



WESTMINSTER

Staff Report

TO: The Mayor and Members of the City Council
DATE: February 3, 2016
SUBJECT: Briefing and Post-City Council Briefing Agenda for February 8, 2016
PREPARED BY: Stephen P. Smithers, Acting City Manager

Please Note: Study Sessions and Post City Council briefings are open to the public, and individuals are welcome to attend and observe. However, these briefings are not intended to be interactive with the audience, as this time is set aside for City Council to receive information, make inquiries, and provide Staff with policy direction.

Looking ahead to Monday night's Briefing and Post-City Council meeting briefing, the following schedule has been prepared:

| | |
|--|-----------|
| Dinner | 6:00 P.M. |
| Council Briefing (<i>The public is welcome to attend.</i>) | 6:30 P.M. |

CITY MANAGER'S REPORT

POST BRIEFING (*The public is welcome to attend.*)

PRESENTATIONS

1. State Legislative Update with City Lobbyists - **Verbal**
2. Proposed Amendment to the Westminster Station IGA with RTD

CITY COUNCIL REPORTS

None at this time.

EXECUTIVE SESSION

None at this time.

INFORMATION ONLY

1. Adopted 2015 Strategic Plan – Fall 2015 Status Report
2. Eaton Street Affordable Housing Project - Unit Mix Update

Items may come up between now and Monday night. City Council will be apprised of any changes to the post-briefing schedule.

Respectfully submitted,

Stephen P. Smithers
Acting City Manager

NOTE: Persons needing an accommodation must notify the City Manager's Office no later than noon the Thursday prior to the scheduled Study Session to allow adequate time to make arrangements. You can call [303-658-2161](tel:303-658-2161) /TTY 711 or State Relay) or write to mbarajas@cityofwestminster.us to make a reasonable accommodation request.



Staff Report

Post City Council Meeting
February 8, 2016



SUBJECT: Proposed Amendment to the Westminster Station IGA with RTD

PREPARED BY: Barbara Opie, Assistant City Manager
John Burke, Downtown Westminster Co-Project Manager
Hilary Graham, Deputy City Attorney

Recommended City Council Action

Review the attached proposed First Amendment to the City of Westminster Northwest Rail Electrified Segment Westminster Station Intergovernmental Agreement with the Regional Transportation District (RTD) and direct Staff to proceed in finalizing the agreement for consideration at an upcoming City Council meeting.

Summary Statement

- The City and the Regional Transportation District (RTD) entered into an intergovernmental agreement (IGA) for the Northwest Rail Electrified Segment Westminster Station in June 2012. The IGA allows the City to implement an alternative approach to RTD's base plan for commuter and bus access, parking, and pedestrian areas that will support the Westminster Station commuter rail station. Through their contract with Denver Transit Partners (DTP), the concessionaire for the Eagle P3 project, RTD has retained the responsibility for certain elements of the station plan including the track work, the station platform and the pedestrian tunnel that serves it. The IGA also has procedures through which the City can request upgrades (betterments) of the RTD elements of the station at a negotiated cost with Denver Transit Partners.
- Since the original Station IGA was executed, Westminster, RTD and DTP staff have been diligently working to complete each entities' required components to ensure an opening day in summer 2016. There were a number of deadlines in the original IGA that have since been completed and some that are still pending. Through mutual agreement, the parties have continually updated the schedule and are now targeting late summer of 2016 for the station opening (revenue date). Importantly however, the current IGA states the revenue date is March 31, 2016. Without this proposed amendment the City could face liquidated damages in the amount of \$8,965 per day if this IGA is not amended to show the new deadlines.

Expenditure Required: \$324,143 General Sales and Use Tax negotiated settlement;
Annual Costs Ranging from \$37,702 to \$70,683 plus indexation, subject to annual appropriation

Source of Funds: Sales and Use tax payments that would have been made by RTD;
General Fund operating budget (subject to annual appropriation)

Policy Issue

Does City Council concur with the items outlined within the background section and wish to proceed with finalizing this proposed IGA amendment?

Alternative

City Council could provide specific direction on any or all of the items noted in the background and direct Staff to renegotiate these items. Staff does not recommend this as key deadlines are looming that would have financial implications for the City (liquidated damages of \$8,965 per day) and Staff has worked diligently with RTD staff over the last 15 months to prepare this proposed amendment.

Background Information

In June 2012, the City and the Regional Transportation District (RTD) entered into an intergovernmental agreement (IGA) for the Northwest Rail Electrified Segment Westminster Station. Since that time, the City and RTD have worked diligently to acquire property, demolish buildings, relocate existing utilities, relocate the existing BNSF tracks, install new utilities, and construct the large retaining wall and pedestrian tunnel under the tracks. Additionally, the City commenced work on the north plaza, the parking garage, Westminster Station Drive and the Little Dry Creek drainage project. All of these elements have specific deadlines associated with their completion in the current IGA. Over the past 15 months, Staff and RTD have been working to amend the IGA to calculate the anticipated costs for the Operation and Maintenance (O&M) of the City requested betterments, identify the new deadlines, finalize the sales and use tax owed to the City and update up other exhibits that are attached to the IGA.

The following is a summary of the four areas proposed in this IGA amendment.

1. O&M Costs – In October of 2014, the City proposed a betterment to RTD’s base plan to reinvigorate this area of town and be a signature entrance to the City of Westminster. As previously reviewed with City Council, the City’s executed betterment is an extension of the pedestrian tunnel under the tracks to open/daylight to the south, allowing residents and commuters alike direct access to the Little Dry Creek Drainage and Open Space project and vice versa access from the south to the commuter rail station. This betterment includes the installation of an elevator for enhanced Americans with Disabilities Act (ADA) accessibility and increasing the size of the platform area to create an overlook of the park area under the shade of the signature large canopy structure. The Station Platform betterment was executed in October 2014 pursuant to the critical path needed to construct the betterment elements. However, due to time constraints in place at the time of executing the platform betterment, the ongoing operations and maintenance (O&M) cost element for the station was left to be negotiated at a later date. The Station Platform Betterment Operation and Maintenance costs (O&M Costs) have recently been completed by DTP and are captured in the IGA amendment.

Staff has been working with RTD and DTP to refine the ongoing O&M costs since the betterment was executed; delays have been incurred by all parties over the last 15 months due to other priorities and critical construction components. RTD is getting the final change order associated with this betterment’s ongoing O&M finalized; the figures in the attached Exhibit K (RPC-041) are the current estimates that Staff believes are reasonable and likely to be finalized and approved by RTD and DTP. Pursuant to the original Station IGA, these O&M costs associated with the Station Platform betterment will be offset against the original Station IGA change order O&M costs for RTD parking (reflected in Exhibit L Net O&M Schedule-NON-Indexed). The estimated costs associated with the original IGA O&M for the RTD parking was agreed to be \$960,646 and

had been evenly spread over the 28 year concessionaire agreement (through 2044) at \$34,304/year plus an indexed escalator; this amount was based on what RTD and its concessionaire would have paid over the 28 year period to maintain and operate their large surface parking lots as originally included within the base plan. The Station Platform betterment O&M is estimated at \$2,473,103 for the period 2016 through 2044. Rather than trying to evenly distribute the cost over the 28 year concessionaire period, RTD requested that the City and RTD simply do an annual calculation on what RTD owes the City and what the City owes RTD to determine a net annual amount. This amount is reflected in the new Exhibit L Net O&M Schedule – NON-Indexed. As can be seen in that schedule, the City will owe RTD each year, except in 2033, ranging from a low of \$37,702 to a high of \$70,683 plus the indexation factor (pursuant to the RTD/concessionaire indexation factor that takes in numerous federally tracked factors impacting costs). These amounts are for the incremental O&M cost increases to RTD and its concessionaire resulting from the Station Platform betterment construction that the City requested and paid for. These costs will be budgeted within the General Fund operating budget and will be subject to annual appropriation.

2. Key Deadlines – The original Station IGA includes RTD step-in rights and liquidated damages provisions tied to the original anticipated date of revenue service of March 31, 2016. As noted previously, RTD became aware of a likely later commencement of service date during 2014 and agreed to pass some of the additional construction time to the City for the construction of the parking garage, bus transfer station and other elements provided in the original IGA. The proposed amendment changes the earlier dates in the IGA to reference the revised Exhibit H Westminster Station Schedule dates. Originally, both were tied to a March 31, 2016, date; RTD recommends linking these to the revenue service date and meeting key dates within the revised Exhibit H. This is valuable as it provides the City until approximately May 25, 2016, to complete construction of the parking garage (as has been the verbal understanding since the contracts were executed by the City).
3. Sales & Use Tax Credit – RTD’s concessionaire encountered problems with their ability to track and remit their required sales and use tax pursuant to the original Station IGA. The original Station IGA clearly states that RTD and its concessionaire will pay the City’s sales and use tax, of which the general portion (3.0%) will be applied toward the City’s Local Agency Contribution (LAC) requirement. The FasTracks financial plan assumes and requires a 2.5% local agency contribution from local agencies in the district in consideration for the construction of transit improvements that will benefit them and their citizens. A separate IGA was executed June 26, 2012, for the City’s LAC with RTD that outlines those elements supporting the RTD project that the City may count as a credit toward the City’s LAC. This list of items includes the following in order of precedence toward meeting the City’s LAC obligation: conveyance of platform parcels needed for RTDs base plan; project permit and design review fees; sales and use tax receipts; utility tap fees; utility relocations; temporary construction easements; other funds contributed; and the Little Dry Creek storm water drainage project. As the sales and use tax revenues were not anticipated within the City’s revenue projections and there was great concern at the time Staff was negotiating the LAC that the City would not have sufficient contributions that could count towards the LAC, the general sales and use taxes owed for this project were included toward the LAC credit.

The cost of the Northwest Rail Electrified Segment (NWES) for the purpose of estimating the LAC totals \$137,000,000. Per RTD, applying the 2.5% LAC brings the total for the NWES to \$3,422,500 to be split evenly between Adams County and the City of Westminster (\$1,711,250 each). However, as the City of Westminster was attempting to acquire needed property for the Little Dry Creek storm water drainage improvement project in 2010, Adams County assisted with the acquisition of a key open space parcel in this area. As part of the agreement with Adams County to acquire this key parcel, the City agreed to cover the same amount (\$1,500,000) of

Adams County's LAC for the NWES. As such, the City's amount to cover in the LAC totals \$3,211,250 (i.e., \$1,711,250 plus \$1,500,000).

The City is required per the LAC to complete annual reconciliations with RTD through the construction period. The City has submitted reconciliations, which include all in kind and cash contributions known to date, including permit fees, irrigation tap fees, and temporary construction easements. Based on this latest report, in 2016 the City will have met its LAC requirement and exceeded it by \$30,707, prior to applying the sales and use tax credit (total LAC \$3,241,957).

Shortly after Staff began working with RTD on this proposed Station IGA amendment to address dates and O&M, RTD requested the City consider a negotiated settlement for the required sales and use tax owed. Per the Station and LAC IGA's, RTD shall remit to the City its general (3.0%) and voter designated sales and use taxes (0.25% Parks, Open Space & Trails (POST) and 0.6% Public Safety Tax (PST)). However, it notes that the City will rebate the general sales and use tax as a credit towards the City's LAC. RTD's concessionaire did not make accommodations within their accounting software and subcontracts for tracking and remitting sales and use tax. RTD requested the City consider a negotiated settlement for this component that would allow the LAC credit to be applied without the need for RTD's contractors to file returns and remit payment to the City, and without the City then rebating the payment. This negotiated settlement would also include the amount remitted to the City for the POST and PST amounts.

Sales Tax Division staff worked with RTD staff to identify materials, supplies and equipment utilized on site. The RTD team prepared a list of equipment that would be necessary for the construction work. Westminster Sales Tax Division staff researched approximate costs for the equipment identified to calculate the taxable value. Based on this work, the LAC credit for the general sales and use tax based off of approximately \$10.8 million of materials, supplies and equipment value totals \$324,143, and the amount that RTD will remit to the City for the voter designated taxes totals \$91,841. Based on this proposal, RTD will record as credit towards our LAC the \$324,143 rather than remitting this payment to the City for subsequent rebate. RTD will issue payment, however, for \$91,841 of voter designated POST and PST tax. The IGA amendment specifically notes that this settlement and agreement applies only to the construction of this phase of the NWES and not toward any future projects within the City limits.

As the language included within the LAC IGA is identical to that included in the Station IGA related to Sales and Use Tax, Staff anticipates returning to City Council with a proposed amendment to the LAC IGA to reflect this change as well. Staff anticipates bringing that amendment to the February 22, 2016, City Council meeting for consideration.

4. Other Maintenance, Exhibits and Item Clarifications – The updated Exhibit I and IA to the amendment clarify who is responsible for maintaining different elements around the garage, plazas, platform and associated sidewalks. Exhibit I mainly clarifies the maintenance responsibilities for the pedestrian underpass. As a result of the City's betterment to install a larger arched tunnel that daylight to the south into the Little Dry Creek drainage way, the City takes on the responsibility to provide cleaning, graffiti removal and aesthetic surface treatment in the pedestrian underpass. The revised exhibit also clarifies that RTD is responsible for maintaining the public art provided through RTD's Art-n-Transit program within the pedestrian underpass (i.e., the artistic treatment and lighting on the ceiling). Separately, the revised Exhibit IA is an updated map that reflects the snow removal responsibilities of RTD's concessionaire associated with the Station area, including the route from the parking garage through the pedestrian tunnel to the Station platform. These updates are recommended to clarify expectations upon completion of these elements of the IGA.

Some of the other exhibits are revised to accurately reflect changes necessary upon actual construction and value engineering efforts to date. Only the exhibits not referenced previously are noted below.

In Exhibit B, the Westminster Station – Site Plan/City Project is being revised to reflect the final permanent bus transfer station location. As City Council may recall, the original Westminster Station Plan had the permanent bus transfer station located on the south side of Westminster Station Drive immediately west of Federal Boulevard. Based on several variables, including the final land sale agreement with Nolan RV, Westminster Station Drive was shifted slightly south and the bus transfer station attached to the parking garage, improving the flow for the commuting public in their ability to park then ride the bus or take the bus and easily transfer to the commuter rail.

In Exhibits C-2 Special Warranty Deed Conveying Station Betterment Parcel and C-3 Legal Description of Station Betterment Parcel, these items reflect the change associated with the Station Platform betterment. Per the original Station IGA, it was anticipated that RTD would need to acquire some portions of property owned by the City on the south side of the rail road tracks in the Little Dry Creek drainage area per RTD’s base plan. Per the Station IGA, RTD would provide the City LAC credit for any property conveyed at a value of \$4.50 per square foot. Upon further review, those parcels were not necessary for the base plan. However, the transfer of ownership of some of the parcels are necessary for the Station Platform betterment, with the reservation of an easement for City maintenance, and are reflected in these exhibits. Since these parcels are necessary as a result of a betterment, and not the base plan, no LAC credit is applied.

Exhibits J (Operations & Maintenance (CREDIT) – RPC-006 South Westminster Station – Revised Scope (executed June 26, 2012), K (Operations & Maintenance – RPC-041 Westminster Station Platform Betterment (executed TBD 2016) and L (Net O&M Schedule – NON-Indexed) are noted to make it easier for those in the future managing this IGA to track expenses. Exhibits J and K are simply the actual change order documents from RTD that reflect the net change in cost to RTD or Westminster associated with these betterments. The new Exhibit L is simply taking information from Exhibits J and K and entering it into a spreadsheet to make it easier for future staff managing this IGA to know what to apply the agreed upon indexation in making future payments. This is noted above as it relates to future obligations of the City, subject to annual appropriation.

Exhibit B-1 Interim Bus Facilities Site is proposed to be deleted as the City is not constructing the interim site, and so this is not relevant to this IGA any longer.

Staff anticipates returning with the final IGA to City Council for approval at the February 22, 2016, City Council meeting. Staff anticipates receiving final change order numbers from RTD shortly and will update Exhibit L accordingly to include any revised figures associated with the Station Platform betterment O&M costs.

With the proposed betterment requests the City is documenting in this IGA amendment, in addition to the planned redevelopment efforts in the Transit Oriented Development area, Westminster Station will be unique, inviting, and more importantly, a catalyst for the transformation of south Westminster. This project to accommodate commuter rail transit within the City of Westminster and to 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,

Stephen P. Smithers
Acting City Manager

Attachments:

- A: First Amendment to City of Westminster Northwest Rail Electrified Segment Westminster Station Intergovernmental Agreement

Exhibits:

- B – Westminster Station – Site Plan/City Project
- C-2 – Special Warranty Deed Conveying Station Betterment Parcel
- C-3 – Legal Description of Station Betterment Parcel
- H – Westminster Station Schedule
- I – Westminster Station Operations & Maintenance Responsibilities Matrix
- IA – Snow Removal Lines of Demarcation
- J – Operations & Maintenance (CREDIT) – RPC-006 South Westminster Station – Revised Scope (executed June 26, 2012)
- K – Operations & Maintenance – RPC-041 Westminster Station Platform Betterment (executed TBD 2016; draft attached)
- L – Net O&M Schedule – NON-Indexed (draft attached)

FIRST AMENDMENT TO
CITY OF WESTMINSTER
NORTHWEST RAIL ELECTRIFIED SEGMENT
WESTMINSTER STATION
INTERGOVERNMENTAL AGREEMENT

ATTACHMENT A

THIS FIRST AMENDMENT to the CITY OF WESTMINSTER NORTHWEST RAIL ELECTRIFIED SEGMENT WESTMINSTER STATION INTERGOVERNMENTAL AGREEMENT ("First Amendment") is made and entered into this ____ day of _____, 2016 (the **Effective Date**) by and between the **CITY OF WESTMINSTER** (the **City**), a home-rule municipal corporation of the State of Colorado organized pursuant to Article XX of the Colorado Constitution, and the **REGIONAL TRANSPORTATION DISTRICT (RTD)**, a political subdivision of the State of Colorado organized pursuant to the Regional Transportation District Act, C.R.S. 32-9-101, et seq. The City and RTD may hereinafter be referred to individually as a **Party** and collectively as the **Parties**.

RECITALS

- A. RTD is statutorily authorized to develop, maintain, and operate a mass transportation system for the benefit of the inhabitants of the district.
- B. RTD and the City are Parties to the "City of Westminster Northwest Rail Electrified Segment Westminister Station Intergovernmental Agreement," dated June 26, 2012 (the **Station IGA**).
- C. The City is authorized by its Charter and RTD is authorized by its enabling statute to enter into this First Amendment.
- D. Pursuant to the Colorado Constitution, Article XIV, Section 18(2)(a), and C.R.S. § 29-1-201 , et seq. the Parties may cooperate or contract with each other to provide any function, service or facility lawfully authorized to each, and any such contract may provide for sharing of costs.
- E. The City has requested that a Betterment be implemented at the Westminister Station to construct improvements on the south side of the commuter rail line to connect with the commuter rail platform at Westminister Station and to the plaza and parking on the north of the rail line via the pedestrian underpass to be built by DTP (RPC-041) (the **Station Betterment**) pursuant to Section 5.4 of the Station IGA.
- F. The Station Betterment involves some re-design of Westminister Station, including, without limitation, the extension to the underpass, redesign of the station platform and platform systems, and re-design of platform canopies, and adds improvements on the south side, including, without limitation, the addition of an observatory deck, addition of an elevator, and addition of a structural observatory deck canopy.
- G. RTD has agreed to implement the construction work associated with the Station Betterment, subject to the terms and conditions including without limitation payment terms contained in a letter agreement executed by the Parties dated April 17, 2014 (the

Betterment Letter).

- H. The Station IGA contemplated the City conveying parcels NW-11 and NW-12 to RTD but RTD subsequently determined those parcels were no longer necessary to implement its Base Plan and that conveyance was not completed; however, a revised conveyance by the City to RTD is intended by the Parties as a result of the Station Betterment and will be addressed by this First Amendment as modified herein.
- I. The Parties further wish to amend the Station IGA to replace Exhibits B, H, I and IA and to add Exhibits C-2 and C-3, J, K and L, to reflect schedule and responsibility changes, funding for the operation and maintenance of the Station Betterment improvements, revised property transfer, and ongoing operation and maintenance cost impacts.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

A. GENERAL.

- 1. **Recitals.** The foregoing recitals are incorporated into this First Amendment by this reference.
- 2. **Scope.** If there is any conflict between the terms of this First Amendment and the Station IGA, the terms of this First Amendment shall control.
- 3. **Definitions.** Terms used but not defined in this First Amendment will have the same meanings as provided in the Station IGA.
- 4. **Exhibits.**
 - a. The following revised Exhibits are attached hereto and, as revised and incorporated herein by this reference, shall replace the corresponding exhibits to the Station IGA in their entirety:

Exhibit B – Westminster Station–Site Plan/City Project

Exhibit H – Westminster Station Schedule (Revised XX/XX/2016)

Exhibit I – Westminster Station Operations and Maintenance Responsibilities Matrix (Revised XX/XX/2016)

Exhibit IA – Snow Removal Lines of Demarcation (Revised XX/XX/2016)

- b. The following new Exhibits are attached hereto and incorporated herein by this reference:

Exhibit C-2 –Special Warranty Deed Conveying Station Betterment Parcel

Exhibit C-3 - Legal Description of Station Betterment Parcel

Exhibit J – Operations & Maintenance (CREDIT) – RPC-006 South Westminster Station – Revised Scope (executed June 26, 2012)

Exhibit K – Operations & Maintenance – RPC-041 Westminster Station Platform Betterment (executed **TBD** 2016)

Exhibit L – Net O&M Schedule – NON-Indexed

c. The following Exhibit is hereby deleted from the Station IGA:

Exhibit B-1 – Interim Bus Facilities Site

B. TEXT AMENDMENTS

1. **Section 1.2 Definitions** is amended as follows:

s. **RTD O&M Costs** means the aggregate of (i) ~~the amount in each calendar year identified in the executed Change Order between RTD and RTD's Concessionaire that represents the base annual operations and maintenance costs associated with the Base Plan's RTD Parking, Permanent Bus Facilities, Retaining Wall and North Plaza, expressed in 2010 dollars, that would have been incurred by RTD to operate and maintain the Base Plan over the term of the operating period of the Concession Agreement, net of deductions by RTD for resultant increases in operations and maintenance costs resulting from the implementation of the City Project and~~ (ii) ~~indexation of the base annual costs in accordance with Section 8.3 (Payment of RTD O&M Costs)~~ as set forth in Exhibit J.

2. **Section 1.2 Definitions** is further amended by the addition of the following new definitions:

z. **Station Platform Betterment O&M Costs** means the incremental increased costs incurred by RTD for operation and maintenance of the Station Betterment in each calendar year, expressed in 2010 dollars, as reflected in the RTD Change Report for such costs submitted by DTP and agreed by the City, as set forth in Exhibit K.

aa. **Net O&M Costs** means the net difference between (i) the Station Platform Betterment O&M Costs and (ii) the RTD O&M Costs in each calendar year from 2017 until 2044, as set forth in Exhibit L.

bb. **Indexed Net O&M Costs** means the Net O&M Costs indexed per section 8.3 (Payment of Net O&M Costs).

3. **Section 2.2.a (Platform and Pedestrian Underpass)** is amended as follows:

a. **Platform and Pedestrian Underpass.** No later than 30 calendar days from the First Amendment Effective Date, The City shall convey to RTD those portions of the properties identified as NW-11 and NW-12 on Exhibit C that are necessary for RTD to implement the Platform and southwestern portion of the

~~Pedestrian Underpass (the **Platform Parcels**). RTD shall, at its sole cost, provide legal descriptions for the Platform Parcels not later than 30 days from the Effective Date. The City shall convey the Platform Parcels to RTD via special warranty deed(s), substantially in the form of which is attached hereto to this First Amendment as Exhibit D-C-2, those portions of the properties identified as NW-11 and NW-12, legally described in the attached Exhibit C-3 (the Station Betterment Parcel), with nominal consideration to be paid by RTD; the value of those parcels will not count as a credit against the City's Local Agency Contribution as it supports the City requested Station Betterment implementation. Such conveyance shall be subject to an access and maintenance easement retained by the City for the maintenance of landscape, irrigation and other City improvements on the Station Betterment Parcel; not later than 60 days from the Effective Date; provided, if the City is unable to complete conveyance of a fee interest in the Platform Parcels to RTD by such date, the City shall convey a permanent and exclusive easement to RTD to be effective not later than 60 days from the Effective Date. Upon conveyance of fee interest in the Platform Parcels, RTD shall count the value of the Platform Parcels as a credit against the City's local agency contribution to the NWES, in accordance with the Local Match IGA.~~

4. **Section 2.2.g (RTD Transit Elements Easement)** is amended as follows:

g. **RTD Transit Elements Easement.** The City shall enter into an easement agreement (the **RTD Easement**) with RTD to govern the RTD Transit Elements installed on the Station Property and that shall include, to the extent necessary, the right of vehicular (including RTD buses and maintenance vehicles) and pedestrian ingress and egress thereto. The RTD Easement shall not be inconsistent with the terms of this IGA, ~~and shall, among other things, address the division of RTD's and the City's rights and responsibilities with respect to ongoing maintenance and capital repair costs of the RTD Transit Elements.~~ The Parties shall use best efforts to negotiate and agree on the RTD Easement within one year of the Effective Date and the RTD Easement shall be executed by the Parties no later than the January 1, 2014 or the date upon which the first RTD Transit Element is inspected and accepted by RTD, whichever is earlier. Legal descriptions for the RTD Easement shall be prepared by RTD and be based upon an RTD survey of completed construction of each of the RTD Transit Elements and an accessible pedestrian walkway between the Pedestrian Underpass Interface and the Parking Facility to be built by the City. The Parties agree legal descriptions may be appended to the RTD Easement by addendum, as and when necessary. The RTD Easement shall ~~not be recorded until~~ be modified upon final acceptance of the Project and after surveying by RTD to reflect all necessary updates to the legal descriptions of the RTD Easement. ~~have been appended to the RTD Easement.~~

5. **Section 6.4 (Sales and Use Taxes)** is replaced to read as follows:

6.4 Sales and Use Taxes.

a. RTD acknowledges that RTD Contractors are not exempt from the City's sales and use taxes pursuant to Title IV, Chapter 2 of the Westminster City Code. RTD acknowledges that the City imposes a 3.0 % general sales and use tax against all taxable transactions as defined in the Westminster City Code (the **City General Sales/Use Tax**), and two special voter approved and voter designated sales and uses taxes in the amount of 0.6% (designated for public safety purposes), and 0.25 % (designated for parks, open space and trails) (together, the **Voter Designated Sales/Use Taxes**). The City acknowledges that as partial consideration for the RTD Funding, the RTD O & M Costs, and other consideration provided by RTD pursuant to this IGA and the Local Agency Contribution IGA, the City shall accept a Local Match Credit in the amount of \$ [REDACTED] as a final settlement of RTD Contractors' City General Sales/Use Tax obligations. Within 30 days of the Effective Date of the First Amendment to the Station IGA, the City shall accept as final settlement of RTD Contractors' Voter Designated Sales/Use Tax a cash payment by RTD to the City in the amount of \$ [REDACTED]. Thereafter, RTD Contractors shall have no further obligations to report or pay the City General Sales/Use Tax or Voter Designated Sales/Use Taxes related to the construction and commencement of revenue service of the NWES to the Westminster Station.

b. This Section 6.4 applies only to work performed by RTD Contractors for the Northwest Rail Electrified Segment that is the subject of this Station IGA and applies only to work performed by RTD Contractors up to the date RTD commences revenue service to the Station. No credit for the Local Match Credit or the settlement of RTD Contractors' Voter Designated Sale/Use Tax payment shall be given by the City to RTD Contractors for any equipment or materials used by RTD Contractors in connection with any work other than the NWES that is the subject of this Station IGA, and RTD Contractors shall remain responsible for the payment of any sales and uses taxes that may be imposed by the City in relation to other work RTD Contractors may perform on behalf of RTD or others for other locations or projects.

