



WESTMINSTER

October 24, 2011

Linda Yeager, City Clerk
City of Westminster
4800 West 92nd Avenue
Westminster, CO 80031

City of Westminster
Office of the
Council

4800 West 92nd 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 City Council for Monday, November 7, 2011, to begin at 7:30 p.m. and to be held in the Council Chambers of City Hall, 4800 West 92nd Avenue, for the following purposes:

Conclude the business of the seated City Council beginning at 7:30 p.m.

Administer the Oath of Office to newly elected City Councillors at 8:00 p.m.

Elect a Mayor Pro Tem

Sincerely,

Nancy McNally
Mayor

cc: City Council
J. Brent McFall, City Manager





WESTMINSTER

AGENDA
SPECIAL CITY COUNCIL MEETING
MONDAY, NOVEMBER 7, 2011
AT 7:30 P.M.

- 1. Pledge of Allegiance**
- 2. Roll Call**
- 3. Purpose of Special Council Meeting is to Conclude the Business of the Seated Council**
 - A. Consideration of Minutes of Preceding Meeting**
 - B. Consent Agenda**
 1. Revised Employment Agreement with J. Brent McFall
 2. Revised Employment Agreement with Martin R. McCullough
 3. Second Reading Councillor's Bill No. 33 re Natural Resource Damage Funds Supplemental Appropriation
 4. Second Reading Councillor's Bill No. 34 re Annual Updates to the W.M.C. re Land Use and Engineering Standards
 5. Second Reading Councillor's Bill No. 36 re Amend the W.M.C. re Municipal Judge Salary
 - C. Old Business and Passage of Ordinances on Second Reading**
 1. Second Reading Councillor's Bill No. 35 re Amend the W.M.C. re Rental Licensing Exemption for Life Care Institutions
- 4. Adjournment**





WESTMINSTER

Strategic Plan

2011-2016

Goals and Objectives

FINANCIALLY SUSTAINABLE CITY GOVERNMENT PROVIDING EXCEPTIONAL SERVICES

- Invest in well-maintained and sustainable city infrastructure and facilities
- Secure and develop long-term water supply
- Focus on core city services and service levels as a mature city with adequate resources
- Maintain sufficient reserves: general fund, utilities funds and self insurance
- Maintain a value driven organization through talent acquisition, retention, development and management
- Institutionalize the core services process in budgeting and decision making
- Maintain and enhance employee morale and confidence in City Council and management
- Invest in tools, training and technology to increase organization productivity and efficiency



STRONG, BALANCED LOCAL ECONOMY

- Maintain/expand healthy retail base, increasing sales tax receipts
- Attract new targeted businesses, focusing on primary employers and higher paying jobs
- Develop business-oriented mixed use development in accordance with Comprehensive Land Use Plan
- Retain and expand current businesses
- Develop multi-modal transportation system that provides access to shopping and employment centers
- Develop a reputation as a great place for small and/or local businesses
- Revitalize Westminster Center Urban Reinvestment Area



SAFE AND SECURE COMMUNITY

- Citizens are safe anywhere in the City
- Public safety departments: well equipped and authorized staffing levels staffed with quality personnel
- Timely response to emergency calls
- Citizens taking responsibility for their own safety and well being
- Manage disaster mitigation, preparedness, response and recovery
- Maintain safe buildings and homes
- Protect residents, homes, and buildings from flooding through an effective stormwater management program



VIBRANT NEIGHBORHOODS IN ONE LIVABLE COMMUNITY

- Develop transit oriented development around commuter rail stations
- Maintain and improve neighborhood infrastructure and housing
- Preserve and restore historic assets
- Have HOAs and residents taking responsibility for neighborhood private infrastructure
- Develop Westminster as a cultural arts community
- Have a range of quality homes for all stages of life (type, price) throughout the City
- Have strong community events and active civic engagement



BEAUTIFUL AND ENVIRONMENTALLY SENSITIVE CITY

- Have energy efficient, environmentally sensitive city operations
- Reduce energy consumption citywide
- Increase and maintain greenspace (parks, open space, etc.) consistent with defined goals
- Preserve vistas and view corridors
- A convenient recycling program for residents and businesses with a high level of participation



Mission statement: We deliver exceptional value and quality of life through SPIRIT.

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE CITY COUNCIL MEETING
HELD ON MONDAY, OCTOBER 24, 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

Mayor Pro Tem Dittman moved, seconded by Councillor Lindsey, to approve the minutes of the regular meeting of October 10, 2011, as presented. The motion carried unanimously.

CITY MANAGER'S REPORT

Mr. McFall reminded everyone there would be no City Council meeting on October 31, the fifth Monday of the month. Additionally, next Tuesday, November 1, was Election Day, at which the races for three City Councillor offices would be decided. City Hall was a drop-off ballot site and would be open from 7 a.m. to 7 p.m. on Election Day. The City Council would conduct a special meeting on Monday, November 7, and the seated Council would meet at 7:30 p.m. to conclude unfinished business. At 8 p.m., in accordance with provisions of the City Charter, the newly elected Councillors would be sworn in and begin their terms of office. The new Council's first item of business would be to elect a Mayor Pro Tem to serve the next two years.

In conclusion, Mr. McFall announced the Westminster Economic Development Authority Board of Directors would convene an executive session in the Board Room to consider the Authority's position relative to future negotiations related to the redevelopment of the Westminster Mall site and instructing the Authority's negotiators, as allowed by Section 24-6-402(4)(e), Colorado Revised Statutes.

COUNCIL REPORTS

Councillor Winter reminded everyone of the Halloween Carnival to be held on Saturday, October 29, from 4 to 7 p.m. at City Park Recreation Center. Children of all ages were invited to dress in their costumes and join the Mayor for a fun-filled afternoon of games, treats and activities.

Councillor Major recognized Mayor Pro Tem Dittman, noting that this was his last City Council meeting. It concluded ten years of service to the citizens of Westminster as a member of City Council. Councillor Major pointed out that his first opportunity to work with Chris Dittman had been when Mr. Dittman was principal of Westminster High School and he was a member of the District 50 School Board of Education. The Mayor Pro Tem had made many contributions to the community throughout his professional and elected careers. Councillor Major said it had been his privilege to serve with the Mayor Pro Tem over the years, and he would be missed.

Mayor McNally added that Chris Dittman had been her left and right arm, a good friend, and a terrific Mayor Pro Tem. She valued and appreciated him, wished him well, and thanked him.

The Mayor announced there would be a prescriptive drug drop-off site from 10 a.m. to 2 p.m. on Saturday, October 29, at the Public Safety Building. People were encouraged to stop by and safely dispose of old medication.

CITIZEN COMMUNICATION

Davis McDaniel, 8956 Carr Street, appreciated proposed action to adopt a Debt Policy that was scheduled for Council's consideration later in the meeting. As written, she thought the policy would perpetuate high indebtedness well into the future. She supported accumulating capital through a well-planned program of setting aside money in interest-bearing accounts to pay cash for improvements rather than borrowing money and asked that action on the proposed policy be postponed until the policy could be re-structured to focus on eliminating debt.

Ken Chapan, 13583 Quivas Street, agreed with Ms. McDaniel and suggested that if borrowing was necessary, financing be done with local banks rather than national financial institutions. His purpose in speaking was to represent the Westminster Move-On Council and explain the organization's purpose and goal. He distributed contracts for the American Dream and hoped Council would sign them and participate in the organization's efforts to transform the social, political, and economic fabric of the nation. A 14-year resident of Westminster, Mr. Chapan thought the City was a wonderful place to live and gave credit to City Council for making it so desirable.

Kenneth Pospisil, 8111 Irving Street, spoke in support of allowing multiple accessory structures on a residential property. His property had a detached garage, gazebo and spa when purchased and he wanted to add a shed for storage. Existing City regulations considered a detached garage an accessory building and allowed only one accessory building per residential lot.

Mr. McFall reported that the proposed amendments to the WMC regarding accessory structures increased the overall accessory structures allowed. However, Council had voiced concerns that the revisions as written might not be adequate to meet storage needs of residents. If adopted tonight, Staff would undertake additional research on the subject and potentially would bring new modifications to Council later in the year.

Mayor McNally reported with respect to the Debt Policy that the standard practices of the City had been merged into one document and the format was all that would change by action of Council later in the meeting if the resolution was adopted. The procedure was not new.

CONSENT AGENDA

The following actions were submitted for Council's consideration on the consent agenda: accept the September 2011 Financial Report as presented; accept the third quarter Insurance Claims Report; authorize the City Manager to execute a reimbursement agreement with the Trust for Public Land in the amount up to \$70,110 for fencing costs associated with the Sisters of the New Covenant open space acquisition; authorize the City Manager to increase the approved project contingency for the Swim and Fitness Center renovation in the amount of \$50,000, bringing the total project contingency to \$277,000; authorize the City Manager to execute a \$101,765 contract with Intergraph Corporation for a Computer Aided Dispatch and Mobile Data Computer software upgrade; authorize Staff to re-allocate 2011 Utility Fund Capital Improvement Program funds as outlined in Agenda Item 8F to better address capital improvement needs; authorize the City Manager to execute a \$397,138 contract with the low bidder, Aquarehab Drinking Water, Inc., for construction work related to the Lowell Boulevard Water Main Project, authorize a 10% contingency of \$39,713 for a total construction budget cost of \$436,851, and authorize a \$63,866 amendment to the Burns & McDonnell Engineering Company design contract for construction management services and a 10% contingency of \$6,386 for a total of \$70,252; authorize the City Manager to execute a \$374,462 contract with the low bidder Velocity Constructors, Inc., for construction of solids handling improvements at the Big Dry Creek Wastewater Treatment Facility, authorize a 10% construction contingency in the amount of \$37,446 for a total construction budget of \$411,908, and based on the City Manager's recommendation, find that the public interest would best be served by authorizing the City Manager to execute a \$39,709 contract amendment with Black & Veatch Corporation to provide construction phase engineering services related to construction of solids handling improvements at the Big Dry Creek Wastewater Treatment Facility, and authorize a 10% contingency in the amount of \$3,970 for a total construction phase engineering services budget of \$43,679; final passage on second

reading of Councillor's Bill No. 31 approving amendments to the Comprehensive Land Use Plan; and final passage on second reading of Councillor's Bill No. 32 amending the FY2012 budgets of the General, General Reserve, General Fund Stabilization Reserve, Utility, Utility Rate Stabilization Reserve, Utility Capital Project Reserve, Storm Drainage, Golf Course, Fleet Maintenance, General Capital Outlay Replacement, Sales & Use Tax, Parks Open Space & Trails (POST), General Capital Improvement and Debt Service Funds.

No one asked to remove any item for individual consideration, and Councillor Major moved, seconded by Mayor Pro Tem Dittman, to approve the consent agenda as presented. The motion carried unanimously.

RESOLUTION NO. 34 ADOPTING THE CITY'S DEBT POLICY

It was move by Mayor Pro Tem Dittman, seconded by Councillor Winter, to adopt Resolution No. 34 approving the Debt Policy. At roll call, the motion passed unanimously.

Councillor Major thanked the Finance Staff for organizing the City's standard practices in written format for formal adoption.

RESOLUTION NO. 35 AUTHORIZING JEFFCO OPEN SPACE GRANT APPLICATION

Councillor Winter moved, seconded by Councillor Major, to adopt Resolution No. 35 authorizing Staff to pursue a grant from the Jefferson County Open Space Local Park and Recreation Grant Program during the 2012 cycle for the acquisition of the Bonnie Stewart property located at 8390 West 108th Avenue for open space. The motion passed unanimously on roll call vote.

COUNCILLOR'S BILL NO. 33 AUTHORIZING SUPPLEMENTAL APPROPRIATION

It was moved by Councillor Major and seconded by Councillor Winter to pass on first reading Councillor's Bill No. 33 appropriating funds received from the National Resource Trustees in the amount of \$488,000 for the acquisition and revegetation of the Sisters of the New Covenant property for open space.

