WESTMINSTER

November 28, 2011
7:00 P.M.

CITY COUNCIL AGENDA

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

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

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

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

8. **Consent Agenda**
   A. Financial Report for October 2011
   B. Second City Council Meeting in December Date Change
   C. Street Light Standards Study Consultant Contract
   D. Mower Reservoir Dam Improvements Construction Contract
   E. Alpine Waste and Recycling Cumulative 2011 Purchases over $50,000
   F. Tank-trailer Purchase for Big Dry Creek Wastewater Treatment Plant
   G. 2012 Proposed CDBG and HOME Projects, 2012 Action Plan and Citizen Participation Plan
9. **Appointments and Resignations**
10. **Public Hearings and Other New Business**
    A. Public Hearing re CLUP Amendment, Annexation and Zoning re District 50 -Westminster High School Property
    B. Councillor's Bill No. 37 re CLUP Amendment re Westminster High School Property
    C. Councillor's Bill No. 38 re Annexation of the Westminster High School Property
    D. Councillor's Bill No. 39 re Establishing Zoning to R-1 for the Westminster High School Property
    E. Councillor's Bill No. 40 re 2011 3rd Quarter Budget Supplemental Appropriation
    F. Councillor's Bill No. 41 re IGA with RTD re FasTracks Local Agency Contribution for Northwest Rail Segment
    G. Councillor's Bill No. 42 re IGA with RTD re Westminster FasTracks Station
11. **Old Business and Passage of Ordinances on Second Reading**
12. **Miscellaneous Business and Executive Session**
    A. City Council
13. **Adjournment**

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GENERAL PUBLIC HEARING PROCEDURES ON LAND USE MATTERS

A. The meeting shall be chaired by the Mayor or designated alternate. The hearing shall be conducted to provide for a reasonable opportunity for all interested parties to express themselves, as long as the testimony or evidence being given is reasonably related to the purpose of the public hearing. The Chair has the authority to limit debate to a reasonable length of time to be equal for both positions.

B. Any person wishing to speak other than the applicant will be required to fill out a "Request to Speak or Request to have Name Entered into the Record" form indicating whether they wish to comment during the public hearing or would like to have their name recorded as having an opinion on the public hearing issue. Any person speaking may be questioned by a member of Council or by appropriate members of City Staff.

C. The Chair shall rule upon all disputed matters of procedure, unless, on motion duly made, the Chair is overruled by a majority vote of Councillors present.

D. The ordinary rules of evidence shall not apply, and Council may receive petitions, exhibits and other relevant documents without formal identification or introduction.

E. When the number of persons wishing to speak threatens to unduly prolong the hearing, the Council may establish a time limit upon each speaker.

F. City Staff enters a copy of public notice as published in newspaper; all application documents for the proposed project and a copy of any other written documents that are an appropriate part of the public hearing record;

G. The property owner or representative(s) present slides and describe the nature of the request (maximum of 10 minutes);

H. Staff presents any additional clarification necessary and states the Planning Commission recommendation;

I. All testimony is received from the audience, in support, in opposition or asking questions. All questions will be directed through the Chair who will then direct the appropriate person to respond.

J. Final comments/rebuttal received from property owner;

K. Final comments from City Staff and Staff recommendation.

L. Public hearing is closed.

M. If final action is not to be taken on the same evening as the public hearing, the Chair will advise the audience when the matter will be considered. Councillors not present at the public hearing will be allowed to vote on the matter only if they listen to the tape recording of the public hearing prior to voting.

WESTMINSTER

Strategic Plan

2011-2016
Goals and Objectives

FINANCIALLY SUSTAINABLE CITY GOVERNMENT PROVIDING EXCEPTIONAL SERVICES

- Invest in well-maintained and sustainable city infrastructure and facilities
- Secure and develop long-term water supply
- Focus on core city services and service levels as a mature city with adequate resources
- Maintain sufficient reserves: general fund, utilities funds and self insurance
- Maintain a value driven organization through talent acquisition, retention, development and management
- Institutionalize the core services process in budgeting and decision making
- Maintain and enhance employee morale and confidence in City Council and management
- Invest in tools, training and technology to increase organization productivity and efficiency

STRONG, BALANCED LOCAL ECONOMY

- Maintain/expand healthy retail base, increasing sales tax receipts
- Attract new targeted businesses, focusing on primary employers and higher paying jobs
- Develop business-oriented mixed use development in accordance with Comprehensive Land Use Plan
- Retain and expand current businesses
- Develop multi-modal transportation system that provides access to shopping and employment centers
- Develop a reputation as a great place for small and/or local businesses
- Revitalize Westminster Center Urban Reinvestment Area

SAFE AND SECURE COMMUNITY

- Citizens are safe anywhere in the City
- Public safety departments: well equipped and authorized staffing levels staffed with quality personnel
- Timely response to emergency calls
- Citizens taking responsibility for their own safety and well being
- Manage disaster mitigation, preparedness, response and recovery
- Maintain safe buildings and homes
- Protect residents, homes, and buildings from flooding through an effective stormwater management program

VIBRANT NEIGHBORHOODS IN ONE LIVABLE COMMUNITY

- Develop transit oriented development around commuter rail stations
- Maintain and improve neighborhood infrastructure and housing
- Preserve and restore historic assets
- Have HOAs and residents taking responsibility for neighborhood private infrastructure
- Develop Westminster as a cultural arts community
- Have a range of quality homes for all stages of life (type, price) throughout the City
- Have strong community events and active civic engagement

BEAUTIFUL AND ENVIRONMENTALLY SENSITIVE CITY

- Have energy efficient, environmentally sensitive city operations
- Reduce energy consumption citywide
- Increase and maintain greenspace (parks, open space, etc.) consistent with defined goals
- Preserve vistas and view corridors
- A convenient recycling program for residents and businesses with a high level of participation

Mission statement: We deliver exceptional value and quality of life through SPIRIT.

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE CITY COUNCIL MEETING
HELD ON MONDAY, NOVEMBER 14, 2011, AT 7:30 P.M.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

Mayor Nancy McNally and Councillors Herb Atchison, Bob Briggs, Mark Kaiser, Mary Lindsey, and Scott Major were present at roll call. Mayor Pro Tem Faith Winter was absent and excused. J. Brent McFall, City Manager, Martin McCullough, City Attorney, and Linda Yeager, City Clerk, also were present.

CONSIDERATION OF MINUTES

Councillor Kaiser moved, seconded by Councillor Lindsey, to approve the minutes of the special meetings of November 7, 2011, as presented. The motion carried by a 5:1 margin with Councillor Atchison abstaining because he had not been a City Council member for the majority of the meetings.

CITY MANAGER'S REPORT

Mr. McFall announced that a meeting of the Westminster Economic Development Authority (WEDA) Board of Directors would immediately follow adjournment of this meeting. After the conclusion of the WEDA meeting, City Council would relocate to the Council Board Room and conduct three executive sessions on the following topics: discuss strategy and progress on potential sale, acquisition, trade or exchange of certain City-owned real property and the City's position relative thereto, pursuant to Westminster Municipal Code Section 1-11-3(C)(2) and §24-6-402(4)(a), Colorado Revised Statutes; discuss negotiations and strategy concerning proposed Local Agency Contribution Intergovernmental Agreement with the Regional Transportation District and provide direction and instructions to the City's negotiators, as allowed by Westminster Municipal Code Section 1-11-3(C) and §24-6-402(4)(e), Colorado Revised Statutes; and discuss negotiations and strategy concerning proposed Westminster Station Intergovernmental Agreement and Regional Transportation District and provide direction and instructions to the City's negotiators, as allowed by Westminster Municipal Code Section 1-11-3(C) and §24-6-402(4)(e), Colorado Revised Statutes.

COUNCIL REPORTS

Councillor Briggs reported that Jefferson County would turn 150 years old on November 18 and a celebration for the public would be held at the Jefferson County Fairgrounds that day. The final Centennial Lecture Series would be on November 19 at the Westminster Presbyterian Church. This lecture's topic was about the community's churches.

In conclusion, Councillor Briggs reported having attended the National League of Cities Annual Conference in Phoenix the prior week. He appreciated the opportunity to attend, learn, and represent the City. Councillors Lindsey and Kaiser and Mayor McNally reported they, too, had attended the conference. Each person described the events, sessions, and activities that had most impressed them. All agreed that this conference was very informative and valuable to them each year, providing an avenue to compare outcomes with elected officials throughout the nation and contemplate ideas and solutions to common problems that had proven successful in other communities. All appreciated being able to attend.

Councillor Atchison reminded everyone that a Pancake Breakfast to benefit the Westminster Public Safety Recognition Foundation would be held on November 19 at Applebee's Neighborhood Pub & Grill. Later that morning the Police and Fire would engage in a Combat Challenge at Mountain Fitness on 120th Avenue. He encouraged everyone to participate.

EMPLOYEE LENGTH OF SERVICE AWARDS

Service awards were presented to City employees in recognition and celebration of their lengthy tenure and contributions to the organization. Councillor Lindsey presented Eric Burns, Tammy Hitchens, Gary Kammerzell, and Larry Williams with certificates and service pins for 20 years of service. Mayor McNally presented checks, certificates and service pins to Jean Bury, Judith Dick, Dave Loseman, and Lisa Walls for 25 years of service. Councillor Kaiser presented Richard Barker with a certificate and service pin for 35 years of service.

OPEN SPACE VOLUNTEERS HONORED

Councillor Briggs presented certificates to Open Space Volunteers Bob Brown, Connie Ryan, and Jess Ryan in recognition of ten years of service to the City. Patti Wright, Open Space Volunteer Coordinator cited examples of the projects these volunteers had worked on and thanked them for their tireless devotion to the City's Open Space parcels.

DIGITAL CITIES SURVEY 2011 AWARD PRESENTED

Councillor Atchison reported that Mayor McNally had been presented this award at the National League of Cities Conference in Phoenix. He was pleased to present the Digital Cities Survey 2011 Award to David Puntenney, Information Technology (IT) Director, who accepted the award on behalf of the IT staff. This was the 9th consecutive year the City had received this award and been ranked in the top ten Cities in the nation for the population category between 75,000 to 125,000 people. The award recognized the success the City had achieved in using Information Technology to streamline operations and deliver quality services to its citizens and customers.

CONSENT AGENDA

The following actions were submitted for Council's consideration on the consent agenda: increase the City's sewer tap fees by $420 on January 1, 2012, to reflect a planned 2012 sewer tap fee increase by the Metro Wastewater Reclamation District; authorize the City Manager to purchase waterworks materials and water pipe from the low bidders, Dana Kepner, HD Supply, and Mountain States Pipe and Supply, in the amount of $351,262 and authorize cumulative 2011 purchases from Dana Kepner Company in an amount not to exceed $215,000, from HD Supply in an amount not to exceed $250,000, and from National Meter in an amount not to exceed $130,000, authorize the City Manager to execute a $229,156 contract with W. L. Contractors, Inc. for traffic signal maintenance for calendar year 2012 with an option for a one-year renewal; authorize the City Manager to execute a $62,962 contract with the low bidder, Blazer Waterproofing, Inc., doing business as Blazer Structures, for the removal and replacement of the sealant at expansion joints on City Hall and the clock tower exterior brick facades and authorize a contingency amount of $6,200 bringing the total amount of the Expansion Joint Replacement Project to $$69,162; authorize the City Manager to execute a $95,959 contract with the low bidder, Paramount Construction, Inc., for the construction of the City Hall Irrigation Improvements project and authorize a 10% contingency of $9,596 for a total construction budget cost of $105,555; and authorize the City Manager to execute a $7,934 amendment to the contract with H. W. Houston Construction, Inc. increasing the amount of the contract to $74,144 from the original contract amount of $66,210 for the stabilization and preservation of the Shoenberg Farm concrete silo.

Councillor Major removed Agenda Items 8B and 8C from the consent agenda for individual consideration.

It was moved by Councillor Major and seconded by Councillor Kaiser to approve the consent agenda as modified to exclude Agenda Items 8B and 8C. The motion carried unanimously.

2011 UTILITY MATERIALS AND WATER PIPE PURCHASE (CONSENT AGENDA ITEM 8B)

It was move by Councillor Major, seconded by Councillor Atchison, to authorize the City Manager to purchase waterworks materials and water pipe from the low bidders, Dana Kepner, HD Supply, and Mountain

States Pipe and Supply, in the amount of $351,262 and authorize cumulative 2011 purchases from Dana Kepner Company in an amount not to exceed $215,000, from HD Supply in an amount not to exceed $250,000, and from National Meter in an amount not to exceed $130,000. The motion carried on a 5:1 margin with Councillor Kaiser abstaining due to a possible conflict of interest.

2012 TRAFFIC SIGNAL MAINTENANCE CONTRACT (CONSENT AGENDA ITEM 8C)

It was moved by Councillor Major, seconded by Councillor Atchison, to authorize the City Manager to execute a $229,156 contract with W. L. Contractors, Inc. for traffic signal maintenance for calendar year 2012 with an option for a one-year renewal. The motion carried on a 5:1 margin with Councillor Kaiser abstaining due to a possible conflict of interest.

ADJOURNMENT

There being no further business to come before the City Council, and the meeting adjourned at 7:39 P.M.

ATTEST:

_____
Mayor

_____
City Clerk

WESTMINSTER

Agenda Item 8 A

Agenda Memorandum

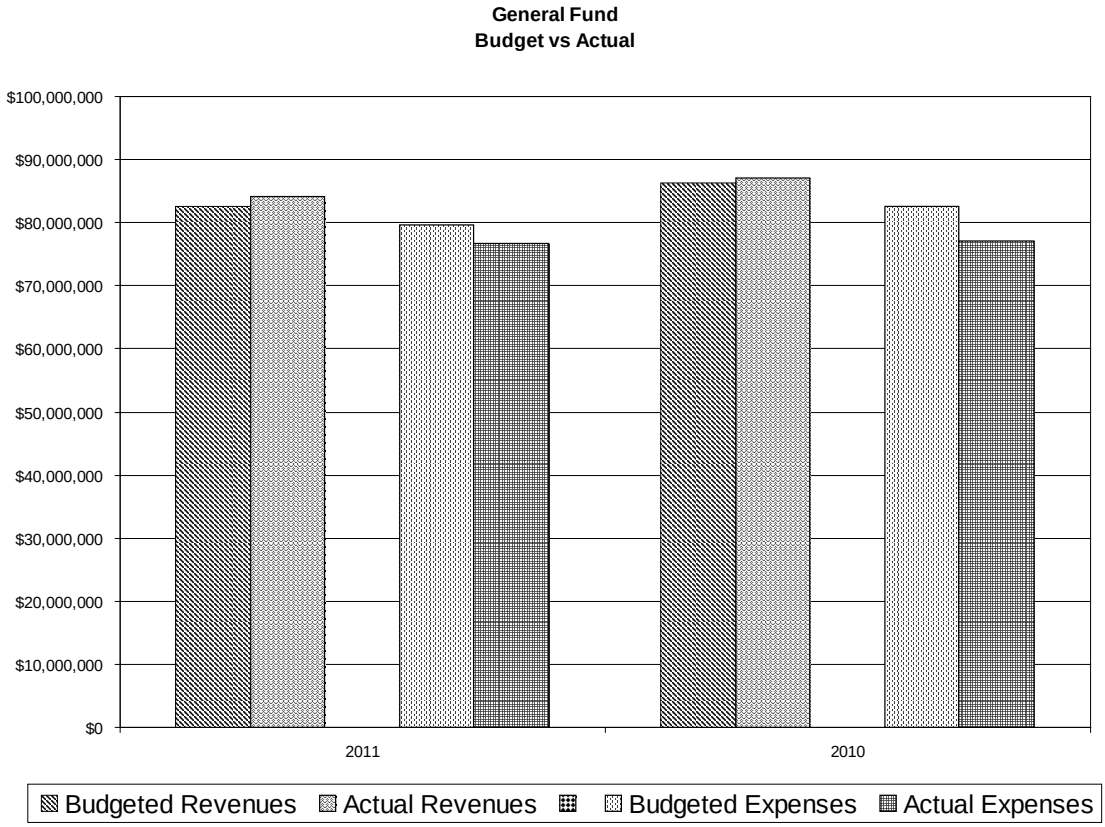
City Council Meeting
November 28, 2011

SUBJECT: Financial Report for October 2011
Prepared By: Tammy Hitchens, Finance Director

Recommended City Council Action
Accept the Financial Report for October as presented.

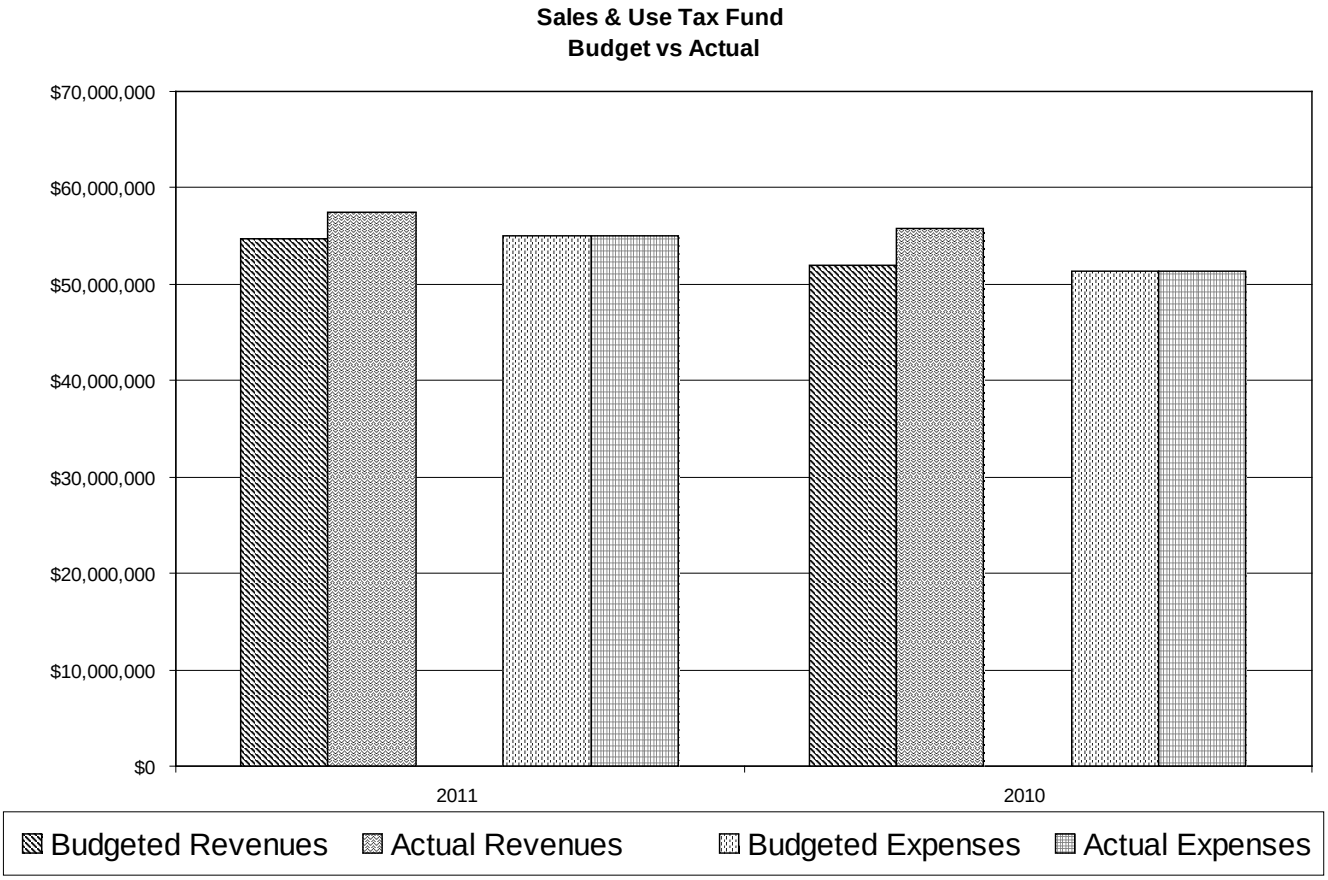
Summary Statement
City Council is requested to review and accept the attached monthly financial statement. The Shopping Center Report is also attached. Unless otherwise indicated, "budget" refers to the pro-rated budget. Revenues also include carryover where applicable. The revenues are pro-rated based on 10-year historical averages. Expenses are also pro-rated based on 9-year historical averages.

The General Fund revenues and carryover exceed expenditures by $7,392,426. The following graph represents Budget vs. Actual for 2010-2011.

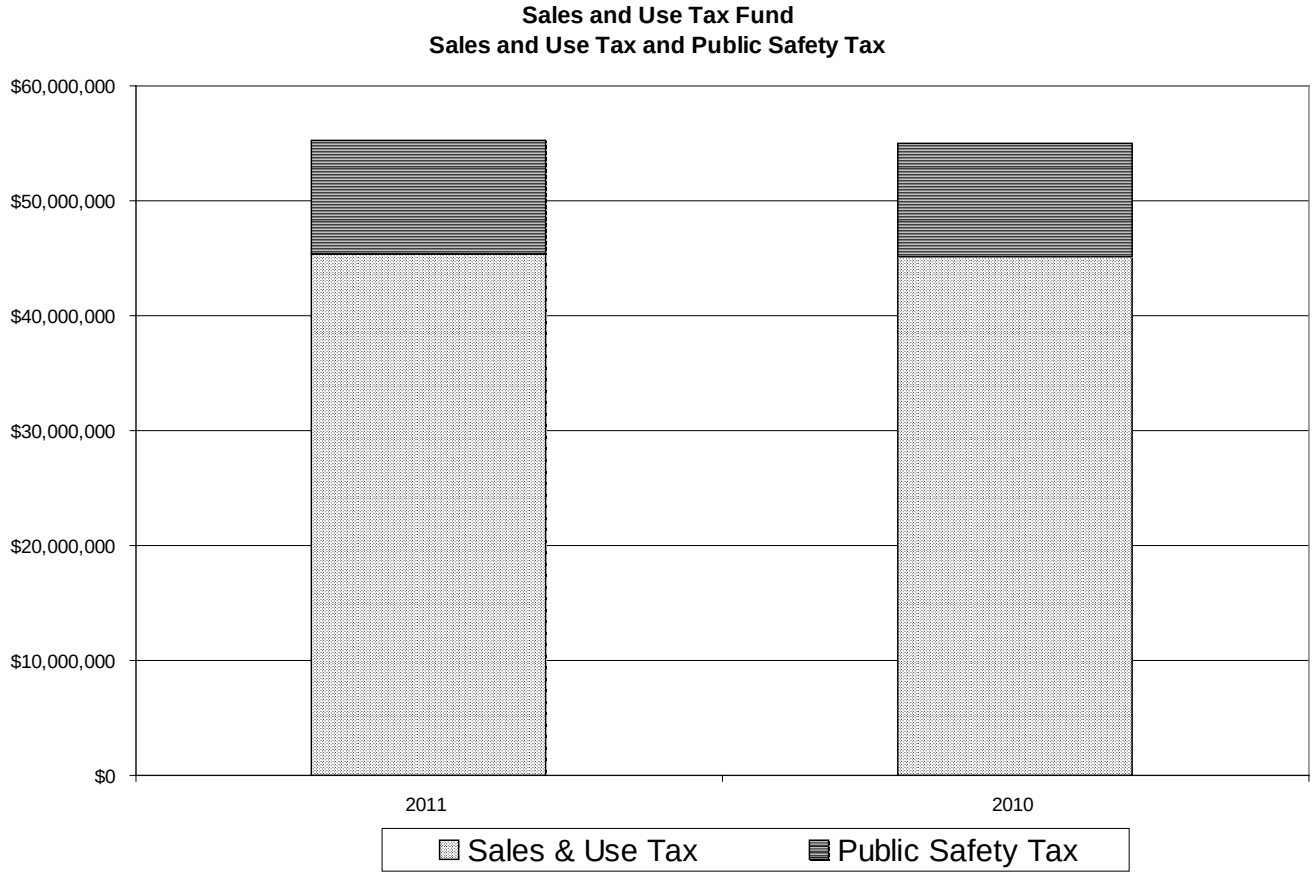


The Sales and Use Tax Fund revenues and carryover exceed expenditures by $2,370,176. On a year-to-date cash basis, total sales and use tax is up 0.8% from 2010. Key components are listed below:

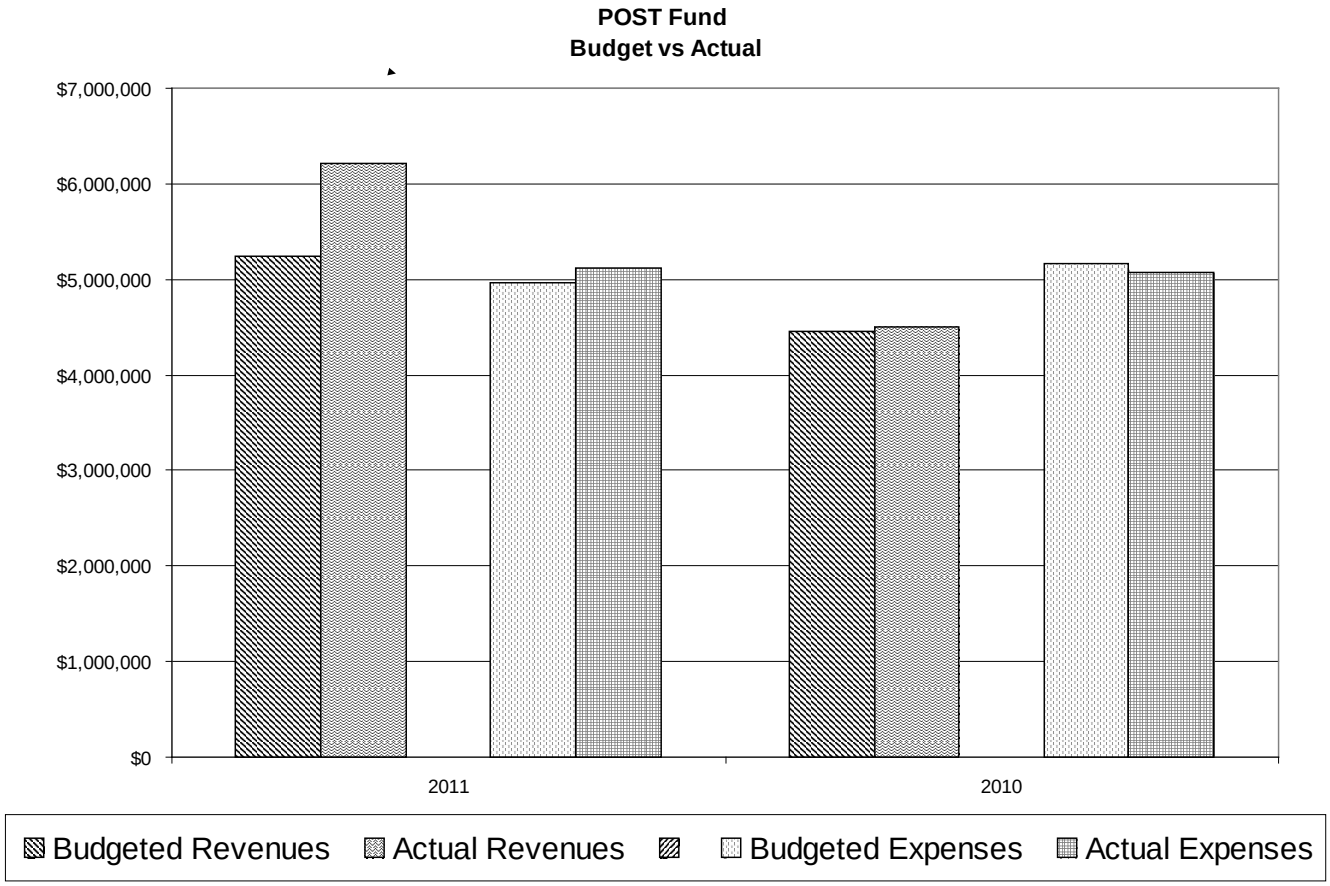
- On a year-to-date basis, across the top 25 shopping centers, total sales and use tax receipts are down 1.0% from the prior year.
- Sales tax receipts from the top 50 Sales Taxpayers, representing about 59.0% of all collections, are up 6.7% for the month.
- Urban renewal areas make up 41.1% of gross sales tax collections. After urban renewal area and economic development assistance adjustments, 81.0% of this money is being retained for General Fund use.



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



The Parks Open Space and Trails Fund revenues exceed expenditures by $1,086,402.

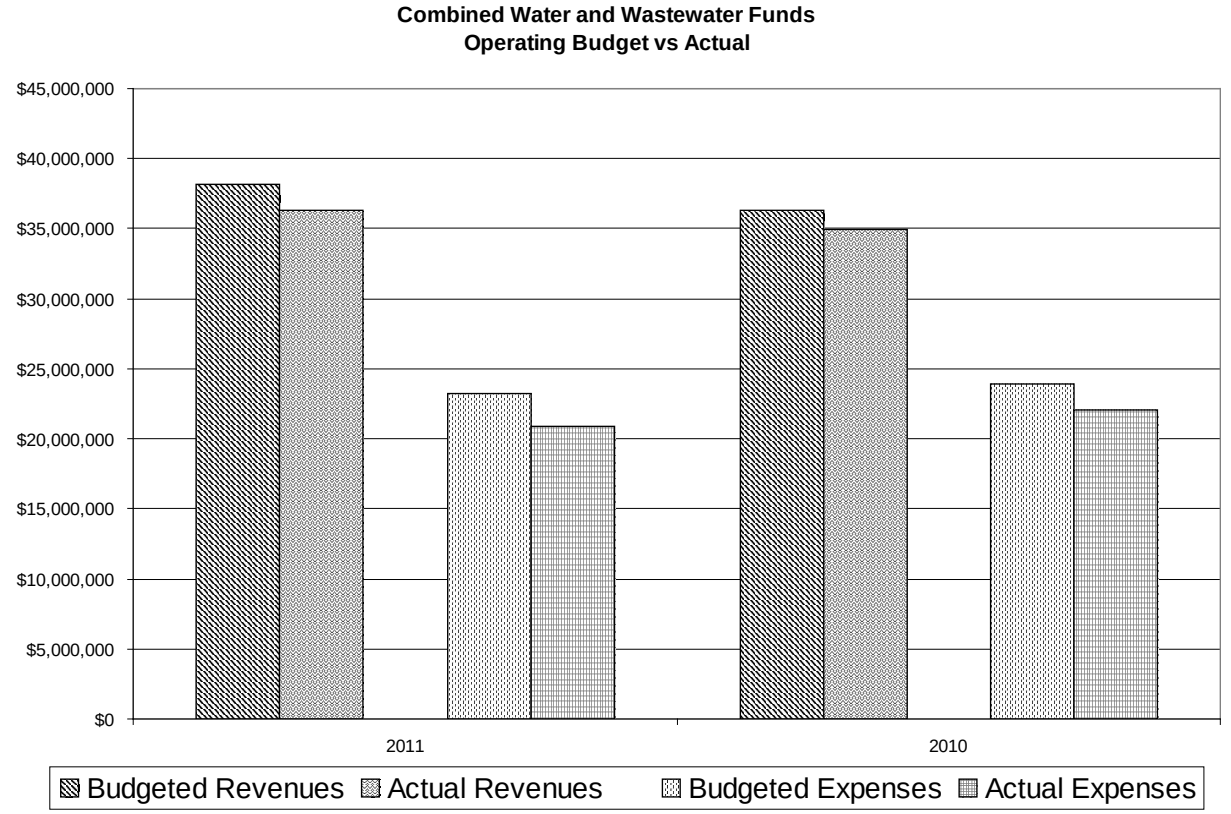


The increase in revenue in 2011 compared to 2010 is due to intergovernmental receipts and the timing of a transfer payment from the General Capital Improvement Fund for reimbursement of prior year right of way purchases, which in 2010 was not made until December.

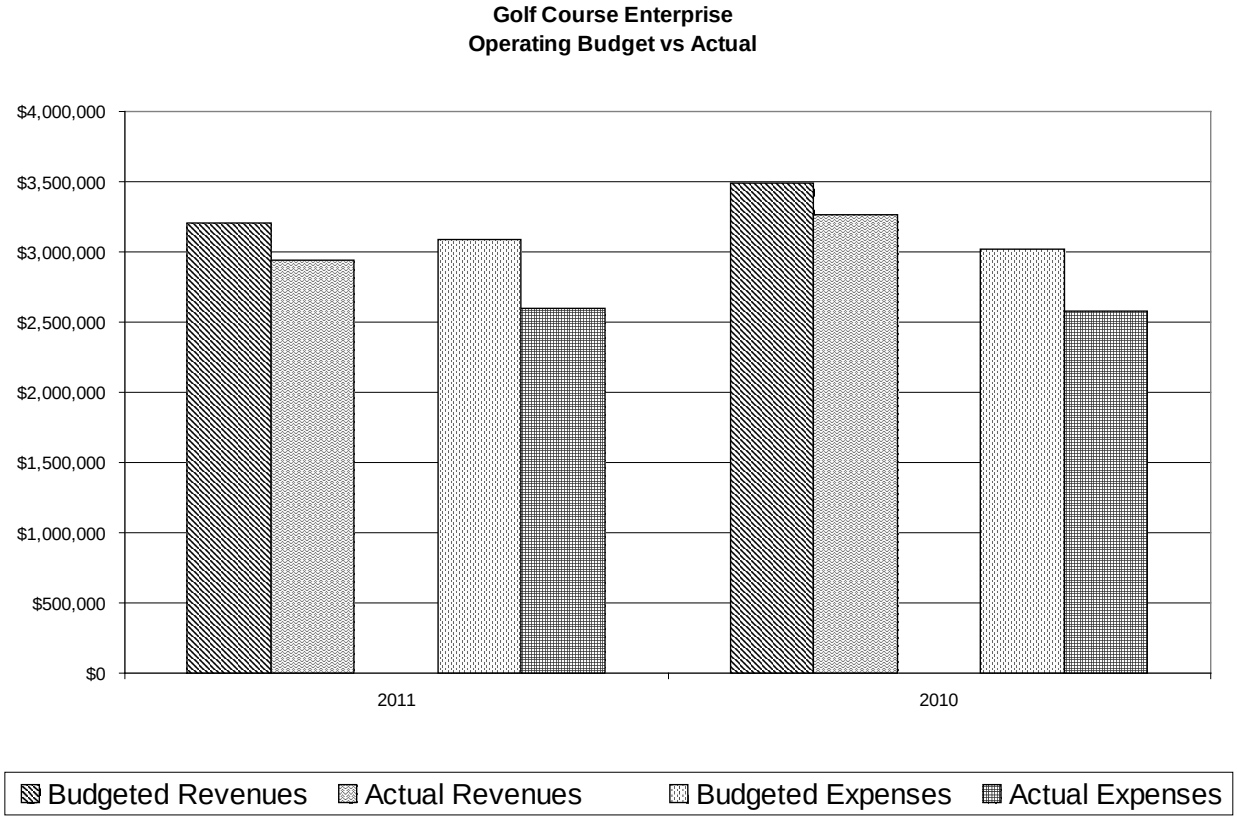
2011 revenues significantly exceed the budget due to receipt of grant reimbursements that were budgeted in the prior year.

Expenditures exceeded budget primarily due to the spend down of anticipated grant funding not yet appropriated. The grant award is expected within the next few months and will be presented to Council for appropriation at that time.

The combined Water & Wastewater Fund revenues and carryover exceed expenses by $18,981,112. Operating revenues exceed operating expenses by $15,490,996. $11,952,000 is budgeted for capital projects and reserves.



The combined Golf Course Fund revenues exceed expenses by $345,579.



Policy Issue

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

Alternative

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

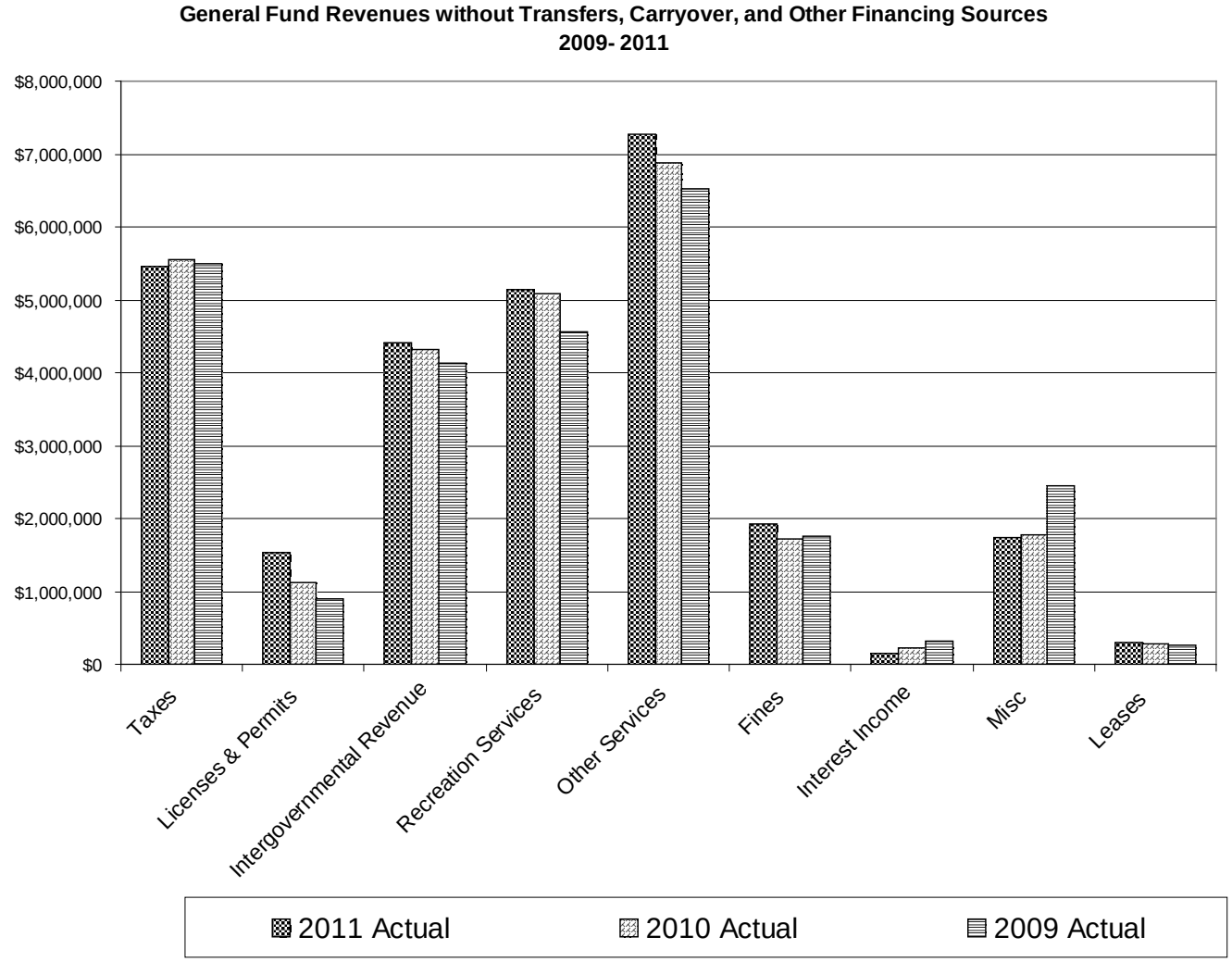
Background Information

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

General Fund

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

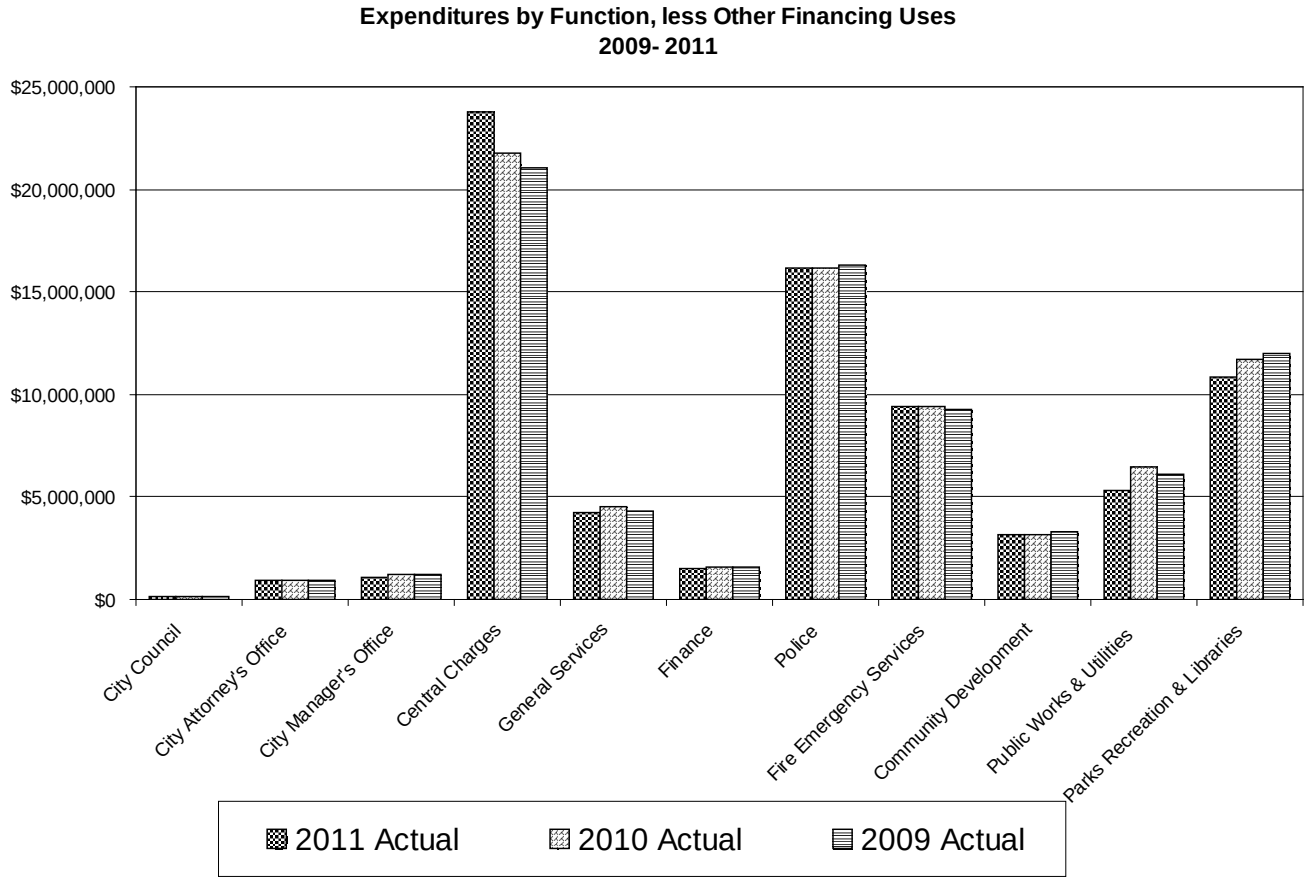
The following chart represents the trend in actual revenues from 2009-2011 year-to-date.



Significant differences between years in General Fund revenue categories are explained as follows:

- Other revenue is up primarily due to an increase in off-duty service and franchise fees.
- License and Permits is up primarily due to Jefferson County commercial and Adams County residential building permit revenue.

The following chart identifies where the City is focusing its resources. The chart shows year-to-date spending for 2009 –2011.



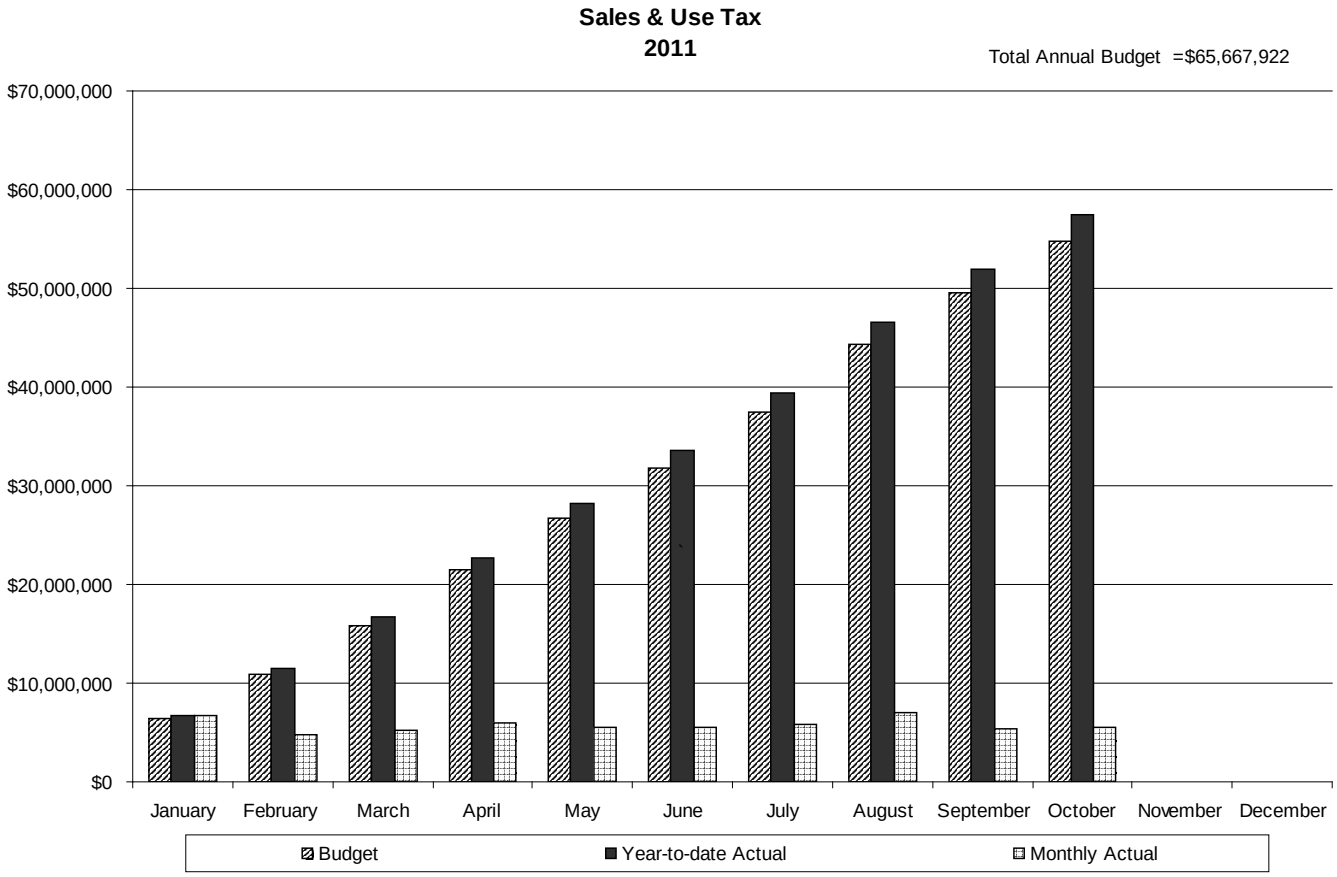
Significant differences between years in General Fund expenditure categories are explained as follows:

- 2011 Central Charges reflects a one time transfer of $4 million of carryover to WEDA for the purchase of the Westminster Mall.

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

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

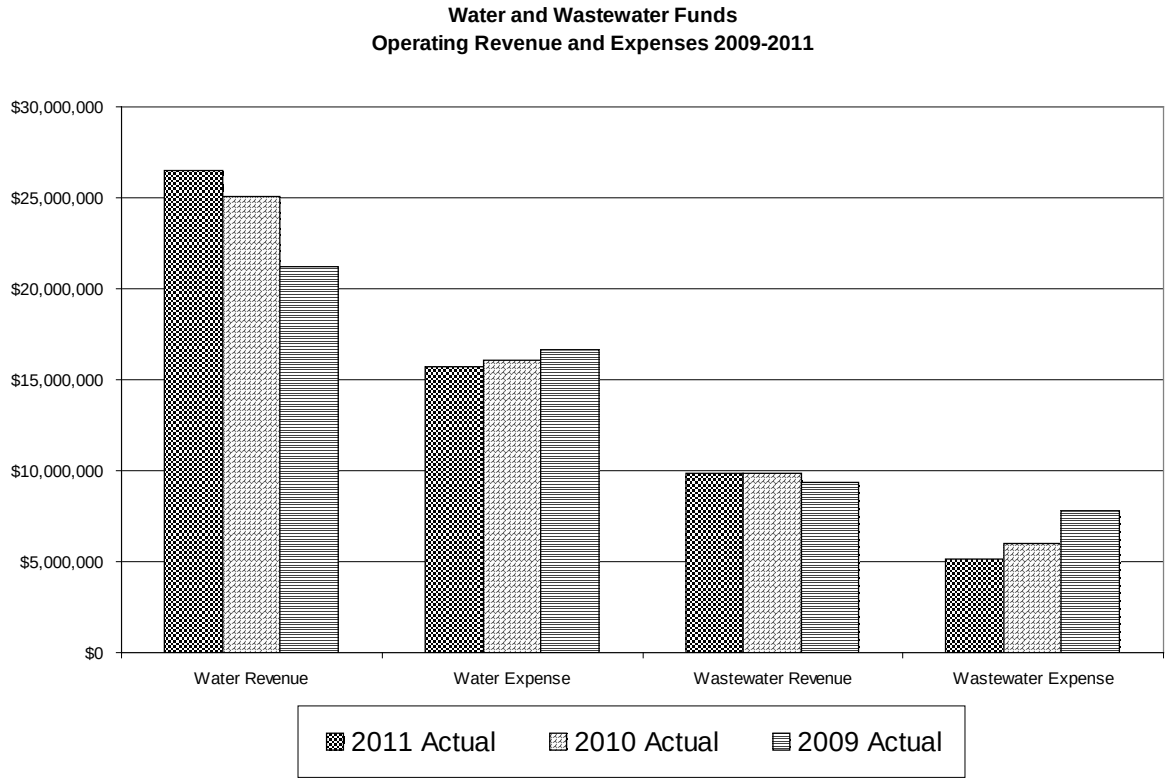
This chart indicates how the City's Sales and Use Tax revenues are being collected on a monthly basis. This chart does not include Parks, Open Space, and Trails Sales & Use Tax.



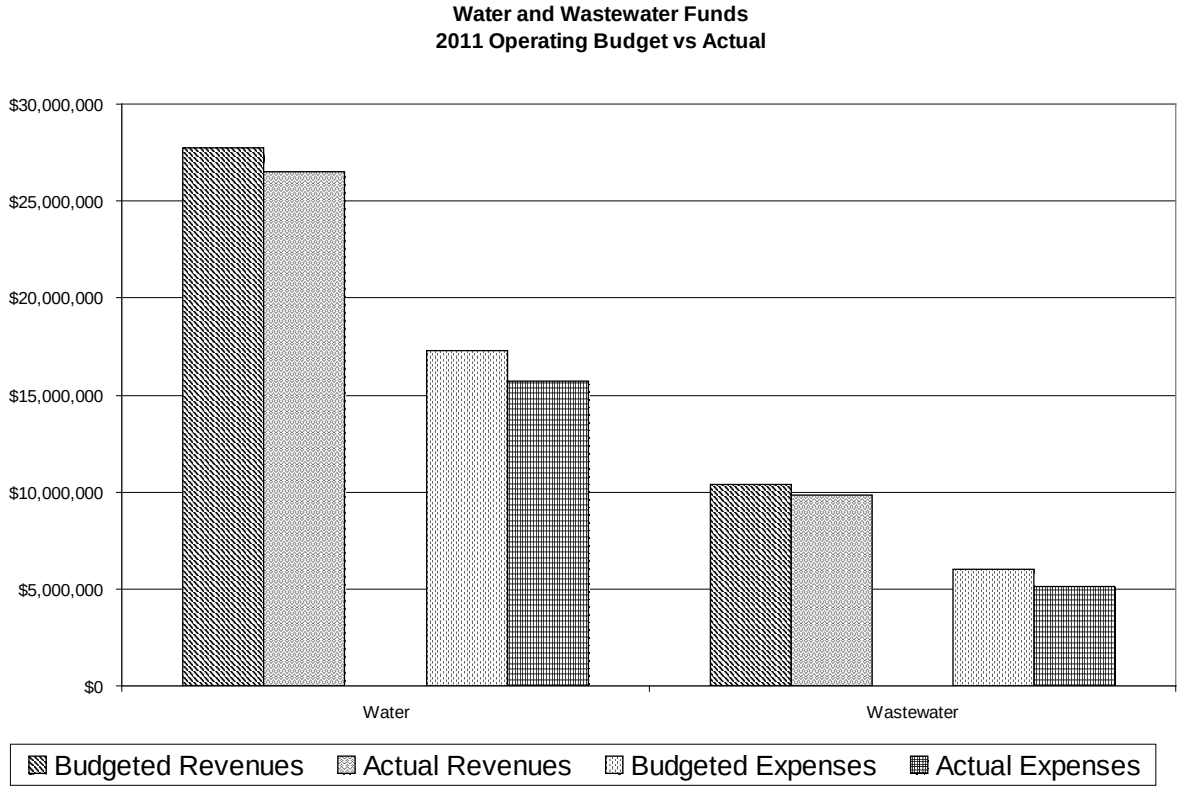
Water, Wastewater and Storm Water Drainage Funds (The Utility Enterprise)

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

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

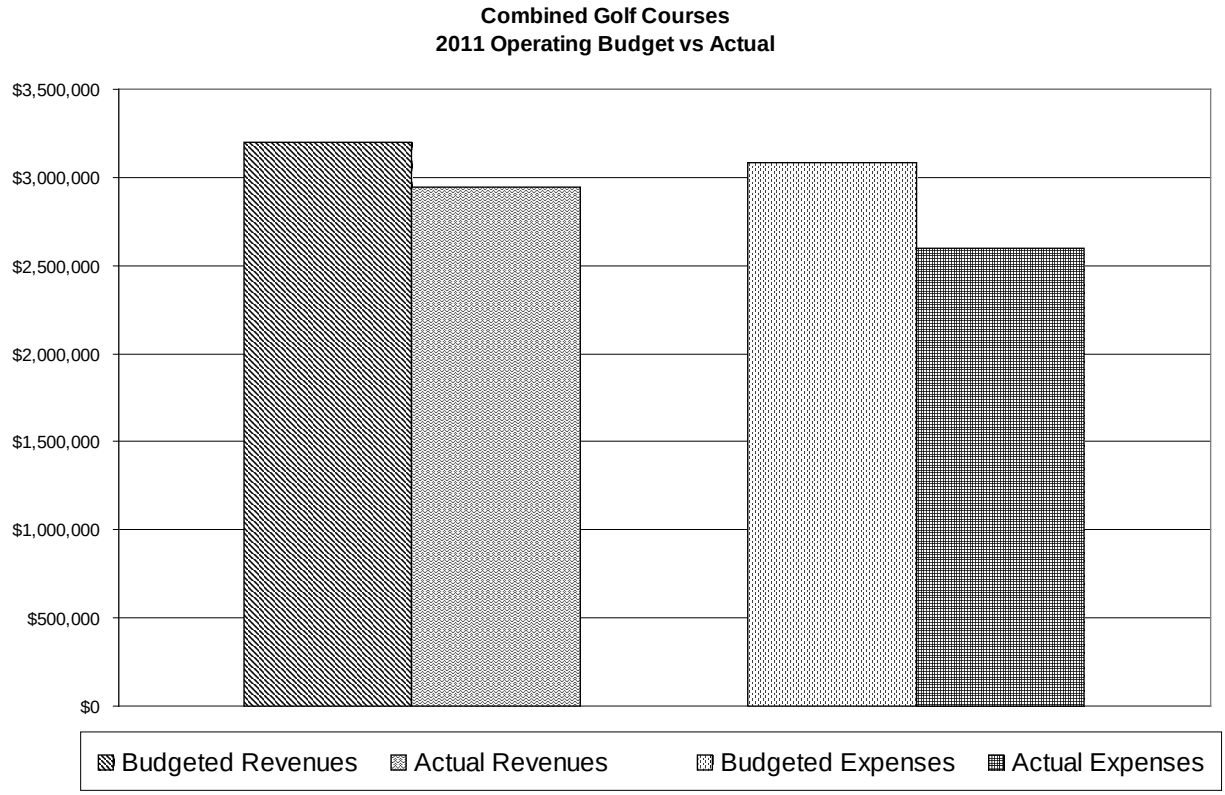


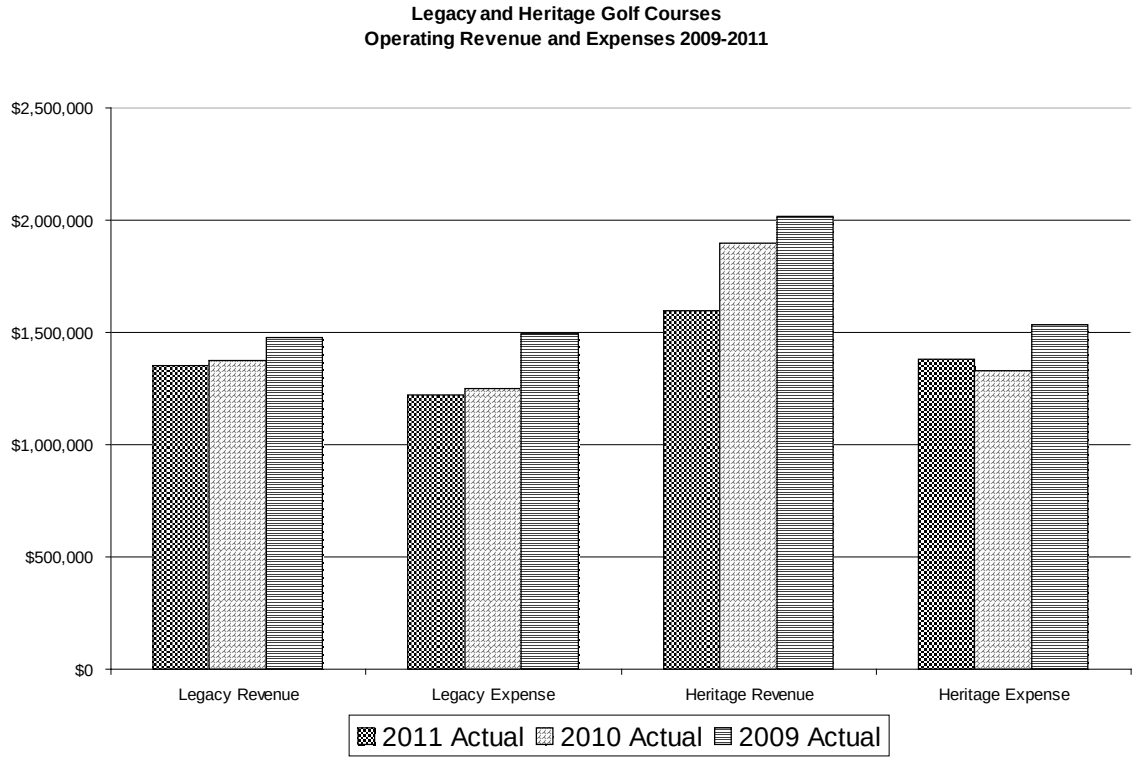
The Water Fund revenue variance between years is due to the effect of climatic variations on water consumption as well as changes in billing rates.



Golf Course Enterprise (Legacy and Heritage Golf Courses)

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

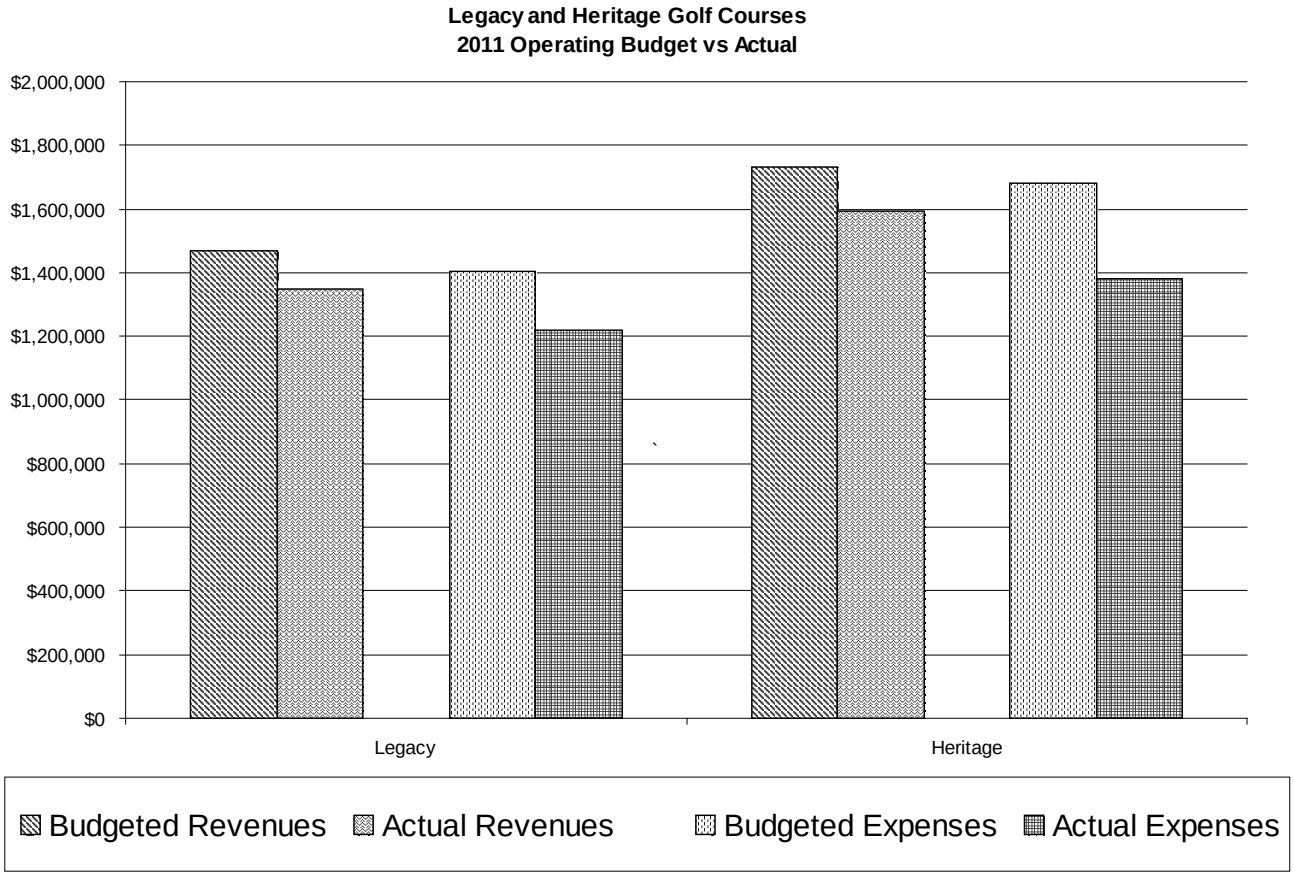




Capital lease financing in 2009 accounts for the variances between years in revenues and expenditures for both courses.

Heritage revenue is down from prior years due to a significant decrease in budgeted transfers.