6. Section 7.1 (Responsibilities) is amended as follows:

7.1 Responsibilities. Except as otherwise provided in this IGA, the City Project and the Station Betterment shall be operated and maintained in accordance with, and RTD and the City shall perform each of the duties assigned to each of them on, Exhibit I and Exhibit I-A. RTD shall ensure that the Concessionaire performs each of the duties assigned to it on Exhibit I and Exhibit 1-A.

7. Section 7.3 (Operations and Maintenance following the Concession Agreement Expiration or Termination) is amended as follows:

7.3 Operations and Maintenance following the Concession Agreement Expiration or Termination.

a. Not later than January 31, 2044, RTD and the City shall meet to negotiate an IGA to govern the Parties' rights and obligations with respect to the performance of, and/or payment for, the operation, maintenance and capital repair of the Parking

Facility, Permanent Bus Facilities, North Plaza, and Pedestrian Underpass Interface, and Station Betterment following the expiration of the Concession Agreement (the **O&M IGA**). The Parties currently anticipate that the performance of operation and maintenance responsibilities shall remain substantially unchanged, but that reimbursement between the Parties for costs incurred in performing such activities shall be renegotiated to more accurately reflect costs anticipated to be incurred in 2045 and subsequent years. The Parties shall exchange then-current documentation, including maintenance plans and actual costs incurred therefor, necessary to establish each Party's costs eligible for reimbursement from the other Party. The Parties shall make best efforts to execute the O&M IGA, which shall be effective as of January 1, 2045, prior to completion of the budget authorization process of each of the Parties.

b. In the event of early termination of the Concession Agreement, RTD and the City shall amend this IGA either to identify a substitute Concessionaire or to remove the Concessionaire and require RTD to assume all delegated Concessionaire duties identified in Section 4.5 (*Concessionaire Duties*); **provided** all other rights and obligations of the Parties, including obligations to make payment to the other Party, shall remain unchanged unless mutually agreed by the Parties. For the avoidance of doubt, the ~~amount of RTD Funding and RTD owed per the Net~~ O&M Costs required to be paid to either by RTD or to the City under this IGA in the event of an early termination of the Concession Agreement shall remain unchanged.

8. **Section 8.1 (Local Agency Contribution)** is deleted as follows:

~~**8.1 Local Agency Contribution.** As consideration for the conveyance of the Platform Parcels to RTD, RTD shall, in accordance with the provision of the Local Agency Contribution IGA, credit toward the City's NWES local agency contribution \$4.50 per each square foot conveyed to RTD, which amount represents the agreed fair market value of the Platform Parcels.~~

9. **Section 8.2.d (Payment)** is amended as follows:

d. **Payment.** Within 30 days of receipt of the City's invoice, RTD shall pay undisputed amounts claimed in the City's invoice until such time as RTD has paid the RTD Funding; **provided**, (i) that portion of the RTD Funding that is attributable to tap fees shall be credited against the City's Local Agency Contribution in accordance with the Local Agency Contribution IGA and (ii) RTD shall retain 5% of the RTD Funding until such time as the RTD Transit elements to be built by the City, the Retaining Wall and the North Plaza are inspected and accepted by RTD. ~~Within 30 days of final inspection and acceptance by RTD of the RTD Transit Elements to be built by the City, the Retaining Wall and the North Plaza, RTD shall pay to the City the remainder of the RTD Funding.~~

10. **Section 8.3 (Payment of RTD O&M Costs)** is amended as follows:

8.3 Payment of Net O&M Costs.

a. **Indexation.** Each calendar year, commencing on January 1, 2017, RTD shall index the Net O&M Costs in accordance with Section 1 of Part G of Attachment

~~11 (Service Payments) to the Concession Agreement, where: **RTD O&M Costs.** As compensation to the City for costs incurred in maintaining, and performing capital maintenance of, the RTD Parking, the Permanent Bus Facilities, the Retaining Wall and the North Plaza, RTD shall make monthly payments to the City, the aggregate of which shall equal the RTD O&M Costs.~~

- ~~i. $BASP_n$ equals the Indexed Net O&M Costs in calendar year n ;~~
- ~~ii. $BAISP_{NWESbase}$ equals the Net O&M Cost in calendar year n ; and~~
- ~~iii. Each of the $BAISP_{EChase}$, $BAISP_{GLbase}$, and $ABANISP_n$ equal \$0.~~

~~**b. Payment of Indexed Net O&M Costs.** In each calendar year from 2017 until 2044, by January 31 of each calendar year, RTD shall notify the City of the Indexed Net O&M Costs calculated in accordance with this Section 8.3 for that calendar year. The respective party shall pay the other party the Indexed Net O&M Costs based off of Exhibit L. **Indexation.** Each calendar year, commencing on January 1, 2017, RTD shall index the base annual RTD O&M Costs of \$34,309 in accordance with Section 1 of Part G of Attachment 11 (Service Payments) to the Concession Agreement, where:~~

- ~~i. $BASP_n$ equals the aggregate RTD O&M Costs (including indexation) in calendar year n ;~~
- ~~ii. $BAISP_{NWESbase}$ equals \$34,309; and~~
- ~~iii. each of $BAISPEChase$, $BAISPGlbase$, and $ABANISP_n$ equal \$0.~~

~~**c. Invoicing and Payment Disputes.** The party due payment in that calendar year shall submit to the other party. RTD shall notify the City of the aggregate RTD O&M Costs to be paid to the City in that calendar year. In each calendar year from January 31, 2017 until January 1, 2045, the City shall become entitled to payment of the RTD O&M Costs calculated in accordance with this Section 8.3 (Payment of RTD O&M Costs) for that calendar year. Within 30 days following the last date of each calendar month, the City shall submit to RTD an invoice for the RTD Net O&M Costs, and, within 30 calendar days of receipt of the City's invoice, RTD the receiving party shall pay all undisputed amounts claimed until such time as RTD has paid the RTD O&M Costs due in that calendar year in the invoice. Any disputed amounts shall be resolved following **Section 11 (Disputes).**~~

11. Section 9.2 (RTD Step-In Rights) is amended as follows:

9.2 RTD Step-In Rights. Subject to Section 9.1, if the City fails to meet any of the milestone dates or durations identified in Exhibit H and RTD determines that the City will thereafter be unable to complete the Parking Facility, the Interim Bus Facilities and/or Permanent Bus Facilities (excluding the Bus Facilities Transit Amenities), the North Plaza and/or the Associated Infrastructure for which the City is responsible by the later of the applicable completion date identified in Exhibit H or March 31, 2016, **[revenue service date – actual date to be inserted]**, RTD will be entitled to carry out, or arrange to have carried out, the work necessary either to implement the Base Plan or to complete the City Project (in RTD's sole discretion), including acceleration and delay costs (each as applicable), at the cost and expense of the City. In such event, RTD shall notify the City that it intends to exercise its right under this Section 9.2 and shall provide the City with 60 days to cure or provide a plan to cure the breach or breaches identified in the RTD step-in notice.

If after the 60-day cure period has elapsed, the City shall have failed to cure or provide a plan that, in RTD's sole discretion, is adequate to cure, RTD shall exercise its step-in rights and shall thereafter have no obligation to make payments toward the RTD Funding for work performed after the date of the final step-in notice. The City shall, to the extent it has not already done so, immediately grant to RTD the RTD Easement and any other temporary construction easements necessary for RTD to complete the Base Plan or the City Project on the Station Property. RTD shall be entitled to draw and retain the full amount of the City's payment and performance bond as full or partial payment therefor. The right of RTD to retain the unpaid balance of the RTD Funding and draw upon the payment and performance bond is not intended to constitute a penalty, but is intended to be, and shall constitute, liquidated damages to compensate RTD for the cost of procuring and paying for the work and for other costs incurred by RTD in reliance upon the City's agreement to enter into the transactions contemplated hereby. The Parties acknowledge that it is difficult to ascertain the amount of actual damages that would be incurred by RTD in such circumstances, and that such liquidated damages are a reasonable estimate of the presumed actual damages that would be incurred by RTD. RTD agrees that if it exercises its step-in rights under this Section 9.2, that the City shall have no obligation to pay liquidated damages under Section 9.3.

12. Section 9.3 (Liquidated Damages) is amended as follows:

9.3 Liquidated Damages.

a. Recognizing that time is of the essence in completing the City Project, that completion of certain elements of the City Project are necessary for commencement of revenue service of the NWES, and that in the event of failure to complete those elements of the City Project it would be difficult to determine the exact amount of the loss suffered by RTD due to the City's failure to complete such work, if:

i. the City shall fail to obtain final inspection and acceptance by RTD, the Concessionaire and BNSF, as applicable, of the Retaining Wall by the Retaining Wall Completion Date and such failure, despite the exercise of best efforts on the part of the Concessionaire to minimize and mitigate the effects of such failure in accordance with the Concession Agreement, prevents the Concessionaire from commencing revenue service to the Station on ~~March 31, 2016~~, **[revenue service date – actual date to be inserted]**, subject to Section 4.1b of this IGA; or

ii. the City shall fail to acquire the North Plaza Property and provide access thereto to the Concessionaire by April 15, 2013 and such failure, despite the exercise of best efforts on the part of the Concessionaire to minimize and mitigate the effects of such failure in accordance with the Concession Agreement, prevents the Concessionaire from commencing revenue service to the Station, subject to Section 4.1b of this IGA on ~~March 31, 2016~~ **[revenue service date – actual date to be inserted]**; or

iii. the City shall fail to obtain final inspection and acceptance by RTD of all pedestrian connections between the Pedestrian Underpass and adjacent public rights of way that are necessary for RTD patrons to reach the Pedestrian Underpass on or before the later of March 31, 2016 and the date that the Concessionaire is certified and ready to commence revenue service to the Station and RTD **[revenue service date – actual date to be inserted]**, and, as a result of the City's failure, directs the Concessionaire DTP to postpone commencement of revenue service to the Station,

the City shall pay to RTD as liquidated damages and not as a penalty an amount for each and every day of delay calculated by reference to the amount of revenue service payments due and payable to the Concessionaire for delivery of such service, to wit, an amount equal to \$8,965.00 per day; provided further that, other than as provided for in this IGA, any failure to perform will not be considered excusable.

b. The obligations of the City under this Section 9.3 are not intended to constitute a penalty, but are intended to be, and shall constitute, liquidated damages to compensate RTD for the cost of delay in completion of the City Project incurred by RTD in reliance upon the City's agreement to perform such work in accordance with the terms herein.

C. DOCUMENTS OTHERWISE UNCHANGED

Except as specifically provided in this First Amendment, the Station IGA remains unchanged and in full force and effect in accordance with its terms. Each reference to the Station IGA shall be a reference to the Station IGA, as amended by this First Amendment and as it may be further amended, supplemented and otherwise modified and in effect from time to time.

D. CAPTIONS

The captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this First Amendment.

E. GOVERNING LAW

This First Amendment shall be construed in accordance with, and this First Amendment and all matters arising out of or relating in any way whatsoever to this First Amendment (whether in contract, tort or otherwise) shall be governed by, the law of the State of Colorado.

F. EXECUTION IN COUNTERPARTS

This First Amendment may be executed and delivered in counterparts (including by electronic transmission), each of which will be deemed an original, but all of which when taken together will constitute a single contract. This First Amendment is effective when it has been executed by each Party.

G. BINDING EFFECT

This First Amendment is binding upon and inure to the benefit of the Parties and their respective successors and assigns.

H. SEVERABILITY

The provisions of this First Amendment are severable and any provision of this First Amendment held to be invalid, illegal or shall not affect the validity, legality or enforceability of the remaining provisions.

I. LAW

This First Amendment shall be construed and enforced in accordance with the laws of the State of Colorado.

IN WITNESS WHEREOF, the City and RTD have executed, through their respective lawfully empowered representatives, this First Amendment as of the above stated Effective Date.

ATTEST:

CITY OF WESTMINSTER

By: _____
Michelle Parker
City Clerk

By: _____
Donald M. Tripp
City Manager

APPROVED AS TO LEGAL FORM FOR
WESTMINSTER:

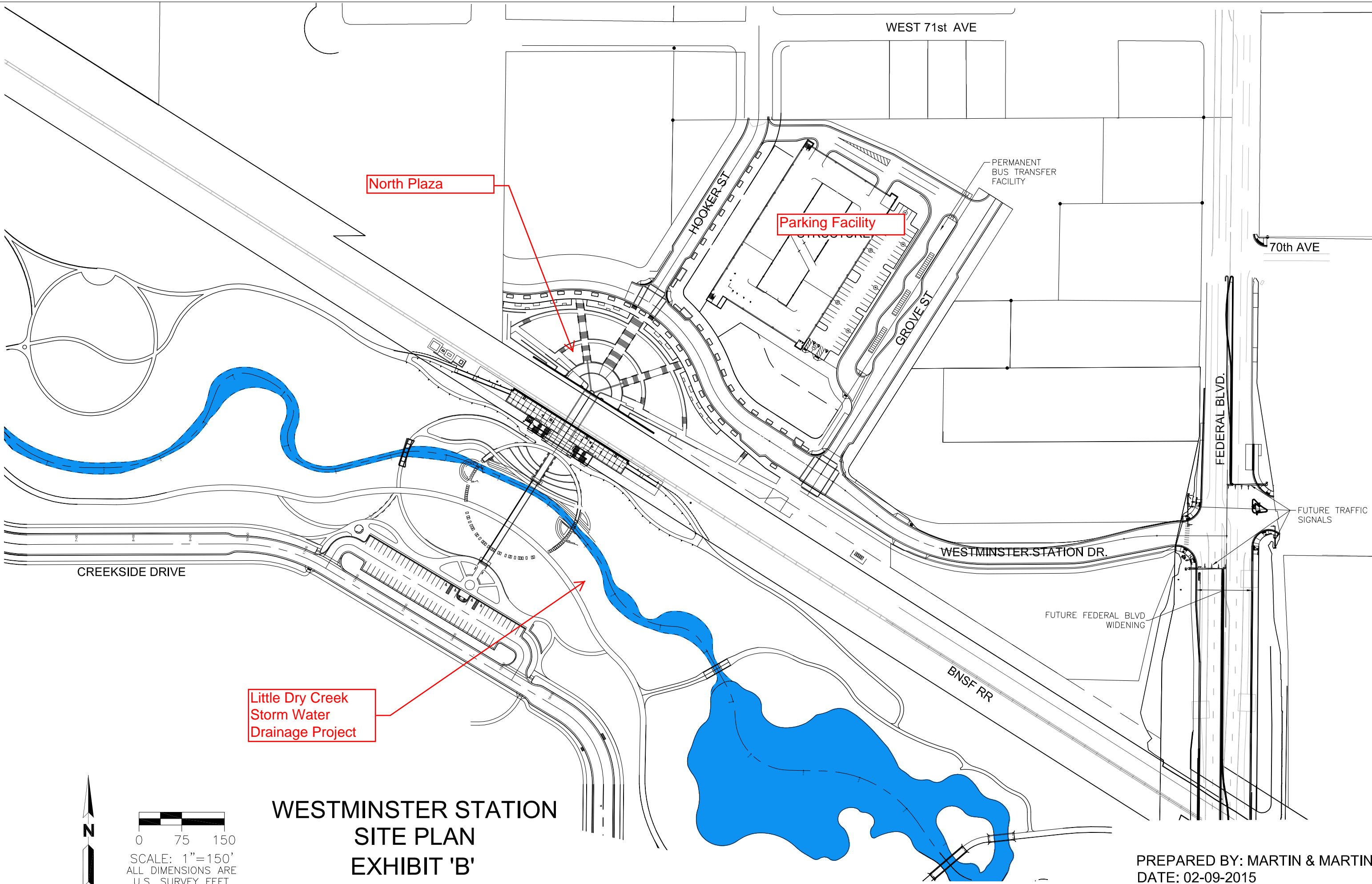
By: _____
David Frankel
City Attorney

REGIONAL TRANSPORTATION DISTRICT

By: _____
David Genova
General Manager and CEO

APPROVED AS TO LEGAL FORM FOR RTD:

By: _____
Associate General Counsel



North Plaza

Parking Facility

Little Dry Creek
Storm Water
Drainage Project

WESTMINSTER STATION
SITE PLAN
EXHIBIT 'B'

0 75 150
SCALE: 1"=150'
ALL DIMENSIONS ARE
U.S. SURVEY FEET

PREPARED BY: MARTIN & MARTIN
DATE: 02-09-2015

**FIRST AMENDMENT
EXHIBIT C-2**

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this _____ day of _____, 2016, between the **City of Westminster**, a home-rule municipal corporation of the State of Colorado, organized pursuant to Article XX of the Colorado Constitution, whose legal address is 4800 W. 92nd Avenue, Westminster, Colorado, 80031, as "Grantor," and **Regional Transportation District**, a political subdivision of the State of Colorado, whose legal address is 1600 Blake Street, Denver, Colorado 80202, as "Grantee."

WITNESS, that Grantor, for and in consideration of the sum of ten and no/100 Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, its successors forever, all the real property, together with improvements, if any, situate, lying and being in the County of Adams, State of Colorado, described as follows:

See EXHIBIT "A," IDENTIFYING PARCELS NW-12B AND NW-12C BY LEGAL DESCRIPTION AND MAPS, ATTACHED HERETO AND INCORPORATED HEREIN.

RESERVING THEREFROM a permanent, non-exclusive easement allowing Grantor the right of ingress and egress to operate, repair, replace, inspect, plant, maintain and irrigate, as needed and as determined in Grantor's sole discretion, any and all landscaping, irrigation and surface improvements thereon or adjacent to (collectively, the "Improvements"). This easement shall be subject to Grantee's right to the undisturbed use, enjoyment and occupancy of the property, and Grantor's access under this easement shall be subject to reasonable conditions necessary to minimize service interruptions; and to ensure the health, safety, and welfare of the public, Grantee, and Grantee's contractors and employees.

TOGETHER with all and singular hereditaments and appurtenances thereto belonging, or in any way appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee and its heirs and assigns forever. Grantor, for itself and its successors and assigns, does covenant and agree that it shall and will warrant and forever defend the above bargained premises in the quiet and peaceable possession of the Grantee, its heirs and assigns, against all and every person or persons claiming the whole or any part thereof by through or under the Grantor; except taxes and assessments for the current year and all subsequent years; and except inclusion of the property in any special taxing district; and except rights of third parties not shown by the public records of which Grantee had actual knowledge; and except easements, restrictions, liens, reservations, leases, covenants and other instruments of record.

IN WITNESS WHEREOF, Grantor has executed this deed on the date set forth above.

**GRANTOR:
CITY OF WESTMINSTER**

By: _____
Donald M. Tripp, City Manager

STATE OF COLORADO)
) ss:
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me as of the _____ day of _____, 2015, by Donald M. Tripp, as Authorized Representative of the City of Westminster on its behalf.

WITNESS my hand and official seal.

Notary Public

My Commission Expires: _____

(S E A L)

**FIRST AMENDMENT
EXHIBIT C-3**

LEGAL DESCRIPTIONS - SPECIAL WARRANTY DEED

EXHIBIT "A"
PARCEL NO. NW-12B
Date: April 15, 2015
DESCRIPTION



Parcel No. NW-12B of the RTD Northwest Electrified Segment Corridor, being a portion of the parcel of land described at Reception No. 200800000231, recorded on January 2, 2008, in the Adams County Clerk and Recorder's Office, located in the Northwest Quarter of Section 5, Township 3 South, Range 68 West of the 6th Principal Meridian, Adams County, Colorado, being more particularly described as follows;

COMMENCING at the West Quarter Corner of said Section 5 (a found 2-½" aluminum cap stamped "FLATIRONS SURVEYING T3S R68W ¼ S6 S5 2010 LS 16406");
WHENCE the Center Quarter Corner of Section 6, Township 3 South, Range 68 West of the Sixth Principal Meridian (witnessed by a found 3" aluminum cap stamped "W C T3S R68W C ¼ S6 ↓ 35' LS 25953 1996") bears S89°50'28"W a distance of 2643.34 feet (basis of bearing - assumed);
THENCE N58°49'34"E a distance of 1770.72 feet the intersection of the South line of said RTD Northwest Electrified Segment Corridor and the East line of said Reception No. 200800000231, being the POINT OF BEGINNING;

THENCE S00°43'48"W, coincident with said East line, a distance of 20.67 feet;
THENCE N57°18'07"W, a distance of 12.34 feet;
THENCE N85°57'45"W, a distance of 6.25 feet;
THENCE N56°35'52"W, a distance of 75.10 feet;
THENCE N31°10'38"W, a distance of 4.71 feet;
THENCE N57°18'07"W, a distance of 25.37 feet, tangent with the following described curve;
THENCE along the arc of a curve to the right, having a central angle of 56°44'56", a radius of 11.00 feet, a chord bearing of N28°55'39"W a distance of 10.46 feet, and an arc distance of 10.90 feet to a point of reverse curvature with the following described curve;
THENCE along the arc of a curve to the left, having a central angle of 44°22'25", a radius of 1.50 feet, a chord bearing of N22°44'23"W a distance of 1.13 feet, and an arc distance of 1.16 feet to point of compound curvature with the following described curve;
THENCE along the arc of a curve to the left, having a central angle of 32°18'32", a radius of 146.00 feet, a chord bearing of N61°04'52"W a distance of 81.24 feet, and an arc distance of 82.33 feet to a point of reverse curvature with the following described curve;
THENCE along the arc of a curve to the right, having a central angle of 34°43'35", a radius of 188.00 feet, a chord bearing of N59°52'20"W a distance of 112.21 feet, and an arc distance of 113.94 feet to a point of reverse curvature with the following described curve;
THENCE along the arc of a curve to the left, having a central angle of 27°39'01", a radius of 72.00 feet, a chord bearing of N56°20'03"W a distance of 34.41 feet, and an arc distance of 34.75 feet;
THENCE N20°38'13"E, non-tangent with the last described curve a distance of 22.27 feet to said South line of RTD Corridor;

THENCE S57°17'39"E, coincident with said South line of RTD Corridor, a distance of 25.57 feet to a non-tangent curve;

THENCE along the arc of a curve to the left, having a central angle of 5°09'22", a radius of 149.50 feet, a chord bearing of N78°59'48"W a distance of 13.45 feet, and an arc distance of 13.45 feet to a point of compound curvature with the following described curve;

THENCE along the arc of a curve to the left, having a central angle of 159°57'28", a radius of 3.00 feet, a chord bearing of S18°26'47"W a distance of 5.91 feet, and an arc distance of 8.38 feet to a point of reverse curvature with the following described curve;

THENCE along the arc of a curve to the right, having a central angle of 18°51'00", a radius of 81.50 feet, a chord bearing of S52°06'27"E a distance of 26.69 feet, and an arc distance of 26.81 feet to a point of reverse curvature with the following described curve;

THENCE along the arc of a curve to the left, having a central angle of 34°26'15", a radius of 181.50 feet, a chord bearing of S59°54'05"E a distance of 107.46 feet, and an arc distance of 109.09 feet to a point of reverse curvature with the following described curve;

THENCE along the arc of a curve to the right, having a central angle of 13°21'04", a radius of 155.50 feet, a chord bearing of S70°26'40"E a distance of 36.15 feet, and an arc distance of 36.23 feet to said South line of RTD Corridor;

THENCE S57°17'39"E, non-tangent with the last described curve and coincident with said South line of RTD Corridor, a distance of 170.28 feet to the POINT OF BEGINNING.

Containing 4,776 square feet, (0.110 Acres), more or less.

Prepared by:
Aaron D. Willis PLS 37064
For and on behalf of Jacobs Engineering Group Inc.
707 17th Street #2400
Denver, CO 80202
303.820.5240



EXHIBIT "A"
PARCEL NO. NW-12C-Rev1
Date: August 8, 2015
DESCRIPTION



Parcel No. NW-12C-Rev1 of the RTD Northwest Electrified Segment Corridor, being a portion of LOT 2, BLOCK 1, FEIGHNER SUBDIVISION recorded in File 14, Map 636 on April 8, 1980, in the Adams County Clerk and Recorder's Office, located in the Northwest Quarter of Section 5, Township 3 South, Range 68 West of the 6th Principal Meridian, Adams County, Colorado, being more particularly described as follows;

COMMENCING at the West Quarter Corner of said Section 5 (a found 2-½" aluminum cap stamped "FLATIRONS SURVEYING T3S R68W ¼ S6 S5 2010 LS 16406");
WHENCE the Center Quarter Corner of Section 6, Township 3 South, Range 68 West of the Sixth Principal Meridian (witnessed by a found 3" aluminum cap stamped "W C T3S R68W C ¼ S6 ↓ 35' LS 25953 1996") bears S89°50'28"W a distance of 2643.34 feet (basis of bearing - assumed);
THENCE N58°49'34"E a distance of 1770.72 feet to the intersection of the South line of said RTD Northwest Electrified Segment Corridor and the West line of said Lot 2, Block 1, being the POINT OF BEGINNING;

THENCE S57°17'39"E, coincident with said South line of RTD Corridor, a distance of 82.66 feet, non-tangent with the following described curve;
THENCE along the arc of a curve to the right, having a central angle of 15°04'38", a radius of 155.50 feet, a chord bearing of S43°23'18"E a distance of 40.80 feet, and an arc distance of 40.92 feet to a point of reverse curvature with the following described curve;
THENCE along the arc of a curve to the left, having a central angle of 39°00'40", a radius of 177.50 feet, a chord bearing of S55°21'19"E a distance of 118.53 feet, and an arc distance of 120.86 feet to a point of compound curvature with the following described curve;
THENCE along the arc of a curve to the left, having a central angle of 75°09'10", a radius of 4.50 feet, a chord bearing of N67°33'46"E a distance of 5.49 feet, and an arc distance of 5.90 feet;
THENCE N29°59'11"E, tangent with the last described curve a distance of 9.32 feet to said South line of RTD Corridor;
THENCE S57°17'39"E, coincident with said South line of RTD Corridor, a distance of 14.98 feet;
THENCE S32°42'21"W a distance of 21.85 feet, non-tangent with the following described curve;
THENCE along the arc of a curve to the left, having a central angle of 8°07'58", a radius of 197.00 feet, a chord bearing of N66°39'28"W a distance of 27.94 feet, and an arc distance of 27.96 feet to a point of reverse curvature with the following described curve;
THENCE along the arc of a curve to the right, having a central angle of 35°08'58", a radius of 188.00 feet, a chord bearing of N53°08'58"W a distance of 113.53 feet, and an

arc distance of 115.33 feet to a point of reverse curvature with the following described curve;

THENCE along the arc of a curve to the left, having a central angle of $38^{\circ}03'54''$, a radius of 122.00 feet, a chord bearing of $N54^{\circ}36'26''W$ a distance of 79.57 feet, and an arc distance of 81.05 feet to a point of reverse curvature with the following described curve;

THENCE along the arc of a curve to the right, having a central angle of $16^{\circ}20'16''$, a radius of 76.00 feet, a chord bearing of $N65^{\circ}28'15''W$ a distance of 21.60 feet, and an arc distance of 21.67 feet;

THENCE $N57^{\circ}18'07''W$, tangent with the last described curve to said West line of Lot 2, Block 1, a distance of 5.80 feet;

THENCE $N00^{\circ}43'48''E$, coincident with said West line of Lot 2, Block 1, a distance of 20.67 feet to the POINT OF BEGINNING.

Containing 2,935 square feet, (0.067 Acres), more or less.



