



## CITY COUNCIL AGENDA

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

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

1. Pledge of Allegiance
2. Roll Call
3. Consideration of Minutes of Preceding Meetings
4. Report of City Officials
  - A. City Manager's Report
5. City Council Comments
6. Presentations
  - A. Employee Service Awards Presentation
  - B. Mental Health Month Proclamation
7. Citizen Communication (5 minutes or less)

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

8. Consent Agenda
  - A. Financial Report for April 2008
  - B. Replacement Fire Engine Purchase
  - C. City Park Recreation Center Structural Repairs Contract
  - D. Utility Bills and Sales Tax Booklets Printing and Mailing Services Contract
  - E. Contract with BC Services as a Third Party Collection Agency re Ambulance Service Fees
  - F. Engineering Construction Inspection Change Order for 72<sup>nd</sup> Avenue and Sheridan Boulevard
  - G. IGA with Adams 12 Five Star Schools re 124<sup>th</sup> Avenue and Huron Street Intersection Improvements
  - H. West 124<sup>th</sup> Avenue/Huron Street Intersection Improvements – Construction and Construction Related Contracts
9. Appointments and Resignations
10. Public Hearings and Other New Business
  - A. Resolution No. 32 re Purchase of the Thompson Property at West 105<sup>th</sup> Avenue and Grove Street for Open Space
  - B. Resolution No. 33 re Repealing 2007 Resolution No. 17 re Jefferson County Library District
  - C. IGA with the Jefferson County Library District
11. Old Business and Passage of Ordinances on Second Reading
12. Citizen Presentations (longer than 5 minutes), Miscellaneous Business, and Executive Session
  - A. City Council
13. Adjournment

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

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

CITY OF WESTMINSTER, COLORADO  
MINUTES OF THE CITY COUNCIL MEETING  
HELD ON MONDAY, MAY 19, 2008 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 and Councillors Bob Briggs, Mark Kaiser, Mary Lindsey, Scott Major, and Faith Winter were present at roll call. Mayor Pro Tem Chris Dittman was absent and excused. Matt Lutkus, Acting City Manager, Martin McCullough, City Attorney, and Linda Yeager, City Clerk, also were present.

CONSIDERATION OF MINUTES

Councillor Major moved, seconded by Kaiser, to approve the minutes of the regular meeting of May 12, 2008, as presented. The motion passed unanimously.

CITY MANAGER'S REPORT

Mr. Lutkus reported that the City Manager was attending the annual Shopping Centers Conference to recruit new businesses to the City. Additionally, he congratulated fellow employees who were receiving length of service awards during this meeting and thanked them for their many contributions to the City over the years.

CITY COUNCIL COMMENTS

Councillor Briggs reported having had the privilege of presenting the Paul Hustad Scholarship to a deserving Westminster High School student on May 12, noting that had been the reason for his absence at the Council meeting of that date. Further, he reported on the status of the \$4.5 million remaining Rocky Flats clean up funds, noting that representatives would be discussing options with Senator Salazar and Congressman Perlmutter next week; Prints of Pride could still be secured at The Orchard for individuals under 18 years old and family pets; a tour of the City's water delivery system he had taken; and the tremendous success of the dedication of the Armed Forces Tribute Garden on May 17.

Councillor Major elaborated on the spectacular dedication of the Armed Forces Tribute Garden. Staff had done an exemplary job organizing the event, and the community was touched by the moving ceremonies. Each Council member had been approached by individuals expressing their appreciation of the memorial and thanking the City. This was the first phase of construction, and memorial bricks still could be purchased and inlaid in future phases of constructing the memorial. Those who had not attended the dedication or visited the memorial in the days since were urged to stop and see it.

Councillor Winter reported that members of the Business Advisory Group were visiting area businesses to seek input on how the City can better assist them. This Economic Development Program was of great value to the City and the feedback gained was taken seriously

Councillor Lindsey noted that, in one way or another, the entire staff had participated in the dedication ceremonies of the Armed Forces Tribute Garden. Many attendees were dressed in uniform and all six branches of the armed forces took part in the ceremonies. Staff should be tremendously proud of the event they had orchestrated. On Sunday, she and the Mayor had attended Law Enforcement Services at Tri-City Baptist Church to honor public safety personnel throughout the nation who had lost their lives in 2007. It had been a weekend of emotional ceremonies.

Mayor McNally termed the dedication ceremonies "picture perfect" and thought the number of employees involved was remarkable. The memorial was a gift not only to the community, but also to the region, as residents from neighboring communities had attended and thanked Council for building a tribute to those who had, were, and would serve in the armed forces to protect the United States. They, too, wanted to purchase bricks in honor of their loved ones. The weekend also marked the 20<sup>th</sup> Anniversary celebration of the Westminster Historical

Society. That event focused on the City's most recent local historic landmark, Westminster's First Town Hall that had been authentically repainted in recent months; and the O'Gorman House, another local historic landmark that had been built decades earlier from a Sears's catalogue kit. The Mayor thanked everyone who had contributed to these events for a wonderful community weekend.

#### EMPLOYEE LENGTH OF SERVICE AWARDS

Councillor Major presented a pin and plaque to Greg Olson for 20 years of service. Mayor McNally presented a pin, plaque, and monetary stipend to Deane Sigler for 25 years of service.

#### PROCLAMATIONS

Councillor Briggs read the Mental Health Month proclamation and presented framed copies to Vicki Rodgers of Jefferson Center for Mental Health and to Jennifer Conrad of the Adams County Community Reach.

#### CONSENT AGENDA

The following items were submitted for Council's consideration on the consent agenda: accept the April 2008 Financial Report; authorize the purchase of a Pierce Velocity Pump Under Cab fire engine from Front Range Fire Apparatus for an amount not to exceed \$516,475 and the trade-in of the 1993 Pierce engine to Front Range Fire Apparatus for \$20,000; authorize the City Manager to execute a \$110,695 contract with Restruction Corporation for structural repairs at City Park Recreation Center and a \$22,139 contingency; authorize the City Manager to enter into a three-year agreement that has 2 one-year renewable terms with Output Services, Inc. to process and mail utility billing statements and late notices at an annual cost not to exceed \$61,000 and to print and mail sales tax coupon booklets at an annual cost not to exceed \$5,300; find it in the public's best interest to enter into a sole source contract and authorize the City Manager to sign a series of one-year agreements from 2008 to 2011 with BC Services as the collection agency for emergency medical and ambulance service fees and designate BC Services as the sole vendor collection agency for ambulance transports through 2011; authorize the City Manager to execute an amended contract with Short Elliot Hendrickson, Inc. for construction engineering services in the additional amount of \$137,615 for the Sheridan Boulevard and 72<sup>nd</sup> Avenue Improvements project; authorize the City Manager to sign an Intergovernmental Agreement, in substantially the same form as the document attached to the agenda memorandum, between the City and Adams 12 Five Star Schools regarding the construction of improvements at Mountain Range High School and Silver Hills Middle School, authorize the transfer of \$491,874 from the 144<sup>th</sup> Interchange Project of the General Capital Improvement Fund to the 124<sup>th</sup> and Huron Intersection Improvement Project of the General Capital Improvement Fund, and authorize the payment of up to \$285,146 to Xcel Energy for the installation of street lights along public streets located within the Mountain Range High School and Silver Hills Middle School campus; and authorize the City Manager to execute a \$266,174 contract with Goodland Construction, Inc. for construction of the 124<sup>th</sup> Avenue/Huron Street Intersection Improvements Project, authorize the City Manager to execute a \$29,221 contract with W. L. Contractors, Inc. for the installation of traffic signal equipment, authorize the expenditure of \$32,900 to be paid as direct purchases of traffic signal equipment for this location, authorize the expenditure of \$10,000 for geotechnical services, and authorize a project contingency of \$29,540.

Mayor McNally asked if Councillors wished to remove any items from the consent agenda for discussion purposes or separate vote. There was no request.

It was moved by Councillor Kaiser, seconded by Councillor Lindsey, to approve the consent agenda, as presented. The motion passed unanimously.

#### RESOLUTION NO. 32 PURCHASE OF THOMPSON PROPERTY FOR OPEN SPACE

It was moved by Councillor Briggs, seconded by Major, to adopt Resolution No. 32 authorizing the \$620,000 purchase of a 3.744-acre parcel at the southwest corner of West 105<sup>th</sup> Avenue and Grove Street

(Thompson property) for open space and authorize the City Manager to execute all documents required to close on the purchase of the property. At roll call, the motion passed unanimously.

RESOLUTION NO. 33 FOR INCLUSION IN JEFFERSON COUNTY LIBRARY DISTRICT FORMATION

It was moved by Councillor Major and seconded by Councillor Kaiser to adopt Resolution No. 33 repealing Resolution No. 17, Series of 2007, to be effective upon the establishment of the Jefferson County Library District and the execution by the District of the Intergovernmental Agreement attached to the resolution and further direct the City Clerk to file with the City Council and in her official City records a notice of the date on which Resolution No. 33 became effective based on the advice and counsel of the City Attorney. At roll call, the motion passed unanimously.

JEFFERSON COUNTY LIBRARY DISTRICT INTERGOVERNMENTAL AGREEMENT (IGA)

Upon a motion by Councillor Major, seconded by Councillor Kaiser, the Council voted unanimously to authorize the City Manager to execute an Intergovernmental Agreement with the Jefferson County Library District in substantially the same form as Exhibit A to Resolution No. 33, Series 2008.

ADJOURNMENT

There being no further business to come before the City Council, upon motion duly made by Councillor Kaiser and seconded by Councillor Major, the Council voted unanimously to adjourn. The time was 7:23 p.m.

ATTEST:

\_\_\_\_\_  
Mayor

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

## Summary of Proceedings

Summary of proceedings of the City of Westminster City Council meeting of Monday, May 19, 2008. Mayor McNally and Councillors Briggs, Kaiser, Lindsey, Major, and Winter were present at roll call. Mayor Pro Tem Dittman was absent and excused.

The minutes of the regular meeting of May 12, 2008, were approved as presented.

Council presented length of service awards to employees with 20-,25-, and 30-year tenure.

Council issued a proclamation for Mental Health Month and presented copies to representatives of the Jefferson Center for Mental Health and the Adams County Community Reach.

Council approved the following: April 2008 financial report; replacement fire engine purchase; City Park Recreation Center structural repairs contract; utility bills and sales tax booklets printing and mailing services contract; contract with BC Services as a third-party collection agency for ambulance service fees; engineering construction inspection change order for 72<sup>nd</sup> Ave/Sheridan Blvd; IGA with Adams 12 Five Star Schools re 124<sup>th</sup> Ave/ Huron St intersection improvements; and West 124<sup>th</sup> Ave/Huron St intersection improvements construction and construction-related contracts; and IGA with Jefferson County Library District.

Council adopted the following resolutions: Resolution No. 32 for open space purchase of Thompson Property at 105<sup>th</sup> Ave/Grove Street; and Resolution No. 33 repealing Resolution No. 17, Series 2007, re Jefferson County Library District.

The meeting adjourned at 7:20 p.m.

By order of the Westminster City Council  
Linda Yeager, City Clerk  
Published in the Westminster Window on May 29, 2008



**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
May 19, 2008



**SUBJECT:** Presentation of Employee Service Awards

**Prepared By:** Debbie Mitchell, Human Resources Manager  
Dee Martin, Human Resources Administrator

**Recommended City Council Action**

Present service pins and certificates of appreciation to employees celebrating 20, 25 and 30 years of service with the City, and provide special recognition to the City's 25-year employees with the presentation of a \$2,500 bonus.

**Summary Statement**

- City Council is requested to present service pins and certificates of appreciation to those employees who are celebrating their 20<sup>th</sup>, 25<sup>th</sup> and 30<sup>th</sup> anniversaries of employment with the City.
- In keeping with the City's policy of recognition for employees who complete increments of five years of employment with the City, and City Council recognition of employees with 20 years or more of service, the presentation of City service pins and certificates of appreciation has been scheduled for Monday night's Council meeting.
- In 1986, City Council adopted a resolution to award individuals who have given 25 years of service to the City with a \$2,500 bonus to show appreciation for such a commitment. Under the program, employees receive \$100 for each year of service, in the aggregate, following the anniversary of their 25th year of employment. The program recognizes the dedicated service of those individuals who have spent most, if not all, of their careers with the City.
- The 20, 25, and 30 year group for second quarter 2008 will be celebrated tonight.
  - Councillor Briggs will present the 30-year certificate.
  - Mayor McNally will present the 25-year certificate.
  - Councillor Major will present the 20-year certificate.

**Expenditure Required:** \$ 2,500

**Source of Funds:** General Fund -Public Works & Utilities Department \$2,500

**Policy Issue**

None identified

**Alternative**

None identified

**Background Information**

The following 20-year employee will be presented with a certificate and service pin:

Greg Olson                                      Transportation Systems Coordinator                      Community Development

The following 25-year employee will be presented with a certificate, service pin and check for \$2,500, minus amounts withheld for Federal and State income taxes after his anniversary date:

Deane Sigler                                      Equipment Operator I    Public Works & Utilities Dept.

The following 30-year employee will be presented with a certificate and service pin:

Karen Sexton                                      Secretary    Police Department

On May 21, 2008, the City Manager will host an employee awards luncheon at which time 3 employees will receive their 15-year service pin, 14 employees will receive their 10-year service pin, and 11 employees will receive their 5-year service pin, while recognition will also be given to those who celebrate their 20<sup>th</sup>, 25<sup>th</sup>, and 30<sup>th</sup> anniversary. This is the second luncheon for 2008 to recognize and honor City employees for their service to the public.

The aggregate City service represented among this group of employees for the second quarter is 315 years of City service. The City can certainly be proud of the tenure of each of these individuals and of their continued dedication to City employment in serving Westminster citizens. Background information on each individual being recognized is attached.

The recognition of employee's years of service addresses Council's Strategic Plan goal of Financially Sustainable City Government as part of the overall recognition program developed to encourage and recognize employee commitment to the organization. Recognition efforts have long been recognized as an important management practice in organizations striving to develop loyalty, ownership and effectiveness in their most valuable resource - employees.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment

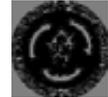


## Agenda Item 6 B

WESTMINSTER  
COLORADO

### Agenda Memorandum

City Council Meeting  
May 19, 2008



**SUBJECT:** Proclamation re Mental Health Month

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

#### **Recommended City Council Action**

Councillor Major to present the proclamation for Mental Health Month.

#### **Summary Statement**

- Jefferson Center for Mental Health and Community Reach, which serves Adams County residents, have requested that the City proclaim the month of May as Mental Health Month in Westminster.
- The City has been very supportive of both of these mental health organizations through the City's Human Services funding each year.
- Vicki Rodgers, Director of Older Adult Services at Jefferson Center for Mental Health, and Jennifer Conrad, a therapist representing Community Reach, will accept the proclamations.

**Expenditure Required:** \$0

**Source of Funds:** N/A

**SUBJECT:** Proclamation re Mental Health Month

Page 2

**Policy Issue**

None identified

**Alternative**

None identified

**Background Information**

Community Reach and Jefferson Center for Mental Health have requested that the month of May be recognized as Mental Health month in Westminster in order to increase community awareness that persons with mental illness can be treated and can be productive citizens.

In 2007, the City is providing \$7,000 to Jefferson Center for Mental Health and \$15,000 to Community Reach as part of the Human Services Agency Funding. In addition the City supports Community Reach by providing facility space for their Westminster office in the former 76<sup>th</sup> Avenue Library building.

Representatives of Community Reach and Jefferson Center for Mental Health will be in attendance to accept the proclamations.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment

**WHEREAS**, good mental health is essential to overall health and emotional well-being; and

**WHEREAS**, one in five American adults and children are affected by a mental illness; and

**WHEREAS**, mental health problems do not discriminate, knowing no race, creed, age limit or economic status; and

**WHEREAS**, people with mental illness can recover and lead full, productive lives; and;

**WHEREAS**, an estimated two-thirds of adults and young people with mental health disorders are not receiving the help they need; and

**WHEREAS**, untreated or under-treated mental illness costs public and private employers billions of dollars annually through absenteeism, turnover, low productivity and increased medical costs; and

**WHEREAS**, the Governor of Colorado's Promise Agenda states that Colorado will focus on mental health prevention measures, such as proper medication and treatment that will save money by reducing emergency room visits and correctional facility costs; and

**WHEREAS**, the City of Westminster has made a commitment to community-based systems of mental health care in which all residents can receive high-quality and consumer-responsive services.

**THEREFORE, I, Nancy McNally, Mayor of the City of Westminster, Colorado, on behalf of the entire City Council and Staff, do hereby proclaim May to be**

## **Mental Health Month**

and call upon all citizens, agencies, public and private institutions, businesses and schools to recommit our community to increasing awareness and understanding of mental illness and to providing appropriate and accessible services for all citizens.