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



This financial report supports City Council's Strategic Plan Goal of Financially Sustainable City Government Providing Exceptional Services by communicating timely information on the results of City operations and to assist with critical decision making.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments:

- Financial Statements
- Shopping Center Report

City of Westminster
Financial Report
For Ten Months Ending October 31, 2011

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
General Fund						
Revenues and Carryover						
Taxes	5,631,761	5,439,750		5,455,743	15,993	100.3%
Licenses & Permits	1,336,000	1,129,464		1,534,619	405,155	135.9%
Intergovernmental Revenue	4,913,842	3,811,149	(1)	4,417,120	605,971	115.9%
Charges for Services						
Recreation Services	6,232,983	4,921,094		5,138,235	217,141	104.4%
Other Services	9,458,827	7,109,817		7,262,865	153,048	102.2%
Fines	2,334,000	1,982,867		1,928,336	(54,531)	97.2%
Interest Income	292,900	207,611		156,568	(51,043)	75.4%
Miscellaneous	1,792,458	1,472,568	(2)	1,747,180	274,612	118.6%
Leases	369,181	300,706		300,706	0	100.0%
Interfund Transfers	62,335,994	52,113,328		52,113,328	0	100.0%
Sub-total Revenues	94,697,946	78,488,354		80,054,700	1,566,346	102.0%
Carryover	6,742,912	4,000,000		4,000,000	0	100.0%
Total Revenues and Carryover	101,440,858	82,488,354		84,054,700	1,566,346	101.9%
Expenditures						
City Council	240,119	193,341		146,026	(47,315)	75.5%
City Attorney's Office	1,166,119	937,356		965,145	27,789	103.0%
City Manager's Office	1,441,705	1,157,430		1,092,389	(65,041)	94.4%
Central Charges	33,600,838	24,065,471		23,770,233	(295,238)	98.8%
General Services	5,691,531	4,494,295		4,258,085	(236,210)	94.7%
Finance	1,957,482	1,578,446		1,518,542	(59,904)	96.2%
Police	20,021,429	16,315,277		16,156,387	(158,890)	99.0%
Fire Emergency Services	11,542,732	9,317,470		9,382,861	65,391	100.7%
Community Development	4,033,000	3,243,809		3,193,576	(50,233)	98.5%
Public Works & Utilities	7,560,378	6,260,204		5,333,556	(926,648)	85.2%
Parks, Recreation & Libraries	14,185,525	12,071,128		10,845,474	(1,225,654)	89.8%
Total Expenditures	101,440,858	79,634,227		76,662,274	(2,971,953)	96.3%
Revenues Over(Under) Expenditures	0	2,854,127		7,392,426	4,538,299	

(1)Budget variance reflects Highway Users Tax and State grant revenue
(2)Budget variance reflects a significant reimbursement typically received later in the year

City of Westminster
Financial Report
For Ten Months Ending October 31, 2011

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Sales and Use Tax Fund						
Revenues and Carryover						
Sales Tax						
Sales Tax Returns	43,674,740	36,249,809		37,615,877	1,366,068	103.8%
Sales Tx Audit Revenues	714,000	594,762		571,941	(22,821)	96.2%
S-T Rev. STX	44,388,740	36,844,571		38,187,818	1,343,247	103.6%
Use Tax						
Use Tax Returns	6,647,234	5,356,041		6,703,002	1,346,961	125.1%
Use Tax Audit Revenues	785,000	653,905		553,191	(100,714)	84.6%
S-T Rev. UTX	7,432,234	6,009,946		7,256,193	1,246,247	120.7%
Total STX and UTX	51,820,974	42,854,517		45,444,011	2,589,494	106.0%
Public Safety Tax						
PST Tax Returns	11,374,614	9,515,765		9,646,712	130,947	101.4%
PST Audit Revenues	305,500	254,482		224,940	(29,542)	88.4%
Total Rev. PST	11,680,114	9,770,247		9,871,652	101,405	101.0%
Interest Income	122,000	101,667		73,753	(27,914)	72.5%
Interfund Transfers	203,000	169,167		169,167	0	100.0%
Carryover	1,841,834	1,841,834		1,841,834	0	100.0%
Total Revenues and Carryover	65,667,922	54,737,432		57,400,417	2,662,985	104.9%
Expenditures						
Central Charges	65,667,922	55,030,241		55,030,241	0	100.0%
Revenues Over(Under) Expenditures	0	(292,809)		2,370,176	2,662,985	

City of Westminster
Financial Report
For Ten Months Ending October 31, 2011

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
POST Fund						
Revenues						
Sales & Use Tax	4,929,147	4,132,194		4,112,132	(20,062)	99.5%
Intergovernmental Revenue	852,229	771,000	(1)	1,827,378	1,056,378	237.0%
Interest Income	45,000	37,500		4,357	(33,143)	11.6%
Miscellaneous	92,337	76,948		40,741	(36,207)	52.9%
Interfund Transfers	230,000	227,500		227,500	0	100.0%
Total Revenues	6,148,713	5,245,142		6,212,108	966,966	118.4%
Expenditures						
Central Charges	5,820,477	4,723,266		4,952,256	228,990	104.8%
Park Services	328,236	246,531		173,450	(73,081)	70.4%
	6,148,713	4,969,797		5,125,706	155,909	103.1%
Revenues Over(Under) Expenditures	0	275,345		1,086,402	811,057	

(1) Budget variance reflects receipt of grant revenues appropriated in a prior year

City of Westminster
Financial Report
For Ten Months Ending October 31, 2011

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Water and Wastewater Funds - Combined						
Operating Revenues						
License & Permits	75,000	62,500		86,040	23,540	137.7%
Intergovernmental Revenue	0	0	(1)	258,630	258,630	
Rates and Charges	43,593,344	37,764,297		35,880,391	(1,883,906)	95.0%
Miscellaneous	425,000	354,166		134,244	(219,922)	37.9%
Total Operating Revenues	44,093,344	38,180,963		36,359,305	(1,821,658)	95.2%
Operating Expenses						
Central Charges	5,947,788	4,956,491		4,860,023	(96,468)	98.1%
Finance	658,269	528,590		492,756	(35,834)	93.2%
Public Works & Utilities	19,854,701	15,477,513		13,430,612	(2,046,901)	86.8%
Parks, Recreation & Libraries	132,272	124,203		79,428	(44,775)	64.0%
Information Technology	2,704,158	2,193,072		2,005,490	(187,582)	91.4%
Total Operating Expenses	29,297,188	23,279,869		20,868,309	(2,411,560)	89.6%
Operating Income (Loss)	14,796,156	14,901,094		15,490,996	589,902	
Other Revenue and Expenses						
Tap Fees	3,700,000	3,234,900		6,456,591	3,221,691	199.6%
Interest Income	1,015,000	845,833		350,229	(495,604)	41.4%
Sale of Assets	0	0		9,230	9,230	
Carryover	3,989,395	3,989,395		3,989,395	0	100.0%
Debt Service	(7,222,079)	(3,089,689)		(3,089,689)	0	100.0%
Reserve Transfer	(4,326,472)	(4,225,640)		(4,225,640)	0	100.0%
Total Other Revenue (Expenses)	(2,844,156)	754,799		3,490,116	2,735,317	
Increase (Decrease) in Net Assets	11,952,000	15,655,893		18,981,112	3,325,219	

(1) Budget variance reflects Build America Bond interest rate subsidy

City of Westminster
Financial Report
For Ten Months Ending October 31, 2011

Description Water Fund	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Operating Revenues						
License & Permits	75,000	62,500		86,040	23,540	137.7%
Intergovernmental Revenue	0	0	(1)	258,630	258,630	
Rates and Charges	31,044,728	27,355,139		26,023,319	(1,331,820)	95.1%
Miscellaneous	415,000	345,833		124,409	(221,424)	36.0%
Total Operating Revenues	31,534,728	27,763,472		26,492,398	(1,271,074)	95.4%
Operating Expenses						
Central Charges	4,204,923	3,504,103		3,435,652	(68,451)	98.0%
Finance	658,269	528,590		492,756	(35,834)	93.2%
Public Works & Utilities	13,973,108	10,945,201		9,717,975	(1,227,226)	88.8%
PR&L Standley Lake	132,272	124,203		79,428	(44,775)	64.0%
Information Technology	2,704,158	2,193,072		2,005,490	(187,582)	91.4%
Total Operating Expenses	21,672,730	17,295,169		15,731,301	(1,563,868)	91.0%
Operating Income (Loss)	9,861,998	10,468,303		10,761,097	292,794	102.8%
Other Revenue and Expenses						
Tap Fees	3,000,000	2,644,200		4,923,939	2,279,739	186.2%
Interest Income	870,000	725,000		246,049	(478,951)	33.9%
Sale of Assets	0	0		9,230	9,230	
Carryover	3,409,305	3,409,305		3,409,305	0	100.0%
Debt Service	(5,717,453)	(2,497,635)		(2,497,635)	0	100.0%
Reserve Transfer	(3,459,850)	(3,423,440)		(3,423,440)	0	100.0%
Total Other Revenues (Expenses)	(1,897,998)	857,430		2,667,448	1,810,018	
Increase (Decrease) in Net Assets	7,964,000	11,325,733		13,428,545	2,102,812	

(1) Budget variance reflects Build America Bond interest rate subsidy

City of Westminster
Financial Report
For Ten Months Ending October 31, 2011

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Wastewater Fund						
Operating Revenues						
Rates and Charges	12,548,616	10,409,158		9,857,072	(552,086)	94.7%
Miscellaneous	10,000	8,333		9,835	1,502	118.0%
Total Operating Revenues	12,558,616	10,417,491		9,866,907	(550,584)	94.7%
Operating Expenses						
Central Charges	1,742,865	1,452,388		1,424,371	(28,017)	98.1%
Public Works & Utilities	5,881,593	4,532,312		3,712,637	(819,675)	81.9%
Total Operating Expenses	7,624,458	5,984,700		5,137,008	(847,692)	85.8%
Operating Income (Loss)	4,934,158	4,432,791		4,729,899	297,108	106.7%
Other Revenue and Expenses						
Tap Fees	700,000	590,700		1,532,652	941,952	259.5%
Interest Income	145,000	120,833		104,180	(16,653)	86.2%
Carryover	580,090	580,090		580,090	0	100.0%
Debt Service	(1,504,626)	(592,054)		(592,054)	0	100.0%
Reserve Transfer	(866,622)	(802,200)		(802,200)	0	100.0%
Total Other Revenues (Expenses)	(946,158)	(102,631)		822,668	925,299	
Increase (Decrease) in Net Assets	3,988,000	4,330,160		5,552,567	1,222,407	

City of Westminster
Financial Report
For Ten Months Ending October 31, 2011

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Storm Drainage Fund						
Revenues						
Charges for Services	2,047,000	1,705,833		1,651,208	(54,625)	96.8%
Interest Income	81,000	67,500		44,212	(23,288)	65.5%
Miscellaneous	0	0		429	429	
Carryover	25,454	25,454		25,454	0	100.0%
Total Revenues	2,153,454	1,798,787		1,721,303	(77,484)	95.7%
Expenses						
General Services	92,000	68,448		68,055	(393)	99.4%
Community Development	161,000	132,825		129,987	(2,838)	97.9%
PR&L Park Services	200,000	119,600		118,247	(1,353)	98.9%
Public Works & Utilities	323,000	240,635		197,121	(43,514)	81.9%
Total Expenses	776,000	561,508		513,410	(48,098)	91.4%
Increase (Decrease) in Net Assets	1,377,454	1,237,279		1,207,893	(29,386)	

City of Westminster
Financial Report
For Ten Months Ending October 31, 2011

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Golf Course Funds - Combined						
Revenues						
Charges for Services	2,949,625	2,797,490		2,540,929	(256,561)	90.8%
Interfund Transfers	485,794	404,828		404,828	0	100.0%
Total Revenues	3,435,419	3,202,318		2,945,757	(256,561)	92.0%
Expenses						
Central Charges	239,008	200,486		159,855	(40,631)	79.7%
Recreation Facilities	3,196,411	2,883,524		2,440,323	(443,201)	84.6%
Total Expenses	3,435,419	3,084,010		2,600,178	(483,832)	84.3%
Increase (Decrease) in Net Assets	0	118,308		345,579	227,271	

City of Westminster
Financial Report
For Ten Months Ending October 31, 2011

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Legacy Ridge Fund						
Revenues						
Charges for Services	1,551,299	1,469,080		1,350,762	(118,318)	91.9%
Total Revenues	1,551,299	1,469,080		1,350,762	(118,318)	91.9%
Expenses						
Central Charges	130,269	108,384		90,569	(17,815)	83.6%
Recreation Facilities	1,421,030	1,294,558		1,129,823	(164,735)	87.3%
Total Expenses	1,551,299	1,402,942		1,220,392	(182,550)	87.0%
Increase (Decrease) in Net Assets	0	66,138		130,370	64,232	

City of Westminster
Financial Report
For Ten Months Ending October 31, 2011

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Heritage at Westmoor Fund						
Revenues						
Charges for Services	1,398,326	1,328,410		1,190,167	(138,243)	89.6%
Interfund Transfers	485,794	404,828		404,828	0	100.0%
Total Revenues	1,884,120	1,733,238		1,594,995	(138,243)	92.0%
Expenses						
Central Charges	108,739	92,102		69,286	(22,816)	75.2%
Recreation Facilities	1,775,381	1,588,966		1,310,500	(278,466)	82.5%
Total Expenses	1,884,120	1,681,068		1,379,786	(301,282)	82.1%
Increase (Decrease) in Net Assets	0	52,170		215,209	163,039	

CITY OF WESTMINSTER
GENERAL RECEIPTS BY CENTER
MONTH OF OCTOBER 2011

Center Location Major Tenant	Current Month General Sales	Current Month General Use	Current Month Total	Last Year General Sales	Last Year General Use	Last Year Total	%Change Sales	%Change Use	%Change Total
THE ORCHARD 144TH & I-25 JC PENNEY/MACY'S	355,624	8,046	363,671	317,503	16,415	333,918	12	-51	9
WESTFIELD SHOPPING CENTER NW CORNER 92ND & SHER WALMART 92ND	320,388	947	321,335	305,762	635	306,397	5	49	5
SHOPS AT WALNUT CREEK 104TH & REED TARGET	233,076	1,687	234,763	220,446	1,279	221,725	6	32	6
NORTHWEST PLAZA SW CORNER 92 & HARLAN COSTCO	189,315	360	189,675	171,844	534	172,378	10	-33	10
SHOENBERG CENTER SW CORNER 72ND & SHERIDAN WALMART 72ND	177,915	398	178,313	167,934	687	168,621	6	-42	6
BROOKHILL I & II N SIDE 88TH OTIS TO WADS HOME DEPOT	165,870	959	166,829	268,621	81,623	350,244	-38	-99	-52
SHERIDAN CROSSING SE CORNER 120TH & SHER KOHL'S	161,644	1,988	163,632	160,166	1,768	161,934	1	12	1
INTERCHANGE BUSINESS CENTER SW CORNER 136TH & I-25 WALMART 136TH	145,358	649	146,008	147,165	708	147,872	-1	-8	-1
PROMENADE SOUTH/NORTH S/N SIDES OF CHURCH RANCH BLVD SHANE/AMC	110,667	13,561	124,228	101,910	22,504	124,413	9	-40	0
CITY CENTER MARKETPLACE NE CORNER 92ND & SHERIDAN BARNES & NOBLE	114,853	861	115,714	111,332	1,449	112,781	3	-41	3
NORTH PARK PLAZA SW CORNER 104TH & FEDERAL KING SOOPERS	102,148	1,986	104,134	97,695	875	98,570	5	127	6
WESTMOOR NW OF 108TH AND WADSWORTH GE ACCESS	5,450	90,810	96,260	5,149	85,526	90,675	6	6	6
WESTMINSTER MALL 88TH & SHERIDAN 2 DEPARTMENT STORES	78,666	1,147	79,814	121,415	892	122,307	-35	29	-35
VILLAGE AT THE MALL S SIDE 88TH DEPEW-HARLAN TOYS 'R US	76,048	433	76,481	79,887	317	80,204	-5	37	-5
STANDLEY SHORES CENTER SW CORNER 100TH & WADS KING SOOPERS	71,769	326	72,095	73,689	945	74,635	-3	-66	-3

GENERAL RECEIPTS BY CENTER
MONTH OF OCTOBER 2011

Center Location Major Tenant	Current Month General Sales	Current Month General Use	Current Month Total	Last Year General Sales	Last Year General Use	Last Year Total	%Change Sales	%Change Use	%Change Total
WESTMINSTER CROSSING 136TH & I-25 LOWE'S	60,386	81	60,468	71,743	109	71,851	-16	-25	-16
ROCKY MOUNTAIN PLAZA SW CORNER 88TH & SHER GUITAR STORE	60,358	99	60,457	63,394	334	63,728	-5	-70	-5
LUCENT/KAISER CORRIDOR 112-120 HURON - FEDERAL LUCENT TECHNOLOGY	24,592	35,007	59,599	3,362	29,892	33,254	631	17	79
WESTMINSTER PLAZA FEDERAL-IRVING 72ND-74TH SAFEWAY	49,694	317	50,011	44,127	679	44,806	13	-53	12
STANDLEY LAKE MARKETPLACE NE CORNER 99TH & WADSWORTH SAFEWAY	45,508	134	45,643	41,477	125	41,602	10	8	10
VILLAGE AT PARK CENTRE NW CORNER 120TH & HURON CB & POTTS	38,784	711	39,495	40,248	424	40,673	-4	68	-3
WILLOW RUN 128TH & ZUNI SAFEWAY	32,762	669	33,431	35,287	153	35,440	-7	338	-6
STANDLEY PLAZA SW CORNER 88TH & WADS WALGREENS	27,471	1,385	28,856	24,765	684	25,448	11	103	13
ELWAY/DOUGLAS CORRIDOR NE CORNER 104TH & FED ELWAY MOTORS	27,541	1,182	28,723	23,803	744	24,548	16	59	17
BROOKHILL IV E SIDE WADS 90TH-92ND MURDOCH'S	25,519	438	25,957	18,215	883	19,098	40	-50	36
	2,701,408	164,182	2,865,590	2,716,940	250,184	2,967,124	-1	-34	-3

GENERAL RECEIPTS BY CENTER
OCTOBER 2011 YEAR-TO-DATE

Center Location Major Tenant	YTD 2011 General Sales	YTD 2011 General Use	YTD 2011 Total	YTD 2010 General Sales	YTD 2010 General Use	YTD 2010 Total	%Change Sales	%Change Use	%Change Total
THE ORCHARD 144TH & I-25 JC PENNEY/MACY'S	3,678,780	154,982	3,833,762	3,279,685	217,902	3,497,587	12	-29	10
WESTFIELD SHOPPING CENTER NW CORNER 92ND & SHER WALMART 92ND	3,358,556	20,485	3,379,041	3,432,837	52,715	3,485,552	-2	-61	-3
SHOPS AT WALNUT CREEK 104TH & REED TARGET	2,280,816	41,237	2,322,054	2,241,166	65,218	2,306,384	2	-37	1
NORTHWEST PLAZA SW CORNER 92 & HARLAN COSTCO	2,147,360	11,306	2,158,666	2,062,060	7,835	2,069,894	4	44	4
SHOENBERG CENTER SW CORNER 72ND & SHERIDAN WALMART 72ND	1,914,229	5,373	1,919,602	1,877,911	4,459	1,882,370	2	20	2
BROOKHILL I & II N SIDE 88TH OTIS TO WADS HOME DEPOT	1,768,237	11,448	1,779,685	1,799,318	96,052	1,895,370	-2	-88	-6
INTERCHANGE BUSINESS CENTER SW CORNER 136TH & I-25 WALMART 136TH	1,599,958	10,457	1,610,415	2,077,985	4,579	2,082,564	-23	128	-23
SHERIDAN CROSSING SE CORNER 120TH & SHER KOHL'S	1,595,119	11,959	1,607,078	1,578,827	7,062	1,585,889	1	69	1
PROMENADE SOUTH/NORTH S/N SIDES OF CHURCH RANCH BLVD SHANE/AMC	1,204,088	248,527	1,452,615	1,146,055	320,842	1,466,897	5	-23	-1
CITY CENTER MARKETPLACE NE CORNER 92ND & SHERIDAN BARNES & NOBLE	1,201,105	7,408	1,208,513	1,155,083	7,819	1,162,903	4	-5	4
WESTMINSTER MALL 88TH & SHERIDAN 2 DEPARTMENT STORES	1,159,426	22,384	1,181,810	1,381,931	11,843	1,393,775	-16	89	-15
NORTH PARK PLAZA SW CORNER 104TH & FEDERAL KING SOOPERS	1,093,456	40,229	1,133,685	1,055,029	4,529	1,059,558	4	788	7
STANDLEY SHORES CENTER SW CORNER 100TH & WADS KING SOOPERS	824,204	7,798	832,002	749,629	4,522	754,151	10	72	10
VILLAGE AT THE MALL S SIDE 88TH DEPEW-HARLAN TOYS 'R US	790,284	3,487	793,771	845,144	2,535	847,679	-6	38	-6
WESTMINSTER CROSSING 136TH & I-25 LOWE'S	635,595	2,472	638,067	678,464	917	679,381	-6	169	-6

GENERAL RECEIPTS BY CENTER
OCTOBER 2011 YEAR-TO-DATE

Center Location Major Tenant	YTD 2011 General Sales	YTD 2011 General Use	YTD 2011 Total	YTD 2010 General Sales	YTD 2010 General Use	YTD 2010 Total	%Change Sales	%Change Use	%Change Total
ROCKY MOUNTAIN PLAZA SW CORNER 88TH & SHER GUITAR STORE	630,299	2,136	632,435	664,790	4,905	669,695	-5	-56	-6
WESTMINSTER PLAZA FEDERAL-IRVING 72ND-74TH SAFEWAY	515,526	3,017	518,543	456,856	13,817	470,672	13	-78	10
STANDLEY LAKE MARKETPLACE NE CORNER 99TH & WADSWORTH SAFEWAY	452,939	1,719	454,658	414,282	2,514	416,796	9	-32	9
VILLAGE AT PARK CENTRE NW CORNER 120TH & HURON CB & POTTS	400,152	7,846	407,997	405,033	3,887	408,920	-1	102	0
WILLOW RUN 128TH & ZUNI SAFEWAY	321,250	3,124	324,374	343,885	4,037	347,923	-7	-23	-7
ELWAY/DOUGLAS CORRIDOR NE CORNER 104TH & FED ELWAY MOTORS	286,937	5,346	292,283	226,930	4,440	231,370	26	20	26
BROOKHILL IV E SIDE WADS 90TH-92ND MURDOCH'S	267,554	13,169	280,724	189,735	36,329	226,064	41	-64	24
NORTHVIEW 92ND AVE YATES TO SHERIDAN SALTGRASS	253,498	2,233	255,731	245,818	1,901	247,719	3	17	3
BOULEVARD SHOPS 94TH & WADSWORTH CORRIDOR AMERICAN FURNITURE WAREHOUSE	251,015	3,546	254,561	230,730	2,050	232,780	9	73	9
RANCHO PLAZA SE CORNER 72ND & FEDERAL RANCHO LIBORIO	243,043	30	243,073	315,117	1,111	316,228	-23	-97	-23
	28,873,427	641,717	29,515,143	28,854,297	883,820	29,738,118	0	-27	-1

WESTMINSTER

Agenda Item 8 B

Agenda Memorandum

City Council Meeting
November 28, 2011

SUBJECT: Second City Council Meeting in December Date Change

Prepared By: Linda Yeager, City Clerk

Recommended City Council Action

Change the date of the second regularly scheduled City Council meeting in December from December 26 to December 19.

Summary Statement

- City Council normally conducts regular meetings on the second and fourth Mondays of each month. This year the fourth Monday of December is the first day after Christmas and a legal holiday. To minimize impact on Councillor's and Staff's ability to travel over the holiday and to insure the best possibility of a quorum, Staff recommends that the meeting normally held on the fourth Monday be rescheduled to the third Monday of December.

- If approved, City Council will conduct a study session on December 5 and regular meetings on December 12 and 19.

Expenditure Required: $0

Source of Funds: N/A

Policy Issue

None identified

Alternative

Council could decide to leave the December 26 regular meeting date unchanged or to move the meeting to a different day of the week.

Background Information

Occasionally, conflicts arise with dates of regularly scheduled Council meetings and the dates of holidays, important civic events, and/or conferences that the City Council traditionally attends, and the Council's schedule of meetings is changed to accommodate the occurrence. The second meeting in December frequently conflicts with the Christmas holiday, and Council has changed the date of that meeting so that the business of the City can be addressed in a timely manner without interfering with the family holiday.

The public is aware that regular Council meetings and study sessions are held on Mondays, thus it makes sense to reschedule meetings to a different Monday of the month when conflicts arise.

Respectfully submitted,

J. Brent McFall
City Manager

WESTMINSTER

Agenda Item 8 C

Agenda Memorandum

City Council Meeting
November 28, 2011

SUBJECT: Street Light Standards Study Consultant Contract

Prepared By: Mike Normandin, Transportation Engineer

Recommended City Council Action

Authorize the City Manager to execute a contract with Clanton & Associates, Inc. in the amount of $60,000 for the preparation of a Street Light Standards Study.

Summary Statement

- The purposes of the study are to develop street lighting spacing standards and review street lighting technology that might be more energy efficient. The study will provide guidance on how to help control the escalating energy and maintenance costs associated with street lighting.

- A Request for Proposals was solicited from three interested consulting firms and was advertised on the City's website. Only one proposal was received from Clanton & Associates, Inc. While it is unfortunate that more firms did not choose to compete for this contract, City staff is very satisfied with the qualifications of Clanton & Associates. Staff also negotiated a fair price for the work, and the $60,000 expense is within the amount that was previously budgeted for this effort.

Expenditure Required: $60,000

Source of Funds: General Capital Improvement Fund – Street Light Study Project

Policy Issue

Should the City move forward with the preparation of a Street Light Standards Study?

Alternative

Continue to use the street lighting standards utilized by Xcel Energy. These standards are very limited and do not adequately address the reduction of energy and maintenance costs that City staff would like to realize. Staff does not recommend this approach and believes that the proposed Street Light Standards Study is an important first step towards reducing the City's maintenance and energy costs for street lighting.

Background Information

The City spends in excess of $2,000,000 annually for energy and maintenance costs for the approximately 7,900 street lights located within the City. Since most street lights are owned by Xcel Energy, the City has very limited control over managing the costs associated with maintenance activities. City staff is interested in identifying potential ways to reduce this expense as well as the energy costs and, thus, recommends that the proposed Street Lighting Standards Study move forward. The proposed study will provide valuable information that will be used to evaluate existing and future conditions and will also provide evaluation tools that will be used to analyze the financial implications.

The proposed scope of work is as follows:

- Evaluation of existing conditions
- Review of current and emerging lighting technologies
- Development of outdoor lighting standards and guidelines
- Development of adaptive lighting guidelines (i.e., automatic dimming capabilities)
- Communication of results with City Council and City Staff

In the short term, City staff will investigate the merit of establishing City ownership for street lighting in new development areas and on capital improvement projects that include street lighting. The new standards would be used to identify the type of lighting that would be installed. These lighting standards would be energy efficient and would be capable of accommodating lower maintenance costs. The proposed study will identify some existing areas to determine if lighting levels are excessive. There may be strategies that will allow for the modification of existing lighting that could result in energy and maintenance savings.

In the long term, the information developed in this study will assist City staff and City Council in evaluating the merit of pursuing the eventual ownership of all of the street lighting in the City. The goal of such an effort would be to substantially decrease the energy and maintenance costs.

Request for proposals were mailed to three local consultant firms who had expressed interest in the project, and seven copies of the request for proposals were downloaded from the bid platform on the City website. Only one proposal was submitted by Clanton and Associates, Inc., and a scope of work was negotiated to coincide with the project budget.

Clanton and Associates, Inc. is very qualified to do the work and has prepared similar studies for several governmental agencies throughout the nation. Clanton and Associates is currently providing lighting design and electrical engineering services for the City's transit oriented development project in south Westminster.

This authorization for the award of a consultant contract to prepare the proposed Street Lighting Standards Study meets Council's Strategic Plan goals of a Financially Sustainable City Government by providing information needed to develop sustainable infrastructure.

Respectfully submitted,

J. Brent McFall
City Manager

WESTMINSTER

Agenda Item 8 D

Agenda Memorandum

City Council Meeting
November 28, 2011

SUBJECT: Mower Reservoir Dam Improvements Construction Contract

Prepared By: Rod Larsen, Open Space Supervisor

Recommended City Council Action

Authorize the City Manager to execute a contract with the low bidder, Western States Reclamation, Inc., in the amount of $67,018 for construction of dam improvements to the Mower Reservoir, plus a 10% contingency of $6,700 for a total project cost of $73,718.

Summary Statement

- During a State of Colorado dam inspection in 2002, Mower Reservoir was found to be insufficient in meeting state safety standards. A fill restriction was ordered by the State, which prevented water from being diverted into the reservoir. Recently, the options of either making dam improvements or breaching the dam were given to Staff by the State of Colorado Division of Water Resources.

- After an evaluation by City Staff, engineering plans were prepared by Deere and Ault Consultants, Inc. to make the necessary dam improvements to meet the state standards. These improvements will also convert Mower Reservoir to a non-jurisdictional dam, which would mean it would no longer be under the state guidelines and inspection program.

- Four qualified construction contractors were given bid packets with one bid being returned. The low bidder, at $67,018, is Western States Reclamation, Inc.

Expenditure Required: $73,718

Source of Funds: Parks, Open Space and Trails (POST) - ($36,859)
Utility Fund Capital Improvement
– Miscellaneous Stormwater Drainage System Improvements ($36,859)

Policy Issue

Should the City proceed with the construction of dam improvements at Mower Reservoir?

Alternative

Abandon the dam improvement project and follow the State of Colorado's directive to breach the dam. This alternative would require additional engineering and construction costs that would be similar to the dam improvement cost totals. Staff does not recommend this alternative as it would eliminate Mower Reservoir from being a vital wildlife and fishery habitat within the City's open space program.

Background Information

Mower Reservoir is part of the Westminster Hills Open Space site and is located directly west of the Brauch Property, which houses the City's Open Space and Forestry Operations. The dam was constructed many years ago by the former owner of the property as a way of storing water for agricultural and recreational uses. The City of Westminster purchased this property in 1998, and soon after that the State of Colorado began inspecting the dam on an annual basis. In 2002, the dam was found to be insufficient to meet state standards and a fill restriction was put on the reservoir, eliminating the possibility of keeping a consistent water level. The required dam improvements consist of grading of the dam crest to a uniform height and the construction of a concrete emergency spillway. Recently, the State issued the ultimatum of either making the dam improvements or having a breach order imposed that the City would be responsible to pay for.

Mower Reservoir once served as a vital fishery and wildlife habitat when there was water in the reservoir. It was a refuge for many different species of migratory birds as well as local raptors, waterfowl, coyotes, and mule deer. The absence of water has diminished its importance to wildlife, and the large grove of cottonwoods that grow along the shoreline has suffered and declined. Once the dam improvements are complete, water can be released again from Woman Creek Reservoir into Mower Reservoir and the site would become a destination point for many animal species as well as humans.

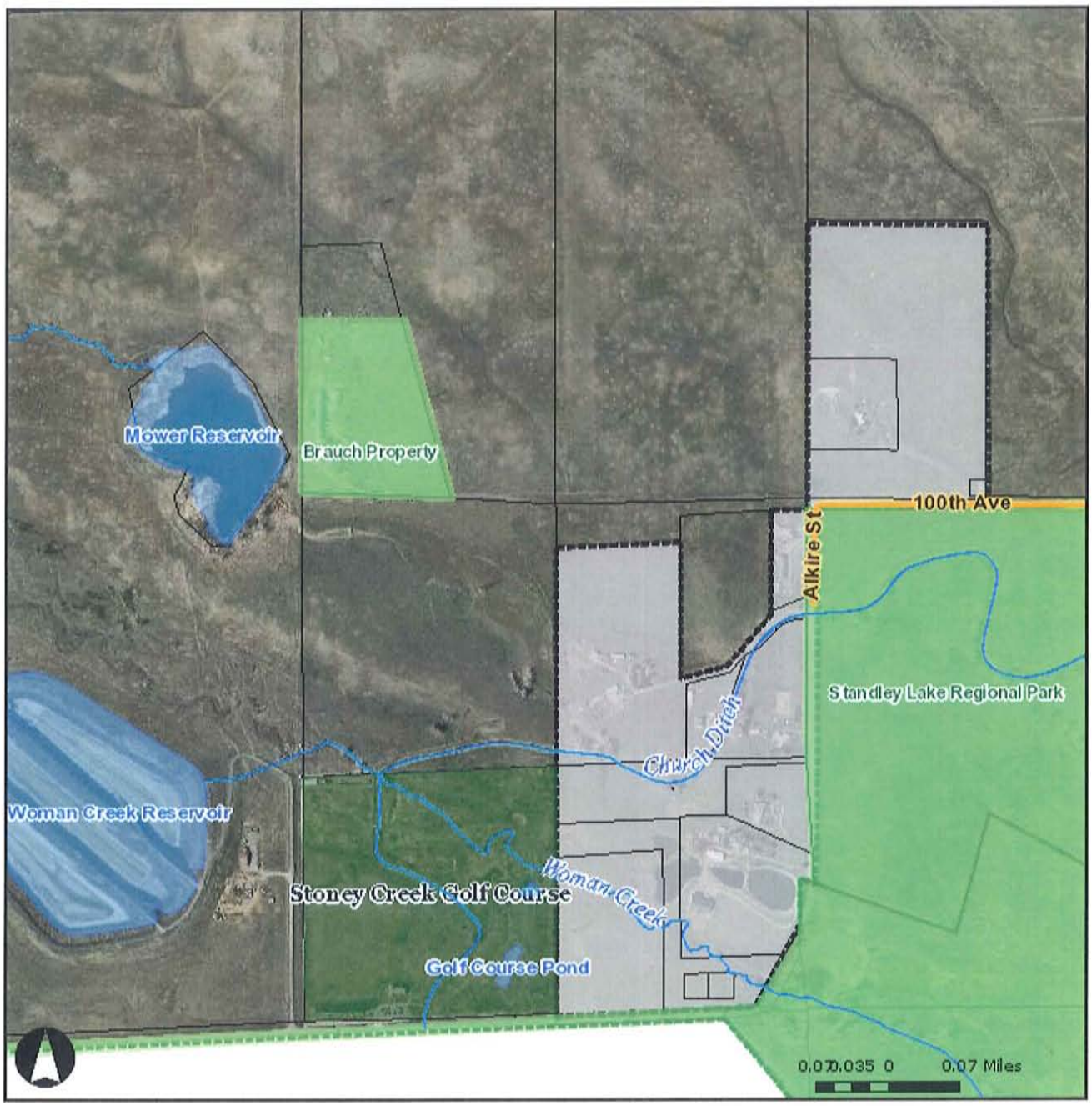
This project meets the City's Strategic Plan Goals of "Safe and Secure Community" and "Beautiful and Environmentally Sensitive City."

Respectfully submitted,

J. Brent McFall
City Manager

Attachment – Vicinity Map

Map



Streams

Golf Courses

Parcels

Water Bodies

Parks

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City of Westminster
4800 W 92nd Avenue
Westminster, CO 80031

WESTMINSTER

Agenda Item 8 E

Agenda Memorandum

City Council Meeting
November 28, 2011

SUBJECT: Alpine Waste and Recycling Cumulative 2011 Purchases over $50,000

Prepared By: Jerry Cinkosky, Facilities Manager

Recommended City Council Action

Based on the report and recommendation of the City Manager, determine that the public interest will be best served by ratifying the purchase of services from Alpine Waste and Recycling and to pay any past invoices not previously authorized with Alpine Waste and Recycling up to a maximum of $54,000.

Summary Statement

- The Westminster Municipal Code requires that all purchases over $50,000 be brought to City Council. Staff has taken a conservative approach in interpreting this requirement; to include transactions where the cumulative total purchases by individual City departments for similar commodities or services from one vendor in a calendar year exceeds $50,000.

- During routine review of Citywide payments to Alpine Waste and Recycling, Staff has identified cumulative expenditures that will exceed $50,000 which requires City Council authorization. As of November 1, 2011, the Finance Department Accounts Payable Division reports that payments to Alpine Waste and Recycling total $43,987.

- Funds were previously appropriated and are available in the 2011 General Fund and Utilities operating budgets for the purchase of solid waste removal and community recycling services.

Expenditure Required: $54,000 **(**Total for 2011)

Source of Funds: General Fund, General Services, Building Operations and Maintenance Budget

Policy Issue
Should Council ratify and approve the cumulative purchases of solid waste removal and recycling services for various departments which total over $50,000 in 2011?

Alternative
Do not approve the purchases as recommended. While it could be argued that each department's transactions represent a separate purchase, City Staff believes that a more conservative and prudent approach is to treat the smaller departmental transactions as a cumulative large purchase for services with Alpine Waste and Recycling which is subject to City Council approval.

Background Information
Through a competitive bid process in May 2008, Alpine Waste and Recycling was awarded a contract in the amount of $44,412 to provide solid waste removal services at all City facilities, along with collection services at four community recycling locations. Community recycling bins are provided at West View Recreation Center, Fire Station # 1, Municipal Court and the Municipal Service Center.

Through the request for proposal (RFP) process, Staff requested pricing based on the size of the collection containers ranging from 96 gallon to 8 cubic yards, the number of City facilities serviced, and the frequency of disposal services. In addition, Staff requested individual pricing for large 30-yard roll off containers to be picked up and disposed of on an on-call basis. Thirty-yard roll off containers are used for a variety of trash or solid waste removal services beyond typical daily facility services. For example, the large roll off containers are used for the City's Adopt-A-Street program, collection of non-recyclable items placed illegally at community recycling locations, grit and for special events such as the Westminster Faire.

Although the costs for waste removal and recycling services by Alpine Waste and Recycling have exceeded the original contract amount, it is important to note that the individual facility and container costs for trash removal services have remained the same since 2008. City Staff's emphasis on increasing recycling efforts in City facilities have actually decreased the frequency and costs associated with solid waste removal at City Hall and the Public Safety Center.

The departmental expenditures that exceed the original contract amount can be attributed to an increase in participation by citizens in the City's community recycling program, resulting in a need to increase the frequency of collection days at a number of community recycling locations. In addition, roll-off container pickup and disposal for the Adopt-A-Street program and non-recyclable items dropped of at the citizen recycling locations, has increased the number of pickups at the Municipal Service Center, Fire Station # 1 and West View Recreation Center from the previous year.

Alpine Waste and Disposal's contract expires at the end of 2011, RFP's for solid waste and recycling services at all City facility locations were sent out on November 14, 2011. In addition, Staff now has available cost data from 2009, 2010 and 2011 solid waste removal and recycling services. Using this data, Staff will be able to draft a "not to exceed" contract to avoid year-end ratification of expenditures.

Staff's recommendation to ratify cumulative purchases exceeding $50,000 and authorizing the additional funding for the remaining solid waste removal and recycling services in 2011 supports City Council's Goals of "Financially Sustainable City Government Providing Exceptional Services" and "Beautiful and Environmentally Sensitive City" by promoting a high level of participation in the City's recycling program with a convenient recycling program for residents.

Respectfully submitted,

J. Brent McFall
City Manager

WESTMINSTER

Agenda Item 8 F

Agenda Memorandum

City Council Meeting
November 28, 2011

SUBJECT: Tank-trailer Purchase for Big Dry Creek Wastewater Treatment Plant

Prepared By: Jeffery H. Bowman, Fleet Manager

Recommended City Council Action

Award the bid for one stainless steel, insulated, deep-drop, tank-trailer for the amount of $68,382, and authorize a 10% contingency amount of $6,838, for a total of $75,220, to Polar Tank Trailer, LLC.

Summary Statement

- City Council action is requested to award one stainless steel, insulated, deep-drop, tank-trailer based on the City of Westminster bid. The replacement of a 1984 Polar tank-trailer was previously approved. The replacement cost, including contingency, is within the amount authorized by City Council in the 2011 Utility Capital Outlay Replacement Fund budget.

- Since the time when the replacement tank-trailer was approved, another tank-trailer that was purchased in 2000 has failed and has had to be permanently taken out of service. City staff is therefore recommending that the 1984 tank-trailer be kept in service and the newer tank-trailer be replaced.

- A contingency is included here because there will be delivery charges for this piece of equipment that will be incurred but are not identified at this time.

Expenditure Required: $75,220

Source of Funds: Utility Capital Replacement Fund

Policy Issue

Should the City approve the use of the City of Westminster bid for the purchase of one stainless steel, insulated, deep-drop, tank-trailer outlined in this agenda memorandum?

Alternative

Reject the City of Westminster bid and instruct Staff to re-bid this trailer. This alternative is not recommended because this formal bid was mailed directly to four vendors that specialize in the construction of tank-trailers.

Background Information

As part of the 2011 Utility Replacement Fund budget, City Council approved the purchase of one insulated, deep-drop, tank-trailer for Public Works and Utilities. The trailer identified for replacement was Unit 9291, a 1984 Polar AMR tank-trailer. Age warranted the replacement. After City Council approved the budget that identified the replacement of 9291, there was a tank failure on another of Big Dry Creek Waste Water Treatment Plant's (BDC WWTP) tank-trailers; Unit 9294. Tank construction material used on all BDC WWTP trailers has been aluminum, with an epoxy coating inside. The epoxy coating is intended to prevent aluminum corrosion by the material being transported. The aluminum tank-trailer, Unit 9294, was purchased in 2000, but was not epoxy lined until 2004, after it was realized some tank degradation had already begun. Without a uniform, perfectly clean surface to line, there was not a guarantee the lining would be impervious to the material being transported. Even with the epoxy coating, the aluminum tank integrity on Unit 9294 was found to be compromised and was taken out of service. Because of this unplanned failure, Unit 9291 will continue service and Unit 9294 is being replaced instead. Further investigation of tank-trailer construction revealed stainless steel to be much less reactive and the appropriate material to construct the new trailer.

Tank-trailers that are designed to be top or bottom loaded are lined with five inches of fiberglass insulation between the inner and outer tank surface. The insulation keeps the material from freezing during transport. All BBC WWTP tank trailers can be unloaded via gravity or as more commonly used, vacuum. The new trailer has a deep drop center to decrease unload time when no vacuum is available, but is built to withstand vacuum during unloading in the field. Vacuum is the only option when unloading in the field. The replacement tank-trailer has a safety feature that allows the driver to open a top vent while standing on the ground, rather than climbing to the top of the trailer for every delivery in the field. This feature is especially important because the drivers are often working alone and no climbing to open a vent reduces the risk of falling. The tank-trailer meets all Department of Transportation requirements. That is important as the transport of material includes traveling on Interstate 70.

City of Westminster formal bid RFB F7-27-2011 was mailed directly to the following vendors:

IMCO TRAILERS
4565 East 74th Avenue
Commerce City, Colorado 80022

BEALL TRAILERS of COLORADO, INC
4850 East 74th Avenue
Commerce City, Colorado 80022

BRENNER TANK TRAILERS, INC
450 Arlington Ave
Fond du Lac, WI 54935

POLAR TANK TRAILERS
12810 County Road #17

Polar Tank Trailers, LLC, was the only one of the four vendors who had bids mailed directly to them that responded with a quote. Considering the longevity of the 1984 Polar Trailer; Unit 9291, and after researching the company product advances and safety improvements, it was decided the single bid received was adequate.

The replacement of this trailer supports Council's Strategic Plan goal of Financially Sustainable City Government by maintaining a cost effective, dependable fleet of vehicles and trailers.

Respectfully submitted,

J. Brent McFall
City Manager

WESTMINSTER

Agenda Item 8 G

Agenda Memorandum

City Council Meeting
November 28, 2011

SUBJECT: 2012 Proposed Community Development Block Grant and HOME Projects, 2012 Action Plan and Citizen Participation Plan

Prepared By: Signy Mikita, Community Development Program Planner

Recommended City Council Action

Approve the allocation of Community Development Block Grant and Home Investment Partnership Act funds as set forth in this agenda memorandum for 2012, and approve the submittal of the 2012 Action Plan and Citizen Participation Plan as prepared.

Summary Statement

- The City of Westminster receives an annual allocation of Community Development Block Grant (CDBG) funds from the United States Department of Housing and Urban Development (HUD). The funds must be used towards programs and projects benefiting low to moderate income populations and areas. Based upon information provided by HUD, it is estimated the City could receive between $430,000-$530,000 in 2012. It is recommended that 20% allowed by HUD be applied towards City administration, estimate between $86,000-$106,000. Based on input from City Council, City Staff and the public, it is proposed that $50,000 of the CDBG grant be used to continue the Emergency and Minor Home Repair Program for low-moderate income homeowners, and the balance, estimated between $294,000-$374,000, be allocated to the Bradburn Boulevard Realignment Project.
- The City receives an annual allocation of about $240,000 in Federal Home Investment Partnership Act (HOME) funds through Adams County to be used on affordable housing projects and programs. These proceeds have previously been used to assist affordable housing development, to provide down-payment assistance to low and moderate-income homebuyers, and the housing rehabilitation program, administered by Adams County, providing low-interest loans to income-eligible households. Based on information provided by HUD, it is estimated that HOME funding will be in the range of $150,000-$180,000. Staff is recommending that the HOME funds be allocated as follows:

County Administration	$15,000-18,000
Housing Rehabilitation	$50,000
New Development Fund	$85,000- $112,000

Expenditure Required: $430,000-$530,000 (CDBG)
$150,000-180,000 (HOME)

Source of Funds: HUD CDBG and HOME Programs

Policy Issue

Should the City allocate the CDBG and HOME funds to the recommended programs and projects in the amounts recommended?

Alternatives

1. The Council may choose to not accept the funds. Staff recommends that such an alternative not be considered as the CDBG and HOME funds have provided benefits to Westminster residents and have provided needed funds for capital projects and other critical programs.

2. Council may choose to allocate the funds in a different manner. Staff believes the allocations identified in this agenda memorandum will serve Westminster residents well meeting a number of critical needs in the community.

Background Information

The City of Westminster receives an annual allocation of Community Development Block Grant funds (CDBG) from the United States Department of Housing and Urban Development (HUD). The 2011 CDBG allocation was decreased by 16% or $98,084, from $604,991 to $506,907. For 2011, the final allocation amount was not known until June of 2011.

The 2012 CDBG allocation is not known at this time. The United States House of Representatives has recommended a 5% increase, while the United States Senate has recommended a 15% decrease. Based upon the two proposals, the approximate range is anticipated to be $430,000-$530,000. At this time, Congress has passed a Continuing Resolution to keep the government running until November 18, 2011. Further changes in the funding amounts may be made by Congress and Staff will keep City Council apprised of any changes.

The CDBG funds are to be used for projects and programs that benefit the City's low to moderate-income populations and address blight conditions. Eligible project activities may include economic development/redevelopment, certain public facility and infrastructure improvements, and affordable housing activities. Based upon eligibility criteria and the limited level of funding, Staff recommends continuing to fund the same multi-year projects that were funded in 2011 at the following levels for 2012:

- CDBG Program Administration: $86,000-$106,000
- Emergency & Minor Home Repair: $50,000
- Bradburn Realignment: $294,000-$374,000 (remainder)

The proposed 2012 CDBG budget and projects are based on the previous year's discussion and input from the community, from City Council, and based on the number of phone calls and emails that Staff receives requesting home repair assistance. Community input from the previous year is summarized in Attachment 1. Since the three recommended projects are all continuing, multi-year projects, Staff determined that a new Citizen survey was not necessary. Rather than conducting a new survey, Staff held a citizen public meeting on November 14, 2011 to obtain input on the three recommended projects and gather ideas for alternative projects. The following citizen input was received:

- Supportive of proposed use of 2012 CDBG funding.

- Prioritize future CDBG funding for infrastructure improvements in the multi-family areas south of 72nd Avenue, and the Harris Park area north of 72nd Avenue. The multi-family area south of 72nd Avenue has the highest percentage of low-moderate income (LMI) residents in Westminster (82.7% and 90.4%) and will soon be near a transit station. An example would be to fund a non-profit agency to purchase property for affordable housing in perpetuity.

- Good integration of new mixed use development at northwest corner of 73rd Avenue and Lowell. Encourage more mixed-use development.

- Recommend an evaluation process for completed projects to gauge whether streetscape and other improvements have encouraged private reinvestment, such as, home rehabilitations along Lowell Boulevard.

- Focus inspections on single family detached and attached residential rentals in CDBG eligible areas. Require registration and yearly inspection. 70% of homes in Adams School District 50 do not have school age children. Many residents are elderly and when homes are sold, they are often sold to investors who do not maintain the property.

Program Administration
HUD allows grantees to utilize up to 20% of the CDBG funding for administration and planning expenses. This funding pays the salary of the full-time CDBG Technician and the part-time Community Development Program Planner. The balance of administrative funds is used towards training, supplies and consultants as necessary. The 2011 program administration portion of the grant was $101,381. In 2012, the program administration portion of the grant is estimated to be in the range of $86,000-$106,000.

Emergency and Minor Home Repairs
To help qualified, low-income homeowners make badly-needed repairs that will improve their in-home safety and mobility, the City Council created the Emergency and Minor Home Repair Program. Up to $5,000 in eligible minor and emergency home repairs can be made free of charge to income qualified households located within Westminster. Recipients of these small grants have incomes at or below 80% of area median income (AMI). A family of four who earns $62,550 in 2011 is at the 80% AMI income level.

The program was approved for $50,000 in CDBG funding for both 2010 and 2011, totaling $100,000. Although the program was approved in 2010, additional time was needed to competitively select a program administrator and develop the program. The City partnered with the long-established housing nonprofit, Brothers Redevelopment, Inc. (BRI), and the program began this summer.

The City and BRI have implemented a marketing strategy and have received dozens of inquiries, and five applications. It is anticipated that applications will increase as winter sets in and more emergency repairs are needed. Therefore, it is recommended an additional $50,000 be allocated to the program for 2012, bringing the total allocation over three years to $150,000. The $150,000 could help approximately 30 homeowners through the 2012-2013 program year. In the spring of 2012, staff will evaluate the program's fund balance and update City Council on the program's progress. As future CDBG allocations are considered, staff recommends that the program's fund balance not exceed more than $100,000 for a given year.

Bradburn Boulevard Realignment
The multi-year Bradburn Boulevard Realignment project will realign Bradburn Boulevard so that it intersects with 72nd Avenue at the traffic signal at Raleigh Street. This accomplishes several goals including reconstruction of an aging culvert where Little Dry Creek passes under 72nd Avenue, increasing traffic safety by moving Bradburn Boulevard to a signalized intersection and away from a hill that has limited sight distance, facilitating better access to the new Westminster High School, and providing improved connectivity between neighborhoods north and south of 72nd Avenue.

2010 CDBG funds were spent on the Bradburn Boulevard preliminary design ($118,500) and right-of-way acquisition ($315,493). 2011 CDBG funds have also been spent for the right-of-way acquisition ($120,000) and approved for construction documents ($235,526, remainder of 2011 CDBG).

The timing of this multi-year project is driven in part by the need to rebuild the 72nd Avenue bridge over Little Dry Creek that will be funded by a State grant in 2012. Because of the availability of this grant, staff recommends that the City continue to work towards completing the expenditure of CDBG funds on the Bradburn Boulevard Realignment before 2015. However, CDBG funding should only be used on the reconstruction of the Bradburn Boulevard portion of the project given it can be shown to serve primarily eligible low to moderate income populations. The funds should not be used for the arterial 72nd Avenue bridge reconstruction or roadway improvements given 72nd Avenue serves as a regional arterial roadway, thus making it harder to prove eligibility.

Federal expenditure requirements make it impossible to hold a CDBG balance of more than two years. The CDBG program requires that the City have no more than 150% of its annual grant amount on hand ("federal spending ratio") at the end of any fiscal year. Thus, the City will have to spend the allocation on a regular basis so as to ensure it does not exceed the allowable retainage limit. Therefore, it is recommended that $294,000-$374,000, the remainder of the 2012 CDBG grant, and possibly a portion of the 2013 CDBG grant be used to complete construction documents for the Bradburn Boulevard Realignment project. Any remaining 2012 funds are recommended for other project related costs prior to construction.

HOME Program

HOME funds are distributed to eligible communities to assist in the development and provision of housing to low-income households and targeted populations (e.g. seniors, persons having disabilities, homeless, etc.) The City of Westminster alone does not meet the minimum population requirements to receive the funds directly from HUD as an entitlement. However, by having joined the HUD-authorized Adams County HOME Program Consortium, the City has received an allocation of about $240,000 annually, providing funding for eligible affordable housing projects. The 2012 HOME budget is not known at this time, but the U. S. House of Representatives has proposed a 25% decrease, while the U. S. Senate has proposed a 38% decrease. Based upon the two proposals, the approximate range is estimated to be $150,000-$180,000.

In recent years, the City has divided the grant proceeds between major home rehabilitation for low-income homeowners and down-payment assistance for eligible homebuyers. Ten percent of the grant, as allowed per HUD regulations, is kept by Adams County for program administration.

There has been limited demand for the down-payment assistance funded by HOME money. There are other types of down-payment assistance programs offered through several organizations, including the Colorado Housing and Finance Authority (CHFA), Community Resources & Housing Development Corporation (CRHDC), which is headquartered in Westminster, and Adams County Housing Authority (ACHA). It is recommended that the City not use HOME funds to offer down-payment assistance in 2012.

In 2011, the City reduced the amount of funding directed to fund major home rehabilitation projects from $100,000 to $50,000, because the City is now offering $50,000 in CDBG money to fund minor home repairs. The combination of these two amounts would total $100,000, with one-half earmarked for small projects that cannot be completed with HOME funds due to onerous regulations associated with the program. It is recommended that major home rehabilitation projects continue to be funded at $50,000. Rehabilitation projects under $20,000 can be authorized by Adams County without further City authorization, but projects over $20,000 will require further approval from the City**.**

Staff also recommends that $85,000-$112,000, or the remainder, of the City's 2012 HOME allocation be reserved for affordable housing development projects. In addition to the 2012 HOME funds, the City had an accumulated HOME balance of approximately $550,000 in unspent HOME funds from previous years, for a range of total of $635,000-$662,000 to expend.

This funding is potentially needed for upcoming projects, including:

1. The pending sale and rehabilitation of the Westminster Commons Senior Apartments to Volunteers of America;
2. Growing Home - acquisition and rehabilitation of property on Newton Street adjacent to their existing property at 7240 Newton Street for affordable and transitional housing;
3. Renaissance on Lowell – a potential mixed use development, incorporating affordable housing, on Lowell between W. 72nd and 73rd Avenues; and,
4. Adams County Housing Authority (ACHA) - land acquisition for affordable rental housing in the south Westminster TOD area.

Staff is recommending that the HOME funds be allocated as follows:

County Administration	$15,000-18,000
Housing Rehabilitation	$50,000
New Development Fund	$85,000-112,000 (Remainder), plus any unexpended funding from previous years

The proposed allocation of CDBG and HOME funds meets two City Strategic Plan goals: Financially Sustainable City Government Providing Exceptional Services, and Vibrant Neighborhoods in One Livable Community.

The 2012 Action Plan, to be submitted to HUD by January 15, 2012, will incorporate the CDBG and HOME projects as approved by City Council. HUD also requires that the City adopt a Citizen Participation Plan. The Citizen Participation Plan defines the process for obtaining community input for all CDBG-related planning processes, with particular outreach to low-moderate income, special needs, and homeless persons. Staff has prepared the attached Draft Citizen Participation Plan and recommends City Council approve its submittal to HUD.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments:
– Public Comment of the use of 2011 CDBG Funds
– Bradburn Boulevard Realignment Plan
– Citizen Participation Plan

Public Comment on Use of 2011 CDBG Funds

Public comment on use of CDBG in 2011 was solicited several ways. Notices were published in Weekly Edition in September and October, as well as on the City website. A survey was distributed at the south Westminster Progressive Homeowners Association meeting in September. This resulted in one email from a longtime homeowner with a disabled spouse. They needed home rehab services and modifications to accommodate a wheelchair. They were directed to the home rehab program at Adams County (funded by City HOME allocation), Brothers Redevelopment Inc. and Rebuilding Together, all of which help with some home maintenance and repair as well as accessibility projects. The City's minor home repair program was not yet available to offer to them.

The Progressive HOA meeting produced 19 completed surveys. A year ago, the two projects that rated highest were the concept of realigning Bradburn Boulevard to join Raleigh Street (which is currently being designed) and the proposed Grange-Rodeo addition and improvements. The Bradburn project was the subject of more discussion last year because of the opening of the new high school and the need for improved traffic circulation. This year, the Bradburn realignment project was rated of medium importance, while the Grange-Rodeo project (19 out of 19) and adjacent outdoor space (18 out of 19) was rated high by almost all participants. Pursuing additional streetscape improvements on Bradburn and other neighborhood streets was also rated high. Here is a summary of the results:

2011-2015 CDBG Funds Survey
Progressive HOA September Meeting
Summary of Surveys (19 Participants)

Project Proposals & Ideas:	**Level of Importance:**				
	High	Medium	Neutral	Low	None
Bradburn Realignment	1	10	2	6	
Bradburn Streetscape	5	10	3	1	
Grange/Rodeo Addition	19				
Harris Town Park (Rodeo outdoor space)	18	1			
Minor Home Repair	6	10	2	1	
Other Streetscapes	10	7	2		
Other (write-in):					
Light Rail @ 70th & Irving	4				
Buy properties that are for sale on 73rd for future development	1				

WESTMINSTER

Bradburn Boulevard Realignment

WESTMINSTER

City of Westminster
Community Development Block Grant (CDBG) Program & Home Investment Partnership Act (HOME) Program
Citizen Participation Plan

DRAFT

Contact:
Department of Community Development
City of Westminster
4800 W. 92nd Avenue
Westminster, CO 80031
Main (303) 658-2100
Fax (303) 706-3922

Tony Chacon
(303) 658-2129
tchacon@cityofwestminster.us

Signy Mikita
(303) 658-2111
smikita@cityofwestminster.us

Boni Leuenberger
(303) 658-2102
bleuenbe@cityofwestminster.us

Introduction:
The United States Department of Housing and Urban Development (HUD) makes available federal funds to the City of Westminster, Colorado, through the Community Development Block Grant (CDBG) program. The goals of these CDBG grants are:

- *To provide decent housing;* including assisting homeless persons to obtain affordable housing; preservation of existing affordable housing stock; increasing the availability of permanent housing that is affordable to low income persons without discrimination; and increasing supportive housing that includes structural features and services to enable persons with special needs to live in dignity.

- *To provide a suitable living environment;* including improving the safety and livability of neighborhoods; increasing access to quality facilities and services; providing affordable housing opportunities to low income and moderate income citizens dispersed throughout the City of Westminster; revitalizing deteriorating neighborhoods; restoring and preserving natural and physical features of special value for historic, architectural, or aesthetic reasons; and conserving energy resources.

DEFINITION: HUD defines low to moderate income households based upon the median income in a community on an annual basis. Median income is the point where half of all incomes are above and half of all incomes are below the area income. Extremely low income households are at or below 30% of the AMI, very low income households are at or below 50% of the AMI, and low/moderate income households are at or below 80% of the AMI.

- *To expand economic opportunities:* including the creation of jobs accessible to low income persons; providing access to credit for community development that promotes long-term economic and social viability; and empowering low income persons to achieve self-sufficiency in federally assisted and public housing programs.

Additionally, the City also receives an annual allocation of Home Investment Partnership Act (HOME) funds that are administered directly by the Adams County Office of Community Development pursuant to a consortium agreement between Adams County and the City (IGA). HOME provides formula grants that communities use, often in partnership with local nonprofit groups, to fund a wide range of activities that build, buy, and/or rehabilitate affordable housing for rent or homeownership or provide direct rental assistance to low-income people.

In order to ensure that the grants meet the needs of the community, HUD requires that the City prepare and adopt a Consolidated Plan every five years. This Consolidated Plan is a strategic plan that sets forth a specific course of action. The first part of the Consolidated Plan assesses the existing assets of the community and analyzes the needs related to the above goals. The second sets forth goals and objectives as well as five year performance benchmarks for measuring progress toward meeting those goals. The third part sets out specific actions and a One Year Plan tied to available funding.

A key component in creating the Consolidated Plan is citizen participation throughout all steps of the process. In order to ensure that citizens have the opportunity to take part in creating the Consolidated Plan, the City has developed and commits to the following Citizen Participation Plan.

Participation:

It is the intent of the City to reach every resident of the City and provide access to all aspects of the CDBG and HOME programs. This access includes the opportunity to apply for CDBG and HOME funds, to comment on how the funds should be spent in upcoming years, to comment on the City's performance in carrying out CDBG and HOME funded projects, and to comment on drafts of reports such as the Five Year Consolidated Plan, the annual action plan, and the annual Consolidated Annual Performance Report (CAPER - the report prepared by the City at the end of each fiscal year).

The City will emphasize the involvement of moderate, low, very low, and extremely low income residents in areas where housing and community development funds may be spent. The City will also encourage participation of persons with special needs and/or persons who are often underrepresented in the public process, including minorities, non-English speaking persons, persons with disabilities, and persons who are homeless. The City will encourage the participation of Public Housing Authorities and their residents in the development of the Consolidated Plan. Finally, the City will inform and offer opportunities for comment to all residents falling within the scope of the Consolidated Plan.

The City will provide accommodations for non-English speaking citizens in case of public meetings or hearings where a significant number of non-English speaking residents can reasonably be expected to participate. Residents requiring special accommodations will need to request needed adaptations within a reasonable amount of time (one to two weeks) prior to the meetings or hearings in order for the City to make arrangements. Please contact the City's Department of Community Development staff in advance if you would like to request translation services for community meetings, public hearings, as well as written documents.

The City will provide accommodations for hearing-impaired and sight-impaired citizens in case of community meetings or public hearings where a significant number of residents can reasonably expect to participate. These citizens will need to request needed adaptations within a reasonable amount of time (one to two weeks) prior to the meetings or hearings in order for the City to make arrangements. Please contact the City staff in advance if you need these services, or if you need written documents in a format accessible to persons with disabilities. The City will seek to have all on-line documents in a format that is compatible with web readers who are visually impaired, as required by 24 CFR Part 8.

The City will make reasonable efforts to consult with other public, non profit, and private agencies that provide housing assistance, health services, and various social services including those focusing on services to children, elderly persons, and persons with disabilities. The City will also encourage participation of other local and regional institutions, including businesses, developers, and community and faith-based organizations not already mentioned. The City will also consult with other general offices of government, including Adams and Jefferson Counties, surrounding jurisdictions, and the Colorado Division of Housing (CDOH), to notify them of the Plan process and solicit their input.

Participation Activities:

The following activities shall be held to obtain citizens' views.
Community Meetings and Public Hearings shall address and respond to proposals and comments on: housing and community development needs; development of proposed activities; review of proposed uses of funds; and review of program performance.

- ***Community meetings for the Five-Year Consolidated Plan****:* A minimum of two meetings shall be held at convenient times and locations, to include at least one early evening meeting. All locations shall be accessible and accommodate persons with disabilities. Meetings may be held at Public Housing Authority owned multi-family housing locations if accessible. These may be City owned or other agency owned public housing developments, such as the Adams County Housing Authority (ACHA). The City may include one focus group of low-moderate income and/or public housing residents as one of the community meetings.

- ***Public Hearings for the Five-Year Consolidated Plan and Annual Action Plans***: A minimum of two public hearings shall be held at convenient times and locations, to include at least one early evening meeting. These meetings will be held at two different times during the program year. At least one of these hearings must be held before the proposed Five Year Consolidated/Annual Action Plan is published for comment. All locations shall be accessible and accommodate persons with disabilities. The Final Public Hearing shall be held at the City of Westminster Council Chambers, 4800 W. 92nd Avenue, Westminster, Colorado 80031.

- The Citizen Participation Plan shall be addressed during the two required public hearings for either the Five Year Consolidated or an Annual Action Plan. The final Citizen Participation Plan shall be incorporated into and publicized along with the appropriate Five Year Consolidated/Annual Action Plan.

- **Availability to comment** during required comment period via direct contact with City staff and/or on the City's website: www.cityofwestminster.us

Notification of Participation Activities:

- **Required: Public Notices for Community Meetings and Public Hearings shall be published on the City's official website:** www.cityofwestminster.us. Public Notices shall be published for not less than two weeks (14 days) prior to any meeting/hearing. (Other notice periods are specified below under Comment Periods).

The City of Westminster has chosen to publish Public Notices on the City's website, rather than in a local weekly newspaper, since no federal, state or local law has been specifically found to require printed notification. Over 37,000 households, or 80% of Westminster, had access to the Internet in 2006. Several years of experience has shown that publication of notices in the local weekly newspaper has yielded literally no citizen participation in the CDBG program. In fiscal year 2004, the City spent approximately $1,700 on legal notices that were ineffective in supporting citizen participation. In 2005, the CAPER was posted on the City's website, with a notice placed for two weeks on the City's home page, and a notice was placed for two months thereafter on the Cityscape section of the website. These notices resulted in hundreds of hits by Internet users. It appears that posting of notices and reports on the Internet has several advantages:

1. Easy access by 80% of City residents.
2. Citizens who might not otherwise have been looking for CDBG information may discover the information while accessing the City website for other purposes.
3. Saves a significant sum of money that can be redirected to service delivery.
4. Allows the City to provide access for long periods of time at no additional cost.
5. Allows the City to provide lengthier reports directly to residents without requiring them to visit a public building to review such reports.
6. Encourages comment by email, which may be more convenient for citizens than attending a meeting, mailing a letter or a phone call.
7. Website publication has demonstrably resulted in many more people accessing the information that use of other methods of communication.

Current statistics indicate the following usage:

Date	**Views**	**Visitor Sessions**	**Average Time Viewed**
May 2011	186	170	2:18
December 2010	131	125	3:06
January 2010	68	55	3:23
December 2009	94	80	3:39
November 2009	73	69	4:10
July 2009	77	68	1:52
January 2009	75	57	3:01
December 2008	95	82	3:35
October 2008	64	56	2:34
September 2008	68	64	4:17

- **Required: Informational Flyers for Community Meetings and Public Hearings** (current list – Attachment A) shall be posted at:
  - City Facilities (Required): 1) City of Westminster City Hall.
  - Libraries (Required): 1) Irving Street Library; and 2) Westminster Public Library at College Hill.
  - Targeted schools and community centers in low and moderate income neighborhoods (Optional)
  - Public Housing Authority-owned multi family housing properties (Optional);
  - Multi family housing projects funded by CDBG, HOME, Private Activity Bonds, and Low Income Housing Tax Credits (Optional);
  - Other interested parties upon request.

- **Optional: City communications**:

1) T**he City publishes a bimonthly newsletter (six times per year) called City Edition** which is mailed to households in the City that have specifically requested to be placed on the mailing list; therefore, circulation is limited. In each issue of City Edition, information can be provided on how each resident can access information on the use of CDBG funds in the City. This information informs the residents of two major sources: 1) CDBG reports and notices will be provided on the City's website; and 2) If residents prefer not to use the City's website for any reason, they are provided the City's Department of Community Development contact information, so that they may request to be placed on a hard-copy mailing list to receive notices of hearings, applications and reports.

2) The City publishes a weekly electronic newsletter called Weekly Edition which is emailed to 470+ outside subscribers, community leaders, etc. Articles that are placed in the Weekly Edition may be picked up as **Press Releases** in newspapers serving City residents, such as The Denver Post – YourHUB, and The Westminster Window. Staff shall seek to identify Spanish publications, as well as other languages, that can be added to the email notification list. Weekly Edition items, and any other newsworthy items, are also posted on the city's "News Page" of the city's website. These items also are distributed via the city's Social Media pages on Facebook and Twitter.

3) In the past, the City has periodically (every two years) conducted a **citywide citizen survey** to solicit detailed input from residents. Input may be obtained from the next citizen survey. The City Council also conducts public outreach events called **"We're All Ears,"** in which they include citizens to talk to them about any and all concerns. The Mayor/City Council also hold periodic **Breakfasts and Desserts** which are informal question and answer sessions with citizens regarding issues of concern.

4) For the Department of Community Development, City staffers may attend neighborhood organization meetings in the area of the City that is home to the most low to moderate income citizens for the purpose of soliciting input into how the CDBG funds should be spent. Citizens are also free to comment on City performance and other CDBG program-related matters.

5) Notification on the City's Cable Television station's "Bulletin Board" and/or "Cable Television" (Channel 8) which reaches approximately 25,000 households (62% of the Westminster households).

The City reserves the right to adjust optional methods of notification depending upon which methods have proven to be the most cost effective in reaching the widest number of citizens, particularly low to moderate income residents.

Comment Periods and Access to Information:

The City shall consider any comments or views of citizens received in writing, or orally at the public hearings, in preparing the following documents. A summary of these comments or views, and a summary of any comments or views not accepted and the reasons therefore, shall be attached to the final document.

Five-Year Consolidated Plan and Annual Action Plans:

- Comments shall be received from citizens for a period of **not less than 30 days**.
- The complete "Participation Activities" and "Notification of Participation Activities" outlined above shall be followed, including informational notices shall be posted at City Facilities and libraries noting that the plans are available for review at the City office or the City website.
- The entire draft and final plans shall be posted on the City's website: www.cityofwestminster.us
- All City Facilities and libraries are mailed an entire final copy.
- Upon request, entire final copies of plans are available at no cost by contacting staff.

Substantial Amendments to the Five Year Consolidated Plan or Annual Action Plans:

- Comments shall be received from citizens for a period of **not less than 30 days**.
- A Public Notice shall be posted on the City's website: www.cityofwestminster.us
- The City Council shall consider the Amendment in a publicly open session.

Consolidated Annual Performance Reports (CAPER)

- Comments shall be received from citizens for a period of **not less than 15 days** before submitting the CAPER to HUD.
- A Public Notice shall be posted on the City's website: www.cityofwestminster.us
- Informational Notices shall be posted at City Facilities and libraries noting that the
- CAPER is available for review at the City office or the City website.
- The text of the draft and the final CAPER shall be posted on the City's website:
- www.cityofwestminster.us
- All City Facilities and libraries are mailed a text of the final copy.
- Upon request, a text of the final CAPER is available at no cost by contacting staff.
- The entire CAPER, including the text and all IDIS data printouts, are available upon special request for an additional cost to be determined based upon the number of data printouts requested.

The City will provide citizens, public agencies, and other interested parties with reasonable and timely access to information and records relating to the Consolidated Plan and the City's use of assistance under the relevant federal programs during the preceding five years. The public will have the opportunity to receive information, review and submit comments on any proposed submission including the Five Year Consolidated Plan or Annual Action Plan as adopted, any amendments, and its Consolidated Annual Performance Report (CAPER). Information will also be available on the range of programs, estimated amount of funds available, and the estimated funding amount proposed to benefit moderate, low, very low, and extremely low income residents. The groups will also have access to the City's Anti-Displacement Procedures, attached as Attachment B.

Records are maintained in the Department of Community Development. Inquiries for information that requires file research, copying and other preparation will be available within 3-5 business days. Information that could be used to identify persons served by programs and services is confidential and not released to the public.

Technical Assistance

The City will provide reasonable technical assistance to moderate, low, very low, and extremely low income groups located in the geographic scope of the Consolidated Plan who request assistance in developing proposals.

Timely Response on Complaints

The City will consider any comments or views of citizens, units of general local government, agencies, or other interested parties. Written answers to written complaints and grievances will be provided within 15 days where practical.

Substantial Amendments to the Consolidated Plan

Substantial changes to the City's published final statement or actual activities shall require an amendment to the Consolidated Plan and the Annual Action Plan(s). Areas of substantial change may include, but are not limited to:

- Major changes in service area, purpose, program beneficiaries, or national objective compliance;
- Budgetary or line item alterations of $25,000 or more for Public Service projects and $50,000 or more for Public Infrastructure, Public Facility, or Housing projects.
- Changes from one activity to another, such as a project cancellation and a new project approval.
- The establishment of a new Neighborhood Revitalization Strategy Area (NRSA).

