



## 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)

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. Underwriting Consulting Services
  - B. Amended IGA with the UDFCD and Broomfield for City Park Channel Design and Construction
  - C. Median and Bluegrass Maintenance, Right-of-Way Spraying and Mowing, Contracts Contingency Funding
  - D. Reclaimed Water Improvements Project and Reclaimed System Improvement Account Budget Transfer
  - E. Election Services Intergovernmental Agreements with Adams and Jefferson Counties
  - F. Second Reading of Councillor's Bill 20 re Annexing the Teeples Property Open Space
  - G. Second Reading of Councillor's Bill 21 re CLUP Amendment for the Teeples Property Open Space
  - H. Second Reading of Councillor's Bill 22 re Rezone of the Teeples Property Open Space from R-1 to Open District
9. Appointments and Resignations
10. Public Hearings and Other New Business
  - A. Resolution No. 37 re Policy for a New General Fund Stabilization Reserve
  - B. Councillor's Bill No. 23 re FY 2008 Carryover Appropriation into FY 2009
  - C. Councillor's Bill No. 24 re 2009 Community Development Block Grant Fund Appropriation
  - D. Lowell Blvd Streetscape Improvements, 77<sup>th</sup> Ave. to US 36 – Construction Contracts and Expenditures
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 27, 2009 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, Scott Major, 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.

CONSIDERATION OF MINUTES

Councillor Major moved, seconded by Dittman, to approve the minutes of the regular meeting of July 13, 2009, as distributed. The motion passed unanimously.

CITY MANAGER'S REPORT

Mr. McFall noted that Item 10 E on the agenda was a resolution supporting the continued operation of the Harris Park Post Office, which was on a potential closure list to cut costs. Staff believed that the continued operation of this facility was of significant importance to the continued revitalization of South Westminster. If Council concurred and adopted the proposed resolution, not only would a copy of the resolution be mailed to the officials proposing the closure, but also information would be listed on the City's website so that interested citizens of like mind and concern also could write to register support of post office's continued operation in South Westminster. A decision would be made in October.

At the conclusion of this Council meeting, the Westminster Economic Development Authority would meet.

CITY COUNCIL COMMENTS

Councillor Kaiser reported that he, Councillor Lindsey, and the Mayor had attended the Hmong National Recognition Day celebration. Members of the Hmong community had been gracious hosts. Their ability to integrate as proud Americans while embracing their culture was impressive.

Councillor Lindsey reported that she had wrapped trees with many other Open Space Volunteers on Saturday, July 25. The event was well organized and much was accomplished. It was amazing to see how many people volunteered to maintain the City's open space and trails, and she was most appreciative. Additionally, she had made two business appreciation visits recently. Business owners were always so pleased that the City took interest in their businesses and sought out their input. The Trimble Company in Westmoor Park had invited the Council to use their facility for a future Mayor/Council Breakfast.

Mayor McNally reported having made a whirlwind trip to Washington, DC with the US 36 Coalition to meet with the Undersecretary of Transportation and lobby for a substantial TIGER grant that would be submitted September 15. The Undersecretary had spent a good deal of time with the group and provided valuable insight and suggestions. If awarded, the grant would be used to improve US 36 by building HOV lanes in both directions between Denver and Boulder. It was hoped that other grant commitments and FasTracks funding could be leveraged as the local match to accept the TIGER grant.

EMPLOYEE SERVICE AWARDS

Councillor Winter presented a certificate and pin for 20 years of service to Lonnie Henderson. Mayor McNally presented a certificate, pin, and monetary stipend for 25 years of service to Barb Dolan. Mayor Pro Tem Dittman presented certificates and pins for 30 years of service to Andy Mead and Judge John Stipech.

### CITIZEN COMMUNICATION

Shirley Perrault, 7841 Raleigh Street, asked Council to consider amending the Westminster Municipal Code to allow backyard chickens in the City. Chickens provided fresh eggs, natural fertilizer, and kept the insect population in balance. There were ways to keep the smell down and unlike dogs, chickens made a soothing sound during the night. Donald Avsec, Ms. Perrault's neighbor, supported her request and concurred with her comments. Responding to a question from Ms. Perrault, Mr. McFall explained that the process of considering an amendment to the City Code had been initiated by her request.

### CONSENT AGENDA

The following items were submitted for Council's consideration on the consent agenda: accept the June 2009 Financial Report; authorize the Department of Community Development to pursue two grants with Adams County Open Space during the 2009 fall cycle for the acquisition of the Savory Farm Estates property located at 10900 Federal Boulevard and the Hawn-Hewitt parcel located at the northeast corner of 104<sup>th</sup> Avenue and Sheridan Boulevard for open space; based on the City Manager's recommendation, find that the public interest would best be served by awarding the asbestos abatement at the Doulos Ministries open space to Smith Environmental and Engineering as the sole source of the work, authorize the City Manager to award and execute the contract accordingly, and authorize a project budget in the amount of \$58,943 and a 10% contingency for a total project budget of \$64,837; authorize the City Manager to execute a \$132,300 contract with DeJohn Housemoving, Inc. for the removal and reuse of the buildings and demolition of remaining improvements at the Doulos Ministries open space property, and authorize a 10% contingency for a total project budget of \$145,530; authorize the purchase for open space of a 2.85-acre parcel located at 7010 Lowell Boulevard for \$350,000 plus closing costs not to exceed \$5,000, along with a First Right of Offer on the remainder of the property, and authorize the City Manager to execute all documents required to close on the purchase of the property; authorize the purchase for open space of a 8.1-acre parcel located at 10900 Federal Boulevard for \$1,100,000, and authorize the City Manager to execute all documents required to close on the purchase of the property; and final passage of Councillor's Bill No. 19 providing for a supplemental appropriation to the 2009 budget of the General Fund for purchase of a park bench in the City Hall Plaza to assist elderly and handicapped individuals.

Mayor McNally asked if Councillors wished to remove any items from the consent agenda for discussion purposes or separate vote. There was no request. Councillor Briggs moved to approve the consent agenda as amended. The motion was seconded by Councillor Major and passed unanimously.

### PUBLIC HEARING FOR TEEPLES PROPERTY ANNEXATION, CLUP AMENDMENT, AND REZONING

The Mayor opened a public hearing at 7:27 p.m. to consider the annexation, Comprehensive Land Use Plan amendment, and rezoning of the Teeples property open space. Mac Cummins, Planning Manager, entered into the record the notice of public hearing, posting of the property, written notice to property owners within 300 feet, and the agenda memorandum and its attachments. The property was located on 108<sup>th</sup> Avenue just west of Zephyr Court and had been purchased by the City in 2008 for open space purposes.

Mayor McNally invited public comment. No one wished to speak and there were no questions from Councillors.

Mr. Cummins advised that the Planning Commission had considered this matter in public hearing and had voted to recommend approval.

Mayor McNally closed the hearing at 7:29 p.m.

### COUNCILLOR'S BILL NO. 20 ANNEXING THE TEEPLES PROPERTY OPEN SPACE

Mayor Pro Tem Dittman moved, seconded by Major, to pass Councillor's Bill No. 20 on first reading annexing the Teeples Property Open Space to the City. On roll call vote, the motion passed unanimously.

COUNCILLOR’S BILL NO. 21 TO AMEND THE CLUP FOR THE TEEPLES PROPERTY OPEN SPACE

Mayor Pro Tem Dittman moved to pass Councillor’s Bill No. 21 on first reading to amend the Comprehensive Land Use Plan for the Teeple Property Open Space by changing the designation from Northeast Comprehensive Development Plan to City-owned Open Space based on finding that the proposed amendment would be in the public good, that there was justification for the proposed change and the Plan was in need of revision as proposed, that the amendment was in conformance with the overall purpose and intent and the goals and policies of the Plan, that the proposed amendment was compatible with existing and planned surrounding land uses, and that the proposed amendment would not result in excessive detrimental impacts to the City’s existing or planned infrastructure systems. Councillor Major seconded the motion, which carried unanimously on roll call vote.

COUNCILLOR’S BILL NO. 22 APPROVING THE REZONING OF THE TEEPLES PROPERTY OPEN SPACE

It was moved by Mayor Pro Tem Dittman, seconded by Councillor Major, to pass Councillor’s Bill No. 22 on first reading approving the rezoning of the Teeple Property Open Space from R-1 (Jefferson County) to Open District based on finding that the criteria set forth in Section 11-5-3 of the Westminster Municipal Code had been met. The motion passed unanimously on roll call vote.

RESOLUTION NO. 36 IN SUPPORT OF THE HARRIS PARK STATION POSTAL FACILITY

It was moved by Councillor Lindsey and seconded by Mayor Pro Tem Dittman to adopt Resolution No. 36 expressing City Council’s support for retaining the Harris Park Station Postal Facility at 7262 Meade Street. At roll call, the motion passed with all Councillors voting affirmatively.

ADJOURNMENT

It was moved by Councillor Major, seconded by Kaiser, to adjourn. The motion passed unanimously, and the meeting adjourned at 7:34 p.m.

ATTEST:

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

\_\_\_\_\_  
Mayor



**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
August 10, 2009



**SUBJECT:** Underwriting Consulting Services

**Prepared By:** Tammy Hitchens, Finance Director  
Robert Smith, Treasury Manager  
Robert Byerhof, Senior Financial Analyst

**Recommended City Council Action**

Authorize the City Manager to execute, in substantially the same form as attached, a contract with Piper Jaffray for underwriting services for a one year period with the option to renew for an additional four years.

**Summary Statement**

- The City structures various debt undertakings that require the specialization of financial and legal professionals, such as a financial advisor, underwriter, bond counsel, and bond disclosure counsel. Together with Staff, they make up the financial team utilized to issue debt such as revenue bonds, Certificates of Participation (COPS), and loans for large capital projects. Examples include revenue bonds issued to build a water treatment plant, COPS issued to build the Public Safety Center, voter approved revenue bonds issued to develop parks and purchase open space land, and Westminster Economic Development Authority (WEDA) revenue bonds issued for redevelopment in Urban Renewal Areas (URA's).
- The underwriter's role is to assist in the structuring of the bond issue and market the bonds. An underwriter may purchase some of the bonds on the issue date if they have been unable to sell the bonds to investors. On an ongoing basis, the underwriter may help "make a market" for the city's debt by continuing to buy and sell our securities.
- On June 8, 2009 a Request for Proposal (RFP) was issued for underwriter services. Four proposals were analyzed from which Staff recommends Piper Jaffray be hired as the City's underwriter.
- Funding for underwriting services comes from proceeds of individual debt issues. Prior to debt issuance, Staff will present the Council the information detailing costs for the various consulting and legal fees to be paid from financing proceeds.

**Expenditure Required:** Varies

**Source of Funds:** Debt Financing Proceeds

**Policy Issue**

Should the City of Westminster proceed with contracting for underwriting services with Piper Jaffray to assist in the structuring and marketing of debt offerings?

**Alternatives**

1. Choose another firm to perform the underwriting services. Staff does not recommend this alternative, as Piper Jaffray represents the most qualified underwriter provider based on review of the RFP's submitted and presentations made to Staff on July 26, 2009.
2. Do not have an underwriter market the City's debt issues. Staff does not recommend this alternative. Public financing is a complex and specialized field requiring professional services of both financial and legal consultants. The services of these professionals result in the City issuing debt efficiently and legally.

**Background Information**

The City issues debt to finance a variety of capital projects and purchases that require the professional services of specialized financial and legal consultants who are knowledgeable about taxable and tax-exempt municipal finance. Together with Staff, they represent the City's Finance Team for debt issuance. The underwriter is an important financial consultant of the team whose role is to structure and market debt to investors to achieve the lowest cost feasible given market conditions at the time of issuance. Given the variety of debt issued by the City and the complexities inherent in the structuring and marketing of the debt, the services of an underwriter are an integral component to meet the City's objective to issue debt at the lowest cost acceptable to investors.

An RFP was released in June 2009 requesting the services of an underwriter as the existing contract with Stifel Nicolaus has expired. Staff analyzed the four RFP's received from which three respondents were selected for interviews. Based on their written response to the RFP and interview presentation, each respondent was analyzed relative to depth of key personnel experience, the firm's experience issuing various types of debt, rating agency presentation experience, the firm's financial soundness, pricing for services, and references.

Based on their RFP response and interview, Staff recommends that an underwriting contract be awarded to Piper Jaffray. One of the key factors for an underwriter is the personnel that will be working on the debt issues. While all of the firms had quality personnel, Staff feels Piper Jaffray's personnel best fit the needs of the City. The lead manager for Piper Jaffray was the primary contact with the City's existing underwriter and has developed a mutually strong relationship since 1994 managing 25 debt issues. His dedication to understanding the City's needs and acting in its best interests as well as his professionalism throughout this period has been exemplary. A recent example of this has been his efforts to solve four WEDA's Letter of Credit issues, which has not been an easy task during these turbulent financial times.

Piper's personnel also include an individual who has worked for one of the rating agencies as a rating analyst prior to joining the firm. As the City deals with rating agencies on an ongoing basis and has direct contact with them, at a minimum every other year, the insight provided by this individual to help the City craft long-term debt policy decisions and develop rating agency presentations is seen as a strong asset.

Pricing was also considered an important component of the selected firm and each responded with a "not to exceed" estimated cost based on issue type as follows based on a cost per \$1,000 of bonds issued. The actual cost by debt issue is uncertain until the time of issuance; however, as indicated below, Piper Jaffray's pricing is superior to the other respondents as shown in the following chart.

Issue Type	Piper Jaffray	Stifel Nicolaus	George K. Baum
Sales Tax Revenue Bonds	\$3.50	\$6.00	\$4.20
POST Revenue Bonds	\$3.50	\$6.00	\$4.20
COPS	\$3.75	\$8.50	\$4.90
Utility Revenue Bonds			
- Fixed Rate	\$3.50	\$7.00	\$3.90
- Variable Rate	\$2.25	\$3.50	\$1.25
Golf Course Revenue Bonds	\$4.25	\$11.00	\$5.40
WEDA (Tax Increment) Bonds			
- Fixed Rate	\$3.75	\$7.00	\$5.40
- Variable Rate	\$2.25	\$4.75	\$1.25

Underwriting experience was also factored into the decision process. Each firm reviewed has excellent depth of experience, marketing a variety of debt issues throughout the state of Colorado. As such, Staff felt that overall each was very comparable to each other; however, it was felt that Piper Jaffray is in the forefront of the emerging “Build America Bonds” initiative by the current administration and will bring solid experience in the event that the City pursues debt offerings structured for water and wastewater improvement projects.

Finally, Staff analyzed the financial strength of each firm relative to its ability to underwrite and purchased any unsold bonds. Piper Jaffray has a strong balance sheet and has committed capital throughout the current financial crisis to issues it has underwritten. In addition, Piper Jaffray had the highest level of excess net capital balance available as of December 31, 2008 to support debt offerings of its clients.

Overall, Staff feels that based on the personnel, pricing, underwriting experience, and financial soundness, Piper Jaffray is the most qualified firm to represent the City as its underwriter.

Of note, the City will continue its relationship with Stifel Nicolaus with certain WEDA issues as a remarketing agent and swap agent.

Staff will be present at the August 10<sup>th</sup> Council meeting to address any questions or concerns relative underwriting services.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachments

# STANDARD AGREEMENT TO FURNISH UNDERWRITER SERVICES TO THE CITY OF WESTMINSTER

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 200\_, between the **CITY OF WESTMINSTER**, hereinafter called the "City," and **PIPER JAFFRAY**, a corporation organized pursuant to the laws of the State of \_\_\_\_\_ hereinafter called the "Underwriter", is as follows:

WHEREAS, the City has a need for bond underwriting services from time to time;

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

WHEREAS, sufficient authority exists in City Charter and state statute, sufficient funds have been budgeted for these purposes and are available, and other necessary approvals have been obtained.

WHEREAS, this Agreement is expressly contingent upon the approval of the City of Westminster's City Council of all the terms set forth herein. In the event this Agreement is not approved in its entirety by City Council, neither Party shall be bound to the terms of this Agreement.

NOW THEREFORE, in consideration of the above premises, the mutual covenants set forth below, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and Underwriter agree as follows:

## I. UNDERWRITER'S SERVICES AND RESPONSIBILITIES

The Underwriter agrees that it will furnish all of the technical, administrative, professional, and other labor; all supplies and materials, equipment, printing, vehicles, local travel, office space and facilities, analyses, calculations, and any other facilities or resources necessary to provide the professional Services as described hereto and incorporated herein by this reference.

### A. Capital Financing

Underwriter shall perform the following functions as underwriter:

- (1) Financing Alternatives. The Underwriter, in consultation with the City officials, auditor, financial advisor and municipal bond counsel, shall recommend financing alternatives for specific capital projects. Such financing alternatives will be based on revenue projections, and the existing corporate, financial, and legal structure of the City. The Underwriter shall assist the City in evaluating the financing alternatives and make recommendations concerning general obligation and revenue bond financing, lease-purchase and installment purchase financing, participation in federally sponsored programs, and the utilization of insurance guaranty programs and other cost effective financing methods, both long and short term. In addition, the Underwriter shall make recommendations concerning the need for short or intermediate-term financing prior to or in conjunction with long-term financing.
- (2) Bond Financing. The Underwriter shall assist in recommending to the City the method of sale, which will be in the best interest of the City. In the case of general obligation bonds, revenue bonds, or other municipal securities, the recommendations shall include recommendations concerning the advisability of selling the proposed municipal securities either by competitive or negotiated sale. The Underwriter shall assist the City in the following tasks in connection with the issuance of bonds or other debt securities by the City:

- a. Determination of the structure of such financing, including sources of payment, security, maturity schedule, rights of redemption prior to maturity, and other matters concerning the call provision features of the bonds;
  - b. Obtaining public support for the bond issue, if a bond election is required, including assisting the City and its citizen committees to effectively present the City's proposal to the electorate in an organized, thoughtful, and concise manner;
  - c. Preparation and presentation of applications and detailed information about the City and the proposed bond issue to appropriate rating agencies, where advisable;
  - d. Use of credit enhancement techniques, such as: direct pay letters of credit, and other such financial instruments;
  - e. Assistance in the review and preparation of an official statement to be distributed to prospective bond purchasers;
  - f. Printing of the bonds;
  - g. Coordination of the legal proceedings recommended by bond counsel, any temporary investment of sale proceeds, and all other necessary arrangements in connection with the delivery of the bonds by the City; and
  - h. Bond partial or full refundings, redemptions, advanced refundings.
- (3) Competitive Bids. In the event the City elects to solicit bids for the bonds through a public sale, the Underwriter may compete in the sale to purchase, directly or indirectly, from the City, all or any portion of the bonds sold at competitive bid either as principal alone or as a participant in a syndicate or other similar account.
- (4) Negotiated Sales. In the event of a negotiated sale of a bond issue by the City to the Underwriter, the Underwriter will underwrite the issue. In connection therewith, the Underwriter shall prepare financial plans and price the issue. The City also reserves the right to compete the negotiated sale.
- (5) The City reserves the right to substitute another firm and/or such personnel as the City deems best addresses the City's needs, on an issue-by-issue basis.
- (6) The Underwriter shall at all times comply with applicable requirements and regulations of the Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB").

## II. ADDITIONAL SERVICES

When authorized by the City, the Underwriter agrees to furnish or obtain from others, additional professional services in connection with the Project due to changes in the scope of the Project or its design, subject to mutual agreement as to additional compensation for additional.

## III. UNDERWRITER'S FEE

As compensation for the basic Services described in this Agreement, the Underwriter shall be paid as follows:

A. For negotiated sales, the City and the Underwriter will negotiate the Underwriter's discount for the financing.

B. Other financing expenses as authorized by the City through the City Manager in connection with a negotiated sale, including, without limitation, bond counsel, rating agency, and printing expenses, shall be paid by the City.

C. No fees shall be charged by the Underwriter in the event of an unsuccessful bond election or an inability to consummate a sale of the City's securities. Other financing expenses as authorized by the City Manager, including but not limited to third party expenses (i.e. bond counsel) and out-of-state travel, incurred before an unsuccessful election or a failed sale, shall be paid by the City.

D. The approximate underwriting spread for a negotiated sale shall be agreed on by both parties after consideration of similar issues, competitive or negotiated.

E. The Underwriter shall submit invoices to the City for services rendered during the preceding month, such invoices to be in such form and detail as shall reasonably be required by the City. Reimbursable expenses shall be itemized. The City agrees to pay the Underwriter within thirty (30) days of receipt of properly documented invoices.

#### IV. COMMENCEMENT & COMPLETION OF SERVICES

The Underwriter understands and agrees that time is an essential requirement of this Agreement. The Services shall be completed as soon as good practice and due diligence will permit. The term of this Agreement is for one (1) year following its execution. Subject to annual appropriation by the City, this Agreement shall renew for four (4) additional one (1) year terms unless the City gives written notice of its intent not to renew this Agreement no less than sixty (60) days prior to its expiration.

#### V. TERMINATION

This Agreement shall terminate at such time as the contract services in Section V is completed and the requirements of this Agreement are satisfied, or upon the City's providing Underwriter with fifteen (15) days advance written notice, whichever occurs first. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Underwriter for all work previously authorized and completed prior to the date of termination plus any Services the City deems necessary during the notice period. Said compensation shall be paid upon the Underwriter's delivering or otherwise making available to the City all data, reports, estimates, summaries and such other information and materials as may have been accumulated by the Underwriter in performing the Services included in this Agreement, whether completed or in progress.

#### VII. INSURANCE

During the course of the Services, the Underwriter shall maintain Workers' Compensation Insurance in accordance with the Workers' Compensation laws of the State of Colorado, Professional Liability Insurance in the minimum amount of \$500,000, but in any event sufficient to cover Underwriter's liability under paragraph X.D.1. below, Automobile Liability of \$500,000 per person/\$1,000,000 per occurrence, and Commercial General Liability of \$500,000 per person/\$1,000,000 per occurrence. The City shall be named as an additional insured under the Consultant's Automobile and Commercial General Liability coverages, and these coverages shall be occurrence-based policies, and shall specifically provide that all coverage limits are exclusive of costs of defense, including attorney fees. The Underwriter shall provide certificates of insurance to the City indicating compliance with this paragraph.

#### VIII. EQUAL EMPLOYMENT OPPORTUNITY

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

## IX. PROHIBITED INTEREST

A. The Underwriter agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Underwriter further agrees that in the performance of the Agreement, no person having any such interests shall be employed.

B. No official or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

## X. GENERAL PROVISIONS

A. Independent Contractor. In the performance of the Services, the Underwriter shall act as an independent contractor and not as agent of the City except to the extent the Underwriter is specifically authorized to act as agent of the City.

B. Books and Records. The Underwriter's books and records with respect to the Services and reimbursable costs shall be kept in accordance with recognized accounting principles and practices, consistently applied, and will be made available for the City's inspection at all reasonable times at the places where the same may be kept. The Underwriter shall not be required to retain such books and records for more than three (3) years after completion of the Services.

