



August 22, 2011  
7:00 P.M.

## CITY COUNCIL AGENDA

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

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

1. Pledge of Allegiance
2. Roll Call
3. Consideration of Minutes of Preceding Meeting
4. Report of City Officials
  - A. City Manager's Report
5. City Council Comments
6. Presentations
  - A. Employee Appreciation Week Proclamation
7. Citizen Communication (5 minutes or less)

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

8. Consent Agenda
  - A. Financial Report for July 2011
  - B. Standley Lake Bypass Study
  - C. Water Lease with the City of Black Hawk
  - D. 2011 Concrete Replacement Change Order
  - E. Railroad Crossing Surface Installation Agreement
  - F. Swim and Fitness Center Renovation Contract Amendment Two
  - G. Bradburn Blvd/Raleigh Street Realignment – Contract Amendment for Environmental Evaluations
  - H. Intergovernmental Service Agreement with Orchard Park Place North General Improvement District
  - I. Second Reading of Councillor's Bill No. 27 re Amend WMC 1-22-24 re Settlement of Traffic Infractions by Mail
9. Appointments and Resignations
10. Public Hearings and Other New Business
  - A. Councillor's Bill No. 29 re 2011 2<sup>nd</sup> Quarter Budget Supplemental Appropriation
  - B. Resolution No. 25 re 2011 Private Activity Bond Allocation and Assignment to the Westminster Housing Authority
11. Old Business and Passage of Ordinances on Second Reading
12. Miscellaneous Business and Executive Session
  - A. City Council
13. Adjournment

**WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY MEETING (separate agenda)**

**WESTMINSTER HOUSING AUTHORITY (separate agenda)**

**ORCHARD PARK PLACE NORTH GENERAL IMPROVEMENT DISTRICT (separate agenda)**



**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, AUGUST 8, 2011, AT 7:00 P.M.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

Mayor Nancy McNally, Mayor Pro Tem Chris Dittman, and Councillors Bob Briggs, Mark Kaiser, Mary Lindsey, Scott Major, and Faith Winter were present at roll call. J. Brent McFall, City Manager, Marty McCullough, City Attorney, and Linda Yeager, City Clerk, also were present.

CONSIDERATION OF MINUTES

Councillor Kaiser moved, seconded by Mayor Pro Tem Dittman, to approve the minutes of the regular meeting of July 25, 2011, as presented. The motion passed unanimously.

CITY MANAGER'S REPORT

Mr. McFall reported that the Westminster Faire was a complete success from the weather to the booths to the entertainment to the activities. A large number of citizens attended throughout the day and enjoyed the festivities.

Following this meeting, the City Council would convene in executive session, as authorized by Westminster Municipal Code Section 1-11-3(C)(7) and Colorado Revised Statutes Section 24-6-402(4)(e), to discuss strategy, progress, and provide instruction to City negotiators relative to negotiations with Adams County about the use of the Adams County Jail; and, pursuant to Westminster Municipal Code Section 1-11-3(C)(8) and Colorado Revised Statutes Section 24-6-402(4)(b), to consult with the City Attorney concerning interpretation and enforcement of the City's charitable organization exemption from City sale tax.

COUNCIL REPORTS

Councillor Winter invited everyone to the next Mayor/Council outreach event at Duke's Garage on August 18 at 7 p.m. Dessert would be served and City Council welcomed questions and concerns from citizens.

Councillor Major reported that the Holy COW Stampede was a great success. All participants finished the course, and sponsors had done a good job. Their partnership was always appreciated.

Councillor Briggs reported that Bob Krugmire, a Public Works & Utilities employee and accomplished photographer, had recently emceed "Bugs in the Backyard," an annual competition hosted by the Butterfly Pavilion. The event was well attended by young and old alike who enjoyed taking pictures of bugs.

Mayor McNally reported that she had participated in the Beef Charity Show at the Adams County Fair. She placed fifth in the competition and got to show two cows this year. As always, it was a fun and worthwhile event. Also this past weekend, she had gone to the 73<sup>rd</sup> Street Theater to see HMS Pinafore, a delightful production that benefited the Westminster Historical Society. Council's last "We're All Ears" of the year would be held prior to the August 12 Movie in the Park at City Park. Mayor McNally invited everyone to attend.

CONSENT AGENDA

The following actions were submitted for Council's consideration on the consent agenda: based on the City Manager's recommendation, City Council found that the public interest was best served by authorizing the City Manager to execute a \$67,954 contract with Duke's Sales and Service for sanitary sewer system root foaming; authorize the City Manager to execute a \$153,960 contract with the low bidder, Ricor, Inc., for construction of the Home Farm Pressure Reducing Valve and authorize a 10% contingency amount of \$15,396 for a total construction budget of \$169,356; authorize the City Manager to enter into an agreement with the lowest cost proposer, Level

One, LLC, to process and mail utility billing statements and late notices at an annual cost not to exceed \$48,300 with an initial contract term of one year plus the option of four additional one-year term renewals, the first two years at the same fixed unit price and service fees for years three through five at a negotiated cost not to exceed a 4% price increase and years two through five to also change based on the actual change of material costs; final passage on second reading of Councillor's Bill No. 25 appropriating FY2010 carryover funds into the FY2011 budgets of the General, General Fund Stabilization Reserve, General Capital Improvement, Utility, Utility Reserve, Storm Drainage, General Capital Outlay Replacement and Conservation Trust Funds; and final passage on second reading of Councillor's Bill No. 26 appropriating funds received from Adams County in the amount of \$81,229 for the Westminster Reformed Presbyterian Church open space acquisition grant.

Mayor Pro Tem Dittman requested that Item 8 B be removed from the consent agenda for individual consideration, and moved to approve the consent agenda excluding Item 8 B. Councillor Lindsey seconded the motion, which carried unanimously.

HOME FARM PRESSURE REDUCING VALVE PROJECT

Mayor Pro Tem Dittman moved, seconded by Councillor Lindsey, to authorize the City Manager to execute a \$153,960 contract with the low bidder, Ricor, Inc., for construction of the Home Farm Pressure Reducing Valve and to authorize a 10% contingency amount of \$15,396 for a total construction budget of \$169,356. Councillor Kaiser said he would abstain from voting due to a potential conflict of interest. The motion carried by a 6:1 margin with Councillor Kaiser abstaining.

COUNCILLOR'S BILL NO. 27 RE SETTLEMENT OF TRAFFIC INFRACTIONS BY MAIL IN TITLE I, WMC

It was moved by Councillor Winter and seconded by Councillor Kaiser to pass on first reading Councillor's Bill No. 27 amending portions of Westminster Municipal Code Section 1-22-24 regarding settlement of traffic infractions by mail. At roll call, the motion passed unanimously.

COUNCILLOR'S BILL NO. 28 ADOPTING BY REFERENCE THE 2010 MODEL TRAFFIC CODE

Upon a motion by Councillor Briggs, seconded by Councillor Major, the Council voted unanimously on roll call vote to pass on first reading Councillor's Bill No. 28 amending certain sections of Chapter 1 of Title X of the Westminster Municipal Code to adopt by reference the 2010 edition of the Model Traffic Code for Colorado.

PUBLIC HEARING SET TO CONSIDER ADOPTION 2010 MODEL TRAFFIC CODE

Councillor Briggs moved, seconded by Councillor Major, to direct the City Clerk to set a public hearing for September 12, 2011, to consider adoption by reference of the 2010 Model Traffic Code and provide notice as required by statute. The motion carried with all Council members voting affirmatively.

ADJOURNMENT

There being no further business to come before the City Council, it was moved by Mayor Pro Tem Dittman and seconded by Councillor Major to adjourn. The motion carried and the meeting adjourned at 7:09 P.M.

ATTEST:

\_\_\_\_\_  
Mayor

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



## Agenda Item 6 A

### Agenda Memorandum

City Council Meeting  
August 22, 2011



**SUBJECT:** Proclamation re Employee Appreciation Week

**Prepared By:** Lisa Chrisman, Human Resources Administrator

### Recommended City Council Action

Mayor McNally proclaims September 5 through September 8, 2011 as City of Westminster Employee Appreciation Week in recognition of the contributions of City employees to the overall success of the City organization and the quality of life of Westminster citizens.

### Summary Statement

- The Mayor and City Council are being requested to proclaim September 5 through September 8, 2011 as City Employee Appreciation Week.
- For many years, the City of Westminster and its citizens have benefited from the hard work and commitment of City employees.
- The purpose of the proposed proclamation is to recognize 937 full and part-time benefited employees, and the more than 575 seasonal and non-benefited employees who comprise the City of Westminster's workforce.
- On September 7, the 22<sup>nd</sup> annual employee appreciation breakfast will be prepared by the City Manager, Assistant City Manager, City Attorney, Presiding Municipal Court Judge, and City Department Heads.
- Members of the City's Employee Advisory Committee and the Employee Recognition Action Team, who represent employees from all City departments, have been invited to attend Monday evening's meeting to accept the proclamation on behalf of all City employees.

**Expenditure Required:** \$ 0

**Source of Funds:** N/A



**Policy Issue**

None identified

**Alternative**

None identified

**Background Information**

The ability of the City of Westminster organization to provide quality municipal services is in no small part due to the commitment, dedication, talent, expertise and knowledge of the City's employee workforce. Currently there are 937 full-time and part-time regular employees working in Information Technology, Police, Fire, Public Works and Utilities, Finance, General Services, Parks, Recreation and Libraries and Community Development Departments, and the City Attorney's and City Manager's Offices. Overall, there are roughly 1,512 employees, including seasonal and non-benefited employees, on the City's payroll. In no small part due to the efforts of these individuals, Westminster is in the forefront of providing high quality facilities and services to its residents. Very positive citizen feedback in biennial surveys and the many national and regional awards the City has received attest to the caliber of the City's workforce.

The attached Proclamation summarizes the contributions of City employees and recognizes their efforts by proclaiming September 5 through September 8, 2011 as City of Westminster Employee Appreciation Week.

One of the highlights of the week will be the Employee Appreciation Breakfast at the City Park Recreation Center. It will mark the 22<sup>nd</sup> year in a row that the City Manager, Assistant City Manager, City Attorney, Presiding Municipal Court Judge, and Department Heads have arrived at 5:00 a.m. to prepare a full breakfast with pancakes, hash browns, eggs, fruit, ham, link sausage and juice for employees at the start of their workday. Employees will stop by anytime between 6:00 a.m. and 8:30 a.m. to partake in the breakfast and comradery prior to the start of their normal workday, or in some cases after working through the night on a late shift.

In addition, the Employee Recognition Action Team has created an electronic thank you note that will be available to send to City employees during the week. This special thank you note helps employees remember to thank their coworkers for their teamwork and inspiration throughout the year. ERAT has planned other activities and events throughout Employee Appreciation Week.

Several of the members of the City's Employee Advisory Committee and the Employee Recognition Action Team will be present Monday evening to accept this proclamation from the City Council on behalf of all City employees.

Employee appreciation efforts are an integral part of the organization's ability to provide a quality work environment with effective employers prepared to deliver quality service to citizens.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment

**WHEREAS**, Westminster citizens have given the City very high service ratings in each of the past citizen surveys attesting to the high quality of services provided by Westminster employees; and

**WHEREAS**, Westminster employees are in large part responsible for the City's national and regional reputation for quality, progressive municipal government; and

**WHEREAS**, the 937 full-time and part-time benefited employees and over 575 seasonal and non-benefited employees have contributed significantly to the quality of life of Westminster citizens; and

**WHEREAS**, these employees who are employed in the City Attorney's Office, City Manager's Office, Community Development, Finance, Fire, General Services, Information Technology, Parks, Recreation, and Libraries, Police, and Public Works and Utilities Departments, comprise a workforce that is unquestionably one of the City's most valuable resources; and

**WHEREAS**, on September 7, 2011, the City Manager, Assistant City Manager, City Attorney, Presiding Judge, and all City Department Heads will be preparing an Employee Appreciation Breakfast in recognition of all City employees at City Park Recreation Center; and

**WHEREAS**, the week of September 5, 2011, will include several other activities designed to express appreciation to City Employees.

**NOW, THEREFORE, I, Nancy McNally, Mayor of the City of Westminster, Colorado, on behalf of the entire City Council do hereby proclaim September 5 through September 8, 2011 as**

**CITY OF WESTMINSTER  
EMPLOYEE APPRECIATION WEEK**

Signed this 22<sup>nd</sup> of August, 2011.

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Nancy McNally, Mayor



Agenda Memorandum

City Council Meeting  
August 22, 2011



**SUBJECT:** Financial Report for July 2011

**Prepared By:** Tammy Hitchens, Finance Director

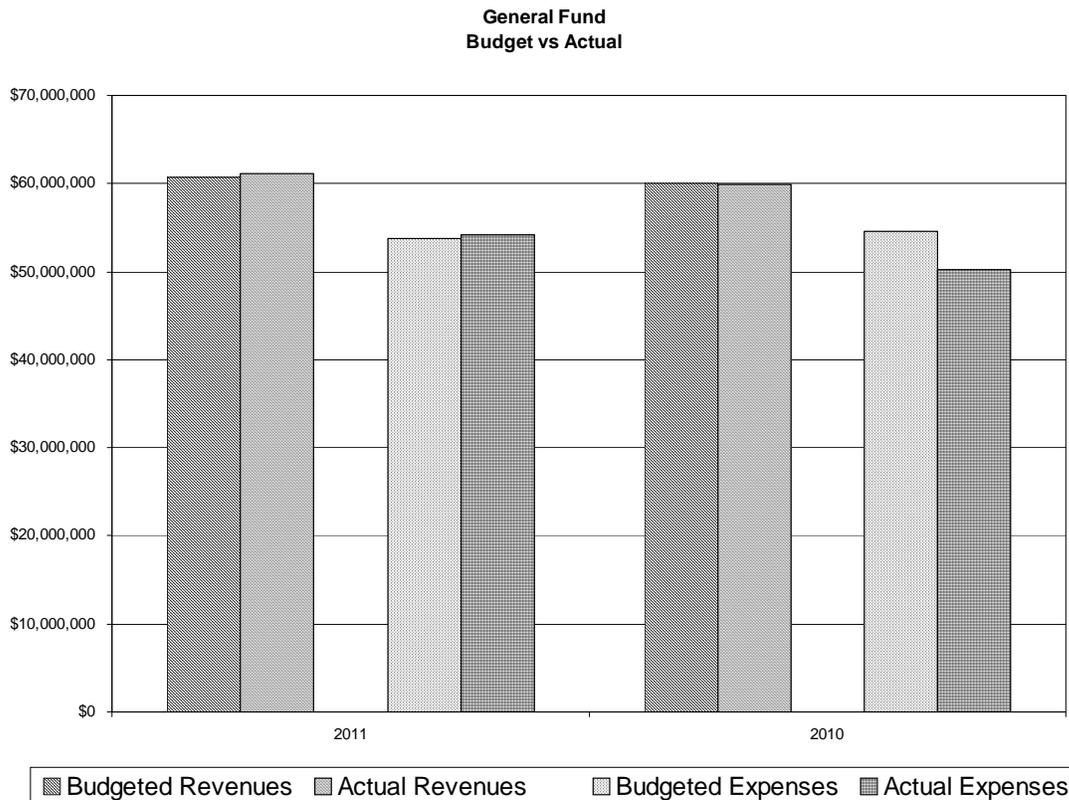
**Recommended City Council Action**

Accept the Financial Report for July as presented.

**Summary Statement**

City Council is requested to review and accept the attached monthly financial statement. The Shopping Center Report is also attached. Unless otherwise indicated, "budget" refers to the pro-rated budget. Revenues also include carryover where applicable. The revenues are pro-rated based on 10-year historical averages. Expenses are also pro-rated based on 9-year historical averages.

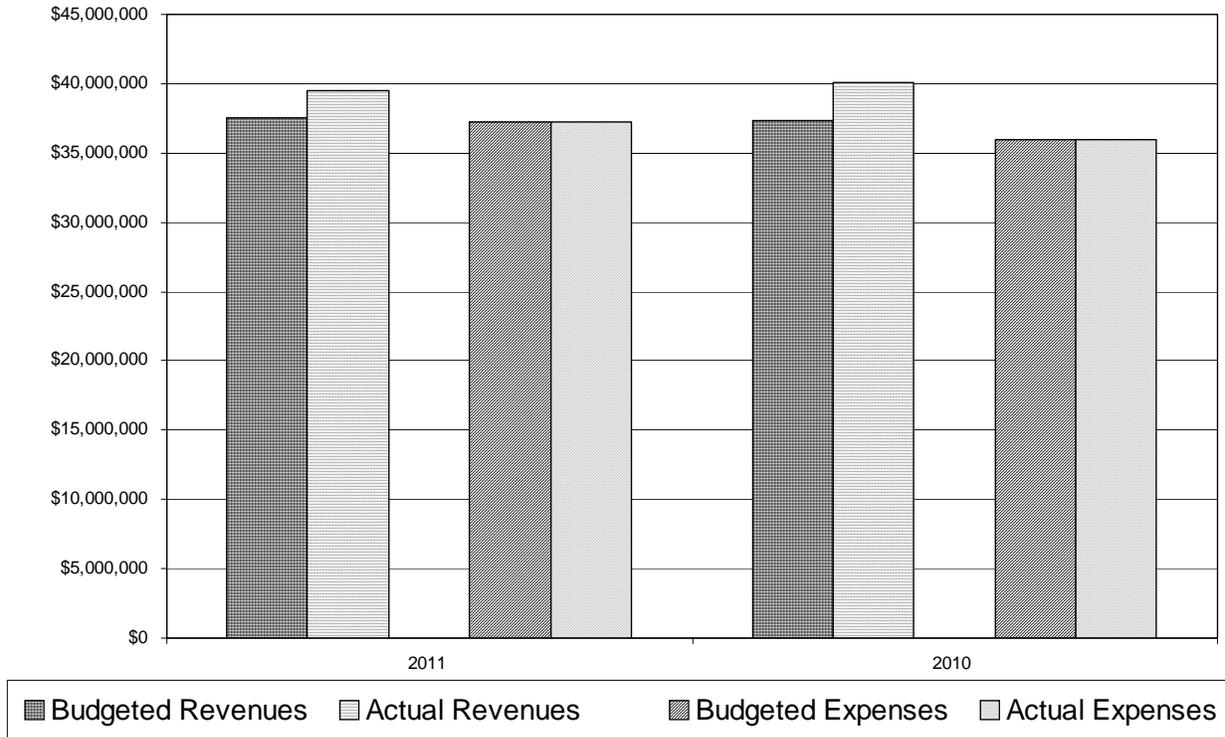
The General Fund revenues and carryover exceed expenditures by \$6,873,872. The following graph represents Budget vs. Actual for 2010-2011.



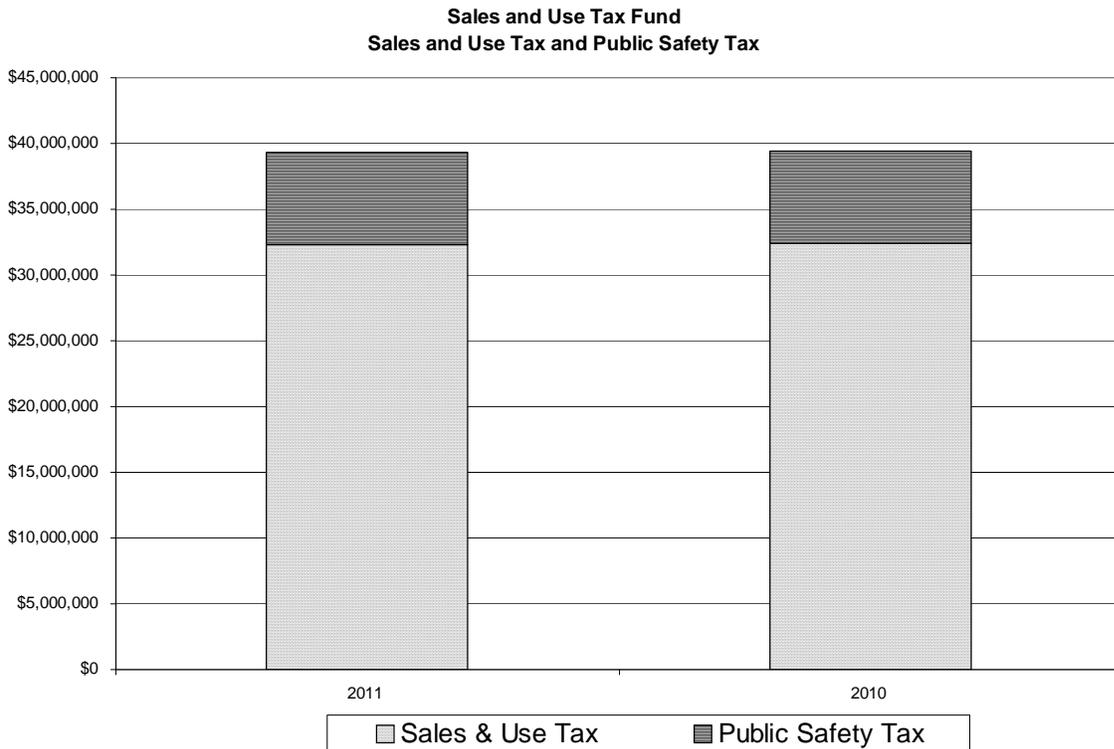
The Sales and Use Tax Fund revenues exceed expenditures by \$2,234,852. On a year-to-date cash basis, total sales and use tax is down 0.1% from 2010. Key components are listed below:

- On a year-to-date basis, across the top 25 shopping centers, total sales and use tax receipts are even with the prior year.
- Sales tax receipts from the top 50 Sales Taxpayers, representing about 58.0% of all collections, are down 6.3% for the month.
- Urban renewal areas make up 41.0% of gross sales tax collections. After urban renewal area and economic development assistance adjustments, 82.0% of this money is being retained for General Fund use.

