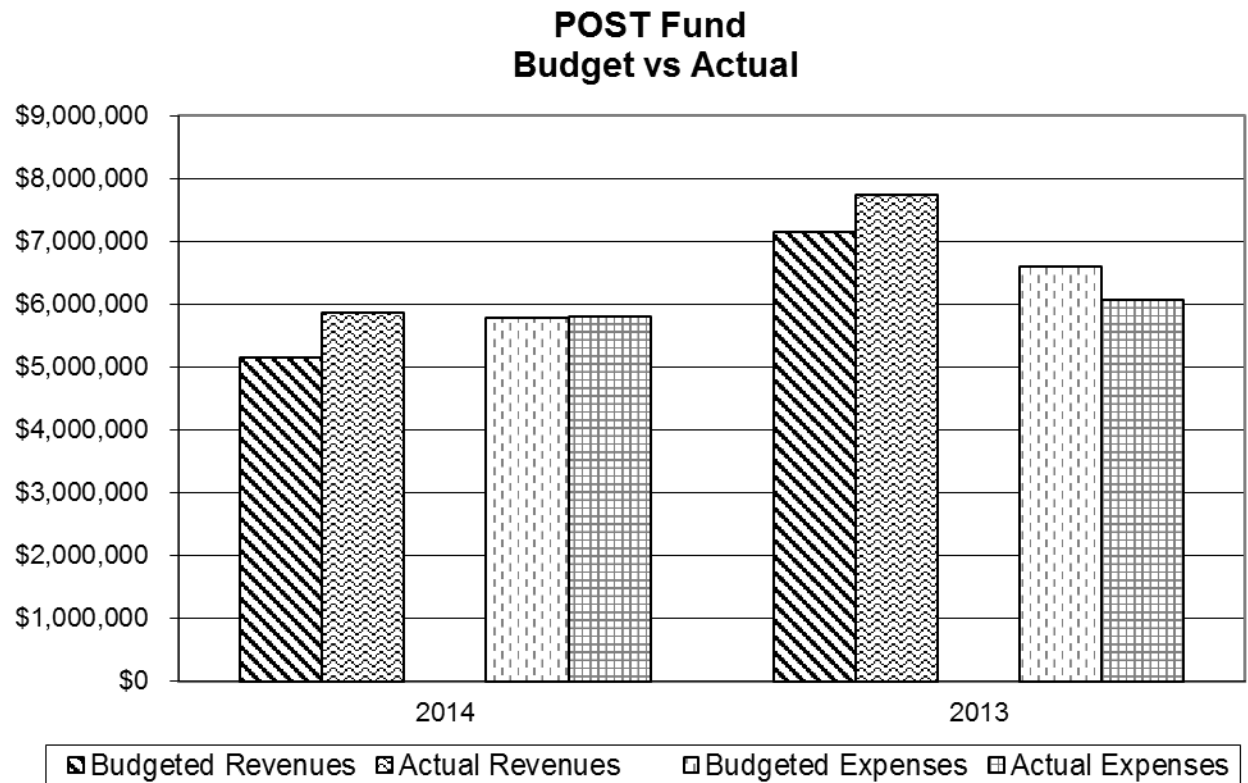
- On a year-to-date basis, across the top 25 shopping centers, total sales and use tax receipts are up 6.0% from the prior year.
- Sales tax receipts from the top 50 Sales Taxpayers, representing about 58.3% of all collections, are up 3.0% for the month when compared to 2013.
- Urban renewal areas make up 39.4% of gross sales tax collections. After urban renewal area and economic development assistance adjustments, 86.4% of this money is being retained for General Fund use in operating the City.



The graph below reflects the contribution of the Public Safety Tax to the overall Sales and Use Tax revenue.

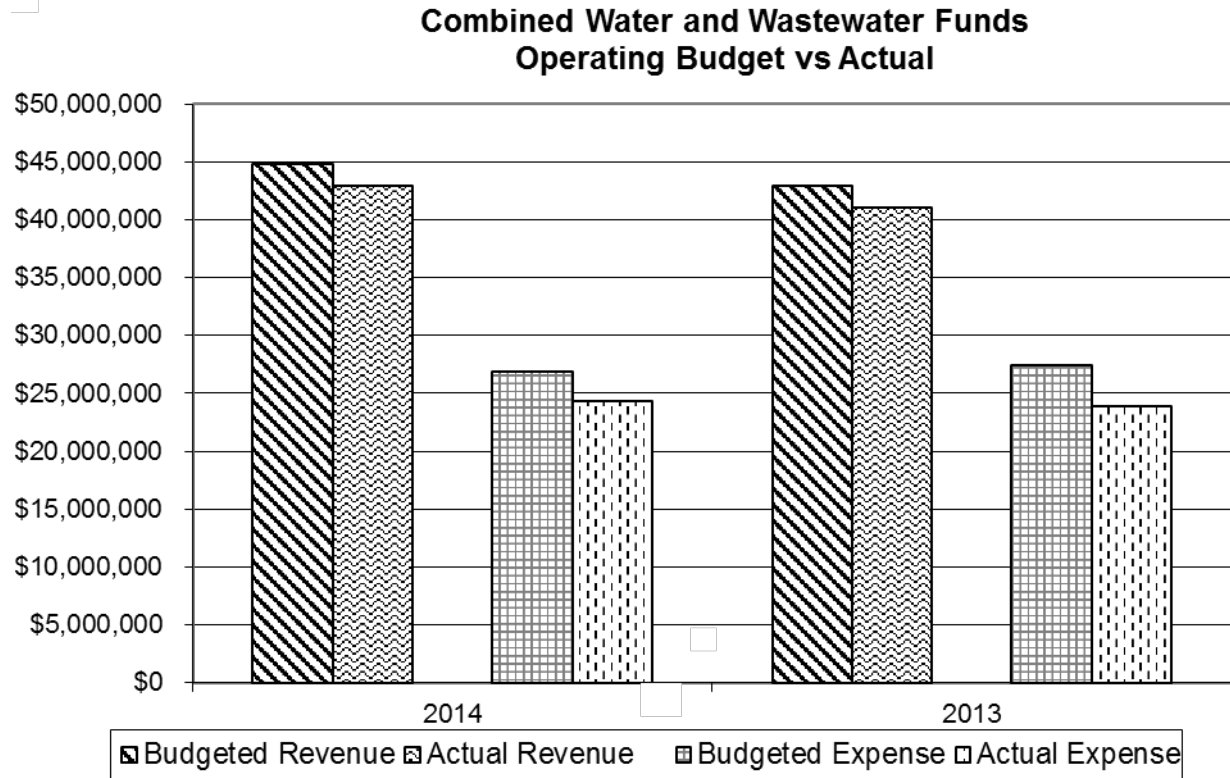


Current projections show Parks, Open Space and Trails (POST) Fund revenues and carryover exceeding expenditures by \$704,906.



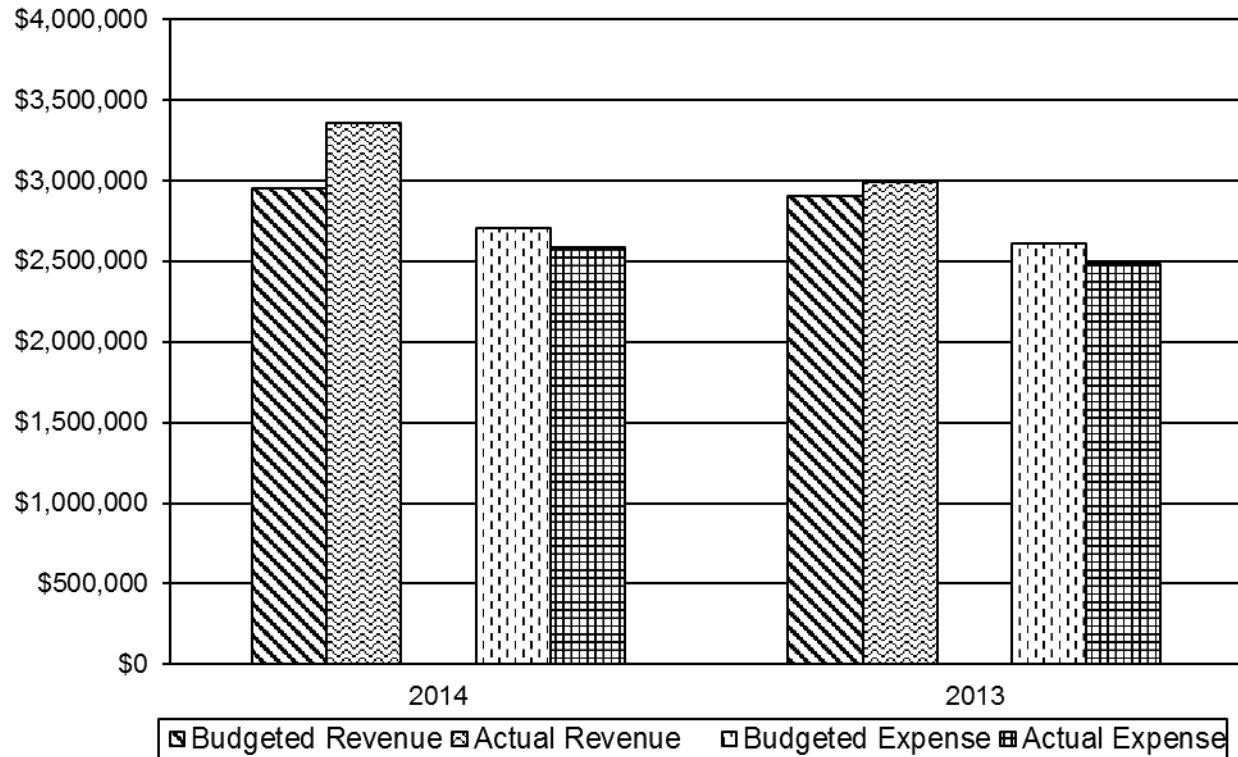
Budget to actual revenue variances reflect grant reimbursements that were budgeted in prior years. The disparity in budget and actual revenue between years results mostly from carryover and to a lesser extent intergovernmental revenues that fluctuate from year to year based on grant activity. 2013 carryover was roughly \$1.2 million more than what was appropriated in 2014.

Overall, current projections show combined Water & Wastewater Fund expenditures exceeding revenues and carryover by \$505,176. Current projections show combined Water & Wastewater Fund operating revenues exceeding expenditures by \$697,270.



Current projections show combined Golf Course Fund revenues and carryover exceeding expenditures by \$536,752. Current projections show combined Golf Course Fund operating revenues exceeding expenditures by \$529,063.

Golf Course Enterprise Operating Budget vs Actual



2014 Golf Course revenue exceeds budget in part because of various promotions and proceeds from the Golf Expo as well as a reimbursement from Trimble Navigation for modifications made to the Heritage. The Trimble Navigation payment will be appropriated at a later date.

Policy Issue

A monthly review of the City’s financial position is the standard City Council practice; the City Charter requires the City Manager to report to City Council on a quarterly basis.

Alternative

Conduct a quarterly review. This is not recommended, as the City’s budget and financial position are large and complex, warranting a monthly review by the City Council.

Background Information

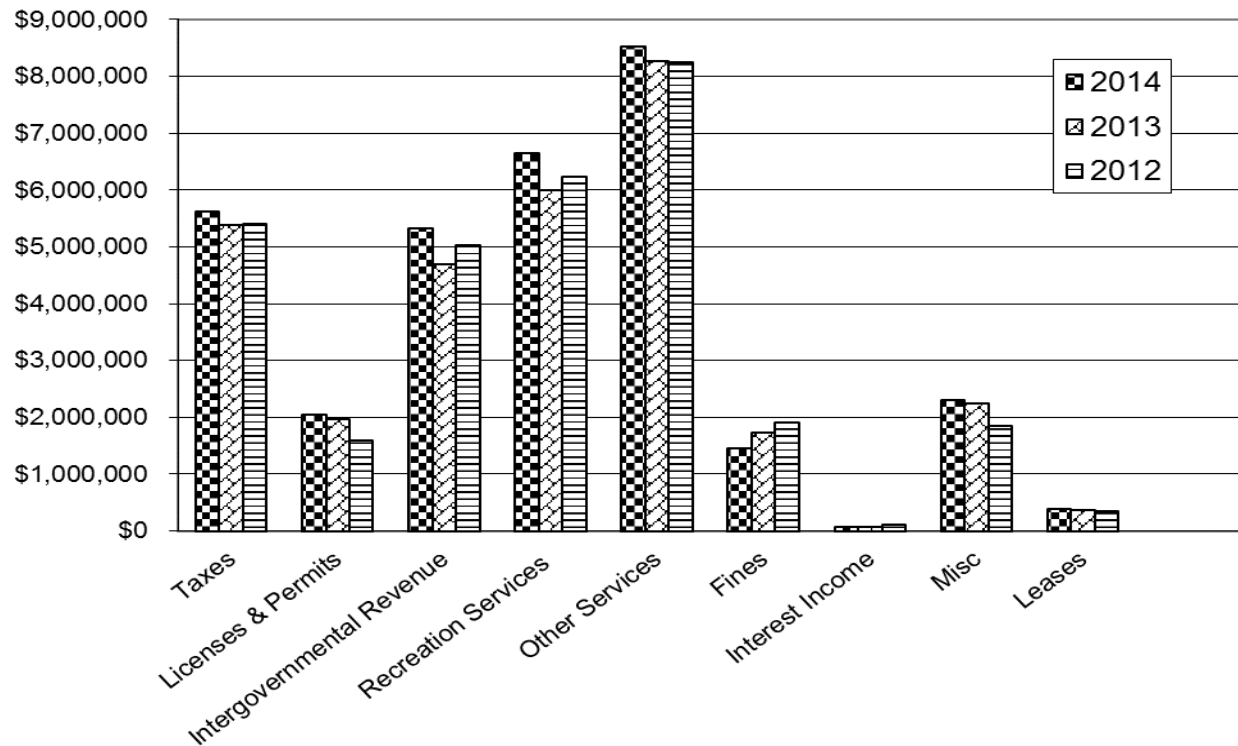
This section includes a discussion of highlights of each fund presented.

General Fund

This fund reflects the result of the City’s operating departments: Police, Fire, Public Works (Street Operations), Parks Recreation and Libraries, Community Development, and the internal service functions: City Manager, City Attorney, Finance, and General Services.

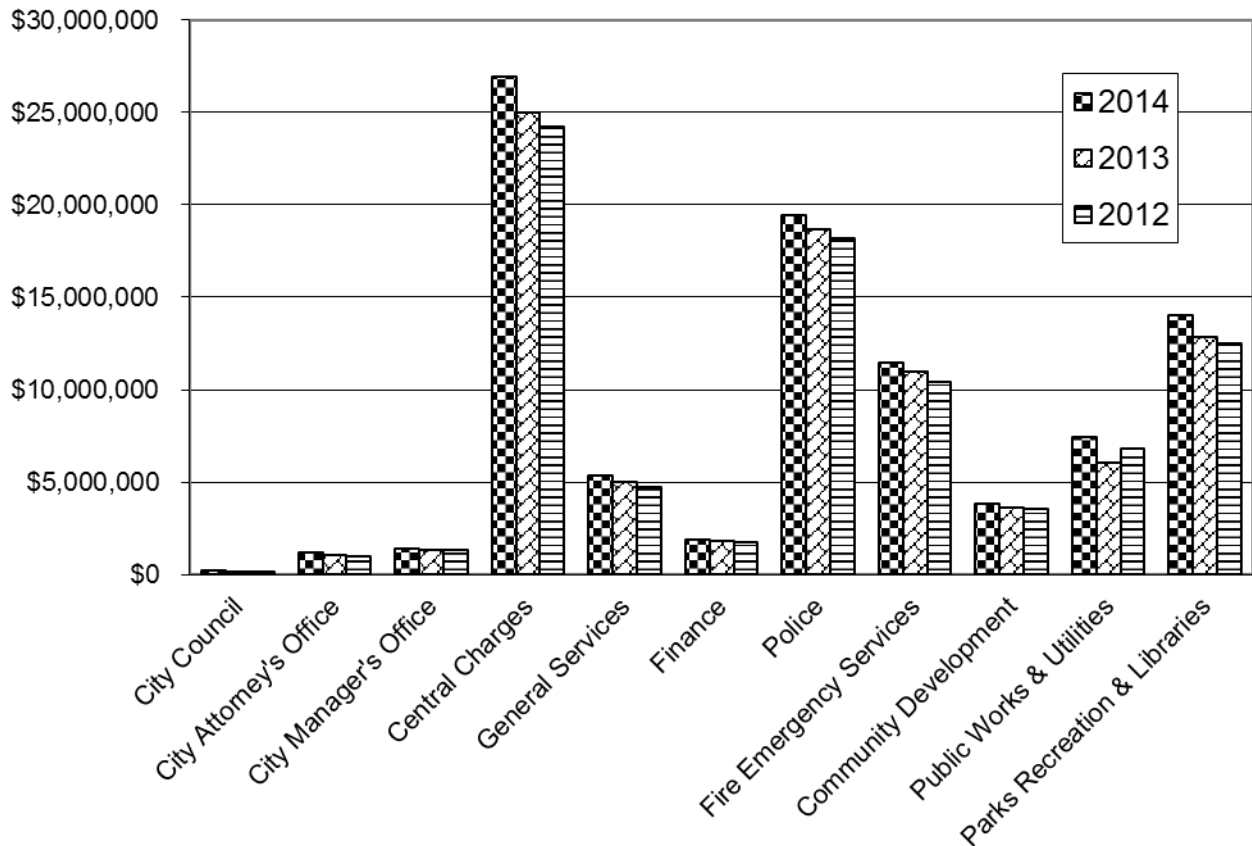
The following chart represents the trend in actual revenues from 2012-2014 year-to-date.

**General Fund Revenues, less Transfers and Carryover
2012-2014**



2014 Intergovernmental Revenue variance reflects urban renewal income generated by a revenue sharing agreement between Westminster and Thornton in the North Huron URA. The increase in Recreation Services reflects additional pass revenue and youth activity fees as an outcome of various Parks, Recreation and Libraries promotions during the year. Other Fees are higher than in prior years mostly because of the increase in street and infrastructure fees. Fines are lower in 2014 mostly because of a decrease in traffic fines.

General Fund Expenditures by Function 2012-2014

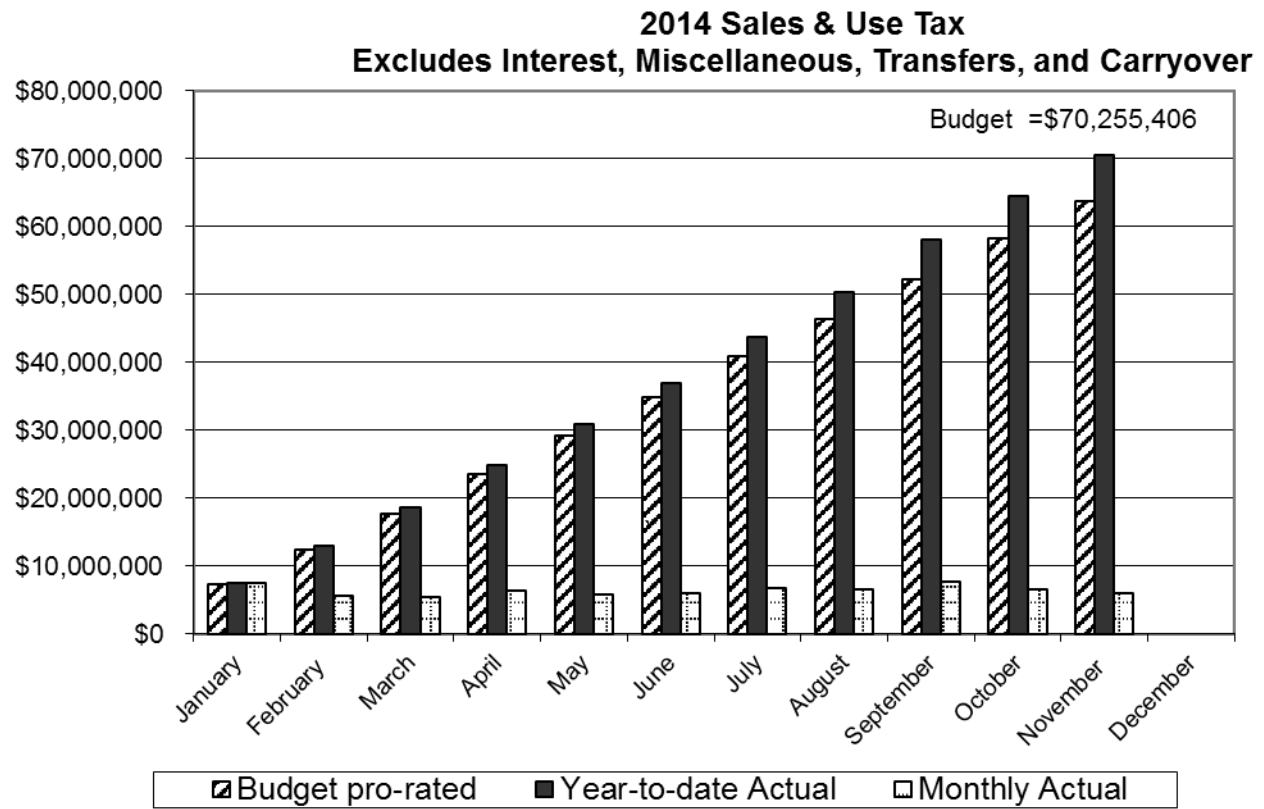


2014 Central Charges expenditures are higher when compared to prior years mostly because of an increase in budgeted transfers. Public Works & Utilities expenditures are higher mainly due to street rehabilitation and street light work. Parks, Recreation and Libraries expenditures are higher when compared to prior years primarily due to Personnel and Contract Services expenditures.

Sales and Use Tax Funds (Sales & Use Tax Fund and Parks, Open Space and Trails Sales & Use Tax Fund)

These funds are the repositories for the 3.85% City Sales & Use Tax. The Sales & Use Tax Fund provides monies for the General Fund, the General Capital Improvement Fund, and the Debt Service Fund. The Parks, Open Space and Trails (POST) Sales & Use Tax Fund revenues are pledged to meet debt service on the POST bonds, pay bonds related to the Heritage Golf Course, buy open space land, and make park improvements on a pay-as-you-go basis. The Public Safety Tax (PST) is a 0.6% sales and use tax to be used for funding public safety-related expenditures.

This chart indicates how the City’s Sales and Use Tax revenues are being collected on a monthly basis. This chart does not include Parks, Open Space and Trails Sales & Use Tax.

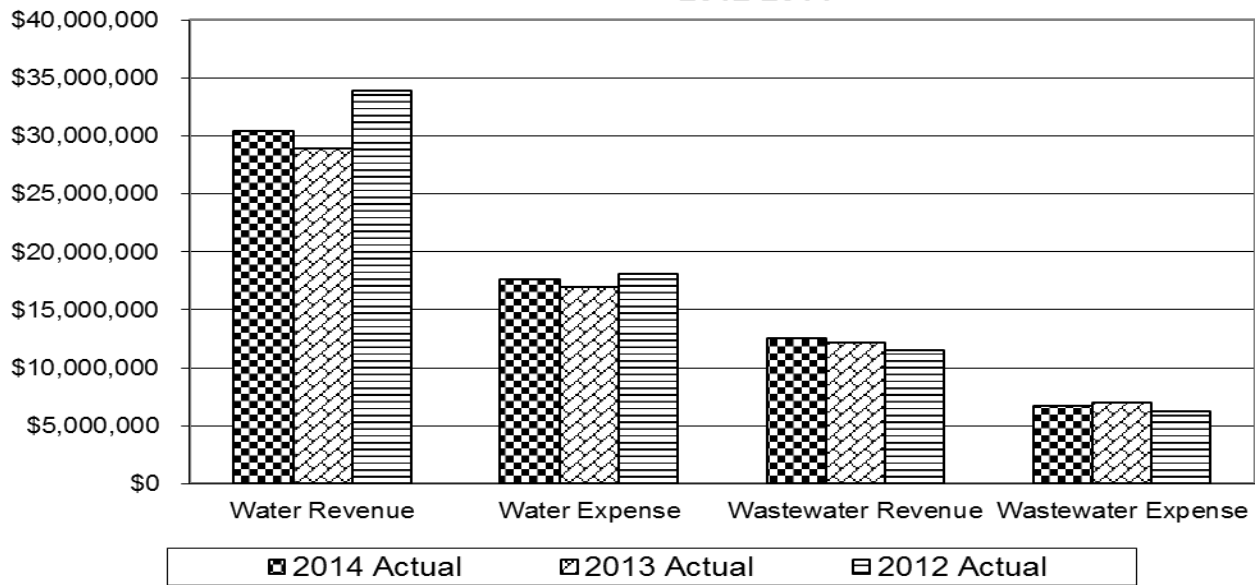


Water, Wastewater and Storm Water Drainage Funds (The Utility Enterprise)

This fund reflects the operating results of the City’s water, wastewater and storm water systems. It is important to note that net revenues are used to fund capital projects and reserves.

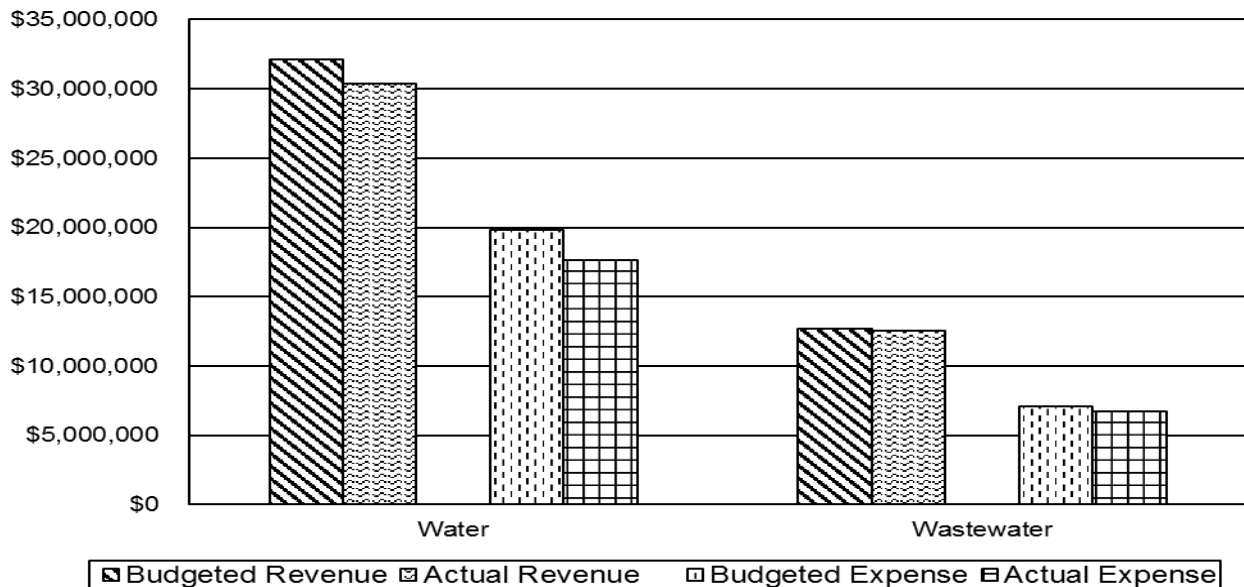
These graphs represent segment information for the Water and Wastewater funds.

**Water and Wastewater Funds
Operating Revenues and Expenditure
2012-2014**



The Water revenue variance is due to the effect of climatic variations on water consumption.

**Water and Wastewater Funds
2014 Operating Budget vs Actual**

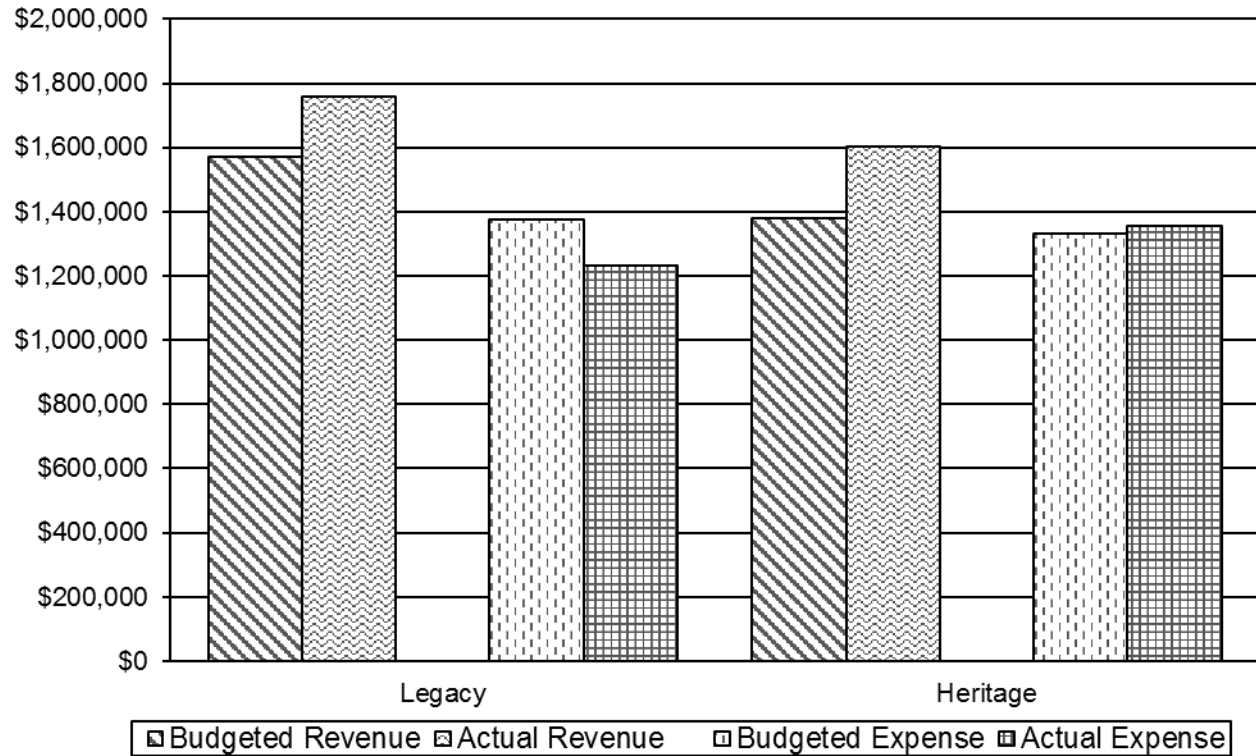


The Storm Water Fund information is provided in the attached financial reports.

Golf Course Enterprise (Legacy and Heritage Golf Courses)

This enterprise reflects the operations of the City’s two municipal golf courses.

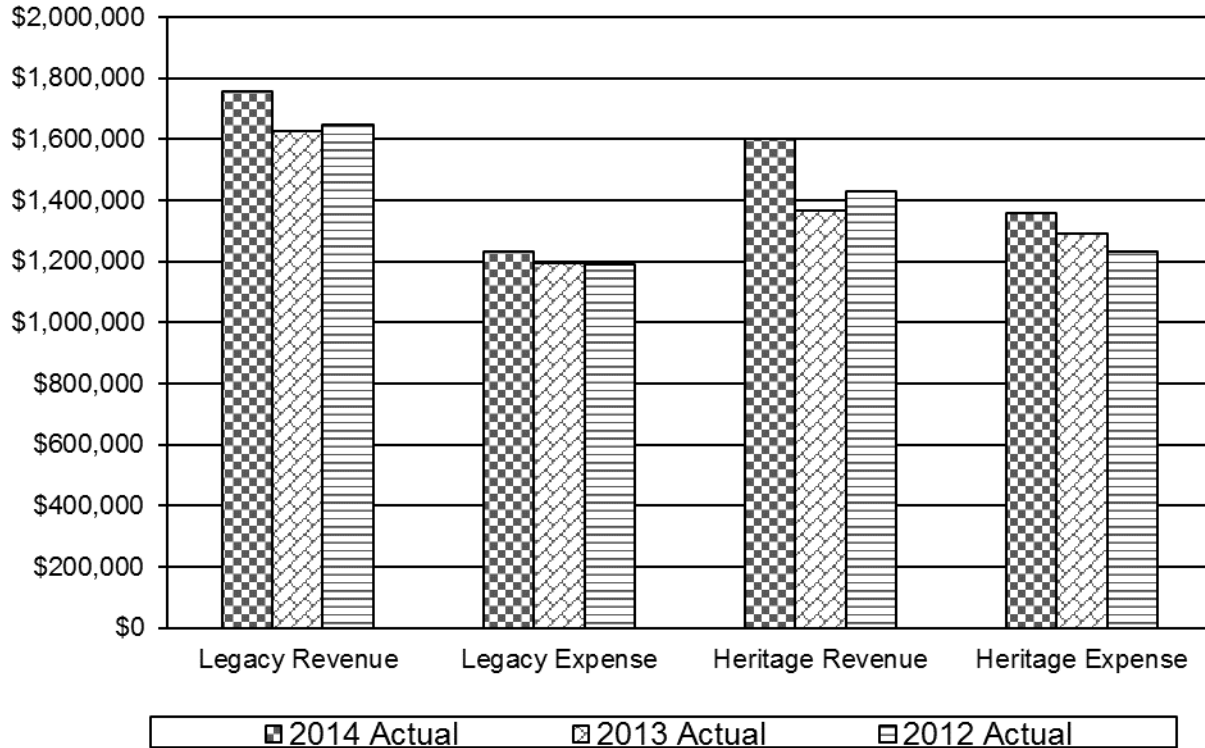
**Legacy and Heritage Golf Course
2014 Operating Budget vs Actual**



Golf Course revenues exceed budget in part because of various special promotions during the year as well as proceeds from the Golf Expo; for Heritage, a reimbursement from Trimble Navigation that has not yet been appropriated increases the variance.

The following graph represents the information for each of the golf courses.

**Legacy and Heritage Golf Courses
Operating Revenue and Expenditures
2012-2014**



Revenue variances are due primarily to climatic effects on charges for services including driving range and greens fees. Several promotions during the year and the Golf Expo generated additional revenue for the courses. Heritage revenue also reflects a reimbursement from Trimble Navigation for modifications to the Heritage.

This financial report supports City Council’s Strategic Plan Goal of Excellence in City Services by communicating timely information on the results of City operations to assist with critical decision making.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

- Financial Statements
- Shopping Center Report

**City of Westminster
Financial Report
For Eleven Months Ending November 30, 2014**

Description General Fund	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Revenues						
Taxes	5,617,500	5,478,681		5,625,444	146,763	102.7%
Licenses & Permits	1,622,000	1,438,854		2,037,270	598,416	141.6%
Intergovernmental Revenue	5,396,439	4,580,010		5,330,294	750,284	116.4%
Charges for Services						
Recreation Services	6,907,338	6,144,812		6,655,326	510,514	108.3%
Other Services	9,412,865	7,868,206		8,521,340	653,134	108.3%
Fines	2,150,000	2,008,491	(1)	1,449,762	(558,729)	72.2%
Interest Income	55,000	48,274		78,600	30,326	162.8%
Miscellaneous	1,938,977	1,817,667		2,307,153	489,486	126.9%
Leases	401,779	383,439		383,439	0	100.0%
Interfund Transfers	66,881,386	61,307,937		61,307,937	0	100.0%
Sub-total Revenues	<u>100,383,284</u>	<u>91,076,371</u>		<u>93,696,565</u>	<u>2,620,194</u>	<u>102.9%</u>
Carryover	3,235,585	3,235,585		3,235,585	0	100.0%
Total Revenues	<u>103,618,869</u>	<u>94,311,956</u>		<u>96,932,150</u>	<u>2,620,194</u>	<u>102.8%</u>
Expenditures						
City Council	254,094	213,573		203,434	(10,139)	95.3%
City Attorney's Office	1,316,507	1,199,650		1,188,462	(11,188)	99.1%
City Manager's Office	1,602,272	1,449,066		1,426,724	(22,342)	98.5%
Central Charges	30,132,661	27,239,903		26,947,770	(292,133)	98.9%
General Services	6,126,997	5,433,116		5,337,887	(95,229)	98.2%
Finance	2,133,622	1,934,286		1,902,452	(31,834)	98.4%
Police	21,634,658	19,628,017		19,455,130	(172,887)	99.1%
Fire Emergency Services	12,663,848	11,478,243		11,484,348	6,105	100.1%
Community Development	4,382,669	3,971,140		3,865,131	(106,009)	97.3%
Public Works & Utilities	8,181,812	7,463,670		7,440,140	(23,530)	99.7%
Parks, Recreation & Libraries	15,189,729	13,768,166		14,003,339	235,173	101.7%
Total Expenditures	<u>103,618,869</u>	<u>93,778,830</u>		<u>93,254,817</u>	<u>(524,013)</u>	<u>99.4%</u>
Revenues Over(Under)						
Expenditures	<u>0</u>	<u>533,126</u>		<u>3,677,333</u>	<u>3,144,207</u>	

(1) Budget to actual variance is due mostly to traffic fines.

**City of Westminster
Financial Report
For Eleven Months Ending November 30, 2014**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Sales and Use Tax Fund						
Revenues						
Sales Tax						
Sales Tax Returns	48,071,133	43,647,914		46,851,690	3,203,776	107.3%
Sales Tx Audit Revenues	729,000	668,493		1,530,719	862,226	229.0%
S-T Rev. STX	<u>48,800,133</u>	<u>44,316,407</u>		<u>48,382,409</u>	<u>4,066,002</u>	109.2%
Use Tax						
Use Tax Returns	8,390,000	7,475,530		8,692,556	1,217,026	116.3%
Use Tax Audit Revenues	785,000	719,845		1,152,532	432,687	160.1%
S-T Rev. UTX	<u>9,175,000</u>	<u>8,195,375</u>		<u>9,845,088</u>	<u>1,649,713</u>	120.1%
Total STX and UTX	<u>57,975,133</u>	<u>52,511,782</u>		<u>58,227,497</u>	<u>5,715,715</u>	110.9%
Public Safety Tax						
PST Tax Returns	11,971,773	10,933,817		11,756,012	822,195	107.5%
PST Audit Revenues	308,500	282,895		536,457	253,562	189.6%
Total Rev. PST	<u>12,280,273</u>	<u>11,216,712</u>		<u>12,292,469</u>	<u>1,075,757</u>	109.6%
Interest Income	61,000	55,917		54,484	(1,433)	97.4%
Miscellaneous	287,291	287,291	(1)	356,253	68,962	124.0%
Interfund Transfers	329,463	302,008		302,008	0	100.0%
Carryover	3,272,649	3,272,649		3,272,649	0	100.0%
Total Revenues	<u>74,205,809</u>	<u>67,646,359</u>		<u>74,505,360</u>	<u>6,859,001</u>	110.1%
Expenditures						
Central Charges	<u>74,205,809</u>	<u>68,318,653</u>		<u>68,318,653</u>	<u>0</u>	100.0%
Revenues Over(Under)						
Expenditures	<u>0</u>	<u>(672,294)</u>		<u>6,186,707</u>	<u>6,859,001</u>	

(1) Budget to actual variance primarily reflects reimbursement from WEDA for City funded improvements in the South Sheridan URA.

**City of Westminster
Financial Report
For Eleven Months Ending November 30, 2014**

Description POST Fund	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Revenues						
Sales & Use Tax	5,152,477	4,709,552		5,120,476	410,924	108.7%
Intergovernmental Revenue	754,600	0		282,472	282,472	
Interest Income	10,000	9,167		5,475	(3,692)	59.7%
Miscellaneous	85,030	77,944	(1)	114,244	36,300	146.6%
Interfund Transfers	24,537	22,492		22,492	0	100.0%
Sub-total Revenues	<u>6,026,644</u>	<u>4,819,155</u>		<u>5,545,159</u>	<u>726,004</u>	115.1%
Carryover	328,400	328,400		328,400	0	100.0%
Total Revenues	<u>6,355,044</u>	<u>5,147,555</u>		<u>5,873,559</u>	<u>726,004</u>	114.1%
Expenditures						
Central Charges	6,015,328	5,527,248		5,514,681	(12,567)	99.8%
Park Services	339,716	258,644		292,309	33,665	113.0%
Total Expenditures	<u>6,355,044</u>	<u>5,785,892</u>		<u>5,806,990</u>	<u>21,098</u>	100.4%
Revenues Over(Under)						
Expenditures	<u>0</u>	<u>(638,337)</u>		<u>66,569</u>	<u>704,906</u>	

(1) Budget to actual variance includes reimbursements from WEDA for costs previously incurred by the City for the South Sheridan URA as well as certain building permit fee rebates.

**City of Westminster
Financial Report
For Eleven Months Ending November 30, 2014**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Water and Wastewater Funds - Combined						
Operating Revenues						
License & Permits	75,000	68,750		96,600	27,850	140.5%
Intergovernmental Revenue	0	0	(1)	479,758	479,758	
Rates and Charges	47,265,414	44,333,584		42,130,041	(2,203,543)	95.0%
Miscellaneous	410,000	375,834		225,299	(150,535)	59.9%
Total Operating Revenues	<u>47,750,414</u>	<u>44,778,168</u>		<u>42,931,698</u>	<u>(1,846,470)</u>	95.9%
Operating Expenditures						
Central Charges	6,170,349	5,656,153		5,717,972	61,819	101.1%
Finance	646,754	578,198		521,826	(56,372)	90.3%
Public Works & Utilities	20,892,643	17,851,842		15,471,432	(2,380,410)	86.7%
Parks, Recreation & Libraries	152,417	147,844		134,276	(13,568)	90.8%
Information Technology	3,038,821	2,671,124		2,515,915	(155,209)	94.2%
Total Operating Expenditures	<u>30,900,984</u>	<u>26,905,161</u>		<u>24,361,421</u>	<u>(2,543,740)</u>	90.5%
Operating Income (Loss)	<u>16,849,430</u>	<u>17,873,007</u>		<u>18,570,277</u>	<u>697,270</u>	
Other Revenue and Expenditures						
Tap Fees	8,662,000	7,940,167		6,687,929	(1,252,238)	84.2%
Interest Income	323,847	296,860		338,142	41,282	113.9%
Sale of Assets	0	0		8,510	8,510	
Carryover	6,118,308	6,118,308		6,118,308	0	100.0%
Debt Service	(7,204,825)	(3,009,319)		(3,009,319)	0	100.0%
Reserve Transfer In	9,156,830	9,156,830		9,156,830	0	100.0%
Reserve Transfer Out	(5,566,192)	(5,566,192)		(5,566,192)	0	100.0%
Total Other Revenue (Expenditures)	<u>11,489,968</u>	<u>14,936,654</u>		<u>13,734,208</u>	<u>(1,202,446)</u>	
Revenues Over(Under) Expenditures	<u>28,339,398</u>	<u>32,809,661</u>	(2)	<u>32,304,485</u>	<u>(505,176)</u>	

(1) Intergovernmental revenue reflects the Build America Bond rate subsidy.

(2) Net revenues are used to fund capital projects and reserves.