ATTACHMENT A

NOTIFICATION LIST OF CITY FACILITIES, LIBRARIES, RECREATION CENTERS, AND SCHOOL DISTRICTS

City of Westminster – City Hall
4800 W. 92nd Ave.
Westminster, CO 80031

Irving Street Library
7392 Irving Street
Westminster, CO 80030

Westminster Public Library at College Hill
3705 W. 112th Ave.
Westminster, CO 80031

Optional Community/Recreation Centers:

The MAC
3925 W. 72nd Ave.
Westminster, CO 80030

Swim and Fitness Center
3290 W. 76th Ave.
Westminster, CO 80030

Optional Schools:

Hidden Lake High School
7300 Lowell Blvd.
Westminster, CO 80030

Westminster High School
6933 Raleigh St.
Westminster, CO 80030

Ranum Middle School
2401 W. 80th Ave.
Denver, CO 80221

Shaw Heights Middle School
8780 Circle Drive
Westminster, CO 80030

Early Childhood Center
8030 Irving St.
Westminster, CO 80030

Flynn Elementary School
8731 Lowell Blvd.
Westminster, CO 80030

Harris Park Elementary School
4300 W. 75th Ave.
Westminster, CO 80030

Hodgkins Elementary School
3475 W. 67th Ave.
Denver, CO 80221

Skyline Vista Elementary School
7395 Zuni St.
Denver, CO 80221

Westminster Elementary School
7482 Irving St.
Westminster, CO 80030

Crown Pointe Academy
2900 W. 86th Ave.
Westminster, CO 80031

Optional List of housing projects:

Attn: Sharon McDaniel, Mgr.
Lowell Colony Apartments
7495 Lowell Blvd.
Westminster, CO 80030

Orchard Crossing
4183 W. 72nd Ave.
Westminster, CO 80030

Attn: Gladys Arismendi, Mgr.
Susan Kay Apartments
7100 Hooker St., #101
Westminster, CO 80030

Terrace Gardens
7100 Hooker St.
Westminster, CO 80030

Village at Greenbriar
8290 N. Federal Blvd.
Westminster, CO 80031

Glendale Apartments
5345 W. 79th Ave.
Westminster, CO 80003

Westminster Commons
3180 W. 76th Ave.
Westminster, CO 80030

Villa Maria
2461 W. 82nd Pl.
Westminster, CO 80031

Clare of Assisi Homes
2451 W. 82nd Pl.
Westminster, CO 80031

Cottages at Panorama Point
2590 W. 83rd Way
Westminster, CO 80031

Residences at Panorama Pointe
8310 Clay St.
Westminster, CO 80031

Westchester Apartments
c/o Growing Home
3489 W. 72nd Ave., #112
Westminster, CO 80030

East Bay Senior Housing
3720 W. 68th Ave.
Westminster, CO 80030

Mountain Terrace
3650 W. 84th Ave.
Westminster, CO 80031

Bradburn Gardens
7545 Bradburn Blvd.
Westminster, CO 80030

Westbury Apartments
1585 W. 115th Ave.
Westminster, CO 80234

Toscana
8490 Sheridan Blvd.
Westminster, CO 80003

Walnut Creek
10350 Dover St.
Westminster, CO 80021

Warwick Station Apartments
10305 Dover St.
Westminster, CO 80021

ATTACHMENT B
Residential Anti-Displacement and Relocation Assistance

The City of Westminster, supportive of the right to remain in housing that was personally chosen, will avoid displacement if possible. In those projects and instances involving federal funding where displacement and relocation are unavoidable, the City will proceed in the following manner:

In connection with any project assisted with funds provided under the Community Development Block Grant (CDBG) and/or Home Investment Partnership Act (HOME), the City of Westminster will replace all occupied and vacant, occupiable lower income housing demolished or converted to a use other than as lower income housing. All replacement housing will be provided within three years after the commencement of the demolition or conversion. Before entering into a contract committing the City to provide funds for a project that will directly result in demolition or conversion, the City will make public by publication of a Legal Notice in the official City newspaper and submit to HUD the following information in writing:

1. A description of the proposed assisted project;
2. The address, number of bedrooms, and location on a map of the lower income housing that will be demolished or converted to a use other than as lower income housing as a result of an assisted project;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. To the extent shown, the address, number of bedrooms and location on a map of the replacement housing that has been or will be provided;
5. The source of funding and a time schedule for the provision of the replacement housing;
6. The basis for concluding that the replacement housing will remain lower income housing for at least 10 years from the date of initial occupancy;
7. Information demonstrating that any proposed replacement of housing units with smaller dwelling units (e.g. two bedroom unit replaced with to one bedroom units), or any proposed replacement of efficiency or single room occupancy (SRO) units with units of a different size, is appropriate and consistent with the housing needs and priorities identified in the approved Consolidated Plan.

To the extent that the specific location of the replacement housing and other data in Items 4 through 7 are not available at the time of the general submission, the City will identify the general location of such housing on a map and complete the disclosure and submission requirements as soon as the specific data are available.

The Department of Community Development of the City of Westminster is responsible for tracking the replacements of lower income housing and insuring that it is provided within the required period.

The Department of Community Development of the City of Westminster is responsible for providing relocation payments and other relocation assistance to any lower income person displaced by the demolition of any housing or the conversion of lower income housing to another use.

Consistent with the goals and objectives of activities assisted under the Act, the City will take the following steps to minimize the direct and indirect displacement of persons from their homes:

1. Coordinate code enforcement with rehabilitation and housing assistance programs.
2. Stage rehabilitation of apartment units to allow tenants to remain in the building/complex during and after the rehabilitation, working with empty units first.
3. Arrange for facilities to house persons who must be relocated temporarily during rehabilitation.
4. Adopt policies to identify and mitigate displacement resulting from intensive public investment in neighborhoods.
5. Adopt policies which provide reasonable protection for tenants faced with conversion to a condominium or cooperative.
6. Establish counseling centers to provide homeowners and tenants with information on assistance available to help them remain in their neighborhoods in the face of revitalization pressure.

The City of Westminster reserves the right to refuse to engage in any activity that may trigger relocation, if it is determined that such activity is not in the best interest of the City.

WESTMINSTER

Agenda Item 10 A-D

Agenda Memorandum

City Council Meeting
November 28, 2011

SUBJECT: Public Hearing and Councillor's Bills No. 37, 38 and 39 re the Comprehensive Land Use Plan Amendment, Annexation and Zoning for the School District 50 – Westminster High School Property

Prepared By: Jana Easley, Principal Planner

Recommended City Council Action

1. Hold a public hearing
2. Pass Councillor's Bill No. 37 on first reading amending the Comprehensive Land Use Plan for the Westminster High School property designating the property as Public/Quasi-Public. This recommendation is based on a finding that the proposed amendment will be in the public good and that:
    a) There is justification for the proposed change and the Plan is in need of revision as proposed; and
    b) The amendment is in conformance with the overall purpose and intent and the goals and policies of the Plan; and
    c) The proposed amendment is compatible with existing and planned surrounding land uses; and
    d) The proposed amendment would not result in excessive detrimental impacts to the City's existing or planned infrastructure systems.
3. Pass Councillor's Bill No. 38 on first reading annexing the Westminster High School property into the City.
4. Pass Councillor's Bill No. 39 on first reading establishing zoning of One Family Residential (R-1) for the Westminster High School property.

Summary Statement

- The Westminster High School property consists of 6.146 acres and is located at the northeast corner of 68th Avenue and Utica Street.
- The property is owned by Adams County School District No. 50 and portion of the Westminster High School is located on the property.
- The Westminster High School campus encompasses approximately 43 acres, most of which is located within the City of Westminster and was annexed and zoned in 1971. However, this 6-acre site remained in unincorporated Adams County while the high school was built. As part of the Intergovernmental Agreement between the School District and the City, the School District was required to petition the City for annexation of the subject property. State Statute requires that the property be zoned within 90 days of annexation.

Expenditure Required: $0
Source of Funds: N/A

Policy Issues

1. Should the City approve a Comprehensive Land use Plan (CLUP) amendment for the Westminster High School property to designate the site as Public/Quasi-Public?
2. Should the City annex the Westminster High School Property?
3. Should the City approve the rezoning of the Westminster High School property from Adams County R-1-C to City of Westminster R-1?

Alternatives

1. Recommend denial of the Comprehensive Land Use Plan amendment or assign a different designation. This alternative is not recommended because the Public/Quasi-Public designation is specifically meant for public schools, among other uses.
2. Recommend a finding that there is no community of interest with the Westminster High School property and take no further action. This alternative is not recommended because the majority of the high school site is already located within the City and the high school receives full City services. If this action is taken, the portion of the school site not within the City will remain unincorporated and subject to Adams County regulations.
3. Recommend denial of the rezoning of the Westminster High School property from Adams County R-1-C to City of Westminster R-1, or designate an alternative zoning category. R-1 zoning is recommended because the remainder of the site, within the City, is zoned R-1, and the designation would make the zoning consistent across the property.

Background Information

Location

The site is located at the northeast corner of 68th Avenue and Utica Street, just north of Hidden Lake. (Please see attached vicinity map.)

Comprehensive Land Use Plan Amendment

In conjunction with the District's petition to annex and its request to establish City zoning, the City has prepared a CLUP amendment request. The amendment must be in the public good and is in overall compliance with the purpose and intent of the CLUP. Further, the CLUP provides four criteria to be used when considering a CLUP amendment. Staff has reviewed these criteria and has provided the following comments on each.

1. *The proposed amendment must, "Demonstrate that there is justification for the proposed change, and that the Plan is in need of revision as proposed."* The amendment would expand the CLUP to a portion of land that does not currently have any CLUP designation, since the site is not currently in the City.
2. *The proposed amendment must, "Be in conformance with the overall purpose, intent, goals, and policies of the Plan."* Applicable goals are stated in Section III of the Community Goals and Policies section of the Plan. They include:
    - Goal A1 – Growth will occur in a manner that balances the pace of development with the City's ability to provide quality services and capital improvements.
    - Policy A1a – Annexation of county enclaves and adjoining lands will be considered on a case-by-case basis, taking into consideration the fiscal, social, and land use factors. The above goal and policy are supported by the proposal. The high school was built in order to accommodate a growing need and serves both City and County residents. The annexation was contemplated when the new high school was being built, and the City received additional right-of-way along 68th Avenue as part of the construction process.

3. *The proposal must, "Be compatible with existing and surrounding land uses."* The subject site is surrounded on the north, west and east by the remainder of the high school property. The area around the high school property is comprised of mostly residential uses, with a small portion of industrial to the north. Schools are a compatible use with residential uses.
4. *The proposal must, "Not result in detrimental impacts to the City's existing or planned infrastructure or provide measures to mitigate such impacts to the satisfaction of the City."* Infrastructure improvements were completed as part of the high school construction and will not cause any detrimental impacts to the City's existing or planned infrastructure system.

Annexation

The petition to annex is a requirement of the Intergovernmental Agreement between Adams County School District No. 50 and the City that was entered into on December 21, 2009. The annexation, if accepted, will bring all of the Westminster High School property into the City, which makes sense because the high school receives full City services.

In March 2010, City staff met with the School District to outline the procedure for annexation. Staff also met with the School District in June 2010 to further clarify the process. The Petition and related documents were received on September 28, 2010. Staff reviewed the petition and map and provided comments to the School District in October 2010. A resubmittal was made in April 2011 – it appears the delay in resubmitting may have partially resulted from the superintendent, Dr. Roberta Selleck, resigning during this time. Also, the property was required to be replatted, and as part of that process "as-built" drawings were required, which further delayed the resubmittal. Comments concerning the second submittal were sent in May 2011. Thereafter, the plat was also being revised. Public hearing dates could finally be set in July 2011, once the documents required for the annexation were complete and accurate.

Establishment of Zoning

Pursuant to Section 11-5-2 of the Westminster Municipal Code, all properties greater than 2 acres in size shall be zoned Planned Unit Development (PUD) or Open (O-1). Staff is requesting the Council waive this requirement for several reasons:

- The remainder of the property is zoned R-1, and R-1 zoning allows public schools; this is a remnant parcel.
- The site is fully developed. Construction permitting for public schools is typically handled by the State, and the City has a limited role concerning public school development.
- This request stems from the Intergovernmental Agreement between the School District and the City, which requires the School District to petition for annexation. Zoning is required following annexation. Only a portion of the site must be annexed, as the remainder is already within the City. Zoning just this portion to PUD would cause inconsistency across the site and the parcel being annexed is required to have zoning established.

Pursuant to Section 11-5-3, Standards for Approval of Zonings and Rezonings, the following criteria shall be considered in the approval of any application for zoning to a zoning district other than a Planned Unit Development.

1) *The proposed zoning or rezoning is in conformance with the City's Comprehensive Plan and all City policies, standards and sound planning principles and practice.* The proposed zoning is in conformance with the City's Comprehensive Land Use Plan, all City policies and standards, and sound planning principles and practice. The zoning of this remnant parcel to R-1 would make the entire Westminster High School site zoned R-1.
2) *There is either existing capacity in the City's street, drainage and utility systems to accommodate the proposed zoning or rezoning, or arrangements have been made to provide such capacity in a manner and timeframe acceptable to City Council.* The site is fully developed and infrastructure

needs were determined at the time of construction; the infrastructure is adequate for the school and this rezoning would have no effect on the City's streets, drainage or utility systems.

Impact Report
This site is less than 10 acres, so an impact report is not required.

Public Notification
State statute requires that notice for the annexation be published for four consecutive weeks, with the first publication at least 30 days prior to the date of the public hearing. The City Council public hearing is scheduled for November 28, 2011. Notice was published in the Westminster Window on October 20, 2011; October 27, 2011; November 3, 2011; and November 10, 2011.

Westminster Municipal Code Section 11-5-13 requires the following three public notification procedures for rezoning and amendment to the CLUP.

- Published Notice: Notice of public hearings scheduled before Planning Commission shall be published and posted at least 10 days prior to such hearing and at least 4 days prior to City Council public hearings. Notice was published in the Westminster Window on September 29, 2011.

- Property Posting: Notice of public hearings shall be posted on the property with one sign in a location reasonably visible to vehicular and pedestrian traffic passing adjacent to the site. One sign was posted on the property on September 29, 2011.

- Written Notice: At least 10 days prior to the date of the public hearing, the applicant shall mail individual notices by first-class mail to property owners and homeowners' associations registered with the City within 300 feet of the subject property. The required notices were mailed on September 29, 2011.

Petitioner/Property Owner
Adams County School District No. 50
2401 West 80th Avenue
Denver, Colorado 80221

CLUP Applicant
City of Westminster
4800 West 92nd Avenue
Westminster, Colorado 80031

Surrounding Land Use and Comprehensive Land Use Plan Designation

Development Name	Zoning	CLUP Designation	Use
North: Westminster High School	R1	Public/Quasi-Public	Public High School
East: Westminster High School	R1	Public/Quasi-Public	Public High School
West: Westminster High School	R-1	Public/Quasi-Public	Public High School
South: Hidden Lake and Property Known as the Kast Parcel)	R-1-C (Adams County)	N/A	Vacant Land

Site Plan Information
The Westminster High School has been constructed. No site plan is provided. A final plat is required following successful annexation.

Service Commitment Category
Not applicable.

Referral Agency Responses
Not applicable.

Neighborhood Meeting(s) and Public Comments
A neighborhood meeting was not held since the high school is already built. No public comment as a result of the notices has been received.

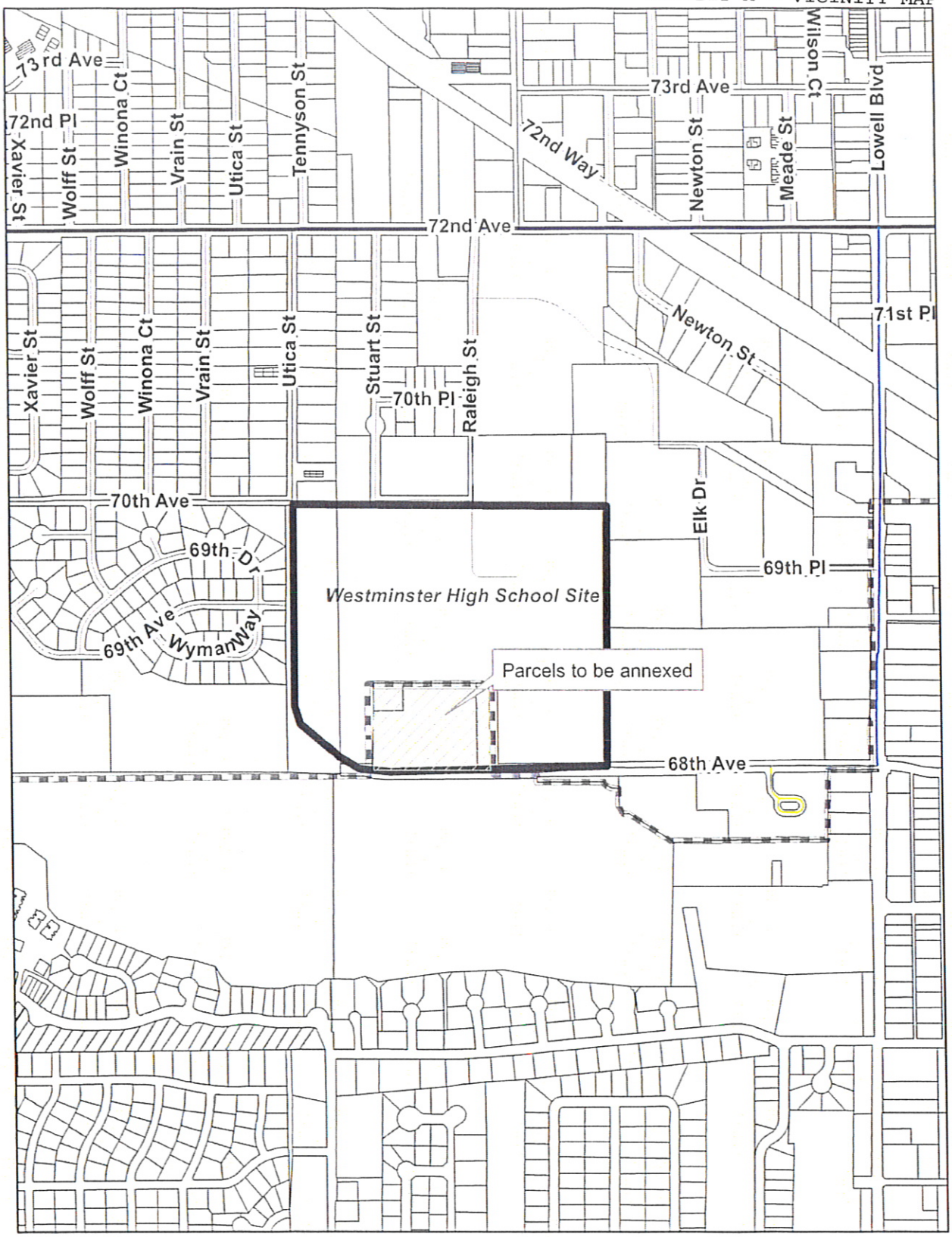
The request for annexation, CLUP amendment, and zoning supports Council's goal of *Vibrant Neighborhoods in One Livable Community.*

Respectfully Submitted,

J. Brent McFall
City Manager

Attachments:
- Vicinity Map
- CLUP Ordinance with Exhibits A & B
- Annexation Ordinance
- Zoning Ordinance with Exhibits A & B
- Criteria and Standards for Land Use Applications

EXHIBIT A - VICINITY MAP



Westminster High School
Annexation, Zoning, CLUP Amendment
Vicinity Map

Legend

Adams County Parcels

City Limit

WESTMINSTER

BY AUTHORITY

ORDINANCE NO. COUNCILLOR'S BILL NO. **37**

SERIES OF 2011 INTRODUCED BY COUNCILLORS

_____

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

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

a. That the City has initiated an amendment to the Westminster Comprehensive Land Use Plan, pursuant to W.M.C. §11-4-16(D), for the property described in attached Exhibit A, incorporated herein by reference, requesting a change in the land use designations from Unincorporated Adams County to "Public/Quasi-Public" for the 6.146-acre property located at 68th Avenue and Utica Street.

b. That such amendment has been referred to the Planning Commission, which body held a public hearing thereon on October 11, 2011, after notice complying with W.M.C. §11-4-16(B), and has recommended approval of the requested amendment.

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

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

e. That the requested amendment will further the public good and will be in compliance with the overall purpose and intent of the Comprehensive Land Use Plan, particularly the goal that encourages growth to occur in a manner that balances the pace of development with the City's ability to provide quality services and capital improvements.

Section 2. The City Council approves the requested amendment and authorizes City Staff to make the necessary change to the map and text of the Westminster Comprehensive Land Use Plan to change the designation of the property more particularly described on attached Exhibit A, to "Public/Quasi-Public", as depicted on the map attached as Exhibit B.

Section 3. Severability: If any section, paragraph, clause, word or any other part of this Ordinance shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, such part deemed unenforceable shall not affect any of the remaining provisions.

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

Section 5. The title and purpose of this ordinance shall be published prior to its consideration on second reading. The full text of this ordinance shall be published within ten (10) days after its enactment after second reading.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 28th day of November, 2011.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 12th day of December, 2011.

_____
Mayor

ATTEST: APPROVED AS TO LEGAL FORM:

_____ _____
City Clerk City Attorney's Office

LEGAL DESCRIPTION

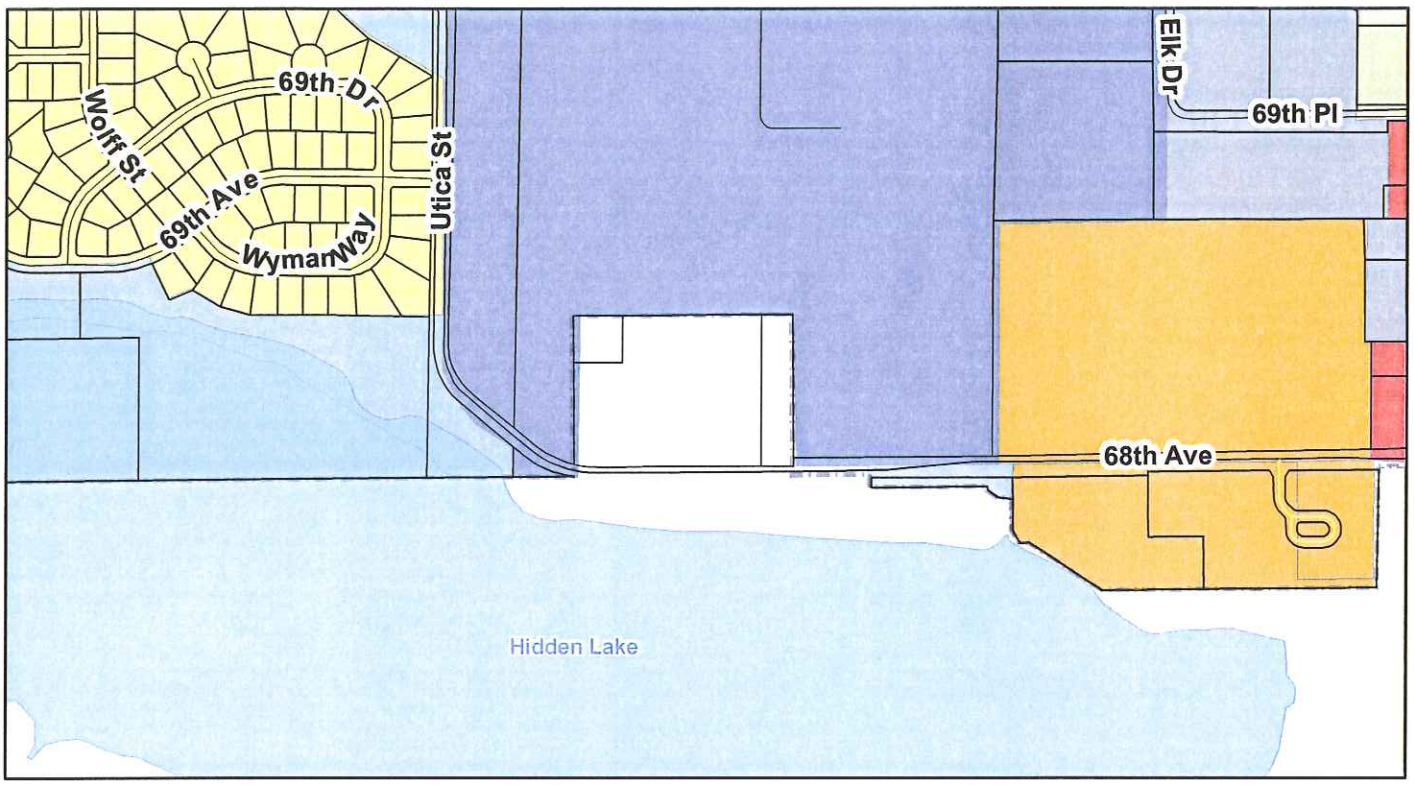
WESTMINSTER HIGH SCHOOL ANNEXATION

A PARCEL OF LAND BEING A PART THE NE1/4 OF SECTION 6, T.3S., R.68 W., OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF THE NE1/4 OF SECTION 6, T.3S., R.68W., OF THE 6TH P.M.; THENCE S88°04'38"W ALONG THE SOUTH LINE OF THE NE1/4 OF SAID SECTION 6 A DISTANCE OF 1863.17 FEET TO THE POINT OF BEGINNING; THENCE S88°04'38"W ALONG SAID SOUTH LINE A DISTANCE OF 604.16 FEET; THENCE N00°38'30"W A DISTANCE OF 443.26 FEET; THENCE N88°04'38"E A DISTANCE OF 604.16 FEET; THENCE S00°38'30"E A DISTANCE OF 443.26 FEET TO THE POINT OF BEGINNING.

SAID ANNEXATION PARCEL CONTAINS (267,732 SQUARE FEET) 6.146 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES OF RECORD.

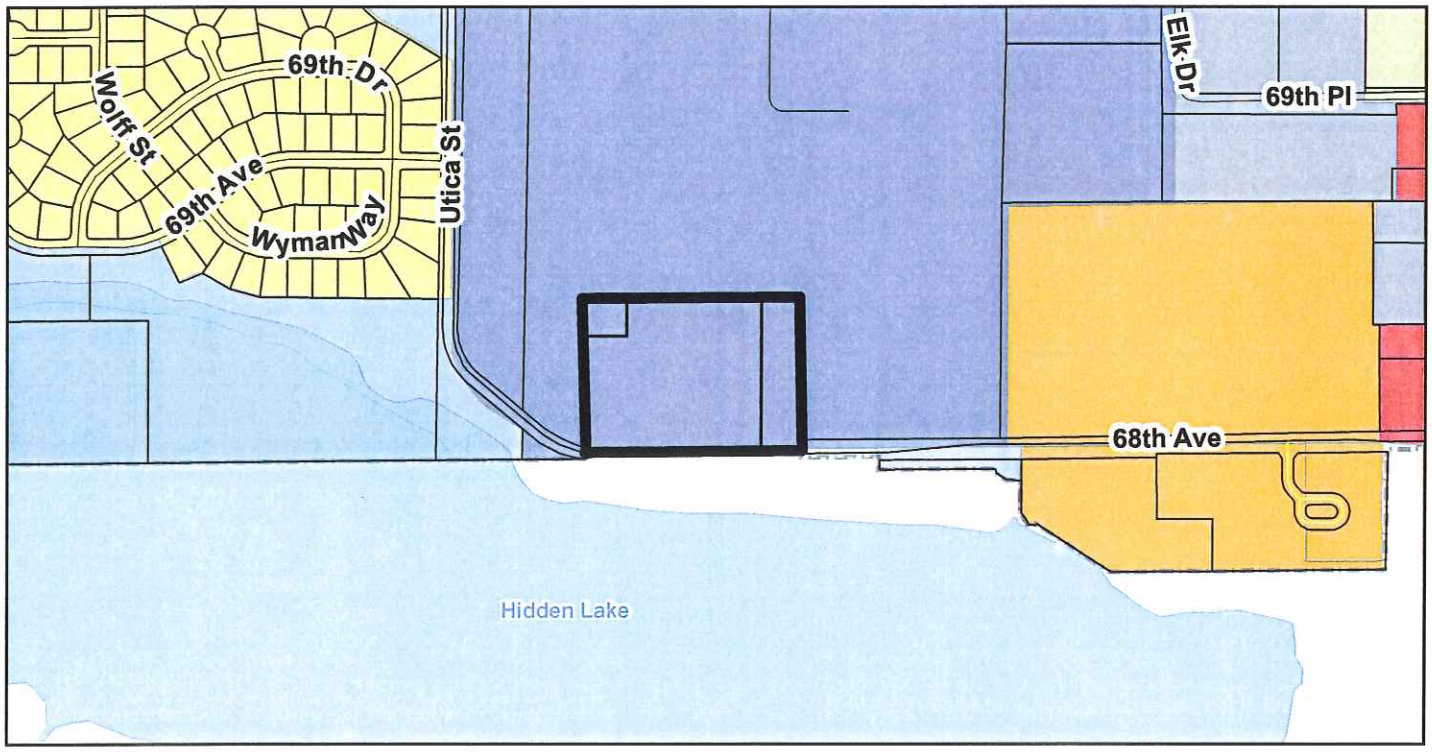
Exhibit B - CLUP Amendment



Change From: Adams County Residential

R-1	R-18	Office/Residential	Private Parks/Open Space
R-2.5	Retail Comm.	District Center	Golf Courses
R-3.5	Office	Traditional Mixed Use	Public/Quasi Public
R-5	Industrial	City Owned Open Space	N.E. Comp. Dev. Plan
R-8	Business Park	Public Parks	

Change To: City of Westminster Public/Quasi-Public



BY AUTHORITY

ORDINANCE NO. COUNCILLOR'S BILL NO. **38**

SERIES OF 2011 INTRODUCED BY COUNCILLORS

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A BILL
FOR AN ORDINANCE ANNEXING A PARCEL OF LAND IN THE NORTHEAST QUARTER OF SECTION 6, T. 3 S., R. 68 W., 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, KNOWN AS THE SCHOOL DISTRICT 50 – 68TH & UTICA PROPERTY

WHEREAS, pursuant to the laws of the State of Colorado, there was presented to the City Council of the City of Westminster a petition for annexation to the City of Westminster of the hereinafter-described contiguous, unincorporated area being in the County of Adams, State of Colorado; and

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

WHEREAS, the Council of the City of Westminster has satisfied itself concerning that the proposed annexation conforms with the Comprehensive Land Use Plan of the City of Westminster.

NOW, THEREFORE, THE CITY OF WESTMINSTER ORDAINS:

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

The School District 50 - 68th & Utica Property:

A parcel of land located in the northeast quarter of Section 6, Township 3 South, Range 68 West of the Sixth Principal Meridian, County of Adams, State of Colorado being more particularly described as follows:

Commencing at the southeast corner of the northeast quarter of Section 6, Township 3 South, Range 68 West of the Sixth Principal Meridian; thence S88º04'38"W along the south line of the northeast quarter of said Section 6 a distance of 1683.17 feet to the Point of Beginning; thence S88º04'38"W along said south line a distance of 604.16 feet; thence N00º38'30"W a distance of 443.26 feet; thence N88º04'38"E a distance of 604.16 feet; thence N00º38'30"W a distance of 443.26 feet; thence N88º04'38"E a distance of 604.16 feet; thence S00º38'30"E a distance of 443.26 feet to the Point of Beginning.

Said annexation parcel contains 6.146 acres (267,732 sq. ft.), more or less, subject to all easements and encumbrances of record.

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 28th day of November, 2011.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 12th day of December, 2011.

_____
ATTEST: Mayor

APPROVED AS TO LEGAL FORM:

_____ _____
City Clerk City Attorney's Office

BY AUTHORITY

ORDINANCE NO. COUNCILLOR'S BILL NO. **39**

SERIES OF 2011 INTRODUCED BY COUNCILLORS

_____

A BILL
FOR AN ORDINANCE AMENDING THE ZONING OF THE SCHOOL DISTRICT 50 – 68TH AVENUE & UTICA PROPERTY, A 6.146-ACRE PARCEL LOCATED AT 68TH AVENUE AND UTICA STREET, ADAMS COUNTY, COLORADO FROM R-1-C (ADAMS COUNTY) TO R-1

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

a. That an application for rezoning of the property generally located at 68th Avenue and Utica Street, as described in attached Exhibit A, incorporated herein by reference, from the Adams County R-1-C zone to a R-1 zone in the City of Westminster has been submitted to the City for its approval pursuant to W.M.C §11-5-2.

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

c. That such rezoning has been referred to the Planning Commission, which body held a public hearing thereon on October 11, 2011, and has recommended approval of the requested amendment.

d. That Council has completed a public hearing on the requested zoning pursuant to the provisions of Chapter 5 of Title XI of the Westminster Municipal Code and has considered the criteria in W.M.C. §11-5-3.

e. That, based on the evidence produced at the public hearing, a rezoning to the proposed R-1 zoning complies with all requirements of Westminster Municipal Code, including, but not limited to, the provisions of W.M.C. §11-4-3, requiring compliance with the Comprehensive Land Use Plan, and the criteria of W.M.C. §11-5-3.

f. That notwithstanding the provisions of W.M.C. §11-5-2(A), it is appropriate to zone this property consistently with the existing zoning of the abutting developed property of the school district.

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

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 28th day of November, 2011.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 12th day of December, 2011.

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Mayor

ATTEST: APPROVED AS TO LEGAL FORM:

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City Clerk City Attorney's Office

LEGAL DESCRIPTION

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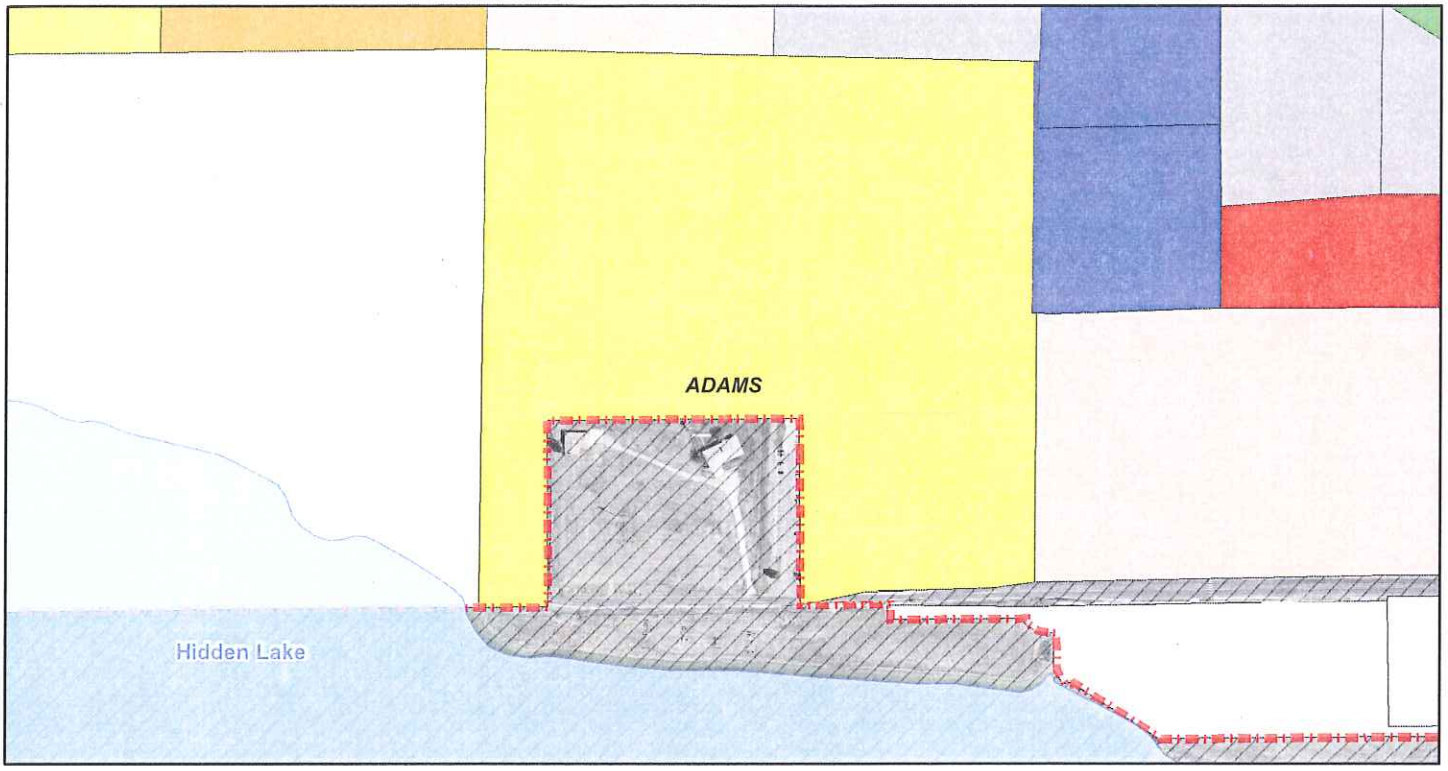
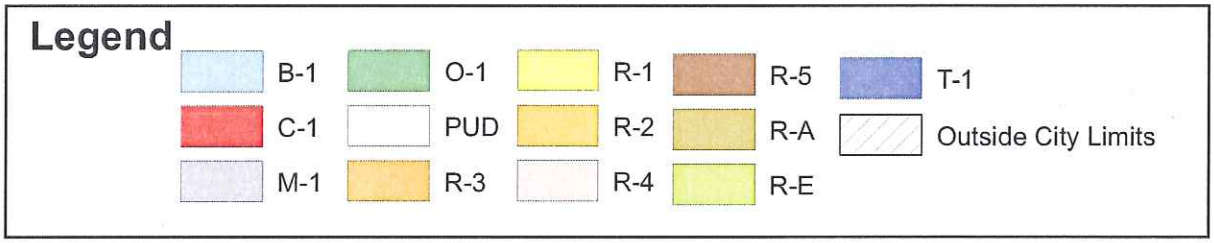
SAID ANNEXATION PARCEL CONTAINS (267,732 SQUARE FEET) 6.146 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES OF RECORD.

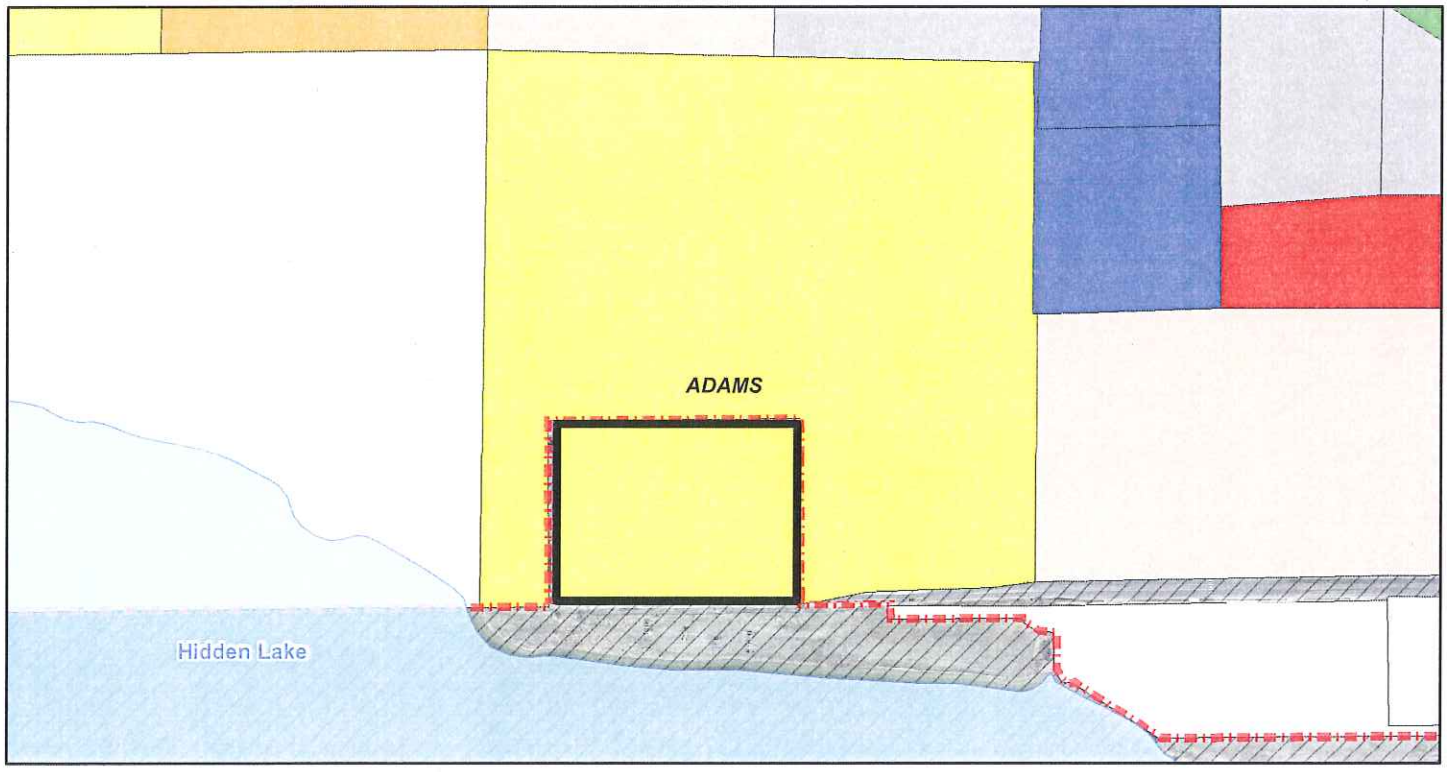
Exhibit B - Zoning



Description of Change: From Adams County R-1-C



New Zoning Designation = R-1



Criteria and Standards for Land Use Applications

Comprehensive Land Use Plan Amendments

- The owner/applicant has "the burden of proving that the requested amendment is in the public good and in compliance with the overall purpose and intent of the Comprehensive Land Use Plan..." (WMC 11-4-16(D.4)).
- Demonstrate that there is justification for the proposed change and that the Plan is in need of revision as proposed;
- Be in conformance with the overall purpose, intent, and policies of the Plan;
- Be compatible with the existing and surrounding land uses; and
- Not result in excessive detrimental impacts to the City's existing or planned infrastructure systems, or the applicant must provide measures to mitigate such impacts to the satisfaction of the City (Page VI-5 of the CLUP).

Approval of Planned Unit Development (PUD), Preliminary Development Plan (PDP) and Amendments to Preliminary Development Plans (PDP)

11-5-14: STANDARDS FOR APPROVAL OF PLANNED UNIT DEVELOPMENTS, PRELIMINARY DEVELOPMENT PLANS AND AMENDMENTS TO PRELIMINARY DEVELOPMENT PLANS: (2534)

(A) In reviewing an application for approval of a Planned Unit Development and its associated Preliminary Development Plan or an amended Preliminary Development Plan, the following criteria shall be considered:

1. The Planned Unit Development (PUD) zoning and the proposed land uses therein are in conformance with the City's Comprehensive Plan and all City Codes, ordinances, and policies.
2. The PUD exhibits the application of sound, creative, innovative, and efficient planning principles.
3. Any exceptions from standard code requirements or limitations are warranted by virtue of design or special amenities incorporated in the development proposal and are clearly identified on the Preliminary Development Plan.
4. The PUD is compatible and harmonious with existing public and private development in the surrounding area.
5. The PUD provides for the protection of the development from potentially adverse surrounding influences and for the protection of the surrounding areas from potentially adverse influence from within the development.
6. The PUD has no significant adverse impacts upon existing or future land uses nor upon the future development of the immediate area.
7. Streets, driveways, access points, and turning movements are designed in a manner that promotes safe, convenient, and free traffic flow on streets without interruptions and in a manner that creates minimum hazards for vehicles and pedestrian traffic.
8. The City may require rights-of-way adjacent to existing or proposed arterial or collector streets, any easements for public utilities and any other public lands to be dedicated to the City as a condition to approving the PDP. Nothing herein shall preclude further public land dedications as a condition to ODP or plat approvals by the City.

9. Existing and proposed utility systems and storm drainage facilities are adequate to serve the development and are in conformance with overall master plans.
10. Performance standards are included that insure reasonable expectations of future Official Development Plans being able to meet the Standards for Approval of an Official Development Plan contained in section 11-5-15.
11. The applicant is not in default or does not have any outstanding obligations to the City.

(B) Failure to meet any of the above-listed standards may be grounds for denial of an application for Planned Unit Development zoning, a Preliminary Development Plan or an amendment to a Preliminary Development Plan.

Zoning or Rezoning to a Zoning District Other Than a Planned Unit Development (PUD)

11-5-3: STANDARDS FOR APPROVAL OF ZONINGS AND REZONINGS: (2534)

(A) The following criteria shall be considered in the approval of any application for zoning or rezoning to a zoning district other than a Planned Unit Development:

1. The proposed zoning or rezoning is in conformance with the City's Comprehensive Plan and all City policies, standards and sound planning principles and practice.

2. There is either existing capacity in the City's street, drainage and utility systems to accommodate the proposed zoning or rezoning, or arrangements have been made to provide such capacity in a manner and timeframe acceptable to City Council.

City Initiated Rezoning

(B) The City may initiate a rezoning of any property in the City without the consent of the property owner, including property annexed or being annexed to the City, when City Council determines, as part of the final rezoning ordinance, any of the following:

1. The current zoning is inconsistent with one or more of the goals or objectives of the City's Comprehensive Land Use Plan.
2. The current zoning is incompatible with one or more of the surrounding land uses, either existing or approved.
3. The surrounding development is or may be adversely impacted by the current zoning.
4. The City's water, sewer or other services are or would be significantly and negatively impacted by the current zoning and the property is not currently being served by the City.

Official Development Plan (ODP) Application

11-5-15: STANDARDS FOR APPROVAL OF OFFICIAL DEVELOPMENT PLANS AND AMENDMENTS TO OFFICIAL DEVELOPMENT PLANS: (2534)

(A) In reviewing an application for the approval of an Official Development Plan or amended Official Development Plan the following criteria shall be considered:

1. The plan is in conformance with all City Codes, ordinances, and policies.

2. The plan is in conformance with an approved Preliminary Development Plan or the provisions of the applicable zoning district if other than Planned Unit Development (PUD).
3. The plan exhibits the application of sound, creative, innovative, or efficient planning and design principles.
4. For Planned Unit Developments, any exceptions from standard code requirements or limitations are warranted by virtue of design or special amenities incorporated in the development proposal and are clearly identified on the Official Development Plan.
5. The plan is compatible and harmonious with existing public and private development in the surrounding area.
6. The plan provides for the protection of the development from potentially adverse surrounding influences and for the protection of the surrounding areas from potentially adverse influence from within the development.
7. The plan has no significant adverse impacts on future land uses and future development of the immediate area.
8. The plan provides for the safe, convenient, and harmonious grouping of structures, uses, and facilities and for the appropriate relation of space to intended use and structural features.
9. Building height, bulk, setbacks, lot size, and lot coverages are in accordance with sound design principles and practice.
10. The architectural design of all structures is internally and externally compatible in terms of shape, color, texture, forms, and materials.
11. Fences, walls, and vegetative screening are provided where needed and as appropriate to screen undesirable views, lighting, noise, or other environmental effects attributable to the development.
12. Landscaping is in conformance with City Code requirements and City policies and is adequate and appropriate.
13. Existing and proposed streets are suitable and adequate to carry the traffic within the development and its surrounding vicinity.
14. Streets, parking areas, driveways, access points, and turning movements are designed in a manner promotes safe, convenient, promotes free traffic flow on streets without interruptions and in a manner that creates minimum hazards for vehicles and or pedestrian traffic.
15. Pedestrian movement is designed in a manner that forms a logical, safe, and convenient system between all structures and off-site destinations likely to attract substantial pedestrian traffic.
16. Existing and proposed utility systems and storm drainage facilities are adequate to serve the development and are in conformance with the Preliminary Development Plans and utility master plans.
17. The applicant is not in default or does not have any outstanding obligations to the City.

(B) Failure to meet any of the above-listed standards may be grounds for denial of an Official Development Plan or an amendment to an Official Development Plan.

WESTMINSTER

Agenda Item 10 E

Agenda Memorandum

City Council Meeting
November 28, 2011

SUBJECT: Councillor's Bill No. 40 re 2011 3rd Quarter Budget Supplemental Appropriation

Prepared By: Karen Barlow, Accountant

Recommended City Council Action

Pass Councillor's Bill No. 40 on first reading, providing for a supplemental appropriation of funds to the 2011 budget of the General, General Capital Outlay Replacement, Open Space, and General Capital Improvement Funds.

Summary Statement

- 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 2011 3rd Quarter supplemental appropriation.
- General Fund amendments:
  - $125,742 Reimbursements
  - $58,201 Grants
  - $8,285 Sale of Assets
  - $8,250 Contributions
  - $3,509 Miscellaneous
- General Capital Outlay Replacement Fund amendments:
  - $4,453 Grants
  - $30,000 Transfers
  - $683,383 Lease Proceeds
  - $4,084 Interest Earnings
- Open Space Fund amendments:
  - $190,000 Transfers
- General Capital Improvement Fund amendments:
  - $46,118 Reimbursements
  - $2,115 General Miscellaneous

Expenditure Required: $1,164,140

Source of Funds: The funding sources for these budgetary adjustments include reimbursements, grants, contributions, lease proceeds, interest earnings, sale of assets, transfers, and other miscellaneous revenues.

Policy Issue

Does City Council support amending the appropriations for the 2011 budget of the General, General Capital Outlay Replacement, Open Space and General Capital Improvement Funds as outlined?

Alternative

The alternative would be not to amend the 2011 budget appropriations for the General, General Capital Outlay Replacement, Open Space and General Capital Improvement Funds and to utilize these funds for other purposes. Staff does not recommend this alternative as the various departments have already incurred expenses and covered them with their current budget or planned projects in anticipation of appropriation of these additional funds.

Background Information

The attached Councillor's Bill is a routine action addressing the need to adjust revenue and expenditure appropriations as a result of activities or events that were not anticipated during the normal budget process.

On January 24, 2011, City Council approved the purchase of an aerial ladder fire truck. At that time, Council also approved the addition of this purchase to the City's master lease program with Suntrust Equipment Finance & Leasing Corp. Therefore, $683,383 was added to the master lease. Additionally, $4,084 in interest earnings on deposit funds was credited towards the purchase price. In order to properly reflect the receipt of the lease proceeds and interest earnings and the subsequent use on the City's books, the lease proceeds and interest earnings are being appropriated.

$190,000 was appropriated to the General Capital Improvement Fund (GCIF) for Capital Improvements for Phase 1 of the Metzger Farm Master Plan, as part of an amendment to the 2008 adopted budget. These costs were estimated prior to the final adoption of the master plan. Staff recommends un-appropriating this money from the project and re-appropriating it as a transfer to the Open Space fund to be used for other Open Space projects, then utilizing the exact amount necessary for the Master Plan implementation, per council agenda item 8D on March 28, 2011.

The Police Department provides the City of Westminster businesses contractual police security for their businesses and special events. This police security is considered extra duty and the revenue received from this service reimburses the police department for the hours worked by the officers. In order to cover the extra duty overtime expense incurred year to date, the amount of $107,231 is being appropriated to the department's Extra Duty Overtime expenditure account.

The Police Department received $14,948 from the State of Colorado, Department of Transportation, for the Federal Driving Under the Influence (DUI) Checkpoint Colorado Grant. The grant reimbursed overtime incurred by enforcement officers working the July 4th, Memorial Day, June, and Labor Day DUI Checkpoint campaigns. The funds are being appropriated to the department's Overtime account.

The Police Department received $4,711 from the State of Colorado Department of Transportation for their participation in the 2011 High Visibility Impaired Driving Enforcement (HVIDE) campaign. The grant reimburses overtime incurred by enforcement officers while working the June and July 4th 2011 enforcement campaigns. The funds are being appropriated to the department's Overtime account.

The Police Department received $4,921 for their participation in the Federal Click It or Ticket Night Time Enforcement Grant Program. The grant reimburses overtime incurred by enforcement officers while working the seatbelt enforcement program. The funds are being appropriated to the department's Overtime account.

The Police Department received $500 from the Target store's Public Safety Grant for the Police Department's National Night Out Program. The funding was requested for supplies for the neighborhood Ice Cream Social event on National Night Out, August 2, 2011 and will be appropriated to the department's Supplies account.

The Police Department received $4,679 from the North Metro Task Force High Intensity Drug Tracking Area (HIDTA) grant funding for overtime incurred by the department's Task Force members working on Federal HIDTA cases. The reimbursement from the Task Force was for overtime incurred April through June 2011 and the reimbursement is being appropriated to the department's Overtime account.

The Police Department received a partial reimbursement of $8,125 by the Department of Justice Bulletproof Vest Program for Ballistic Vests purchased by the Police Department. The Bulletproof Vest Program reimburses up to 50% of the total cost of the ballistic vests. This reimbursement is being appropriated to the department's Uniform and Equipment account.

The Jefferson County Emergency Communications Authority Board approved the reimbursement of $3,052 to the Police Department for the Association of Public Communications Officials (APCO) Meds annual software maintenance service warranty payment. This software is the Emergency Medical Dispatch Program that is utilized in the Police Department's Communications Center for handling medical calls for assistance. With this program, the Dispatchers can quickly determine the nature and priority of the call, dispatch the appropriate response, and then give the caller instructions to help treat the patient until the responding Emergency Medical Services (EMS) unit arrives. The reimbursement is being appropriated to the department's Software Maintenance account.

The Jefferson County Emergency Communications Authority Board reimbursed $2,181 to the Police Department for the Intergraph Corporation Users Conference June 6 through June 9, 2011. The conference was in Orlando, Florida and was attended by the department's Communications Supervisor and the Records Supervisor. The reimbursement is for the airfare and hotel expenses and the funds are being appropriated to the department's Career Development account.

The Police Department was reimbursed $1,500 by the Jefferson County Emergency Communications Authority Board for the airfare and hotel expenses incurred by the Communications Administrator at the APCO International Conference in Philadelphia, Pennsylvania, August 6 through August 10, 2011. The funds are being appropriated to the department's Career Development account.

The Police Department received $1,293 from the City and County of Denver for Scholarship reimbursement for the 2011 National UASI and Homeland Security Conference held in San Francisco, California. The conference was attended by the department's Senior Management Analyst June 19 through June 23, 2011. The funds are being appropriated to the department's Career Development account.

The Adams County Victim and Witness Assistance Law Enforcement (VALE) Board reimbursed $2,275 in Scholarship funding to the Police Department for the 2011 Colorado Victim Assistance (COVA) Conference expenses. The 2011 conference, held in Keystone, Colorado, was attended by the department's Victim Advocates October 17 through October 19, 2011. The reimbursement funds are being appropriated to the department's Career Development account.

The Police Department was reimbursed $5,000 by the State of Colorado, Department of Transportation, for the purchase of Portable Breath Testers. The reimbursement is being appropriated to the department's Supplies account.

The Police Department had budgeted $30,000 in the Other Equipment Patrol Service Operating budget and $60,000 in the General Capital Outlay Replacement Fund (GCORF) for a Special Weapons and Tactics

(SWAT) Negotiation Van. The Police Department decided that it would be most efficient to purchase a truck and trailer for this purpose. The truck was purchased in 2011 for $24,280 with the GCORF budget, which leaves $35,720 remaining in GCORF for the trailer purchase and modifications. The trailer purchase and modifications will be finalized in 2012, so the Police Department is requesting the transfer of the $30,000 from the Operating budget to the GCORF. This will be combined with the $35,720 budget remaining in the GCORF for the SWAT unit to purchase a trailer and make the necessary modifications.

General Services received $4,524 from the State of Colorado for the City's drop-off recycling program. These funds are being appropriated to the department's Solid Waste Collection Customer Service account.

General Services received $1,100 in scholarship funds for training with the Certified Energy Manager program. These funds are being appropriated to the department's Career Development account.

The Parks and Recreation Department was reimbursed $46,118 for tree removal; $38,918 was received from Harlan Commercial Center and $7,200 was received from Verizon. These funds are being appropriated to the Tree Mitigation Program in the GCIF. Also, a correction to the 2nd Quarter appropriation for tree damage mitigation totaling $2,115 is being made with this action to move the revenue appropriation from the General to the General Capital Improvement Fund. These funds will be utilized throughout the City towards forestry projects, including tree replacements and new tree plantings, as needed.

The Parks and Recreation Department received $8,285 as a result of the auction process. Surplus pieces of equipment were auctioned, including three mowers, two grass catchers, and two mowing decks. The funds are being appropriated to the Other Equipment account for future equipment purchases.

Economic Development received $8,250 in funds from various businesses who participated as a sponsor or exhibitor at the City of Westminster 2011 Business Appreciation Event. The funds are being appropriated to the Economic Development Special Promotions account and will be used to pay for design and printing of letters, invitations, programs, and signs, as well as postage, presentation services, lunch, awards, and miscellaneous items involved in running the event.

The Fire Department received reimbursement in the amount of $2,276 from Arapahoe County on behalf of the Wildland Team for urban interface training. These reimbursement funds will be used to replace fire personnel overtime salaries.

The Fire Department received $2,875 from the West Metro Fire Protection District on behalf of the Colorado Urban Search and Rescue Task Force One. This reimbursement is for overtime and backfill salaries incurred by the Fire Department personnel and for the required medical exams for two team members. These funds are being appropriated to the Salaries Overtime account and the Professional Services account.

The Fire Department received $15,166 from the State of Colorado Forest Service on behalf of the Wildland Team. These funds were received as reimbursement for Salary Overtime and expenses incurred during the Wildland Team deployment to the fires in Pueblo, Mesa Demaya, and Shell Brice. The funds are being appropriated to Salaries Overtime account, Supplies account, and a new Capital Outlay Replacement project, Wildland Truck Replacement, which will assist with future apparatus replacement.

The Fire Department received $3,210 in class registration fees for conducting cardiopulmonary resuscitation (CPR) training classes. These funds will be used to replenish supplies that were used during the class, and they are being appropriated to the Supplies account.

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

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Federal Grants	1000.40610.0000	$45,687	$35,548	$81,235
State Grants	1000.40620.0000	3,726	22,153	25,879
Other Grants	1000.40650.0057	0	500	500
Off Duty Police Services	1000.41340.0000	150,000	107,231	257,231
Off Duty Fire Services	1000.41340.0013	0	3,210	3,210
Sale of Assets	1000.43040.0000	30,000	8,285	38,285
General	1000.43060.0000	348,619	3,509	352,128
Reimbursements	1000.43080.0000	123,314	15,301	138,615
Contributions	1000.43100.0000	5,000	8,250	13,250
Total Change to Revenues			$203,987	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Special Promotions	10005340.67600.0000	$20,900	$8,250	$29,150
Transfers Capital Replacement	10010900.79800.0450	0	34,453	34,453
Career Development	10012390.61800.0000	5,300	1,100	6,400
Solid Waste Collect Cust Serv	10012390.67300.0702	39,540	4,524	44,064
Career Dev	10020050.61800.0000	5,480	1,293	6,773
Salaries OT-Investigation Section	10020300.60400.0344	177,390	4,679	182,069
Career Dev-Records & Property	10020300.61800.0343	5,150	1,082	6,232
Career Development-Investigation Section	10020300.61800.0344	16,512	2,275	18,787
Career Dev-Comm Sect	10020300.61800.0345	4,775	2,599	7,374
Maint/Repair Equipment-Records & Property Section	10020300.66100.0343	257,916	3,052	260,968
Supplies-Prof Svcs	10020300.70200.0341	12,269	500	12,769
Salaries OT-Extra Duty	10020500.60400.0005	150,000	107,231	257,231
Salaries OT-Traffic	10020500.60400.0348	58,496	24,580	83,076
Unif&Equip Allow-Patrol Adm Se	10020500.61000.0000	96,020	8,125	104,145
Supplies-Traffic	10020500.70200.0348	2,413	5,000	7,413
Other Equip-Patol Adm Section	10020500.76000.0000	30,000	(30,000)	0
Salaries Overtime	10025260.60400.0000	177,126	13,489	190,615
Salaries Overtime-EMS	10025260.60400.0546	71,750	442	72,192
Prof Serv	10025260.65100.0000	45,281	910	46,191

Description	Account Number	Current Budget	Amendment	Revised Budget
Supplies	10025260.70200.0000	33,825	1,023	34,848
Supplies EMS	10025260.70200.0546	5,370	3,210	8,580
Other Equip	10050550.76000.0000	59,371	8,285	67,656
Tree Mitigation Program *Correction to Q2 Supplemental	80575050425.80400.8888	2,115	(2,115)	0
Total Change to Expenses			$203,987	

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

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Interest Earnings	4500.42510.0000	$0	$4,084	$4,084
TRF General Fund	4500.45000.0100	0	34,453	34,453
Lease Proceeds	4500.46005.0000	0	683,383	683,383
Total Change to Revenues			$721,920	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Vehicles	45010900.75600.0000	$0	$687,467	$687,467
Capital Outlay - PST	80645010911.80400.8888	1,827,057	30,000	1,857,057
Wildland Truck Replacement	81145010911.80400.8888	0	4,453	4,453
Total Change to Expenses			$721,920	

These appropriations will amend Open Space Fund revenue and expense accounts as follows:

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
TRF Gen Capital Improve	5400.45000.0750	$215,000	$190,000	$405,000
Total Change to Revenues			$190,000	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Land Purchases	54010900.76600.0000	$878,488	$190,000	$1,068,488
Total Change to Expenses			$190,000	

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

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Cash in lieu-Fut Cap Proj	7500.40210.0751	$1,825,509	$46,118	$1,871,627
General	7500.43060.0000	347,359	2,115	349,474
Total Change to Revenues			$48,233	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Transfers Open Space	75010900.79800.0540	$0	$190,000	$190,000
Tree Mitigation Program	80575050425.80400.8888	0	48,233	48,233
Metzger Farm Improvement	80875030807.80400.8888	470,950	(190,000)	280,950
Total Change to Expenses			$48,233	

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

The proposed council action supports the City Council's strategic goals of Financially Sustainable City Government Providing Exceptional Services; Safe and Secure Community; Strong, Balanced Local Economy; Vibrant Neighborhoods in One Livable Community; and Beautiful and Environmentally Sensitive City.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment - Ordinance

BY AUTHORITY

ORDINANCE NO. COUNCILLOR'S BILL NO. **40**

SERIES OF 2011 INTRODUCED BY COUNCILLORS

_____

A BILL
FOR AN ORDINANCE AMENDING THE 2011 BUDGETS OF THE GENERAL, GENERAL CAPITAL OUTLAY REPLACEMENT, OPEN SPACE, AND GENERAL CAPITAL IMPROVEMENT FUNDS AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2011 ESTIMATED REVENUES IN THE FUNDS

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2011 appropriation for the General, General Capital Outlay Replacement, Open Space, and General Capital Improvement Funds initially appropriated by Ordinance No. 3550 are hereby increased in aggregate by $1,164,140. This appropriation is due to the receipt of funds from reimbursements, grants, contributions, lease proceeds, interest earnings, sale of assets, transfers, and other miscellaneous revenue.

Section 2. The $1,164,140 increase shall be allocated to City Revenue and Expense accounts as described in the City Council Agenda Item # 10 E dated November 28, 2011 (a copy of which may be obtained from the City Clerk) amending City fund budgets as follows:

General Fund	$203,987
General Capital Outlay Replacement Fund	721,920
Open Space Fund	190,000
General Capital Improvement Fund	$48,233
Total	$1,164,140

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

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 28th day of November, 2011.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 12th day of December, 2011.

ATTEST:

_____
Mayor

_____
City Clerk

WESTMINSTER

Agenda Item 10 F

Agenda Memorandum

City Council Meeting
November 28, 2011

SUBJECT: Councillor's Bill No. 41 re Intergovernmental Agreement with the Regional Transportation District related to the City's Local Agency Contribution for the FasTracks Northwest Rail Electrified Segment

Prepared By: Matt Lutkus, Deputy City Manager

Recommended City Council Action

Pass Councillor's Bill No. 41 on first reading, authorizing the City Manager to execute an Intergovernmental Agreement with the Regional Transportation District, in substantially the same form as the attached Intergovernmental Agreement, related to the City's Local Agency Contribution for the FasTracks Northwest Rail Electrified Segment.

Summary Statement

- The Regional Transportation District (RTD) financial plan, completed in preparation for the FasTracks ballot issue that District voters approved in 2004, included a Local Agency Contribution (LAC) of 2.5% of total project costs.
- The first FasTracks rail line to Westminster consists of the 1.8 mile Northwest Rail Electrified Segment (NWES) to 70th and Irving Street.
- City Staff are nearing completion of negotiations with Adams County Staff on an agreement whereby each of the entities will contribute half of the LAC.
- The total project cost for this segment of Northwest Rail including the acquisition of railroad right of way is estimated at $137 million. This results in a LAC of $3.425 million to be split equally between the City and Adams County. The City's share of the LAC would therefore be $1,712,500. The payments can be in the form of cash or in-kind contributions.
- In a previous agreement with Adams County related to Little Dry Creek improvements, the County agreed to pay $1.5 million toward the Barnum Property purchase in return for the City's agreement to offset this amount from the County's local match for Northwest Rail.
- As part of the Intergovernmental Agreement (IGA), RTD is agreeing to count sufficient in-kind contributions as well as fee waivers and use tax rebates to achieve the City's share of the LAC and most, if not all, of the City's offset to the County's share of the LAC.

Expenditure Required: $3,212,500

Source of Funds: Approximately $200,000 in construction use tax rebates, approximately $2 million in in-kind contributions resulting from the drainage improvement projects, and the balance in permit fee waivers and dedications of City property. After construction on the NWES is completed, any balance due for the LAC would be paid in cash.

Policy Issue

Should City Council approve a Local Agency Contribution for the construction of the FasTracks Commuter Rail Line to South Westminster that includes a rebate of general Sales & Use Tax Fund construction use tax (3%) to RTD's concessionaire, permit fee waivers, dedication of City-owned properties to the project and an in-kind contribution for the value of a portion of the City's Little Dry Creek drainage improvements with the potential for a supplemental cash payment in 2016?

Alternatives

1. Council could direct City Staff to continue to negotiate with Adams County on a Local Agency Contribution split that is more favorable to the City.

   City Staff believe that the contributions from the County and the City as described in this memorandum reflect a fair and reasonable approach to sharing the required Local Agency Contribution. At the same time, the inclusion of the City's offset to the County's share of the LAC addresses the City's previous commitment in the Little Dry Creek Drainage IGA with the County.

2. Council could direct Staff to negotiate an agreement with RTD that does not include a rebate of the City's construction use tax as part of the Local Agency Contribution.

   This alternative is not recommended given the City's availability of unallocated construction use tax revenues from this source and the fact that all other potential non-cash, in-kind contributions have already been factored into the total amount available.

Background Information

In April 2004, the RTD Board of Directors adopted a financial plan for the proposed FasTracks rail and bus rapid transit system that was subsequently approved by the voters in November 2004. The RTD FasTracks financial plan requires a Local Agency Contribution (LAC) of 2.5% in the form of cash, permit fee waivers, right-of-way dedication and/or other in-kind contributions. The payments must be completed within one year of the start of service on the rail line. At this point, only one segment of the Northwest Rail Corridor is funded to the level where it will be completed within the original FasTracks construction schedule. As a result of the RTD Board of Directors' August 2009 decision to include the Northwest Rail Electrified Segment (NWES) in EAGLE P3 Project, the 1.8 mile line from Pecos Street to 70th and Irving Street is scheduled for completion no later than March 2016.