C. Work Product and Confidentiality. The products of this Contract shall be the sole and exclusive property of the City upon completion or other termination of this Contract. The Underwriter shall deliver to the City all copies of any and all materials pertaining to this Contract. No reports, information or data given to or prepared by the Underwriter acting as Underwriter under this Contract shall be made available to any individual or organization by the Underwriter without the prior written approval of the City.

### D. Responsibility; Liability.

1. Professional Liability. The Underwriter shall exercise in its performance of the Services the standard of care normally exercised by nationally recognized organizations engaged in performing comparable services. The Underwriter shall be liable to the City for any loss, damages or costs incurred by the City for the repair, replacement or correction of any part of the Project which is deficient or defective as a result of any failure of the Underwriter to comply with this standard.

2. Indemnification. To the fullest extent permitted by law and except for all professional liability claims, damages, losses and expenses, the Underwriter shall indemnify, defend, and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Services, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Project itself) including the loss of use resulting therefrom, but only to the extent caused by the negligent act or omission of, or breach of contract by, the Underwriter, any subcontractor of the Underwriter, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

To the fullest extent permitted by law, the Underwriter shall indemnify and hold harmless the City and its agents and employees from and against all professional liability claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Services, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Project itself) including the loss of use resulting there from, but only to the extent caused by the negligent act or omission of, or breach of contract by, the Underwriter, any subcontractor of the Underwriter, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph D.2. The City may, if it so desires, withhold the payments due the Underwriter so long as shall be reasonably necessary to indemnify the City on account of such injuries.

In any and all claims against the City or any of its agents or employees by any employee of the Underwriter, any subcontractor of the Underwriter, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this paragraph D.2 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Underwriter or any subcontractor under the workers' compensation acts, disability benefit acts or other employee benefit acts.

E. Communications. All communications relating to the day-to-day activities for the Project shall be exchanged between the respective Project representatives of the City and the Underwriter who will be designated by the parties promptly upon commencement of the Services.

All other notices and communications in writing required or permitted hereunder shall be delivered personally to the respective representatives of the City and the Underwriter set forth below or shall be mailed by registered mail, postage prepaid, return receipt requested to the parties at their addresses shown herein. Notices hereunder shall be effective three (3) days after mailing.

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

G. Applicable Laws and Venue. This Agreement shall be governed by the laws of the State of Colorado and the Charter of the City of Westminster. This Agreement shall be deemed entered into in both Adams County and Jefferson County, State of Colorado, as the City is located in both counties. At the City's option, the location for settlement of any and all claims, controversies and disputes arising out of or related to this Agreement or any breach thereof, whether by alternative dispute resolution or litigation, shall be proper only in either county.

H. Remedies. Underwriter agrees that the economic loss rule as set forth in *Town of Alma v. Azco Construction, Inc.*, 10 P.3d 1256 (Colo. 2000) shall not serve as a limitation on the City's right to pursue tort remedies in addition to other remedies it may have against Underwriter. Such rights and remedies shall survive the Project or any termination of this Agreement.

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

K. Enforcement of Agreement. In the event it becomes necessary for the City to bring an action to enforce any provision of this Agreement or to recover any damages the City may incur as a result of the breach of this Agreement, including, but not limited to defective work, and the City prevails in such litigation, the Underwriter shall pay the City its Court-awarded attorney fees.

L. Authorization. The person or persons signing and executing this Agreement on behalf of each Party do hereby warrant and guarantee that he/she or they have been fully authorized to execute this Agreement and to validly and legally bind such Party to all the terms, performances and provisions herein set forth.

M. Subcontracting. Except subcontractors clearly identified and accepted in the Consultant's Proposal, Consultant may employ subcontractors to perform the Services only with City's express prior written approval. Consultant is solely responsible for any compensation, insurance, and all clerical detail involved in employment of subcontractors.

N. Nature of City's Obligations. Nothing in this Agreement shall be construed or deemed as creating a multiple-year fiscal obligation of the City. All obligations of the City pursuant to this Agreement are subject to prior annual appropriation by the City Council.

O. Immigration Compliance. To the extent this Agreement constitutes a public contract for services pursuant to C.R.S. § 8-17.5-101 et seq., the following provisions shall apply: Underwriter shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. In addition, Underwriter shall not enter into a contract with a subcontractor that fails to certify to the Underwriter that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. If Underwriter obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Underwriter shall notify the subcontractor and the City within three (3) days that Underwriter has actual knowledge that the subcontractor is employing or contracting with an illegal alien. Furthermore, Underwriter shall terminate such subcontract with the subcontractor if, within three (3) days of receiving the notice required pursuant to this paragraph, the subcontractor does not stop employing or contracting with the illegal alien. Except that Underwriter shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Underwriter certifies that, prior to executing this Agreement, it has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the basic pilot program administered by the United States Department of Homeland Security (the "Basic Pilot Program"). If Underwriter is not accepted into the Basic Pilot Program prior to executing this Agreement, Underwriter shall apply to participate in the Basic Pilot Program every three (3) months until Underwriter is accepted or this Agreement has been completed, whichever is earlier. Underwriter shall not use the Basic Pilot Program to undertake preemployment screening of job applicants while performing this Agreement. This paragraph shall not be effective if the Basic Pilot Program is discontinued.

Underwriter shall comply with all reasonable requests by the Colorado Department of Labor and Employment made in the course of an investigation undertaken pursuant to the authority established in C.R.S. § 8-17.5-102(5).

To the extent required by C.R.S. § 8-17.5-102(1), by submitting a bid, the Underwriter certifies that at the time of bid submission it did not knowingly employ or contract with an illegal alien and that the Underwriter has participated or attempted to participate in the Basic Pilot Program that is administered by the United States Department of Homeland Security in order to verify that it does not employ any illegal aliens.

INSURANCE CERTIFICATES REQUIRED BY THIS AGREEMENT SHALL BE SENT TO FINANCE DEPARTMENT, ATTENTION: RACHEL PRICE.

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

PIPER JAFFRAY

CITY OF WESTMINSTER

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

Address:

Address:

\_\_\_\_\_  
\_\_\_\_\_

4800 West 92nd Avenue  
Westminster, Colorado 80031

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

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

City Clerk

APPROVED AS TO LEGAL FORM

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

City Attorney

## Piper Jaffray's Proposed Fees

### **Fixed Rate Underwriting Fee Range<sup>1</sup>**

	<u>Low End</u>	<u>Not to Exceed</u>
○ Golf Course Revenue Bonds	3.50/1000	4.25/1000
○ Certificates of Participation	3.25/1000	3.75/1000
○ Urban Renewal TIF (WEDA)	3.25/1000	3.75/1000
○ Sales and Use Tax Revenue Bonds	3.00/1000	3.50/1000
○ Water / Wastewater Revenue Bonds	3.00/1000	3.50/1000
○ Open Space (POST) Revenue Bonds	3.00/1000	3.50/1000

<sup>1</sup> Assumes maturity schedule of 10 years (low end) to 25 years (not to exceed) and credit quality consistent with current City ratings. We would like to reserve the right to negotiate these fees should any transaction be completed without any credit ratings.

### **Variable Rate Underwriting Fee**

For any transaction done in variable rate mode (daily or weekly) with acceptable credit/liquidity credits, our underwriting fee will not exceed 2.25/1000.

### **Expenses Incurred by the City**

Each transaction includes certain expenses that are due to third party providers. These include:

- Bond Counsel
- Disclosure Counsel
- Bond rating fees
- Paying Agent/Trustee fees
- Disclosure document printing
- Travel expenses outside the state of Colorado

These fees are the responsibility of the City.

### **Expenses Incurred by Piper Jaffray**

Certain costs are incurred by Piper Jaffray in the course of transacting each issue. These include:

- Piper Jaffray personnel travel costs in Colorado
- Short-term loan expenses
- DTC delivery charges
- CUSIP subscription
- Other delivery-related internal costs

These expenses are the responsibility of Piper Jaffray.

### **Fee Proposal Duration**

The fees listed above will be effective for the term of any contract negotiated with the City.



**WESTMINSTER  
COLORADO**

**Agenda Memorandum**

City Council Meeting  
August 10, 2009



**SUBJECT:** Amended Intergovernmental Agreement with the Urban Drainage and Flood Control District and the City and County of Broomfield for City Park Channel Design and Construction

**Prepared By:** David W. Loseman, Senior Projects Engineer

**Recommended City Council Action**

Authorize the City Manager to execute an amended intergovernmental agreement (IGA) with the Urban Drainage and Flood Control District (UDFCD) and the City and County of Broomfield relating to the design and construction of Phase 2 of the City Park Channel along the south side of 120<sup>th</sup> Avenue from a point approximately 500 feet downstream of Lowell Boulevard to Big Dry Creek, authorizing the contribution by the City of an additional \$150,000 for the design and construction of phase 2 of this project as contemplated by the original IGA executed in 2006.

**Summary Statement**

- Several years ago, the UDFCD began modifying the Outfall Systems Plan for City Park Channel. The City Park Channel originates in Broomfield and crosses into Westminster in the vicinity of 120<sup>th</sup> Avenue and Sheridan Boulevard. From that point, drainage in the channel flows east along the south side of 120<sup>th</sup> Avenue, back under 120<sup>th</sup> Avenue to the west of Lowell Boulevard and eventually into Big Dry Creek on the Metzger Farm Property.
- The UDFCD approached staff with a proposal that requires the District, Broomfield and Westminster to share the estimated \$1,800,000 for phase 1 costs; the estimated \$600,000 of 2009 phase 2 costs; and the estimated \$800,000 of 2010 phase 2 costs for improving this channel. Phase 1 consists of the box culvert under Lowell Boulevard and the construction of approximately 500 feet of channel upstream and downstream of this box culvert, which was completed in 2008. Phase 2 is the completion of the channel from a point 500 feet downstream of Lowell Boulevard to the confluence with Big Dry Creek near Federal Boulevard as well as some minor improvements upstream of Lowell Boulevard. An IGA establishing the relative contributions towards this project was approved by Council in 2006. The total project cost is expected to be \$3,200,000. The UDFCD has agreed to pay 50% of the entire cost of this project with Broomfield and Westminster each paying for their share of 25%.
- Adequate funds were budgeted and are available for this expense.
- Under the IGA, UDFCD will manage the project and has hired an engineering firm, CH2M-HILL to design the project with Broomfield and Westminster oversight.
- The City Attorney's Office has reviewed and approved the attached IGA.

**Expenditure Required:** \$150,000

**Source of Funds:** Utility Fund - Storm Water Account

**Policy Issue**

Should the City enter into an amended Intergovernmental Agreement with the Urban Drainage and Flood Control District and the City and County of Broomfield to design and construct improvements to the City Park Channel along the south side of 120<sup>th</sup> Avenue from the existing crossing upstream of Lowell Boulevard east to Big Dry Creek?

**Alternative**

Council could choose not to execute this amended intergovernmental agreement at this time. Staff does not recommend this alternative because these improvements to this stretch of channel provide equal benefits to citizens in both jurisdictions and will prevent the future flooding of 120<sup>th</sup> Avenue in this area. In addition, UDFCD is willing to fund 50% of the cost of the entire project at this time.

**Background Information**

In 1986, the Cities of Broomfield and Westminster adopted the Outfall Systems Plan for City Park Channel. In 2002, the UDFCD hired a consultant to update this Outfall Systems Plan because the changed hydrology from the time the original report was completed indicated higher flow rates in the channel than what was reported in the original study. The revised study includes the portion of the channel that starts in Broomfield upstream of the culvert crossing west of Sheridan Boulevard and under 120<sup>th</sup> Avenue; and follows 120<sup>th</sup> Avenue to the east and to Big Dry Creek where it crosses under 120<sup>th</sup> Avenue just west of Federal Boulevard.

The proposed route of City Park Channel is different than where it currently flows but is consistent with the route shown in the Outfall Systems Plan that was adopted by the City in 1986. This route traverses through the City's open space property on the south side of 120<sup>th</sup> Avenue between the Academy of Charter Schools property on the west and Federal Boulevard on the east. The channel through the open space property will be designed so it is an amenity to the open space and will include a combined bike path/maintenance trail along the channel and a bridge over Big Dry Creek to connect to the Big Dry Creek Trail.

Phase 1 of this channel was constructed in 2008 and included the box culvert crossing of Lowell Boulevard. Phase 2 would include the channel improvements through the City's open space and would be scheduled for construction in 2010. UDFCD would pay for 50% of the entire cost of this project with the remaining portion of the costs being shared equally between Broomfield and Westminster. Initially, each City's share was \$150,000 in 2006, which was already paid to the UDFCD so design could proceed in 2006. An additional cost in 2008 of \$300,000 was needed for construction for a total Westminster and Broomfield share of \$450,000 each for the phase 1 improvements. Additional costs for the phase 2 improvements would be needed in 2009 (\$600,000) and 2010 (\$800,000) and would be split the same way or an additional \$700,000 from UDFCD and \$350,000 from Broomfield and Westminster. The \$800,000 cost in 2010 will be subject to future consideration by Council. Staff believes that this is a reasonable proposal given the equal benefits to citizens in both jurisdictions and the additional benefit of UDFCD agreeing to pay for 50% of the costs. Under the proposed IGA, UDFCD will manage this effort with oversight by both cities.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachments

**AMENDMENT TO  
AGREEMENT REGARDING  
DESIGN AND CONSTRUCTION  
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR  
CITY PARK DRAINAGE, LOWER REACH, CITY OF WESTMINSTER**

Agreement No. 06-01.15B

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT"), CITY AND COUNTY OF BROOMFIELD (hereinafter called "BROOMFIELD") and CITY OF WESTMINSTER (hereinafter called "WESTMINSTER") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for City Park Drainage, Lower Reach, City of Westminster" (Agreement No. 06-01.15) dated March 29, 2006, as amended; and

WHEREAS, PARTIES now desire to design and construct Phase 2 of the improvements; and

WHEREAS, PARTIES desire to increase the level of funding by \$600,000; and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. \_\_, Series of 2009); and

WHEREAS, the City Councils of BROOMFIELD and WESTMINSTER and the Board of Directors of DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

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

1. Paragraph 4. PROJECT COSTS AND ALLOCATION OF COSTS is deleted and replaced as follows:

4. PROJECT COSTS AND ALLOCATION OF COSTS

A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and are limited to the following:

1. Final design services;
2. Construction of improvements;
3. Contingencies mutually agreeable to PARTIES.

B. It is understood that PROJECT costs as defined above are not to exceed \$2,400,000 without amendment to this Agreement. PROJECT costs for the various elements of the effort are estimated as follows:

<u>ITEM</u>	<u>AMOUNT</u>
1. Final Design	\$ 500,000
2. Construction	1,800,000
3. Contingency	100,000
Grand Total	\$2,400,000

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest.

C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	<u>Percentage Share</u>	<u>Previously Contributed</u>	<u>Additional Contribution</u>	<u>Maximum Contribution</u>
DISTRICT	50.00%	\$900,000	\$300,000	\$1,200,000
BROOMFIELD	25.00%	\$450,000	\$150,000	\$600,000
WESTMINSTER	<u>25.00%</u>	<u>\$450,000</u>	<u>\$150,000</u>	<u>\$600,000</u>
TOTAL	100.00%	\$1,800,000	\$600,000	\$2,400,000

2. Paragraph 5. MANAGEMENT OF FINANCES is deleted and replaced as follows:

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973 and Resolution No. 49, Series of 1977), the cost sharing shall be after subtracting state, federal, or other sources of funding from third parties. However, monies BROOMFIELD AND WESTMINSTER may receive from federal funds; the Federal Revenue Sharing Program, the Federal Community Development Program, or such similar discretionary programs as approved by DISTRICT's Board of Directors may be considered as and applied toward BROOMFIELD AND WESTMINSTER's share of improvement costs.

Payment of each party's full share (BROOMFIELD - \$600,000; WESTMINSTER - \$600,000; DISTRICT - \$1,200,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to BROOMFIELD AND WESTMINSTER of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

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

3. All other terms and conditions of Agreement No. 06-01.15 shall remain in full force and effect.

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

URBAN DRAINAGE AND  
FLOOD CONTROL DISTRICT

(SEAL)

By \_\_\_\_\_

ATTEST:

Title Executive Director

\_\_\_\_\_

Date \_\_\_\_\_

CITY AND COUNTY OF BROOMFIELD

(SEAL)

By \_\_\_\_\_

ATTEST:

Title \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney

CITY OF WESTMINSTER

(SEAL)

By \_\_\_\_\_

ATTEST:

Title \_\_\_\_\_

\_\_\_\_\_

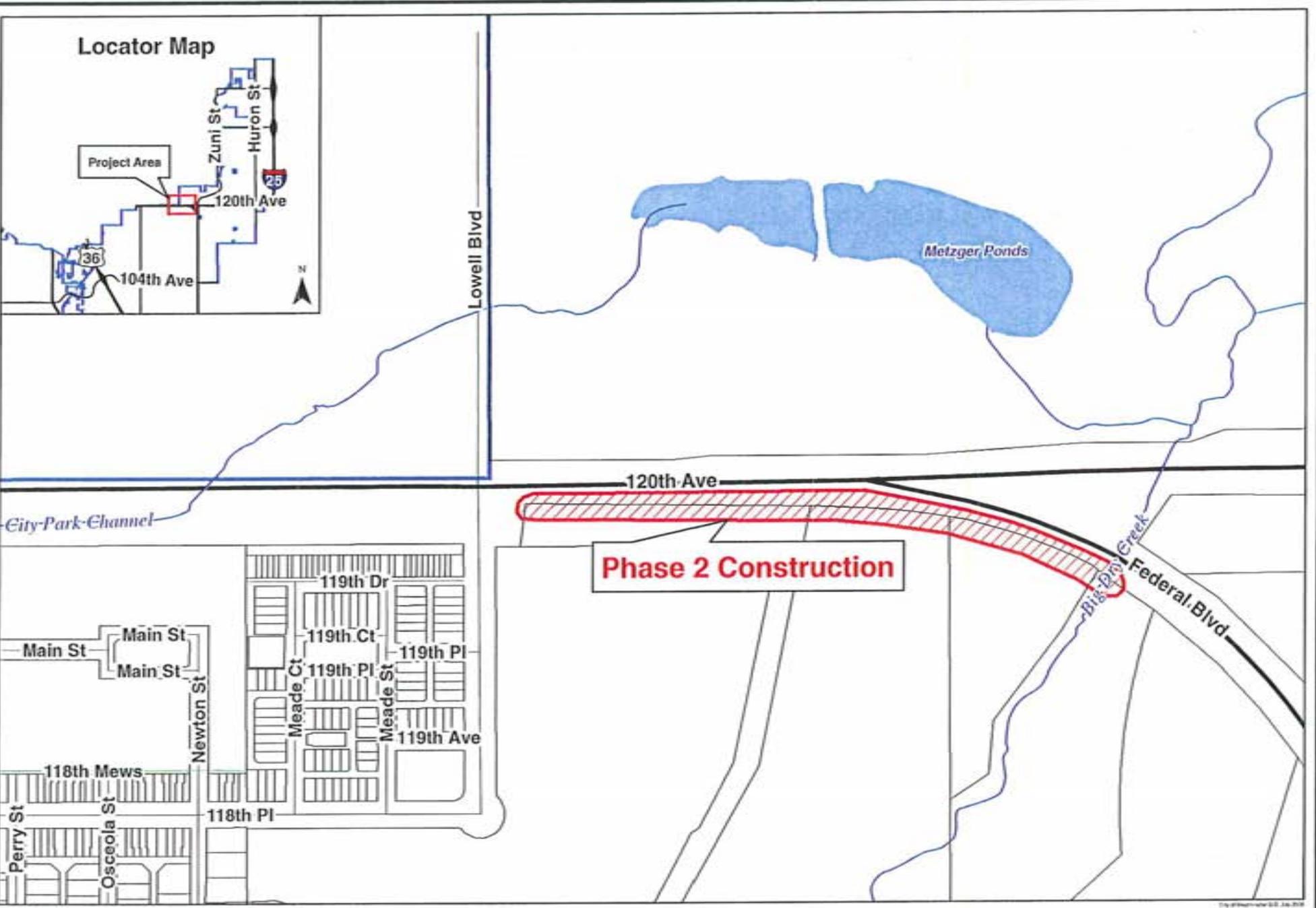
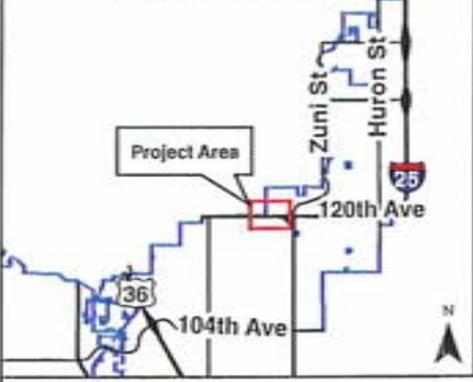
Date \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

City Attorney

**Locator Map**



	Streams		Water Bodies		Phase 2
	Highway		Assessor Parcels		Enclave
	Major Arterial		City Limit		
	Minor Arterial				

**City Park Channel Design and Construction - Phase 2**



City of Phoenix - 03.01.2018



**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
August 10, 2009



**SUBJECT:** Amendment to the Median Maintenance, Right-of-Way Spraying and Mowing, and Bluegrass Maintenance Contracts Contingency Funding

**Prepared By:** Richard Dahl, Park Services Manager  
Marty Chase, Parks Contract Maintenance Specialist

**Recommended City Council Action**

Authorize the City Manager to amend the existing City contract with Shultz Industries for median maintenance, right-of-way (ROW) spraying and mowing, and bluegrass maintenance to add \$108,000 of work for irrigation and related repairs as required in the specifications of the contract and authorize the expenditure of \$42,000 in available funds from the General Capital Improvement Fund--North Huron Medians Project to Schultz Industries for the replacement of dead plant material on the Huron Street medians.

**Summary Statement:**

- City Council previously approved contracts with Schultz Industries for median maintenance, ROW spraying and mowing, and bluegrass maintenance.
- Staff is requesting approval for the expenditure of available funds of \$108,000 for irrigation repairs, plant replacement and additional duties that were bid on a per-hour basis. Schultz Industries will hold the bid pricing for the additional work.
- In addition, an expenditure of \$42,000 is being requested, on a one-time basis, to replace plant material that has died on the Huron Street medians due to environmental and installation complications. Bid prices from Schultz's existing maintenance contract will be honored for all plant replacements and a 1 year warranty will be in effect from the date of installation.
- Funds are currently available in the Park Services Division operating budget and the Community Enhancement, Storm Drainage and North Huron Median Project Capital Improvement Funds for this expense.

**Expenditure Required:** \$150,000

**Source of Funds:** General Fund - Parks, Recreation and Libraries Operating Budget (\$50,000)  
General Capital Improvement Fund - Community Enhancement Project (\$20,000)  
General Capital Improvement Fund - North Huron Medians Project (\$42,000)  
Storm Drainage Fund (\$38,000)

**Policy Issues**

1. Does City Council want to authorize the additional work?
2. Should \$42,000 from the General Capital Improvement Fund--North Huron Medians Project from 128<sup>th</sup> Avenue to 150<sup>th</sup> Avenue be used to make landscape repairs and replacement?

