



## 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
  - A. Fleet Division's ASE Blue Seal Shop Recognition

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. 2013 Concrete Replacement Project Contract
- B. 2013 Citywide Street Sweeping Services Contract
- C. Pressure Zone 12 Improvements Project Construction and Engineering Contracts
- D. Little Dry Creek Interceptor and Crestview Sewer Relocation Project
- E. Sanitary Sewer Replacement as Part of the US36 Express Lanes Project
- F. RTD FasTracks/Jim Baker Reservoir Intergovernmental Agreement
- G. 2013 Colorado Department of Public Health and Environment Provider Grant
- H. Second Reading of Councillor's Bill No. 10 re Replacement Fire Engine Purchase

9. Appointments and Resignations

10. Public Hearings and Other New Business

- A. Resolution No. 11 re Acquisition of Property Interests for 72<sup>nd</sup> Avenue and Raleigh Street Bridge Replacement
- B. Councillor's Bill No. 11 re Proposed Economic Development Agreement with MSI, LLC
- C. Councillor's Bill No. 12 re Proposed Economic Development Agreement re Colorado Casual Furniture
- D. Westminster Legacy Foundation Agreement re Jessica Ridgeway Memorial Park
- E. Councillor's Bill No. 13 re Supplemental Appropriation re Grants for the Jessica Ridgeway Memorial Park
- F. Reallocation of Funds into the CIP Project Account for the Jessica Ridgeway Memorial Park
- G. Playground and Shelter Contracts for the Jessica Ridgeway Memorial Park
- H. Purchase of Site Amenities from Various Vendors for the Jessica Ridgeway Memorial Park

11. Old Business and Passage of Ordinances on Second Reading

12. Miscellaneous Business and Executive Session

- A. City Council
- B. Executive Session - Obtain direction from City Council re proposed Economic Development Incentive Agreement pursuant to WMC 1-11-3(C)(4), WMC 1-11-3(C)(7) and CRS 24-6-402(4)(e)

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, FEBRUARY 25, 2013, 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 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 Kaiser moved, seconded by Councillor Major, to approve the minutes of the regular meeting of February 11, 2013, as presented. The motion carried unanimously.

CITY MANAGER'S REPORT

Mr. McFall reported that, if approved, an item on the consent agenda would change the first regularly scheduled meeting in March from March 11 to March 18 to accommodate attendance of several members of City Council to the National League of Cities Conference.

After tonight's meeting, the Westminster Economic Development Authority Board of Directors would meet. Then Council would meet in executive session to provide direction to Staff concerning proposed Economic Development Incentive Agreements with Horizon Ag Products, MSI, LLC, and Colorado Casual Furniture pursuant to Section 1-11-3(C)(4) and (7), W.M.C., and Section 24-6-402(4)(e), CRS.

Mr. McFall reminded the audience that comments concerning the public hearing listed on the agenda needed to be offered when the Mayor opened the podium for public testimony during that hearing. Comments on any other topic should be made during the Citizen Communication segment of the agenda.

In conclusion, Mr. McFall reported that Community Pride Day was coming up on May 11. As many as 1500 volunteers had participated at prior year events to pick up trash in City Parks, Open Space, and rights-of-way throughout the community. More help could always be used and contact information for Patti Wright, the Open Space Volunteer Coordinator, was provided. After picking up trash in the morning, volunteers were invited to attend a barbecue in the courtyard at City Hall. It was a fun and productive event and everyone was encouraged to sign-up.

COUNCIL REPORTS

Mayor Pro Tem Winter reported on opportunities that citizens had to access local government 24/7. Westy Connect and Access Westminster were ways for citizens to use the City's website to engage in conversation with City Council or research commonly asked questions/processes on a variety of topics. Additionally, Council would be conducting a Community Summit on March 20 and the public was invited to participate either by attending the function or by submitting suggestions/comments for discussion. RSVPs were being taken through the City Manager's Office.

Mayor McNally thanked City snow crews for promptly clearing streets of snow on Sunday. They had made it possible for residents to travel to and from work safely on Monday morning and provided premier service to residents each time it snowed.

The Mayor invited the public to participate in an RTD (Regional Transportation District) Citizens Advisory Committee meeting to be held at City Hall on June 26. This was an opportunity for local taxpayers to give input to RTD about the Fastracks services they wanted to obtain following years of taxation levied for that purpose. She encouraged everyone to attend.

#### LENGTH OF SERVICE AWARDS

Councillor Major presented pins and certificates to Kelly Alvis and Dee Martin for 20 years of service to the City. Mayor McNally presented pins, certificates and cash awards of \$100 per year of service to Eugene “Rusty” Caldwell, John Kasza, and Robert G. Wood for 25 years of service to the City. Mayor Pro Tem Winter presented a certificate of appreciation and pin to Chris Pardo for 30 years of service. Councillor Atchison presented a certificate of appreciate and a pin to Jerry Magnetti for 35 years of service to the City.

#### PROCLAMATION

Councillor Lindsey presented the 2013 Earth Hour proclamation to Lisa Bressler, Chairperson of the Environmental Advisory Board. Earth Hour, to be held from 8:30 to 9:30 p.m. on Saturday, March 23, was an opportunity for community households, businesses, and non-emergency operations to unite in an energy conservation activity by turning off lights and non-essential appliances during the designated hour. The event started in Sydney, Australia in 2007, and Westminster was one of hundreds of cities worldwide that would be participating this year.

#### 2013 ADAMS COUNTY MAYORS’ AND COMMISSIONERS’ YOUTH AWARDS

In the presence of family and friends, Mayor McNally, Mayor Pro Tem Winter, and City Councillors joined together to present certificates of achievement to celebrate and recognize 18 local recipients of the 2013 Adams County Mayors’ and Commissioners’ Youth Award. The award program was established in 1986 to recognize young people in the community whose contributions and achievements might otherwise be overlooked. The award honored youth who had overcome personal adversity, created positive change in a difficult environment or had made strides beyond their limitations. The students, ages 13 to 18 years and from Hidden Lake High School, Legacy High School, Mandalay Middle School, Moore Middle School, Mountain Range High School, and Westminster High School, proudly accepted their certificates.

#### CITIZEN COMMUNICATION

Representing the Westminster Public Safety Recognition Foundation, Jim Cloud of 9970 Winona Street was pleased to repay a \$35,000 short-term loan that Council had granted to the Foundation to augment funding of the Public Safety Tribute Artwork installed outside the entrance to the Public Safety Building. The loan had made it possible to complete installation of the artwork and dedicate it in August 2012. Mr. Cloud described the Foundation’s fundraising efforts to commission the design and creation of the artwork and to have it installed, recognizing that the project could not have become a reality without the City Council’s support. He presented Mr. McFall with a \$35,000 check payable to the City.

#### CONSENT AGENDA

The following items were submitted for Council’s consideration on the consent agenda: accept the January Financial Report as presented; change the date of the first regularly scheduled City Council meeting in March from March 11 to March 18; authorize the City Manager to execute a \$215,137 contract with the low bidder, T2 Construction, Inc., for Torii Square Park renovation with a 10% contingency of \$21,513, authorize Staff to purchase site amenities from separate vendors not to exceed \$22,000 and to replace Xcel lighting not to exceed \$3,500, for a total project cost of \$262,150; authorize the purchase of a Volvo front-end loader from Power Equipment Company, utilizing the current award in place from the City of Sterling, for the amount of \$107,480; award the bid for three 2013 Harley-Davidson police motorcycles to the low bidder, Sun Harley-Davidson, in the amount of \$55,878; authorize payment of \$150,389.38 to Intergraph Corporation for the 2013 Annual Software Maintenance Contract for the integrated Fire and Police Computer Aided Dispatch, Police Records Management

System, Fire Records Management System, and mobile computer application systems; and final passage on second reading of Councillor's Bill No. 9 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.

It was moved by Councillor Kaiser, seconded by Councillor Major, to approve the consent agenda as presented. The motion carried with all Council members voting favorably.

#### COUNCILLOR'S BILL NO. 10 – REPLACEMENT FIRE ENGINE SUPPLEMENTAL APPROPRIATION

It was moved by Mayor Pro Tem Winter, seconded by Councillor Kaiser, to pass on first reading Councillor's Bill No. 10 appropriating \$435,393 in the General Capital Outlay Replacement Fund for the lease purchase of a replacement fire engine. The motion passed unanimously at roll call.

#### REPLACEMENT FIRE ENGINE LEASE PURCHASE AGREEMENT

Mayor Pro Tem Winter moved, seconded by Councillor Kaiser, to authorize the City Manager to sign a lease purchase agreement in the amount of \$435,393 for a maximum term of seven years with an approximate finance cost of \$83,318 and a total payback of approximately \$518,711. The motion carried with all Council members voting affirmatively.

#### REPLACEMENT FIRE ENGINE PURCHASE AND SALE AGREEMENT WITH AUTHORIZED TRADE-IN

Upon a motion by Mayor Pro Tem Winter, seconded by Councillor Kaiser, the Council voted unanimously to find, based on the City Manager's recommendation, that the public interest would be best served by executing a sole source purchase and sale agreement with Pierce/Front Range Fire Apparatus for the purchase of a Pierce Velocity "Pump Under Cab" fire engine in an amount not to exceed \$560,393, contingent upon final passage on second reading of Councillor's Bill No. 10, and authorize trade-in of the 1998 Pierce engine (#5116) to Front Range Fire Apparatus for the amount of \$25,000.

#### CONTINUED PUBLIC HEARING FOR THE HYLAND VILLAGE SUBDIVISION

At 7:55 p.m., Mayor McNally reopened a public hearing on the Hyland Village Subdivision that had been continued at the November 12, 2012, City Council meeting. Mac Cummins, Planning Manager, provided background information and entered into the record the agenda memorandum and its attachments. The hearing had been continued to this date so the applicant could have additional time to address questions regarding financial impacts of the proposed Preliminary Development Plan (PDP)/Official Development Plan (ODP) amendments to the Home Owners Association (HOA). Proposed amendment of the plan would accommodate a change in use for a five-acre, multi-family parcel so it could be marketed to individual buyers (condominiums) or as a rental project (apartments). Multi-family development on the parcel was currently restricted for marketing to individual buyers (condominiums). Staff recommended approval of the proposed change in use to the development plan based on: 1) The owner of the land requesting the addition of multi-family rental use to the list of permitted uses had agreed to assume responsibility for assessments (dues) equal to what a condominium project would have otherwise paid, and the 0.5% recreational facility fund fee would apply, with initial collection at a future time if the developed project was sold after completion, which agreement would be reflected in appropriate Home Owners Association documents; 2) The owner of the land requesting the addition of multi-family rental to the list of permitted uses had also agreed to other HOA stipulations regarding voting rights, builder rights and annexation into the HOA; and 3) Future residents of the multi-family site would be entitled to use the community pool and clubhouse as intended by the existing approved PDP and ODP.

Michael Markel, the applicant and property owner, confirmed Mr. Cummins' summary and was pleased that satisfactory resolution to all parties' concerns seemed to have been achieved. A proposed draft of the agreement was being prepared but was not available for submission to the City or for public review at this time.

No others wished to speak, and Mayor McNally closed the public hearing at 8:14 p.m. after all questions of Council had been answered.

SECOND AMENDED PRELIMINARY DEVELOPMENT PLAN FOR HYLAND VILLAGE SUBDIVISION

Based on finding that the proposed change to allow a rental multi-family use met the criteria set forth in Westminster Municipal Code Section 11-5-14, Councillor Atchison moved to approve the Second Amended Preliminary Development Plan for the Hyland Village Subdivision with the condition that the appropriate Home Owners Association documents were revised to the satisfaction of City staff prior to issuance of the first building permit for this property and that the Home Owners Association documents reflect an agreement that a rental project would pay equal dues to those pertaining to a for sale/condominium project. Councillor Lindsey seconded the motion, which carried by unanimous vote.

EIGHTH AMENDED OFFICIAL DEVELOPMENT PLAN FOR THE HYLAND VILLAGE SUBDIVISION

Based on finding that the proposed change to allow a rental multi-family use met the criteria set forth in Westminster Municipal Code Section 11-5-15, it was moved by Councillor Atchison, seconded by Councillor Lindsey, to approve the Eighth Amended Official Development Plan for the Hyland Village Subdivision with the condition that the appropriate Home Owners Association documents were revised to the satisfaction of City staff prior to issuance of the first building permit for this property and that the Home Owners Association documents to reflect agreement that a rental project would pay equal dues to those pertaining to a for sale/condominium project. The motion passed unanimously.

ADJOURNMENT

There being no further business to come before the City Council, it was moved by Mayor Pro Tem Winter, seconded by Councillor Major, to adjourn. The motion passed and the Mayor adjourned the meeting at 8:16 p.m.

ATTEST:

\_\_\_\_\_  
Mayor

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



## Agenda Item 6 A

### Agenda Memorandum

City Council Meeting  
March 18, 2013



**SUBJECT:** Fleet Division's ASE Blue Seal Shop Recognition

**Prepared By:** Rachel Harlow-Schalk, Senior Projects Officer

### Recommended City Council Action

Councillor Atchison will recognize the Fleet Maintenance Division for achieving Blue Seal from the National Institute for Automotive Service Excellence.

### Summary Statement

- With ten staff members, the City's Fleet Division maintains a diverse fleet of approximately 550 vehicles and pieces of equipment ranging from police motorcycles to fire apparatus and plow trucks to heavy equipment.
- The National Institute for Automotive Service Excellence is the only national independent measure of excellence in vehicle maintenance. Mechanics seek out certifications through the Institute to assure customers of both service quality and ethical conduct.
- The Institute also certifies automotive shops assuring customers of the kinds of competency they can expect from mechanics working on vehicles. One of these shop certifications is Blue Seal. A Blue Seal automotive shop assures customers that 75% of mechanics are proficient in every discipline offered for vehicle service through the shop.
- In 2011, the Fleet Division achieved Blue Seal shop designation and in 2012, 100% of all shop mechanics were certified.
- Council is asked to recognize the Fleet Division's Blue Seal and achievement of 100% mechanic certification. Through the Division's combined hard work, this substantial industry service standard has been achieved.

**Expenditure Required:** \$0

**Source of Funds:** N/A

**Policy Issue**

None Identified

**Alternative**

None Identified

**Background Information**

The National Institute for Automotive Service Excellence (ASE) establishes industry specific automotive mechanic standards that include ethics and service quality within two service areas: automotive and medium and heavy trucks. To obtain competency certifications within these two service areas, mechanics must pass a series of up to seven tests every five years. In addition to mechanic competency assurance, the certifications establish a standard of ethics and service quality that must be upheld by mechanics. If a mechanic wishes to become certified as a master mechanic, they must complete eight certifications and uphold ethics and service quality standards. In addition to individual certifications, the ASE offers an automotive shop Blue Seal designation if 75% of mechanics receive certifications in every discipline worked on in the shop. Customers visiting Blue Seal shops can expect high service quality and support.

In addition to monitoring vehicle fuel consumption by city vehicles, managing fuel storage services, and purchasing vehicles needing replacement within the City's fleet, the Fleet Maintenance Division offers mechanic services to the City's approximate 550 vehicles and equipment. This work is completed by six mechanics, a Secretary, a foreman, a Fleet Specialist and a Fleet Manager. The complexity of vehicles and equipment serviced includes fire apparatus, police motorcycles, service trucks and tandem heavy duty trucks.

Since 2011, the Division has met the Blue Seal designation from ASE, and in 2012, the shop certified 100% of its mechanics. Additionally, the Fleet Manager has maintained his Master Mechanic certification and the shop Foreman completed the ASE's Service Writer certification. In 2013, the shop anticipates all mechanics will achieve Master Mechanic certification.

Because of the combined efforts of staff within the Division to achieve this high standard of service and quality, Council is asked to recognize the following staff for their efforts:

- Steve Grabarek, Mechanic II
- Gary Kammerzell, Mechanic II
- Mike Lively, Fire Mechanic
- Justin Myles, Mechanic II
- Chad Paugh, Mechanic II
- Mike Pustek, Mechanic II
- Larry Williams, Foreman
- Matthew Booco, Fleet Specialist
- Becky Picaso, Secretary
- Jeff Bowman, Fleet Manager

The City's Strategic Plan goals of a Financially Sustainable City Government Providing Exceptional Services and a Safe and Secure Community are supported by the Fleet Division's efforts to meet high vehicle maintenance standards so that departments can be well-tooled and to deliver exceptional services to the community.

Respectfully submitted,

Stephen P. Smithers  
Acting City Manager



# Agenda Item 8 A

## Agenda Memorandum

City Council Meeting  
March 18, 2013



**SUBJECT:** 2013 Concrete Replacement Project Contract

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

### Recommended City Council Action

Authorize the City Manager to execute a contract for 2013 with options for two additional one-year renewals (2014 and 2015) for concrete replacement to the low bidder, Keene Concrete, Inc., in the amount of \$1,024,360 and authorize a contingency of \$102,436 for a total project budget of \$1,126,796.

### Summary Statement

- City Council approved adequate funds for this expense in the 2013 Department of Public Works and Utilities, Street Operations Division, Utilities Field Operations Division and General Fund CIP, Fire Station Concrete/Asphalt Replacement and City Hall Courtyard Concrete Replacement Program Budgets.
- As proposed, annual contract renewals for 2014 and 2015 will require agreement by both parties and any price adjustments will be based on Consumer Price Index for All Urban Consumers.
- Concrete replacement of 31,000 linear feet of deteriorated curbs, gutters, sidewalks, crosspans, and curb ramps will be done on 121 streets earmarked for resurfacing or seal coating scheduled for 2013, and a Utilities Field Operations expenditure of \$60,000 for curb, gutter and sidewalk replacement required during water main replacement and repair on an as needed basis throughout the year. Also included in the bid are two General Fund CIP projects: City Hall courtyard deteriorated slab replacements and replacement of the driveway at Fire Station 4.
- Formal bids were solicited from seven contractors with five responding.
- The low bidder meets all of the City bid requirements.

**Expenditure Required:** \$1,126,796

**Source of Funds:** General Fund - Street Operations Division Operating Budget (\$986,498)  
 Utilities Fund - Utilities Field Operations Budget (\$60,000)  
 General Capital Improvement Fund  
 -Fire Station Concrete/Asphalt Replacement Program (\$19,923)  
 City Hall Courtyard Concrete Replacement (\$60,375)

**Policy Issue**

Should this bid be awarded to the low bidder, Keene Concrete, Inc., for the replacement of concrete curbs, gutters and sidewalks as specified in the contract documents for this project and authorize negotiations for 2014 and 2015 concrete replacement work?

**Alternative**

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

1. Available dollars for asphalt work could increase by \$1,034,063
2. The asphalt improvements would not realize full life expectancy, due to accelerated deterioration where damaged gutters are left
3. Concrete replacement requested by citizens would increase

Staff does not recommend this alternative due to the negative impacts it may have on the City's overall street program.

**Background Information**

City Council approved funds in the 2013 Street Operations Division budget to replace 31,000 linear feet of deteriorated curbs, gutters, sidewalks, crosspans, and curb ramps at 121 locations earmarked for street resurfacing or sealcoating.

Included in the 2013 project is replacement of the deteriorated driveway at Fire Station 4 and work planned for the City Hall courtyard that includes removal and replacement of deteriorated concrete panels to match existing color.

The contract sum for renewal periods 2014 and 2015 shall be negotiated and agreed to by both parties. Any adjustment shall not exceed the annual percent of change of the Denver-Boulder-Greeley Consumer Price Index for all Urban Consumers. Staff will examine concrete pricing in 2014 and 2015, and if prices have dropped to any substantial degree in either of these years, the contract will be rebid.

The following sealed bids were received:

1. Keene Concrete, Inc.	\$1,024,360
2. Concrete Express Inc.	\$1,122,668
3. Thoutt Bros. Concrete Co.	\$1,170,356
4. Fasick Concrete Inc.	\$1,253,468
5. Concrete Works of Colorado Inc.	\$1,275,989
6. New Design	No Bid
7. Stack-Holm	No Bid

City Staff estimate	\$1,122,951
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City Staff's estimated cost included an increase of 6% over 2012 pricing; Keene's actual bid price decreased by 3.6%. The favorable bid can be attributed to the state of the economy, a desirable multi-year contract, and a substantial increase in the quantity of the work bid in 2013 totaling 31,000 linear feet compared to 26,000 linear feet average the past three years.

**SUBJECT:**

2013 Concrete Replacement Project Contract

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This contract helps achieve City Council's Strategic Plan Goals of "Financially Sustainable City Government Providing Exceptional Services," "Safe and Secure Community," and "Vibrant Neighborhoods In One Livable Community" by meeting the following objectives: well maintained City infrastructure and facilities, safe citizen travel throughout the City, and maintain and improve neighborhood infrastructure.

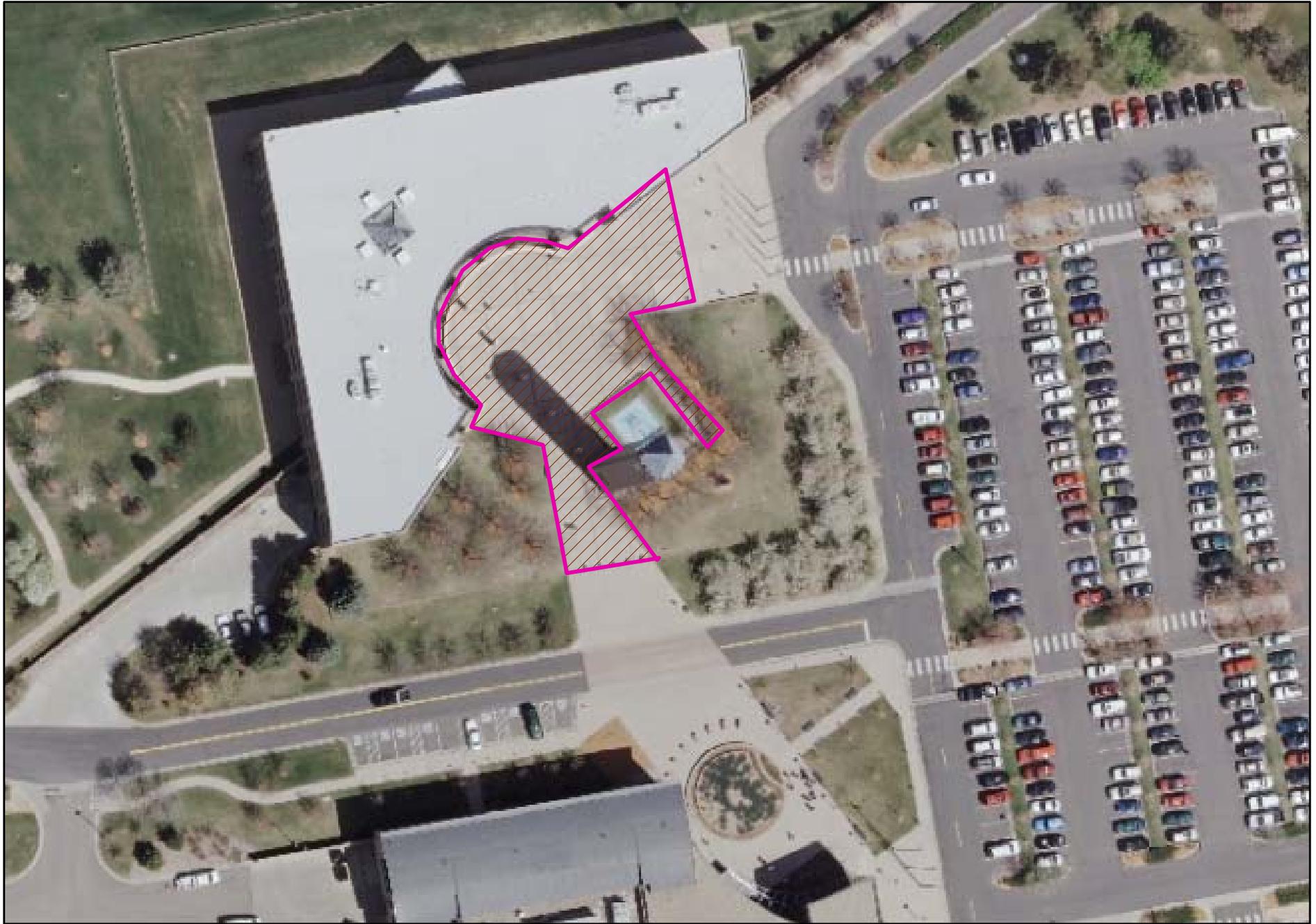
Respectfully submitted,

Stephen P. Smithers  
Acting City Manager

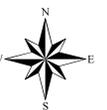
Attachments

- City Hall Plaza Concrete Repairs – Map
- Fire Station #4 – Driveway Concrete Repairs - Map

# City Hall Plaza Concrete Repairs



*Fire Station #4 - driveway concrete repairs*





Agenda Memorandum

City Council Meeting  
March 18, 2013



**SUBJECT:** 2013 Citywide Street Sweeping Services Contract

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

**Recommended City Council Action**

Authorize the City Manager to execute a contract for 2013 with options for two additional one-year renewals (2014 and 2015) for Citywide Street Sweeping to the low bidder, Armstrong Sweeping, Inc., in the amount of \$218,271 and authorize a contingency of \$15,575 for a total budget of \$233,846.

**Summary Statement**

- The City utilizes the services of a private contractor to perform citywide street sweeping of the City’s streets. The current contract was bid for calendar year 2010 and renewed for two additional years, 2011 and 2012.
- As proposed, annual contract renewals for 2014 and 2015 will require agreement by both parties and any price adjustments will be based on the Consumer Price Index for all urban customers.
- City Council approved funds in the 2013 Storm Drainage Fund – Street Maintenance account for citywide street sweeping services. Bid prices plus contingency came in \$33,846 over budget; however, Staff proposes to cover the balance through fiscal year 2012 carryover appropriation process. Significant savings were achieved in 2012 that are available to fund this expense.
- A three year contract has proven to secure the lowest bid price possible over the past 26 years given the investment required by contractors.
- Formal bids were solicited from five contractors with two contractors responding.
- The low bidder, Armstrong Sweeping, Inc., meets all of the City bid requirements and has successfully performed Street Sweeping Services in the Denver Metro area over the past thirty one years.
- A contingency is included here for potential additional sweeping during the winter months to assure that the City can meet PM-10 Air Quality Regulations.

**Expenditure Required:** \$ 233,846

**Source of Funds:** 2013 Storm Drainage Fund  
-Street Operations Division Operating Budget (\$215,575)  
2012 Proposed Carryover Funds  
-Stormwater Fund Carryover (\$33,846)

**Policy Issue**

Should the City award this contract to the low bidder, Armstrong Sweeping, Inc., for 2013, with two one year extensions in 2014 and 2015?

**Alternative**

One alternative is to discontinue the full-time services of a private contractor. This alternative would require the City to hire a minimum of three full-time employees and invest in the equipment necessary to perform Citywide Street Sweeping. City Staff does not recommend performing citywide street sweeping “in-house.” Initial equipment outlay would be substantial; in addition, ongoing FTE, equipment maintenance, and equipment replacement expenses are not cost effective.

**Background Information**

The City has utilized the services of a street sweeping contractor since 1985.

In November 2012, Staff requested bids for sweeping services for calendar year 2013 through DemandStar and received only one bid at \$95.41/curb mile that totaled \$446,828 for the contract, over twice the amount budgeted. After earnest negotiations failed to get pricing down to budgeted amount, Staff elected to rebid the 2013 Sweeping Service Contract, assuring local contractors were included. The result was much better pricing of \$45.80/curb mile or \$218,271. However, the bid amount plus contingency is still \$33,846 over budget. The Street Division under spent its 2012 Stormwater Fund budget, saving approximately \$72,300 in 2012. Staff proposes utilizing savings from 2012 to be appropriated through the carryover process later this summer to cover additional funding needed for this contract.

During the 2010 budget process, street sweeping costs were reduced by \$100,000 and subsequently street sweeping frequency was also reduced. The 2013 street sweeping bid allows for the following citywide street sweeping frequency as follows:

- 4,600 curb miles of sweeping, less an estimated 1,600 curb miles for post storm sweeping (post storm sweeping includes all streets receiving deicing applications after every storm October through March)
- 4 monthly rotations citywide:
  - 1 full city rotation in April (spring clean up)
  - 1 full city rotation in July (mid-year)
  - 1 full city rotation in both October and November (leaf clean up)
- Any further sweeping will be post-storm related.

The following bids were received:

Armstrong Sweeping, Inc.	\$218,270.99
C & S Sweeping	\$247,178.50
Allstate Sweeping, LLC	No Bid
TJK Power Washing	No Bid
Jefferson County Sweeping Svc	No Bid
Estimate	\$200,000

The recommended bidder, Armstrong Sweeping, Inc., meets all of the City bid requirements and has successfully performed street sweeping services for Towns of Federal Heights and Superior, and for Castle Pines Metro District, Alpha Milling, American Civil Constructors Company, and The Denver Water Board. The company has been in business for 31 years and all references responded positively, having no reservation in any facet of operations.

The contract sum for renewal periods 2014 and 2015 shall be negotiated and agreed to by both parties. Any adjustment shall not exceed the annual percent of change of the Denver-Boulder-Greeley Consumer Price Index for all urban consumers.

This contract meet's Council's Strategic Plan Goals of a "Financially Sustainable City Government Providing Exceptional Services" by establishing a competitive based service at a satisfactory level and cost efficient rate; and "Beautiful and Environmentally Sensitive City" by keeping Westminster roadways clean and storm sewer inlets free from silt buildup.

Respectfully submitted,

Stephen P. Smithers  
Acting City Manager



Agenda Memorandum

City Council Meeting  
March 18, 2013



**SUBJECT:** Pressure Zone 12 Improvements Project Construction and Engineering Contracts

**Prepared By:** Dan Strietelmeier, Senior Engineer, Utilities Planning and Engineering  
Stephen Grooters, Senior Projects Engineer, Utilities Planning and Engineering

**Recommended City Council Action**

Authorize the City Manager to enter into a contract with the low bidder Northern Colorado Constructors, Inc., for the Pressure Zone 12 Improvements in the amount of \$462,050 with a 10 percent construction contingency in the amount of \$46,205, for a construction budget of \$508,255; and authorize the City Manager to execute a contract amendment for construction management services with Burns and McDonnell Engineering Company for \$70,511.

**Summary Statement**

- The area of the City generally north of 112<sup>th</sup> Avenue, east of Harlan Street and west of Sheridan Boulevard is referred to as future Pressure Zone 12 (see attached map).
- This area experiences high water distribution system pressures and these high pressures coupled with corrosive soils have stressed the waterlines in the area, leading to numerous breaks over the years.
- This project includes improvements to reduce pressures and extend the useful life of the water piping in this area.
- Lowering the pressures will help reduce the frequency of water breaks, street excavation/repair activities and service interruptions to City customers.
- The project includes new Pressure Reducing Valves (PRV's), rehabilitation of three existing PRV's and one new on/off valve.
- Of the two bids received by the City, Northern Colorado Constructors, Inc., presented the lowest qualified bid in the amount of \$462,050.
- The City contracted with Burns and McDonnell Engineering Company (Burns and McDonnell) to provide design services for the project. Based on their successful performance to date, Staff negotiated a contract amendment with them for \$70,511 to include construction phase engineering services. Approval of this amendment is requested.
- Sufficient funds were authorized for this project as part of the 2011 budget and no new monies are requested.
- Construction is scheduled to be completed by mid-summer 2013.

**Expenditure Required:** \$578,766

**Source of Funds:** Utility Fund Capital Improvement  
– Pressure Zone 12 Improvements Account

### **Policy Issues**

1. Should the City execute a contract with the low bidder Northern Colorado Constructors, Inc., for the water distribution system improvements?
2. Should the City authorize a contract amendment for Burns and McDonnell to perform construction management services?

### **Alternatives**

1. The City could choose to construct the improvements at a later date. However, due to the poor pipe condition in the area that has had multiple breaks in the past five years and the corresponding risk of a disruption in water service, Staff recommends the improvements be made at this time.
2. Council could choose to request proposals for the construction services task. This is not recommended as Staff believes that Burns and McDonnell provides the best value for this project. In addition, they were originally selected through a competitive process for design services that anticipated construction services. Their project team is intimately familiar with the improvements needed, having successfully completed the design and bidding phases of the project. Their knowledge will streamline key project tasks and provide the best value to the City.

### **Background Information**

Currently, the City's potable water distribution system is comprised of 12 pressure zones. Water distribution system master planning and modeling determined that dividing some of the existing pressure zones into smaller zones will allow for tighter control on water pressure ranges in the distribution system, which can extend the useful life of City infrastructure and enhance overall service to City customers. Ultimately, planned improvements will lead to 17 pressure zones. Because these improvements involve relatively costly capital projects, they need to be phased over time in concert with growth, development and/or redevelopment efforts.

Phase 1 improvements were identified for the area known as Pressure Zone 12. This is the area mostly north of 112<sup>th</sup> Avenue, East of Harlan Street and West of Sheridan Boulevard (see attached map). This area currently experiences high pressures that are contributing to pipe breaks, service interruptions and repair activities. The intent of this phase of the project is to reduce pressures in Zone 12 to help extend the life of waterlines and distribution system infrastructure and reduce the risk of line breaks, including plumbing systems, to provide improved service to City customers. (Note: The adjusted pressures in this area will remain more than adequate for customer uses.) The project will be accomplished through the addition of Pressure Reducing Valves (PRV's). These are specialty valves that are used throughout the City's water distribution system to help control pressures to within target ranges.

As part of the design phase for this project, the Burns and McDonnell and ID Modeling team performed hydraulic modeling of the Zone 12 area. The number and location of PRV's delivering water to the area was confirmed with special attention given to maintaining water circulation, water quality and the ability to provide fire flows to the area. New PRV's on 115th Avenue and 118th Avenue will be placed on waterlines that serve as primary water delivery points to the area. One additional water delivery point for the new Pressure Zone 12 will be provided by rehabilitating and placing back into service an existing PRV located at 117<sup>th</sup> Avenue and Sheridan Boulevard.

Utility Operations construction crews replaced some particularly problematic sections of waterlines in the area in 2012. However, the overall goal of this project is to help extend the life of the waterlines and delay the next planned phase of replacement of the waterlines for 8-10 years, the time at which street re-pavement will be required.

The City sent a Request for Bids to seven qualified contractors on February 11, 2013, and received two bids on February 28, 2013. The following is a summary of the bids received:

<u>Contractor Name</u>	<u>Bid Amount</u>
Northern Colorado Constructors, Inc.	\$462,050
Brannan Construction Company, Inc.	\$479,573
Engineer's Opinion of Probable Cost	\$479,000

A review of the bids received indicated that Northern Colorado Constructor, Inc.'s bid was valid and the dollar amount reasonable for the scope of the work. Northern Colorado Constructors, Inc., has successfully completed other water and sewer line replacement projects for the City and is qualified to complete this project. The bid range between the two bidders was tight, indicating that the City received the best possible price at this time. Construction will commence following award of the contract with substantial completion anticipated by July 1, 2013.

The design contract with Burns and McDonnell was approved by City Council on July 9, 2012. Burns and McDonnell was selected through a competitive cost proposal process that anticipated continuing with construction services. Staff recommends continuing work with the Burns and McDonnell team for construction services because their performance has been successful, cost of services is competitive and they have successfully provided construction services for the City on several utility system capital improvement projects. For those reasons, Staff negotiated a scope of work and competitive fee with Burns and McDonnell for construction management services and recommends that City Council approve a contract amendment in the amount of \$70,511. This represents approximately 15% of the total project cost and is slightly above a typical range (i.e., 8-12%). However, the proposed amount for construction services is reasonable as the project involves construction at six separate sites throughout the area and a resulting relatively longer construction schedule. The \$8,550 contingency from the design contract remains available for the construction management phase so additional contingency is not being requested.

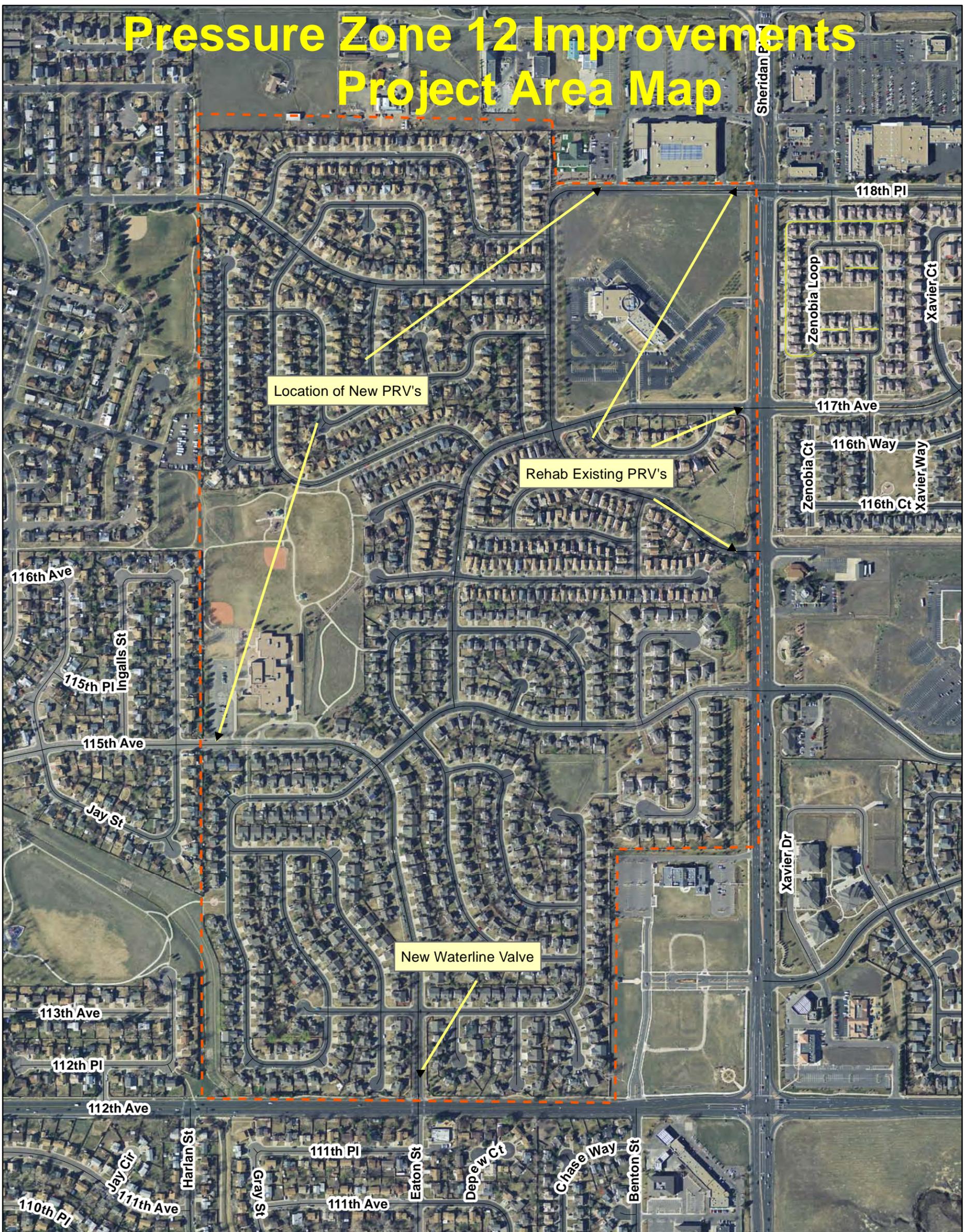
The Pressure Zone 12 Improvements Project helps achieve the City Council's Strategic Plan Goals of "Financially Sustainable City Government Providing Exceptional Services" and "Vibrant Neighborhoods In One Livable Community" by contributing to the objectives of well-maintained City infrastructure and facilities and providing water service with reduced risk of system failures.

Respectfully submitted,

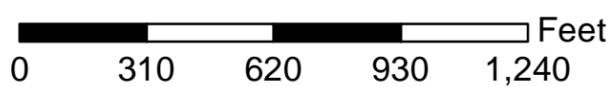
Stephen P. Smithers  
Acting City Manager

Attachment - Pressure Zone 12 Improvements Location Map

# Pressure Zone 12 Improvements Project Area Map



## City of Westminister



Approximate Limits of Zone 12 Area  
Reduced Water Main Pressures





Agenda Memorandum

City Council Meeting  
March 18, 2013



**SUBJECT:** Little Dry Creek Interceptor and Crestview Sewer Relocation Project

**Prepared By:** Andy Walsh, Senior Engineer  
Stephen Grooters, Senior Projects Engineer  
John Burke, Senior Engineer

**Recommended City Council Action**

Authorize the City Manager to execute a contract with the low bid contractor, Edge Contracting, Inc., in the amount of \$1,945,507 for the Little Dry Creek Interceptor and Crestview Sewer Relocation Project and authorize a 10 percent construction contingency in the amount of \$194,551 for a total construction budget of \$2,140,058; and authorize the City Manager to execute a contract amendment with URS Corporation in the amount of \$381,755 to provide construction management services for the Little Dry Creek Interceptor and Crestview Sewer Relocation Project.

**Summary Statement**

- As part of the Regional Transportation District (RTD) FasTracks project, a commuter rail station is proposed in south Westminster. Proposed facilities include a new commuter rail station and the Little Dry Creek regional stormwater detention project, both of which require relocation of utilities in the area.
- Utilities that must be relocated include the Little Dry Creek interceptor sewer (LDCIS) and a sanitary sewer operated by the Crestview Water and Sanitation District.
- The Public Works and Utilities Department (Public Works and Utilities) and the Community Development Department (Community Development) worked collaboratively on a project to relocate these utilities with aspects benefitting both parties. Costs will be shared as detailed in the background section.
- Of the seven bids received for the utility relocation work, Edge Contracting, Inc., submitted the lowest and most responsive bid in the amount of \$1,945,507. Including a 10% construction contingency (\$194,551) brings the funding request for their work to \$2,140,058.
- City Council awarded URS Corporation (URS) a contract for engineering design services on September 12, 2011. Based on their successful performance to date, Staff negotiated a contract amendment with URS for \$381,755 to include construction phase engineering services. Approval of this amendment is requested.
- Sufficient funds were appropriated by City Council for design and construction of the utility relocation work by Public Works and Utilities and Community Development.
- Construction is scheduled to be completed in late 2013.

**Expenditure Required:** \$ 2,521,813

**Source of Funds:** Utility Fund Capital Improvements  
– South Westminster TOD Utilities Project (\$1,814,590)  
Stormwater Utility Fund Capital Improvements  
– Little Dry Creek Drainage Project (\$707,223)

**Policy Issues**

1. Should the City execute a contract with the low bidder Edge Contracting, Inc., for the Little Dry Creek Interceptor and Crestview Sewer Relocation Project?
2. Should the City authorize a contract amendment with URS Corporation to perform construction management services?

**Alternatives**

1. City Council could choose not to proceed with construction of the Little Dry Creek Interceptor and Crestview Sewer Relocation Project at this time. This is not recommended as the work is required to accommodate the RTD FasTracks project, the new Westminster Station and the new Little Dry Creek regional stormwater detention project. In addition, this work was identified as a priority with Public Works and Utilities due to the age and poor condition of the interceptor sewer.
2. City Council could choose to request proposals for the construction management services. This is not recommended as Staff believes that URS Corporation provides the best value for this project. In addition, URS was originally selected through a competitive bid process for design services that anticipated construction services. Their project team is intimately familiar with the improvements needed, having successfully completed the design and bidding phases of the project. Their knowledge will streamline key project tasks and provide the best value to the City.

**Background Information**

The RTD FasTracks project is designing commuter rail station improvements in south Westminster as part of the Northwest Electrified Segment near Federal Boulevard and 71<sup>st</sup> Avenue. The introduction of the new commuter rail station requires development of the Little Dry Creek regional stormwater detention project to modify the area floodplain and lower the risks of rail line and rail station flooding. Regrading of the floodplain in the area of Little Dry Creek will be performed and relocation of utilities in the area will be required. Utilities that are planned to be relocated to accommodate the Little Dry Creek regional stormwater detention project include:

1. The Little Dry Creek interceptor sewer (LDCIS) between Lowell and Federal Boulevard - The LDCIS is a major sewer interceptor for the City serving about one-fifth of the southern portion of the City and Public Works and Utilities has been planning its replacement since 2009. This sewer must be relocated to accommodate the regional stormwater detention project, but is also a priority project due to its age and poor condition.
2. The sanitary sewer operated by the Crestview Water and Sanitation District located between Lowell and Federal Boulevard. This sewer must be relocated to accommodate the regional stormwater detention project.

Construction bidding for the Little Dry Creek Interceptor and Crestview Sewer Relocation Project began in December 2012 and bids were opened in January 2013. The City received seven bids at the bid opening on January 31, 2013, from the following contractors:

Edge Contracting, Inc.	\$1,945,507
New Design Construction Company, Inc.	\$1,953,246
Brannon Construction Company	\$1,984,874
American West Construction LLC.	\$2,144,047
Iron Woman Construction	\$2,286,237
Northern Colorado Constructors, Inc.	\$2,740,593
BT Construction, Inc.	\$2,766,537

A review of the bids received indicated that the low bid from Edge Contracting, Inc. (Edge) was valid and the dollar amount reasonable for the scope of the work. Edge has successfully completed other similar water and sewer line replacement projects and is qualified to complete this project. Overall, the bid range was tight, indicating that the City received the best possible price at this time.

In addition to approval for the Edge construction contract, Staff is seeking approval for an amendment to the engineering contract with URS Corporation. URS was awarded the design contract by City Council on September 12, 2011, through a competitive cost proposal process that anticipated continuing with construction services. Staff recommends continuing work with the URS team for construction services because their performance has been successful, cost of services is competitive and they have successfully provided construction services for the City on several utility system capital improvement projects. For those reasons Staff negotiated a scope of work and competitive fee with URS for construction management services and recommends that City Council approve a contract amendment in the amount of \$381,755. This represents 19.6% of the total project cost and is above the typical range for construction management services of 10-12%. However, Staff believes URS's fee for their services is reasonable because they included additional City-requested services required for the project that are beyond the typical scope of work for utility relocation projects. These additional services include:

1. Significant additional coordination and permitting efforts that will be required as a result of multiple contractors working simultaneously in the same area and multiple agencies involved with the work.
2. Assistance with the acquisition of utility easements that are required for the next phase of RTD's FastTracks project work east of Federal Boulevard. This phase of RTD's work has already begun and the easements required from the City are on the critical path. URS was involved in the predesign of the sewer in this area and is uniquely positioned to assist the City in the timeframe required.
3. Final design of a new City sewer crossing underneath the BNSF railway. This crossing is being added to RTD's FasTracks project as a City-requested betterment and near-term completion of the design is required to meet RTD's schedule. URS was involved in the predesign of this crossing and is uniquely positioned to complete the design in the timeframe required.

The \$28,939 contingency from the design contract with URS remains available for the construction management phase so additional contingency for construction management services is not being requested.