**City of Westminster
Financial Report
For Eleven Months Ending November 30, 2014**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Water Fund						
Operating Revenues						
License & Permits	75,000	68,750		96,600	27,850	140.5%
Intergovernmental Revenue	0	0	(1)	479,758	479,758	
Rates and Charges	33,445,414	31,665,251		29,581,181	(2,084,070)	93.4%
Miscellaneous	400,000	366,667		218,114	(148,553)	59.5%
Total Operating Revenues	<u>33,920,414</u>	<u>32,100,668</u>		<u>30,375,653</u>	<u>(1,725,015)</u>	
Operating Expenditures						
Central Charges	4,316,054	3,956,383		3,972,046	15,663	100.4%
Finance	646,754	578,198		521,826	(56,372)	90.3%
Public Works & Utilities	14,405,355	12,471,175		10,507,144	(1,964,031)	84.3%
PR&L Standley Lake	152,417	147,844		134,276	(13,568)	90.8%
Information Technology	3,038,821	2,671,124		2,515,915	(155,209)	94.2%
Total Operating Expenditures	<u>22,559,401</u>	<u>19,824,724</u>		<u>17,651,207</u>	<u>(2,173,517)</u>	89.0%
Operating Income (Loss)	<u>11,361,013</u>	<u>12,275,944</u>		<u>12,724,446</u>	<u>448,502</u>	
Other Revenue and (Expenditures)						
Tap Fees	7,567,000	6,936,417		5,183,093	(1,753,324)	74.7%
Interest Income	233,665	214,193		262,620	48,427	122.6%
Carryover	4,446,506	4,446,506		4,446,506	0	100.0%
Debt Service	(5,697,476)	(2,437,471)		(2,437,471)	0	100.0%
Reserve Transfer In	8,619,230	8,619,230		8,619,230	0	100.0%
Reserve Transfer Out	(4,375,938)	(4,375,938)		(4,375,938)	0	100.0%
Total Other Revenues (Expenditures)	<u>10,792,987</u>	<u>13,402,937</u>		<u>11,698,040</u>	<u>(1,704,897)</u>	
Revenues Over(Under) Expenditures	<u>22,154,000</u>	<u>25,678,881</u>	(2)	<u>24,422,486</u>	<u>(1,256,395)</u>	

(1) Intergovernmental revenue reflects the Build America Bond rate subsidy.

(2) Net revenues are used to fund capital projects and reserves.

**City of Westminster
Financial Report
For Eleven Months Ending November 30, 2014**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Wastewater Fund						
Operating Revenues						
Rates and Charges	13,820,000	12,668,333		12,548,860	(119,473)	99.1%
Miscellaneous	10,000	9,167		7,185	(1,982)	78.4%
Total Operating Revenues	<u>13,830,000</u>	<u>12,677,500</u>		<u>12,556,045</u>	<u>(121,455)</u>	99.0%
Operating Expenditures						
Central Charges	1,854,295	1,699,770		1,745,926	46,156	102.7%
Public Works & Utilities	6,487,288	5,380,667		4,964,288	(416,379)	92.3%
Total Operating Expenditures	<u>8,341,583</u>	<u>7,080,437</u>		<u>6,710,214</u>	<u>(370,223)</u>	94.8%
Operating Income (Loss)	<u>5,488,417</u>	<u>5,597,063</u>		<u>5,845,831</u>	<u>248,768</u>	
Other Revenue and Expenditures						
Tap Fees	1,095,000	1,003,750		1,504,836	501,086	149.9%
Interest Income	90,182	82,667		75,522	(7,145)	91.4%
Sale of Assets	0	0		8,510	8,510	
Carryover	1,671,802	1,671,802		1,671,802	0	100.0%
Debt Service	(1,507,349)	(571,848)		(571,848)	0	100.0%
Reserve Transfer In	537,600	537,600		537,600	0	100.0%
Reserve Transfer Out	(1,190,254)	(1,190,254)		(1,190,254)	0	100.0%
Total Other Revenues (Expenditures)	<u>696,981</u>	<u>1,533,717</u>		<u>2,036,168</u>	<u>502,451</u>	
Revenues Over(Under) Expenditures	<u>6,185,398</u>	<u>7,130,780</u>	(1)	<u>7,881,999</u>	<u>751,219</u>	

(1) Net revenues are used to fund capital projects and reserves.

**City of Westminster
Financial Report
For Eleven Months Ending November 30, 2014**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Storm Drainage Fund						
Revenues						
Charges for Services	2,698,000	2,473,167		2,439,322	(33,845)	98.6%
Interest Income	38,000	34,833		22,038	(12,795)	63.3%
Miscellaneous	88,262	80,907	(1)	88,391	7,484	109.3%
Sub-total Storm Drainage Revenues	<u>2,824,262</u>	<u>2,588,907</u>		<u>2,549,751</u>	<u>(39,156)</u>	98.5%
Carryover	130,728	130,728		130,728	0	100.0%
Total Revenues	<u>2,954,990</u>	<u>2,719,635</u>		<u>2,680,479</u>	<u>(39,156)</u>	98.6%
Expenditures						
General Services	86,200	72,149		35,674	(36,475)	49.4%
Community Development	178,990	159,838		165,619	5,781	103.6%
PR&L Park Services	200,000	116,600		127,151	10,551	109.0%
Public Works & Utilities	329,810	265,497		204,183	(61,314)	76.9%
Total Expenditures	<u>795,000</u>	<u>614,084</u>		<u>532,627</u>	<u>(81,457)</u>	86.7%
Revenues Over(Under) Expenditures	<u>2,159,990</u>	<u>2,105,551</u>	(2)	<u>2,147,852</u>	<u>42,301</u>	

(1) Revenue variance is due to a reimbursement for the LDC/Crestview Water District interceptor relocate project.

(2) Net revenues are used to fund capital projects and reserves.

**City of Westminster
Financial Report
For Eleven Months Ending November 30, 2014**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Golf Courses Combined						
Operating Revenues						
Charges for Services	3,019,336	2,949,490		3,248,824	299,334	110.1%
Miscellaneous	0	0	(1)	110,065	110,065	
Total Revenues	<u>3,019,336</u>	<u>2,949,490</u>		<u>3,358,889</u>	<u>409,399</u>	113.9%
Operating Expenditures						
Central Charges	211,700	193,706		177,624	(16,082)	91.7%
Recreation Facilities	2,664,458	2,512,715		2,409,133	(103,582)	95.9%
Total Expenditures	<u>2,876,158</u>	<u>2,706,421</u>		<u>2,586,757</u>	<u>(119,664)</u>	95.6%
Operating Income (Loss)	<u>143,178</u>	<u>243,069</u>		<u>772,132</u>	<u>529,063</u>	
Other Revenues and Expenditures						
Interest Income	0	0		7,689	7,689	
Other Financing Sources	1,101,069	1,101,069		1,101,069	0	100.0%
Other Financing Use	(1,107,149)	(1,107,149)		(1,107,149)	0	100.0%
Debt Service	(716,241)	(703,327)		(703,327)	0	100.0%
Interfund Transfers	579,143	530,881		530,881	0	100.0%
Carryover	375,000	375,000		375,000	0	100.0%
Total Other Revenue (Expenditures)	<u>231,822</u>	<u>196,474</u>		<u>204,163</u>	<u>7,689</u>	
Revenues Over(Under) Expenditures	<u>375,000</u>	<u>439,543</u>	(2)	<u>976,295</u>	<u>536,752</u>	

(1) Reflects one-time payment from Trimble to be appropriated for golf course alterations at Heritage.

(2) Net revenues are used to fund capital projects and reserves.

**City of Westminster
Financial Report
For Eleven Months Ending November 30, 2014**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Legacy Ridge Fund						
Operating Revenues						
Charges for Services	1,609,968	1,569,719		1,757,872	188,153	112.0%
Total Revenues	<u>1,609,968</u>	<u>1,569,719</u>		<u>1,757,872</u>	<u>188,153</u>	112.0%
Operating Expenditures						
Central Charges	98,900	90,494		77,282	(13,212)	85.4%
Recreation Facilities	1,335,665	1,284,910		1,152,729	(132,181)	89.7%
Total Expenditures	<u>1,434,565</u>	<u>1,375,404</u>		<u>1,230,011</u>	<u>(145,393)</u>	89.4%
Operating Income (Loss)	<u>175,403</u>	<u>194,315</u>		<u>527,861</u>	<u>333,546</u>	
Other Revenues and Expenditures						
Interest Income	0	0		4,384	4,384	
Other Financing Sources	540,431	540,431		540,431	0	100.0%
Other Financing Use	(543,431)	(543,431)		(543,431)	0	100.0%
Debt Service	(204,133)	(204,121)		(204,121)	0	100.0%
Interfund Transfers	31,730	29,086		29,086	0	100.0%
Carryover	100,000	100,000		100,000	0	100.0%
Total Other Revenue (Expenditures)	<u>(75,403)</u>	<u>(78,035)</u>		<u>(73,651)</u>	<u>4,384</u>	
Revenues Over(Under) Expenditures	<u>100,000</u>	<u>116,280</u>	(1)	<u>454,210</u>	<u>337,930</u>	

(1) Net revenues are used to fund capital projects and reserves.

**City of Westminster
Financial Report
For Eleven Months Ending November 30, 2014**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Heritage at Westmoor Fund						
Operating Revenues						
Charges for Services	1,409,368	1,379,771		1,490,952	111,181	108.1%
Miscellaneous	0	0	(1)	110,065	110,065	
Total Revenues	<u>1,409,368</u>	<u>1,379,771</u>		<u>1,601,017</u>	<u>221,246</u>	116.0%
Operating Expenditures						
Central Charges	112,800	103,212		100,342	(2,870)	97.2%
Recreation Facilities	1,328,793	1,227,805		1,256,404	28,599	102.3%
Total Expenditures	<u>1,441,593</u>	<u>1,331,017</u>		<u>1,356,746</u>	<u>25,729</u>	101.9%
Operating Income (Loss)	<u>(32,225)</u>	<u>48,754</u>		<u>244,271</u>	<u>195,517</u>	
Other Revenues and Expenditures						
Interest Income	0	0		3,305	3,305	
Other Financing Sources	560,638	560,638		560,638	0	100.0%
Other Financing Use	(563,718)	(563,718)		(563,718)	0	100.0%
Debt Service	(512,108)	(499,206)		(499,206)	0	100.0%
Interfund Transfers	547,413	501,795		501,795	0	100.0%
Carryover	275,000	275,000		275,000	0	100.0%
Total Other Revenue (Expenditures)	<u>307,225</u>	<u>274,509</u>		<u>277,814</u>	<u>3,305</u>	
Revenues Over(Under) Expenditures	<u>275,000</u>	<u>323,263</u>	(2)	<u>522,085</u>	<u>198,822</u>	

(1) Reflects one-time payment from Trimble to be appropriated for golf course alterations at Heritage.

(2) Net revenues are used to fund capital projects and reserves.

CITY OF WESTMINSTER
GENERAL RECEIPTS BY CENTER
MONTH OF NOVEMBER 2014

Center Location Major Tenant	Current Month			Last Year			Percentage Change		
	General Sales	General Use	Total	General Sales	General Use	Total	Sales	Use	Total
THE ORCHARD 144TH & I-25 JC PENNEY/MACY'S	391,874	65,518	457,392	382,127	6,920	389,047	3	847	18
WESTFIELD SHOPPING CENTER NW CORNER 92ND & SHER WALMART 92ND	321,958	2,050	324,008	304,480	967	305,447	6	112	6
NORTHWEST PLAZA SW CORNER 92 & HARLAN COSTCO	253,899	1,695	255,594	228,659	2,073	230,732	11	(18)	11
SHOPS AT WALNUT CREEK 104TH & REED TARGET	233,691	1,318	235,009	228,404	1,299	229,703	2	1	2
BROOKHILL I & II N SIDE 88TH OTIS TO WADS HOME DEPOT	195,922	2,170	198,092	207,776	2,224	210,000	(6)	(2)	(6)
SHOENBERG CENTER SW CORNER 72ND & SHERIDAN WALMART 72ND	178,775	337	179,112	170,258	299	170,557	5	13	5
INTERCHANGE BUSINESS CENTER SW CORNER 136TH & I-25 WALMART 136TH	169,119	1,896	171,015	171,886	489	172,375	(2)	288	(1)
SHERIDAN CROSSING SE CORNER 120TH & SHER KOHL'S	160,868	1,000	161,868	158,838	624	159,462	1	60	2
PROMENADE SOUTH/NORTH S/N SIDES OF CHURCH RANCH BLVD SHANE/AMC	143,741	15,021	158,762	122,377	13,259	135,636	17	13	17
NORTH PARK PLAZA SW CORNER 104TH & FEDERAL KING SOOPERS	128,712	565	129,277	118,194	613	118,807	9	(8)	9
CITY CENTER MARKETPLACE NE CORNER 92ND & SHERIDAN BARNES & NOBLE	119,795	276	120,071	98,107	558	98,665	22	(51)	22
STANDLEY SHORES CENTER SW CORNER 100TH & WADS KING SOOPERS	91,733	373	92,106	81,261	177	81,438	13	111	13

CITY OF WESTMINSTER
GENERAL RECEIPTS BY CENTER
MONTH OF NOVEMBER 2014

Center Location Major Tenant	Current Month			Last Year			Percentage Change		
	General Sales	General Use	Total	General Sales	General Use	Total	Sales	Use	Total
VILLAGE AT THE MALL S SIDE 88TH DEPEW-HARLAN TOYS 'R US	72,842	2,222	75,064	65,715	785	66,500	11	183	13
WESTMINSTER CROSSING 136TH & I-25 LOWE'S	60,269	244	60,513	57,480	216	57,696	5	13	5
WESTMINSTER PLAZA FEDERAL-IRVING 72ND-74TH SAFEWAY	56,483	671	57,154	54,980	369	55,349	3	82	3
VILLAGE AT PARK CENTRE NW CORNER 120TH & HURON CB & POTTS	51,973	795	52,768	46,736	778	47,514	11	2	11
ROCKY MOUNTAIN PLAZA SW CORNER 88TH & SHER GUITAR STORE	50,578	370	50,948	66,313	182	66,495	(24)	103	(23)
LUCENT/KAISER CORRIDOR 112-120 HURON - FEDERAL LUCENT TECHNOLOGY	9,820	37,336	47,156	8,996	44,743	53,739	9	(17)	(12)
NORTHVIEW 92ND AVE YATES TO SHERIDAN H MART	42,647	1,172	43,819	24,439	272	24,711	75	331	77
WESTMINSTER MALL 88TH & SHERIDAN JC PENNEY	40,066	780	40,846	41,244	830	42,074	(3)	(6)	(3)
WILLOW RUN 128TH & ZUNI SAFEWAY	33,753	256	34,009	32,014	167	32,181	5	53	6
BROOKHILL IV E SIDE WADS 90TH-92ND MURDOCH'S	30,568	445	31,013	30,227	116	30,343	1	284	2
STANDLEY PLAZA SW CORNER 88TH & WADS WALGREENS	30,519	199	30,718	27,524	88	27,612	11	126	11
MEADOW POINTE NE CRN 92ND & OLD WADS CARRABAS	29,123	301	29,424	30,088	40	30,128	(3)	653	(2)
BOULEVARD SHOPS 94TH & WADSWORTH CORRIDOR AMERICAN FURNITURE WAREHOUSE	28,088	322	28,410	23,742	265	24,007	18	22	18
TOTALS	2,926,816	137,332	3,064,148	2,781,865	78,353	2,860,218	5	75	7

CITY OF WESTMINSTER
GENERAL RECEIPTS BY CENTER
NOVEMBER 2014 YEAR-TO-DATE

Center Location Major Tenant	Current Month			Last Year			Percentage Change		
	General Sales	General Use	Total	General Sales	General Use	Total	Sales	Use	Total
THE ORCHARD 144TH & I-25 JC PENNEY/MACY'S	4,897,439	212,767	5,110,206	4,771,588	154,309	4,925,897	3	38	4
WESTFIELD SHOPPING CENTER NW CORNER 92ND & SHER WALMART 92ND	3,677,798	35,076	3,712,874	3,671,082	26,863	3,697,945	0	31	0
NORTHWEST PLAZA SW CORNER 92 & HARLAN COSTCO	2,888,664	44,939	2,933,603	2,630,393	11,048	2,641,441	10	307	11
SHOPS AT WALNUT CREEK 104TH & REED TARGET	2,807,784	19,464	2,827,248	2,781,909	33,858	2,815,767	1	(43)	0
BROOKHILL I & II N SIDE 88TH OTIS TO WADS HOME DEPOT	2,231,869	19,915	2,251,784	2,370,114	55,066	2,425,180	(6)	(64)	(7)
SHOENBERG CENTER SW CORNER 72ND & SHERIDAN WALMART 72ND	1,944,071	13,736	1,957,807	1,909,307	6,645	1,915,952	2	107	2
SHERIDAN CROSSING SE CORNER 120TH & SHER KOHL'S	1,941,420	26,387	1,967,807	1,884,196	10,889	1,895,085	3	142	4
INTERCHANGE BUSINESS CENTER SW CORNER 136TH & I-25 WALMART 136TH	1,908,106	10,385	1,918,491	1,849,075	14,729	1,863,804	3	(29)	3
PROMENADE SOUTH/NORTH S/N SIDES OF CHURCH RANCH BLVD SHANE/AMC	1,681,163	274,606	1,955,769	1,494,870	206,648	1,701,518	12	33	15
NORTH PARK PLAZA SW CORNER 104TH & FEDERAL KING SOOPERS	1,494,407	8,689	1,503,096	1,408,537	13,939	1,422,476	6	(38)	6
CITY CENTER MARKETPLACE NE CORNER 92ND & SHERIDAN BARNES & NOBLE	1,289,922	18,319	1,308,241	1,176,674	14,541	1,191,215	10	26	10
STANDLEY SHORES CENTER SW CORNER 100TH & WADS KING SOOPERS	1,027,928	5,847	1,033,775	949,473	4,398	953,871	8	33	8

CITY OF WESTMINSTER
GENERAL RECEIPTS BY CENTER
NOVEMBER 2014 YEAR-TO-DATE

Center Location Major Tenant	Current Month			Last Year			Percentage Change		
	General Sales	General Use	Total	General Sales	General Use	Total	Sales	Use	Total
VILLAGE AT THE MALL S SIDE 88TH DEPEW-HARLAN TOYS 'R US	898,752	8,883	907,635	832,321	5,729	838,050	8	55	8
WESTMINSTER CROSSING 136TH & I-25 LOWE'S	773,317	8,280	781,597	736,911	26,934	763,845	5	(69)	2
ROCKY MOUNTAIN PLAZA SW CORNER 88TH & SHER GUITAR STORE	697,660	5,705	703,365	692,212	5,973	698,185	1	(4)	1
WESTMINSTER PLAZA FEDERAL-IRVING 72ND-74TH SAFEWAY	645,874	4,702	650,576	626,628	7,043	633,671	3	(33)	3
SHERIDAN PROF OFFICE PARK 86TH-87TH YATES - WOLFF DOUBLETREE	575,001	40,859	615,860	41,705	15,523	57,228	1,279	163	976
VILLAGE AT PARK CENTRE NW CORNER 120TH & HURON CB & POTTS	546,795	8,574	555,369	498,244	20,012	518,256	10	(57)	7
WESTMINSTER MALL 88TH & SHERIDAN JC PENNEY	521,665	9,900	531,565	522,220	8,639	530,859	0	15	0
NORTHVIEW 92ND AVE YATES TO SHERIDAN H MART	459,385	6,258	465,643	294,160	21,372	315,532	56	(71)	48
STANDLEY LAKE MARKETPLACE NE CORNER 99TH & WADSWORTH SAFEWAY	455,320	33,412	488,732	491,958	2,189	494,147	(7)	1,426	(1)
BOULEVARD SHOPS 94TH & WADSWORTH CORRIDOR AMERICAN FURNITURE WAREHOUSE	369,359	3,305	372,664	329,210	4,988	334,198	12	(34)	12
WILLOW RUN 128TH & ZUNI SAFEWAY	369,335	2,253	371,588	370,511	2,697	373,208	0	(16)	0
BROOKHILL IV E SIDE WADS 90TH-92ND MURDOCH'S	368,298	8,565	376,863	337,474	6,054	343,528	9	41	10
STANDLEY PLAZA SW CORNER 88TH & WADS WALGREENS	295,895	4,624	300,519	285,084	6,626	291,710	4	(30)	3
TOTALS	34,767,227	835,450	35,602,677	32,955,856	686,712	33,642,568	5	22	6



Agenda Item 8 B

Agenda Memorandum

City Council Meeting
December 22, 2014



SUBJECT: Amended Roadway Design Contract - Westminster Center Urban Reinvestment Project

Prepared By: David W. Loseman, Assistant City Engineer

Recommended Board Action

Authorize the City Manager to execute an amended design contract with Drexel, Barrell & Co. for the Downtown Westminster Roadway Design, Phase 2, in the amount of \$448,031, and authorize an additional \$45,000 as a design contingency, thus bringing the project total to \$887,226.

Summary Statement

Over the past few years, the Westminster Economic Development Authority (WEDA) has acquired approximately 90% of the former Westminster Mall site in anticipation of a major redevelopment of this property. In an effort to best position the Authority for that upcoming redevelopment, Council approved a contract for the removal of remaining asphalt, curb, gutter and minor structures as well as the overlot grading of the site on September 8, 2014. Exceptions to the scope of work for the overlot grading included the JC Penney lease area, the Brunswick Bowling Alley, Dr. McMurtrey’s dental office, the Olive Garden lease area and the U.S. Bank lease area. The grading work is currently in progress.

To continue preparations for the redevelopment, Council authorized the hiring of Drexel, Barrell & Co. on March 24, 2014, through a competitive proposal process, to prepare construction plans and specifications for Westminster Boulevard, Eaton Street, 91st Avenue, 90th Avenue, a portion of 89th Avenue and a portion of Fenton Street as Phase 1 of the roadway design effort. This design is approximately 60% complete at this time.

Staff now recommends that the City proceeds with the design of Phase 2 roadways, which would include Harlan Way, Central Parkway, Gray Street, Benton Street and the remaining portions of Fenton Street and 89th Avenue. Drexel, Barrell & Co. has submitted a contract amendment request for the design of Phase 2 roadways in the amount of \$448,031. This additional fee, when added to the current fee for the Phase 1 effort, would adjust the total contract amount to \$842,226. That total fee is only \$93,060 more than the fee previously submitted by the next closest firm for the Phase 1 design alone. For this reason, staff is convinced that none of the other previous proposers could match the total fee proposed by Drexel, Barrell & Co. for both phases of the roadway design effort, so Council’s approval of the contract amendment for the Phase 2 roadways is highly recommended.

The requested additional \$45,000 contingency is reasonable for a project of this magnitude and complexity.

The City Attorney’s Office has reviewed this contract amendment as to legal form.

Expenditure Required: \$493,031

Source of Funds: General Capital Improvement Fund - Westminster Center Urban Reinvestment Project Capital Improvement Project

Policy Issue

Should City Council proceed with the design of the Phase 2 roadway network of the Westminster Center Urban Reinvestment Project (WURP) site?

Alternative

City Council could chose to not move forward with this portion of the project. Staff recommends the approval of this amendment to the contract with Drexel, Barrell & Co. for roadway design of Phase 2 since the entire roadway network and utility infrastructure will need to be completed to allow for the development of the buildings on the project.

Background Information

The publication of an advertisement for bids for the construction of the Phase 1 roadways is anticipated in January 2015. Under that schedule, the actual work would begin in March 2015 and should be completed in Spring 2016.

Staff recommends that the City Council further position the WURP site for eventual redevelopment activity by authorizing the design of the Phase 2 roadways that would include Harlan Way, Central Parkway, Gray Street, Benton Street and the remaining portions of Fenton Street and 89th Avenue. Drexel, Barrell & Co. has submitted a contract amendment request for the design of Phase 2 in the amount of \$448,031, which is extremely favorable to the City in light of the magnitude of the work that would be performed under this second phase of the design effort. This fee, when added to the current fee for Phase 1, would adjust the total contract amount to \$842,226.

Last March, the City Council expressed mild concern about this firm's ability to perform the Phase 1 roadway design in a quality manner at such a low fee proposal. Staff closely monitored the progress of that initial effort, and now, with the Phase 1 design at about 60% complete, staff can attest that the work performed by Drexel, Barrell & Co. has been prompt and of high quality. Clearly, this consultant knows how to work efficiently.

If approved by Council, it is anticipated that the design work for Phase 2 would be completed by June 2015, which, if desired, would allow the construction of this phase of work to begin in Fall 2015 and be completed in Summer 2016.

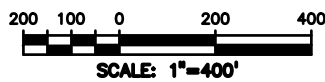
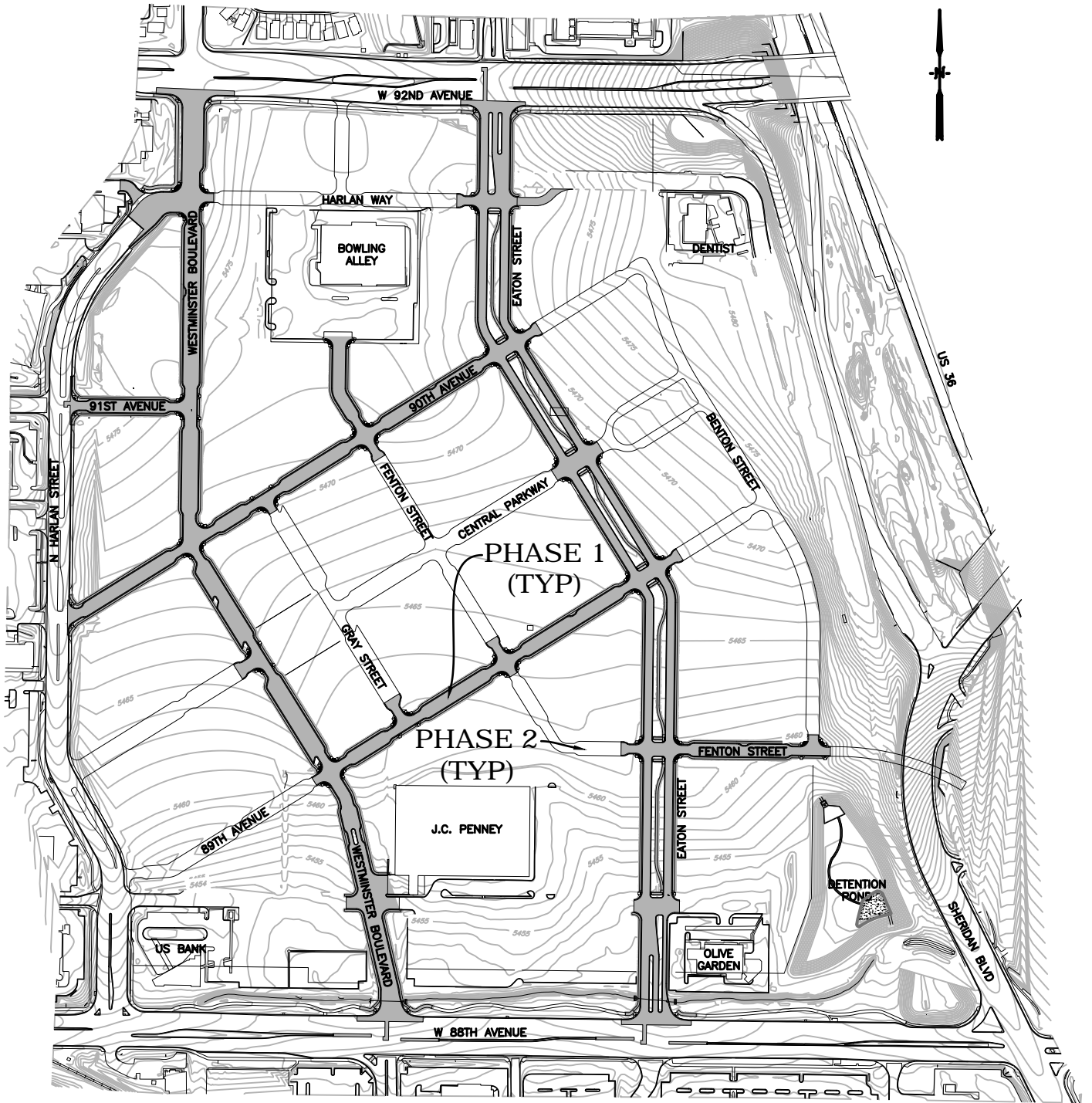
A portion of the funding for this project is available from developer participation funds paid as part of the Orchard Parkway Project, located south of 144th Avenue and east of Huron Street. These funds were a reimbursement of funds already obligated by the City and, therefore, are available for other projects such as this.

Council action on this item meets elements of two goals in the City's Strategic Plan: *Dynamic, Diverse Economy* and *Vibrant and Inclusive Neighborhoods*.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment: Site Phasing Map



H:\20681-00\BTR\Plans\Sheets\8x11 Overall Site Plan.dwg, 12/2/2014 2:39:02 PM



ROADWAY PHASE PLAN FOR
WESTMINSTER CENTER URBAN
REINVESTMENT PROJECT

Drexel, Barrell & Co.
Engineers • Surveyors

DATE:
12/3/14
JOB NO:
20681-00

DWG. NO.
FIGURE 1



Agenda Memorandum

City Council Meeting
December 22, 2014



SUBJECT: Amended 2014 Traffic Signal and Street Light Maintenance Contract

Prepared By: Greg Olson, Transportation Systems Coordinator

Recommended City Council Action

Authorize the City Manager to execute an amended contract with W.L. Contractors, Inc. in the amount of \$29,767 to provide for traffic signal and street light maintenance for the remainder of 2014.

Summary Statement

The City utilizes the services of a private contractor to perform maintenance of the City's traffic signals and City-owned street lights. On December 9, 2013, Council authorized the execution of a contract with W.L. Contractors, Inc., in the amount of \$251,956, to provide for traffic signal and street light maintenance during 2014. That contract expires on December 31, 2014. Signal maintenance services are performed and billed monthly on an "as-needed" basis. It has become apparent to City staff that additional funds will be necessary to cover all of the costs expected to be incurred by the City by the end of 2014. It is estimated that an additional \$29,767 would be sufficient to cover the final payments to W.L. Contractors, thus bringing the contract total to \$281,723.

Funds are available within the Community Development, Engineering Division operating accounts to cover the additional expense.

Expenditure Required: \$29,767

Source of Funds: Community Development 2014 Operating Accounts

Policy Issue

Should an amendment to the 2014 contract with W.L. Contractors, Inc. for traffic signal and street light maintenance be approved?

Alternative

Due to the urgent necessity to maintain the City's traffic signal system in order to accommodate safe and convenient travel for motorists, an acceptable alternative to staff's recommendation is not available.

Background Information

The City utilizes the services of a contractor to perform maintenance on City traffic signals at 103 intersections and nine pedestrian crossings (total of 112 installations). Additionally, in 2013, the City Council directed staff to pursue City ownership of LED street lighting installed in new development areas and within the limits of new Capital Improvement Projects. So, starting in 2014, staff incorporated the maintenance of City-owned street lights into the traffic signal maintenance contract, too.

The original contract, approved by the City Council on December 9, 2013, was awarded to W.L. Contractors, Inc. in the amount of \$251,956 to provide for traffic signal and street light maintenance for the 2014 calendar year. Traffic signal maintenance is comprised of two components that include annual preventive maintenance and unscheduled/emergency repairs. The unscheduled component can vary significantly each year and is largely dependent upon the unexpected failures of equipment. 2014 has proven to be a very volatile year for signal maintenance due to the types of equipment failures, including video detection systems, speed awareness signs, traffic signal controllers, communication equipment and numerous other specialized electronic equipment that is costly to repair or replace. Since monthly invoices are not delivered to staff until approximately four weeks after the end of the month, the exact costs of maintenance for the months of November and December are not yet known, but staff is confident that the requested amendment in the amount of \$29,767 will be sufficient.

This proposed contract amendment is in line with two of City Council's strategic objectives including a *Dynamic, Diverse Economy* by investing in a well-maintained and sustainable City infrastructure and *Ease of Mobility* by providing an efficient and reliable transportation system.

Respectfully submitted,

J. Brent McFall
City Manager



Agenda Memorandum

City Council Meeting
December 22, 2014



SUBJECT: Westminster Station Parking Structure - Design/Build Contract Amendment

Prepared By: John Burke, Senior Projects Engineer

Recommended City Council Action

Authorize an amendment to the design/build contract with The Beck Group to include design services for Grove Street and the fourth level of the parking structure in the amount of \$100,800 plus a contingency of \$30,000 for an expenditure of \$130,800, thus increasing the total authorized expenditure to The Beck Group from the previously approved amount of \$1,376,004 to \$1,506,804.

Summary Statement

The City and the Regional Transportation District (RTD) entered into an intergovernmental agreement (IGA) pertaining to the Northwest Rail Electrified Segment - Westminster Station in June 2012. The IGA allows the City to implement an alternative approach to RTD's originally proposed base plan for the design and construction of commuter and bus access, parking and pedestrian areas that will support the proposed Westminster Station. Per the IGA, the City is required to provide 350 parking spaces within the proposed parking structure for RTD patron use by the opening day of the station in mid-2016. The Beck Group was awarded the design/build contract at the June 23, 2014 City Council meeting and initiated the schematic design phase of the project.

During this design phase, the Beck Group worked with Staff and RTD to develop a design and layout that will meet the City's and RTD's needs for the parking structure. In order to efficiently develop final design elements that integrate well with the parking structure, Staff felt it would be optimal to have the Beck Group design Grove Street since it is adjacent to the parking structure and the main entrance for RTD buses. Additionally, as is common in a design/build relationship, the Beck Group developed an Initial Guaranteed Maximum Price for the parking structure, and it was determined that by combining the construction of Grove Street with the parking structure, the City will be able to construct a fourth level of the parking structure within the proposed budget.

The original action requested by City Council on June 23, 2014 did not include any contingency on the \$1,376,004 design/build contract. Therefore, Staff is now requesting a contingency amount of \$30,000 for the design effort on the parking structure.

This amendment will allow for the design of Grove Street and the fourth level of the parking structure. The construction Guaranteed Maximum Price (GMP) contract will be presented to City Council at a future date. The City Attorney's office has reviewed the contract amendment as to legal form.

Expenditure Required: \$130,800

Source of Funds: General Capital Improvement Fund—Westminster Station North

Policy Issue

Should the City amend the contract with the Beck Group for the design of Grove Street and the fourth level of the Westminster Station Parking Structure?

Alternative

City Council could choose not to authorize an amendment with the Beck Group and request design proposals independent of the parking structure design/build contract. However, there will be efficiencies experienced by the integration of this design and the construction of Grove Street and the fourth level of the parking structure that would not be realized if a separate design team was selected. For this and other reasons explained elsewhere within this Agenda Memorandum, staff does not recommend the alternative.

Background Information

The Beck Team has been diligently working to develop a schematic design for the Westminster Station parking structure since City Council authorized its design/build contract on June 23, 2014. Staff has facilitated various working sessions with the Beck Team and the Regional Transportation District (RTD) over the past six months and is finally at a point where the structure has been optimally located in consideration of pedestrian connectivity, RTD bus routes, passenger loading areas, future development and overall traffic flow in and out of the parking structure. The team has also initiated discussions on parking management, security, storage, future expansion capability and, most importantly, the development of an Initial Guaranteed Maximum Price for the structure.

With the acquisition of a portion of the Nolan RV property, the City now has a clear direction forward on locating the bus transfer facility adjacent to the parking structure and the connectivity to Westminster Station Drive via Grove Street. The shift of the location of the bus transfer facility will necessitate the construction of Grove Street to provide access. City Council recently authorized a design contract amendment with Martin/Martin Inc. for the redesign of Westminster Station Drive, and the Beck Group has started to share design files and details to integrate the two projects. During one of the team meetings, both Martin/Martin and the Beck Group felt a good dividing line between the two projects was the intersection of Grove Street to Westminster Station Drive. Grove Street was not originally in the Martin/Martin design contract, so this appears to be a good direction forward for both companies. As such, the Beck Group is now requesting an amendment to their contract to include the design of Grove Street into their work.

Additionally, through the development of the Initial Guaranteed Maximum Price for the parking structure, Staff and the Beck Group are confident the total cost for the construction of the parking structure, Grove Street and related infrastructure can be completed within the identified total budget of \$11,400,000, which includes funding from RTD for the parking structure. This has given staff the ability to direct the Beck Group to finalize the design of the fourth story of the parking structure that will deliver a total of approximately 630 parking stalls. Since 350 stalls are allocated specifically for RTD patrons during peak hours, this will leave 280 stalls for retail/commercial and future residential uses in the first phase of the parking structure. Per the IGA with RTD, if and when 85% utilization of the RTD parking occurs consistently for six months, the City and RTD will create a plan to expand the parking facility to increase RTD parking to not less than 925 transit spaces. This will necessitate renegotiating with RTD for the additional funding necessary to expand this parking structure or add surface parking to accommodate the additional spaces. The current parking structure footprint and structural design are being designed with that expansion in mind.

For these reasons, staff is requesting authorization to amend the design portion of this design/build contract with Beck. Staff will continue working with the Beck Group over the next few months to finalize the design of the parking structure, Grove Street and associated infrastructure and will return to City Council early next year with a request for authorization of the “build” component of this project, which will be subject to a Guaranteed Maximum Price (GMP) contract with Beck.

The project to accommodate commuter rail transit within the City of Westminster and prepare for the eventual implementation of transit-oriented development in the vicinity of the station meets the City Council goals of *Dynamic, Diverse Economy* and *Ease of Mobility*.

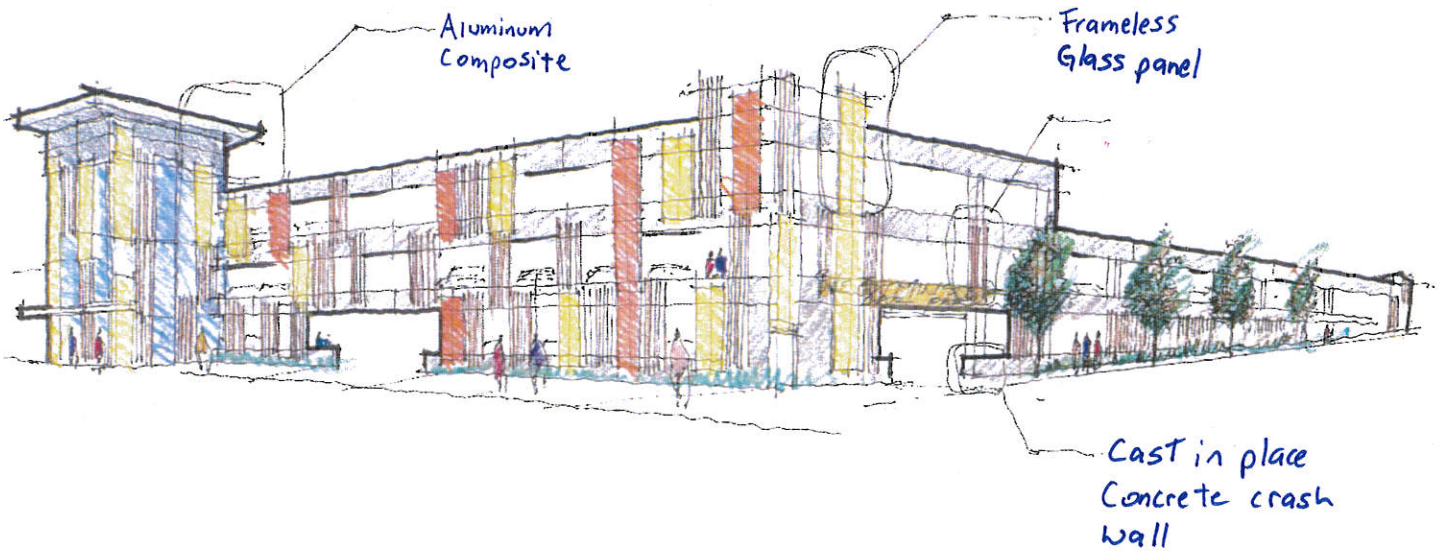
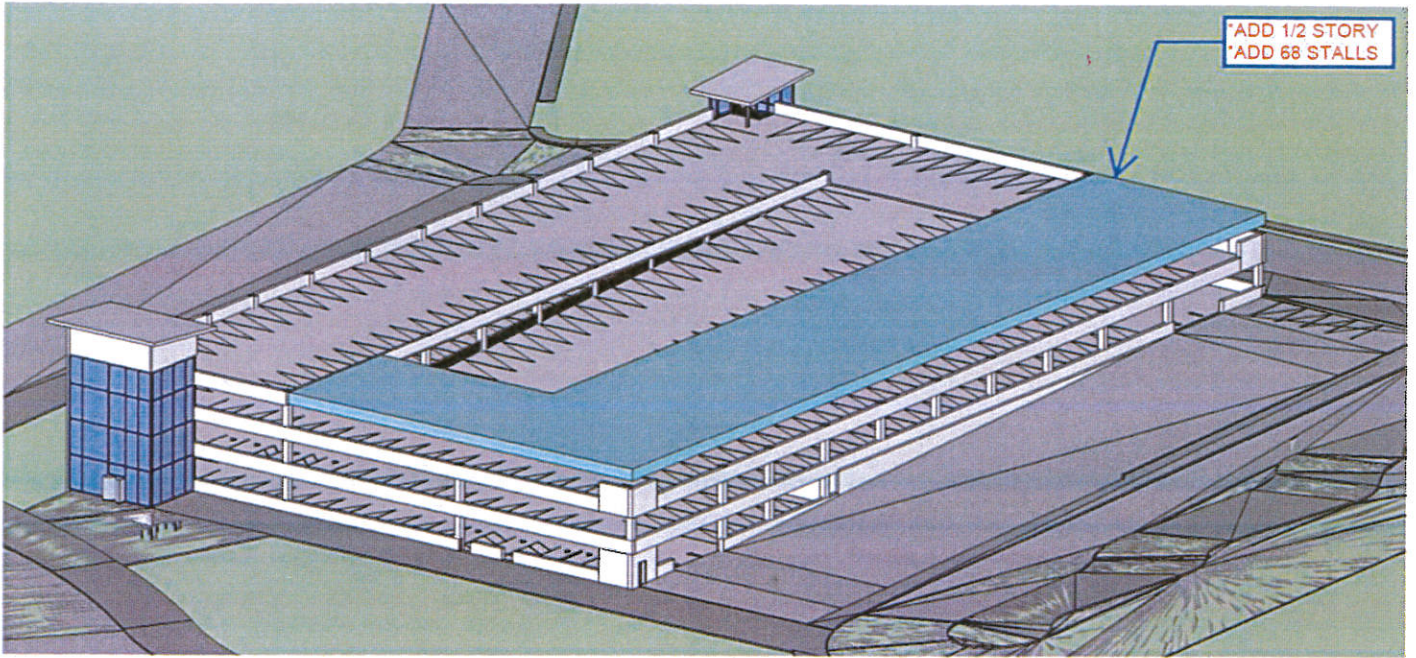
Respectfully submitted,

J. Brent McFall
City Manager

Attachment: Schematic of the proposed parking structure

Westminster Station Parking Structure

Draft Concept 12/22/14





Agenda Memorandum

City Council Meeting
December 22, 2014



SUBJECT: Westminster Station Parking Structure - Owners Representative Contract Amendment

Prepared By: John Burke, Senior Projects Engineer

Recommended City Council Action

Based on report and the recommendation of the City Manager, determine that the public interest would best be served by authorizing an amendment to the Owners Representative contract with CBRE, Inc. for the duration of the construction of the Westminster Station Parking Structure and Grove Street in the amount of \$123,155 plus a contingency of \$10,000 for an expenditure of \$133,155, thus increasing the total authorized expenditure with CBRE, Inc. from the previously contracted amount of \$47,787 to \$170,942.

