



WESTMINSTER
COLORADO

October 22, 2001
7:30 P.M.
AGENDA

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

Members of the audience are invited to speak at the Council meeting. Citizen Communication (item 5) and Citizen Presentations (item 12) are reserved for comments on items not contained on the printed agenda.

1. Pledge of Allegiance
2. Roll Call
3. Consideration of Minutes of Preceding Meetings
4. Presentations
 - A. Proclamation re Red Ribbon Week
5. Citizen Communication (5 minutes or less)
6. Report of City Officials
 - A. City Manager's Report
7. City Council Comments

The "Consent Agenda" is a group of routine matters to be acted on with a single motion and vote. The Mayor will ask if any citizen wishes to have an item discussed. Citizens then may request that the subject item be removed from the Consent Agenda for discussion separately.

8. Consent Agenda
 - A. Quarterly Insurance Claims Report
 - B. Renewal of Property and Liability Excess Insurance
 - C. Employee Health Insurance Renewals
 - D. Legal Services re Westminster Boulevard Right of Way Acquisition
 - E. 2002 Traffic Signal Maintenance Contract
 - F. Savory Farms Water Tower Renovations structural work at a cost of \$22,200
 - G. Additional Funding for Federal Boulevard Extension Project
 - H. Semper Water Treatment Facility Improvements with Best Access Systems for \$75,000
 - I. Councillor's Bill No. 63 Collection Timing Requirements for School Land Dedication (Atchison-Dixon)
 - J. Councillor's Bill No. 64 re 2002 Appropriations (Merkel-Hicks)
9. Appointments and Resignations
10. Public Hearings and Other New Business
 - A. Public Hearing re Community Development Block Grant Action Plan
 - B. Public Hearing re Maple Place rezoning, Preliminary/Official Development Plan
 - C. Councillor's Bill No. 65 rezoning of the Maple Place property from R-1 to Planned Unit Development.
 - D. Preliminary/Official Development Plan for Maple Place Planned Unit Development
 - E. Public Hearing re Huron Street Annexation
 - F. Resolution No. 63 making certain findings of fact re Huron Street Right of Way
 - G. Councillor's Bill No. 66 annexing a portion of the Huron Street right-of-way
 - H. Public Hearing re Comprehensive Land Use Plan Amendments
 - I. Councillor's Bill No. 67 approving 15 proposed amendments to the Comprehensive Land
 - J. Councillor's Bill No. 68 re 2001 Budget Supplemental Appropriations
 - K. Councillor's Bill No. 69 re 2001 Local Law Enforcement Block Grant Funds
 - L. Resolution No. 64 re Active Military Duty During Enduring Freedom
 - M. Councillor's Bill No. 70 re Violation of Bail Bond Conditions
 - N. Revised Employment Agreement with Municipal Court Judge John Stipech
 - O. Councillor's Bill No. 71 re Municipal Court Judge Salary for 2002
 - P. Revised Employment Agreement with City Attorney Martin McCullough

11. Old Business and Passage of Ordinances on Second Reading
None
12. **Citizen Presentations (longer than 5 minutes) and Miscellaneous Business**
 - A. City Council
 - B. Request for Executive Session
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, OCTOBER 22, 2001 AT 7:50 P.M.

PLEDGE OF ALLEGIANCE:

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

ROLL CALL:

Mayor Heil, Mayor Pro Tem Dixon, Councillors Atchison, Hicks, Kauffman, Moss and Merkel were present at roll call. Brent McFall, City Manager; Martin McCullough, City Attorney; and Michele Kelley, City Clerk were also present. Absent none.

CONSIDERATION OF MINUTES:

Councillor Merkel moved, seconded by Councillor Atchison to accept the minutes of the meeting of October 8, 2001 with no corrections or additions. The motion carried unanimously.

PRESENTATIONS:

Mayor Heil presented Cindy Jeffries, Eleanor Scott, and Colleen Mazzucca of the School District 50 Westminster Area Community Awareness Action Team with a certificate proclaiming October 22-26 as "Red Ribbon Week."

CITY MANAGER COMMENTS:

Brent McFall, City Manager, stated that there would be an executive session to discuss security measures at City facilities and a contract negotiation.

CONSENT AGENDA:

The following items were considered as part of the Consent Agenda: Quarterly Insurance Claims Report; Renewal of Property and Liability Excess Insurance for \$220,368; Employee Health Insurance Renewals for \$5,030,000; Legal Services re Acquisition of Right-of-Way for the Westminster Boulevard Extension with Opperman and Associates for \$75,000; Bid for 2002 Traffic Signal Maintenance to W.L. Contractors for \$115,920; Savory Farms Water Tower Phase I Renovation for \$22,200; Additional funding for Federal Boulevard Extension project for \$298,200; Semper Water Treatment Facility Improvements contract with Best Access Systems for \$75,000; CB No. 63 re Collection Timing Requirements for School Land Dedication; and CB No. 64 re 2002 Appropriations.

The Mayor asked if there was any member of Council or anyone from the audience who would like to have any of the consent agenda items removed for discussion purposes or separate vote. Councillor Atchison asked that the Savory Farms Water Tower Renovations be removed for separate vote.

Councillor Moss moved, seconded by Councillor Hicks to adopt the remaining Consent Agenda items as presented. The motion carried unanimously.

SAVORY FARMS WATER TOWER RENOVATIONS

Councillor Moss moved, seconded by Mayor Pro-Tem Dixon to authorize the City Manager to proceed with Phase I Savory Farms Water Tower Renovations structural work at a cost of \$22,200 to be paid through a \$5,000 developer contribution and \$17,200 in contingency funds. The motion carried with a dissenting vote from Councillor Atchison.

PUBLIC HEARING ON USE OF THE 2002 CDBG FUNDS FROM HUD

At 8:01 P.M. the public hearing was opened on the use of the 2002 Community Development Block Grant fund allocation from HUD. John Carpenter, Community Development Director, gave a brief description of the CDBG process. There were no comments. The public hearing was declared closed at 8:05 P.M.

PUBLIC HEARING ON PROPOSED MAPLE PLACE REZONING AND THE PDP/OPD

At 8:05 P.M. the public hearing was opened on the proposed Maple Place rezoning and Preliminary and Official Development Plan. Dave Shinneman, Planning Director, entered a copy of the Agenda Memorandum, and other related items into the record. Jay Scolnick, President of Premier Community Homes was present and addressed Council. There was no opposition. The public hearing was declared closed at 8:32 P.M.

COUNCILLORS BILL NO. 65 RE REZONING THE MAPLE PLACE PROPERTY

Councillor Hicks moved, seconded by Mayor Pro-Tem Dixon to pass Councillors Bill No. 65 on first reading approving the rezoning of the Maple Place property from R-1 to Planned Unit Development. This recommendation is based on the findings set forth in Section 11-5-3 of the Westminster Municipal Code. Upon roll call vote, the motion carried unanimously.

PRELIMINARY/OFFICIAL DEVELOPMENT PLAN WITHIN THE MAPLE PLACE PUD

Councillor Hicks moved, seconded by Mayor Pro-Tem Dixon to approve the Preliminary/Official Development Plan within the Maple Place Planned Unit Development. This recommendation is based on a determination that the findings set forth in Sections 11-5-14 and 11-5-15 of the Westminster Municipal Code have been met. The motion carried unanimously.

PUBLIC HEARING ON HURON STREET RIGHT-OF-WAY ANNEXATION

At 8:35 P.M. the public hearing was opened on the Huron Street Right-of-Way Annexation. Dave Shinneman, Planning Director, entered a copy of the Agenda Memorandum, and other related items into the record. There was no opposition. The public hearing was declared closed at 8:38 P.M.

RESOLUTION NO. 63 MAKING FINDINGS OF FACT ON HURON ST RIGHT-OF-WAY ANNEXATION

Councillor Hicks moved, seconded by Councillor Merkel to adopt Resolution No. 63 making certain findings of fact as required by Section 31-12-110 C.R.S on the Huron Street ROW annexation. Upon roll call vote, the motion carried unanimously.

COUNCILLOR'S BILL NO. 66 RE ANNEXING A PORTION OF THE HURON STREET RIGHT-OF-WAY

Councillor Hicks moved, seconded by Councillor Merkel to pass Councillors Bill No. 66 on first reading annexing a portion of the Huron street right-of-way to the City of Westminster. Upon roll call vote, the motion carried unanimously.

PUBLIC HEARING ON COMPREHENSIVE LAND USE PLAN AMENDMENTS

At 8:40 P.M. the public hearing was opened on the Comprehensive Land Use Plan Amendments. Dave Shinneman, Planning Director, entered a copy of the Agenda Memorandum, and other related items into the record. John Giezentanner, 10551 W 105th Avenue, addressed Council. There was no opposition. The public hearing was declared closed at 8:55 P.M.

COUNCILLOR'S BILL NO. 67 RE COMPREHENSIVE LAND USE PLAN AMENDMENTS

Councillor Atchison moved, seconded by Councillor Merkel to pass Councillors Bill No. 67 on first reading approving the 15 proposed amendments to the Comprehensive Land Use Plan as shown on maps 1 through 13.

Councillor Moss moved, seconded by Councillor Kauffman, to amend the main motion to approve 14 proposed amendments to the Comprehensive Land Use Plan as shown on maps 2 through 13, excluding map 1. The motion carried unanimously.

Upon roll call vote, the main motion as amended carried unanimously.

COUNCILLOR'S BILL NO. 68 RE 2001 BUDGET SUPPLEMENTAL APPROPRIATION

Councillor Hicks moved, seconded by Mayor Pro-Tem Dixon to pass Councillors Bill No. 68 on first reading providing for supplementary appropriations to the 2001 General Fund, Debt Service Fund and General Capital Improvement Fund. Upon roll call vote, the motion carried unanimously.

COUNCILLOR'S BILL NO. 69 RE 2001 LOCAL LAW ENFORCEMENT BLOCK GRANT FUNDS

Councillor Atchison moved, seconded by Mayor Pro-Tem Dixon to pass Councillors Bill No. 69 on first reading appropriating \$56,320 from the Local Law Enforcement Block Grants Program to the Police Department's Patrol Services division budget. Upon roll call vote, the motion carried unanimously.

RESOLUTION NO. 64 RE ACTIVE MILITARY DUTY DURING ENDURING FREEDOM

Councillor Atchison moved, seconded by Councillor Moss to adopt Resolution No. 64 which extends pay and benefits to those City employees who have been called, or are called in the future, to active military duty in connection with the military operation Enduring Freedom for up to a period of six months. Upon roll call vote, the motion carried unanimously.

COUNCILLOR'S BILL NO. 70 RE VIOLATION OF BAIL BOND CONDITIONS

Councillor Kauffman moved, seconded by Councillor Merkel to pass Councillors Bill No. 70 on first reading making violation of bail bond conditions a municipal offense. Upon roll call vote, the motion carried unanimously.

REVISED EMPLOYMENT AGREEMENT WITH JOHN A. STIPECH

Councillor Merkel moved, seconded by Councillor Atchison to authorize the Mayor to execute a revised employment agreement with John A. Stipech for his services as Presiding Judge for 2002 and 2003 with an effective date of January 1, 2002. The motion carried unanimously.

COUNCILLOR'S BILL NO. 71 RE AMENDING THE SALARY OF MUNICIPAL JUDGE

Councillor Merkel moved, seconded by Mayor Pro-Tem Dixon to pass Councillors Bill No. 71 on first reading appropriating a change to the salary for the Presiding Judge. Upon roll call vote, the motion carried unanimously.

REVISED EMPLOYMENT AGREEMENT WITH CITY ATTORNEY MARTIN MCCULLOUGH

Mayor Pro-Tem Dixon moved, seconded by Councillor Merkel to approve the revised employment agreement with Martin McCullough serving in the position of City Attorney for calendar years 2002 and 2003, and authorize the Mayor to execute the agreement on behalf of City Council. The motion carried unanimously.

MISCELLANEOUS BUSINESS:

Mayor Heil stated there would be an Executive Session for discussion on: security measures at City facilities and a contract negotiation.

ADJOURNMENT:

The meeting was adjourned at 9:05 P.M.

ATTEST

City Clerk

Mayor



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
October 22, 2001

SUBJECT: Proclamation re Red Ribbon Week

Summary Statement

- City Council is requested to proclaim the week of October 22nd as Red Ribbon Week in the City of Westminster.
- The City is supporting the Red Ribbon Campaign again this year. Locally, Westminster in conjunction with the Westminster Area Community Awareness Action Team (CAAT) formerly known as the Westminster District 50 Drug and Alcohol Resource Effort (DARE); local schools, churches and area businesses have joined together to encourage a drug-free lifestyle.
- Phil and Phyllis Aschenbrenner, Cindy Jeffries, Eleanor Scott; and Colleen Mazzucca; of the School District 50 Westminster Area Community Awareness Action Team will be present to accept this proclamation and present City Council with red ribbons for distribution to City employees to wear during week.

Expenditure Required: \$0

Source of Funds:

Recommended City Council Action

Council proclaim the week of October 22nd as Red Ribbon Week in the City of Westminster.

SUBJECT: Proclamation re Red Ribbon Week – Page 2

Prepared By: Mary Joy Barajas, Executive Secretary to the City Manager

Policy Issue

Should City Council adopt this proclamation to proclaim the week of October 22nd as Red Ribbon Week in the City of Westminster?

Alternative

None.

Background Information

By joining with us as Ribbon by Ribbon...Neighbor by Neighbor...we become united for drug-free youth by participating in this year's Red Ribbon Campaign.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

WHEREAS, Alcohol, tobacco and other drug use by our youth is a threat to the future of our Nation; and

WHEREAS, It is imperative that a unified and visible commitment of prevention efforts by community members be continued to reduce the demand for illegal drugs; and illegal use of legal drugs; and

WHEREAS, The National Family Partnership and the Westminster Area Community Awareness Action Team (C.A.A.T.) are sponsoring the national, statewide and local Red Ribbon Campaign, offering citizens the opportunity to demonstrate their commitment toward helping children stay drug free as they grow up; and

WHEREAS, The Red Ribbon Campaign will be celebrated in communities across the nation during Red Ribbon Week, October 22 through 28, 2001; and

WHEREAS, Westminster area school students and faculty, businesses, government, law enforcement, religious institutions, service organizations, youth, health providers, senior citizens, sports teams, and individuals will demonstrate their commitment to drug free lifestyles by wearing and displaying red ribbons during this week-long campaign; and

WHEREAS, The City of Westminster is committing its resources to ensure the success of the Red Ribbon Campaign.

NOW, THEREFORE, I, Nancy Heil, Mayor of the City of Westminster, on behalf of the entire City Council and Staff do hereby proclaim October 22nd through 28th, 2001 as

RED RIBBON WEEK

in the City of Westminster, and encourage our citizens to participate in drug prevention education activities, making a visible statement that we are strongly committed to a drug free community.

Signed this 22nd day of October, 2001.

Nancy M. Heil, Mayor



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
October 22, 2001

SUBJECT: Quarterly Insurance Claims Report: July - September, 2001

Summary Statement

- This report contains a list of third party claims filed with the City from July 1 through September 30, 2001.
- The information provided on each claim includes the claim number, date of loss, claimant's name and address and a brief summary of the claim and the claim's status. Since all claims represent a potential liability to the City, Risk Management Staff works closely with the City Attorney's Office to make sure that the interests of both the City and the citizen are addressed in each instance. All of the claims listed in this report are in compliance with City Ordinance No. 1411 of 1984.
- For the year to date, Staff has noted the following from the report below:
 - Five of the 17 claims reported in the third quarter of 2001 have been paid or denied.
 - Claim payments in 1999 were higher due to the flooding experienced during that year
 - There are 2 claims remaining open from 1999.
 - All claims from 1998 have been closed.

Recommended City Council Action

Accept the quarterly Insurance Claims Report.

Policy Issues

None

SUBJECT: Quarterly Insurance Claims Report: July - September, 2001 – Page 2

Prepared by: Cindy Wiesley, Interim Risk Management Specialist
Martee Erichson, Risk Management Officer

CLAIM SUMMARY –Year to date 2001, Annual Totals 2000-1998

	<u>2001</u> <u>9 months</u>	<u>2000</u>	<u>1999</u>	<u>1998</u>
Administration	0	0	1	0
Police Professional	5	7	9	12
Auto Liability	18	20	17	21
Streets and Roads	10	8	2	2
Sewer Backups	2	6	30	1
Water Operations	13	10	16	0
General Liability	10	33	14	17
No. of Claims Filed	58	84	89	53
No. of Open Claims	23	6	2	0
Cost of Claims Pd to Date	\$79,344	\$87,444	\$394,661	\$57,603

Police Professional Claims. There were no new claims filed this quarter.

Auto Liability Claims. There were eight claims, one being a rear-end accident. Five accidents involved Police cars driven by officers who were either responding to calls, or in pursuit. Two of the police vehicle accidents were denied, one past the statute of limitations, and the other was not a direct cause of the accident. The other two auto accidents occurred when employees backed City vehicles into citizens' vehicles. Damages paid were \$11,973.72

Street Related Claims. There were two claims, one from a dump truck with gravel, the other due to a hole left in the street after a water line excavation. One claim was paid for vehicle damages for \$1,675.34 and the last claim is under investigation.