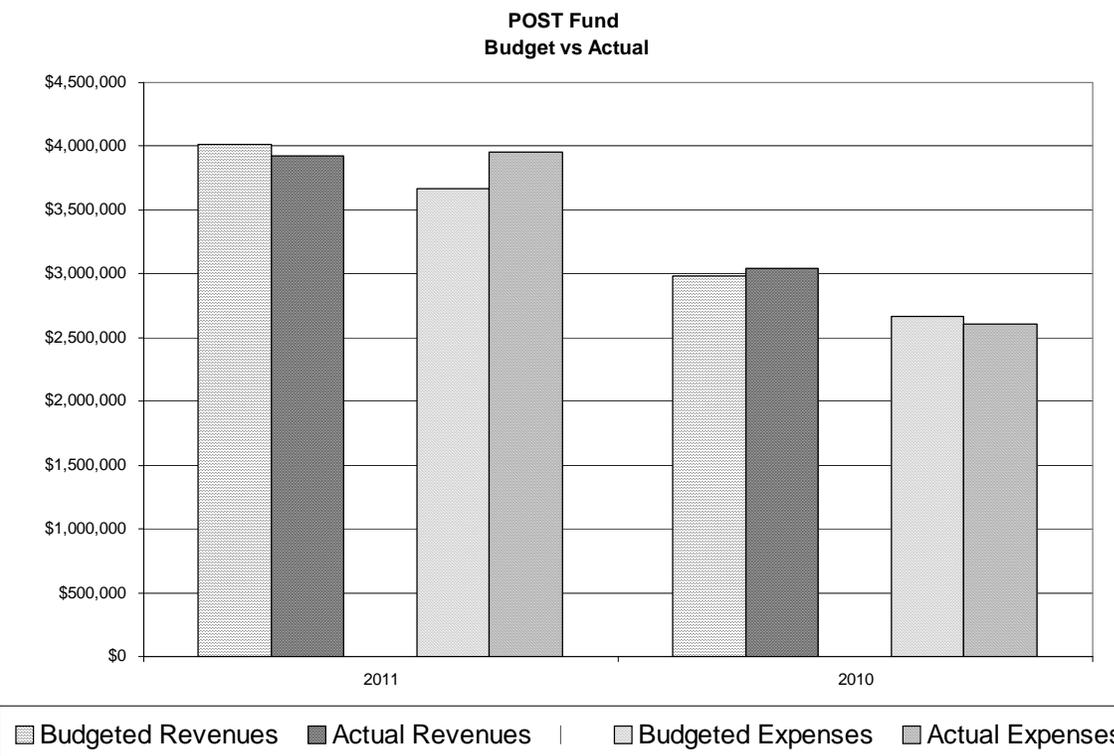
**Sales & Use Tax Fund  
Budget vs Actual**



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



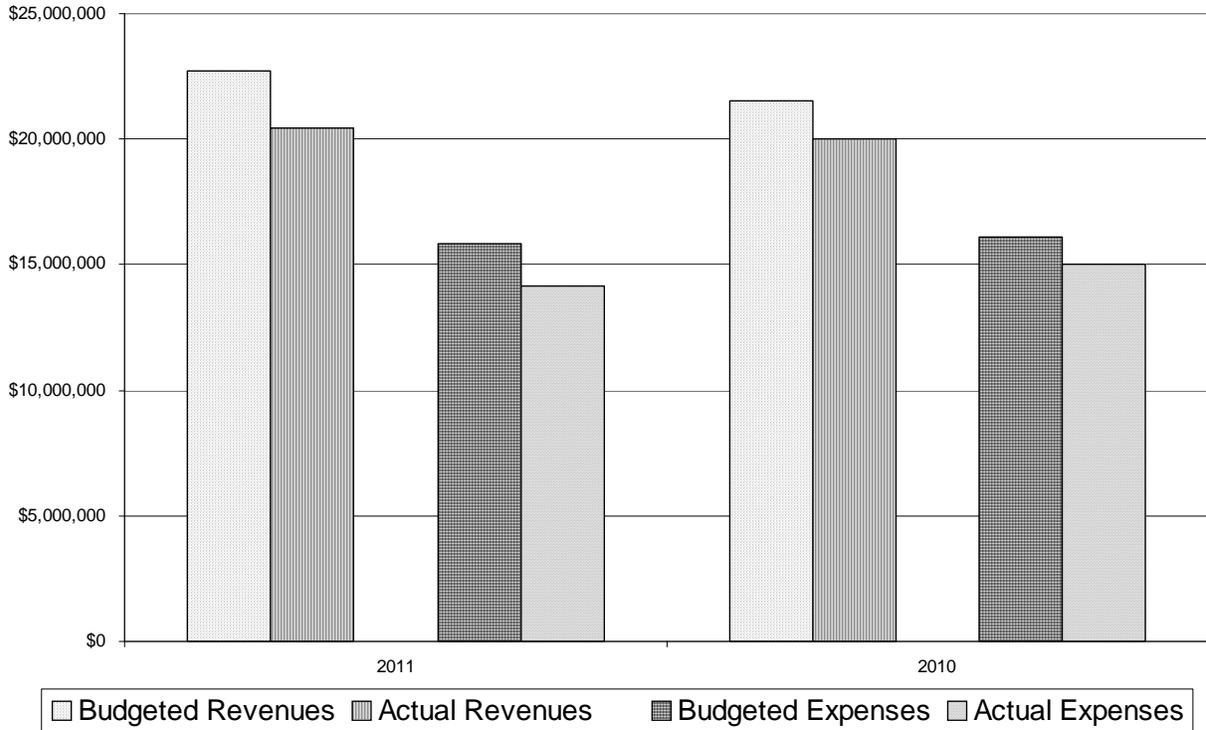
The Parks Open Space and Trails Fund expenditures exceed revenues by \$36,110.



Revenues increased in 2011 compared to 2010 due to intergovernmental receipts and the timing of a transfer payment from the General Capital Improvement Fund for reimbursement of prior year right of way purchases, which in 2010 was not made until December. Expenditures exceeded budget primarily due to the spend down of anticipated grant funding not yet appropriated. The grant award is expected within the next few months and will be presented to Council for appropriation at that time.

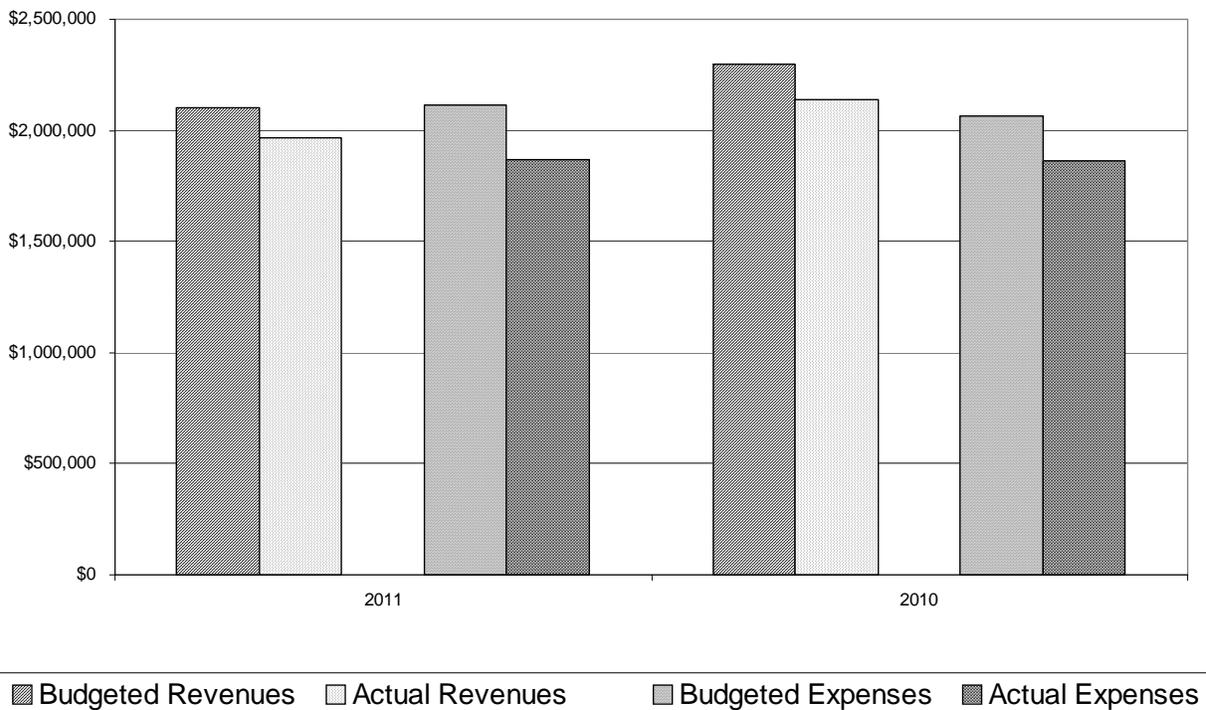
The combined Water & Wastewater Fund revenues exceed expenses by \$8,454,161. Operating revenues exceed operating expenses by \$6,297,418. \$11,752,000 is budgeted for capital projects and reserves.

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



The combined Golf Course Fund revenues exceed expenses by \$103,465.

**Golf Course Enterprise  
Operating Budget vs Actual**



**Policy Issue**

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

**Alternative**

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

**Background Information**

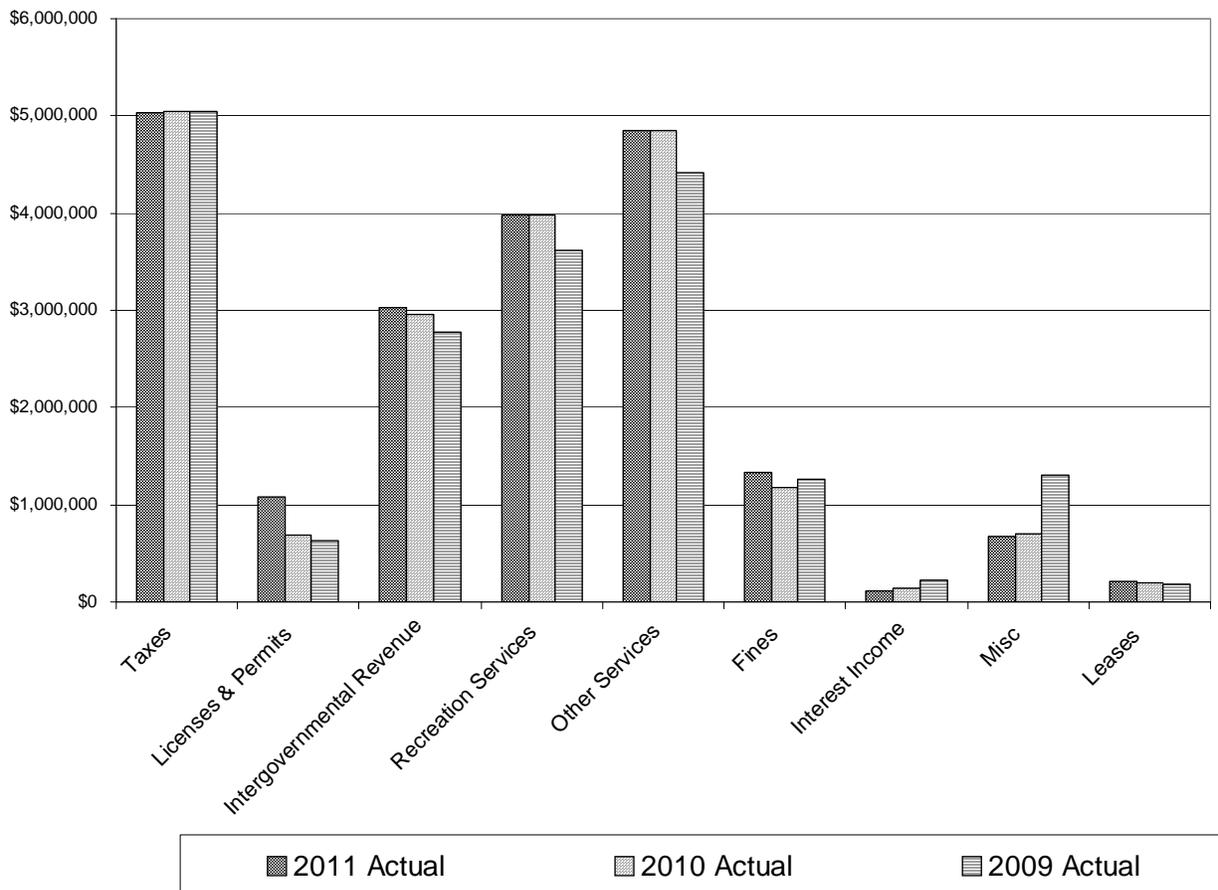
This section includes a discussion of highlights of each fund presented.

**General Fund**

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

The following chart represents the trend in actual revenues from 2009-2011 year-to-date.

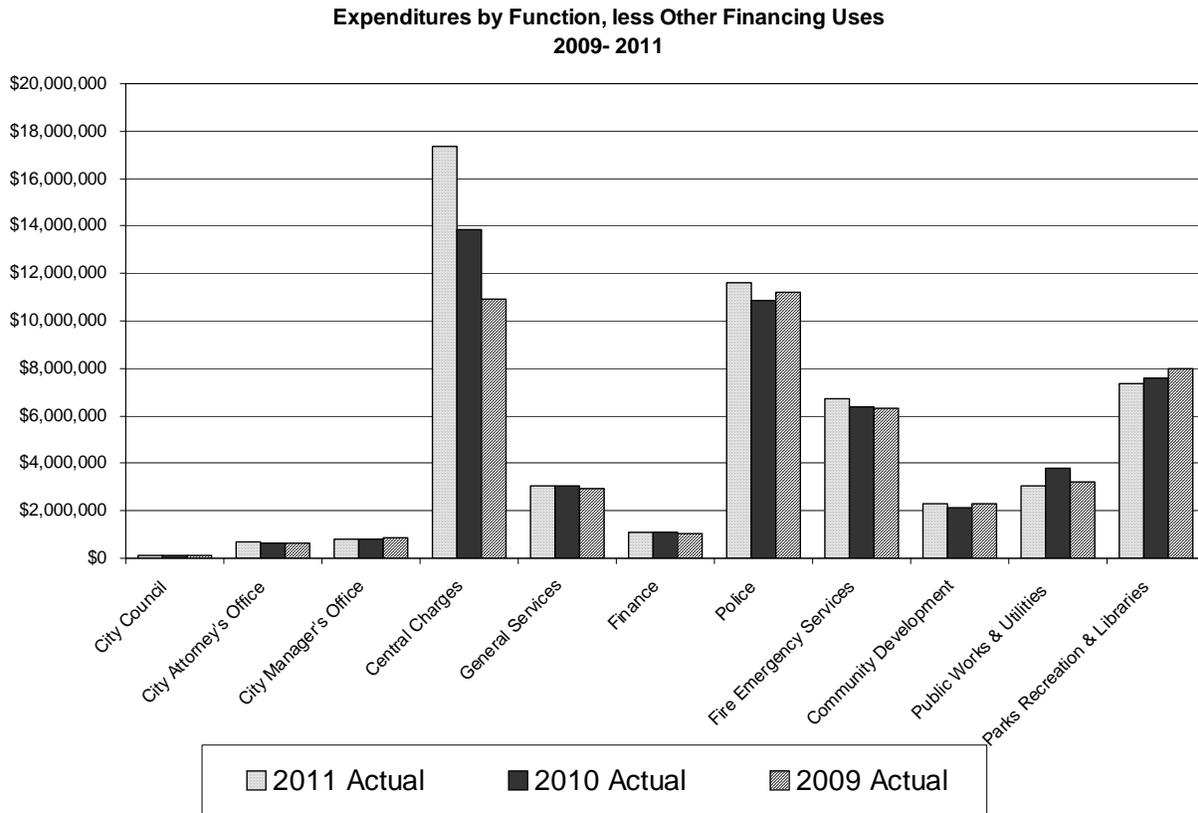
**General Fund Revenues without Transfers, Carryover, and Other Financing Sources  
2009- 2011**



Significant differences between years in General Fund revenue categories are explained as follows:

- o License and Permits is up primarily due to commercial and Adams County residential building permit revenue.

The following chart identifies where the City is focusing its resources. The chart shows year-to-date spending for 2009 –2011.



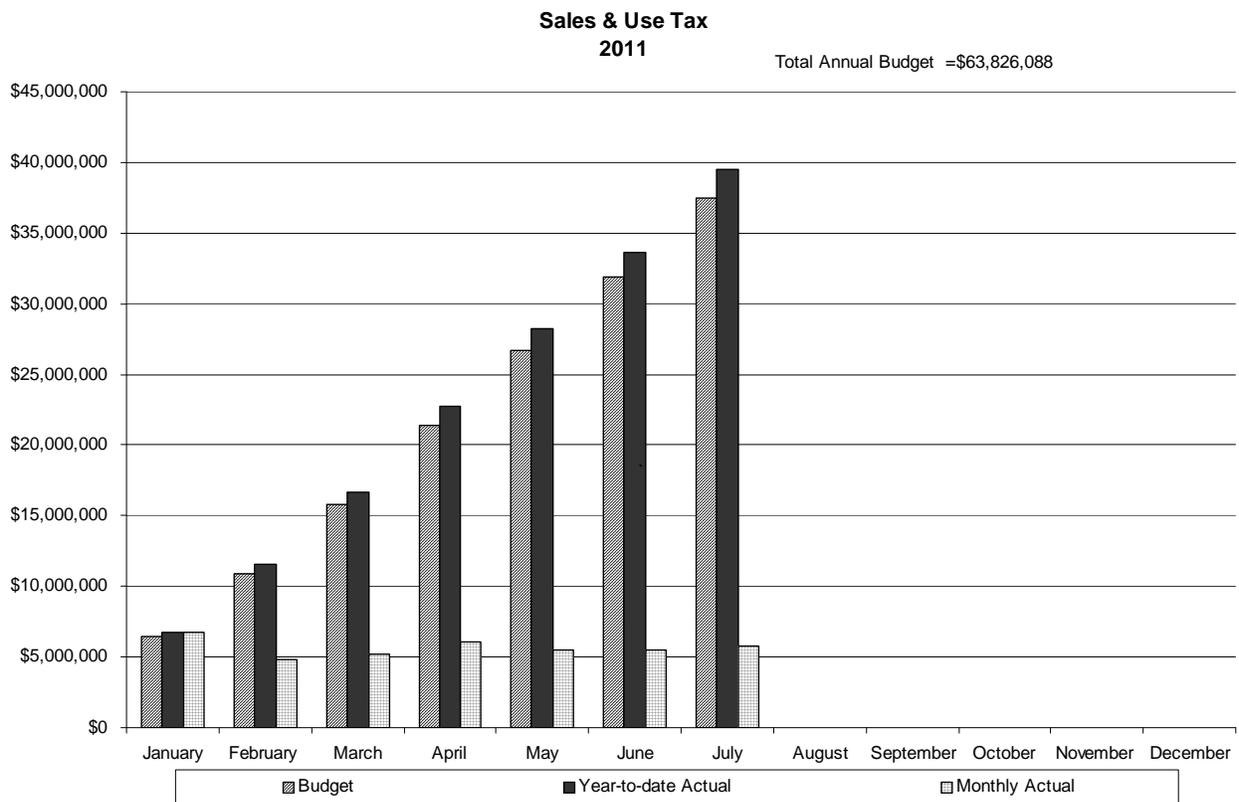
Significant differences between years in General Fund expenditure categories are explained as follows:

- o Central Charges reflects a \$4 million transfer to WEDA for the purchase of the Westminster Mall.

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

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

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

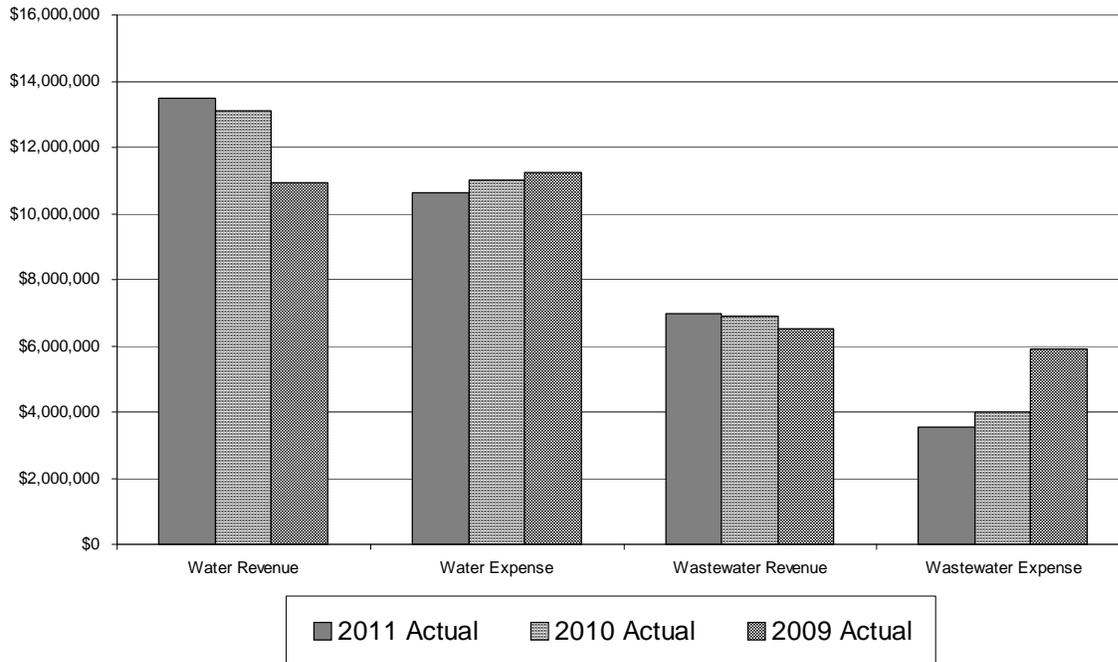


**Water, Wastewater and Storm Water Drainage Funds (The Utility Enterprise)**

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

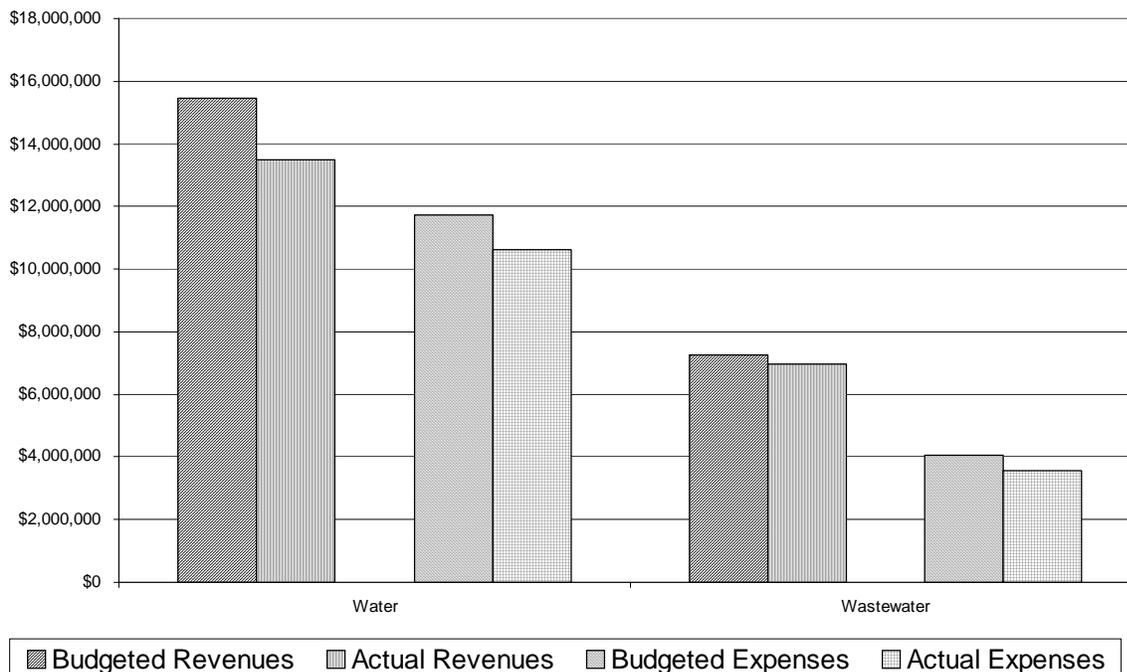
These graphs represent segment information for the Water and Wastewater funds.

