



July 28, 2008
7:00 P.M.

CITY COUNCIL AGENDA

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

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

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

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

8. **Consent Agenda**
 - A. Financial Report for June 2008
 - B. Fire Hose Purchase
 - C. 2008 School Speed Limit Flasher System Replacement Phase I
 - D. North Area Salt and Equipment Storage Facility Construction Contract
 - E. 2008/2009 Water and Sewer Line Replacement Program Engineering Contract
 - F. West Nile Virus IGA with the Jefferson County Department of Health and Environment
 - G. IGA with the City and County of Denver for Provision of Police Services at the Democratic National Convention
 - H. Second Reading of Councillor's Bill No. 27 re Rezoning a Portion of the Arrow Motel Property from R-4 to C-1
 - I. Second Reading of Councillor's Bill No. 28 re Cost Recovery for the 144th Avenue and I-25 Interchange

9. **Appointments and Resignations**

10. **Public Hearings and Other New Business**

- A. Public Meeting on 2009 and 2010 City Budget
- B. Councillor's Bill No. 29 re Appropriation of FY2007 Carryover Funds into FY2008
- C. Councillor's Bill No. 30 re Big Dry Creek Trail Project Supplemental Appropriation and Construction Contract
- D. Resolution No. 40 re Sale of City Property along Walnut Creek Trail to the Church Ranch Hotel Company I LLC
- E. Resolution No. 41 re 2008 Great Outdoors Colorado Grant Application

11. **Old Business and Passage of Ordinances on Second Reading**

12. **Citizen Presentations (longer than 5 minutes), Miscellaneous Business, and Executive Session**

- A. City Council

13. **Adjournment**

GENERAL PUBLIC HEARING PROCEDURES ON LAND USE MATTERS

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

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE CITY COUNCIL MEETING
HELD ON MONDAY, July 14, 2008 AT 7:00 P.M.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

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

Clerk's Note: Councillor Scott Major was in the building and briefly joined the meeting in progress but had to leave because of a bloody nose. He did not participate in voting on any motion.

CONSIDERATION OF MINUTES

Councillor Kaiser moved, seconded by Lindsey, to approve the minutes of the regular meeting of June 23, 2008, as presented. The motion passed unanimously.

CITY MANAGER'S REPORT

Mr. McFall reported that the July 4th community celebration at City Park was a complete success. At the conclusion of this meeting, a meeting of the Westminster Economic Development Authority would convene. After adjournment of that meeting, Council would conduct a post-meeting, to which the public was welcome to attend. Then the City Council would meet in Executive Session to discuss strategy and progress on the potential sale, acquisition, trade or exchange of City-owned real property, as permitted by the Westminster Municipal Code and the Colorado Revised Statutes.

CITY COUNCIL COMMENTS

Councillor Briggs reported joining Mr. McFall to participate in a business retention visit, representing Council at a Chamber of Commerce function held at Todd Creek Golf Course, and having observed a fireworks display on July 1 in Banff, Alberta, Canada, that started at 11:30 p.m., rather than at nightfall like the fireworks displays in Westminster.

Mayor McNally announced that Team Westminster placed 4th in the July 4th Northglenn Raft Races; the U.S. 36 Preferred Alternative was signed by representatives of each municipal and county government within the U.S. Highway 36 Corridor, symbolizing the completion of eight years of effort to reach agreement; the Volunteer Appreciation Barbecue would be held this Thursday and Council looked forward to meeting and greeting the hundreds of volunteers that donated countless hours to local government in a multitude of ways; and the Firefighters July 4th Fishing Derby was a true success with more than 400 people being served lunch and the lake surrounded by children and grandparents trying to catch fish. July 4th activities were fantastic.

PRESENTATIONS

Messrs. George Smith, Bill Barnard, Brent Pick, and Clarence Cox, members of the Longs Peak Chapter of the Sons of the American Revolution, presented the organization's Flag Certificate to Bill Walenczak, Parks, Recreation & Libraries Director; Rich Dahl, Parks Services Manager and Mayor McNally. The certificate was to recognize the City for properly displaying the American flag at the Armed Forces Tribute Garden.

Councillor Winter presented members of the Youth Advisory Board with the "Great Kids Building Great Communities" certificate that was awarded to the group at the annual Jefferson County Good News Coalition breakfast to recognize the Panel's fundraising efforts to benefit the Westminster Youth Scholarship Fund.

Councillor Winter read a proclamation acknowledging the service of Brenna Larsen and Chelsi Price on the Youth Advisory Panel. Both young women were graduating seniors of area high schools who had served on the Panel during their high school enrollment; volunteering whenever and wherever needed and providing valuable input from a youthful perspective to local government. She presented the proclamation and Certificates of Appreciation for City Council to each young woman and wished them success in their future educational and career endeavors.

CITIZEN COMMUNICATION

Dennis Emily, 10001 Ames Street, questioned the watering and mowing schedules for City parks and urged conservation of resources. Further, the drinking fountain at Hampshire Park remained broken.

Charles Price, 9080 Raleigh Street, described circumstances surrounding the loss of his sailboat on Standley Lake, alleging that City employees were responsible and the City's insurance company should reconsider his claim for restitution. Mr. McFall reported that the claim had been investigated by the insurance company. The investigation showed that City employees attempted to assist Mr. Price and the City had no liability for the damages he incurred. Mr. Price requested a listing of the types and frequency of training provided to the Park Rangers.

Kathy Nuszdorfer, 3420 West 104th Place, and Georgia Elliott, 3410 West 104th Place, described late-night noises from Lodo's Bar and Grill that they heard with frequency, noting that obscenities, loud music and general rowdiness of the clientele prevented them from sleeping and enjoying the peace of their own homes. Noise problems had surfaced last summer and the business owner's attempts to mitigate them had proven useless. They sought the City's assistance. Mr. McFall said he would relay this information to the Police Chief. An investigation would need to occur and a Police Officer would contact each woman for information.

CONSENT AGENDA

The following items were submitted for Council's consideration on the consent agenda: authorize the City Manager to execute an \$87,695 contract with Arrow J Landscape, Inc. for expanding and renovating the parking lot at Colorado Hills and authorize a ten percent contingency of \$8,700; based on recommendation of the City Manager, find that the public interest would best be served by authorizing the City Manager to execute a sole source professional services agreement with AMEC Earth and Environmental, Inc. for the work in utilizing the Water Quality Model for Standley Lake and the Clear Creek Watershed at a cost not to exceed \$58,822, with \$26,911 being Westminster's share of the total; based on the City Manager's recommendation, find that the public interest would best be served by accepting the sole source proposal from Burns & McDonnell Engineering for the evaluation and design of the filtrate piping replacement for the Northwest Water Treatment Facility, authorize the expenditure of \$45,570 and an additional \$6,800 for contingency, and authorize transfer of \$52,370 from the Semper Water Treatment Facility Filter 1-14 Media Replacement Project to the Northwest Water Treatment Facility Major Repair and Replacement Project; authorize the City Manager to execute a contract amendment with A-1 Chipseal Company in an amount not to exceed \$87,535 and authorize a contract amendment with Asphalt Specialties Company, Inc. in an amount not to exceed \$28,703 for pavement rehabilitation at the intersection of 104th Avenue and Sheridan Boulevard; based on the City Manager's recommendation and the need that existed to expedite construction to adequately address the start of the boating season, determine that the public interest would be best served by sole sourcing a construction contract with Diamond Excavating Inc. in the amount of \$154,180 and a materials contract with Aggregate Industries, Inc. for \$52,500 for services related to the protection of Standley Lake from Zebra and Quagga Mussels, and authorize a \$200,000 expenditure from the Special Assessments Metro Wastewater Reclamation District account and \$99,721 from the Water Project Contingency Account to fund Zebra and Quagga Mussel related expenses; based on recommendation of the City Manager, determine that the public interest would best be served by authorizing the City Manager to sign a negotiated contract with WHPacific Inc., for design engineering services for the proposed improvements to the McKay Lake Drainageway between Huron Street and Big Dry Creek, and authorize \$421,880 and a contingency

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of \$42,000 for the design of this project; pass Councillor's Bill No. 25 on second reading authorizing the City Manager to execute and implement an Economic Development Agreement with The Bedrin Organization; and pass Councillor's Bill No. 26 on second reading amending the Westminster Municipal Code by clarifying processes for vacations of roadways and easements and the disposal of City real and personal property.

Mayor McNally asked if Councillors wished to remove any items from the consent agenda for discussion purposes or separate vote. Mayor Pro Tem Dittman requested that Items 8A and E be removed for individual consideration.

It was moved by Mayor Pro Tem Dittman, seconded by Councillor Lindsey, to approve the consent agenda, as amended. The motion passed unanimously.

APPROVAL OF COLORADO HILLS DOG PARK PARKING LOT CONTRACT

Mayor Pro Tem Dittman moved to authorize the City Manager to execute an \$87,695 contract with Arrow J Landscape, Inc. for expansion and renovation of the parking lot at Colorado Hills and to authorize a ten percent contingency of \$8,700. Councillor Briggs seconded the motion.

Councillor Kaiser announced he would abstain from voting due to a possible conflict of interest as a materials supplier to this contract.

The motion passed by a 5:1:1 margin with Councillor Kaiser abstaining and Councillor Major away from the meeting.

RATIFICATION OF 2008 ZEBRA MUSSEL IMPLEMENTATION PLAN CONTRACTS/EXPENSES

Based on the City Manager's recommendation and the need that existed to expedite construction to adequately address the start of the boating season, it was moved by Mayor Pro Tem Dittman and seconded by Councillor Lindsey to determine that the public interest would be best served by sole sourcing a construction contract with Diamond Excavating Inc. in the amount of \$154,180 and a materials contract with Aggregate Industries, Inc. for \$52,500 for services related to the protection of Standley Lake from Zebra and Quagga Mussels.

Councillor Kaiser announced he would abstain from voting due to a possible conflict of interest as a materials supplier to this contract.

The motion passed by a 5:1:1 margin with Councillor Kaiser abstaining and Councillor Major away from the meeting.

PUBLIC HEARING TO REZONE A PORTION OF ARROW MOTEL PROPERTY, 7101 FEDERAL BLVD.

At 7:38 p.m. the Mayor opened a public hearing to consider rezoning a portion of the Arrow Motel property, changing the designation from R-4 (Multi-family Residential) to C-1 (Commercial). The size of the full parcel, located at 7101 Federal Boulevard, was .64 acres and only the westerly two lots were to be rezoned. The Federal Boulevard property frontage was zoned for commercial use already. The property had been acquired by Adams County Housing Authority. The Authority intended to purchase additional property to the north and to build a three-story, mixed use (retail/office) building on the site. The Authority's office would be housed in the new building. Max Ruppeck, Senior Projects Planner, entered into the record the agenda memorandum and attached documents. Public notification procedures dictated by Section 11-5-13 of the Westminster Municipal Code had been fulfilled.

Kimball Crangle, Adams County Housing Authority's Director of Development, verified that the Authority intended to locate its corporate headquarters within the building to be constructed. The organization was excited to be part of the redevelopment of this area of the City.

No others wished to testify, and Mayor McNally closed the hearing at 7:34 p.m.

COUNCILLOR'S BILL NO. 27 REZONING A PORTION OF THE ARROW MOTEL PROPERTY

Councillor Kaiser moved, seconded by Councillor Winter, to pass on first reading Councillor's Bill No. 27 rezoning a portion of the Arrow Motel property by changing the designation from R-4 (Multi-family Residential) to C-1 (Commercial) based on finding that the criteria set forth in Section 11-5-3 of the Westminster Municipal Code had been satisfied. At roll call the motion passed on a 6:1 vote with Councillor Major away from the meeting room and unable to cast a vote.

COUNCILLOR'S BILL NO. 28 RE COST RECOVERY FOR 144TH AVENUE/I-25 INTERCHANGE

Mayor Pro Tem Dittman moved to pass on first reading Councillor's Bill No. 28 establishing recovery payments owed the City for costs incurred in constructing improvements to the 144th Avenue and I-25 Interchange. Councillor Lindsey seconded the motion, which passed on roll call vote by a 6:1 vote with Councillor Major away from the meeting room and unable to cast a vote.

RESOLUTION NO. 37 RE 144TH AVENUE R-O-W ACQUISITIONS

It was moved by Councillor Briggs, seconded by Councillor Kaiser, to adopt Resolution No. 37 authorizing City Staff to proceed with the acquisition of rights-of-way and easements necessary for the construction of improvements to 144th Avenue between Huron and Zuni Streets, including the use of eminent domain, if necessary; and authorize a total of \$350,000 to acquire the necessary property interests. At roll call the motion passed on a 6:1 vote with Councillor Major away from the meeting room and unable to cast a vote.

RESOLUTION NO. 38 TO PURCHASE BARNETT PROPERTY FOR OPEN SPACE

Mayor Pro Tem Dittman moved, seconded by Councillor Lindsey, to adopt Resolution No. 38 authorizing the purchase of the 2.92-acre parcel located at the southeast corner of 144th Avenue and Zuni Street (Barnett property) for up to \$405,000; and authorizing the City Manager to execute all documents required to close on the purchase of the property. On roll call vote the motion carried on a 6:1 vote with Councillor Major away from the meeting room and unable to cast a vote.

RESOLUTION NO. 39 RE INTERAGENCY AGREEMENT WITH COLORADO COUNCIL ON THE ARTS

Councillor Winter moved, seconded by Councillor Kaiser, to adopt Resolution No. 39 authorizing the City Manager to execute an Interagency Agreement with the Colorado Council on the Arts, in substantially the same form as the agreement attached to the agenda memorandum, accepting a grant in the amount of \$2,000. On roll call the motion carried on a 6:1 vote with Councillor Major away from the meeting room and unable to cast a vote.

CITIZEN PRESENTATION

Dennis Emily, 10001 Ames Street, voiced concern about the impact of development near his neighborhood on wildlife and the environment. Geese were no longer observed on Highland Ponds; murky green liquid from a hose running to the ponds from the McStain development had been witnessed; trees had been unnecessarily removed during grading, and a giant turtle he had noticed on the trail where he walked his dog had fled its natural habitat, been run over and killed on Sheridan Boulevard. He was concerned about his observations and wondered if environmental impact statements had been prepared before development was approved.

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ADJOURNMENT

There being no further business to come before the City Council, the meeting adjourned at 7:45 p.m.

ATTEST:

Mayor

City Clerk



Agenda Item 7 A

W E S T M I N S T E R C O L O R A D O

Agenda Memorandum

City Council Meeting
July 28, 2008



SUBJECT: Presentation re Computers for Kids Program

Prepared By: David Puntenney, Information Technology Director

Recommended City Council Action

Provide an opportunity for Garth Godwin to present a brief overview and update on the Westminster 7:10 Rotary Club's Computers for Kids Program.

Summary Statement

- Mr. Garth Godwin from the Westminster 7:10 Rotary Club has requested time on Monday night's agenda to address City Council regarding the City's ongoing support for the Club's Computers For Kids Program.
- Since the program began in 1999, the Club has accepted donations of used, surplus computers from public entities, businesses and individuals. The computers are rebuilt and upgraded as necessary and loaded with new software by volunteers. The computers are then donated to students who are selected on the basis of need by the schools. In several cases, the Club has donated the computers directly to schools and other non-profit organizations.
- Over the last six years, the City has donated more than 1500 used laptop and desktop computers to the Westminster 7:10 Rotary Club for the Computers for Kids Program. The donation of City equipment is permitted under the Westminster Municipal Code with specific approval provided by Council on March 27, 2000.
- Decommissioned City computers donated to the Club have been used by the City for a period of four years, are no longer under warranty, and lack the performance and configuration required for current City software applications.
- The City's donations to this program represent a very worthwhile use of City surplus computer equipment that would otherwise generate insignificant revenue in public auctions.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

None identified

Alternative

None identified

Background Information

In May 1999, the Westminster 7:10 Club initiated a program whereby surplus computer equipment is retrofitted by volunteers and then donated to eligible students attending Westminster area schools. Since that time, the program has donated more than 5540 computers to students attending Westminster, Ranum, Hidden Lake, Mapleton and Standley Lake High Schools; Clear Lake, Shaw Heights, Hodgkins, Mapleton and Scott Carpenter Middle Schools; and 16 elementary schools in District 50 and District 12. In addition, the Club has also donated computers to other non-profit organizations, including: CASA, Have-A-Heart, Latino Parent Coalition, Headstart Program, Silver Crest Senior Housing, Colorado Family Pathways, Hope House of Colorado, Thornton Police Christmas Crusade Program, St. Vincent, Mandalay, Adams County Senior Tax Service, Hyland Hills schools, Adolescent Support Center, Westminster Historical Society, Family in Christ children's program, and the Senior Support Services.

The Club has also worked with other Rotary Clubs around the world, supplying computers internationally to The Vietnam School of Computer Science, Various African Water Projects, Iganga Uganda Vocational School for Girls and has also worked with other local Rotary Clubs to provide computers for various projects in Mexico and Christmas Island.

In June 1999, the City Council authorized Staff to donate all of its 1999 used, surplus computer equipment that would otherwise have been disposed of through the City's auction service to the Computers for Kids Program. In March 2000, the City Council authorized the continuation of these donations on an on-going basis. Since June 1999, the City has donated more than 1000 surplus computers to this program. This equipment is still operable but is no longer under warranty and no longer capable of meeting the performance needs for City computer applications. Prior to leaving City facilities, Information Technology Department Staff wipes all software and data from the hard drives on all computers.

The volunteers who retrofit the computers were recruited by the Westminster 7:10 Rotary Club and also through the City's Community Volunteer Program. In addition to Mr. Godwin, the current volunteers are: Pat Zemyan, John Zemyan, Scott Davis, Dennis Reed and Ted Thomas. The volunteers reformat the hard drives, load Windows and Office software and add or replace any hardware components needed, such as DVD, hard drives, additional RAM, etc.

The selection of the individual students to participate in the program is determined by the schools involved. The main focus is to get the computers to students who would otherwise not be able to have computers in their homes or for college.

Laptops are also distributed to students who are recipients of the 7:10 Rotary Scholarship program.

Respectfully submitted,

J. Brent McFall
City Manager



W E S T M I N S T E R
C O L O R A D O

Agenda Item 8 A

Agenda Memorandum

City Council Meeting
July 28, 2008



SUBJECT: Financial Report for June 2008

Prepared By: Tammy Hitchens, Finance Director

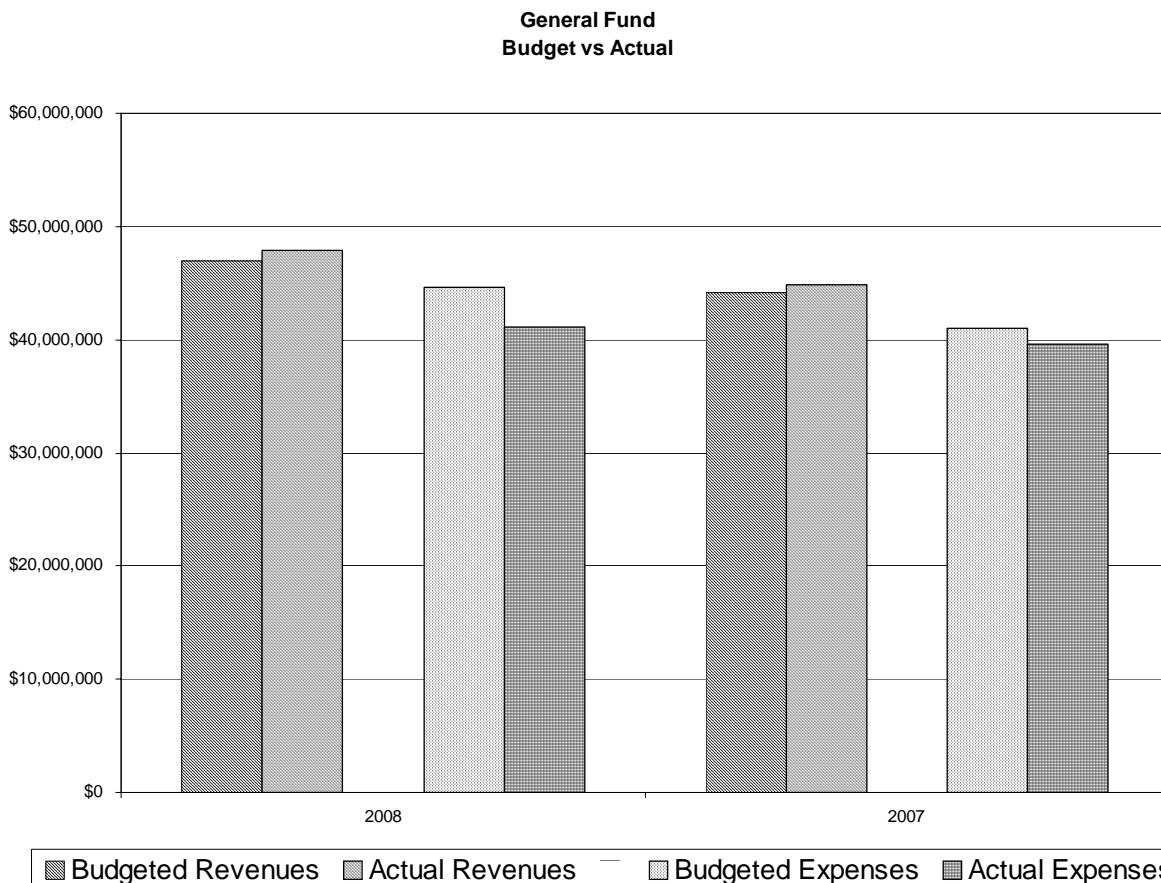
Recommended City Council Action

Accept the Financial Report for June as presented.

Summary Statement

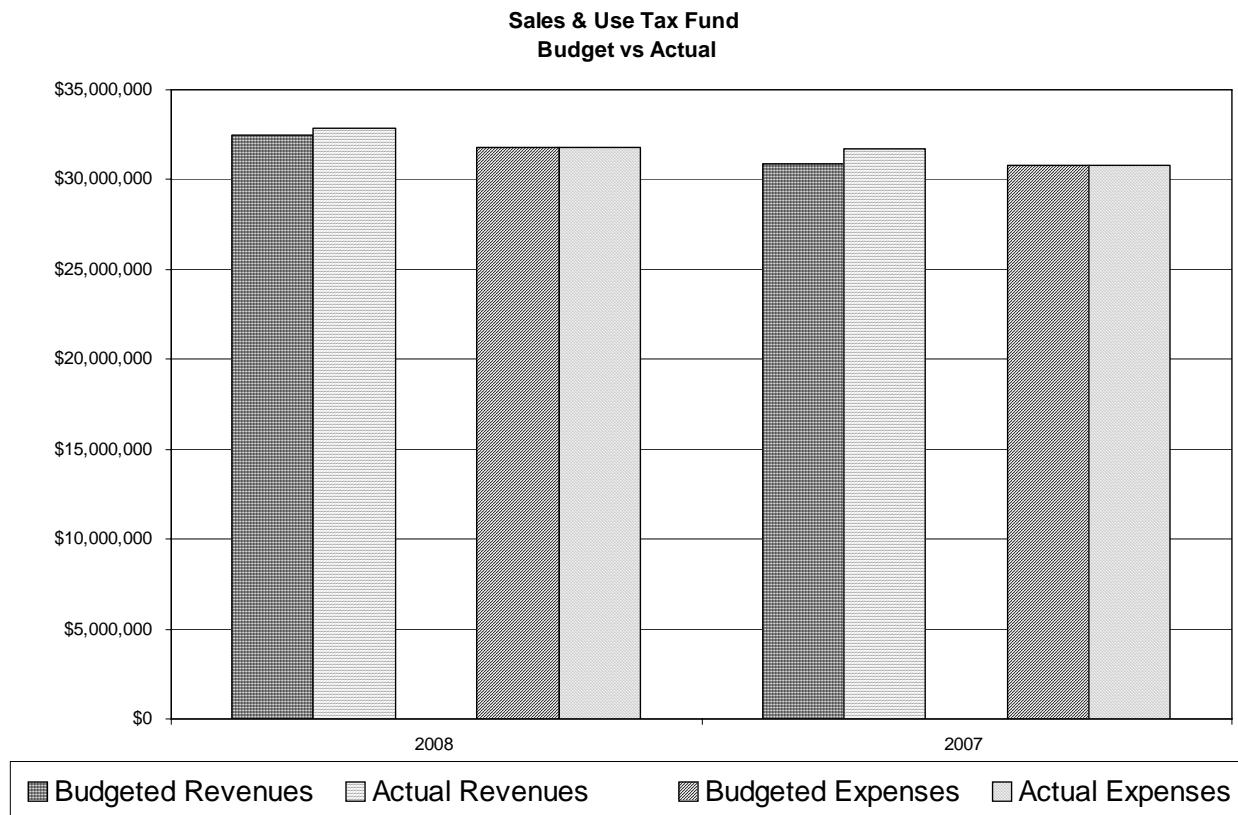
City Council is requested to review and accept the attached monthly financial statement. The Shopping Center Report is also attached. Unless otherwise indicated, "budget" refers to the pro-rated budget. Revenues also include carryover where applicable. The revenues are pro-rated based on 10-year historical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

The General Fund revenues and carryover exceed expenditures by \$6,740,449. The following graph represents Budget vs. Actual for 2007 – 2008.

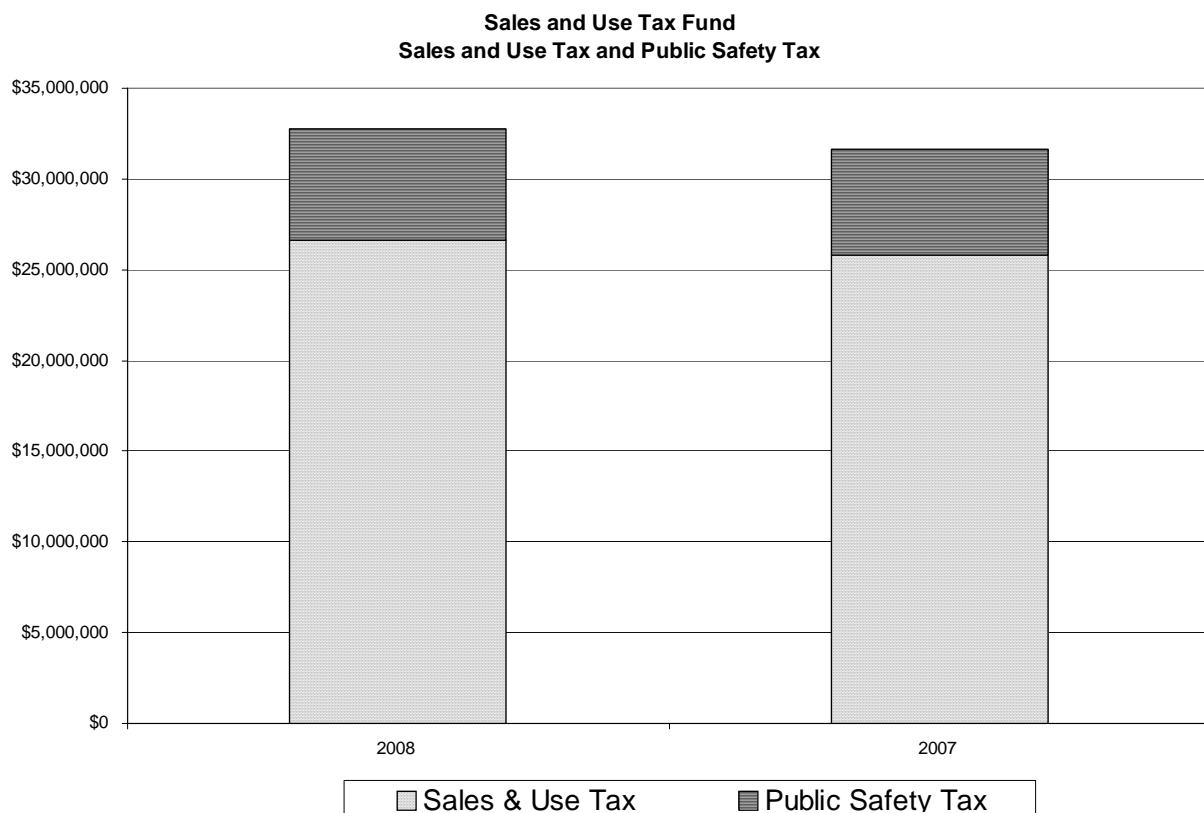


The Sales and Use Tax Fund revenues and carryover exceed expenditures by \$1,095,331.

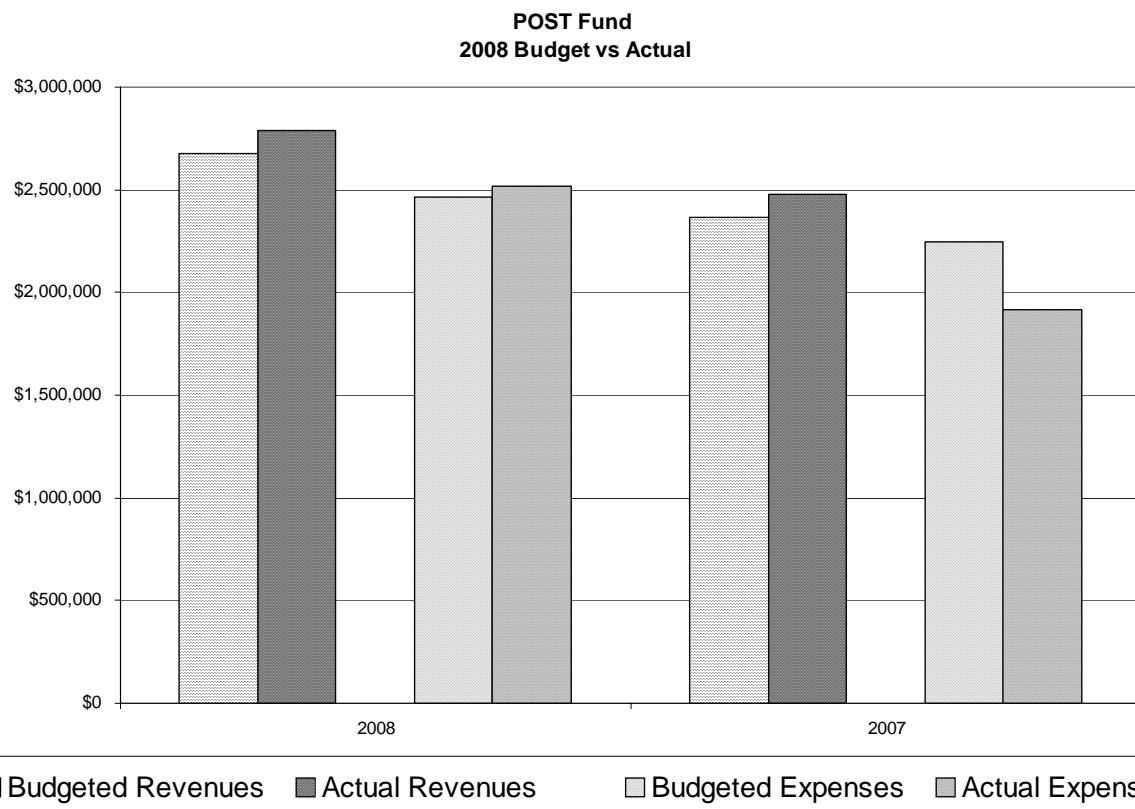
- On a year-to-date cash basis, sales & use tax returns are up 4% over 2007.
- On a year-to-date basis, across the top 25 shopping centers, total sales & use tax receipts are up 3.2% from the prior year. This includes Urban Renewal Area money that is not available for General Fund use. Without Urban Renewal money, total sales and use tax receipts are down 0.7%.
- The top 50 Sales Taxpayers, who represent about 62% of all collections, were down .05% after adjusting for Urban Renewal Area money that is not available for General Fund use.
- The Westminster Mall is down 19% on a year-to-date basis.
- Building Use Tax is up 17.3% year-to-date over 2007.



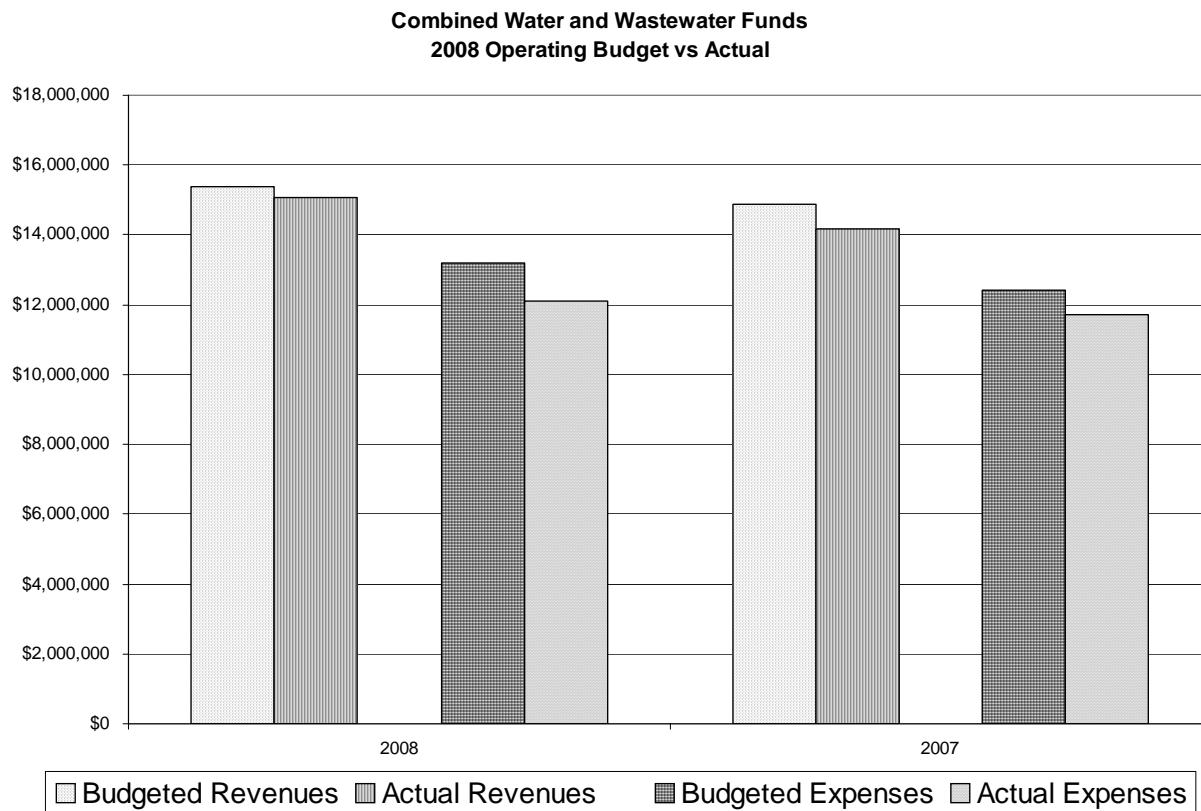
The graph below reflects the contribution of the Public Safety Tax to the overall Sales and Use Tax revenue.



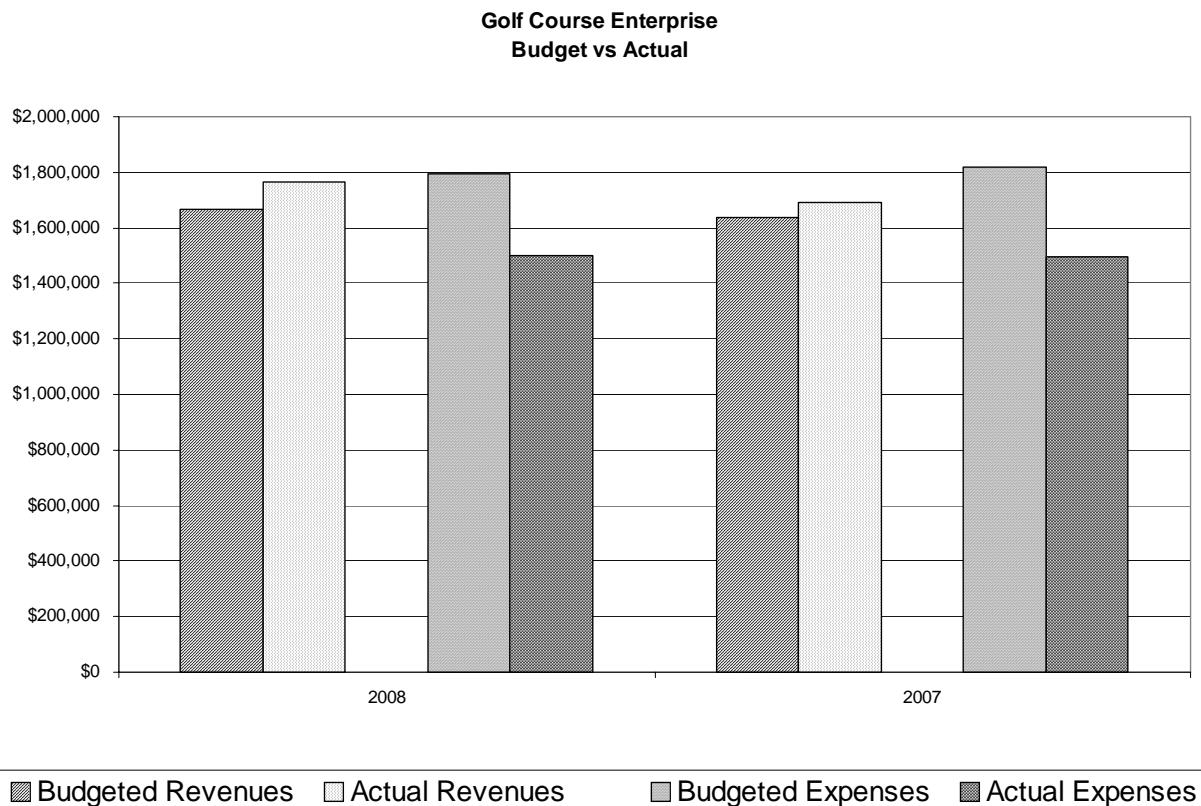
The Parks Open Space and Trails Fund revenues exceed expenditures by \$274,819. 2008 revenues reflect the sale of assets to the General Capital Improvement Fund for right of way acquisitions.



The combined Water & Wastewater Fund revenues and carryover exceed expenses by \$17,016,562. \$24,548,993 is budgeted for capital projects and reserves.



The combined Golf Course Fund revenues exceed expenditures by \$264,116.