Sewer Backup Claims. There were no claims this quarter.

Water Operation Claims. There were five claims. Three claims were as a result of poor utility locates; one was denied and the other two are in the process of denial. One of the other water claims was due to a meter lid missing, which was denied. The other claim involved damage to equipment due to the water being off during a main break. This claim is under investigation.

General Liability Claims. There were two claims filed. One individual is claiming violation of constitutional rights, and the other individual is claiming that claims erosion and prairie dog problems due to a future park development. Both claims are under investigation.

Background Information

The Risk Management Division received the following claims during the third quarter of 2001:

1. WS12510143 Date of Loss: June 21, 2001. Juliette Hidahl, 2442 S St Paul Street, Denver, CO 80210. Claimant alleges that a City employee driving a City Parks Division truck backed into her parked car. CIRSA settled the claim for \$2,084.54.

SUBJECT: Quarterly Insurance Claims Report: July - September, 2001 – Page 3

2. WS14620144 Date of Loss: June 28, 2001. Douglas Brown, 10971 Otis Street, Westminster, CO 80020. Claimant alleges that the City is responsible for damage to his car's hood and windshield when gravel fell from a dump truck. CIRSA settled the claim for \$1,675.34.
3. WS16680145 Date of Loss: July 1, 2001. Robert Nolasco, 2871 Eliot Circle Apt 1, Westminster, CO 80030. Claimant alleges that he suffered injuries resulting from stepping into a meter pit without a lid. CIRSA denied the claim, referring it to the property owner.
4. WS12500146 Date of Loss: June 26, 2001. Craig Gallup, 2106 East 113th Place, Northglenn, CO 80233. Claimant alleges violation of Constitutional rights after receiving a letter suspending his admission to any City of Westminster recreational facilities. CIRSA is investigating.
5. WS12510147 Date of Loss: August 14, 2001. Leesa Walters, 3997 Promontory Court, Boulder, CO 80304. Claimant alleges that a City employee driving a Parks Division vehicle rear-ended her vehicle. CIRSA is processing the claim and has paid \$473.59 in damages and waiting for the car rental costs.
6. WS10310148 Date of Loss: August 18, 2001. Lynda Watkins, 1555 Filbert Court, Apt 1, Denver, CO 80220. Claimant alleges a Police Department employee driving a police van tried to go around her, stopped in traffic and struck the side of her vehicle. CIRSA paid her vehicle damages of \$1,822.23 and is awaiting the charges for a rental vehicle. Damages to the City vehicle were \$1,558.60.
7. WS16690149 Date of Loss: July 4, 2001. Xcel Energy, PO Box 840, Denver, CO 80201. Claimant alleges City of Westminster employees working on a water line struck a gas line. CIRSA paid \$1,901.80.
8. WS10340150 Date of Loss: July 15, 2001. National Car Rental, 24200 East 78th Avenue, Denver, CO 80249. Claimant alleges their car was damaged by another vehicle during a police pursuit. CIRSA denied the claim; officer was not at fault.
9. WS16690151 Date of Loss: April 26, 2001. Xcel Energy, PO Box 840, Denver, CO 80201. Claimant alleges a gas line was struck during a water tap installation. CIRSA's preliminary investigation has found that the line was not correctly located. Since this responsibility was outsourced to a contractor, the City has no liability in this matter. The claim is in the process of being denied.
10. WS12480152 Date of Loss: July 29, 2001. Lauren Avram, 3060 West 114th Loop, Westminster, CO 80031. Claimant alleges erosion and prairie dogs from a future park site have caused damage to her lawn. Claimant seeks \$404 in damages. CIRSA is investigating the claim.
11. WS10350153 Date of Loss: December 28, 1998. Chanthea Chea, 13340 Tejon Street, Westminster, CO 80234. Claimant alleges a Westminster police officer driving a patrol car ran into a brick pillar on her property. Claimant seeks \$733 in damages. CIRSA is in the process of denying the claim, due to the fact that the statute of limitations date has passed.
12. WS13600154 Date of Loss: August 20, 2001. Tony Beilman, 7795 Perry Place, Westminster, CO 80030. Claimant alleges that the City is responsible for damages to his car and alignment due to a hole left uncovered in the street after a sewer line repair. CIRSA is investigating.
13. WS11460155 Date of Loss: April 3, 2001. Qwest, PO Box 2348, Seattle, WA 98111. Claimant alleges that the City is responsible for damages to a buried conduit that was struck during a water line excavation. Claimant seeks \$99 in damages. CIRSA is in the process of denying the claim due to the fact that the line was not correctly located. Since this responsibility was outsourced to a contractor, the City has no liability in this matter.

SUBJECT: Quarterly Insurance Claims Report: July - September, 2001 – Page 4

14. WS10350156 Date of Loss: September 1, 2001. Howard Wilson, 18264 West 58th Place #8, Golden, CO 80403. Claimant alleges that a Westminster police officer driving a patrol car struck his car while the claimant was driving through the intersection on a green light. CIRSA has paid \$4,476.79.
15. WS12510157 Date of Loss: August 27, 2001. Jane Zimmerman, 15664 deGaulle Circle, Brighton, CO 80603. Claimant alleges a City employee driving a Parks Division truck with a trailer backed into her vehicle. CIRSA has paid \$2,257.47 and is waiting for the car rental bill.
16. WS10360158 Date of Loss: August 13, 2001. Brandon Fusie, 11646 Country Club Lane, Westminster, CO 80234. Claimant alleges that a Westminster police officer driving a patrol car hit his parked truck. Claimant seeks \$1,325 in damages. CIRSA has just received the claim.
17. WS16690159 Date of Loss: August 6, 2001. Dr. Nelson Sanders of Westminster Dental Arts Group, 7350 Lowell Boulevard, Westminster, CO 80030. Claimant alleges that the City is responsible for damages to a vacuum pump that burned out due to the water being off during a main break. Claimant seeks \$1,942 in damages. CIRSA just received the claim and is beginning its investigation.

Respectfully submitted,

J. Brent McFall
City Manager



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
October 22, 2001

SUBJECT: Renewal of Property and Liability Excess Insurance

Summary Statement

- City Council action is requested to authorize the annual expenditure for the 2002 contribution to the Colorado Intergovernmental Risk Sharing Agency (CIRSA) for property and liability insurance.
- The City annually purchases insurance to cover assets (buildings, vehicles, equipment, open space and parks) and to protect itself from liability exposure resulting from claims brought against the City and its employees. The preliminary quote from CIRSA for 2002 for property and liability coverage is \$220,368, which represents a premium of \$230,347 minus a loss control credit of \$9,979.
- The current quote is preliminary. However, the City's response is an indication of the City's commitment to continue as a member of the pool through 2002.
- City Staff is also requesting approval of a 10% contingency in the event that the final quote from CIRSA is higher than the preliminary quote.
- The cost of coverage in 2001 was \$191,816. The preliminary quote for next year of \$220,368 represents an increase in premium of \$28,004 (14%) and a slight decrease in the loss control credit of \$548 (5%) from 2001. The increase in premium is due to the addition of new and more valuable vehicles (trucks), the completion of the West View Recreation Center, and the increased value of existing properties. The decrease in loss control credits (from 106 in 2000 to 103 in 2001) is due to the City losing credit points on a few Safety and Loss Control items that CIRSA tracks.

Expenditure Required: **\$ 220,368**

Source of Funds: Property and Liability Self Insurance Fund

Recommended City Council Action

Authorize the City Manager to enter into an agreement with CIRSA for the purchase of excess insurance for \$220,368 along with a 10% contingency amount in the event the final quote comes in higher, and charge this expense to the 2002 Property and Liability Self-Insurance Fund.

SUBJECT: Renewal of Property and Liability Excess Insurance – Page 2

Prepared By: Martee Erichson, Risk Management Officer

Policy Issue

Whether the City should continue to use a municipal insurance pool for placement of its property and liability coverage.

Alternative(s)

City Council could reject staff's recommendations to utilize CIRSA for this insurance coverage and direct staff to seek proposals on the open insurance market. This process would be done utilizing an insurance brokerage firm, since most insurance carriers do not deal directly with an insured. Based on current information on the market, brokerage fees for this service could run the City anywhere from \$7,500 to \$10,000 to bid out the insurance. It may be difficult for private insurance carriers to match the rates provided by CIRSA and the customized services that CIRSA provides to government entities, especially given the status of the insurance industry in general at this time. This is an option that Staff would like to pursue for the 2003 policy period, if only to verify that the City is receiving the best coverage at the best price.

Background Information

The City of Westminster has been a member of the Colorado Intergovernmental Risk Sharing Agency since its inception in 1982. Since that time, the pool has grown from its original 18 cities to 160 members. CIRSA provides property and liability coverage that is tailored to meet the municipal exposures. On January 1, 1988, the City implemented a large, self-insured retention program, electing to pay the first \$100,000 of each property claim and the first \$150,000 of each liability claim. A reserve fund insures that funds are available to cover deductible expenses in the event of a catastrophic year or a year in which multiple, large claims occur that fall within the deductible level. With the continued growth of the City, Staff is recommending that the current reserving program be continued as is. The un-audited fund balance at the end of 2000 was \$1,865,357.

The City has continued to purchase its excess property and liability coverage from CIRSA for several reasons:

- CIRSA has provided favorable quotes for its insurance
- CIRSA was established by municipalities specifically to provide insurance that meets the unique needs of Colorado cities and towns
- Unlike all brokers or private insurance companies, CIRSA does not charge commissions

The services provided by CIRSA include all claims handling, loss control, administrative services and the following excess coverage:

- Property coverage in excess of \$100,000 to \$201,000,000 (limits shared with all pool members)
- \$1,000,000 per occurrence/aggregate business interruption coverage
- Public officials liability coverage from \$150,000 to \$5,000,000 per occurrence/aggregate
- Police Professional Liability insurance from \$150,000 to \$5,000,000 per occurrence/aggregate
- Motor vehicle physical damage from \$100,000 to \$600,000 per occurrence
- General Liability Insurance coverage from \$150,000 to \$600,000 per occurrence

The success of the City's self-insured Property and Liability Program can be attributed to several factors, including the on-going employee safety training and other loss control practices initiated by the individual departments and the Risk Management Staff, the efforts of the City's Employee Safety Committee and the City's effective working relationship with CIRSA claims adjusting Staff.

SUBJECT: Renewal of Property and Liability Excess Insurance – Page 3

Loss control activities include:

- Off-site inspection of facilities
- Annual defensive drivers training
- The annual snowplow rodeo and training sponsored by the Public Works and Utilities Department

By maintaining a strong focus on loss control, Staff believes that the benefits of the higher self-insured retention continue to outweigh the risks involved over the long term. Therefore, Staff recommends that Council authorize the expenditure for the 2002 contribution to CIRSA for the Property and Liability.

The quote for the 2002 property and liability insurance premium is preliminary at this time. CIRSA members are being asked to approve the premiums and continuation of membership at this time so that CIRSA can calculate final premium quotes based on all members responses. It is anticipated that final premium quotes will be distributed in December. To avoid having to return to City Council in the event the final premiums come in higher than this preliminary quote, Staff's recommended action includes a 10% contingency factor of \$22,000 with the total final premium not to exceed \$242,368.

The preliminary quote is over the 2002 budget amount set for property and liability insurance premium by \$9,668, but there are more than adequate reserves in the Property and Liability Self Insurance Fund to cover this amount plus a 10% increase if necessary.

Respectfully submitted,

J. Brent McFall
City Manager



WESTMINSTER
COLORADO

City Council Meeting
October 22, 2001

SUBJECT: Employee Health Insurance Renewals

Summary Statement

- City Council action is requested to authorize the City Manager to renew the contracts with Anthem BlueCross BlueShield of Colorado, Kaiser, and Delta Dental for employee medical and dental coverages for 2002 and to approve 2002 medical and dental employer and employee contribution rates.
- City Staff recommendations represent a relatively small percentage increase in employer and employee costs, when compared with increases being experienced elsewhere, and the continuation of quality health care plans for employees and their dependents.
- Staff is recommending increases of 13.5% in premiums for both the City and employees for all four plan options effective January 1, 2002.
- As part of a strategy to keep premium increases relatively low, Staff is recommending that certain co-payments required for HMO Colorado and Kaiser plan participants be increased.
- The recommended rates are predicated on the drawing down of \$405,000 in plan reserves. Drawing down some of the reserves is recommended because the current level of unrestricted reserves of more than \$2.3 million is considerably more than is necessary for the City's health plan.
- The City's cost for these benefits is within the amount included in the 2002 Budget for health insurance.
- During the past several months, eight firms plus Kaiser and Anthem BlueCross BlueShield were asked to submit quotes for the City's medical insurance program. Six of the eight firms declined to provide quotes. The two quotes received were not competitive with the quotes obtained from the City's present medical insurance carriers.

Expenditure Required: **\$5,030,000**

Source of Funds:	General Fund	\$3,316,000
	Water Fund	487,000
	Wastewater Fund	182,000
	Golf Course Funds	36,700
	Employee Contributions	603,300
	Plan Reserves	405,000

Recommended City Council Action

Authorize the City Manager to renew contracts with Anthem BlueCross BlueShield, Kaiser, and Delta Dental with adjustments to contracts described in the Agenda Memorandum; authorize the continuation of a four-tier rate structure with the employer and employee premium rates as shown on the attachments to this memorandum; and charge the expense to the appropriate Central Charges accounts in the General, Golf, Water and Wastewater Funds.

SUBJECT: Employee Health Insurance Renewals – Page 2

Prepared by: Matt Lutkus, Deputy City Manager for Administration

Policy Issue(s):

- Whether to use excess reserves in the City's medical and dental self-insurance fund to absorb a portion of the increase in costs for providing employee health insurance coverage.
- Whether to reduce insurance coverages in the HMO plans as recommended by City Staff in order to help contain premium increases.

Alternatives

- Do not use Medical and Dental Plan reserves to reduce the impact of rising health insurance premiums. Staff does not recommend this alternative since the current reserves are more than sufficient to absorb the \$405,000 shortfall and funds are not currently available in the 2002 Budget for the additional City expense required. Approximately \$371,000 in additional City dollars would be needed beyond the amounts currently budgeted if no reserves are used to cover the shortfall.
- Realign the Employee/Employer premiums to shift additional costs to employees. While cost shifting to employees has become increasingly common in other industries, City Staff believes that, in order to remain competitive with the City's employment market, it makes sense to maintain the City's current employer contribution rate.
- Select one of the two other firms that submitted quotes to replace the City's current carriers. As is discussed in more detail below, the two programs offered by competing carriers provide less in the way of coverage for higher premiums than what the City would pay by renewing its policies with the present carriers. Staff is therefore not recommending this alternative.

Background Information

The City has had contracts with Delta Dental since 1984, Kaiser since 1977, and Anthem BlueCross BlueShield Triple Choice Plan since 1990. The present funding structure for the Anthem BlueCross BlueShield Triple Choice Plan includes the Blue Advantage HMO Program, which is a fully insured plan, and a self-insured program known as a Minimum Premium Plan for the PRIME and Custom Plus program. Expenses up to \$50,000 per person per year are charged to the City's claims expense account, while expenses beyond this amount are paid through Anthem BlueCross BlueShield's specific excess coverage. There are three parts to the Minimum Premium Plan: the administrative cost, the claims expense, and the termination run-out.

The termination run-out is used to cover claims incurred in the final months of a program, but not paid until after the program has ended. Any funds remaining in the claims account after the year has ended are rolled into a reserve account and retained by the City as backup for catastrophic claims and to stabilize rates. As of December 31, 2000, unrestricted reserves and funds set aside for the termination run-out totaled \$2,769,000. When the amount set aside for termination run-out and the anticipated draw down for 2001 expenses are accounted for, the unrestricted reserve balance is \$2,370,000. The current size of the unrestricted reserves mainly results from two factors: a much better than anticipated claims rate over the past ten years and the move to a fully insured Blue Cross HMO option versus self-insuring the program several years ago. The later change resulted in the freeing up of the amounts previously set aside for termination run-out for this program.

Since 1990, the City has used a blended rate structure so that the cost for all health plan options is the same. This practice has worked well since it streamlines administration of the benefit and discourages employees from changing options based solely on cost.

SUBJECT: Employee Health Insurance Renewals – Page 3

For year 2002, Staff is recommending an overall increase of 13.5% in the medical /dental rates for both the City and employee contributions. By way of comparison, the City's benefits broker Gallagher Byerly, Inc., reports that they are seeing increases of approximately 25-30% for most of their clients. The City has been able to maintain relatively low rates because of its very favorable claims experience, which is at least in part due to a relatively healthy workforce, the high emphasis that the City places on wellness, and the drawing down of reserve funds. Assuming that the consultant's projections for increasing claim costs are realized, holding the plan revenue increase to 13.5% will result in a reduction of \$405,000 to the plan reserves. This percentage is approximately 10 percentage points lower than what the increase would be if the City did not top into reserves and make the adjustments in benefits described below.