**Water and Wastewater Funds  
Operating Revenue and Expenses 2009-2011**



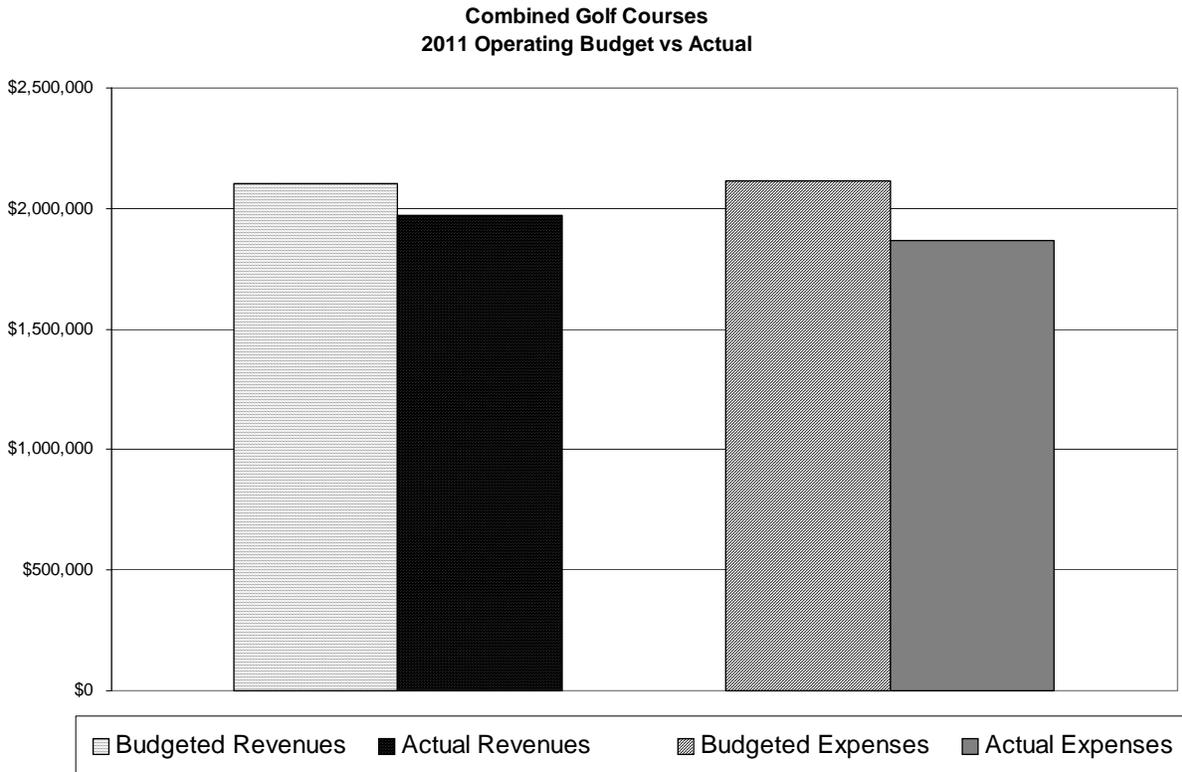
The Water Fund revenue variance between years is due to the effect of climatic variations on water consumption as well as changes in billing rates. A one-time vendor payment to decommission the 94<sup>th</sup> and Quitman lift station is reflected in the 2009 Wastewater Fund expense.

**Water and Wastewater Funds  
2011 Operating Budget vs Actual**

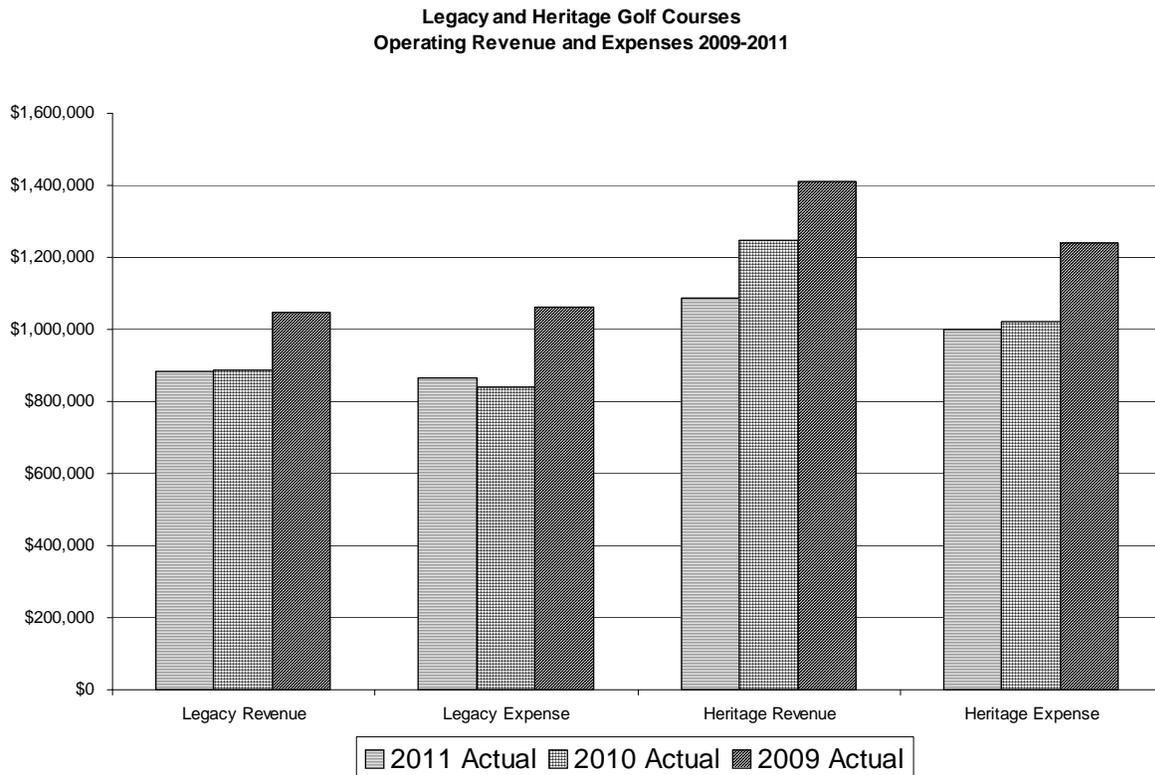


**Golf Course Enterprise (Legacy and Heritage Golf Courses)**

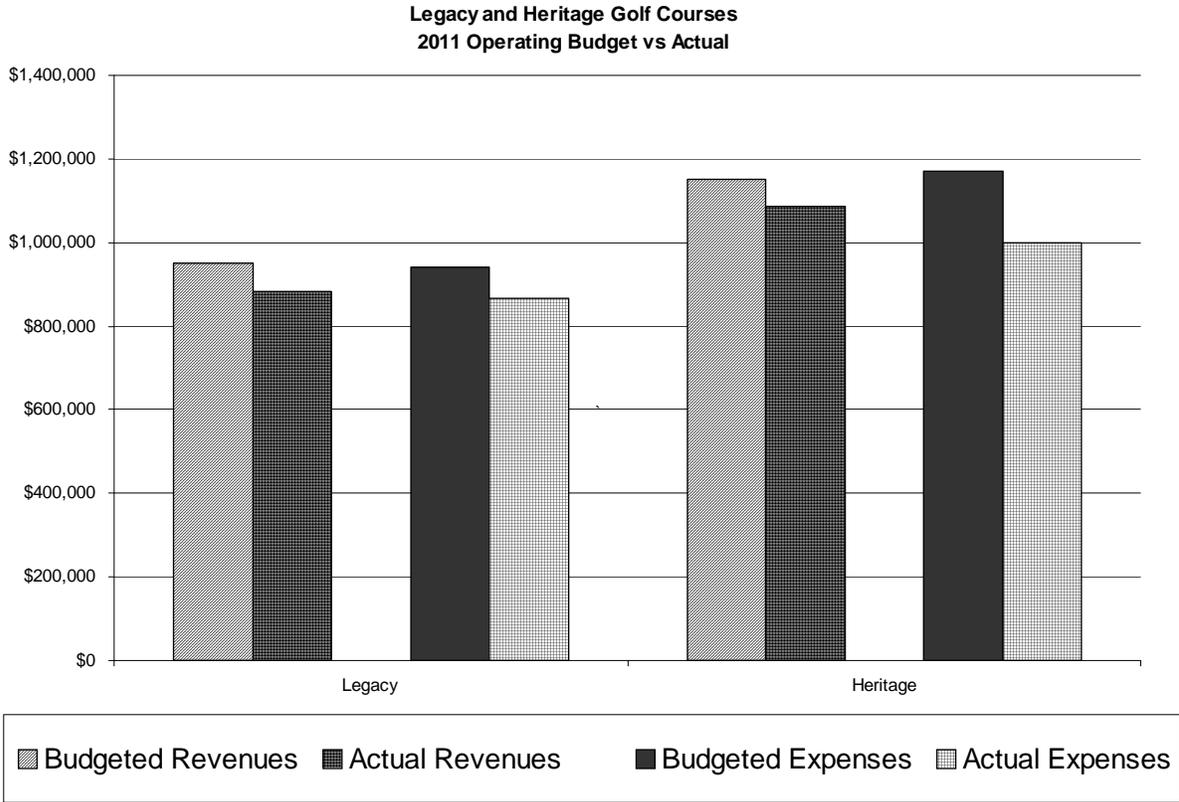
This enterprise reflects the operations of the City’s two municipal golf courses.



The following graphs represent the information for each of the golf courses.



- Capital lease financing in 2009 accounts for the variances between years in revenues and expenditures for both courses.
- Heritage revenue is also down from prior years due to a decrease in budgeted transfers.



This financial report supports City Council’s Strategic Plan Goal of Financially Sustainable City Government Providing Exceptional Services by communicating timely information on the results of City operations and to assist with critical decision making.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachments

**City of Westminster  
Financial Report  
For Seven Months Ending July 31, 2011**

Description General Fund	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
<b>Revenues and Carryover</b>						
Taxes	5,631,761	5,145,630		5,031,933	(113,697)	97.8%
Licenses & Permits	1,336,000	747,572	(1)	1,081,473	333,901	144.7%
Intergovernmental Revenue	4,900,378	2,754,818		3,032,277	277,459	110.1%
Charges for Services						
Recreation Services	6,232,983	3,738,991		3,979,000	240,009	106.4%
Other Services	9,458,827	4,975,758		4,850,628	(125,130)	97.5%
Fines	2,334,000	1,373,456		1,330,383	(43,073)	96.9%
Interest Income	292,900	135,913		110,000	(25,913)	80.9%
Miscellaneous	1,724,144	905,889		669,509	(236,380)	73.9%
Leases	369,181	207,629		207,629	0	100.0%
Interfund Transfers	62,335,994	36,779,330		36,779,330	0	100.0%
Sub-total Revenues	<u>94,616,168</u>	<u>56,764,986</u>		<u>57,072,162</u>	<u>307,176</u>	<u>100.5%</u>
Carryover	4,000,000	4,000,000		4,000,000	0	100.0%
Total Revenues and Carryover	<u>98,616,168</u>	<u>60,764,986</u>		<u>61,072,162</u>	<u>307,176</u>	<u>100.5%</u>
<b>Expenditures</b>						
City Council	240,119	154,252		107,654	(46,598)	69.8%
City Attorney's Office	1,166,119	667,299		697,210	29,911	104.5%
City Manager's Office	1,441,705	827,008		795,607	(31,401)	96.2%
Central Charges	30,950,457	16,966,659		17,356,010	389,351	102.3%
General Services	5,691,531	3,215,250		3,070,601	(144,649)	95.5%
Finance	1,943,482	1,139,241		1,096,306	(42,935)	96.2%
Police	19,911,011	11,828,610		11,598,920	(229,690)	98.1%
Fire Emergency Services	11,528,773	6,661,775		6,750,158	88,383	101.3%
Community Development	4,003,892	2,344,814		2,290,084	(54,730)	97.7%
Public Works & Utilities	7,560,378	3,785,420		3,064,675	(720,745)	81.0%
Parks, Recreation & Libraries	14,178,701	7,974,036		7,371,065	(602,971)	92.4%
Total Expenditures	<u>98,616,168</u>	<u>55,564,364</u>		<u>54,198,290</u>	<u>(1,366,074)</u>	<u>97.5%</u>
Revenues Over(Under)						
Expenditures	<u>0</u>	<u>5,200,622</u>		<u>6,873,872</u>	<u>1,673,250</u>	

(1) Reflects building development activity in the north area of the City

**City of Westminster  
Financial Report  
For Seven Months Ending July 31, 2011**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
<b>Sales and Use Tax Fund</b>						
<b>Revenues and Carryover</b>						
Sales Tax						
Sales Tax Returns	43,674,740	25,943,621		27,043,533	1,099,912	104.2%
Sales Tx Audit Revenues	714,000	416,262		423,824	7,562	101.8%
S-T Rev. STX	<u>44,388,740</u>	<u>26,359,883</u>		<u>27,467,357</u>	<u>1,107,474</u>	104.2%
Use Tax						
Use Tax Returns	6,647,234	3,569,565		4,505,739	936,174	126.2%
Use Tax Audit Revenues	785,000	457,655		360,367	(97,288)	78.7%
S-T Rev. UTX	<u>7,432,234</u>	<u>4,027,220</u>		<u>4,866,106</u>	<u>838,886</u>	120.8%
Total STX and UTX	<u>51,820,974</u>	<u>30,387,103</u>		<u>32,333,463</u>	<u>1,946,360</u>	106.4%
Public Safety Tax						
PST Tax Returns	11,374,614	6,733,848		6,804,169	70,321	101.0%
PST Audit Revenues	305,500	178,107		156,778	(21,329)	88.0%
Total Rev. PST	<u>11,680,114</u>	<u>6,911,955</u>		<u>6,960,947</u>	<u>48,992</u>	100.7%
Interest Income	122,000	71,167		53,910	(17,257)	75.8%
Interfund Transfers	203,000	118,417		118,417	0	
Total Revenues and Carryover	<u>63,826,088</u>	<u>37,488,642</u>		<u>39,466,737</u>	<u>1,978,095</u>	105.3%
<b>Expenditures</b>						
Central Charges	<u>63,826,088</u>	<u>37,231,885</u>		<u>37,231,885</u>	0	100.0%
Revenues Over(Under) Expenditures	<u>0</u>	<u>256,757</u>		<u>2,234,852</u>	<u>1,978,095</u>	

**City of Westminster  
Financial Report  
For Seven Months Ending July 31, 2011**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
<b>POST Fund</b>						
<b>Revenues</b>						
Sales & Use Tax	4,929,147	2,934,794		2,899,650	(35,144)	98.8%
Intergovernmental Revenue	771,000	771,000		771,000	0	100.0%
Interest Income	45,000	26,250		918	(25,332)	3.5%
Miscellaneous	92,337	53,863		27,146	(26,717)	50.4%
Interfund Transfers	230,000	223,750		223,750	0	100.0%
<b>Total Revenues</b>	<u>6,067,484</u>	<u>4,009,657</u>		<u>3,922,464</u>	<u>(87,193)</u>	<u>97.8%</u>
<b>Expenditures</b>						
Central Charges	5,739,248	3,511,096		3,850,008	338,912	109.7%
Park Services	328,236	156,379		108,566	(47,813)	69.4%
	<u>6,067,484</u>	<u>3,667,475</u>		<u>3,958,574</u>	<u>291,099</u>	<u>107.9%</u>
Revenues Over(Under)						
Expenditures	<u>0</u>	<u>342,182</u>		<u>(36,110)</u>	<u>(378,292)</u>	

**City of Westminster  
Financial Report  
For Seven Months Ending July 31, 2011**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
<b>Water and Wastewater Funds - Combined</b>						
<b>Operating Revenues</b>						
License & Permits	75,000	43,750		57,480	13,730	131.4%
Intergovernmental Revenue	0	0	(1)	258,630	258,630	
Rates and Charges	43,593,344	22,448,225		20,064,574	(2,383,651)	89.4%
Miscellaneous	425,000	247,916		91,026	(156,890)	36.7%
Total Operating Revenues	<u>44,093,344</u>	<u>22,739,891</u>		<u>20,471,710</u>	<u>(2,268,181)</u>	90.0%
<b>Operating Expenses</b>						
Central Charges	5,947,788	3,469,543		3,503,986	34,443	101.0%
Finance	654,410	367,778		344,950	(22,828)	93.8%
Public Works & Utilities	19,790,642	10,389,403		8,877,813	(1,511,590)	85.5%
Parks, Recreation & Libraries	132,272	76,453		47,050	(29,403)	61.5%
Information Technology	2,704,158	1,511,624		1,400,493	(111,131)	92.6%
Total Operating Expenses	<u>29,229,270</u>	<u>15,814,801</u>		<u>14,174,292</u>	<u>(1,640,509)</u>	89.6%
Operating Income (Loss)	<u>14,864,074</u>	<u>6,925,090</u>		<u>6,297,418</u>	<u>(627,672)</u>	
<b>Other Revenue and Expenses</b>						
Tap Fees	3,700,000	2,230,200	(2)	5,369,055	3,138,855	240.7%
Interest Income	1,015,000	592,083		240,291	(351,792)	40.6%
Debt Service	(7,222,079)	(3,099,689)		(3,099,689)	0	100.0%
Reserve Transfer	(604,995)	(352,914)		(352,914)	0	100.0%
Total Other Revenue (Expenses)	<u>(3,112,074)</u>	<u>(630,320)</u>		<u>2,156,743</u>	<u>2,787,063</u>	-342.2%
Increase (Decrease) in Net Assets	<u>11,752,000</u>	<u>6,294,770</u>		<u>8,454,161</u>	<u>2,159,391</u>	

(1) Reflects Build America Bond interest rate subsidy

(2) Reflects building development activity in the north area of the City

**City of Westminster  
Financial Report  
For Seven Months Ending July 31, 2011**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
<b>Water Fund</b>						
<b>Operating Revenues</b>						
License & Permits	75,000	43,750		57,480	13,730	131.4%
Intergovernmental Revenue	0	0	(1)	258,630	258,630	
Rates and Charges	31,044,728	15,179,317		13,095,224	(2,084,093)	86.3%
Miscellaneous	415,000	242,083		82,551	(159,532)	34.1%
Total Operating Revenues	<u>31,534,728</u>	<u>15,465,150</u>		<u>13,493,885</u>	<u>(1,971,265)</u>	87.3%
<b>Operating Expenses</b>						
Central Charges	4,204,923	2,452,872		2,490,343	37,471	101.5%
Finance	654,410	367,778		344,950	(22,828)	93.8%
Public Works & Utilities	13,909,049	7,333,792		6,334,573	(999,219)	86.4%
PR&L Standley Lake	132,272	76,453		47,050	(29,403)	61.5%
Information Technology	2,704,158	1,511,624		1,400,493	(111,131)	92.6%
Total Operating Expenses	<u>21,604,812</u>	<u>11,742,519</u>		<u>10,617,409</u>	<u>(1,125,110)</u>	90.4%
Operating Income (Loss)	<u>9,929,916</u>	<u>3,722,631</u>		<u>2,876,476</u>	<u>(846,155)</u>	
<b>Other Revenue and Expenses</b>						
Tap Fees	3,000,000	1,791,300	(2)	4,219,283	2,427,983	235.5%
Interest Income	870,000	507,500		167,949	(339,551)	33.1%
Debt Service	(5,717,453)	(2,497,635)		(2,497,635)	0	100.0%
Reserve Transfer	(218,463)	(127,437)		(127,437)	0	100.0%
Total Other Revenues (Expenses)	<u>(2,065,916)</u>	<u>(326,272)</u>		<u>1,762,160</u>	<u>2,088,432</u>	-540.1%
Increase (Decrease) in Net Assets	<u>7,864,000</u>	<u>3,396,359</u>		<u>4,638,636</u>	<u>1,242,277</u>	

(1) Reflects Build America Bond interest rate subsidy

(2) Reflects building development activity in the north area of the City

**City of Westminster  
Financial Report  
For Seven Months Ending July 31, 2011**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
<b>Wastewater Fund</b>						
<b>Operating Revenues</b>						
Rates and Charges	12,548,616	7,268,908		6,969,350	(299,558)	95.9%
Miscellaneous	10,000	5,833		8,475	2,642	145.3%
Total Operating Revenues	<u>12,558,616</u>	<u>7,274,741</u>		<u>6,977,825</u>	<u>(296,916)</u>	95.9%
<b>Operating Expenses</b>						
Central Charges	1,742,865	1,016,671		1,013,643	(3,028)	99.7%
Public Works & Utilities	5,881,593	3,055,611		2,543,240	(512,371)	83.2%
Total Operating Expenses	<u>7,624,458</u>	<u>4,072,282</u>		<u>3,556,883</u>	<u>(515,399)</u>	87.3%
Operating Income (Loss)	<u>4,934,158</u>	<u>3,202,459</u>		<u>3,420,942</u>	<u>218,483</u>	
<b>Other Revenue and Expenses</b>						
Tap Fees	700,000	438,900	(1)	1,149,772	710,872	262.0%
Interest Income	145,000	84,583		72,342	(12,241)	85.5%
Debt Service	(1,504,626)	(602,054)		(602,054)	0	100.0%
Reserve Transfer	(386,532)	(225,477)		(225,477)	0	100.0%
Total Other Revenues (Expenses)	<u>(1,046,158)</u>	<u>(304,048)</u>		<u>394,583</u>	<u>698,631</u>	-129.8%
Increase (Decrease) in Net Assets	<u>3,888,000</u>	<u>2,898,411</u>		<u>3,815,525</u>	<u>917,114</u>	