Prepared by:
Aaron D. Willis PLS 37064
For and on behalf of Jacobs Engineering Group Inc.
707 17th Street #2400
Denver, CO 80202
303.820.5240

| Sheet Revisions | | |
|-----------------|--|----------|
| Date | Description | Initials |
| 09-25-09 | RFP Release | JSX |
| 02-19-10 | Updated Design Files / Add Acquisition Shapes | DDH |
| 12-20-10 | Updated Design Files / Add Acquisition Shapes | DDH |
| 02-03-11 | Updated Design Files, Remove Parcel NW-13A | DDH |
| 08-18-11 | Add Parcel NW-10 | DDH |
| 05-22-12 | Updated Design and Proposed Acquisition Shapes | JSX |
| 10-23-12 | Updated NW-12 & NW-12A | JSX |

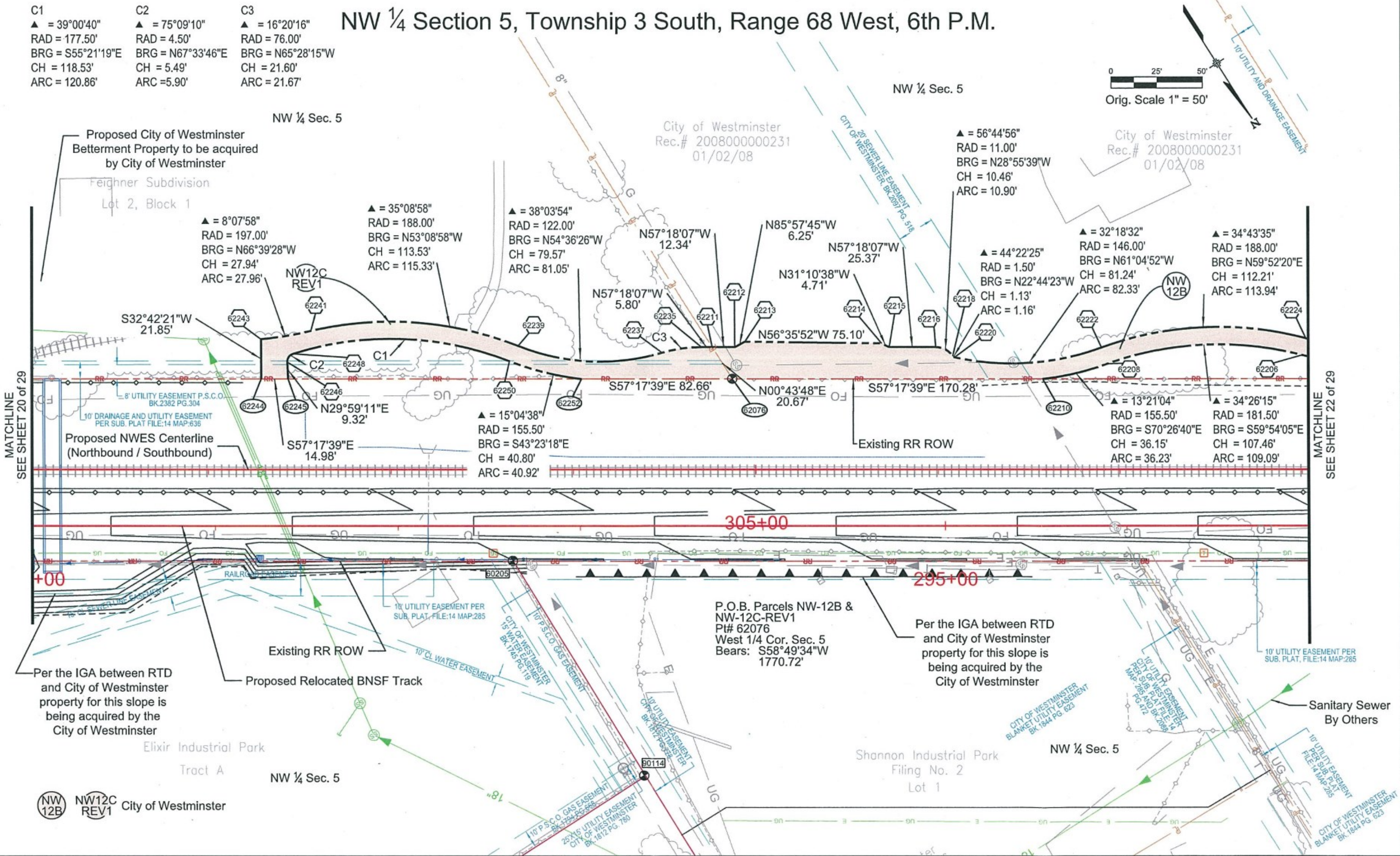
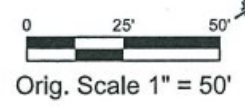
| Sheet Revisions | | |
|-----------------|--|----------|
| Date | Description | Initials |
| 04-07-15 | Removed Parcels NW-12-REV1 & NW-12A-REV1 | BPB |
| 04-20-15 | Added Parcels NW-12B & NW-12C | BPB |
| 08-06-15 | Revised Parcel NW-12C | BPB |

| Sheet Revisions | | |
|-----------------|-------------|----------|
| Date | Description | Initials |
| | | |
| | | |
| | | |

| Right of Way Plans | | | | |
|--|-----------------|----------------|------------|----------------------|
| Plan Sheets | | | | |
| Project Number: 072120 | | | | |
| Project Location: RTD FasTracks NWES Corridor - Unit C | | | | |
| Project Location: Pecos St. to 72nd Avenue | | | | |
| Project Code: | Last Mod. Date: | Subset Sheets: | Sheet No.: | Total No. of Sheets: |
| | 08-06-15 | | 21 | 26 |

NW 1/4 Section 5, Township 3 South, Range 68 West, 6th P.M.

- | | | |
|--|--|---|
| C1 ▲ = 39°00'40" RAD = 177.50' BRG = S55°21'19"E CH = 118.53' ARC = 120.86' | C2 ▲ = 75°09'10" RAD = 4.50' BRG = N67°33'46"E CH = 5.49' ARC = 5.90' | C3 ▲ = 16°20'16" RAD = 76.00' BRG = N65°28'15"W CH = 21.60' ARC = 21.67' |
|--|--|---|



MATCHLINE SEE SHEET 20 of 29

MATCHLINE SEE SHEET 22 of 29

| Sheet Revisions | | |
|-----------------|--|----------|
| Date | Description | Initials |
| 09-25-09 | RFP Release | JSX |
| 02-19-10 | Updated Design Files / Add Acquisition Shapes | DDH |
| 12-20-10 | Updated Design Files / Add Acquisition Shapes | DDH |
| 02-03-11 | Updated Design Files | DDH |
| 08-18-11 | Adjust Sheet Numbers | DDH |
| 05-22-12 | Updated Design and Proposed Acquisition Shapes | JSX |
| 04-07-15 | Removed Parcel NW-12-REV1 | BPB |

| Sheet Revisions | | |
|-----------------|---------------------|----------|
| Date | Description | Initials |
| 04-20-15 | Added Parcel NW-12B | BPB |

| Sheet Revisions | | |
|-----------------|-------------|----------|
| Date | Description | Initials |
| | | |
| | | |
| | | |

| Right of Way Plans | | | | |
|--|-----------------|----------------|------------|----------------------|
| Plan Sheets | | | | |
| Project Number: 072120 | | | | |
| Project Location: RTD Fastracks NWES Corridor - Unit C | | | | |
| Project Location: Utah Junction to 72nd Avenue | | | | |
| Project Code: | Last Mod. Date: | Subset Sheets: | Sheet No.: | Total No. of Sheets: |
| | 04-20-15 | | 22 | 26 |

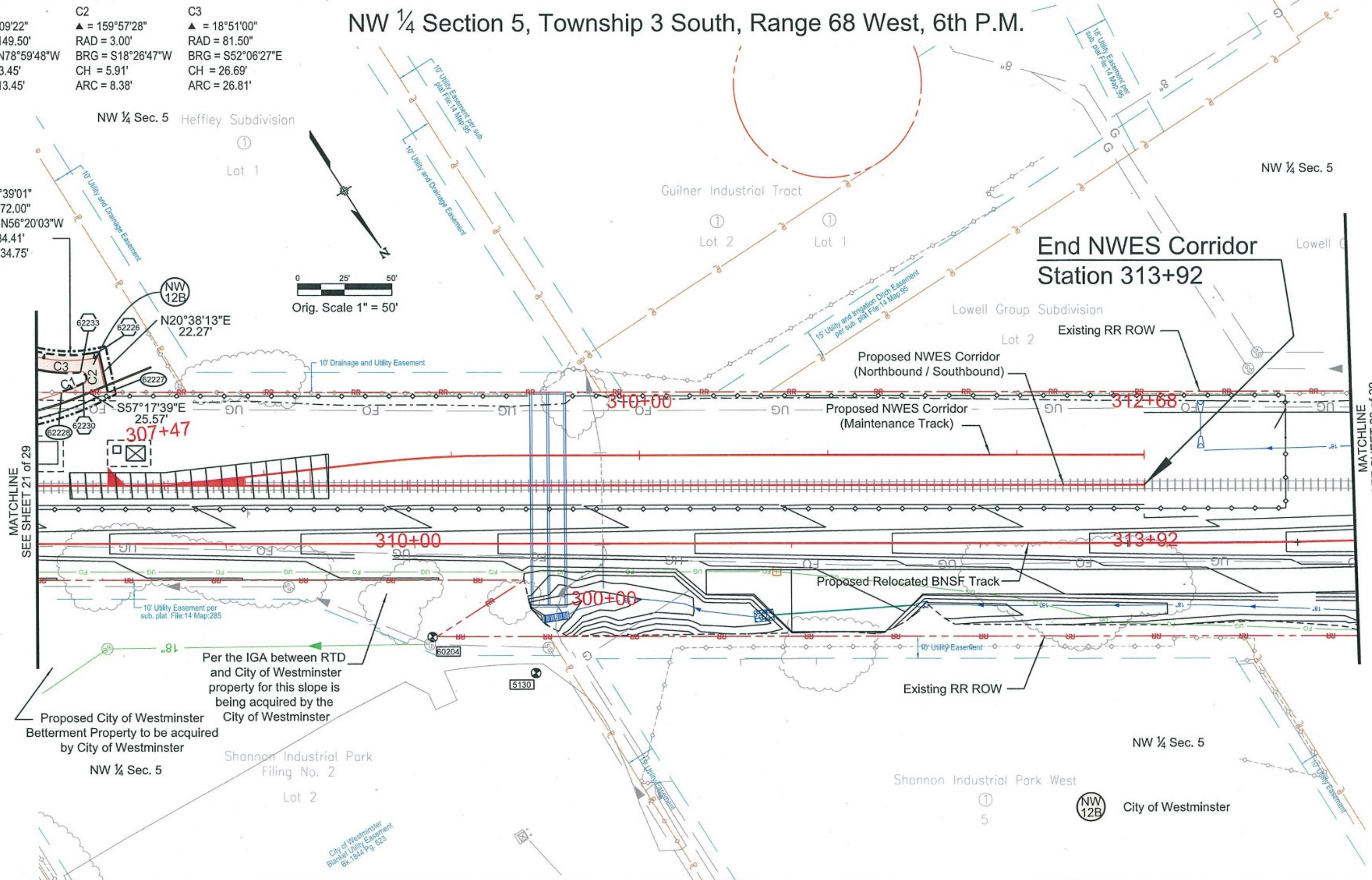
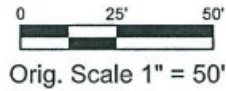
NW ¼ Section 5, Township 3 South, Range 68 West, 6th P.M.

C1
▲ = 05°09'22"
RAD = 149.50'
BRG = N78°59'48"W
CH = 13.45'
ARC = 13.45'

C2
▲ = 159°57'28"
RAD = 3.00'
BRG = S18°26'47"W
CH = 5.91'
ARC = 8.38'

C3
▲ = 18°51'00"
RAD = 81.50'
BRG = S52°06'27"E
CH = 26.69'
ARC = 26.81'

▲ = 27°39'01"
RAD = 72.00"
BRG = N56°20'03"W
CH = 34.41'
ARC = 34.75'



MATCHLINE
SEE SHEET 21 of 29

MATCHLINE
SEE SHEET 23 of 29

Per the IGA between RTD and City of Westminister property for this slope is being acquired by the City of Westminister

Proposed City of Westminister Betterment Property to be acquired by City of Westminister

Exhibit H- Westminster Station Schedule

| Westminster IGA | | | | |
|--|----------------|------------|--|-----------|
| | Responsibility | Start Date | Duration | End Date |
| Westminster Station | | | | |
| | | 30-Sep-10 | | 31-Dec-13 |
| City to acquire land for Parking Facilities and Interim Bus Facilities | CoW | | completed | 2-Sep-10 |
| City to provide Hoooker Street location for alignment of Pedestrian Underpass | CoW | | completed | 11-May-11 |
| RTD to provide Legal Description for Platform Parcels & Betterment Parcels (RPC 041) | RTD/DTP | | | 1-Jun-15 |
| RTD to provide legal descriptions for Sanitary Sewer parcels (incl. TCE) | RTD/DTP | | completed | 18-Jan-13 |
| RTD to provide legal descriptions for BNSF Drainage easement (incl. TCE) | RTD | | completed | 10-Jan-13 |
| City to provide Pedestrian Underpass TCE | CoW | | completed | 30-Apr-13 |
| City to provide Staging Area to DTP | CoW | | completed | 30-Apr-13 |
| City to convey fee interest in Platform Parcels & Betterment Parcels (RPC 041) | CoW | | 60 days | 1-Aug-15 |
| City to provide Sanitary Sewer easements (incl. TCE) | CoW | | completed | 14-Aug-13 |
| City to provide BNSF Drainage easement (incl. TCE) | CoW | | completed | 14-Aug-13 |
| Execution of RTD Transit Elements Easement | RTD/CoW | | completed | 1-Jan-14 |
| Little Dry Creek Storm Water Drainage Project | CoW | | 360 days | 1-Mar-16 |
| RTD to provide copy of executed Change Order (RPC 006) | RTD | | completed | 27-Jun-12 |
| Commuter Rail Design | | | | |
| | | | | 25-Oct-11 |
| RTD to provide 100% design plans for pedestrian underpass, NWES Drainage & Comm. Manhole | RTD/DTP | | completed | 25-Oct-11 |
| North Plaza | | | | |
| 30% Design North Plaza | CoW | | completed | 9-Feb-12 |
| RTD review of 30% Design North Plaza | RTD | | | |
| 50% Design North Plaza | CoW | | completed | 5-Mar-15 |
| RTD review of 50% Design North Plaza | RTD | | 20 days | 25-Mar-15 |
| 100% Design North Plaza | CoW | 1-Apr-15 | 30 days | 30-Apr-15 |
| RTD approve 100% Design North Plaza | RTD/DTP | 30-Apr-15 | 20 days | 20-May-15 |
| Utility relocations for Sanitary Sewer (NW-52-10-SS, NW-52-12-SS) | RTD/DTP | | Completed | 31-Jan-15 |
| Construction of North Half of Pedestrian Tunnel | RTD/DTP | | Completed | 28-Feb-15 |
| Construction of Retaining Wall | CoW | | Completed | 13-Feb-15 |
| City to obtain final inspection and acceptance by RTD of the Retaining Wall | CoW | | | 5-May-15 |
| Excavate & Place Embankment for BSNF Relocation | RTD/DTP | 28-Apr-14 | 15 days | 16-May-14 |
| RR Relocation Construction | RTD/DTP | 15-May-15 | | 10-Jun-15 |
| Construction of South Half of Pedestrian Tunnel | RTD/DTP | 15-Jun-15 | 75 days | 1-Sep-15 |
| Construction of North Plaza | CoW | 1-Aug-15 | 10 months | 25-May-16 |
| Construction of Associated Infrastructure (access and circulation infrastructure, roadways, sidewalks) | CoW | | | 25-May-16 |
| City to obtain final inspection and acceptance by RTD of the pedestrian connections between Pedestrian Underpass and public right of way | CoW | | | 25-May-16 |
| PUC application | RTD/CoW | | | 15-Jun-15 |
| Parking Facility | | | | |
| | | 1-Jan-14 | | 1-Jan-16 |
| RTD to provide Parking License for off-peak parking spaces (Section 2.2.i) | RTD/CoW | | To be effective not later than Revenue Service Commencement Date | |
| 100% design Parking Facility | RTD/CoW | Jul-14 | | 21-May-15 |
| RTD Approve 100% Design Parking Facility | RTD/DTP | | 20 days after submittal | 11-Jun-15 |
| Construction of Parking Facility | CoW | 1-Aug-15 | 10 months | 25-May-16 |
| Install RTD Safety & Security Equipment | RTD/DTP | 25-May-16 | 2 months | 25-Jul-16 |
| City to provide Certificate of Occupancy/Parking Facility open for public use | CoW | | | 25-May-16 |
| Bus Loading Area & Access Road | | | | |
| | | 1-Jul-13 | | 1-Jan-16 |
| City to notify RTD re Interim or Permanent Bus Facilities | CoW | | Completed | 27-Jun-13 |
| City submit 100% Design for Bus Facilities | CoW | | | 21-May-15 |
| RTD approve 100% Design Bus Facilities | RTD/DTP | | 20 days after submittal | 11-Jun-15 |
| Construction of Permanent Bus Facilities | CoW | 1-Aug-15 | 10 months | 25-May-16 |
| City to provide Easement for Permanent Bus Facilities | CoW | | To be effective on RTD acceptance of Permanent Bus Facilities | 25-May-16 |
| RTD to provide legal description of RTD Transit Elements Easements | RTD/DTP | | | 1-Jan-16 |

Exhibit I

WESTMINSTER STATION MAINTENANCE AND OPERATIONS MATRIX

RTD, CITY AND CONCESSIONAIRE RIGHTS AND RESPONSIBILITIES

| The Parking Facility | | |
|---|---|--|
| Westminster | RTD | DTP |
| <ul style="list-style-type: none"> • Maintain the Parking Facility, including the RTD Parking • Provide security in addition to the RTD Safety and Security as the City may require • Perform capital replacement as necessary to keep equipment and infrastructure (excluding RTD Safety & Security Equipment) in like-new condition, normal wear-and-tear excepted | <ul style="list-style-type: none"> • Maintain RTD Safety & Security Equipment from the date of RTD's installation thereof • Enforce RTD Parking Management Program as RTD may require | <ul style="list-style-type: none"> • None |
| Permanent Bus Facilities | | |
| Westminster | RTD | DTP |
| <ul style="list-style-type: none"> • Maintain, or cause to be maintained, the Bus Facilities Property until the date that RTD notifies the City that the Permanent Bus Facilities construction has been accepted | <ul style="list-style-type: none"> • Maintain the Permanent Bus Facilities and the Bus Facilities Transit Amenities until the date that DTP takes possession • Maintain and perform capital replacement of the Fare Collection Equipment and RTD Safety & Security Equipment from the date of RTD's installation thereof • Maintain and perform capital replacement of the Permanent Bus Facilities from the End Date of the Concession Agreement for the term of the RTD Easement | <ul style="list-style-type: none"> • Maintain and perform capital replacement of the Permanent Bus Facilities and Bus Facilities Transit Amenities from the date that DTP takes possession as required by and in accordance with the Concession Agreement |

| Interim Bus Facilities¹ | | |
|---|--|---|
| Westminster | RTD | DTP |
| <ul style="list-style-type: none"> Maintain and perform capital replacement of the Interim Bus Facilities (excluding the Bus Facilities Transit Amenities), including snow removal within the limits shown on Exhibit I-A | <ul style="list-style-type: none"> Perform snow removal of sidewalks within the limits shown on Exhibit I-A from the effective date of the RTD Easement for the Interim Bus Facilities until the date that DTP takes possession Maintain and perform capital replacement of the Bus Facilities Transit Amenities, Fare Collection Equipment and RTD Safety & Security Equipment from the date of RTD's installation thereof until implementation of the Permanent Bus Facilities | <ul style="list-style-type: none"> Perform snow removal of sidewalks in accordance with the terms of the Concession Agreement within the limits shown on Exhibit I-A from the time that DTP takes possession |
| North Plaza | | |
| Westminster | RTD | DTP |
| <ul style="list-style-type: none"> During design and construction, of the City Project maintain the Plaza Property in accordance with the temporary construction easement (or North Plaza Easement, as applicable) for the North Plaza Operate, maintain and perform capital maintenance of the North Plaza and maintain the North Plaza Easement from effective date of the easement until release of the easement (if applicable) | <ul style="list-style-type: none"> Subject to the North Plaza Easement, own and maintain the Plaza Property from the date that RTD acquires title thereto (subject to any Westminster temporary or permanent easements) until the date that DTP takes possession Maintain and perform capital replacement of Fare Collection Equipment and RTD Safety & Security Equipment from the date of RTD's installation thereof | <ul style="list-style-type: none"> Maintain the Plaza Property (excluding the North Plaza Easement that is the subject of Westminster temporary or permanent easements) from the date that DTP takes possession as required by and in accordance with the Concession Agreement Maintain and perform capital replacement of the Plaza Transit Amenities (excluding the RTD Fare Collection Equipment) Perform snow removal of sidewalks in accordance with the terms of the Concession Agreement within the limits shown on Exhibit I-A |

¹ Applicable only if the City elects to implement the Interim Bus Facilities under Section 3.2.b (*Interim Bus Facilities*) of the IGA.

| Associated Infrastructure | | |
|--|---|---|
| Westminster | RTD | DTP |
| Traffic Improvements | | |
| <ul style="list-style-type: none"> Own, operate, maintain and perform capital replacement of the Traffic Improvements (or use best efforts ensure that CDOT owns, operates, maintains and performs capital replacement of same); provided, the City shall not be required to maintain or perform capital replacement of any Traffic Improvements associated with the Permanent Bus Facilities installed within the RTD Easement boundaries | <ul style="list-style-type: none"> Maintain and perform capital replacement of any Traffic Improvements associated with the Permanent Bus Facilities within the RTD Easement | <ul style="list-style-type: none"> None |
| Drainage | | |
| <ul style="list-style-type: none"> Own, operate, maintain and perform capital maintenance of the City Drainage | <ul style="list-style-type: none"> Ensure that BNSF maintains the NWES Drainage | <ul style="list-style-type: none"> None |
| Sanitary Sewer | | |
| <ul style="list-style-type: none"> Own and maintain the Sanitary Sewer Parcels from the date that the Sanitary Sewer relocation is accepted by the City Own, operate, maintain and perform capital replacement of the relocated Sanitary Sewer from the date of the City's acceptance of the Sanitary Sewer relocation in accordance with the URA | <ul style="list-style-type: none"> None | <ul style="list-style-type: none"> None |
| Communications Manhole, conduit and fiber | | |
| <ul style="list-style-type: none"> None | <ul style="list-style-type: none"> Maintain and perform capital replacement of the communications fiber installed between the Platform and the Communications Manhole and between the Communications Manhole and the RTD Safety & Security Equipment and Fare Collection Equipment | <ul style="list-style-type: none"> Maintain and perform capital replacement of two four-inch conduits from the Communications Manhole to the RTD Safety & Security Equipment, Fare Collection Equipment and the Platform |

| Water Supply | | |
|---|--|--|
| <ul style="list-style-type: none"> Maintain and perform capital replacement of water meter pit, water supply tap and service line to the water meter pit | <ul style="list-style-type: none"> None | <ul style="list-style-type: none"> Maintain and perform capital replacement of the service line from the water meter pit in the North Plaza to the Platform |
| Sidewalks, Curb & Gutter, Landscaping, etc. | | |
| <ul style="list-style-type: none"> Maintain and perform capital replacement of sidewalks, curb and gutter, landscaping, stairways and ramps, erosion control features and infrastructure necessary for the RTD Safety & Security Equipment from the date that each such item is accepted by the relevant Party | <ul style="list-style-type: none"> None | <ul style="list-style-type: none"> Perform snow removal on pedestrian walkways from the Pedestrian Underpass to the Parking Facility, Bus Facilities and adjacent public rights of way as depicted in Exhibit IA |
| PLATFORM PARCELS | | |
| <ul style="list-style-type: none"> Maintain the Platform Parcels until the date upon which RTD takes title | <ul style="list-style-type: none"> Maintain the Platform Parcels from the date upon which RTD takes title to the Platform Parcels until the date that DTP takes possession of the Platform Parcels | <ul style="list-style-type: none"> Maintain the Platform Parcels from the date that DTP takes possession as required by and in accordance with the Concession Agreement Maintain and perform capital replacement of the Platform (including ramps and stairs) as required by and in accordance with the Concession Agreement |
| PEDESTRIAN UNDERPASS AND PEDESTRIAN UNDERPASS INTERFACE | | |
| <ul style="list-style-type: none"> Maintain the Retaining Wall, including the headwall above the Pedestrian Underpass Interface Provide cleaning, trash removal, graffiti removal, and aesthetic surface treatment in the pedestrian underpass. | <ul style="list-style-type: none"> Maintain the property upon which the Pedestrian Underpass and Pedestrian Underpass Interface are to be implemented from the date upon which RTD takes possession until the date upon which DTP takes possession of such property | <ul style="list-style-type: none"> Maintain the property upon which the Pedestrian Underpass and Pedestrian Underpass Interface are to be implemented from the date upon which DTP takes possession of such property as required by and in accordance with the Concession Agreement |

| | | |
|---|---|---|
| | <ul style="list-style-type: none"> • Maintain the public art provided by RTD's Art-n-Transit program within the pedestrian underpass | <ul style="list-style-type: none"> • Maintain and perform capital replacement of the Pedestrian Underpass and Pedestrian Underpass Interface, excluding the Retaining Wall headwall above the Pedestrian Underpass Interface to be implemented by the City, as required by and in accordance with the Concession Agreement |
| LITTLE DRY CREEK PARK | | |
| <ul style="list-style-type: none"> • Own, operate, maintain and perform capital replacement of the Little Dry Creek Park and appurtenances | <ul style="list-style-type: none"> • None | <ul style="list-style-type: none"> • None |



MEMORANDUM OF RELIEF
No. 29

1. Agreement No.: 18FH012
2. Concessionaire: Denver Transit Partners
3. MOR/Change Title: **RTD Proposed Change No. 6, South Westminster Station**
4. Change Description: This Memorandum of Relief (MoR) authorizes payment to and, to the extent not already directed, directs Denver Transit Partners (DTP) to remove from DTP's Work certain elements of the NWES Westminster Station as more specifically identified in the intergovernmental agreement executed between RTD and the City of Westminster and in the Attachments listed in item 5.
5. Attachments to MoR:
 - A. Revisions to the Agreement
 - B. RTD Change Report
 - C. Schedule/Cost Activity Breakdown
6. Effect on Agreement:
 - Change in Construction Payments of (\$3,000,000).
 - Change in Service Payments of (\$960,646).
 - Change to Schedule from this Change: None.

The scope of this MoR is hereby incorporated into the Work. Except as provided herein, all terms and conditions of the Agreement are unchanged and remain in full force and effect. All Subcontracts entered into for the performance of Work under this MoR shall comply with the requirements of the Concession Agreement and all provisions required to be flowed down to Subcontractors shall be inserted into such Subcontracts. This MoR, including attachments, shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. This MoR embodies the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior commitments, agreements, representations, and understandings, whether oral or written, relating to the subject matter hereof, and may not be contradicted or varied by evidence of prior, contemporaneous, or subsequent oral agreements or discussions of the Parties hereto.