The basis for the cost estimate for the NWES is the projection provided in the 2011 Denver Regional Council of Governments FasTracks Annual Program Evaluation. The local agency share for this segment is, therefore, $3.425 million. Since the service will run through unincorporated Adams County and Westminster, the LAC will be shared by both entities. RTD's suggested criteria for determining each entity's respective shares are the miles of track within each jurisdiction, the projected ridership and the number of stations and location of the stations. By the time that construction for the system is started, it is anticipated that approximately 25% of the rail line will be in Westminster. The only station that is in NWES will be located within the City limits and the majority of the riders will be Westminster residents. After assessing these factors, the City and County Staff have tentatively agreed to a 50/50 split in the LAC. In its IGA with RTD for both Northwest Rail and the Gold Line Corridor, Adams County has agreed to fund 50% of the LACs.

In May 2010, the City Council approved an IGA with Adams County regarding the Little Dry Creek Drainage And Park Improvements. Included in that agreement was a provision that stated that "any contributions by the County pursuant to the agreement shall be considered by the City as part of the County's local match towards the FasTracks (program)." As part of the same agreement, the County agreed to pay $1.5 million, or half of the $3 million purchase price, for the Barnum Publishing Company property. City Staff previously discussed with City Council a tentative agreement with the County whereby the County would agree to defer the City's commitment to offset the County LAC for NWES. Since that time, RTD has expressed a willingness to work toward using City in-kind contributions and fee and tax waivers and rebates to meet the City's share of its LAC and, at the same time, allow the City to meet most and perhaps all of its commitment to offset the County's contribution.

Under the terms of the draft IGA, it is anticipated that the City's share of the LAC will be comprised of the following estimated amounts:

City Rebate of Construction Use Tax to Denver Transit Partners	$ 200,000
Permit Fee Waivers	$ 147,000
Conveyance of Various Parcels of Land and Right-of-Way	$ 90,000
Credit for City's Little Dry Creek Drainage Improvements Capital Projects	$2,000,000
Other In-Kind and Cash Contributions	$ 775,500
TOTAL	$3,212,500

The estimated rebate of construction use tax is based on a projected contractor expense of $6.7 million for materials used within the City limits. This estimated rebate assumes that the City will be annexing properties adjacent to and including the right-of-way east to Federal Boulevard. This assumption is consistent with the provisions in the Little Dry Creek Drainage And Park Improvements IGA approved by both the City and County in March 2010. Revenues from this construction use tax have not been previously included in City revenue projections and, thus, would be available for a rebate to Denver Transit Partners.

Similar to what cities on other FasTracks' Corridors have done, Staff is recommending that the permit fees for the project be waived and that the amount equal to the Staff time involved in construction design review and inspections be incorporated as a credit for the LAC. It is currently estimated that the Staff time involved in the review of the project design and the inspection of construction activity would total approximately $147,000.

As part of the construction of NWES, several City-owned parcels will be required. These include the land on which the station platform will be located as well as a few locations where City-owned land will be needed for construction.

The issue of how much of the City's expenditures on Little Dry Creek drainage improvements can be counted toward the LAC has been a matter of considerable discussion over the past several months. In total, the City has invested or will invest an estimated $10 million in drainage improvements exclusive of the contributions that have been made by the Urban Drainage and Flood Control District and Adams County. These improvements are being made to accommodate the drainage needs of the entire south Westminster TOD area including Little Dry Creek Park as well as the FasTracks system. After lengthy negotiations with RTD, District Staff have agreed to give the City an LAC credit of up to $2 million for drainage improvements that will remove the railroad tracks from the 100-year flood plain.

The specific value of the in-kind contributions that will be counted as LAC credit will be determined as part of a reconciliation process. The reconciliations will occur annually with the final reconciliation taking place within one year of the start of rail service to the Station.

Other provisions in this IGA address the City's review of the NWES design plans, the permitting process and field inspections.

The City Staff's recommended Council action on this IGA addresses City Council's Strategic Plan Goal of a "Strong, Balanced Local Economy" and specifically, the objective "Develop multi-modal transportation systems that provide access to shopping and employment centers." The proposed Council action is also consistent with the goal of "Vibrant Neighborhoods in One Livable Community" by helping achieve the objective of "Develop transit-oriented development around commuter rail stations."

Respectfully submitted,

J. Brent McFall
City Manager

Attachments:

- Councillor's Bill
- Intergovernmental Agreement (not including Exhibits A&B) – NW Rail Segment
- The Exhibits were previously provided to City Council and are available for public review in the City Clerk's office.

BY AUTHORITY

ORDINANCE NO. COUNCILLOR'S BILL NO. **41**

SERIES OF 2011 INTRODUCED BY COUNCILLORS

_____

A BILL
FOR AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL TRANSPORTATION DISTRICT (RTD) REGARDING THE LOCAL AGENCY CONTRIBUTION INTERGOVERNMENTAL AGREEMENT

WHEREAS, RTD is authorized to implement the multimodal public transportation expansion plan (commonly referred to as the "FasTracks Plan") that was adopted by RTD's Board of Directors, approved by voters on November 2, 2004, and approved by the Denver Regional Council of Governments per the requirements of CRS section 32-9-107.7

WHEREAS, the Northwest Rail Electrified Segment ("NWES") of the FasTracks Plan includes a proposed commuter rail station located at 70th Ave. and Irving Street in the City of Westminster (the "Westminster Station"); and

WHEREAS, the FasTrack's Plan requires a 2.5% Local Agency Contribution from local jurisdictions within RTD's boundaries in consideration for the construction by RTD of the FasTracks transit improvements that will benefit them and their citizens; and

WHEREAS, the City and RTD now wish to set forth in this Intergovernmental Agreement their respective rights and obligations relative to the City's Local Agency Contribution for the NWES project and the implementation of the NWES within City limits.

NOW, THEREFORE, pursuant to the terms of the Charter of the City of Westminster, the Colorado Constitution, Article XIV, Section 18(2)(a) and C.R.S. § 29-1-201, et seq.:

THE CITY OF WESTMINSTER ORDAINS:

Section 1: The City Manager of the City of Westminster is hereby authorized to execute on behalf of the City an Intergovernmental Agreement with the Regional Transportation District (RTD) regarding the Local Agency Contribution in substantially the same form as the one attached as Attachment A, including such changes that may be approved prior to its execution by the City Manager and the City Attorney to the extent such changes do not effect any of the financial parameters of the Agreement, and upon its execution to fund and implement said Agreement.

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

Section 3. This ordinance shall be published in full within ten days after its enactment.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 28th day of November, 2011.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 12th day of December, 2011.

ATTEST:

_____
Mayor

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney's Office

DRAFT

CITY OF WESTMINSTER
NORTHWEST RAIL ELECTRIFIED SEGMENT
LOCAL AGENCY CONTRIBUTION
INTERGOVERNMENTAL AGREEMENT

THIS **NORTHWEST RAIL ELECTRIFIED SEGMENT** LOCAL AGENCY CONTRIBUTION INTERGOVERNMENTAL AGREEMENT (this "IGA") is made and entered into this _____day of _____, 2011 (the "Effective Date") by and between the **CITY OF WESTMINSTER** ("City"), a home rule municipal corporation of the State of Colorado organized pursuant to Article XX of the Colorado Constitution and the **REGIONAL TRANSPORTATION DISTRICT** ("RTD"), a political subdivision of the State of Colorado organized pursuant to the Regional Transportation District Act, C.R.S. Section 32-9-101, *et seq*. The City and RTD may hereinafter be referred to individually as a "Party" and collectively as "Parties".

RECITALS

A. RTD is statutorily authorized to develop, maintain, and operate a mass transportation system for the benefit of the inhabitants of the district.

B. The City is authorized by its Charter and RTD is authorized by its enabling statute to enter into this IGA.

C. Pursuant to the Colorado Constitution, Article XIV, Section 18(2)(a), and C.R.S. § 29-1-201, *et seq*. the Parties may cooperate or contract with each other to provide any function, service or facility lawfully authorized to each, and any such contract may provide for sharing of costs.

D. RTD is authorized to implement the multimodal public transportation expansion plan that was adopted by RTD's Board of Directors (the ***Board***), approved by voters on November 2, 2004, and approved by the Denver Regional Council of Governments as per the requirements of C.R.S. § 32-9-107.7 (***FasTracks Plan***).

E. RTD proposes to construct the Northwest Rail Electrified Segment (***NWES***), which consists of commuter rail transit connecting Denver Union Station in Denver with the South Westminster Station located near W. 70th Avenue & Irving Street in the City of Westminster, as the initial phase to the Northwest Rail Corridor identified in the FasTracks Plan and more fully described in the Final Environmental Evaluation dated May 18, 2010 (the ***EE***) and the RTD FasTracks Northwest Rail (NWR) Project, Phase 1 Nationwide Permit No. 14, Department of the Army (DA) Permit # NWO-2005-80771-DEN (the ***404 Permit***).

F. RTD and Denver Transit Partners, LLC (***DTP*** or the ***Concessionaire***) entered into a Concession and Lease Agreement on July 9, 2010 (as amended, the ***Concession Agreement***), pursuant to which the Concessionaire is to design, construct, operate and maintain NWES, among other elements of the FasTracks Plan.

G. RTD requires certain property interests in property owned or to be acquired by the City in order to implement NWES, as further described in Section 2.3.a of this IGA, and the City has agreed to convey such property interests to RTD in accordance with the terms of this IGA and the Station IGA (defined below).

H. The City supports RTD's efforts to design and construct NWES within City limits, and has agreed to cooperate with RTD in regard to these efforts.

I. The FasTracks financial plan assumes and requires a 2.5% local agency contribution from local jurisdictions in the district in consideration for the construction of transit improvements that will benefit them and their citizens.

J. The Parties have determined the necessity for this IGA concerning the rights and obligations of the Parties with respect to the City's local agency contribution for NWES and the implementation of NWES within City limits.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. GENERAL.

1.1. Recitals. The recitals set forth above are incorporated herein by this reference.

1.2. Definitions. Capitalized terms shall have the meanings prescribed to them in this IGA. In addition, the following capitalized terms shall have the meanings set out below.

a. ***Betterment*** means any element of the NWES that is (i) requested by the City (whether on its behalf or on behalf of a third party) and that is (ii) not included in the NWES Plans and (iii) is not otherwise required by Law or by the RTD Design Requirements or City Design Requirements or (iv) that is Betterment agreed to in and governed by the Station IGA.

b. ***City Design Requirements*** means the City of Westminster Storm Drainage Design And Technical Criteria, the Westminster Municipal Code, and the 2009 International Building Code and the Standards and Specifications for the Design and Construction of Public Improvements, in each case as adopted by the City and in effect at the Effective Date, and any variances thereto granted by the City.

c. ***Law*** means laws, regulations, orders, codes, directives, permits, approvals, decisions, decrees, ordinances or by-laws having the force of law and any common or civil law, including any amendment, extension or re-enactment of any of the same, and all other instruments, orders and regulations made pursuant to statute.

d. ***NWES Plans*** means those portions of the Advanced Basic Engineering Track, Drainage, Station and Civil Design Plans (Rev. March 31, 2010) for NWES included in Book 2, Volume 3, Appendix 3-A of Attachment 19 (*Concessionaire's Proposal*) to the Concession Agreement, attached hereto as Exhibit A.

e. ***Project*** means that portion of the NWES to be implemented by the Concessionaire within City limits, excluding the excluding the Pedestrian Underpass Interface and those portions of the Project to be implemented by the City pursuant to the Station IGA, as may be amended.

f. ***Project Permit*** means any approval, permit, permission, consent, license, certificate or authorization (whether statutory or otherwise) which is required from time to time in connection with the Project and to be issued by the City to RTD or the Concessionaire.

g. ***Project Property*** means the land, spaces and surfaces owned or controlled by RTD (including the Concessionaire) that are necessary for operation and maintenance of the Project.

h. ***Station*** means the NWES station located near W. 70th Avenue & Irving Street, including the passenger platform and pedestrian underpass connecting the platform to the parking, bus transit facilities and RTD transit amenities, in each case to the extent such elements are installed within the City of Westminster.

i. ***Station IGA*** means the Northwest Rail Electrified Segment – South Westminster Station Intergovernmental Agreement entered by the Parties dated [•, 2011] pursuant to which the City has elected to implement certain elements of the Station.

j. ***RTD Design Requirements*** means the NWES Plans, the EE, the 404 Permit and applicable provisions of Attachment 7 (*Design, Construction and Rolling Stock Requirements*) and Attachment 19 (*Concessionaire's Proposal*) to the Concession Agreement.

k. ***Transit System Element*** means a Project element that is critical for commuter rail transit system operation and compliance with the EE and/or Federal Railway Administration (***FRA***) requirements, including, without limitation, the overhead contact system and supporting appurtenances, trackage, prefabricated traction power substations, prefabricated signal houses, prefabricated communications houses, noise and ballast walls, and the Station platform.

l. ***URA*** means the RTD Eagle Project Utility Relocation Agreement executed by the Parties dated June 2, 2011.

1.3. Scope of the IGA. This IGA governs RTD's and the City's respective rights and obligations as each pertains to the implementation of the Project within City boundaries; **provided,** RTD's and the City's rights and obligations with respect to the implementation of the Station shall be governed by the Station IGA and relocation of City-owned utilities shall be governed by the URA.

1.4. Order of Precedence.

a. In the event of any conflict between the terms or provisions of applicable Law, the IGA, the City Design Requirements and the RTD Design Requirements, the order of precedence (in order from highest to lowest, where the terms or provisions of a higher precedence document shall govern in the event of a conflict with a lower precedence document) shall be as follows:

i. applicable federal and state Law;

ii. this IGA;

iii. applicable local and municipal Law;

iv. the exhibits to this IGA; and

v. the City Design Requirements and RTD Design Requirements.

b. In the event of any conflict, ambiguity or inconsistency between or among any of the terms or provisions within this IGA, or between two or more documents having the same precedence under Section 1.4.a, the most stringent requirement shall take precedence.

1.5. Exhibits. The following exhibits are attached hereto and incorporated herein by this reference:

Exhibit A: NWES Plans

Exhibit B: CRT Trackway Clearance Envelope

2. LOCAL AGENCY CONTRIBUTION.

2.1. The City's Local Agency Contribution. The total local agency contribution required for NWES is 2.5% of the cost of NWES. The cost of NWES for the purposes of establishing the local agency contribution is $137,000,000.00 in year of expenditure dollars. Therefore, the total local agency contribution is $3,422,500.00, which amount is to be shared equally between the City and Adams County. Accordingly, the City's local agency contribution for NWES $1,711,250.00 (the ***Local Agency Contribution***).

2.2. Local Agency Contribution Payment. The City shall fulfill its entire Local Agency Contribution to RTD on or before the later of March 31, 2016 or the date of revenue service commencement for NWES. The City may fulfill the Local Agency Contribution by making a lump sum or annual cash payments or by accepting credit against the Local Agency Contribution in lieu of payment from RTD equal to (i) the fair market value of real property interests that the City grants or conveys to RTD; (ii) the value of Project Permit fees (exclusive of sales and use taxes) discharged by the City; (iii) the value of NWES sales and use tax receipts rebated; and (iv) the cost of mutually agreed construction projects that are necessary for the Project and funded by the City (exclusive of any Betterments) or any combination of these methods as mutually agreed by the Parties, in each case in accordance with the terms of Section 2.3 (*Local Agency Contribution Credit*). Cash payments submitted to RTD by the City pursuant to this IGA, if any, shall be used only for the Project.

2.3. Local Agency Contribution Credit. The following specified expenses shall be credited in the following order of precedence toward fulfillment of the City's Local Agency Contribution:

a. Platform Parcels. The City has agreed, in accordance with Section 2.2a (*Platform and Pedestrian Underpass*) of the Station IGA, to convey title to the Platform Parcels (as that term is defined in the Station IGA) to RTD if RTD requires the Platform Parcels in order to implement NWES. As consideration for the conveyance of the Platform Parcels, RTD shall credit toward the Local Agency Contribution $4.50 per each square foot conveyed to RTD, which amount represents the agreed fair market value of the Platform Parcels.

b. Project Permit and Design Review Fees. The City shall discharge fees customarily charged by the City for Project Permits and design reviews; **provided,** such Project Permit fees shall be exclusive of sales and use taxes. The City shall identify those fees discharged under this Section 2.3.b and RTD shall credit the amount of fees discharged toward the City's fulfillment of its Local Agency Contribution in accordance with Section 2.4.

c. Sales and Use Tax Receipts. The City shall rebate to RTD the City's 3% general sales and use taxes required to be paid by the RTD Contractors under Section 4-2-2 of the Westminster Municipal Code for NWES work. As consideration for the City's rebate of such sales and use taxes, RTD shall credit toward the Local Agency Contribution the value of sales and use tax receipts rebated by the City.

d. Utility Relocations.

i. If the City elects to perform at its cost the relocation of City-owned utilities that are in conflict with the Project and for which RTD is the Responsible Party (as that term is defined in the URA), the reasonable, documented costs of any such relocation or the estimated not-to-exceed cost of relocation as shown on the utility relocation work order agreed by RTD and the City (in each case, less the cost of any Betterments) will be credited toward the City's fulfillment of its Local Agency Contribution.

ii. If the City causes a public utility to relocate its facilities in accordance with Section 16-1-5 (*Relocation of Facilities*) of the Westminster Municipal Code, the City shall receive Local Agency Contribution credit in an amount equal to the estimated not-to-exceed cost of relocation (exclusive of the cost of any Betterments) as shown on the utility relocation work order agreed by RTD and the applicable utility owner. Local agency credit for a utility relocation shall be applied after the relocation has been substantially completed and RTD has received binding documentation from the utility owner relieving RTD of any payment responsibility for the cost of such relocation.

e. Other Funds Contributed. Funds received by the City from outside sources that are (i) not otherwise available to RTD and (ii) not a grant match paid by RTD and (iii) are contributed toward work necessary for the completion of the Project, whether grants, gifts, or other types of receipts, whether required to be matched or not, and whether from federal, state, local or regional sources, shall be credited toward the City's fulfillment of its Local Agency Contribution. If RTD secures other non-anticipated or non-traditional sources of funding for the Project, or if through RTD's efforts any such funding is secured, such funding will not be credited toward the City's fulfillment of its Local Agency Contribution.

f. Little Dry Creek Storm Water Drainage Project. The City is responsible for costs associated with the design and construction of a drainage project within Little Dry Creek to include grading of the Little Dry Creek site to mitigate the 100-year flood event impacts and creation of storm detention and water quality facilities for the NWES Drainage and the City Drainage, (the ***Drainage Project***); **provided,** upon inspection and acceptance of the Drainage Project, the City shall be entitled to receive credit against the Local Agency Contribution in an amount equal to the difference between the Local Agency Contribution and the aggregate amount of credits earned under Sections 2.3(a) – (e). Amounts for costs incurred in connection with the Drainage Project in excess of the Local Agency Contribution may be applied in accordance with Section 2.5 (*Overmatch*), but in all cases, the amount of Local Agency Contribution credit available to the City for the Drainage Project shall not exceed $2,000,000.

2.4. Reconciliation. Within thirty calendar days of each anniversary of the Effective Date and annually thereafter, the City shall prepare and deliver to RTD a reconciliation of the City's fulfillment of its Local Agency Contribution which shall value both in-kind and cash contributions and include such supporting documentation as RTD may reasonably request ("Reconciliation"). Local Agency Contribution credit shall be credited by RTD only after all of the City's obligations with respect to each item of Local Agency Contribution proposed have been fulfilled. In addition to the Reconciliation, the City shall prepare a final Reconciliation within one year of the revenue service commencement for NWES and deliver it to RTD for review and acceptance or objection. RTD shall have sixty calendar days from receipt to review and accept or object to a Reconciliation and, if RTD does not object within such sixty calendar-day period, the Reconciliation shall be deemed accepted. Disputes relating to the validity of a Reconciliation shall be governed by the Section 12 (*Disputes*) of this IGA. RTD shall have the right to audit any Reconciliation at RTD's expense.

2.5. Overmatch. Expenses incurred by the City in excess of the Local Agency Contribution are non-refundable and not creditable to Project betterments or the City Project to be implemented under the Station IGA; **provided**, expenses incurred by the City in connection with the Drainage Project that are in excess of the Local Agency Contribution may be credited against any local agency contribution owed by Adams County for NWES that remains unpaid in an amount not to exceed $1,500,000.

3. PROJECT COSTS. Except as may be provided by Section 2 (*Local Agency Contribution*) of this IGA and by the terms of the Station IGA and the URA, expenditures

necessary to implement the Project are the sole responsibility of RTD or parties other than the City.

4. COORDINATION.

4.1. Coordination among the Parties and with Contractors. The City agrees to coordinate and cooperate with, and to contractually require the City's consultants, contractors and subcontractors and each of their respective consultants, contractors and subcontractors that are engaged in the City Project work (collectively, "City Contractors") to coordinate and cooperate with, RTD and the Concessionaire and any other RTD consultants, contractors and subcontractors and each of their respective consultants, contractors and subcontractors engaged in the Project work (collectively, "RTD Contractors") concerning the performance of RTD's obligations hereunder. RTD agrees to coordinate and cooperate with, and to contractually require the RTD Contractors to coordinate and cooperate with, the City and the City Contractors concerning the performance of the City's obligations.

4.2. Utility Providers. The City shall coordinate and cooperate with and ensure that the City Contractors coordinate and cooperate with utility providers affected by Project construction. The City shall also cooperate with utility providers in the provision, if necessary, of water, storm sewer, sanitary sewer, and other utility service connections at the Station and other points of connection, all as mutually agreed upon by the Parties.

4.3. Coordination Meetings. The Parties, and, as appropriate, the City Contractors and RTD Contractors, shall have design coordination meetings not less than once every two weeks (or at such intervals as the Parties may deem appropriate) until completion of design of the Project. The Parties, and, as appropriate, the City Contractors and RTD Contractors, shall have construction meetings not less than once per week or as needed. Authorized representatives of the Parties shall be present at coordination meetings. RTD shall provide minutes for coordination meetings within five calendar days of the meeting.

4.4. Design and Construction Interface. The City shall coordinate with RTD and the Concessionaire to integrate implementation of the Project with City design and construction projects being undertaken concurrently at the Station in accordance with the Station IGA. The City shall notify RTD if it undertakes a design and/or construction project not governed by the Station IGA that requires design and construction interface with the Project and, reasonably thereafter, the Parties shall exchange schedule progress updates on a monthly basis in a Primavera P6 (.xer file) format.

4.5. Concessionaire Duties. The City acknowledges that the Concessionaire will be contractually obligated to perform each of RTD's obligations under this IGA, except for the following: to credit the City with Local Agency Contribution under Section 2 (*Local Agency Contribution*); to resolve disputes under Section 12 (*Disputes*), provided that the Concessionaire shall assist and cooperate with RTD in the resolution of any such dispute in accordance with the Concession Agreement; to procure and maintain insurance under Section 15 (*Insurance*); and to obtain Board approvals and authorizations under Sections 16 (*Approval by City Council and the Board*) and 17 (*Appropriation by City Council and the Board*).

4.6. Project Liaisons. The project liaisons for the City and RTD, respectively, are identified in Section 18 (*Notices*). The City's project liaison shall coordinate the exchange of documentation, plan review and approval, construction inspection and any other similar activities with the City required under this IGA. RTD's project liaison may coordinate the exchange of documentation, plan review and approval, construction inspection and any other similar activities with RTD required under this IGA although the Concessionaire and the City

may directly coordinate such activities, provided that RTD's project liaison is copied on all correspondence between the City and the Concessionaire.

5. GENERAL REQUIREMENTS.

5.1. General. Except as may be provided in this Section 5 (*General Design Criteria*), RTD will design the Project in accordance with the Concession Agreement and, where applicable, so as to not be inconsistent with City Design Requirements. Upon request by RTD, the City shall provide RTD with written copies of the City Design Requirement.

5.2. EE Mitigations. RTD shall ensure that the Project design includes that the mitigations contained in the EE and adopted by the Board are implemented and that the requirements of the 404 Permit are met; provided the City shall be responsible to implement the parking, bus facilities, plaza and necessary traffic mitigations in accordance with the Station IGA.

5.3. Zoning. No zoning changes are required for implementation of the Project.

5.4. Sales and Use Taxes. Notwithstanding Section 2.3.c of this IGA, the Concessionaire (or other RTD contractors) shall not be exempt from the requirement to pay applicable sales and use taxes in accordance with Section 4-2-2 of the Westminster Municipal Code.

6. DESIGN PLAN REVIEW AND APPROVAL.

6.1. Review Period. RTD shall provide the City with Project design plans at 65%, 90% and 100% completion for each element of the Project. Portions of design plans and specifications governing Transit System Elements will be provided for informational purposes only and such plans shall not be required to comply with City Design Requirements and shall not be subject to the City's approval nor require Project Permits. The City shall have the right to approve Project design plans unrelated to the Transit System Elements ("Submittal Plans") solely for compliance with the terms of this IGA and, where applicable, with the City Design Requirements. The City shall provide comments or approval within 20 calendar days of receipt. Failure to provide comments or approval within 20 calendar days shall constitute approval.

6.2. City Comments. The City shall not unreasonably withhold, condition or delay approval of Submittal Plans. RTD shall make design changes to Submittal Plans in response to City comments only if necessary for the Submittal Plans to comply with federal law, state law, City Design Requirements, or those amendments to City Design Requirements or other applicable laws that are necessary for fire/life safety compliance at the time of Project Permit application. RTD shall not be obligated to implement any design change not required by law or by City Design Requirements.

6.3. Disputes. If the Parties cannot agree whether a particular design change to the Submittal Plans is required to comply with law or with City Design Requirements, the Parties shall meet to resolve the objection in accordance with Section 12 (*Disputes*).

6.4. Other NWES Plans. City review and approval of the NWES Drainage and Pedestrian Underpass Interface design plans shall be governed by the Station IGA. City review of design plans for utility relocations, including the Sanitary Sewer relocation, shall be governed by the URA.

7. PERMITTING PROCESS.

7.1. RTD's Contractors shall apply for Project Permits in accordance with this Section 7 (*Permitting Process*).

a. Transit System Elements. The City agrees that the City's permitting requirements shall not apply to Transit System Elements constructed within the trackway clearance envelope boundaries as depicted on Exhibit B or to Transit System Elements that are constructed outside the boundaries of the trackway clearance envelope on Project property.

i. **Overhead Contact System (*OCS*)**. The City acknowledges that the Project will operate electric multiple unit passenger cars that require overhead electrification for propulsion. The OCS is a Transit System Element not subject to the City's permitting requirement and RTD shall not be required to comply with Section 11-6-3 (*Undergrounding of Electric and Communication Lines*) of the Westminster Municipal Code.

b. Expedited Permitting Process.

i. Submittal Plans provided by RTD at 90% completion and subsequently approved by the City in accordance with Section 6 (*Design Plan Review and Approval*) shall be deemed to have been approved for Project Permit purposes and shall constitute the City's Project Permit plan set for reference when issuing Project Permits ("Permitting Plans"). RTD's Contractors will submit a Project Permit application to the City but, rather than supplying a plan for review, RTD's Contractors shall instead make reference to the corresponding page of the Permitting Plans. Provided that the Project Permit application and the Permitting Plans correspond, the City shall issue the Project Permit without further review.

ii. The City will review Project Permit applications in accordance with this Section 7 and will issue Project Permits within 10 calendar days of application.

iii. Nothing herein shall be construed as committing the City to issue Project Permits for Submittal Plans that have not been approved by the City in accordance with Section 6 (*Design Plan Review and Approval*).

iv. The City shall not unreasonably withhold, condition or delay Project Permits.

c. Project Permits for Utility Providers. The City shall treat a permit requested by a utility owner as a Project Permit for the purposes of expedited processing in accordance with this Section 7; provided, the City shall not discharge fees for Project Permits requested by a utility owner in exchange for Local Agency Contribution under Section 2.3.b.

8. CONSTRUCTION AND FIELD ENGINEERING; REVIEW AND INSPECTION.

8.1. Start Work. RTD shall notify the City in writing of the date for the start of work for the Project. RTD shall invite the City to any pre-construction conferences. RTD shall not commence work for which a Project Permit is required without having obtained a Project Permit or approved Submittal Plan, as applicable.

8.2. Final Inspection and Acceptance.

a. RTD shall inform the City when Project work subject to a Project Permit has been completed and is ready for final inspection. Final inspections shall be attended by RTD, the City, and the Concessionaire. The City shall be responsible for directing DTP to perform corrective work relating to deficiencies, provided the City shall give such direction in writing and shall provide a copy to RTD. Once corrective work is complete, RTD shall notify the City and the City shall have 14 calendar days to give written notice of acceptance or rejection of work. If the City does not accept or reject the corrective work within such 14 day period, such work shall be deemed accepted by the City.

8.3. As-Built Drawings. RTD shall provide the City with as-built drawings for the Pedestrian Underpass, Platform and any Betterments requested by the City.

8.4. Other NWES Project Elements. Construction, inspection and acceptance of the NWES Drainage and Pedestrian Underpass Interface design plans shall be governed by the Station IGA. Construction, inspection and acceptance of design plans for utility relocations, including the Sanitary Sewer relocation, shall be governed by the URA.

9. BUSINESS AND RESIDENT INTERRUPTION. Before and during construction, RTD shall, in accordance with the Concession Agreement, provide public information support, including conducting stakeholder briefings, preparation of information in response to media requests, and notification to the public of upcoming work by signage, flyers, notices, and regular construction updates, copies of which shall be provided to the City.

10. OPERATION AND MAINTENANCE. RTD shall operate and maintain the Project in conformity with applicable federal, state and local laws, rules and regulations and with the requirements of those entities having jurisdiction over the Project or its component parts; **provided**, the South Westminster Station and the NWES Drainage shall be operated and maintained in accordance with the Station IGA. Operation and maintenance of City utilities shall be governed by the URA.

11. BETTERMENTS.

11.1. Evaluation. Before agreeing to construct a Betterment, RTD will evaluate the Betterment to determine whether its implementation is technically feasible and has no adverse impact to the Project with respect to schedule, budget and safety and security. If RTD determines that there is such an adverse impact, RTD may, in its sole discretion, deny the City's request for the Betterment. Upon the City's request, RTD shall require the Concessionaire to provide a cost estimate for any Betterment requested by the City; provided that if the City determines not to proceed with such Betterment, the City shall pay to RTD an amount equal to the costs incurred by the Concessionaire in preparing the cost estimate.

11.2. Payment. If the City requests that RTD implement a Betterment, the City (or any third party that has agreed with the City in advance to be responsible for payment) shall pay all expenses incurred, including without limitation, incremental design, sales and use taxes associated with the Betterment, delay and/or maintenance costs to RTD of the Betterment. If RTD agrees to implement a Betterment, RTD shall, at the City's direction, either deduct the estimated capital cost of the Betterment from the RTD Funding or the City shall deposit the total capital cost of the Betterment work with RTD prior to commencement of work. If the negotiated price is on an actual cost basis, RTD shall notify the City whenever the cost of such Betterment work reaches 80% of the estimated capital costs specified for the Betterment. If the actual costs exceed the estimated costs, RTD will not proceed unless the increase in cost is agreed by the City and paid by the City to RTD prior to progressing with the work.

12. DISPUTES. Disputes shall be initially resolved between the project liaisons. If the respective project liaisons are unable to resolve the dispute, they shall document the basis for the dispute, either independently or collectively, and forward such information to their senior management in accordance with the following escalation priorities: (i) Eagle Project Director and the City's Director of Community Development, (ii) RTD's Assistant General Manager for Capital Programs and the City's Deputy City Manager, and (iii) RTD's General Manager and Westminster's City Manager. Prior to the filing of any legal action in Adams County District Court, the Parties shall attempt to resolve the dispute through non-binding mediation before an objective third party to be selected by mutual agreement of the Parties.

13. LIABILITY. As between the Parties, and without either the City or RTD waiving any of the rights and protections provided under the Colorado Governmental Immunity Act, C.R.S. Sections 24-10-101 to 120, each Party hereto shall be responsible for its own negligence and

that of its agents and employees in the performance of this IGA. If either Party is given notice of claim or suit against or involving the other arising from the implementation of this IGA or the design or construction of the Project, it agrees to give the other Party prompt written notice of such claim or suit.

14. INDEMNIFICATION.

14.1. With respect to Concessionaire activities undertaken in connection with City utility relocations, the City shall be indemnified in accordance with Article 22 (*Indemnification*) of the URA.

14.2. With respect to Concessionaire activities undertaken in connection with NWES, RTD shall require the Concessionaire to indemnify, save, and hold harmless the City, its directors, employees, the City Contractors, and agents against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Concessionaire, or its employees, agents, subcontractors, or assignees, and arising out of the terms of this IGA to the same extent and limits to which the Concessionaire indemnifies RTD.

14.3. RTD shall require any other RTD Contractors that perform NWES construction within City limits to indemnify, save, and hold harmless the City, its directors, employees, the City Contractors, and agents against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Concessionaire, or its employees, agents, subcontractors, or assignees, and arising out of the terms of this IGA to the same extent and limits to which the relevant RTD Contractor indemnifies RTD.

15. INSURANCE. RTD shall obtain and maintain an Owner Controlled Insurance Program (OCIP) (where RTD is "Owner") for the construction phase of the NWES. The OCIP provides coverage for RTD, the Concessionaire and certain of its subcontractors for: General Liability with limits of liability of no less than $2,000,000 per occurrence and aggregate; Workers Compensation as required by statute; Employers Liability; and an excess or Umbrella policy. RTD shall also procure coverage for Builder's Risk, Pollution Liability and, if necessary, Railroad Protective Liability, each with limits of liability not less than $1,000,000 per occurrence and aggregate. The City, its officers and employees shall be named an additional insured on the OCIP General Liability policy to cover the RTD Contractors whenever present upon property owned or controlled by the City. RTD shall provide certificates of insurance to the City prior to commencement of construction on NWES within City limits.

16. APPROVAL BY CITY COUNCIL. This IGA is expressly subject to, and shall not be or become effective or binding on the City or RTD until approved by the Westminster City Council (***City Council***).

17. APPROPRIATION BY CITY COUNCIL AND THE BOARD. This IGA does not commit present funding by the City for the City Project or by RTD for operations and maintenance costs. Implementation of this IGA implies future financial commitments by both Parties that are subject to approval by the Board and the City Council and to each Party's legally required budgeting, authorization, and appropriation process. Any and all obligations of the City and RTD under and pursuant to this IGA which require funding are subject to prior annual appropriations of funds expressly made by the City Council and the Board, respectively, for the purposes of this IGA. Nothing herein shall be construed by either Party as a multiple fiscal year obligation as described by Article X, Section 20 of the Colorado Constitution.

18. NOTICES. The Parties shall, whenever feasible, utilize Aconex for correspondence and exchange of documentation related to this IGA. Communications required by this IGA shall also

be effective if made in writing, via U.S. First Class Post, e-mail or facsimile, to the following individuals (or their delegates), who shall be the project liaisons for their respective organizations:

To the City: City of Westminster
City Engineer
4800 West 92nd Avenue
Westminster, CO 80031

Copies to: City of Westminster
Deputy City Manager
4800 West 92nd Avenue
Westminster, CO 80031

City of Westminster
Director of Community Development
4800 West 92nd Avenue
Westminster, CO 80031

To RTD: Greg Straight
Eagle Project Design/Build Manager
1670 Broadway, Suite 2700
Denver, Colorado 80202
Phone: 303-299-6906
Fax: 303-831-9249
e-mail: Greg.Straight@rtd-fastracks.com

Copies to: Nadine Lee, P.E.
Northwest Electrified Segment Project Manager
Regional Transportation District
1560 Broadway, Suite 700
Denver, Colorado 80202
Phone: (303) 299-6978
Facsimile: (303) 299-2452
e-mail: nadine.lee@rtd-fastracks.com

Project liaisons may be changed or additions made at the discretion of each Party by written notice to the other Party.

19. MISCELLANEOUS.

19.1. Merger. This IGA represents the entire agreement between the Parties with respect to the subject matter hereof and all prior agreements, understandings or negotiations shall be deemed merged herein. No representations, warranties, promises or agreements, express or implied, shall exist between the Parties, except as stated herein.

19.2. Amendment. No amendment to this IGA shall be made or deemed to have been made unless in writing executed and delivered by the Party to be bound thereby.

19.3. Governing Law. This IGA shall be interpreted and enforced according to the laws of the State of Colorado, the ordinances of the City, the applicable provisions of federal law, and the applicable rules and regulations promulgated under any of them. Venue for any action hereunder shall be in Adams County District Court, Brighton, Colorado.

19.4. Term and Termination. This IGA shall commence on the Effective Date and shall remain in effect until terminated in writing by the Parties or by court order. All provisions of this IGA that provide rights or create responsibilities for the Parties after termination shall survive termination of this IGA.

19.5. Authority. The Parties represent that each has taken all actions that are necessary or that are required by its procedures, bylaws, or applicable law to legally authorize the undersigned signatories to execute this IGA on behalf of the Parties and to bind the Parties to its terms.

19.6. Severability. To the extent that this IGA may be executed and performance of the obligations of the Parties may be accomplished within the intent of the IGA, the terms of the IGA are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other terms or provision hereof.

19.7. Waiver. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon a subsequent breach.

19.8. No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this IGA, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this IGA shall give or allow any such claim or right of action by any other or third person under this IGA. It is the express intention of the Parties to this IGA that any person or entity other than the Parties receiving services or benefits under this IGA be deemed an incidental beneficiary only.

19.9. Changes in Law. This IGA is subject to such modifications as may be required by changes in City, state or federal law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this IGA on the effective date of such change as if fully set forth herein.

19.10. Independent Contractors. The Parties hereto are independent contractors and not partners or joint venturers of one another.

19.11. Paragraph Headings. The captions and headings set forth in this IGA are for convenience of reference only and shall not be construed so as to define or limit its terms and provisions.

19.12. Counterparts. This IGA may be executed in counterparts. Signatures on separate originals shall constitute and be of the same effect as signatures on the same original. Electronic and faxed signatures shall constitute original signatures.

[*remainder of page intentionally blank*]

DRAFT

IN WITNESS WHEREOF, the City and RTD have executed, through their respective lawfully empowered representatives, this IGA as of the day and year above written.

ATTEST:

By: _____
City Clerk

APPROVED AS TO LEGAL FORM FOR WESTMINSTER:

By: _____
Martin R. McCullough
City Attorney

CITY OF WESTMINSTER

By: _____
J. Brent McFall
City Manager, City of Westminster

APPROVED AS TO LEGAL FORM FOR RTD:

By: _____
Jenny C. Barket
Associate General Counsel

REGIONAL TRANSPORTATION DISTRICT

By: _____
Phillip A. Washington
General Manager

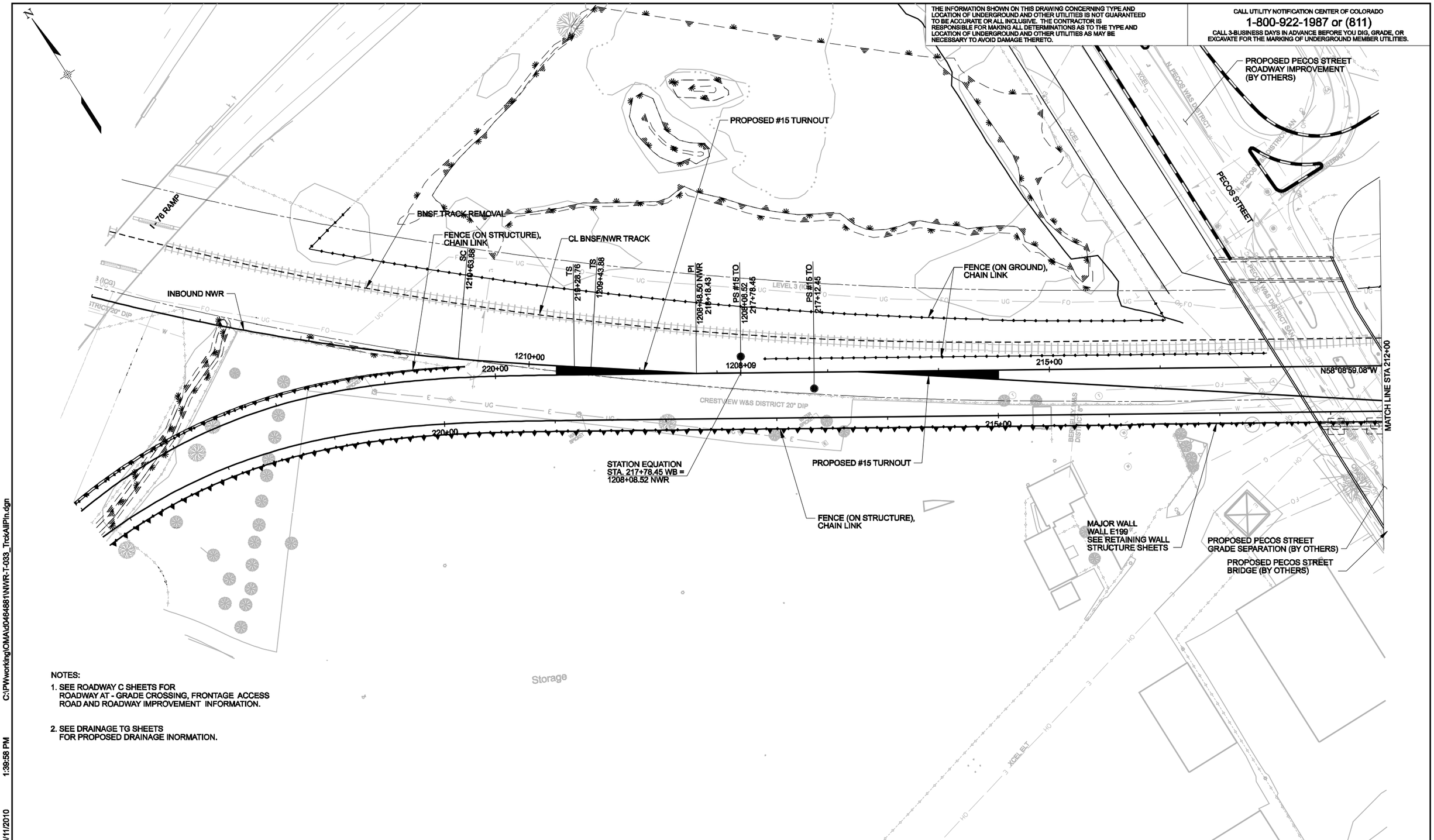
DRAFT

EXHIBIT A

NWES Plans

THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING ALL DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

CALL UTILITY NOTIFICATION CENTER OF COLORADO
1-800-922-1987 or (811)
CALL 3-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.



NOTES:

1. SEE ROADWAY C SHEETS FOR ROADWAY AT - GRADE CROSSING, FRONTAGE ACCESS ROAD AND ROADWAY IMPROVEMENT INFORMATION.

2. SEE DRAINAGE TG SHEETS FOR PROPOSED DRAINAGE INORMATION.

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NO.	REVISIONS	BY	DATE

DESIGNED BY: AW DATE: 01/05/10
DRAWN BY: AQ DATE: 01/05/10
CHECKED BY: MS DATE: 01/05/10
APPROVED BY: KS DATE: 01/05/10

DENVER TRANSIT PARTNERS

HORZ. SCALE: 1" = 40'
VERT. SCALE: 1" = 4'
For HALF SIZE Double The Scale
0 40 80 120

PROPOSAL SUBMITTAL

RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6960

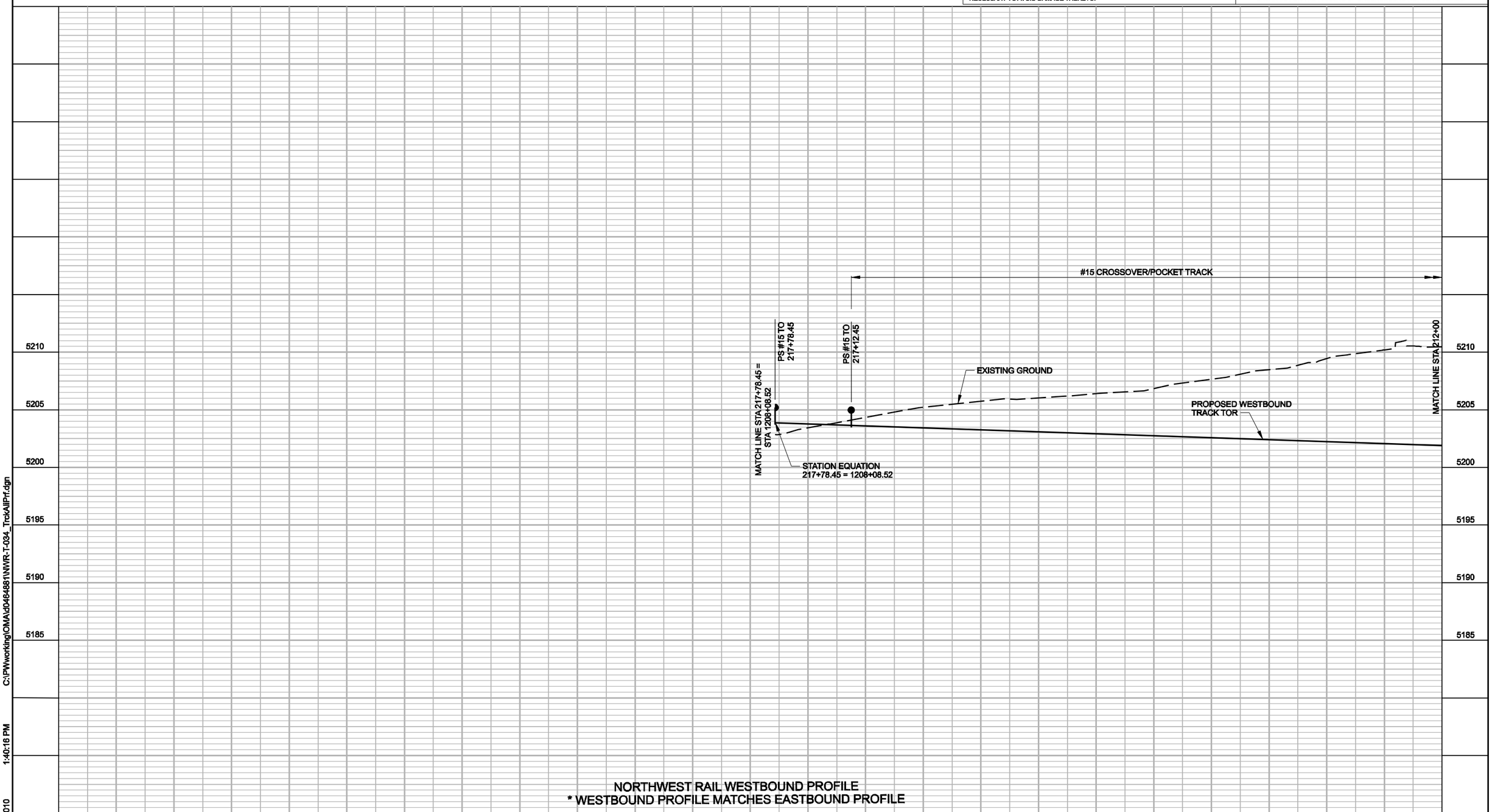
NORTHWEST RAIL ELECTRIFIED SEGMENT

TRACK ALIGNMENT PLAN
WESTBOUND STA 212+00 TO STA 217+78.45

SHEET REFERENCE NUMBER:
T-033

THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING ALL DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

CALL UTILITY NOTIFICATION CENTER OF COLORADO
1-800-922-1987 or (811)
CALL 3-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.



NORTHWEST RAIL WESTBOUND PROFILE
* WESTBOUND PROFILE MATCHES EASTBOUND PROFILE

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USER: dmartine

NO.	REVISIONS	BY	DATE

DESIGNED BY: AW DATE: 01/05/10
DRAWN BY: AQ DATE: 01/05/10
CHECKED BY: MS DATE: 01/05/10
APPROVED BY: KS DATE: 01/05/10
HORZ. SCALE: Scale
VERT. SCALE: 1" = 4'
For HALF SIZE Double The Scale
0 40 80 120

DENVER TRANSIT PARTNERS

PROPOSAL SUBMITTAL

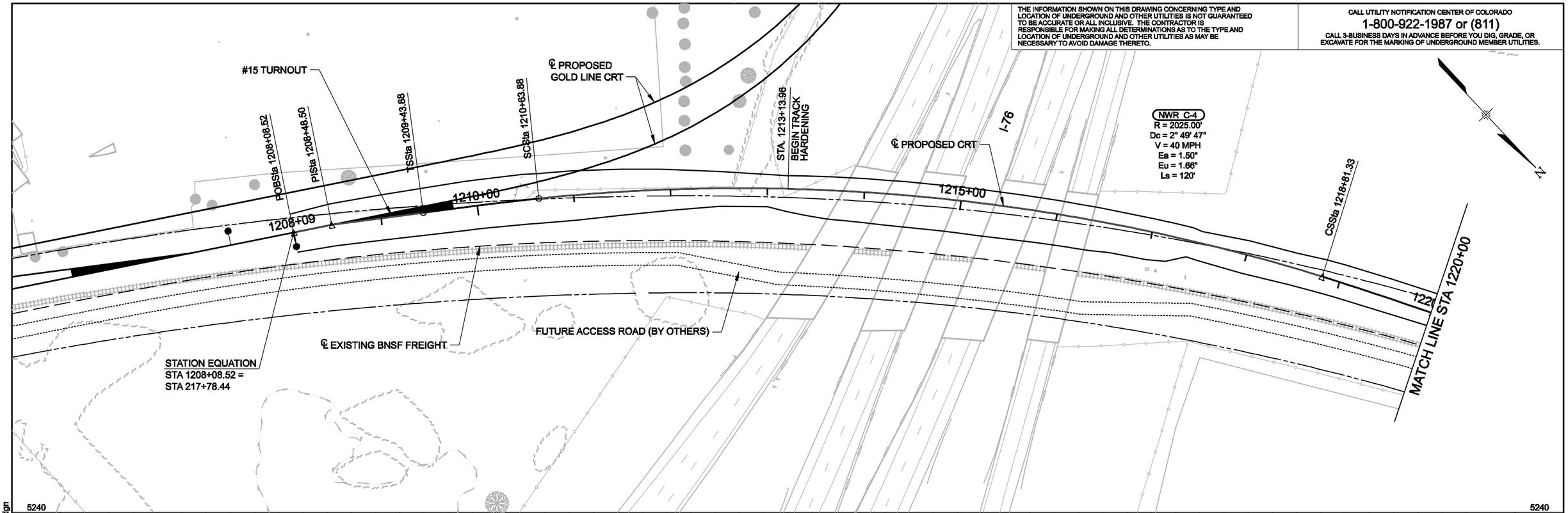
RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

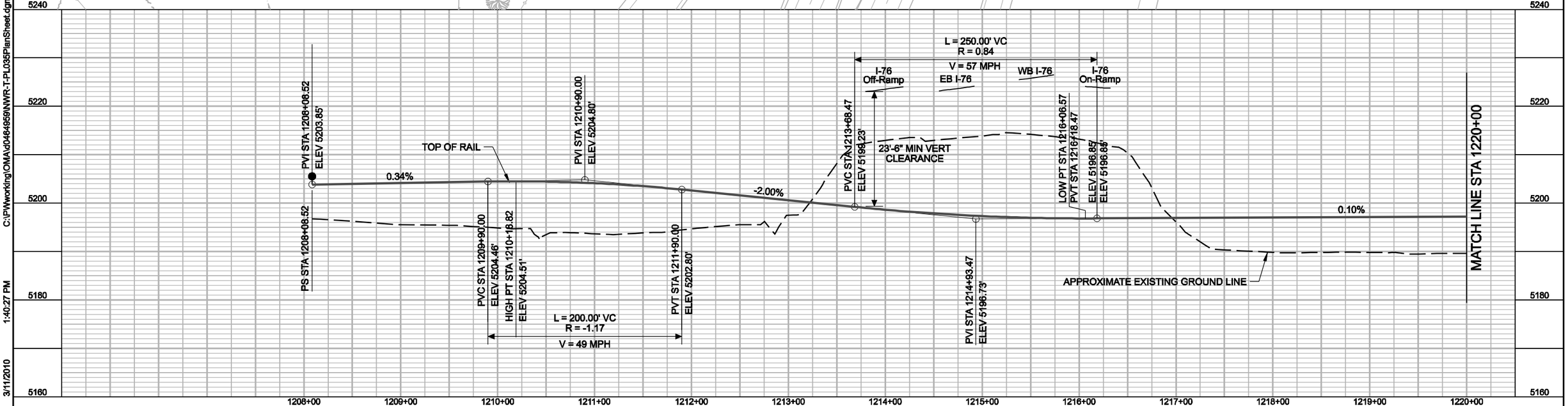
NORTHWEST RAIL ELECTRIFIED SEGMENT
TRACK ALIGNMENT PROFILE
WESTBOUND STA 212+00 TO STA 217+78.45

SHEET REFERENCE NUMBER:
T-034

THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING ALL DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

CALL UTILITY NOTIFICATION CENTER OF COLORADO
1-800-922-1987 or (811)
CALL 3-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.





NO.	REVISIONS	BY	DATE

REVIEWED BY: EJH DATE: 12-08-09
DRAWN BY: BEG DATE: 12-10-09
CHECKED BY: JCM DATE: 1-04-10
TWG LEAD: JCM DATE: 1-04-10

DENVER TRANSIT PARTNERS

HORZ. SCALE: 1"=50'
VERT. SCALE: 1"=10'
For HALF SIZE Double The Scale
0 50 100 150

PROPOSAL SUBMITTAL

RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

NORTHWEST RAIL ELECTRIFIED SEGMENT TRACK

PLAN AND PROFILE
STA. 1208+08.52 TO 1220+00

SHEET REFERENCE NUMBER:
T-035

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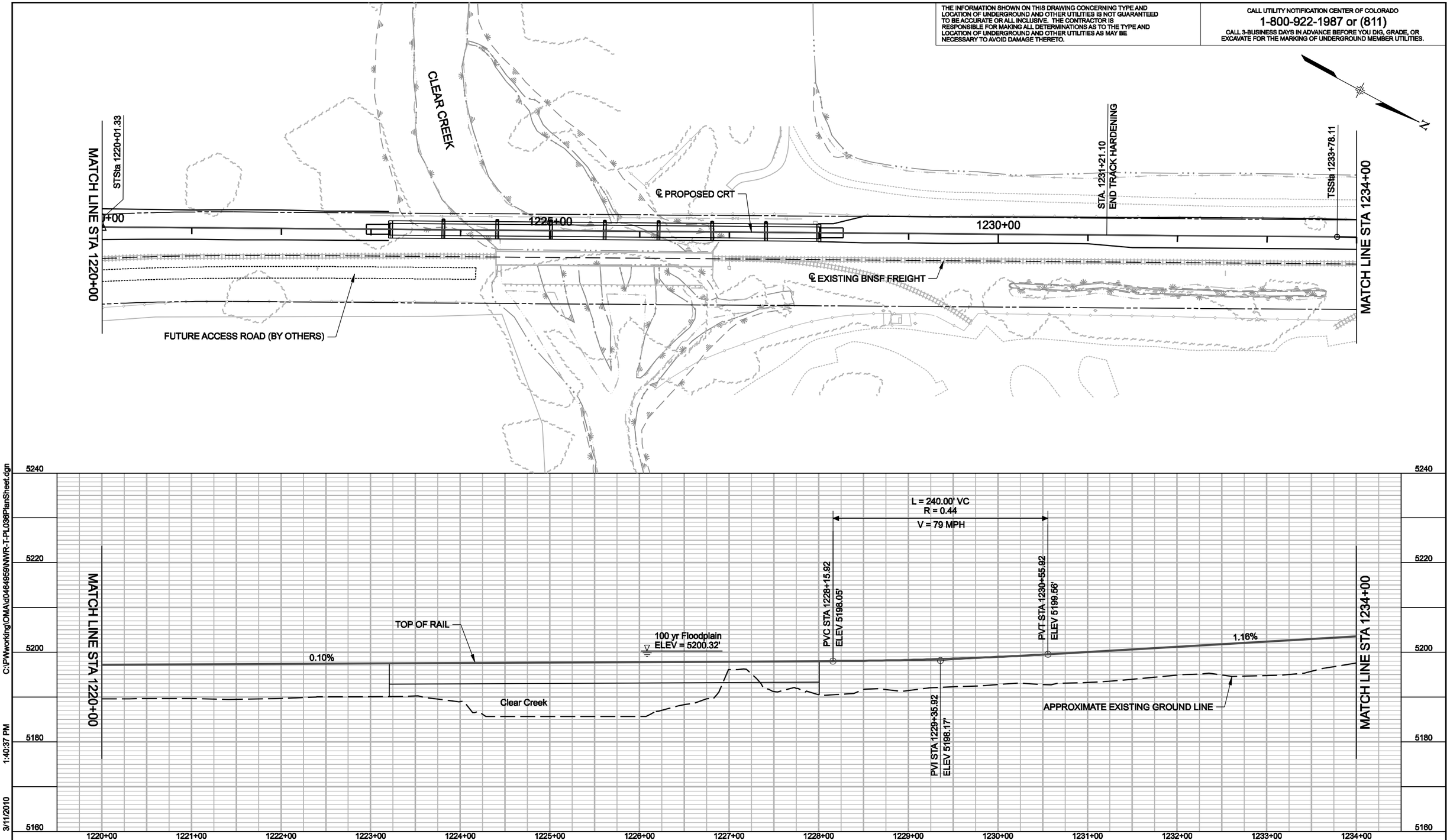
3/11/2010
USER: dmartine

THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING ALL DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

CALL UTILITY NOTIFICATION CENTER OF COLORADO
1-800-922-1987 or (811)
CALL 3-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.



NO.	REVISIONS	BY	DATE

REVIEWED BY: EJH DATE: 12-08-09
DRAWN BY: BEG DATE: 12-10-09
CHECKED BY: JCM DATE: 1-04-10
TWG LEAD: JCM DATE: 1-04-10
HORZ. SCALE: 1"=50'
VERT. SCALE: 1"=10'
For HALF SIZE Double The Scale
0 50 100 150

DENVER TRANSIT PARTNERS

PROPOSAL SUBMITTAL

RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

NORTHWEST RAIL ELECTRIFIED SEGMENT TRACK

PLAN AND PROFILE
STA 1220+00 TO 1234+00

SHEET REFERENCE NUMBER:
T-036

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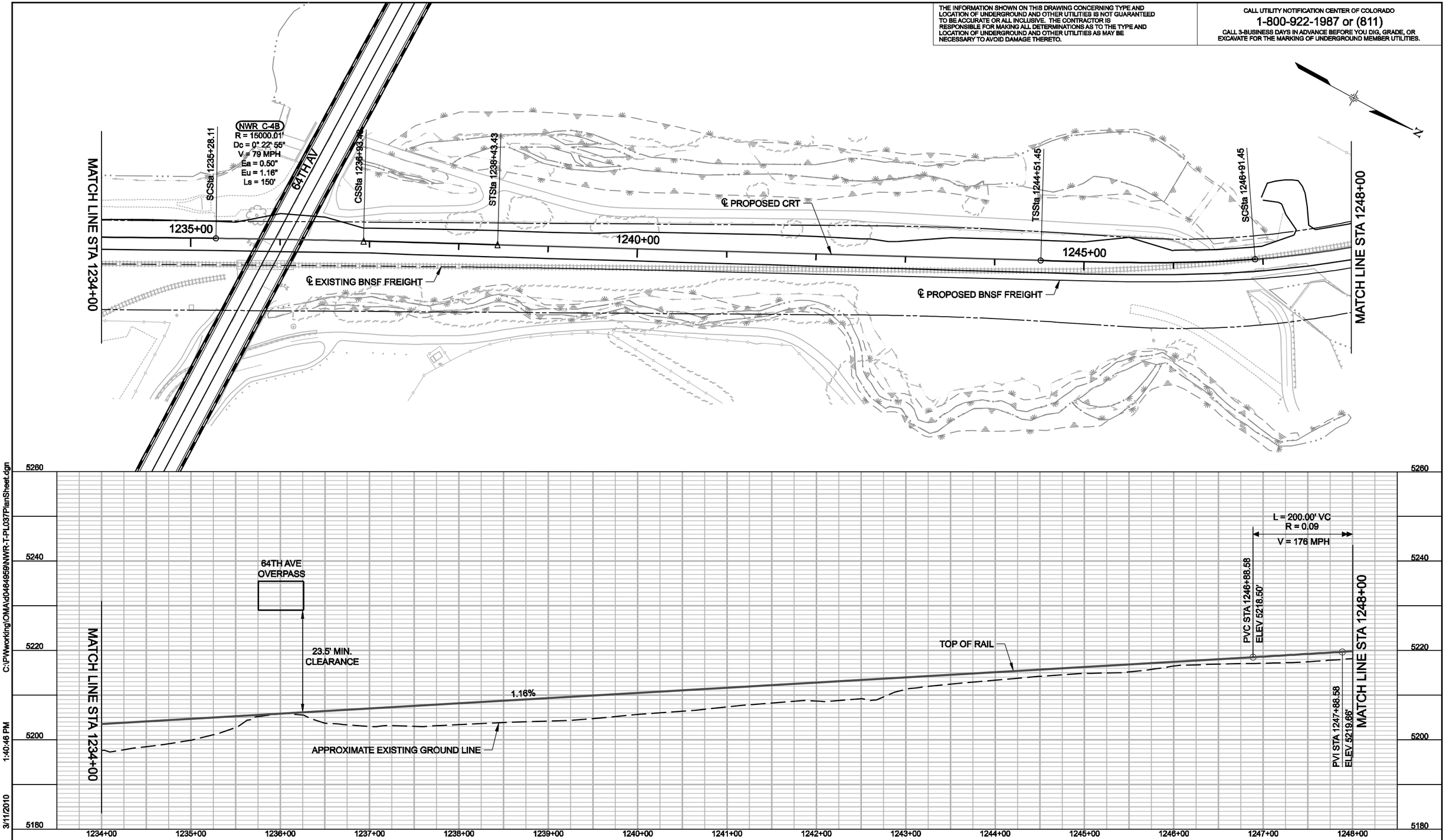
THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING ALL DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

CALL UTILITY NOTIFICATION CENTER OF COLORADO
1-800-922-1987 or (811)
CALL 3-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.



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3/11/2010
USER: dmartine

NO.	REVISIONS	BY	DATE

REVIEWED BY: EJH DATE: 12-08-09
DRAWN BY: BEG DATE: 12-10-09
CHECKED BY: JCM DATE: 1-04-10
TWG LEAD: JCM DATE: 1-04-10
HORZ. SCALE: 1"=50'
VERT. SCALE: 1"=10'
For HALF SIZE Double The Scale
0 50 100 150

DENVER TRANSIT PARTNERS

PROPOSAL SUBMITTAL

RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

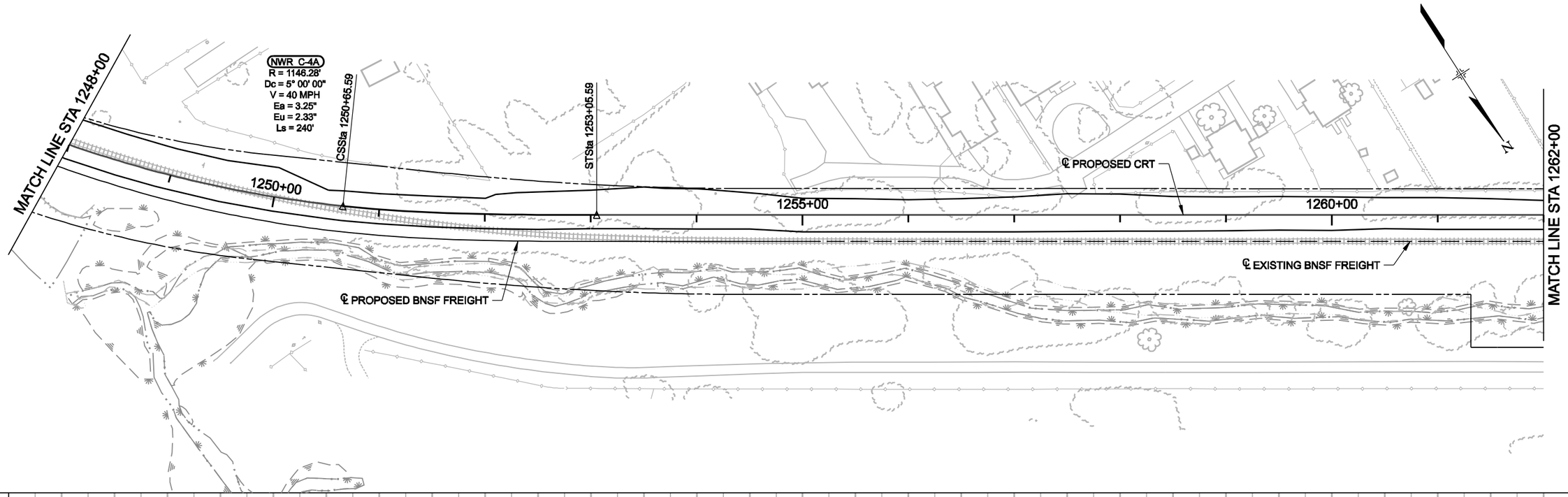
NORTHWEST RAIL ELECTRIFIED SEGMENT TRACK

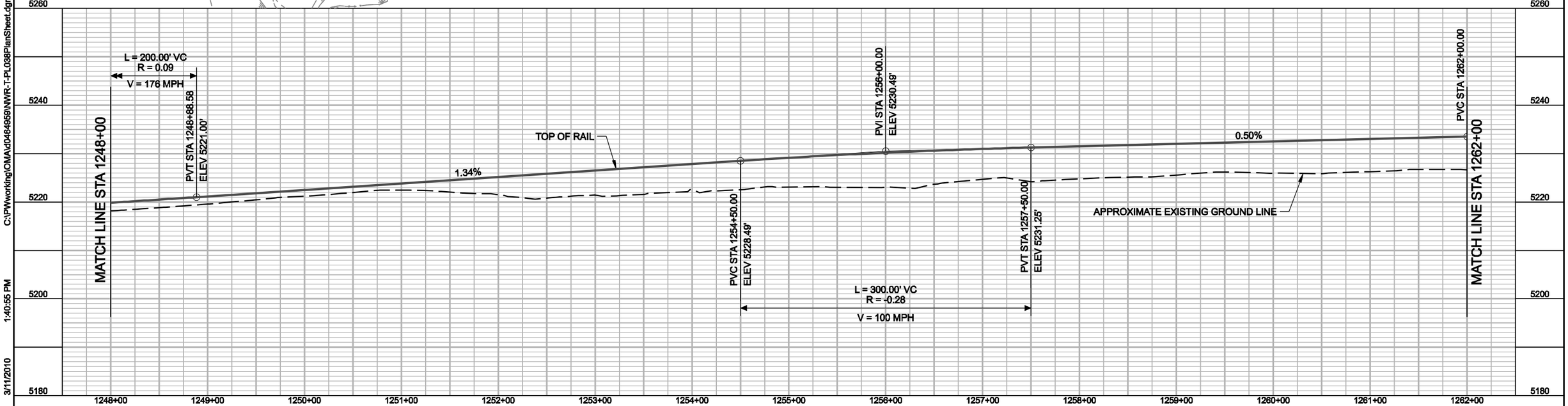
PLAN AND PROFILE
STA. 1234+00 TO 1248+00

SHEET REFERENCE NUMBER:
T-037

THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING ALL DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

CALL UTILITY NOTIFICATION CENTER OF COLORADO
1-800-922-1987 or (811)
CALL 3-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.





