



WESTMINSTER
COLORADO

JUNE 12, 2000
7:00 P.M.
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 (item 5) and Citizen Presentations (item 12) are reserved for comments on items not contained on the printed agenda.

1. Pledge of Allegiance
2. Roll Call
3. Consideration of Minutes of Preceding Meetings
4. Presentations
 - A. Presentation of Employee Service Awards for 10, 15, 20 and 25 years of service
5. Citizen Communication
6. Report of City Officials
 - A. City Manager's Report
7. City Council Comments

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 citizen wishes to have an item discussed. Citizens then may request that the subject item be removed from the Consent Agenda for discussion separately.

8. Consent Agenda
 - A. Sheridan Greens Subdivision/Promenade Fencing Project
 - B. Amendment to Heritage Restaurant Lease Agreement
 - C. Bids for Fiber Optic Networking Equipment to Timebridge Technologies for \$212,126
 - D. US 36 and Tennyson Street Sewerline Construction Award to BT Construction for \$741,376
 - E. Little Dry Creek Basin Infiltration and Inflow Study
 - F. Councillor's Bill No. 45 re Contingency Transfer for 96th Avenue Extension Project (Hicks-Moss)
 - G. Councillor's Bill No. 46 re Parks & Recreation Advisory Board Powers and Duties (Moss-Atchison)
9. Appointments and Resignations
 - None
10. Public Hearings and Other New Business
 - A. TABLED Resolution No. 33 re Career Enrichment Park Site Improvement and Utilization Plan
 - B. Public Meeting on 2001 City Budget
 - C. Resolution No. 41 re East Bay Annexation, located near the SWC of 68th Avenue & Lowell Boulevard
 - D. Resolution No. 42 re 99th Avenue and Wadsworth Boulevard Annexation by Freedom Inc and Jefferson Academy School Board
 - E. Cost Share Agreement with Countrydale Metropolitan District re Heritage Golf Course Green Fees
 - F. Councillor's Bill No. 47 re Vacation of Storm Sewer Easement in College Hills Subdivision
 - G. Resolution No. 43 re I-25 Corridor Study Contract Funding
 - H. Contract with DTJ for Planning Services for I-25 Corridor Study Area
 - I. 1999 Comprehensive Annual Financial Report Formal Acceptance
 - J. Councillor's Bill No. 48 re Appropriating \$100,000 Brownfields Grant from EPA
 - K. Councillor's Bill No. 49 re Dual Axle Trucks Removing Prohibition
 - L. Carroll Butts Park Contract Maintenance Agreement with Grass Roots 2000 for \$36,345
 - M. Carroll Butts Park Maintenance Intergovernmental Agreement with Hyland Hills
 - N. Resolution No. 44 re Adoption of Mile High Compact on Regional Growth Issues
 - O. Resolution No. 45 re Revisions to Council Rules and Procedures
11. Old Business and Passage of Ordinances on Second Reading

None

12. Citizen Presentations and Miscellaneous Business

- A. City Council
- B. Request for Executive Session
 - 1. Contract Negotiations

13. Adjournment

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE CITY COUNCIL MEETING
HELD ON MONDAY, JUNE 12, 2000 AT 7:00 P.M.

PLEDGE OF ALLEGIANCE:

Mayor Heil led Council, Staff and the audience in the Pledge of Allegiance.

ROLL CALL:

Present at roll call were Mayor Heil, Mayor Pro Tem Dixion and Councillors Hicks, Merkel, Moss and Smith. Also present were William Christopher, City Manager; Martin McCullough, City Attorney; and Michele Kelley, City Clerk. Councillor Atchison was absent.

CONSIDERATION OF MINUTES:

A motion was made by Merkel and seconded by Hicks to accept the minutes of the meeting of May 22, 2000 with no additions or corrections. Councillor Smith requested to abstain as she was not present at the meeting. The motion carried with 5 aye votes and Councillor Smith abstaining.

PRESENTATIONS:

Mayor Heil and Councillors Hicks, Merkel and Smith recognized the following employees with service pins and certificates of appreciation: 10 years – Robert Belich, Malgorzata Broussalian; Jean Buck, Larry Garlick, Mike Jones, Susan Jones, Scott Opie, Mark Pageler, John Plaskett, John Roberts, and Bill Walenczak. 15 years - Mike Allen, Shawn Gonzales, Teri Hamilton, Rosemary Hudnall, Dean Huffman, and Tim Torres. 20 years Mary Joy Barajas, Jeff Brotzman, Steve Bourcy, Marty Chase, Carol Gifford and Pete Kosak. The following people received a \$2500 check along with their certificate and service pin: 25 years Lee Birk, Ted Hulstrom, Larry Pruegner and Carolyn Schierkolk.

Longmont Mayor Leona Stacker, Board member of the Denver Regional Council of Governments Board of Directors, presented the DRCOG Cooperative Service Delivery Award and two Productivity Improvements awards to the City of Westminster which were accepted by Director of Parks, Recreation and Libraries Bill Walenczak, Planning Manager Dave Shinneman and Police Chief Dan Montgomery.

CITIZEN COMMUNICATION:

Joe Armstrong, 4765 West 101st Place, President of the Mile High Figure Skating Association, addressed Council on the upcoming regional and national competitions to be held at the Sun Microsystem Ice Centre during 2000, 2001 and 2002.

CONSENT AGENDA:

The following items were considered as part of the Consent Agenda: Sheridan Green Subdivision/Promenade Fencing Project – Authorize City Manager to sign a contract with Fence Consulting Services for \$83,610 for construction of the proposed fencing project and add a 10% contingency of \$8,361 and charge expense to the Promenade project account in the General Capital Improvement Fund; Amendment to Heritage Restaurant Lease - Authorize City Manger to sign an amendment to the lease with Legacy Grill, L.L.C. to forgive the lease payments for the first ten (10) months of operation for a total cost of \$17,500 for the Heritage Golf Course Restaurant from opening day, September 9, 1999, through June 30, 2000 and establish a rate of \$2,500 per month from July 1, 2000 through December 31, 2001; Bids for Fiber Optic Networking Equipment - Award bid for networking equipment to the low bidder under State Bid, Timebridge Technologies, in the amount of \$212,126 and charge the expense to the appropriate Capital Projects budget for this expense, and further, authorize \$20,000 from the same budget for the purchase of miscellaneous equipment to support the network; US 36 and Tennyson Sewerline Construction Award – Authorize City Manager to execute a contract with BT Construction Inc. in the amount of \$741,376 for the construction of the US 36 and Tennyson sewerlines and

charge this expense to the Utilities Fund Capital Projects budget; Little Dry Creek Basin Infiltration and Inflow Study Contract - Authorize City Manager to sign a contract with Wade & Associates, Inc for services associated with the I&I Study, in the amount of \$163,200 for Little Dry Creek (LDC) Basin sewer system evaluation and Infiltration and Inflow Study; authorize a budget of \$163,200; and authorize a contingency budget in the amount of \$31,800 and charge the appropriate account in the 2000 Utilities Division Wastewater Operating budget; Councillor's Bill No. 45 re Contingency Transfer for 96th Avenue Extension Project; and Councillor's Bill No. 46 re Parks and Recreation Advisory Board Powers and Duties.

The Mayor asked if there was any member of Council or anyone from the audience who would like to have any of the consent agenda items removed for discussion purposes or separate vote. Councillor Dixon asked that item 8A, Sheridan Green Subdivision/Promenade Fencing Project be removed from the Consent Agenda, and Councillor Hicks asked that item 8B, Amendment to the Heritage Restaurant Lease be removed from the Consent Agenda.

A motion was made by Merkel and seconded by Hicks to adopt the remaining Consent Agenda items as presented. The motion carried unanimously.

SHERIDAN GREEN SUBDIVISION/WESTMINSTER PROMENADE FENCING PROJECT:

A motion was made by Dixon and seconded by Hicks to authorize the City Manager to sign a contract with Fence Consulting Services for \$83,610 for construction of the proposed fencing project and add a 10% contingency of \$8,361 and charge the expense to the Promenade project account in the General Capital Improvement Fund. Councillor Dixon requested Staff to pursue using synthetic fencing as an alternate to wood fencing for future projects. The motion carried unanimously.

AMENDMENT TO THE HERITAGE RESTAURANT LEASE AGREEMENT:

A motion was made by Hicks and seconded by Moss to Table the amendment to the lease with Legacy Grill, L.L.C. to forgive the lease payments for the first ten (10) months of operation for a total cost of \$17,500 for the Heritage Golf Course Restaurant from opening day, September 9, 1999, through June 30, 2000 and establish a rate of \$2,500 per month from July 1, 2000 through December 31, 2001. The motion failed with Hicks and Moss voting aye and Dixon, Heil, Merkel and Smith voting no.

A motion was made by Dixon and seconded by Merkel to authorize the City Manager to sign an amendment to the lease with Legacy Grill, L.L.C. to forgive the lease payments for the first ten (10) months of operation for a total cost of \$17,500 for the Heritage Golf Course Restaurant from opening day, September 9, 1999, through June 30, 2000 and establish a rate of \$2,500 per month from July 1, 2000 through December 31, 2001. The motion carried with Dixon, Heil, Merkel and Smith voting aye and Hicks and Moss voting no.

CITY COUNCIL COMMENTS:

Councillor Merkel thanked the Parks, Recreation and Libraries Department on the 25th Anniversary of the Swim and Fitness Center and the Heritage Festival, stated she had attended the Westcliff Home Owners Association picnic, and congratulated City Manager Bill Christopher on his selection as Man of the Year by the Elks Club. Councillor Moss and Councillor Hicks thanked the Mayor and her family for the sculpture they donated to the College Hill Library.

PUBLIC MEETING ON 2001 CITY BUDGET:

The meeting was opened to receive initial public input and comments on the 2001 City Budget. Janice Robinson, 11797 Gray Way requesting funds to develop the park adjacent to Ryan Elementary School and Ben Beatty, 4500 W. 110th Circle, requested the widening of 112th Avenue.

RESOLUTION NO. 41 – EAST BAY ANNEXATION PETITIONS:

A motion was made by Heil and seconded by Moss to adopt Resolution No. 41 accepting the annexation petitions submitted by East Bay and make the findings required by State Statute on the sufficiency of the petition and set the date of July 10, 2000 for the annexation hearing. Upon roll call vote, the motion carried unanimously.

RESOLUTION NO. 42 – 99TH AVENUE AND WADSWORTH BLVD. ANNEXATION PETITIONS:

A motion was made by Merkel and seconded by Hicks to adopt Resolution No. 42 accepting the annexation petitions submitted by Freedom, Inc. and the Jefferson Academy School Board and make the findings required by State Statute on the sufficiency of the petition and set the date of July 10, 2000 for the annexation hearing. Upon roll call vote, the motion carried unanimously.

COST SHARE AGREEMENT FOR RESIDENT FEE PRIVILEGES AT HERITAGE GOLF COURSE:

A motion was made by Moss and seconded by Merkel to Table the Cost Share Agreement between the City of Westminster and the Countrydale Metropolitan District until the June 26 City Council meeting. The motion carried unanimously.

COUNCILLOR’S BILL NO. 47 – STORM SEWER EASEMENT VACATION IN COLLEGE HILLS:

A motion was made by Smith and seconded by Dixon to pass Councillor’s Bill No. 47 on first reading vacating the unnecessary storm sewer easement within and adjacent to the College Hills Filing No. 8 Subdivision. Upon roll call vote, the motion carried unanimously.

RESOLUTION NO. 43 – I-25 CORRIDOR STUDY CONTRACT FUNDING:

A motion was made by Merkel and seconded by Dixon to adopt Resolution No. 43 authorizing the transfer of \$50,000 from the General Fund Contingency account into the Community Development Operations account in the General Fund for preparation of a planning study of the I-25 corridor. Upon roll call vote, the motion carried unanimously.

CONTRACT WITH DTJ FOR PLANNING SERVICES FOR I-25 CORRIDOR STUDY AREA:

A motion was made by Merkel and seconded by Dixon to authorize the City Manager to sign a contract with DTJ in the amount of \$100,000 with the City’s share not to exceed \$50,000 for planning services for an area west of I-25, east of Huron Street, south of 150th Avenue and north of 124th Avenue. It was noted that page 7 of the agreement would be amended to delete the wording “plus expenses” in III, Consultant’s Fee. The motion carried unanimously.

1999 COMPREHENSIVE ANNUAL FINANCIAL REPORT:

A motion was made by Moss and seconded by Heil to accept the 1999 Comprehensive Annual Financial Report of the City of Westminster as audited by Bondi & Co. LLP with the following change to Page 3 of the introductory statement. Reference that City Council has not taken a formal position on the Northwest Parkway, and is awaiting a feasibility determination and a final report.. The motion carried unanimously.

COUNCILLOR’S BILL NO. 48 – EPA BROWNFIELDS GRANT APPROPRIATION:

A motion was made by Merkel and seconded by Hicks to pass Councillor’s Bill No. 48 on first reading appropriating \$100,000 from the Brownfields Site Assessment Pilot Grant to the Community Development Department 2000 Budget. Upon roll call vote, the motion carried unanimously.

COUNCILLOR’S BILL NO. 49 – TRASH TRUCK WEIGHT LIMITS:

A motion was made by Hicks and seconded by Merkel to pass Councillor’s Bill No. 49 on first reading repealing subsections (B), (C) and (D) of Section 10-1-13 of the Municipal Code that regulates the use of tandem solid waste vehicles on residential streets. Upon roll call vote, the motion carried with 5 aye votes and a dissenting vote by Dixon.

CARROLL BUTTS PARK CONTRACT MAINTENANCE AGREEMENT:

A motion was made by Hicks and seconded by Dixon to authorize the City Manager to sign a landscape maintenance contract with Grass Roots 2000 in the amount of \$36,345 and charge the expense to the appropriate 2000 Parks, Recreation and Libraries account. The motion carried unanimously.

CARROLL BUTTS PARK MAINTENANCE INTERGOVERNMENTAL AGREEMENT:

A motion was made by Smith and seconded by Dixon to approve the Intergovernmental Agreement between the City of Westminster and Hyland Hills Park and Recreation District for the maintenance of Carroll Butts Park and authorize the City Manager to sign this agreement. The motion carried unanimously.

RESOLUTION NO. 44 – ADOPTION OF MILE HIGH COMPACT:

A motion was made by Merkel and seconded by Moss to adopt Resolution No. 44 authorizing the Mayor and City Clerk to sign an Intergovernmental Agreement for the Mile High Compact in support and encouragement of planned growth and development in the Denver metropolitan region. The motion carried unanimously.

RESOLUTION NO. 45 – REVISIONS TO COUNCIL RULES AND PROCEDURES:

A motion was made by Moss and seconded by Hicks to Table Resolution No. 45 waiving the prior written submittal requirement found in Part VII, Section 9 of the Council Rules and Procedures regarding the proposed changes contained in Resolution No. 45 and revising the Council Rules and Procedures as outlined until the June 26 City Council meeting. The motion carried unanimously.

MISCELLANEOUS BUSINESS:

Mayor Heil stated there would be an Executive Session concerning Contract Negotiations.

ADJOURNMENT:

The meeting was adjourned at 8:35 P.M.

ATTEST:

Mayor

City Clerk



**WESTMINSTER
COLORADO**

Agenda Memorandum

Date: June 12, 2000
Subject: Presentation of Employee Service Awards
Prepared by: Michele Kelley, City Clerk

Introduction

The Mayor is requested to present service pins and certificates of appreciation to those employees who are celebrating their 10th, 15th, 20th, and 25th anniversary of employment with the City.

Summary

In keeping with the City's policy of recognition for employees who complete increments of five years of employment with the City, the presentation of City service pins and certificates of appreciation has been scheduled for Monday night's Council meeting. . In addition, the one employee celebrating 25 years of service will be presented with a check for \$2500.

Staff Recommendation

Mayor present service pins and certificates of appreciation to employees celebrating 10, 15, 20 years of service with the City, and providing special recognition to our 25 year employee with the presentation of a \$2,500 check.

Background Information

The following employees will receive a ten year service pin and certificate:

Robert Belich	Fire Department	Firefighter II/Emergency Services
Malgorzata Broussalian	Information Technology	Software Engineer II
Jean Buck	Police Department	Senior Police Officer
Rita Desmarteau	Parks, Recreation & Libraries	Custodian
Larry Garlick	Information Technology	Software Engineer II
Mike Jones	Public Works & Utilities	Utilities Technician
Susan Jones	Fire Department	Fire Paramedic/Emergency Services
Scott Opie	Parks, Recreation & Libraries	Landscape Architect
Mark Pageler	General Services	Electromechanic Specialist
John Plaskett	Public Works & Utilities	Laboratory Analyst
John Roberts	Police Department	Senior Police Officer
Bill Walenczak	Parks, Recreation & Libraries	PR&L Director

The following employees will receive a fifteen year service pin and certificate:

Mike Allen	General Services	Deputy City Clerk
Shawn Gonzales	Police Department	Secretary/Patrol
Teri Hamilton	Community Development	Planner III
Rosemary Hudnall	Fire Department	Administrative Secretary
Dean Huffman	Public Work & Utilities	Laboratory Analyst
Tim Torres	Police Department	Senior Police Officer

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

Mary Joy Barajas	City Manager's Office	Administrative Secretary
Jeff Brotzman	General Services	Printing Technician
Steve Bourcy	Parks, Recreation & Libraries	Park Services Foreman
Marty Chase	Parks, Recreation & Libraries	Equipment Operator II
Carol Gifford	General Services	Human Resources Analyst
Pete Kosak	Police Department	Code Enforcement Officer

In 1986, City Council adopted a resolution to award individuals who have given 25 years of service to the City with a \$2,500 check 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 career with the City.

The following 25 year employees will be presented with a certificate, service pin and check:

Lee Birk	Police Department	Captain/Investigations
Ted Hulstrom	Parks, Recreation & Libraries	Mechanic II
Larry Pruegner	Parks, Recreation & Libraries	Parks Foreman
Carolyn Schierkolk	Public Works & Utilities	Data Processing Technician

Lee Birk

On March 3, 1975, Lee Birk began his career as a Police Officer with the City of Westminster. Lee came to the City upon graduation from Western State College of Colorado, with a Bachelors of Science Degree in Political Science and Sociology. He graduated from the multi-agency Police Academy, with Top Academic Recruit honors.

In 1978, Lee was promoted to Sergeant in and held that position for three years. In 1981 he was promoted to Lieutenant and served in that capacity for four years. Lee was then promoted to the position of Captain in 1985, in which capacity he serves today. Lee is currently the Captain over the Investigations Division of the Police Department. In July 1989, he was appointed by the City Manager to serve as the Acting Director of the General Services Department and served in that capacity for eight months.