COUNCILLOR'S BILL NO. 34 REVISING WMC LAND USE AND ENGINEERING STANDARDS

Upon a motion by Councillor Briggs, seconded by Councillor Lindsey, the Council voted unanimously on roll call vote to pass on first reading Councillor's Bill No. 34 making revisions to the Westminster Municipal Code regarding Land Use and Engineering Standards.

COUNCILLOR'S BILL NO. 35 AMENDING RENTAL PROPERTY MAINTENANCE CODE

Councillor Lindsey moved to pass on first reading Councillor's Bill No. 35 amending Section 11-12-3(A)(18) of the Westminster Municipal Code by modifying the Rental Property Maintenance Code and exempting Life Care Institutions as regulated by the Colorado Department of Regulatory Agencies from the licensing and systematic inspection provisions of the code. The motion was seconded by Mayor Pro Tem Dittman and carried by a 6:1 margin with Councillor Kaiser voting no.

REVISED EMPLOYMENT AGREEMENT WITH MUNICIPAL COURT JUDGE

Mayor Pro Tem Dittman moved to authorize the Mayor to execute a revised employment agreement with John A. Stipech for his services as Presiding Judge for 2012 with an effective date of January 1, 2012, and an automatic renewal for 2013 unless terminated by City Council. Councillor Major seconded the motion and it carried with all Council members voting affirmatively.

COUNCILLOR’S BILL NO. 36 INCREASING THE MUNICIPAL JUDGE’S SALARY

Upon a motion by Mayor Pro Tem Dittman, seconded by Councillor Major, the Council voted unanimously at roll call to pass on first reading Councillor’s Bill No. 36 setting the salary for the Municipal Judge for 2012.

ADJOURNMENT

There being no further business to come before the City Council, it was moved by Councillor Major, seconded by Councillor Kaiser, to adjourn. The motion carried and the meeting adjourned at 7:20 P.M.

ATTEST:

Mayor

City Clerk



Agenda Memorandum

City Council Meeting
November 7, 2011



SUBJECT: Revised Employment Agreement with J. Brent McFall

Prepared By: Matt Lutkus, Deputy City Manager

Recommended City Council Action

Authorize the Mayor to execute a revised employment agreement with J. Brent McFall for his services as City Manager for 2012 with an effective date of January 1, 2012, and automatic renewal for 2013 unless terminated pursuant to the provisions of the agreement.

Summary Statement

- City Council is requested to approve a revised employment agreement with Brent McFall for services as City Manager beginning January 1, 2012. The agreement will be automatically renewed for 2013 unless it is terminated by City Council or by Mr. McFall in accordance with the agreement provisions.
- The agreement includes the first increase in salary and deferred compensation for Mr. McFall since 2009. This is consistent with salaries of the City's Administrative Officers who have had salaries frozen at 2009 levels. In addition, Mr. McFall volunteered to temporarily reduce his salary by 5% for 2011. This reduction was accomplished administratively and was not reflected in the terms of the 2011 agreement.
- Under the proposed revised agreement, Mr. McFall's combined salary and deferred compensation will be \$213,358, which reflects a two percent increase over his annual compensation in 2010. The agreement also provides for a one-time bonus of \$10,000 payable in 2012.
- The proposed revised agreement has been reviewed by Kendra Carberry, an attorney with Hayes, Phillips, Hoffman & Carberry, P.C. Several edits of a non-substantive nature were made to the agreement.

Expenditure Required: \$213,358, plus the cost of other fringe benefits as described in the attached employment agreement

Source of Funds: General Fund - City Manager's Office Budget



Policy Issue

Should City Council approve the employment agreement with J. Brent McFall for the continuation of his services as City Manager for 2012 and 2013?

Alternative

Council could make adjustments to the proposed employment agreement with Mr. McFall.

Background Information:

J. Brent McFall has been employed as City Manager since May 21, 2001. His previous experience includes holding city manager or city administrator positions in four cities in Kansas and Washington prior to becoming Westminster's City Manager. Mr. McFall is an active member of the International City/County Management Association and currently holds the designation of Credentialed Manager through that organization. He is the past president of the Metro City Managers' Association and is also active with the Colorado City/County Managers' Association (CCCMA), and with the Jefferson and Adams County/City Managers' groups. He recently completed duties as chair of the CCCMA Professional Advocacy Committee and during the past year has been a speaker or panelist at several regional conferences. Mr. McFall has been a recipient of the Edwin O. Stene Award for Managerial Excellence by University of Kansas City Managers' Alumni in recognition of his outstanding accomplishments over thirty years as chief executive in five cities. His activities at the community level include serving on the Boards of Directors of the Metro North Chamber of Commerce and the Westminster Legacy Foundation. He also serves on the Board of Advisors for the Rocky Mountain Land Institute.

Under Mr. McFall's leadership, the City continues to use the City Council's Strategic Plan to guide the City's ongoing activities. The City's strategic approach to management is further demonstrated in the recently updated 2011/2012 Budget that included an organization wide review and update of the City core service priorities.

During the past twelve months, Mr. McFall was closely involved in the achievement of many of the City's successes. Some of the key milestones for the past year were continued progress on the initial phases of the Westminster Center Urban Reinvestment Project including: the acquisition of the majority of the Westminster Mall, the initial phases of the demolition of the Mall structure and very promising negotiations with potential developers. Other significant accomplishments include acquisition of the ICON property for a parking structure in the South Westminster TOD, final negotiations on IGA's with RTD regarding the development of the Westminster FasTracks Station; implementation of the General Fund Strategic Reserve to be used to buffer the high and low years of the General Fund revenue stream; significant progress in identifying funding for managed lanes on both US 36 and North I-25; successful closure of the medical marijuana dispensary operating in the City; acquisition of a significant number of Farmers Reservoir and Irrigation Company (FRICO) shares to help ensure the City's long-term water supply requirements; and the start of construction on the expansion of the reclaimed water plant with a project cost that is \$1.5 million under engineer's estimate.

Mr. McFall continues to champion the City organization's key values of service, pride, integrity, responsibility, innovation and teamwork (SPIRIT). Under his leadership, the City continues to be a leader on many fronts and enjoys an excellent reputation nationwide for the quality of its facilities and programs.

The past twelve months have continued to present significant budgetary challenges as the national recession caused a substantial reduction in City General Fund revenues. The City administration implemented and managed an austere 2011 budget after a great deal of work with Council and Staff to prioritize City services. At the same time, the City has maintained outstanding credit ratings with rating agencies commenting positively on the City's financial strategy, management, policy and leadership.

City Council met with Mr. McFall on September 26 to review his job performance during the past twelve months. The proposed employment agreement with Mr. McFall reflects Council's direction with regard to his annual salary and a bonus for his work performance during 2011. The revised agreement will provide for a combined salary and deferred compensation of \$213,358. The \$10,000 one-time bonus will be paid in January 2012.

The City periodically requests outside legal counsel to review the employment agreements of the City Manager, City Attorney and the Presiding Judge to ensure that the agreements are consistent with current State and Federal statutes and case law. In July, City Council authorized a contract with Kendra Carberry, an attorney with Hayes, Phillips, Hoffman & Carberry, P.C., to review the 2011 agreement and provide recommendations on any changes. The recommended changes have been incorporated into the proposed agreement. These changes are non-substantive in nature. For example, the changes included a clarification that the combined base salary and deferred compensation shall be used in calculating severance pay, and that a specific version (the most recent revision) of the Personnel Policies and Rules should be cited in the reference to that document.

City Council's favorable action on the continuation of the City Manager's employment agreement will support all five of the City Strategic Plan Goals by ensuring the City organization will continue to be managed by a highly skilled and experienced chief executive.

Funds are available in the 2012 Budget to provide for the compensation described in the agreement.

Respectfully submitted,

Stephen P. Smithers
Assistant City Manager

Attachment - Agreement

EMPLOYMENT AGREEMENT

THIS AGREEMENT, effective as of the 1st day of January 2012, by and between the City of Westminster, State of Colorado, a municipal corporation, hereinafter called "the CITY" as party of the first part, and J. BRENT McFALL, hereinafter called "EMPLOYEE", as party of the second part, both of whom understand as follows:

WHEREAS, the CITY desires to continue employing the services of J. BRENT McFALL, as City Manager of the City of Westminster as provided by City Charter, Chapter IV, Section 7; and

WHEREAS, it is the desire of the City Council of the CITY (the "City Council") to provide certain benefits, establish certain conditions of employment, and to set working conditions of EMPLOYEE; and

WHEREAS, it is the desire of the City Council to (1) secure and retain the services of EMPLOYEE and to provide inducement for him to remain in such employment; (2) make possible full work productivity by assuring EMPLOYEE'S morale and peace of mind with respect to future security; (3) act as a deterrent against malfeasance or dishonesty for personal gain on the part of EMPLOYEE, and (4) provide a just means for terminating EMPLOYEE'S services at such time as he may be unable to fully discharge his duties or when the CITY may desire to otherwise terminate his employ;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

SECTION 1. DUTIES:

A. The CITY hereby agrees to continue the employment of J. BRENT McFALL as City Manager of the CITY to perform the duties and functions specified in Section 4.8 of the City Charter and such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

B. Except as otherwise expressly provided in this Agreement, EMPLOYEE shall be subject to the City of Westminster Personnel Policies and Rules, dated June 30, 2010, as amended ("Personnel Policies and Rules").

SECTION 2. TERM:

A. It is the intent of the City Council and EMPLOYEE that EMPLOYEE will serve as City Manager for calendar years 2012 and 2013. EMPLOYEE agrees to remain in the exclusive employ of the CITY. Further, EMPLOYEE agrees not to become employed by any other employer until this Agreement is terminated. Notwithstanding the foregoing, the term "employed" shall not be construed to include occasional teaching, writing, consulting work or other related activities performed on EMPLOYEE'S time off.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the CITY to terminate the services of EMPLOYEE at any time and for any reason, subject only to the provisions set forth in Section 3 of this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of EMPLOYEE to resign at any time from his position with the CITY, subject only to the provisions set forth in Section 3 of this Agreement.

D. This Agreement shall be in effect through December 31, 2012, but shall be automatically renewed through December 31, 2013, unless terminated on or before October 31, 2012.

SECTION 3. TERMINATION AND SEVERANCE PAYMENT:

A. In the event the City Council decides to terminate EMPLOYEE's employment with the CITY before expiration of the aforementioned term of employment and during such time that EMPLOYEE is willing and able to perform the duties of City Manager, then and in that event, the CITY agrees to pay EMPLOYEE a lump sum cash payment equal to his Base Salary for the ensuing twelve (12) months, plus the pro rata share of deferred compensation to which EMPLOYEE is entitled based on his termination date (the "Severance Payment"); provided however, that in the event the EMPLOYEE is terminated because of his conviction of an illegal act, then, and in that event, the CITY has no obligation to pay the Severance Payment.

B. In the event the CITY at any time during the employment term reduces the salary or other financial benefits of EMPLOYEE in a greater percentage than an applicable across the board reduction for all City employees, or in the event the CITY refuses, following written notice to comply with any other provisions benefiting EMPLOYEE herein, or the EMPLOYEE resigns following a written suggestion by at least four (4) members of the City Council that he resign, then, and in that event, EMPLOYEE may, at his option, be deemed to be "terminated" at the date of such reduction and be entitled to the Severance Payment as described in subsection A of this Section 3.

C. In the event EMPLOYEE voluntarily resigns his position with the CITY before expiration of the aforesaid term of employment, then EMPLOYEE shall give the CITY no less than sixty (60) days notice in advance in writing, and this agreement shall terminate on the effective date of the resignation.

D. The parties may, by mutual written agreement, shorten the time required for written notification of termination or resignation set forth in this Section 3.

E. In the event this Agreement is not renewed by the City Council, such non-renewal shall be considered a termination as provided for in Section 3.A. hereof and shall entitle EMPLOYEE to the Severance Payment described therein.