It is important to note that drawing down the reserves has the effect of keeping this year's health insurance increase lower. Thus, the percentage increase for 2002 to 2003 will likely need to be higher than if reserves were not used in 2001 and 2002. Nevertheless, given the sizeable reserves which are comprised of both employer and employee contributions, Staff and Gallagher Byerly agree that it makes good business sense to draw down on these reserves to help hold down the increases in City and employee contributions.

Another means being used to hold down plan costs is a proposed modest reduction in plan benefits. Staff is recommending the following changes:

- The co-payment for office visits and prescriptions for Kaiser participants would be increased from \$5 to \$10 and the co-payment for hospital stays would be increased from \$0 to \$100 per stay.
- The co-payment for Anthem BlueCross BlueShield HMO prescriptions would be increased from \$5 to \$10 for generic drugs, \$20 for brand name drugs, and \$35 for drugs not included on their formulary.

The above changes will result in premium reductions of \$114,000 for these plans. These reductions are reflected in the proposed rates for 2002. The proposed increases in plan participant co-payments are consistent with what most other employers have either implemented already or will be implementing in the coming year.

For 2002, Staff is recommending that the Wellness Incentive Program be continued at the current level. The program provides all employees who join the Wellness Program and who do not smoke, a discount toward their health insurance premiums. The program provides discounts of \$10 per month for employees with employee only, \$20 for employees with employee plus spouse or employee plus children coverage, and \$30 for employees with family coverage. To be a member of the Wellness program, and employee agrees to participate in an annual fitness test and have a blood lipid profile, to meet with the Wellness Coordinator, to set personal fitness goals, and to participate in at least one fitness event per year. Employees can also attend various educational offerings such as brown bag lunches on nutrition, breast cancer, heart disease, etc. that are offered throughout the year. As of September 2001, there were 660 employees enrolled in the Wellness Program

Based on current employee enrollment, the total cost for the City's share of the medical and dental premiums will be \$4,021,700 in 2002. This amount has been included in the General, Golf, Water and Wastewater Funds in the adopted 2002 Budget.

For the past several months, Gallagher Byerly has been working on the City's behalf to market the City's employee medical plan coverages. The results of this marketing effort have been disappointing. The following six firms declined to submit quotes: Aetna, Mutual of Omaha, CBSA, Inc., Great West Life, InterCare, and Mountain States Administration Co.

Two firms, CIGNA and United Healthcare did submit quotes. However, these quotes were considerably higher than the quoted premiums for the City's current carriers. CIGNA was 4.9% higher and United Healthcare was 10.5% higher. Both plans would have also included reductions in benefits for employees.

SUBJECT: Employee Health Insurance Renewals – Page 4

A chart summarizing the costs and benefit changes for these two plans is attached for Council's review.

General Services Staff and Bob Kauffman, the City's consultant from Gallagher Byerly, Inc. will be available to answer any questions Councillors may have on the City's health benefit and the proposed changes during Monday evening's City Council meeting.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Agenda
October 22, 2001

SUBJECT: Bids for the 2002 Traffic Signal Maintenance

Summary Statement

- The City utilizes the services of a private contractor to perform maintenance of the City's traffic signals.
- The current contract expires on December 31, 2001
- City Council action is requested to award the 2002 traffic signal maintenance contract.
- Formal bids were opened on September 13, 2001.
- Integrated Electric, Inc., submitted the lowest bid of \$99,255.
- Integrated Electric is a new startup company without previous experience.
- W.L. Contractors bid of \$115,920 was the second lowest bid.
- W.L. Contractors, Inc., is highly qualified to perform traffic signal maintenance.

Expenditure Required: \$115,920

Source of Funds: 2002 Department of Community Development budget for traffic signal maintenance

Recommended City Council Action

Authorize the City Manager to execute a contract for traffic signal maintenance for calendar year 2002 with the second lowest bidder, W.L. Contractors, Inc., in the amount of \$115,920 and charge the expense to the appropriate 2002 Department of Community Development Operating Budget Account.

SUBJECT: Bids for the 2002 Traffic Signal Maintenance – Page 2

Prepared By: Greg Olson, Transportation Systems Coordinator

Policy Issue(s)

Does City Council wish to continue the practice of outsourcing Traffic Signal Maintenance to a private contractor? Does City Council wish to award the contract to the lowest bidder without regard to the company's previous experience?

Alternative(s)

One alternative is to not enlist the services of a private contractor. This alternative would require the City to hire a minimum of two full-time employees and invest in the equipment necessary to perform traffic signal maintenance. At this point in time, City Staff does not recommend performing the traffic signal maintenance "in-house". Staff believes that the number of traffic signals in the City does not justify the investment the City would be required to make to provide for traffic signal maintenance activities.

Another alternative is to award the contract to the lowest bidder, Integrated Electric, Inc. This alternative is not recommended due to the company's lack of previous experience in traffic signal maintenance and construction.

Background Information

The City utilizes the services of a traffic signal maintenance contractor to perform maintenance on traffic signals at 79 intersections and on 10 pedestrian crossing signals (total of 89 installations). The 2001 traffic signal maintenance contract, which was awarded to Rocky Mountain Signal, Inc. in November 2000, was terminated on October 3, 2001 due to poor performance. Rocky Mountain Signal experienced severe financial problems and lost most of their technical staff in recent months. It was in the best interests of the City to terminate the contract with Rocky Mountain Signal and utilize the services of a different contractor for the remainder of the year. W.L. Contractors, Inc., was selected to perform the remaining 3 months of the 2001 traffic signal maintenance based upon their 16 years of experience and exceptional service.

Formal bids for the 2002 Traffic Signal Maintenance were opened on September 13th. Bids were submitted by three contractors in the Denver metro area. The results of the bids are as follows:

<u>Contractor</u>	<u>Bid Amount</u>
Integrated Electric, Inc.	\$ 99,255
W.L. Contractors, Inc.	\$115,920
Sturgeon Electric, Inc.	\$120,633

The low bidder, Integrated Electric, Inc., is a new company that was formed in mid-2001 and does not have previous experience in traffic signal maintenance or construction. City Staff believes that in 2002, Integrated Electric would be unable to provide the high level of service that the City expects for traffic signal maintenance activities. The next lowest bidder, W.L. Contractors, has been established for 16 years and is very capable of handling traffic signal maintenance for the City. W.L. Contractors has a total workforce of approximately one hundred construction and traffic signal maintenance technicians and can easily perform the traffic signal maintenance activities required by the City.

The 2002 bid documents utilize a conservative, estimated annual amount of labor and equipment hours for performance of all traffic signal maintenance items. There are two general categories of work activities that provide the basis for the estimated hours of equipment and labor unit prices in the traffic signal maintenance contract: annual preventive (routine) maintenance and additional traffic signal (occasional) maintenance.

Annual preventive maintenance: The first section of the contract addresses annual preventive maintenance at each of the traffic signal locations. The estimated hours of equipment and labor do not cover material costs associated with any repairs made as the result of the annual preventive maintenance inspection. These material costs are paid from the balance of the City's traffic signal maintenance account. The components of annual preventive maintenance include the following:

1. Clean signal controller cabinets and components.
2. Check all field wiring for inadequacies (i.e., proper grounding etc.).
3. Check critical controller settings (i.e., amber time) with a stopwatch to insure adequate operation.
4. Check for adequate power levels in the communications cable, which links the signals in the computerized signal system.
5. Check and calibrate vehicle loop detectors to insure proper operation. (Vehicle loop detectors are wires embedded in the roadway, which detect the presence of a vehicle, which trigger a change in the traffic signal.)
6. Check signal heads, signal poles and associated hardware for damage and make repairs as necessary.
7. Check and record incoming voltage at all intersections to prevent excessive wear on the signal control equipment.
8. Quarterly inspection at each signal location.
9. "Troubleshoot" and maintain the computerized signal system components to insure proper operation.
10. Maintain emergency vehicle preemption equipment to insure proper operation. (Emergency vehicle preemption equipment consists of an electric component, which preempts the traffic signal to allow a green signal indicator for fire equipment.)
11. Based on the activities listed above, provide the City with a prioritized list of items in need of repair.

Additional Traffic Signal Maintenance Items: The remaining section of the contract reflects estimated labor and equipment costs for additional traffic signal maintenance items. It should be noted that this section of the contract does not include material costs, with the exception of light bulbs, as it is difficult to estimate the type and amount of materials needed for emergency trouble calls and unscheduled maintenance items. Again, these material costs are paid for from the balance of the City's traffic signal maintenance account. Additional traffic signal maintenance items include emergency trouble calls, unscheduled maintenance items, the annual light bulb replacement program and an estimated cost for loop detector replacements. The contract also assures the City that the contractor will be available to perform emergency or other repairs as required. Therefore, it is necessary that the City have a firm available seven days a week, 24 hours a day to respond to any emergency signal work that may arise.

The bids are based on a conservative, estimated amount of labor and equipment hours so that each bidder would provide unit prices based upon the same assumption. Staff typically estimates on the low side the number of labor and equipment hours that will be necessary so that the contractor will not rely on a higher workload than may be experienced.

Respectfully submitted,

J. Brent McFall
City Manager



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
October 22, 2001

SUBJECT: Savory Farms Water Tower Renovation

Summary Statement

- In conjunction with the platting and development of Savory Farms Subdivision, which is located at the southeast corner of the intersection of Federal Boulevard and 112th Avenue, the City secured an easement for the old mushroom farm water tower that is located within the subdivision.
- Some interest has been expressed, particularly from the Westminster Historical Society, in the renovation and preservation of this tower as a historical site.
- City Staff contracted for a structural investigation of the water tower to determine the extent of necessary repairs to the supporting structure of the tank.
- City Staff also contacted painters who specialize in the restoration of graphics on old, historic structures in order to determine the estimated cost to totally restore the tank to its original condition.
- The estimated cost to initially restore the water tower is \$41,000 (\$22,200 for structural work and \$18,200 for artistic painting). The structural engineer also advised that an additional \$50,000 would need to be invested in the supporting structure within the next ten years in order to assure the long-term stability of the tower.
- City Staff contacted the State Historical Society to inquire about the possibility of grants to aid the City in an effort to renovate the water tower. While such possibilities do exist, representatives of the State Historical Society indicated that it was doubtful that this particular structure, which has not been identified as a "historic site," would qualify for such funding.
- The only other possibility for outside funding known at this time is a \$5,000 donation that the developer of Savory Farms Subdivision offered to the City during the development process for this project.

Expenditure Required: \$22,200.00

Source of Funds: \$5,000 Developer Contribution and \$17,200 in Contingency Funds.

Recommended City Council Action

Authorize the City Manager to proceed with Phase I Savory Farms Water Tower Renovations structural work at a cost of \$22,200 to be paid through a \$5,000 developer contribution and \$17,200 in contingency funds.

SUBJECT: Savory Farms Water Tower Renovation – Page 2

Prepared By: David R. Downing, City Engineer

Policy Issue(s)

Does City Council wish to expend City funds in order to preserve the Savory Farms water tower?

Alternative(s)

- Complete the Phase I structural repairs and restore the tank at a cost of \$41,000 to be paid with \$5,000 developer's contribution and \$36,000 in contingency funds. Complete the structural improvements including repainting the support tower in 2003.
- Authorize the entire restoration of the tower at a cost of \$91,000 with \$86,000 of City contingency funds.

Background Information

Martin/Martin Consulting Engineers, a well-recognized firm in the field of structural engineering, performed the investigation of the Savory Farms water tower at City Staff's direction. As would be expected of a steel structure that has been exposed to the elements for several decades, much of the frame has been corroded. However, the engineer deemed the corrosion to be of a "moderate" degree, and, thus, the structural integrity of the frame has not yet been compromised. Therefore, with the assumption that the City would enlist the services of an expert structural engineer to perform annual inspections of the tower in order to monitor the extent of further deterioration, only some rather minor repairs to certain bracing rods and piers are needed at this time. The cost of this structural work, which would not include any painting of the supporting tower, is estimated at \$18,500. A 20% contingency should be added to this estimated amount to bring the total cost of the initial structural renovation to \$22,200. However, the engineer also indicated that the City should be prepared to spend approximately \$50,000 within the next five to ten years to completely prepare, caulk and paint the tower to eliminate further corrosion.

City Staff had some difficulty in locating painters who specialize in the restoration of historic landmarks. However, two such individuals within the Denver-area were identified. Both painters were cautious in quoting prices to Staff and strongly recommended a conservative contingency be included in the budget to cover yet unknown costs that might be associated with the sandblasting of the tank. For that reason, Staff recommends that a total of \$18,750 be budgeted for the preparation (i.e., sandblasting) and artistic painting of the tank portion of the water tower. Therefore, the total cost to initially restore the water tower is estimated at \$41,000, and the City should expect to spend another \$50,000 on this structure within the next ten years.

Per City Council direction, Staff will program in the capital costs to complete the restoration of the tower over the next three years.

Respectfully submitted,

J. Brent McFall
City Manager



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
October 22, 2001

SUBJECT: Semper Water Treatment Facility Improvements

Summary Statement

Council approval is sought to allow the City Manager to sign a sole-source contract, not to exceed a total of \$75,000, for miscellaneous security improvements at the Semper Water Treatment Facility.

Expenditure Required: \$75,000

Source of Funds: Utility Fund/Semper Optimization Capital Improvement Account

Recommended City Council Action

Find that it is in the best interest of the City to award a sole source contract and authorize the City Manager to sign a contract with Best Access Systems in an amount not to exceed \$75,000 for improvements at the Semper Water Treatment Facility.

SUBJECT: Semper Water Treatment Facility Improvements – Page 2

Prepared By: Tom Settle, Water Treatment Superintendent
Kelly DiNatale, Water Resources & Treatment Manager

Policy Issue(s)

Whether a competitive bid process should be followed for the purchase of minor equipment related to the operations of the Semper Water Treatment Facility.

Alternatives

- 1) Seek competitive bids and not sole source the vendor for the equipment. This could result in slightly lower costs, if low bid is awarded. Awarding the bid to other vendors will mean that the equipment will be different from the equipment at the new Water Treatment Facility under construction and potentially lead to greater expenses in the long term.
- 2) Do nothing. This alternative would result in saving of the capital expenditure. It will also require up to a two-fold increase in personnel presence at the Semper Water Treatment Facility around the clock to monitor the chemical building, process structures and site perimeter. This will result in reduced staff availability for routine maintenance items and project work for Semper and the new facility in the future. Two-man shifts also increase current overtime expenditures in excess of \$10,000 per year as a result of Fair Labor Standards Act compliance issues.

Background Information

Various capital improvements have been planned and budgeted in the Semper Water Treatment Facility Optimization Capital Improvement Budget. There are existing funds available and additional funds approved for 2002. Some of these security improvements are similar to equipment being installed at the new Northwest Water Treatment Facility under construction. The purchase of the same brand of equipment will minimize future operations and maintenance costs by reducing the need for duplicate equipment and additional training to operate and maintain different brands of equipment serving the same purpose.

Respectfully submitted,

J. Brent McFall
City Manager



WESTMINSTER
COLORADO
Agenda Memorandum

City Council Meeting
October 22, 2001

SUBJECT: Additional funding for Federal Boulevard Extension project

Summary Statement

- On April 30, 2001, Council approved an amendment to the Business Assistance Agreement for Willow Run Subdivision, which contemplated a future appropriation of approximately \$200,000 for the construction of a second left turn lane on 120th Avenue at the westbound approach to Federal Boulevard.
- The Official Development Plan (ODP) for the Ranch Creek Villas, which is located at the southeast corner of 120th Avenue and Federal Boulevard, requires the developers to construct, at their expense a left turn lane on southbound Federal Boulevard at 119th Avenue, which is estimated to cost \$105,200. The ODP also requires the developers to construct a continuous accel/decel lane along the south side of 120th Avenue from Federal Boulevard to Decatur Street. The ODP obligates the City to reimburse the developers for the accel/decel lane adjacent to the Ranch Creek public land dedication, which is estimated to cost \$112,000.
- The 120th Avenue and 119th Avenue left turn lanes require overlapping work on Federal Boulevard south of 120th Avenue, therefore Staff believes that it would be in the best interest of the traveling public to have both projects constructed together by the same contractor.
- Rather than have the Ranch Creek Villas developer pay the City for the left turn lane on Federal Boulevard then have the City pay the developer for the accel/decel on 120th Avenue, a more effective approach would be to trade obligations with a single balancing payment for the difference in costs.
- The 2001 New Development Participation account includes \$112,000 to reimburse the Ranch Creek Villas developer for the accel/decel lane on 120th Avenue.
- Upon completion of the Lowell Boulevard Project (68th Avenue to railroad tracks), approximately \$230,000 will be remaining in the project budget which is available to fund the City's obligations.

Expenditure Required: **\$298,200**
Source of Funds: **General Capital Improvement Program**

Recommended City Council Action:

Authorize the transfer of funds within the General Capital Improvement Program from the Lowell Boulevard Project account in the amount of \$193,000 and the New Development Participation account in the amount of \$105,200 to the Federal Boulevard Extension project account, and authorize the expense of those funds to construct additional turn lanes at the intersection of 120th Avenue and the intersection of 119th Avenue and 3) authorize a balancing payment to the Ranch Creek Villas developer in an amount estimated to be \$6,800.