During his tenure, Lee has commanded or served in every unit of the Police Department. In 1980, he was selected as the SWAT Team Commander and was in charge of the newly created unit for the first four years of its existence. In 1990, he graduated from the prestigious FBI National Academy in Quantico, Virginia. He has completed the Masters of Criminal Justice Program curriculum at the University of Colorado and he is a graduate of the North Metro Chamber of Commerce Leadership program. He has and continues to serve on numerous committees and task forces, both internally and multi-jurisdictional, and he is currently the City Manager appointed Board member to the Police Pension Board. Lee has also been very instrumental in promoting and developing physical fitness programs in the Police Department

Lee's personal interests include sports, hiking, backpacking, camping and fishing. He has served as a City of Westminster volunteer youth soccer coach for over thirteen years and he has been very active in supporting High School sports and has served as the Standley Lake High School Athletics Boosters President for several years. He also volunteers as an instructor for the City of Westminster Hooked on Fishing, Not on Drugs program.

Ted Hulstrom

“Farmer Ted” as he’s affectionately known around the park shop was first hired as an Equipment Mechanic in April of 1975 and was promoted to Mechanic I in September of 1980 and to his current position of Mechanic II in June of 1989. Ted is responsible for the maintenance of all small engine and turf equipment operated by Park Services, Open Space, Forestry, Right of Way and Design Development work groups. Because of Ted’s expert knowledge, skill and determination he has been able to maintain a consistent 95% readiness (equipment available and ready to use on a daily basis) for each specific work assignment requiring power equipment.

Ted’s interests include his family (wife Nancy, sons Kevin and Brad and daughter Lisa along with five grandchildren. He still likes “farming and fixin” and over the years he has been very good at both.

Ted is a consistent and strong leader within the Park Services Division and he performs his assignments in manner that encourages discussion, learning, direction and humor. The service he has provide over the past 25 years have been good for the City of Westminster and for the hundreds of current and former employees who have had the pleasure to work for and with him.

Larry Pruegner

Larry first started with the Parks and Recreation Department in 1974 as a seasonal employee helping out with irrigation maintenance. In April 1975 he was selected as a fulltime Parkworker in the recently developed Parks and Recreation Department and in May 1976 he was promoted to Senior Parkworker. Proving that hard work, determination and “ being in the right place at the right time” helps, Larry was again promoted to Crewleader in January 1978 and Park Foreman in July 1979.

Larry is a consistent team player and through his efforts the maintenance of the City’s Park system ranks high in the Citizen Survey and in the overall reputation the Department of Parks, Recreation and Libraries now enjoys as demonstrated by the two national Gold Medals the Department received over the last eight years.

If you want to talk about Buick cars Larry is the man. He currently owns five Buicks ranging in age from 1955 to 1987. His favorite of the group is a 1955 Super convertible that has won several car show awards and garners stares of passerby’s aware that something bright yellow, covering acres of polished chrome and the biggest whitewall tires they’ve ever seen is in their midst. Larry can be seen driving this historic beauty on the avenues of Westminster, given him a wave he enjoys the attention.

Carolyn Schierkolk

Carolyn began her employment with the City of Westminster in April 1975, as a Clerk Typist I when the Department was known as the Department of Operational Services. Later that year, she worked provisionally as Secretary to the Department Head of Construction Services. In November 1976, she was promoted to Clerk Typist II. In 1984, Carolyn was upgraded to the position of Secretary. She was provisionally appointed as Administrative Secretary to the Director of Public Works and Utilities in July 1991, and subsequently promoted to that position. In March 1999, she accepted a lateral transfer to the position of Data Processing Technician and tells us she is enjoying it very much.

In 1977, Carolyn was elected to the Board of Directors of the Westminster Federal Credit Union and served in that capacity for 7 years. She was appointed to the Credit Committee in 1983 and served there for 3 years, and Chairwoman of the American Public Works Association, Colorado Chapter Awards Committee 1995 and 1996.

On June 21st, the City Manager will hosted an employee awards luncheon at which time 9 City employees received their five year service pins, while recognition was also be given to those who are celebrating their 10th, 15th, 20th and 25th anniversary. This will be the second of four luncheons for 2000 to recognize and honor City employees for their service to the public.

The aggregate City service represented among this group of employees is 465 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.

Respectfully submitted,

William M. Christopher
City Manager



WESTMINSTER COLORADO

Agenda Memorandum

Date: June 12, 2000
Subject: Presentation re DRCOG Innovation Award
Prepared by: Michele Kelley, City Clerk

Introduction

City Council is requested to accept several awards from the Denver Regional Council of Governments (DRCOG).

Summary

Each year the Denver Regional Council of Governments (DRCOG) recognizes cost-saving and efficient management by local governments. This recognition is intended to encourage creative approaches to providing services to citizens. Awards are presented in three categories: Cooperative Service Delivery, Productivity Improvement and Public-Private Partnership.

This year the Adams County School District #50 after school program for middle school students was selected as the third place winner in the Cooperative Service Delivery category. This program's objectives are to provide low-cost, positive activities to middle school children to lessen unstructured time, and to help decrease youth crime and gang activity. Since 1995 school attendance and graduation rates have improved. Juvenile arrests have declined 50% and drug and alcohol arrests have dropped 80% due in part to this innovative program.

The Police Complaint Review Team was selected as the third place winner in the Productivity Improvement category. In March, 1998, Westminster Police Staff recommended to City Council that a "Complaint Review Team" be promulgated to review the completed investigations of police misconduct. Council supported this effort and implemented the team. Today, the team consists of one police lieutenant, one police sergeant and two citizens from the community. The team reviews the completed investigation of police misconduct, and recommends a findings in each case to the Chief of Police. This program enhances the City's ability to be "a part of" our community and not "apart from" the community and clearly achieves positive results.

The City's Design Guidelines for Traditional Mixed Use Neighborhood Developments received an honorable mention for Productivity Improvement. The design guidelines provide criteria for implementation of traditional mixed-use developments. This provides an opportunity to reestablish traditional building blocks that create community. Compact pedestrian friendly districts; interconnected streets; variety of parks; village centers with housing, office and retail uses mixed together, and narrower streets designed to encourage slow moving traffic are elements that seek to create community.

Leona Stacker, Board member of the Denver Regional Council of Governments Board of Directors, and Longmont Mayor will be present to make these presentations.

Staff Recommendation

Council accept Denver Regional Council of Governments Cooperative Service Delivery Award and the two Productivity Improvement awards from Longmont Mayor Leona Stacker.

Policy Issues

There are no policy issues associated with the acceptance of these awards.

Background Information

Each year, the after school program provides additional opportunities to participate in a greater variety of programs. Grants have improved opportunities for children of all economic levels. By providing transportation home and between activity sites, students who may otherwise be left out are able to participate. Accomplishments achieved include growth in the number of days offered and student participation, recognition and grants from local Rotary Club and from Youth Crime prevention and Intervention Council. Grants enable the City to keep program cost low, provide scholarship opportunities to needy youth, and offer free tutoring and English-as-a-Second language programs. All grants received are passed on to participants and used to increase program variety.

Although cooperative programs have been a national trend in the parks and recreation field for the past ten years, the scope of the choices available to students participating in the City's program is unique. The City, School District and Recreation District Staff participated on a community task force addressing youth crime, were able to gain cooperation and joint leveraging of the three tax funded organizations. Each agency accepts responsibility for aspects of the program and shares its available resources.

Respectfully submitted,

William M. Christopher, City Manager



**WESTMINSTER
COLORADO**

Agenda Memorandum

Date: June 12, 2000
Subject: Sheridan Green Subdivision / Promenade Fencing Project
Prepared by: Scott Opie, Landscape Architect

Introduction

City Council action is requested to authorize the City Manager to sign a contract with Fence Consulting Services, Inc., in the amount of \$83,610 for construction of an western red cedar fence along the southern boundary of the Sheridan Green Subdivision and allow a 10% contingency of \$8,361. Funds for this expense are available in the Promenade project account, in the General Capital Improvement Fund.

Summary

Letters were distributed to 43 homeowners whose property abutts the southern boundary of the Sheridan Green Subdivision in February of 2000. These letters defined the Sheridan Green Subdivision/ Promenade Fencing Project and detailed a request for homeowner commitment to the removal of all existing fencing and permission to construct a new western red cedar fence in its place. Thirty-five of forty-three notified homeowners returned letters stating their commitment and support for the western red cedar fencing project.

Fence Consulting Services (Contractor) was brought on board to obtain bids from several subcontractors to remove all existing fencing and for installation of the new western red cedar fence. Moyer Fence Services (Subcontractor) and Macmillan Bloedal (Wholesale supplier) have submitted the lowest bid for this project and have been recommended by Fence Consulting Services as subcontractor to this project. Bidding results are as follows:

Wholesale material bidders:	Macmillan Bloedal	<u>\$40,050.00</u>
	Jamieson	\$42,670.00
	MMI	\$44,245.00
Subcontractor bids:	Moyer Fence Services	<u>\$34,560.00</u>
	R&P Fence	\$40,335.00
	Champion Fence	\$42,680.00
	Greater Western Fence	no bid
	Custom Fence and supply	no bid
	Aray Fence Company	no bid
	A-1 Services	no bid
	Armadillo Fence	no bid
	Colorado Fence	no bid
	American Fence	no bid
Survey bids:	Mountain States Engineering	<u>\$3,000.00</u>
	Arrow Land Surveying	no bid
	Carroll & Lange Surveyors	no bid
Irrigation repair allowance:		\$6,000.00
<hr/>		
	Project Bid Total	\$83,610.00

Alternative

City Council could decline to authorize the City Manager to sign the contract with Fence Consulting Services, and not remove the existing fence line and replace with a 6 foot western red cedar fence to define the northern edge of the Westminster Promenade. However, the Sheridan Green residents are expecting a new fence as a compromise to the Promenade development considering its impact to their neighborhood.

Policy Issue

Does the City want to construct a new western red cedar fence along properties that have committed to the project resulting in 81% homeowner participation in recognition of the impacts they believe that come about with the Promenade development. Does the City believe that having a fence that is continuous and uniform in appearance with exception of 8 homeowner fence lines that are staggered along the southern edge of the Sheridan Green Subdivision (see attachment) sufficiently warrants the expenditure of public funds.

Staff Recommendation

Authorize the City Manager to sign a contract with Fence Consulting Services for \$83,610 for construction of the proposed fencing project and add a 10% contingency of \$8,361 and charge this expense to the Promenade project account, in the General Capital Improvement Fund.

Background

As part of the Westminster Promenade East Project, Staff identified the need to install a fence that was consistent and uniform in appearance to define the southern edge of the Sheridan Green Subdivision and the northern boundary of the Westminster Promenade. Several sections of the existing fence are in substandard condition and have no consistent design theme. As part of this effort to enhance the northeastern landscape of the Promenade East, letters were sent to 43 homeowners along this southern edge of Sheridan Green Subdivision in May of 1998. Of the 43 letters distributed, only 23 homeowners returned signed letters of commitment to the proposed fence and the project was abandoned.

Construction and improvements to the Promenade continued and Staff once again contacted all adjacent homeowners in February of 2000. This letter defined the project and need to remove existing fencing to construct a new western red cedar fence on property lot lines. As part of this letter, all homeowners were asked to commit in full to the following items: commitment in full for the proposed fencing project and grant access to your property from the south providing an 3 foot work zone parallel to your existing lot line and agree to maintain the newly installed fence after construction is complete. Homeowner response was considered to be favorable with 35 of 43 homes committing to the project. Also as part of this letter, homeowners were given incentive to commit at 100% participation with the bonus being brick columns spaced on 100' centers along southern edge of the Sheridan Green Subdivision. Four (4) of the eight (8) homeowners who returned letters were firmly opposed to the project. The remaining four (4) outstanding homeowners did not reply to the City's request for signed letter detailing their vote "pro" or "con" for the proposed fencing project. These four (4) homeowners did receive a certified letter dated February 18, 2000, and the second notice dated March 16, 2000. Staff has proceeded with the project and will not construct western red cedar fence along these eight (8) subject property lot lines.

Staff acquired the services of Fence Consulting Services to specify and solicit bids for the Sheridan Green Subdivision/Promenade Fencing Project. Several on-site meetings were held to ensure that bids provided were comprehensive and sensitive to minimizing damage to a newly installed landscape.

Respectfully submitted,

William M. Christopher
City Manager

Attachment



WESTMINSTER
COLORADO

Agenda Memorandum

Date: June 12, 2000

Subject: Amendment to the Heritage Restaurant Lease

Prepared by: Bill Walenczak, Director of Parks, Recreation and Libraries
Richard Dahl, Park Services Manager

Introduction

City Council action is requested to authorize the City Manager to sign an amendment to the Lease Agreement between Legacy Gill, L.L.C. and the City of Westminster, which would adjust the lease payment for the Heritage at Westmoor Golf Course Restaurant, "Birdie's Tavern," due to delays in finishing the kitchen portion of the clubhouse project.

Summary

On January 11, 1999, City Council approved an amendment to the Agreement between the City of Westminster and Legacy Grill, L.L.C. for the lease payment schedule for Birdie's Tavern from September 1999 through December 31, 2001.

The schedule of the payments approved in the January 11th amendment are as follows: Opening day through June 30, 2000 - \$1,750 per month; July 1, 2000 through December 31, 2001 - \$2,500 per month.

Opening day (September 9, 1999) for the golf course did not coincide with the opening of the restaurant (October 24) due to construction delays with the restaurant and kitchen area. As part of the project settlement for this project, the contractor, Fischer Construction, has agreed to pay the City \$13,500 for the delay caused in opening the clubhouse restaurant. This amount will be deducted from the final payment to the contractor. Using this settlement amount along with \$4,000 (\$17,500 total) from the Regular Salaries account for the Heritage Golf Course due to saving resulting from the vacant Golf Professional position, will offset revenue reduction to the City.

Due to the late opening of the restaurant, the concessionaire was not able to generate sufficient restaurant business from golf activities nor was he able to capitalize on the potential income from holiday season room reservations, which would have helped make the restaurant profitable during the slowest part of the year. This assumption was key to the operating pro forma developed by the owner, Mr. Bert Gehorsam.

According to Mr. Gehorsam, his company has exceeded his operating versus revenue budget for Birdie's Tavern by \$200,000. Due to the circumstances mentioned above, it is Staff's recommendation to eliminate restaurant lease payments for the first ten months of operating Birdie's Tavern. This will help the owners of Birdie's Tavern to reduce some of the losses that occurred due to the late opening of the restaurant, as well as having to open the restaurant during the slowest time of the golf season. The City however, is under no legal obligation to do this.

Alternatives

- 1) Reject the amendment as proposed by Staff and keep all payments as written in the amended lease dated January 11, 1999.
- 2) Require Staff to reopen negotiations with Legacy Grill L.L.C., Inc. to resolve this issue in a different manner.

Policy Issue

Whether the City wants to amend the original lease agreement with Legacy Grill, L.L.C. to provide financial relief due to conditions beyond the leasee's control.

Staff Recommendation

Authorize the City Manger to sign an amendment to the lease with Legacy Grill, L.L.C. to forgive the lease payments for the first ten (10) months of operation for a total cost of \$17,500 for the Heritage Golf Course Restaurant from opening day, September 9, 1999, through June 30, 2000 and establish a rate of \$2,500 per month from July 1, 2000 through December 31, 2001.

Background

Since the opening of the Legacy Ridge Golf Course in 1994 and the Heritage golf Course in 1999, the Parks, Recreation and Libraries Staff has worked closely with the concessionaire, Mr. Bert Gehorsam, to establish a relationship that is advantageous to both parties. Staff is keenly aware that finding and keeping a concessionaire who has the financial resources, restaurant expertise, and commitment to operate a golf course restaurant is difficult. The initial search for an operator at Legacy Ridge was difficult, as very few operators wanted to take the risk of locating a high end restaurant in an out of the way location.

When Legacy Ridge Golf Course opened in September 1994, the original operator Gasthaus Ridgeview, Inc. (Peter Hellerman) experienced a difficult first six months because of the severe winter and remote location of the golf course. Consequently, Mr. Hellerman was offered an assistance package, which forgave the first six months lease payments so that he could concentrate his resources on providing a quality restaurant facility for both the golfer and general public. This is similar to the situation in which Mr. Bert Gehorsam, the owner of Birdie's Tavern, now finds himself. On July 10, 1996, Council approved the transfer of the Legacy Ridge Golf Course restaurant lease to Mr. Gehorsam of Legacy Gill L.L.C. and on June 19, 1998, Council approved an amendment granting the operation of the Heritage Golf Course restaurant to Legacy Grill L.L.C. Inc.

Because of the remote location of both Legacy Ridge and The Heritage Golf Courses, it is difficult for the restaurants to generate sufficient traffic to fill lunch and dinner times throughout the year. Legacy Ridge has now reached the point where its reputation as a golf course and full service restaurant draws patrons to the facility in spite of it being in a low traffic area. The Heritage has yet to reach its potential and needs a full year of golf play and public exposure to generate the traffic necessary to build the reputation of the restaurant and make it profitable for the operator.

When the construction schedule for The Heritage was first developed, it was anticipated the restaurant would be operational by opening day (September 9, 1999). This would have given the operator time to generate enough food service business and holiday seasonal bookings for the event dining area (a prime source of income for off season revenues) to be profitable. However, due to the late finish date for the kitchen and restaurant (end of October), the prime golf season was already over and holiday bookings were no longer available in the quantity required to be profitable.

Fortunately, the pro shop and golf course opened on time, so the clubhouse construction delays have had little impact on the golf course revenues.

Respectfully submitted,

ADDENDUM TO AGREEMENT

THIS ADDENDUM TO AGREEMENT BETWEEN THE CITY OF WESTMINSTER AND LEGACY GRILL, LLC is made this ___ day of ___, 2000, by and between the CITY OF WESTMINSTER, a municipal corporation of the State of Colorado (“City”) and LEGACY GRILL, LLC (“Concessionaire”).

NOW THEREFORE, in addition to the terms and conditions set forth in the Agreement dated May 5, 1997, as amended from time to time between the parties hereto, the parties further agree as follows:

- 1. Notwithstanding any language in Section 2 of the Addendum To Agreement dated January 11, 1999, to the contrary, the Concessionaire will not be responsible to make any lease payments for The Heritage Golf Course Restaurant from September 9, 1999 (opening day) through June 30, 2000; and the monthly base concession fee for the remainder of the lease agreement, July 1, 2000 through December 31, 2001 will be \$2,500 per month.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

LEGACY GRILL, LLC
10801 LEGACY RIDGE PARKWAY
WESTMINSTER, CO 80031

CITY OF WESTMINSTER
4800 WEST 92ND AVENUE
WESTMINSTER, CO 80031

Bert Gehorsam
Owner

By: William M. Christopher
City Manager

Attest:

Name/Title

Attest:

City Clerk

Approved as to Legal Form:

City Attorney



WESTMINSTER
COLORADO

Agenda Memorandum

Date: June 12, 2000

Subject: Bids For Fiber Optic Networking Equipment

Prepared by: Gary Casner, Senior Telecommunications Administrator

Introduction

City Council action is requested to award the bid for networking equipment for the fiber optic network and to authorize funds for miscellaneous purchases to support the networking equipment. Funds are available and were previously approved by City Council in the appropriate project account in the Utility Fund for this expense.