Signed this 19<sup>th</sup> day of May, 2008

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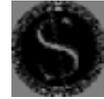
Nancy McNally, Mayor



WESTMINSTER  
COLORADO

Agenda Memorandum

City Council Meeting  
May 19, 2008



**SUBJECT:** Financial Report for April 2008  
**Prepared By:** Tammy Hitchens, Finance Director

**Recommended City Council Action**

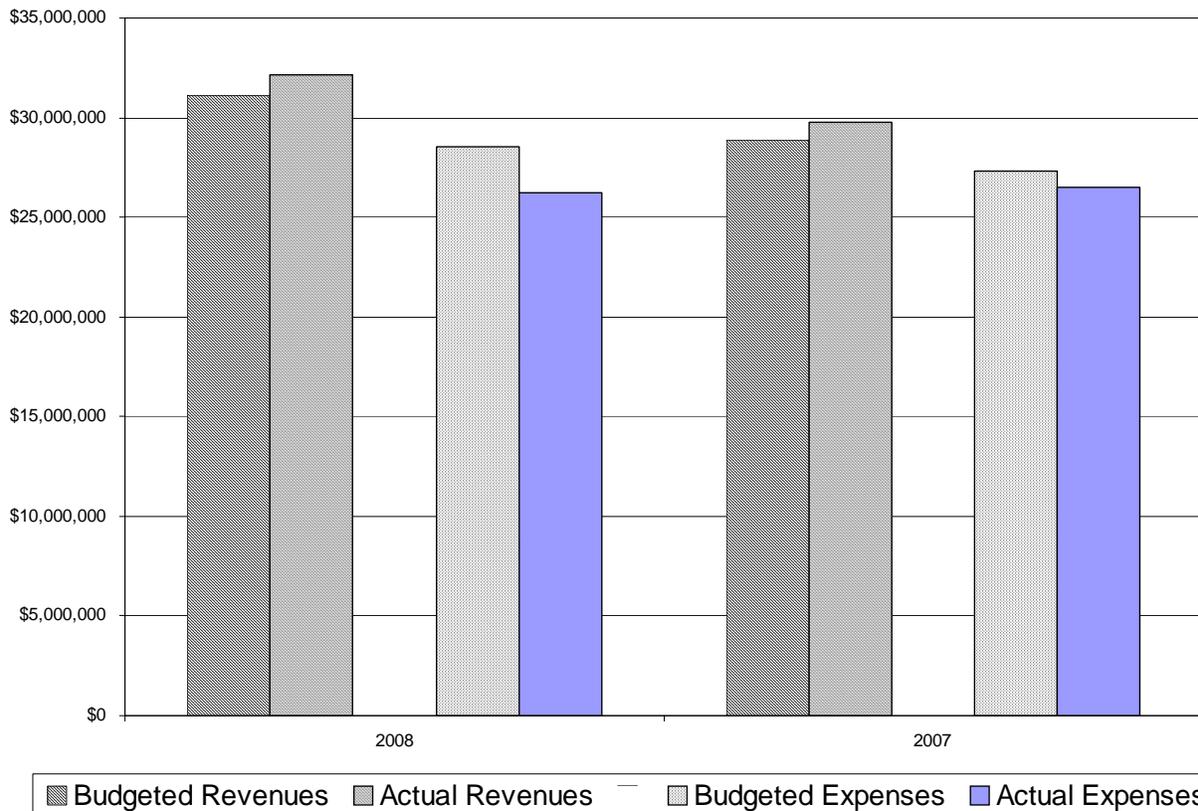
Accept the Financial Report for April as presented.

**Summary Statement**

City Council is requested to review and accept the attached monthly financial statement. The Shopping Center Report is also attached. Unless otherwise indicated, “budget” refers to the pro-rated budget. Revenues also include carryover where applicable. The revenues are pro-rated based on 10-year historical averages. Expenses are also pro-rated based on 5-year historical averages.

The General Fund revenues and carryover exceed expenditures by \$5,879,830. The following graph represents Budget vs. Actual for 2007 – 2008.

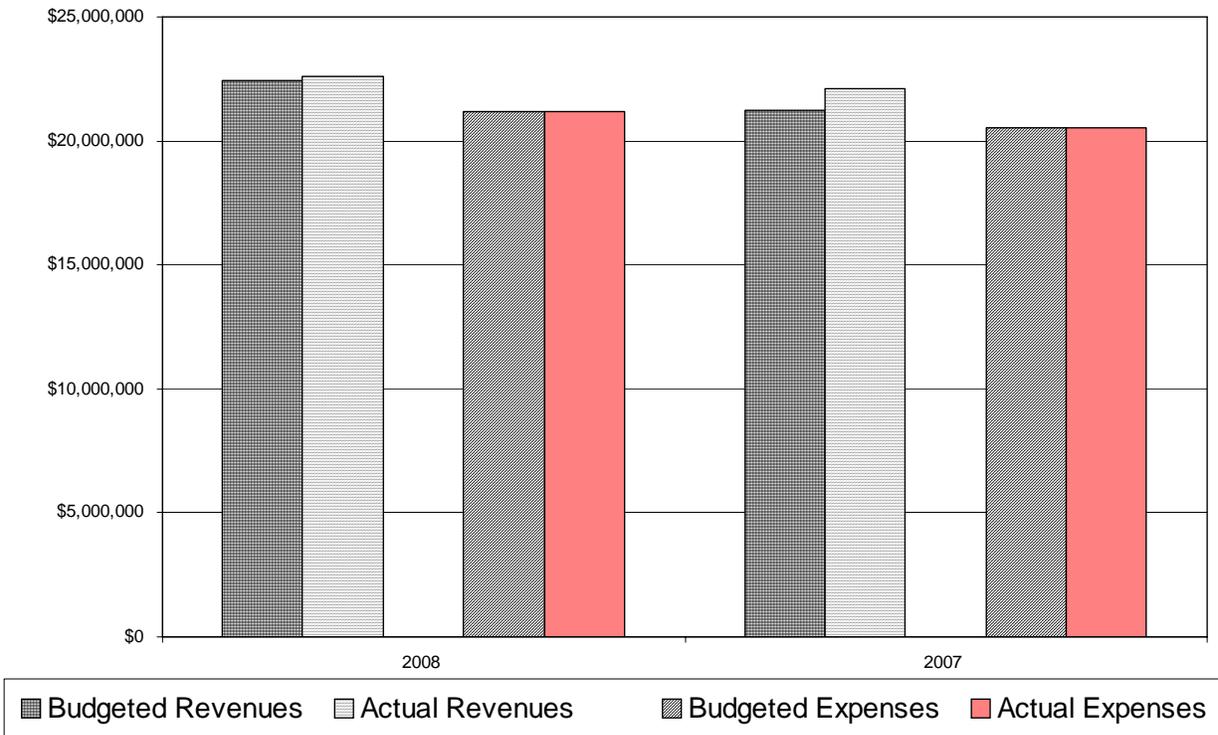
**General Fund  
Budget vs Actual**



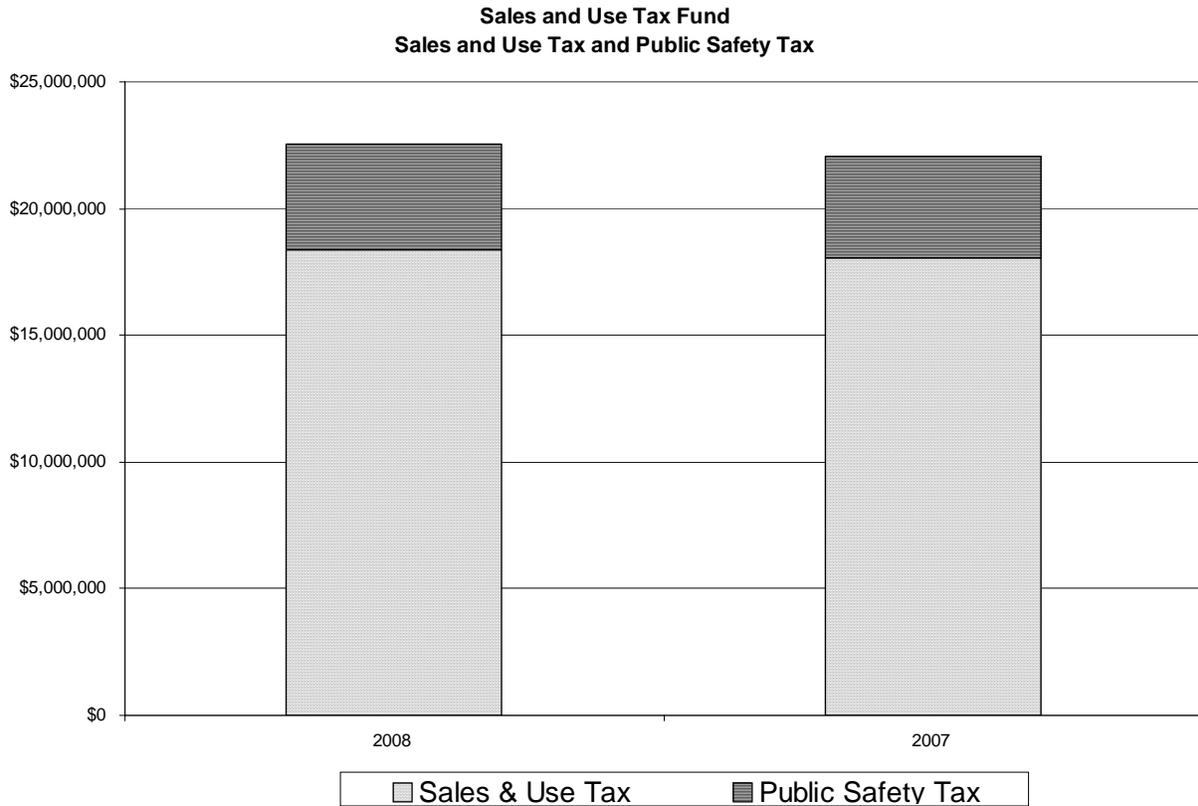
The Sales and Use Tax Fund revenues and carryover exceed expenditures by \$1,410,643.

- On a year-to-date cash basis, sales & use tax returns are up 1.7% over 2007.
- On a year-to-date basis, across the top 25 shopping centers, total sales & use tax receipts are down 2.0% from the prior year. This includes Urban Renewal Area money that is not available for General Fund use. Without Urban Renewal money, total sales and use tax receipts are down 6.6%.
- The top 50 Sales Taxpayers, who represent about 62% of all collections, were down 4.8% after adjusting for Urban Renewal Area money that is not available for General Fund use.
- The Westminster Mall is down 22% on a year-to-date basis.
- Building Use Tax is up 36.6% year-to-date over 2007.

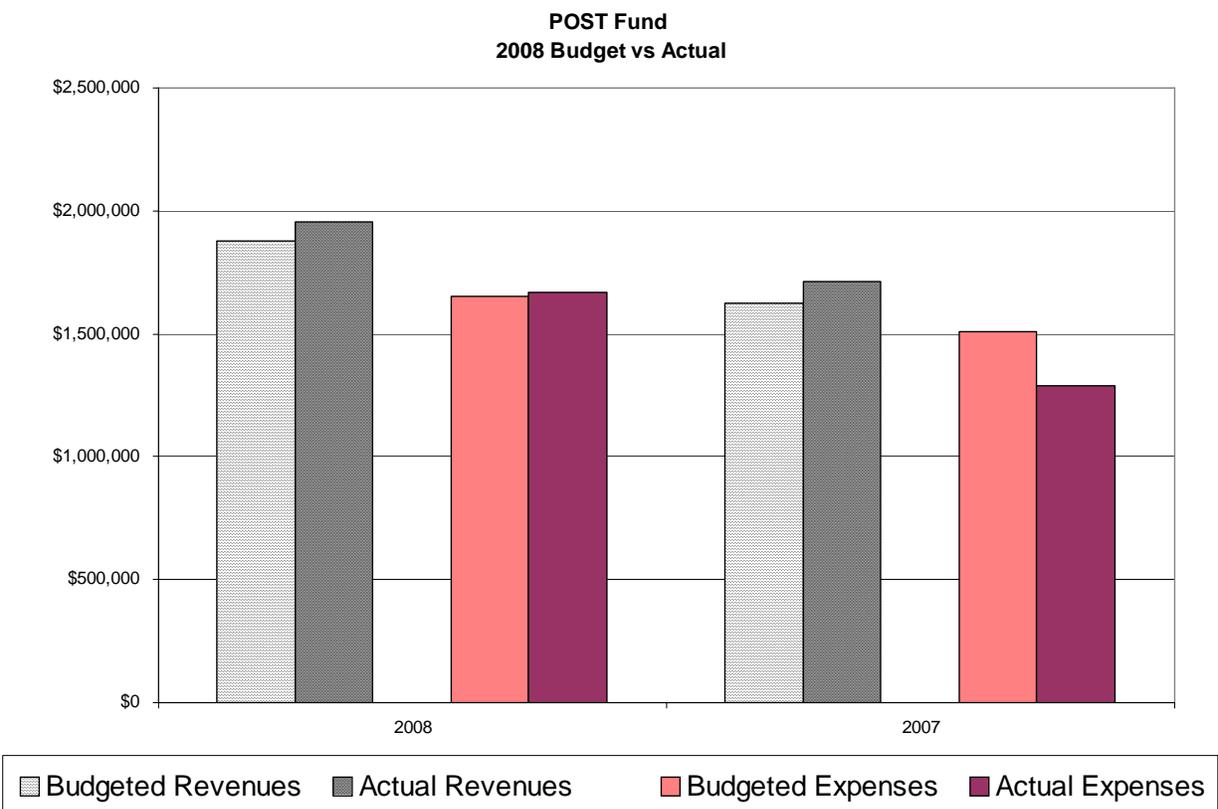
**Sales & Use Tax Fund  
Budget vs Actual**



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

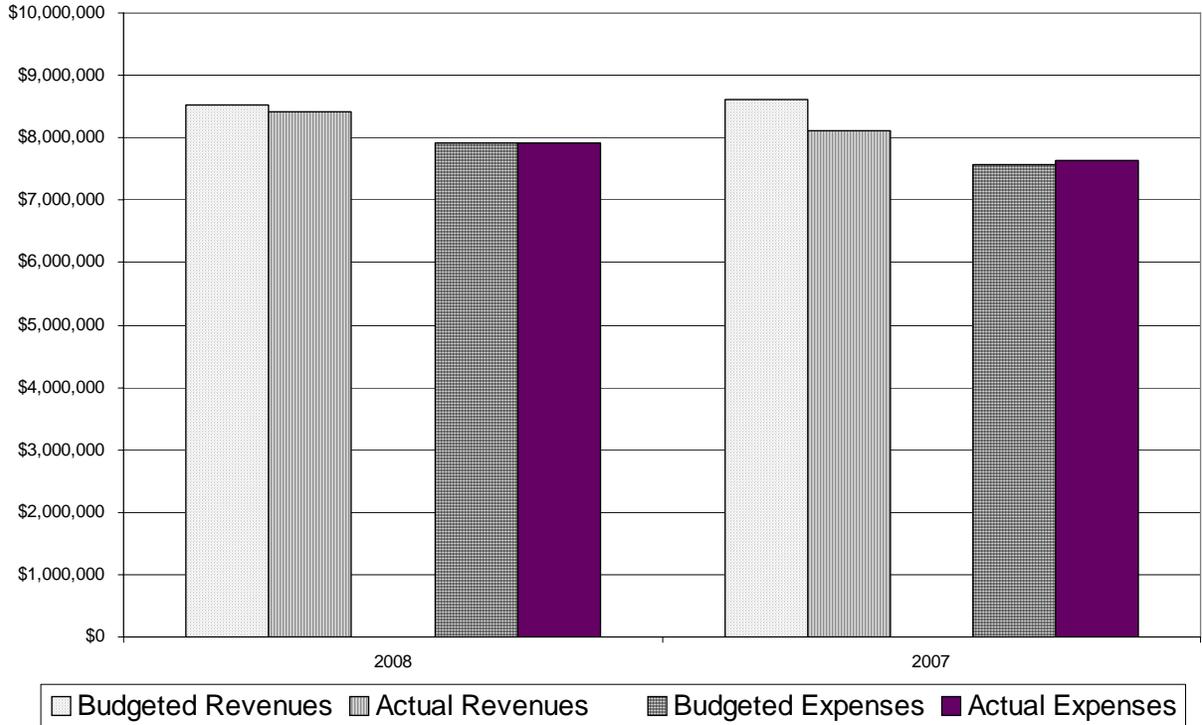


The Parks Open Space and Trails Fund revenues exceed expenditures by \$283,228. 2008 revenues reflect the sale of assets to the General Capital Improvement Fund for right of way acquisitions.



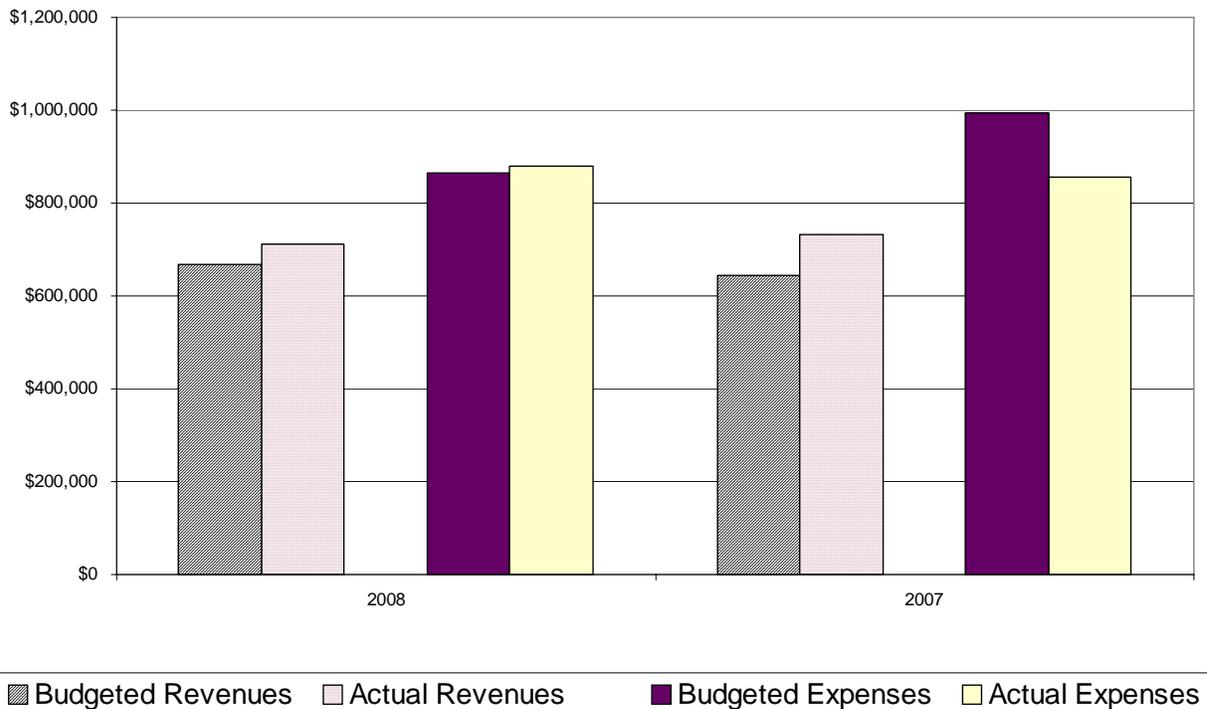
The combined Water & Wastewater Fund revenues and carryover exceed expenses by \$14,451,842. \$24,548,993 is budgeted for capital projects and reserves.