(1) Reflects building development activity in the north area of the City

**City of Westminster  
Financial Report  
For Seven Months Ending July 31, 2011**

<b>Description</b>	<b>Budget</b>	<b>Pro-rated for Seasonal Flows</b>	<b>Notes</b>	<b>Actual</b>	<b>(Under) Over Budget</b>	<b>% Budget</b>
<b>Storm Drainage Fund</b>						
<b>Revenues</b>						
Charges for Services	2,047,000	1,194,083		1,155,395	(38,688)	96.8%
Interest Income	81,000	47,250		30,807	(16,443)	65.2%
Miscellaneous	0	0		423	423	
<b>Total Revenues</b>	<u>2,128,000</u>	<u>1,241,333</u>		<u>1,186,625</u>	<u>(54,708)</u>	95.6%
<b>Expenses</b>						
General Services	92,000	41,492		39,531	(1,961)	95.3%
Community Development	161,000	92,575		92,988	413	100.4%
PR&L Park Services	200,000	47,600		45,768	(1,832)	96.2%
Public Works & Utilities	323,000	145,673		95,142	(50,531)	65.3%
<b>Total Expenses</b>	<u>776,000</u>	<u>327,340</u>		<u>273,429</u>	<u>(53,911)</u>	83.5%
 Increase (Decrease) in Net Assets	 <u>1,352,000</u>	 <u>913,993</u>		 <u>913,196</u>	 <u>(797)</u>	

**City of Westminster  
Financial Report  
For Seven Months Ending July 31, 2011**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
<b>Golf Course Funds - Combined</b>						
<b>Revenues</b>						
Charges for Services	2,949,625	1,819,306		1,686,317	(132,989)	92.7%
Interfund Transfers	485,794	283,380		283,380	0	100.0%
Total Revenues	<u>3,435,419</u>	<u>2,102,686</u>		<u>1,969,697</u>	<u>(132,989)</u>	93.7%
<b>Expenses</b>						
Central Charges	239,008	139,060		119,793	(19,267)	86.1%
Recreation Facilities	3,196,411	1,972,890		1,746,439	(226,451)	88.5%
Total Expenses	<u>3,435,419</u>	<u>2,111,950</u>		<u>1,866,232</u>	<u>(245,718)</u>	88.4%
Increase (Decrease) in Net Assets	<u>0</u>	<u>(9,264)</u>		<u>103,465</u>	<u>112,729</u>	

**City of Westminster  
Financial Report  
For Seven Months Ending July 31, 2011**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
<b>Legacy Ridge Fund</b>						
<b>Revenues</b>						
Charges for Services	1,551,299	950,946		883,586	(67,360)	92.9%
Total Revenues	<u>1,551,299</u>	<u>950,946</u>		<u>883,586</u>	<u>(67,360)</u>	92.9%
<b>Expenses</b>						
Central Charges	130,269	75,556		68,433	(7,123)	90.6%
Recreation Facilities	1,421,030	866,828		798,488	(68,340)	92.1%
Total Expenses	<u>1,551,299</u>	<u>942,384</u>		<u>866,921</u>	<u>(75,463)</u>	92.0%
Increase (Decrease) in Net Assets	<u>0</u>	<u>8,562</u>		<u>16,665</u>	<u>8,103</u>	

**City of Westminster  
Financial Report  
For Seven Months Ending July 31, 2011**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
<b>Heritage at Westmoor Fund</b>						
<b>Revenues</b>						
Charges for Services	1,398,326	868,360		802,731	(65,629)	92.4%
Interfund Transfers	485,794	283,380		283,380	0	100.0%
Total Revenues	<u>1,884,120</u>	<u>1,151,740</u>		<u>1,086,111</u>	<u>(65,629)</u>	94.3%
<b>Expenses</b>						
Central Charges	108,739	63,504		51,360	(12,144)	80.9%
Recreation Facilities	1,775,381	1,106,062		947,951	(158,111)	85.7%
Total Expenses	<u>1,884,120</u>	<u>1,169,566</u>		<u>999,311</u>	<u>(170,255)</u>	85.4%
Increase (Decrease) in Net Assets	<u>0</u>	<u>(17,826)</u>		<u>86,800</u>	<u>104,626</u>	

CITY OF WESTMINSTER  
GENERAL RECEIPTS BY CENTER  
MONTH OF JULY 2011

Center Location Major Tenant	/----- Current Month -----/			/----- Last Year -----/			/--- %Change ---/		
	General Sales	General Use	Total	General Sales	General Use	Total	Sales	Use	Total
THE ORCHARD 144TH & I-25 JC PENNEY/MACY'S	408,555	15,087	423,642	355,141	22,683	377,823	15	-33	12
WESTFIELD SHOPPING CENTER NW CORNER 92ND & SHER WALMART 92ND	332,729	8,162	340,891	323,161	13,290	336,451	3	-39	1
SHOPS AT WALNUT CREEK 104TH & REED TARGET	252,492	1,750	254,242	244,131	1,576	245,707	3	11	3
NORTHWEST PLAZA SW CORNER 92 & HARLAN COSTCO	202,781	877	203,657	353,622	2,065	355,687	-43	-58	-43
BROOKHILL I & II N SIDE 88TH OTIS TO WADS HOME DEPOT	193,564	690	194,254	183,562	2,387	185,950	5	-71	4
SHOENBERG CENTER SW CORNER 72ND & SHERIDAN WALMART 72ND	192,035	552	192,587	190,303	608	190,911	1	-9	1
SHERIDAN CROSSING SE CORNER 120TH & SHER KOHL'S	181,559	1,128	182,687	173,420	594	174,015	5	90	5
INTERCHANGE BUSINESS CENTER SW CORNER 136TH & I-25 WALMART 136TH	154,137	489	154,627	198,416	653	199,070	-22	-25	-22
PROMENADE SOUTH/NORTH S/N SIDES OF CHURCH RANCH BLVD SHANE/AMC	120,980	23,985	144,965	115,226	30,855	146,080	5	-22	-1
CITY CENTER MARKETPLACE NE CORNER 92ND & SHERIDAN BARNES & NOBLE	120,520	367	120,886	118,174	897	119,070	2	-59	2
WESTMINSTER MALL 88TH & SHERIDAN 3 DEPARTMENT STORES	114,543	593	115,137	133,456	1,402	134,858	-14	-58	-15
NORTH PARK PLAZA SW CORNER 104TH & FEDERAL KING SOOPERS	105,050	1,255	106,305	97,783	480	98,264	7	161	8
LUCENT/KAISER CORRIDOR 112-120 HURON - FEDERAL LUCENT TECHNOLOGY	12,525	93,355	105,880	3,913	82,891	86,804	220	13	22
WESTMINSTER CROSSING 136TH & I-25 LOWE'S	99,432	77	99,509	97,422	370	97,792	2	-79	2
VILLAGE AT THE MALL S SIDE 88TH DEPEW-HARLAN TOYS 'R US	95,566	223	95,790	98,986	118	99,104	-3	89	-3

CITY OF WESTMINSTER  
 GENERAL RECEIPTS BY CENTER  
 MONTH OF JULY 2011

Center Location Major Tenant	Current Month			Last Year			%Change		
	General Sales	General Use	Total	General Sales	General Use	Total	Sales	Use	Total
STANDLEY SHORES CENTER SW CORNER 100TH & WADS KING SOOPERS	79,471	410	79,881	71,798	133	71,931	11	208	11
ROCKY MOUNTAIN PLAZA SW CORNER 88TH & SHER GUITAR STORE	59,257	315	59,572	63,623	258	63,880	-7	22	-7
WESTMINSTER PLAZA FEDERAL-IRVING 72ND-74TH SAFEWAY	52,104	190	52,295	43,593	205	43,798	20	-7	19
STANDLEY LAKE MARKETPLACE NE CORNER 99TH & WADSWORTH SAFEWAY	40,892	188	41,079	39,871	180	40,052	3	4	3
CHURCH RANCH CORPORATE CENTER CHURCH RANCH BOULEVARD LA QUINTA	32,872	7,299	40,171	14,854	1,881	16,736	121	288	140
VILLAGE AT PARK CENTRE NW CORNER 120TH & HURON CB & POTTS	38,256	982	39,238	40,515	964	41,479	-6	2	-5
BOULEVARD SHOPS 94TH & WADSWORTH CORRIDOR AMERICAN FURNITURE WAREHOUSE	34,479	531	35,010	28,078	506	28,584	23	5	22
WILLOW RUN 128TH & ZUNI SAFEWAY	32,233	221	32,455	32,829	206	33,035	-2	7	-2
BROOKHILL IV E SIDE WADS 90TH-92ND MURDOCH'S	27,967	644	28,611	19,562	2,379	21,941	43	-73	30
WESTMOOR NW OF 108TH AND WADSWORTH GE ACCESS	5,546	21,643	27,189	6,081	4,928	11,010	-9	339	147
	<u>2,989,546</u>	<u>181,014</u>	<u>3,170,560</u>	<u>3,047,520</u>	<u>172,510</u>	<u>3,220,031</u>	<u>-2</u>	<u>5</u>	<u>-2</u>

CITY OF WESTMINSTER  
 GENERAL RECEIPTS BY CENTER  
 JULY 2011 YEAR-TO-DATE

Center Location Major Tenant	YTD 2011			YTD 2010			%Change		
	General Sales	General Use	Total	General Sales	General Use	Total	Sales	Use	Total
THE ORCHARD 144TH & I-25 JC PENNEY/MACY'S	2,607,051	123,464	2,730,515	2,321,087	156,134	2,477,221	12	-21	10
WESTFIELD SHOPPING CENTER NW CORNER 92ND & SHER WALMART 92ND	2,370,487	17,444	2,387,931	2,487,594	47,204	2,534,798	-5	-63	-6
SHOPS AT WALNUT CREEK 104TH & REED TARGET	1,621,756	27,202	1,648,958	1,615,690	60,673	1,676,363	0	-55	-2
NORTHWEST PLAZA SW CORNER 92 & HARLAN COSTCO	1,583,888	9,835	1,593,723	1,529,603	4,731	1,534,334	4	108	4
SHOENBERG CENTER SW CORNER 72ND & SHERIDAN WALMART 72ND	1,342,999	3,913	1,346,912	1,319,004	3,027	1,322,030	2	29	2
BROOKHILL I & II N SIDE 88TH OTIS TO WADS HOME DEPOT	1,250,084	8,394	1,258,478	1,187,714	10,719	1,198,432	5	-22	5
SHERIDAN CROSSING SE CORNER 120TH & SHER KOHL'S	1,135,749	9,003	1,144,753	1,117,457	4,761	1,122,218	2	89	2
INTERCHANGE BUSINESS CENTER SW CORNER 136TH & I-25 WALMART 136TH	1,124,893	3,899	1,128,793	1,568,946	3,070	1,572,016	-28	27	-28
WESTMINSTER MALL 88TH & SHERIDAN 3 DEPARTMENT STORES	909,387	19,794	929,181	1,032,130	8,775	1,040,905	-12	126	-11
CITY CENTER MARKETPLACE NE CORNER 92ND & SHERIDAN BARNES & NOBLE	882,375	5,722	888,097	849,213	5,184	854,397	4	10	4
PROMENADE SOUTH/NORTH S/N SIDES OF CHURCH RANCH BLVD SHANE/AMC	853,983	195,742	1,049,725	817,966	221,584	1,039,550	4	-12	1
NORTH PARK PLAZA SW CORNER 104TH & FEDERAL KING SOOPERS	787,143	36,776	823,919	764,822	3,121	767,943	3	1078	7
STANDLEY SHORES CENTER SW CORNER 100TH & WADS KING SOOPERS	601,424	6,842	608,266	535,639	975	536,614	12	602	13
VILLAGE AT THE MALL S SIDE 88TH DEPEW-HARLAN TOYS 'R US	581,879	2,444	584,322	603,427	1,829	605,256	-4	34	-3
WESTMINSTER CROSSING 136TH & I-25 LOWE'S	460,058	2,129	462,187	472,738	702	473,441	-3	203	-2

CITY OF WESTMINSTER  
 GENERAL RECEIPTS BY CENTER  
 JULY 2011 YEAR-TO-DATE

Center Location Major Tenant	YTD 2011			YTD 2010			%Change		
	General Sales	General Use	Total	General Sales	General Use	Total	Sales	Use	Total
ROCKY MOUNTAIN PLAZA SW CORNER 88TH & SHER GUITAR STORE	446,355	1,506	447,861	474,642	3,601	478,243	-6	-58	-6
WESTMINSTER PLAZA FEDERAL-IRVING 72ND-74TH SAFEWAY	363,857	2,285	366,142	322,750	12,590	335,340	13	-82	9
STANDLEY LAKE MARKETPLACE NE CORNER 99TH & WADSWORTH SAFEWAY	294,528	1,233	295,761	290,806	1,674	292,481	1	-26	1
VILLAGE AT PARK CENTRE NW CORNER 120TH & HURON CB & POTTS	279,623	5,998	285,620	283,276	2,684	285,961	-1	123	0
WILLOW RUN 128TH & ZUNI SAFEWAY	223,962	2,091	226,053	241,325	3,380	244,705	-7	-38	-8
RANCHO PLAZA SE CORNER 72ND & FEDERAL RANCHO LIBORIO	198,835	30	198,865	225,550	1,111	226,661	-12	-97	-12
CHURCH RANCH CORPORATE CENTER CHURCH RANCH BOULEVARD LA QUINTA	194,399	35,687	230,086	79,687	22,290	101,978	144	60	126
ELWAY/DOUGLAS CORRIDOR NE CORNER 104TH & FED ELWAY MOTORS	187,774	3,471	191,245	157,676	3,106	160,782	19	12	19
BROOKHILL IV E SIDE WADS 90TH-92ND MURDOCH'S	186,850	12,645	199,496	135,179	34,236	169,416	38	-63	18
BOULEVARD SHOPS 94TH & WADSWORTH CORRIDOR AMERICAN FURNITURE WAREHOUSE	184,742	2,868	187,610	167,149	1,617	168,766	11	77	11
	20,674,082	540,419	21,214,501	20,601,070	618,781	21,219,851	0	-13	0



Agenda Memorandum

City Council Meeting  
August 22, 2011



**SUBJECT:** Standley Lake Bypass Study

**Prepared By:** Stephanie Bleiker, Senior Engineer  
Steve Grooters, Senior Projects Engineer

**Recommended City Council Action**

Based on the recommendation of the City Manager, find that the public interest will best be served by authorizing the City Manager to execute a professional services agreement with Hatch Mott MacDonald, Inc., for the Standley Lake Bypass Study in the amount of \$223,972 and authorize a 10% contingency of \$22,397 for a total project budget of \$246,369.

**Summary Statement**

- The City’s water supply system is set up to divert raw water from various sources and transfer that water through several conveyance systems to Standley Lake. From the Standley Lake outlet works, water is conveyed again through multiple pipelines to the City’s water treatment facilities. These multiple sources and treatment plants provide redundancy and increase reliability to the water supply system.
- Presently all water must go through Standley Lake and its outlet works. Additional system redundancy is desired for this area of the system to maintain reliable service should these facilities be taken offline for maintenance or other reasons.
- The main objective of this study is to confirm the most appropriate way(s) for the City to provide reliability to its water supply system by evaluating alternate routes from source to treatment facility that do not utilize Standley Lake or its outlet works.
- Previous work conducted by Staff has indicated that a bypass pipeline is a viable option. However, the pipeline could potentially be optimized through treated water interconnects with entities independent of Standley Lake or other possible solutions. This study will confirm the most cost effective ways to proceed with the project.
- Of the three proposals received, Staff believes Hatch Mott MacDonald, Inc. (HMM) and their team of sub-consultants provide the best value to the City because of their competitive pricing; proposed scope of work; successful experience of their proposed project team; and familiarity with the City’s and adjacent water providers’ infrastructure, raw water supply system and water agreements. Their experience should streamline the study and result in a quality end product.
- Contingent on the success of this project, Staff intends to bring back a recommendation to contract with HMM for the subsequent design of system improvements.
- Adequate funds are available in the Standley Lake Bypass Pipeline project account to fund this study.

**Expenditure Required:** \$246,369  
**Source of Funds:** Utility Fund – Standley Lake Bypass Pipeline



**Policy Issue**

Should the City execute a contract with HMM for the Standley Lake Bypass Study?

**Alternatives**

1. The City could choose to implement this project at a later date. This is not recommended as this study is the important next step in protecting the City's water supply.
2. The City could choose to award the contract to one of the other engineering consulting firms that submitted a proposal to complete this project. However, Staff reviewed all three proposals submitted and determined that the HMM team provided the most comprehensive and competitive proposal. Additionally, the HMM team has a history of success on current and past projects for the City.

**Background Information**

Currently, all of the City's raw water supply must pass through Standley Lake in order to reach the water treatment facilities and potable water distribution system. Redundant water supply routing is desired to reduce the City's vulnerability in the event that water in Standley Lake becomes unsafe, or the dam or its outlet valve structures must be taken offline for repairs, damage, potential zebra mussel impacts, or other unforeseen circumstances.

Work performed to date indicates that a raw water pipeline to bypass Standley Lake is a viable way of increasing system redundancy and reliability and Staff believes that a bypass pipeline of some size and length will be needed. However, there may be supplemental alternatives that could provide further reliability to the City's raw water supply while minimizing pipeline size and lifecycle costs. The main objective of this study is to confirm the most effective way(s) for the City to provide redundancy to Standley Lake and its outlet structures. Included in the study is development of alternatives that are consistent with the level of service provided by similarly sized water providers in the Colorado Front Range. Redundancy could potentially be provided through:

1. Use of existing raw water storage reservoirs and raw water conveyance channels that do not rely on Standley Lake or that could decrease the size and length of a new pipeline that bypasses Standley Lake;
2. Use of treated and/or raw water interconnects with adjacent water districts or municipalities that are independent of Standley Lake; or
3. Combinations of both 1 and 2

This project is to perform a thorough study of potential ways to provide cost-efficient redundancy to Standley Lake and develop recommendations for specific capital improvements. Following successful completion of the study, a contract for design of the project can then be negotiated with HMM and presented to City Council.

Due to the specialized nature of this project and the corresponding engineering expertise required, Staff sent a Request for Proposals (RFP) to twelve engineering firms who specialize in this type of system evaluation. Three proposals were received on June 9, 2011.

The HMM team is recommended by the staff review panel for this work based on their response to the following criteria as outlined in the Request for Proposals:

- Response to the requirements in the RFP and an approach that clearly indicates understanding of the project scope and City’s goals and expectations.
- Firm’s specialized experience in and knowledge of Westminster’s and neighboring ditch company and municipal water rights.
- Firm’s experience in the design and construction of raw water hydraulic structures, pipeline and pump stations.
- Recent and relevant project experience in the Colorado region for work of similar size, scope and complexity. Positive reference feedback regarding past project performance and the performance of individuals proposed for the project.
- Experience, availability and office location of each of the members of the team and their qualifications.
- Total level of effort and fee relative to the proposed approach. Competitive firm fee schedule and competitive hourly rates for their staff assigned to this project relative to their experience level.
- Project schedule and task breakdown that demonstrates clear understanding of the project, which allows for City input on project deliverables.

The three consultants that submitted proposals and hourly rate ranges for their key staff were as follows:

CH2M HILL, Inc.	\$119 to \$196/hr
Hatch Mott MacDonald, Inc.	\$120 to \$165/hr
Burns & McDonnell Engineering Company, Inc.	\$124 to \$192/hr

Engineering fees were based on each firm’s proposed approach and ranged from \$183,717 to \$204,680 with the HMM team submitting the highest and most complete proposal. Of the firms that proposed, the HMM approach and team experience were the best and most qualified for the project with a level of effort and fee competitive for the desired project scope of work. Their team had the strongest knowledge of Westminster’s raw water systems, treated water distribution system and Front Range water rights. Staff negotiated a final scope of work with the HMM team to include City-requested additional work for limited hydraulic modeling to confirm impacts to the City’s distribution pressure zones resulting in a final contract amount of \$223,972. In Staff’s opinion, retaining the HMM team to complete this study will result in a better end product and provide the best value to the City. Existing funds in the Standley Lake Bypass account are sufficient to fund this study and no new funds are requested.

The timely progress on the Standley Lake Bypass Study will assist the City in meeting the City Council’s Strategic Plan goals of providing “Financially Sustainable City Government Providing Exceptional Services,” “Safe and Secure Community” and ensuring “Vibrant Neighborhoods In One Livable Community.” With a water supply system that has reliable water delivery in place, the City can deliver water to its customers when interruptions would otherwise interfere.

Respectfully submitted,

J. Brent McFall  
City Manager



## Agenda Item 8 C

### Agenda Memorandum

City Council Meeting  
August 22, 2011



**SUBJECT:** Water Lease with the City of Black Hawk

**Prepared By:** Mary Jay Vestal, Senior Water Resources Engineer  
Josh Nims, Water Resources Engineering Coordinator

### Recommended City Council Action

Authorize City Manager to sign a Water Lease agreement for up to eight acre feet of water per year over a 20 year period to the City of Black Hawk.

### Summary Statement

- Black Hawk owes water to the Big Dry Creek basin in relation to its change of use of certain water rights. These obligations are referred to as “return flows.”
- Currently, Black Hawk does not have an easy means to pay the return flows owed to Big Dry Creek.
- The quantities of return flow Black Hawk owes to Big Dry Creek are relatively small.
- Westminster generates excess water at its wastewater treatment facilities and has the ability to make returns on a temporary basis to Big Dry Creek without impacting its water supply system.
- In relation to the City’s purchase of Black Hawk’s 11 Farmers Reservoir and Irrigation Company (FRICO) shares in 2010, the City agreed to pursue a long-term water lease with Black Hawk to pay Black Hawk’s required return flows on Big Dry Creek.
- The City will deliver Black Hawk up to eight acre feet of water each irrigation season for 20 years.
- Black Hawk will pay the City \$350 per acre foot per year, plus inflation. This is in line with other temporary leases for water in the South Platte River Basin.

**Expenditure Required:** \$0 – Westminster will receive reimbursement of a minimum of \$350 per acre foot for up to eight acre feet per year, with inflation

**Source of Funds:** N/A



**Policy Issue**

Does Council wish to authorize the City Manager to enter a 20-year Water Lease with the City of Black Hawk for up to eight acre feet of water per year?

**Alternative**

Council could choose not to enter into this agreement at this time. This is not recommended because this water lease constitutes a minor volume of water and is temporary. It will not negatively impact the City's water supply as the City has excess water during this time frame.

**Background Information**

In 2010, the City purchased 11 shares in the Farmers Reservoir and Irrigation Company (FRICO) from Black Hawk as part of the Comprehensive Water Supply Plan to secure the City's water supply for the future. As part of the negotiations for this purchase, the City agreed to discuss a temporary lease with Black Hawk to help them pay their required return flows on Big Dry Creek. This lease would be in lieu of the standard long-term leaseback of purchased shares. Because of the appeal of obtaining this large group of shares, the City was willing to work with Black Hawk on this matter.

