



## CITY COUNCIL AGENDA

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

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

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

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

8. Consent Agenda
  - A. Tandem Axle Tractor Truck Purchase
  - B. Special Permit and License Board Penalty Guidelines
9. Appointments and Resignations
10. Public Hearings and Other New Business
  - A. Resolution No. 9 re Recovery Contract Interest Rate
  - B. Resolution No. 10 re IGA with UDFCD for Kalcevik Gulch Master Drainage Plan
  - C. Addition to the Master Lease Agreement for the Lease/Purchase of Golf Course Carts
  - D. Councillor's Bill No. 9 re Supplemental Appropriation to Increase the 2013 Golf Course Fund
  - E. Golf Course Carts and Utility Vehicles Purchase
11. Old Business and Passage of Ordinances on Second Reading
  - A. TABLED to 2/25/13 – Continued Public Hearing and Action on the Second Amended Preliminary Development Plan and the Eighth Amended Official Development Plan for the Hyland Village Subdivision
12. Miscellaneous Business and Executive Session
  - A. City Council
  - B. Executive Sessions
    1. Review and discuss City facility security measures pursuant to WMC 1-11-3(C)(6) and CRS 24-6-402(4)(d) – (*Executive Session*)
    2. Discussion of strategy and progress on negotiations related to the Westminster Urban Center Redevelopment and the possible sale, acquisition, trade or exchange of property interests, including future leases, and provide instructions to the Authority's negotiators as authorized by CRS 24-6-402 (4)(a) and 24-6-402(4)(e) – (*WEDA Executive Session – Verbal*)

13. Adjournment

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

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



**WESTMINSTER**  
**Strategic Plan**  
**2012-2017**  
**Goals and Objectives**

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**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



**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



**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, JANUARY 28, 2013, AT 7:00 P.M.

PLEDGE OF ALLEGIANCE

Members of Boy Scout Troop 324 presented the colors and led the Mayor, City Council, Staff and audience in the Pledge of Allegiance. At the Mayor's invitation, the Scouts introduced themselves and announced the badge each was working toward.

ROLL CALL

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

CONSIDERATION OF MINUTES

Councillor Major moved, seconded by Councillor Kaiser, to approve the minutes of the regular meeting of January 14, 2013, as presented. The motion carried unanimously.

CITY MANAGER'S REPORT

Mr. McFall reported that the December 2012 Financial Report was the first item on tonight's consent agenda. Although the fiscal year was not closed, the report reflected not only the City's solid financial position, but also the Council's and the Staff's stewardship of taxpayer dollars.

After tonight's meeting, the Westminster Housing Authority Board of Directors would meet.

Mr. McFall reminded members of the audience there were no public hearings on tonight's agenda and if they wished to address City Council on any topic, the proper time would be when the Mayor opened the floor for Citizen Communication.

COUNCIL REPORTS

Mayor Pro Tem Winter reported that the City had two new website features designed to provide citizens an opportunity to communicate with Council and Staff at any time of the day or night. They were: Access Westminster and WestyConnect. Access Westminster was a means for citizens to easily find the answers to commonly asked questions and/or requested information. If answers were not immediately transparent, citizens could complete request forms and submit them to staff members for response. WestyConnect provided an electronic forum for citizens to access the City Council. She urged citizens to use the programs and interact when the need arose.

Councillor Briggs reported that Adams School District 50's Education Foundation was conducting its annual breakfast on February 15. Guest speaker would be Don Bonker, a 1955 graduate of Westminster High School. If anyone wished to attend, Councillor Briggs had seating available at his table.

Mayor McNally announced that the Home and Garden Show had recently made a \$50,000 donation to the City for renovations to the Jessica Ridgeway Memorial Park. The estimated amount needed to complete renovations was \$450,000. Jefferson County Commissioners had donated \$100,000. The City's goal was to dedicate the park in the Spring of 2013, and Mayor McNally urged citizens to donate to this worthwhile cause that would become a living tribute to Jessica, who had lived in the neighborhood, been abducted on her way to school, and been murdered.

### EMPLOYEE SERVICE AWARDS PRESENTED

Members of City Council were pleased to present Length of Service Awards to employees celebrating 20 or more years of service with the City. Councillor Briggs presented pins and certificates of appreciation to Patti Bippus, Steve Grabarek, and Mark Zukas for 20 years of service. Mayor McNally presented a pin, certificate of appreciation, and cash award of \$100 per year to Kate Amack for 25 years of service. Councillor Kaiser presented a pin and certificate of appreciation to Vicky Sisto for 35 years of service. To a standing ovation, Councillor Lindsey presented Commander Charles Johnson with a service pin and certificate of appreciation for 40 years of service.

### CITIZEN COMMUNICATION

Nancy Thompson, 7080 Beacon Way; Tim Kauffman, 11220 Fenton Street; State Representative Cherylin Peniston, 10344 Meade Loop; Richard Mayo, 5130 West 69<sup>th</sup> Place; Patricia Femrite, 3595 West 110<sup>th</sup> Place; Gary Wildung, 6901 Wolff Street; Dave Wilcox, 7172 Wolff Street; A. J. Elserougi, 7260 Winona Court; Vi June, 7500 Wilson Court; Richard Seymour, 9705 Kipling; Lisa Dudley (address not provided); Butch Hicks, 8300 Sheridan Boulevard #2A; Robert Plumley, 10940 Jay Street; Frank Atwood, 7094 South Castillo in Littleton; Jan Kok of Fort Collins; Dino Valente, 7250 Meade; Mike Litzau, 10716 Zuni Drive; Tom Roemersberger, 10421 West 102<sup>nd</sup> Avenue; John Cardie, 5566 West 115<sup>th</sup> Place; and Lisa Thompson, 7080 Beacon Way, voiced opposition to Councillor's Bill No. 6 that would remove the percentage of votes needed to be elected Mayor or suggested an alternate voting method less likely to necessitate a run-off election. Speakers suggested a conflict of interest was created by Councillors voting on the measure when they had announced plans to seek the office of Mayor. They argued it was appropriate for the Mayor to be elected by a clear majority of the electorate rather than by a mere 15 to 20%, and the estimated cost of a run-off election was not only insignificant, but also the price of democracy. Municipal elections were different from county, state and federal elections in that they were nonpartisan without primary elections. If adopted, Councillor's Bill No. 6 would undermine public trust in elected officials. If Council wanted to change requirements for elections after the November 2013 election, it would be more appropriate than having candidates for the office make changes now. Speakers were unanimous in their opposition to the measure, which was perceived to be politically motivated. A. J. Elserougi submitted his resignation from the Election Commission, as he could not longer oversee the election process in good faith. The concept of Approval Voting was suggested as a viable alternative. Mayor McNally entered 29 email messages into the record, of which 27 opposed adoption of Councillor's Bill No. 6 and two touted the merits of Approval Voting. Email messages were from: Jan Kok; Dr. Thomas Knauer; Janine and Greg Kahler; Lisa Thompson; Robert Plumley; Rich Koester; Rich Seymour; Robert J. Schalk; David Carpenter; Steve Caulk; Sherri Wilson; Gary Wildung; Jeanne Turnage; John Mozeliak; Lisa Dudley; Joseph and Aimee Cooper; Eric Mott; Marilyn Lyon; Ralph Lyon; Dan Jones; Ari Armstrong; John Van Royen; Linda Meric; Wesley Bean; Eric Wyns; Jodi Muser; Flynn F. Davis; Walter Blankenship; and Ann Merkel.

Eleanor Scott, 6650 Quitman and a representative of the Westminster Community Awareness Action Team, presented information in opposition to the legalization of marijuana and asked that the Council prohibit the retail sales of marijuana, marijuana products, and grow operations in Westminster. Marijuana remained illegal at the federal level.