**Combined Water and Wastewater Funds  
2008 Operating Budget vs Actual**



The combined Golf Course Fund expenditures exceed revenues by \$167,763.

**Golf Course Enterprise  
Budget vs Actual**



**Policy Issue**

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

**Alternative**

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

**Background Information**

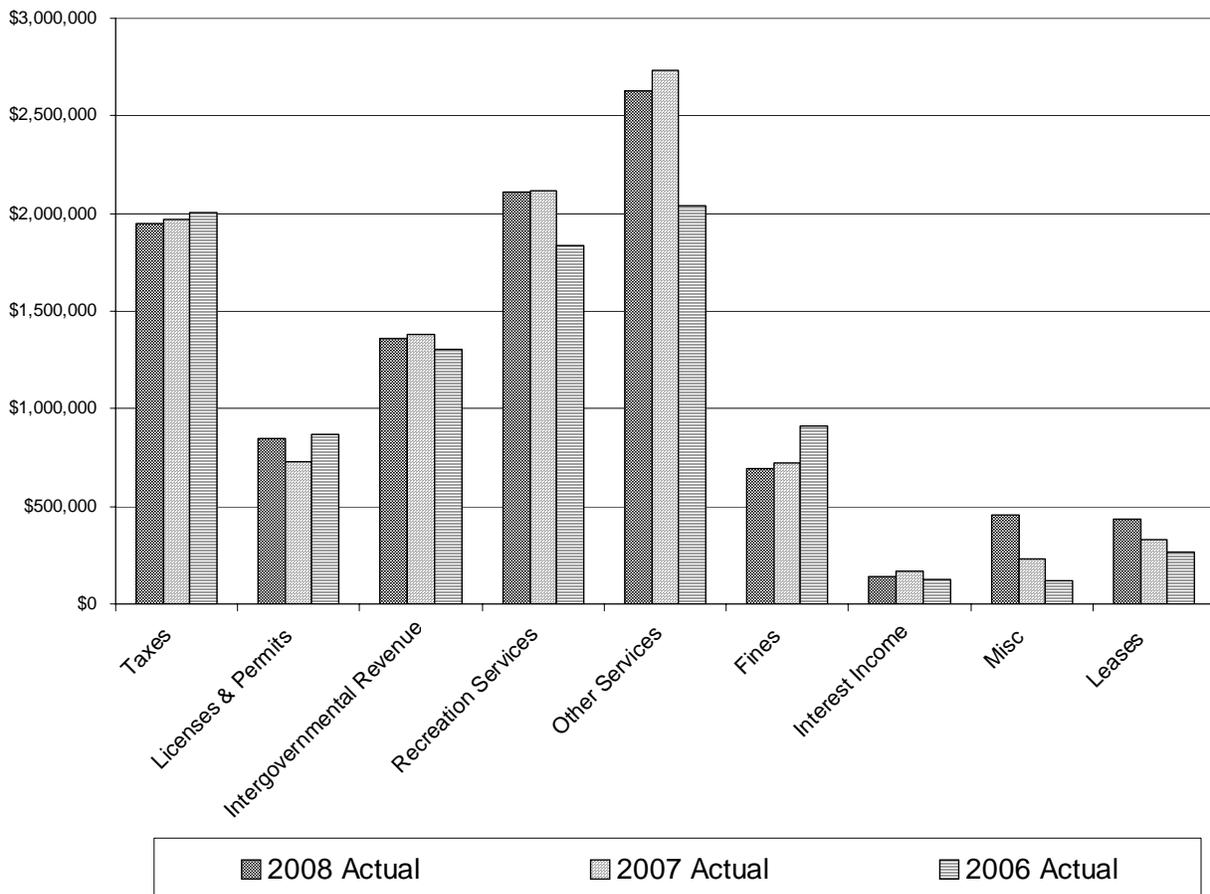
This section includes a discussion of highlights of each fund presented.

**General Fund**

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

The following chart represents the trend in actual revenues from 2006 – 2008 year-to-date.

**General Fund Revenues without Transfers, Carryover, and Other Financing Sources  
2006 - 2008**

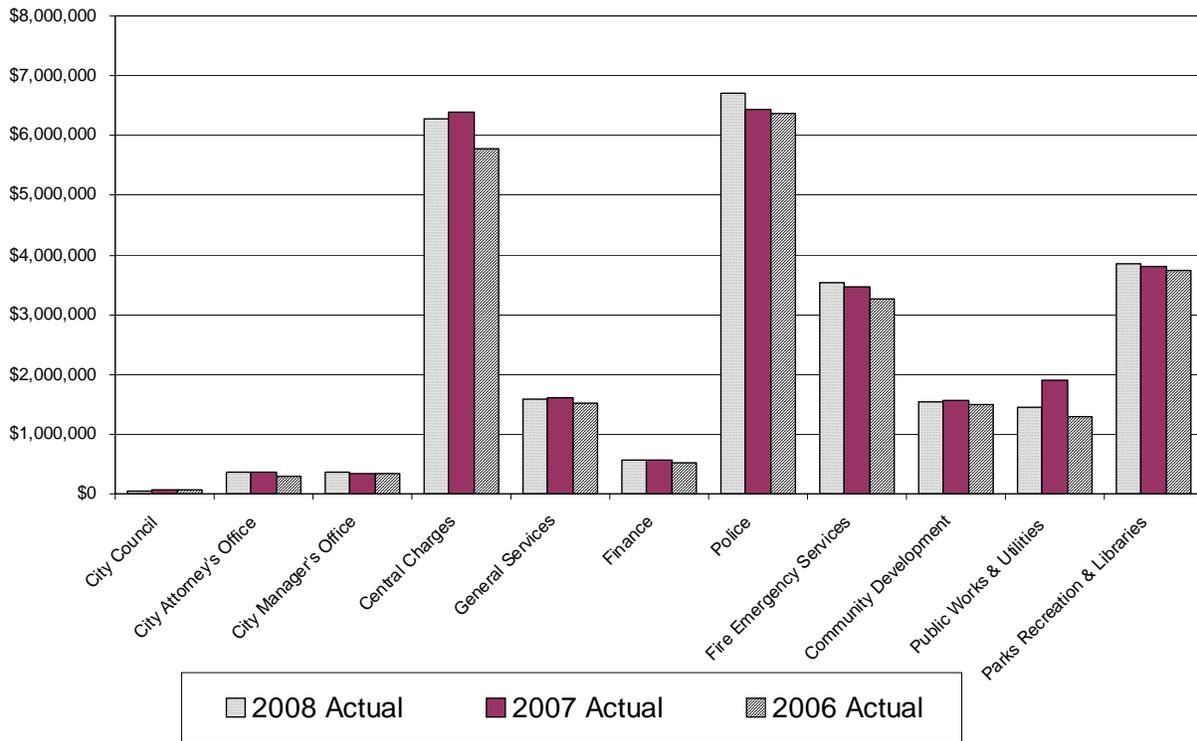


Increases in General Fund revenue categories are explained as follows:

- Licenses and Permits reflect commercial building permit activity for the Orchard
- Leases reflect rental income for the former police building at 88<sup>th</sup> Avenue and Sheridan Boulevard
- Miscellaneous revenue reflects a reimbursement from the City of Thornton for debt service on the 2005 Certificates of Participation, which were used to construct the 144<sup>th</sup> Avenue Bridge.

The following chart identifies where the City is focusing its resources. The chart shows year-to-date spending for 2006 –2008.

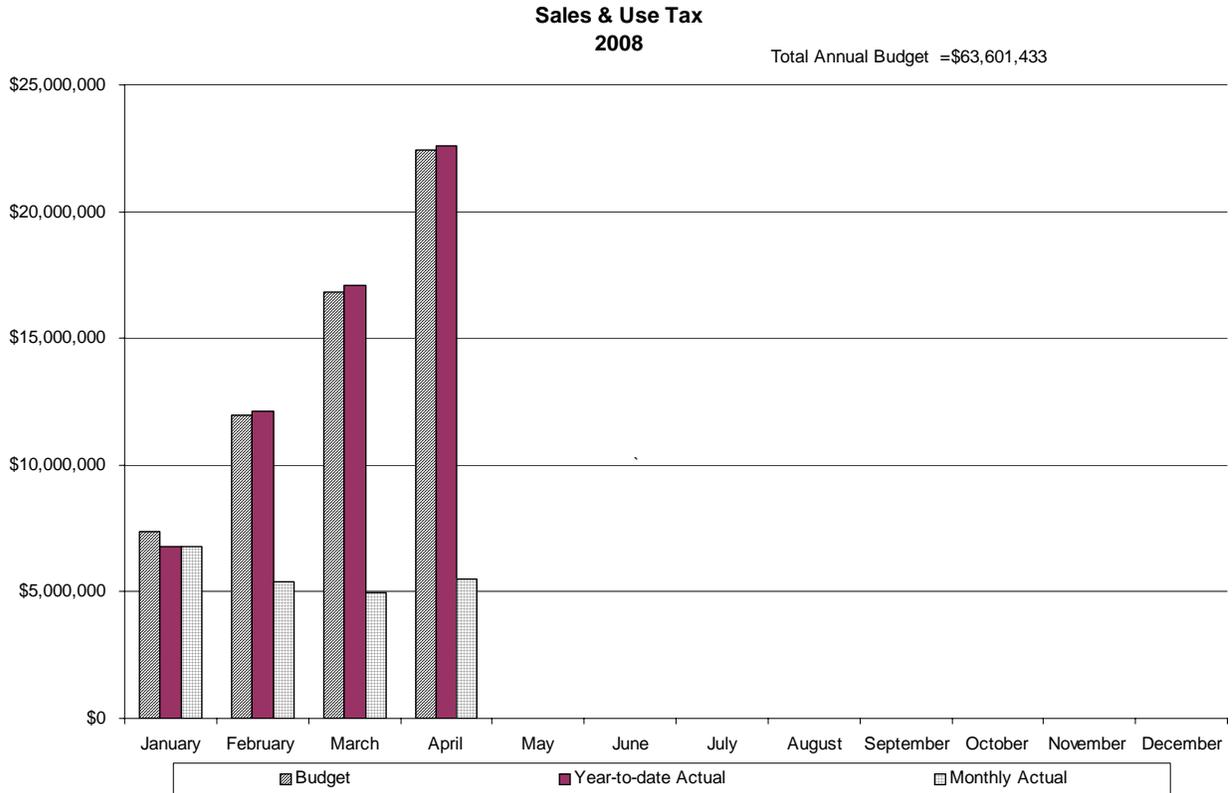
**Expenditures by Function, less Other Financing Uses  
2006-2008**



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

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

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

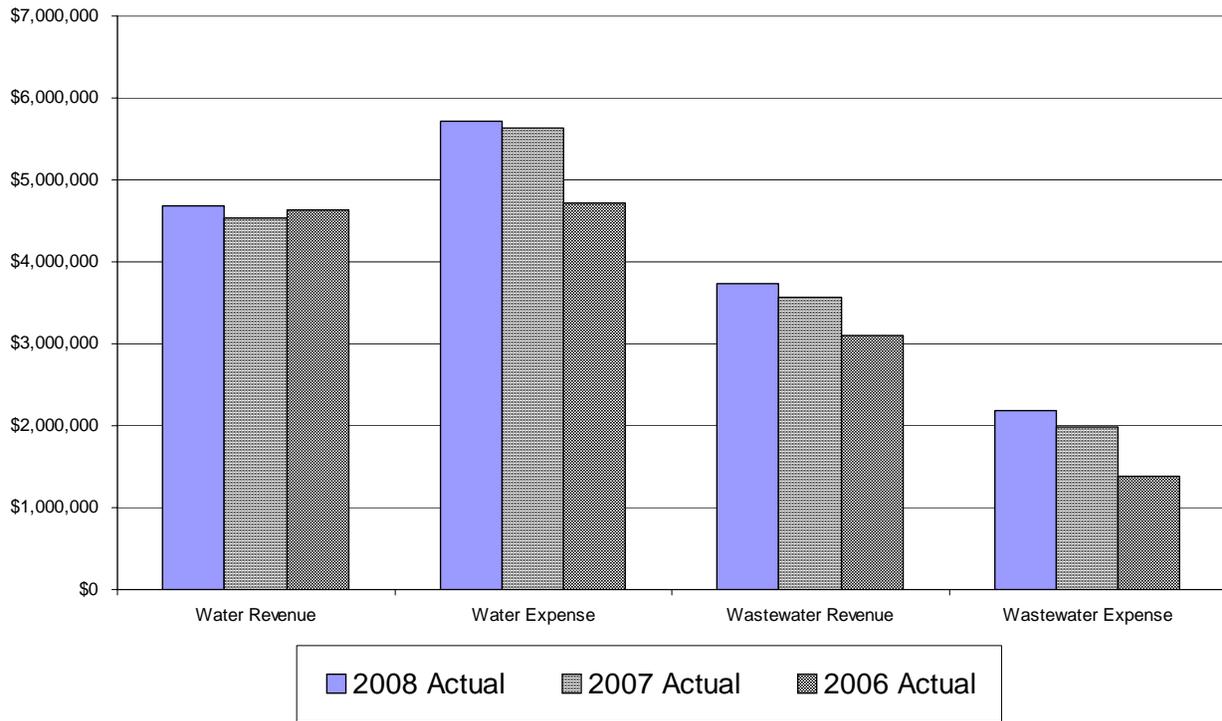


**Water, Wastewater and Storm Water Drainage Funds (The Utility Enterprise)**

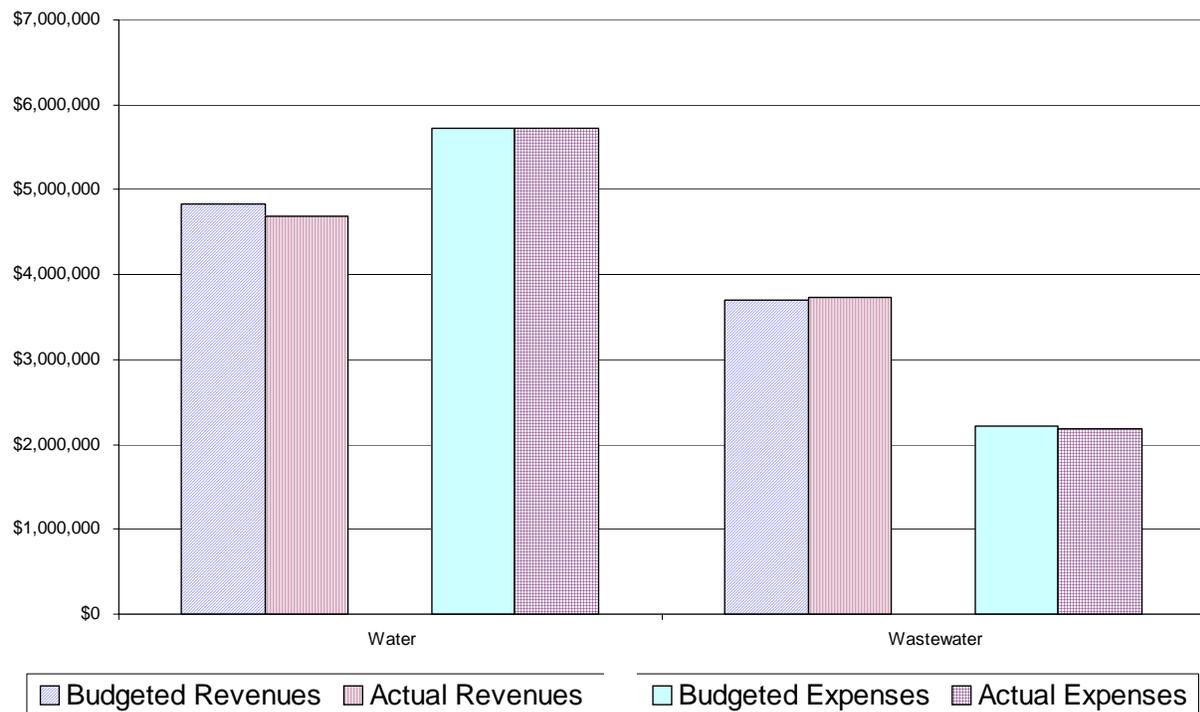
This fund reflects the operating results of the City’s water, wastewater and storm water systems. It is important to note that net operating revenues are used to fund capital projects and reserves.