Summary Statement

Staff secured the services of CBRE, Inc. to help the City staff select the most qualified design/build contractor for the Westminster Station Parking Structure that is required as part of the intergovernmental agreement (IGA) between the City and the Regional Transportation District (RTD). CBRE, Inc. did an exceptional job preparing a very detailed summary of the proposals of two design/build finalists that led to the City Council's selection of the Beck Group. The contract was originally sole sourced based on the expertise provided by CBRE Inc. for these services and the critical time frame that was necessary to select a contractor for the parking structure.

Based on their expertise and knowledge, especially with this project, Staff now recommends expanding CBRE's contract to include owner's representative responsibilities through the construction phase of the parking structure. It should be noted that contracting with an external owner's representative is consistent with City policy for major Capital Improvement Projects such as the Westminster Station parking structure – an approximate \$11 million project. CBRE Inc. has considerable experience in similar parking structure construction and will be able to act on behalf of the City to ensure that contractual obligations are met and the best quality project is delivered on time and on budget for the City.

The City Attorney's Office has reviewed this contract as to legal form.

Expenditure Required: \$133,155

Source of Funds: General Capital Improvement Fund—Westminster Station NORTH

Policy Issue

Should the City amend the contract with CBRE, Inc. for Owners Representative services during the construction of the Westminster Station Parking Structure?

Alternative

City Council could choose not to authorize an amendment with CBRE, Inc. and, instead, instruct Staff to manage the project without the use of Owners Representative services. However, based on the risk and demanding coordination efforts with the Regional Transportation District (RTD), staff does not recommend this alternative.

Background Information

Per the intergovernmental agreement (IGA) between the City and the Regional Transportation District (RTD) pertaining to the Northwest Rail Electrified Segment - Westminster Station, which was executed in June 2012, the City is required to construct a parking structure and provide 350 parking stalls for the use of RTD patrons. The IGA stipulated a completion date of September 30, 2015 (which will be extended to May 25, 2016, based upon recent discussions with RTD staff) for the parking structure and associated infrastructure including a bus transfer facility. Given the relatively short timeline to meet this deadline, Staff published a Request for Proposals (RFP) in August of 2013, but six months later it still was not clear to staff which of the final design/build teams would provide the best value to the City even though several efforts were made to clarify the scope of the deliverables.

One of the complicating factors related to the potential for a redevelopment effort in conjunction with the garage construction which could include additional private property acquisitions near the site of the parking structure. Although this was a very enticing prospect, it was also complicated from both a timing and financing perspective. In order to minimize the risk of delay claims of nearly \$9,000 per day from RTD for impacts to the District's revenue service if the opening of the station was postponed due to the City's failure to deliver on promises made in the IGA, staff decided to de-couple the development of the surrounding land from the construction of the parking structure.

In order to achieve an "apples-to-apples" comparison of the complicated bids from the two finalists, staff hired CBRE, Inc. to serve as an owner's representative in this process. CBRE sent the two bidders one final addendum to the RFP asking both teams to prepare bids in a format that would provide a more direct comparison of the scopes of work. At the same time, CBRE prepared a third bid that was actually an average of ten similar projects managed by CBRE. This analysis provided staff a reasonable comparison to evaluate the bids submitted by the finalists. The result of this effort was a clear decision to request City Council's authorization to select the Beck Group for the design/build contract for the parking structure on June 23, 2014.

Staff is now requesting authorization to sole source CBRE Inc., and to amend their current contract to include owner's representation services throughout the duration of the project. As noted above, CBRE Inc. has proven to be an invaluable resource for City staff on this complex project, and the experience of its employees would provide tremendous assistance to staff during the upcoming construction phase of the effort. The total fee of \$170,942 is approximately 1.5% of the total cost of the parking structure, which is a reasonable fee for owner's representation services.

SUBJECT: Westminster Station-- Parking Structure Design/Build Contract Amendment Page 3

The project to accommodate commuter rail transit within the City of Westminster and prepare for the eventual implementation of transit-oriented development in the vicinity of the station meets the City Council goals of *Dynamic, Diverse Economy* and *Ease of Mobility*.

Respectfully submitted,

J. Brent McFall
City Manager



Agenda Memorandum

City Council Meeting
December 22, 2014



SUBJECT: Contracts with Stolfus and Associates, Inc., for Westminster Station Drive Traffic Signal and Intersection Design for the Federal Boulevard Bridge Replacement Project

Prepared By: Andrew Hawthorn, PE, Senior Engineer

Recommended City Council Action

Based upon the recommendation of the City Manager, find that the public interest will best be served by authorizing the City Manager to enter into sole source contracts with Stolfus and Associates, Inc. in the total amount of \$59,500 for the preparation of design drawings of a roadway intersection and traffic signals, the evaluation of traffic signal timing and a traffic flow analysis at the proposed Westminster Station Drive as part of the Federal Boulevard Bridge over the Burlington Northern/Santa Fe Railroad Project, and authorize a contingency of \$8,925 for a total project budget of \$68,425.

Summary Statement

- The Colorado Department of Transportation (CDOT) is replacing the Federal Boulevard (US 287) Bridge over the Burlington Northern/Santa Fe Railroad at approximately 69th Avenue in Westminster.
- CDOT selected Stolfus and Associates, Inc., to prepare traffic signal design and intersection drawings for this \$18 million bridge replacement project.
- In order to save time and avoid potential conflicts between consultants, City staff also entered into two sole-source, negotiated contracts with Stolfus and Associates, Inc., in the amounts of \$45,700 and \$13,800, to design certain traffic signal and intersection improvements associated with the bridge replacement project.
- Since these two separate contracts are sole sourced and charged to the same City account number, staff is requesting City Council approval because the combined total of this work with Stolfus and Associates, Inc., in the amount of \$59,500, is over the \$50,000 threshold requiring City Council approval for sole source contracts. Additionally, for auditing purposes, Council’s action will organize and combine Stolfus and Associates work on this project.
- The first contract was for a conceptual design of the traffic signal and intersection and totaled \$45,700. The second contract of \$13,800 was for traffic signal timing and a traffic signal trigger analysis.
- The purpose of this additional work is to provide to CDOT a complete and final drawing set, design specifications and materials quantities for the Westminster Station Drive intersection and a traffic signal design and analysis.
- The recommended \$8,925 contingency is reasonable for a project of this magnitude and complexity.
- Funds for this contract amendment are currently available in the General Capital Improvement Fund South Westminster TOD Project.

Expenditure Required: \$68,425
Source of Funds: General Capital Improvement Fund—South Westminster TOD

Policy Issue

Should the City continue with the sole source contracts with Stolfus and Associates, Inc. for the Westminster Station Drive intersection and traffic signal design on the Colorado Department of Transportation's Federal Boulevard (US 287) bridge replacement project?

Alternative

City Council could chose to not approve this sole source contract. Staff recommends approval of the contract with Stolfus and Associates, Inc. in order to provide CDOT the drawings, specifications and materials quantities required to complete the project.

Background Information

In 2012, City staff was notified that the existing Federal Boulevard Bridge over the Burlington Northern/Santa Fe railroad was to be replaced as part of the Bridge Enterprise Fund administered through the Colorado Department of Transportation (CDOT). The replacement of this bridge, currently scheduled for construction in 2015-16, is very timely given the current construction activity and redevelopment efforts occurring in this area, particularly with the Westminster Station planned opening in mid-2016. Unfortunately, CDOT has historically taken the position that bridge replacements on the State Highway system can only provide "in kind" structures to those being replaced, and the cost of any desired enhancements, changes or additions must be borne by the local jurisdiction. During the initial project scoping meeting with CDOT, staff requested that CDOT consider adding a traffic signal at the future Westminster Station Drive intersection and improve the proposed intersection for access into the commuter rail station.

In a future City Council meeting, staff will present a proposed Intergovernmental Agreement (IGA) between CDOT and the City of Westminster to address the construction costs associated with the requested improvements. Additionally, it is important to note that the City will be requesting reimbursement from CDOT for certain public improvements that the City is constructing that directly benefit this CDOT project. These items are associated with the Little Dry Creek drainage project and the Westminster Station infrastructure project. Specifically, CDOT will pay the City for a proportionate share of the proposed regional water quality facility at Westminster Station Drive, the extension of the drainage culverts under Federal Boulevard and grading into City owned property that will eliminate the need to construct retaining walls for the bridge replacement.

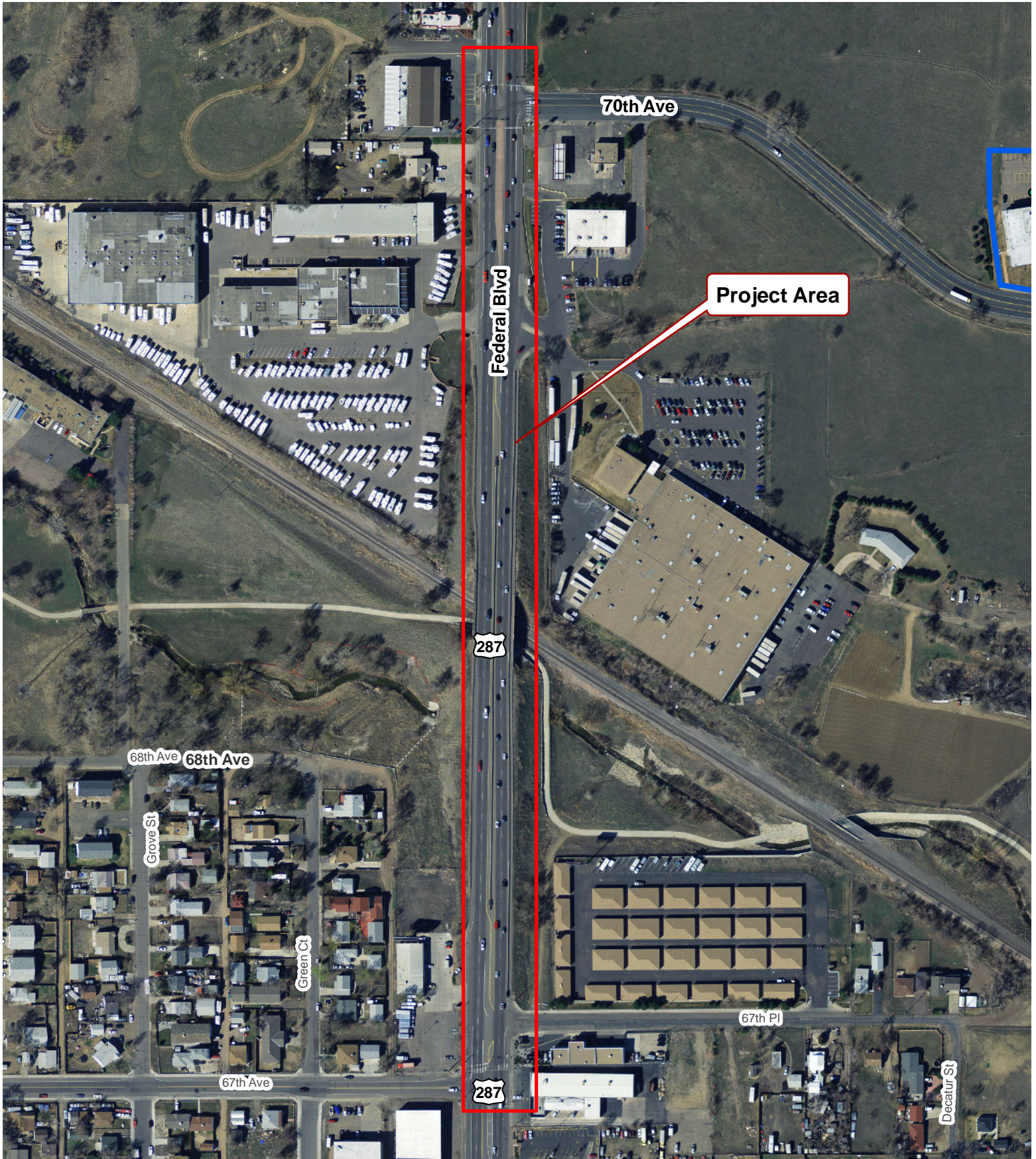
The Westminster Station Drive traffic signal and intersection design for the US 287 Bridge Replacement Project supports the following City Council's strategic plan goals: *Ease of Mobility, Dynamic, Diverse Economy* by enhancing the south Westminster TOD area and *Proactive Regional Collaboration*.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment - Vicinity Map

Vicinity Map



0 125 250 500 Feet



Agenda Memorandum

City Council Meeting
December 22, 2014



SUBJECT: Contracts with DTJ Design, Inc. for Architectural Enhancements on Federal Bridge Replacement Project

Prepared By: Andrew Hawthorn, PE, Senior Engineer

Recommended City Council Action

Based upon the recommendation of the City Manager, find that the public interest will best be served by authorizing the City Manager to enter into sole source contracts with DTJ Design, Inc. in the total amount of \$90,860 for the preparation of concept drawings and final design drawings of architectural enhancements to the Federal Boulevard Bridge over the Burlington Northern/Santa Fe Railroad, and authorize a contingency of \$13,629.

Summary Statement

- The Colorado Department of Transportation (CDOT) will be replacing the Federal Boulevard (US 287) Bridge over the Burlington Northern/Santa Fe Railroad at approximately 69th Avenue in Westminster.
- CDOT selected DTJ Design, Inc. to prepare the architectural enhancement drawings for this \$18 million bridge replacement project.
- In order to save time and avoid potential conflicts between consultants, City staff also entered into two sole-source, negotiated contracts with DTJ Design, Inc., in the amount of \$61,260 and \$29,600, to design certain enhancements associated with the bridge replacement project. These enhancements include items such as accent pedestrian railing, widened medians and sidewalks.
- Since these two separate contracts are sole-sourced and charged to the same City account number, staff is requesting City Council approval because the combined total of this work by DTJ Design, in the amount of \$90,860, is above the \$75,000 threshold requiring City Council approval for contracts. Additionally, for auditing purposes, Council’s action will organize and combine DTJ Design’s work on this project.
- The first contract was for conceptual design of the architectural enhancements and totaled \$29,600. The second contract of \$49,700 was for the preparation of design drawings of the requested enhancements. This contract was amended to \$61,260 and approved by City Council on June 23, 2014 as a sole source contract exceeding \$50,000.
- The purpose of this additional work is to provide to CDOT a complete and final drawing set, design specifications and materials quantities for all of the architectural enhancements.
- The recommended \$13,629 contingency is reasonable for a project of this magnitude and complexity.
- Funds for this contract amendment are currently available in the Federal Boulevard Bridge Enhancements project of the General Capital Improvement Fund.

Expenditure Required: \$104,489

Source of Funds: General Capital Improvement Fund—Federal Boulevard Bridge Enhancements

Policy Issue

Should the City continue with the sole source contracts with DTJ Design, Inc. for the architectural enhancements on the Colorado Department of Transportation's Federal Boulevard (US 287) bridge replacement project?

Alternative

City Council could chose to not approve these sole source contracts. Staff recommends approval of the contracts with DTJ Design, Inc. in order to provide CDOT the drawings, specifications and materials quantities required to complete the project. This action will also achieve the goal of the City's Finance Department to organize and combine DJT Design work on this project for auditing purposes.

Background Information

In 2012, City staff was notified that the existing Federal Boulevard Bridge over the Burlington Northern/Santa Fe railroad was to be replaced as part of the Bridge Enterprise Fund administered through the Colorado Department of Transportation (CDOT). The replacement of this bridge, currently scheduled for construction in 2015-16, is very timely given the current construction activity and redevelopment efforts occurring in this area, particularly with the Westminster Station planned opening in mid-2016. Unfortunately, CDOT has historically taken the position that bridge replacements on the State Highway system can only provide "in kind" structures to those being replaced, and the cost of any desired aesthetic enhancements must be borne by the local jurisdiction. Since the City has created a favorable identity over the past few decades by providing such enhancements to many bridges, including a few that are owned by CDOT, City Council directed staff to pursue similar improvements to this proposed bridge on Federal Boulevard.

During the initial project scoping meeting with CDOT, staff requested that CDOT consider adding certain elements into their project, which include widening the road to accommodate a six-lane facility, adding a traffic signal at the future Westminster Station Drive intersection, enhancing the vehicular and pedestrian railings and widening the median to allow the installation of a future "City of Westminster" monument sign. CDOT has incorporated these requests to the plans.

In a future City Council meeting, staff will present a proposed Intergovernmental Agreement (IGA) between CDOT and the City of Westminster to address the construction costs associated with the requested enhancements. Additionally, it is important to note that the City will be requesting reimbursement from CDOT for certain public improvements that the City is constructing that directly benefit this CDOT project. These items are associated with the Little Dry Creek drainage project and the Westminster Station infrastructure project. Specifically, CDOT will pay the City for a proportionate share of the proposed regional water quality facility at Westminster Station Drive, the extension of the drainage culverts under Federal Boulevard and grading into City owned property that will eliminate the need to construct retaining walls for the bridge replacement.

The funding for this project is available from the General Capital Improvement Fund—Federal Boulevard Bridge Enhancements. It should be noted that this particular funding originated from CDOT's purchase of City-owned property that was needed for the US 36 widening project that is currently under construction.

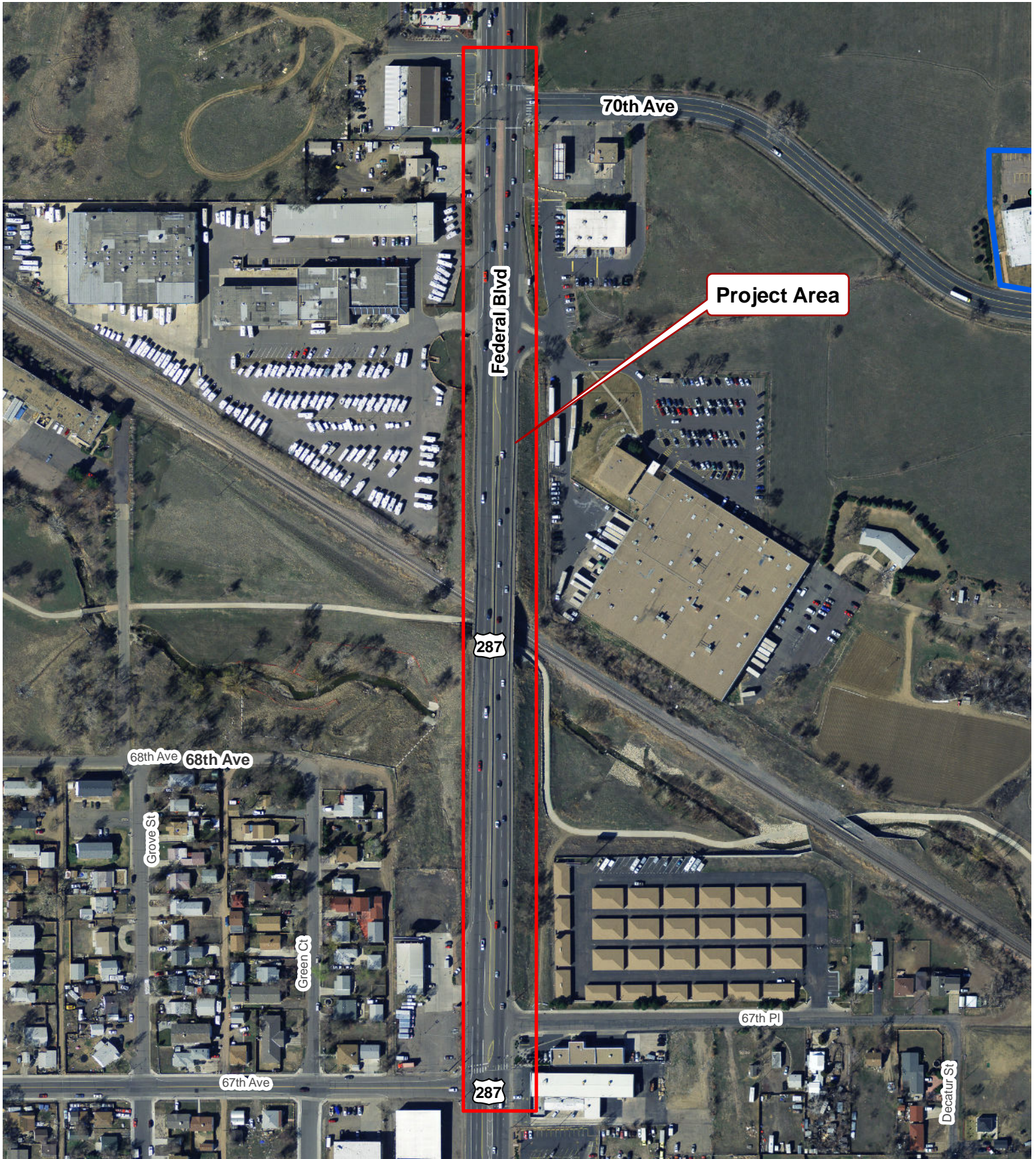
The Federal Boulevard Bridge Enhancement project supports the following City Council's strategic plan goals: *Ease of Mobility, Dynamic, Diverse Economy* by enhancing the south Westminster TOD area and *Proactive Regional Collaboration*.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment: Vicinity Map

Vicinity Map



0 125 250 500 Feet



Agenda Item 8 H-I

Agenda Memorandum

City Council Meeting
December 22, 2014



SUBJECT: Property and Water Tap Acquisitions for 73rd/Lowell Redevelopment

Prepared By: Tony Chacon, Senior Projects Coordinator

Recommended City Council Action

1. Authorize Staff to proceed with the acquisition of properties at 7287 Lowell Boulevard and 3630 W. 73rd Avenue using proceeds from the U.S. Department of Housing and Urban Development Section 108 Loan Program; and,
2. Authorize the purchase of extra water tap credits from the City Open Space Program using proceeds of the Community Development Block Grant (CDBG) program.

Summary Statement

- Pursuant to an Agreement with a prospective developer, approved by City Council on May 14, 2012, the City applied for and received \$1.5 million in U.S. Department of Housing and Urban Development (HUD) Section 108 Loan Program funds to be applied towards acquisition, planning, and site preparation in support of redevelopment of the southwest corner of 73rd Avenue and Lowell Boulevard. The City has expended about \$1.04 million leaving a balance of about \$449,000.
- The balance of the Section 108 funds must be expended by December 31, 2014 or HUD will recapture the proceeds, making them unavailable for further use by the City.
- The Westminster Housing Authority (WHA) owns land that was originally acquired to be incorporated into a future redevelopment at 73rd Avenue/Lowell Boulevard. Staff is proposing to complete the acquisitions using the approximate \$449,000 in Section 108 balance as intended.
- Staff estimates the Community Development Block Grant fund will be about \$200,000 over the account balance allowance established HUD effective December 30, 2014. HUD has advised the City that should the fund balance allowance be exceeded, the City would be in jeopardy of having HUD reduce the City's 2015 CDBG allocation accordingly.
- Staff is interested in recouping money for the Open Space fund by selling water tap credits it acquired upon purchase of the Westminster Hills Elementary School site. Staff proposes to purchase of these water tap credits using CDBG funds, which would benefit the City in both maintaining compliance with HUD expenditure requirements and providing funding for additional open space acquisitions.

Expenditure Required: \$658,000 (approximate)

Source of Funds: \$ 200,000 CDBG; \$449,000 Section 108 (approximate)

Policy Issue

Should the City Council approve the proposed expenditures utilizing CDBG and Section 108 funds provided by HUD in support of the future redevelopment of the southwest corner of 73rd Avenue and Lowell Boulevard?

Alternatives

- City Council may choose not to authorize the expenditures from any one or both of the funds. Staff does not recommend this option as failure to expend money from the respective funds before the end of the year will result in either the loss of the Section 108 funds towards redevelopment of the aforementioned property, or a reduction of CDBG funding in 2015, or both.
- City Council may choose to support expenditure of the funds on an alternative project. Staff recommends against this option as the City does not have any “shovel ready” projects where the CDBG funds could be fully expended before December 31, 2014, thereby placing the 2015 CDBG allocation in jeopardy of being reduced. Further, the Section 108 funds can only be spent on approved activities related to the future redevelopment at 73rd Avenue and Lowell Boulevard.

Background Information

The City participates in two U.S. Department of Housing and Urban Development (HUD) funded programs that provide money to support endeavors serving low-moderate income populations and/or geographically defined low income areas. Those programs are the Community Development Block Grant (CDBG) program that provides funding on an annual basis for a wide range of eligible activities and programs, and the Section 108 Loan Program that provided funding for a redevelopment project at 73rd Avenue and Lowell Boulevard. The City currently has fund balances in both program accounts that must be expended by December 31, 2014. Should the funds not be expended, the City would lose the balances to fund eligible projects and programs.

Section 108 Loan Program

Upon completion of the commercial/townhouse redevelopment at the northwest corner of 73rd Avenue and Lowell Boulevard, the City chose to continue pursuit of its successful redevelopment efforts to the south. To facilitate further redevelopment, the City pursued and was awarded a HUD Section 108 Loan Program credit line of \$2.53 million. Thereafter, the City Council approved an Agreement with a prospective developer to develop a mixed use commercial/residential project along Lowell Boulevard south of 73rd Avenue. Pursuant to the agreement, the City drew down \$1.5 million of the Section 108 award to be applied towards the redevelopment project. Further, the City was to use the Section 108 funds to acquire property, relocate tenants (as required by federal law), demolish the buildings, and prepare the site for development. Using the funds, the City acquired three privately-held properties, and relocated three businesses and two residential tenants. Funds were also used to cover the cost of services pertaining to compliance administration, planning, tenant relocation, surveying and land valuations. In all, the City has expended about \$1.042 million of the \$1.5 million allocated, leaving a \$449,000 balance to be spent. These remaining funds were being held to assist in demolishing the buildings, and complete acquisition of the WHA owned properties at 7287 Lowell Boulevard (temporarily utilized for the community theater) and 3630 W. 73rd Avenue, both properties being adjacent to each other. It was the expectation of the City to be able to expend this balance in 2014.

The redevelopment project has encountered several unanticipated delays due to coordination issues pertaining to demolition of the buildings, the loss by the prospective developer of a \$2.0 million funding commitment from a non-profit organization, and site planning challenges. These delays have resulted in the City not being able to expend the remaining balance in the timeframe as originally envisioned.

Meanwhile, under the Section 108 contractual agreement with HUD, the City must complete expenditure of the \$1.5 million drawdown by December 31, 2014. Should the City not fulfill this requirement, HUD will unilaterally move the remaining \$449,000 balance to an account that would be used towards a principal repayment account under HUD control. As such, the City would no longer be able to access these remaining funds to support redevelopment at the site.

Community Development Block Grant

Any City in the United States having a population of 50,000 or more is designated as an entitlement city under the HUD Community Development Block Grant Program (CDBG) and automatically receives an annual allocation of grant funds from the federal government. The City of Westminster, as an entitlement city, receives an allocation of approximately \$600,000 of CDBG funds from HUD every year. The City received \$614,000 in 2014. Under HUD guidelines, the City is required to have an expenditure ratio of 1.5 times its annual allocation (approximately \$900,000 in the instance of Westminster) or less on an established "settlement date", which for the year 2014 is December 30th. The City has many projects approved by City Council in the pipeline upon which the funds will eventually be expended; however, several factors have led to the City being unable to expend the funds quickly enough to meet the expenditure ratio in compliance with HUD requirements. A number of circumstances have created a situation where Staff estimates the City could be at about a 1.8 expenditure rate on the "settlement date," which equates to about \$200,000 over the allowable balance. Should the City's balance at the end of the year exceed the allowable amount, HUD has indicated the City's 2015 CDBG allocation would be reduced accordingly. To ensure this action is not taken by HUD, the City needs to find a HUD eligible project or program where the funds could be spent prior to the end of the year.

Options for Expenditure of Fund Balances

In order to ensure the City does not lose any funding capacity from either of the federal programs, the City needs to find projects or programs that the City can spend funds on immediately. Staff has identified two HUD eligible activities where funds can be expended immediately. In 2012, the City Open Space Program acquired the old, abandoned Westminster Hills Elementary School site from Adams County School District No. 50. With this acquisition, the Open Space Program gained water and sanitary sewer tap credits having an estimated value of about \$200,000 at that time. The Open Space Program has no need for use of the taps, but had an interest in recapturing the value to help fund other open space acquisitions. Pursuant to City policy, tap credits can be utilized by a private party for new development on the same property; but, cannot be sold by to a private developer to be used on another site. Therefore, there is no opportunity for these taps to be sold to a private development interest given the land from which the taps originated is designated as open space and, therefore, not developable. The City water utility, however, does allow for such tap credits to be transferred or sold to the City, or an affiliated agency (i.e. Westminster Economic Development Authority, WHA, Westminster Building Authority), to support new development in the same general area, in this case, South Westminster. Based on this allowance, the Open Space Program has been seeking prospective projects that could utilize these credits, thereby allowing them to recapture \$200,000 through a sale. Acquisition of these tap credits from the CDBG fund for use in conjunction with the future redevelopment of 73rd Avenue and Lowell Boulevard is an eligible expenditure. Staff proposes that \$200,000 in CDBG funds be used towards acquisition of the water taps.

The WHA owns two properties at 7287 Lowell Boulevard and 3630 W. 73rd Avenue. These properties were intended to be incorporated into a redevelopment project at 73rd Avenue and Lowell Boulevard. It was the intent of the City to acquire these buildings with any remaining Section 108 Fund balance upon completion of the demolition. Given the delay in demolition activity, the City could proceed with acquisition using the current \$449,000 balance. The WHA bought the properties for a collective \$550,000 in 2004. Upon acquiring the properties, the sale proceeds would be deposited into the WHA

account. Thereafter, the funds could be used to provide further funding for the redevelopment project or be utilized to support other affordable housing endeavors throughout the City. The funds would no longer be subject to federal regulations once the sale transaction is complete, although the property itself would have to comply with HUD imposed economic development or affordable housing requirements which are already applicable to the adjacent properties.

Staff recommends that the Council authorize Staff to proceed with acquisition of the water tap credits at a cost of \$200,000 using proceeds from the CDBG account. By doing so, the City benefits by not losing any CDBG funding, providing taps in support of a future redevelopment project, and making funds available to the Open Space Program for further acquisitions. Staff also recommends that the balance of \$449,000 in Section 108 funds be used to acquire the WHA owned property, thereby preserving the property and financial proceeds to support the 73rd Avenue/Lowell Boulevard redevelopment efforts. The Section 108 funds can only be spent in furtherance of the 73rd Avenue/Lowell Boulevard redevelopment project in accordance with the application approved by HUD.

These recommendations meet the Westminster City Council goal of supporting “Vibrant and Inclusive Neighborhoods” by ensuring financial resources are preserved and directed towards redevelopment and revitalization in the South Westminster community.

Respectfully submitted,

J. Brent McFall
City Manager



Agenda Memorandum

City Council Meeting
December 22, 2014



SUBJECT: Bond Counsel for Little Dry Creek Flood Control Improvements Financing

PREPARED BY: Hilary Graham, Deputy City Attorney
Tammy Hitchens, Finance Director

Recommended City Council Action:

Authorize the City Manager to execute an agreement for bond counsel services with Butler Snow for a fee not to exceed \$20,000 in connection with the proposed issuance of tax exempt private placement bonds in an amount not to exceed \$4,650,000 by the City of Westminster's Utility Enterprise.

Summary Statement

- All special counsel agreements are subject to approval by the City Council in accordance with City Charter Requirements.
- Staff recommends hiring the law firm of Butler Snow. 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 Certificates of Participation (COPs).
- The proposed fees are 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: Not to exceed \$20,000

Source of Funds: All fees will be paid from the Bond proceeds; no additional funds need to be budgeted.

Policy Issue

Should the City retain bond counsel for the anticipated issuance of the City's \$4,650,000 in tax exempt private placement bonds?

Alternative

Do not retain special legal counsel for this transaction. This is not recommended because the tax exempt private placement bonds cannot be closed without an opinion of bond counsel.

Background Information

External legal counsel is required for the issuance of tax exempt debt by the city. The City proposes to issue tax exempt private placement bonds, in an amount not to exceed \$4,650,000 to finance flood control improvements on the south side of the Westminster rail station. The proposed fees, which were quoted at an amount not to exceed \$20,000, would be paid out of proceeds at closing of the projected financing, which is estimated to occur in the first quarter of 2015.

As with all public tax-exempt financings, an opinion from a nationally recognized law firm regarding certain tax-related matters is required. 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.

The fees quoted by Butler Snow are reasonable and in line with past financings, and the familiarity of Butler Snow attorneys with the City and its financial and legal documents is very valuable. The efficiencies in retaining Butler Snow as bond counsel are significant and will help assure an expeditious closing of the tax exempt private placement financing.

The recommended action of retaining bond counsel in connection with the proposed financing of the Little Dry Creek Flood improvements supports the strategic objectives of Proactive Regional Collaboration and a Dynamic, Diverse Economy.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment: Engagement letter for bond counsel services from Butler Snow LLP

October 13, 2014

VIA E-MAIL

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

Attn: Hilary Graham

Re: Storm Water Revenue Bonds, Series 2014 in the approximate principal amount of \$4,600,000

Dear Hilary:

We are pleased to confirm our engagement as bond counsel to the City of Westminster (the "Issuer"). We appreciate your confidence in us and will do our best to continue to merit it. This letter sets forth the role we propose to serve and the responsibilities we propose to assume as bond counsel to the Issuer in connection with the private placement of the above captioned bonds (the "Bonds"). The Bonds are expected to be privately placed with UMB Bank (the "Bank").

Personnel. We understand that the City Council (the "Council") has authorized the execution of this letter. Dee Wisor and Kim Crawford will be principally responsible for the work performed by Butler Snow LLP on your behalf. Where appropriate, certain tasks may be performed by other attorneys or paralegals. At all times, however, Dee Wisor will coordinate, review, and approve all work completed for the Issuer.

Scope of Services. 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: an election on the Bonds, canvassing the returns of the election, 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.

1801 California Street
Suite 5100
Denver, CO 80202

DEE P. WISOR
720.330.2357
dee.wisor@butlersnow.com

T 720.330.2300
F 720.330.2301
www.butlersnow.com

We understand that the Bonds will be sold to the Bank and no offering document or official statement is being prepared. Therefore, we are not undertaking any responsibility for disclosing information about the City or its financial affairs to the Bank..

Our opinion will be addressed to the Issuer and will be executed and delivered by us in written form on the date the Bonds are exchanged for their purchase price (the "Closing"). The opinion will be based on facts and law existing as of its date.

Our services as bond counsel are limited to those contracted for explicitly herein; the Issuer'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 SEC enforcement action or any litigation involving the Issuer 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 to the Bond issue. If such services are requested of us, we suggest that we discuss the nature and extent of those services and an estimate of our fee at the time of the request.

Attorney-Client Relationship. In performing our services as bond counsel, the Issuer will be our client and an attorney-client relationship will exist between us. We will represent the interests of the Issuer rather than the Council, its individual members, or the Issuer's employees. 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.

Conflicts of Interest. Before accepting any new business, the Colorado Rules of Professional Conduct (the "Rules") require us to evaluate whether there exist any ethical constraints to representing the Town. We have completed a conflicts check within our firm and have found no current conflict between the Town and our existing clients.

Fee Arrangement. Our fee will be contingent upon issuance of the Bonds and will be based upon the time we spend on this matter but will not exceed \$20,000 without your consent. Butler Snow's rates for the work by its attorneys and legal assistants vary based on the experience and expertise of the individuals involved. Typically, we adjust these rates at year-end to reflect changing economic conditions. If the firm increases rates during this engagement, we will provide written notice of those changes. The Rules require that the basis or rate of legal fees be communicated to the client in writing. The hourly rates for our lawyers who may work on this matter are set forth below:

Attorney	Billing Rate	Discounted Rate
Dee P. Wisor	\$545.00	\$475.00
Sally Tasker	\$490.00	\$420.00
Kim Crawford	\$465.00	\$415.00
Rene Moore	\$375.00	\$325.00
Monica Rosenbluth	\$325.00	\$280.00
Matt Gray	\$255.00	\$225.00

We understand and agree that our contingent fees will be paid at Closing out of Bond 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 for time actually spent on your behalf, plus disbursements.

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.

Termination of Engagement. Upon delivery of our approving opinion, our responsibilities as bond counsel will terminate with respect to the Bonds, and our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded. Should the Issuer 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.

Approval. If the 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. 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: _____

Title: _____

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.



Agenda Item 8 K

Agenda Memorandum

City Council Meeting
December 22, 2014



SUBJECT: 2015 Purchase of Emergency Medical Supplies

Prepared By: Derik Minard, Emergency Medical Services Chief

Recommended City Council Action

Authorize the City Manager to execute a contract with the low bidder, Bound Tree Medical, for 2015 in an amount not to exceed \$129,500, with options for two additional one-year renewals.

Summary Statement

- Operation of the City's ambulance program requires purchases of disposable medical supplies for use in patient treatment. Disposable medical supplies are items routinely used such as bandages, intravenous supplies, immobilization equipment and oxygen delivery devices.
- Formal proposals were sent to vendors in accordance with City policy and under the supervision of the City Purchasing Officer. Proposals were submitted by: Bound Tree Medical, Henry Schein, Life-Assist, and Midwest Medical Supply.
- Based on a competitive bidding process, Bound Tree Medical is able to meet all specification requirements and provide all requested supplies at a competitive price. Bound Tree Medical submitted the overall lowest bid proposal while providing quality supplies.
- Bound Tree Medical has agreed to a one-year contract, with options for two additional one-year renewals, honoring the pricing agreement for disposable medical supplies. Increases in pricing from a manufacturer will be documented and passed on to the City with the same percentage increase. Changes in pricing will not take effect until approval is received in writing from Fire Department Staff.
- The City Attorney's Office has reviewed this contract as to legal form.

Expenditure Required: Not to exceed \$129,500

Source of Funds: General Fund – Fire Department Operating Budget

Policy Issue

Should City Council authorize a contract with Bound Tree Medical, accepting their proposal of honoring the 2015 pricing agreement for up to a three year period?

Alternatives

1. Re-bid disposable medical supplies: This is not recommended because Staff believes the initial bid process provided good pricing from a dependable vendor.
2. Purchase from multiple vendors. This is not recommended because Staff believes this will complicate the ordering process, create confusion in determining what supplies are available from each vendor, and increase the workload of fire personnel, diverting attention from other priorities. A central ordering point is crucial to receiving critical supplies in an expedited and efficient manner.

Background Information

For the 2015-2016 operating budget, City Council approved funding for the Fire Department to purchase disposable medical supplies. Over the past five years, the Fire Department has seen fluctuations in spending in this account that have ranged from an average of around \$105,000 to this year's (2014) estimated spending of \$125,000. Total Fire Department call volume for 2014 will likely increase by more than 500 calls, with ambulance transports accounting for over 300 of that call increase alone. The trend for growth in the amount of patient contact the Fire Department is experiencing is only expected to continue to increase, which increases the demand for a dependable and economical source medical supplies.

Vendors were asked to provide pricing on the 252 medical supply items that Fire Department personnel may utilize during a medical emergency. Medical supplies included in the 252 item list are based on the quality, reliability, and cost of the product. These items were used by the Fire Department in 2014 and data was collected from our current vendor Bound Tree to determine how many of each item was used. These items and quantity number were used to formulate a spreadsheet to calculate the bid from each vendor. Bound Tree was the low bid for overall pricing. Staff also cross-referenced pricing on items that are used in high quantity (100 or more) and items that cost over four dollars per unit.

Vendor	Sum of 252 Bid Items (unit price)	Cross Reference - High Volume/Over \$4
Bound Tree	\$1,266.43	\$76,848
Henry Schein	\$1,681.88	\$84,478
Life-Assist	\$1,741.45	\$80,914
Midwestern Medical Supply	\$1,658.83	\$77,036

The Fire Department has purchased disposable medical supplies from Bound Tree Medical since July 2003. Bound Tree has continually demonstrated exceptional customer service. Regional representatives are based locally and are readily accessible in times of need.

Additionally, Bound Tree offers an electronic tracking system that facilitates the ordering and inventory process, minimizing Fire Department staff hours required to perform this task manually. Based on the past experience working with Bound Tree Medical and their low bid, Fire Department Staff is recommending the continued use of Bound Tree Medical for the purchase of the bulk of disposable medical supplies.

Bound Tree Medical has agreed to a one-year contract, with options for two additional one-year renewals. Bound Tree Medical shall keep pricing firm unless there is a manufacturer increase in price. Any increase in manufacturer pricing shall be documented by Bound Tree Medical and the documentation shall be provided to the City, and shall be passed onto the City only with the same percentage increase as experienced by Bound Tree Medical. Changes to the pricing will not become effective until accepted in writing by the City, and no such change shall apply retroactively.

This purchase meet's Council's Strategic Plan goals of Excellence in City Services through providing exceptional service in EMS delivery while obtaining necessary equipment at the best possible price.

Respectfully submitted,

J Brent McFall
City Manager



Agenda Memorandum

City Council Meeting
December 22, 2014



SUBJECT: City Hall Plaza and Xeriscape Master Plan Refinement and Construction Drawings

Prepared By: Becky Eades, Landscape Architect II
Kathy Piper, Landscape Architect II

Recommended City Council Action

1. Authorize the City Manager to execute a contract for the refinement of the master plan and construction documents for the City Hall Plaza project with The Architerra Group in the amount of \$140,647 with a 10% contingency of \$14,064, for a total design project authorized expenditure not to exceed \$154,711.
2. Authorize the City Manager to execute a contract for refinement of the master plan and construction documents for the City Hall Xeriscape project with Stream Design, LLC in the amount of \$87,663 with a 10% contingency of \$8,766 for a total design project authorized expenditure not to exceed \$96,429.

Summary Statement

- On July 14, 2014, Staff presented to City Council conceptual master plans for the redesign of the City Hall Plaza and City Hall Xeriscape projects.
- On October 13, 2014, City Council approved the proposed 2015-2016 budget, which includes funding for both projects beginning in 2015.
- Staff is seeking authorization of Master Plan refinement and construction drawings contracts at this time to allow final planning for both projects to begin immediately in 2015 to meet tight schedules that will allow, if authorized by Council, plaza construction to begin mid-summer of 2015 and xeriscape construction to begin fall of 2015.
- On November 6, 2014, Staff solicited five consultants for the master plan refinement and construction documentation for both the City Hall Plaza and City Hall Xeriscape projects. Four proposals were received, one of which was a combined proposal.
- The Architerra Group submitted the lowest bid for the plaza master plan and construction documents. The Architerra Group successfully completed the Westminster Center Park.
- Stream Design, LLC submitted the lowest bid for the xeriscape master plan refinement and construction documents; Stream successfully completed the master plan for the xeriscape project.
- The City Attorney’s Office has reviewed these contracts as to legal form.