Overall, the costs associated with utility relocation work will be divided between two City departments. Project expenses that result from improvements to the Little Dry Creek regional stormwater detention project are planned to be paid by Community Development from the Stormwater Fund. Project expenses that result from replacement of aged portions of the LDCIS are planned to be paid by Public Works and Utilities from the Wastewater Fund. Staff recommends payment for these improvements as follows:

<u>Expenditure</u>	<u>Stormwater Fund</u>	<u>Wastewater Fund</u>
LDCIS & Crestview Sewer Relocations by Edge Contracting, Inc.	\$642,930	\$1,302,577
Edge Contracting 10% Contingency	\$ 64,293	\$ 130,258
Construction Management Services by URS	-	\$ 381,755
<b>Fund Totals</b>	<b>\$707,223</b>	<b>\$1,814,590</b>
<b>Project Total</b>	<b>\$2,521,813</b>	

These project funds were planned, appropriately budgeted, and are available for these expenditures. Construction of the Little Dry Creek Interceptor and Crestview Sewer Relocation Project is anticipated to start in April 2013 with substantial completion by November 2013.

City Council action on this item addresses three Strategic Plan Goals: Safe and Secure Community, Vibrant Neighborhoods in One Livable Community and Beautiful and Environmentally Sensitive City. These goals are supported by positive redevelopment in Westminster, contributing to the objectives of well-maintained City infrastructure and facilities, and providing sewer service with reduced risk of system failures.

Respectfully submitted,

Stephen P. Smithers  
Acting City Manager



Agenda Memorandum

City Council Meeting  
March 18, 2013



**SUBJECT:** Sanitary Sewer Replacement as Part of the US36 Express Lanes Project

**Prepared By:** Andy Walsh, Senior Engineer  
Stephen Grooters, Senior Projects Engineer

**Recommended City Council Action**

Based on the recommendation of the City Manager, find that the public interest will best be served by authorizing the City Manager to execute a Work Order with the Colorado Department of Transportation and their contractor Ames-Granite A Joint Venture in the amount of \$297,650 for the design and construction of the Federal/US36 Sewer Crossing Project and authorize a 15 percent construction contingency in the amount of \$44,648 for a total construction budget of \$342,298.

**Summary Statement**

- Over the past several years, the Colorado Department of Transportation (CDOT), the Regional Transportation District (RTD) and the affected local agencies have coordinated infrastructure improvements along the US 36 corridor.
- Included among the various corridor improvements are the widening of the highway, replacement of the Sheridan Boulevard Bridge and new pavement from Federal Boulevard to McCaslin Boulevard.
- The City has worked with CDOT and their contractor, Ames-Granite A Joint Venture (Ames-Granite JV), to implement various betterments along the corridor including aesthetic enhancements to City bridges. These betterments were executed using an Intergovernmental Agreement and through a Utilities Relocation Agreement executed by the City in September of 2011.
- An additional betterment has been negotiated with CDOT and their contractor for the replacement of a sewer pipe that extends under US36 adjacent to Federal Boulevard.
- Replacement of this sewer is a priority for the Utility and adequate funds were appropriated for this work as part of the 2013 budget.
- Staff believes it is in the best interest of the City to execute a utility relocation Work Order for the sewer replacement. Since the on-site contractor, Ames-Granite JV, has contractual obligations with CDOT, it is necessary to do a Work Order through CDOT using the processes set forth in our Utility Relocation Agreement.
- The negotiated cost for this Work Order is competitive and executing the work in this way will streamline installation of this important sewer replacement.
- Because the project involves several items that are relatively complex, a project contingency of 15% is requested.

**Expenditure Required:** \$ 342,298

**Source of Funds:** Utility Fund - LDC Interceptor Repair Project Capital Account

**Policy Issue**

Should the City execute a utility relocation Work Order with CDOT for the design and construction of the Federal/US36 Sewer Crossing Project?

**Alternatives**

1. Council could choose to not proceed with the Federal/US36 Sewer Crossing Project at this time. This is not recommended due to the near-term improvements needed to maintain the reliability of the sewer system. This work was identified as part of the 2013 budget and remains a priority project.
2. Council could choose to request proposals for the design and construction of the project. This is not recommended as Staff believes retaining CDOT's contractor, Ames-Granite JV, is in the best interest of the City for several reasons including: 1) they are uniquely positioned to streamline this work and 2) their costs are competitive.

**Background Information**

Improvements to the US36 corridor have been planned for many years. Parties involved in the planning include governmental entities (including the City of Westminster) along the US36 corridor as well as RTD and CDOT. Over the past few years, CDOT managed the preparation and execution of a design/build contract the Ames Construction/Granite Construction team (Ames-Granite A Joint Venture) and construction of improvements began in 2012. As part of the project, the Ames-Granite JV team solicited input from the City regarding any betterments or projects that should be done in conjunction with their work. Priority projects were identified by City Staff and included widening of the Promenade Bridge and aesthetic enhancements to the new Sheridan Boulevard Bridge.

An additional priority project identified by City Staff included replacement of the sewer under US36 adjacent to Federal Boulevard. As such, Staff negotiated a scope and competitive fee with Ames-Granite JV for this work. Formally incorporating this work into the CDOT project requires the City to implement a utility relocation Work Order in accordance with the City/CDOT Utility Relocation Agreement executed in September 2011. The negotiated costs are within the 2013 budget appropriated for this priority project and no new funds are requested. Staff believes that executing this Work Order is in the best interest of the City for a number of reasons, including:

1. Retaining Ames-Granite JV through CDOT's contract with them will streamline the installation of this important sewer replacement;
2. Their project team is intimately familiar with the improvements needed and has, and will be, performing other similar work along the US36 corridor;
3. Their team has the permitting, design and construction programs in place to expedite completion of the project; and
4. The negotiated cost for this work is competitive and within the adopted project budget.

It is currently anticipated that the construction of the new sewer will commence in the third quarter of 2013 and will continue through the remainder of the year.

City Council action on this item addresses three Strategic Plan Goals: Safe and Secure Community, Vibrant Neighborhoods In One Livable Community and Beautiful and Environmentally Sensitive City.

Respectfully submitted,

Stephen P. Smithers  
Acting City Manager



Agenda Memorandum

City Council Meeting  
March 18, 2013



**SUBJECT:** RTD FasTracks/Jim Baker Reservoir Intergovernmental Agreement

**Prepared By:** Andy Walsh, Senior Engineer, Utilities Planning and Engineering  
Stephen Grooters, Senior Projects Engineer, Utilities Planning and Engineering  
Jane Greenfield, Assistant City Attorney II

**Recommended City Council Action**

Authorize the Mayor and City Manager to execute the Jim Baker Reservoir Intergovernmental Agreement in substantially the same form as the attached agreement and authorize the City Manager to convey a small portion of the Jim Baker Reservoir property, along with several temporary and permanent easements, to the Regional Transportation District for the purposes of constructing, locating and maintaining this portion of the Regional Transportation District’s FasTracks Gold Line project.

**Summary Statement**

- A portion of the Regional Transportation District (RTD) FasTracks project, known as the Gold Line, extends from Denver Union Station to Wheat Ridge.
- This segment runs adjacent to the southern portion of the City of Westminster’s Jim Baker Reservoir (JBR) property. This area is generally located between Tennyson Street and Lowell Boulevard, near 60<sup>th</sup> Avenue and is shown on the attached map.
- RTD’s project requires acquisition of a small piece of land along the southern portion of JBR property as well as easements for construction, operations and maintenance. The City and RTD have negotiated a price of \$3.50/sq.ft. for the land being acquired in fee, and the City is reserving an easement therein to maintain certain facilities associated with the reservoir.
- City Staff worked with RTD to develop an Intergovernmental Agreement (IGA) to address RTD’s property acquisition needs and the other impacts that result from RTD’s project including: 1) Maintaining the City’s access to existing infrastructure; 2) Preserving the ability to expand the reservoir volume in the future; and 3) Maintaining the terms of the City’s existing Intergovernmental Recreation Agreement with Adams County.
- As final detailed design plans are outstanding, this IGA preserves the City’s ability to review and approve any elements of RTD’s project that is located on or materially impacts the City’s reservoir.

**Expenditure Required:** \$0

**Source of Funds:** N/A

## **Policy Issues**

Should City Council authorize the Mayor and the City Manager to sign an IGA with the Regional Transportation District as part of implementation and construction of the FasTracks Project? Furthermore, should the City Council authorize the City Manager to convey a portion of the Jim Baker Reservoir property and various easements thereon that are necessary for the FasTracks project?

## **Alternatives**

1. City Council could choose to decline entering into an IGA with RTD.
2. City Council could choose to request revisions to the IGA.

These alternatives are not recommended as the IGA helps protect the interests of the City, avoids the uncertainties inevitable with the condemnation process, and was prepared through a lengthy mutual negotiation process.

## **Background Information**

A multimodal public transportation expansion plan, known as the FasTracks Eagle P3 Project, was adopted by the Regional Transportation District's (RTD's) Board of Directors and approved by voters on November 2, 2004. This plan was also approved by the Denver Regional Council of Governments. The plan includes expanding public transportation including light rail and commuter rail services throughout the Denver Metro area. Two current portions of the FasTracks projects that the City of Westminster has been working with RTD include:

1. A portion in south Westminster at the proposed commuter rail Westminster Station.
2. A portion located one-mile south of the City limit adjacent to the City-owned Jim Baker Reservoir (JBR) property. This area is located between Tennyson Street and Lowell Boulevard (refer to the attached vicinity map) and is along the portion of RTD's project known as the Gold Line Segment. This segment of the FasTracks project travels from Denver through Adams County, Arvada, and terminates in Wheat Ridge.

Issues related to the commuter rail Westminster Station area were handled through the IGA with the Regional Transportation District regarding the Westminster FasTracks Station was executed June 26, 2012. Issues related to the JBR area have been negotiated with RTD in a separate IGA as presented herein. The IGA related to the JBR area is necessary to promote the success of the FasTracks project and addresses various impacts the project has on the City's property and infrastructure. Key issues that the IGA addresses include:

1. Mitigating impacts to existing JBR infrastructure and their access;
2. Preserving the City's ability for future expansion of JBR;
3. Maintaining historic storm drainage currently routed through the JBR site;
4. RTD's acquisition of a small piece of land along the southern boarder of the JBR property (approximately 0.44 acres); and
5. RTD's acquisition of easements necessary for RTD to construct and maintain their project improvements.

The Utilities Planning and Engineering Division and the City Attorney's Office have been involved with extended negotiations with RTD staff to develop and negotiate an Intergovernmental Agreement (IGA) that addresses the impacts of RTD's proposed project. Adams County is also a party to the proposed agreement due to their involvement with the current Jim Baker Reservoir Intergovernmental Recreation Agreement. It is also important to note that the IGA establishes the guidelines for how City property will be transferred to RTD, including a commitment to sell the City's land at a value of \$3.50/sq. ft. for the land and to convey easements without cost. It is also important to note that FasTracks infrastructure that impacts JBR remains subject to City reviews, approvals and inspections.

Executing the Jim Baker Reservoir Intergovernmental Agreement will help facilitate the RTD FasTracks project and help the City and neighboring communities meet future transportation needs. This serves City Council's Strategic Plan goals of providing a "Safe and Secure Community" and "Vibrant Neighborhoods In One Livable Community."

Respectfully submitted,

Stephen P. Smithers  
Acting City Manager

Attachments

- Vicinity Map of the Jim Baker Reservoir
- City-RTD Gold Line Corridor Intergovernmental Agreement re Jim Baker Reservoir



VICINITY MAP OF JIM BAKER RESERVOIR

**CITY OF WESTMINSTER-RTD  
GOLD LINE CORRIDOR  
INTERGOVERNMENTAL AGREEMENT  
RE JIM BAKER RESERVOIR**

THIS JIM BAKER RESERVOIR INTERGOVERNMENTAL AGREEMENT (this “IGA”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013 (the “Effective Date”) by and between the **CITY OF WESTMINSTER** (“City”), a home-rule municipal corporation of the State of Colorado organized pursuant to Article XX of the Colorado Constitution, and the **REGIONAL TRANSPORTATION DISTRICT** (“RTD”), a political subdivision of the State of Colorado organized pursuant to the Regional Transportation District Act, C.R.S. 32-9-101, *et seq.* The City and RTD may hereinafter be referred to individually as a “Party” and collectively as the “Parties.”

**RECITALS**

- A.** RTD is statutorily authorized to develop, maintain, and operate a mass transportation system for the benefit of the inhabitants of its District.
- B.** The City is authorized by its Charter and RTD is authorized by its enabling statute to enter into this IGA.
- C.** Pursuant to the Colorado Constitution, Article XIV, Section 18(2)(a), and C.R.S. 29-1-201, *et seq.* the Parties may cooperate or contract with each other to provide any function, service or facility lawfully authorized to each, and any such contract may provide for sharing of costs.
- D.** RTD is authorized to implement the multimodal public transportation expansion plan that was adopted by RTD’s Board of Directors (“Board”), approved by voters on November 2, 2004, and approved by the Denver Regional Council of Governments as per the requirements of C.R.S. 32-9-107.7 (“FasTracks Plan”).
- E.** RTD and Denver Transit Partners, LLC (“DTP” or the “Concessionaire”) entered into a Concession and Lease Agreement on July 9, 2010 (as amended, the “Concessionaire Agreement”), pursuant to which the Concessionaire is to design, construct, operate and maintain, among other elements of the FasTracks Plan, the Gold Line Corridor (the “Gold Line”).
- F.** The Gold Line, more fully described in the Gold Line Final Environmental Impact Statement (“FEIS”), dated August 21, 2009, and the Gold Line Record of Decision (“ROD”), dated November 2, 2009 consists of commuter rail transit (“CRT”) connecting Denver Union Station in Denver with Arvada and Wheat Ridge, and the City supports RTD’s efforts to design and construct the Gold Line and has agreed to cooperate with RTD in regard to these efforts.

**G.** The Concessionaire will construct the Gold Line immediately adjacent to the south side of the Jim Baker Reservoir (“JBR”), which is owned by the City and located in Adams County, substantially as depicted in **Exhibit A**.

**H.** RTD requires certain property interests, including temporary construction easements, in the City’s JBR property in order to implement the Project, hereinafter defined, and the City has agreed to convey such property interests to RTD.

**I.** The Parties intend to set out their respective obligations regarding the City’s conveyance of property in this IGA.

**J.** JBR is currently the subject of a Recreation Intergovernmental Agreement (“Recreation IGA”) between the City and Adams County governing the use of the facility for recreational purposes, and certain rights of Adams County under said Recreation IGA may be affected by the terms and conditions of this IGA.

**K.** A Perimeter Drain, hereinafter defined, was installed during the construction of the JBR to regulate groundwater levels surrounding the JBR site.

**L.** The location of the Transit System Elements, hereinafter defined, near the Perimeter Drain will affect access to the Perimeter Drain for operations and maintenance.

**M.** Since early 2011, RTD and the City have been working jointly to develop Project alternatives to address impacts to the Perimeter Drain, which alternatives considered feasibility, accessibility, costs, and construction schedule effects.

**N.** RTD and its team of engineers developed and delivered to the City a matrix of alternatives to address access and operations of the Perimeter Drain system as reported in Aconex transmittal dated September 12, 2011 [Aconex #FHDR-INFML-000919]. The City, in conjunction with its consultant Deere & Ault Consultants Inc., also conducted a brief independent review of potential alternatives to accommodate the Project and delivered to RTD a report dated October 13, 2011 (“Deere & Ault Report”); having reviewed the menu of alternatives, the Parties intend to set out their respective rights and obligations as to the Perimeter Drain.

**O.** Subject to approval by the State Engineer Office (“SEO”), the City intends to enlarge JBR and its embankment, at a future as yet undefined date, and the Parties intend to set out their respective rights and obligations as to the City’s future plans for JBR.

**P.** The Parties have determined the necessity for this IGA concerning the rights and obligations of the Parties with respect to the Reservoir and the JBR Property.

## AGREEMENT

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

### 1. GENERAL.

**1.1 Recitals.** The recitals set forth above are incorporated herein by this reference.

**1.2 Purpose.** The purpose of this IGA is to set forth the rights, duties, intentions and obligations of the City and RTD with respect to the implementation of the Project and its impacts on the Reservoir and the JBR Property. The City and RTD agree that each will fully cooperate and coordinate with the other in all such activities that are covered by this IGA.

**1.3 Scope of the Agreement.** This Agreement concerns the rights, duties, intentions and obligations of the City and RTD with respect to the implementation of the Project and its impacts on the Reservoir and the JBR Property. The Parties have entered into other agreements, which are not affected by this Agreement, including the following:

**a. Utility Relocation Agreement.** The Parties agree that the raw water line at Tennyson shall be governed by the Utility Relocation Agreement (“URA”), which otherwise shall not apply to the scope of this IGA, except as specifically provided herein.

**b. Kershaw Ditch Agreement.** The Parties agree that any improvements, impacts, or relocation of the Kershaw Ditch shall be governed by a subsequent agreement between RTD and the Kershaw Ditch Company.

**c. Water Way License.** The Parties agree that nothing in this Agreement constitutes a waiver or amendment to the Water Way License dated September 28, 1990, between the City and the Denver & Rio Grande Western Railroad Company as prior owner of the RTD right of way.

**1.4 Definitions.** Capitalized terms shall have the meanings prescribed to them in this IGA. In addition, the following capitalized terms shall have the meanings set out below.

**a. Access Road** means the service road located on property owned by the City that provides access from Tennyson Street and Lowell Boulevard around the Reservoir, as depicted in **Exhibit C**.

**b. Board** means the RTD Board of Directors.

**c. City Council** means the Westminster City Council.

**d. City Design Standards** means the Municipal Code, Standards and Specifications for the Design and Construction of Public Improvements, and other standard practices followed by the City.

e. **Concept Study** means the study prepared by AECOM dated November 20, 2012, that considers the potential adverse impacts of the Property to the Reservoir Enlargement including a determination of maximum volume available for the Reservoir Enlargement caused by the City's conveyance of the Parcels.

f. **JBR Property** means the Reservoir property owned by the City adjacent to the Project Property as depicted in Exhibit A.

g. **Law** means laws, regulations, orders, codes, directives, permits, approvals, decisions, decrees, ordinances or by-laws having the force of law and any common or civil law, including any amendment, extension or re-enactment of any of the same, and all other instruments, orders and regulations made pursuant to statute.

h. **Perimeter Drain** means that portion of the perimeter drain line located on the south side of the Reservoir that lies approximately ten feet south of an existing slurry wall, all as generally depicted in **Exhibit B**.

i. The **Project** means that portion of the RTD FasTracks Gold Line project in the vicinity of the JBR property between Lowell Boulevard and Tennyson Street, as depicted on the right-of-way plans, attached hereto as Exhibit A.

j. **Project Property** means the land, spaces and surfaces owned or controlled by RTD (including the Concessionaire) that are necessary for operation and maintenance of the Project.

k. **Recreation IGA** means the intergovernmental agreement between the City and Adams County, dated May 20, 1996.

l. **Reservoir** or **JBR** means the Jim Baker Reservoir, located in Adams County and owned by the City.

m. **Reservoir Enlargement** means the City's plans to enlarge the JBR consistent with the original designs for the Reservoir prepared for the City by Rocky Mountain Consultants, Inc., dated April 1993.

n. **RTD Design Requirements** means the Gold Line Plans, the FEIS, the ROD, DTP Design Basis Manual, RTD Design Criteria Manual, and applicable provisions of Attachment 7 (*Design, Construction and Rolling Stock Requirements*) and Attachment 19 (*Concessionaire's Proposal*) to the Concession Agreement.

o. **Transit System Element** means a Project element that is critical for commuter rail transit system operation and compliance with the FEIS, ROD and/or Federal Railway Administration ("FRA") requirements, including, without limitation, the overhead contact system and supporting appurtenances, trackwork, prefabricated traction power substations, prefabricated signal houses, prefabricated communications houses, noise and ballast walls, and station platform.

o. **URA** means that certain utility relocation agreement entered into between the parties in June 2011.

### **1.5 Order of Precedence.**

a. In the event of any conflict between the terms or provisions of applicable Law, the IGA and the RTD Design Requirements, the order of precedence (in order from highest to lowest, where the terms or provisions of a higher precedence document shall govern in the event of a conflict with a lower precedence document) shall be as follows:

- i. applicable federal and state law, including the FEIS and the ROD;
- ii. this IGA;
- iii. the exhibits to this IGA;
- iv. applicable local and municipal law; and
- v. RTD Design Requirements and City Design Standards, if applicable.

b. In the event of any conflict, ambiguity or inconsistency between or among any of the terms or provisions within this IGA, or between two or more documents having the same precedence under this Section, the most stringent requirement shall take precedence.

**1.6 Exhibits.** The following exhibits are attached hereto and incorporated herein by this reference:

Exhibit A	Right of Way Plans
Exhibit A-1	Depiction of Parcel GL-10A
Exhibit A-2	Depiction of Reserved Easement Areas
Exhibit A-3	Depiction of Easement Area (Storm Drain Pipe)
Exhibit A-4	Depiction of Easement Area (Maintenance and Access)
Exhibit B	Perimeter Drain and Slurry Wall Location
Exhibit C	Location Map of Jim Baker Reservoir
Exhibit D	Manhole Locations
Exhibit E	Form of the Permanent Easement for Storm Drain Pipe
Exhibit F	Form of Permanent Easement for Maintenance and Access
Exhibit F-1	Legal Description for Maintenance and Access Easement
Exhibit G	Form of the Temporary Construction Easement (DTP)
Exhibit G-1	Depiction of the Temporary Construction Easement Area (DTP)

Exhibit H	Form of the Temporary Construction Easement (RTD)
Exhibit H-1	Depiction of the Temporary Construction Easement Area (RTD)
Exhibit I	Form of Special Warranty Deed with Reservation of Easement
Exhibit I-1	Legal Description for Parcel GL-10A
Exhibit I-2	Legal Description for Reserved Easement PE-1
Exhibit I-3	Legal Description for Reserved Easement PE-2
Exhibit I-4	Legal Description for Reserved Easement PE-3
Exhibit J	[ <i>THERE IS NO EXHIBIT J</i> ]
Exhibit K	Aerial Depiction of JBR Outlet Works
Exhibit L	License and Right of Entry

## **2. COORDINATION WITH THIRD PARTIES.**

**2.1 Concessionaire and Other Contractors.** The City agrees to coordinate and cooperate with the Concessionaire and all other RTD consultants, contractors and subcontractors and each of their respective consultants, contractors and subcontractors (collectively, “Contractors”) concerning the performance of RTD’s obligations hereunder and agrees to coordinate its efforts with the Contractors and RTD, as appropriate. The City acknowledges that RTD can and will delegate to the Contractors the duty to perform certain of RTD’s obligations hereunder.

**2.2 Concessionaire Duties.** The Concessionaire may perform any or all of RTD’s obligations under this IGA including without limitation, the design and construction of the Project; coordination with the City for exchange and approval of design plans, specifications, design criteria, and traffic control plans, as described herein; interfacing of construction schedules with the City, as necessary; application for applicable City permits; coordination of City construction inspections; coordination of relocation of any City-owned utilities in conflict with the Project; coordination of traffic control plans; and operation and maintenance of the Project, during and after completion.

## **3. GENERAL DESIGN CRITERIA.**

**3.1 Applicable Law.** The Project design and construction shall comply with state and federal law, including Federal Railroad Administration (“FRA”) Track Safety Standards, and will incorporate any mitigation described in the ROD.

**3.2 Design Criteria.** RTD will design and construct the Project based upon RTD Design Requirements. A copy of the RTD Design Requirements, and all other related design criteria shall be provided by RTD to the City, if requested by the City. Notwithstanding anything to the contrary in this IGA or the Utility Relocation Agreement, RTD will design any elements

of the Project or Project-related improvements that will be owned and maintained by the City according to the City Design Standards, unless a variance is granted by the City. Upon request by RTD, the City shall provide RTD with written copies of the design and construction criteria and standards currently being utilized by the City (“City Design Standards”). Any updates and amendments to the design criteria referenced herein that are in existence prior to final Project design shall be provided to the other Party in a timely manner.

### **3.3 Design Review and Approval.**

**a. Design Review.** RTD or the Concessionaire shall provide the City with Project design plans and specifications prior to the conclusion of final design of any element of the Project adjacent to or located upon the JBR Property, including the reconfigured outlet ditch east of Lowell Boulevard and the Tennyson storm drainage improvements. To the extent not already provided, the City shall have twenty-one (21) calendar days to submit review comments thereon. Design change notices, when required, will be submitted to the City.

**b. Design Approval.** The City shall have final design approval only for an element of the Project constructed on the JBR Property. For any elements of the Project adjacent to the JBR Property, the City shall have final design approval only for an element of the Project that has a “Material Adverse Impact to the JBR Property”. A “Material Adverse Impact to the JBR Property”, as that term is used in this Section 3.3, shall be determined as follows. There is a Material Adverse Impact to the JBR Property if the City demonstrates that a Project element reasonably could adversely impact either (i) the stability of the existing Reservoir embankment, (ii) the function of the Perimeter Drain, or any other circumstance whereby the City demonstrates by reasonable evidence that the Project has a Material Adverse Impact on the JBR Property. The City does not have final design approval concerning the following Project elements not on the JBR Property: rail, ties, OCS poles (except for the OCS foundation from Station 310+00 to Station 319+00), signals and systems elements, drainage elements and emergency egress facilities that do not outfall onto JBR property, landscaping, paving, crossing panels, and aesthetics of walls. Failure by the City to submit timely comments shall constitute approval. In the event of an objection by the City to any design plans or specifications for which it has final design approval in accordance with this Section 3.3, the Parties shall meet in a timely manner and in good faith to resolve the objection. In any event, if resolution is not reached within thirty (30) days of the City’s notice of objection, the dispute shall be escalated in accordance with Section 12 herein. The City’s review and approvals shall not be unreasonably withheld, conditioned or delayed.

**3.4 Costs of Review.** To partially offset the City’s costs of its consultant’s review of plans and inspection of work as described in Section 5.3 below, RTD shall pay to the City the sum of fifty thousand dollars (\$50,000.00), one-half to be paid upon approval of final design plans in accordance with Section 3.3 and one-half upon Final Acceptance. Final Acceptance, as that term is used in this Section 3.4, shall mean written notice of acceptance of (i) all work performed on the JBR Property and (ii) all work performed adjacent to the JBR Property that has a Material Adverse Impact on the JBR Property, as defined in Section 3.3.

**4. PERMITTING PROCESS.** RTD or the Concessionaire shall pay for all applicable non-City permits necessary for construction, operation and maintenance of the Project, in

accordance with RTD's intergovernmental agreement with Adams County. Although the City does not anticipate having any permitting authority on the JBR property, any elements of the Project that are approved by the City pursuant to Section 3.3 shall not be constructed until the City has provided such approval and, upon City approval, RTD shall have the right to commence construction on such elements without further review or documentation provided the plans have not changed from those reviewed by the City, if applicable. The City shall support the timely review and approval by Adams County of any Project design plans and specifications reviewed by the City pursuant to Section 3.3 or any other provision of this IGA.

## **5. CONSTRUCTION AND FIELD ENGINEERING; REVIEW AND INSPECTION.**

**5.1 Schedule.** In order to avoid interruption to the operations and functions of JBR, many of which are of a seasonal nature, RTD or the Concessionaire will provide regular construction schedule updates and meet with the City's representatives sufficiently in advance of Project's commencement for the purpose of coordinating its work schedule with the City's to make best efforts to avoid interruptions to the operations and functions of JBR.

**5.2 Start Work.** For any improvements on the JBR Property or adjacent to the JBR Property, RTD shall notify the City in writing fourteen (14) calendar days prior to the date for the start of work, provide the City with a proposed construction schedule, and invite the City to any pre-construction conferences, except for work requiring short-term notice in which case RTD or its Contractor will provide notice as soon as possible.

**5.3 Inspection.** For any improvements on the JBR Property or adjacent to the JBR Property that have a Material Adverse Impact to the JBR Property, as that term is defined in Section 3.3, the City may have an inspector present in the construction area whenever construction activities are being performed and such inspections shall be consistent with industry standards. To facilitate orderly inspections and prevent the need for dual inspections, the City will coordinate its inspections with RTD or the Concessionaire except that RTD or the Concessionaire shall not be required to delay any construction activity to accommodate availability of the City's inspector if RTD or the Concessionaire has provided the City's inspectors with a reasonable opportunity to attend an inspection. City inspectors will be required to adhere to all RTD and Concessionaire safety requirements. The City shall not give direction to the Concessionaire and any direction shall be provided through the RTD project liaison or assignee, except that the City or its inspectors may communicate directly with the Concessionaire in those emergency circumstances where it is necessary to prevent an imminent adverse impact to JBR property or improvements.

**5.4 Business and Resident Interruption.** Before and during construction, RTD shall provide public information support, including conducting stakeholder briefings, preparation of information in response to media requests, and notification to the public of upcoming work by signage, flyers, notices, and regular construction updates, copies of which shall be provided to the City. RTD will work cooperatively with the City to minimize disruptions to local business and residential activities and will submit construction work schedules in advance of construction.

## **6. FINAL INSPECTION AND ACCEPTANCE.**

**6.1 Notice.** RTD shall inform the City when any elements of the Project on the JBR Property or adjacent to the JBR Property and having a Material Adverse Impact on the JBR Property, as defined in Section 3.3, have been completed and are ready for inspection and final acceptance.

**6.2 As-Built Drawings.** RTD shall provide as-built drawings and specifications for any improvements on the JBR Property or adjacent to the JBR Property and having a Material Adverse Impact on the JBR Property, as defined in Section 3.3. Additionally, RTD shall provide as-built drawings for any elements of the Project that are requested by the City after Project completion.

**6.3 Warranty.** RTD shall assign all warranties for any improvements on the JBR Property that are to be owned and maintained by the City.

**6.4 Corrective Work.** RTD shall be responsible for directing its Contractor to perform corrective work for purposes of adherence to the final design plans approved by the City for those elements for which RTD has given notice as set out in Section 6.1, provided the City shall give such direction in writing and shall provide a copy to RTD. Once the corrective work is complete, RTD shall notify the City and the City shall have fourteen (14) calendar days to give written notice of acceptance or rejection of the applicable work. If the City does not accept or reject the corrective work within such fourteen day period, such work shall be deemed accepted by the City.

**7. PROPERTY TRANSFERS.** The Parties agree to convey the following property rights.

**7.1 Parcels.** The City shall convey to RTD a fee interest in Parcel GL 10A, substantially as depicted on **Exhibit A-1** and in accordance with the legal description in **Exhibit I-1** (the "Parcel"), reserving for itself an easement for the use of and access to those Manholes and Perimeter Drain located on the Parcel as depicted on **Exhibit A-2** and as legally described in **Exhibits I-2, I-3 and I-4**. No later than sixty (60) calendar days after completion of final design, RTD shall, at its sole cost, provide revised legal descriptions, if necessary, and pay the City the agreed-upon value of the Parcel in an amount equal to \$3.50/sq. ft., currently estimated to be \$67,746.00. No later than five (5) calendar days after the City's receipt of payment for the value of the Parcel, the City shall convey the Parcel via a special warranty deed substantially in the form attached hereto as **Exhibit I** to RTD.

**7.2 Permanent Easement Agreements.**

**a. Storm Drain Pipe Easement.** The City shall convey to RTD a non-exclusive, permanent easement in the location substantially as depicted on **Exhibit A-3** for the purpose of constructing, installing, and maintaining a storm drainage pipe across City-owned property on the JBR Property ("Storm Drain Pipe Easement"). RTD shall, at its sole cost, provide a legal description for the Storm Drain Pipe Easement no later than sixty (60) calendar days after RTD's completion of final design. No later than thirty calendar (30) days after receipt of the legal descriptions, the City shall convey the Storm Drain Pipe Easement to RTD substantially in the form attached hereto as **Exhibit E**.

**b. Maintenance and Access Easement.** The City shall convey to RTD a non-exclusive, permanent easement in the location substantially as depicted on **Exhibit A-4** and in accordance with the legal description in **Exhibit F-1** for the purpose of constructing, accessing and maintaining RTD infrastructure (“Maintenance and Access Easement”). No later than thirty (30) calendar days after completion of final design, the City shall convey the Maintenance and Access Easement to RTD substantially in the form attached hereto as **Exhibit F**.

**c. Additional Access Rights.** If any needed access rights have not been included in the easements granted herein, the Parties agree to enter into an access rights agreement prior to commencement of the operation of the Gold Line.

**7.3 License and Right of Entry.** To the extent not otherwise granted, the City will grant RTD an irrevocable, non-exclusive license and right of entry, in the form attached hereto as **Exhibit L**, on City-owned property for purposes of providing vehicle and pedestrian access to the Storm Drain Pipe Easement and Maintenance and Access Easement areas.

**7.4 Temporary Construction Easements.** The City will provide to the Concessionaire (or its subcontractor), at no cost to the Concessionaire, a temporary construction easement, the form of which is attached hereto as **Exhibit G**, on the JBR Property in the location that is depicted in **Exhibit G-1** for purposes of staging and construction as necessary to complete the Project (“TCE”). The TCE shall provide that the Concessionaire must maintain access for the City to the JBR Property so that, with advance notice, normal dam operations and maintenance, including access for heavy equipment, can continue. In addition, if necessary, the City will provide to RTD (or its subcontractor), at no cost to RTD, a temporary construction easement, the form of which is attached hereto as **Exhibit H**, on JBR Property as depicted on **Exhibit H-1**, for purposes of installing certain manholes and for performing the video inspections as set forth in Section 8.1.a, below.

## **8. Perimeter Drain.**

### **8.1 Project Impacts on the Perimeter Drain.**

**a. Video Inspections.** RTD, its Concessionaire or agent shall perform three video inspections of the Perimeter Drain. The first video inspection shall occur prior to commencement of construction of the Project and prior to commencement of the construction of the Manholes, if applicable. The second video inspection shall occur during the final inspection and prior to acceptance of the Project. The third video inspection shall occur approximately one year following the second video inspection. A copy of any report or video product that RTD obtains associated with the video inspections shall be provided to the City within ten (10) business days following RTD’s receipt of the report or video.

**b. RTD Responsibility for the Near-Term Repair or Replacement of the Perimeter Drain.** If the second and third video inspections establish no material change in the condition of the Perimeter Drain as established by the first video inspection, then, except as provided in Section 8.3, RTD shall have no responsibility to repair or replace the Perimeter Drain. If the video inspections establish a material change in the condition of the Perimeter Drain between the first video inspection, on the one hand, and the second or third video inspections, on

the other hand, RTD shall repair or replace the portions of the Perimeter Drain that were affected by the Project's construction to the extent necessary for the continued functional use of the Perimeter Drain.

**c. Property Damage Caused by Failure of the Perimeter Drain.** In the event of failure of the Perimeter Drain that causes property damage to the City or others, RTD shall have no responsibility for any property damage that would have taken place regardless of RTD's Project. In the event of a failure of the Perimeter Drain that causes incremental property damage to the City or others either (i) as a direct result of the Project's impacts or (ii) as a result of the City's inability to expeditiously access the Perimeter Drain for repair as a direct result of the existence of the Project's elements relative to the Perimeter Drain's location, RTD shall, to the extent permitted by law, indemnify, save, and hold harmless the City, its Council members, employees, and agents against any and all claims, damages, liability and court awards and including costs, expenses, and attorney's fees resulting from the Project. Nothing herein shall constitute a waiver of immunity or waiver of any other limitation on any claim against or involving either Party concerning the Reservoir, the Perimeter Drain, or the Project.

## **8.2 Manholes.**

**a. Installation of Manholes.** In order to complete the videos referenced in Sec. 8.1.a. and, if necessary, to ensure continued access to the valves for repair and replacement of the Perimeter Drain, RTD or its Contractor shall install manholes on the JBR Property substantially in the location and substantially according to the specifications set out in **Exhibit D** ("Manholes") sufficient for the purpose of providing access to the Perimeter Drain valves on the south side of the Reservoir. The City shall grant RTD or its Contractor, without monetary consideration, a temporary construction easement to perform such work as provided in Section 7.4 of this IGA. Upon completion of the Project, RTD shall execute such documents as requested by the City to convey the Manholes to the City and shall assign all warranties for the Manholes to the City.

**b. Design Review and Approval for the Manholes.** To the extent that the plans and/or specifications for the Manholes materially change from that provided in **Exhibit D**, the City shall have the right to review and approve those for compliance with the terms of this IGA. RTD and/or the Concessionaire will submit the plans and/or specifications to the City clearly indicating the nature of and reason for any material change. The City shall have twenty-one (21) calendar days to provide approval or rejection of the submitted changes. Approval shall not be unreasonably withheld, conditioned or delayed; and failure by the City to comment and/or object within the timeframes provided herein shall constitute the City's acceptance of the plans and/or specifications for the Manholes. If either Party alleges that a design submittal does not comply with the requirements of this IGA or alleges that the other Party (including its Contractors) is unreasonably withholding design approval despite compliance with the requirements of this IGA, the alleging Party shall dispute such allegation, and such dispute shall be resolved, in accordance with Section 12 of this IGA. RTD shall require the Concessionaire to assist and cooperate with RTD and the City in the resolution of any such dispute.

**c. Maintenance and Replacement of the Manholes.** RTD shall be responsible for replacing the Manholes to the extent that such replacement is necessary to protect

the integrity of RTD's rail infrastructure or the structural integrity of the Manholes. RTD will not be responsible for damage directly caused by the City's actions. The City will maintain the Manholes and appurtenant infrastructure in accordance with its own standards. The Parties agree to regularly communicate and share information about the condition of the Manholes.

### **8.3 Operations and Maintenance of the Perimeter Drain.**

**a. Operations and Maintenance.** The City and/or its agents shall own, operate, maintain and clean the Perimeter Drain, including without limitation any segment thereof, in accordance with generally accepted industry standards, and RTD shall have no responsibility or obligation concerning the operation, maintenance, and cleaning, except as provided herein. RTD shall be responsible for the increased costs, if any, for the operation, maintenance, and cleaning of the Perimeter Drain resulting from the City's undue difficulty or delay in gaining access to the Perimeter Drain as a result of the Project's construction as reasonably demonstrated by the City and not remedied by the Manholes.

**b. Access Permit.** If the City needs access to RTD property, including without limitation to RTD right of way, the City shall promptly notify RTD and request an access permit, which shall not be unreasonably withheld or delayed, except that access to RTD right of way shall be at times and upon conditions necessary to ensure the health, safety, and welfare of the public and RTD's and the Concessionaire's employees, to minimize service interruptions, and in compliance with other railroad requirements. The City agrees that if it intends to commence major construction or excavation adjacent to the RTD property, the City will notify RTD and RTD shall have the right to have an inspector present for such construction or excavation at RTD's cost, solely for purposes of ensuring the health, safety and welfare of the public and RTD's and the Concessionaire's employees, minimizing service interruptions, and ensuring compliance with other railroad requirements.

#### **c. Repair or Replacement.**

i. The City shall notify RTD and the Concessionaire ten (10) business days before performing any repair, replacement, or maintenance of any segment of the Perimeter Drain located on or adjacent to Project Property, or before performing any other work, such as digging, that reasonably could adversely affect those portions of the Perimeter Drain, except for emergency repairs, in which case the City shall notify RTD as soon as possible. In addition, the City shall provide RTD with an annual report summarizing all repairs and/or replacements of the Perimeter Drain, including without limitation any segment thereof, made in the previous year, and notify RTD if damage to the Perimeter Drain occurs during repair, replacement, maintenance or cleaning.

ii. RTD shall be responsible for the incremental increased costs for the repair or replacement of the Perimeter Drain directly caused by the Project; provided, however, that (i) the Parties agree that the repair or replacement is necessary for the Perimeter Drain to function for its purpose; and (ii) the Parties have determined, by a process of neutral third-party evaluation, the increased costs for the repair or replacement directly caused by the Project. If the City performs the repair and replacement of the Perimeter Drain, any payments by RTD pursuant

to this Section 8.3.c.ii. shall be paid after final inspection and acceptance of the repair and/or replacement work and provision of documentation identified herein.

**d. As-Built Drawings.** RTD shall provide as-built drawings for those elements of the Project that reasonably could impact the Perimeter Drain, within sixty (60) days of final acceptance of each element.

## **9. Impact to the Reservoir.**

### **9.1 Adverse Impact to Existing Reservoir and Vicinity.**

**a. Project Design.** RTD shall design and construct the Project so as to avoid any material adverse impacts to City-owned property adjacent to the Project. RTD shall restore any affected portions of the City's property adjacent to the Project, including landscaping, the Access Road, and other assets to equal or improved condition at the start of construction of the Project. Notwithstanding Section 3.3, RTD will provide the City with the Gold Line Issued for Construction Plans ("IFC Plans") and Drainage Report, which must demonstrate that the Project designs have no material adverse impacts to the City-owned property adjacent to the Project.

**b. Increased Drainage.** RTD shall ensure that there is no material adverse impact to the City's upstream or downstream property from storm runoff either passing through or caused by Project construction. The Parties agree that if the Project meets the standards set out in the final drainage analysis performed by FLUOR/HDR Global Design Consultants dated June 11, 2012, there will be no material adverse impact concerning raising the water surface elevation level upstream and immediately adjacent to the JBR Property, increasing inflows to JBR in the 100 year or PMF event, compromising the JBR embankment or spillway, or decreasing outflow capacity of its outlet works, unless the City reasonably demonstrates otherwise, in which case RTD will correct any material adverse impact.

**c. Reservoir Discharge.** Adverse impacts, as provided in Section 9.1.b. above, shall be limited to not degrading the City's ability to drain Reservoir discharges back to Clear Creek and minimizing increased operations and maintenance costs or restriction of access to the drainage way. To that end, during construction, RTD shall maintain the existing outlet work from the Reservoir to Clear Creek as depicted in **Exhibit K** so that it remains clear of obstructions or provide temporary substitute outlet works. If the Project's design necessitates moving the outlet ditch currently used by the City for JBR drainage, notwithstanding any agreement concerning the Kershaw Ditch, RTD will relocate the outlet ditch at no cost to the City.

**9.2 Adverse Impact to the City's Plans for the Reservoir Enlargement.** RTD has shared the Concept Study with the City. Provided that the Concept Study demonstrates that the design of the Reservoir Enlargement cannot be modified to preserve the volume capacity of the Reservoir Enlargement as specified in the enlargement plans prepared in 1993, RTD shall, in accordance with the terms of this Section 9.2, be responsible for any actual loss of capacity in volume of the Reservoir Enlargement from the maximum loss of capacity as determined by the Concept Study and the Parties shall agree on a methodology for valuing the loss of capacity in compliance with applicable law. If the Concept Study demonstrates that the design of the

Reservoir Enlargement can be modified to preserve the volume capacity of the Reservoir Enlargement, RTD shall be responsible for the incremental design costs incurred at the time that the City actually enlarges the Reservoir. RTD shall not make payments to the City pursuant to this Section 9.2 until final acceptance by the City of the Reservoir Enlargement.

### **9.3 Enlargement of the Reservoir.**

**a. Notice for Reservoir Enlargement.** The City shall give RTD at least sixty (60) calendar days' notice of any proposed plan concerning the Reservoir Enlargement that is reasonably likely to adversely affect any element of the Project including without limitation the CRT wall and related structures or any RTD Transit System Element.

**b. Design Review and Approval for Reservoir Enlargement.** RTD shall have the right to review any Reservoir Enlargement design plans and specifications at all appropriate design milestones. RTD shall have twenty-one (21) calendar days to submit comments, if applicable, to design plans and specifications. Any material change to Enlargement Project design plans and specifications shall be submitted to RTD, clearly indicating the nature of and reason for the change, for RTD's review. RTD shall have twenty-one (21) calendar days to submit comments on any such design changes. RTD shall have final design approval for any elements of the Enlargement Project that reasonably could adversely impact the Project including without limitation the CRT wall and related structures or any Transit System Element. In the event of an objection by RTD to any design plans or specifications, the Parties shall meet in a timely manner and in good faith to resolve the objection, and in accordance with Section 12 herein.

**10. CONSENT BY ADAMS COUNTY.** By its acknowledgement of this IGA, Adams County hereby consents to the use by RTD of the Access Road and agrees that, upon its review and acceptance of the Project's plan for construction and interim use of the JBR property, the City will not be in violation of its IGA with Adams County for the management and use of the Reservoir for recreation by virtue of the City's entering into this IGA with RTD.

### **11. PROJECT LIAISONS.**

**11.1 City.** The City's project liaison shall coordinate the exchange of documentation, plan review and approval, construction inspection and any other similar activities with the City required under this IGA. Westminster's Public Works Director, or the director's authorized delegate, is the City's liaison authorized to make and be responsible for City approvals required hereunder.

**11.2 RTD.** RTD's project liaison shall coordinate the exchange of documentation, plan review and approval, construction inspection and any other similar activities with RTD required under this IGA. RTD's General Manager, or duly authorized delegate, is the RTD liaison authorized to make and be responsible for RTD approvals required hereunder. In addition, upon commencement of construction of the Project, RTD shall provide to the City's liaison the local contact names and phone numbers for the Concessionaire, the BNSF Railroad and the Union Pacific Railroad.

**11.3 Notices.** Except as may be specifically required herein, all communications required by this IGA shall be made in writing, via U.S. First Class Post, e-mail or facsimile, to the following individuals (or their delegates) in addition to the project liaisons for their respective organizations:

To the City: City of Westminster  
Director of Public Works  
Att'n: Mike Smith  
4800 West 92<sup>nd</sup> Avenue  
Westminster, CO 80031  
Phone: 303 658-2193  
Email: [msmith@cityofwestminster.us](mailto:msmith@cityofwestminster.us)

Copy to: Andy Walsh, Project Liaison  
City of Westminster  
4800 West 92<sup>nd</sup> Avenue  
Westminster, CO 80031  
303 658-2563  
Email: [awalsh@cityofwestminster.us](mailto:awalsh@cityofwestminster.us)

With a copy to: Office of the City Attorney  
City of Westminster  
4800 West 92<sup>nd</sup> Avenue  
Westminster, CO 80031

To RTD: Eagle P3 Design Build Manager, Project Liaison  
Greg Straight, P.E.  
Regional Transportation District  
1670 Broadway, Suite 2700  
Denver, Colorado 80202  
Phone: (303) 299-6906  
e-mail: [greg.straight@rtd-denver.com](mailto:greg.straight@rtd-denver.com)

Rick Clarke, AGM, Capital Projects  
1560 Broadway, Suite 700  
Denver, Colorado 80202  
Phone: (303) 299-2184  
email: [rick.clarke@rtd-denver.com](mailto:rick.clarke@rtd-denver.com)

With a copy to: RTD General Counsel  
Attn: Jenifer Ross-Amato, Associate General Counsel  
1600 Blake St. BLK-23  
Denver, CO 80202  
Phone: (303) 299-2479  
E-mail: [jenifer.ross@rtd-denver.com](mailto:jenifer.ross@rtd-denver.com)

**11.4** Project liaisons may be changed, or additions made, at the discretion of each Party by written notice to the other Party.

