



## CITY COUNCIL AGENDA

**NOTICE TO READERS:** City Council meeting packets are prepared several days prior to the meetings. Timely action and short discussion on agenda items is reflective of Council's prior review of each issue with time, thought and analysis given.

Members of the audience are invited to speak at the Council meeting. Citizen Communication (Section 7) and Citizen Presentations (Section 12) are reserved for comments on any issues or items pertaining to City business except those for which a formal public hearing is scheduled under Section 10 when the Mayor will call for public testimony. Please limit comments to no more than 5 minutes duration except when addressing the City Council during Section 12 of the agenda.

1. Pledge of Allegiance
2. Roll Call
3. Consideration of Minutes of Preceding Meetings
4. Report of City Officials
  - A. City Manager's Report
5. City Council Comments
6. Presentations
  - A. A Decade of Service Recognition re Open Space Volunteers
7. Citizen Communication (5 minutes or less)

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

8. Consent Agenda
  - A. Designation of Official Places to Post Public Notices
  - B. 2007 Crackseal Project Contract
  - C. 2007 Local Sewer Line Replacement Program Contract
  - D. Public Art Acquisition Contract – 136<sup>th</sup> Avenue / Orchard Parkway
9. Appointments and Resignations
10. Public Hearings and Other New Business
  - A. Public Hearing re Hyland Village - Southwest Corner of West 98<sup>th</sup> Avenue and Sheridan Boulevard
  - B. Councillor's Bill No. 1 re Hyland Village Property Rezoning
  - C. Hyland Village Preliminary Development Plan
  - D. Hyland Village Official Development Plan
  - E. Councillor's Bill No. 2 re Rights-of-Way vacation of West 96<sup>th</sup> Avenue from Sheridan Blvd to US Highway 36
  - F. Resolution No. 1 re IGA with CDOT and the City of Thornton re West 128<sup>th</sup> Ave. Bridge Replacement over I-25
11. Old Business and Passage of Ordinances on Second Reading
  - A. Second Reading Councillor's Bill No. 72 re Sign Code Amendments
  - B. Second Reading Councillor's Bill No. 73 re Supplemental Appropriation for Sheridan Boulevard
12. Citizen Presentations (longer than 5 minutes), Miscellaneous Business, and Executive Session
  - A. City Council
13. Adjournment

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**GENERAL PUBLIC HEARING PROCEDURES ON LAND USE MATTERS**

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

CITY OF WESTMINSTER, COLORADO  
MINUTES OF THE CITY COUNCIL MEETING  
HELD ON MONDAY, JANUARY 8, 2007 AT 7:00 P.M.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

Mayor McNally, Mayor Pro Tem Kauffman and Councillors Dittman, Kaiser, Lindsey, Major, and Price were present at roll call. J. Brent McFall, City Manager, Martin McCullough, City Attorney, and Carla Koeltzow, Deputy City Clerk, also were present.

CONSIDERATION OF MINUTES

Councillor Dittman moved, seconded by Price, to approve the minutes of the regular meeting of December 18, 2006, as written and presented. The motion passed unanimously.

CITY MANAGER'S REPORT

Mr. McFall advised that there would not be a Study Session on January 15<sup>th</sup> for the Martin Luther King Jr. Holiday. He also advised Council and those attending that there were two discussion items and an executive session scheduled after tonight's meeting.

Jim Arndt, Public Works and Utilities Director, gave Council a briefing on the City's efforts and strategy for snow removal after several recent storms. He gave statistics on costs for Staff hours, hiring contractors, equipment wear and tear, and for deicing materials. The City has requested money from FEMA to cover some of these costs. Several Councillor's responded with thanks for the City's Staff and various comments they had received from citizens.

CITY COUNCIL COMMENTS

Mayor McNally stated that last Saturday she attended the Metro Mayors Retreat with Bill Ritter. It is a good meeting, held once a year, to discuss various issues in the Denver metro area.

PRESENTATIONS

Mayor McNally, Councillor Major and Patti Wright, Open Space Volunteer Coordinator, presented recognition certificates and awards to the Open Space Volunteers who have been with the volunteer program since its inception in 1996. The volunteers are Shirley Drnovsek, Beverly Maroszan, Paul Nilles, and Don Weis.

CITIZEN COMMENT

David Salaman, 4551 W. 89<sup>th</sup> Way, owner of High Tech Auto Clinic at 8070 Sheridan Blvd, would like the City to think about a way for small businesses to join together and possibly pay to have a contractor on call to clear sidewalks after a large snow storm. He also would like the City to again look into annexing all or maybe portions of unincorporated Shaw Heights where he resides. He thinks there are enough residents there that would be interested in annexing at this time.

Larry Dean Valente, Westminster Colorado, indicated that the recent large snow storms were tough on area small businesses. He thanked the City crews for their hard work but felt that a better job could have been done especially in the residential areas. He would like the City to work on a better strategy for future big storms and would not be apposed to paying more for better snow removal.

Mary Toomberg, 8651 Norwich St., reminded Council of comments she made at the last Council meeting regarding the banning of political signs. She does not feel that there have been enough complaints by citizens to warrant the banning of signs. As a resident of unincorporated Shaw Heights, she disagreed with Mr. Salaman about residents wanting to annex to the City.

#### CONSENT AGENDA

Mayor McNally removed the 2007 Crackseal Project Contract from the consent agenda to be voted on separately.

The following items were submitted for Council's consideration on the consent agenda, as modified: Designate the bulletin board in the lobby of City Hall and the City of Westminster website as the location for posting public notices of official meetings of the City Council, the Westminster Housing Authority and the Westminster Economic Development Authority; authorize the City Manager to execute a contract with The Engineering Company in the amount of \$293,450 to provide engineering design and construction administration services for the 2007 Local Sewer Line Replacement Program with a 10% contingency of \$29,345; and authorize the City Manager to execute a contract in an amount not to exceed \$60,000 with David Govedare for the final design and fabrication of two separate pieces of public art to be installed on the northeast and southeast corners of 136<sup>th</sup> Avenue and Orchard Parkway.

Mayor McNally asked if Councillors wished to remove any other items from the consent agenda for discussion purposes or separate vote. There was no request. It was moved by Councillor Kaiser and seconded by Councillor Lindsey to approve the consent agenda as presented. The motion passed unanimously.

#### 2007 CRACKSEAL PROJECT CONTRACT

It was moved by Councillor Dittman, seconded by Councillor Price, to authorize the City Manager to execute a contract for the 2007 Crackseal Project with the low bidder, Coatings, Inc., in the amount of \$192,000 and authorize a contingency of \$8,000. The motion passed with Councillor Kaiser abstaining.

#### PUBLIC HEARING RE HYLAND VILLAGE – SW CORNER OF W. 98<sup>TH</sup> AVENUE AND SHERIDAN BLVD

At 7:53 p.m. a public hearing was opened to consider the rezoning, Preliminary Development Plan and Official Development Plan for the Hyland Village Planned Unit Development. Dave Shinneman, Planning Manager, began the public hearing and reported background information. Hyland Village is a property of approximately 72 acres, located at the southwest corner of 98<sup>th</sup> Avenue and Sheridan Boulevard. The applicant, McStain Neighborhoods, has proposed a traditional mixed use neighborhood development. The property would be rezoned from O1 (Open) to PUD (Planned Unit Development). Colleen Rozier, Project Manager for McStain, gave a powerpoint presentation and answered Council's questions. Mr. Shinneman entered the agenda memorandum and associated documentation. Notice of this hearing had been published in the *Westminster Window*, posted on the property, and mailed to property owners within 300 feet of the property. The proposal was approved unanimously by the Planning Commission.

William G. Parfet, 1300 8<sup>th</sup> Street in Golden, owner of the daycare center on the north side of 98<sup>th</sup> Avenue, spoke in favor of the development. Mary Toomberg made requests for improvements based on the presentation and prior McStain developments. A realtor, Perry Nissler, representing several of the landowners, spoke in favor of the proposed development.

The public hearing was declared closed at 8:40 p.m.

#### COUNCILLOR'S BILL NO. 1 RE HYLAND VILLAGE PROPERTY REZONING

Mayor Pro Tem Kauffman moved, seconded by Dittman to pass Councillor's Bill No. 1 on first reading rezoning the Hyland Village property from O1 (Open), to PUD (Planned Unit Development). This recommendation is based on a finding that the criteria set forth in Section 11-5-3 of the Westminster Municipal Code have been met. Upon roll call vote, the motion carried unanimously.

HYLAND VILLAGE PRELIMINARY DEVELOPMENT PLAN

Mayor Pro Tem Kauffman moved, seconded by Dittman to approve the Hyland Village Preliminary Development Plan within the Hyland Village Planned Unit Development with the following conditions: a) Vacation of existing West 96<sup>th</sup> Avenue right-of-way is obtained by the applicant and b) Acquisition of off site licenses or easements for the purposes of drainage, sanitary sewer, and roadway construction are obtained by the applicant. This recommendation is based on a finding that the criteria set forth in Section 11-5-14 of the Westminster Municipal Code have been met. The motion carried unanimously.

HYLAND VILLAGE OFFICIAL DEVELOPMENT PLAN

Mayor Pro Tem Kauffman moved, seconded by Dittman to approve the Hyland Village Official Development Plan within the Hyland Village Planned Unit Development. This recommendation is based on the finding that the criteria set forth in Section 11-5-15 of the Westminster Municipal Code have been met. The motion carried unanimously.

COUNCILLOR’S BILL NO. 2 RE RIGHTS-OF-WAY VACATION OF W. 96<sup>TH</sup> AVE. FROM SHERIDAN TO US36

Upon a motion by Councillor Major, seconded by Price, the Council voted unanimously on roll call vote to pass Councillor’s Bill No. 2 on first reading, vacating a portion of West 96<sup>th</sup> Avenue from Sheridan Boulevard to US Highway 36.

RESOLUTION NO. 1 RE IGA WITH CDOT AND THORNTON RE 128<sup>TH</sup> AVE. BRIDGE REPLACEMENT AT I-25

It was moved by Councillor Dittman, seconded by Major, to adopt Resolution No. 1 to authorize the City Manager to execute an Intergovernmental Agreement with the Colorado Department of Transportation and the City of Thornton regarding funding, phasing, contract administration, preliminary and final design and construction activities of the proposed Bridge Replacement on West 128<sup>th</sup> Avenue over I-25 Project. Upon roll call vote, the motion carried unanimously.

SECOND READING COUNCILLOR’S BILL NO. 72 RE SIGN CODE AMENDMENTS

Councillor Price moved, seconded by Major to pass Councillor’s Bill No. 72 on second reading as amended regarding modifications to the Westminster Municipal Code regarding signage. Upon roll call vote, the motion carried unanimously.

SECOND READING COUNCILLOR’S BILL NO. 73 RE SUPPLEMENTAL APPROPRIATION SHERIDAN BLVD

Councillor Major moved, seconded by Dittman to pass Councillor’s Bill No. 73 on second reading providing for supplementary appropriations to the 2006 budget of the Sheridan Boulevard at 72<sup>nd</sup> Avenue Project in the General Capital Improvement Fund. Upon roll call vote, the motion carried with a dissenting vote from Councillor Kaiser.

ADJOURNMENT

There was no further business to come before the City Council, and the Mayor adjourned the meeting at 8:45 p.m.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Deputy City Clerk



## Agenda Item 6 A

**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
January 8, 2007



**SUBJECT:** A Decade of Service Recognition re Open Space Volunteers

**Prepared By:** Patti Wright, Open Space Volunteer Coordinator

**Recommended City Council Action**

Present recognition certificates and awards to the Open Space Volunteers who have been with the volunteer program since its inception in 1996. These volunteers are Shirley Drnovsek, Beverly Maroszan, Paul Nilles, and Don Weis.

**Summary Statement**

- The Open Space Volunteer Program began in 1996 as a method to improve and enhance the City's open space areas. Volunteers were recruited to begin this landmark endeavor in Westminster.
- Twelve volunteers registered in 1996 for the open space volunteer program and, of those, four volunteers still remain active in the program.
- These volunteers have dedicated their time and energy to the open space volunteer program, and, collectively, have accumulated over 1,000 hours over the course of their decade of service.
- These volunteers are supporters of Westminster's open space acquisition and volunteer program, and often act as our greatest advocates in recruiting additional volunteers. They often take new volunteers 'under their wings' to make them feel comfortable and welcome.
- Currently, the Open Space Volunteer program has over 200 volunteers on its roster, with about 150 volunteers regularly participating in scheduled programs and the adopt-a-space program.
- Westminster is grateful to Shirley Drnovsek, Bev Maroszan, Paul Nilles, and Don Weis for their selfless contributions to the open space volunteer program.

**Expenditure Required:** \$0

**Source of Funds:** N/A

**SUBJECT:**

A Decade of Service Recognition re Open Space Volunteers

Page 2

**Policy Issue**

None identified

**Alternative**

None identified

**Background Information**

Since the Open Space Volunteer program began in 1996, volunteers have completed a variety of major projects such as rebuilding the Ranch Barn, constructing the eagle viewing blind at Standley Lake, and participating as Russian-olive Terminators. They have also built open space fences, picked up trash, removed wire fencing, planted trees, built docks, painted barns, pulled weeds, demolished old buildings, winterized flowerbeds, planted native plants, mulched trees, and built trails. They have worked in 100° temperatures and they have worked in the snow and cold. They have dug in mud and dug in “concrete” that used to be mud. They have worked with power tools and rock bars; they laugh and joke the whole time. They never ask for a pay increase, and they never complain about the working conditions.

Open Space Volunteers like Shirley, Bev, Paul, and Don epitomize citizens committed to the future. They volunteer for the well-being and vitality of future generations of Westminster. They demonstrate their support of the City’s open space treasures, and they show their commitment to their community – the families, the businesses, and the schools. Everyone benefits from the efforts of these volunteers. They truly are the heart of Westminster.

Respectfully submitted,

J. Brent McFall  
City Manager



**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
January 8, 2007



**SUBJECT:** Designation of Official Places to Post Public Notices

**Prepared By:** Linda Yeager, City Clerk

**Recommended City Council Action**

Designate the bulletin board in the lobby of City Hall and the City of Westminster website as the location for posting public notices of official meetings of the City Council, the Westminster Housing Authority and the Westminster Economic Development Authority pursuant to § 24-6-402 (2)(c) C.R.S of the Colorado Open Meetings Act.

**Summary Statement**

- The referenced section of the Colorado Open Meetings Act provides that the places where notices of official public meetings will be posted shall be designated annually by the governing body at its first regular meeting of each calendar year.
- City Staff posts all notices of City Council meetings and study sessions, all WEDA meetings, and all WHA meetings on the bulletin board across from the cashiers' counter in the lobby of City Hall. Identical notifications are posted on the City's website.

**Expenditure Required:** \$0

**Source of Funds:** N/A

**Policy Issue**

None identified

**Alternative**

None identified

**Background Information**

The Open Meetings Act, more commonly called the Colorado Sunshine Act, provides that the public place or places for posting public notice of meetings shall be designated annually at the local governing body's first regular meeting of each calendar year. Historically, notices have been posted in paper format on the lobby bulletin board and electronically on the City's website. This appears to be working well as a method to provide the public notice of upcoming agenda items and the Staff is recommending the continuing designation of these locations.

Respectfully submitted,

J. Brent McFall  
City Manager



## Agenda Item 8 B

**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
January 8, 2007



**SUBJECT:** 2007 Crackseal Project Contract

**Prepared By:** Dave Cantu, Contract Maintenance Supervisor  
Ray Porter, Street Operations Division Manager

**Recommended City Council Action**

Authorize the City Manager to execute a contract for the 2007 Crackseal Project with the low bidder, Coatings, Inc., in the amount of \$192,000 and authorize a contingency of \$8,000.

**Summary Statement**

- City Council approved funds for this expense in the 2007 Department of Public Works and Utilities, Street Operations Division budget.
- Formal bids were solicited in accordance with City bidding requirements for the 2007 Crackseal Project. Requests for bids were sent to the five contractors in the metropolitan area who do this type of pavement preventative maintenance treatment with five responding.
- The low bidder, Coatings, Inc., meets all of the City bid requirements and has successfully performed this process in the Denver Metro area the past five years.
- Twenty-six streets totaling 85 lane miles will receive the crackseal preventative maintenance treatment on streets earmarked for roadway surface improvements in 2007 and 2008 (see attached list and map).
- Contracting this work early allows the material to fully cure, before resurfacing and will reduce asphalt preparation work for the Street Division crews.
- Adequate funds were budgeted in 2007 for this expense.

**Expenditure Required:** \$200,000

**Source of Funds:** General Fund – Street Operations Division

**Policy Issue**

Should this bid for 2007 cracksealing be awarded to the low bidder, Coatings, Inc.?

**Alternative**

One alternative is to discontinue the practice of cracksealing these streets prior to resurfacing. Water would be allowed to penetrate the pavement's subgrade and reduce the life expectancy of the resurfacing projects by 50%. Staff does not recommend elimination of cracksealing prior to resurfacing applications.

**Background Information**

The low bidder, Coatings, Inc., meets all of the City bid requirements and has successfully completed this process for cities in the Denver Metro area for the past five years.

The 2007 Crackseal Project represents a total of 85 lane miles of asphalt pavement preventative maintenance at twenty-six street locations (see location list). This contractual cracksealing accomplished on streets earmarked for 2007 and 2008 improvements allows Street Division crews to concentrate their pavement preservation maintenance efforts on roadways where improvements will not be scheduled for several years.

The following sealed bids were received:

Coatings, Inc.	\$192,000
A-1 Chipseal Inc.	\$192,800
Rocky Mountain Pavement Maintenance, Inc.	\$197,600
Quality Paving Company	\$206,000
Foothills Paving & Maintenance, Inc.	\$270,000
Staff Estimate	\$200,000

The 2007 low bid crackseal application price of \$0.96 per pound is a decrease of 9% below the 2006 price for cracksealing performed in early 2006. This decrease attributed to the increased quantity (200,000 lbs.) bid for 2007.

Respectfully submitted,

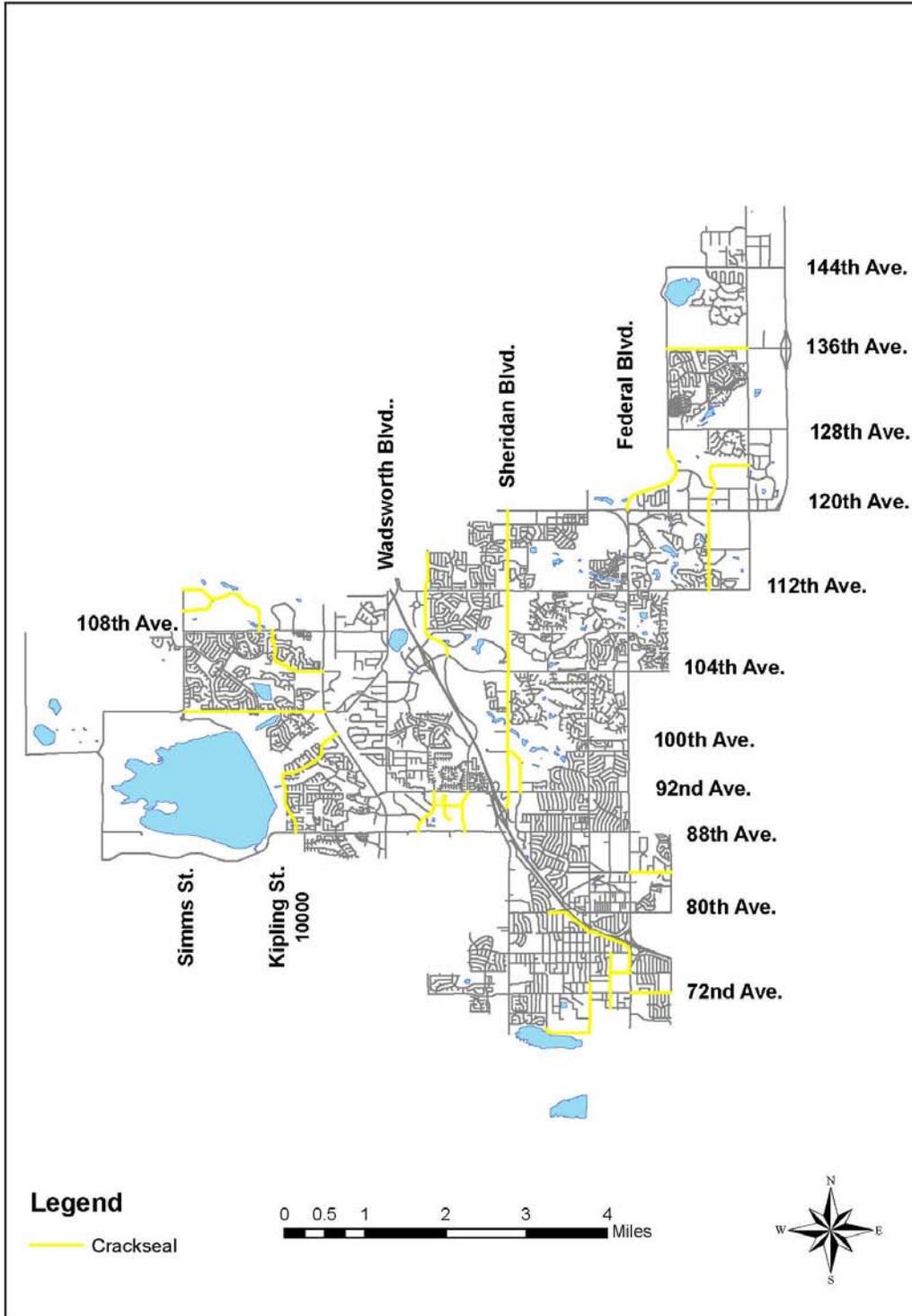
J. Brent McFall  
City Manager

Attachments

**CITY OF WESTMINSTER  
DEPARTMENT OF PUBLIC WORKS and UTILITIES  
STREET OPERATIONS DIVISION  
2007 CRACKSEAL PROJECT, PROJECT# SCRS-07-8  
LOCATIONS LIST**

1. Lowell Boulevard, 68<sup>th</sup> Avenue to 73<sup>rd</sup> Avenue
2. 72<sup>nd</sup> Avenue, Zuni Street to Federal Boulevard
3. 68<sup>th</sup> Avenue, Lowell Boulevard to Utica Street
4. Irving Street, 71<sup>st</sup> Avenue to 76<sup>th</sup> Avenue
5. 74<sup>th</sup> Avenue, Irving Street to Federal Boulevard
6. 84<sup>th</sup> Avenue, Federal Boulevard to Zuni Street
7. Turnpike Drive, 80<sup>th</sup> Avenue to Federal Boulevard
8. City Center Drive, 92<sup>nd</sup> Avenue to Sheridan Boulevard
9. Harlan Street, 92<sup>nd</sup> Avenue to 88<sup>th</sup> Avenue
10. 91<sup>st</sup> Avenue, Pierce Street to Harlan Street
11. Marshall Court, 91<sup>st</sup> Avenue to South End
12. Marshall Place, 91<sup>st</sup> Avenue to North End
13. Pierce Street, 88<sup>th</sup> Avenue to 92<sup>nd</sup> Avenue
14. Independence Drive, 88<sup>th</sup> Avenue to Wadsworth Parkway
15. 100<sup>th</sup> Avenue, Wadsworth Parkway to Simms Street
16. 104<sup>th</sup> Avenue, Wadsworth Parkway to Johnson Street
17. Johnson Street, 104<sup>th</sup> Avenue to 108<sup>th</sup> Avenue
18. Westmoor Drive, 108<sup>th</sup> Avenue to Simms Street
19. Westmoor Circle, Westmoor Drive to Simms Street
20. Westminster Boulevard, Church Ranch Boulevard to 112<sup>th</sup> Avenue
21. Main Street, 112<sup>th</sup> Avenue to 116<sup>th</sup> Avenue
22. Sheridan Boulevard, 88<sup>th</sup> Place to 120<sup>th</sup> Avenue
23. Federal Parkway, 120<sup>th</sup> Avenue to Willow Run Parkway
24. Pecos Street, 112<sup>th</sup> Avenue to 124<sup>th</sup> Avenue
25. 124<sup>th</sup> Avenue, Pecos Street to Huron Street
26. 136<sup>th</sup> Avenue, Huron Street to Zuni Street

**City of Westminster  
Department of Public Works & Utilities  
Street Operations Division  
2007 Crackseal Project  
Project # SCRS-07-8**





**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
January 8, 2007



**SUBJECT:** 2007 Local Sewer Line Replacement Program Contract

**Prepared By:** Kent W. Brugler, Senior Engineer, Capital Projects and Budget Management

**Recommended City Council Action**

Based on the recommendation of the City Manager, the City Council finds that the public interest would best be served by accepting the proposal of The Engineering Company (TEC) for the identified work. Authorize the City Manager to execute a contract with The Engineering Company in the amount of \$293,450 to provide engineering design and construction administration services for the 2007 Local Sewer Line Replacement Program; and authorize a 10% contingency of \$29,345.