Summary

In 1998, City Council approved the construction of the Reclaimed Water System. Installation of the reclaimed water distribution lines includes a conduit and fiber optic cable for system controls. The conduit will be used to house fiber optic cable needed to control the reclaimed water system and to expand the City fiber optic data and voice network to City buildings along the route.

In late 1999, City Council authorized an agreement with ICG that provided ICG with space in City-owned conduit in exchange for the dedicated, permanent City use of 24 pair of fiber optic cable installed by ICG. Under this agreement, the City saved over \$500,000 by avoiding the cost associated with installing fiber optic cable.

Data switching equipment is required to utilize the fiber optic network. The equipment, manufactured by Cisco, is available through the Colorado State Bid at a cost of \$212,125. Funds for miscellaneous equipment in the amount of \$20,000 are also requested to be authorized. These purchases will be made through quotes on an as-needed basis.

Alternative – Go out to bid for other network hardware to run the network. This alternative is not recommended because the work has been performed by the Colorado State bid process, and the low bid, Cisco, is the best equipment for the City's network.

Policy Issue

There are no new policy issues concerning this Council action. This purchase adheres to the current policy encouraging the use of joint bids, and conforms with City purchasing policy.

Staff Recommendation

Award the bid for networking equipment to the low bidder under State Bid, Timebridge Technologies, in the amount of \$212,126 and charge the expense to the appropriate Capital Projects budget for this expense. Further, authorize \$20,000 from the same budget for the purchase of miscellaneous equipment to support the network.

Background

In 1999, City Council approved an agreement with ICG to exchange City-owned conduit space for the permanent use of 24 pair of ICG installed fiber optic cable. The fiber optic cable will allow the City to expand its current fiber optic network of 1.5 to 17.5 miles in 2000 and to 26 miles in 2001. The agreement has many benefits for the City, including the following:

- The City saved over \$500,000 in fiber installation.
- ICG will repair any breaks in the cable, which insures the reliability of the system and reduces maintenance expense for the City.
- The City receives the discounts ICG experiences when working on larger projects, which lowers the cost for the City portion of the project.

Under the terms of the agreement, the City is responsible for the equipment to run the network. The networking equipment required is available from Cisco through the Colorado State Bid at 31% discount. The Colorado State Bid meets all City purchasing requirements and the Cisco equipment meets all the specifications for this network. Timebridge Technologies, a Cisco distributor, will handle the sale for Cisco, and will assist in delivery of the equipment.

City Staff researched equipment for the network for over a year. The Cisco equipment was selected for the following reasons:

This Cisco equipment is state-of-the-art for use in fiber optic networks and will allow for networking speeds that are 100 times as fast as the City's current fiber optic network.

The Information Technologies Staff are trained in the use of this equipment.

The current Cisco networking equipment has been used for over twelve years and has proven to be very reliable and cost effective equipment.

The Cisco equipment is available through the Colorado State bid, at a 31% savings.

Additionally, Cisco has offered a trade-in for current networking equipment that is not compatible with the new network. The trade-in is in the amount of \$26,480, which is included in the price of the equipment.

An additional \$20,000 is requested to purchase equipment jacks, two uninterrupted power supplies, fiber optic patch cables and cabling in various buildings. The purchases will be made through formal quotes from various companies.

Respectfully submitted,

William M. Christopher
City Manager



WESTMINSTER
COLORADO

Agenda Memorandum

Date: June 12, 2000
Subject: US 36 and Tennyson Sewerline Construction Award
Prepared by: Diane M. Phillips, Capital Improvement Projects Coordinator

Introduction

City Council action is requested to authorize the City Manager to sign a contract with BT Construction, Inc., in the amount of \$741,376 for construction of the US 36 and Tennyson sewerlines. Funds for this project are available in the Utility Fund Capital Improvement Projects account.

Summary

The US 36 21-inch sewer interceptor crossing will be installed to relieve surcharging in the residential sewers in this area during high flow conditions and to provide capacity for future development. The 8-inch sewerline in Tennyson Street will be replaced since it is approximately 45 years old and has deteriorated badly. A 21-inch sewer interceptor will be installed in conjunction with the 8-inch line so as to complete all utility construction in the street at one time. Asphalt resurfacing of Tennyson Street will follow the installation of the sewerline.

The engineer's estimate of construction cost was \$854,506. Two bids were received for this project. They are listed below.

BT Construction, Inc.	\$ 741,376
Trainor Construction Co.	\$1,016,272

BT Construction, Inc. has completed several successful City projects and is a reputable and well-equipped contractor.

Policy Issue

Should the City award a contract to BT Construction for the construction of a 21-inch sewer interceptor and a 8-inch sewer line in Tennyson Street., at this time for the bid cost of \$741,376.

Staff Recommendation

Authorize the City Manager to execute a contract with BT Construction, Inc., in the amount of \$741,376 for the construction of the US 36 and Tennyson sewerlines. The expense for this capital project is to be charged to the Utilities Fund Capital Projects budget.

Alternative

As an alternative to current construction of the sewerlines, the work could be delayed. Future construction costs are likely to increase and repaving of Tennyson Street would need to be delayed until the sewerlines could be installed.

Background Information

The portion of the City's sewer collection system within the Little Dry Creek Basin on the north side of Highway 36 drains into a single pipe crossing under the highway. The 1998 Sewer Master Plan identified that the existing 15-inch line would be too small to meet build-out flow requirements and installation of a parallel 21-inch line is recommended. In addition, the Sewer Master Plan identified that a 21-inch sewer interceptor would need to be constructed in Tennyson Street to carry build-out flow. The replacement of the existing 8-inch sewerline in Tennyson Street needs to be replaced at this time since it has deteriorated badly. The 21-inch line will be built in conjunction with the 8-inch line so as to cause less disruption to the citizens by conducting only one construction project. The street will be repaved as soon as the sewerline construction is complete.

Respectfully submitted,

William M. Christopher
City Manager

Attachment



WESTMINSTER
COLORADO

Agenda Memorandum

Date: June 12, 2000
Subject: Little Dry Creek Basin Infiltration and Inflow Study Contract
Prepared by: Richard A. Clark, PE, Utilities Operations Manager
Andy Mead, Utilities Operations Coordinator

Introduction

City Council action is requested to authorize the City Manager to execute a contract with Wade & Associates, Inc. in the base amount of \$163,200 plus a contingency amount of \$31,800 for the Little Dry Creek (LDC) Basin sewer system evaluation and Infiltration and Inflow (I&I) Study. These funds are available in the 2000 Utilities Division, Wastewater Operating Budget.

Summary

A sanitary sewer system study completed in the late 1980's found that the Little Dry Creek (LDC) Basin area in the south Westminster area did not have excessive levels of infiltration or inflow (I&I) contributing to the overall sanitary sewer flows in the southern part of Westminster. However, in 1998, the City completed a comprehensive wastewater plan, which included another evaluation of infiltration and inflow in the LDC Basin. The results of this study, along with the heavy rainfall events experienced in 1998 and 1999 that caused several sanitary sewer backups within the outfall line of the LDC Basin; have convinced City Staff to recommend an evaluation of the sources of wet weather flow in the affected southern area. Although Staff believes that the sanitary sewer pipeline system is not undersized, it cannot handle excessive ground water inflows and infiltration.

The Little Dry Creek (LDC) Basin Sewer System Evaluation and Infiltration and Inflow Study was advertised in the *Daily Journal*, dated April 24 and April 25, 2000. A mandatory pre-bid meeting was held on May 2, 2000. The bid proposals were read and reviewed on May 9, 2000. The results of the bids were as follows:

<u>Bidder</u>	<u>Bid Amount</u>
Wade & Associates, Inc.	\$163,200*
U.S.R. Corporation	No Bid
Parsons Engineering Science, Inc.	No Bid

* Based on 100% of the unit cost items as submitted by Wade and Associates, Inc.

Staff has reviewed Wade's proposal and has determined that the base Phase I program can be funded in the amount of \$163,200, with flow monitoring to be conducted in the 2001 budget year. The City's available budget for the LDC I&I study contract is \$195,000.

Policy Issues

Should the City expend Utility Fund monies to complete the Little Dry Creek (LDC) Basin sewer system evaluation and I&I Study to address sanitary sewer backups in the subject drainage basin.

Staff Recommendation

Authorize the City Manager to sign a contract with Wade & Associates, Inc for services associated with the I&I Study, in the amount of \$163,200 for Little Dry Creek (LDC) Basin sewer system evaluation and Infiltration and Inflow Study; authorize a budget of \$163,200; and authorize a contingency budget in the amount of \$31,800 and charge the appropriate account in the 2000 Utilities Division Wastewater Operating budget.

Background

The LDC Basin area of the City is roughly bordered north to south from 96th Avenue to 72nd Avenue and east to west from Federal Boulevard to Sheridan Boulevard.

This basin flows from 96th Avenue to the south and is transported through various sanitary sewer lines and eventually to the Metro Wastewater Reclamation District facility for treatment. The capacity of the City's sewer lines adequately handles normal daily flows. However, in recent years and especially last August, heavy rainstorms have impacted the sewer system in the LDC area and caused residential sewer line backups and damage to personal property. City crews have responded to customer service calls when needed and provided resources and referrals to assist citizens that have experienced problems due to sanitary sewer backups from excessive flows occurring during heavy storm events.

During the 2000 Budget process, Staff requested funding for an evaluation of various elements of possible I&I problems throughout the LDC Basin. The funding was approved by City Council in the Utilities Division operating budget to have a study completed in 2000.

The Little Dry Creek (LDC) Basin sewer system evaluation and Infiltration and Inflow Study for the year 2000 will include; smoke testing of approximately 200,000 linear feet of sanitary sewers and related manholes in the Little Dry Creek Basin and building inspections of 4,300 homes and businesses to determine storm water runoff sources that contribute to flows to the sewer system.

The contingency amount of \$31,800 (20%) may be expended if additional unit price work (inspections, smoke testing) is required within the project area or outside the project boundary if initial results indicate problems outside the defined project.

All of the information gathered through this evaluation and study process will be submitted to the City in a final report by the consultant. At that point, Staff will develop a plan that can be used for budgeting and scheduling cost effective repairs that maximize the removal of inflow and infiltration of water order to eliminate sanitary sewer surcharging and residential backups while minimizing the need for relief sewer line construction.

Alternatives

One alternative to approving this contract for the Little Dry Creek (LDC) Basin sewer system evaluation and I&I Study would be to delay the study of this area and attempt to identify problem areas as they occur and try to provide repairs on a case-by-case basis.

A second alternative would be to re-advertise the project and attempt to receive additional proposals. A review of the limited engineering firms specializing in this type work has not revealed any new potential bidders who were not already contacted as part of the current bid. Wade and Associates is currently working successfully with several Colorado firms as a subcontractor on similar projects.

Respectfully submitted,

William M. Christopher
City Manager
Attachment



WESTMINSTER COLORADO

Agenda Memorandum

Date: June 12, 2000

Subject: Public Meeting on 2001 City Budget

Prepared by: Barbara Gadecki, Assistant to the City Manager

Introduction

City Council is scheduled to hold a public meeting to receive initial public input on the 2001 City Budget at Monday night's City Council meeting.

Summary

City Staff will be preparing budget information for both 2001 and 2002, but this initial meeting is intended to focus only on 2001 citizen requests, comments and suggestions. The public meeting is a more informal opportunity for the public to provide input to the City Council on the City Budget.

City Council preliminarily approved the 2001 Budget with the formal adoption of the 2000 Budget in October 1999. However, per the City Charter, only an annual budget may be adopted each year and therefore the preliminarily approved budget is intended as a planning document for the second year's budget. Departments review and make minor modifications to the preliminarily approved 2001 Budget through the summer, culminating in the distribution of the Proposed Budget to City Council in September. Public hearings are also scheduled for July 10 and September 11 so that citizens will have two more opportunities to comment and provide feedback on the 2001 City Budget. City Council must adopt the budget by the October 23 City Council meeting, in accordance with the City Charter.

Staff Recommendation

Hold a public meeting on the 2001 City Budget and receive citizen comments.

Background Information

In April, City Council agreed to keep the focus in 2001 the same as those pursued in 2000. The following is the list identified by the City Council:

- Improve transportation systems in the northwest quadrant of the Denver Metro Area;
- Continue to develop Westminster as the "City of Choice" in the Metro Area;
- Maintain high quality services;
- Broaden citizen communication and involvement;
- Enhance the City's economic/fiscal viability; and
- Strengthen regional cooperation on priority projects.

The direction provided by City Council assists City Staff as they review and modify the preliminarily approved 2001 City Budget. Other considerations that go into developing a comprehensive budget are department priorities that strive to maintain existing service levels and citizen or neighborhood input.

City Council preliminarily approved the 2001 Budget with the formal adoption of the 2000 Budget in October 1999. However, per the City Charter, only an annual budget may be adopted each year and therefore the preliminarily approved budget is intended as a planning document for the second year's budget. Through the summer, departments review and make minor modifications to the preliminarily approved 2001 Budget to best maintain existing service levels and address citizen or neighborhood input on services.

A Proposed Budget will be submitted to City Council on September 1 for their review. After reviewing the Proposed Budget for several weeks, City Council is scheduled to meet in late September at the Budget Retreat to deliberate on final funding decisions on staffing levels, programs, services, and capital projects.

Two formal public hearings will be held on the 2001 Proposed City Budget to solicit citizen input. The first public hearing is scheduled for Monday, July 10, and the second hearing is scheduled for Monday, September 11.

Respectfully submitted,

William M. Christopher
City Manager



WESTMINSTER
COLORADO

Agenda Memorandum

Date: June 12, 2000

Subject: Resolution No. 41 re the East Bay Annexation

Prepared by: David Falconieri, Planner III

Introduction

City Council action is requested on the attached resolution concerning a finding of compliance with statutory requirements for the petition requesting annexation of the property located near the southwest corner of 68th Avenue and Lowell Boulevard, and establishing a hearing date. The proposed annexation consists of approximately 1.42 acres.

Summary

The East Bay Senior housing development was approved in 1994. The Official Development Plan (ODP) includes two phases, the first of which is an 81 unit independent living building of three stories, which has been completed. The second phase was to be an identical building to be constructed to the east of the existing building.

At this time the applicants wish to revise the ODP to allow the construction of 35 townhome units, and a 20 unit, three-story apartment building with clubhouse. The proposed use is in compliance with the Comprehensive Land Use Plan. In order to facilitate the revised plan the applicants are requesting the annexation of 1.42 additional acres to the east of the existing property. This will add the necessary extra land to build townhomes as opposed to the currently approved apartment building. The applicants are also pursuing the purchase of adjacent lands to the east and south of the existing site in order to create a larger campus.

Policy Issues

Is it in the best interest of the City to annex the properties in the petition? Annexation of this property would extend the East Bay development to the east towards Lowell Boulevard and created additional senior housing within the City.

Staff Recommendation

Adopt Resolution No. 41 accepting the annexation petitions submitted by East Bay and make the findings required by State Statute on the sufficiency of the petition. This resolution also sets the date of July 10, 2000, for the annexation hearing.

Alternative(s)

Make a finding that it is not in the best interest of the City to annex this property and take no further action.

Background

Upon receiving a petition for annexation, the City Council is required by State Statute to make a finding of whether or not said petition is in compliance with Section 31-12-107 (1) C.R.S. In order for the petition to be found in compliance, Council must find that the petition contains the following information:

1. An allegation that the annexation is desirable and necessary.
2. An allegation that the requirements of Section 31-12-104 and 31-12-105 C.R.S have been met. (These sections are to be reviewed by the Council at the formal public hearing.)
3. Signatures and mailing addresses of at least 50 percent of the landowners of the land to be annexed. (In this case, East Bay, signer of the petition, owns 100 percent of the property.)
4. The legal description of the land to be annexed.
5. The date of each signature.
6. An attached map showing the boundaries of the area.

Planning Staff has reviewed the petition and has determined that it complies with the above requirements.

If the City Council finds that the petition is in substantial compliance with these requirements, a resolution must be approved that establishes a hearing date at which time the Council will review the merits of the proposed annexation.

Respectfully submitted,

William M. Christopher
City Manager

Attachments

RESOLUTION

RESOLUTION NO. **41**

INTRODUCED BY COUNCILLORS

SERIES OF 2000

WHEREAS, there has been filed with the City Clerk of the City of Westminster, a petition, copies of which are attached hereto and incorporated by reference, for the annexation of certain territory therein-described to the City;

WHEREAS, the City Council has been advised by the City Attorney and the City Manager that the petition and accompanying map are in substantial compliance with Sections 31-12-101, et.seq., Colorado Revised Statutes, as amended;

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

1. City Council finds the said petitions and annexation maps to be in substantial compliance with all state statutory requirements, including C.R.S. Section 31-12-107 (1).
2. City Council hereby establishes July 10, 2000, 7:00 PM at the Westminster City Council Chambers, 4800 West 92nd Avenue, for the annexation hearing required by C.R.S. Section 31-12-108 (1).
3. City Council hereby orders the City Clerk to give notice of the annexation hearing in accordance with C.R.S. Section 31-12-108 (2).

Passed and adopted this 12th day of June, 2000.

ATTEST:

Mayor

City Clerk



WESTMINSTER COLORADO

Agenda Memorandum

Date: June 12, 2000

Subject: Resolution No. 42 re the 99th Avenue and Wadsworth Boulevard Annexation

Prepared by: David Falconieri, Planner III

Introduction

City Council action is requested on the attached resolution concerning a finding of compliance with statutory requirements for the petitions submitted by Freedom, Inc. and the Jefferson Academy School Board, and establishing a hearing date. The proposed annexation consists of approximately 20 acres.

Summary

Petitions have been received from Freedom, Inc., owners of two acres as shown on the attached vicinity map, and the Jefferson Academy School Board. Also included in the proposed annexation is the Lange property, which is City owned Open Space.

Staff is recommending that the School property and the Lange property be zoned O-1, since schools are allowed in that zone district. Freedom, Inc. is proposing that their property be zoned PUD with a Preliminary Development Plan that would allow a church or two single family residences. They currently have a contract to sell the land to the Family in Christ church for an expansion of their facility. The church would be required to get approval of a separate Official Development Plan before they could use the property. The proposed annexation will also facilitate the proposed Big Dry Creek trail crossing north of 99th Avenue across Wadsworth since the annexation of the right-of-way will allow the City to proceed without County approvals.

Policy Issues

Is it in the best interest of the City to annex the properties in the petition. All of the properties are governed by the 1996 IGA with Jefferson County in which the Council adopted the policy that all of the lands within the enclave area should eventually be annexed if in compliance with the goals of the City.

Staff Recommendation

Adopt Resolution No. 42 accepting the annexation petitions submitted by Freedom, Inc. and the Jefferson Academy School Board and make the findings required by State Statute on the sufficiency of the petition. This resolution also sets the date of July 10, 2000, for the annexation hearing.