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

**Water and Wastewater Funds  
Operating Revenue and Expenses 2006-2008**



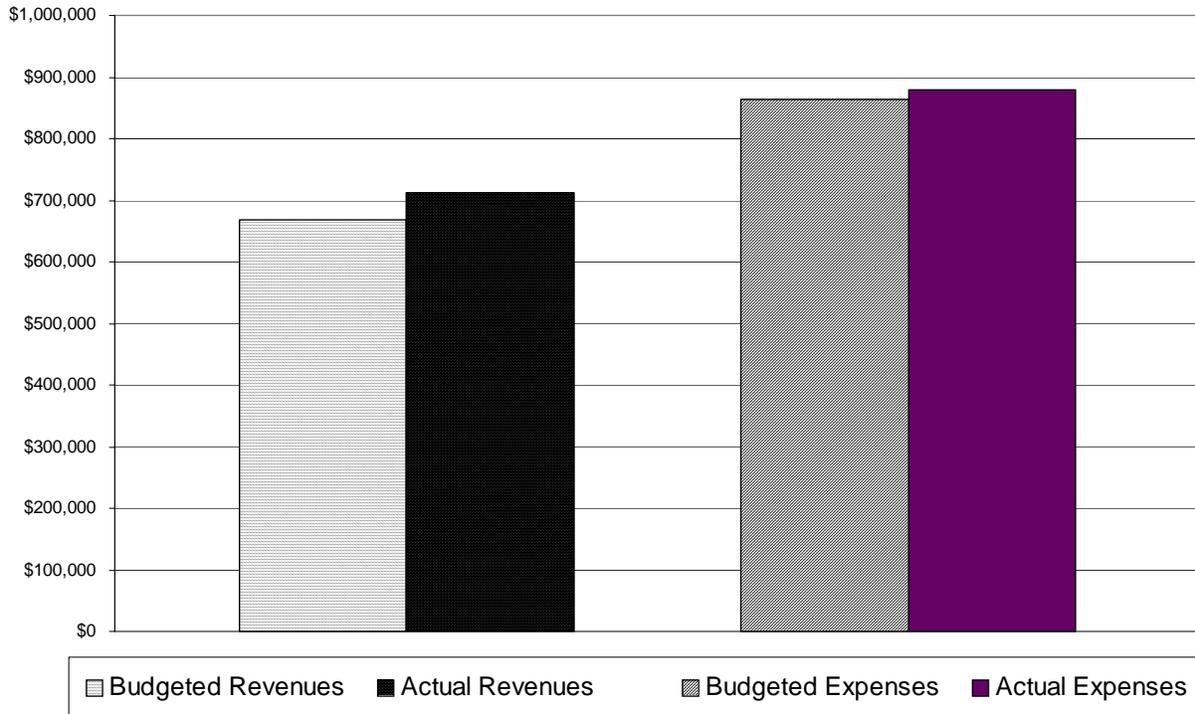
**Water and Wastewater Funds  
2008 Operating Budget vs Actual**



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

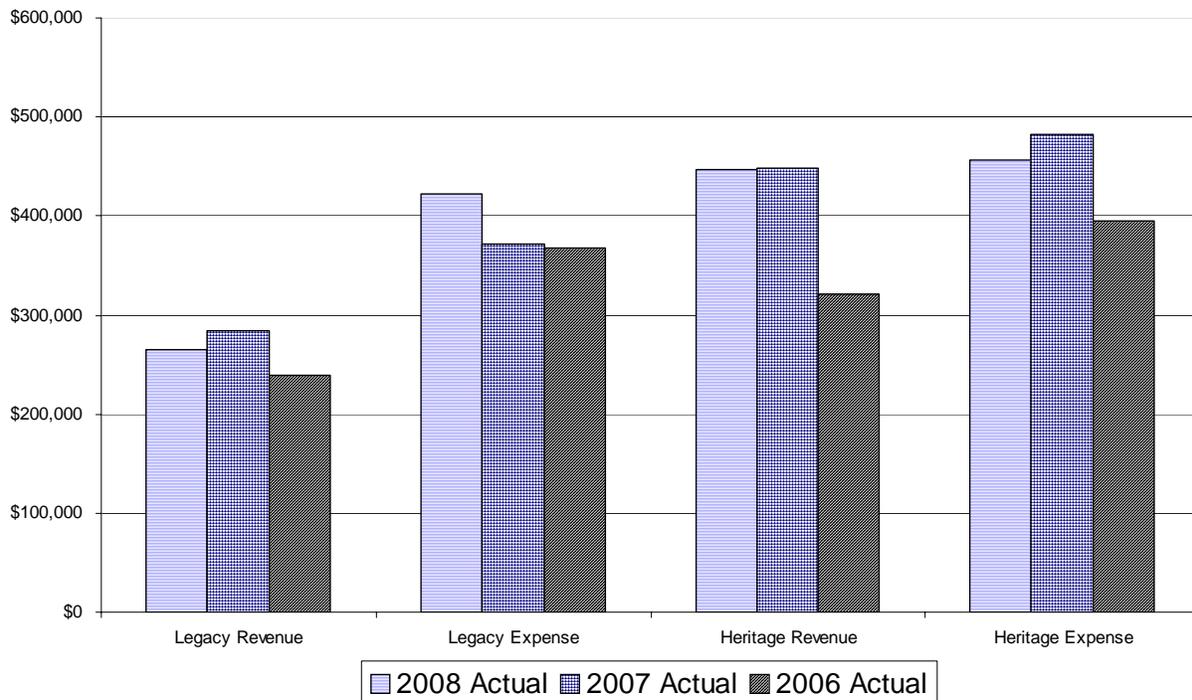
This enterprise reflects the operations of the City's two municipal golf courses.

**Combined Golf Courses  
2008 Budget vs Actual**

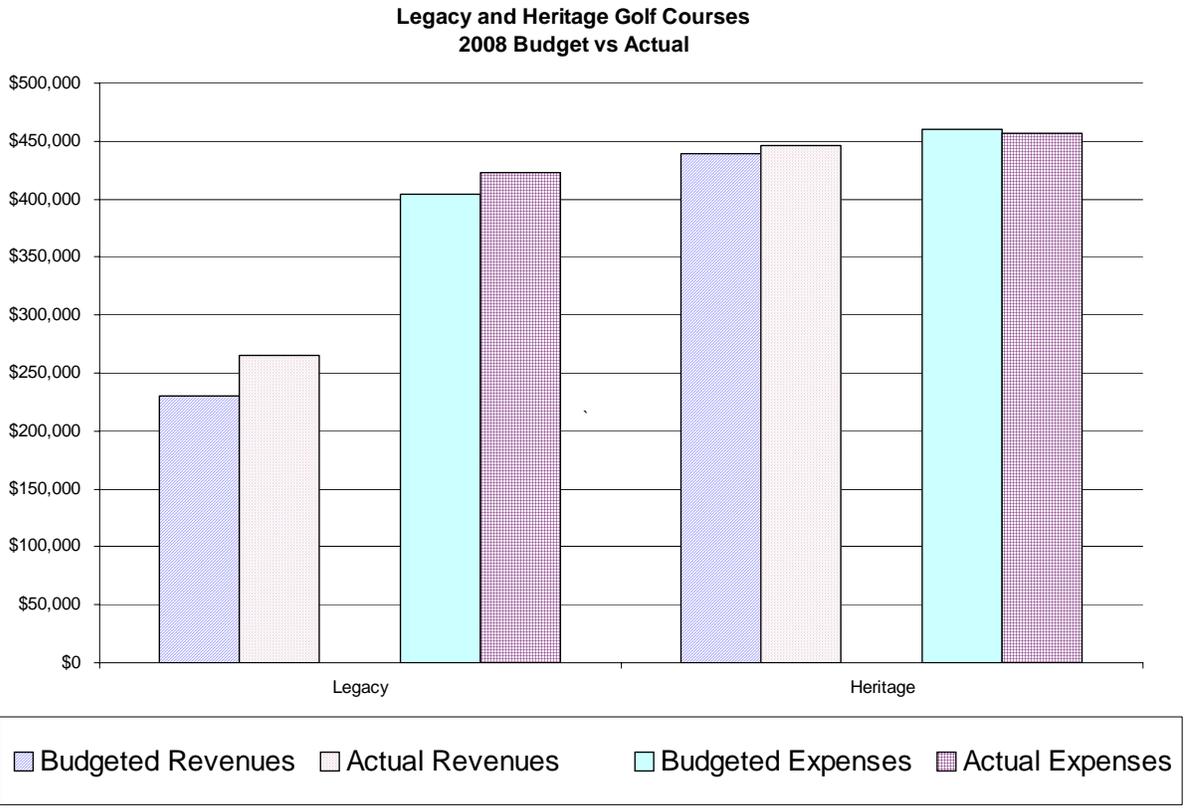


The following graphs represent the information for each of the golf courses.

**Legacy and Heritage Golf Courses  
Revenue and Expenses 2006-2008**



The 2008 expenses at Legacy reflect merchandise purchases and lease payments for golf course equipment. A one time Other Financing Source and use of \$582,144, which was a lease purchase of golf carts, was omitted from 2006 Heritage Revenue and Expense for comparison purposes.



Respectfully submitted,

J. Brent McFall  
City Manager

Attachments

CITY OF WESTMINSTER

GENERAL RECEIPTS BY CENTER - SUMMARY (CC)  
MONTH OF APRIL 2008

Center Location Major Tenant	Current Month			Last Year			%Change		
	General Sales	General Use	Total	General Sales	General Use	Total Sales	Use	Total	
WESTFIELD SHOPPING CENTER NW CORNER 92ND & SHER WALMART	420,189	2,193	422,381	413,685	1,605	415,289	2	37	2
WESTMINSTER MALL ** 88TH & SHERIDAN 4 DEPARTMENT STORES	276,566	20,453	297,019	<del>582,132</del> 478,938	<del>24,202</del> 3,255	<del>582,132</del> 482,193	<del>50</del> -42	<del>221</del> 528	<del>104</del> -38
WESTMINSTER CROSSING 136TH & I-25 LOWE'S	273,204	16,777	269,981	238,227	66	238,293	15	25459	22
SHOPS AT WALNUT CREEK 104TH & REED TARGET	233,875	3,732	237,606	198,727	517	199,245	18	621	19
CITY CENTER MARKETPLACE NE CORNER 92ND & SHERIDAN COMP USA/CIRCUIT CITY	191,568	2,312	193,880	246,744	1,592	248,336	-22	45	-22
NORTHWEST PLAZA SW CORNER 92 & HARLAN COSTCO	186,732	900	187,632	183,839	27	183,867	2	3230	2
BROOKHILL I & II N SIDE 88TH OTIS TO WADS HOME DEPOT	184,627	940	185,566	182,784	1,323	184,107	1	-29	1
THE ORCHARD 144TH & I-25 JC PENNEY	149,488	27,903	177,392	156,463	848	157,311	-4	3190	13
PROMENADE SOUTH/NORTH S/N SIDES OF CHURCH RANCK BLVD SHANE/AMC	123,815	30,142	153,957	134,613	15,038	149,651	-8	100	3
SHERIDAN CROSSING SE CORNER 120TH & SHER KOHL'S	126,574	4,025	130,599	131,780	742	132,522	4	442	-1
NORTH PARK PLAZA SW CORNER 104TH & FEDERAL KING SOOPERS	101,909	784	102,693	73,799	763	74,562	38	3	38
VILLAGE AT THE MALL S SIDE 88TH DEPEW-HARLAN TOYS 'R US	97,273	498	97,771	99,510	360	99,870	-2	38	-2
ROCKY MOUNTAIN PLAZA SW CORNER 88TH & SHER GUITAR STORE	65,880	322	66,202	68,391	316	68,707	-4	2	-4
STANDLEY SHORES CENTER SW CORNER 100TH & WADS KING SOOPERS	63,590	651	64,241	51,577	137	51,714	23	375	24
WESTMINSTER PLAZA FEDERAL-IRVING 72ND-74TH	55,132	2,746	57,878	54,023	188	54,211	2	1362	7

\*\*Adjusted for timing of returns

CITY OF WESTMINSTER

GENERAL RECEIPTS BY CENTER - SUMMARY (CC)  
MONTH OF APRIL 2008

Center Location Major Tenant	Current Month			Last Year			%Change		
	General Sales	General Use	Total	General Sales	General Use	Total Sales	Use	Total	
SAFEMAY LUCENT/KAISER CORRIDOR 112-120 HURON - FEDERAL LUCENT TECHNOLOGY	12,170	45,271	57,441	8,261	40,519	48,780	47	12	18
STANDLEY LAKE MARKETPLACE NE CORNER 99TH & WADSWORTH SAFEMAY	52,102	112	52,214	52,510	118	52,628	-1	-5	-1
WILLOW RUN 128TH & 201 SAFEMAY	48,499	386	48,885	51,054	232	51,286	-5	67	-5
VILLAGE AT PARK CENTRE NW CORNER 120TH & HURON CB & POTTS	44,276	1,186	45,462	42,678	908	43,585	4	31	4
ELWAY/DOUGLAS CORRIDOR NE CORNER 104TH & FED ELWAY MOTORS	32,016	293	32,309	31,815	1,401	33,216	1	-79	-3
BROOKHILL TV E SIDE WADS 90TH-92ND HANCOCK FABRICS	24,470	4,949	29,419	16,688	324	17,012	47	1427	73
WESTMOOR NW OF 108TH AND WADSWORTH GE ACCESS	10,181	17,919	28,100	3,252	17,418	20,669	213	3	36
STANDLEY PLAZA SW CORNER 88TH & WADS WALGREENS	26,404	1,109	27,514	26,192	1,727	27,918	1	-36	-1
NORTHVIEW 92ND AVE YATES TO SHERIDAN SALTGRASS	25,929	233	26,161	27,764	896	28,661	-7	-74	-9
SUMMIT SQUARE NE CORNER 84TH & FED SAFEMAY	22,977	92	23,069	21,459	99	21,558	7	-7	7
	2,849,448	185,926	3,035,374	<del>2,994,773</del>	<del>90,417</del>	<del>3,085,190</del>	<del>x9</del>	<del>x208</del>	<del>x194</del>
				2,994,773	90,417	3,085,190	-5	106	-2

CITY OF WESTMINSTER

GENERAL RECEIPTS BY CENTER - SUMMARY YTD (CC)  
MONTH OF APRIL 2008

Center Location Major Tenant	YTD 2008			YTD 2007			%Change		
	General Sales	General Use	Total	General Sales	General Use	Total Sales	Use	Total	
WESTFIELD SHOPPING CENTER NW CORNER 92ND & SHER WALMART	1,776,415	9,302	1,785,718	1,803,817	9,143	1,812,960	-2	2	-2
WESTMINSTER MALL 88TH & SHERIDAN 4 DEPARTMENT STORES	1,376,174	38,781	1,414,954	1,803,543	17,160	1,820,703	-24	126	-22
WESTMINSTER CROSSING 136TH & I-25 LOWE'S	1,055,334	46,419	1,101,753	588,113	50,072	638,185	79	-7	73
CITY CENTER MARKETPLACE NE CORNER 92ND & SHERIDAN COMP USA/CIRCUIT CITY	942,880	6,783	949,663	1,112,478	6,062	1,118,539	-15	12	-15
SHOPS AT WALNUT CREEK 104TH & REED TARGET	916,173	7,434	923,607	789,740	6,315	796,055	16	18	16
NORTHWEST PLAZA SW CORNER 92 & HARLAN COSTCO	770,904	3,177	774,081	845,246	3,014	848,259	-9	5	-9
BROOKHILL I & JI N SIDE 88TH OTIS TO WADS HOME DEPOT	748,548	11,604	760,152	721,966	5,098	727,064	4	128	5
THE ORCHARD 144TH & I-25 JC PENNEY	618,271	59,502	677,774	543,378	8,381	551,759	14	610	23
PROMENADE SOUTH/NORTH S/N SIDES OF CHURCH RANCH BLVD SHANE/AMC	563,279	176,378	739,657	913,456	59,490	972,946	-38	196	-24
SHERIDAN CROSSING SE CORNER 120TH & SHER KOHLS	516,077	10,513	526,590	607,213	6,241	613,455	-15	68	-14
NORTH PARK PLAZA SW CORNER 104TH & FEDERAL KING SOOPERS	482,555	3,637	486,191	434,801	11,622	446,423	11	-69	9
VILLAGE AT THE MALL S SIDE 88TH DEPEW-HARLAN TOYS 'R US	409,594	1,429	411,023	407,572	1,158	408,730	1	23	1
STANDLEY SHORES CENTER SW CORNER 100TH & WADS KING SOOPERS	309,664	2,315	311,979	302,105	1,229	303,334	3	88	3
ROCKY MOUNTAIN PLAZA SW CORNER 88TH & SHER GUITAR STORE	255,158	1,593	256,750	246,923	1,908	248,831	3	-17	3
WESTMINSTER PLAZA FEDERAL-IRVING 72ND-74TH	221,755	7,336	229,092	211,687	1,071	212,757	5	585	8