**Summary Statement**

- Every three years, the Utilities Operations Division completes an inspection program of all of the City's sewer collection system, and identifies pipelines that must be repaired or replaced.
- As a result of the current inspections, the Utilities Division has identified approximately 12,500 feet of sewer lines that must be replaced in 2007 due to numerous physical deficiencies, along with approximately 6,000 feet of adjacent waterlines that should be replaced at the same time.
- A Request for Proposals was sent to five engineering firms who were pre-qualified by Staff to submit a proposal for this work, and the City received proposals from all five firms.
- After careful evaluation of the proposals and interviews with the three top ranked firms, Staff recommends the award of the contract to The Engineering Company based on their understanding of the project scope, their prior experience with similar projects, their technical and administrative capabilities and their total man-hours and fee outlined in their proposal.
- This contract includes engineering services to be provided through the design, bidding and construction administration phases. The scope of work for the construction phase services may be amended at a later time after the design is completed and when a more accurate understanding of the construction duration and complexity is identified.
- The project budget for these services is \$400,000.

**Expenditure Required:** \$322,795

**Source of Funds:** Utility Fund Capital Improvement Funds-Local Sewer Line Replacement Project

**Policy Issues**

1. Should the City proceed with the engineering work required for the replacement of deteriorated sewer and water lines, and award the contract at this time to The Engineering Company?
2. Should the City award this contract to the firm with the most responsive overall proposal rather than to the firm with the lowest cost proposal?

**Alternatives**

1. The City could choose to delay the start of the engineering work for this project or choose to not complete these sewer and water line improvements at this time. Since this project has been approved in the 2007/2008 Utility Fund Capital Improvement Budget and these lines have been identified as high priority lines for replacement, delaying the project could result in increased maintenance and repair expenses and possible service impacts to the residents.
2. The City could choose to award the engineering contract to one of the other four firms that submitted a proposal. Staff believes that The Engineering Company will provide the best value product based on Staff’s evaluation of the proposals, including the total man-hours and total fee presented in the proposals.

**Background Information**

Every three years, Public Works and Utilities conducts video inspections of all the City’s wastewater collection lines, evaluates their condition and establishes a priority list for lines to be replaced or repaired. The most recent inspections have identified approximately 12,500 feet of 6 inch and 8 inch diameter sewer lines that must be replaced in the southern section of the City, generally located between 72<sup>nd</sup> Avenue and 78<sup>th</sup> Avenue from Sheridan Boulevard to Irving Street (see attached map). These lines have one or more physical deficiencies, including being undersized, contain sags or depressions along their length, have off-set joints or are otherwise damaged. In addition to the sewer lines, Staff has identified approximately 6,000 feet of water lines, that run adjacent to these sewer lines, that should be replaced due to age, condition, break history or as recommended in the recently completed Utility System Master Plan. By improving both utility lines in these mostly residential areas concurrently and in advance of planned street improvements in these areas, the City will reduce future utility related impacts to these residents.

In October, Staff issued a Request for Qualifications from the engineering community for all types of projects for the 2007/2008 Utility Capital Improvement Program to identify general qualifications. The City received approximately 25 Statements of Qualifications and assigned each qualified firm to specific projects. In November of 2006, Staff sent a Request for Proposals to five firms that qualified for the 2007 Local Sewer Line Replacement Project, and received a proposal from each firm in December of 2006. The proposals addressed all services to be provided through design, bidding and construction administration. The following is a summary of the firms that submitted a proposal, their respective fees and proposed total man-hours:

<b><u>Engineering Firm</u></b>	<b><u>Total Fee</u></b>	<b><u>Total Man-hours</u></b>
JR Engineering, Inc	\$286,115	2,016
The Engineering Company	\$293,450	3,295
SA Miro, Inc.	\$299,721	2,779
Stantec	\$348,832	3,171
Parsons Brinkerhoff	\$405,679	3,566

Staff carefully evaluated each technical proposal and ranked each firm based on their technical approach to the project, their experience on similar projects and their administrative ability to complete the project within the City’s requirements, and this evaluation resulted in the ranking of the three top firms, The Engineering Company, SA Miro and Stantec. Staff then interviewed each of the three firms to discuss their proposals in more detail, including the project team assigned to the project, their specific project

experience, their proposed scope of work and proposed man-hour and fee schedule. Based on these evaluations and interviews, Staff determined that The Engineering Company provided the most comprehensive and responsive proposal that addressed all the project requirements, and will provide the greatest level of effort for the respective fee. During the proposal process, Staff gave each firm the opportunity to meet individually and discuss the project requirements, and four of the five firms opted to meet with the City.

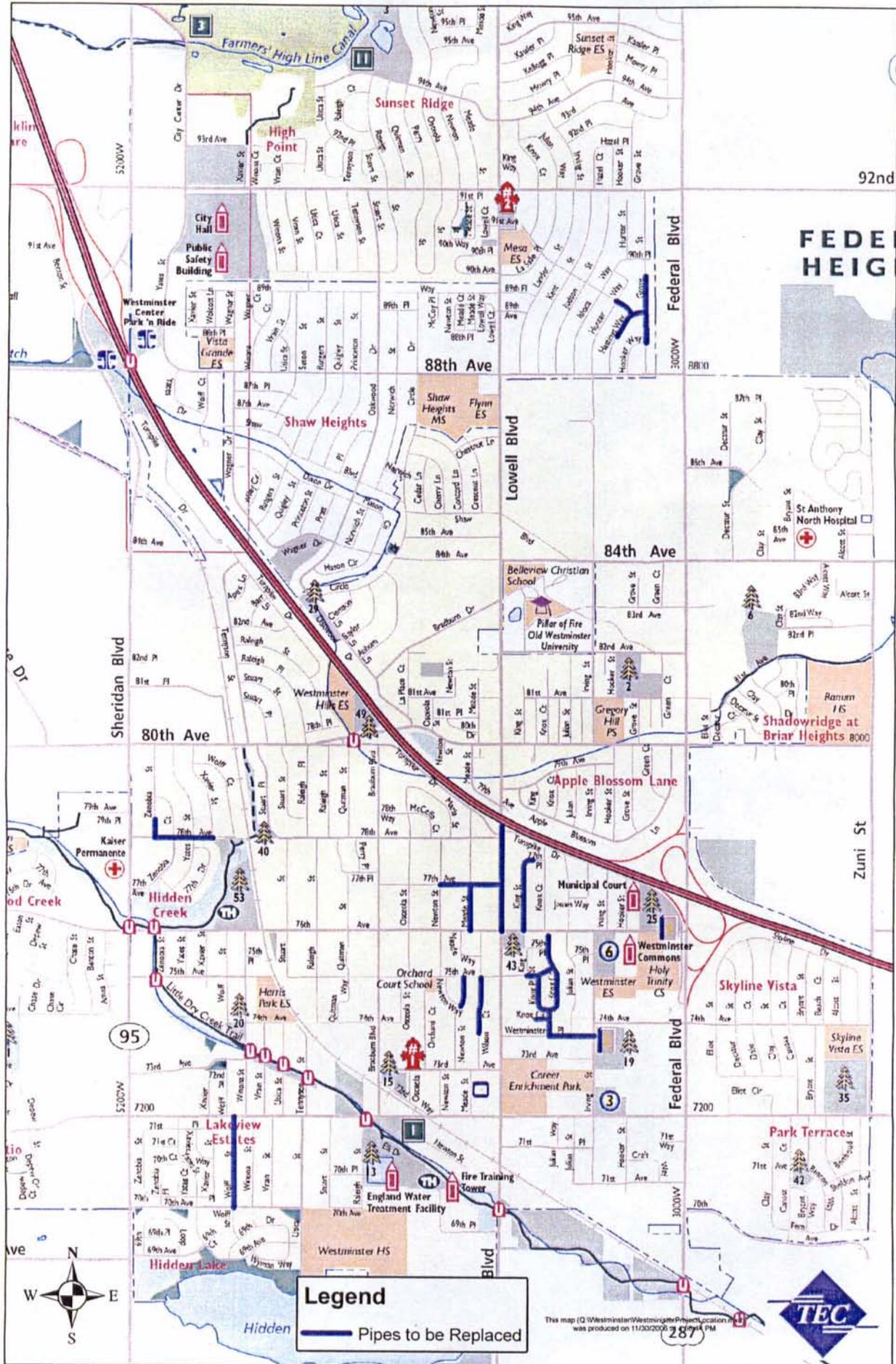
The design phase is expected to be completed by April of 2007 and construction is scheduled to begin in June. The duration of the construction administration services has been estimated for a construction time of eight months. Based on the updated construction schedule to be determined at the completion of the design phase, the engineering construction administration services may be amended at that time.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment

# Exhibit A: Project Location Map





**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
January 8, 2007



**SUBJECT:** Public Art Acquisition Contract – 136<sup>th</sup> Avenue / Orchard Parkway

**Prepared By:** Aaron B. Gagné, Senior Projects Coordinator

**Recommended City Council Action**

Authorize the City Manager to execute a contract in an amount not to exceed \$60,000 with David Govedare for the final design and fabrication of two separate pieces of public art to be installed on the northeast and southeast corners of 136<sup>th</sup> Avenue and Orchard Parkway.

**Summary Statement**

- For the past year, staff has been working with the developers of the northeast and southeast corners of 136<sup>th</sup> Avenue and Orchard Parkway (Armstrong Development and Wal-Mart, respectively) to complete installations of public art.
- Armstrong and Wal-Mart have either completed or will soon be completing the improvements to their respective corners to accommodate the installations and have each made significant cash-in-lieu contributions for the purchase and installation of the actual art pieces.
- Staff has worked with two separate kinetic artists over the same period of time, and has worked closely with and is recommending Davis Govedare of Chewelah, Washington to complete the project. Sketches and a photo of the proposed installations are included herewith as Attachment A.

**Expenditure Required:** Not to exceed \$60,000

**Source of Funds:** Dedicated funds received as cash-in-lieu payments by developers of adjacent sites

**Policy Issue**

Should the City Council authorize the City Manager to enter into a contract with David Govedare for the completion of two public art installations at 136<sup>th</sup> Avenue and Orchard Parkway?

**Alternatives**

1. City Council could choose to reject the recommended contract and direct Staff to pursue other alternatives for the installations at that intersection.
2. City Council could direct Staff not to pursue the installation of public art at this intersection.

**Background Information**

As part of the City’s public art requirement for commercial projects, the developers of the northeast and southeast corners of 136<sup>th</sup> Avenue and Orchard Parkway both committed to site improvements and made significant cash-in-lieu payments with which the City of Westminster is expected to purchase and install public art.

Over the past year, Staff has researched and worked with a number of artists locally and nationwide and last fall, with the approval of the internal Development Review Committee, engaged David Govedare of Chewelah, Washington to develop a design theme for two large scale (15+ feet tall) kinetic installations for the subject intersection. Kinetic designs are those that move in the wind. After those paper designs were completed, a scale-model was commissioned. Staff is now recommending that the contract be signed for the full-scale production of two of the designs. Examples of Govedare’s work and the two selected designs are attached.

Respectfully Submitted,

J. Brent McFall  
City Manager

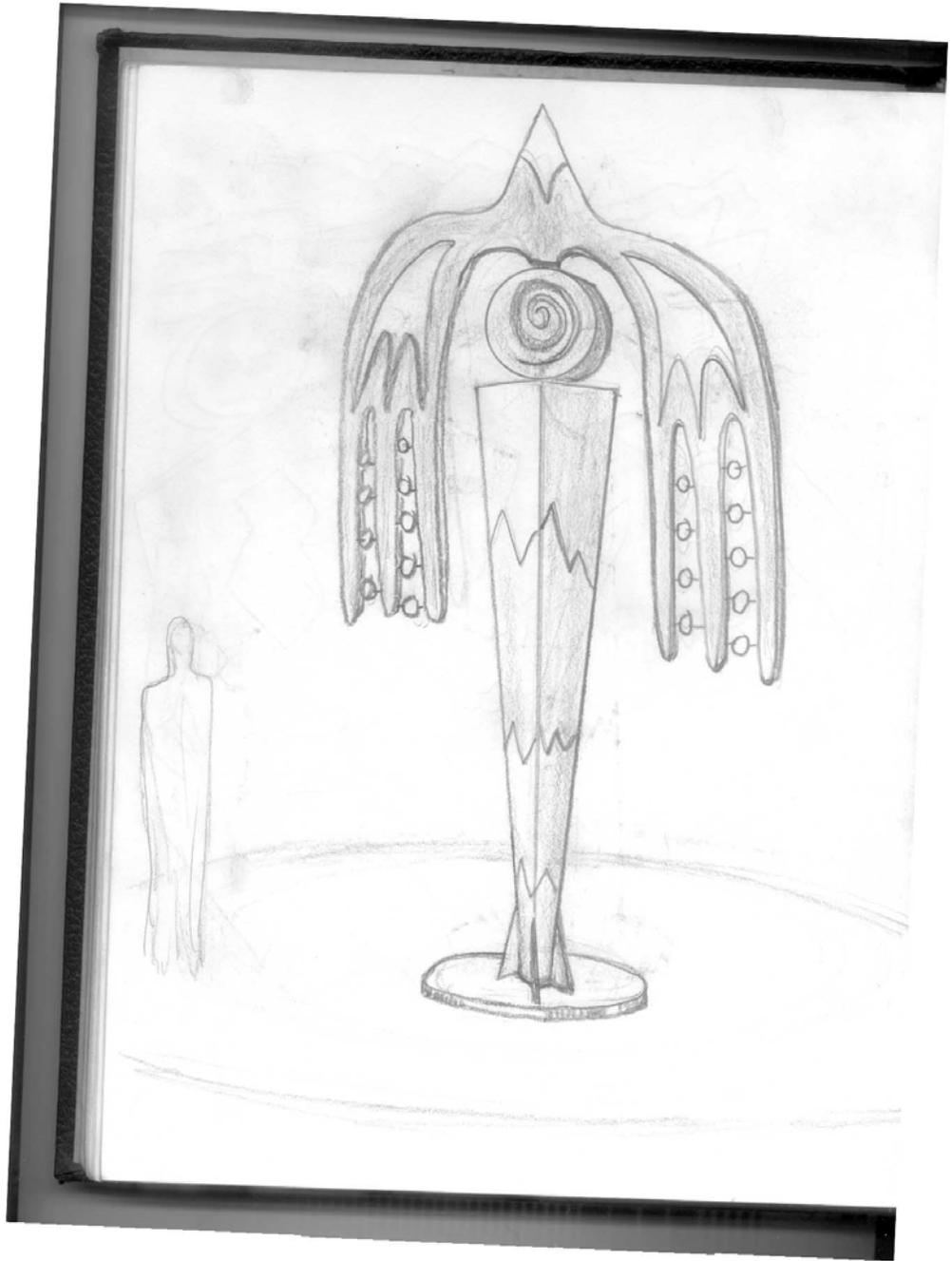
Attachments: “Attachment A” – David Govedare – Examples and Proposed Designs  
“Attachment B” – Proposed Contract

*ATTACHMENT A – DAVID GOVEDARE – EXAMPLES AND PROPOSED DESIGNS*

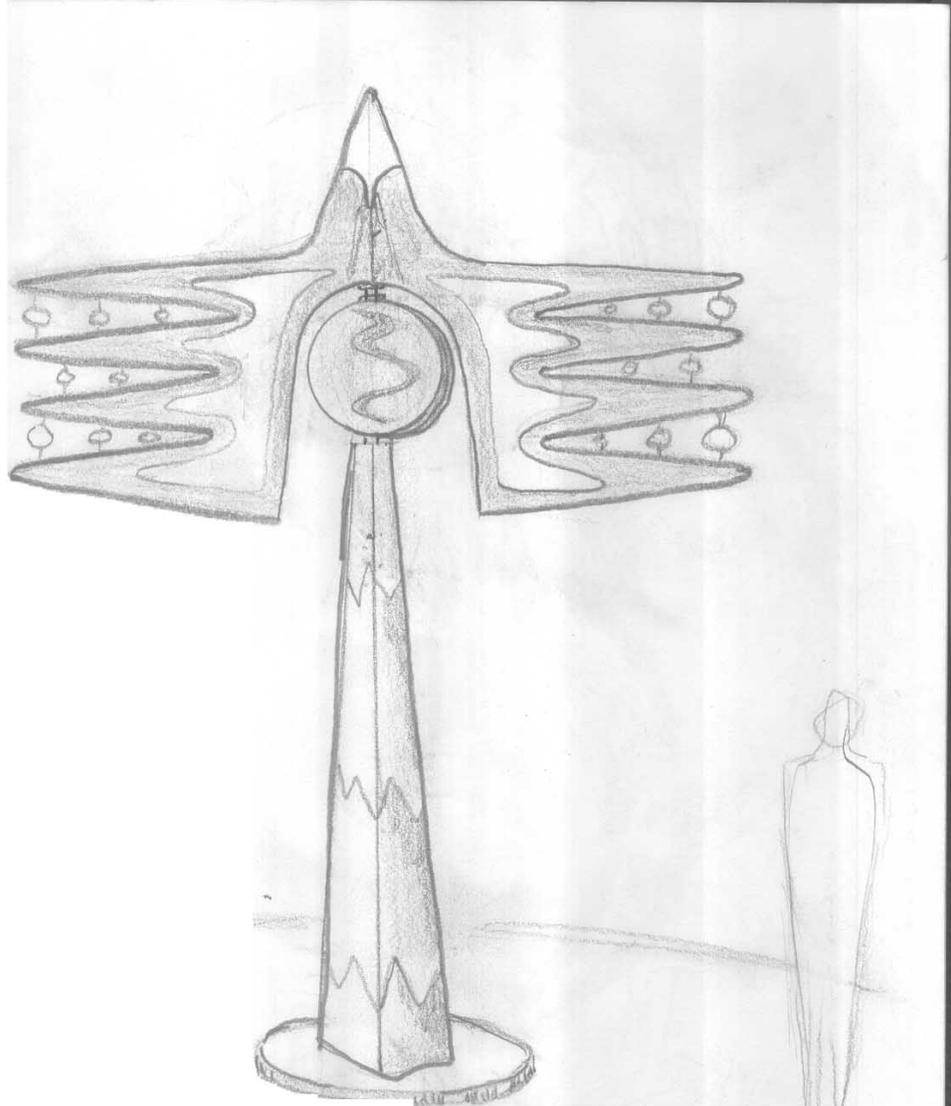




*Proposed design #1 – “The Swallow”*



*Proposed Design #2 – “The Eagle”*



**ATTACHMENT B – PROPOSED CONTRACT**

**AGREEMENT TO FURNISH PUBLIC ART DESIGN AND FABRICATION SERVICES  
TO THE CITY OF WESTMINSTER FOR THE 136<sup>th</sup> AVENUE ART SITES**

THIS AGREEMENT, made and entered into this \_\_\_ day of January, 2007, between the **CITY OF WESTMINSTER**, hereinafter called the “City,” and David Govedare, hereinafter called the “Consultant”, is as follows:

WHEREAS, the City wishes to have the concept designs created for public art to be located at 136<sup>th</sup> Avenue and Orchard Parkway fabricated, hereinafter interchangeably referred to as the “Sculpture(s)” or “Project”, sketches of the same attached as “Appendix A”; and

WHEREAS, sufficient authority exists in City Charter and state statute, sufficient funds have been budgeted for these purposes and are available, and other necessary approvals have been obtained.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the City and the Consultant agree as follows:

**I. THE PROJECT**

The Project consists of the creation two separate full-scale kinetic sculptures per Appendix A. The lowest point above the base of each Sculpture to the rotating kinetic elements shall be 8.5 feet. The primary material used in each Sculpture shall be cor-ten steel, with such other materials and colors as the Consultant sees fit.

**II. CONSULTANT'S SERVICES AND RESPONSIBILITIES**

The Consultant agrees that it will furnish all of the technical, administrative, professional, and other labor; all supplies and materials, equipment, printing, vehicles, local travel, office space and facilities, testing and analyses, calculations, and any other facilities or resources necessary to provide the Services as described § I. above. Additionally, the Consultant agrees to furnish progress-updates on a bi-weekly basis for the term of the contract. Such updates may, as appropriate, include photographs of the Sculptures in-progress.

Additionally, the Consultant shall participate on-site in the installation of the Sculptures.

Refer to Appendix C for contract provisions specific to the Sculptures and the overall Project.

**III. ADDITIONAL SERVICES**

When authorized by the City, the Consultant agrees to furnish or obtain from others, additional professional services in connection with the Project due to changes in the scope of the Project or its design, subject to mutual agreement as to additional compensation for additional services.

**IV. CONSULTANT'S FEE**

As compensation for the basic Services described in this Agreement, the Consultant shall be paid in accordance with the payment schedule and amount in Appendix B, which shall constitute full and complete payment for said Services and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Agreement.

In addition to the Consultant’s fee in Appendix B, the City shall reimburse the Consultant for his actual travel expenses incurred for the on-site installation trip.

## V. COMMENCEMENT & COMPLETION OF SERVICES

The Consultant understands and agrees that time is an essential requirement of this Agreement. The Services shall be completed as soon as good practice and due diligence will permit. In any event, the Services shall be completed within six (6) months after the Consultant receives notice to proceed, exclusive of time lost or due to delays beyond the control of the Consultant.

## VI. TERMINATION

This Agreement shall terminate at such time as the work in Section 2 is completed and the requirements of this Agreement are satisfied, or upon the City's providing Consultant with seven (7) days advance written notice, whichever occurs first. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Consultant for all work previously authorized and completed prior to the date of termination plus any Services the City deems necessary during the notice period. Said compensation shall be paid upon the Consultant's delivering or otherwise making available to the City all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing the Services included in this Agreement, whether completed or in progress.

## VII. INSURANCE

During the course of the Services, the Consultant shall maintain Workers' Compensation Insurance in accordance with the Workers' Compensation laws of the State of Colorado, Automobile Liability of \$500,000 per person/\$1,000,000 per occurrence, and Commercial General Liability of \$500,000 per person/\$1,000,000 per occurrence. The City shall be named as an additional insured under the Consultant's Automobile and Commercial General Liability coverages, and these coverages shall be occurrence-based policies, and shall specifically provide that all coverage limits are exclusive of costs of defense, including attorney fees. The Consultant shall provide certificates of insurance to the City indicating compliance with this paragraph.

## VIII. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disability. Such actions shall include, but not be limited to the following: employment; upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

## IX. PROHIBITED INTEREST

A. The Consultant agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further agrees that in the performance of the Agreement, no person having any such interests shall be employed.

B. No official or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

## X. GENERAL PROVISIONS

A. Independent Contractor. In the performance of the Services, the Consultant shall act as an independent contractor and not as agent of the City except to the extent the Consultant is specifically authorized to act as agent of the City.

B. Books and Records. The Consultant's books and records with respect to the Services and reimbursable costs shall be kept in accordance with recognized accounting principles and practices, consistently applied, and will be made available for the City's inspection at all reasonable times at the

places where the same may be kept. The Consultant shall not be required to retain such books and records for more than three (3) years after completion of the Services.