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NO.	REVISIONS	BY	DATE

REVIEWED BY: EJH DATE: 12-08-09
DRAWN BY: BEG DATE: 12-10-09
CHECKED BY: JCM DATE: 1-04-10
TWG LEAD: JCM DATE: 1-04-10

DENVER TRANSIT PARTNERS

HORZ. SCALE: 1"=50'
VERT. SCALE: 1"=10'
For HALF SIZE Double The Scale
0 50 100 150

PROPOSAL SUBMITTAL

RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

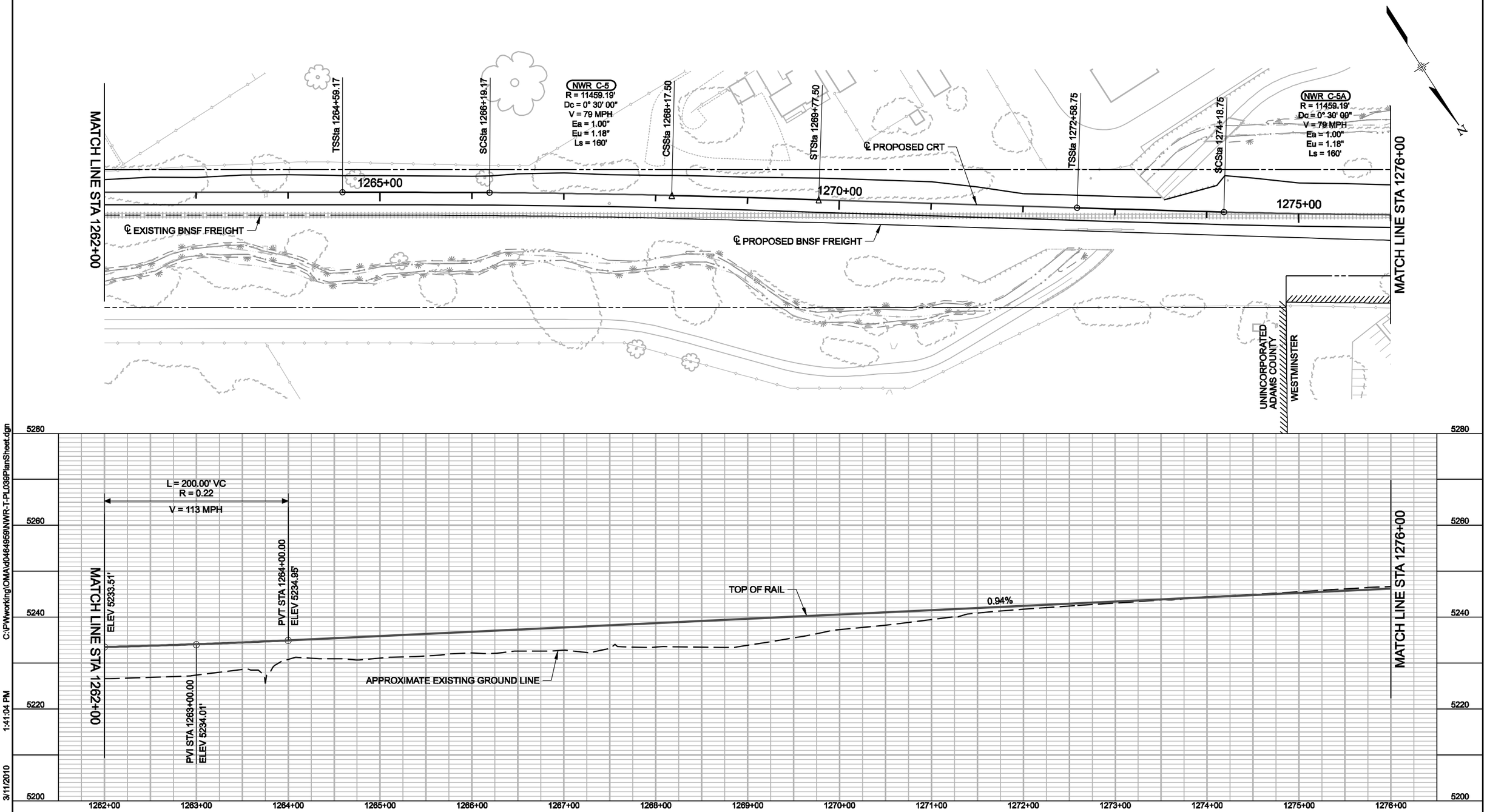
NORTHWEST RAIL ELECTRIFIED SEGMENT TRACK

PLAN AND PROFILE
STA. 1248+00 TO 1262+00

SHEET REFERENCE NUMBER:
T-038

THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING ALL DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

CALL UTILITY NOTIFICATION CENTER OF COLORADO
1-800-922-1987 or (811)
CALL 3-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.



NO.	REVISIONS	BY	DATE

REVIEWED BY: EJH DATE: 12-08-09
DRAWN BY: BEG DATE: 12-10-09
CHECKED BY: JCM DATE: 1-04-10
TWG LEAD: JCM DATE: 1-04-10
HORZ. SCALE: 1"=50'
VERT. SCALE: 1"=10'
For HALF SIZE Double The Scale
0 50 100 150

DENVER TRANSIT PARTNERS

PROPOSAL SUBMITTAL

RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

NORTHWEST RAIL ELECTRIFIED SEGMENT TRACK

PLAN AND PROFILE
STA. 1262+00 TO 1276+00

SHEET REFERENCE NUMBER:
T-039

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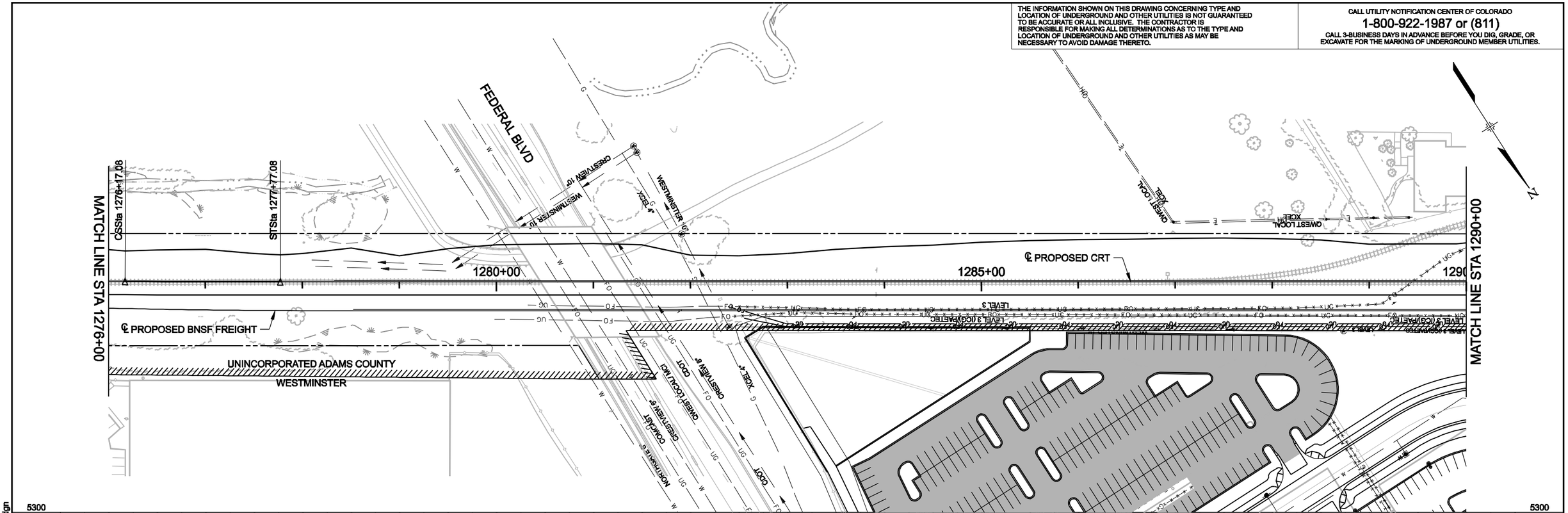
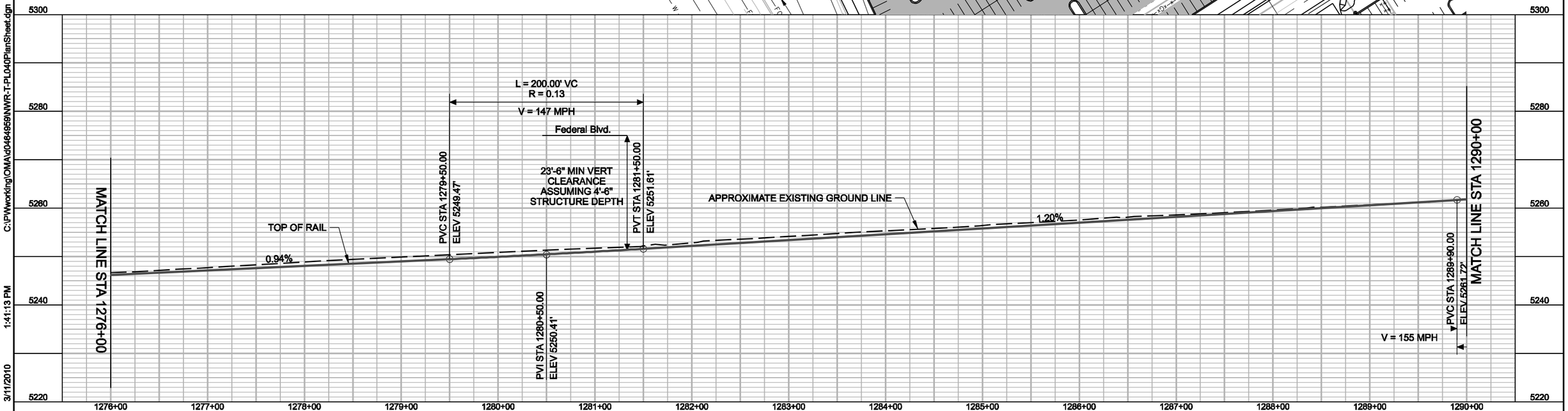
THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING ALL DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

CALL UTILITY NOTIFICATION CENTER OF COLORADO
1-800-922-1987 or (811)
CALL 3-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.





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NO.	REVISIONS	BY	DATE

REVIEWED BY: EJH DATE: 12-08-09
DRAWN BY: BEG DATE: 12-10-09
CHECKED BY: JCM DATE: 1-04-10
TWG LEAD: JCM DATE: 1-04-10
HORZ. SCALE: 1"=50'
VERT. SCALE: 1"=10'
For HALF SIZE Double The Scale
0 50 100 150

DENVER TRANSIT PARTNERS

PROPOSAL SUBMITTAL

RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

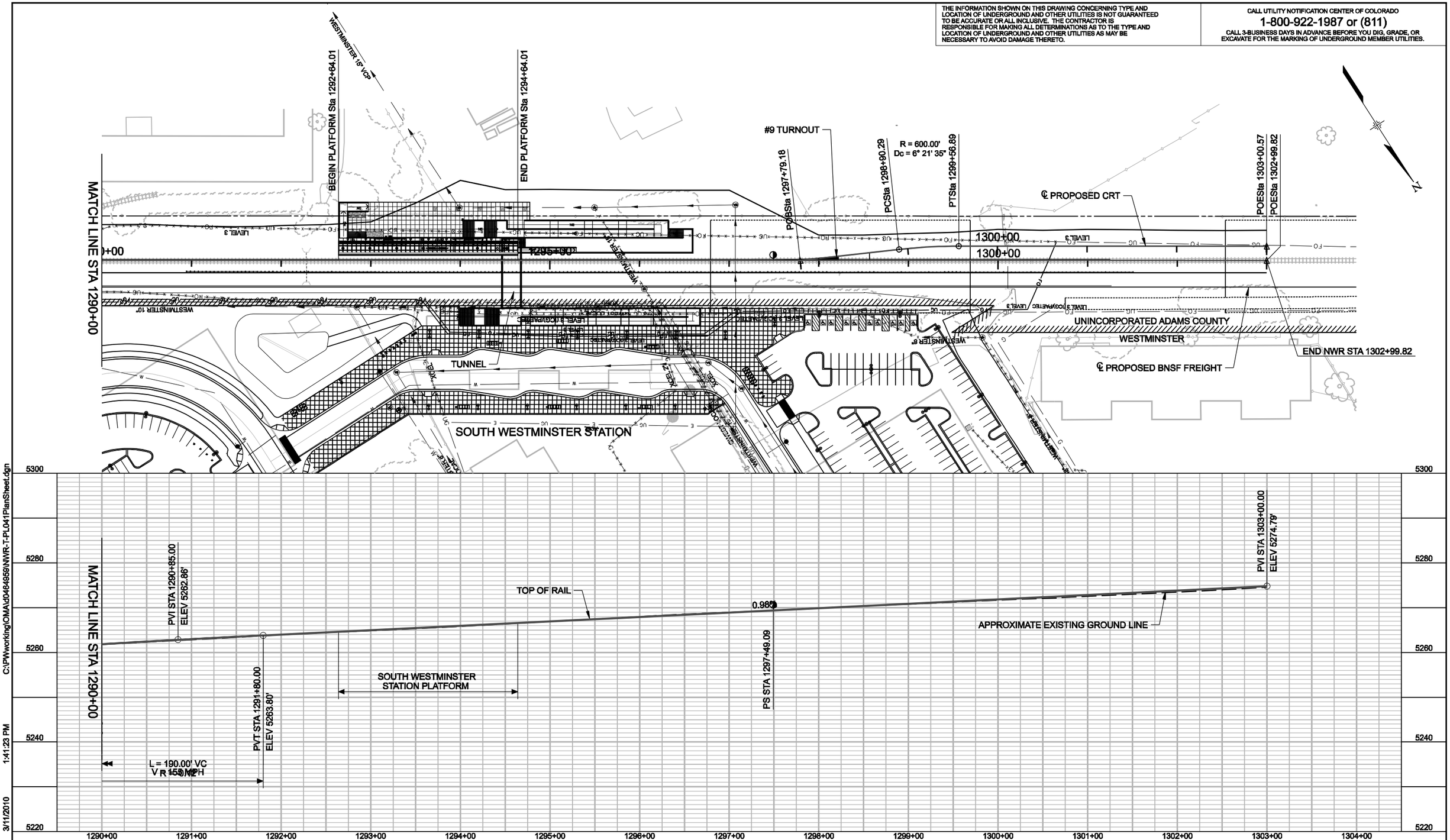
NORTHWEST RAIL ELECTRIFIED SEGMENT TRACK

PLAN AND PROFILE
STA. 1276+00 TO 1290+00

SHEET REFERENCE NUMBER:
T-040

THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING ALL DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

CALL UTILITY NOTIFICATION CENTER OF COLORADO
1-800-922-1987 or (811)
CALL 3-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.



NO.	REVISIONS	BY	DATE

REVIEWED BY: EJH DATE: 12-08-09
DRAWN BY: BEG DATE: 12-10-09
CHECKED BY: JCM DATE: 1-04-10
TWG LEAD: JCM DATE: 1-04-10

HORZ. SCALE: 1"=50'
VERT. SCALE: 1"=10'
For HALF SIZE Double The Scale

0 50 100 150

DENVER TRANSIT PARTNERS

PROPOSAL SUBMITTAL

RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-8990

NORTHWEST RAIL ELECTRIFIED SEGMENT TRACK

PLAN AND PROFILE
STA. 1290+00 TO STA. 1302+99.82

SHEET REFERENCE NUMBER:
T-041

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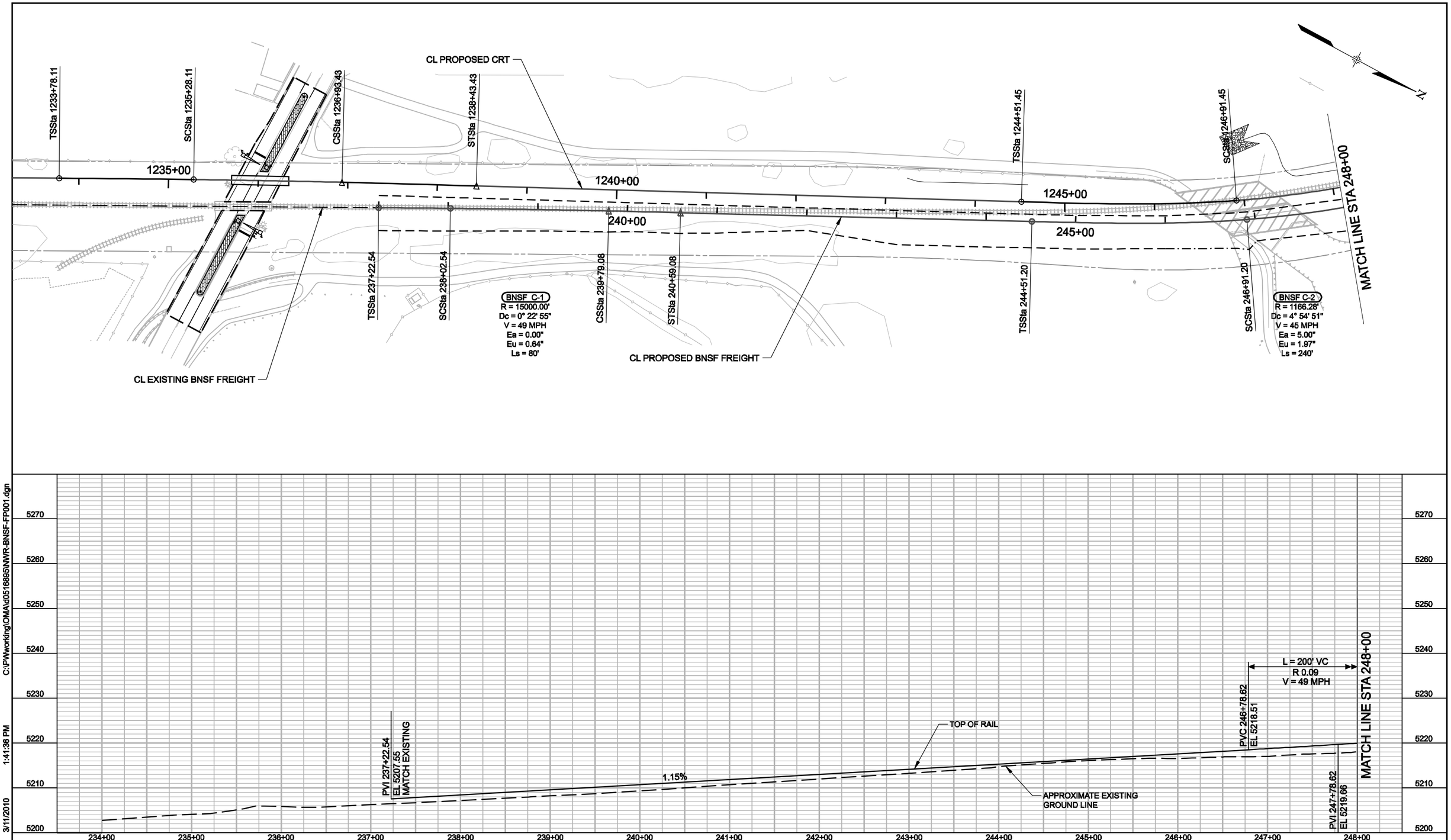

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3/11/2010

USER: dmartine

NO.	REVISIONS	BY	DATE

DESIGNED BY: AD DATE: 01-05-10
DRAWN BY: AHQ DATE: 01-05-10
CHECKED BY: KMS DATE: 01-05-10
APPROVED BY: JW DATE: 01-05-10

DENVER TRANSIT PARTNERS

HORZ. SCALE: 1"=100'
VERT. SCALE: 1"=20'
For HALF SIZE Double The Scale

0 50 100 150

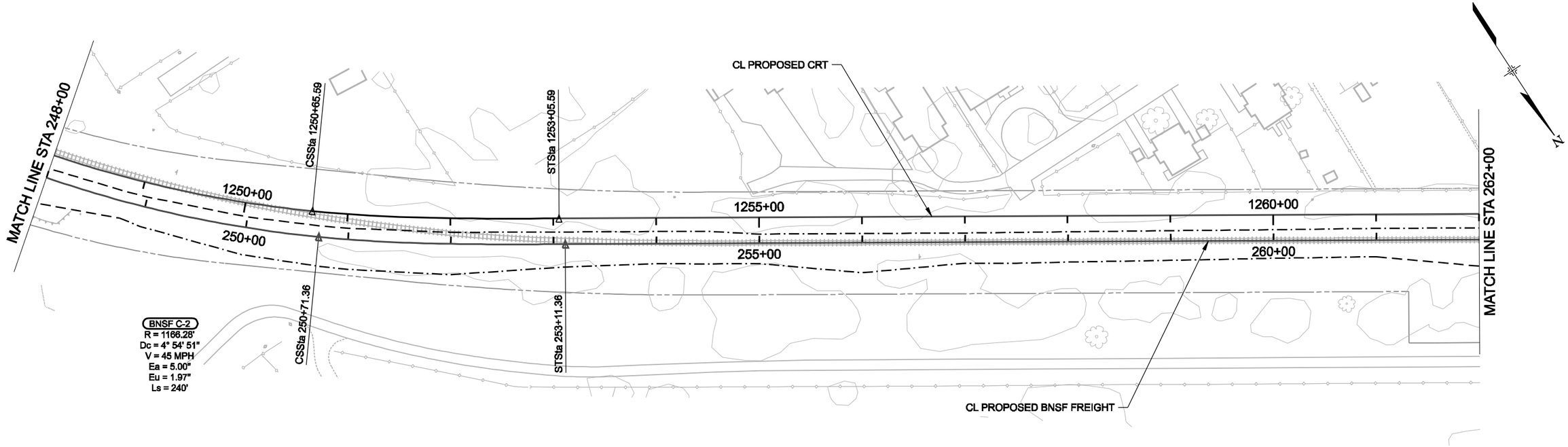
PROPOSAL SUBMITTAL

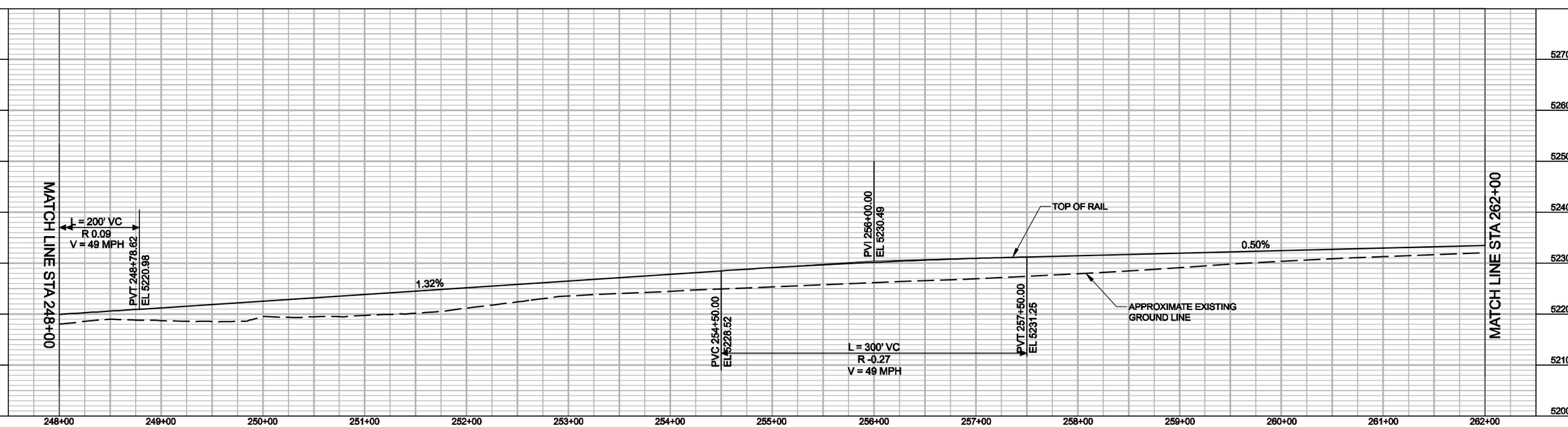
RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6960

NORTHWEST RAIL ELECTRIFIED SEGMENT
BNSF TRACK

STA. 237+22.54 TO 248+00
PLAN & PROFILE

SHEET REFERENCE NUMBER:
FP-001





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USER: dmartine

NO.	REVISIONS	BY	DATE

DESIGNED BY: AD DATE: 01-05-10
DRAWN BY: AHQ DATE: 01-05-10
CHECKED BY: KMS DATE: 01-05-10
APPROVED BY: JW DATE: 01-05-10
HORZ. SCALE: 1"=100'
VERT. SCALE: 1"=20'
For HALF SIZE Double The Scale
0 50 100 150

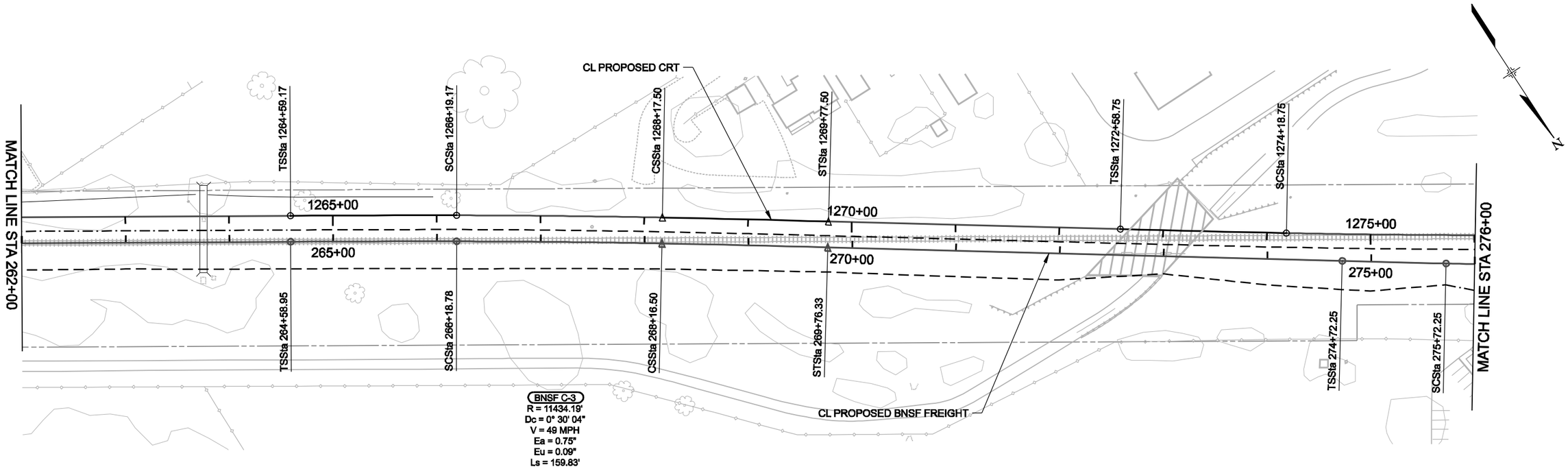
DENVER TRANSIT PARTNERS

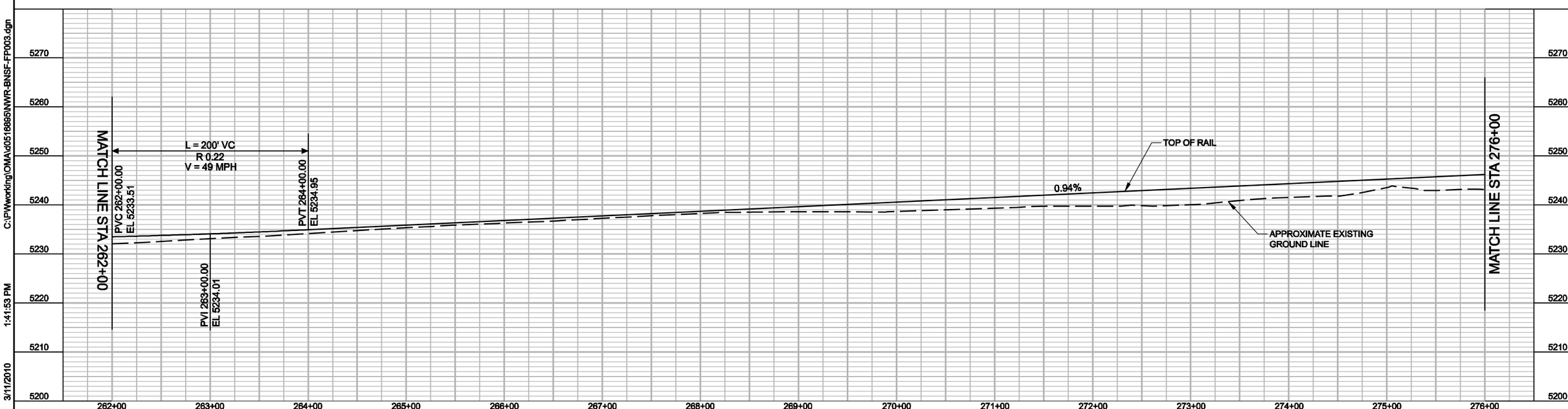
PROPOSAL SUBMITTAL

RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6960

NORTHWEST RAIL ELECTRIFIED SEGMENT
BNSF TRACK
STA. 248+00 TO 262+00
PLAN & PROFILE

SHEET REFERENCE NUMBER:
FP-002





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USER: dmartine

NO.	REVISIONS	BY	DATE

DESIGNED BY: AD DATE: 01-05-10
DRAWN BY: AHQ DATE: 01-05-10
CHECKED BY: KMS DATE: 01-05-10
APPROVED BY: JW DATE: 01-05-10

DENVER TRANSIT PARTNERS

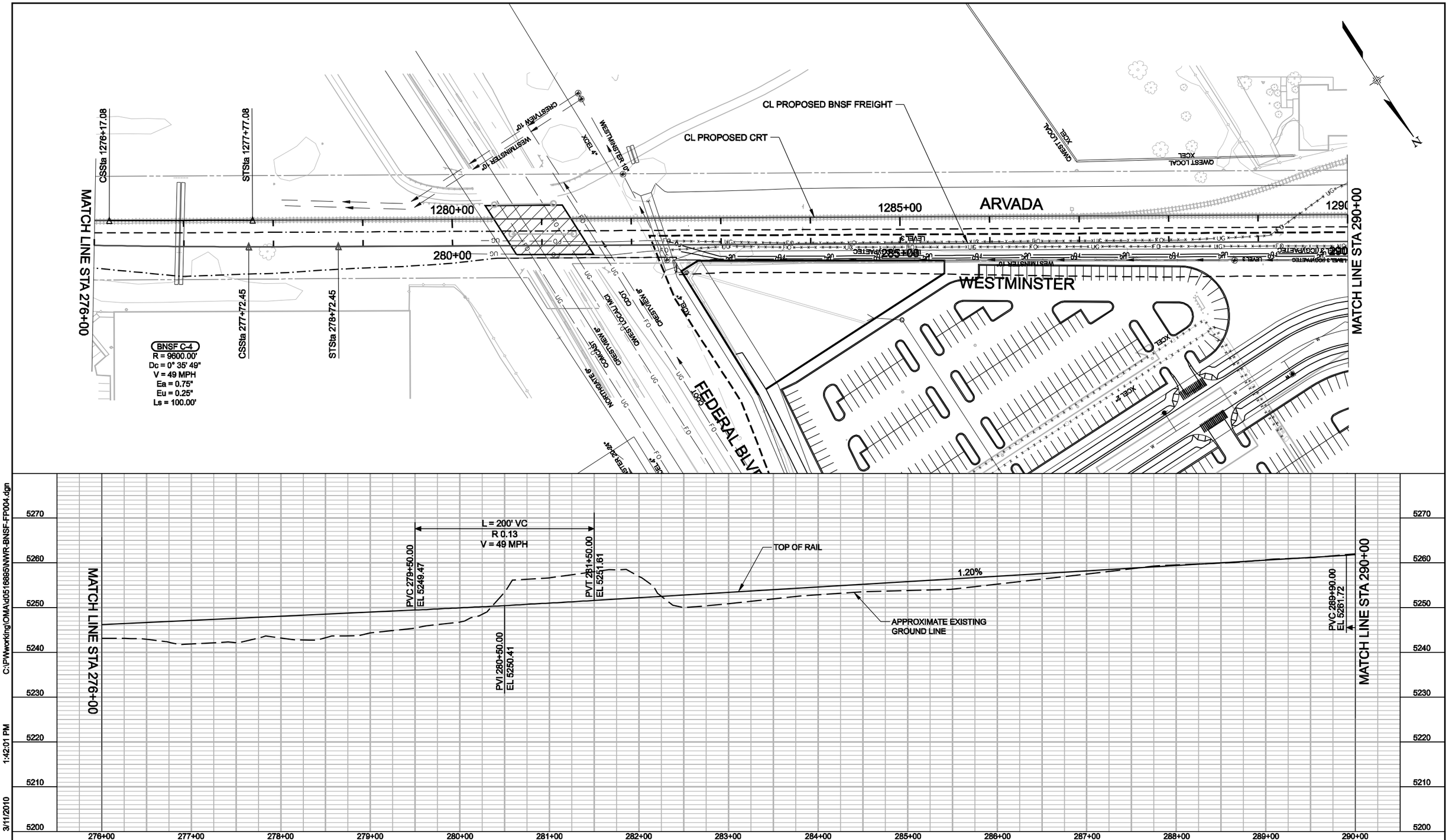
HORZ. SCALE: 1"=100'
VERT. SCALE: 1"=20'
For HALF SIZE Double The Scale
0 50 100 150

PROPOSAL SUBMITTAL

RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6960

NORTHWEST RAIL ELECTRIFIED SEGMENT
BNSF TRACK
STA. 262+00 TO 276+00
PLAN & PROFILE

SHEET REFERENCE NUMBER:
FP-003



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USER: dmartine

NO.	REVISIONS	BY	DATE

DESIGNED BY: AD DATE: 01-05-10
DRAWN BY: AHQ DATE: 01-05-10
CHECKED BY: KMS DATE: 01-05-10
APPROVED BY: JW DATE: 01-05-10

DENVER TRANSIT PARTNERS

HORZ. SCALE: 1"=100'
VERT. SCALE: 1"=20'
For HALF SIZE Double The Scale
0 50 100 150

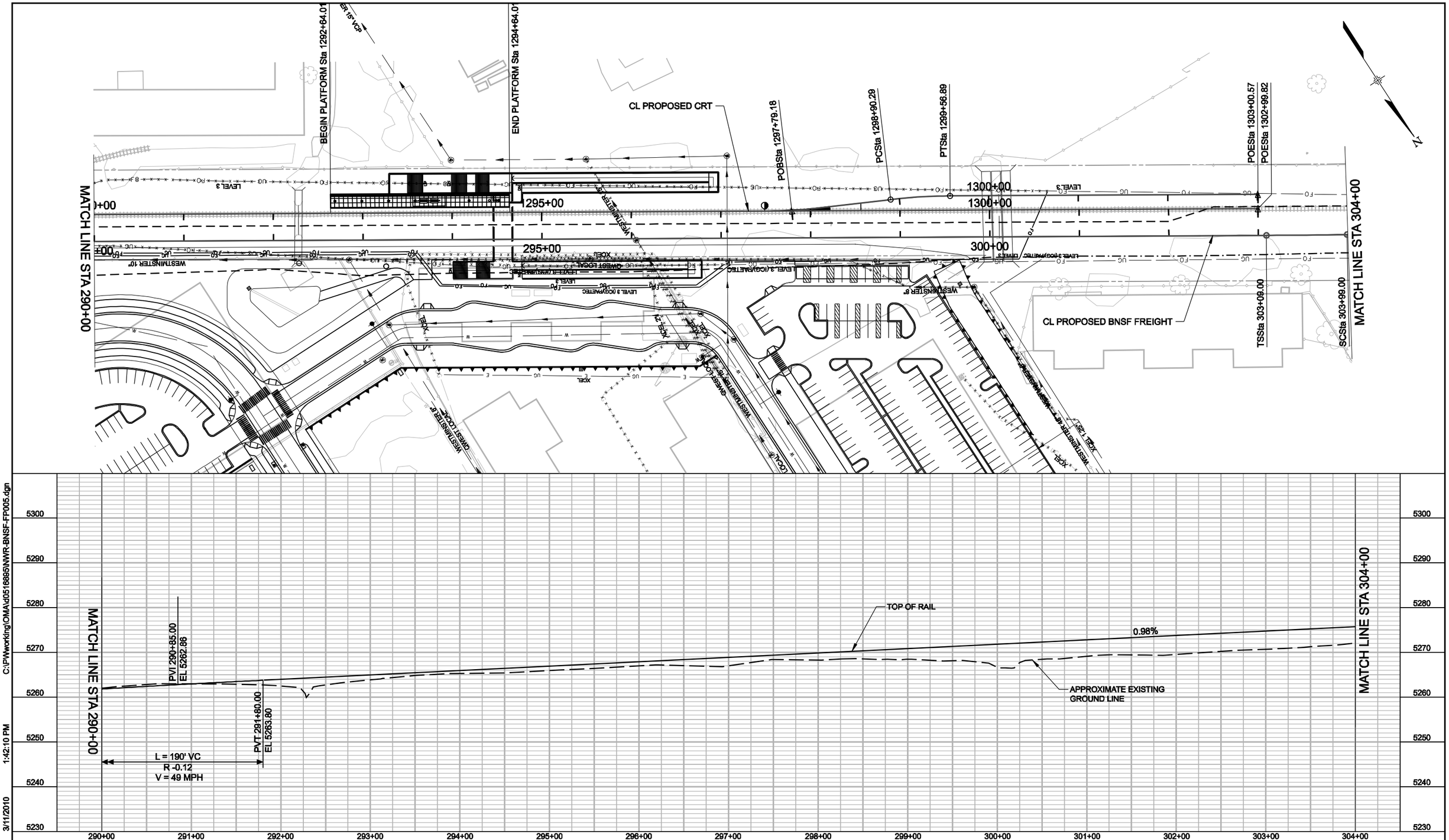
PROPOSAL SUBMITTAL

RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

NORTHWEST RAIL ELECTRIFIED SEGMENT
BNSF TRACK

STA. 276+00 TO 290+00
PLAN & PROFILE

SHEET REFERENCE NUMBER:
FP-004



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NO.	REVISIONS	BY	DATE

DESIGNED BY: AD DATE: 01-05-10
DRAWN BY: AHQ DATE: 01-05-10
CHECKED BY: KMS DATE: 01-05-10
APPROVED BY: JW DATE: 01-05-10

DENVER TRANSIT PARTNERS

HORZ. SCALE: 1"=100'
VERT. SCALE: 1"=20'
For HALF SIZE Double The Scale
0 50 100 150

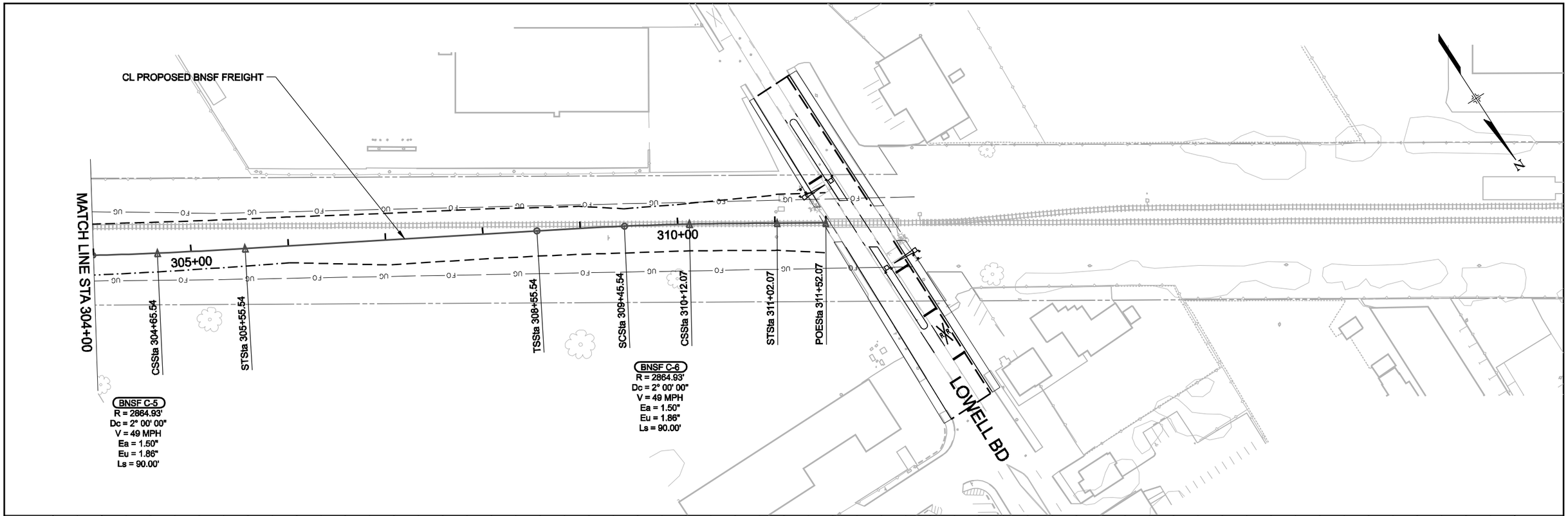
PROPOSAL SUBMITTAL

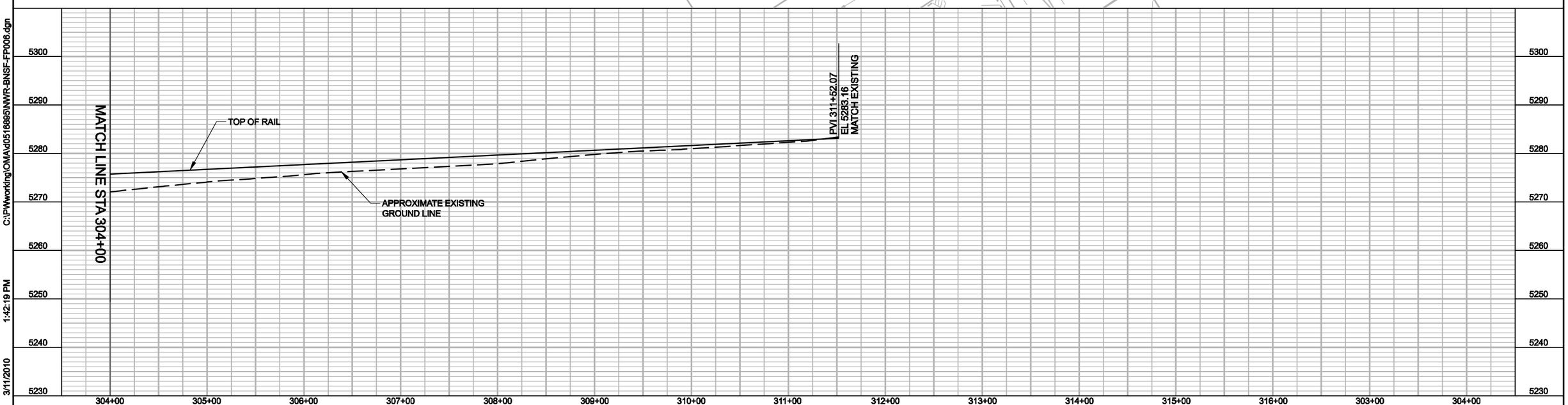
RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

NORTHWEST RAIL ELECTRIFIED SEGMENT BNSF TRACK

STA. 290+00 TO 304+00 PLAN & PROFILE

SHEET REFERENCE NUMBER: FP-005





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NO.	REVISIONS	BY	DATE

DESIGNED BY: AD DATE: 01-05-10
DRAWN BY: AHQ DATE: 01-05-10
CHECKED BY: KMS DATE: 01-05-10
APPROVED BY: JW DATE: 01-05-10

DENVER TRANSIT PARTNERS

HORZ. SCALE: 1"=100'
VERT. SCALE: 1"=20'
For HALF SIZE Double The Scale
0 50 100 150

PROPOSAL SUBMITTAL

RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

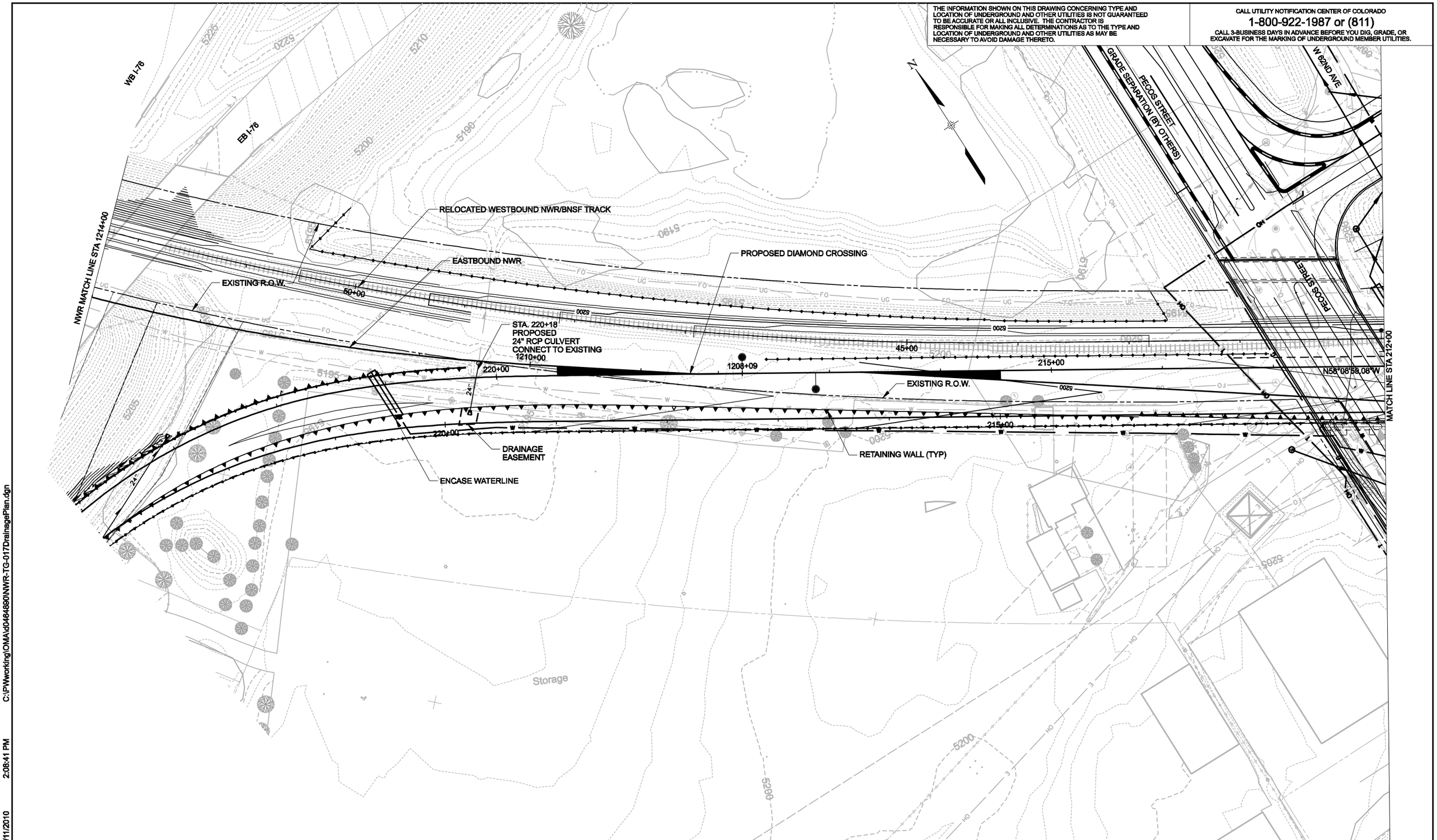
NORTHWEST RAIL ELECTRIFIED SEGMENT
BNSF TRACK

STA. 304+00 TO 311+52.07
PLAN & PROFILE

SHEET REFERENCE NUMBER:
FP-006

THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING ALL DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

CALL UTILITY NOTIFICATION CENTER OF COLORADO
1-800-922-1987 or (811)
CALL 3-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.



NO.	REVISIONS	BY	DATE

DESIGNED BY: RBT DATE: 01/05/10
DRAWN BY: CEF DATE: 01/05/10
CHECKED BY: ODM DATE: 01/05/10
APPROVED BY: KS DATE: 01/05/10
HORZ. SCALE: 1" = 40'
VERT. SCALE: N/A
For HALF SIZE Double The Scale
0 40 80 120

DENVER TRANSIT PARTNERS

PROPOSAL SUBMITTAL

RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

NORTHWEST RAIL ELECTRIFIED SEGMENT

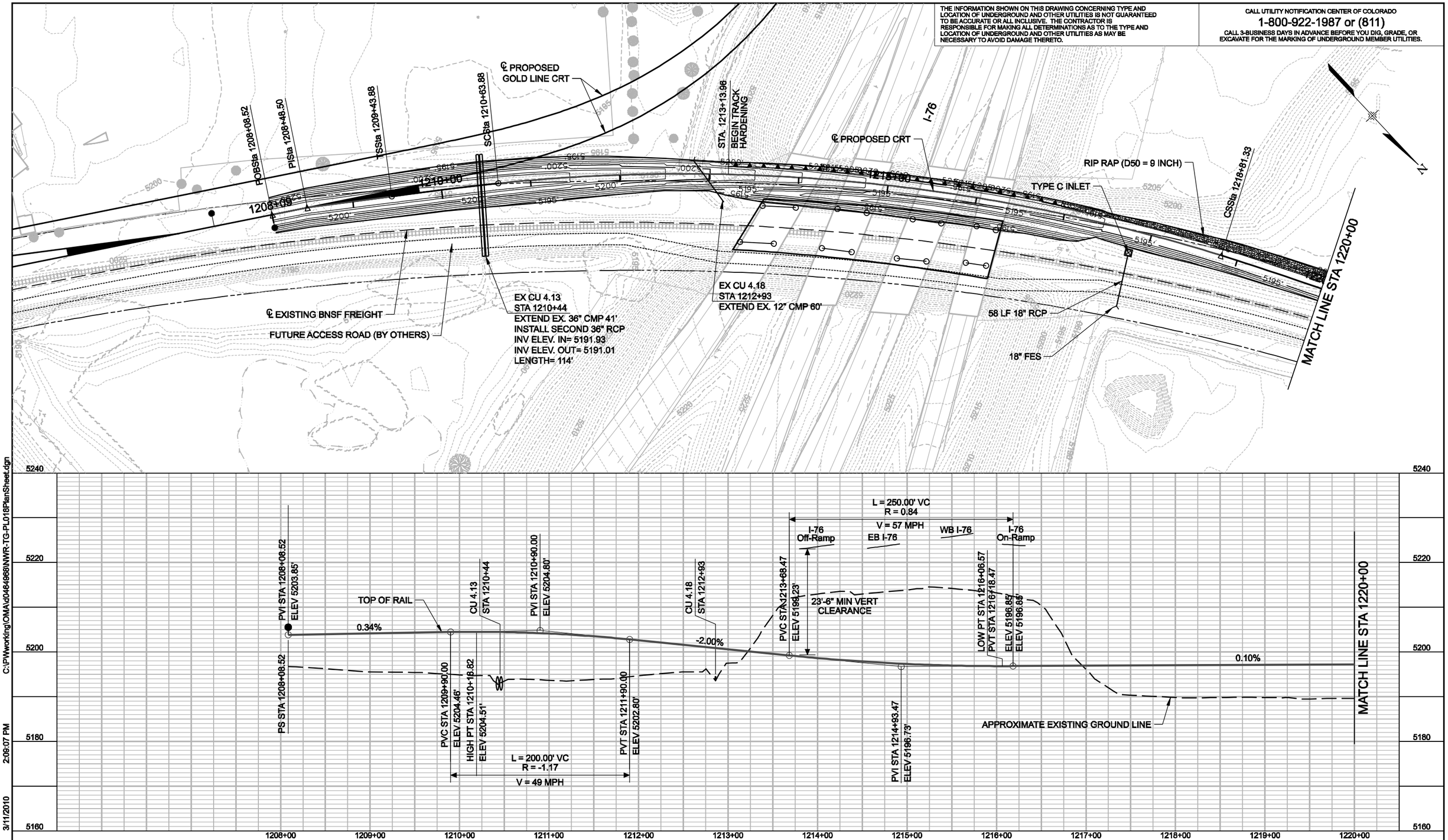
TRACK / GRADING AND DRAINAGE PLAN
WESTBOUND STA 224+00 TO STA 212+00

SHEET REFERENCE NUMBER:
TG-017

USER: dmartine 3/11/2010 2:08:41 PM C:\PWworking\OMA\d0464880\NWR-TG-017DrainagePlan.dgn

THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING ALL DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

CALL UTILITY NOTIFICATION CENTER OF COLORADO
1-800-922-1987 or (811)
CALL 3-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.



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NO.	REVISIONS	BY	DATE

REVIEWED BY: EJH DATE: 12-08-09
DRAWN BY: BEG DATE: 12-10-09
CHECKED BY: JCM DATE: 1-04-10
TWG LEAD: JCM DATE: 1-04-10

DENVER TRANSIT PARTNERS

HORZ. SCALE: 1"=50'
VERT. SCALE: 1"=10'
For HALF SIZE Double The Scale
0 50 100 150

PROPOSAL SUBMITTAL

RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

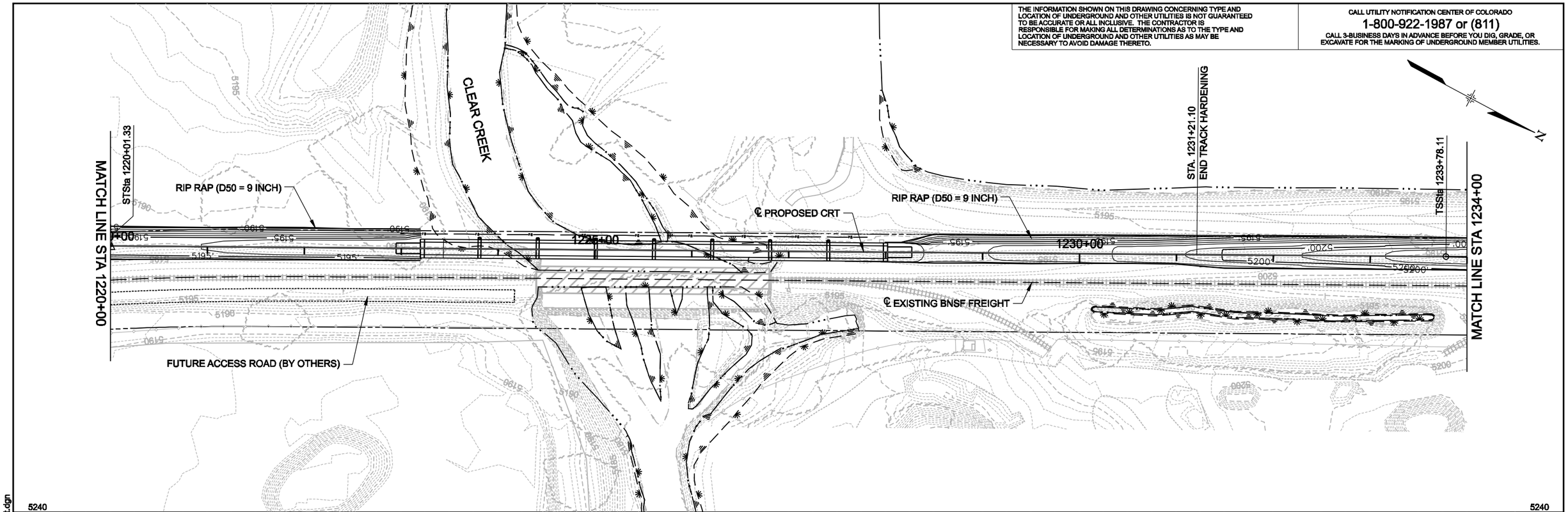
NORTHWEST RAIL ELECTRIFIED SEGMENT GRADING AND DRAINAGE

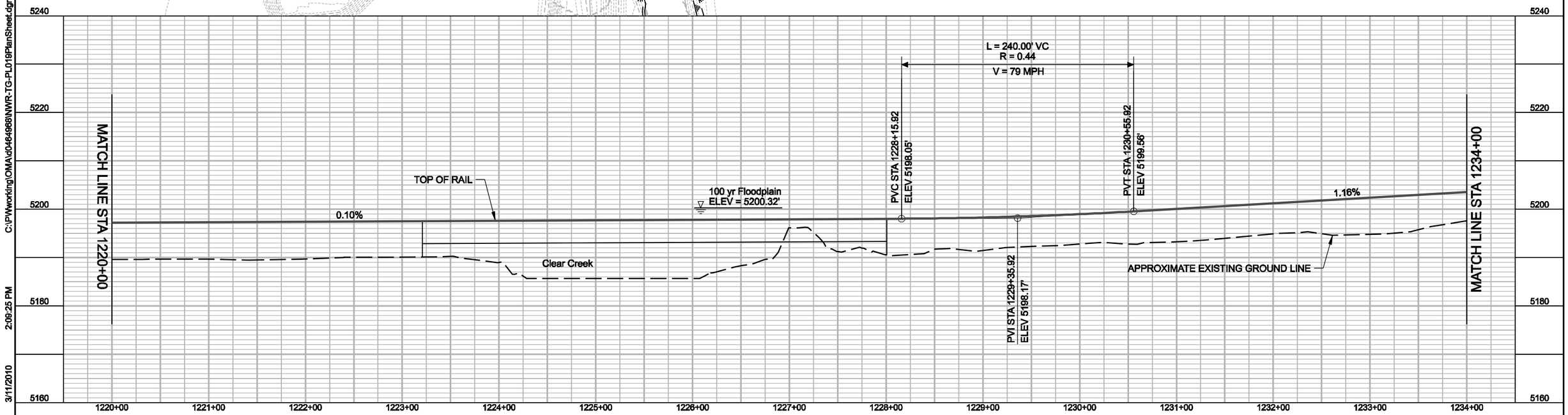
PLAN AND PROFILE STA. 1208+08.52 TO 1220+00

SHEET REFERENCE NUMBER: TG-018

THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING ALL DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

CALL UTILITY NOTIFICATION CENTER OF COLORADO
1-800-922-1987 or (811)
CALL 3-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.





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NO.	REVISIONS	BY	DATE

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DRAWN BY: BEG DATE: 12-10-09
CHECKED BY: JCM DATE: 1-04-10
TWG LEAD: JCM DATE: 1-04-10

DENVER TRANSIT PARTNERS

HORZ. SCALE: 1"=50'
VERT. SCALE: 1"=10'
For HALF SIZE Double The Scale
0 50 100 150

PROPOSAL SUBMITTAL

RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

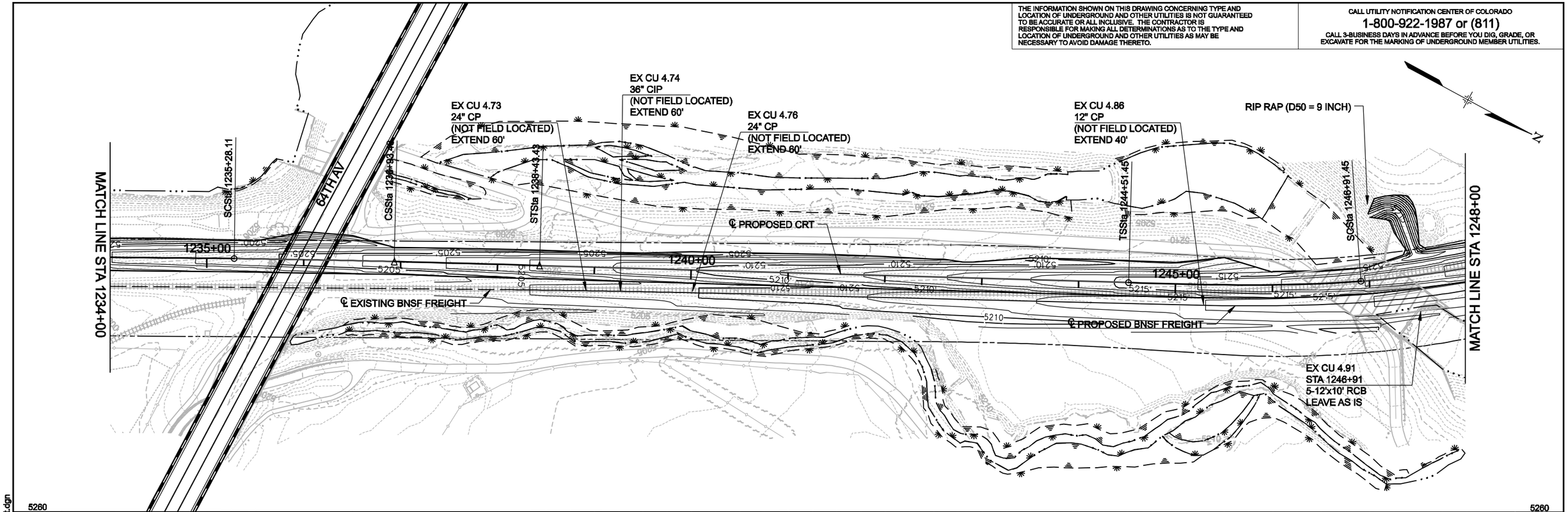
NORTHWEST RAIL ELECTRIFIED SEGMENT GRADING AND DRAINAGE

PLAN AND PROFILE STA 1220+00 TO 1234+00

SHEET REFERENCE NUMBER:
TG-019

THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING ALL DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

CALL UTILITY NOTIFICATION CENTER OF COLORADO
1-800-922-1987 or (811)
CALL 3-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.



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NO.	REVISIONS	BY	DATE

REVIEWED BY: EJH DATE: 12-08-09
DRAWN BY: BEG DATE: 12-10-09
CHECKED BY: JCM DATE: 1-04-10
TWG LEAD: JCM DATE: 1-04-10

DENVER TRANSIT PARTNERS

HORZ. SCALE: 1"=50'
VERT. SCALE: 1"=10'
For HALF SIZE Double The Scale
0 50 100 150

PROPOSAL SUBMITTAL

RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

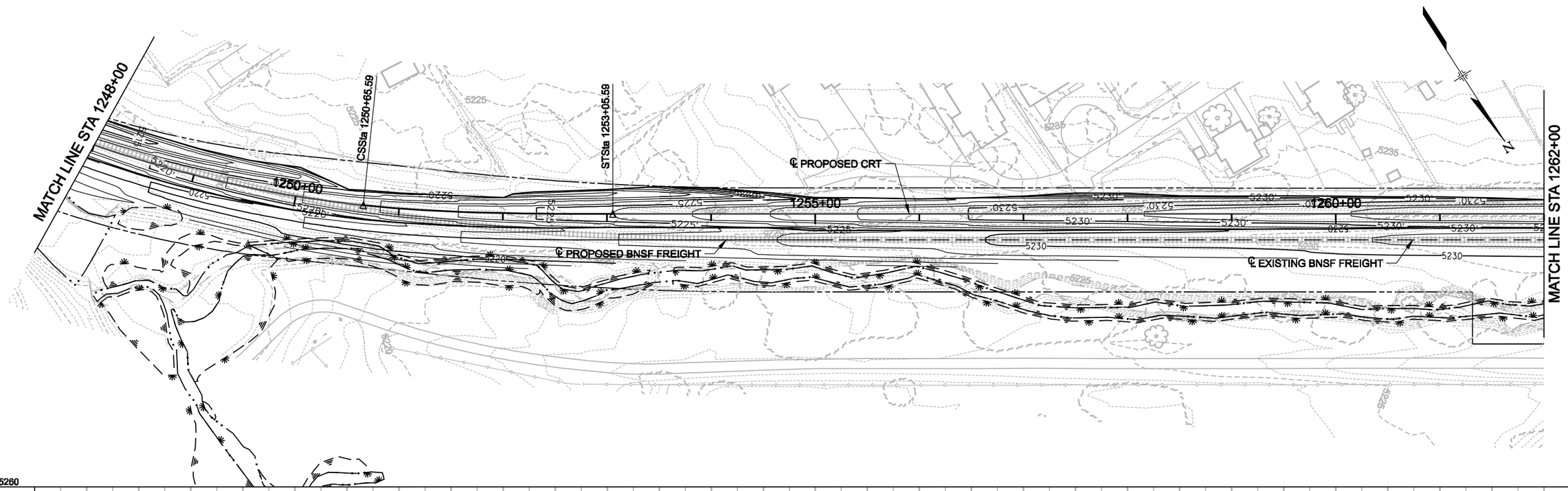
NORTHWEST RAIL ELECTRIFIED SEGMENT GRADING AND DRAINAGE

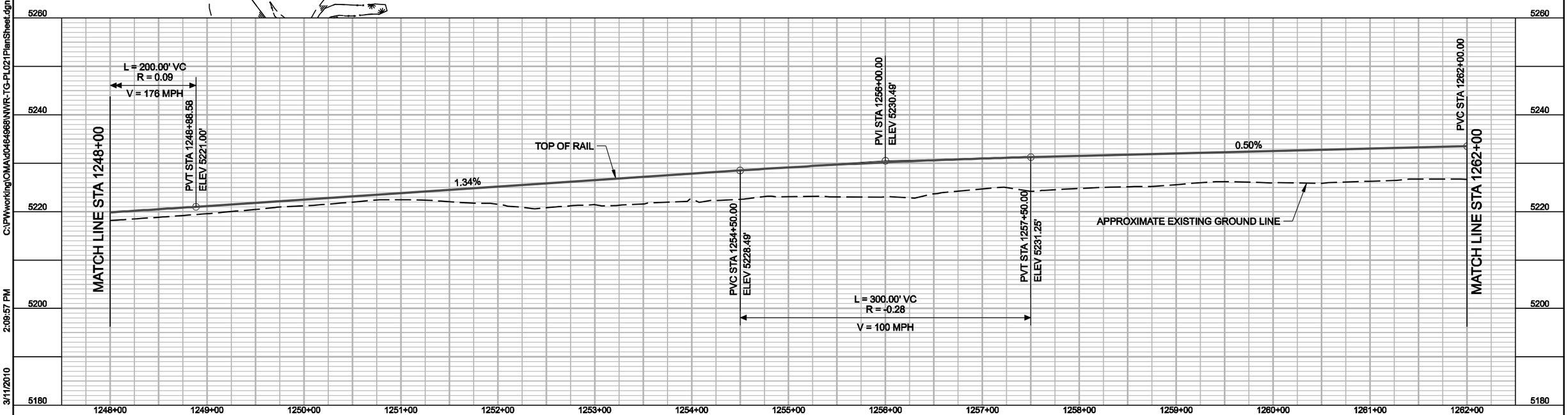
PLAN AND PROFILE STA. 1234+00 TO 1248+00

SHEET REFERENCE NUMBER: TG-020

THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING ALL DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

CALL UTILITY NOTIFICATION CENTER OF COLORADO
1-800-922-1987 or (811)
CALL 3-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.