SECTION 4. SALARY AND EVALUATIONS:

A. The CITY agrees to pay EMPLOYEE for his services rendered pursuant hereto an annual gross salary of \$213,358 (the "Gross Salary"), which consists of a base salary ("Base Salary") and the amount EMPLOYEE elects to take as deferred compensation. The Base Salary portion of this amount shall be payable in installments at the same time as other employees of the CITY are paid. EMPLOYEE may designate a portion of this amount not to exceed the amount allowed by Federal Law to be paid as a lump sum payment to EMPLOYEE'S deferred compensation plan.

B. The CITY agrees to review EMPLOYEE'S performance annually, no later than October 31st of each year. Salary evaluation each year shall be at the discretion of the CITY, and salary evaluation shall be based on the Gross Salary.

C. In recognition of his job performance during 2011, EMPLOYEE shall be given a \$10,000 bonus payable no later than January 20, 2012.

SECTION 5. HOURS OF WORK:

A. It is recognized that EMPLOYEE must devote a great deal of his time outside normal office hours to business of the CITY, and to that end EMPLOYEE will be allowed to take compensatory time off as he shall deem appropriate during normal office hours, in compliance with the Personnel Policies and Rules.

B. EMPLOYEE shall not spend more than ten (10) hours per week in teaching, consulting, or other non-City connected business without the expressed prior approval of the City Council, and such consulting or other non-City connected business shall not constitute a conflict of any nature with EMPLOYEE'S work as City Manager. The City Council shall be the sole judge of such conflicts, and its determination shall be final.

SECTION 6. TRANSPORTATION:

EMPLOYEE'S duties require that he have an EMPLOYEE-provided automobile. EMPLOYEE shall be responsible for paying of liability, property, maintenance, repair and regular replacement of said automobile. The CITY shall pay EMPLOYEE a monthly car allowance of \$750 to assist in compensating for these costs.

SECTION 7. DUES AND SUBSCRIPTIONS:

The CITY agrees to budget and to pay the professional dues of EMPLOYEE necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the CITY.

SECTION 8. PROFESSIONAL DEVELOPMENT:

The CITY hereby agrees to budget and to pay the travel and subsistence expenses of EMPLOYEE for professional and official travel, meetings and occasions adequate to continue the professional development of EMPLOYEE and to adequately pursue necessary official and other functions for the CITY, including but not limited to the International City/County Management Association, the Colorado City/County Management Association, the Colorado Municipal League, and such other national, regional, state and local governmental groups and committees thereof which EMPLOYEE serves as a member.

SECTION 9. GENERAL EXPENSES:

The CITY recognizes that certain expenses of a non-personal, job-affiliated nature are incurred by EMPLOYEE, and hereby agrees to reimburse or to pay said non-personal, job-affiliated expenses. Disbursement of such monies shall be made upon receipt of duly executed expense vouchers, receipts, statements, or personal affidavit.

SECTION 10. FRINGE BENEFITS:

A. The CITY shall provide EMPLOYEE with all benefits that are provided to all other Department Head level employees by the Personnel Policies and Rules, except that when such benefits are in conflict with this Agreement, this Agreement shall control.

B. EMPLOYEE shall continue to accrue General Leave at the rate prescribed for "over 20" years of continuous municipal service in the City Code and Personnel Policies and Rules and shall be able to

use such accrued leave in accordance with the rate of use accorded to employees in the "over 20" category.

SECTION 11. OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

A. The City Council shall fix any other terms and conditions of employment as it may from time to time determine, relating to the performance of EMPLOYEE, provided such terms and conditions are not inconsistent with the provisions of this Agreement, the City Charter or any other law.

SECTION 12. GENERAL PROVISIONS:

A. The text herein shall constitute the entire agreement between the parties.

B. This Agreement shall be binding upon and to the benefit of the heirs at law and executors of EMPLOYEE.

C. This Agreement becomes effective on January 1, 2012, and if automatically renewed shall be in effect through December 31, 2013.

D. If any provision, or any portion hereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the portion thereof shall be deemed severable, and the remainder shall not be affected, and shall remain in full force and effect.

E. Nothing in this Agreement shall be construed as creating a multiple fiscal year obligation on the part of the CITY within the meaning of Colorado Constitution Article X, Section 20.

F. The parties agree that this Agreement is entered into and shall be governed by the laws of the State of Colorado.

IN WITNESS WHEREOF, the City of Westminster, Colorado, has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and EMPLOYEE has signed and executed this Agreement.

APPROVED by Westminster City Council on this 7th day of November, 2011.

Nancy McNally, Mayor

ATTEST:

City Clerk

J. Brent McFall

APPROVED AS TO LEGAL FORM:

City Attorney



Agenda Memorandum

City Council Meeting
November 7, 2011



SUBJECT: Revised Employment Agreement with Martin R. McCullough

Prepared By: Matt Lutkus, Deputy City Manager

Recommended City Council Action

Authorize the Mayor to execute a revised employment agreement with Martin R. McCullough for his services as City Attorney for 2012 with an effective date of January 1, 2012, and an automatic renewal for 2013 unless terminated pursuant to the terms of the agreement.

Summary Statement

- City Council is requested to approve a revised Employment Agreement with Martin McCullough for services as City Attorney beginning January 1, 2012. The Agreement will be automatically renewed for 2013 unless it is terminated by City Council or Mr. McCullough in accordance with the termination section of the Agreement.
- City Council met with Mr. McCullough for his annual performance and salary review on October 10. The attached proposed agreement reflects Council’s direction with regard to renewal of the current agreement.
- The City Attorney’s salary has remained unchanged since 2009 consistent with Council’s budget-related decision to freeze the City Administrative Officers’ salaries for 2010 and 2011.
- Under the proposed revised Agreement, Mr. McCullough’s 2012 combined salary and deferred compensation will be \$169,269 which represents a 2 per cent increase over his 2011 combined compensation. Mr. McCullough will also receive a merit bonus of \$10,000 in recognition of his work performance during the past twelve months.
- The draft revised agreement with Mr. McCullough has been reviewed by outside legal counsel, Kendra Carberry, an attorney with Hayes, Phillips, Hoffman & Carberry, P.C. Ms. Carberry has made a number of changes to ensure that the agreement is not inconsistent with Federal and State statutes and case law. Additional changes have been made to show the revised employment dates and compensation level, and to incorporate minor changes described in the background section of this memorandum.

Expenditure Required: \$169,269 plus the cost of fringe benefits as described in the attached Employment Agreement

Source of Funds: General Fund - City Attorney’s Office Budget



Policy Issue

Should City Council continue its employment agreement with Martin McCullough for his services as City Attorney for 2012 and 2013?

Alternative

Council could make adjustments to the employment agreement with Mr. McCullough.

Background Information

Martin McCullough was appointed City Attorney on February 10, 1986, after serving as Acting City Attorney since September 1985. Prior to holding these positions, he was an attorney with the municipal law firm of Calkins, Kramer, Grimshaw and Haring. Mr. McCullough holds a B.A. from the University of Virginia, an M.S. from Florida State University and graduated magna cum laude from the University of Houston School of Law in 1982. He is admitted to practice law in Texas and Colorado and is a member of the National Institute of Municipal Law Officers and the Colorado and Denver Bar Associations. Mr. McCullough has served as President of the Attorneys' Section of the Colorado Municipal League, is past President of the Metro City Attorneys' Association, and is a member and past Chairperson of the Local Government Committee of the Colorado Bar Association. Mr. McCullough is also a past recipient of the Metro City Attorney's Association's "City Attorney of the Year" and "Leadership" awards. In 2004, Mr. McCullough was designated a Fellow In Local Government Law by the International Municipal Lawyers' Association. Mr. McCullough's fellowship status was recently extended through 2014.

During the past twelve months, the City Attorney's Office has provided a significant amount of legal support in a number of key areas: continued work on the Westminster Center Urban Reinvestment Project, which included acquisition of the majority of the Mall property and the favorable resolution of litigation initiated by the former owners of the Mall; continuing negotiations with the RTD staff on the various agreements related to the South Westminster Transportation-Oriented Development (TOD) and the EAGLE P3 Project; the enforcement of City Council's ban on medical marijuana dispensaries; issues related to Xcel Energy's tariffs and rates before the Public Utilities Commission; and continuing redevelopment of the 72nd and Sheridan Urban Renewal Area.

During the past twelve months, the City Attorney's Office assisted in the preparation of sixteen intergovernmental agreements and prepared nineteen ordinances for City Council action. Major legislative efforts included updating the City Code provisions regarding the issuance, revocation and renewal of City licenses; establishing rental property license and registration procedures and implementing zoning/land use Code revisions. The City Attorney's Office continues to assist in resolving personnel issues and claims as they arise.

The City Attorney's Office continues to provide legal staff support on an ongoing basis for the Special Permits and License Board, the Broomfield-Westminster Open Space Foundation and for other boards and commissions, as needed. The Office has also been involved in numerous capital improvement projects, real estate transactions, and sales tax enforcement actions.

Oversight of the City Prosecutor's Office is one of the City Attorney's important ongoing responsibilities. During the past year, this Office represented the City in over 10,000 Municipal Court cases including 3,900 traffic cases. Domestic violence cases continue to consume a considerable amount of prosecution time due to the difficult nature of these cases. In the past twelve months, 211 domestic violence (DV) cases were filed with the Court. The number of DV cases decreased from the previous twelve month period due to the fact that these cases were being prosecuted in county courts for five months while the two attorney positions in the office were vacant.

Graffiti cases continue to receive special attention by the City Prosecutor's Office. The City Prosecutor's Office prosecuted 20 cases of graffiti-defacement and 16 cases of possession of graffiti materials. Over \$5,066 in fines and more than 980 days of jail time were ordered by the Court, with 690 days being suspended in exchange for community service. For juvenile offenders, the parent is ordered by the Court to participate, as well. The City Prosecutor's Office remains keenly aware of City Council's stance on graffiti crime and remains aggressive in its approach to graffiti offenders.

The proposed employment agreement with Mr. McCullough is similar to the current agreement that Council approved in October 2010 with the exceptions of the effective dates of the agreement, the addition of a bonus provision and several updates being recommended by outside legal counsel and the Deputy City Manager. The substantive changes that are being recommended are as follows:

- A rewording of section 3A to reflect the previous understanding that any severance paid to the City Attorney will be comprised of both salary and a pro rata apportion of his deferred compensation.
- A reduction in the employee's required notice for resignation from four months to no less than sixty days in advance of the effective date.

The proposed City Attorney's employment agreement reflects City Council's decision to increase the City Attorney's salary and deferred compensation by 2% to \$169,269. In addition, Council has indicated that they wish to provide Mr. McCullough with a \$10,000 bonus in recognition of his exemplary job performance during 2011. If approved, the proposed contract between Mr. McCullough and the City will be renewed automatically unless terminated by Council prior to October 31, 2012.

The continuation of an employment agreement with Mr. McCullough supports all five of the City's Strategic Plan goals by ensuring quality legal advice and support for the wide range of government functions provided by the City organization.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment - Agreement

EMPLOYMENT AGREEMENT

THIS AGREEMENT, effective as of the 1st day of January, 2012, by and between the CITY OF WESTMINSTER, State of Colorado, a municipal corporation, hereinafter called "the CITY" as party of the first part, and MARTIN R. McCULLOUGH, hereinafter called "EMPLOYEE," as party of the second part, both of whom understand as follows:

WHEREAS, the CITY desires to continue employing the services of MARTIN R. McCULLOUGH, as City Attorney of the City of Westminster as provided by City Charter, Chapter IV, Section 4.13; and

WHEREAS, it is the desire of the City Council of the CITY (the "City Council") to provide certain benefits, establish certain conditions of employment, and to set working conditions of EMPLOYEE; and

WHEREAS, it is the desire of the City Council to (1) secure and retain the services of EMPLOYEE and to provide inducement for him to remain in such employment; (2) make possible full work productivity by assuring EMPLOYEE'S morale and peace of mind with respect to future security; (3) act as a deterrent against malfeasance or dishonesty for personal gain on the part of EMPLOYEE; and (4) provide a just means for terminating EMPLOYEE'S services at such time as he may be unable to fully discharge his duties or when the CITY may desire to otherwise terminate his employ; and

WHEREAS, EMPLOYEE previously accepted employment as City Attorney of the CITY.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

SECTION 1. DUTIES:

A. The CITY hereby agrees to continue the employment of EMPLOYEE as City Attorney of the CITY to perform the duties and functions specified in Section 4.13 of the City Charter, Chapter 16 of Title I of the City Code and such other legally and ethically permissible and proper duties and functions as the City Council shall from time to time assign.