### CONSENT AGENDA

The following items were submitted for Council's consideration on the consent agenda: accept the December 2012 Financial Report; accept the Fourth Quarter 2012 Insurance Claims Report; authorize the purchase of rock salt from the two low bid vendors, Independent Salt Company and Envirotech Services, Inc., in an amount not to exceed \$315,000; award the bids for the purchase of Ferric Chloride to PVS Technologies up to \$290,000, Lime to Mississippi Lime Company up to \$92,000, Sodium Hypochlorite and Caustic Soda to DPC Industries up to \$175,000, Permanganate to Harcross Chemical Co. up to \$52,500, Aluminum Chloro-Hydrate (ACH), Sodium Hypochlorite and Ferric Chloride to Thatcher Company up to \$150,000, and Polymer to Polydyne Inc up to \$52,500; authorize the purchase of asphalt and crackseal materials from the low price, MAPO (Multiple Assembly

of Procurement Officials), bidder each quarter during 2013 in an amount not to exceed \$590,613 for asphalt and \$80,000 for crackseal materials; authorize payment of \$89,242.97 to Jefferson County for the City's 2013 assessment for Foothills Animal Shelter construction debt repayment; find that the Western States Contracting Alliance pricing meets City Charter bidding requirements and authorize Staff to proceed with the purchase of a storage area network and data backup/recovery system through Dell in an amount not to exceed \$256,000; authorize the City Manager to execute a negotiated contract with Martin/Martin, Inc. in the amount of \$279,530 to provide design services for infrastructure improvements related to the Westminster Station project; authorize the City Manager to execute a contract with Environmental Systems Research Institute for software licensing in the amount of \$162,000 to be paid in three yearly payments of \$54,000 with fiscal years 2014 and 2015 being subject to annual appropriation; authorize the City Manager to sign the third amended intergovernmental agreement with the Urban Drainage and Flood Control District and Adams County to provide additional funding in the amount of \$1,700,000 for the Little Dry Creek Regional Detention Pond and related channel improvements; final passage on second reading of Councillor's Bill No. 1 amending the Comprehensive Land Use Plan by changing the designation on a portion of the Registry site and a portion of the Northridge at Park Centre 3rd Replat site from Business Park to R-18 and City-Owned Open Space; final passage on second reading of Councillor's Bill No. 2 authorizing the City Manager to sign a lease agreement between the City of Westminster and Two Horse Run, LLC for the lease of the Ranch Barn and Pasture located at 1600 West 120<sup>th</sup> Avenue in the City of Westminster; final passage on second reading of Councillor's Bill No. 4 making housekeeping amendments to specific Chapter Sections in Title XI of the Westminster Municipal Code; and final passage on second reading of Councillor's Bill No. 5 amending Westminster Municipal Code Section 1-10-1(C) to ensure that requirements conform with Section 1-11-4 of the Code and with provisions of the Westminster City Charter for seating a new Councillor should a current Councillor whose term has not expired be elected to the Office of Mayor.

Mr. McCullough reported that Councillor's Bill No. 5 pertained to elections but was not the ordinance to which members of the audience had voiced opposition. Councillor's Bill No. 6 was listed as agenda item 11A on the agenda and would be considered later in the meeting.

It was moved by Councillor Mayor, seconded by Councillor Lindsey, to approve the consent agenda with exception of agenda item 8D. The motion carried with all Council members voting favorably.

#### 2013 WATER TREATMENT CHEMICALS PURCHASE

It was moved by Councillor Major, seconded by Councillor Lindsey, to award the bids for the purchase of Ferric Chloride to PVS Technologies up to \$290,000, Lime to Mississippi Lime Company up to \$92,000, Sodium Hypochlorite and Caustic Soda to DPC Industries up to \$175,000, Permanganate to Harcross Chemical Co. up to \$52,500, Aluminum Chloro-Hydrate (ACH), Sodium Hypochlorite and Ferric Chloride to Thatcher Company up to \$150,000, and Polymer to Polydyne Inc up to \$52,500. The motion carried by a vote of 6:1 with Councillor Kaiser abstaining due to a possible conflict of interest.

#### 2013 APPOINTMENTS TO THE ROCKY FLATS STEWARDSHIP COUNCIL

It was moved by Councillor Briggs, seconded by Councillor Major, to reappoint City Councillor Bob Briggs as the City's representative to the Rocky Flats Stewardship Council, Water Quality Administrator Mary Fabisiak as alternate representative to the RFSC, and Water Quality Specialist Cathy Shugarts as second alternate representative. The motion carried unanimously.

#### RESOLUTION NO. 3 TO REAPPOINT MEMBERS TO BOARDS & COMMISSIONS & FILL VACANCIES

It was moved by Mayor Pro Tem Winter, seconded by Councillor Kaiser, to adopt Resolution No. 3 reappointing members whose terms of office expired on December 31, 2012, to an additional two-year term and appointing alternate members to regular membership, where applicable, on the Board of Building Code Appeals, the Environmental Advisory Board, the Historic Landmark Board, the Human Services Board, the Open Space Advisory Board, the Parks, Recreation and Libraries Advisory Board, the Personnel Board, the Planning Commission, and the Special Permit and License Board. The motion carried unanimously on roll call vote.

RESOLUTION NO. 4 REVISING THE CITY'S INVESTMENT POLICY

Upon a motion by Councillor Atchison, seconded by Councillor Major, the Council voted unanimously on roll call vote to adopt Resolution No. 4 approving the City's revised Investment Policy for the investment of public funds.

RESOLUTION NO. 5 AUTHORIZING GRANT APPLICATION FOR TANGLEWOOD CREEK TRAIL

It was moved by Councillor Briggs and seconded by Councillor Major to adopt Resolution No. 5 authorizing the Department of Parks, Recreation and Libraries to pursue a grant totaling \$434,000 from the Adams County Open Space Grant Program during the 2013 Spring Cycle for the construction of Tanglewood Creek Trail between 123<sup>rd</sup> and 128<sup>th</sup> Avenue along Tanglewood Creek. The motion passed unanimously on roll call vote.

RESOLUTION NO. 6 AUTHORIZING GRANT FOR OPEN SPACE ACQUISITION

It was moved by Councillor Major, seconded by Councillor Lindsey, to adopt Resolution No. 6 authorizing the Department of Community Development to pursue a grant from the Adams County Open Space grant program during the 2013 spring cycle in the amount of \$607,899 for the acquisition of the Big Dry Creek buffer property located at the southeast corner of 112<sup>th</sup> Avenue and Sheridan Boulevard for open space. The motion passed unanimously on roll call vote.

RESOLUTION NO. 7 AWARDING CATEGORY B RESIDENTIAL SERVICE COMMITMENTS

Upon a motion by Councillor Lindsey, seconded by Mayor Pro Tem Winter, the Council voted unanimously on roll call vote to adopt Resolution No. 7 awarding Category B Service Commitments to the Bradburn East (TMUND), Winters (B-1), 128th & Huron (B-1), and The Residences at Park 12 Hundred (B-3) projects.

RESOLUTION NO. 8 AWARDING CATEGORY E SENIOR HOUSING SERVICE COMMITMENTS

Councillor Lindsey moved, seconded by Councillor Major, to adopt Resolution No. 8 awarding Category E Service Commitments to the Anthem Memory Care project. On roll call vote, the motion carried unanimously.