**12. DISPUTES.** Disputes shall be initially resolved between the project liaisons. If the respective project liaisons are unable to resolve the dispute, they shall document the basis for dispute, either independently or together, and forward such information to senior management in accordance with the following escalation process: (i) RTD Deputy Assistant General Manager for Capital Programs and the City's Public Works Director, (ii) RTD's Assistant General Manager for Capital Programs and the City's Assistant City Manager, and (iii) RTD's General Manager and Westminster's City Manager.

**13. LIABILITY.**

**13.1** As between the Parties, and without either the City or RTD waiving any of the rights and protections provided under the Colorado Governmental Immunity Act, Sections 24-10-101 to 120, C.R.S., each Party hereto shall be responsible for its own negligence and that of its agents and employees in the performance of this IGA. If either Party is given notice of claim or suit against or involving the other arising from the implementation of this IGA or the design or construction of the Project, it agrees to give the other Party prompt written notice of such claim or suit. Nothing in this IGA shall be deemed or constructed as a waiver by either Party of its rights and protections under the Colorado Governmental Immunity Act, as amended.

**13.2** With respect to Concessionaire activities undertaken in connection with the Project, RTD shall require the Concessionaire to indemnify, save, and hold harmless the City, its Councilmembers, employees, and agents against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Concessionaire, or its employees, agents, subcontractors, or assignees, and arising out of the terms of this IGA to the same extent and limits to which the Concessionaire indemnifies RTD. Except as otherwise provided herein, RTD, the Concessionaire, their contractors, officers, employees, and agents shall not be held responsible for any damage to the Perimeter Drain, including without limitation any component of any segment thereof, or the Reservoir as a result of any construction, operations, maintenance or other activities performed by entities *other than* RTD, the Concessionaire, their contractors, officers, employees, and agents.

**14. APPROVAL BY CITY COUNCIL AND THE BOARD.** This IGA is expressly subject to, and shall not be or become effective or binding on the City or RTD until approved by the City Council and the Board, respectively.

**15. APPROPRIATION BY CITY COUNCIL AND THE BOARD.** This IGA does not commit any present funding by either Party. Implementation of this IGA implies future financial commitments by both Parties subject to approval by the Board and the City Council and subject to each entity's legally required budgeting, authorization, and appropriation process. Any and all obligations of the City and RTD under and pursuant to this IGA which require funding are subject to prior annual appropriations of funds expressly made by the City Council and the Board, respectively, for the purposes of this IGA. Nothing herein shall be construed by either Party as a multiple fiscal year obligation as described by Article X, Section 20 of the Colorado Constitution.

**16. NO INTERFERENCE WITH PROJECT IMPLEMENTATION.** The City will not conduct or knowingly approve any activity that would unreasonably interfere with, impact or compromise the design, construction or operations of the Project (collectively, an “Impact”). Notwithstanding the foregoing, prior to engaging in, or permitting others to engage in, any activity that may be an Impact, the City shall provide written notice to RTD of the proposed activity. RTD shall determine, in its sole discretion, if any such activity constitutes an Impact.

**17. FUTURE CROSSINGS.** Notwithstanding anything in the URA to the contrary, RTD will permit up to three (3) crossings under the CRT for future utilities or City improvements by the City without seeking compensation from the City, provided that the City complies with RTD’s other reasonable requirements including without limitation, a maximum diameter limit of sixty-eight inches (68”), and obtains all other applicable permissions.

**18. MISCELLANEOUS.**

**18.1 Merger.** This IGA represents the entire agreement between the Parties with respect to the Project and any prior agreements, understandings or negotiations shall be deemed merged herein. No representations, warranties, promises or agreements, express or implied, related to the Project shall exist between the Parties, except as stated herein.

**18.2 Amendment.** Any amendment to this IGA shall not be effective unless made in writing and executed by both Parties.

**18.3 Governing Law.** This IGA shall be interpreted and enforced according to the laws of the State of Colorado, the ordinances of the City, the applicable provisions of federal law, and the applicable rules and regulations promulgated under any of them. Venue for any action hereunder shall be in Adams County District Court, Brighton, Colorado.

**18.4 Term and Termination.** This IGA shall commence on the Effective Date and shall remain in effect until terminated in writing by the Parties or by court order. All provisions of this IGA that provide rights or create responsibilities for the Parties after termination shall survive termination of this IGA.

**18.5 Authority.** The Parties represent that each has taken all actions that are necessary or that are required by its procedures, bylaws, or applicable law to legally authorize the undersigned signatories to execute this IGA on behalf of the Parties and to bind the Parties to its terms.

**18.6 Severability.** To the extent that this IGA may be executed and performance of the obligations of the Parties may be accomplished within the intent of the IGA, the terms of the IGA are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other terms or provision hereof.

**18.7 Waiver.** The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon a subsequent breach.

**18.8 No Third Party Beneficiaries.** Except as specifically noted in Section 2.1 above, it is expressly understood and agreed that enforcement of the terms and conditions of this IGA, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this IGA shall give or allow any such claim or right of action by any other or third person under this IGA. It is the express intention of the Parties to this IGA that any person or entity other than the Parties receiving services or benefits under this IGA be deemed an incidental beneficiary only.

**18.9 Changes in Law.** This IGA is subject to such modifications as may be required by non-discriminatory changes in City, state or federal law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this IGA on the effective date of such change as if fully set forth herein.

**18.10 Independent Contractors.** The Parties hereto are independent contractors and not partners or joint venturers of one another.

**18.11 Conflict of Interest.** No officer, employee or agent of RTD, nor any member of its Board, nor any member of Congress, nor any other public official or employee of the governing body of the City of Westminster, during his or her tenure, or for one (1) year thereafter, shall have any personal pecuniary or property interest, direct or indirect, in this IGA or the proceeds hereof.

**18.12 Paragraph Headings.** The captions and headings set forth in this IGA are for convenience of reference only and shall not be construed so as to define or limit its terms and provisions.

**18.13 Counterparts.** This IGA may be executed in counterparts. Signatures on separate originals shall constitute and be of the same effect as signatures on the same original. Electronic and faxed signatures shall constitute original signatures.

**IN WITNESS WHEREOF**, the City and RTD have executed, through their respective lawfully empowered representatives, this IGA as of the day and year above written.

ATTEST:

**CITY OF WESTMINSTER**

By: \_\_\_\_\_  
City Clerk

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

APPROVED AS TO LEGAL FORM FOR  
WESTMINSTER:

RECOMMENDED AND APPROVED:

By: \_\_\_\_\_  
Jane W. Greenfield  
Assistant City Attorney

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

Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM FOR  
RTD:

**REGIONAL TRANSPORTATION  
DISTRICT**

By: \_\_\_\_\_  
Jenifer M. Ross-Amato  
Associate General Counsel

By: \_\_\_\_\_  
Phillip A. Washington  
General Manager

Date: \_\_\_\_\_

ATTEST:

**ADAMS COUNTY, COLORADO**

By: \_\_\_\_\_  
Deputy Clerk

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

**EXHIBIT A**  
**RIGHT-OF-WAY PLANS**  
*[pages to follow]*

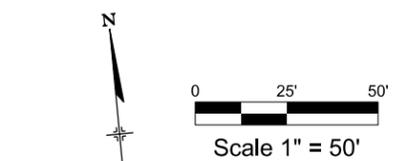
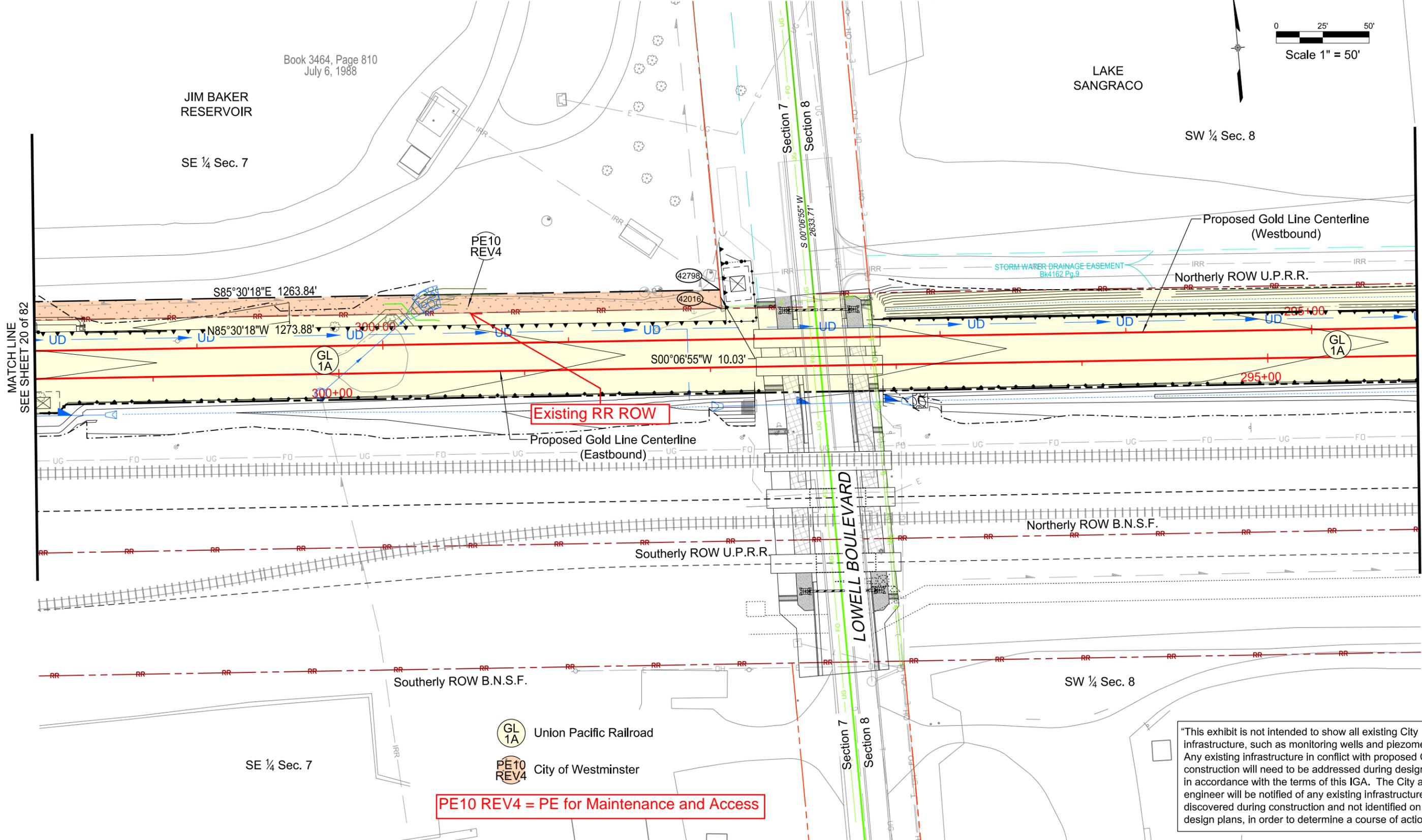
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09-25-09	RFP Release	DDH
12-17-09	Added Parcel Labels	SOO
01-10-12	Added Parcel PE-91	MAH
02-29-12	Removed Parcel PE-91	JSX
07-03-12	Added/Renumbered sheets	JSX
11-06-12	Revised Parcel PE-10	JSX

Sheet Revisions		
Date	Description	Initials
11-26-12	Revised Parcels GL-10-Rev1, GL-10A, GL-10B, PE-10-Rev1, PE-10A, PE-10B	JSX
01-11-13	Removed Parcels GL-10B-Rev1 & PE-10B	MAH
	Revised Parcel PE-10-Rev2	MAH
02-04-13	Revised Parcel PE-10-Rev3	MAH

Sheet Revisions		
Date	Description	Initials

Right of Way Plans Plan Sheets				
Project Number: 072120				
Project Location: RTD FasTracks Gold Line Corridor				
Project Location: Pecos Street to Ward Road				
Project Code:	Last Mod. Date:	Subset Sheets:	Sheet No.:	Total No. of Sheets:
	02-04-13		19	82

SE ¼ Section 7 & SW ¼ Section 8, Township 3 South, Range 68 West, 6th P.M.



**PE10 REV4 = PE for Maintenance and Access**

"This exhibit is not intended to show all existing City infrastructure, such as monitoring wells and piezometers. Any existing infrastructure in conflict with proposed CRT construction will need to be addressed during design review in accordance with the terms of this IGA. The City and the engineer will be notified of any existing infrastructure discovered during construction and not identified on the design plans, in order to determine a course of action."

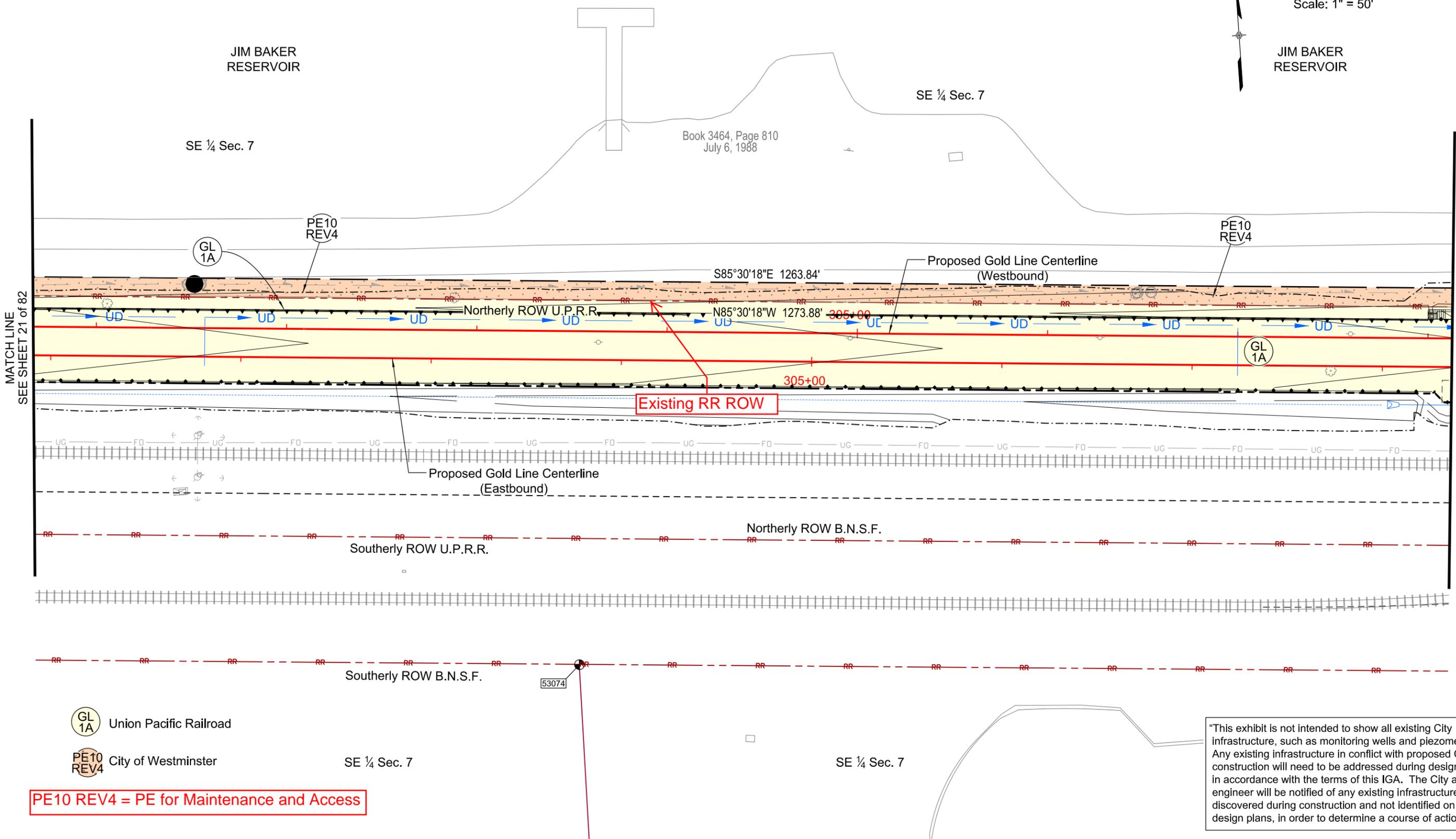
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07-03-12	Added/Renumbered sheets	JSX
11-06-12	Revised Parcel PE-10-REV1	JSX
11-26-12	Revised Parcels GL-10-Rev1, GL-10A, GL-10B, PE-10-Rev1, PE-10A, PE-10B	JSX

Sheet Revisions		
Date	Description	Initials
01-11-13	Removed Parcels GL-10B-Rev1 & PE-10B	MAH
	Revised Parcel PE-10-Rev2	MAH
02-04-13	Revised Parcel PE-10-Rev3	MAH

Sheet Revisions		
Date	Description	Initials

Right of Way Plans Plan Sheets				
Project Number: 072120				
Project Location: RTD FasTracks Gold Line Corridor				
Project Location: Pecos Street to Ward Road				
Project Code	Last Mod. Date	Subset Sheets	Sheet No.	Total No. of Sheets
	02-04-13		20	82

SE ¼ Section 7, Township 3 South, Range 68 West, 6th P.M.



- GL 1A Union Pacific Railroad
- PE10 REV4 City of Westminster

PE10 REV4 = PE for Maintenance and Access

"This exhibit is not intended to show all existing City infrastructure, such as monitoring wells and piezometers. Any existing infrastructure in conflict with proposed CRT construction will need to be addressed during design review in accordance with the terms of this IGA. The City and the engineer will be notified of any existing infrastructure discovered during construction and not identified on the design plans, in order to determine a course of action."

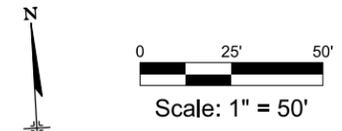
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12-17-09	Added Parcel Labels	SOO
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11-26-12	Revised Parcels GL-10-Rev1, GL-10A, GL-10B, PE-10-Rev1, PE-10A, PE-10B	JSX

Sheet Revisions		
Date	Description	Initials
01-11-13	Removed Parcels GL-10-Rev2 & PE-10B	MAH
02-04-13	Revised Parcels GL-10A-Rev1 & PE-10-Rev2	MAH
	Revised Parcel PE-10-Rev3	MAH

Sheet Revisions		
Date	Description	Initials

Right of Way Plans				
Plan Sheets				
Project Number: 072120				
Project Location: RTD FasTracks Gold Line Corridor				
Project Location: Pecos Street to Ward Road				
Project Code:	Last Mod. Date:	Subset Sheets:	Sheet No.:	Total No. of Sheets:
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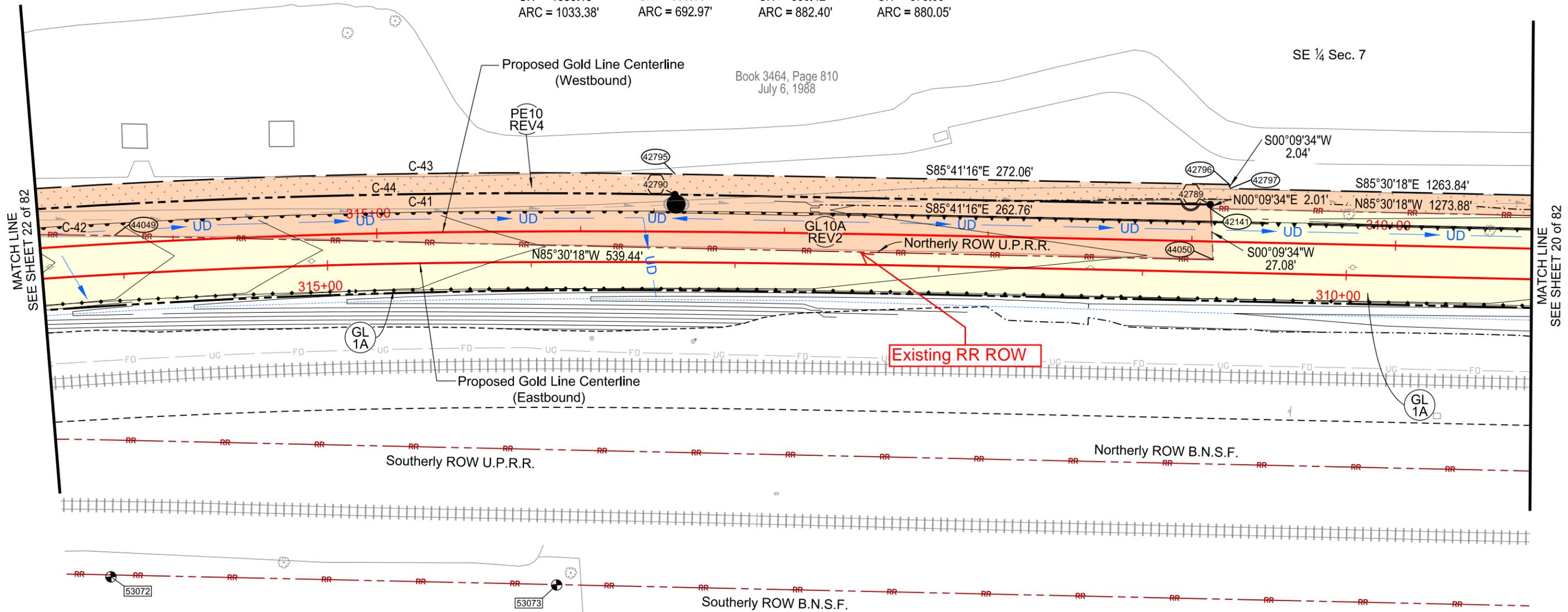
SE ¼ Section 7, Township 3 South, Range 68 West, 6th P.M.



JIM BAKER RESERVOIR

C-41 ▲ = 15°35'36" RAD = 3797.00' BRG = N86°30'56"E CH = 1030.19' ARC = 1033.38'	C-42 ▲ = 19°26'00" RAD = 2043.08' BRG = S84°46'42"W CH = 689.65' ARC = 692.97'	C-43 ▲ = 13°16'49" RAD = 3807.00' BRG = N87°40'20"E CH = 880.42' ARC = 882.40'	C-44 ▲ = 13°16'47" RAD = 3797.00' BRG = S87°40'20"W CH = 878.09' ARC = 880.05'
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JIM BAKER RESERVOIR



SE ¼ Sec. 7

GL 1A Union Pacific Railroad  
GL10A PE10 REV2 REV4 City of Westminster

SE ¼ Sec. 7

GL10A REV2 = Property RTD is acquiring from Westminster  
PE10 REV4 = PE for Maintenance and Access

"This exhibit is not intended to show all existing City infrastructure, such as monitoring wells and piezometers. Any existing infrastructure in conflict with proposed CRT construction will need to be addressed during design review in accordance with the terms of this IGA. The City and the engineer will be notified of any existing infrastructure discovered during construction and not identified on the design plans, in order to determine a course of action."

Sheet Revisions		
Date	Description	Initials
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12-17-09	Added Parcel Labels	SOO
12-01-10	Added Parcel Data	JNS
02-25-11	Removed Parcels TE-10 & PE-10A	DDH
07-03-12	Added/Renumbered sheets	JSX
11-06-12	Revised Parcel PE-10-REV1	JSX

Sheet Revisions		
Date	Description	Initials
11-26-12	Revised Parcels GL-10-Rev1, GL-10A, GI-10B, PE-10-Rev1, PE-10A, PE-10B	JSX
01-11-13	Removed Parcel GL-10-Rev2	
01-25-13	Revised Parcels GL-10A-Rev1 & PE-10-Rev2	MAH
02-04-13	Revised Parcel PE-10A-Rev1	MAH
02-04-13	Revised Parcels PE-10A-Rev2 & PE-10-Rev3	MAH
02-13-13	Revised Parcel PE-10A-Rev3	MAH

Sheet Revisions		
Date	Description	Initials

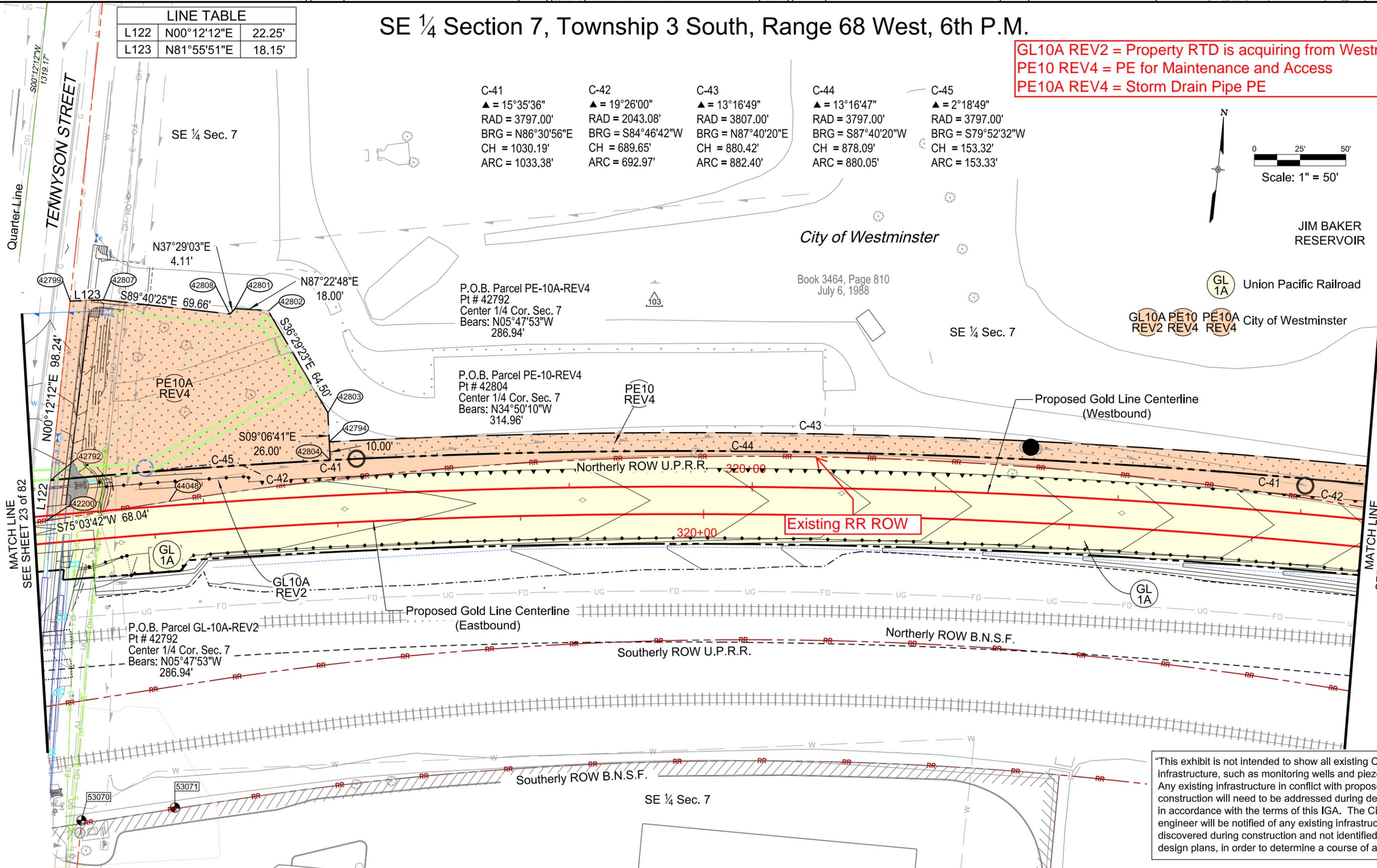
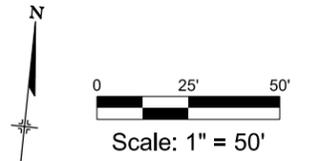
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Plan Sheets				
Project Number: 072120				
Project Location: RTD FasTracks Gold Line Corridor				
Project Location: Pecos Street to Ward Road				
Project Code:	Last Mod. Date:	Subset Sheets:	Sheet No.:	Total No. of Sheets:
	02-13-13		22	82

SE 1/4 Section 7, Township 3 South, Range 68 West, 6th P.M.

LINE TABLE		
L122	N00°12'12"E	22.25'
L123	N81°55'51"E	18.15'

GL10A REV2 = Property RTD is acquiring from Westminster  
PE10 REV4 = PE for Maintenance and Access  
PE10A REV4 = Storm Drain Pipe PE

- C-41  
▲ = 15°35'36"  
RAD = 3797.00'  
BRG = N86°30'56"E  
CH = 1030.19'  
ARC = 1033.38'
- C-42  
▲ = 19°26'00"  
RAD = 2043.08'  
BRG = S84°46'42"W  
CH = 689.65'  
ARC = 692.97'
- C-43  
▲ = 13°16'49"  
RAD = 3807.00'  
BRG = N87°40'20"E  
CH = 880.42'  
ARC = 882.40'
- C-44  
▲ = 13°16'47"  
RAD = 3797.00'  
BRG = S87°40'20"W  
CH = 878.09'  
ARC = 880.05'
- C-45  
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CH = 153.32'  
ARC = 153.33'

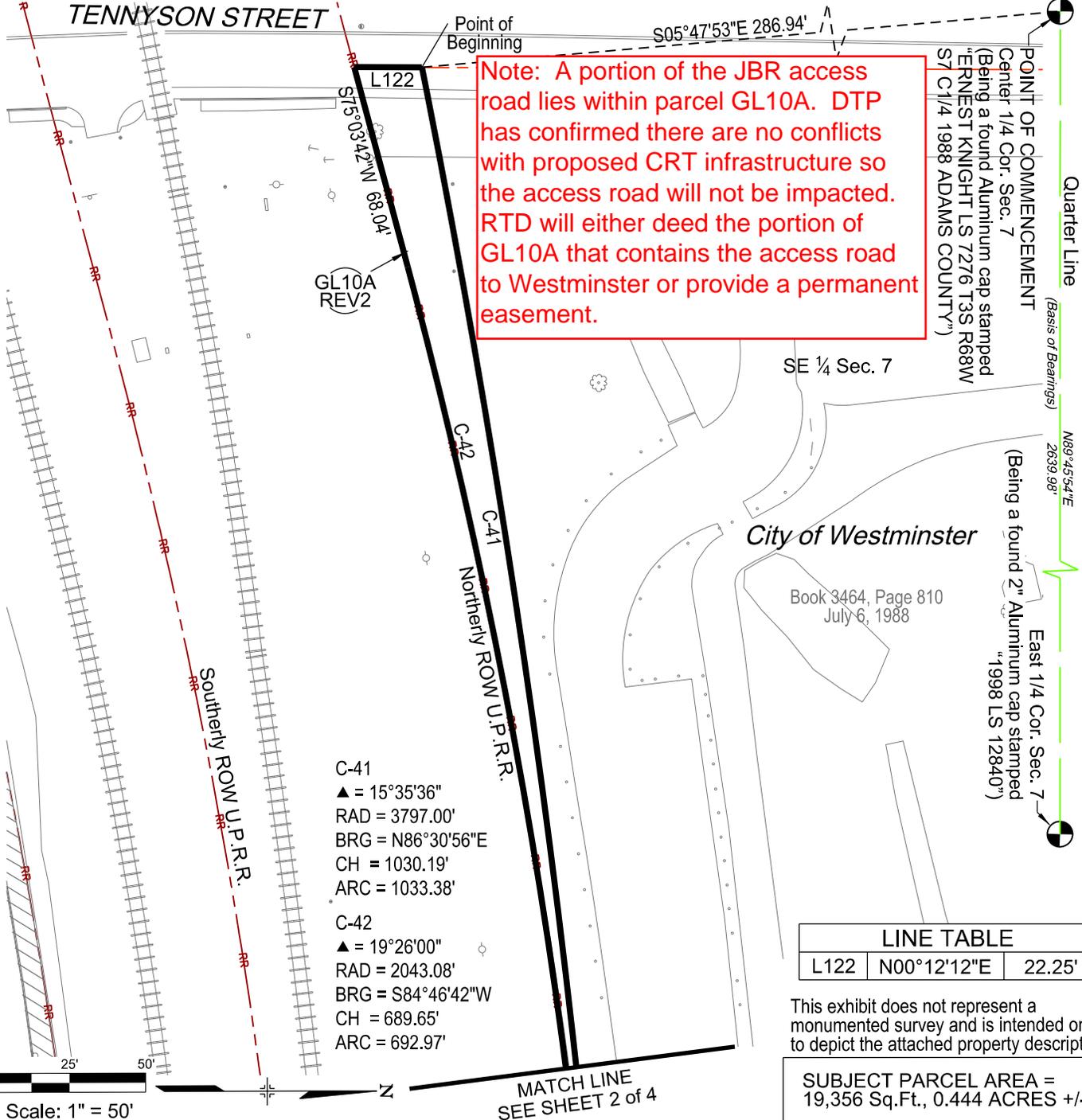


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"This exhibit is not intended to show all existing City infrastructure, such as monitoring wells and piezometers. Any existing infrastructure in conflict with proposed CRT construction will need to be addressed during design review in accordance with the terms of this IGA. The City and the engineer will be notified of any existing infrastructure discovered during construction and not identified on the design plans, in order to determine a course of action."

**EXHIBIT A-1**  
**DEPICTION OF PARCEL GL-10A**  
*[pages to follow]*

# SE 1/4 Section 7, Township 3 South, Range 68 West, 6th P.M.



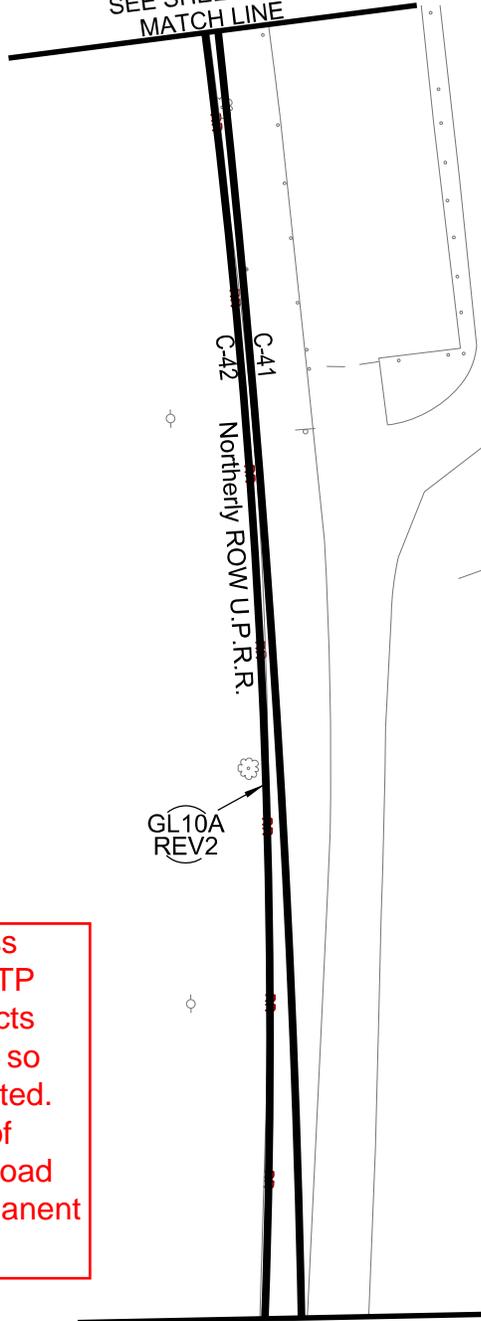
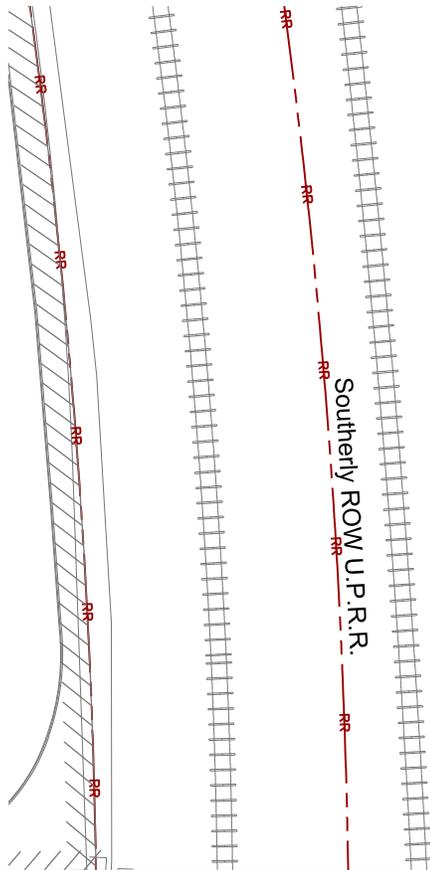
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JACOBS PROJECT NO.	WVX7413
CLIENT PROJECT NO.	072120
REVISION DESCRIPTION	
DRAWN	jam
DATE	02/11/13
SCALE	1"=50'
<b>JACOBS</b> 707 17th Street Denver, CO. 80202 (303) 820-5240 Fax (303) 820-4842	
<small>THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY JACOBS ENGINEERING GROUP INC. FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF ENGINEERING GROUP INC. SHALL BE AT THE SOLE RISK OF THE USER.</small>	

GL10A Rev2 City of Westminster, Adams County SE 1/4 Sec.7 T3S, R68W, 6th P.M.		
TITLE: City of Westminster		
REVISION:	DRAWING NO. GL-10A.dgn	SHEET NO. 1 of 4

SE 1/4 Section 7, Township 3 South, Range 68 West, 6th P.M.

SEE SHEET 1 of 4  
MATCH LINE



SE 1/4 Sec. 7

City of Westminster

Book 3464, Page 810  
July 6, 1988

C-41

▲ = 15°35'36"  
RAD = 3797.00'  
BRG = N86°30'56"E  
CH = 1030.19'  
ARC = 1033.38'

JIM BAKER  
RESERVOIR

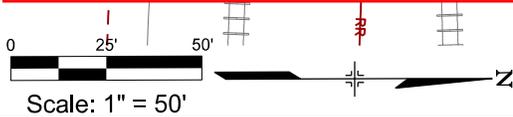
C-42

▲ = 19°26'00"  
RAD = 2043.08'  
BRG = S84°46'42"W  
CH = 689.65'  
ARC = 692.97'

This exhibit does not represent a  
monumented survey and is intended only  
to depict the attached property description.

SUBJECT PARCEL AREA =  
19,356 Sq.Ft., 0.444 ACRES +/-

Note: A portion of the JBR access road lies within parcel GL10A. DTP has confirmed there are no conflicts with proposed CRT infrastructure so the access road will not be impacted. RTD will either deed the portion of GL10A that contains the access road to Westminster or provide a permanent easement.



MATCH LINE  
SEE SHEET 3 of 4

2/12/2013 3:25:10 PM K:\072120\_Fastracks\GOLD LINE\dgns\Exhibits\Jim Baker\GL10A\GL-10A-2.dgn

JACOBS PROJECT NO.	WVX7413
CLIENT PROJECT NO.	072120
REVISION DESCRIPTION	
DRAWN jam	DATE 02/11/13 SCALE 1"=50'

**JACOBS**

707 17th Street Denver, CO. 80202

(303) 820-5240 Fax (303) 820-4842

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GL10A Rev2		
City of Westminster, Adams County		
SE 1/4 Sec.7 T3S, R68W, 6th P.M.		
TITLE: City of Westminster		
REVISION:	DRAWING NO.	SHEET NO.
	GL-10A.dgn	2 of 4

# SE 1/4 Section 7, Township 3 South, Range 68 West, 6th P.M.

SEE SHEET 2 of 4  
MATCH LINE

SE 1/4 Sec. 7

City of Westminster

Book 3464, Page 810  
July 6, 1988

JIM BAKER  
RESERVOIR

C-41

▲ = 15°35'36"  
RAD = 3797.00'  
BRG = N86°30'56"E  
CH = 1030.19'  
ARC = 1033.38'

C-42

▲ = 19°26'00"  
RAD = 2043.08'  
BRG = S84°46'42"W  
CH = 689.65'  
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GL10A  
REV2

N85°30'18"W 539.44'

C-41

MATCH LINE  
SEE SHEET 4 of 4

0 25' 50'

Scale: 1" = 50'



JACOBS PROJECT NO.	WVXV7413
CLIENT PROJECT NO.	072120
REVISION DESCRIPTION	
DRAWN	jam
DATE	02/11/13
SCALE	1"=50'

**JACOBS**

707 17th Street Denver, CO. 80202

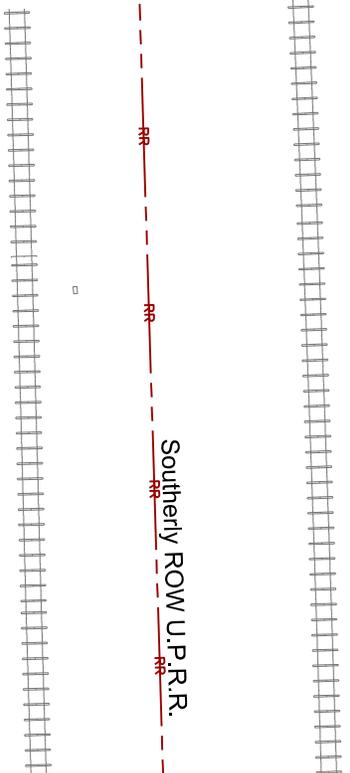
(303) 820-5240 Fax (303) 820-4842

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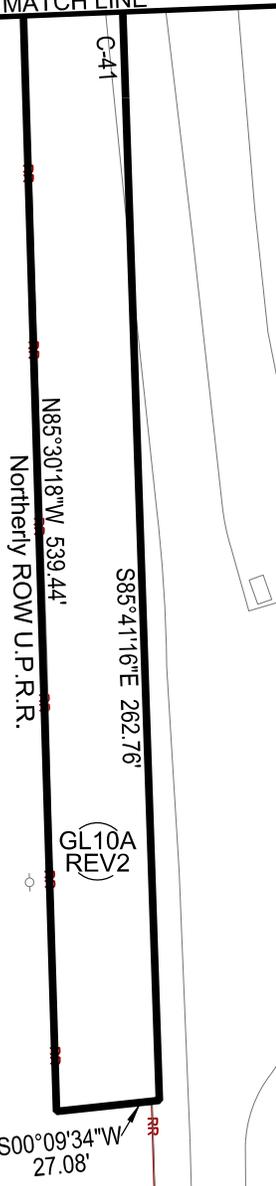
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<p>City of Westminster</p>		
REVISION:	DRAWING NO.	SHEET NO.
	GL-10A.dgn	3 of 4

# SE 1/4 Section 7, Township 3 South, Range 68 West, 6th P.M.

SEE SHEET 3 of 4  
MATCH LINE



Southerly ROW U.P.R.R.



GL10A  
REV2

SE 1/4 Sec. 7

City of Westminster

Book 3464, Page 810  
July 6, 1988

JIM BAKER  
RESERVOIR

Note: A portion of the JBR access road lies within parcel GL10A. DTP has confirmed there are no conflicts with proposed CRT infrastructure so the access road will not be impacted. RTD will either deed the portion of GL10A that contains the access road to Westminster or provide a permanent easement.

C-41  
▲ = 15°35'36"  
RAD = 3797.00'  
BRG = N86°30'56"E  
CH = 1030.19'  
ARC = 1033.38'

This exhibit does not represent a monumented survey and is intended only to depict the attached property description.

SUBJECT PARCEL AREA =  
19,356 Sq.Ft., 0.444 ACRES +/-



Scale: 1" = 50'

2/12/2013 3:28:26 PM K:\072120\_Fastracks\GOLD LINE\dgns\Exhibits\Jim Baker\GL10A\GL-10A-4.dgn

JACOBS PROJECT NO.		WVXV7413	
CLIENT PROJECT NO.		072120	
REVISION DESCRIPTION			
DRAWN	jam	DATE	02/11/13
SCALE	1"=50'		
<b>JACOBS</b> <sup>™</sup>			
707 17th Street Denver, CO. 80202			
<small>(303) 820-5240 Fax (303) 820-4842</small>			
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GL10A Rev2		
City of Westminster, Adams County		
SE 1/4 Sec.7 T3S, R68W, 6th P.M.		
TITLE: City of Westminster		
REVISION:	DRAWING NO.	SHEET NO.
	GL-10A.dgn	4 of 4

**EXHIBIT A-2**  
**DEPICTION OF RESERVED EASEMENT AREA**  
*[pages to follow]*

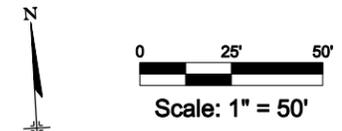
Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials

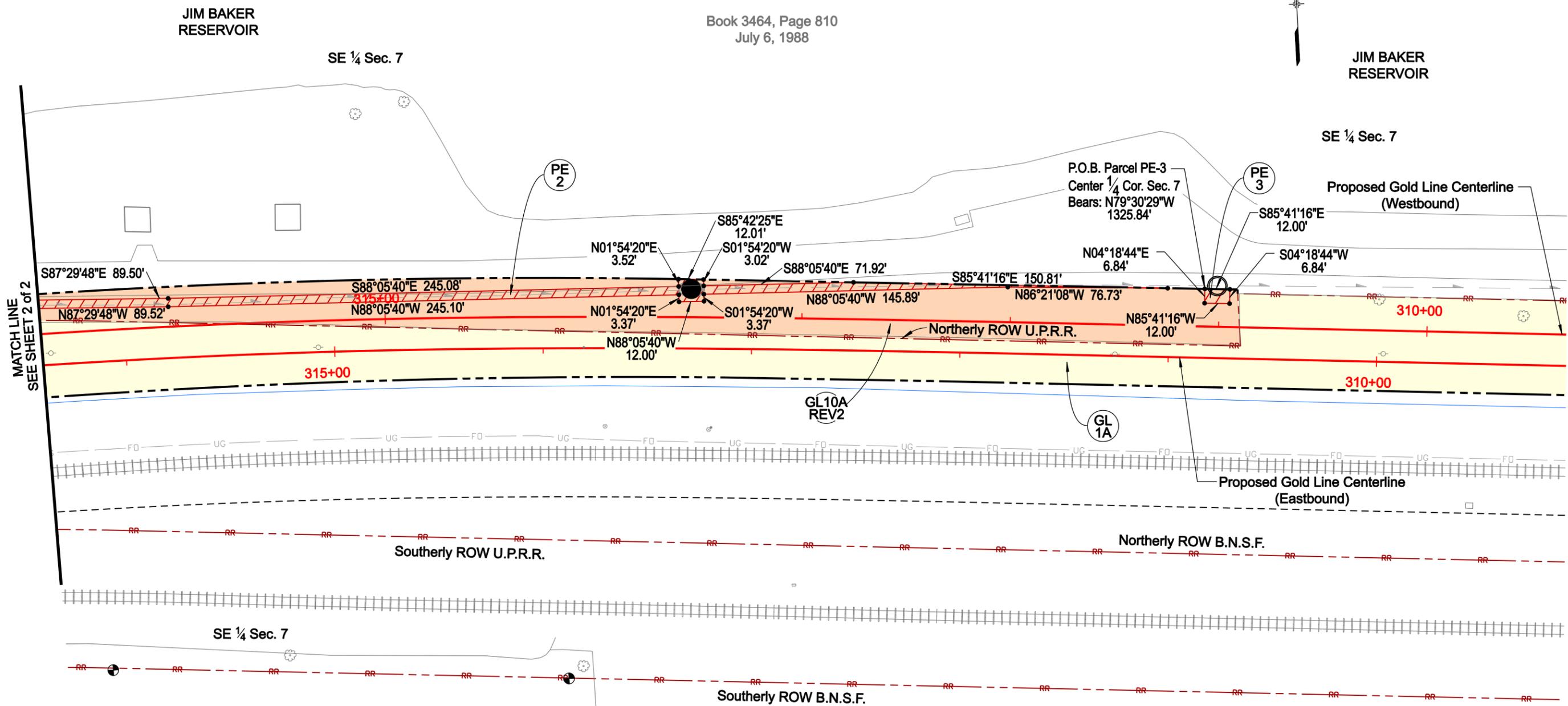
Sheet Revisions		
Date	Description	Initials

Jim Baker Reservoir				
Permanent Easements 1, 2 & 3				
Project Number: 072120				
Project Location: RTD FasTracks Gold Line Corridor				
Project Location: Pecos Street to Ward Road				
Project Code	Last Mod. Date	Subset Sheets	Sheet No.	Total No. of Sheets
	02-26-13		1	2

SE 1/4 Section 7, Township 3 South, Range 68 West, 6th P.M.