7. Concessionaire Certification. DTP certifies that the amount of time and/or compensation requested includes all known and anticipated impacts or amounts, direct, indirect and consequential, which may be incurred as a result of the Relief Event giving rise to this MoR. The undersigned waives any claim that it may have regarding any additional cost or time relief consequences with respect to such Relief Event.
8. To confirm agreement to this Memorandum of Relief, DTP is required to sign and return this signature page to the RTD Representative. One signed signature page will be signed by the RTD Representative and returned to the DTP Project Manager.

EXECUTED on the date set forth by the Parties below:

DENVER TRANSIT PARTNERS (DTP)

By:
Gregory Amparano
DTP Project Manager

Date: 21 June 2012

By:
Deborah Geideman
DTP Prime Contract Manager

Date: 6/20/12

RTD

By:
Brian Middleton
Eagle Project Director

Date: 6/20/12

RTD **FasTracks**
Eagle P3 Project

1670 Broadway, Suite 2700, Denver, CO 80202
phone 303.299.2398

To: Greg Straight, Eagle Design/Build Manager

From: Brian Middleton, Eagle Project Director

Date: June 18, 2012

Subject: Delegation of Authority

This is to confirm that during my absence on Tuesday, June 19, 2012 through Friday, July 20th or until my return, you will assume the additional duties of Eagle Project Director.

Your authority shall extend only to those decisions that cannot practicably be deferred until my return.

cc: Phillip A. Washington, General Manager
Richard F. Clarke, Assistant General Manager, Capital Programs
Bill Van Meter, Assistant General Manager, Planning
Del Walker, Deputy Assistant General Manager, Capital Programs
John Shonsey, Senior Manager, Engineering
Susan Cohen, FasTracks Program Control manager
Robin Elliott, Contracts and Budget Program Control Supervisor
Greg Amparano, DTP

Memorandum of Relief No. 29 – South Westminster Station
Attachment A

The following is a general description of the subject Memorandum of Relief:

RECITALS

RTD issued RTD Proposed Change/Relief Notice No. 6 – South Westminster Station, deducting from DTP’s Work certain elements of the NWES Westminster Station, adding certain elements to DTP’s Work, and modifying the NWES right-of-way plans.

DTP subsequently provided to RTD a Change Report identifying a fixed price cost and fixed time schedule impact to be incurred by DTP as a result of the RTD Proposed Change No. 6.

NOW, THEREFORE, the Parties agree as follows:

A. DTP shall modify its Work as described Section 1 (Scope) of RTD Change Report No. RPC 006, attached hereto as Attachment B, and shall henceforth comply with the City of Westminster Northwest Rail Electrified Segment Westminster Station Intergovernmental Agreement dated the same date hereof between RTD and the City of Westminster (“IGA”), incorporated herein by this reference. The Scope, as modified by this MoR, and the IGA shall be incorporated into the Work by this reference.

B. Part C (*Northwest Rail Electrified Segment Site*) of Attachment 2 of the CA shall be modified to remove Parcel Numbers NW-7, NW-8, NW-10, NW-13, NW-14, NW-15, and NW-16; **provided**, RTD shall ensure that the City of Westminster (“City”) delivers to DTP access to the Plaza Property, Sanitary Sewer parcels and BNSF Drainage parcels, in each case identified in Section 2 (*Real Property*) of the IGA, that are necessary for DTP’s implementation of Westminster Station and such access shall be available by the dates identified in the IGA, including Exhibit H thereto. DTP shall be responsible to enter into temporary construction easements with the City, in the form agreed between the City and DTP and attached to the IGA as Exhibit E, as may be necessary to implement Westminster Station.

C. The Maximum Annual Phase 1 and Phase 2 Construction Payment Amount shall be deemed to be revised in accordance with below Table 1 (*Revisions to Maximum Annual Phase 1 and Phase 2 Construction Payment Amounts*) for a total Construction Payment credit of (\$3,000,000), as follows:

| Table 1 | |
|---|-------------------------|
| Revisions to Maximum Annual Phase 1 and Phase 2 Construction Payment Amounts | |
| Design/Build Calendar Year | Revision |
| 2011 | No Change |
| 2012 | Decrease by \$53,570 |
| 2013 | Increase by \$34,187 |
| 2014 | No Change |
| 2015 | Decrease by \$2,478,878 |

Memorandum of Relief No. 29 – South Westminster Station
Attachment A

| | |
|------|-----------------------|
| 2016 | Decrease by \$501,739 |
|------|-----------------------|

and the Base Annual Service Payments identified in Table 3 (*Base Annual Service Payments*) of Attachment 11 (*Service Payments*), as modified by CA Amendment No. 2, shall be deemed to be revised in accordance with Appendix 3 to Attachment B.

D. The Revenue Service Target Dates and Final Completion Deadline Dates shall be revised as shown in the below resulting from this MoR

| | Revised Revenue Service Target Date | Final Completion Deadline Date |
|---------------------------------------|-------------------------------------|--------------------------------|
| East Corridor Service | No change | No change |
| Northwest Electrified Segment Service | No change | No change |
| Gold Line Service | No change | No change |

E. DTP is not required to finance any costs resulting from this MoR.

F. The terms of the Agreement, as amended hereby, shall apply with full force and effect to this MoR.

(end of MoR)



**South Westminster Station Scope Reduction (TSI-005.01)
CDRL CA-105.018
RTD Change Report (RPC-006) – Revision 3**

1. Scope – Details of the proposed implementation of RTD Proposed Change, CA Section 36.3(e)(i)

Summary of the work:

Design/Build: Provide design and construction services for the scope and ROW modifications as described in Aconex Document NWES-RTD-CRL-RFP-000001, Revision 6, Appendices for RPC 0006 Westminster Station, as subsequently amended, incorporated by reference. The major design component of the additional scope involves the coordination with the City of Westminster to interface the City's New Westminster Station project design with DTP's proposal, including the location of the following elements:

- The waterline to the station platform.
- NWES drainage.
- Bicycle racks, storage lockers, passenger shelters, trash receptacles, and Fare Collection Equipment shelters, including all infrastructure and utilities required for these elements.
- North Plaza communication manhole.

The additional construction scope consists of the following:

- Furnishing and installing a Communications Manhole in the North Plaza with conduit for fare collection and safety and security equipment to the station platform.
- Installation of a secure facility on RTD property for electrical, communication, and security infrastructure needs of the station & CRT (in lieu of Driver Relief Kiosk).
- Conversion of the station architectural style from Neighborhood Craftsman to Town Center Contemporary.
- Modify construction of permanent drainage facilities for BNSF near the Nolan RV building (approximately Sta. 301+00 to 303+00).
- Extension of the pedestrian tunnel to accommodate City of Westminster's plaza retaining wall.



South Westminster Station Scope Reduction (TSI-005.01)
CDRL CA-105.018
RTD Change Report (RPC-006) – Revision 3

As part of RTD Proposed Change No. 6, RTD requested an option price for the design and construction of a new retaining wall on the north side of the South Westminster Station Pedestrian Tunnel. The City of Westminster has elected to not exercise the option for DTP to design and construct this retaining wall and will complete this work utilizing a separate contractor. This retaining wall replaces the small retaining wall, ramp, and stairs at the north end of the pedestrian tunnel which was detailed in DTP's proposal. Coordination efforts will be necessary between DTP and the City of Westminster's contractors during both design and construction activities. Completion of this retaining wall by the City is critical to allow for the phased construction of the pedestrian tunnel and relocation of the BNSF freight tracks. Any delays in the City obtaining approval of the retaining wall design may impact DTP's completion of the NWES design. Any delays in construction of the retaining wall, including BNSF's approval, may delay DTP's construction of NWES Segment 3 and may entitle DTP to submit a Relief Notice under CA Section 38.1(n) or such other applicable section.

In addition to the added scope items, RPC-006 reduces DTP's design and construction scope for much of the station's North Plaza. The following elements are removed from DTP's scope through RPC-006:

- All surface parking lot and roadway facilities.
- Bus loading facilities.
- Station Plaza stairs and ramps on the north side of the BNSF ROW.
- Storm drainage for the surface parking lot, bus facilities, plaza, and roadway facilities.
- All storm water and water quality storage and detention.
- Relocation of utilities at the parking structure, bus facilities, and plaza.
- All Eagle Project utility installation at the station with the exception of project utilities that are necessary for the construction and operation of the pedestrian underpass, pedestrian underpass interface, station platform, BNSF and commuter rail infrastructure, and the station platform access ramps and stairs on the south side, excluding the water meter tap and associated infrastructure.
- DTP to provide the Communications Manhole (as defined in the IGA) and conduit from the Communications Manhole to the Platform.



South Westminster Station Scope Reduction (TSI-005.01)
CDRL CA-105.018
RTD Change Report (RPC-006) – Revision 3

- DTP has assumed that the utilities to be removed from the scope are the Sanitary Sewer and waterline along Irving Street.
- All sidewalks from the pedestrian underpass to the parking facilities and bus loading area.
- Conduits for video surveillance in the surface parking lot, pay phones, fare collection equipment, RTD safety and security equipment from the Communications Manhole to the plaza.
- All data cables routed from the communications manhole.
- Demolition, clearing, and removal of the existing buildings on the ROW properties being deleted from Attachment 2 of the Concession Agreement.

Operations and Maintenance: No additional work is added to DTP's Operations and Maintenance (O & M) scope due to this change conditioned on the requirement that no additional bus shelters, bicycle racks, trash receptacles, or any other station amenities are added over what was shown in DTP's proposal documents or as required by the Concession Agreement.

The following items are removed from DTP's O & M scope, with the corresponding credit shown in Appendix 2. In all cases, the DTP credit is the amount that DTP had expected it would spend if the work were to remain DTP's responsibility.

- Maintenance of asphalt paving including seal coating and overlay. The credit is based on four (4) sealcoats, and one mill and overlay, over the term of the Concession Agreement.
- Striping five times over the term of the Concession Agreement.
- Lighting parts: DTO has included a credit for materials. There is no credit for labor since this activity for all stations will be performed with in-house forces. The removal of this responsibility for South Westminster from DTO's scope of work will not change the headcount.
- Snow removal for the parking lot and the plowable plaza areas. The credit for snow removal reflects some but not all of the anticipated effort involved in snow removal at South Westminster. Part of the snow removal required for the commuter rail system will be performed by in-house forces, including facility maintainers and track laborers, using DTO equipment. The removal of South Westminster from DTO's scope of work will not change the headcounts in the classifications of employees involved in this work. In addition, DTP will



retain the responsibility for snow removal from the platform and walkways as explained in the IGA. The credit for contracted snow-removal services is based on the following assumptions and methodology.

| | | |
|---|-----|--------|
| Average total snowfall | 62 | Inches |
| Average # days with at least 1” of snowfall | 18 | events |
| Average snowfall per event | 3.4 | inches |

For each event, DTO estimates system wide effort of 384 hours at an average of \$50 per hour including hand work and plow work. This amounts to a total annual cost of \$345,600, which is allocated as 70% for plow work and 30% for handwork. The portion for handwork is allocated to plowable areas system wide on the basis of area.

- Landscaping – watering for the first three years until the plantings are established.
- Landscape maintenance for sod areas, based on quotes from local landscapers.
- Electricity for plaza and parking lot lighting, based on the electricity consumption model developed for the bid assuming an average of 10 hours of usage per day, 190 KWH per day, 69.35 MWH per year at \$90 per MWH at Xcel’s rate.
- City of Westminster annual stormwater fee of \$0.97 per 1000 square feet of impervious area.

There is no credit for the maintenance of lighting poles, curbs and gutters and flatwork on the plaza, all of which are expected to last the length of the Concessionaire Agreement. Repairs will be performed by in-house personnel as needed. The removal of South Westminster from DTO’s scope of work will not change the headcount of the workforce. Similarly, there is no credit for concrete repairs or replacement. DTO is not planning to remove and replace concrete. The concrete pavement has a design life of 40 years. Our maintenance plan for the concrete areas is to seal cracks and replace joints as necessary. In-house forces will perform this work.



South Westminster Station Scope Reduction (TSI-005.01)
CDRL CA-105.018
RTD Change Report (RPC-006) – Revision 3

Bus shelters, benches and other station amenities will remain within DTO's scope of work according to Appendix A. We will replace them as needed throughout the term of the Concession Agreement.

All scope modifications are as described in Aconex Document NWES-RTD-CRL-RFP-000001, Revision 6, Appendices for RPC 0006 Westminster Station, as subsequently amended, incorporated by reference into this Change Report with the exceptions as noted below.

General Assumptions and Exceptions:

- DTP will furnish and install the same number of bus shelters (5), bicycle racks (10), bicycle storage lockers (10), trash receptacles (5), fare collection equipment shelters (2), and benches (7) detailed in the original proposal drawings and as required per the Concession Agreement.
- The foundations and infrastructure for the above items are to be completed by the City of Westminster prior to DTP installation. If the foundations and infrastructure are not complete by the required date, DTP will transfer the obligation to install these items to RTD.
- The North Plaza retaining wall is removed from DTP's scope.
- RTD will provide the BNSF Drainage easement requested by DTP in accordance with DTP-TRN-004439.
- RTD will provide the utility easement requested by DTP for the relocation of the Westminster sanitary sewer from Federal Boulevard to Westminster Station.
- Acceptance of this Change Report closes all comments from the City of Westminster (RTD-TRN-003713) and RTD (RTD-OFLTR-000235) pertaining to the credit for the Westminster Station parking lot, plaza, and surrounding roadways and closes all DTP comments pertaining to any impacts resulting from this RPC 6.

Reference Documents:

Aconex Transmittal RTD-TRN-000621 – RTD Proposed Change No. 6 - South Westminster Station Scope Reduction



South Westminster Station Scope Reduction (TSI-005.01)
CDRL CA-105.018
RTD Change Report (RPC-006) – Revision 3

Aconex Transmittal DTP-TRN-000426 – CDRLCA-104.004: RTD CHANGE SUMMARY - South Westminster Station Scope Reduction Change Summary - RTD Proposed Change No. 6 (RPC-006)

Aconex Official Letter RTD-OFLTR-000103 – Response to CDRLCA-104.004: RTD CHANGE SUMMARY - South Westminster Station Scope Reduction Change Summary - RTD Proposed Change No. 6 (RPC-006)

Aconex Transmittal RTD-TRN-002373 – RTD Change Summary Notice Part 2 for RTD Change Summary (RCS) No. 6 – South Westminster Station Scope Reduction Change

Aconex Official Letter RTD-OFLTR-000191 – Revised RTD Change Summary Notice Part 2 for RTD Change Summary (RCS) No.6 – South Westminster Station Scope Reduction Change (August 25, 2011)

Aconex Transmittal DTP-TRN-002285 – CDRL CA-105.018, RTD Change Report – RTD Proposed Change No. 6, South Westminster Station Scope Reduction (TSI-005.01)

Aconex Transmittal RTD-TRN-003713 – City of Westminster response letter to DTP's pricing of RTD Proposed Change 6

Aconex Official Letter RTD-OFLTR-000235 – RTD Comments to RPC-006 Change Report.

Aconex Official Letter RTD-OFLTR-000267 response to RPC-006 Change Report

Aconex Transmittal DTP-TRN-004446 CDRL CA-105.018 RTD Change Report Revision 1 for RPC-006

Aconex Document NWES-RTD-CRL-RFP-000001, Revision 6 – Appendices for RPC 0006 Westminster Station



2. Pricing Summary – Additional Costs, CA Sections 36.3(e)(ii) and 36.3(e)(iii)

This Change Report includes a fixed price credit of (\$3,000,000) for all Incurred Costs for design and construction services during the Design/Build Period and an aggregate fixed price credit, in 2010 Dollars, of (\$960,646) for all costs for operations and maintenance services during the Operating Period, as further detailed in Appendices 2 and 3. These fixed prices include all Incurred Costs associated with this RPC. The fixed price is based upon the Work identified in Section 1 above.

The credit for seal coat, before contingency and markup, is as follows:

| Maintenance Activity | Seal Coat | Seal Coat | 2" Mill and Overlay | Seal Coat | Seal Coat | |
|----------------------|-----------|-----------|---------------------|-----------|-----------|-----------|
| Lot Age | 8 | 13 | 18 | 26 | 29 | |
| Year | 2023 | 2028 | 2033 | 2041 | 2044 | |
| Area of Asphalt | 13,300 | 13,300 | 13,300 | 13,300 | 13,300 | |
| Cost/SY | \$1.20 | \$1.20 | \$7.60 | \$1.20 | \$1.20 | |
| Total Cost | \$15,960 | \$15,960 | \$101,080 | \$15,960 | \$15,960 | \$164,920 |

The design and construction Incurred Costs will be incorporated into the Construction Payments, the WBS Pricing Form, the Schedule of Values, and the Revised Baseline Schedule during the first monthly update following the execution of the applicable MoR and Earned Value will be recorded as appropriate.

Incorporation of Incurred Costs into the Construction Payments and/or Service Payments, as applicable, does not infringe upon the Bond Proceeds raised to generally fund the Eagle Project. DTP has no obligation to fund this change.

DTP confirms that the Incurred Costs defined in Appendices 2 and 3 reflect any projected increases or decreases in the cost of operation; maintains the Equity IRR; reflects any required changes to the Designated Credit Agreements; and reflects any change to the risk profile of the Eagle Project.



3. Schedule – Time Impacts, CA Section 36.3(e)(iv)

The Work described in Section 1, above, has been scheduled as shown in Appendix 4. DTP will require Vacant Possession of a portion of parcel NW-10 for the pedestrian underpass and a portion of NW-7 and NW-9 for the BNSF Drainage and Sanitary Sewer relocation by April 30, 2013 in order to avoid schedule impacts, based on the Revised Baseline Schedule to be approved on or about June 30, 2012. The April 30, 2013 date allows one (1) month for coordination with the City of Westminster. If these parcels are not received by that date, DTP may be entitled to submit a Relief Notice for failure to timely deliver Vacant Possession. Furthermore, the City of Westminster is required to meet all schedule deadlines shown in the IGA or DTP may be entitled to additional relief under the terms of the CA. The City of Westminster is allowed five (5) months for construction of the plaza retaining wall in this schedule.

4. Permits, CA Section 36.3(e)(v)

No additional permits are required.

5. Impact to Obligations of the Concessionaire, CA Section 36.3(e)(vi)

Other than the scope of this change, there is no impact on the obligations of the Concessionaire under the Project Agreements to the Limited Liability Company Agreement of Denver Transit Systems, dated July 9, 2010, or to the Limited Liability Company Agreement of Denver Transit Operators, dated July 9, 2010.

6. Subcontractors, CA Section 36.3(e)(vii)

DTP will utilize subcontractors during the execution of this change. These include at a minimum Fluor/HDR Global Design Consultants.

7. Impacts on the Availability Ratio or Performance Deductions, CA Section 36.3(e)(viii)

There is no increase or decrease in the Availability Ratio or Performance Deductions.



8. Further Effects or Benefits, CA Section 36.3(e)(vix)

There are no further impacts resulting from this change.

9. Impact on DBE/SBE Goals, CA Section 36.3(e)(x)

Achievement of the DBE/SBE goals set forth in the Concession Agreement will not be impacted by this change.



**South Westminster Station Scope Reduction (TSI-005.01)
CDRL CA-105.018
RTD Change Report (RPC-006) – Revision 3**

Appendix 1 – Drawings (not included)

Appendix 2 – Pricing

Appendix 3 – Table 3 – Base Annual Service Payments

Appendix 4 – Schedule Fragnet See MoR 29 Attachment C

Capital Costs
RPC 006 - South Westminster Station - Revised Scope

| | | Cost | Mark-up | Total |
|----------------|--|----------------|-------------|----------------|
| Concessionaire | DTP - Grand Total | \$ (2,940,988) | \$ (59,012) | \$ (3,000,000) |
| | DTP - Credit for Deleted Work | \$ (3,497,970) | \$ (85,304) | \$ (3,583,274) |
| Concessionaire | DTP | \$ 556,982 | \$ 26,292 | \$ 583,274 |
| | DTP direct | \$ 2,562 | \$ 128 | \$ 2,690 |
| | Project subcontractors | \$ 523,281 | \$ 26,164 | \$ 549,445 |
| | Project Contractors direct | \$ 6,293 | \$ - | \$ 6,293 |
| | Project Contractors mark ups on immediate subcontractors | \$ 24,846 | \$ - | \$ 24,846 |

| | | Cost | Mark-up | Total |
|--------------------|----------------------------|------------|-----------|------------|
| Project Contractor | DTS | \$ 529,142 | \$ 25,278 | \$ 554,420 |
| | DTS direct (10% Mark-up) | \$ 2,785 | \$ 278 | \$ 3,063 |
| | Ltr of Credit (5% Mark-up) | \$ 3,076 | \$ 154 | \$ 3,230 |
| | Subtotal of DTS Directs | \$ 5,861 | \$ 432 | \$ 6,293 |
| | DTC direct (5% Mark-up) | \$ 496,918 | \$ 24,846 | \$ 521,764 |
| | DTC Subs (0% Mark-up) | \$ 26,363 | \$ - | \$ 26,363 |

| | | Cost | Mark-up | Total |
|-------------------------------------|--------------------------|------------|-----------|------------|
| Subcontractor to Project Contractor | DTC | \$ 477,387 | \$ 45,894 | \$ 523,281 |
| | DTC direct (10% Mark-up) | \$ 379,765 | \$ 37,977 | \$ 417,742 |
| | DTC conting(10% Mark-up) | \$ 66,616 | \$ 6,662 | \$ 73,278 |
| | DTC Bond (0% Mark-up) | \$ 5,898 | \$ - | \$ 5,898 |
| | Subtotal of DTC Directs | \$ 452,279 | \$ 44,639 | \$ 496,918 |
| | Sub costs (5% Mark-up) | \$ 25,108 | \$ 1,255 | \$ 26,363 |

| | | Cost | Mark-up | Total |
|-------------------|------------------------|-----------|--------------|-----------|
| Sub-subcontractor | Subcontractors | \$ 25,108 | \$ - | \$ 25,108 |
| | Sub's - Lump Sum Price | \$ 25,108 | \$0 override | \$ 25,108 |

DTP - Cost Details

| Description | Units | Qty | Unit rate | Amount | Mark-up | Total |
|------------------------------------|-------|-----|-----------|----------|------------|----------|
| DTP Direct Costs | | | | | | |
| LTA Review Costs | HRS | 8 | \$ 320.30 | \$ 2,562 | | |
| | | | | | 5% Mark-up | Total |
| SUBTOTAL "DTP direct (5% Mark-up)" | | | | \$ 2,562 | \$ 128 | \$ 2,690 |

DTS - Cost Details

| Description | Units | Qty | Unit rate | Amount | Mark-up | Total |
|--|-------|------|--------------|----------|------------|----------|
| DTS Direct Costs | | | | | | |
| Letter of Credit Annual Fees (6% of DTC Total Price)(1.5% x 4 yrs) | % | 6.0% | \$ 31,396.86 | \$ 1,884 | | |
| Legal Fees | HR | 5 | \$ 238.37 | \$ 1,192 | | |
| | | | | | 5% Mark-up | Total |
| SUBTOTAL "DTS direct (5% Mark-up)" | | | | \$ 3,076 | \$ 154 | \$ 3,230 |

DTS Additional Staff

| Description | Units | Qty | Unit rate | Amount | Mark-up | Total |
|-------------------------------------|-------|-----|-------------|----------|-------------|----------|
| DTS - Additional Staffing | LS | 1 | \$ 2,784.97 | \$ 2,785 | | |
| | | | | | 10% Mark-up | Total |
| SUBTOTAL "DTS direct (10% Mark-up)" | | | | \$ 2,785 | \$ 278 | \$ 3,063 |

DTC - Cost Details

| Description | Units | Qty | Unit rate | Amount | Mark-up | Total |
|--|-------|-----|--------------|-----------|---------|-------|
| Utilities and Comm. | | | | | | |
| Communications Manhole | EA | 1 | \$ 2,988.30 | \$ 2,988 | | |
| Install Secure Facility for Elect, Comm, & Security for Station & CRT (in lieu of Driver Relief Kiosk) | EA | 1 | \$ 81,459.92 | \$ 81,460 | | |
| Subtotal | | | | \$ 84,448 | | |

Pedestrian Tunnel - Additional 6 Ft. Length for Relocated Wall

| Description | Units | Qty | Unit rate | Amount | Mark-up | Total |
|-------------------------------------|-------|-------|-----------|-----------|---------|-------|
| Structure Excavation | CY | 87 | \$ 16.67 | \$ 1,450 | | |
| Pile Tips (12 inch) | EA | 4 | \$ 177.90 | \$ 712 | | |
| H Pile (HP 12 x 74) | LF | 72 | \$ 79.76 | \$ 5,743 | | |
| Concrete Class D (Footing) | CY | 4 | \$ 407.22 | \$ 1,629 | | |
| Concrete Class D (Box Culvert) | CY | 20.1 | \$ 358.79 | \$ 7,212 | | |
| Concrete Floor (20' Wide x 6' Long) | SF | 120 | \$ 7.50 | \$ 900 | | |
| Reinforcing Steel | LB | 4,820 | \$ 0.60 | \$ 2,892 | | |
| Str. Conc. Coating | SF | 264 | \$ 0.32 | \$ 84 | | |
| Str. Conc. Coating (Anti-Graffiti) | SF | 264 | \$ 0.37 | \$ 98 | | |
| Tunnel Waterproofing | SY | 35 | \$ 117.35 | \$ 4,107 | | |
| 4"-8" Pipe Underdrain | LF | 12 | \$ 16.85 | \$ 202 | | |
| Structure Backfill Class 1 | CY | 20 | \$ 30.79 | \$ 616 | | |
| Structure Backfill Class 2 | CY | 37 | \$ 27.88 | \$ 1,032 | | |
| Subtotal | | | | \$ 26,677 | | |

Station

| Description | Units | Qty | Unit rate | Amount | Mark-up | Total |
|----------------------------------|-------|-----|--------------|------------|---------|-------|
| Town Center Contemp. Arch. Style | EA | 2 | \$ 98,648.00 | \$ 197,296 | | |
| Additional Drainage at Nolan RV | LS | 1 | \$ 25,000.00 | \$ 25,000 | | |
| Subtotal | | | | \$ 222,296 | | |

DTC - Additional Staff

| Description | Units | Qty | Unit rate | Amount | Mark-up | Total |
|---------------------------|-------|-----|--------------|-----------|---------|-------|
| DTC - Additional Staffing | LS | 1 | \$ 14,720.45 | \$ 14,720 | | |
| DTC Estimating | LS | 1 | \$ 31,623.60 | \$ 31,624 | | |
| Subtotal | | | | \$ 46,344 | | |

DTC - Survey

| Description | Units | Qty | Unit rate | Amount | Mark-up | Total |
|-------------------------------------|-------|-----|-----------|------------|-----------|------------|
| Survey Party | LS | | | \$ - | | |
| Subtotal | | | | \$ - | | |
| SUBTOTAL "DTC direct (10% Mark-up)" | | | | \$ 379,765 | \$ 37,977 | \$ 417,742 |

| Description | Units | Qty | Unit rate | Amount | Mark-up | Total |
|--|-------|-----|----------------|-------------|------------|-----------|
| DTC - Subcontractors | | | | | | |
| Extended Design Management | LS | 1 | \$12,500 | \$ 12,500 | | |
| F/HDR - Design Change Request 19a | LS | 1 | \$ (49,532.00) | \$ (49,532) | | |
| F/HDR - Design Change Request 70 | LS | 1 | \$ 14,992.00 | \$ 14,992 | | |
| F/HDR - Design Change Request 70a | LS | 1 | \$ 7,405.00 | \$ 7,405 | | |
| F/HDR - Design Change Request 110 | LS | 1 | \$ 10,831.00 | \$ 10,831 | | |
| F/HDR - Design Change Request 157 | LS | 1 | \$ 28,912.00 | \$ 28,912 | | |
| | | | | | 5% Mark-up | Total |
| SUBTOTAL "DTC Subcontractors (5% Mark-up)" | | | | \$ 25,108 | \$ 1,255 | \$ 26,363 |