NO.	REVISIONS	BY	DATE

REVIEWED BY: EJH DATE: 12-08-09
DRAWN BY: BEG DATE: 12-10-09
CHECKED BY: JCM DATE: 1-04-10
TWG LEAD: JCM DATE: 1-04-10

HORZ. SCALE: 1"=50'
VERT. SCALE: 1"=10'
For HALF SIZE Double The Scale

0 50 100 150

DENVER TRANSIT PARTNERS

PROPOSAL SUBMITTAL

RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

NORTHWEST RAIL ELECTRIFIED SEGMENT GRADING AND DRAINAGE

PLAN AND PROFILE STA. 1248+00 TO 1262+00

SHEET REFERENCE NUMBER: TG-021

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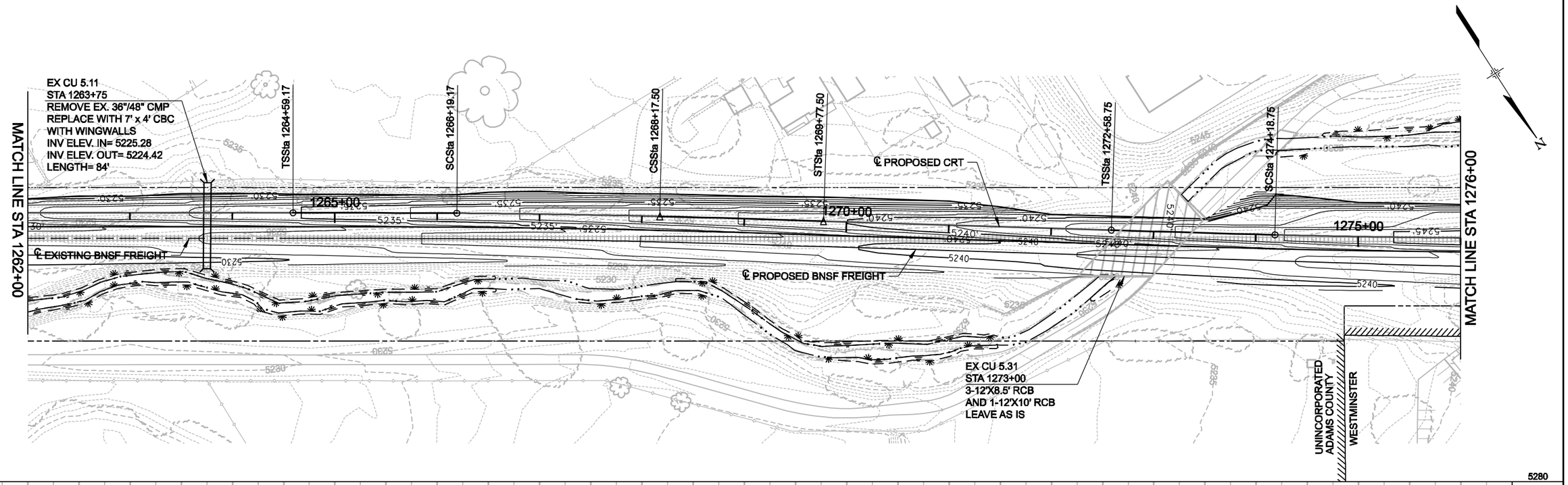
THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING ALL DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

CALL UTILITY NOTIFICATION CENTER OF COLORADO
1-800-922-1987 or (811)
CALL 3-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.



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NO.	REVISIONS	BY	DATE

REVIEWED BY: EJH DATE: 12-08-09
DRAWN BY: BEG DATE: 12-10-09
CHECKED BY: JCM DATE: 1-04-10
TWG LEAD: JCM DATE: 1-04-10

HORZ. SCALE: 1"=50'
VERT. SCALE: 1"=10'
For HALF SIZE Double The Scale
0 50 100 150

DENVER TRANSIT PARTNERS

PROPOSAL SUBMITTAL

RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6960

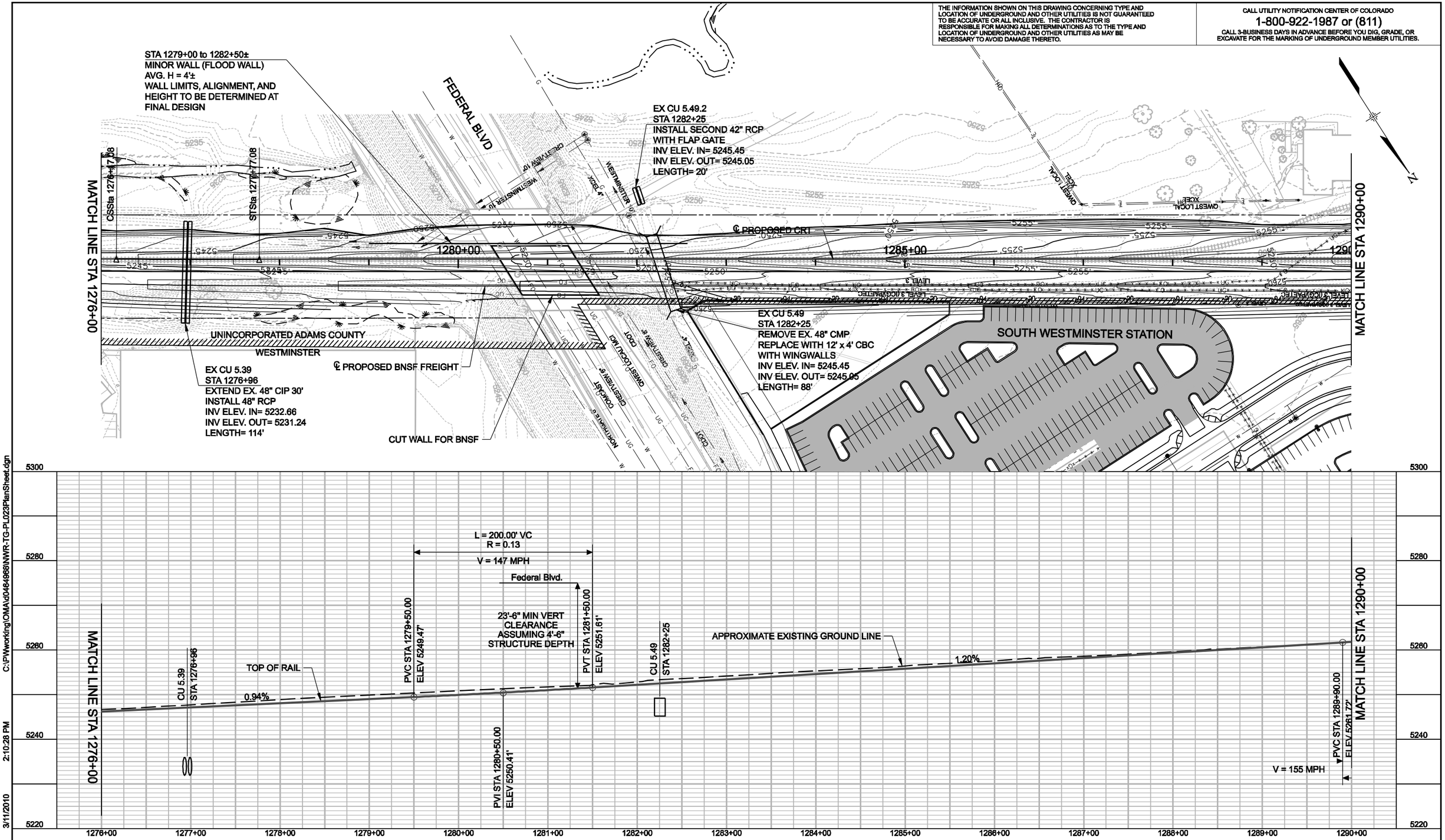
NORTHWEST RAIL ELECTRIFIED SEGMENT GRADING AND DRAINAGE

PLAN AND PROFILE STA. 1262+00 TO 1276+00

SHEET REFERENCE NUMBER:
TG-022

THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING ALL DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

CALL UTILITY NOTIFICATION CENTER OF COLORADO
1-800-922-1987 or (811)
CALL 3-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.



NO.	REVISIONS	BY	DATE

REVIEWED BY: EJH DATE: 12-08-09
DRAWN BY: BEG DATE: 12-10-09
CHECKED BY: JCM DATE: 1-04-10
TWG LEAD: JCM DATE: 1-04-10
HORZ. SCALE: 1"=50'
VERT. SCALE: 1"=10'
For HALF SIZE Double The Scale
0 50 100 150

DENVER TRANSIT PARTNERS

PROPOSAL SUBMITTAL

RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

NORTHWEST RAIL ELECTRIFIED SEGMENT GRADING AND DRAINAGE

PLAN AND PROFILE STA. 1276+00 TO 1290+00

SHEET REFERENCE NUMBER: TG-023

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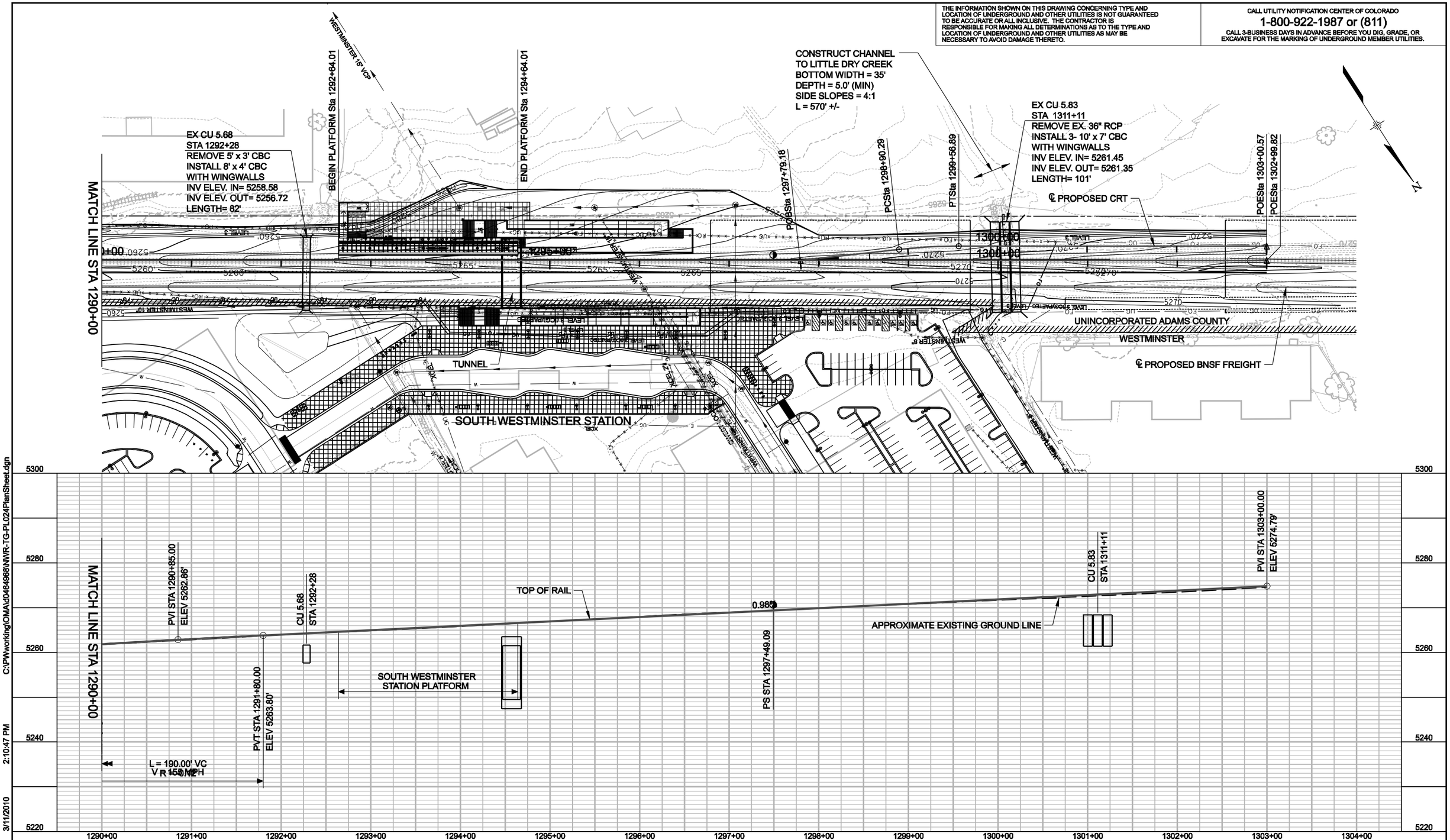
THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING ALL DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

CALL UTILITY NOTIFICATION CENTER OF COLORADO
1-800-922-1987 or (811)
CALL 3-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.



NO.	REVISIONS	BY	DATE

REVIEWED BY: EJH DATE: 12-08-09
DRAWN BY: BEG DATE: 12-10-09
CHECKED BY: JCM DATE: 1-04-10
TWG LEAD: JCM DATE: 1-04-10

DENVER TRANSIT PARTNERS

HORZ. SCALE: 1"=50'
VERT. SCALE: 1"=10'
For HALF SIZE Double The Scale
0 50 100 150

PROPOSAL SUBMITTAL

RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-8990

NORTHWEST RAIL ELECTRIFIED SEGMENT GRADING AND DRAINAGE

PLAN AND PROFILE
STA. 1290+00 TO STA. 1302+99.82

SHEET REFERENCE NUMBER:
TG-024

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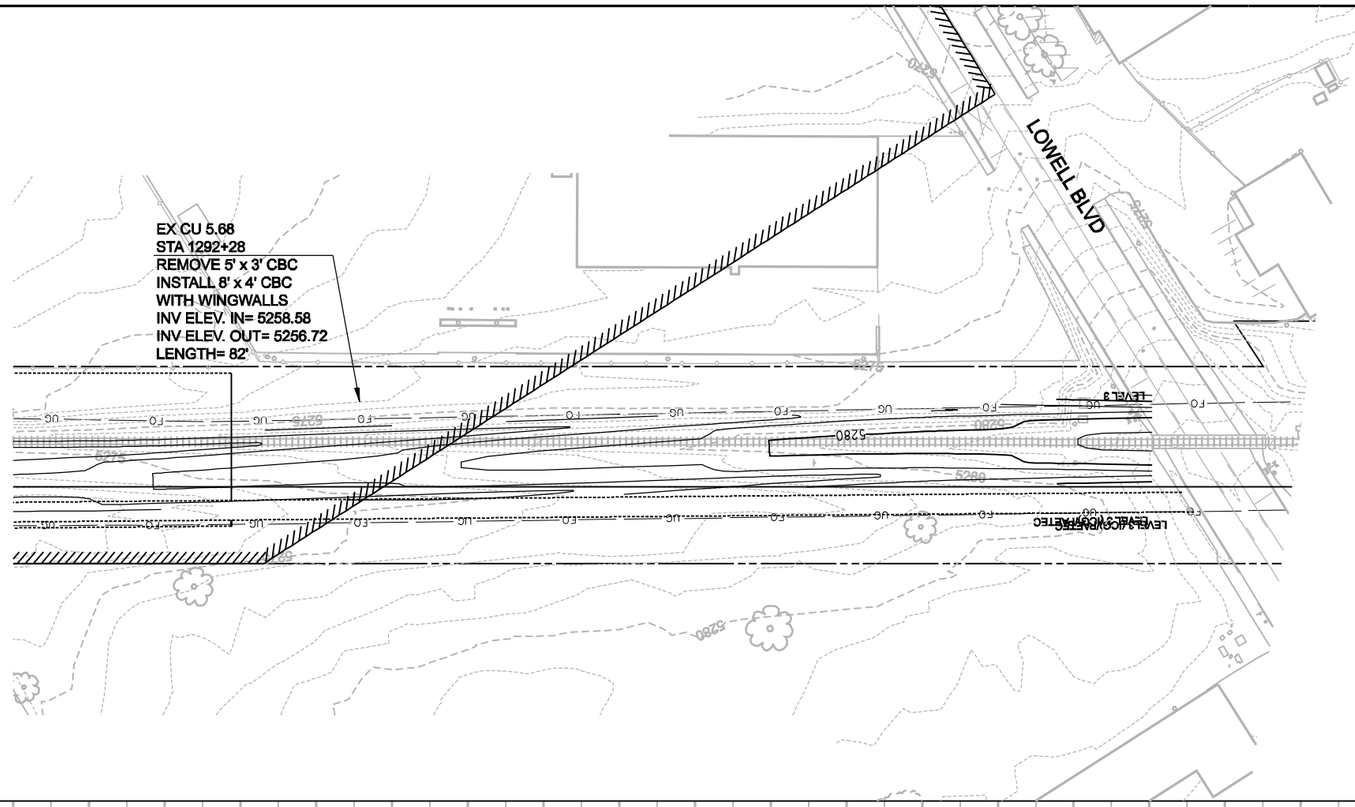
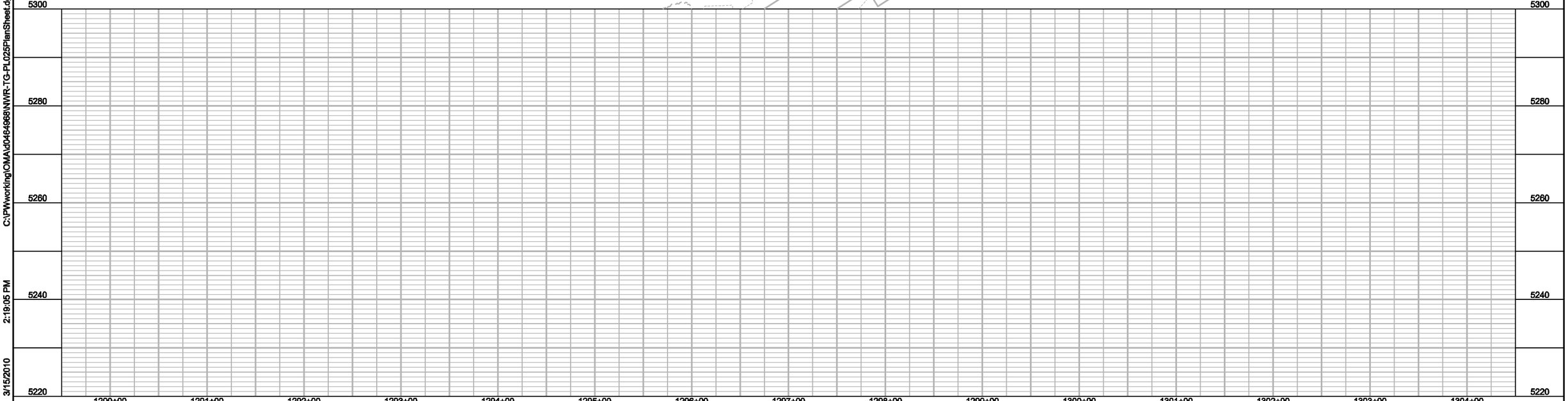
3/11/2010
USER: dmartine

THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING ALL DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

CALL UTILITY NOTIFICATION CENTER OF COLORADO
1-800-922-1987 or (811)
CALL 3-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.





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NO.	REVISIONS	BY	DATE

REVIEWED BY: EJH DATE: 12-08-09
DRAWN BY: BEG DATE: 12-10-09
CHECKED BY: JCM DATE: 1-04-10
TWG LEAD: JCM DATE: 1-04-10
HORZ. SCALE: 1"=50' VERT. SCALE: 1"=10'
For HALF SIZE Double The Scale
0 50 100 150

DENVER TRANSIT PARTNERS

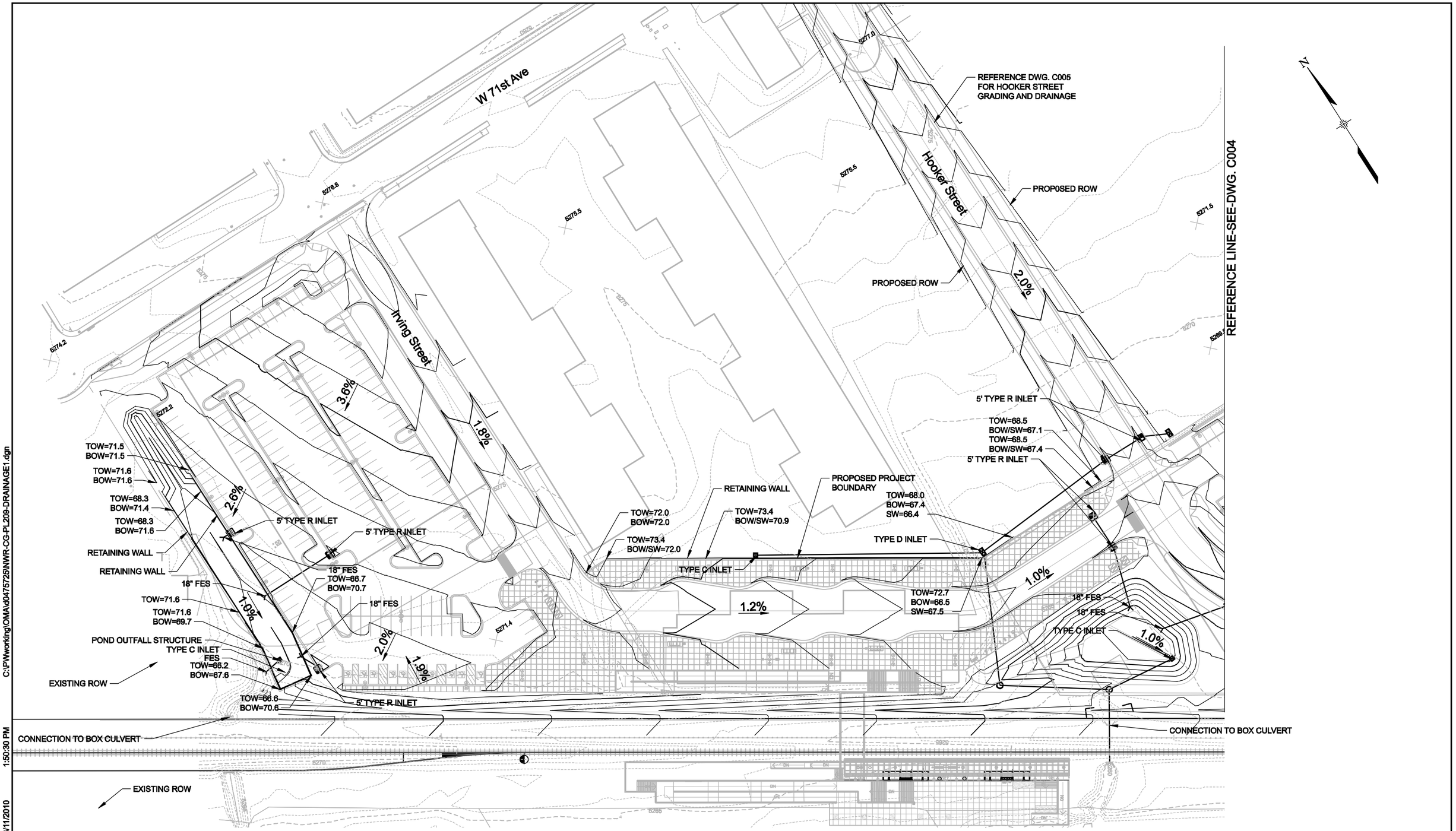
PROPOSAL SUBMITTAL

RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

NORTHWEST RAIL ELECTRIFIED SEGMENT GRADING AND DRAINAGE

PLAN AND PROFILE

SHEET REFERENCE NUMBER: TG-025



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3/11/2010

USER: dmartine

NO.	REVISIONS	BY	DATE

REVIEWED BY: LDL DATE: 12-15-09
DRAWN BY: LDL DATE: 12-15-09
CHECKED BY: JCM DATE: 12-23-09
TWG LEAD: JCM DATE: 12-23-09

DENVER TRANSIT PARTNERS

HORZ. SCALE: 1"=40'
VERT. SCALE: N/A
For HALF SIZE Double The Scale
0 40 80 120

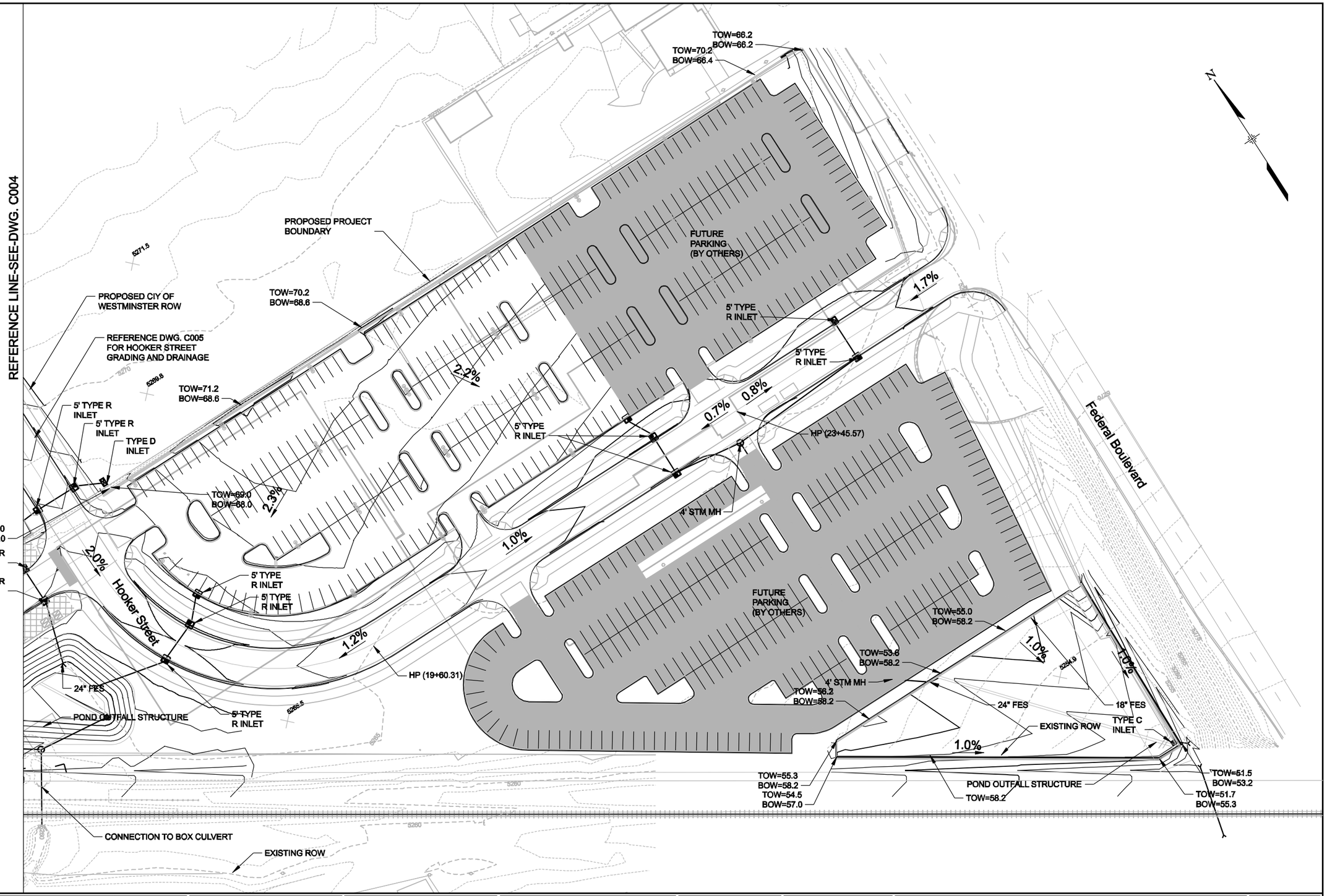
PROPOSAL SUBMITTAL

RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6960

NORTHWEST RAIL ELECTRIFIED SEGMENT SOUTH WESTMINSTER

GRADING AND DRAINAGE PLAN I

SHEET REFERENCE NUMBER:
CG-209



NO.	REVISIONS	BY	DATE

REVIEWED BY: LDL DATE: 12-15-09
DRAWN BY: LDL DATE: 12-15-09
CHECKED BY: JCM DATE: 12-23-09
TWG LEAD: JCM DATE: 12-23-09

DENVER TRANSIT PARTNERS

HORZ. SCALE: 1"=40'
VERT. SCALE: N/A
For HALF SIZE Double The Scale
0 40 80 120

PROPOSAL SUBMITTAL

RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

NORTHWEST RAIL ELECTRIFIED SEGMENT SOUTH WESTMINSTER

GRADING AND DRAINAGE PLAN II

SHEET REFERENCE NUMBER:
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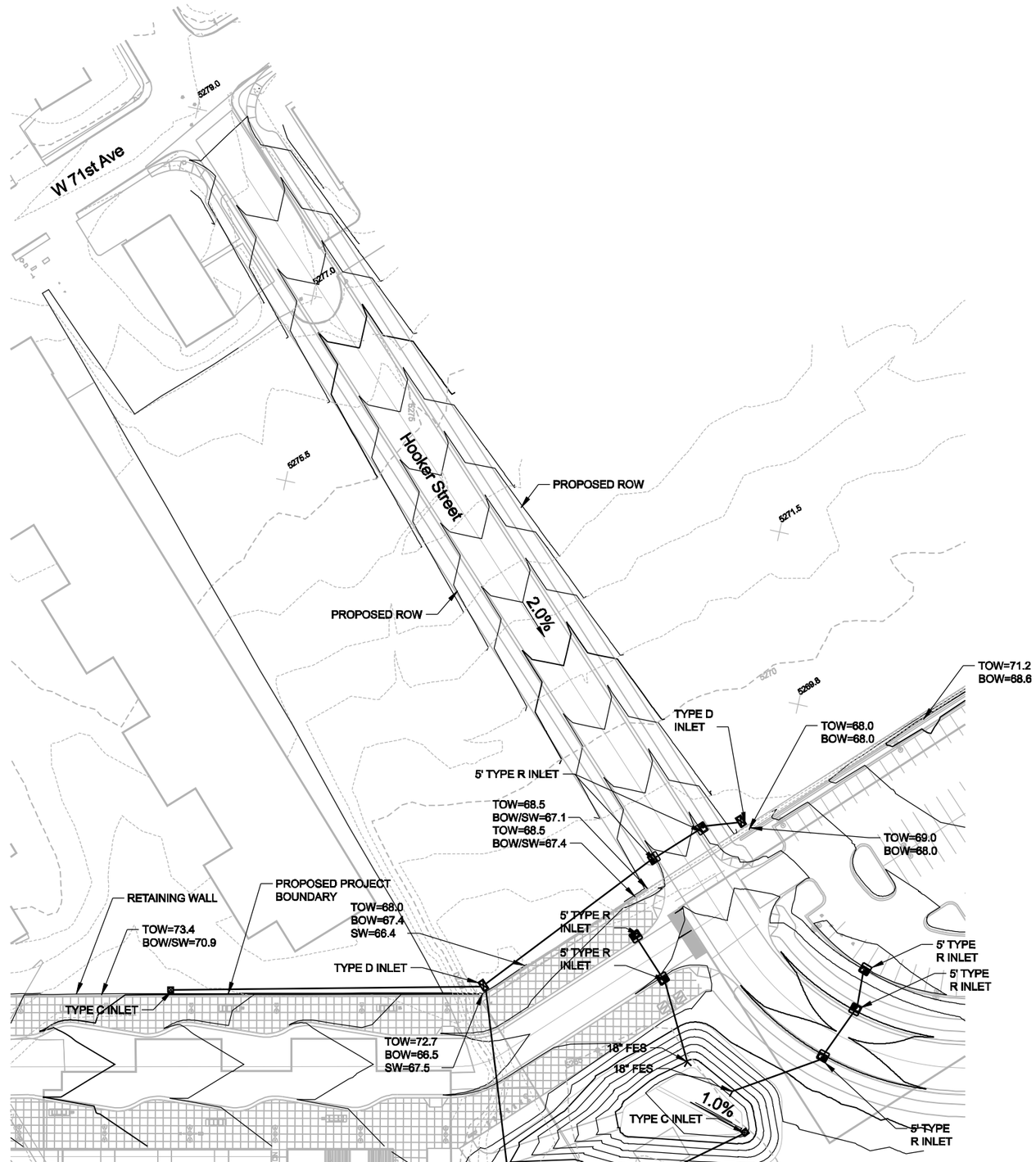

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NO.	REVISIONS	BY	DATE

REVIEWED BY: LDL DATE: 12-15-09
DRAWN BY: LDL DATE: 12-15-09
CHECKED BY: JCM DATE: 12-23-09
TWG LEAD: JCM DATE: 12-23-09

DENVER TRANSIT PARTNERS

HORZ. SCALE: 1"=40'
VERT. SCALE: N/A
For HALF SIZE Double The Scale

0 40 80 120

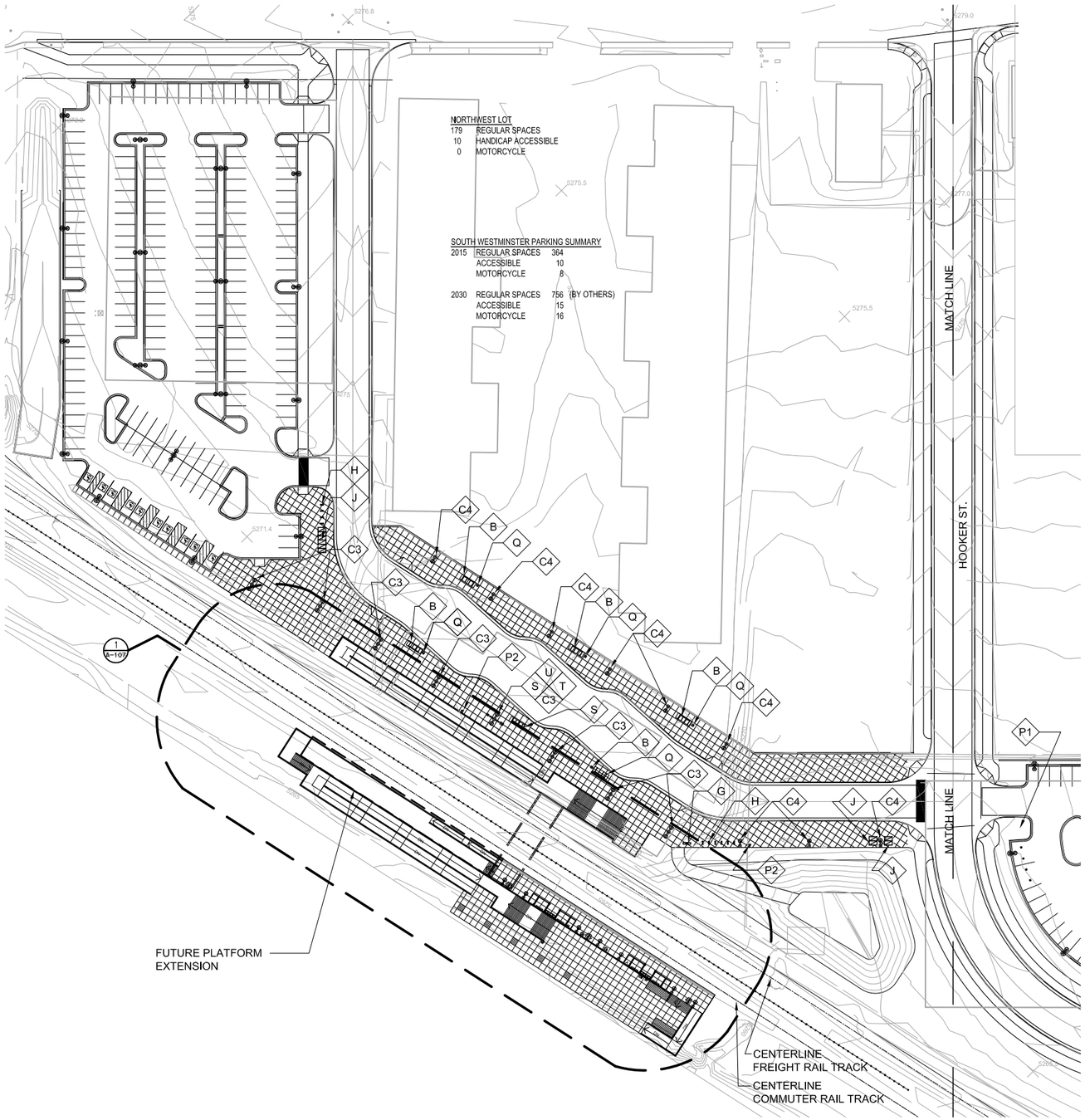
PROPOSAL SUBMITTAL

RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

NORTHWEST RAIL ELECTRIFIED SEGMENT SOUTH WESTMINSTER

GRADING AND DRAINAGE PLAN III

SHEET REFERENCE NUMBER:
CG-211



1 STATION AREA PLAN-WEST -REVISED PARKING PLAN

Scale: 1" = 50' - 0"

SYMBOL		SITE KEYNOTES
	A	SHELTER W/ WINDSCREEN AT CENTERLINE
	B	BUS SHELTER
	C1	16' HIGH LIGHT POLE - DOUBLE
	C2	16' HIGH LIGHT POLE - SINGLE
	C3	24' HIGH DOUBLE LIGHT POST FOR PARKING
	C4	24' HIGH SINGLE LIGHT POST FOR PARKING
	C5	SHELTER LIGHT
	D	PEDESTRIAN CROSSING WARNING
DRS	E	DRIVER'S RELIEF STATION - TYPE IV
	F1	TYPE I FENCE 5' H CHAIN LINK & BLACK VINYL MESH
	F2	TYPE II FENCE 6' H CHAIN LINK & BLACK VINYL MESH
	F3	BARRIER FENCE
NR	G	NEWSPAPER RACK
	H	BIKE RACK
	J	BIKE LOCKER
	K	BENCH
	L	DOOR MARKER
	O	TACTILE WARNING STRIP
	P1	FUTURE EMERGENCY PHONE
	P2	PUBLIC PHONE
TR	Q	TRASH RECEPTACLE
	R1	TYPE I ORNAMENTAL RAILING 48" HIGH
	R2	TYPE II ORNAMENTAL RAILING 60" HIGH
V	S	TICKET VALIDATING MACHINE (BY OTHERS)
TVM	T	TICKET VENDING MACHINE (BY OTHERS)
	U	WAYFINDING SIGNAGE
	V1	OCS SINGLE
	V2	OCS CENTER
	W	POWER CONTROL CENTER
	X	ADA CURB RAMP
	Y	LANDSCAPE PLANTER
	Z	CEILING MTD. PA SPEAKER
VMS	AA1	VMS-DOUBLE FACED
VMS	AA2	VMS-SINGLE FACED

N

NO.	REVISIONS	BY	DATE

DESIGNED BY: NAME DATE: DATE
DRAWN BY: NAME DATE: DATE
CHECKED BY: NAME DATE: DATE
APPROVED BY: NAME DATE: DATE

DENVER TRANSIT PARTNERS

HORZ. SCALE: 1" = 50' - 0"
VERT. SCALE: N/A

0 50 100 150

HALF SIZE - Double The Scale

PROPOSAL SUBMITTAL

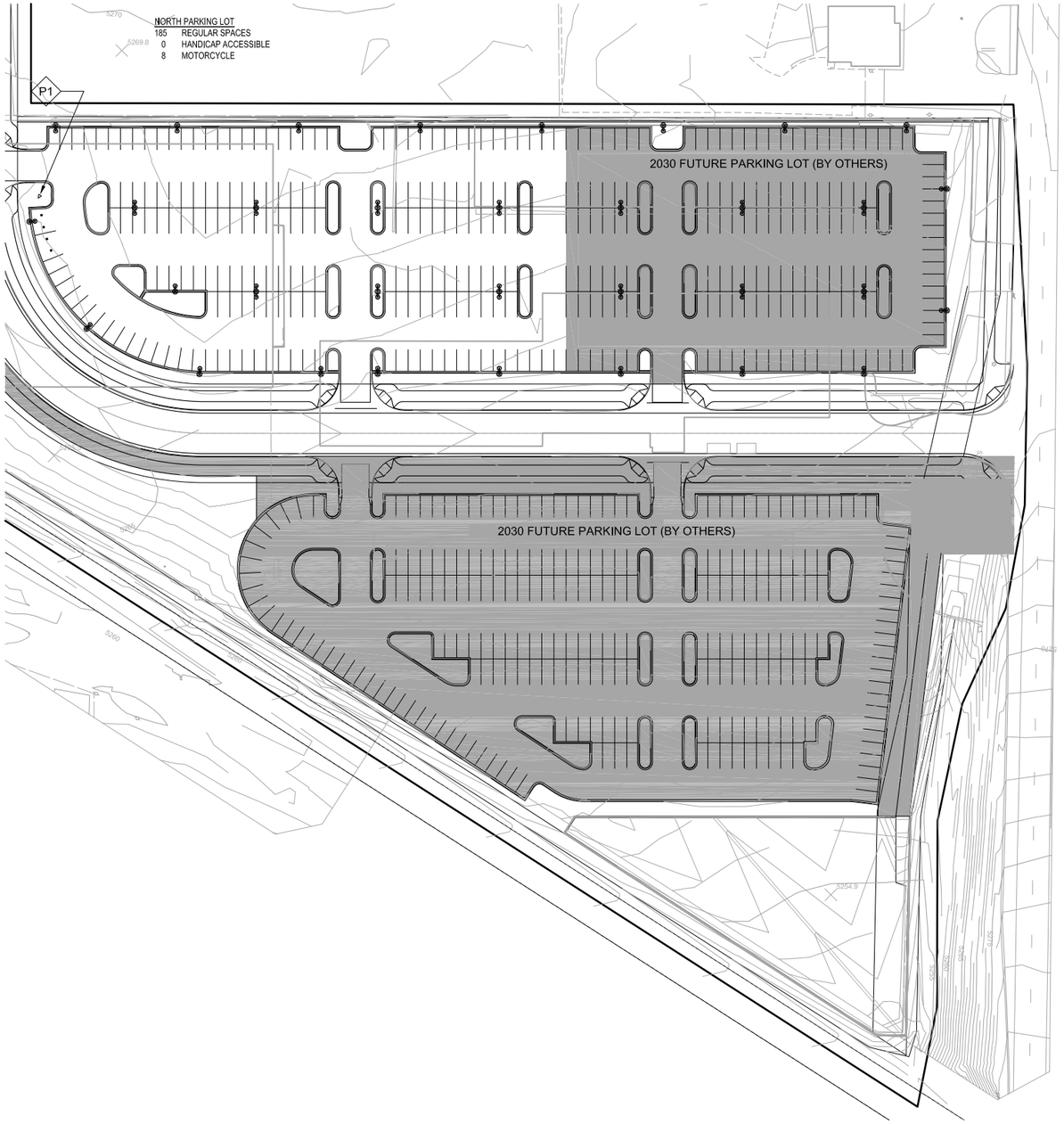
RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

NORTHWEST RAIL ELECTRIFIED SEGMENT

ARCHITECTURAL
SOUTH WESTMINSTER STATION - PARTIAL SITE PLAN

SHEET REFERENCE NUMBER: A-103

USER: 03/12/2010 - 11:03am J:\27212_RTD Eagle P3\5.9 Drawings\59arch\layouts\P3A1251-st_area_pl_westminster.dwg



NORTH EAST LOT (BY OTHERS)
150 REGULAR SPACES
0 HANDICAP ACCESSIBLE
0 MOTORCYCLE

SOUTH EAST LOT (BY OTHERS)
242 REGULAR SPACES
0 HANDICAP ACCESSIBLE
0 MOTORCYCLE

N

SYMBOL		SITE KEYNOTES
	A	SHELTER W/ WINDSCREEN AT CENTERLINE
	B	BUS SHELTER
	C1	16' HIGH LIGHT POLE - DOUBLE
	C2	16' HIGH LIGHT POLE - SINGLE
	C3	24' HIGH DOUBLE LIGHT POST FOR PARKING
	C4	24' HIGH SINGLE LIGHT POST FOR PARKING
	C5	SHELTER LIGHT
	D	PEDESTRIAN CROSSING WARNING
DRS	E	DRIVER'S RELIEF STATION - TYPE IV
	F1	TYPE I FENCE 5' H CHAIN LINK & BLACK VINYL MESH
	F2	TYPE II FENCE 6' H CHAIN LINK & BLACK VINYL MESH
	F3	BARRIER FENCE
	G	NEWSPAPER RACK
	H	BIKE RACK
	J	BIKE LOCKER
	K	BENCH
	L	DOOR MARKER
	O	TACTILE WARNING STRIP
▽	P1	FUTURE EMERGENCY PHONE
▽	P2	PUBLIC PHONE
TR	Q	TRASH RECEPTACLE
	R1	TYPE I ORNAMENTAL RAILING 48" HIGH
	R2	TYPE II ORNAMENTAL RAILING 60" HIGH
V	S	TICKET VALIDATING MACHINE (BY OTHERS)
TVM	T	TICKET VENDING MACHINE (BY OTHERS)
	U	WAYFINDING SIGNAGE
	V1	OCS SINGLE
	V2	OCS CENTER
	W	POWER CONTROL CENTER
	X	ADA CURB RAMP
	Y	LANDSCAPE PLANTER
	Z	CEILING MTD. PA SPEAKER
VMS	AA1	VMS-DOUBLE FACED
VMS	AA2	VMS-SINGLE FACED

1 PARKING LOT PLAN - EAST

Scale: 1" = 50' - 0"

NO.	REVISIONS	BY	DATE

DESIGNED BY: NAME DATE: DATE
DRAWN BY: NAME DATE: DATE
CHECKED BY: NAME DATE: DATE
APPROVED BY: NAME DATE: DATE

DENVER TRANSIT PARTNERS

HORZ. SCALE: 1" = 50' - 0"
VERT. SCALE: N/A

0 50 100 150

HALF SIZE - Double The Scale

PROPOSAL SUBMITTAL

RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

NORTHWEST RAIL ELECTRIFIED SEGMENT

ARCHITECTURAL
SOUTH WESTMINSTER STATION - PARTIAL SITE PLAN

SHEET REFERENCE NUMBER:
A-104

USER: 03/12/2010 - 11:25am J:\27212_RTD Eagle P3\5.9 Drawings\59arch\layouts\P3A1252-parking_pl_westminster.dwg
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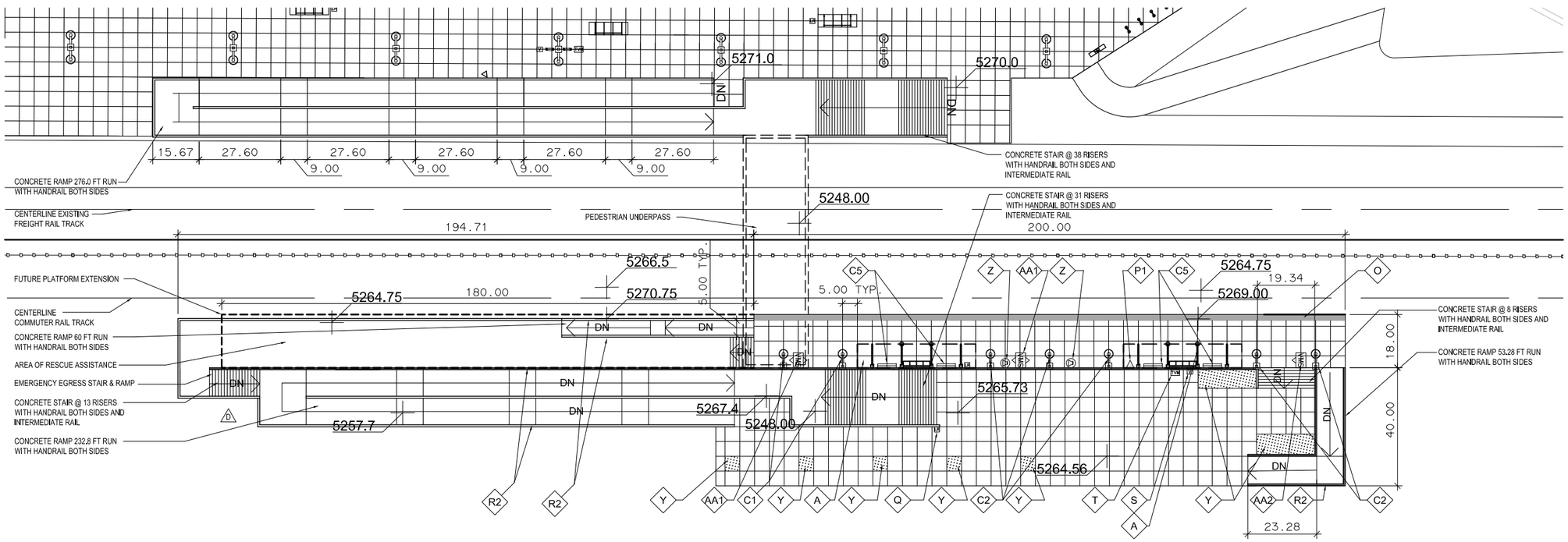

NOTE:
SEE STATION AREA PLAN FOR BUS LOADING PLATFORM NOTES

1 PLATFORM LAYOUT PLAN

Scale: 1" = 20' - 0"

SYMBOL		SITE KEYNOTES
	A	SHELTER W/ WINDSCREEN AT CENTERLINE
	B	BUS SHELTER
	C1	16' HIGH LIGHT POLE - DOUBLE
	C2	16' HIGH LIGHT POLE - SINGLE
	C3	24' HIGH DOUBLE LIGHT POST FOR PARKING
	C4	24' HIGH SINGLE LIGHT POST FOR PARKING
	C5	SHELTER LIGHT
	D	PEDESTRIAN CROSSING WARNING
DRS	E	DRIVER'S RELIEF STATION - TYPE IV
	F1	TYPE I FENCE 5' H CHAIN LINK & BLACK VINYL MESH
	F2	TYPE II FENCE 6' H CHAIN LINK & BLACK VINYL MESH
	F3	BARRIER FENCE
NR	G	NEWSPAPER RACK
	H	BIKE RACK
	J	BIKE LOCKER
	K	BENCH
	L	DOOR MARKER
	O	TACTILE WARNING STRIP
	P1	FUTURE EMERGENCY PHONE
	P2	PUBLIC PHONE
TR	Q	TRASH RECEPTACLE
	R1	TYPE I ORNAMENTAL RAILING 48" HIGH
	R2	TYPE II ORNAMENTAL RAILING 60" HIGH
V	S	TICKET VALIDATING MACHINE (BY OTHERS)
TVM	T	TICKET VENDING MACHINE (BY OTHERS)
	U	WAYFINDING SIGNAGE
	V1	OCS SINGLE
	V2	OCS CENTER
	W	POWER CONTROL CENTER
	X	ADA CURB RAMP
	Y	LANDSCAPE PLANTER
	Z	CEILING MTD. PA SPEAKER
VMS	AA1	VMS-DOUBLE FACED
VMS	AA2	VMS-SINGLE FACED

NO.	REVISIONS	BY	DATE

DESIGNED BY: NAME DATE: DATE
DRAWN BY: NAME DATE: DATE
CHECKED BY: NAME DATE: DATE
APPROVED BY: NAME DATE: DATE
HORZ. SCALE: 1" = 20' - 0"
VERT. SCALE: N/A

DENVER TRANSIT PARTNERS

0 20 40 60
HALF SIZE - Double The Scale

PROPOSAL SUBMITTAL

RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

NORTHWEST RAIL ELECTRIFIED SEGMENT

ARCHITECTURAL
SOUTH WESTMINSTER STATION - PLATFORM LAYOUT PLAN

SHEET REFERENCE NUMBER: A-107

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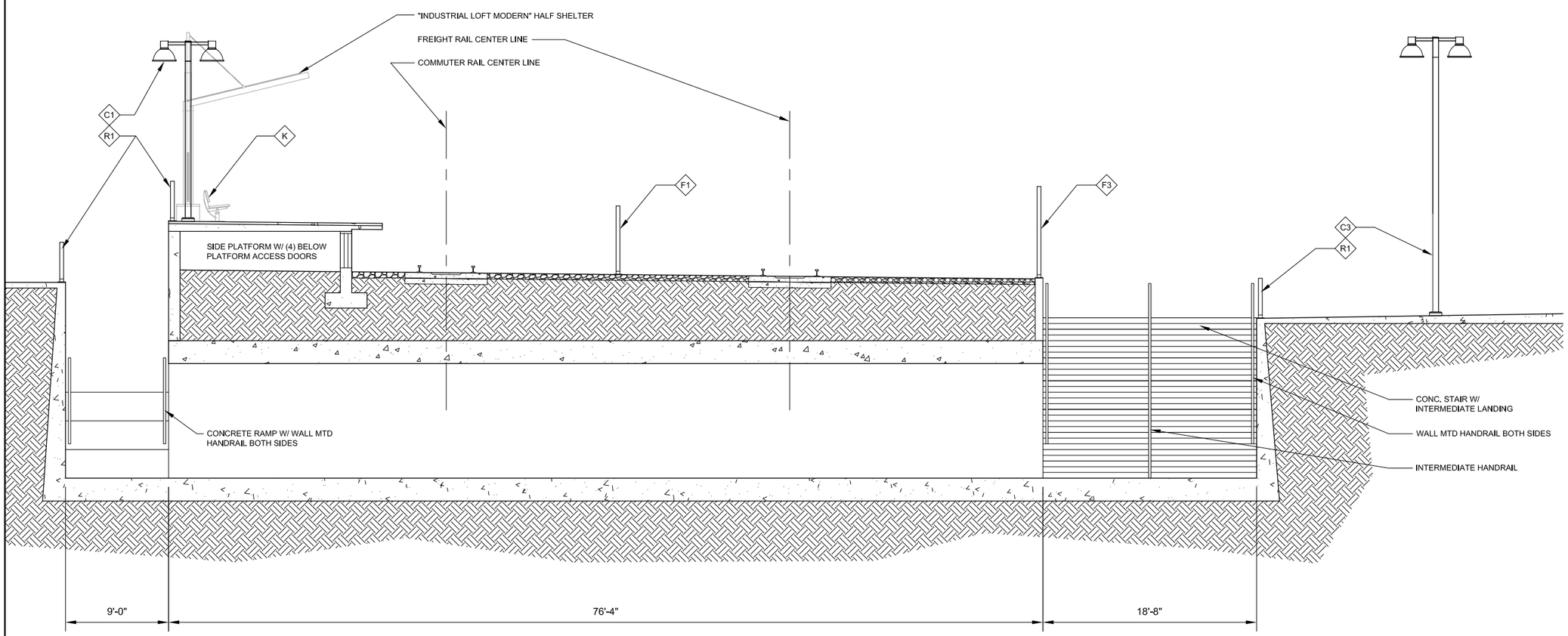

1 PLATFORM CROSS SECTION

Scale: 1" = 5' - 0"

SYMBOL		SITE KEYNOTES
	A	SHELTER W/ WINDSCREEN AT CENTERLINE
	B	BUS SHELTER
	C1	16' HIGH LIGHT POLE - DOUBLE
	C2	16' HIGH LIGHT POLE - SINGLE
	C3	24' HIGH DOUBLE LIGHT POST FOR PARKING
	C4	24' HIGH SINGLE LIGHT POST FOR PARKING
	C5	SHELTER LIGHT
	D	PEDESTRIAN CROSSING WARNING
DRS	E	DRIVER'S RELIEF STATION - TYPE IV
	F1	TYPE I FENCE 5' H CHAIN LINK & BLACK VINYL MESH
	F2	TYPE II FENCE 6' H CHAIN LINK & BLACK VINYL MESH
	F3	BARRIER FENCE
NR	G	NEWSPAPER RACK
	H	BIKE RACK
	J	BIKE LOCKER
	K	BENCH
	L	DOOR MARKER
	O	TACTILE WARNING STRIP
	P1	FUTURE EMERGENCY PHONE
	P2	PUBLIC PHONE
TR	Q	TRASH RECEPTACLE
	R1	TYPE I ORNAMENTAL RAILING 48" HIGH
	R2	TYPE II ORNAMENTAL RAILING 60" HIGH
V	S	TICKET VALIDATING MACHINE (BY OTHERS)
TVM	T	TICKET VENDING MACHINE (BY OTHERS)
	U	WAYFINDING SIGNAGE
	V1	OCS SINGLE
	V2	OCS CENTER
	W	POWER CONTROL CENTER
	X	ADA CURB RAMP
	Y	LANDSCAPE PLANTER
	Z	CEILING MTD. PA SPEAKER
VMS	AA1	VMS-DOUBLE FACED
VMS	AA2	VMS-SINGLE FACED

NO.	REVISIONS	BY	DATE

DESIGNED BY: NAME DATE: DATE
DRAWN BY: NAME DATE: DATE
CHECKED BY: NAME DATE: DATE
APPROVED BY: NAME DATE: DATE

DENVER TRANSIT PARTNERS

HORZ. SCALE: 1" = 5' - 0"
VERT. SCALE: N/A

0 5 10 15

HALF SIZE - Double The Scale

PROPOSAL SUBMITTAL

RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

NORTHWEST RAIL ELECTRIFIED SEGMENT

ARCHITECTURAL
SOUTH WESTMINSTER STATION - PLATFORM SECTION

SHEET REFERENCE NUMBER:
A-113

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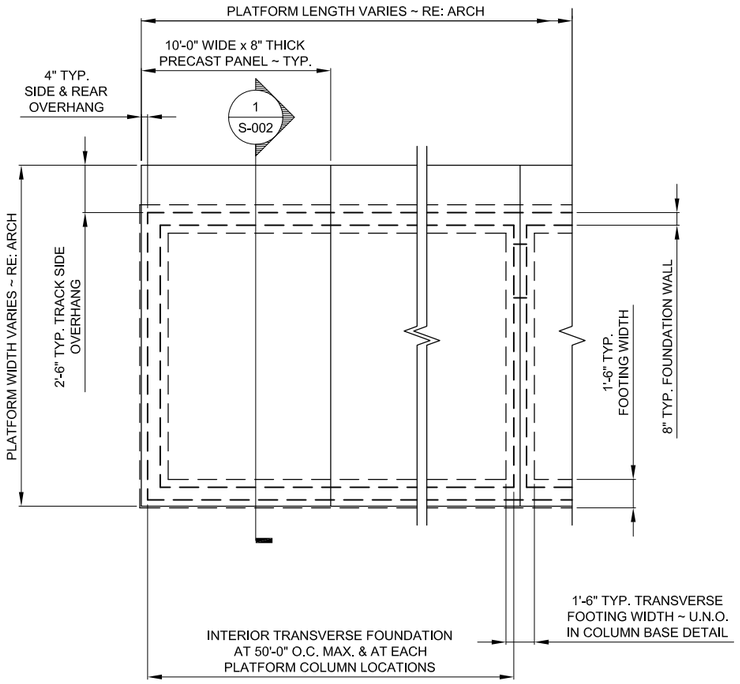
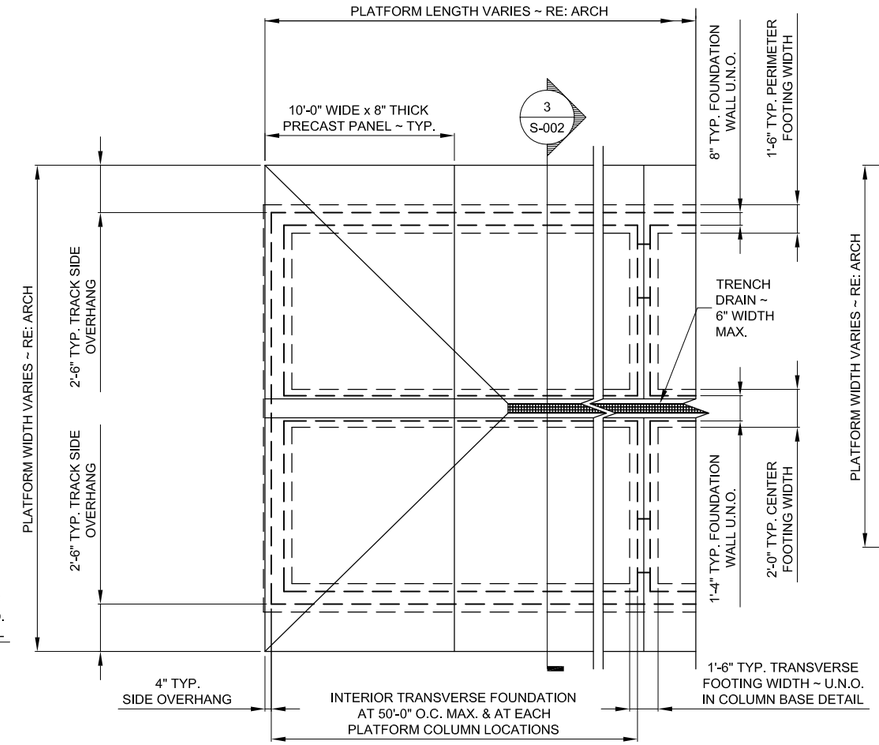


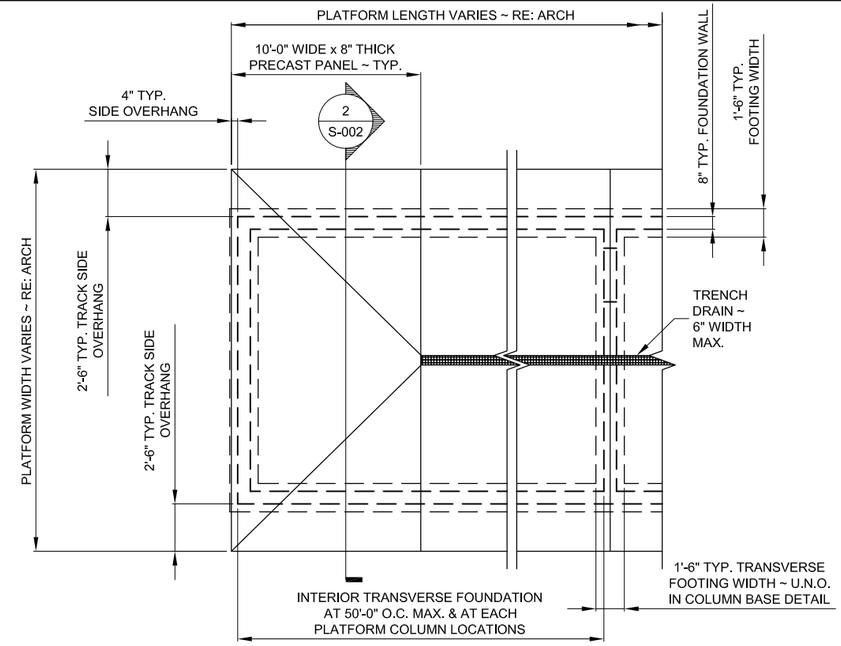
1 TYPICAL SIDE PLATFORM PLAN

1/4" = 1'-0



2 CENTER PLATFORM (TYPE 1) PLAN

1/4" = 1'-0



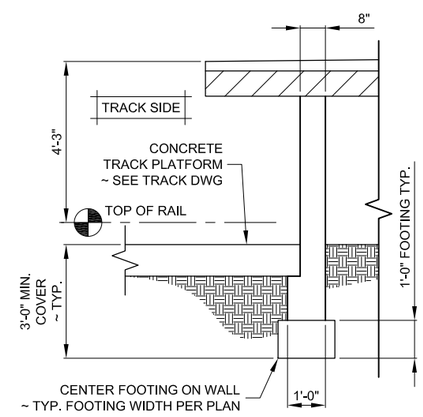
3 CENTER PLATFORM (TYPE 2) PLAN

1/4" = 1'-0

STATION PLATFORM & CANOPY SCHEDULE

STATION		PLATFORM DETAIL	CANOPY TYPE	CANOPY BASE DETAIL	REMARKS
GOLD LINE	WARD ROAD	3 / S-002	2 / S-003	4 / S-002	1
	ARVADA RIDGE	1 & 2 / S-002	1 / S-003	4 / S-002	1
	OLDE TOWN ARVADA	1 / S-002	4 / S-003	4 / S-002	1
	SHERIDAN BLVD.	1 / S-002	1 / S-003	4 / S-002	1
	FEDERAL BLVD.	1 / S-002	2 / S-003	4 / S-002	1
NW LINE	PECOS STREET	3 / S-002	3 / S-003	5 / S-002	1
	CRMF	2 / S-002	–	–	1
	41ST STREET	3 / S-002	3 / S-003	5 / S-002	1
	S. WESTMINSTER	1 / S-002	3 / S-003	5 / S-002	1
EAST CORRIDOR	38TH AND BLAKE	1 / S-002	6 / S-003	5 / S-002	1
	COLORADO BLVD.	1 / S-002	6 / S-003	5 / S-002	1
	CENTRAL PARK	1 / S-002	6 / S-003	5 / S-002	1
	PEORIA STREET	1 / S-002	5 / S-003	4 / S-002	1
	40TH AND AIRPORT	1 / S-002	5 / S-003	4 / S-002	1

NOTE:
1. WHERE RAIL TRACK PLATFORM IS REQUIRED TO BE TIED TO STATION PLATFORM FOUNDATION, PROVIDE 12" THICK FOUNDATION WALL AT TRACK SIDE PER DETAIL 4/S-001.