Book 3464, Page 810  
July 6, 1988



**BASIS OF BEARINGS (ASSUMED)**  
Bearings are based on the line connecting the Center Quarter Corner of Section 7, Township 3 South, Range 68 West to the East Quarter Corner of said Section 7, Township 3 South, Range 68 West being a grid bearing of N89°45'54"E as obtained from a Global Positioning System (GPS) survey. Said grid bearing is NAD 83 (CONUS), UTM Zone 13 North. The Center Quarter Corner of said Section 7 Township 3 South, Range 68 West (a found aluminum cap stamped "ERNEST KNIGHT LS 7276 T3S R68W S7 C1/4 1988 ADAMS COUNTY"). The East Quarter Corner of said Section 7, Township 3 South, Range 68 West (a found 2" aluminum cap stamped "1998 LS 12840")

AREA TABULATION	
PE-1 Total Area = 540 Sq. Ft.	0.012 Acres ±
PE-2 Total Area = 2,250 Sq. Ft.	0.052 Acres ±
PE-3 Total Area = 82 Sq. Ft.	0.002 Acres ±



This exhibit does not represent a monumented survey and is intended only to depict the attached property description.

2/26/2013 4:41:05 PM K:\072120\_FasTracks\GOLD LINE\Exhibits\Jim Baker\PE-1-3\JIMBAKER-PE-1.dgn

Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials

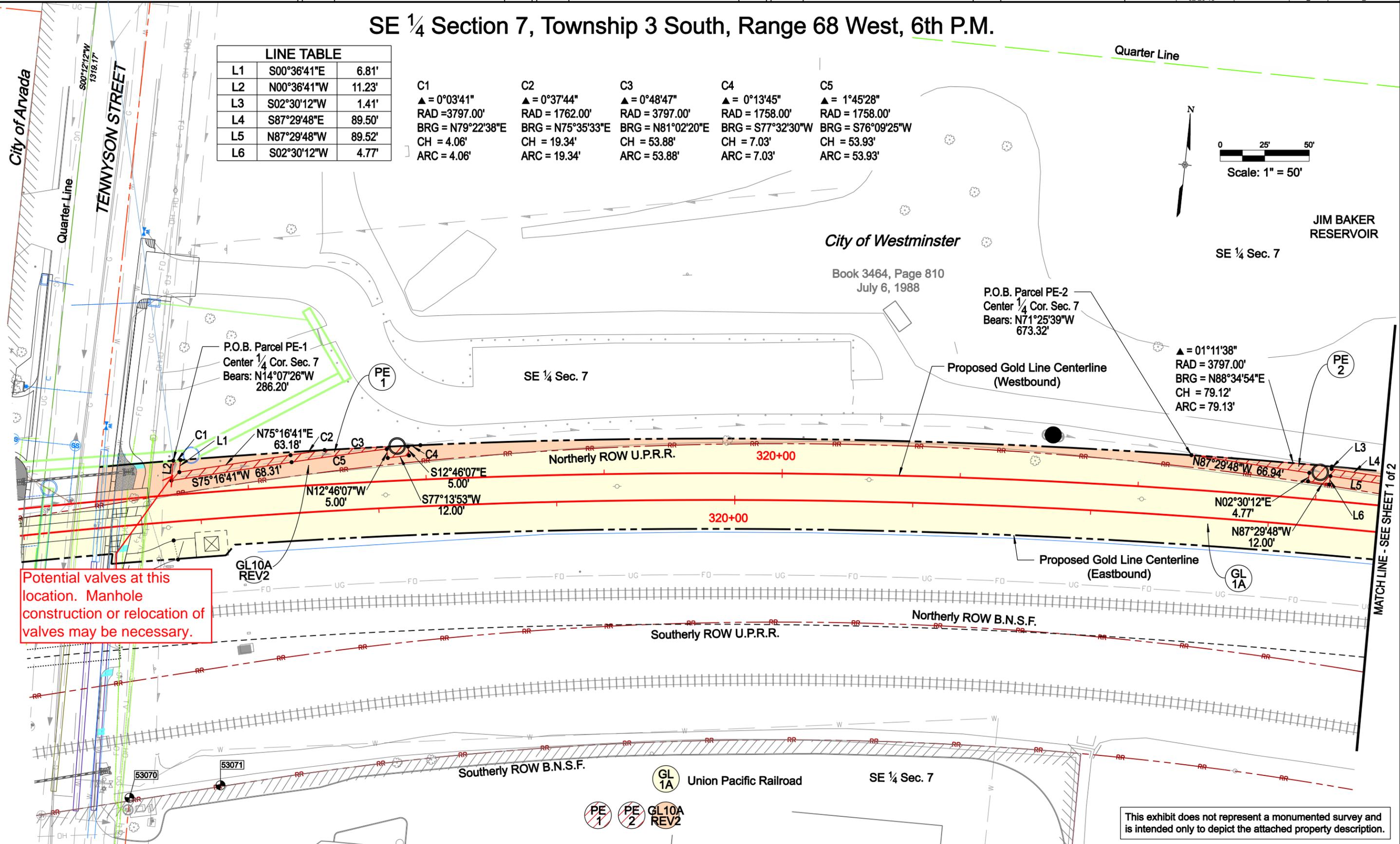
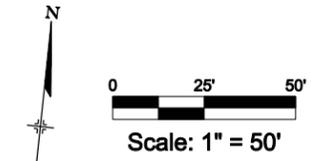
Sheet Revisions		
Date	Description	Initials

Jim Baker Reservoir				
Permanent Easements 1, 2 & 3				
Project Number: 072120				
Project Location: RTD FasTracks Gold Line Corridor				
Project Location: Pecos Street to Ward Road				
Project Code:	Last Mod. Date:	Subset Sheets:	Sheet No.:	Total No. of Sheets:
	02-26-13		2	2

SE 1/4 Section 7, Township 3 South, Range 68 West, 6th P.M.

LINE TABLE		
L1	S00°36'41"E	6.81'
L2	N00°36'41"W	11.23'
L3	S02°30'12"W	1.41'
L4	S87°29'48"E	89.50'
L5	N87°29'48"W	89.52'
L6	S02°30'12"W	4.77'

C1	C2	C3	C4	C5
▲ = 0°03'41"	▲ = 0°37'44"	▲ = 0°48'47"	▲ = 0°13'45"	▲ = 1°45'28"
RAD = 3797.00'	RAD = 1762.00'	RAD = 3797.00'	RAD = 1758.00'	RAD = 1758.00'
BRG = N79°22'38"E	BRG = N75°35'33"E	BRG = N81°02'20"E	BRG = S77°32'30"W	BRG = S76°09'25"W
CH = 4.06'	CH = 19.34'	CH = 53.88'	CH = 7.03'	CH = 53.93'
ARC = 4.06'	ARC = 19.34'	ARC = 53.88'	ARC = 7.03'	ARC = 53.93'



Potential valves at this location. Manhole construction or relocation of valves may be necessary.

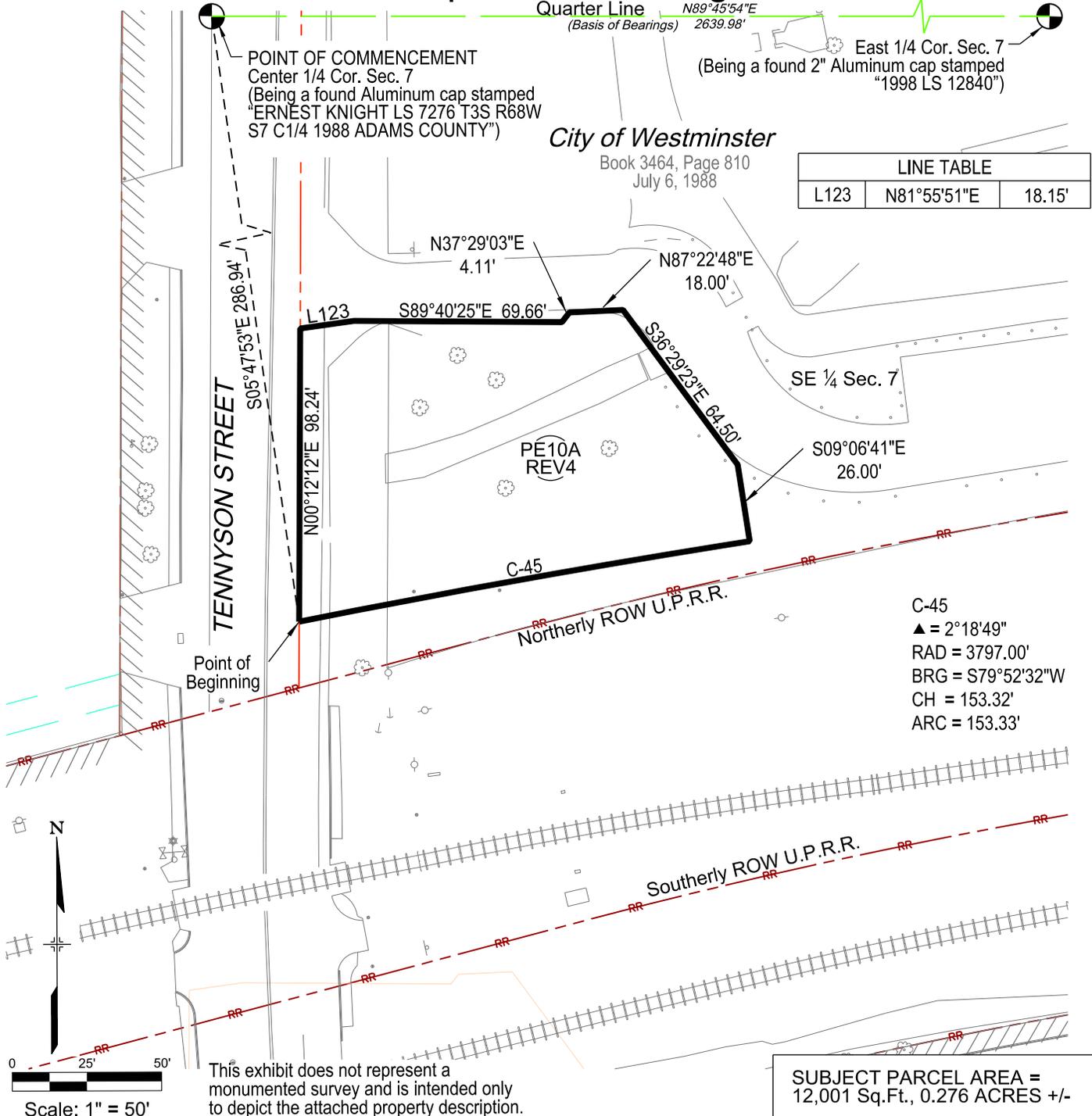
This exhibit does not represent a monumented survey and is intended only to depict the attached property description.

2/26/2013 4:38:19 PM K:\072120\_FasTracks\GOLD LINE\Exhibits\Jim Baker\PE-1-3\JIMBAKER-PE-2.dgn

MATCH LINE - SEE SHEET 1 of 2

**EXHIBIT A-3**  
**DEPICTION OF EASEMENT AREA (STORM DRAIN PIPE)**  
*[pages to follow]*

# SE 1/4 Section 7, Township 3 South, Range 68 West, 6th P.M.



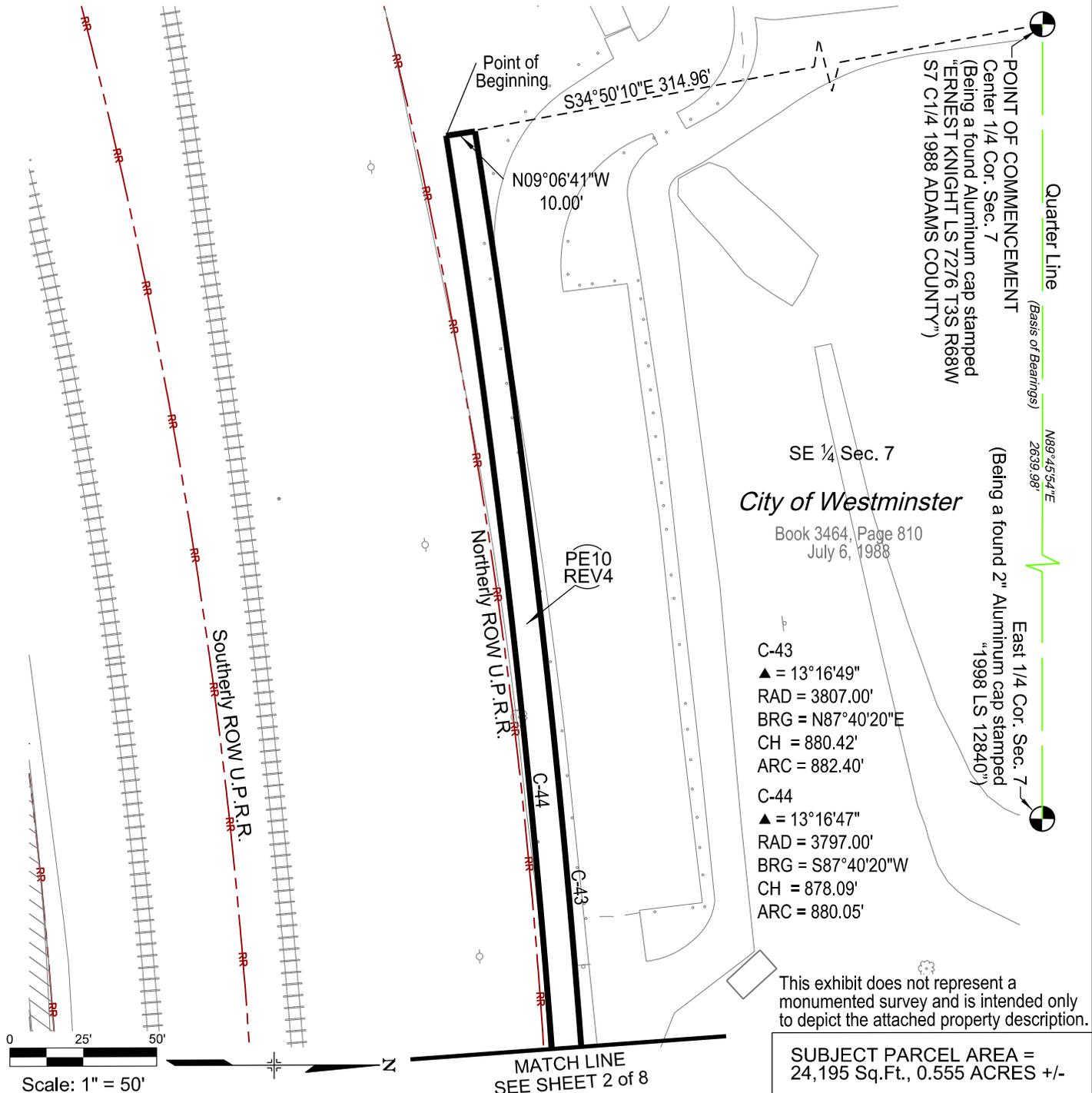
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CLIENT PROJECT NO.	072120
REVISION DESCRIPTION	
DRAWN	jam
DATE	02/13/13
SCALE	1"=50'
<b>JACOBS</b> 707 17th Street Denver, CO. 80202 (303) 820-5240 Fax (303) 820-4842	
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<b>PE-10A Rev4</b> City of Westminster, Adams County SE 1/4 Sec.7 T3S, R68W, 6th P.M.		
TITLE: City of Westminster		
REVISION:	DRAWING NO. GL-PE10A.dgn	SHEET NO. 1

**EXHIBIT A-4**  
**DEPICTION OF EASEMENT AREA (MAINTENANCE AND ACCESS)**  
*[pages to follow]*

# SE 1/4 Section 7, Township 3 South, Range 68 West, 6th P.M.



- C-43  
 ▲ = 13°16'49"  
 RAD = 3807.00'  
 BRG = N87°40'20"E  
 CH = 880.42'  
 ARC = 882.40'
- C-44  
 ▲ = 13°16'47"  
 RAD = 3797.00'  
 BRG = S87°40'20"W  
 CH = 878.09'  
 ARC = 880.05'

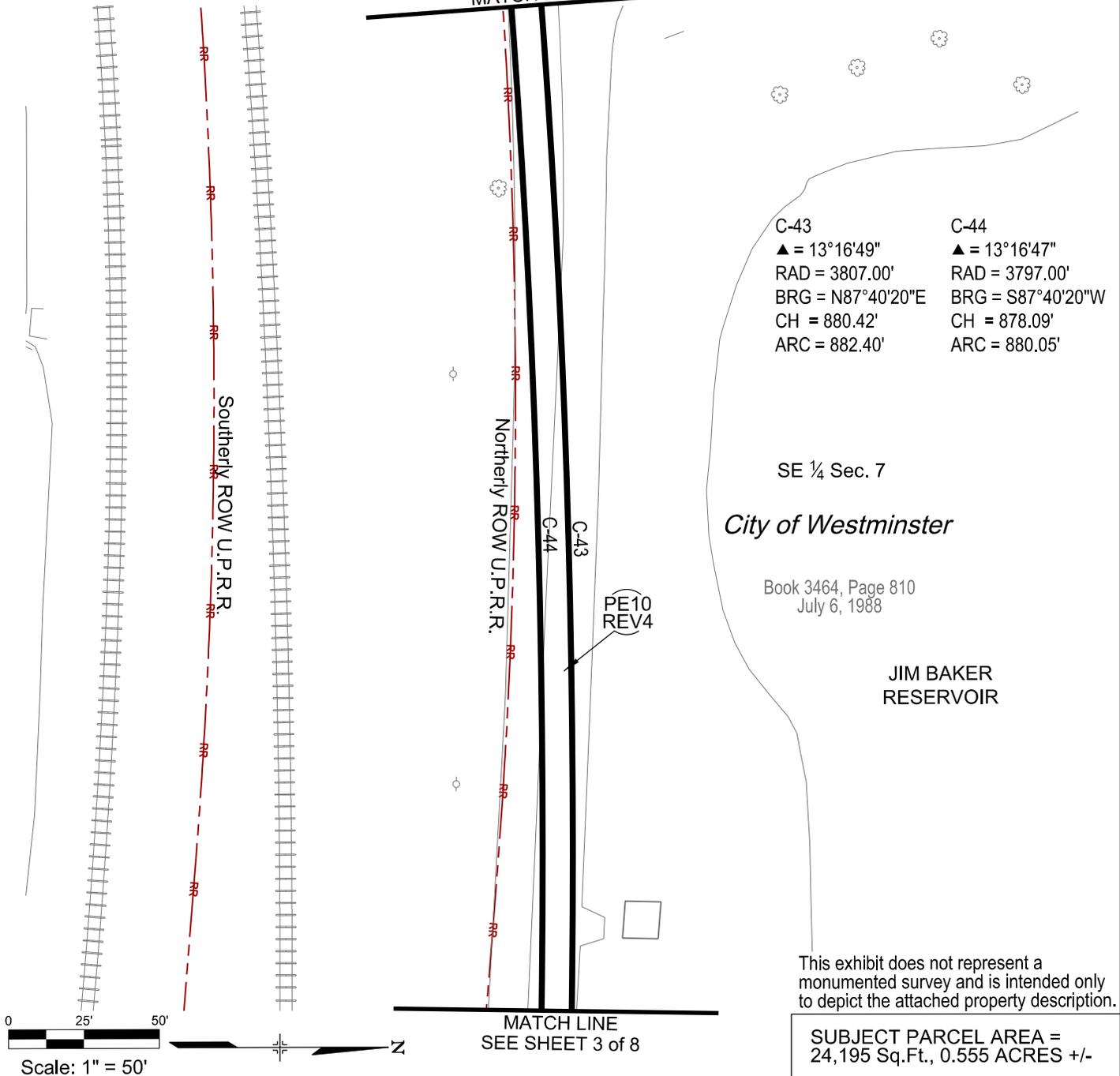
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JACOBS PROJECT NO.		WVX7413	
CLIENT PROJECT NO.		072120	
REVISION DESCRIPTION			
DRAWN	jam	DATE	02/11/13
SCALE	1"=50'		
<b>JACOBS</b>			
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PE-10 Rev4		
City of Westminster, Adams County		
SE 1/4 Sec.7 T3S, R68W, 6th P.M.		
TITLE: City of Westminster		
REVISION:	DRAWING NO.	SHEET NO.
	GL-PE10.dgn	1 of 8

# SE 1/4 Section 7, Township 3 South, Range 68 West, 6th P.M.

SEE SHEET 1 of 8  
MATCH LINE



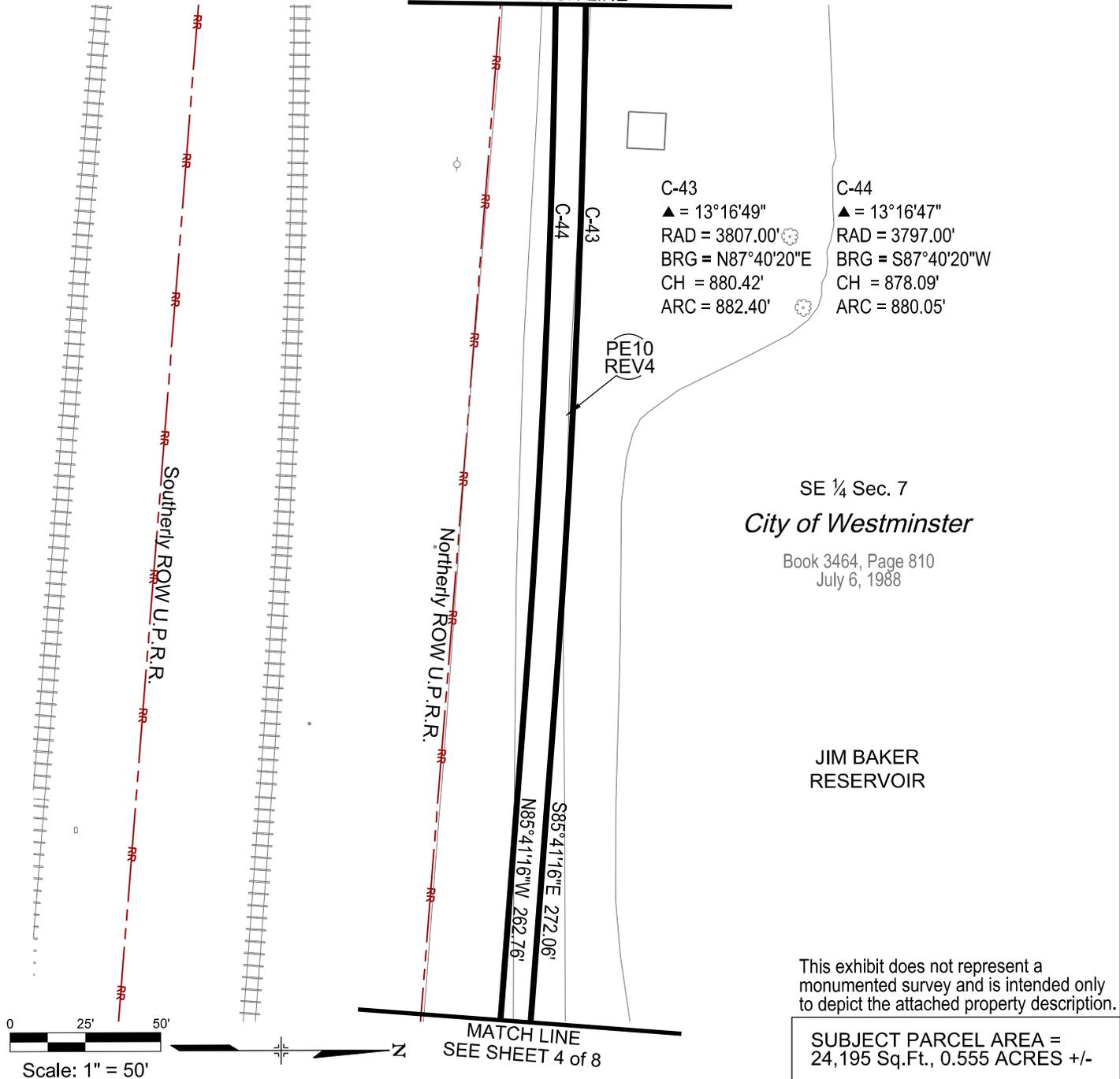
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JACOBS PROJECT NO.		WVX7413	
CLIENT PROJECT NO.		072120	
REVISION DESCRIPTION			
DRAWN	jam	DATE	02/11/13
SCALE		1"=50'	
<b>JACOBS</b> 707 17th Street Denver, CO. 80202 <small>(303) 820-5240 Fax (303) 820-4842</small>			
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PE-10 Rev4 City of Westminster, Adams County SE 1/4 Sec.7 T3S, R68W, 6th P.M.		
TITLE: City of Westminster		
REVISION:	DRAWING NO. GL-PE10.dgn	SHEET NO. 2 of 8

# SE 1/4 Section 7, Township 3 South, Range 68 West, 6th P.M.

SEE SHEET 2 of 8  
MATCH LINE



C-43	C-44
▲ = 13°16'49"	▲ = 13°16'47"
RAD = 3807.00'	RAD = 3797.00'
BRG = N87°40'20"E	BRG = S87°40'20"W
CH = 880.42'	CH = 878.09'
ARC = 882.40'	ARC = 880.05'

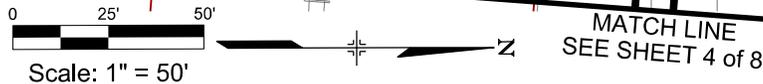
PE10  
REV4

SE 1/4 Sec. 7  
*City of Westminster*  
Book 3464, Page 810  
July 6, 1988

JIM BAKER  
RESERVOIR

This exhibit does not represent a  
monumented survey and is intended only  
to depict the attached property description.

SUBJECT PARCEL AREA =  
24,195 Sq.Ft., 0.555 ACRES +/-



MATCH LINE  
SEE SHEET 4 of 8

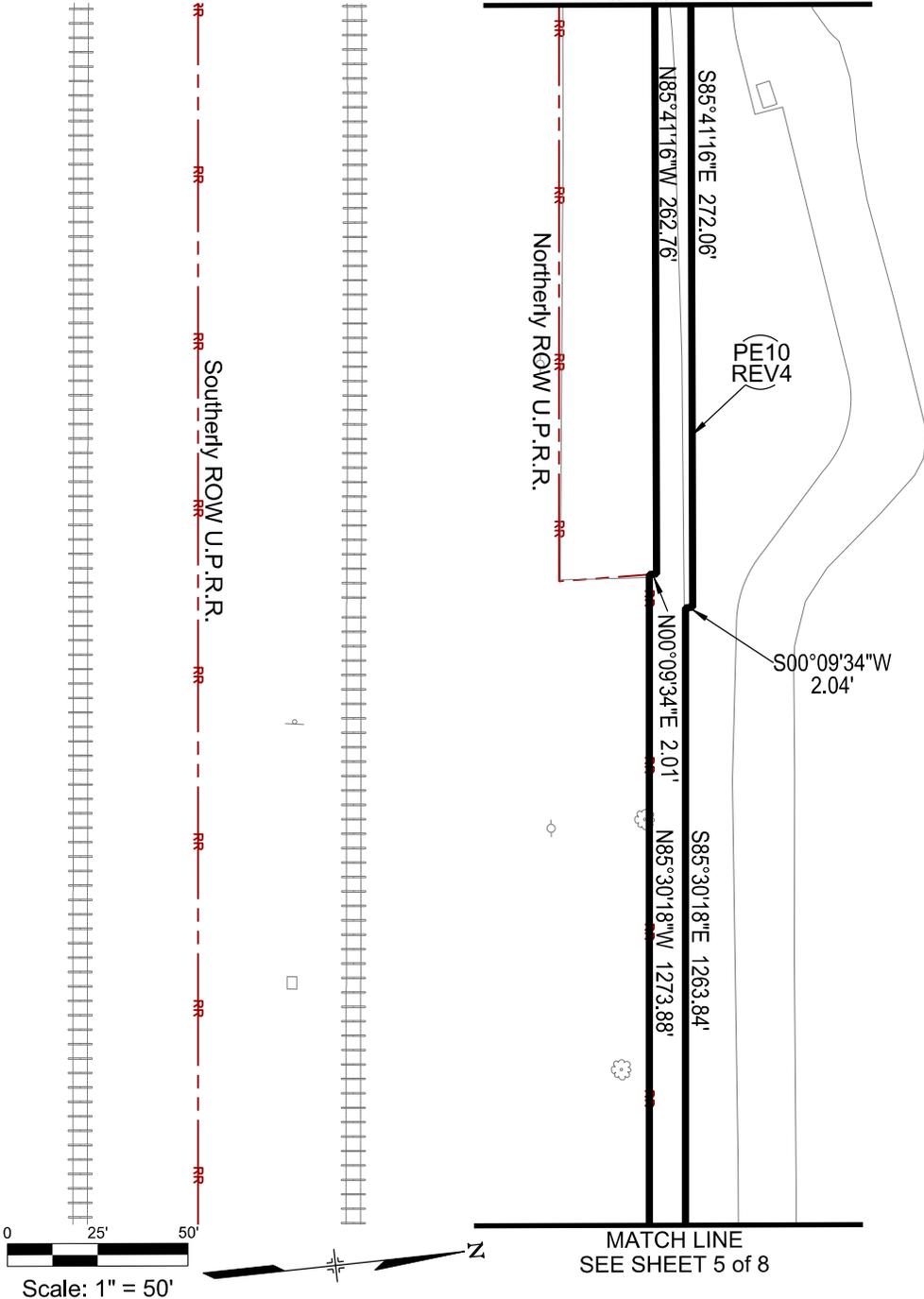
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CLIENT PROJECT NO.		072120	
REVISION DESCRIPTION			
DRAWN	jam	DATE	02/11/13
SCALE		1"=50'	
<b>JACOBS</b>			
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PE-10 Rev4		
City of Westminster, Adams County		
SE 1/4 Sec.7 T3S, R68W, 6th P.M.		
TITLE: City of Westminster		
REVISION:	DRAWING NO.	SHEET NO.
	GL-PE10.dgn	3 of 8

2/12/2013 1:46:48 PM K:\072120\_Fastracks\GOLD LINE\dgns\Exhibits\Jim Baker\PE-10\GL-PE10-3.dgn

# SE 1/4 Section 7, Township 3 South, Range 68 West, 6th P.M.

SEE SHEET 3 of 8  
MATCH LINE



SE 1/4 Sec. 7  
*City of Westminster*

Book 3464, Page 810  
July 6, 1988

JIM BAKER  
RESERVOIR

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to depict the attached property description.

SUBJECT PARCEL AREA =  
24,195 Sq.Ft., 0.555 ACRES +/-



MATCH LINE  
SEE SHEET 5 of 8

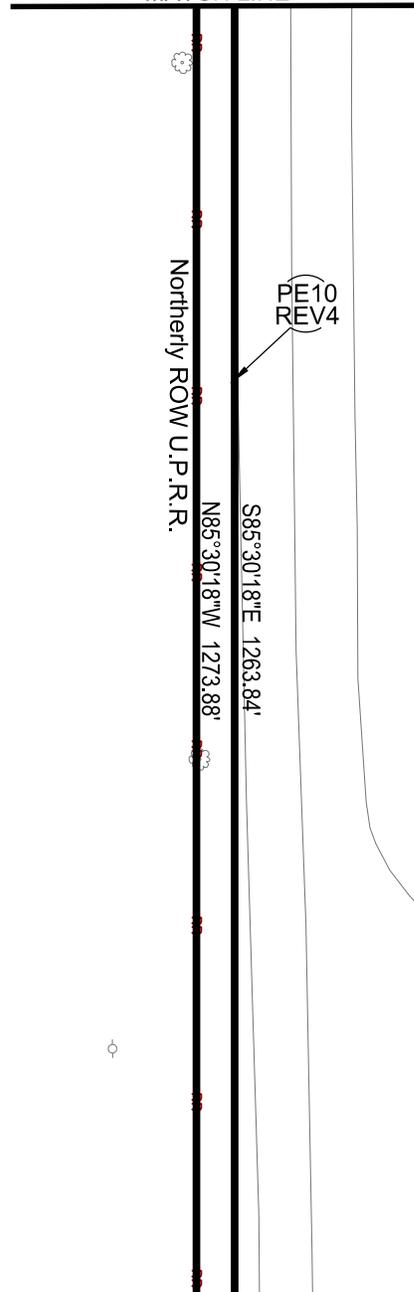
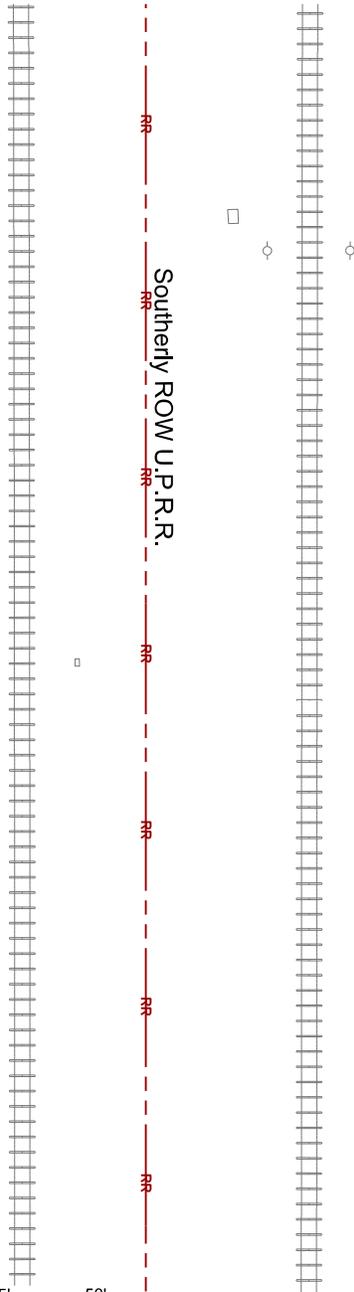
JACOBS PROJECT NO.		WVX7413	
CLIENT PROJECT NO.		072120	
REVISION DESCRIPTION			
DRAWN	jam	DATE	02/11/13
SCALE		1"=50'	
<b>JACOBS</b>			
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PE-10 Rev4		
City of Westminster, Adams County		
SE 1/4 Sec.7 T3S, R68W, 6th P.M.		
TITLE: City of Westminster		
REVISION:	DRAWING NO.	SHEET NO.
	GL-PE10.dgn	4 of 8

2/12/2013 1:49:54 PM K:\072120\_Fastracks\GOLD LINE\dgns\Exhibits\Jim Baker\PE-10\GL-PE10-4.dgn

# SE 1/4 Section 7, Township 3 South, Range 68 West, 6th P.M.

SEE SHEET 4 of 8  
MATCH LINE



SE 1/4 Sec. 7  
*City of Westminster*

Book 3464, Page 810  
July 6, 1988

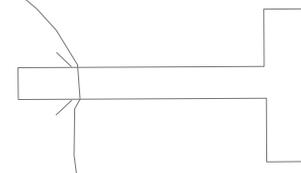
JIM BAKER  
RESERVOIR

Northerly ROW U.P.R.R.

PE10  
REV4

N85°30'18"W 1273.88'

S85°30'18"E 1263.84'



This exhibit does not represent a monumented survey and is intended only to depict the attached property description.



MATCH LINE  
SEE SHEET 6 of 8

SUBJECT PARCEL AREA =  
24,195 Sq.Ft., 0.555 ACRES +/-

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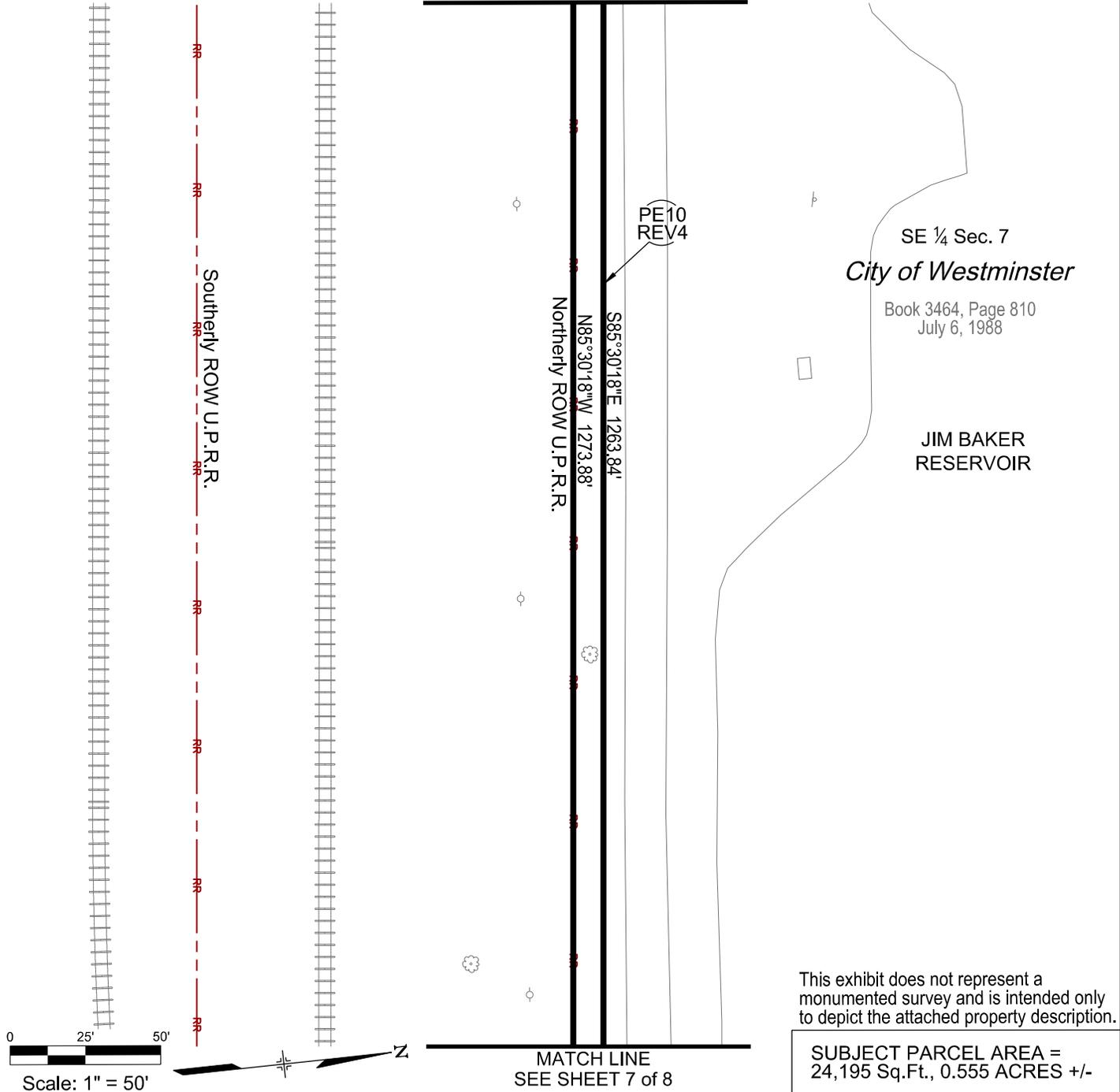
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CLIENT PROJECT NO.		072120	
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DRAWN	jam	DATE	02/11/13
SCALE		1"=50'	
707 17th Street Denver, CO. 80202 <small>(303) 820-5240 Fax (303) 820-4842</small>			
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PE-10 Rev4 City of Westminster, Adams County SE 1/4 Sec.7 T3S, R68W, 6th P.M.		
TITLE:		
City of Westminster		
REVISION:	DRAWING NO.	SHEET NO.
	GL-PE10.dgn	5 of 8

# SE 1/4 Section 7, Township 3 South, Range 68 West, 6th P.M.

SEE SHEET 5 of 8

MATCH LINE



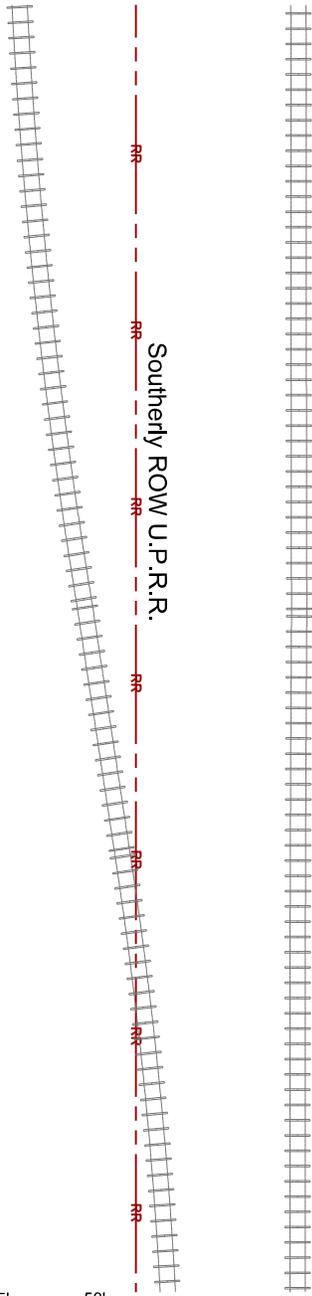
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CLIENT PROJECT NO.		072120	
REVISION DESCRIPTION			
DRAWN	jam	DATE	02/11/13
SCALE		1"=50'	
<b>JACOBS™</b>			
707 17th Street Denver, CO. 80202			
<small>(303) 820-5240 Fax (303) 820-4842</small>			
<small>THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY JACOBS ENGINEERING GROUP INC. FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF ENGINEERING GROUP INC. SHALL BE AT THE SOLE RISK OF THE USER.</small>			

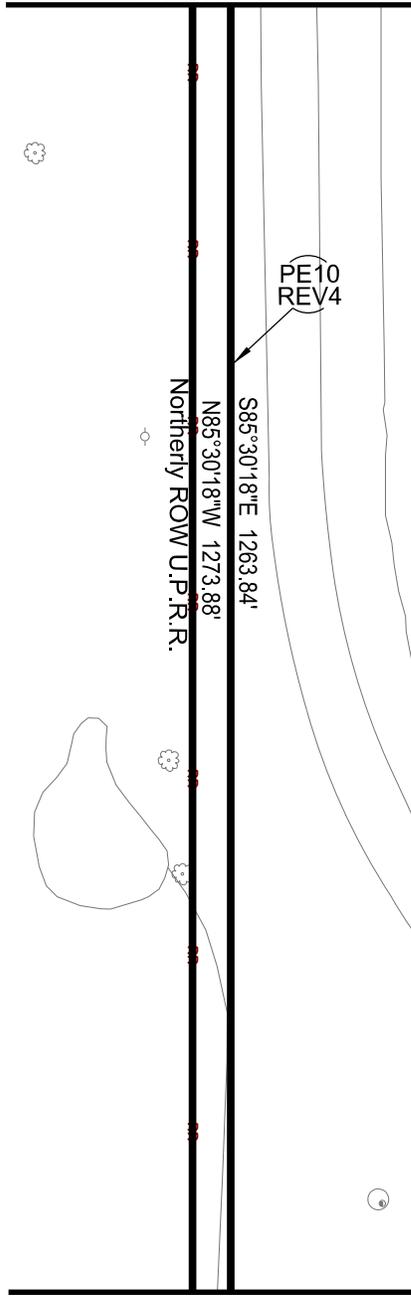
PE-10 Rev4		
City of Westminster, Adams County		
SE 1/4 Sec.7 T3S, R68W, 6th P.M.		
TITLE: City of Westminster		
REVISION:	DRAWING NO.	SHEET NO.
	GL-PE10.dgn	6 of 8

# SE 1/4 Section 7, Township 3 South, Range 68 West, 6th P.M.

SEE SHEET 6 of 8  
MATCH LINE



Southerly ROW U.P.R.R.



Northerly ROW U.P.R.R.

S85°30'18"E 1263.84'  
N85°30'18"W 1273.88'

PE10  
REV4

SE 1/4 Sec. 7  
*City of Westminster*

Book 3464, Page 810  
July 6, 1988

JIM BAKER  
RESERVOIR

This exhibit does not represent a  
monumented survey and is intended only  
to depict the attached property description.