Total - DTC Directs, Subs, & Mark-ups \$ 444,105

| Description | Units | Qty | Unit rate | Amount | Mark-up | Total |
|---|-------|-----|---------------|-----------|-------------|-----------|
| DTC - Contingency | | | | | | |
| Contingency | % | 15% | \$ 444,105.00 | \$ 66,616 | | |
| | | | | | 10% Mark-up | Total |
| SUBTOTAL "DTC - Contingency" (10% Mark-up)" | | | | \$ 66,616 | \$ 6,662 | \$ 73,278 |

Total - DTC Directs, Subs, Mark-ups, & Contingency \$ 517,383

| Description | Units | Qty | Unit rate | Amount | Mark-up | Total |
|--------------------------------------|-------|-------|---------------|----------|------------|----------|
| DTC - Bonds | | | | | | |
| Bond (Direct Cost + Subs + Mark-ups) | % | 1.14% | \$ 517,383.00 | \$ 5,898 | | |
| | | | | | 0% Mark-up | Total |
| SUBTOTAL | | | | \$ 5,898 | \$ - | \$ 5,898 |

DTC GRAND TOTAL PRICE \$ 523,281

Capital Costs (CREDIT)**RPC-006 - South Westminster Station - Revised Scope**

| | | Cost | Mark-up | Total |
|-----------------------|--|----------------|-------------|----------------|
| Concessionaire | DTP | \$ (3,497,970) | \$ (85,304) | \$ (3,583,274) |
| | DTP direct | \$ - | \$ - | \$ - |
| | Project subcontractors | \$ (3,412,169) | \$ (85,304) | \$ (3,497,473) |
| | Project Contractors direct | \$ (12,591) | \$ - | \$ (12,591) |
| | Project Contractors mark ups on immediate subcontractors | \$ (73,210) | \$ - | \$ (73,210) |

| | | Cost | Mark-up | Total |
|---------------------------|--------------------------------|----------------|-------------|----------------|
| Project Contractor | DTS | \$ (3,424,453) | \$ (73,517) | \$ (3,497,970) |
| | DTS direct (5% Mark-up) | \$ - | \$ - | \$ - |
| | DTS direct (2.5% Mark-up) | \$ (12,284) | \$ (307) | \$ (12,591) |
| | Subtotal of DTS Directs | \$ (12,284) | \$ (307) | \$ (12,591) |
| | DTC direct | \$ (2,928,386) | \$ (73,210) | \$ (3,001,596) |
| | DTC Subcontractors | \$ (483,783) | \$ - | \$ (483,783) |

| | | Cost | Mark-up | Total |
|--|--------------------------------|----------------|--------------|----------------|
| Subcontractor to Project Contractor | DTC | \$ (3,262,753) | \$ (149,416) | \$ (3,412,169) |
| | DTC direct (5% Mark-up) | \$ (2,592,039) | \$ (129,602) | \$ (2,721,641) |
| | DTC Conting(0% Mark-up) | \$ (160,271) | \$ (8,014) | \$ (168,285) |
| | DTC Bond (0% Mark-up) | \$ (38,460) | \$ - | \$ (38,460) |
| | Subtotal of DTC Directs | \$ (2,790,770) | \$ (137,616) | \$ (2,928,386) |
| | Subcontractor costs | \$ (471,983) | \$ (11,800) | \$ (483,783) |

| | | Cost | Mark-up | Total |
|--------------------------|------------------------|--------------|--------------|--------------|
| Sub-subcontractor | Subcontractors | \$ (471,983) | \$ - | \$ (471,983) |
| | Sub's - Lump Sum Price | \$ (471,983) | \$0 override | \$ (471,983) |

DTP - Cost Details

| Description | Units | Qty | Unit rate | Amount | Mark-up | Total |
|---|-------|-----|-----------|--------|------------|--------------|
| DTP Direct Costs | | | | | | |
| | | | | \$ - | | |
| | | | | | 5% Mark-up | Total |
| SUBTOTAL "DTP direct (5% Mark-up)" | | | | \$ - | \$ - | \$ - |

DTS - Cost Details

| Description | Units | Qty | Unit rate | Amount | Mark-up | Total |
|--|-------|------|-----------------|-------------|--------------|--------------|
| DTS Direct Costs | | | | | | |
| Letter of Credit Annual Fees (6% of DTC Total Price)(1.5% x 4 yrs) | % | 6.0% | \$ (204,730.14) | \$ (12,284) | | |
| | | | | | 2.5% Mark-up | Total |
| SUBTOTAL "DTS direct (2.5% Mark-up)" | | | | \$ (12,284) | \$ (307) | \$ (12,591) |

DTC - Cost Details

| Description | Units | Qty | Unit rate | Amount | Mark-up | Total |
|-----------------------------------|-------|----------|-----------------|--------------|---------|-------|
| DEMOLITION & REMOVALS | | | | | | |
| Removal of Wall - Concrete | LF | (614) | \$ 10.00 | \$ (6,140) | | |
| Removal of Curb (& C&G)-All Types | LF | (276) | \$ 3.74 | \$ (1,032) | | |
| Removal of Sidewalk | SY | (350) | \$ 3.62 | \$ (1,265) | | |
| Removal of Asphalt Mat | SY | (30,917) | \$ 4.43 | \$ (137,010) | | |
| Removal of Driveway | SY | (120) | \$ 3.62 | \$ (434) | | |
| Removal of Fence | LF | (3,075) | \$ 1.00 | \$ (3,075) | | |
| Sawcutting | LF | (140) | \$ 3.30 | \$ (462) | | |
| | | | Subtotal | \$ (149,418) | | |

SITE DRAINAGE

| | | | | | | |
|------------------------------|----|-------|-----------------|--------------|--|--|
| 18" RCP | LF | (868) | \$ 53.58 | \$ (46,507) | | |
| 24" RCP | LF | (304) | \$ 68.64 | \$ (20,868) | | |
| 18" RCPES | EA | (7) | \$ 469.06 | \$ (3,283) | | |
| 24" RCPES | EA | (3) | \$ 548.40 | \$ (1,645) | | |
| Type C Inlet (10) | EA | (4) | \$ 2,475.47 | \$ (9,902) | | |
| Type D Inlet (10 Ft) | EA | (2) | \$ 3,592.64 | \$ (7,185) | | |
| Type R Inlet L5 (10') | EA | (15) | \$ 3,441.66 | \$ (51,625) | | |
| Outlet Structure | EA | (3) | \$ 5,900.00 | \$ (17,700) | | |
| Manhole, Complete, All Types | EA | (3) | \$ 3,816.36 | \$ (11,449) | | |
| Rip Rap | TN | (58) | \$ 29.13 | \$ (1,690) | | |
| Drainage Connections | EA | (2) | \$ 2,029.92 | \$ (4,060) | | |
| | | | Subtotal | \$ (175,914) | | |

SITE UTILITIES - WATER & SANITARY SEWER

| | | | | | | |
|---------------------------|----|---------|-----------------|--------------|--|--|
| Water Main | LF | (2,790) | \$ 68.58 | \$ (191,338) | | |
| Fire Hydrant | EA | (5) | \$ 1,585.60 | \$ (7,928) | | |
| Delete Taps & Meter Boxes | EA | (1) | \$ 15,000.00 | \$ (15,000) | | |
| Sanitary Sewer | LF | (1,040) | \$ 76.25 | \$ (79,300) | | |
| Sanitary Sewer Manhole | EA | (5) | \$ 792.81 | \$ (3,964) | | |
| | | | Subtotal | \$ (297,530) | | |

AT-GRADE STATION

| | | | | | | |
|---------------------|----|-------|-----------------|-------------|--|--|
| Station Stairs | SF | (720) | \$ 82.37 | \$ (59,306) | | |
| 10401-Signs, Static | EA | (20) | \$ 250.00 | \$ (5,000) | | |
| | | | Subtotal | \$ (64,306) | | |

LIGHTING & ELECTRICAL

| | | | | | | |
|----------------------------|----|------|-----------------|--------------|--|--|
| Lot Lighting (38 Fixtures) | LS | (1) | \$ 57,777.77 | \$ (57,778) | | |
| Plaza Lighting | EA | (16) | \$ 2,200.00 | \$ (35,200) | | |
| Electrical Conduit | LS | (1) | \$ 15,000.00 | \$ (15,000) | | |
| | | | Subtotal | \$ (107,978) | | |

Capital Costs (CREDIT)

RPC-006 - South Westminster Station - Revised Scope

| | | | Cost | Mark-up | Total |
|---|----|----------|-----------------------|--------------|-----------------------|
| DRIVER RELIEF STATION | | | | | |
| Driver Relief Station Type IV | EA | (1) | \$ 111,763.52 | \$ (111,764) | |
| Subtotal | | | \$ (111,764) | | |
| STATION EARTHWORK & EROSION CONTROL | | | | | |
| Clearing & Grubbing | AC | (1) | \$ 1,506.52 | \$ (1,507) | |
| 12" Subgrade Prep. | CY | (7,300) | \$ 2.49 | \$ (18,183) | |
| Embankment Material (CIP) | CY | (11,276) | \$ 6.68 | \$ (75,319) | |
| Topsoil Remove and Stockpile | CY | (1,230) | \$ 4.15 | \$ (5,110) | |
| Topsoil Replace | CY | (1,230) | \$ 10.50 | \$ (12,915) | |
| Erosion Control Devices | LS | (0.038) | \$ 222,123.90 | \$ (8,441) | |
| Erosion Control Maintenance | LS | (0.038) | \$ 449,263.21 | \$ (17,072) | |
| Subtotal | | | \$ (138,547) | | |
| RETAINING WALLS & SOUND WALLS | | | | | |
| Modular Block Walls | SF | (3,800) | \$ 14.50 | \$ (55,100) | |
| Subtotal | | | \$ (55,100) | | |
| PEDESTRIAN & BIKE ACCESS | | | | | |
| Concrete Sidewalk (6 in) | SY | (1,553) | \$ 36.77 | \$ (57,108) | |
| Colored Arch Concrete Walks | SY | (2,867) | \$ 47.03 | \$ (134,835) | |
| Conc Curb Ramp | SY | (222) | \$ 117.40 | \$ (26,063) | |
| Seeding (Native) | AC | (1.01) | \$ 381.52 | \$ (385) | |
| Mulching (Weed Free) | AC | (1.01) | \$ 548.76 | \$ (554) | |
| Sod | SF | (3,700) | \$ 0.52 | \$ (1,924) | |
| Subtotal | | | \$ (220,869) | | |
| PED TUNNEL - NORTH END | | | | | |
| Retaining Walls & Ramps | CY | (387) | \$ 410.00 | \$ (158,670) | |
| Subtotal | | | \$ (158,670) | | |
| AUTOMOBILE, BUS & VAN ACCESSWAYS INCL ROAD | | | | | |
| HBP (GR S) (100) (PG 64-22) | TN | (7,285) | \$ 64.33 | \$ (468,611) | |
| Conc. Pvmt | SY | (3,120) | \$ 49.30 | \$ (153,808) | |
| C and G Ty 2 II-B | LF | (7,573) | \$ 14.04 | \$ (106,347) | |
| Sign Panels | EA | (29) | \$ 84.55 | \$ (2,452) | |
| Sign Post | EA | (29) | \$ 189.40 | \$ (5,493) | |
| Pvmt Marking Paint (Low VOC Base) | SF | (8,760) | \$ 0.35 | \$ (3,076) | |
| Subtotal | | | \$ (739,787) | | |
| STRUCTURES | | | | | |
| Neighborhood Craftsman Arch. Style | EA | (2) | \$ 84,950.00 | \$ (169,900) | |
| Subtotal | | | \$ (169,900) | | |
| Negotiation Credit | | | | | |
| Final Negotiation Credit | LS | (1) | \$ 192,675.00 | \$ (192,675) | |
| Subtotal | | | \$ (192,675) | | |
| DTC - Survey | | | | | |
| Survey Party | LS | (1) | \$ 9,580.83 | \$ (9,581) | |
| Subtotal | | | \$ (9,581) | | |
| | | | | 5% Mark-up | Total |
| SUBTOTAL "DTC direct (5% Mark-up)" | | | \$ (2,592,039) | \$ (129,602) | \$ (2,721,641) |
| Description Units Qty Unit rate Amount Mark-up Total | | | | | |
| DTC - Subcontractors | | | | | |
| Kleinfelder | LS | (1) | \$ 38,390.46 | \$ (38,390) | |
| Anderado-Removal of Bldg, NW-08 | LS | (1) | \$ 99,453.50 | \$ (99,454) | |
| Anderado-Removal of Bldg, NW-08 | LS | (1) | \$ 142,774.00 | \$ (142,774) | |
| Anderado-Removal of Bldg, NW-09 | LS | (1) | \$ 62,735.00 | \$ (62,735) | |
| Anderado-Removal of Bldg, NW-13 | LS | (1) | \$ 128,630.00 | \$ (128,630) | |
| | | | | 2.5% Mark-up | Total |
| SUBTOTAL "DTC Subcontractors (2.5% Mark-up)" | | | \$ (471,983) | \$ (11,800) | \$ (483,783) |
| Total - DTC Directs, Subs, & Mark-ups | | | | | \$ (3,205,424) |
| Description Units Qty Unit rate Amount Mark-up Total | | | | | |
| DTC - Contingency | | | | | |
| Contingency | % | 5% | \$ (3,205,424.00) | \$ (160,271) | |
| | | | | 5% Mark-up | Total |
| SUBTOTAL "DTC - Contingency" (5% Mark-up)" | | | \$ (160,271) | \$ (8,014) | \$ (168,285) |
| Total - DTC Directs, Subs, Mark-ups, & Contingency | | | | | \$ (3,373,709) |
| Description Units Qty Unit rate Amount Mark-up Total | | | | | |
| DTC - Bonds | | | | | |
| Bond (Direct Cost + Subs + Mark-ups) | % | 1.14% | \$ (3,373,709.00) | \$ (38,460) | |
| | | | | 0% Mark-up | Total |
| SUBTOTAL | | | \$ (38,460) | | \$ (38,460) |
| DTC GRAND TOTAL PRICE | | | | | \$ (3,412,169) |

RPC-006 Table 3
Appendix 3

The Base Annual Service Payments shall be deemed to be revised in accordance with Table 3 (*Base Annual Service Payments*) of Attachment 11 (*Service Payments*), as modified by CA Amendment No. 2, as follows:

| n | Year | BAISP _{ECbase} | BAISP _{GLbase} | BAISP _{NWESbase} | ABAISP _{base} | BANISP _{ECbase} | BANISP _{GLbase} | BANISP _{NWESbase} | ABANISP _{base} |
|---|------|-------------------------|-------------------------|---------------------------|------------------------|--------------------------|--------------------------|----------------------------|-------------------------|
| Revisions either “Plus” or “Minus” with respect to Table 3 – Base Annual Service Payments (on page 4 of CA Amendment No.2). Each Memorandum of Relief shall be an independent revision that shall be accumulated prior to Revenue Service Commencement for the applicable Commuter Rail Project. All figures in 2010 Dollars. | | | | | | | | | |
| -1 | 2015 | No change | No change | No change | No change | No change | No change | No change | No change |
| 0 | 2016 | No change | No change | Minus \$28,486 | Minus \$28,486 | No change | No change | No change | No change |
| 1 | 2017 | No change | No change | Minus \$28,486 | Minus \$28,486 | No change | No change | No change | No change |
| 2 | 2018 | No change | No change | Minus \$28,486 | Minus \$28,486 | No change | No change | No change | No change |
| 3 | 2019 | No change | No change | Minus \$26,058 | Minus \$26,058 | No change | No change | No change | No change |
| 4 | 2020 | No change | No change | Minus \$26,058 | Minus \$26,058 | No change | No change | No change | No change |
| 5 | 2021 | No change | No change | Minus \$26,058 | Minus \$26,058 | No change | No change | No change | No change |
| 6 | 2022 | No change | No change | Minus \$26,058 | Minus \$26,058 | No change | No change | No change | No change |
| 7 | 2023 | No change | No change | Minus \$46,711 | Minus \$46,711 | No change | No change | No change | No change |
| 8 | 2024 | No change | No change | Minus \$26,058 | Minus \$26,058 | No change | No change | No change | No change |
| 9 | 2025 | No change | No change | Minus \$26,058 | Minus \$26,058 | No change | No change | No change | No change |
| 10 | 2026 | No change | No change | Minus \$26,058 | Minus \$26,058 | No change | No change | No change | No change |
| 11 | 2027 | No change | No change | Minus \$26,058 | Minus \$26,058 | No change | No change | No change | No change |
| 12 | 2028 | No change | No change | Minus \$46,711 | Minus \$46,711 | No change | No change | No change | No change |
| 13 | 2029 | No change | No change | Minus \$26,058 | Minus \$26,058 | No change | No change | No change | No change |

RPC-006 Table 3
Appendix 3

| | | | | | | | | | |
|----|------|-----------|-----------|--------------------|--------------------|-----------|-----------|-----------|-----------|
| 14 | 2030 | No change | No change | Minus \$26,058 | Minus \$26,058 | No change | No change | No change | No change |
| 15 | 2031 | No change | No change | Minus \$26,058 | Minus \$26,058 | No change | No change | No change | No change |
| 16 | 2032 | No change | No change | Minus \$26,058 | Minus \$26,058 | No change | No change | No change | No change |
| 17 | 2033 | No change | No change | Minus \$141,126 | Minus \$141,126 | No change | No change | No change | No change |
| 18 | 2034 | No change | No change | Minus \$26,058 | Minus \$26,058 | No change | No change | No change | No change |
| 19 | 2035 | No change | No change | Minus \$26,058 | Minus \$26,058 | No change | No change | No change | No change |
| 20 | 2036 | No change | No change | Minus \$26,058 | Minus \$26,058 | No change | No change | No change | No change |
| 21 | 2037 | No change | No change | Minus \$26,058 | Minus \$26,058 | No change | No change | No change | No change |
| 22 | 2038 | No change | No change | Minus \$26,058 | Minus \$26,058 | No change | No change | No change | No change |
| 23 | 2039 | No change | No change | Minus \$26,058 | Minus \$26,058 | No change | No change | No change | No change |
| 24 | 2040 | No change | No change | Minus \$26,058 | Minus \$26,058 | No change | No change | No change | No change |
| 25 | 2041 | No change | No change | Minus \$46,711 | Minus \$46,711 | No change | No change | No change | No change |
| 26 | 2042 | No change | No change | Minus \$26,058 | Minus \$26,058 | No change | No change | No change | No change |
| 27 | 2043 | No change | No change | Minus \$26,058 | Minus \$26,058 | No change | No change | No change | No change |
| 28 | 2044 | No change | No change | Minus \$46,711 | Minus \$46,711 | No change | No change | No change | No change |

Net O&M Schedule - NON-Indexed

| | RTD O&M Costs (per RPC 006, executed 6/26/2012) | | Station Platform Betterment O&M Costs (per RPC XXXX, executed X/XX/2016) | | Net O&M Costs - NON-Indexed (\$ owed to RTD)/ +\$ owed to COW |
|--------------|--|----------|---|----------|--|
| 2016 | \$28,486 | - | \$84,413 | = | (\$55,927) |
| 2017 | \$28,486 | - | \$84,413 | = | (\$55,927) |
| 2018 | \$28,486 | - | \$84,413 | = | (\$55,927) |
| 2019 | \$26,058 | - | \$84,413 | = | (\$58,355) |
| 2020 | \$26,058 | - | \$84,413 | = | (\$58,355) |
| 2021 | \$26,058 | - | \$84,413 | = | (\$58,355) |
| 2022 | \$26,058 | - | \$84,413 | = | (\$58,355) |
| 2023 | \$46,711 | - | \$84,413 | = | (\$37,702) |
| 2024 | \$26,058 | - | \$84,413 | = | (\$58,355) |
| 2025 | \$26,058 | - | \$96,741 | = | (\$70,683) |
| 2026 | \$26,058 | - | \$84,413 | = | (\$58,355) |
| 2027 | \$26,058 | - | \$84,413 | = | (\$58,355) |
| 2028 | \$46,711 | - | \$84,413 | = | (\$37,702) |
| 2029 | \$26,058 | - | \$84,413 | = | (\$58,355) |
| 2030 | \$26,058 | - | \$84,413 | = | (\$58,355) |
| 2031 | \$26,058 | - | \$84,413 | = | (\$58,355) |
| 2032 | \$26,058 | - | \$84,413 | = | (\$58,355) |
| 2033 | \$141,126 | - | \$84,413 | = | +\$56,713 |
| 2034 | \$26,058 | - | \$96,741 | = | (\$70,683) |
| 2035 | \$26,058 | - | \$84,413 | = | (\$58,355) |
| 2036 | \$26,058 | - | \$84,413 | = | (\$58,355) |
| 2037 | \$26,058 | - | \$84,413 | = | (\$58,355) |
| 2038 | \$26,058 | - | \$84,413 | = | (\$58,355) |
| 2039 | \$26,058 | - | \$84,413 | = | (\$58,355) |
| 2040 | \$26,058 | - | \$84,413 | = | (\$58,355) |
| 2041 | \$46,711 | - | \$84,413 | = | (\$37,702) |
| 2042 | \$26,058 | - | \$84,413 | = | (\$58,355) |
| 2043 | \$26,058 | - | \$96,741 | = | (\$70,683) |
| 2044 | \$46,711 | - | \$84,413 | = | (\$37,702) |
| TOTAL | \$960,646 | - | \$2,484,961 | = | (\$1,524,315) |

DRAFT



Staff Report

Information Only Staff Report
February 8, 2016



SUBJECT: Adopted 2015 Strategic Plan – Fall 2015 Status Report

PREPARED BY: Barbara Opie, Assistant City Manager

Summary Statement

This report is for City Council information only and requires no action by City Council.

The attached report provides City Council a status report on the adopted 2015 Strategic Plan efforts since the last report for the period August 1 through January 28, 2016. If City Council has specific questions about the status of any item noted, Staff is happy to provide additional information.

Background Information

During the first half of 2015, City Council completed a comprehensive community and organization engagement in the development of the 2015 Strategic Plan. Their efforts culminated with the adoption of the 2015 Strategic Plan at the July 27 City Council meeting.

The Strategic Plan includes the updated Vision statement created and agreed upon at the April 2015 retreat; the vision reflects the City Council's picture of the desired future, i.e., what we want to become. The adopted Vision follows: ***Westminster is the next Urban Center of the Colorado Front Range. It is a vibrant inclusive, creative, and well-connected City. People choose Westminster because it is a dynamic community with distinct neighborhoods and a resilient local economy that includes: a spectrum of jobs; diverse, integrated housing; and shopping, cultural, entertainment, and restaurant options. It embraces the outdoors and is one of the most sustainable cities in America.***

The Strategic Plan also includes the goals, objectives and actions identified at the retreat that comprise the Strategic Plan. The goals reflect the broadly defined key statements of what we hope to achieve; they describe the desired ends. The objectives reflect the means of achieving or moving toward the goals; they focus City efforts. The actions flow from each objective; they guide daily, weekly and monthly actions and are specific projects, programs or priorities to be achieved, ultimately helping achieve the vision.

Based on internal Staff reviews and discussions with City Council, the action items were refined and plans were identified for implementation through December 2016. The 2015 Strategic Plan was officially adopted at the July 27 City Council meeting. While the strategic plan is projected for an 18-month period, ending December 2016, that does not mean these projects simply terminate after December 2016 but rather that significant progress is made during this 18-month period towards these high priority actions identified by City Council.

The attached report provides City Council a status update on the adopted 2015 Strategic Plan since the last report delivered in August 2015. This is the second report on specific efforts about the Strategic Plan goals, objectives and actions through January 28, 2016. The next report will be distributed to City Council in April, prior to the City Council's Strategic Plan retreat scheduled for April 30. If City Council has any questions about the status of any action item, Staff is happy to provide additional information.

The attached report reflects the Strategic Plan goals, objectives and actions. The "Action Plan" column reflects those anticipated efforts to move the associated Council identified action forward through December 2016. These action plans were identified by Staff and reviewed with City Council during June 2015 to ensure proper alignment with City Council's desired efforts on these items. The "Status Update" column reflects what progress has been made through January 28, 2016. The last column reflects the department and staff lead for each item. While one department and/or staff person may be identified, this does not mean that other staff and/or departments are not involved in moving these objectives and actions forward. These actions are truly cross departmental/citywide efforts.

If City Council has questions about this document, please contact Barbara Opie at bopie@cityofwestminster.us.

This status update report supports all of the City's 2015 Strategic Plan Goals: Visionary Leadership, Effective Governance and Proactive Regional Collaboration; Vibrant, Inclusive and Engaged Community; Dynamic, Diverse Economy; Beautiful, Desirable, Safe and Environmentally Responsible City; Financially Sustainable Government Providing Excellence in City Services; and Ease of Mobility.