Alternative(s)

Make a finding that it is not in the best interest of the City to annex this property and take no further action.

Background

Upon receiving a petition for annexation, the City Council is required by State Statute to make a finding of whether or not said petition is in compliance with Section 31-12-107 (1) C.R.S. In order for the petition to be found in compliance, Council must find that the petition contains the following information:

1. An allegation that the annexation is desirable and necessary.
2. An allegation that the requirements of Section 31-12-104 and 31-12-105 C.R.S have been met. (These sections are to be reviewed by the Council at the formal public hearing.)
3. Signatures and mailing addresses of at least 50 percent of the landowners of the land to be annexed. (In this case, Freedom, Inc., the Jefferson Academy School Board and the City of Westminster, own 100 percent of the property.)
4. The legal description of the land to be annexed.
5. The date of each signature.
6. An attached map showing the boundaries of the area.

Planning Staff has reviewed the petition and has determined that it complies with the above requirements.

If the City Council finds that the petition is in substantial compliance with these requirements, a resolution must be approved that establishes a hearing date at which time the Council will review the merits of the proposed annexation.

Respectfully submitted,

William M. Christopher
City Manager

Attachments

RESOLUTION

RESOLUTION NO. **42**

INTRODUCED BY COUNCILLORS

SERIES OF 2000

WHEREAS, there has been filed with the City Clerk of the City of Westminster, a petition, copies of which are attached hereto and incorporated by reference, for the annexation of certain territory therein-described to the City;

WHEREAS, the City Council has been advised by the City Attorney and the City Manager that the petition and accompanying map are in substantial compliance with Sections 31-12-101, et.seq., Colorado Revised Statutes, as amended;

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

1. City Council finds the said petitions and annexation maps to be in substantial compliance with all state statutory requirements, including C.R.S. Section 31-12-107 (1).
2. City Council hereby establishes July 10, 2000, 7:00 PM at the Westminster City Council Chambers, 4800 West 92nd Avenue, for the annexation hearing required by C.R.S. Section 31-12-108 (1).
3. City Council hereby orders the City Clerk to give notice of the annexation hearing in accordance with C.R.S. Section 31-12-108 (2).

Passed and adopted this 12th day of June, 2000.

ATTEST:

Mayor

City Clerk



WESTMINSTER
COLORADO

Agenda Memorandum

Date: June 12, 2000

Subject: Cost Share Agreement – The Heritage Golf Course

Prepared by: Bill Walenczak, Director of Parks, Recreation and Libraries

Introduction

City Council action is requested to approve the attached “Cost Share Agreement” between the City of Westminster and the Countrydale Metropolitan District. This agreement would allow the tenants of the Westmoor Business Park to receive resident fee privileges at The Heritage Golf Course in exchange for a yearly payment stipend to the City from the District.

Summary

On March 16, 2000, City Council reviewed a proposal submitted by City Staff that outlined conditions for a cost share agreement between Westfield Development, Inc. through their Countrydale Metropolitan District and the City of Westminster. City Council concurred with the outline presented and instructed Staff to finalize the agreement for formal Council approval. Some highlights of that proposal are as follows:

- The District shall pay to the City on or before June 30, 2000, the sum of \$8,728. This sum will cover the first year (2000) of the agreement.
- In subsequent years, the District will pay to the City an amount equal to \$20,000 or the revenue generated by a mill levy equal to $\frac{1}{4}$ of one mill, whichever is greater, subject, however, to the limitation that in no event shall the District be required to certify a mill levy greater than $\frac{1}{2}$ of one mill. (Staff estimates a maximum yearly loss of \$20,000 to allow office park tenants the privilege of resident rates.)
- These funds are intended to pay the District’s share of costs related to allowing office park tenants a discount from non-resident to resident rates.
- All office park tenants will be allowed to play The Heritage Golf Course at resident rates.
- Westfield Development will be allowed to sponsor two golf outings per year at The Heritage, and shall be charged the prevailing resident rate. This shall be done according to the City’s normal reservation policy.
- A special I.D. card for business park tenants will be available to be purchased through Parks, Recreation and Libraries.
- This agreement may be terminated by mutual consent to the parties.

Alternatives

City Council could elect to not approve this agreement and require Westmoor office tenants to pay non-resident rates (if they do not otherwise qualify for the resident rate).

City Council could elect to reject the conditions outlined in this proposal and have City Staff renegotiate the terms, per City Council direction.

Policy Issue

Whether to permit tenants of the Westmoor Business Park to receive resident rates at The Heritage Golf Course in exchange for annual payments by the owner of the business park, estimated to be equal to or greater than the resulting revenue loss attributable to the proposed discount.

Staff Recommendation

Authorize the City Manager to sign the attached Cost Share Agreement between the City of Westminster and the Countrydale Metropolitan District.

Background Information

The City of Westminster and Westfield Development, Inc. formed a partnership to develop the Westmoor Business Park, The Heritage Golf Course, the West View Recreation Center, and various trails and open space along Walnut Creek.

A very important component of the Westmoor Business Park project was the establishment of the Countrydale Metropolitan District to help pay for the office park infrastructure, maintenance, and a three mill levy to help the City offset the costs of operating the soon to be opened West View Recreation Center. In exchange for the three mills levied for the recreation center, the City agreed to allow office park tenants the use of the West View Recreation Center at resident rates. Therefore, this current proposal to allow office park tenants the use of The Heritage Golf Course at resident rates is consistent with the previous Westmoor Business Park agreement, approved by City Council. As mentioned earlier, Staff believes that this cost share agreement easily makes up for any loss in revenue resulting from office park tenants being allowed resident golf rates at The Heritage. The proposed arrangement will also further the competitive viability of the Westmoor Business Park.

Respectfully submitted,

William M. Christopher
City Manager

Attachment



WESTMINSTER COLORADO

Agenda Memorandum

Date: June 12, 2000

Subject: Councillor's Bill No. 47 Vacation of Storm Sewer Easement within the College Hills Subdivision

Prepared by: Kevin Colvett, Civil Engineer I

Introduction

City Council action is requested to pass the attached Councillor's Bill on first reading to vacate an existing storm sewer easement within and adjacent to the College Hills Filing No. 8 Subdivision. College Hills, also known as Stratford Lakes, is located at the southwest corner of 112th Avenue and Federal Boulevard. The existing easement (see Exhibit A, attached) is no longer being utilized because the storm sewer pipe has been re-aligned. Council has followed a policy that vacation of rights-of-way and easements will be contingent upon new facilities being dedicated to and accepted by the City. In this instance, the new storm sewer facility has been installed and accepted into service.

Summary

College Hills Subdivision, Filing No. 8 began construction in late 1998. At that time, the existing storm sewer was abandoned and relocated to the north, under 113th Avenue. The project is nearing completion and Certificates of Occupancy are being issued for the individual units. The units over the existing easement cannot be sold until the easement is officially vacated by Council action. A new storm sewer has been installed, routing the storm water flows through the development, and this facility has been accepted into service by the City.

Policy Issues

By City Code, easements must be vacated by an ordinance of the City Council. The attached Councillor's Bill will accomplish this vacation.

Staff Recommendation

Pass Councillor's Bill No. 47 on first reading vacating the unnecessary storm sewer easement within and adjacent to the College Hills Filing No. 8 Subdivision.

Background

The College Hills Subdivision was originally platted in 1985 with the intent to develop a mix of single-family detached and multi-family residences. One of the major design features of this development was the routing of storm water through four detention ponds. The storm sewer within the easement to be vacated conveyed storm water from the east side of Federal Boulevard into the easternmost pond.

In 1998, McStain Enterprises submitted an Official Development Plan (ODP) proposing single-family attached dwelling units, called College Hills Subdivision, Filing No. 8, which was administratively approved. The layout called for units to be constructed over the existing storm sewer, so the storm sewer was re-routed to the north, away from the proposed units. The developer is prepared to convey these units to individual homeowners, but the existing storm sewer easement must first be vacated. Therefore, at the request of the developer, Staff recommends vacation of the storm sewer easement as shown on the attached exhibit, since it is no longer needed to serve the development as originally planned.

According to City Code, City Staff is to receive input from adjoining or nearby property owners as may be deemed necessary to formulate a recommendation to Council. In this case, the developer, the College Hills Master Homeowners Association and the College Hills Filing 8 Single Family Development Owners Association are the adjoining or nearby property owners, and each of these parties are in favor of the proposed vacation.

Respectfully submitted,

William M. Christopher
City Manager

Attachments

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **47**

SERIES OF 2000

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE VACATING A STORM SEWER EASEMENT IN COLLEGE HILLS SUBDIVISION

WHEREAS, a storm sewer easement was dedicated to the City of Westminster by separate document, recorded within Adams County at Book No. 3372, Page 24; and

WHEREAS, the easement is no longer needed to serve the purpose for which it was originally intended; and

WHEREAS, the vacation of the storm sewer easement is necessary to permit the completion of the College Hills Filing No. 8 development.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds and determines that the public convenience and welfare require the vacation of the easement described in Section 2 hereof, and depicted in Exhibit A.

Section 2. (Legal Description of Easement)

A 25-foot wide easement located in the southwest one-quarter of Section 5, Township 2 South, Range 68 West of the Principal Meridian, crossing parts of College Hills Filing No. 8 and College Hills Filing No. 7 in the City of Westminster, Adams County, Colorado, more particularly described as follows:

Commencing at the southeast corner of said southwest one-quarter;

Thence N00°01'16"W, 627.17 feet along the east line of said southwest one-quarter; Thence S89°58'43"W, 100.00 feet to the True Point of Beginning; Said point lies on the west right-of-way line of Federal Boulevard as described in Book 920 at Pages 383 and 385 of the Adams County Records; Thence continuing S89°58'43"W, 21.36 feet, crossing an additional 7.5 feet of right-of-way dedicated with College Hills Filing No. 8; Thence S85°17'34"W, 433.28 feet; Thence N04°42'26"W, 25.00 feet; Thence N85°17'34", 434.30 feet; Thence N89°58'43"E, 22.38 feet to a point on said right-of-way line; Thence S00°01'16"E, 25.00 feet along said right-of-way line to the True Point of Beginning. Said parcels containing 11,391 square feet to 0.262 acres, more or less.

Section 3. This ordinance shall take effect upon its passage after second reading. The full text of this ordinance shall be published within ten (10) days after first reading.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 12th day of June, 2000.

PASSED and adopted on second reading this day of June, 2000.

ATTEST:

Mayor

City Clerk



WESTMINSTER COLORADO

Agenda Memorandum

Date: June 12, 2000

Subject: I- 25 Corridor Study Contract Award

Prepared by: Patrick Caldwell, Planner II

Introduction

City Council action is requested to adopt a resolution authorizing a General Fund Contingency transfer of funds in the amount of \$50,000 for preparation of a planning study of the I-25 corridor and to authorize the City Manager to execute an Agreement with Downing Thorpe James (DTJ), planning consultants, in the amount of \$50,000 for these planning studies of the I-25 corridor north of 124th Avenue and east of Huron Street. Funds would need to be transferred from the General Fund Contingency to the Planning Division for this project.

Summary

The City is hoping to conduct a study in conjunction with the City of Thornton. Thornton will fund one half of the study with \$50,000. Total cost of the study is to be \$100,000. The study area is bounded on the south by 124th Avenue in Westminster, and 126th Avenue in Thornton. The western boundary is Huron Street in Westminster. The eastern boundary is Washington Street in Thornton. The northern boundary in Westminster is 150th Avenue. In Thornton the northern boundary is 152nd Avenue. The study area encompasses approximately 2,000 acres.

Both cities desire to maximize the economic potential of the I-25 corridor area, and to create identifiable, integrated and functional subdistricts within this regional district, rather than allow a piecemeal development that will most likely occur if the area develops without an overall plan. A primary purpose of the plan is to create a development concept and appropriate tools that would facilitate creation of high quality, innovative regional business parks and retail centers for the corridor area.

Policy Issues

The policy issue is whether or not to select DTJ or one of the other firms to perform this study, or choose not to select any of the firms and forgo further study of this area.

Staff Recommendation

1. Adopt Resolution No. 43 authorizing the transfer of \$50,000 from the General Fund Contingency account into the Community Development Operations account in the General Fund for preparation of a planning study of the I-25 corridor.
2. Authorize the City Manager to sign a contract with DTJ in the amount of \$100,000 with the City's share not to exceed \$50,000 for planning services for an area west of I-25, east of Huron Street, south of 150th Avenue and north of 124th Avenue.

Alternative(s)

1. Do not allocate funds from the General Fund Contingency for the I-25 corridor planning study.
2. Do not authorize the City Manager to execute a contract with DTJ and select another firm to do the study.

Background

The two cities have had a longstanding interest in promoting quality development within the I-25 corridor. In 1986 the cities approved an intergovernmental agreement, which, among other things, called for the preparation of a joint land use plan for the corridor area. In 1999 the Cities jointly agreed that 136th Avenue would be the next interchange location on I-25.

A Request for Qualifications was issued in January, 2000. In February, 2000 five firms were “short-listed” and a Request for Proposals was issued to those firms in March, 2000. The Cities’ received four proposals for this planning study. These four firms then made formal presentations to a panel composed of City Staff from both Cities and two of the major landowners in the study area. Downing Thorpe James (DTJ) was selected based on the quality of their considerable experience with large scale planning studies, their familiarity with the area to be studied, their proposed involvement of the numerous stakeholders in the study area and their fee for services. DTJ was the firm that master planned Westminster’s award winning Legacy Ridge subdivision as well as the Interlocken Business Park.

Following is a comparative chart of costs proposed by the firms that submitted proposals.

Firm Name	Cost	Project Office
MCG Architecture	\$161,790	Denver, Co.
EDAW	\$99,362	Denver, Co.
RNM	\$160,850	Los Angeles, Ca.
DTJ	\$89,000	Boulder, Co.

The first phase of the study is the inventory of existing conditions and analysis of issues. This will be completed by the end of this month. Plan development and review of alternative land use plans should be completed by mid-August. This ties in with deadlines for preparation of the districts to finance the 136th Avenue interchange at I-25. Through September and October the development of the preferred land use plan for the I-25 corridor and public review, Planning Commission and Council review at study sessions will proceed. Completion and adoption of the study is anticipated by November, 2000.

A total of \$50,000 of City funds is needed in 2000 for this study. The total cost for this project is estimated to be \$100,000. The \$89,000 fee from DTJ did not include reimbursable expenses which is estimated to be \$10,000. Thus, the total cost is likely to be almost \$100,000. The City of Westminster’s “share” of these costs is \$50,000. The City of Thornton’s “share” is \$50,000.

Respectfully submitted,

William M. Christopher
City Manager

Attachment

RESOLUTION

RESOLUTION NO. **43**

INTRODUCED BY COUNCILLORS

SERIES OF 2000

A RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS FROM THE GENERAL CONTINGENCY FUND FOR A PLANNING STUDY OF THE I-25 CORRIDOR

WHEREAS, the City of Westminster has had a longstanding interest in promoting quality development within the I-25 corridor; and

WHEREAS, the City of Westminster desires to maximize the economic potential of the I-25 corridor area and to create identifiable, integrated and functional subdistricts within this regional district; and

WHEREAS, the City of Westminster desires a plan for the I-25 corridor area that creates a development concept and appropriate tools that would facilitate creation of high quality, innovative regional business parks and retail centers for the area; and

WHEREAS, the City of Thornton shares this vision of the I-25 corridor area and wishes to share equally in the cost of a planning study of the I-25 corridor area; and

WHEREAS, the Cities jointly issued a Request for Qualifications and a Request for Proposals and have jointly selected the planning consulting services of Downing Thorpe James for the planning study of the I-25 corridor and have agreed that the cost of \$100,000 for the planning study is acceptable; and

WHEREAS, a General Fund contingency transfer of \$50,000 is needed for payment of the City of Westminster share of the cost of the planning study of the I-25 corridor; and

WHEREAS the General Fund Contingency balance is \$1,130,081.

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

Section 1. The City Manager is hereby authorized to transfer \$50,000 from the General Fund Contingency account into the Community Development Operations account in the General Fund for preparation of a planning study of the I-25 corridor.

Passed and adopted this 12th day of June, 2000

ATTEST:

Mayor

City Clerk

**AGREEMENT
TO FURNISH PLANNING AND CONSULTING SERVICES
TO THE
CITY OF WESTMINSTER
FOR THE I-25 CORRIDOR STUDY**

THIS AGREEMENT, made and entered into this _____ day of June, 2000, between the CITY OF WESTMINSTER, hereafter called the "City" and DOWNING THORPE & JAMES, INC., HEREAFTER CALLED THE ("Consultant", etc.), is as follows:

WHEREAS, the City wishes to develop a conceptual land use plan and general development guidelines for the below referenced property; and

WHEREAS, the City desires to engage the Consultant to render the professional services described in this Agreement and the Consultant is qualified and willing to perform such services; and

WHEREAS, sufficient authority exists in charter and statute and sufficient funds have been budgeted for these purposes and are available and other necessary approvals have been obtained;

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the City and the Consultant agree as follows:

I. THE PROJECT

The Project consists of the development of a Conceptual Land Use Plan and Development Guidelines which will be used by the cities of Westminster and Thornton to maximize the potential of the I-25 Corridor area of the cities in a focused manner. The results of this effort should lead to a development concept and appropriate tools for the creation of a high quality regional business park and retail center in the northern "Gateway Area" along I-25. The precise boundaries of the project area are from 126th Avenue to 152nd Avenue between Washington Street and I-25 on the east side of the highway, and from 124th Avenue to 150th Avenue between Huron Street and I-25 on the west side of the highway. The areas within the corridor area not currently incorporated are intended to be annexed by the cities.

The Consultant will provide the professional and technical services as follows:

Phase 1: Inventory and Analysis of Existing Conditions

- A. Make site visits to become familiar with and obtain photo-documentation of the general and visible site conditions.
- B. Collect/review City plans and reports (Including two (2) City meetings).
- C. Review analysis maps and reports, collected information on property ownership parcels and information from sources supplied by the cities, as indicated in the RFP.
- D. Review information on existing and proposed infrastructure systems.
- E. Review approved PUD Plans, existing land uses, Comprehensive Plan land uses, and zoning regulations within the study area.
- F. Develop working base map from which to record analysis criteria and to serve as a foundation for the land use, transportation and utility plans.
- G. Prepare one or more analysis maps showing all relevant information, as available, including but not limited to:

- Slopes and topography
 - Subsidence hazards
 - Flood plain and hydrology
 - Local habitat/vegetation ratings (based upon available information)
 - Existing transportation plan
 - Community services
 - Property ownership (parcels, not owners names)
 - Existing comprehensive land uses and zoning districts
 - Fire districts
 - Existing/proposed bike/hike trails
- H. Prepare Opportunities and Constraints Summary in map form showing natural and jurisdictional criteria as identified in Analysis Maps. Include findings in interim and final reports.
- I. Coordinate with Felsburg, Holt and Ullevig (FHU). .
- J. Conduct two (2) joint project coordination meetings with both City Staffs to discuss findings of this task.
- K. If requested, conduct one (1) formal presentation with Westminster and Thornton officials to discuss results.