Expenditure Required:	Plaza Project	\$154,711
	Xeriscape Project	\$96,429

Source of Funds: General Capital Improvement Fund Plaza Project and Xeriscape Project

Policy Issue

Should the City proceed with the master plan refinement and construction documents for the redesign of the plaza and xeriscape at City Hall?

Alternative

City Council could choose to not authorize the master plans and construction documents at this time and make minimal repairs to the plaza and north lawn. Staff does not recommend this option. The plaza is in need of extensive repairs to the concrete and this alternative does not address the cause of the concrete deterioration. The plaza also has issues regarding pedestrian safety, ADA access at the east entrance, parking and repairs to the arcade. These issues can all be addressed as part of the new master plan and construction documents. In addition, the majority of the north lawn will be demolished next spring as part of the geothermal well installation project, making it an optimal time to make changes to the existing landscape and provide an education component to the project.

Background Information

Minimal changes or improvements have been made to the plaza and grounds since City Hall was constructed 26 years ago. Staff was directed to review the current landscape and plaza areas and develop conceptual designs for repairs and enhancements. Six primary goals for the master plan were identified through the design process: Public Access; Infrastructure Improvements; Identification of Maintenance and Operating Costs; Cultural Advancement; Safety; and Education. On July 14, 2014, Parks, Recreation and Libraries (PRL) Staff presented to Council conceptual master plans for both the plaza area and the redesign of the area north of City Hall into a xeriscape-based landscape.

The concrete entry plaza has been identified by the Street Division as in need of immediate repairs. The front entrance arcade has had repairs made to it over the years and now is currently being examined by Building Operations and Maintenance (BO&M) to confirm its structural integrity. While these repairs are the impetus for work in the plaza, this work provides the opportunity for the entry plaza to be recreated as an inviting, active area with increased accessibility at the east entrance. It also provides the opportunity for the realignment of the median entrance off of 92nd Avenue to help with traffic congestion, additional parking spaces, additional pedestrian lighting for safety throughout the plaza, modification of the fountain location and water use, minimization of concrete within the plaza, and provision of a destination that appeals to the public and employees throughout the day and into the evening.

On February 10, 2014, City Council approved a contract for Building Operations and Maintenance (BO&M) and Beaudin Ganze Consulting Engineers, Inc. to design a geothermal ground-source heating and cooling system for City Hall. The geothermal well field will cover approximately three-quarters of the lawn north of City Hall and necessitate re-landscaping in this area. Upon completion of the xeriscape project, the northern lawn is envisioned as a people-friendly demonstration area, showcasing a variety of xeric options for homeowners and businesses alike.

Both of these projects will capitalize on the City's shift in philosophy to a desire to illustrate to the public a stewardship of our water resources. In addition, all facets of these areas will be brought up-to-date with improved technologies and provide for more efficient maintenance, such as using the geothermal well system to feed an ice melt system in the plaza area saving snow removal manpower and reducing wear and tear on the plaza hardscape.

On October 21, 2014 five consulting firms attended a pre-proposal meeting and on November 6, 2014 proposals were received from four firms. The bids for the plaza and xeriscape projects are as follows:

Consultant	Xeriscape Bids	Plaza Bids
The Architerra Group	\$88,030	\$140,647
Matrix Design Group	\$162,498	\$185,795
Stream Design, LLC	\$87,663	\$163,387
Wenk Associates, Inc.	\$103,973	\$152,605

The plaza project has an accelerated schedule to allow for the concrete work at the entry to City Hall to be completed prior to the potential for unfavorable weather. Staff is also working with Building Operations and Maintenance (BOM) to ascertain the structural integrity of the building arcade. Staff anticipates a structural report being available by the end of 2014 so that any modifications to the arcade can be considered prior to construction documentation. The schedule for the xeriscape project is determined by the geothermal project and the need to re-landscape the north lawn once that project is complete.

Stream Design, LLC has successfully worked for the City on both the City Hall Xeriscape Conceptual Master Plan as well as the Tanglewood Creek Trail. They also performed services on the Jessica Ridgeway Memorial Park. The Architerra Group has also worked with Staff in the past. Their most recent project was the very successful Westminster Center Park.

PRL Staff is working with Public Works and Utilities (PW & U) to improve mobility and connectivity to the surrounding residences, businesses and park. The proposed plaza design includes additional sidewalk on the north side of the entrance from Yates Drive. Staff will work with PW&U staff to provide additional handicap ramps and street stripping. Although not part of the proposed plaza and xeriscape project costs, 92nd Avenue will be evaluated for mobility and connectivity with a potential mid-block crossing through the median or a pedestrian activated crossing at the north entrance to City Hall. A separate contract for the construction of these connections would be necessary. Finally, Staff is working with PW&U on the inclusion of a trail connection from the neighborhood east of City Hall with their proposed water tank expansion project.

These proposed enhancements on the City Hall Campus support the City's 2014 Strategic Plan goals of Vibrant & Inclusive Neighborhoods, Beautiful, Desirable, Environmentally Responsible City, and Ease of Mobility.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments: A-City Hall Plaza Redesign-Enlargement
B- City Hall Xeriscape-Enlargement

Attachment A- City Hall Plaza Redesign-Enlargement



Attachment B- City Hall Xeriscape-Enlargement



- LOOP TRAIL (CONCRETE OR CRUSHER FINES)
- CONVERSION OF ISLANDS TO WATER QUALITY TREATMENT AREAS
- TURF / ACTIVITY AREA
- CONVERT TURF AREAS TO DRYLAND GRASS "PRAIRIE" OR IRRIGATED NATIVE GRASSES
- PEDESTRIAN CROSSING THROUGH MEDIAN
- OVERLOOK WITH INFORMATIONAL KIOSK AND VIEW OF LONGS PEAK
- STAIRWAY CONNECTION
- PEDESTRIAN CROSSING OVER DRAINAGE SWALE FEATURE

- CONNECTOR TRAIL
- CITY HALL BUILDING
- EXISTING TURF REMAINS
- EXISTING ARBORETUM
- EXISTING WALL
- TURF LAWN REMAINS
- ORNAMENTAL GRASS MEADOW
- 3' CRUSHER FINES PATH
- LINEAR ORNAMENTAL PLANTINGS
- PICNIC TABLES & PLAZA AREA
- WOODY / HEARTY SHRUB ON BACK OF BERM
- WALKWAYS
- BUS STOP
- 15' TREE LAWN

PLAN

LEGEND

 Dryland Native Grass Area	 Shade Garden
 Irrigated Native Grass Area	 Art / Sculpture Opportunities
 Irrigated Turf Area	 Water Quality Area
 Ornamental Gateway	 Existing Trees
 Ornamental Educational	 Proposed Trees
 Linear Ornamental Plantings	
 Ornamental Grasses	



Agenda Item 8 N

Agenda Memorandum

City Council Meeting
December 22, 2014



SUBJECT: 2014 Ratification of Additional Titleist Golf Expenditures

Prepared By: Lance J. Johnson, Recreation Facilities Superintendent
J.R. Clanton, Senior Management Analyst

Recommended City Council Action

Ratify the additional expenditure of \$37,193 to the previously Council-approved amount of \$75,000 with Titleist Golf, a sole source vendor of golf products, and increase the Council authorized amount of 2014 expenditures with Titleist Golf to \$120,000.

Summary Statement

- On March 24, 2014, City Council authorized PRL to spend up to \$75,000 with Titleist Golf for the purchase of golf products for resale.
- An additional \$37,193 in Titleist merchandise was ordered above the originally requested \$75,000 as a direct result of increased participation at the golf courses. Increased golf rounds, tournament rounds and restaurant usage had a direct effect on increased demand for merchandise for resale.
- PRL anticipates an additional \$7,807 of Titleist Golf merchandise will need to be bought before the end of 2014, to bring the total 2014 Titleist Golf expenditure amount to \$120,000.
- In 2014 Legacy Ridge Golf Course and The Heritage Golf Course at Westmoor will meet or exceed all previous records for rounds and revenue. Specifically, tournament rounds and golf shop sales (merchandise for resale) have aided in these record setting revenues.
- YTD numbers compared to 2013 totals, Legacy Ridge has increased rounds by 11.0%, increased revenue by 6.6%, increased golf shop sales by 8.8% and increased tournament rounds by 28.9%.
- YTD numbers compared to 2013 totals, The Heritage at Westmoor has increased rounds by 4.7%, increased revenue by 4.7%, increased golf shop sales by 15.8% and increased tournament rounds by 19.3%.
- Profit margins of 30% were still maintained with the additional items from Titleist.

Expenditure Required: Additional \$45,000

Source of Funds: Golf Course General Operating Fund Budget

Policy Issue

Should City Council ratify the additional expenditures related to the 2014 Titleist product purchases for Legacy Ridge and The Heritage at Westmoor?

Alternative

Council could decide not to ratify this expense. Staff does not recommend this alternative as these individual vendors have already supplied goods up to the sum of \$112,193. Titleist is a sole source vendor that is very popular in the golf industry with the largest market share and consumer demand for golf balls. The additional \$7,807 is requested for customer special orders during the holiday season. Not being able to provide special orders for Titleist products could have a negative impact on return customers and customer service.

Background Information

In 2014, Golf Westminster (Legacy Ridge and The Heritage at Westmoor) surpassed and broke previous years' records of participation and revenues. This increase had a direct and positive effect for many line items within the operation, including the demand for golf merchandise at the City's golf shops. To meet this demand, more merchandise was purchased than in previous years.

Increased tournament participation was a major driver of increased golf merchandise purchases and sales. In 2014, tournament rounds increased by 1,756. This increase accounted for \$21,072 of increased tournament gift certificates in 2014. These gift certificates can only be used in the City's golf shops and must be used within the calendar year. Each tournament also received a \$12 per player merchandise credit that was given out to participants or used by the tournament committee.

During golf tournaments staff must overstock merchandise to ensure that adequate levels of inventory or specific inventory requested by the tournament committee are available. Following tournaments unsold merchandise is returned to the vendors and the City receives a credit. This is a common practice in the golf industry, and a program that vendors set up to assist and get immediate return and profit on merchandise. Even though inventory is returned for credits, the initial purchase counts against the expenditure limit established by Council.

The popularity of the Titleist Golf brand coupled with increased participation led to more guests demand for Titleist Golf products than the previously authorized expenditure authorization with Titleist Golf could meet. Titleist Golf products are incredibly popular and to meet the demand tournaments placed on the golf shops this year, additional Titleist Golf merchandise needed to be special ordered and stocked, in excess of the previously authorized expenditure amount. Some of this purchased merchandise has since been returned for credit. Legacy Ridge and The Heritage at Westmoor have totaled up \$15,000 in returned credits for Titleist.

With increased merchandise purchases, golf shop sales revenue was also increased for Legacy Ridge and The Heritage at Westmoor were able to continue achieving a 30% margin/profit on all Titleist product. Titleist is a proven leader in the industry, is highly sought out by our customers and is a necessary product line that directly effects the bottom line of the golf operations.

To ensure that these contract expenditure limits are not exceeded in the future, golf staff will incorporate the impact higher tournament participation will have on their planning merchandise for resale accounts.

These purchases support City Council's Strategic Plan Goal of "Financially Sustainable City Government Providing Exceptional Services."

Respectfully submitted,

J. Brent McFall
City Manager



Agenda Memorandum

City Council Meeting
December 22, 2014



SUBJECT: Acquisition of a Replacement Police Department Records Management System

Prepared By: David Puntenney, Information Technology Director
Kim Barron, Police Commander
Karin Marquez, Communications Supervisor

Recommended City Council Action

1. Reallocate \$154,000 in project savings from the completed Citywide Radio System Replacement project in the General Capital Improvement Fund to the Police Department Records Management System project to provide full funding in 2015.
2. Authorize the City Manager to execute a contract with Intergraph Corporation for a Web-based records management system in the amount of \$572,700 and authorize a 10% contingency amount of \$57,300 for additional conversion, training, or services as may be needed during implementation of the new system for a total authorized expenditure of \$630,000.

Summary Statement

- The records management system (RMS) currently used by the Police Department is I-Leads, which was implemented in 2001. The system was built by Intergraph Corporation (Intergraph) on Microsoft technology. Microsoft has announced a “sunset” of FoxPro, which is a major and required component of the system. Because of this discontinuation, Intergraph will no longer be able to upgrade this system because Fox Pro will no longer be available for updates, patches, or fixes.
- City Council authorized \$1,000,000 in the 2015/2016 Capital Improvement Program (CIP) budget specifically for the purchase of new RMS software, installation and associated hardware.
- In early fall of 2014, the Police Department publicly solicited for a possible replacement solution by issuing a Request For Qualifications (RFQ). The RFQ was posted on the City’s online bid platform. Although any vendor meeting minimum qualifications defined in the RFQ was allowed to participate in the process, three companies were specifically solicited for potential consideration, based on prior research that had been done by the Police Department staff. Ultimately, two vendors submitted qualifying information to address the RFQ: Tyler Technologies and Intergraph.
- Following a detailed review and analysis of qualifications, as well as on-site demonstrations, Information Technology and Police Department Staff determined that Intergraph has the best solution to meet the City’s ongoing needs.
- Intergraph has promotional pricing through December 31, 2014, that will result in a cost savings of \$202,000.

Expenditure Required: \$630,000
Source of Funds: 2015 General Capital Improvement Fund – Records Management System Upgrade/Replacement Project and Citywide Radio System Replacement project (project savings)

Policy Issue

Does City Council approve the purchase of the Intergraph “InPursuit” Records Management System for the Police Department data and records management, report writing, criminal case tracking, traffic enforcement, property/evidence management, animal control and code enforcement functions, to replace the existing I-Leads RMS system?

Alternative

The alternative is to not transition to a new RMS at this time. This alternative is not recommended as the RMS the City is currently using will eventually be unsupported and cost prohibitive to maintain. Furthermore, promotional discount pricing on the recommended vendor will no longer be available at a future date.

Background Information

The existing RMS was approved by City Council in 2000 and was implemented in 2001. The system is called “I-Leads” and was built by Intergraph Corporation on Microsoft technology. This system is a repository for police crime reports as well as arrests, warrants, impounded evidence, stolen property, and impounded vehicle data. The system generates monthly and annual crime statistics that are required to be reported to the Federal Bureau of Investigations and Colorado Bureau of Investigations (CBI).

The use of the RMS spans across various sections in the Police Department (Patrol, Animal Management, Code Enforcement, Records, Investigations, Crime Lab, Victim Services and Property/Evidence). The system is also used by the Communications Center (Dispatch) to assist in gathering information during major events. Crime statistics and other data stored in the system are used for strategic planning purposes as well as grant writing. As part of the National Incident Based Reporting System (NIBRS), a State mandated program, crime data is uploaded to the CBI.

Microsoft has announced that they are discontinuing (“sunsetting”) support for FoxPro, which is a major and required component of the I-Leads RMS system, on January 13, 2015. Because of this discontinuation, Intergraph will not be able to upgrade the RMS system because updates, patches, or fixes for FoxPro will no longer be available. Intergraph has announced that they will begin to “sunset” their I-Leads RMS but they will support existing customers as long as they can. Intergraph will support customers after January 13, 2015, as long as the problem is not related to FoxPro. Intergraph has not given a date to end support of I-Leads.

Although Intergraph had taken steps to provide a replacement product (“InPursuit”) for their RMS customers, Staff felt it was prudent to research other acceptable alternatives that might be in line with the functionality and financial needs of the department. Staff conducted research on other systems that are being used by other agencies across the State. Staff investigated records specific issues along with property and evidence management issues, which are two key and distinct service considerations of an RMS. Staff learned that most reputable systems are very good at addressing law enforcement specific scenarios with the exception of property and evidence related issues. The majority of users that were highly satisfied with their RMS had incurred additional costs for a stand-alone systems for their property/evidence that interfaced with their RMS.

Based on this research, and following other Colorado agencies through their procurement process for an RMS, the Police Department, IT staff and the City’s purchasing officer initiated an RFQ process under the City Purchasing Policy. Any qualified vendor was allowed to participate in the RFQ; in addition to the current vendor-Intergraph, two additional vendors who would likely be strong candidates based on reviews received during the research phase were specifically notified of the process. A total of three vendors responded to the RFQ.

The three vendors that responded were reviewed by panel members. One was disqualified based on not providing the necessary information requested in the RFQ. The remaining two vendors, Intergraph and Tyler Technology (Tyler) were provided scripts that were drafted by different RMS workgroups from the Police Department and asked to provide demonstrations of their systems to PD and IT staff. Through a collaborative evaluation process, Staff from Police and Information Technology felt Intergraph was the most qualified vendor based on software usability, reporting capabilities, compliance, conversion of existing data, and fit within the City technology standards. While cost for the Intergraph software is higher than Tyler, Intergraph best meets the requirements and needs of the Westminster Police Department operation. Additionally, the Intergraph solution provides the necessary interfaces with other databases, such as those associated with the Computer Aided Dispatch (CAD) system and fingerprint system. The bid from Intergraph was \$572,700; Tyler's bid was \$480,145.

The Tyler product showed significant deficiencies in their lack of necessary components to properly and efficiently deal with Westminster Police departmental needs. By Tyler's own assessment, their property module would not be robust enough for the City's needs. In addition to the shortcomings, conversion to the Tyler product would at a minimum require a complete re-barcoding of all items in the City's evidence warehouse (currently in excess of 37,000 items); this would be a very time consuming project and would result in additional software and hardware costs. The Tyler system might ultimately require the purchase of a stand-alone system for property and evidence that could interface with the Tyler system for records, which would result in additional costs. Furthermore, Tyler lacked several of the critical interfaces needed for communications between their solution and the City's CAD system, the fingerprint system, and the mug shot system. Creating these interfaces would require custom development and testing, adding to the cost and complexity of the Tyler solution.

The demonstration conducted by Intergraph staff highlighted the adaptability of their product with the City's current I-Leads system. The Web-based RMS allows officers to access their report writing system from a Web browser (within City policies) on any approved device. This eliminates the current need for staff to manually load client-based software on every PC. Updates and upgrades are applied at a server level and reach the user at their next login. The Web-based system also provides significant improvement in organizing the data entry for users and makes the system more user friendly. The result is improved workflows and efficient report writing for officers. Additionally, Intergraph will be able to provide data migration from their I-Leads product to the InPursuit product which will eliminate the need to maintain two databases.

For an agency the size of the Westminster Police Department, Intergraph charges \$774,449 for InPursuit. They are currently offering promotional pricing of \$572,700 through December 31, 2014, which will result in a savings of approximately \$202,000. City Council appropriated \$500,000 in 2015 and \$500,000 in 2016 for this project as part of the Adopted 2015/2016 Budget. Due to competitive pricing and the overall scope of work for this project, the actual costs are lower than was anticipated during budget development. Seeing a majority of work will likely be performed in 2015 and in order to provide full funding for the project now, Staff requests that City Council approve reallocation of \$154,000 in project savings from the completed Citywide Radio System Replacement project. Staff and City Council can then revisit the \$500,000 appropriated in 2016 as part of the mid-year budget review and amendment process during the summer and fall of 2015. Additional needs or modules associated with RMS could arise, but it is anticipated that a majority of these funds could be re-purposed for other public safety needs.

The Westminster Police Department has a long history of working with Intergraph as the service provider for the RMS that has been in place since 2001. This history has provided the opportunity to experience their product and service delivery over an extended period of time that further enhances confidence in the direction being recommended. Ongoing maintenance for InPursuit will be incorporated into the existing annual software service and maintenance contract with Intergraph when the system comes online. Currently, this contract is brought before City Council for consideration in February of each year and includes services associated with Computer-Aided Dispatch (CAD) and RMS (existing system of I-Leads). The contract presented here for City Council's consideration includes one-year of maintenance costs

associated with InPursuit. This will commence when the program goes live, which is anticipated to occur sometime in early to mid-2016.

This system will allow the City to continue to be innovative, using technology to improve service delivery internally and externally. Intergraph meets functional needs while reducing long term costs of ownership and offering better cost containment as compared to their current product. The selection of Intergraph's Web-based Records Management System "InPursuit" will meet City Council's Strategic Plan Goal of "Excellence in City Services."

Respectfully submitted,

J. Brent McFall
City Manager



Agenda Memorandum

City Council Meeting
December 22, 2014



SUBJECT: Ratify Additional Payment to Intergraph Corporation

Prepared By: Lee Birk, Chief of Police

Recommended City Council Action

Based upon the recommendation of the City Manager, determine that the public interest will be best served by ratifying an additional payment of \$7,720 to Intergraph Corporation in 2014 and approving the total 2014 expenditures of \$177,235.96 with Intergraph Corporation.

Summary Statement

- The Westminster Municipal Code requires that all purchases over \$75,000 be approved by City Council. Staff has taken a conservative approach in interpreting this requirement to include transactions where the cumulative total purchases of similar commodities or services from one vendor in a calendar year exceeds \$75,000.
- On February 24, 2014, City Council approved the payment of \$169,515.96 to Intergraph Corporation for the Annual Software Maintenance Contract for the integrated Fire and Police Computer Aided Dispatch (CAD), Police Records Management System, and Mobile computer application systems. No additional funds were authorized at that time for unidentified upgrades to the Intergraph System.
- The payment was divided between Police and Fire, with the Police Department's share of the payment totaling \$118,661.17. Fire's share of the software maintenance payment was \$50,854.79. The Jefferson County E911 Authority Board is reimbursing the City \$74,688.00 for the CAD maintenance component of the contract in the fourth quarter 2014.
- The Police Department has been working with Intergraph to create a specialized Jefferson County Custody Report. This project has been ongoing for some time. In November 2014, the Police Department provided partial payment to Intergraph in the amount of \$7,720 to proceed with the process of programming the Jefferson County Custody Report into the existing Intergraph systems. The remaining amount of \$7,900 will be paid when the project is completed in 2015.
- The payment of \$7,720 in November 2014 increases the total amount paid to Intergraph in 2014 to \$177,235.96 and thereby requires Council authorization for the additional amount of \$7,720.
- In the future, Staff will budget and get authorization for additional funds to address unanticipated needs.
- The funds were available in the Police Department's General Fund Budget for this expense.

Expenditure Required: Not to exceed \$177,235.96

Source of Funds: Police Department General Fund Budget

Policy Issue

Should Council ratify the 2014 payment of \$7,720 to Intergraph Corporation?

Alternative

Council could decide not to ratify this expense. Staff does not recommend this alternative as Intergraph has initiated the Jefferson County Custody Report process they were contracted for and the City has already received and paid the invoice on November 25, 2014.

Background Information

In 2001, the City of Westminster purchased an integrated Police and Fire Computer Aided Dispatch (CAD), Police Records Management System (RMS), and the Mobile computer applications from Intergraph Corporation. These systems are relied upon heavily by communications personnel for dispatching police and fire to emergencies and non-emergency events. The programs are utilized by police and fire personnel for entering call data from the public, and police offense reports and incident reports. They also provide a tool for field units to receive dispatch data and handle calls in the field.

On February 24, 2014, City Council authorized payment of \$169,515.96 to Intergraph Corporation for the 2014 Annual Software Maintenance Contract for the integrated Fire and Police CAD, Police RMS, and Mobile computer systems. This payment was divided between the Police Department (\$118,661.17) and the Fire Department (\$50,854.79). The Police Department's payment includes the CAD portion of the Intergraph software maintenance, which is \$74,688.00. The Jefferson County E911 Authority Board will be reimbursing the City for the CAD maintenance component in the fourth quarter 2014.

A component within the Intergraph programs is the Custody Report that is automatically completed with information that the officer has input regarding the arrest of the subject. The Custody Report is a form that the officers have to provide to the Municipal and County jails. From the beginning, Jefferson County has not accepted the default Intergraph Custody Report that prints from the Intergraph "I-Leads" Program. When the Police Department transports a prisoner to Jefferson County, the Police Officers have to manually complete a Jefferson County Custody Report. This can be as much as 12 pages of documents that have to be submitted to the Jefferson County Jail. This takes officers a great deal of time and is an unnecessary duplication of efforts. Creation of this new form will save a great deal of officer report writing time, improve efficiency and allow officers to return to patrol or other duties more promptly. The Intergraph "default" custody report that is currently in place is accepted by the Adams County Jail and also the Municipal Court.

The Police Department staff had been working for some time with Jefferson County and Intergraph on the creation of a Custody Report that will meet the needs and requirements for the Jefferson County Jail. In mid-2014, Jefferson County staff and Intergraph were able to agree to the final product. In order for Intergraph to begin the process, a partial payment of \$7,720 was invoiced to the Police Department by Intergraph to be paid by December 1, 2014. On November 25, 2014 a check was sent to Intergraph. The remaining amount of the project cost of \$7,900 will be paid when the project is completed in 2015.

The \$7,720 paid to Intergraph in November increases the total amount paid to Intergraph in 2014 to \$177,235.96 and thereby requires Council authorization for the additional amount of \$7,720.

SUBJECT: Ratify Additional Payment to Intergraph Corporation

Page 2

This request supports Council's Strategic Plan goal "Exceptional Services" by providing a cost-effective Jefferson County Custody Report.

Respectfully submitted,

J. Brent McFall
City Manager



Agenda Item 8 R

Agenda Memorandum

City Council Meeting
December 22, 2014



SUBJECT: 2015 and 2016 Special Water Counsel Legal Services Agreement

Prepared By: Sharon I. Williams, Water Resources Engineering Coordinator
Mike Happe, Utilities Planning and Engineering Manager

Recommended City Council Action

Based on the recommendation of the City Manager, determine that the public interest will best be served by authorizing the City Manager to execute a two-year sole source contract with Carlson, Hammond, and Paddock, LLC for special water counsel services in an amount not to exceed \$350,000 for 2015 and not to exceed \$350,000 for 2016.

Summary Statement

- Westminster's water supply is a valuable asset that requires a cohesive team of Staff subject matter experts and consultants with engineering and legal expertise to plan, develop, defend, and fully utilize.
- Colorado's water rights system requires judicial action to resolve many water matters, requiring the City to retain expert legal counsel specializing in water rights and water quality.
- The City needs to stay vigilant to protect the water quality of Standley Lake and its tributary basins. This requires participation in water quality standards setting and other forums requiring legal representation.
- The attorneys at Carlson, Hammond, and Paddock, LLC have effectively and successfully represented the City of Westminster in water matters since 1977 and have developed a very thorough knowledge of Westminster's water supply and water quality issues.
- Carlson, Hammond, and Paddock, LLC's billing rate is within the range of rates for water rights attorneys representing large Colorado water users, based on a recent survey.
- Adequate funds have been budgeted and are available for this expenditure.

Expenditure Required: Not to exceed \$350,000 in 2015 and \$350,000 in 2016

Source of Funds: 2015 and 2016 Utility Fund - Utilities Planning and Engineering Division
Operating and Capital Budgets

Policy Issue

Should City Council authorize a sole source contract with Carlson, Hammond, and Paddock, LLC (CHP) as special water counsel on behalf of the City in connection with legal water matters for 2015 and 2016?

Alternatives

City Council could choose to utilize the City Attorney's office to handle the City's water rights and water quality matters. Staff does not recommend this alternative. Based on CHP's extensive history working with the City, institutional knowledge could be lost by transferring this work. Further, the City Attorney's Office does not have specialized expertise in water rights and water quality matters and currently defers water related legal questions to CHP.

City Council could choose to seek out new special water counsel. Staff does not recommend this alternative based on the quality of work, long-term outstanding professional relationship, and reasonable costs of the representation from CHP.

Background Information

The attorneys at CHP have effectively and successfully represented the City of Westminster in water matters since 1977 and have developed a very thorough knowledge of Westminster water supply and water quality issues. Today, Mary Hammond and Lee Johnson are the principal attorneys representing the City and have been working with City Staff on Westminster water matters for 35 years and 24 years, respectively. Over the many years of our partnership, CHP has developed a thorough knowledge of Westminster's water supply and water quality issues and is a key player in helping develop and protect Westminster's raw water supply.

Westminster's water supply portfolio, valued at nearly one billion dollars, requires constant and vigilant management and protection. The City also requires the development of additional future supply to support the vision of the City's future. Alongside City Staff experts, CHP attorneys have played an integral part in major milestones defining Westminster's water supply since 1977. Highlights include:

1. The Four-Way Agreement among the cities of Westminster, Thornton, Northglenn and the Farmers Reservoir and Irrigation Company in 1978 that set forth the partnership in sharing Standley Lake for water storage.
2. A comprehensive settlement with Coors and the cities of Golden and Thornton, over several water quality and quantity disputes, ensuring that Standley Lake would be permanently protected from treated sewage discharges from Coors and Golden. This 1988 agreement became known as the "Cosmic Agreement" due to its size, scope and importance.
3. The successful completion through water court of the change of use for City-owned water rights from agriculture use to municipal use.
4. The protection of Standley Lake from potential contamination from Rocky Flats through the development of the Standley Lake Protection Project, including the construction of the Woman Creek Reservoir.
5. Representation of the City on several successful major water rights purchases, including contract and closing negotiations.

Hourly rates charged by CHP are competitive when compared to what other major water suppliers in Colorado are paying for special water counsel. A survey was conducted by Staff this year, as summarized in the table below.

Water Counsel Fees – 2014 Survey	
Entity	Hourly Rate
Consolidated Mutual Water Company	\$350
Black Hawk	\$250-\$270
Northglenn	\$230
Thornton	\$203-\$254
Westminster (proposed 2014 rate)	\$220

Adequate funding for this work is available from the adopted 2015/2016 Utility Fund operating and capital budgets. The overall cost for these services each year will not exceed \$350,000 in 2015 and \$350,000 in 2016.

This contract will assist in meeting the Council’s Strategic Plan Goal of Excellence in City Services by securing and developing a long-term water supply.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment: Agreement

Senders= Email:

mhammond@chp-law.com

ljohnson@chp-law.com

December 4, 2014

Mr. J. Brent McFall
City Manager
City of Westminster
4800 West 92nd Avenue
Westminster, Colorado 80030

Re: Carlson, Hammond & Paddock Representation.

Dear Brent:

As you know, Carlson, Hammond & Paddock, L.L.C. has represented the City as Special Water Counsel since the formation of the firm in 1986. In fact, John Carlson, one of the founding members of this firm, represented the City in water matters from the mid-1970's until his untimely death in 1992. In short, we have had a long term relationship with the City -- a relationship that has been immensely satisfying to us as lawyers. We sincerely value Westminster as a client and hope to continue to represent the City for many years to come.

During the first few decades of representation, we did not operate under any type of formal written agreement. In 2002, however, the City requested that we enter into a more formal written agreement. We were, of course, perfectly willing to comply with this request and have operated pursuant to two year letter agreements since that time. We understand that the City wishes to renew the letter agreement approach for the coming two year period. Accordingly, this letter agreement is written to set forth the terms for the firm's representation of the City in 2015 and 2016.

As in the past, in 2015 and 2016, Carlson, Hammond & Paddock, L.L.C., will continue to work closely with City staff and represent the City on water matters, including but not limited to water rights and water quality, and related matters that may arise in the course of the year. As in the past, our work will be carried out at the direction of the relevant City staff, and we will continue to consult with water resources staff and city attorney staff in connection with this representation. Our representation will be consistent with the requirements of the Colorado Rules of Professional Conduct.

Mr. Brent McFall
December 4, 2014
Page 2

For our work during the 2015 calendar year, we will charge a flat rate of \$220.00 per hour for attorney time. During the 2016 calendar year, we will charge a flat rate of \$225.00 per hour. This does represent a slight increase over our prior year's hourly rate. We believe this is a very competitive rate as compared to other firms' billing rates in the metro area. We also occasionally employ law clerks and we currently bill for their time at \$60.00 per hour. We bill for all time spent in pursuit of a client's business, including necessary travel time. In addition, we also bill for expenses such as computerized legal research, copies, messenger services, extraordinary postage and out-of-town mileage, lodging and food, and other like items. We will not charge the City for faxes. We understand that our representation in calendar year 2015 is subject to an upper budget limit of \$350,000.00. We understand that our representation in calendar year 2016 is subject to an upper budget limit of \$350,000.00. Although we do not anticipate that the time and expenses associated with our representation of the City would exceed these amounts in either calendar year, if unforeseen circumstances arise, and our charges begin to approach this total, we will promptly notify the City and work with staff and the City to address the funding issues. To the extent that the City does not authorize additional payments, we will suspend our services. Carlson, Hammond & Paddock, LLC, acknowledges that nothing in this Agreement shall be construed or deemed as creating a multiple-year fiscal obligation of the City. All obligations of the City pursuant to this Agreement are subject to prior annual appropriation by the City Council. The City agrees to exercise utmost good faith and use its best efforts in making any appropriations required by the City to meet its obligations under this Agreement.

From time to time we find it necessary to raise our hourly rates to reflect our increasing costs and the increasing level of experience of our legal staff. Pursuant to this letter agreement, however, we agree that the flat rate for calendar year 2015 will remain \$220.00 per hour and for calendar year 2016 will remain \$225.00 per hour. We do reserve the right to raise rates in future years.

As we have done in the past, we will send monthly itemized statements setting forth our charges and expenses. It is our policy to charge interest at the rate of 1% per month on any balance that remains unpaid after 30 days. And, as you might anticipate, we do reserve the right to suspend work on behalf of a client when payment of statements is delinquent.

To the extent this Agreement constitutes a public contract for services pursuant to C.R.S. § 8-17.5-101 et seq., the following provisions shall apply: Carlson, Hammond & Paddock, LLC shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. In addition, Carlson, Hammond & Paddock, LLC shall not enter into a contract with a subcontractor that fails to certify to the firm that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

Mr. Brent McFall
December 4, 2014
Page 3

Carlson, Hammond & Paddock, LLC hereby certifies that as of the date of this letter, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement, and that it will participate in the e-verify program or department program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

Carlson, Hammond & Paddock, LLC has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the e-verify program or department program. Carlson, Hammond & Paddock, LLC shall not use either the e-verify program or the department program procedures to undertake pre employment screening of job applicants while the services contemplated under this Agreement are being performed.

If Carlson, Hammond & Paddock, LLC obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Carlson, Hammond & Paddock, LLC shall notify the subcontractor and the City within three (3) days that it has actual knowledge that the subcontractor is employing or contracting with an illegal alien. Furthermore, Carlson, Hammond & Paddock, LLC shall terminate such subcontract with the subcontractor if, within three (3) days of receiving the notice required pursuant to this paragraph, the subcontractor does not stop employing or contracting with the illegal alien. Except that Carlson, Hammond & Paddock, LLC shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

In connection with the provision of legal services contemplated under this agreement, Carlson, Hammond & Paddock, LLC shall comply with all reasonable requests by the Colorado Department of Labor and Employment made in the course of an investigation undertaken pursuant to the authority established in C.R.S. § 8-17.5-102(5).

It is very important to us that our clients be satisfied with our services. We believe that open communication is essential, and therefore urge you to contact us with any questions you may have concerning our services, our policies, or our bills, at any time. Please feel free to call us if you have any questions

We sincerely appreciate the opportunity to continue our work with the City. As in the past, we will strive at all times to provide you with the highest quality of legal service for a fair price. Please do not hesitate to call us if you have any questions or concerns regarding our ongoing work

Mr. Brent McFall
December 4, 2014
Page 4

for the City of Westminster. Finally, if the terms outlined in this letter are acceptable to the City, please so indicate by executing this letter in the space provided, and return a copy to us.

Yours very truly,

Mary M. Hammond
Lee H. Johnson

CARLSON, HAMMOND & PADDOCK, L.L.C.

Approved for the Year 2015 and 2016:

CITY OF WESTMINSTER

By: _____
J. Brent McFall
City Manager



Agenda Memorandum

City Council Meeting
December 22, 2014



SUBJECT: 2015 and 2016 Water Resources Engineering Services Agreement

Prepared By: Sharon I. Williams, Water Resources Engineering Coordinator
Josh Nims, Senior Water Resources Engineer

Recommended City Council Action

Based on the recommendation of the City Manager, determine that the public interest will best be served by authorizing the City Manager to execute a two-year sole source contract with Ecological Resource Consultants, Inc. for water resources engineering services in an amount not to exceed \$75,000 for 2015 and not to exceed \$75,000 for 2016.

Summary Statement

- Westminster's water supply is a valuable asset that requires an external, professional engineer's expertise to fully assess and utilize.
- Colorado's water rights system requires professional engineering testimony for many water matters, thus the City needs expert engineering consultation specializing in water rights and water accounting. There is a limited number of firms that perform these specialized, unique services, and of those firms, the pool is further limited due to conflict of interest issues and availability.
- Heather Thompson with Ecological Resource Consultants, Inc. has effectively and successfully performed engineering for the City of Westminster on water matters since 2012 and has developed a very thorough knowledge of Westminster water rights and water supply issues.
- Ecological Resource Consultants Inc.'s billing rate to the City of Westminster is reasonable and is within the range of other water resources engineers advising large Colorado water users, based on a recent survey of major Colorado water users.
- Adequate funds have been budgeted and are available for this expenditure.
- The City Attorney's Office has reviewed this contract as to legal form.

Expenditure Required: Not to exceed \$75,000 in 2015 and \$75,000 in 2016

Source of Funds: Utility Fund - Utilities Planning and Engineering Division Operating Budget

Policy Issue

Should City Council authorize a contract with Ecological Resource Consultants Inc. (ERC) as the City's engineering consultants in connection with water supply matters for 2015 and 2016?

Alternatives

1. City Council could choose not to authorize a contract with ERC and competitively bid this work with other engineering firms. This is not recommended because there is a limited number of firms that perform these specialized, unique services, and of those firms, the pool is further limited due to conflict of interest issues and availability. In addition, a survey conducted by Staff of surrounding jurisdictions shows ERC's rates to be very competitive.
2. City Council could choose not to authorize a contract with any engineering firm. This alternative is not recommended, as adding these engineering duties to existing Staff's responsibilities is not feasible without cutting resources in other critical areas, and hiring additional Staff is not currently budgeted. Additionally, ERC has demonstrated an efficient and cost-effective approach to addressing some of the City's water-related engineering needs.

Background Information

The City's water rights portfolio is complex and requires an external, professional engineer's expertise to assist Staff with water supply planning and complying with water rights decree requirements. Additionally, Colorado's water rights system requires professional engineering testimony for many water matters, thus the City needs expert engineering consultation specializing in water rights and water accounting. There is a limited number of firms that perform these specialized, unique services, and, of those firms, the pool is further limited due to conflict of interest issues and availability. Staff has historically developed long-term relationships with the legal and engineering firms that provide this expertise.

ERC currently performs water resources and water rights engineering services for the City, providing support for the legal and technical protection of the City's raw water system and water rights portfolio in the very competitive Colorado water climate. The firm has worked extensively and is knowledgeable with water rights engineering and the requirements of water accounting and raw water operations, including continuing to provide water resources engineering services for Farmers Reservoir and Irrigation Company (FRICO).

ERC has developed a solid technical working relationship with the City Staff, has an in-depth understanding of Standley Lake and City's water supply, and is familiar with safeguarding confidential and proprietary information shared by the City. ERC's Senior Water Resource Engineer, Heather Thompson, has worked with the City on water rights protection, water accounting and water operations and is very familiar with the City's system and rights. She currently provides support for the City's long range planning efforts and assists Staff with updating accounting procedures to comply with water transfer decrees and agreement requirements. Ms. Thompson's thorough knowledge of Westminster's water supply and water accounting makes her a key player in helping to develop and protect Westminster's raw water supply. Should the City be involved in a water court case, Ms. Thompson will be able to provide professional engineering testimony on the City's behalf.

The fees charged by ERC to the City are reasonable when compared with other major water suppliers in Colorado. ERC's rates are competitive and compare favorably to a recent survey of the water resources engineering rates charged to major water suppliers in Colorado.

Water Engineer Fees – November 2014 Survey		
<u>Entity</u>	<u>Hourly Rate, Engineer</u>	<u>Hourly Rate, Principal</u>
Boulder	\$130	\$195
Northglenn	\$115	\$198
Centennial	\$110	\$165
Aurora	\$115	\$175
Thornton	\$133	\$245
<i>Average</i>	<i>\$121</i>	<i>\$196</i>
Westminster	\$121 (Proposed 2015 rate)	\$155 (Proposed 2015 rate)

By continuing to retain ERC’s professional services, the City will be able to maintain the institutional knowledge and high quality consulting that is critical to protecting the City’s water supply and planning for our future. Staff therefore recommends that City Council authorize a sole source contract with ERC for water engineering services for 2015 and 2016. Adequate funds have been budgeted for ERC expenses in the 2015 and 2016 Operating budgets. The cost for these services will not exceed \$75,000 in 2015 and \$75,000 in 2016.

This contract will assist in meeting the Council’s Strategic Plan Goal of “Excellence in City Services” by securing and developing a long-term water supply.

Respectfully submitted,

J. Brent McFall
City Manager



Agenda Memorandum

City Council Meeting
December 22, 2014



SUBJECT: 2015 and 2016 Water Supply Planning Model Agreement

Prepared By: Sharon I. Williams, Water Resources Engineering Coordinator
Josh Nims, Senior Water Resources Engineer

Recommended City Council Action

Based on the recommendation of the City Manager, determine that the public interest will best be served by authorizing the City Manager to execute a two-year sole source contract with Hydros Consulting, Inc. for updating the water supply planning model in an amount not to exceed \$100,000 for 2015 and not to exceed \$75,000 for 2016.

Summary Statement

- Westminster's water supply is a valuable asset that requires a cohesive team of Staff and engineering and legal consultants to fully assess and utilize.
- Staff currently uses a water supply model that incorporates a number of variables to assess the City's water system yield, analyze operational scenarios, evaluate supply alternatives, and investigate water rights and water system proposals and impacts.
- For this project, the City requires expert engineering consultation specializing in water supply modeling to develop water supply yield projections and to support the City's Comprehensive Water Supply Plan. There is a limited pool of firms that perform these specialized, unique services, and of those firms, the number is further limited due to conflict of interest and availability.
- The City has been using Hydros Consulting, Inc. (Hydros) for these services since 2013 and has been satisfied with its work.
- Staff recommends awarding a sole source contract to Hydros based on its qualifications, previous experience with the water supply model and its ability to meet the City's required project schedule. The firm's hourly fees are competitive with other firms, based on similar contracts.
- Adequate funds were budgeted and are available for this expenditure.
- This contract has been reviewed by the City Attorney's Office as to legal form.

Expenditure Required: Not to exceed \$100,000 in 2015 and \$75,000 in 2016

Source of Funds: Utility Capital Improvement Fund - Water Supply Development Account

Policy Issue

Should City Council authorize a sole source contract to retain Hydros as the City’s engineering consultant in connection with the water supply model updates in 2015 and 2016?