COUNCILLOR'S BILL NO. 7 AMENDING TITLES V, VI, & XI, WMC – LEGALIZATION OF MARIJUANA

It was moved by Councilor Major and seconded by Councilor Lindsey to pass Councillor's Bill No. 7 as an emergency ordinance amending Chapter 10 of Title V; Chapters 3, 12 and 13 of Title VI; and Chapter 1 of Title XI of the Westminster Municipal Code to address the legalization of marijuana. The motion passed unanimously on roll call vote.

COUNCILLOR'S BILL NO. 8 TRANSFERRING FUNDS FOR CITYWIDE RADIO SYSTEM/EQUIPMENT

Councillor Lindsey moved, seconded by Councillor Atchison, to pass Councillor's Bill No. 8 as an emergency ordinance transferring \$1,077,552 from the General Capital Outlay Replacement Fund into the General Capital Improvement Fund. On roll call vote, the motion passed unanimously.

FUND REALLOCATION FOR CITYWIDE RADIO P25 DIGITAL RADIO COMMUNICATIONS

It was moved by Councillor Lindsey, seconded by Councillor Atchison, to authorize Staff to reallocate \$400,000 from the Firefighting Simulator/Burn Building capital project currently appropriated within the General Capital Improvement Fund (GCIF) into the Citywide Radio Replacement within the GCIF. The motion carried unanimously

CITYWIDE RADIO P25 DIGITAL RADIO COMMUNICATIONS AGREEMENTS & CONTRACT

Based on the City Manager's recommendation, Councillor Lindsey moved, seconded by Councillor Atchison, to find the public interest would best be served by authorizing the City Manager to execute: a) a sole source purchase and sale agreement, in substantially the same form as circulated in the agenda packet, with Cassidian Communications for the P25 digital radio communications infrastructure system for a total of \$1,900,380, and Council hereby approved and authorized the same; b) a P25 digital radio communications system maintenance agreement with Cassidian Communications, in substantially the same form as circulated in the agenda packet, that would cost \$175,000 in the first year following the warranty year, increasing annually based on the CPI-U not to exceed 5% annually for up to nine years, contingent upon annual appropriation, and Council hereby approved and authorized the same; c) a sole source purchase and sale agreement, in substantially the same form as circulated in the agenda packet, with Avtec, Inc. for the purchase of P25 Consoles at a total of \$383,595, and Council hereby approved and authorized the same; and d) a sole source contract in a form acceptable to the City Attorney's Office with Frontier Radio Communications for the towers and site development in an amount not to exceed \$80,000, plus a contingency of \$20,000, and Council hereby approved and authorized the same. The motion passed unanimously.

COUNCILLOR'S BILL NO. 6 AMENDING PERCENTAGE OF VOTES CAST FOR ELECTION OF MAYOR

It was moved by Councillor Atchison, seconded by Councillor Briggs, to pass Councillor's Bill No. 6 on second reading, amending Westminster Municipal Code section 1-10-1 subsection (A) by removing the requirement that a candidate secure an excess of 40% of the voter margin to be elected to the Office of the Mayor.

Mayor Pro Tem Winter moved, seconded by Councillor Major, to table Councillor's Bill No. 6 to send to the electorate.

Mr. McCullough opined it would be appropriate for Council to divide the previous motion to table Councillor's Bill No. 6 and then to direct staff to come back with language that could be acted on to place a question or series of questions on the ballot.

Mayor Pro Tem Winter withdrew the motion and moved to table Councillor's Bill No. 6. Councillor Major seconded the motion and it carried by a vote of 5:2 with Councillors Atchison and Briggs voting no.

Brief discussion ensued and it was moved by Councillor Kaiser, seconded by Councillor Lindsey, to remove Councillor's Bill No. 6 from the table. The vote was unanimous.

Council thanked the citizens who had attended the meeting and spoken during Citizen Communication, as well as those who had contacted them by email following passage of Councillor's Bill No. 6 on first reading. Citizens were paying attention to democracy and upholding the value of the Charter.

The roll was called on the original motion to adopt Councillor's Bill No. 6 on second reading, and the ordinance was defeated unanimously.

ADJOURNMENT

There being no further business to come before the City Council, it was moved by Councillor Atchison and seconded by Councillor Kaiser to adjourn. The motion passed and the Mayor adjourned the meeting at 8:38 p.m.

ATTEST:

\_\_\_\_\_  
Mayor

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



**Policy Issue**

Should the City proceed with the 2013 purchase of one tandem axle tractor truck based on the 2012 - 2013 Colorado Department of Transportation (CDOT) bid award for the Utilities Division?

**Alternatives**

1. Do not replace the current tandem axle tractor truck in the Utilities Division, a 2000 Freightliner FLD 120. This is not recommended because the vehicle being replaced has a maintenance history that makes it impractical to keep it in regular service.
2. Reject the CDOT awarded bid to replace the Utilities Division tandem truck. This alternative is not recommended because the CDOT bid reflects the purchasing power of many political subdivisions in Colorado. Additionally, the City would have to solicit bids, delaying delivery with limited opportunity of getting a lower price.

**Background Information**

The CDOT bid award to Transwest Trucks represents the lowest price for a tandem axle tractor truck as specified. The CDOT bid award is a match for the tandem axle tractor truck currently used by the City of Westminster. As part of the Utilities Division’s 2013 operating budget, City Council approved the replacement of unit #9203, a Freightliner FLD 120, used for pulling tank trailers between Big Dry Creek Waste Water Facility and the Bio-Solids Farm in Strasburg. Operating safe and reliable trucks year-round on this route is very important as they travel through four counties on state and federal highways. The new truck will be outfitted with auto-chains making winter travel on I-70 safe and efficient during icy road travel. The current truck 9203 has served the City well, but replacing these large trucks before major repairs are necessary makes good business sense. Specific information on the tandem axle tractor truck being replaced and purchasing information can be found in the following chart:

Unit Number	Purchase Year	Replacement Make/Model	Miles / Hours	Life-to-Date Vehicle Maintenance Cost	New Vehicle Make/Model	Price	Company
9203	2000	Freightliner FLD 120 Tractor	422,993 Miles / 6643 Hours	\$105,399	Freightliner Coronado Tractor	\$125,766	Transwest Trucks

The purchase of the tandem axle tractor truck supports City Council’s Strategic Plan goals of a Financially Sustainable City Government Providing Exceptional Services and a Safe and Secure Community by ensuring emergency and non-emergency fleet vehicles are dependable, maintained cost effectively, and purchased at the lowest price available.

Respectfully submitted,

Stephen P. Smithers  
Acting City Manager



**Agenda Memorandum**

City Council Meeting  
February 11, 2013



**SUBJECT:** Special Permit and License Board Penalty Guidelines

**Prepared By:** Hilary Graham, Assistant City Attorney

**Recommended City Council Action**

Approve the attached penalty guidelines adopted by the Special Permit and License Board on January 16, 2013.

**Summary Statement**

- On January 16, 2013, the Special Permit and License Board (SPLB) adopted a revised set of penalty guidelines for the imposition of penalties for violations of the Colorado and City of Westminster beer and liquor codes.
- The revision emphasizes the importance of server training by adding proof of completed training as an acceptable penalty to be imposed for first or subsequent offenses.
- No other changes were made to the guidelines.

**Expenditure Required:** \$ 0

**Source of Funds:** N/A

**Policy Issue**

Should Council concur with the action taken by the SPLB on January 16, 2013, at which time the Board adopted the attached guidelines?

**Alternative**

Council could choose not to concur and could direct the SPLB to consider alternative penalty guidelines.