Policy Issue

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

Alternative

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

Background Information

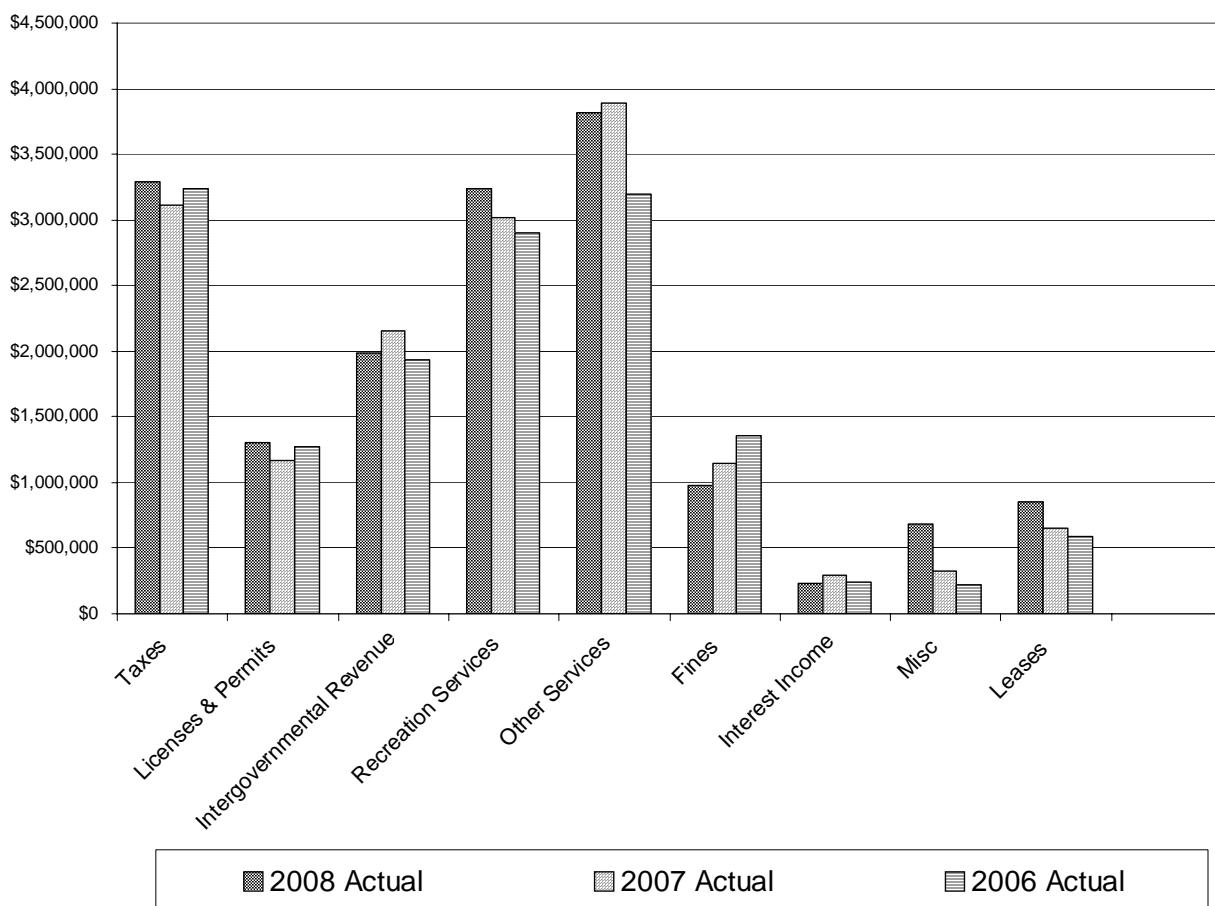
This section includes a discussion of highlights of each fund presented.

General Fund

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

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

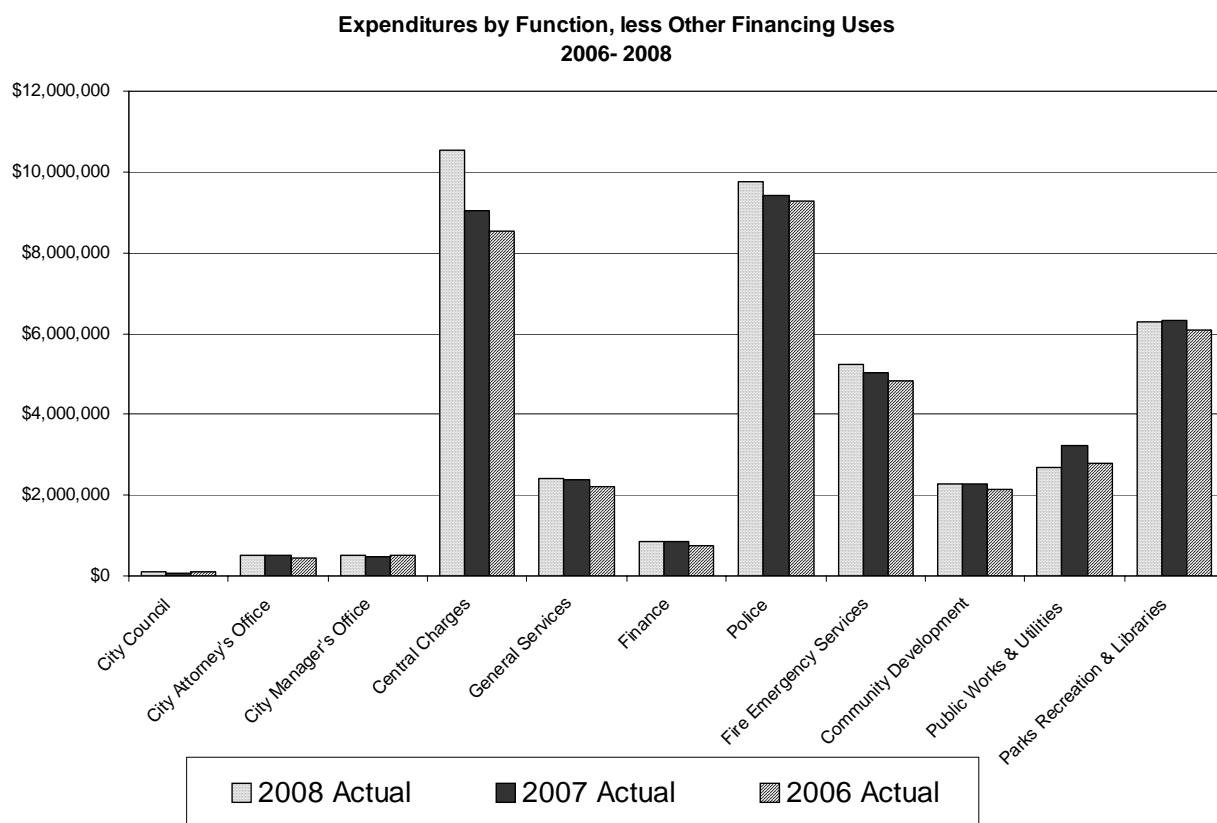
**General Fund Revenues without Transfers, Carryover, and Other Financing Sources
2006 - 2008**



Increases in General Fund revenue categories are explained as follows:

- Taxes reflects a timing difference between years for property tax distributions by Adams County
- Licenses and Permits reflects commercial building permit activity for the North Huron Urban Renewal Area
- Leases reflects rental income for the former police building at 88th Avenue and Sheridan Boulevard
- Recreation Services reflects seasonal flows for summer activities at City recreation facilities
- Miscellaneous reflects a reimbursement from Thornton relating to the 144th Avenue bridge construction IGA

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

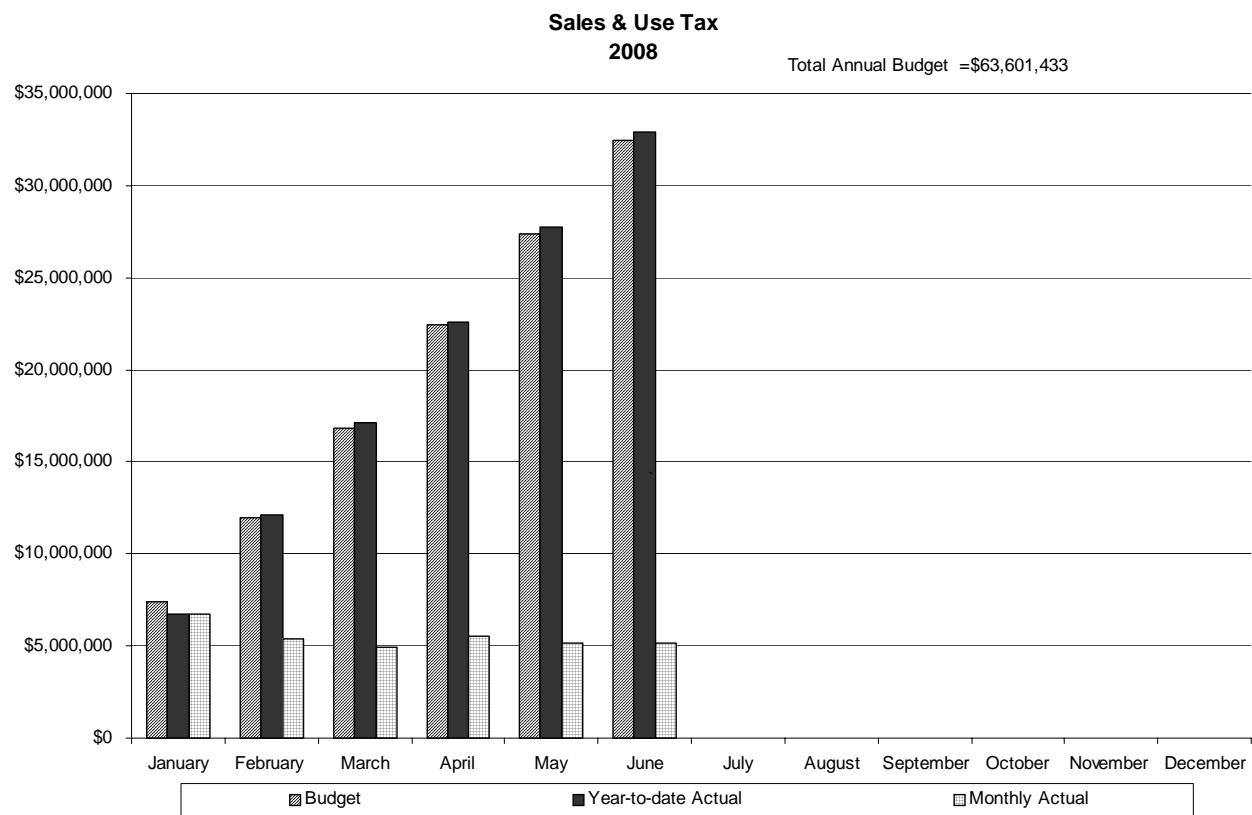


The increase in Central Charges reflects a timing difference in debt/lease payments from prior years.

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

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

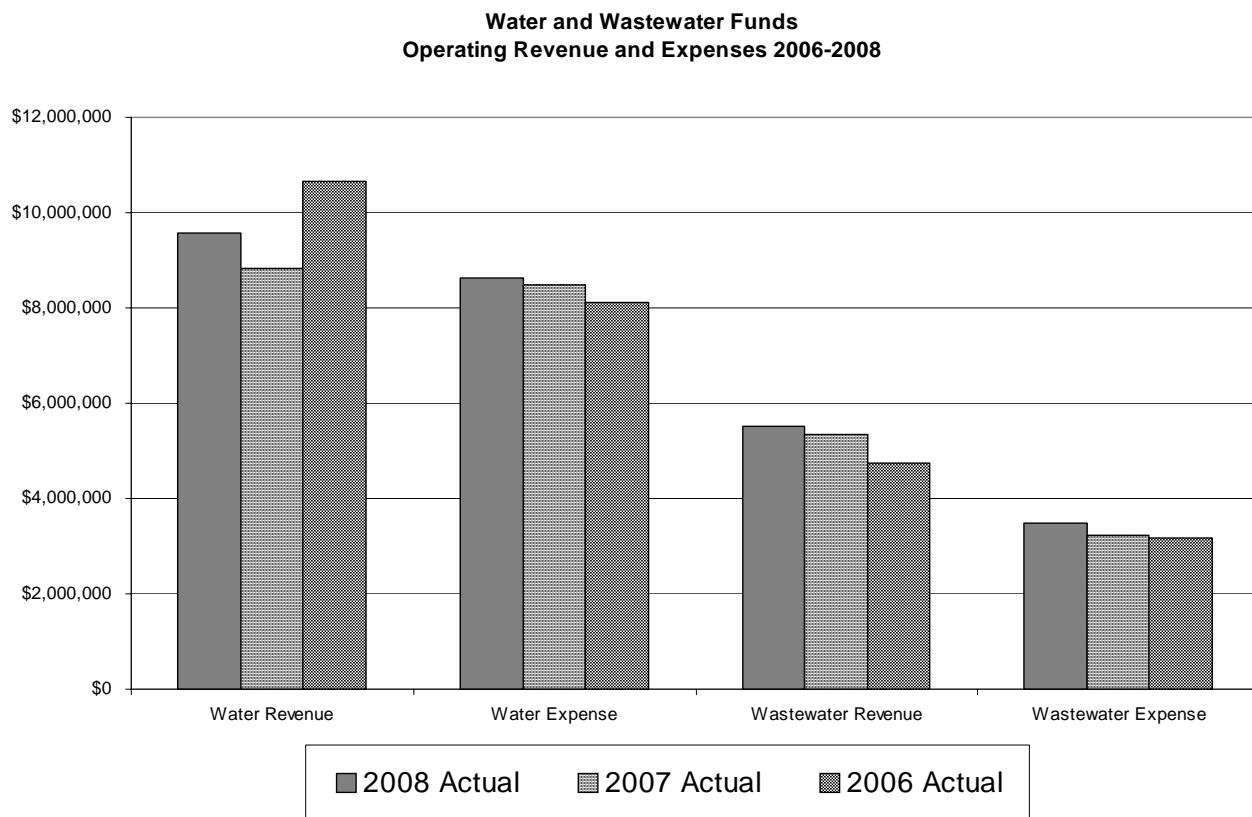
This chart indicates how the City's Sales and Use Tax revenues are being collected on a monthly basis. This chart does not include Open Space Sales & Use Tax.



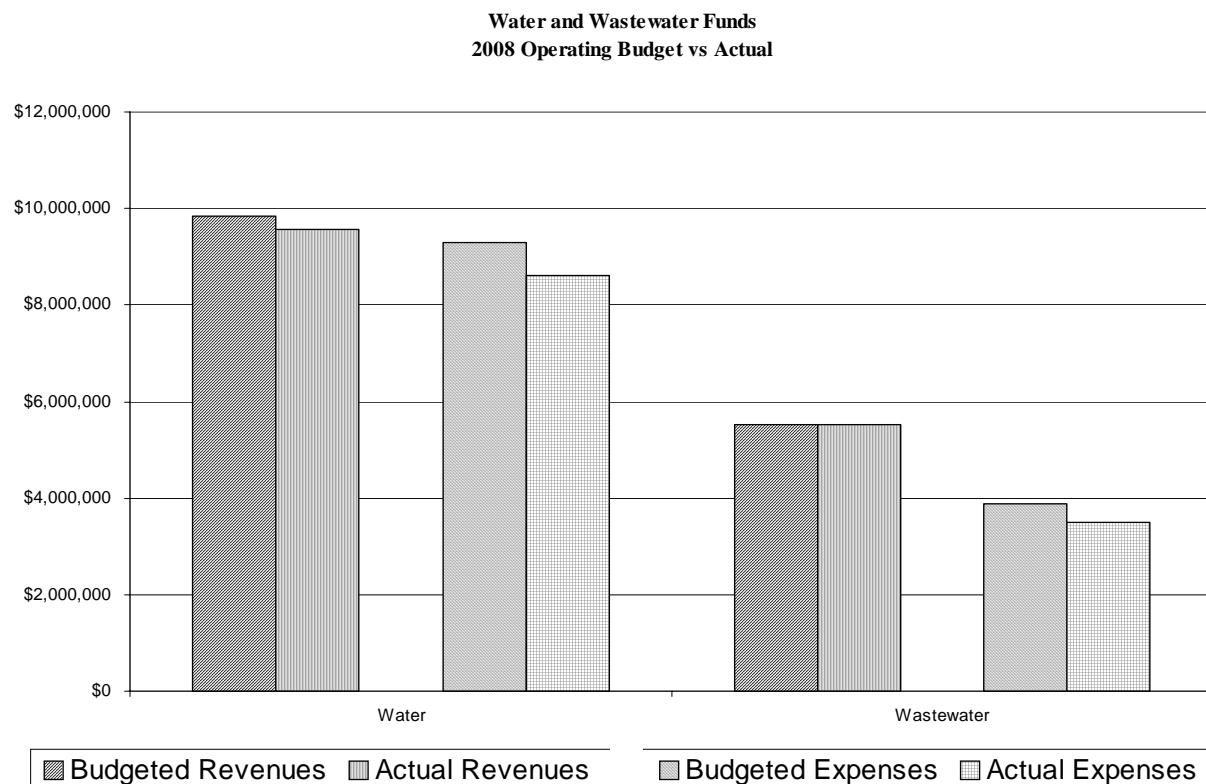
Water, Wastewater and Storm Water Drainage Funds (The Utility Enterprise)

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

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

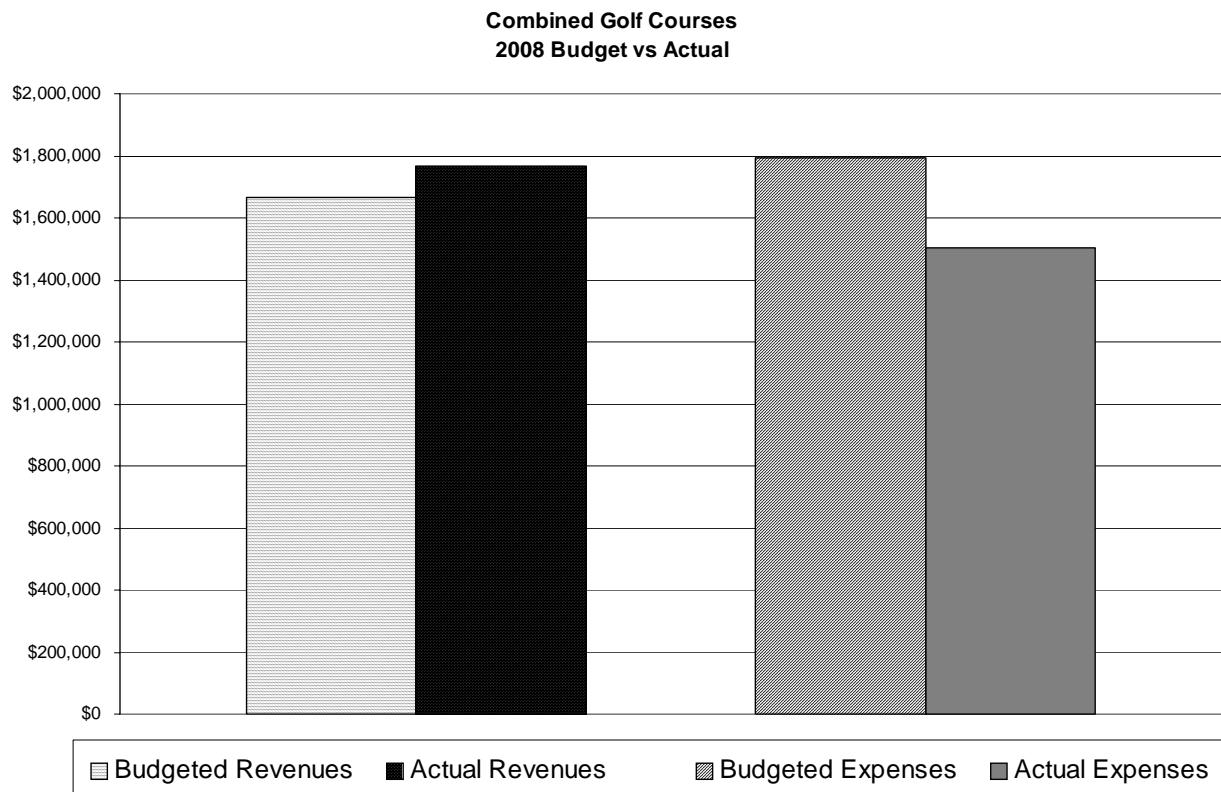


Rates and Charges are \$735,968 higher in 2008 than 2007. Through June, precipitation measured 50% of 2007 accumulations for the same period.



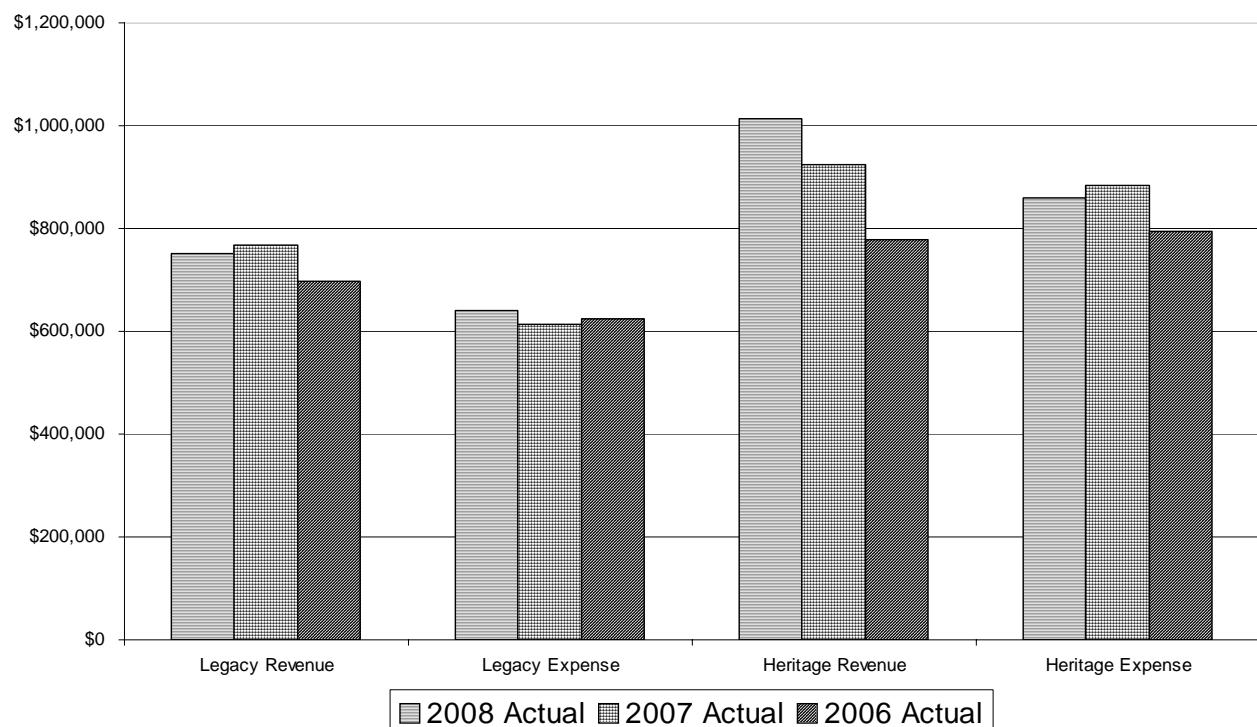
Golf Course Enterprise (Legacy and Heritage Golf Courses)

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

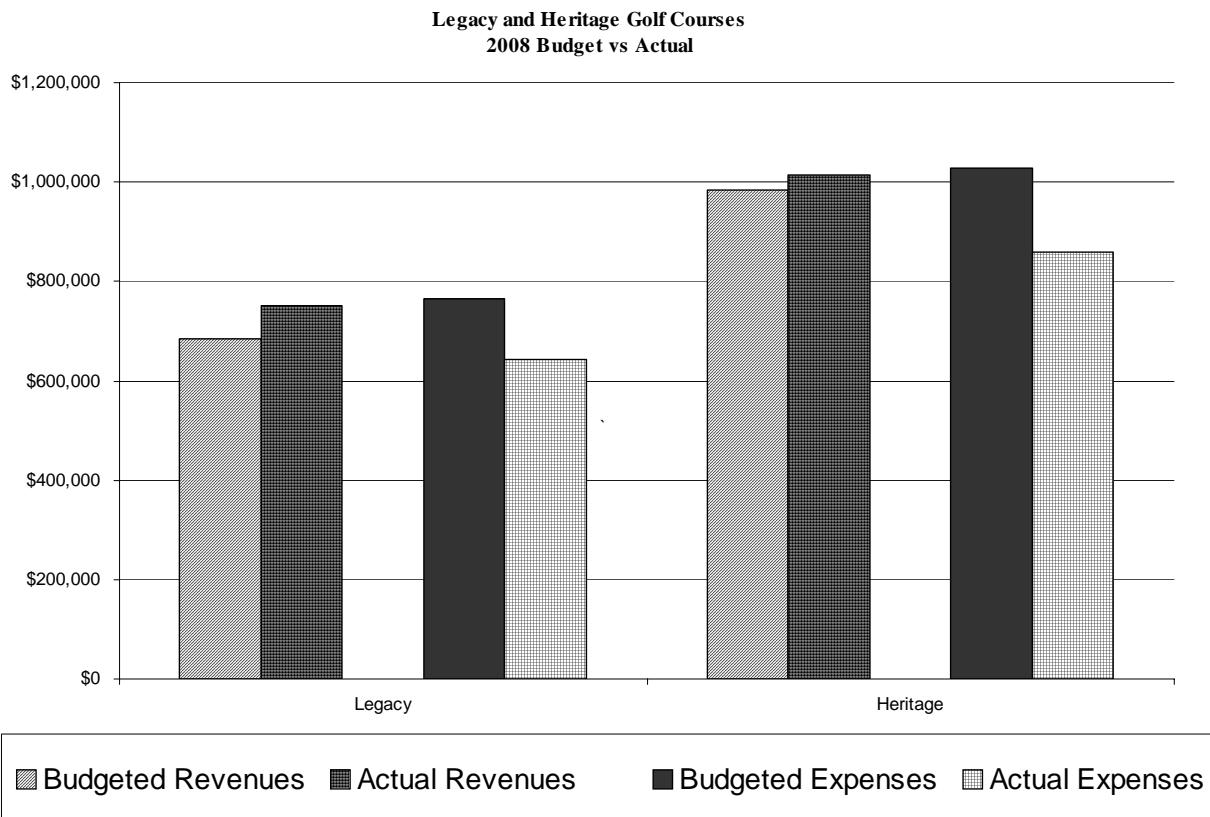


The following graphs represent the information for each of the golf courses.

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



A one time Other Financing Source and use of \$582,144, which was a lease purchase of golf carts, was omitted from 2006 Heritage Revenue and Expense for comparison purposes.



Respectfully submitted,

J. Brent McFall
City Manager

Attachments

CITY OF WESTMINSTER
GENERAL RECEIPTS BY CENTER - SUMMARY
MONTH and YEAR-TO-DATE JUNE 2008

PAGE 1

Center Location Major Tenant	Current Month			Last Year			% Change ---/		
	General Sales	General Use	Total	General Sales	General Use	Total Sales	Use Total		
WESTFIELD SHOPPING CENTER NW CORNER 92ND & SHER WALMART	362,823	2,152	364,976	381,808	2,057	383,866	-5	5	-5
THE ORCHARD 144TH & I-25 JC PENNEY	246,121	24,369	270,491	68,686	165	68,851	258	14709	293
WESTMINSTER MALL 88TH & SHERIDAN 4 DEPARTMENT STORES	249,585	2,536	252,121	219,937	2,695	222,632	13	-6	13
INTERCHANGE BUSINESS CENTER SW CORNER 136TH & I-25 WALMART 136TH	231,632	6,037	237,669	174,962	826	175,788	32	631	35
BROOKHILL I & II N SIDE 88TH OTIS TO WADS HOME DEPOT	198,151	1,434	199,585	194,266	1,326	195,592	2	8	2
SHOPS AT WALNUT CREEK 104TH & REED TARGET	195,167	1,468	196,635	165,179	5,726	170,905	18	-74	15
CITY CENTER MARKETPLACE NE CORNER 92ND & SHERIDAN CIRCUIT CITY	186,323	1,617	187,940	217,155	1,981	219,136	-14	-18	-14
NORTHWEST PLAZA SW CORNER 92 & HARLAN COSTCO	182,086	500	182,586	182,336	3,881	186,218	0	-87	-2
PROMENADE SOUTH/NORTH S/N SIDES OF CHURCH RANCH BLVD SHANE/AMC	141,860	24,104	165,965	133,542	17,234	150,776	6	40	10
SHOENBERG CENTER SW CORNER 72ND & SHERIDAN WALMART 72ND	158,959	3,023	161,982	216	0	216	73492	*****	74892
SHERIDAN CROSSING SE CORNER 120TH & SHER KOHL'S	119,879	3,211	123,090	112,641	1,059	113,701	6	203	8
VILLAGE AT THE MALL S SIDE 88TH DEPEW-HARLAN TOYS 'R US	118,500	274	118,773	105,460	127	105,586	12	116	12
NORTH PARK PLAZA SW CORNER 104TH & FEDERAL KING SOOPERS	104,590	50	104,640	92,400	111	92,511	13	-55	13
WESTMINSTER CROSSING 136TH & I-25 LOWE'S	81,190	67	81,257	92,493	707	93,200	-12	-91	-13
WESTMINSTER PLAZA FEDERAL-IRVING 72ND-74TH	57,910	12,147	70,057	53,243	166	53,409	9	7227	31

**CITY OF WESTMINSTER
GENERAL RECEIPTS BY CENTER - SUMMARY
MONTH and YEAR-TO-DATE JUNE 2008**

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Center Location Major Tenant	Current Month			Last Year			% Change		
	General Sales	General Use	Total	General Sales	General Use	Total Sales	Use Total		
SAFEWAY									
STANLEY SHORES CENTER SW CORNER 100TH & WADS	68,111	65	68,177	63,667	192	63,859	7	-66	7
KING SOOPERS									
ROCKY MOUNTAIN PLAZA SW CORNER 88TH & SHER	61,512	283	61,795	61,008	419	61,427	1	-32	1
GUITAR STORE									
STANLEY LAKE MARKETPLACE NE CORNER 99TH & WADSWORTH	54,889	214	55,102	53,336	122	53,459	3	75	3
SAFEWAY									
LUCENT/KAISEL CORRIDOR 112-120 HURON - FEDERAL	6,254	45,783	52,037	6,775	24,831	31,606	-8	84	65
LUCENT TECHNOLOGY									
WILLOW RUN 128TH & ZUNI	47,421	174	47,596	51,467	390	51,857	-8	-55	-8
SAFEWAY									
BOULEVARD SHOPS 94TH & WADSWORTH CORRIDOR	45,865	5	45,870	44,494	21	44,515	3	-78	3
AMERICAN FURNITURE WAREHOUSE									
NORTHVIEW 92ND AVE YATES TO SHERIDAN	27,440	17,844	45,284	24,610	279	24,888	12	6303	82
SALTGRASS									
VILLAGE AT PARK CENTRE NW CORNER 120TH & HURON	42,479	295	42,774	40,070	587	40,657	6	-50	5
CB & POTTS									
ELWAY/DOUGLAS CORRIDOR NE CORNER 104TH & FED	34,983	91	35,074	39,049	494	39,543	-10	-82	-11
ELWAY MOTORS									
CHURCH RANCH CORPORATE CENTER CHURCH RANCH BOULEVARD	14,871	11,738	26,609	6,045	7,703	13,748	146	52	94
LA QUINTA									
	3,038,601	159,482	3,198,083	2,584,846	73,098	2,657,944	18	118	20

CITY OF WESTMINSTER
GENERAL RECEIPTS BY CENTER - SUMMARY
MONTH and YEAR-TO-DATE JUNE 2008

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Center Location Major Tenant	/-----/			/-----/			/-----/			% Change ---/		
	General Sales	YTD 2008 General Use	Total	General Sales	YTD 2007 General Use	Total	Sales	Use	Total			
WESTFIELD SHOPPING CENTER NW CORNER 92ND & SHER WALMART	2,505,777	13,544	2,519,321	2,546,582	13,437	2,560,019	-2	1	-2			
WESTMINSTER MALL 88TH & SHERIDAN 4 DEPARTMENT STORES	1,857,094	42,669	1,899,763	2,308,540	22,848	2,331,388	-20	87	-19			
CITY CENTER MARKETPLACE NE CORNER 92ND & SHERIDAN CIRCUIT CITY SHOPS AT WALNUT CREEK 104TH & REED TARGET	1,321,661	13,913	1,335,574	1,550,552	8,873	1,559,425	-15	57	-14			
INTERCHANGE BUSINESS CENTER SW CORNER 136TH & I-25 WALMART 136TH	1,265,433	78,367	1,343,801	703,040	47,920	750,959	80	64	79			
BROOKHILL I & II N SIDE 88TH OTIS TO WADS HOME DEPOT	1,144,509	13,934	1,158,443	1,104,216	7,702	1,111,919	4	81	4			
NORTHWEST PLAZA SW CORNER 92 & HARLAN COSTCO	1,127,069	4,029	1,131,099	1,198,618	7,810	1,206,428	-6	-48	-6			
THE ORCHARD 144TH & I-25 JC PENNEY	1,089,505	167,712	1,257,216	701,936	8,943	710,879	55	1775	77			
PROMENADE SOUTH/NORTH S/N SIDES OF CHURCH RANCH BLVD SHANE/AMC	818,750	209,867	1,028,617	1,176,780	90,041	1,266,821	-30	133	-19			
SHERIDAN CROSSING SE CORNER 120TH & SHER KOHL'S	744,550	20,822	765,372	826,853	8,150	835,003	-10	155	-8			
NORTH PARK PLAZA SW CORNER 104TH & FEDERAL KING SOOPERS	686,268	3,811	690,079	617,045	11,956	629,000	11	-68	10			
VILLAGE AT THE MALL S SIDE 88TH DEPEW-HARLAN TOYS 'R US	615,297	3,113	618,410	607,052	2,118	609,170	1	47	2			
STANLEY SHORES CENTER SW CORNER 100TH & WADS KING SOOPERS	443,494	5,275	448,770	425,346	1,581	426,927	4	234	5			
WESTMINSTER CROSSING 136TH & I-25 LOWE'S	375,187	2,232	377,419	391,120	4,768	395,887	-4	-53	-5			
ROCKY MOUNTAIN PLAZA SW CORNER 88TH & SHER	372,651	2,037	374,688	364,285	2,586	366,871	2	-21	2			

CITY OF WESTMINSTER
GENERAL RECEIPTS BY CENTER - SUMMARY
MONTH and YEAR-TO-DATE JUNE 2008

PAGE 4

Center Location Major Tenant	/-----/			/-----/			/-----/			% Change ---/		
	General Sales	YTD 2008 General Use	Total	General Sales	YTD 2007 General Use	Total	Sales	Use	Total			
GUITAR STORE WESTMINSTER PLAZA FEDERAL-IRVING 72ND-74TH SAFEWAY	332,522	24,478	357,000	318,257	1,416	319,674	4	1628	12			
STANLEY LAKE MARKETPLACE NE CORNER 99TH & WADSWORTH SAFEWAY	314,715	1,405	316,120	317,155	1,328	318,483	-1	6	-1			
WILLOW RUN 128TH & ZUNI SAFEWAY	283,495	2,506	286,001	312,325	1,377	313,702	-9	82	-9			
VILLAGE AT PARK CENTRE NW CORNER 120TH & HURON CB & POTTS	256,532	6,814	263,346	239,775	11,536	251,311	7	-41	5			
ELWAY/DOUGLAS CORRIDOR NE CORNER 104TH & FED ELWAY MOTORS	171,058	2,162	173,220	167,480	5,214	172,694	2	-59	0			
SHOENBERG CENTER SW CORNER 72ND & SHERIDAN WALMART 72ND	160,166	3,353	163,519	3,635	8	3,643	4306	42026	4388			
BROOKHILL IV E SIDE WADS 90TH-92ND HANCOCK FABRICS	156,699	5,690	162,389	91,639	1,019	92,658	71	458	75			
STANLEY PLAZA SW CORNER 88TH & WADS WALGREENS	152,985	2,694	155,680	150,614	6,079	156,693	2	-56	-1			
NORTHVIEW 92ND AVE YATES TO SHERIDAN SALTGRASS	147,273	20,229	167,503	212,540	5,297	217,837	-31	282	-23			
BOULEVARD SHOPS 94TH & WADSWORTH CORRIDOR AMERICAN FURNITURE WAREHOUSE	143,725	620	144,344	159,002	2,059	161,061	-10	-70	-10			
	17,790,808	661,530	18,452,338	17,600,381	286,609	17,886,990	1	131	3			
	=====	=====	=====	=====	=====	=====	=====	=====	=====			

City of Westminster
Financial Report
For Six Months Ending June 30, 2008

Description General Fund	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Revenues and Carryover						
Taxes	5,012,710	3,423,703		3,293,387	-130,316	96.2%
Licenses & Permits	1,575,000	817,230	(1)	1,306,186	488,956	159.8%
Intergovernmental Revenue	4,842,280	2,005,351		1,982,430	-22,921	98.9%
Recreation Services	5,689,173	2,859,900		3,243,323	383,423	113.4%
Other Services	8,574,968	3,800,357		3,816,378	16,021	100.4%
Fines	2,353,275	1,153,105		978,854	-174,251	84.9%
Interest Income	500,000	250,000		226,272	-23,728	90.5%
Misc	1,742,029	237,001	(2)	679,764	442,763	286.8%
Leases	1,697,251	848,626		855,308	6,682	100.8%
Interfund Transfers	60,056,933	30,028,466		30,028,466	0	100.0%
Sub-total Revenues	92,043,619	45,423,739		46,410,368	986,629	102.2%
Carryover	1,500,000	1,500,000		1,500,000	0	100.0%
Revenues and Carryover	<u>93,543,619</u>	<u>46,923,739</u>		<u>47,910,368</u>	<u>986,629</u>	<u>102.1%</u>
Expenditures						
City Council	206,348	96,735		86,168	-10,567	89.1%
City Attorney's Office	1,105,473	549,341		523,559	-25,782	95.3%
City Manager's Office	1,159,924	568,126		516,399	-51,727	90.9%
Central Charges	25,476,533	11,841,069		10,526,699	-1,314,370	88.9%
General Services	5,306,175	2,575,472		2,413,405	-162,067	93.7%
Finance	1,891,094	934,569		862,300	-72,269	92.3%
Police	20,657,256	10,222,352		9,745,119	-477,233	95.3%
Fire Emergency Services	11,312,021	5,574,152		5,249,041	-325,111	94.2%
Community Development	4,650,725	2,308,744		2,272,413	-36,331	98.4%
Public Works & Utilities	7,170,255	2,936,271		2,688,771	-247,500	91.6%
Parks, Recreation & Libraries	14,607,815	6,987,020		6,286,045	-700,975	90.0%
Total Expenditures	<u>93,543,619</u>	<u>44,593,851</u>		<u>41,169,919</u>	<u>-3,423,932</u>	<u>92.3%</u>
Revenues and Carryover						
Over(Under) Expenditures	<u>0</u>	<u>2,329,888</u>		<u>6,740,449</u>	<u>4,410,561</u>	

(1) Reflects commercial building permit activity in the North Huron Urban Renewal Area

(2) Reflects reimbursement from the city of Thornton for 144th Avenue Bridge IGA

City of Westminster
Financial Report
For Six Months Ending June 30, 2008

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Sales and Use Tax Fund						
Revenues and Carryover						
Sales Tax						
Sales Tax Returns	41,420,167	21,871,948		21,304,982	-566,966	97.4%
Sales Tx Audit Revenues	684,000	430,320		233,237	-197,083	54.2%
S-T Rev. STX	<u>42,104,167</u>	<u>22,302,268</u>		<u>21,538,219</u>	<u>-764,049</u>	<u>96.6%</u>
Use Tax						
Use Tax Returns	8,811,551	3,860,705		4,587,622	726,917	118.8%
Use Tax Audit Revenues	761,782	366,417		513,283	146,866	140.1%
S-T Rev. UTX	<u>9,573,333</u>	<u>4,227,122</u>		<u>5,100,905</u>	<u>873,783</u>	<u>120.7%</u>
Total STX and UTX	<u>51,677,500</u>	<u>26,529,390</u>		<u>26,639,124</u>	<u>109,734</u>	<u>100.4%</u>
Public Safety Tax						
PST Tax Returns	11,647,649	5,831,757		5,996,609	164,852	102.8%
PST Audit Revenues	126,284	54,309		149,247	94,938	274.8%
Total Rev. PST	<u>11,773,933</u>	<u>5,886,066</u>		<u>6,145,856</u>	<u>259,790</u>	<u>104.4%</u>
Total Interest Income	150,000	75,000		111,067	36,067	148.1%
Carryover	0	0		0	0	N/A
Total Revenues and Carryover	<u>63,601,433</u>	<u>32,490,456</u>		<u>32,896,047</u>	<u>405,591</u>	<u>101.2%</u>
Expenditures						
Central Charges	63,601,433	31,800,716		31,800,716	0	100.0%
Revenues and Carryover	0	689,740		1,095,331	405,591	
Over(Under) Expenditures						

City of Westminster
Financial Report
For Six Months Ending June 30, 2008

Description	Budget	Notes	Actual	(Under) Over Budget	% Budget
POST Fund					
Revenues and Carryover					
Sales & Use Tax	4,897,190		2,562,477	112,782	104.6%
Interest Income	60,000		22,420	-7,580	74.7%
Sale of Assets	150,000		150,000	0	100.0%
Miscellaneous	88,832	(1)	54,890	10,474	123.6%
Sub-total Revenues	<u>5,196,022</u>		<u>2,789,787</u>	<u>115,676</u>	<u>104.3%</u>
Carryover	0		0	0	N/A
Total Revenues and Carryover	<u>5,196,022</u>		<u>2,789,787</u>	<u>115,676</u>	<u>104.3%</u>
Expenditures					
Central Charges	4,856,930		2,392,344	95,599	104.2%
Park Services	<u>339,092</u>		<u>122,624</u>	<u>-46,922</u>	<u>72.3%</u>
	<u>5,196,022</u>		<u>2,514,968</u>	<u>48,677</u>	<u>102.0%</u>
Over(Under) Expenditures	<u>0</u>		<u>274,819</u>	<u>66,999</u>	

(1) Reflects lease revenue for various open space properties.