Alternative

City Council could choose not to proceed with a sole source contract with Hydros and could competitively bid this work with other engineering firms. This is not recommended because there is a limited number of firms that perform these specialized, unique services and, of those firms, the pool is further limited due to conflict of interest issues and availability. In addition, Hydros has been working to update the City’s water planning model since 2013 and their familiarity with the model is key to the success of further improving the model.

Background Information

The City’s water rights portfolio is complex and requires an external, professional engineer’s expertise to assist Staff with water supply planning and complying with water rights decree requirements. Since 1985, Staff has utilized complex water supply planning models in order to help plan, develop, and protect the City’s water supply. The City’s proprietary model incorporates Colorado water rights law, historical hydrology, climate and diversion data, and uses that information to assess water system yield, analyze operational scenarios, evaluate supply alternatives, and investigate water rights and water system proposals and impacts. As such, the model needs to be continually updated and revised to incorporate new information.

Hydros has been working with Staff since 2013 to make updates to the City’s water supply model. This project involves continuing model updates, modernizing the model structure, upgrading the model to improve its functionality and enhancing an operations decision support tool.

The ranges of rates for engineering services were recently submitted to the City as part of a request for proposals. As shown below, Hydros’ fees are competitive compared to prevailing rates for similar services in the Denver area market.

<u>Firm</u>	<u>Hourly Rate Range</u>
HDR	\$71 to \$220
Hatch Mott MacDonald	\$80 to \$200
Carollo Engineers	\$90 to \$226
Hydros Consulting	\$80 to \$215

By continuing to retain Hydros’ professional services, the City will be able to maintain the institutional knowledge and high quality consulting that is critical to protecting the City’s water supply and planning for our future. Staff therefore recommends that City Council authorize a sole source contract with Hydros for engineering services related to the water supply model for 2015 and 2016. Adequate funds have been budgeted for these expenses, which will not exceed \$75,000 in 2015 and \$75,000 in 2016.

This contract will assist in meeting the Council’s Strategic Plan Goal of Excellence in City Services by securing and developing a long-term water supply.

Respectfully submitted,

J. Brent McFall
City Manager



Agenda Item 8 U

Agenda Memorandum

City Council Meeting
December 22, 2014



SUBJECT: 2015 Asphalt Pavement Crackseal Project Contract

Prepared By: Dave Cantu, Street Operations Manager

Recommended City Council Action

Authorize the City Manager to execute a contract for the 2015 Asphalt Pavement Crackseal Project with the low bidder, Coatings, Inc., in the amount of \$155,010 and authorize a 15% contingency of \$23,251 for a total authorized expenditure of \$178,261.

Summary Statement

- Cracksealing is one of the City's pavement management tools and is the most cost effective preventative maintenance strategy available in fighting asphalt pavement deterioration and prolonging pavement life.
- Staff has utilized the services of a private contractor to perform a portion of the City's annual asphalt pavement cracksealing projects since 2004.
- The low bidder, Coatings, Inc., met all of the City bid requirements and has successfully performed this process in both the City of Westminster and Denver Metro area over the past 12 years. Staff recommends that City Council award the 2015 Cracksealing Project contract to Coatings, Inc.
- The 2015 Cracksealing Project will be completed on 36 streets totaling 51 lane miles and including five City facilities.
- A 15% contingency has been included to ensure that funds are available and the project can continue without interruption should additional material be required during the project.
- Adequate funds were budgeted and are available for this expenditure.
- The City Attorney's Office has reviewed this contract as to legal form.

Expenditure Required: \$178,261

Source of Funds: General Fund - Public Works & Utilities 2015 Street Operations Budget (\$162,261)
Utility Capital Improvement Fund - Utility Fund Facilities Parking Lot Maintenance Project (\$16,000)

Policy Issue

Should City Council award the 2015 Asphalt Pavement Cracksealing project contract to the low bidder, Coatings, Inc. (Coatings)?

Alternatives

1. City Council could choose to reject the bids received and rebid the project. This alternative is not recommended because the City of Westminster project was sent directly to the four Denver Metro Area contractors performing this type of work. Staff believes the low bid represents the best value to the City.
2. City Council could choose to discontinue the practice of cracksealing all or some of the proposed streets prior to resurfacing. This alternative is not recommended. Without performing this preventative maintenance, water would penetrate the pavement’s subgrade and significantly reduce the life expectancy of the resurfacing projects.
3. City Council could choose to request that the crackseal project be performed in-house. Staff does not recommend this alternative. By adding this work to their current work load, City crews would fall behind with the scheduled pavement preservation that they currently perform. Additionally, the combined use of contract and in-house labor for this service has proven successful in stretching annual maintenance funding.

Background Information

Cracksealing is one of the City’s pavement management tools and is the most cost effective preventative maintenance strategy available in fighting asphalt pavement deterioration and prolonging pavement life. The most significant benefit of an effective crackseal program is the prevention of water from entering the roadway through cracks, which weakens the roadway base and sub-base through freezing and thawing. Cracksealing is performed from late fall through early spring when pavement cracks are at maximum width. The cracks are blown free of debris with compressed air, dried with heat when required and filled with a hot, rubberized sealant.

Staff has historically utilized the services of a contractor to perform a portion of the City’s annual asphalt pavement cracksealing projects. This combined use of contract and in-house labor for the cracksealing project has proven successful in stretching annual maintenance funding. Without this contract assistance, City crews would fall behind with other scheduled pavement preservation activities. The 2015 Asphalt Pavement Crackseal Project represents a total of 51 lane miles of asphalt pavement preventative maintenance on 36 streets and at five City facilities (see attached location list and map).

Requests for bids were sent to four contractors in the metropolitan area who perform this type of preventative maintenance treatment with all four responding as follows:

Vendor	Bid Amount
Coatings, Inc.	\$155,010
A-1 Chipseal Company	\$169,130
Precise Striping, LLC	\$182,250
Foothill Paving & Maintenance Inc.	\$209,050
Staff Estimate	\$144,000

The low bidder met all of the City bid requirements and has successfully performed this process in both the City of Westminster and Denver Metro area for the past 12 years. Staff recommends authorizing the crackseal contract to the low bid vendor, Coatings.

Staff has estimated the amount of material needed to complete the project. Because this amount can change due to conditions at each site, Staff recommends a 15% contingency to this contract to ensure that funds are available and the project can continue without interruption should additional material be required. Adequate funds for the project were budgeted in the 2015 operating budget.

The proposed action helps achieve City Council's goal of "Ease of Mobility" by meeting the objectives of well-maintained City infrastructure and facilities, and maintained and improved neighborhood infrastructure.

Respectfully submitted,

J. Brent McFall
City Manager



Attachments: Project Map
Location List

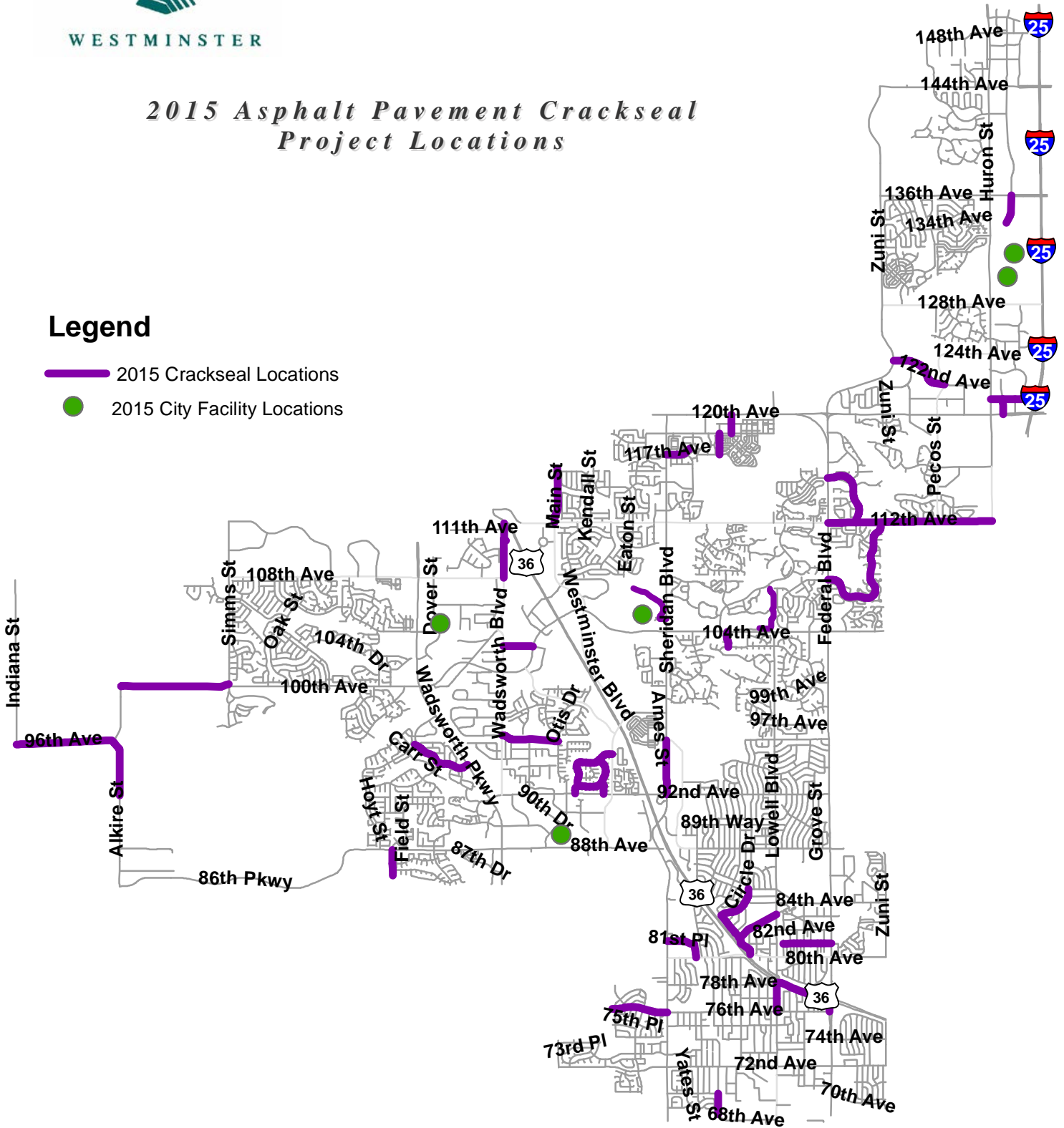


WESTMINSTER

2015 Asphalt Pavement Crackseal Project Locations

Legend

-  2015 Crackseal Locations
-  2015 City Facility Locations



2015 Crack Seal Location List

	Street	From	To
1	76th Avenue	Sheridan Boulevard	West to City Limit
2	Alcott Street	112th Avenue	Bruchez Parkway
3	Bruchez Parkway	Alcott Street	Federal Boulevard
4	Turnpike Drive	80th Avenue	Lowell Boulevard
5	Sheridan Boulevard	92nd Avenue	96th Avenue
6	100th Avenue	Simms Street	Alkire Street
7	96th Avenue	Alkire Street	Indiana Street
8	Alkire Street	96th Avenue	South City Limit
9	Wadsworth Boulevard	108th Avenue	North City Limit
10	Main Street	112th Avenue	North City Limit
11	Orchard Parkway	136th Avenue	South to Dead End
12	121st Avenue	Bannock Street	Huron Street
13	122nd Avenue	Pecos Street	Federal Boulevard
14	Melody Drive	120th Avenue	121st Avenue
15	Ranch Reserve Parkway	112th Avenue	Federal Boulevard
16	Bradburn Boulevard	118th Place	120th Avenue
17	117th Avenue	Sheridan Boulevard	Quitman Street
18	Tennyson Street	117th Avenue	Main Street
19	96th Avenue	Pierce Street	Wadsworth Boulevard
20	95th Avenue	Westminster Boulevard	Lamar Street
21	Lamar Street	92nd Avenue	95th Avenue
22	Ingalls Street	92nd Avenue	95th Avenue
23	92nd Place	Ingalls Street	Lamar Street
24	94th Avenue	Wadsworth Parkway	Independence Drive
25	112th Avenue	Huron Street	Federal Boulevard
26	Utica Street	68th Avenue	70th Avenue
27	Circle Drive	Oakwood Street	Shaw Boulevard
28	Perry Street	103rd Avenue	104th Avenue
29	Lowell Boulevard	76th Avenue	78th Avenue
30	Bradburn Drive	Lowell Boulevard	Oakwood Drive
31	Oakwood Drive	80th Avenue	Circle Drive
32	103rd Avenue	Church Ranch Boulevard	Wadsworth Boulevard
33	81st Avenue	Sheridan Boulevard	Wolff Street
34	Wolff Street	80th Avenue	81st Avenue
35	Garrison Street	86th Avenue	88th Avenue
36	81st Avenue	Federal Boulevard	King Street
37	Big Dry Creek Wastewater Facility		13150 Huron Street
38	Reclaimed Water Treatment Facility		13070 Huron Street
39	Semper Water Treatment Facility		8900 Pierce Street
40	Northwest Water Treatment Facility		8595 W 104th Avenue
41	City Park Parking Lots		10455 Sheridan Boulevard



Agenda Item 8 V

Agenda Memorandum

City Council Meeting
December 22, 2014



SUBJECT: 2015 Deicing Salt Purchase

Prepared By: Dave Cantu, Street Operations Manager

Recommended City Council Action

Authorize the purchase of deicing salt primarily from the two low bid vendors to achieve the City's desired 50/50 blend: "Rock Salt" from Independent Salt Company and "Ice Slicer" from Envirotech Services, Inc. and allow purchase of deicer from other sources should Independent Salt Company or Envirotech Services, Inc. be unable to deliver product, in a total amount not to exceed \$380,000.

Summary Statement

- Deicing salt is applied to City streets to ensure safer winter storm travel for residents and visitors.
- 2015 bids for "Rock Salt" were obtained through the Multiple Assembly of Procurement Officials (MAPO). Independent Salt Company Inc. is the low MAPO bidder for 2015 at \$73 per ton.
- The 2015 State of Colorado low bid for "Ice Slicer" with Envirotech Services, Inc. is \$104 per ton.
- Staff uses a 50/50 blend of "Ice Slicer" and "Rock Salt" that provides optimal deicing performance across the varied conditions experienced in the City.
- Staff estimates that 4,200 tons of deicing salt will be utilized during 2015, roughly divided between the two vendors.
- Staff is also requesting the authority to purchase deicing salt as needed from other vendors to provide flexibility in situations where the two low bid vendors are unable to deliver materials to the City.
- Adequate funds were budgeted and are available for this expenditure.

Expenditure Required: \$ 380,000

Source of Funds: General Fund – Public Works and Utilities Street Operations Budget

Policy Issue

Should City Council authorize the purchase of deicing salt primarily from low bid vendors Independent Salt Company Inc. (Independent) and Envirotech Services, Inc. (Envirotech), and allow the purchase of deicer salt from other sources if the low bid vendors cannot deliver product in a timely fashion?

Alternatives

City Council could choose not to purchase deicing materials. Staff does not recommend this alternative, as the application of deicing materials to the City streets during the winter months supports the City's goal of keeping the streets safe for residents and visitors.

City Council could choose to reject all bids and re-bid the MAPO and State salt purchases. This alternative is not recommended since Staff believes the unit cost of salt from the MAPO and State bids represent the best value to the City.

City Council could reject the purchase of materials as needed from other vendors. Staff does not recommend this alternative because the ability to purchase materials from other vendors provides Staff flexibility if the two low bid vendors are unable to deliver supplies in a timely manner.

Background Information

Public Works and Utilities snow crews apply deicing materials to the City's streets to ensure safer winter storm travel for residents and visitors. Of the deicing products available, Staff uses a 50/50 blend of "Rock Salt" and "Ice Slicer" which possess specific performance qualities that provide optimal deicing performance across the varied conditions experienced in the City. Using a blend of these materials also keeps the City as active customers with both vendors, diversifying the suppliers from whom the City can purchase deicing materials should the weather cause an increased demand.

Staff obtained bids through the MAPO and State bids. Independent is the 2015 low MAPO bidder for "Rock Salt" at \$73 per ton. The 2015 State of Colorado low bid for "Ice Slicer" with Envirotech has been quoted at \$104 per ton. "Ice Slicer" is stock piled and available locally from Envirotech. Generally, an order can be delivered to active customers within one week or can be scheduled to arrive with "Rock Salt" deliveries. "Rock Salt" is shipped via rail from Kansas and generally takes two weeks for delivery. Weather and rail car availability can prolong delivery time.

Staff estimates that 4,200 tons of deicing salt will be utilized during 2015, roughly divided between the two vendors. Staff believes that the MAPO and State prices are reasonable and recommends that Council authorize the purchase of "Rock Salt" from Independent and "Ice Slicer" from Envirotech Services.

Staff is also requesting the authority to purchase deicing materials from vendors other than the low bidders should City stock piles become depleted and the two low bidders are unable to deliver materials in a timely manner. During the 2013/2014 winter, product availability and delivery from the two vendors that Staff utilized was impacted due to high demand, a severe winter along the East Coast, and backlogged rail shipments. Although Staff was able to address the lagging deliveries operationally and services to the City were not impacted, that may not always be possible. The ability to purchase materials from alternative vendors would provide Staff with flexibility if the City's deicing material supplies are in short supply, the two low bid vendors are unable to deliver supplies in a timely manner, and the City is unable to adjust services to compensate.

Other deicing salt suppliers that deliver product to the Denver Metro market that most closely match the City's needs include North American Salt Company's "Solar Salt" at \$84 per ton and GMCO Corporation's "Rapid Thaw" at \$113 per ton. Staff believes these products would be effective in the absence of the preferred materials. If the City's stock pile is depleted, Staff would look to these alternative vendors and others to provide materials as required to maintain safe travel conditions for residents and visitors.

These expenditures are within the approved 2015 Public Works and Utilities Street Operations Division budget. If the 2015 budgeted amount of \$380,000 for deicing salt is depleted, additional funding may be required. Staff will make a recommendation to City Council if such a situation should arise.

This purchase helps achieve City Council's strategic plan goal of "Ease of Mobility" by promoting safe travel for residents and visitors throughout the City of Westminster's roadway system.

Respectfully submitted,

J. Brent McFall
City Manager



City Council Meeting
December 22, 2014



SUBJECT: 2014 Ratification of Additional Expenses with Mississippi Lime Company

Prepared By: Stephen Gay, Utilities Operations Manager
Tom Scribner, Water Treatment Superintendent

Recommended City Council Action

Ratify the expenditure of \$2,683 to the previously Council-approved bid award with Mississippi Lime Company for the purchase of hydrated lime, increasing the bid award approval amount to \$ 97,683.

Summary Statement

- On February 10, 2014, City Council authorized Staff to purchase up to \$95,000 worth of hydrated lime from the Mississippi Lime Company over the course of the year as part of the overall water treatment chemical purchases.
- The total cost of chemicals used in 2014 will be \$97,683.
- The additional \$2,683 in expense was incurred as a result of an error with internal chemical purchase tracking procedures.
- As a result of this error, Staff has implemented a process to more accurately track chemical purchases in the future.
- Funds are available within existing budgets for this additional expense.

Expenditure Required: \$2,683

Source of Funds: Utility Fund – Utilities Operations Division– Water Plants Operating Budget

Policy Issue

Should City Council ratify the additional expenditures related to the 2014 bid award to Mississippi Lime Company (Mississippi Lime)?

Alternative

Council could decide not to ratify this additional expense. Staff does not recommend this alternative as the chemicals have already been delivered and the expense has been incurred.

Background Information

Staff uses a number of chemicals to treat the City's water for distribution. One of the chemicals essential to this process is hydrated lime, which is the primary pH adjustment and anti-corrosion chemical utilized at the Semper Water Treatment Facility.

One shipment of hydrated lime was purchased from Mississippi Lime in January based on the bid put out on behalf of the Colorado Multiple Assembly of Procurement Officials (MAPO). Subsequently, Council approved a bid award with Mississippi Lime in February 2014 for an amount not to exceed \$95,000. While Staff tracked the hydrated lime shipments throughout the year, the January purchase was not included in the tracking efforts. As a result, an additional expense was incurred by the City for chemical purchase in the amount of \$2,683, or a 2.8% increase over the authorized amount of \$95,000.

Since realizing this error, Staff has worked to create an internal tracking process to ensure that this does not happen in the future. There are sufficient chemicals in stock to ensure that the City's water is treated properly for distribution for the remainder of 2014. No additional lime shipments will be purchased until January of 2015.

Funds are available within existing budgets for this additional expense.

This expenditure meets Council's Strategic Plan goal of "Excellence in City Services" by changing internal processes to more accurately track chemical purchases and remain in compliance with City procedures.

Respectfully submitted,

J. Brent McFall
City Manager



Agenda Item 8 X

Agenda Memorandum

City Council Meeting
December 22, 2014



SUBJECT: Second Reading of Councillor's Bill No. 40 re Supplemental Appropriation of Federal Grant Funds

Prepared By: David W. Loseman, Assistant City Engineer

Recommended City Council Action

Pass Councillor's Bill No. 40 on second reading appropriating grant monies to be received from the Colorado Department of Transportation (CDOT) for improvements to the intersection of 120th Avenue and Federal Boulevard.

Summary Statement

In September 2010, City Council authorized the submission of an application for a federal grant for improvements to the intersection of 120th Avenue and Federal Boulevard. A total amount of \$3,421,000 in federal funding was awarded for construction costs. Local matching funds of \$1,043,000 are required to secure the federal grant. In addition, CDOT is performing the design of the project and will contribute \$200,000 toward the construction. The design, plan approval and administration of the federal funding is performed by CDOT through an intergovernmental agreement. If Council approves the attached Councillor's Bill No. 40 on second reading, the IGA with CDOT can be approved.

Councillor's Bill No. 40 was approved on first reading on November 24, 2014.

Expenditure Required: \$4,664,000

Source of Funds: Federal Grant Program (\$3,421,000)
CDOT Contribution (\$200,000)
General Capital Improvement Fund – 120th Avenue and Federal Boulevard Project (\$1,043,000)

Respectfully submitted,

J. Brent McFall
City Manager

Attachments: Councillor's Bill

BY AUTHORITY

ORDINANCE NO. **3750**

COUNCILLOR'S BILL NO. **40**

SERIES OF 2014

INTRODUCED BY COUNCILLORS
Seitz - Winter

A BILL

**FOR AN ORDINANCE AMENDING THE 2014 BUDGET OF THE GENERAL CAPITAL
IMPROVEMENT FUND AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM
THE 2014 ESTIMATED REVENUES IN THE FUND**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2014 appropriation for the General Capital Improvement Fund initially appropriated by Ordinance No. 3655 is hereby increased by \$3,421,000. This appropriation is due to the receipt of federal grant funds from the Colorado Department of Transportation for the 120th Avenue and Federal Boulevard Intersection Improvement Project.

Section 2. The \$3,421,000 increase shall be allocated to City Revenue and Expense accounts as described in the City Council Agenda Item 10G, dated November 24, 2014 (a copy of which may be obtained from the City Clerk) increasing City fund budgets as follows:

General Capital Improvement Fund	<u>\$3,421,000</u>
Total	<u>\$3,421,000</u>

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

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED
PUBLISHED this 24th day of November, 2014.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED
this 22nd day of December, 2014

ATTEST:

Mayor

City Clerk



Agenda Memorandum

City Council Meeting
December 22, 2014



SUBJECT: Second Reading of Councillor's Bills No. 41, 42, and 43 re the Annexation, Comprehensive Plan Amendment, and Zoning for the McKay Lake Overlook Property

Prepared By: Walter Patrick, Planner

Recommended City Council Action

1. Pass Councillor's Bill No. 41 on second reading annexing the McKay Lake Overlook Property into the City.
2. Pass Councillor's Bill No. 42 on second reading approving a Comprehensive Plan amendment for the McKay Lake Overlook Property changing the designation from Adams County Estate Residential to City Owned Open Space based on finding that the proposed amendment will be in the public good and that the proposed amendment is in compliance with the overall purpose and intent of the Comprehensive Plan.
3. Pass Councillor's Bill No. 43 on second reading approving a rezoning of the property from Adams County A-1 to City of Westminster Open District (O-1).

Summary Statement

- The McKay Lake Overlook Property consists of about 8.8 acres and is located southeast of 144th Avenue and Zuni Street.
- The property was purchased by the City in 2012 for Open Space purposes.
- These Councillor's Bills were approved on first reading by City Council on December 8, 2014.

Expenditure Required: \$ 0

Source of Funds: N/A

Respectfully submitted,

J. Brent McFall
City Manager

Attachments: Councillor's Bill #41
Councillor's Bill #42 with Exhibits A and B
Councillor's Bill #43 with Exhibits A and B

BY AUTHORITY

ORDINANCE NO. **3751**

COUNCILLOR'S BILL NO. **41**

SERIES OF 2014

INTRODUCED BY COUNCILLORS
Seitz - Baker

A BILL

FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 68 WEST, 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, KNOWN AS THE MCKAY LAKE OVERLOOK PROPERTY

WHEREAS, the City of Westminster is the sole owner of a parcel of land, which parcel is eligible for annexation under the provisions of Sections 31-12-104(a) and 31-12-105, C.R.S.; and

WHEREAS, the property to be annexed is not solely a public street or right-of-way and is therefore eligible to be annexed pursuant to Section 31-12-106(3), C.R.S.;

NOW, THEREFORE, the City of Westminster ordains:

Section 1. That the parcel of land, below described, meets the requirements of Sections 31-12-104(a) and 31-12-105, C.R.S. and annexation of the following described contiguous unincorporated territory, situate, lying and being in the County of Adams, State of Colorado, is hereby accomplished by and to the City of Westminster, State of Colorado:

The McKay Lake Overlook Property:

A parcel of land located in the northwest quarter of section 21, township 1 south, range 68 west of the sixth principal meridian, City of Westminster, County of Adams, State of Colorado more particularly described as follows.

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 1, BARNETT ESTATES AS RECORDED IN FILE NO. 17, MAP NO. 409, RECEPTION NO. C0091433 OF THE RECORDS OF ADAMS COUNTY, COLORADO, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED ON THE ANNEXATION MAP RECORDED UNDER RECEPTION NO. 2010000050690 OF THE RECORDS OF ADAMS COUNTY, COLORADO, THENCE N90°00'00"E, 475.89 FEET ALONG THE NORTHERLY LINE OF SAID LOT 1 AND ALONG THE SOUTHERLY LINE OF THAT TRACT OF LAND DESCRIBED ON ANNEXATION MAP RECORDED UNDER SAID RECEPTION NO. 2010000050690 TO THE NORTHEAST CORNER OF SAID LOT 1, SAID POINT BEING ON THE WESTERLY LINE OF LOT 3, SAID BLOCK 1; THENCE N00°00'25"W, 217.08 FEET ALONG THE WESTERLY LINE OF SAID LOT 3 TO A POINT ON THE SOUTHERLY LINE OF THAT TRACT OF LAND DESCRIBED ON ANNEXATION MAP RECORDED UNDER SAID RECEPTION NO. 2010000050690; THENCE ALONG SAID SOUTHERLY LINE OF THAT TRACT OF LAND DESCRIBED ON ANNEXATION MAP

RECORDED UNDER SAID RECEPTION NO. 2010000050690, THE FOLLOWING SIX (6) COURSES;

1. EASTERLY, 135.57 FEET ALONG A CURVE CONCAVE TO THE NORTH, THE ARC OF SAID CURVE HAVING A RADIUS OF 991.50 FEET, A CENTRAL ANGLE OF 07°50'03' AND BEING SUBTENDED BY A CHORD THAT BEARS S85°45'00E, 135.46 FEET;
2. S89°40'01"E, 100.40 FEET;
3. S00°20'00"W, 32.50 FEET;
4. S89°40'01"E, 82.88 FEET;
5. N00°20'00"E, 32.50 FEET;
6. S89°40'01"E, 8.00 FEET TO THE SOUTHWEST CORNER OF THAT TRACT OF LAND AS DESCRIBED ON THE ANNEXATION MAP RECORDED UNDER RECEPTION NO. 2010000050712 OF THE RECORDS OF ADAMS COUNTY, COLORADO;

THENCE ALONG THE SOUTHERLY LINE OF THAT TRACT OF LAND DESCRIBED ON ANNEXATION MAP RECORDED UNDER SAID RECEPTION NO. 2010000050712, THE FOLLOWING FIVE (5) COURSES;

1. S89°40'01"E, 207.38 FEET;
2. S00°21'43"W, 117.21 FEET;
3. S89°45'28"E, 166.19 FEET;
4. S00°14'33"W, 10.00 FEET;
5. S89°45'26"E, 4.86 FEET TO A POINT ON THE WESTERLY LINE OF THAT TRACT OF LAND DESCRIBED ON ANNEXATION MAP RECORDED IN FILE NO. 18, MAP NO. 460, RECEPTION NO. C0819546 OF THE RECORDS OF ADAMS COUNTY, COLORADO;

THENCE ALONG THE WESTERLY LINE OF THAT TRACT OF LAND DESCRIBED ON ANNEXATION MAP RECORDED UNDER SAID FILE NO. 18, MAP NO. 460, RECEPTION NO. C0819546, THE FOLLOWING THREE (3) COURSES;

1. S35°35'35"W, 31.73 FEET;
2. S11°15'03"W, 117.20 FEET;
3. S24°05'35"W, 115.35 FEET TO A POINT ON THE SOUTHERLY LINE EXTENDED EASTERLY OF LOT 3, BLOCK 1, SAID BARNETT ESTATES;

THENCE S85°35'36"W, 605.30 FEET ALONG SAID SOUTHERLY LINE EXTENDED EASTERLY AND ALONG THE SOUTHERLY LINE OF SAID LOT 3 TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE N04°36'24"W, 155.21 FEET ALONG THE WESTERLY LINE OF SAID LOT 3 TO THE NORTHEAST CORNER OF LOT 2, BLOCK 1, SAID BARNETT ESTATES; THENCE S85°23'36"W, 254.32 FEET ALONG THE NORTHERLY LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE S04°36'24"E, 387.64 FEET ALONG THE WESTERLY LINE OF

SAID LOT 2 TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE S75°33'36"W, 262.58 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 1 TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE N00°07'36"E, 533.35 FEET ALONG THE WESTERLY LINE OF SAID LOT 1 TO THE TRUE POINT OF BEGINNING. AREA = 8.756 ACRES, MORE OR LESS

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 8th day of December, 2014.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 22nd day of December, 2014.

ATTEST:

Mayor

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney's Office

BY AUTHORITY

ORDINANCE NO. **3752**

COUNCILLOR'S BILL NO. **42**

SERIES OF 2014

INTRODUCED BY COUNCILLORS
Seitz - Baker

A BILL

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

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

a. That the City has initiated an amendment to the Westminster Comprehensive Plan, pursuant to W.M.C. §11-4-16(D), for the properties described in attached Exhibit A, incorporated herein by reference, requesting a change in the land use designations from "Unincorporated Adams County Estate Residential" to "City-Owned Open Space" for the 8.8 acre parcel generally located south of 144th Avenue and east of Zuni Street.

b. That such amendment has been referred to the Planning Commission, which body held a public hearing thereon on November 11, 2014 after notice complying with W.M.C. §11-4-16(B) and has recommended approval of the requested amendment.

c. That notice of the public hearing before Council has been provided in compliance with W.M.C. §11-4-16(D).

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

e. That the requested amendment will further the public good and will be in compliance with the overall purpose and intent of the Comprehensive Plan, particularly the policy that encourages enhancing and funding the City's Open Space properties to provide unfettered public access while preserving the environmental and wildlife integrity of the property.

Section 2. The City Council approves the requested amendment and authorizes City Staff to make the necessary changes to the map and text of the Westminster Comprehensive Plan to change the designation(s) of the property more particularly described on attached Exhibit A, to "City- Owned Open Space", as depicted on the map attached as Exhibit B.

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

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 8th day of December, 2014.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 22nd day of December, 2014.

Mayor

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney's Office

EXHIBIT A

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE NW1/4 OF SECTION 21, T1S, R68W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 1, BARNETT ESTATES AS RECORDED IN FILE NO. 17, MAP NO. 409, RECEPTION NO. C0091433 OF THE RECORDS OF ADAMS COUNTY, COLORADO, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED ON THE ANNEXATION MAP RECORDED UNDER RECEPTION NO. 2010000050690 OF THE RECORDS OF ADAMS COUNTY, COLORADO, THENCE N90°00'00"E, 475.89 FEET ALONG THE NORTHERLY LINE OF SAID LOT 1 AND ALONG THE SOUTHERLY LINE OF THAT TRACT OF LAND DESCRIBED ON ANNEXATION MAP RECORDED UNDER SAID RECEPTION NO. 2010000050690 TO THE NORTHEAST CORNER OF SAID LOT 1, SAID POINT BEING ON THE WESTERLY LINE OF LOT 3, SAID BLOCK 1; THENCE N00°00'25"W, 217.08 FEET ALONG THE WESTERLY LINE OF SAID LOT 3 TO A POINT ON THE SOUTHERLY LINE OF THAT TRACT OF LAND DESCRIBED ON ANNEXATION MAP RECORDED UNDER SAID RECEPTION NO. 2010000050690; THENCE ALONG SAID SOUTHERLY LINE OF THAT TRACT OF LAND DESCRIBED ON ANNEXATION MAP RECORDED UNDER SAID RECEPTION NO. 2010000050690, THE FOLLOWING SIX (6) COURSES;

1. EASTERLY, 135.57 FEET ALONG A CURVE CONCAVE TO THE NORTH, THE ARC OF SAID CURVE HAVING A RADIUS OF 991.50 FEET, A CENTRAL ANGLE OF 07°50'03" AND BEING SUBTENDED BY A CHORD THAT BEARS S85°45'00"E, 135.46 FEET;
2. S89°40'01"E, 100.40 FEET;
3. S00°20'00"W, 32.50 FEET;
4. S89°40'01"E, 82.88 FEET;
5. N00°20'00"E, 32.50 FEET;
6. S89°40'01"E, 8.00 FEET TO THE SOUTHWEST CORNER OF THAT TRACT OF LAND AS DESCRIBED ON THE ANNEXATION MAP RECORDED UNDER RECEPTION NO. 2010000050712 OF THE RECORDS OF ADAMS COUNTY, COLORADO;

THENCE ALONG THE SOUTHERLY LINE OF THAT TRACT OF LAND DESCRIBED ON ANNEXATION MAP RECORDED UNDER SAID RECEPTION NO. 2010000050712, THE FOLLOWING FIVE (5) COURSES;

1. S89°40'01"E, 207.38 FEET;
2. S00°21'43"W, 117.21 FEET;
3. S89°45'28"E, 166.19 FEET;

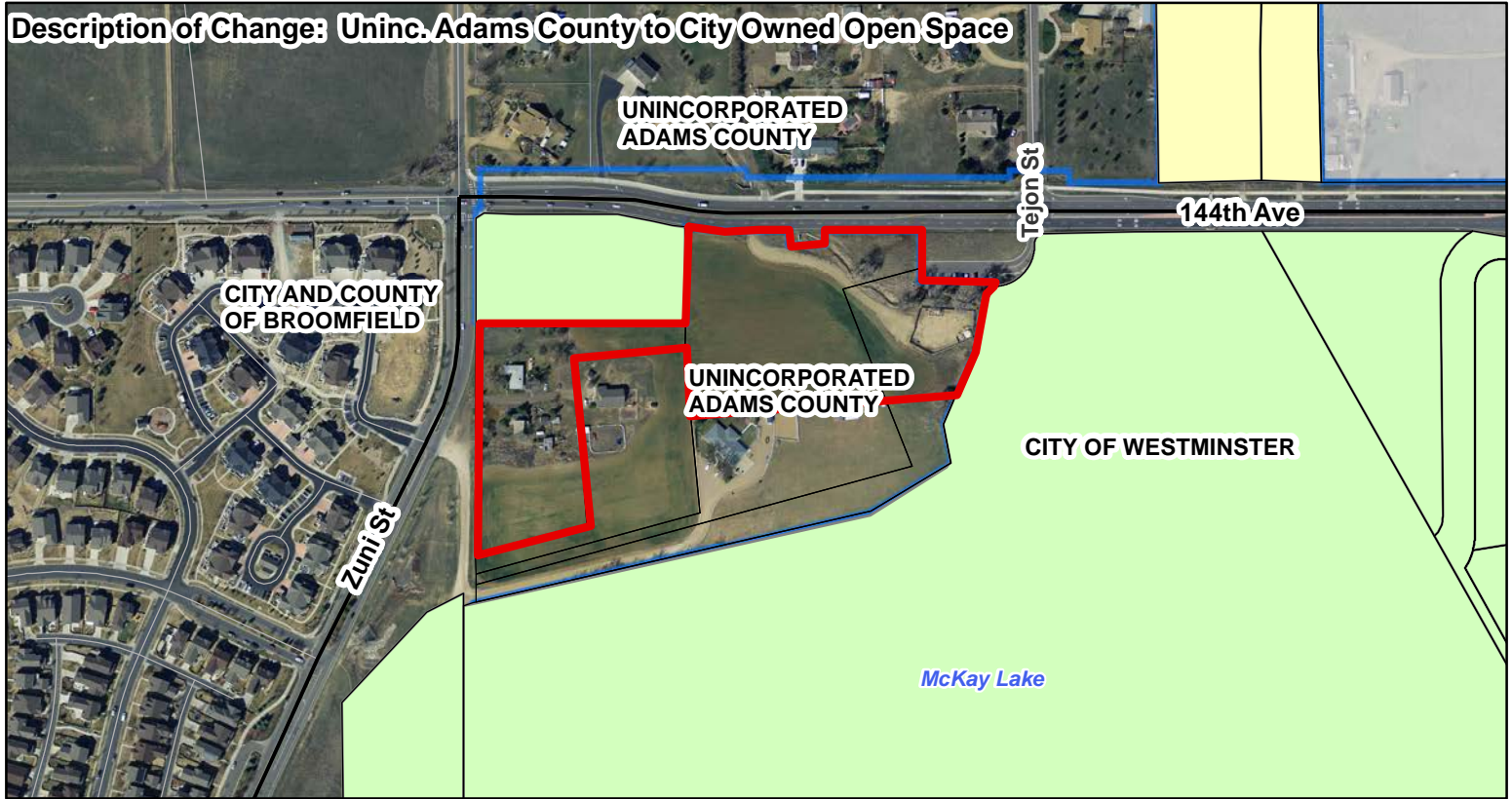
4. S00°14'33"W, 10.00 FEET;
5. S89°45'26"E, 4.86 FEET TO A POINT ON THE WESTERLY LINE OF THAT TRACT OF LAND DESCRIBED ON ANNEXATION MAP RECORDED IN FILE NO. 18, MAP NO. 460, RECEPTION NO. C0819546 OF THE RECORDS OF ADAMS COUNTY, COLORADO;

THENCE ALONG THE WESTERLY LINE OF THAT TRACT OF LAND DESCRIBED ON ANNEXATION MAP RECORDED UNDER SAID FILE NO. 18, MAP NO. 460, RECEPTION NO. C0819546, THE FOLLOWING THREE (3) COURSES;

1. S35°35'35"W, 31.73 FEET;
2. S11°15'03"W, 117.20 FEET;
3. S24°05'35"W, 115.35 FEET TO A POINT ON THE SOUTHERLY LINE EXTENDED EASTERLY OF LOT 3, BLOCK 1, SAID BARNETT ESTATES;

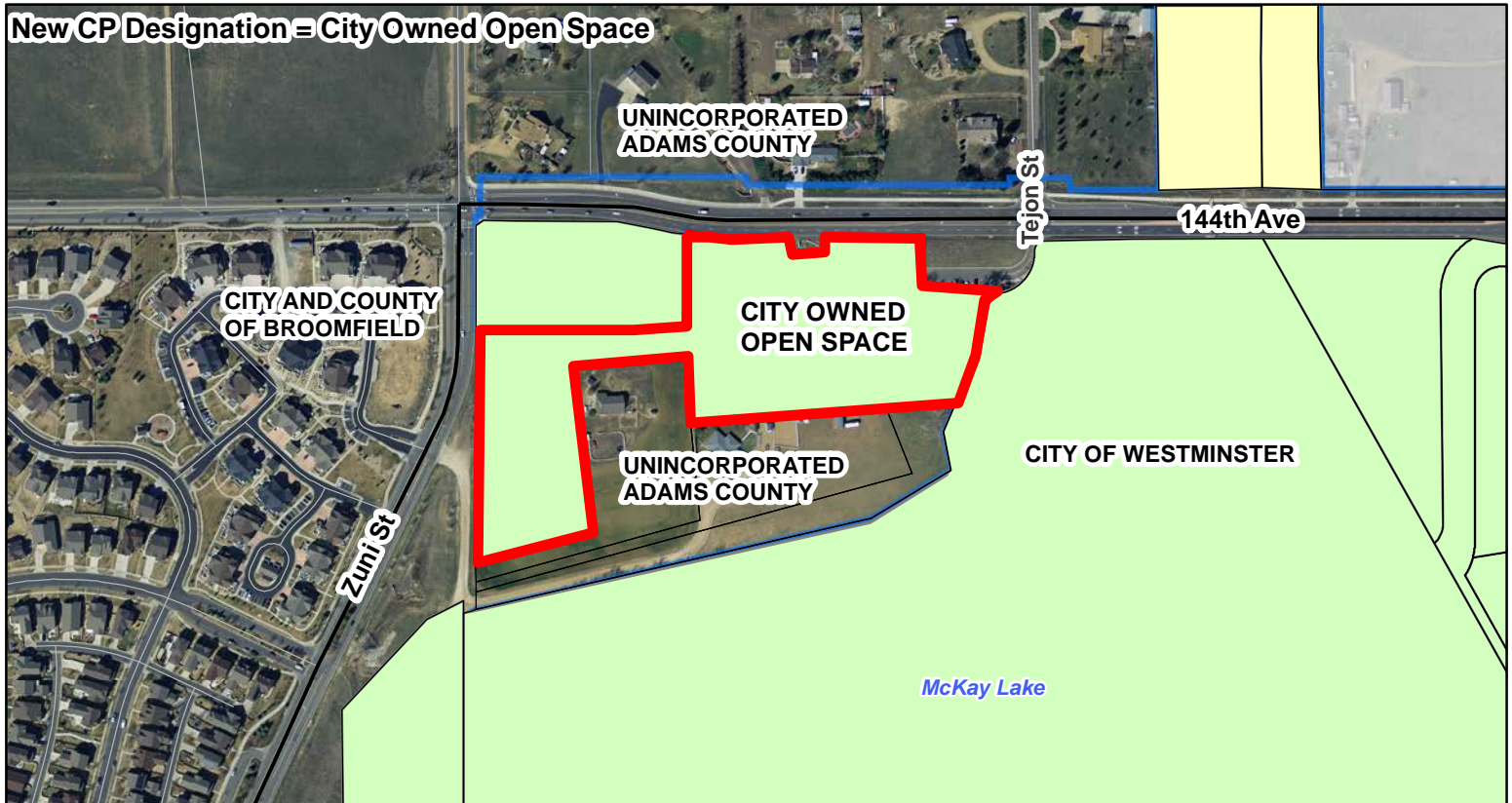
THENCE S85°35'36"W, 605.30 FEET ALONG SAID SOUTHERLY LINE EXTENDED EASTERLY AND ALONG THE SOUTHERLY LINE OF SAID LOT 3 TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE N04°36'24"W, 155.21 FEET ALONG THE WESTERLY LINE OF SAID LOT 3 TO THE NORTHEAST CORNER OF LOT 2, BLOCK 1, SAID BARNETT ESTATES; THENCE S85°23'36"W, 254.32 FEET ALONG THE NORTHERLY LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE S04°36'24"E, 387.64 FEET ALONG THE WESTERLY LINE OF SAID LOT 2 TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE S75°33'36"W, 262.58 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 1 TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE N00°07'36"E, 533.35 FEET ALONG THE WESTERLY LINE OF SAID LOT 1 TO THE TRUE POINT OF BEGINNING.
AREA = 8.756 ACRES, MORE OR LESS

Description of Change: Uninc. Adams County to City Owned Open Space



R-1	R-36	Office	Private Park / Private Open Space
R-2.5	TMUND	Office/RD Low	Golf Courses
R-3.5	Mixed Use	Office/RD High	Public/Quasi Public
R-5	Mixed Use Center	Flex/Light Industrial	Major Creek Corridor
R-8	Retail Commercial	City Open Space	RxR ROW
R-18	Service Commercial	Public Parks	

New CP Designation = City Owned Open Space



BY AUTHORITY

ORDINANCE NO. **3753**

COUNCILLOR'S BILL NO. **43**

SERIES OF 2014

INTRODUCED BY COUNCILLORS
Seitz - Baker

A BILL

FOR AN ORDINANCE AMENDING THE ZONING OF
THE MCKAY LAKE OVERLOOK PROPERTY, AN 8.756 ACRE PARCEL GENERALLY
LOCATED ON THE SOUTH SIDE OF 144TH AVENUE AT ZUNI STREET, ADAMS COUNTY,
COLORADO FROM A-1 (ADAMS COUNTY) TO O-1.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

a. That a rezoning of the property generally located south of 144TH Avenue at Zuni Street, as described in attached Exhibit A, incorporated herein by reference, from the Adams County A-1 zone to an O-1 zone is desirable because:

1. The current zoning is inconsistent with one or more of the goals or objectives of the City's Comprehensive Plan.

b. That the notice requirements of W.M.C. §11-5-13 have been met.

c. That such rezoning has been referred to the Planning Commission, which body held a public hearing thereon on November 11, 2014 and has recommended approval of the requested amendment.

d. That Council has completed a public hearing on the requested zoning pursuant to the provisions of Chapter 5 of Title XI of the Westminster Municipal Code and has considered the criteria in W.M.C. §11-5-3.

e. That based on the evidence produced at the public hearing, a rezoning to the proposed O-1 zoning complies with all requirements of Westminster Municipal Code, including, but not limited to, the provisions of W.M.C. §11-4-3, requiring compliance with the Comprehensive Plan, and the criteria of W.M.C. §11-5-3.