**Background Information**

In August of 2007, City Council approved the current version of the SPLB penalty guidelines. Since that time, and as the Board has evolved through changing membership, a new interest and emphasis has emerged regarding the importance of server and seller training. While the bulk of the penalty guidelines are working well and resulting in what the Board feels are appropriate penalties, the Board would like Council's formal approval of its recent practice of requiring licensees who receive violations whose servers or sellers are not formally trained and currently certified through a state-approved responsible vendor program to successfully complete such a training program within a set period of time, usually sixty or ninety days. An informal survey of vendor training programs shows that the cost for a licensee to comply with a training requirement is approximately \$20 - \$40 per person being trained, and many certifications are valid for several years.

The proposed guidelines were reviewed and discussed at the last SPLB on January 16, 2013. The SPLB adopted the proposed guidelines unanimously with the understanding that they would be reviewed by City Council, as well. Attached is a track-changes copy of the guidelines as adopted by the Board on January 16, 2013.

This revision to the penalty guidelines furthers the Strategic Plan goals of a Strong, Balanced Local Economy and a Safe and Secure Community by helping liquor licensed establishments to succeed in operating lawful establishments.

Respectfully submitted,

Stephen P. Smithers  
Acting City Manager

Attachment - SPLB Penalty/Stipulation Guidelines

**CITY OF WESTMINSTER  
SPECIAL PERMIT AND LICENSE BOARD  
PENALTY/STIPULATION GUIDELINES  
FOR VIOLATIONS OF THE BEER AND LIQUOR CODES**

The following guidelines are intended to be used by the Westminster Police Department and the City Attorney's Office when bringing potential violations to the Board for disciplinary action and for reference in stipulations entered into with a Licensee for a specific penalty for a violation of the Beer or Liquor Codes.

**These are guidelines only.** The Board retains its full discretion to impose other discipline, including informal reprimands, after considering the circumstances of individual cases. The Police Department and the City Attorney's Office retain full discretion to evaluate a case and shall consider mitigating and aggravating circumstances when recommending sanctions and/or deciding whether to bring it to the Board. For first and subsequent violations of any type, it is appropriate to require Licensees to provide current certification or training by a state-approved responsible vendor program for all servers or sellers.

These guidelines do not create any rights to a specific course of action or a specific penalty for any Licensee alleged to have violated the Beer or Liquor Codes.

**TYPES OF VIOLATIONS:**

**A. SALES TO MINORS OR VISIBLY INTOXICATED PERSONS:**

1. **Mitigation/Aggravation to be considered regarding severity of the penalty imposed may include:**
  - Action taken by the licensee to prevent violation, i.e., qualified training of servers pursuant to section 12-47-1001 C.R.S.
  - Licensee's past history of success or failure with compliance checks during the past five years.
  - Corrective action taken by the licensee.
  - Prior violations during the past five years/prior corrective action and its effectiveness.
  - Willfulness or deliberateness of the violation.
  - Likelihood of recurrence of the violation.
  - Factors which might make the situation unique, such as prior notification of checks for compliance or the dress or appearance of the underage purchaser.
  - Licensee or manager is the violator or has directed an employee or other individual to violate the law.
2. **First Offense:** Written warning to fifteen day suspension. Accepting a fine in lieu of up to fourteen days of actual suspension is at the

discretion of the licensing authority, as is holding a portion of the suspension time in abeyance for a period of time.

3. **Second Offense (within five years):** Five to thirty day suspension. If no fine was paid or suspension served at the time of the first offense, it would be within the discretion of the licensing authority to accept a fine in lieu of actual days of suspension and/or to hold a portion of the suspension time in abeyance for a period of time.
4. **Third Offense (within five years):** Twenty to forty-five day suspension.
5. **Fourth Offense (within five years):** Forty-five day suspension to revocation.

**B. FAILURE TO REPORT DISTURBANCE OR UNDERAGE EMPLOYEE SELLING OR SERVING:**

1. **First Offense:** Three to fourteen day suspension. Any days not served under the suspension shall be held in abeyance for a period of two years. Any closure shall be served on a Friday or Saturday except in cases of an establishment licensed to serve 3.2% beer at retail, at least one day shall be served on a Sunday.
2. **Second Offense:** Seven to fifteen day suspension. Minimum of 2 days closure shall be served under any suspension. Any closure must include a Friday or Saturday, except that in the case of an establishment licensed to sell 3.2% beer at retail, any closure of service must include a Sunday. Any days not served shall be held in abeyance for a period of two years. The period of time between the first offense and any succeeding offense may be considered in determining the penalty. A second or succeeding offense need not be the same type of violation as the first offense.
3. **Third Offense:** Case-by-case basis. May include but not be limited to revocation.

**C. ALL OTHER VIOLATIONS:**

As types and natures of violations can vary greatly, it is difficult to determine specific penalty guidelines except on a case-by-case basis. An analysis of each violation not outlined above will be prepared jointly by the Police Department and the City Attorney's Office. After review and consideration of items, which may include but not be limited to previous violations, severity and type of violation, and circumstances in aggravation or mitigation of the violation, a proposed penalty or stipulation may be presented to the Special Permit and License Board.



**Agenda Memorandum**

City Council Meeting  
February 11, 2013



**SUBJECT:** Resolution No. 9 re Recovery Contract Interest Rate

**Prepared By:** Michelle M. Nocera, Secretary

**Recommended City Council Action**

Adopt Resolution No. 9 establishing the 2013 calendar year interest rate for non-City funded public improvement recovery contracts at 5.25 percent and an interest rate of 4.5 percent for City-funded public improvements.

**Summary Statement**

- In accordance with Section 7(F) of Title XI, Chapter 6, of the Municipal Code, Staff requests that City Council establish interest rates on recovery agreements for 2013. For the past several years, it has been City practice to add two percent to the Prime Rate for non-City funded recovery contracts. The Prime Rate on January 1, 2013, was 3.25 percent. It is proposed that the recovery interest rate for 2013 on non-City funded public improvements be the Prime Rate plus two percent, or 5.25 percent.
- Staff is proposing that the recovery interest rate on City-funded projects for 2013 be set at 4.5 percent in accordance with the average Bond Buyer 20 Index for 2012, which is consistent with the methodology used to set the rate for the past several years.

**Expenditure Required:** \$0

**Source of Funds:** N/A

**Policy Issue**

Does City Council concur with the proposed methods of assessing interest on recoveries associated with new private developments and City-funded projects?

**Alternative**

Council could establish different interest rates for recovery agreements than the proposed rates. This is not recommended as the proposed rates are tied to the established indexes that provide good credibility for the recovery interest paid to developers or the City.

**Background Information**

Several years ago, City Council established a recovery system that enables developers to recover a portion of certain costs associated with public improvements installed with their developments that also benefit adjacent, undeveloped properties. Recovery contracts are executed between the City and the developer. When subsequent development occurs in those areas benefited by the improvements and installed by the original developer, the new development is assessed its proportionate share plus interest, which is then returned to the original developer. The recovery system has also allowed the City to be reimbursed for public improvements installed by the City when subsequent private development occurred abutting the improvements.

Prior to 1993, the interest rate used in calculations for recoveries owed on City-funded public improvements was equal to that used on privately funded improvements (i.e., prime rate plus two percent). However, the actual cost of money used to fund City Capital Improvement Projects is usually less than that charged to private developers. Since the philosophy behind the City's recovery system is one of cost reimbursement, not profit making, in the past City Council has felt that it is more equitable to select an interest rate for City-funded projects that more closely approximates the actual cost of money to the City. From 1993 through 2004, Council approved the use of the Municipal Bond Index as the recovery interest rate for City projects. Because this Index is set weekly and can fluctuate greatly throughout the year, Staff proposed a different approach several years ago. In 2005, Council selected the average Bond Buyer 20 Index for the preceding year as a more representative benchmark of the City's true cost of borrowing money. Staff recommends that this method of calculating the interest rate for recoveries associated with City-funded projects be used again this year.