CITY OF WESTMINSTER

GENERAL RECEIPTS BY CENTER - SUMMARY YTD (CC)  
MONTH OF APRIL 2008

Center Location Major Tenant	YTD 2008			YTD 2007			%Change		
	General Sales	General Use	Total	General Sales	General Use	Total Sales	Use	Total	
SAFEWAY STANDLEY LAKE MARKETPLACE NE CORNER 99TH & WADSWORTH	208,881	984	209,864	213,839	1,077	214,917	-2	-9	-2
SAFEWAY WILLOW RUN 128TH & ZUNI	194,019	1,100	195,119	211,232	872	212,104	-8	26	-8
SAFEWAY VILLAGE AT PARK CENTRE NW CORNER 120TH & HURON CR & POTTS	169,415	2,434	171,848	157,941	10,624	168,565	7	-77	2
ELWAY/DOUGLAS CORRIDOR NE CORNER 104TH & FED ELWAY MOTORS	108,922	1,925	110,847	103,178	4,034	107,212	6	-52	3
BROOKHILL IV E SIDE WADS 90TH-92ND HANCOCK FABRICS	108,205	5,337	113,542	57,786	794	58,581	87	572	94
STANDLEY PLAZA SW CORNER 88TH & WADS WALGREENS	101,319	2,554	103,872	99,493	5,210	104,702	2	-51	-1
NORTHVIEW 92ND AVE YATES TO SHERIDAN SALTGRASS	95,445	2,209	97,653	164,435	4,618	169,054	-42	-52	-42
SUMMIT SQUARE NE CORNER 84TH & FED SAFEWAY	91,298	614	91,912	82,423	465	82,888	11	32	11
MISSION COMMONS W SIDE WADSWORTH 88-90TH BIG 5 SPORTS	82,452	1,704	84,157	135,775	972	136,746	-39	75	-38
MEADOW POINTE NE CRN 92ND & OLD WADS CARRABAS	76,370	288	76,658	82,845	257	83,102	-8	12	-8
	12,199,106	405,351	12,604,457	12,640,987	216,886	12,857,873	-4	87	-2

**City of Westminster  
Financial Report  
For Four Months Ending April 30, 2008**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
<b>Heritage at Westmoor Fund</b>						
<b>Revenues</b>						
Carryover	117,732	39,244		39,244	0	100.0%
Charges for Services	1,564,649	244,085		251,692	7,607	103.1%
Interfund Transfers	467,150	155,717		155,717	0	100.0%
Total Revenues	<u>2,149,531</u>	<u>439,046</u>		<u>446,653</u>	<u>7,607</u>	<u>101.7%</u>
<b>Expenses</b>						
Central Charges	102,800	32,279		32,227	(52)	99.8%
Recreation Facilities	1,546,416	428,357		424,869	(3,488)	99.2%
Sub-Total Expenses	<u>1,649,216</u>	<u>460,636</u>		<u>457,096</u>	<u>(3,540)</u>	<u>99.2%</u>
Operating Income	500,315	(21,590)		(10,443)	11,147	48.4%
Debt Service Expense	<u>500,315</u>	<u>0</u>		<u>0</u>	<u>0</u>	<u>N/A</u>
Revenues over (under) Expenditures	<u>0</u>	<u>(21,590)</u>		<u>(10,443)</u>	<u>11,147</u>	



**WESTMINSTER  
COLORADO**

**Agenda Memorandum**

City Council Meeting  
May 19, 2008



**SUBJECT:** Replacement Fire Engine Purchase

**Prepared By:** Bill Work, Deputy Fire Chief  
Tim Burandt & Mike Lynch, Fire Lieutenants  
Jesse Molinar, Fire Engineer

**Recommended City Council Action**

1. Authorize the purchase of a Pierce Velocity “Pump Under Cab” fire engine from Front Range Fire Apparatus in an amount not to exceed \$516,475.
2. Authorize trade-in of the 1993 Pierce engine (#5192) to Front Range Fire Apparatus for the amount of \$20,000.

**Summary Statement**

- Funds have been allocated in the 2008 budget for a \$300,000 down payment for the replacement of a 1993 Pierce Fire Engine (#5192).
- City Council approved sole vendor status for Pierce Manufacturing, Inc. in 2006. Pierce Manufacturing, Inc. has had a sole vendor relationship with the City for supplying fire apparatus since 1994.
- Formal bids were not requested from other manufactures. Staff conducted a comparative cost analysis of this fire engine design with three other fire departments that recently took delivery of similar units. Staff found the Front Range Fire Apparatus quote to be competitive and fair.
- This “Pump Under Cab” (PUC) model fire engine is a new design that provides for greater storage space, easier maintenance access to the pump, and a shorter wheel base providing better turning radius to deal with the street design common with traditional mixed-use neighborhood development (TMUND) and new urbanism type designs.
- Having this sole vendor relationship with Pierce has allowed standardization of several items: stocking spare parts, mechanic training, fire engineer training and operation, trouble shooting, and dealer support. Staff is very pleased with the Pierce fleet.
- Front Range Fire Apparatus has offered a trade-in price of \$20,000 for the 1993 Pierce engine that is being replaced. This trade in amount is considered competitive.
- Delivery is expected as soon as December 2008.

**Expenditure Required:** \$516,475

**Source of Funds:** \$300,000 down payment (GCORF)  
\$196,475 financed through future lease payments  
\$20,000 from trade-in

**Policy Issues**

Does City Council want to accept the Front Range Fire Apparatus quote using the sole vendor status for Pierce apparatus?

Does City Council want to approve the trade-in of the 1993 Pierce fire engine to Front Range Fire Apparatus, using the trade-in value to offset the total replacement cost of the new engine?

**Alternatives**

1. City Council could direct staff to go out to bid. Staff does not recommend this alternative for several reasons. Staff has been very pleased with Pierce fire apparatus. The true value when comparing fire apparatus is not just the purchase price. Quality of product, the ability to meet specifications, and the value to Fleet Maintenance and Fire Department personnel to have consistency in the type of emergency apparatus they work with have all been considered.
2. City Council could choose to not trade-in the old fire engine. This old fire engine could be sent to auction or marketed in some other fashion for resale. Staff does not believe either of these alternatives will net the City additional value. Trading in the old engine to Front Range Fire Apparatus also puts the burden of brokering the truck and the associated issues connected to that resale on the dealer instead of the City saving soft dollar costs.

**Background Information**

The new fire engine will replace an existing 1993 Pierce engine that is currently being used by the Fire Department in a limited capacity as a reserve unit. Justification for replacing this fire engine includes the following:

- Engine has over 126,600 miles and 11,374 hours or run time.
- Body and compartments are rusting requiring body work to repair.
- Engine has older two stroke diesel motor and has lost horse power that affects the pumping capabilities. With this older motor, smoke emissions are very visible.
- Engine is 15 years old and does not incorporate the latest safety features and firefighting capabilities. These missing features include independent front suspension with disc brakes, front air bags, roll-over protection, multiplexed electrical system, and compressed air foam system.

PUC Design:

This “pump under cab” design is the latest technology change that Pierce has developed to address concerns from the fire service. Basically, this new design eliminates the transfer case between the motor and the pump. This change shortens the power train/pump spacing needs. The result is that the pump is now accessed almost as easily as the motor, making it more efficient and safer for the mechanics. This design also allows the fire engine to be on a shorter wheelbase and increases cabinet space. The City’s Fleet Maintenance staff has reviewed and is endorsing this technology. The shorter wheelbase will also allow for greater maneuverability within the neighborhoods that have tighter streets.

Price Comparisons:

Staff conducted prices comparisons with three other fire departments that have recently purchased a similarly designed PUC fire engine from Pierce. The Westminster 2006 Dash fire engine is also illustrated for comparison. Staff did take out and add option pricing for all of these units so that the comparative costs would be an equally equipped comparison. Specific breakdown of these various price comparisons can be supplied by Staff if so desired.

<b>2008 Westminster Proposed PUC</b>	<b>2006 Westminster Dash</b>	<b>2007 Boulder, CO PUC</b>	<b>2006 Miami, FL PUC</b>	<b>2007 Boliver, OH PUC</b>
\$516,475	\$517,400	\$526,643	\$580,542	\$663,160

Preferred Options:

The options incorporated into this new unit include a compressed air foam system (CAFS), independent front suspension, front airbag, multi-plexed electrical system and side-roll protection. CAFS has been part of the most recent City of Westminster Fire Department apparatus purchases. This advanced technology offers increased firefighting capability and safety by providing more effective extinguishment for a wide variety of fire situations such as weed fires, flammable liquid fires and structure fires. The independent front suspension is the latest engineering advance that allows improved braking and handling, and in Pierce's case allows for front wheel disc brakes. This improved handling and braking capability are significant safety improvements. The multi-plexed electrical system is preferred due to reduced problems and ease of maintenance when it comes to electrical repairs. The front airbags and side-roll protection is strictly a firefighter safety issue and enhances protection for the firefighters inside the cab in the event of a rollover type accident.

Delivery:

The unit is expected to be delivered by December of 2008 if this vehicle is ordered in May 2008.

Specification and Dealer Evaluations:

Staff has been pleased with the facilities at Front Range Fire Apparatus as well as their ability to do warranty work and to provide support such as parts replacement.

Previous evaluation revealed that Pierce had the fewest exceptions and concerns in terms of meeting the City's specifications. One of the biggest concerns in this area is the proposed compressed air foam system (CAFS). Pierce is the only manufacturer that provides a CAFS that is designed by the manufacturer for their fire apparatus. Other vendors specify a third party product that creates concerns for reliability, service work, and compatibility with existing department owned CAFS.

Engineering:

- Pierce is ISO 9001 certified. This type of certification is highly regarded in terms of assuring quality and attention to detail in all aspects of the manufacturing process.
- The independent front suspension, which provides better driver control and shorter stopping distance, is a third party add-on for most other manufacturers. This engineering is standard equipment from Pierce Manufacturing.
- The electrical multi-plexing is an engineering feature that has greatly reduced maintenance issues in correcting electrical problems. The City's Fleet Maintenance personnel highly endorse this product. Pierce has had this type of electrical system design for seven years. The multi-plexing specified by other manufacturers is a third party add-on that is relatively new to the industry and has a limited track record in terms of adequately assessing reliability.

Warranty:

Warranty and service work after the sale are very important considerations that have been evaluated. The Westminster Fire Department would rate its experience with Front Range Fire Apparatus and Pierce as excellent. There have been several complex repair issues over the last several years with the Pierce engines that were handled in a very expedient and professional manner by the dealer and manufacturer. One example involved a major motor problem with a unit purchased in 2004. Altitude issues required some major engineering and re-fabrication to upsize the turbo and still get the motor to fit within the cab. Pierce returned the fire engine back to the factory and corrected the problem. While the truck was out of service, Pierce provided a loaner fire engine in order to not compromise emergency services. This type of response to a problem is just one reason why staff has been very satisfied with the Pierce product.

Sole Vendor Status:

The City has a history of sole vendor status with Pierce Manufacturing, Inc. The City has been buying Pierce fire apparatus since 1988. The first sole vendor status was established in 1994. The most recent renewal of this sole vendor relationship was approved in 2006. The Pierce product tends to be more expensive than their competitors, but buyers realize a higher quality product that has an excellent reputation in terms of quality, reliability, engineering, customer service and satisfaction.

Sole vendor status has several direct benefits for the City. Having fire apparatus from a sole source vendor has allowed the City to stock a number of Pierce parts. Having these parts in stock at Fleet Maintenance allows for a faster turn around time on a number of repairs. Sole source vending of fire apparatus has allowed several of the City's mechanics to develop their skills in very specific areas and has increased their expertise because they do not have to deal with a variety of different systems design. The City's Fleet Division endorses sole vendor status with Pierce Manufacturing. Additionally, Fleet Maintenance has invested in the hardware and software needed to accommodate the diagnostic testing on the engine, transmission, and anti-lock braking systems of the Pierce units. The expertise that Fleet Maintenance has developed on other operating systems, such as the CAFS, ladder racks, multi-plexing and the like has greatly increased due to standardization of product. Fire Department operators/drivers have also benefited by having like apparatus to work with. Driving, handling, pump operation, routine maintenance, have all been improved by not having to deal with a variety of design and quality in the apparatus.

Trade-In:

Front Range has offered a guaranteed trade-in price of \$20,000. There is a possibility that if this truck can be sold prior to the delivery of the new truck, then Front Range will increase the trade-in value to \$25,000. The buyer accepts the terms that delivery of the trade-in would not be for at least eight months and is conditional on when the Westminster Fire Department feels it can release the fire engine. This trade-in value is felt to be fair and significantly more than what sending the fire engine to auction would bring.

Respectfully submitted,

J. Brent McFall  
City Manager



**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
May 19, 2008



**SUBJECT:** City Park Recreation Center, Structural Repairs Contract

**Prepared By:** Jerry Cinkosky, Facilities Manager

**Recommended City Council Action**

Authorize the City Manager to execute a contract with Restruction Corporation in the amount of \$110,695 for structural repairs at City Park Recreation Center, authorize a \$22,139 contingency bringing the total project budget to \$132,834.

**Summary Statement**

- City Park Recreation Center is a high use recreational facility built in 1986.
- In February 2008 while investigating a concern with low water pressure in the Recreation Center's swimming pool area, Building Operations and Maintenance Staff observed major corrosion and rusting conditions of metal surfaces beneath the facility locker rooms and adjacent lifeguard offices.
- In March 2008, Bornengineering was hired to inspect and assess the entire substructure of the facility and make recommendations for both immediate temporary repairs to be completed as well as permanent repairs and replacement that could be made during the proposed remodeling of the facility in early 2009.
- In April, with the use of Bornengineering's construction and repair specifications, a request for proposals was sent to the three companies with experience in these types of repairs. A pre-bid meeting, which included an inspection beneath the facility, took place on April 24, 2008.
- As a result of the competitive bid process, Staff is recommending awarding a structural repair contract to Restruction Corporation.
- A 20% contingency is recommended for this project to allow for unknown conditions that may be encountered in completing the work.

**Expenditure Required:** \$132,834

**Source of Funds:** General Capital Improvement Fund – Building Operations and Maintenance Recreation Facility Major Maintenance

**Policy Issue**

Should City Council award a contract for structural repairs at City Park Recreation Center?

**Alternative**

Do not proceed with temporary structural repairs at City Park Recreation Center. Staff is not recommending this alternative based on Staff’s visual observations and Bornengineering’s assessment of existing conditions of metal structural components beneath the facility.

**Background Information**

City Park Recreation Center is a high use recreational facility built in 1986. The Center provides numerous recreational programs and events to the citizens of Westminster.

During a recent routine follow up on a work request to investigate low water pressure in the swimming pool area, Building Operations and Maintenance Staff observed rusting and corrosion to metal surfaces below the building. The area below the building or the crawl space is rarely accessed due to its definition as a “confined space.” The only way to navigate through this confined space is to literally crawl through.

In March 2008, City Staff contacted the firm of Bornengineering that has performed similar assessment work in pool and recreational facilities in Colorado and has qualified staff specifically trained to work in confined spaces. Bornengineering was asked to perform an assessment of the entire substructure of the facility and adjacent pool area. In addition to the assessment of existing conditions, Bornengineering was asked to provide recommendations for any necessary repairs beneath the facility.

In April 2008, Bornengineering structural engineers completed their assessment and provided Staff with construction documents for immediate repairs as well as for a retrofit that could be accomplished during the proposed remodeling project tentatively scheduled for early 2009. Scheduling major repairs during the remodeling process is less likely to cause disruption of regular scheduled activities and use of the facility.

In late April, a request for proposals was sent to three companies with previous experience working on the type of repairs that were identified as part of Bornengineering’s repair specifications. On April 28<sup>th</sup> a pre-bid meeting was held that included a visual observation of existing conditions beneath the City Park Recreation Center and adjacent pool areas.

The bid results received May 8, 2008, for temporary structural repairs are as follows:

<b>CONTRACTOR</b>	<b>BID AMOUNT</b>
John Rohrer Contracting Company, Inc.	118,980
Restruction Corporation	110,695
RSI	No Bid

Based on Restruction Corporation’s submittal of the \$110,695, Staff is recommending City Council’s approval of a contract with Restruction Corporation for the City Park Recreation Center structural repairs.

The structural repairs at City Park Recreation Center, supports the City Council Strategic Plan Goals of “Safe and Secure Community” and “Financially Sustainable City Government” in the following areas:

- Well-maintained city infrastructure and facilities
- Effective cost containment/control measures for living within revenues and budget
- Safe public gathering places and secure City facilities

Respectfully submitted,

J. Brent McFall  
City Manager



**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
May 19, 2008



**SUBJECT:** Utility Bills and Sales Tax Booklets Printing and Mailing Services Contract

**Prepared By:** Sandy Christopher, Utility Billing Supervisor  
Bob Smith, Treasury Manager

**Recommended City Council Action**

Authorize the City Manager to enter into an agreement with Output Services, Inc. to process and mail utility billing statements and late notices at an annual cost not to exceed \$61,000 and print and mail Sales Tax Coupon Booklets at an annual cost not to exceed \$5,300. The initial contract would be for three years with two one-year renewable terms.

**Summary Statement:**

- The City has outsourced the process of the utility bill printing and mailing since 1996. Prior to 1996, the printing and mailing of utility bills was accomplished in-house. Lack of City staffing and the prohibitive cost of purchasing new capital equipment made this program ideal for outsourcing. Sales Tax Coupon Booklets are printed yearly usually in the fourth quarter of each year.
- The contract with the current vendor, Output Services, Inc, expires at the end of May 2008.
- In February 2008, City staff issued a Request for Proposal (RFP) for the printing and mailing of utility bills and sales tax booklets. The RFP was sent to five potential vendors.
- Staff received responses from two companies that provide printing and mailing services, Output Services, Inc. and Colorado Litho, Inc. Staff reviewed the responses from the perspective of the vendor's ability to provide the desired services, the costs for providing these services and the expected level of customer service that each would provide.
- Staff recommends continuing to contract with Output Services, Inc. as the least-cost service provider with the best service quality and customer service.

**Expenditure Required:** Not to exceed \$66,300

**Source of Funds:** General Fund – Finance Operating Budget

**Policy Issue**

Should the City continue to outsource printing and mailing utility bills and sales tax coupon booklets?