4 12" PLATFORM WALL SECTION

1/2" = 1'-0

NO.	REVISIONS	BY	DATE

DESIGNED BY: CYC DATE: 01.05.2010
DRAWN BY: CYC DATE: 01.05.2010
CHECKED BY: DATE:
APPROVED BY: DATE:

DENVER TRANSIT PARTNERS

HORZ. SCALE: N/A
VERT. SCALE: N/A

0 4'-0" 8'-0" 12'-0"

HALF SIZE - Double The Scale

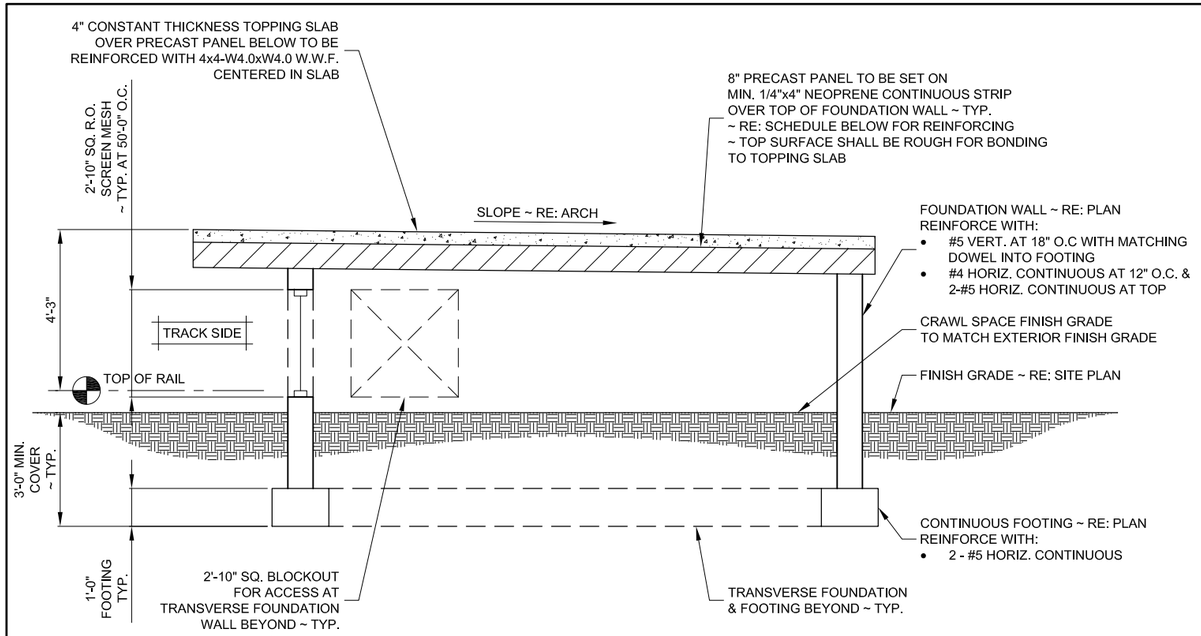
PROPOSAL SUBMITTAL

RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

NORTHWEST RAIL CORRIDOR

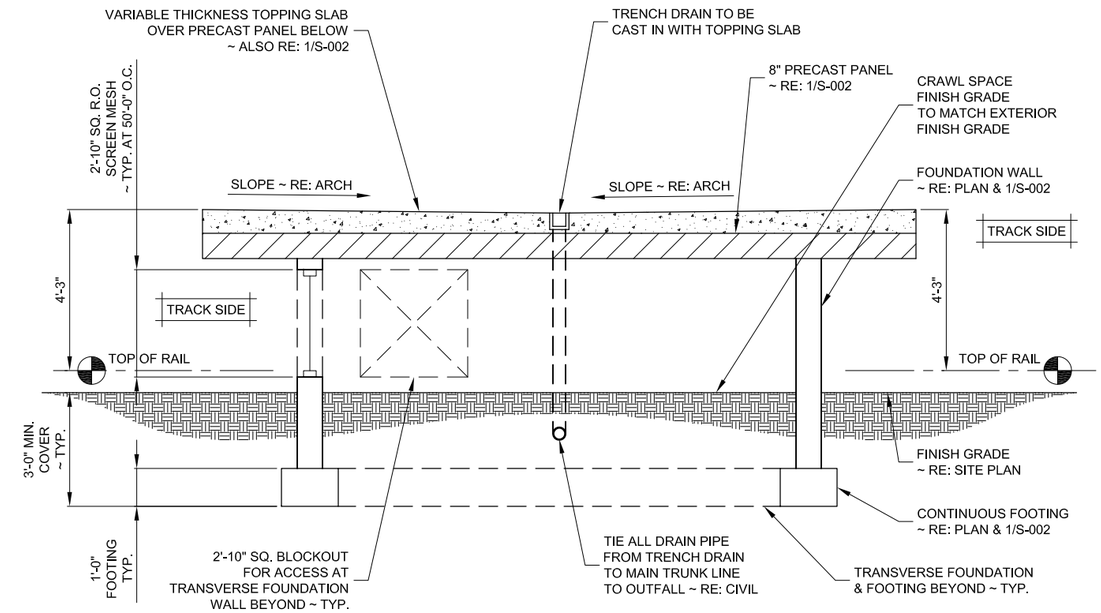
STATIONS STRUCTURAL
TYPICAL PLATFORM PLANS, SCHEDULES & DETAIL

SHEET REFERENCE NUMBER:
S-001



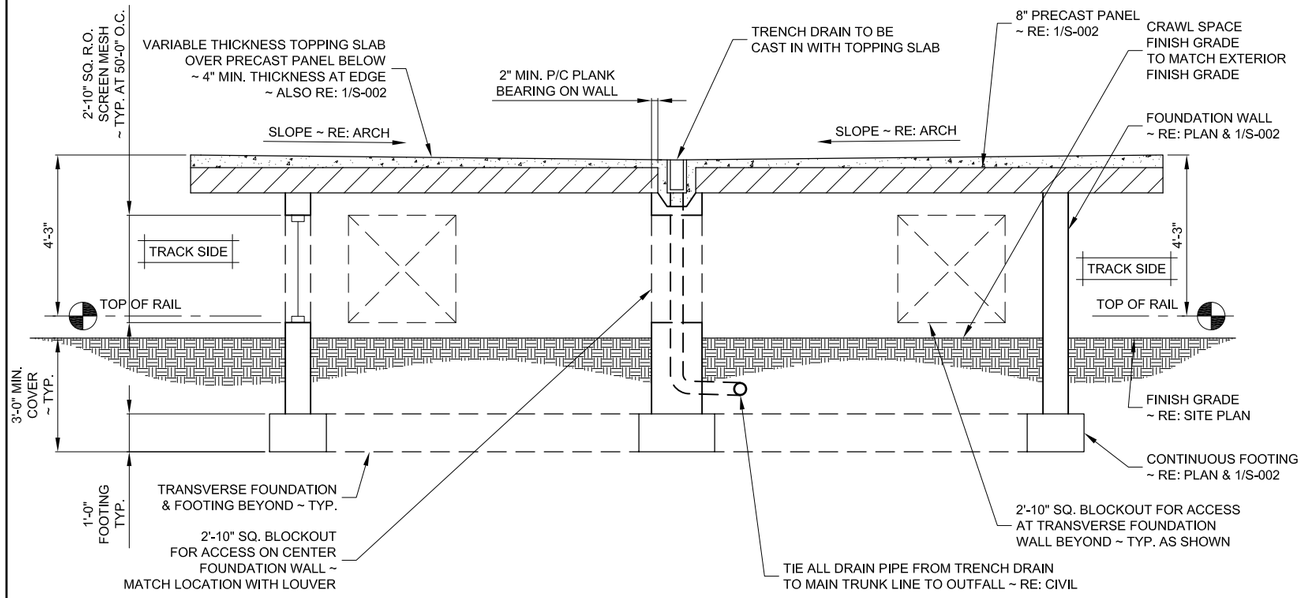
1 TYPICAL SIDE PLATFORM SECTION

1/2" = 1'-0



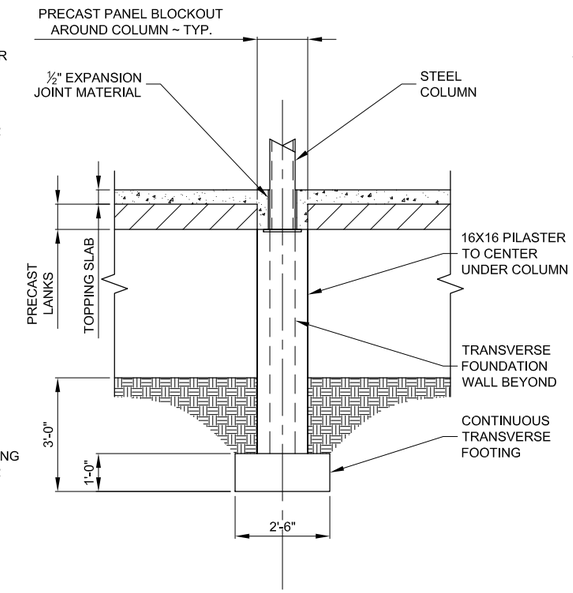
2 TYPICAL CENTER PLATFORM (TYPE 2) SECTION

1/2" = 1'-0



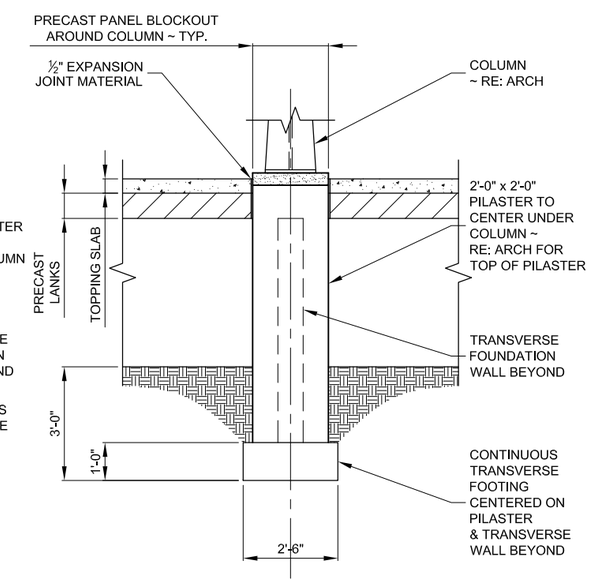
3 TYPICAL CENTER PLATFORM (TYPE 1) SECTION

1/2" = 1'-0



4 COLUMN BASE SECTION

1/2" = 1'-0



5 COLUMN BASE SECTION

1/2" = 1'-0

NO.	REVISIONS	BY	DATE

DESIGNED BY: CYC DATE: 01.05.2010
DRAWN BY: CYC DATE: 01.05.2010
CHECKED BY: DATE:
APPROVED BY: DATE:

DENVER TRANSIT PARTNERS

HORZ. SCALE: N/A
VERT. SCALE: N/A

0 2'-0" 4'-0" 6'-0"

HALF SIZE - Double The Scale

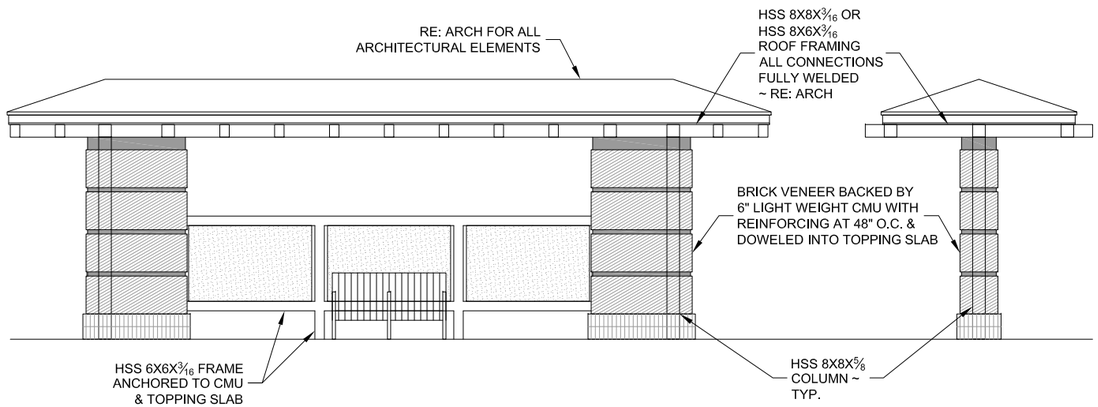
PROPOSAL SUBMITTAL

RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

NORTHWEST RAIL CORRIDOR

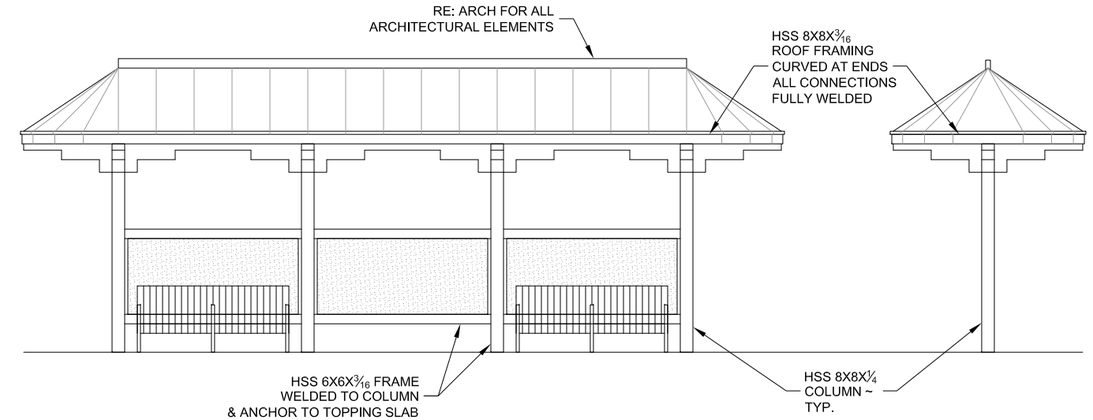
STATIONS STRUCTURAL
TYPICAL PLATFORM SECTIONS & DETAILS

SHEET REFERENCE NUMBER:
S-002



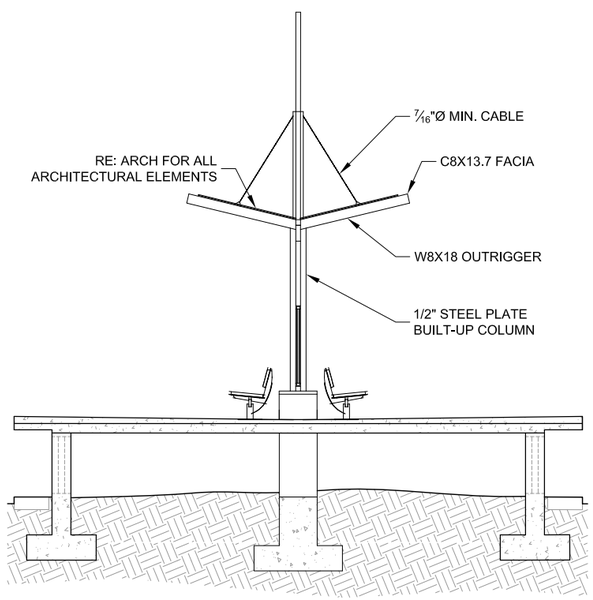
1 NEIGHBORHOOD CRAFTSMAN CANOPY FRAMING DETAIL

1/4" = 1'-0



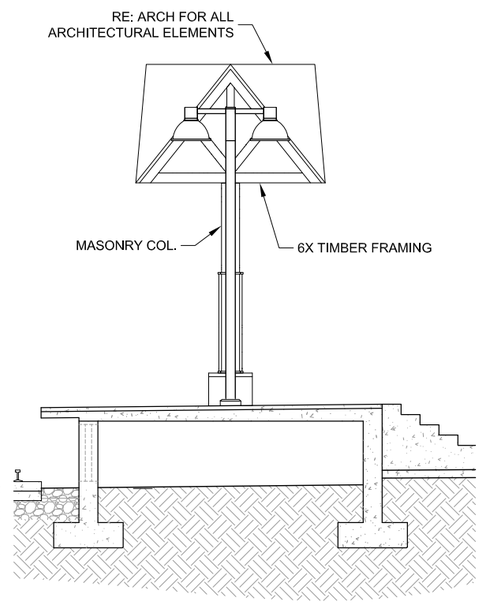
2 TOWN CENTER CONTEMPORARY CANOPY FRAMING DETAIL

1/4" = 1'-0



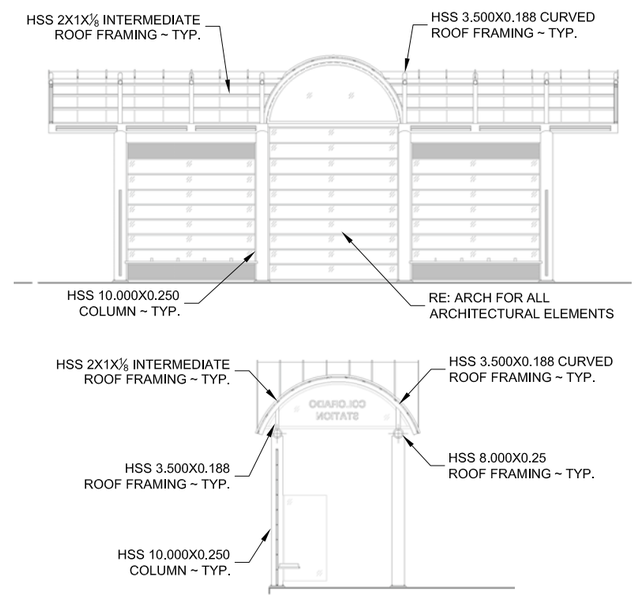
3 INDUSTRIAL LOFT MODERN CANOPY FRAMING DETAIL

1/4" = 1'-0



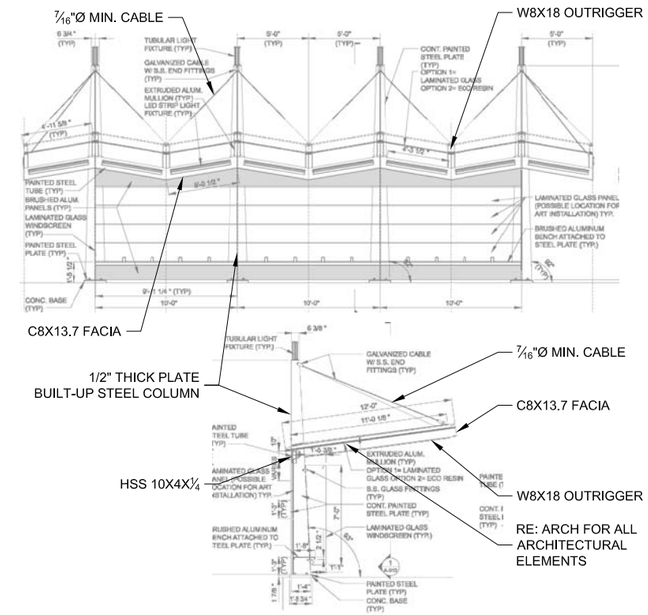
4 MAIN STREET HISTORIC CANOPY FRAMING DETAIL

1/4" = 1'-0



5 TOWN CENTER CONTEMPORARY AIRPORT CANOPY FRAMING DETAIL

N.T.S.



6 INDUSTRIAL LOFT MODERN AIRPORT CANOPY FRAMING DETAIL

N.T.S.

NO.	REVISIONS	BY	DATE

DESIGNED BY: CYC DATE: 01.05.2010
DRAWN BY: CYC DATE: 01.05.2010
CHECKED BY: DATE:
APPROVED BY: DATE:

DENVER TRANSIT PARTNERS

HORZ. SCALE: N/A
VERT. SCALE: N/A

0 4'-0" 8'-0" 12'-0"

HALF SIZE - Double The Scale

PROPOSAL SUBMITTAL

RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

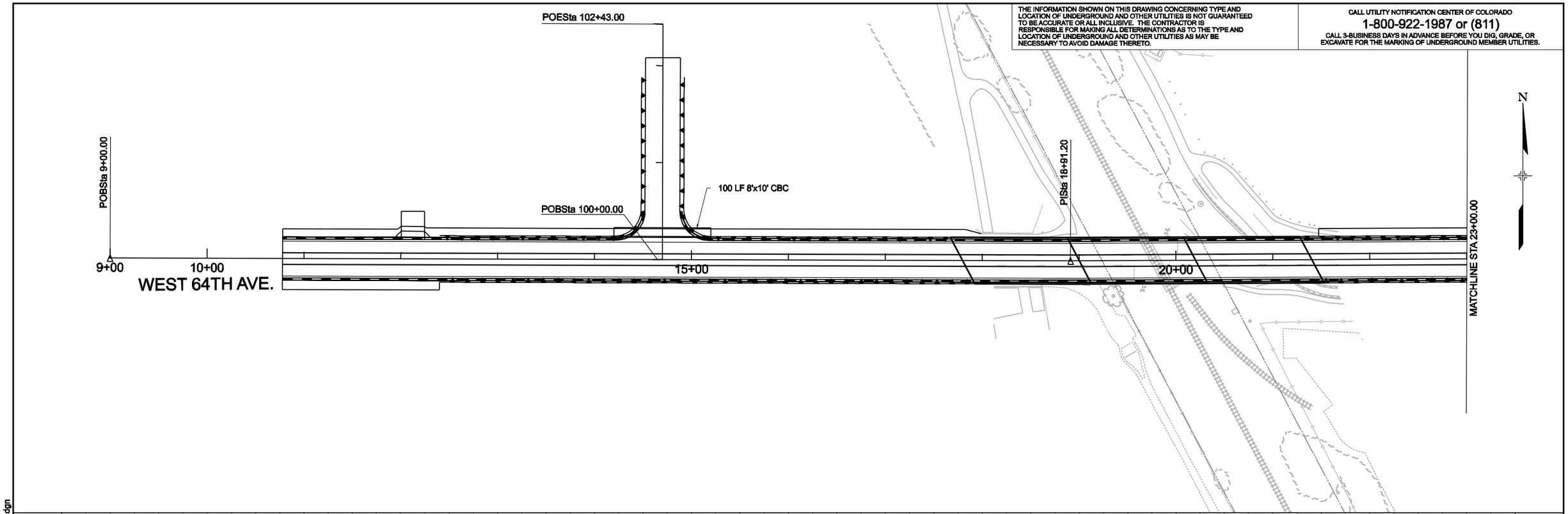
NORTHWEST RAIL CORRIDOR

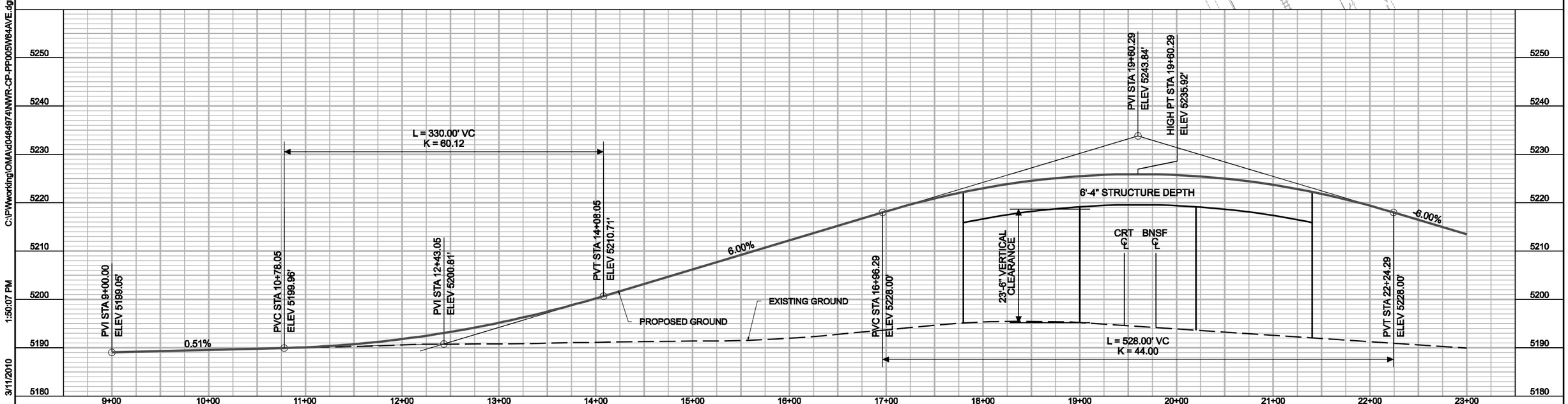
STATIONS STRUCTURAL
TYPICAL PLATFORM CANOPY DETAILS

SHEET REFERENCE NUMBER:
S-003

THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING ALL DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

CALL UTILITY NOTIFICATION CENTER OF COLORADO
1-800-922-1987 or (811)
CALL 3-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.





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USER: dmartine

NO.	REVISIONS	BY	DATE

REVIEWED BY: EJH DATE: 2-19-10
DRAWN BY: EJH DATE: 2-15-10
CHECKED BY: MRW DATE: 12-20-09
TWG LEAD: JCM DATE: 12-23-09

HORZ. SCALE: 1"=50'
VERT. SCALE: 1"=10'
For HALF SIZE Double The Scale
0 50 100 150

DENVER TRANSIT PARTNERS

PROPOSAL SUBMITTAL

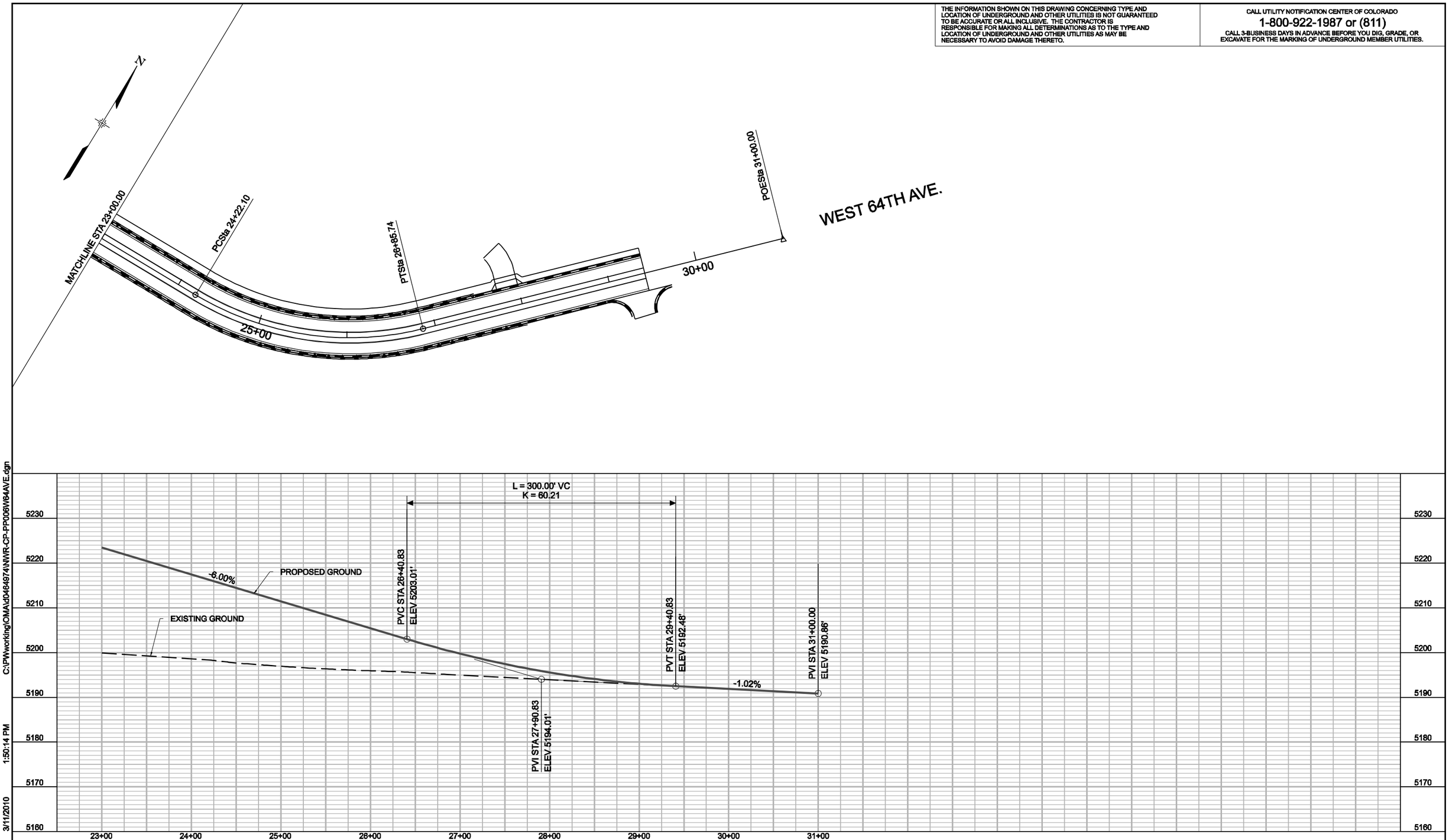
RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

NORTHWEST RAIL ELECTRIFIED SEGMENT
WEST 64TH AVENUE
CIVIL / PLAN AND PROFILE
WEST 64TH AVE STA. 9+00 TO 23+00

SHEET REFERENCE NUMBER:
CP-005

THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING ALL DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

CALL UTILITY NOTIFICATION CENTER OF COLORADO
1-800-922-1987 or (811)
CALL 3-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.



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USER: dmartine

NO.	REVISIONS	BY	DATE

REVIEWED BY: EJH DATE: 2-19-10
DRAWN BY: EJH DATE: 2-15-10
CHECKED BY: MRW DATE: 12-20-09
TWG LEAD: JCM DATE: 12-23-09

DENVER TRANSIT PARTNERS

HORZ. SCALE: 1"=50'
VERT. SCALE: 1"=10'
For HALF SIZE Double The Scale
0 50 100 150

PROPOSAL SUBMITTAL

RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

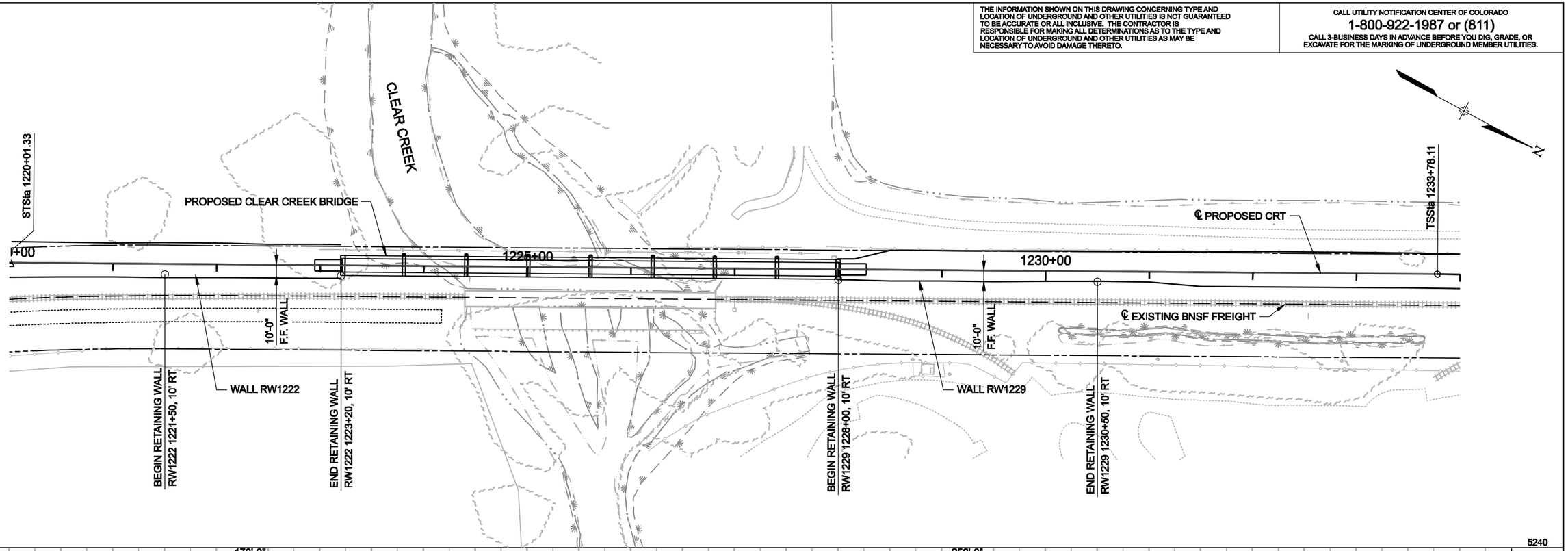
NORTHWEST RAIL ELECTRIFIED SEGMENT
WEST 64TH AVENUE

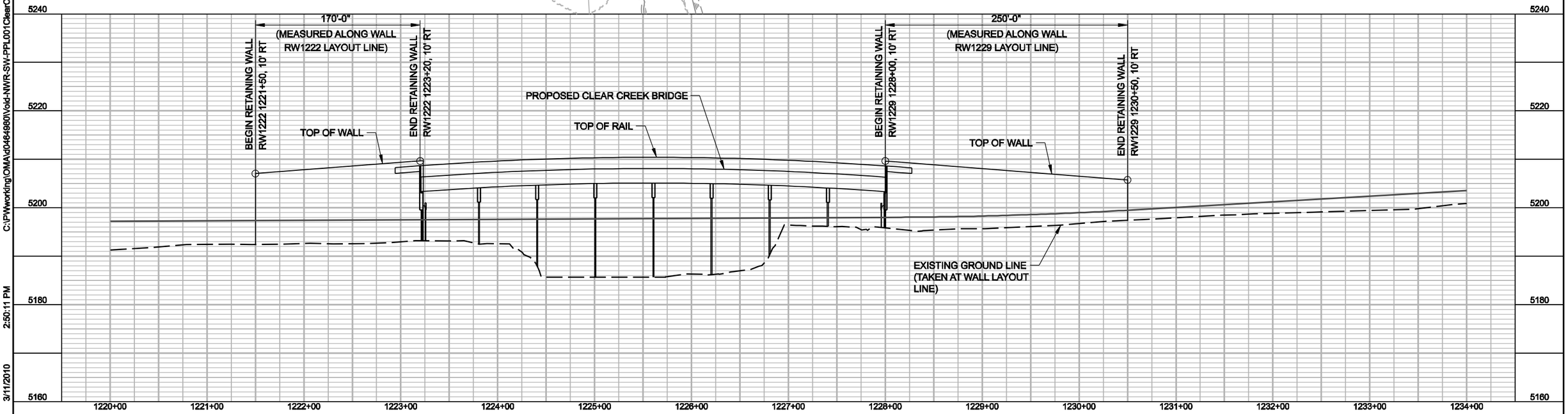
CIVIL / PLAN AND PROFILE
WEST 64TH AVE STA. 23+00 TO 31+00

SHEET REFERENCE NUMBER:
CP-006

THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING ALL DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

CALL UTILITY NOTIFICATION CENTER OF COLORADO
1-800-922-1987 or (811)
CALL 3-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.





NO.	REVISIONS	BY	DATE

REVIEWED BY: EJH DATE: 12-08-09
DRAWN BY: BEG DATE: 12-10-09
CHECKED BY: JCM DATE: 12-21-09
TWG LEAD: JCM DATE: 12-23-09

HORZ. SCALE: 1"=50'
VERT. SCALE: 1"=10'
For HALF SIZE Double The Scale
0 50 100 150

DENVER TRANSIT PARTNERS

PROPOSAL SUBMITTAL

RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

NORTHWEST RAIL ELECTRICAL SEGMENT
CLEAR CREEK
RETAINING WALL RW1222 & RW1229
GENERAL PLAN AND ELEVATION
STA 1221+50 TO 1223+20 AND STA 1228+0 TO 1230+50

SHEET REFERENCE NUMBER:
SW-002

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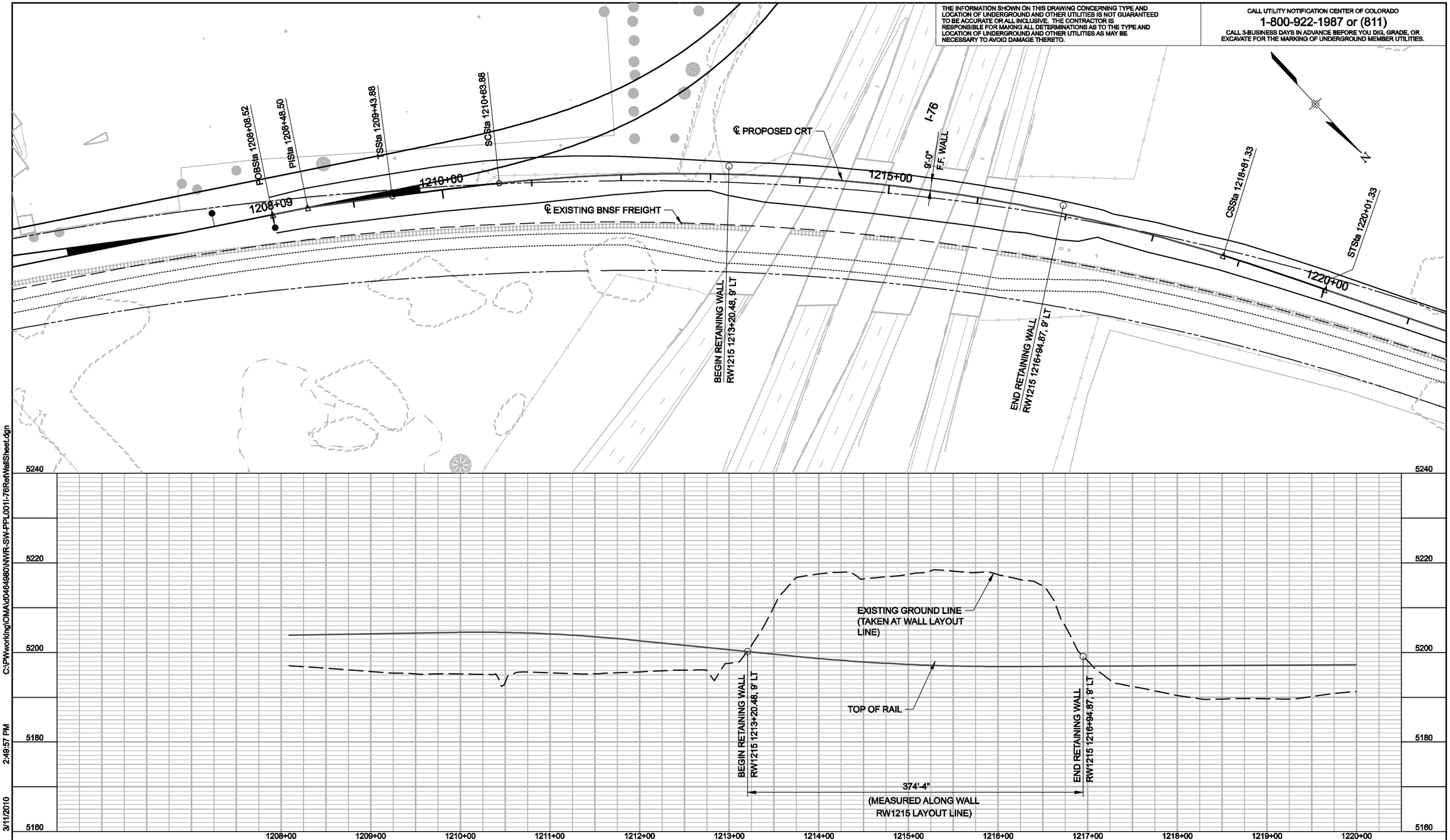
THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING ALL DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

CALL UTILITY NOTIFICATION CENTER OF COLORADO
1-800-922-1987 or (811)
CALL 3-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.



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NO.	REVISIONS	BY	DATE

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DRAWN BY: BEG DATE: 2-03-10
CHECKED BY: JCM DATE: 2-03-10
TWG LEAD: JCM DATE: 2-03-10

DENVER TRANSIT PARTNERS

HORZ. SCALE: 1"=50'
VERT. SCALE: 1"=10'
For HALF SIZE Double The Scale
0 50 100 150

PROPOSAL SUBMITTAL

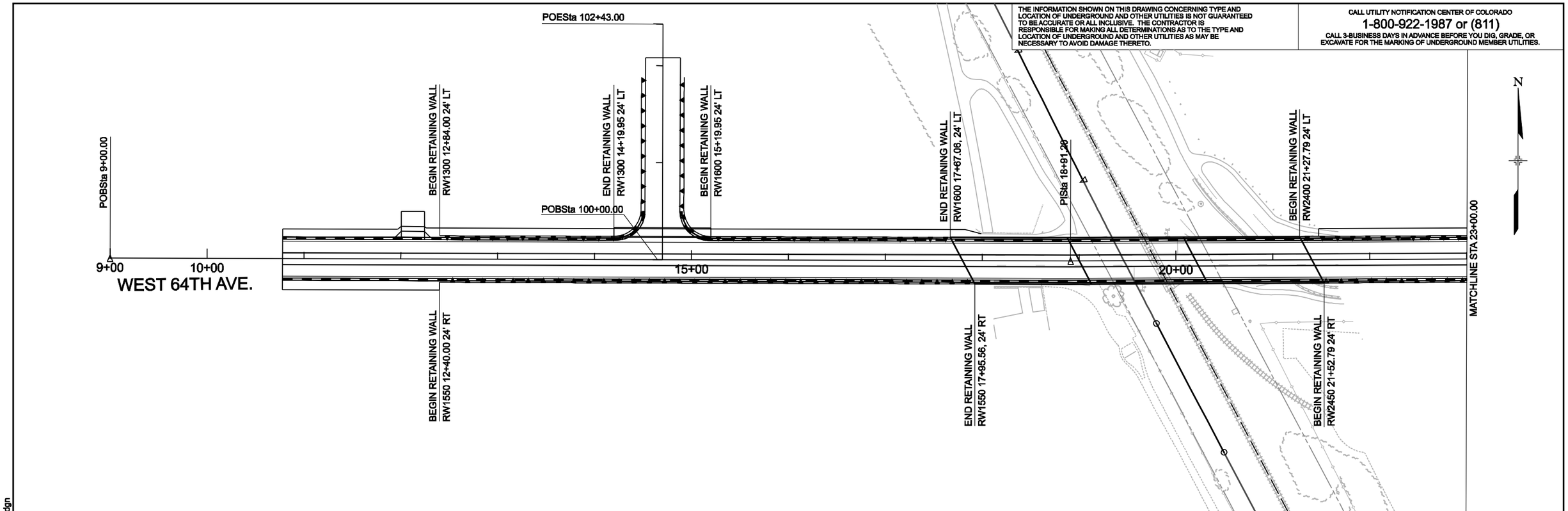
RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-8990

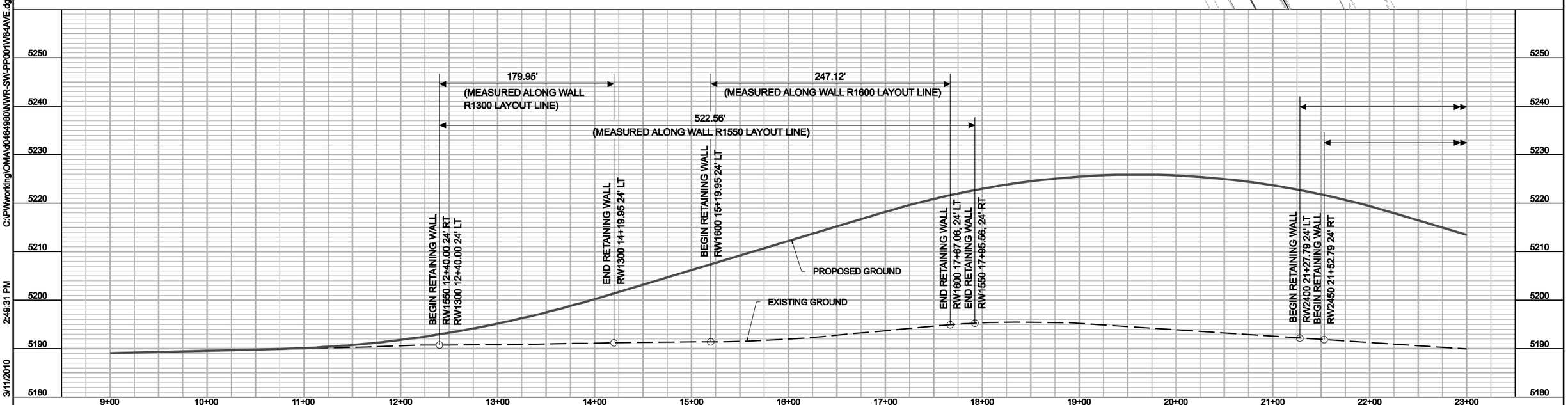
NORTHWEST RAIL ELECTRICAL SEGMENT
CLEAR CREEK
RETAINING WALL RW1215
GENERAL PLAN AND ELEVATION
STA 1213+20.48 TO 1216+94.87

SHEET REFERENCE NUMBER:
SW-002A

THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING ALL DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

CALL UTILITY NOTIFICATION CENTER OF COLORADO
1-800-922-1987 or (811)
CALL 3-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.





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CHECKED BY: MRW DATE: 12-20-09
TWG LEAD: JCM DATE: 12-23-09

DENVER TRANSIT PARTNERS

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VERT. SCALE: 1"=10'
For HALF SIZE Double The Scale
0 50 100 150

PROPOSAL SUBMITTAL

RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

NORTHWEST RAIL ELECTRICAL SEGMENT
WEST 64TH AVENUE
RETAINING WALL GENERAL PLAN AND ELEVATION

SHEET REFERENCE NUMBER:
SW-003

THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING ALL DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

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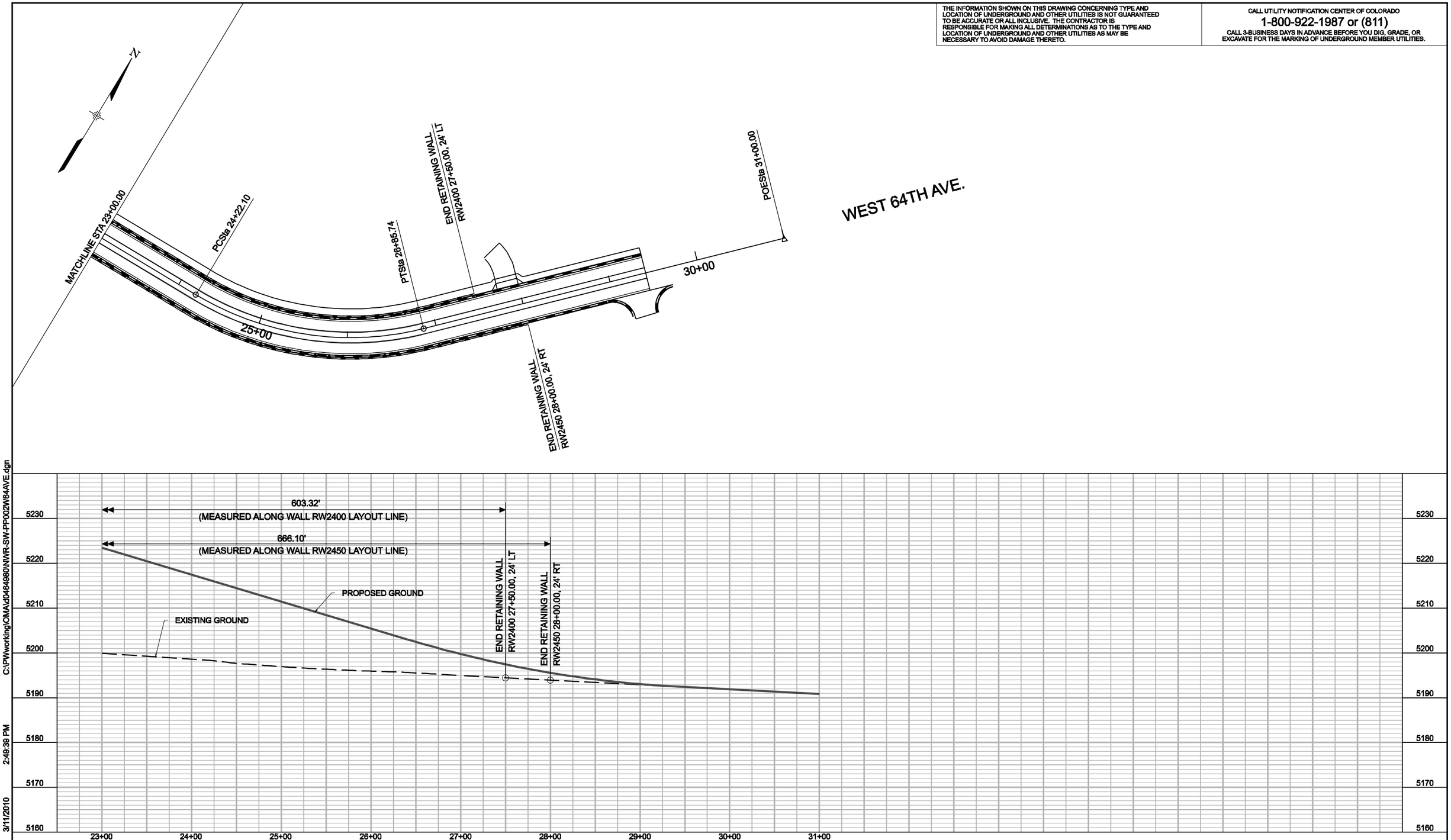

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DENVER TRANSIT PARTNERS

PROPOSAL SUBMITTAL

RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

NORTHWEST RAIL ELECTRICAL SEGMENT
WEST 64TH AVENUE

RETAINING WALL
GENERAL PLAN AND ELEVATION

SHEET REFERENCE NUMBER:
SW-004

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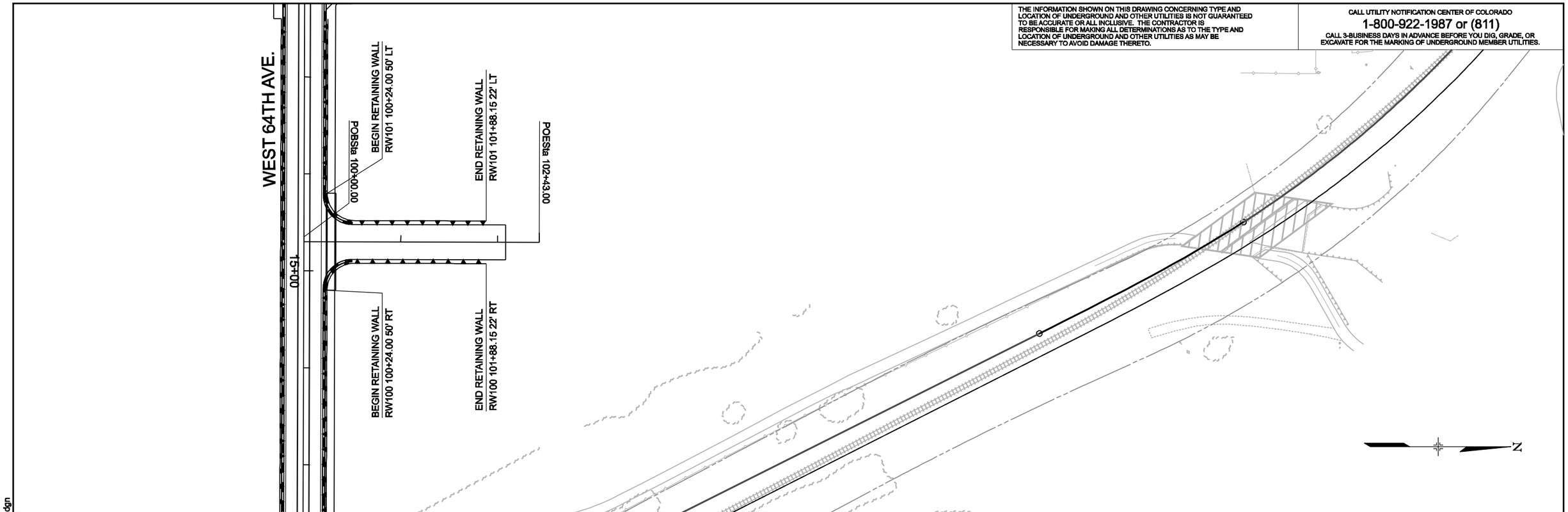

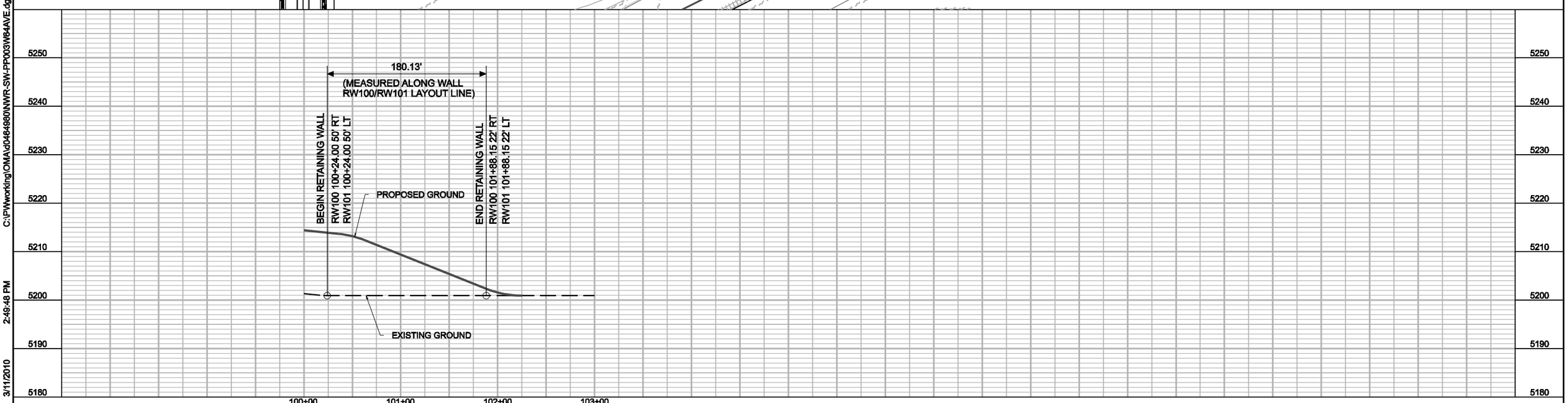

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CHECKED BY: MRW DATE: 12-20-09
TWG LEAD: JCM DATE: 12-23-09

DENVER TRANSIT PARTNERS

HORZ. SCALE: 1"=50'
VERT. SCALE: 1"=10'
For HALF SIZE Double The Scale
0 50 100 150

PROPOSAL SUBMITTAL

RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

NORTHWEST RAIL ELECTRICAL SEGMENT
WEST 64TH AVENUE

RETAINING WALL
GENERAL PLAN AND ELEVATION

SHEET REFERENCE NUMBER:
SW-005

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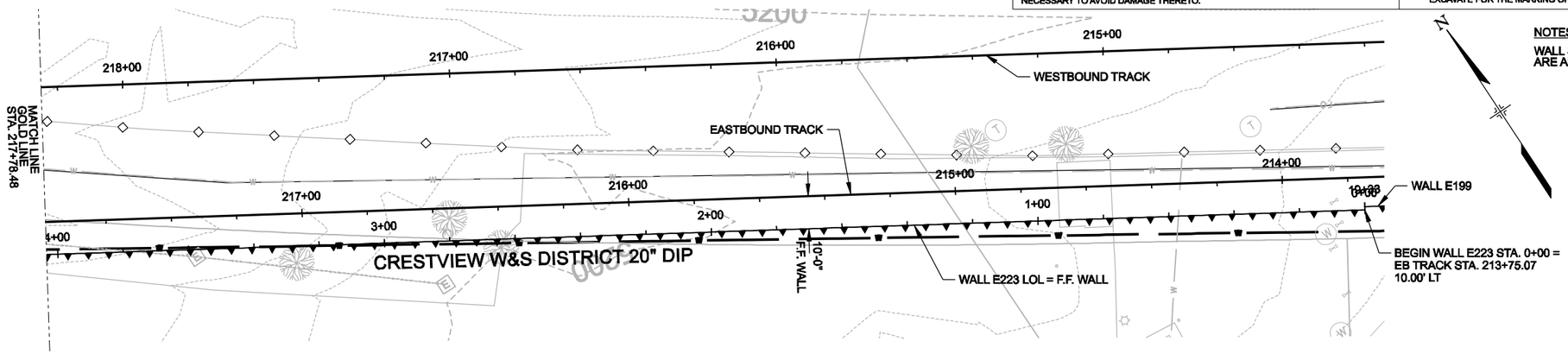
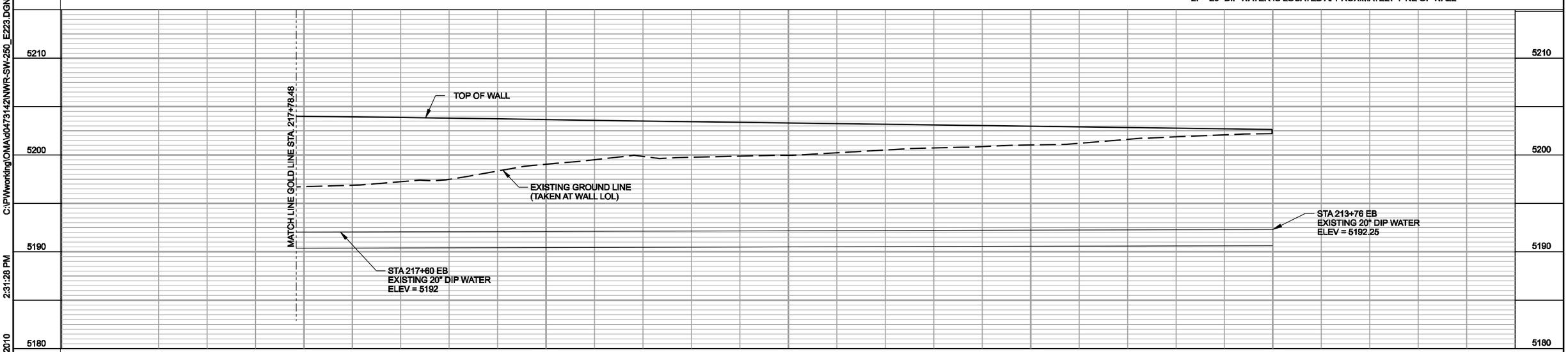


NOTES:

WALL STATIONS AND DIMENSIONS ARE ALONG LAYOUT LINE

PLAN

NOTE:
1. UTILITY ELEVATIONS SHOWN ARE APPROXIMATE
2. 20" DIP WATER IS LOCATED APPROXIMATELY 1' NE OF WALL



ELEVATION

NO.	REVISIONS	BY	DATE

DESIGNED BY: RR DATE: 1-5-09
DRAWN BY: DATE: 1-5-09
CHECKED BY: JW DATE:
APPROVED BY: KS DATE:

DENVER TRANSIT PARTNERS

HORZ. SCALE: 1"=20'
VERT. SCALE: 1"=5'
For HALF SIZE Double The Scale
0 20 40 60

PROPOSAL SUBMITTAL

RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

NORTHWEST RAIL ELECTRIFIED SEGMENT

NORTHWEST RAIL RETAINING WALL E223
GENERAL PLAN AND ELEVATION
1 OF 1

SHEET REFERENCE NUMBER:
SW-250

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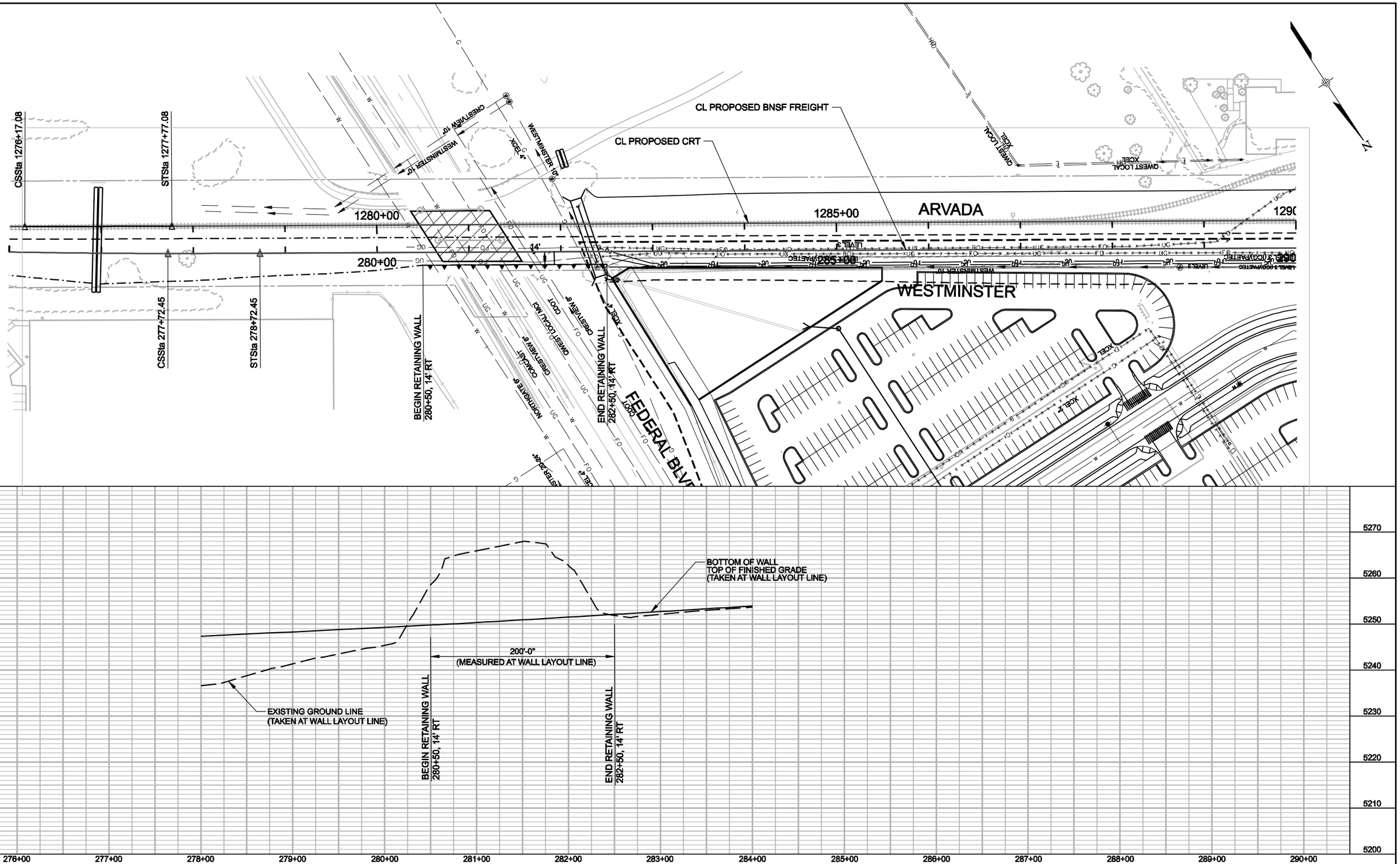
3/11/2010
US Survey Foot
USER: dmartine



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NO.	REVISIONS	BY	DATE

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CHECKED BY: KMS DATE: 01-05-10
APPROVED BY: JW DATE: 01-05-10

DENVER TRANSIT PARTNERS

HORZ. SCALE: 1"=100'
VERT. SCALE: 1"=20'
For HALF SIZE Double The Scale

0 50 100 150

PROPOSAL SUBMITTAL

RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

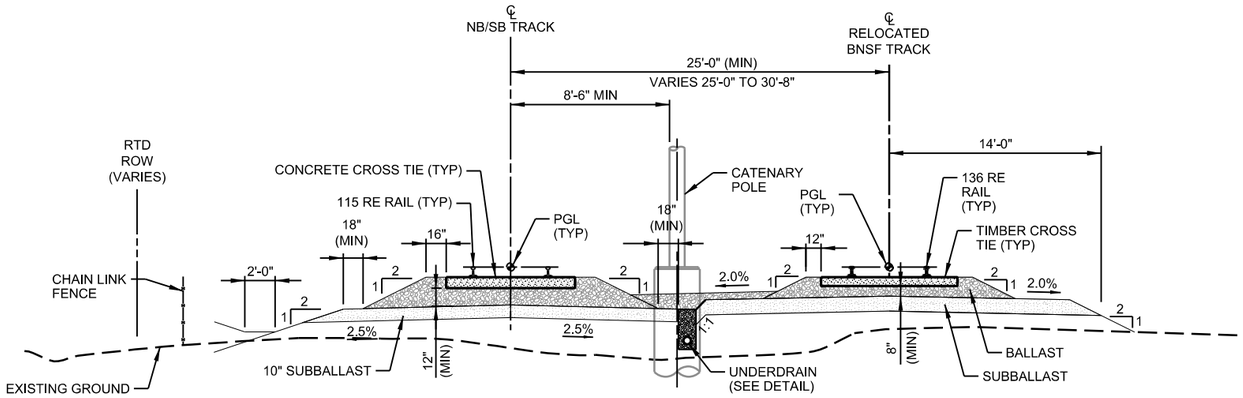
NORTHWEST RAIL ELECTRIFIED SEGMENT
RETAINING WALL STA. 276+00 TO 290+00

BNSF TRACK
PLAN & PROFILE

SHEET REFERENCE NUMBER:
SW-422

EXHIBIT B

CRT Trackway Clearance Envelope



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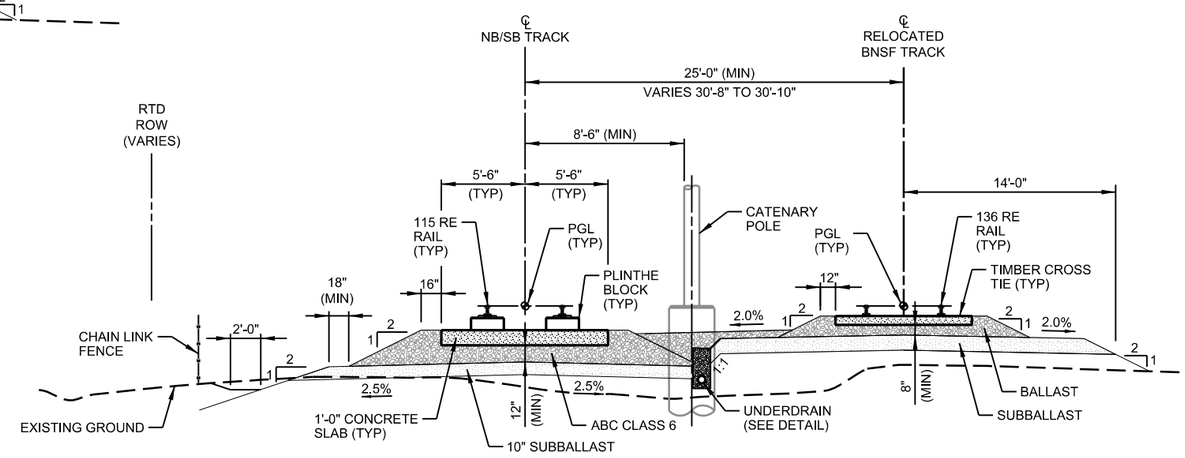
STA 293+59.08 TO STA 304+07.90
STA 306+07.90 TO STA 313+91.81



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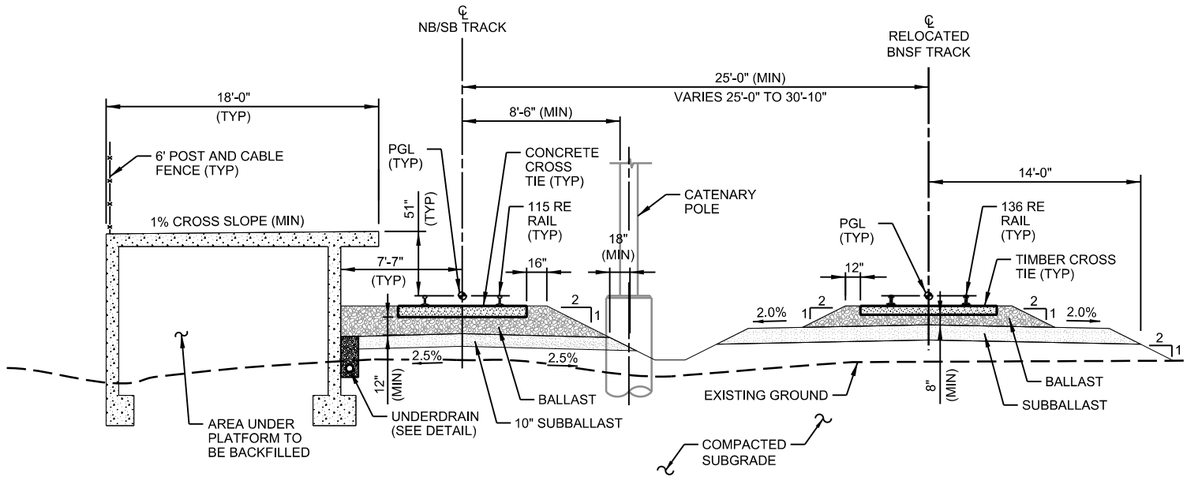

SIDE PLATFORM STATION
(SOUTH WESTMINSTER)
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NO.	REVISIONS	BY	DATE
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A1	ISSUED FOR CONST REVIEW, CDRL #7B-03.06, REV A1	IMWC	05/27/11

DESIGNED BY: IMWC DATE: 05/18/11
DRAWN BY: DTO/BEG DATE: 05/18/11
CHECKED BY: DATE:
APPROVED BY: DATE:

RTD FASTTRACKS eagle P3 FLUOR HDR GLOBAL DESIGN CONSULTANTS ATKINS DENVER TRANSIT PARTNERS

NORTHWEST RAIL ELECTRIFIED SEGMENT

TRACK TYPICAL SECTIONS

SHEET REFERENCE NUMBER: TT-014

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7/22/2011
USER: bgaines

WESTMINSTER

Agenda Item 10 G

Agenda Memorandum

City Council Meeting
November 28, 2011

SUBJECT: Councillor's Bill No. 42 re Intergovernmental Agreement with the Regional Transportation District related to the Construction of the Westminster FasTracks Rail Station

Prepared By: Matt Lutkus, Deputy City Manager

Recommended City Council Action

Pass Councillor's Bill No. 42 on first reading, authorizing the City Manager to execute an Intergovernmental Agreement with the Regional Transportation District, in substantially the same form as the attached Intergovernmental Agreement, for the construction of the Westminster FasTracks Rail Station.