C. Ownership of Drawings. All plans, drawings, specifications and the like relating to the Services shall be the joint property of the City and Consultant. Upon completion of the Services, or at such other time as the City may require, the Consultant shall deliver to the City a complete corrected set of drawings and such additional copies thereof as the City may request, corrected as of the date of completion of the Project.

D. Responsibility; Liability.

1. Professional Liability. The Consultant shall exercise in its performance of the Services the standard of care normally exercised by nationally recognized organizations engaged in performing comparable services. The Consultant shall be liable to the City for any loss, damages or costs incurred by the City for the repair, replacement or correction of any part of the Project which is deficient or defective as a result of any failure of the Consultant to comply with this standard.

2. Indemnification. The Consultant shall indemnify, defend, and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Services, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Project itself) including the loss of use resulting therefrom, but only to the extent caused by the negligent act or omission of, or breach of contract by, the Consultant, any subcontractor of the Consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph D.2.

In any and all claims against the City or any of its agents or employees by any employee of the Consultant, any subcontractor of the Consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph D.2 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under the workers' compensation acts, disability benefit acts or other employee benefit acts.

In the event it becomes necessary for the City to bring an action to enforce any provision of this Agreement or to recover any damages the City may incur as a result of the breach of this Agreement, including, but not limited to defective work, and the City prevails in such litigation, the Consultant shall pay the City its reasonable attorney fees as determined by the Court.

E. Communications. All communications relating to the day-to-day activities for the Project shall be exchanged between the respective Project representatives of the City and the Consultant who will be designated by the parties promptly upon commencement of the Services.

All other notices and communications in writing required or permitted hereunder shall be delivered personally to the respective representatives of the City and the Consultant set forth below or shall be mailed by registered mail, postage prepaid, return receipt requested to the parties at their addresses shown herein. Notices hereunder shall be effective three (3) days after mailing.

F. Assignment. The Consultant shall not assign this Agreement in whole or in part, including the Consultant's right to receive compensation hereunder, without the prior written consent of the City; provided, however, that such consent shall not be unreasonably withheld with respect to assignments to the Consultant's affiliated or subsidiary companies, and provided, further, that any such assignment shall not relieve the Consultant of any of its obligations under this Agreement. This restriction on assignment includes, without limitation, assignment of the Consultant's right to payment to its surety or lender.

G. Applicable Laws and Venue. This Agreement shall be governed by the laws of the State of Colorado and the Charter of the City of Westminster. This Agreement shall be deemed entered into in both Adams County and Jefferson County, State of Colorado, as the City is located in both counties. At the Owner's option, the location for settlement of any and all claims, controversies and disputes arising out of or related to this Agreement or any breach thereof, whether by alternative dispute resolution or litigation, shall be proper only in either county.

H. Remedies. Consultant agrees that the economic loss rule as set forth in *Town of Alma v. Azco Construction, Inc.*, 10 P.3d 1256 (Colo. 2000) shall not serve as a limitation on the City's right to pursue tort remedies in addition to other remedies it may have against Consultant. Such rights and remedies shall survive the Project or any termination of this Agreement.

I. Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto and shall supersede all prior contracts, proposals, representations, negotiations and letters of intent, whether written or oral, pertaining to the Services for the Project.

J. Subcontracting. Except subcontractors clearly identified and accepted in the Consultant's Proposal, Consultant may employ subcontractors to perform the Services only with City's express prior written approval. Consultant is solely responsible for any compensation, insurance, and all clerical detail involved in employment of subcontractors.

The person or persons signing and executing this Agreement on behalf of each Party, do hereby warrant and guarantee that he/she or they have been fully authorized to execute this Agreement and to validly and legally bind such Party to all the terms, performances and provisions herein set forth.

INSURANCE CERTIFICATES REQUIRED BY THIS AGREEMENT SHALL BE SENT TO DEPARTMENT OF COMMUNITY DEVELOPMENT, ATTENTION: Aaron Gagné.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the date first appearing above.

CITY OF WESTMINSTER

By: \_\_\_\_\_  
Printed Name: David Govedare

Address:  
3397 Cottonwood Creek  
Chewelah, Washington 99109

ATTEST:

\_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: J. Brent McFall  
Title: City Manager

Address:  
4800 West 92nd Avenue  
Westminster, Colorado 80031

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO LEGAL FORM

By: \_\_\_\_\_  
City Attorney

## Appendix A

<INSERT IMAGES>

## Appendix B

<b>Project Costs</b>		
Sculpture at Southeast Corner	\$27,500	
Sculpture at Northeast Corner	\$27,500	
Subtotal	\$55,000	
Maximum design, fabrication and engineering contingency	\$5,000	<i>Note: Contingency Funds may not be used without express consent of City.</i>
Total Maximum Budget	\$60,000	

<b>Payment Schedule</b>	
Due at contract signing	\$8,000.00
Due at Materials Order (15JAN07)	\$30,000.00
Due 15MAR07	\$10,000.00
Due upon completion	\$7,000.00
Total (without contingency)	\$55,000.00

Payment terms: Payment will only be made against an invoice from the consultant in accordance with the terms set forth above. All invoices are payable net 15 days.

## Appendix C

### Project-Specific Terms and Conditions

1. The Consultant shall provide maintenance instructions for the Sculptures to the City at the time of acceptance.
2. The Consultant guarantees all parts and workmanship for a period of three years after final acceptance of the Project and will replace any defective parts or rework any defective craftsmanship in a timely fashion at no cost to the City except as provided below. The Consultant shall not be responsible or held liable for any damage to the Project, its surfaces or environment by the City's personnel, visitors or others that are beyond the control of the Consultant. While the Project is designed to be relatively maintenance free, the City will assume responsibility for minor maintenance, including periodic cleaning as necessary to remove the buildup of dust, dirt and grime in order that the Project does not become an eyesore to its environment or a detriment to the good reputation of the Consultant.
3. The Consultant represents they have exclusive right, title and interest in the Project and its design and will defend and indemnify the City, its agents and employees from any claim or cause of action based upon a claim of a right, title or interest in the Project or its design. Risk of damage or loss to the Project shall remain with the Consultant until the final installation, and final acceptance of the Project by the City.
4. For copyright ownership under the Federal Copyright Act, 17 U.S.C. § 101 et seq. (including, without limitation, the Visual Artists Rights Act, 17 U.S.C. § 106A, and the provisions of 17 U.S.C. § 113), Consultants convey to City and waives all rights, title and interest to all such materials in written, electronic, pictorial, graphic, sculptural, or other form, prepared under this Contract. City shall have worldwide reprint and reproduction rights in all forms and in all media, free of any claims by the Consultant or any approved sub-consultants and subcontractors, unless otherwise restricted by the Contract. The City's rights, granted above, in drawing details, designs and specifications that are Consultants' standard documents for similar projects, and in Consultants' databases, computer software and other intellectual property developed, used or modified in performing services under this Contract are not exclusive, but joint rights, freely exercisable by either the City or the Consultant.
5. The Consultant transfers to the City all rights including but not limited to ownership, title, interest, derivative rights, possession and the right to display the Project publicly, which rights shall be automatically transferred to the City at the time of acceptance by the City and final payment to the Consultant. City shall also be entitled upon request to the Consultant to copies of all plans prepared by the Consultant in connection with the development and fabrication of the Project.
6. All reproductions by the City shall contain a credit to the Consultant.
7. The administrator for this Contract shall be the City's Department of Community Development. Whenever this Contract requires notice to be given to or by the City, or any determination or action to be made by the City, Aaron B. Gagné represents and acts for the City.



# Agenda Item 10 A-D

## WESTMINSTER COLORADO

### Agenda Memorandum

City Council Meeting  
January 8, 2007



**SUBJECT:** Public Hearing and Action re Rezoning, Preliminary Development Plan, and Official Development Plan for Hyland Village

**Prepared By:** Terri Hamilton, Planner III

### Recommended City Council Action

1. Hold a public hearing.
2. Pass Councillor’s Bill No. 1 on first reading rezoning the Hyland Village property from O1 (Open), to PUD (Planned Unit Development). This recommendation is based on a finding that the criteria set forth in Section 11-5-3 of the Westminster Municipal Code have been met.
3. Approve the Hyland Village Preliminary Development Plan within the Hyland Village Planned Unit Development with the following conditions:
  - a) Vacation of existing West 96<sup>th</sup> Avenue right-of-way is obtained by the applicant.
  - b) Acquisition of off site licenses or easements for the purposes of drainage, sanitary sewer, and roadway construction are obtained by the applicant.

This recommendation is based on a finding that the criteria set forth in Section 11-5-14 of the Westminster Municipal Code have been met.
4. Approve the Hyland Village Official Development Plan within the Hyland Village Planned Unit Development. This recommendation is based on the finding that the criteria set forth in Section 11-5-15 of the Westminster Municipal Code have been met.

### Summary Statement

- Hyland Village is a property of approximately 72 acres, located at the southwest corner of 98<sup>th</sup> Avenue and Sheridan Boulevard. The applicant, McStain Neighborhoods, has proposed a traditional mixed use neighborhood development, consistent with the Westminster Comprehensive Land Use Plan.
- The proposed Hyland Village development as proposed consists of 111 single family homes, 165 town house units, 150 multi-family units, a 3.3 acre mixed use parcel, and approximately 11 acres of public land dedication/open space. A total of 426 dwelling units are proposed. The number may vary slightly with future amended Official Development Plans.
- The project exhibits development patterns and design components in accordance with Westminster’s “Design Guidelines for Traditional Mixed Use Neighborhood Developments” (TMUND Guidelines), with some minor variations described later in this memorandum.

**Expenditure Required:** \$ 0

**Source of Funds:** N/A

**Planning Commission Recommendation**

The Planning Commission reviewed this proposal on December 12, 2006, and voted unanimously (5-0) to recommend City Council approve the rezoning and both the Preliminary and Official Development Plan for Hyland Village. These recommendations were based upon determination that the findings set forth in Sections 11-5-3, 11-5-14 and 11-5-15 of the Westminster Municipal Code had been met.

No one spoke at the public hearing. Planning Commission discussed whether to recommend that the proposed roofing material for residential construction be upgraded from dimensional roof shingles to a concrete shingle - but did not include this in the final recommendation.

**Policy Issues**

- 1) Should the City approve the rezoning of the Hyland Village property from O1 (Open) to PUD (Planned Unit Development)?
- 2) Should the City approve the Hyland Village Preliminary Development Plan within the Hyland Village Planned Unit Development?
- 3) Should the City approve the Hyland Village Official Development Plan within the Hyland Village Planned Unit Development?

**Alternatives**

- 1) Deny the rezoning of the Hyland Village property from O1 (Open) to PUD (Planned Unit Development). This alternative is not supported by City Staff because the proposed rezoning complies with requirements of City Code regarding rezoning and standards for approval of planned unit developments.
- 2) Deny the Hyland Village Preliminary Development Plan within the Hyland Village Planned Unit Development. This alternative is not supported by City Staff because the proposed Preliminary Development Plan is in compliance with provisions of City Code regarding approval of Preliminary Development Plans; future land use indicated by the Comprehensive Land Use Plan; and the intent of Westminster's Design Guidelines for Traditional Mixed Use Neighborhood Developments.
- 3) Deny the Hyland Village Official Development Plan within the Hyland Village Planned Unit Development. This alternative is not supported by City Staff because the proposed Official Development Plan is in compliance with provisions of City Code regarding approval of Official Development Plans and the intent of Westminster's Design Guidelines for Traditional Mixed Use Neighborhood Developments.

**Background Information**

Nature of Request

The proposed rezoning, Preliminary Development Plan (PDP), and Official Development Plan (ODP) are intended to establish the overall development parameters for a traditional mixed use neighborhood development consisting of single family homes, town homes, multi-family development, mixed use development and public land dedication/open space. Future amended ODPs will be necessary to establish additional development and design parameters for this proposed project.

Location

The site is located on approximately 72 acres at the southwest corner of 98<sup>th</sup> Avenue and Sheridan Boulevard. (Please see attached vicinity map).

Public Notification

Westminster Municipal Code 11-5-13 requires the following three public notification procedures:

- **Published Notice:** Notice of public hearings scheduled before City Council shall be published and posted at least four days prior to City Council public hearings. Notice was published in the Westminster Window on December 28, 2006.
- **Property Posting:** Notice of public hearings shall be posted on the property with one sign in a location reasonably visible to vehicular and pedestrian traffic passing adjacent to the site. Two signs were posted on the property on December 29, 2006.
- **Written Notice:** At least 10 days prior to the date of the public hearing, the applicant shall mail individual notices by first-class mail to property owners and homeowner’s associations registered with the City within 300 feet of the subject property. The applicant has provided the Planning Manager with a certification that the required notices were mailed on December 29, 2006.

Applicant/Property Owner

The applicant is McStain Neighborhoods, represented by Colleen Rozier, Project Manager. The current owners are Pres and Norma Minnick, Louis Pappageorge, and Georgianna Hintz.

Surrounding Land Use and Comprehensive Land Use Plan Designation

<b>Development Name</b>	<b>Zoning</b>	<b>CLUP Designation</b>	<b>Use</b>
North of 98 <sup>th</sup> Avenue - City Open Space and Axtell Subdivision	O1 PUD	Open Space Public/Quasi-Public	City Open Space Daycare, Church and School
West of US 36 - City Open Space and Residential - 18	O1 PUD	Open Space Residential - 18	City Open Space Multi-family Residential
East – Hyland Hills Golf Course and Westminster City Center Marketplace	O1 PUD	Golf Course Office	Golf Course Undeveloped
South – City Open Space and Westfield Subdivision	O1/PUD PUD	Open Space Retail/Commercial	Farmers’ High Line Canal/Open Space Retail Commercial

Site Plan Information

The following site plan information provides a few examples of how the proposals comply with the City’s land development regulations and guidelines; and the criteria contained in Section 11-5-14 and 11-5-15 of the Westminster Municipal Code (attached).

- **Traffic and Transportation:** Three access points are proposed to serve this property. One is a full turn access along 98<sup>th</sup> Avenue; the second is a right-in/right-out only access along Sheridan Boulevard, south of 98<sup>th</sup> Avenue; and the third access is a full turn, signalized access at 96<sup>th</sup> Avenue.

A number of roadway improvements to existing streets are proposed to occur at the time of the development of Hyland Village. These roadway improvements include the following:

1. Two additional lanes on the west side of Sheridan Boulevard adjacent to Hyland Village (one is a third southbound through traffic lane; the second is a continuous acceleration/ deceleration lane).
2. A traffic signal at the intersection of Sheridan Boulevard and 96<sup>th</sup> Avenue.
3. Additional construction of West 98<sup>th</sup> Avenue to the west including the connection of 98<sup>th</sup> Avenue to Westminster Boulevard. A pedestrian underpass would be built under 98<sup>th</sup> Avenue just east of Westminster Boulevard.
4. Construction of a left turn lane from southbound Westminster Boulevard to eastbound 98<sup>th</sup> Avenue.
5. Payment of 25% of the cost of a future traffic signal at 98<sup>th</sup> Avenue and Sheridan Boulevard (to be installed by the City sometime after traffic warrants are met).

In addition to improvements to existing roadways, a strip of land, 40-50 feet in width, along the west edge of the Hyland Village property, will be dedicated to the City for future US 36 right-of-way.

A number of new streets internal to the project are proposed. One of these streets, future Ames Street, will be designed as a “Main Street” for primary access and building frontage for the future mixed use parcel and also for the future “Village Green” space. The vacation of existing right-of-way for 96<sup>th</sup> Avenue is proposed to occur because existing right-of-way does not accommodate the proposed site plan. New right-of-way for 96<sup>th</sup> Avenue will be dedicated at the time of final plat.

- Site Design: The proposed project indicates 111 single family detached units; 165 town homes (in two locations of 51 units and 114 units); 150 multi-family units, and a 3.3 acre mixed use parcel (426 total units). The mixed use parcel could be retail, office, or service combined with residential units. Amended ODPs may vary the number of units, depending on final ODP and building design. However, the number of units cannot exceed the existing Service Commitment allocation for this property. All units, as proposed, are “for sale” units.

The overall site design for the development is shown on both the PDP and ODP, with a higher level of design detail provided for the single family and town home areas. The single family area is in the western half of the site; the two town home areas and the multi-family parcel are in the middle portion of the property. The majority of the Sheridan Boulevard frontage will be public land dedication/open space, with the 3.3 acre mixed use parcel mid-way along Sheridan Boulevard. The building envelope for the mixed use parcel will be adjacent to Ames Street and is proposed to be developed at a pedestrian scale in a “Main Street” character setting. The community building, pool, and private homeowners association park is centrally located.

Amended ODPs will address additional site design and details for this development and the design for the multi-family and mixed use portions of Hyland Village.

Storm drainage and sanitary sewer service for Hyland Village, and construction of 98<sup>th</sup> Avenue, will require licenses across City open space property and easements across private property north of 98<sup>th</sup> Avenue. The sanitary sewer is proposed to be up-sized to accommodate additional capacity desired by City Staff to provide improved sanitary service to other existing neighborhoods. Storm drainage will be piped to minimize impact to the open space north of 98<sup>th</sup> Avenue.

- Landscape Design: Where applicable, the landscape character for Hyland Village will enhance the adjacent natural character of open space. The ODP indicates conceptual landscape design. A landscape buffer is proposed adjacent to US 36 and includes a wall and variety of plant materials to reduce the impact of the adjacent highway. Amended ODPs will further refine the landscape design.

Public Land Dedication/School Land Dedication: The public land dedication requirement for Hyland Village (12.55 acres) is met primarily with on site dedication of 10.88 acres of land for open space and public trails. Open space is provided at the southwest corner of West 98<sup>th</sup> Avenue and Sheridan Boulevard to preserve a view corridor to the mountains. Open space is also provided at the southeast portion of the property to preserve a large number of existing trees. Finally, an open space corridor along the south property line is provided to further enhance and enlarge adjacent City Farmers’ High Line canal open space at this location. The remaining 1.67 acres of required public land dedication will be met with a cash-in-lieu payment of \$290,980 (1.67 acres @ \$174,240/acre) at time of final plat. This dollar amount is determined from City Code requirements using market value of the property.

Jefferson County R1 School District did not indicate a desire for school land dedication from this property so a cash payment of \$191,256 in lieu of land dedication, is required. This dollar amount is determined from City Code requirements using student generation rates, school facility requirements, and an average land cost per acre. Payment is due at time of final plat for each lot.

- **Parks/Trails/Open Space:** The City’s Parks Master Plan does not indicate the location of a public park within this development. The site plan proposes several private outdoor areas and amenities as desired by Westminster’s Design Guidelines for Traditional Mixed Use Neighborhood Development. A 1.7 acre private park, centrally located, will provide a community building and pool for residents of Hyland Village. A half-acre private “Village Green” is located in a manner that it can be an amenity for residents of Hyland Village as well as an enhancement for Ames Street and the adjacent mixed use parcel. Other small, private open space areas within the development will provide additional amenities for future residents. Amended ODPs will address additional design details in this regard.

Public trails will be constructed within this development to provide enjoyment for the future residents as well as the public. A pedestrian underpass will be built to connect the Hyland Village trail system to Hyland Ponds open space north of 98<sup>th</sup> Avenue. A pedestrian trail/bridge is also proposed to be constructed by the developer in order to connect the trails within Hyland Village to the adjacent shopping center- across the Farmers’ High Line Canal and City open space. Exact location and design of this pedestrian link will occur at the time of an Amended ODP.

- **Architecture/Building Materials:** Conceptual architecture is shown for the single family and town home development. Building height within Hyland Village varies - two stories for single family detached; four stories for town homes; four stories over a partial below grade level of parking for the multi-family; and one/two stories for mixed use. Additional design, building elevations, materials and colors will be provided with future amended ODPs.
- **Signage:** A private tract at the corner of 98<sup>th</sup> Avenue and Sheridan Boulevard is proposed for signage and landscaping. Other locations for signage and the design of signs will be determined with Amended ODPs.
- **Lighting:** A decorative, pedestrian scale street light is proposed. Additional light fixtures and details will be provided with Amended ODPs.
- **Variations from Design Guidelines for Traditional Mixed Use Neighborhood Development (TMUND):** Some minor variations from the Design Guidelines for TMUND are proposed. City Staff supports these variations because the general intent of the Design Guidelines will still be able to be maintained.

<b>TMUND Guideline</b>	<b>Variation Proposed</b>	<b>Intent</b>
1. Utility box locations shall be in the rear of the property or easements along the alley	1. If screened in a manner approved by the City, utility box locations may occur at the rear or end of buildings.	1. Prohibit utility locations in the front of units. Minimize visual impact of utilities.
2. Alley design to be crowned with gutter on each side	2. A reverse crown alley.	2. Provide drainage in alley design
3. Single family detached setbacks shall vary along the street frontage	3. Setbacks might not all vary but monotony will be avoided with design variety in porches and front elevations	3. Avoid visual monotony
4. Reduced town home lot depth of 72 ft.; 3 story height; minimum size of rear deck of 8’x15’	4. Reduced lot depth of 66 ft.; 4 story height; two outdoor decks or patios- one a minimum size of 9’x12’ the other a minimum size of 6’x 6-8’	4. Allow smaller lots but provide private, useable outdoor area for each unit.
5. Main Street minimum 54’ right of way	5. Main Street/Ames Street with 53’ right of way	5. Provide minimum drive area, parking, and sidewalk within right of way
6. Single family residential construction requires brick to be the masonry material used along with other siding materials	6. Brick will be used unless, at the time of Amended ODPs, the City approves an alternate high quality masonry material.	6. Ensure a minimum amount of high quality building materials are used

Service Commitment Category

A total of 483 Service Commitments were allocated to this property by City Council in 2004. The proposed plan indicates 426 dwelling units comprised of a variety of housing types. The number of Service Commitments allocated for this development will be more than adequate.

Referral Agency Responses

A copy of the proposed plans was sent to the following agencies: Colorado Department of Transportation (CDOT); Jefferson County School District No. R-1; Colorado Division of Wildlife; Regional Transportation District (RTD); Farmers' High Line Canal and Reservoir Company; Comcast; Qwest; and Xcel Energy. Staff received responses from CDOT, Jeffco R-1, and the Farmers' High Line Canal and Reservoir Company. Their comments regarding the proposed development have been addressed on the PDP and ODP.

Neighborhood Meetings and Public Comments

Two neighborhood meetings were held for this development. The first meeting was held January 24, 2006, for the PDP. Approximately 43 people attended. A second meeting was held on August 3, 2006, for the ODP. Approximately 21 people attended. Public interest in this development has been generally high. Overall the general impression of the public attending these meetings has been positive regarding design of the project. The most common concern has been that of existing and additional traffic volume on Sheridan Boulevard. Many other opinions and varying concerns have been expressed. The applicant has accommodated a number of concerns with the proposed plans.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachments

- Vicinity Map
- Zoning Ordinance
- Exhibit A – Legal Description
- Exhibit B (Zoning Map)
- Criteria and Standards for Land Use Applications

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **1**

SERIES OF 2007

INTRODUCED BY COUNCILLORS

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**A BILL**

**FOR AN ORDINANCE AMENDING THE ZONING OF TWO PARCELS OF LAND  
GENERALLY LOCATED AT THE SOUTHWEST CORNER OF SHERIDAN BOULEVARD  
AND WEST 98TH AVENUE IN SECTION 13, TOWNSHIP 2 SOUTH, RANGE 69 WEST, 6TH  
P.M., JEFFERSON COUNTY, COLORADO FROM O-1 TO PUD.**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

a. That applications for the rezoning of the properties generally located at the southwest corner of Sheridan Boulevard and West 98<sup>th</sup> Avenue, as described in attached Exhibit A, incorporated herein by reference, from the O-1 zone to a P.U.D. zone have been submitted to the City for its approval pursuant to W.M.C. §11-5-2.