**Alternatives**

1. Do not approve the additional expenditure for increased maintenance areas and rely on City Staff to take over the added maintenance of the properties. This alternative is not recommended as Park Services does not currently have the resources in equipment and personnel available to assume this responsibility. Funds are, however, available in the existing budget for contract maintenance to cover this expense if contractors are used.
2. Take no action. Due to the limited timeframe involved for summer maintenance, Staff does not recommend this option if service levels are to be maintained.

**Background Information**

For the past twelve years, the City has contracted with private contractors to maintain streetscapes, rights-of-way and medians, and this has been an effective use of resources. City Council has been supportive in providing funding for this type of contract maintenance. Contracting out this maintenance to a private contractor has worked very well by allowing City crews to concentrate on services that can be performed more efficiently and at a greater level of detail.

City Council previously allocated adequate funds in the 2009 Parks, Recreation and Libraries Department operating budget and the Capital Improvement Projects Community Enhancement fund for the maintenance of City-owned streetscapes and medians.

Staff has developed the documents and maintenance standards for the Bluegrass, Right-of-Way Mowing, Median Maintenance and Herbicide Spraying Contracts under which Schultz Industries, Inc. currently performs maintenance. Portions of these requested funds have already been expended (based on per hour costs bid in the contract for additional work) due to the ongoing nature of maintaining irrigation systems and plant material caused by vandalism, vehicle accidents and plant material lost to the 2008/09 winter drought.

The City's contractual maintenance program supports 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



**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
August 10, 2009



**SUBJECT:** Reclaimed Water Valves, Meter Vaults, and Irrigation Services Improvements Project and Reclaimed System Improvement Account Budget Transfer

**Prepared By:** Stephanie Bleiker, PE, Senior Engineer

**Recommended City Council Action**

1. Based on the report and recommendation of the City Manager, find that the public interest will best be served by authorizing the City Manager to execute a professional services agreement with HDR Engineering, Inc. for providing design and construction phase services for the reclaimed water valves, meter vaults and irrigation services improvements project in an amount not to exceed \$428,732.
2. Authorize the transfer of \$499,869 from three Reclaimed water capital accounts into the Reclaimed System Improvement account.

**Summary Statement**

- Reclaimed water is a valuable source of water supply and its development and use is critical to meeting Westminster's growing water demands. Recently, City Council approved a new water supply plan, which included expanding the reclaimed water system. In order to achieve this goal, modifications need to be made to the existing reclaimed distribution system to address immediate and future operational considerations and customer demands.
- This project will result in a number of modifications to the reclaimed distribution system. These modifications include adding a number of isolation, blow-off and air-vac valves, re-piping of numerous existing meter vaults, and providing customer connections to the reclaimed water distribution system that are currently being serviced by the City's potable water supply.
- Initially the engineering firm will be required to evaluate the impact of the planned improvements on the operations and maintenance of the reclaimed water distribution system. The engineering firm will also be responsible for phasing the work in order to identify those improvements that will have a more direct impact on the reclaimed system's operations and maintenance. Work phased for the future could potentially be constructed in a two to three-year time span.
- New customer connections will expand the reclaimed water customer base and return existing potable water availability back to the City.
- Staff is seeking to consolidate a total of \$499,869 from three separate Reclaimed project accounts into the Reclaimed System Improvements account for streamlined project management and budget tracking.
- The design work is scheduled to be completed in the fall of 2009 in order to allow the system critical reclaimed improvements to be constructed in the months of December 2009 through February 2010.

**Expenditure Required:** \$428,732

**Source of Funds:** Utility Fund Capital Improvements – Reclaimed System Improvements

**Policy Issues**

1. Should the City proceed with the design of the valve meter vault and irrigation services improvements project?
2. Should Council authorize the consolidation of capital project account balances for simplified tracking?

**Alternatives**

The City could choose from the following alternatives:

1. Make the improvements to the reclaimed distribution system at a later date.  
Staff does not recommend this alternative because delaying the work could potentially move the construction schedule into a window of time where the construction would be more costly. It would also postpone system improvements and new customer connections that are either ready now or are projected to be ready in 2010.
2. Award the contract to another engineering firm.  
Staff does not recommend this alternative because the firm being recommended was determined to be the best qualified.
3. Re-advertise the project with a new request for proposals.  
Staff does not recommend this alternative because the City received three proposals for qualified firms who are experienced and qualified in reclaimed systems engineering design and construction services.
4. Council could choose not to authorize a consolidation of capital project accounts.  
Staff does not recommend this alternative because of the current challenges posed by tracking projects and budgets across multiple accounts. Combining the three separate reclaimed improvement accounts into one capital account will provide for streamlined project and expenditure tracking.

**Background Information**

The City has operated a reclaimed water program since 2000. Reclaimed water is a valuable source of water supply, the development of which is critical to meeting Westminster's growing water demands. At build out, it is now anticipated that the reclaimed water system will deliver 3,500 acre-feet of water a year and comprise more than 10% of the City's total water supply. In order to achieve this goal, modifications need to be made to the existing reclaimed distribution system and additional customers need to be connected to the system. As reclaimed water connections replace potable water connections, the City's potable water supply effectively increases as does its ability to meet future potable water demands with new customers.

The reclaimed water distribution system was originally designed as a transmission pipeline where most of its new connections would consist of 8-inch or larger laterals to be tied into the pipeline. Since its construction the reclaimed water distribution system has evolved into functioning as more of a distribution main, meaning that more service connections have been made on the pipeline than originally projected. As such the pipeline now requires more isolation valves between service connections. In addition to the isolation valves, blow-off valves with new drain lines to the City's sanitary sewer collection system were also identified as a warranted operational improvement. The collective impact of these improvements will accomplish a number of goals. They will allow the reclaimed system to be drained directly to the City's sanitary sewer system. Consequently the City diminishes the risk of reclaimed water entering creeks and waterways where its release is currently unauthorized by State

**SUBJECT:**

regulations. The improvements to the customer meter vaults will result in eliminating flow restrictions for a number of existing customers whose water pressures and/or flow rates are below a level that the City has identified as suitable for reclaimed water service. These modifications will also allow the City to simplify its maintenance functions on the reclaimed distribution system as well as upgrade the system so that it is better suited for current and future operations.

Additionally there are five new reclaimed water connection sites planned for customers identified in the Reclaimed Master Plan who currently irrigate using the City's potable water supply and whose new reclaimed connections have been determined to be cost effective. Work will include new connections on the reclaimed water pipeline and disconnections to the potable water pipeline. The new services will include some standard service connections as well as bored crossings at an irrigation canal and a major arterial. In at least one instance a number of service connections will be made for a given irrigation customer. Aside from the challenges associated with service connections, the engineering firm will be tasked with confirming if customers' irrigation system modifications, new points for connection and/or adjustment in water pressure are consistent with their respective irrigation plans.

Based on the engineering firm's evaluation of the impact of the planned improvements on the operations and maintenance of the reclaimed water distribution system and their proposed phasing, engineering construction documents will be assembled. Construction documents included in the 2010 budget year will likely only include a portion of the selected engineering firm's design deliverables. Staff plans to return to City Council for authorization of a construction contract upon completion of engineering design phase services.

The City identified three engineering firms with experience in working on Westminster's reclaimed water system for the project. They were Black & Veatch Corporation, HDR Engineering, Inc., and Stantec Consulting, Inc. The City received proposals from each of the three firms on July 17, 2009. The following is a summary of the fee portion of the proposals:

<u>Engineering Firm</u>	<u>Fee</u>
HDR Engineering, Inc.	\$428,732
Black & Veatch Corporation	\$396,758
Stantec Consulting, Inc.	\$312,982

Staff included a \$50,000 owner controlled contingency in all of the fees based on some of the inherent uncertainty associated with the engineering design and construction phase services. Due to the fact that critical elements of the engineering design and construction phase services won't be determined until field investigations are complete and in some cases until construction is underway, Staff expects that the design process and construction administration services may be more involved in this project than in many other projects. It's also likely that the design details associated with many of the pipeline appurtenances will be unique at each of the sites and subject to more modification than is typically encountered on pipeline projects. Thus the engineering design-to-construction costs for this project would be proportionally higher than what typically occurs on other buried utilities projects.

Staff also determined that the engineer should include irrigation specialist services for the design and construction phases of the project. This addition would serve the purpose of averting shortcomings that new reclaimed water customers sometimes experience after their existing irrigation system is converted to the reclaimed water distribution system.

In reviewing the fee portion of the proposal, Staff noted that the Stantec fee was missing the cost entry under one of the nine required engineering tasks outlined in the request for proposals. With this in mind Staff expressed concern that Stantec's fee would not cover the required work. After thoroughly reviewing the engineering services proposals, Staff is recommending the award to HDR Engineering, Inc. This recommendation is based on the strength of HDR's project management team, design team, and construction team, as well as the depth of their engineering qualifications. Staff noted that the HDR and Black & Veatch fee proposals would likely be closer in total cost if Black & Veatch were to add irrigation

specialist services to their design and construction phase engineering services, as Staff recommends for the customer connection portion of this project. HDR’s qualifications in conjunction with some of the unique and valuable systems planning tools they could offer provided the basis of Staff’s reasoning. The strength behind HDR’s proposal as well as their expertise with Westminster’s Reclaimed Master Plan led Staff to recommend HDR as the best suited engineering firm for the City’s near and long term reclaimed distribution system needs. While HDR’s systems planning tool would have limited application to this project, Staff recognized its potential value to the City. The planning software HDR developed is unique and not offered by the other engineering firms. The software was developed and is being used by other Denver metropolitan cities who bore the cost of the software’s development. Other engineering firms could potentially develop similar software, however their first few clients would likely bare the burden of its development costs. The software HDR developed allows water utility owners to plan alternative future improvements on a large scale, without employing an outside firm to operate the software. Typically engineering firms employ complex, detailed planning software that is otherwise poorly suited for most utility owners to support. Consequently, utility owners are often somewhat lacking in the capacity to develop large scale alternatives that should typically precede the detailed planning that engineering firms are best suited to support. As reclaimed engineering projects are further developed, Staff intends to return to the HDR team for future City reclaimed system engineering design and systems planning requirements. In comparing the proposals, Staff noted that HDR’s charge rates were comparable to the charge rates of both Black & Veatch and Stantec. The number of hours HDR had assigned to the required tasks were also appropriate to the scope of the engineering services.

Staff is also recommending transferring the balance of three separate reclaimed water improvement capital project accounts into the Reclaimed System Improvements capital account. These include a Reclaimed Water User Retrofits account, a Reclaimed Water New Customer Connections account and an account to fund a line extension within the Westmoor commercial development.

The Reclaimed Water User Retrofits account and the Reclaimed New Customer Connections account were originally created to convert potable water irrigation customers to the reclaimed water system and to assist with the connection of new customers. These accounts were originally funded to complete multiple small projects. In practice, reclaimed water system improvement projects have been packaged together for design and construction because they require the same expertise. This project has pieces that were originally budgeted in the 2009 Reclaimed System Improvements capital account, the Reclaimed Water Retrofits capital account and the Reclaimed Water New Customer Connections capital account. To avoid further confusion and to simplify budget tracking and project management, Staff would like to consolidate the Retrofits account and the New User Connections account into the 2009 Reclaimed System Improvements account. These funds will be used to complete this project, and other reclaimed water improvement projects that were originally identified for completion during the budget cycle.

The Westmoor line extension project will not be completed as the development that this project was designed to serve is not being built. Staff recommends transferring the balance of the Westmoor Line Extension capital account into the Reclaimed System Improvements account as planned.

<u>Project Account to be Transferred</u>	<u>Account Balance</u>
Reclaimed Water User Retrofits	\$217,630
Reclaimed Water New Customer Connections	\$82,239
Westmoor project account	\$200,000
<b>Total Requested Transfer</b>	<b>\$499,869</b>

Consolidation of these three reclaimed water capital project accounts into the 2009 Reclaimed Water System Improvements account will allow for improved project management and budget tracking.

The timely completion of the Reclaimed Water Valves, Meter Vaults, and Irrigation Services Improvements Project will assist the City in meeting the City Council's Strategic Plan goals of providing a "Financially Sound City Government" and "Vibrant Neighborhoods." With the reclaimed water improvements in place, system wide changes will be made to the reclaimed water distribution system that will improve its operations and maintenance. The project will also increase the customer base of the reclaimed water distribution system, converting more of the City's potable water irrigation consumption to reclaimed water consumption. Consolidating the reclaimed water capital project accounts meets the City's goal of providing a "Financial Sustainable City Government" by more efficiently tracking project costs and contracts.

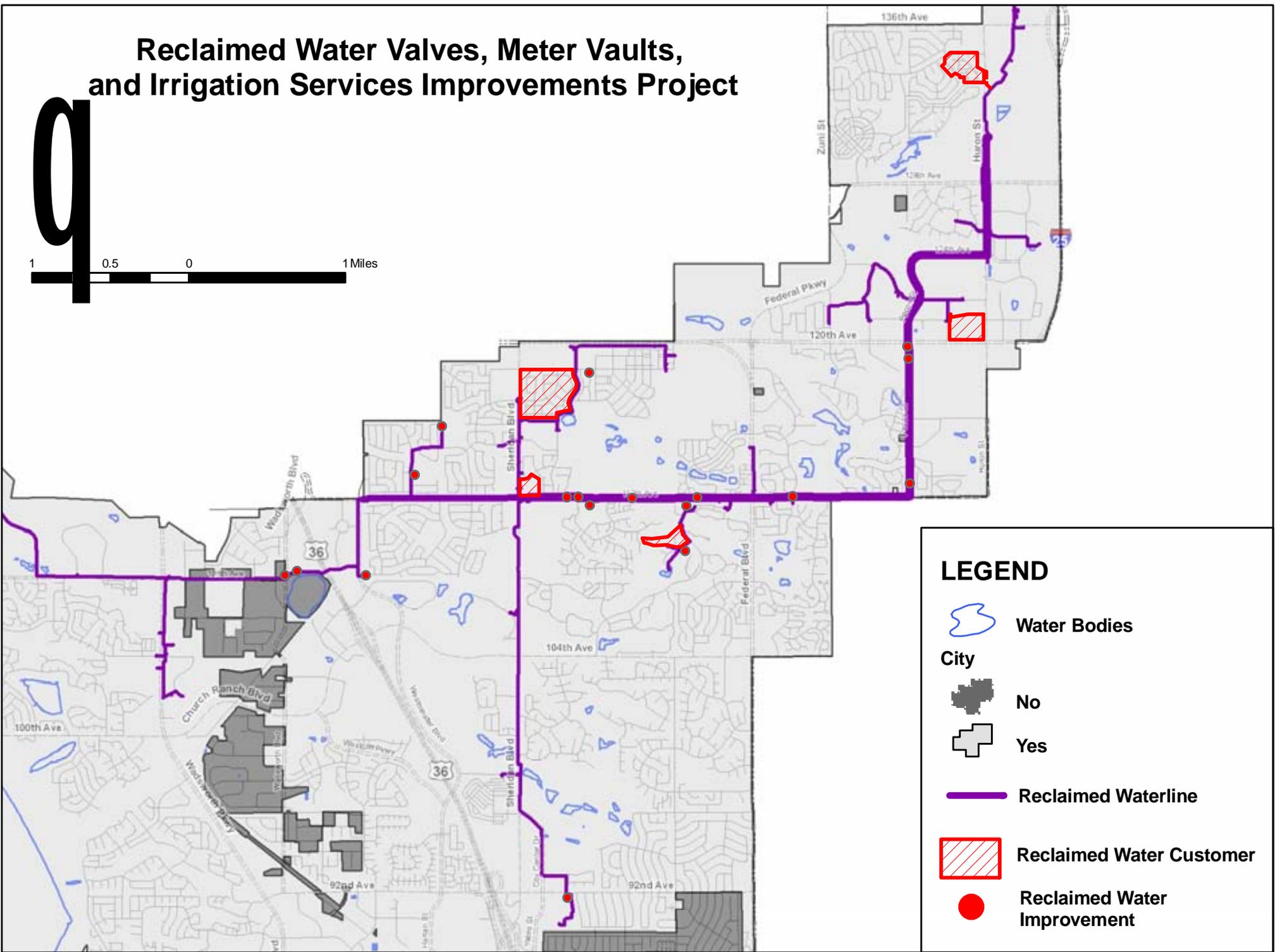
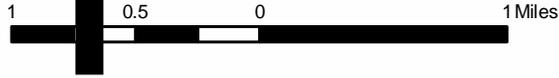
Respectfully submitted,

J. Brent McFall  
City Manager

Attachment: Project Site Map

# Reclaimed Water Valves, Meter Vaults, and Irrigation Services Improvements Project

# q



## LEGEND

- Water Bodies
- City**
  - No
  - Yes
- Reclaimed Waterline
- Reclaimed Water Customer
- Reclaimed Water Improvement



**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
August 10, 2009



**SUBJECT:** Election Services Intergovernmental Agreements with Adams and Jefferson Counties

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

**Recommended City Council Action**

Authorize the City Manager to execute Intergovernmental Agreements with Adams County and with Jefferson County for November 3, 2009 coordinated election services, including expenses currently projected at \$105,000.

**Summary Statement**

- Section 1-7-116(2), C.R.S. requires the County Clerk and all jurisdictions wishing to participate in a coordinated election execute an agreement setting forth estimated costs of the election services provided by the County, as well as the duties of the County Clerk and of the designated election official for the jurisdiction.
- The statutory deadline for full execution of these agreements is August 25. In order to meet the deadline in Adams County, the agreement must be signed by local jurisdictions and returned to the County no later than August 13 because the County Commissioners are on a reduced work schedule in August.
- Title VII of the Westminster Municipal Code provides that municipal elections be conducted as coordinated elections whenever possible and grants authority for execution of these Intergovernmental Agreements (IGAs) by the City Manager. Council approval is requested because the overall budget commitment that results from execution of the IGAs will exceed the \$40,000 budgeted for election services in 2009 and may exceed \$50,000 in each County.

**Expenditure Required:** \$105,000 (estimate)

**Source of Funds:** \$40,000 - City Clerk's Office Contract Services in General Fund  
Balance to be requested from contingency upon receipt of invoices

## **Policy Issue**

Does City Council wish to sign an IGA so the City can participate in 2009 coordinated elections conducted by the Adams County Clerk and the Jefferson County Clerk?

## **Alternative**

The November 3, 2009 election could be conducted independently by contracting with a private company for election services. This alternative has been explored and is not recommended because the associated costs would be comparable to participating in the coordinated elections.

## **Background Information**

Coordinated elections were created as a mechanism to facilitate TABOR (Taxpayers' Bill of Rights) provisions when it was adopted as a Constitutional amendment by the Colorado electorate. To participate in coordinated elections, IGAs are statutorily required to identify and agree to projected costs, as well as duties and responsibilities of each entity. Coordinated elections are intended to be an efficient means of combining taxpayer resources so that one ballot containing all questions on which an elector is eligible to vote can be issued, thus avoiding duplication of costs in multiple jurisdictions and voter confusion about multiple ballots and voting locations on Election Day.

While coordinated elections are a success, federal and state laws enacted to ensure access to the ballot by all and to renew confidence in the integrity of the election process have increased the cost of conducting elections of any kind and at every level. A few of the reasons for these increased costs include:

- multiple ballot styles have to be printed to not only make certain every contest, question and issue on which each elector is eligible to vote is on the ballot issued, but also to produce counts that reflect ballot totals by precinct per federal mandates;
- increased postage cost; and
- the cost associated with increased security for voting equipment while being stored or used.

This year's coordinated elections in both Adams and Jefferson Counties will be conducted by mail. Until 2009, mail ballot election statutes provided that a ballot had to be mailed to every active voter. This year ballots must be mailed to every "active" and "active, failed to vote" elector. This translates to potentially 21,850 more ballots being mailed this year than were mailed during our last municipal election in 2007.

In addition to the described impacts, the state will not be contributing to the cost of the election because there will be no state candidates, issues, amendments, or questions on the upcoming ballot.

The 2007 IGA with Adams County estimated a cost of \$1.25 per active registered elector. The estimated cost this year is \$2 per "active" and "active, failed to vote" registered elector, which will be approximately \$68,000 if accurate. Jefferson County's IGA uses a formula that is based on the number of ballot styles and voters receiving the ballot to produce a percentage for the City. That percentage is applied to total cost to determine our cost. While impossible to predict until the election is complete and all numbers in the formula and costs are known, it is estimated that costs in Jefferson County could approach \$37,000 this year. In 2007 the City's cost to both counties totaled \$37,800. Our ballot content in 2007 is comparable to what is expected this year and will include candidates only.

After receipt of the IGA from Adams County and realizing the increase cost projected in that county alone exceeds the amount budgeted by \$28,000, staff began researching what our cost would be to conduct a mail ballot election independently. The cost to contract with a company for election equipment and printing would be at least \$55,000; cost of postage \$27,900; cost of election judges \$37,000. These costs, which are by no means complete, exceed the projected costs of contracting with both counties as we have in the past.

Considering all factors, Staff recommends that the attached IGAs for election services be executed by the City Manager so the City can participate in the November 3, 2009 coordinated elections and anticipates the need to request a contingency transfer in late 2009 when final invoices are received from both counties.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachments – Jefferson County IGA for Election Services  
Adams County IGA for Election Services

## INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this \_\_\_th day of August, 2009, by and between the CLERK AND RECORDER FOR THE COUNTY OF JEFFERSON, STATE OF COLORADO ("County Clerk") and the City of Westminster ("Jurisdiction"), collectively referred to as the "Parties."

### WITNESSETH

WHEREAS, pursuant to §1-7-116(2), C.R.S., as amended, the County Clerk and the Jurisdiction shall enter into an agreement for the administration of their respective duties concerning the conduct of the coordinated election to be held on November 3, 2009 ("Election"); and

WHEREAS, the County Clerk and the Jurisdiction are authorized to conduct elections as provided by law; and

WHEREAS, the County Clerk will conduct the Election as a "coordinated mail ballot election" as such term is defined in the Uniform Election Code of 1992, Title 1, C.R.S., as amended ("Code") and the Current Rules and Regulations Governing Election Procedures adopted by the Secretary of State, as amended ("Rules"); and

WHEREAS, the Jurisdiction has certain candidates, ballot issues and/or ballot questions to present to its eligible electors and shall participate in this coordinated election; and

WHEREAS, the County Clerk and the Jurisdiction have determined that it is in the best interests of Jefferson County, the Jurisdiction and their respective inhabitants to cooperate and contract concerning the Election upon the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the promises herein contained, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

### ARTICLE I PURPOSE AND GENERAL MATTERS

**1.01** Goal. The purpose of this Agreement is to set forth the tasks to be completed by the County Clerk and the Jurisdiction to conduct the Election and to pro-rate the cost thereof.

**1.02** Coordinated Election Official. The County Clerk shall act as the Coordinated Election Official in accordance with the Code and Rules and as such shall conduct the Election for the Jurisdiction for all matters in the Code and the Rules which require action by the Coordinated Election Official.