Scale: 1" = 50'

MATCH LINE  
SEE SHEET 8 of 8

SUBJECT PARCEL AREA =  
24,195 Sq.Ft., 0.555 ACRES +/-

JACOBS PROJECT NO.	WVX7413
CLIENT PROJECT NO.	072120
REVISION DESCRIPTION	
DRAWN	jam
DATE	02/11/13
SCALE	1"=50'

**JACOBS**

707 17th Street Denver, CO. 80202

(303) 820-5240 Fax (303) 820-4842

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PE-10 Rev4		
City of Westminster, Adams County		
SE 1/4 Sec.7 T3S, R68W, 6th P.M.		
TITLE: City of Westminster		
REVISION:	DRAWING NO. GL-PE10.dgn	SHEET NO. 7 of 8

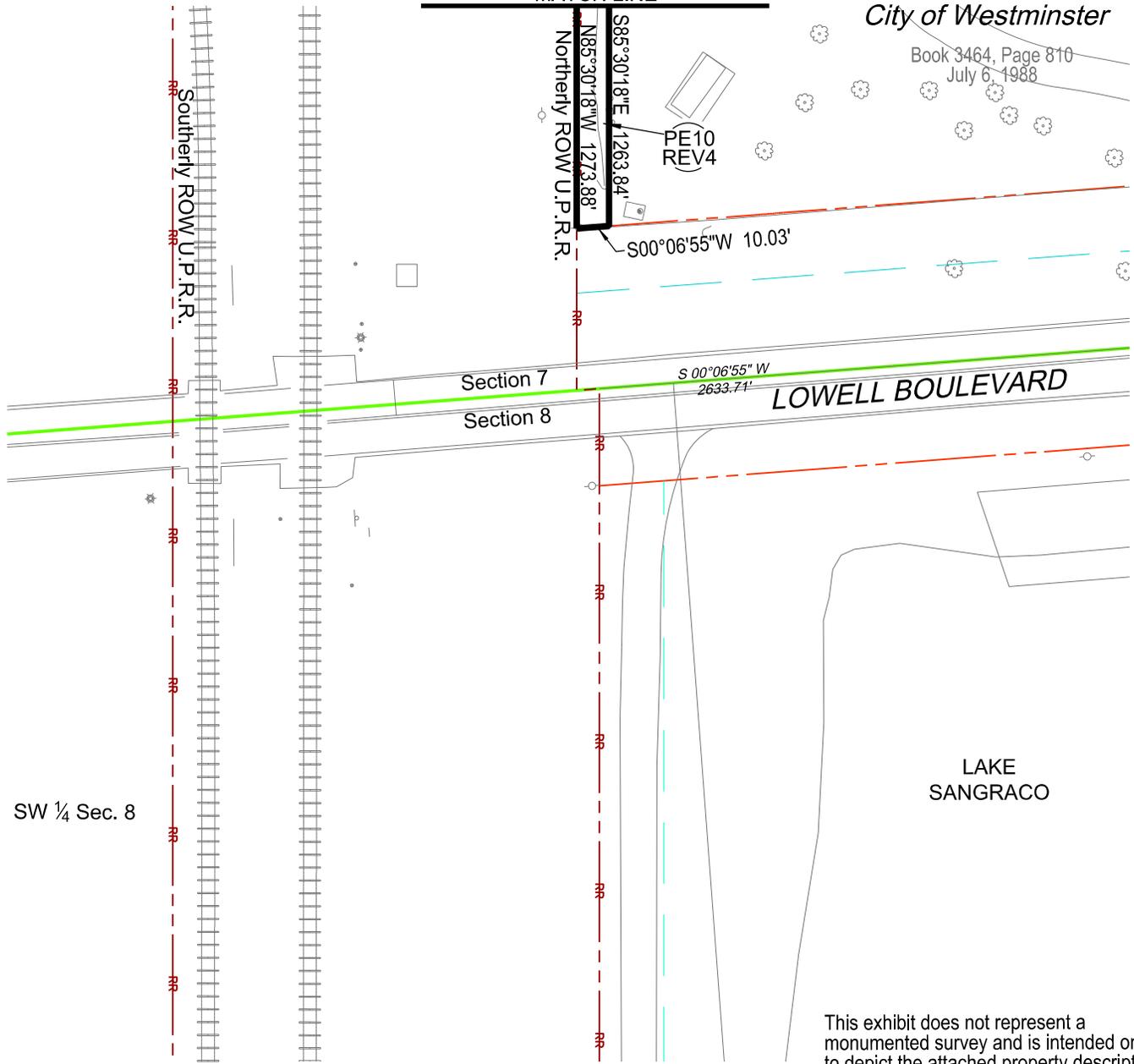
# SE 1/4 Section 7, Township 3 South, Range 68 West, 6th P.M.

SEE SHEET 7 of 8  
MATCH LINE

SE 1/4 Sec. 7

City of Westminster

Book 3464, Page 810  
July 6, 1988



SW 1/4 Sec. 8

This exhibit does not represent a  
monumented survey and is intended only  
to depict the attached property description.

SUBJECT PARCEL AREA =  
24,195 Sq.Ft., 0.555 ACRES +/-



2/12/2013 2:00:18 PM K:\072120\_Fastracks\GOLD LINE\dgns\Exhibits\Jim Baker\PE-10\GL-PE10-8.dgn

JACOBS PROJECT NO.	WVX7413
CLIENT PROJECT NO.	072120
REVISION DESCRIPTION	
DRAWN	jam
DATE	02/11/13
SCALE	1"=50'

**JACOBS**  
707 17th Street Denver, CO. 80202  
(303) 820-5240 Fax (303) 820-4842

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PE-10 Rev4		
City of Westminster, Adams County		
SE 1/4 Sec.7 T3S, R68W, 6th P.M.		
TITLE: City of Westminster		
REVISION:	DRAWING NO. GL-PE10.dgn	SHEET NO. 8 of 8

**EXHIBIT B**  
**PERIMETER DRAIN AND SLURRY WALL LOCATION**  
*[pages to follow]*

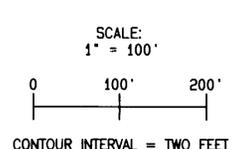
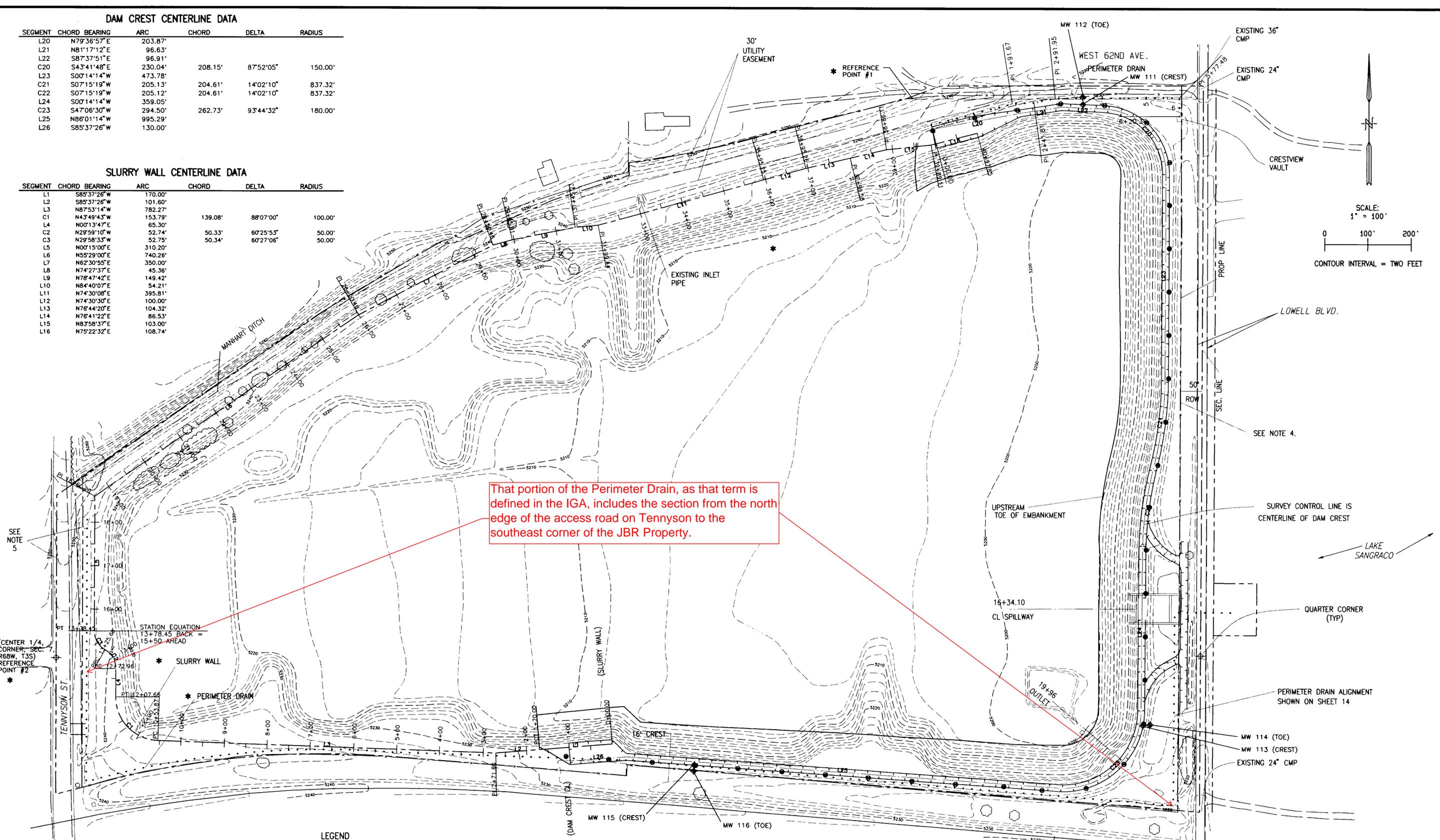
**DAM CREST CENTERLINE DATA**

SEGMENT	CHORD BEARING	ARC	CHORD	DELTA	RADIUS
L20	N79°36'57"E	203.87'			
L21	N81°17'12"E	96.63'			
L22	S87°37'51"E	96.91'			
C20	S43°41'48"E	230.04'	208.15'	87°52'05"	150.00'
L23	S07°14'14"W	473.78'			
C21	S07°15'19"W	205.13'	204.61'	14°02'10"	837.32'
C22	S07°15'19"W	205.12'	204.61'	14°02'10"	837.32'
L24	S07°14'14"W	359.05'			
C23	S47°06'30"W	294.50'	262.73'	93°44'32"	180.00'
L25	N86°01'14"W	995.29'			
L26	S85°37'26"W	130.00'			

**SLURRY WALL CENTERLINE DATA**

SEGMENT	CHORD BEARING	ARC	CHORD	DELTA	RADIUS
L1	S85°37'26"W	170.00'			
L2	S85°37'26"W	101.60'			
L3	N87°53'14"W	782.27'			
C1	N43°49'43"W	153.79'	139.08'	88°07'00"	100.00'
L4	N00°13'47"E	65.30'			
C2	N29°59'10"W	52.74'	50.33'	60°25'53"	50.00'
C3	N29°58'33"W	52.75'	50.34'	60°27'06"	50.00'
L5	N00°15'00"E	310.20'			
L6	N55°29'00"E	740.26'			
L7	N62°30'55"E	350.00'			
L8	N74°27'37"E	45.36'			
L9	N78°47'42"E	149.42'			
L10	N84°40'07"E	54.21'			
L11	N74°30'08"E	395.81'			
L12	N74°30'30"E	100.00'			
L13	N76°44'20"E	104.32'			
L14	N76°41'22"E	86.53'			
L15	N83°58'37"E	103.00'			
L16	N75°22'32"E	108.74'			

That portion of the Perimeter Drain, as that term is defined in the IGA, includes the section from the north edge of the access road on Tennyson to the southeast corner of the JBR Property.



SEE NOTE 5

(CENTER 1/4, CORNER, SEC. 7, R68W, T3S) REFERENCE POINT #2

STATION EQUATION  
13+78.45 BACK =  
15+50 AHEAD

**LEGEND**

- EXISTING CONTOUR
- PROPERTY LINE
- EASEMENT LINE
- EXISTING FENCE
- HORIZONTAL CONTROL LINE WITH HATCH MARKS AT EVEN STATIONS
- SLURRY WALL
- PERIMETER DRAIN
- RAILROAD TRACK
- EXISTING DRIVE
- ◆ MONITORING WELL
- DAM MONUMENT

**NOTES:**

1. EXISTING TOPOGRAPHY AS SUPPLIED BY TANI PHOTOGAMMETRIC SERVICES, 3-11-93. NOTE THAT CONSIDERABLE SOIL HAS BEEN REMOVED SINCE THAT DATE AND TOPOGRAPHY HAS CHANGED.
  2. CONTOUR INTERVAL IS 2.0 FEET.
  3. CONTOUR ELEVATION BASED ON USGS DATUM. TEMPORARY BENCH MARK LOCATED AT D&RGW RAILROAD CROSSING ON LOWELL BLVD. ELEVATION = 5229.49 FEET.
  4. PROPERTY LINE ON EAST SIDE OF SITE SHOWN AS 50 FEET WEST OF SECTION LINE IN ANTICIPATION OF FUTURE PLAT ADJUSTMENT PER SELLARDS & GRIGG, INC. CONSULTING ENGINEERS PLAT DATED MAY 23, 1989.
  5. PROPERTY LINE ON WEST SIDE OF SITE SHOWN AS 60 FEET EAST OF SECTION LINE IN ANTICIPATION OF FUTURE PLAT ADJUSTMENT PER SELLARDS & GRIGG, INC. CONSULTING ENGINEERS PLAT DATED MAY 23, 1989.
- \* ITEMS REPRESENT AS BUILT CONDITIONS.

**AS CONSTRUCTED**  
11/15/95

SEO FILE NO.  
**C-1740**

WESTMINSTER LAKE  
HORIZONTAL CONTROL AND EXISTING TOPOGRAPHY

CITY OF WESTMINSTER, ADAMS COUNTY, COLORADO

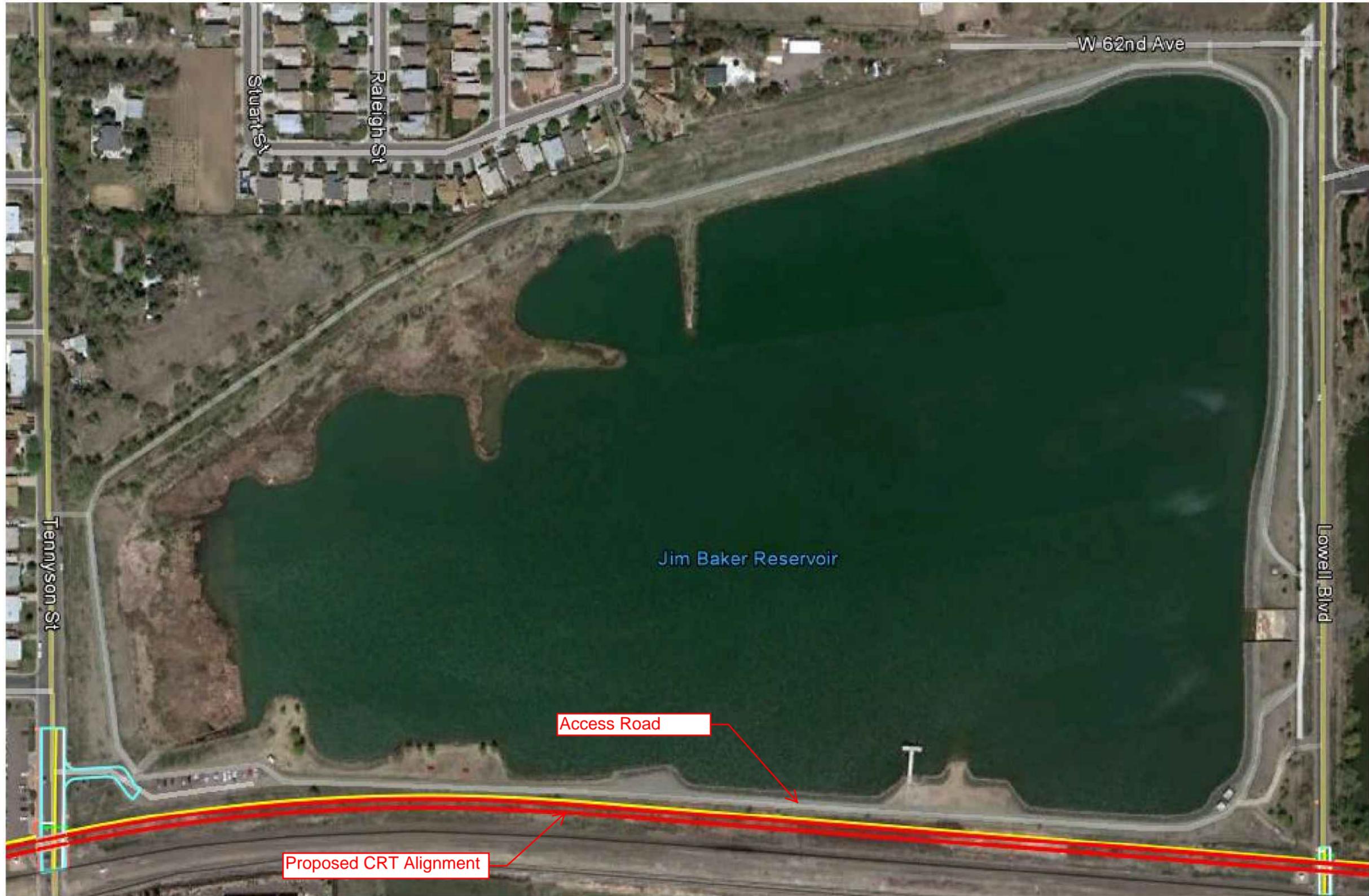
DESIGNED BY: C.J.H.	APPROVED BY: DMO	JOB NO.	SHEET	SHEETS
DRAWN BY: TMB08	DATE: APRIL 94	19-047.019.00	2	21
CHECKED BY: DMO	SCALE: 1" = 100'			

REVISIONS

DATE	BY
7/28/94	RP
9/27/94	RP

ROCKY MOUNTAIN CONSULTANTS INC.  
704 FLORIDA AVENUE, FIFTH FLOOR  
LONGMONT, COLORADO 80501  
PHONE: 727-5200 FAX: 727-5205

**EXHIBIT C**  
**LOCATION MAP OF JIM BAKER RESERVOIR**  
*[pages to follow]*



This exhibit does not depict property boundaries

c:\pwworking\rt\_d\_eagle\_p3\dms12035\JimBaker-Exhibit001.dgn

6/1/2012

USER: estaten

NO.	REVISIONS	BY	DATE

DESIGNED BY:	DATE:	CHECKED BY:	DATE:
DRAWN BY:	DATE:	APPROVED BY:	DATE:



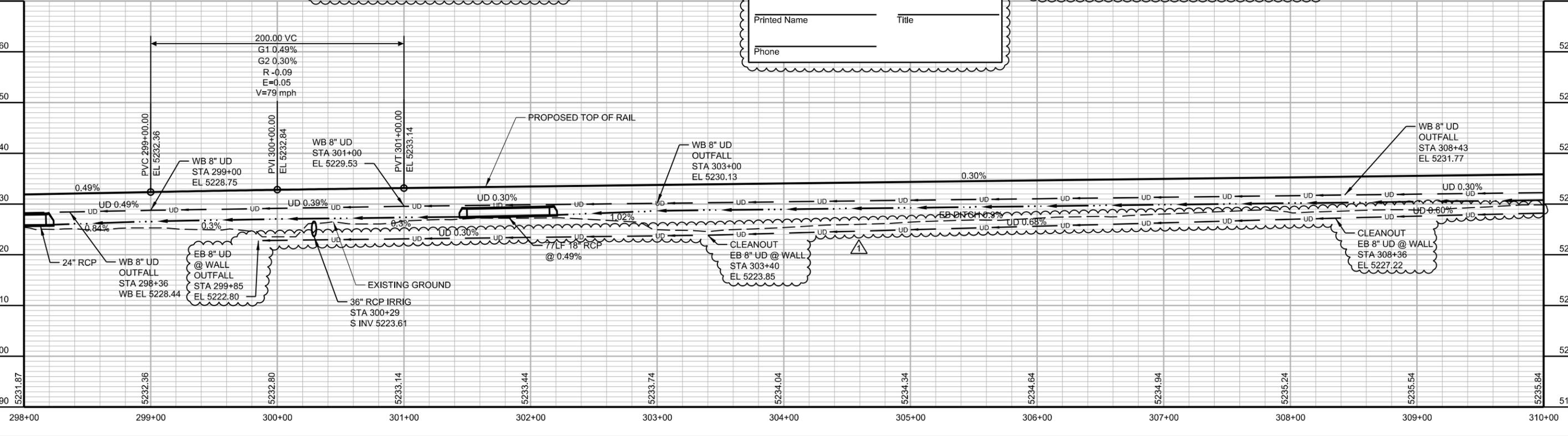
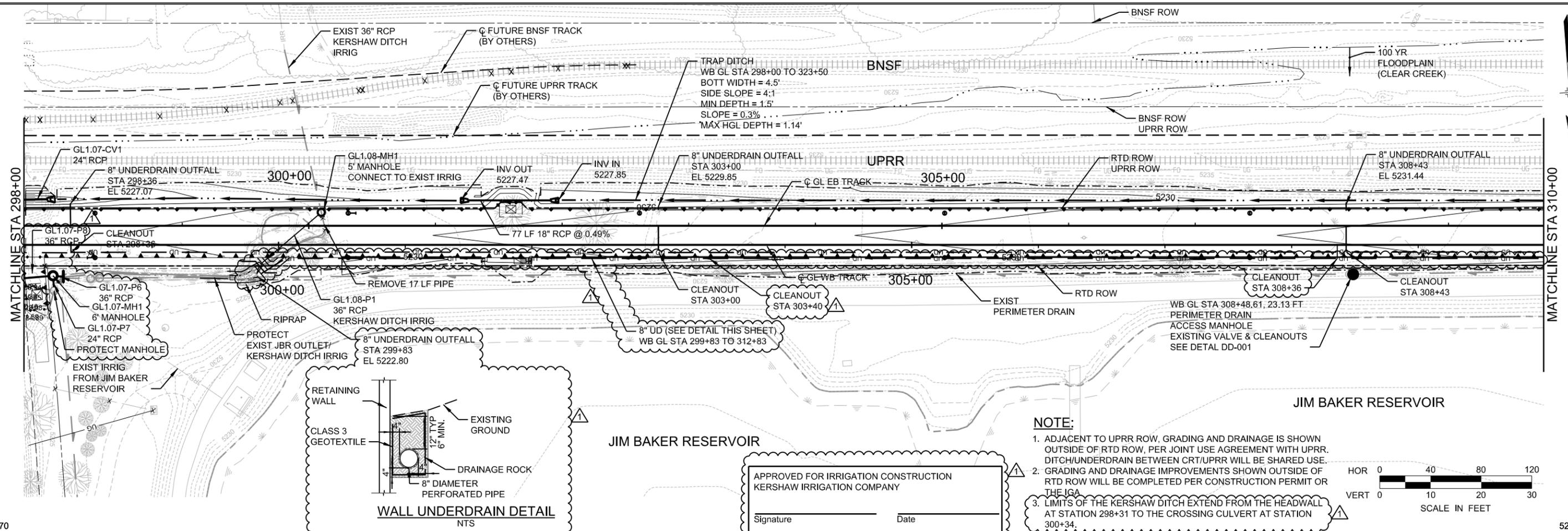
**GOLD LINE**  
JIM BAKER RESERVOIR IGA EXHIBIT C

SHEET REFERENCE NUMBER:  
EX-C

**EXHIBIT D**  
**MANHOLE LOCATIONS AND DESIGN DETAILS**  
*[pages to follow]*

c:\pwworking\rd\_eagle\_p3\dms2208117B-04.07b\_GL-D-G-008.dgn

2/7/2013 USER: estaten



NO.	REVISIONS	BY	DATE
1	DCN-FHDR-00191 - IRRIG APPROVAL BLOCK	EVS	01/15/13
0	ISSUED FOR CONSTRUCTION, CDRL #7B-04.07b, REV 0	EVS	06/08/12

DESIGNED BY: EVS      DATE: 04/25/11  
 DRAWN BY: LNM      DATE: 04/25/11

CHECKED BY: RBT      DATE: 01/19/12  
 APPROVED BY: CJB      DATE: 06/08/12



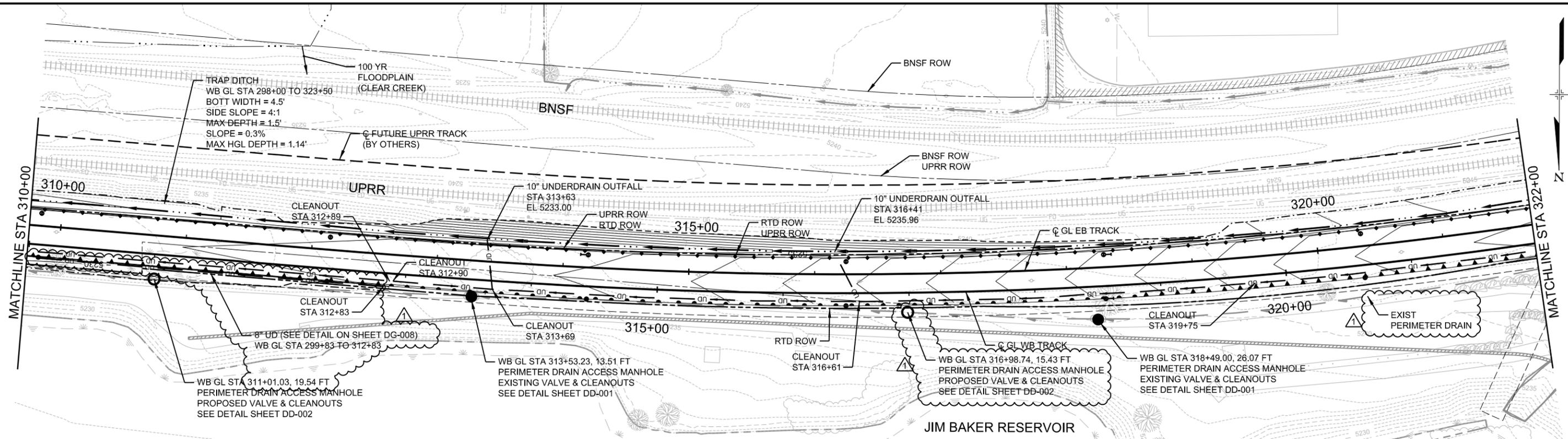
**GOLD LINE**

**TRACK GRADING AND DRAINAGE PLAN AND PROFILE**  
 STA 298+00 TO STA 310+00

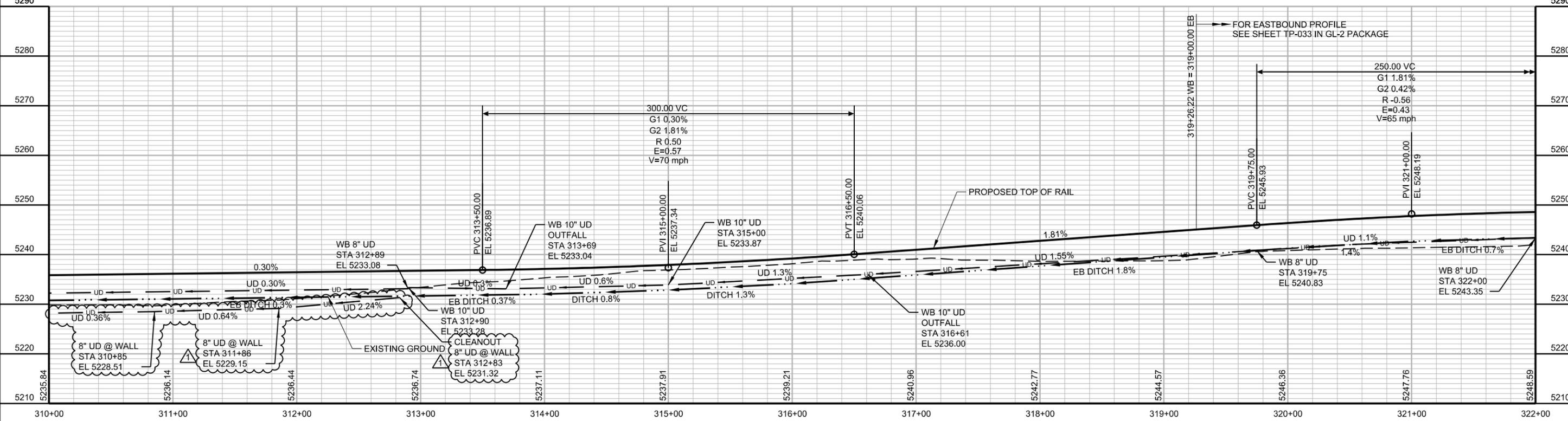
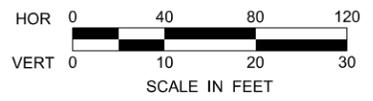
SHEET REFERENCE NUMBER:  
**DG-008**

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2/7/2013  
USER: estaten



- NOTES:**
1. ADJACENT TO UPRR ROW, GRADING AND DRAINAGE IS SHOWN OUTSIDE OF RTD ROW, PER JOINT USE AGREEMENT WITH UPRR. DITCH/UNDERDRAIN BETWEEN CRT/UPRR WILL BE SHARED USE.
  2. GRADING AND DRAINAGE IMPROVEMENTS SHOWN OUTSIDE OF RTD ROW WILL BE COMPLETED PER CONSTRUCTION PERMIT OR THE IGA.



NO.	REVISIONS	BY	DATE
1	DCN-FHDR-00122 - LINE GL.1.09 REVISIONS	EVS	10/24/12
0	ISSUED FOR CONSTRUCTION, CDRL #7B-04.07b, REV 0	EVS	06/08/12

DESIGNED BY: EVS	DATE: 05/12/11	CHECKED BY: RBT	DATE: 01/19/12
DRAWN BY: LNM	DATE: 05/12/11	APPROVED BY: CJB	DATE: 06/08/12

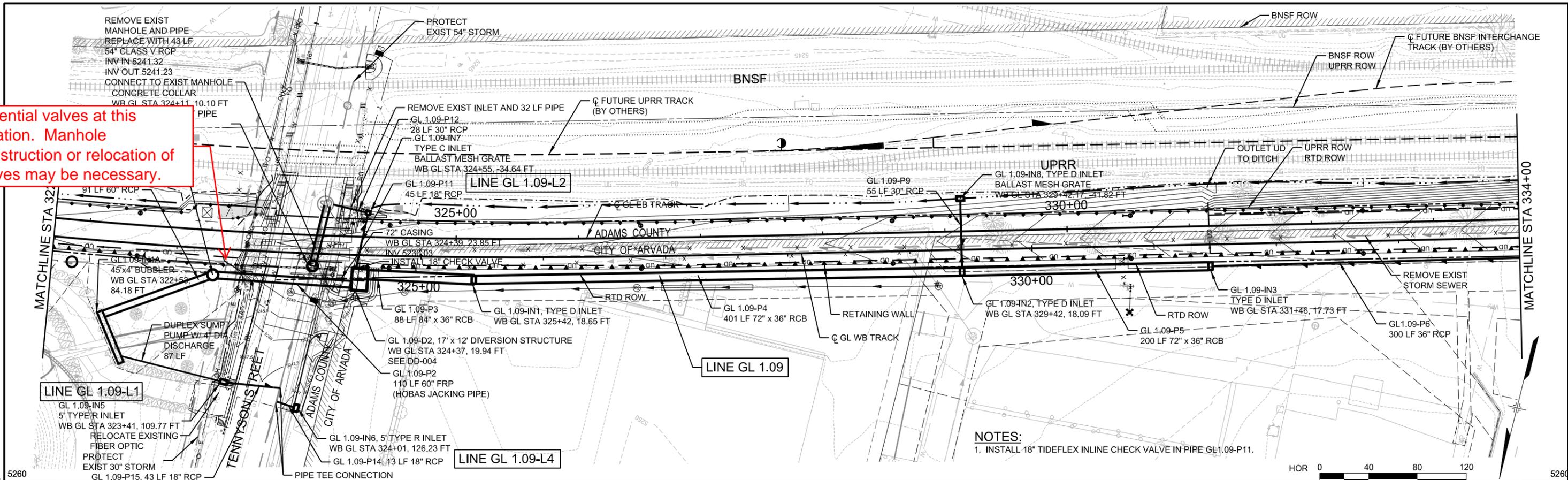


**GOLD LINE**

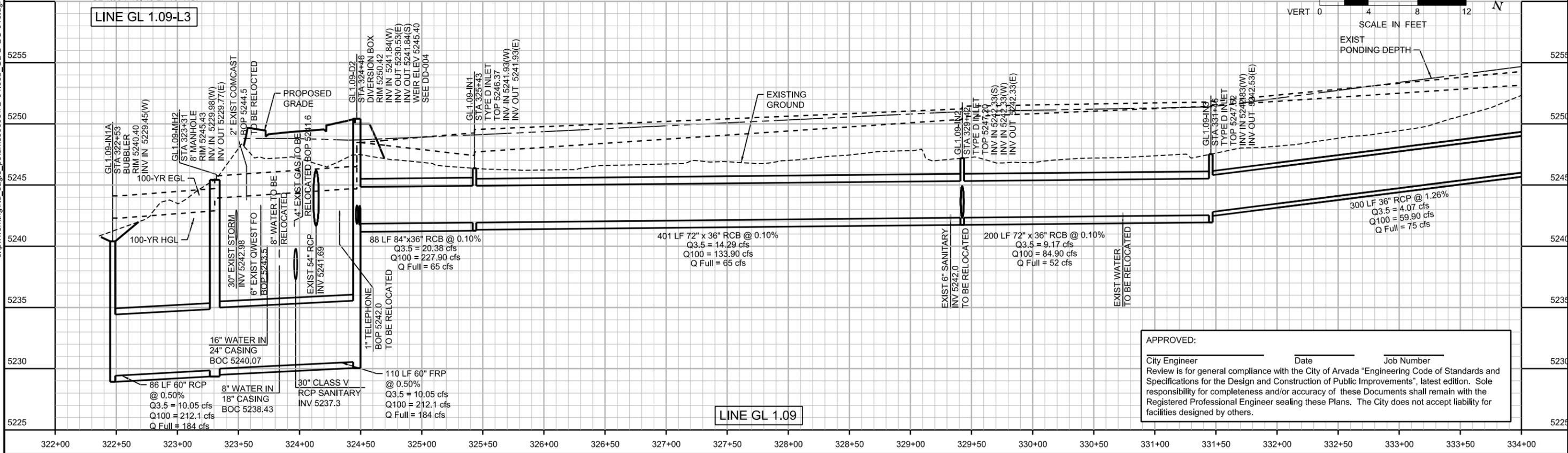
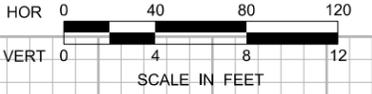
TRACK GRADING AND DRAINAGE PLAN AND PROFILE  
STA 310+00 TO STA 322+00

SHEET REFERENCE NUMBER:  
DG-009

Potential valves at this location. Manhole construction or relocation of valves may be necessary.



NOTES:  
1. INSTALL 18\" TIDEFLEX INLINE CHECK VALVE IN PIPE GL 1.09-P11.



APPROVED:  
City Engineer \_\_\_\_\_ Date \_\_\_\_\_ Job Number \_\_\_\_\_  
Review is for general compliance with the City of Arvada "Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements", latest edition. Sole responsibility for completeness and/or accuracy of these Documents shall remain with the Registered Professional Engineer sealing these Plans. The City does not accept liability for facilities designed by others.

DESIGNED BY: EVS	DATE: 02/12/12	CHECKED BY: SKC	DATE: 03/02/12
DRAWN BY: LNM	DATE: 02/12/12	APPROVED BY: CJB	DATE: 05/24/12

NO.	REVISIONS	BY	DATE
1	DCN-FHDR-00122 - LINE GL 1.09 REVISIONS	EVS	09/25/12
0	ISSUED FOR IFC, CDRL #7B-04.08b, REV 0	EVS	05/24/12

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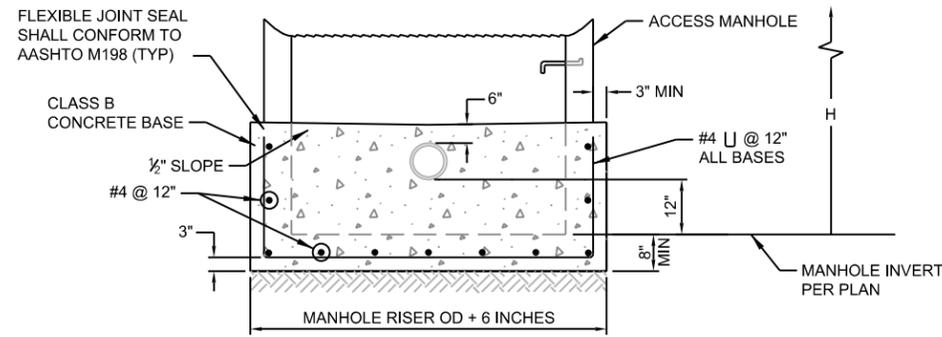
Draft

GOLD LINE  
STORM SEWER PLAN AND PROFILE  
STA 322+00 TO STA 334+00

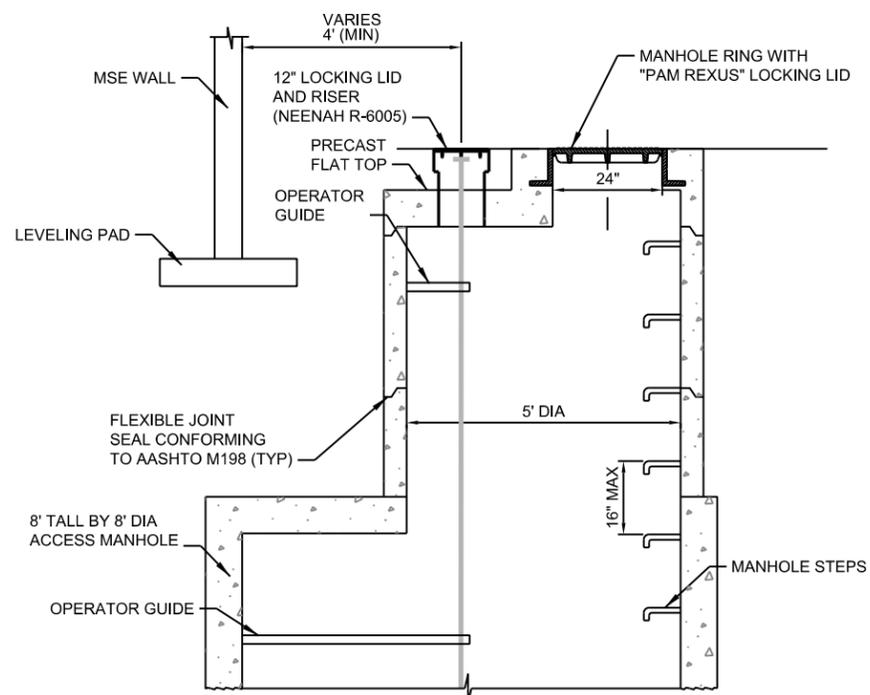
SHEET REFERENCE NUMBER:  
DS-010

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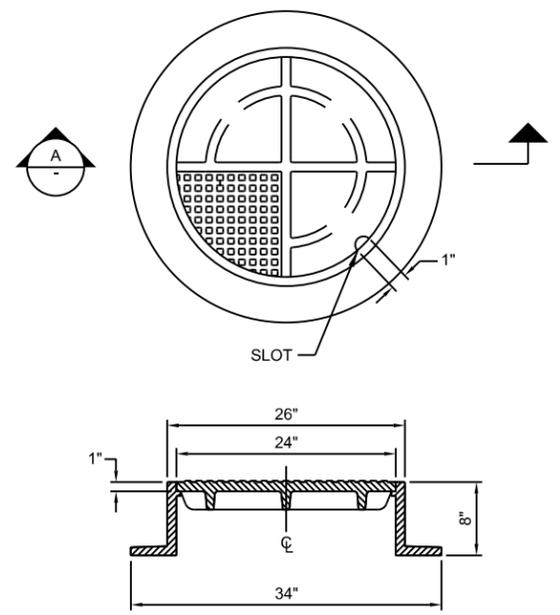
11/28/2012 USER: root



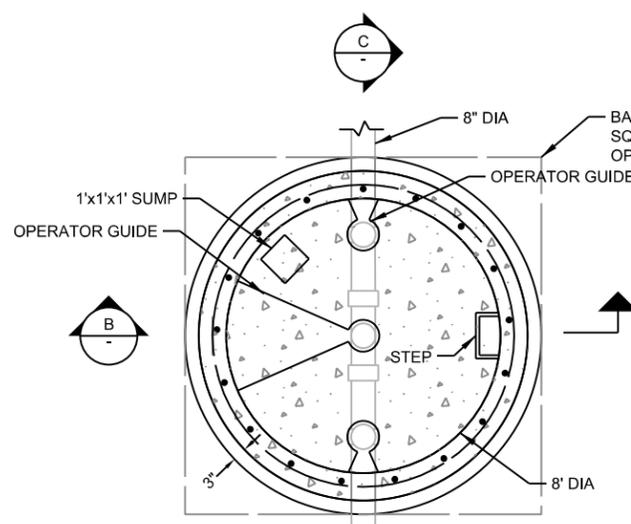
SECTION B



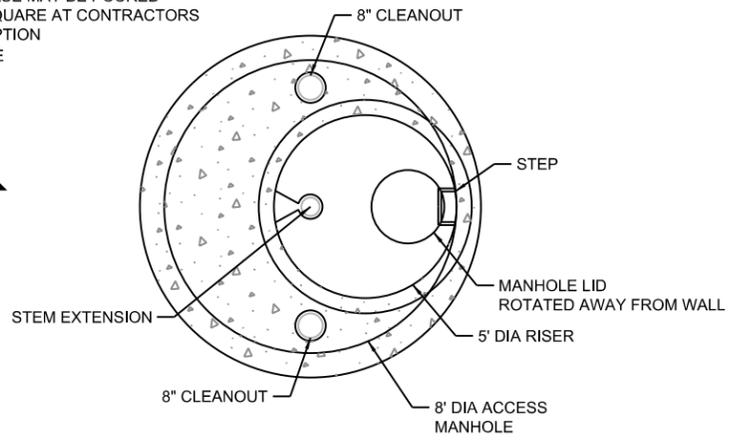
MANHOLE RISER DETAIL



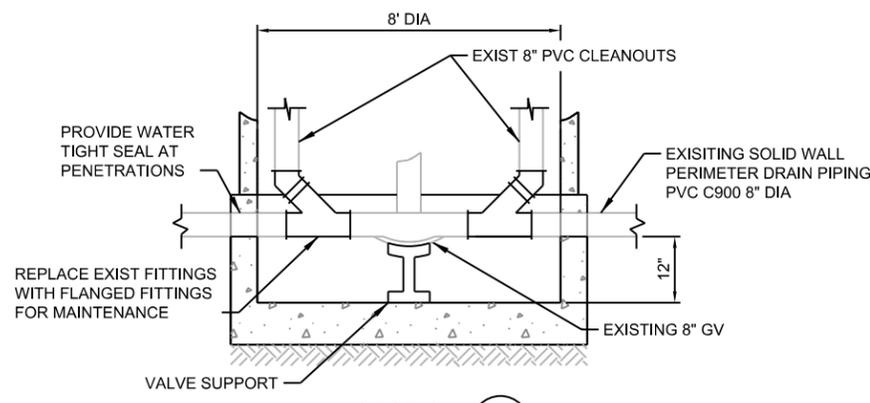
SECTION A  
MANHOLE RING AND COVER  
USE "PAM REXUS" LOCKING HINGED LID



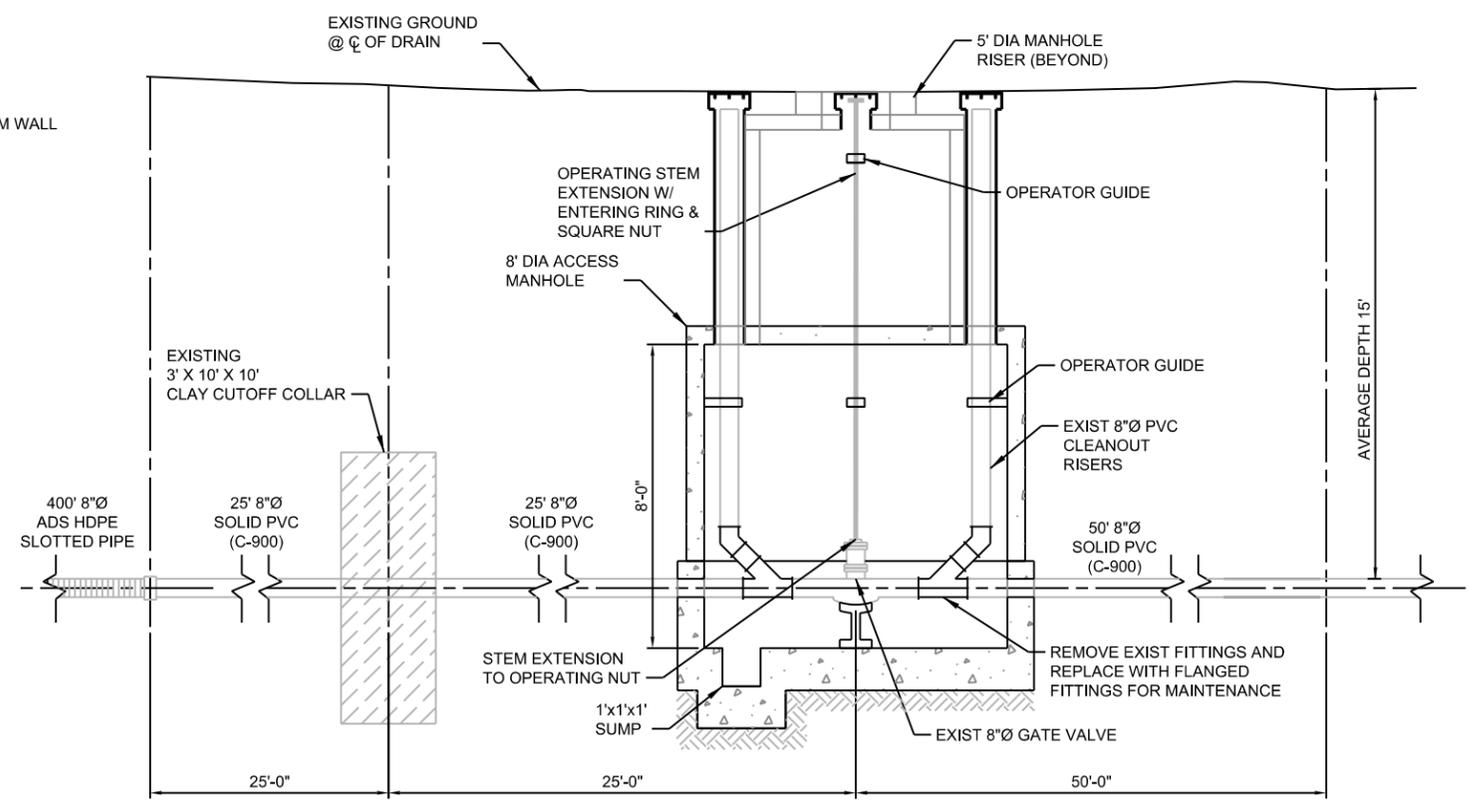
PLAN THROUGH BASE



PLAN THROUGH RISER



SECTION C  
CAST-IN-PLACE SLAB BASE



EXISTING VALVE & CLEANOUT MODIFICATIONS  
C900 PVC REQUIRED FOR ALL PIPES AND FITTINGS

- NOTES:
1. C900 PVC REQUIRED FOR ALL PIPES AND FITTINGS.
  2. BACKFILL ALL EXCAVATION WITH FLOW FILL ALONG SOLID PVC SECTIONS.