Black Hawk wishes to lease up to eight acre feet annually of fully consumable water from Westminster to help satisfy its Church Ditch return flow obligations on Big Dry Creek. The City owns water rights that result in certain amounts of return flow consumptive use credits that are currently in excess of the City's needs at the locations at which they accrue. A portion of these return flows are treated at the City's Big Dry Creek Wastewater Treatment Plant and released in the form of fully consumable water to Big Dry Creek, a tributary of the South Platte River.

Pursuant to Chapter 14 of the Westminster City Charter, the City may lease water subject to certain findings and the judgment of the Westminster City Council. Staff has determined that the City may lease this water without negative affect on the City's ability to supply water to its citizens. This water represents only a small fraction of the water yield gained by purchasing Black Hawk's FRICO shares.

This Water Lease shall be for a term of 20 years. Deliveries will be made at specified rates from April through October, each year. The City will deliver effluent at the outfall of Big Dry Creek Wastewater Treatment Plant or raw water at another location on Big Dry Creek at or above the calling right on Big Dry Creek, at the City's discretion.

Black Hawk will pay the City an annual fee of \$350 per acre foot of delivered water, plus inflation, as outlined in the Water Lease. This price is sufficient to cover the City's costs associated with the lease, as well as to reimburse the utility fund. In addition, so long as this Water Lease is in effect, Black Hawk agrees that it will not file a statement of opposition or otherwise participate in any Water Court action filed by the City involving a change of use of its interests in the Standley Lake division of the Farmers Reservoir and Irrigation Company, or any action seeking a finding of diligence, or to make absolute any portion of the Standley Lake Conditional Water Right.

Black Hawk's use of this water shall be limited to satisfying return flow obligations to the Big Dry Creek basin arising under the terms and conditions of the change and augmentation plan decree in Case No. 94CW36.

In accordance with the requirements of Section 14.3 (a) of the Westminster City Charter, the City's obligations to deliver water under this Water Lease may be curtailed if the City adopts mandatory citywide water use restrictions due to an inability to satisfy the indoor water supply needs of its citizens, by an amount consistent with said mandatory citywide water use restrictions.

**SUBJECT:** Water Lease with City of Black Hawk

Page 3

This Water Lease meets City Council's objective of "Financially Sustainable City Government Providing Exceptional Services" by helping to secure and develop a long-term water supply.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment: Water Lease

## WATER LEASE

This Water Lease is made on this 8 day of JUNE, 2011 between the City of Westminster, a Colorado home rule city ("City" or "Westminster") and the City of Black Hawk ("Black Hawk"), a Colorado home rule city.

### RECITALS

A. Westminster owns and operates a municipal water utility system for the benefit of its citizens and water users. In this connection, it owns and uses certain decreed water rights in its system from which use the return flow to the South Platte River system can be credited against other consumptive uses. Westminster has determined that certain amounts of this return flow consumptive use credit are currently excess to its needs at the locations at which they accrue, and it desires to lease them on the terms and conditions expressed herein.

B. In the operation of its water supply system, Westminster generates sewerage return flows that are treated and released to the South Platte River basin at two separate wastewater treatment plants. A portion of these return flows are treated at Westminster's Big Dry Creek Wastewater Treatment Plant and released in the form of fully consumable water to Big Dry Creek, a tributary of the South Platte River.

C. Black Hawk owns and operates a municipal water utility system for the benefit of its citizens and water users. In this connection, it owns and uses certain decreed water rights in its system. Black Hawk has the right to use 72.35 Church Ditch Inches that were the subject of a change of use case in Water Court, Case No. 94CW36. Pursuant to the terms of said decree, Black Hawk owes certain return flows related to 32.5 of the Church Ditch Inches changed therein to the Big Dry Creek basin. Black Hawk wishes to lease up to 8 acre feet, annually, of fully consumable water from Westminster to help satisfy its return flow obligations on Big Dry Creek.

D. Pursuant to Section 14.2 of the Westminster City Charter, the City may otherwise dispose of property constituting part of the City's utility system subject to certain findings by the City Council. In the judgment of the Westminster City Council, the terms of this Water Lease, and the payments generated thereby, will result in improvement in the capacity, efficiency, or service of Westminster's utility system. In this regard, Westminster enters this Water Lease to effect the disposition of a portion of the City's utility system, and use the payments generated thereby to facilitate certain improvements in the City's utility system.

E. Pursuant to Section 14.3 of the Westminster City Charter, the City is further authorized to lease water subject to subsections (a) and (b) of said Section 14.3. In the judgment of the Westminster City Council, the terms of this Water Lease, and the payments generated thereby, satisfy the requirements of Section 14.3 (a) and Section 14.3 (b) of the Westminster City Charter.

NOW THEREFORE, the parties agree as follows:

**AGREEMENT**

1. During the term of this Water Lease, Westminster will lease to Black Hawk, up to eight (8) acre feet of fully consumable water, annually, beginning in calendar year 2011, (including, but not limited to, fully consumable treated municipal wastewater effluent), to be used by Black Hawk to satisfy its return flow obligations under the decree in Case No. 94CW36 to Big Dry Creek, on the following terms and conditions hereafter expressed.

2. Deliveries by Westminster pursuant to this Water Lease shall be at as constant a rate of flow as possible and shall not exceed the following amounts in any month:

April	May	June	July	August	September	October
1.0 a.f.	1.2 a.f.	1.6 a.f.	1.4 a.f.	1.2 a.f.	1.0 a.f.	0.6 a.f.

Deliveries will not be made during the months of November through March, and, in no event shall the deliveries in any April to October period exceed 8.0 acre feet. Black Hawk will notify Westminster by March 1<sup>st</sup> of each year the requested delivery amounts for each month of that year's delivery season. Ten days before the first day of any month during a delivery season, Black Hawk may submit a revised delivery schedule for the remainder of the delivery season. Westminster will advise Black Hawk if Westminster can meet the revised schedule by the first day of the month following the submittal. In no event, however, will Black Hawk's requested revision to the delivery schedule increase the total amount delivered in any month by more than 1.5 times the monthly total in the table set forth above.

Westminster shall deliver water at any of the following locations, or combinations thereof:

2.1 the outfall of Westminster's Big Dry Creek Wastewater Treatment Plant, the location of which shall be at the current location of the outfall or any subsequent location of the Big Dry Creek Wastewater Treatment Plant; and/or,

2.2. Any other location where now, or in the future, Westminster may be able to deliver fully consumable water to Big Dry Creek at or above the confluence of Big Dry Creek and the South Platte River, provided that such delivery is made above the calling right on Big Dry Creek pursuant to the decree in Case No. 94CW036.

The parties acknowledge and agree that Westminster shall have the sole right and the sole discretion to determine which locations identified above, or any combinations thereof, that it intends to use for delivery purposes. Upon delivery at the locations identified above, Black Hawk shall bear all losses, including, but not limited to transit losses or evaporative losses, from the point of Westminster's delivery to the point of Black Hawk's uses. Westminster may, in its

sole discretion, make deliveries from any source of water it wishes so long as the water delivered is fully consumable. Upon delivery, Black Hawk shall have the right to use and reuse any delivered water to extinction.

3. In consideration for the water delivered hereunder, Black Hawk agrees to pay Westminster an annual fee of \$350.00 per acre foot of delivered water. This annual fee shall escalate each year based on the increase in the Consumer Price Index ("CPI") for Denver/Boulder annually from December 31, 2010 onward. The increase in the annual fee will then apply to the per acre foot cost of delivered water for the next diversion season. The annual fee, however, shall never be less than \$350.00 per acre foot. In the event that the CPI is no longer calculated for Denver/Boulder, the parties will mutually agree on an appropriate measure of inflation. In November of each year, the City shall bill Black Hawk for water delivered during the previous delivery season. Payment shall be made to the City within 60 days of the date the City mails, or otherwise delivers, the statement to Black Hawk.

The Westminster City Council finds that the payments set forth in this paragraph, are in compliance with the requirements of Section 14.3(b) of the Westminster City Charter.

Failure to pay the amounts set forth above shall constitute a breach of this Water Lease and, Westminster may treat this Water Lease as terminated and discontinue any future deliveries of water.

4. It is recognized that one of the sources of delivery of water hereunder is contemplated to be lawfully discharged treated municipal wastewater effluent. Westminster may, in its sole discretion, also utilize fully consumable, raw water released from its system to satisfy delivery obligations. There is no guarantee or representation as to quality of water delivered hereunder except that to the extent that treated municipal wastewater effluent released directly from a wastewater treatment plant is utilized to satisfy delivery obligations, any such treated municipal wastewater effluent released directly from a wastewater treatment plant will be discharged in accordance with the limits and terms of wastewater discharge permits maintained by Westminster, except that short term upsets in the quality of effluent discharges or effluent discharges pursuant to a compliance schedule are expressly excluded from this requirement. To the extent that delivery obligations are satisfied by releases of fully consumable water from a ditch or reservoir, there is no guarantee or representation as to the quality of water delivered hereunder. Westminster agrees it will not object to the quality of water delivered or released for Black Hawk's benefit under this Water Lease.

4.1 The parties expressly acknowledge and agree that Westminster has made no representation or warranties regarding the quality of or fitness for any use of the water delivered hereunder. Black Hawk hereby waives any actual or potential rights it might have concerning any warranties from Westminster as to fitness for a particular use, product liability claims, and all other extant or later created or conceived of strict liability or strict liability claims and rights concerning the fitness or appropriateness of the water delivery hereunder for a particular use or users. Moreover, Westminster does not represent or guarantee that the water delivered hereunder is suitable for any use by Black Hawk or others.

4.2 The parties further acknowledge and agree that the water delivered pursuant to this Water Lease is delivered on an "as-is" basis. Black Hawk bears all risks that the quality of water delivered hereunder is sufficient for its uses. Adverse determinations by a Court or administrative agency as to the quality of water delivered hereunder for use in a substitute water supply plan shall not be grounds for rescission of this Water Lease.

5. The water delivered pursuant to this Water Lease is provided strictly on a lease basis. Black Hawk shall not have any right of ownership of the water delivered hereunder. Westminster will properly account for the delivery of the water contemplated herein in a manner consistent with its current accounting practices and will provide copies of said accounting to Black Hawk upon request. Said accounting will identify the location of the delivery of water to Black Hawk.

6. This Water Lease may not be assigned by Black Hawk without the prior written consent of Westminster, which consent may be withheld in Westminster's sole discretion. Black Hawk shall provide Westminster with notice of any intention to assign this Water Lease to any other third party.

7. This Water Lease shall be for a term of 20 years and, unless mutually extended, shall terminate upon the occurrence of any one of the following events:

- a. Black Hawk's failure to timely pay the annual fee for delivery of the water;
- b. On December 31, 2030, unless a later date is subsequently agreed to by the parties; or
- c. Upon mutual written agreement of the parties.

8. So long as this Water Lease is in effect, Black Hawk agrees that it will not file a statement of opposition or otherwise participate in any Water Court action filed by the City of Westminster involving a change of use of its interests in the Standley Lake division of the Farmers Reservoir and Irrigation Company, or any action seeking a finding of diligence or to make absolute any portion of the Standley Lake Conditional Water Right decreed in Case No. 60052, District Court of the City and County of Denver.

9. All notices required to be given or made under the Water Lease shall be in writing and sent by United States mail or hand delivery to the following addresses:

To Westminster: City of Westminster  
Director of Public Works & Utilities  
4800 West 92nd Avenue  
Westminster, Colorado 80031  
Facsimile: (303) 706-3927

To Black Hawk: City of Black Hawk

Director of Public Works  
P.O. Box 68  
Black Hawk, Colorado 80422  
Facsimile: (303) 582-2250

All notices will be deemed effective one (1) day after hand delivery, or if mailed, upon receipt. Either party, by written notice, may change the address to which future notices, billings, or payments shall be sent.

10. To the extent this Water Lease is assigned to any third party pursuant to Paragraph 6, above, Black Hawk will obtain a written acceptance of the terms of this Water Lease by the third party, including, but not limited to the provisions of Paragraph 4, above, as well as a written waiver signed by the third party specifically waiving the same rights waived by Black Hawk in Paragraph 4.1, above.

11. Black Hawk's use of this water shall be limited to satisfying return flow obligations to the Big Dry Creek basin arising under the terms and conditions of the change and augmentation plan decree in Case No. 94CW36. Black Hawk shall bear all risks that the water provided hereunder may be used for said purposes. Black Hawk shall not identify or otherwise attempt to use the water delivered hereunder in any future Water Court application for a plan for augmentation or in any plan for augmentation decree other than Case No. 94CW36 without Westminster's express consent, which may be withheld in Westminster's sole discretion. To the extent Westminster consents to the future use of the water delivered hereunder in a subsequent Water Court application or decree, Black Hawk agrees it will not jeopardize Westminster's water rights decrees by taking any action in such an application or decree that causes, or could potentially cause, a reopening of any Westminster decree. To the extent permitted by law, Black Hawk will indemnify Westminster for any costs or expenses incurred if any Westminster water rights decree is reopened as a result of Black Hawk's application for use of the delivered water, or if any Black Hawk application causes Westminster or its staff to be deposed, subject to a subpoena, compelled to testify at trial, or otherwise subject to discovery requests. In such an event, Black Hawk agrees to promptly reimburse Westminster for its costs and expenses associated with the same, including staff time and reasonable attorney fees.

12. In accordance with the requirements of Section 14.3 (a) of the Westminster City Charter, Westminster's obligations to deliver water under this Water Lease may be curtailed under the following circumstances. If, in Westminster's sole discretion, Westminster adopts mandatory citywide water use restrictions as a result of drought conditions, dam failure, or other catastrophic circumstance limiting Westminster's ability to satisfy the indoor water supply needs of its citizens, Westminster may curtail daily deliveries to Black Hawk under this Water Lease by an amount consistent with said mandatory citywide water use restrictions. Once any such mandatory citywide water use restrictions expire or are otherwise lifted, Westminster shall immediately thereafter resume full daily deliveries under this Water Lease.

13. If, for any reason Westminster is temporarily unable to satisfy its obligations for delivery of water to Black Hawk under this Water Lease for any period of time, the parties agree that any damages resulting to Black Hawk therefrom shall be limited to a pro rata refund of the

total lease payment. Westminster shall not be liable for any consequential, exemplary or punitive damages for failure to deliver water pursuant to this Water Lease. Other than a pro rata refund of the total lease payment, no other damages may be asserted or paid by Westminster to Black Hawk as a result of the inability to delivery water. Black Hawk expressly waives any and all other claims of damages.

14. A default shall be deemed to have occurred if either party breaches its obligations hereunder and fails to cure such breach within 30 days of written notice from the non-breaching party specifying the breach. Waiver or failure to give notice of the particular default or defaults shall not be construed as acquiescence to any continuing or subsequent default. The parties hereto shall have all remedies available at law and in equity.

15. This Water Lease represents the entire agreement of the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral with respect to the delivery of up to 8 acre feet annually of fully consumable water contemplated herein.

16. This Water Lease may only be amended in writing by the mutual agreement of the undersigned parties, or their successors and assigns.

17. If any covenant, term, condition, or provision of this Water Lease shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained in this Water Lease. The intention of Westminster and Black Hawk is that all provisions hereof are severable.

18. Each of the persons executing this Water Lease on behalf of the parties hereto, covenants and warrants that he or she is fully authorized to execute this Water Lease on behalf of the party he or she represents.

This agreement is made as of the above date.

**CITY OF WESTMINSTER**

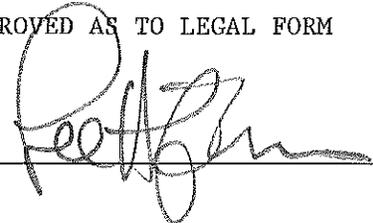
By \_\_\_\_\_  
J. Brent McFall, City Manager

ATTEST:

APPROVED AS TO LEGAL FORM

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

(SEAL)

\_\_\_\_\_  


**CITY OF BLACK HAWK**

By   
David Spellman, Mayor

ATTEST:

  
City Clerk

(SEAL)



## Agenda Item 8 D

### Agenda Memorandum

City Council Meeting  
August 22, 2011



**SUBJECT:** 2011 Concrete Replacement Change Order

**Prepared By:** Rob Dinnel, Streets Project Specialist  
Dave Cantu, Street Operations Manager

### Recommended City Council Action

Authorize the City Manager to execute a contract change order with Keene Concrete, Inc. in the amount of \$95,300 for additional concrete replacement in 2011.

### Summary Statement

- On January 25, 2010, City Council awarded a contract worth \$1,503,073 for replacement of deteriorated curbs, gutters and sidewalks to Keene Concrete, Inc. with the option of annual contract renewals for 2011 and 2012.
- Staff negotiated with Keene Concrete, Inc. and agreed to a 2% increase for 2011 and renewed the agreement in the amount of \$953,000. A project contingency of \$95,300 was planned for and set aside.
- Actual concrete replacement totals have exceeded staff estimates by 10% and a change order to the contract is required to replace an additional 2,800 lineal feet of deteriorated curbs, gutters, sidewalks, crosspans, and curb ramps on streets earmarked for pavement resurfacing and sealcoating in 2011.
- Adequate funds are currently available in the Street Operations Division operating budget for this expenditure.
- All work to be performed as part of the 2011 amendment will be done at the agreement pricing.
- City Council approval is required on the change order since this single change order is greater than 5% and the total exceeds \$50,000 per the City's purchasing requirements.

**Expenditure Required:** \$95,300

**Source of Funds:** General Fund- Street Division Operating Budget



**Policy Issue**

Should a contract change order with Keene Concrete, Inc. for additional concrete replacement be approved?

**Alternative**

The City could choose to not replace concrete on the remaining streets earmarked for resurfacing or sealcoating, in which case:

1. Available dollars for asphalt work could increase by \$95,300.
2. The asphalt improvements would not realize full life expectancy, due to accelerated deterioration where damaged gutters are left in place.
3. Citizen concerns and requests for service regarding concrete replacement would likely increase.

Staff does not recommend this alternative due to the negative impact with citizens and on the City's overall street rehabilitation program.

**Background Information**

Formal bids were solicited in accordance with the City bidding requirements for the 2010 Concrete Replacement Project. Keene Concrete, Inc. was the successful low bidder of four contractors responding and was awarded the bid.

The contract documents for the 2010 Concrete Replacement Project included a clause to allow the renewal of the contract for two additional one-year periods, if beneficial to both parties. 2011 is the first renewal year for the Concrete Replacement Project. Annual unit price cost adjustments, if any, were to be based on the Consumer Price Index for Urban Consumers which amounted to 2%. Both parties agreed to the increase and the contract was renewed for 2011.

City Staff estimated in September of 2010 that there was 28,000 lineal feet of deteriorated curbs, gutters, sidewalks, crosspans, and curb ramps on the 207 locations that were earmarked for street resurfacing or sealcoating in 2011. Staff has encountered extremely deteriorated concrete and significant gutter ponding issues in Stratford Lakes and NorthPark subdivisions resulting in higher than estimated quantities during the course of the project and is anticipating an overall 10% overrun.

City Council approval is required on the change order since this single change order is greater than 5% and the total exceeds \$50,000 per the City's purchasing requirements as stated Westminster Municipal Code – 15-1-7(A).

This change order helps achieve City Council's Strategic Plan Goals of "Financially Sustainable City Government, Safe and Secure Community and Vibrant Neighborhoods and Commercial Area" by meeting the following objectives: Well maintained City infrastructure and facilities, Safe citizen travel throughout the City, and Maintain and improve neighborhood infrastructure and housing.

Respectfully submitted,

J. Brent McFall  
City Manager



# Agenda Item 8 E

## Agenda Memorandum

City Council Meeting  
August 22, 2011



**SUBJECT:** Railroad Crossing Surface Installation Agreement

**Prepared By:** Dave Cantu, Street Operations Division Manager

### Recommended City Council Action

Based on the recommendation of the City Manger, City Council finds that the public interest will best be served by authorizing the City Manager to execute a sole source crossing surface installation agreement with Burlington Northern Santa Fe Railway Company for replacement of existing crossing surfaces at Lowell Boulevard and at West 88<sup>th</sup> Avenue, in an amount not to exceed \$145,861.

### Summary Statement

- City Council approved adequate funds for this expense in the 2011 General Capital Improvement Fund and through the 2010 Carryover Funds Appropriation passed on Second Reading of Councillor’s Bill No. 25 on August 8, 2011.
- City Staff negotiated project costs with Burlington Northern Santa Fe (BNSF) Railway Company for installation of new concrete crossing surfaces, replacing 75 linear feet of existing rubber pad crossing surface at Lowell Boulevard, and 265 linear feet of existing concrete pad crossing surface at West 88<sup>th</sup> Avenue (see attached location map).
- BNSF Railway Company will perform all necessary track upgrades to accommodate new concrete pad crossing surfaces at each site: Lowell Boulevard crossing cost at \$40,317 and West 88<sup>th</sup> Avenue crossing cost at \$105,544.
- As in the past, City crews will provide patch back of asphalt adjacent to the crossings and provide traffic control devices to detour traffic during installation of new crossing surfaces. These costs will be absorbed in the Street Division Operating Budget.
- Staff has been pursuing a commitment from BNSF Railway Company to replace deteriorating crossing surfaces for several years, particularly the past three years for the West 88<sup>th</sup> Avenue crossing, in an attempt to achieve replacement prior to resurfacing of the street that was originally due for resurfacing in 2009, and is now scheduled for 2011. BNSF Railway Company has now agreed to move forward with these improvements.
- This is being recommended as a sole source contract because BNSF Railway Company requires that the work be completed by them.

**Expenditure Required:** \$145,861

**Source of Funds:** General Capital Improvement Fund  
– Railroad Crossing Surface Replacement Program - \$118,354  
2010 General Fund Carryover - \$27,507



**Policy Issue**

Should the City accept the negotiated costs and execute a sole source crossing surface installation agreement with BNSF Railway Company for replacement of crossing surfaces at Lowell Boulevard and West 88<sup>th</sup> Avenue?

**Alternative**

Council could choose not to authorize execution of the agreement with BNSF Railway Company and leave existing crossing surfaces in place. Staff does not recommend this alternative for the following reason. The existing Lowell Boulevard crossing surface (rubber pads) have been in service since 1980 and are breaking down at an accelerated rate. The West 88<sup>th</sup> Avenue crossing surface (early concrete design) has been in service since 1995 and is showing deterioration and developing pot holes. Both crossings are rough riding and will continue to deteriorate becoming hazardous. In addition, resurfacing of West 88<sup>th</sup> Avenue has been delayed since 2009 in efforts to obtain commitment from BNSF Railway Company to accomplish surface replacements prior to resurfacing of this street now scheduled for 2011.