The County Clerk designates Joshua B. Liss as the "Contact Officer" to act as the primary liaison between the County Clerk and the Jurisdiction. The Contact Officer shall act under the authority of the County Clerk and shall have the primary responsibility for the coordination of the Election with the Jurisdiction and completion of procedures assigned to the County Clerk hereunder. Nothing herein shall be deemed or construed to relieve the County Clerk or the Jurisdiction from their official responsibilities for the conduct of the Election.

**1.03**            **Designated Election Official.** The Jurisdiction designates Linda Yeager, City Clerk, as its "Election Officer" to act as primary liaison between the Jurisdiction and Contact Officer. The Election Officer shall have primary responsibility for the Election procedures to be handled by the Jurisdiction. Except as otherwise provided in this Agreement, the Election Officer shall act as the "Designated Election Official" for all matters under the Code and the Rules which require action by the Designated Election Official. From the date of the last party's execution of this Agreement through canvass of the Jurisdiction's election following the Election, the Election Officer shall be readily available and accessible during regular business hours, and at other times when notified by Contact Officer in advance, for the purposes of consultation and decision-making on behalf of the Jurisdiction. In addition, the Election Officer is responsible for receiving and timely responding to inquiries made by their voters or others interested in the Jurisdiction's election.

**1.04**            **Jurisdictional Limitation.** The Jurisdiction encompasses territory within Jefferson County. This Agreement shall be construed to apply only to that portion of the Jurisdiction within Jefferson County.

**1.05**            **Term.** The term of this Agreement shall be from the date of the last party's execution until December 31, 2009, and shall apply only to the November 3, 2009 election.

## ARTICLE II DUTIES OF THE COUNTY CLERK

**2.01**            **County Clerk Duties.** The County Clerk shall perform the following duties for the Election for the Jurisdiction:

**A.     Voter Registration.**

1.        Supervise, administer and provide the necessary facilities and forms for all regular voter registration sites.
2.        Notify the Jurisdiction of the certified number of registered electors residing within the Jurisdiction as of the close of the registration books on the twenty-ninth (29th) day prior to the Election.

**B. Ballot Preparation.**

1. Layout the text of the ballot in a format that complies with the Code and the Rules.
2. Provide ballot printing layouts and text for proofreading and signature approval by the Jurisdiction.
3. Certify the ballot content to the printer(s).
4. Contract for mailed ballot packets with a vendor acceptable to the County Clerk and remit payment directly to the vendor.

**C. Voter Lists.**

1. Upon request of the Jurisdiction, create a list of the registered voters containing the names and addresses of each elector registered to vote in the Jurisdiction. The Jurisdiction shall pay the County Clerk for the cost of such list at the County Clerk's standard rate.
2. Upon request of the Jurisdiction, certify the registration list to the designated representative(s) of the Jurisdiction.

**D. Staff.** Appoint and train a sufficient number of qualified staff to adequately serve the number of electors registered to vote at the coordinated election. Subject to the cost-sharing limitations of §1-7-116(2), C.R.S., the Jurisdiction shall pay a percentage of the total cost for the staff (*cost will be determined by using total hours worked by staff from the registration cut-off date of October 5, 2009 through election day, November 3, 2009*). Such percentage shall be determined by dividing the number of voters in the Jurisdiction by the total number of voters in the County (*based upon the total number of registered voters at the cut-off date*).

**E. Mail Ballots.** Mail the ballot packets as required by the Code and the Rules.

**F. Absentee Voting.**

1. Conduct absentee and emergency voting in the County Clerk's office for the Jurisdiction as required by the Code.
2. Obtain and provide all ballots and supplies necessary for absentee and emergency voting and replacement ballots.

**G. Election Supplies.** Provide all necessary equipment, forms and supplies to conduct the Election, including the County's electronic vote counting equipment. The Jurisdiction is to be charged the pro-rated costs (as defined in Article IV) of any computer programs which will count

the voted ballots as well as pre-election preventive maintenance and on-site technical personnel on Election night.

**H. Election Day Preparation.**

1. Prepare a test deck for the pre-election logic and accuracy test to be conducted prior to the counting of ballots in accordance with C.R.S. §1-7-509(2) and the Rules.
2. Provide necessary electronic vote tabulating equipment (computer), personnel properly trained in electronic tabulating equipment, facility and equipment and to arrange for computer running time as necessary for the pre-election logic and accuracy test and for Election day.

**I. Voted Ballot Deposit**

1. Provide a ballot box and seal within the Jurisdiction's primary business location for the use by all county voters.
2. Provide daily business-day pick-up of the sealed ballot box containing voted ballots from all assigned locations, and provide a replacement empty ballot box and seal.

**J. Election Day Activities.**

1. Provide Election day telephone and in person support from 6:00 a.m. to the conclusion of the count on Election night.
2. Inspect voted ballots, count the ballots and furnish the Jurisdiction with unofficial results of the Election.

**K. Counting the Ballots.**

1. Conduct and oversee the process of counting the ballots and reporting the results by Jurisdiction.
2. Establish backup procedures and backup sites for the counting of the Election should the counting equipment fail during the count. Should the equipment fail, and it is determined that the counting procedures will not be recovered within a reasonable period of time, the counting procedures will be moved to a predetermined and pretested site for the duration of the Election counting procedures.
3. Provide personnel to participate in the ballot counting procedures as accomplished by any electronic vote tabulating equipment used in the Election. The Jurisdiction personnel shall participate with personnel from the County Clerk's Office to ensure Jurisdiction participation in each of the electronic vote tabulating procedures that shall be used.

**L. Certification of Results.**

1. Appoint, instruct and otherwise oversee the board of canvassers.
2. Certify the results of the Jurisdiction's Election within the time required by law and forthwith provide the Jurisdiction with a copy of all Election statements and certificates which are to be created under the Code.
3. In the event a recount is necessary, conduct a recount in accordance with the law.
4. Conduct the post-election audit of voting equipment and vote-counting equipment, in accordance with §1-7-509, C.R.S. and the Rules.

**M. Storage and Records.**

1. Store all election records as required by law. Store all voted and unvoted ballots for that time required by the Code, store voter affidavits of electors who cast ballots in the Election for a minimum of twenty-five (25) months in such a manner that they may be accessed by the Jurisdiction, if necessary, to resolve any challenge or other legal questions that might arise regarding the Election.
2. Capture the vote history for the County Election Department's vote history file by County precinct.

Nothing contained in this Agreement is intended to expand the duties of the County Clerk beyond those duties set forth in the Code or the Rules.

**ARTICLE III  
DUTIES OF JURISDICTION**

**3.01** Jurisdiction Duties. The Jurisdiction shall perform the following duties for the Election:

**A. Authority.** Provide the County Clerk with a copy of the ordinance or resolution stating that the Jurisdiction has adopted the Code and that the Jurisdiction will participate in the coordinated Election in accordance with the terms and conditions of this Agreement. The ordinance or resolution shall further authorize the presiding officer of the Jurisdiction or other designated person to execute this Agreement.

**B. Call and Notice.** Publish all notices relative to the Election as required by the Code, the Rules, the Jurisdiction's Charter and any other statute, rule or regulation.

**C. Voting Jurisdiction.** Furnish the County Clerk with maps or other legal descriptions of each precinct, ward and/or voting jurisdiction no later than August 25, 2009.

**D. Petitions, Preparation and Verification.** Perform all responsibilities required to certify any candidate and/or initiative petition(s) to the ballot.

**E. Ballot Preparation.**

1. Submit a copy of the list of Candidates, Ballot Issues and/or Ballot Questions and the titles and summaries of each Ballot Issue or Ballot Question to the County Clerk in computer email, CD or diskette format exactly as the list is to be printed on the ballot pages no later than September 4, 2009 at 3:00 p.m.

2. Proof the layout and text of the official ballot before authorizing the printing of the ballot by signature approval to the County Clerk.

**F. Election Day Preparation.** The Jurisdiction shall be responsible for providing a minimum of one (1) person to represent the Jurisdiction at the pre-election logic and accuracy test conducted pursuant to §1-7-509(2), C.R.S. and Rule 11.5; and a minimum of one (1) person to represent the Jurisdiction on the Canvass Board, which shall be established as provided in §§1-10-202 through 1-10-205, C.R.S.. The name of the representative shall be submitted to the Contact Officer on or before October 19, 2009, the 15<sup>th</sup> day prior to the election. The County Clerk will provide the Jurisdiction at least seventy-two hours notice of the pre-election testing.

**G. Voted Ballot Deposit.**

1. Provide a prominent location for a sealed ballot box in which all county voters may deposit their voted ballot. [The ballot box must be available to voters from 7:00 a.m. to 7:00 p.m. on Election Day.]

2. Provide constant supervision during business hours for the ballot box and assure that the ballot box is at no time left unattended.

3. Provide a secure, locked storage location for the ballot box during all non-business hours.

4. The Jurisdiction is responsible for the secure delivery of the remaining sealed ballot box to the County Clerk immediately after the polls close on Election Day.

**H. Counting the Ballots.** Participate in each of the electronic vote tabulating procedures that shall be used.

**3.02 Cancellation of Election by the Jurisdiction.** In the event that the Jurisdiction resolves not to hold the Election, then notice of such resolution shall be provided to the County Clerk immediately. The Jurisdiction shall within thirty (30) days promptly pay the County Clerk the full actual costs of the activities of the County Clerk relating to the Election incurred both



To Jurisdiction: Linda Yeager  
City Clerk  
City of Westminster  
4800 West 92<sup>nd</sup> Avenue  
Westminster, CO 80031

with a copy to: Martin McCullough  
City Attorney  
City of Westminster  
4800 West 92<sup>nd</sup> Avenue  
Westminster, CO 80031

**5.02** **Amendment.** This Agreement may be amended only in writing and following the same formality as the execution of this Agreement.

**5.03** **Integration.** The Parties acknowledge that this Agreement constitutes the sole agreement between them relating to the subject matter hereof and that no Party is relying upon any oral representation made by another Party or employee, agent or officer of that Party.

**5.04** **Indemnification.** To the extent permitted by law, each party agrees to indemnify, defend and hold harmless the other party, its agents, officers and employees from any and all losses, costs (including attorney's fees and court costs), demands or actions arising out of or related to any actions, errors or omissions relating to the duties and responsibilities of the indemnifying party in the conduct of the Election.

**5.05** **Conflict of Agreement with Law Impairment.** In the event that any provision in this Agreement conflicts with the Code, other statute or valid prior resolution or ordinance duly adopted by the Jurisdiction, this Agreement shall be modified to conform to such law or resolution. No subsequent resolution or ordinance of the Jurisdiction shall impair the rights of the County Clerk or the Jurisdiction hereunder without the consent of the other party to this Agreement.

**5.06** **Time of Essence.** Time is of the essence of this Agreement. The time requirements of the Code and the Rules shall apply to completion of the tasks required by this Agreement.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement.

ATTEST:

CLERK AND RECORDER FOR THE  
COUNTY OF JEFFERSON  
STATE OF COLORADO

\_\_\_\_\_

By \_\_\_\_\_  
Pamela Y. Anderson

Date \_\_\_\_\_

ATTEST:

JURISDICTION:

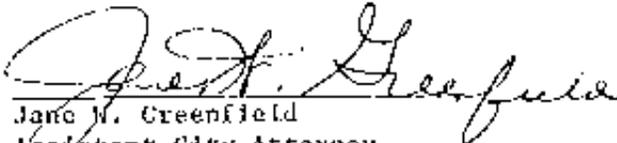
By \_\_\_\_\_  
Name/Title \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
David Wunderlich  
Assistant County Attorney

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jane M. Greenfield  
Assistant City Attorney  
City of Westminster

## HOW TO FIGURE OUT THE ELECTION COST FOR AN ENTITY

- 1) Each ballot style is comprised of different combinations of entities on the ballot. For example ballot style 1 might be the County and State only, ballot style 2 might be County, State, and the Jurisdiction.
- 2) The total number of voters in each ballot style is determined. These numbers can be ascertained by running a computer program once the ballot style information is entered into the system. Then the total number of voters for each entity in a ballot style is determined by taking the total number of voters in each ballot style and dividing it by the number of entities in the ballot style. If, using the explanation in number 1, ballot style 2 had 100 voters, then each entity would have 33 voters because three entities share the ballot style.
- 3) The total number of voters a certain entity is responsible for in a ballot style is divided by the total number of registered voters. The decimal point must be moved over two places to the right. This will determine the percentage that the entity is responsible for in that ballot style.
- 4) After all ballot styles are completed, a running tally of the percentage numbers is done for each entity to get the grand total of percentage. For example, if the Jurisdiction's percentage numbers in the ballot styles were .6%, .25%, and 3.5% the grand total of responsibility would be 4.125%.
- 5) That percentage grand total is used to find out how much the entity owes for the election. If the Jurisdiction's percentage is 4.125% and the total cost of the election is \$200,000, then the Jurisdiction would owe \$8250.00. The decimal point must be moved back two places to the left to make it whole dollars and not percent.

There is a \$1000 minimum so no entity would be charged less than that. All numbers used in the above explanation are for example and discussion purposes only and are not to be assumed the amount owed or the estimated amount owed in an election.

(YEAR) (ELECTION TITLE)  
(ENTITY'S)

STYLE NUMBER	NUMBER OF VOTERS	DIVIDE BY THE NUMBER OF ENTITIES	TOTAL VOTERS PER ENTITY	DIVIDE BY TOTAL NUMBER OF BALLOTS ISSUED IN JEEFCO	PERCENTAGE PER ENTITY
<b>TOTAL</b>				(000,000)	

TOTAL PERCENTAGE FOR (ENTITY)

<p><b>Exhibit A</b> <b>Page 2 of 2</b></p>
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**INTERGOVERNMENTAL AGREEMENT BETWEEN  
ADAMS COUNTY AND THE CITY OF WESTMINSTER  
FOR THE NOVEMBER 3, 2009 COORDINATED MAIL BALLOT ELECTION**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2009, by and between the Board of County Commissioners, Adams County, Colorado, located at 450 S. 4<sup>th</sup> Ave., Brighton, CO 80601, hereinafter referred to as the "County," the Adams County Clerk and Recorder, located at 1865 W. 121<sup>st</sup> Ave., Westminster, CO 80234, hereinafter referred to as the "Clerk and Recorder," and the City of Westminster, located at 4800 West 92<sup>nd</sup> Ave., Westminster, CO 80031, hereinafter referred to as the "City," for the purpose of conducting a coordinated, mail ballot election to be held on **November 3, 2009**. The County, the Clerk and Recorder, and the City may be collectively referred to herein as the "Parties."

**RECITALS**

WHEREAS, pursuant to Colo. Const. art. XIV, § 18(2)(a), and § 29-1-203, C.R.S., as amended, the County and the City may cooperate or contract with each other to provide any function or service lawfully authorized to each, and any such contract may provide for the sharing of costs, the imposition of taxes, and incurring of debt; and,

WHEREAS, pursuant to § 1-1-111, C.R.S. of the Uniform Election Code, as amended, hereinafter referred to as the "Code," the City is authorized to contract with the Clerk and Recorder to perform all or part of the duties associated with conducting elections; and,

WHEREAS, the County, the Clerk and Recorder, and the City have determined that it is in their best interests to conduct the election as a "coordinated, mail ballot election," as such terms are defined in the Code; and,

WHEREAS, the County, the Clerk and Recorder, and the City have determined that it is in the best interests of their respective residents to cooperate and contract concerning the election upon the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the promises herein contained, the sufficiency of which is acknowledged, the parties hereto agree as follows:

## AGREEMENT

### ARTICLE I: DUTIES OF THE CLERK AND RECORDER

1. **COORDINATED ELECTION OFFICIAL.** The Clerk and Recorder shall act as the "coordinated election official," pursuant to § 1-1-104(6.5), C.R.S., as amended, and shall be responsible for the conduct of the election, which shall be in accordance with the provisions of the Code, the Taxpayer's Bill of Rights, Colo. Const. art. X, § 20, hereinafter referred to as "TABOR," and any pertinent Rules promulgated by the Colorado Secretary of State, hereinafter referred to as the "Rules."

2. **MAIL BALLOT ELECTION.** The election on November 3, 2009 shall be conducted as a coordinated, mail ballot election, pursuant to the Code and the Rules. The Clerk and Recorder shall print and mail TABOR notices as appropriate and shall print, mail, receive, and tabulate the mail ballots.

3. **CONTACT OFFICER.** The Clerk and Recorder has designated Norma Burkhardt, whose telephone number is (303) 920-7875 and whose e-mail address is [nburkhardt@co.adams.co.us](mailto:nburkhardt@co.adams.co.us) as the "contact officer" to act as the primary liaison between the Clerk and Recorder and the City for the purposes of the election. The contact officer shall act under the authority of the Clerk and Recorder.

4. **PRECINCTS.** The Clerk and Recorder shall establish precincts, pursuant to the relevant provisions of the Code and/or Rules.

5. **VOTER LISTS.** Upon the request of the City, the Clerk and Recorder shall provide to the City a list of the names and addresses of the registered voters in the City. The list shall be certified by the Clerk and Recorder upon the request of the City's designated election official. The City shall reimburse the Clerk and Recorder for the cost of such list based on the Clerk and Recorder's standard rate of reimbursement. If the City's voter registration list contains the names of eligible voters not contained in the Clerk and Recorder's list, the City shall prepare and certify a copy of its list to the Clerk and Recorder in a timely manner. If the City believes the Clerk and Recorder's voter registration list is inaccurate, the City shall immediately advise the Clerk and Recorder and shall work with the Clerk and Recorder on corrections and revisions in a timely manner.

6. **EMERGENCY VOTING.** The Clerk and Recorder shall provide for emergency, mail-in, and provisional voting, pursuant to the relevant provisions of the Code and/or the Rules.

7. **CERTIFICATION OF RESULTS.** The Clerk and Recorder shall appoint a canvass board, pursuant to § 1-10-101 or § 1-10-201, *et seq.*, C.R.S., as amended.

8. **RECORDS AND STORAGE.** The Clerk and Recorder shall store all election records, and any other such materials as required under the Code, for a period of

at least twenty-five (25) months after the election. Such storage shall be accessible by the City, if required, upon accompaniment by the Clerk and Recorder or a designated representative, to resolve any challenges or other legal questions that might arise. In addition, upon request, the Clerk and Recorder shall compile a list of the names of persons who vote in the election and, upon request and payment by the City, shall provide to the City a printed or electronic list containing the names of those persons.

#### ARTICLE II: DUTIES OF THE CITY

1. DESIGNATED ELECTION OFFICIAL. The City has designated Linda Yeager, whose phone number is 303-658-2161 and whose e-mail address is [lyeager@cityofwestminster.us](mailto:lyeager@cityofwestminster.us), as its "designated election official," pursuant to § 1-1-104(8), C.R.S., as amended. The designated election official shall act as the primary liaison between the City and the Clerk and Recorder. All communications concerning the election, whether oral or in writing, shall be directed to the Adams County Election Department, 1865 W. 121<sup>st</sup> Avenue, Westminster, CO 80234; phone number: (303) 920-7875; and facsimile number: (303) 920-7888.

2. STREET LOCATOR FILE. In order for the Clerk and Recorder to provide correct ballots to electors, it is critical that the information contained in the City's locator file be accurate. It is the City's responsibility to ensure that the information contained in the locator file is an accurate representation of the City's street indexes contained within the City's legal boundaries. Consequently, as long as the Clerk and Recorder has been timely notified of the City's intent to participate in the coordinated general election, the Clerk and Recorder will provide to the City a street locator file by June 30, 2009. The file will contain a list of the street addresses the Clerk and Recorder's system currently shows as being located in the City. The designated election official for the City shall inspect the information contained in the locator file and shall notify the Clerk and Recorder's Office by July 17, 2009 of any changes, additions or deletions that need to be made. If required, the Clerk and Recorder will make the required changes and resubmit the locator file to the City. The City will inspect the file and shall make a final certification as to the accuracy of the locator file by no later than July 31, 2009. If the locator information and/or certification are not provided by the City on the date specified herein, the City may not participate in the coordinated, mail ballot election on November 3, 2009.

3. LEGAL NOTICES. The Clerk and Recorder shall publish notice of the election, as required by the Code, and such publication shall satisfy the publication requirement for all political subdivisions participating in the coordinated, mail ballot election, pursuant to § 1-5-205(1.4), C.R.S., as amended. However, the City shall post and/or publish any other legal notices required of the City, pursuant to relevant provisions of the Code, TABOR, the Rules, or the Colorado Municipal Code of 1965, § 31-10-101, *et seq.*, C.R.S., as amended, except as otherwise provided herein.

4. DROP OFF SITES. If a City facility is used as a drop off site, the City Clerk will ensure that all applicable laws, Rules and instructions provided by the Clerk

and Recorder will be followed by all City staff attending the ballot box. Training will be provided by the Clerk and Recorder staff at the election office and at least one individual representing the City Clerk's office shall attend prior to a City facility becoming a drop off site. On Election Day the drop off site shall be open to the public from 7 a.m. until 7 p.m. and a representative of the City Clerk's office will be present and available at the drop off site until the ballot box is picked up by the Clerk and Recorder staff.

5. **PETITION FOR NOMINATION.** Petitions for nomination, where applicable, shall be made available through the City's designated election official, pursuant to the applicable laws and/or rules.

6. **PETITION VERIFICATION.** Signatures on nomination petitions, where applicable, shall be verified by the City, pursuant to the applicable laws and/or rules.

7. **WRITE-IN CANDIDATES.** Affidavits of intent to become a write-in candidate, where applicable, shall be filed with the City's designated election official, pursuant to the applicable laws and/or rules.

8. **BALLOT CERTIFICATION AND PREPARATION.**

The City shall provide to the Clerk and Recorder the City's ballot text by no later than **September 4, 2009 at 3:00 p.m.**, which is sixty (60) days prior to the election, pursuant to § 1-5-203, C.R.S., as amended. The City shall be solely responsible for the language, content, and accuracy of the ballot text.

The ballot text shall be submitted by e-mail as an attachment that conforms to the following requirements, to Norma Burkhart at [nburkhart@co.adams.co.us](mailto:nburkhart@co.adams.co.us), with a hard copy delivered to the Election Department, 1865 W. 121<sup>st</sup> Avenue, Westminster, CO 80234.

In accordance with C.R.S. § 1-5-407(7), no printing or distinguishing marks shall be on the ballot except as specifically provided in the code. Additionally, the ballot text **SHALL BE PROVIDED IN MICROSOFT WORD FORMAT, IN ARIAL TEN (10) POINT FONT, AND WITH NO EXTRAORDINARY FORMATTING OF ANY KIND** (including, but not limited to, no bullets, text boxes, charts, spread sheets, bolding, strike-outs, strike-throughs, quotation marks, or symbols).

All races must include the "term of office" and "vote for #!" information.