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 Adams County A-1 zoning district to the O-1 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 8th day of December, 2014.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED
this 22nd day of December, 2014.

Mayor

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney's Office

EXHIBIT A

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE NW1/4 OF SECTION 21, T1S, R68W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 1, BARNETT ESTATES AS RECORDED IN FILE NO. 17, MAP NO. 409, RECEPTION NO. C0091433 OF THE RECORDS OF ADAMS COUNTY, COLORADO, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED ON THE ANNEXATION MAP RECORDED UNDER RECEPTION NO. 2010000050690 OF THE RECORDS OF ADAMS COUNTY, COLORADO, THENCE N90°00'00"E, 475.89 FEET ALONG THE NORTHERLY LINE OF SAID LOT 1 AND ALONG THE SOUTHERLY LINE OF THAT TRACT OF LAND DESCRIBED ON ANNEXATION MAP RECORDED UNDER SAID RECEPTION NO. 2010000050690 TO THE NORTHEAST CORNER OF SAID LOT 1, SAID POINT BEING ON THE WESTERLY LINE OF LOT 3, SAID BLOCK 1; THENCE N00°00'25"W, 217.08 FEET ALONG THE WESTERLY LINE OF SAID LOT 3 TO A POINT ON THE SOUTHERLY LINE OF THAT TRACT OF LAND DESCRIBED ON ANNEXATION MAP RECORDED UNDER SAID RECEPTION NO. 2010000050690; THENCE ALONG SAID SOUTHERLY LINE OF THAT TRACT OF LAND DESCRIBED ON ANNEXATION MAP RECORDED UNDER SAID RECEPTION NO. 2010000050690, THE FOLLOWING SIX (6) COURSES;

1. EASTERLY, 135.57 FEET ALONG A CURVE CONCAVE TO THE NORTH, THE ARC OF SAID CURVE HAVING A RADIUS OF 991.50 FEET, A CENTRAL ANGLE OF 07°50'03" AND BEING SUBTENDED BY A CHORD THAT BEARS S85°45'00"E, 135.46 FEET;
2. S89°40'01"E, 100.40 FEET;
3. S00°20'00"W, 32.50 FEET;
4. S89°40'01"E, 82.88 FEET;
5. N00°20'00"E, 32.50 FEET;
6. S89°40'01"E, 8.00 FEET TO THE SOUTHWEST CORNER OF THAT TRACT OF LAND AS DESCRIBED ON THE ANNEXATION MAP RECORDED UNDER RECEPTION NO. 2010000050712 OF THE RECORDS OF ADAMS COUNTY, COLORADO;

THENCE ALONG THE SOUTHERLY LINE OF THAT TRACT OF LAND DESCRIBED ON ANNEXATION MAP RECORDED UNDER SAID RECEPTION NO. 2010000050712, THE FOLLOWING FIVE (5) COURSES;

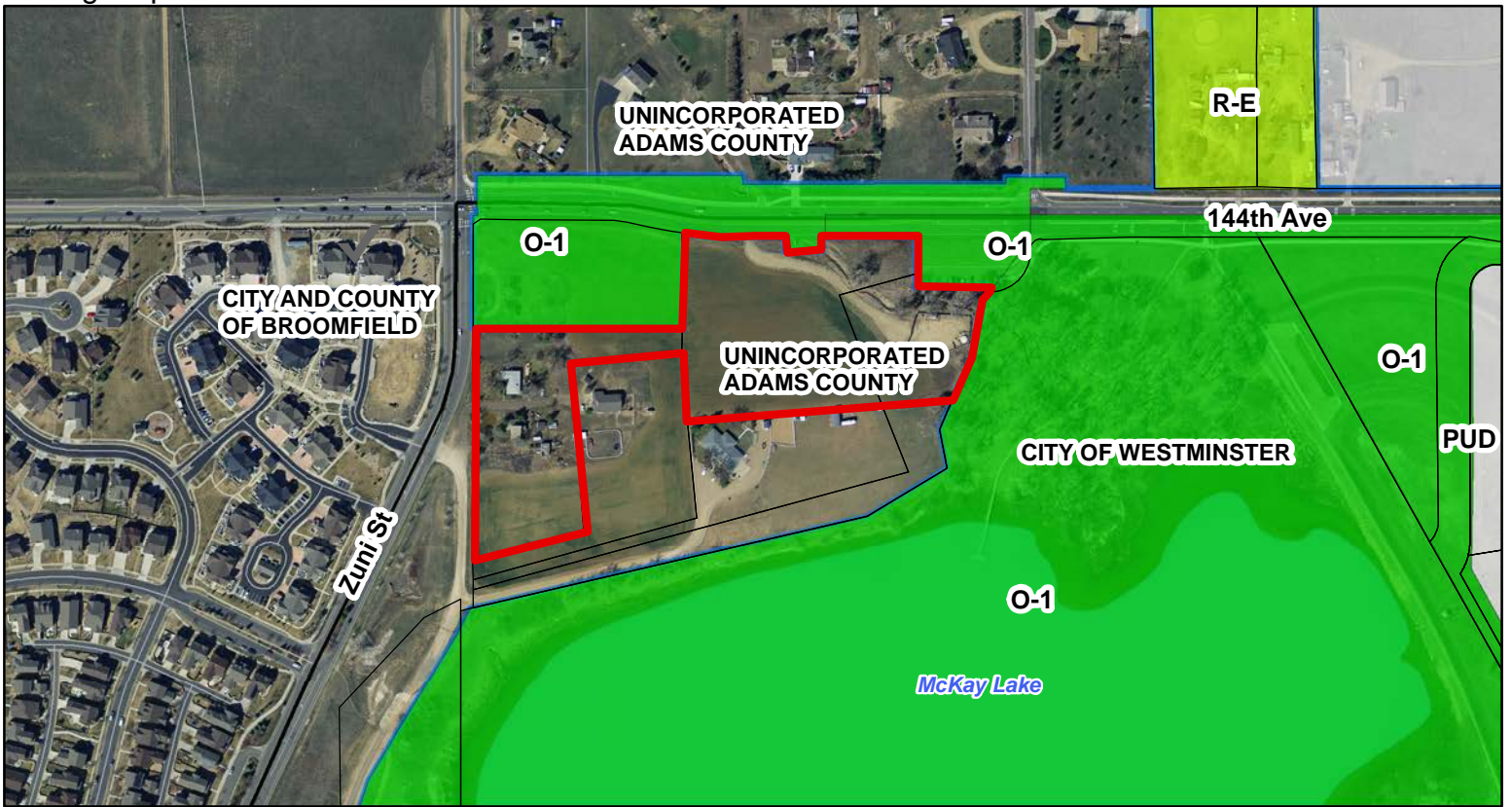
1. S89°40'01"E, 207.38 FEET;
2. S00°21'43"W, 117.21 FEET;
3. S89°45'28"E, 166.19 FEET;

4. S00°14'33"W, 10.00 FEET;
5. S89°45'26"E, 4.86 FEET TO A POINT ON THE WESTERLY LINE OF THAT TRACT OF LAND DESCRIBED ON ANNEXATION MAP RECORDED IN FILE NO. 18, MAP NO. 460, RECEPTION NO. C0819546 OF THE RECORDS OF ADAMS COUNTY, COLORADO;














THENCE ALONG THE WESTERLY LINE OF THAT TRACT OF LAND DESCRIBED ON ANNEXATION MAP RECORDED UNDER SAID FILE NO. 18, MAP NO. 460, RECEPTION NO. C0819546, THE FOLLOWING THREE (3) COURSES;

1. S35°35'35"W, 31.73 FEET;
2. S11°15'03"W, 117.20 FEET;
3. S24°05'35"W, 115.35 FEET TO A POINT ON THE SOUTHERLY LINE EXTENDED EASTERLY OF LOT 3, BLOCK 1, SAID BARNETT ESTATES;

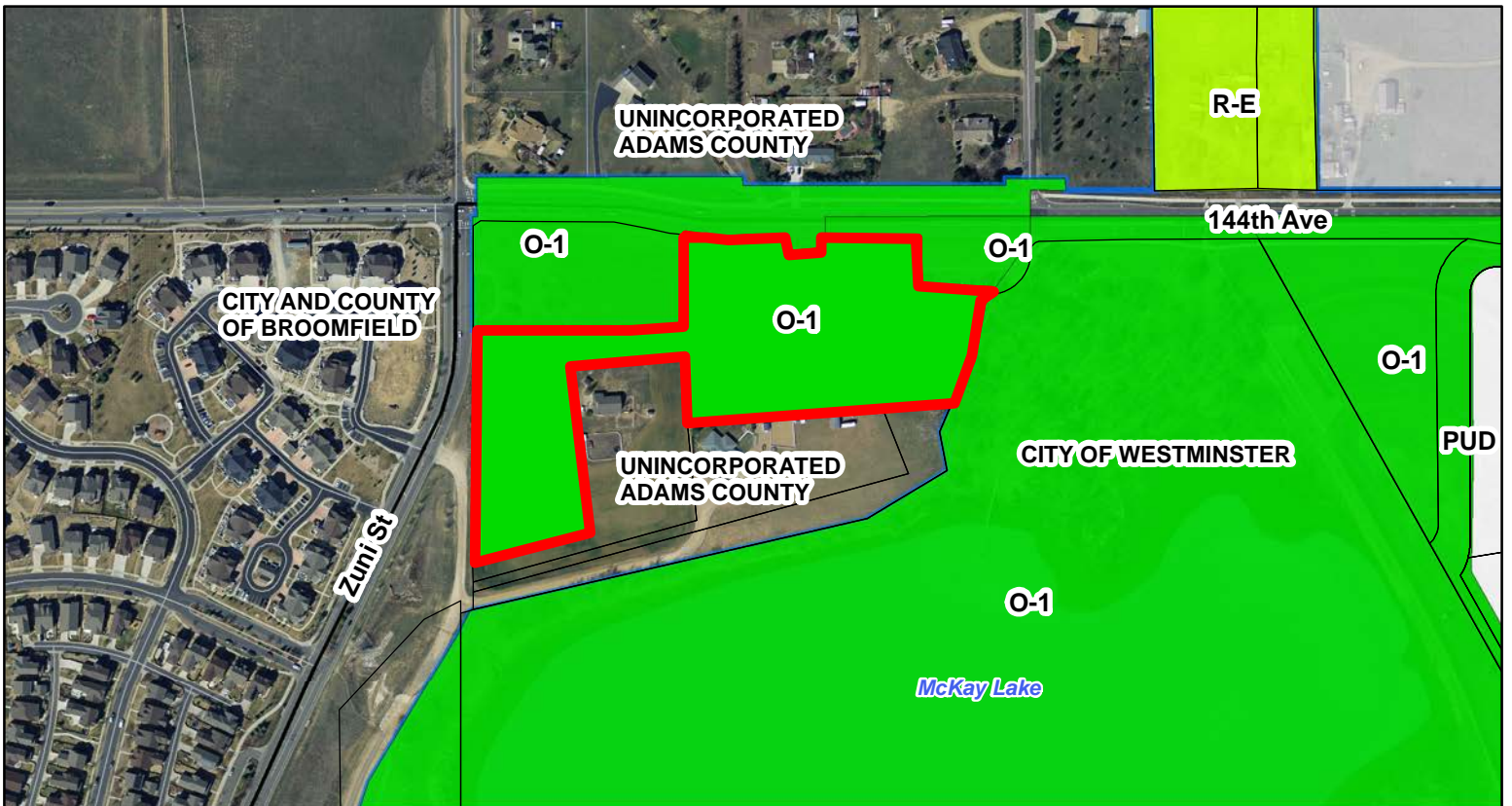
THENCE S85°35'36"W, 605.30 FEET ALONG SAID SOUTHERLY LINE EXTENDED EASTERLY AND ALONG THE SOUTHERLY LINE OF SAID LOT 3 TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE N04°36'24"W, 155.21 FEET ALONG THE WESTERLY LINE OF SAID LOT 3 TO THE NORTHEAST CORNER OF LOT 2, BLOCK 1, SAID BARNETT ESTATES; THENCE S85°23'36"W, 254.32 FEET ALONG THE NORTHERLY LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE S04°36'24"E, 387.64 FEET ALONG THE WESTERLY LINE OF SAID LOT 2 TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE S75°33'36"W, 262.58 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 1 TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE N00°07'36"E, 533.35 FEET ALONG THE WESTERLY LINE OF SAID LOT 1 TO THE TRUE POINT OF BEGINNING.
AREA = 8.756 ACRES, MORE OR LESS



Description of Change: Uninc. Adams County to O-1

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

New Zoning Designation = O-1





Agenda Memorandum

City Council Meeting
December 22, 2014



SUBJECT: Second Reading of Councillor's Bill No. 44 re Revisions to the Purchasing Code, Title XV, Chapter 1, W.M.C.

Prepared By: Hilary Graham, Deputy City Attorney
Joe Lachermeier, Purchasing Officer
Gary Newcomb, Accountant
Barbara Opie, Assistant City Manager

Recommended City Council Action:

Pass Councillor's Bill No. 44 on second reading making minor clean-up revisions to Title XV, Chapter 1, of the Westminster Municipal Code concerning Purchasing Procedures.

Summary Statement

- Title XV, Chapter 1, of the W.M.C. guides contracting and purchasing procedures for commodities and services bought by the City of Westminster. Per the City Charter, the City Council establishes the parameters for the purchase of goods and services, including how and when purchasing authority is delegated by Council to the City Manager for previously budgeted expenditures.
- In September of 2013, significant revisions to these procedures were adopted with the passage of Councillor's Bill No. 32. Most notably, the City Manager's purchasing authorization level was increased at that time to \$75,000.
- Those changes took effect on January 1, 2014. Given the opportunity to apply and use the new Code provisions for most of this year, a few areas that need clean-up have come to Staff's attention. The proposed ordinance would enact those few clean-up items without significantly amending the work that was done in 2013.
- This Councillor's Bill was passed on first reading on December 8, 2014.

Expenditure Required: \$ 0

Source of Funds: N/A

Respectfully submitted,

J. Brent McFall
City Manager

Attachment - Ordinance

BY AUTHORITY

ORDINANCE NO. **3754**

COUNCILLOR'S BILL NO. **44**

SERIES OF 2014

INTRODUCED BY COUNCILLORS
Briggs - Winter

A BILL

FOR AN ORDINANCE AMENDING TITLE XV, CHAPTER 1, OF THE WESTMINSTER
MUNICIPAL CODE CONCERNING PURCHASING PROCEDURES

THE CITY OF WESTMINSTER ORDAINS:

Section 1. Section 15-1-2, W.M.C., is hereby AMENDED to read as follows:

15-1-2: GENERAL REQUIREMENTS:

- (A) Every purchase agreement shall be evidenced by a written contract or by a purchase order.
- (B) A purchase agreement for materials, equipment, supplies or professional services to be provided on an ongoing basis shall contain a maximum amount payable under the agreement or a termination date for the agreement.
- (C) A purchase agreement in an amount that does not exceed the City Manager's purchasing authority, hereby set at seventy-five thousand dollars (\$75,000) or less per fiscal year, may be approved by the City Manager without separate Council action.
- (D) Before any purchase agreement in an amount that exceeds seventy-five thousand dollars (\$75,000) is executed, the City Manager shall certify that an appropriation has been made or that other sufficient funds, such as bond proceeds, special assessments, or matching funds, will be available to pay the amounts required in the purchase agreement. This subsection shall not apply to an individual agreement of employment with an employee or officer of the City.
- (E) No purchase agreement may be entered into with any person, firm or corporation in default to the City.
- (F) CITY COUNCIL REVIEW: Every purchase agreement in an amount that exceeds seventy-five thousand dollars (\$75,000) in one (1) fiscal year, regardless of form, shall be presented to City Council so that Council may approve the authorized expenditure. However, the purchase of utilities, postage, or employee services need not be approved by express action, but shall be considered an authorized expenditure if the budget appropriation has been approved.
- (G) CITY ATTORNEY REVIEW: Every purchase agreement, ~~excluding purchase orders,~~ shall be ~~submitted to the City Attorney and approved as to legal form and content by the City Attorney~~ before it is executed. This subsection shall not apply to an individual agreement of employment with an employee or officer of the City.

Section 2. Section 15-1-4, W.M.C., is hereby AMENDED to read as follows:

15-1-4: FORMAL BIDDING REQUIRED:

(A) Formal bidding procedures shall be followed when the amount of a purchase agreement exceeds fifty thousand dollars (\$50,000), unless:

(1) City Council determines by unanimous resolution of those present at the meeting that the public interest will be best served by joint purchase with or from another unit of government; or

(2) City Council determines, upon recommendation of the City Manager, that the public interest will be best served by negotiated contract with a single vendor or contractor.

~~(2)(3)~~ The expenditure is the purchase of utilities, postage, or employee services; the expenditure is part of an intergovernmental agreement; or the expenditure is dues for membership in a professional organization for which there is no competitive alternative.

(B) When the amount of the purchase agreement does not exceed fifty thousand dollars (\$50,000), formal bidding is not required and the procedures in Section 15-1-6, W.M.C., for comparative price quotes apply.

(C) Formal bids must be obtained every three (3) years, except with permission from the City Manager.

(D) In case of emergency affecting the public peace, health or safety, City Council may waive all requirements for formal bidding. In such cases, the City Manager may direct the appropriate department head to procure emergency needs by informal, open-market procedures, at no more than commercial prices, as expeditiously as possible. The City Manager shall present a full report of the circumstances necessitating the emergency action at the next City Council meeting.

Section 3. Section 15-1-6, W.M.C., is hereby AMENDED to read as follows:

15-1-6: COMPARATIVE PRICE QUOTATIONS:

(A) When the amount of a purchase agreement does not exceed fifty thousand dollars (\$50,000), comparative price quotes given by telephone, in person, or in writing from at least three (3) vendors or contractors will be required, unless:

(1) The City Manager determines that the public interest would be best served by negotiated contract with a single vendor or contractor or by joint purchase with or from another unit of government; or

(2) The City Manager determines that the public interest would be best served by obtaining the goods or services through the formal bidding process.

(B) Comparative price quotes must be obtained every three (3) years, except with permission from the City Manager.

Section 4. Section 15-1-7, W.M.C., is hereby AMENDED to read as follows:

15-1-7: AMENDMENTS TO PURCHASE AGREEMENTS:

(A) The City Manager shall have authority to approve an amendment to a purchase agreement when the original purchase agreement combined with the amendment does not exceed seventy-five thousand dollars (\$75,000) per fiscal year or when the amendment does not cause the purchase agreement to exceed

City Council's authorized expenditure for the purchase agreement. Even when no Council approval is required, change orders to construction purchase agreements must be reported to City Council.

(B) All other amendments to a purchase agreement previously approved by City Council shall be approved or ratified by City Council.

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 8th day of December, 2014.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 22nd day of December, 2014.

ATTEST:

City Clerk

Mayor

APPROVED AS TO LEGAL FORM:

City Attorney



Agenda Item 8 CC

Agenda Memorandum

City Council Meeting
December 22, 2014



SUBJECT: Second Reading of Councillor's Bill No. 45 Vacating 91st Avenue within Westminster Center Urban Reinvestment Project Boundaries

Prepared By: David W. Loseman, Assistant City Engineer

Recommended Board Action

Pass Councillor's Bill No. 45 on second reading vacating the existing 91st Avenue right-of-way within the Westminster Center Urban Reinvestment Project boundary.

Summary Statement

- The Westminster Center Urban Reinvestment Project (WURP), formerly the home of the Westminster Mall, is bounded by Sheridan Boulevard, 88th Avenue, Harlan Street and 92nd Avenue and is in the early stages of being redeveloped.
- In 1986, the Westminster Mall was expanded, and a portion of the right-of-way for 91st Avenue was vacated in order to accommodate that expansion. In order to replat the WURP property, it is now necessary to vacate a remnant piece of that 91st Avenue right-of-way that still exists adjacent to the old Benton Street right-of-way. This vacation is necessary so that this right-of-way will not encumber any of the new blocks that will be developed.
- All utilities located within this right-of-way are either no longer in use or will be relocated when the new roads for the project are constructed.
- Councillor's Bill No. 46 was passed by City Council on first reading on December 8, 2014.

Expenditure Required: \$0

Source of Funds: N/A

Respectfully submitted,

J. Brent McFall
City Manager

Attachments - Councillor's Bill

BY AUTHORITY

ORDINANCE NO. **3755**

COUNCILLOR'S BILL NO. **46**

SERIES OF 2014

INTRODUCED BY COUNCILLORS
Pinter - Briggs

**A BILL
FOR AN ORDINANCE VACATING 91ST AVENUE RIGHT-OF-WAY WITHIN THE
WESTMINSTER CENTER REINVESTMENT PROJECT**

WHEREAS, the Westminster Economic Development Authority, the owner of property bounded by 92nd Avenue, Sheridan Boulevard, 88th Avenue and Harlan Street and specifically described the Westminster Center Reinvestment Project, has requested the City vacate the 91st Avenue right-of-way; and

WHEREAS, the City Council finds that all requirements for roadway vacation contained in the Westminster Municipal Code and applicable state statutes have been met.

NOW, THEREFORE, THE CITY OF WESTMINSTER ORDAINS:

Section 1. City Council determines that no present or future public access need exists for the area proposed for vacation.

Section 2. The area described in Exhibit A, attached hereto and incorporated herein by this reference, is hereby vacated, pursuant to section 43-2-303(3), C.R.S..

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

Section 4. This ordinance shall be published in full within ten days after its enactment.

INTRODUCED, PASSED ON FIRST READING AND TITLE AND PURPOSE ORDERED PUBLISHED this 8th day of December, 2014.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 22nd day of December, 2014.

Mayor

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney's Office



Agenda Memorandum

City Council Meeting
December 22, 2014



SUBJECT: Second Reading of Councillor’s Bill No. 46 re Rocky Mountain High Intensity Drug Trafficking Area Grant Supplemental Appropriation

Prepared By: Lee Birk, Chief of Police
Todd Reeves, Police Commander
Karen Creager, Special District Accountant

Recommended City Council Action

Pass Councillor’s Bill No. 46 on second reading appropriating grant monies to be received from the 2015 Rocky Mountain High Intensity Drug Trafficking Area (RMHIDTA) Grant to the 2015 General Fund budget.

Summary Statement

- In 1991, through an Intergovernmental Mutual Aid Agreement, the City of Westminster, including the Jefferson County portion of Westminster, along with Adams County, the City and County of Broomfield and the municipalities of Brighton, Commerce City, Federal Heights, Northglenn and Thornton (“Parties”), established the North Metro Task Force (NMTF); a multijurisdictional drug task force.
- On October 1, 2014, the City became the Host Agency for the NMTF. As Host Agency, the City is responsible for the administration of the NMTF program, which includes management of grants.
- Funding for the NMTF includes an annual contribution based on population from each of the Parties, Federal/State Forfeiture funds, and grants. RMHIDTA requires the Host Agency to receive and administer the grant.
- A grant application was submitted on February 11, 2014 through the City of Thornton, who was the Host Agency at that time. The grant has since been transferred to the Westminster Police Department.
- A notification of the grant award amount of \$324,768 was received on June 23, 2014 for 2015.
- This bill was passed on first reading by City Council on December 8, 2014.

Expenditure Required: \$324,768 in 2015

Source of Funds: Rocky Mountain High Intensity Drug Trafficking Area Grant

Respectfully submitted,

J. Brent McFall
City Manager

Attachment: Ordinance

BY AUTHORITY

ORDINANCE NO. **3756**

COUNCILLOR'S BILL NO. **46**

SERIES OF 2014

INTRODUCED BY COUNCILLORS
Garcia - Winter

**A BILL
FOR AN ORDINANCE AMENDING THE 2015 BUDGET OF THE GENERAL FUND AND
AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2015 ESTIMATED
REVENUES IN THE FUND**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2015 appropriation for the General Fund initially appropriated by Ordinance No. 3737 is hereby increased by \$324,768. This appropriation is due to the receipt of federal grant funds from the Rocky Mountain High Intensity Drug Trafficking Area Grant for the continued operation of the North Metro Task Force.

Section 2. The \$324,768 increase shall be allocated to City Revenue and Expense accounts as described in the City Council Agenda Item 10 G-I, dated December 8, 2014 (a copy of which may be obtained from the City Clerk) increasing City fund budgets as follows:

General Fund	<u>\$324,768</u>
Total	<u>\$324,768</u>

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

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED
PUBLISHED this 8th day of December, 2014.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED
this 22nd day of December, 2014

ATTEST:

Mayor

City Clerk



Agenda Memorandum

City Council Meeting
December 22, 2014



SUBJECT: Councillor's Bill No. 47 re Amending the Water and Wastewater Utility Enterprise to include the Stormwater Utility

PREPARED BY: Tammy Hitchens, Finance Director
Robert Byerhof, Treasury Manager

Recommended City Council Action:

Pass Councillor's Bill No. 47 on first reading amending the Water and Wastewater Utility Enterprise to include the Stormwater Utility.

Summary Statement

- The City of Westminster (the "City") adopted Ordinance No. 2264 in 1994, establishing its Water and Wastewater Utility Enterprise.
- The City currently operates its Stormwater Utility as an enterprise of the City, within the meaning of Article X, Section 20 of the Colorado Constitution (TABOR).
- The provision of stormwater services and facilities constitutes and shall constitute a stormwater enterprise pursuant to TABOR.
- The Enterprise Ordinance needs to be amended and restated to combine and include its Stormwater Utility system as part of the Enterprise.
- City Council was presented with information at the December 15, 2014 study session regarding road and drainage improvements required on the south side of the Westminster rail station and given the magnitude of the improvements, the funding challenges.
- An Intergovernmental Agreement (IGA) with Adams County outlines the County's commitment to contribute \$4,566,110 towards the project; however, the funding will be structured with \$456,611 annual payments over a ten year period from 2015 through 2024.
- Finance investigated short-term financing solutions to the funding issue and through a competitive bid process, will recommend that UMB Bank, n.a (Bank) be chosen to structure a 5-year private placement bond.
- In order to secure financing with the Bank, Council is requested to approve the attached ordinance amending Water and Wastewater Utility Enterprise to include its Stormwater Utility as defined within the meaning of Article X, Section 20 of the Colorado Constitution ("TABOR").

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

Should the City Council adopt Councillor’s Bill No. 47 Amending the Water and Wastewater Utility Enterprise to include its Stormwater Utility as defined within the meaning of Article X, Section 20 of the Colorado Constitution (“TABOR”)?

Alternative

Do not adopt Councillor’s Bill No. 47. This alternative is not recommended. In order to obtain the financing to complete the stormwater improvements required in conjunction with development of the Westminster Station, adoption of the ordinance is necessary.

Background Information

City Council was presented with information at the December 15, 2014, study session regarding road and drainage improvements required on the south side of the Westminster rail station in addition to the funding challenges given the magnitude of the improvements.

In particular, one of the funding challenges identified was the need to finance a portion of the costs to be paid by Adams County per an IGA. The County has committed \$4,566,110 per the IGA; however, the County needs to structure the commitment in \$456,611 annual payments over a ten-year period from 2015 through 2024.

Finance staff investigated short-term financing solutions to the funding issue presented since Adams County will not be able to fully fund their commitment in a lump sum nor are they willing to obtain their own financing. Adams County is not obligated to fund any of the project; there taking time to get their commitment to fund a portion of the necessary improvements is welcomed, even if we need to obtain financing in order to efficiently complete the storm water project.

Using a competitive bid process, staff evaluated five financing proposals and identified UMB Bank, n.a. as the financial institution with the most favorable terms, including the lowest interest rate. In the process of drafting the financing documents, it was discovered that the Stormwater Fund has not been formally recognized as part of the Utility Enterprise, which would permit it to enter into a financing obligation in accordance with Article X, Section 20 of the Colorado Constitution (TABOR). Up until this point in time, the Stormwater Fund has not had the need to pursue financing and thus, there was no need to formally recognize it as part of the Utility Enterprise.

This action supports the strategic objectives of Proactive Regional Collaboration and a Dynamic, Diverse Economy by fostering the Transportation Oriented Development area of the Westminster Station.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment: Stormwater Councillor’s Bill No. 47, Series of 2014

BY AUTHORITY

ORDINANCE NO.

COUNCILOR'S BILL NO. **47**

SERIES OF 2014

INTRODUCED BY COUNCILORS

A BILL

FOR AN ORDINANCE AMENDING ORDINANCE NO. 2264 OF SERIES 1994 CREATING AND AUTHORIZING THE CITY OF WESTMINSTER, COLORADO, WATER AND WASTEWATER UTILITY ENTERPRISE TO INCLUDE ITS STORMWATER UTILITY, AND FOR THE COMBINED ENTERPRISE TO HAVE AND EXERCISE CERTAIN POWERS IN FURTHERANCE OF ITS PURPOSES.

WHEREAS, the City of Westminster, Colorado (the "City"), has heretofore adopted and approved Ordinance No. 2264, Series of 1994, establishing its Water and Wastewater Utility Enterprise (the "Enterprise Ordinance"); and

WHEREAS, the City currently operates its Stormwater Utility as an enterprise of the City within the meaning of Article X, Section 20 of the Colorado Constitution ("TABOR"); and

WHEREAS, the City Council of the City (the "Council") hereby declares and determines that the provision of stormwater services and facilities constitutes and shall constitute and continue to constitute a stormwater enterprise pursuant to TABOR; and

WHEREAS, the Council has determined and hereby determines that the Enterprise Ordinance be amended to combine and include its Stormwater Utility system as part of the Enterprise; and

WHEREAS, the Council desires to authorize the Enterprise to have and exercise certain powers in furtherance of its purposes.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The Council hereby finds and determines that it has historically provided and will continue to provide stormwater service by means of the Enterprise in conformity with TABOR, the City Charter, the City Municipal Code, and all applicable Colorado law. The Council further recognizes and confirms that the Enterprise be a combined enterprise consisting of the provision of water, wastewater and stormwater services, and that such Enterprise continue to be an "enterprise" within the meaning of TABOR and all other applicable law, and that the Enterprise shall be operated and maintained to exclude its activities from TABOR.

Section 2. The Council shall serve as the governing body of the Enterprise, and the officers of the Council and of the City shall serve as officers of the governing body and the Enterprise. The Mayor of the City shall serve as President of the Enterprise; the City Clerk shall serve as Secretary of the Enterprise; the Finance Director of the City shall serve as Treasurer of the Enterprise; the City Manager shall serve as Manager of the Enterprise; and the City Attorney shall serve as attorney for the Enterprise.

Section 3. The Enterprise shall have and may exercise the following powers: to hold meetings concurrently with regular or special meetings of the Council, to adopt ordinances in the manner in which City ordinances may be adopted, to issue revenue bonds in the manner in which City revenue bonds may be issued without voter approval in advance, to pledge any revenues of the City's water system, wastewater system and/or stormwater utility system (collectively, the "System"), individually or collectively, to the payment of such revenue bonds and to pay such revenue bonds therefrom, to enter into contracts relating to the System in the manner in which City contracts may be entered into, to make representations, warranties and covenants on behalf of the City and to bind the City to perform any obligation relating to the System other than any multiple-fiscal year direct or indirect debt or other financial obligation of the City without adequate present

cash reserves pledged irrevocably and held for payments in all future years.

Section 4. The City shall continue to own the assets of the System, acquire and convey properties constituting part of the System, manage, operate and maintain the System, employ and discharge the officers, managers and employees of the System, keep books and records relating to the System, invest and manage funds, budget and appropriate revenues and expenditures of the System, award and execute contracts and make expenditures relating to the System, fix, adjust and collect water, wastewater and stormwater rates, fees, tolls and charges and tap fees, and prescribe rules and regulations relating to the System. The City may also borrow money, issue bonds or enter into other financial obligations relating to the System as provided in the City Charter and the Constitution of the State of Colorado.

Section 5. Any inconsistency between this Ordinance and the statutes of the State of Colorado is intended. This ordinance is enacted pursuant to Article XX, Section 6 of the Colorado Constitution and to the extent of any such inconsistency, this Ordinance shall supersede such statutes.

Section 6. All action not inconsistent with the provisions of this Ordinance heretofore taken by the City or its officers and otherwise directed toward the authorization of the Enterprise to have and exercise certain powers in furtherance of its purposes is hereby ratified, approved and confirmed.

Section 7. All ordinances, resolutions, bylaws, orders and other instruments, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance, resolution, bylaw, order, or other instrument, or part thereof, heretofore repealed.

Section 8. If any section, subsection, paragraph, clause or other provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability thereof shall not affect any of the remaining sections, subsections, paragraphs, clauses or provisions of this Ordinance.

Section 9. Pursuant to Article XX of the State Constitution and the Charter, all State statutes that might otherwise apply in connection with the provisions of this ordinance are hereby superseded to the extent of any inconsistencies or conflicts between the provisions of this ordinance and such statutes. Any such inconsistency or conflict is intended and shall be deemed made pursuant to the authority of Article XX of the State Constitution and the Charter.

Section 10. This ordinance shall take effect upon 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 ARE ORDERED PUBLISHED THIS 22nd day of December, 2014.

PASSED, ENACTED ON SECOND READING, AND THE FULL TEXT OF THIS ORDINANCE ORDERED PUBLISHED THIS 12th day of January, 2015.

CITY OF WESTMINSTER, COLORADO

Mayor

(SEAL)

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

DATE

STATE OF COLORADO)
)
 COUNTIES OF ADAMS) SS.
 AND JEFFERSON)
)
 CITY OF WESTMINSTER)

I, Linda Yeager, the duly elected, qualified and acting City Clerk of the City of Westminster, Colorado (the "City"), do hereby certify:

1. That the foregoing pages are a true, correct, and complete copy of an ordinance adopted by the City Council of the City (the "Council") at a regular meeting of the Council held at the City Hall on December 22, 2014.

2. The passage of the Ordinance on first reading on December 22, 2014 was duly moved and seconded and the Ordinance was approved by vote of a ___ of ___ of the members of the Council as follows:

Name	"Yes"	"No"	Absent	Abstain
Herb Atchison				
Faith Winter				
Bruce Baker				
Bob Briggs				
Alberto Garcia				
Emma Pinter				
Anita Seitz				

3. The passage of the Ordinance on second and final reading, was duly moved and seconded at a regular meeting of the Council on January 12, 2015, and the Ordinance was approved on second and final reading by a ___ of ___ of the members of the Council as follows:

Name	"Yes"	"No"	Absent	Abstain
Herb Atchison				
Faith Winter				
Bruce Baker				
Bob Briggs				
Alberto Garcia				
Emma Pinter				
Anita Seitz				

4. The members of the Council were present at such meeting and voted on the passage of the Ordinance as set forth above.

5. The Ordinance has been signed by the Mayor, sealed with the corporate seal of the City, attested by me as Secretary, and duly recorded in the books of the City; and that the same remains of record in the book of records of the City.

6. There are no bylaws, rules or regulations of the Council which might prohibit the adoption of the Ordinance.

7. Notices of the meetings of December 22, 2014 and January 12, 2015, in the forms attached hereto as Exhibit A, were duly given to the Council members and were posted in a designated public place within the boundaries of the City no less than twenty-four hours prior to the meeting as required by law.

8. The ordinance was published by title after first reading and published in full after adoption on second reading in the Westminster Window, a newspaper of general circulation within the City on [_____]. The affidavits of publication are attached hereto as Exhibit B.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City this 12th day of January, 2015.

City Clerk

(SEAL)



Agenda Item 10 B-D

Agenda Memorandum

City Council Meeting
December 22, 2014



SUBJECT: Resolution No. 32 re General Fund Contingency Transfer, Councillor’s Bill No. 48 re FY2014 Budget Amendment to the General Capital Improvement Fund, and Contract Amendment re 72nd Avenue/ Raleigh Street Bridge Replacement Project

Prepared By: David W. Loseman, Assistant City Engineer

Recommended City Council Action

1. Adopt Resolution No. 32 authorizing the reallocation of \$498,000 from the 2014 General Fund contingency account into the Central Charges Transfer to the General Capital Improvement Fund account to fund the additional costs associated with the 72nd Avenue/Little Dry Creek Bridge Replacement project.
2. Pass Councillor’s Bill No. 48 on first reading appropriating the General Fund Contingency funds to the General Capital Improvement Fund.
3. Contingent upon approval of Councillor’s Bill No. 48 on second reading, authorize the City Manager to execute a contract amendment with Hamilton Construction Co. in the amount of \$453,000 for revisions to the 72nd Avenue/Raleigh Street Bridge Replacement Project, plus \$45,000 in additional project contingency, increasing the authorized expenditure amount with this contractor from the original contract and contingency amount of \$5,466,947.90 to \$5,964,947.90.

Summary Statement

On July 28, 2014, the City awarded a contract to Hamilton Construction Co. with the intent of closing 72nd Avenue for the duration of construction, anticipated from June 2015 to November 2015. On September 24, 2014, a public meeting was held to inform local businesses of the expected construction and the closure of 72nd Avenue. The significant opposition of the local businesses relating to the closure of 72nd Avenue compelled Staff to relay this concern to Council and to also present 6 different alternatives for Council to consider at the Study Session held on October 6, 2014. Council directed Staff to move forward with any alternatives that did not require the complete and full closure of 72nd Avenue for long durations.

Based on Council’s direction, Staff studied in more detail two of the 6 alternatives that included the re-phasing of how the bridge would be constructed at a cost of \$453,000 and a “Slide-in-Place” bridge option at a cost of \$858,400. Staff recommends amending the contract with Hamilton Construction Co. to implement the re-phasing of how the bridge will be constructed.

The construction of bridge and roadway improvements at 72nd Avenue and Raleigh Street were originally expected to start in spring 2014 but will now move to January of 2015 because of this new approach to the construction of the project and to avoid the holiday shopping season.

Expenditure Required: \$498,000

Source of Funds: General Fund Contingency

Policy Issues

- Should City Council authorize the use of General Fund contingency moneys for the purpose of amending the construction contract for the 72nd Avenue/Little Dry Creek Bridge Replacement project as proposed?
- Should City Council authorize the ordinance appropriating General Fund Contingency funds to the General Capital Improvement Fund as proposed for this construction contract amendment?
- Should the City authorize a contract amendment with Hamilton Construction Co. to re-phase the construction of the 72nd Avenue and Raleigh Street Bridge Replacement Project so the full closure of 72nd Avenue for an extended period of time will not be required as opposed to the “slide-in-place” bridge option?

Alternatives

- City Council could choose not to approve the use of General Fund contingency moneys nor approve the appropriation of these funds from the General Fund into the General Capital Improvement Fund. This is not recommended if City Council wishes to amend the construction process and minimize road closures in the area. Additional funds are required for these alternative options due to increased traffic mitigation and safety components needed. The contingency for this project is approximately 9% currently and should all of these funds be utilized for this contract amendment, it will leave minimal funding for any issues that are likely to arise with such a complicated project.
- An alternative to the proposed action is to construct the project as originally intended, which included the full closure of 72nd Avenue. Staff does not recommend this alternative because the City made a commitment to the local businesses at the October 6 Study Session to find an alternate to construct the project without the full closure of 72nd Avenue for the majority of the construction period. Staff recommends the re-phased bridge option due to the cost savings over the “slide-in-place” bridge option.

Background Information

In April 2012, the City and Jacobs Engineering Group, Inc (Jacobs) entered into a negotiated contract for design engineering services associated with the replacement of the bridge carrying 72nd Avenue over Little Dry Creek at Raleigh Street. The scope of work, developed by the Departments of Community Development and Public Works and Utilities, was to prepare construction drawings and specifications necessary to bid and construct a new bridge but also to replace water and sanitary sewer facilities in the general area due to their age or capacity problems. The project is complex by virtue of the bridge being located at a busy intersection and in an area where utility systems are extensive and older than most anywhere in the City. The design effort for the project was completed several months ago and advertisement for bids to construct the project began on May 8, 2014. A map showing the extent of the project is attached.

On July 28, 2014, the City awarded a contract to Hamilton Construction Co. with the intent of closing 72nd Avenue for the duration of the bridge construction. On September 24, 2014, a public meeting was held to inform local businesses of the expected construction and the closure of 72nd Avenue. The significant opposition by local businesses relating to the closure of 72nd Avenue caused Staff to relay this concern to City Council at the October 2, 2014, Study Session. Staff also presented 6 different alternatives for Council to consider at that Study Session. Council directed Staff to move forward with the alternatives that did not require the full closure of 72nd Avenue the majority of the project construction period.