**Background Information**

In 2007 Street Division Staff initiated a railroad crossing surface maintenance plan, rating the nine railroad crossings through the City. At that time six crossings were rated poor to very poor. Two of the six have since been replaced (West 72<sup>nd</sup> Avenue and West 112<sup>th</sup> Avenue crossings). Through the years Staff has experienced great difficulty in obtaining commitment from BNSF Railway Company to replace crossing surface pads. BNSF Railway Company officials indicated it would be easier to schedule specific year replacements if funding was identified in advance. Staff requested and was granted funding for crossing surface replacement through the five year Capital Improvement Program (CIP) process. BNSF Railway Company was approached with requests for specific years of replacement; well in advance of the year crossings would need to be replaced, and in conjunction with the annual street improvement projects whenever possible. Unfortunately, BNSF Railway Company has not been timely in following through with crossing replacements.

In past years, purchase of crossing surface pads both concrete and rubber were available directly to the City. Staff purchased crossing surface materials and stored them until the BNSF Railway Company would mobilize crews to replace the crossing surface. This resulted in years of storage, missing parts, and transport to each location by the Street Division once BNSF Railway Company finally mobilized to do the work.

Purchase of materials by the City directly from the manufacturer is no longer an option. BNSF Railway Company has standardized surface crossing material with a specific concrete pad manufacturer. To date, all railroad surface crossing replacements in the City have included the initial outlay for crossing surface materials, payment to BNSF Railway Company for track grade adjustment and installation of the crossing surface with Street Division Staff performing asphalt patch back and traffic control.

In 2011, Staff obtained cost estimates from BNSF Railway Company of \$211,087 for the West 88<sup>th</sup> Avenue crossing, and \$80,633 for the Lowell Boulevard crossing, these costs were all inclusive. With insufficient funding available for all inclusive projects, Staff negotiated a 50/50 split in costs with BNSF Railway Company, with the Street Division performing patch back and providing traffic control as it has in the past.

Negotiated costs for the Lowell Boulevard and West 88<sup>th</sup> Avenue railroad crossing surface installations average \$488/linear foot, which is less than the overall expenditure incurred historically with the City purchasing the crossing pads separately and then paying BNSF Railway Company for track adjustments and installation of new crossing pads at an average cost of \$551/linear foot.

City Council appropriated \$27,507 in 2010 Carryover Funds to cover a short fall in funding for this project, on August 8, 2011 passing Councillor's Bill No. 25 on Second Reading. BNSF Railway Company recently submitted an invoice to the City for \$30,000 for crossing surface replacement of West 112<sup>th</sup> Avenue for work completed in October of 2009. As a result of this late invoice, insufficient funding was available to complete the planned 2011 projects. Appropriation of carryover funds allows both 2011 planned projects to move ahead.

The proposed council action supports City Council's goals and objectives of Financially Sustainable City Government; Vibrant Neighborhoods and Commercial Areas by providing well maintained city infrastructure through timely resurfacing and reconstruction of roadways; and Safe and Secure Community by providing smooth, safe pavements for the motoring public.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment: Railroad Crossing Surface Replacement Locations map





## Agenda Item 8 F

### Agenda Memorandum

City Council Meeting  
August 22, 2011



**SUBJECT:** Swim and Fitness Center Renovation Contract Amendment Two

**Prepared By:** Jerry Cinkosky, Facilities Manager  
Kathy Piper, Landscape Architect II-Project Manager

### Recommended City Council Action

Authorize the City Manager to execute a second contract amendment with Dohn Construction, Inc. for the Swim and Fitness Center Renovation Project to increase the Guaranteed Maximum Price from \$1,515,000, to \$1,622,580 to include an additional \$107,580 for major capital improvements to the facility that are items that the Building Operations and Maintenance Division has identified as being outside the scope of the initial renovation project.

### Summary Statement

- On April 11, 2011, Council approved a Construction Manager/General Contractor (CM/GC) contract with Dohn Construction Inc., identifying preconstruction fees of \$6,250 and estimated construction fees not to exceed \$130,865 for the Swim and Fitness Center Renovation.
- As part of the CM/GC agreement, Staff returned to Council on July 25, 2011, to amend this existing contract to include a Guaranteed Maximum Price (GMP) for construction of this project of \$1,515,000.
- BO&M has identified some major maintenance items that are outside the scope of the initial phase of this project and would normally have been bid and accomplished during the annual facility shutdown.
- Each component of this project requiring a subcontractor has been competitively bid by the general contractor, including these additional major maintenance items.

**Expenditure Required:** \$107,580

**Source of Funds:** General Capital Improvement Fund  
- Recreation Facility BO&M Major Maintenance



**Policy Issue**

Should the City proceed with the major maintenance items as part of the Swim and Fitness Center Renovation?

**Alternatives**

1. City Council could reject Staff's recommendation to authorize the second contract amendment to change the Guaranteed Maximum Price (GMP) for these major capital improvements for this project.
2. City Council could have these major maintenance projects be under a separate contract with Dohn Construction, Inc. Staff does not recommend this alternative due to the competitive pricing and established schedule for this project. Dohn Construction, Inc. has received multiple bids for each of the maintenance items and can insert these items into their current schedule while the Swim and Fitness Center is closed for the renovation construction.

**Background Information**

The Building Operations and Maintenance Division typically addresses major capital improvements during the Swim & Fitness Centers annual maintenance closing, which has been scheduled for the same time as the renovation project. With the aggressive construction schedule and coordination needed for all the different projects, Staff believes it would be very beneficial to contract the Building Maintenance Divisions projects through Dohn Construction. With the total cost of the maintenance projects exceeding \$50,000, Dohn Construction, Inc. was asked to provide a minimum of three competitive bids for each of the additional projects the Building Maintenance Division would be trying to accomplish during the scheduled shut down. The additional items include replacing the entry doors and tiling to the facility, painting and cleaning the ceiling above the pools, replacing the large pool and therapy pool edge tiling, and removing and replacing the diffusers in the Natatorium. Most of these improvements can only be accomplished when the facility is shut down and the pools are drained.

The Swim and Fitness Center opened in the 1970's and over the past 40 years has had several renovations to accommodate the changing needs of the community. On March 8, 2010, City Council approved a contract with Sink, Combs, and Dethlefs architects to provide a conceptual facility master plan for future expansion and improvements to the facility. The conceptual master plan encompasses upgraded locker room facilities; a family changing room; evaluation of the core area to eliminate the various levels to help with accessibility for various abilities; the addition of areas for party rooms; upgrading of swim features; and providing a gymnasium, indoor track, and parking accessibility from the north and south ends of the facility. The conceptual master plan is a preliminary document that is subject to change and is dependent on the availability of adequate funding.

Phase one of the Swim and Fitness Center conceptual master plan will concentrate on renovating the current restroom and shower facilities to include family changing rooms and rearranging the existing pedestrian circulation for better patron access to the lockers and pool area. The sauna, steam room and hot tub will be relocated to the pool area to help with user conflicts in the tot pool and front lobby. An outdoor splash feature will be added to the south end of the facility and will be designed to allow the space to be enclosed in the future. On January 3, 2011, Staff presented Council with a Staff Report and presentation detailing a proposed breakdown of the project costs and proposed funding sources for this project.

A breakdown of the costs previously identified is as follows:

Locker Room	\$779,000
Sauna	\$51,000
Steam Room	\$61,000
Outdoor Waterplay	\$413,000
Hot Tub/Lifeguard Office	\$211,000
Total *	\$1,515,000
15% Contingency	\$227,250
Grand Total	\$1,742,250

\* Includes \$137,115 construction fees

Staff has been working since March of 2010 with the project team to complete the design of the renovations hand in hand with cost estimating to keep the project costs within a reasonable range. Staff anticipates receiving building permits and beginning construction in August 2011 and having substantial completion by January 2012.

This project supports the City Council Strategic Plan Goals of “Financially Sustainable City Government Providing Exceptional Services” and “Beautiful and Environmentally Sensitive City.”

Respectfully submitted,

J. Brent McFall  
City Manager



## Agenda Item 8 G

### Agenda Memorandum

City Council Meeting  
August 22, 2011



**SUBJECT:** Bradburn Boulevard/Raleigh Street Realignment - Contract Amendment for Environmental Evaluations

**Prepared By:** Stephen Baumann, Assistant City Engineer

### Recommended City Council Action

Authorize the City Manager to execute a contract amendment with Jacobs Engineering Group in the amount of \$76,389 for environmental evaluations required for the Bradburn Boulevard/Raleigh Street Realignment project; authorize a total of \$80,200 for the amendment with a contingency of \$3,811.

### Summary Statement

- In July 2010, City Council approved a contract with the Jacobs Engineering Group for the preliminary design of the Bradburn Boulevard/Raleigh Street Realignment.
- Among other improvements, the project will replace a substandard culvert that conveys Little Dry Creek under 72<sup>nd</sup> Avenue and utilize \$1.84 million from the federally-funded Off-System Bridge Program, committed in 2013, and administered by the Colorado Department of Transportation (CDOT).
- Federal funding necessitates that certain requirements of the National Environmental Policy Act be met, including evaluation of impacts of the project in terms of noise, air quality, threatened and endangered species, hazardous materials and historic resources.
- In conjunction with CDOT and City staff, Jacobs has developed a scope of work for these evaluations with fees totaling \$76,389.
- Staff is recommending this work be amended to the existing contract with Jacobs since the firm is so closely related to the preliminary design activities, and, more importantly, so the work can be accomplished as quickly as possible to clear the way for final design and right-of-way acquisition in 2012.

**Expenditure Required:** \$80,200

**Source of Funds:** 2011 Community Development Block Grant Fund



## **Policy Issue**

Should the City amend the existing contract with Jacobs Engineering Group to have them perform environmental evaluations necessary to receive environmental clearances for the Bradburn Boulevard/Raleigh Street Realignment as required under federal funding guidelines?

## **Alternative**

There is no alternative to performing the environmental evaluations. They are required in order for the City to utilize the \$1.84 million in federal funds. However, the City could solicit proposals for that work rather than negotiating the work as an amendment to the Jacobs Engineering Group contract as is being recommended here. While requesting proposals from other firms might result in lower fees for this work, doing so would delay the completion of the environmental evaluations by about two months. Having Jacobs perform this work as part of the firm's contract is timely and convenient, and is very compatible with its contract for preliminary design. Jacobs not only has good familiarity with the project by virtue of the existing contract, but the firm's employees have worked with CDOT extensively on environmental evaluations of similar scope. Jacobs would certainly be most qualified firm to perform this work.

## **Background Information**

The Bradburn Boulevard/Raleigh Street Realignment is a project that will reconstruct Bradburn Boulevard south from approximately the BNSF railroad tracks to align with Raleigh Street at 72<sup>nd</sup> Avenue. This will eliminate a 200 foot offset of those streets that creates operational and safety issues along 72<sup>nd</sup> Avenue. The project involves significant utility relocations and the replacement of the low-rated box culvert bridge carrying 72<sup>nd</sup> Avenue over Little Dry Creek. The project is anticipated to begin construction in 2013

In July 2010, City Council approved a contract with the Jacobs Engineering Group, Inc, for preliminary engineering services related to the proposed Bradburn Boulevard/Raleigh Street Realignment. Jacobs was chosen from among three firms that were short-listed based on their proposals, experience and familiarity with the project. Funding in the amount of \$118,500 was authorized for this contract and some contingent efforts related to the project.

Later in 2010, after the engineering services contract was underway, the City received word that the Colorado Department of Transportation's (CDOT) Special Highway Committee had recommended approval of the City's second request for bridge replacement funding to apply toward replacing the Little Dry Creek culvert, which is an integral component of the realignment project. There is now a total of \$1.84 million dollars of federal funding committed for that part of the project with those funds being programmed for fiscal year 2013.

Because of the federal funding, the overall project must meet National Environmental Policy Act requirements. Jacobs worked with CDOT to determine the necessary extent of environmental assessments that must be done to get environmental "clearance" for the project and allow it to proceed to right-of-way acquisition and construction. Although a relatively small project, environmental impacts under the headings of noise and air quality, traffic, threatened and endangered species, hazardous materials and historic resources must all be evaluated and documented along with recommendations for mitigation of adverse impacts, if any.

Due to the time involved in performing the environmental evaluations, and the importance of securing clearance ahead of right-of-way acquisition and construction, City staff negotiated a draft scope of work directly with Jacobs at a proposed fee of \$76,389. In general, environmental evaluations to secure clearance for projects like these cost between 1% and 2% of the project cost, and the estimated cost of the Bradburn/Raleigh Realignment is between \$4.5 and \$5 million. The environmental evaluation dovetails

nicely with the Jacobs' preliminary engineering tasks and timing under the existing contract and can be ready to present to CDOT and other federal agencies before final design gets underway later this year or early in 2012. City staff is recommending that an amendment to Jacobs' contract be approved at the amount noted above so they can begin the required environmental evaluations immediately. Funds are available for this work in the 2011 Community Development Block Grant Fund.

This project supports City Council's Strategic Plan goal of a Financially Sustainable City Government Providing Exceptional Services by re-investing in city infrastructure and facilities and utilizing alternative funding sources to help do so. It also will contribute to the goal of Vibrant Neighborhoods in One Livable Community by enhancing the transportation network in south Westminster.

Respectfully submitted,

J. Brent McFall  
City Manager



## Agenda Item 8 H

### Agenda Memorandum

City Council Meeting  
August 22, 2011



**SUBJECT:** Intergovernmental Service Agreement with the City of Westminster and Orchard Park Place North General Improvement District

**Prepared By:** Karen Creager, Special Districts Accountant

### Recommended City Council Action

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

### Summary Statement

- The Orchard Park Place North General Improvement District (District) was created on September 14, 2009 for the purpose of levying property taxes against the property owners to pay recovery fees to the City and for maintenance of improvements constructed in the District.
- On November 3, 2009, voters in the District agreed to a property tax mill levy of 3 mills (to be adjusted annually by the Board) for annual operating expenses including administrative expenses and maintenance expenses. Additionally, the voters in the District agreed to a property tax mill levy not to exceed 10 mills to pay the District debt.
- The District has no Staff; therefore, the City provides crucial administrative services to the District.
- The Intergovernmental Service Agreement (IGSA) between the City and the District outlines the obligations with regard to administrative services provided to the District by the City and the District's compensation to the City for such services.
- This agreement is retroactive to January 1, 2011.

**Expenditure Required:** \$0

**Source of Funds:** N/A



## **Policy Issue**

Should Council authorize the attached IGSA with the District?

## **Alternative**

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

## **Background Information**

Orchard Park Place North General Improvement District was created on September 14, 2009. The District is located on the south side of 144<sup>th</sup> Avenue at the I-25 interchange. The District was created to pay recoveries owed for improvements constructed in the District as well as annual operating expenses including maintenance of the improvements.

The improvements constructed in the District are necessary to support the Centura/AZG development. Centura will develop a 40 acre medical complex that will employ up to 800 people at build-out. AZG is a retail developer from Arizona, who currently owns the remaining 16 acre parcel.

The Centura/AZG project is important to the City's economic development efforts because:

- A new major medical complex and employer in the City is being provided.
- It will provide daytime population to support the retail development occurring in the North I-25 area (i.e. the Orchard and Westminster Crossing areas).
- It will help jump start the vision of having a significant business park/employment center along I-25, north of 136<sup>th</sup> Avenue.
- The medical industry is a growing sector of the economy and this project will have a positive affect on the City's long-term economic outlook.
- The project gets the road and utility infrastructure in place that will facilitate future business development in the area.

On November 3, 2009, an election in the District was held. The electors approved a 3 mill levy for annual operating expenses to operate and maintain capital improvements and to administer the District. Also approved was a 10 mill levy to pay the District debt.

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

The attached IGSA outlines the services that the City will provide and the fee the District will pay to the City for those services. The fee is to be set annually through the budget process and is labeled "Administration" in the District's budget. The fee is due on or before August 1 each year. Services have been provided to the District beginning in 2011; however, no IGSA was in place allowing for the payment of the fee. Therefore, the attached IGSA is retroactive to January 1, 2011. The IGSA sets the fee at \$10,000/year for 2011-2013 and provides for repayment of the fee from future excess revenues if the fee is not fully paid for the first three years. It is anticipated that revenues in 2011 will not be sufficient to pay the full fee for 2011. However, Staff anticipates that the assessed valuation in the District will increase as the development progresses.

**SUBJECT:** IGSA with the Orchard Park Place North GID

Page 3

This recommended action supports the strategic objectives of a Financially Sustainable City Government Providing Exceptional Services, a Strong, Balanced Local Economy and Vibrant Neighborhoods in One Livable Community. It does so by assuring that the City receives payment, when appropriate, for the services it provides to the Orchard Park Place North General Improvement District which assists in construction of improvements for the development of commercial areas in “The Orchard”.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment – IGSA Agreement

## INTERGOVERNMENTAL SERVICE AGREEMENT

THIS INTERGOVERNMENTAL SERVICE AGREEMENT (the "Agreement") is made and entered into this day \_\_\_\_\_ of \_\_\_\_\_, 2011, (the "Effective Date") by and between THE CITY OF WESTMINSTER, COLORADO, a Colorado home-rule municipality, and the WESTMINSTER ORCHARD PARK PLACE NORTH GENERAL IMPROVEMENT DISTRICT (the "Parties.")

### RECITALS

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

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

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

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

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

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

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

WHEREAS, the electors of the District have previously authorized the District to levy a mill levy not to exceed 3 mills for annual operating and maintenance expenses of the District; and

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

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

## ARTICLE I

### TERM OF AGREEMENT

SECTION 1. Effective Date of the Agreement; Duration of Agreement Term. The Initial Term of this Agreement shall be the 1<sup>st</sup> of January, 2011 through December 31, 2011. Thereafter, this Agreement shall automatically renew for additional one-year periods commencing on each January 1 following the Initial Term, provided, however, that either party may terminate this Agreement upon at least thirty (30) days advance notice to the other, in which case this Agreement shall be deemed terminated as of the last day of the month next following the month in which said notice is given, or such other date to which the Parties may agree.

## ARTICLE II

### SERVICES

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

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

## ARTICLE III

### MISCELLANEOUS PROVISIONS

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

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

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

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

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

**CITY OF WESTMINSTER, COLORADO**

By: \_\_\_\_\_  
Mayor, City of Westminster

(SEAL)

ATTEST:

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

**WESTMINSTER ORCHARD PARK PLACE NORTH  
GENERAL IMPROVEMENT DISTRICT**

By: \_\_\_\_\_  
Executive Director, Orchard Park Place North  
General Improvement District

(SEAL)

ATTEST:

\_\_\_\_\_  
Secretary



## Agenda Item 8 I

### Agenda Memorandum

City Council Meeting  
August 22, 2011



**SUBJECT:** Second Reading of Councillor's Bill No. 27 re Amend Westminster Municipal Code 1-22-24 re Settlement of Traffic Infractions by Mail

**Prepared By:** Carol Barnhardt, Court Administrator  
Alan Wilson, Traffic Commander  
Hilary Graham, Assistant City Attorney

### Recommended City Council Action

Pass Councillor's Bill No. 27 on second reading amending portions of Westminster Municipal Code Section 1-22-24, regarding settlement of traffic infractions by mail.

### Summary Statement

- Westminster Municipal Code Section 1-22-24, subsection (B), provides for the reduction of fines and points for early mail-in payment of ticket fines. Staff is recommending this provision be amended so that only the points associated with traffic infractions are reduced when a plea by mail to a lesser charge is accepted.
- This change will bring the City in line with the current practice in eight surrounding municipalities and will make offering an online ticket payment system more feasible in the near future.
- Currently, accepting a plea by mail to a lesser charge results in reduced points as well as a reduced fine.
- Staff is also recommending a minor house-keeping change to the language of Westminster Municipal Code Section 1-22-24, subsection (D), regarding default judgments, as shown in the attached proposed ordinance.
- This Councillor's Bill was passed on first reading on August 8, 2011.

**Expenditure Required:** \$0

**Source of Funds:** N/A

Respectfully submitted,

J. Brent McFall  
City Manager  
Attachment - Ordinance



BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **27**

SERIES OF 2011

INTRODUCED BY COUNCILLORS  
**Winter - Kaiser**

**A BILL**

**FOR AN ORDINANCE AMENDING SECTION 1-22-24 OF THE WESTMINSTER MUNICIPAL  
CODE CONCERNING SETTLEMENT OF TRAFFIC INFRACTIONS BY MAIL**

THE CITY OF WESTMINSTER ORDAINS:

Section 1: W.M.C. Section 1-22-24 is hereby AMENDED to read as follows:

**1-22-24: VIOLATIONS BUREAU; PLEAS AND PAYMENT BY MAIL; FINE SCHEDULES;  
DEFAULT JUDGMENT:**

(A) There is hereby created a Violations Bureau within the Court. The Court is authorized to establish by Order the procedures by which a person may answer a charge of violation of a City ordinance by paying a fine, pleading guilty in writing, and waiving a hearing. The Court is authorized to establish by Order such violations as are appropriate to be handled by the Violations Bureau.

(B) The Court is authorized to establish by Order a system for the compromise and settlement of traffic infractions by mail. The Court shall identify those traffic infractions for which a mail-in compromise and settlement is appropriate, and shall establish the terms upon which said compromise and settlement shall be accomplished, including, but not limited to, reductions in assessed points ~~and fines~~ upon a written plea of guilty to an amended charge. Such program shall not disqualify any person from ~~meeting personally with prosecutors appearing on the scheduled court date~~ nor in any way limit a person's right to a hearing.

(C) The Court is authorized to establish by Order a schedule of fines for violations of City ordinances which are eligible for payment at the Violations Bureau or by use of the mail-in system.

(D)

1. The Court shall enter judgment by default against a person charged with a traffic infraction who fails to answer the charge by appearing at the Violations Bureau and paying the fine or by compromising and settling the charges by mail, and who fails to appear in the Municipal Court to answer such charges on the date and time listed on the ~~Notice or~~ Summons. The record of such judgment, including points assessed, shall be forwarded to the Colorado Division of Motor Vehicles.

2. The amount of the judgment shall be the fine, outstanding judgment fee, and costs assessable for such charges upon conviction or plea of guilty.

3. The Court may set aside a judgment entered under this Section on a showing of good cause or excusable neglect by the defendant, or a showing that the Court did not have jurisdiction over the subject matter of the alleged infraction or over the person of the alleged violator. The Court shall have no jurisdiction to set aside a judgment unless a motion has been filed within seven calendar days after entry of judgment.

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

Section 3. This ordinance shall be published in full within ten days after its enactment.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 8th day of August, 2011.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 22nd day of August, 2011.

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Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

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City Clerk

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City Attorney's Office



## Agenda Item 10 A

### Agenda Memorandum

City Council Meeting  
August 22, 2011



**SUBJECT:** Councillor's Bill No. 29 re 2011 2<sup>nd</sup> Quarter Budget Supplemental Appropriation

**Prepared By:** Karen Barlow, Accountant

### Recommended City Council Action

Pass Councillor's Bill No. 29 on first reading providing for a supplemental appropriation of funds to the 2011 budget of the General and General Capital Improvement Funds.