An audio copy of all candidate names for City's portion of the ballot must be provided in a .wav file format attached to an email addressed to Norma Burkhart at [nburkhart@co.adams.co.us](mailto:nburkhart@co.adams.co.us) by no later than the ballot certification deadline of **September 4, 2009 at 3:00 p.m.**

Within one (1) business day of receiving a "proof-ready" copy of the ballot text from the Clerk and Recorder, the City shall proof and authorize the text and layout of its portion of

the ballot prior to the printing of ballots. The City will be allowed to make corrections to the ballot proof copy only within the one (1) business day period, but, in any event, any changes or corrections to the text **must be received by the Clerk and Recorder's Office by no later than 1:00 p.m. on September 9, 2009.** After that, the ballots will be printed.

9. **BALLOT INQUIRIES.** All inquiries and applications received by the City regarding emergency, mail-in, and provisional ballots shall be forwarded to the Clerk and Recorder.

10. **ELECTION TABULATION.** The City shall attend and observe any ballot testing, as requested and scheduled by the Clerk and Recorder, prior to the coordinated, mail ballot election. The City shall also attend and observe any post-election audit conducted after Election Day, pursuant to §§ 1-7-509 and 1-7-514, C.R.S., as amended. **The City understands that election results will not be final and official until certified by the canvas board, which may be up to 18 days after Election Day.**

11. **ELECTION DAY.** On Election Day, the City shall provide election support by telephone and/or in-person from 7 a.m. until 7 p.m. or longer, as requested by the Clerk and Recorder.

### ARTICLE III: TABOR

The City shall be solely responsible for its compliance with the requirements of TABOR, Colo. Const. art. X, § 20, for the purposes of the election, unless otherwise specified herein.

If the City is required to prepare a **TABOR notice for any ballot issue(s)**, the City shall be solely responsible for its preparation, accuracy, and the language contained therein, and shall submit such notice, including pro and con summaries and fiscal information, to the Clerk and Recorder by no later than **September 22, 2009 at 3:00p.m.**, which is forty-two (42) days prior to the election, pursuant to § 1-7-904, C.R.S., as amended. Such notice, including pro and con summaries and fiscal information, shall be submitted by e-mail as an attachment that conforms to the following requirements to Norma Burkhart at [nburkhart@co.adams.co.us](mailto:nburkhart@co.adams.co.us), with a hard copy mailed to the Election Department, 1865 W. 121<sup>st</sup> Avenue, Westminster, CO 80234. The notice **SHALL BE PROVIDED IN MICROSOFT WORD FORMAT, IN ARIAL TEN (10) POINT FONT, AND WITH NO EXTRAORDINARY FORMATTING OF ANY KIND** (including, but not limited to, no bullets, text boxes, charts, spread sheets, strike-outs, strike-throughs, bolding, or symbols). If the Clerk and Recorder is responsible for preparing a TABOR notice package, the Clerk and Recorder shall do so in compliance with the provisions of TABOR, Colo. Const. art. X, § 20, and any pertinent Rules.

Except as otherwise specified herein, the Clerk and Recorder shall in no manner be responsible for the City's compliance with the requirements of TABOR, nor shall the Clerk and Recorder in any manner be responsible for the language contained in the TABOR notice(s) prepared by the City. The City shall be solely responsible for

calculating and providing to the Clerk and Recorder any fiscal information necessary to comply with TABOR, Colo. Const. art. X, § 20(3)(b), and the Clerk and Recorder shall in no way be responsible for the accuracy of the fiscal information, which shall be placed on the ballot issue notice as provided by the City.

#### ARTICLE IV: COSTS

The City shall reimburse the County for its prorata share of the actual costs of the coordinated, mail ballot election, as permitted under § 1-7-116(2)(b), C.R.S., as amended, including the costs associated with the mailing of the TABOR notice package (if applicable). Such proration shall be made based upon a formula of "accumulated active" and "inactive, failed to vote" voters within each entity participating in the coordinated, mail ballot election. The prorated actual costs shall include those expenses permitted by state law including, but not limited to, the costs of temporary labor, part-time labor, overtime, postage, equipment delivery, extraordinary equipment rental, printing, legal publications, mailing, materials, vote center costs if applicable, election worker expenses, and other costs. Actual costs may include charges for extraordinary ballot question length if said length results in increased printing costs. For the 2009 coordinated, mail ballot election it is estimated that costs to the City will be approximately \$2.00 per "active registered" and "inactive, failed to vote" voter within the City. This is an estimate only. There may be additional factors, for example anticipated voter turn out, that may affect this cost estimate. TABOR notice costs will be additional and will be billed for printing based on the number of pages consumed by the City. TABOR mailing costs will be based on the number of "active registered" and "inactive, failed to vote" voter households in the City. The County shall submit to the City an itemized invoice for all expenses incurred under this Agreement, and the City shall remit to the County the total payment within thirty (30) days of the receipt of such invoice. If the invoice is not paid in full within thirty (30) days, the balance due may be subject to a ten percent (10%) per annum interest rate from the date due until paid in full.

#### ARTICLE V: CANCELLATION OF THE ELECTION

In the event the election is canceled prior to **November 3, 2009**, notice of such cancellation shall be provided by the City to the Clerk and Recorder. The City shall reimburse the County for the actual expenses incurred in preparing for the election, and those expenses shall be paid by the City to the County within thirty (30) days of the receipt of an invoice therefor. If cancellation occurs after the certification deadline, full election costs may be incurred. If the actual expenses are not paid in full within thirty (30) days, the balance due may be subject to a ten percent (10%) per annum interest rate from the date due until paid in full.

#### ARTICLE VI: DAMAGES

Subject to the provisions of the Colorado Governmental Immunity Act, each party assumes liability for losses, costs, demands or actions arising out of or related to any

actions, errors or omissions of its officers, employees, or agents in fulfilling its responsibilities for the election or under this Agreement. Nothing contained in this Agreement shall constitute any waiver by either party of the provisions of the Colorado Governmental Immunity Act or any other immunity or defense provided by statute or common law.

## ARTICLE VII: CONDUCT OF THE ELECTION

It is the intent of the parties that the County shall conduct the coordinated, mail ballot election and the City shall timely supply the Clerk and Recorder with all information needed by the County for that part of the election that is related to the City.

## ARTICLE VIII: MISCELLANEOUS

1. NOTICES. Any and all notices required to be given to the Parties by this Agreement are deemed to have been received and to be effective: a) three (3) days after the same shall have been mailed by certified mail, return receipt requested; b) immediately upon hand delivery; or c) immediately upon receipt of confirmation that a facsimile transmission thereof was received. All notices shall be addressed to the parties as set forth below:

For the County:

Hal B. Warren, County Attorney  
Jennifer D. Stanley, Assistant County Attorney  
Adams County Attorney's Office  
450 S. 4<sup>th</sup> Avenue  
Brighton, Colorado 80601  
Phone: (303) 654-6116  
Facsimile: (303) 654-6114  
[hwarren@co.adams.co.us](mailto:hwarren@co.adams.co.us)  
[jstanley@co.adams.co.us](mailto:jstanley@co.adams.co.us)

For the Clerk and Recorder:

Karen Long  
Adams County Clerk and Recorder  
1865 W. 121<sup>st</sup> Avenue  
Westminster, Colorado 80234  
Phone: (303) 654-6015  
Facsimile: (303) 654-6009  
E-mail: [klong@co.adams.co.us](mailto:klong@co.adams.co.us)

Norma Burkhart, Elections Administrator  
Adams County Election Department  
1865 W. 121<sup>st</sup> Avenue  
Westminster, CO 80234  
Phone: (303) 920-7875  
Facsimile: (303) 920-7888  
E-mail: [nburkhart@co.adams.co.us](mailto:nburkhart@co.adams.co.us)

For the City:

Linda Yeager  
City of Westminster  
4800 West 92nd Avenue  
Westminster, CO 80031  
Phone: 303-658-2161  
Facsimile: 303-706-3924  
E-mail: lyeager@cityofwestminster.us

OFFICE OF THE CITY ATTORNEY  
Marty McCullough  
City of Westminster  
4800 West 92nd Avenue  
Westminster, CO 80031  
Phone: 303-658-2231  
Facsimile: 303-706-3920  
E-mail: mmccullough@cityofwestminster.us

2. **INTEGRATION OF UNDERSTANDING.** This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by all of the parties.

3. **SEVERABILITY.** If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect. No subsequent resolution or ordinance enacted by the County or the City shall impair the rights of the County, the Clerk and Recorder, or the City hereunder without the written consent of all of the parties.

4. **TIME OF ESSENCE.** Time is of the essence under this Agreement. The statutory time frames or requirements of the Code, TABOR, and the Rules shall apply to the completion of any duties or tasks required under this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement to be effective as of the date first written above.

BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

ATTEST:  
KAREN LONG,  
CLERK AND RECORDER

Approved as to form:

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Adams County Attorney's Office

CLERK AND RECORDER  
ADAMS COUNTY, COLORADO

\_\_\_\_\_  
Karen Long

\_\_\_\_\_  
Date

Linda Yeager  
FOR THE CITY:

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

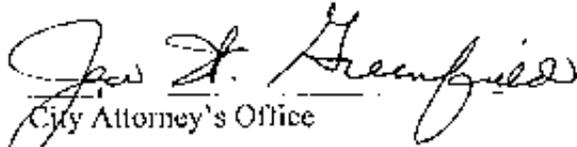
\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

Approved as to form:

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



# Agenda Item 8 F-H

## WESTMINSTER COLORADO

### Agenda Memorandum

City Council Meeting  
August 10, 2009



**SUBJECT:** Second Reading of Councillor’s Bill No. 20, 21, and 22 re the Annexation, Comprehensive Land Use Plan Amendment, and Zoning for the Teeples Property Open Space

**Prepared By:** Walter Patrick, Planner I

### Recommended City Council Action

1. Pass Councillor’s Bill No. 20 on second reading annexing the Teeples Property Open Space into the City.
2. Pass Councillor’s Bill No. 21 on second reading amending the Comprehensive Land Use Plan for the Teeples Property Open Space changing the designation from Northeast Comprehensive Development Plan to City Owned Open Space. This recommendation is based on a finding that the proposed amendment will be in the public good and that:
  - a) There is justification for the proposed change and the Plan is in need of revision as proposed; and
  - b) The amendment is in conformance with the overall purpose and intent and the goals and policies of the Plan; and
  - c) The proposed amendment is compatible with existing and planned surrounding land uses; and
  - d) The proposed amendment would not result in excessive detrimental impacts to the City’s existing or planned infrastructure systems.
3. Pass Councillor’s Bill No. 22 on second reading approving the rezoning of the Teeples Property Open Space from R-1 (Jefferson County) to Open District. This recommendation is based on a finding that the criteria set forth in Section 11-5-3 Westminster Municipal Code have been met.

### Summary Statement

- The Teeples property consists of about 1 acre and is located on 108<sup>th</sup> Avenue just west of Zephyr Court.
- The property was purchased by the City in 2008 for Open Space purposes.
- The property is subject to the provisions of the Northeast Comprehensive Development Plan (NECDP) Subarea B, which permits open space uses on this property.
- These Councillor’s Bills were approved on first reading by City Council on July 27, 2009.

<b>Expenditure Required:</b>	\$ 0
<b>Source of Funds:</b>	N/A

Respectfully submitted,

J. Brent McFall  
City Manager  
Attachments

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **20**

SERIES OF 2009

INTRODUCED BY COUNCILLORS  
**Dittman- Major**

**A BILL**

**FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF  
CONTIGUOUS UNINCORPORATED TERRITORY IN THE NORTHWEST QUARTER OF  
SECTION 11, TOWNSHIP 2 SOUTH, RANGE 69 WEST, 6TH P.M., COUNTY OF JEFFERSON,  
STATE OF COLORADO, KNOWN AS THE TEEPLES PROPERTY**

WHEREAS, the City of Westminster is the sole owner of a parcel of land, which parcel is eligible for annexation under the provisions of Sections 31-12-104(a) and 31-12-105, C.R.S.; and

WHEREAS, the property to be annexed is not solely a public street or right-of-way and is therefore eligible to be annexed pursuant to Section 31-12-106(3), C.R.S.;

NOW, THEREFORE, the City of Westminster ordains:

Section 1. That the parcel of land, below described, meets the requirements of Sections 31-12-104(a) and 31-12-105, C.R.S. and annexation of the following described contiguous unincorporated territory, situate, lying and being in the County of Jefferson, State of Colorado, is hereby accomplished by and to the City of Westminster, State of Colorado:

The Teeples Open Space Property:

A parcel of land located in the northwest quarter of section 11, township 2 south, range 69 west of the sixth principal meridian, City of Westminster, County of Jefferson, State of Colorado, recorded under reception number F0558217, more particularly described as follows.

Commencing at the west quarter corner of said section 11, being a found in place 2-1/2" diameter aluminum cap LS 2419, whence the center quarter of said section, being a found in place 3-1/4" diameter aluminum cap illegible in range box is assumed to bear S 89°58'11" E, 2741.08 feet, with all bearings contained herein relative thereto; thence along the south line of the northwest quarter of said section S 89°58'11" E, 1137.56 (1137) feet; thence N 00°01'49"E, 25.00 feet to the true point of beginning; thence N 01°05'42" E, 313.40 feet; thence S 89°58'11" E, 139.00 feet; thence S01°05'42" W, 313.40 feet; thence N 89°58'11" W, 139 feet to the true point of beginning, containing 1.00 acres more or less.

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

Section 3. 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 27th day of July, 2009.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED  
this 10th day of August, 2009.

ATTEST:

\_\_\_\_\_  
Mayor

APPROVED AS TO LEGAL FORM:

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

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

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **21**

SERIES OF 2009

INTRODUCED BY COUNCILLORS

**Dittman- Major**

**A BILL  
FOR AN ORDINANCE AMENDING THE WESTMINSTER  
COMPREHENSIVE LAND USE PLAN**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

a. That the City has initiated an amendment to the Westminster Comprehensive Land Use Plan, pursuant to W.M.C. §11-4-16(D), for the properties described in attached Exhibit A, incorporated herein by reference, requesting a change in the land use designations from "Northeast Comprehensive Development Plan" to "City-Owned Open Space" for the 1-acre parcel located on 108<sup>TH</sup> Avenue just west of Zephyr Court.

b. That such amendment has been referred to the Planning Commission, which body held a public hearing thereon on June 23, 2009, after notice complying with W.M.C. §11-4-16(B) and has recommended approval of the requested amendment.

c. That notice of the public hearing before Council has been provided in compliance with W.M.C. §11-4-16(B).

d. That Council, having considered the recommendations of the Planning Commission, has completed a public hearing and has accepted and considered oral and written testimony on the requested amendments.

e. That the requested amendment will further the public good and will be in compliance with the overall purpose and intent of the Comprehensive Land Use Plan, particularly the goal that encourages the enhancement of the City's open space system to preserve and protect natural areas, vistas, and view corridors, and to complete the open space and trail system.

Section 2. The City Council approves the requested amendments and authorizes City Staff to make the necessary changes to the map and text of the Westminster Comprehensive Land Use Plan to change the designation(s) of the property more particularly described on attached Exhibit A, to "City-Owned Open Space", as depicted on the map attached as Exhibit B.

Section 3. Severability: 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 deemed unenforceable shall not affect any of the remaining provisions.

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

Section 5. 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 27<sup>th</sup> day of July, 2009.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 10th day of August, 2009.

\_\_\_\_\_  
Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

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

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

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **22**

SERIES OF 2009

INTRODUCED BY COUNCILLORS

**Dittman- Major**

**A BILL**

**FOR AN ORDINANCE AMENDING THE ZONING OF THE TEEPLES OPEN SPACE PROPERTY, A 1-ACRE PARCEL LOCATED ON 108<sup>TH</sup> AVENUE WEST OF ZEPHYR COURT, JEFFERSON COUNTY, COLORADO FROM R-1 (JEFFERSON COUNTY) TO O-1**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

a. That a rezoning of the property generally located on the north side 108<sup>TH</sup> Avenue just west of Zephyr Court, as described in attached Exhibit A, incorporated herein by reference, from the Jefferson County R-1 zone to an O-1 zone is desirable because:

1. The current zoning is inconsistent with one or more of the goals or objectives of the City's Comprehensive Land Use Plan.

b. That the notice requirements of W.M.C. §11-5-13 have been met.

c. That such rezoning has been referred to the Planning Commission, which body held a public hearing thereon on June 23, 2009, and has recommended approval of the requested amendment.

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.

e. That based on the evidence produced at the public hearing, a rezoning to the proposed O-1 zoning complies with all requirements of Westminster Municipal 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.

Section 2. The Zoning District Map of the City is hereby amended by reclassification of the property, described in Exhibit A, attached hereto and incorporated herein by reference, from the Jefferson County R-1 zoning district to the O-1 zoning district, as depicted on Exhibit B, 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 27th day of July, 2009.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 10th day of August, 2009.

\_\_\_\_\_  
Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

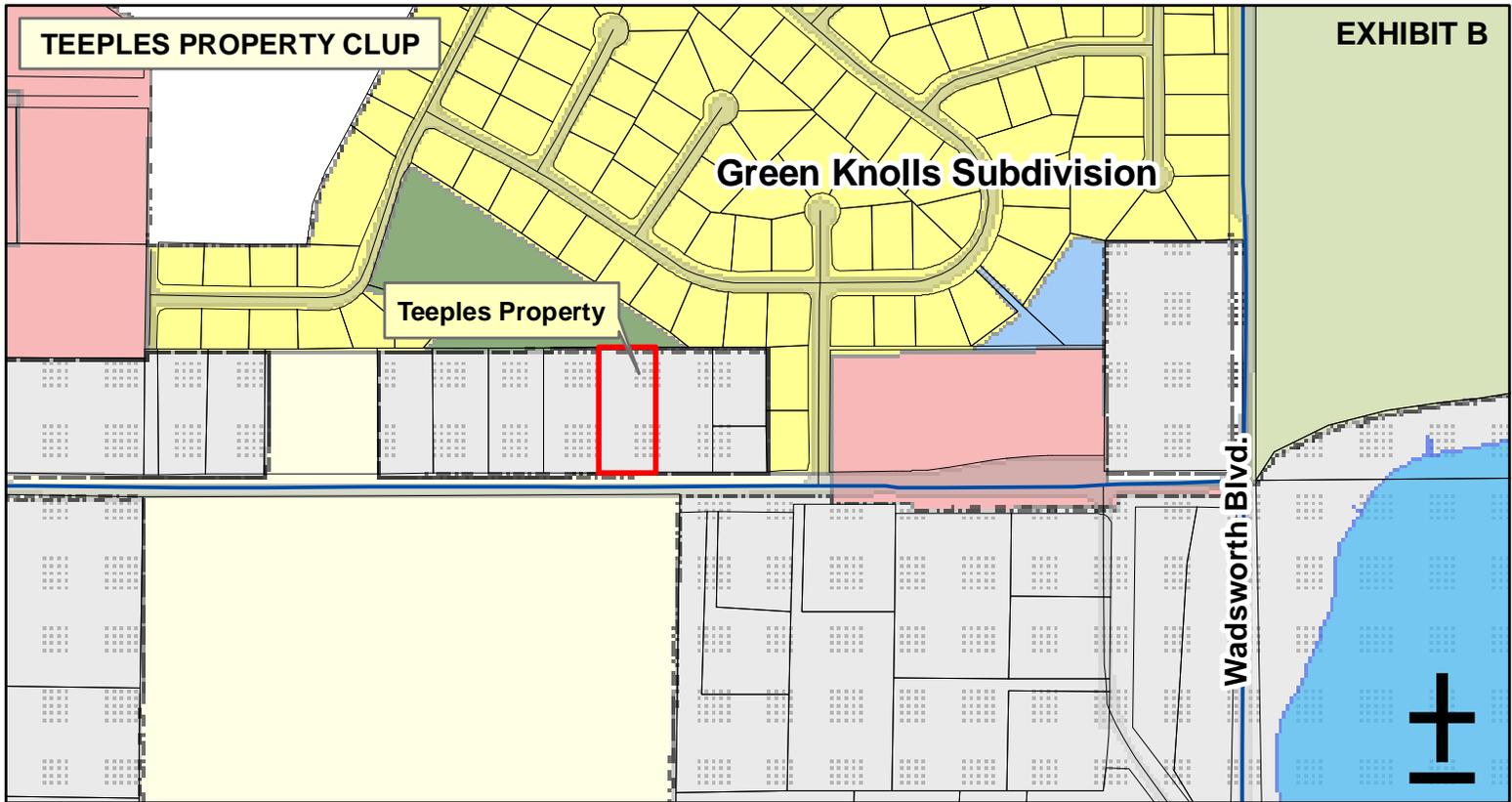
\_\_\_\_\_  
City Clerk

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

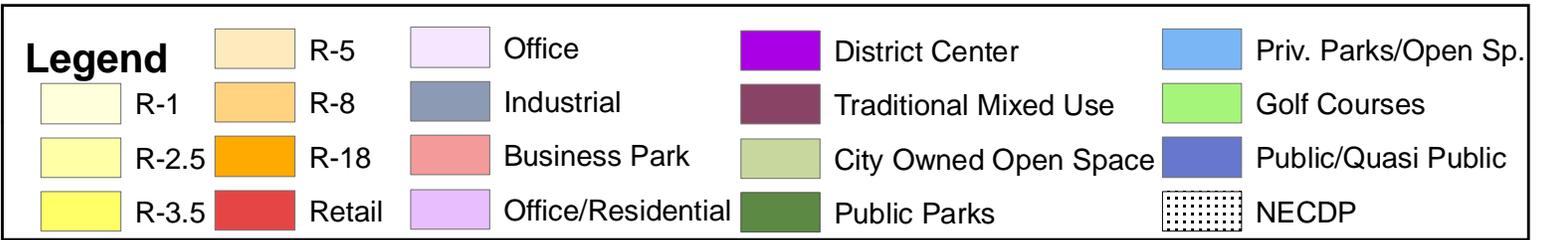
## **Exhibit A**

The parcel of land located in the northwest quarter of section 11, township 2 south, range 69 west of the sixth principal meridian, City of Westminster, County of Jefferson, State of Colorado, recorded under reception number F0558217, more particularly described as follows.