SUBJECT: Additional funding for Federal Boulevard Extension project – Page 2

Prepared By: Dan Blankenship, Special Projects Coordinator

Policy Issue(s)

Should the funds be appropriated for the construction of a second left turn lane on 120th Avenue at the westbound approach to Federal Boulevard or should the funds be appropriated to another capital project?

Alternative(s)

1. Do not construct the second left turn lane on 120th Avenue at the westbound approach to Federal Boulevard. Currently the existing left turn lane on 120th Avenue at the westbound approach to Federal Boulevard does not have the physical capacity to hold all of the vehicles making left turns during the peak traffic periods throughout the day. As a result, vehicle queuing for the left turn lane backs-up into the west-bound through lane causing a potential serious safety issue. Also, the timing of the intersection will not allow all of the vehicles to make the turn in each cycle during the peak traffic periods. The signal timing will be modified as part of the addition of the north leg of the intersection but efficient operation of the signal will preclude adding green time to the left turn phase. If the lane is not constructed, delays and congestion will continue to grow.

2. Construct just the left turn lane on 120th Avenue and the corresponding improvements on Federal Boulevard south of 120th Avenue and let the Ranch Creek Villas developer construct the left turn lane at 119th Avenue separately. It is likely that the City's portion of work could be completed prior to the start of work for the Ranch Creek Villas project. However the public is not likely to understand why the road was improved and then a short period later, there is additional construction. Furthermore, by constructing the projects separately, the inconvenience to the traveling public is extended over a longer period of time. The Colorado Department of Transportation also had serious reservations in issuing separate permits for the work.

3. Require the Ranch Creek Developer to contract directly with the City's Federal Extension contractor for their portion of the work or require them to deposit the money for their portion of the work with the City. Either one of these alternatives would eliminate the need to transfer money from the New Development Participation account. However requiring the Ranch Creek developer to contract directly with the City's contractor has the potential to create conflicts with two separate contracts. Also requiring the developer to deposit the money for their portion of the work could delay the construction if the developer does not agree or does not promptly deposit their money with the City.

Background Information

On April 30, 2001, Council approved an amendment to the Willow Run Business Assistance Agreement. The amendment allocated \$1,362,696 of 2000 General Fund Carryover Funds to the project and contemplated the addition of a second left turn lane on 120th Avenue at the westbound approach to Federal Boulevard, subject to future appropriation. The appropriation was not requested at that time because the additional lane had not been designed. Since that time the additional lane has been designed and the proposed improvements include the second left turn lane on 120th Avenue and a second receiving lane on southbound Federal Boulevard. Currently there is a single lane on southbound Federal from 120th Avenue to south of 119th Avenue where the large sweeping right turn lane combines with the through lane to create two southbound continuous through lanes. The proposed second receiving lane on southbound Federal Boulevard will extend south of 119th Avenue so that there will be two continuous southbound through lanes beginning at 120th Avenue.

Knowing that the Official Development Plan for the Ranch Creek Villas requires the developers to construct a left turn lane on southbound Federal Boulevard at 119th Avenue and that their work would overlap with the proposed southbound receiving lane, the City's design was coordinated with the developer's design.

SUBJECT: Additional funding for Federal Boulevard Extension project – Page 3

Then, in order to gain the Colorado Department of Transportation's (CDOT) approval in the most expeditious manner, the developer contracted with the City's design engineer to produce a single set of plans for both projects. The plans were approved by CDOT with the expectation that the two projects would be completed concurrently.

In order to create a seamless approach to the construction, the approved plans containing both projects were provided to the City's Federal Boulevard Extension contractor for pricing. The contractor submitted a quote of \$178,500 to construct the City's left turn lane on 120th Avenue and the receiving lane on Federal Boulevard and \$97,400 to construct the developer's left turn lane on Federal Boulevard. The quote was based on the existing contract unit prices where applicable. In addition to the construction costs, an additional \$14,500 from the City and \$7,800 from the developer is needed to cover the additional construction engineering and inspection services.

In order to proceed with the additional improvements as a part of the Federal Boulevard Extension project, the developers were asked how they would like to pay for their portion of the project. They suggested that in lieu of the City paying for the accel/decel lane on the south side of 120th Avenue adjacent to the public land dedication, as required by the Official Development Plan, that the City pay for the left turn lane on Federal Boulevard, the developers pay for all of the accel/decel lane on 120th and a balancing payment for the difference be made if necessary. The City's portion of the 120th Avenue accel/decel lane is estimated at \$112,000 and is budgeted in the 2001 General Capital Improvement Program, New Development Participation account. Since, the two amounts are similar (\$105,200 for Federal and \$112,000 for 120th), it was determined that an internal transfer with a balancing payment, if necessary, would be the most expeditious way to get the project started. Furthermore, the Ranch Creek Villas developers have provided the City with a letter of credit, as a guarantee that their public improvements, including the left turn lane on Federal Boulevard will be constructed. Therefore, there is little or no risk involved with the City paying for the left turn lane on Federal Boulevard at 119th Avenue.

In order to fund the City's portion of the improvements, \$193,000 would need to be appropriated from other sources of funds. The Lowell Boulevard Project (68th Avenue to the railroad tracks) is being finalized and Staff anticipates that there will be approximately \$230,000 remaining in the budget after all bills have been paid. Therefore, the Lowell Boulevard Project would be an excellent candidate for a transfer to the Federal Boulevard Extension to cover the costs of the proposed second left turn lane on 120th Avenue and the proposed receiving lane on Federal Boulevard.

Respectfully submitted,

J. Brent McFall
City Manager



Agenda Item 10 A

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
October 22, 2001

SUBJECT: Public Hearing on the use of the 2002 Community Development Block Grant (CDBG) fund allocation from HUD

Summary Statement

City Council is scheduled to hold a public hearing to receive public input on the use of the 2002 Community Development Block Grant (CDBG) fund allocation at Monday night's City Council meeting.

Expenditure Required: Future proposed Allocation of \$690,000 in 2002 CDBG Funds
Source of Funds: Community Development Block Grant Program

Recommended City Council Action

Hold a public hearing on the use of the 2002 CDBG fund allocation.

SUBJECT: Public Hearing on the use of the 2002 Community Development Block Grant (CDBG)
fund allocation from HUD

Page 2

Prepared By: Robin Byrnes, Community Development Program Coordinator

Policy Issue(s)

The Department of Housing and Urban Development (HUD) requires citizen input during the Community Development Block Grant (CDBG) allocation planning process.

Alternative(s)

Hold an administrative public hearing in the community. Staff has solicited public input during the Community Development Block Grant application cycle. City Council Public Hearing finalizes the public hearing process.

Background Information

The City is required by HUD to solicit public input on the use of CDBG funding. The public input process starts 8 months prior to the City receiving its 2002 CDBG funding from HUD, which is March 1, 2002, the start of the City's CDBG program year. Staff in August of 2001 began the public input process by publishing legal notices in the Westminster Window informing the public that the City was accepting applications for CDBG funding and that public input was being solicited on the proposed use of the funds. The public hearing scheduled for tonight will allow formal public input on the use of 2002 CDBG funding.

The City will receive approximately \$690,000 in 2002 CDBG funding from HUD. Staff will present to City Council, at a later date, the proposed 2002 CDBG projects for City Council review and approval. Due to the Intergovernmental Agreement with Adams County, the City will submit the 2002 CDBG Action Plan to Adams County by December 1, 2001, who will in turn submit the 2002 Consolidated Action Plan to HUD on January 15, 2002, for a program year start date of March 1, 2002.

Respectfully submitted,

J. Brent McFall
City Manager



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
October 22, 2001

SUBJECT: Public Hearing and Action on the Proposed Maple Place Rezoning and on the Preliminary and Official Development Plan

Summary Statement

- The property owner is Jay Scolnick, President of Premier Community Homes
- The property in question is located on the west side of Stuart Street south of 75th Avenue and consists of 1.62 acres. A total of eight (8) single-family detached manufactured homes are proposed.
- The current R-1 zone would permit seven (7) residences. In order to accommodate an affordable housing development in this area, the applicant is requesting rezoning to PUD and relaxation of some of the City's Design Guidelines such as the front setback distance and the requirement to bury existing overhead power lines.

Expenditure Required: \$ 0

Source of Funds:

Recommended City Council Action

1. Hold a public hearing.
2. Pass Councillor's Bill No. 65 approving the rezoning of the Maple Place property from R-1 to Planned Unit Development. This recommendation is based on the findings set forth in Section 11-5-3 of the Westminster Municipal Code.
3. Approve the Preliminary/Official Development Plan within the Maple Place Planned Unit Development. This recommendation is based on a determination that the findings set forth in Sections 11-5-14 and 11-5-15 of the Westminster Municipal Code have been met.

SUBJECT: Public Hearing and Action on the Proposed Maple Place Rezoning and on the Preliminary and Official Development Plan – Page 2

Prepared By: Dave Falconieri, Planner III

Planning Commission Recommendation

The Planning Commission heard this request on October 9, 2001. The Planning Commission voted unanimously to recommend approval of the rezoning to PUD and the Preliminary/Official Development Plan. No one appeared in opposition or in support of the request. Two area residents had questions regarding the zoning and about the proposed fences along Stuart Street.

Policy Issue(s)

Whether the City should approve the rezoning of the Maple Place property from R-1 to PUD.

Whether some tenets of the Design Guidelines should be waved in order to encourage affordable housing developments.

Alternative(s)

1. Determine that the request for zoning to PUD be denied based on the findings that the R-1 zone is more appropriate for this area.
2. Determine that the PDP/ODP be approved but that the requirements of the Design Guidelines be met. This would require that the site be redesigned and that the density be reduced.

Background Information

Surrounding Land Use and Comprehensive Land Use Plan Designation

On the west, across the railroad tracks is the Harris Park Elementary School classified as Public/Quasi Public. In all other directions the surrounding properties are classified as Single-Family Detached – Medium Density. The zoning is either R-3 or R-1, but the actual land use is single-family detached.

The property in question is currently designated as Single-Family Detached – Medium Density. The proposed development conforms with the requirements of that designation.

Site Plan Issues

The Maple Place PUD is divided into two portions, one in between the railroad tracks and Stuart Street, and the other between the tracks and Raleigh Street (see attached vicinity map). The northern portion will have 4 lots that access onto Stuart Street that will be improved by the applicant to include an attached 5-foot walk on one side. Stuart Street will terminate in a cul-de-sac where it abuts the tracks. The lots on the south will all access onto Raleigh Street. All units will have two car garages and will meet the City's Design Guideline requirements concerning brick and architectural amenities. In terms of site design, due to the restricted nature of the property, three of the units will not be able to meet the normal 25-foot front setback. In those cases, a 20-foot setback is requested. This will permit greater setbacks from the railroad tracks and better access into the garages.

The Public Land Dedication shall be cash-in-lieu of land in the amount of ten percent (10%) of the assessed value of the property, or \$15,000. This fee is due at the time of platting. There will be no signage for this development.

The applicant is requesting that the requirement for undergrounding the power lines located along the railroad tracks be waived. This request is made to assure the fiscal viability of the project.

SUBJECT: Public Hearing and Action on the Proposed Maple Place Rezoning and on the Preliminary and Official Development Plan – Page 3

Traffic and Transportation

The additional traffic generated by the eight units of this development will not create noticeable impacts on the surrounding streets and intersections.

Service Commitment Category

Eight Service Commitments will be required for this project that would be allocated out of Category A-1 due to the location of the project in south Westminster.

Referral Agency Responses

No comments were received from referral agencies.

Public Comments

No negative responses were received from area residents when the plan was reviewed by the neighborhood group.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment(s)

BY AUTHORITY

ORDINANCE NO.

COUNCILOR'S BILL NO. **65**

SERIES OF 2001

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE AMENDING THE ZONING LAW AND ESTABLISHING THE ZONING CLASSIFICATION OF CERTAIN DESCRIBED PROPERTY IN A PARCEL OF LAND LOCATED IN SECTION 31, TOWNSHIP 2 SOUTH, RANGE 68 WEST, 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

- a. That an application for the zoning of the property described below from R-1 to Planned Unit Development (PUD) zoning has been submitted to the City for its approval pursuant to Westminster Municipal Code Section 11-5-2.
- b. 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.
- c. That based on the evidence produced at the public hearing, the City Council finds that the proposed zoning complies with all requirements of City Code, including, but not limited to, the provisions of Westminster Municipal Code Section 11-5-3.
- d. That the proposed zoning is compatible with existing zoning and land uses of adjacent properties in the general vicinity of the property proposed for zoning.
- e. That the proposed zoning is consistent with all applicable general plans and policies concerning land use and development relative to the property proposed for zoning.

Section 2. The Zoning District Map of the City is hereby amended by reclassification of the property described herein from R-1 to PUD. A parcel of land located in Section 31, Township 2 South, Range 68 West, 6th P.M., County of Adams, State of Colorado, more particularly described as follows:

Parcel A

Lots 4, 5, 6, 7, 8 and 9, Block 3, Maple Place, according to the plat thereof recorded July 11, 1948 in Plat Book 9, Map 9, County of Adams, State of Colorado.

Parcel B

A parcel of land located in the SE ¼ SW ¼ of Section 31, Township 2 South, Range 68 West of the 6th P.M., more particularly described as follows:

Commencing at the northeast corner of said SE ¼ SW ¼; thence southerly 30.10 feet to a point on the southerly right-of-way line of West 74th Avenue, located in Maple Place, as recorded in Plat Book 9, Page 30 of the records of said Adams County, Colorado; thence westerly along said southerly right-of-way, 30.00 feet to the point of beginning of this legal description; thence continue westerly, 84.87 feet to a point on the northeasterly right-of-way line of Colorado and Southern Railroad; thence southeasterly along said northeasterly right-of-way line, 130.70 feet more or less to a point; thence northerly departing from said railroad right-of-way, 99.40 feet to the point beginning, County of Adams, State of Colorado

Together with those portions of vacated West 74th Avenue and Raleigh Street more particularly described as follows:

A parcel of land situated in the SW ¼ of Section 31, T.2S., R.68W., of 6th P.M., City of Westminster, Adams County, Colorado, more particularly described as follows:

Commencing at the NE corner of the SW ¼ of said Section 31; thence S00°17'01"E along the east line of said SW ¼ a distance of 1338.67 feet to the point of beginning; thence continuing S00°17'01"E along the last described course a distance of 146.68 feet to a point lying non-tangent on a curve on the northeasterly R.O.W. line of the Colorado & Southern Railroad; thence along a curve to the right whose chord bears N42°53'05"W a distance of 44.32 feet and along said northeasterly R.O.W. line, said curve having a central angle of 00°53'47", a radius of 2832.91 feet, an arc length of 44.32 feet; thence N00°17'01"W non-tangent to the last described curve, parallel with and 30.00 feet westerly of the east line of said SW ¼ a distance of 97.78 feet to a point lying at the intersection of the westerly R.O.W. line of Raleigh Street and the southerly R.O.W. line of West 74th Avenue; thence S89°42'59"W along said southerly R.O.W. line a distance of 84.54 feet to a point lying non-tangent on a curve on said northeasterly R.O.W. line; thence along a curve to the right whose chord bears N37°46'58"W a distance of 201.61 feet and along said northeasterly R.O.W. line, said curve having a central angle of 04°04'42", a radius of 2832.91 feet, an arc length of 201.65 feet; thence N89°01'59"E non-tangent to the last described curve a distance of 48.87 feet to a point lying non-tangent on a curve at the northwesterly corner of Lot 9, Block 3, Maple Place, as recorded in Plat Book 9, Map 9, of the Adams County, Colorado records; thence along a curve to the left whose chord bears S37°36'35"E a distance of 126.17 feet along the westerly line of Lot 8 and Lot 9 of said Block 3, said curve having a central angle of 02°35'19", a radius of 2792.91 feet, an arc length of 126.18 feet to the southwest corner of Lot 8 of said Block 3; thence N89°42'59"E along the southerly line of Lot 8 of said Block 3 a distance of 81.90 feet to the southeasterly corner of Lot 8 of said Block 3; thence S00°17'01"E along the easterly line extended southerly of Lot 8 of said Block 3 a distance of 9.89 feet; thence S41°40'40"E a distance of 45.37 feet to the point of beginning.

Total area of site: 70,515 square feet (1.6188 Acres)

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 22nd day of October, 2001.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 12th day of November, 2001.

ATTEST:

City Clerk

Mayor

Maple Place Zoning



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
October 22, 2001

SUBJECT: Public Hearing and Action on Huron Street Right-of-Way Annexation

Summary Statement

- The property is owned by the City of Westminster, the applicant in this case.
- The right-of-way in question is the westernmost thirty feet (30-ft.) of Huron Street starting at 136th Avenue and extending north approximately 882 feet. This contains a total of .6 acres.
- This portion of Huron Street was omitted from the North Huron annexation that was completed in 1985. When Broomfield annexed the Lambertson property that abuts the street on the west, they did not include the right-of-way, leaving it unincorporated.
- At the City's request, the Adams County Commissioners agreed to quit-claim the right-of-way to the City in order that it be annexed.

Expenditure Required: \$ - 0 -

Source of Funds:

Recommended City Council Action

1. Hold a public hearing.
2. Adopt Resolution No. 63 making certain findings of fact as required by Section 31-12-110 C.R.S.
3. Pass Councillor's Bill No. 66 on first reading annexing a portion of the Huron Street right-of-way to the City of Westminster.