### Summary Statement

- At the end of each quarter, Staff prepares an ordinance to appropriate unanticipated revenues received during the quarter. Preparing quarterly supplemental appropriation requests is done to simplify administrative procedures and reduce paper work.
- This is the 2011 2<sup>nd</sup> Quarter supplemental appropriation.
- General Fund amendments:
  - \$70,429 Reimbursements
  - \$13,464 Grants
- General Capital Improvement Fund amendments:
  - \$1,769,809 Developer Participation
  - \$26,092 Transfers

**Expenditure Required:** \$1,879,794

**Source of Funds:** The funding sources for these budgetary adjustments include reimbursements, grants, developer participation, and transfers.



## **Policy Issue**

Does City Council support amending the appropriations for the 2011 budget of the General and General Capital Improvement Funds as outlined?

## **Alternative**

The alternative would be not to amend the 2011 budget appropriations for the General and General Capital Improvement Funds and to utilize these funds for other purposes. Staff does not recommend this alternative as the various departments have already incurred expenses and covered them with their current budget or planned projects in anticipation of appropriation of these additional funds.

## **Background Information**

The attached Councillor's Bill is a routine action addressing the need to adjust revenue and expenditure appropriations as a result of activities or events that were not anticipated during the normal budget process.

In the early years of the City's Community Development Block Grant (CDBG) program, General Fund revenues were transferred to the CDBG Fund to supplement the financing of program costs. Staff recommends transferring the unspent portion of these nonfederal monies totaling \$26,092 to the General Capital Improvement Fund for appropriation to the Bradburn Boulevard Realignment capital improvement project. Because this funding was appropriated to the CDBG CIP years ago, the requested transfer of funds from CDBG is administrative in nature only. The referenced project budget will simply be moved to the Transfers to other Funds account in CDBG and total appropriations for the fund will remain the same.

The City received \$1,769,809 from AZG Westminster, LLC. This is their share of the cost of design and construction of the City's pending McKay Lake Outfall Drainage project at approximately Huron Street and 140<sup>th</sup> Avenue. The City has been waiting on these funds for several years, and this should enable staff to proceed with this planned project. The funds are being requested for appropriation to the McKay Lake Outfall Drainage Improvement CIP.

The Police Department received \$1,619 from the State of Colorado Department of Transportation for reimbursement of officers' salaries while working on St. Patrick's Day for the High Visibility Impaired Driving Enforcement campaign (HVIDE). The funds are being requested for appropriation to the department's Salaries Overtime Traffic account.

The Police Department received \$1,158 from the State of Colorado Department of Transportation for reimbursement of officers' salaries while working on Superbowl Day for the HVIDE campaign. The funds are being requested for appropriation to the department's Salaries Overtime Traffic account.

The Police Department received \$3,240 from the North Metro Task Force High Intensity Drug Tracking Area (HIDTA) for reimbursement of officers' salaries while working on the Task Force for Federal High Intensity Drug Tracking Area. The funds are being requested for appropriation to the department's Salaries Overtime Investigation Section account.

The Police Department received \$1,651 from International Crimes Against Children (ICAC) for overtime, software, and supplies for computer forensics investigations. The funds are being requested for appropriation to the department's Salaries Overtime account for \$915 and to the Lab Supplies Investigation Section account for \$736.

The Police Department received \$1,012 from ICAC for the reimbursement of a detective's travel expenses to attend the National ICAC Conference in California. The funds are being requested for appropriation to the Career Development Investigation Section account.

The Police Department received \$4,784 from ICAC for overtime, software, and supplies expenses incurred during the grant period ending April 18, 2011. The funds are being requested for appropriation to the department's Salaries Overtime account for \$2,735 and Lab Supplies Investigation Section account for \$2,049.

The Police Department received \$67,737 from Jefferson County Emergency Communications Authority Board for the reimbursement of the Computer Aided Dispatch portion of the Intergraph Corporation software maintenance agreement. The funds are being requested for appropriation to the Maintenance & Repair of Equipment Records and Property Section account.

The Police Department received \$577 from the Jefferson County Emergency Communications Authority Board for reimbursement of overtime incurred during the Indian Gulch Wildfire in March 2011. The funds are being requested for appropriation to the department's Salaries Overtime Communications Section account.

The Parks and Recreation Department was reimbursed \$2,115 for car accidents that resulted in tree damage. The funds are being requested for appropriation to the Tree Mitigation Program CIP account, to be used for tree replacement and pruning.

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

**REVENUES**

Description	Account Number	Current Budget	Amendment	Revised Budget
Federal Grants	1000.40610.0000	\$35,000	\$10,687	\$45,687
State Grants	1000.40620.0000	949	2,777	3,726
General	1000.43060.0000	348,619	2,115	350,734
Reimbursements	1000.43080.0000	55,000	68,314	123,314
Total Change to Revenues			<u>\$83,893</u>	

**EXPENSES**

Description	Account Number	Current Budget	Amendment	Revised Budget
Salaries OT-Investigation Section	10020300.60400.0344	\$170,500	\$6,890	\$177,390
Salaries OT-Communications Section	10020300.60400.0345	85,000	577	85,577
Career Development-Investigation Section	10020300.61800.0344	15,500	1,012	16,512
Maint/Repair Equipment-Records & Property Section	10020300.66100.0343	202,279	67,737	270,016
Lab Supplies-Investigation Section	10020300.70800.0344	7,269	2,785	10,054
Salaries OT-Traffic	10020500.60400.0348	55,719	2,777	58,496
Tree Mitigation Program	80575050425.80400.8888	0	2,115	2,115
Total Change to Expenses			<u>\$83,893</u>	

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

**REVENUES**

Description	Account Number	Current Budget	Amendment	Revised Budget
Cash in lieu – Future Capital Projects	7500.40210.0751	\$55,700	\$1,769,809	\$1,825,509
Transfer CDBG	7500.45000.0760	94,406	<u>26,092</u>	120,498
Total Change to Revenues			<u>\$1,795,901</u>	

**EXPENSES**

Description	Account Number	Current Budget	Amendment	Revised Budget
McKay Lake Outfall Drain Improvement	80375030313.80400.8888	\$3,139,256	\$1,769,809	\$4,909,065
Bradburn Blvd Realignment	81175030962.80400.8888	582,596	<u>26,092</u>	608,688
Total Change to Expenses			<u>\$1,795,901</u>	

Total appropriations of the CDBG Fund do not change; however, a reallocation of budget between expenditure accounts in the fund is shown below for informational purposes:

**EXPENSES**

Description	Account Number	Current Budget	Amendment	Revised Budget
Transfers GCIF	76010900.79800.0750	\$94,406	\$26,092	\$120,498
CDBG Block Grant	80576030722.80400.8888	405,526	<u>(26,092)</u>	379,434
Total Change to Expenses			<u>\$0</u>	

These adjustments will bring the City’s accounting records up-to-date to reflect the various detailed transactions.

The proposed council action supports the City Council’s strategic goals of Financially Sustainable City Government Providing Exceptional Services; Safe and Secure Community; Strong, Balanced Local Economy; Vibrant Neighborhoods in One Livable Community; and Beautiful and Environmentally Sensitive City.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment - Ordinance

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **29**

SERIES OF 2011

INTRODUCED BY COUNCILLORS

---

**A BILL  
FOR AN ORDINANCE AMENDING THE 2011 BUDGETS OF THE GENERAL AND  
GENERAL CAPITAL IMPROVEMENT FUNDS AND AUTHORIZING A SUPPLEMENTAL  
APPROPRIATION FROM THE 2011 ESTIMATED REVENUES IN THE FUNDS**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2011 appropriation for the General and General Capital Improvement Funds initially appropriated by Ordinance No. 3550 are hereby increased in aggregate by \$1,879,794. This appropriation is due to the receipt of funds from reimbursements, grants, transfers and developer participation.

Section 2. The \$1,879,794 increase shall be allocated to City Revenue and Expense accounts as described in the City Council Agenda Item #10A dated August 22, 2011 (a copy of which may be obtained from the City Clerk) amending City fund budgets as follows:

General Fund	\$83,893
General Capital Improvement Fund	<u>\$1,795,901</u>
Total	<u>\$1,879,794</u>

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

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 22<sup>nd</sup> day of August, 2011.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 12<sup>th</sup> day of September, 2011.

ATTEST:

\_\_\_\_\_  
Mayor

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



## Agenda Item 10 B

### Agenda Memorandum

City Council Meeting  
August 22, 2011



**SUBJECT:** Resolution No. 25 re 2011 Private Activity Bond Allocation and Assignment to the Westminster Housing Authority

**Prepared By:** Signy Mikita, Community Development Program Planner

### Recommended City Council Action

Adopt Resolution No. 25 authorizing the assignment of the City's 2011 private activity bond allocation of \$5,169,425 to the Westminster Housing Authority for the qualified purposes set forth in the resolution, and authorize the Mayor to execute the necessary documents.

### Summary Statement

- The City's 2011 private activity bond (PAB) allocation is \$5,169,425. This allocation needs to be assigned or it will be kept by the State of Colorado for projects to be determined by the Colorado Department of Local Affairs (DOLA).
- The Westminster Housing Authority (WHA) needs to facilitate the rehabilitation of the Westminster Commons, a 130-unit low-income senior housing apartment complex. The City Council assigned the entire 2009 PAB allocation of \$4,843,305, as well as \$3,000,000 of the 2010 PAB allocation, to the WHA for this purpose. It is anticipated that the entire 2011 PAB allocation of \$5,169,425 is needed for the project, in addition to the previous assignments. The City's PAB allocation to WHA for the Westminster Commons would total \$13,012,730.
- No other entity has requested a portion of the City's PAB allocation. In 2010, the Colorado Housing and Finance Authority (CHFA) requested that the City assign PAB capacity to CHFA for use in its affordable single-family mortgage program and the City assigned \$1,919,445 to CHFA for these purposes. However, the City received a letter from CHFA this year noting that they were not requesting any PAB cap because they had an ample amount of PAB cap to issue. CHFA suggested that any unused cap be transferred to DOLA for the statewide balance.
- If the City's PAB allocation is not assigned or carried forward by September 15, 2011, it will revert to the statewide balance.
- The attached Resolution has been reviewed and approved by the City Attorney's Office and is ready for City Council's formal action. This Resolution will assign the allocation to the Westminster Housing Authority. The Authority will also need to take action to accept the assignment and carry it forward.

**Expenditure Required:** \$ 0

**Source of Funds:** N/A



## **Policy Issue**

Should the City assign the City's 2011 private activity bond allocation to the Westminster Housing Authority or allow the allocation to revert back to the statewide balance?

## **Alternative**

Take no action and allow the City's allocation to revert to the statewide balance, or make a different assignment. This option is not recommended as the Westminster Housing Authority needs the assignment in order to complete the sale of the Westminster Commons, which will allow substantial improvements to be made to the facility.

## **Background Information**

When cities intend to issue tax-exempt bonds to finance certain eligible "private activities" as allowed by the Internal Revenue Code, they can do so only to the extent they have received a PAB allocation from the federal government. Each year, the City of Westminster receives an allocation of private activity bonds to use towards bond financing of certain eligible "private activities" as defined by federal law. The issuance of low-interest, tax-exempt bonds can save developers and the City from the higher costs of commercial financing that can provide a significant savings to the project. Qualified purposes of the bonds include:

- Qualified single-family mortgage revenue bonds, and mortgage credit certificates;
- Qualified manufacturing industrial development bonds;
- Qualified residential rental multi-family housing bonds;
- Student loans;
- Certain types of exempt facility bonds; and
- Qualified redevelopment bonds.

If the PAB allocation is not specifically designated to a specific project by September 15, 2011, federal law allows the allocation to be carried forward and preserved through February 15<sup>th</sup> of the following year. By February 15, 2012, a specific assignment of the allocation must be made or the City and the State will lose the PAB allocation and it will revert to the statewide balance. To maintain flexibility and to consider competitive projects, it is important that the City act to either assign or carry forward this allocation.

In recent years, PAB has been allocated by the City Council for both single-family and multi-family residential purposes. The Westminster Housing Authority (WHA) owns Westminster Commons, a 130-unit senior housing complex. The Commons is thirty years old and is in need of substantial reinvestment.

On July 25, 2011, City Council authorized the execution of a purchase and sale agreement with the Volunteers of America (VOA) relative to the sale of Westminster Commons. VOA was selected through a Request for Qualifications (RFQ) process. VOA proposes to acquire the development for a purchase price of \$7.0 million and invest an estimated \$6.2 million in rehabilitation and \$2.8 million in other costs to the development, for an estimated total of \$16 million. VOA will use PAB tax exempt bond financing and 4% Low Income Housing Tax Credits (LIHTC) as its primary financing mechanism. VOA is anticipated to need \$11 million or more in PAB financing.

The City Council assigned the 2009 PAB cap of \$4,843,305 and \$3,000,000 of the 2010 PAB cap to the WHA to use on the Commons project. If the entire 2011 PAB cap is assigned to WHA, the total for Westminster Commons will be \$13,012,730.

CHFA has not requested any PAB cap this year for either its single-family loan program or any affordable multi-family housing projects. CHFA has an ample amount of PAB cap to issue. CHFA suggests that any unused PAB cap be transferred to DOLA for the statewide balance. Historically, CHFA has noted that if a multi-family rental project in Westminster requires PAB cap over the next year, CHFA would work to provide that cap to a developer in Westminster.

The City will be receiving its 2012 allocation in December 2011 and will have the opportunity to assist any new proposed projects in 2011.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachments

- Resolution
- Assignment of Allocation

RESOLUTION

RESOLUTION NO. 25

INTRODUCED BY COUNCILLORS

SERIES OF 2011

**A RESOLUTION CONCERNING THE ASSIGNMENT OF THE  
CITY'S PRIVATE ACTIVITY BOND ALLOCATION TO THE  
WESTMINSTER HOUSING AUTHORITY**

WHEREAS, pursuant to the Private Activity Bond Ceiling Act, constituting Title 24, Article 32, Part 17, Colorado Revised Statutes (the "Allocation Act"), the City of Westminster, Colorado (the "City") has received a direct allocation of the State of Colorado's Private Activity Bond Ceiling in the amount of \$5,169,425 (the "2011 Allocation"); and

WHEREAS, the Westminster Housing Authority (the "Authority") has requested that the City assign \$5,169,425 of its 2011 Allocation to the Authority pursuant to Section 24-32-1706 of the Allocation Act to be used to issue bonds to finance the acquisition, rehabilitation and equipping of a rental housing project to be located in the City (the "Authority Project"); and

WHEREAS, the City desires to assign the 2011 Allocation to the Authority; and

WHEREAS, there has been presented to the City Council (the "Council") forms of an Assignment of Allocation to the Authority (the "Assignment").

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WESTMINSTER, COLORADO:

Section 1. The City hereby authorizes the assignment of \$5,169,425 of the 2011 Allocation to the Authority for use solely in connection with the financing of the Authority Project.

Section 2. The officers of the City shall take such other steps or actions necessary or reasonably required to carry out the terms and intent of this Resolution and the Assignment.

Section 3. The form, terms and provisions of the attached Assignment is hereby approved and the officers of the City are hereby authorized and directed to execute and deliver the Assignment, with such changes therein as are approved by the officers of the City executing the Assignment. The execution of the Assignment shall be conclusive evidence of the approval by the City of such documents in accordance with the terms hereof.

Section 4. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 5. All action not inconsistent with the provisions of this Resolution heretofore taken by the Council and the officers of the City directed toward the assignment of the 2011 Allocation and the authorization of the Assignment hereby are ratified, approved and confirmed.

Section 6. This Resolution shall be in full force and effect upon its passage and adoption.

PASSED AND ADOPTED this 22<sup>nd</sup> day of August, 2011.

\_\_\_\_\_  
Mayor

(SEAL)

ATTEST:

APPROVED AS TO LEGAL FORM:

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

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

## **ASSIGNMENT OF ALLOCATION**

THIS ASSIGNMENT (the "Assignment") dated this 22nd day of August, 2011, is between the City of Westminster, Colorado, a home rule municipality (the "Assignor"), and the Westminster Housing Authority, Colorado, a body corporate and politic (the "Assignee").

### **RECITALS**

A. The Assignee intends to finance a project consisting of the acquisition, rehabilitation and equipping of a rental housing project to be located in the City of Westminster, Colorado (the "Project"). The Project will be designed to qualify as a "project" within the meaning of Title 29, Article 4, Part 2, Colorado Revised Statutes, as amended (the "Act").

B. The Assignee intends to provide for the issuance of its Multi-family Housing Revenue Bonds in the maximum aggregate principal amount of \$5,169,425 (the "Proposed Bonds"), pursuant to the provisions of the Act for the purpose of financing the Project.

C. The Assignee, pursuant to a resolution adopted by the Board of Commissioners of the Assignee on August 22, 2011, declared its intention to take all steps necessary or advisable to effect the issuance of the Proposed Bonds for the financing of the Project.

D. The Assignee has requested that the Assignor assign to the Assignee \$5,169,425 of the Assignor's 2011 allocation under the bond ceiling for the State of Colorado and its issuing authorities (the "State Ceiling") computed under Section 146(d) of the Internal Revenue Code of 1986 (the "Code") as provided for the Assignor as a "designated local issuing authority" under part 17 of article 32 of title 24, Colorado Revised Statutes (the "Allocation Act"), for use in connection with the financing of the Project.

E. Subject to the terms and conditions set forth herein, the Assignor desires to assign to the Assignee, and the Assignee desires to accept, \$5,169,425 of the Assignor's 2011 allocation from the State Ceiling, which allocation the Assignor has committed and reserved for the Project.

### **ASSIGNMENT**

In exchange for the agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Assignor hereby assigns and transfers to the Assignee, the Assignor's 2011 allocation from the State Ceiling for private activity bonds in an amount equal to \$5,169,425 for the purpose of issuing the Proposed Bonds to finance the Project. The Assignor and the Assignee understand that such assigned allocation shall automatically be relinquished to the "Statewide Balance" as defined under the Allocation Act unless (a) the Proposed Bonds are issued by the Assignee on or before September 15, 2011, or (b) Section 24-32-1706(3)(c), C.R.S., applies.
2. The Assignor represents that it has received no monetary consideration for the assignment set forth above.
3. The Assignee hereby:
  - a. accepts the assignment of \$5,169,425 of the Assignor's allocation from the State Ceiling described above; and
  - b. agrees to abide by each of the terms and conditions of this Assignment in connection with the use of such allocation.
4. The Assignor hereby consents to the election by the Assignee, if the Assignee in its discretion so decides, to treat all or any portion of the assignment set forth herein as an allocation for a project with a carryforward purpose.

5. This Assignment shall not constitute the debt or indebtedness or financial obligation of the Assignor within the meaning of the constitution or statutes of the State of Colorado nor give rise to a pecuniary liability or charge against the general credit or taxing power of the Assignor.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this instrument to be executed to be effective as of the date and year first written above.

CITY OF WESTMINSTER, COLORADO, as  
Assignor

By: \_\_\_\_\_  
Mayor

[SEAL]

ATTEST:

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

WESTMINSTER HOUSING AUTHORITY, as  
Assignor

\_\_\_\_\_  
Chair

(SEAL)

Attest:

\_\_\_\_\_  
Secretary

# **AGENDA**

## **WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY SPECIAL MEETING**

**MONDAY, August 22, 2011**

**AT 7:00 P.M.**

- 1. Roll Call**
- 2. Minutes of Previous Meeting** (July 25, 2011)
- 3. Purpose of Special WEDA Meeting is to**
  - A. Conduct a Public Hearing to consider an amendment to the 2011 Budget
  - B. Adopt Resolution No. 135 authorizing a supplemental appropriation to the 2011 Budget
- 4. Adjournment**



## WESTMINSTER

August 15, 2011

Linda Yeager, WEDA Secretary  
City of Westminster  
4800 West 92<sup>nd</sup> Avenue  
Westminster, CO 80031

City of Westminster  
Office of the  
Council

4800 West 92<sup>nd</sup> Avenue  
Westminster, Colorado  
80031

303-658-2006  
FAX 303-706-3921

Nancy McNally  
Mayor

Chris Dittman  
Mayor Pro Tem

Bob Briggs  
Councillor

Mark Kaiser  
Councillor

Mary Lindsey  
Councillor

Scott Major  
Councillor

Faith Winter  
Councillor

Dear Linda:

I wish to call a special meeting of the Westminster Economic Development Authority (WEDA) on Monday, August 22, 2011, to begin at 7 p.m. and to be held in the Council Chambers of City Hall, 4800 West 92<sup>nd</sup> Avenue, for the purpose of conducting a public hearing to consider amendment of the 2011 budget through adoption of a resolution authorizing a supplemental appropriation.

Sincerely,

Nancy McNally  
Chair

cc: WEDA Board Members  
J. Brent McFall, Executive Director



CITY OF WESTMINSTER, COLORADO  
MINUTES OF THE WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY  
MONDAY, JULY 25, 2011, AT 7:40 P.M.

ROLL CALL

Present at roll call were Chairperson McNally, Vice Chairperson Dittman, and Board Members Briggs, Kaiser, Lindsey, Major and Winter. Also present were J. Brent McFall, Executive Director, Martin McCullough, Attorney, and Linda Yeager, Secretary.

APPROVAL OF MINUTES

Vice Chair Dittman moved, seconded by Board Member Major, to approve the minutes of the meeting of June 27, 2011, as written. The motion carried.

ADDENDUM TO SPECIAL LEGAL COUNSEL CONTRACT

Board Member Briggs moved, seconded by Dittman, to authorize the Executive Director to amend the Authority's special counsel contract with Murray Dahl Kuechenmeister & Renaud, LLP to reflect a fee increase from \$200 to \$250 per hour. The motion carried unanimously.

ADJOURNMENT

There was no further business to be conducted, and it was moved by Dittman, seconded by Winter, to adjourn. The motion carried and the meeting adjourned at 7:42 p.m.

\_\_\_\_\_  
Chairperson

ATTEST:

\_\_\_\_\_  
Secretary

# WEDA Agenda Item 3 A&B

## Agenda Memorandum

Westminster Economic Development Authority Meeting  
August 22, 2011



**SUBJECT:** Public Hearing and Resolution No. 135 re Westminster Economic Development Authority Supplemental Appropriation

**Prepared By:** Karen Creager, Special Districts Accountant

### Recommended Board Action

1. Hold a Public Hearing on the budget amendment for the Westminster Economic Development Authority.
2. Adopt Resolution No. 135 authorizing a supplemental appropriation to the 2011 Westminster Economic Development Authority budget.

### Summary Statement

When necessary, City Staff prepares a resolution to appropriate unanticipated revenues and adjust the budget side of transactions that occur during the year. Typically supplemental appropriations are prepared on a quarterly basis for Westminster Economic Development Authority (WEDA) to simplify administrative procedures and reduce paper work. However, City carryover funds are available now to transfer to WEDA to provide funds to continue the redevelopment efforts of the former Westminster Mall site.