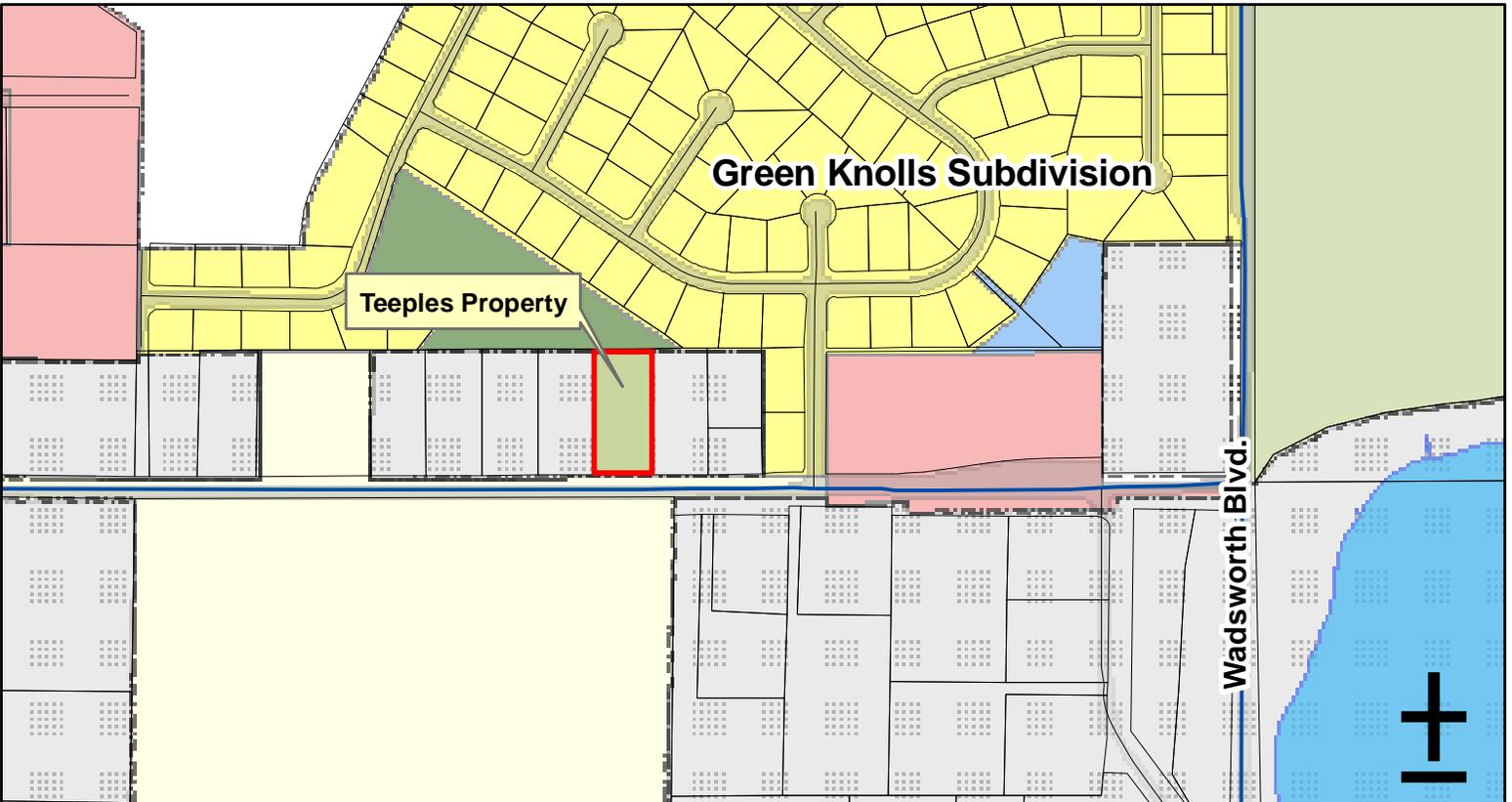
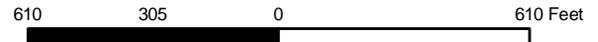
Commencing at the west quarter corner of said section 11, being a found in place 2-1/2" diameter aluminum cap LS 2419, whence the center quarter of said section, being a found in place 3-1/4" diameter aluminum cap illegible in range box is assumed to bear S 89°58'11" E, 2741.08 feet, with all bearings contained herein relative thereto; thence along the south line of the northwest quarter of said section S 89°58'11" E, 1137.56 (1137) feet; thence N 00°01'49"E, 25.00 feet to the true point of beginning; thence N 01°05'42" E, 313.40 feet; thence S 89°58'11" E, 139.00 feet; thence S01°05'42" W, 313.40 feet; thence N 89°58'11" W, 139 feet to the true point of beginning, containing 1.00 acres more or less.

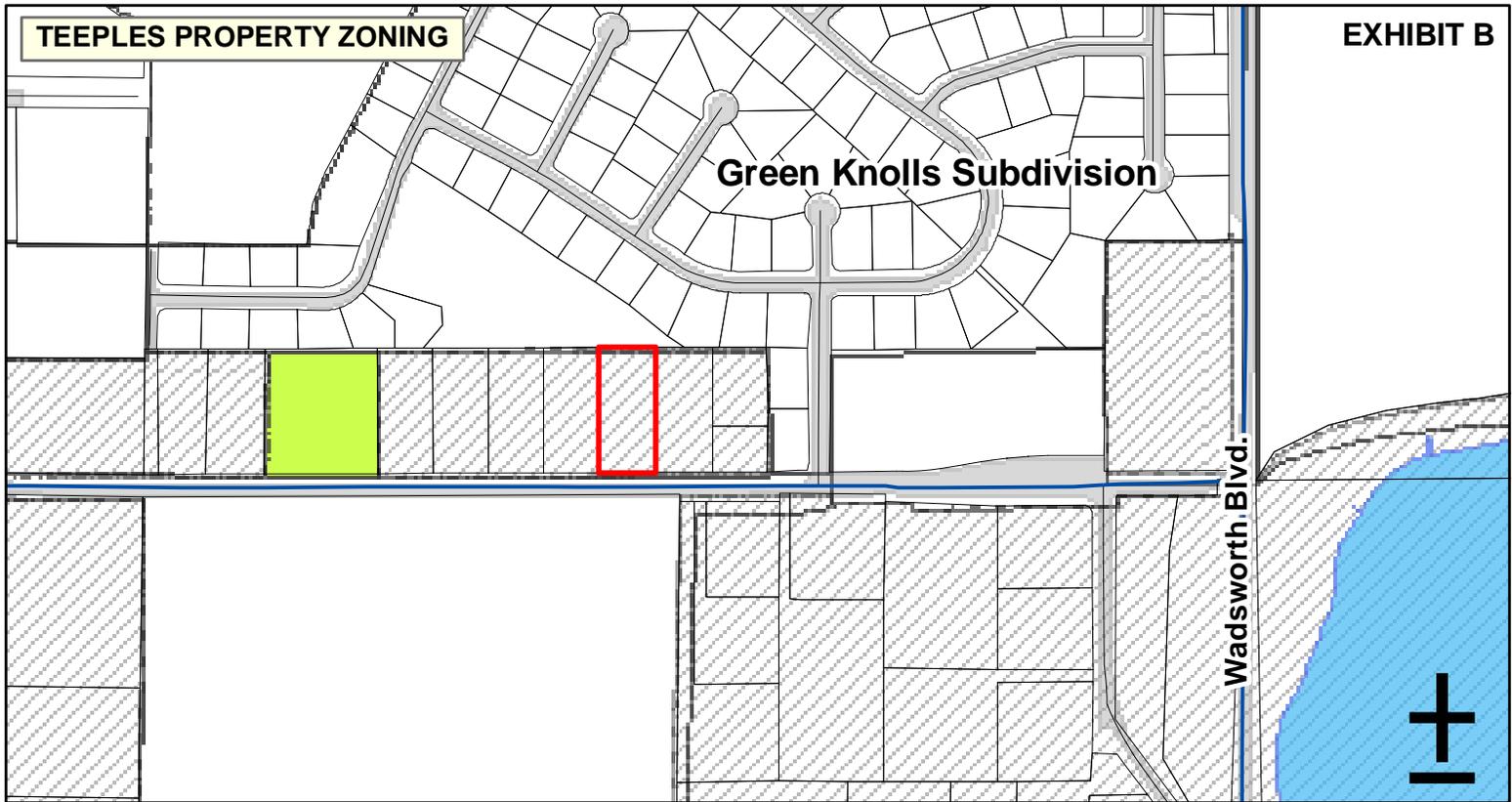


Description of Change: NECDP (Outside City Limits) to City Owned Open Space

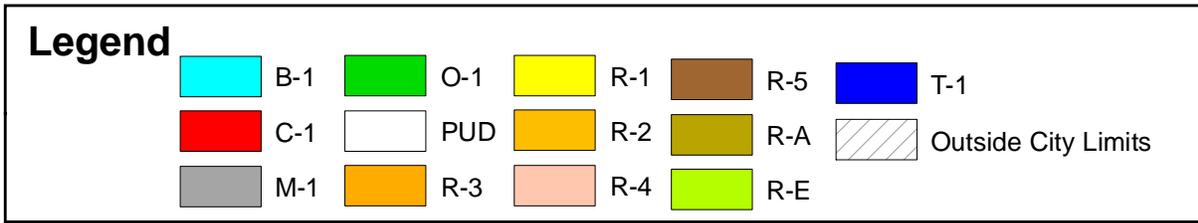


Teeples Property New CLUP Designation = City Owned Open Space

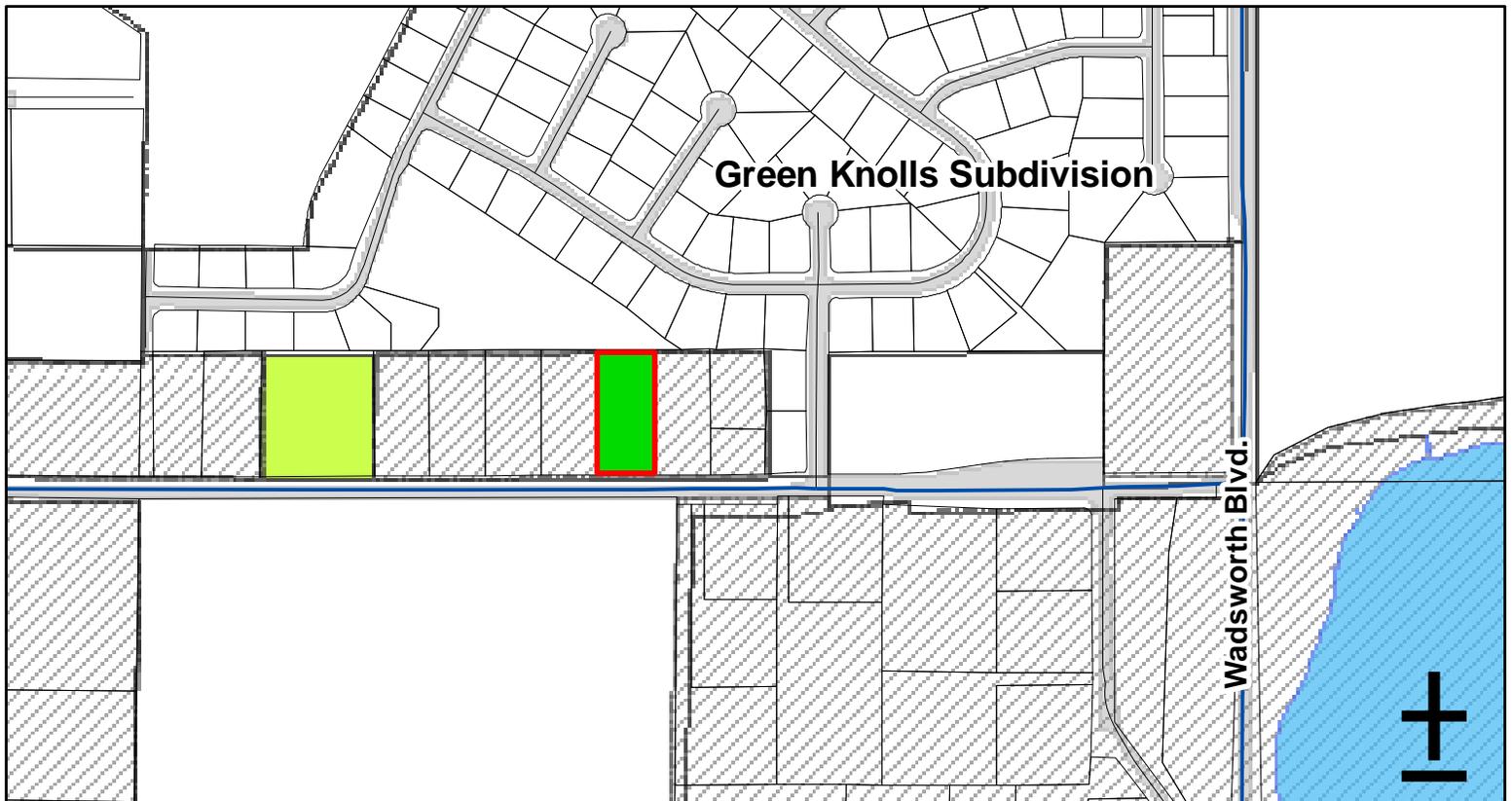
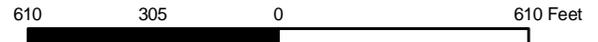




Description of Change: R-1 (Outside City Limits) to O-1



Teeples Property New Zoning Designation = O-1





WESTMINSTER

COLORADO

Agenda Memorandum

# Agenda Item 10 A&B

City Council Meeting  
August 10, 2009



**SUBJECT:** FY 2008 Carryover Appropriation into FY 2009  
**Prepared By:** Steve Smithers, Assistant City Manager  
Barbara Opie, Budget & Special Projects Manager

### Recommended City Council Action

1. Adopt Resolution No. 37 that establishes a policy in regard to a new General Fund Stabilization Reserve.
2. Pass Councillor's Bill No. 23 on first reading, appropriating FY2008 carryover funds into the FY2009 budgets of the General, General Reserve, General Fund Stabilization Reserve, Fleet, General Capital Improvement, Utility, Utility Reserve, Storm Drainage, Golf Course, Sales & Use Tax, General Capital Outlay Replacement and Debt Service 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 2008, 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 \$6,762,069 to be appropriated for the items recommended in this memo comes from unrestricted revenues and unexpended 2008 funds in the various amounts identified. An additional \$1,850,252 to remain in fund balance.
- Staff is requesting that City Council review the proposed carryover items included within this Staff Report and direct staff to bring back an ordinance appropriating FY2008 carryover funds into the FY2009 budgets of the General, General Reserve, Fleet, General Capital Improvement, Utility, Utility Reserve, Storm Drainage, Golf Course, Sales & Use Tax, General Capital Outlay Replacement and Debt Service Funds.
- Given the continuing challenge the City faces with fluctuations in the economy, Staff is recommending leaving approximately \$2.66 million of 2008 carryover funds in the Sales and Use Tax Fund to protect against the shortfall anticipated in 2009. Staff is recommending that \$2.3 million of these funds be appropriated as carryover in the Sales and Use Tax Fund and other sales and use tax revenue projections be reduced (i.e., unappropriated) accordingly to reflect the anticipated 2009 shortfall in revenue collections.
- Staff is also recommending the creation of a new General Fund Stabilization Reserve (GFSR) Fund that formalizes steps taken during 2009 to identify savings as a stop gap measure to address the current recession. As City Council will recall, \$5.3 million of carryover was identified in April as stop gap funding. Creation of the GFSR will allow the City to officially move funds aside that may be utilized to navigate through the ups and downs associated with sales and use tax collections.

**Expenditure Required:** \$6,762,069 to be appropriated  
\$1,850,252 remain in fund balance

**Source of Funds:** 2008 Carryover from the General, General Reserve, Fleet, General Capital Improvement, Utility, Utility Reserve, Storm Drainage, Sales & Use Tax, General Capital Outlay Replacement and Debt Service Funds

**Policy Issues**

1. Should the City appropriate carryover funds as proposed?
2. Should City Council adopt and implement the new General Fund Stabilization Reserve Policy as proposed?

**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 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.
3. City Council could choose not to create the proposed General Fund Stabilization Reserve Fund. This is not recommended as the creation of this fund will allow for a smoothing effect to address the sales and use tax revenue fluctuations, allowing another layer of buffer in efforts to minimize service impacts upon residents.

**Background Information**

Total funding of \$6,762,069 is recommended to be appropriated for the items included within this memo from unrestricted revenues and unexpended 2008 funds in the various amounts identified. An additional \$1,850,252 is recommended to remain in fund balance. The July 20<sup>th</sup> Staff Report showed total carryover funding numbers that were larger than those shown in this Agenda Memorandum. However, these earlier estimates were significantly altered due to how the various funds are required to be accounted for in the actual appropriations. Aside from the proposal to officially appropriate the Sales and Use Tax Fund carryover, no other changes from what was presented to City Council at the Study Session are included with this Agenda Memorandum.

**PROPOSED RE-APPROPRIATION OF OPERATING ITEMS PREVIOUSLY APPROVED IN 2008**

Certain items were budgeted and ordered in 2008 but were not received until 2009. In addition, certain services, authorized in 2008, were not fully performed by the end of the year. Under standard accounting procedures, these remaining funds should be re-appropriated in the new year to complete the desired purchase or service. Staff recommends the funds described below be re-appropriated in 2008.

**GENERAL FUND**

City Manager's Office – Three items totaling \$58,791 as follows:

1. \$29,754 for Atlas Advertising updating the Economic Development portion of the website that began in 2008. Due to the turn over in staff at Atlas Advertising, the project was delayed and will be completed in 2009.
2. \$9,191 for work Development Research Partners began in 2008 gathering information on the basic employers in the City of Westminster, which will aid in retaining and expanding current businesses as well as recruiting new businesses. The first phase of the study is complete. More detailed information was needed from the State Department of Labor and other sources but obtaining this information was delayed to get more current data after January 1, 2009.
3. \$19,846 for the printing of new marketing materials. It was necessary to delay the printing of new marketing materials until 2009 pending completion of the two projects, Development Research Partners basic employers' research and Atlas Advertising update of the Economic Development portion of the website.

Central Charges – One item totaling \$9,543 for legal services for Barbara Banks' work (\$2,167) on development agreements and Ken Kramer's work (\$7,376) on the possessory interest in the Westminster Conference Center that were not completed in 2008. Ms. Banks is a respected real estate attorney who provides unique expertise on certain City development projects. Mr. Kramer is one of the few attorneys in the Denver area who specializes in the protesting of *ad valorem* property tax valuations and the litigation of property tax refunds and abatements. Mr. Kramer was a critical participant in the City's petition for the abatement and refund of portions of the possessory interest tax previously assessed by Jefferson County and paid for by the City.

Police Department – Two items totaling \$78,432 as follows:

1. \$50,000 for the North Area Auxiliary Relay Site project. This project provides an additional antenna relay in the north area of Westminster that will greatly enhance the City's coverage, specifically in and around The Orchard development by providing enhanced in-building coverage, a stronger, clearer signal for all City radios, and elimination of the "dead spots." The installation was delayed until 2009 because parts were unavailable (back ordered); issues developed associated with the site selection; and issues associated with the indemnification clearances required at The Orchard.
2. \$28,432 for the purchase of six Itronix semi-ruggedized mobile data terminals (MDT's) through Global Mounting Solutions, Inc. for the Code Enforcement Unit to improve operations by automating the Code Enforcement record keeping functions. The order was placed in November 2008 with the expected delivery date to be before December 31, 2008. However, the shells and parts that were to be delivered to the GMSI factory, were delayed and were not delivered to the factory until mid-January 2009. Consequently, the MDT's were not delivered to the City until the end of January and the funds could not be expended from the 2008 budget.

Fire Department – Two items totaling \$12,919 as follows:

1. \$11,603 for a dispatch console ordered in late 2008; however, delivery and installation did not occur until 2009. This console was purchased to support emergency management in the event of a major incident.
2. \$1,316 for a December 2008 Sprint invoice paid using a Staff member's P-Card; however, the adjustment to the P-Card transaction recording the payment in 2008 was not made. As such, the expense for services rendered in 2008 has been incurred in 2009.

Parks, Recreation & Libraries – Two items totaling \$14,975 as follows:

1. \$13,975 in scholarship funds, received in 2008 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 2009.
2. \$1,000 for the Irving Street Library after-school Homework Help program launched in September 2008. Partnering with local high schools to provide tutors and promote the program, students need a laptop computer to successfully complete their homework assignments. The Westminster Legacy Foundation granted \$1,000 to purchase a laptop computer dedicated to the Homework Help program. The funds for this purchase were not available prior to year-end and therefore the purchase was not made until 2009 (funds included in the 4<sup>th</sup> quarter Supplemental Appropriation Request approved by Council on March 9, 2009).

#### FLEET FUND

Fleet Division – One item totaling \$16,590 for a set of 2 vehicle column lifts were ordered, to add to the 4 existing lifts, at the end of 2008 but not received until February 2009 due to factory back orders. The two additional lifts were ordered to allow Fleet maintenance to lift the largest City of Westminster Fire and Public Works & Utilities' trucks that have three axles. These large tandem rear axle trucks could not be completely picked off the ground before this order.

PROPOSED APPROPRIATION OF NEW OPERATING ITEMS

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

GENERAL FUND

Central Charges – Three items totaling \$306,000 as follows:

1. \$100,000 for miscellaneous studies and projects unanticipated in 2009 (2009 was budgeted at \$120,444). These funds represent savings in Central Charges 2008 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.
2. \$200,000 for South Westminster Urban Renewal Area (URA). For 2009, 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 2009, 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.
3. \$6,000 in the Public Information Electronic Media accounts for the new Shop Westminster campaign that commenced in June 2009. These funds will cover the costs of static stickers, penny cups, tent cards with trivia, and logo design. It is anticipated that additional promotional materials will be developed during the year for this important sales tax educational effort.

Community Development – One item totaling \$10,000 as a one-time grant to the South Westminster Arts Group (SWAG), which is the non-profit organization that has developed through volunteer efforts over the previous year. SWAG has demonstrated success in the management of the Westminster Housing Authority-owned building at 7287 Lowell Boulevard (community theater and cooperative art gallery), and assisted in the development of the arts and cultural businesses that are occupying the space. SWAG is at a critical growth stage and has requested initial financial support until it has established itself as a viable 501c3 organization qualified to attain alternative grant funding and is able to make a transition to self-sufficiency. The requested \$10,000 would be provided to SWAG in the form of a grant that would mainly be used to pay SWAG's executive director and art cooperative manager, both of whom work as hourly contractors to SWAG. They plan to organize art shows and community-based programs, classes and activities, with a specific goal of reaching out to people of all ages, abilities and ethnicities in the South Westminster neighborhoods.

Public Works & Utilities – One item totaling \$10,000 for the Large Item Clean Up. In 2009, 1,450 residents registered for participation, which was an increase of 547 additional stops above 2008 registrants. The budget for the 2009 program had been reduced to \$60,000 based on an estimated 1,000 participants. Actual number of registrants increased 60.6% resulting in a funding short fall of \$27,600, which was partially offset by utilization of the \$4,610 additional revenue (higher than budgeted) collected from the \$10 fee and approximately \$13,000 being absorbed within the Street Division Operating Budget. This remaining \$10,000 is needed to cover the remaining costs incurred.

GENERAL RESERVE FUND

One item totaling \$5,149,887 into the proposed General Fund Stabilization Reserve as outlined at the end of this Agenda Memorandum. These funds will serve to establish an official stop gap fund to address recessionary impacts upon the General Fund. Staff identified in April fund balance and carryover as options to help address the current revenue shortfall; this \$5.1 million reflects what was reviewed with City Council. Additional information is provided at the end of this Agenda Memorandum.

## UTILITY FUND

Central Charges – One item totaling \$132,981 as a transfer payment to the General Capital Improvement Fund. When the City acquired Doulos property as open space in 2008, the existing water/wastewater taps were credited back to the City (\$233,539 in the Water Fund and \$42,438 in the Wastewater Fund for a total of \$275,977 has been credited back). Some of the credit has been utilized in 2009 but the remaining amount is being requested to credit back to the Park Renovation capital project for tap fee costs incurred during 2008.