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

c. That such application has been referred to the Planning Commission, which body held a public hearing thereon on December 12, 2006, and has recommended approval of the requested amendments.

d. That Council has completed a public hearing on the requested zoning pursuant to the provisions of Chapter 5 of Title XI of the Westminster Municipal Code and has considered the criteria in W.M.C. § 11-5-14.

e. That based on the evidence produced at the public hearing, the proposed PUD zoning complies with all requirements of City Code, including, but not limited to, the provisions of W.M.C §11-5-14, regarding standards for approval of planned unit developments and §11-4-3, requiring compliance with the Comprehensive Land Use Plan.

Section 2. The Zoning District Map of the City is hereby amended by reclassification of the properties, described in attached Exhibit B, from the O-1 zoning district to the PUD District.

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 8<sup>th</sup> day of January, 2007.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 22<sup>nd</sup> day of January, 2007.

ATTEST:

---

Mayor

---

City Clerk

APPROVED AS TO LEGAL FORM:

---

City Attorney's Office

EXHIBIT A

HYLAND VILLAGE

A PARCEL OF LAND SITUATED IN THE SOUTH ONE-HALF OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN MORE FULLY DESCRIBED AS BLOCKS 49, 50, 51, 52, 61, 62, 63 AND 64 OF SEMPER GARDENS EXCEPT THOSE PORTIONS OF BLOCKS 52, 61 AND 62 LYING WITHIN THE DENVER BOULDER TURNPIKE (U.S. 36) AS DESCRIBED IN DEED RECORDED MARCH 1, 1951 IN BOOK 709 AT PAGE 416 AND EXCEPT THAT PORTION OF BLOCKS 49 AND 64 AS CONVEYED TO THE CITY OF WESTMINSTER IN THE DEED RECORDED JULY 29, 1983 AS RECEPTION NO. 83071247 AND RE-RECORDED AUGUST 18, 1983 AS RECEPTION NO. 83078586 AND AUGUST 19, 1983 AS RECEPTION NO. 83079011 AND EXCEPT THAT PORTION OF BLOCKS 51, 52 AND 61 AS CONVEYED TO THE CITY OF WESTMINSTER RECORDED NOVEMBER 20, 2002 AS RECEPTION NO. F1625084 FOR THE OVERPASS OF THE DENVER BOULDER TURNPIKE (U.S. 36) BY WESTMINSTER BLVD., COUNTY OF JEFFERSON, STATE OF COLORADO.

AND

A PARCEL OF LAND LYING IN THE NORTHEAST ¼ OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, IN THE CITY OF WESTMINSTER, COUNTY OF JEFFERSON, STATE OF COLORADO.

AND

THAT VACATED RIGHT OF WAY FOR WEST 96<sup>TH</sup> AVENUE BETWEEN THE EAST RIGHT OF WAY FOR U.S. HIGHWAY 36 AND THE WEST RIGHT OF WAY FOR SHERIDAN BOULEVARD, SITUATED IN THE SOUTH ONE-HALF OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, IN THE CITY OF WESTMINSTER, COUNTY OF JEFFERSON, STATE OF COLORADO.

THE PERIMETER OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST ¼ OF SAID SECTION 24; THENCE NORTH 89°16'56" WEST, A DISTANCE OF 133.43 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTH SHERIDAN BOULEVARD, AS DEFINED BY THAT DOCUMENT RECORDED IN THE PUBLIC RECORDS OF JEFFERSON COUNTY AT RECEPTION NO. 84072575, SAID POINT BEING THE POINT OF BEGINNING;

THENCE THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG THE WESTERLY RIGHT-OF-WAY LINE OF NORTH SHERIDAN BOULEVARD:

1. THENCE SOUTH 00°00'52" EAST, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID BOULEVARD AS DEFINED BY THAT DOCUMENT RECORDED IN THE PUBLIC RECORDS OF JEFFERSON COUNTY AT RECEPTION NO. 84072575, A DISTANCE OF 53.76 FEET;
2. THENCE SOUTH 44°34'41" EAST, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID BOULEVARD AS DEFINED BY THAT DOCUMENT RECORDED IN THE PUBLIC RECORDS OF JEFFERSON COUNTY AT RECEPTION NO. 84072575, A DISTANCE OF 81.02 FEET;
3. THENCE SOUTH 00°15'28" EAST, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID BOULEVARD AS DEFINED BY THAT DOCUMENT RECORDED IN THE PUBLIC RECORDS OF JEFFERSON COUNTY AT RECEPTION NO. 84072575, AND ALONG THE EXTENSION OF SAID LINE, A DISTANCE OF 319.01 FEET;
4. THENCE SOUTH 01°00'46" EAST, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID BOULEVARD, A DISTANCE OF 56.22 FEET TO A POINT ON THE NORTHERLY

RIGHT-OR-WAY LINE OF THE FARMERS HIGHLINE CANAL, AS DEFINED BY THAT DOCUMENT RECORDED IN THE PUBLIC RECORDS OF JEFFERSON COUNTY AT BOOK 147, PAGE 529;

THENCE THE FOLLOWING TWELVE (12) COURSES AND DISTANCES ALONG THE FARMERS HIGHLINE CANAL, AS DEFINED BY THAT DOCUMENT RECORDED IN THE PUBLIC RECORDS OF JEFFERSON COUNTY AT BOOK 147, PAGE 529:

1. THENCE SOUTH 83°58'35" WEST, DEPARTING FROM THE WESTERLY RIGHT-OR-WAY LINE OF SAID BOULEVARD, A DISTANCE OF 60.37 FEET TO THE BEGINNING OF A NON-TANGENT CURVE;
2. THENCE ALONG A CURVE TO THE LEFT, WHOSE DELTA IS 32°54'18", WITH RADIUS OF 160.70 FEET, (CHORD BEARS SOUTH 67°45'20" WEST, 91.03 FEET), A DISTANCE OF 92.29 FEET;
3. THENCE SOUTH 51°09'19" WEST, A DISTANCE OF 90.14 FEET TO THE BEGINNING OF A NON-TANGENT CURVE;
4. THENCE ALONG A CURVE TO THE RIGHT, WHOSE DELTA IS 40°03'28", WITH RADIUS OF 183.04 FEET, (CHORD BEARS SOUTH 71°16'56" WEST, 125.38 FEET), A DISTANCE OF 127.97 FEET TO A POINT OF TANGENCY;
5. THENCE NORTH 88°42'53" WEST, A DISTANCE OF 96.64 FEET TO THE BEGINNING OF A NON-TANGENT CURVE;
6. THENCE ALONG A CURVE TO THE RIGHT, WHOSE DELTA IS 33°04'24", WITH RADIUS OF 167.99 FEET, (CHORD BEARS NORTH 72°10'56" WEST, 95.63 FEET), A DISTANCE OF 96.97 FEET;
7. THENCE NORTH 55°38'04" WEST, A DISTANCE OF 279.67 FEET TO THE BEGINNING OF A NON-TANGENT CURVE;
8. THENCE ALONG A CURVE TO THE LEFT, WHOSE DELTA IS 11°02'12", WITH RADIUS OF 875.65 FEET, (CHORD BEARS NORTH 61°11'21" WEST, 168.41 FEET), A DISTANCE OF 168.67 FEET TO THE BEGINNING OF A NON-TANGENT CURVE;
9. THENCE ALONG A CURVE TO THE LEFT, WHOSE DELTA IS 17°11'07", WITH RADIUS OF 1052.48 FEET, (CHORD BEARS NORTH 75°16'47" WEST, 314.50 FEET), A DISTANCE OF 315.68 FEET;
10. THENCE NORTH 83°45'01" WEST, A DISTANCE OF 43.10 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 24, FROM WHENCE THE EAST 1/16<sup>TH</sup> CORNER COMMON TO SECTIONS 24 AND 13 OF SAID TOWNSHIP, BEARS NORTH 00°00'21" EAST, A DISTANCE OF 285.75 FEET;
11. THENCE NORTH 83°49'03" WEST, A DISTANCE OF 201.33 FEET;
12. THENCE NORTH 81°44'41" WEST, A DISTANCE OF 197.67 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO 36;

THENCE ON A NON-TANGENTIAL CURVE TO THE LEFT, DEPARTING FROM THE NORTHERLY RIGHT-OF-WAY LINE OF SAID CANAL, AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 36, WHOSE DELTA IS 02°52'29", WITH RADIUS OF 5830.00 FEET, (CHORD BEARS NORTH 21°16'27" WEST, 292.48 FEET), A DISTANCE OF 292.51 FEET TO THE POINT OF INTERSECTION OF SAID EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 36 WITH THE SOUTH LINE OF BLOCK 62, SEMPER GARDENS;

THENCE ALONG THE SOUTH LINE OF SAID BLOCK 62, NORTH 89°12'33" WEST, A DISTANCE OF 11.03 FEET, TO THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 36 WITH THE SOUTH LINE OF SAID BLOCK 62 AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, WHOSE DELTA IS 6°14'19", WITH A RADIUS OF 5880.00 FEET, (CHORD BEARS NORTH 26°07'22" WEST, 639.92 FEET), A DISTANCE OF 640.23 FEET, TO THE EASTERLY LINE OF THAT PARCEL DESCRIBED IN DOCUMENT RECORDED AS RECEPTION NO. F1625084.

THENCE THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG THE EASTERLY LINE OF THAT PARCEL DESCRIBED IN DOCUMENT RECORDED AS RECEPTION NO. F1625084:

1. THENCE NORTH 36°05'12" EAST, A DISTANCE OF 209.01 FEET;
2. THENCE NORTH 24°35'02" EAST, A DISTANCE OF 266.88 FEET;
3. THENCE NORTH 00°00'00" EAST, A DISTANCE OF 271.05 FEET TO THE NORTH LINE OF SAID BLOCK 51, SEMPER GARDENS;

THENCE SOUTH 89°20'43" EAST, ALONG THE NORTH LINE OF SAID BLOCK 51, SEMPER GARDENS, A DISTANCE OF 557.32 FEET; THENCE SOUTH 89°19'13" EAST, ALONG THE NORTH LINE OF SAID BLOCK 50, SEMPER GARDENS, A DISTANCE OF 645.36 FEET; THENCE SOUTH 89°19'30" EAST, ALONG THE NORTH LINE OF SAID BLOCK 49, A DISTANCE OF 570.68 FEET TO THE WESTERLY RIGHT OF WAY FOR SHERIDAN BOULEVARD AS DESCRIBED IN DOCUMENT RECORDED AS RECEPTION NO. 83071247;

THENCE THE FOLLOWING TEN (10) COURSES ALONG THE WESTERLY RIGHT OF WAY FOR SHERIDAN BOULEVARD AS DESCRIBED IN DOCUMENT RECORDED AS RECEPTION NO. 83071247:

1. THENCE SOUTH 43°05'00" EAST, A DISTANCE OF 55.31 FEET;
2. THENCE SOUTH 00°40'30" WEST, A DISTANCE OF 330.37 FEET;
3. THENCE SOUTH 00°03'10" WEST, A DISTANCE OF 179.90 FEET;
4. THENCE SOUTH 00°18'00" WEST, A DISTANCE OF 80.38 FEET;
5. THENCE SOUTH 01°07'58" WEST, A DISTANCE OF 81.70 FEET;
6. THENCE SOUTH 00°08'54" EAST, A DISTANCE OF 107.96 FEET;
7. THENCE SOUTH 00°33'34" WEST, A DISTANCE OF 179.99 FEET;
8. THENCE SOUTH 00°05'08" EAST, A DISTANCE OF 210.10 FEET;
9. THENCE SOUTH 44°08'54" WEST, A DISTANCE OF 55.86 FEET;
10. THENCE SOUTH 00°17'28" EAST, A DISTANCE OF 9.26 FEET TO THE SOUTH LINE OF SAID BLOCK 64, SEMPER GARDENS;

THENCE SOUTH 30°03'34" WEST, A DISTANCE OF 34.59 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS A GROSS AREA OF 71.53 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS AND RIGHTS OF WAY OF RECORD.

FOR AND ON BEHALF OF NOLTE ASSOCIATES, INC.

LAINE A. LANDAU, COLORADO P.L.S. 31159  
1901 SHARP POINT DRIVE, SUITE A  
FORT COLLINS, COLORADO 80525  
970.221.2400

## Criteria and Standards for Land Use Applications

### *Comprehensive Land Use Plan Amendments*

- The owner/applicant has “the burden of proving that the requested amendment is in the public good and in compliance with the overall purpose and intent of the Comprehensive Land Use Plan...” (WMC 11-4-16(D.4)).
- Demonstrate that there is justification for the proposed change and that the Plan is in need of revision as proposed;
- Be in conformance with the overall purpose, intent, and policies of the Plan;
- Be compatible with the existing and surrounding land uses; and
- Not result in excessive detrimental impacts to the City’s existing or planned infrastructure systems, or the applicant must provide measures to mitigate such impacts to the satisfaction of the City (Page VI-5 of the CLUP).

### *Approval of Planned Unit Development (PUD), Preliminary Development Plan (PDP) and Amendments to Preliminary Development Plans (PDP)*

11-5-14: STANDARDS FOR APPROVAL OF PLANNED UNIT DEVELOPMENTS, PRELIMINARY DEVELOPMENT PLANS AND AMENDMENTS TO PRELIMINARY DEVELOPMENT PLANS: (2534)

(A) In reviewing an application for approval of a Planned Unit Development and its associated Preliminary Development Plan or an amended Preliminary Development Plan, the following criteria shall be considered:

1. The Planned Unit Development (P.U.D.) zoning and the proposed land uses therein are in conformance with the City's Comprehensive Plan and all City Codes, ordinances, and policies.
2. The P.U.D. exhibits the application of sound, creative, innovative, and efficient planning principles.
3. Any exceptions from standard code requirements or limitations are warranted by virtue of design or special amenities incorporated in the development proposal and are clearly identified on the Preliminary Development Plan.
4. The P.U.D. is compatible and harmonious with existing public and private development in the surrounding area.
5. The P.U.D. provides for the protection of the development from potentially adverse surrounding influences and for the protection of the surrounding areas from potentially adverse influence from within the development.
6. The P.U.D. has no significant adverse impacts upon existing or future land uses nor upon the future development of the immediate area.
7. Streets, driveways, access points, and turning movements are designed in a manner that promotes safe, convenient, and free traffic flow on streets without interruptions and in a manner that creates minimum hazards for vehicles and pedestrian traffic.
8. The City may require rights-of-way adjacent to existing or proposed arterial or collector streets, any easements for public utilities and any other public lands to be dedicated to the City as a condition to approving the PDP. Nothing herein shall preclude further public land dedications as a condition to ODP or plat approvals by the City.
9. Existing and proposed utility systems and storm drainage facilities are adequate to serve the development and are in conformance with overall master plans.
10. Performance standards are included that insure reasonable expectations of future Official Development Plans being able to meet the Standards for Approval of an Official Development Plan contained in section 11-5-15.
11. The applicant is not in default or does not have any outstanding obligations to the City.

(B) Failure to meet any of the above-listed standards may be grounds for denial of an application for Planned Unit Development zoning, a Preliminary Development Plan or an amendment to a Preliminary Development Plan.

***Zoning or Rezoning to a Zoning District Other Than a Planned Unit Development (PUD)***

11-5-3: STANDARDS FOR APPROVAL OF ZONINGS AND REZONINGS: (2534)

(A) The following criteria shall be considered in the approval of any application for zoning or rezoning to a zoning district other than a Planned Unit Development:

1. The proposed zoning or rezoning is in conformance with the City's Comprehensive Plan and all City policies, standards and sound planning principles and practice.
2. There is either existing capacity in the City's street, drainage and utility systems to accommodate the proposed zoning or rezoning, or arrangements have been made to provide such capacity in a manner and timeframe acceptable to City Council.

***City Initiated Rezoning***

(B) The City may initiate a rezoning of any property in the City without the consent of the property owner, including property annexed or being annexed to the City, when City Council determines, as part of the final rezoning ordinance, any of the following:

1. The current zoning is inconsistent with one or more of the goals or objectives of the City's Comprehensive Land Use Plan.
2. The current zoning is incompatible with one or more of the surrounding land uses, either existing or approved.
3. The surrounding development is or may be adversely impacted by the current zoning.
4. The City's water, sewer or other services are or would be significantly and negatively impacted by the current zoning and the property is not currently being served by the City.

***Official Development Plan (ODP) Application***

11-5-15: STANDARDS FOR APPROVAL OF OFFICIAL DEVELOPMENT PLANS AND AMENDMENTS TO OFFICIAL DEVELOPMENT PLANS: (2534)

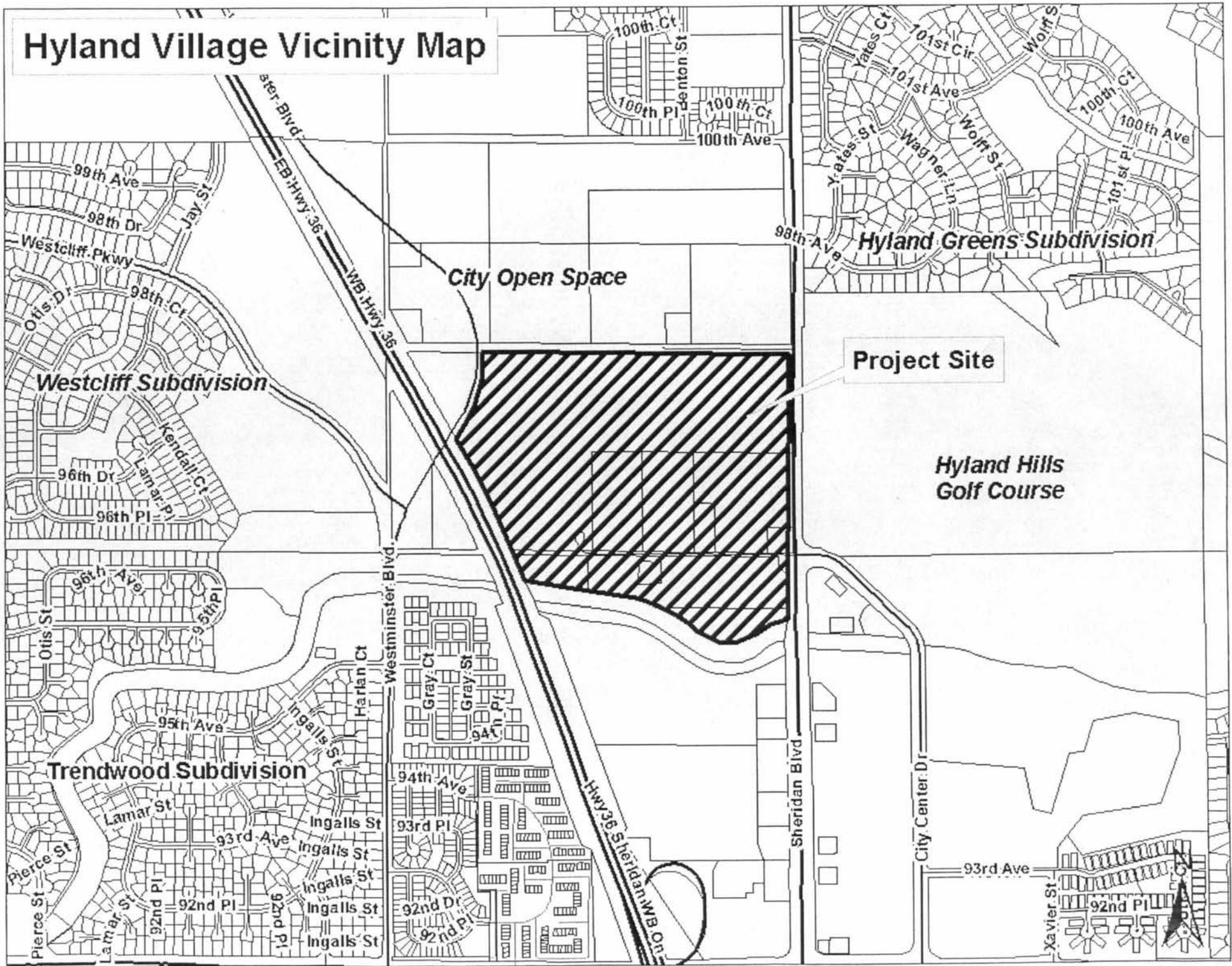
(A) In reviewing an application for the approval of an Official Development Plan or amended Official Development Plan the following criteria shall be considered:

1. The plan is in conformance with all City Codes, ordinances, and policies.
2. The plan is in conformance with an approved Preliminary Development Plan or the provisions of the applicable zoning district if other than Planned Unit Development (PUD).
3. The plan exhibits the application of sound, creative, innovative, or efficient planning and design principles.
4. For Planned Unit Developments, any exceptions from standard code requirements or limitations are warranted by virtue of design or special amenities incorporated in the development proposal and are clearly identified on the Official Development Plan.
5. The plan is compatible and harmonious with existing public and private development in the surrounding area.
6. The plan provides for the protection of the development from potentially adverse surrounding influences and for the protection of the surrounding areas from potentially adverse influence from within the development.
7. The plan has no significant adverse impacts on future land uses and future development of the immediate area.
8. The plan provides for the safe, convenient, and harmonious grouping of structures, uses, and facilities and for the appropriate relation of space to intended use and structural features.

9. Building height, bulk, setbacks, lot size, and lot coverages are in accordance with sound design principles and practice.
10. The architectural design of all structures is internally and externally compatible in terms of shape, color, texture, forms, and materials.
11. Fences, walls, and vegetative screening are provided where needed and as appropriate to screen undesirable views, lighting, noise, or other environmental effects attributable to the development.
12. Landscaping is in conformance with City Code requirements and City policies and is adequate and appropriate.
13. Existing and proposed streets are suitable and adequate to carry the traffic within the development and its surrounding vicinity.
14. Streets, parking areas, driveways, access points, and turning movements are designed in a manner promotes safe, convenient, promotes free traffic flow on streets without interruptions and in a manner that creates minimum hazards for vehicles and or pedestrian traffic.
15. Pedestrian movement is designed in a manner that forms a logical, safe, and convenient system between all structures and off-site destinations likely to attract substantial pedestrian traffic.
16. Existing and proposed utility systems and storm drainage facilities are adequate to serve the development and are in conformance with the Preliminary Development Plans and utility master plans.
17. The applicant is not in default or does not have any outstanding obligations to the City.

(B) Failure to meet any of the above-listed standards may be grounds for denial of an Official Development Plan or an amendment to an Official Development Plan.