B. EMPLOYEE shall prepare and submit a proposed budget for the City Attorney's Office following guidelines established by the City Manager. This budget shall be reviewed by the City Manager's Office and submitted to the City Council for final approval as part of the City Manager's recommended City Budget. Requests for changes in the budget during the fiscal year shall also be submitted through the City Manager's Office.

C. EMPLOYEE shall supervise the staff of the City Attorney's Office as may be authorized by the City Council. All employees of the City Attorney's Office shall be employed by the City Attorney in accordance with the provisions of Section 1-16-3 of the City Code.

E. Except as otherwise expressly provided in this Agreement, EMPLOYEE shall be subject to the City of Westminster Personnel Policies and Rules, dated June 30, 2010, as amended ("Personnel Policies and Rules").

SECTION 2. TERM:

A. It is the intent of the City Council and EMPLOYEE that EMPLOYEE will serve as City Attorney for calendar years 2012 and 2013. During the term of this Agreement, EMPLOYEE agrees to remain in the exclusive employ of the CITY. Further, EMPLOYEE agrees not to become employed by any other employer until this Agreement is terminated. Notwithstanding the foregoing, the term "employed" shall not be construed to include occasional teaching, writing, consulting work or other related activities performed on EMPLOYEE'S time off.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the CITY to terminate the services of EMPLOYEE at any time and for any reason, subject only to the provisions set forth in Section 3 of this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of EMPLOYEE to resign at any time from his position with the CITY, subject only to the provisions set forth in Section 3, paragraph C of this Agreement.

D. This Agreement expires December 31, 2012 but shall be automatically renewed for 2013 unless terminated no later than October 31, 2012.

SECTION 3. TERMINATION, NOTICE AND SEVERANCE PAYMENT:

A. In the event the City Council decides to terminate EMPLOYEE's employment with the CITY before expiration of the aforementioned term of employment and during such time that EMPLOYEE is willing and able to perform the duties of City Attorney, then and in that event, the CITY agrees to give EMPLOYEE six (6) months' prior written notice or, if no such notice is given, to pay EMPLOYEE a lump sum cash payment equal to his Base Salary for the ensuing six (6) months, plus or minus the pro rata share of deferred compensation to which EMPLOYEE is entitled based on his termination date and the amount of deferred compensation already paid to EMPLOYEE for that year (the "Severance Payment"); provided however, that in the event EMPLOYEE is terminated because of his conviction of any illegal act, then, and in that event, the CITY has no obligation to give notice or pay the Severance Payment.

B. In the event the CITY at any time during the employment term reduces the salary or other financial benefits of EMPLOYEE in a greater percentage than an applicable across-the-board reduction for all City employees, or in the event the CITY refuses, following written notice, to comply with any other provisions benefiting EMPLOYEE herein, or the EMPLOYEE resigns following a written suggestion by at least four (4) members of the City Council that he resign, then, and in that event, EMPLOYEE may, at his option, be deemed to be "terminated" at the date of such reduction and be entitled to the Severance Payment as described in subsection A of this Section 3.

C. In the event EMPLOYEE voluntarily resigns his position with the CITY before expiration of the aforesaid term of employment, then EMPLOYEE shall give the CITY no less than sixty (60) days notice in advance in writing, and this agreement shall terminate on the effective date of the resignation.

D. The parties may, by mutual written agreement, shorten the time required for written notification of termination or resignation set forth in this Section 3.

E. In the event this Agreement is not renewed by the City Council, such non-renewal shall be considered a termination as provided for in Section 3A hereof and shall entitle EMPLOYEE to the Severance Payment described herein.

SECTION 4. SALARY AND EVALUATIONS:

A. Effective January 1, 2012, the CITY agrees to pay EMPLOYEE for his services rendered pursuant hereto an annual gross salary ("Gross Salary") of \$169,267 which consists of a base salary ("Base Salary") and the amount EMPLOYEE elects to take as deferred compensation. EMPLOYEE may elect to receive a portion of his Gross Salary in the form of a lump sum amount of deferred compensation up to the then current maximum allowed by law. The Base Salary shall be payable in installments at the same time as other employees of the CITY are paid.

B. The CITY agrees to review EMPLOYEE'S performance annually, no later than October 31 of each year. Salary evaluation each year shall be at the discretion of the CITY.

C. In recognition of his job performance during 2011, EMPLOYEE shall be given a \$10,000 bonus payable no later than January 20, 2012.

SECTION 5. HOURS OF WORK:

A. It is recognized that EMPLOYEE must devote a great deal of his time outside normal office hours to business of the CITY, and to that end EMPLOYEE will be allowed to take compensatory time off as he shall deem appropriate during normal office hours, in compliance with the Personnel Policies and Rules.

B. EMPLOYEE shall not spend more than ten (10) hours per week in teaching, consulting, or other non-City connected business without the express prior approval of the City Council, and such consulting or other non-City connected business shall not constitute a conflict of any nature with EMPLOYEE'S work as City Attorney. The City Council shall be the sole judge of such conflicts, and its determination shall be final.

SECTION 6. TRANSPORTATION:

EMPLOYEE'S duties require that he have an EMPLOYEE-provided automobile. EMPLOYEE shall be responsible for paying of liability, property, maintenance, repair and regular replacement of said automobile. The CITY shall pay EMPLOYEE a monthly car allowance of \$500 to assist in compensating for these costs.

SECTION 7. DUES AND SUBSCRIPTIONS:

The CITY agrees to budget and to pay the professional dues of EMPLOYEE necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the CITY.

SECTION 8. PROFESSIONAL DEVELOPMENT:

The CITY agrees to budget and to pay registration, travel and subsistence expenses of EMPLOYEE for professional and official travel to meetings and occasions related to the professional development of EMPLOYEE and to official and other functions as a representative of the City, including, but not limited to, the Colorado Bar Association, NIMLO, the Colorado Municipal League, and continuing legal education courses and seminars related to the practice of municipal law. In addition to reasonably funding educational/training programs for EMPLOYEE's professional staff, sufficient funds shall be budgeted to permit EMPLOYEE to attend at least one national, one statewide, and one local educational/training program each calendar year.

SECTION 9. GENERAL EXPENSES:

The CITY recognizes that certain expenses of a non-personal, job-affiliated nature are incurred by EMPLOYEE, and hereby agrees to reimburse or to pay said non-personal, job-affiliated expenses. Disbursement of such monies shall be made upon receipt of duly executed expense vouchers, receipts, statements, or personal affidavit.

SECTION 10. FRINGE BENEFITS:

The CITY shall provide EMPLOYEE with all benefits that are provided to all Department Head level employees by the Personnel Policies and Rules; provided that when such benefits are in conflict with this Agreement, this Agreement shall control.

SECTION 11. OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

The City Council shall fix any other terms and conditions of employment as it may from time to time determine, relating to the performance of EMPLOYEE, provided such terms and conditions are not inconsistent with the provisions of this Agreement, the City Charter or any other law.

SECTION 12. GENERAL PROVISIONS:

A. The text herein shall constitute the entire agreement between the parties.

B. This Agreement shall be binding upon and to the benefit of the heirs at law and executors of EMPLOYEE.

C. This agreement becomes effective on January 1, 2012, and if automatically renewed, shall be in effect through December 31, 2013.

D. If any provision, or any portion hereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the portion thereof shall be deemed severable, and the remainder shall not be affected, and shall remain in full force and effect.

E. The parties agree that this Agreement is entered into and shall be governed by the laws of the State of Colorado.

F. Nothing in this Agreement shall be construed as creating any multiple fiscal year obligation on the part of the CITY within the meaning of Colorado Constitution Article X, Section 20.

IN WITNESS WHEREOF, the City of Westminster, Colorado, has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and EMPLOYEE has signed and executed this Agreement both effective as of the day and year first above written.

APPROVED by Westminster City Council this 7th day of November, 2011.

ATTEST:

Nancy McNally, Mayor

City Clerk

Martin R. McCullough



Agenda Item 3B-3

Agenda Memorandum

City Council Meeting
November 7, 2011



SUBJECT: Second Reading of Councillor's Bill No. 33 re Natural Resource Damage Funds Supplemental Appropriation

Prepared By: Heather Cronenberg, Open Space Coordinator

Recommended City Council Action

Pass Councillor's Bill No. 33 on second reading appropriating funds received from the Natural Resource Trustees in the amount of \$488,000 for the acquisition and revegetation of the Sisters of the New Covenant property for open space.

Summary Statement

- This Councillor's Bill was passed on first reading on October 24, 2011.
- City Council action is needed to appropriate these grant funds.
- In order to complete the acquisition, the City was required to contribute a cash match of up to \$1,545,000 for the Sisters of the New Covenant acquisition. The City received a \$750,000 grant from Great Outdoors Colorado and \$795,000 came from the City's Parks, Open Space and Trails bond funds.

Expenditure Required: \$488,000

Source of Funds: Natural Resource Damage Grant

Respectfully submitted,

J. Brent McFall
City Manager

Attachment - Ordinance



BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **33**

SERIES OF 2011

INTRODUCED BY COUNCILLORS
Major - Winter

A BILL

FOR AN ORDINANCE AMENDING THE 2011 BUDGET OF THE PARKS, OPEN SPACE AND TRAILS FUND AND THE GENERAL CAPITAL IMPROVEMENT FUND 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 Parks, Open Space and Trails Fund initially appropriated by Ordinance No. 3550 is hereby increased by \$488,000. This appropriation is due to the receipt of Natural Resource Damage funds.

Section 2. The \$488,000 increase shall be allocated to City Revenue and Expense accounts as described in the City Council Agenda Item #10C, dated October 24, 2011 (a copy of which may be obtained from the City Clerk) increasing City fund budgets as follows:

Parks, Open Space and Trails Fund	\$400,000
General Capital Improvement Fund	<u>88,000</u>
Total	<u>\$488,000</u>

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

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 24th day of October, 2011.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 7th day of November, 2011.

ATTEST:

Mayor

City Clerk



Agenda Item 3B-4

Agenda Memorandum

City Council Meeting
November 7, 2011



SUBJECT: Second Reading on Councillor's Bill No. 34 re Annual Updates to the Westminster Municipal Code re Land Use and Engineering Standards

Prepared By: Walter Patrick, Planner I

Recommended City Council Action

Pass Councillor's Bill No. 34 on second reading making revisions to the Westminster Municipal Code regarding Land Use and Engineering Standards.

Summary Statement

- Staff proposes revisions to various sections of the Westminster Municipal Code related to land use and engineering standards.
- These changes are intended to address missing or outdated information, conform Code section requirements to City practice, and correct inconsistencies between City Code and the City's Design Guidelines.
- These items were discussed in a previous City Council study session and post session.
- This Councillor's Bill was approved on first reading by City Council on October 24, 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. **34**

SERIES OF 2011

INTRODUCED BY COUNCILLORS
Briggs - Lindsey

A BILL

FOR AN ORDINANCE AMENDING SECTIONS 2-1-6, 2-2-2, 2-2-5, 5-5-3, 9-2-1, 9-2-8, 11-1-6, 11-2-1, 11-4-6, 11-5-7, 11-5-8, 11-5-9, 11-5-10 AND 11-11-7 OF THE WESTMINSTER MUNICIPAL CODE CONCERNING ANNUAL PLANNING AND ENGINEERING CODE UPDATES

THE CITY OF WESTMINSTER ORDAINS:

Section 1. Section 2-1-6, subsection (B), W.M.C., is hereby AMENDED as follows:

2-1-6: CONDUCT OF MEETINGS: (2068 2734)

(B) Unless otherwise provided for in this Code, Notice to the public of the meetings of Boards and Commissions shall be given as may be required by the individual by-laws adopted by each Board or Commission.