Based on this feedback, Staff redesigned and priced two alternative approaches to the project that would not require the full closure of 72nd Avenue for the full construction period. The first option is a “Slide-in-Place” bridge. This option would require the construction of the bridge abutments within 72nd Avenue

while maintaining one lane of traffic in both directions. While this work is being performed, the bridge superstructure (deck) would be constructed off-line and to the north side of 72nd Avenue. Once the completed, 72nd Avenue would be closed entirely for two weeks while this superstructure is slid onto the constructed abutments and the bridge approaches are constructed. The cost of the slide-in-place bridge option is \$858,400.

The second alternative is the re-phasing of how the bridge is constructed in its permanent location. In this option, the bridge would be constructed in three phases while bypass roads are constructed around each phase, maintaining one lane of traffic in each direction on 72nd Avenue during the entire process with limited road closures.

While this re-phasing option will be more inconvenient to the public due to the weaving movements of the bypass roads and the different bypass road alignments for each phase of construction, Staff recommends this alternative due to the cost savings over the slide-in-place bridge option. The cost of this option is \$453,000. The reasons for the additional costs for either option over the original as-bid plan for the project is due to the additional mobilization; additional traffic control; and additional shoring and structural elements needed to do either option.

Both of these options will require the full closure of Raleigh Street from 72nd Avenue to Ellis Drive during construction of the bridge. In addition, both options will require the full closure of 72nd Avenue for at least two, two-week periods. One 2-week closure will be to construct the utility crossing at 72nd Avenue and Raleigh Street, and the other 2-week closure will be to construct the approaches to the bridge and additional utility crossings. All businesses in the area were notified of all of these proposed changes to the approach of constructing the project prior to the December 22nd Council meeting.

In order to pay for this revised plan, it is necessary to approve the attached Resolution No. 32 to authorize the reallocation of money from the General Fund Contingency budget where City Council will officially authorize the use of General Fund contingency and also Councillor’s Bill No. 48 to appropriate these funds into the General Capital Improvement Fund into the 72nd Avenue/LDC project account.

This transfer will amend General Fund expense accounts as follows:

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Contingency	10010900.79900.0000	\$820,685	(\$498,000)	\$322,685
Transfers GCIF	10010900.79800.0750	\$2,719,370	<u>\$498,000</u>	\$3,217,370
Total Change to Expenses			<u>\$0</u>	

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

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Transfer General Fund	7500.45000.0100	\$837,847	\$498,000	\$1,335,847
Total Change to Revenues			<u>\$498,000</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
72 Ave/LDC Bridge Replacement	81175030962.80400.8888	\$2,514,800	<u>\$498,000</u>	\$3,012,800
Total Change to Expenses			<u>\$498,000</u>	

The construction of the 72nd Avenue/ Raleigh Street Bridge Replacement Project fulfills City Council’s goals of providing a *Dynamic, Diverse Economy; Excellence in City Services; and Ease of Mobility*.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments:

- Resolution No. 32 Authorizing the Reallocation of Moneys From the General Fund Contingency Budget to the General Capital Improvement Fund for the 72nd Avenue/Little Dry Creek Bridge Replacement Project
- Councillor’s Bill No. 48 Amending the 2014 Budget of the General Capital Improvement Fund and Authorizing a Supplemental Appropriation
- Project Map

RESOLUTION

RESOLUTION NO. **32**

INTRODUCED BY COUNCILLORS

SERIES OF 2014

A RESOLUTION

**AUTHORIZING THE REALLOCATION OF MONEYS FROM THE GENERAL FUND
CONTINGENCY BUDGET TO THE GENERAL CAPITAL IMPROVEMENT FUND FOR THE
72ND AVE/LITTLE DRY CREEK BRIDGE REPLACEMENT PROJECT**

WHEREAS, City Council budgets funds within the General Fund's contingency account to balance various expenditure accounts due to unanticipated or additional costs; and

WHEREAS, the 72nd Avenue/Little Dry Creek Bridge Replacement project (also known as the 72nd Avenue / Raleigh Street Bridge Replacement Project) originally contemplated full road closure during construction (anticipated from June 2015 to November 2015); and

WHEREAS, City Council heard the concerns of the business community potentially impacted by the five month road closure and directed Staff to identify alternatives reducing the amount of time for road closures associated with this project; and

WHEREAS, Staff worked with the contractor and identified an alternative that results in two 2-week road closures in early 2016, however this change order results in the need for additional funds; and

WHEREAS, the 2014 General Fund contingency balance is \$820,685.

NOW, THEREFORE, the Westminster City Council resolves that:

A total of \$498,000 be reallocated from the 2014 General Fund contingency to the Central Charges Transfer to the General Capital Improvement Fund account (10010900.79800.0750) to fund the additional costs associated with the 72nd Avenue/Little Dry Creek Bridge Replacement project.

PASSED AND ADOPTED this 22nd day of December, 2014.

ATTEST:

Mayor

City Clerk

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **48**

SERIES OF 2014

INTRODUCED BY COUNCILLORS

**A BILL
FOR AN ORDINANCE AMENDING THE 2014 BUDGET OF THE GENERAL CAPITAL
IMPROVEMENT FUND AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2014 appropriation for the General Capital Improvement Fund initially appropriated by Ordinance No. 3655 is hereby increased by \$498,000. This appropriation is due to the need to supplement the budget for the re-phasing of the project for the replacement of the bridge at 72nd Avenue and Raleigh Street.

Section 2. The \$498,000 increase shall be allocated to City Revenue and Expense accounts as described in the City Council Agenda Item 10 B-D dated December 22, 2014 (a copy of which may be obtained from the City Clerk) increasing City fund budgets as follows:

General Capital Improvement Fund	<u>\$498,000</u>
Total	<u>\$498,000</u>

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

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 22nd day of December, 2014.

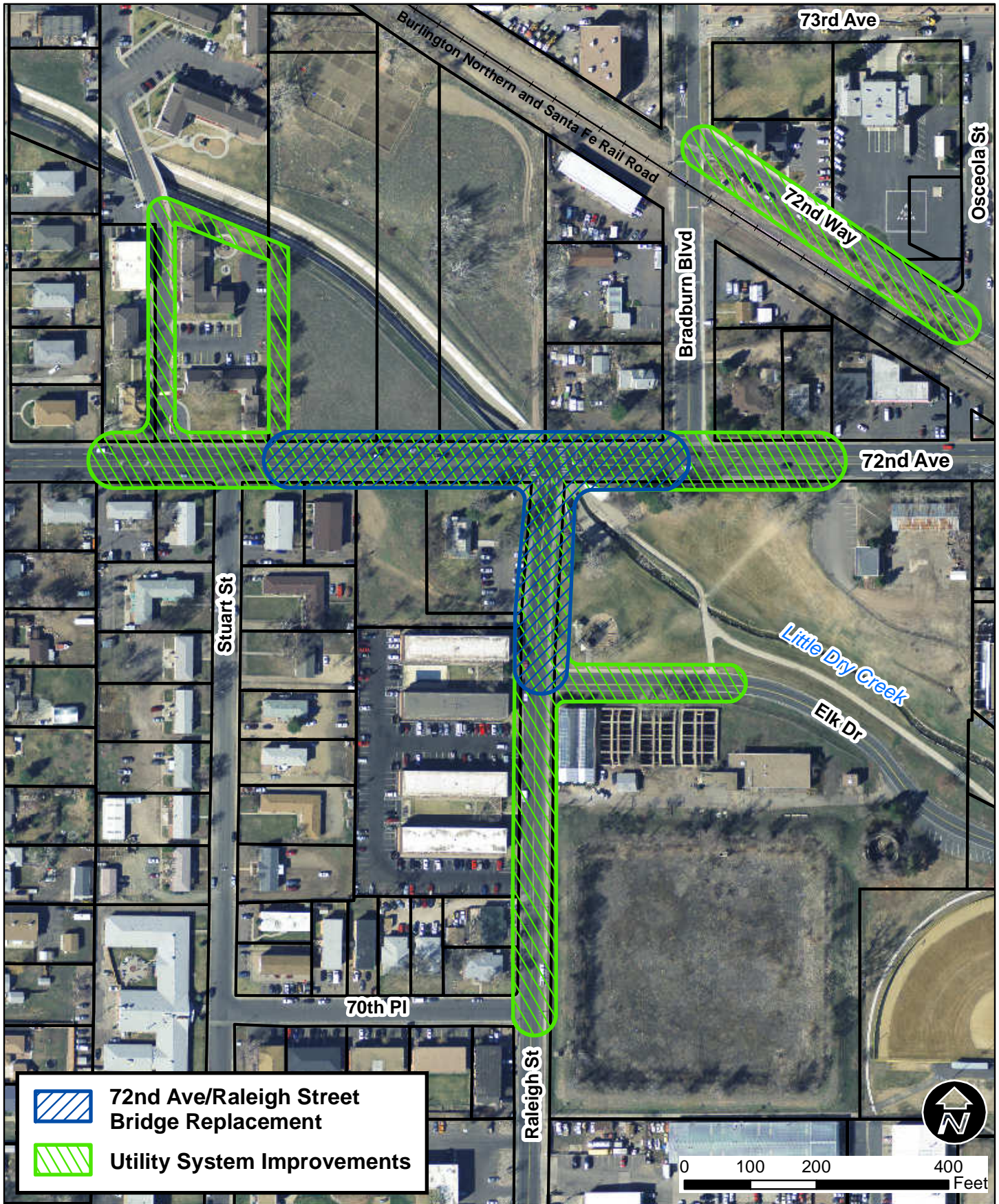
PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 12th day of January, 2015

ATTEST:

Mayor

City Clerk

72nd Avenue/Raleigh Street -Project Area-





Agenda Item 10 E

Agenda Memorandum

City Council Meeting
December 22, 2014



SUBJECT: Resolution No. 33 re Compliance Hearing for the Moorings Annexation Petition

Prepared By: Patrick Caldwell, Senior Planner

Recommended City Council Action

Adopt Resolution No. 33 accepting the annexation petition submitted by George Kast, owner, and make the findings required by Colorado Revised Statute 31-12-107 (1) on the sufficiency of the petition. This resolution sets the date of January 26, 2015, for the annexation hearing.

Summary Statement

- The Moorings property is located at on the south side of 68th Avenue adjacent to, and including a part of the north shore area of Hidden Lake; east of Utica Street; and approximately west of the East Bay Senior Housing site. The property is due south of Westminster High School.
- The annexation area consists of approximately 6.5 acres, and this includes land and a small part of the lake area.
- The applicant wishes to annex to obtain City of Westminster water and sewer service that is presently installed in 68th Avenue.
- The parcel exceeds the minimum state law requirement that a minimum of 1/6th of the perimeter boundary of the area to be annexed must be contiguous with the City of Westminster boundaries.

Expenditure Required: \$0

Source of Funds: NA

Policy Issue

Whether to annex the Moorings property at this time.

Alternative

Make a finding that there is no community of interest with the Moorings property and take no further action. If this course is taken, the property in question will remain unincorporated, and the property owner could proceed with their proposed development in Adams County without land use control by the City.

Background

Upon receiving a petition for annexation, the City Council is required by State Statute to make a finding of whether or not said petition is in compliance with Section 31-12-107 (1) of the Colorado Revised Statutes (C.R.S). In order for the petition to be found in compliance, Council must find that the petition contains the following information:

1. Is signed by the landowners of more than 50% of the area, excluding streets and alleys.
2. Contains an allegation that the annexation is desirable and necessary.
3. Contains an allegation that the requirements of Section 31-12-104 and 31-12-105 C.R.S have been met. (These sections are to be reviewed by the Council at the formal public hearing on January 26, 2015.)
4. Contains mailing addresses of the signers and the date each signed the petition. In this proposed annexation the City owns a part of the 68th Avenue right-of-way, but as a municipality is not required to sign the petition. George Kast owns the remainder of the property.
5. Contains the legal description of the land to be annexed.
6. Contains the affidavit of the circulator stating that each signature is the signature of the person whose name it purports to be.
7. Is accompanied by a map showing the boundaries of the area, the location of each ownership, including the lots and blocks if platted, and the contiguous boundaries of any abutting municipalities.

Planning staff has reviewed the petition and has determined that it complies with the above requirements.

If the City Council finds that the petition is in substantial compliance with these requirements, a resolution must be approved that establishes a hearing date, (January 26, 2015), at which time the Council will review the merits of the proposed annexation.

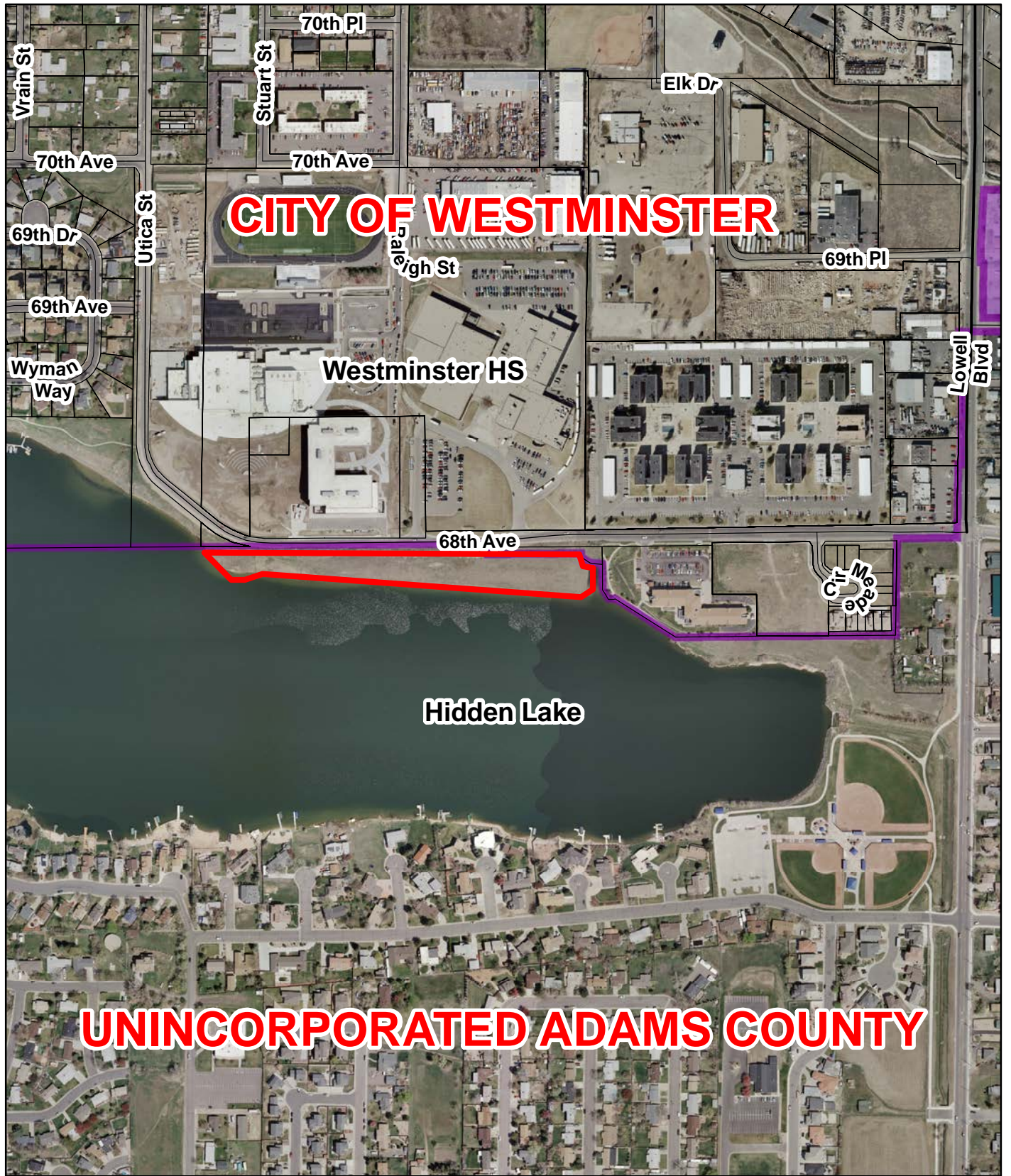
These requests meet the City Council's Strategic Plan goals of *Vibrant and Inclusive Neighborhoods and Beautiful, Desirable, Environmentally Responsible City*. These proposed amendments will allow the construction of eight new dwellings that promote quality neighborhoods, and that are beautifully designed, and are respectful of the lake and open space in the City.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments:

- Attachment A (Vicinity Map)
- Resolution for Compliance Hearing
- Exhibit A (Annexation Petition, Affidavit of Circulator)
- Exhibit B (Legal Description)
- Exhibit C (Petition to Withdraw from Fire District)



City of Westminster Planning/Engineering (GIS) - DWG - 11-26-14

VICINITY MAP - THE MOORINGS AT HIDDEN LAKE



RESOLUTION

RESOLUTION NO. **33**

INTRODUCED BY COUNCILLORS

SERIES OF 2014

A RESOLUTION FINDING SUBSTANTIAL COMPLIANCE OF A PETITION FOR ANNEXATION FOR APPROXIMATELY 6.5 ACRES OF LAND IN SECTION 6, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., ADAMS COUNTY, COLORADO, ALSO KNOWN AS THE MOORINGS PROPERTY.

WHEREAS, there has been filed with the City Clerk of the City of Westminster, a petition for the annexation of the land described on Exhibit A, attached hereto and incorporated herein by reference, to the City of Westminster; and

WHEREAS, the City Council has been advised by the City Staff that the petition submitted by George Kast and accompanying map are in substantial compliance with Sections 31-12-107 (1), Colorado Revised Statutes, as amended;

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

1. City Council finds the said petition and annexation map to be in substantial compliance with the requirements of Section 31-12-107 (1), C.R.S.
2. City Council hereby establishes January 26, 2015, 7:00 PM at the Westminster City Council Chambers, 4800 West 92nd Avenue, for the annexation hearing required by C.R.S. Section 31-12-108 (1).
3. City Council hereby orders the City Clerk to give notice of the annexation hearing in accordance with Section 31-12-108 (2), C.R.S.

Passed and adopted this 22nd day of December, 2014.

ATTEST:

City Clerk

Mayor

APPROVED AS TO LEGAL FORM:

City Attorney's Office



WESTMINSTER
Community Development Department
Annexation Petition

Date Received
File No.

The undersigned hereby petition the City Council of the City of Westminster to annex the territory described herein and shown on the map, filed herewith, designated "The Moorings on Hidden Lake."

In support of this petition, the Petitioner(s) allege(s) that:

1. It is desirable and necessary that the above-described territory be annexed to the City of Westminster.

2. The requirements of Section 31-12-104 and 31-12-105 of the Colorado Revised Statutes exist or have been met in that:

a. Not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous with the City of Westminster;

b. A community of interest exists between the territory proposed to be annexed and the City of Westminster;

c. The territory sought to be annexed is urban or will be urbanized in the near future; and

d. The territory sought to be annexed is integrated or is capable of being integrated with the City of Westminster.

e. In establishing the boundaries of the territory proposed to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, shall be divided into separate parts or parcels of real estate without the written consent of the land owner or land owners thereof unless such tracts or parcels are separated by a dedicated street, road, or other public way.

f. In establishing the boundaries of any area proposed to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate comprising twenty (20) acres or more which, together with the buildings and improvements situated thereon have an assessed valuation in excess of \$200,000 for ad valorem tax purposes for the year next preceding the annexation, shall be included within the territory proposed to be annexed without the written consent of the land owners, unless such tract of land is situated entirely within the outer boundaries of the annexing municipality as they exist at the time of annexation. In the application of this paragraph, contiguity shall not be affected by a dedicated street, road or other public way.

g. The territory proposed to be annexed does not include any area included in another annexation proceeding involving a city other than the City of Westminster and is not presently a part of any incorporated city, city and county, or town.

h. The territory proposed to be annexed will not result in the detachment of the territory from any school district; or a resolution of the board of directors of the school district to which such area will be attached approving the proposed annexation is attached hereto; and

i. The proposed annexation would not have the effect of extending the boundary of Westminster more than three (3) miles in any direction in any one year.

3. The signer(s) of this petition comprise(s) the landowners of more than fifty percent (50%) of the territory to be annexed, excluding public streets and alleys.

4. Accompanying this petition are the original and ten (10) copies* of an annexation map containing the following information: [*Four copies required by State statute, but the City needs 10 sets for the review]

- a. A written legal description of the boundaries of the area proposed to be annexed.
- b. A map showing the boundary of the area proposed to be annexed.
- c. Within the annexation boundary map, a showing of the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks.
- d. Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the annexing municipality and the contiguous boundary of any other municipality abutting the area proposed to be annexed.
- e. A surveyor's certificate prepared by a registered land surveyor that attests to the preparation of the map and certifies at least one-sixth (1/6) contiguity to the City of Westminster.
- f. An approval block for the City of Westminster in form and substance as provided in the City's most current Plan Submittal Guidelines.

<p>Signature of Petitioner  X _____ **</p> <p>Name: George Kast Title: President Company: Mahyam Reservoir Corporation</p> <p>Mailing address of signer: 2425 W. I-25 Frontage Road Erie, CO 80516</p> <p>Date of Signing <u>11/13/13</u></p> <p>Subscribed and sworn to before me this <u>3rd</u> day of <u>December</u>, 20<u>13</u>.</p> <p>Witness my hand and Official Seal. My Commission expires <u>11/07/2014</u>  Notary Public</p>	<p>Signature of Petitioner X _____ **</p> <p>Name _____ Title _____ Company _____ ***</p> <p>Mailing address of signer _____ _____ _____</p> <p>Date of Signing _____</p> <p>Subscribed and sworn to before me this ____ day of _____, 20____.</p> <p>Witness my hand and Official Seal. My Commission expires _____ _____ Notary Public</p>
---	---


** No signature is valid if date is more than 180 days prior to filing the Petition with the City Clerk.
*** If corporation or partnership, provide proof of authorization to sign

- Attachments:**
- Exhibit A - Affidavit of Circular (required)
 - Exhibit B - Written legal description(s) of the land owned by each Petitioner (required)
 - Exhibit C - Fire District Withdrawal Petition (if applicable)

AFFIDAVIT OF CIRCULATOR

STATE OF COLORADO)
COUNTY OF ADAMS) ss.
(Jefferson/Adams)

George Kast being first duly sworn, states upon oath that he/she is the circulator of the petition to which this Affidavit is attached and knows of his/her own knowledge that the signature of each land owner appearing on said petition is the signature of the person whose name it purports it to be.

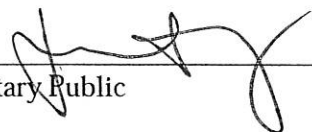


(Signature of Circulator)

The foregoing Affidavit was subscribed and sworn to before me this 2 day of December, 2013, by George Kast.

Witness my hand and official seal.

My commission expires 1/18/2017.



Notary Public

JORDAN MATNEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124067062
MY COMMISSION EXPIRES JANUARY 18, 2017

Exhibit B
THE MOORINGS ON HIDDEN LAKE
ANNEXATION
LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN THE NORTH 1/2 OF THE SOUTHEAST 1/4 SECTION 6, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6HTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO. SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE CENTER 1/4 CORNER SAID SECTION 6; THENCE N89°31'25"E ALONG THE NORTH LINE OF THE SOUTHEAST 1/4, 988.53 FEET TO A POINT ON THE WEST LINE LOT 1, EAST BAY SENIOR HOUSING-FILING NO. 1 AS RECORDED AT FILE 17, MAP 427; THENCE ALONG THE WESTERLY AND SOUTHERLY LINE SAID LOT 1 THE FOLLOWING FIVE (5) COURSES:

- 1) THENCE S00°28'34"E, 36.87 FEET;
- 2) THENCE N89°31'25"E, 321.00 FEET;
- 3) THENCE S10°13'46"E, 11.51 FEET;
- 4) THENCE S55°48'46"E, 34.00 FEET;
- 5) THENCE S84°23'46"E, 42.00 FEET TO THE SOUTHEAST CORNER SAID LOT 1, WHICH POINT IS ALSO ON THE WESTERLY LINE LOT 2, SAID EAST BAY SENIOR HOUSING-FILING NO. 1;

THENCE ALONG THE WESTERLY LINE OF SAID LOT 2 AND SAID WESTERLY LINE EXTENDED S00°28'34"E, 144.55 FEET;
THENCE S89°31'25"W, 1386.02 FEET TO A POINT ON THE WEST LINE SAID SOUTHEAST ¼ SECTION 6;
THENCE N00°47'57"E ALONG SAID WEST LINE SOUTHEAST ¼, 216.60 FEET TO THE POINT OF BEGINNING;

SAID TRACT OF LAND CONTAINING 6.5006 ACRES, MORE OR LESS.

PREPARED BY: DANNY R. MERTZ
 COLO. PLS NO. 30831



PETITION TO WITHDRAW FROM FIRE DISTRICT

The undersigned hereby request and authorize the City of Westminster to petition for the withdrawal of territory described herein on Exhibit A from the Southwest Adams County Fire Protection District #2 upon successful annexation of the same property into the City of Westminster.

Mayham Reservoir Corporation

Land Owner Name

[Handwritten Signature]

Signature

Land Owner Name

Signature

2425 W. I-25 Frontage Road

Erie, CO 80516

Mailing Address

Mailing Address

10/2/13
Date of Signing

Date of Signing

Assessor's Tax ID #

01825064400040

Assessor's Parcel #

AGENDA

WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY SPECIAL MEETING

MONDAY, DECEMBER 22, 2014

AT 7:00 P.M.

1. Roll Call

2. Minutes of Previous Meeting (November 24, 2014)

3. Public Hearings and New Business

- A. Resolution No. 160 re ICA with Orchard Park Place North Metropolitan District
- B. Resolution No. 161 Authorizing the Acquisition of Property Interests for the WURP
- C. Consultant Contracts for WURP with the Laramie Company and John M. Mullins and Associates, Inc.
- D. Consultant Contract with McFall Associates for Redevelopment of WURP Property

4. Miscellaneous and Executive Session

- A. Executive Session to discuss strategy and progress on negotiations related to the Westminster Urban Center Redevelopment and the possible sale, acquisition, trade or exchange of property interests, including future leases, and provide instructions to the Authority's negotiators as authorized by Sections 24-6-402 (4)(a) and 24-6-402(4)(e), C.R.S.

5. Adjournment

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY
MONDAY, NOVEMBER 24, 2014, AT 8:09 P.M.

ROLL CALL

Present at roll call were Chairperson Herb Atchison, Vice Chairperson Faith Winter, and Board Members Bruce Baker, Bob Briggs, Alberto Garcia, Emma Pinter, and Anita Seitz. Also present were J. Brent McFall, Executive Director, Hilary Graham, Acting Attorney, and Linda Yeager, Secretary.

APPROVAL OF MINUTES

Board Member Briggs moved, seconded by Vice Chairperson Winter, to approve the minutes of the meeting of October 13, 2014, as written. The motion carried unanimously.

PUBLIC HEARING TO CONSIDER AMENDMENT TO 2014 BUDGET

Mr. McFall reported that staff had no formal presentation to make and was available to answer any questions from the Authority. There were no questions.

At 8:12 p.m., the Chairperson opened the public hearing. No one wished to speak and the public hearing was closed.

RESOLUTION NO. 159 AUTHORIZING SUPPLEMENTAL APPROPRIATION TO 2014 BUDGET

Board Member Briggs moved, seconded by Vice Chairperson Winter, to adopt Resolution No. 159 authorizing a supplemental appropriation to the 2014 Westminster Economic Development Authority budget. At roll call, the motion passed unanimously.

ADJOURNMENT

With no further business for the Authority's consideration, Chairperson Atchison adjourned the meeting at 8: 13 p.m.

ATTEST:

Chairperson

Secretary

WEDA Agenda Item 3 A

Agenda Memorandum

Westminster Economic Development Authority
December 22, 2014



SUBJECT: Resolution No. 160 re Intergovernmental Cooperation Agreement with Orchard Park Place North Metropolitan District

Prepared By: Robert Byerhof, Treasury Manager
Karen Creager, Special Districts Accountant

Recommended City Council Action

Adopt Resolution No. 160 authorizing the Executive Director to execute an Intergovernmental Cooperation Agreement (ICA) with Orchard Park Place North Metropolitan District (the “District”) in substantially the same form as attached regarding the release of certain tax increment revenues to finance the District’s improvements to property located within the Westminster Economic Development Authority’s (WEDA) North Huron Urban Renewal Area (URA).

Summary Statement

- On February 25, 2008, Council approved a skeletal service plan for the Orchard Park Place North Metropolitan District and on September 24, 2012 approved the amended and restated service plan.
- The District consists of approximately 56 acres of commercial development located at approximately 144th Avenue and Huron Street and includes the St. Anthony Centura Medical project.
- The District’s primary purpose is to finance the construction of public improvements for the use and benefit of the taxpayers of the District. The District will annually certify a mill levy on property owners of the District to pay the debt service and operating costs of the District.
- The District is located within the boundaries of WEDA’s North Huron URA.
- Pursuant to state statute, as a tax increment financing district WEDA receives incremental revenues attributable to development from overlapping jurisdictions within the boundaries of the URA.
- WEDA and the City entered into an economic development agreement (EDA) with Centura Health Corporation and AZG Westminster, LLC in November, 2009 that specified AZG’s intent to create one or more Districts to facilitate financing, development, operation and maintenance of the public facilities for the Orchard View Property (Property) as defined in the EDA. WEDA agreed that the portion of tax increment revenues that it received attributable to the District’s current and future levy of ad valorem taxes on real and personal taxable property within the Property would be released back to the District.
- Incremental property tax revenues generated by the District’s mill levy are excluded from the “pledged property tax revenue” as provided in the loan agreement between Compass Mortgage Corporation and WEDA.
- The attached ICA addresses the logistics of releasing back to the District the funds described in the amended and restated EDA dated November 26, 2009.

Expenditure Required: Amount of returned tax increment to be determined annually based upon incremental property tax revenues generated by the District’s mill levy, less a collection fee

Source of Funds: Incremental Property Tax Revenues

Policy Issue

Should WEDA enter into an ICA with the District for the release of certain incremental property tax revenues?

Alternative

The alternative to the recommended action is to not approve the ICA. This alternative is not recommended as the incremental property tax revenues are excluded from the North Huron URA pledge and are needed by the District to finance the improvements outlined in the District's Service Plan previously approved by City Council. Additionally, not approving the ICA would cause WEDA to be in violation of the contractual obligation to return to the District their share of the incremental property tax received by WEDA.

Background Information

City Council approved a "skeletal service plan" for the District on February 25, 2008 to allow the developer to proceed with the formation of the District at the May 2008 election. However, this preliminary service plan specifically provided that the District would not be allowed to levy any tax or incur any debt until a final Amended and Restated Service Plan containing specific limits and conditions on the District's financial powers and other constraints on the District's authority consistent with the City's Metropolitan District Approval Policy (the "Policy") was approved by Council. The District's Amended and Restated Service plan was approved by City Council on September 24, 2012. In accordance with the District's Service Plan, the District will undertake the planning, design, acquisition, construction, installation, relocation, redevelopment and financing of certain public improvements needed for the development of property commonly referred to as Orchard Park Place North. The primary purpose of the District is to finance the construction of these public improvements through the imposition of a mill levy certified annually with Adams County.

The Plan includes a maximum combined mill levy of 50 mills, of which a maximum of 10 mills may be used for operations and maintenance. Any debt service mill levy has a maximum term of 30 years. Additionally, the Plan includes a total debt issuance limitation of \$7,000,000 and a requirement that prior to issuing any debt the proposed issuance must be reviewed and deemed financially feasible by an independent financial advisor.

The District is located within the boundaries of the North Huron URA, which was established in January 2004 to foster development in the area generally bound by I-25 on the east, 124th Avenue extended on the south, Huron Street on the west and 152nd Avenue on the north. The District encompasses approximately 56 acres of commercial development bounded north and south by 144th Avenue and approximately 142nd Avenue and east and west by I-25 and Huron Street and includes the St. Anthony Centura Medical project.

As a tax increment financing district WEDA receives incremental revenues from overlapping jurisdictions. As such, the District's mill levy on any valuation above the base valuation is allocated and remitted directly to WEDA. The incremental revenues received by WEDA are pledged to the repayment of the debt issued to fund the initial improvements in the URA. However, when the loan agreement for the debt was contemplated, WEDA recognized that several special districts were reliant on their proportionate share of property tax to meet operating and maintenance obligations. For this reason, the loan agreement excluded specific special districts' mill levies from pledged revenues.

In November, 2009, WEDA and the City entered into an economic development agreement (EDA) with Centura Health Corporation and AZG Westminster, LLC that specified AZG's intent to create one or more Districts to facilitate financing, development, operation and maintenance of the public facilities for the Property as defined in the EDA. WEDA agreed that the portion of tax increment revenues that it received attributable to the District's current and future levy of ad valorem taxes on real and personal taxable property within the Property would be released back to the District. The EDA specified that conditions regarding release of the funds to the District would be addressed in future Intergovernmental Cooperation

Agreements (ICA) between WEDA, the District and the City, to be executed after establishment of the District was completed. The attached ICA addresses the logistics of releasing the funds described in the amended and restated EDA dated November 26, 2009 back to the District. Releasing the incremental property tax revenues attributable to the District's mill levy to the District is necessary in order for the District to meet its obligations under the Service Plan.

The attached ICA outlines the responsibilities of WEDA and the District with respect to the release of these revenues. WEDA will automatically receive the incremental property tax revenues from Adams County net of the County's 1.5% collection fee. The ICA also specifies that the District will invoice WEDA by the 30th of each month for the amount of the current month's ad valorem taxes due to the District. WEDA will pay the District's invoice by the 30th of the following month less an annual collection fee to cover WEDA's cost of processing the release of the tax. This fee will be set at \$1,000 for 2014 through 2020 and \$1,500 from 2021 to 2028.

The URA's current debt liability consists of the Compass Bank loan. The URA will be able to meet its loan obligations using the balance of the incremental revenues received by the URA.

The proposed action supports the City Council's strategic goals of Proactive Regional Collaboration and Dynamic, Diverse Economy by collaborating with the District to continue North I-25 development.

Respectfully submitted,

J. Brent McFall
Executive Director

Attachments

- Resolution: ICA with Orchard Park Place North Metropolitan District
- Agreement
- Exhibit A Legal Description

WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY

RESOLUTION NO. **160**

INTRODUCED BY COMMISSIONERS

SERIES OF 2014

A RESOLUTION APPROVING AN INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY AND ORCHARD PARK PLACE NORTH METROPOLITAN DISTRICT REGARDING TAX INCREMENT REVENUES

WHEREAS, the Westminster Economic Development Authority (“WEDA”) and the Westminster City Council have established an urban renewal area based on the North Huron Urban Renewal Plan (“North Huron Plan Area”) under and pursuant to the Colorado Urban Renewal Law, Section 31-25-101, et seq., C.R.S., as amended (the “Act”); and

WHEREAS, in accordance with the North Huron Urban Renewal Plan and the Act, WEDA is authorized to finance project improvements through the use of sales and property tax increment financing (“Tax Increment Revenues”) within the North Huron Plan Area; and

WHEREAS, the Orchard Park Place North Metropolitan District (“District”) was organized to provide certain improvements within the District’s boundaries as more specifically set forth in the District’s Amended and Restated Service Plan approved by the City of Westminster on September 24, 2012 (“Service Plan”); and

WHEREAS, WEDA and the City entered into an economic development agreement (EDA) on November 24, 2009, with Centura Health Corporation and AZG Westminster, LLC that specified AZG’s intent to create one or more Districts to facilitate financing, development, operation and maintenance of the public facilities for the Property, as defined in the EDA, whereby WEDA agreed that the portion of tax increment revenues that it received attributable to the District’s current and future levy of ad valorem taxes on real and personal taxable property within the Property would be released back to the District; and

WHEREAS, the EDA specified that conditions regarding release of the funds to the District would be addressed in future Intergovernmental Cooperation Agreements (ICA) between WEDA, the District and the City, to be executed after establishment of the District was completed; and

WHEREAS, the attached ICA addresses the logistics of releasing the funds described in the EDA back to the District; and

WHEREAS, the District plans to provide for the design, acquisition, construction, installation, and financing of certain water, sanitation, street and safety protection, and park and recreation improvements and services to the Property (“Improvements”) through the issuance of bonds; and

WHEREAS, the Improvements will benefit the property within the North Huron Plan Area; and

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

WHEREAS, the District is authorized to levy *ad valorem* taxes on real and personal taxable property within its boundaries to finance the Improvements, to provide services and to conduct its operations; and

WHEREAS, pursuant to the District’s Service Plan, the District intends to issue bonds to pay for the Improvements and levy *ad valorem* taxes to pay for the debt service on the bonds as well as District operating expenses; and

WHEREAS, any taxes imposed by the District will be paid directly to WEDA unless otherwise provided by an agreement between WEDA and the District; and

WHEREAS, WEDA and the District desire to enter into an Intergovernmental Cooperation Agreement Regarding Tax Increment Revenues to assure that taxes levied by the District are made available

to the District for purposes of paying the debt service on the bonds and operating costs as provided in the District's Service Plan; and

WHEREAS, WEDA and the District have determined it to be in the best interests of their respective taxpayers and property owners to enter into the Intergovernmental Cooperation Agreement Regarding Tax Increment Revenues.

NOW, THEREFORE, BE IT RESOLVED BY THE WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF WESTMINSTER, COLORADO, AS FOLLOWS:

1. That the Intergovernmental Cooperation Agreement between the Westminster Economic Development Authority and Orchard Park Place North Metropolitan District Regarding Tax Increment Revenues, attached hereto and incorporated herein by this reference, is hereby approved.
2. That the Executive Director is authorized to sign, and the Secretary to attest, the Intergovernmental Cooperation Agreement.
3. That the Intergovernmental Cooperation Agreement shall not be effective until executed by WEDA and the District.

PASSED AND ADOPTED at a special meeting of the Westminster Economic Development Authority of the City of Westminster, Colorado, this 22nd day of December, 2014.

WESTMINSTER ECONOMIC DEVELOPMENT
AUTHORITY

Herb Atchison, Chairperson

ATTEST:

Linda Yeager, Secretary for WEDA

Approved as to Legal Form:

Hilary Graham, Deputy Attorney

INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY AND THE ORCHARD PARK PLACE NORTH METROPOLITAN DISTRICT REGARDING TAX INCREMENT REVENUES

This Intergovernmental Cooperation Agreement (the "Agreement"), dated as of _____, 2014, by and among the WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY ("WEDA"), a body corporate duly organized and existing as an urban renewal authority under the laws of the State of Colorado and ORCHARD PARK PLACE NORTH METROPOLITAN DISTRICT ("District"), a quasi-municipal corporation and political subdivision of the State of Colorado created pursuant to Title 32, Article 1, C.R.S., as amended (collectively the "Parties").

WITNESSETH:

WHEREAS, WEDA and the Westminster City Council have adopted an Urban Renewal Plan known as the "North Huron Urban Renewal Plan" ("Plan") under and pursuant to the Colorado Urban Renewal Law, Section 31-25-101, et. seq., C.R.S., as amended (the "Act"); and

WHEREAS, in accordance with the Plan and the Act, WEDA is authorized to undertake urban renewal projects and activities and to finance such projects and activities in part by utilization of certain incremental property taxes ("Tax Increment Revenues"); and

WHEREAS, the District currently encompasses approximately 56 acres of real property ("Property"). The boundaries of the Property are set forth in Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, the Property is located within the boundaries of the urban renewal area of the Plan which is known as the "North Huron Urban Renewal Area;" and

WHEREAS, the District plans to provide for the design, acquisition, construction, installation, and financing of certain water, sanitation, street and safety protection, and park and recreation improvements and services to the Property ("Improvements"), and the Improvements are designed to further the purposes of the Plan and further the policy of WEDA; and

WHEREAS, the District is authorized to levy *ad valorem* taxes on real and personal taxable property within its boundaries to finance the Improvements, to provide services and to conduct its operations; and

WHEREAS, pursuant to the Amended and Restated Service Plan for the District approved by the City of Westminster City Council on September 24, 2012 (the "Service Plan"), the District has the authority to issue a total maximum amount of \$7,000,000 (seven million) Dollars in General Obligation Bonds, which bonds will be secured, in part, by the Tax Increment Revenues (as defined in the Amended and Restated Service Plan for the District) paid to the District pursuant to this Agreement; and

WHEREAS, the development that results from the construction of the Improvements is expected to generate tax revenues and provide extraordinary public benefit to the City; and

WHEREAS, WEDA and the District are authorized by the Act to enter into cooperative agreements with respect to projects and activities; and

WHEREAS, WEDA and the District desire to enter into an agreement setting forth their intent to cooperate as to the provision of the Improvements and to assure that taxes levied by the District are made available to the District for purposes of implementing the Service Plan.

NOW THEREFORE, in consideration of the foregoing recitals, and the following terms and conditions, WEDA and the District hereby agree as follows:

1. Improvements. The District and WEDA hereby state their intention to cooperate in providing the Improvements to be financed by the District as may be desirable and to serve the Property. This statement of intention shall not obligate any Party with respect to the Improvements and services, which, without this Agreement, would be the obligation of any other Party hereto.
2. Property Taxes. In consideration of the District providing the Improvements and services within the Property, WEDA agrees that the portion of revenues that it receives as Tax Increment Revenues

that are attributable to the District's current and future levy of *ad valorem* taxes on taxable real and personal property within the Property and encompassed by the Plan, shall be remitted to the District monthly. Based on tax distribution notices from Adams County, the District will invoice WEDA by the 30th of each month for the current month's revenues attributable to the District's ad valorem tax levy remitted to WEDA by Adams County. The District's invoice will include sufficient documentation, as required by the City of Westminster's Finance Director, to substantiate the amount of tax increment revenue received by WEDA attributable to the District's ad valorem levy. Providing that such invoice is timely received, WEDA will remit payment for the District's invoice by the 30th day of the month following receipt of the funds by WEDA from Adams County. Payment will be issued electronically to the District's designated financial institution. WEDA will invoice the District an annual collection fee that is set at \$1,000 for 2014 through 2020 and \$1,500 from 2011 to 2028. Additionally, the District will provide to WEDA the preliminary assessed valuation for the District as certified by Adams County on or around August 25th annually.