# Hyland Village Vicinity Map



City Open Space

Project Site

Hyland Hills Golf Course

Hyland Greens Subdivision

Westcliff Subdivision

Trendwood Subdivision

Westminster Blvd.  
Hwy 36  
99th Ave  
98th Dr  
Jay St  
Westcliff Pkwy  
98th Cr  
Otis Dr  
Kendall Ct  
96th Dr  
Lamar St  
96th Pl  
96th Ave  
Otis St  
95th Pl  
95th Ave  
Ingalls St  
Harlan Ct  
94th Ave  
93rd Pl  
93rd Ave  
Ingalls St  
Ingalls St  
Ingalls St  
Ingalls St  
92nd Pl  
92nd Pl  
92nd Dr  
92nd Pl  
Pierce St  
Lamar St  
92nd Pl  
92nd Pl

100th Ct  
100th Pl  
Denton St  
100th Ct  
100th Ave

101st Cir  
101st Ave  
Wolf St  
100th Ct  
100th Ave  
101st Pl  
Yates St  
Wagner Ln  
Wolf St

Sheridan Blvd

City Center Dr

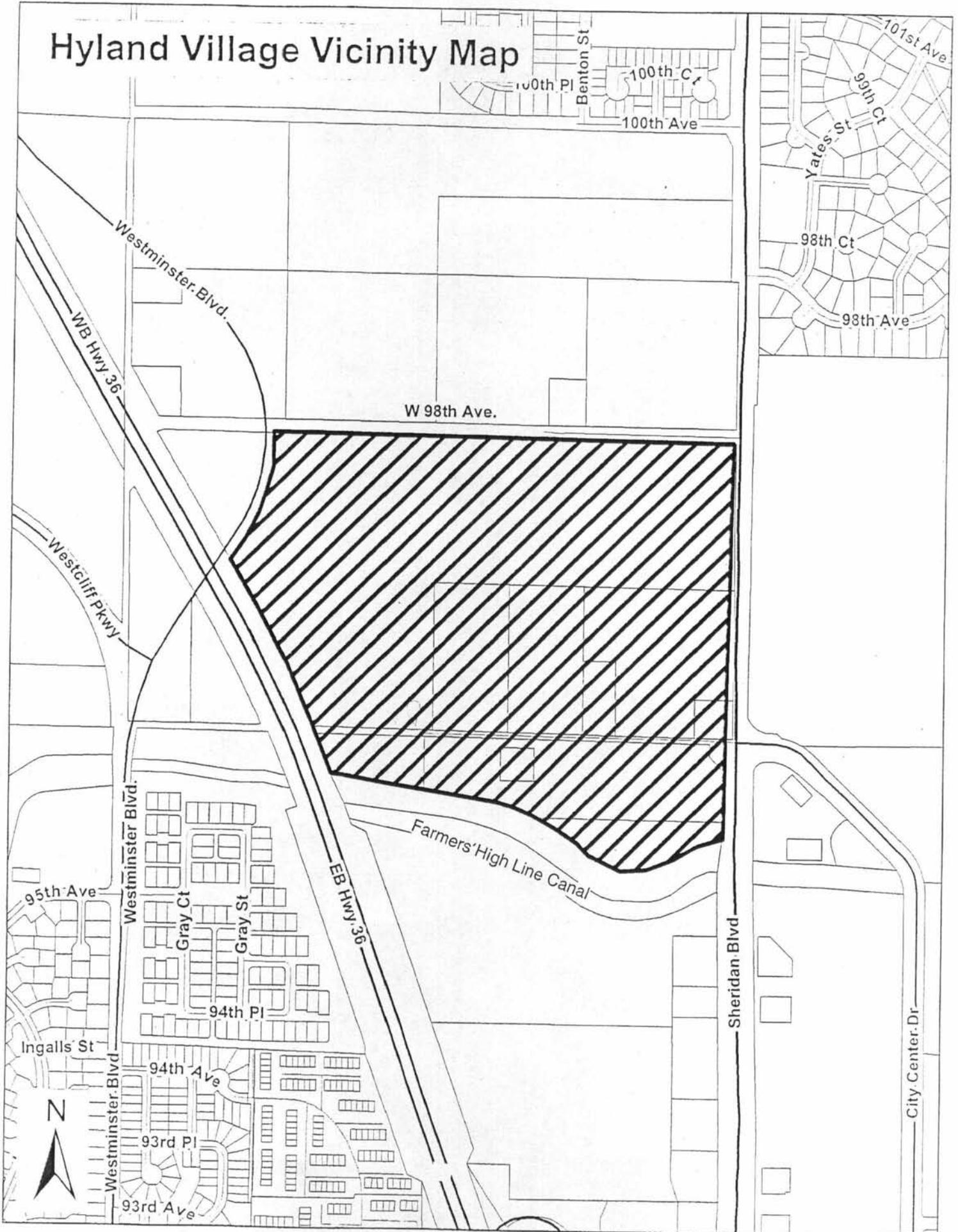
93rd Ave

92nd Pl

Xavier St

EXHIBIT B

# Hyland Village Vicinity Map

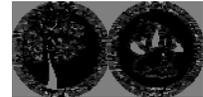




**WESTMINSTER  
COLORADO**

**Agenda Memorandum**

City Council Meeting  
January 8, 2007



**SUBJECT:** Councillor's Bill No. 2 re Rights-of-Way Vacation of West 96<sup>th</sup> Avenue from Sheridan Boulevard to US Highway 36

**Prepared By:** Mikele Wright, Senior Civil Engineer

**Recommended City Council Action**

Pass Councillor's Bill No. 2 on first reading, vacating a portion of West 96<sup>th</sup> Avenue from Sheridan Boulevard to US Highway 36.

**Summary Statement**

- City Council action is requested to pass on first reading the attached Councilor's Bill to vacate West 96<sup>th</sup> Avenue from Sheridan Boulevard to US Highway 36 as shown on the vicinity map. State statute requires that the vacation of all right-of-way and easements be approved by City Council.
- The property owners, Pres E. and Norma Kay Minnick, are requesting the right-of-way vacation since they own all of the property that could be served by a street within this right-of-way.
- No utility easements will need to be obtained since there are no public or private utility lines with the existing right-of-way of W. 96<sup>th</sup> Avenue.
- A legal description of the right-of-way is included in Exhibit A.
- This vacation is associated with the Preliminary Development Plan (PDP) and the Official Development Plan (ODP) for the Hyland Village Subdivision Planned Unit Development (PUD). The PDP and ODP plans will be developed as a Traditional Mixed Use Neighborhood Development, allowing up to 111 single family detached dwelling units, 165 single family attached dwelling units, 150 multi-family dwelling units and 3.32 acres of neighborhood retail.
- City Staff has determined that the subject right-of-way will no longer be needed by the City. New streets will be dedicated with the final plat for the Hyland Village Subdivision that will provide adequate public access to the development and west to Westminster Boulevard.

**Expenditure Required:** \$0

**Source of Funds:** N/A

**Policy Issue**

Shall the City Council vacate the right-of-way, which by state statute must be vacated by an ordinance of the City Council?

**Alternative**

Do not vacate the right-of-way. This alternative is not recommended because the subject portion of the right-of-way is not needed by the City and does not serve the general public.

**Background Information**

There are two companion development plans with this project. The first is a Preliminary Development (PDP) and the second is an Official Development Plan (ODP) for the Hyland Village Subdivision.

Pres E. and Norma Kay Minnick, the property owners, have requested that the above referenced portion of West 96<sup>th</sup> Avenue be vacated. Staff has determined that the subject portion of this street can be vacated since McStain Neighborhoods will be developing the property and dedicating new streets with the development.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachments – Councillor's Bill  
Exhibit A  
Vicinity Map

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **2**

SERIES OF 2007

INTRODUCED BY COUNCILLORS

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**A BILL  
FOR AN ORDINANCE VACATING PORTIONS OF RIGHT-OF-WAY FOR W. 96<sup>TH</sup> AVENUE  
ON PROPERTY OWNED BY PRES E. AND NORMA KAY MINNICK**

WHEREAS, certain rights-of-way were dedicated on the final plat for Semper Gardens Subdivision (Dated April 11, 1893, Book 2, Page 129 and Reception No. 36948), Jefferson County, Colorado; and

WHEREAS, this street right-of-way will not be necessary for the development of the Hyland Village Subdivision; and

WHEREAS, there are no existing utility lines within the right-of-way.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. City Council finds and determines that the public convenience and welfare require the vacation of the right-of-way in Sections 2 hereof.

Section 2. Legal Descriptions for vacation: See legal description in Exhibit A attached hereto and incorporated herein by reference.

Section 3. This ordinance shall take effect on the day following the date of recordation of the final subdivision plat for the Hyland Village PDP in the Jefferson County Clerk and Recorder's Office. The title and purpose of this ordinance shall be published prior to its consideration on second reading.

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

INTRODUCED, PASSED ON FIRST READING AND TITLE AND PURPOSE ORDERED PUBLISHED this 8<sup>th</sup> day January day of, 2007.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 22<sup>nd</sup> day of January, 2007.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
City Attorney's Office

**WEST 96<sup>TH</sup> AVENUE VACATION DESCRIPTION**

A PORTION OF WEST 96<sup>TH</sup> AVENUE BEING WITHIN SEMPER GARDENS AND LYING IN THE SOUTHEAST ¼ OF SECTION 13 AND THE NORTHEAST ¼ OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, IN THE CITY OF WESTMINSTER, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHEAST CORNER OF SAID NORTHEAST ¼ OF SAID SECTION 24 FROM WHENCE THE EAST QUARTER CORNER OF SAID SECTION 24 BEARS SOUTH 00°15'42" EAST, WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO;

THENCE NORTH 89°16'56" WEST, A DISTANCE OF 133.43 FEET TO A POINT ON THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF NORTH SHERIDAN BOULEVARD, AS DEFINED BY THAT DOCUMENT RECORDED IN THE PUBLIC RECORDS OF JEFFERSON COUNTY AT RECEPTION NO. 84072575, AND THE SOUTHERLY RIGHT OF WAY LINE OF SAID WEST 96<sup>TH</sup> AVENUE, AS MONUMENTED BY A FOUND #5 REBAR WITH YELLOW PLASTIC CAP, L.S. 23875, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE NORTH 89°12'03" WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID WEST 96<sup>TH</sup> AVENUE, A DISTANCE OF 1187.12 FEET TO THE EAST 1/16<sup>TH</sup> CORNER ON THE NORTH LINE OF SAID SECTION 24, A FOUND 3 ¼" ALUMINUM CAP, L.S. 23875; THENCE NORTH 89°12'24" WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID WEST 96<sup>TH</sup> AVENUE, A DISTANCE OF 489.49 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT, SAID POINT BEING MONUMENTED BY A FOUND 1" DIAMETER PIPE WITH A 3 ¼" ALUMINUM CAP, CDOT ROW, L.S. 23875; THENCE 32.57 FEET, ALONG THE EASTERLY RIGHT OF WAY OF COLORADO HIGHWAY 36, ALONG THE ARC OF A CURVE HAVING A RADIUS OF 5830.00 FEET, A CENTRAL ANGLE OF 0°19'12", AND BEING SUB-TENDED BY A CHORD WHICH BEARS NORTH 22°33'06" WEST, 32.57 FEET TO THE SOUTH LINE OF BLOCK 62, SEMPER GARDENS; THENCE SOUTH 89°12'31" EAST, ALONG THE SOUTH LINE OF BLOCKS 62 AND 63, SEMPER GARDENS, A DISTANCE OF 1151.23 FEET TO A FOUND #5 REBAR WITH AN ILLEGIBLE ALUMINUM CAP; THENCE SOUTH 89°12'55" EAST, ALONG THE SOUTH LINE OF BLOCK 64, SEMPER GARDENS A DISTANCE OF 555.19 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SHERIDAN BOULEVARD, AS DEFINED BY THAT DOCUMENT RECORDED AS RECEPTION NO. 83071246, SAID POINT BEING MONUMENTED BY A FOUND #5 REBAR WITH RED PLASTIC CAP, L.S. 16847; THENCE SOUTH 30°03'34" WEST, A DISTANCE OF 34.59 FEET TO THE **POINT OF BEGINNING**.

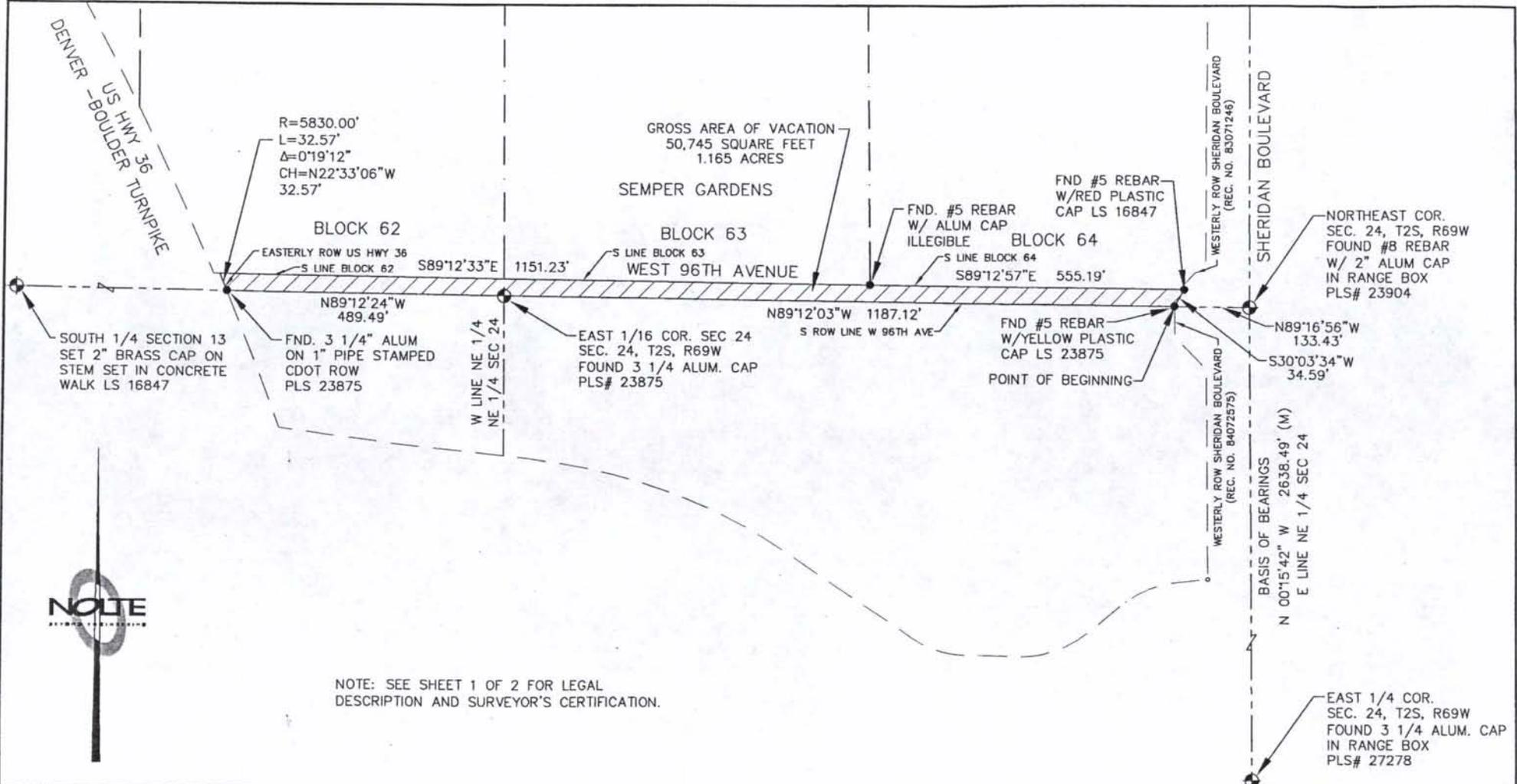
SAID PARCEL CONTAINS A GROSS AREA OF 50,745 SQUARE FEET (1.165 ACRES), MORE OR LESS, SUBJECT TO ALL EASEMENTS AND RIGHTS OF WAY OF RECORD.

BASIS OF BEARINGS: ASSUMED NORTH 00°15'42" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 69 WEST, AS SHOWN ON THE PHASE III SECTION AND QUARTER SECTION MAP PREPARED FOR THE CITY OF WESTMINSTER, SAID LINE BEING MONUMENTED BY A FOUND #8 REBAR WITH A 2" ALUMINUM CAP, L.S. 23904 IN A RANGE BOX AT THE NORTHEAST CORNER OF SAID SECTION 24 AND BY A FOUND 3 ¼" ALUMINUM CAP L.S. 27278 IN A MONUMENT BOX AT THE EAST QUARTER CORNER OF SAID SECTION 24.

FOR AND ON BEHALF OF NOLTE ASSOCIATES, INC.

LAINE A. LANDAU, COLORADO P.L.S. 31159  
1901 SHARP POINT DRIVE, SUITE A  
FORT COLLINS, COLORADO 80525  
970.221.2400

N:\FCB0159\Delv\CITYSCAPE\20050601\W 96th vacation.doc

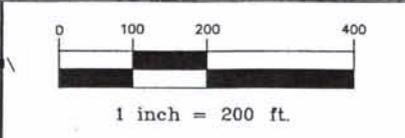


NOTE: SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION AND SURVEYOR'S CERTIFICATION.

XREFS: XREFS.DWG

NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

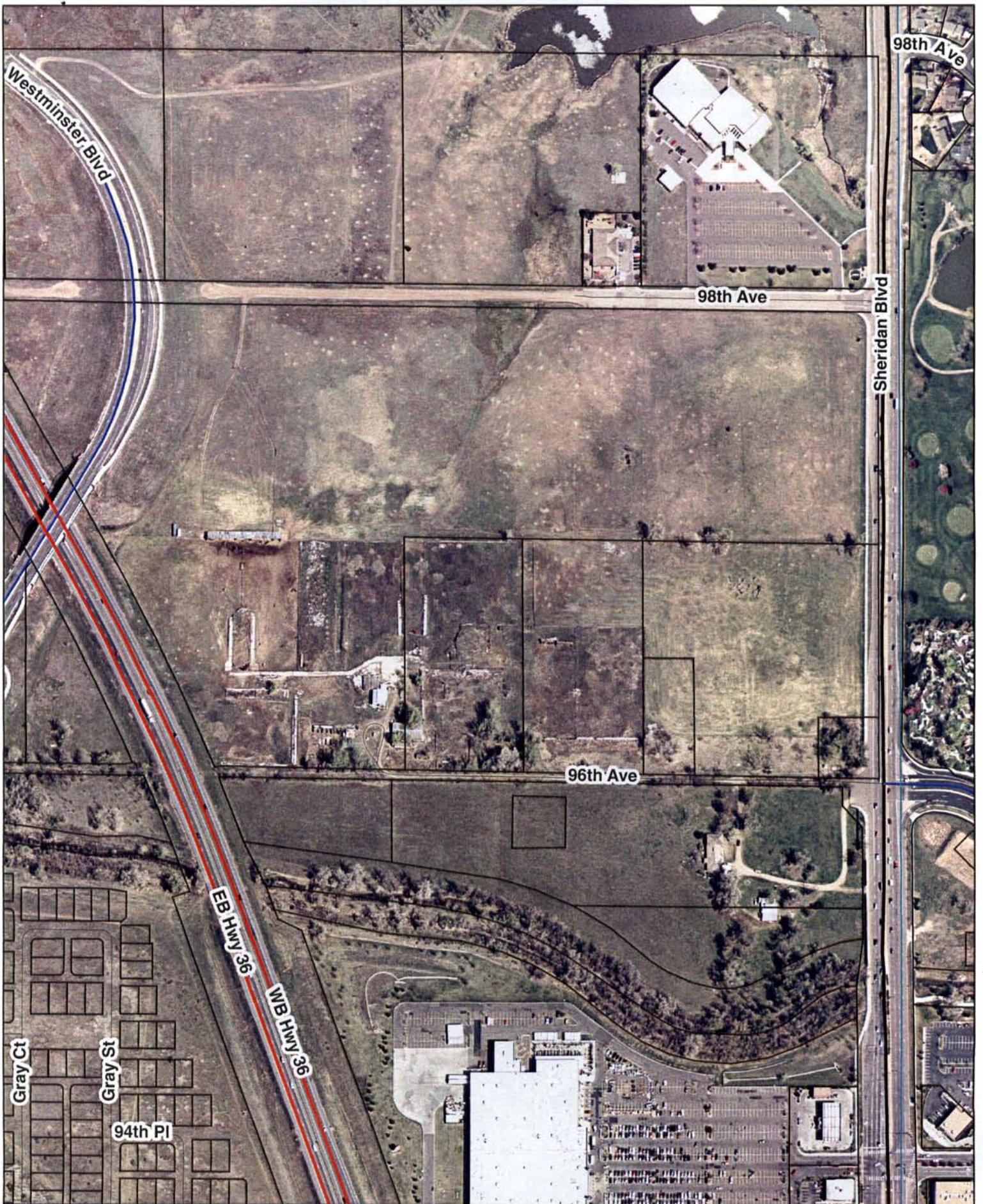
DATE: 12/19/05 TIME: 10:28 a.m.  
 NETWORK: FCSD  
 P:\MFCB0159\Deliv\CITYSCAPE\20050609\  
 DWG NAME: ET-VACATION.DWG  
 PLOT VIEW: PS  
 DESIGNER: LAL MGR: RAW



**EXHIBIT "A"**  
**WEST 96TH AVENUE VACATION**  
**WESTMINSTER, COLORADO**

PREPARED FOR: McStain Neighborhoods      DATE SUBMITTED: 06/02/05

SHEET NUMBER  
**2**  
 OF 2 SHEETS  
 JOB NUMBER  
 FCB0159



# Vacation of W. 96th Avenue

1:4,000



(Local \$CDOTWRK)  
PROJECT BR 0253-192, (15573)  
REGION 6, (RP)

Rev 10/03  
07 HA6 0046  
CMS ID 06-130

### CONTRACT

**THIS CONTRACT** made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between the State of Colorado for the use and benefit of the Colorado Department of Transportation hereinafter referred to as the State and THE CITY OF THORNTON ("Thornton"), 9500 Civic Center Drive, Thornton, Colorado 80229, FEIN: 846009903, and THE CITY OF WESTMINSTER ("Westminster"), 4800 West 92<sup>nd</sup> Avenue, Westminster, Colorado 80031, FEIN: 846000726, each City, individually, hereinafter referred to as "Local Agency" and both Cities, hereinafter referred to as the "Local Agencies." The Three entities shall be collectively referred to as the "Parties."

### **RECITALS**

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project and Local Agency costs in Fund Number 400, Appropriation Code 010, Organization Number 9991, Program 2000, Function 3020 and 3200, Object 2312 1N Phases D and C, Reporting Category 6320, Contract Encumbrance Number 15573, (Contract Encumbrance Amount: \$0.00).
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. Pursuant to 43-2-104.5 C.R.S. as amended, the State may contract with Local Agencies to provide maintenance and construction of highways that are part of the state (or local agency) highway system.
4. The State anticipates a bridge reconstruction project for the 128<sup>th</sup> bridge at I-25 (structure number E-17-HQ) to reconstruct the bridge as a two-lane with sidewalk structure, and by the date of execution of this contract, the Local Agencies and/or the State has completed and submitted a preliminary version of CDOT form #463 describing the general nature of the Work. The Local Agencies understand that, before the Work begins, form #463 may be revised as a result of design changes made by CDOT, in coordination with the Local Agencies, in its internal review process. The Local Agencies desire the State to perform the Work described in form #463, as it may be revised.
5. The Local Agencies desire to add funding to add two additional lanes to the State project thereby modifying the State bridge project to four lanes with a sidewalk.
6. The Local Agencies have made funds available for project BR 0253-192 (15573), which shall consist of the design and construction of the 128<sup>th</sup> bridge structure over Interstate 25, referred to as the

“Project.” The “Work” for this contract shall be for the work desired by the Local Agencies, which is in addition to the original State project. The Work and the Project will be performed in Thornton, Colorado and in Westminster, Colorado, specifically described in Exhibit A.

7. The Local Agencies have funds available and desires to provide 100% of the funding for the Work, and these funds will be provided equally from the Local Agencies.

8. The Parties have estimated the total cost of the work and the Local Agencies are prepared to provide the funding required for the Work, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes each Local Agency to enter into this contract and to expend its funds for the work under the project. A copy of the ordinance or resolution for the City of Thornton is attached hereto and incorporated herein as Exhibit B. A copy of the ordinance or resolution for the City of Westminster is attached hereto and incorporated herein as Exhibit C.

9. This contract is executed under the authority of §§ 29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-144, C.R.S. and Exhibits B and C.

10. The Parties hereto desire to enter into this agreement to establish the division of responsibilities related to the Project as well as the financial commitments for the Work.

**THE PARTIES NOW AGREE THAT:**

**Section 1. Scope of Work**

The Work shall consist of the design and construction of the additional portion of the 128<sup>th</sup> Bridge reconstruction project over I-25 that will add two more lanes to the original State project, in Thornton, Colorado and in Westminster, Colorado, as more specifically described in Exhibit A.

**Section 2. Order of Precedence**

In the event of conflicts or inconsistencies between this contract and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. This contract
2. Exhibit A (Scope of Work)
3. Exhibit D (Contract Modification Tools)
4. Other Exhibits in descending order of their attachment.

**Section 3. Term**

This contract shall be effective upon approval of the State Controller or designee, or on the date made, whichever is later. The term of this contract shall continue through the completion and final acceptance of the Project by the State, FHWA and the Local Agency.