Section 2. Section 2-2-2, subsection (F), W.M.C., is hereby AMENDED as follows:

2-2-2: POWERS AND DUTIES: The powers and duties of the Planning Commission shall include, but not be limited to, the following: (319 1741 1970 2068 3495 3497)

(F) The review and determination of appeals from the Planning Manager's interpretation of the Zoning Map and the Zoning District boundary lines thereon.

Section 3. Section 2-2-5, W.M.C., is hereby AMENDED as follows:

2-2-5: REFERRALS TO PLANNING COMMISSION: (319 1741 1970 2068) Unless otherwise provided for in this Code, All applications and petitions for annexations, subdivision development plan approvals, amendments to preliminary and official development plans, zonings and rezonings, plat approvals, and such other matters as the City Council or City Manager may deem pertinent shall be referred to the Planning Commission for its review and action in accordance with the provisions of Chapter 5 Section 13 of Title XI of this Code.

Section 4. Section 5-5-3, subsection (A), W.M.C., is hereby AMENDED as follows:

5-5-3: EXEMPTIONS: (1959 3563)

(A) The license requirement shall not apply to:

(1) An owner of a single-family or duplex residential property who alters, repairs, remodels, equips, moves, or wrecks the building he owns when the owner furnishes all the material and labor.

(2) An owner who builds or constructs his own residence, or a building or structure accessory thereto which is intended for his own personal use. This exemption shall be permitted only once within a period of one (1) year; otherwise, a license as a contractor shall be required.

~~(3) A property owner who is doing work which would normally require a Class D public way contractor's license, but for whom the City engineer or his designee has waived the license requirement when:~~

- ~~(a) The proposed work affects an area of two hundred (200) square feet or less, or one (1) single family dwelling; and~~
- ~~(b) The owner is performing the work in the public way immediately adjacent to his own property, and~~
- ~~(c) The owner provides a copy of his homeowner's insurance policy, which is sufficient in the opinion of the City engineer or his designee to provide liability coverage of claims by third parties resulting from the owner's work in the public right of way. This exemption shall be permitted only once within a period of one (1) year, otherwise license as a contractor shall be required.~~

Section 5. Section 9-2-1, subsections (C) and (F), W.M.C., are hereby AMENDED as follows:

9-2-1: PERMIT REQUIRED: (2100 2598)

(C) Applications for a permit shall indicate the exact location, depth, extent, nature, and purpose of the work, including a sketch or plan as necessary, and the time required for the work. Applicants shall also pay a fee to the City before the issuance of a right-of-way permit. The amount of the fee shall be ~~as specified in the Planning and Engineering Development Review Fee Schedule set forth in Section 11-1-6 established, on an annual basis, by the City Manager upon recommendation of the City Engineer, as follows:~~

- ~~(1) The fee shall be reasonably related to the costs directly incurred by the City in providing services relating to the granting and administration of the permit, including inspection costs; and~~
- ~~(2) The fee may be graduated depending upon the scale and location of the project; and~~
- ~~(3) If the proposed excavation or construction project requires Construction Drawing Review, the fees related to such review as provided in section 11-1-6, W.M.C. shall be charged in addition to the right-of-way permit fee; and~~
- ~~(4) Printed copies of the fee schedule, as amended from time to time, shall be on file in the Office of the City's Community Development Department.~~

(F) A right-of-way permit ~~may~~must be ~~obtained by~~issued to a Class D Public Way Contractor with a contract for work affecting public property or grounds, utility systems, or work within any street right-of-way, utility easement, or other public property, ~~or to a property owner satisfying the requirements of Section 5-5-3(A), W.M.C.~~

Section 6. Section 9-2-8, W.M.C., is hereby AMENDED as follows:

9-2-8: STREET CUT IMPACT FEES: (3072)

(A) In addition to ~~the right-of-way street cut~~ permit fee ~~described in Section 9-2-1, above, and a deposit covering trench overrun and damage to appurtenances, fees to compensate the city due to the impact of long term damage caused by street cuts shall be paid by any~~no person or entity ~~shall~~who cuts the pavement of any city streets prior to the payment to the City of a street impact fee, to cover the effects of long-term damage to the street pavement created over time by intermittent street cuts. Such fees shall be paid ~~before~~at the ~~time of~~ issuance of a right-of-way permit, ~~to be calculated on forms to be furnished by the City Engineer.~~

(B) The street cut impact fee ~~will be established annually~~may be amended when deemed appropriate by the City Manager, upon recommendation ~~of~~by the City Engineer, and shall ~~be based upon~~include the following factors:

- (1) Whether the cut is a longitudinal trench or a transverse trench.
- (2) Whether the street was resurfaced within the current year and the last four (4) years or seal coated within the current year and the last two (2) years.

- (3) Whether the street is earmarked for total reconstruction within the current year and the next two (2) years in the City's 5-year pavement management master plan for street improvements.

~~(C) Fee Schedule:~~

- ~~(1) \$50.00 for street cut permit~~
- ~~(2) \$1.30/square foot for longitudinal trenches.~~
- ~~(3) \$7.70/square foot for transverse trenches.~~
- (4) ~~With the exception of the fee for a street cut permit above;~~ Normally, fees will be doubled for streets that have been resurfaced within the current year and the past four calendar years, or seal coated within the current year and the past two calendar years.
- (5) ~~With the exception of the fee for a street cut permit above;~~ Normally, fees will be waived for streets scheduled for total pavement reconstruction within the current year and the following two years.

Printed copies of the fee schedule, as amended from time to time, shall be on file in the Office of the City's Community Development Department.

Section 7. Section 11-1-6, W.M.C., is hereby AMENDED as follows:

11-1-6: LAND USE AND DEVELOPMENT REVIEW FEE SCHEDULE: (2598 3031 3152 3497)

(A) An applicant for any of the following land use or development reviews shall pay in advance the corresponding fee or fees:

(1) **Review Fees:**

PDP or amendment – Concept Review	\$350 (x) sq. rt. of acres (\$350 min.)
PDP or amendment – Technical Review	\$350 (x) sq. rt. of acres (\$350 min.)
ODP or amendment – Concept Review	\$400 (x) sq. rt. of acres (\$400 min.)
ODP or amendment – Technical Review	\$400 (x) sq. rt. of acres (\$400 min.)
Combined PDP/ODP (including amendments)	
Concept Review	\$550 (x) sq. rt. of acres (\$550 min.)
Technical Review	\$550 (x) sq. rt. of acres (\$550 min.)
<u>Zoning or Rezoning</u>	\$500
Annexation	\$300
Comprehensive Land Use Plan Amendments	\$500
Minor Administrative Amendment (PDP/ODP)	\$250
<u>Minor Administrative Amendment (PDP/ODP)</u>	<u>\$75</u>
Public Hearing	\$350
ODP Waiver	\$250
Special <u>or Conditional</u> Use Permit	\$450
Temporary Use/ <u>Special Event</u> Permit	\$100
Board of Adjustment and Appeals	\$250
Conditional Use	\$250
Construction Drawing Reviews	\$750 + \$75 (x) sq. rt. of acres (\$1125 max)
(Construction Drawing Reviews <u>may</u> include, but are not limited to, Final Plats, Address Plats, Construction Drawings, <u>ROW Permits</u> and Public Improvements Agreements)	
Minor Replat (Lot Line Adjustment)	\$300
Vacations (R.O.W. and Easements)	\$300
Land Disturbance Permits	\$250
R.O.W./Street Cut Permit	\$50
Development Sign Posting Fee	\$50
<u>Variance</u>	<u>\$250</u>

(2) **Other Service Fees:**

Zoning Verification Letter	\$50
Affidavit of Correction	\$100
Recording Fees for plats and plans	\$50 + \$20/ P page
<u>Recording Fees for letter and legal size E-filing</u>	<u>\$10/page</u>
Flood Plain Information (non-residential only)	\$20
<u>Scheduling and Conducting Public Hearing</u>	<u>\$350/hearing</u>

(3) **Document Fees:**

Plan submittal document	\$20
Comprehensive Land Use Plan	\$25
Northeast Comprehensive Development Plan	\$5
Copies of plans on file	\$5/ P page
<u>Copies of documents (up to 20 pages) on CD</u>	<u>\$5/CD</u>

(B) Applications requiring additional or modified submittals will be considered abandoned if the required submittal or re-submittal is not made within 180 days of the last submittal date and a new application and new fee will be required.

Section 8. Section 11-2-1, subsection (A) is amended by the addition of the following definitions:

11-2-1: DEFINITIONS

CONSTRUCTION TRAILER shall mean a mobile home, manufactured home, or similar structure located on a construction site and temporarily used as office space and/or to store material and equipment for the convenience of the construction project.

....

DISTRIBUTION CENTER shall mean a facility where goods are received and/or stored for delivery to the ultimate customer at off-site locations and such goods are not manufactured, produced, or reprocessed on-site. Said facility is characterized by a larger storage capacity and volume of traffic than a typical retail Packaging and Postal Substation.

....

SALES TRAILER shall mean a mobile home, manufactured home, or similar structure located on a development site and temporarily used as a sales or rental office for the units in the development.

....

WAREHOUSE shall mean a building used primarily for the storage of manufactured products, components, supplies, equipment, or materials, excluding bulk storage of materials that are flammable or explosive or that present hazards commonly recognized as offensive.

Section 9. Section 11-4-6, subsections (B), (D), (N)and (O), W.M.C., are hereby AMENDED as follows and the remaining subsections are relettered:

11-4-6: SPECIAL REGULATIONS: (2534 2841 2975 3497 3531) The following additional regulations apply as indicated below.

(B) OCCUPANCY OF DWELLING UNITS. Subject to the provisions of Chapter 12 of Title XI, "Rental Property Maintenance Code," W.M.C., no persons except the following persons shall occupy a dwelling unit:

- (1) Members of a family, together with bona fide domestic employees of such family; or
- (2) Up to four unrelated persons; or
- (3) Two persons and any of either of their children by blood, marriage, adoption, or guardianship, including foster children placed by a state institution or licensed child placement agency; or

- (4) Up to eight residents of a group home for the aged; or
- (5) Up to eight residents, plus staff, of a group home for persons with mental illness; or
- (6) Up to eight residents, plus staff, of a group home for developmentally disabled persons,

provided, further, that, except as otherwise provided by law, no more than one individual who is required to register as a sex offender under the provisions of the Colorado Sex Offender Registration Act shall occupy a dwelling unit.

Additionally, dwelling units, or portions thereof, temporarily used as model homes or sales offices in a development must be restored to residential use and occupancy within thirty days after (i) the initial sale or lease of all units in the development, or (ii) the date that no building permit for the development has been issued in 365 days, whichever occurs first.

(D) MINIMUM SETBACKS.

(1) Developed Area. In all residential areas where lots comprising 50 percent or more of the frontage on one side of a street between intersecting streets have been improved with buildings, the City may require that the average front setback of such buildings shall be the minimum front setback required for all new construction in such block.

(2) Reduction. No part of a setback required for any building for the purpose of complying with the provisions of this Chapter shall be included as a setback for another building; all setback areas shall be open and unobstructed except as otherwise provided herein.

(3) Architectural Features. Cornices, canopies, eaves, awnings, or similar architectural roofline features may extend into a required setback not more than 4 feet.

(4) Decks. Open, unenclosed and uncovered decks or patios may extend into a required setback provided they are constructed at ground level and do not conflict with any utility or other easements.