**Alternatives**

1. Bring the service back in-house and print the bills in the Information Technology Department. Although utility service is a core business, this is not recommended, as it is more cost effective to outsource the printing functions. The City would need to purchase new equipment and add new staff to bring this process back in house, which would not be cost effective.
2. Change to another service provider. This action is not recommended. The other company that responded to the RFP quoted costs for printing, folding and inserting bills into the mailing envelopes that were considerably higher than the proposal from Output Services.

**Background Information**

The current contract with Output Services expires May 31, 2008. The City currently pays \$53,650 for printing and mailing services for utility bills. Postage of \$128,050 is budgeted as a separate operating cost. The current vendor pays for postage and the City reimburses them for actual cost. The cost is that charged by the U.S. Postal Service with no mark-up.

The charges for printing, folding and inserting the utility bills into the envelopes are charged separately. Based on a cost for an estimated monthly volume of 32,700 utility bills, the annual cost for each submitted proposal is as follows:

<b>Vendor</b>	<b>Printing Costs</b>	<b>One-time Costs</b>	<b>Total Cost</b>
Output Services Inc	\$ 58,860	\$ 0	\$ 58,860
Colorado Litho, Inc	\$ 85,800	\$ 750	\$ 86,550

Output is proposing the same cost for the printing of the utility bills and will charge the same rate to print the late notice as was provided for in the current contract.

For sales tax coupon booklets and annual returns preparation, the City currently pays \$4,695 for printing and mailing services, based on a cost for an estimated yearly volume of 814 monthly coupon booklets, 892 quarterly coupon booklets and 2,303 annual returns. The annual printing cost for each submitted proposal is based on a cost for approximately 900 monthly coupon booklets, 950 quarterly booklets and 2,400 annual returns which follows:

<b>Vendor</b>	<b>Printing Costs</b>	<b>One-time Costs</b>	<b>Total Cost</b>
Output Services Inc	\$ 5,005	\$ 0	\$ 5,005
Colorado Litho, Inc	\$ 5,691	\$ 375	\$ 6,066

Postage to mail the utility bills and sales tax coupons are not included in the above costs. Postage is budgeted separately. As of May 12, 2008, there will be an increase for postage charged by the U.S. Postal Service. The rate for mailing the utility bills will increase from the current \$0.312 per bill to \$0.324, about a 2.5% increase (annual costs will be approximately \$133,000). Output Services simply passes the cost charged by the U.S. Postal Service on to the City. Colorado Litho proposed to charge the City a rate \$0.052 higher than the stated post-May 12, 2008, U.S. Postal Service rate.

The proposed vendor, Output Services, Inc. (Output), was founded in 1983. Their primary processing facility is located in Boulder, Colorado. They have a second facility in Longmont that can provide an alternative processing site for backup and disaster purposes.

Colorado Litho is a Westminster company. However, their cost to print, fold and insert the Utility bills into envelopes was approximately 45% higher than Output Services and for the sales tax booklets was about 8% higher than the rate quoted by Output. In addition, the charge for postage quoted by Colorado Litho is 16% higher.

Because of the lower cost and the fact that Output has provided a quality product and excellent service for the City for the past five years, Staff recommends the City of Westminster continue to use Output Services, Inc, to prepare and mail the utility billing statements, late notices, as well as the monthly, quarterly, and annual sales tax coupon booklets.

Respectfully submitted,

J. Brent McFall  
City Manager

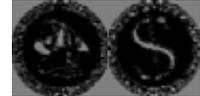


## Agenda Item 8 E

**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
May 19, 2008



**SUBJECT:** Contract with BC Services as a Third Party Collection Agency

**Prepared By:** Randy Peterson, EMS Coordinator

**Recommended City Council Action:**

Make a finding that the public's interest will best be served by entering into a sole source contract and authorize the City Manager to sign a series of one-year agreements from 2008 to 2011 with BC Services as the collection agency for emergency medical and ambulance service fees and designate BC Services as the sole vendor collection agency for ambulance transports through 2011.

**Summary Statement:**

- In June 1999 City Council authorized Staff to outsource ambulance billing and enter into a series of one-year contracts with Healthcare Professional Billing. Healthcare Professional Billing currently uses BC Services as their third party collection agency for overdue accounts.
- Based off the estimated amount of revenue to be collected by a third party collection agency in 2008 and the associated fee paid to the agency as a percent of the successful collections, the City Attorney's Office recommends the City enter into a contract with a collection agency independent of Healthcare Professional Billing.
- Staff estimates the revenue to the City through collections from BC Services in 2008 will be approximately \$114,000, after all fees are paid. The associated fee paid to BC Services as a percent of successful collections would be approximately \$57,000. No budget expenditure is required by the City as the source of revenue for BC Services is generated by successful collections.
- A phone survey was conducted in April 2008 of local collection agencies. Based off the results of this survey it was determined by Staff that BC Services provides the most competitive fees, has a good local reputation, and provides services that are the advantageous to the City.
- A standard City contract has been approved by City Attorney's Office and approved by BC Services.

**Expenditure Required:** \$ 0

**Source of Funds:** N/A

**Policy Issues**

Should the City enter into a contract with a third party collection agency to handle overdue accounts for emergency medical and ambulance services?

Should the City award a sole source contract to BC services for a series of one year contracts from 2008 until 2011?

**Alternative**

The City could approve the agreement with BC Services on an annual basis and not designate them as a sole vendor. This is not recommended as BC Services offers the most competitive fees and best overall services. Awarding them a sole source contract will minimize staff hours for surveying and seeking annual Council approval for a Collection Agency contract. The one-year agreements would still allow the City to evaluate and cancel the agreement at the end of any given year if the services are not satisfactory or price competitive.

**Background Information:**

In 1999, City Council authorized the City Manager to enter into a series of one year agreements with Healthcare Professional Billing for ambulance billing. Under this arrangement, overdue accounts were handled by third party collection agencies through Healthcare Professional Billing. Due to the growing amount of overdue accounts the City Attorney’s Office is recommending the City enter into a direct contract with a collection agency independent of Healthcare Professional Billing.

In April of 2008, a phone survey was conducted with seventeen collection agencies. Four surveyed were found to be qualified and competitive. Of the four, the fees and services provided by BC Services are believed to be the most advantageous to the City. After discounting the agency’s fees, it is estimated that \$114,000 in revenue could be generated to the City. The results of the survey below are based on a 2008 estimate of successful collections amounting to a total of \$170,000.

Collection Agency	General Collection Fee*	Fees for Collections Through Litigation*	Estimated Fee Paid
BC Services	33%	50%	\$56,100
ARS Recovery System	33 1/3%	50%	\$56,661
Bonded Businesses	40%	50%	\$68,000
Collection Company of America	33 1/3%	50%	\$56,661

\* For every 100 dollars successfully collected, the designated fee percentage is maintained by the collection agency. Example: A successful general collection by BC Services of \$100 would result in a fee maintained by BC Services of \$33.

It should be noted that BC Services also provides collections for Healthcare Professional Billing and the majority of metro area hospitals. This allows for cross referencing of contact information with the hospitals that will facilitate identification and location of the responsible parties. Staff attorneys and notaries are on staff with BC Services to streamline notification of subpoenas and court documents. BC Services agrees to send monthly reports to Fire Administration on revenues collected. They have a strong reputation with metro hospitals and ambulance transport agencies.

Respectfully submitted,

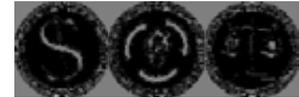
J. Brent McFall  
City Manager



**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
May 19, 2008



**SUBJECT:** Engineering Construction Inspection Change Order for 72<sup>nd</sup> Avenue and Sheridan Boulevard

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

**Recommended City Council Action**

Authorize the City Manager to execute an amended contract with Short Elliot Hendrickson, Inc. for construction engineering services in the additional amount of \$137,615 for the Sheridan Boulevard and 72<sup>nd</sup> Avenue Improvements project.

**Summary Statement**

- A contract for the construction of improvements to Sheridan Boulevard and 72<sup>nd</sup> Avenue was awarded to Castle Rock Construction Company (CRCC) in June of 2007.
- A completion date of March 14, 2008 was specified in the CRCC contract but has been exceeded due to work added to the contract by the City and delays by CRCC that are subject to liquidated damages.
- The estimated completion of construction is now early June, 2008.
- A contract for construction engineering services from Short Elliot Hendrickson (S.E.H.) in the amount of \$372,634 was approved at the beginning of the project. The schedule for these services was tied to the construction schedule. The estimated cost for the additional time of construction inspection services is \$85,098.
- Various design changes were requested during construction due to utility conflicts with XCEL, Comcast and Qwest and design changes to accommodate the commercial developments under construction on the west side of Sheridan Boulevard. The total for design changes was \$52,517.
- Authorization of \$137,615 is requested to amend the S.E.H. contract to pay for the design changes and additional construction engineering services through the end of the project. Funds for this added work are available in the project account. Subject to negotiations between City Staff and the contractor, it is currently anticipated that CRCC will be held responsible for the payment of the majority of these additional expenses.

**Expenditure Required:** \$137,615

**Source of Funds:** General Capital Improvement Project Fund - Sheridan Boulevard and 72<sup>nd</sup> Avenue Improvements Project Account

**Policy Issue**

Should the City authorize the additional design services provided and extend the engineering services contract with Short Elliot Hendrickson, Inc. to coincide with the actual completion date of the construction of the Sheridan Boulevard and 72<sup>nd</sup> Avenue Improvements project?

**Alternative**

The costs for additional services could be rejected and the contract for construction engineering could be terminated at this time or scaled back to only minimal involvement by S.E.H. for the remainder of the project, resulting in a reduction of the observation, material testing and administrative activities that normally accompany a project of this size and complexity. This alternative is not recommended given the need for additional design services due to unknown utility conflicts and the time sensitivity of project closeout activities including acceptance inspections, corrective work by the contractor and reconciliation of quantities and pay items. Staff recommends that the contract for construction engineering services with Short Elliot Hendrickson be amended for the additional design services and to the necessary construction oversight during this critical period.

**Background Information**

In June 2007, City Council authorized a contract for construction of the Sheridan Boulevard and 72<sup>nd</sup> Avenue Improvements project to Castle Rock Construction Company. An agreement for construction engineering and project management services with the engineering firm of Short Elliot Hendrickson was also authorized at that time in the amount of \$372,634.

The initial schedule for construction under the contract with CRCC called for the completion of the work by March 14, 2008, so S.E.H.'s contract was structured for a similar time frame. Shortly after the award of the construction contract, the City requested that CRCC add the installation of a 16" water main from 72<sup>nd</sup> to 74<sup>th</sup> to the Sheridan Boulevard improvements. City Council approved a change order to CRCC's contract to cover this additional cost. There have also been numerous design changes to the project due to utility conflicts with Xcel Energy, Qwest and Comcast that S.E.H. quickly accomplished to keep the contractor moving forward in a timely manner. Additionally, there have been a number of changes necessary to accommodate the planning for the adjacent Wal-Mart and Shoenberg Farms commercial projects.

S.E.H. submitted a single change order for the various design changes that were requested during the project for a total of \$52,517. S.E.H. has also estimated the additional time for construction management services will total \$85,098. It is anticipated that CRCC will be held responsible for the payment of the majority of the additional time expenses.

In their role as construction engineer, S.E.H. has had to continue to provide their observation and contract administration services through this extended period of construction. City Staff is requesting authorization of \$52,517 for design changes and \$85,098 for construction management services for a total of \$137,615 in expenditures to cover this amendment. Funds are available in the Sheridan Boulevard and 72<sup>nd</sup> Avenue Improvements project account for this purpose.

Respectfully submitted,

J. Brent McFall  
City Manager



**WESTMINSTER  
COLORADO**

**Agenda Memorandum**

City Council Meeting  
May 19, 2008



**SUBJECT:** Intergovernmental Agreement Between the City of Westminster and Adams 12 Five Star Schools for the Construction of Improvements at Mountain Range High School and Silver Hills Middle School

**Prepared By:** John Carpenter, Director of Community Development

**Recommended City Council Action**

Authorize the City Manager to sign an Intergovernmental Agreement between the City of Westminster and Adams 12 Five Star Schools regarding the construction of improvements at Mountain Range High School and Silver Hills Middle School in substantially the same form as the attached; authorize the transfer of \$491,874 from the 144<sup>th</sup> Interchange Project of the General Capital Improvement Fund to the 124<sup>th</sup> & Huron Intersection Improvements Project of the General Capital Improvement Fund; and authorize the payment of up to \$285,146 to Xcel Energy for the installation of street lights along public streets located within the Mountain Range High School and Silver Hills Middle School campus.

**Summary Statement**

- This Intergovernmental Agreement (IGA) outlines the responsibilities between the City and Adams 12 Five Star Schools (Adams 12) to construct and fund improvements to the northeast and southeast corners of the intersection of 124<sup>th</sup> Avenue and Huron Street. These improvements will enhance traffic movement to the Silver Hills Middle School and Adams 12 Stadium.
- The IGA also addresses responsibilities of the two parties with respect to the installation of street lights along the public streets located within the campus of the two schools. A previous IGA, which was approved by the City Council in June 2007, defined obligations pertaining to the public street construction but was silent on the issue of street lighting. The new IGA clarifies that matter.
- The Adams 12 share of the cost of these improvements will be offset by a reimbursement that is owed from the City to the District for certain street improvement obligations from the June 2007 Agreement. Therefore, it will be necessary for the City to pay the entire cost of these intersection and street lighting improvements, and a relatively small payment will later be received from the District. It is proposed that available funding within the 124<sup>th</sup> & Huron Intersection Improvements Project of the General Capital Improvement Fund (GCIF) be supplemented with a transfer of excess funds from the 144<sup>th</sup> Interchange Project of the GCIF to pay for these expenses.

<b>Expenditure Required:</b>	124th Avenue/Huron Street	\$367,835
	Street Lighting	<u>\$285,146</u>
	<b>TOTAL</b>	<b>\$652,981</b>

<b>Source of Funds:</b>	124 <sup>th</sup> & Huron Intersection CIP	\$161,107
	Transfer from 144 <sup>th</sup> Interchange CIP	\$491,874

**Policy Issue**

Should the City share in the costs to construct the 124<sup>th</sup> Avenue/Huron Street intersection improvements and street lighting on public streets serving the two schools?

**Alternative**

Do not fund the improvements. Staff does not recommend this alternative because the intersection improvements and street lights are highly desirable to facilitate the efficient movement of traffic and safe travel for pedestrians. Staff believes that the proposed cost sharing arrangement is a reasonable method to apportion the costs of these improvements between the City and Adams 12.

**Background Information**

The City and Adams 12 executed an IGA in June 2007 related to street improvements specifically needed to accommodate Mountain Range High School, but that Agreement did not address those street improvements that are necessary to facilitate convenient access to the Silver Hills Middle School. Furthermore, the earlier IGA did not address street lighting on the public streets located within the campus. This proposed IGA outlines the respective responsibilities of the two entities to construct and finance needed improvements to the intersection of 124<sup>th</sup> Avenue and Huron Street as well as the installation of street lights throughout the site.

Under the proposed agreement, Adams 12 agrees to pay the City 50% of the cost to design and construct 124<sup>th</sup> Avenue/Huron Street improvements or \$209,100, whichever is less. The proposed improvements include the following facets of construction:

- Widen the east side of Huron Street to accommodate a continuous acceleration/deceleration lane along Huron Street.
- Construct an 8 foot wide sidewalk.
- Modify the traffic signals to accommodate the street widening and the new eastern leg of the intersection.

The City will manage the design and construction of the improvements, which will be completed by August 15, 2008.

The Agreement also assigns responsibility for the cost to install street lighting as follows:

- Adams 12 and the City share equally the segment along Delaware Street between 124<sup>th</sup> Avenue and 128<sup>th</sup> Avenue. (estimated total cost - \$137,738; City share - \$68,869)
- Adams 12 pays 100% of the cost to install 125<sup>th</sup> Avenue streetlights. (estimated total cost - \$72,212)
- Adams 12 and the City share equally in the cost for 124<sup>th</sup> Avenue lighting between Huron Street and Delaware Street. (estimated total cost - \$49,274; City share - \$24,637)

The most recent estimate of the costs of these street lights (\$259,224) was prepared by Xcel Energy nine months ago, so it is anticipated that the costs will have escalated by May 2008. For that reason, Staff is requesting Council authorization of a moderately higher amount (\$285,146) to cover the expected increased cost of these street light improvements. The District is responsible for the payment of their share, as noted above, of the actual costs of the street lighting.

The total obligation of Adams 12 for the design (\$23,012) and construction (\$183,917) of the 124<sup>th</sup> Avenue/Huron Street intersection and all subject street lights (currently estimated at \$165,718) equals \$372,647. However, the District's payment to the City will be much less than this amount due to the fact that the City is obligated by the June 2007 IGA to reimburse Adams 12 the amount of \$338,221 for the City's 50% share of the cost of the design and construction of Delaware Street, which was installed by the

District two years ago. The City is responsible for 50% of the cost of this street because Delaware Street serves as the boundary between the City's Tanglewood Creek open space and the school campus. Due to the offset of the City's Delaware Street obligation against the District's obligation under this proposed IGA, it is anticipated that the actual payment from Adams 12 will only be \$34,426 plus their share of any escalation of street lighting costs. Therefore, City Staff is proposing that the entire budget for the intersection and street lighting work be funded from projects in the City's General Capital Improvement Fund at this time. The District's payment, which is due to the City at the end of this month, will be included in the next quarterly supplement appropriation that will be presented to Council later this summer.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment – Intergovernmental Agreement

## **INTERGOVERNMENTAL AGREEMENT**

### **Between the City of Westminster and Adams 12 Five Star Schools For the Construction of Improvements to the Intersection of 124<sup>th</sup> Avenue and Huron Street**

This Intergovernmental Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of May, 2008, by and between the **CITY OF WESTMINSTER**, a Colorado home rule municipality, hereinafter called the "City," and **ADAMS 12 FIVE STAR SCHOOLS**, a Colorado school district, hereinafter called the "School District." The City and School District may be referred to collectively or separately as "Parties" or "Party" or "Jurisdiction."