Phase 2: Analysis of Issues

- A. Review the proposed laneage and street rights-of-ways for any major roads considered significant by the cities. Streets will include, but are not limited to: 128th Avenue, 136th Avenue, 144th Avenue, Huron Street, Washington Street, and I-25 (at build-out of the corridor). Analyze possible impacts based upon traffic studies available from Thornton, Westminster, and DRCOG. Coordinate this effort with City Staffs and FHU.
- B. Review RTD's policies and procedures regarding bus routes and Park N' Ride facilities. Meet with RTD representatives, as necessary, to evaluate the location and general site planning needs for one or more new Park N' Ride facilities along I-25, north or 120th Avenue.
- C. With RTD planners, evaluate the short and long-term adequacy of bus routes serving the area.
- D. Meet with representatives of the Farmers Reservoir and Irrigation Company (FRICO) or others to determine what modifications (if any) might be made to the Bull Canal to realign the canal to better accommodate development and/or improve the aesthetics of the concrete-lined channel.
- E. Explore how the storm drainage system(s) could be designed and function within the corridor area. Determine whether one or more ponds or other water features (perhaps storm water retention ponds) could be created to enhance the aesthetics of the corridor area.
- F. Explore alternatives for an overall landscape concept to be implemented within and abutting the I-25 right-of-way and arterial street rights-of-way.
- G. Coordinate with City Staffs (joint meetings) to determine the need for additional public parks, trails, greenbelts, private parks, recreational centers, grade separated pedestrian underpasses or overpasses, golf courses, etc. needed to serve the corridor and nearby areas.
- H. Analyze the need for landscape treatments, median design, upgraded street lighting and traffic signals, and utility undergrounding to improve the physical appearance and design of existing and future public rights-of-way within the corridor.

- I. Develop a composite plan or plans, using the existing Thornton and Westminster zoning, Comprehensive Plan designations, development/annexation agreements, and existing permitted uses, as a basis to evaluate other potential land use alternatives. Analyze the impacts of the existing zoning and agreements currently in place and identify opportunities/constraints.
- J. Prepare an Interim Report including narrative and design concepts that outline the findings and alternatives from each of the issues referenced above. The findings from this task will also be incorporated into the Final Report document.
- K. Conduct one (1) joint project coordination meeting with City Staffs at the conclusion of this phase.
- L. If requested, Conduct one (1) formal joint presentation with Westminster and Thornton officials to discuss results.

Phase 3: Plan Development

- A. Arrange a van/bus tour(s) with relevant City Staff members and develop slides and/or videos for Planning Commissioners and City Councils, which illustrate good and bad concepts to be used/avoided within alternative land use concepts developed for the Corridor. DTJ will prepare a list of development projects, with input from City Staffs, that include relevant business park, retail center, and mixed use developments for inclusion in this tour.
- B. Prepare a minimum of three alternative Land Use Concepts for the Corridor for evaluation by City Staffs. Each plan will show land use recommendations, collector and local street alignments as well as any public/private greenbelts, trails, water features, corridor level detention and drainage facilities, transit facilities, identification of view corridors, significant natural features relevant to the plan and other pertinent information as determined by City Staffs. The land use recommendations shall be as specific as possible where warranted; i.e. “hotel” or “neighborhood retail” versus just “commercial” land use designations.
- C. Develop Visioning Concepts for key thematic elements including Project Theme Boards and Prototypical Community Feature Character Boards. Prepare finished products in format suitable for use in presentations and reports, study sessions and future marketing.
- D. Coordinate with City Staffs and Felsburg-Holt Ullevig in including laneage and street rights-of-way for 128th Avenue, 136th Avenue, 144th Avenue, Huron Street, Washington Street, I-25 and other significant roads, on all maps generated. Coordinate with Felsburg-Holt Ullevig and City Staffs in the analysis of the traffic impacts of the Land Use Plan Alternatives, and make appropriate refinements to the land use plans as directed by City Staffs.
- E. Prepare a Preliminary Yield Analysis for each Land Use Alternative that indicates projected building square footages, employees and required parking for each land use. Coordinate this information with FHU for inclusion in Trip Generation Analysis.
- F. As needed, include suggestions for the location of one or more Park N’ Rides along I-25 north of 120th Avenue on each Land Use Alternative.
- G. Develop recommendations for an overall Landscape Concept to be implemented within and abutting the I-25 right-of-way. Details of design proposals at key highway interchanges and street intersections that serve as gateways to the corridor area will be included, as determined by the cities.

- H. Prepare a document illustrating possible architectural, landscape and site planning Development Guidelines for the entire corridor area. The Guidelines will be developed in a format suitable for use in public meetings, such as “kit-of-parts”. The Guidelines will include unifying design elements, and will cover the following general areas (both within public right-of-ways as well as private on-site developments).
- Lighting
 - Signage
 - Entry features
 - Landscaping
 - Architectural quality and style
 - Location and screening of parking and loading areas
 - Connection to alternative transportation
- I. Evaluate the land use constraints, setbacks and other criteria that would influence development in proximity to oil and gas wells and production facilities. Prepare a written report detailing the findings of this evaluation.
- J. Conduct two (2) joint project coordination meetings with City Staffs.
- K. Present Land Use Alternatives and Development Guidelines to Westminster and Thornton officials at one (1) formal meeting of each City.

Phase 4: Review of Alternative Land Use Plans

- A. Upon submittal of the Alternative Land Use Plans by DTJ, City Staffs will provide a review in relation to existing annexation and development agreements. City Staffs will provide pertinent information about the agreements to DTJ, who will diagram, in written and visual forms, the opportunities and constraints created by the agreements. The resulting diagrams will be used as reference material in working with property owners to develop a preferred land use plan. A maximum of three working sessions will be conducted.
- B. Gather input from property owners and residents of the project area to review the Alternative Land Use Plans and to select a preferred plan. DTJ will propose a public input process (consisting of public notification, a schedule of public meetings, suggested list of attendees, etc.) to solicit input on the Alternative Land Use Plans from property owners and residents. City Staffs will review and approve the public input process before the public meetings are held.
- C. With City Staffs, conduct a series of public meetings (maximum of 5 meetings budgeted by DTJ) to be held with property owners and residents in accordance with the public input process. DTJ will attend the public meetings to present the Alternative Land Use Plans, to explain how they were developed, and to answer questions.

Phase 5: Development of a Preferred Land Use Plan

- A. Utilizing the input received from property owners, residents of the influence area and City Staffs, as well as the limits and opportunities afforded by the annexation agreements, DTJ will modify the Alternative Land Use Plans to develop a Preferred Land Use Plan.
- B. DTJ and City Staffs will meet to examine the Preferred Land Use Plan, to make modifications and to develop a review draft of the Preferred Land Use Plan.
- C. Coordinate findings with FHU.

Phase 6: Study Sessions With City Councils and the Planning Commissions

- A. DTJ and City Staffs will hold briefings with the Thornton and Westminster City Councils separately, and will then hold a joint study session with both City Councils to present the review draft of the preferred land use plan and to respond to questions and concerns prior to the public meetings. The purpose of the study session is to inform City Council Members of the content of the Preferred Land Use Plan and to receive their input before the Plan is presented to the public.
- B. DTJ will revise the Preferred Land Use Plan based on the input of the City Council members, as directed by City Staffs, and create a revised review draft of the Plan.

Phase 7: Public Review of the Preferred Land Use Plan

- A. DTJ and City Staffs will hold study sessions with the Planning Commissions of both cities to present the revised review draft of the Preferred Land Use Plan in order to obtain input on the Plan that will be considered when making future revisions.
- B. DTJ and City Staffs will facilitate a series of public meetings (maximum of 3 meetings budgeted by DTJ) with property owners and residents of the influence area to review how the Alternative Land Use Plans and public input have been used to develop the Preferred Land Use Plan. These meetings will provide the necessary input to develop consensus on the Preferred Land Use Plan and make final adjustments prior to future public hearings and formal adoption.
- C. DTJ will prepare, in cooperation with City Staffs, a public hearing draft of the Preferred Land Use Plan and supporting reports and documentation. As directed by City Staffs, this draft will consider input received from the Planning Commissions, property owners and residents of the influence area.
- D. DTJ will coordinate with City Staffs to develop a strategy for the public hearings on the Preferred Land Use Plan.

Phase 8: Council and Planning Commission Hearings on Plan Adoption

- A. DTH will attend one (1) City Council and Planning Commission meeting of each city to present the Preferred Land Use Plan, to explain how it was developed, and to answer questions. With direction from City Staffs, DTJ will develop written and visual materials to be used at the public hearings.

Project Products

DTJ will provide the following products during the course of this project:

- 1. Three (3) Land Use Plan Alternatives in 11" x 17" and 36" x 60" format for general meetings and presentations.
- 2. A concept Plan containing the elements described in the work program, as described herein (11" x 17" and 36" x 60" format).
- 3. Written monthly status report.
- 4. An Executive Summary promotional marketing piece which can be used to help explain and market the land use concepts and development expectations to corridor land owners as well as prospective developers and businesses.

5. A project WEB page that can be linked with the WEB pages of the two cities. DTJ will coordinate with the Computer Information Service staffs in each city and will meet the necessary specifications to accomplish this task. DTJ's work product will include a general design and layout recommendation and graphics prepared during the study that City Staffs may use in developing a link to their existing WEB page for each Community. DTJ will not be responsible for hosting the site.
6. Work products in the number and form as noted below:
 - a. For all interim written reports, 24 copies in hard copy form for distribution to staff members in the two cities.
 - b. For all interim sketch plans, maps or diagrams, 24 color copies in hard copy form at 11" x 17" size for distribution to staff members in the two cities, and 2 color copies in hard copy form at 36" x 60" (presentation style) for use in meetings.
 - c. For products to be presented at each Planning Commission or City Council meeting, 30 copies for each City in hard copy form of written reports: 30 color copies for each City of plans, maps or diagrams in hard copy form at 11" x 17" size and one color copy for each City of plans, maps or diagrams in hard copy form at 36" x 60" (presentation style) for use at meetings.
 - d. For final products, 50 copies in hard copy form of written reports and digital copy on disk for each City. Any plans, maps or diagrams included in the final concept plan which were originally produced in color shall be in color on the plan, DTJ will also supply digital layers for each map compatible with ARCINFO such that the cities can import them into each city's geographic information system.
 - e. Also, 11" x 17" or 8-1/2" x 11" originals of final plan and selected exhibits.

Additional Services

A. Description of Additional Services

Additional Services shall include, but are not limited to the following:

1. Providing or preparing financial feasibility studies, marketing studies, ownership reports, environmental impact reports, surveys, or other special studies.
2. Providing services in preparation for or attendance at public meetings, homeowner's associations, other meetings, or legal proceedings other than those covered by this Agreement.
3. Providing services of, or in connection with, consultants other than those specified in this Agreement.
4. Providing services in addition to those outlined in this Agreement, because of changes in the Project, including but not limited to size, quality, complexity, or the Client's schedule.
5. Making revisions in plans or other documents when such revisions are:
 - a. Inconsistent with approvals or instructions given previously by the Client.

b. Required by enactment, revised interpretation, jurisdictional differences in interpretation, or revisions of codes, zoning, or building ordinances, laws, or regulations subsequent to the preparation of such documents, or additional costs caused by delays resulting from such occurrences.

6. Appearing at meetings with the Client, the Client's consultants, interested parties, or representatives of any offices or agencies having jurisdiction over the Project beyond those specified in this Agreement.

7. Preparing or providing models, renderings, exhibits, or similar presentation materials other than those included in this Agreement.

8. Preparing materials for or attending meetings related to the implementation of this Plan.

9. Preparing for and attending meetings and presentations with property owners, City Council, Planning Commission, and similar entities, beyond those specifically identified in Basic Services.

B. Authorization For Additional Services

1. The Additional Services described in this Agreement are not included in the Scope of Basic Services of this Agreement, and shall be provided only when authorized or confirmed in writing by the cities and DTJ. Such Additional Services shall be paid for by the cities, in addition to the Compensation for Basic Services provided for in this Agreement.

2. If any Additional Service(s) are required for this Project due to circumstances beyond DTJ's control, or if the Client or others are requesting service(s) beyond the Basic Services defined in this Agreement, DTJ shall notify the Client in writing as to the need or desire for such service(s).

C. Schedule

DTJ plans to complete the Project's Basic Service tasks, including delivering the Final Report, booklet illustrations and text for printing, according to the following schedule (Shown as Exhibit B).

III. CONSULTANT'S FEE

Scheduled Rates:

The compensation for the Basic Services described in this Agreement shall be as outlined below, including reimbursable expenses as described herein. The maximum amount billable under this Agreement shall not exceed \$100,000, ~~plus expenses~~. The Consultant shall submit invoices to the City for services rendered during the preceding month. Such invoices to be in such form and detail as shall reasonably be required by the City. Reimbursable expenses shall be itemized. The City agrees to pay the Consultant within thirty (30) days of receipt of properly documented invoices.

Task	Description	Estimated Fee Range
A.	Inventory and Analysis	\$ 6,000 to \$ 7,000
B.	Analysis of Issues	\$ 5,500 to \$ 6,000
C.	Plan Development	\$ 61,500 to \$ 66,500
D.	Review of Alternative Land Use Plans	\$ 4,500 to \$ 5,500

E.	Development of Preferred Land Use Plan	\$ 3,500 to \$ 4,500
F.	Council/Commission Study Session	\$ 2,500 to \$ 3,000
G.	Public Review of Preferred Land Use Plan	\$ 3,000 to \$ 3,750
H.	Council/Commission Hearings/Adoption	\$ 2,500 to \$ 3,000
		<hr/>
	Total Estimated Fee Range:	\$ 89,000 to \$ 99,250

Reimbursable Expenses:

Reimbursable Expenses incurred by DTJ in connection with the Project are in addition to the Estimated Fee Range for Basic Services, and will be billed at no less than cost and at no more than cost-plus-fifteen percent (15%). Such expenses will include but are not limited to printing, photographic documentation, postage, delivery, mileage, per diem and fax. Reimbursable Expenses will include all required submittal quantities for interim and final reports, sketch plans and color graphics, project web site, bus tour, video and original graphics as outlined in the Request for Proposal (RFP).

Hourly Fees:

<u>Position</u>	<u>Rate/hr</u>
Principals:	\$120-225
Senior Architects/Engineers/Planners VII-VIII:	\$100-175
Senior Architects/Engineers/Planners V-VI:	\$ 80-150
Designers/Architects/Engineers/Planners IV:	\$ 60-125
Designers/Architects/Engineers/Planners III:	\$ 50-100
Designers/Architects/Engineers/Planners II:	\$ 40- 75
Designers/Architects/Engineers/Planners I:	\$ 20- 60
Administrative/Technical Support:	\$ 25- 75

The consultant shall submit invoices to the City for services rendered during the preceding month, such invoices to be in such form and detail as shall reasonably be required by the City. The City agrees to pay the Consultant within thirty (30) days of receipt of properly documented invoices. Invoices for DTJ's services shall be submitted on a percent-of-completion basis, billed monthly. If the City fails to pay the Consultant any undisputed amount payable pursuant to the Agreement, such amount shall be subject to interest of the rate of 1.75 percent per month from the 30th day. If any invoices remain unpaid thirty (30) days after date of issue, DTJ reserves the right to suspend its work on the Project until payments are current. If a performance time schedule is involved in this work, any time lost while work is suspended will be rescheduled, extending the original schedule as appropriate. Due to the fact that current office workloads are an important factor in determining project schedules, DTJ may not be able to reschedule the remaining work according to the original total time frame.

IV. COMMENCEMENT & COMPLETION OF SERVICES

The Consultant understands and agrees that time is an essential requirement of this Agreement. The Services shall be completed as soon as good practice and due diligence will permit. In any event, the Services shall be completed within six months after the Consultant receives notice to proceed, exclusive of time lost or due to delays beyond the control of the Consultant.

V. TERMINATION

- A. This Agreement may be terminated by either party upon fifteen (15) days prior written notice to the other party in the event of a substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. The failure of the City to pay a properly submitted invoice in accordance with Section III shall be considered an instance of substantial failure by the City under this Agreement except to the extent the City has notified the Consultant in writing that it disputes all or part of the invoice and sets forth specifically the grounds it believes exist to justify nonpayment.
- B. This Agreement may be terminated by the City for its convenience upon fifteen (15) days prior written notice to the Consultant.
- C. In the event of termination as provided in this Article, the City shall pay the Consultant in full for Services performed from the date of notice of termination plus any Services the City deems necessary during the notice period. Said compensation shall be paid upon the Consultant's delivering or otherwise making compensation shall be paid upon the Consultant's delivering or otherwise making available to the City all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing the Services included in this Agreement, whether completed or in progress.

VI. INSURANCE

During the course of the Services, the Consultant shall maintain Workmen's Compensation Insurance in accordance with the Workmen's Compensation laws of the State of Colorado, Professional Liability Insurance in the minimum amount of \$500,000, but in any event sufficient to cover Consultant's liability under paragraph IX.D.1. below, Automobile Liability of \$150,000 per person/\$600,000 per occurrence, and Comprehensive General Liability of \$150,000 per person/\$600,000 per occurrence. The City will be an additional insured under the Consultant's Automobile and Comprehensive General Liability coverages. The Consultant shall provide certificates of insurance to the City indicating compliance with this paragraph.

VII. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disability. Such actions shall include, but not be limited to the following: employment; upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

VIII. PROHIBITED INTEREST

- A. The Consultant agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further agrees that in the performance of the Agreement, no person having any such interests shall be employed.
- B. No official or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

IX. GENERAL PROVISIONS

- A. Independent Contractor. In the performance of the Services, the Consultant shall act as an independent contractor and not as agent of the City except to the extent the Consultant is specifically authorized to act as agent of the City.
- B. Books and Records. The Consultant's books and records with respect to the Services and reimbursable costs shall be kept in accordance with recognized accounting principles and practices, consistently applied, and will be made available for the City's inspection at all reasonable times at the places where the same may be kept. The Consultant shall not be required to retain such books and records for more than three (3) years after completion of the Services.
- C. Ownership of Drawings. All plans, drawings, specifications and the like relating to the Services shall be the joint property of the City and Consultant. Upon completion of the Services, or at such other time as the City may require, the Consultant shall deliver to the City five (5) complete corrected sets of drawings and five (5) copies of the Summary Report corrected as of the date of completion of the Project.
- D. Responsibility; Liability.
1. Professional Liability. The Consultant shall exercise in its performance of the Services the standard of care normally exercised by nationally recognized planning and design organizations engaged in performing comparable services. The Consultant shall be liable to the City for any loss, damages or costs incurred by the City for the repair, replacement or correction of any part of the Project which is deficient or defective as a result of any failure of the Consultant to comply with this standard.
 2. Indemnification. The Consultant shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Services provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Project itself) including the loss of use resulting therefrom, and (2) is caused by any negligent act or omission of the Consultant, any subcontractor of the Consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph D.2.
- In any and all claims against the City or any of its agents or employees by any employee of the Consultant, any subcontractor of the Consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph D.2 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- In the event it becomes necessary for either party to bring an action to enforce any provision of this Agreement or to recover any damages either party may incur as a result of the breach of this Agreement, the prevailing party shall pay the other parties reasonable attorney fees as determined by the Court.
- E. Communications. All communications relating to the day-to-day activities for the Project shall be exchanged between the respective Project representatives of the City and the Consultant who will be designated by the parties promptly upon commencement of the Services. All other notices and communications in writing required or permitted hereunder shall be delivered personally to the respective representatives of the City and the Consultant set forth below or shall be mailed by registered mail, postage prepaid, return receipt requested to the parties at their addresses shown herein. Notices hereunder shall be effective three (3) days after mailing.