**Section 4. Project Funding Provisions**

A. The Parties have estimated the total cost of the work and the Local Agencies are prepared to provide the funding for the work, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agencies, which expressly authorizes the Local Agencies to enter into this contract and to expend its funds for the project. A copy of this ordinance or resolution is attached hereto and incorporated herein as Exhibit B for the City of Thornton and Exhibit C for the City of Westminster.

B. The estimated total cost of the Work is \$1,644,852.00 which is to be funded as follows:

Local Agency Funds:

City of Thornton	\$ 822,426.00
City of Westminster	<u>\$ 822,426.00</u>
Total Funds:	\$1,644,852.00

Local Agency funds paid in accordance with the terms of this Agreement:

Design

City of Thornton	62,862
City of Westminster	<u>62,862</u>
Total Design Costs	\$125,724

Construction

*City of Thornton	759,564
City of Westminster	<u>759,564</u>
Total Construction Costs	\$1,519,128**

Total Local Agency Costs	\$1,644,852
{Cost of Additional Two Lanes}	

\*The \$500,000 FY 06 Transportation Appropriation Earmark for grade Separations for the City of Thornton shall be applied against the funding provided by the City of Thornton for the Construction portion of the project.

\*\*The City of Thornton shall be responsible for the entire Local Agency costs of construction. Westminster shall reimburse Thornton for its share of the Local Agency construction costs described above in accordance with the provisions of a separate intergovernmental agreement to be entered into between the cities of Thornton and Westminster.

C. The maximum amount payable by the Local Agencies under this contract shall be \$1,644,852.00, unless such amount is increased by an appropriate written modification to this contract executed before any increased cost is incurred. It is understood and agreed by the parties hereto that the total cost of the work stated hereinbefore is the best estimate available, based on the design data as approved at the time of execution of this contract, and that such cost is subject to revisions (in accord with the procedure in the previous sentence) agreeable to the parties prior to bid and award.

D. The parties hereto agree that this contract is contingent upon all funds designated for the project herein being made available from state sources, as applicable. Should these sources fail to provide necessary funds as agreed upon herein, the contract may be terminated by either party, provided that any party terminating its interest and obligations herein shall not be relieved of any obligations which existed prior to the effective date of such termination or which may occur as a result of such termination.

### **Section 5. Project Payment Provisions**

A. The Local Agencies will reimburse the State for incurred costs relative to the project following each Local Agency's review and approval of such charges, subject to the terms and conditions of this contract.

B. If the Local Agencies are to be billed for CDOT incurred costs, the billing procedure shall be as follows:

1. Upon receipt of each bill from the State, the Local Agencies will remit to the State the amount billed no later than 60 days after receipt of each bill. Should the Local Agencies fail to pay moneys due the State within 60 days of demand or within such other period as may be agreed between the parties hereto, the Local Agencies agree that, at the request of the State, the State Treasurer may withhold an equal amount from future apportionment due the Local Agencies from the Highway Users Tax Fund and to pay such funds directly to the State. Interim funds, until the State is reimbursed, shall be payable from the State Highway Supplementary Fund (400).
2. If the Local Agencies fail to make timely payment to the State as required by this section (within 60 days after the date of each bill), the Local Agencies shall pay interest to the State at a rate of one percent per month on the amount of the payment which was not made in a timely manner, until the billing is paid in full. The interest shall accrue for the period from the required payment date to the date on which payment is made.

C. The State will prepare and submit to the Local Agencies, no more than monthly, charges for costs incurred relative to the project. The State's invoices shall include a description of the amounts of services performed, the dates of performance and the amounts and description of reimbursable expenses. The invoices will be prepared in accordance with the State's standard policies, procedures and standardized billing format.

## Section 6. State and Local Agency Commitments

The Local Agency Contract Administration Checklist in Exhibit E describes the Work to be performed and assigns responsibility of that Work to either the Local Agencies or the State. The "Responsible Party" referred to in this contract means the Responsible Party as identified in the Local Agency Contract Administration Checklist in E.

### A. Design [if applicable]

1. If the Work includes preliminary design or final design (the "Construction Plans"), or design work sheets, or special provisions and estimates (collectively referred to as the "Plans"), the responsible party shall comply with the following requirements, as applicable:

- a. perform or provide the Plans, to the extent required by the nature of the Work.
- b. prepare final design (Construction Plans) in accord with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by CDOT.
- c. prepare special provisions and estimates in accord with the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction.
- d. include details of any required detours in the Plans, in order to prevent any interference of the construction work and to protect the traveling public.
- e. stamp the Plans produced by a Colorado Registered Professional Engineer.
- f. provide final assembly of Plans and contract documents.
- g. be responsible for the Plans being accurate and complete.
- h. make no further changes in the Plans following the award of the construction contract except by agreement in writing between the parties. The Plans shall be considered final when approved and accepted by the parties hereto, and when final they shall be deemed incorporated herein.
- i. CDOT shall be responsible for all design aspects of the Work except that the Local Agencies have the authority to direct the architectural design elements of the elevation views of the Overpass resulting in a design compatible with the 136/I-25 overpass.

### B. Construction [if applicable]

1. If the Work includes construction, the responsible party shall perform the construction in accordance with the approved design plans and/or administer the construction all in accord with the Local Agency Contract Administration Checklist. Such administration shall include project inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and

minor contract revisions; processing contractor claims; construction supervision; and meeting the Quality Control requirements of the FHWA/CDOT Stewardship Agreement, as described in the Local Agency Contract Administration Checklist.

2. If the State is the responsible party:

- a. it shall appoint a qualified professional engineer, licensed in the State of Colorado, as the State Agency Project Engineer (SAPE), to perform the administration. The SAPE shall administer the project in accordance with this contract, the requirements of the construction contract and applicable State procedures.
- b. if bids are to be let for the construction of the project, the State shall, in conjunction with the Local Agencies, advertise the call for bids and upon concurrence by the Local Agencies will award the construction contract(s) to the low responsive, responsible bidder(s).
  - (1) in advertising and awarding the bid for the construction of a federal-aid project, the State shall comply with applicable requirements of 23 USC § 112 and 23 CFR Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that the State/contractor shall incorporate Form 1273 in its entirety verbatim into any subcontract(s) for those services as terms and conditions therefore, as required by 23 CFR 633.102(e).
  - (2) the Local Agencies have the option to concur or not concur in the proposal of the apparent low bidder for work on which competitive bids have been received. The Local Agencies must declare its concurrence or non-concurrence within 3 working days after said bids are publicly opened.
  - (3) by indicating its concurrence in such award, the Local Agencies, acting by or through its duly authorized representatives, agrees to provide additional funds, subject to their availability and appropriation for that purpose, if required to complete the Work under this project if no additional federal-aid funds will be made available for the project.
- c. If all or part of the construction work is to be accomplished by State personnel (i.e. by force account), rather than by a competitive bidding process, the State will ensure that all such force account work is accomplished in accordance with the pertinent State specifications and requirements with 23 CFR 635, Subpart B, Force Account Construction.

Any upgrades or redesigns of the Overpass in the future, as well as future capacity improvements, shall seasonably be addressed, among the Parties, under the terms of a formal amendment to this Agreement.

## **Section 7. ROW Acquisition and Relocation**

Prior to this project being advertised for bids, the Responsible Party will certify in writing that all right of way has been acquired in accordance with the applicable State and federal regulations, or that no additional right of way is required.

Any acquisition/relocation activities must comply with all federal and state statutes, regulations, CDOT policies and procedures, 49 CFR Part 24, the government wide Uniform Act regulation, the FHWA Project Development Guide and CDOT's Right of Way Operations Manual.

Allocation of Responsibilities can be as follows:

- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) activities, if any, and right of way incidentals (expenses incidental to acquisition/relocation of right of way – 3114 charges);
- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) but no participation in incidental expenses (3114 charges); or
- No federal participation in right of way acquisition (3111 charges) and relocation activities (3109 expenses).

Regardless of the option selected above, the State retains oversight responsibilities. The Local Agency's and the State's responsibilities for each option is specifically set forth in CDOT's Right of Way Operation Manual. The manual is located at <http://www.dot.state.co.us/DevelopProjects/DesignSupport>.

## **Section 8. Utilities**

If necessary, the Responsible Party will be responsible for obtaining the proper clearance or approval from any utility company, which may become involved in this Project. Prior to this Project being advertised for bids, the Responsible Party will certify in writing that all such clearances have been obtained.

## **Section 9. Railroads**

In the event the Project involves modification of a railroad company's facilities whereby the Work is to be accomplished by railroad company forces, the Responsible Party shall make timely application to the Public Utilities Commission requesting its order providing for the installation of the proposed improvements and not proceed with that part of the Work without compliance. The Responsible Party shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 CFR 646, subpart B, concerning federal-aid projects involving railroad facilities, including:

1. Executing an agreement setting out what work is to be accomplished and the location(s) thereof, and that the costs of the improvement shall be eligible for federal participation.

2. Obtaining the railroad's detailed estimate of the cost of the Work.
3. Establishing future maintenance responsibilities for the proposed installation.
4. Proscribing future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
5. Establishing future repair and/or replacement responsibilities in the event of accidental destruction or damage to the installation.

#### **Section 10. Environmental Obligations**

The State shall perform all Work in accordance with the requirements of the current federal and state environmental regulations including the National Environmental Policy Act of 1969 (NEPA) as applicable.

#### **Section 11. Maintenance Obligations**

Pursuant to §§ 43-2-102, 43-2-103 and 43-2-104.5, C.R.S. as amended, the State shall maintain and operate the improvements constructed under this contract at its own cost and expense during their useful life, in a manner satisfactory to the FHWA.

#### **Section 12. Record Keeping**

The State shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs incurred under this contract. The State shall maintain such records for a period of three (3) years after the date of termination of this contract or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The State shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the Local Agencies and FHWA to inspect the project and to inspect, review and audit the project records.

#### **Section 13. Termination Provisions**

This contract may be terminated as follows:

A. Termination for Convenience. The Parties may terminate this contract at any time the Parties determine that the purposes of the distribution of moneys under the contract would no longer be served by completion of the project. The terminating Party shall effect such termination by giving written notice of termination to the non-terminating Parties and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.

B. Termination for Cause. If, through any cause, any of the Parties should fail to fulfill, in a timely and proper manner, its obligations under this contract, or if any of the Parties should violate any of the covenants, agreements, or stipulations of this contract, the non-violating Party, or Parties, shall thereupon have the right to terminate this contract for cause by giving written notice to the violating Party, or Parties, of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate.

C. Termination Due to Loss of Funding. The parties hereto expressly recognize that the State is to be paid, reimbursed, or otherwise compensated with Local Agency funds which are available to the State for the purposes of contracting for the Work provided for herein, and therefore, the State expressly understands and agrees that all its rights, demands and claims to compensation arising under this contract are contingent upon availability of such funds from the Local Agencies. In the event that such funds or any part thereof are not available to the State, the State may immediately terminate or amend this contract.

Notwithstanding the above, the Local Agencies shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the contract by the Local Agencies, and the State may withhold payment to the Local Agencies for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Local Agencies is determined.

If after such termination it is determined, for any reason, that the violating Party was not in default or that the Party's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the contract had been terminated for convenience, as described herein.

#### **Section 14. Legal Authority**

The Local Agencies warrant that they possess the legal authority to enter into this contract and that they have taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the Local Agencies to its terms. The person(s) executing this contract on behalf of the Local Agencies warrant that such person(s) has full authorization to execute this contract.

#### **Section 15. Representatives and Notice**

The State will provide liaison with the Local Agencies through the State's Region Director, Region 6, 2000 South Holly Street, Denver, Colorado 80222. Said Region Director will also be responsible for coordinating the State's activities under this contract and will also issue a "Notice to Proceed" to the Local Agencies for commencement of the Work. All communications relating to the day-to-day activities for the work shall be exchanged between representatives of the State's Transportation Region 6 and the Local Agencies. All communication, notices, and correspondence shall be addressed to the individuals identified below. Either party may from time to time designate in writing new or substitute representatives.

#### **If to State:**

John Schwab  
CDOT Region 6  
Resident Engineer  
2000 South Holly Street  
Denver, Colorado 80222  
(303) 398-6780

**If to the City of Thornton:**

Eduardo Moreno  
City of Thornton  
Project Manager  
12450 Washington Street, Suite 100  
Thornton, Colorado 80241  
(720) 977- 6272

**If to the City of Westminster:**

Richard M. Kellogg, Jr.  
City of Westminster  
Project Manager  
4800 West 92<sup>nd</sup> Avenue  
Westminster, Colorado 80031  
(303) 430-2400, Ext. 2117

**Section 16. Successors**

Except as herein otherwise provided, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

**Section 17. Third Party Beneficiaries**

It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agencies. Nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agencies that any such person or entity, other than the State or the Local Agencies receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

**Section 18. Governmental Immunity**

Notwithstanding any other provision of this contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

**Section 19. Severability**

To the extent that this contract may be executed and performance of the obligations of the

parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

#### **Section 20. Waiver**

The waiver of any breach of a term, provision, or requirement of this contract shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

#### **Section 21. Entire Understanding**

This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the State Fiscal Rules.

#### **Section 22. Survival of Contract Terms**

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agencies.

#### **Section 23. Modification and Amendment**

This contract is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this contract shall be effective unless agreed to in writing by the Parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.

#### **Section 24. Funding Letters**

The State may allocate more or less funds available on this contract using a Funding Letter substantially equivalent to Exhibit D and bearing the approval of the State Controller or his designee. The funding letter shall not be deemed valid until it shall have been approved by the State Controller or his designee.

#### **Section 25. Disputes**

Except as otherwise provided in this contract, any dispute concerning a question of fact

arising under this contract which is not disposed of by agreement will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agencies mail or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agencies shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agencies shall proceed diligently with the performance of the contract in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

THE CITY OF THORNTON:

STATE OF COLORADO:  
BILL OWENS  
GOVERNOR

**City of Thornton**

Legal Name of Contracting Entity

By \_\_\_\_\_

For Executive Director  
Department of Transportation

**846009903**

Social Security Number or FEIN

\_\_\_\_\_  
Signature of Authorized Officer

Print Name & Title of Authorized Officer

**CORPORATIONS:**

(A corporate seal or attestation is required.)

Attest (Seal) By \_\_\_\_\_

(Corporate Secretary or Equivalent, or Town/City/County Clerk)

**City of Westminster**

Legal Name of Contracting Entity

**846000726**

Social Security Number or FEIN

\_\_\_\_\_  
Signature of Authorized Officer

Print Name & Title of Authorized Officer

**CORPORATIONS:**

(A corporate seal or attestation is required.)

Attest (Seal) By \_\_\_\_\_

(Corporate Secretary or Equivalent, or Town/City/County Clerk)

Effective: August 1, 2005

**FORM 463  
or  
SCOPE OF WORK**

**CITY OF THORNTON  
ORDINANCE  
or  
RESOLUTION**

**CITY OF WESTMINSTER  
ORDINANCE  
or  
RESOLUTION**

**Exhibit D**

<b>COLORADO DEPARTMENT OF TRANSPORTATION</b> <b>FUNDING INCREASE/DECREASE AND APPROVAL LETTER</b> Region: Complete section 1 and submit to CDOT Controller's office.	<b>CONTRACT AUTHORITY:</b> State Controller Policy letter on June 12, 1996 CDOT Controller letter on May 23, 1996
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------

(1) This form to be used for the following contracts/situations only (check the appropriate situation):

<input type="checkbox"/> indefinite quantity, order more/add more	<input type="checkbox"/> utility/railroad, underestimated total cost
<input type="checkbox"/> CDOT construction, sum of CMO's	<input type="checkbox"/> LA construction, underestimated cost
<input type="checkbox"/> CDOT construction, underestimated total cost	<input type="checkbox"/> CDOT consultant, underestimated cost

**SECTION 1 (Region use)**

Date: (2)	Project code (3)		
To: CDOT Controller (FAX #(303) 757-9573 or e-mail CONTROLLER)	Project # (4)		
From: Region # (5)	Office: (5)	Phone # (5)	FAX # (5)

CDOT has executed a contract with: (6)

Address: (6)

FEIN # (6)	Contract routing # (7)	COFRS encumbrance # (indicate PO, SC or PG #) (8)
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Fund (9)	Orgn. (9)	Appro. (9)	Pgrm. (9)	Func. (9)	Object/Sub-obj N/P (9)	GBL (9)	Reporting Catg. (9)	Proj/Sub/Phase (9)
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Original contract amount \$ (10)	Has a Budget Request been processed to cover the contract amount increase? yes no (14)
----------------------------------	-------------------------------------------------------------------------------------------

Previous Funding Letter(s) total \$ (11) <small>(Funding letter #1 thru #__)</small>	Preparer's name (15)  PHONE NO:
-----------------------------------------------------------------------------------------	---------------------------------------

This Funding Letter total \$ (12) #__	Contract Administrator's/Business Manager's Approval (16)  PHONE NO:
------------------------------------------	----------------------------------------------------------------------------

Adjusted contract amount \$ (13)	CDOT Designee Approval (17)
	Local Agency approval (18)

**SECTION 2 (Controller's Office use) (19)**

Total allotment amount \$ (19)	Commission budget \$ (19)
--------------------------------	---------------------------

If construction: <input type="checkbox"/> CE pool elig. (19)	CE charges \$ (19)	Indirect chgs \$ (19)	Adjusted contract amount plus total CE & indirect charges calculation \$ (19)
--------------------------------------------------------------	--------------------	-----------------------	-------------------------------------------------------------------------------

I have reviewed the financial status of the project, organization, grant and have determined that sufficient funds are available to cover this increase, effective as of (19)

State Controller or Delegee (20)	Date (20)
----------------------------------	-----------

**Exhibit E**

**LOCAL AGENCY  
CONTRACT ADMINISTRATION  
CHECKLIST**

**CDOT Form 1243**

Colorado Department of Transportation  
**DESIGN DATA**  
 Metric  English

Page 1

Status:  preliminary  final  revised

Prepared by: John Schwab  
 Revised by:  
 Date: 01/10/2006  
 Submitted by Proj. Mgr: HAJIAGHAEM  
 Date:  
 Approved by Preconstruction Engineer:

Origin Date: 01/10/2006  
 Revise Date:  
 Revision #:  
 Region: 06

Project code: 15573  
 Project number: BR 0253-192  
 PE Project Code  
 PE Project Number

STIP number: DR6548

Project description: I-25: 128TH ST BRIDGE  
 County1: Adams County2: County3:  
 Municipality: Thornton  
 System code: Interstate  
 Oversight: Full Oversight (NHS)  
 Planned length: 1.1

Geographic location:  
 128th Avenue over I-25 on Westminster and Thornton border.

Terrain type:  Level  Plains  Rolling  Urban  Mountainous

Description of proposed construction/improvement (attach map showing site location)  
 Bridge replacement of bridge over I-25 at 128th Avenue.

**1 Traffic** (Note: use columns A, B, and/or C to identify facility described below)

Facility	Current year: -2004 -			Future year: -2026 -			Facility location			
	ADT	DHV	DHV % trucks	ADT	DHV	Industrial	Commercial	Residential	Other	
A I-25 Mainline	68,700	6183	9	120,088	10,808	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B 128th Avenue						<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
C						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

**2 RdwyClass**

RdwyClass	Route	Reftp	Endrefpt	Functional classification	Facility type	Rural code
1.	025A	223.5	224.60	F	Freeway	> 200,000
2.						
3.						

**3 Design Standards** (Identify substandard items with a checkmark in 1st column and clarify in remarks)

	A = I-25 Mainline				B = 128th Avenue				C =			
	Standard	Existing	Proposed	Ultimate	Standard	Existing	Proposed	Ultimate	Standard	Existing	Proposed	Ultimate
<input type="checkbox"/> Surface type		Flexi	Flexi	Flexi		Flexi	Flexi	Flexi				
<input type="checkbox"/> Typical section type		Inter	Inter	Inter		Colle	Colle	Colle				
<input type="checkbox"/> # of travel lanes		6	6	8		2	4					
<input type="checkbox"/> Width of travel lanes		12	12	12		12	12	12				
<input type="checkbox"/> Shoulder wd. lt./median		8/4	8/4	12/12		8	C&G	C&G				
<input type="checkbox"/> Shoulder wd rt./outside		8/4	8/4	12/12		8	C&G	C&G				
<input type="checkbox"/> Side slope dist. ("z")		12	12	12		--	N/A	N/A				
<input type="checkbox"/> Median width		10	10	26		N/A	N/A	16min				
<input type="checkbox"/> Posted speed		65	65	65		40	40	40				
<input type="checkbox"/> Design speed		>75	>75	>75		50	50	50				
<input type="checkbox"/> Max. superelevation		6%	6%	6%		6%	6%	6%				
<input type="checkbox"/> Min. radius		2500	2500	2500		510	510	510				
<input type="checkbox"/> Min. horizontal ssd		820	820	820		360	360	360				
<input type="checkbox"/> Min. vertical ssd		820	820	820		360	360	360				
<input type="checkbox"/> Max. grade		6%	6%	6%		6%	6%	6%				

Project under  1R  3R  4R  Other: \_\_\_\_\_ criteria

Existing guardrail meets current standards:  Yes  No

Variance in minimum design standards required  Yes  No  
 Justification attached  Request to be submitted  
 Bridge (see item 4)  See remarks

Safety project Not all standards addressed

Stage construction

Resurfacing projects  
 Recommendations concerning safety aspects attached

Comments:

**4 Major Structures**

S=to stay, R=to be removed, P=proposed new structure

Structure ID#		Length	Ref. Point	Feature Intersected	Standard Width	Structure Rdwy	Load	Horizontal Clearance	Vertical Clearance	Year Built
E-17-HQ	R	210	224.078	128th Avenue	30				16-6	1962

Proposed treatment of bridges to remain in place (address bridge rail, capacity, and allowable surface thickness)

**5 Project Characteristics (proposed)**

Lighting:  Traffic control signals:  Median type:  depressed  painted  raised  none

Curb and gutter  Curb only  Striping

Sidewalk width = 8'  Bikeway width =  Left-turn slots  continuous width =  Right-turn slots  continuous width =

Parking lane width =  Detours  Signing:  construction  permanent

Landscape requirements: (description) Other: (description)

**6 Right of Way**

	Yes	No	Est. No.
ROW and/or perm. easement required:	<input type="radio"/>	<input checked="" type="radio"/>	_____
Relocation required:	<input type="radio"/>	<input checked="" type="radio"/>	_____
Temporary easement required:	<input type="radio"/>	<input checked="" type="radio"/>	_____
Changes in access:	<input type="radio"/>	<input checked="" type="radio"/>	_____
Changes to connecting roads:	<input type="radio"/>	<input checked="" type="radio"/>	_____

**7 Utilities (list names of known utility companies)**  
 Xcel Energy, Qwest, Comcast Cable, Westminster Water & Sanitation, Thornton Water & Sanitation

**8 Railroad crossings # of crossings:**

	Railroad Name	Agreements required	Present protection	Condition of x'ings
1		<input type="checkbox"/>		
2		<input type="checkbox"/>		
3		<input type="checkbox"/>		
4		<input type="checkbox"/>		

Recommendations:

**9 Environmental**  
 Type: \_\_\_\_\_

Comments:  
 128 initiated 1/13/06

**10 Coordination**

Withdrawn lands (power sites, reservoirs, etc.) cleared through BLM forest service office Irrigation ditch name: \_\_\_\_\_

New traffic ordinance required  Modify schedule of existing ordinance Municipality: \_\_\_\_\_

Other: \_\_\_\_\_

**11 Construction method**

noAdReason:  Design  Local F/A  P.O.  RR F/A  Study  Utility F/A  CDOT F/A  Miscellaneous

Advertised by:  State  Local  None Entity/Agency contact name: \_\_\_\_\_  
 Phone number: \_\_\_\_\_

**12 Remarks (Include additional pages if needed)**

**CITY OF THORNTON  
ORDINANCE  
or  
RESOLUTION**

CITY OF WESTMINSTER  
ORDINANCE  
or  
RESOLUTION

**Exhibit D**

COLORADO DEPARTMENT OF TRANSPORTATION <b>FUNDING INCREASE/DECREASE AND APPROVAL LETTER</b> Region: _____ Complete section 1 and submit to CDOT Controller's office.	<b>CONTRACT AUTHORITY:</b> State Controller Policy letter on June 12, 1996 CDOT Controller letter on May 23, 1996
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 CDOT construction, sum of CMO's                                       LA construction, underestimated cost  
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I have reviewed the financial status of the project, organization, grant and have determined that sufficient funds are available to cover this increase, effective as of \_\_\_\_\_ (19)

State Controller or Delegee (20)	Date (20)
----------------------------------	-----------

Exhibit E

## **LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST**

The following checklist has been developed to ensure that all required aspects of a project approved for Federal funding have been addressed and a responsible party assigned for each task.