#### **RECITALS:**

WHEREAS, the School District has constructed the Silver Hills Middle School ("school") at the northeast corner of 124<sup>th</sup> Avenue and Huron Street within the City of Westminster, and

WHEREAS, the School District has constructed 124<sup>th</sup> Avenue between Delaware Street to a point just east of Huron Street, and abutting the south side of the school.

WHEREAS, approximately \$420,000 of improvements are necessary to connect 124<sup>th</sup> Avenue to Huron Street, widen Huron Street near 124<sup>th</sup> Avenue and modify the 124<sup>th</sup> Avenue/Huron Street traffic signals, and

WHEREAS, approximately \$260,000 in street lighting improvements are necessary along Delaware Street, 125<sup>th</sup> Avenue, and 124<sup>th</sup> Avenue in areas nearby the School; and

WHEREAS, the City and the School District desire to jointly fund the aforementioned improvements and enter into an agreement to facilitate the construction of improvements to the 124<sup>th</sup> Avenue/Huron Street intersection, and

WHEREAS, Part 2 of Article 1 of Title 29, C.R.S. and authorizes the Parties to enter into intergovernmental agreements; and

WHEREAS, Section 29-1-203(1), C.R.S. provides, inter alia, that governmental units may cooperate with one another to provide any function, service or facility lawfully authorized to each of the contracting units, including sharing of costs;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, as well as the mutual agreements made by the Parties set forth herein, the Parties agree and contract as follows:

## **AGREEMENT:**

### **SECTION 1. 124<sup>th</sup> Avenue/Huron Street Intersection Improvements**

1.1 The School District agrees to pay the City 50% of the cost to design and construct the improvements to the 124<sup>th</sup> Avenue/Huron Street improvements, or \$209,100, whichever amount is less. The improvements include:

- Widen the east side of Huron Street from a point located approximately 250 feet north of 123<sup>rd</sup> Avenue to a point north of 124<sup>th</sup> Avenue where Huron Street was previously widened by the City. This widening will accommodate a continuous northbound acceleration/deceleration lane along Huron Street. Construct an 8 foot wide, detached concrete sidewalk in this area.
- Extend the curb, gutter, asphalt, and sidewalk along 124<sup>th</sup> Avenue to the Huron Street intersection.
- Modify the traffic signals at the intersection to accommodate the widening of Huron Street and connection of 124<sup>th</sup> Avenue to Huron Street.

1.2 The City shall coordinate the design and construction documents for the 124<sup>th</sup> Avenue/Huron Street improvements. The City shall be responsible for bidding out the project and providing construction supervision. Construction of the improvements shall be completed no later than August 15, 2008, assuming the District does the following:

- Conveys an executed special warranty deed (Exhibit "A") for needed rights-of-way no later than May 30, 2008.
- Conveys an executed construction easement (Exhibit "B") for the area beyond the right-of-way needed for construction activities no later than May 23, 2008.
- Pays to the City the District's share of construction expenses as provided in Section 3 of this Agreement no later than May 30 2008.

- 1.3 If the cost of the improvements are less than \$418,200, the City shall refund 50% of the difference to the School District within 10 days of final payment to the contractor.
- 1.4 The School District shall dedicate any additional right-of-way along Huron Street and 124<sup>th</sup> Avenue needed for the project, if any, at no cost to the City. The District shall submit an executed copy of the Final Plat of the Mountain Range High School Subdivision no later than May 31, 2008.

## **SECTION 2. Street Lighting along 124<sup>th</sup> Avenue/125<sup>th</sup> Avenue and Delaware Street.**

- 2.1 The School District and the City will share equally the actual cost to install street lighting along Delaware Street between 128<sup>th</sup> Avenue and 124<sup>th</sup> Avenue. The estimated cost of this item was \$137,738 as provided by Xcel Energy on August 10, 2007.
- 2.2 The School District will pay 100% of the actual costs to install street lighting along 125<sup>th</sup> Avenue between Huron Street and Delaware Street. The estimated cost of this item was \$72,212 as of August 10, 2007.
- 2.3 The School District and the City will share equally in the actual cost to install street lighting along 124<sup>th</sup> Avenue between Huron Street and Delaware Street. The estimated cost of this item was \$49,274 as provided by Xcel Energy on August 10, 2007.
- 2.4 The City shall coordinate the design and construction documents for the street lighting improvements described in Sections 2.1, 2.2 and 2.3. The City shall be responsible for contracting with Xcel Energy for construction of these improvements and for providing construction supervision. Construction of these improvements shall be completed no later than August 15, 2008.
- 2.5 The School District shall pay the City \$165,718 for the street lighting costs described in subparagraphs 2.1, 2.2, and 2.3. If the cost of said street lighting is less than or greater than the estimated amounts, the School District shall pay or receive its share of any resulting overage or underage within 10 days of receipt by the City of a final invoice from Excel.

## **SECTION 3. Net Payment for Street and Lighting Improvements**

The School District shall receive a credit in the amount of \$338,221 for the Delaware Street improvements constructed pursuant to the parties' June 2007 intergovernmental agreement regarding Mountain Range High School against the District's required payment for the street and lighting improvements described in Section 1 and Section 2 of this Agreement. The parties estimate the net amount of the District's required payment pursuant to this Agreement at \$36,957, with such amount to be increased or decreased as provided by this Agreement in the event the street improvements in Section 1 are less than \$418,200 or the lighting improvements described in Section 2 are less than or exceed the estimated costs provided by Xcel Energy. The

District shall submit the payment to the City by the deadline in Section 1.2.

#### **SECTION 4. Liability and Insurance**

##### **4.1 Liability**

During the term of this Agreement, each Party hereto shall take all steps necessary to extend coverages under its general liability and other insurance coverages to the real property and improvements subject to this Agreement and owned by that Party, and to that Party's activities on its property or pursuant to this Agreement.

##### **4.2 Insurance**

The Parties hereto understand and agree that the City, the School District, their officers and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, as from time-to-time amended, or otherwise available to either Party, their officers or their employees.

#### **SECTION 5. Notice**

Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if personally delivered or served by facsimile. Notice shall also be sufficient if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when received by the other Party.

City of Westminster  
Attention: City Manager  
4800 West 92nd Avenue  
Westminster, CO 80031  
Fax No. 303-430-1809

Adams 12 Five Star Schools  
Attention: Robert K. Webber  
Assistant Superintendent of Business Services  
Educational Support Center  
1500 East 128<sup>th</sup> Avenue  
Thornton, CO 80241  
Fax No. 720-972-4398

#### **SECTION 6. Other Agreement Provisions**

##### **6.1 Integration and Amendment**

This Agreement represents the entire Agreement between the Parties and there are no oral or collateral agreements or understandings concerning the subject matter contained herein. Only an instrument in writing signed by the Parties may amend this Agreement. In the event this

Agreement conflicts with or is inconsistent in any way with other agreements between the Parties concerning joint use of facilities, the terms of this Agreement shall be controlling.

**6.2 Venue**

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought only in the County of Adams, State of Colorado.

**6.3 Severability**

If any article, section, paragraph, sentence, clause or phrase of this Agreement is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity, enforceability or constitutionality of the remaining provisions of this Agreement.

**6.4 Waiver of Breach**

A waiver by any party of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

**6.5 Non-discrimination**

Neither of the Parties hereto shall discriminate on the basis of age, sex, race, religion, ancestry, national origin, physical or mental disability in any policy or practice.

**6.6 Compliance with Law**

The work and services to be performed hereunder shall be done in compliance with all applicable federal, state and local laws, ordinances, rules and regulations.

**6.7 Recording**

The School District and the City may record this Agreement, and both Parties shall receive a copy of the recorded Agreement in such event.

**6.8 No Third Party Beneficiaries**

This Agreement is intended to describe the rights and responsibilities only as to the Parties hereto. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a Party hereto.

**6.9 Assignment**

This Agreement shall not be assigned by either party without the prior written consent of the other party.

#### **6.10 Interpretation**

The Parties represent that this Agreement is the result of negotiations between the parties. In the event of any legal action to interpret any provision of this Agreement, the Agreement shall not be construed in favor of or against the interests of either Party as a result of its participation in drafting the document, and both Parties shall be deemed to have contributed equally to the language contained herein.

#### **6.11 Attorney/Expert Fees**

In the event legal action is necessary to enforce any provisions of this Agreement, or to recover damages for the breach hereof, the prevailing party shall recover from the defaulting party all of its costs and reasonable attorney and expert fees.

#### **6.12 Default**

Time is of the essence. If any payment or any other condition, obligation, or duty is not timely made, tendered, or performed by either party, then this Agreement, at the option of the party who is not in default, may be terminated by the non-defaulting party, in which case, the non-defaulting party may recover such damages as may be proper. If the non-defaulting party elects to treat this Agreement as being in full force and effect, the non-defaulting party shall have the right to an action for specific performance or damages or both.

#### **6.13 TABOR**

The City and the School District intend that this Agreement comply with Colorado law and, in particular, with the provisions of Article X, Section 20, of the Constitution of the State of Colorado. To the extent funds have not been irrevocably pledged for any obligation in this Agreement, such obligation shall be contingent on and subject to prior appropriation of funds by the governing body of the obligated party. The Parties agree to use their best efforts and shall exercise their utmost good faith to appropriate funds necessary to meet their respective obligations under this Agreement.

#### **6.14 Execution**

This Agreement shall not be binding upon any Party hereto unless and until the governing entities of each Party have formally approved this Agreement as required by law and caused the Agreement to be signed in a manner and by authorized persons consistent with applicable statute, policy, ordinance or resolution.

#### **6.15 Additional Documents or Action**

The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

**6.16 Execution in Counterparts**

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

**IN WITNESS WHEREOF**, the City and the School District have caused this Agreement to be executed by their duly authorized officers and their corporate seals to be hereunto affixed this \_\_\_\_\_ day of May, 2008.

**ADAMS 12 FIVE STAR SCHOOLS**

By: \_\_\_\_\_  
Dr. Michael Paskewicz  
Superintendent

APPROVED AS TO FORM:

\_\_\_\_\_  
Christopher E. Gdowski  
General Counsel for Adams 12 Five Star Schools

**CITY OF WESTMINSTER, COLORADO**

ATTEST:

\_\_\_\_\_  
Linda Yeager, City Clerk

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

APPROVED AS TO FORM:

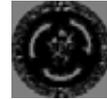
\_\_\_\_\_  
Martin McCullough, City Attorney



**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
May 19, 2008



**SUBJECT:** West 124<sup>th</sup> Avenue/Huron Street Intersection Improvements - Construction and Construction Related Contracts

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

**Recommended City Council Action**

Authorize the City Manager to execute a contract with Goodland Construction, Inc. in an amount not to exceed \$266,174 for the construction of the 124<sup>th</sup> Avenue/Huron Street Intersection Improvements Project; authorize the City Manager to execute a contract with W.L. Contractors, Inc. in the amount of \$29,221 for the installation of traffic signal equipment; authorize the expenditure of \$32,900 to be paid as direct purchases of traffic signal equipment for this location; authorize the expenditure of \$10,000 for geotechnical services; and authorize a project contingency in the amount of \$29,540.

**Summary Statement**

- In accordance with the terms of an Intergovernmental Agreement (IGA) with Adams 12 Five Star Schools, the City installed improvements to Huron Street and 128<sup>th</sup> Avenue abutting the new Mountain Range High School in 2006 while the School District installed the interior streets within the campus, including 124<sup>th</sup> Avenue.
- Subsequent to the completion of the high school, the Silver Hills Middle School was constructed immediately to the south of the high school. Confusion between the two parties over the intent of the original IGA resulted in incomplete roadway and traffic signal improvements at the intersection of 124<sup>th</sup> Avenue and Huron Street. These improvements are needed to accommodate traffic to the middle school and the new athletic stadium that is located immediately to the east of the school.
- City Council previously this evening approved a second IGA that calls for the City and Adams 12 Five Star Schools to share the costs of the design and construction of 124<sup>th</sup> Avenue and Huron Street intersection improvements, including traffic signal upgrades. A preliminary budget of \$418,000 has been established for this work with each participant contributing \$209,000.
- The construction of this project is being performed under two separate contracts, one for the roadway construction and one for signal installations. This separate construction approach is beneficial in that savings in traffic signal equipment are realized when the City purchases traffic signal components directly and contracts with a specialty contractor for the installation of traffic signal systems.
- Staff has conducted two separate construction bid processes, and it is recommended that a contract for the roadway construction of the 124<sup>th</sup> Avenue/Huron Street Project be awarded to Goodland Construction, Inc., and a second construction contract for the installation of the traffic signal systems be awarded to W.L. Contractors, Inc.

**Expenditure Required:** \$367,835

**Source of Funds:** 124<sup>th</sup> & Huron Intersection Project of the General Capital Improvement Fund (GCIF) and a transfer from 144<sup>th</sup> Interchange Project of the GCIF

**Policy Issue**

Should the City enter into contracts with Goodland Construction, Inc. and W. L. Contractors to construct the intersection improvements to Huron Street and 124<sup>th</sup> Avenue and to install signal equipment respectively; and provide funds for the purchase of traffic related equipment directly by the City of Westminster for the project?

**Alternative**

Council may conclude that the 124<sup>th</sup> Avenue/Huron Street Project should not be constructed at this time. Staff does not recommend this alternative since all of the proposed contracts are related to improvements specified in the proposed IGA with Adams 12 Five Star Schools. Additionally, the proposed improvements will allow the 124<sup>th</sup> Avenue/Huron Street intersection to be functional for access to the Silver Hills Middle School as well as the athletic areas of the campus.

**Background Information**

The 124<sup>th</sup> Avenue/Huron Street intersection is currently a three-legged, signalized intersection without signal control in the east-to-west direction. Therefore, despite the fact that the School District installed 124<sup>th</sup> Avenue to within a few feet of Huron Street in 2007, the City has had to barricade access to 124<sup>th</sup> Avenue to the east until these intersection modifications can take place.

During the month of April 2008, Staff advertised the proposed work in the Daily Journal and the Westminster Window and received bids from ten construction contractors for the 124<sup>th</sup> Avenue/Huron Street Project roadway construction and five contractors for the installation of traffic signal equipment at this location. All of these bids were opened and read publicly on April 24, 2008. The results of the bid openings are as follows:

<u>Roadway Contractor</u>	<u>Submitted Bid</u>
Goodland Construction, Inc.	\$266,173.70
Asphalt Specialties Company, Inc.	\$287,418.25
Quality Paving Co.	\$298,000.00
New Design Construction Company, Inc.	\$306,911.57
Premier Paving, Inc.	\$317,577.00
DeFalco Construction Co.	\$318,121.72
Concrete Express, Inc.	\$319,535.15
Duran Excavating, Inc.	\$338,811.35
Technology Constructors, Inc.	\$382,648.00
KECI Colorado, Inc.	\$398,829.00

<u>Traffic Signal Contractor</u>	<u>Submitted Bid</u>
W.L. Contractors, Inc.	\$29,221
Integrated Electric, Inc.	\$32,617
Sturgeon Electric, Inc.	\$41,860
DKS Enterprises, Inc.	\$47,345
Tetra Tech Construction Services, Inc.	\$54,551

Staff recommends that Goodland Construction, Inc. (Roadway Construction), and W.L. Contractors, Inc. (Traffic Signal Construction) be selected to perform these items of work not only because of their lower fee proposals but also because they are highly regarded in the industry and have performed numerous projects for the City of Westminster.

Respectfully submitted,

J. Brent McFall  
City Manager

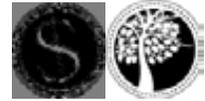


## Agenda Item 10 A

**WESTMINSTER**  
**COLORADO**

### Agenda Memorandum

City Council Meeting  
May 19, 2008



**SUBJECT:** Resolution No. 32 re Purchase of the 3.744 acre Thompson Property at the Southwest Corner of West 105<sup>th</sup> Avenue and Grove Street for Open Space

**Prepared By:** Heather Cronenberg, Open Space Coordinator

#### Recommended City Council Action

Adopt Resolution No. 32 authorizing the purchase of the 3.744 acre parcel located at the southwest corner of West 105<sup>th</sup> Avenue and Grove Street for \$620,000; and authorizing the City Manager to execute all documents required to close on the purchase of the property.

#### Summary Statement

- The Thompson property is a Priority 1 open space acquisition for the City's Open Space Advisory Board.
- Acquisition would allow the City to expand the current Mountain View Open Space located at the northwest corner of 104<sup>th</sup> Avenue and Grove Street and to protect the view corridor of the mountains to the west.
- Staff has negotiated the purchase of the 3.744 acre parcel for a total purchase price of \$620,000 (or \$3.80 per square foot).

**Expenditure Required:** \$620,000 plus closing costs not to exceed \$5,000

**Source of Funds:** Open Space Bond Funds

**Policy Issue**

Does City Council approve the use of the open space bond funds for the purchase of the 3.744 acre parcel located at the southwest corner of West 105<sup>th</sup> Avenue and Grove Street?

**Alternative**

City Council could choose not to authorize the acquisition or the expenditure at this time. Staff does not recommend this option because development of this property could block the critical views of the mountains from 104<sup>th</sup> Avenue and from the Mountain View Open Space. Should the City not acquire this parcel now, there is a threat of residential development, eliminating the possibility of preserving the view corridor.