(5) Fire Escapes. Fire escapes may extend into a required setback not more than 6 feet.

(6) Flag Lots. For the purposes of measuring the setback requirements of Section 11-4-5 of this Chapter, the "pole" portion of the lot shall not be included in the measurements. For example, the front setback for a building will not be measured from the street right-of-way line, but will instead be measured from the principal or accessory building to the lot line nearest and parallel to, but not coincident with, the street right-of-way line.

(N) ACCESSORY BUILDINGS.

(1) Permitted Zone Districts: ~~An a~~Accessory buildings ~~is~~are permitted in all residential zone districts or residential planned unit developments in accordance with the requirements of this Code unless restricted on an approved official development plan. Accessory buildings in non residential zone districts shall require an ODP waiver or ODP amendment meeting the requirements of this Code.

(2) Number permitted: One (1) accessory building will be permitted per building lot. In residential zoning districts, one detached garage that is used to meet the off-street parking requirements of Section 11-7-4, WMC, shall be permitted in addition to one accessory building, provided that said off-street parking requirements are not currently being met by an existing attached garage.

~~(2)~~(3) Architectural character: Accessory buildings must maintain the character of the surrounding neighborhood and architecturally resemble and be constructed of like or similar materials of that used on the exterior of the existing principal building on the property. Pre-fabricated or corrugated metal, plastic, vinyl, canvas or similar material buildings are prohibited.

~~(3)~~(4) Size: For all residential zone districts and residential PUD districts, the total of any detached garage and accessory buildings shall be limited to 5% of the building lot area or 600 square feet, whichever is greater, unless a different size is provided for in the PUD district. In no case shall the accessory building be larger than 2000 square feet. For all non residential PUD zone districts, size will be determined in the ODP or ODP amendment. Maximum height of an accessory building shall be limited to fifteen (15) feet, ~~e~~except in O-1 zone districts where maximum height shall be limited to thirty-five (35) feet.

~~(4)~~(5) Setbacks: This Subsection ~~(N)~~ provides the setbacks for accessory buildings, except that t. The setbacks for accessory buildings in ~~residential~~ PUD zone districts shall be as specified on an approved official development plan. If setbacks are not specified in the ODP, then the setbacks shall follow the requirements of this Subsection. The O-1 district is considered a non-residential zone district for the purpose of this Subsection.

(a) Accessory buildings one hundred twenty (120) square feet or less: the front setback shall be the same as required for the principal building. The side and rear setbacks shall be a minimum of three (3) feet from the property line but may not encroach into any easements. The side or rear setback adjacent to a public road shall be fifteen (15) feet.

(b) Accessory buildings greater than one hundred twenty (120) square feet: the front setback shall be the same as required for the principal building. The side and rear setbacks shall be a minimum of five (5) feet from the property line but may not encroach into any easements. The side or rear setback adjacent to a public road shall be fifteen (15) feet.

(c) Accessory buildings in the ~~O~~1 zone district: the front setback shall be one hundred (100) feet. The side and rear setbacks shall be thirty (30) feet.

(d) Architectural features such as cornices, canopies, eaves, awnings or similar architectural roofline features may not encroach into the required side or rear setback for any accessory building.

(O) TEMPORARY CONSTRUCTION AND SALES TRAILERS:

(1) Temporary construction and sales trailers are permitted in all zoning districts, subject to the following restrictions:

(a) No person shall permit a construction trailer to remain on a site for more than 30 days after completion of construction or cessation of construction.

(b) No person shall permit a sales trailer to remain on a site past the date of the sale or lease of all dwelling units or lots within the boundaries of the development or subdivision.

(c) A construction trailer or sales trailer may be located only on the lot it serves or within the development or subdivision for which construction is occurring.

(d) A construction trailer or sales trailer shall meet the setback requirements for a principal building on a lot for the zoning district in which it is located, adequate parking and landscaping, and safe access to the site that does not impact public streets or surrounding uses.

(e) A sales trailer shall have adequate asphalt or concrete parking spaces provided.

(e) No person shall use, or permit to be used, a construction trailer or sales trailer as any type of dwelling unit.

(2) Upon removal of a construction trailer or sales trailer, the property owner is responsible for cleaning the site and restoring it to an orderly condition, which may include the removal of the asphalt or concrete parking spaces.

...

Section 10. Section 11-5-7, W.M.C., is hereby AMENDED as follows:

11-5-7: FORMAT AND APPROVAL PROCESS FOR PRELIMINARY DEVELOPMENT PLANS (PDP's): (2534 2598 2975)

(A) Application Procedures for PDP'S.

(1) Applicants shall consult with the City prior to submitting an application for approval of a PDP to discuss the project concept and to gather information regarding City policies, codes, standards and procedures.

(2) Following the initial discussion, an applicant may submit a concept plan ~~and shall submit an for review prior to formal~~ application ~~for review~~ in a format specified in the Community Development Department's guidelines for submittal, a copy of which is available in the Planning Division offices~~City's Plan Submittal Document~~.

(3) Following the concept plan review, ~~if any~~, the applicant shall ~~submit a formal application for approval and~~ prepare a detailed submittal for technical review of the proposed plans in the format specified in the Community Development Department's guidelines for submittal, a copy of which is available in the Planning Division offices~~City's Plan Submittal Document~~. Comments shall be prepared and returned to the applicant. Additional submittals may be required at the option of the City. Staff review and feedback concerning a concept plan shall not be construed as a type of approval or pre-approval of any aspect of the submittal.

(4) Following the concept plan review, if any, and prior to commencing any technical review of a proposed PDP, the applicant shall complete the neighborhood notification process described in the Community Development Department's guidelines for neighborhood notification, a copy of which is available in the Planning Division offices. The City Manager or the Manager's designee may waive this requirement for neighborhood notification if the Manager determines, based upon the project's likely and foreseeable impacts on the surrounding neighborhood, that no neighborhood notification is required.

(5) Prior to any ~~technical~~ review of a proposed PDP, the applicant shall provide:

- (a) Written consent of all owners of the property ~~into~~ the proposed PDP; and
- (b) Evidence of ownership and encumbrances satisfactory to the City and such other information as may be reasonably required to evaluate the proposed development;

(65) A non-refundable application fee as specified in the Planning and Engineering Development Review Fee Schedule set forth in Section 11-1-6 shall be paid at the time of application for ~~approval of~~ any proposed PDP. In addition, ~~all~~ recording fees ~~of \$20 per sheet~~ shall also be paid for all plans and plats that have been approved by the City prior to their recording.

(76) The City may initiate and approve an application for a preliminary development plan. In the event, the requirements of this ~~S~~ubsection (A) shall not be applicable. Any City initiated preliminary development plan shall meet or exceed the requirements of Section 11-5-14.

(B) **Approval Process for PDP's.** All original PDP's shall be subject to review and approval by the Planning Commission and City Council in accordance with the procedures set forth in ~~S~~ection 11-5-13 of this Code.

Section 11. Section 11-5-8, W.M.C., is hereby AMENDED as follows:

11-5-8: FORMAT AND APPROVAL PROCESS FOR OFFICIAL DEVELOPMENT PLANS (ODP'S): (2534 2598 3027 3028)

(A) Application Procedures for ODP's.

(1) Applicants shall consult with the City prior to submitting an application for approval of an ODP to discuss the project concept and to gather information regarding City policies, codes, standards and procedures.

(2) Following the initial discussion, an applicant may submit a concept plan and shall submit an for review prior to formal application for review in a format specified in the Community Development Department's guidelines for submittal, a copy of which is available in the Planning Division offices~~City's Plan Submittal Document~~.

(3) Following the concept plan review, if any, the applicant shall ~~submit a formal application for approval and~~ prepare a detailed submittal for technical review of the proposed plans in the format specified in the Community Development Department's guidelines for submittal, a copy of which is available in the Planning Division offices~~City's Plan Submittal Document~~. Comments shall be prepared and returned to the applicant. Additional submittals may be required at the option of the City. Staff review and feedback concerning a concept plan shall not be construed as a type of approval or pre-approval of any aspect of the submittal.

(4) Following the concept plan review, if any, and prior to commencing any technical review of a proposed ODP, the applicant shall complete the neighborhood notification process described in the Community Development Department's guidelines for neighborhood notification, a copy of which is available in the Planning Division offices. The City Manager or the Manager's designee may waive this requirement for neighborhood notification if the Manager determines, based upon the project's likely and foreseeable impacts on the surrounding neighborhood, that no neighborhood notification is required.

(54) Prior to any ~~technical~~ review of a proposed ODP, the applicant shall provide:

- (a) Either the written consent of all owners of the property ~~into~~ the proposed ODP or evidence otherwise satisfactory to the Planning Manager of the applicant's authority to represent the owners of the property;
- (b) Evidence of ownership and encumbrances satisfactory to the City and such other information as may be reasonably required to evaluate the proposed development;
- (c) A non-refundable application fee as specified in the Planning and Engineering Development Review Fee Schedule set forth in Section 11-1-6 shall be paid at the time of application for ~~approval of~~ any proposed ODP. In addition, all recording fees ~~of \$20 per sheet~~ shall also be paid for all plans and plats that have been approved by the City prior to their recording.

(65) City may initiate an application for an ODP without the consent of the property owner or owners for any redevelopment project within an Urban Renewal Area; provided, however, the approval of any such application shall be conditional and not effective until such time as all property covered by the ODP has been acquired by the Westminster Economic Development Authority or its designated redeveloper for the project. In such event, the above application procedures of this ~~S~~ subsection (A) shall not be applicable.

(B) Approval Process for ODP's:

(1) Administrative Approvals. The City Manager may, but shall not be required to, approve any ODP or ODP waiver, without hearing or notice, which:

- (a) Does not introduce a new land use.
- (b) Meets all requirements of the zoning district in which it is located, and the requirements of any PDP for the property.
- (c) Does not involve a parcel or lot more than 10 acres in size, or involves a proposed non-residential development of 20 acres or less in size, exclusive of property intended for or designated for future public ownership or dedication for open space, parks, rights-of-way or other public uses, that is determined by the City Manager to further the City's economic development goals and if such development meets guidelines established by City Council to qualify for economic development assistance.

(2) ODP's Requiring Public Hearings.

(a) The City Manager may, in his sole discretion, elect to refer any ODP to Planning Commission and City Council for their consideration at a public hearing.

(b) Any ODP not administratively approved by the City Manager or not eligible for such administrative approval shall, upon the request of the applicant, be referred to the Planning Commission and City Council for consideration pursuant to the procedures set forth in Section 11-5-13 of this Code.

(3) Final Approval by Planning Commission. The decision of the Planning Commission regarding an original or amended ODP shall be final unless a timely appeal of such decision is filed in accordance with Section 11-5-13(B).

Section 12. Section 11-5-9, W.M.C., is hereby AMENDED as follows:

11-5-9: FORMAT AND APPROVAL PROCESS FOR AMENDMENTS TO PRELIMINARY DEVELOPMENT PLANS (PDP'S): (2534)

(A) Application Procedures for PDP Amendments.

(1) The application procedures, format and fee for a PDP amendment shall be the same as for an original PDP approval as set forth in Section 11-5-7(A).

(2) An amendment to a PDP may be initiated by:

(a) ~~All~~The owner(s) of the property covered by the plan; or

(b) By the City when the City Council determines that:

(i) Approved land uses for the Planned Unit Development are no longer appropriate due to changed conditions in the vicinity, revisions to the City's Comprehensive Plan, any incompatibilities between an existing land use and surrounding zoning or development, or Council finds that the PDP no longer meets the requirements of Section 11-5-14.

(ii) Public facilities are inadequate or do not meet current standards; or

(iii) Natural hazards or other environmental problems exist which threaten the public health, safety or welfare.