After a project has been approved for Federal funding in the Statewide Transportation Improvement Program, the Colorado Department of Transportation (CDOT) Project Manager, Local Agency project manager, and CDOT Resident Engineer prepare the checklist. It becomes a part of the contractual agreement between the Local Agency and CDOT. The CDOT Agreements Unit will not process a Local Agency agreement without this completed checklist. It will be reviewed at the Final Office Review meeting to ensure that all parties remain in agreement as to who is responsible for performing individual tasks.

Exhibit E

COLORADO DEPARTMENT OF TRANSPORTATION			
LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST			
Project No. I-25: 128 <sup>th</sup> Avenue Bridge	STIP No. DR6548	Project Code 15573	Region 06
Project Location I-25 and 128 <sup>th</sup> Avenue			Date May 5, 2006
Project Description Bridge replacement on 128 <sup>th</sup> Avenue over I-25.			
Local Agency Westminster and Thornton		Local Agency Project Manager Dave Downing and Gene Putman	
CDOT Resident Engineer John C. Schwab		CDOT Project Manager	
<b>INSTRUCTIONS:</b>			
This checklist shall be utilized to establish the contract administration responsibilities of the individual parties to this agreement. The checklist becomes an attachment to the Local Agency agreement. Section numbers correspond to the applicable chapters of the <i>CDOT Local Agency Manual</i> .			
The checklist shall be prepared by placing an "X" under the responsible party, opposite each of the tasks. The "X" denotes the party responsible for initiating and executing the task. Only one responsible party should be selected. When neither CDOT nor the Local Agency is responsible for a task, not applicable (NA) shall be noted. In addition, a "#" will denote that CDOT must concur or approve.			
Tasks that will be performed by Headquarters staff will be indicated. The Regions, in accordance with established policies and procedures, will determine who will perform all other tasks that are the responsibility of CDOT.			
The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Local Agency Project Manager, and submitted to the Region Program Engineer. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Local Agency Project Manager, will prepare and distribute a revised checklist.			

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
<b>TIP / STIP AND LONG-RANGE PLANS</b>			
2-1	Review to ensure consistency with STIP and amendments thereto		X
<b>FEDERAL FUNDING OBLIGATION AND AUTHORIZATION</b>			
4-1	Authorize funding by phases (CDOT Form 418 - Federal-aid Program Data. Requires FHWA concurrence/involvement)		X
<b>PROJECT DEVELOPMENT</b>			
5-1	Prepare Design Data - CDOT Form 463		X
5-2	Prepare Local Agency/CDOT Inter-Governmental Agreement (see also Chapter 3)		X
5-3	Conduct consultant selection/execute agreement		X
5-4	Conduct Design Scoping Review meeting		X
5-5	Conduct public involvement		X
5-6	Conduct Field Inspection Review		X
5-7	Conduct environmental processes (may require FHWA concurrence/involvement)		X
5-8	Acquire right-of-way (may require FHWA concurrence/involvement)		X
5-9	Obtain utility and railroad agreements		X
5-10	Conduct Final Office Review		X
5-11	Justify force account work by the Local Agency		X
5-12	Justify proprietary items		X
5-13	Document design exceptions - CDOT Form 464		X
5-14	Prepare plans, specifications and construction cost estimates		X
5-15	Ensure authorization of funds		X

Exhibit E

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
<b>PROJECT DEVELOPMENT CIVIL RIGHTS AND LABOR COMPLIANCE</b>			
6-1	Set Underutilized Disadvantaged Business Enterprise (UBDE) goals for consultant and construction Contracts (CDOT Region EEO/Civil Rights Specialist)		X
6-2	Determine applicability of Davis-Bacon Act This project <input type="checkbox"/> is <input checked="" type="checkbox"/> is not exempt from Davis-Bacon requirements as determined by the functional classification of the project location (Projects located on local roads and rural minor collectors may be exempt.)  _____ John C. Schwab _____ May 5, 2006 CDOT Resident Engineer Date		X
6-3	Set On-the-Job Training goals. Goal is zero if total construction is less than \$1 million (CDOT Region EEO/Civil Rights Specialist)		X
	Ensure the correct Federal Wage Decision, all required Disadvantaged Business Enterprise/On-the-Job Training special provisions and FHWA Form 1273 are included in the Contract (CDOT Resident Engineer)		X
<b>ADVERTISE, BID AND AWARD</b>			
7-1	Obtain approval for advertisement period of less than three weeks		X
7-2	Advertise for bids		X
7-3	Distribute "advertisement set" of plans and specifications		X
7-4	Review worksite and plan details with prospective bidders while project is under advertisement		X
7-5	Open bids		X
7-6	Process bids for compliance		X
	Check CDOT Form 715 - Certificate of Proposed Underutilized DBE Participation when the low bidder meets UDBE goals		X
	Evaluate CDOT Form 718 - Underutilized DBE Good Faith Effort Documentation and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals		X
	Submit required documentation for CDOT award concurrence		X
7-7	Concurrence from CDOT to award		X
7-8	Approve rejection of low bidder		X
7-9	Award Contract		X
7-10	Provide "award" and "record" sets of plans and specifications		X
<b>CONSTRUCTION MANAGEMENT</b>			
8-1	Issue Notice to Proceed to the Contractor		X
8-2	Conduct conferences:		X
	Preconstruction (Appendix B)		X
	Presurvey		X
	• Construction staking		X
	• Monumentation		X
	Partnering (Optional)		X
	Structural Concrete Pre-Pour (Agenda is in CDOT Construction Manual)		X
	Concrete Pavement Pre-Paving (Agenda is in CDOT Construction Manual)		X
	HBP Pre-Paving (Agenda is in CDOT Construction Manual)		X
8-3	Develop and distribute Public Notice of Planned Construction to media and local residents		X
8-4	Supervise construction		X
	A Professional Engineer (PE) registered in Colorado, who will be "in responsible charge of construction supervision."  _____ John C. Schwab _____ 303-398-6780 Local Agency Professional Engineer or Phone number		X

Exhibit E

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
	CDOT Resident Engineer		
	Provide competent, experienced staff who will ensure the Contract work is constructed in accordance with the plans and specifications		X
	Construction inspection and documentation		X
8-5	Approve shop drawings		X
8-6	Perform traffic control inspections		X
8-7	Perform construction surveying		X
8-8	Monument right-of-way		X
8-9	Prepare and approve interim and final Contractor pay estimates		X
	Provide the name and phone number of the person authorized for this task.		
	<u>        </u> n/a <u>        </u>		
	Local Agency Representative <u>                                </u> Phone number <u>                </u>		
8-10	Prepare and approve interim and final utility/railroad billings		X
8-11	Prepare Local Agency reimbursement requests		X
8-12	Prepare and authorize change orders		X
8-13	Approve all change orders		X
8-14	Monitor project financial status		X
8-15	Prepare and submit monthly progress reports		X
8-16	Resolve Contractor claims/disputes		X
8-17	Conduct routine, random project reviews		
	Provide the name and phone number of the person responsible for this task.		X
	<u>John Schwab</u> <u>(303) 398-6780</u>		
	CDOT Resident Engineer <u>                                </u> Phone number <u>                </u>		
<b>MATERIALS</b>			
9-1	Conduct Materials Preconstruction meeting		X
9-2	CDOT Form 250 - Materials Documentation Record		
	• Generate form, which includes determining the minimum number of required tests and applicable material submittals for all materials placed on the project		X
	• Update the form as work progresses		X
	• Complete and distribute form after work is completed		X
9-3	Perform project acceptance samples and tests		X
9-4	Perform laboratory verification tests		X
9-5	Accept manufactured products		X
	Inspection of structural components:		
	• Fabrication of structural steel and pre-stressed concrete structural components		X
	• Bridge modular expansion devices (0" to 6" or greater)		X
	• Fabrication of bearing devices		X
9-6	Approve sources of materials		X
9-7	Independent Assurance Testing (IAT), Local Agency Procedures <input type="checkbox"/> CDOT Procedures <input checked="" type="checkbox"/>		
	• Generate IAT schedule		X
	• Schedule and provide notification		X
	• Conduct IAT		X
9-8	Approve mix designs		
	• Concrete		X
	• Hot bituminous pavement		X
9-9	Check final materials documentation		X
9-10	Complete and distribute final materials documentation		X

Exhibit E

<b>CONSTRUCTION CIVIL RIGHTS AND LABOR COMPLIANCE</b>			
10-1	Fulfill project bulletin board and preconstruction packet requirements		X
10-2	CDOT Form 205 - Sublet Permit Application Review and sign completed CDOT Form 205 for each subcontractor, and submit to EEO/Civil Rights Specialist		X
10-3	Conduct employee interviews. Complete CDOT Form 280 - Equal Employment Opportunity and Labor Compliance Verification		X
10-4	Monitor Disadvantaged Business Enterprise participation to ensure compliance with the "commercially useful function" requirements		X
10-5	Conduct trainee interviews. Complete CDOT Form 200 - OJT Training Questionnaire when project utilizes on-the-job trainees		X
10-6	Check certified payrolls (Contact the Region EEO/Civil Rights Specialists for training requirements.)		X
	Submit FHWA Form 1391 - Highway Construction Contractor's Annual EEO Report		X
<b>FINALS</b>			
11-1	Conduct final project inspection, and complete and submit CDOT Form 1212 - Final Acceptance Report (Resident Engineer with mandatory Local Agency participation.)		X
11-2	Write final project acceptance letter		X
11-3	Advertise for final settlement		X
11-4	Prepare and distribute final As-Constructed plans		X
11-5	Check final quantities, final plans and the final pay estimate		X
11-6	Check material documentation and submit final material certification (see Chapter 9)		X
11-7	Obtain CDOT Form 17 - Contractor DBE Payment Certification from the Contactor and submit to the Resident Engineer		X
11-8	Process final payment		X
11-9	Obtain FHWA Form 47 - Statement of Materials and Labor Used ... from the Contractor		X
11-10	Complete and submit CDOT Form 950 - Project Closure		X
11-11	Retain project records for six years from date of project closure		X
11-12	Retain final version of this checklist and distribute copies		X

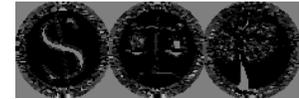
cc: CDOT Resident Engineer/Project Manager  
 CDOT Region Program Engineer  
 CDOT Region EEO/Civil Rights Specialist  
 CDOT Region Materials Engineer  
 CDOT Contracts and Market Analysis Branch  
 Local Agency Project Manager



**WESTMINSTER  
COLORADO**

**Agenda Memorandum**

City Council Meeting  
January 8, 2007



**SUBJECT:** Resolution No. 1 re Intergovernmental Agreement with the Colorado Department of Transportation and the City of Thornton for the Bridge Replacement on West 128<sup>th</sup> Avenue over I-25

**Prepared By:** Richard M. Kellogg, Jr., Senior Projects Engineer

**Recommended City Council Action**

Adopt Resolution No. 1 to authorize the City Manager to execute an Intergovernmental Agreement (IGA) with the Colorado Department of Transportation (CDOT) and the City of Thornton regarding funding, phasing, contract administration, preliminary and final design and construction activities of the proposed Bridge Replacement on West 128<sup>th</sup> Avenue over I-25 Project.

**Summary Statement**

- Despite recent attempts to temporarily repair the deteriorating bridge over I-25 at 128<sup>th</sup> Avenue, CDOT representatives have concluded that the old two-lane wide structure must be demolished and replaced with a new structure.
- CDOT officials have stated that they can only afford to replace the old bridge with a new two-lane wide structure and, if there is any desire for a wider bridge, the adjacent cities of Westminster and Thornton will have to pay for all incremental increases in costs for the design and construction of a wider structure. After much deliberation, the two cities have agreed that it would be detrimental to force citizens of Westminster and Thornton to continue to use a two-lane bridge at this location when current traffic counts indicate that a four-lane facility is needed.
- The proposed IGA recommends splitting the additional design and construction costs evenly between the cities of Westminster and Thornton since both jurisdictions have approximately equal frontages along the project limits. Under the terms of the IGA, the cities of Westminster and Thornton must immediately pay \$62,862 each (\$125,724 total) for the additional design effort. The IGA also states that Thornton will “front” the incremental difference in cost of construction for both cities. Westminster’s obligation to reimburse Thornton for the appropriate share of the construction costs will be the subject of a separate IGA between the two cities. Thornton has agreed to cover Westminster’s portion of the construction costs from future sales tax collections on the east side of I-25 (per the Sales Tax Sharing IGA between the two cities).
- Funds for the City’s share of the additional design work necessary to prepare for the expansion of the bridge from a two-lane structure to a four-lane structure have been approved in the 2006 Capital Improvement Project Fund.
- Staff anticipates that the construction of this project will begin in about July 2007 with completion to occur in early spring 2008.

**Expenditure Required:** \$62,862 (for design costs only)

**Source of Funds:** General Capital Improvement Project Fund

**Policy Issue**

Should the City execute an Intergovernmental Agreement with CDOT and the City of Thornton for the widening of the Bridge Replacement on West 128<sup>th</sup> Avenue over I-25?

**Alternative**

City Council could decide not to execute this IGA with CDOT and the City of Thornton. In that instance, CDOT would construct a new two-lane wide structure over I-25 at the State's cost. Despite the fact that the City Council will commit to the payment of \$62,862 for a share of the additional design effort under the terms of this IGA and in excess of \$750,000 for a share of the additional construction costs under the terms of the separate IGA with Thornton, all of which could be reasonably argued should be the obligation of CDOT, it is recommended that the City Council operate in the best interests of Westminster citizens by approving this IGA to provide a sufficiently wide bridge on 128<sup>th</sup> Avenue over I-25.

**Background Information**

The widening of the 128<sup>th</sup> Avenue Bridge over I-25 is more important with the increased traffic flows along the corridor. The current bridge has two lanes with minimal shoulders on each side, but vehicular traffic volume has exceeded the two-lane design capacity. Both the City of Westminster and the City of Thornton are implementing roadway improvement plans that will widen 128<sup>th</sup> Avenue to a four-lane arterial facility on either side of I-25. Without the widening of the proposed replacement bridge from two to four lanes, the new bridge as proposed by CDOT would create a "bottleneck" and constrict the flow of traffic. Additionally, the existing bridge does not provide sidewalks for pedestrian traffic. It has been projected that about 82 percent of the new Mountain View High School (south of 128<sup>th</sup> Avenue and immediately east of Huron Street) student attendance will be coming from the Thornton side of the bridge. The new bridge will provide six-foot wide sidewalks at a minimum on each side; and by widening the bridge to four lanes, vehicular traffic volumes meet design capacity requirements.

With Council's approval of this IGA, Staff will immediately move forward in participation with CDOT and the City of Thornton to develop plans for construction of the project early next summer.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachments

RESOLUTION

RESOLUTION NO. **1**

INTRODUCED BY COUNCILLORS

SERIES OF 2007

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**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT  
AMONG THE CITY OF WESTMINSTER, CDOT AND THE CITY OF THORNTON FOR THE  
DESIGN, CONSTRUCTION, AND MAINTENANCE OF THE IMPROVEMENTS TO BE  
CONSTRUCTED FOR THE 128<sup>TH</sup> AVENUE BRIDGE REPLACEMENT OVER I-25**

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

WHEREAS, the Agreement commits the parties to design and construct a four-lane bridge on 128<sup>th</sup> Avenue over I-25 to replace the existing two-lane structure; and

WHEREAS, the Agreement defines the financial and operational obligations of the parties.

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

1. The Agreement between the City of Westminster, the Colorado Department of Transportation and the City of Thornton pertaining to the widening from two to four lanes of the 128<sup>th</sup> Avenue Bridge, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.
2. The City Manager is hereby authorized to execute and the City Clerk to attest the attached Agreement.

PASSED AND ADOPTED this 8<sup>th</sup> day of January, 2007.

ATTEST:

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Mayor

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City Clerk

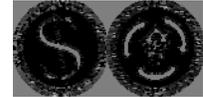


## Agenda Item 11 A

**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
January 8, 2007



**SUBJECT:** Second Reading of Councillor's Bill No. 72 re Sign Code Amendments

**Prepared By:** Steve Smithers, Assistant City Manager  
Marty McCullough, City Attorney

**Recommended City Council Action**

Adopt Councillor's Bill No. 72 on second reading as amended re modifications to the Westminster Municipal Code regarding signage.

**Summary Statement**

- The City's current sign code currently permits election and political signs to be posted for a limited amount of time (45 days) prior to an election. The City Code places restrictions on the size and location of the signs.
- After significant analysis and discussion, Staff is recommending that the sign code be modified to no longer allow any signs in the public right of way or on public property.
- The three key reasons for Staff's recommendation are: 1) Establish a more legally consistent and defensible ordinance; 2) Prevent the damage that is being done by the signs to City irrigation systems and City landscaping; and, 3) Eliminate the visual clutter that is created by the signs and the costs to the City of cleaning up these signs.
- The version of the Councillor's Bill passed on first reading has been amended to add freestanding signs to the Temporary Sign definition. These signs are regulated in the current code and are recommended to be included here.
- City Council passed Councillor's Bill No. 72 on first reading on December 18, 2006.

**Expenditure Required:** \$0

**Source of Funds:** N/A

Respectfully submitted,

J. Brent McFall  
City Manager  
Attachment

BY AUTHORITY

ORDINANCE NO. **3328**

COUNCILLOR'S BILL NO. **72**

SERIES OF 2006

INTRODUCED BY COUNCILLORS  
**Dittman - Kaiser**

**A BILL  
FOR AN ORDINANCE AMENDING THE WESTMINSTER  
MUNICIPAL CODE CONCERNING SIGN REGULATIONS**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. Section 11-11-2, W.M.C., is hereby AMENDED BY REVISING CERTAIN DEFINITIONS CONTAINED THEREIN to read as follows:

**11-11-2: DEFINITIONS:**

~~**Election sign**—Any sign advocating or advertising the election of any candidate for public office or any question upon which a public vote is being taken.~~

~~**Government sign**—Any temporary or permanent sign erected and maintained by the city, county, state, or federal government for traffic direction or for designation of or direction to any school, hospital, historical site, or public service, property, or facility.~~

~~**Political sign**—A temporary sign used in connection with a local, state or national election, issue, or referendum.~~

**PUBLIC PROPERTY** – ANY PROPERTY, REAL OR PERSONAL, OWNED, LEASED OR LICENSED BY THE CITY, COUNTY, STATE OR FEDERAL GOVERNMENT, INCLUDING PUBLIC RIGHTS-OF-WAY, AND FOR WHICH THE RIGHT TO POSSESS AND CONTROL SUCH PROPERTY HAS NOT BEEN LEGALLY SURRENDERED, GRANTED, LICENSED, OR CONVEYED TO A PRIVATE PERSON OR ENTITY.

**Temporary Sign** – A sign constructed of either rigid or non-rigid material, and ~~designed or intended to be~~ PHYSICALLY ATTACHED TO THE GROUND OR ANY IMPROVEMENT THEREON, AND DESIGNED OR INTENDED TO BE SO ATTACHED IMPERMANENTLY ~~displayed~~ for a ~~short~~ LIMITED period of time.

**TRAFFIC CONTROL SIGN** – ANY TEMPORARY OR PERMANENT SIGN ERECTED AND MAINTAINED BY THE CITY, COUNTY, STATE OR FEDERAL GOVERNMENT FOR TRAFFIC DIRECTION OR TRAFFIC CONTROL; DESIGNATING THE LOCATION OF OR PROVIDING DIRECTIONS TO ANY SCHOOL, HOSPITAL, HISTORICAL SITE, OR PUBLIC SERVICE, PROPERTY, OR FACILITY; OR FOR WARNING OR INFORMING PEDESTRIANS OR MOTORISTS OF ANY MATTER RELATED TO THE OPERATION, MAINTENANCE OR CONDITION OF ANY PUBLIC STREET OR PUBLIC RIGHT-OF-WAY.

**WARNING SIGNS** – ANY TEMPORARY OR PERMANENT SIGN FOR WARNING OR INFORMING THE PUBLIC OF ANY HAZARDOUS, DANGEROUS OR UNSAFE CONDITION OF ANY PUBLIC OR PRIVATE PROPERTY.

Section 2. Section 11-11-3, subsection (A), W.M.C., is hereby AMENDED to read as follows:

**11-11-3: GENERAL SIGN PROVISIONS:** (2534 2862)

**(A) Sign Permit Required.** EXCEPT AS OTHERWISE PROVIDED BY SECTION 11-11-4, BELOW, it shall be unlawful for the owner, manager, or occupant, of any property located within the City of Westminster to erect, maintain, or permit the erection or maintenance of any TEMPORARY OR PERMANENT sign on such property without first obtaining a sign permit, ~~unless excepted in Section 11-11-4~~, through the following procedure:

1. An application for a sign permit shall be filed with the Community Development Department and must contain the following information unless waived by the Community Development Director or his/her designee.

(a) An elevation of the proposed sign, drawn to scale, showing the sign that is proposed to be erected and the message that it will carry.

(b) The color scheme and construction materials of the sign.

(c) A plot plan showing the location of the sign on the property. If the sign is to be attached to the face of the building, the elevation shall also show the outline of the building.

2. If after review the City Staff finds the sign to be in conformity with this Code and the Building Code of the City of Westminster and any applicable Official Development Plans, a sign permit shall be issued. If the application is denied, the Community Development Director or his/her designee shall inform the applicant of the reason for denial.

3. An application for a sign permit shall be accompanied by the appropriate fee as required in Section 11-9-3 (E) of this code.

4. Any person installing, structurally altering or relocating a sign for which a permit has been issued shall notify the City upon completion of the work. The City may require a final inspection, including an electrical inspection.

Section 3. Section 11-11-4, subsections (A) and (H)(1) and (H)(3), W.M.C., is hereby AMENDED and NEW SUBSECTION (M) IS ADDED to read as follows:

**11-11-4: SIGNS NOT REQUIRING PERMITS:** (2534 2862) SUBJECT TO THE PROVISIONS OF SECTION 11-11-5, BELOW, ~~the~~ the following signs, which shall be non-illuminated unless specifically stated to the contrary, are permitted in all zoning districts and require no permit for erection ~~unless otherwise prohibited in Section 11-11-5 of this Code.~~

**(A) Public Signs.** Any sign erected by any governmental ~~agency~~ ENTITY IN CONJUNCTION WITH THE CONDUCT OF ANY GOVERNMENTAL PROGRAM, OPERATION OR ACTIVITY, including, but not limited to, federal, state, county and city governments, AND school and recreation districts, ~~but not including private water and sanitary sewer districts. Public signs include temporary or permanent signs erected by public utility companies or construction companies to warn of danger or hazardous conditions, including signs indicating the present of underground cables, gas lines and similar devices.~~

**(H) Directional Signs.**

(3) Off Premises Informational Directional Sign. A single or double-faced sign designed to give direction to a church, school, philanthropic organization, or similar use of a non-retail or business nature. Sign may contain only name of organization, direction, and number of blocks. Sign shall be metal, no more than two (2) square feet, and shall be mounted on minimum two inch (2") square steel pole. Bottom of sign shall be a minimum of seven (7) feet above grade. ~~Such signs may be located in the right of way.~~ No more than five such signs shall be permitted for each individual organization.

**(M) NON-COMMERCIAL SIGNS.** A SIGN CONTAINING POLITICAL, RELIGIOUS, OR OTHER NONCOMMERCIAL SPEECH, AS DEFINED BY APPLICABLE FEDERAL AND STATE COURT OPINIONS.