**Background Information**

The acquisition of the Thompson property will protect a critical view corridor to the mountains from 104<sup>th</sup> Avenue. This is a signature view of the mountains in Westminster. The City's Open Space Advisory Board supports this acquisition and considers this property a number one priority to acquire for open space. Acquisition will expand the current Mountain View Open Space and prevent development from occurring directly next to the open space.

The Thompson family members have owned this parcel along with the surrounding parcels for many years. They have recently been working with an agent to market this property for sale. The property is zoned R-3.5 in the City's Comprehensive Land Use Plan with 3.5 residential units per acre allowed on the property. Residential development of the parcel is a threat and the Thompson family will continue to seek a buyer if the City does not purchase the land. The City is not seeking funds from Adams County to assist with this purchase because the Thompson family would not agree to wait to sell the property until the second round of grants is awarded at the end of 2008. The City also plans to submit two other grants to Adams County in the second round later this year and feels that these two projects have a higher priority for submission.

Shelton Associates, Inc. appraised the property in April, 2008 at \$620,000. Staff made the Thompsons an offer of \$620,000 based on the appraisal. Staff received a signed letter of intent from the Thompsons based on this offer.

Staff and the Open Space Advisory Board believe that this is an important purchase to protect a signature view corridor from 104<sup>th</sup> Avenue and to provide a buffer to the current Mountain View Open Space.

The funds for this purchase are available from the POST Bond issue approved by the voters in 2006. To date the City has expended \$2,731,122 of the \$12 million in bond funds available for Open Space purchases.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachments

- Resolution
- Vicinity Map

RESOLUTION

RESOLUTION NO. **32**

INTRODUCED BY COUNCILLORS

SERIES OF 2008

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**A RESOLUTION  
AUTHORIZING THE PURCHASE OF THE 3.744 ACRE THOMPSON PROPERTY AT THE  
SOUTHWEST CORNER OF WEST 105<sup>TH</sup> AVENUE AND GROVE STREET**

WHEREAS, the City of Westminster has negotiated with the Thompson family to purchase the 3.744 acre parcel at the southwest corner of West 105<sup>th</sup> Avenue and Grove Street (the "Property") for \$620,000.

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

1. The City Council hereby authorizes the purchase of the Property for \$620,000.
2. The City Manager is hereby authorized to acquire such property interests consistent with applicable law, including the execution of all documents necessary to complete these purchases.
3. The City Manager shall be further authorized to incur reasonable costs associated with acquiring the properties in question, including, without limitations, contractual services, the cost of title examination, title insurance, appraisal fee payments mandated by statute, normal closing costs, filings fees and charges and all other related or incidental costs or expenses customarily associated with the acquisition of property.
- 4: This Resolution to be in full force and effect from and after its passage and approval.

PASSED AND ADOPTED this 19<sup>th</sup> day of May, 2008.

ATTEST:

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Mayor Nancy McNally

APPROVED AS TO LEGAL FORM

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Linda Yeager, City Clerk

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City Attorney's Office

# Thompson Property Open Space Acquisition



Thompson Property  
Open Space  
Streets

0 100 200 400  
feet





**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
May 19, 2008



**SUBJECT:** Resolution No. 33 re Inclusion in the Jefferson County Library District Formation

**Prepared By:** Marty McCullough, City Attorney  
Bill Walenczak, Director of Parks, Recreation and Libraries

**Recommended City Council Action**

1. Adopt Resolution No. 33 repealing Resolution No. 17, Series of 2007, to be effective upon the establishment of the Jefferson County Library District and the execution by the District of the attached Intergovernmental Agreement (IGA), and further direct the City Clerk to file with the City Council and in her official City records a notice of the date on which Resolution No. 33 took effect based on the advice and counsel of the City Attorney.
2. Authorize the City Manager to execute an IGA with the Jefferson County Library District in substantially the same form as Exhibit A.

**Summary Statement**

- On May 14, 2007, City Council adopted Resolution No. 17 declaring Council's decision to not participate in the proposed Jefferson County Library District formation.
- City Council at that time did, however, instruct City Staff to open up negotiations with the County Librarian in hopes of reaching an agreement to be included in the District if some type of revenue sharing could be agreed upon.
- Staff has since reached an agreement with the County whereby the City would receive an annual payment from the Library District of \$500,000 for the first 10 years of the District's existence.
- After the first ten years, the revenue-sharing amount would be adjusted upward or downward based on the valuation of the assessment of the joint service area.
- Westminster's payment from the County can only be used by the City for library services.
- Due to Tabor restrictions, the \$500,000 payment would be subject to an annual appropriation by the County's Library Board of Trustees.
- This action will be subject to formation of the district by the Jefferson County Commissioners and execution of the IGA by the Jefferson County Library District.

**Expenditure Required:** \$500,000 (Revenue to the City)

**Source of Funds:** Jefferson County Library Property Tax

**Policy Issue**

Does City Council wish to have the City’s Jefferson County residents participate in the Jefferson County Library District?

**Alternatives**

1. City Council could decide to remain excluded from the new Library District. However, Jefferson County Commissioners and the Jefferson County Library Board of Trustees have indicated that formation of the new district is contingent upon Westminster’s participation. If the new district is not established, the Library will remain under the county government, continuing a property tax on Westminster residents who reside in Jefferson County. The City would not receive any revenue sharing from the County.
2. City Council could reject Staff’s proposed approval of the IGA and instruct Staff to continue negotiations for a higher revenue-sharing amount. Staff would not recommend this alternative because the amount recommended has been calculated to determine how much the City spends on library services for its Jefferson County residents and other county users.

**Background Information**

Westminster residents who live in Jefferson County currently pay a 3.4 mill property tax to the County for library services. This equates to approximately \$1.8 million in annual property tax revenue to the County library system. Currently, there are no county libraries located in Westminster. The closest County library to Westminster is the Standley Lake Library, located in Arvada.

The City currently operates its own library system and has two libraries, one at Front Range Community College (College Hill), and the Irving Street Library located at 74<sup>th</sup> Avenue and Irving Street. Library Staff has identified that the City’s libraries actively serve over 23,000 Jefferson County residents. Staff has calculated that the cost to the City to serve these residents is approximately \$500,000 per year, and that is the figure that both parties agree would be a fair revenue-sharing amount.

One concern to Staff regarding this IGA is that Tabor prohibits governmental bodies from entering into multiple-year fiscal obligations. Therefore, technically, at some point in the future the Jefferson County Library Board of Trustees could refuse to appropriate the annual revenue-sharing money. The City Attorney’s Office has carefully worded the IGA to make it clear to future Library Boards that the intent in entering into this IGA is such that both parties recognize the good faith commitment to uphold its terms. The Agreement further requires that the Annual Revenue Sharing Payment (ARSP) shall be included in the District’s annual audit as an ongoing obligation.

The IGA has also identified a Colorado Supreme Court opinion that supports honoring the ongoing enforcement of this fiscal obligation. Although not 100 percent guaranteed, Staff is comfortable that the Agreement will be honored by both parties as long as the District is in existence.

This agreement has not yet been approved by Jefferson County. Staff will continue to work closely with Jefferson County Library and the County to work toward approval.

The formation of the Jefferson County Library District and execution of the attached IGA support City Council’s Strategic Plan goal of “Financially Sustainable City Government.”

Respectfully submitted,

J. Brent McFall  
City Manager  
Attachment

RESOLUTION

RESOLUTION NO. **33**

INTRODUCED BY COUNCILLORS

SERIES OF 2008

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**A RESOLUTION  
CONDITIONALLY REPEALING RESOLUTION NO. 17, SERIES OF 2007, CONCERNING  
CITY COUNCIL'S DECISION TO NOT PARTICIPATE IN THE JEFFERSON COUNTY  
LIBRARY DISTRICT**

WHEREAS, the City was previously notified by Jefferson County and the Director of the Jefferson County Library District of the County's intent to form a library district pursuant to C.R.S. §§ 24-90-103(6) and 24-90-107; and

WHEREAS, Westminster property owners in Jefferson County currently pay to the County a special property tax for Jefferson County Library services; and

WHEREAS, City Council previously adopted Resolution No. 17, Series of 2007, which resolved that, pursuant to C.R.S. § 24-90-106, it was the decision of the City Council of the City of Westminster to not participate in the proposed Jefferson County Library District; and

WHEREAS, the City Council has long been a strong proponent of intergovernmental agreements to promote the effective use of limited resources for the benefit of City citizens, as well as the constituents of cooperating entities; and

WHEREAS, a proposed intergovernmental agreement concerning the proposed establishment of the Jefferson County Library District and the sharing of revenues with the City for the funding of library services with the City of Westminster is attached to this Resolution as Exhibit "A" (the "IGA"); and

WHEREAS, City Council finds that the proposed IGA addresses City Council's previous concerns with the proposed establishment of the Jefferson County Library District.

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

1. Resolution No. 17, Series of 2007, shall be deemed repealed upon the satisfaction of the following two conditions:

a. The adoption of the resolution required by C.R.S. § 24-90-107 by the Jefferson County Board of County Commissioners establishing the Jefferson County Library District; and

b. Execution by the Jefferson County Library District of the IGA in substantially the same form attached hereto as Exhibit A."

2. Upon the satisfaction of the aforementioned conditions, the City Clerk is directed to file with the City Council, and in her official City records, a notice of the date on which this Resolution took effect, based on the advice and counsel of the City Attorney.

3. The City Manager is hereby authorized to execute the proposed IGA with the Jefferson County Library District in substantially the same form as attached to this Resolution as Exhibit "A."

PASSED AND ADOPTED this 19<sup>th</sup> day of May, 2008.

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Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

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City Clerk

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City Attorney

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
CITY OF WESTMINSTER, COLORADO  
AND  
JEFFERSON COUNTY PUBLIC LIBRARY DISTRICT**

This Intergovernmental Agreement is between the **City of Westminster, Colorado**, a Home-Rule Municipality (“**Westminster**”) and the **Jefferson County Public Library District**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**Library District**”) made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008 (the “Effective Date”).

**RECITALS**

A. The District was formed by action of the Jefferson County Board of County Commissioners on \_\_\_\_\_, 2008, by Resolution No. \_\_\_\_\_ pursuant to §24-90-107, C.R.S. (the “**Formation Resolution**”).

B. The District provides public library services to its constituents including all of Jefferson County, Colorado supported by *ad valorem* property taxes and other sources of revenue.

C. Westminster provides public library services to the citizens of Westminster and others, which are also supported by *ad valorem* property taxes and other sources of revenue.

D. A portion of Westminster is in Jefferson County and some citizens of Westminster are also property owners in the District. A map showing the area of overlapping services is attached to this Agreement as Exhibit A (the “**Joint Service Area**”).

E. The citizens of Westminster utilize many facilities and library services historically offered in the District and citizens of Jefferson County and the District utilize library services provided by Westminster without discrimination, differentiation or additional charge.

F. Local government entities are authorized and encouraged under the State Constitution and § 29-1-201, C.R.S. to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with one another in the manner proscribed in § 29-1-203, C.R.S.

G. Because Westminster shares at least one common boundary with the District, § 24-90-106.3, C.R.S., provides that Westminster may become part of the District upon the execution of a resolution by the Board of Trustees of the District and the adoption of a resolution by the Westminster City Council approving the inclusion of Westminster into the District (the “**Inclusion**”).

H. The District’s mill levy was previously approved by the electors residing within the portion of Westminster included in the District.

I. It is in the best interest of all of the citizens that Westminster and the District cooperate and coordinate library services and funding to make more efficient and effective use of their powers and responsibilities and to ensure the broadest and most comprehensive delivery of library services to those within and without their boundaries.

J. A copy of the District’s Resolution approving the Inclusion is attached to this Agreement as **Exhibit “B,”** and a copy of Westminster’s Resolution approving the Inclusion is attached to this Agreement as **Exhibit “C.”**

## AGREEMENT

Westminster and the District have entered into this Agreement to set forth fully their rights, obligations, and responsibilities, financial and otherwise, with regard to the Inclusion pursuant to § 29-1-203(2) and § 24-90-107(3)(h), C.R.S.

### **I. Term of Agreement.**

This Agreement shall commence on the Effective Date. The Agreement shall terminate on the earlier of: (1) December 31 of the year in which Westminster gives notice of termination pursuant to Section III or (2) December 31 of the year following any year in which the District dissolves.

### **II. Annual Revenue Sharing.**

In consideration of the Inclusion, the District will pay the sum of \$500,000.00 to Westminster on an annual basis commencing the first year that the District receives revenues from its own mill levy (the “**Annual Revenue Sharing Payment**”).

a. Each Annual Revenue Sharing Payment (“**ARSP**”) shall be made in one installment no later than August 1 of each year.

b. Each ARSP is subject to annual appropriation, provided, however, the District covenants with Westminster to use its best efforts and act in utmost good faith in budgeting and appropriating funds necessary to satisfy the District’s ARSP obligations under this Agreement. By execution of this Agreement, the District Board of Trustees directs its budget officer to include the ARSP in every annual budget proposal or draft prepared for submission to the Board of Trustees. The ARSP shall also be included in each District audit as an ongoing obligation. In the event the prohibition of multiple fiscal year obligations without an election currently contained in Colorado Constitution Art. X, Sec. 20, or in any other Colorado law, is repealed, the District’s obligations under this Agreement shall not be subject thereafter to annual appropriation.

c. The ARSP will be utilized by Westminster only for library services.

d. Commencing with the tenth (10<sup>th</sup>) mill levy certification, the Valuation for Assessment (see, §39-5-128, C.R.S. for definition) of the Joint Service Area shall be re-examined. If the Valuation for Assessment of the Joint Service Area in that year is 5% or more below or above the 2008 Valuation for Assessment of \$\_\_\_\_\_, the ARSP for the next succeeding year shall be reduced or increased by an equal percentage and shall remain at that level until the next adjustment period. Adjustments shall continue to be made every tenth year thereafter (the “**Adjustment Period**”).

e. To the extent Article X, Section 20 of the Colorado Constitution or any other tax or revenue limitation precludes the District from receiving the full benefit of an increase in Valuation for Assessment in any given year; the ARSP percentage increase for that year shall be limited to the revenue percentage increase actually realized.

f. In the event the District seeks and obtains a mill levy increase from the voters of the District for operations, the ARSP shall be increased by a percentage equal to the percentage increase in revenues derived from the Joint Service Area above the prior year’s revenue. The adjustment shall be made in the first year that increased revenues are actually received. This adjustment shall be made after any increase or decrease to the ARSP required by subparagraphs d. or e., above. The increase in the ARSP shall not apply to any mill levy increase approved by the voters and designated solely as a debt service mill levy for new facilities construction.

g. Property annexed to Westminster after the Effective Date that is also in the District shall thereafter be included in the Joint Service Area. The Valuation for Assessment of such property shall be determined at the date of annexation. Any increase in Valuation for Assessment from the date of annexation to the end of the Adjustment Period shall be included in calculations of the percentage increase or decrease that will prevail during the subsequent Adjustment Period.

h. On and after the Effective Date of the Inclusion, the District agrees it shall not impose or seek to impose any new tax other than an *ad valorem* property tax without an amendment to this Agreement addressing the parties’ respective rights, obligations, and responsibilities in regard to such tax.

**III. Termination and Remedies.**

a. It is the intention of the District to appropriate the ARSP each year. In the event the District Board of Trustees considers at any time the possibility of not appropriating funds for the ARSP, Westminster shall be given notice and provided an opportunity for comment at a regularly scheduled public meeting of the Board of Trustees before any decision is finalized.

b. The District shall provide notice to Westminster of the date, place and time of its annual budget hearings and provide Westminster an opportunity for comment at the hearing.

c. The ASRP's established by this Agreement shall not be deemed or construed as constituting a multiple fiscal year debt or financial obligation and are subject to annual appropriation in good faith by the District as set forth in Paragraph II, above. The parties intend that this Agreement shall be construed and enforced consistent with the Colorado Supreme Court's opinion in *City of Golden v. Parker*, 138 P.2d 285 (Colo. 2006). Upon failure to include the ARSP in an annual budget submitted for approval or approved by the District Board of Trustees, Westminster may, in its sole discretion, terminate this Intergovernmental Agreement and/or immediately seek to enforce this agreement through all remedies available at law and equity.

d. In the event Westminster brings an action to enforce the District's ASRP obligations under this Agreement and prevails in such action, in addition to any other relief it is awarded, Westminster shall be entitled to recover its costs and attorney fees. The parties agree to attempt to settle any disputes that may arise between them under this Agreement through good faith mediation conducted by a mutually agreed upon mediator before commencing any litigation against the other.

**IV. Cooperation in the Provision of Library Services.**

The parties will continue to cooperate in the provision of library services to all of the citizens of Westminster and of the District. No distinction, differentiation or discrimination will be made in the type, costs or quality of services provided based upon residency in Westminster or Jefferson County. The parties intend to create a long term relationship to pool resources and coordinate services for the benefit of their respective constituents and to that end, will consult with one another annually at the time of budget preparations to determine whether any benefits may be derived from additional joint projects or procedures.

**V. No Third-Party Beneficiaries.**

The parties expressly disclaim any intention to create any rights in or bestow any benefits upon third parties to this Agreement. Nothing in this Agreement shall be deemed or construed as creating any right or cause of action in anyone not a party to this Agreement.

The Parties have executed this Intergovernmental Agreement on the dates provided.

**Approved and executed:**

**Approved and executed:**

\_\_\_\_\_

\_\_\_\_\_

**Jefferson County Public Library District**

**City of Westminster, Colorado**

\_\_\_\_\_  
By:  
Its President

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

Attest:

Attest:

\_\_\_\_\_  
Secretary

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