(B) Approval Procedures for PDP Amendments:

(1) Administrative Approvals. The City Manager may approve any amendment to a Preliminary Plan which does not:

(a) Add a new land use to the Preliminary Plan; or

(b) Change the land area devoted to any use by more than 10 percent; or

(c) Change the density or intensity of use by more than 10 percent; or

(d) Constitute a significant change in the PDP, in the opinion of the City Manager.

A report of any administratively approved PDP amendment shall be submitted to the Planning Commission and City Council detailing action taken by the City Manager under this procedure.

~~(2C)~~ Amendments to PDP's Requiring Public Hearings. Any amendment to a PDP not administratively approved by the City Manager or not eligible for such administrative approval shall, upon the request of the applicant, be referred to the Planning Commission and City Council for their review and determination~~consideration~~ at a public hearing in accordance with the procedures set forth in Section 11-5-13 of this Code, provided, however, the City Manager shall also have the option to refer any proposed PDP amendment otherwise eligible for administrative approval to the Planning Commission and City Council for their review and determination~~to require or waive public notice and hearing requirements for such amendments~~.

Section 13. Section 11-5-10, W.M.C., is hereby AMENDED as follows:

11-5-10: FORMAT AND APPROVAL PROCESS FOR AMENDMENTS TO OFFICIAL DEVELOPMENT PLANS (ODP'S): (2534)

(A) Application Procedures for ODP Amendments.

~~(1) The application procedures, format and fee for an ODP amendment shall be the same as for an original ODP approval as set forth in section 11-5-8(A).~~

~~(1) Applicants shall consult with the City prior to submitting an application for approval of an ODP amendment to discuss the project concept and to gather information regarding City policies, codes, standards and procedures. Applicants may propose an amendment to an ODP for all or only a portion of the entire land area within the previously approved ODP.~~

~~(2) Following the initial discussion, an applicant may submit a concept plan and shall submit an application for review in a format specified in the Community Development Department's guidelines for submittal, a copy of which is available in the Planning Division offices.~~

~~(3) Following the concept plan review, if any, the applicant shall submit a formal application for approval and prepare a detailed submittal for technical review of the proposed plans in the format specified in the Community Development Department's guidelines for submittal, a copy of which is available in the Planning Division offices. Comments shall be prepared and returned to the applicant. Additional submittals may be required at the option of the City. Staff review and feedback concerning a concept plan shall not be construed as a type of approval or pre-approval of any aspect of the submittal.~~

~~(4) Following the concept plan review, if any, and prior to commencing any technical review of a proposed ODP amendment, the applicant shall complete the neighborhood notification process described in the Community Development Department's guidelines for neighborhood notification, a copy of which is available in the Planning Division offices. The City Manager or the Manager's designee may waive this requirement for neighborhood notification if the Manager determines, based upon the project's likely and foreseeable impacts on the surrounding neighborhood, that no neighborhood notification is required.~~

~~(4)(5) Prior to any review of a proposed ODP amendment, the applicant shall provide:~~

~~(a) Either the written consent of the owner(s) of the property in the area proposed for ODP amendment or evidence otherwise satisfactory to the Planning Manager of the applicant's authority to represent the owner(s) of such property;~~

~~(b) Evidence of ownership and encumbrances satisfactory to the City and such other information as may be reasonably required to evaluate the proposed development;~~

~~(c) A non-refundable application fee, as specified in the Planning and Engineering Development Review Fee Schedule set forth in Section 11-1-6, shall be paid at the time of application for any proposed ODP amendment. In addition, all recording fees shall also be paid for all plans and plats that have been approved by the City prior to their recording.~~

~~(2)(6) City may initiate an application for an ODP amendment without the consent of the property owner or owners for any redevelopment project within an Urban Renewal Area; provided, however, the approval of any such application shall be conditional and not effective until such time as all property covered by the ODP has been acquired by the Westminster Economic Development Authority or its designated redeveloper for the project. In such event, the above application procedures of this Subsection (A) shall not be applicable.~~

~~(27) An amendment to an ODP may be initiated by:~~

~~(a) The owner of the ~~area~~property covered by the ~~proposed amendment~~plan; or~~

~~(b) The City when the City Council determines:~~

~~(i) That approved land uses for the Planned Unit Development are no longer appropriate due to changed conditions in the vicinity, revisions to the City's Comprehensive Plan, any incompatibilities between an existing land use and~~

surrounding zoning or development, or Council finds that the ODP no longer meets the requirements of ~~section~~Section 11-5-15;

- (ii) That public facilities are inadequate or do not meet current standards; or
- (iii) That natural hazards or other environmental problems exist which threaten the public health, safety or welfare.

(38) The City Manager may, in his or her sole discretion, on a case-by-case basis, waive any of the normal submittal requirements for amendments to ODP's within his or her administrative approval authority that the City Manager deems to be minor in substance and scope and reduce the fee for such minor amendments ~~to \$75~~.

(B) Approval Process for ODP Amendments:

(1) Administrative Approvals. The City Manager may, but shall not be required to, approve any amendment to an ODP, without hearing or notice, which ~~does not~~:

- (a) Does not ~~C~~change the land area devoted to any approved use by more than 10 percent, or
- (b) Does not ~~C~~change the density or intensity of any approved use by more than 10 percent, or
- (c) Does not ~~C~~constitute a significant change in the ODP in the opinion of the City Manager, or
- (d) Does not deviate from any development standard, including but not limited to setbacks and building height, by more than 10 percent, or
- (e) Adds a land use that was previously approved on the underlying PDP for the property.

A report of any administratively approved ODP amendment shall be submitted to the Planning Commission and City Council.

(2) Amendments to ODP's Requiring Public Hearings.

(a) Any amendment to an ODP not administratively approved by the City Manager or not eligible for such administrative approval shall, upon request of the applicant, be referred to the Planning Commission for their review and determination~~consideration~~ at a public hearing in accordance with the provisions of Ssection 11-5-13 of this Code, provided, however, the City Manager shall also have the option to refer any proposed ODP amendment otherwise eligible for administrative approval to the Planning Commission for its review and determination~~to require or waive public notice and hearing requirements for such amendments~~.

(b) The decision of the Planning Commission regarding an ODP amendment shall be final unless a timely appeal of such decision is filed in accordance with Ssection 11-5-13(B)(2) of this Code. The decision of the Planning Commission shall be deemed final as of the date its decision is announced.

Section 14. Section 11-11-7, subsection (A), paragraph (6), W.M.C., is hereby AMENDED BY THE ADDITION OF A NEW SUB-PARAGRAPH (j) and subsection (B), paragraph (7), W.M.C. is hereby AMENDED BY THE ADDITION OF A NEW SUB-PARAGRAPH (l) as follows:

11-11-7: PERMANENT SIGNS REQUIRING PERMITS: (2534 2567 2862 2881 2983 3328)

(A) Monument Signs.

...

(6) Restrictions, Clarifications and Exceptions:

...

(j) Automated gasoline pricing signs may use internal scrolling or magnetic mechanisms, but may not contain a light emitting diode (LED) and may not change pricing more often than twice in a twenty-four (24) hour period.

...

(B) Wall Signs.

...

(7) Restrictions, Additions, Clarifications and Exceptions:

...

(l) Automated gasoline pricing signs may use internal scrolling or magnetic mechanisms, but may not contain a light emitting diode (LED) and may not change pricing more often than twice in a twenty-four (24) hour period.

Section 15. The City Clerk is hereby authorized to adjust, remove, or replace numbering and lettering appearing before definitions in the Westminster Municipal Code to achieve consistency in formatting.

Section 16. This ordinance shall take effect upon its passage after second reading. The title and purpose of this ordinance shall be published prior to its consideration on second reading. The full text of this ordinance shall be published within ten (10) days after its enactment after second reading.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 24th day of October, 2011.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 7th day of November, 2011.

ATTEST:

City Clerk

Mayor

APPROVED AS TO LEGAL FORM:

City Attorney's Office



Agenda Memorandum

City Council Meeting
November 7, 2011



SUBJECT: Second Reading of Councillor's Bill No. 36 re Amend the Westminster Municipal Code re Municipal Judge Salary

Prepared By: Matt Lutkus, Deputy City Manager

Recommended City Council Action

Pass Councillor's Bill No. 36 on second reading amending Section 1-7-2 of the Westminster Municipal Code by setting the salary for the Municipal Judge for 2012.

Summary Statement

- City Council previously approved a revised employment agreement with John A. Stipech for services as Presiding Judge. The agreement will go into effect January 1, 2012, contingent upon the approval of this ordinance on second reading.
- The Judge's salary has been frozen since 2009, consistent with Council's decision to freeze the salaries of the City's Administrative Officers in 2010 and 2011 as part of a series of steps to achieve expenditure reductions. Judge Stipech volunteered to temporarily reduce his salary by 5% for 2011.
- In the previously approved agreement, Judge Stipech's 2012 combined salary and deferred compensation will be \$130,237. This agreement allows the Judge to designate a portion of his salary as City-paid deferred compensation to be paid as a lump sum at the beginning of 2012. The new combined salary and deferred compensation for 2012 is 2% higher than the Judge's compensation in 2010. This employment agreement also provides the Judge with a \$5,000 bonus payable in January.
- The 2011 employment agreements for the Judge, City Manager and City Attorney were recently reviewed by Kendra Carberry, an attorney with Hayes, Phillips, Hoffman and Carberry, P.C. Several minor changes were made to the agreement following the review by both Ms. Carberry and City Staff.
- The previously approved agreement with Judge Stipech is similar to the current employment agreement with the exceptions of the effective dates of the contract, the changes in compensation and a number of updates recommended by outside legal counsel and the Deputy City Manager.



SUBJECT: Second Reading of Councillor's Bill re Municipal Judge Salary

Page 2

- The City Charter requires that the Presiding Judge's salary be approved by ordinance.
- The Councillor's Bill was passed on first reading on October 24, 2011.

Expenditure Required: 2012 - \$135,237 plus the cost of fringe benefits as described in the attached employment agreement

Source of Funds: General Fund - Municipal Court Division Budget

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

- Ordinance
- Employment Agreement

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **36**

SERIES OF 2011

INTRODUCED BY COUNCILLORS
Dittman - Major

A BILL

FOR AN ORDINANCE SETTING THE SALARY OF THE MUNICIPAL JUDGE FOR 2012

THE CITY OF WESTMINSTER ORDAINS:

Section 1. Section 1-7-2, W.M.C., is hereby AMENDED as follows:

1-7-2: MUNICIPAL JUDGE: The salary of the Municipal Judge shall be as follows:

~~\$127,683~~\$130,237 per annum, effective January 1, ~~2010~~2012, payable bi-weekly inclusive of any amounts provided as City-paid deferred compensation. Such deferred compensation amount may, at the Municipal Judge's option, be paid as a lump sum at the beginning of the calendar year. A bonus of \$5,000 shall be payable on or before January 20, 2012.

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 24th day of October, 2011.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 7th day of November, 2011.

ATTEST:

Mayor

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney

EMPLOYMENT AGREEMENT

THIS AGREEMENT, effective as of the 1st day of January, 2012, by and between the City of Westminster, State of Colorado, a municipal corporation, hereinafter called "the CITY," and JOHN A. STIPECH, hereinafter called "EMPLOYEE," both of whom understand as follows:

WHEREAS, the CITY desires to continue to employ the services of John A. Stipech as Presiding Municipal Judge of the City of Westminster as provided by City Charter, Chapter XVI, Section 16.2; and

WHEREAS, it is the desire of the City Council of the CITY (the "City Council") to provide certain benefits, establish certain conditions of employment, and to set working conditions of EMPLOYEE; and

WHEREAS, it is the desire of the City Council to (1) secure and retain the services of EMPLOYEE and to provide inducement for him to remain in such employment; (2) make possible full work productivity by assuring EMPLOYEE'S morale and peace of mind with respect to future security; (3) act as a deterrent against malfeasance or dishonesty for personal gain on the part of EMPLOYEE; and (4) provide a just means for terminating EMPLOYEE'S services at such time as he may be unable to fully discharge his duties or when the CITY may desire to otherwise terminate his employ; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

SECTION 1. DUTIES:

A. The CITY hereby agrees to continue the employment of EMPLOYEE as Presiding Municipal Judge of the CITY to perform the duties and functions specified in Section 16.2 of the City Charter, Chapter 22 of Title I of the City Code and such other legally and ethically permissible and proper duties and functions as the City Council shall from time to time assign.