City of Westminster
Financial Report
For Six Months Ending June 30, 2008

Description	Budget	Notes	Actual	(Under) Over Budget	% Budget
Water and Wastewater Fund-Combined					
Operating Revenues					
License & Permits	70,000	(1)	49,370	14,370	141.1%
Rates and Charges	37,661,877		14,876,907	(301,616)	98.0%
Miscellaneous	311,414		144,222	(11,485)	92.6%
Total Operating Revenues	<u>38,043,291</u>		<u>15,070,499</u>	<u>(298,731)</u>	<u>98.1%</u>
Operating Expenses					
Central Charges	5,705,227		2,760,545	(92,069)	96.8%
Finance	649,035		284,084	(20,962)	93.1%
Public Works & Utilities	19,596,959		7,853,738	(835,505)	90.4%
Information Technology	2,721,227		1,214,701	(118,700)	91.1%
Total Operating Expenses	<u>28,672,448</u>		<u>12,113,068</u>	<u>(1,067,236)</u>	<u>91.9%</u>
Operating Income (Loss)	<u>9,370,843</u>		<u>2,957,431</u>	<u>768,505</u>	
Other Revenue and Expenses					
Tap Fees	9,925,000	(1)	7,496,384	3,016,259	167.3%
Interest Income	1,550,000		871,267	96,267	112.4%
Interfund Transfers	10,160,069		6,949,532	0	100.0%
Sale of Assets	0		1,157,902	1,157,902	N/A
Carryover	(148,257)		(148,257)	0	100.0%
Debt Service	(6,308,662)		(2,267,697)	0	100.0%
Total Other Revenue (Expenses)	<u>15,178,150</u>		<u>14,059,131</u>	<u>4,270,428</u>	<u>143.6%</u>
Increase (Decrease) in Net Assets	<u>24,548,993</u>	(2)	<u>17,016,562</u>	<u>5,038,933</u>	

(1) Reflects significant development activity in the North Huron Urban Renewal Area

(2) Increase in Net Assets available for Capital Projects and Reserves

City of Westminster
Financial Report
For Six Months Ending June 30, 2008

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Water Fund						
Operating Revenues						
License & Permits	70,000	35,000	(1)	49,370	14,370	141.1%
Rates and Charges	26,597,850	9,661,789		9,366,107	(295,682)	96.9%
Miscellaneous	301,414	150,707		144,209	(6,498)	95.7%
Total Operating Revenues	<u>26,969,264</u>	<u>9,847,496</u>		<u>9,559,686</u>	<u>(287,810)</u>	<u>97.1%</u>
Operating Expenses						
Central Charges	3,982,052	1,991,026		1,930,393	(60,633)	97.0%
Finance	649,035	305,046		284,084	(20,962)	93.1%
Public Works & Utilities	12,870,063	5,665,386		5,187,577	(477,809)	91.6%
Information Technology	2,721,227	1,333,401		1,214,701	(118,700)	91.1%
Total Operating Expenses	<u>20,222,377</u>	<u>9,294,859</u>		<u>8,616,755</u>	<u>(678,104)</u>	<u>92.7%</u>
Operating Income (Loss)	<u>6,746,887</u>	<u>552,637</u>		<u>942,931</u>	<u>390,294</u>	
Other Revenue and Expenses						
Tap Fees	7,500,000	3,415,200	(1)	5,553,918	2,138,718	162.6%
Interest Income	900,000	450,000		601,602	151,602	133.7%
Interfund Transfers	8,887,770	6,313,382		6,313,382	0	100.0%
Sale of Assets	0	0		1,157,902	1,157,902	N/A
Carryover	(108,725)	(108,725)		(108,725)	0	100.0%
Debt Service	(4,801,939)	(1,657,903)		(1,657,903)	0	100.0%
Total Other Revenues (Expenses)	<u>12,377,106</u>	<u>8,411,954</u>		<u>11,860,176</u>	<u>3,448,222</u>	<u>141.0%</u>
Increase (Decrease) in Net Assets	<u>19,123,993</u>	<u>8,964,591</u>	(2)	<u>12,803,107</u>	<u>3,838,516</u>	

(1) Reflects significant development activity in the North Huron Urban Renewal Area

(2) Increase in Net Assets available for Capital Projects and Reserves

City of Westminster
Financial Report
For Six Months Ending June 30, 2008

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Wastewater Fund						
Operating Revenues						
Rates and Charges	11,064,027	5,516,734		5,510,800	(5,934)	99.9%
Miscellaneous	10,000	5,000		13	(4,987)	0.3%
Total Operating Revenues	<u>11,074,027</u>	<u>5,521,734</u>		<u>5,510,813</u>	<u>(10,921)</u>	<u>99.8%</u>
Operating Expenses						
Central Charges	1,723,175	861,588		830,152	(31,436)	96.4%
Public Works & Utilities	6,726,896	3,023,857		2,666,161	(357,696)	88.2%
Total Operating Expenses	<u>8,450,071</u>	<u>3,885,445</u>		<u>3,496,313</u>	<u>(389,132)</u>	<u>90.0%</u>
Operating Income (Loss)	<u>2,623,956</u>	<u>1,636,289</u>		<u>2,014,500</u>	<u>378,211</u>	
Other Revenue and Expenses						
Tap Fees	2,425,000	1,064,925	(1)	1,942,466	877,541	182.4%
Interest Income	650,000	325,000		269,665	(55,335)	83.0%
Interfund Transfers	1,272,299	636,150		636,150	0	100.0%
Carryover	(39,532)	(39,532)		(39,532)	0	100.0%
Debt Service	(1,506,723)	(609,794)		(609,794)	0	100.0%
Total Other Revenues (Expenses)	<u>2,801,044</u>	<u>1,376,749</u>		<u>2,198,955</u>	<u>822,206</u>	<u>159.7%</u>
Increase (Decrease) in Net Assets	<u>5,425,000</u>	<u>3,013,038</u>	(2)	<u>4,213,455</u>	<u>1,200,417</u>	

(1) Reflects significant development activity in the North Huron Urban Renewal Area

(2) Increase in Net Assets available for Capital Projects and Reserves

City of Westminster
Financial Report
For Six Months Ending June 30, 2008

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Storm Drainage Fund						
Revenues and Carryover						
Charges for Services	1,840,000	920,000		967,039	47,039	105.1%
Interest Income	0	0		43,069	43,069	N/A
Miscellaneous	0	0		4,437	4,437	N/A
Sub-total Storm Drainage Revenues	1,840,000	920,000		1,014,545	94,545	110.3%
Carryover	0	0		0	0	N/A
Total Revenues and Carryover	1,840,000	920,000		1,014,545	94,545	110.3%
Expenses						
General Services	91,860	30,038		22,958	(7,080)	76.4%
Community Development	123,740	61,251		61,555	304	100.5%
Park Services	170,000	85,000		5,686	(79,314)	6.7%
Public Works & Utilities	360,400	129,744		117,242	(12,502)	90.4%
Total Expenses	746,000	306,033		207,441	(98,592)	67.8%
Increase (Decrease) in Net Assets	<u>1,094,000</u>	<u>613,967</u>	(1)	<u>807,104</u>	<u>193,137</u>	

(1) Increase in Net Assets available for Capital Projects and Reserves

City of Westminster
Financial Report
For Six Months Ending June 30, 2008

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Golf Courses Combined						
Revenues						
Carryover	0	0		0	0	N/A
Charges for Services	3,226,101	1,432,679		1,521,701	89,022	106.2%
Interest Income	0	0		10,607	10,607	N/A
Interfund Transfers	467,150	233,575		233,575	0	100.0%
Total Revenues	<u>3,693,251</u>	<u>1,666,254</u>		<u>1,765,883</u>	<u>99,629</u>	<u>106.0%</u>
Expenses						
Central Charges	210,500	105,035		89,392	(15,643)	85.1%
Recreation Facilities	<u>2,982,436</u>	<u>1,545,784</u>		<u>1,269,717</u>	<u>(276,067)</u>	<u>82.1%</u>
Total Expenses	<u>3,192,936</u>	<u>1,650,819</u>		<u>1,359,109</u>	<u>(291,710)</u>	<u>82.3%</u>
Operating Income (Loss)	500,315	15,435		406,774	391,339	
Debt Service Expense	<u>500,315</u>	<u>142,658</u>		<u>142,658</u>	<u>0</u>	<u>100.0%</u>
Revenues Over(Under) Expenditures	<u>0</u>	<u>(127,223)</u>		<u>264,116</u>	<u>391,339</u>	

City of Westminster
Financial Report
For Six Months Ending June 30, 2008

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Pro rated Budget	% Budget
Legacy Ridge Fund						
Revenues						
Carryover	(117,732)	(58,866)		(58,866)	0	100.0%
Charges for Services	1,661,452	742,669		800,615	57,946	107.8%
Interest Income	0	0		10,607	10,607	N/A
Total Revenues	<u>1,543,720</u>	<u>683,803</u>		<u>752,356</u>	<u>68,553</u>	<u>110.0%</u>
Expenses						
Central Charges	107,700	53,635		44,020	(9,615)	82.1%
Recreation Facilities	1,436,020	712,266		597,695	(114,571)	83.9%
Total Expenses	<u>1,543,720</u>	<u>765,901</u>		<u>641,715</u>	<u>(124,186)</u>	<u>83.8%</u>
Revenues Over(Under) Expenditures	<u>0</u>	<u>(82,098)</u>		<u>110,641</u>	<u>192,739</u>	

City of Westminster
Financial Report
For Six Months Ending June 30, 2008

Description	Pro-rated for Seasonal Flows			Notes	Actual	(Under) Over Budget	% Budget
	Budget						
Heritage at Westmoor Fund							
Revenues							
Carryover	117,732	58,866			58,866	0	100.0%
Charges for Services	1,564,649	690,010			721,086	31,076	104.5%
Interfund Transfers	467,150	233,575			233,575	0	100.0%
Total Revenues	<u>2,149,531</u>	<u>982,451</u>			<u>1,013,527</u>	<u>31,076</u>	<u>103.2%</u>
Expenses							
Central Charges	102,800	51,400			45,372	(6,028)	88.3%
Recreation Facilities	1,546,416	833,518			672,022	(161,496)	80.6%
Sub-Total Expenses	<u>1,649,216</u>	<u>884,918</u>			<u>717,394</u>	<u>(167,524)</u>	<u>81.1%</u>
Operating Income	500,315	97,533			296,133	198,600	
Debt Service Expense	500,315	142,658			142,658	0	100.0%
Revenues over (under) Expenditures	<u>0</u>	<u>(45,125)</u>			<u>153,476</u>	<u>198,601</u>	



W E S T M I N S T E R
C O L O R A D O

Agenda Item 8 B

Agenda Memorandum

City Council Meeting
July 28, 2008



SUBJECT: Fire Hose Purchase

Prepared By: Doug Hall, Deputy Fire Chief - Administration

Recommended City Council Action

Authorize the purchase of fire hose from Max Fire in an amount not to exceed \$55,464.

Summary Statement

- On April 23, 2007, City Council authorized the Fire Department to proceed with the Assistance to Firefighters Grant (AFG) application for the Department of Homeland Security grant funding for fire hose, nozzles, and self-contained breathing apparatus. The AFG grant application specified a total of \$103,100, with an 80 percent reimbursement of City funds through the AFG program.
- The Fire Department was awarded a grant for \$103,100 to purchase fire hose, nozzles, and self-contained breathing apparatus through the AFG. This purchase is one phase of the purchase of material authorized by the grant.
- The Fire Department will initially pay the full amount of \$55,464 and then be reimbursed \$44,372 by the AFG.

Expenditure Required: \$ 55,464

Source of Funds: 2008 Fire Department Operating Budget

Policy Issue

Does City Council want to proceed with the purchase of replacement fire hose as outlined in this agenda memorandum?

Alternative

City Council could direct Staff to purchase fire hose from a vendor with a lower bid. Staff does not recommend this alternative as none of the other vendors bid hose that met the foam capability and pressure test specifications.

Background Information

Subsequent to the AFG approval, the Fire Department conducted a competitive bid process for the fire hose portion of the grant application. Eight vendors returned bids ranging from \$36,006 to \$59,631.

Vendor	Bid Quote
MES	\$ 36,006
S S I	\$ 36,427
Darley	\$ 38,666
LN Curtis	\$ 48,712
Front Range Fire	\$ 49,923
Casco	\$ 50,890
Max Fire	\$ 55,464
Mark Ellis Sales	\$ 59,631

Staff analysis of all vendor bids reveals the Max Fire quote is the only response meeting all bid specifications and is the only vendor indicating compliance with two critical specifications: compressed air foam compatibility and pressure test requirements.

Compatibility with compressed air foam agents is crucial to fire ground operations involving structure fires and grass fires. Four of the six first due fire engines are equipped with compressed air foam systems. Fire hose must be compatible with the foam agents utilized to prevent deterioration and subsequent failure during use. Class A foams use less water in combating fires and enhance fire extinguishment capability with less overall damage to property.

The fire hose pressure test requirement involves both a normal service pressure test and a burst pressure test insuring the hose is constructed to industry standards. This enables fire hose to withstand the water pressures it is subjected to in meeting fire stream requirements. Experience has demonstrated that fire hose meeting pressure tests specified by industry standards will have increased longevity over hose constructed to a lower standard.

Respectfully submitted,

J. Brent McFall
City Manager



Agenda Item 8 C

W E S T M I N S T E R C O L O R A D O

Agenda Memorandum

City Council Meeting
July 28th, 2008



SUBJECT: 2008 School Speed Limit Flasher System Replacement, Phase I

Prepared By: Greg Olson, Transportation Systems Coordinator

Recommended City Council Action

Authorize the City Manager to execute a contract with Integrated Electric, Inc. in the amount of \$78,800 for replacement of the existing school speed limit flasher equipment at various locations throughout the City; and authorize a 10% construction contingency of \$7,880

Summary Statement

- The City operates and maintains school speed limit flashers that are intended to provide a level of safety for children at school crossings.
- The majority of the existing school flasher time clocks have been in operation for 17 years and are now unable to perform all of the operational requirements that schools have identified.
- Maintenance delays of several days often occur from the time the equipment actually fails to when staff receives a report that there is a problem with the equipment.
- Funding is available in 2008 for replacement of the control equipment for 40 of the City's 74 school flashers.
- Enhanced features of the new system increase the operational safety of the school crossing locations.
- Unlike the current school flashers, the proposed new system has central control capability to manage each school flasher clock from City Hall to include instant failure reports that will decrease trouble call reporting times.

Expenditure Required: \$86,680

Source of Funds: General Capital Improvement Fund – Traffic Signal Project

Policy Issue

Should the City replace the existing school speed limit flasher equipment?

Alternative

Postpone installation of the Phase I system until funding is available to replace all school zone flasher equipment. This alternative is not recommended as a multi-year phased approach allows for approximately half of the City to benefit in 2008 from the improvements the new system provides.

Background Information

The City has a total of 74 school speed limit flashers with the majority of the time clock equipment installed in 1991. The electronics in the time clocks running the flashing beacons are outdated and cannot perform all of the functions now required by the schools such as early release days and additional days off during the year. The equipment requires a technician to visit each school zone flasher location for programming at the start of the new school year with the time clocks becoming increasingly difficult to enter data due to aging keyboards and defective readout displays. The school speed limit flasher clocks have performed well over the years but do not automatically report equipment or electrical power failures back to City staff. Trouble calls for school flashing beacon malfunctions typically originate from schools, citizens, and police officers with reports that often indicate the equipment has not worked for several days.

The proposed system has many advanced features to improve the operational safety and maintenance of the City's school speed limit flashing beacons. The key feature utilizes a central computer system and software in City Hall that communicates via radio with each speed limit flasher. This should eliminate contracted manpower requirements to perform the annual programming of time clocks prior to each school year. The central computer system maintains a database that controls all of the flashing beacons and verifies and automatically corrects any data errors found. The system also automatically synchronizes each time clock so that all flashing beacons near the same school operate at exactly the same time, thereby eliminating trouble calls due to clocks becoming non-synchronized. The new system has the ability to instantly notify City staff when each clock turns on and off and whether there is a maintenance issue such as a defective clock or loss of power. In addition, each speed limit flasher will continue to run normally should there be a problem with the central computer system.

It is proposed that replacement of the speed limit flashers be phased over a multi-year period. Phase I construction would include the software for the central computer system and master radio in City Hall and 40 time clocks and radios. The remaining 34 school speed limit flashers will be replaced in 2009 or 2010 as funding allows. Phasing the installation of the school speed limit flashers over a multi-year period provides funding flexibility should warrants for installation of a new traffic signal be fulfilled later this year or next.

Bids were solicited and received on June 11th as follows:

Contractor	Bid Amount
Integrated Electric	\$78,800
Sturgeon Electric	\$83,620
W.L. Contractors	\$89,995
Tetra Tech	\$90,446
DKS Enterprises	\$93,840

The low bidder, Integrated Electric Inc., has satisfactorily performed traffic signal maintenance and construction of new traffic signals for the City in the past. Due to the nature of this project, a 10% construction allowance of \$7,880 will be adequate for a total cost of \$86,680. When funding becomes available, the Phase II replacement cost for the school flasher equipment is estimated at \$70,000.

Respectfully submitted,

J. Brent McFall
City Manager



Agenda Item 8 D

W E S T M I N S T E R C O L O R A D O

Agenda Memorandum

City Council Meeting
July 28, 2008



SUBJECT: North Area Salt and Equipment Storage Facility Construction Contract

Prepared By: Kent Brugler, P.E., Senior Engineer
Abel Moreno, Capital Projects and Budget Management Manager

Recommended City Council Action

Based on the recommendation of the City Manager, find that the public interest will be best served by a negotiated contract with JHL Constructors, Inc. Authorize the City Manager to execute the Construction Manager/General Contractor (CM/GC) contract with JHL Constructors, Inc. with a guaranteed-maximum-price in the amount of \$698,762; and authorize a 12% contingency in the amount of \$83,851. This authorization is contingent on City Council approving the 2007 Carryover Request.

Summary Statement

- For several years, the City has been evaluating sites for the location of a North Area Salt and Equipment Storage Facility to improve response time to winter storms in the rapidly expanding northern section of the city.
- The proposed site adjacent to the Big Dry Creek Wastewater Treatment Facility (BDCWWTF) was selected due to lower site development costs and its proximity to the facilities at the treatment plant.
- Two cost proposals were received from contractors currently under contract with the City for large-scale construction projects.
- City Council is requested to approve a Construction Manager/General Contractor (CM/GC) contract with JHL Constructors Inc. with a guaranteed-maximum-price (GMP) for the construction of the North Area Salt and Equipment Storage Facility. Staff is confident that JHL's GMP is competitive since their proposal was the lower of the two received and they competitively bid all the major items of work.
- J&T Consulting, Inc. is providing the design and construction management services for the salt storage facility in the amount of \$47,170.
- The total project budget for the North Area Salt and Equipment Storage Facility is \$860,000 contingent on City Council approving the City's 2007 Carryover Request.

Expenditure Required: \$860,000 (\$782,613 for JHL Contract)

Source of Funds:	General Fund – Salt Storage Facility	\$338,581
	Utility Fund – MSC Renovation Project	\$205,863
	General Fund – 2007 Carry-over Funds	<u>\$315,556</u>
	Total Funding:	\$860,000

Policy Issue

Should the City execute a negotiated guaranteed maximum price contract with JHL Constructors Inc. in the amount of \$698,762 and authorize a construction contingency in the amount of \$83,851 for the North Area Salt and Equipment Storage Facility?

Alternatives

1. Reject JHL's proposed CM/GC contract and rebid the project. It is unlikely that this would result in reduced costs since JHL's proposal was the lower of two received and the major items of work are competitively bid. Re-bidding the project would also delay the start of construction and delay the initial use of the facility into the winter season.
2. Reject Staff's recommendation to execute a contract with JHL Constructors and choose not to construct the North Area Salt and Equipment Storage Facility. Delaying the construction of the North Area Salt and Equipment Storage Facility could result in increased future costs due to material cost escalations and inflation, and will not improve the City's response to snow events in the northern section of the City.

Staff does not recommend either of these alternatives.

Background Information

The proposed North Area Salt and Equipment Storage Facility has been anticipated for a number of years. Due to the continued growth of the City over the past ten years, Staff believes it is critical to have snow removal material storage in the northern area of the City where significant growth has been occurring. The drive is 9 miles from the Municipal Service Center (MSC) to 132nd Avenue and Huron Street and takes approximately 25 minutes during winter snow storms. Operating a northern salt storage facility will greatly improve the City's response to snow removal needs and result in a more efficient, cost-effective service. The facility will also provide for storage of materials and equipment for other Public Works and Utilities functions in the northern section of the City, thereby reducing travel time and increasing the efficiency of day-to-day operations.

Staff has evaluated several sites over the last few years for the location of the north storage facility, including the now developed Wal-Mart site at 136th Avenue and Interstate 25 and City property located just east of the Reclaimed Water Treatment Facility. The Wal-Mart option was abandoned several years ago due to the development potential it provided, and the Reclaimed Facility site was abandoned last year due to the higher costs (as much as 50%) to develop the site. The current site was chosen mainly due to the lesser costs to develop the site and its proximity to the Big Dry Creek Wastewater Treatment Facility and its restrooms, break-room and fueling station.

Consultant Selection

J&T Consulting, Inc. (J&T) provided Owner's Representative services for the project when it was planned to be located adjacent to the Reclaimed Water Treatment Facility, and they are currently providing Owner's Representative services for the Big Dry Creek Wastewater Treatment Facility Upgrade and Expansion Project. Due to their familiarity with the plant site, J&T assisted Staff with the preliminary evaluation of the BDCWWTF site and the layout of the proposed salt and equipment storage facilities.

Prior to designing the salt storage facility, J&T assisted Staff in working with the Army Corps of Engineers in determining whether the BDCWWTF site was a viable option due to the wetland issues that existed at the site. The City received authorization from the Army Corps of Engineers to permit the development of the site for a salt storage and equipment facility, which included the requirement to mitigate the minor wetland impact.

Based on their involvement in this project and their performance with the City on other projects, J&T is the preferred consultant for completing this project. Staff has negotiated a very cost-effective proposal with J&T, less than 7% of the construction cost, for design and construction management services.

Contractor Selection

Initially, Staff approached Lillard & Clark Construction Company (L&C) for a guaranteed maximum price proposal to construct the facility since they were already mobilized and working on the BDCWWTF project, and Staff believed they could provide a more competitive cost proposal than any other construction contractor. In order to ensure the competitiveness of the L&C's cost proposal, City Staff initiated conversations with the City's Municipal Service Center contractor, JHL Constructors, Inc. City Staff requested JHL to provide a complete and thorough evaluation and independent cost proposal for comparison purposes.

After reviewing both cost proposals and ensuring that the proposals were based on a similar scope of work, Staff determined that JHL Constructors, Inc. had the most qualified and cost-effective project proposal. Based on Staff's experience in managing the MSC renovation project with JHL, Staff is pleased with JHL's experience and thoroughness in executing the project on time and within budget.

A third construction contract bid was not received since Staff believed that the City already had two qualified and available contractors under contract for other similar projects that could cost effectively build a North Area Salt and Equipment Storage Facility. Within the CM/GC contract provisions, all major work items are competitively bid, which maintains the cost-competitive nature of the proposal.

Project Scope of Work

The project scope of work includes the construction of a building to store 2,600 tons of de-icing salt, a 5 bay equipment storage facility and material storage for other public works and utilities functions. Additional work includes earthwork for the building and pavement areas, concrete curb and gutter, landscaping, electrical, and storm and sanitary sewer piping. The City's Street Division will be providing the asphalt paving of the site to help in managing the total cost of the project. City Council previously authorized the funding and contract for the Street Division contractor to pave the North Area Salt and Equipment Storage Facility as part of its 2008 paving contract.

Project Costs and Schedule

The following is a breakdown of the estimated project costs:

Architectural/Consultants Fees	\$ 47,170
Construction Contract GMP	698,762
Construction Contingency (12%)	83,851
Miscellaneous Expenses	30,000
Total Costs	\$859,783

The following construction schedule is anticipated:

GMP Notice of Award	August 11, 2008
Mobilization	August 13, 2008
Construction	August - November 2008
Initial Storage Space Available	September 15, 2008
Substantial Completion	October 31, 2008
Final completion	November 30, 2008

The North Area Salt and Equipment Storage Facility project helps achieve the City Council's Strategic Plan Goals of "Safe and Secure Community" by providing a salt storage and maintenance equipment facility in the north area for the City; and "Financially Sustainable City Government" by contributing to the objective of well-maintained City Infrastructure and Facilities.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

North Area Salt and Equipment Storage Facility





Agenda Item 8 E

W E S T M I N S T E R C O L O R A D O

Agenda Memorandum

City Council Meeting
July 28, 2008



SUBJECT: 2008/2009 Water and Sewer Line Replacement Program Engineering Contract

Prepared By: Kent W. Brugler, P.E., Senior Engineer

Recommended City Council Action

Based on the recommendation of the City Manager, find that the public interest would best be served by accepting the proposal of Brown and Caldwell, Inc. for the identified work. Authorize the City Manager to execute a contract with Brown and Caldwell, Inc. in the amount of \$964,350 to provide engineering design and construction administration services for the 2008/2009 Water and Sewer Line Replacement Program; and authorize a 10% contingency of \$96,435.

Summary Statement

- Every three years, the Utilities Operations Division completes an inspection program of all of the City's sewer collection system, and identifies pipelines that must be repaired or replaced. Water lines are also evaluated regularly to determine the lines that must be replaced or upsized due to flow or pressure requirements.
- As a result of the current inspections, the Utilities Division has identified approximately 12,500 feet of sewer lines that must be replaced as part of the 2008 program, and an additional 12,500 feet of sewer lines to replace in 2009 due to numerous physical deficiencies.
- The Utilities Division has also identified the need to replace approximately 12,500 feet of water lines in 2008 and an additional 12,500 feet in 2009 due to the age of the pipe, break history, flow capacity or pipe material.
- A Request for Proposals was sent to five engineering firms who were pre-qualified by Staff to submit a proposal for this work, and the City received proposals from four of the five firms.
- After careful evaluation of the proposals and interviews with the two top ranked firms, Staff recommends the award of the contract to Brown and Caldwell, Inc. based on their understanding of the project scope, their prior experience with similar projects, their technical and administrative capabilities and their total man-hours and fee outlined in their proposal.
- This contract includes engineering services to be provided through the design, bidding and construction administration phases. The scope of work for the construction phase services may be amended at a later time after the design is completed and when a more accurate understanding of the construction duration and complexity is identified.
- Adequate funds were included in the 2008 Utility Fund Capital Improvement Budget for this expense.

Expenditure Required: \$1,060,785

Source of Funds: Utility Fund CIP – Opencut Waterline Replacement
Utility Fund CIP – PACP Sewer Line Opencut Replacement

Policy Issues

Should the City proceed with the engineering work required for the replacement of deteriorated sewer and water lines, and award the contract at this time to Brown and Caldwell, Inc.?

Should the City award this contract to the firm with the most responsive overall proposal rather than to the firm with the lowest cost proposal?

Alternatives

1. The City could choose to delay the start of the engineering work for this project or choose to not complete these sewer and water line improvements at this time. Since this project has been approved in the 2007/2008 Utility Fund Capital Improvement Budget and these lines have been identified as high priority lines for replacement, delaying the project could result in increased maintenance and repair expenses and possible service impacts to the residents.
2. The City could choose to award the engineering contract to one of the other three firms that submitted a proposal. Staff believes that Brown and Caldwell will provide the best value product based on Staff's evaluation of the proposals, including the total man-hours and total fee presented in the proposals.

Background Information

Every year, Public Works' Utilities Operations Division conducts video inspections of a third of the City's wastewater collection lines, evaluates their condition and establishes a priority list for lines that need to be replaced or repaired. The most recent inspections have identified approximately 12,500 feet of 6 inch and 8 inch diameter sewer lines that must be replaced in the southern section of the City, generally located between 72nd Avenue and Highway 36 from Sheridan Boulevard to Irving Street (see attached map), as part of the 2008 Replacement Program. These lines have one or more physical deficiencies, including being undersized, contain sags or depressions along their length, have off-set joints or are otherwise damaged. In addition, Staff has identified approximately 12,500 feet of water lines that should be replaced as part of the 2008 Replacement Program due to age, condition, break history or as recommended in the recently completed Utility System Master Plan. These lines are located in the Skyline Vista area between Federal Boulevard and Zuni Street.

For the 2009 Replacement Program, Staff has identified approximately 12,500 feet of sewer lines and 12,500 feet of water lines that must be replaced in the Sunset Ridge area, generally located between Lowell and Federal Boulevards from 92nd to 96th Avenue. These lines have similar deficiencies that require their replacement. In addition to these lines, a waterline along Federal Boulevard from 81st to 82nd Avenue must be replaced and relocated due to multiple breaks in the line and its inaccessibility for repair. By improving both utility lines in these mostly residential areas concurrently and in advance of planned street improvements in these areas, the City will reduce future utility related impacts to these residents.

In October of 2006, Staff issued a Request for Qualifications from the engineering community for all types of projects for the 2007/2008 Utility Capital Improvement Program to identify general qualifications. The City received approximately 25 Statements of Qualifications and assigned each qualified firm to specific projects. In June of 2008, Staff sent a Request for Proposals to five firms that qualified for the 2008/2009 Water and Sewer Line Local Sewer Line Replacement Project, and received a proposal from each firm in June. The proposals addressed all services to be provided through design, bidding and construction administration. During the proposal process, Staff gave each firm the opportunity to meet individually and discuss the project requirements.

The following is a summary of the firms that submitted a proposal, their respective fees and proposed total man-hours:

Engineering Firm	Total Fee	Total Man-hours
Brown and Caldwell	\$964,350	6,484
Burns & McDonnell	\$1,033,898	6,302
Black & Veatch	\$962,001	6,896
Stantec	\$966,336	6,989

Staff carefully evaluated each technical proposal and ranked each firm based on their technical approach to the project, their experience on similar projects and their administrative ability to complete the project within the City's requirements, and this evaluation resulted in the ranking of each firm. Staff then interviewed the top two firms, Brown and Caldwell and Black & Veatch, to discuss their proposals in more detail, including the project team assigned to the project, their specific project experience, their proposed scope of work and proposed man-hour and fee schedule. Based on these evaluations and interviews, Staff determined that Brown and Caldwell provided the most comprehensive and responsive proposal that addressed all the project requirements and believes Brown and Caldwell will provide the best level of service to the City.

The design phase for the 2008 program is expected to be completed by the end of September of 2008 and construction is scheduled to begin in December. The design phase for the 2009 program is expected to be completed by mid-November of 2008 and construction is scheduled to begin in February of 2009. The duration of the construction administration services has been estimated for a construction time of eight months for each year's program. Based on the updated construction schedule to be determined at the completion of the design phase, the engineering construction administration services may be amended at that time.

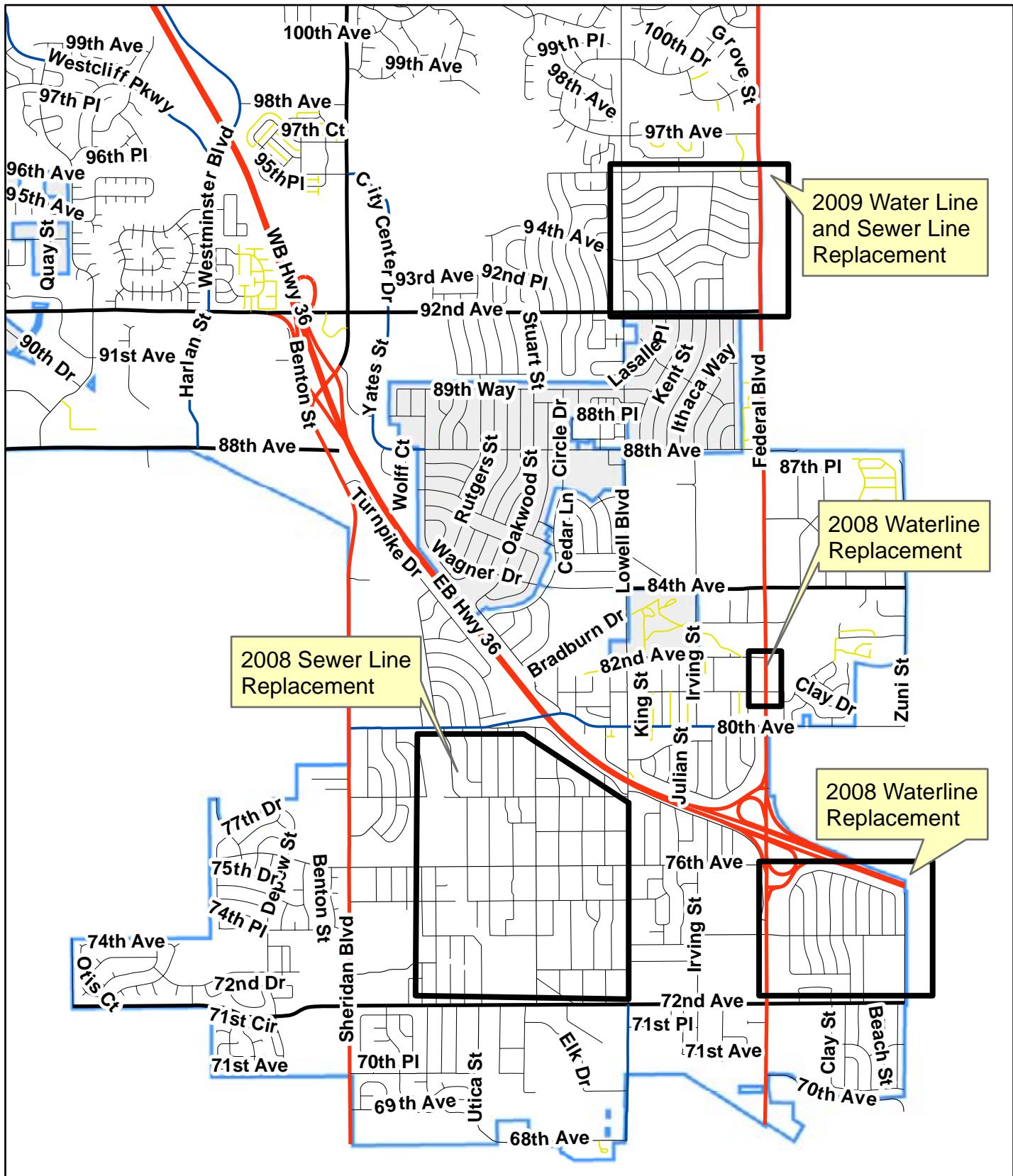
The 2008/2009 Water and Sewer Line Replacement Program helps achieve the City Council's Strategic Plan Goal of "Financially Sustainable City Government" by contributing to the objective of well-maintained City Infrastructure and Facilities.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

2008-2009 Water and Sewer Line Replacement Program



City of Westminster

0 1,300 2,600 3,900 5,200 Feet





W E S T M I N S T E R
C O L O R A D O

Agenda Item 8 F

Agenda Memorandum

City Council Meeting
July 28, 2008



SUBJECT: West Nile Virus Intergovernmental Agreement with the Jefferson County Department of Health and Environment

Prepared By: Richard Dahl, Park Services Manager

Recommended City Council Action

Authorize the Mayor to sign an Intergovernmental Agreement (IGA) between the City of Westminster, and the Jefferson County Department of Health and Environment to reimburse the City for mosquito control expenses within the Jefferson County portion of the City for the year 2008.

Summary Statement

- The objective of Jefferson County's public health mosquito control program is to prevent the mosquito-borne transmission of diseases to humans, livestock, and domestic pets. In order to effectively deal with the continuing threat of mosquito-borne transmission of West Nile Virus and other arboviral diseases, Jefferson County, for 2008, is contracting with Colorado Otter Tail Environmental, Inc. for Integrated Mosquito Management (IMM) services within certain areas of Jefferson County.
- In December 2007, the City entered into a two-year agreement with Colorado Mosquito Control (CMC) to manage and control all mosquito populations including those capable of transmitting West Nile Virus and within the boundaries of the City of Westminster.
- The City of Westminster's 2008 expenditure for mosquito control with CMC is \$45,553.
- Because the City currently performs mosquito control within Jefferson County, the County will reimburse a portion of the City's West Nile Virus maintenance program in the amount of \$11,405.50.

Expenditure Required: \$ 0

Source of Funds: N/A

Policy Issue

Should the City of Westminster enter into an Intergovernmental Agreement with the Jefferson County Department of Health and Environment to receive reimbursement in the amount of \$11,405.50 for mosquito control in that portion of the City within Jefferson County?

Alternative

Council could choose to not approve the IGA. Staff does not recommend this option as additional funding for the program will offset future expenses in mosquito control related to the West Nile Virus.

Background Information

The Jefferson County Health Department deems the threat of West Nile Virus to be serious enough to initiate a county-wide mosquito control program. As Westminster currently has a comprehensive mosquito management program (originally established in 1986) the County will reimburse the City for the cost it would have paid its contractor, Otter Tail Environmental Inc., to perform West Nile Virus control measures within the City of Westminster. The Department of Parks, Recreation and Libraries will be responsible to provide the County with documentation necessary to comply with the IGA Mosquito Management reimbursement program.

Participation in this IGA helps meet the City's Strategic Plan goal of "Safe and Secure Community" and "Beautiful and Environmentally Sensitive City."