F. Assignment. The Consultant shall not assign this Agreement in whole or in part, including the Consultant's right to receive compensation hereunder, without the prior written consent of the City; provided, however, that such consent shall not be unreasonably withheld with respect to assignments to the Consultant's affiliated or subsidiary companies, and provided, further, that any such assignment shall not relieve the Consultant of any of its obligations under this Agreement. This restriction on assignment includes, without limitation, assignment of the Consultant's right to payment to its surety or lender.

G. Applicable Laws. This Agreement, and all questions concerning the execution, validity or invalidity, capacity of the parties, and the performance of this Agreement, shall be interpreted in all respects in accordance with the Charter and Code of the City of Westminster and the laws of the State of Colorado.

H. Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto and shall supersede all prior contracts, proposals, representations, negotiations and letters of intent, whether written or oral, pertaining to the Services for the Project.

X. SPECIAL CONDITION

1. DTJ is not speculating with the City on the ultimate success of the Project, and shall be entitled to compensation for its services regardless of the Project outcome.
2. All documents and designs developed by DTJ, whether copyrighted or not, shall be co-owned by the City of Westminster and DTJ and are to be used on the Project only under the terms of this Agreement.

INSURANCE CERTIFICATES REQUIRED BY THIS AGREEMENT SHALL BE SENT TO: MARGO SCHULTZ, PLANNING DIVISION, COMMUNITY DEVELOPMENT DEPT.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the date first appearing above.

DOWNING THORPE JAMES

CITY OF WESTMINSTER

By: _____
Title: _____

By: _____
William Christopher
City Manager

Address:

Address:
4800 West 92nd Avenue
Westminster, CO 80031

ATTEST:

ATTEST:

Title:

Michele Kelley, City Clerk

APPROVED AS TO LEGAL FORM

By: _____
Westminster City Attorney's Office



WESTMINSTER COLORADO

Agenda Memorandum

Date: June 12, 2000

Subject: 1999 Comprehensive Annual Financial Report

Prepared by: Karen Creager, Accountant

Introduction

City Council has received copies of the Comprehensive Annual Financial Report (CAFR) for the year ended December 31, 1999 as prepared by the Finance Department and as examined by *Bondi & Co. LLP*. At this time, the CAFR is submitted to City Council for acceptance.

Policy Issues

An independent audit, at least annually, is required by Section 9.10 of the City's Charter. The annual financial report is also required to be prepared annually by Section 9.10.

Summary

The 1999 CAFR is presented for acceptance by City Council. The 1999 CAFR received an unqualified opinion from *Bondi & Co. LLP*, the City's external auditors. An unqualified opinion indicates the financial data of the City is fairly presented according to generally accepted accounting principles.

Staff Recommendation

Accept the 1999 Comprehensive Annual Financial Report of the City of Westminster as audited by *Bondi & Co. LLP*.

Background

The City Charter requires that an independent audit be conducted at least annually by certified public accountants selected by the City. In addition, the City Manager is required to prepare an annual report of the City, including a financial report. The City's outside auditors, *Bondi & Co. LLP*, performed their examination and expressed an unqualified opinion on the financial statements for the year ended December 31, 1999. This opinion is included as part of the CAFR.

The CAFR is divided into four sections as follows:

1. Introductory Section: Pages 1 through 12 contain the Letter of Transmittal by the City Manager and Finance Director, which describes significant events of the City that occurred during the year and gives a summary of activity for 1999.
2. Financial Section:
 - a) Pages 18 through 31 contain the General Purpose Financial Statements for the various fund types and account groups. These statements provide an overview and broad perspective of the financial position and results of operations for the City as a whole in a standardized, generically labeled format. In addition, they are designed to be "liftable" from the financial section for inclusion in official statements or for widespread distribution.

- b) Pages 33 through 71 contain the Notes to the Financial Statements, which are necessary for a fair presentation of the financial position and results of operations for the City in conformity with generally, accepted accounting principles. The notes are an integral part of the financial statements and include a summary of the City's significant accounting policies.
 - c) Pages 72 and 73 contain Supplementary Information on the Volunteer Firefighter Pension Fund required by the Governmental Accounting Standards Board.
 - d) Pages 75 through 182 provide Combining, Individual Fund and Account Group Financial Statements. They present more detailed information than is presented at the overview level such as individual fund budgetary comparisons and prior year comparative data.
 - e) Pages 184 through 186 contain the Road & Bridge Report required by the State of Colorado.
3. Statistical Section: Pages 188 through 207 contain Ten-year Historical Data and Additional Background on the City.
 4. Single Audit Section: Pages 209 through 219 include reports and schedules Related to Federal Financial Assistance. This information is required by the U.S. government under the provisions of the Single Audit Act of 1984 as amended.
 5. Bond Disclosure Section: This section contains Information Regarding Municipal Bond Disclosure. This disclosure is required by the Securities and Exchange Commission, Rule 15c2-12(b)(5) and is meant to supplement and complement information found other places in the CAFR.

The 1999 CAFR reflects a stable financial position consistent with information supplied to Council on a monthly basis throughout the year. As noted in the auditor's opinion, the CAFR fairly presents 1999 financial activity of the City of Westminster. Consideration by City Council for acceptance of the 1999 CAFR is requested.

Respectfully submitted,

William M. Christopher
City Manager



WESTMINSTER COLORADO

Agenda Memorandum

Date: June 12, 2000

Subject: Councillor's Bill No. 48 Appropriating Brownfields Grant from EPA

Prepared by: Tony Chacon, South Westminster Revitalization Projects Coordinator

Introduction

City Council action is requested to pass the attached Councillor's Bill on first reading appropriating \$100,000 from the Brownfields Site Assessment Pilot Grant to the Department of Community Development budget for the budget year 2000. The \$100,000 appropriation represents the balance of a two-year, \$200,000 grant awarded to the City by the U.S. Environmental Protection Agency (EPA). The City did appropriate the initial \$100,000 in the 1999 budget year.

Summary

As a part of the (EPA) Brownfields Economic Redevelopment Initiative, The City of Westminster applied for a Brownfields Assessment Demonstration Pilot Project Grant in March, 1999. The City was officially awarded the \$200,000 Grant on August 16, 1999. The \$200,000 Grant was provided over a two year period beginning in 1999. The City Council appropriated the first grant installment of \$100,000 in budget year 1999 and needs to appropriate the remaining \$100,000 in 2000.

The Brownfield's project is designed to empower local municipalities to work together with businesses and citizens to promote the sustainable reuse and/or redevelopment of under-utilized and contaminated properties. In accordance with the EPA Cooperative Agreement, the City will use the funds to evaluate the level of contamination or non-contamination of privately and publicly held properties in South Westminster. The focus of the analysis will be primarily related to commercial and industrial areas along 72nd Avenue and the Burlington Northern and Santa Fe railroad tracks. The funds will further be used to develop a palette of tools to assist the City in acquiring property or facilitating redevelopment activity. The funds will not be used for actual clean-up of contaminated property.

Policy Issues

The primary policy issue related to the appropriation of funds for the Brownfields Demonstration Project is whether the City wishes to complete the project approved by the City Council in 1999 using Federal funds. The City accepted the grant from the EPA and has entered into a contract for services with a consulting firm. The Federal funds will provide the remainder of funding for the project.

Staff Recommendation

Pass Councillor's Bill No. 48 on first reading appropriating \$100,000 to the Community Development Department 2000 Budget.

Background Information

EPA defines brownfields as abandoned or under-used commercial facilities where redevelopment is complicated by real or perceived environmental issues. EPA's Brownfields Economic Redevelopment Initiative helps communities revitalize these properties both environmentally and economically and restore economic vitality to these under-used areas.

The EPA Brownfields Initiative achieves this goal by:

- Providing grants for local brownfields assessment pilot projects;
- Clarifying liability and cleanup issues; and
- Building partnerships and outreach among regulatory agencies, municipalities, and the community.

The Brownfields assessment pilot projects are each funded up to \$200,000 over two years. The projects are intended to bring together community groups, investors, lenders, developers and others to address cleaning up properties that may have contamination from the use of hazardous chemicals and preparing these properties for productive re-use.

The Brownfields Grant Funds can be used to conduct property site assessments to determine whether contamination exists, to develop plans for cleanup, and to design the necessary remediation. Funds are also used for public and community involvement activities to explain the assessment and cleanup activities on the properties. Grant funds cannot be used for the actual cleanup of the properties.

Businesses that do not want to be involved with the Brownfields Project do not have to participate. However, this Project potentially can offer:

- tax write-offs for any investment on the part of a participating business, property owner, or development partner;
- lower insurance rates for the current or future owner through participating insurance companies; and,
- indemnification for a new owner of property and lower liability for the property seller.

Based on the associated benefits, the City applied for and received a \$200,000 grant from the EPA. The Westminster City Council did accept the awarded grant on October 11, 1999, at which time \$100,000 was appropriated to the 1999 budget. The City was eligible for the \$100,000 grant balance in 2000. However, due to the timing of the City's budget process, the remaining \$100,000 was not incorporated into the 2000 budget. Accordingly, City Council is being asked to appropriate the remaining grant award into the 2000 budget.

Respectfully submitted,

William M. Christopher
City Manager

Attachment

BY AUTHORITY

ORDINANCE NO.

COUNCILOR'S BILL NO. **48**

SERIES OF 2000

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE INCREASING THE 2000 BUDGET OF THE GENERAL CAPITAL IMPROVEMENT PROJECT FUND AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2000 ESTIMATED REVENUES IN THE FUND

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2000 appropriation for the General Capital Improvement Fund initially appropriated by Ordinance No. 2728 in the amount of \$12,699,851 is hereby increased by \$100,000 which, when added to the fund balance as of the City Council action on June 26, 2000 will equal \$16,434,440. The actual amount in the General Capital Improvement Fund on the date this ordinance becomes effective may vary from the amount set forth in this section due to intervening City Council actions. This increase is due to a grant awarded the City by the Environmental Protection Agency for the Brownfields Assessment Demonstration Pilot Project.

Section 2. The \$100,000 increase in the General Capital Improvement Fund shall be allocated to City Revenue and Expense accounts, which shall be amended as follows:

Description	Current Budget	Increase	Final Budget
REVENUES			
Intergovernmental Federal			
75-0426-000	\$0	<u>\$100,000</u>	\$100,000
Total Change to Revenues		<u>\$100,000</u>	
EXPENSES			
EPA Brownfields Grant Project			
75-30-88-555-535	\$100,000	<u>\$100,000</u>	\$200,000
Total Change to Expenditures		<u>\$100,000</u>	

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

Section 4. This ordinance shall take effect upon its passage after the second reading. This ordinance shall be published in full within ten days after its enactment.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 12th day of June, 2000. PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this ____ day of June, 2000.

ATTEST:

Mayor

City Clerk



WESTMINSTER COLORADO

Agenda Memorandum

Date: June 12, 2000

Subject: Councillor Bill No. 49 re Trash Truck Weight Limits

Prepared by: Sam LaConte, Street Operations Manager

Introduction

City Council action is being requested to pass the attached Councillor's Bill which will repeal subsections (B), (C), and (D) of Section 10-1-13 of the City Municipal Code regarding trash truck weight limits on residential streets.

Summary

The above ordinance was enacted in September 1991 to eliminate asphalt street damage by solid waste collection vehicles with tandem axles. Sharp turns in cul-de-sacs by trucks with tandem axles caused scuffing and rutting of the asphalt, which resulted in major repairs in cul-de-sacs in the northern and western quadrants of the City.

Since the ordinance was originally enacted, the Street Division In-House Asphalt Rehabilitation Program and the Infrastructure Improvements Division Street Improvement Program have reconstructed these cul-de-sacs to a higher design standard and thicker pavement surfaces than the original construction. The scuffing is no longer occurring and is no longer a contributing street repair and maintenance factor.

Policy Issues

Should the City change its policy on trash truck load limits on residential streets, in view of new, long-term street construction standards?

Staff Recommendation

Pass Councillor's Bill No. 49 on first reading repealing subsections (B), (C), and (D) of Section 10-1-13 of the City's Municipal Code that regulates the use of tandem solid waste vehicles on residential streets.

Alternative

Do not repeal subsections (B), (C), and (D) of Section 10-1-13 of the Municipal Code and continue to have an ordinance that is not currently applicable nor necessary.

Background

Prior to 1991, the Street Division received numerous calls from residents living on cul-de-sacs complaining that the trash trucks were buckling the asphalt in front of their houses causing a hazardous safety condition. Responding to these street repairs, put an extra workload on Street Maintenance crews which resulted in the City adopting the current ordinance.

Several meetings with solid waste haulers management and City Staff were held to discuss a solution to these problems and reduce residential street trash truck traffic. Options included the possibility of franchising the whole City, franchising the City in quadrants to reduce the number of trucks on City streets or reduce the size and weight of the trucks. It was determined that the limiting of tandem solid waste vehicles on residential streets would solve the rutting and scuffing of asphalt in cul-de-sacs. The ordinance limiting tandem axle trucks, however, has been difficult to enforce, due to the isolated, remote locations of most cul-de-sacs. It has been a problem and concern of the trash hauling businesses who operate in Westminster.

No other municipality in the Denver Metro area has this type of restriction on solid waste collection vehicles. This action does not change the gross weight of vehicles and loads as prescribed in Section 507 of the Model Traffic Code and does not change the solid waste pick up days within the City that restricts pick up days to Mondays, Thursdays, and Fridays. Staff believes the prohibition served its purpose, but is no longer warranted.

Respectfully submitted,

William M. Christopher
City Manager

Attachment

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **49**

SERIES OF 2000

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE AMENDING TITLE 10, CHAPTER 1, SECTION 13 OF THE WESTMINSTER MUNICIPAL CODE PERTAINING TO TRASH TRUCK WEIGHT LIMITS ON RESIDENTIAL ROADS

THE CITY OF WESTMINSTER ORDAINS:

Section 1. Title 10, Chapter 1, Section 13 of the Westminster Municipal Code is hereby amended as follows:

10-1-13: GROSS WEIGHT OF VEHICLES AND LOADS

(A) No vehicle or combination of vehicles shall be moved or operated on any highway or bridge when the gross weight thereof exceeds the limits specified below:

1.(a) The gross weight upon any one axle of a vehicle shall not exceed the limits prescribed in section 507 of the Model Traffic Code.

(b) Subject to the limitations prescribed in section 507, the gross weight of a vehicle having two axles shall not exceed thirty-six thousand pounds.

(c) Subject to the limitations prescribed in section 507, the gross weight of a single vehicle having three or more axles shall not exceed fifty-four thousand pounds.

2. Subject to the limitations prescribed in section 507, the maximum gross weight of any vehicle or combination of vehicles shall not exceed that determined by the formula W equals $1,000(L + 40)$, W = gross weight in pounds, L = the length in feet between the centers of the first and last axles of such vehicle or combination of vehicles, but in computation of this formula no gross vehicle weight shall exceed eighty-five thousand pounds. For the purposes of this section, where a combination of vehicles is used, no vehicle shall carry a gross weight of less than ten percent of the overall gross weight of the combination of vehicles; except that these limitations shall not apply to specialized trailers of fixed public utilities whose axles may carry less than ten percent of the weight of the combination. The limitations provided in this section shall be strictly construed and enforced.

3. Notwithstanding any other provisions of this section, except as may be authorized under section 510, no vehicle or combination of vehicles shall be moved or operated on any highway or bridge which is part of the national system of interstate and defense highways, also known as the interstate system, when the gross weight of such vehicle or combination of vehicles exceeds the following specified limits:

(a) Subject to the limitations prescribed in section 507, the gross weight of a vehicle having two axles shall not exceed thirty-six thousand pounds.

(b) Subject to the limitations prescribed in section 507, the gross weight of a single vehicle having three or more axles shall not exceed fifty-four thousand pounds.

(c) 1. Subject to the limitations prescribed in section 507, the maximum gross weight of any vehicle or combination of vehicles shall not exceed that determined by the formula $W = 500 [(LN/N-1) + 12N + 36]$.

2. In using the formula in sub-subparagraph 1. of this subparagraph (c), W equals overall gross weight on any group of two or more consecutive axles to the nearest 500 pounds, L equals distance in feet between the extreme of any group of two or more consecutive axles, and N equals number of axles in the group under consideration; but in computation of this formula no gross vehicle weight shall exceed eighty thousand pounds, except as may be authorized under section 510.

(d) For the purposes of this section, where a combination of vehicles is used, no vehicle shall carry a gross weight of less than ten percent of the overall gross weight of the combination of vehicles; except that this limitation shall not apply to specialized trailers whose specific use is to haul poles and whose axles may carry less than ten percent of the weight of the combination.

~~(B) Tandem axle solid waste collection vehicles shall be prohibited on residential streets.~~

~~(C) Vehicles equipped with lift axles are required to meet weight restrictions as defined within the Model Traffic Code applicable to two-axle vehicles.~~

~~(D) "Residential street" means any area zoned residential under Title XI of this Code, or designated as a residential area in the Official Development Plan for any Planned Unit Development or a residential district as defined in section 10-1-12(A)(7) of this Code.~~

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 12th day of June, 2000.

PASSED AND ADOPTED on second reading this day of June, 2000.

ATTEST:

Mayor

City Clerk



**WESTMINSTER
COLORADO**

Agenda Memorandum

Date: June 12, 2000
Subject: Carroll Butts Park Contract Maintenance Agreement
Prepared by: Richard Dahl, Park Services Manager

Introduction

City Council action is requested to award the bid for a Landscape Maintenance Agreement for maintaining Carroll Butts Park to Grass Roots 2000 in the amount of \$36,345. Funds have been specifically allocated and are available in the 2000 Parks, Recreation and Libraries budget for this expenditure.