- This supplemental appropriation for WEDA is specifically for the Westminster Center Urban Reinvestment Project (WURP) Urban Renewal Area (URA).
- Amendment:
  - \$1,497,134 transfer from the City's 2010 carryover, which was approved by City Council on August 8, 2011.
- A public hearing is required pursuant to Section 29-1-108 of the Colorado Revised Statutes.

**Expenditure Required:** \$1,497,134

**Source of Funds:** Transfers-in revenue



**Policy Issue**

Should the WEDA Board appropriate funds as set forth in the attached Resolution?

**Alternative**

The Board could decide not to appropriate funds. This is not recommended because the revenues requested to be appropriated have been earmarked from 2010 City carryover to assist with funding the daily operations of the Mall property and with continuation of the redevelopment process.

**Background Information**

On May 10, 2011 WEDA purchased the Westminster Mall (the “Mall”) and assumed responsibility for its operations. This includes property management services, utilities, maintenance and repair and demolition costs. Although only a few tenants in the Mall are continuing to operate during the redevelopment, there are ongoing costs including demolition of the Macy’s and Mervyns’ portions of the Mall. Interest earnings, rent income from the tenants and income from the sale of assets acquired through the purchase of the Mall have provided a portion of the funding; however, additional funds are needed to position the Mall for redevelopment.

During the City’s 2010 carryover process, available funds were identified to transfer to WEDA for the WURP project. That transfer in the amount of \$1,497,134 has been approved by the City of Westminster City Council. Staff is presenting this supplemental appropriation to the WEDA Board for approval.

The amendments listed in the attached resolution will bring WEDA’s accounting records up-to-date to reflect the various detailed transactions.

The action requested in this agenda memorandum relates to Council’s Strategic Plan goals of “Financially Sustainable City Government Providing Exceptional Services” and “Balanced, Sustainable Local Economy”. These goals are met by ensuring a balanced budget where revenues are appropriated to expenditure accounts so the funds can be utilized as intended. In this case, the funds are intended to assist with the Mall redevelopment.

Respectfully submitted,

J. Brent McFall  
Executive Director

Attachment – Resolution

WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY

RESOLUTION NO. **135**

INTRODUCED BY BOARD MEMBERS

SERIES OF 2011

**2011 WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY  
BUDGET SUPPLEMENTAL APPROPRIATION**

WHEREAS, the Westminster Economic Development Authority (WEDA) initially adopted the 2011 budget on October 11, 2010 and

WHEREAS, proper notice for this amendment was published on August 18, 2011, pursuant to the requirements of Section 29-1-106 Colorado Revised Statutes; and

WHEREAS, a public hearing for this amendment was held on August 22, 2011, pursuant to the requirements of Section 29-1-108 Colorado Revised Statutes; and

WHEREAS, as necessary a resolution to make adjustments to the budget is presented to the Board; and

WHEREAS, there are adjustments to be made to the 2011 budget; and

WHEREAS, the revenue adjustments consist of increases totaling \$1,497,134; and:

WHEREAS, the expense adjustment consists of an increase of \$1,497,134.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Westminster Economic Development Authority:

Section 1. The \$1,497,134 increase shall be allocated to WEDA Revenue and Expenditure accounts as described below:

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Transfers in	6800.45000.0530	\$0	\$1,497,134	\$1,497,134
Total Change to Revenues			\$1,497,134	

EXPENDITURES

Description	Account Number	Current Budget	Amendment	Revised Budget
WURP Appropriation Holding	80968005952.80400.8888	\$24,680,599	\$1,497,134	\$26,177,733
Total Change to Expenses			\$1,497,134	

Section 2. The resolution shall be in full force and effect upon its passage and approval.

PASSED AND ADOPTED this 22<sup>nd</sup> day of August, 2011.

ATTEST:

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Secretary

# **AGENDA**

## **WESTMINSTER HOUSING AUTHORITY SPECIAL MEETING**

**MONDAY, August 22, 2011**

**AT 7:00 P.M.**

- 1. Roll Call**
- 2. Minutes of Previous Meeting** (July 25, 2011)
- 3. Purpose of Special WHA Meeting is to**
  - A. Consider adopting Resolution No. 43 to accept the City of Westminster's 2011 Private Activity Bond Allocation in the amount of \$5,169,425
- 4. Adjournment**



# WESTMINSTER

August 15, 2011

Linda Yeager, WHA Secretary  
City of Westminster  
4800 West 92<sup>nd</sup> Avenue  
Westminster, CO 80031

City of Westminster  
Office of the  
Council

4800 West 92nd Avenue  
Westminster, Colorado  
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303-658-2006  
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Bob Briggs  
Councillor

Mark Kaiser  
Councillor

Mary Lindsey  
Councillor

Scott Major  
Councillor

Faith Winter  
Councillor

Dear Linda:

I wish to call a special meeting of the Westminster Housing Authority (WHA) for Monday, August 22, 2011, to consider accepting the City of Westminster's 2011 private activity bond allocation in the amount of \$5,169,425. The meeting will be held in the Council Chambers of City Hall, 4800 West 92<sup>nd</sup> Avenue, beginning at or about 7 p.m.

Sincerely,

Nancy McNally  
Chair

cc: WHA Board Members  
J. Brent McFall, Executive Director



CITY OF WESTMINSTER, COLORADO  
MINUTES OF THE WESTMINSTER HOUSING AUTHORITY  
MONDAY, JULY 25, 2011 AT 7:42 P.M.

ROLL CALL

Present at roll call were Chairperson McNally, Vice Chairperson Dittman, and Members Briggs, Kaiser, Lindsey, Major and Winter.. Also present were J. Brent McFall, Executive Director, Martin McCullough, Attorney for the Authority, and Linda Yeager, Secretary.

MINUTES OF PRECEDING MEETING

Vice Chairperson Dittman moved, seconded by Major, to accept the minutes of the meeting of February 14, 2011 as written and distributed. The motion carried unanimously.

WESTMINSTER COMMONS PURCHASE & SALE AGREEMENT WITH VOA

Board Member Briggs moved, seconded by Vice Chairperson Dittman, to authorize the Executive Director to execute a purchase and sale agreement, in substantially the same form as the agreement attached to the agenda memo, with the Volunteers of America relative to the sale of the Westminster Commons Senior Apartments at 3180 West 76<sup>th</sup> Avenue. The motion passed with all members voting affirmatively.

ADJOURNMENT:

There being no further business to conduct, it was moved by Dittman, seconded by Winter, to adjourn. The motion carried and the meeting adjourned at 7:43 p.m.

\_\_\_\_\_  
Chairperson

ATTEST:

\_\_\_\_\_  
Secretary

# WHA Agenda Item 3 A

## Agenda Memorandum

Westminster Housing Authority Meeting  
August 22, 2011



**SUBJECT:** Resolution No. 43 re Accepting the Assignment of \$5,169,425 of Private Activity Bond Allocation from the City of Westminster

**Prepared By:** Signy Mikita, Community Development Program Planner

### Recommended Board Action

Adopt Resolution No. 43 accepting the assignment from the City of Westminster of \$5,169,425 of private activity bond allocation for 2011 for the qualified purposes set forth in the assignment, and authorize the Chair to execute the necessary documents.

### Summary Statement

- The City of Westminster's 2011 private activity bond (PAB) allocation is \$5,169,425. The City has assigned the entire \$5,169,425 of this allocation to the Westminster Housing Authority.
- The Westminster Housing Authority needs to finance rehabilitation expenses for Westminster Commons, a 130-unit low-income senior housing apartment complex. The PAB allocation can be used for this purpose.
- The attached Resolution has been reviewed and approved by the Authority Attorney's Office and is ready for the Board of Commissioners' formal action. This Resolution will accept the PAB allocation from the City.

**Expenditure Required:** \$ 0

**Source of Funds:** N/A



**Policy Issue**

Should the Authority accept the assignment of the City's 2011 private activity bond?

**Alternative**

Take no action, and refuse to accept the assignment. This option is not recommended; as the Westminster Housing Authority needs the assignment in order to finance rehabilitation work at Westminster Commons.

**Background Information**

The Authority owns Westminster Commons, a 130-unit senior housing complex. The Commons is thirty years old and is in need of substantial reinvestment.

On July 25, 2011, City Council authorized the execution of a purchase and sale agreement with the Volunteers of America (VOA) relative to the sale of Westminster Commons. VOA was selected through a Request for Qualifications (RFQ) process. VOA proposes to acquire the development for a purchase price of \$7.0 million and invest an estimated \$6.2 million in rehabilitation and \$2.8 million in other costs to the development, for an estimated total of \$16 million. VOA will use PAB tax exempt bond financing and 4% Low Income Housing Tax Credits (LIHTC) as its primary financing mechanism. VOA is anticipated to need \$11 million or more in PAB financing.

Therefore, the Authority is in need of this PAB capacity assigned by the City. Upon receipt of the assignment, the Authority will make this financing option available to VOA who would undertake the rehabilitation of Westminster Commons.

Respectfully submitted,

J. Brent McFall  
Executive Director

**Attachments**

- Resolution
- Assignment of Allocation

WESTMINSTER HOUSING AUTHORITY

RESOLUTION NO. 43

INTRODUCED BY BOARD MEMBERS

SERIES OF 2011

**A RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE  
ASSIGNMENT OF \$5,169,425 OF THE CITY OF  
WESTMINSTER'S PRIVATE ACTIVITY BOND ALLOCATION  
FOR 2011 BY THE AUTHORITY**

WHEREAS, pursuant to the Private Activity Bond Ceiling Act, constituting Title 24, Article 32, Part 17, Colorado Revised Statutes (the "Allocation Act"), the City of Westminster, Colorado (the "City") has received a direct allocation of the State of Colorado's Private Activity Bond Ceiling in the amount of \$5,169,425 (the "2011 Allocation"); and

WHEREAS, the Westminster Housing Authority (the "Authority") has requested that the City assign the 2011 Allocation to the Authority pursuant to Section 24-32-1706 of the Allocation Act to be used to issue bonds to finance the acquisition, rehabilitation and equipping of a rental housing project to be located in the City (the "Project"); and

WHEREAS, the Authority desires to accept the assignment of the 2011 Allocation by the City; and

WHEREAS, there has been presented to the Board of Commissioners (the "Board") the form of an Assignment of Allocation (the "Assignment").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE WESTMINSTER HOUSING AUTHORITY:

Section 1. The Authority hereby accepts the attached assignment of the 2011 Allocation by the City for use solely in connection with the financing of the Project.

Section 2. The form, terms and provisions of the Assignment hereby are approved and the officers of the Authority hereby are authorized and directed to execute and deliver the Assignment, with such changes therein as are approved by the officers of the Authority executing the Assignment. The execution of the Assignment shall be conclusive evidence of the approval by the Authority of such document in accordance with the terms hereof.

Section 3. The officers of the Authority shall take such other steps or actions necessary or reasonably required to carry out the terms and intent of this Resolution and the Assignment, including making a determination to treat all or any portion of the assignment set forth herein as an allocation for a project with a carryforward purpose pursuant to Section 24-32-1706(3)(c), C.R.S.

Section 4. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 5. All action not inconsistent with the provisions of this Resolution heretofore taken by the Board and the officers of the Authority directed toward the assignment of the 2011 Allocation and the authorization of the Assignment hereby are ratified, approved and confirmed.

Section 6. This Resolution shall be in full force and effect upon its passage and adoption.

PASSED AND ADOPTED this 22<sup>nd</sup> day of August, 2011.

(SEAL)

\_\_\_\_\_  
Chair

ATTEST:

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Authority Attorney's Office

## **ASSIGNMENT OF ALLOCATION**

THIS ASSIGNMENT (the "Assignment") dated this 22nd day of August, 2011, is between the City of Westminster, Colorado, a home rule municipality (the "Assignor"), and the Westminster Housing Authority, Colorado, a body corporate and politic (the "Assignee").

### **RECITALS**

A. The Assignee intends to finance a project consisting of the acquisition, rehabilitation and equipping of a rental housing project to be located in the City of Westminster, Colorado (the "Project"). The Project will be designed to qualify as a "project" within the meaning of Title 29, Article 4, Part 2, Colorado Revised Statutes, as amended (the "Act").

B. The Assignee intends to provide for the issuance of its Multi-family Housing Revenue Bonds in the maximum aggregate principal amount of \$5,169,425 (the "Proposed Bonds"), pursuant to the provisions of the Act for the purpose of financing the Project.

C. The Assignee, pursuant to a resolution adopted by the Board of Commissioners of the Assignee on August 22, 2011, declared its intention to take all steps necessary or advisable to effect the issuance of the Proposed Bonds for the financing of the Project.

D. The Assignee has requested that the Assignor assign to the Assignee \$5,169,425 of the Assignor's 2011 allocation under the bond ceiling for the State of Colorado and its issuing authorities (the "State Ceiling") computed under Section 146(d) of the Internal Revenue Code of 1986 (the "Code") as provided for the Assignor as a "designated local issuing authority" under part 17 of article 32 of title 24, Colorado Revised Statutes (the "Allocation Act"), for use in connection with the financing of the Project.

E. Subject to the terms and conditions set forth herein, the Assignor desires to assign to the Assignee, and the Assignee desires to accept, \$5,169,425 of the Assignor's 2011 allocation from the State Ceiling, which allocation the Assignor has committed and reserved for the Project.

### **ASSIGNMENT**

In exchange for the agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Assignor hereby assigns and transfers to the Assignee, the Assignor's 2011 allocation from the State Ceiling for private activity bonds in an amount equal to \$5,169,425 for the purpose of issuing the Proposed Bonds to finance the Project. The Assignor and the Assignee understand that such assigned allocation shall automatically be relinquished to the "Statewide Balance" as defined under the Allocation Act unless (a) the Proposed Bonds are issued by the Assignee on or before September 15, 2011, or (b) Section 24-32-1706(3)(c), C.R.S., applies.

2. The Assignor represents that it has received no monetary consideration for the assignment set forth above.

3. The Assignee hereby:

a. accepts the assignment of \$5,169,425 of the Assignor's allocation from the State Ceiling described above; and

b. agrees to abide by each of the terms and conditions of this Assignment in connection with the use of such allocation.

4. The Assignor hereby consents to the election by the Assignee, if the Assignee in its discretion so decides, to treat all or any portion of the assignment set forth herein as an allocation for a project with a carryforward purpose.

5. This Assignment shall not constitute the debt or indebtedness or financial obligation of the Assignor within the meaning of the constitution or statutes of the State of Colorado nor give rise to a pecuniary liability or charge against the general credit or taxing power of the Assignor.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this instrument to be executed to be effective as of the date and year first written above.

CITY OF WESTMINSTER, COLORADO, as  
Assignor

By: \_\_\_\_\_  
Mayor

[SEAL]

ATTEST:

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

WESTMINSTER HOUSING AUTHORITY, as  
Assignor

\_\_\_\_\_  
Chair

(SEAL)

ATTEST:

\_\_\_\_\_  
Secretary

**CITY OF WESTMINSTER ORCHARD PARK PLACE NORTH  
GENERAL IMPROVEMENT DISTRICT  
WESTMINSTER CITY HALL, 4800 W. 92ND AVENUE  
MONDAY, August 22, 2011  
7:00 P.M.**

1. Roll Call
2. Minutes of Previous Meetings (October 11, 2010)
3. New Business
  - A. Intergovernmental Service Agreement with the City of Westminster
4. Adjournment

CITY OF WESTMINSTER, COLORADO  
MINUTES OF THE ORCHARD PARK PLACE NORTH GENERAL IMPROVEMENT DISTRICT  
MONDAY, OCTOBER 11, 2010 AT 7:23 P.M.

ROLL CALL

Present at roll call were Chairperson McNally, Vice Chairperson Dittman and Board Members Briggs, Kaiser, Lindsey, Major and Winter. Also present were J. Brent McFall, Executive Director, Martin McCullough, Attorney, and Linda Yeager, Secretary.

CONSIDERATION OF MINUTES

Board Member Briggs moved, seconded by Lindsey, to approve the minutes of the meeting of September 14, 2009 with no additions or corrections. The motion passed with all members voting favorably.

PUBLIC HEARING ON 2011 BUDGET

At 7:23 p.m. a hearing was opened to receive public comment on the proposed 2011 budget. Mr. McFall reported that staff was present to answer any questions. There were no questions and no one wished to comment. The Chairperson closed the public hearing at 7:24 p.m.

RESOLUTION NO. 2 SETTING THE MILL LEVY AND ADOPTING THE 2011 BUDGET

It was moved by Board Member Briggs and seconded by Kaiser to adopt Resolution No. 2 setting the mill levy for taxable year 2010 for collection in 2011 at 13 mills for the City of Westminster Orchard Park Place North General Improvement District, formally adopting the 2011 budget for the District as presented, and appropriating funds as budgeted. At roll call, the motion passed unanimously.

ADJOURNMENT

The meeting was adjourned at 7:28 p.m.

\_\_\_\_\_  
Chairperson

ATTEST:

\_\_\_\_\_  
Secretary

# Orchard Park Place North GID Agenda Item 3 A

## Agenda Memorandum

Orchard Park Place North General Improvement District Meeting  
August 22, 2011



**SUBJECT:** Intergovernmental Service Agreement with the City of Westminster

**Prepared By:** Karen Creager, Special Districts Accountant

### Recommended Board Action

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

### Summary Statement

- The Westminster Orchard Park Place North General Improvement District (District) was created on September 14, 2009 for the purpose of levying property taxes against the property owners to pay recovery fees to the City of Westminster (City) and for maintenance of improvements constructed in the District.
- On November 3, 2009, voters in the District agreed to a property tax mill levy of 3 mills (to be adjusted annually by the Board) for annual operating expenses including administrative expenses and maintenance expenses. Additionally, the voters in the District agreed to a property tax mill levy not to exceed 10 mills to pay the District debt.
- The District has no Staff; therefore, the City provides crucial administrative services to the District.
- The Intergovernmental Service Agreement (IGSA) between the City and the District will outline the obligations with regard to administrative services provided to the District by the City and the District's compensation to the City for such services.
- This agreement is retroactive to January 1, 2011.

**Expenditure Required:** Administrative Fee: \$10,000/year for 2011-2013. Future expenditures to be determined each year during the annual budget process and pursuant to the terms of the IGSA

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



**Policy Issue**

Should the Board authorize the attached IGSA with the City?

**Alternative**

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

**Background Information**

The Westminster Orchard Park Place North General Improvement District was created on September 14, 2009. The District is located on the south side of 144<sup>th</sup> Avenue at the I-25 interchange. The District was created to pay recoveries owed for improvements constructed in the District as well as annual operating expenses including maintenance of the improvements.

The improvements constructed in the District are necessary to support the Centura/AZG development. Centura will develop a 40 acre medical complex that will employ up to 800 people at build-out. AZG is a retail developer from Arizona, who currently owns the remaining 16 acre parcel.

The Centura/AZG project is important to the City's economic development efforts because:

- A new major medical complex and employer in the City is being provided.
- It will provide daytime population to support the retail development occurring in the North I-25 area (i.e. the Orchard and Westminster Crossing areas).
- It will help jump start the vision of having a significant business park/employment center along I-25, north of 136<sup>th</sup> Avenue.
- The medical industry is a growing sector of the economy and this project will have a positive affect on the City's long-term economic outlook.
- The project gets the road and utility infrastructure in place that will facilitate future business development in the area.

On November 3, 2009, an election in the District was held. The electors approved a 3 mill levy for annual operating expenses to operate and maintain capital improvements and to administer the District. Also approved was a 10 mill levy to pay the District debt including recovery fees outlined in the Economic Development Agreement dated April 24, 2008 between the City, the Westminster Economic Development Authority, AZG Westminster, LLC and Centura Health Corporation.

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

The attached IGSA outlines the services that the City will provide and the fee the District will pay to the City for those services. The fee is to be set annually through the budget process and is labeled "Administration" in the District's budget. The fee is due on or before August 1 each year. Services have been provided to the District beginning in 2011; however, no IGSA was in place allowing for the payment of the fee. Therefore, the attached IGSA is retroactive to January 1, 2011. The IGSA sets the

fee at \$10,000 for 2011-2013 and provides for repayment of the fee from future excess revenues if the fee is not fully paid for the first three years. It is anticipated that revenues in 2011 will not be sufficient to pay the full fee for 2011. However, Staff anticipates that the assessed valuation in the District will increase as the development progresses.

This recommended action supports the strategic objectives of a Financially Sustainable City Government Providing Exceptional Services, a Strong, Balanced Local Economy and Vibrant Neighborhoods in One Livable Community. It does so by assuring that the City receives payment, when appropriate, for the services it provides to the Westminster Orchard Park Place North General Improvement District which assists in construction of improvements for the development of commercial areas in “The Orchard”.

Respectfully submitted,

J. Brent McFall  
Executive Director

Attachment – IGSA Agreement

## INTERGOVERNMENTAL SERVICE AGREEMENT

THIS INTERGOVERNMENTAL SERVICE AGREEMENT (the "Agreement") is made and entered into this day \_\_\_\_\_ of \_\_\_\_\_, 2011, (the "Effective Date") by and between THE CITY OF WESTMINSTER, COLORADO, a Colorado home-rule municipality, and the WESTMINSTER ORCHARD PARK PLACE NORTH GENERAL IMPROVEMENT DISTRICT (the "Parties.")

### RECITALS

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

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

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

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

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

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

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

WHEREAS, the electors of the District have previously authorized the District to levy a mill levy not to exceed 3 mills for annual operating and maintenance expenses of the District; and

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

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

## ARTICLE I

### TERM OF AGREEMENT

SECTION 1. Effective Date of the Agreement; Duration of Agreement Term. The Initial Term of this Agreement shall be the 1<sup>st</sup> of January, 2011 through December 31, 2011. Thereafter, this Agreement shall automatically renew for additional one-year periods commencing on each January 1 following the Initial Term, provided, however, that either party may terminate this Agreement upon at least thirty (30) days advance notice to the other, in which case this Agreement shall be deemed terminated as of the last day of the month next following the month in which said notice is given, or such other date to which the Parties may agree.

## ARTICLE II

### SERVICES

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

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

## ARTICLE III

### MISCELLANEOUS PROVISIONS

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

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

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

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

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

**CITY OF WESTMINSTER, COLORADO**

By: \_\_\_\_\_  
Mayor, City of Westminster

(SEAL)

ATTEST:

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

**WESTMINSTER ORCHARD PARK PLACE  
NORTH GENERAL IMPROVEMENT  
DISTRICT**

By: \_\_\_\_\_  
Executive Director, Westminster Orchard Park  
Place North General Improvement District

(SEAL)

ATTEST:

\_\_\_\_\_  
Secretary