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

INTERGOVERNMENTAL AGREEMENT FOR COOPERATIVE
MOSQUITO MANAGEMENT PROGRAM
(REVISED JULY 3, 2008)

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into effective as of the _____ day of _____, 2008, between the JEFFERSON COUNTY DEPARTMENT OF HEALTH AND ENVIRONMENT, whose address is 1801 19th Street, Golden, CO 80401, hereinafter referred to as the "Health Department"; and the CITY OF WESTMINSTER, a municipal corporation of the State of Colorado, with its principal office located at 4800 W. 92ND Ave., Westminster, CO, hereinafter referred to as "Westminster."

WITNESSETH:

WHEREAS, the primary objective of public health mosquito control is to prevent the mosquito-borne transmission of diseases to humans, livestock, and domestic pets, and in order to effectively deal with the continuing threat of mosquito-borne transmission of West Nile Virus and other arboviral diseases, the Health Department has contracted with OtterTail Environmental, Inc., ("OtterTail") for Integrated Mosquito Management ("IMM") services within certain areas of Jefferson County, Colorado, during the year 2008; these services shall be provided to Jefferson County and various municipalities within Jefferson County at a cost per square mile basis, and

WHEREAS, said IMM services are detailed in a document entitled PURCHASE OF SERVICES AGREEMENT, signed June 6, 2008 and approved by the Board of Health on June 17, 2008; a copy of which is attached hereto and incorporated herein as Attachment A, and

WHEREAS, Westminster has established their own contract for IMM services within the boundaries of the Westminster, and

WHEREAS, for a price to be paid by the Health Department to Westminster based on the same rate as the Health Department will pay to the OtterTail to perform the IMM services detailed in the Attachment A, and

WHEREAS, the parties now desire to enter into this Intergovernmental Agreement so as to memorialize their agreement with respect to their respective responsibilities regarding the provision of such IMM services within Westminster's boundaries.

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

1. **PROVISION OF IMM SERVICES WITHIN WESTMINSTER:** Upon the signing of this Intergovernmental Agreement by the parties hereto, Westminster shall direct their contractor, during the year 2008, to perform similar IMM services as those set forth in Attachment A for the areas of Westminster located within Jefferson County. The services and service fee do not include adulticide services. The Health Department will monitor the need for adulticiding and advise the County and all participating municipalities if an adulticide program is recommended and approved by the Board of Health and Board of County Commissioners.
2. **PROVISION OF OTHER IMM SERVICES BY WESTMINSTER:** Westminster shall designate a point of contact for communication with the Health Department; provide a copy of their contractors liability insurance indemnifying the Health Department against any liability resulting from the delivery of their contractor's IMM services; provide public education to their

citizens; coordinate with the Health Department on IMM services or concerns; and advise the Health Department, by report, of the IMM services conducted by Westminster or it's contractor within the portions of Westminster located within Jefferson County. The IMM service reports shall be submitted on a monthly basis on or before the 5th of the month effective July 2008 and ending October 2008. At a minimum the IMM service report shall address the number of larval development sites inspected, number of sites treated, and public educational activities conducted by Westminster and/or Westminster's IMM service contractor. A copy of Westminster's IMM service contract(s) shall be attached to the July report. The monthly report, with the notation "re: West Nile IGA Report", Attention: Dr. James Dale, Jefferson County Department of Health and Environment, 1801 19th Street, Golden Colorado 80401.

3. **MONITORING THE PROVISION OF IMM SERVICES:** Staff from the Health Department will monitor the work of Westminster and their IMM service contractor to ensure that the IMM services detailed in Paragraph 1 and 2 above are fulfilled. As needed, the Health Department will provide Westminster with public education information and periodic reports regarding the status of mosquito-borne diseases and vector control. Questions regarding the Health Department's IMM services shall be through Dr. James Dale, Jefferson County Department of Health and Environment, 1801 19th Street, Golden, Colorado, 80401; PHONE: 303-271-5718; FAX: 303-271-5702; EMAIL: jdale@jeffco.us .
4. **PAYMENT OF WESTMINSTER IMM SERVICE FEE:** The Health Department agrees to pay to Westminster eleven thousand four hundred and five dollars and fifty cents (\$11,405.50) to reimburse Westminster for a portion of the IMM services provided by their contractor during the year 2008 for the areas of Westminster that are located within Jefferson County. This amount is based on IMM service rate paid by the Health Department to OtterTail for the IMM services detailed in **Attachment A**. After execution of this Intergovernmental Agreement by the last party and upon receipt of July, August, and September 2008 billings from Westminster and receipt of documents outlined in paragraph 2 above, the Health Department will pay Westminster a total of three equal payments of three thousand eight hundred and one dollar and eighty three cents (\$3,801.83). Billings, with a notation "re: West Nile IGA", Attention: Dr. James Dale, shall be sent to Jefferson County Department of Health and Environment, 1801 19th Street, Golden Colorado 80401.
5. **PAYMENT OF UNINCORPORATED JEFFERSON COUNTY IMM SERVICE FEE:** The Health Department will pay for and direct OtterTail to perform the IMM services within unincorporated Jefferson County as set forth in **Attachment A**.
6. **TERM:** The term of this Intergovernmental Agreement shall be from the date of signature by the last party hereunder to and until December 31, 2008.
7. **NO GUARANTEE BY THE HEALTH DEPARTMENT:** Westminster acknowledges that although the objective of the IMM services provided under Westminster's own contract or service agreement to be performed within Westminster's boundaries is to reduce the mosquito population and consequent threat of transmission of West Nile Virus, the Health Department makes no guarantee as to the effectiveness of such IMM services in achieving such objective.
8. **ENTIRE AGREEMENT:** This writing constitutes the entire Intergovernmental Agreement between the parties hereto with respect to the subject matter herein, and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties.

9. **NO WAIVER OF IMMUNITY:** No portion of this Intergovernmental Agreement shall be deemed to constitute a waiver of any immunities the parties or their officers or employees may possess, nor shall any portion of this Intergovernmental Agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this Intergovernmental Agreement.

10. **NO THIRD PARTY BENEFICIARY ENFORCEMENT:** It is expressly understood and agreed that the enforcement of the terms and conditions of this Intergovernmental Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Intergovernmental Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Intergovernmental Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Intergovernmental Agreement shall be an incidental beneficiary only.

Signed by the parties the _____ day of _____, 2008

Jefferson County Department of Health and Environment

By: _____, By: _____,
Secretary to the Board of Health President Board of Health

ATTEST: CITY OF WESTMINSTER, a municipal corporation of the STATE OF COLORADO

By: _____, By: _____,
City/Town Clerk City Manager

APPROVED AS TO FORM:

By: Joseph D. Greafield,
City Attorney's Office

PURCHASE OF SERVICES AGREEMENT

This PURCHASE OF SERVICES AGREEMENT ("Agreement") made this 1st day of June, 2008, by and between the Jefferson County Department of Health and Environment ("JCDHE") and OtterTail Environmental, Inc. ("Contractor"), whose address is 1045 N. Ford Street, Golden, CO 80403.

WHEREAS, the Contractor has been selected to provide mosquito control services; and

WHEREAS, the JCDHE wishes to retain the services of Contractor as an independent contractor and Contractor wishes to provide services to the JCDHE; and

WHEREAS, the JCDHE has authority to acquire the services described in this Agreement under the provisions of § 25-1-506, *et seq.*, C.R.S., as amended.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth hereinafter, the JCDHE and the Contractor agree as follows:

1. Scope of Services. The Contractor shall perform in a satisfactory and proper manner, as determined by the JCDHE, the services identified in the "Scope of Services, General Description and Specifications", attached to and incorporated in this Agreement by reference as "Exhibit A."

2. Time of Performance. Services of the Contractor shall commence on the 1st day of June, 2008 and shall be completed by the 31st day of December, 2008.

3. Compensation Appropriation. The amount to be expended pursuant to this Agreement shall not exceed Two Hundred Thirty Four Thousand Three Hundred Thirty Dollars (\$234,330), which amount shall constitute the contract amount. Such amount may be altered by mutual written consent of parties.

A. JCDHE will reimburse the Contractor on a monthly basis as services are provided, documented, and invoiced by Contractor. Contractor services will be documented in the form proscribed by JCDHE and are subject to JCDHE approval prior to authorization for payment. The final payment will be made after the completion by Contractor and acceptance by JCDHE of all contract requirements.

B. Contractor shall submit a monthly invoice and supporting required documentation to JCDHE by the 5th of the following month of service. Failure to submit billing information in a timely manner and correct format shall result in non-payment of invoice.

C. Contractor shall be reimbursed within 14 days after receipt and approval of the invoice.

4. Warranty.

A. Contractor warrants that all work performed hereunder shall be performed with the highest degree of competence and care in accordance with accepted standards for work of a similar nature and shall be of a quality acceptable to JCDHE.

B. Unless otherwise provided herein, all materials and equipment incorporated into any work shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use and JCDHE's mission of protecting public health and the environment.

5. Non Appropriation. The payment of JCDHE's obligations hereunder in the fiscal years subsequent to the Agreement period is contingent upon funds for this Agreement being appropriated and budgeted. If funds for this Agreement are not appropriated and budgeted in any year subsequent to the fiscal year of the execution of this Agreement, this Agreement shall terminate. JCDHE's fiscal year is the calendar year.

6. Records, Reports, and Information. At such times and in such forms as the JCDHE may require, Contractor shall furnish statements, records, reports, data and information pertaining to matters covered by this Agreement. The Contractor shall maintain its records in accordance with requirements prescribed by the JCDHE. Except as otherwise authorized by the JCDHE, Contractor shall maintain such records for a period of three (3) years after receipt of final payment under this Agreement.

7. Audits and Inspections. At any time during normal business hours and as often as the JCDHE may deem necessary, Contractor shall make its records with respect to matters covered by this Agreement available for examination. Contractor shall permit the JCDHE to audit, examine, copy, and make excerpts from such records and audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to this Agreement. The JCDHE may call for a certified, independent audit to be performed, at Contractor's expense, by a mutually agreed upon auditor.

8. Independent Contractor.

A. The Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Contractor affirms that it has or will secure at its own expense all personnel and materials required to perform the services detailed in Exhibit A. Such personnel shall not be employees of nor have any contractual relationship with the JCDHE.

B. Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and properly licensed or certified, as required by local, state and federal law or regulation to perform such services. Neither Contractor nor its personnel, if any, is entitled to Worker's

Compensation Benefits or any other benefit of employment with Jefferson County, Colorado. Further, Contractor is obligated to pay federal and state income tax on any compensation paid pursuant to this Agreement.

C. None of the services to be performed by Contractor under this Agreement shall be subcontracted or otherwise delegated without the prior written consent of the JCDHE. The work subcontracted shall be specified in a written agreement between Contractor and its subcontractor(s), which agreement(s) shall be subject to each provision of this Agreement.

8. No Assignment. The Contractor and subcontractor(s) hereto shall not assign or transfer any rights in this Agreement without the prior written consent of the JCDHE.

9. Illegal Aliens - Public Contracts.

A. The Contractor (entity or sole proprietor) shall execute the certification attached hereto as "Exhibit B", in conformance with the provisions of § 8-17.5-102(I) and § 24-76.5-101, C.R.S., as amended.

B. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract; or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract.

C. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract knowingly employs or contracts with an illegal alien, the Contractor shall:

(1) Notify the subcontractor and the JCDHE within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(2) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subparagraph (1), above, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

D. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to its authority.

E. Notwithstanding any other provision of this public contract, if the Contractor violates any provision of this paragraph, the JCDHE may terminate this public contract and the Contractor shall be liable for all actual and consequential damages resulting from that termination.

F. Except where exempted by federal law and, except as provided in § 24-76.5-103(3), C.R.S., as amended, the Contractor receiving Jefferson County funds under this public contract must confirm that any individual natural person eighteen (18) years of age or older is lawfully present in the United States pursuant to §24-76.5-103(4), C.R.S., as amended, if such individual applies for public benefits provided under this public contract. If the Contractor has verified that the County has accomplished such confirmation prior to the effective date of this public contract, the Contractor is relieved of responsibility under this paragraph.

10. Compliance with Laws. The Contractor shall comply with all applicable federal, state and local laws, ordinances, resolutions, codes and regulations in providing the services detailed in Exhibit A.

11. Indemnification. The Contractor agrees to indemnify and hold harmless the JCDHE, and its officers, employees and agents, acting officially or otherwise, from any and all claims, demands, damages, and actions of any kind brought by anyone, including attorney's fees, which may arise out of or result from the negligent or willful misconduct of Contractor or its subcontractor(s) in the performance of services as set forth in this Agreement and/or the breach of any condition(s) of this Agreement.

12. Insurance. The Contractor providing services under this Contract will be required to procure and maintain, at their own expense and without cost to the JCDHE, until expiration of the agreement the following insurance. The policy limits required are to be considered minimum amounts:

Commercial General Liability Insurance: Combined single limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, independent contractor, and contractual liability.

Worker's Compensation and Employer's Liability and Occupational Disease Coverage in accordance with Colorado law or the law of the state in which the Contractor is a resident or the firm is registered.

Comprehensive Automobile Liability Insurance, including coverage for all, owned, non-owned and rented vehicles with \$1,000,000 combined single limit for each occurrence.

JCDHE shall be named as an additional insured and the insurance policy shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice

to JCDHE. Certificates of insurance shall be delivered to JCDHE within fifteen (15) days of execution of the Agreement.

Contractor shall demonstrate contractual liability coverage supporting the indemnity provisions of this Agreement, either through policy language or by waiver of exclusion.

Certificate(s) of insurance and appropriate endorsements required by this Agreement shall be delivered to the JCDHE at the time originals of this Agreement, executed by the Contractor, are delivered to the JCDHE's Representative, identified below, for execution by the JCDHE. The Certificate(s) shall provide that the insurance may not be materially changed, altered or canceled by the insurer without first giving ten (10) days written notice by certified or registered U. S. Mail, return receipt requested, to the JCDHE. All insurance shall be issued by company(ies) authorized to do business in the State of Colorado and shall be written in a form satisfactory to the JCDHE and filed with and approved by the Colorado Department of Insurance.

13. Document Ownership - Works Made for Hire. All of the deliverable items, if any, prepared for the JCDHE under this Agreement shall belong exclusively to the JCDHE and shall be deemed to be "works made for hire" under the copyright laws of the United States. To the extent any of the deliverable items may not, by operation of law or otherwise, be works made for hire, the Contractor hereby assigns to the JCDHE the ownership of the copyright in the deliverable items, and the JCDHE shall have the right to obtain and hold in its own name, copyrights, registrations, and similar protections. The Contractor agrees to give the JCDHE or its designee all assistance reasonably required to perfect such rights. To the extent that any pre-existing materials are contained in the deliverable items, the Contractor grants to the JCDHE an irrevocable, non-exclusive, worldwide, royalty-free license to use, execute, publish, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such pre-existing materials and derivative works thereof and to authorize others to do any, some, or all of the foregoing.

14. Termination for Cause. If the Contractor or the JCDHE fails to fulfill its obligations under this Agreement in a timely and proper manner or violates any of the provisions of this Agreement, the non-defaulting party shall thereupon have the right to terminate this Agreement for cause by giving written notice to the defaulting party of such termination and specifying the effective date of termination. The defaulting party, however, shall not be relieved of liability to the non-defaulting party for damages sustained by virtue of any breach of this Agreement. In the event of default by the Contractor, the JCDHE may withhold payments due under Paragraph 3, above, for the purpose of set-off until such time as the exact amount of damages due the JCDHE from the Contractor is determined.

15. Modifications. This Agreement may not be modified, amended or otherwise altered, unless mutually agreed upon in a writing executed by the JCDHE and the Contractor.

16. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either the JCDHE or Contractor

institute legal action for enforcement of any obligation contained herein, it is agreed that venue shall be in Jefferson County, Colorado.

17. **Severability.** Should any provisions of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, the remaining provisions of the Agreement shall remain in full force and effect.

18. **Notices.** Notices to be provided under this Agreement shall be given in writing either by hand delivery or by certified return receipt requested United States mail, to the following:

JCDHE Representative:

JCDHE
Dr. James Dale
1801 19th Street
Golden, CO 80401

Contractor:

OTTERTAIL ENVIRONMENTAL
ED FLEMING
1045 N. FORD ST.
GOLDEN, CO 80403

19. **Headings.** Titles and paragraph divisions are inserted in this Agreement for ease of reference and do not define, limit, or prescribe the scope or intent of the provisions of this Agreement or any part thereof.

20. **Authority.** Each person signing this Agreement represents and warrants that he/she is fully authorized to enter into and execute this Agreement and to bind the party represented to the provisions of this Agreement.

21. **Counterparts and Facsimile Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original. Facsimile signatures of, or on behalf of, the JCDHE or the Contractor on this Agreement and any modification hereto shall be effective for all purposes.

22. **Force Majeure.** Neither party shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including but not limited to strikes, riots, war, and acts of God.

23. **Integration of Understanding.** This Agreement represents the entire Agreement between the parties and supersedes all prior negotiations and representations, whether written or oral. Nothing herein shall be deemed to give anyone not a party to this Agreement any right of action against either the JCDHE or the Contractor.

IN WITNESS WHEREOF, the JCDHE and the Contractor have duly executed this Agreement as of 6-17-08 to be effective as of the date first shown above.

Jefferson County Department of Health
and Environment

Contractor:

Otter Tail Environmental, Inc

By: Cathy Cororan
Cathy Cororan, President
Board of Health

By: Ed Fleming
Ed Fleming, President

ATTEST: Bonnie McNulty
By: Bonnie McNulty, Secretary
Board of Health

STATE OF COLORADO)
COUNTY OF JEFFERSON) ss.

The foregoing instrument was acknowledged before me this 14 day of
June, 2008, by Ed Fleming as contractor of
Jefferson County Department of Health and Environment.

My commissioner expires: 08/25/2009

Notary Public



STATE OF COLORADO)
COUNTY OF Jefferson) ss.

The foregoing instrument was acknowledged before me this _____ day of
2008, by _____ as _____ of

My commissioner expires: _____

Notary Public

EXHIBIT A
JEFFERSON COUNTY DEPARTMENT OF HEALTH AND ENVIRONMENT
2008 INTEGRATED MOSQUITO MANAGEMENT SERVICES
Service Agreement: SCOPE OF WORK
(05/30/08 revision)

GENERAL DESCRIPTION AND SPECIFICATIONS

GENERAL DESCRIPTION

The service provider shall conduct an Integrated Mosquito Management (IMM) Program for Jefferson County Department of Health and Environment (JCDHE) during the spring, summer and fall of 2008. This program will be designed and implemented to control the spread of the West Nile Virus (WNV) and other mosquito-borne diseases such as Western Equine Encephalitis (WEE) by reducing the number of disease causing mosquitoes.

The service provider shall employ established IMM principles and practices to reduce the numbers of all mosquitoes including disease causing mosquitoes in Jefferson County. These principles and practices include: identification and classification of mosquito breeding habitat, surveillance of adult and larval mosquitoes, larval mosquito control (application of laricides, source reduction, and/or biologic controls), and public education and outreach. Adulticiding - the killing of adult mosquitoes through aerial sprays and fogging - is not anticipated but the service provider shall maintain the capabilities to implement, manage, and/or provide properly trained staff and supervisors to conduct adulticiding if requested by JCDHE to do so.

The service provider shall provide the following IMM services within the service area:

- A. Adult Mosquito Surveillance
- B. Larval Mosquito Surveillance and Control
- C. Public Education
- D. Reporting
- E. Record Keeping
- F. Adult Mosquito Control Service Coordination
- G. Department Employee Training
- H. Board of Health Appearances

The service provider shall follow all applicable and appropriate Federal, State, and Local rules and regulations such as EPA, OSHA, FIFRA and the like pertaining to the implementation of the IMM services provided by the service provider in this Scope of Work.

The service area is generally described as the "plains" area of Jefferson County Colorado and consists of approximately 170 square miles. Specific requirements pertaining to the service area, the services to be provided, term of the contract, and the work products are described in the Specifications section of this Scope of Work.

**PURCHASE OF
SERVICE AGREEMENT**

EXHIBIT A
JEFFERSON COUNTY DEPARTMENT OF HEALTH AND ENVIRONMENT
2008 INTEGRATED MOSQUITO MANAGEMENT SERVICES
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SPECIFICATIONS

I. SERVICE AREA

The service area is generally described as the "plains" area of Jefferson County bounded by Broomfield County on the north, Chatfield State Park on the south, Sheridan Boulevard on the east, and the Hogback on the west. The 2008 Integrated Mosquito Management (IMM) Service Area Map (Attachment A) illustrates the service area and the known potential larval development (PLD) sites. A summary of the service area is provided in the table below.

<u>Area / Municipality</u>	<u>Square Miles</u>
Unincorporated Jefferson County	77.0
Edgewater	0.7
Lakeside	0.3
Littleton	0.6
Morrison	1.2
Mountain View	0.1
Golden	9.3
Wheat Ridge	9.5
Lakewood	43.0
Bow Mar	0.3
Arvada	27.5
Total Square Miles:	169.5

I. SERVICES TO BE PROVIDED

A. Adult Mosquito Surveillance

1. The service provider shall provide all supplies, equipment and personnel to operate and maintain:
 - a) Sixteen (16) CDC light traps at various sites selected with the concurrence of JCDHE within the service area. These traps shall be operated one night per week on the same day of the week for a period of 13 weeks from June 2, 2008 to August 31, 2008.
 - b) Nine (9) gravid traps at sites selected with the concurrence of JCDHE within the service area. The gravid trap sites may or may not coincide with the CDC light trap sites identified in paragraph a) above. These traps shall be operated one night per week on the same day of the week for a period of 13 weeks from June 2, 2008 to August 31, 2008.

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- c) Five (5) traps, included in paragraphs A, 1, a & b above, a second night each week during the period of June 23, 2008 through August 15, 2008 as part of the Mosquito Sentinel Program in accordance with state guidelines. The Mosquito Sentinel Program trap locations will be designated by JCDHE in collaboration with the service provider.
- 2. If for any reason, such as inclement weather, any of the trap nights described in paragraph a, b, and/or c above is cancelled, the service provider shall notify JCDHE immediately. JCDHE may require the service provider to reschedule the cancelled trap night as conditions allow.
- 3. After each trap night the service provider shall collect, identify, speciate, and count all trapped mosquitoes by methods recognized by CDC and/or the Colorado Department of Public Health and Environment (CDPHE) and report this information to JCDHE at least once per week.
- 4. All mosquito trapping activities including the submission of mosquito pool specimens shall be conducted in accordance with the protocols established in the current CDPHE Mosquito Surveillance Plan. A copy of the most recent CDPHE Mosquito Surveillance Plan and West Nile Virus Mosquito Sentinel Site Guidelines are provided in Attachment B and C respectively. CDPHE updates or changes to these plans will be provided by JCDHE to the service provider.
- 5. The service provider shall assume all liability for the placement and operation of any and all equipment. JCDHE shall not be responsible for any lost, damaged or stolen traps and/or equipment.
- 6. The service provider shall maintain a toll-free (in Colorado) telephone line and shall accept calls from the public reporting mosquito problems and/or standing, stagnant water in the service area that may indicate the presence of PLD sites. The service provider shall maintain a log of calls received and shall summarize call activity in weekly and annual reports.

B. Larval Mosquito Surveillance and Control: The primary and priority focus of larval control will be for those mosquitoes competent to transmit diseases such as WNV. All mosquito complaints shall be thoroughly investigated and larval control implemented based a balanced evaluation of risk associated with concurrent infestation with mosquitoes presenting a public health problem and impact on quality of life in the community.

Initial Inspection of PLD Sites: By June 23, 2008 the service provider shall conduct an initial inspection of all known PLD sites within the service area. At the end of the 2007 IMM season there were approximately 630 known PLD sites contained in the 170 square mile service area. The 2008 IMM service area and

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known PLD sites are identified on the Jefferson County Integrated Mosquito Management Service Area Map (Attachment A).

The purpose of the initial PLD inspection is to classify each PLD site as "targeted" or "non-breeding". Targeted PLD sites are those sites which have the highest potential for mosquito breeding. The remaining sites shall be classified as non-breeding PLD sites or removed from the list of PLD sites if the site no longer has the potential to breed mosquitoes. Any new PLD sites identified during the initial inspection of PLD sites shall be added to the list of PLD sites and shall be classified as "targeted" or "non-breeding".

On or before June 30, 2008 the service provider shall provide an updated list, based on the previous end-of-season PLD inventory, of all PLD sites and their classification. The list shall include the service provider's recommendations for additions, deletions, and/or revisions to the list of PLD sites.

1. **Larval Mosquito Surveillance and Control:** Upon completion and/or commensurate with the initial inspection of known PLD sites, the service provider shall commence the following routine PLD surveillance and larval control activities:
 - a) Targeted sites shall be inspected at least once per week by visual observation and by dipping any standing water for mosquito larvae.
 - b) Non-breeding sites shall be inspected based on changes in climatic conditions but at least once per month to determine if any changes have occurred that would warrant a re-evaluation of their status.
 - c) Storm water structures shall be inspected based on environmental conditions that could promote the development of mosquito larva at such structures. Strategically located storm water structures (catch basins, detention ponds, storm water inlet boxes, and the like) shall be inspected at least once per week for the presence of mosquito larvae. The results of the storm water structure inspections shall be included in the weekly totals and year to date totals in the weekly reports.
 - d) During the course of conducting IMM activities, identify any additional and/or new PLD sites by noting any areas of clogged ditches and streams, standing water, etc., and inspect and classify each additional and/or new PLD site as a targeted or non-breeding site. All additional and/or new PLD sites shall be mapped and recorded, regardless of their classification. Note such features as abandoned swimming pools, etc., which have the potential for supporting larval development, report these features to JCDHE, and work with local code enforcement officials to locate, identify, and apply the appropriate IMM measures to these sites.

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- e) Apply the appropriate federally approved larval control materials if it is determined that any PLD site in paragraphs a, b, c, and/or d above is producing mosquitoes and/or mosquito larvae. Larval control may include the application of materials such as but not limited to 180-day briquettes, 30-day residual pellets, granular larvicides, monomolecular oils, etc. and/or utilization of other recognized methods of larval control such as source reduction.
- f) Use the most appropriate method for larvicide distribution, such as hand application, backpack broadcasters, All Terrain Vehicle (ATV), etc.
- g) Maintain Material Safety Data (MSD) sheets for all products used and provide such information upon request to employees, the public, and/or JCDHE.
- h) As appropriate, conduct and document post-treatment quality control inspections within 24 to 48 hours to assure the larvae population has been controlled. If larvae are found, a second application of control material shall be applied. These activities shall be included in the weekly activity reports.
- i) Develop a method to contact private property land owners and obtain permission to enter property to conduct IMM activities. Entry onto private property shall be by prior authorization of the owner/agent.
- j) Maintain real-time documentation of all PLD site surveillance and larval control activity and enter real-time data into a JCDHE approved electronic database. An electronic copy of the database shall be provided to JCDHE on or before November 1, 2008 and/or upon the request of JCDHE.

C. Public Education

1. The service provider shall maintain a public education website providing general information on WNV and WEE, including basic disease information, tips for personal protection, information for homeowners on standing water, aerial spraying information (if appropriate), phone numbers to call, links to other websites, etc.
2. The service provider shall coordinate with JCDHE to provide printed public education information relating to WNV and/or WEE for the topics referenced in paragraph 1, above.
3. In the event that adulticiding or aerial spraying is to be performed, the service provider shall notify all residents in the area to be sprayed who are registered in the State of Colorado Pesticide Sensitive Registry. A minimum of 3

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attempts shall be made to reach these persons prior to the spraying or application. The Ultra Low Volume (ULV) insecticide application will be shut off in front of and upwind from sensitive resident's properties. The service provider shall maintain MSD sheets for all products used and shall provide such information upon request to employees, the public, and/or JCDHE. If adulticide spraying is required the service provider shall collaborate with JCDHE to coordinate the delivery of these services.

D. Record Keeping

The service provider shall maintain all records and documents pertaining to the services provided under this contract for a period of 3-years. By December 1, 2008 and/or upon the request of JCDHE, the service provider shall provide JCDHE with copies of any and all records and documents pertaining to the services provided under this contract in an electronic and/or hard copy format approved by JCDHE.

E. Reporting

1. **Weekly Report:** The service provider shall provide a weekly summary report of IMM service activities. Weekly reports shall include but not limited to:

- a) The total number of PLD site inspections and post-treatment quality control inspections performed and the number these Inspections for each municipality and for the unincorporated area of the County.
- b) The number of larvicide applications, including products used and methods of dispersal.
- c) The number of mosquitoes caught in light and gravid trapping, including the number of the various Culex or other arboviral vector species.
- d) The number of inspectors used and the amount of time spent conducting contract work, reported as larval inspection time, mosquito trapping time, and office or support time.
- e) The number of complaints received, areas inspected because of those complaints, the findings of each inspection and actions taken.

2. **Annual Report:** By December 1, 2008 the service provider shall provide a draft of the annual report to JCDHE regarding all IMM service activities performed under this contract. By December 15, 2008 the service provider shall provide the final annual report. The report shall be provided in a format acceptable to JCDHE both electronically and in hard copy (5 copies) and shall include but not limited to:

- a) surveillance activities and findings,

EXHIBIT A
JEFFERSON COUNTY DEPARTMENT OF HEALTH AND ENVIRONMENT
2008 INTEGRATED MOSQUITO MANAGEMENT SERVICES
Service Agreement: SCOPE OF WORK
(05/30/08 revision)

- b) total hours logged for each service activity by the service provider and its employees,
- c) total number of PLD sites inspected, total number of sites treated, total number of mosquito trap nights, etc.
- d) an end of season map that illustrates the PLD sites identified and Inspected during the contract season,
- e) the GIS shape files or other electronic files used to create the PLD site map,
- f) a complete list of all PLD sites and their classification. The PLD list shall include the service provider's recommendations for additions, deletions, and/or revisions to the list of PLD sites.

F. Adult Mosquito Control Program Development and Coordination: In the event of a Public Health Emergency, the service provider shall assist JCDHE in the development of timely adult mosquito control programs, such as ground and/or aerial adulticide spraying. Adult mosquito control programs shall be conducted accordance with all state and federal requirements. The cost of this service and adult mosquito control programs are not included in this contract.

G. Department Employee Training: Upon request the service provider shall provide up to four (4) hours of training for Department employees.

H. Board of Health Appearances: Upon request the service provider shall appear before the Jefferson County Board of Health to provide updates and/or a year-end report on contract activities. Up to six Board of Health appearances may be requested by JCDHE.

III. WORK PRODUCTS

Any and all maps, reports, spreadsheets, databases, geographical information system (GIS) files, newsletters and other hard copy or electronic documents generated by the service provider in fulfillment of its obligations under this contract shall be the property of JCDHE, who shall have sole and complete discretion regarding their use and distribution. All work products shall be delivered to JCDHE in a mutually agreed upon hardcopy and/or electronic format suitable for including in reports and folders. The data and weekly reports will be furnished in standard 8 1/2 by 11 inch paper. All reports will include the activity undertaken in each of the cities in the County. Delivery of the principal work products shall be provided according to the following delivery schedule.

EXHIBIT A
JEFFERSON COUNTY DEPARTMENT OF HEALTH AND ENVIRONMENT
2008 INTEGRATED MOSQUITO MANAGEMENT SERVICES
Service Agreement: SCOPE OF WORK
(05/30/08 revision)

Work Product Delivery Schedule

Work Product	Delivery Date
Begin Larval Mosquito Surveillance and Control	June 2, 2008
Begin Adult Mosquito Surveillance	June 5, 2008
First Weekly Report	June 10, 2008
Complete Initial Inspection of PLD Sites	June 23, 2008
Provide updated list of PLD sites and their classification	June 30, 2008
End Adult Mosquito Surveillance	August 31, 2008
End Larval Mosquito Surveillance and Control	September 30, 2008
Last Weekly Report	October 7, 2008
Electronic database with raw data dealing with the larval surveillance and control activities	November 1, 2008
Copy of records, documents, and maps pertaining to 2008 IMM services under this contract	December 1, 2008
First draft Annual Report	December 1, 2008
Final Annual Report	December 15, 2008

ACRONYMS

Acronym Definition

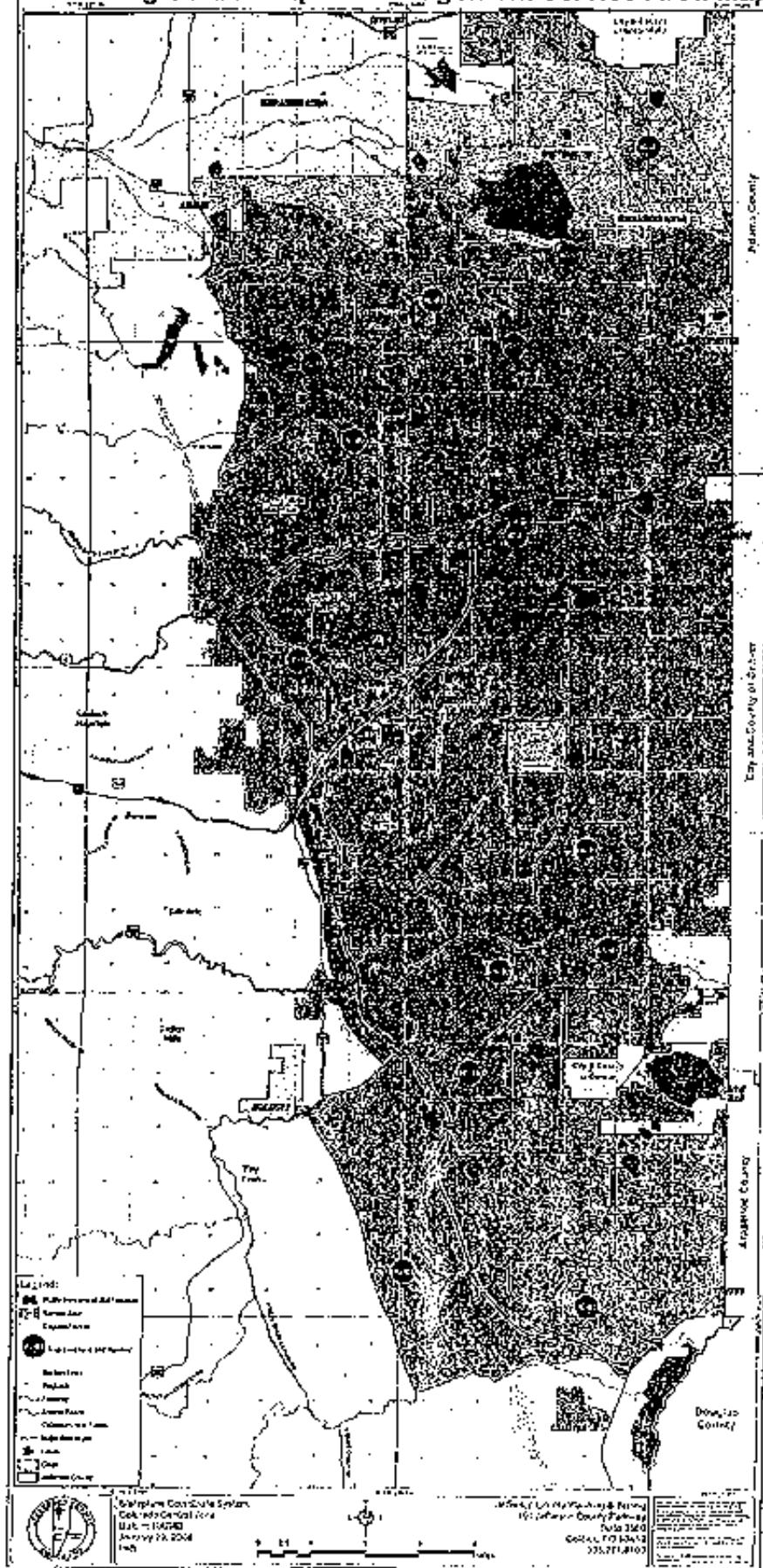
CDC	Centers for Disease Control and Prevention
CDPHE	Colorado Department of Public Health and Environment and its employees
GIS	Geographical Information Systems
IMM	Integrated Mosquito Management
JCDHE	Jefferson County Department of Health and Environment and its employees
MSD	Material Safety Data
PLD	Potential Larval Development
WEE	Western Equine Encephalitis
WNV	West Nile Virus

ATTACHMENTS

- A: Jefferson County 2008 IMM Service Contract Area Map
- B: CDPHE Mosquito Surveillance Plan (most current version)
- C: CDPHE WNV Mosquito Sentinel Guidelines (most current version)

2008 Integrated Mosquito Management Service Area Map

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Attachment B



Colorado Department
of Public Health
and Environment

2005 Mosquito Surveillance Plan

3/23/05

A. Introduction:

Mosquito trapping and testing data provide both qualitative and quantitative information on arbovirus activity and potential human risk in an area. Advances in testing mosquito pools and calculation of minimum infection rates allow an integrated system based on mosquito surveillance to comprise a large part of the arbovirus surveillance strategy. Testing will focus on *Culex* species of mosquitoes, as these are the primary human vectors.

B. Plan Description:

Mosquito testing this season will remain essentially unchanged from 2004. It will again have a three-tiered approach utilizing, once again, *sentinel*, *floater*, and *permanent* mosquito trap sites. *Sentinel* sites (see attached *Mosquito Sentinel Site Guidelines*) will act as a longitudinal system to replace chicken flocks, provide population data based on a consistent trapping protocol, and allow testing for the three arboviruses present in Colorado (Western equine, St Louis, and West Nile). *Permanent* traps are the long-term mosquito trap sites that local surveillance / control operations maintain at their own discretion, above and beyond the sentinel sites agreed to by CDPHE. *Floater* traps are those that are deployed based on current surveillance data such as positive birds and horses or human cases to provide local risk assessment, and to support local control and prevention decisions.

Sentinel Traps

Unlike sentinel chicken flocks, whose sole purpose as a surveillance tool was to detect the presence of mosquito borne viruses, mosquito sentinel sites will also provide temporal mosquito population data, species make-up, and infection rate data. In addition, the long-term baseline data that will be collected, using a standardized trapping and testing protocol, can be used to accurately compare year-to-year changes in mosquito populations. It is hoped that this approach can be sustained and provide a long-term surveillance system for arbovirus activity into the future.

Mosquitoes will be collected at the sentinel sites weekly and all pools of *Culex* species will be tested for WNV using RT-PCR. A sample of submitted pools will also be tested for Western Equine Encephalitis (WEE) and St. Louis Encephalitis (SLE) viruses. This will permit accurate mosquito infection rates to be calculated. The number of sentinel mosquito trap sites will increase slightly (21 sites) from last season (15 sites) to upgrade the level of coverage across the state. As was the case last season, the selection of *sentinel* sites will

Attachment B

be determined by geographic location and the willingness of the local health agency, MAD, etc. to assume the responsibilities of maintaining a site during this and subsequent years.

Floater Mosquito Traps

"Floater" mosquito trap testing will integrate the qualitative virus data collected from dead birds, horse and human cases with the quantitative data mosquito trapping can provide. Local agencies will decide the need for trapping in their area, which should be driven by positive virus findings using other surveillance tools (positive dead birds or horses). These trap site locations are expected to change from year to year based on local surveillance needs.

Permanent Mosquito Traps

The third category of mosquito trapping includes *permanent* mosquito trap sites that local organizations and agencies operate and maintain, usually to monitor nuisance mosquito populations. The testing of Culex pools collected from these traps depends largely upon the conditions that exist at that site. Sampling and testing criteria will be discussed below (see C. 3. c. *Mosquito testing criteria*).