Respectfully submitted,

Stephen P. Smithers
Acting City Manager

Attachment: Strategic Plan – Fall 2015 Status Report

Adopted 2015 Strategic Plan - Fall 2015 Status Update

| Action Plan - anticipated actions through December 2016 | | Status Update as of 1/28/2016 | Department/ Staff Lead |
|---|--|--|---------------------------|
| GOAL: Visionary Leadership, Effective Governance and Proactive Regional Collaboration | | | |
| OBJECTIVE: Develop communication, management and planning tools that move the City toward its vision while providing excellent government. | | | |
| 1) | Improve the strategic plan and budget process to fully engage City Council, City staff and the community in matching the strategic plan to the appropriation of budget resources. | | CMO/ Barbara Opie |
| | ACTION PLAN: City Council and Staff worked to better institute the Strategic Plan through an initial feasibility assessment, which allowed for improved definitions of desired actions and prioritization of resources. City Council incorporated many modifications specifically linked to the adopted 2015 Strategic Plan in the mid-year 2016 Budget amendment, allowing Staff to move these efforts forward. | STATUS: City Council officially adopted the 2015 Strategic Plan on July 27. Staff integrated significant funding (approximately \$7M) and City Council authorized these funds in the mid-year 2016 Budget Amendment to support the Strategic Plan. Staff working diligently to implement the Strategic Plan, especially with the additional funding support incorporated in 2016. Staff has also commenced planning for the 2016 Strategic Plan retreat with City Council, identifying process and timing for City Council consideration in February. | |
| 2) | Develop a more robust community multimedia communications program and Council outreach program. | | CMO/ Joe Reid |
| | ACTION PLAN: COD to meet with City Council to outline strategic communication plan and how it meshes with overarching Strategic Plan goals for the City. This plan will contain specific objectives to help the City develop a more robust multimedia communication program and Council outreach program. The strategic communication plan will continued to be updated as needed to ensure strong alignment with the citywide strategic plan objectives and will be aligned in response to the branding initiative. | STATUS: In August 2015, COD Staff met with Council to outline strategic communication plan that included specific objectives to help the City develop a more robust multimedia communication program and Council outreach program. Key additions implemented in 2015 include development and implementation of a strategic Council outreach plan, enhanced social media presence for events, increased emphasis on video and revamp of WestyConnect online engagement platform. Coming in 2016 will be a redesign of the City website to better integrate branding strategies, strategic communication goals and enhanced functionality for social media and mobile. As part of the current communication plan, a telephone town hall and South Westy Town Hall were both conducted in early January. | |
| 3) | Provide more online transactions. | | IT/ Art Rea |
| | ACTION PLAN: Staff interprets online transactions as being those where users can submit online payments or forms through the City's website. Additional payment applications are in development and will be implemented, including sales tax credit processing and municipal court fines, fees and tickets. There are currently 23 forms that may be submitted electronically, and 8 other opportunities identified, with two currently under development including probation forms and Court customer service surveys. A full list of current and planned forms is available if requested. Additional online solutions are being evaluated. Staff will align staff priorities so that the City can move ahead with additional online transactions that are cost-justified based on usage. | STATUS: Through a combination of requests, IT is working to address this action item through the implementation of items noted (sales tax credit processing, municipal court fines, fees and tickets). Staff also has added a Reclaimed water quiz, Probation Forms, and a Judicial Performance Evaluation. In 2016, IT will work on the following major projects: implementation of CD's new e-permitting system, installation of the Police/Fire CAD/RMS software upgrade, implementation of GS's computerized maintenance management software, and Finance's update to the sales tax fast filing software. GS, working with IT, has acquired DocuSign software that allows for digital signatures on miscellaneous e-applications. With the purchase DocuSign software, Staff is looking to incorporate the electronic signature functionality initially into two online forms, Westminster Med Membership Application and City Boards and Commissions Application; these will be completed 1st quarter of 2016. In addition, GS staff has set up Online Payments of Fines, Fees, and Tickets for the Court. PW&U and PRL collaborated to provide the return of the Large Item Pickup program with the opportunity to register online for the first time ever. This streamlined the registration process both for the residents and staff utilizing the RecTrac system, which is capable of taking registration and payment information. This also is an excellent example of a cross-discipline team working together to creatively improve this service delivery. In addition to providing the opportunity to submit and receive development review comments electronically, the implementation of e-permitting for Community Development will also allow for online contractor registration, permit and plan review status checks (i.e. dashboard), and acceptance of online payments. | |
| 4) | Build brand identity for Westminster (social media, multi lingual, promote Westminster). | | CMO/ Joe Reid |
| | ACTION PLAN: An agency will be hired to guide the City through the branding process, with an eye toward aligning our current brand with the new vision of Westminster as the next urban center on the Front Range. This work will coordinate closely with marketing the new downtown site and with overall economic development efforts for the City. Deliverables will include a branding product, a brand management playbook, messaging, design guidance, etc. This effort will also include a sustainable marketing plan to ensure the branding message connects with essential audiences. | STATUS: A request for proposals was released in mid-December. A total of 14 agencies responded. Three finalist agencies were identified and interviews were scheduled for the week of Jan. 25. Agency selection will be followed quickly by project launch. Brand refresh/alignment around new City vision will be initial focus. Key City stakeholders, including Parks, Recreation and Libraries and Economic Development, are participating in this process. In addition, several new promotions have been implemented by PRL including the most recent Free Fitness Week in January 2016. This effort yielded a spotlight on Westminster in the Denver Post and Westminster Window. Additionally, Facebook ads reached for this promotion were shown nearly 61,000 times to 38,000 people. | |
| 5) | Complete another biennial survey of citizens in 2016. | | CMO/ Ben Goldstein |
| | ACTION PLAN: CMO Staff will work with all departments on the development of the 2016 Citizen Survey. The plan is to conduct the survey in early 2016 so that the information gained can be used as part of the strategic planning process and 2017-2018 budget development. | STATUS: Staff began work on the 2016 Citizen Survey in 4th quarter 2015, with distribution to the community of the survey in early 2016. Pre-notification post cards and the first wave of surveys have been mailed. Staff has incorporated questions from City Council and Staff in the 2016 Citizen Survey. The Survey will be completed two months earlier this year (traditionally the results are reported in June; in 2016, the results are planned to be reported in April) to allow for better integration with City Council's strategic planning process and the City budget development process. | |
| 6) | Study current community emergency preparedness capacity. | | FD/ Greg Moser |
| | ACTION PLAN: The Fire Department will develop and implement a plan to improve citizen awareness of emergency notification procedures. The plan will also seek to improve awareness of how to shelter in place, proper evacuation procedures, and disaster recovery resources. A separate plan will also be identified to evaluate and improve the status of local businesses having a "continuity of operations" plan. | STATUS: The new Emergency Management Coordinator (EMC) began work on August 10, 2015. EMC, in collaboration with City staff, is assessing current status of City's emergency management capabilities. The EMC has presented a short concept of operations briefing to all City Departments and the Council. A blizzard exercise was conducted with a number of City Departments and outside agencies to assess the readiness of the City's blizzard response system. Concerns regarding our mass sheltering capabilities and emergency generator capacity were identified for follow-up efforts. More exercises are planned in the coming year. The EMC has also given introductory presentations to the Westminster Chamber of Commerce, Covenant Village, and Westminster Cares. Staff plans to continue efforts to involve business, faith-based and civic stakeholder in community-wide planning and preparedness activities. Emergency preparedness presentations are also being incorporated into the training provided to all City employees. | |

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|---|---|--|---------------------------------------|
| 7) | Empower staff where creativity, innovation and ingenuity are used with cross-discipline and cross-functional team approaches to solve problems, improve service delivery/project management, and to help inform and implement City Council goals. | | CMO/ Steve Smithers/ All Depts. |
| | <p>ACTION PLAN: Staff has identified numerous examples of actions where this strategic plan action is being fulfilled, including accelerating the Bike Master Plan, Street Lighting/Xcel Energy Engagement, the Enhanced Mobility and Connectivity Study, and agenda management software procurement. All of these projects are commencing in 2015/2016. The 2015 Leadership Development Class is also conducting an evaluation of cross functional teams efforts and will be recommending to City leadership possible improvements to the use of cross-functional teams to service delivery/project management as their class project in December.</p> | <p>STATUS: As noted, there are several examples of this action item moving forward within the organization. As it relates to the Enhanced Mobility and Connectivity Study, the project manager is collaborating with other City Staff in various departments to gather feedback and develop next steps.</p> <p>As it relates to agenda management software, Staff is working to improve internal and external customer services and plans to bring increased efficiency through the implementation of this software in early 2016. City Clerk's Office is also working with impacted departments towards utilization of an external codification service for more timely posting of updates to the Municipal Code on the City's website.</p> <p>The 2015 Leadership Development Program participants presented in December on their class project in regards to the Use of Cross Functional Teams at the City of Westminster. Their research and presentation will include best practices, as well as recommendations for how we might use these teams more effectively.</p> <p>The GS Department is utilizing 3 cross-functional teams (30+ employees from different GS divisions) to strategize and develop recommendations for the following areas: "Develop a Comprehensive and Proactive Customer Engagement Plan"; "Enhance Communication Strategies"; and "Enhance Business Processes."</p> <p>PR&L Staff is working collaboratively with PW&U on more efficient ways to register for the Large Item Clean-Up program utilizing the existing Rec Trac program for registration and fees.</p> <p>Community Development has several initiatives that involve cross-functional teams including the Bicycle Master Plan, evaluation and improvements to the development review business process that primarily effect PRL, PWU, and Fire plan reviewers, and in partnership with PWU, has kicked-off a review of current standards and regulations that may inhibit the implementation of Council's goal to become the next urban center of the Front Range. This evaluation will also involve external stakeholders.</p> | |
| OBJECTIVE: Collaborate with state agencies, counties, school districts, neighboring cities and other governmental and non-governmental entities. | | | |
| 8) | Schedule one planning session with Adams 50, Adams 12 and Jefferson County school districts and Front Range Community College to explore areas of collaborative opportunities. | | CMO/ Don Tripp |
| | <p>ACTION PLAN: The City will host these community educational partners in efforts to explore areas for increased collaboration and other opportunities.</p> | <p>STATUS: A joint dinner with Adams 12, Adams 50 and Jefferson R1 School Boards was held in April 2015; Staff is working to coordinate another dinner in April 2016. City Council hosted Front Range Community College (FRCC) at the June 1 Study Session in 2015; Staff is working on a joint event with FRCC for the spring 2016.</p> <p>PRL has been working with Adams 50 to develop strong partnerships to support afterschool programming, 3rd grade swim lessons, school time physical activity opportunities, and Summer Lunch Programs. The City Manager is meeting monthly with a group of city managers from each county and has conducted one-on-one meetings so far with the city managers of Arvada, Boulder, Commerce City and Lakewood.</p> <p>CD Staff has met with Adams School District 50 Staff about possible upgrades to the plaza area on the west side of Hidden Lake High School abutting Lowell Boulevard at 73rd Avenue.</p> | |
| 9) | Schedule semi-annual joint planning sessions with elected officials of Adams County and Jefferson County. | | CMO/ Don Tripp |
| | <p>ACTION PLAN: The City will host these local government partners in efforts to explore areas for increased collaboration. Staff will work with City Council to develop an agenda and approach for these meetings and engage each County to ensure their topics of interest are placed on the agenda as well.</p> | <p>STATUS: Joint dinner with Adams and Jefferson County Commissioners and City Council held in February 2015. Staff has commenced working on a joint dinner with both County Commissioners for early 2016 (anticipated in May 2016).</p> | |

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|-----|--|---|--|
| 10) | <p>At the staff level, look for opportunities to collaborate and assist our neighboring jurisdictions.</p> | <p>STATUS: Many departments are collaborating with neighboring cities, counties and districts. Below are some highlights from the various departments:</p> <ul style="list-style-type: none"> - FIRE: Equipment common specifications - The group putting this common specification together is nearing completion. The specification is done, but they are working on an RFP to send out by year-end. - PW&U: Staff has finalized an MOU with Adams County School District 50 for providing deicing salt to for use on school parking lots. The MOU guides district procedures for pickup of the material at a City facility and the agreed upon reimbursement rates. PWU completed the following: an IGA with CDOT regarding the reimbursement for the City's snow removal operations on Sheridan Blvd. between W. 84th Ave. and W. 88th Place; an IGA with Federal Heights for resurfacing of W. 104th Avenue from Federal Blvd. to Zuni Street executed last fall; and the renewal of a street maintenance agreement with Adams County Road and Bridge. Street Division Staff worked collaboratively with ADCO Road and Bridge to provide for a citizen requested ADA access from a bus stop located in the 8300 block of Zuni Street to the intersection crosswalk at W. 84th Avenue and Zuni Street; and an IGA with Adams County for planned 2016 street resurfacing work north of W. 144th Avenue is in progress. In June 2015, Staff from the Adams 12 Five Star Schools contacted Street Division Staff regarding concrete and asphalt work in their parking lots. Although bids were all complete for the year, City Staff contacted the successful bid vendors and asked if they would do be willing to perform the district's work at the pricing that the City received. Keene Concrete and Martin Marietta Materials, Inc. were to contact the district directly for conformation and coordination. All school districts located within the City will be contacted at the next round of bidding in 2016 to gauge their interested in being included in City's bid process. - GS: Westminster is participating in the Adams County Regional Sustainability Network; the most recent project was the America Recycles Day shred-a-thon on Nov. 15 in partnership with North Metro Community Services and Adams County. Training and Development staff is looking at ways to collaborate with neighboring jurisdictions in regards to training programs and the organization wide, year-end training event. - FINANCE: Sales Tax Staff continues to participate on the CML standard definition steering committee. Westminster staff was selected to represent the full committee at a meeting industry representatives in November. CML will be coordinating educational outreach with member cities' legal and management representatives in early 2016 as the project moves forward. - PR&L: Staff is working with US 36 Commuting Solutions to formulate a RFP and solicit bids for contracted standardized maintenance of the new 18 mile stretch of bike path along US 36. Park Ops completed the renovation of Skyline Vista Park in collaboration with Adams 12 school district. PRL leadership met with key leaders at each of the three school districts to begin the process of identifying connections and common opportunities for investment. This led to the first ever summer lunch program at the Swim & Fitness Center which served over 2,000 meals during the summer of 2015. The Recreation Service Manager was appointed to serve on the Early Childhood Partnership of Adams County Board of Directors and is engaged with the newly established Jefferson County Food Policy Council to identify nutrition and wellness improvements with in Jefferson County. Park Ops staff worked with a variety of neighborhoods (Village at Harmony Park, Home Farm HOA,) the developer, City of Broomfield, and the PRLOS Board to design the new proposed Longs View Trail connections; letters of support were received from all the noted for an Adams County Grant proposal. PRL hosted the first-ever Boot Camp Forum to discuss the future of organized outdoor fitness in the region. Park Ops staff continues to work with Broomfield to make improvements to the structures and trail connections at Metzger Farm; work is underway to construct a trail on the north side of 120th Avenue between Lowell Boulevard and Federal Parkway on the Metzger Farm property, thanks in part to a grant from Adams County. Staff is currently partnering with the cities of Arvada and Broomfield along with the Federal Highway Administration on the construction of the Greenway Trail to connect the Rocky Mountain Arsenal Wildlife Refuge to the Rocky Flats Wildlife Refuge utilizing existing metro area trails, then follow along the east side of Standley Lake from Arvada through the Westminster Hills Open Space. - CD: Staff is coordinating on an IGA with Arvada regarding annexation boundaries west of Standley Lake. As part of implementing e-permitting, staff met with Arvada to learn more about their review process. As part of implementing a pre-application process, staff will meet with several neighboring jurisdictions to better understand their process and what lessons can be learned. City of Westminster are working with Broomfield on joint projects to improve Lowell Boulevard between 120th Avenue and 124th Avenue, as well as construct Phase II of the City Park Channel south of 120th Avenue, east of Lowell Boulevard. City of Westminster will be meeting with Federal Heights Staff in February (after discussion by phone in November) regarding a possible joint project to address aesthetic upgrades to the Federal Boulevard corridor between 88th Avenue and 104th Avenue. The City is also working with Federal Heights on the design of the 92nd Avenue/Federal Boulevard intersection improvement project with construction to commence in 2016. City of Westminster and Arvada Staffs working on an IGA to create an annexation boundary between the two cities on the south and west side of Standley Lake. City of Westminster Staff working with Adams County on the ULI Federal Boulevard Healthy Corridors Study. - POLICE: The Police Department collaborates with numerous neighboring jurisdictions and associations such as; the North Metro Drug Task Force, North Metro Critical Incident Team and North Metro Accident Investigation Team (multi-jurisdictional teams that provide independent and objective investigations of police use of deadly force and serious motor vehicle accidents), Colorado Organized Retail Crime Alliance (partnership with retail and law enforcement to prevent and solve crime), Adams County LINK and Jefferson County JAC (Juvenile Community Assessment and Resource Centers), Ralston House Child Advocacy Center (collaboration with law enforcement, human services and community in order to provide a safe place to investigate abused children), Sex Assault Response Team (collaboration with District Attorney's Office, law enforcement, medical professions, victim services and community to create a more compassionate and streamlined response to handling and investigating sexual assault cases), Adams County Housing Authority Task Force (partnership to reduce calls for service and reduce crime), Adams and Jefferson County TRIAD, Aging Network and Council, Adult Protection Team, Elder Abuse Round Table for Law Enforcement, Coalition for Elder Rights and Adult Protection, and Council on Aging and Network (partnerships with Public Safety, Community and Seniors), Foot Hills Animal Shelter, North Central All-Hazards Region and Urban Area Security Initiative (multi-jurisdictional emergency preparedness) and Rocky Mountain Safe Streets Task Force (investigate violent crime). | <p>CMO/ Steve Smithers/ All Depts.</p> |
|-----|--|---|--|

GOAL: Vibrant, Inclusive and Engaged Community

OBJECTIVE: Advance strategies that demonstrate Westminster is a regional leader in providing affordable/workforce housing.

| | | | |
|-----|----------------------------------|--|-----------------------|
| 11) | <p>Pursue workforce housing.</p> | <p>STATUS: Staff conducted and completed interviews with City Council members to better understand areas of concern. A summary of the interviews and areas of concerned was presented to Council at a Study Session. Subsequent to Council interviews, Staff prepared a scope of work for the development of an affordable housing policy and strategy. An affordable housing consultant is under contract with the City and is currently executing the scope of work. Staff will continue to present interim findings to Council as major milestones are reached during the research and findings process. Completion of the consulting assignment is anticipated during Q2 2016. Workforce/affordable housing projects are in process with the Alto/ACHA (70 units), Shoenberg/JeffCHA (72 units) and Downtown Westminster projects.</p> | <p>CMO/ John Hall</p> |
|-----|----------------------------------|--|-----------------------|

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| 12) | Pursue housing construction defects ordinance. | | CAO/ David Frankel |
| | ACTION PLAN: Staff will review approaches taken by other local jurisdictions, along with legal risks and other considerations. Staff will return to City Council to review this information and seek direction. | STATUS: CAO has prepared and delivered two confidential memos to Council, which included a legal opinion and a list of options for what an ordinance could include. A study session was held December 7 to discuss the broad policy questions and to determine next steps. Staff has prepared a draft ordinance for City Council consideration and will be reviewed in February. | |
| OBJECTIVE: Develop programs and strategies that build a unique sense of community in Westminster. | | | |
| 13) | Increase multi-lingual communication mediums. | | CMO/ Joe Reid |
| | ACTION PLAN: Staff will create a Citywide task force to examine ways to move ahead with providing greater multi-lingual access to City programs, services and information. This process will involve engaging City employees and specific audiences from our community. The first step is an assessment of existing efforts, both for written and spoken communication, followed by an effort to identify the most pressing needs and ways to address those. Based on this information, Staff will develop recommendations for a sustainable path forward to address long term community needs. Resource needs TBD; adding a multi-lingual component to City communications could require additional staffing (full-time translator) and/or using a translator service such as TransLingua, which offers translation services for a flat fee; whatever solution is identified will likely have ongoing operating costs associated with it. | <p>STATUS: A variety of efforts are ongoing throughout the City. One recent development is the offering of swim lessons conducted utilizing the Spanish language. PR&L Staff identified this need and is offering this program this month. PR&L spread the word about the Spanish Swim lesson registration event, and Communication & Outreach Division (COD) staff sent the flyer and announcement to El Comercio de Colorado, Telemundo, and Univision. Telemundo was interested in doing an interview, so COD connected them to PR&L, who coordinated an interview with one of the Spanish speaking swim instructors, Earcillia Romero, which aired prior to the registration event. Also many people at the registration event reported that they saw the announcement on the Univision Facebook page. The classes were filled. More classes are planned for the spring/summer as a result. Overall, our collaboration to spread the word about the new Spanish swim lessons and the registration event helped to contribute to the success of the program by connecting directly with Spanish media. In Community Development, a multi-lingual development guide will be created to provide information on how to navigate the development review process. The guide will be published as part of the go-live of the e-permitting system.</p> <p>In order to do this, Communication & Outreach Division staff are conducting an assessment of the current state of multi-lingual communication efforts throughout the city. This assessment will help identify the most pressing needs and ways to address those. Recommendations to create a sustainable path forward to address long term community needs will come in early 2016. Because there is a lot of work being done in this area already, COD's first step is to assess the existing efforts, both for written and spoken communication, along with an effort to identify the most pressing needs and ways to address those. Staff has met with a community partner, Community Enterprise, to receive input into the questions to be asked in the assessment. Following the assessment, staff will look at creating a citywide task force to examine ways to move ahead with providing greater multi-lingual access to city programs, services and information. This process would involve engaging city employees and specific audiences from our community to create a sustainable path forward to address long-term community needs. Staff is currently meeting individually with the staff who serve as interpreters in the bi-lingual merit program. COD staff is also reaching out to department heads, asking for their help in identifying key staff, who are not in the bi-lingual merit program, to participate in the assessment. Staff anticipates concluding meetings with the city interpreters in January and meeting with specific department staff in the first two weeks of February. The remainder of the month will be used to assess the interviews and draft the full assessment.</p> <p>City Council Outreach - The City Council Outreach Plan calls for, at Council's request, increased inclusive practices at Council community meetings, "The city will provide child care and language interpretation and translation of the meetings and communications about them." To meet this goal, we have begun expanding the multi-lingual communications we do with the City Council's outreach program. In September 2015, City Council hosted the kick-off event of the Sunday hours at the Irving Street Library. At this event, Mayor Pro Tem Alberto Garcia spoke, and Spanish language interpretation of his speech was provided. Just this month, City Council hosted the Jan. 6 South Westminster City Council Community Meeting at the MAC where outreach information was translated in Spanish prior to the event, and Spanish interpretation was provided at the event. City Council welcomed approximately 100 residents and business owners from our south Westminster area to discuss issues relevant to them, their businesses and their families. The city provided refreshments along with child care and Spanish language interpretation at no cost. Automated robo calls, bi-lingual postcards, bi-lingual website announcements and social media outreach helped to spread the word about the event to residents and business owners in the area. This increased outreach, bi-lingual outreach materials and expanded inclusive services to residents who attended contributed to the success of this event. This event allowed us to set a precedent with our residents in providing translated outreach information and interpretation services, and we hope this will help encourage more residents to be engaged with their community and City Council. The interpretation services were utilized by one resident, and the child care was provided to six children. The resident who utilized the interpretation service, provided this comment on her meeting evaluation that underscored her call for interpretation and translation to be provided, "I would like to leave with at least one solution for how the community worries me. I would like for the information to be provided in Spanish. If you are inviting Hispanics that don't speak English, you should provide answers in their own language." [translated from Spanish]</p> <p>Inclusivity Board - On Nov. 9, the City Council approved on second reading the creation of the Westminster Inclusivity Board. The application and recruitment process began at the first of December, which allowed time to revisit an informal request of the Inclusivity Task Force to provide access to the new Board for our mono-lingual Spanish speaking residents. The focus on Spanish speaking residents rather than other languages was due to the data provided in the 2008-2012 American Community Survey, stating that 64% on the mono-lingual population in Westminster speaks Spanish. [The City of Westminster's total population as estimated from the 2008-2012 American Community Survey is 103,194. Approximately 17,068 Westminster residents speak a language other than English at home. Out of the 17,068 who speak a language other than English at home, 3,698 or 22% speak English "not well" or "not at all." When compared to the total Westminster population, only 3.6% of the Westminster residents speak English "not well" or "not at all." Of those Westminster residents who speak English "not well" or "not at all," 64% are Spanish speakers and 30% are Asian/Pacific Island.] To expand access to the new Inclusivity Board, we decided to explore this option in more detail with the support of the City Clerk and General Services Director. Staff knew that if we translated the application to Spanish and had an applicant who spoke only Spanish, we would then need to be prepared to provide translation of all written Board materials (agendas, etc.) as well as interpretation of all spoken communication at each Board meeting. This cost was priced out from two separate translation/ interpretation services and found to be in the range of \$5,000-6,000 for 2016. We then moved forward with both translation of the Inclusivity Board application and the webpage. Staff then spent substantial time and follow-up connecting with community partners to help spread the word. Although we worked to increase the access to the Board for mono-lingual Spanish speakers, we recognize that there may be other barriers to participation (such as being a registered voter). Staff continues to promote the Inclusivity Board.</p> <p>Community Partnerships - Community partnerships have been an essential part of the work COD Staff has done to begin to increase multi-lingual communication from the city. FRESC was a partner early on who helped to identify translation and interpretation services when other services the city had used were not available. Growing Home was instrumental in spreading the word about the City Council community meeting and helping us to engage mono-lingual Spanish speaking residents in a way we had not yet done before with the Council outreach program. Community Enterprise was yet another resource that provided expertise in crafting the multi-lingual communication assessment questions. It is evident that the expertise of our community partners will play a role in our success in increasing multi-lingual communications.</p> | |

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| 14) | Ensure social equity in the amenities we provide. | | PRL/ Jason Genck |
| | ACTION PLAN: Staff is utilizing many resources to meet this action, including the National Recreation and Park Association's work with social equity and the "Library Bill of Rights." Staff is examining how to better align front line resources to serve diverse and expanding populations of all ethnicities. Staff will return to City Council with specific proposed actions in future strategic plan status updates. One current action is to offer Sunday hours at Irving Street Library. | STATUS: PR&L has addressed City Council's request for Sunday hours at Irving Street with expanded hours commencing on September 13, 2015. The Recreation Division launched Spanish Swim Lessons beginning January of 2016. This program has been very successful with full registration and interest throughout our region. The Recreation Division will be expanding our summer lunch program to three sites for the Summer of 2016 to include the Swim & Fitness Center, City Park Recreation Center, and Countryside Pool. PRL streamlined the youth scholarship program and added a multi-language form. PRL continues to offer more free opportunities for people to participate in programs and services. | |
| 15) | Consider the recommendations of the Inclusivity Task Force regarding the creation and structure of an Inclusivity Board or Commission. | | CMO/ Joe Reid |
| | ACTION PLAN: The Inclusivity Task Force (ITF) will make recommendations to City Council in fall 2015. The new Communications & Outreach Coordinator will serve as Staff liaison for the task force and whatever board or commission results from the task force recommendations. | STATUS: Inclusivity Task Force recommendation was submitted to Council in October 2015. In response, Council created a new Inclusivity Board. Recruitment for board members is currently underway. The new Board should be operational by spring of 2016. | |
| OBJECTIVE: Lead the development of cultural opportunities in Westminster. | | | |
| 16) | Develop strategic partnerships to advance cultural program and event opportunities throughout Westminster; focus on 4-5 high-impact events. | | PRL/ Ryan Hegreiness |
| | ACTION PLAN: Staff will develop a robust special events program for 2016, including a review of whether to focus on multiple high impact events or to focus on a lesser number with more resources. More events will require a greater spread of limited resources. In a saturated special event market in the metropolitan region, more events can also diffuse overall effectiveness from a competitive standpoint. Partnerships are key to the success for these events. | <p>STATUS: PRL Staff partnered with the South Westminster Artist Group (SWAG) to promote and support the Orchard Festival in September. In addition, the Orchard Festival was selected as this year's Citywide Management Team Community Service project and approximately 70 Department Heads, Division Managers and other management staff from throughout the organization volunteered in some capacity. The City supported relocation of the Denver Gorilla Run 5K to Westminster on November 14; between 500-600 gorillas and bananas ran through Westminster's parks and open space.</p> <p>City Council approved an additional 0.4 FTE to be added to a vacant 0.6 FTE position to create a full-time Recreation Specialist to focus on Special Events in 2016. Council also approved \$100,000 to support the growth of special events and to deliver two new "high-impact" events within the year. The full-time position has been filled and PRL is in the planning phases for 2016. The department will be expanding the summer movie in the park series and concert series in 2016 and will continue to improve upon existing major city events such as July 4 and West Fest. Brew Fest is one event that staff expect to evolve into a much larger event over the next few years, ultimately taking place in Downtown Westminster. The City will increase support to events such as the Orchard Festival, Jazz Festival, Gorilla Run and Hard as Nails in an effort to help these grow into higher-impact events with a greater draw. One new event in 2016 will be the relocation of Pallet Fest from Denver to Westminster. This two-day sustainability event will attract 5,000 to 10,000 people and will feature artists from numerous states. This event will occur at City Park in 2016 but may relocate to Downtown Westminster in the coming years. A second new event that is in the planning phases is a Latin Festival that will take place in South Westminster. Staff are also working on a major celebration for the grand opening of Westminster Station. The PRL department continues to evaluate new event ideas and expects to add additional major events in the coming years.</p> <p>Community Development is working with SWAG in terms of providing a no cost lease on the Rodeo Market, Theatre and now the studio spaces on Bradburn as well as financial support to pay utilities on these buildings. We also recently worked with the Historic Westminster Art District group headed by Becky Silver, owner of Aar River Gallery, to install the colorful arts district signage. Staff has also facilitated the sale of one of the newly installed sculptures in the Sculpture on 73rd Ave project to one of our commercial projects, which will use the art piece to fulfill the City's public art dedication requirement. SWAG will get a 20% commission from the sale of piece which will further help to support the organization.</p> | |