Summary

As part of the Sun Microsystems Ice Centre intergovernmental agreement (IGA) between the City of Westminster and the Hyland Hills Park and Recreation District, the City became half owner of Carroll Butts Park, located at 95th Avenue and Raleigh Street. This facility consists of 30 acres of parkland, eight athletic fields, tennis courts, playground, swimming pool, parking lot, irrigation pond, restroom/concession building, and the old Hyland Hills Ice Arena. Because of the IGA with Hyland Hills, the Westminster Parks, Recreation and Libraries Department is responsible for half of the maintenance costs for this park site.

During the 2000 budget process, Staff estimated the maintenance costs for Carroll Butts Park to be \$2,000/acre (\$60,000) per year. Based on this, Staff requested, and Council approved, the expenditure of \$30,000 for the City's share of the yearly maintenance of Carroll Butts Park.

Based on several public meetings attended by the Department of Parks, Recreation and Libraries Staff, it is apparent that participants in these meetings have not been satisfied with the level of maintenance performed at Carroll Butts Park over the past several years. Consequently, City Staff and the Hyland Hills Park and Recreation District have negotiated an equitable distribution of maintenance responsibilities that addresses the areas of concern that are to be incorporated into an Intergovernmental agreement (IGA) between the two agencies.

The City's Park Services Staff has determined that using an outside contractor is the best alternative to handle its share of the maintenance responsibilities for Carroll Butts Park. Hyland Hills will continue to use their staff and resources to maintain their designated responsibilities in the park.

Written bids were solicited from two contractors, one of which is the Department's current low bid landscape maintenance contractor (Schultz Industries, Inc.) and the second is with Mr. Jim Mueller, a former employee of the City who has formed his own company (Grass Roots 2000) and has exceptional expertise in turf and sports field maintenance:

Grass-Roots 2000	\$ 36,345
Schultz Industries, Inc.	\$ 51,010

The low bid, from Grass Roots 2000 meets all the City's specifications and is a good bid. Reference checks and previous work background knowledge are acceptable for this type of maintenance. The amount bid, \$36,345, is slightly higher than funding approved for this maintenance in the 2000 Budget, but savings in other park maintenance contractual accounts will be made to offset the additional costs.

Richard Dahl, Park Services Manager, will be inspecting all work performed by the contractor to ensure compliance with the maintenance standards specified in the Landscape Maintenance Agreement.

Policy Issue

Does the City want to have a landscape maintenance contract for Carroll Butts Park?

Staff Recommendation

Authorize the City Manager to sign a landscape maintenance contract with Grass Roots 2000 in the amount of \$ 36,345 and charge the expense to the appropriate 2000 Parks, Recreation and Libraries account.

Alternatives

1. City Council could elect to not accept private contractor maintenance and use the available funds to hire City Staff to maintain the designated areas. Staff does not recommend this alternative because of the current difficulty in hiring qualified full and part-time staff. In addition, supplying the necessary job-related equipment would exceed the approved funding level.
2. Require Staff to re-bid the maintenance contract to insure the lowest possible price is achieved. Staff does not recommend this alternative due to the limited time frame involved for Spring maintenance and the up coming Little League baseball season. It is also unlikely that a lower bid could be achieved with the service level being demanded by citizen comment and recommended by Staff.

Background

The following yearly maintenance tasks will be the responsibility of the City of Westminster based on an IGA currently being developed between the City and Hyland Hills Parks and Recreation District. The IGA will be presented to Council at a later date once it is presented to and reviewed by the City Attorney's Office. However, the agreement with the contractor needs to be in place for the start of the maintenance season:

- Mowing of all landscaped areas
- Trimming (grass)
- Trash pick up on a daily basis (this work will be shared during certain times of the year)
- Weed control
- Aeration
- Sportsfield layout
- Fertilization
- Baseball infield preparation (twice/year)
- Graffiti control (shared)

Hyland Hills will be required to perform the following responsibilities

- Interior and exterior maintenance of the Ice Arena
- Maintenance of the restroom and concession stand
- Irrigation operation and maintenance
- Water quality control of the irrigation pond
- Swimming pool operation and maintenance
- Graffiti control (shared)
- Trash pickup (shared during certain times of the year)
- Parking lot maintenance and repair
- Tennis court upkeep
- Playground equipment maintenance and repair

Additional maintenance materials necessary to keep the park in satisfactory condition will be cost shared equally by both agencies. Examples of such items would include tennis nets, baseball in-field mix, sand, playground repairs, etc.

Respectfully submitted,

William M. Christopher
City Manager

Attachment: Location Map



WESTMINSTER COLORADO

Agenda Memorandum

Date: June 12, 2000

Subject: Carroll Butts Park Maintenance Intergovernmental Agreement

Prepared by: Richard Dahl, Park Services Manager

Introduction

City Council action is requested to authorize the City Manager to sign the Intergovernmental Agreement (IGA), between the City of Westminster and the Hyland Hills Park and Recreation District for joint maintenance of Carroll Butts Park.

Summary

As part of the Sun Micro System Ice Arena IGA between the City of Westminster and the Hyland Hills Parks and Recreation District, the City became half owner of Carroll Butts Park. This facility consists of thirty (30) acres of parkland, eight (8) athletic fields, tennis courts, playground, swimming pool, parking lot, an irrigation pond, a restroom/concession building, and the former Hyland Hills Ice Arena.

Staff members from the City of Westminster and Hyland Hills Park and Recreation District have successfully negotiated the details of an IGA for the maintenance of Carroll Butts Park that equally distributes the maintenance responsibilities for this facility between the two agencies.

Alternatives

City Council could elect not to enter into an agreement with Hyland Hills Park and Recreation District for the maintenance of Carroll Butts Park and give the money designated in the 2000 Park Services budget to Hyland Hills to offset their operating costs. Staff does not recommend this alternative because it does not adequately address the needs expressed by the citizens in public meetings held on the City involvement at Carroll Butts Park.

Policy Issue

Whether the City wants to enter into an Intergovernmental Agreement with Hyland Hills Park and Recreation District, equally distributing the maintenance responsibilities for Carroll Butts Park.

Staff Recommendation

Approve the Intergovernmental Agreement between the City of Westminster and Hyland Hills Park and Recreation District for the maintenance of Carroll Butts Park and authorize the City Manager to sign this agreement.

Background Information

Staff from the City of Westminster and the Hyland Hills Park and Recreation District have identified the following yearly maintenance tasks for each agency:

City of Westminster

Hyland Hills

All landscape and turf maintenance
Trash pick up (Mar-Dec)
Athletic field preparation

Facility maintenance (buildings/swimming pool)
Water quality for the irrigation pond/irrigation management
Utility costs for irrigation
Tennis court and playground maintenance
Trash pick up (Jan-Feb)

The estimated cost for the City's portion of this maintenance agreement is \$37,000 per year and has already been budgeted in the 2000 and 2001 Budgets. The cost for the Hyland Hills' portion is also approximately \$37,000. The agreement also allows the City Manager and the Executive Director of Hyland Hills Park and Recreation District, or their designees, to develop and establish rules and procedures to implement, clarify, or in any other manner carry out the purposes and intent of the agreement.

The IGA is ongoing from year to year but may be terminated for any reason effective the 31st day of December of any year by giving notice in writing of its intent to so terminate on or before September 1 of that year.

Respectfully submitted,

William M. Christopher
City Manager

Attachment

INTERGOVERNMENTAL AGREEMENT
FOR JOINT MAINTENANCE OF FACILITIES
BETWEEN
HYLAND HILLS PARKS AND RECREATION DISTRICT
AND
CITY OF WESTMINSTER
FOR
CARROLL BUTTS PARK

THIS AGREEMENT is made and entered into this _____ day of _____, 2000, by and between, Hyland Hills Parks and Recreation District State of Colorado, (The "District") and the CITY OF WESTMINSTER, COLORADO, a municipal corporation (the "City").

WHEREAS, the parties are authorized by the Colorado Constitution, Article XIV, Section 18, and C.R.S., Section 29-1-201, et seq., to enter into cooperative agreements to provide to each other any function, service, or facility lawfully authorized to each of them; and

WHEREAS, the parties provide for the maintenance of Carroll Butts Park located at 95th Avenue and Raleigh Street, Westminster, Colorado; and

WHEREAS, the parties desire to minimize duplication of land and facilities in order to use tax resources in an economic and efficient manner; and

WHEREAS, the parties wish to share certain land and facilities to enhance recreational facilities and opportunities for the recreational opportunities for the general public; and

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

A. MAINTENANCE RESPONSIBILITIES FOR THE CITY AND THE DISTRICT

1. The following yearly maintenance tasks will be the responsibility of the City:
 - (a) Mowing of all landscaped areas
 - (b) Trimming (grass)
 - (c) Trash pickup on a daily basis from March 1 to December 31
 - (d) Weed control
 - (e) Aeration
 - (f) Sports field layout (once per season) to include ball fields, soccer and related athletic field sports
 - (g) Fertilization as determined by park operations staff
 - (h) Baseball infield preparation (twice per year) to include cultivating the infield mix, adding material and leveling
 - (i) Trail maintenance and repair

2. The following yearly maintenance tasks will be the responsibility of the District:
 - (a) Interior and exterior maintenance of the ice arena
 - (b) Maintenance (daily cleaning during the season) and repair of the restroom and concession stand
 - (c) Water quality control of the irrigation pond
 - (d) Trash pick up from January 1 through February 29

- (e) Parking lot maintenance to include grading of the parking lot once a month and applications of calcium chloride or other approved material to keep the dust down
 - (f) Tennis court maintenance
 - (g) Playground maintenance
 - (h) Irrigation operation, maintenance, and repair
 - (i) Utility costs (water and electricity) to provide irrigation water
 - (j) Swimming pool operation and maintenance
3. The following maintenance tasks are to be shared equally by both agencies in funding and labor responsibilities:
- (a) Graffiti control
 - (b) Additional maintenance materials to keep the park in satisfactory condition, i.e. tennis nets, baseball in-field mix, sand, playground repairs, and fencing repairs. Unscheduled, unexpected, or emergency maintenance repairs.

B. SUPERVISION AND MANAGEMENT

1. The City shall be responsible for the supervision and management of its tasks and the District shall be responsible for supervision and management of its tasks as detailed in this Agreement.
2. Once each month, the City and the District maintenance personnel shall jointly inspect the condition of the park and facilities to ensure that each party's standards are maintained.
 - (a) The City agrees to report to the District any damage to Carroll Butts Park as soon as the problem is discovered.
 - (b) Each party hereto shall be responsible for the repair/replacement of any damages to real or personal property resulting from activities directly supervised by said party. The cost of repair/replacement of damaged real or personal property resulting from any other cause shall be shared equally between the parties.
3. The District will be responsible to schedule and coordinate the use of all athletic fields with the appropriate leagues and sports organizations. Once the schedules are established, a written program schedule will be shared with the City so that routine or planned maintenance operations can be coordinated. The City's recreation soccer program will be given first priority in scheduling of the soccer fields.
4. All signage used at the Park shall conform to City of Westminster sign codes and shall be mutually agreed to by the parties hereto.

C. CAPITAL IMPROVEMENTS

- 1) The City and the District shall mutually agree on any capital improvements to the park and shall mutually agree on sharing in the capital improvement costs. One or both entities may be allowed to substitute "in-kind" contributions to offset cash contributions by the other, if mutually agreed upon.

D. INSURANCE AND INDEMNIFICATION

1. The parties agree to cooperate with each other in the investigation and management of any claims, brought by any third party, against them or either of them.
2. District shall indemnify and hold harmless City, to the extent permitted by law, from any claims or cause of action for damages to property of third parties or for injury or death arising out of participation by said third parties in any activity directly supervised by the District.
3. City shall indemnify and hold harmless District, to the extent permitted by law, from any claims or cause of action for damages to property of third parties or for injury or death arising out of participation by said third parties in any activity directly supervised by the City.
4. Each party shall provide to the other party evidence of comprehensive general liability insurance or an adequate general liability insurance fund. Each party shall maintain workers compensation insurance as required by state statute.
5. Nothing in this section shall be construed as a waiver of any of the rights or protections the City or the District may have under the Colorado Governmental Immunity Act or the Colorado Constitution.

E. MISCELLANEOUS PROVISIONS

1. The term of this Agreement shall commence on the date this Agreement has been executed by both parties hereto and shall terminate, unless otherwise extended, on the 31st day of December 2005. This Agreement shall automatically be extended for an additional one-year at the end of each calendar year unless either party shall give to the other, by no later than September 1 of the current year, written notice of its intent not to extend this Agreement for said additional year.
2. Notwithstanding Paragraph 1, above, if either party shall fail to annually appropriate funds sufficient to carry out its respective duties and obligations hereunder, either party may terminate this Agreement upon thirty (30) days written notice to the other party. Upon termination of the Agreement pursuant hereto, neither party shall have any further obligation hereunder.
3. Either party may terminate this Agreement for any reason effective the 31st day of December of any year by giving notice in writing of its intent so to terminate on or before September 1 of that year.
4. The City Manager and the Director of the Hyland Hills Park and Recreation District, or their designees, may, if they deem it advisable, develop and establish rules and procedures to implement, clarify, or in any other manner carry out the purposes and intent of this agreement.
5. It is the intention of the parties that the provision of the Agreement shall be re-negotiated as need arises. Representatives of the parties will meet annually, prior to November 1st, of each year to consider any amendments to the Agreement.

6. The allocation of responsibilities in paragraphs 1 and 2 of Section A, may be re-allocated by agreement of the representatives of the parties without further action by the governing bodies of the parties.

IN WITNESS WHEREOF, the authorized representatives of the parties sign below:

CITY OF WESTMINSTER

4800 West 92nd Avenue
Westminster, CO 80031

By: _____

By: _____

Attest:

Attest:

City Clerk

Approved as to Legal Form:

City Attorney



WESTMINSTER
COLORADO

Agenda Memorandum

Date: June 12, 2000

Subject: Resolution No. 44 Re Adoption of Mile High Compact

Prepared by: Bill Christopher, City Manager

Introduction

City Council is requested to formally act on the final draft of the Mile High Compact agreement, which has been completed by Denver Regional Council of Government (DRCOG) members. The purpose of the Mile High Compact is to further strengthen the Metro Vision 2020 Plan and at the same time establish commitments from DRCOG members on comprehensive land use planning, growth management provisions, and further strengthen the commitment to the Urban Growth Boundaries as set forth in the Metro Vision 2020 Plan.

Summary

Leadership within the DRCOG initiated a process, which has produced the attached Intergovernmental Agreement known as the Mile High Compact. This document addresses growth management provisions for the Denver metropolitan region and commits member organizations to working collaborative within prescribed land use planning procedures, standards, and growth boundaries.

The Compact provides a strengthened tool for member governmental entities to address the growth pressures being experienced in the Denver metropolitan region, while at the same time committing to working cooperatively with each other and provide logical growth within their respective jurisdictions and at the same time honoring the Metro Vision 2020 Growth boundary. Adoption of the Mile High Compact would provide assurance to the general public residing within the region that growth management tools and practices would either be continued if already in place or implemented if not currently in existence, and assures where growth is to take place that it will be of a quality nature which meets a wide variety of master plans of the respective governmental entities, i.e. transportation plan, parks and recreation master plan, water and wastewater master plans and the like.

Alternatives

1. Reject adopting the Mile High Compact Intergovernmental Agreement, thus not participating in the regional endeavor to champion planned growth and development throughout the Denver metropolitan region. Staff would recommend against this as it is thought to be counter productive to responsible local government policy making and would likely encourage more initiatives at the local and/or state level, which could be onerous to City Council's goals and policies.
2. Defer action on the Mile High Compact to some undetermined future date. Staff would recommend against this approach as it is time sensitive to demonstrate to the public the commitment of local governments throughout the Denver metropolitan area regarding growth constraints and improving planned growth and development.

Policy Issues

The key policy issue surrounding adoption of the Mile High Compact focuses on regional growth and the willingness of member organizations within the DRCOG to commit to a cooperative and collaborative endeavor throughout the Denver metropolitan region.

The Compact commits those entities which approve the agreement to utilizing a variety of prudent and sound planning mechanisms to assure logical and responsible growth while at the same time recommitting to upholding the Metro Vision 2020 Growth Boundary.

Staff Recommendation

Adopt Resolution No. 44 authorizing the Mayor and City Clerk to sign an Intergovernmental Agreement for the Mile High Compact in support and encouragement of planned growth and development in the Denver metropolitan region.

Background

With the significant growth and stimulated economy in the Denver Metropolitan region, there is a growing concern about the pace, amount and quality of development. There were numerous unsuccessful legislative initiatives introduced in the last session of the State Legislature that would have addressed growth constraints, growth management and the like. Citizens have expressed themselves in the various governmental entities located throughout the Denver metropolitan region about their growing concerns with increased traffic and other resulting affects of the pace of growth and development throughout the area. An initiative was launched within DRCOG to come together as a group of responsive governmental entities to agree to a set of fundamental commitments and provisions, which address responsible growth and development in the region. These basic principles have been developed over several drafts of what has been entitled the "Mile High Compact". City Council has reviewed on two separate occasions different drafts of the Compact as the drafting efforts progressed. The attached document is the final draft that has been circulated by DRCOG Staff.

Fundamentally, the Compact commits the signatory agencies to the following key provisions:

- ◆ Commit to the Metro Vision 2020 Plan, as well as the Metro Vision 2020 Growth Boundary.
- ◆ Commits the entity to using comprehensive/master plans as strategic tools in addressing growth, service areas, provision of adequate municipal infrastructure i.e. utility capacities, park development, open space, economic development, and transportation/transit.
- ◆ The Comprehensive/Master Plan approval process calls for an inclusive public participation process.
- ◆ The local entity commits to cooperating and coordinating its plans with neighboring and overlapping governmental entities.
- ◆ It commits the local entity to entering into additional intergovernmental agreements as needed to address discrepancies and/or inconsistencies at the jurisdictional boundaries or any other planning or coordination matters.
- ◆ The agreement calls for individual communities to pursue dispute resolution processes when needed.
- ◆ The agreement calls for an annual joint evaluation of the effectiveness of the processes contained within the Compact and to propose any necessary amendments.
- ◆ Any entity wishing to withdraw from the agreement would be required to notify DRCOG by April 1st in any given year with the action to be effective by the following January 1st.

The City of Westminster has the various components of the comprehensive/master plan as described in the Compact document already in place. These components are found in a variety of documents, which have previously been approved by City Council. These plans would include such key documents as the Comprehensive Land Use Plan, Roadway Master Plan, Parks and Recreation Master Plan, Trail Development Plans, Water and Wastewater Master Plans, and a City Open Space Program.

It is Staff's assessment that it should be "comfortable" for City Council to commit to the Mile High Compact. The reason for this assessment is reflected in the planning tools that the City has used for a number of years, the adoption of the Comprehensive Land Use Plan in the summer of 1997, the growth management philosophy that has been in place since the late 1970's, the Council's previous commitment to the Metro Vision 2020, and the Council's belief in quality development.