This authorization meets Council's Strategic Plan goals of a Financially Sustainable City Government with revenues to support defined City services and service levels as a mature city.

Respectfully submitted,

Stephen P. Smithers  
Acting City Manager

Attachment - Resolution

RESOLUTION

RESOLUTION NO. **9**

INTRODUCED BY COUNCILLORS

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SERIES OF 2013

**A RESOLUTION  
ESTABLISHING THE 2013 RECOVERY CONTRACT INTEREST RATE**

WHEREAS, Section 11-6-7 (F) 1 of the Westminster Municipal Code provides that City Council shall, from time to time, establish the interest rates to be utilized for the assessment of interest costs relating to recovery costs for public improvements; and

WHEREAS, such interest rates have traditionally been calculated at the beginning of each calendar year.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WESTMINSTER that the 2013 calendar year interest rate for any non-City funded public improvement recovery contract shall be 5.25 percent and the 2013 calendar year interest rate for City-funded public improvements shall be 4.5 percent.

PASSED AND ADOPTED this 11<sup>th</sup> day of February, 2013

ATTEST:

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

\_\_\_\_\_  
Mayor

APPROVED AS TO LEGAL FORM:

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



**Agenda Memorandum**

City Council Meeting  
February 11, 2013



**SUBJECT:** Resolution No. 10 re Intergovernmental Agreement with Urban Drainage and Flood Control District for Kalcevik Gulch Master Drainage Plan

**Prepared By:** Andrew Hawthorn, PE, Senior Civil Engineer

**Recommended City Council Action**

Adopt Resolution No. 10 authorizing the City Manager to execute an intergovernmental agreement with the Urban Drainage and Flood Control District pertaining to the Kalcevik Gulch Basin Master Drainage Plan.

**Summary Statement**

- The northern extent of the Kalcevik Gulch drainage basin is roughly bounded by 84<sup>th</sup> Avenue, Federal Boulevard and Zuni Street. It extends south to Clear Creek with about one quarter of the basin in Westminster and three quarters in unincorporated Adams County. City of Westminster subdivisions located within the basin include St. Anthony's North Hospital, Panorama Point, Cobblestone, Greenbrier, Shadowridge and Skyline Vista.
- The Urban Drainage and Flood Control District (UDFCD) recently requested financial participation from the City and the County to help fund the preparation of an updated Master Drainage Plan for this drainage basin. The most recent study of this area was completed in 1984. Much development has occurred within the basin area since that time.
- The current cost estimate for the preparation of the updated plan is \$160,000. The UDFCD has requested financial participation in the amount of \$25,000 from the City. The balance will be paid by Adams County and the District.
- This intergovernmental agreement (IGA) is necessary to encumber funds the UDFCD has budgeted in 2013 for this project. These funds will remain in an interest bearing account managed by the District.
- The City's \$25,000 share of the funding for this project is available in the Miscellaneous Stormwater Project of the City's Storm Water Utility Fund.

**Expenditure Required:** \$25,000 (City's share)

**Source of Funds:** Miscellaneous Stormwater Project of the Storm Water Utility Fund

**Policy Issue**

Should the City enter into an Intergovernmental Agreement with the Urban Drainage and Flood Control District for the preparation of an updated Master Drainage Plan for the Kalcevik Gulch drainage basin?

**Alternative**

Council could elect not to execute this intergovernmental agreement. Staff recommends approval for the following reasons:

1. Matching funds from the UDFCD and Adams County will help to complete this project in a timely and cost effective manner.
2. A preliminary design will be achieved to expedite the future preparation of construction drawings to mitigate a potential flooding issue in the Shadowridge Subdivision, thus reducing these future design costs for the City.

**Background Information**

The most current Master Drainage Plan for the Kalcevik Gulch drainage basin was completed in April 1984. Since then, much development has occurred in the basin area that includes St. Anthony North Hospital, Panorama Point, Greenbrier, Cobblestone, Shadowridge and Skyline Vista subdivisions. The Master Drainage Plan will include an updated map, an updated hydraulic analysis for 100-year storm flood flows, a discussion of potential drainage problems and an evaluation of alternative solutions. A known drainage issue this project will address is occasional flooding in the Shadowridge Subdivision where storm sewer manholes had to be welded shut to protect public and private properties from an overflowing storm pipe system.

The engineer's cost estimate for the preparation of the Master Plan is \$160,000. Urban Drainage will contribute \$80,000 (50%), Adams County will contribute \$55,000 (34%) and the UDFCD has requested that the City contribute \$25,000 (16%). The funds requested by UDFCD to complete this project would be paid from the City's Storm Water Utility Fund.

This project supports the Council's Strategic Plan Goals of creating a Safe and Secure Community by protecting people, homes and buildings from flooding through an effective stormwater management program and supporting Vibrant Neighborhoods by maintaining and improving neighborhood infrastructure.

Respectfully submitted,

Stephen P. Smithers  
Acting City Manager

**Attachments**

- Resolution
- Intergovernmental Agreement

RESOLUTION

RESOLUTION NO. **10**

INTRODUCED BY COUNCILLORS

SERIES OF 2013

**A RESOLUTION**

**AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WESTMINSTER AND URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (UDFCD) DEFINING FINANCIAL OBLIGATIONS RELATING TO KALCEVIK GULCH DRAINAGE BASIN MASTER DRAINAGE PLAN**

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

WHEREAS, the Intergovernmental Agreement attached to this Resolution identifies funding obligations of the City of Westminster and Urban Drainage and Flood Control District for the preparation of a Master Drainage Plan for the Kalcevik Gulch drainage basin.

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

1. The Intergovernmental Agreement between the City of Westminster and Urban Drainage and Flood Control District for the preparation of a Master Drainage Plan for the Kalcevik Gulch drainage basin Project is hereby approved.
2. The City Manager is hereby authorized to execute and the City Clerk to attest the Intergovernmental Agreement in substantially the same form as attached.

PASSED AND ADOPTED this 11<sup>th</sup> day of February, 2013.

\_\_\_\_\_  
Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

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

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

AGREEMENT REGARDING FUNDING OF  
MAJOR DRAINAGEWAY PLANNING UPDATE  
FOR KALCEVIK GULCH AND DFA 4301

Agreement No. 12-11.08

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT"), ADAMS COUNTY (hereinafter called "ADAMS"), and CITY OF WESTMINSTER (hereinafter called "WESTMINSTER"); (hereinafter ADAMS and WESTMINSTER shall be collectively known as "LOCAL SPONSORS" and DISTRICT and LOCAL SPONSORS shall be collectively known as "PARTIES");

WITNESSETH THAT:

WHEREAS, DISTRICT in a policy statement previously adopted (Resolution No. 14, Series of 1970), expressed an intent to assist public bodies which have heretofore enacted floodplain zoning measures; and

WHEREAS, DISTRICT has previously established a Work Program for 2013 (Resolution No. 57, Series of 2012) which includes master planning; and

WHEREAS, PARTIES now desire to proceed with development of a drainageway master plan for Kalcevik Gulch and Direct Flow Area 4301 (hereinafter called "PROJECT"); and

WHEREAS, PARTIES desire to acquire mapping needed to conduct the engineering studies for PROJECT; and

WHEREAS, PARTIES desire to engage an engineer to render certain technical and professional advice and to compile information, evaluate, study, and recommend design solutions to such drainage problems for PROJECT which are in the best interest of PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. SCOPE OF AGREEMENT

This Agreement defines the responsibilities and financial commitments of PARTIES with respect to PROJECT.