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| OBJECTIVE: Identify the distinct neighborhoods of Westminster and help them begin to work together, as neighbors, to grow the sense of place and community in their neighborhoods. | | | |
| 17) | Complete St. Anthony North Hospital (84th Avenue) EMS impact analysis and ongoing EMS service delivery impacts. | <p>STATUS: Fire Department Staff continue to work with St. Anthony's and other area hospitals to identify ways to better serve residents and keep medical units in service as much as possible. On March 3, 2015, the Level III Trauma services provided at 2551 W. 84th Avenue, formerly known as St. Anthony North Hospital, were relocated to the St. Anthony North Health Campus at 14300 Orchard Parkway. In that relocation, the emergency room at 2551 84th Avenue, now known as the 84th Avenue Neighborhood Health Center, was downgraded to a Level IV Trauma center. Due to the aforementioned changes, fewer patients have been transported to the 84th Avenue facility, and patients requiring Level III services or higher are required to be transported further distances. A Level IV Trauma Center has demonstrated an ability to provide advanced trauma life support (ATLS) prior to transfer of patients to a higher level trauma center; it provides evaluation, stabilization, and diagnostic capabilities for injured patients. The St. Anthony North Health Campus at 14300 Orchard Parkway is the only Level III Trauma facility in the City of Westminster. This facility is in the most northern part of the City of Westminster and is a considerable distance from the Fire Department's busiest districts. A Level III Trauma Center has demonstrated an ability to provide prompt assessment, resuscitation, surgery, intensive care and stabilization of injured patients and emergency operations.</p> <p>Impact on Transport Destinations & Transport Duration:</p> <ul style="list-style-type: none"> • In 2013, the Fire Department transported 64% (3,189) of their patients to the 84th Avenue facility. • In 2014, the Fire Department transported 60% (3,213) of their patients to the 84th Avenue facility. • As of December 15, 2015, only 30% of the patients transported by the Fire Department in 2015 were transported to the 84th Avenue facility. • As of December 15, 2015, the Fire Department has transported 1,597 patients to the 84th Avenue facility, and only 930 of those patients were transported there after the relocation of the Level III Trauma services on March 3, 2015. <p>Impact on Transport Times:</p> <p>Due to the relocation of trauma services, transporting a patient to a Level III Trauma facility within the City of Westminster has increased the transportation time for multiple Fire Districts, specifically Districts 1, 2, and 3. The increase in transportation time for Districts 1, 2, and 3 are as follows:</p> <ul style="list-style-type: none"> • District 1 – Transport time increased by 13 minutes • District 2 - Transport time increased by 8 minutes • District 3 – Transport time increased by 11 minutes <p>Due to the relocation of trauma services, many patients are transported to Level III Trauma facilities located outside of the City of Westminster. In some instances, transporting to a Level III Trauma facility located outside of the City of Westminster provides a shorter transport time. Transporting patients outside of the City of Westminster extends out-of-service time as transporting units are not immediately available for subsequent service requests after patient delivery.</p> <p>The addition of multiple free-standing emergency departments (FSED) in the City of Westminster has not offset the negative impact created by St. Anthony's relocation of trauma services. The Denver Metropolitan Prehospital Protocols designates the 84th Avenue Neighborhood Health Center as a FSED. The Church Ranch Neighborhood Health Center and the 84th Avenue Neighborhood Health Center are the only FSEDs in the City of Westminster that are Level IV Trauma facilities. The remaining FSEDs in the City of Westminster do not have any trauma designation. A patient requiring Level III services or higher cannot be transported to the 84th Avenue facility or any other FSED. In 2015, the Fire Department transported 29% (1,595) of their patients to free-standing emergency departments.</p> <p>Staff continues to monitor the impact of St. Anthony's relocation of services, and is continually evaluating alternatives to ensure high quality care for patients.</p> | FD/Erik Birk |
| 18) | Decide public policy on chicken and bees in Westminster. | <p>ACTION PLAN: Proposed regulations were reviewed and approved by City Council on July 27 and August 10. Implementation of permitting planned for 90 days after ordinance adoption.</p> <p>STATUS: Proposed ordinance changes regarding chicken and bee husbandry was approved on second reading on August 10, 2015. The new ordinance became effective November 8, 2015. Currently there are 13 Permits issued (all for chickens, none for bees) and 2 documented violations. It takes an average of 25 minutes for the Animal Management Supervisor to process a permit. Staff will continue to monitor the impact on Animal Management's workload now that the changes are in effect and report back to Council as appropriate.</p> | CD/ Grant Penland |
| GOAL: Beautiful, Desirable, Safe and Environmentally Responsible City | | | |
| OBJECTIVE: Make a Citywide commitment to sustainability. | | | |
| 19) | Complete and promote the City Hall geothermal and landscape project. | <p>ACTION PLAN: The geothermal project is on track and will commence in June 2015. Completion date is anticipated for December 2015. Contracts are approved and a communication strategy is in place. Direction on the landscaping/courtyard project scope was needed from City Council.</p> <p>STATUS: The geothermal project is complete. Staff provided a presentation to the Environmental Advisory Board in June 2015. Based on City Council direction at the July 20 Study Session, the north lawn area will be returned to the existing grass lawn upon completion of the geothermal project. The grass will likely be re-installed in spring 2016; the courtyard project will proceed with the refined scope but improved accessibility, parking and key geothermal heated paths/sidewalks.</p> | GS/Tom Ochtera geothermal and PRL/Jerry Magnetti landscape |

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| 20) | Use energy efficiently, conserve resources and educate citizens as to ways they can also support sustainable natural resources behaviors. | | GS/ Tom Ochtera energy/ resource conservation and GS/ Nick Butel & EAB citizen education |
| | <p>ACTION PLAN: There are numerous examples of the City working to fulfill this action. The Environmental Advisory Board (EAB) and Staff continue efforts to educate the public on recycling, composting, what to do with hard-to-recycle items and other environmentally sustainable behaviors through educational booths with free giveaways at public events like the Community Pride Day BBQ, Westy Fest and Earth Day/Arbor Day events. With Zonar GPS technology, Staff is reducing idling of City vehicles, which can unnecessarily consume fuel. More data will be shared with City Council through future strategic plan status updates. The City recently placed into service its first electric vehicle and charging station. In addition, the City added its 25th Prius hybrid to the fleet in 2015. The City continues to implement energy conservation measures identified in the Ameresco preliminary Technical Energy Audit. Staff is retrofitting lighting at recreation centers and fire stations with efficient LED technology. Staff continues educating and utilizing Life Cycle Cost Analysis on all relevant capital projects to inform decision-making and to ensure resource considerations. At the RTD Parking garage in South Westminster, the City will install infrastructure for future Solar PV and electric car recharging stations. The City also continues to offer numerous water conservation programs to residents and businesses.</p> | <p>STATUS: This is an ongoing effort. Tom Ochtera presented the 2015 Comprehensive Energy Report to City Council on December 21. Several presentations for the Environmental Advisory Board have been scheduled for 2016.</p> <p>In PWU, the Utilities Planning and Engineering Division operating budget includes water conservation programs such as the annual Children's Water Festival and the water leak notification program. These are ongoing programs.</p> <p>GS/HR - Risk: The EAB and the Green Team each had a booth at Westy Fest. These booths educated the public about; curbside recycling, composting, PaintCare.org, household hazardous waste, energy savings, waste reduction, storm water quality, and City operations that are conserving natural resources. The EAB taught Girl Scout troops about community recycling in Westminster, composting, energy savings, and water conservation. Staff continues to work with the EAB on ways to improve outreach and education in the community. Staff will be bringing back an update and overview of the recycling program to the EAB at their January 27 meeting in preparation for a discussion with City Council at the end of February. [As Council may recall, partial funding is appropriated in the Capital Improvement Program to construct the first phase of a centralized recycling drop off location, which would replace the current four locations. Construction was delayed due to road construction in the area.]</p> <p>PR&L: On January 23, 2016, staff worked with the Westminster Legacy Foundation to help identify their signature project, which was identified as an education campaign to inform citizens on ways to support sustainable natural resources behaviors. This will be the foundation's key area of focus for the foreseeable future. Specific project updates will be provided to Council. In addition, PR&L is currently researching expansion of the xeriscape display garden program to provide new opportunities to educate citizens on water conservation and gardening. Several city departments will be collaborating to provide a robust Earth Day Celebration, with several education programs kicking off on April 22.</p> | |
| OBJECTIVE: Promote ongoing excellent management and maintenance of the City's parks and open space system. | | | |
| 21) | Complete Phase One of the Little Dry Creek Park Master Plan and start to create a vibrant park identity through beautification of the new TOD and surrounding neighborhood. | | PRL/ Nicole Ankeney |
| | <p>ACTION PLAN: City Council approved funding (\$1,258,000) for Phase One of the Little Dry Creek Master Plan as part of the mid-year 2016 Budget amendment. A consultant will be hired to provide schematic design, construction cost estimates, a phasing plan and construction documents. Construction of Phase One is anticipated for 2016/2017.</p> | <p>STATUS: Staff is reviewing options for hiring a consultant to provide schematic design, construction cost estimates, a phasing plan and construction document, which will go to Council in 2016. PRL staff is coordinating with CD on the Creekside Drive project, Little Dry Creek drainage project, site grading and Westminster Station in preparation for the station opening in the summer of 2016.</p> | |
| 22) | Develop and implement Open Space Stewardship Plan. | | PRL/ Lance Johnson & Rod Larsen |
| | <p>ACTION PLAN: The Open Space Stewardship Plan has been developed and is now being implemented. City Council authorized additional funding through the mid-year 2016 Budget amendment to implement the Open Space Stewardship Plan priorities for the next 18-months, which are as follows:</p> <ol style="list-style-type: none"> 1. Creating the foundation for a long-term successful open space division; 2. Enhanced trail connectivity with improved wayfinding; 3. Activation of trails; 4. Development of more nature-based programming; 5. Continued implementation of trail improvements; 6. Stronger connection to city-wide stewardship community efforts through marketing and outreach; 7. Enhanced open space and natural area weed management and beautification; 8. Increased tree management and increased tree plantings in ROW, parks, etc. (citywide tree beautification); 9. Finalize and develop phasing strategy for the Standley Lake Master Plan; 10. Grow volunteer program and opportunities; 11. Facilitate Community Gardens; 12. Increased management of existing natural resources (protect from encroachment, etc.); and 13. Stabilize the Metzger Building | <p>STATUS: This effort is funded in the CIP and reflected in previously approved increases to POST Staffing and Budget. Efforts are already underway to begin activating portions the City's open space areas. Additional staff previously authorized for the 2016 Budget will also allow for greater emphasis on open space stewardship. An increase in funding in the mid-year 2016 CIP amendment to the Trail Development & Connectivity will assist with connections/acquisitions, signage, and trail development called for in the Open Space Stewardship Plan. Staff is working with HR to get these positions recruited and filled as the new Open Space Division moves forward with the stewardship plan.</p> | |
| OBJECTIVE: Provide opportunities for residents, visitors and employees to improve their personal wellness – physically, emotionally and intellectually. | | | |
| 23) | Establish specific recreation center, park, open space, golf and library usage growth strategies. | | PRL/ Ryan Hegreness |
| | <p>ACTION PLAN: Several key master planning efforts are underway through 2016 (primarily Standley Lake and Libraries). The Open Space Stewardship Plan was recently completed and is being implemented. These plans will provide strategies for these specific project sites.</p> | <p>STATUS: The Standley Lake and Libraries Master Plans are almost complete. The City Park Master Plan is currently on hold to allow the City to focus its resources on other master planning and capital efforts. Growth strategies continue to be developed and pursued as it relates to recreation centers, parks, open space, golf and library usage.</p> | |

| GOAL: Dynamic, Diverse Economy | | |
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| OBJECTIVE: Develop an economic development strategy that contributes to City vision attainment and is executed through collaborative work between the City of Westminster, the business community, residents and other partners of Westminster. | | |
| 24) | Complete a Framework Plan for South Westminster to compliment efforts for the Specific Plans for Westminster Station area transit-oriented development (TOD) and Harris Park to maximize TOD and encourage innovative uses by the end of 2017. | CD/ Donald Buaku |
| | <p>ACTION PLAN: A Specific Plan for the Westminster Station area is underway that will include community outreach and engagement efforts. A Specific Plan for Harris Park will follow with significant community outreach, which is anticipated to include multiple rounds of outreach and a variety of methods. As part of this effort, Staff will encourage protection of existing businesses and provide input on the attraction of new business to the area. Staff is also analyzing potential financing structures and approaches.</p> <p>STATUS: Work and outreach for the TOD Specific Plan continues with completion anticipated in mid-2016. Work for the Harris Park Specific Plan is delayed pending the hiring of a new Principal Planner of Urban Design (anticipated Q1 2016). Anticipated completion of the Harris Park Specific Plan is Q4 2016. Work on the framework plan for South Westminster is also delayed from mid-2016 to late-2016 with estimated completion in 2017.</p> | |
| 25) | Support economic resilience through a business attraction and retention strategy focusing on primary jobs; and supporting innovative initiatives and social entrepreneurs; conduct an audit on small businesses and grow small businesses through incubation. | CMO/ Christopher Gray/ John Hall |
| | <p>ACTION PLAN: Staff continues efforts to attract business accelerators and collaborative work spaces. Staff will network with commercial real estate brokers and developers to promote key industries and the need for additional commercial space. Staff will provide training and networking for existing businesses to encourage growth while continuing business retention efforts to encourage existing businesses to stay and grow.</p> <p>Concerning the Small Business Audit: Staff will schedule this item for an upcoming Study Session. In concert with this discussion, Staff proposes to continue TechConnects to nurture and grow technology companies in the City. Staff will also plan to work to facilitate co-ops, co-working spaces and shared office space. Staff will continue to enhance the City's existing business service program and serve as internal advocate for existing businesses. Staff could conduct an audit for small businesses.</p> <p>STATUS: Economic resilience primary involves the development of a diverse and sustainable local economy. Diversity in not only the types of industries and businesses in the City, but their size, age and function. In addition, by developing local industry clusters, the City has the opportunity to develop a self-reinforcing economic system that is sustainable over time.</p> <p>Key elements related to this goal include:</p> <ul style="list-style-type: none"> - The Economic Development Division is working closely with COD to align economic development marketing efforts with city-wide efforts by both participating in the development of a marketing/branding RFP (now out for bid), and by participating in the recruitment/interviewing of candidates for the Parks Recreations and Libraries Marketing Supervisor position. Economic Development anticipates working as part of a cross-functional team to continue to address this objective. - The development and implementation of a robust, pro-active, business-to-business marketing strategy currently being addressed as a part of divisional efforts in conjunction with COD, through the hiring of a new marketing position within the division (position authorized and funded for 2016), and will include contract consulting services. - Work on an audit of small business issues and identification of potential City responses will commence during Q1 of 2016. - Foster new business growth, innovation and development is being addressed through both the recruitment of new business co-working, collaborative, and innovation space; and through direct interaction with existing Westminster businesses engaged in innovation and growth. The Da Vinci Institute recently opened a 14,000 square foot collaborative office space in Westminster and the City has executed a letter of intent for an additional 100,000 square feet of collaborative space as a part of Downtown Westminster. Staff has also been in discussions with two existing major technology employers and an innovation entrepreneur about the possibility of additional innovation facilities in the City. - Developer recruitment for the Westminster Station/TOD area (please see action item #29). <p>CD staff are supporting Economic Development outreach efforts by meeting with prospective developers and business owners and providing development-related information. Staff will also be working with ED to develop a small business guide to development as part of launching the e-permitting system.</p> | |
| 26) | Implement Community Development service enhancement (audit) recommendations and best practices in the Building Division. | CD/ John Carpenter |
| | <p>ACTION PLAN: Pre-Application Process Modification - Integrate pre-submittal meeting into overall process update and roll-out, including updates to the website, applications, materials, and checklists to inform applicants of pre-submittal meeting requirements. Integrate pre-submittal process into the multi-lingual development guide provided to prospective developers. Create web-based scheduling and/or meeting request for pre-submittal meetings. Integrate pre-submittal meeting into the multi-lingual development guide.</p> <p>STATUS: Coordination among all development review stakeholders has begun in order to identify changes required to implement pre-application step in development review process. Changes will be integrated with electronic permitting system and rolled out as part of total make-over of development review process in 2016.</p> | |
| | <p>ACTION PLAN: Development Guides - Create multi-lingual development guide language. RFP and hire consultant(s) to ensure that the language and guide are appropriate for the audiences. Update the website to include guide(s). The multi-lingual development guide(s) recommended to be developed above will form the foundation for the creation of a joint Economic Development and Community Development guide. This guide will contain much of the same information as the multi-lingual development guide(s), but will be directed towards the small-business owner.</p> <p>STATUS: This item will be implemented as part of the broader improvements called for by the audit. A consultant (layout/graphic design and translator) will be hired in the 1st quarter of 2016. The guide will be published as part of comprehensive changes to development review process in 2016. Funds were allocated with the mid-year 2016 Budget amendment to create the multi-lingual development guide, which will be developed once process changes are finalized and implemented.</p> | |
| | <p>ACTION PLAN: Reporting - Provide quarterly report of performance, including posting on website.</p> <p>STATUS: Quarterly online reporting has been implemented. More detailed and frequent reporting will be available as part of the implementation of the electronic permitting system in 2016.</p> | |
| | <p>ACTION PLAN: Reduced Timeframes - Staff is working on significant modifications to the review process to reduce it from a total of 20 weeks (2 Concepts = 10 weeks + 2 Technical = 10 weeks) to 9-12 weeks (Pre-Submittal conference with the Principal Planner followed by a Pre-Application submittal and review = 3 weeks + 2-3 Technical reviews = 6 to 9 weeks).</p> <p>STATUS: New planning (development review) staff authorized by City Council mid-year 2015 started in the 4th quarter of 2015. Reduced time frames are dependent upon implementation of the e-permitting system.</p> | |
| | <p>ACTION PLAN: Minor ODP Process - New thresholds for minor ODP amendments will be established to allow review times of 1 week or less for minor changes.</p> <p>STATUS: This item will be implemented as part of the audit recommendation in 2016.</p> | |

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| | ACTION PLAN: E-Permitting - The implementation of an e-Permitting system will accomplish many of the concerns identified in the audit, such as increasing transparency, reducing review times, and tracking/publishing review timeframes. An e-permitting system will also reduce the amount of administration tasks required by the case planner and allow more time for project review, applicant communication, and outreach. | STATUS: Bids were received on 8/3/15, and after a rigorous review and interview process, Council approved the contract with TRACKiT by SunGuard to City Council in December 2015. Anticipate implementation of the new Department-wide software/e-permitting in Q3/Q4 2016 (\$600,000 in 2014 carryover appropriated in 2015); ongoing maintenance/license costs anticipated for 2017 (approximately \$75,000/year estimated). | |
| | ACTION PLAN: Building Division Best Practices - In addition to the things specifically mentioned in the audit of the development review process, items to be implemented as Best Practices for the Building Division include: <ul style="list-style-type: none"> • Expanding the use of the WEB and online capabilities to include plan submittals, online permit issuance and electronic plan review (included within scope of electronic permitting system implementation) • Continued and ongoing staff training • Adequate staffing with the flexibility to address upward and downward swings in development activity levels Procedural items that can be implemented or continued as Best Practices for the Building Division include: <ul style="list-style-type: none"> • Establishing and publishing fees and timelines • Continuous process analysis • Ongoing customer service surveys | STATUS: Best practices implemented throughout the remainder of 2015 and into 2016. Implementation of a department-wide electronic permitting system (identified as separate action item above) will support the achievement of best practices, including online permitting and transparent fees and timelines. The new staff positions authorized by City Council mid-year 2015 have been filled, helping to provide enhanced customer service to our customers. As part of the mid-year 2016 Budget amendment, City Council approved funding for additional contract plan review services to help provide enhanced service without adding plan review staff. | |
| 27) | Recruit and open unique, local restaurants, starting with at least three in the next 18 months; target at least one in South Westminster in the 73rd Avenue/Arts District area. | | CMO/ John Hall |
| | ACTION PLAN: Staff will work to attract unique, local restaurant by identifying available vacant restaurants, consolidate demographic real estate and other focused marketing materials for restaurant recruitment, develop a focused strategy for the 73rd Avenue area and work with a retail/restaurant consultant to market properties. | STATUS: Recruitment of new local, unique restaurants involves a number of activities. First, an inventory of existing locally owned-restaurants was completed April 2015 and included in the April/May City Edition. Next steps include the following: <ul style="list-style-type: none"> - Identification of market niches not currently served in the City - Identification of potential restaurateurs - Identification of potential buildings and locations - Work with a restaurant broker/consultant to identify specific opportunities and recruitment strategies - Identification of potential actions the City could take to attract, and facilitate the opening of, these restaurants over the next 18 months - Unique, local restaurants and retailers integrated into Downtown Westminster retail strategy - Staff is currently working with owner of recently vacated retail space on 73rd Avenue to accommodate a locally owned coffee shop | |
| 28) | Relentlessly pursue the development of Downtown Westminster, consistent with the vision of the project. | | CMO/ Jody Andrews |
| | ACTION PLAN: Staff is in the process of developing and implementing a strategy for block-by-block development approach. Staff is also analyzing financial feasibility and financing structures. Staff will coordinate infrastructure activities with a particular focus on water and wastewater needs. | STATUS: City affirmed vision for Downtown Westminster. The City issued certificates of participation and approved construction with Hammerlund Construction for \$13 million for phase one infrastructure; construction is underway. City is pursuing a financial plan with block-by-block development approach. City Council authorized additional staffing specific to the Downtown Westminster project with the mid-year 2016 Budget amendment; this staff is anticipated to staff in early January 2016. PRL is currently finalizing the master plans for three major parks in the downtown as well as the streetscape. | |
| 29) | Construct Westminster Station and develop TOD area and recruit developers. | | CD/John Burke construct station and CMO/John Hall recruit developers |
| | ACTION PLAN: Westminster Station infrastructure projects are all on a critical path deadline toward completion prior to the RTD Revenue Date (anticipated mid-2016). These projects include the Little Dry Creek grading project, the parking structure, bus transfer facility, Westminster Station Drive, Hooker Street, Grove Street, Creekside Drive, CDOT's Federal Boulevard bridge replacement, Denver Transit Partners construction of the Station Platform, RTD's installation of security cameras, hiring a parking operations and management company to manage the parking structure and various demolitions including the western building acquired from Nolan's RV and the four single family residential homes on Lowell Boulevard for the construction of Creekside Drive. Related to the recruitment of developers, Economic Development is engaged in promoting this area. | STATUS: Ground breaking for parking structure was held on August 5 celebrating not only that major milestone but all of the construction activities in the area making commuter rail a reality in 2016. Westminster Station Drive, North Plaza Infrastructure project, Grove Street, Parking Structure, Little Dry Creek drainage, 165-foot pedestrian bridge and Creekside Drive are all scheduled for completion by the end of July 2016. CDOT's Federal Boulevard bridge replacement project, however, is behind schedule and will likely not be completed until February 2017; Staff continues to keep RTD apprised of this challenge. Drainage way maintenance will commence 2016; funds to cover costs (irrigation, maintenance) for part of the year was appropriated in the mid-year 2016 Budget amendment in PRL's operating budget. Economic Development staff worked closely with Community Development staff during the second half of 2015 to: <ul style="list-style-type: none"> - Develop a list of potential developers - Meet with potential developers - Develop preliminary marketing materials - Develop an RFP for developer recruitment - Sponsor the NAIOP Rocky Mountain Real Estate Challenge for a site in the South Westminster TOD area PRL will be moving forward to complete the park master plan for the TOD site as well as completing initial phases of park development in 2016. Community Development continues to work with RTD and CDOT related to improvements in the Station area. CDOT is experiencing significant delays in their reconstruction of the Federal Boulevard Bridge. This is important to the Station and RTD as the traffic signal at Federal Blvd and Westminster Station Drive will not be operational on commuter rail opening day as originally intended. We continue to work to support CDOT and keep RTD informed, working to mitigate the impacts as much as possible. | |

| GOAL: Financially Sustainable Government Providing Excellence in City Services | | |
|---|---|---|
| OBJECTIVE: Develop and maintain comprehensive municipal capital infrastructure master plan and financing strategy. | | |
| 30) | Assess the following major infrastructure categories and develop funding / implementation strategies: municipal court, municipal government buildings, utilities, recreation, golf, streets, parks, open space, police, fire and technology. | CMO/Jody Andrews |
| | <p>ACTION PLAN: Staff is working to identify and prioritize long term capital needs and develop financing options. Parallel to these efforts, Building Operations and Maintenance Staff will continue ongoing efforts to assess and document existing conditions and future needs of City facilities, including the utilization of a new computerized maintenance management system being implemented. Street Operations Staff, through its pavement management program, has identified a performance target of providing a maintenance treatment to 10% of the City's roadways annually (to maintain an average pavement condition rating at a "good" level for at least 65% of all roadways in the City). Due to escalating road material costs, Staff will perform additional analysis. The Facilities CIP and Operations Manager (Building Operations & Maintenance) will be involved in this citywide facilities assessment and planning effort. Separately, a consulting contract will be required to complete space requirements document for Courthouse and other city space needs, including City Hall, the Public Safety Center and the Municipal Service Center for a more comprehensive approach to space needs in the larger administrative facilities.</p> | <p>STATUS: Background work to prepare a strategy for municipal infrastructure master plan and financial strategy are underway.</p> <p>BO&M Staff issued a request for proposals for a consultant to complete a facility needs assessment for the Municipal Court, Public Safety Center, Municipal Service Center and City Hall; \$75,000 was appropriated from 2014 carryover. Anderson Hallas was selected to complete this assessment and have commenced interviews and site tours at facilities noted. Staff expects new court facility cost estimate and space use assessment in 2nd qtr. 2016. The Council Chamber renovation project was reviewed with City Council in December 2015 on design direction; construction drawings will follow. Anderson Hallas is the consultant on both the facility needs assessment and the Council Chamber renovation project; they are taking the additional information gained through the space study into consideration as they finalize construction drawings for the Chambers.</p> <p>BO&M is facilitating the City Hall security assessment as well. The contractor to complete the City Hall security assessment was selected and will start security assessment in February 2016.</p> <p>BO&M is working with consultant, CMMS contractor and internal staff team on implementation of Maintenance Connection, with expected 2nd qtr. 2016 implementation of Phase 1.</p> <p>City Council appropriated additional funds in the mid-year 2016 Budget amendment for the maintenance of streets added in 2015 (and those anticipated to be completed in 2016), and to address anticipated material cost increases. Analysis of the street rehabilitation revenue requirements and existing funding sources will be completed by staff in advance of the 2017/2018 budget process.</p> |
| OBJECTIVE: Promote the organizational culture of Service, Pride, Integrity, Responsibility, Innovation and Teamwork. | | |
| 31) | Address recent public safety concerns of Colorado Firefighter Safety Act and impacts of national events on the Westminster Police Department, through ongoing, open communication. | FD/Doug Hall and PD/Lee Birk |
| | <p>ACTION PLAN: In regards to the recent public safety concerns of the Colorado Firefighter safety Act, increased communication underway. The City Manager and the Fire Chief have meetings with most of the fire station crews across all three shifts, as well as with Union leadership, to hear the concerns. Fire Department leadership is working on additional communication strategies designed to further identify these issues and to identify feasible solutions.</p> | <p>STATUS: Staff is still evaluating the long-range impacts of the Firefighter Safety Act. In the short term, command staff is working closely with firefighters to address safety concerns. Additional communication strategies have been implemented that include distributing meeting minutes from Staff Meetings, Supervisory Team Meetings and Fire Department Retreats. City Council appropriated funding (\$112,000) to implement a two year program to purchase the second set of bunker gear beginning in 2016 through the mid-year 2016 Budget amendment. Additional overtime funds were also appropriated (\$60,000) to the 2016 FD Operating budget to help assure staffing of the 5th Medic Unit that promotes both firefighter safety and enhanced EMS delivery for the community.</p> |
| | <p>ACTION PLAN: In regards to recent public safety concerns and impacts of national events on the Westminster Police Department, Staff is committed to ongoing, open communication and active engagement with employees, community and elected officials. Staff is seeking and cultivating opportunities for community interaction, involvement and support through special events, programs, and community outreach (i.e. Citizen's Police Academy, Citizen's Academy Alumni Association, Santa COPs, National Night Out, Senior Crime Safety Classes, Community Initiated Recognitions, etc.).</p> | <p>STATUS: The Police Department (PD) continues to address public safety concerns and is committed to open communication, transparency and active engagement with employees, community and elected officials.</p> <p>As previously reported, the PD is an active participant of National Night Out, which was held on August 4th; the PD partnered with Target for this annual event. There were a total of 28 block parties with approximately 1,000 in attendance, providing a great opportunity to interact with the citizens of Westminster in a fun and informal way.</p> <p>The PD successfully sponsored the Santa COPs Program. There were a total of 120 kids (45 families) sponsored. Santa COPs provided each child with a coat, pair of shoes, an outfit, and a few toys to open on Christmas day. In addition to the gifts, a holiday turkey dinner was provided to each family. Funding for the program comes from a variety of places. Some of the kids were sponsored through the KYGO Christmas Crusade for Kids, local businesses or individuals who want to "adopt a family." The Fire Department also had a toy drive, Toys R Us donated gift cards towards the purchase of toys, PD received a grant from Target for the purchase of clothing and toys and the Citizens Academy Alumni Association had a number of fundraisers throughout the year to assist with needed purchases.</p> <p>The nominations to sponsor a child through the Santa COPs Program came from Officers, Victim Advocates, Hope House, and relationships built with Adams County Housing Authority and local elementary school counselors. All of the families were going through financial difficulties and several had some very touching stories. Come wrapping day, we had over a thousand presents that were wrapped. There were volunteers from the PD, FD, Citizens Academy Alumni Association, City Council, and a number of other City employees from Parks, Recreation and Libraries, Finance, Community Development, General Services, Public Works and Utilities and City Manager Office. We were able to finish wrapping in a little over two hours. The Officers delivered the presents the week of Christmas, so the children were able to have a memorable and positive interaction with Police Officers.</p> <p>On September 26, 2015, the PD sponsored a very successful Drug Enforcement Administration (DEA) Drug Takeback of unused prescription drugs. There were a total of 16 bags weighing 380 pounds collected.</p> <p>In 2015, the PD conducted two Citizen Academies. These academies run 13 weeks and trained 39 citizens. A new Citizen Academy commences January 27, 2016.</p> <p>The accelerated replacement of Tasers as well as the replacement patrol vehicles (upsized from sedans to SUVs) were concerns for PD staff but addressed through the City Council appropriation of funds in the mid-year 2016 Budget amendment.</p> |