- (1) PERMITTED IN ALL ZONE DISTRICTS.
- (2) MAXIMUM AREA FIFTY (50) SQUARE FEET IN ZONES T1, C1, C2, M1 AND O1 AND IN NON-RESIDENTIAL AREAS OF PLANNED UNIT DEVELOPMENTS; SIX (6) SQUARE FEET IN ALL OTHER ZONES AND IN RESIDENTIAL AREAS OF PLANNED UNIT DEVELOPMENTS.
- (3) MAXIMUM HEIGHT – SIX FEET (6’).
- (4) NO LIMITATION IN NUMBER.
- (5) NOTHING IN THIS SUBSECTION (M) SHALL BE APPLIED IN A MANNER THAT RESULTS IN A NON-COMMERCIAL SIGN BEING TREATED IN A LESS FAVORABLE OR MORE RESTRICTIVE MANNER THAN AN AUTHORIZED COMMERCIAL SIGN IN THE SAME ZONING DISTRICT.

(N) **BUS SHELTER SIGNS.** ANY SIGNS WHICH ARE INCORPORATED INTO A SHELTER FOR THE PUBLIC’S USE OF ANY PUBLIC TRANSPORTATION SYSTEMS PURSUANT TO AGREEMENT OR LEASE WITH THE CITY.

Section 4. Section 11-11-5, W.M.C., is hereby AMENDED to read as follows:

**11-11-5: PROHIBITED SIGNS:** (2534 2862 2983 3018) NOTWITHSTANDING ANY PROVISION IN THIS CHAPTER TO THE CONTRARY, ~~the~~ the following types of signs are prohibited in all districts:

~~(B) Signs Within Public Right Of Way. Any sign erected upon or over the public right of way of any street, roadway, or alley with the exception of those signs erected by a governmental entity, Signs erected in accordance with Sections 11-11-4 (A), 11-11-6 (C) and 11-11-7 (G), and those instances where existing buildings are contiguous with the right of way and a sign is to be attached to said building.~~

(B) ANY PERMANENT OR TEMPORARY SIGN ON OR OVER ANY PUBLIC PROPERTY, EXCEPT PUBLIC SIGNS AS DEFINED IN SECTION 11-11-4(A), AND TRAFFIC CONTROL SIGNS AND WARNING SIGNS AS DEFINED IN SECTION 11-11-2.

Section 5. Section 11-11-6, subsection (C), W.M.C., is hereby DELETED IN ITS ENTIRETY:

**11-11-6: TEMPORARY SIGNS REQUIRING PERMITS:** (2534 2862)

~~(C) Election and Political Signs.~~

- ~~1. Permitted in all zone districts.~~
- ~~2. Characteristics: A sign advocating or advertising the election of any candidate for public office or any question upon which a public vote is being taken.~~
- ~~3. Maximum Area Fifty (50) square feet in Zones T1, C1, C2, M1 and O1 and portions of Planned Unit Developments with comparable uses; six (6) square feet in all other zones and portions of Planned Unit Developments with residential uses~~
- ~~3. Maximum Height Six feet (6’).~~
- ~~4. Limitation in Number No limitation.~~
- ~~6. A permit application for an election sign must include name, address and phone number of person responsible for maintenance and removal of signs.~~
- ~~7. Restrictions, Additions, Clarifications, and Exceptions:~~
  - ~~(a) Such signs shall not be erected more than forty five (45) days before an election. All election signs shall be removed within ten (10) days following an election.~~
  - ~~(b) Election signs may be located in City right of way provided:~~
    - ~~(i) They do not block or otherwise interfere with traffic visibility;~~
    - ~~(ii) They are not located within fifty feet (50’) of an intersection;~~
    - ~~(iii) They do not exceed three (3) square feet in area.~~

~~Within any City right of way, no single candidate or issue sign may be located within 50 feet of any other sign for the same candidate or issue.~~

Section 6. Section 11-11-7, subsection (G)(3), W.M.C., is hereby AMENDED to read as follows:

**11-11-7: PERMANENT SIGNS REQUIRING PERMITS:**

**(G) Off-Site Commercial Development Directional Signs:**

(3) Location: Such signs shall be permitted ~~within the public rights of way adjacent to the regional shopping center or~~ next to the private drives within the center with written permission of the owner of the parcel ~~within the regional shopping center~~, for the sole purpose of directing vehicular traffic through the regional shopping center. All such signs shall be located outside the required sight distance triangles.

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

Section 8. The title and purpose of this ordinance shall be published prior to its consideration on second reading. The full text of this ordinance shall be published within ten (10) days after its enactment after second reading.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 18th day of December, 2006.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 8th day of January, 2007.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
City Attorney

BY AUTHORITY

ORDINANCE NO. **3328**

COUNCILLOR'S BILL NO. **72**

SERIES OF 2006

INTRODUCED BY COUNCILLORS  
**Dittman- Kaiser**

**A BILL  
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Section 7. This ordinance shall take effect upon its passage after second reading.

Section 8. The title and purpose of this ordinance shall be published prior to its consideration on second reading. The full text of this ordinance shall be published within ten (10) days after its enactment after second reading.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 18th day of December, 2006.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 8th day of January, 2007.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
City Attorney



**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
January 8, 2007



**SUBJECT:** Second Reading of Councillor’s Bill No. 73 re Supplemental Appropriation for Sheridan Boulevard

**Prepared By:** John Burke, Senior Engineer

**Recommended City Council Action**

Pass Councillor’s Bill No. 73 on second reading providing for supplementary appropriations to the 2006 budget of the Sheridan Boulevard at 72<sup>nd</sup> Avenue Project in the General Capital Improvement Fund.

**Summary Statement**

- During the public hearings for the redevelopment of the Shoenberg Shopping Center located at the southwest corner of 72<sup>nd</sup> Avenue and Sheridan Boulevard, the City committed to reinvesting a portion of the sales and property tax revenues generated by the South Sheridan Urban Renewal Area to street and wall improvements.
- One such reinvestment of these tax dollars is the proposed widening and realignment of Sheridan Boulevard in this vicinity. Generally, these improvements will result in a six lane street section with auxiliary lanes from approximately 69<sup>th</sup> Avenue to 74<sup>th</sup> Avenue, raised medians in Sheridan Boulevard, a landscaped area and detached sidewalk on the east side of Sheridan Boulevard between 70<sup>th</sup> and 72<sup>nd</sup> Avenues, intersection improvements at 72<sup>nd</sup> Avenue to allow double left hand turns in every direction and brick walls along certain portions of the right-of-way lines of the streets.
- Preliminary estimates for these improvements indicate that the work will cost between \$4 million and \$5.5 million. The City’s share of the project expenses will ultimately be paid from the tax increment revenues generated from the redevelopment of this area. Initially, however, WEDA will issue bonds to pay for the design and construction.
- A cash-in-lieu contribution of \$1,232,084 is required from Wal-Mart, the developer of the Shoenberg Shopping Center site, to pay their portion of the design and construction of these needed road improvements and is due upon platting of the property. This figure, which is based upon the current, preliminary cost estimate, represents the normal share of a developer’s obligation for adjacent arterial street improvements as defined by the City Code. Additionally, Wal-Mart has already dedicated a larger than normally required parcel of their land for right-of-way to allow Sheridan Boulevard to be shifted significantly to the west and away from the residences that abut the east side of the street.
- The purpose of this Bill is to appropriate the developer’s estimated share of \$1,232,084 into the Sheridan Boulevard at 72<sup>nd</sup> Avenue Widening Project in the General Capital Improvement Fund (GCIF). These funds are anticipated to be received from Wal-Mart in the next 30 days.
- This Councillor’s Bill was passed on first reading on December 18, 2006.

**Expenditure Required:** \$1,232,084 in estimated payments from Wal-Mart to the City  
**Source of Funds:** Developer’s share of cash-in-lieu of construction for Sheridan Boulevard

Respectfully submitted,

J. Brent McFall  
City Manager  
Attachment

BY AUTHORITY

ORDINANCE NO. **3329**

COUNCILLOR'S BILL NO. **73**

SERIES OF 2006

INTRODUCED BY COUNCILLORS  
**Major - Dittman**

**A BILL**

**FOR AN ORDINANCE AMENDING THE 2006 BUDGET FOR THE SHERIDAN BOULEVARD  
AT 72<sup>ND</sup> AVENUE PROJECT AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION  
FROM THE 2006 ESTIMATED REVENUES.**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2006 appropriation for the Sheridan Boulevard at 72<sup>nd</sup> Avenue project is hereby increased by \$1,232,084 which, when added to the existing balance will equal \$1,232,084. The appropriation is due to the receipt of the cash-in-lieu contributions from Wal-Mart for their portion of Sheridan Boulevard improvements.

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Wal-Mart's Cash-in-lieu		\$0	\$1,232,084	\$1,232,084
Total Change to Revenues			<u>\$1,232,084</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Sheridan Blvd. Project	80675030203.80400.8888	\$0	\$1,232,084	\$1,232,084
Total Change to Expenses			<u>\$1,232,084</u>	

Section 2. – Severability. The provisions of this Ordinance shall be considered as severable. If any section, paragraph, clause, word, or any other part of this Ordinance shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, such part shall be deemed as severed from this ordinance. The invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect the construction or enforceability of any of the remaining provisions, unless it is determined by a court of competent jurisdiction that a contrary result is necessary in order for this Ordinance to have any meaning whatsoever.

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 18th day of December, 2006.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 8th day of January, 2007.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

## Summary of Proceedings

Summary of proceedings of the regular meeting of the Westminster City Council held Monday, January 8, 2007. Mayor McNally, Mayor Pro Tem Kauffman, and Councillors Dittman, Kaiser, Lindsey, Major, and Price were present at roll call.

The minutes of the December 18, 2006 regular meeting were approved.

Council recognized four Open Space Volunteers who have been with the volunteer program since its inception in 1996.

Council approved the following: Designate the bulletin board in the lobby of City Hall and the City of Westminster website as the location for posting public notices of official meetings; 2007 Crackseal Project Contract; 2007 Local Sewer Line Replacement Program Contract; Public Art Acquisition Contract with David Govedare for two pieces of public art to be installed at 136th Avenue and Orchard Parkway; Hyland Village PDP; Hyland Village ODP; final passage of Councillor's Bill No. 72 re sign code amendments; and final passage of Councillor's Bill No. 73 re supplemental appropriations to the 2006 budget for Sheridan Boulevard at 72nd Avenue project.

Council conducted a public hearing re the Hyland Village development plan at the southwest corner of West 98th Avenue and Sheridan Boulevard.

Council adopted Resolution No. 1 re IGA with CDOT and the City of Thornton for the bridge replacement on West 128th Avenue over I-25.

The following Councillors' Bills were passed on first reading:

**A BILL FOR AN ORDINANCE AMENDING THE ZONING OF TWO PARCELS OF LAND GENERALLY LOCATED AT THE SOUTHWEST CORNER OF SHERIDAN BOULEVARD AND WEST 98TH AVENUE IN SECTION 13, TOWNSHIP 2 SOUTH, RANGE 69 WEST, 6TH P.M., JEFFERSON COUNTY, COLORADO FROM O-1 TO PUD.** Purpose: Rezone the Hyland Village property from O-1 (Open) to Planned Unit Development (PUD).

**A BILL FOR AN ORDINANCE VACATING PORTIONS OF RIGHT-OF-WAY FOR WEST 96TH AVENUE ON PROPERTY OWNED BY PRES E. AND NORMA KAY MINNICK.** Purpose: Vacate a portion of West 96th Avenue from Sheridan Boulevard to US Highway 36.

The meeting adjourned at 8:45 p.m.

By Order of the Westminster City Council  
Carla Koeltzow, Deputy City Clerk  
Published in the Westminster Window on January 18, 2007

BY AUTHORITY

ORDINANCE NO. 3328  
SERIES OF 2006

COUNCILLOR'S BILL NO. 72  
INTRODUCED BY COUNCILLORS  
Dittman- Kaiser

**A BILL FOR AN ORDINANCE AMENDING THE WESTMINSTER  
MUNICIPAL CODE CONCERNING SIGN REGULATIONS**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. Section 11-11-2, W.M.C., is hereby AMENDED BY REVISING CERTAIN DEFINITIONS CONTAINED THEREIN to read as follows:

**11-11-2: DEFINITIONS:**

~~**Election sign**— Any sign advocating or advertising the election of any candidate for public office or any question upon which a public vote is being taken.~~

~~**Government sign**— Any temporary or permanent sign erected and maintained by the city, county, state, or federal government for traffic direction or for designation of or direction to any school, hospital, historical site, or public service, property, or facility.~~

~~**Political sign**— A temporary sign used in connection with a local, state or national election, issue, or referendum.~~

**PUBLIC PROPERTY** – ANY PROPERTY, REAL OR PERSONAL, OWNED, LEASED OR LICENSED BY THE CITY, COUNTY, STATE OR FEDERAL GOVERNMENT, INCLUDING PUBLIC RIGHTS-OF-WAY, AND FOR WHICH THE RIGHT TO POSSESS AND CONTROL SUCH PROPERTY HAS NOT BEEN LEGALLY SURRENDERED, GRANTED, LICENSED, OR CONVEYED TO A PRIVATE PERSON OR ENTITY.

~~**Temporary sign** – A sign constructed of either rigid or non-rigid material, and designed or intended to be PHYSICALLY ATTACHED TO, OR FREESTANDING ON, THE GROUND OR ANY IMPROVEMENT THEREON, AND DESIGNED OR INTENDED TO BE SO ATTACHED OR FREESTANDING IMPERMANENTLY displayed for a short~~ **LIMITED** period of time.

**TRAFFIC CONTROL SIGN** – ANY TEMPORARY OR PERMANENT SIGN ERECTED AND MAINTAINED BY THE CITY, COUNTY, STATE OR FEDERAL GOVERNMENT FOR TRAFFIC DIRECTION OR TRAFFIC CONTROL; DESIGNATING THE LOCATION OF OR PROVIDING DIRECTIONS TO ANY SCHOOL, HOSPITAL, HISTORICAL SITE, OR PUBLIC SERVICE, PROPERTY, OR FACILITY; OR FOR WARNING OR INFORMING PEDESTRIANS OR MOTORISTS OF ANY MATTER RELATED TO THE OPERATION, MAINTENANCE OR CONDITION OF ANY PUBLIC STREET OR PUBLIC RIGHT-OF-WAY.

**WARNING SIGNS** – ANY TEMPORARY OR PERMANENT SIGN FOR WARNING OR INFORMING THE PUBLIC OF ANY HAZARDOUS, DANGEROUS OR UNSAFE CONDITION OF ANY PUBLIC OR PRIVATE PROPERTY.

Section 2. Section 11-11-3, subsection (A), W.M.C., is hereby AMENDED to read as follows:

**11-11-3: GENERAL SIGN PROVISIONS:** (2534 2862)

**(A) Sign Permit Required.** EXCEPT AS OTHERWISE PROVIDED BY SECTION 11-11-4, BELOW, it shall be unlawful for the owner, manager, or occupant, of any property located within the City of Westminster to erect, maintain, or permit the erection or maintenance of any TEMPORARY OR PERMANENT sign on such property without first obtaining a sign permit, ~~unless excepted in Section 11-11-4,~~ through the following procedure:

1. An application for a sign permit shall be filed with the Community Development Department and must contain the following information unless waived by the Community Development Director or his/her designee.

(a) An elevation of the proposed sign, drawn to scale, showing the sign that is proposed to be erected and the message that it will carry.

(b) The color scheme and construction materials of the sign.

(c) A plot plan showing the location of the sign on the property. If the sign is to be attached to the face of the building, the elevation shall also show the outline of the building.

2. If after review the City Staff finds the sign to be in conformity with this Code and the Building Code of the City of Westminster and any applicable Official Development Plans, a sign permit shall be issued. If the application is denied, the Community Development Director or his/her designee shall inform the applicant of the reason for denial.

3. An application for a sign permit shall be accompanied by the appropriate fee as required in Section 11-9-3 (E) of this code.

4. Any person installing, structurally altering or relocating a sign for which a permit has been issued shall notify the City upon completion of the work. The City may require a final inspection, including an electrical inspection.

Section 3. Section 11-11-4, subsections (A) and (H)(1) and (H)(3), W.M.C., is hereby AMENDED and NEW SUBSECTION (M) IS ADDED to read as follows:

**11-11-4: SIGNS NOT REQUIRING PERMITS:** (2534 2862) SUBJECT TO THE PROVISIONS OF SECTION 11-11-5, BELOW, ~~the following signs, which shall be non-illuminated unless specifically stated to the contrary, are permitted in all zoning districts and require no permit for erection unless otherwise prohibited in Section 11-11-5 of this Code.~~

(A) **Public Signs.** Any sign erected by any governmental ~~agency~~ ENTITY IN CONJUNCTION WITH THE CONDUCT OF ANY GOVERNMENTAL PROGRAM, OPERATION OR ACTIVITY, including, but not limited to, federal, state, county and city governments, AND school and recreation districts, ~~but not including private water and sanitary sewer districts. Public signs include temporary or permanent signs erected by public utility companies or construction companies to warn of danger or hazardous conditions, including signs indicating the present of underground cables, gas lines and similar devices.~~

(H) **Directional Signs.**

(3) Off Premises Informational Directional Sign. A single or double-faced sign designed to give direction to a church, school, philanthropic organization, or similar use of a non-retail or business nature. Sign may contain only name of organization, direction, and number of blocks. Sign shall be metal, no more than two (2) square feet, and shall be mounted on minimum two inch (2") square steel pole. Bottom of sign shall be a minimum of seven (7) feet above grade. ~~Such signs may be located in the right-of-way.~~ No more than five such signs shall be permitted for each individual organization.

(M) **NON-COMMERCIAL SIGNS.** A SIGN CONTAINING POLITICAL, RELIGIOUS, OR OTHER NONCOMMERCIAL SPEECH, AS DEFINED BY APPLICABLE FEDERAL AND STATE COURT OPINIONS.

(1) PERMITTED IN ALL ZONE DISTRICTS.

(2) MAXIMUM AREA FIFTY (50) SQUARE FEET IN ZONES T1, C1, C2, M1 AND O1 AND IN NON-RESIDENTIAL AREAS OF PLANNED UNIT DEVELOPMENTS; SIX (6) SQUARE FEET IN ALL OTHER ZONES AND IN RESIDENTIAL AREAS OF PLANNED UNIT DEVELOPMENTS.

(3) MAXIMUM HEIGHT – SIX FEET (6’).

(4) NO LIMITATION IN NUMBER.

(5) NOTHING IN THIS SUBSECTION (M) SHALL BE APPLIED IN A MANNER THAT RESULTS IN A NON-COMMERCIAL SIGN BEING TREATED IN A LESS FAVORABLE OR MORE RESTRICTIVE MANNER THAN AN AUTHORIZED COMMERCIAL SIGN IN THE SAME ZONING DISTRICT.

(N) **BUS SHELTER SIGNS.** ANY SIGNS WHICH ARE INCORPORATED INTO A SHELTER FOR THE PUBLIC’S USE OF ANY PUBLIC TRANSPORTATION SYSTEMS PURSUANT TO AGREEMENT OR LEASE WITH THE CITY.

Section 4. Section 11-11-5, W.M.C., is hereby AMENDED to read as follows:

**11-11-5: PROHIBITED SIGNS:** (2534 2862 2983 3018) NOTWITHSTANDING ANY PROVISION IN THIS CHAPTER TO THE CONTRARY, ~~the following types of signs are prohibited in all districts:~~

~~(B) Signs Within Public Right Of Way. Any sign erected upon or over the public right of way of any street, roadway, or alley with the exception of those signs erected by a governmental entity, Signs erected in accordance with Sections 11-11-4 (A), 11-11-6 (C) and 11-11-7 (G), and those instances where existing buildings are contiguous with the right of way and a sign is to be attached to said building.~~

(B) ANY PERMANENT OR TEMPORARY SIGN ON OR OVER ANY PUBLIC PROPERTY, EXCEPT PUBLIC SIGNS AS DEFINED IN SECTION 11-11-4(A), AND TRAFFIC CONTROL SIGNS AND WARNING SIGNS AS DEFINED IN SECTION 11-11-2.

Section 5. Section 11-11-6, subsection (C), W.M.C., is hereby DELETED IN ITS ENTIRETY:

**11-11-6: TEMPORARY SIGNS REQUIRING PERMITS:** (2534 2862)

~~(C) Election and Political Signs.~~

~~1. Permitted in all zone districts.~~

~~2. Characteristics: A sign advocating or advertising the election of any candidate for public office or any question upon which a public vote is being taken.~~

~~3. Maximum Area Fifty (50) square feet in Zones T1, C1, C2, M1 and O1 and portions of Planned Unit Developments with comparable uses; six (6) square feet in all other zones and portions of Planned Unit Developments with residential uses~~

~~3. Maximum Height Six feet (6').~~

~~4. Limitation in Number No limitation.~~

~~6. A permit application for an election sign must include name, address and phone number of person responsible for maintenance and removal of signs.~~

~~7. Restrictions, Additions, Clarifications, and Exceptions:~~

~~(a) Such signs shall not be erected more than forty five (45) days before an election. All election signs shall be removed within ten (10) days following an election.~~

~~(b) Election signs may be located in City right of way provided:~~

~~(i) They do not block or otherwise interfere with traffic visibility;~~

~~(ii) They are not located within fifty feet (50') of an intersection;~~

~~(iii) They do not exceed three (3) square feet in area.~~

~~Within any City right of way, no single candidate or issue sign may be located within 50 feet of any other sign for the same candidate or issue.~~

~~Section 6. Section 11-11-7, subsection (G)(3), W.M.C., is hereby AMENDED to read as follows:~~

~~**11-11-7: PERMANENT SIGNS REQUIRING PERMITS:**~~

~~**(G) Off-Site Commercial Development Directional Signs:**~~

~~(3) Location: Such signs shall be permitted within the public rights of way adjacent to the regional shopping center or next to the private drives within the center with written permission of the owner of the parcel within the regional shopping center, for the sole purpose of directing vehicular traffic through the regional shopping center. All such signs shall be located outside the required sight distance triangles.~~

~~Section 7. This ordinance shall take effect upon its passage after second reading.~~

~~Section 8. The title and purpose of this ordinance shall be published prior to its consideration on second reading. The full text of this ordinance shall be published within ten (10) days after its enactment after second reading.~~

~~INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 18th day of December, 2006. PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 8th day of January, 2007.~~

**A BILL FOR AN ORDINANCE AMENDING THE 2006 BUDGET FOR THE SHERIDAN  
BOULEVARD AT 72ND AVENUE PROJECT AND AUTHORIZING A SUPPLEMENTAL  
APPROPRIATION FROM THE 2006 ESTIMATED REVENUES**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2006 appropriation for the Sheridan Boulevard at 72<sup>nd</sup> Avenue project is hereby increased by \$1,232,084 which, when added to the existing balance will equal \$1,232,084. The appropriation is due to the receipt of the cash-in-lieu contributions from Wal-Mart for their portion of Sheridan Boulevard improvements.

**REVENUES**

Description	Account Number	Current Budget	Amendment	Revised Budget
Wal-Mart's Cash-in-lieu		\$0	\$1,232,084	\$1,232,084
Total Change to Revenues			\$1,232,084	

**EXPENSES**

Description	Account Number	Current Budget	Amendment	Revised Budget
Sheridan Blvd. Project	80675030203.80400.8888	\$0	\$1,232,084	\$1,232,084
Total Change to Expenses			\$1,232,084	

Section 2. – Severability. The provisions of this Ordinance shall be considered as severable. If any section, paragraph, clause, word, or any other part of this Ordinance shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, such part shall be deemed as severed from this ordinance. The invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect the construction or enforceability of any of the remaining provisions, unless it is determined by a court of competent jurisdiction that a contrary result is necessary in order for this Ordinance to have any meaning whatsoever.

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 18th day of December, 2006. PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 8th day of January, 2007.