B. EMPLOYEE shall administer the judicial component of the Municipal Court and shall be responsible for providing judicial coverage to insure efficient and expeditious hearing of all matters scheduled for hearing in the Municipal Court.

C. EMPLOYEE and the Court Administrator shall prepare and submit jointly a proposed budget for the Municipal Court, following guidelines established by the City Manager. This budget shall be reviewed by the City Manager's Office and submitted to the City Council for final approval as part of the City Manager's recommended City Budget. Requests for changes in the budget during the fiscal year shall also be submitted through the City Manager's Office.

D. EMPLOYEE shall supervise the judicial staff of the Municipal Court as may be authorized by the City Council. EMPLOYEE shall provide advice and direction to the Court Administrator in connection with the governance of the Court staff.

E. Except as otherwise expressly provided in this Agreement, EMPLOYEE shall be subject to the City of Westminster Personnel Policies and Rules, dated June 30, 2010, as amended ("Personnel Policies and Rules").

SECTION 2. TERM

A. It is the intent of the City Council and EMPLOYEE that EMPLOYEE will serve as Presiding Judge for calendar years 2012 and 2013. During the term of this Agreement, EMPLOYEE agrees to remain in the exclusive employ of the CITY. Further, EMPLOYEE agrees not to become employed by any other employer until this Agreement is terminated. Notwithstanding the foregoing, the term "employed" shall not be construed to include other judicial service, private law practice, teaching, writing, consulting work or other related activities performed on EMPLOYEE'S time off.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the CITY to terminate the services of EMPLOYEE at any time and for any reason, subject only to the provisions set forth in Section 3 of this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of EMPLOYEE to resign at any time from his position with the CITY, subject only to the provisions set forth in Section 3 of this Agreement.

D. This Agreement is for a one-year term, but shall be automatically renewed for 2013 unless terminated no later than October 31, 2012.

SECTION 3. TERMINATION, NOTICE AND SEVERANCE PAYMENT:

A. In the event the City Council decides to terminate EMPLOYEE's employment with the CITY before expiration of the aforementioned term of employment and during such time EMPLOYEE is willing and able to perform the duties of Presiding Municipal Judge, then, and in that event, the CITY agrees to give EMPLOYEE six (6) months' prior written notice or, if no such notice is given, to pay EMPLOYEE a lump sum cash payment equal to his Base Salary for the ensuing six (6) months, plus or minus the pro rata share of deferred compensation to which EMPLOYEE is entitled based on his termination date and the amount of deferred compensation already paid to EMPLOYEE for that year (the "Severance Payment"). In the event the CITY elects to terminate this Agreement without giving EMPLOYEE six (6) months' advance written notice thereof, the EMPLOYEE shall have as his sole and exclusive remedy the Severance Payment as provided in this paragraph and EMPLOYEE shall have no other rights or claims against the CITY and hereby expressly waives and releases the same; provided, however, that in the event the EMPLOYEE is terminated because of his conviction of any illegal act, then, and in that event, the CITY has no obligation to give notice or pay the Severance Payment .

B. In the event the CITY at any time during the employment term reduces the salary or other financial benefits of EMPLOYEE in a greater percentage than an applicable across-the-board reduction for all City employees, or in the event the CITY refuses, following written notice, to comply with any other provisions benefiting EMPLOYEE herein, or the EMPLOYEE resigns following a written suggestion by at least four (4) members of the City Council that he resign, then, and in that event, EMPLOYEE may, at his option, be deemed to be "terminated" at the date of such reduction and be entitled to the Severance Payment as described in subsection A of this Section 3.

C. In the event EMPLOYEE voluntarily resigns his position with the CITY before expiration of the aforesaid term of employment, then EMPLOYEE shall give the CITY no less than sixty (60) days notice in advance in writing, and this agreement shall terminate on the effective date of the resignation.

D. The parties may, by mutual written agreement, shorten the time required for written notification of termination or resignation set forth in this Section 3.

E. In the event this Agreement is not renewed by the City Council, such non-renewal shall be considered a termination as provided for in Section 3.A hereof and shall entitle EMPLOYEE to the Severance Payment described therein.

SECTION 4. SALARY AND EVALUATIONS:

A. Effective January 1, 2012, the CITY agrees to pay EMPLOYEE for his services rendered pursuant hereto an annual gross salary ("Gross Salary") of \$130,237 which consists of a base salary ("Base Salary") and the amount EMPLOYEE elects to take in deferred compensation. EMPLOYEE may elect to receive a portion of his Gross Salary in the form of a lump sum amount of deferred compensation up to the then current maximum allowed by law. The Base Salary shall be payable in installments at the same time as other employees of the CITY are paid.

B. The CITY agrees to review EMPLOYEE'S performance annually, no later than October 31 of each year. Salary evaluation each year shall be at the discretion of the CITY. Such evaluation shall consider the salary of judges of similar municipalities.

C. Pursuant to the City Charter, the Base Salary, bonus and deferred compensation provided in this Section shall be approved by ordinance of the City Council.

D. In recognition of his job performance during 2011, EMPLOYEE shall be given a \$5,000 bonus payable no later than January 20, 2012.

SECTION 5. HOURS OF WORK:

It is recognized that EMPLOYEE must devote a great deal of his time outside normal office hours to business of the CITY, and to that end, EMPLOYEE will be allowed to take compensatory time off as he shall deem appropriate during normal office hours, in compliance with the Personnel Policies and Rules.

SECTION 6. TRANSPORTATION:

EMPLOYEE'S duties require that he have an EMPLOYEE-provided automobile. EMPLOYEE shall be responsible for paying of liability, property, maintenance, repair and regular replacement of said automobile. The CITY shall pay EMPLOYEE a monthly car allowance of \$500 to assist in compensating for these costs.

SECTION 7. DUES AND SUBSCRIPTIONS:

The CITY agrees to budget and to pay the professional dues of EMPLOYEE necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the CITY.

SECTION 8. PROFESSIONAL DEVELOPMENT:

The CITY agrees to budget and to pay registration, travel and subsistence expenses of EMPLOYEE for professional and official travel to meetings and occasions related to the professional development of EMPLOYEE and to official and other functions as a representative of the CITY, including, but not limited to, the American Bar Association, the Colorado Bar Association, the Colorado Municipal Judges Association, and continuing legal education courses and seminars related to topics of

the judiciary. In addition to reasonably funding educational/training programs for EMPLOYEE'S professional staff, sufficient funds shall be budgeted to permit EMPLOYEE to attend at least one national, one statewide, and one local educational/training program each calendar year.

SECTION 9. GENERAL EXPENSES:

The CITY recognizes that certain expenses of a non-personal, job-affiliated nature are incurred by EMPLOYEE, and hereby agrees to reimburse or to pay said non-personal, job-affiliated expenses. Disbursement of such monies shall be made upon receipt of duly executed expense vouchers, receipts, statements, or personal affidavit.

SECTION 10. FRINGE BENEFITS:

The CITY shall provide EMPLOYEE with all benefits that are provided to Department Head level employees by the Personnel Policies and Rules; provided that when such benefits are in conflict with this Agreement, this Agreement shall control. EMPLOYEE'S years of service with the City in an unbenefited capacity will be treated as years of continuous municipal service when the level of EMPLOYEE's benefits is computed.

SECTION 11. OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

A. The City Council shall fix any other terms and conditions of employment as it may from time to time determine, relating to the performance of EMPLOYEE, provided such terms and conditions are not inconsistent with the provisions of this Agreement, the City Charter or any other law.

B. EMPLOYEE is ultimately responsible for providing judicial coverage of all docketed matters in the Westminster Municipal Court.

SECTION 12. GENERAL PROVISIONS:

A. The text herein shall constitute the entire agreement between the parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of EMPLOYEE.

C. This Agreement becomes effective on January 1, 2012, and, if automatically renewed, shall be in effect through December 31, 2013.

D. If any provision, or any portion hereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the portion thereof shall be deemed severable, and the remainder shall not be affected, and shall remain in full force and effect.

E. The parties agree that this Agreement is entered into and shall be governed by the laws of the State of Colorado.

F. Effective January 1, 2012, this Agreement replaces and supersedes prior employment agreements between CITY and EMPLOYEE.

G. Nothing in this Agreement shall be construed as creating a multiple fiscal year obligation on the part of the CITY within the meaning of Colorado Constitution Article X, Section 20.

IN WITNESS WHEREOF, the City of Westminster, Colorado, has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and EMPLOYEE has voluntarily signed and executed this Agreement.

APPROVED by the Westminster City Council on _____, 2011, contingent upon approval of the Councillor's Bill amending the Municipal Judge salary.

ATTEST:

Nancy McNally, Mayor

City Clerk

John A. Stipech

APPROVED AS TO LEGAL FORM:

City Attorney



Agenda Item 3C-1

Agenda Memorandum

City Council Meeting
November 7, 2011



SUBJECT: Second Reading of Councillor's Bill No. 35 re Amend the Westminster Municipal Code re Rental Licensing Exemption for Life Care Institutions

Prepared By: Dave Horras, Chief Building Official

Recommended City Council Action

Pass Councillor's Bill No. 35 on second reading amending Section 11-12-3(A)(18) of the Westminster Municipal Code by modifying the Rental Property Maintenance Code and exempting Life Care Institutions as regulated by the Colorado Department of Regulatory Agencies from the licensing and systematic inspection provisions of the code.

Summary Statement

- The Executive Director of Covenant Village of Colorado, William Lange, wrote a letter to the City of Westminster requesting that City Council amend the Westminster Municipal Code to exclude Covenant Village of Colorado from the inspection and fee requirements of the Rental Property Maintenance Code. A copy of Mr. Lange's letter is attached.
- City Council considered this request at the September 15, 2011, City Council Study Session and requested that staff prepare a modification to the Rental Property Maintenance Code to exclude Life Care Institutions from the provision of the code for City Council consideration based on their unique nature.
- The proposed modification, excluding Life Care Institutions from the provision of the code, will exclude Covenant Village of Colorado from the licensing and systematic provisions of the Rental Property Maintenance Code.
- This Councillor's Bill No. 35 was passed on first reading on a 6-1 vote on October 24, 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. **35**

SERIES OF 2011

INTRODUCED BY COUNCILLORS

Lindsey - Dittman

A BILL

FOR AN ORDINANCE AMENDING SECTION 11-12-3 OF THE WESTMINSTER MUNICIPAL CODE TO EXEMPT QUALIFIED LIFE CARE INSTITUTIONS FROM RENTAL PROPERTY LICENSING REQUIREMENTS

THE CITY OF WESTMINSTER ORDAINS:

Section 1. Section 11-12-3(A)(18), W.M.C., is hereby AMENDED to read as follows:

(18) "Rental property" shall mean any building or buildings, or portion thereof, on one property under common ownership consisting of more than three units that provides shelter for human habitation or residential purposes, any portion of which is leased by the owner for occupation by a tenant. "Rental property" shall not mean hotels, motels, hospitals, State licensed residential care facilities, assisted living facilities, or nursing homes; or a facility qualified as Life Care Institution pursuant to C.R.S. § 12-13-101, et seq., as amended.

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 24th day of October, 2011.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 7th day of November, 2011.

ATTEST:

Mayor

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney's Office



WESTMINSTER

AGENDA

SPECIAL CITY COUNCIL MEETING

MONDAY, NOVEMBER 7, 2011

AT 8:00 P.M.

1. Purpose of Special Council Meeting is to

- A. Swear in the New Councillors**
- B. Select a Mayor Pro Tem**
- C. Swear in the Mayor Pro Tem**

2. Adjournment