NO.	REVISIONS	BY	DATE
1	FHDR-DCN-00122 - ENTIRE SHEET REVISED	EVS	11/30/12
0	ISSUED FOR CONSTRUCTION, CDRL #7B-04.07b, REV 0	EVS	06/08/12

DESIGNED BY: RBT	DATE: 02/03/12	CHECKED BY: EVS	DATE: 05/21/12
DRAWN BY: MS	DATE: 02/03/12	APPROVED BY: CJB	DATE: 06/08/12



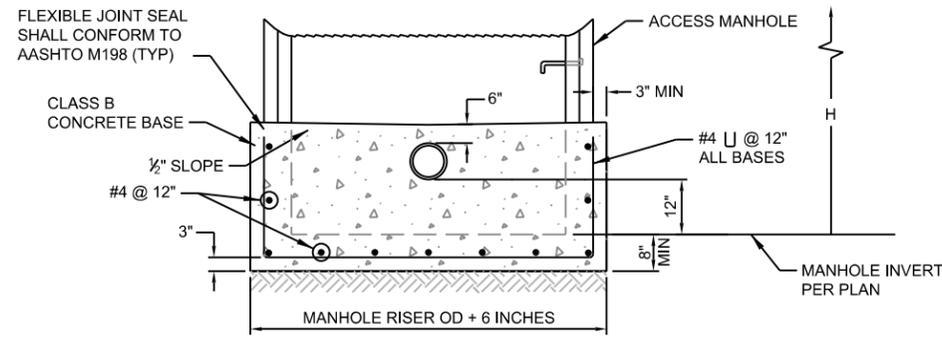
**GOLD LINE**

**JIM BAKER RESERVOIR**  
PERIMETER DRAIN ACCESS MANHOLE  
EXISTING VALVE AND CLEANOUTS

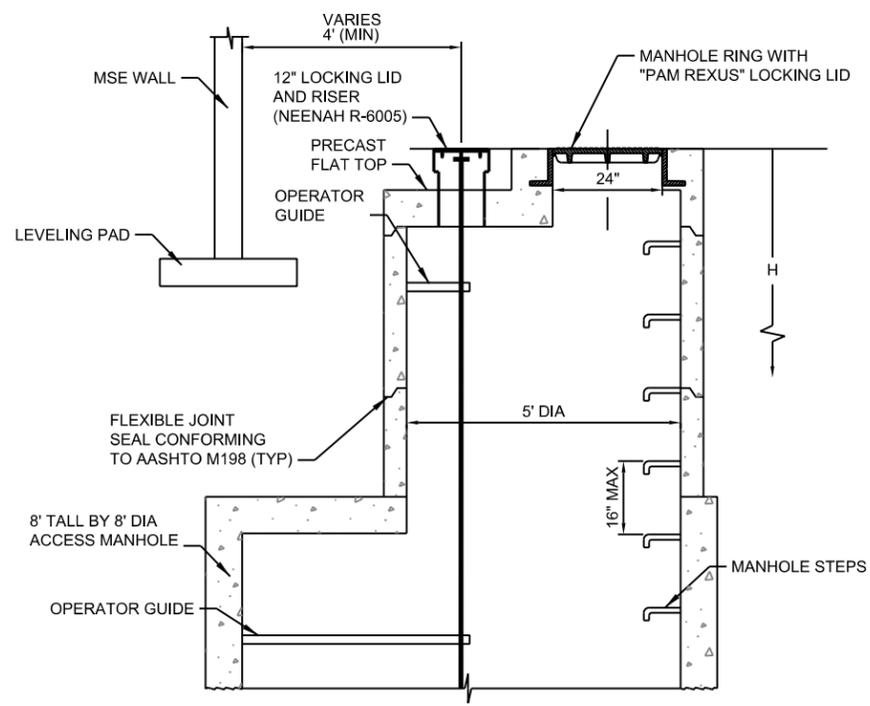
SHEET REFERENCE NUMBER:  
**DD-001**

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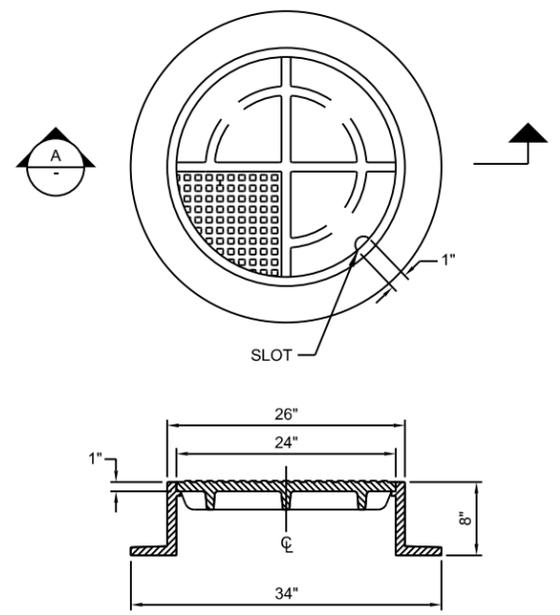
11/28/2012 USER: jroot



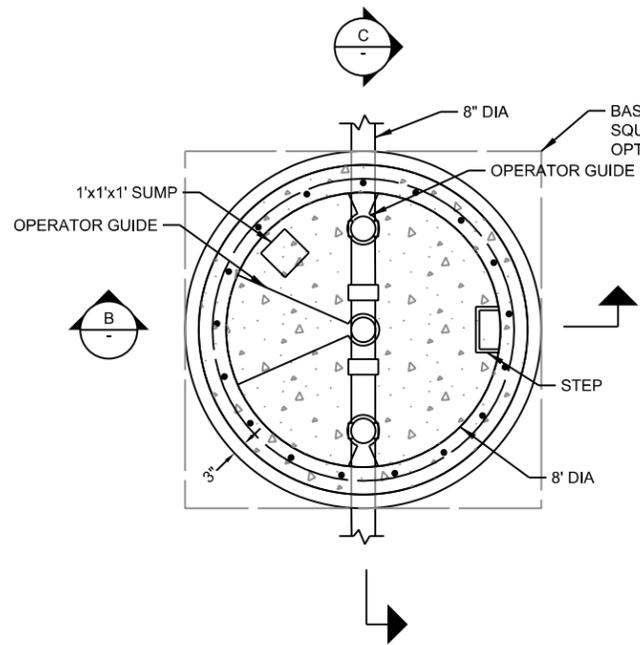
SECTION B



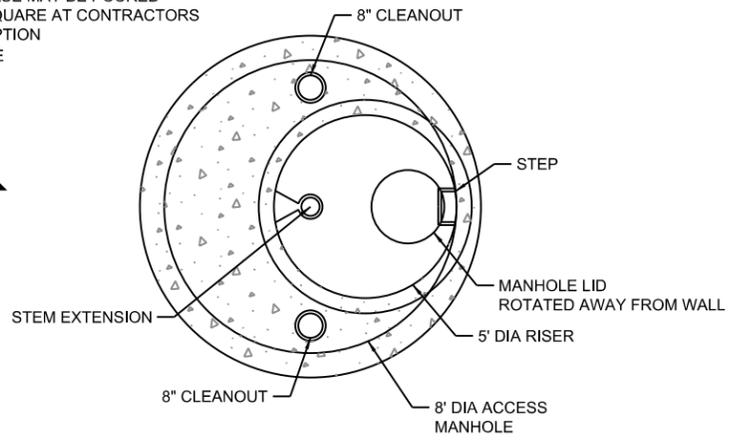
MANHOLE RISER DETAIL



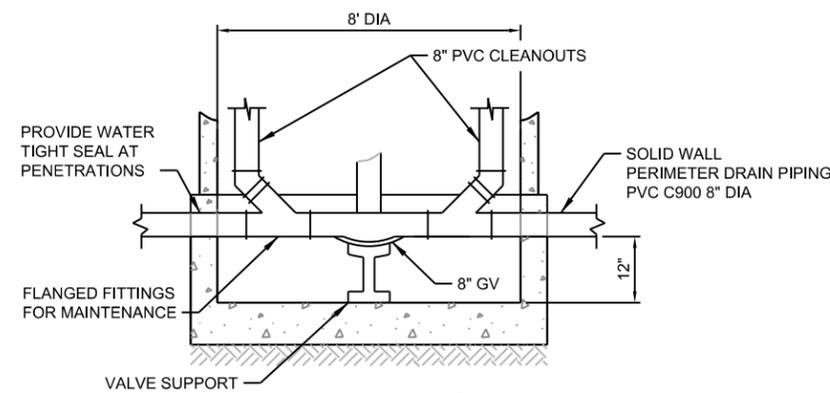
SECTION A  
MANHOLE RING AND COVER  
USE 'PAM REXUS' LOCKING HINGED LID



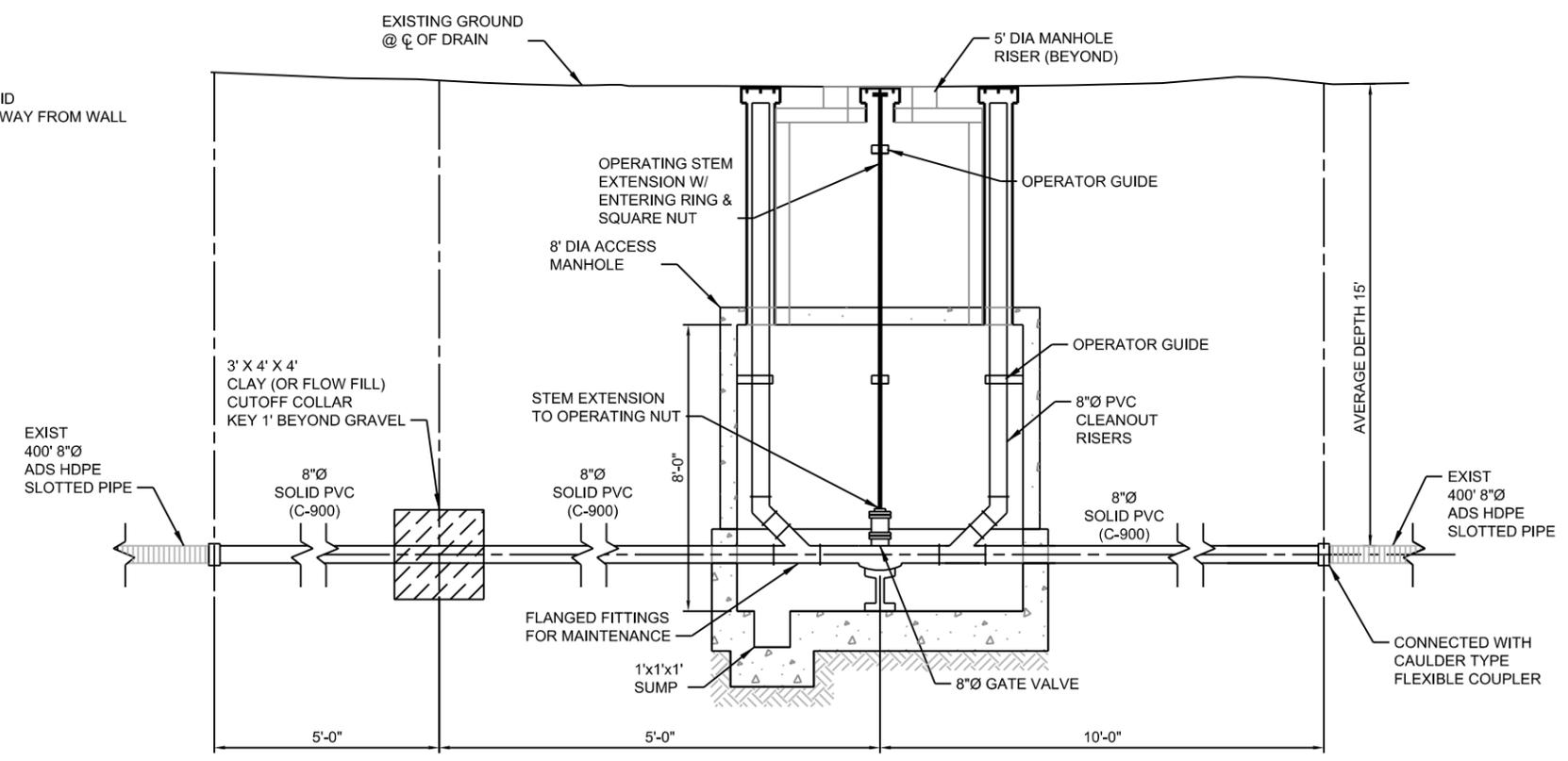
PLAN THROUGH BASE



PLAN THROUGH RISER



SECTION C  
CAST-IN-PLACE SLAB BASE



PROPOSED VALVE & CLEANOUT  
C900 PVC REQUIRED FOR ALL PIPES AND FITTINGS

- NOTES:
1. C900 PVC REQUIRED FOR ALL PIPES AND FITTINGS.
  2. BACKFILL ALL EXCAVATION WITH FLOW FILL ALONG SOLID PVC SECTIONS.

NO.	REVISIONS	BY	DATE
1	FHDR-DCN-00122 - ENTIRE SHEET REVISED	EVS	11/30/12
0	ISSUED FOR CONSTRUCTION, CDRL #7B-04.07b, REV 0	EVS	06/08/12

DESIGNED BY: RBT	DATE: 02/03/12	CHECKED BY: EVS	DATE: 05/25/12
DRAWN BY: MS	DATE: 02/03/12	APPROVED BY: CJB	DATE: 06/08/12

**GOLD LINE**

**JIM BAKER RESERVOIR  
PERIMETER DRAIN ACCESS MANHOLE  
PROPOSED VALVE AND CLEANOUTS**

SHEET REFERENCE NUMBER:  
**DD-002**

**EXHIBIT E**  
**FORM OF THE PERMANENT EASEMENT FOR STORM DRAIN PIPE**  
*[pages to follow]*

## EXHIBIT E

### **CITY OF WESTMINSTER** **PERMANENT DRAINAGE EASEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the Regional Transportation District, ("Grantee"), with a mailing address of 1600 Blake St., Denver, CO 80202, a political subdivision of the State of Colorado, organized pursuant to C.R.S. § 32-9-101, *et seq.*, and the City of Westminster, Colorado ("City"), whose legal address is 4800 West 92nd Avenue, Westminster, CO 80031.

#### **I. CONVEYANCE OF REAL PROPERTY**

For and in consideration of the sum of TEN DOLLARS (\$10.00), the receipt and adequacy of which is hereby acknowledged, the City, subject to the Terms and Conditions set forth below, hereby grants and conveys to the Grantee, its successors and assigns, the following real property interest:

**A. Permanent Easement.** A permanent, non-exclusive easement to construct, install, operate, maintain, repair, reconstruct, replace, inspect and remove, at any time and from time to time including the right of ingress and egress, a drainage pipeline, including any underground and surface appurtenances (the "Improvements") generally as described on Exhibit A, attached hereto and by this reference made a part hereto, and to improve and maintain a suitable slope or grade, together with a right-of-way for access through, on, along, and in all of the hereinafter described easement across those certain lands which are situated in the County of Adams, State of Colorado, said easement being described more fully on Exhibit B, attached hereto and by this reference made a part hereof (the "Permanent Easement").

#### **II. TERMS AND CONDITIONS**

Grantee and City agree that the Easement granted to the Grantee above are made and shall remain subject to the following Terms and Conditions for so long as such interests may exist:

**A. Improvements Within Easement.**

1. City shall not construct or place any new structure or building, fence, street light, power pole, yard light, irrigation system, utility installation, mail box or sign, temporary or permanent, or shrub, tree, woody plant or nursery stock of any kind, or other above or below ground obstruction that would materially impair the exercise of the rights of Grantee pursuant to this Permanent Easement ("Obstructions") on any part of the Permanent Easement. Existing physical improvements in the easement area shall not be considered an Obstruction hereunder nor a "material impairment" of Grantee's rights herein.

2. Any Obstructions situated on any part of the Easement without Grantee's approval shall be removed by the City upon written demand by the Grantee. If the City fails to remove the Obstruction in a reasonable time, Grantee may remove the Obstruction and the City shall promptly reimburse Grantee for its actual costs thereof.

**B. Rights Reserved By City; Nonassignability.** Subject to paragraph II.A., above, the City hereby retains the right to the undisturbed use, enjoyment and occupancy of so much of the property that has been made subject to the Permanent Easement, insofar as such use and occupancy does not impair any rights granted to Grantee respecting the use of the Permanent Easement. Grantee may not assign this Permanent Easement nor permit any use of the Permanent Easement by any third-party, except for

**EXHIBIT E**

Grantee’s contractors and agents, without the City’s written consent.

**C. Agreements Binding; Run with City’s Property.**

1. Each and every one of the benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto.

2. The Permanent Easement herein granted touches and concerns the real property of the City and shall be deemed a covenant running with said property.

**D. Restoration.** Grantee shall diligently restore the surface of any ground it may disturb in the course of exercising any of its rights under the Permanent Easement to substantially the same condition that existed prior to such use by Grantee.

**E. Miscellaneous.**

1. The City shall notify Grantee if Grantee has created a condition in violation of this Agreement, and Grantee shall have an opportunity to correct the condition. Grantee shall pay the City for any costs incurred by the City to remediate said condition not corrected by Grantee.

2. In the event that Grantee (i) provides no mass transit service of any type or (ii) has not initiated construction or reconstruction of transit infrastructure in the vicinity of the easement area for a continuous five (5) year period, the Permanent Easement shall automatically revert to the City and the City shall hold said premises free from said easement.

3. The parties hereto agree that neither has made or authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either party, or its agents or employees.

4. Whenever used herein, the singular number shall include the plural, the plural the singular; and the use of any gender shall be applicable to all genders.

Accepted by:

GRANTEE: RTD

\_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ the \_\_\_\_\_ (name) \_\_\_\_\_ of \_\_\_\_\_ (title) \_\_\_\_\_ (company).

**EXHIBIT E**

Witness my hand and official seal.  
My commission expires: \_\_\_\_\_

(S E A L)

\_\_\_\_\_  
Notary Public

GRANTOR: CITY OF WESTMINSTER

By \_\_\_\_\_  
J. Brent McFall

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by J. Brent McFall, the City Manager of the City of Westminster.

Witness my hand and official seal.  
My commission expires: \_\_\_\_\_

(S E A L)

\_\_\_\_\_  
Notary Public

Approved as to legal form:

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

# EXHIBIT E

## Exhibit A Drain Pipe Plans

# EXHIBIT E

## Exhibit B

### Legal Description of Easement Area

**EXHIBIT F**  
**FORM OF PERMANENT EASEMENT FOR MAINTENANCE AND ACCESS**  
*[pages to follow]*

## EXHIBIT F

### **CITY OF WESTMINSTER** **PERMANENT MAINTENANCE AND ACCESS EASEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the Regional Transportation District, (“Grantee”), with a mailing address of 1600 Blake St., Denver, CO 80202, a political subdivision of the State of Colorado, organized pursuant to C.R.S. § 32-9-101, *et seq.*, and the City of Westminster, Colorado (“City”), whose legal address is 4800 West 92nd Avenue, Westminster, CO 80031.

#### **I. CONVEYANCE OF REAL PROPERTY**

For and in consideration of the sum of TEN DOLLARS (\$10.00), the receipt and adequacy of which is hereby acknowledged, the City, subject to the Terms and Conditions set forth below, hereby grants and conveys to the Grantee, its successors and assigns, the following real property interest:

**A. Permanent Easement.** A permanent, non-exclusive easement through, on, across, and over those certain lands that are situated in the County of Adams, State of Colorado, described more fully on Exhibit A, attached hereto and by this reference made a part hereof (the “Permanent Easement”), for vehicular and pedestrian ingress and egress for purposes of (i) maintaining, repairing, and cleaning the ballast walls; (ii) for maintaining, repairing, replacing, removing, and operating an overhead catenary system (including poles), fences and gates providing access to Grantee's property, and (iii) for emergency egress from the commuter rail track (CRT).

#### **II. TERMS AND CONDITIONS**

Grantee and City agree that the Easement granted to the Grantee above are made and shall remain subject to the following Terms and Conditions for so long as such interests may exist:

**A. Improvements Within Easements.**

1. City shall not construct or place any new structure or building, fence, street light, power pole, yard light, irrigation system, utility installation, mail box or sign, temporary or permanent, or shrub, tree, woody plant or nursery stock of any kind, or other above or below ground obstruction that would materially impair the exercise of the rights of Grantee pursuant to this Permanent Easement (“Obstructions”) on any part of the Permanent Easement. Existing physical improvements in the easement area shall not be considered an Obstruction hereunder nor a “material impairment” of Grantee’s rights herein.

2. Any Obstructions situated on any part of the Permanent Easement without Grantee’s approval shall be removed by City upon written demand by the Grantee. If the City fails to remove the Obstruction within a reasonable time, Grantee may remove the Obstruction and the City shall promptly reimburse Grantee for its actual costs thereof.

**B. Rights Reserved By City; Nonassignability.** Subject to paragraph II.A., above, City hereby retains the right to the undisturbed use, enjoyment and occupancy of so much of the property that has been made subject to the Permanent Easement, insofar as such use and occupancy does not impair any rights granted to the Grantee respecting the use of said Permanent Easement. Grantee may not assign this Permanent Easement nor permit any use of the Permanent Easement by any third-party, except for

EXHIBIT F

Grantee's contractors and agents, without the City's written consent.

**C. Agreements Binding; Run with City's Property.**

1. Each and every one of the benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto.

2. The Easement(s) herein granted touch and concern the real property of the City and shall be deemed covenants running with said property.

**D. Restoration.** Grantee shall diligently restore the surface of any ground it may disturb in the course of exercising any of its rights under the Easement(s) to substantially the same condition that existed prior to such use by the Grantee.

**E. Miscellaneous.**

1. The City shall notify Grantee if Grantee has created a condition in violation of this Agreement, and Grantee shall have an opportunity to correct the condition. Grantee shall promptly reimburse the City for any costs incurred to remediate said condition not corrected by Grantee.

2. In the event that Grantee (i) provides no mass transit service of any type or (ii) has not initiated construction or reconstruction of transit infrastructure in the vicinity of the easement area for a continuous five (5) year period, the Permanent Easement shall automatically revert to the City and the City shall hold said premises free from said easement.

3. The parties hereto agree that neither has made or authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either party, or its agents or employees.

4. Whenever used herein, the singular number shall include the plural, the plural the singular; and the use of any gender shall be applicable to all genders.

Accepted by:

GRANTEE:

\_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ the \_\_\_\_\_ (name) \_\_\_\_\_ of \_\_\_\_\_ (title) \_\_\_\_\_ (company).

Witness my hand and official seal.

EXHIBIT F

My commission expires: \_\_\_\_\_

(S E A L)

\_\_\_\_\_  
Notary Public

GRANTOR: CITY OF WESTMINSTER

By \_\_\_\_\_  
J. Brent McFall

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_            )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by J. Brent McFall, the City Manager of the City of Westminster.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

(S E A L)

\_\_\_\_\_  
Notary Public

Approved as to legal form:

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

EXHIBIT F

Exhibit A  
Legal Description of Easement Area

**EXHIBIT F-1**  
**LEGAL DESCRIPTION FOR MAINTENANCE AND ACCESS EASEMENT**  
*[pages to follow]*

**REGIONAL TRANSPORTATION DISTRICT  
PERMANENT EASEMENT  
TO BE ACQUIRED  
FROM**

PARCEL NO. PE-10 REV4  
STA. 298+ TO STA. 323+

CITY OF WESTMINSTER  
5994 TENNYSON STREET  
CO

**FOR**

**GOLD LINE CORRIDOR COMMUTER RAIL PROJECT**

**EXHIBIT "A"**  
**PERMANENT EASEMENT NO. PE-10 REV4**  
**Date: February 12, 2013**  
**DESCRIPTION**

Parcel No. PE-10 REV4 of the RTD Gold Line Corridor Commuter Rail Project, being a portion of a tract of land described in Book 3464 at Page 810 recorded July 6, 1988 in the Adams County Clerk and Recorder's Office, located in the Southeast Quarter of Section 7, Township 3 South, Range 68 West of the Sixth Principal Meridian, Adams County, Colorado, being more particularly described as follows:

COMMENCING at the Center Quarter Corner of said Section 7 (a found aluminum cap stamped "ERNEST KNIGHT LS 7276 T3S R68W S7 C1/4 1988 ADAMS COUNTY"), WHENCE the East Quarter Corner of said Section 7 (a found 2" aluminum cap stamped "1998 LS 12840") bears N89°45'54"E a distance of 2639.98 feet (basis of bearing – assumed);

THENCE S34°50'10"E a distance of 314.96 feet to the POINT OF BEGINNING;

THENCE N09°06'41"W non-tangent with the following described curve a distance of 10.00 feet;

THENCE along the arc of a curve to the right, having a central angle of 13°16'49", a radius of 3807.00 feet, a chord bearing of N87°40'20"E a distance of 880.42 feet, and an arc distance of 882.40 feet;

THENCE S85°41'16"E tangent with the last described curve a distance of 272.06 feet;

THENCE S00°09'34"W a distance of 2.04 feet;

THENCE S85°30'18"E a distance of 1263.84 feet;

THENCE S00°06'55"W coincident with the westerly line of the Lowell Boulevard right-of-way a distance of 10.03 feet;

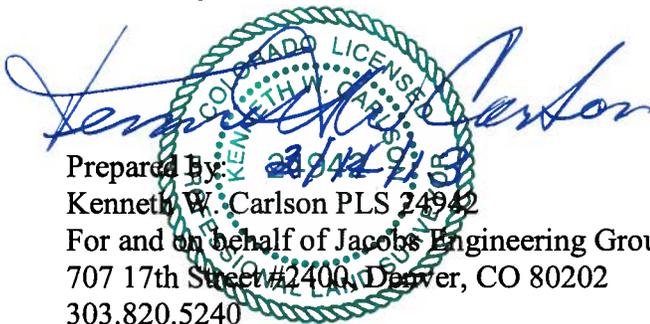
THENCE N85°30'18"W coincident with the northerly line of the Union Pacific Railroad right-of-way a distance of 1273.88 feet;

THENCE N00°09'34"E a distance of 2.01 feet;

THENCE N85°41'16"W tangent with the following described curve a distance of 262.76 feet;

THENCE along the arc of a curve to the left, having a central angle of 13°16'47", a radius of 3797.00 feet, a chord bearing of S87°40'20"W a distance of 878.09 feet, and an arc distance of 880.05 feet to the POINT OF BEGINNING.

Containing 24,195 square feet, (0.555 Acres), more or less.

  
Prepared By: *Kenneth W. Carlson*  
Kenneth W. Carlson PLS 24942  
For and on behalf of Jacobs Engineering Group Inc.  
707 17th Street, Suite 4400, Denver, CO 80202  
303.820.5240

**EXHIBIT G**  
**FORM OF THE TEMPORARY CONSTRUCTION EASEMENT (DTP)**  
*[pages to follow]*

## EXHIBIT G (JBR IGA)

### TEMPORARY CONSTRUCTION EASEMENT

This agreement, hereinafter "Agreement", is entered into and is deemed effective as of this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between Denver Transit Constructors, LLC, a Delaware limited liability company, hereinafter referred to as the "Contractor", and the City of Westminster, a home-rule municipal corporation of the State of Colorado organized pursuant to Article XX of the Colorado Constitution, hereinafter referred to as the "City."

#### RECITALS:

A. WHEREAS, the Regional Transportation District entered into a Concession and Lease Agreement dated July 9, 2010 with Denver Transit Partners, LLC, a Delaware limited liability company, hereinafter the "Concessionaire," concerning the Eagle Project, hereinafter the "Project," pursuant to C.R.S. § 32-9-107.7;

B. WHEREAS, the Contractor is the Concessionaire's subcontractor primarily responsible for the design and construction of the Project;

C. WHEREAS, the City owns a parcel of land depicted on the aerial map attached hereto as Exhibit G-1 and incorporated herein by reference, hereinafter "the Property";

D. WHEREAS, Contractor, its employees, agents, contractors and assigns need access to and certain rights in relation to such Property from \_\_\_\_\_ to \_\_\_\_\_ in order to perform its obligations in relation to the Project, as follows:

1. construction access, and
2. staging area

1 and 2 above are hereinafter collectively referred to as the "Works";

E. WHEREAS, the City is willing to grant Contractor the right to enter and perform the Works to complete the Project on that portion of the Property identified by diagonal hatch marks, as depicted on Exhibit G-1;

#### AGREEMENT

NOW, THEREFORE, for and in consideration of \$10.00, paid to the City by Contractor, receipt of which is hereby acknowledged by the City:

1. The City hereby grants to Contractor, its employees, agents, contractors and assigns, permission to enter upon the Property and proceed with the Works at Property.

2. This grant is subject to any existing easement or right of way of record.

3. The Staging Area as depicted on Exhibit G-1, or any other staging area agreed to by the parties, shall be fenced. The parties shall agree on the manner of restricting access to the construction access consistent with public safety and the needs of Contractor for restricted access.

4. This Agreement shall remain in full force and effect until the earlier of the date that the Works have been completed or (this date must be the same as in D., above)\_\_\_\_, 201\_, whichever first occurs.

5. Prior to commencement of the Works, Contractor shall cause its insurance provider(s) to name the City as an additional insured to each of the Contractor's property damage and personal liability insurance policies, and provide certificate(s) of the same to the City Engineer.

6. The City agrees to coordinate with the Contractor on phasing and access to minimize construction schedule conflicts for the Contractor to utilize the Property.

7. Following completion of the Works, Contractor shall restore any parts of the Property affected by the exercise by Contractor of its rights hereunder to a condition reasonably equivalent to that which it was in when Contractor first accessed the Property pursuant to this Agreement.

8. The City shall have the right to terminate this Agreement, effective upon written notice to Contractor, if Contractor or its employees, agents, contractors or assigns violate any term or condition hereof and Contractor fails to respond to a fifteen business day prior notice to correct the violation. In addition to any and all remedies available to the parties at law or in equity, the prevailing party in any action or proceeding involving this agreement shall be entitled to seek reasonable attorney's fees and costs.

9. The City specifically reserves title to the Property.

10. Neither party shall be liable one to the other for consequential or indirect loss or damage, including any loss of use, profits or revenue. This paragraph is not intended to apply to the claims of third parties, including but not limited to claims asserted against the City by any other governmental entity.

11. Whenever any demand, request, approval, consent or notice is given by one party to the other, it shall be addressed to the parties at their respective addresses as set forth below and delivered by (i) hand, (ii) a nationally recognized overnight express courier, or (iii) registered or certified mail return receipt requested. Either party may at any time change its address by giving the other party notice in accordance with the above, stating the change and setting forth the new address.

12. Notwithstanding anything herein to the contrary, Contractor agrees to indemnify, save, and hold harmless the City, its directors, employees and agents against any and all third-party claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any personal injury, death or property damage to the extent caused by any negligent act or omission or willful misconduct by the Contractor or its employees, agents, subcontractors, or assignees in the course of performing the Works. Contractor's responsibility for any hazardous materials or contamination on the Property shall be expressly limited to materials and equipment brought to the Property by Contractor.

CONTRACTOR:

DENVER TRANSIT CONSTRUCTORS, LLC  
[Add Address]

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

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 201\_, by \_\_\_\_\_ the  
\_\_\_\_\_ (name)  
\_\_\_\_\_ of Denver Transit Constructors, LLC.  
(title)

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

(S E A L)

\_\_\_\_\_  
Notary Public



**EXHIBIT G-1**  
**DEPICTION OF THE TEMPORARY CONSTRUCTION EASEMENT AREA**  
*[pages to follow]*

Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials

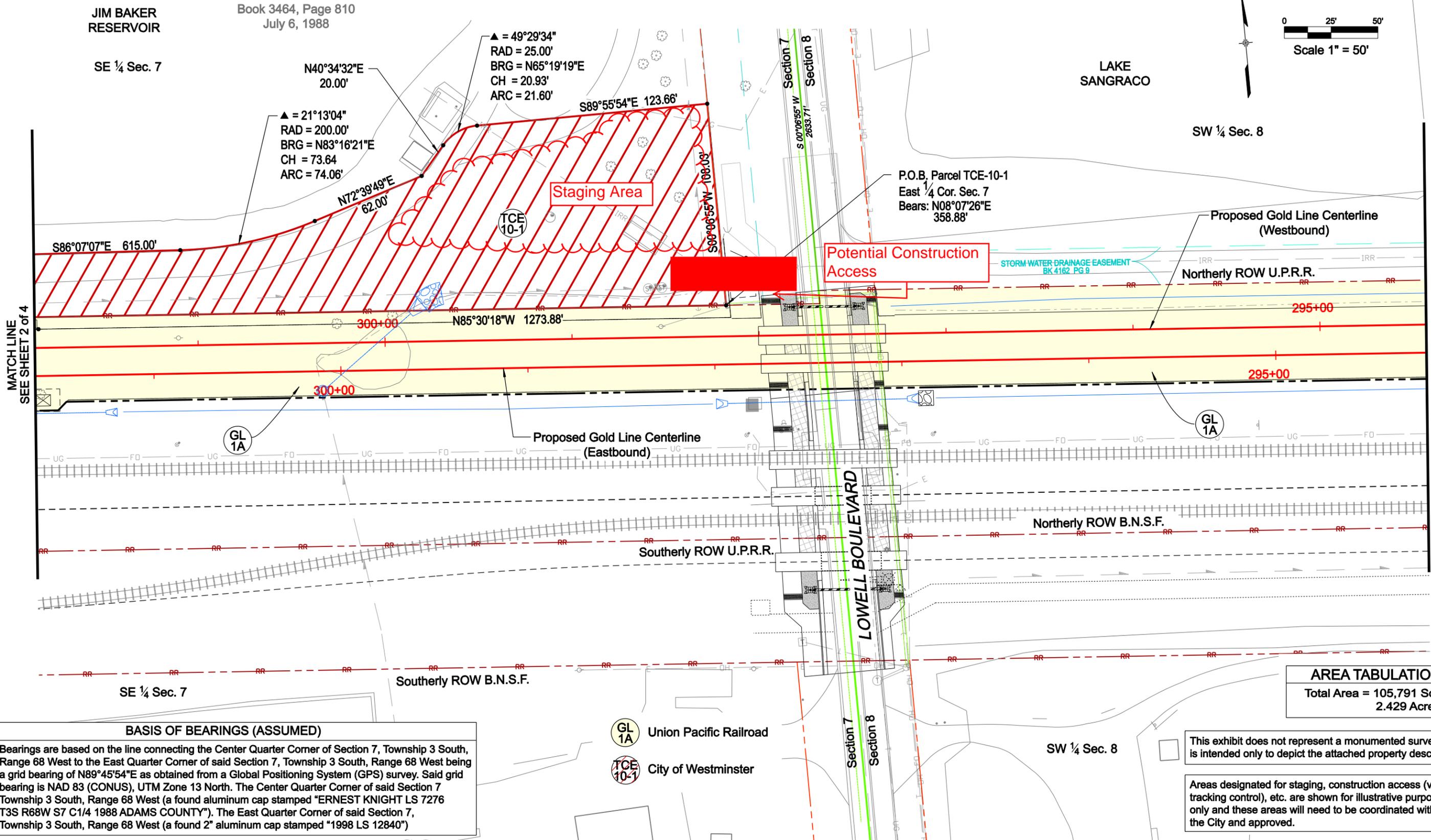
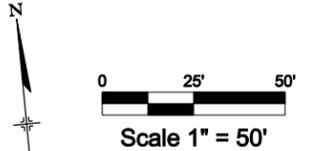
Sheet Revisions		
Date	Description	Initials

Jim Baker Reservoir				
Temporary Construction Easement 10-1				
Project Number: 072120		Project Location: RTD FasTracks Gold Line Corridor		
Project Location: Pecos Street to Ward Road				
Project Code:	Last Mod. Date:	Subset Sheets:	Sheet No.:	Total No. of Sheets:
	02-07-13		1	4

**SE 1/4 Section 7 & SW 1/4 Section 8, Township 3 South, Range 68 West, 6th P.M.**

JIM BAKER RESERVOIR

Book 3464, Page 810  
July 6, 1988



MATCH LINE  
SEE SHEET 2 of 4

AREA TABULATION	
Total Area =	105,791 Sq. Ft.
	2.429 Acres ±

**BASIS OF BEARINGS (ASSUMED)**

Bearings are based on the line connecting the Center Quarter Corner of Section 7, Township 3 South, Range 68 West to the East Quarter Corner of said Section 7, Township 3 South, Range 68 West being a grid bearing of N89°45'54"E as obtained from a Global Positioning System (GPS) survey. Said grid bearing is NAD 83 (CONUS), UTM Zone 13 North. The Center Quarter Corner of said Section 7 Township 3 South, Range 68 West (a found aluminum cap stamped "ERNEST KNIGHT LS 7276 T3S R68W S7 C1/4 1988 ADAMS COUNTY"). The East Quarter Corner of said Section 7, Township 3 South, Range 68 West (a found 2" aluminum cap stamped "1998 LS 12840")

- Union Pacific Railroad
- City of Westminster

This exhibit does not represent a monumented survey and is intended only to depict the attached property description.

Areas designated for staging, construction access (vehicle tracking control), etc. are shown for illustrative purposes only and these areas will need to be coordinated with the City and approved.

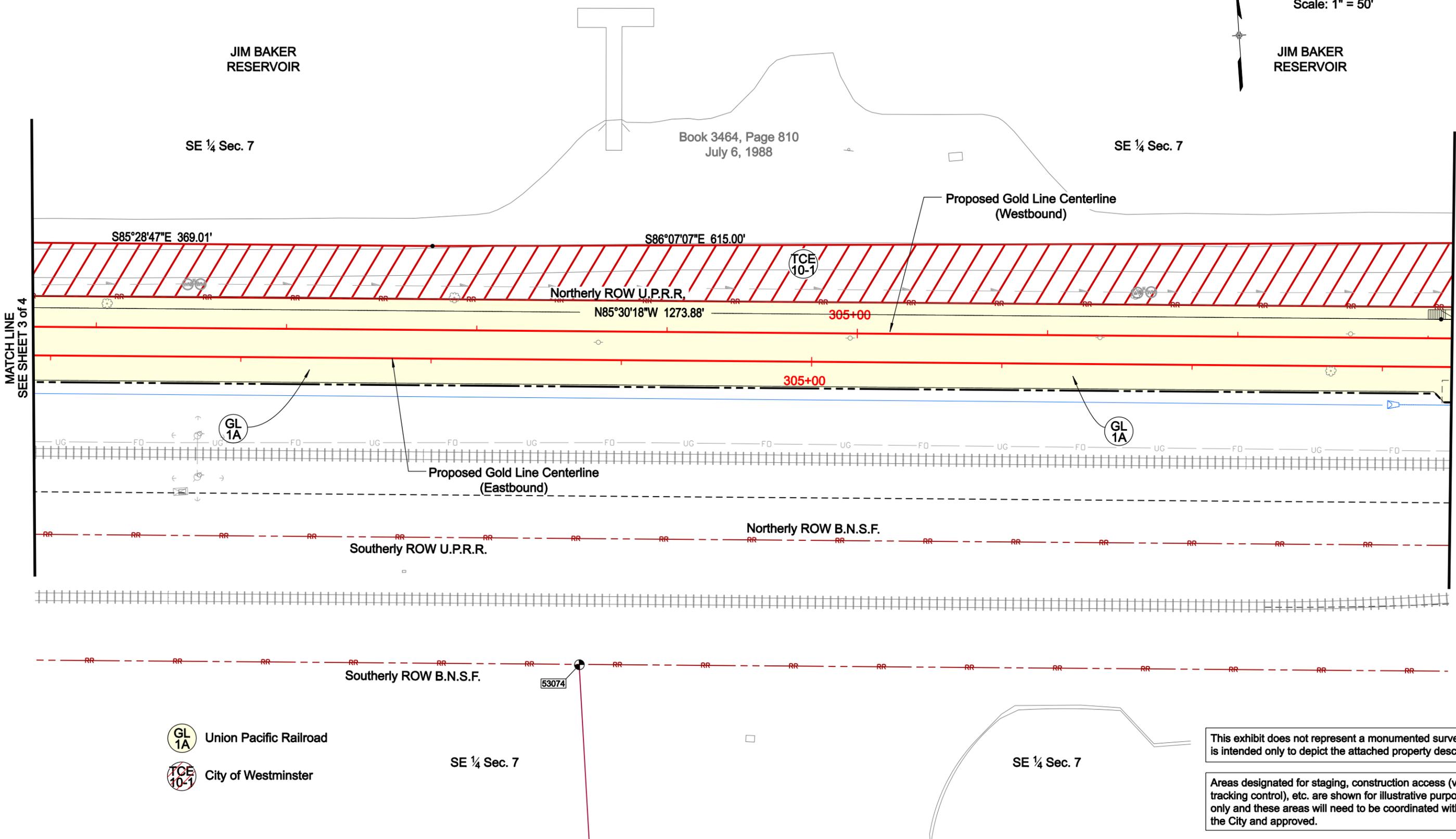
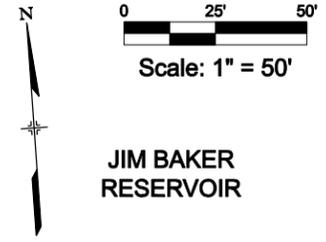
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	02-07-13		2	4

SE ¼ Section 7, Township 3 South, Range 68 West, 6th P.M.



- Union Pacific Railroad
- City of Westminster

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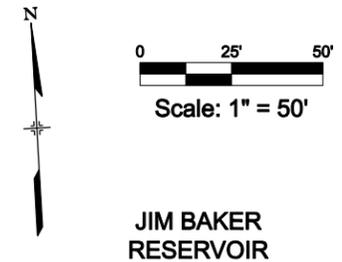
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Date	Description	Initials

Sheet Revisions		
Date	Description	Initials

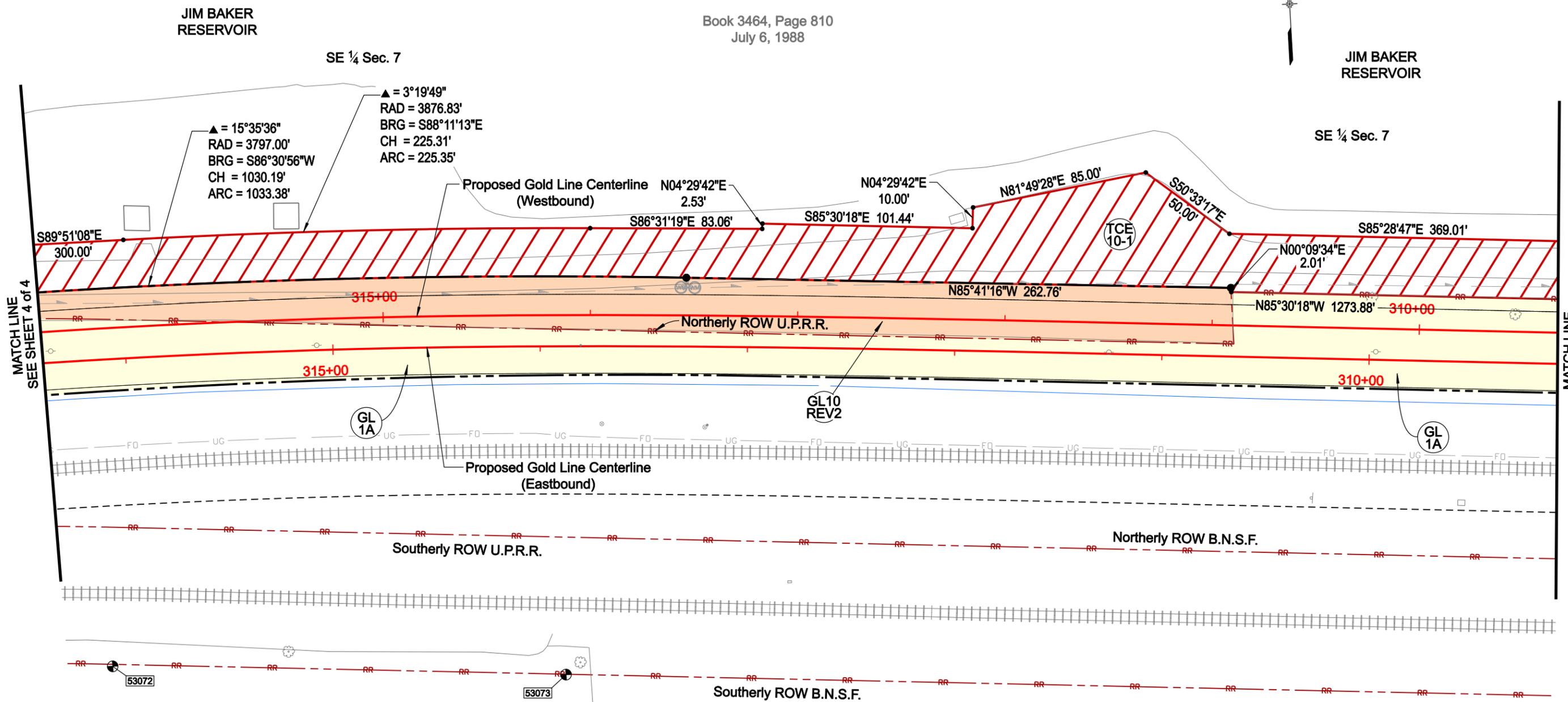
Sheet Revisions		
Date	Description	Initials

Jim Baker Reservoir				
Temporary Construction Easement 10-1				
Project Number: 072120				
Project Location: RTD FasTracks Gold Line Corridor				
Project Location: Pecos Street to Ward Road				
Project Code:	Last Mod. Date	Subset Sheets	Sheet No.	Total No. of Sheets
	02-07-13		3	4

SE 1/4 Section 7, Township 3 South, Range 68 West, 6th P.M.



Book 3464, Page 810  
July 6, 1988



SE 1/4 Sec. 7

GL 1A Union Pacific Railroad  
TCE 10-1 GL 10 REV2 City of Westminster

SE 1/4 Sec. 7

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Areas designated for staging, construction access (vehicle tracking control), etc. are shown for illustrative purposes only and these areas will need to be coordinated with the City and approved.

27/2013 2:02:11 PM K:\072120\_FasTracks\GOLD LINE\Drawings\Exhibits\Jim Baker\TCE-10-1\JIMBAKERTCE10-1-3.dgn



**EXHIBIT H**  
**FORM OF THE TEMPORARY CONSTRUCTION EASEMENT (RTD)**  
*[pages to follow]*

## EXHIBIT H (JBR IGA)

### TEMPORARY CONSTRUCTION EASEMENT

THIS **TEMPORARY CONSTRUCTION EASEMENT** is made this [•] day of [•], 20[•] (this “Easement”), by and between the City of Westminster, a home-rule municipal corporation of the State of Colorado organized pursuant to Article XX of the Colorado Constitution (“Grantor”) and the Regional Transportation District, a political subdivision of the State of Colorado (“Grantee”) (individually a “Party” and collectively, the “Parties”).