| Action Plan - anticipated actions through December 2016 | | Status Update as of 1/28/2016 | Department/ Staff Lead |
|--|--|--|---|
| 32) | Enhance programs to support all employees. | | CMO/Steve Smithers/All Depts. and GS/Debbie Mitchell |
| | ACTION PLAN: Develop a staff report that details current efforts Citywide and on a department basis and deliver to City Council. Staff will seek City Council input for future efforts. In the interim, Staff is working on programs related to safety, skill development, cross-training, succession management and total compensation. (anticipate utilizing existing resources) | STATUS: Staff is developing a Staff Report detailing current efforts in this area (i.e., programs that support all employees). An additional option was added for retirees to use The Center for Healthy Living as an add on to an insurance package purchased outside the City's plan. This would allow retirees to continue the use of our clinic by purchasing an annual membership along with minimal office and prescription fees. Staff would like to conduct the City Wide Employee Opinion Survey again in 2017. This survey allows HR staff to get a "pulse" on the organization, and provides invaluable feedback to help identify and address organization wide, department and division concerns | |
| 33) | Continue to develop employees' understanding of the SPIRIT values through training programs and leadership at all levels. | | GS/ Lisa Chrisman |
| | ACTION PLAN: The SPIRIT values are central to all of the City's training classes and programs. The Citywide recognition program is built around SPIRIT, as are coaching and facilitation efforts. The City's hiring, onboarding and appraisal processes have SPIRIT values formalized into them. | STATUS: Staff continues to support this strategic plan item through onboarding efforts and an extensive training program, with internal and external offerings. The City's employee recognition program enhances employees' understanding of SPIRIT values by appreciating employees for their contributions to the organization. The Teams in Action award, City Manager's Choice Award, SPIRIT Award, and Customer Service Champion Award all specifically recognize employees for demonstrating one or more of the City's SPIRIT values. Employee recognition events have high participation and reach all levels in the organization. The SPIRIT values are central to all Employee Development and Training efforts. This includes classes offered through the Key Foundations program, the Leadership Development Certification, the Supervisor Academy, Manager/Executive leadership development opportunities and any course offered through the EDT program. SPIRIT values are integrated into all course materials and instructors are "on-boarded" prior to teaching any class in the organization, so that they are fully aware of our culture and expectations. The SPIRIT values are also central to all coaching and facilitation efforts, with most sessions focusing on teambuilding, service delivery and personal responsibility. | |
| OBJECTIVE: City Manager will develop an annual program of specific department business process improvement reviews. | | | |
| 34) | City staff will develop a long-term financial sustainability plan. | | CMO/ Steve Smithers/ Jody Andrews/ Barbara Opie and Finance/ Tammy Hitchens |
| | ACTION PLAN: Taking into consideration data that is generated in the infrastructure assessment (#30), develop a model emphasizing ongoing operations, capital replacement, reserves and debt management. The infrastructure assessment will need to be completed in order for this item to proceed. | STATUS: Funds approved in the mid-year 2016 Budget amendment will assist Staff in better analyzing the status of current facilities (\$100,000 CIP funding in action item #30 above for BO&M Facilities Assessment) to allow for more aligned budgeting for future facility requirements and avoid emergency repairs that could limit or prevent use of any facility. As the information is gathered through BO&M's efforts, Staff is working on overall strategy and identification of issues related to long term financial sustainability. | |
| 35) | Analyze Fire/EMS alternative service delivery. | | FD/Doug Hall |
| | ACTION PLAN: Staff continues to proactively analyze various Fire/EMS service delivery options. Examples include "tiered response," which will better utilize the appropriate personnel and vehicle response for the particular situations, providing for a more efficient use of resources, as well as reduce risk by sending less apparatus to specific calls. Automatic vehicle locating (AVL) technology is about to be activated so that the closest appropriate fire unit will be sent to emergencies. Additional service delivery approaches that can be examined in the future include "community paramedicine" programs, "quick" cars, community risk reduction efforts, addressing people who frequently abuse the 9-1-1 system, and managing calls at assisted living and nursing home facilities. | STATUS: Both "tiered response" and automatic vehicle locating (AVL) were activated June 7th. Tiered response is working, but there has been a learning curve and confidence challenge for both the firefighters and dispatch in terms of making decisions on to who to send, as well as trusting the decision making. The more tiered response is implemented, the more comfortable staff is becoming with how well it is working. The AVL technology for our CAD system from our vendor Intergraph has updates and new methods that are more reliable than the current version we are using. The solution to fix the connectivity issues from Intergraph is to upgrade their software to the latest versions and we are currently working with Intergraph to have these updates completed by the end of February. The Fire Department has formally committed to participate in a mobile integrated healthcare pilot program known as Connect. The Connect program provides Fire and EMS agencies with the opportunity to implement mobile integrated healthcare and community paramedicine programs in their communities. This program capitalizes on the growing success and popularity of these programs, and aims to demonstrate that these programs improve health outcomes. The Connect program strives to help participating agencies define community paramedicine and mobile integrated healthcare for their communities. As participants in the Connect program, the Fire Department will implement a referral and navigation program, which specifically targets the medically underserved and frequent users of the 911 system. Identified patients will be enrolled in the program and navigated to community health resources. The Connect program has established specific benchmarks for successful intervention and improved health outcomes for each enrolled patient, which are listed below: <ul style="list-style-type: none"> • 30% decrease in emergency department use • 40% decrease in 911 use • Reduction in hospital admissions • Reduction in patient-identified barriers to health and healthcare access (lack of food, housing, transportation, insurance, primary care, and behavioral health treatment) Automatic and Mutual Aid - The Westminster Fire Department (WFD) is actively pursuing automatic and mutual aid agreements that better serve our community. We have developed agreements with our neighboring departments through the north area consortium. The WFD and Thornton FD (TFD) have entered an agreement for broad spectrum EMS and Fire response; WFD, TFD, North Metro Fire Rescue (NMFR), and Adams County Fire (ACF) are developing agreements for operations on I-25 and US-36; WFD is working with Arvada Fire to define boundaries for automatic response regarding structure fires; WFD is working with NMFR, TFD, ACF, and Brighton FD (BFD) to investigate the use and deployment of special teams and share resources; and the WFD, NMFR, ACF, TFD, and BFD are exploring the possibility of "patching" our dispatch centers for effective automatic aid. | |
| 36) | Recruit volunteers to adopt trail/park areas. | | PRL/ Rod Larsen |
| | ACTION PLAN: The City has an established program in place for trail/park adoption and will continue to promote these volunteer opportunities through the City's communication channels. | STATUS: Staff has continued existing efforts to encourage the use of volunteers to assist with trail and park areas throughout the City Westminster. Currently, the City has 39 different groups adopting parks, open space and trails and contributed over 1,100 hours of beautification (trash cleanup, weed removal, etc.) in 2015. The program is marketed through the activity guide, application process, Westy Fest, and other communication channels and is often a good choice for volunteers because of the flexibility of the program. | |

| GOAL: Ease of Mobility | | |
|--|--|--|
| OBJECTIVE: Improve the walkability and bikeability of Westminster. | | |
| 37) | Review existing bicycle master plan, report on opportunities for short- and mid-term bicycle lane and route improvements, and pursue accelerated implementation of the master plan; promote bicycle lane and route improvements. | CD/Dave Downing and PWU/Dave Cantu |
| | <p>ACTION PLAN: Staff will continue implementing a number of bicycle master plan projects in 2015, including bike lanes on parts of Lowell Boulevard, 72nd Avenue, Pierce Street and Countryside Drive. These will be implemented in conjunction with the 2015 street resurfacing program. In addition to these projects, Staff intends to accomplish the following actions within the next 18 months: identify simple and straightforward options that do not require paving that can be implemented in 2015 with existing budgets (e.g., signage on recently paved streets-summer/fall 2015); create a prioritized list and recommended projects/estimated costs that could also be implemented in 2015 if additional funding became available (e.g., proposal to continue the regional bike lanes on 72nd Avenue from Sheridan Blvd. to Pierce St. with carryover funds-summer/fall 2015); meet with City Council at an upcoming Study Session to review and/or revise the key assumptions used in the Bicycle Master Plan to determine how to move forward with mid- and long-term projects. The master plan was created in 2011 and may require some updating to reflect current City Council priorities. Staff intends to combine this Council conversation with one regarding the Enhanced Mobility & Connectivity Master Plan to holistically address the City's multi-modal methods of transportation; with Council direction, create an updated list of projects to implement in 2016 and out-years in conjunction with the Street Division's 2016 work plan (late 2015/early 2016); complete a number of these projects (2016); continue conversation with Council regarding key philosophies and approaches of bicycle master plan, including pilot projects and education in specific neighborhoods and/or throughout City (2016). (anticipate utilizing existing resources; capital funds are currently appropriated in 2015 and 2016 but additional capital funding will be considered with the mid-year 2016 budget.)</p> | <p>STATUS: PWU executed the following bike lanes with direction from the Traffic Engineer: Lowell Blvd (from 96th Ave to 104th Ave), 72nd Ave (from Depew St to Ingalls St), Pierce St (from 92nd Ave to Westcliff Pkwy), and Countryside Dr (from 100th Ave to Oak St). Staff also received authorization from Council at the 8/10/15 meeting to increase the current asphalt contract with Martin Marietta and completed the following additional paving using 2014 carryover funds: 72nd Avenue (from Sheridan Blvd. to Pierce Street) and Sheridan Blvd (from 92nd Ave. south to the US 36 bridge). Staff is currently compiling the list of projects to implement in conjunction with the 2016 Street Surfacing program as well as the non-paving improvements (e.g. signage) that can be installed early in the spring of 2016.</p> |
| 38) | Complete the planned study on mobility, including enhanced trail connectivity. | CMO/Jody Andrews and PWU/Christine Gray |
| | <p>ACTION PLAN: Staff is working on a draft RFP and will schedule time at a near-term Study Session to gather input from City Council. This project is included in Staff's work plan and has funding in 2015 (\$125,000) and 2016 (\$75,000). Depending on the outcome of the study and Council's direction, Staff may request additional capital funding to accomplish a more comprehensive list of projects. The study is scheduled for completion in 2Q 2016.</p> | <p>STATUS: Staff released a RFP for a needs analysis and interviewed 4 firms in early December. Firms asked to do the following: work with Staff to define realistic and specific goals; engage the community to identify needs; provide Staff with ideas for pilot projects; and provide high-level ideas for capital projects and next steps. Staff will complete the selection process and return to Council for contract award in 1Q 2016. Funds are included within the CIP project for the installation of demonstration/pilot projects to allow Staff to test tools and gain experience with different mobility solutions, while also allowing the community to see the benefits of multi-modal transportation improvements.</p> |
| OBJECTIVE: Improve mass-transit options throughout Westminster. | | |
| 39) | Promote connectivity of regional transportation and the "last mile" to connect commuters with places of employment and residences. | CMO/Barbara Opie and CD/Dave Downing |
| | <p>ACTION PLAN: Following up on the U.S. 36 First and Final Mile Study and the DRCOG Sustainable Communities Initiative process, Staff has identified potential projects for pursuit. These include a bicycle/pedestrian connection between the Westmoor Office Park/Green Knolls Subdivision and the U.S. 36 Bikeway (Church Ranch BRT Station), bike lanes/shared markings from U.S. 36 to 68th Avenue (Westminster Station) and bicycle lanes on 88th Avenue between Wagner and the Park n Ride (Sheridan Station). Staff is also participating with Broomfield and 36 Commuting Solutions to secure grant funding to install a "Bus then Bike" shelter at Sheridan Station. Staff is also working with Smart Commute Metro North, Adams County and RTD on a grant opportunity to provide some bus/shuttle service north of 120th Avenue (St. Anthony's, Orchard, etc.). (The grant opportunity is for two years, so the City, private partners and regional partners would need to figure out an out on ongoing approach. Estimated costs: \$174,000 - Church Ranch; \$27,000 - Westminster Station; \$59,000 Sheridan Station; \$20,000 Bike Shelter Match and \$3,000 per year O&M; CDOT would cover local match for North I-25 bus extension / shuttle service.)</p> | <p>STATUS: Staff and 36 Commuting Solutions were successful in securing a grant from DRCOG in October 2015 for the installation of a "Bus then Bike" shelter at the US 36/Sheridan (formerly known as the Westminster Center) Bus Rapid Transit Station. The grant money will become available during 2016-2017.</p> <p>RTD will commence bus service to The Orchard/St. Anthony's Hospital from the Wagon Road Park-n-Ride via existing Route 8 in January 2016. This is the first route north of 120th Avenue in Westminster and extends service to this northern part of the City, improving transportation options in the area.</p> |

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| 40) | Bring commuter rail to Westminster and promote commuter rail extension beyond Westminster Station along U.S. 36. | CMO/Barbara Opie-on rail extension and CD/John Burke on commuter rail to Westminster |
| | <p>ACTION PLAN: This work commenced with the Northwest Area Mobility Study (NAMS) and a very high level concept was developed to extend commuter rail to 88th Avenue. Considering costs, Burlington Northern Santa Fe's (BNSF) freight realities and other issues, extending single-tracked EMU commuter rail service to 88th Avenue is the most realistic approach that could be achieved in the next ten years. The City secured an unfunded option to extend Northwest Commuter Rail to 88th Avenue in the winning North Metro Rail proposal (GBBH), but it is unlikely funds will be there to pursue by 2018.</p> <p>STATUS: Commuter rail to Westminster - Staff is working with RTD, DTP, Adams County, UDFCD and other partners to ensure construction stays on schedule for commencement of commuter rail service mid-2016. Staff is anticipating a formal announcement from RTD and DTP on the official commencement of service date for the Westminster Station to be sometime in late July/early August.</p> <p>Rail extension - Funds appropriated with 2014 carryover in 2015 to commence study on feasibility of extending the rail. Staff is working on the details associated with getting a contract before City Council.</p> | |



Staff Report

Information Only Staff Report
February 8, 2016



SUBJECT: Eaton Street Affordable Housing Project - Unit Mix Update

PREPARED BY: Jody Andrews, Deputy City Manager

Summary Statement

This report is for City Council information only and requires no action by City Council.

Background Information

This memorandum is provided as a follow-up to the Agenda Memorandum dated January 25, 2016 titled “Purchase and Sale Agreement for Eaton Street Affordable Housing LLC on Lot 1 Block C-2 of the Downtown Westminster Project”, in which the affordable housing unit mix for the proposed project was described. The purpose of this memorandum is to provide updated information on the proposed unit mix as amended by the developer on February 1, 2016 in its application to CHFA for low income housing tax credits.

The original proposal for the Eaton Street Affordable Housing project included approximately 118 multifamily units and 25,000 square feet of ground floor retail use. The project was to provide affordable rents at 60% of the Jefferson County Average Median Income (AMI), with up to eight of the units at 30% of the AMI.

When the original pro forma was established for the subject 4% Low Income Housing Tax Credit (LIHTC) application to CHFA, the initial decision was made by the development team to base the rental income for all 118 units at the 60% AMI level, with the possibility of obtaining approximately 8 units at the 30% AMI level with the use of project based vouchers to be provided by the Jefferson Country Housing Authority. This AMI distribution is very common and utilized in virtually all 4% LIHTC applications since all possible income is usually necessary to meet project financial requirements for “60% AMI or below” prescribed in 4% LIHTC applications. The addition of a limited number of 30% AMI levels is also very typical as it enhances a project application’s chances of getting maximum funding from sources such as the Colorado Division of Housing. In the majority of 4% applications, no other levels of AMI are included in the financial structure, as the lower levels of rental income make it too difficult to cover debt service requirements.

One of the major evaluation methods that CHFA uses to determine the most deserving projects is the “Capture Rate”. Each market study analyst must consult with CHFA to determine the geographic boundaries of the “Primary Market Area” or PMA within which the market is analyzed. The analyst then determines the demand for units at each AMI category within that PMA and determines the capture rate for each category. The numerical capture rate is the number of households within the

PMA that are currently served by existing income-restricted housing. In the case of the Eaton Street/Downtown Westminster 4% LIHTC application, the Market Study indicated an unusually high number of 60% AMI units in the PMA, causing the capture rate in the PMA to be artificially high in the 60% AMI category only. This was driven by the existence of much older buildings that had been renovated with the use of the 4% LIHTC program through CHFA. The lower AMI categories had much lower capture rates indicating there was still a strong demand for affordable housing within the PMA.

In order to give the Eaton Street application the best possible chance to receive a LIHTC award, the development team decided to adjust the distribution of AMI levels to include a limited number of units at the 40% AMI and 50% AMI levels (see chart in Exhibit A), in order to provide an opportunity for tenants with slightly lower incomes than the 60% AMI level to qualify to live at the Eaton Street Apartments. The development team was able to make this adjustment because of the conservative underwriting assumptions utilized in its preliminary financial projections, which allowed flexibility to reduce the AMI levels in its final underwriting without negative impact on the project pro forma and without requiring additional investment from the City. The development team believes that this adjustment in AMI levels will help differentiate Eaton Street Apartments from the other applicants that will most likely be based on the 60% AMI level with a limited number of 30% AMI units through a voucher system. The development team believes that few, if any, other projects will be including 40% AMI and 50% AMI units.

A map showing the location of the existing 60% AMI units in the Downtown Westminster market area is included as Exhibit B.

Staff supports the amended LIHTC application as it enhances the attractiveness of the project for potentially receiving low income housing tax credits, as well as meets the City's goals of Vibrant, Diverse and Engaged Community and Beautiful, Desirable, Safe and Environmentally Responsible City by creating a high quality housing project and expanded range of affordability for future residents of the new Downtown Westminster.

Respectfully submitted,

Stephen P. Smithers
Acting City Manager

Attachments: Exhibit A
Exhibit B- Eaton Street Affordable Housing Project
- Eaton Street Affordable Housing Project Primary Market Area Comparison

Exhibit A

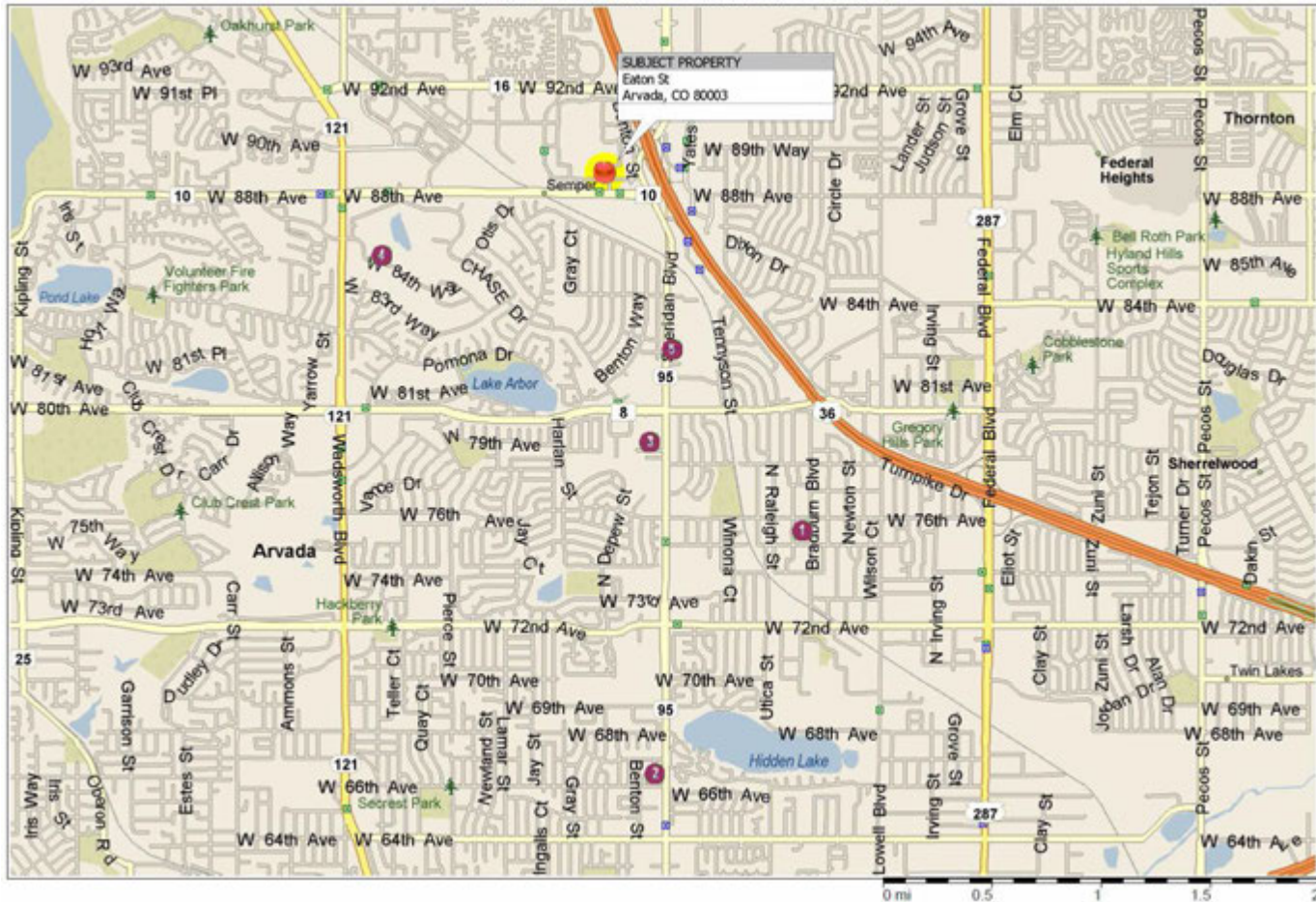
Eaton Street Affordable Housing Project Original and New Unit Mix Comparison

| Type | AMI | Size | New Unit Mix | Original Unit Mix | Max Rent Gross | Max Rent Adjusted | Actual Rent |
|------------|-----|-------|--------------|-------------------|----------------|-------------------|-------------|
| 1-Bd; PBV | 30% | 719 | 6 | 6 | 450 | 450 | 900 |
| 2-Bd; PBV | 30% | 1,060 | 1 | 1 | 540 | 540 | 1,080 |
| 3-Bd; PBV | 30% | 1,218 | 1 | 1 | 623 | 623 | 1,246 |
| 1-Bd; 1 Ba | 40% | 719 | 6 | | 600 | 600 | 600 |
| 2-Bd; 2 Ba | 40% | 1,060 | 1 | | 720 | 720 | 720 |
| 3-Bd; 2 Ba | 40% | 1,218 | 1 | | 831 | 831 | 831 |
| 1-Bd; 1 Ba | 50% | 719 | 23 | | 750 | 750 | 750 |
| 2-Bd; 2 Ba | 50% | 1,060 | 7 | | 900 | 900 | 900 |
| 3-Bd; 2 Ba | 50% | 1,218 | 2 | | 1,038 | 1,038 | 1,038 |
| 1-Bd; 1 Ba | 60% | 719 | 49 | 78 | 900 | 900 | 900 |
| 2-Bd; 2 Ba | 60% | 1,060 | 16 | 24 | 1,080 | 1,080 | 1,080 |
| 3-Bd; 2 Ba | 60% | 1,218 | 5 | 8 | 1,246 | 1,246 | 1,246 |

Exhibit B

Eaton Street Affordable Housing Project

BUILDING RENTAL COMPARISON MAP



KEY:

- 1 – Bradburn Gardens
- 2 – Sheridan Ridge Townhomes
- 3 – Glendale Apartments
- 4 – Castlegate Apartments
- 5 – Sandpiper Apartments

Eaton Street Affordable Housing Project

Primary Market Area Comparison

| | Subject Property | Comp 1 | Comp 2 | Comp 3 | Comp 4 | Comp 5 |
|------------------------------|--------------------------------|----------------------------|-----------------------------|--------------------------|--------------------------|------------------------------------|
| Name of Project | Westminster Affordable Housing | Bradburn Gardens | Sheridan Ridge Townhomes | Glendale Apartments | Castlegate Apartments | Sandpiper Apartments |
| Address | Downtown Westminster | 7545 Bradburn, Westminster | 6601 Sheridan Blvd., Arvada | 5345 W. 79th Ave, Arvada | 6925 W. 84th Way, Arvada | 8200 N. Sheridan Blvd, Westminster |
| Property Type | Mid-rise | Garden | Garden | Garden | Garden | Garden |
| Unit Type | Flats | Flats | Flats/TH | Flats | Flats | Flats |
| Year Built | Proposed | 1973 | 2003 | 1972 | 1971 | 1973 |
| # of Income Restricted Units | 118 | 44 | 35 | 107 | 378 | 0 |
| # of Market Rent Units | 0 | 0 | 30 | 23 | 126 | 360 |
| General Condition | NA | Average | Average | Fair | Average | Average |