SUBJECT: Public Hearing and Action on Huron Street Right-of-Way Annexation - Page 2

Prepared By: Dave Falconieri, Planner III

Policy Issue(s)

Whether the City should annex the remainder of the Huron Street right-of-way.

Alternative(s)

Make a finding that the Huron Street right-of-way should not be annexed and take no further action. This would leave the property in question unincorporated.

Background Information

As stated previously, the right-of-way in question has never been annexed even though the land on both sides is incorporated and the easternmost 30 feet is located within the City of Westminster, having been annexed with the North Huron Planned Unit Development (PUD) in 1985. When several jurisdictions have responsibility for portions of streets, it creates a great deal of confusion for emergency service providers such as police and fire personnel. The inclusion of the remainder of the street into the City of Westminster would eliminate that problem.

The Adams County Commissioners granted the City a quit-claim deed to the land in order to make it possible for the City to unilaterally add the remainder of the street to the City.

Referral Agency Responses

No agencies responded with concerns.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment(s)

RESOLUTION

RESOLUTION NO **63**

INTRODUCED BY COUNCILLORS

SERIES OF 2001

A RESOLUTION PURSUANT TO SECTION 31-12-110, C.R.S., SETTING FORTH THE FINDINGS OF FACT AND CONCLUSION OF CITY COUNCIL WITH REGARD TO THE PROPOSED ANNEXATION OF CONTIGUOUS INCORPORATED TERRITORY IN SECTION 21, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO.

WHEREAS, pursuant to the laws of the State of Colorado, there has been filed with the City Clerk a petition (the "Petition") for the annexation of the property described in said Petition; and

WHEREAS, City Council has previously adopted Resolution No. 54 finding the Petition to be in substantial compliance with the provisions of section 31-12-107(1), C.R.S., and;

WHEREAS, City Council has held a hearing concerning the proposed annexation as required by sections 31-12-108 and -109, C.R.S.; and

WHEREAS, having completed the required hearing, the City Council wishes to set forth its findings of fact and conclusion regarding the proposed annexation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WESTMINSTER THAT:

1. The City Council finds:
 - a. Not less than 1/6 of the perimeter of the area proposed to be annexed is contiguous with the City of Westminster;
 - b. A community of interest exists between the area proposed to be annexed and the City;
 - c. The area is urban or will be urbanized in the near future; and
 - d. The area is integrated with or is capable of being integrated with the City.
2. The City Council further finds:
 - a. With respect to the boundaries of the territory proposed to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, has been divided into separate parts or parcels without the written consent of the landowners thereof, except to the extent such tracts or parcels are separated by dedicated street, road, or other public way; and
 - b. With regard to the boundaries of the area proposed to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, comprising twenty (20) acres or more (which, together with the buildings and improvements situated thereon has a valuation for assessment in excess of \$200 for ad valorem tax purposes for the previous year), has been included in the area being proposed for annexation without the written consent of the owners thereof, except to the extent such tract of land is situated entirely within the outer boundaries of the City immediately prior to the annexation of said property.
3. The City Council further finds:

a. That no annexation proceedings concerning the property proposed to be annexed by the City has been commenced by another municipality;

b. That the annexation will not result in the attachment of area from a school district;

c. That the annexation will not result in the extension of the City's boundary more than three (3) miles in any direction;

d. That the City of Westminster has in place a plan for the area proposed to be annexed; and

e. That in establishing the boundaries of the area to be annexed, the entire width of any street or alley is included within the area annexed.

4. The City Council further finds that an election is not required and no additional terms or conditions are to be imposed upon the area to be annexed.

5. The City Council concludes that the City may proceed to annex the area proposed to be annexed by ordinance pursuant to section 31-12-111, C.R.S.

PASSED AND ADOPTED this 22nd day of October, 2001.

ATTEST:

Mayor

City Clerk

Huron Annexation

BY AUTHORITY

ORDINANCE NO.

COUNCILOR'S BILL NO. **66**

SERIES OF 2001

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY IN A PARCEL OF LAND LOCATED IN SECTION 21, TOWNSHIP 1 SOUTH, RANGE 68 WEST, 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO.

WHEREAS, pursuant to the laws of the State of Colorado, there was presented to and filed with the Council of the City of Westminster a written petition for annexation to and by the City of Westminster of the hereinafter-described contiguous, unincorporated territory situate, lying and being in the County of Adams, State of Colorado; and

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

WHEREAS, City Council has held the required annexation hearing in conformance with all statutory requirements; and

WHEREAS, City Council has heretofore adopted Resolution No. 63 making certain findings of fact and conclusions regarding the proposed annexation as required by Section 31-12-110, C.R.S., and now finds that the property proposed for annexation under the Annexation Petition may be annexed by ordinance at this time; and

WHEREAS, the Council of the City of Westminster has satisfied itself concerning the conformance of the proposed annexation to the annexation policy of the City of Westminster.

NOW, THEREFORE, the City of Westminster ordains:

Section 1. That the annexation is hereby accomplished by and to the City of Westminster, State of Colorado, of the following described contiguous unincorporated territory situate, lying and being in the County of Adams, State of Colorado, to wit:

A parcel of land located in the southeast quarter of Section 21, Township 1 South, Range 68 West, 6th P.M., County of Adams, State of Colorado, more particularly described as follows:

Commencing at a point on the east line of said Section 21, said point being 30 feet north of the southeast corner of said Section 21, said point also being the true point of beginning:

Thence northerly along said east line to a point that is 882.30 feet south of the east quarter corner of said Section 21, and is also the southeast corner of the parcel described in the annexation map recorded at File No. 17, Map No. 63 of the records of the Adams County Clerk and Recorder; thence westerly along the south boundary of said annexation 30 feet to the west right-of-way line of Huron Street as created by roadway petition number 85, recorded at Book 1, page 336 of the records of the Adams County Clerk and Recorder; thence southerly along the west right-of-way line of Huron Street and along the east boundary of a annexation map, and along said line extended, as recorded at File 17, Map 782 of the records of the Adams County Clerk and Recorder to a point on the north right-of-way line of 136th Avenue; thence easterly along said right-of-way line extended to the east, a distance of 30 feet to the point of beginning.

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 22nd day of October, 2001.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 12th day of November, 2001.

ATTEST:

Mayor

City Clerk

Huron Annexation



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
October 22, 2001

SUBJECT: Public Hearing and Action on Comprehensive Land Use Plan Amendments

Summary Statement

- The City Staff reviews on an annual basis the Comprehensive Land Use Plan to assure that changes in land uses and City policy are reflected. This assures that the Comprehensive Land Use Plan is kept as current as possible.
- This year, Staff is recommending that the designation of 15 parcels of land be changed on the Comprehensive Land Use Plan future land use map to correct errors or to reflect changes that have occurred since the last revisions.
- The proposed changes are reflected on the attached thirteen (13) maps, and are discussed individually in the Background section of this report.

Expenditure Required: \$-0-

Source of Funds:

Recommended City Council Action

1. Hold a public hearing.
2. Pass Councillor's Bill No. 67 approving the 15 proposed amendments to the Comprehensive Land Use Plan as shown on maps 1 through 13 attached to this agenda memorandum. This recommendation is based on the following findings set forth in the Westminster Comprehensive Land Use Plan.
 - A. The proposed amendments are justified, and the Comprehensive Land Use Plan is in need of revision as proposed; and
 - B. The amendments are in conformance with the overall purpose and intent and the goals and policies of the Comprehensive Land Use Plan; and
 - C. The proposed amendments are compatible with existing and planned surrounding land uses; and
 - D. The proposed amendments would not result in excessive detrimental impacts to the City's existing or planned infrastructure systems.

SUBJECT: Public Hearing and Action on Comprehensive Land Use Plan Amendments –
Page 2

Prepared By: Dave Falconieri, Planner III

Planning Commission Recommendation

The Planning Commission reviewed these amendments on October 9, 2001. No one appeared in favor or in opposition to the proposed amendments. The Commission voted unanimously to recommend approval of the amendments as proposed.

Policy Issue(s)

Whether or not to approve these amendments.

Alternative(s)

Deny all or some of the proposed changes to the Comprehensive Land Use Plan based on the findings that the Comprehensive Land Use Plan is better served by not making any or all of the proposed changes.

Background Information

The changes proposed are described below, referencing the map number of the attached maps.

Map One: The property at the southeast corner of 100th Avenue and Alkire Street was originally owned by Jefferson County but was conveyed to the City and has been designated as part of the Standley Lake Region Park. Therefore, Staff is recommending that the designation be changed from Public Open Space to Public Park.

From: Public Open Space
To: Public Park
Acres: 289.7
Owner: City of Westminster

Map Two: The site of the Woman Creek Reservoir is currently maintained by the City as open space and should therefore be changed from Public/Quasi Public to Public Open Space.

From: Public/Quasi Public
To: Public Open Space
Acres: 85.9
Owner: City of Westminster

Map Three: The parcel at the southeast corner of 104th Avenue and Sheridan Boulevard has been purchased for open space and should be changed from Office/Residential to Public Open Space.

From: Office/Residential
To: Public Open Space
Acres: 1.37
Owner: City of Westminster

SUBJECT: Public Hearing and Action on Comprehensive Land Use Plan Amendments –
Page 3

On the same map, the Sunrise Assisted Living development should be re-designated from Office/Residential to Single-Family Attached to reflect the development actually built on the site.

From: Office Residential
To: Single-Family Attached
Acres: 5.9
Owner: Sunrise Assisted Living Center

Map Four: The northeast corner of the DePalma property was dedicated to the City for open space several years ago, and should therefore be changed from Business Park to Public Open Space.

From: Business Park
To: Public Open Space
Acres: .46
Owner: City of Westminster

Map Five: The property on the west side of Sheridan Boulevard, north of City Park was purchased by the City for park purposes and should therefore be changed from Multi-Family to Public Park.

From: Multi-Family
To: Public Park
Acres: 23.8
Owner: City of Westminster

Map Six: The property located at the northeast corner of Wadsworth Parkway and 106th Avenue has been purchased by the City for a raw water treatment plant and should therefore be changed from Retail/Commercial to Public /Quasi Public.

From: Retail/Commercial
To: Public/Quasi Public
Acres: 7.5
Owner: City of Westminster

Map Seven: The lots at the corner of 116th Court and Wolff Street were sold to the developer of the abutting Weatherstone (West 117th) development and should be re-designated from Public Open Space to Single-Family Detached – Medium Density. The sale of this property was approved by City Council approximately two years ago since proposed Wolff Street bisected the existing open space and left a small remainder parcel west of Wolff not conducive to retention as open space.

From: Public Open Space
To: Single-Family Detached – Medium Density
Acres: .8
Owner: Several

Map Eight: The Clubhouse at Cascade Village is to be re-designated from Multi-Family to Private Parks and Open Space in order to reflect the actual use of the property.

From: Multi-Family
To: Private Parks and Open Space
Acres: 1.9
Owner: Cascade Village Apartments

Map Nine: Three vacant parcels on the south side of 88th Avenue west of Wadsworth Parkway were omitted from the original CLUP and therefore have no designations. The parcel located at the southwest corner of 88th Avenue and Yukon Street is unincorporated Jefferson County. Staff recommends that the incorporated properties be designated Office/Residential.

From: No Designation
To: Office/Residential
Acres: .55
Owner: City of Westminster

Map Ten: The townhomes in Autumn Chase are currently designated as Single-Family Detached – Medium Density which is inaccurate. In order to reflect the actual use of the property, Staff is recommending that the designation be changed from Single-Family Detached – Medium Density to Single-Family Attached.

From: Single-Family Detached – Medium Density
To: Single-Family Attached
Acres: 19.75
Owner: Multiple Owners

Map Eleven: The homes on 114th Loop and on the west side of Grove Street in the Stratford Lakes subdivision are incorrectly designated as Single-Family Attached. Staff is recommending that the actual use of the property be shown by changing the designation to Single-Family Detached – Medium Density.

From: Single-Family Attached
To: Single-Family Detached – Medium Density
Acres: 7.0
Owner: Multiple Owners

On the same map, the property on which the lakes are located is designated as Flood Corridor and as Public Park. The actual use of the property is as a privately owned and maintained greenbelt park and Staff is therefore recommending that the CLUP be amended to re-designate the property as Private Parks and Open Space.

From: Flood Corridor and Public Park
To: Private Parks and Open Space
Acres: 15.56
Owner: College Hill Homeowners Association

SUBJECT: Public Hearing and Action on Comprehensive Land Use Plan Amendments
Page 5

Map Twelve: The area that was dedicated for park in the Walnut Creek subdivision was incorrectly drawn to include several adjacent lots. The lots which are privately owned and were never owned by the City should be re-designated from Public Open Space to Single-Family Attached.

From: Public Open Space
To: Single-Family Attached
Acres: 7.8
Owner: Multiple Owners

Map Thirteen: The Match Logic building in Church Ranch was originally designated as Industrial when it was owned by Nakamura-Tome. The current use of the building has changed and Staff is recommending that it be re-designated from Industrial to Business Park which is the designation of most of the rest of Church Ranch.

From: Industrial
To: Business Park
Acres: 5.26
Owner: Match Logic

Respectfully submitted,

J. Brent McFall
City Manager

Attachment(s)

BY AUTHORITY

ORDINANCE NO. **2916**

COUNCILLOR'S BILL NO. **67**

SERIES OF 2001

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE AMENDING THE WESTMINSTER COMPREHENSIVE LAND USE PLAN

WHEREAS, the City maintains a Comprehensive Land Use Plan which regulates land uses within the City; and

WHEREAS, the City Council reviews the Plan annually to assure that it is kept current with actual land uses and with City policy; and

WHEREAS, the Planning Commission has reviewed several proposed amendments and has recommended approval to the City Council.

NOW THEREFORE, the City Council hereby finds that the required procedures for amending the Comprehensive Land Use Plan as delineated in the Westminster Municipal Code have been satisfied.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council authorizes City Staff to make the necessary changes to the maps and text of the Westminster Comprehensive Land Use Plan which are necessary to alter the designations of the parcels delineated on Maps Two through Thirteen, attached hereto.

Section 2. 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 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 22nd day of October, 2001 as amended

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 12th day of November, 2001.

ATTEST:

Mayor

City Clerk



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
October 22, 2001

SUBJECT: Councillor's Bill No. 68 re 2001 Budget Supplemental Appropriation

Summary Statement

City Council action is requested to pass the attached Councillor's Bill on first reading amending the 2001 budget appropriations in the General Fund, Debt Service Fund and General Capital Improvement Fund.

- At the end of each quarter Staff prepares an ordinance to appropriate unanticipated revenues received during the quarter. Preparing quarterly supplemental appropriation requests is done to simplify administrative procedures and reduce paper work.
- This is the 3rd quarter supplemental appropriation.
- General Fund amendments:
 - \$5,000 donation for the K-9 program from Milk Bone
 - \$10,145 Police overtime reimbursements from other agencies
 - \$1,450 VALE Board scholarship funding for volunteer Victim Advocates
 - \$3,100 grant funds for 2001 Summer Concert Series
 - \$7,500 Federal Library Services and Technology Act grant funds
 - \$5,000 Business Appreciation Event donations
- General Capital Improvement Fund amendments:
 - \$46,588 City of Arvada's reimbursement for their portion of voting receiver equipment
 - \$20,817 112th Ave bond proceeds appropriation correction
- Debt Service Fund amendments:
 - \$45,411 112th Ave bond proceeds appropriation correction
- Appropriation of these unbudgeted funds allows the funds to be spent in 2001.

Expenditure Required: \$145,011

Source of Funds: The funding sources for these expenditures include Milk Bone, City of Arvada, various businesses in the City and various governmental agencies.

Recommended City Council Action:

Pass Councillor's Bill No. 69 on first reading providing for supplementary appropriations to the 2001 General Fund, Debt Service Fund and General Capital Improvement Fund.

SUBJECT: Councillor's Bill No. re 2001 Budget Supplemental Appropriation – Page 2

Prepared By: Karen Creager, Internal Auditor

Policy Issue

Does City Council support amending the appropriations for the 2001 budget of the General Fund, Debt Service Fund and General Capital Improvement Fund?

Alternative

The alternative would be not to amend the 2001 budget appropriations for the General Fund, Debt Service Fund and General Capital Improvement Fund and utilize these funds to increase reserves. Staff does not recommend this alternative as the various departments have already incurred these expenses and covered them in their current budget in anticipation of receipt of the funds. In addition, some of these revenues were granted or gifted to the City for a specific purpose.

Background Information

This agenda memo and attached Councillor's Bill is a routine action addressing the need to appropriate additional revenues and offsetting expenditures that result from increased activity or events that were not anticipated during the normal budget process.