## UTILITY RESERVE FUND – WATER AND WASTEWATER

Staff proposes appropriating a total of \$4,508,135 to the Capital Project Reserve. Per Council's adopted Utility Reserve Fund policy, Staff proposes that an additional \$152,901 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 assuring 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 \$818,367 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 \$3,777,996 in carryover to the Capital Project Reserve in the Water Fund. Staff recommends appropriating \$730,139 to the Capital Project Reserve in the Wastewater Fund.

## GOLF COURSE FUND

One item totaling \$46,058 for the Golf Course Fund. These moneys are one of the steps that Staff is proposing to help offset the \$317,347 inter-fund loan covering negative cash that the golf course fund had on 12/31/08 per the recently completed financial audit. Staff shares the auditor's concerns with this interfund loan negative cash balance and 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 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 Capital Improvement Funds are proposed to be utilized for these projects.

## GENERAL CAPITAL IMPROVEMENT FUND

A total of \$4,941,529 for capital projects is proposed to be appropriated into the General Capital Improvement Fund (GCIF) as follows:

1. \$1,927,556 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 2009 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. \$51,586 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.
3. \$9,200 for the New Art Participation project. Funds for new art were deposited for two projects completed in 2008. This project serves as a "holding account" for developer contributions toward new art requirements. These funds will be utilized throughout the city towards new art projects.
4. \$3,600 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.
5. \$110,000 for the new project PV Solar Panel System. City Council authorized the City Manager to enter into a power purchase agreement with Main Street Power for the installation of photovoltaic solar panels on four facilities at the July 13, 2009, City Council meeting. Pursuant to that agreement, the City needs to set aside the first six years of energy purchase funds as a guarantee to Main Street Power and their financiers that they will be receiving the income stream from the City's energy payments. Regardless, the City would obviously have to purchase energy during this time period and budget accordingly but Main Street Power needs this guarantee specifically stated within the contract. Since the 2010 Budget already has funds appropriated for energy purchase, funds are only needed for 2011-2015. It is estimated that energy purchased through Main Street Power would cost approximately \$22,000/year, totaling \$110,000 for the five-year period. By appropriating these funds into a CIP account, it permits the funds to roll forward from year-to-year, ensuring that the City is complying with the terms of the PPA. At the conclusion of the six-year period, if the City decides to exercise the option to purchase the system, these funds could be utilized towards that purchase. If the City does not opt to purchase the system, these funds would then be available for BO&M Major Maintenance project work or another capital project to be determined at that time.
6. \$286,000 for the replacement of the Municipal Court roof. This roof has continued to have difficulties over the years and Staff recommends its replacement to address not only water issues but also to improve the insulation the new roof will provide.
7. \$249,400 for the Lowell Boulevard streetscape and realignment project. The total project is anticipated to cost \$1.2 million, being funded by \$443,000 of Community Development Block Grant funds plus \$135,000 of CDBG-R American Recovery and Reinvestment Act (ARRA) plus \$370,600 from the New Development Participation project account plus the proposed \$249,400 from 2008 Adams County transportation tax carryover funds. This project is proposed from 77<sup>th</sup> Avenue to the US 36 overpass and will complete this leg of the Lowell Boulevard corridor streetscape improvements, including the realignment of Turnpike Drive to improve the safety of this intersection.
8. \$327,200 for the Swim and Fitness Center Expansion project. This project is proposed to utilize \$159,818 from POST 2007D bond interest earnings accrued during 2008 and \$167,382 of higher than anticipated Adams County open space attributable share funds. This project was originally funded completely from the 2007 POST bond proceeds but \$750,000 was reallocated to the City Park Recreation Center pool renovation and remodel. These funds will assist in building back up the budget necessary to complete the expansion project as originally proposed.
9. A total of \$485,987 into the Community Enhancement Program accounts. Staff is recommending that these funds be distributed according to the Community Enhancement Master Plan adopted by City Council in March 2006. These funds will be utilized for the neighborhood enhancement program, gateways, medians, rights-of-way, bridges, art/sculpture, streetscape improvements, lighting and staffing/maintenance costs.

10. A total of \$1,236,000 in carryover towards the eight CIP projects (budgeted at \$1.7 million) that were placed on budget hold as part of the City's recession strategy implemented earlier in 2009 until the impacts of the recession could be assessed. While the economic conditions continue to be volatile, Staff believes it is prudent to reinstate these capital projects utilizing carryover funds that would traditionally have been utilized towards non-budgeted capital projects. By utilizing carryover, the need for Sales and Use Tax funds budgeted as transfer payments to the GCIF is eliminated, thus freeing up those funds back for General Fund operations.

The projects to be reinstated are as follows:

- \$550,000 BO&M Major Maintenance
- \$75,000 BO&M Major Maintenance-PST
- \$100,000 South Westminster Transit Oriented Development
- \$400,000 Westminster Center Transit Oriented Development
- \$134,000 IP PBX Phone System Upgrade (\$75,000 GCIF; \$59,000 GCIF-PST)
- \$155,000 South Westminster Revitalization
- \$117,000 Fire Station Notification Upgrade
- \$180,000 Open Space Land Purchase Reimbursement

11. A total of \$255,000 towards the four Park CIP projects were placed on budget hold as part of the City's recession strategy implemented earlier in 2009 in the Parks, Open Space and Trails (POST) Sales and Use Tax Fund. While the economic conditions continue to be volatile, Staff believes it is prudent to reinstate these capital projects utilizing carryover funds that would traditionally have been utilized towards non-budgeted capital projects. As noted, these POST projects would need to be unappropriated at year-end if carryover if not utilized for these projects. By utilizing carryover, the need for POST Sales and Use Tax funds budgeted as transfer payments to the GCIF-Parks is eliminated, thus ensuring that the POST Fund expenditures does not exceed actual revenues.

The projects to be reinstated are as follows:

- \$31,000 Trail Development
- \$150,000 Park Renovation
- \$30,000 Drainageways/Greenbelt Improvements
- \$44,000 Recreation Facilities Improvements

It should be noted that an additional \$255,000 in POST Sales & Use Tax Funds are frozen at this time within the Community Development (CD) Open Space Section budget. The funds being utilized here for capital projects are the results of higher than anticipated park dedicated capital revenues being collected in 2008 as well from expenditure savings made by PR&L Staff in managing capital projects within the GCIF-Parks Fund.

#### STORM DRAINAGE FUND

One item totaling \$298,413 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 \$233,562 are proposed to be distributed as follows:

1. \$62,538 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. \$167,732 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. \$3,292 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.

#### SALES & USE TAX FUND

At the July 20 Study Session, Staff originally did not recommend appropriating any of the carryover fund balance of \$2,657,889 within the Sales & Use Tax Fund. However, as noted at the Study Session, in discussions with Accounting Division Staff, adjustments are recommended since current revenue shortfalls require that City Council officially appropriate \$2,357,889 of fund balance within the Sales & Use Tax Fund as carryover and unappropriate sales and use tax collections as originally budgeted. This action will leave a fund balance of \$300,000, which is recommended to absorb year-end accounting accruals. Given the current economic conditions, these funds, in addition to the proposed General Fund Stabilization Reserve, will be used to assist the City in managing through the fiscal challenges over the next two years.

#### DEBT SERVICE FUND

As part of the strategy to address the current recession, Staff is recommending the use of \$226,499 in 2008 carryover in the Debt Service Fund to offset payments made from the Sales and Use Tax Fund. With reduced sales and use tax collections, Staff does not anticipate that the S&U Tax Fund will meet the originally projected budget for 2009. By utilizing 2008 Debt Service Fund carryover, this reduces the burden on the S&U Tax Fund. This action will reduce the transfer payment in 2009 from the S&U Tax Fund into the Debt Service Fund and appropriate 2008 carryover (total available is \$326,499 from 2008) to pay for 2009 expenses. Staff recommends leaving \$100,000 in the Debt Service Fund balance as a good general management practice.

#### PROPOSED GENERAL FUND STABILIZATION RESERVE POLICY

As the City weathers the second recession within a decade, Staff has discussed ways to buffer future economic ups and downs. In recognition of the volatile nature of and our connection with the world economy, the need to prepare for future recessions becomes a higher priority. In the financial overview Staff provided City Council at the April 6, 2009 Study Session, a recession strategy that included the identification of fund balance and carryover as options to help address a revenue shortfall. At the time, Staff identified that \$2.8 million was available in the Sales & Use Tax Fund that was the result of higher than anticipated revenues collected in 2007 that Staff purposely did not request be appropriated in 2008 as a buffer to the economic uncertainty commencing last summer. In addition, Staff anticipated there would be at least \$2.5 million in General Fund carryover once the 2008 audit concluded; this is due to departments' continued conservatism in managing their operating budgets on the expenditure side and a one-time land sale on the revenue side. As such, a total of \$5.3 million in one-time "stop gap" moneys was identified as available in 2009.

At the April Study Session, Staff identified \$12.9 million in freezes, reductions and unanticipated revenues to help address the budgetary impacts for 2009 and 2010 – focusing on the two-year budget impacts rather than solely on 2009. Since April, the following additional steps have been taken, bringing the recession strategy total to \$16 million in freezes, reductions and unanticipated revenues:

- \$750,000 in operating budget reductions were made by departments within the General Fund;
- Personnel Rules were modified to reflect Fair Labor Standards Act overtime parameters, modifying the 24-hour notice rule (estimated savings \$150,000) and the hours worked/hours paid rule (estimated savings \$200,000); and
- Voluntary furloughs offered (up to 5 days from 6/8/09-12/31/09) as an option to employees.

The City has implemented “stop gap” funding measures both in the 2002 recession as well as in the current recession. Now that the 2008 audit is complete, Staff has reviewed the actual carryover funds available for 2009. Staff is recommending formalizing the use of stop gap funding through the creation of a General Fund Stabilization Reserve (GFSR), similar to the Utility Fund Rate Stabilization Reserve. The General Fund Stabilization Reserve is intended to level the ebbs and flows of revenue collections, particularly the sales and use tax revenues, and smooth out any peaks or valleys that may result from the unpredictable nature of the economy. This fund is intended to serve as a stabilizer during reduced revenue collections, allowing City services to continue to be delivered despite downturns in the economy. It will serve as a stop gap measure in efforts to avoid utilizing the City’s General Reserve Fund. This policy is proposed to formalize what the City has implemented previously during such uncertain economic times as a proactive measure to be better prepared for these situations and help minimize the impact on future budgets. This policy is not intended to prevent all future expenditure reductions, as such reductions will always be necessary in significant economic downturns.

As noted within the Sales and Use Tax Fund section above, Staff is not recommending tapping the funds originally identified within the recession strategy discussed with City Council in April. Rather, Staff is recommending that those funds remain within the S&U Tax Fund as the first line of defense in this recession. Staff anticipates that the S&U Tax Fund may end the year down as significantly as 10%, which equates to approximately \$6.5 million. Retaining the S&U Tax Fund balance provides an important buffer in the delivery of services.

In addition to retaining the S&U Tax Fund balance, Staff is recommending that this new GFSR be created utilizing General Fund (GF) carryover in the amount of \$5,149,887 as noted previously. This is a significant shift in utilizing carryover for operating expenses rather than appropriating the majority, if not all, of carryover funds into the General Capital Improvement Fund for capital projects. Staff recognizes the precedent-setting nature of this recommendation but believes that this is prudent financial management as a means to smooth recessionary impacts.

The most recent revenue data reflects a continued decline in S&U Tax collections of approximately 8.5% from June 2008 year-to-date (approximately \$2.3 million) in addition to some reduction in other General Fund revenue sources. Based on an economic outlook that shows decreased revenues through the end of this year and well into 2010, Staff believes it is appropriate to take additional steps to reach the projected \$16 million in identified reductions, savings and unanticipated revenues. The creation of the General Fund Stabilization Reserve and appropriating \$5.1 million in carryover to this reserve achieves this goal.

Staff is recommending that a “target” amount be established. When not in an economic downturn, the target amount of the General Fund Stabilization Reserve in any given year shall range from 5% to 10% of the total Sales and Use Tax Fund revenues for that year. Should the fund fall below the target amount of 5%, Staff will identify a strategy to replenish the fund from various sources as economic conditions allow and to work with City Council to implement the strategy.

Staff recommends that the City’s current General Reserve Fund continue to have funding priority in any given fiscal year to maintain a minimum reserve equal to 10% of General Fund operating expenditures (including transfers, but excluding contingency). The General Fund Stabilization Reserve will operate as a sub-fund within the General Reserve Fund (like the Utility Reserve Fund’s Rate Stabilization Fund and Capital Project Reserve), retaining a separate and distinct balance and earning interest accordingly. Please see the attachment for the full policy as proposed.

If this policy is adopted, Staff recommends funding the Stabilization Reserve through the appropriation of carryover immediately in 2009. Utilizing the 5%-10% target based on the Adopted 2009 Total Sales and Use Tax Fund of \$65,358,825, the 2009 target ranges from \$3,267,941 to \$6,535,882. Again, this is based on using the *total* Sales and Use Tax Fund, including public safety tax, interest earnings, audit enforcement, etc. The amount recommended with this carryover is approximately 7.9% of the total Sales and Use Tax Fund for 2009. Given the severity of the current recession, Staff believes this is an appropriate amount and anticipates the need to utilize these funds in 2009 and 2010 is a very real possibility.

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	\$1,300,524	\$5,650,547	\$6,951,071
TRF Sales & Use Tax	1000.45000.0530	59,709,449	<u>(2,729,569)</u>	56,978,880
Total Change to Revenues			<u>\$2,920,978</u>	

**EXPENSES**

Description	Account Number	Current Budget	Amendment	Revised Budget
Transfers Reserve Fund	10010900.79800.0110	\$0	\$5,149,887	\$5,149,887
Contractual Services	10005340.67800.0000	35,706	29,754	65,460
Special Promotions	10005340.67600.0000	21,900	9,191	31,091
Printing	10005340.66600.0000	11,500	19,846	31,346
Transfers WEDA	10010900.79800.0680	0	200,000	200,000
Prof Services	10010900.65100.0000	101,423	100,000	201,423
Other Contract Svc	10010900.67800.0386	48,850	6,000	54,850
Prof Serv-Legal Counsel	10010900.65100.0258	15,000	9,543	24,543
Other Equip – Comm Section	10020300.76000.0345	50,000	50,000	100,000
Comp Soft/Hard	10020050.75400.0000	29,050	28,432	57,482
Contract Services (EMPG Grant)	10025260.67800.0545	13,956	11,603	25,559
Telephone	10025260.66900.0000	77,485	1,316	78,801
Prof Services	10030050.65100.0000	20,000	10,000	30,000
Solid Waste Collect	10035450.67300.0000	90,410	10,000	100,410
Spec Prom Yth Scholarship	10050760.67600.0528	0	13,975	13,975
Comp Soft/Hardware	10050620.75400.0000	17,500	1,000	18,500
Budget Hold - Council	10001010.76800.0000	29,425	(29,425)	0
Budget Hold - CAO	10003120.76800.0000	4,256	(4,256)	0
Budget Hold - CMO	10005050.76800.0000	14,695	(14,695)	0
Equip Rental - Cap Replacement	10010900.66000.0450	871,090	(871,090)	0
Budget Hold - Central Charges	10010900.76800.0000	39,521	(39,521)	0
Contingency	10010900.79900.0000	1,000,000	(670,000)	330,000
Budget Hold - General Services	10012050.76800.0000	83,035	(83,035)	0
Budget Hold - Finance	10015050.76800.0000	9,275	(9,275)	0

Budget Hold - Police	10020050.76800.0000	212,355	(212,355)	0
Budget Hold - Fire	10025260.76800.0000	179,411	(179,411)	0
Budget Hold - Community Development	10030050.76800.0000	29,527	(29,527)	0
Budget Hold - PW&U	10035450.76800.0000	197,239	(197,239)	0
Budget Hold - PR&L	10050050.76800.0000	389,740	(389,740)	0
Total Change to Expenses			<u>\$2,920,978</u>	

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

#### REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Carryover	3000.40020.0000	\$0	<u>\$16,590</u>	\$16,590
Total Change to Revenues			<u>\$16,590</u>	

#### EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Supplies	30012460.70200.0000	\$38,700	<u>\$16,590</u>	\$55,290
Total Change to Expenses			<u>\$16,590</u>	

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

#### REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Carryover	2000.40020.0000	\$254,654	<u>\$3,904,079</u>	\$4,143,887
Total Change to Revenues			<u>\$3,904,079</u>	

#### EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Transfers GCIF	20010900.79800.0750	\$0	\$126,083	\$126,083
Transfers Utility Reserve	20010900.79800.0205	0	<u>3,777,996</u>	3,777,996
Total Change to Expenses			<u>\$3,904,079</u>	

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

#### REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Carryover	2100.40020.0000	\$0	<u>\$737,037</u>	\$751,883
Total Change to Revenues			<u>\$737,037</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Transfers GCIF	21010900.79800.0750	\$0	\$6,898	\$6,898
Transfers Utility Reserve	21010900.79800.0205	0	<u>730,139</u>	730,139
Total Change to Expenses			<u>\$737,037</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>\$298,413</u>	\$298,413
Total Change to Revenues			<u>\$298,413</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Misc Storm Drainage Impr	80125030082.80400.8888	\$127,634	<u>\$298,413</u>	\$426,047
Total Change to Expenses			<u>\$298,413</u>	

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

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Carryover	4500.40020.0000	\$0	<u>\$233,562</u>	\$233,562
Internal Billings General Fund	4500.43140.0100	1,065,465	<u>(871,090)</u>	194,375
Total Change to Revenues			<u>(\$637,528)</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Capital Outlay General	80645010900.80400.8888	\$1,327,787	<u>(\$365,252)</u>	\$962,535
Capital Outlay – PST	80645010911.80400.8888	2,068,841	<u>(275,568)</u>	1,793,273
PC Replacement Outlay	80645010921.80400.8888	29,614	<u>3,292</u>	32,906
Total Change to Expenses			<u>(\$637,528)</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	\$2,357,889	\$2,357,889
Sales Tax Returns	5300.40070.0000	42,171,853	(1,039,432)	41,132,421
Sales Tax Returns	5300.40070.0911	10,482,171	(202,559)	10,279,612
Use Tax Returns	5300.40095.0000	2,322,086	(800,000)	1,522,086
Use Tax Returns-PS	5300.40095.0911	477,289	(100,000)	377,289
Use Tax Building	5300.40100.0000	2,267,667	(1,274,876)	992,791
Use Tax Building-PST	5300.40100.0911	566,394	(273,151)	293,243
Use Tax Auto	5300.40105.0000	4,792,008	(2,177,411)	2,614,597
Use Tax Auto-PS	5300.40105.0911	958,032	(342,528)	615,504
Total Change to Revenues			<u>(\$3,852,068)</u>	

**EXPENSES**

Description	Account Number	Current Budget	Amendment	Revised Budget
Transfers General Fund	53010900.79800.0100	\$59,709,449	(\$2,729,569)	\$56,979,880
Transfers Debt Service	53010900.79800.0800	4,478,376	(226,499)	4,251,877
Transfers GCIF	53010900.79800.0750	896,000	<u>(896,000)</u>	0
Total Change to Expenses			<u>(\$3,852,068)</u>	

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

**REVENUES**

Description	Account Number	Current Budget	Amendment	Revised Budget
Sales Tax Returns	5400.40070.0000	\$4,307,857	(\$205,000)	\$4,102,857
Use Tax Returns	5400.40095.0000	204,784	<u>(50,000)</u>	154,784
Total Change to Revenues			<u>(\$255,000)</u>	

**EXPENSES**

Description	Account Number	Current Budget	Amendment	Revised Budget
Transfers GCIF	54010900.79800.0750	\$598,000	<u>(\$255,000)</u>	\$343,000
Total Change to Expenses			<u>(\$255,000)</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	\$944,000	\$4,033,160	\$4,977,160
TRF Sales & Use Tax	7500.45000.0530	896,000	(896,000)	0
Cash in Lieu-Fut Cap Proj	7500.40210.0751	200,000	(180,000)	20,000
SID Assessments	7500.40255.0065	200,000	(160,000)	40,000
TRF Water	7500.45000.0200	0	126,083	126,083
TRF Wastewater	7500.45000.0210	0	6,898	6,898
Carryover	7501.40020.0000	0	954,427	954,427
TRF Open Space	7501.45000.0540	598,000	(255,000)	343,000
Total Change to Revenues			<u>\$3,629,568</u>	

**EXPENSES**

Description	Account Number	Current Budget	Amendment	Revised Budget
Westminster Center Redevelopment	80675005040.80400.8888	\$6,284,706	\$1,927,556	\$8,212,262
PV Solar Panel System	80975012943.80400.8888	0	110,000	110,000
Municipal Ct Roof Replacement	80975012944.80400.8888	0	286,000	286,000
Lowell Blvd Corridor	80475030600.80400.8888	0	249,400	249,400
New Art Participation	80575030426.80400.8888	0	9,200	9,200
Under Ground Utility Line	80175030187.80400.8888	125,538	51,586	177,124
Swim & Fit Renovation (BOND)	80775050817.80400.8888	252,005	159,818	411,823
Tree Mitigation Program	80575050425.80400.8888	0	3,600	3,600
CE – Gateways	80175050330.80400.8888	595,030	19,439	614,469
CE – Medians	80175050332.80400.8888	182,798	72,898	255,696
CE – Right of Ways	80175050333.80400.8888	509,200	48,599	557,799
CE – Bridges	80175050334.80400.8888	502,517	14,580	517,097
CE – Neighborhood Enhancements	80175050335.80400.8888	60,600	24,299	84,899
CE – Art/Sculpture	80175050336.80400.8888	133,163	9,720	142,883
CE – Streetscape Improvements	80175050337.80400.8888	79,661	14,580	94,241
CE – Lighting	80175050338.80400.8888	54,260	9,720	63,980

CE – Miscellaneous	80175050339.80400.8888	203,760	38,879	242,639
CE – Staffing/ Maintenance	80175050340.80400.8888	893,413	233,273	1,126,687
Swim & Fit Renovation (ADCO)	80975050817.80400.8888	0	167,382	167,382
Transfers Heritage	75010900.79800.0230	0	46,058	46,058
Park Renovation Program	80975050306.80400.8888	167,000	<u>132,981</u>	299,981
Total Change to Expenses			<u>\$3,629,568</u>	

These amendments to the Debt Service Fund will not change the total appropriations in the fund but are shown for information only:

#### REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Carryover	8000.40020.0000	(\$10,912)	\$226,499	\$215,587
TRF Sales & Use Tax	8000.45000.0530	4,478,376	<u>(226,499)</u>	4,251,877
Total Change to Revenues			<u>\$0</u>	

Respectfully submitted,

J. Brent McFall  
City Manager

Attachments:

Resolution re: Proposed General Fund Stabilization Reserve Policy  
Councillor's Bill re: Appropriation of FY 2008 Carryover into FY 2009

RESOLUTION

RESOLUTION NO. **37**

INTRODUCED BY COUNCILLORS

SERIES OF 2009

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**ADOPTION OF FISCAL POLICIES FOR GENERAL FUND STABILIZATION RESERVE**

WHEREAS, City Council reviewed the proposed fiscal policy regarding the creation and establishment of a General Fund Stabilization Reserve, including target funding minimum/maximum levels of reserve funds at their July 20, 2009, Study Session; and

WHEREAS, the fiscal policy regarding the General Fund Stabilization Reserve will establish target minimum/maximum funding levels and outlines the process for replenishing reserves; and

WHEREAS, the General Fund Stabilization Reserve is intended to serve as a stabilizer during reduced revenue collections, allowing City services to continue to be delivered despite downturns in the economy and serve as a stop gap measure in efforts to avoid utilizing the City's General Reserve Fund; and

WHEREAS, this policy will formalize what the City has implemented previously during such uncertain economic times as a proactive measure to be better prepared for these situations and help minimize the impact on future budgets; and

WHEREAS, City Council recognizes the importance of the adoption of fiscal policies regarding General Fund Stabilization Reserve and this policy supports the City Council Strategic Plan goal of "Financially Sustainable City Government Providing Exceptional Services;" and

WHEREAS, the current FY 2008 Carryover from the General Fund has \$5,149,887 available for the creation and funding of this proposed new reserve.