Surveillance Dates to Remember

Dead bird and mosquito surveillance activities will commence May 1st. Initial testing will focus on dead birds as they will be a more sensitive indicator of virus activity early in the season when mosquito populations and infection rates are low. Once virus is detected in an area, mosquito testing should be used to assess the level of risk for human transmission. Dead bird testing should be limited to no more than two or three WNV+ birds from the same area (i.e., approx. 5 mi² area or 1.25 mi. radius). Further bird testing does not provide additional information and expends limited lab resources. Unlike last season however, corvid bird specimens meeting sampling criteria will be accepted beyond the July 1st deadline date for bird testing if no other WNV + birds or other surveillance tool indicates virus activity in that area.

All Culex spp. mosquito pools from sentinel trap sites will be tested using RT-PCR at the CDPHE/LSD lab in Denver. However, mosquito pools from sentinel traps in Moffat, Mesa, and Delta counties will be sent to and tested at the regional laboratory in Grand Junction.

Prior to July 1st, Culex mosquito pools from *floater* and *permanent* traps should be tested at the CDPHE Laboratory Services Division (LSD) using RT-PCR because of its greater sensitivity.

Zone Trapping: During this early trapping period (May 1st to July 1st), in an effort to stretch diagnostic resources, surveillance participants are strongly encouraged to "zone" trap their floater and permanent trap captures. That is, co-mingle, by species, Culex mosquito captures from several floater or permanent traps in a general geographic area to increase the size of pools being tested. Because early season Culex numbers are not expected to be very high until later in the season, pooling captures from several traps will reduce the number of small mosquito pools that use the same test as would a pool of 50

Attachment B

mosquitoes. If a positive, co-mingled pool is detected, subsequent collections specific to a trap may be submitted in order to determine which trap the positive pool came from.

After July 1st, when expanding *Culex* mosquito populations and increasing infection rates should offset the lower sensitivity of VecTest®, mosquitoes from these floater and permanent traps will be tested by VecTest® at the six regional laboratories. If WEE or SLV activity is observed, regional labs will be provided with multi-antigen VecTest® kits valid for all three viruses.

Participants in the surveillance program are encouraged to use limited mosquito testing resources responsibly. At this time there will be no testing quota assigned to each county. Depending on the intensity of virus activity that is detected, the risk of human exposure, planned control efforts, etc., diagnostic resources may be diverted to where they are needed most. Regional epidemiologists and CDPHE will be monitoring diagnostic resource usage, suggesting where testing is needed and curtailing usage when it's appropriate based on virus activity and the resources that are available for that region or county.

C. Plan Criteria:

1. Sentinel Mosquito Trap Sites:

a. Obligations:

- 1) Trapping Schedule: weekly from early May through September. In 2005, it is recommended that a trapping frequency of one night per week be observed, adding additional nights if needed due to inclement weather.
- 2) Each site will consist of 2 CDC CO₂ baited, light traps and one gravid trap.
- 3) Traps shall be properly maintained and baited appropriately (i.e., dry ice for light traps and straw-manure infusion for gravid traps). See "Mosquito Trapping and Handling Protocol" dated 4/29/04.
- 4) Accurate records maintained (date, # trap nights, # mosquitoes by species, *Culex* population density, weather conditions, etc.)
- 5) Weekly submission of *Culex* mosquito pools and data to LSD in Denver or if the pools are from Mesa, Delta, and Moffat counties, pools should be sent to the regional lab in Grand Junction.
- 6) Calculation of Infection Rates

b. Site considerations:

- 1) Care should be used in selecting a sentinel trap site so they do not have to be moved to insure continuity of data. Site should be stable and easily accessible.
- 2) Site has a history of significant *Culex* mosquito activity and close proximity to appropriate *Culex* breeding habitat
- 3) Close proximity to human populations
- 4) Availability of resting sites and protection from wind (e.g., culverts, fences, shrubbery, trees, sheds, etc.)
- 5) Away from competing sources of light (light traps) or oviposition sites (gravid traps).
- 6) Avoid areas where heavy, regular adult mosquito and/or insect control are performed.
- 7) History of past arbovirus activity.

Note: "Sentinel" trap sites should remain at the same site each season; however, traps can be moved within a general area (< 0.5 mile) of similar habitat in order

Attachment B

to improve trap performance and are not required to hang from the same tree week after week.

- c. Mosquito pooling suggestions:
 - 1) Sorted Culex mosquitoes of the same species from the two light traps can be co-mingled into common pools.
 - 2) Sorted mosquitoes from the gravid traps cannot be co-mingled with the same species from light traps. They must remain segregated in separate pools.
Note: to calculate mosquito population density, take the total number of captured mosquitoes, by species, and divide by the number of trap nights.

2. Floater Mosquito Traps

- a. Location preferences: same as above, except that a confirmed, infected dead bird, horse, and/or human case has been reported in the area.
- b. Deployment considerations:
 - 1) Surveillance data will be used to support mosquito control activities.
 - 2) Trap(s) deployed for a minimum of two (2) weeks.
 - 3) Trap(s) operated a minimum of one night per week, adjusted to allow for inclement weather.
 - 4) Traps properly maintained and baited appropriately.
 - 5) Mosquito captures sorted and pooled. Culex species submitted to the appropriate regional lab or LSD lab for testing.
- c. Obligations:
 - 1) Trap data (e.g., trap nights, species, #'s, dates, Culex population density, weather conditions, etc.) maintained.
 - 2) Calculation of Infection Rates
 - 3) "*Zone Trapping*" see above.

3. Permanent Mosquito Traps

- a. Location preferences: same as those described for *sentinel* and *floater* traps.
- b. Deployment considerations: the selected location has a history of trapping at that site.
- c. Mosquito testing criteria:
 - 1) Many permanent traps have an established history and have collected an abundance of mosquito data over the years, but often have been deployed as a result of nuisance mosquito monitoring as opposed to arbovirus activity in which case, nuisance mosquito species will not be tested at this time
 - 2) Culex mosquitoes from permanent traps should be tested if the site is within 1.25 mi. of a WNV+ bird, horse or human case, a sustained increase in the Culex mosquito population is noted, and/or the site provides the only arbovirus surveillance data for that area.
- c. Obligations:
 - 1) Trap data (e.g., trap nights, spp. #'s, dates, Culex population density, weather conditions, etc.) maintained.
 - 2) Calculation of Infection Rates
 - 3) "*Zone Trapping*" see above.



Colorado Department
of Public Health
and Environment

Attachment C

Mosquito Sentinel Site Guidelines

Sentinel Traps

Mosquito sentinel sites, in addition to virus detection, provide temporal mosquito population numbers, species make-up, and permit accurate mosquito infection rates to be calculated. The long-term baseline data that will be collected, with a standard trapping and testing protocol, can be used to accurately compare year-to-year changes. This approach will be evaluated as a long-term, sustainable sentinel system for arbovirus activity in future years.

Mosquitoes will be collected at the sentinel sites once a week and all *Culex* species tested for WNV using RT-PCR. A sample of submitted pools will also be tested for Western Equine Encephalitis (WEE) and St. Louis Encephalitis (SLE) viruses.

Scope of work

- 1) Trapping Schedule: weekly from early May through September. One night of trapping/week, adding a second night only if needed due to inclement weather or equipment malfunction. Agencies can decide which night per week to use although the same day should be used each week when possible.
- 2) Each site will consist of 2 CDC light traps and one gravid trap.
Note: Sorted captures from the light traps can be co-mingled by species up to 50 mosquitoes/pool. Light and gravid trap captures shall be segregated.
- 3) Traps properly maintained and baited appropriately (i.e., dry ice for light traps and straw-manure infusion for gravid traps).
- 4) Accurate records maintained (date, # mosquitoes by species, *Culex* population density, weather conditions)
- 5) Weekly submission of sorted *Culex* mosquito pools and data to the CDPHE
- 6) Calculation of infection rates

Site considerations

- 1) Care should be used in selecting a sentinel trap site so they do not have to be moved to insure continuity of data. Site should be stable, easily accessible.
- 2) Site has a history of significant *Culex* mosquito activity and close proximity to appropriate *Culex* breeding habitat. The goal is to catch a good sample of mosquitoes in the area.
- 3) Avoid areas where heavy, regular adult mosquito and/or insect control is performed..
- 4) Proximity to human populations.
- 5) Availability of resting sites and protection from wind (e.g., culverts, fences, shrubbery, trees, sheds, etc.)
- 6) Away from competing sources of light (light traps) or oviposition sites (gravid traps).
- 7) History of past arbovirus activity.

Note: trap sites should remain at the same site each season; however, traps can be moved within a general area (< 0.5 mile) of similar habitat in order to improve trap counts and are not required to hang from the same tree week after week.

STATE OF COLORADO
CERTIFICATION AND AFFIDAVIT
REGARDING UNAUTHORIZED IMMIGRANTS

A. CERTIFICATION STATEMENT [HB 06-1343]

The Vendor, whose name and signature appear below, certifies and agrees as follows:

1. The Vendor shall comply with the provisions of CRS 8-17.5-101 et seq. The Vendor shall not knowingly employ or contract with an unauthorized immigrant to perform work for the State or enter into a contract with a subcontractor that knowingly employs or contracts with an unauthorized immigrant.
2. The Vendor represents, warrants, and agrees that it (i) has verified that it does not employ any unauthorized immigrants, through participation in the E-Verify Program, formerly referred to as the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise shall comply with the requirements of CRS 8-17.5-102(2)(b).
3. The Vendor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. If the Vendor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the State may terminate work for breach and the Vendor shall be liable for actual and consequential damages to the State.

B. AFFIDAVIT [HB 06S-1023]

4. If the Vendor is a sole proprietor, the undersigned hereby swears or affirms under penalty of perjury under the laws of the State of Colorado that (check one):

- I am a United States citizen, or
 I am a Permanent Resident of the United States, or
 I am lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I am a sole proprietor entering into a contract to perform work for the State of Colorado. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to starting work for the State. I further acknowledge that I will comply with the requirements of CRS 24-76.5-101 et seq. and will produce the required form of identification prior to starting work. I acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under CRS 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

CERTIFIED and AGREED to this 20th day of June, 2008.

VENDOR:

Otter Tail Environmental, Inc.

Vendor Full Legal Name

BY:

Ed Hamming

Signature of Authorized Representative

02-0695531

FBN or Social Security Number

President

Title

Revised 11/27/07

PURCHASE OF
SERVICE AGREEMENT

EXHIBIT B

1 PAGE.

ACORD CERTIFICATE OF LIABILITY INSURANCE

Digitized by srujanika@gmail.com

PRODUCER (303)740-9404 FAX (303)779-8376
Gasper-Jones & Assoc., Inc.
7100 E. Bellevue #101
P.O. Box 4516
Greenwood Village, CO 80115

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER'S NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**MURKED OTTERTAIL ENVIRONMENTAL
1045 N FORD ST
GOLDEN, CO 80403**

INSURERS AFFORDING COVERAGE	NAIC #
SURERA Hartford Casualty Insurance Co	29424
SUPERIOR Pinnacle Assurance Co	
SUPERIOR	
SUPERIOR	
SUPERIOR	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR WHICH MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE PERIOD START DATE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
					EXCLUDED	INCLUSIVE
A	GENERAL LIABILITY	345BAPC7671	06/23/2008	06/23/2009	EACH OCCURRENCE	\$ 2,000,000
	X COMMERCIAL GENERAL LIABILITY				DAMAGE TO PROPERTY PREMISES (Ex-Excluded)	\$ 300,000
	<input type="checkbox"/> CLAIM MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
					PERSONAL BODILY INJURY	\$ 2,000,000
					GENERAL AGGREGATE	\$ 4,000,000
					PRODUCTS - COMP/HOP AGG	\$ 4,000,000
A	AUTOMOBILE LIABILITY	345BAPC7671	06/23/2008	06/23/2009	COMBINED BUNDLE LIMIT (Ex-Excluded)	\$ 2,000,000
	ANY AUTO				BODILY INJURY (Per Person)	\$
	ALL OWNED AUTOS				BODILY INJURY (Per Accident)	\$
	COMPAGNIE AUTOS				PROPERTY DAMAGE (Per Accident)	\$
	X Hired Autos				AUTO ONLY - EA ACCIDENT	\$
	X Non-Owned Autos				OTHER THAN AUTO ONLY - EX-AGG	\$
					OTHER THAN AUTO ONLY - AGG	\$
	GARAGE LIABILITY				EACH OCCURRENCE	\$
	ANY AUTO				AGGREGATE	\$
						\$
						\$
						\$
	EXCESS UMBRELLA LIABILITY					\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIM MADE					\$
						\$
						\$
	DEDUCTIBLE					\$
	RETENTION					\$
B	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY	4072127	07/01/2008	07/01/2009	X RC STATE - LTD LIABILITY	OSH DR
	ANY PROFESSIONAL PRACTICE EXECUTIVE OFFICER MEMBER EXCLUDED				L EACH ACCIDENT	\$ 1,000,000
	X Yes, described under SPECIAL PROVISIONS below				L DISEASE - EA EMPLOYEE	\$ 1,000,000
					L DISEASE - POLICY LIMIT	\$ 2,000,000
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDRESSED BY BROKER/WRITER / SPECIAL PROVISIONS
the cities of Arvada, Golden, Littleton, Lakewood and Wheat Ridge are held harmless as per the
Insured contract.

► 30-day notice on non-payment

CERTIFICATE HOLDER

Jefferson County Dept of Health & Environment
Attn: Beth Lipscomb
1801 19th Street
Golden, CO 80401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE
EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL
30th DAY WRITTEN NOTICE TO THE CERTIFICATE HOLDER REFERRED TO IN THE
BUT FAILURE TO MAIL SUCH NOTICE SHALL EXCUSE NO OBLIGATION OR LIABILITY
OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Naureen Norejko

Allen Avery

ACD8D 26 (2001/03) FAX: (303)271-5702

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GA ATTACHMENT B



Agenda Item 8 G

W E S T M I N S T E R C O L O R A D O

Agenda Memorandum

City Council Meeting
July 28, 2008



SUBJECT: Intergovernmental Agreement with the City and County of Denver for Provision of Police Services at the Democratic National Convention

Prepared By: Lee Birk, Police Chief
Marty McCullough, City Attorney
Martee Erichson, Risk Management Officer

Recommended City Council Action

Authorize the Mayor to sign an Intergovernmental Agreement (IGA) with the City and County of Denver allowing the City of Westminster Police Department to provide police services and assistance to the City of Denver during the Democratic National Convention (DNC).

Summary Statement

- The City and County of Denver is the host city for the DNC, scheduled for August 25 through August 28, 2008.
- The thousands of delegates, visitors, media, citizens and protestors who are expected at this convention will pose significant challenges for the Denver Police Department in providing adequate security and crowd control during the event.
- Recent host cities for major political party national conventions have been held in larger metropolitan cities with much larger police forces than Denver and, as a consequence, Denver is forced to reach out to other area police departments for additional resources in order to meet the security needs for this Convention.
- Most metro area police and sheriffs' departments have been asked to assist and provide additional law enforcement personnel.
- The Intergovernmental Agreement has been reviewed and approved by the City Attorney.

Expenditure Required: The City and County of Denver has received a Federal Grant of \$50 million dollars to cover security related costs that will be used to reimburse participating and assisting jurisdictions. At this point there are not specific identifiable non-reimbursable costs for the City of Westminster. However, that does not preclude the possibility based on the uncertainty of the situation as events unfold.

Source of Funds: Reimbursement by the City of Denver from the Federal Convention Security Grant.

Policy Issue

Should the City of Westminster enter into an agreement to provide police resources and assistance to the City and County of Denver during the Democratic National Convention for security purposes?

Alternatives

1. Elect not to provide police resources and assistance to the City of Denver during the Democratic National Convention. Staff does not recommend this alternative because Denver clearly lacks sufficient manpower and resources to properly and safely manage this event without outside assistance. In the event that Westminster did not provide assistance and resources through the proposed IGA, there is still a possibility that Denver may call for mutual aid assistance if events escalate out of control or exceed their capacity to handle. In this case, we would provide assistance and our response would likely be more chaotic, uncontrolled, and reflective of lack of preparation and planning.
2. Choose to not provide police resources and assistance to Denver during the Democratic National Convention unless Denver agrees to provide 100% indemnification and reimbursement for any and all known and unforeseen expenses that the City of Westminster might incur. While such a position is certainly preferred, it may be practically, financially and politically unfeasible.

Background Information

The Westminster Police Department was made aware of the fact that Denver was going to host the DNC which is scheduled in August of 2008, by the Denver Police Department approximately 10 months ago. The police department immediately began contingency planning, to include prohibiting employee vacations during the week of the DNC, and working with the municipal and county courts to inform them of the DNC dates and the likely unavailability of many officers for court appearances and trials. As the Denver Police Department has developed their plans and shared them with the respective police departments, Westminster Police Department has participated in planning and training efforts.

The role assigned for Westminster officers has been identified and they are not expected to be in crowd management or riot control related duties. Westminster will not be providing marked police cars and will be utilizing vans or buses only for transportation to and from the event. These transportation vehicles will be parked in a secured and protected parking area. It is not anticipated that Westminster officers will need any additional equipment besides what they already have been issued, so no additional costs are expected for equipment. A Westminster Police Commander is attending and participating in weekly planning meetings with the Denver Police Department, Secret Service and other involved area law enforcement agencies in preparation for the DNC.

Under the terms of the IGA, Denver will reimburse Westminster for every hour an officer is assigned to DNC related duties, and the reimbursement will be at an overtime rate for every hour. For example, if an officer works a 12 hour shift at the DNC, Westminster will be reimbursed 12 hours at the overtime rate identified in the IGA. This will more than cover our actual deployment costs as a Westminster officer assigned to the DNC for 12 hours may actually be working 10 hours at straight time and only two hours at an overtime rate. This reimbursement schedule was designed intentionally to help offset the costs and additional burdens that assisting agencies would incur with backfill staffing, scheduling, and special preparations for assisting with the DNC. The IGA provides for a financial contingency of 80 percent if manpower costs exceed the planned deployment schedules. The contingency also provides for reimbursement if officers are extended at their duty post beyond their normal shift and it covers reimbursement of DNC related training that may be required.

Westminster is being asked to provide officers to staff two 12 hour shifts from Saturday, August 23 through Friday, August 29. These dates provide for events and activities that may precede or follow the actual DNC dates. The police department has also developed a plan to ensure adequate staffing to make certain that the citizens of Westminster are properly protected and served while officers are assigned to the DNC. During the DNC operational dates, no officers will be on vacation or attending training; and we expect minimum court appearances. Thus, staffing for the department will be at maximum capacity. In addition, plans are in place to deploy many officers assigned to non-patrol duties, such as detectives, to patrol duties during that week. This will enhance patrol staffing and the ability to handle calls for service, respond to emergencies, and serve the community. Detectives and other specialized units will be at minimum staffing levels for that period, but staff believes adequate flexibility is in place to handle contingencies that may arise. The police department will also be staffing a response team of officers beyond normal staffing needs to be able to respond to any large scale issues that may arise in Westminster, and in the case that we may need to respond to a call by Denver for additional resources.

The City of Denver has obtained a law enforcement liability insurance policy that provides limits of \$10 million per claim and a \$10 million aggregate (defense costs are not included in the limits) for all agencies assisting at the DNC. Individual agencies are responsible for \$10,000 deductibles (or the deductible may be apportioned among several agencies if multiple agencies are involved). Denver has committed funding to cover these deductibles up to a set amount. Denver has also obtained Workman's Compensation coverage for officers assisting Denver with the DNC during the operational dates.

Based on the lower risk assigned duties for Westminster officers, financial commitment by Denver, and the ability to provide continued police coverage in Westminster, Staff is comfortable making the recommendation to sign the DNC IGA and to provide officers for the DNC.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

**INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF
SERVICES AND AID IN PREPARATION FOR AND DURING THE
DEMOCRATIC NATIONAL CONVENTION**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this .. day of .., 2008, by and between the **CITY AND COUNTY OF DENVER ("CITY")**, a municipal corporation of the State of Colorado and the **CITY OF WESTMINSTER ("AGENCY")**, a Colorado home rule municipal corporation of the State of Colorado (each a "party" and collectively the "parties").

PURPOSE

This Agreement shall outline the responsibilities of the parties in preparation for and during the 2008 Democratic National Convention ("DNC"), relating to personnel deployment and rights and obligations for reimbursement. The parties form this Agreement under authority of C.R.S. § 29-1-203 and C.R.S. § 29-5-104. The Denver Police Department ("DPD") is responsible for the overall security planning and operations for this event.

1. SERVICES AND TERMS AND CONDITIONS OF OPERATIONS

A. AGENCY COMMITMENT OF PERSONNEL

The Agency agrees to supply personnel, and to perform functions and services in preparation for and during the 2008 DNC in the City and County of Denver. Such personnel so assigned and performing duties as provided herein shall have the same power within the City as do regular law enforcement officers of the City. The personnel to be provided by the Agency are set forth in Exhibit B attached to this Agreement and incorporated herein. Exhibit B also sets forth the hourly overtime rates at which the City will reimburse the Agency for all personnel hours provided pursuant hereto. The functions and duties to be performed by the Agency's personnel and reimbursed by City will conform to the City's 2008 DNC Operational Plan (the "Plan"), with specific assignments to be communicated to the Agency by the Commanding Officer (as defined below) or his designee. Except as otherwise provided herein, nothing in this Agreement shall affect the statutory or common law authority of an Agency or its personnel, nor shall this Agreement limit or enhance the respective liabilities and immunities of the parties.

B. FISCAL ADMINISTRATION

Costs incurred shall be reimbursed by the City in accordance with the fiscal administration requirements set forth in Exhibit A attached hereto and incorporated herein, to the extent such costs are allowable and reimbursable pursuant to the federal grant to the City for the 2008 DNC (the "DNC Grant"). The City will provide Agency sufficient information to allow the Agency to seek reimbursement within sufficient time to allow the Agency to apply for and receive such reimbursement within the requirements of the grant.

2. COORDINATION AND LIAISON: The Agency agrees that during the term of this

Agreement it shall fully coordinate all services hereunder with the City through the following:

A. For fiscal issues, including reimbursement, the Deputy Manager of Safety or his designee.

B. For operational service issues, the Deputy Chief of Operations or the commanding officer of the Operations Planning Unit ("Commanding Officer").

The City agrees that during the term of this Agreement it shall fully coordinate all services hereunder with the Agency through the individuals identified in Exhibit B.

The City and the Agency may in writing designate alternate personnel for coordination and liaison.

3. **NOTICES:** Notices concerning the termination of this Agreement, alleged or actual violations of the terms or conditions of this Agreement, and other notices that may or should be given to either party under this Agreement will be made to each party as follows:

For Notice to the City:

Mayor John Hickenlooper
1437 Bannock Street, Room 350
Denver, Colorado 80202

With copies to:

City Attorney David R. Fine
1437 Bannock Street, Room 353
Denver, Colorado 80202

Deputy Manager of Safety
P.O. Box 40098
Denver, CO 80204

For Notice to the Agency:

City Manager J. Brent McFall
4800 W. 92nd Avenue
Westminster, CO 80031

With a copy to:

City Attorney Martin McCullough
4800 W. 92nd Avenue
Westminster, CO 80031

4. **TERM OF AGREEMENT:** The term of the Agreement shall commence as of January 1,

2008 and terminate on December 31, 2008, or the last date by which funds pursuant to the DNC Grant must be requested, whichever is later. The Agency shall provide personnel during mutually agreed upon times during the term of the agreement and will provide core services and resources for operations in preparation for and during the DNC, as described in Exhibit B. The period from August 23, 2008 through August 29, 2008 is referred to in the exhibits to this Agreement as the "Convention Core Period."

5. MUTUAL BENEFITS TO PARTIES; CONSIDERATION: Other than those payments made from appropriations by the Federal government pursuant to the DNC Grant, consideration for this Agreement shall be non-monetary and shall consist of enhanced public safety and improved law enforcement activity in the Denver metropolitan area in preparation for and during the DNC, and other mutual benefits through the cooperative efforts of the parties under this Agreement.

The maximum amount reimbursable to the Agency pursuant to this Agreement, based upon the parties' estimate of Agency personnel required for the DNC is **Three Hundred Eighty-Three Thousand One Hundred Eighty-Two and 46/100 U.S. Dollars (\$383,182.46)**, inclusive of all approved costs and maximum contract reimbursement, as set forth in Exhibit B. It is understood and agreed that any payment obligation of any of the parties hereunder, whether direct or contingent, and for any claimed purpose whatsoever, shall extend only to funds appropriated by the governing body of such party, encumbered for the purpose of the Agreement and paid into the treasury of the party.

6. STATUS OF AGENCIES: It is understood and agreed by and between the parties that the status of the Agency shall be that of an independent political subdivision and it is not intended, nor shall it be construed, that any party or any officer, employee, or agent of the Agency is an officer, employee, loaned employee, or agent of the City for purposes of unemployment compensation, workers' compensation, governmental immunity or for any purpose whatsoever unless otherwise provided herein. Except to the extent covered by the insurance policy acquired by the City as referenced in Section 12 herein, each party acknowledges that it remains fully responsible for any and all obligations as the employer of its officers or other personnel assigned to the DNC, including, among other things, responsibility for the payment of the earnings, overtime earnings, withholdings, insurance coverage, workers compensation, medical and legal indemnity where appropriate, and all other requirements by law, regulations, ordinance, or contract. For purposes of workers' compensation, the Agency's employees will remain employees of the Agency and that, in the event the City is deemed a "statutory employer" of the Agency's employees under C.R.S § 8-41-401(I), the City will maintain immunity from tort lawsuits pursuant to the exclusive remedy provisions of the Worker's Compensation Act of Colorado. Notwithstanding the above, Agency officers performing services pursuant to this Agreement (i) will abide by the DPD's use of force policy, and (ii) may be removed from duty at the DNC by order of the Commanding Officer.

7. TERMINATION OF AGREEMENT: Either party may withdraw and terminate their involvement in this Agreement with cause, upon sixty (60) days' prior written notice to the other party, provided that Agency shall be able to terminate this Agreement in the case of a catastrophic event or unforeseen emergency which requires such a commitment of Agency's resources that would preclude it from performing its obligations under the Agreement.

8. WHEN RIGHTS AND REMEDIES NOT WAIVED: Acceptance of partial performance or continued performance after breach shall not be construed to be a waiver of any such breach.

9. EXAMINATION OF RECORDS: The Agency agrees that any duly authorized representative of the City, including the City's auditor or other financial representative, or a federal grant auditor, will have access to, and the right to, examine any directly pertinent books, documents, papers, records and data of the Agency, involving financial matters related to this Agreement until the expiration of seven (7) years after the final termination of this Agreement.

10. GOVERNING LAW: Each and every term, condition, or covenant herein is subject to and shall be construed in accordance with the provisions of Colorado law and any applicable federal law. Any action arising from this Agreement shall be brought and maintained in a State or federal court in Colorado which shall have exclusive jurisdiction of such action. No legal or equitable rights of the parties shall be limited by this Section.

11. ASSIGNMENT AND SUBCONTRACTING: Neither party is obligated or liable under this Agreement to any party other than the other party to the Agreement. Each party understands and agrees that it shall not assign or subcontract with respect to any of its rights, benefits, obligations or duties under this Agreement except upon prior written consent and approval of the other party, and in the event any such assignment or subcontracting shall occur, such action shall not be construed to create any contractual relationship between the parties and such assignee or subcontractor, and each party herein named shall remain fully responsible to the other party according to the terms of this Agreement.

12. INSURANCE: The City agrees to procure law enforcement liability and workers compensation insurance (DNC Security Policy) to cover the acts of each party during the provision of DNC security services, subject to any policy limits and deductibles applicable. The parties hereto agree that the City's liability under this Agreement is limited by the coverage provided by and the limits of the DNC Security Policy. The parties hereto understand and agree that each party is relying upon, and has not waived, the monetary limitations (presently \$150,000 per person, \$600,000 per occurrence) and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.* The City shall give the Agency a credit of \$29,946.00 for use in those situations where the Agency would otherwise be responsible for any deductible under the DNC Security Policy. Once such credit is expended, the Agency shall be responsible for any deductible payments attributable to it. City shall provide Agency with notice whenever the credit is applied to the deductible. The deductible credit is an obligation of the City and is not dependent upon the DNC Grant. For any and all acts and omissions which may fall outside the scope of the DNC Security Policy, or any liability which may exceed the policy limits of the DNC Security Policy, the parties will be self-insured as required by Colorado law, or will maintain adequate insurance to insure the types of activities undertaken in this Agreement. Further, each party will, at all times, maintain auto insurance, equipment and/or equipment insurance for its own automobiles, equipment and other property, and in the event that damage to such automobiles and/or equipment is not covered by the DNC Security Policy, neither party will be responsible for damage to the other party's automobiles, equipment or other property. Reimbursement rates for the use of equipment and vehicles are specified in Exhibit B.

13. NO THIRD PARTY BENEFICIARY: It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties to the Agreement, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement, including but not limited to members of the general public. It is the express intention of the parties that any person or entity, other than the parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

14. CONFIDENTIAL INFORMATION; OPEN RECORDS: The parties shall not at any time or in any manner, either directly or indirectly, divulge, disclose or communicate to any person, firm or corporation in any manner whatsoever any information concerning any matters which are not subject to public disclosure, including without limitation police records or medical records of or pertaining to persons dealt with under this Agreement and other privileged or confidential information. The parties shall comply with all applicable local, state or federal laws and requirements pertaining to maintenance and disclosure of personal, criminal justice, medical or health records or data, including but not limited to the Colorado Open Records Act, the Colorado Criminal Justice Records Act, the federal Freedom of Information Act (FOIA), the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and those methods, procedures and otherwise set forth as privileged by the Secret Service or other governmental entity. Such records or data may be in hardcopy, printed, digital or electronic format. If either party has custody of a record provided by the other party, that contains specialized details of security arrangements or investigations, the party shall refer any request to inspect that record to the other party, as provided at section 24-72-204(2)(a)(VIII)(C), CRS.

15. PARAGRAPH HEADINGS: The captions and headings set forth in this Agreement are for convenience of reference only, and shall not be construed as defining or limiting the terms and provisions in this Agreement.

16. SEVERABILITY: If any part, term, or provision of this Agreement, except for the provisions of the Agreement requiring prior appropriation of funds, is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Agency shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

17. AGREEMENT AS COMPLETE INTEGRATION - AMENDMENTS: This Agreement is intended as the complete integration of all understandings between the parties as to the subject matter of this Agreement. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other Agreement properly executed by the parties. No oral representation by any officer or employee of the Agency at variance with the terms and conditions of this Agreement, or any written amendment to this Agreement, shall have any force or effect or bind the Agency. Amendments to this Agreement will become effective when

approved by all parties and executed in the same manner as this Agreement. This Agreement and any amendments will be binding upon the parties, their successors and assigns.

18. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the City's obligations to provide insurance as set forth in Section 12 will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

19. LEGAL AUTHORITY:

A. Each party represents that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.

B. The person or persons signing and executing this Agreement on behalf of each party hereby represents and guarantees that he/she or they have been fully authorized by such party to execute this Agreement on behalf of the party and to validly and legally bind the party to all the terms, performances and provisions herein.

C. The City will have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the Agency or the person signing the Agreement on behalf of such Agency to enter into this Agreement.

20. COUNTERPARTS OF THIS AGREEMENT: This Agreement will be executed in two (2) counterparts, each of which shall be deemed to be an original of this Agreement.

BALANCE OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST

STEPHANIE Y. O'MALLEY,
Clerk and Recorder, Ex-Officio Clerk of the
City and County of Denver

CITY AND COUNTY OF DENVER

By: _____
Mayor

RECOMMENDED AND APPROVED:

APPROVED AS TO FORM

DAVID R. FINE, Attorney
for the City and County of Denver

By: _____
Manager of Safety

By: _____
Chief of Police

By: _____
Assistant City Attorney

REGISTERED AND COUNTERSIGNED:

By: _____
Manager of Finance
Contract Control No.

By: _____
Auditor

"CITY"

ATTEST:

City Clerk

CITY OF WESTMINSTER

By: _____
Mayor

APPROVED AS TO FORM:

Martin R. McCallough
City Attorney

"AGENCY"

EXHIBIT A
CITY & COUNTY OF DENVER
INTER-GOVERNMENTAL AGREEMENT
2008 DEMOCRATIC NATIONAL CONVENTION
FISCAL ADMINISTRATION REQUIREMENTS

I. BASIC REIMBURSEMENT REQUIREMENTS

A. SECURITY WORK REQUIREMENT: Only activities and costs directly incurred for approved security work, approved administrative support work or core services as defined in Exhibit B in preparation or training for or during the DNC, will be reimbursed.

B. APPROVAL PROCESS: All requests for reimbursement shall be completed on the required forms and contain written certification of the costs signed by the Agency Financial Officer noted in Exhibit B. Reimbursement requests shall be sent to the Deputy Manager of Safety, or designee, of the City.

II. RECORDS AND REIMBURSEMENT FORM REQUIREMENTS

A. REIMBURSEMENT FORM: The form for requesting reimbursement for personnel costs is attached hereto and incorporated hereto as Attachment 1. The City may modify and update these required forms as it reasonably determines necessary, in order to meet its internal or external auditing needs or the requirements of the City, DPD, Plan and/or DNC Grant.

B. AGENCY REQUIRED DOCUMENTATION FOR PERSONNEL COSTS: The Agency will be required to maintain individual payroll records as supporting documentation for reimbursement requests submitted to the City. These records may be in hard copy or electronic time and effort systems and must back up any and all payroll costs incurred and billed. Records must include staff name, date and time worked in support of the Plan.

C. SUBMISSION OF REIMBURSEMENT REQUESTS: The Agency may submit reimbursement requests on a monthly basis or in accordance with the following calendar:

<u>Activity/Cost Time Period</u>	<u>Deadline for submission</u>
Costs for the period 10/1/07 – 5/31/08	July 15, 2008
Costs for the period 6/1/08 – 7/31/08	August 31, 2008
Costs for the period 8/1/08 – 9/30/08	October 15, 2008

In no event will the Agency be allowed to submit a reimbursement request past the time allowable under the DNC Grant.

D. REIMBURSEMENT FORM(S) ADEQUACY: The Agency must submit a complete form, including proper signatures verifying and certifying the accuracy of the request for reimbursement. If forms are incomplete, lack appropriate documentation, or if requests for reimbursement are submitted on an unauthorized form, the Deputy Manager of Safety, or designee, may reject the request. The Deputy Manager of Safety, or designee, will communicate the reason for the rejection in writing. The Agency will have twenty (20) days to correct the error and resubmit the claim for reimbursement.

E. REIMBURSEMENT FORM PROCESS: The Deputy Manager of Safety, or designee, shall review and approve each reimbursement request for payment. Once the approval is obtained, the request for reimbursement will be forwarded to DPD Finance Bureau for processing. The Agency shall receive reimbursement for said request within thirty (30) days of receipt in DPD Finance Bureau.

F. SUPPORTING DOCUMENTATION RECORD RETENTION REQUIREMENTS: All supporting records, including time sheets, activity logs, equipment invoices, must be retained by the Agency for seven years after the end of the Grant period.

III. ADDITIONAL FINANCIAL INFORMATION

A. The City, subject to the terms of this Agreement, will reimburse Agency for personnel costs at the applicable hourly rate(s) stated in Exhibit B, for hours worked in planning for, training and during the DNC on security for the DNC. Training must be pre-approved by the Denver Commanding Officer. Time will be rounded to the nearest $\frac{1}{4}$ hour (rounding up to the next 15 minutes increment for seven (7) minutes of work or more and down for anything less than seven minutes).

B. Administrative personnel hours will be reimbursed at the rate provided in Exhibit B. Backfill will not be reimbursed for administrative personnel.

C. In addition to any requirements contained in this Agreement, all records must be maintained for future DNC Grant audits, and the Agency will be fiscally responsible for the result of any Agency error in connection with such audit.

EXHIBIT B

Exhibit B contains specialized details of security arrangements and is on file with the City and County of Denver Police Department.



Agenda Item 8 H

W E S T M I N S T E R
C O L O R A D O
Agenda Memorandum

City Council Meeting
July 28, 2008



SUBJECT: Second Reading of Councillor's Bill No. 27 re Rezoning a Portion of the Arrow Motel Property from R-4 (Multi-Family Residential) to C-1 (Commercial)

Prepared By: Michele McLoughlin, Planner III

Recommended City Council Action

Pass Councillor's Bill No. 27 on second reading rezoning a portion of the Arrow Motel property changing the designation from R-4 (Multi-Family Residential) to C-1 (Commercial). This recommendation is based on a finding that the criteria set forth in Section 11-5-3 of the Westminster Municipal Code have been met.

Summary Statement

- This rezoning application is for a portion of the property located at 7101 Federal Boulevard from R-4 (Multi-Family Residential) to C-1 (Commercial), (see attached vicinity map).
- The entire property is approximately 0.64 acres in area. The proposed rezoning would be for the westerly two lots only. The parcel along Federal Boulevard is currently zoned C-1.
- There are currently seven existing abandoned buildings on the property that were previously used as a motel. The four buildings that are located on the southern R-4 zoned parcel have lost their legal non-conforming use status to be used as a motel.
- Rezoning the R-4 parcels to C-1 would allow commercial, office and retail uses.
- The proposed C-1 rezoning complies with the City of Westminster's Comprehensive Land Use Plan that designates the property Retail Commercial.
- On July 1, 2008, this property was sold to the Adams County Housing Authority that intends to acquire additional property to the north. The Authority is proposing to build a three story mixed use (retail/office) building on the site. The Authority would relocate all of its offices to the new building. This would be a very significant upgrade to this area.
- This Councillor's Bill was approved on first reading by City Council on July 14, 2008.

Expenditure Required: \$ 0

Source of Funds: N/A

Respectfully submitted,

J. Brent McFall
City Manager
Attachments

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **27**

SERIES OF 2008

INTRODUCED BY COUNCILLORS
Kaiser - Winter

A BILL

FOR AN ORDINANCE AMENDING THE ZONING OF A PORTION OF THE ARROW MOTEL PROPERTY, A .67 ACRE PARCEL LOCATED AT 7101 FEDERAL BLVD, ADAMS COUNTY, COLORADO FROM R-4 (MULTI-FAMILY RESIDENTIAL) TO C-1 (COMMERCIAL)

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

- a. That an application for the rezoning of the properties generally located at 7101 Federal Blvd, as described below, incorporated herein by reference, from the R-4 (Multi-Family Residential) zone to a C-1 (Commercial) zone has been submitted to the City for its approval pursuant to W.M.C. §11-5-2.
- b. That the notice requirements of W.M.C. §11-5-13 have been met.
- c. That such application has been referred to the Planning Commission, which body held a public hearing thereon on June 24, 2008 and has recommended approval of the requested amendments.
- d. That Council has completed a public hearing on the requested zoning pursuant to the provisions of Chapter 5 of Title XI of the Westminster Municipal Code and has considered the criteria in W.M.C. § 11-5-3(A).
- e. That based on the evidence produced at the public hearing, a rezoning to the proposed C-1 (Commercial) zoning complies with all requirements of City Code, including, but not limited to, the provisions of W.M.C. §11-4-3, requiring compliance with the Comprehensive Land Use Plan, and the criteria of W.M.C. §11-5-3(A).