The Westminster Police Department was recently chosen among 50 police departments throughout the United States to receive a \$5,000 donation for the purchase of an additional Police K-9. Milk Bone and Safeway were the sponsors of this program and presented Police Chief Dan Montgomery with a commemorative check for \$5,000 on October 4. The funds received will be used to purchase and train a fourth Police K-9, and unlike the other three K-9's, this new dog will also be trained in explosives detection. (General Fund)

The Westminster Police Department received checks totaling \$10,145 for overtime reimbursements from the High Intensity Drug Traffic Area (HIDTA) and Organized Crime Drug Enforcement Task Forces (OCDETF). The reimbursements were for overtime incurred by members of the Police Department while working on Federal HIDTA or OCDETF cases. (General Fund)

Adams County and Jefferson County Victim Assistance and Law Enforcement (VALE) Boards awarded \$1,450 to the Westminster Police Department for scholarship funding for volunteer Victim Advocates to attend the annual Colorado Organization of Victim Advocates conference. (General Fund)

The Parks, Recreation and Libraries Department received two grants totaling \$10,600. One grant in the amount of \$3,100 from the Scientific Cultural and Facilities District was received to cover the costs of the 2001 Summer Concert Series. The second grant was \$7,500 in Federal Library Services and Technology Act grant funds, administered by the Colorado State Library. Funds will be used to purchase English instruction books, audiotapes and videotapes for English language learners at the College Hill and 76th Avenue libraries. (General Fund)

The Business Appreciation Event is an annual event to hosted by the City to honor businesses that have been in the City for 25 years or more. The City received donations in the amount of \$5,000 from area businesses to help offset the costs incurred by the City for the event. (General Fund)

The appropriation for the bond proceeds for 112th Ave and 1991 Sales and Use Tax Refunding needs to be increased in the Debt Service Fund and the General Capital Improvement Fund by \$45,441 and \$20,817, respectively, for bond sale expenses that were inadvertently not included in the original appropriation that was approved by City Council on September 24, 2001. (Debt Service Fund and General Capital Improvement Fund)

SUBJECT: Councillor's Bill No. re 2001 Budget Supplemental Appropriation – Page 3

The Westminster Police Department received reimbursement of \$46,588 from the City of Arvada for their portion of voting receiver equipment that was purchased in 2000. These funds will now be used to purchase radio console equipment for the move of the dispatch center to the Public Safety Building. (General Capital Improvement Fund)

These adjustments will bring the City's accounting records up to date to reflect the various detailed transactions.

Respectfully Submitted,

J. Brent McFall
City Manager

Attachments

BY AUTHORITY

ORDINANCE NO. **2917**

COUNCILLOR'S BILL NO. **68**

SERIES OF 2001

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE INCREASING THE 2001 BUDGETS OF THE GENERAL, DEBT SERVICE AND GENERAL CAPITAL IMPROVEMENT FUNDS AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2001 ESTIMATED REVENUES IN THESE FUNDS

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2001 appropriation for the General Fund initially appropriated by Ordinance No. 2839 in the amount of \$67,845,371 is hereby increased by \$32,195 which, when added to the fund balance as of the City Council action on October 22, 2001 will equal \$70,715,474. The actual amount in the General Fund on the date this ordinance becomes effective may vary from the amount set forth in this section due to intervening City Council actions. This increase is due to the appropriation of various grants, donations and reimbursements received by the City.

Section 2. The \$32,195 increase in the General Fund shall be allocated to City Revenue and Expense accounts, which shall be amended as follows:

Description	Current Budget	Increase	Final Budget
REVENUES			
General Income 1000.43060.0000	\$146,216	\$5,000	\$151,216
Intergovernmental-Federal 1000.40610.0000	1,250	10,145	11,395
Intergovernmental-Victim Assist 1000.40610.0003	4,200	1,450	5,650
Special Interest 1000.41030.0509	0	3,100	3,100
State Grants 1000.40620.0000	28,553	7,500	36,053
Contributions 1000.43100.0000	37,600	<u>5,000</u>	42,600
Total Change to Revenues		<u>\$32,195</u>	
EXPENSES			
Other Equip-Police Dept 10020500.76000.0000	\$71,950	\$5,000	\$76,950
Overtime-Police Dept 10020300.60400.0000	180,250	10,145	190,395
Career Development-Police Dept 10020300.61800.0000	11,500	1,450	12,950
Special Promotions-PR&L Dept 10050760.67600.0000	33,500	3,100	36,600
Materials-PR&L Dept 10050620.71600.0000	388,553	7,500	396,053
Special Promotions-Dept of Community Dev 10030340.67600.0000	109,500	<u>5,000</u>	114,500
Total Change to Expenditures		<u>\$32,195</u>	

Section 3. The 2001 appropriation for the Debt Service Fund initially appropriated by Ordinance No. 2839 in the amount of \$8,292,401 is hereby increased by \$45,411 which, when added to the fund balance as of the City Council action on October 22, 2001 will equal \$17,594,798. The actual amount in the Debt Service Fund on the date this ordinance becomes effective may vary from the amount set forth in this section due to intervening City Council actions. This increase is due to the additional appropriation of bond proceeds for the refunding of the 1991 Sales and Use Tax Revenue Bonds.

Section 4. The \$45,411 increase in the Debt Service Fund shall be allocated to City Revenue and Expense accounts, which shall be amended as follows:

Description	Current Budget	Increase	Final Budget
REVENUES			
Bond Proceeds 8000.46020.0179	\$9,256,986	<u>\$45,411</u>	\$9,302,397
Total Change to Revenues		<u>\$45,411</u>	
EXPENSES			
Payment to Escrow Agent 80010900.78800.0000	\$9,256,986	<u>\$45,411</u>	\$9,302,397
Total Change to Expenditures		<u>\$45,411</u>	

Section 5. The 2001 appropriation for the General Capital Improvement Fund, initially appropriated by Ordinance No. 2839 in the amount of \$14,802,638 is hereby increased by \$67,405 which, when added to the fund balance as of the City Council action on October 22, 2001 will equal \$39,422,938. The actual amount in the General Capital Improvement Fund on the date this ordinance becomes effective may vary from the amount set forth in this section due to intervening City Council actions. This increase is due to the additional appropriation of bond proceeds for 112th Ave. Widening and a reimbursement received from the City of Arvada.

Section 6. The \$67,405 increase in the General Capital Improvement Fund shall be allocated to City Revenue and Expense accounts, which shall be amended as follows:

Description	Current Budget	Increase	Final Budget
REVENUES			
General Income 7500.43060.0000	\$ 0	\$46,588	\$46,588
Bond Proceeds 7500.46020.0179	4,177,426	<u>20,817</u>	4,198,243
Total Change to Revenues		<u>\$67,405</u>	
EXPENSES			
Public Safety Building 80175020086.80400.8888	\$1,641,801	\$46,588	\$1,687,081
112 th Ave. Widening 80175030199.80400.8888	4,177,426	<u>20,817</u>	4,198,243
Total Change to Expenditures		<u>\$67,405</u>	

Section 7. – 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 8. This ordinance shall take effect upon its passage after the second reading.

Section 9. 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 22nd day of October 2001.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 12th day of November, 2001.

ATTEST:

Mayor

City Clerk



Agenda Item 10 K

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
October 22, 2001

SUBJECT: Councillor's Bill No. 69 re 2001 Local Law Enforcement Block Grant (LLEBG) Funds

Summary Statement

In July 2001, the Police Department applied for a federal Local Law Enforcement Block Grant which provides funding for the purchase of law enforcement related equipment. The grant was approved and the police department accepted the award and special conditions on August 27, 2001. The funding of \$56,320 will be used to purchase additional portable radios, taser units, and new bulletproof vests for the Tactical Team.

Expenditure Required: \$56,320 grant/\$6,258 match

Source of Funds: Department of Justice Local Law Enforcement Block Grant

Recommended City Council Action

Pass Councillor's Bill No. 69 on first reading appropriating \$56,320 from the Local Law Enforcement Block Grants (LLEBG) Program to the Police Department's Patrol Services division budget.

SUBJECT: CB No. 69 re 2001 Local Law Enforcement Block Grant (LLEBG) Funds – Page
2

Prepared By: Dan Montgomery, Chief of Police
Mike Simmons, Research and Analysis Coordinator

Policy Issue(s)

The policy issue to consider is whether or not to use grant funds for police equipment expenditures. The department supports the use of grant funds and find them to be a viable and helpful alternative when operating expenses are not available.

Alternative(s)

City Council provided preliminary approval of these grant funds at the August 31, 2001 Study Session meeting. City Council could choose not to pass the attached Councillor's Bill which would result in the Police Department losing \$56,320 in grant funds.

Background Information

The Police Department submitted a grant application for a Federal Local Law Enforcement Block Grant (LLEBG) in the amount of \$56,320. The purpose of the grant is for the purchase of equipment used to support law enforcement and is for the calendar year 2001. On August 27, 2001, the Bureau of Justice Assistance (BJA) informed the police department that the grant application was approved. Staff accepted the award and special conditions to the grant. Acceptance of the award and special conditions does not result in an automatic payment of the block grant funds. Under the special requirements of the grant, the police department is not allowed to request the draw down of the approved funds until City Council has formally approved the grant funding at a public City Council meeting.

In an August staff report to City Council, the police department identified the following equipment to be purchased with the grant funds:

- 15 portable radios
- 20 taser units
- 7 modular tactical vests

The hand-held portable radios are a critical piece of officer safety equipment and allow officers to communicate with dispatch, supervisors, and other officers when they are out of their cars conducting police investigations or routine patrol functions. Radio availability is limited due to patrol shift overlaps and the high demand on weekends when many officers are working special assignments or performing extra-duty assignments. The radios cost approximately \$2,200 each for a total of \$33,000.

The taser unit is a hand-held device that fires two electrically-charged probes into a suspect's skin. It is more effective than pepper spray, batons or bean bag rounds because it causes less injury to the suspect and officer. The department currently operates several tasers and would like to expand the use of this technology because of its safety benefits and proven ability to subdue violent and aggressive offenders. Twenty taser units cost \$575 each for a total of \$11,500.

The Tactical Team is interested in purchasing seven bulletproof vests with Kevlar shoulder protection for enhanced officer safety. Most vests do not have this added protection and studies show that most SWAT officers killed in the line of duty died from bullets entering through the shoulder area. Because these officers make the initial critical entry into hostile situations such as barricaded gunmen, they are more prone to be fired upon. Seven new vests with additional Kevlar protection cost \$11,820.

SUBJECT: CB No. 69 re 2001 Local Law Enforcement Block Grant (LLEBG) Funds –
Page 3

The Local Law Enforcement Block Grant funds will be used to purchase all of these additional pieces of officer safety equipment. A match of \$6,258 is required for use of these grant funds and is available in the patrol services operating budget.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

BY AUTHORITY

ORDINANCE NO.

COUNCILOR'S BILL NO. **69**

SERIES OF 2001

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE INCREASING THE 2001 BUDGETS OF THE GENERAL FUND AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2001 ESTIMATED REVENUES IN THE FUND

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2001 appropriation for the General Fund initially appropriated by Ordinance No. 2839 in the amount of \$67,845,371 is hereby increased by \$56,320 which, when added to the fund balance as of the City Council action on October 22, 2001 will equal \$70,780,721. The actual amount in the General Fund on the date this ordinance becomes effective may vary from the amount set forth in this section due to intervening City Council actions. This increase is due to the appropriation of a Local Law Enforcement Block Grant received by the City.

Section 2. The \$56,320 increase in the General Fund shall be allocated to City Revenue and Expense accounts, which shall be amended as follows:

Description	Current Budget	Increase	Final Budget
REVENUES			
Intergovernmental-Federal			
1000.40610.0000	\$11,395	<u>\$56,320</u>	\$67,715
Total Change to Revenues		<u>\$56,320</u>	
EXPENSES			
Other Equip-Police Dept			
10020500.76000.0000	\$76,950	<u>\$56,320</u>	\$133,270
Total Change to Expenditures		<u>\$56,320</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 22nd day of October 2001.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 12th day of November, 2001.

ATTEST:

Mayor

City Clerk



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
October 22, 2001

SUBJECT: Resolution No. 64 re Active Military Duty During Enduring Freedom

Summary Statement

City Council is requested to approve the attached resolution which extends pay and benefits to those City employees who have been or may be called to active military duty in the military operation, Enduring Freedom.

- The Uniform Services Employment and Reemployment Act of 1994 (USERRA) requires employers to safeguard the position and status of any employee called to active military duty. This is a requirement for up to a five year period.
- USERRA requires employers to provide unpaid leave and provisions for employee paid continuation of medical and dental benefits.
- City Personnel Policies and Rules reflect the requirements of the USERRA law.
- City Council approved extended additional pay and benefits to employees called into active duty during Operation Desert Storm in 1991.
- The City has eight to ten employees in a military reserve capacity, including two individuals who have already been called to active military duty.
- City Council could revisit extension of the program after six months.

Expenditure Required: \$35,000

Source of Funds:

No additional resource allocation is needed for the cost of extending an enhanced compensation and benefits package to active military duty employees. The cost of the additional pay and benefits will be covered in existing departmental salaries accounts and central charges benefit accounts respectively.

Recommended City Council Action

Adopt Resolution No. 64 which extends pay and benefits to those City employees who have been called, or are called in the future, to active military duty in connection with the military operation Enduring Freedom for up to a period of six months.

SUBJECT: Resolution re Active Military Duty During Enduring Freedom
Page 2

Prepared By: Debbie Mitchell, Human Resources Manager

Policy Issue

Should the City extend an enhanced pay and benefit package beyond what is required by law to employees called to active military service for the Enduring Freedom operation?

Alternatives

1. Make no change to the current policy, which is in compliance with Federal law. This is a viable option but does not address the potential transition hardship employees may experience with reduced compensation and benefits while serving in active duty for the military.
2. Provide the extension of an enhanced pay and benefit package to employees for the entire time they are serving in an active military duty status. The six month recommended period would provide a transition period to adjust to the difference in compensation and benefits. If this alternative is adopted the cost of the package may increase significantly. The maximum active duty time is five years. The City may need to absorb Military replacement position costs during the Enduring Freedom operation. Extending the length of time for the enhanced benefits beyond the 6 month time frame will most likely require a request for additional funding beyond the current operating budget.

Background Information

The Uniform Services Employment and Reemployment Act of 1994 (USERRA) requires employers who have employees who are military reservists and have been called to active military duty to safeguard the position and status of employees during the time they are in active duty. The act does not require any compensation but does require that employees be given a continuation of benefits option for the employee and their family, at a cost of up to 102% of the total health insurance premium. City Personnel Policies and Rules provide the same active duty leave and benefits as outlined in the USERRA law. The act also provides for reinstatement of the employee into the same position or, in cases of longer-term absences, it requires the employee is returned to a similar position with like status and pay.

City Council is requested to approve salary and benefits for employees required to report to active military service for the Enduring Freedom operation. City Council approved the same approach to salary and benefits in 1991 during Operation Desert Storm . These enhance pay and benefits would include:

- Provision of City benefits for employee and family at the same coverage rate as other regular employees
- Compensation for the difference between City compensation the employee would have earned versus the military pay being earned by the employee

Staff recommends these additional benefits be offered to all active military duty personnel for a period of up to six months or until active military service is ended whichever comes sooner. This six-month period would provide financial support to reservist during the period of transition to active military service while limiting the City's financial liability to a reasonable timeframe. The City has two employees who have been called into active duty and at least six others who are active reservists. The potential cost to the City for the enhanced pay and benefits is approximately \$115,000. The actual cost would most likely be much lower since the potential cost reflects the highest possible benefit cost, calculates the maximum cost for eight reservists and assumes a low level of compensation in military service. A more realistic estimate of the cost is \$35,000.

Respectfully submitted,

J. Brent McFall, City Manager
Attachment

RESOLUTION

RESOLUTION NO. **64**

INTRODUCED BY COUNCILLORS

SERIES OF 2001

Military Leave Benefits

WHEREAS, on September 11, 2001, the United States was attacked by terrorists; and

WHEREAS, the President of the United States responded to the attacks and authorized the Secretary of Defense to call reserve units of the Armed Forces to active duty for the operation called Enduring Freedom; and

WHEREAS, this campaign is still ongoing; and

WHEREAS, City employees have already been called up to serve in the Enduring Freedom operation and more employees may be called to active military duty; and

WHEREAS, these employees and their families are sustaining the burden of the war effort as well as financial difficulties created by this emergency military duty; and

WHEREAS, the City believes that its employees are its greatest asset, and wishes to support them and their families in this time of strife.

NOW, THEREFORE, be it resolved that the City Council of Westminster, does extend the following salary and benefits to employees who, as members of the National Guard or a reserve component of the Armed Forces of the United States, have been called up for active military duty in the Enduring Freedom operation:

- (1) The City shall extend military leave compensation for up to six months, while in active military duty, for the amount of compensation that equalizes the difference between the employee's military duty pay and the City salary;
- (2) The City shall extend continued fringe benefits for up to six (6) months including medical, dental and pension benefits;
- (3) The period of enhanced pay and benefits will begin retroactively, if necessary, to the beginning of active military duty.

Passed and adopted this 22nd day of October, 2001.

ATTEST:

Mayor

City Clerk



Agenda Item 10 M

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
October 22, 2001

SUBJECT: Councillor's Bill No. 70 re Violation of Bail Bond Conditions

Summary Statement:

Colorado state law, C.R.S. section 18-8-212 makes it a class 3 misdemeanor to violate bail bond conditions after release from custody. This offense is punishable by a fine up to \$750.00 and/or six months in jail. The City of Westminster does not presently have a counterpart ordinance to this state statute. Enactment of the proposed ordinance will make violation of bail bond conditions a municipal offense.