2. PROJECT AREA

DISTRICT shall engage an engineer and obtain mapping as needed to perform or supply necessary services in connection with and respecting the planning of PROJECT of the area and watershed shown on the attached Exhibit A dated November 2012, (hereinafter called "AREA").

3. SCOPE OF PROJECT

The purpose of PROJECT is to develop a drainageway master plan, including hydrologic information and the locations, alignments, and sizing of storm sewers, channels, detention/retention basins, and other facilities and appurtenances needed to provide efficient stormwater drainage within AREA. The proposed work shall include, but not be limited to, mapping; compilation of

existing data; necessary field work; and development and consistent evaluation of all reasonable alternatives so that the most feasible drainage and flood control master plan can be determined and justified for AREA. Consideration shall be given to costs, existing and proposed land use, existing and proposed drainage systems, known drainage or flooding problems, known or anticipated erosion problems, stormwater quality, right-of-way needs, existing wetlands and riparian zones, open space and wildlife habitat benefits, and legal requirements. Conceptual alternate plans shall be developed such that comparison with other alternates can be made.

Drainage system planning shall be done in two phases by the engineer engaged by DISTRICT, culminating in a drainage master plan report. During the first phase, the selected engineer shall perform all studies and data gathering needed to prepare an alternatives analysis report containing a brief PROJECT description, study history, schematics of alternatives developed, their costs, and a discussion of the pros and cons of each alternative. A single alternative will be selected by PARTIES after the review and evaluation of the alternatives analysis report. During the second phase, the engineer shall be directed to prepare a preliminary design for the selected alternative, which shall be included in the final drainage master plan report.

4. PUBLIC NECESSITY

PARTIES agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people of the State, and is of particular benefit to the inhabitants of PARTIES and to their property therein.

5. PROJECT COSTS

PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of, and be limited to, mapping, master planning, and related services and contingencies mutually agreeable to PARTIES. Project costs are estimated not to exceed \$160,000.

6. FINANCIAL COMMITMENTS OF PARTIES

PARTIES shall each contribute the following percentages and maximum amounts for PROJECT costs as defined in Paragraphs 5:

	Percentage <u>Share</u>	Maximum <u>Contribution</u>
DISTRICT	50.00%	\$80,000
ADAMS	34.38%	\$55,000
<u>WESTMINSTER</u>	<u>15.62%</u>	<u>\$25,000</u>
Total	100.00%	\$160,000

7. MANAGEMENT OF FINANCES

Payment by DISTRICT of \$80,000, by ADAMS of \$55,000 and by WESTMINSTER of \$25,000 shall be made to DISTRICT subsequent to execution of this Agreement and within thirty (30) calendar days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a

periodic notification to LOCAL SPONSORS of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT and will not require an amendment to this Agreement.

In the event that it becomes necessary and advisable to change the scope of work to be performed, the need for such changes shall first be discussed with PARTIES, and their general concurrence received before issuance of any amendments or addenda. No changes shall be approved that increase the costs beyond the funds available in the PROJECT fund unless and until the additional funds needed are committed by PARTIES by an amendment to this Agreement.

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or dispersed, each party shall receive a share of such monies, which shares shall be computed as were the original shares.

8. PROJECT MAPPING

Upon execution of this Agreement DISTRICT will solicit priced proposals for mapping services and engage the mapping firm submitting the lowest priced proposal that is also judged by DISTRICT to be responsible and qualified to perform the work. DISTRICT reserves the right to reject any proposal and to waive any formal requirements during the evaluation of the proposals. DISTRICT will administer the contract with the mapping firm. The mapping services contracted by DISTRICT will provide for topographic mapping at a 2-foot contour interval and a scale of 1-inch = 100-feet.

9. MASTER PLANNING

Upon execution of this Agreement, PARTIES shall select an engineer mutually agreeable to PARTIES. DISTRICT, with the approval of LOCAL SPONSORS, shall contract with the selected engineer, shall administer the contract, and shall supervise and coordinate the planning for the development of alternatives and of preliminary design.

10. PUBLISHED REPORTS AND PROJECT DATA

DISTRICT will provide to each of LOCAL SPONSORS one copy of the baseline hydrology report, one copy of the alternatives analysis report and one copy of the final conceptual design report.

Upon completion of PROJECT, electronic files of all mapping, drawings, and hydrologic and hydraulic calculations developed by the engineer contracted for PROJECT shall be provided to any LOCAL SPONSORS requesting such data.

11. TERM OF THE AGREEMENT

The term of this Agreement shall commence upon final execution by all PARTIES and shall terminate two years after the final master planning report is delivered to DISTRICT and the final accounting of funds on deposit at DISTRICT is provided to all PARTIES pursuant to Paragraph 7 herein.

12. LIABILITY

Each party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own acts or omissions and may insure against such possibilities as appropriate.

13. RESPONSIBILITIES OF LOCAL SPONSORS

Each LOCAL SPONSOR agrees to designate and assign a PROJECT representative to act on its behalf in all matters related to PROJECT. Said representative shall coordinate all PROJECT-related issues between PARTIES, shall attend all progress meetings, and shall be responsible for providing all available PROJECT-related file information to the engineer upon request by DISTRICT. Said representative shall have the authority for all approvals, authorizations, notices, or concurrences required under this Agreement with the exception of the authority to execute this Agreement or any amendments or addenda to this Agreement, unless specifically authorized to do so by the LOCAL SPONSOR being represented.

LOCAL SPONSORS agree to review all draft reports and to provide comments within 21 calendar days after the draft reports have been provided by DISTRICT to LOCAL SPONSORS. LOCAL SPONSORS also agree to evaluate the alternatives presented in the alternatives analysis report, to select an alternative, and to notify DISTRICT of their decision(s) within 60 calendar days after the alternatives analysis report is provided to LOCAL SPONSORS by DISTRICT.

14. RESPONSIBILITIES OF DISTRICT

Notwithstanding any of the provisions of the Agreement, the Executive Director of DISTRICT, after coordination with LOCAL SPONSORS, shall be the only individual authorized to direct or redirect the effort funded under this Agreement. DISTRICT may appoint a Project Director who shall represent the Executive Director in matters related to PROJECT. DISTRICT shall be responsible for coordinating with LOCAL SPONSORS the information developed by the various consultants hired by DISTRICT and for obtaining all concurrences from LOCAL SPONSORS needed to complete PROJECT in a timely manner.

15. AMENDMENTS

This Agreement contains all of the terms agreed upon by and among PARTIES. Any amendments to this Agreement shall be in writing and executed by PARTIES hereto to be valid and binding.

16. SEVERABILITY

If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

17. APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any and all legal actions arising under the Agreement shall lie in the District Court in and for the County of Denver, State of Colorado.

18. ASSIGNABILITY

No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the nonassigning party or parties to this Agreement.

19. BINDING EFFECT

The provisions of this Agreement shall bind and shall inure to the benefit of PARTIES hereto and to their respective successors and permitted assigns.

20. ENFORCEABILITY

PARTIES hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

21. TERMINATION OF AGREEMENT

This Agreement may be terminated upon thirty (30) days written notice by any party to this Agreement, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding contracts, this Agreement may only be terminated upon the cancellation of all contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be shared between PARTIES in the same ratio(s) as were their contributions and subject to the maximum amount of each party's contribution as set forth herein.

22. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, PARTIES agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified on the basis of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability and further agrees to insert the foregoing provision in all subcontracts hereunder.

23. APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of LOCAL SPONSORS and/or DISTRICT stated in this Agreement is subject to the requirement of a prior appropriation of funds therefore by the appropriate governing body of each LOCAL SPONSOR and/or DISTRICT.

24. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to PARTIES, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of PARTIES that any person or party other than any one of LOCAL SPONSORS or DISTRICT receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

25. ILLEGAL ALIENS

PARTIES agree that any public contract for services executed as a result of this intergovernmental agreement shall prohibit the employment of illegal aliens in compliance with §8-17.5-101 C.R.S. et

seq. The following language shall be included in any contract for public services: "The Consultant or Contractor shall not and by signing this Agreement certifies that it does not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant or Contractor shall not enter into a subcontract with a subcontractor that fails to certify to the Consultant or Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services. Consultant or Contractor affirms that they have verified through participation in the Colorado Employment Verification program established pursuant to 8-17.5-102 (5)(c) C.R.S. or the Electronic Employment Verification Program administered jointly by the United States Department of Homeland Security and the Social Security Administration that Consultant or Contractor does not employ illegal aliens. Consultant or Contractor is prohibited from using these procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

In the event that the Consultant or Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Consultant or Contractor shall be required to:

- A. Notify the subcontractor and PARTIES within three days that the Consultant or Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- B. Terminate the subcontract with the subcontractor if within three days of receiving the notice required the Subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant or Contractor shall not terminate the contract with the Subcontractor if during such three days the Subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Consultant or Contractor is required under this Agreement to comply with any reasonable request by the Colorado Department of Labor and Employment (DEPARTMENT) made in the course of an investigation DEPARTMENT is undertaking pursuant to its legal authority.

Violation of this section of this Agreement shall constitute a breach of this Agreement and may result in termination by PARTIES. Consultant or Contractor shall be liable to PARTIES for actual and consequential damages to PARTIES resulting from such breach pursuant to §8-17.5-101(3) C.R.S. PARTIES shall also report any such breach to the Office of the Secretary of State.

Consultant or Contractor acknowledges that DEPARTMENT may investigate whether Consultant or Contractor is complying with the provision of the Agreement. This may include on-site inspections and the review of documentation that proves the citizenship of any person performing work under this Agreement and any other reasonable steps necessary to determine compliance with the provisions of this section."

26. EXECUTION IN COUNTERPARTS

This Agreement shall be executed by PARTIES in counterparts and only upon execution of the responsible counterparts by everyone listed herein shall this Agreement be treated as executed by PARTIES.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatures as of the date and year above written.

URBAN DRAINAGE AND  
FLOOD CONTROL DISTRICT

(SEAL)

By \_\_\_\_\_

ATTEST:

Title Executive Director

\_\_\_\_\_

Date \_\_\_\_\_

ADAMS COUNTY

(SEAL)

By \_\_\_\_\_

ATTEST:

Title \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

APPROVED:

\_\_\_\_\_

CITY OF WESTMINSTER

(SEAL)

By \_\_\_\_\_

ATTEST:

Title \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

APPROVED:

\_\_\_\_\_

Approved as to form:

\_\_\_\_\_

City Attorney

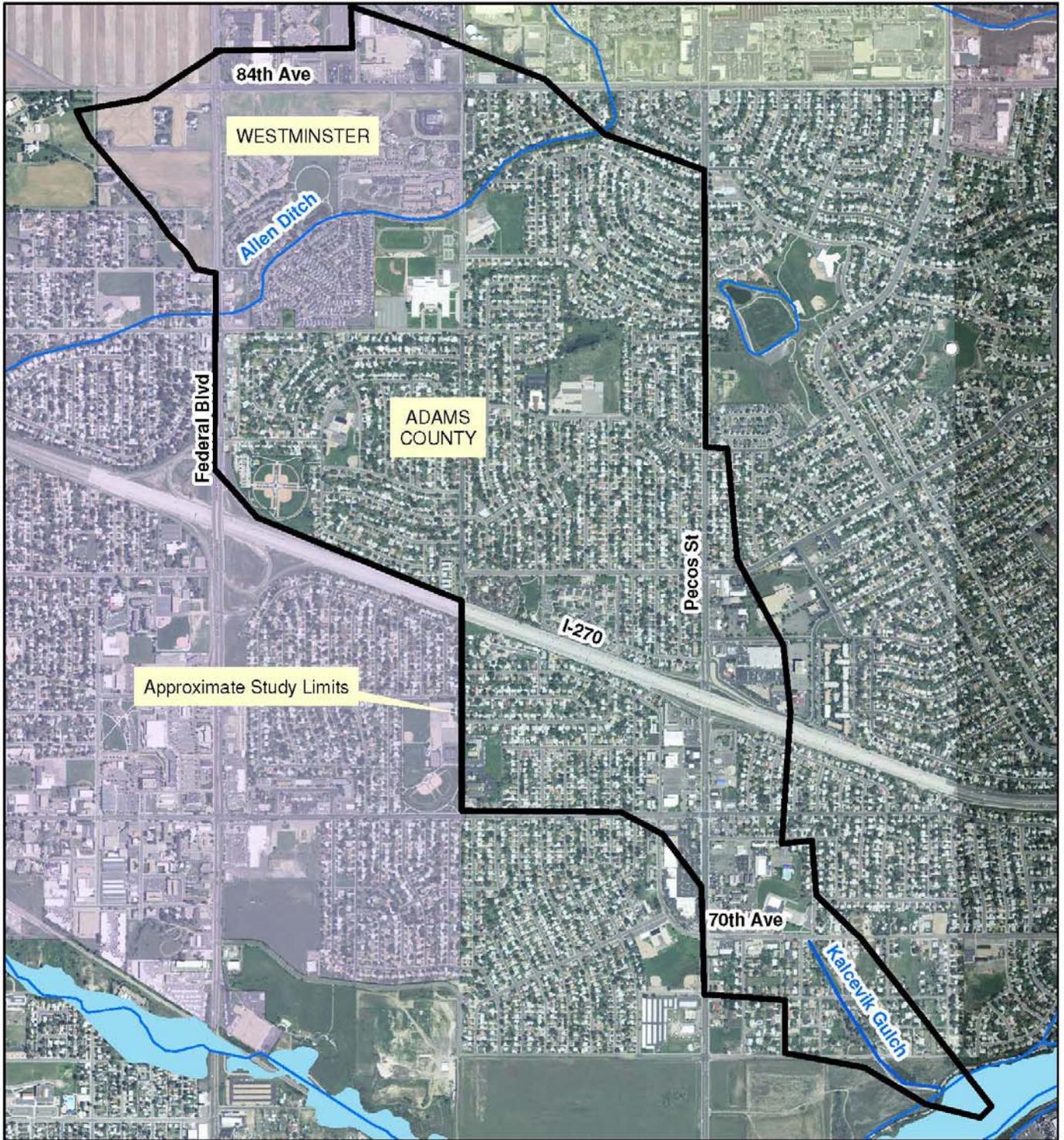
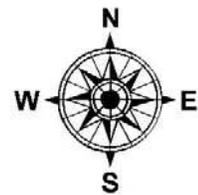


EXHIBIT A  
KALCEVIK GULCH  
Major Drainageway Plan Update  
Approximate Study Limits  
July 2010





Agenda Memorandum

City Council Meeting  
February 11, 2013



**SUBJECT:** Councillor’s Bill No. 9 re Lease/Purchase of Golf Course Carts

**Prepared By:** Peggy Boccard, Recreation Services Manager  
Lance Johnson, Director of Golf

**Recommended City Council Action**

1. Authorize the City Manager to sign an agreement to add \$484,283 to the existing master lease. Terms of the Lease are: 4 years with an approximate finance cost of \$31,450 and a total payback of approximately \$515,733.
2. Pass Councillor’s Bill No. 9 on the first reading appropriating \$484,283 in the Golf Course Fund for the lease purchase of replacement Legacy Ridge Golf Course and The Heritage Golf Course golf carts and utility vehicles.
3. Based on the recommendation of the City Manager, find that the public interest would be best served by purchasing from Club Car/Colorado Golf and Turf, Inc., off the National Intergovernmental Purchasing Alliance pricing agreement, the following items: 133 golf carts, 4 player assistant carts, 2 beverage carts, 2 range picker turf carts, 2 five-gang picker units and 2 ball picker gang units for the amount of \$484,283. This approval is contingent on passage of Councillor’s Bill No. 9 on second reading.