Subject to and in accordance with the terms, covenants and conditions contained in this Easement, and in consideration of the mutual agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**I. PREMISES.** Grantor owns a parcel of land in Adams County, Colorado, (the “Property”) and Grantee desires to use a portion of the Property (the “Premises”) for the purposes indicated herein. The Property and the Premises are indicated on Exhibit H-1, attached hereto and incorporated herein by this reference.

**II. GRANT.** Grantor hereby grants a revocable, nonexclusive, nontransferable, temporary easement to Grantee its contractors, agents and assigns to use the Premises subject to and in accordance with the terms, covenants and conditions of this Easement.

**III. TERM.** The term of this Easement shall commence at [•] a.m./p.m. on [•], 20[•] and expire at [•] a.m./p.m. on [•], 20[•], unless sooner terminated (the “Term”).

**IV. PERMITTED USE.** Grantor hereby grants permission to Grantee to use, on a temporary basis for the Term of this Easement, the Premises to construct and install manholes above the Grantor’s perimeter drain (the “Improvement(s)”), to perform one or more video inspections of the Grantor’s perimeter drain, to build a temporary construction access road, to stage equipment and materials, and to restore or rebuild any permanent access road or improvements of Grantor. Installation of the Improvement(s) shall not interfere with existing utilities or other facilities installed on or adjacent to the Property. Grantor shall retain all other rights in and usage of the Premises not inconsistent with the reasonable enjoyment of the above grant. Permission for the Grantee or its contractors to traverse the property of any other property-owners or interest-holders is the sole responsibility of Grantee. Procurement of any applicable regulatory permission or consent is the sole responsibility of Grantee. All of the limitations and obligations imposed upon the Grantee pursuant to this Easement and all rights reserved to Grantor hereunder shall apply with equal force and effect to any contractors and subcontractors performing any activities on behalf of Grantee on the Property. Grantee shall maintain the Premises in a clean, neat and sanitary condition, and properly and promptly dispose of all litter and debris.

**V. TOOLS AND EQUIPMENT.** Grantee shall promptly remove all tools, equipment and materials from the Premises upon completion of Improvement(s) and restore the Premises to substantially the same state and condition as when entered upon.

**VI. CONDITION OF PREMISES.** Grantee acknowledges that it has inspected the Premises and finds the Premises to be suitable. Grantee hereby waives all warranties (express or implied) as to the suitability of Premises.

**VII. APPLICABLE LAWS; VIOLATION.** Grantee shall use and occupy the Premises in a safe and careful manner and shall comply with all applicable municipal ordinances of the City and County in which the Premises is situated, the laws of the State of Colorado and of the United States of America, and all other rules of governmental authorities as may be in force and effect during the Term. If at any time the use of the Premises by Grantee violates said applicable ordinances or laws, Grantee shall either cease and desist from continuing such use or shall surrender the Premises upon demand by Grantor.

**VIII. ADDITIONAL GRANTEES.** Grantee understands and agrees that during the Term, facilities on the Property may be used by the public or otherwise, and Grantee shall conduct its work so as not to unreasonably interfere with such other uses.

**IX. ASSIGNMENT AND SUBLETTING.** Neither this Easement nor any interest herein may be assigned by Grantee, voluntarily or involuntarily, by operation of law or otherwise. In addition, Grantee agrees that it will not sublet the Premises, or any part thereof, or any interest therein, without the prior written consent of Grantor. No assignment or subletting shall release Grantee from any responsibility or liability hereunder. Any subletting or assignment in violation of this Section shall be null and void.

**X. GRANTOR EQUIPMENT.** Grantee shall not use Grantor equipment, tools or furnishings located in or about Premises without prior approval by Grantor.

**XI. INDEMNITY.** Notwithstanding anything herein to the contrary, Grantee will require its contractor to indemnify, save, and hold harmless the Grantor, its directors, employees and agents against any and all third-party claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any personal injury, death or property damage to the extent caused by any negligent act or omission or willful misconduct by the contractor or its employees, agents, subcontractors, or assignees in the course of performing the permitted uses. The contractor's responsibility for any hazardous materials or contamination on the Property shall be expressly limited to materials and equipment brought to the Property by contractor.

**XII. INSURANCE.** Prior to commencement of the permitted uses, Grantee will require its contractor to cause its insurance provider(s) to name the City as an additional insured to each of the Contractor's property damage and personal liability insurance policies, and provide certificate(s) of the same to the City Engineer.

**XIII. NOTICES.** All notices provided for herein shall be in writing and shall be personally delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested, to the Parties at the addresses given below or at such other address that may be specified by written notice in accordance with this Section:

**Grantee:** Manager of Real Property  
1560 Broadway, Suite 650  
Denver, CO 80202

**Grantor:** City Manager\_  
4800 West 92<sup>nd</sup> Avenue  
Westminster, CO 80031

**with a copy to:**

General Counsel  
1600 Blake Street  
Denver, CO 80202

City Attorney  
4800 West 92<sup>nd</sup> Ave.  
Westminster, CO 80031

**XIV. ENTIRE AGREEMENT.** This Easement represents the entire agreement between the Parties regarding the Premises.

**XV. AMENDMENTS TO EASEMENT.** No changes, alterations or modifications to any of the provisions hereof shall be effective unless contained in a written agreement signed by the Grantor and Grantee.

**XVI. WAIVER, SEVERABILITY.** The failure of any Party to exercise any right hereunder, or to insist upon strict compliance by the other Party, shall not constitute a waiver of either Party's right to demand strict compliance with the terms and conditions of this Easement. If any provision of this Easement is held to be unenforceable for any reason, its unenforceability shall not affect the remainder of this Easement, which shall remain in full force and effect and enforceable in accordance with its terms.

**XVII. GOVERNING LAW AND LEGAL EFFECT.** This Easement shall be interpreted and enforced according to the laws of the State of Colorado. This Easement runs with the land and the benefits and burdens thereof inure to the benefit of and without further action become binding upon the Parties and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties have executed this Easement:

**GRANTOR:  
CITY OF WESTMINSTER**

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

\_\_\_\_\_ Date

Name: J. Brent McFall  
Title: City Manager

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_  
Office of the City Attorney

\_\_\_\_\_ Date

**GRANTEE:  
REGIONAL TRANSPORTATION DISTRICT:**

By: \_\_\_\_\_  
\_\_\_\_\_ **Date**

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_  
Jenifer M. Ross-Amato  
Associate General Counsel  
\_\_\_\_\_ Date

**EXHIBIT H-1**  
**DEPICTION OF THE TEMPORARY CONSTRUCTION EASEMENT AREA (RTD)**  
*[pages to follow]*



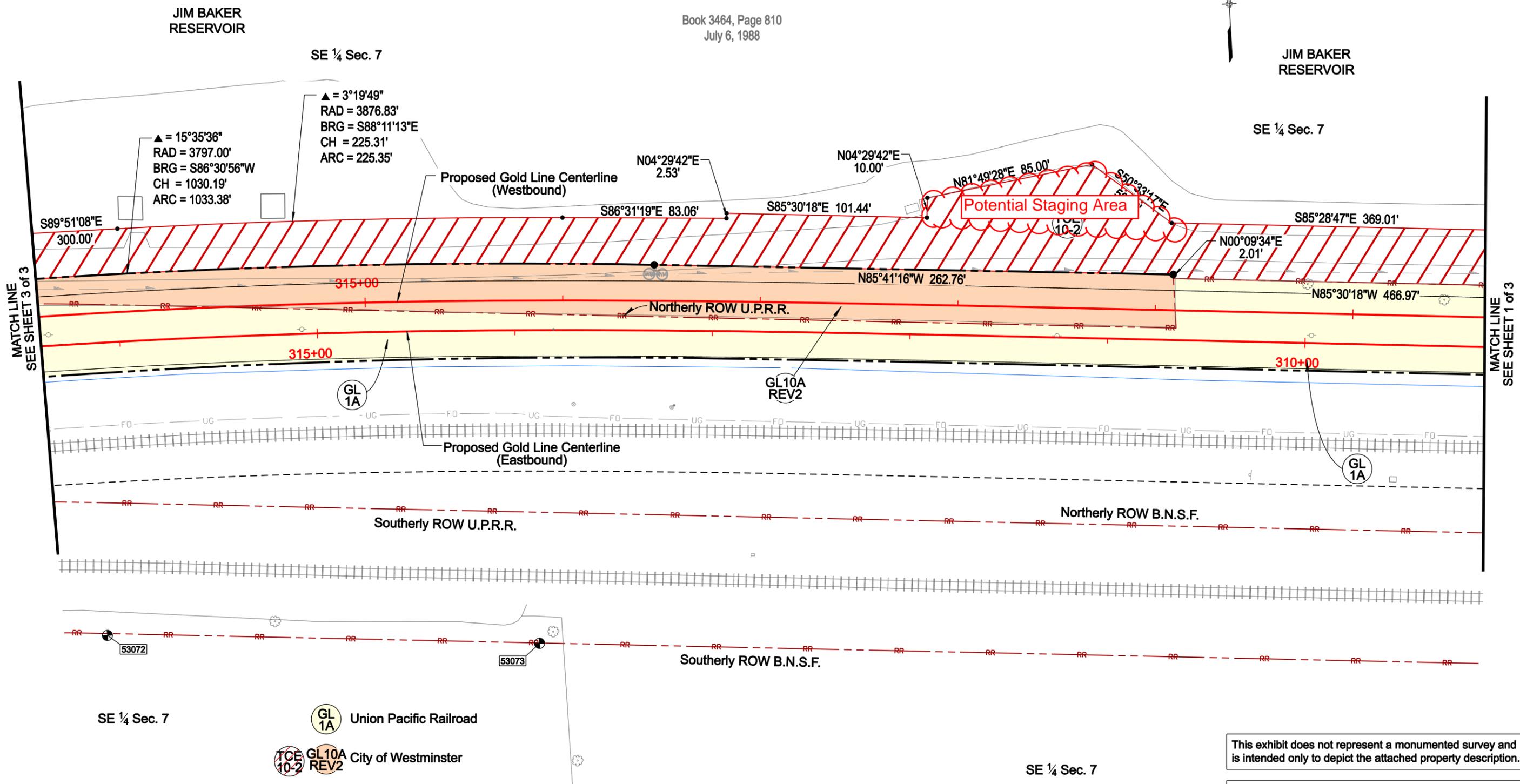
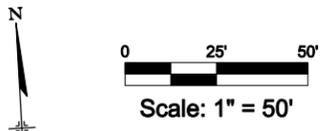
Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials

Jim Baker Reservoir				
Temporary Construction Easement 10-2				
Project Number: 072120				
Project Location: RTD FasTracks Gold Line Corridor				
Project Location: Pecos Street to Ward Road				
Project Code:	Last Mod. Date	Subset Sheets	Sheet No.	Total No. of Sheets
	02-07-13		2	3

SE 1/4 Section 7, Township 3 South, Range 68 West, 6th P.M.



This exhibit does not represent a monumented survey and is intended only to depict the attached property description.

Areas designated for staging, construction access (vehicle tracking control), etc. are shown for illustrative purposes only and these areas will need to be coordinated with the City and approved.

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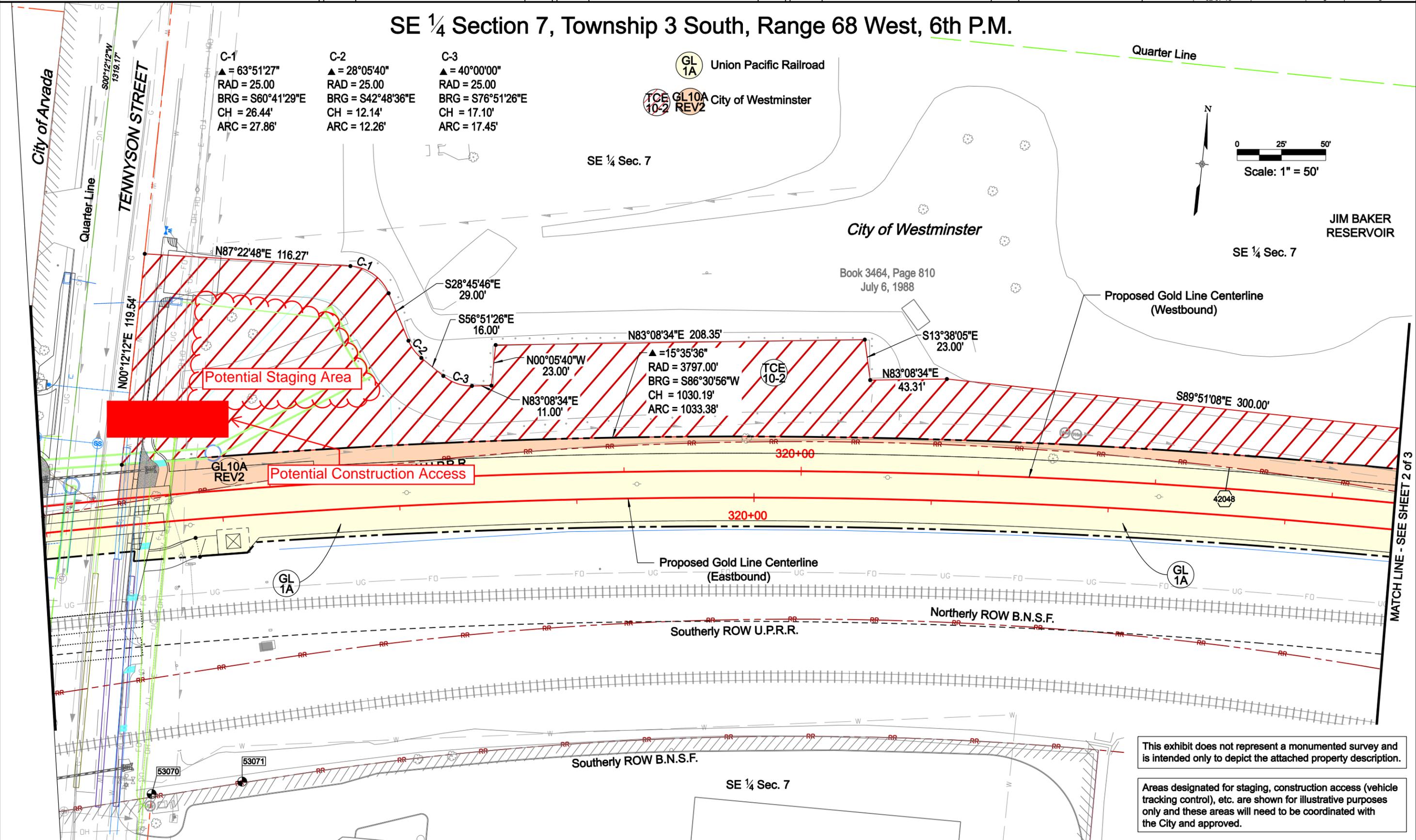
Sheet Revisions		
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Sheet Revisions		
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Project Number: 072120		Project Location: RTD FasTracks Gold Line Corridor		
Project Location: Pecos Street to Ward Road				
Project Code:	Last Mod. Date:	Subset Sheets:	Sheet No.:	Total No. of Sheets:
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SE 1/4 Section 7, Township 3 South, Range 68 West, 6th P.M.



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Areas designated for staging, construction access (vehicle tracking control), etc. are shown for illustrative purposes only and these areas will need to be coordinated with the City and approved.

**EXHIBIT I**  
**FORM OF THE SPECIAL WARRANTY DEED WITH RESERVATION OF**  
**EASEMENT**  
*[pages to follow]*

**EXHIBIT I (JBR IGA)**

**SPECIAL WARRANTY DEED**

**THIS DEED**, dated \_\_\_\_\_, 2013, between the City of Westminster, whose legal address is 4800 West 92<sup>nd</sup> Avenue, Westminster, Colorado 80031, a Colorado home rule municipal corporation organized pursuant to Article XX of the Colorado Constitution (“Grantor”), and the Regional Transportation District, whose legal address is 1600 Blake Street, Denver, Colorado 80202, a political subdivision of the State of Colorado (“Grantee”):

**WITNESS**, that the Grantor, for and in consideration of the sum of (\$XX,XXX.xx) \_\_\_\_\_ DOLLARS and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee, its heirs, successors, and assigns forever, all the real property lying and being in Adams County and the State of Colorado, described as follows:

EXHIBIT A, attached hereto and incorporated herein by this reference, and

**RESERVING THEREFROM** a permanent, non-exclusive easement to occupy, operate, maintain, repair, replace, inspect and remove portions of Grantor’s perimeter drain line, various manholes and clean-outs, and any existing monitoring wells (“Improvements”) as depicted on EXHIBIT B, attached hereto and incorporated herein by this reference, which Improvements are situate, lying and being in Adams County and the State of Colorado, described as EXHIBIT C, attached hereto and incorporated herein by this reference (“Easement”), and

The Easement is subject to Grantee’s right to the undisturbed use, enjoyment and occupancy of so much of the property that has been made subject to the easement, and

The Easement shall include the Grantor’s right of ingress and egress to its Improvements, subject to Grantee providing an access permit and that such access shall be at times and upon conditions necessary to ensure the health, safety, and welfare of the public and Grantee’s and the Grantee’s contractor’s employees, and to minimize service interruptions, and

Grantor shall diligently restore the surface of any ground it may disturb in the course of exercising any of its rights under the Easement to substantially the same condition that existed prior to such use by Grantor;

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



Exhibit A to Special Warranty Deed

**[Insert legal description here for Parcel GL 10A]**

Exhibit B to Special Warranty Deed  
Depiction of Reserved Easement Areas

**[Insert Exhibit A-2 from the IGA (description of the reserved easement)]**

Exhibit C to Special Warranty Deed  
Reserved Easement Parcels

**[Insert Exhibits I-2, I-3 and I-4 from the IGA (legal descriptions for reserved easements)]**

**EXHIBIT I-1**  
**LEGAL DESCRIPTION FOR PARCEL GL-10A**  
*[pages to follow]*

**REGIONAL TRANSPORTATION DISTRICT  
REAL PROPERTY  
TO BE ACQUIRED  
FROM**

PARCEL NO. GL-10A REV2  
STA. 310+ TO STA. 324+

CITY OF WESTMINSTER  
5994 TENNYSON STREET  
CO

**FOR**

**GOLD LINE CORRIDOR COMMUTER RAIL PROJECT**

**EXHIBIT "A"**  
**PARCEL NO. GL-10A REV2**  
**Date: January 14, 2013**  
**DESCRIPTION**

Parcel No. GL-10A REV2 of the RTD Gold Line Corridor Commuter Rail Project, being a portion of a tract of land described in Book 3464 at Page 810 recorded July 6, 1988 in the Adams County Clerk and Recorder's Office, located in the Southeast Quarter of Section 7, Township 3 South, Range 68 West of the Sixth Principal Meridian, Adams County, Colorado, being more particularly described as follows:

COMMENCING at the Center Quarter Corner of said Section 7 (a found aluminum cap stamped "ERNEST KNIGHT LS 7276 T3S R68W S7 C1/4 1988 ADAMS COUNTY"), WHENCE the East Quarter Corner of said Section 7 (a found 2" aluminum cap stamped "1998 LS 12840") bears N89°45'54"E a distance of 2639.98 feet (basis of bearing – assumed);  
THENCE S05°47'53"E a distance of 286.94 feet to the easterly line of the Tennyson Street right-of-way, and the POINT OF BEGINNING;

THENCE along the arc of a curve to the right, having a central angle of 15°35'36", a radius of 3797.00 feet, a chord bearing of N86°30'56"E a distance of 1030.19 feet, and an arc distance of 1033.38 feet;

THENCE S85°41'16"E tangent with the last described curve a distance of 262.76 feet;  
THENCE S00°09'34"W coincident with the southerly line of said Union Pacific Railroad Company right-of-way and extension thereof a distance of 27.08 feet;

THENCE the following two (2) courses coincident with said northerly right-of-way line:

- 1) N85°30'18"W tangent with the following described curve a distance of 539.44 feet;
- 2) Along the arc of a curve to the left, having a central angle of 19°26'00", a radius of 2043.08 feet, a chord bearing of S84°46'42"W a distance of 689.65 feet, and an arc distance of 692.97 feet;
- 3) S75°03'42"W tangent with the last described curve a distance of 68.04 feet;

THENCE N00°12'12"E coincident with said easterly right-of-way line a distance of 22.25 feet to the POINT OF BEGINNING.

Containing 19,356 square feet, (0.444 Acres), more or less.


Prepared by:  
Kenneth W. Carlson PLS 24942  
For and on behalf of Jacobs Engineering Group Inc.  
707 17th Street #2400, Denver, CO 80202  
303.820.5240

**EXHIBIT I-2**  
**LEGAL DESCRIPTION FOR RESERVED EASEMENT PE-1**  
*[pages to follow]*

**REGIONAL TRANSPORTATION DISTRICT  
PERMANENT EASEMENT  
TO BE ACQUIRED  
FROM**

CITY OF WESTMINSTER PE-1  
STA. 321+ TO STA. 324+

REGIONAL TRANSPORTATION DISTRICT

**FOR**

**GOLD LINE CORRIDOR COMMUTER RAIL PROJECT**

**EXHIBIT "A"**  
**CITY OF WESTMINSTER PERMANENT EASEMENT PE-1**  
**Date: February 8, 2013**  
**DESCRIPTION**

CITY OF WESTMINSTER PE-1 of the RTD Gold Line Corridor Commuter Rail Project, being a portion of a tract of land described in Book 3464 at Page 810 recorded July 6, 1988 in the Adams County Clerk and Recorder's Office, located in the Southeast Quarter of Section 7, Township 3 South, Range 68 West of the Sixth Principal Meridian, Adams County, Colorado, being more particularly described as follows:

COMMENCING at the Center Quarter Corner of said Section 7 (a found aluminum cap stamped "ERNEST KNIGHT LS 7276 T3S R68W S7 C1/4 1988 ADAMS COUNTY") WHENCE the East Quarter Corner of said Section 7 (a found 2" aluminum cap stamped "1998 LS 12840") bears N89°45'54"E a distance of 2639.98 feet (basis of bearing – assumed); THENCE S14°07'26"E a distance of 286.20 feet to the POINT OF BEGINNING;

THENCE along the arc of a curve to the right, having a central angle of 0°03'41", a radius of 3797.00 feet, a chord bearing of N79°22'38"E a distance of 4.06 feet, and an arc distance of 4.06 feet;

THENCE S00°36'41"E non-tangent with the last described curve a distance of 6.81 feet;

THENCE N75°16'41"E tangent with the following described curve a distance of 63.18 feet;

THENCE along the arc of a curve to the right, having a central angle of 0°37'44", a radius of 1762.00 feet, a chord bearing of N75°35'33"E a distance of 19.34 feet, and an arc distance of 19.34 feet;

THENCE along the arc of a curve to the right, non-tangent with the last described curve, having a central angle of 0°48'47", a radius of 3797.00 feet, a chord bearing of N81°02'20"E a distance of 53.88 feet, and an arc distance of 53.88 feet;

THENCE along the arc of a curve to the left, non-tangent with the last described curve, having a central angle of 0°13'45", a radius of 1758.00 feet, a chord bearing of S77°32'30"W a distance of 7.03 feet, and an arc distance of 7.03 feet;

THENCE S12°46'07"E non-tangent with the last described curve a distance of 5.00 feet;

THENCE S77°13'53"W a distance of 12.00 feet;

THENCE N12°46'07"W non-tangent with the following described curve a distance of 5.00 feet;

THENCE along the arc of a curve to the left, having a central angle of 1°45'28", a radius of 1758.00 feet, a chord bearing of S76°09'25"W a distance of 53.93 feet, and an arc distance of 53.93 feet;

THENCE S75°16'41"W tangent with the last described curve a distance of 68.31 feet;

THENCE N00°36'41"W a distance of 11.23 feet to the POINT OF BEGINNING.

Containing 540 square feet, (0.012 Acres), more or less.

Prepared by:

Kenneth W. Carlson PLS 24942

For and on behalf of Jacobs Engineering Group Inc.

707 17th Street #2400, Denver, CO 80202

303.820.5240

**EXHIBIT I-3**  
**LEGAL DESCRIPTION FOR RESERVED EASEMENT PE-2**  
*[pages to follow]*

**REGIONAL TRANSPORTATION DISTRICT  
PERMANENT EASEMENT  
TO BE ACQUIRED  
FROM**

CITY OF WESTMINSTER PE-2  
STA. 311+ TO STA. 318+

REGIONAL TRANSPORTATION DISTRICT

**FOR**

**GOLD LINE CORRIDOR COMMUTER RAIL PROJECT**

**EXHIBIT "A"**  
**CITY OF WESTMINSTER PERMANENT EASEMENT PE-2**  
**Date: February 8, 2013**  
**DESCRIPTION**

CITY OF WESTMINSTER PE-2 of the RTD Gold Line Corridor Commuter Rail Project, being a portion of a tract of land described in Book 3464 at Page 810 recorded July 6, 1988 in the Adams County Clerk and Recorder's Office, located in the Southeast Quarter of Section 7, Township 3 South, Range 68 West of the Sixth Principal Meridian, Adams County, Colorado, being more particularly described as follows:

COMMENCING at the Center Quarter Corner of said Section 7 (a found aluminum cap stamped "ERNEST KNIGHT LS 7276 T3S R68W S7 C1/4 1988 ADAMS COUNTY") WHENCE the East Quarter Corner of said Section 7 (a found 2" aluminum cap stamped "1998 LS 12840") bears N89°45'54"E a distance of 2639.98 feet (basis of bearing – assumed); THENCE S71°25'39"E a distance of 673.32 feet to the POINT OF BEGINNING;

THENCE along the arc of a curve to the right, having a central angle of 1°11'38", a radius of 3797.00 feet, a chord bearing of N88°34'54"E a distance of 79.12 feet, and an arc distance of 79.13 feet;

THENCE S02°30'12"W non-tangent with the last described curve a distance of 1.41 feet;

THENCE S87°29'48"E a distance of 89.50 feet;

THENCE S88°05'40"E a distance of 245.08 feet;

THENCE N01°54'20"E a distance of 3.52 feet;

THENCE S85°42'25"E a distance of 12.01 feet;

THENCE S01°54'20"W a distance of 3.02 feet;

THENCE S88°05'40"E a distance of 71.92 feet;

THENCE S85°41'16"E a distance of 150.81 feet;

THENCE N86°21'08"W a distance of 76.73 feet;

THENCE N88°05'40"W a distance of 145.89 feet;

THENCE S01°54'20"W a distance of 3.37 feet;

THENCE N88°05'40"W a distance of 12.00 feet;

THENCE N01°54'20"E a distance of 3.37 feet;

THENCE N88°05'40"W a distance of 245.10 feet;

THENCE N87°29'48"W a distance of 89.52 feet;

THENCE S02°30'12"W a distance of 4.77 feet;

THENCE N87°29'48"W a distance of 12.00 feet;

THENCE N02°30'12"E a distance of 4.77 feet;

THENCE N87°29'48"W a distance of 66.94 feet to the POINT OF BEGINNING.

Containing 2,250 square feet, (0.052 Acres), more or less.

Prepared by:

Kenneth W. Carlson PLS 24942

For and on behalf of Jacobs Engineering Group Inc.

707 17th Street #2400, Denver, CO 80202

303.820.5240

**EXHIBIT I-4**  
**LEGAL DESCRIPTION FOR RESERVED EASEMENT PE-3**  
*[pages to follow]*

**REGIONAL TRANSPORTATION DISTRICT  
PERMANENT EASEMENT  
TO BE ACQUIRED  
FROM**

CITY OF WESTMINSTER PE-3  
STA. 310+ TO STA. 311+

REGIONAL TRANSPORTATION DISTRICT

**FOR**

**GOLD LINE CORRIDOR COMMUTER RAIL PROJECT**

**EXHIBIT "A"**  
**CITY OF WESTMINSTER PERMANENT EASEMENT PE-3**  
**Date: February 8, 2013**  
**DESCRIPTION**

CITY OF WESTMINSTER PE-3 of the RTD Gold Line Corridor Commuter Rail Project, being a portion of a tract of land described in Book 3464 at Page 810 recorded July 6, 1988 in the Adams County Clerk and Recorder's Office, located in the Southeast Quarter of Section 7, Township 3 South, Range 68 West of the Sixth Principal Meridian, Adams County, Colorado, being more particularly described as follows:

COMMENCING at the Center Quarter Corner of said Section 7 (a found aluminum cap stamped "ERNEST KNIGHT LS 7276 T3S R68W S7 C1/4 1988 ADAMS COUNTY") WHENCE the East Quarter Corner of said Section 7 (a found 2" aluminum cap stamped "1998 LS 12840") bears N89°45'54"E a distance of 2639.98 feet (basis of bearing – assumed); THENCE S79°30'29"E a distance of 1325.84 feet to the POINT OF BEGINNING;

THENCE S85°41'16"E a distance of 12.00 feet;  
THENCE S04°18'44"W a distance of 6.84 feet;  
THENCE N85°41'16"W a distance of 12.00 feet;  
THENCE N04°18'44"E a distance of 6.84 feet to the POINT OF BEGINNING.

Containing 82 square feet, (0.002 Acres), more or less.

Prepared by:  
Kenneth W. Carlson PLS 24942  
For and on behalf of Jacobs Engineering Group Inc.  
707 17th Street #2400  
Denver, CO 80202  
303.820.5240

**EXHIBIT J**  
**[*There is no Exhibit J.*]**

**EXHIBIT K**  
**AERIAL DEPICTION OF JBR OUTLET WORKS**  
*[pages to follow]*

2010 Aerial Imagery

Jim Baker Reservoir

Lake Sangraco

Lowell Blvd

JBR Outlet Ditch

Combined JBR/Kershaw Ditch

Kershaw Ditch Delivery Point to Lake Sangraco

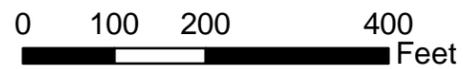
JBR Outlet Ditch

JBR Outlet connection to Lake Sangraco outlet

Kershaw Ditch

Lowell Blvd

1 inch = 200 feet



# Exhibit K

JBR Outlet Ditch

Kershaw Ditch

Combined JBR/Kershaw Ditch

Lake Sangraco outlet

Adams County Parcels

02/21/2013



**EXHIBIT L**  
**LICENSE AND RIGHT OF ENTRY**  
*[pages to follow]*

**EXHIBIT L (JBR IGA )**

**LICENSE AND PERMISSION TO ENTER**

The City of Westminster (the City) hereby grants an irrevocable license and permission to enter to the Regional Transportation District, a political subdivision of the state of Colorado (Grantee), its contractors, and its agents to enter the property commonly known as the Jim Baker Reservoir property, generally located at \_\_\_\_\_, in Adams County, Colorado, (the Property), for the purposes of providing vehicular and pedestrian access to those certain Storm Drain Pipe Easement and Maintenance and Access Easement areas, previously granted by the City to the Grantee, pursuant to an Intergovernmental Agreement entered into by the parties on or about \_\_\_\_\_, 2013.

A. Term. The period of use covered by this License commences on \_\_\_\_\_ and shall continue for as long as needed to serve as access to Grantee's easement areas. Grantee and the City agree that this license does not constitute a lease.

B. Scope. This License may be used for the purposes of entering upon the Property, for any and all maintenance and repair of the Grantee's Improvements installed pursuant to the afore-mentioned easements.

City of Westminster

Approved as to form:

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

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

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

City Attorney's Office

Date: \_\_\_\_\_

---

**RELEASE**

Grantee, on behalf of itself and its contractors and agents, hereby releases the City, its officials and employees and their sureties, and each of them from all liability, claims, or causes of actions whatsoever arising out of any damage, loss or injury to Grantee and its personal property that may result from Grantee's entry onto the Property. This release is effective whether such loss, damage or injury results from the negligence of the City, public officials and employees and their sureties, and each of them, or from some other cause. Hazards may exist on the Property and the City has not and will not be able to eliminate all possible hazards. Grantee expressly assumes all risks of entering onto the Property, including but not limited to, any risks associated with any hazardous materials that may exist on the Property.

**I hereby represent that I have carefully read and understand the contents of this document and am fully authorized to sign this Release on behalf of the Grantee.**





**Agenda Memorandum**

City Council Meeting  
March 18, 2013



**SUBJECT:** 2013 Colorado Department of Public Health and Environment Provider Grant

**Prepared By:** Richard Spahn, EMS Coordinator

**Recommended City Council Action**

Authorize the Fire Department to pursue a 2013 Colorado Department of Public Health and Environment Provider Grant in the amount of \$56,000 for the purpose of replacing, enhancing and upgrading Fire Department ambulance hydraulic powered stretchers.

**Summary Statement**

- In 2005, the Fire Department purchased hydraulic powered ambulance stretchers replacing stretchers requiring personnel to manually lift and lower patients. In 2013, the Fire Department's hydraulic stretchers will be eight years old. These units have experienced significant wear and tear performing approximately 35,000 transports during this warranty period.
- The Fire Department is pursuing grant funding to purchase four new hydraulic powered stretchers. If awarded, these stretchers will replace two obsolete hydraulic powered stretchers as recommended by our current vendor and the Food and Drug Administration's (FDA) requirements, and upgrade two manually operated stretchers.
- The number of vendors providing hydraulic powered stretchers is limited. Two vendors are able to provide the product that meets the Fire Department's needs. The cost of a hydraulic powered stretcher is approximately \$14,000. Staff will request quotes from the two vendors.
- A 50% cash match is required. The Fire Department approved 2013 and 2014 budget includes the purchase of one replacement hydraulic powered stretcher each year. If the grant is awarded, Staff will reallocate funds within the Fire Department operating budget to provide the matching funds required to purchase one additional new hydraulic powered stretcher in both budget years.
- The grant submittal deadline was February 15, 2013. Due to the short turnaround time, the grant application was submitted before City Council could be briefed on this issue.
- Should City Council direct Staff to withdraw the Grant application, Staff can do so without penalty. With authorization from City Council, Fire Department Staff will continue to pursue this grant opportunity.

**Expenditure Required:** \$28,000 (City funds match)

**Source of Funds:** Fire Department Operating Budget

**Policy Issue**

Should the City of Westminster Fire Department continue with their submission of the application for the 2013 Colorado Department of Public Health and Environment (CDPHE) Provider Grant to fund the replacement and upgrade of hydraulic powered ambulance stretchers?

**Alternative**

Direct Staff to withdraw the submission of the 2013 CDPHE Provider Grant. This option is not recommended because it will require continued servicing of aging and obsolete ambulance stretchers and will ultimately result in the City funding the replacement of the stretchers at full cost.

**Background Information**

In 2005, the City of Westminster's Risk Management Division and the Fire Department collaborated in the purchase of the first hydraulic powered stretcher. Prior to that time, the Fire Department utilized manual stretchers to transport patients. Although the hydraulic powered stretcher was significantly more expensive than the manual unit, Risk Management and Fire Department Staff justified the purchase by demonstrating a reduction in back injuries to Fire Department personnel and the overall safety of our patients during transport. Risk Management continues to support and encourage the use of hydraulic powered stretchers.

As with many other agencies, the City has experienced a growing number of patients that are considered obese in nature. Hydraulic powered stretchers have significantly reduced spinal load injuries to Fire Department personnel during patient care. This program has had a significant positive impact on the organization by reducing on-duty back related injuries by 50% in the first year. The program has maintained a 70% to 80% reduction of injuries over the last seven years. In 2012, the Fire Department achieved a 100% reduction in back related lifting injuries. In addition, hydraulic powered stretchers reduced the City's workman's compensation claims filed due to back strains and injury from these types of lifting events in the same noted fashion. The goal is to continue this trend.

The Fire Department's immediate need is to replace two outdated hydraulic powered stretchers and upgrade/replace two manual stretchers with hydraulic powered stretchers. The two manual stretchers in the reserve ambulances would be replaced with existing hydraulic powered stretchers and the new hydraulic powered stretchers acquired through this grant would be placed into the in-service ambulances. After consulting with the manufacturer, it was established that these units were out of their serviceable life set forth by the FDA, and the vendor themselves. The Fire Department will continue to follow a replacement schedule to maintain and sustain the inventory of hydraulic powered stretchers.

There are currently five hydraulic powered stretchers on front-line ambulances beginning to show some wear and tear. In addition, there are two reserve ambulances equipped with manual stretchers that Staff is attempting to replace with hydraulic powered stretchers through this grant fund opportunity. Currently, when a hydraulic powered stretcher is placed out of service, crews are asked to utilize the manual stretcher until the situation can be resolved.

City Council action on this item addresses two Strategic Plan Goals: Financially Sustainable City Government Providing Exceptional Services and Safe and Secure Community.

Respectfully submitted,

Stephen P. Smithers  
Acting City Manager



## Agenda Item 8 H

### Agenda Memorandum

City Council Meeting  
March 18, 2013



**SUBJECT:** Second Reading of Councillor's Bill No. 10 re Replacement Fire Engine Purchase

**Prepared By:** Bill Work, Deputy Fire Chief  
Tim Burandt, Fire Lieutenant

### Recommended City Council Action

Pass Councillor's Bill No. 10 on second reading appropriating \$435,393 in the General Capital Outlay Replacement Fund for the lease purchase of the replacement fire engine.

### Summary Statement

- City Council action is requested to pass the attached Councillor's Bill on second reading, which appropriates funds for the replacement of a 1998 Pierce Fire Engine (#5116).
- This Councillor's Bill was passed on first reading on February 25, 2013.

**Expenditure Required:** Not to exceed \$435,393

**Source of Funds:** Proceeds from Lease Purchase agreement in GCORF

Respectfully submitted,

Stephen P. Smithers  
Acting City Manager

Attachment - Ordinance

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **10**

SERIES OF 2013

INTRODUCED BY COUNCILLORS  
**Winter - Kaiser**

**A BILL**

**FOR AN ORDINANCE INCREASING THE 2013 BUDGET OF THE GENERAL CAPITAL  
OUTLAY REPLACEMENT 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 General Capital Outlay Replacement Fund, initially appropriated by Ordinance No. 3655 is hereby increased by \$435,393. This appropriation is due to an increase in the master lease for the General Capital Outlay Replacement Fund.

Section 2. The \$435,393 increase in the General Capital Outlay Replacement Fund shall be allocated to City revenue and expense accounts as described in the City Council Agenda Item 10 A-C, dated February 25, 2013, (a copy of which may be obtained from the City Clerk) increasing City fund budgets as follows:

General Capital Outlay Replacement Fund	<u>\$435,393</u>
Total	<u>\$435,393</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 25<sup>th</sup> day of February, 2013.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED  
this 18<sup>th</sup> day of March, 2013.

ATTEST:

\_\_\_\_\_  
Mayor

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



# Agenda Item 10 A

## Agenda Memorandum

City Council Meeting  
March 18, 2013



**SUBJECT:** Resolution No. 11 re Acquisition of Property Interests for 72<sup>nd</sup> Avenue and Raleigh Street Bridge Replacement

**Prepared by:** Stephen C. Baumann, Assistant City Engineer

### Recommended City Council Action

Adopt Resolution No. 11 authorizing City staff to proceed with the acquisition of fee simple and easement property interests necessary for the 72<sup>nd</sup> Avenue/Raleigh Street Bridge Replacement project, including the use of eminent domain, if necessary; and authorize a total of \$260,000 for acquisition and related activities.

### Summary

- The 72<sup>nd</sup> Avenue and Raleigh Street Bridge Replacement project will take advantage of approximately \$1.8 million in federal funding to replace the poorly-rated box culvert at the intersection. The City will augment those funds to improve the streets and pedestrian facilities, and make significant utility improvements in the same area, all of which will require the acquisition of fee simple and easement property rights from five private properties.
- The necessary acquisitions have been identified and appraisals are being prepared to determine a basis for compensation to the affected landowners. A total of \$260,000 has been budgeted for the costs of property acquisition, but negotiations and/or an eminent domain action will determine the ultimate cost of right of way for the project.
- The resolution recommends City Council’s approval of acquisition activities, including the use of eminent domain if necessary, and authorizes all necessary expenditures to secure the property interests needed for the project.

**Expenditure Required:** \$260,000

**Source of Funds:** General Capital Improvement Fund—72<sup>nd</sup>/LDC Bridge Replacement  
Utility Fund—72<sup>nd</sup> Avenue/Bradburn Water Account  
Utility Fund—72<sup>nd</sup> Avenue/Bradburn Wastewater Account

### **Policy Issue**

Should the City pursue the acquisition of properties needed for the construction of the 72<sup>nd</sup> Avenue and Raleigh Street Bridge Replacement?

### **Alternative**

The only alternatives to the recommended action would be to abandon or delay the project. Since the 72<sup>nd</sup> Avenue and Raleigh Street structure is in such poor shape and the project has been in the planning and design stages for several years, these alternatives are not recommended. Plus, this would result in the loss of about \$1.8 million in federal grant funds.

### **Background Information**

A project to replace the low-rated structure carrying 72<sup>nd</sup> Avenue over Little Dry Creek at Raleigh Street is currently underway. Design activities have defined the extent of right-of-way and easements needed for the project that will include street and structure reconstruction and the relocation and replacement of significant water and sewer infrastructure in 72<sup>nd</sup> Avenue from Bradburn Boulevard to approximately Tennyson Street as well as Raleigh Street south from 72<sup>nd</sup> Avenue. Replacement of the existing box culvert is being supported by a federal grant of up to \$1.83 million. Funding in the General Capital Improvement Fund and Utility Fund budgets will pay for the other infrastructure improvements. The project is expected to start construction in the fall of 2013. The total project cost is roughly estimated to be \$6 million.

Five private properties are directly affected by the proposed improvements, necessitating acquisition of property rights to install and maintain the public improvements. The parcels proposed for acquisition are depicted in the attachments to this agenda memo and will include fee simple interests for street rights-of-way and utilities, permanent easements for utility relocation and installation, and temporary easements as needed for the construction. Temporary construction easements to provide access for work or staging areas for the contractor will also be developed for each of the property ownerships. Appraisals to determine the fair market value of the acquisitions are being prepared under a contract with a qualified real estate appraisal professional.

A budget of \$260,000 has been estimated for property acquisition costs, including those for an acquisitions agent, owner-appraisals allowed by Colorado statutes and closing costs. Since several of the easements needed are for water and sanitary sewer facilities, acquisitions costs will be apportioned between project accounts in the Utility Fund and the General Capital Improvement Fund. Based on the appraiser's determination of just compensation by the City's appraiser, the City will offer to purchase the necessary property rights and undertake good faith negotiations with each of the property owners with the intent of settling the purchases amicably. Should negotiations fail, the City has authority to condemn the parcels under Colorado's eminent domain statutes.

The attached resolution authorizes Staff to proceed with activities and expenditures necessary to secure legal possession and acquire fee interests and easements for the 72<sup>nd</sup> Avenue and Raleigh Street bridge replacement project. Under the proposed resolution, the City Engineer will have the authority to make minor modifications to the parcel descriptions based on ongoing refinement of the construction drawings. The City Manager will have the authority to approve a compensation amount on the basis of the appraised value or such other negotiated value that is just and necessary to facilitate settlement. Authority to condemn the property interests in an eminent domain action is also included in the resolution, but efforts will focus on negotiated settlements.

**SUBJECT:** Resolution re Acquisition of Property Interests for 72<sup>nd</sup>/Raleigh Street Bridge Page 3

Property acquisition activities related to the 72<sup>nd</sup> Avenue and Raleigh Street Bridge Replacement project help achieve the City Council's Strategic Plan Goals of a "Financially Sustainable City Government Providing Exceptional Services" and "Vibrant Neighborhoods In One Livable Community" by investing in and improving sustainable city infrastructure and by enhancing access and safety conditions at 72<sup>nd</sup> Avenue and Raleigh Street.

Respectfully submitted,

Stephen P. Smithers  
Acting City Manager

Attachment - Resolution with Exhibit A

RESOLUTION

RESOLUTION NO. **11**

INTRODUCED BY COUNCILLORS

SERIES OF 2013

---

**A RESOLUTION TO ACQUIRE FEE INTERESTS AND  
EASEMENTS FOR THE 72<sup>ND</sup> AVENUE AND RALEIGH STREET BRIDGE REPLACEMENT  
PROJECT**

WHEREAS, the Westminster City Council has determined that it is necessary to the public health, safety and welfare to acquire certain property rights for the public purpose of installing public infrastructure necessary for the proposed 72<sup>nd</sup> Avenue and Raleigh Street Bridge Replacement project (the "Project"); and

WHEREAS, appraisals of real property prepared by a professional appraisal company experienced in performing appraisals will be used to determine the fair market value of the property rights and parcels to be acquired; and

WHEREAS, the City of Westminster (the "City") will make a good faith offer to purchase each of the subject parcels; and

WHEREAS, the City is a home rule municipality under Colorado Constitution Article XX with the legal authority and power of eminent domain and the City Attorney has advised that the City may exercise its right of eminent domain should normal negotiations fail; and

WHEREAS, if the property cannot be obtained voluntarily the City is authorized to commence condemnation proceedings to acquire the property interests identified below and to prosecute the proceedings to their conclusion; and

WHEREAS, City Council finds that if acquisition by condemnation of any parcel described in this resolution is commenced, immediate possession by the City may be necessary for the public health, safety and welfare in order to keep the Project on the desired schedule.

NOW, THEREFORE, the Westminster City Council resolves that:

1. The property interests sought to be acquired for the Project include fee simple interests, permanent easements and temporary construction easements at 7215 Bradburn Boulevard, 4070 West 72<sup>nd</sup> Avenue, 4250 West 72<sup>nd</sup> Avenue, 4280 West 72<sup>nd</sup> Avenue, and 4183 West 72<sup>nd</sup> Avenue, as depicted in Exhibit A (collectively, the "Property"); and

2. The acquisition of the Property serves the public purpose of constructing improvements to streets and transportation structures, utility and drainage systems, pedestrian facilities, and other facilities for public use; and

3. The City Manager or his designee is hereby authorized to establish minimum just compensation for acquisition of the Property necessary to build the Project; and

4. The City Manager or his designee is authorized to proceed with negotiations to acquire the necessary Property on the basis of the appraised value, or such higher value as is considered just and necessary to facilitate the acquisition and avoid the necessity of condemnation.

5. The City Manager or his designee is hereby authorized to acquire such Property consistent with applicable law, including the execution of all documents necessary to complete these purchases.

6. The City Attorney is authorized to take all necessary legal measures to acquire the Property, including proceeding with condemnation of the Properties against the owner or owners and any other persons or entities claiming an interest therein or thereto, and to take such further action as may be reasonably necessary for or incidental to the filing and diligent prosecution of any litigation or proceedings required to obtain the Property should normal negotiations fail or exceed the time constraints of the overall Project. In the event that acquisition by condemnation is commenced, the City Attorney is further authorized to request a grant of immediate possession of the Property.