Section 2. The Zoning District Map of the City is hereby amended by reclassification of the properties described as:

Lots 47 and 48 of the Federalview Subdivision, located in the NW ¼ of Section 5, Township 3 South, Range 68 West of the 6th P.M., City of Westminster, County of Adams, State of Colorado, from the R-4 (Multi-Family Residential) zoning district to the C-1 (Commercial) zoning district, as depicted on Exhibit A, attached hereto.

Section 3. This ordinance shall take effect upon its passage after second reading.

Section 4. The title and purpose of this ordinance shall be published prior to its consideration on second reading. The full text of this ordinance shall be published within ten (10) days after its enactment after second reading.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 14th day of July, 2008.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 28th day of July, 2008.

Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

City Clerk

City Attorney's Office

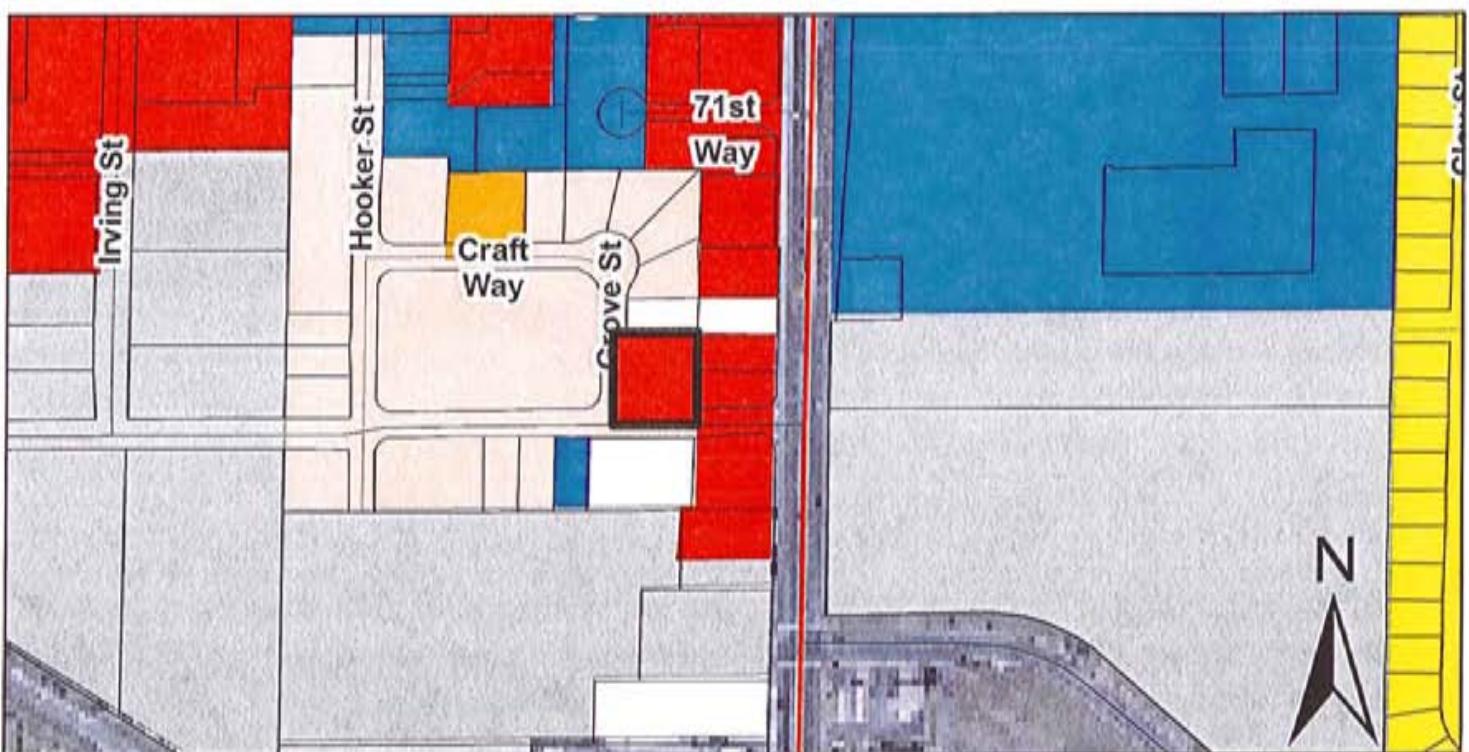
Arrow Motel Zoning Map: Change from R-4 to C-1



Legend

B-1	O-1	R-1	R-5	T-1
C-1	PUD	R-2	R-A	
M-1	R-3	R-4	R-E	

0 115 230 460 690 920 Feet





W E S T M I N S T E R
C O L O R A D O

Agenda Item 8 I

Agenda Memorandum

City Council Meeting
July 28, 2008



SUBJECT: Second Reading of Councillor's Bill No. 28 re Cost Recovery for the 144th Avenue and I-25 Interchange

Prepared By: David W. Loseman, Senior Projects Engineer

Recommended City Council Action

Pass Councillors Bill No. 28 on second reading establishing recovery payments owed to the City for costs incurred in constructing improvements to the 144th Avenue and I-25 Interchange.

Summary Statement

- The improvements to the 144th Avenue and I-25 Interchange were completed in 2007. The cost of the project totaled \$12,840,143 for the portion of the project in Westminster's jurisdiction only. Westminster Municipal Code allows the City's recovery of portions of these costs from the developers of adjoining benefited properties. The portion of the project costs in Thornton's jurisdiction, \$14,612,899, is being recovered from Thornton under the terms of a separate intergovernmental agreement.
- Westminster's costs of the project were categorized and evaluated according to guidelines in the Municipal Code to determine the level of assessment of those costs to properties that benefit from them. Generally, improvements that would normally be installed by the adjacent developer as a condition of development were included as was a portion of the interchange costs. The total Westminster cost was then apportioned among the City and the properties on either side of 144th Avenue. The owners of the property to the north, The Orchard at Westminster, have already fulfilled their obligation regarding this recovery. The recovery specifically impacts the property at the southwest corner of the interchange.
- Southwest corner of 144th Avenue and I-25, which includes the developer's obligation for \$1,128,395 of the cost of right-of-way for the project.
- The attached Councillor's Bill lists the qualifying costs and establishes the cost recovery mechanism for assessing those costs totaling \$4,922,000 to the owner of the property at the southwest corner of 144th Avenue and I-25, which includes the developer's obligation for \$1,128,395 of the cost of right-of-way for the project.
- This Councillor's Bill was passed on first reading on July 14, 2008.

Expenditure Required: \$ 0

Source of Funds: N/A

Respectfully submitted,

J. Brent McFall
City Manager
Attachments

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **28**

SERIES OF 2008

INTRODUCED BY COUNCILLORS
Dittman - Lindsey

A BILL

**FOR AN ORDINANCE ESTABLISHING COST RECOVERIES FOR CITY-CONSTRUCTED
PROJECT: 144TH AVENUE AND I-25 INTERCHANGE PROJECT**

WHEREAS, Westminster Municipal Code § 11-6-7(B)(1) provides that the City shall have the authority to allocate and recover the costs of construction of public improvements or facilities from property owners based on the benefit of such improvement, facility, or service to said owners; and

WHEREAS, Westminster Municipal Code § 11-6-7(B)(3) provides that the City Council shall provide by ordinance for the recovery of appropriate costs for public improvements, facilities, or services constructed by the City, and that said ordinance shall establish the nature and extent of the recoveries due to the City, and that such ordinance may include provisions for simple interest payable to the City; and

WHEREAS, Westminster Municipal Code § 11-6-7(E)(2)(a) provides that any ordinance establishing cost recovery obligations for City-constructed improvements shall include a list of properties to be charged with cost recovery for said improvements, that said ordinance shall be recorded in the real estate records of the counties in which the properties to be charged with cost recoveries are located and, if available, shall include a final statement of construction costs for the improvements subject to recovery or, otherwise, an estimate of construction costs for the improvements to be constructed until a final statement of construction costs for the improvements may be determined and recorded following the completion of the improvements; and

WHEREAS, the City completed the installation of roadway, utility and landscape improvements along the general alignment of the 144th Avenue and I-25 Interchange; and

WHEREAS, the City, through this ordinance, now wishes to establish a cost assessment recoverable from benefiting properties.

NOW, THEREFORE, THE CITY OF WESTMINSTER ORDAINS:

Section 1. The nature and extent of the recoverable costs owed to the City pursuant to this ordinance includes costs associated with the planning, design, right-of-way acquisition and construction of improvements to the 144th and I-25 interchange listed and summarized in Exhibit A, attached hereto and incorporated herein by this reference, and those costs (the "Recoverable Costs") will be assessed at \$4,922,000 for the parcel at the southwest corner of the 144th Avenue and I-25 interchange.

Section 2. The property (the "Assessed Property") described in Exhibit B, attached hereto and incorporated herein by this reference, is hereby assessed the Recoverable Cost noted in Exhibit A. The Recoverable Costs shall be due and payable in accordance with the provisions of W.M.C. § 11-6-7, as the same may be amended.

Section 3. This ordinance shall take effect upon its passage after second reading.

Section 4. The title and purpose of this ordinance shall be published prior to its consideration on second reading. The full text of this ordinance shall be published within ten (10) days after its enactment after second reading.

Section 5. The City Clerk shall cause a copy of this ordinance to be recorded in the real estate records of Adams County immediately following its enactment after second reading.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED
PUBLISHED this 14th day of July, 2008.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED
this 28th day of July, 2008.

Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

City Clerk

City Attorney's Office

EXHIBIT "A"

Recoverable Costs for 144th and I-25 Interchange Project
Cost Apportionment Summary
June 2008

Project Expense	Cost	Applicable Share (west side of I-25 costs only)	Remarks
Final Design Engineering	\$974,056	\$487,028	Contract and amendments with FHU
Right-of-Way costs	\$1,128,395	\$1,128,395	All costs to parcel at SW corner of interchange only
Road Construction Costs	\$19,536,857	\$8,913,391	See roadway construction costs below
Landscape Construction Costs	\$958,233	\$	See landscape construction costs below
Utility relocations and undergrounding	\$292,966	\$292,966	Both sides 144th Ave. and w. side interchange ramps
Street lighting	\$659,541	\$659,541	Both sides 144th Ave. and w. side interchange ramps
Construction Engineering	\$1,485,022	\$742,511	Contract and amendments with FHU
City water tap fee	\$132,209	\$132,209	
Total Cost not including ROW	\$24,038,884	\$11,711,748	
Total cost divided by 3, not including ROW		\$3,903,916	
Adjustment to ROW cost		(\$110,311)	
Total assessment to the property at the SW corner of the interchange, the "Recoverable Cost"		\$4,922,000	
Total project length		898.6 feet along 144th Ave. and 2,646.8 feet along 3,545.40' the interchange ramp	
Cost per foot (full width)	\$1,388.28	Total assessment divided by the project length	

EXHIBIT "A"

144TH AVENUE AND I-25 INTERCHANGE
PAYMENT SUMMARY OF ROADWAY AND LANDSCAPE CONSTRUCTION COSTS

ROADWAY COSTS

Item No.	Item Code	Item Description	Unit	Unit Price	Qty	Amount
1	201	Cleaning and Grubbing	LS	\$11,000.00	1	\$11,000.00
2	202	Removal of Structure and Obstructions (Westminster)	LS	\$16,000.00	1	\$16,000.00
3	202	Removal of Structure and Obstructions (Interchange)	LS	\$5,200.00	1	\$5,200.00
4	202	Removal of Structure and Obstructions (Thornton)	LS	\$5,200.00	1	\$5,200.00
5	202	Removal of Fire Hydrant	EA	\$2,000.00	1	\$2,000.00
6	202	Removal of Asphalt Mat	SY	\$1.55	44,840	\$69,502.00
7	202	Removal of Asphalt Mat (Planning)	SY	\$5.00	1,128	\$5,640.00
8	202	Removal of Bridge	LS	\$100,000.00	1	\$100,000.00
9	202	Removal of Traffic Signal Equipment	LS	\$20,000.00	1	\$20,000.00
10	202	Removal of Guardrail Type 3	LF	\$2.50	310	\$775.00
11	202	Removal of Guardrail Type 4	LF	\$10.00	1,213	\$12,130.00
12	202	Removal of End Anchorage	EA	\$180.00	2	\$360.00
13	202	Plug Culvert	EA	\$3,200.00	-	\$-
14	203	Embankment Material (Complete in Place)	CY	\$5.70	522,124	\$2,976,106.80
15	203	Dozing	HR	\$130.00	18.8	\$2,437.50
16	203	Potholing	HR	\$150.00	142	\$21,262.50
17	206	Structure Excavation	CY	\$3.75	16,145	\$60,543.75
18	206	Structure Backfill (Flow-Fill)	CY	\$90.00	199.2	\$17,926.00
19	206	Structure Backfill (Class 1)	CY	\$21.00	20,836.00	\$437,556.00
20	206	Structure Backfill (Class 2)	CY	\$13.00	575	\$7,475.00
21	206	Mechanical Reinforcement of Soil	CY	\$32.00	2,614.00	\$83,648.00
22	206	Filter Material (Class B)	CY	\$37.00	4,200	\$155,400.00
23	206	Shoring (Area 1)	LS	\$54,000.00	1	\$54,000.00
24	206	Shoring (Area 2)	LS	\$54,000.00	1	\$54,000.00
25	206	Shoring (Area 3)	LS	\$42,000.00	1	\$42,000.00
26	206	Shoring (Area 4)	LS	\$28,000.00	1	\$28,000.00
27	208	Silt Fence	LF	\$1.80	18,742	\$33,735.60
28	208	Concrete Washout Structure	EA	\$725.00	8	\$5,800.00

29	208 Storm Drain Inlet Protection	EA	\$225.00	34	\$7,650.00
30	208 Stabilized Construction Entrance	EA	\$1,275.00	9	\$11,475.00
31	208 Erosion Control Supervisor	LS	\$2,900.00	0.9	\$2,610.00
32	210 Reset Structure (Adams 12 Entry Sign)	EA	\$5,200.00	1	\$5,200.00
33	210 Reset Mailbox Structure	EA	\$525.00	1	\$525.00
34	210 Reset Fire Hydrant	EA	\$1,450.00	1	\$1,450.00
35	210 Reset Air Vent (Water)	EA	\$1,200.00	1	\$1,200.00
36	210 Reset Ground Sign	EA	\$275.00	5	\$1,375.00
37	210 Reset Sign Panel	EA	\$155.00	4	\$620.00
38	210 Reset Fire Prevention Unit and Timer	EA	\$575.00	5	\$2,875.00
39	210 Reset Intersection Detection System (Camera)	EA	\$750.00	10	\$7,500.00
40	210 Reset Gate	EA	\$215.00	1	\$215.00
41	210 Reset Guardrail Type 3	LF	\$10.50	237.5	\$2,493.75
42	210 Adjust Manhole (Water)	EA	\$525.00	4	\$2,100.00
43	210 Modify Manhole	EA	\$2,050.00	3	\$6,150.00
44	210 Adjust Valve Box (Water)	EA	\$250.00	13	\$3,250.00
45	211 Dewatering	LS	\$14,000.00	1	\$14,000.00
46	212 Seeding (Native)	AC	\$575.00	33.45	\$19,233.75
47	213 Mulching (Weed Free)	AC	\$625.00	44.45	\$27,781.25
48	216 Soil Retention Blanket (Straw/Cocoons)	SY	\$1.25	-	\$-
49	216 Soil Retention Blanket (Special)	SY	\$4.50	-	\$-
50	216 Boulder Edge	LF	\$21.00	1,673.00	\$35,133.00
51	250 Environmental Health and Safety Management	LS	\$10,500.00	1	\$10,500.00
52	304 Aggregate Base Course (Class 6)	TON	\$22.00	857.7	\$18,869.40
53	403 Hot Bituminous Pavement (Patching)(Asphalt)	TON	\$92.00	614.21	\$56,507.32
54	403 Hot Bituminous Pavement (Grading SX)(A)(100)(PG 76-28)	TON	\$48.00	10,420.36	\$500,177.28
55	403 Hot Bituminous Pavement (Grading S)(A)(100)(PG 64-22)	TON	\$43.00	53,420.35	\$2,297,075.05
56	411 Emulsified Asphalt (Slow-Setting)	GAL	\$1.25	15,833	\$19,791.25
57	412 Concrete Pavement (10 Inch)	SY	\$60.00	260	\$15,600.00
58	420 Geotextile (Erosion Control)(Class A)	SY	\$2.25	748	\$1,683.00
59	502 Pile Tip	EA	\$70.00	385	\$27,020.00
60	502 Steel Piling (I-P 12x74)	LF	\$38.00	18,116	\$688,408.00
61	503 Drilled Caisson (36 Inch)	LF	\$115.00	1,317	\$151,455.00
62	503 Drilled Caisson (42 Inch)	LF	\$225.00	54	\$12,150.00
63	503 Drilled Caisson (48 Inch)	LF	\$275.00	21	\$5,775.00
64	503 Drilled Caisson (60 Inch)	LF	\$325.00	370	\$120,087.50
65	505 Sign Wall (Westminster)	LS	\$33,000.00	1	\$33,000.00

66	505 Sign Wall (Thomton)		LS	\$38,000.00	1	\$38,000.00
67	506 Riprap (6 inch)		CY	\$57.00	182	\$10,374.00
68	506 Riprap (9 inch)		CY	\$57.00	104	\$5,928.00
69	506 Riprap (12 inch)		CY	\$80.00	277	\$22,160.00
70	507 Concrete Slope and Ditch Paving (Reinforced)		CY	\$350.00	133	\$46,550.00
71	509 Architectural Steel Truss		LS	\$130,000.00	1	\$130,000.00
72	511 Corner Monument Light Sculpture		EA	\$15,000.00	4	\$60,000.00
73	511 Pier Light Sculpture		EA	\$9,000.00	2	\$18,000.00
74	513 Bridge Drain		EA	\$5,000.00	2	\$10,000.00
75	514 Pipe Railing		LF	\$72.00	98	\$7,056.00
76	514 Pedestrian Fence		LF	\$200.00	1,487	\$297,400.00
77	515 Waterprooing (Membrane)		SY	\$7.00	3,524	\$24,668.00
78	517 Waterprooing (Asphalt)		SY	\$35.00	651.9	\$22,816.50
79	518 Bridge Expansion Device (0-4 Inch)		LF	\$150.00	264	\$39,600.00
80	519 Native Stone Veneer (2 Inch)		SF	\$30.00	164	\$4,920.00
81	519 Native Stone Veneer (4 Inch)		SF	\$27.00	21,146	\$570,942.00
82	601 Concrete Class B		CY	\$700.00	15	\$10,500.00
83	601 Concrete Class D (Box Culvert)		CY	\$330.00	637	\$210,210.00
84	601 Concrete Class D (Bridge)		CY	\$300.00	4,065	\$1,219,500.00
85	601 Concrete Class D (Wall)		CY	\$300.00	2,663	\$798,900.00
86	601 Structural Concrete Coating		SY	\$4.75	7,458	\$35,425.50
87	601 Concrete Sealer		SY	\$5.00	755	\$3,775.00
88	602 Reinforcing Steel		LB	\$0.72	713,273	\$513,556.56
89	602 Reinforcing Steel (Epoxy Coated)		LB	\$0.85	419,938	\$356,947.30
90	603 18 Inch Reinforced Concrete Pipe		LF	\$34.00	2,553	\$86,802.00
91	603 24 Inch Reinforced Concrete Pipe		LF	\$40.00	2,077	\$83,080.00
92	603 30 Inch Reinforced Concrete Pipe		LF	\$69.00	552	\$38,088.00
93	603 36 Inch Reinforced Concrete Pipe		LF	\$97.00	352	\$34,144.00
94	603 54 Inch Reinforced Concrete Pipe		LF	\$145.00	783	\$113,535.00
95	603 60 Inch Reinforced Concrete Pipe		LF	\$138.00	2,021	\$278,898.00
95	603 66 Inch Reinforced Concrete Pipe		LF	\$175.00	785	\$137,375.00
97	603 23 x 14 Inch Reinforced Concrete Pipe Elliptical		LF	\$80.00	361	\$21,660.00
98	603 30 x 19 Inch Reinforced Concrete Pipe Elliptical		LF	\$65.00	423	\$27,495.00
99	603 18 Inch Reinforced Concrete End Section		EA	\$625.00	4	\$2,500.00
100	603 24 Inch Reinforced Concrete End Section		EA	\$700.00	4	\$2,800.00
101	603 30 Inch Reinforced Concrete End Section		EA	\$800.00	1	\$800.00
102	603 66 Inch Reinforced Concrete End Section		EA	\$1,800.00	1	\$1,800.00

103	603 54 Inch Reinforced Concrete Pipe (Jacked)	LF	\$530.00	233	\$123,490.00
104	603 23 x 14 Inch Reinforced Concrete End Section Elliptical	EA	\$315.00	3	\$945.00
105	603 30 x 19 Inch Reinforced Concrete End Section Elliptical	EA	\$315.00	2	\$630.00
106	603 22 Inch Welded Steel Pipe (Sanitary)	LF	\$165.00	246	\$40,590.00
107	603 24 Inch Steel Pipe	LF	\$152.00	52	\$7,904.00
108	603 24 Inch Steel End Section	EA	\$165.00	2	\$370.00
109	603 3 Inch Plastic Pipe (Irrigation Sleeve)	LF	\$11.00	1,073	\$11,803.00
110	603 6 Inch Plastic Pipe (Irrigation Sleeve)	LF	\$13.00	1,373	\$17,849.00
111	603 12 Inch Plastic Pipe (Bridge Drainage)	LF	\$70.00	96	\$6,720.00
112	603 12 Inch Plastic Pipe (SDR 35)(Sanitary)	LF	\$54.00	1,766	\$95,364.00
113	603 12 Inch Plastic Pipe (C900)(Sanitary)	LF	\$33.00	329	\$10,857.00
114	603 12 Inch Cap	EA	\$170.00	4	\$680.00
115	603 15 Inch Plastic Pipe (SDR 35)(Sanitary)	LF	\$55.00	1,241	\$68,255.00
116	604 Inlet Type C (5 Foot)	EA	\$1,700.00	13	\$22,100.00
117	604 Inlet Type C (10 Foot)	EA	\$2,300.00	2	\$4,600.00
118	604 Inlet Type C (Special)	EA	\$9,500.00	1	\$9,500.00
119	604 Inlet Type D (5 Foot)	EA	\$3,500.00	1	\$3,500.00
120	604 Inlet Type D (10 Foot)	EA	\$3,900.00	1	\$3,900.00
121	604 Inlet Type 16 Single (5 Foot)	EA	\$1,700.00	1	\$1,700.00
122	604 Inlet Type R L5 (5 Foot)	EA	\$2,100.00	9	\$18,900.00
123	604 Inlet Type R L10 (5 Foot)	EA	\$3,200.00	11	\$35,200.00
124	604 Inlet Type R L10 (10 Foot)	EA	\$4,500.00	7	\$31,500.00
125	604 Inlet Type R L10 (15 Foot)	EA	\$5,900.00	1	\$5,900.00
126	604 Inlet Type R L10 (20 Foot)	EA	\$8,500.00	1	\$8,500.00
127	604 Inlet Type R L15 (5 Foot)	EA	\$4,100.00	1	\$4,100.00
128	604 Inlet Type R L15 (10 Foot)	EA	\$5,200.00	1	\$5,200.00
129	604 Manhole Slab Base (5 Foot)	EA	\$3,100.00	3	\$9,300.00
130	604 Manhole Slab Base (10 Foot)	EA	\$4,100.00	10	\$41,000.00
131	604 Manhole Slab Base (15 Foot)	EA	\$5,000.00	6	\$30,000.00
132	604 Manhole Slab Base (20 Foot)	EA	\$6,900.00	3	\$20,700.00
133	604 Manhole Slab Base (25 Foot)	EA	\$11,500.00	1	\$11,500.00
134	604 Manhole Slab Base (15 Foot)(Special)(Sanitary)	EA	\$6,500.00	2	\$13,000.00
135	604 Manhole Slab Base (25 Foot)(Special)(Sanitary)	EA	\$16,500.00	1	\$16,500.00
136	604 Manhole Box Base (10 Foot)	EA	\$7,300.00	1	\$7,300.00
137	604 Manhole Box Base (15 Foot)	EA	\$9,200.00	8	\$73,600.00
138	604 Manhole Box Base (20 Foot)	EA	\$11,000.00	4	\$44,000.00
139	605 4 Inch Perforated Pipe Underdrain	LF	\$13.00	744	\$9,672.00

140	605	Geocomposite Drain with Pipe	SY	\$15.00	1,931	\$28,965.00
141	606	Guardrail Type 3 (6'-3" Post Spacing)	LF	\$15.00	1,800	\$27,000.00
142	606	Guardrail Type 7 (Special)	LF	\$120.00	134	\$16,080.00
143	606	Guardrail Type 7 (Style CA)	LF	\$50.00	963	\$48,150.00
144	608	End Anchorage Type 3D	EA	\$730.00	8	\$5,840.00
145	608	End Anchorage (Slotted Rail Terminal)	EA	\$1,400.00	8	\$11,200.00
146	608	Bridge Rail Type 7 (Special)	LF	\$110.00	624	\$68,640.00
147	608	Bridge Rail (Special)	LF	\$65.00	746	\$48,490.00
148	608	Pedestrian Rail	LF	\$55.00	616	\$33,880.00
149	607	Fence Barbed Wire With Treated Wooden Posts	LF	\$2.25	2,318	\$5,215.50
150	607	Fence Combination Wire With Metal Posts	LF	\$2.50	7,661	\$19,152.50
151	607	Fence (Temporary)	LF	\$2.50	208	\$520.00
152	608	Concrete Sidewalk (.6 Inch)	SY	\$29.00	7,119	\$205,451.00
153	608	Concrete Curb Ramp	SY	\$100.00	379	\$37,900.00
154	609	Curb and Gutter Type 2 (Section I-B)	LF	\$9.50	6,549	\$62,215.50
155	609	Curb and Gutter Type 2 (Section II-B)	LF	\$11.00	9,601	\$105,611.00
156	610	Median Edging (Patterned Concrete)	LF	\$23.00	4,794	\$110,262.00
157	610	Median Cover Material (Patterned Concrete)	SF	\$6.50	13,410	\$87,165.00
158	612	Delineator (Type I)	EA	\$21.00	76	\$1,596.00
159	612	Delineator (Type II)	EA	\$23.00	58	\$1,334.00
160	612	Delineator (Type III)	EA	\$25.00	1	\$25.00
161	613	1 Inch Electrical Conduit	LF	\$6.50	100	\$650.00
162	613	2 Inch Electrical Conduit	LF	\$10.00	1,470	\$14,700.00
163	613	1 Inch Electrical Conduit (Plastic)	LF	\$6.00	2,490.00	\$14,940.00
164	613	2 Inch Electrical Conduit (Plastic)	LF	\$6.00	8,235	\$49,410.00
165	613	3 Inch Electrical Conduit (Plastic)	LF	\$10.00	4,634	\$46,340.00
166	613	Wiring	LS	\$10,000.00	1	\$10,000.00
167	613	Compact Fluorescent Floodlight (42 Watt)	EA	\$650.00	28	\$18,200.00
168	613	Luminaire 200 Watt (Cobra Head)	EA	\$1,600.00	-	\$-
169	613	Pendant Luminaire	EA	\$1,300.00	2	\$2,600.00
170	613	GFCI Receptacle	EA	\$100.00	21	\$2,100.00
171	613	Metered Service Panel	EA	\$6,400.00	2	\$12,800.00
172	614	Sign Panel (Class I)	SF	\$17.00	518	\$8,806.00
173	614	Sign Panel (Class II)	SF	\$21.00	435	\$9,135.00
174	614	Sign Panel (Class III)	SF	\$23.00	639	\$14,697.00
175	614	Steel Sign Post (1.75x1.75 Inch Tubing)	LF	\$21.00	290	\$6,080.00
176	614	Steel Sign Post (2x2 Inch Tubing)	LF	\$21.00	67	\$1,407.00

177	614 Steel Sign Post (2 Inch Round)(Post and Socket)	EA	\$175.00	3	\$525.00
178	614 Steel Sign Post (2.5 Inch Round)(Post and Sipbase)	EA	\$350.00	39	\$14,820.00
179	614 Illuminated Sign	EA	\$3,000.00	8	\$24,000.00
180	614 Cantilever Structure (25 to less than 30 Foot)	EA	\$20,000.00	3	\$60,000.00
181	614 Cantilever Structure (35 to less than 40 Foot)	EA	\$29,000.00	1	\$29,000.00
182	614 Pedestrian Signal Face (16)(Countdown Type)	EA	\$555.00	28	\$15,540.00
183	614 Traffic Signal Face (12-12-12)	EA	\$855.00	27	\$23,065.00
184	614 Traffic Signal Face (12-12-12) (LED)	EA	\$855.00	68	\$58,140.00
185	614 Traffic Signal Face (12-12-12-12-12)	EA	\$1,250.00	4	\$5,000.00
186	614 Traffic Signal Controller Cabinet (NEMA P TS2 Type 1)	EA	\$18,000.00	3	\$54,000.00
187	614 Traffic Signal Controller Cabinet (Model 333SSD)	EA	\$17,000.00	1	\$17,000.00
188	614 Pedestrian Push Button Station	EA	\$170.00	28	\$4,760.00
189	614 Fire Preemption Unit and Timer	EA	\$1,500.00	6	\$9,000.00
190	614 Intersection Detection System (Camera)	EA	\$6,800.00	14	\$95,200.00
191	614 Traffic Signal-Light Pole Steel (1 Mast Arm)	EA	\$19,700.00	14	\$275,800.00
192	614 Traffic Signal Pedestal Pole Steel	EA	\$1,100.00	6	\$6,600.00
193	614 Traffic Signal Span Wire Pole (12 Inch)	EA	\$4,100.00	12	\$49,200.00
194	614 Traffic Signal Controller (NEMA/ASC/2S-2100)	EA	\$3,300.00	2	\$6,600.00
195	614 Traffic Signal Controller (NEMA/ASC 125-2100)	EA	\$3,300.00	1	\$3,300.00
196	614 Traffic Signal Controller (8 Phase)(170E)	EA	\$2,200.00	1	\$2,200.00
197	614 Test Fiber Optic Cable	LS	\$2,200.00	1	\$2,200.00
198	614 Fiber Optic Cable (Single Mode)(12 Strand)	LF	\$125	4,400	\$5,500.00
199	614 Fiber Optic Pull Box	EA	\$880.00	8	\$7,040.00
200	614 System Termination	LS	\$6,200.00	-	\$-
201	614 Terminate Fiber Optic Cable (12 Strand)	EA	\$440.00	5	\$2,200.00
202	615 12 Inch Slide Headgate (5 Foot Frame)	EA	\$1,950.00	-	\$-
203	615 Headgate (Special)	EA	\$1,950.00	1	\$1,950.00
204	617 Detour Culvert Pipe	LS	\$10,500.00	1	\$10,500.00
205	618 Prestressed Concrete I (BT72)	LF	\$165.00	4,288	\$707,520.00
206	619 28 Inch Welded Steel Pipe (Water)	LF	\$240.00	40	\$9,600.00
207	619 16 Inch Plastic Pipe (Water)	LF	\$36.00	420	\$15,960.00
208	619 16 Inch Plastic Pipe (Water)	LF	\$100.00	1,155	\$115,500.00
209	619 12 Inch Blow-Off	EA	\$2,200.00	7	\$15,400.00
210	619 6 Inch Blow-Off and Vault	EA	\$6,100.00	1	\$6,100.00
211	619 16 Inch Combination Air Release Valve with Vault	EA	\$11,000.00	1	\$11,000.00
212	619 6 Inch Gate Valve	EA	\$1,100.00	5	\$5,500.00
213	619 16 Inch Butterfly Valve (Direct Burry)	EA	\$5,800.00	7	\$40,600.00

214	619 6 Inch Fire Hydrant Assembly	EA	\$4,900.00	3	\$14,700.00
215	619 16 Inch -45 Degree Bend	EA	\$2,100.00	3	\$16,600.00
216	619 16 Inch Cap	EA	\$1,300.00	6	\$7,800.00
217	619 6 inch x 3 Inch Reducer	EA	\$275.00	1	\$275.00
218	619 1 1/2 Inch Tapping Sleeve (16 Inch Main)	EA	\$2,300.00	1	\$2,300.00
219	619 6 Inch Tapping Sleeve (16 Inch Main)	EA	\$4,200.00	1	\$4,200.00
220	619 16 Inch Tapping Sleeve (16 Inch Main) (See Change Order T-1)	EA	\$16,500.00	2	\$33,000.00
221	619 6 Inch x 6 Inch Tee	EA	\$525.00	1	\$525.00
222	619 16 Inch x 6 Inch Tee	EA	\$3,300.00	4	\$13,200.00
223	619 16 Inch x 16 Inch Tee	EA	\$3,500.00	2	\$7,000.00
224	619 1 1/2 Inch Water Meter and Vault	EA	\$3,600.00	1	\$3,600.00
225	619 3 Inch Water Meter and Vault	EA	\$18,500.00	2	\$37,000.00
226	625 Construction Surveying	LS	\$145,000.00	1	\$145,000.00
227	626 Mobilization	LS	\$300,000.00	1	\$300,000.00
228	627 Thermoplastic Pavement Marking	SF	\$2,50	3,729,60	\$9,324,00
229	627 Pavement Marking Paint (Low VOC Solvent Base)	GAL	\$45,00	172,7	\$7,771,50
230	627 Pre-formed Plastic Pavement Marking (Inlaid)	SF	\$9,00	9,523	\$85,710.46
231	627 Preformed Plastic Pavement Marking (Type I)	SF	\$9,00	9,161	\$82,449.00
232	627 Preformed Plastic Pavement Marking (Word-Symbol)(Type II)	SF	\$15,00	1,259	\$18,887.35
233	627 Preformed Plastic Pavement Marking (Xwalk-Stop Line)(Type II)	SF	\$9,50	4,170	\$39,611.20
234	629 Survey Monument	EA	\$750.00	3	\$2,250.00
235	630 Flagging	HOUR	\$21,00	1,119,50	\$23,509.50
236	630 Uniformed Traffic Control	HOUR	\$75,00	1,063,97	\$79,797.75
237	630 Traffic Control Inspection	DAY	\$115,00	276	\$31,740.00
238	630 Traffic Control Management	DAY	\$425,00	228	\$95,900.00
239	630 Flashing Beacon (Portable)	EA	\$1,700.00	6	\$10,200.00
240	630 Barricade (Type 3 M-B)(Temporary)	EA	\$350.00	38	\$13,300.00
241	630 Construction Traffic Sign (Panel Size A)	EA	\$55,00	102	\$5,610.00
242	630 Construction Traffic Sign (Panel Size B)	EA	\$100,00	111	\$11,100.00
243	630 Construction Traffic Sign (Panel Size C)	EA	\$130,00	47	\$6,110.00
244	630 Construction Traffic Sign (Special)	SF	\$21,00	354.5	\$7,444.50
245	630 Advance Warning Flashing or Sequencing Arrow Panel (C Type)	EA	\$650.00	4	\$2,600.00
246	630 Portable Message Sign Panel	EA	\$15,000.00	2	\$30,000.00
247	630 Drum Channelizing Device	EA	\$50,00	300	\$15,000.00
248	630 Concrete Barrier (Temporary)	LF	\$30,00	18,858	\$565,740.00
249	630 Traffic Cone	EA	\$13,00	400	\$5,200.00
250	630 Mobile Pavement Marking Zone	DAY	\$525.00	-	\$-

251	630 Impact Attenuator (Temporary)	EA	\$5,600.00	10	\$56,000.00
252	630 Barricade (Type 3 F-C) (Temporary)	EA	\$1,100.00	2	\$2,200.00
253	630 Barricade (Type 3 F-D) (Temporary)	EA	\$1,600.00	3	\$4,800.00
254	631 Precast Concrete Bridge Unit (Special)	EA	\$6,500.00	86	\$572,000.00
255	631 Cast-in-Place Concrete Headwall	EA	\$22,000.00	4	\$88,000.00
256	700 F/A Water Taps	F/A	\$275,000.00	-	\$-
257	700 F/A Utility Adjustments	F/A	\$50,000.00	-	\$-
258	700 F/A Early Completion Incentive	F/A	\$250,000.00	1	\$250,000.00
	FINAL PAY AMOUNT NOT INCLUDING CHANGE ORDERS				19,998,033.82
	CHANGE ORDERS				
	W-1 THROUGH W-13				47,665.23
	I-1 THROUGH I-15				(564,316.91)
	T-1 THROUGH T-18				55,475.00
	TOTAL ROADWAY COSTS				- 19,536,857.14
	TOTAL WESTMINSTER ROADWAY COSTS				\$8,913,391.00
	TOTAL THORNTON ROADWAY COSTS				10,623,466.14

LANDSCAPE COSTS

Item No.	Item Code	Item Description	Unit	Unit Price	Qty	Amount
1	203	Dozing Landscape	HR	\$90.00	50.39	\$4,535.10
2	212	Soil Import Topsoil	CY	\$12.61	0.00	\$0.00
3	212	Soil Preparation (Special)	ACRE	\$3,963.80	16.44	\$65,164.87
4	212	Metal Landscape Border	LF	\$2.40	13,461.00	\$32,306.40
5	212	Sod (Install Only)	SF	\$0.06	443,050.00	\$25,475.38
6	212	Seedling (Native)	ACRE	\$1,130.81	1.66	\$1,877.14
7	212	Wetland Seeding	ACRE	\$1,449.00	1.13	\$1,637.37
8	214	Deciduous Tree (8-19 ft. height)	EA	\$278.00	140.00	\$38,920.00
9	214	Small Deciduous Tree (8-10 ft. height)	EA	\$260.00	178.00	\$45,260.00
10	214	Evergreen Tree (8-10 ft. height)	EA	\$271.00	130.00	\$35,230.00
11	214	Ground Cover (Perennials No. 1 Container)	EA	\$11.20	4,983.00	\$55,585.60
12	214	Deciduous Shrubs (No. 5 Container)	EA	\$31.99	1,950.00	\$62,380.50
13	214	Evergreen Shrubs (No. 5 Container)	EA	\$33.85	1,130.00	\$38,250.50
14	214	Landscape Establishment	LS	\$56,285.00	1.00	\$56,285.00

15	304	Aggregate Base Course (Class 6) (Grit Zone)	CY	\$26.17	1,120.50	\$29,323.49
16	608	Trickle Channel	SF	\$4.13	15,530.00	\$64,138.90
17	623	Irrigation System (Westminster)	LS	\$33,400.00	1.00	\$33,400.00
18	623	Irrigation System (Interchange)	LS	\$131,274.00	1.00	\$131,274.00
19	623	Irrigation System (Thornton)	LS	\$55,020.00	1.00	\$55,020.00
20	623	Mobilization	LS	\$15,500.00	1.00	\$15,500.00
21	630	Traffic Control	LS	\$3,500.00	1.00	\$3,500.00
		FINAL PAY AMOUNT NOT INCLUDING CHANGE ORDERS				\$796,084.25
		CHANGE ORDERS				
		W-1 THROUGH W-8				\$24,889.67
		I-1 THROUGH I-6				\$26,853.01
		T-1 THROUGH T-6				\$2,519.63
		BIG FOOT TURF FARMS (SOD)				\$107,886.75
		TOTAL LANDSCAPE COSTS				\$958,233.31
		TOTAL WESTMINSTER LANDSCAPE COSTS				\$ 484,101.68
		TOTAL THORNTON LANDSCAPE COSTS				\$ 474,131.63