3. District Improvements and Financing. In consideration of WEDA paying the revenues to the District as provided in Section 2, the District agrees to provide the Improvements. In order to provide the Improvements, it will be necessary for the District to incur debt to provide funding for the construction of the Improvements. The primary source of repayment of such debt is the tax increment revenues described herein. The obligation of WEDA set forth herein shall constitute an obligation to the District within the meaning of Section 31-25-107(9) of the Act. The District agrees that all revenues provided pursuant to this Agreement shall be used in accordance with the Act, the Plan and the District's Service Plan.
4. WEDA Covenant Relating to Pledge of Amounts Owed. WEDA hereby covenants that so long as this Agreement is in effect, it will not pledge, encumber or otherwise transfer the revenues or the right to the revenues resulting from the levy of *ad valorem* taxes by the District and paid to WEDA in accordance with the Act, but shall maintain the same for the use and benefit of the District until paid to the District. The covenant set forth in this paragraph shall include all revenues received by WEDA arising from any mill levy imposed by the District on taxable real and personal property for payment of operations and maintenance and debt, as authorized by the Service Plan or any subsequent amendments thereto.
5. Cooperation. WEDA and the District covenant with each other that in any action or challenge of the Plan and/or this Agreement, regarding the legality, validity or enforceability of any provision thereof, the Parties will work cooperatively and in good faith to defend and uphold each and every such provision.
6. Enforcement. WEDA agrees that it shall enforce the collection of all moneys, which may qualify as Tax Increment Revenues.
7. Enforceable Opinion. Each Party agrees that during the term of this Agreement, either Party may request an opinion from the other Party's bond counsel to the effect that this Agreement and the obligations of the Parties set forth herein are valid and binding and which shall be reasonably acceptable to the Party requesting the opinion. The District shall pay the costs for any opinions requested pursuant to this section.
8. Litigation. Each of the Parties agrees to promptly notify the other Parties hereto in writing of the pendency of any litigation involving this Agreement in which any other Party hereto is not a named party. So long as the Parties are not adverse parties in the litigation, no Party will object to or otherwise oppose any effort by another Party hereto to intervene in such litigation proceeding.
9. Effective Date; Term. This Agreement shall become effective retroactively to January 1, 2011. Unless sooner terminated by mutual consent of the Parties, this Agreement shall remain in full force and effect until the earlier event to occur of (i) the expiration of the tax allocation provision of the Plan pursuant to the Act or (ii) payment in full or defeasance of the District's bonded indebtedness. If on or after the expiration of this Agreement, WEDA has or receives any Tax Increment Revenues, which would have been due to the District under this Agreement, it shall pay such Tax Increment Revenues to the District notwithstanding the expiration.
10. Amendments and Waivers. No amendment or waiver of any provision of this Agreement, nor consent to any departure herefrom, in any event shall be effective unless the same shall be in writing

and signed by the Parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.
12. Headings. Paragraph headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.
13. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.
14. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via Federal Express or other nationally recognized overnight air courier service, by electronically-confirmed facsimile transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To District: Orchard Park Place North Metropolitan District
Arizona Gold Properties
1129 South Oakland, Suite 101
Mesa, AZ 85206
Attn: Rob Friend
Phone: (480) 353-2900, ext 15
Fax: (480) 353-2901

With a Copy To: Collins, Cockrel and Cole
390 Union Boulevard, Suite 400
Lakewood, CO 80228
Attn: Paul Cockrel
Phone: (303) 986-1551
Fax: (303) 986-1755

To WEDA: Westminster Economic Development Authority
Westminster City Hall
4800 W. 92nd Avenue
Westminster, CO 80031
Attn: City Attorney, City Attorney's Office
Phone: (303) 658-2431
Fax: (303) 706-3920

With a Copy To: City of Westminster
Finance Department
4800 W. 92nd Avenue
Westminster, CO 80031
Attn: Karen Creager, Special District Accountant
Phone: (303) 658-2442
Fax: (303) 706-3920

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service, upon electronic confirmation of facsimile transmission, or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days' written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered by their respective officers' thereunto and duly authorized as of the date first above written.

WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY

J. Brent McFall, Executive Director of WEDA

ATTEST:

Secretary for WEDA

APPROVED AS TO FORM:

Attorney for WEDA

ORCHARD PARK PLACE NORTH
METROPOLITAN DISTRICT

By: _____
Officer for District

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20 ____
by _____, as Officer of Orchard Park Place North Metropolitan District.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

Legal Description of District

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M., EXCEPT THAT PORTION CONVEYED TO THE FARMERS RESERVOIR AND IRRIGATION COMPANY IN DEED RECORDED MAY 16, 1910 IN BOOK 47 AT PAGE 72, AND THAT PORTION CONVEYED TO THE DEPARTMENT OF HIGHWAYS IN DEED RECORDED AUGUST 24, 1953 IN BOOK 473 AT PAGE 187 AND DEED RECORDED MARCH 1, 1956 IN BOOK 597 AT PAGE 367, AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF WESTMINSTER IN DEEDS RECORDED FEBRUARY 21, 2006 AT RECEPTION NO. 20060221000169780 AND RECEPTION NO. 20060221000169800, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 22; THENCE SOUTH 89°56'14" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 141.51 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°42'47" WEST, ALONG SAID EAST LINE, A DISTANCE OF 1,065.06 FEET; THENCE NORTH 05°06'35" EAST, A DISTANCE OF 85.51 FEET; THENCE NORTH 44°07'32" EAST, A DISTANCE OF 34.92 FEET; THENCE NORTH 75°29'12" EAST, A DISTANCE OF 84.38 FEET TO THE BEGINNING OF A NON-TANGENT CURVE; THENCE 375.85 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 7,726.94 FEET, A CENTRAL ANGLE OF 02°47'13", AND BEING SUB-TENDED BY A CHORD WHICH BEARS NORTH 87°17'47" EAST, 375.81 FEET TO THE BEGINNING OF A REVERSE CURVE; THENCE 550.58 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 7,551.94 FEET, A CENTRAL ANGLE OF 04°10'38", AND BEING SUB-TENDED BY A CHORD WHICH BEARS NORTH 87°59'30" EAST, 550.46 FEET; THENCE SOUTH 89°55'11" EAST, A DISTANCE OF 41.76 FEET; THENCE SOUTH 88°55'49" EAST, A DISTANCE OF 102.08 FEET; THENCE SOUTH 79°21'01" EAST, A DISTANCE OF 354.25 FEET; THENCE SOUTH 00°04'49" WEST, A DISTANCE OF 10.15 FEET; THENCE SOUTH 79°56'39" EAST, A DISTANCE OF 390.17 FEET; THENCE SOUTH 15°12'03" EAST, A DISTANCE OF 116.12 FEET; THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 10.36 FEET; THENCE SOUTH 15°12'03" EAST, A DISTANCE OF 972.82 FEET; THENCE SOUTH 45°48'46" WEST, A DISTANCE OF 56.23 FEET; THENCE NORTH 89°56'14" WEST, A DISTANCE OF 2,157.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,451,442 SQUARE FEET OR 56.277 ACRES, MORE OR LESS.

WEDA Agenda Item 3 B

Agenda Memorandum

Westminster Economic Development Authority Board Meeting
December 22, 2014



SUBJECT: Resolution No. 161 Authorizing the Acquisition of Property Interests for the Westminster Center Urban Reinvestment Project

Prepared By: Marty McCullough, Authority Attorney

Recommended Board Action

Adopt Resolution No. 161 authorizing the Executive Director and the Authority's legal counsel to proceed with the acquisition of JC Penney's leasehold interest in the Downtown Westminster Specific Plan District, including the use of eminent domain, if necessary, to establish and pay the minimum just compensation for such interest as established by the Executive Director, and to incur all reasonable costs associated with the acquisition.

Summary Statement

- The Westminster Economic Development Authority (the "Authority") has previously approved an urban renewal project for the former site of the Westminster Mall known as the Westminster Center Urban Reinvestment Project (the "Project").
- The Authority previously acquired the property necessary for the Project, cleared the site, and is now prepared to move forward with the Project.
- The City, the Authority and OliverMcMillan LLC have entered into exclusive negotiations for the redevelopment of the site.
- The City has recently zoned the site Specific Plan District and has adopted the Downtown Westminster Specific Plan.
- In order to implement the Specific Plan adopted by the City, and the urban renewal plan adopted by the Authority, it will be necessary to acquire all or a portion of JC Penney's leasehold interest in the site, by negotiation or, if necessary, through eminent domain.
- JC Penney's has been previously notified of the Authority's intent to acquire all or part of JC Penney's leasehold interest in the site.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

Should the Executive Director and the Authority's legal counsel be authorized to acquire JC Penney's leasehold interest in the former Westminster Mall site in order to implement the Westminster Center Urban Reinvestment Plan and the Downtown Westminster Specific Plan?

Alternative

The Westminster Center Urban Reinvestment and Downtown Westminster Specific Plans could be modified to avoid the JC Penney's leasehold area. However, the Authority and City Council have previously determined that the plans as approved are in the best public interest.

Background Information

The Westminster Center Urban Reinvestment Project was approved in April 2009. Since that time, the Authority and the City have been working on implementing this Plan and have made significant investments in the site. The Downtown Westminster Specific Plan was adopted in November of this year. The Authority now owns the property necessary to implement the Project. However, JC Penney's has a leasehold interest in part of the site that conflicts with the approved urban renewal plan and the Downtown Westminster Specific Plan. The Authority has notified JC Penney's of the need to acquire all or part of its leasehold interest in the former Westminster Mall site. Construction of the necessary roads and utilities infrastructure is scheduled to commence in March of 2015. It is necessary to address the Penney's lease before then, in order to proceed with these improvements and to address other provisions in the Penney's lease that Penney's may claim gives them rights to control other elements of the redevelopment Project.

Respectfully submitted,

J. Brent McFall
Executive Director

Attachment: Resolution No. 161

WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY

RESOLUTION NO. **161**

INTRODUCED BY COMMISSIONERS

SERIES OF 2014

**ACQUISITION OF PROPERTY INTERESTS FOR THE
WESTMINSTER CENTER URBAN REINVESTMENT PROJECT**

WHEREAS, the Authority is a body corporate and has been duly created, organized, established and authorized to transact business and exercise its powers as an urban renewal authority within the City, all under and pursuant to Part I of Article 25 of Title 31, C.R.S.

WHEREAS, an urban renewal plan for the Westminster Center Urban Reinvestment Plan Area was adopted by the City Council of the City of Westminster on April 13, 2009, pursuant to Part 1 of Article 25 of Title 31, C.R.S.; and

WHEREAS, the Authority has determined that it is necessary to acquire certain property interests for the Westminster Center Urban Reinvestment Project; and

WHEREAS, the property interests to be acquired include the interests of J.C. Penney Properties, Inc., in that certain Indenture of Lease, dated February 13, 1986, as amended, and recorded at reception No. 86016388 of the records of the Clerk and Recorder of Jefferson County ("Subject Property"); and

WHEREAS, a public purpose exists to acquire the Subject Property in order to carry out the proposed redevelopment project.

NOW, THEREFORE, the Board of Commissioners of the Westminster Economic Development Authority resolves that:

1. The Executive Director is hereby authorized to establish the minimum just compensation to be offered to acquire the Subject Property.
2. The Executive Director is authorized to negotiate in good faith for the acquisition of the Subject Property on the basis of the appraised value, or such amount as may seem just and reasonable to facilitate such acquisition without the necessity of condemnation.
3. The Executive Director is authorized to enter to such contracts and to execute such documents as are necessary to effectuate a voluntary purchase on such reasonable terms as the Executive Director may deem reasonable and prudent.
4. The Authority Counsel is authorized to take all necessary legal measures to acquire the Subject Property, including proceeding with condemnation of the Subject Property against the owner or owners and any other persons or entities claiming an interest therein or thereto, and to take such other or further action as may be reasonably necessary for or incidental

to the filing and diligent prosecution of any litigation or proceeding required to obtain the Subject Property should normal negotiations fail or exceed the time constraints of the overall project.

5. The Executive Director shall be further authorized to incur reasonable costs associated with acquiring the Subject Property, including, without limitation, the cost of title examination, title insurance, appraisal fee payments mandated by statute, normal closing costs, filing fees and charges, and all other related or incidental costs or expenses customarily associated with the acquisition or condemnation of property.

PASSED AND ADOPTED this 22nd day of December, 2014.

Chairperson

ATTEST:

APPROVED AS TO LEGAL FORM:

Secretary

Attorney for Authority

WEDA Agenda Item 3 C-D

Agenda Memorandum

Westminster Economic Development Authority
December 22, 2014



SUBJECT: Westminster Center Urban Reinvestment Project Consultant Contracts

Prepared By: Susan Grafton, Economic Development Director

Recommended WEDA Board Action

1. Authorize the Executive Director to enter into one-year agreements with the Laramie Company and John M Mullins and Associates, Inc. to provide consultant services regarding the redevelopment of the Westminster Center Urban Reinvestment Project (WURP) property.
2. Authorize the Chairman of the Board to enter into a one year agreement with McFall Associates, LLC to provide consulting services regarding the redevelopment of the WURP property.

Summary Statement

- The WURP is gaining significant momentum as the commercial real estate market continues to revive. Specialized consulting services are needed to facilitate the project.
- The Laramie Company provides special project support as a real estate and retail consultant with over 30 years of retail leasing property sales and development experience.
- John M Mullins and Associates specializes in financial structuring of projects, strategy and economic development with years of experience at the state and local level as well with special districts and commercial development.
- McFall Associates expertise is in developing and implementing strategy to facilitate project development.
- WEDA approval of the contracts is required since the fees exceed staff approval authority.
- Adequate funds have been budgeted and available for this purpose.

Expenditure Required: \$373,500

Source of Funds: WEDA – WURP City Center Participation

Policy Issue

Should the WEDA continue to work with highly respected consultants to assist with moving forward on the redevelopment of the WURP site?

Alternative

Do not hire experts to assist with and provide advice concerning the redevelopment of the WURP site. This is not recommended, as this is a highly complex and critically important project to Westminster's future. The consultants recommended by Staff have an excellent track record working on various redevelopment projects in the Denver metropolitan area, as well as throughout Colorado and the western United States.

Background Information

The team assembled for the Westminster Center Urban Reinvestment Project is highly skilled, with years of relevant public and private sector experience. The Laramie Company (Mary Beth Jenkins) and John M Mullins and Associates were key contributors to the successful Orchard project that involved developer recruiting, land acquisition, detailed financial analysis and projection and development negotiations. John Mullins' background with finance districts, financial pro forma and development strategy will be key in the months ahead as the WURP team finalizes the formal finance plan and establishes maintenance districts for the project. Mary Beth Jenkins will be key in helping to attract retail users and development to the site as well as with all real estate negotiations.

The addition of McFall Associates LLC, a new consultant for the project, is allowing WEDA to keep the project team whole. City Manager Brent McFall retires in January 2015. The recommended contract is proposed to start February 1, 2015 and continue through December 31, 2015. Brent has been instrumental in WURP negotiations and strategy. His continued presence "at the table" will provide continuity and assurance to the Developer.

Contracts with John M. Mullins and Associates, Inc., The Laramie Company, and McFall Associates, LLC need WEDA authorization since the amount of each contract exceeds the Executive Director's and Chairman of the Board's approval authority. The work of these individuals will be critical to achieving the broad vision WEDA has for the WURP site.

The Westminster Center Urban Reinvestment Project supports the City's Strategic Plan goals by facilitating a Strong, Balanced Local Economy and Vibrant Neighborhoods in One Livable Community

Respectfully submitted,

J. Brent McFall
Executive Director

Attachments

- The Laramie Company Contract
- John M. Mullins and Associates, Inc. Contract
- McFall Associates, LLC

**FIRST AMENDMENT TO THE
AGREEMENT WITH THE LARAMIE COMPANY TO FURNISH CONSULTING SERVICES
TO THE WESTMINSER ECONOMIC DEVELOPMENT AUTHORITY FOR
REDEVELOPMENT OF THE WESTMINSTER CENTER URBAN REINVESTMENT PROJECT
PROPERTY DATED JANUARY 1, 2014**

The Westminster Economic Development Authority (hereinafter referred to as "WEDA") and The Laramie Company, LLC (hereinafter referred to as "Consultant") agree to amend the Agreement described above as follows for continued consulting services in calendar year 2015, to be known as the "2015 Project":

1. Article IV of the Agreement, "CONSULTANT'S FEE," shall be amended to read as follows with new language appearing in underline and deleted language appearing in ~~strikethrough~~:

Monthly Retainer. As compensation for the 2015 Project ~~basic services~~ described in this Agreement, the Consultant shall be paid a lump sum monthly fee of twelve thousand five hundred dollars (\$12,500) over the twelve (12) month term of the Project. The Consultant shall submit invoices to WEDA for its monthly fee, such invoices to be in the form and detail reasonably required by WEDA. Reimbursable expenses (as defined below) shall be itemized on such invoices. WEDA agrees to pay the Consultant within thirty (30) days of receipt of properly documented invoices.

Transfer Fee. Upon transfer of land in Phase I (as defined by WEDA) a five percent (5%) transfer fee will be paid to Consultant at closing with said fee to be no less than \$25,000 per incident.

Finance Agreement Bonus. Immediately following execution of a Phase I finance agreement (as defined by WEDA, or such similar agreement, as determined by WEDA), or at such later time as may be determined by WEDA, WEDA shall pay Consultant a fee of Twenty-five Thousand Dollars (\$25,000).

Reimbursable Expenses. WEDA will reimburse Consultant for 2015 reimbursable expenses up to ~~for~~ a maximum of seven thousand five hundred dollars (\$7,500) in reasonable travel costs and other approved consulting expenses.

Consultant's total fee ~~under this~~ for the 2015 Project Agreement, including reimbursable expenses, shall not exceed one hundred eighty two thousand five hundred dollars (\$182,500.00), exclusive of the Transfer Fee referenced above. Said fees shall constitute full and complete payment for services and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Agreement.

2. Article V of the Agreement, "COMMENCEMENT & COMPLETION OF SERVICES," shall be amended to read as follows with new language appearing in underline and deleted language appearing in ~~strikethrough~~:

The Project shall begin on January 1, ~~2014~~2015, and shall terminate on December 31, ~~2014~~2015.

3. Article VI of the Agreement, "TERMINATION," shall be amended to read as follows with new language appearing in underline and deleted language appearing in ~~strikethrough~~:

~~This Agreement~~The 2015 Project terminates on December 31, 20142015, unless agreed otherwise by the parties. This Agreement shall terminate at such time as the Project is completed and the requirements of this Agreement are satisfied, or upon either the Consultant or WEDA providing sixty (60) days advance written notice, whichever occurs first. In the event the Agreement is terminated by WEDA issuance of said written notice of intent to terminate, WEDA shall pay Consultant for all services previously authorized and completed on the Project prior to the date of termination plus any services WEDA deems necessary during the notice period. Said compensation shall be paid upon the Consultant's delivering or otherwise making available to WEDA all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing work on the Project, whether completed or in progress.

- 4. The requirements for insurance set forth in Article VII of the Agreement shall continue to apply, and Consultant shall furnish new certificates of insurance at the time of executing this First Amendment.
- 5. All other terms and conditions of this Agreement shall remain in effect.

This Amendment is dated the _____ day of _____, 20__.

THE LARAMIE COMPANY, LLC

WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY

By: _____

By: _____

Printed Name: Mary Beth Jenkins

Printed Name: J. Brent McFall

Title: President

Title: Executive Director

Attest: _____
Secretary

Attest: _____
Secretary

(Corporate Seal,
if applicable)

(Seal)

Approved as to legal form and content:

Authority Attorney

I certify that either an appropriation has been made by the City Council or that sufficient funds have otherwise been made available for the payment of this Construction Contract.

Executive Director

Account No. 80968005952 *Rev'd 10/12*

**FIRST AMENDMENT TO THE
AGREEMENT WITH JOHN M. MULLINS AND ASSOCIATES, INC., TO FURNISH
CONSULTING SERVICES TO THE WESTMINSTER ECONOMIC DEVELOPMENT
AUTHORITY FOR REDEVELOPMENT OF THE WESTMINSTER CENTER URBAN
REINVESTMENT PROJECT PROPERTY DATED JANUARY 1, 2014**

The Westminster Economic Development Authority (hereinafter referred to as "WEDA") and John M. Mullins and Associates, Inc. (hereinafter referred to as "Consultant") agree to amend the Agreement described above as follows for continued consulting services in calendar year 2015, to be known as the "2015 Project":

1. Article IV of the Agreement, "CONSULTANT'S FEE," shall be amended to read as follows with new language appearing in underline and deleted language appearing in ~~strikethrough~~:

Monthly Retainer. As compensation for the ~~basic 2015 Project services~~ described in this Agreement, the Consultant shall be paid a lump sum monthly fee of six thousand dollars (\$6,000) over the twelve (12) month term of the Project. The Consultant shall submit invoices to WEDA for its monthly fee, such invoices to be in the form and detail reasonably required by WEDA. Reimbursable expenses (as defined below) shall be itemized on such invoices. WEDA agrees to pay the Consultant within thirty (30) days of receipt of properly documented invoices.

Finance Plan Bonus. Immediately following establishment of a detailed finance plan for phase 1 of the WURP (as defined by WEDA) and a general finance plan for the overall site (considering operation and maintenance) ~~or at a later time as may be determined by WEDA,~~ WEDA shall pay Consultant a fee of ~~Twenty-five Thousand Dollars (\$25,000).~~

Reimbursable Expenses: WEDA shall cover Consultant's reimbursable expenses for the 2015 Project up to a maximum of seven thousand five hundred dollars (\$7,500) for reasonable travel expenditures and other approved project-related expenses.

Consultant's total fee ~~under this Agreement~~ for the 2015 Project, including reimbursable expenses, shall not exceed one hundred four thousand five hundred dollars (\$104,500.00.) Said fees shall constitute full and complete payment for the Project and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Agreement.

2. Article V of the Agreement, "COMMENCEMENT & COMPLETION OF SERVICES," shall be amended to read as follows with new language appearing in underline and deleted language appearing in ~~strikethrough~~:

The Project shall begin on January 1, ~~2014~~2015, and shall terminate on December 31, ~~2014~~2015.

3. Article VI of the Agreement, "TERMINATION," shall be amended to read as follows with new language appearing in underline and deleted language appearing in ~~strikethrough~~:

~~This Agreement~~ The 2015 Project terminates on December 31, ~~2014~~2015, ~~unless agreed otherwise by the parties. This Agreement shall terminate at such time as the Project is completed and the requirements of this Agreement are satisfied,~~ or upon either the Consultant

or WEDA providing sixty (60) days advance written notice, whichever occurs first. In the event the Agreement is terminated by WEDA issuance of said written notice of intent to terminate, WEDA shall pay Consultant for all services previously authorized and completed on the Project prior to the date of termination plus any services WEDA deems necessary during the notice period. Said compensation shall be paid upon the Consultant's delivering or otherwise making available to WEDA all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing work on the Project, whether completed or in progress.

4. The requirements for insurance set forth in Article VII of the Agreement shall continue to apply, and Consultant shall furnish new certificates of insurance at the time of executing this First Amendment.

5. All other terms and conditions of this Agreement shall remain in effect.

This Amendment is dated the _____ day of _____, 20__.

JOHN M. MULLINS AND ASSOCIATES, INC.

WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY

By: _____

By: _____

Printed Name: John M. Mullins

Printed Name: J. Brent McFall

Title: President

Title: Executive Director

Attest: _____

Attest: _____

Secretary

Secretary

(Corporate Seal, if applicable)

(Seal)

Approved as to legal form and content:

Authority Attorney

I certify that either an appropriation has been made by the City Council or that sufficient funds have otherwise been made available for the payment of this Consultant Contract.

Executive Director

Account No. 80968005952

Rev'd 10/12

AGREEMENT TO FURNISH CONSULTING SERVICES
TO THE WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY FOR REDEVELOPMENT
OF THE WESTMINSTER CENTER URBAN REINVESTMENT PROJECT PROPERTY

THIS AGREEMENT, made and entered into this 1st day of February, 2015, between the **WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY**, hereinafter called the “WEDA,” and **MCFALL ASSOCIATES, LLC**, a limited liability company organized pursuant to the laws of the State of Colorado, hereinafter called the “Consultant,” is as follows:

WHEREAS, WEDA wishes to redevelop the Westminster Center Urban Reinvestment Project (“WURP”), located at approximately 88th Avenue and Sheridan Boulevard; and

WHEREAS, WEDA desires to engage Consultant to render the professional consulting services described in this Agreement and Consultant is qualified and willing to perform such services; and

WHEREAS, sufficient authority exists in state statute, sufficient funds have been budgeted for these purposes and are available, and other necessary approvals have been obtained.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, WEDA and Consultant agree as follows:

I. THE PROJECT

The project consists of consulting services, developer negotiations, advising on finance strategies, and other similar advisory services to the City of Westminster staff, acting on behalf of WEDA, to support redevelopment of the WURP site, as more specifically described in the Scope of Services, attached hereto and incorporated herein as **Appendix A** (hereinafter, the “Project”).

II. CONSULTANT'S SERVICES AND RESPONSIBILITIES

The Consultant agrees that it will furnish all of the technical, administrative, professional, and other labor; all supplies and materials, equipment, printing, vehicles, local travel, office space and facilities, testing and analyses, calculations, and any other facilities or resources necessary to provide the professional and technical services necessary to complete the Project.

III. ADDITIONAL SERVICES

When authorized in writing by WEDA, the Consultant agrees to furnish or obtain from others, additional professional services due to changes in the Project or its design, subject to separate written agreement between WEDA and Consultant as to additional compensation for additional services.

IV. CONSULTANT'S FEE

Monthly Retainer. As compensation for the Project, the Consultant shall be paid a lump sum monthly fee of four thousand dollars (\$4,000) for the month of February 2015, and seven thousand five hundred dollars (\$7,500) per month beginning March 2015 and every month thereafter through December 2015. The Consultant shall submit invoices to WEDA for services rendered during the preceding month, such invoices to be in the form and detail reasonably required by WEDA. Reimbursable expenses (as defined in Appendix A) shall be itemized on such invoices. WEDA agrees to pay the Consultant within thirty (30) days of receipt of properly documented invoices.

Consultant's total fee under this Agreement, including reimbursable expenses, shall not exceed eighty six thousand five hundred dollars (\$86,500). Said fees shall constitute full and complete payment for the Project and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Agreement.

V. COMMENCEMENT & COMPLETION OF PROJECT

The Project shall begin on February 1, 2015, and shall terminate on December 31, 2015.

Subject to annual appropriation, WEDA may renew this Agreement in writing for three (3) additional twelve (12) month terms following the initial term. If this Agreement is renewed, compensation shall be mutually agreed upon by the parties. Any adjustment in compensation in the renewed agreement shall not be retroactive and shall apply only to services performed after renewal. WEDA shall provide Consultant at least sixty (60) days' notice of its intent to renew. However, all payments under this Agreement are subject to annual appropriation of the funds. Therefore, nothing in this Agreement shall be deemed or construed as a multiple year fiscal obligation under the meaning of Colorado Constitution Article X, Section 20, also known as the TABOR Amendment.

VI. TERMINATION

This Agreement shall terminate on December 31, 2015, or upon WEDA's providing Consultant with sixty (60) days advance written notice, whichever occurs first. In the event the Agreement is terminated by WEDA's issuance of said written notice of intent to terminate, WEDA shall pay Consultant for all services previously authorized and completed on the Project prior to the date of termination plus any services WEDA deems necessary during the notice period. Said compensation shall be paid upon the Consultant's delivering or otherwise making available to WEDA all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing work on the Project, whether completed or in progress.

VII. INSURANCE

During the course of the Project, the Consultant shall maintain Workers' Compensation Insurance in accordance with the Workers' Compensation laws of the State of Colorado and Professional Liability Insurance in the minimum amount of \$1,000,000, but in any event sufficient to cover Consultant's liability under paragraph X.D. below. Consultant shall maintain an Automobile Liability policy of \$500,000 per person/\$1,000,000 per occurrence and a Commercial General Liability policy of \$500,000 per person/\$1,000,000 per occurrence; or alternatively, Consultant shall maintain an Automobile Liability policy and a Commercial General Liability policy each with a \$1,000,000 per occurrence combined single limit. WEDA shall be named as an additional insured under the Consultant's Automobile and Commercial General Liability coverages, providing that such insurance is primary with respect to claims

made by WEDA. These coverages shall be occurrence-based policies, and shall specifically provide that all coverage limits are exclusive of costs of defense, including attorney fees. The Consultant shall provide certificates of insurance to WEDA indicating compliance with this paragraph. It shall be an affirmative duty of the Consultant to notify WEDA in writing within two (2) days of the cancellation of or substantive change to any insurance policy set out herein, and failure to do so shall be a breach of this Agreement.

VIII. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of this Agreement, the Consultant shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, sex, national origin, or disability. Such actions shall include, but not be limited to the following: employment; upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant represents that it will require a similar affirmation of nondiscrimination in any contract it enters into with a subcontractor as part of the performance of this Agreement.

IX. PROHIBITED INTEREST

A. The Consultant agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further agrees that in the performance of the Agreement, no person having any such interests shall be employed.

B. No official or employee of the City or WEDA shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

X. GENERAL PROVISIONS

A. Independent Contractor. In the performance of the Project, the Consultant shall act as an independent contractor and not as agent of WEDA except to the extent the Consultant is specifically authorized to act as agent of WEDA.

B. Books and Records. The Consultant's books and records with respect to the Project and reimbursable costs shall be kept in accordance with recognized accounting principles and practices, consistently applied, and will be made available for WEDA's inspection at all reasonable times at the places where the same may be kept. The Consultant shall not be required to retain such books and records for more than three (3) years after completion of the Project.

C. Ownership and Format of Drawings. All plans, drawings, specifications and the like relating to the Project shall be the joint property of WEDA and Consultant. Upon completion of the Project, or at such other time as WEDA may require, the Consultant shall deliver to WEDA a complete corrected set of drawings in hard copy *and* in an electronic/digital format acceptable to WEDA and such additional copies thereof as WEDA may request, corrected as of the date of completion of the Project.

D. Responsibility; Liability.

1. Professional Liability. The Consultant shall exercise in its performance of the Project the standard of care normally exercised by nationally recognized organizations engaged in performing

comparable services. The Consultant shall be liable to WEDA for any loss, damages or costs incurred by WEDA for the repair, replacement or correction of any part of the Project that is deficient or defective as a result of any failure of the Consultant to comply with this standard.

2. Indemnification. To the fullest extent permitted by law and except for all professional liability claims, damages, losses and expenses, the Consultant shall indemnify, defend, and hold harmless WEDA and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Project, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Project itself) including the loss of use resulting therefrom, but only to the extent caused by the negligent act or omission of, or breach of contract by, the Consultant, any subcontractor of the Consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless WEDA and its agents and employees from and against all professional liability claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Project provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Project itself) including the loss of use resulting there from, but only to the extent caused by the negligent act or omission of, or breach of contract by, the Consultant, any subcontractor of the Consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph D.2. WEDA may, if it so desires, withhold the payments due the Consultant so long as shall be reasonably necessary to indemnify WEDA on account of such injuries.

In any and all claims against WEDA or any of its agents or employees by any employee of the Consultant, any subcontractor of the Consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this paragraph D.2 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under the workers' compensation acts, disability benefit acts or other employee benefit acts.

E. Communications. All communications relating to the day-to-day activities for the Project shall be exchanged between the following Project representatives of WEDA and the Consultant.

Project Representative for City
Acting on behalf of WEDA:

Name: Susan Grafton
Address: 4800 W 92nd Avenue
Westminster, CO 80031
Phone: 303-658-2113
email: sgrafton@cityofwestminster.us

Project Representative for Consultant:

Name: J. Brent McFall
Address: P.O. Box 998
Eagle, CO 81631
Phone: 970-328-3173
email: jbmac5@msn.com

All notices and communications required or permitted hereunder shall be in writing and delivered personally (which may include email to the address designated above) to the respective Project representatives of WEDA and the Consultant or shall be sent via registered mail, postage prepaid, return receipt requested to the parties at their addresses shown herein. When sent via registered mail, notices shall be effective three (3) days after mailing.

F. Assignment. The Consultant shall not assign this Agreement in whole or in part, including the Consultant's right to receive compensation hereunder, without the prior written consent of WEDA; provided, however, that such consent shall not be unreasonably withheld with respect to assignments to the Consultant's affiliated or subsidiary companies, and provided, further, that any such assignment shall not relieve the Consultant of any of its obligations under this Agreement. This restriction on assignment includes, without limitation, assignment of the Consultant's right to payment to its surety or lender.

G. Applicable Laws and Venue. This Agreement shall be governed by the laws of the State of Colorado. This Agreement shall be deemed entered into in both Adams County and Jefferson County, State of Colorado, as the City is located in both counties. At WEDA's option, the location for settlement of any and all claims, controversies and disputes arising out of or related to this Agreement or any breach thereof, whether by alternative dispute resolution or litigation, shall be proper only in either county.

H. Remedies. Consultant agrees that the economic loss rule as set forth in *Town of Alma v. Azco Construction, Inc.*, 10 P.3d 1256 (Colo. 2000), shall not serve as a limitation on the City's right to pursue tort remedies in addition to other remedies it may have against Consultant. Such rights and remedies shall survive the Project or any termination of this Agreement.

I. Entire Agreement. This Agreement and its attachments shall constitute the entire agreement between the parties hereto and shall supersede all prior contracts, proposals, representations, negotiations and letters of intent, whether written or oral, pertaining to the Project. To the extent there is any conflict between the terms of this Agreement and the terms of an attachment hereto, this Agreement shall control.

J. Subcontracting. Consultant may not employ subcontractors to perform work on the Project without WEDA's express prior written approval. Consultant is solely responsible for any compensation, insurance, and all clerical detail involved in employment of subcontractors.

K. Enforcement of Agreement. In the event it becomes necessary for either party to bring an action against the other to enforce any provision of this Agreement, in addition to any other relief that may be granted, the prevailing party in such action shall be entitled to an award of its reasonable attorney fees as determined by the Court.

L. Authorization. The person or persons signing and executing this Agreement on behalf of each Party, do hereby warrant and guarantee that he/she or they have been fully authorized to execute this Agreement and to validly and legally bind such Party to all the terms, performances and provisions herein set forth.

M. Immigration Compliance. To the extent this Agreement constitutes a public contract for services pursuant to C.R.S. § 8-17.5-101 et seq., the following provisions shall apply: Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. In addition, Consultant shall not enter into a contract with any entity that fails to certify to the Consultant that it shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. If Consultant obtains actual knowledge that an entity performing work under this Agreement knowingly employs or contracts with an illegal alien, Consultant shall notify the entity and WEDA within three (3) days that Consultant has actual knowledge that the entity is employing or contracting with an illegal alien. Furthermore, Consultant shall terminate such contract with the entity if, within three (3) days of receiving the notice required pursuant to this paragraph, the entity does not stop employing or contracting with the illegal alien. Except that Consultant shall not terminate the contract with the entity if during such three (3) days the entity provides information to establish that the entity has not knowingly employed or contracted with an illegal alien.

Consultant certifies that, prior to executing this Agreement, it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-verify program administered by the United States Department of Homeland Security and the Social Security Administration (the "E-verify Program"), or the employment verification program administered by the Colorado Department of Labor and Employment (the "Colorado Verification Program"). Consultant shall not use either the E-verify Program or the Colorado Verification Program procedures to undertake preemployment screening of job applicants while performing this Agreement.

Consultant shall comply with all reasonable requests by the Colorado Department of Labor and Employment made in the course of an investigation undertaken pursuant to the authority established in C.R.S. § 8-17.5-102(5).

INSURANCE CERTIFICATES REQUIRED BY THIS AGREEMENT SHALL BE SENT TO CITY MANAGER'S OFFICE, ATTENTION: SUSAN GRAFTON.

REMAINDER OF PAGE INTENTIONALLY BLANK.
SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the date first appearing above.

MCFALL ASSOCIATES, LLC

WESTMINSTER ECONOMIC
DEVELOPMENT AUTHORITY

By: _____

By: _____

Printed Name: J. Brent McFall

Printed Name: Herb Atchison

Title: _____

Title: Chairman

Address:

Address:

4800 West 92nd Avenue
Westminster, Colorado 80031

ATTEST:

ATTEST:

Title: _____

City Clerk

Corporate Seal (if applicable)

APPROVED AS TO LEGAL FORM

By: _____
City Attorney

Rev. 03/14

PROPOSAL TO PROVIDE CONSULTING SERVICES
TO
WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY
FOR
WESTMINSTER CENTER URBAN REINVESTMENT PROJECT

Under the direction and guidance of the Executive Director (City Manager), consulting services will be provided by McFall Associates, LLC (Consultant). Brent McFall shall provide all consulting services unless other associates are utilized in areas of specific expertise. In no case shall anyone associated with Consultant other than Brent McFall engage in providing consulting services under the terms of this proposal unless approved by the Executive Director.

Scope of Services

The Consultant shall provide general consulting services under the direction and guidance of the Executive Director (City Manager), including the following tasks:

- Advise team of WEDA (City) staff and consultants in developing and implementing strategy to facilitate redevelopment of the Westminster Center Urban Reinvestment Project (WURP).
- Regularly attend weekly staff meetings and other such meetings as is necessary to facilitate successful redevelopment at WURP. Meetings may be attended either in person, by telephone or video conference as agreed upon in advance.
- Participate in and facilitate negotiations with developer(s) of pre-development and final development agreements
- Work with team of City staff and consultants to develop finance strategies for public improvements for various phases of redevelopment at WURP.
- Work with all parties (City/WEDA/ developer) to facilitate execution of WURP redevelopment.
- Serve as project liaison with WEDA Board (Mayor and City Council) – provide at minimum one written project report monthly and one in person report quarterly in coordination with the City/WEDA team.
- Such other duties as may be required by the City Manager or WEDA Board from time to time.

Reimbursable Expenses

WEDA shall pay Consultant's pre-approved reimbursable expenses up to a maximum of \$7,500 for reasonable travel expenditures and other approved Project-related expenses. Such expenses may include travel to ICSC and/or developer offices, or other locations as necessary.

AGENDA

WESTMINSTER HOUSING AUTHORITY SPECIAL MEETING

MONDAY, DECEMBER 22, 2014

AT 7:00 P.M.

- 1. Roll Call**
- 2. Minutes of Previous Meeting** (November 24, 2014)
- 3. Public Hearings and New Business**
 - A. Sale of Property at 7287 Lowell Boulevard and 3630 West 73rd Avenue
- 4. Adjournment**

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE WESTMINSTER HOUSING AUTHORITY
MONDAY, NOVEMBER 24, 2014, AT 8:13 P.M.

ROLL CALL

Present at roll call were Chairperson Herb Atchison, Vice Chairperson Faith Winter, and Board Members Bruce Baker, Bob Briggs, Alberto Garcia, Emma Pinter, and Anita Seitz. Also present were J. Brent McFall, Executive Director, Hilary Graham, Acting Attorney, and Linda Yeager, Administrative Secretary.

MINUTES OF PRECEDING MEETING

Board Member Briggs moved, seconded by Baker, to approve the minutes of the meeting of July 28, 2014, as written and distributed. The motion carried unanimously.

RESOLUTION NO. 59 ADOPTING THE 2015 BUDGET

Board Member Seitz moved, seconded by Garcia, to adopt Resolution No. 59 approving the 2015 Westminster Housing Authority Budget. On roll call vote, the motion passed by unanimously.

ADJOURNMENT

There being no further business to conduct, the meeting adjourned at 8:14 p.m.

Chairperson

ATTEST:

Administrative Secretary

WHA Agenda Item 3 A

Agenda Memorandum

Westminster Housing Authority Meeting
December 22, 2014



SUBJECT: Sale of Property at 7287 Lowell Boulevard & 3630 W. 73rd Avenue

Prepared By: Tony Chacon, Senior Projects Coordinator

Recommended City Council Action

Approve the sale of the properties at 7287 Lowell Boulevard and 3630 W. 73rd Avenue to the City of Westminster.

Summary Statement

- The Westminster Housing Authority (WHA) purchased the properties at 7287 Lowell Boulevard and 3630 W. 73rd Avenue in 2004, at a value of \$550,000, with the intended purpose of making it available for redevelopment as a third phase to the Harris Park redevelopment efforts.
- The City of Westminster has approximately \$449,000 in remaining proceeds from a U.S. Department of Housing and Urban Development (HUD) Section 108 loan that is available to purchase the property from the WHA.
- Staff proposes that the WHA sell the property to the City of Westminster to facilitate future redevelopment of the site and adjacent City-owned properties.
- The sales transaction would provide the WHA with cash funds that could be used towards funding redevelopment at 73rd Avenue and Lowell Boulevard or other affordable housing initiatives throughout the City.

Expenditure Required: \$449,000 (approximate)

Source of Funds: \$449,000 Section 108 (approximate)

Policy Issue

Should the WHA sell the property to the City of Westminster to support future redevelopment of the southwest corner of 73rd Avenue and Lowell Boulevard?

Alternatives

The Board may choose not to sell the property to the City of Westminster. Staff recommends that the Board not consider this alternative as the sale will better facilitate the City's effort to redevelop the southwest corner of 73rd Avenue and Lowell Boulevard.

Background Information

The City of Westminster issued a request for proposal in 2001 seeking developers to pursue redevelopment projects in South Westminster. As a result, the City received a proposal from Community Builders to pursue redevelopment at 75th Avenue and Lowell Boulevard (Aspen Care Nursing Home site), in the 7200 block of Meade Street, and at the intersection of 73rd Avenue and Lowell Boulevard. Community Builders entered into a development agreement with the City of Westminster, the Westminster Economic Development Authority, and the WHA to construct townhouses on and across the street from the Aspen Care Nursing Home site and along Meade Street. The developer also was authorized to pursue development of additional townhouses and a two-story commercial building on the northwest corner of 73rd Avenue and Federal Boulevard, and a mixed use building (multi-family units over commercial space) building on the southwest corner of same intersection.

In 2004, the WHA acquired properties at 7287 Lowell Boulevard and 3630 W. 73rd Avenue, which were being utilized as a vehicle service and repair facility, with the intent to secure the properties for the proposed mixed use redevelopment project. The WHA acquired the properties at a cost of \$550,000. In 2010, Community Builders chose not to further pursue redevelopment of the southwest corner of 73rd Avenue and Lowell Boulevard given market conditions. In 2012, the City entered into a development agreement with another prospective developer to further pursue the mixed use redevelopment project. As a condition of the agreement, the City acquired several properties immediately south of the WHA owned property to facilitate the redevelopment. The City also pursued and received funding from HUD through the Section 108 Program from which the City funded the acquisitions. The City has a balance of funds of about \$449,000 with which to acquire the WHA owned property. This acquisition will give the City full control over all of the land needed to support a redevelopment project. The sales transaction will further assist the City in expending the remaining Section 108 funds on an eligible purpose in a timely manner. The City's failure to expend the remaining funds prior to the end of the year could result in the loss of the funds to support a future redevelopment on the site.

The proceeds from the sale would become a cash asset of the WHA and would not be subject to federal limitations or regulations. The funds could be used to provide funding for the redevelopment project at 73rd Avenue and Lowell Boulevard, such as assisting in the demolition of the buildings on the City owned properties, or be utilized to support other affordable housing endeavors throughout the City. Accordingly, Staff recommends that the Board authorize the sale of the property to the City of Westminster using the balance of Section 108 funds estimated at \$449,000.

These recommendations meet the Westminster City Council goal of supporting "*Vibrant and Inclusive Neighborhoods*" by ensuring financial resources are preserved and directed towards redevelopment and revitalization in the South Westminster community.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment: Properties Location Map

ATTACHMENT

Properties Location Map