Expenditure Required: \$0

Source of Funds: N/A

Recommended City Council Action:

Pass Councillor's Bill No. 70 on first reading making violations of bail bond conditions a municipal offense.

SUBJECT: Councillor's Bill No. 70 re Violation of Bail Bond Conditions

Prepared By: Jeff Cahn, Lead Prosecuting Attorney
Donna Schneider, Assistant Prosecuting Attorney

Policy Issue(s):

Should the City enact an ordinance making violation of Westminster Municipal Court bond conditions a municipal offense?

Alternative(s):

Do not adopt this ordinance and continue enforcement of bail bond conditions in state court.

Background Information:

Under C.R.S. Sec. 18-8-212, violation of bail bond conditions after release from custody is a class 3 misdemeanor offense, punishable by a fine up to \$750.00 and/or six months in jail. The City does not presently have a counterpart ordinance regarding violation of the conditions of bail bond. This situation creates an inefficiency in the use of officer resources, often resulting in the filing of charges in both the county and municipal courts.

A defendant who is arrested and taken into custody on a misdemeanor offense will be served with a Notice of Bond Conditions at the time that he posts bond and is released from custody. If the defendant violates any of the conditions listed on the bond before appearing in court, he/she has committed a violation of state law. In domestic violence cases, one of the conditions of the bond is that the defendant have no contact with the purported victim. Defendants regularly violate this bond condition. Because the Westminster Municipal Code does not contain an offense for violation of bond conditions, the bond violation charge must be filed in the county court, despite the fact that the original charge (such as domestic battery) has already been filed in the Westminster Municipal Court.

Enactment of this ordinance will enable the City to more effectively handle related charges. Police officers will be able to issue a Westminster Municipal Summons and Complaint, rather than a state summons, to those suspected of violating the conditions of bail. Hence, both the underlying charge and the violation of bond condition charge will be heard in the Westminster Municipal Court. If a case goes to trial, only one court appearance will likely be necessary for the officer, resulting in time and financial savings for the department. The officer and the accused will no longer have to travel to both courts to address separate, but related cases. The measure also furthers the interests of judicial economy, with one court handling both charges. Staff would not anticipate that enactment of this ordinance would result in any increased caseload for Westminster police officers and would have little or no impact on prosecutor or court resources.

The Westminster Police Department and the Westminster Municipal Court Judges have indicated support for this measure.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment(s)

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **70**

SERIES OF 2001

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE CREATING THE MUNICIPAL OFFENSE OF VIOLATION OF BAIL BOND CONDITIONS

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The Westminster Municipal Code is hereby amended by the addition of a new section to read as follows:

6-1-8: VIOLATION OF BAIL BOND CONDITIONS:

(A) IT SHALL BE UNLAWFUL FOR ANY PERSON RELEASED ON BAIL BOND OF WHATEVER KIND TO KNOWINGLY FAIL TO APPEAR FOR TRIAL OR OTHER PROCEEDINGS IN THE CASE IN WHICH THE BOND WAS FILED OR TO KNOWINGLY VIOLATE ANY CONDITION OF THE BAIL BOND.

(B) **PENALTY:** ANY VIOLATION OF THIS SECTION SHALL BE DEEMED A CRIMINAL VIOLATION OF THIS CODE, PUNISHABLE BY A FINE OR IMPRISONMENT OR BOTH IN ACCORDANCE WITH THE PROVISIONS OF W.M.C. SECTION 1-8-1.

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 22nd day of October, 2001.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this ____ day of November, 2001.

Mayor

ATTEST:

City Clerk



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
October 22, 2001

Subject: Revised Employment Agreement with John A. Stipech and Councillor's Bill No. 71

Summary Statement

- City Council is requested to approve a revised employment agreement with John A. Stipech for services as Presiding Judge and to pass the attached Councillor's Bill on first reading to authorize the change in his salary.
- As a follow up to Council's recent performance review meeting with the Judge, the Council has indicated they wish to increase his annual compensation by 8.3 percent or \$7,745 to \$100,880, including \$11,000 in City-paid deferred compensation. This amount of the increase reflects the Council's positive appraisal of the Judge's performance and brings the salary in line with the prevailing pay rates for similar positions in the Denver metro area.
- The attached proposed agreement with John Stipech is identical to the current employment agreement with the exception of the revised compensation and the change in the effective dates for the contract.

Expenditure Required: \$100,800 plus the cost of fringe benefits as described in the attached employment agreement

Source of Funds: General Fund, Municipal Court Division Budget

Recommendation City Council Action

1. Authorize the Mayor to execute a revised employment agreement with John A. Stipech for his services as Presiding Judge for 2002 and 2003 with an effective date of January 1, 2002.
2. Pass Councillor's Bill No. 71 on first reading regarding a change to the salary for the Presiding Judge.

Subject: Revised Employment Agreement with John A. Stipech and Councillor's Bill – Page 2
Prepared by: Matt Lutkus, Deputy City Manager for Administration

Policy Issue

Whether to continue essentially the same agreement with John A. Stipech with a salary adjustment that reflects prevailing salaries for similar positions in the greater Denver metro area.

Alternatives:

Council could make further adjustments to the employment agreement with Judge Stipech.

Background Information

Since July 1991, City Council has used an employment contract for Presiding Judge services. This approach is consistent with the practice of having employment contracts with the City Manager and the City Attorney who also serve at the pleasure of City Council. The contract with the Presiding Judge addresses the overall duties of the position, the term of the agreement, compensation and benefits, professional development, and termination and separation provisions.

Judge Stipech was appointed July 1979 as an Associate Judge and as Presiding Judge January 1, 1996. He graduated from the University of Utah in 1967 with a Bachelor of Arts Degree and received his Juris Doctorate degree from the University of Denver Law School in 1971. He is a member of the Colorado and Adams County Bar Associations and is currently serving on the Board of Directors for the Municipal Judges' Association. Judge Stipech is an advisor to recipients of Habitat for Humanity homes, is a member of the Westminster Rotary Club, and is active in many community activities.

During 2001, the Court maintained a high level of activity despite reductions in Police traffic enforcement activity due to a temporary shortage of on-duty officers. Prior to January 2001, the Court completed a revision of the traffic fine schedules to reflect similar changes that have occurred in neighborhood jurisdictions. The Court continued to use the services of three Pro-Tem Judges although their activities were somewhat reduced as a result of the lower traffic enforcement activity in the Police Department. The City utilized the services of Adams County Juvenile Diversion in a effort to more effectively address alcohol and drug-related problems confronting juveniles. Other Court activities of note were the continuation of video arraignment for prisoners housed in the Adams County Jail, continued use of the City's mediation program and continuation of tours and other programs for local schools.

The proposed employment agreement with John A. Stipech mirrors the agreement with Judge Stipech that Council approved in October 2000, with the exception of the change in salary. The revised agreement calls for the Judge's salary to increase by \$7,745 from the current level of \$93,135 TO \$100,880 which includes an \$11,000 City payment to the Judge's deferred compensation plan effective January 1, 2001.

This salary reflects the City Council favorable appraisal of the Judge's performance during the past 12 months. In addition, the increase in compensation addresses Council's desire to bring the Judge's salary in line with the prevailing rates of pay for similar positions in the greater Denver metropolitan area.

Similar to the Council's employment agreements with the City Manager and the City Attorney, this agreement would again cover a two year period, 2002 and 2003, with the provision that the salary be reviewed annually.

Section 16.2 of the Westminster City Charter requires that the Council set the Presiding Judge's salary by ordinance. The attached Councillor's Bill addresses this requirement by updating the salary to reflect the amount listed in the proposed employment agreement.

Respectfully submitted,

J. Brent McFall, City Manager
Attachments

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **71**

SERIES OF 2001

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE AMENDING THE SALARY OF THE MUNICIPAL JUDGE

THE CITY OF WESTMINSTER ORDAINS:

Section 1. Title 1, Chapter 7 of the Westminster Municipal Code is hereby amended as follows:

1-7-2: MUNICIPAL JUDGE: The salary of the Municipal Judge shall be as follows:

~~\$93,135~~ \$89,880 per annum payable bi-weekly PLUS \$11,000 IN CITY-PAID DEFERRED
COMPENSATION

Section 2. 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 3. This ordinance shall take effect on January 1, 2002.

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 22th day of October, 2001.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED
this 12th day of November, 2001.

ATTEST:

Mayor

City Clerk

EMPLOYMENT AGREEMENT

THIS AGREEMENT, effective as of the 1st day of January, 2002, by and between the City of Westminster, State of Colorado, a municipal corporation, hereinafter called "CITY," and JOHN A. STIPECH, hereinafter called "EMPLOYEE," both of whom understand as follows:

WHEREAS, the CITY desires to employ the services of John A. Stipech, as Presiding Municipal Judge of the City of Westminster as provided by City Charter, Chapter XVI, Section 16.2; and

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment, and to set working conditions of said EMPLOYEE; and

WHEREAS, it is the desire of the City Council to (1) secure and retain the services of EMPLOYEE and to provide inducement for him to remain in such employment; (2) make possible full work productivity by assuring EMPLOYEE'S morale and peace of mind with respect to future security; (3) act as a deterrent against malfeasance or dishonesty for personal gain on the part of EMPLOYEE; and (4) provide a just means for terminating EMPLOYEE'S services at such time as he may be unable to fully discharge his duties due to age or disability or when CITY may desire to otherwise terminate his employ; and

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

SECTION 1. DUTIES:

A. CITY hereby agrees to commence the employment of EMPLOYEE as Presiding Municipal Judge of CITY to perform the duties and functions specified in Section 16.2 of the City Charter, Chapter 22 of Title I of the City Code and such other legally and ethically permissible and proper duties and functions as the City Council shall from time to time assign.

B. EMPLOYEE shall administer the judicial component of the Municipal Court and shall be responsible for providing judicial coverage to insure efficient and expeditious hearing of all matters scheduled for hearing in the Court.

C. EMPLOYEE and the Court Administrator shall prepare and submit jointly a proposed budget for the Municipal Court following guidelines established by the City Manager. This budget shall be reviewed by the City Manager's Office and submitted to the City Council for final approval as part of the City Manager's recommended City Budget. Requests for changes in the budget during the fiscal year shall also be submitted through the City Manager's Office.

D. EMPLOYEE shall supervise the judicial staff of the Municipal Court as may be authorized by the City Council. EMPLOYEE shall provide advice and direction to the Court Administrator in connection with the governance of the Court staff.

SECTION 2. TERMS:

A. During the term of this Agreement, EMPLOYEE agrees to remain in the exclusive employ of CITY. Subject to the provisions of Section 2.D. and Section 3 of this Agreement, EMPLOYEE will serve as Presiding Municipal Judge for calendar years 2002 and 2003. EMPLOYEE is employed as a full-time employee and shall be compensated based upon his devoting normal business hours to his duties as Presiding Municipal Judge.

The term "employed" shall not be construed to include other judicial service, private law practice, teaching, writing, consulting work or other related activities performed on EMPLOYEE'S time off.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of EMPLOYEE at any time, subject only to the provisions set forth in Section 3, Paragraph A and B of this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of EMPLOYEE to resign at any time from his position with the CITY, subject only to the provisions set forth in Section 3, paragraph C of this Agreement.

D. This Agreement shall be considered for renewal annually, no later than October 31 of each year to address extending the Agreement, salary, and other changes negotiated between the parties, unless written notice is given to the EMPLOYEE that such Agreement will not be renewed, and such written notice is forwarded to EMPLOYEE at least ninety (90) days prior to the scheduled expiration of this Agreement. Each renewal of the Agreement shall be for a specified time. If for any reason this Agreement expires prior to its renewal, EMPLOYEE shall continue to work under the terms of the last executed Agreement until a new agreement is executed or the Agreement is terminated in accordance with section 3 below.

SECTION 3. TERMINATION, NOTICE AND SEVERANCE PAY:

A. In the event City Council decides to terminate EMPLOYEE before expiration of the aforementioned term of employment and during such time that EMPLOYEE is willing and able to perform the duties of Presiding Municipal Judge, then and in that event, the CITY agrees to give EMPLOYEE four (4) months' written notice or to pay EMPLOYEE a lump sum cash payment equal to his base salary for the ensuing thirty (30) days. In the event the City elects to terminate this Agreement without giving EMPLOYEE four (4) months' advance written notice thereof, the EMPLOYEE shall have as his sole and Exclusive remedy the severance payment equal to thirty (30) days of EMPLOYEE'S base salary as provided in this paragraph and EMPLOYEE shall have no other rights or claims against the CITY and hereby expressly waives and releases the same, provided however, that in the event the EMPLOYEE is terminated because of his conviction of any illegal act, then, and in that event, CITY has no obligation to give notice or pay the aggregate severance sum designated in this paragraph.

B. In the event the CITY at any time during the employment term reduces the salary or other financial benefits of EMPLOYEE in a greater percentage than an applicable across the board reduction for all City employees, or in the event the CITY refuses, following written notice to comply with any other provisions benefiting EMPLOYEE herein, or the EMPLOYEE resigns following a formal suggestion by the City Council that he resign, then, and in that event, EMPLOYEE may, at his option, be deemed to be "terminated" at the date of such reduction, such refusal to comply or such resignation, within the meaning and content of the thirty (30) days' severance pay provisions herein.

C. In the event EMPLOYEE voluntarily resigns his position with the CITY before expiration of the aforesaid term of employment, then EMPLOYEE shall give the CITY four (4) months notice in advance in writing.

D. The parties may, by mutual written agreement, shorten the time required for written notification of termination or resignation set forth in paragraphs A and C of this Section 3, and paragraph D in Section 2.

SECTION 4. SALARY:

A. The CITY agrees to pay EMPLOYEE for his services rendered pursuant hereto an annual base salary of eighty-nine thousand, eight hundred eighty dollars (\$89,880) effective January 1, 2002, payable in installments at the same time as other employees of the CITY are paid. In addition, the City will make a lump sum payment of \$11,000 to the Employee's deferred compensation plan.

B. CITY agrees to review the EMPLOYEE'S performance annually, no later than October 31 of each year. Salary evaluation each year shall be at the discretion of the CITY. Such evaluation shall consider the salary of judges of similar municipalities.

SECTION 5. HOURS OF WORK:

It is recognized that EMPLOYEE must devote a great deal of his time outside normal office hours to business of the CITY, and to that end EMPLOYEE will be allowed to take compensatory time off as he shall deem appropriate during normal office hours.

SECTION 6. DUES AND SUBSCRIPTIONS:

CITY agrees to budget and to pay the professional dues of EMPLOYEE necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the City.

SECTION 7. PROFESSIONAL DEVELOPMENT:

CITY agrees to budget and to pay registration, travel and subsistence expenses of EMPLOYEE for professional and official travel to meetings and occasions related to the professional development of EMPLOYEE and to official and other functions as a representative of the City, including, but not limited to, the American Bar Association, the Colorado Bar Association, the Colorado Municipal Judges Association, and continuing legal education courses and seminars related to topics of the judiciary. In addition to reasonably funding educational/training programs for EMPLOYEE'S professional staff, sufficient funds shall be budgeted to permit EMPLOYEE to attend at least one national, one statewide, and one local educational/training program each year.

SECTION 8. GENERAL EXPENSES:

CITY recognizes that certain expenses of a non-personal, job affiliated nature are incurred by EMPLOYEE, and hereby agrees to reimburse or to pay said non-personal, job affiliated expenses. Disbursement of such monies shall be made upon receipt of duly executed expense vouchers, receipts, statements, or personal affidavit.

SECTION 9. FRINGE BENEFITS:

EMPLOYEE will be allowed all benefits as are extended to Department Head level employees, including the monthly car allowance, except that when such benefits are in conflict with this contract, said contract shall control. The EMPLOYEE'S years of service with the City in an unbenefited capacity will be treated as years of continuous municipal service when the level of employee benefits is computed.

SECTION 10. OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

A. The City Council shall fix any other terms and conditions of employment as it may from time to time determine, relating to the performance of EMPLOYEE, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter or any other law.

B. All provisions of the City Charter and Code, and regulations and rules of the City relating to vacation and sick leave, retirement and pension system contributions, holidays, longevity pay, and other fringe benefits and working conditions as they now exist or hereafter may be amended, shall also apply to EMPLOYEE as they would to other employees of CITY in addition to said benefits enumerated specifically for the benefit of EMPLOYEE, except as herein provided.

C. EMPLOYEE is ultimately responsible for providing judicial coverage of all docketed matters in the Westminster Municipal Court.

SECTION 11. GENERAL PROVISIONS:

A. The text herein shall constitute the entire agreement between the parties.

B. This Agreement shall be binding upon and to the benefit of the heirs at law and executors of EMPLOYEE.

C. This Agreement becomes effective on January 1, 2002, and shall be in effect through calendar years 2002 and 2003.

D. If any provision, or any portion hereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the portion thereof shall be deemed severable, and the remainder shall not be affected, and shall remain in full force and effect.