**Summary Statement**

- Approval of the lease/purchase will:
  - Fund the lease/purchase and financing costs of a replacement golf cart fleet at Legacy Ridge and The Heritage golf courses;
  - Replace an aging golf cart fleet that requires increased labor and parts to allow the carts to be used as safe rental and service vehicles; and
  - Provide essential vehicles necessary to maintain Guest service, course management, food and beverage service and revenue generation at both of the City’s golf courses.
- The lease/purchase and financing cost is estimated to be \$515,733 over a 4-year lease period, and adequate funding to cover the annual lease payments of \$129,374 is included in the adopted 2013 and 2014 Legacy Ridge and The Heritage Golf Course operating budgets.
- Club Car/Colorado Golf and Turf, Inc. was the low bidder in bids solicited from another public entity. Club Car/Colorado Golf and Turf, Inc. will honor this bid for the City based on the City’s membership in the National Intergovernmental Purchasing Alliance (National IPA). More detail regarding the National IPA is found in the background information section of this memorandum.
- While the City did not conduct its own competitive bidding process, Staff relied on the National IPA price offered by Club Car/Colorado Gold and Turf, Inc., which meets City’s purchasing requirements.
- The interest rate will be determined on the date of commitment by the City as defined in the master lease agreement approved by City Council in 2001. The interest rate is projected to be between 2.5% and 3% percent.

**Expenditure Required:** Not to exceed \$484,283

**Source of Funds:** Proceeds from Master Lease in the General Fund

**Policy Issue**

Does City Council wish to follow Staff's recommendation and award the golf course cart contract to Colorado Golf and Turf, Inc., for the purchase of Club Car vehicles?

**Alternatives**

1. Take no action and not replace the golf cart fleet at this time. This option is not recommended as this approach would jeopardize the golf courses' guest service and their ability to generate revenue. It would also result in expensive repairs to the existing fleet to ensure they are safe to operate.
2. Do not replace the golf cart fleet in 2013 and wait until 2014. Staff does not recommend a five-year replacement schedule as the battery warranty ends after 48 months and repair costs to maintain an operational fleet of carts after the 4-year lease/purchase period increase significantly.

**Background Information**

The City's two golf courses, Legacy Ridge and The Heritage at Westmoor, opened for play in 1994 and 1999, respectively. Both courses are recognized for their championship quality along with excellent guest service and provide full golf amenities such as 18-hole championship golf, excellent playing conditions, driving ranges, practice facilities, full service food and beverage operations, pro shop and dependable golf carts.

The golf courses offer rental carts available for year-round play. In 2012, the golf cart rental fleet generated \$488,093 in cart rental revenue therefore the anticipated revenue for the lease period is approximately \$2 million.

For the past thirteen years, the City has used Club Car golf carts. For the past nine years, the City has used Club Car's 48-Volt Precedent electric carts. Staff has determined these carts to be reliable, quality featured and environmentally friendly. This is an important factor given that both of the City's golf courses participate in Audubon Internationals environmental certification programs that support the City's Strategic Plan Goals and Objectives of being an Environmentally Sensitive City.

The National (IPA) pricing agreement in place with Club Car/Colorado Golf and Turf, Inc., is available to the City as part of the City's membership in the National IPA. The National IPA pricing was determined by a competitive bid process conducted by another public entity, Phoenix, Arizona, in 2009. Club Car/Colorado Golf and Turf, Inc., is willing to honor those same bid prices. National IPA is a cooperative purchasing organization dedicated to serving City/Local Government, County Government, State Government, Public and Private Educational Institutions and Systems, Special Districts, Government-Education Healthcare Entities and Nonprofits. The IPA bid and award process meets the City purchasing requirements. As such, Staff recommends the purchase of replacement golf carts for the Legacy Ridge and the Heritage at Westmoor Golf Courses off the National IPA pricing agreement.

The City of Westminster received a proposal from Club Car/Colorado Golf and Turf, Inc., using the before-mentioned National IPA award that includes the several additional benefits: fleet replacement of new equipment, trade in values of current fleet and other monetary considerations.

Specifically, the other benefits offered for purchasing through Club Car/Colorado Golf and Turf, Inc., include:

- Locally-based service department, service technicians and the largest inventory of parts for golf cars in the region, Colorado Golf & Turf, Inc., is equipped to provide the very best service on Club Car fleets.
- Colorado Golf & Turf, Inc., has agreed to extend all items covered under the 2-year and 3-year warranty terms to a full 4-year term.
- Colorado Golf & Turf, Inc., will provide no cost on-site training for personnel on the necessary routine maintenance procedures for the new Club Car Fleet. This will include setting up maintenance records for each car, which can be invaluable for liability purposes.
- Colorado Golf & Turf, Inc., will provide a spare parts package valued at \$1,000 (\$500/course). The parts can be selected as-needed by golf course staff members.

This appropriation will amend General Fund revenue and expense accounts as follows:

**REVENUES**

<b>Description</b>	<b>Account Number</b>	<b>Current Budget</b>	<b>Amendment</b>	<b>Revised Budget</b>
Lease Proceeds	2200.46005.0000	\$0	\$242,142	\$242,142
Lease Proceeds	2300.46005.0000	\$0	\$242,141	\$242,141
Total Change to Revenues			<u>\$484,283</u>	

**EXPENSES**

<b>Description</b>	<b>Account Number</b>	<b>Current Budget</b>	<b>Amendment</b>	<b>Revised Budget</b>
Other Equipment – Legacy Ridge Golf Course-Clubhouse	22050720.76000.0249	\$0	\$242,142	\$242,142
Other Equipment – Heritage Golf Course-Clubhouse	23050720.76000.0249	\$0	\$242,141	\$242,141
Total Change to Expenses			<u>\$484,283</u>	

This meets the City Council Strategic Plan goals “Financially Sustainable City Government Providing Exceptional Services” and “Beautiful and Environmentally Sensitive City.”

Respectfully submitted,

Stephen P. Smithers  
Acting City Manager

Attachment - Ordinance

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **9**

SERIES OF 2013

INTRODUCED BY COUNCILLORS

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**A BILL**

**FOR AN ORDINANCE INCREASING THE 2013 BUDGET OF THE GOLF COURSE FUND  
AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2013 ESTIMATED  
REVENUES IN THIS FUND**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2013 appropriation for the Golf Course Fund, initially appropriated by Ordinance No. 3655 is hereby increased by \$484,283. This appropriation is due to an increase in the master lease for the Golf Course Fund.

Section 2. The \$484,283 increase in the Golf Course Fund shall be allocated to City revenue and expense accounts as described in the City Council Agenda Item 10 C-E, dated February 11, 2013, (a copy of which may be obtained from the City Clerk) increasing City fund budgets as follows:

Golf Course Fund	<u>\$484,283</u>
Total	<u>\$484,283</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 11<sup>th</sup> day of February, 2013.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 25<sup>h</sup> day of February, 2013.

ATTEST:

\_\_\_\_\_  
Mayor

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