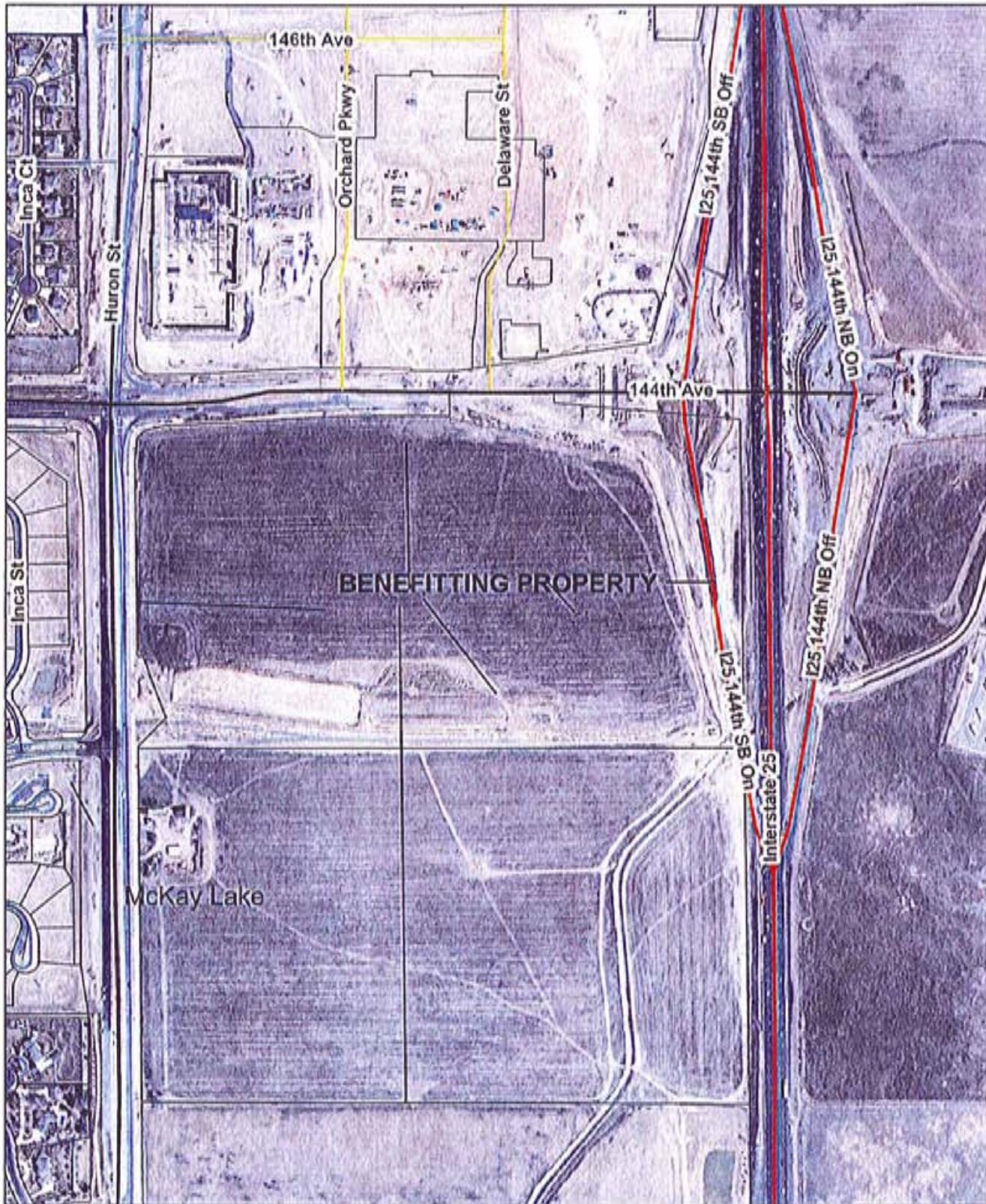


EXHIBIT "B"
144TH AVENUE AND I-25 INTERCHANGE
RECOVERY AREA EXHIBIT
SHEET 1 OF 3



EXHIBIT "B"
144TH AVENUE AND I-25 INTERCHANGE
RECOVERY AREA EXHIBIT
SHEET 2 OF 3

LEGAL DESCRIPTION: (NORTH PROPERTY)

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M., EXCEPT THAT PORTION CONVEYED TO THE FARMERS RESERVOIR AND IRRIGATION COMPANY IN DEED RECORDED MAY 16, 1910 IN BOOK 47 AT PAGE 72, AND THAT PORTION CONVEYED TO THE DEPARTMENT OF HIGHWAYS IN DEED RECORDED AUGUST 24, 1953 IN BOOK 473 AT PAGE 187 AND DEED RECORDED MARCH 1, 1956 IN BOOK 597 AT PAGE 367, AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF WESTMINSTER IN DEEDS RECORDED FEBRUARY 21, 2006 AT RECEPTION NO. 20060221000169780 AND RECEPTION NO. 20060221000169800, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 22; THENCE SOUTH 89°56'14" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 141.51 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°42'47" WEST, ALONG SAID EAST LINE, A DISTANCE OF 1,065.06 FEET; THENCE NORTH 05°06'35" EAST, A DISTANCE OF 85.51 FEET; THENCE NORTH 44°07'32" EAST, A DISTANCE OF 34.92 FEET; THENCE NORTH 75°29'12" EAST, A DISTANCE OF 84.38 FEET TO THE BEGINNING OF A NON-TANGENT CURVE; THENCE 375.85 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 7,726.94 FEET, A CENTRAL ANGLE OF 02°47'13", AND BEING SUB-TENDED BY A CHORD WHICH BEARS NORTH 87°17'47" EAST, 375.81 FEET TO THE BEGINNING OF A REVERSE CURVE; THENCE 550.58 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 7,551.94 FEET, A CENTRAL ANGLE OF 04°10'38", AND BEING SUB-TENDED BY A CHORD WHICH BEARS NORTH 87°59'30" EAST, 550.46 FEET; THENCE SOUTH 89° 55'11" EAST, A DISTANCE OF 41.76 FEET; THENCE SOUTH 88°55'49" EAST, A DISTANCE OF 102.08 FEET; THENCE SOUTH 79°21'01" EAST, A DISTANCE OF 354.25 FEET; THENCE SOUTH 00°04'49" WEST, A DISTANCE OF 10.15 FEET; THENCE SOUTH 79°56'39" EAST, A DISTANCE OF 390.17 FEET; THENCE SOUTH 15°12'03" EAST, A DISTANCE OF 116.12 FEET; THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 10.36 FEET; THENCE SOUTH 15°12'03" EAST, A DISTANCE OF 972.82 FEET; THENCE SOUTH 45°48'46" WEST, A DISTANCE OF 56.23 FEET; THENCE NORTH 89°56'14" WEST, A DISTANCE OF 2,157.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,451,442 SQUARE FEET OR 56.277 ACRES, MORE OR LESS.

EXHIBIT "B"
144TH AVENUE AND I-25 INTERCHANGE
RECOVERY AREA EXHIBIT
SHEET 3 OF 3

LEGAL DESCRIPTION: (SOUTH PROPERTY)

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M., EXCEPT THAT PORTION CONVEYED TO THE CITY OF WESTMINSTER IN DOCUMENT RECORDED AS RECEIPTION NO. 20050620000646750, AND EXCEPT THAT PORTION AGREED TO BE CONVEYED TO THE CITY OF WESTMINSTER IN DOCUMENT RECORDED AS RECEIPTION NO. 20041025001072230, AND EXCEPT THAT PORTION CONVEYED TO CDOT IN DOCUMENT RECORDED AS BK. 473, PAGE 187, AND EXCEPT THOSE PORTIONS CONVEYED TO THE CITY OF WESTMINSTER IN DOCUMENT RECORDED AS RECEIPTION NO. 20050620000646860, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF THE NORTHWEST CORNER OF SAID SECTION 22; THENCE SOUTH 89°57'18" EAST, A DISTANCE OF 141.02 FEET TO A POINT ON THE EAST RIGHT OF WAY FOR HURON STREET AS DESCRIBED IN TO THE CITY OF WESTMINSTER IN DOCUMENT RECORDED AS RECEIPTION NO. 20050620000646750, SAID POINT BEING THE POINT OF BEGINNING;

THENCE NORTH 00°42'47" WEST, ALONG SAID RIGHT OF WAY LINE AND ALONG THE RIGHT OF WAY LINE DESCRIBED IN DOCUMENT RECORDED AS RECEIPTION NO. 20041025001072230, A DISTANCE OF 1322.44 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 22; THENCE SOUTH 89°56'14" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 2280.54 FEET TO THE WEST RIGHT OF WAY LINE OF I-25 AS DESCRIBED IN DOCUMENT RECORDED AS BOOK 473, PAGE 187; THENCE SOUTH 00°45'07" EAST, ALONG SAID WEST RIGHT OF WAY LINE TO THE WESTERLY RIGHT OF WAY LINE OF I-25 AS DESCRIBED IN DOCUMENT RECORDED AS REC. NO. 20050620000646860, A DISTANCE OF 14.67 FEET; THENCE SOUTH 46°42'52" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 61.37 FEET; THENCE SOUTH 09°36'19" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 293.83 FEET TO THE WEST RIGHT OF WAY LINE OF I-25 AS DESCRIBED IN DOCUMENT RECORDED AS BOOK 473, PAGE 187; THENCE SOUTH 00°45'07" EAST, ALONG THE WEST RIGHT OF WAY LINE OF I-25 AS DESCRIBED IN DOCUMENT RECORDED AS BOOK 473, PAGE 187, A DISTANCE OF 975.27 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22; THENCE NORTH 89°57'18" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 2281.43 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION OF THE BULL CANAL AS DESCRIBED IN DOCUMENT RECORDED IN BOOK 46, PAGE 73.

SAID PARCEL CONTAINS A GROSS AREA OF 4,864,511 SQUARE FEET (65.76 ACRES), MORE OR LESS.

BASIS OF BEARINGS: ASSUMED NORTH 00°42'47" WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22, SAID LINE BEING MONUMENTED AT THE NORTHWEST CORNER BY A 3 1/4" ALUMINUM CAP, STAMPED L.S. 25645 AND AT THE WEST QUARTER CORNER BY A 3 1/4" ALUMINUM CAP, STAMPED L.S. 25645



Agenda Item 10 A

W E S T M I N S T E R
C O L O R A D O

Agenda Memorandum

City Council Meeting
July 28, 2008



SUBJECT: Public Meeting on 2009 and 2010 City Budget

Prepared By: Barbara Opie, Budget and Special Projects Manager

Recommended City Council Action

Hold a public meeting on the 2009 and 2010 City Budget and receive citizen comments.

Summary Statement

- City Staff is currently preparing budget information for both 2009 and 2010. The public meeting is an informal opportunity for the public to provide input to the City Council on the City Budget.
- City Council officially adopted the City's third two-year budget with the 2007/2008 Budget in October 2006; a mid-year review and amendment process occurred in October 2007. Departments prepare their proposed 2009 and 2010 Budgets through the summer, working to reflect the current economic conditions and community needs. The Departments' efforts culminate in the distribution of the Proposed Budget to City Council at the beginning of September.
- A final public hearing is scheduled for September 8 so that citizens will have another opportunity to comment and provide feedback on the proposed 2009 and 2010 City Budget. City Council must adopt the budget by the October 27 City Council meeting, in accordance with the City Charter.
- A previous public meeting was held on June 9 where citizens made several budget requests. Staff is currently conducting research on those citizen requests and will report back to City Council at the Budget Retreat in September.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

Should City Council listen to citizen requests, comments and suggestions as they pertain to the 2009 and 2010 budget?

Alternative

Council could choose to not conduct a public meeting at this time. This is not recommended as providing citizens an opportunity for input early on in the budget process plays an important role in assuring that the budget reflects community needs.

Background Information

In April, City Council reviewed the goals for 2009 and 2010. The City Council Strategic Plan Goals are listed below:

- Safe and Secure Community
- Financially Sustainable City Government Providing Exceptional Services
- Vibrant Neighborhoods and Commercial Areas
- Strong, Balanced Local Economy
- Beautiful and Environmentally Sensitive City

The direction provided by City Council assists City Staff as they develop the 2009 and 2010 City Budget. Other considerations that go into developing a comprehensive budget are department priorities that strive to achieve Council goals identified in the Strategic Plan, maintain existing service levels and citizen or neighborhood input.

In November of 2000, Westminster voters approved a City Charter amendment that allows the City Council to adopt a formal two-year budget. City Council officially adopted the City's first two-year budget with the 2003/2004 Budget. The Proposed 2009/2010 Budget will represent the fourth iteration of biennial budgeting in the City of Westminster.

A Proposed Budget will be submitted to City Council at the beginning of September for review. After reviewing the Proposed Budget for several weeks, City Council is scheduled to conduct a full-day Budget Retreat on Saturday, September 27. City Council will deliberate on final funding decisions on staffing levels, programs, services, and capital projects at this Budget Retreat.

Two public meetings and one formal public hearing will be held on the Proposed 2009 and 2010 City Budget to solicit citizen input. In addition to the public meeting being conducted on July 28, one other public meeting was held on June 9, and a public hearing is scheduled for September 8.

Monday's public meeting was advertised in the *Westminster Window*, *Westsider* and *Weekly Edition*; and on cable Channel 8 and the City's website.

Respectfully submitted,

J. Brent McFall
City Manager



W E S T M I N S T E R
C O L O R A D O

Agenda Item 10 B

Agenda Memorandum

City Council Meeting
July 28, 2008



SUBJECT: Councillor's Bill No. 29 re Appropriation of FY2007 Carryover Funds into FY2008

Prepared By: Steve Smithers, Assistant City Manager
Barbara Opie, Budget & Special Projects Manager

Recommended City Council Action

Pass Councillor's Bill No. 29 on first reading, appropriating FY2007 carryover funds into the FY2008 budgets of the General, General Capital Improvement, Utility, Utility Reserve, Storm Drainage, General Capital Outlay Replacement, and POST Funds.

Summary Statement

- The City Council annually reviews and appropriates carryover funds from the previous year's budget into the current year budget for the following:
 - those items and services included in the previous year's budget but not received or provided until the current year's budget;
 - new items and services not included in the previous year's budget or funds that were identified as available for these new priorities in late 2007, but the items or services were not received or provided until the current year's budget;
 - existing or new capital projects and key operating priorities for which funds are needed and carryover funds are available.
- Total funding of \$10,952,503 for the items recommended in this memo comes from unrestricted revenues and unexpended 2007 funds in the various amounts identified.
- Given the continuing challenge the City faces with fluctuations in the economy, Staff is recommending leaving approximately \$2.3 million of 2007 carryover funds in the Sales and Use Tax Fund to protect against any potential shortfall in 2008. Staff is also recommending leaving \$1.0 million of 2007 carryover funds in the General Fund to be appropriated with the Proposed 2009 Budget as previously highlighted for City Council with the Proposed 2009 Operating Priorities Staff Report presented at the July 7 Study Session. Additionally, Staff is recommending leaving \$750,000 of 2007 carryover funds in the General Capital Improvement Fund to be appropriated with the Proposed 2009 Budget to help address the significant revenue reduction (approximately \$1.0 million) resulting from the reallocation of the Adams County road tax approved by voters that goes into effect January 1, 2009. Staff is also recommending leaving \$160,000 in the Water Fund to be appropriated later this fall once the summer boating season has ended and the full costs associated with the Zebra Mussel mitigation operating efforts have concluded.
- City Council reviewed the proposed carryover items included within this agenda memorandum at the July 21 Study Session, and directed Staff to bring forward the attached ordinance for action at the July 28 City Council meeting.

Expenditure Required: \$15,022,902

Source of Funds: General, General Capital Improvement, Utility, Utility Reserve, Storm Drainage, General Capital Outlay Replacement, and POST Funds

Policy Issue

Should the City appropriate carryover funds as outlined below?

Alternatives

1. City Council could decide not to appropriate any of these funds at this time. This is not recommended as many of the carryover requests are for items and services that have already received City Council approval during the FY2008 Budget process as priority expenditures for the City.
2. City Council could choose to approve the carryover appropriation for only previously appropriated operating items. Staff recommends utilizing the carryover funds for both the previously appropriated operating items as well as the new operating and capital improvement projects noted in this memorandum to maximize the use of these funds in providing services to residents.

Background Information

City Council is requested to pass the attached Councillor's Bill on first reading appropriating the list of items proposed to be funded with FY 2007 carryover funds as described below, into the General, General Capital Improvement, Utility, Utility Reserve, Storm Drainage, Workers Compensation, General Capital Outlay Replacement, and POST Funds. The carryover appropriation takes place annually once the audit is substantially completed for the prior year.

PROPOSED RE-APPROPRIATION OF OPERATING ITEMS PREVIOUSLY APPROVED IN 2007

Certain items were budgeted and ordered in 2007 but were not received until 2008. In addition, certain services, authorized in 2007, were not fully performed by the end of the year. Under standard accounting procedures, these remaining funds must be re-appropriated in the new year to complete the desired purchase or service. Staff recommends the funds described below be re-appropriated in 2007.

GENERAL FUND:

City Manager's Office – Three items totaling \$20,000 as follows:

1. \$5,000 for Red Dot web software training for public information staff that was not available until January.
2. \$5,000 for marketing the new website redesign. The original project took longer than originally anticipated to implement and complete, and therefore these funds were not utilized in 2008 as originally anticipated. Staff is requesting these funds carry forward to assist with marketing of the redesign in 2009.
3. \$10,000 for the redesign of *City Edition*. This project was originally planned for 2007, however with the longer than anticipated redesign of the website, this project was delayed until fall 2008.

Central Charges – One item totaling \$5,000 for legal services for Barbara Banks' work on development agreements that were not completed in 2007. \$30,000 was originally approved by City Council in 2006 for Ms. Banks' work, and approximately \$3,200 remains on that original contract. This request would fund an additional \$1,800 for Ms. Banks' services. Ms. Banks is a respected real estate attorney who provides unique expertise on certain City development projects.

General Services – One item totaling \$20,000 to continue the recruitment and retention marketing project created as part of the succession management plan. In 2007, marketing companies submitted proposals to create a plan to help the City attract and retain technically competent individuals that embrace the organizational values of SPIRIT (Service-Pride-Integrity-Responsibility-Innovation-Teamwork). The project was initiated but continues into 2008.

Finance Department – Three items totaling \$6,635 as follows:

1. \$1,955 for office furniture ordered in 2007 but did not arrive prior to year-end. The items purchased include two chairs, one keyboard tray and one office bookshelf.
2. \$400 for the purchase of two security screens for the cashier's computers in the Treasury Division that were ordered in 2007 but not delivered prior to year end.
3. \$4,280 for printing and mailing of the 2008 monthly and quarterly sales tax return coupon books. They are typically printed and mailed every December; however the books did not get printed and mailed out until January of this year.

Police Department – One item totaling \$42,239 for the acquisition and installation of the Livescan Fingerprint Machine and all related software with palm reader and multi-tray printer for the Sex Offender Registration Unit and Liquor License Applicants. The Livescan fingerprint machine was ordered through Indentix but did not arrive prior to year end 2007. The acquisition of this equipment and associated software was possible due to a grant awarded in September 2007 by the Colorado Division of Criminal Justice under their Justice Assistance Grant (JAG) in the amount of \$83,037.

Community Development – Four items totaling \$73,050 as follows:

1. \$24,000 for work initiated with Development Research Partners in late December 2007 to prepare the first phase of the Economic Analysis of the City; the work was not completed prior to year end. This information will aid the City in growing our business community as well as provide data we can utilize during recruitment efforts.
2. \$20,000 for updating of the Economic Development portion of the City website. Work was postponed during 2007 until larger decisions about the redesign of the City's overall website were made. Staff is requesting these funds be carried forward so that the work can be accomplished during the remainder of 2008.
3. \$23,700 for updating of Economic Development marketing materials. Funds were incorporated into the 2007 budget for this effort but the project was unable to proceed until the research conducted by the Development Research Partners was complete.
4. \$5,350 for Shoenberg Farm Historic Preservation Projects. \$10,000 was carried over from 2006 into 2007 with last year's carryover appropriation. \$5,350 is the remaining funds from the original \$10,000 appropriation. These funds will cover the remaining costs associated with the Shoenberg Farm artist renderings and graphic design work on and printing costs of a marketing brochure. Both of these projects were started in 2007 but not completed prior to year end.

Parks, Recreation & Libraries – One item totaling \$11,423 in scholarship funds, received in 2007 from citizens and recreation program participants, for the Youth Sports Program. These funds are intended to supplement registration fees for individuals needing assistance. These funds will be available for scholarships in 2008.

UTILITY FUND

Information Technology – One item totaling \$6,247 for the purchase of a replacement color printer for the department. The printer (total cost \$9,096) was ordered in November and portions of it were delivered prior to year end but the majority of the unit was not delivered until January 2008. The amount requested for carryover reflects the balance of the unit delivered in 2008.

Public Works & Utilities – Two items totaling \$52,000 as follows:

1. \$35,000 for digester cleaning at the Big Dry Creek Wastewater Treatment Facility (BDCWWTF), which is a routine maintenance item. As part of the BDCWWTF expansion, four digesters were taken out of service for modification during 2007. The 2007 cleaning was coordinated to occur with this construction related activity. The modification of the digesters was rescheduled to the spring of 2008, thereby delaying the cleaning to the spring of 2008. Digester cleaning is an operational expense and therefore not included with the BDCWWTF renovation/expansion capital project budget.

2. \$17,000 for reconstruction of the retaining walls on the west side of the BDCWWTF Maintenance Building. This project was bid out in December 2006, but work was not completed due to concern that the walls might sustain additional damage during the BDCWWTF renovation/expansion construction-related activities. Rebuilding the retaining walls is not part of the renovation/expansion capital project; it will be rebuilt upon completion of the capital project, which is anticipated for August 2008.

WORKERS COMPENSATION FUND

The appropriations for the Workers Compensation Fund do not change with the proposed carryover appropriation, but two proposed expenditure items totaling \$25,000 are shown below for informational purposes:

1. \$20,000 to hire outside trainers for subject specific safety training for all employees. A request for proposals was issued in 2007 but the contract was signed in late 2007 and therefore Staff was unable to implement this program during 2007. Staff is requesting these funds be carried forward to allow the implementation of this program during 2008.

2. \$5,000 for temporary salaries to hire help in scanning claim documents into the City's Laserfische system (document imaging system). Work commenced during late 2007 on this project, but due to technical problems with the Laserfische hard drive, work was lost. These funds will allow the lost work to be scanned as well as catch up on current scanning needs.

PROPOSED APPROPRIATION OF NEW OPERATING ITEMS

Staff recommends utilizing some of the General, Utility, Storm Drainage and POST Funds' carryover moneys available to help address new spending needs. The items listed below are intended to be proactive measures to help minimize the impact on future budgets for needed items.

GENERAL FUND

City Council – One item totaling \$2,424 associated with the purchase Blackberry handheld units for six of the seven City Council members (the purchase cost totaled \$360 for six units). The remaining \$2,064 accounts for eight months' worth of cellular service to allow for real time data transfer for the six units.

City Manager's Office – Two items totaling \$12,000 as follows:

1. \$5,000 for the Graffiti eradication program roll-out. Public Information staff has been assisting the Police Department in the marketing materials associated with this program. Work commenced in 2007 but did not conclude prior to year end. This is considered a new request since funds for this project were not originally budgeted within the Public Information program budget; they reflect savings that are proposed to help promote this program.

2. \$7,000 for the development a new mailer for new residents. These funds will be utilized to cover the development and printing of a marketing piece as well as the postage costs associated with such a marketing effort.

Central Charges – Six items totaling \$447,000 as follows:

1. \$50,000 for General Leave Buyback. This program allows employees to receive payment for unused general leave up to 24 hours at a 75% rate. This program was an annual budgeted item eliminated in 2002 due to the City's tight financial status. This program helps reduce the City's unfunded liability of general leave at today's dollars instead of an increasing pay rate in the future. These dollars represent savings in the Central Charges 2007 operating budget. An additional \$30,000 is requested in the Utility Fund for this program (total = \$80,000).

2. \$100,000 for miscellaneous studies and projects unanticipated in 2008 (2008 was budgeted at \$87,500). These funds represent savings in Central Charges 2007 operating budget and are proposed to offset additional costs associated with special projects, economic development, redevelopment, and special studies that might arise per City Council and staff requests.

3. \$7,000 for audio-visual replacements for the Multipurpose Room. These funds would replace existing equipment in the Multipurpose Room while also providing some enhancements to allow for better presentations. Much of the current equipment is in need of replacement. This request would fund a replacement projector, new speakers and related amplification equipment, and potentially a new projection screen.

4. \$50,000 for legal services for work on development agreements anticipated in 2008. Staff has been working on negotiations for various land transactions and will need outside legal counsel assistance on these matters. These funds will allow for Staff to get the real estate legal expertise needed to complete these negotiations.

5. \$40,000 for City Hall security upgrades. After recent attacks around the country at various public meetings against elected officials, staff and the general public, the Police Department completed a review of security within City Hall. As a result of this review, several enhancements to door locks, signage, security cameras and the camera monitoring system are proposed.

6. \$200,000 for South Westminster Urban Renewal Area (URA). For 2008, it is anticipated that the cash available in South Westminster URA will not be sufficient to cover all of the obligations for the URA. Obligations include debt service, economic development agreement payments and interfund loan payments. In order to have sufficient cash to fulfill the above listed obligations for 2008, Staff proposes that the General Fund transfer these funds to the Westminster Economic Development Authority Fund for the South Westminster URA and assist with these obligations.

General Services – Two items totaling \$31,600 as follows:

1. \$18,000 for furniture replacement at the Municipal Court. These funds are proposed in addition to the \$25,000 previously appropriated by City Council with the 2008 Budget to allow for a full installation of new cubicle office space for the primary work area within the Municipal Court.

2. \$13,600 for the purchase of two (2) one-man lifts for use at City Park and the Municipal Service Center. Building Operations & Maintenance (BO&M) utilizes man-lifts on a daily basis to work 25-40 feet in the air. The Division currently has two lifts, one of which was deemed unsafe by the repair company. Staff researched the cost to repair the lift and found that it would cost as much as simply replacing the unit. BO&M currently has only one functioning lift, causing delays in processing work order requests in order to schedule the one lift accordingly. Staff is proposing to purchase two new lifts, locating one at City Park for use at City Park Recreation Center, City Park Fitness Center and the Parks Maintenance Facility. The second lift would be located at the Municipal Service Center for use in the Fleet Division and MSC operations building. The existing unit would be retained for use around the City, being transported between facilities as needed.

Fire Department – Two items totaling \$67,900 as follows:

1. \$54,000 for the department's overtime account. Due to a change in the way the City calculates and compensates overtime for firefighters, the cost for overtime is increasing. The change is due to the Fire Department changing the method used to calculate hours worked for overtime purposes. The Fire Department's methodology now conforms with City practice in all other departments. The change was enacted in January 2008.

2. \$13,900 for career development associated with unspent paramedic school tuitions and reference material costs. The Fire Department currently has one student enrolled within the paramedic program who began in December, but did not commence classes until January 2008. These funds would pay for the existing student plus allow funds for an additional training slot. It is anticipated that through various promotion processes an additional paramedic spot may open during 2008 and these funds would allow for the City to enroll the individual into paramedic school as soon as the opportunity permits.

UTILITY FUND

Central Charges – One item totaling \$30,000 for General Leave Buyback. Staff is recommending that a total of \$80,000 from carryover (\$50,000 from General Fund and \$30,000 from Utility Fund) be allocated to this program to reduce the City's liability of general leave at today's dollars instead of an increasing pay rate in the future. This amount is attributable to the Utility Fund.

STORM DRAINAGE FUND

General Services – One item totaling \$5,000 for funding of the 2008 household hazardous waste pickup program. These are savings from the General Services budget within the Storm Drainage Fund that were not utilized during 2007 that will assist in fully funding this ongoing program in 2008.

PARKS, OPEN SPACE & TRAILS (POST) FUND

Community Development – One item totaling \$734,737 for the purchase of open space land and construction of open space facilities. The majority of this amount reflects the open space funds that were unspent in 2007 on land purchases that will be available to purchase as open space in 2008.

Parks, Recreation and Libraries – One item totaling \$500,000 to provide additional funding for Westminster Center Park across from City Hall. This project was recently presented to City Council and Staff identified that there is significant additional funding need if the desired vision for the park is to be achieved. Combined with additional grant and other funding, Staff is optimistic that this will allow the park to move forward in a more timely manner. These funds are available from uncommitted 2007 POST carryover dollars.

UTILITY RESERVE FUND – WATER AND WASTEWATER

Staff proposes appropriating a total of \$1,942,327 to the Capital Project Reserve. Per Council's adopted Utility Reserve Fund policy, Staff proposes that an additional \$157,366 remain in the Operating Reserve Account. No additional funds are recommended to be added to the Rate Stabilization Reserve (RSR) Fund as the fund is exceeding the full funding requirement established by Council policy. Additional funds were intentionally added during 2007 as water and wastewater sales have been fluctuating significantly and Staff was and remains committed to assuming that the RSR can meet future demands.

1. Operating Reserve Account – This is a minimum unrestricted fund balance needed to accommodate the short-term cycles of revenues and expenses. Operating Reserves provide a "cushion" that can be used to cover cash balance fluctuations. Per the reserve fund policy, the required balance for operating reserve account for the Water fund is 45 days of operating expenses; the required balance for the Wastewater Fund is 30 days of operating expenses. This amounts to \$3,085,015 for the Water Fund and \$776,924 for the Wastewater Fund. Since these amounts represent a fund balance, actual appropriation of carryover into this account is not necessary.

2. Capital Project Reserve – This reserve is to establish a Capital Improvement Program capable of sustaining long-term utility capital requirements. The City established a capital reserve to accumulate funds in excess of near-term needs. This policy is intended to foster timely system reinvestment, while providing resources for periodic increases in outlays without undue rate burden. Staff recommends appropriating \$1,554,259 in carryover to the Capital Project Reserve in the Water Fund. Staff recommends appropriating \$388,068 to the Capital Project Reserve in the Wastewater Fund.

GOLF COURSE FUND

One item totaling \$39,971 for the Golf Course Fund. These moneys are one of the steps that Staff is proposing to help offset the \$334,230 inter-fund loan covering negative cash that the golf course fund had on 12/31/07 per the recently completed financial audit. Staff is proposing these funds to help pay off part of this debt. Staff proposes that carryover dollars from the General Capital Improvement Fund parks dedicated revenues, specifically Jefferson County attributable open space shares (\$37,019) and remaining park dedicated revenues (\$2,952), be transferred into the Golf Course Fund for this purpose.

PROPOSED APPROPRIATION FOR EXISTING OR NEW CAPITAL PROJECTS

Staff has completed a review of potential capital improvement projects for the balance of carryover funds. Staff is recommending that the following new or existing capital projects be appropriated as Capital Improvement Program (CIP) projects. Higher than anticipated revenues and better than anticipated expenditure savings in the General and General Capital Improvement Funds are proposed to be utilized for these projects.

GENERAL CAPITAL IMPROVEMENT FUND

A total of \$5,427,428 for capital projects is proposed to be appropriated into the General Capital Improvement Fund (GCIF) as follows:

1. \$1,000,000 for Westminster Mall Redevelopment. As City Council is aware, Staff is continuing efforts for redeveloping and reinvigorating the Westminster Mall. At City Council's recent Strategic Planning retreat, Council again identified the Westminster Mall Strategy as the top policy action for 2008 under the "Vibrant Neighborhoods and Commercial Areas" Strategic Plan goal. If approved, these funds would be added to the existing project fund to pay for redevelopment costs that will arise.
2. \$1,000,000 for Westminster Center Transit-Oriented Development (TOD). These funds will assist with the redevelopment projects and land acquisitions necessary to position this commuter rail station for approval by RTD to be built as a part of the Northwest Corridor Commuter Rail line. This is proposed as a new project.
3. \$1,000,000 for South Westminster Transit-Oriented Development (TOD). These funds will assist with the redevelopment projects and land acquisitions necessary to assist the forward movement of the FastTracks efforts for the RTD commuter rail station and the appropriate development of the surrounding area. This is proposed as a new project.
4. \$300,000 for the Street Rehabilitation Program. With the cost of asphalt materials continuing to escalate with oil prices, these funds will help address scheduled improvements to arterial streets. This project had \$500,000 appropriated with the Approved 2008 Budget. These funds will improve driving conditions on arterials while extending pavement life.
5. \$600,000 for the 80th Avenue bridge over US 36 proposed enhancements. \$284,566 is proposed from higher than anticipated Adams County road tax revenues and \$315,434 is proposed from Community Enhancement Program carryover resulting from higher than anticipated accommodations tax revenues. These funds are proposed to upgrade the standard plain bridge that CDOT installs with architectural enhancements similar to those installed on other recent bridges in the City.
6. \$250,000 for the City's anticipated FastTracks local match associated with RTD's commuter rail line through Westminster. While the total cost to the local jurisdictions remains unknown at this time, it is anticipated that the City of Westminster's share will be significant. The current projections are \$684.4 million for the total corridor construction cost. The local match is 2.5%, which will be approximately \$17.11 million for the entire US 36 corridor, of which each local jurisdiction will have some level of matching costs. Staff is recommending that we start putting funds aside for this purpose as the details of the split among the impacted jurisdictions are negotiated.
7. \$315,556 in additional funding for the new Salt Storage Facility to be located at the Big Dry Creek Wastewater Treatment Facility (BDCWWTF). The additional funding is needed because the project is underfunded. Staff originally underestimated project costs, and construction costs have escalated significantly since the project was first considered. Several years ago when the reclaimed plant was the preferred site for the facility, the project costs exceeded \$1.2 Million. Staff's diligence in evaluating alternative sites and moving the location to the BDCWWTF has resulted in lower estimated project costs and a more accessible facility for staff that includes fueling, restrooms and break areas. The revised total project cost is now \$860,000.

8. \$19,200 for the Tree Mitigation project. Funds for tree mitigation were deposited in October 2007 for a self storage facility being constructed. This project serves as a "holding account" for developer contributions toward landscaping requirements. These funds will be utilized throughout the city towards forestry projects – replacement and new tree plantings as needed. The tree mitigation money is being used to replace trees that have been removed from public grounds across the City.

9. \$33,334 for the Underground Utility Lines project. This project houses funds that are collected from private developers as "cash-in-lieu" payments for the underground relocation of overhead utilities adjacent to their sites. Xcel Energy will not perform undergrounding for short lengths of lines. In such cases, funds are collected from developers for future, longer projects.

10. \$83,322 for the Westminster Center Park located across from City Hall. The project as presented to City Council is underfunded. These funds are from higher than anticipated Adams County attributable share open space revenues and are proposed to help cover the cost of this significant park development.

11. \$401,016 of cash-in-lieu moneys for park acquisition and/or open space purchases. Staff is proposing that these funds be deposited into a new capital project that may be utilized for either park or open space acquisitions.

12. \$125,000 for the Promenade. This is a proposed new project to address various capital improvement needs throughout the Promenade that is owned and operated by the City. Improvements include repairs to the compass rose in front of the AMC theater, concrete and paver work throughout, painting and repairs, and updates to maps and signage.

13. \$300,000 for the Old Wadsworth/Big Dry Creek Trail Underpass project. Staff received the bids for this project and the lowest bid is significantly higher than anticipated. The total project cost is approximately \$3.972 million and the current budget is approximately \$3.8 million. Staff is requesting an additional \$300,000 be appropriated to this project to meet the minimum cost and allow for a small contingency of \$200,000.

CONSERVATION TRUST FUND

One item totaling \$219,165 for the City Park Recreation Center aquatics renovation/expansion project. The majority of this project has been funded through the voter approved 2007 POST bond issue. However, the total cost of the project, given today's construction environment, is approximately \$500,000 more than budgeted. The project is funded at \$3.5 million from the bond issue but with design and current construction costs, the total is estimated around \$4.0 million.

UTILITY FUND

Two items totaling \$750,000 as follows:

1. \$150,000 for replacement of the Cashier System. The existing cashier system was installed in the fall of 2000 and is becoming more and more problematic. A reliable system is extremely important given that roughly \$30 million is processed annually through two workstations. In mid-April, the system crashed and IT personnel spent approximately 200 hours rebuilding the system with the help of the software provider. Since then several other processing issues have arisen relative to credit card processing. The current cashier system will not be supported after 2010. Staff recommends that given the problems currently being experienced, it is in the City's best interest to implement a new system sooner rather than later. This project was originally included in the Amended 2008-2011 Capital Improvement Program for funding in 2009.

\$600,000 for the 94th/Quitman Lift Station elimination capital improvement project. The current project has an appropriated \$1.99 million budget (\$1.8 million remains). Negotiations with the Metropolitan Wastewater Reclamation District (METRO) have been slow causing a year's delay in this project resulting in increased costs. Staff remains in negotiations with METRO for removing the lift

station flows from the Metro District and a future financial settlement may be required; that potential cost is not included within these requested additional funds. The project consists of building an approximate

4,000 linear foot 15-inch sanitary sewer main from 94th Avenue and Quitman Street through the Hyland Hills Parks and Recreation District Golf Course to City Center Drive and Sheridan Boulevard. This project is necessary in order to eliminate the past and probable future mechanical and pump failures the lift station has experienced.

STORM DRAINAGE FUND

Three items totaling \$253,636 including:

1. \$150,000 for the Little Dry Creek Regional Detention project, which is located between Federal and Lowell on the south side of the BNSF railroad. This project will ultimately serve two purposes: the first is to create a regional detention area to help facilitate the re-development of the triangular area north of the BNSF railroad between Federal and Lowell Boulevards south of 72nd Avenue. The second is to create open space amenity for the neighborhood and the proposed train station that is located between Federal and Lowell Boulevards. Working with Urban Drainage and Flood Control District (UDFCD) allows the City to maximize city dollars with their matching funds; however, it is easier for them to finance projects on an annual basis without carrying over multi-year funding. Therefore, UDFCD and City Staff plan to hire an engineering consultant in late 2008 to prepare a phasing plan for construction that can be used over the next few years until the project is completed. Additional funds will be proposed within the 2009/2010 Capital Improvement Program budget.
2. \$80,000 for the Dry Creek Valley Ditch project. The City has received numerous complaints from citizens in the Countryside subdivision on 104th Drive west of Owens Street regarding constant water and an algae slick on the public sidewalk. Upon initial investigation it was determined the Dry Creek Valley Ditch was the source of this water. Staff has worked with an engineer to evaluate the existing drainage system and have determined the best option is to construct a secondary sub-drain system for the impacted homes. The initial cost estimate for this construction work is \$80,000.
3. \$23,636 for the Stormwater Utility Miscellaneous Capital Improvement Project Account. Staff utilizes this account to fund unanticipated studies and stormwater construction costs.

GENERAL CAPITAL OUTLAY REPLACEMENT FUND (GCORF)

Interest earnings of \$252,721 are proposed to be distributed as follows:

1. \$95,971 into the general vehicle purchase account. These funds will be added to the current balance within this account and be authorized for use by City Council at a future time when revenues impact the City's ability to fund replacement vehicles in a given year. These funds are for those vehicles that are non-public safety and serve operations in the General Fund.
2. \$154,450 into the public safety vehicle purchase account. These funds will be added to the current balance within this account and be authorized for use by City Council at a future time when revenues impact the City's ability to fund replacement vehicles in a given year. These funds are for those vehicles that are public safety and serve public safety operations in the General Fund.
3. \$2,300 into the PC replacement purchase account. These funds will be added to the current balance within this account and be authorized for use by City Council as PC replacement needs require. These funds are for all PCs citywide that contribute through the PC replacement fee on an annual basis.