Staff believes that it is important for the City of Westminster to be a participant in the Mile High Compact. While it is doubtful that every single member within DRCOG will "step up to the plate" and adopt the intergovernmental agreement (IGA), it is important that local government officials demonstrate to the public that there are mechanisms available or already in place that will govern and manage the growth in the Denver metropolitan region. Without such a demonstration and commitment, local or state-wide ballot initiatives curtailing growth and dictating terms that usurp local elected official decision making will grow and likely prosper.

Respectfully submitted,

William M. Christopher
City Manager

Attachment

RESOLUTION

RESOLUTION NO. 44

INTRODUCED BY COUNCILLORS

SERIES OF 2000

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK OF THE CITY OF WESTMINSTER TO SIGN AN INTERGOVERNMENTAL AGREEMENT FOR THE MILE HIGH COMPACT IN SUPPORT AND ENCOURAGEMENT OF PLANNED GROWTH AND DEVELOPMENT IN THE DENVER METROPOLITAN REGION

WHEREAS, the cities and counties in the Denver metropolitan region have long recognized that planned growth and development is fundamentally essential in resolving issues which affect neighboring jurisdictions and the region; and

WHEREAS, the Metro Vision 2020 Plan provides a regional framework for local decisions pertaining to growth and development within the Denver metropolitan region which was established by the Denver Regional Council of Governments of which the City of Westminster is a member; and

WHEREAS, the City Council of the City of Westminster recognizes the benefits to the City of Westminster as well as the region and accordingly desires to voluntarily and collaboratively enter into an intergovernmental agreement that illustrates its commitment to support consistent and coordinated comprehensive plans and master plans which in turn provide for orderly growth and development of the region; and

WHEREAS, it is the responsibility of elected officials of the governmental entities within the Denver Regional Council of Governments to provide leadership and take the initiative in addressing this significant regional issue of growth, development and sprawl; and

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

Section 1 – That the City Council is in full support of meaningful regional planning through local decision making and cooperative efforts as demonstrated via intergovernmental agreements and authorizes the Mayor and City Clerk of the City of Westminster to execute the Mile High Compact Intergovernmental Agreement.

PASSED AND ADOPTED THIS 12th day of June, 2000.

ATTEST:

Mayor

City Clerk



WESTMINSTER
COLORADO

Agenda Memorandum

Date: June 12, 2000
Subject: Resolution No. 45 re Revisions to Council Rules and Procedures
Prepared by: Michele Kelley, City Clerk

Introduction

City Council action is requested to adopt the attached Resolution, which amends the Council Rules and Procedures pertaining to several amendments which a majority of City Council agreed to pursue. This Resolution also adds the Council Travel Policy to the Council Rules and Procedures document.

Policy Issues

Should the City increase the cash advance limit for travel to Councillors from \$100 to \$200 and other procedural changes to the Council Rules and Procedures document.

Summary

At the April 1st City Council Retreat, City Council discussed several procedural changes to the Council Rules and Procedures and the Travel Policy relevant to City Council.

One of the proposed changes would be to increase the cash advance limit from \$100 per individual request to \$200 per request. This change reflects the rising costs associated with travel.

As agreed upon by the majority of Council, these changes have been made and are reflected in the attached Resolution amending the Council Rules and Procedures document.

Staff Recommendation

Waive the prior written submittal requirement found in Part VII, Section 9 of the Council Rules and Procedures regarding the proposed changes contained in Resolution No. 45 and adopt Resolution No. 45 revising the Council Rules and Procedures as outlined.

Background Information

The current City Council Travel Policy was adopted in March, 1994 and City Council recently reviewed this document and the Council directed Staff to prepare the above stated revisions. The changes to this document reflect the rising costs associated with travel expenditures.

The other changes outlined in capital letters and/or strike through are procedural matters involving appointment of Councillors to internal and external liaison assignments and City Council seating arrangement in the Council Chambers.

Finally, a new procedure which Council previously discussed about individuals wishing to speak at Council meetings has been included. New forms have been created to facilitate individuals signing up to speak.

Respectfully submitted,

William M. Christopher
City Manager

Attachment

RESOLUTION

RESOLUTION NO. **45**

INTRODUCED BY COUNCILLORS

SERIES OF 2000

A RESOLUTION AMENDING THE COUNCIL RULES AND PROCEDURES

WHEREAS, Chapter VII of the City Charter provides for the procedure and miscellaneous powers and duties of the City Council; and

WHEREAS, The City Council is entrusted with conducting the business of the City in a manner which will be most advantageous to the citizens and voters thereof.

NOW THEREFORE, be it resolved that the City Council of the City of Westminster, hereby adopts the following revision to the Council Rules and Regulations.

PART II – COUNCIL PROCEDURE

2 D. Citizens Communication: Although written notification of a citizen's intent to speak is not required, citizens may submit informational material. Copies of this material must be received by the City Clerk before 5:00 P.M. Tuesday prior to the Council Meeting if it is to be distributed with City Council Agenda Packets and listed on the agenda. Citizens listed on the agenda under "5 Citizens Communication" will be allowed a maximum of five minutes to speak. Citizens wanting to make a presentation of more than five minutes and citizens not listed on the agenda will be allowed to speak under "12 Citizen Communication and Miscellaneous Business". EACH SPEAKER WILL BE REQUIRED TO FILL OUT A "CITIZEN COMMUNICATION FORM" INDICATING THAT THEY WISH TO COMMENT ON AN ITEM NOT LISTED ON THE AGENDA. THE PRESIDING OFFICER SHALL ORGANIZE THE CITIZEN COMMUNICATION FORMS AND CALL UPON EACH SPEAKER AT THE APPROPRIATE TIME.

PART VI - COMMITTEES

1. **COMMITTEES - HOW APPOINTED:** The COUNCIL ~~Mayor~~ shall appoint from time to time such special or select committees ~~as in his/her discretion deems desirable, or~~ as may be desired by the Council to expedite the handling of the business and affairs of the City. The COUNCIL ~~Mayor~~ shall appoint the member who is to serve as Chairperson of the committee.

3. **SECRETARY TO COMMITTEES:** The Clerk or a designated assistant shall act as secretary to special committees as directed by the ~~Mayor~~ COUNCIL.

PART VII - MISCELLANEOUS

9. **AMENDMENT TO RULES:** These rules may be amended or new rules adopted by a majority vote of all member of Council. Any such alterations or amendments SHALL BE ADOPTED BY RESOLUTION. ~~shall be submitted in writing at the preceding regular meeting and shall be placed on the agenda under the order of new business. This requirement shall be waived only by unanimous consent of all member of Council.~~

10. **SEATING ARRANGEMENT:** Members shall occupy the respective seats in the Council Chamber ~~assigned to them by the Mayor~~ AS THEY SHALL AGREE, OR AS DETERMINED BY MAJORITY VOTE.

22. 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.

The following statement shall be read by the Chair at the outset of the public hearing:

We welcome your input. Because we will strive to proceed through the public hearing in a timely manner, we require that all persons observe the following rules with respect to comments and testimony:

When you are recognized to speak, approach the podium, state your name and address for the record. All comments and testimony shall be made from the podium, no comments or testimony shall be shouted from the audience.

Comments and testimony are to be directed to the Chair. Dialogue and inquiries from the person at the podium to members of Staff or the seated audience is not permitted. Inquiries which require Staff response will be referred to Staff by the Chair through the City Manager.

It is our desire to give everyone an opportunity to speak and be heard in a timely manner and within an atmosphere of respect and diplomacy. These rules are meant to foster that atmosphere. Thank you for your cooperation, and we look forward to hearing your comments. (Res 84, 1997)

23. NON-LAND USE PUBLIC HEARINGS, THE FOLLOWING RULES SHALL APPLY:

Persons 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. may do so whether in favor or opposed. No specified order of those in favor or in opposition will be used.

The presiding officer shall conduct the hearing in such manner as to provide for freedom of speech and expression of opinion of all persons speaking, subject only to the limits of courtesy and respect to other persons and their opinion as long as the subject is related to the public hearing notwithstanding the presiding officer has the authority to limit debate to a reasonable length of time to be equal for both positions.

Any person speaking may be questioned by members of Council or by the City Administration.

The presiding officer shall rule upon all disputed matters of procedure, unless, on motion duly made, he is overruled by a majority vote of Council members present.

26. WESTMINSTER CITY COUNCIL TRAVEL POLICY

The Travel Policy of the Westminster City Council, as it relates to Councillors and their spouses, is hereby updated to read as follows:

EXPENSE COVERAGE

City Council ~~has established an informal policy whereby out of state travel expenses should not exceed \$3,000 + inflation for any given year.~~ WILL ESTABLISH OUT OF STATE TRAVEL EXPENSES FOR ALL COUNCIL MEMBERS AS PART OF THE BUDGET ADOPTION EACH YEAR. ~~The limit for the Mayor and Mayor Pro Tem is \$3,500 + inflation each year.~~

Transportation: Normally, out-of-City travel shall be by commercial airline. Air coach and special rates shall be utilized whenever possible. If driving to a conference, using your personal car, Councillors can be reimbursed at the PER MILE rate ~~of \$.30 per mile~~ IN EFFECT FOR EMPLOYEES. However, the total reimbursement shall not exceed the amount that would have been expended if the Councillors had used available airline service and economical ground transportation to the conference. Full reimbursement shall be made for round trip transportation for the Councillors' travel expense. ~~Airfare or other commercial means of transportation for the Council member's spouse shall be paid directly by the Council member without any use of City funds.~~

Lodging: Lodging shall be fully reimbursable. If attending a formal conference, lodging will normally be at the conference or headquarters hotel, or comparable facilities which are nearby. If the Councillor's spouse is attending the conference, the Councillors shall be responsible for the differential on the daily room rate for double occupancy.

Meals: All meal expenses shall be fully reimbursable for the Councillor during the conference or out-of-town meeting. HOWEVER, NO REIMBURSEMENTS WILL BE MADE FOR MEALS INCLUDED IN THE REGISTRATION FEE.

Miscellaneous Expenses: Generally, any reasonable business expense incurred because a COUNCILLOR Council member is traveling for the City ~~can be an allowable expense. All such expenses~~ shall be fully reimbursable.

Travel With Spouse: If COUNCILLORS Council members are attending a conference where it is common for the spouse to accompany, and which has a program for the spouse, ~~then~~ the spouse conference registration will be reimbursable. All other expenses of the spouse will be the personal expense of the Council member COUNCILLOR.

CASH ADVANCES/RECEIPTS

Council members may draw a ~~maximum~~ cash advance of \$100 from the City Finance Department in anticipation of expenses to be incurred , OR, AS AN ALTERNATIVE, COUNCILLORS MAY CHARGE THE EXPENSE TO THEIR CITY ISSUED CREDIT CARD. NO CASH ADVANCE WILL EXCEED \$200 PER INDIVIDUAL REQUEST. NO CASH ADVANCES WILL BE PROCESSED UNLESS EXPENSE REPORTS FROM ALL PREVIOUS TRIPS INVOLVING CASH ADVANCES AND CREDIT CARE PURCHASES HAVE BEEN CLEARED. ANY OUTSTANDING EXPENSE ADVANCE/CREDIT CARD PURCHASES NOT CLEARED BEFORE THE COUNCILLOR'S TERM EXPIRES WILL BE WITHHELD FROM THE FINAL PAYCHECK OF THE COUNCILLOR. ~~Upon return from the trip, each Council member is required to file a report for all trip related expenses on the Record of Expenditure Travel and Conference form. The reporting Council member shall submit the completed required form within two (2) weeks upon return from the conference or out of town meeting. The completed form is to be submitted to the City Manager's office for processing. Receipts for major expense items are to be attached to the form. Major expense items would include conference registration fees, hotel bills, airline tickets, car rental, etc. In the event Council members travel as a group, occupancy in the same hotel and/or having meals together, a claim covering all expenses for all members may be filed in lieu of individual accounting.~~

EXPENSE REPORTS

COUNCILLORS SHALL FILE A REPORT FOR ALL TRIP RELATED EXPENSES WITHIN TWO WEEKS UPON RETURN FROM THE TRIP. THE COMPLETED EXPENSE REPORT SHALL BE SUBMITTED TO THE CITY MANAGER'S OFFICE FOR PROCESSING. RECEIPTS FOR EXPENSES OF \$25.00 AND GREATER SHALL BE ATTACHED TO THE FORM.

THE MAYOR SHALL APPROVE EXPENSE REPORTS OF COUNCILLORS. THE FINANCE DEPARTMENT SHALL AUDIT THE EXPENSE REPORT FOR MATHEMATICAL ACCURACY.

IN THE EVENT COUCILLORS TRAVEL AS A GROUP, OCCUPY THE SAME HOTEL AND/PR HAVE MEALS TOGETHER, A CLAIM COVERING ALL EXPENSES FOR ALL MEMBERS MAY BE FILED IN LIEU OF INDIVIDUAL ACCOUNTING.

PASSED AND ADOPTED THIS 12TH day of June, 2000.

ATTEST:

City Clerk

Mayor

CITIZEN COMMUNICATION FORM

PLEASE FILL OUT THIS FORM IF YOU WISH TO ADDRESS CITY COUNCIL ON ANY TOPIC THAT IS NOT PART OF THE AGENDA. IF YOUR PRESENTATION WILL BE 5 MINUTES OF LESS, YOU WILL HAVE AN OPPORTUNITY TO SPEAK UNDER **AGENDA ITEM 5**. IF YOUR COMMENTS WILL TAKE LONGER THAN 5 MINUTES YOU WILL HAVE AN OPPORTUNITY TO SPEAK UNDER **AGENDA ITEM 12**.

NAME: _____

ADDRESS: _____

CITY _____ **DAYTIME PHONE NO:** _____

PLEASE DESCRIBE THE ISSUE YOU WISH TO ADDRESS:

LENGTH OF DISCUSSION: LESS THAN 5 MINUTES MORE THAN 5 MINUTES

We welcome your input. Because we will strive to proceed through the Council meeting in a timely manner, we require that all persons observe the following rules with respect to comments and testimony:

When you are recognized to speak, approach the podium, state your name and address for the record. All comments and testimony shall be made from the podium, no comments or testimony shall be shouted from the audience.

Comments and testimony are to be directed to the Chair. Dialogue and inquiries from the person at the podium to members of Staff or the seated audience is not permitted. Inquiries which require Staff response will be referred to Staff by the Chair through the City Manager.

It is our desire to give everyone an opportunity to speak and be heard in a timely manner and within an atmosphere of respect and diplomacy. These rules are meant to foster that atmosphere. Thank you for your cooperation, and we look forward to hearing your comments.

**PLEASE RETURN THIS FORM TO THE CITY CLERK
BEFORE THE COUNCIL MEETING BEGINS.**

**REQUEST TO SPEAK
OR
REQUEST TO HAVE NAME ENTERED INTO THE RECORD**

NAME: _____

ADDRESS: _____

CITY _____ DAYTIME PHONE NO: _____

PUBLIC HEARING RE: _____

I WISH TO SPEAK _____

I AM FOR THE ISSUE _____

I DO NOT WISH TO SPEAK. BUT _____

I AM AGAINST THE ISSUE _____

ENTER MY NAME IN THE RECORD

We welcome your input. Because we will strive to proceed through the public hearing in a timely manner, we require that all persons observe the following rules with respect to comments and testimony:

When you are recognized to speak, approach the podium, state your name and address for the record. All comments and testimony shall be made from the podium, no comments or testimony shall be shouted from the audience.

Comments and testimony are to be directed to the Chair. Dialogue and inquiries from the person at the podium to members of Staff or the seated audience is not permitted. Inquiries which require Staff response will be referred to Staff by the Chair through the City Manager.

It is our desire to give everyone an opportunity to speak and be heard in a timely manner and within an atmosphere of respect and diplomacy. These rules are meant to foster that atmosphere. Thank you for your cooperation, and we look forward to hearing your comments.

**PLEASE RETURN THIS FORM TO THE CITY CLERK
BEFORE THE COUNCIL MEETING BEGINS.**

Summary of Proceedings

Summary of Proceedings of the regular City Council meeting held Monday, June 12, 2000.

Present at roll call were Mayor Heil, Mayor Pro Tem Dixon and Councillors Hicks, Merkel, Moss and Smith. Councillor Atchison was absent.

The minutes of the meeting of May 22, 2000 were approved with no additions or corrections.

The Mayor presented service pins and certificates of appreciation to employees celebrating 10, 15, 20 and 25 years of service with the City and checks to employees celebrating 25 years of service.

The City accepted the DRCOG Cooperative Service Delivery Award and two Productivity Improvement Awards.

A public meeting was held on the 2001 City Budget.

Council approved the following: Sheridan Green Subdivision/Promenade Fencing Project; Amendment to Heritage Restaurant Lease; Bid for Fiber Optic Networking Equipment; US 36 and Tennyson sewerline Construction Award; Little Dry Creek Basin Infiltration and Inflow Study Contract; Contract for Planning Services for I-25 Corridor Study; 1999 Comprehensive Annual Financial Report; Carroll Butts Park Maintenance Agreement Contract and Intergovernmental Agreement for Carroll Butts Park Maintenance.

Council Tabled action on the Cost Share Agreement for Resident Fee Privileges at Heritage Golf Course and Resolution No. 45 re Revisions to Council Rules and Procedures.

The following Councillor's Bills were introduced and passed on first reading:

A BILL FOR AN ORDINANCE VACATING A STORM SEWER EASEMENT IN COLLEGE HILLS SUBDIVISION. Purpose: Vacate existing storm sewer easement in Filing No. 8.

A BILL FOR AN ORDINANCE INCREASING THE 2000 BUDGET OF THE GENERAL CAPITAL IMPROVEMENT PROJECT FUND AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2000 ESTIMATED REVENUES IN THE FUND. Purpose: Brownfields Grant Appropriation.

A BILL FOR AN ORDINANCE AMENDING TITLE 10, CHAPTER 1, SECTION 13 OF THE WESTMINSTER MUNICIPAL CODE PERTAINING TO TRASH TRUCK WEIGHT LIMITS ON RESIDENTIAL ROADS. Purpose: Repeal trash truck weight limits on residential streets.

The following Councillor's Bills were passed and adopted on second reading:

A BILL FOR AN ORDINANCE INCREASING THE 2000 BUDGET OF THE GENERAL CAPITAL IMPROVEMENT PROJECT FUND AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2000 ESTIMATED REVENUES IN THE FUND.

A BILL FOR AN ORDINANCE AMENDING TITLE II, CHAPTER 12 OF THE WESTMINSTER MUNICIPAL CODE RELATING TO THE PARKS AND RECREATION ADVISORY BOARD.

The following Resolutions were adopted:

Resolution No. 41 – East Bay Annexation Petitions.

Resolution No. 42 – 99th Avenue and Wadsworth Boulevard Annexation Petitions.

Resolution No. 43 – I-25 Corridor Study Contract Funding.

Resolution No. 44 – Adoption of Mile High Compact.

At 8:35 P.M. the meeting was adjourned.

By order of the Westminster City Council

Michele Kelley, CMC, City Clerk

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