7. The City Manager or his designee shall be further authorized to incur reasonable costs associated with acquiring the Properties; including, without limitations, contractual services, the cost of title examination, title insurance, appraisal fee payments mandated by statute, normal closing costs, filing fees and charges, and all other related or incidental costs or expenses customarily associated with the acquisition or condemnation of property. The cost shall be charged to the General Capital Improvement Fund and the Utility Capital Improvement Fund, as appropriate.

8. The City Manager or his designee is hereby authorized to call for amendment of the legal descriptions of the Property to be acquired and the nature of the interests to be acquired, including the commencement date and duration of any temporary easement, if necessary in the course of the Project.

PASSED AND ADOPTED this 18th day of March, 2013.

\_\_\_\_\_  
Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

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

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

Right of Way **EXHIBIT A**  
 T.2S.,R.68W.,6th P.M.  
 T.3S.,R.68W.,6th P.M.

SE 1/4  
 SEC.31

COLORADO AND  
 SOUTHERN  
 RAILROAD (BNSF)

BRADBURN BLVD

7215  
 Bradburn  
 Blvd

4183A  
 W.72nd Ave.

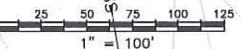
4280  
 W.72nd  
 Ave.

4250  
 W.72nd  
 Ave.

4070 W.72nd Ave.

ENGLAND  
 PARK

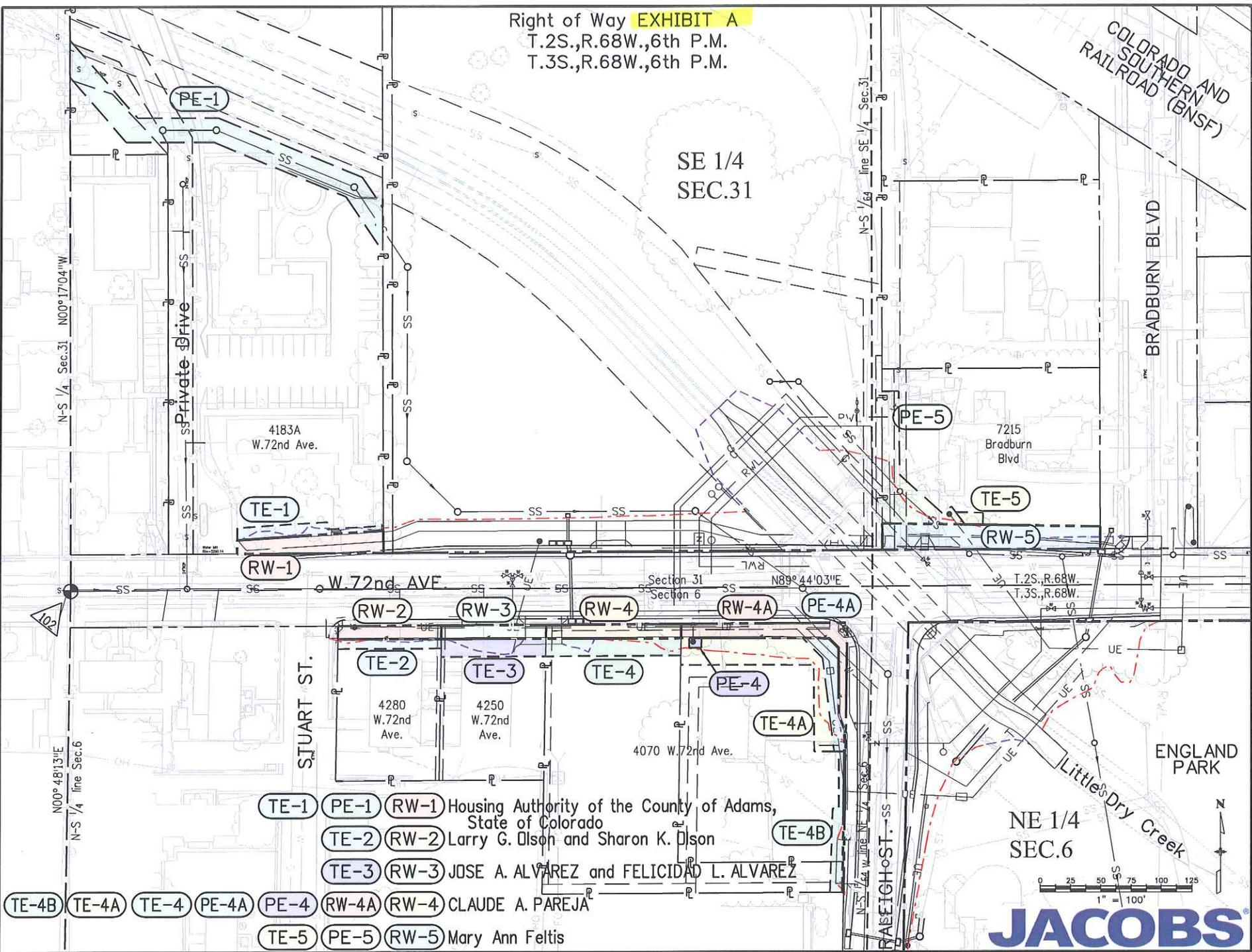
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|-------|-------|------|--|------|-------|------|------------------|
| TE-1  | PE-1  | RW-1 | Housing Authority of the County of Adams,<br>State of Colorado |      |       |      |                  |
| TE-2  | RW-2  |      | Larry G. Olson and Sharon K. Olson                             |      |       |      |                  |
| TE-3  | RW-3  |      | JOSE A. ALVAREZ and FELICIDAD L. ALVAREZ                       |      |       |      |                  |
| TE-4B | TE-4A | TE-4 | PE-4A  | PE-4 | RW-4A | RW-4 | CLAUDE A. PAREJA |
| TE-5  | PE-5  | RW-5 | Mary Ann Feltis  |      |       |      |                  |

**JACOBS**

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## Agenda Item 10 B

### Agenda Memorandum

City Council Meeting  
March 18, 2013



**SUBJECT:** Councillor's Bill No. 11 re Proposed Economic Development Agreement with MSI, LLC

**Prepared By:** Chris Gray, Economic Development Officer

### Recommended City Council Action

Pass Councillor's Bill No. 11 on first reading authorizing the City Manager to execute and implement an Economic Development Agreement with MSI, LLC.

### Summary Statement

- MSI provides comprehensive homeowner association management services as well as budgeting and consultation services to builders and developers.
- MSI plans to purchase the 20,000 square foot office building at 11102 Benton Street for its headquarters and administrative office. The building is currently vacant. The company favors the Westminster location over those in Arvada, Broomfield and Louisville.
- MSI employs 80 people at an average wage of \$54,000 per year.
- Assistance is based on the City's desire to attract new employers and to put currently unoccupied office space into service.
- The proposed Economic Development Agreement (EDA) is not to exceed \$10,000, which is estimated at \$3,514 in permit fee rebates, \$4,500 in construction use tax rebates and \$1,200 in use tax rebates on equipment, furnishings and fixtures.
- Should MSI decide to move out of Westminster within 5 years of the approval of this EDA, the assistance would have to be reimbursed to the City by the company.

**Expenditure Required:** Not to exceed \$10,000 (Rebates)

**Source of Funds:** The EDA with MSI will be funded through revenue received from permit fees, construction use tax, and use tax on equipment, furniture and fixture purchases.

**Policy Issues**

Should the City provide assistance to MSI based upon the City's goal to fill existing vacant space?

**Alternatives**

Do Nothing: One alternative to offering the above business assistance package is to offer nothing to this company. Though City may lose the project if assistance is not provided, the result would be that the City's value of attracting quality companies and filling existing vacant space would not be supported.

Provide Less: Another alternative is to provide less assistance than what is recommended. The recommended assistance package represents .6% of the company's total investment and is considered modest.

Provide More: A third alternative would be to provide a greater amount of assistance than recommended. As noted above, Staff has recommended an assistance package that is 25% of the total 5-year projected revenue. There is room for additional funding. However, it is Staff's opinion that additional assistance is not needed.

**Background Information**

MSI is a growing real estate services firm that has been in business since 1982. The company is headquartered in Broomfield, CO, and serves residential developments throughout the Colorado Front Range.

The company is looking at new location options because its lease at its current location expires in August. Building ownership in lieu of leasing is attractive to the company due to the favorable economics and flexibility of ownership. It is anticipated that the company will generate \$40,001 in new taxes and permitting fees for the City over the next five years.

Staff recommends the following assistance (estimated costs and associated values):

	<b><u>Approximate Value</u></b>
<u>Building Permit-Fee Rebate</u> 40% of the building related fees (excluding water & sewer tap fees) will be rebated (\$8,785 x 40% = \$3,514)	\$3,514
<u>Construction Use Tax Rebate</u> 40% of the General Use Tax (excludes the City's .6% public safety tax and .25% open space tax) on construction materials for this project will be rebated (\$11,250 x 40% = \$4,500)	\$4,500
<u>Use Tax on Furniture and Fixtures Rebate</u> For the period 3 months prior and the 3 months after MSI obtains the Certificate of Occupancy for the new Westminster facility, the City will rebate 40% of the General Use Tax (excludes the City's .6% public safety tax and .25% open space tax) collected on the furnishing and equipment purchased to furnish the new facility (\$100,000 new equipment x 3% use tax x 40% = \$1,200)	\$1,200

**Total Proposed Assistance Package Not To Exceed**

**\$10,000**

As Council will note, the numbers above are estimated to total \$9,214, based on current cost estimates, but Staff recommends capping the rebate at \$10,000 should their costs exceed original estimates. The assistance being proposed is only 25% (\$10,000 total assistance divided by \$40,001 of projected revenue = 25%) of the total direct general use tax and fee revenue projected from the project in the first 5 years of operation. The City will be made whole on this investment at the time of the Certificate of Occupancy.

**Conclusion**

The assistance package is based on the City's objective to attract new primary employers and higher paying jobs. MSI is a good addition to the City in that it is a stable firm with average annual salaries of \$54,000 per year that is purchasing a building which has been vacant for several years. The proposed assistance package supports an effort to attract MSI to the City and meets two of the City's strategic plan goals: Strong Balanced Local Economy and Financially Sustainable City Government Providing Exceptional Services.

Respectfully submitted,

Stephen P. Smithers  
Acting City Manager

**Attachments**

- Ordinance
- Exhibit A - Agreement

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **11**

SERIES OF 2013

INTRODUCED BY COUNCILLORS

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**A BILL  
FOR AN ORDINANCE AUTHORIZING THE ECONOMIC DEVELOPMENT AGREEMENT  
WITH MSI, LLC**

WHEREAS, the successful attraction and retention of expanding primary businesses in the City of Westminster provides employment opportunities and increased revenue for citizen services and is therefore an important public purpose; and

WHEREAS, it is important for the City of Westminster to remain competitive with other local governments in creating assistance for businesses to expand or relocate in the City; and

WHEREAS, MSI, LLC plans to purchase and occupy the office building at 11102 Benton Street, Westminster, CO; and

WHEREAS, a proposed Economic Development Agreement between the City and MSI, LLC is attached hereto as Exhibit "A" and incorporated herein by this reference.

NOW, THEREFORE, pursuant to the terms of the Constitution of the State of Colorado, the Charter and ordinances of the City of Westminster, and Resolution No. 53, Series of 1988:

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Manager of the City of Westminster is hereby authorized to enter into an Economic Development Agreement with MSI, LLC in substantially the same form as the one attached as Exhibit "A" and, upon execution of the Agreement, to fund and implement said Agreement.

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 18th day of March, 2013.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 8th day of April, 2013.

\_\_\_\_\_  
Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

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

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

**Exhibit "A"**  
**ECONOMIC DEVELOPMENT AGREEMENT**  
**FOR**  
**MSI, LLC**

THIS ECONOMIC DEVELOPMENT AGREEMENT is made and entered into this \_\_\_\_ day of April, 2013, between the CITY OF WESTMINSTER (the "City") and MSI LLC, a Colorado Limited Liability Corporation (the "Company").

WHEREAS, the City wishes to provide assistance to aid the relocation of the Company to the City; and

WHEREAS, the Company plans to purchase, furnish and occupy a 20,000 square foot office building at 11102 Benton Street, Westminster, CO, thus providing primary job growth within the City; and

WHEREAS, City Council finds the execution of this Economic Development Agreement will provide benefit and advance the public interest and welfare of the City and its citizens by securing the location of this economic development project within the City.

In consideration of the mutual promises set forth below, the City and the Company agree to the following:

1. Building Permit Fee Rebates. The City shall rebate to the Company 40% of the building permit fees that are otherwise required under W.M.C. Section 11-10-3 (E) for the remodeling and tenant finish in the building at 11102 Benton Street. This rebate excludes water and sewer tap fees. The permit fee rebate will be approximately \$3,514.

2. Use Tax Rebate--Construction. The City shall rebate to the Company 40% of the Building Use Tax (excludes the City's .25% Open Space Tax and .6% Public Safety Tax) on construction materials collected from the Company for the remodeling and tenant finish in the building at 11102 Benton Street, that are otherwise required under W.M.C. Sections 4-2-9 and 4-2-3. The use tax rebate will be approximately \$4,500.

3. Sales and Use Tax Rebate--Furniture and Fixtures. For the period of 3 months prior and 3 months after the Company obtains its Certificate of Occupancy for its new facility at 11102 Benton Street, the City will rebate 40% of the Westminster General Sales and Use Tax (excludes the City's .25% Open Space Tax and .6% Public Safety Tax) collected from the Company on the purchased equipment and furnishings. Rebates will be based on the documentation prescribed by the City and provided by the Company which illustrates purchases or delivery of any such furnishings, fixtures, or equipment that occurred within the City of Westminster and that taxes were paid to and collected by the City. The rebate will be approximately \$1,200.

4. Payments of Rebates. The total rebate is not to exceed \$10,000. The rebates to the Company by the City shall be paid in quarterly installments from revenue actually collected and received by the City in connection with the move by the Company into the new facility. Payments of each quarterly installment shall be paid to the Company by the City within thirty (30) days following the end of each calendar quarter. All payments by the City shall be made electronically to the Company's designated financial institution or other account.

5. Entire Agreement. This Agreement shall constitute the entire agreement between the City and the Company and supersedes any prior agreements between the parties and their agents or representatives, all of which are merged into and revoked by this Agreement with respect to its subject matter.

6. Termination. This Agreement shall terminate and become void and of no force or effect upon the City if the Company has not moved into the building at 11102 Benton Street by December 31, 2013 or should the Company not comply with the City regulations or code.

7. Business Termination. In the event the Company ceases business operations within the City at any time prior to December 31, 2018, then the Company shall pay to the City the total amount of fees and taxes that were paid by or for the Company to the City and were subsequently rebated by the City to the Company pursuant to this Agreement.

8. Subordination. The City's obligations pursuant to this agreement are subordinate to the City's obligations for the repayment of any current or future bonded indebtedness and are contingent upon the existence of a surplus in sales and use tax revenues in excess of the sales and use tax revenues necessary to meet such existing or future bond indebtedness. The City shall meet its obligations under this agreement only after the City has satisfied all other obligations with respect to the use of sales tax revenues for bond repayment purposes. For the purposes of this Agreement, the terms "bonded indebtedness," "bonds," and similar terms describing the possible forms of indebtedness include all forms of indebtedness that may be incurred by the City, including, but not limited to, general obligation bonds, revenue bonds, revenue anticipation notes, tax increment notes, tax increment bonds, and all other forms of contractual indebtedness of whatsoever nature that is in any way secured or collateralized by sales and use tax revenues of the City.

9. Annual Appropriation. Nothing in this agreement shall be deemed or construed as creating a multiple fiscal year obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20, and the City's obligations hereunder are expressly conditional upon annual appropriation by the City Council.

10. Governing Law: Venue. This agreement shall be governed and construed in accordance with the laws of the State of Colorado. This agreement shall be subject to, and construed in strict accordance with, the Westminster City Charter and the Westminster Municipal Code. In the event of a dispute concerning any provision of this agreement, the parties agree that prior to commencing any litigation, they shall first engage in a good faith the services of a mutually acceptable, qualified, and experience mediator, or panel of mediators for the purpose of resolving such dispute. The venue for any lawsuit concerning this agreement shall be in the District Court for Jefferson County, Colorado.

MSI LLC

CITY OF WESTMINSTER

\_\_\_\_\_

\_\_\_\_\_

J. Brent McFall  
City Manager

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

Linda Yeager  
City Clerk

APPROVED AS TO LEGAL FORM:

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



**Agenda Memorandum**

City Council Meeting  
March 18, 2013



**SUBJECT:** Councillor's Bill No 12 re Proposed Economic Development Agreement with The Bedrin Organization for Colorado Casual Furniture

**Prepared By:** Susan F. Grafton, Economic Development Director

**Recommended City Council Action**

Pass Councillor's Bill No. 12 on first reading authorizing the City Manager to execute and implement the Economic Development Agreement with The Bedrin Organization for Colorado Casual Furniture.

**Summary Statement**

- Colorado Casual Furniture will be refinishing and moving into the former Stickleys Furniture location that has been vacant for the past couple of years.
- The proposed assistance is based upon the City's goal to fill vacant space in existing retail centers. The Economic Development Agreement (EDA) consists of a 50% rebate of sales tax from sales at Colorado Casual Furniture through March 31, 2016.
- The estimated \$150,000 assistance will be generated from sales tax paid by Colorado Casual Furniture.
- Should Colorado Casual Furniture cease operations within three years, The Bedrin Organization shall reimburse the City of any amounts rebated.
- Provisions of the rebate will be conditioned on replacement of dead trees and landscaping on the portion of Brookhill V owned by The Bedrin Organization.

**Expenditure Required:** Approximately \$150,000 (Rebates)

**Source of Funds:** The EDA with The Bedrin Organization will be funded through sales tax generated by Colorado Casual Furniture.

**Policy Issue**

Should the City provide assistance to The Bedrin Organization based on the attraction of Colorado Casual Furniture to the City and the resulting additional sales tax?

**Alternatives**

1. Do Nothing: One alternative to offering the business assistance package is to offer nothing to this company. Though the City may not lose the project if assistance is not provided, the result would be that the City's goals of attracting additional sales tax revenue and filling vacant space in existing retail centers would not be supported.
2. Provide Less: Another alternative is to provide less assistance than what is recommended. The recommended assistance package is consistent with other business assistance packages.
3. Provide More: A third alternative would be to provide a greater amount of assistance than recommended. It is Staff's opinion that additional assistance is not needed, as this package is consistent with other business assistance packages.

**Background Information**

Staff has been working with The Bedrin Organization of New Jersey, owners of the Brookhill V Shopping Center (excluding Builders Square) regarding strategies for filling the vacancies in this shopping center. Ever since the closure of the Builders Square, this particular shopping center has struggled with high vacancy rates. These vacancies have not occurred because of lack of owner reinvestment or maintenance but because of retailer decisions being made nationally that affect this center (i.e., Sears Home Life, Discovery Zone, Builders Square, Media Play, and Steve and Barry's). The Bedrin Organization continues to actively pursue users for this shopping center.

The Stickley Furniture Store vacated their former location approximately 24 months ago. Because of aggressive marketing, The Bedrin Organization was able to attract Colorado Casual Furniture to the 35,000 sf vacant space. Colorado Casual anticipates being open for business in March, 2013.

Revitalization of and filling the vacancies in the Brookhill V Shopping Center has long been a City Council priority. Because of the losses running with this shopping center resulting from vacancies and because of the cost of attracting new tenants to the center, The Bedrin Organization asked the City to assist them in covering some of the costs of attracting Colorado Casual Furniture to the shopping center. Therefore, to aid with the filling of vacant space at Brookhill V Shopping Center, Staff is recommending the following business assistance package for The Bedrin Organization.

**Proposed Assistance**

Staff recommends the following assistance to be paid at time of tenant finish and during the first year of operation:

	<u>Approximate Value</u>
<u>Sales Tax Rebate</u>	\$150,000
50% of the sales tax collected from Colorado Casual Furniture (excluding the City's .25% open space tax and .6% public safety tax) commencing on the date of issuance of a certificate of Occupancy for Colorado Casual Furniture and ending on March 31, 2016, shall be rebated.	

The rebate will only be paid from dollars generated by the new Colorado Casual Furniture.

This assistance package is based upon the City's Strategic Plan goal of a Financially Sustainable City Government Providing Exceptional Services and the objective to fill vacant space in existing retail centers. Staff believes that this investment will aid The Bedrin Organization in its overall goal to revitalize the Brookhill V Shopping Center.

Respectfully submitted,

Stephen P. Smithers  
Acting City Manager

Attachments

- Ordinance
- Exhibit A - Agreement

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **12**

SERIES OF 2013

INTRODUCED BY COUNCILLORS

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**A BILL  
FOR AN ORDINANCE AUTHORIZING THE ECONOMIC DEVELOPMENT AGREEMENT  
WITH THE BEDRIN ORGANIZATION FOR  
THE COLORADO CASUAL FURNITURE STORE**

WHEREAS, the successful attraction of new businesses that fill vacant space in existing retail centers in the City of Westminster provides increased revenue for citizen services and is therefore an important public purpose; and

WHEREAS, it is important for the City of Westminster to remain competitive with other local governments in creating assistance for new businesses to locate in the City; and

WHEREAS, The Bedrin Organization plans to lease space in Brookhill V in Westminster to Colorado Casual Furniture; and

WHEREAS, a proposed Economic Development Agreement between the City and The Bedrin Organization is attached hereto as Exhibit "A" and incorporated herein by this reference.

NOW, THEREFORE, pursuant to the terms of the Constitution of the State of Colorado, the Charter and ordinances of the City of Westminster, Resolution No. 53, Series of 1988:

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Manager of the City of Westminster is hereby authorized to enter into an Economic Development Agreement with The Bedrin Organization in substantially the same form as the one attached as Exhibit "A," and upon execution of the Agreement to fund and implement said Agreement.

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 18th day of March, 2013.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 8th day of April, 2013.

ATTEST:

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

\_\_\_\_\_  
Mayor

APPROVED AS TO LEGAL FORM:

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

**ECONOMIC DEVELOPMENT AGREEMENT  
WITH THE BEDRIN ORGANIZATION  
FOR THE COLORADO CASUAL FURNITURE STORE**

THIS AGREEMENT is made and entered into this \_\_\_ day of April, 2013, between the CITY OF WESTMINSTER (the "City"), and THE BEDRIN ORGANIZATION; a New Jersey LLC.

WHEREAS, the City wishes to provide certain assistance to The Bedrin Organization to facilitate the location of a Colorado Casual Furniture store in the Brookhill V Shopping Center; and

WHEREAS, City Council finds the execution of this Agreement will serve to provide benefit and advance the public interest and welfare of the City and its citizens by securing the location of this project within the City.

In consideration of the mutual promises set forth below the City and The Bedrin Organization agree as follows:

1. Sales Tax Rebate. The City shall rebate to The Bedrin Organization 50% of the sales tax collected from Colorado Casual Furniture for the period of time commencing on the date of issuance of a Certificate of Occupancy for the new store, and ending on March 31, 2016 ("Termination Date"). Such rebate shall be payable exclusively from sales tax revenue collected by the City from Colorado Casual Furniture and attributable to the imposition of the City's 3.0% general sales tax (excluding the City's .25% open space tax and .6% public safety tax). The sales tax rebate shall not continue past the Termination Date and shall be administered as follows:

- (a) Sales Tax Rebate Amount. Any rebates provided by the City to The Bedrin Organization pursuant to this agreement will be from the sales tax paid to the City by Colorado Casual Furniture. The City shall rebate to The Bedrin Organization 50% of the sales tax generated.
- (b) Payment. The sales tax rebate amount will be paid to The Bedrin Organization in quarterly payments, made within 30 days after the end of each quarter. The sales tax rebate payment will be submitted electronically to The Bedrin Organization designated financial institution.
- (c) End of Sales Tax Rebate. The sales tax rebate shall end on the Termination Date.

2. Landscaping. All dead landscaping on the portion of Brookhill V owned by The Bedrin Organization shall be replaced by June 30, 2013. Failure to do so will result in the termination of this agreement.

3. Entire Agreement. This instrument shall constitute the entire agreement between the City and The Bedrin Organization concerning the Colorado Casual Furniture store and supersedes any prior agreements between the parties and their agents or representatives, all of which are merged into and revoked by this agreement with respect to its subject matter.

4. Termination. This Economic Development Agreement shall terminate and become void and of no force or effect upon the City if Colorado Casual Furniture has not moved into their new space in Brookhill V on or before April 30, 2013; or, should The Bedrin Organization or Colorado Casual Furniture fail to comply with any City code and/or approval process.

5. Business Termination. In the event that Colorado Casual Furniture ceases business operations in the City within three years after the new operations commence, The Bedrin Organization shall reimburse the City for any amounts rebated to or otherwise provided to The Bedrin Organization pursuant to this Agreement, unless the City approves a successor to the initial approved user within 12 months of the closing of Colorado Casual Furniture, which is substantially similar in quality and sales tax production as the approved user.

6. Subordination. The City's obligations pursuant to this agreement are subordinate to the City's obligations for the repayment of any current or future bonded indebtedness and are contingent upon the existence of a surplus in sales and use tax revenues in excess of the sales and use tax revenues necessary to meet such existing or future bond indebtedness. The City shall meet its obligations under this agreement only after the City has satisfied all other obligations with respect to the use of sales tax revenues for bond repayment purposes. For the purposes of this Agreement, the terms "bonded indebtedness," "bonds," and similar terms describing the possible forms of indebtedness include all forms of indebtedness that may be incurred by the City, including, but not limited to, general obligation bonds, revenue bonds, revenue anticipation notes, tax increment notes, tax increment bonds, and all other forms of contractual indebtedness of whatsoever nature that is in any way secured or collateralized by sales and use tax revenues of the City.

6. Annual Appropriation. Nothing in this agreement shall be deemed or construed as creating a multiple fiscal year obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20, and the City's obligations hereunder are expressly conditional upon annual appropriation by the City Council.

7. Governing Law: Venue. This agreement shall be governed and construed in accordance with the laws of the State of Colorado. This agreement shall be subject to, and construed in strict accordance with, the Westminster City Charter and the Westminster Municipal Code. In the event of a dispute concerning any provision of this agreement, the parties agree that prior to commencing any litigation, they shall first engage in a good faith the services of a mutually acceptable, qualified, and experience mediator, or panel of mediators for the purpose of resolving such dispute. The venue for any lawsuit concerning this agreement shall be in the District Court for Jefferson County, Colorado.

THE BEDRIN ORGANIZATION,  
A NEW JERSEY LLC

CITY OF WESTMINSTER

\_\_\_\_\_  
Gerald Bedrin,  
Managing Member

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

ATTEST:

ATTEST:

\_\_\_\_\_  
Linda Yeager  
City Clerk

APPROVED AS TO LEGAL FORM:

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

***Adopted by Ordinance No.***



**Agenda Memorandum**

City Council Meeting  
March 18, 2013



**SUBJECT:** Agreement with Westminster Legacy Foundation, Councillor's Bill No. 13 re Jessica Ridgeway Memorial Park Supplemental Appropriation, Award of Grant Funds and Playground Equipment Bid Award

**Prepared By:** Kathy Piper, Landscape Architect II

**Recommended City Council Action**

1. Authorize the Mayor to execute an agreement between the City of Westminster and the Westminster Legacy Foundation in substantially the same form as attached to complete the design, construction, remodel, dedication and maintenance of the Jessica Ridgeway Memorial Park utilizing funds that the Foundation raises for these purposes (net of any credit card fees, etc.).
2. Pass Councillor's Bill No. 13 on first reading authorizing a supplemental appropriation in the amount of \$125,000 reflecting the City's receipt of a \$100,000 Jefferson County Open Space Grant and a \$25,000 Jefferson County Schools grant for Jessica Ridgeway Memorial Park.
3. Authorize the reallocation of \$150,000 (\$100,000 from the Parks POST capital improvement project in the General Capital Improvement Fund (GCIF) and \$50,000 from the Neighborhood Grant Program managed by the Parks, Recreation & Libraries Board from Community Enhancement Funds in the GCIF) into the Capital Improvement Program (CIP) project account for Jessica Ridgeway Memorial Park.
4. Authorize the City Manager to enter into a contract with Game Time-Triple M Recreation in the amount of \$146,168 for purchase and installation of playground equipment and shelter.
5. Authorize Staff to purchase site amenities from various vendors for park picnic tables, benches and lighting in amount not to exceed \$50,000.

**Summary Statement**

- City Council unanimously approved renaming Chelsea Park to Jessica Ridgeway Memorial Park on November 26, 2012.
- The Westminster Legacy Foundation and the City have partnered in efforts to raise funds to renovate the Jessica Ridgeway Memorial Park. As part of this partnership, the Foundation is raising funds and providing them to the City for the purpose of design, construction, remodel, dedication and maintenance of the park. The proposed agreement formalizes the relationship between the City and the Foundation and how the funds are to be utilized.
- City Council requested Jefferson County Open Space to provide a special grant for redevelopment of the park December 14, 2012. On December 19, 2012, an award in the amount of \$100,000 from the Jefferson County Board of Commissioners was granted to the City of Westminster. Jefferson County Schools also awarded the City a grant of \$25,000 for the Jessica Ridgeway Memorial Park.

- The Department of Parks, Recreation and Libraries has budgeted CIP funds in the amount of \$100,000 for renovation of this facility in the Park Renovation capital project. In addition, the Parks, Recreation and Libraries Advisory Board has awarded \$50,000 from remaining Neighborhood Enhancement Grant funds from previous years' allocations.
- The City will be receiving several generous donations from the community, including The Colorado Garden and Home Show pledge of \$50,000.
- Many of the elements within the park will reflect Jessica's favorite things. A new track ride, playground, shelter, a ribbon sculpture, additional trees and flower beds will all be tied together with her favorite color purple.
- Staff is currently finalizing the site plan and renovation details for the park. Construction for the park is scheduled to start in late May with completion in late August or early September.

**Expenditure Required:** \$275,000

**Source of Funds:** \$100,000 Jefferson County Open Space Grant; \$25,000 Jefferson County Schools Grant; \$100,000 Park Renovation project funds in the General Capital Improvement Fund; and \$50,000 Community Enhancement Neighborhood grant

**Policy Issues**

1. Does City Council wish to formalize the agreement with the Westminster Legacy Foundation as proposed in the attached agreement?
2. Does City Council wish to appropriate grant funds and reallocated GCIF funds as proposed to allow the ordering of custom playground equipment for the park?
3. Does City Council concur with awarding the bids as recommended to purchase playground equipment and amenities for the Jessica Ridgeway Memorial Park?

**Alternatives**

1. City Council could chose not to enter into the proposed agreement. However, this is not recommended since the proposed agreement formalizes the relationship between the City and the Westminster Legacy Foundation and clearly defines the intended use of funds collected for the Jessica Ridgeway Memorial Park.
2. City Council could choose not to appropriate these grant funds nor reallocate the GCIF funds as proposed. However, this is not recommended since the City specifically requested the Jefferson County Open Space grant funding, on behalf of the Mayor, for the park renovation. In addition, the Jefferson County Schools funds were earmarked specifically for this use. The additional City funds identified in the GCIF are the City's contribution towards the project, including the amount recommended by the Parks, Recreation & Libraries Advisory Board through the Neighborhood Grant program. The entire Westminster community would benefit from these additional funds as they will allow greater enhancements within the park.
3. City Council could reject the park custom play piece proposals as presented. Staff does not recommend that as these proposals meet the parameters defined by the request for proposals defined by Staff and concepts approved by the Ridgeway family. While Staff could go back out for proposals, Staff does not believe they will receive substantially different pricing and construction and would delay the construction of the park.

**Background Information**

The Jessica Ridgeway Memorial Park is a 3.2-acre park located at 10765 Moore Street in the Countryside Neighborhood. The park was originally constructed in 1983 and was updated in 1997. The park was identified to be updated in 2014, however with the tragic events that have occurred this renovation has been moved to 2013 with the hope that the renovations will not only help the neighborhood and community heal but honor and capture Jessica Ridgeway's spirit. A master plan has been designed and completed by Staff with input from Jessica Ridgeway's family.

Staff has worked with four selected Witt Elementary fifth grade students to develop a list of playground pieces that they each thought would be fun for the park. Staff then solicited several playground manufacturers for help with discounting of the playground equipment, custom shelter, track ride and play surfacing. Each playground manufacturer provided Staff with a playground design; however, not all offered shelter, play surfacing or the customization that Staff requested. Selection was based on the playground that best fit the overall needs and specific requests from the students and Staff. Many of the pieces of play equipment and shelter will be customized to fit with the ribbon and color theme of purple and green. Staff would like to purchase the play equipment, shelter and park amenities at this time to provide enough lead time for the custom pieces and keep the park renovation on its target construction start date.

<b>Manufacturer</b>	<b>Playground</b>	<b>Custom Shelter</b>	<b>Custom Swing/ Track ride</b>
Game Time-Triple M Recreation	\$76,227.58	\$41,454.43	\$28,485.26
Little Tykes-Recreation Plus	\$85,000.00	\$62,660.00	Did not bid
LandscapeStructures-RockyMountain Recreation	\$87,555.30	Did not Bid	Did not bid
Playworld Systems	\$85,000.00 did not provide custom colors per request	Did not Bid	Did not bid

The City has partnered with the Westminster Legacy Foundation. The Foundation has provided significant support in organizing and coordinating fundraising efforts as well as managing donations, tax deductible tracking and documentation. Staff recommends formalizing the partnership with the Foundation through the proposed agreement attached, in substantially the same form as attached. The proposed agreement outlines how the funds being collected through the Foundation will be utilized in association with the park. Specifically, it notes that the funds are for the purpose of design, construction, remodel, dedication and maintenance of the park. It notes that should any additional funds be raised above the approximately \$538,000 needed for the initial purchase and installation of park equipment and construction of the park, those funds will be set aside in a dedicated City account for the ongoing maintenance of the park. The play equipment is utilizing unique color combinations of purple and green that will require regular powder-coating to retain the vibrant colors that otherwise will fade from ultraviolet sunlight. The Westminster Legacy Foundation Board will be officially reviewing the attached agreement at their regularly scheduled March 19 Board meeting.

Staff will be continuing their fundraising efforts for the next several months. With generous donations from Jefferson County Open Space, Colorado Garden and Home Show, Jefferson County Schools and many other donations from the community, we hope to reach our fundraising goal by the end of March. Staff will come back to City Council by early May 2013 to award the bid for a construction contract and appropriate the balance of funds from the Westminster Legacy Foundation, the Colorado Garden and Home Show and any other donations that have been received. Below is a partial listing of funds raised to date:

<b>Contributors</b>	<b>Amount</b>
The Garden and Home Show	\$50,000
Jefferson County Schools	\$25,000
Parks, Recreation and Libraries Board Neighborhood Enhancement Grant	\$50,000
Jefferson County Open Space	\$100,000
Community donations	\$20,000
City Funds (General Capital Improvement Fund)	\$100,000
<b>Total</b>	<b>\$345,000</b>

This project meets City Council’s Strategic Plan Goals of “Financially Sustainable City Government Providing Exceptional Services” by providing alternative funding sources for capital improvement projects; “Vibrant Neighborhoods in One Livable Community” by maintaining neighborhood infrastructure and encouraging active civic participation; and “Beautiful and Environmentally Sensitive City” by maintaining parks consistent with defined goals.

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

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
OS Grant Jeffco	7501.40630.0020	\$0	<u>\$100,000</u>	\$100,000
Contributions	7501.40630.0020	0	<u>25,000</u>	25,000
Total Change to Revenues			<u>\$125,000</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Park Renovation Program POST	80975050306.80400.8888	\$432,940	<u>(\$100,000)</u>	\$332,940
CE-Neighborhood Enhancement	80175050335.80400.8888	87,678	<u>(50,000)</u>	37,678
Jessica Ridgeway Memorial Park	81375050055.80400.8888	\$0	<u>\$275,000</u>	\$275,000
Total Change to Expenses			<u>\$125,000</u>	

Respectfully submitted,

Stephen P. Smithers  
Acting City Manager

Attachments

- Agreement To Collect and Submit Donations to the City of Westminster for the Jessica Ridgeway Memorial Park, Appendix A, Conceptual Design, Graphics
- Councillor's Bill re Jessica Ridgeway Memorial Park Supplemental Appropriation

**AGREEMENT TO COLLECT AND SUBMIT DONATIONS  
TO THE CITY OF WESTMINSTER FOR THE  
JESSICA RIDGEWAY MEMORIAL PARK**

THIS AGREEMENT, made and entered into this 20<sup>th</sup> day of March, 2013, between the **CITY OF WESTMINSTER**, hereinafter called the “City,” and **THE WESTMINSTER LEGACY FOUNDATION**, a non-profit 501(c)(3) corporation organized pursuant to the laws of the State of Colorado, hereinafter called the “Foundation,” is as follows:

WHEREAS, the City wishes to design, construct, remodel, dedicate and maintain the Jessica Ridgeway Memorial Park; and

WHEREAS, the Foundation wishes to raise funds, collect donations and distribute same directly to the City for the construction, remodel, dedication and maintenance of the Jessica Ridgeway Memorial Park.

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

**I. THE PROJECT**

The project consists of the design, construction, remodel, dedication and maintenance of the Jessica Ridgeway Memorial Park, located at 10765 Moore Street, Westminster, CO, as more specifically described in **Appendix A** (hereinafter, the “Project”).

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

The Foundation agrees that it will raise funds, collect donations and pay these funds directly to the City for use in completing the Project. The Foundation agrees to make payments to the City to cover the costs incurred in the Project. Such payments shall be equal to the amount(s) set forth in invoice(s) delivered from the City to the Foundation, which invoice(s) substantiate that such amounts were actually expended by the City in financing the Project, but limited to actual Foundation collections (net of credit card fees, etc.). Any funds raised in addition to the original Project will be provided to the City for maintenance of the Project and held in a separate account specifically for the Project's ongoing maintenance and any future remodels. The intent of providing the funds to the City is to easily account for and track the funds, which may be burdensome for the Foundation in an ongoing basis.

**III. GENERAL PROVISIONS**

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

B. **Books and Records.** The City's books and records with respect to the Project and reimbursable costs shall be kept in accordance with recognized accounting principles and practices, consistently applied, and will be made available for the Foundation's inspection at all reasonable times at the places where the same may be kept. The City shall not be required to retain such books and records for more than three (3) years after completion of the Project.

C. **Communications.** All communications relating to this Agreement shall be exchanged between the following representatives of the City and the Foundation.

**Representative for City:**

Name: Don Tripp, Director of Parks, Recreation & Libraries  
Address: 4800 W. 92<sup>nd</sup> Avenue, Westminster, CO 80031  
Phone: 303-658-2197  
email: [dtripp@cityofwestminster.us](mailto:dtripp@cityofwestminster.us)

**Representative for Foundation:**

Name: Karen Layfield and Laura Magnetti, Co-Executive Directors  
Address: P.O. Box 350356, Westminster, CO 80031  
Phone: 303-658-2209  
email: [klayfiel@cityofwestminster.us](mailto:klayfiel@cityofwestminster.us) and [lmagnett@cityofwestminster.us](mailto:lmagnett@cityofwestminster.us)

All notices and communications required or permitted hereunder shall be in writing and delivered personally (which may include email to the address designated above) to the respective representatives of the City and the Foundation or shall be sent via registered mail, postage prepaid, return receipt requested to the parties at their addresses shown herein. When sent via registered mail, notices shall be effective three (3) days after mailing.

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

F. Entire Agreement. This Agreement and its attachments shall constitute the entire agreement between the parties hereto and shall supersede all prior contracts, proposals, representations, negotiations and letters of intent, whether written or oral, pertaining to the Project. To the extent there is any conflict between the terms of this Agreement and the terms of an attachment hereto, this Agreement shall control.

G. Enforcement of Agreement. In the event it becomes necessary for either party to bring an action against the other to enforce any provision of this Agreement, in addition to any other relief that may be granted, the prevailing party in such action shall be entitled to an award of its reasonable attorney fees as determined by the Court.

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

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

**WESTMINSTER LEGACY FOUNDATION**

**CITY OF WESTMINSTER**

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

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

Printed Name: William Walenczak

Printed Name: Nancy McNally

Title: Board Chair

Title: Mayor

Address:

Address:

P.O. Box 350356

4800 West 92nd Avenue

Westminster, Colorado 80331

Westminster, Colorado 80031

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

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

City Clerk

APPROVED AS TO LEGAL FORM

Corporate Seal (if applicable)

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

## **APPENDIX A**

### **“The Project”**

The Jessica Ridgeway Memorial Park is located at 10765 Moore Street, Westminster, Colorado.

The theme of the Jessica Ridgeway Memorial Park is centered on the movement of ribbon through the site to express, in subtle ways, Jessica’s joyful spirit, the beauty of childhood and life as a whole. The park will include some of Jessica’s favorite things. A new playground with a long track ride, a custom swing and shelter, raised planting bed, trees, and lighting at the entrance using her favorite colors of purple and green. Custom sculptural purple ribbons will be integrated throughout the site.

# Conceptual Design



## Site Components:

### Entrance

- Raised planter beds
- Lighted path

### Gathering Area

- Shelter
- Picnic tables
- Benches

### Playground

- Track ride
- Swings
- Playstructures
- Ribbon sculpture
- ADA accessibility
- Tree grove

# Jessica Ridgeway Memorial Park

10765 Moore Street • Westminster, CO



**stream**  
landscape architecture • design

**WESTMINSTER**

*Actual design may vary from picture*

# Jessica Ridgeway Memorial Park



WESTMINSTER

Donations- <http://www.westminsterlegacyfoundation.org/>



*Actual design may vary from picture*

# Jessica Ridgeway Memorial Park



WESTMINSTER

Donations- <http://www.westminsterlegacyfoundation.org/>

Site Amenities



Customized Arbor Shelter



Site Amenities



Customized Ribbon Play Sculpture

*Actual design may vary from picture*

# Jessica Ridgeway Memorial Park



WESTMINSTER

Donations- <http://www.westminsterlegacyfoundation.org/>



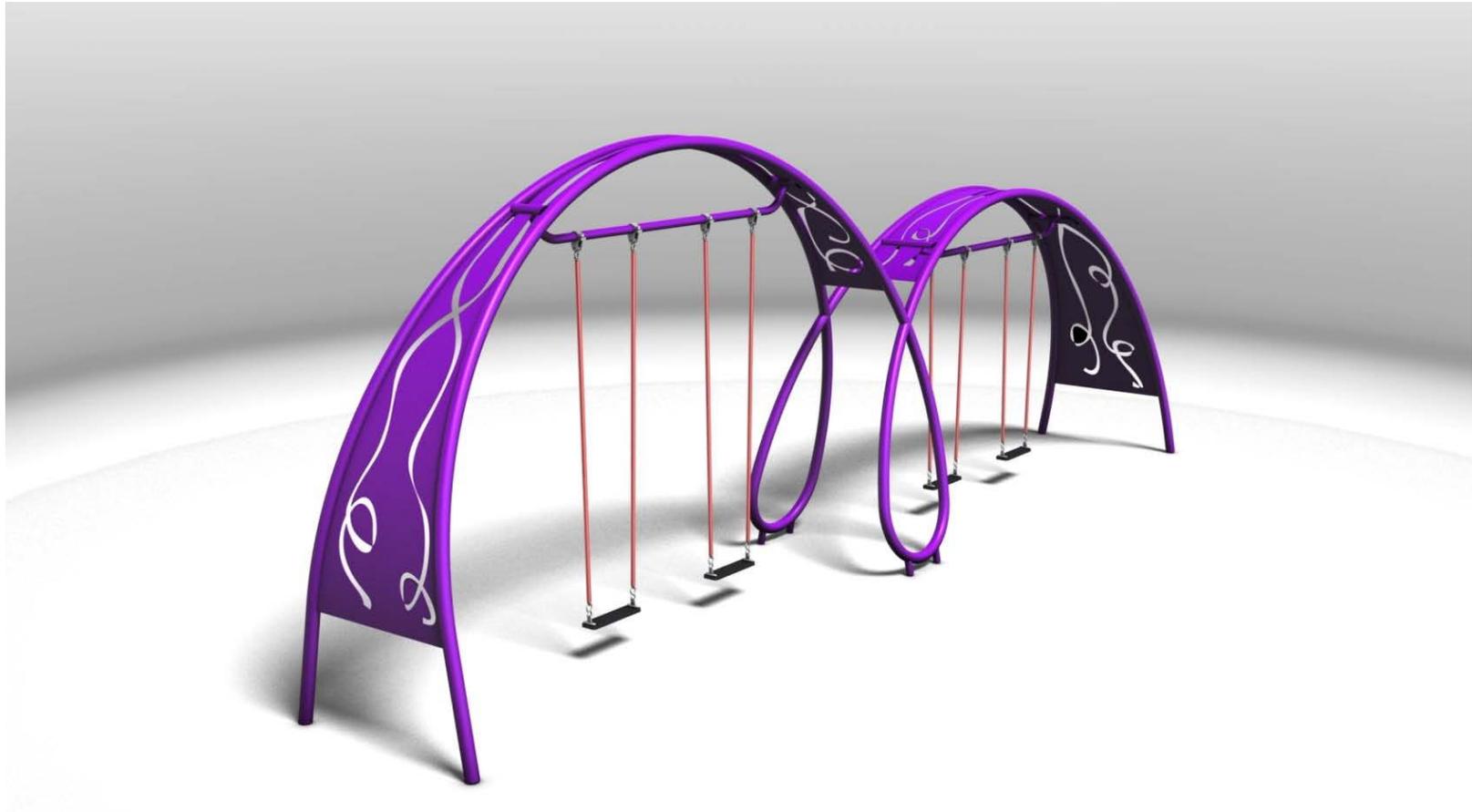
*Actual design may vary from picture*

# Jessica Ridgeway Memorial Park



WESTMINSTER

Donations- <http://www.westminsterlegacyfoundation.org/>



Customized Ribbon Swings

*Actual design may vary from picture*

# Jessica Ridgeway Memorial Park



WESTMINSTER

Donations- <http://www.westminsterlegacyfoundation.org/>

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **13**

SERIES OF 2013

INTRODUCED BY COUNCILLORS

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**A BILL  
FOR AN ORDINANCE INCREASING THE 2013 BUDGET OF THE GENERAL CAPITAL  
IMPROVEMENT 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 General Capital Improvement Fund, initially appropriated by Ordinance No. 3655 is hereby increased by \$125,000. This appropriation is due to the receipt of a Jefferson County Open Space Grant and a donation from the Jefferson County Schools.

Section 2. The \$125,000 increase in the General Capital Improvement Fund shall be allocated to City revenue and expense accounts as described in the City Council Agenda Item 10 D-H dated (a copy of which may be obtained from the City Clerk) increasing City fund budgets as follows:

General Capital Improvement Fund	<u>\$125,000</u>
Total	<u>\$125,000</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 18<sup>th</sup> day of March, 2013.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 8<sup>th</sup> day of April, 2013.

ATTEST:

\_\_\_\_\_  
Mayor

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