REVENUE/EXPENDITURE DETAIL BY FUND

These appropriations will amend the General Fund revenue and expense accounts as follows:

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Carryover	1000.40020.0000	\$1,500,000	\$2,920,614	4,420,614
TRF Sales&Use Tax	1000.45000.0530	57,516,433	110,139	57,626,572
Total Change to Revenues			\$3,030,753	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Office Equipment	10012130.75200.0000	\$43,960	\$18,000	\$61,960
Professional Services	10010900.65100.0000	87,500	100,000	187,500
Supplies	10001010.70200.0000	6,100	360	6,460
Supplies	10015050.70200.0000	9,400	2,355	11,755
Telephone	10001010.66900.0000	100	2,064	2,164
Contract Services PIO	10005050.67800.0387	55,239	32,000	87,239
General Leave Buy Back	10010900.62400.0000	0	50,000	50,000
Other Equipment	10010900.76000.0000	0	7,000	7,000
Other Equipment	10012390.76000.0000	0	13,600	13,600
Prof Svcs – Legal Council	10010900.65100.0258	15,000	55,000	70,000
Transfer to WEDA	10010900.79800.0680	0	200,000	200,000
Contract Services	10012060.67800.0000	0	20,000	20,000
Contract Services	10030050.67800.0000	34,483	5,350	39,833
Contract Services	10030340.67800.0000	41,600	52,900	94,500
Printing	10015250.66600.0000	5,350	2,555	7,905
Printing	10030340.66600.0000	11,500	14,800	26,300
Postage	10015250.66700.0000	3,850	1,725	5,575
Other Equip – Tech Svcs	10020300.76000.0343	60,034	42,239	102,273
Salaries OT	10025260.60400.0000	177,212	54,000	231,212
Career Dev EMS	10025260.61800.0546	19,790	13,900	33,690
Spec Promo Youth Scholar	10050760.67600.0528	5,836	11,423	17,259
Transfer to GCIF	10010900.79800.0750	1,655,000	2,331,482	3,946,482
Total Change to Expenses			\$3,030,753	

These appropriations will amend the Utility Fund revenue and expense accounts as follows:

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Carryover	2000.40020.0000	\$0	\$1,725,506	1,725,506
Carryover	2100.40020.0000	0	<u>1,055,068</u>	1,055,068
Total Change to Revenues			<u>\$2,780,574</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Office Equipment	20060230.75200.0000	\$10,700	\$6,247	\$16,947
General Leave Buy-Back	20010900.62400.0000	0	15,000	15,000
Transfer to Utility Reserve	20010900.79800.0205	0	1,554,259	1,554,259
Cashiering System	80820015828.80400.8888	0	150,000	150,000
General Leave Buy Back	21010900.62400.0000	0	15,000	15,000
Contract Services	21035490.67800.0000	49,098	35,000	84,098
Transfer to Utility Reserve	21010900.79800.0205	0	388,068	388,068
Maint/Repair Infrastructure	21035490.66200.0000	48,800	17,000	65,800
94 th Ave/Quitman Lift Station	80721035751.80400.8888	1,795,001	<u>600,000</u>	2,395,001
Total Change to Expenses			<u>\$2,780,574</u>	

These appropriations will amend the Storm Drainage Fund revenue and expense accounts as follows:

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Carryover	2500.40020.0000	\$0	<u>\$258,636</u>	\$258,636
Total Change to Revenues			<u>\$258,636</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Profess Svcs – Enviro Svcs	25012050.65100.0552	\$91,860	\$5,000	\$96,800
LDC Reg Detention	80825030829.80400.8888	0	150,000	150,000
Countryside Improvements	80825030830.80400.8888	0	80,000	80,000
Misc Storm Drain Improv	80125030082.80400.8888	66,992	<u>23,636</u>	90,628
Total Change to Expenses			<u>\$258,636</u>	

These appropriations will amend the General Capital Outlay Replacement Fund revenue and expense accounts as follows:

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Carryover	4500.40020.0000	\$0	<u>\$252,721</u>	\$252,721
Total Change to Revenues			<u>\$252,721</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Capital Outlay General	80645010900.80400.8888	\$1,231,316	<u>\$95,971</u>	\$1,327,287
Capital Outlay PST	80645010911.80400.8888	1,914,391	154,450	2,068,841
PC Replace Outlay	80645010921.80400.8888	27,314	<u>2,300</u>	29,614
Total Change to Expenses			<u>\$252,721</u>	

These appropriations will amend the Sales & Use Tax Fund revenue and expense accounts as follows:

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Carryover	5300.40020.0000	\$0	<u>\$1,128,778</u>	\$1,128,778
Carryover PST	5300.40020.0911	0	<u>110,139</u>	110,139
Total Change to Revenues			<u>\$1,238,917</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Transfers General	53010900.79800.0100	\$57,516,433	<u>\$110,139</u>	\$57,626,572
Transfers GCIF	53010900.79800.0750	750,000	<u>1,128,778</u>	1,878,778
Total Change to Expenses			<u>\$1,238,917</u>	

These appropriations will amend the Parks Open Space and Trails (POST) Fund revenue and expense accounts as follows:

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Carryover	5400.40020.0000	\$0	<u>\$1,234,737</u>	\$1,234,737
Total Change to Revenues			<u>\$1,234,737</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Land Purchases	54010900.76600.0000	\$184,466	\$734,737	\$1,419,203
Transfer to GCIF	54010900.79800.0750	709,000	500,000	1,209,000
Total Change to Expenses			<u>\$1,234,737</u>	

These appropriations will amend the Conservation Trust Fund revenue and expense accounts as follows:

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Carryover	5500.40020.0000	\$0	<u>\$219,165</u>	\$219,165
Total Change to Revenues			<u>\$219,165</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
CP Aquatic Enhancement	80855050753.80400.8888	\$0	<u>\$219,165</u>	\$219,165
Total Change to Expenses			<u>\$219,165</u>	

These appropriations will amend the General Capital Improvement Fund revenue and expense accounts as follows:

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Carryover	7500.40020.0000	\$0	\$1,207,396	\$1,207,396
Carryover	7501.40020.0000	0	839,743	839,743
TRF Sales&Use Tax	7500.45000.0530	0	1,128,778	1,128,788
TRF General	7500.45000.0100	1,500,000	2,331,482	3,831,482
TRF Open Space	7500.45000.0100	709,000	<u>500,000</u>	1209,000
Total Change to Revenues			<u>\$6,007,399</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Transfer to Heritage Golf	75010900.79800.0230	\$0	\$39,971	\$39,971
City Center Redevelop	80675005040.80400.8888	6,004,706	1,000,000	7,004,706
Westminster Center TOD	80875005821.80400.8888	0	1,000,000	1,000,000
Street Rehab Program	80875035822.80400.8888	0	300,000	300,000

South Westminster TOD	80875030823.80400.8888	0	1,000,000	1,000,000
BDC Trail Old Wadsworth	80575030421.80400.8888	2,988,091	300,000	3,288,091
Cash-in-lieu Project	80875030824.80400.8888	0	401,016	401,016
Promenade Improvements	80875050825.80400.8888	0	125,000	125,000
CE-Bridges	80175050344.80400.8888	150,723	315,434	466,157
80 th Ave Bridge/US 36 (ADCO RD)	80875050826.80400.8888	0	284,566	284,566
FasTracks Local Match	80875030827.80400.8888	0	250,000	250,000
Salt Storage	80175035105.80400.8888	336,733	315,556	652,289
Underground Utility Line	80175030187.80400.8888	122,672	33,334	156,006
Tree Mitigation	80575050425.80400.8888	0	19,200	19,200
City Hall Security Upgd	80875012831.80400.8888	0	40,000	40,000
Westy Ctr Park (ADCO OS)	80875050792.80400.8888	0	583,322	583,322
Total Change to Expenses			<u>\$6,007,399</u>	

The appropriations for the Workers Compensation Self Insurance Fund do not change with the appropriation, however, the revenue and expense accounts changed are show below for informational purposes:

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Carryover	4800.40020.0000	\$0	<u>\$25,000</u>	<u>\$25,000</u>
Total Change to Revenues			<u>\$25,000</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Prof Svcs	48010900.65100.0000	\$20,000	\$20,000	\$40,000
Salaries Temp	48010900.60600.0000	\$0	<u>5,000</u>	<u>5,000</u>
Total Change to Expenses			<u>\$25,000</u>	

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **29**

SERIES OF 2008

INTRODUCED BY COUNCILLORS

A BILL

**FOR AN ORDINANCE INCREASING THE 2008 BUDGET OF THE GENERAL, UTILITY,
STORM DRAINAGE, GENERAL CAPITAL OUTLAY REPLACEMENT, SALES & USE TAX,
PARKS OPEN SPACE AND TRAILS, CONSERVATION TRUST, AND GENERAL CAPITAL
IMPROVEMENT FUND AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM
THE 2008 ESTIMATED REVENUES IN THIS FUND**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2008 appropriation for the General, Utility, Storm Drainage, General Capital Outlay Replacement, Sales & Use Tax, Parks Open Space and Trails, Conservation Trust, and General Capital Improvement Fund, initially appropriated by Ordinance No. 3316 is hereby increased by \$14,482,902. This appropriation is due to the appropriation of 2007 carryover.

Section 2. The \$14,482,902 increase in the General, Utility, Storm Drainage, General Capital Outlay Replacement, Sales & Use Tax, Parks Open Space and Trails, Conservation Trust, and General Capital Improvement Fund shall be allocated to City revenue and expense accounts as described in the City Council Agenda Item 10B dated July 28, 2008 (a copy of which may be obtained from the City Clerk) increasing City fund budgets as follows:

General Fund	\$3,030,753
Utility Fund	2,780,574
Storm Drainage Fund	258,636
General Capital Outlay Replacement Fund	252,721
Sales & Use Tax Fund	1,238,917
Parks Open Space and Trails Fund	1,234,737
Conservation Trust Fund	219,165
General Capital Improvement	<u>6,007,399</u>
Total	<u>\$15,022,902</u>

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

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 28th day of July, 2008.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 11th day of August, 2008.

ATTEST:

Mayor



Agenda Item 10 C

W E S T M I N S T E R
C O L O R A D O

Agenda Memorandum

City Council Meeting
July 28, 2008



SUBJECT: Councillor's Bill No. 30 re Big Dry Creek Trail at Wadsworth Boulevard Project
Supplemental Appropriation and Construction Contract

Prepared By: David W. Loseman, Senior Projects Engineer

Recommended City Council Action

Pass Councillor's Bill No. 30 on first reading appropriating \$744,800 to the Old Wadsworth Big Dry Creek Trail project to advance the federal share for design and construction costs; authorize the City Manager to execute an agreement with the low bidder, Structures, Inc., in the amount of \$3,998,304.68 for the construction of this project and authorize a construction contingency in the amount of \$190,000. In addition, authorize the payment of \$125,000 from the appropriate Utility Fund Capital Improvement account to pay for the installation of the water lines and sewer lines; authorize the transfer of \$101,499 from the "99th Avenue: Wadsworth to Railroad" project account in the General Capital Improvement Fund; and authorize the transfer of \$130,426 from the "Big Dry Creek Trail/Jeffco" account in the General Capital Improvement Fund, the final two accounts to pay for a portion of the trail elements of the project.

Summary Statement:

- This federal-aid trail project includes the construction of approximately 1,100 feet of trail, 1,600 feet of Wadsworth Boulevard between 98th Avenue and 99th Place, a new bridge over Big Dry Creek to accommodate the grade-separated trail under Wadsworth Boulevard and related utility work.
- Approximately half of the project costs are funded by the "ready-set-go" enhancement pool program administered by the Colorado Department of Transportation (CDOT) on behalf of the Denver Regional Council of Governments (DRCOG) and the federal government. The federal government's contribution towards this project is \$2,144,800. A supplemental appropriation of \$1,400,000 was approved by Council on May 14, 2007. Approval of the attached Councillor's Bill appropriating the remainder of the federal share of \$744,800 is requested. These appropriations are not an increase in the project budget but are necessary until the City is reimbursed by CDOT for the federal share of the project costs. The City is responsible for any costs exceeding the federal share of the project costs.
- The City's budget portion will also be supplemented by a \$300,000 appropriation from the 2007 carryover, if authorized by Council on second reading on August 11th. Since these funds may not become available until August, Council's approval of the contract with Structures, Inc. is contingent on the approval of this carryover appropriation. If Council chooses not to approve this appropriation, Staff would need to eliminate some portion of the project to reduce the cost. Staff recommends awarding the project to Structures, Inc. but not executing the actual contract until Council's August 11th second reading on the 2007 carryover.
- The "Requests for Bids" for the construction of this project were advertised in the Daily Journal for three weeks and bids were opened on July 10. Six bids were received and opened and the lowest bidder is Structures, Inc. with a bid of \$3,998,304.68.
- Staff has reviewed the bids and recommends awarding this contract to Structures, Inc. in the amount of \$3,998,304.68. A \$190,000 contingency is also recommended.

Expenditure Required: \$ 4,188,304.68

Source of Funds: \$4,063,304.68 General Capital Improvement Fund
 \$125,000 Utility Fund Capital Improvement Fund

Policy Issue

Should the City proceed with the construction of the Old Wadsworth Big Dry Creek Trail Project?

Alternative

An alternative includes postponing or abandoning the construction of this project. Given the amount of Federal participation in this project of \$2,144,800, which would be lost if the City doesn't proceed with this project, this alternative is not recommended.

Background Information

The Big Dry Creek Trail at Wadsworth Boulevard Project is an important link in the Big Dry Creek trail system. The current trail crossing of Wadsworth Boulevard is the only location where the Big Dry Creek Trail crosses a major street at-grade rather than through an underpass. The major element of this project will be the construction of a new bridge on Wadsworth Boulevard to provide the necessary vertical clearance for the trail to pass under the street and to also accommodate the flow of 100-year storm waters under the bridge to prevent the flooding of any structures in the area. To meet these requirements, the roadway will need to be raised approximately nine feet above its current elevation at Big Dry Creek. Wadsworth Boulevard will be reconstructed from approximately 99th Place to a point south of 98th Avenue. The new section of trail installed as part of this project will tie into the existing trail on the east side of Wadsworth Boulevard and 99th Avenue to the west. The 99th Avenue roadway is currently used as the Big Dry Creek Trail in this vicinity. A potential separate project will later provide a detached trail along 99th Avenue between the limits of this project and the railroad underpass to the west.

In October 2003, the City of Westminster prepared an application to the Denver Regional Council of Governments (DRCOG) requesting funds in the 2005-2010 Transportation Improvement Program (TIP). The City was awarded Federal funds in the amount of \$2,144,800 under the condition that a local match of at least \$2,145,000 would be provided. On July 25, 2005, Council appropriated \$350,000 from the 2004 carryover to partially fund this project. CDOT agreed to allow the City to use this amount as a partial local match until 2008 when the City budgeted the remaining local match of \$1,795,000. Under this arrangement, the federal funding available in 2006 was \$1,400,000 and the remaining federal funds of \$744,800 became available on June 9 when Council approved the amended Intergovernmental Agreement with the Colorado Department of Transportation to secure these additional federal funds. The total budget for this project in 2006 was \$1,750,000 (\$350,000 local and \$1,400,000 federal) which was used to design the project and acquire right-of-way in preparation for construction in 2008. The supplemental appropriation of \$1,400,000 that was approved by Council on May 14, 2007 was needed to pay for the design and construction of the project until the federal funds could be reimbursed. Approval of the attached Councillor's Bill is necessary to appropriate the remaining federal share of the project costs. This appropriation will amend the General Capital Improvement Fund revenue and expense accounts as follows:

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Grants Fed T-21	7500.40610.0019	\$0	<u>\$744,800</u>	\$744,800
Total Change to Revenues			<u>\$744,800</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
BDC Trail Old Wadsworth	80575030421.80400.8888	\$2,988,091	<u>\$744,800</u>	\$3,732,891
Total Change to Expenses			<u>\$744,800</u>	

The following chart outlines the City's total cost obligation for this project:

<u>ITEM</u>	<u>COST</u>
Design cost	\$ 496,852
Right-of-Way costs	\$ 86,159
Construction engineering costs.	\$ 248,530
Utility relocation costs – XCEL Energy	\$ 92,779
Construction costs	\$4,047,933
Contingency	\$ 190,000
Total anticipated project costs	\$5,162,253
Federal share of project costs	\$2,144,800
City's anticipated total cost share of project	\$3,017,453

Design is complete and the project was advertised for construction. Construction is anticipated to begin in August 2008 and be completed in the fall of 2009. Requests for bids for the construction of this project were advertised in The Daily Journal for three weeks and bids were opened on July 10. Six contractors submitted bids and the bid results are as follows:

<u>Contractor</u>	<u>Submitted Bid</u>
Structures, Inc.	\$3,998,304.68
Jalisco International, Inc.	\$4,188,859.56
Duran Excavating, Inc.	\$4,214,390.00
Scott Contracting, Inc.	\$4,373,973.60
Concrete Express of Colorado, Inc.	\$4,608,519.00
Tarco, Inc.	\$4,718,870.20
Engineer's Estimate	\$3,691,130.00

Staff and J.F. SATO, the City's engineering consultant, have reviewed the results of the bidding procedure and recommend that the low bidder, Structures, Inc., be awarded the contract for construction in the amount of \$3,998,304.68, which is the sum of their bid amount plus the required force account items. Neither Staff nor J.F. SATO have worked with Structures, Inc. before, however, they are pre-qualified with the Colorado Department of Transportation and have enough bonding capacity and, therefore, Staff and J.F. SATO believe that this company is very capable of constructing this type of project. The contingency amount of \$190,000 is just under 5% of the cost of construction, and Staff believes that this is adequate "insurance" for a project of this size and complexity.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

BY AUTHORITY

ORDINANCE NO.
SERIES OF 2008

COUNCILLOR'S BILL NO. **30**
INTRODUCED BY COUNCILLORS

**A BILL
FOR AN ORDINANCE AMENDING THE 2008 BUDGET OF THE GENERAL CAPITAL
IMPROVEMENT FUND AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM
THE 2008 ESTIMATED REVENUES IN THE FUNDS**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2008 appropriation for the General Capital Improvement Fund initially appropriated by Ordinance No. 3316 is hereby increased by \$744,800. This increase is due to the appropriation of a Denver Regional Council of Governments (DRCOG), Federal aid, Transportation Improvement Project, Enhancement Pool grant for design and construction costs necessary for the Old Wadsworth Big Dry Creek Trail Project.

Section 2. The \$744,800 increase shall be allocated to City Revenue and Expense accounts as described in the City Council Agenda Item 10C, dated July 28, 2008 (a copy of which may be obtained from the City Clerk) increasing City fund budgets as follows:

General Capital Improvement Fund	\$744,800
Total	<u>\$744,800</u>

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

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 28th day of July, 2008.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 11th day of August, 2008

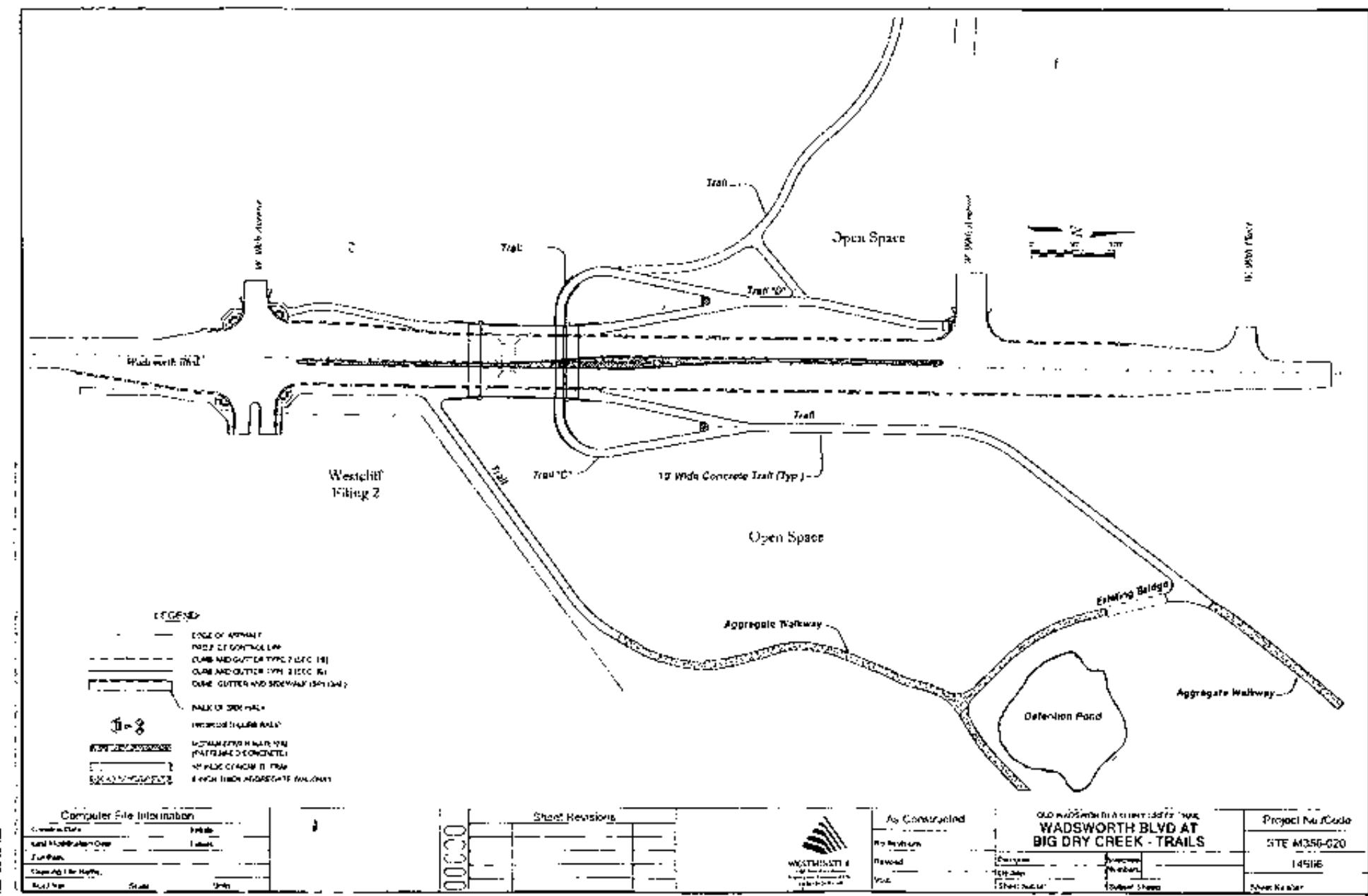
ATTEST:

Mayor

APPROVED AS TO LEGAL FORM

City Clerk

City Attorney's Office





Agenda Item 10 D

W E S T M I N S T E R
C O L O R A D O

Agenda Memorandum

City Council Meeting
July 28, 2008



SUBJECT: Resolution No. 40 re Sale of City Property along Walnut Creek Trail to the Church Ranch Hotel Company I, LLC for the Hyatt Place Hotel and Marriott Full Service Hotel

Prepared By: Heather Cronenberg, Open Space Coordinator

Recommended City Council Action

Adopt Resolution No. 40 authorizing the City Manager to execute an agreement for the sale of approximately 0.71 acres to the Church Ranch Hotel Company I, LLC, to execute closing documents for the transaction and authorize the proceeds of the sale to be deposited in the Parks, Open Space, and Trails Fund (POST).

Summary Statement

- Staff is proposing to sell approximately 0.71 acres of open space land along the Walnut Creek Trail, near 103rd Avenue and Church Ranch Boulevard, to the Church Ranch Hotel Company I, LLC, for the proposed Marriott Full Service Hotel and Hyatt Place Hotel. The sale of this property will provide a landscaped buffer between the trail and the parking lot serving the hotels. This is an area that is visible from both Church Ranch Boulevard and US36. This will also provide a visually appealing buffer to the Walnut Creek Trail.
- The deed and Official Development Plan for the two hotels will restrict any development on the property, and will also require that it remains landscaped into the future.
- The sale of the property will be dependent on the approval of the Second Amendment to the Official Development Plan for the Church Ranch Home Place Filing No. 9.
- The Etkin Johnson Group has agreed to purchase the property for \$100,000, which exceeds the appraised value. These funds will enable Staff to purchase other higher priority open space parcels throughout the City.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

Does City Council approve the sale of 0.71 acres of open space to the Church Ranch Hotel Company I, LLC for the Hyatt Place and Marriott Full Service Hotels?

Alternative

City Council could choose not to authorize the sale of open space to the Church Ranch Hotel Company I, LLC. This is not recommended because the City believes having this area landscaped will provide a visually appealing buffer to the development. The deed and the Official Development Plan will restrict any development on the property in the future, and require that it remain strictly landscaping. Additionally, the funds from this sale will enable the City to purchase other higher priority open space parcels.

Background Information

The Etkin Johnson Group submitted a development proposal to the City in September, 2007 for Hyatt Place and Marriott full service hotels at 103rd Avenue and Church Ranch Boulevard. City Staff would like to see the developer landscape the back of the hotels because this area is visible from Church Ranch Boulevard, US 36, and Walnut Creek Trail. Staff suggested that the City sell the strip of land south of Walnut Creek Trail to Etkin Johnson for this purpose.

With the approval of the Official Development Plan, the City will require that the parcel be landscaped, and will also prohibit any development on it. Additionally, development restrictions will be included in the deed. The parcel was acquired by the City in October 1992, as part of a larger donation from the Home Place Land and Cattle Company, Inc., which developed the Church Ranch Corporate Center. This parcel lies between the edge of sidewalk and a fence and was regarded as part of the channelization of Walnut Creek by the developer in 1990. It currently consists of native grasses planted after the grading project was completed. As future development will be restricted on the parcel, it will remain greenspace into the future, and will have a positive visual impact on the Walnut Creek Trail Corridor, without the requirement of City maintenance responsibility.

The City and the Etkin Johnson Group hired an appraiser to appraise the property in December, 2007. The appraisal valued the 0.71 acre property at \$20,000 under the assumption that the property at would be restricted as open space. The City negotiated a purchase price of \$100,000 (\$3.23/sq. ft.) for the property, which recognizes its value as an addition to the adjacent commercial development. The Church Ranch Hotel Company I, LLC will be the purchaser of the property. This company is managed by Bruce Etkin of the Etkin Johnson Group. By allowing the hotels to purchase and maintain this parcel of land, Open Space Staff will be able to purchase higher priority open space areas throughout the City.

Because this property is being sold with use restrictions to ensure that it remains greenspace, Staff believes that an open bid process is not appropriate as there would be no other potential buyers.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

- Vicinity Map
- Resolution

RESOLUTION

RESOLUTION NO. 40

INTRODUCED BY COUNCILLORS

SERIES OF 2008

**A RESOLUTION
AUTHORIZING THE SALE OF THE APPROXIMATELY 0.7 ACRE CITY PROPERTY AT
103rd AVENUE & CHURCH RANCH BOULEVARD**

WHEREAS, the City of Westminster has negotiated with the Etkin Johnson Group to sell one parcel equaling approximately 0.71 acres at 103rd Avenue and Church Ranch Boulevard (the "Property") for \$100,000. The Church Ranch Hotel Company I, LLC will be the purchaser of this parcel.

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

1. The City Council hereby authorizes the sale of the Property for \$100,000.
2. The City Manager is hereby authorized to sell such Property interests consistent with applicable law, including the execution of all documents necessary to complete these sales.
3. The City Manager shall be further authorized to incur reasonable costs associated with selling the properties in question, including, without limitations, contractual services, the cost of title examination, title insurance, appraisal fee payments mandated by statute, normal closing costs, filings fees and charges and all other related or incidental costs or expenses customarily associated with the acquisition of Property.
4. This Resolution to be in full force and effect from and after its passage and approval.

PASSED AND ADOPTED this 28th day of July, 2008.

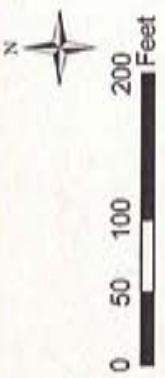
ATTEST:

Mayor Nancy McNally

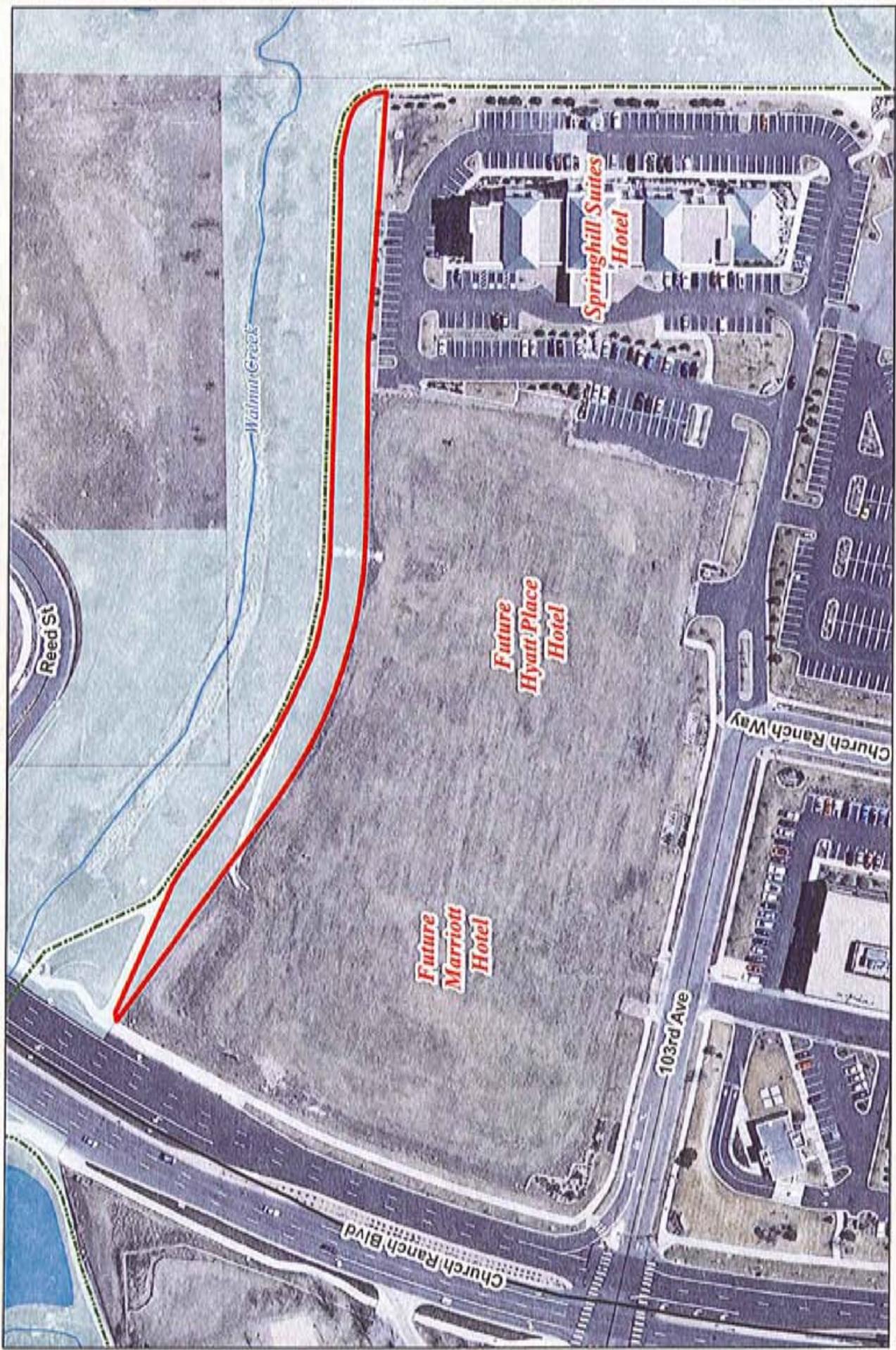
APPROVED AS TO LEGAL FORM:

Linda Yeager, City Clerk

City Attorney's Office



Walnut Creek Hotels Proposed Sale of City Property



- Proposed Sale Parcel
- Trails
- Open Space
- Streams
- Water Bodies



Agenda Item 10 E

W E S T M I N S T E R
C O L O R A D O

Agenda Memorandum

City Council Meeting
July 28, 2008



SUBJECT: Resolution No. 41 re 2008 Great Outdoors Colorado Grant Application

Prepared By: Kathy Piper, Landscape Architect II
Rich Dahl, Parks Services Manager

Recommended City Council Action

Adopt Resolution No. 41 authorizing the Department of Parks, Recreation and Libraries to apply for a grant with Great Outdoors Colorado (GOCO) during the fall 2008 cycle for the development of Westminster Center Park.

Summary Statement

- The Department of Parks, Recreation and Libraries wishes to pursue a grant from Great Outdoors Colorado for funding assistance with Westminster Center Park.
- Staff recommends requesting the maximum grant amount of \$200,000 from Great Outdoors Colorado to increase the Westminster Center Park CIP budget of \$1.4 million for development of this 9.5-acre park site to include a plaza with a water feature, amphitheater shelter, playground, plumbed restroom, walking paths, parking and landscaping.
- Initial cost estimates for this project exceed the budgeted amount approved by City Council. Therefore, Staff will review several options for development of this park including several phases and additional grant requests from Adams County Open Space and the Department of Local Affairs.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

Should the City attempt to seek assistance for the development of the City Center Park project by pursuing grant monies from the Great Outdoors Colorado Grant Program?

Alternative

Council could choose not to pursue additional funding for Westminster Center Park and proceed with the CIP project budget of \$1.4 million. Staff recommends attempting to secure additional funding for these projects through this grant opportunity to allow for an additional component(s) to be added to the park.

Background Information

The Department of Parks, Recreation and Libraries has been successful in applying for and receiving grants from a variety of sources in the past. The City has received grant money from Great Outdoors Colorado for park development projects, with Sensory Park being the last project awarded GOCO funding. The GOCO grant is limited to a maximum of \$200,000 for any type of request regarding new park construction. Applicants will be given notice of award on December 16, 2008. No work can start until grants are awarded. Staff strongly believes that any additional funding received will help facilitate development of Westminster Center Park.

This request for grant funds from GOCO along with the Westminster Centre park development project support City Council's Strategic Plan goals of "Financially Sustainable City Government Providing Exceptional Services" and "Beautiful and Environmentally Sensitive City."

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

RESOLUTION

RESOLUTION NO. 41

INTRODUCED BY COUNCILLORS

SERIES OF 2008

GRANT REQUEST FOR THE 2008 GREAT OUTDOORS COLORADO GRANT PROGRAM

WHEREAS, the State of Colorado has established a local government grant application process to assist municipalities and special districts within the State with the development of recreation capital improvements and open space acquisition; and

WHEREAS, the City of Westminster has budgeted for improvements for Westminster Center Park; and

WHEREAS, grant money received from Great Outdoor Colorado would significantly enhance the improvements for the Westminster Center Park.

NOW, THEREFORE, the Westminster City Council hereby resolves that City of Westminster Staff submit a grant application to the Great Outdoors Colorado Grant program for the fall funding cycle of 2008, requesting funding in the amount of \$200,000 to enhance the development of Westminster Center Park.

PASSED AND ADOPTED this 28th day of July, 2008.

Mayor

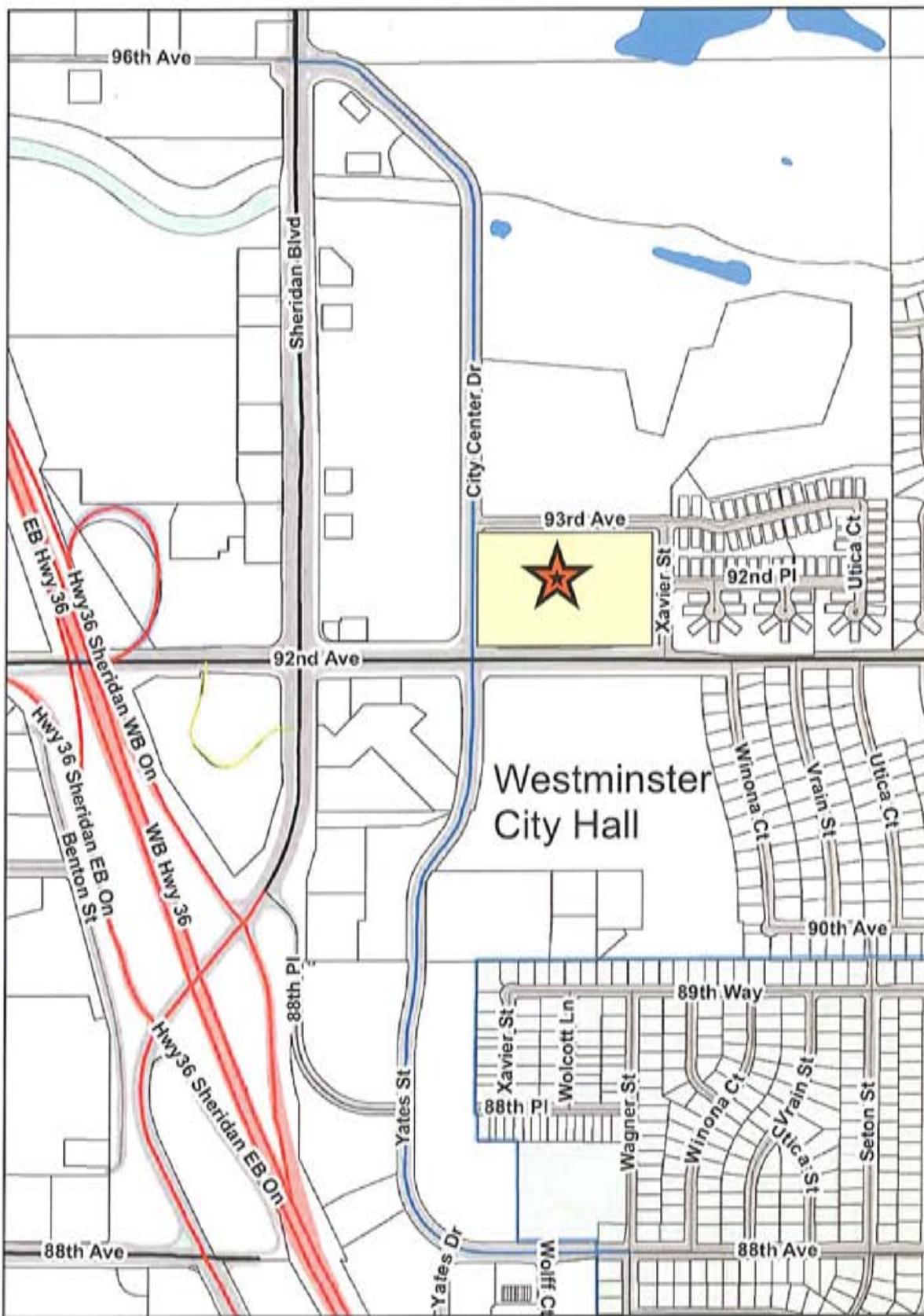
ATTEST:

APPROVED AS TO LEGAL FORM:

City Clerk

City Attorney

Westminster Center Park



Not to Scale



Indicates proposed site