NOW, THEREFORE, be it resolved by the City Council of the City of Westminster that City Council hereby adopts the attached fiscal policy regarding the establishment of the General Fund Stabilization Reserve, including target funding minimum/maximum levels, which are incorporated herein by this reference.

PASSED AND ADOPTED this 10<sup>th</sup> day of August, 2009.

ATTEST:

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Mayor

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City Clerk

APPROVED AS TO LEGAL FORM:

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City Attorney

## **GENERAL FUND STABILIZATION RESERVE POLICY**

**Purpose:** The General Fund Stabilization Reserve is intended to level the ebbs and flows of revenue collections, particularly the sales and use tax revenues, and smooth out any peaks or valleys that may result from the unpredictable nature of this primary revenue source. This fund is intended to serve as a stabilizer during reduced revenue collections, allowing City services to continue to be delivered despite downturns in the economy. It will serve as a stop gap measure in efforts to avoid utilizing the City's General Reserve Fund. This fund may be tapped prior to, in conjunction with or as a final step after budget reductions have been made. The fund will be replenished as funds become available and economic conditions allow.

**Target:** When not in an economic downturn, the target amount of the General Fund Stabilization Reserve (the "Target GFSR") in any given year shall range from 5% to 10% of the total Sales and Use Tax Fund revenues for that year. Should the fund fall below the target amount of 5%, Staff will identify a strategy to replenish the fund from various sources once economic conditions allow and work with City Council to implement the strategy.

**Relation to the General Reserve Fund:** The General Reserve Fund will have funding priority in any given fiscal year to maintain a minimum reserve equal to 10% of General Fund operating expenditures (including transfers, but excluding contingency). The GFSR will operate as a sub-fund within the General Reserve Fund, retaining a separate and distinct balance and earning interest accordingly.

**Funding:** The GFSR will be funded through carryover and other sources as funding is available and as economic conditions allow. Any General Fund or Sales and Use Tax Fund revenues remaining at year end (either revenues collected above the budgeted amount or as a result of expenditures being less than originally projected) shall be reviewed with carryover and allocated between operating (either budgeted and not completed or new requests), capital improvement (either existing or new project requests), General Reserve Fund and the General Fund Stabilization Reserve as appropriate.

**Use:** The GFSR will be utilized to fund General Fund operations, General Capital Improvement Fund projects or General Capital Outlay Replacement Fund capital outlay costs as needed should significant expenditure reductions be required to remain within available revenues. This fund may be tapped prior to, in conjunction with or as a final step after budget reductions have been made. Should economic times warrant, GFSR funds may be programmed within the upcoming budget as a means to avoid significant service reductions.

City Council Approved: August 10, 2009

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **23**

SERIES OF 2009

INTRODUCED BY COUNCILLORS

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**A BILL**

**FOR AN ORDINANCE INCREASING THE 2009 BUDGET OF THE GENERAL, WATER, WASTEWATER, STORM DRAINAGE, GENERAL CAPITAL OUTLAY REPLACEMENT, SALES & USE TAX, PARKS OPEN SPACE & TRAILS, CONSERVATION TRUST, AND GENERAL CAPITAL IMPROVEMENT FUND AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2009 ESTIMATED REVENUES IN THIS FUND.**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2009 appropriation for the General, Fleet, Water, Wastewater, Storm Drainage, General Capital Outlay Replacement, Sales & Use Tax, Parks Open Space & Trails, and General Capital Improvement Fund, initially appropriated by Ordinance No. 3432 is hereby increased by \$6,762,069. This appropriation is due to the appropriation of 2008 carryover.

Section 2. The \$6,762,069 increase in the General, Fleet, Water, Wastewater, Storm Drainage, General Capital Outlay Replacement, Sales & Use Tax, Parks Open Space & Trails, and General Capital Improvement Fund shall be allocated to City revenue and expense accounts as described in the City Council Agenda Item 10A&B dated August 10, 2009 (a copy of which may be obtained from the City Clerk) increasing City fund budgets as follows:

General Fund	\$2,920,978
Fleet Fund	16,590
Water Fund	3,904,079
Wastewater Fund	737,037
Storm Drainage Fund	298,413
General Capital Outlay Replacement Fund	(637,528)
Sales & Use Tax Fund	(3,852,068)
Parks Open Space & Trails Fund	(255,000)
General Capital Improvement	<u>3,629,568</u>
Total	<u>\$6,762,069</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 10<sup>th</sup> day of August, 2009.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 24<sup>th</sup> day of August, 2009.

ATTEST:

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Mayor

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City Clerk



## Agenda Item 10 C

**WESTMINSTER**  
**COLORADO**

### Agenda Memorandum

City Council Meeting  
August 10, 2009



**SUBJECT:** Councillor's Bill No. 24 re 2009 Community Development Block Grant Fund Appropriation

**Prepared By:** Vicky Bunsen, Community Development Programs Coordinator

#### Recommended City Council Action

Pass Councillor's Bill No. 24 on first reading appropriating funds received from the United States Department of Housing and Urban Development, Community Development Block Grant program, in the amount of \$559,370.

#### Summary Statement

- City Council action is requested to pass the attached Councillor's Bill on first reading appropriating the City's 2009 Community Development Block Grant (CDBG) funds in the amount of \$559,370, awarded by the U.S. Department of Housing and Urban Development (HUD).
- The 2009 CDBG allocation was designated to fund the 2009 CDBG projects, pursuant to City Council approval on November 24, 2008.
- CDBG funding has been decreasing for several years, from \$696,000 in 2003 to \$553,850 in 2008. The 2009 allocation is \$5,520 more than the 2008 amount.

**Expenditure Required:** \$ 559,370

**Source of Funds:** 2009 Community Development Block Grant Funds

**Policy Issue**

Should the 2009 CDBG funds in the amount of \$559,370 be appropriated to the 2009 CDBG projects as previously approved by City Council on November 24, 2008?

**Alternative**

Do not appropriate the 2009 CDBG funds in the amount of \$559,370. This alternative is not recommended because this funding is needed for proposed 2009 projects.

**Background Information**

The 2009 CDBG budget and projects were developed from input provided by Westminster residents and City Staff. Public notices and citizen comment periods were used to solicit community input on the development of the 2009 CDBG Action Plan. CDBG funds are used for community development projects that primarily benefit the City’s low- to moderate-income populations.

When City Council approved the 2009 projects on November 24, 2008, it was expected that the City’s grant would be about \$553,850 for 2009. The award is \$559,370, which provides another \$5,520 in funding for program administration and the Lowell Boulevard street improvement project.

The projects approved for 2009 and the recommended amounts are as follows:

<b>Project</b>	<b>Estimate</b>	<b>Actual</b>
Program Administration (20% - Salaries)	\$110,770	\$111,874
Lowell Boulevard Corridor Enhancements	443,080	\$447,496
<b>TOTAL</b>	<b>\$553,850</b>	<b>\$559,370</b>

**2009 CDBG Program Administration \$111,874**

Federal regulations allow grantees to utilize up to 20% of the CDBG funding for administration and planning expenses. Program administration funds cover the salary of the full-time CDBG Technician and a portion of the salary of the Community Development Programs Coordinator. HUD requires the City to provide a number of services that require a significant amount of staff time. Those duties include submission of the five-year Consolidated Plan, preparation of the annual action and performance reports, hosting citizen participation activities and community meetings, monitoring minority business contract reports, conducting environmental reviews, compliance with the Davis-Bacon Wage Act, national objective and eligibility review, and contracting and procurement regulatory procedures.

**Lowell Boulevard Streetscape Improvements \$447,496**

The amount of \$447,496 is assigned to finish this long-term project from 77<sup>th</sup> Avenue to Turnpike Drive, including street-lawn area improvements, landscaping, undergrounding of overhead utilities, decorative lighting, new sidewalk/bicycle trail construction, and repaving the street.

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

**REVENUES**

Description	Account Number	Current Budget	Amendment	Revised Budget
Block Grant-CDBG	7600.40610.0025	\$0	<u>\$559,370</u>	\$559,370
Total Change to Revenues			<u>\$559,370</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Salaries	76030350.60200.0000	\$0	<u>\$111,874</u>	\$111,874
CDBG-09 Block Grant	80576030722.80400.8888	0	<u>447,496</u>	447,496
Total Change to Expenses			<u>\$559,370</u>	

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **24**

SERIES OF 2009

INTRODUCED BY COUNCILLORS

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**A BILL  
FOR AN ORDINANCE INCREASING THE 2009 BUDGET OF THE COMMUNITY  
DEVELOPMENT BLOCK GRANT FUND AND AUTHORIZING A SUPPLEMENTAL  
APPROPRIATION FROM THE 2009 ESTIMATED REVENUES IN THIS FUND**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2009 appropriation for the CDBG Fund, initially appropriated by Ordinance No. 3432 is hereby increased by \$559,370. This appropriation is amount approved by the U.S. Department of Housing and Urban Development (HUD) for the City for 2009.

Section 2. The \$559,370 increase in the CDBG Fund shall be allocated to City revenue and expense accounts as described in the City Council Agenda Item 10 C, dated August 10, 2009 (a copy of which may be obtained from the City Clerk) increasing City fund budgets as follows:

CDBG Fund	<u>\$559,370</u>
Total	<u>\$559,370</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 10<sup>th</sup> day of August, 2009

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED  
this 24<sup>th</sup> day of August, 2009.

ATTEST:

\_\_\_\_\_  
Mayor

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



**WESTMINSTER  
COLORADO**

**Agenda Memorandum**

City Council Meeting  
August 10, 2009



**SUBJECT:** Lowell Boulevard Streetscape Improvements, 77<sup>th</sup> Avenue to US 36 -  
Construction Contracts and Expenditures

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

**Recommended City Council Action**

Authorize the City Manager to execute a contract with New Design Construction Company in the amount of \$767,306 for the construction of the Lowell Boulevard Streetscape Improvements from 77<sup>th</sup> Avenue to US 36; authorize the expenditure of up to \$120,000 for construction engineering services; authorize the expenditure of up to \$120,000 for street lighting installations; authorize a project contingency of \$80,000; and authorize the transfer of \$350,400 from the New Development Participation Capital Improvement Project account to the Lowell Boulevard Corridor Enhancement account.

**Summary Statement**

- The revitalization strategy for South Westminster includes improvements to Lowell Boulevard, an important collector street serving the area. Two phases of these improvements, covering the area from 73<sup>rd</sup> Avenue to 77<sup>th</sup> Avenue, were completed in 2006 and 2008. Using a combination of funding from Community Development Block Grants and the City's Capital Improvement Fund, the projects focus on enhancement of pedestrian facilities and the upgrading of landscaping while still retaining the character of the neighborhood.
- The next phase of Lowell Boulevard improvements, from 77<sup>th</sup> Avenue to just south of US 36, continues the reconstruction theme and includes a reconfiguration of the intersection of Lowell Boulevard with Turnpike Drive and 78<sup>th</sup> Avenue. Four general contractors submitted bids, with a low bid of \$767,306 from New Design Construction Company. A review of New Design's qualifications and recent experience confirms that they meet the requirements for acceptance of their bid, and staff is recommending the award of the contract to them.
- Work could begin as soon as the end of August 2009 and will be done in two phases in anticipation of downtime during winter months. The first phase will focus on construction of water system improvements and concrete and asphalt in Lowell Boulevard and Turnpike Drive so those streets can be made traffic worthy by mid-November. Both of these streets will take on extra traffic when the Colorado Department of Transportation (CDOT) closes 80<sup>th</sup> Avenue over US 36 in the first quarter of 2010. The remainder of the Lowell Boulevard project (landscaping, street lighting, etc) will be completed in the second quarter of 2010.
- In addition to the construction contract, staff is requesting authorization of expenditures as follows: up to \$120,000 for construction engineering services for the Lowell Boulevard project; up to \$120,000 for the estimated cost of minor electrical undergrounding and the provision and installation of decorative street lighting in the project area by Xcel Energy; and an overall contingency amount of \$80,000. This brings the total requested authorization to \$1,087,306.

**Expenditure Required:** \$1,087,306

**Source of Funds:** Lowell Boulevard Corridor Enhancement Account (\$599,810) following transfers; Community Development Block Grant Account (\$447,496); and the Pressure Zone Enhancements Account in the Utility Fund (\$40,000).

**Policy Issue**

Should the City enter into contracts for the next phase of reconstruction of Lowell Boulevard?

**Alternative**

The alternative is to postpone or abandon construction of the phase of Lowell Boulevard from 77<sup>th</sup> Avenue to US-36 and direct those funds to other projects in South Westminster. This is not recommended given Council’s commitment to enhancements in the area, particularly those in the Lowell Boulevard corridor. Other phases of improvement to Lowell Boulevard north from this phase are also being planned in accordance with priorities established earlier. In addition, completing the first phase of this project in 2009 will enhance the alternatives available for traffic detoured from 80<sup>th</sup> Avenue when the 80<sup>th</sup> Avenue overpass of US 36 is replaced by CDOT in 2010.

**Background Information**

Lowell Boulevard is a primary collector street that is an integral part of South Westminster, both in terms of transportation and history of the area. Revitalization strategies developed over the past few years have focused on the enhancement of Lowell Boulevard to improve its appearance, attract redevelopment/reinvestment, and enhance pedestrian facilities among other things. Two previous phases of improvements, from 73<sup>rd</sup> Avenue to 77<sup>th</sup> Avenue, were performed in 2006 and 2008 and have been well-received by the neighborhood.

The next phase of the project picks up at 77<sup>th</sup> Avenue and extends to the south side of US 36. Like the previous phase, it will reconstruct the street in a narrower configuration to create safe space for pedestrian facilities, including an eight-foot wide sidewalk detached from the new curb along the east side of the street and a sidewalk of minimum width five-feet along the west side. Although several trees will need to be removed to accommodate this reconfiguration, the net change will be positive since new street trees will be installed.

Operationally, Lowell Boulevard will be improved by the reconstruction of the multiple-legged intersection of Lowell Boulevard with Turnpike Drive and 78<sup>th</sup> Avenue. This intersection will be reconfigured to eliminate the existing offset of the intersecting streets and to align the two legs of Turnpike Drive (see attached project map). 78<sup>th</sup> Avenue will then be tied into Turnpike Drive west of Lowell Boulevard. The space created by the realignment of 78<sup>th</sup> Avenue will be improved as a small park-like area with trees and irrigated plantings. Improvements to the water system in 78<sup>th</sup> Avenue and in Turnpike Drive will also be made at this time to take advantage of the availability of the work area.

It will be necessary to construct the proposed project in two phases, the first of which will focus on having Lowell Boulevard and the realigned Turnpike Drive reconstructed and traffic worthy before winter weather precludes paving and forces down time for the contractor. This is important because these two streets will carry extra traffic when 80<sup>th</sup> Avenue is closed in the first quarter of 2010 by the Colorado Department of Transportation to replace the bridge over US 36. The remainder of the Lowell Boulevard project improvements including irrigation system installation, landscaping and street lighting will be completed in the second quarter of 2010.

The proposed project was advertised in the Denver Daily Journal and the Westminster Window, and bids were received from four contractors with the following results.

<b><u>Contractor</u></b>	<b><u>Submitted Bid</u></b>
New Design Construction Company	\$767,305.80
Quality Paving Company	\$789,995.70
Concrete Express, Inc.	\$998,911.55
Technology Constructors, Inc.	\$1,026,341.45
Engineer’s Estimate	\$1,034,300.00

New Design Construction Company (New Design) is the lowest bidder and meets the requirements established in the contract documents for award of the contract. The company's experience is aligned well with the primary components of the Lowell Boulevard project, and it has been in business in the region since 1985. In 2006, the City awarded New Design a contract for improvements to the Huron Street/128<sup>th</sup> Avenue intersection, and that work was completed satisfactorily. It is recommended that New Design Construction Company be awarded the contract for the Lowell Boulevard Streetscape Improvements, 77<sup>th</sup> Avenue to US 36, at its bid price of \$767,306.

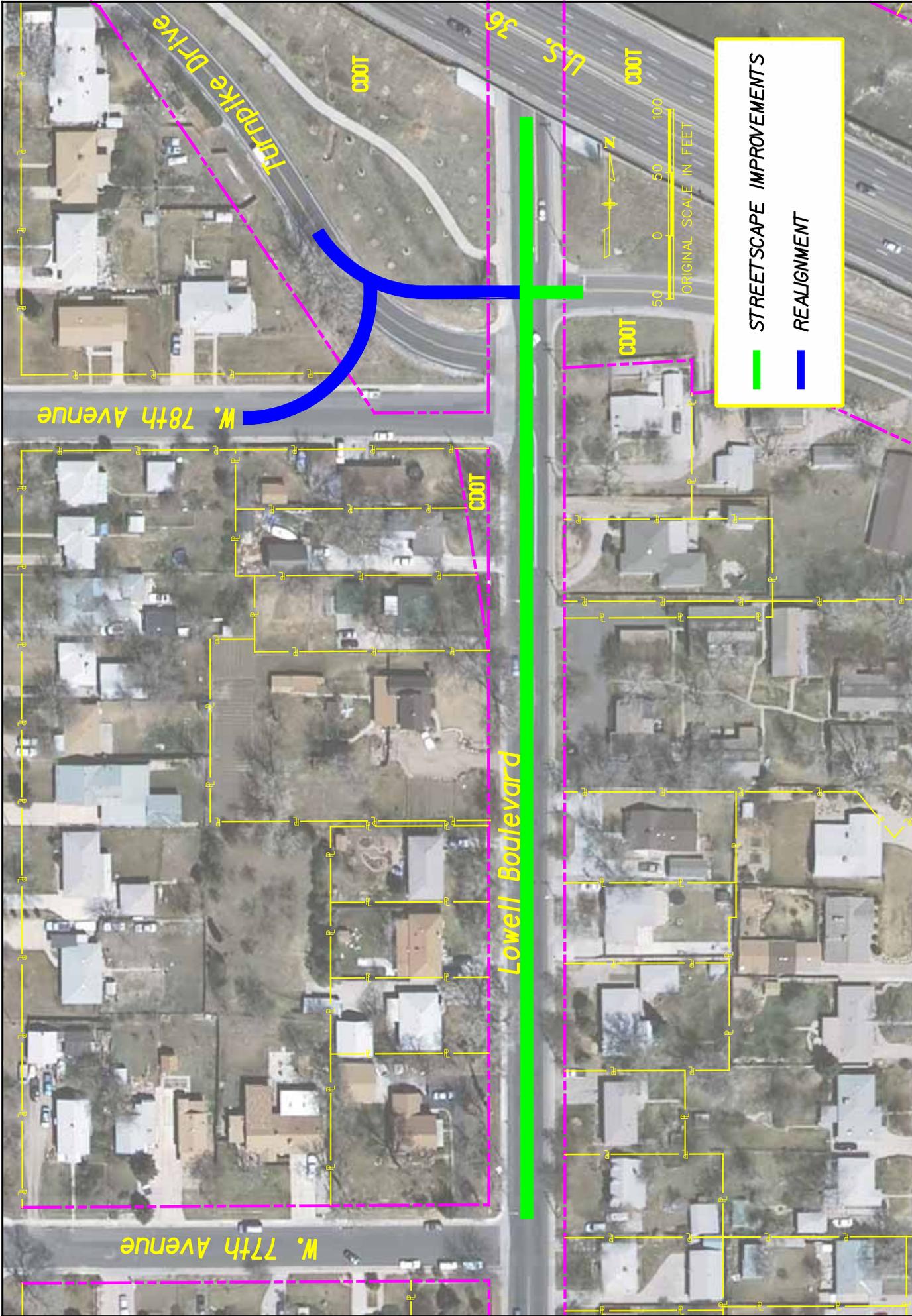
Along with the construction contract amount, it will be necessary to authorize \$120,000 for construction engineering services to be provided by the consulting engineering firm of Short Elliot Hendrickson Inc. (SEH). SEH staff designed this and previous phases of the Lowell Boulevard improvements, so they bring with them extensive knowledge of these projects. The fee structure in the contract will be set up as a not-to-exceed amount, allowing City staff to direct SEH efforts according to the progress and attention that the contractor gives to the project. In addition, Xcel Energy will be doing relocation work and will install street lighting to match the fixtures installed along Lowell Boulevard south of 77<sup>th</sup> Avenue. Xcel has provided a preliminary estimate of \$120,000 for their work in this project. Included within the construction contract amount is approximately \$40,000 of water system improvements being done with this project in 78<sup>th</sup> Avenue and Turnpike Drive to improve pressure distribution and water delivery characteristics in this neighborhood. Finally, a contingency amount of \$80,000 is recommended.

A total authorization of \$1,087,306 is being requested. \$599,810 will come from the Lowell Boulevard Corridor Enhancement account following a recommended transfer of \$350,410 from the New Development Participation Account and a fiscal year 2008 carryover appropriation of \$249,400 (which appears elsewhere on the August 10<sup>th</sup> City Council Agenda). Since the project includes water system enhancements, authorization of \$40,000 from the Pressure Zone Enhancements account in the Utility Fund is being requested. Lastly, City Council recently appropriated the 2009 Community Development Block Grant funds in the amount of \$447,496 and is now being asked to authorize this for expenditure in the Lowell Boulevard Streetscape improvements project.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment



2637 Midpoint Drive, Suite E  
 Fort Collins, CO 80525  
 (o) 970.484.3611 (f) 970.484.4118



**TERRASAN**  
 PLANNING & LANDSCAPE ARCHITECTURE  
 1660 Gilpin Street  
 Denver, Colorado 80218  
 Tel: (303) 331-1717 Fax: (303) 331-1815



**LOWELL BLVD.**  
 STREETSCAPE IMPROVEMENTS  
 FROM 77TH AVENUE TO US HWY 36