E. The parties agree that this contract is entered into and shall be governed by the laws of the State of Colorado.

F. Effective January 1, 2002, this Agreement replaces and supercedes prior employment agreements between CITY and EMPLOYEE.

IN WITNESS WHEREOF, the City of Westminster, Colorado, has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and EMPLOYEE.

Approved by the Westminster City Council on October 22, 2001, contingent upon approval of the Councillor's Bill amending Municipal Judge salary.

ATTEST:

City Clerk

Mayor

John A. Stipech



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
October 22, 2001

SUBJECT: Revised Employment Agreement with City Attorney Martin McCullough

Summary Statement

Each year, the employment contracts for the City Attorney, the City Manager and the Presiding Judge are reviewed and revised based on the results of the Council's performance evaluation of these positions. This year's evaluation of the City Attorney was completed on October 1. City Council action is requested to extend this contract for the calendar years 2002 and 2003 in substantially the same form as attached.

The compensation included in the attached agreement reflects Council's very positive appraisal of Mr. McCullough's work performance and Council's review of salary survey data for the Greater Denver area. The salary and deferred compensation included in this agreement will bring the total compensation for this position to a level that is similar to the prevailing rate of compensation provided to like positions in comparable cities.

Expenditure Required: \$122,720 plus benefits.

Source of Funds: CAO Salaries Account (2002 Gen'l Fund Approved Budget)

Recommended City Council Action

Approve the revised employment agreement with Martin McCullough serving in the position of City Attorney for calendar years 2002 and 2003, and authorize the Mayor to execute the agreement on behalf of City Council.

SUBJECT: Revised Employment Agreement with City Attorney Martin McCullough – Page 2

Prepared By: Matt Lutkus, Deputy City Manager for Administration

Policy Issue(s):

Whether to continue essentially the same agreement with Martin McCullough with a salary adjustment that reflects the prevailing salaries for similar positions in the greater Denver metro area.

Alternative(s):

Do not approve the agreement as proposed.

Background Information:

Council has previously discussed the 2002 salary for Mr. McCullough. The compensation that Council directed be included in the attached agreement reflects Council's very favorable appraisal of Mr. McCullough's job performance during the past twelve months. In addition, the Council gave careful consideration to salary survey data from comparable cities in the greater Denver metro area. The data shows that the pay for the City Attorney position in Westminster has lagged behind the prevailing pay rates for similar positions in these other cities.

Martin McCullough was appointed City Attorney on February 10, 1986, after holding the position of Acting City Attorney since September 1985. Prior to such positions, he was an attorney with the municipal law firm of Calkins, Kramer, Grimshaw and Harring. Marty holds a B.A. from the University of Virginia, an M.S. from Florida State University and graduated magna cum laude from the University of Houston School of Law in 1982. He is admitted to practice law in Texas and Colorado and is a member of the National Institute of Municipal Law Officers and the Colorado and Denver Bar Associations. Marty has served as president of the Attorneys Section of the Colorado Municipal League, is past president of the Metro City Attorney's Association, and is a member and past chairperson of the Local Government Committee of the Colorado Bar Association. Marty is also a past recipient of the Metro City Attorney's Association's "City Attorney of the Year" and "Leadership" awards.

At the time Council appointed Marty McCullough as City Attorney in February 1986, an employment agreement was formally approved by the Council to reflect the terms and conditions of his employment.

The City Attorney's employment agreement has typically followed substantially the same format and covered essentially the same terms and conditions as the City Manager's employment contract. The existing contract between Marty and the City is scheduled to expire December 31, 2002.

Under the revised agreement:

- The City Attorney's total salary will increase to \$122,720 inclusive of deferred compensation.
- The City Attorney may elect to receive a portion of his salary in the form of deferred compensation up to \$11,000 or the maximum allowed by law, whichever is greater.
- The proposed agreement would become effective as of January 1, 2002 and would expire on December 31, 2003.

City Council was previously provided with a salary survey of other area city attorneys' compensation packages. The average salary of the cities surveyed indicated a median 2001 compensation of \$118,000 and an average of \$119,581, inclusive of deferred compensation, but exclusive of any end of year adjustments for 2002. This compares to the 2001 annual salary and deferred compensation for the Westminster City Attorney in the amount of \$110,000. The compensation that Council directed be included in the attached agreement reflects Council's favorable appraisal of Mr. McCullough's job performance during the past twelve months.

SUBJECT: Revised Employment Agreement with City Attorney Martin McCullough – Page 3

In addition, Council gave careful consideration to salary survey data from comparable cities in the metro area. The salary and deferred compensation included in this agreement will bring the total compensation for this position to a level that is similar to the prevailing rate of compensation provided to like positions in comparable cities.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

EMPLOYMENT AGREEMENT

THIS AGREEMENT, effective as of the 1st day of January, 2002, by and between the CITY OF WESTMINSTER, State of Colorado, a municipal corporation, hereinafter called "CITY" as party of the first part, and MARTIN R. McCULLOUGH, hereinafter called "EMPLOYEE", as party of the second part, both of whom understand as follows:

WHEREAS, the CITY desires to continue employing the services of MARTIN R. McCULLOUGH, as City Attorney of the City of Westminster as provided by City Charter, Chapter IV, Section 4.13; and

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment, and to set working conditions of said EMPLOYEE; and

WHEREAS, it is the desire of the City Council to (1) secure and retain the services of EMPLOYEE and to provide inducement for him to remain in such employment; (2) make possible full work productivity by assuring EMPLOYEE'S morale and peace of mind with respect to future security; (3) act as a deterrent against malfeasance or dishonesty for personal gain on the part of EMPLOYEE; and (4) provide a just means for terminating EMPLOYEE's services at such time as he may be unable to fully discharge his duties due to age or disability or when CITY may desire to otherwise terminate his employ; and

WHEREAS, EMPLOYEE previously accepted employment as City Attorney of said CITY.

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

SECTION 1. DUTIES:

A. CITY hereby agrees to continue the employment of EMPLOYEE as City Attorney of CITY to perform the duties and functions specified in Section 4.13 of the City Charter, Chapter 16 of Title I of the City Code and such other legally and ethically permissible and proper duties and functions as the City Council shall from time to time assign.

B. EMPLOYEE shall prepare and submit a proposed budget for the City Attorney's Office following guidelines established by the City Manager. This budget shall be reviewed by the City Manager's Office and submitted to the City Council for final approval as part of the City Manager's recommended City Budget. Requests for changes in the budget during the fiscal year shall also be submitted through the City Manager's Office.

C. EMPLOYEE shall supervise the staff of the City Attorney's Office as may be authorized by the City Council. All employees of the City Attorney's Office shall be employed by the City Attorney in accordance with the provisions of section 1-16-3 of the City Code.

SECTION 2. TERMS:

A. During the term of this Agreement, EMPLOYEE agrees to remain in the exclusive employ of CITY. EMPLOYEE will serve as City Attorney for calendar years 2002 and 2003. EMPLOYEE agrees neither to seek, to accept, nor to become employed by any other employer until said termination date, unless said termination date is effected as hereinafter provided.

The term "employed" shall not be construed to include occasional teaching, writing, consulting work or other related activities performed on EMPLOYEE'S time off.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of EMPLOYEE at any time, subject only to the provisions set forth in Section 3, Paragraph A and B of this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of EMPLOYEE to resign at any time from his position with the CITY, subject only to the provisions set forth in Section 3, paragraph C of this Agreement.

D. This Agreement shall be considered for renewal annually, no later than October 31 of each year to address extending the Agreement, salary, and other changes negotiated between the parties. Each renewal of the Agreement shall be for a specified time. If this Agreement is not renewed, or terminated, as set forth in the Agreement, and the Agreement expires, EMPLOYEE shall continue to work under the terms of the last executed Agreement until a new Agreement is executed or EMPLOYEE is terminated after receiving four (4) months' written notice of termination.

SECTION 3. TERMINATION, NOTICE AND SEVERANCE PAY:

A. In the event City Council decides to terminate EMPLOYEE before expiration of the aforementioned term of employment and during such time that EMPLOYEE is willing and able to perform the duties of City Attorney, then and in that event, the CITY agrees to give EMPLOYEE four (4) months' written notice or to pay EMPLOYEE a lump sum cash payment equal to his base salary for the ensuing four (4) months, provided however, that in the event the EMPLOYEE is terminated because of his conviction of any illegal act, then, and in that event, CITY has no obligation to give notice or pay the aggregate severance sum designated in this paragraph.

B. In the event the CITY at any time during the employment term reduces the salary or other financial benefits of EMPLOYEE in a greater percentage than an applicable across the board reduction for all City employees, or in the event the CITY refuses, following written notice to comply with any other provisions benefiting EMPLOYEE herein, or the EMPLOYEE resigns following a formal suggestion by the City Council that he resign, then, and in that event, EMPLOYEE may, at his option, be deemed to be "terminated" at the date of such reduction, such refusal to comply or such resignation, within the meaning and content of the four (4) months' severance pay provisions herein.

C. In the event EMPLOYEE voluntarily resigns his position with the CITY before expiration of the aforesaid term of employment, then EMPLOYEE shall give the CITY four (4) months notice in advance in writing.

D. The parties may, by mutual written agreement, shorten the time required for written notification of termination or resignation set forth in paragraphs A and C of this Section 3, and paragraph D in Section 2.

SECTION 4. SALARY:

A. Effective January 1, 2002, the CITY agrees to pay EMPLOYEE for his services rendered pursuant hereto an annual salary of \$122,720, payable in installments at the same time as other employees of the CITY are paid, except that the EMPLOYEE may elect to receive a portion of this salary in the form of a lump sum amount of deferred compensation up to \$11,000 or the then current maximum allowed by law, whichever is greater.

B. CITY agrees to review the EMPLOYEE'S performance annually, no later than October 31 of each year. Salary evaluation each year shall be at the discretion of the CITY.

SECTION 5. HOURS OF WORK:

A. It is recognized that EMPLOYEE must devote a great deal of his time outside normal office hours to business of the CITY, and to that end EMPLOYEE will be allowed to take compensatory time off as he shall deem appropriate during normal office hours.

B. EMPLOYEE shall not spend more than ten (10) hours per week in teaching, consulting, or other non-City connected business without the expressed prior approval of the Council. Provided, that such consulting or other non-City connected business does not constitute a conflict of any nature with EMPLOYEE'S work as City Attorney. City Council shall be the sole judge of such conflicts whose determination shall be final.

SECTION 6. DUES AND SUBSCRIPTIONS:

CITY agrees to budget and to pay the professional dues of EMPLOYEE necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the City.

SECTION 7. PROFESSIONAL DEVELOPMENT:

CITY agrees to budget and to pay registration, travel and subsistence expenses of EMPLOYEE for professional and official travel to meetings and occasions related to the professional development of EMPLOYEE and to official and other functions as a representative of the City, including, but not limited to, the Colorado Bar Association, NIMLO, the Colorado Municipal League, and continuing legal education courses and seminars related to the practice of municipal law. In addition to reasonably funding educational/training programs for EMPLOYEE's professional staff, sufficient funds shall be budgeted to permit EMPLOYEE to attend at least one national, one statewide, and one local educational/training program each year.

SECTION 8. GENERAL EXPENSES:

CITY recognizes that certain expenses of a non-personal, job affiliated nature are incurred by EMPLOYEE, and hereby agrees to reimburse or to pay said non-personal, job affiliated expenses. Disbursement of such monies shall be made upon receipt of duly executed expense vouchers, receipts, statements, or personal affidavit.

SECTION 9. FRINGE BENEFITS:

EMPLOYEE will be allowed all benefits as are extended to all Department Head level employees, including a monthly car allowance in the amount of \$300 per month, except that when such benefits are in conflict with this Agreement, said Agreement shall control.

SECTION 10. OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

A. The City Council shall fix any other terms and conditions of employment as it may from time to time determine, relating to the performance of EMPLOYEE, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter or any other law.

B. All provisions of the City Charter and Code, and regulations and rules of the City relating to vacation and sick leave, retirement and pension system contributions, holidays, longevity pay, and other fringe benefits and working conditions as they now exist or hereafter may be amended, shall also apply to EMPLOYEE as they would to other employees of CITY in addition to said benefits enumerated specifically for the benefit of EMPLOYEE, except as herein provided.

SECTION 11. GENERAL PROVISIONS:

A. The text herein shall constitute the entire agreement between the parties.

B. This Agreement shall be binding upon and to the benefit of the heirs at law and executors of EMPLOYEE.

C. This Agreement becomes effective on January 1, 2002, and shall be in effect through calendar years 2002 and 2003.

D. If any provision, or any portion hereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the portion thereof shall be deemed severable, and the remainder shall not be affected, and shall remain in full force and effect.

E. The parties agree that this Agreement is entered into and shall be governed by the laws of the State of Colorado.

F. Nothing in this Agreement shall be construed as creating any multiple fiscal year obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20.

IN WITNESS WHEREOF, the City of Westminster, Colorado, has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and EMPLOYEE has signed and executed this Agreement both effective as of the day and year first above written.

Approved by Westminster City Council this 22nd day of October, 2001.

ATTEST:

Nancy M. Heil, Mayor

City Clerk

Martin R. McCullough

Summary of Proceedings

Summary of proceedings of the regular City of Westminster City Council meeting of Monday, October 22, 2001.

Present at roll call were Mayor Heil, Mayor Pro-Tem Dixon, Councillors Atchison, Hicks, Kauffman, Merkel, and Moss.

The minutes of the October 8, 2001 meeting were approved.

Mayor Heil presented a certificate proclaiming October 22-26 as "Red Ribbon Week."

Council approved the following: Quarterly Insurance Claims Report; Renewal of Property and Liability Excess Insurance for \$220,368; Employee Health Insurance Renewals for \$5,030,000; Legal Services re Acquisition of Right-of-Way for the Westminster Boulevard Extension with Opperman and Associates for \$75,000; Bid for 2002 Traffic Signal Maintenance to W.L. Contractors for \$115,920; Savory Farms Water Tower Phase I Renovation for \$22,200; Semper Water Treatment Facility Improvements contract with Best Access Systems for \$75,000; Additional funding for Federal Boulevard Extension project for \$298,200; approved the PDP/ODP within the Maple Place PUD; authorized a revised employment agreement with John A. Stipech as Presiding Judge; and approved the revised employment agreement with Martin A. McCullough as City Attorney.

The following public hearings were held: At 8:01 P.M., on the use of the 2002 Community Development Block Grant fund allocation from HUD; At 8:05 P.M., on the proposed Maple Place Rezoning and PDP/ODP; at 8:35 P.M., on the Huron Street Right-of-Way Annexation; at 8:40 P.M., on the Comprehensive Land Use Plan Amendments.

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

A BILL FOR AN ORDINANCE AMENDING THE ZONING LAW AND ESTABLISHING THE ZONING CLASSIFICATION OF CERTAIN DESCRIBED PROPERTY IN A PARCEL OF LAND LOCATED IN SECTION 31, TOWNSHIP 2 SOUTH, RANGE 68 WEST, 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO purpose: rezoning the Maple Place property from R-1 to PUD

A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY IN A PARCEL OF LAND LOCATED IN SECTION 21, TOWNSHIP 1 SOUTH, RANGE 68 WEST, 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO purpose: annexing a portion of the Huron Street right-of-way

A BILL FOR AN ORDINANCE AMENDING THE WESTMINSTER COMPREHENSIVE LAND USE PLAN purpose: amending the CLUP to reflect current uses and policy, as amended

A BILL FOR AN ORDINANCE INCREASING THE 2001 BUDGETS OF THE GENERAL, DEBT SERVICE AND GENERAL CAPITAL IMPROVEMENT FUNDS AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2001 ESTIMATED REVENUES IN THESE FUNDS purpose: appropriating funds for unanticipated revenues

A BILL FOR AN ORDINANCE INCREASING THE 2001 BUDGETS OF THE GENERAL FUND AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2001 ESTIMATED REVENUES IN THE FUND purpose: appropriating funds from the Local Law Enforcement Block Grants Program to the Police Departments Patrol budget

A BILL FOR AN ORDINANCE CREATING THE MUNICIPAL OFFENSE OF VIOLATION OF BAIL BOND CONDITIONS purpose: making violations of bail bond conditions a municipal offense

A BILL FOR AN ORDINANCE AMENDING THE SALARY OF THE MUNICIPAL JUDGE purpose: changing salary for the Presiding Judge

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

A BILL FOR AN ORDINANCE AMENDING THE WESTMINSTER MUNICIPAL CODE PERTAINING TO DEDICATION OF LAND FOR PUBLIC SCHOOL SITES

A BILL FOR AN ORDINANCE MAKING APPROPRIATIONS TO PAY THE EXPENSE OF CONTINUING THE PUBLIC BUSINESS FOR THE YEAR 2002 AND OTHER PURPOSES REQUIRED BY THE CHARTER AND BY ANY OTHER LAW

The following Resolutions were adopted:

Resolution No. 63 Making certain findings of fact on the Huron Street right-of-way annexation

Resolution No. 64 Extending pay and benefits to City Employees during military duty in Enduring Freedom operation

At 9:05 P.M. the meeting was adjourned.

By order of the Westminster City Council

Michele Kelley, CMC, City Clerk

Published in the Westminster Window on November 1, 2001