Summary Statement

- In August 2009, the City received notification that the section of the FasTracks Northwest Rail Corridor to south Westminster had been approved as part of the Regional Transportation District's (RTD) EAGLE P3 Project. The EAGLE P3 Project consists of an electrical multiple unit (EMU) powered commuter rail system with Denver Union Station as its hub. Included in this project is the East Line to Denver International Airport, the Gold Line through unincorporated Adams County, Arvada and Wheat Ridge to Ward Road and a segment from the Gold Line running from the Pecos Station to approximately 70th Avenue and Irving Street in Westminster. This segment is referred to as the Northwest Electrified Segment (NWES).

- In early August 2011, the Federal Transit Administration (FTA) made the long awaited announcement that the full funding agreement for a New Starts Grant of $1.03 billion had been awarded to the EAGLE P3 Project. This award essentially secures the funding for the $1.7 billion EAGLE P3 FasTracks Project that is projected to be completed in March 2016.

- Since late 2009, City staff have been working closely with RTD staff to develop the agreements necessary for construction on NWES to begin. These agreements include the utility relocation agreement that Council approved in July 2011, a "station" agreement that is the subject of this staff report and a local agency contribution governmental agreement that is also on the agenda for the November 28th City Council meeting. In addition, the City Council and Adams County Board of Commissioners will be asked to approve a Memorandum of Understanding that describes the two entities' respective shares of the Local Agency Contribution.

- The negotiations with RTD staff have revolved around a shift from the RTD concept of a station with a very large surface parking area to the City's concept of a high density transit-oriented development (TOD) with a multi-storied parking structure.

- The proposed Intergovernmental Agreement (IGA) calls for the parking facility, access roads, bus loading and unloading facilities and the north plaza to be removed from the concessionaire's agreement and allows for the City's construction of these elements of the project; as well as the payments of approximately $10 million by RTD to the City to reflect RTD's reduced cost for land purchase and Denver Transit Partner's (DTP) reduced scope of work. The IGA also includes provisions related to the on-going responsibilities for operations and maintenance of the infrastructure, a portion of which will be the City's responsibility.

Expenditure Required: $16,740,000

Source of Funds:	RTD payments per attached IGA -	$9,940,000
	General Capital Improvement Fund -	$3,111,000
	Adams County Road Tax -	$ 554,000
	2013 and 2014 Storm Water Fund -	$1,135,000
	Westminster Commons Sale -	$2,000,000

Policy Issue

Should City Council approve an IGA with RTD that would result in a rail station with structured parking instead of surface parking, in order to facilitate the City's south Westminster TOD plans?

Alternatives

1. Do not enter into an IGA with RTD for a structured parking facility for the Westminster Station Project.

   Staff does not recommend this alternative as it results in an RTD project that does not promote the revitalization of south Westminster into a quality, high-density transit-oriented development.

2. Direct staff to continue negotiations with RTD Staff to pursue the addition of a number of various other elements to the agreement.

   City staff believes that the Intergovernmental Agreement, as drafted, provides the best scenario for development of the Westminster Station area given the City and RTD resources that are currently available and will likely be available in the near future.

Background Information

Since late 2009, City staff have been meeting with staff from the Regional Transportation District (RTD) to develop draft agreements for various elements of RTD's FasTracks project that will be built in south Westminster as the result of the construction of the Northwest Electrified Segment (NWES). The track portion of the NWES consists of a 1.8 mile section of Burlington Northern Santa Fe (BNSF) track that extends from the Gold Line rail station at Pecos Street and terminates at the station at 70th Avenue and Irving Street in Westminster. This section of the FasTracks Northwest Rail Corridor plan was approved by the RTD Board of Directors as part of the EAGLE P3 Project in August 2009.

The station at 70th Avenue and Irving Street, to be known as "Westminster Station," is projected to be completed by March 2016. In July 2010, the RTD Board of Directors awarded the bid for the financing, construction and operation of the EAGLE P3 Project to Denver Transit Partners (DTP). EAGLE P3 Project funding is being accomplished through a combination of voter- approved FasTracks dollars and Federal Transit Administration New Starts grant money that was awarded to the project in August 2011.

The Northwest Rail Corridor Environmental Evaluation completed in May 2010 was a significant milestone for Northwest FasTracks Commuter Rail in that it identified the major environmental impacts and the required mitigation of those impacts for construction of the FasTracks line from Denver Union Station to Longmont. The Environmental Evaluation calls for a diesel multiple unit (DMU) commuter train operation from Denver Union Station to Longmont. The initial phase of this project will, however, be an electric multiple unit (EMU) system so that the relatively short 1.8 mile spur to South Westminster can utilize the same technology as the East and Gold Line Corridors. Once the full Northwest Corridor Commuter Rail System is built, it will utilize DMU's. RTD has not yet decided on whether the EMU infrastructure to Westminster will be left in place when the DMU line to Longmont is completed.

RTD's design for NWES included in the Requests For Proposals and on which DTP based its proposal included the construction of an additional set of tracks extending the length of the NWES, the station platform on the south side of the rail tracks at 70th Avenue and Irving Street, a pedestrian underpass extending under the tracks, a pedestrian plaza north of the tracks, asphalt surface parking, vehicle and pedestrian access to the station and bus parking and turnaround facilities. This is referred to as the Base Plan.

A considerable number of hours have been devoted on the part of both the City staff and RTD staff to develop an IGA that describes the alternate infrastructure that will be constructed at this station and designates which entity will be responsible for the construction and maintenance of these facilities. It has been the position of City staff that in order to realize the benefits of a full-fledged, high density transit-oriented development (TOD), the development must include a multi-level parking structure rather than utilize a sizable portion of the land area for surface parking. The City's TOD concept is fundamentally different than the concept plan included in the Environmental Evaluation and RTD's and DTP's base plan all of which call for many acres of potentially developable land to be used for surface parking.

As part of the proposed IGA, the City would take responsibility for the construction and ownership of a parking facility and thereby eliminate the need for most of the surface parking. Because of the City's strong desire to ensure that the infrastructure is in place for future quality private and public investment, the City would also take responsibility for construction of the access roads to the station parking structure, the bus loading/unloading facilities and the construction of the plaza area north of the railroad tracks including the adjacent wall. Under the draft IGA, Denver Transit Partners (DTP) would continue to have responsibility for the construction of the pedestrian underpass and the station platform on the south side of the tracks. The specific construction and maintenance responsibilities for the City, RTD and DTP are provided in Exhibits G and I of the attached IGA.

Since the construction of the parking structure, north plaza, bus loading/unloading area and the access roads shown in the base plan are presently included in DTP's concessionaire agreement with RTD, the removal of these items from the agreement requires a change order from RTD. The items that are being carved out of the DTP concessionaire agreement are collectively referred to as the "City Project" throughout the agreement. One change that has been made to the proposed IGA since this was reviewed with Council on November 14th is the addition of the North Plaza retaining wall to the City Project. Staff has determined that it will be much less costly for the City to contract for this work versus having DTP include the retaining wall in their project.

In return for RTD not needing to purchase the land for the surface parking, the District is agreeing to pay the City $6.94 million, which represents the appraised value of the properties. In addition, RTD will be paying the City approximately $3 million for the City's construction of the other elements of the City Project as described above. This latter payment represents a negotiated amount from DTP that DTP would have expended had they completed their construction in accordance with the Environmental Evaluation (EE) and the base plan. All of the payments from RTD to the City will be done on a reimbursement basis as the work is completed.

It is anticipated that the City Project will be constructed in phases. The minimum level of work that will need to be completed by the start of FasTracks Operations are a first phase of the parking structure and potentially some surface parking with enough capacity for 350 RTD-designated spaces, the portion of the north plaza that will be needed for access to the pedestrian tunnel, the access roads and at least a four-bay interim bus facility. With regard to the latter, it is hoped that by the time construction on the City Project starts, a developer will come forward to assist in the construction of the permanent six-bay bus facility. If this does not occur, the City agrees to build the interim facility that unfortunately will need to be replaced by the permanent facility no later than the start-up of operations for the balance of the FasTracks Northwest Corridor. The date of the completion of the entire Northwest Rail Corridor is dependent on the outcome of the FasTracks ballot measure that will likely be brought to the voters in November 2012. If it is approved in 2012, the earliest the Northwest Rail project could be completed would be 2020.

Because the City's intent is to phase construction of the project, a portion of the resources identified in the revenue sources listed at the beginning of this memorandum may not need to be available until some time after construction begins. The difference between the estimated expenditures and the RTD payments results from a number of upgrades that the City staff are recommending to enhance the project beyond what was envisioned in the RTD's proposal. These include the additional cost for the parking structure vs. surface parking, a much larger and considerably upgraded north plaza design, and enhancements to the interface or area between the north plaza and the pedestrian tunnel.

Other areas that are addressed in the draft IGA are:

- A process for requesting enhancements to the DTP portion of the project beyond the base design. These enhancements are referred to as "betterments" in the IGA. Betterments requested to date include a wider and visually enhanced pedestrian underpass that will not only provide access to the station platform but will also provide the main entry point to the City's future Little Dry Creek Park. Another betterment that is planned to be requested is the improved design for the station platform, itself. The cost of these enhancements and the proposed sources of funding have been incorporated into the estimated project budget. Additional betterments will require that non-RTD funds be obtained for both the construction and any on-going additional maintenance expense that may be necessary.

- The transfer of various City properties to RTD for the location of the station platform and the construction of other elements of NWES. Compensation for the conveyance of these properties is addressed in the Local Agency Contribution IGA.

- The design review of various elements of the project. The City will be reviewing and approving RTD/DTP project design plans to ensure compliance with the City Code and the City's design criteria. RTD will be reviewing the City Project to ensure that these facilities meet RTD's service planning and design criteria.

- Lease payments for City-built and maintained facilities. RTD will reimburse the City for it's pro rata share of the cost of the operations, maintenance and capital repairs to the parking facility. The specific details of this agreement will be identified in a lease agreement to be finalized within one year of the approval of this IGA.

- Operations and maintenance responsibilities. As noted earlier, the IGA spells out the specific on-going maintenance and operations responsibilities for the City, RTD and DTP. The specific responsibilities of the parties are detailed in Exhibit I of the agreement.

- Shared Use of RTD Parking Spaces. The IGA provides for the sharing of up to 250 of RTD's 350 parking spaces between the hours of 6:00 p.m. and 6:00 a.m. seven days a week and at other times agreed upon by the City and RTD. This is intended to maximize the numbers of parking spaces in the evenings and on weekends for non-RTD users.

- Future expansion of RTD parking. The agreement states that at the point when the current parking structure reaches 85% of its capacity, the parties shall initiate discussions on the construction of 575 additional parking spaces dedicated to RTD. The City shall provide any land needed for the expansion while RTD will pay for any expansion needed to accommodate the RTD usage. The City and RTD will jointly determine what type of parking will be constructed. The design and siting of the initial parking structure will allow for future expansion of parking facilities.

- Rights and Remedies. All financial obligations the parties are subject to annual appropriation as required by TABOR. In the event the City fails to meet any of its milestones under the IGA, RTD has the right to "step in" and take over the City Project and charge the City for any extra costs it occurs in doing so. RTD's concessionaire agreement with DTP includes a liquidated damages clause of $8,965 per day of delay caused by RTD in DTP's ability to commence revenue service. In turn, the IGA passes this obligation on to the City in the event the City fails to complete the pedestrian connections necessary for RTD patrons to reach the underpass, and thus, the platform.

An issue that has not been addressed satisfactorily from the City's standpoint is the absence of an elevator at the station platform. City staff will pursue other funding sources to try to have an elevator installed as part of this project.

City staff's efforts to complete this IGA coincide with City Council's goal of "Vibrant Neighborhoods In One Livable Community," and specifically the Council's strategic planning objective of "Develop Transit Oriented Development Around Commuter Rail Stations."

Respectfully submitted,

J. Brent McFall
City Manager

Attachments:

- Councillor's Bill
- Intergovernmental Agreement - Westminster FasTracks Rail Station
- Exhibits G and I of the agreement (note that the balance of exhibits were previously provided to City Council and available for public review in the City Clerk's office)

BY AUTHORITY

ORDINANCE NO. COUNCILLOR'S BILL NO. **42**

SERIES OF 2011 INTRODUCED BY COUNCILLORS

_____

A BILL
FOR AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL TRANSPORTATION DISTRICT REGARDING THE WESTMINSTER FASTRACKS STATION

WHEREAS, the Regional Transportation District (RTD) is authorized to implement the multimodal public transportation expansion plan (commonly referred to as the "FasTracks Plan") that was adopted by RTD's Board of Directors, approved by voters on November 2, 2004, and approved by the Denver regional Council of governments per the requirements of CRS section 32-9-107.7

WHEREAS, the Northwest Rail Electrified Segment of the FasTracks Plan includes a proposed commuter rail station located at 70th Ave. and Irving Street in the City of Westminster (the "Westminster Station"); and

WHEREAS, in order to foster transit oriented development around this location, the City desires to design and construct a structured parking facility and related improvements, and RTD has agreed to permit the City to design and construct said improvements, consistent with the terms of this Intergovernmental Agreement.

NOW, THEREFORE, pursuant to the Charter of the City of Westminster, the Colorado Constitution, Article XIV, Section 18(2)(a) and C.R.S. § 29-1-201, et seq.:

THE CITY OF WESTMINSTER ORDAINS:

Section 1: The City Manager of the City of Westminster is hereby authorized to execute on behalf of the City an Intergovernmental Agreement with the Regional Transportation District (RTD) regarding the Westminster Station project in substantially the same form as the one attached as Attachment A, including such changes that may be approved prior to its execution by the City Manager and the City Attorney to the extent such changes do not effect any of the financial parameters of the Agreement, and upon its execution to fund and implement said Agreement.

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

Section 3. This ordinance shall be published in full within ten days after its enactment.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 28th day of November, 2011.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 12th day of December, 2011.

ATTEST:

_____
Mayor

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney's Office

DRAFT

CITY OF WESTMINSTER
NORTHWEST RAIL ELECTRIFIED SEGMENT
SOUTH WESTMINSTER STATION
INTERGOVERNMENTAL AGREEMENT

THIS NORTHWEST RAIL ELECTRIFIED SEGMENT SOUTH WESTMINSTER STATION INTERGOVERNMENTAL AGREEMENT (this ***IGA***) is made and entered into this day of _____, 2011 (the ***Effective Date***) by and between the **CITY OF WESTMINSTER** (the ***City***), a home-rule municipal corporation of the State of Colorado organized pursuant to Article XX of the Colorado Constitution, and the **REGIONAL TRANSPORTATION DISTRICT** (***RTD***), a political subdivision of the State of Colorado organized pursuant to the Regional Transportation District Act, C.R.S. 32-9-101, *et seq*. The City and RTD may hereinafter be referred to individually as a ***Party*** and collectively as ***Parties***.

RECITALS

A. RTD is statutorily authorized to develop, maintain, and operate a mass transportation system for the benefit of the inhabitants of the district.

B. The City is authorized by its Charter and RTD is authorized by its enabling statute to enter into this IGA.

C. Pursuant to the Colorado Constitution, Article XIV, Section 18(2)(a), and C.R.S. § 29-1-201, *et seq*. the Parties may cooperate or contract with each other to provide any function, service or facility lawfully authorized to each, and any such contract may provide for sharing of costs.

D. RTD is authorized to implement the multimodal public transportation expansion plan that was adopted by RTD's Board of Directors (the ***Board***), approved by voters on November 2, 2004, and approved by the Denver Regional Council of Governments as per the requirements of C.R.S. § 32-9-107.7 (***FasTracks Plan***).

E. RTD proposes to construct the Northwest Rail Electrified Segment (***NWES***), which consists of commuter rail transit connecting Denver Union Station in Denver with a station located near W. 70th Avenue & Irving Street in the City of Westminster that is the subject of this IGA (the ***Station***), as the initial phase to the Northwest Rail Corridor identified in the FasTracks Plan and more fully described in the Final Environmental Evaluation dated May 18, 2010 (the ***EE***) and the RTD FasTracks Northwest Rail (NWR) Project, Phase 1 Nationwide Permit No. 14, Department of the Army (DA) Permit # NWO-2005-80771-DEN (the ***404 Permit***).

F. RTD and Denver Transit Partners, LLC (***DTP*** or the ***Concessionaire***) entered into a Concession and Lease Agreement on July 9, 2010 (as amended, the ***Concession Agreement***), pursuant to which the Concessionaire is to design, construct, operate and maintain, among other elements of the FasTracks Plan, the Station and to construct the relocation of the City's utilities affected by implementation of the NWES.

G. The Concession Agreement requires that the Station be implemented on real property to be acquired by RTD for that purpose and requires that the Station include, at a minimum, the Permanent Bus Facilities (defined below); surface parking containing approximately 350 parking spaces implemented so as not to preclude the ability to expand to 925 spaces by the year 2030;

a pedestrian underpass (the ***Pedestrian Underpass***) linking the transit plaza to the commuter rail passenger side platform (the ***Platform***); a transition plaza to facilitate movement of transit patrons from the Pedestrian Underpass to surface parking, the Permanent Bus Facilities and adjacent streets; and all associated access and circulation infrastructure, all in compliance with the Concession Agreement and generally as depicted in the NWES Station Plans (defined below) (the ***Base Plan***).

H. In order to foster transit-oriented development in the area, the City desires to modify the Base Plan and implement the Westminster Station Project, generally as depicted on Exhibit B, and the City has agreed to design and construct in connection therewith a parking facility comprising structured and/or surface parking areas (the ***Parking Facility***); the Permanent Bus Facilities; a transition plaza, including the Retaining Wall (defined below), connecting the Parking Facility and Permanent Bus Facilities to the Pedestrian Underpass (the ***North Plaza***); and all necessary associated access and circulation infrastructure, including roadways, and other necessary infrastructure associated with each of them (the ***Associated Infrastructure***), all in accordance with this IGA, (collectively, the ***City Project***).

I. RTD requires certain property interests in property owned or to be acquired by the City in order to implement the NWES, as further described in Section 2 of this IGA, and the City has agreed to convey such property interests to RTD in accordance with the terms of this IGA.

J. RTD has agreed to pay to the City the RTD Funding (defined below) and the RTD O&M Costs (defined below), the aggregate of which represents the capital construction, real property, and operation and maintenance costs that RTD will not incur as a result of the City implementing the City Project.

K. The City supports RTD's efforts to design and construct the NWES and RTD supports the City's efforts to design and construct the City Project and each have agreed to coordinate and cooperate to ensure the timely completion of the City Project through the terms of this IGA.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. GENERAL.

1.1 Recitals. The recitals set forth above are incorporated herein by this reference.

1.2 Definitions. Capitalized terms shall have the meanings prescribed to them in this IGA. In addition, the following capitalized terms shall have the meanings set out below.

a. ***Betterment*** means any element of the NWES Drainage or Pedestrian Underpass Interface that is (i) requested by the City (whether on its behalf or on behalf of a third party) and that is (ii) not included in the Base Plan, as more specifically defined in the NWES Station Plans, and (iii) is not otherwise required by Law or by the RTD Design Requirements or City Design Requirements.

b. ***Bus Facilities Transit Amenities*** means five passenger shelters and benches necessary for the Permanent Bus Facilities design to comply with the RTD Bus Transit Facilities Guidelines and Criteria to be installed in the immediate vicinity of the bus bays.

c. ***CDOT*** means the Colorado Department of Transportation.

d. ***City Design Requirements*** means the City of Westminster Storm Drainage Design And Technical Criteria, the Westminster Municipal Code, and the 2009 International Building Code and the Standards and Specifications for the Design and Construction of Public Improvements, in each case as adopted by the City, and any variances thereto granted by the City.

e. ***City Drainage*** means the storm water, water quality collection and conveyance piping infrastructure associated with drainage for the Parking Facility, Permanent Bus Facilities, North Plaza, the Federal Boulevard grade-separated crossing, and the Drainage Project.

f. ***Communications Manhole*** means an underground vault to be installed in the North Plaza in which power and communication cables from the Platform are collected and disbursed in conduit to RTD Safety and Security Equipment and Fare Collection Equipment.

g. ***Fare Collection Equipment*** means two ticket validators, two ticket vending machines, two smartcard readers and two shelters.

h. ***Force Majeure*** means fire; explosion; action of the elements; strike; interruption of transportation; rationing; shortage of labor, equipment or materials; court action; illegality; unusually severe weather; act of God; act of war; terrorism; or any other cause that is beyond the control of the City (including the failure of RTD or the Concessionaire to perform any task that is prerequisite to the City performing under this IGA) so long as that cause could not have been prevented by the City while exercising reasonable diligence.

i. ***Interim Bus Facilities*** means four bus bays, one Type I driver relief station (as that term is defined in the RTD Design Criteria), and four pedestrian shelters, including the Bus Facilities Transit Amenities.

j. ***Law*** means laws, regulations, orders, codes, directives, permits, approvals, decisions, decrees, ordinances or by-laws having the force of law and any common or civil law, including any amendment, extension or re-enactment of any of the same, and all other instruments, orders and regulations made pursuant to statute.

k. ***NWES Drainage*** means the storm water, water quality collection and conveyance piping infrastructure, including any necessary protective encasements, associated with drainage for the NWES and the City Project, all in compliance with and in accordance with the NWES Station Plans.

l. ***NWES Station Plans*** means those portions of the Advanced Basic Engineering Track, Drainage, Station and Civil Design Plans (Rev. March 31, 2010) for NWES included in Book 2, Volume 3, Appendix 3-A of Attachment 19 (*Concessionaire's Proposal*) to the Concession Agreement that address the Station, attached hereto as Exhibit A.

m. ***Pedestrian Underpass Interface*** means the interface between the north end of the Pedestrian Underpass and the North Plaza identified in the Change Order (defined below).

n. ***Permanent Bus Facilities*** means a bus transfer facility containing six bus bays, one Type III driver relief station (as that term is defined in the RTD Design Criteria), and associated infrastructure, including the Bus Facilities Transit Amenities.

o. ***Plaza Transit Amenities*** means seven benches; five trash receptacles; the Fare Collection Equipment; ten bicycle racks; and twenty bike storage lockers to be installed in the North Plaza.

p. ***Retaining Wall*** means a retaining wall necessary to allow for the grade difference between the Burlington Northern Santa Fe (***BNSF***) right-of-way and the North Plaza to be built by the City within the approximate limits shown on Exhibit B-2.

q. ***RTD Design Requirements*** means the NWES Station Plans, the EE, the 404 Permit, the RTD Bus Transit Facility Guidelines and Criteria (Rev. Feb. 2006), the RTD Transit Access Guidelines (Rev. Jan. 2009), the RTD Parking Management Program (Rev. 2008), and applicable provisions of Attachment 7 (*Design, Construction and Rolling Stock Requirements*), Attachment 19 (*Concessionaire's Proposal*) to the Concession Agreement and, where applicable, the design and construction requirements of third parties impacted by the NWES or the City Project (e.g., BNSF or utility owners).

r. ***RTD Funding*** means the aggregate of $6,940,000 plus $[Change Order capital credit amount].

s. ***RTD O&M Costs*** means, for each year commencing in 2017 until December 31, 2044, the base annual operations and maintenance costs associated with the Base Plan that would have been incurred by RTD, net of deductions by RTD for resultant increases in operations and maintenance costs resulting from the implementation of the City Project, expressed in 2010 dollars and identified on Exhibit J, plus indexation of those base RTD O&M Costs in accordance with Section 8.3 (*Payment of RTD O&M Costs*).

t. ***RTD Parking*** means not less than 350 segregated and contiguous parking spaces reserved for transit use to be constructed in the Parking Facility, as may be expanded in accordance with Section 3.1.d, and, if applicable any temporary parking provided by the City in accordance with 3.1.c.

u. ***RTD Transit Elements*** means, collectively, the Permanent Bus Facilities (or Interim Bus Facilities, as applicable); the Communications Manhole; the Fare Collection Equipment; the Plaza Transit Amenities; the RTD Parking; the RTD Safety & Security Equipment; any other transit equipment or amenities owned or controlled by RTD and installed on the Station Property.

v. ***RTD Safety & Security Equipment*** means RTD emergency telephones and security cameras installed in the Parking Facility, Permanent Bus Facilities and/or the North Plaza in order for RTD to monitor its facilities.

w. ***Traffic Improvements*** means all traffic improvements associated with the City Project, including Traffic Mitigations, pedestrian access, vehicular traffic signalization and controls and associated vehicular access and circulation infrastructure and signage.

x. ***Traffic Mitigations*** means those traffic improvements required by CDOT and in accordance with the EE to mitigate traffic impacts attributed by the Base Plan, as described below:

i. Construction of a new signalized intersection at Federal Boulevard and the Station access (south of 70th Avenue) to serve the Station;

ii. Prohibiting the left turn from eastbound 71st Avenue to northbound Federal Boulevard; and

iii. Re-striping the existing southbound right turn lane at W. 70th Avenue and Federal Boulevard to a shared through/right turn lane to provide additional southbound through capacity and become a right turn lane at the entrance to the Station and Parking Facility.

y. ***URA*** means the RTD Eagle Project Utility Relocation Agreement executed by the Parties dated June 2, 2011.

1.3 Scope of the IGA. This IGA governs RTD's and the City's respective rights and obligations as each pertains to the implementation of the City Project and the exchange of property necessary to implement the NWES. RTD's and the City's rights and obligations with respect to the implementation of the NWES in Westminster City limits shall be governed by the Northwest Rail Electrified Segment – City of Westminster Local Agency Contribution IGA (the ***Local Agency Contribution IGA***), which shall be executed by the Parties as soon as is reasonably possible following the Effective Date. Relocation of City-owned utilities, including the Sanitary Sewer relocation, shall be governed by the URA.

1.4 Order of Precedence.

a. In the event of any conflict between the terms or provisions of applicable Law, the IGA, the City Design Requirements and the RTD Design Requirements, the order of precedence (in order from highest to lowest, where the terms or provisions of a higher precedence document shall govern in the event of a conflict with a lower precedence document) shall be as follows:

i. applicable federal and state Law;

ii. this IGA;

iii. applicable local and municipal Law;

iv. the exhibits to this IGA; and

v. the City Design Requirements and RTD Design Requirements.

b. In the event of any conflict, ambiguity or inconsistency between or among any of the terms or provisions within this IGA, or between two or more documents having the same precedence under Section 1.4a, the most stringent requirement shall take precedence.

1.5 Exhibits. The exhibits to this IGA are an integral part hereof. The provisions of this IGA shall prevail over the provisions of the exhibits to the extent of any inconsistency. The following exhibits are attached hereto and incorporated herein by this reference:

Exhibit A – Base Plan

Exhibit B–Westminster Station – Overall 50% Construction Plans, City of Westminster (Rev. 06-20-11)

Exhibit B–1 – Interim Bus Facilities Site

Exhibit B-2 – North Plaza Retaining Wall Line of Demarcation

Exhibit C – Base Plan Right of Way Plans

Exhibit D – Form of Special Warranty Deed

Exhibit E – Form of Temporary Construction Easement

Exhibit F – RTD Staging Area

Exhibit G – Station Design and Construction Responsibilities Matrix

Exhibit H – South Westminster Station Schedule

Exhibit I – Station Operations and Maintenance Responsibilities Matrix

Exhibit IA – Snow Removal Lines of Demarcation

Exhibit J – RTD O&M Costs

2. REAL PROPERTY

2.1 Platform and Parking Facility. The City owns (i) property upon which the Platform Parcels (as that term is defined below) are anticipated to be situated and (ii) the property on which the City intends to construct the Parking Facility, and if necessary, the Interim Bus Facilities (as that term is defined below) (the ***Parking Facility Property***).

2.2 Real Property Transactions. The Parties shall acquire land, permanent easements, and access rights that are required to implement the NWES and the City Project as follows:

a. Platform and Pedestrian Underpass. The City shall convey to RTD those portions of the properties identified as NW-11 and NW-12 on Exhibit C that are necessary for RTD to implement the Platform and southwestern portion of the Pedestrian Underpass (the ***Platform Parcels***). RTD shall, at its sole cost, provide legal descriptions for the Platform Parcels no later than February 1, 2012. The City shall convey the Platform Parcels to RTD via special warranty deed(s), substantially in the form attached hereto as Exhibit D, no later than March 1, 2012; provided, if the City is unable to complete conveyance of a fee interest in the

Platform Parcels to RTD by March 1, 2012, the City shall convey a permanent and exclusive easement to RTD to be effective March 1, 2012. Upon conveyance of fee interest in the Platform Parcels, RTD shall count the value of the Platform Parcels as a credit against the City's local agency contribution to the NWES, in accordance with the Local Match IGA.

b. Pedestrian Underpass and North Plaza. RTD shall acquire portions of the property identified as NW-10 on Exhibit C sufficient to implement the Base Plan (the ***Plaza Property***). RTD shall convey to the City, at no cost to the City, not less than a non-exclusive easement solely for the purposes of constructing, operating and maintaining Traffic Improvements, a transition plaza for pedestrian and other public purposes and the Retaining Wall (the ***North Plaza Easement***). Limited commercial activities may be also permitted on the easement premises subject to the prior approval of RTD, not to be unreasonably withheld. The Parties shall execute the North Plaza Easement by March 31, 2013[1], as such date may be extended by mutual agreement of the Parties, provided, if the Parties cannot agree the terms of the North Plaza Easement by March 31, 2013, RTD shall convey a temporary, non-exclusive construction easement to the City to be effective March 31, 2013, as such date may be extended by mutual agreement of the Parties. The City shall be responsible to obtain from BNSF, at its sole cost and risk, any right-of-way access permits or other real property permissions, whether temporary or permanent, that BNSF may require if any portion of the North Plaza encroaches into BNSF right-of-way.

c. Bus Facilities Property. The City shall, acquire (i) all or part of the property identified as NW-7, and NW-9 on Exhibit C that is necessary for implementation of the Permanent Bus Facilities or (ii) sufficient alternative real property sufficient to implement the Permanent Bus Facilities (in either case, the ***Bus Facilities Property***).

d. Development Agreement. In lieu of acquiring the Bus Facilities Property, the City shall be entitled to enter into a development agreement with a third party for development of the Bus Facilities Property, provided, however that the City shall provide RTD the opportunity to review and approve any terms of such development agreement that impact the Permanent Bus Facilities or other improvements necessary for RTD transit purposes, including design plans and specifications developed in association therewith. The development agreement shall not relieve the City of its obligations under this IGA nor be inconsistent with or cause the City to be in breach of the terms of this IGA.

e. Sanitary Sewer. The City shall acquire property rights, including a temporary construction easement, within the properties identified as NW-7, NW-9 and NW-13, in each case as may be necessary for relocation of the City's sanitary sewer on those parcels (the ***Sanitary Sewer***). Release of the City's existing Sanitary Sewer easement will be handled in accordance with the URA.

f. Station Property. The Parking Facility Property and the Bus Facilities Property and any other property that the City acquires in order to fulfill its obligations under this IGA may collectively be referred to herein as the ***Station Property***.

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[1] This is a first guess based on what RTD understands to be the dates that DTP would finish demo, sewer relocate, drainage and excavation. RTD will need to confirm with DTP.

g. RTD Transit Elements Easement. The City shall enter into an easement agreement (the ***RTD Easement***) with RTD to govern the RTD Transit Elements installed on Station Property and that shall include, to the extent necessary, the right of vehicular (including RTD buses and maintenance vehicles) and pedestrian ingress and egress thereto. The RTD Easement shall not be inconsistent with the terms of this IGA and shall, among other things, address the division of RTD's and the City's rights and responsibilities with respect to ongoing maintenance and capital repair costs of the RTD Transit Elements. The Parties shall use best efforts to negotiate and agree the RTD Easement within one year of the Effective Date and the RTD Easement shall be executed by the Parties no later than the January 1, 2014 or the date upon which the first RTD Transit Element is inspected and accepted by RTD, whichever is earlier. Legal descriptions for the RTD Easement shall be prepared by RTD and be based upon an RTD survey of completed construction of each of the RTD Transit Elements. The Parties agree legal descriptions may be appended to the RTD Easement by addendum, as and when necessary. The RTD Easement shall not be recorded until all necessary legal descriptions have been appended to the RTD Easement.

h. Staging Area. The City shall provide to the Concessionaire (or its subcontractor), at no cost to the Concessionaire, a temporary construction easement, the form of which is attached hereto as Exhibit E, on the Parking Facility Property in the location shown on Exhibit F (the ***Staging Area***). The construction easement shall be executed and effective no later than March 1, 2012.

i. City Parking License. RTD and the City shall enter into a revocable license (the ***Parking License***) governing the City's use of not more than 250 spaces of the RTD Parking for parking by the general public between the hours of 6:00 p.m. and 6:00 a.m., seven days per week and at other times as the Parties may agree in the Parking License, and, if applicable, the City's use of the full amount of the RTD Parking from the date that the Parking Facility is accepted by RTD and the City until the date that NWES revenue service to the Station commences.

3. THE CITY PROJECT. The City Project shall be implemented in accordance with, and RTD, the City and the Concessionaire shall perform each of the duties assigned to them on, Exhibit G. In addition, the City Project and the Park Project, as that term is defined below, shall be implemented in accordance with the following:

3.1 The Parking Facility.

a. Location. The Parking Facility shall be designed and constructed in the approximate location depicted on Exhibit B.

b. Temporary Parking. The City shall ensure that the Parking Structure is operational and open to the public by the date established in the Station Schedule or the City shall provide, at the City's cost, temporary parking and all necessary and associated access and circulation infrastructure until the Parking Structure is operational and open to the public. Any temporary parking shall provide not less than 350 spaces for the exclusive use of RTD and its patrons, subject to Section 2.2.i of this IGA. If temporary parking is required to be implemented, each of the Parties rights and obligations with respect to the Parking Facility shall apply with full force and effect to the temporary parking.

c. Parking Facility Expansion. Commencing with commuter rail revenue service to the Station, RTD shall conduct monthly park-n-Ride utilization surveys for the RTD Parking and, at such time as the RTD Parking meets or exceeds 85% utilization consistently for a six month period, the Parties shall meet to determine a plan to expand the Parking Facility to increase the RTD Parking to not less than 925 transit spaces. The Parties shall jointly determine whether the Parking Facility expansion shall be in the form of additional structured parking or additional surface parking; provided, the Parties shall use best efforts to implement as structured parking substantially all of the additional RTD Parking. RTD shall provide funding for capital expenditures associated with the addition of any RTD Parking spaces and a pro rata share of funding for any common elements in connection with the Parking Facility expansion but any expansion of the Parking Facility by the City or a third party for uses not required by RTD, and attendant increases in maintenance costs, if any, shall be at the sole cost of the City or a third party. Any land necessary to expand the Parking Facility to include an additional 925 spaces, whether by the addition of structured or surface parking, shall be acquired by the City at the City's sole cost. The Parties contemplate entering into an agreement governing the design and construction of the Parking Facility expansion, and address a division between the Parties of increased maintenance responsibilities and costs resulting from the Parking Facility expansion.

3.2 The Bus Facilities.

a. Location. The City shall design and construct the Permanent Bus Facilities in the approximate location depicted on Exhibit B.

b. Interim Bus Facilities. The City shall have the option of implementing the Interim Bus Facilities in the approximate location shown on Exhibit B-1 in lieu of the Permanent Bus Facilities, **provided** (i) the Permanent Bus Facilities shall be fully constructed and operational in the location shown on Exhibit B by the date on which commuter rail revenue service for the Northwest Rail Corridor commences; (ii) costs associated with subsequently implementing the Permanent Bus Facilities and removing the Interim Bus Facilities shall be borne by the City and (iii) the City shall reimburse RTD for any increase in costs incurred in operating and maintaining the Permanent Bus Facilities in lieu of the Interim Bus Facilities. The City shall notify RTD in writing of its decision to implement either the Permanent Bus Facilities or the Interim Bus Facilities by March 1, 2013. If the City elects to implement the Interim Bus Facilities, each reference in this IGA to the Permanent Bus Facilities shall be deemed to refer to the Interim Bus Facilities, unless the context clearly requires otherwise.

3.3 The North Plaza.

The City shall design and construct the North Plaza in the approximate location depicted on Exhibit B.

3.4 Associated Infrastructure.

a. NWES Drainage. RTD shall implement NWES Drainage solely within the BNSF right of way line to interface with the City Drainage at the northerly BNSF right of way line and the southerly BNSF right of way line. Any change from the NWES Station Plans to the NWES

Drainage that is requested by the City and that is not required by federal, state or local Law shall be considered a Betterment and handled in accordance with Section 5.4 (*Betterments*).

b. Little Dry Creek Storm Water Drainage Project. The City is responsible for the costs associated with the Drainage Project (as that term is defined in the Local Agency Contribution IGA); **provided,** the City shall be entitled to a credit against its local agency contribution in accordance with the Local Agency Contribution IGA. The City shall interface the City Drainage with the NWES Drainage at the southerly BNSF right of way line.

4. COORDINATION.

4.1 Schedule. The City Project shall be implemented in accordance with, and the Parties agree to use best efforts to adhere to all dates identified in, the South Westminster Station Schedule, attached hereto as Exhibit H.

4.2 Coordination among the Parties and with Contractors. The City agrees to coordinate and cooperate with, and to contractually require the City's consultants, contractors and subcontractors and each of their respective consultants, contractors and subcontractors that are engaged in the City Project work (collectively, ***City Contractors***) to coordinate and cooperate with, RTD and the Concessionaire and any other RTD consultants, contractors and subcontractors and each of their respective consultants, contractors and subcontractors engaged in the NWES work (collectively, ***RTD Contractors***) concerning the performance of RTD's obligations hereunder. RTD agrees to coordinate and cooperate with, and to contractually require the RTD Contractors to coordinate and cooperate with the City and the City Contractors concerning the performance of the City's obligations.

4.3 Coordination Meetings. The Parties, and, as appropriate, the City Contractors and RTD Contractors, shall have design coordination meetings not less than once every two weeks (or at such intervals as the Parties may deem appropriate) until completion of design of the Parking Facility, the Permanent Bus Facilities, the North Plaza, the City Drainage, the NWES Drainage, the Pedestrian Underpass Interface and the Traffic Improvements. The Parties, and, as appropriate, the City Contractors and RTD Contractors, shall have construction meetings not less than once per week or as needed. Authorized representatives of the Parties shall be present at coordination meetings. The City shall provide minutes for coordination meetings within five calendar days of the meeting.

4.4 Design and Construction Interface. The City shall coordinate with RTD and the Concessionaire to integrate the City Project and Drainage Project throughout design and construction of NWES as described in Exhibit G. The Parties shall exchange schedule progress updates on a monthly basis in a Primavera P6 (.xer file) format. RTD and the City shall closely coordinate design of the City Drainage and the NWES Drainage in an effort to ensure that neither Party's designs will, if implemented, preclude the implementation of the other Party's designs. In accordance with Section 5.2, the Parties shall closely coordinate design of the Pedestrian Underpass Interface with the North Plaza and the City Drainage with the NWES Drainage.

4.5 Concessionaire Duties. The City acknowledges that the Concessionaire will be contractually obligated to perform each of RTD's obligations under this IGA, except for the

following: to acquire any real property or provide legal descriptions under Section 2 (*Real Property*); to perform monthly park-n-Ride utilization surveys or participate in the Parking Facility expansion under Section 3 (*The City Project*); to perform any duties specifically assigned to RTD in Exhibit G; to review and approve City Project designs except as specifically assigned in Exhibit G; to perform any duties specifically assigned to RTD in Exhibit I; to credit Local Match or make payments to the City under Section 8 (*Local Agency Contribution and RTD Contribution to the City Project*); to procure and maintain insurance under Section 16 (*Insurance*); to participate in the resolution of disputes between RTD and the City, provided that the Concessionaire shall assist and cooperate with RTD in the resolution of any such dispute in accordance with the Concession Agreement. RTD shall not be relieved of its obligations or responsibilities under this IGA by reason of its obligations being carried out by the Concessionaire nor will the City be in any way liable to the Concessionaire or be in any way bound by the terms of the Concession Agreement.

4.6 Concession Agreement Change Order. RTD will, concurrently with execution by both Parties of this IGA, execute and deliver to the Concessionaire a change order to the Concession Agreement (the ***Change Order***), incorporated herein by this reference, removing from and/or modifying the Concessionaire's scope of work responsibility for design, construction, operation and maintenance (each, as applicable) of those elements of the Base Plan that the City by this IGA has elected to undertake and, if applicable, adding to the Concessionaire's scope of work any Betterments, in each case, as more specifically defined in the Change Order. The City specifically acknowledges and agrees that if the City undertakes changes to Exhibit B that result in increased costs to the Concessionaire such change will be treated as a Betterment and the RTD Funding and/or the RTD O&M Costs shall be adjusted accordingly.

4.7 Project Liaisons. The project liaisons for the City and RTD, respectively, are identified in Section 10 (*Notices*). The City's project liaison shall coordinate the exchange of documentation, plan review and approval, construction inspection and any other similar activities with the City required under this IGA. RTD's project liaison may coordinate the exchange of documentation, plan review and approval, construction inspection and any other similar activities with RTD required under this IGA although the Concessionaire and the City may directly coordinate such activities, provided that RTD's project liaison is copied on all correspondence between the City and the Concessionaire.

5. DESIGN REQUIREMENTS.

5.1 Design Criteria. The City shall ensure that the Parking Facility, Permanent Bus Facilities, North Plaza, and Associated Infrastructure to be implemented by the City and identified in Exhibit G are designed in accordance with (i) applicable federal, state and local Laws, (ii) the City Design Requirements, (iii) the RTD Design Requirements, and (iv) the terms of this IGA. RTD shall ensure that the NWES Drainage and the Pedestrian Underpass Interface are designed in accordance with (i) applicable federal, state and local Laws, (ii) the NWES Station Plans, (iii) the City Design Requirements, including variances granted therefor, and (iv) the terms of this IGA.

5.2 Design Plan Review and Approval. The Parties shall review and approve design plans as follows:

a. City Design Plans. The City shall provide RTD with City Project design plans (in AutoCAD or Microstation) and specifications (in .pdf format) at the 30%, 50% and 100% design level. The City shall ensure that any design criteria necessary for RTD to implement the RTD Parking Management Program and the Bus Transit Facilities Guidelines are incorporated into the Parking Facility design by no later than the time that 50% design therefor is completed. RTD shall have the right to review and approve the City Project design plans and specifications for compliance with the RTD Design Requirements and the terms of this IGA. The Concessionaire shall have the right to comment on design plans and specifications for any elements of the City Project that the Concessionaire is responsible to maintain under Exhibit I and I-A; **provided**, the City shall have no obligation to incorporate Concessionaire comments that are unrelated to the Concessionaire's operation and maintenance responsibilities.

b. RTD Design Plans. RTD shall provide the City with design plans (in AutoCAD or Microstation) and specifications (in pdf format) at the 60% and 100% design level for the NWES Drainage, the Communications Manhole, the Pedestrian Underpass Interface and other plans and specifications that may be necessary for the City to carry out its obligations under this IGA. The City shall have the right to review and approve the NWES Drainage plans for compliance with the NWES Station Plans and Laws. The City shall have the right to review and approve the design plans and specifications for the Pedestrian Underpass Interface for compliance with (i) the requirement that the alignment of the Pedestrian Underpass match the center line of the Hooker Street extension identified on Exhibit B and (ii) with City Design Requirements.

c. Review Time. Each Party shall have twenty calendar days to submit comments or approvals, if applicable, to design plans and specifications provided by the other Party.

d. Plan Approvals. Design plan approvals shall not be unreasonably withheld, conditioned or delayed by either Party.

e. Other NWES Plans. City review and approval of other NWES project design plans and specifications shall be governed under the Local Agency Contribution IGA.

f. Utility Relocations. The City's review of design plans for utility relocations, including the Sanitary Sewer relocation, shall be governed by the URA.

g. Design Review Disputes. If either Party alleges that a design submittal does not comply with the requirements of this IGA or alleges that the other Party (including its Contractors) is unreasonably withholding design approval despite compliance with the requirements of this IGA, the alleging Party shall dispute such allegation in accordance with Section 11 (*Disputes*) of this IGA.

5.3 Design Changes. Any material change to RTD-approved City Project design plans and specifications shall be submitted to RTD, clearly indicating the nature of and reason for the change, for RTD's review and approval. RTD shall have ten calendar days to submit approval or rejection of any such post-approval design changes.

5.4 Betterments.

a. Evaluation. Before agreeing to construct a Betterment, RTD will evaluate the Betterment to determine whether its implementation is technically feasible and has no adverse impact to the Project with respect to schedule, budget and safety and security. If RTD determines that there is such an adverse impact, RTD may, in its sole discretion, deny the City's request for the Betterment. Upon the City's request, RTD shall require the Concessionaire to provide a cost estimate for any Betterment requested by the City; provided that if the City determines not to proceed with such Betterment, the City shall pay to RTD an amount equal to the costs incurred by the Concessionaire in preparing the cost estimate.

b. Payment. The City (or any third party that has agreed with the City in advance to be responsible for payment) shall pay all expenses incurred, including without limitation, incremental design, sales or use taxes associated with the construction of the Betterment, delay and/or maintenance costs to RTD of the Betterment. If RTD agrees to implement a Betterment, RTD shall, at the City's direction, either deduct the estimated capital cost of the Betterment from the RTD Funding or the City shall deposit the total capital cost of the Betterment work with RTD prior to commencement of work. If the negotiated price is on an actual cost basis, RTD shall notify the City whenever the capital cost of such Betterment work reaches 80% of the estimated cost specified for the Betterment. If the actual costs exceed the estimated cost, RTD will not proceed unless the increase in cost is agreed by the City and paid by the City to RTD prior to progressing with the work.

6. CONSTRUCTION REQUIREMENTS.

6.1 Compliance. The City Project, the NWES Drainage and the Pedestrian Underpass Interface shall be constructed in accordance with the 100% approved design plans and specifications and with the EE, the 404 and applicable federal, state and local Laws. The Parties shall not commence construction on any element identified in Exhibit G until plans therefor have been reviewed and approved (as applicable) by the other Party.

6.2 City Project Construction Contracts. The City's contract(s) for the construction of the City Project shall include indemnification as required by Section 15 (*Indemnification*), insurance coverage as required by Section 16 (*Insurance*), and payment and performance bonds equal to not less than the greater of 100% of the value of the City's construction contracts for the City Project or such value as is required to comply with C.R.S. § 38-26-101, et seq. RTD shall be named an obligee on each payment and performance bond procured in favor of the City for the City Project.

6.3 Permitting. The City shall apply and pay for applicable permits necessary for construction, operation and maintenance (as applicable) of the City Project. Permits to be acquired by the Concessionaire to implement the NWES shall be acquired in accordance with the Local Agency Contribution IGA. Utility relocation permits shall be obtained in accordance with the URA.

6.4 Sales and Use Taxes. The RTD Contractors shall not be exempt from the requirement to pay applicable City sales and use taxes as may be required by Section 4-2-2 of the Westminster Municipal Code; **however**, in accordance with the Local Agency Contribution IGA, the City shall rebate to RTD the City's 3% general sales and use taxes required to be paid by RTD Contractors under Section 4-2-2 of the Westminster Municipal Code.

6.5 Start Work. Each Party shall notify the other Party in writing of the date for the start of work for any portion of its part of the NWES or City Project, as applicable. Each Party shall invite the other Party to pre-construction conferences.

6.6 Final Inspection and Acceptance.

a. RTD shall inform the City when each of the NWES Drainage, the Pedestrian Underpass Interface and any Betterments have been completed and are ready for final inspection. Final inspections shall be attended by RTD, the City, and the Concessionaire. The City shall be responsible for directing DTP to perform corrective work relating to deficiencies, provided the City shall give such direction in writing and shall provide a copy to RTD. Once corrective work is complete, RTD shall notify the City and the City shall have fourteen calendar days to give written notice of acceptance or rejection of the applicable work. If the City does not accept or reject the corrective work within such fourteen day period, such work shall be deemed accepted by the City.

b. Construction and final inspection of the NWES will be governed by the Local Agency Contribution IGA.

c. Utility relocations shall be constructed, inspected and warranted in accordance with the URA.

d. The City shall notify RTD when all or a portion of the RTD Transit Elements to be implemented by the City are complete and ready for inspection. Final inspection of these RTD Transit Elements shall be attended by RTD, the City, and the Concessionaire, as appropriate. The City shall be responsible for directing any corrective work relating to deficiencies with respect to these RTD Transit Elements. Once corrective work is complete, the City shall notify RTD and RTD shall have fourteen calendar days to give written notice of acceptance or rejection of the applicable work. If RTD does not accept or reject the corrective work within such fourteen day period, such work shall be deemed accepted by RTD.

6.7 As-Built Drawings. The City shall provide RTD as-built drawings for the Parking Facility, the Permanent Bus Facilities, the North Plaza and Associated Infrastructure built by the City. RTD shall provide the City as-built drawings for the NWES Drainage, the Pedestrian Underpass Interface and any Betterments. RTD shall provide as-built drawings for the utility relocations in accordance with the URA.

6.8 Warranty. The City shall warranty those RTD Transit Elements identified as being constructed by the City on Exhibit G for a period of not less than one year from date of acceptance by RTD. RTD shall warranty the NWES Drainage and any Betterments for a period of not less than one year from date of acceptance by the City.

6.9 Design Review Disputes. If either Party alleges that a completed construction does not comply with the requirements of this IGA or alleges that the other Party (including its Contractors) is unreasonably withholding construction approval despite compliance with the requirements of this IGA, the alleging Party shall dispute such allegation in accordance with Section 11 (*Disputes*) of this IGA.

7. OWNERSHIP, OPERATIONS AND MAINTENANCE.

7.1 Responsibilities. Except as otherwise provided in this IGA, the City Project shall be operated and maintained in accordance with, and RTD and the City shall perform each of the duties assigned to each of them on, Exhibit I and Exhibit I-A. RTD shall ensure that the Concessionaire performs each of the duties assigned to it on Exhibit I and Exhibit I-A.

7.2 Third Party Agreements. Nothing herein shall preclude the City from entering into a development agreement with a third party that provides for such third party to own and maintain the Parking Facility and/or the property upon which the Permanent Bus Facilities are installed, in each case subject to RTD's prior approval of the development agreement.

7.3 Operations and Maintenance following the Concession Agreement Expiration or Termination.

a. Not later than January 31, 2044, RTD and the City shall meet to negotiate an IGA to govern the Parties' rights and obligations with respect to the performance of, and/or payment for, the operation, maintenance and capital repair of the Parking Facility, Permanent Bus Facilities, North Plaza and Pedestrian Underpass Interface following the expiration of the Concession Agreement (the ***O&M IGA***). The Parties currently anticipate that the performance of operation and maintenance responsibilities shall remain substantially unchanged, but that reimbursement between the Parties for costs incurred in performing such activities shall be renegotiated to more accurately reflect costs anticipated to be incurred in 2045 and subsequent years. The Parties shall exchange then-current documentation, including maintenance plans and actual costs incurred therefor, necessary to establish each Party's costs eligible for reimbursement from the other Party. The Parties shall make best efforts to execute the O&M IGA, which shall be effective as of January 1, 2045, prior to completion of the budget authorization process of each of the Parties.

b. In the event of early termination of the Concession Agreement, RTD and the City shall amend this IGA either to identify a substitute Concessionaire or to remove the Concessionaire and require RTD to assume all delegated Concessionaire duties identified in Section 4.5 (*Concessionaire Duties*); **provided** all other rights and obligations of the Parties, including obligations to make payment to the other Party, shall remain unchanged unless mutually agreed by the Parties. For the avoidance of doubt, the amount of RTD Funding and RTD O&M Costs required to be paid by RTD to the City under this IGA in the event of an early termination of the Concession Agreement shall remain unchanged.

8. LOCAL AGENCY CONTRIBUTION AND RTD CONTRIBUTION TO THE CITY PROJECT.

8.1 Local Agency Contribution. As consideration for the conveyance of the Platform Parcels to RTD, RTD shall, in accordance with the provisions of the Local Agency Contribution IGA, credit toward the City's NWES local agency contribution $[•][2], which amount represents the agreed fair market value of the Platform Parcels.

8.2 Right of Way and Capital Expenditures.

[2] The parties to identify the value of this parcel prior to execution of the IGAs.

a. RTD Funding Payment. Subject to Section 4.6 (*Concessionaire Change Order*) and as consideration for the City's performance of certain of RTD's obligations to provide property under the Concession Agreement and to provide property interests as described herein to RTD, RTD agrees to pay to the City the RTD Funding in accordance with Section 8.2.d.

b. Capital Improvement Program Account. The City shall create a separate account (the ***Capital Improvement Program Account***) and shall deposit funds appropriated by the City for the purposes of this IGA and to track all City expenditures and RTD Funding payments associated with the City Project.

c. Invoicing. No more than monthly, the City shall submit to RTD an invoice evidencing the City's costs incurred since the previous invoice period for design and construction costs associated with implementation of the RTD Transit Elements and the North Plaza. The invoice shall include a monthly progress report indicating the percentage of work completed on each element of the City Project, a Capital Improvement Program Account report evidencing deposits and expenditures since the previous report, supporting documentation and a certified statement from the City's prime construction contractor that its subcontractors have been paid for all time and materials invoiced to the City for the City Project.

d. Payment. Within 30 days of receipt of the City's invoice, RTD shall pay undisputed amounts claimed in the City's invoice until such time as RTD has paid the RTD Funding; **provided,** RTD shall retain 5% of the RTD Funding until such time as the RTD Transit Elements and the North Plaza are inspected and accepted by RTD. Within 30 days of final inspection and acceptance by RTD of the RTD Transit Elements and the North Plaza, RTD shall pay to the City the remainder of the RTD Funding.

8.3 Payment of RTD O&M Costs.

a. RTD O&M Costs. Subject to Section 3.2b and as compensation to the City for costs incurred in maintaining, and performing capital maintenance of, the RTD Parking, the Permanent Bus Facilities, and the North Plaza, RTD shall make payments to the City, the aggregate of which shall equal the total base RTD O&M Costs identified on Exhibit J plus indexation of the base RTD O&M Costs in accordance with Section 8.3b.

b. Indexation. Each calendar year, commencing on January 1, 2017, RTD shall index the applicable calendar year of the base RTD O&M Costs identified on Exhibit J in accordance with Part G of Attachment 11 (*Service Payments*) to the Concession Agreement. RTD shall notify the City of the aggregate RTD O&M Costs to be paid to the City in that calendar year.

c. Invoicing and Payment. In each calendar year from January 31, 2017 until January 1, 2045, the City shall become entitled to payment of the base RTD O&M Costs for that calendar year, plus indexation, on a calendar monthly basis calculated in accordance with this Section 8.3 (*Payment of RTD O&M Costs*). Within 30 days following the last date of each calendar month, the City shall submit to RTD an invoice for the RTD O&M Costs, and, within 30 days of receipt of the City's invoice, RTD shall pay undisputed amounts claimed until such time as RTD has paid the RTD O&M Costs due in that calendar year.

8.4 Condition Precedent to Payment of RTD Funding and RTD O&M Costs. The effectiveness of this Section 8 (*Local Agency Contribution and RTD Funding Contribution to the City Project*) shall be subject to the fulfillment of the following conditions: (i) the Board shall have approved and appropriated funds for the NWES; (ii) RTD and the City shall have duly authorized and executed the Local Agency Contribution IGA; and (iii) the Concessionaire shall have obtained a conditional letter of map revision from the Federal Emergency Management Agency and a flood plain development permit from Adams County and/or the City (as applicable) for the NWES. Until such time as each of these conditions has been fulfilled, costs that a Party incurs with respect to this IGA are at that Party's sole risk and expense.

9. DELAYS; LIQUIDATED DAMAGES.

9.1 City Delays. The City shall notify RTD of any potential failure to reach the milestone dates identified in Exhibit H and the City shall specify the circumstances resulting in such a delay in performance and whether the delay is caused by Force Majeure. The City shall work to mitigate any potential delays or claims as a result of any such potential or actual failure to reach said milestones. If a City delay that would otherwise trigger RTD's step-in rights under Section 9.2 or require the payment by the City of liquidated damages under Section 9.3 is caused by Force Majeure, RTD shall provide a day-for-day extension of agreed milestone dates, provided that the City (a) makes best efforts to mitigate such Force Majeure and (b) continues to diligently perform its obligations under this IGA in an attempt to meet each milestone date required by Exhibit H.

9.2 RTD Step-In Rights. Subject to Section 9.1, if the City fails to meet any of the milestone dates identified in Exhibit H and RTD determines that the City will thereafter be unable to complete the Parking Facility, the Interim Bus Facilities and/or Permanent Bus Facilities (excluding the Bus Facilities Transit Amenities), the North Plaza and/or the Associated Infrastructure for which the City is responsible by the later of the applicable completion date identified in Exhibit H or March 31, 2016, RTD will be entitled to carry out, or arrange to have carried out, the work necessary either to implement the Base Plan or to complete the City Project (in RTD's sole discretion), including acceleration and delay costs (each as applicable), at the cost and expense of the City. In such event, RTD shall notify the City that it intends to exercise its right under this Section 9.2 and shall provide the City with 60 days to cure or provide a plan to cure the breach or breaches identified in the RTD step-in notice. If after the 60-day cure period has elapsed, the City shall have failed to cure or provide a plan that, in RTD's sole discretion, is adequate to cure, RTD shall exercise its step-in rights and shall thereafter have no obligation to make payments toward the RTD Funding for work performed after the date of the final step-in notice. The City shall, to the extent it has not already done so, immediately grant to RTD the RTD Easement and any other temporary construction easements necessary for RTD to complete the Base Plan or the City Project on the Station Property. RTD shall be entitled to draw and retain the full amount of the City's payment and performance bond as full or partial payment therefor. The right of RTD to retain the unpaid balance of the RTD Funding and draw upon the payment and performance bond is not intended to constitute a penalty, but is intended to be, and shall constitute, liquidated damages to compensate RTD for the cost of procuring and paying for the work and for other costs incurred by RTD in reliance upon the City's agreement to enter into the transactions contemplated hereby. The Parties acknowledge that it is difficult to ascertain the amount of actual damages that would be incurred by RTD in such circumstances, and that such liquidated damages are a reasonable estimate of

the presumed actual damages that would be incurred by RTD. RTD agrees that if it exercises it step-in rights under this Section 9.2, that the City shall have no obligation to pay liquidated damages under Section 9.3.

9.3 Liquidated Damages.

a. Recognizing that time is of the essence in completing the City Project, that completion of certain elements of the City Project are necessary for commencement of revenue service of the NWES, and that in the event of failure to complete those elements of the City Project it would be difficult to determine the exact amount of the loss suffered by RTD due to the City's failure to complete such work, if:

i. the City shall fail to obtain final inspection and acceptance by RTD, the Concessionaire and, if applicable, BNSF, of the Retaining Wall by [•], 2013 and such failure, despite the exercise of best efforts on the part of the Concessionaire to minimize and mitigate the effects of such failure in accordance with the Concession Agreement, prevents the Concessionaire from commencing revenue service to the Station on March 31, 2016; or

ii. the City shall fail to obtain final inspection and acceptance by RTD of all pedestrian connections between the Pedestrian Underpass and adjacent public rights of way that are necessary for RTD patrons to reach the Pedestrian Underpass on or before the later of March 31, 2016 and the date that the Concessionaire is certified and ready to commence revenue service to the Station and RTD, as a result of the City's failure, directs DTP to postpone commencement of revenue service to the Station,

the City shall pay to RTD as liquidated damages and not as penalty an amount for each and every day of delay calculated by reference to the amount of revenue service payments due and payable to the Concessionaire for delivery of such service, to wit, an amount equal to $ 8,965.00 per day; provided further that, other than as provided for in this IGA, any failure to perform will not be considered excusable.

b. The obligations of the City under this Section 9.3 are not intended to constitute a penalty, but are intended to be, and shall constitute, liquidated damages to compensate RTD for the cost of delay in completion of the City Project incurred by RTD in reliance upon the City's agreement to perform such work in accordance with the terms herein.

9.4 The City shall assign to RTD liquidated damages that the City contractually requires the City Contractors to pay to the City on terms and conditions similar to the liquidated damage obligations to which the City is obligated under this Section 9 (*Delays; Liquidated Damages*).

9.5 RTD reserves the right to deduct liquidated damages from amounts due the City under this IGA or, at RTD's option, to collect liquidated damages directly from the City.

9.6 Nothing in this Section 9 (*Delays; Liquidated Damages*) shall be interpreted as limiting, in any way, RTD's right to proceed against the City for actual losses incurred by RTD

due to the City's failure to perform any obligations identified in this IGA that are not governed by Section 9.3.

10. NOTICES. The Parties shall, whenever feasible, utilize Aconex for correspondence and exchange of documentation related to this IGA. Communications required by this IGA shall also be effective if made in writing, via U.S. First Class Post, e-mail or facsimile, to the following individuals (or their delegates), who shall be the project liaisons for their respective organizations:

To the City:
City of Westminster
City Engineer
4800 West 92nd Avenue
Westminster, CO 80031

Copies to:
City of Westminster
Deputy City Manager
4800 West 92nd Avenue
Westminster, CO 80031

City of Westminster
Director of Community Development
4800 West 92nd Avenue
Westminster, CO 80031

To RTD:
Greg Straight
Eagle Project Design/Build Manager
1670 Broadway, Suite 2700
Denver, Colorado 80202
Phone: 303-299-6906
Fax: 303-831-9249
e-mail: Greg.Straight@rtd-fastracks.com

Copies to:
Nadine Lee, P.E.
Northwest Electrified Segment Project Manager
Regional Transportation District
1560 Broadway, Suite 700
Denver, Colorado 80202
Phone: (303) 299-6978
Facsimile: (303) 299-2452
e-mail: nadine.lee@rtd-fastracks.com

Project liaisons may be changed or additions made at the discretion of each Party by written notice to the other Party.

11. DISPUTES. Disputes shall be initially resolved between the project liaisons. If the project liaisons are unable to resolve the dispute, they shall document the basis for the dispute, either independently or collectively, and forward such information to their senior management in accordance with the following escalation priorities: (i) Eagle Project Director and the City's

Director of Community Development, (ii) RTD's Assistant General Manager for Capital Programs and the City's Deputy City Manager, and (iii) RTD's General Manager and Westminster's City Manager. Prior to the filing of any legal action in Adams County District Court, the Parties shall attempt to resolve the dispute through non-binding mediation before an objective third party to be selected by mutual agreement of the Parties.

12. APPROVAL BY CITY COUNCIL. This IGA is expressly subject to, and shall not be or become effective or binding on the City or RTD until approved by the Westminster City Council (***City Council***).

13. APPROPRIATION BY CITY COUNCIL AND THE BOARD. This IGA does not commit any present funding by the City for the City Project or by RTD for operations and maintenance costs. Implementation of this IGA implies future financial commitments by both Parties subject to approval by the Board and the City Council and subject to each entity's legally required budgeting, authorization, and appropriation process. Any and all obligations of the City and RTD under and pursuant to this IGA which require funding are subject to prior annual appropriations of funds expressly made by the City Council and the Board, respectively, for the purposes of this IGA. Nothing herein shall be construed by either Party as a multiple fiscal year obligation as described by Article X, Section 20 of the Colorado Constitution.

14. LIABILITY. As between the Parties, and without either the City or RTD waiving any of the rights and protections provided under the Colorado Governmental Immunity Act, sections 24-10-101 to 120, C.R.S., each Party hereto shall be responsible for its own negligence and that of its agents and employees in the performance of this IGA. If either Party is given notice of claim or suit against or involving the other arising from the implementation of this IGA or the design or construction of the NWES, it agrees to give the other Party prompt written notice of such claim or suit. Nothing in this IGA shall be deemed or construed as a waiver by either Party of its rights and protections under the Colorado Governmental Immunity Act, as amended.

15. INDEMNIFICATION.

15.1 Indemnification by the City Contractors.

a. To the fullest extent permitted by law, the City shall contractually require the City's construction contractor(s) to indemnify, defend and hold the City, including its agents and employees, RTD, including its directors, employees, the RTD Contractors and each of their agents and employees, (collectively, the ***Indemnitees***) harmless from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the work described in this IGA, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, but only to the extent caused by the negligent act or omission of, or breach of contract by, the indemnifying City contractor, any of its subcontractors or sub-subcontractors, suppliers of equipment or materials, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Section 15.1a.

b. In any and all claims against the Indemnitees, the indemnification obligation under Section 15.1a shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the indemnifying City contractor or its subcontractors, sub-subcontractors, or suppliers of equipment or materials under the workers' compensation act, disability benefit acts or other employee benefit acts.

15.2 The Contractor's indemnification hereunder shall apply without regard to whether acts or omissions of one or more of the Indemnified Parties hereunder would otherwise have made them jointly or derivatively negligent or liable for such damage or injury, excepting only that the indemnifying City contractor shall not be obligated to so protect, defend, indemnify, and save harmless if such damage or injury is due to the sole negligence of one or more of the Indemnitees.

15.3 By RTD's Contractors.

a. With respect to Concessionaire activities undertaken in connection with City utility relocations, the City shall be indemnified in accordance with Article 22 (*Indemnification*) of the URA.

b. With respect to Concessionaire activities undertaken in connection with the implementation of the NWES within City limits, RTD shall require the Concessionaire to indemnify, save, and hold harmless the City, its directors, employees, the City Contractors, and agents against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Concessionaire, or its employees, agents, subcontractors, or assignees, and arising out of the terms of this IGA to the same extent and limits to which the Concessionaire indemnifies RTD; **provided**, the Concessionaire's indemnification obligations shall not extend to damage to City property in connection with the Concessionaire's snow removal activities where such damage can be attributed to normal wear-and-tear or is caused in whole or in part by the acts or omissions of the City or its contractors in installing, maintaining, and/or replacing the City property.

c. RTD shall require any other RTD Contractors that perform NWES construction within City limits to indemnify, save, and hold harmless the City, its directors, employees, the City Contractors, and agents against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Concessionaire, or its employees, agents, subcontractors, or assignees, and arising out of the terms of this IGA to the same extent and limits to which the relevant RTD Contractor indemnifies RTD.

16. INSURANCE.

16.1 RTD shall obtain and maintain an Owner Controlled Insurance Program (OCIP) (where RTD is ***Owner***) for the construction phase of the NWES. The OCIP provides coverage for RTD, the Concessionaire and certain of its subcontractors for: General Liability with limits of liability of no less than $2,000,000 per occurrence and aggregate; Workers Compensation as required by statute; Employers Liability; and an excess or Umbrella policy. RTD shall also procure coverage for Builder's Risk, Pollution Liability and, if necessary, Railroad Protective Liability, each with limits of liability not less than $1,000,000 per occurrence and aggregate. The

City, its officers and employees shall be named an additional insured on the OCIP General Liability policy to cover the RTD Contractors whenever present upon property owned or controlled by the City. OCIP insurance coverage shall satisfy any insurances required under the Sanitary Sewer or Staging Areas temporary construction easements. RTD shall provide certificates of insurance to the City prior to commencement of construction on NWES within City limits.

16.2 City Insurance.

a. The City shall maintain (and/or require any City Contractors performing construction activities hereunder to maintain): (a) Commercial General Liability (Bodily Injury and Property Damage) insurance with limits of liability of not less than $1,000,000 per occurrence and aggregate, including Product and Completed Operations Liability Insurance (or the equivalent, if in a policy form reasonably acceptable to RTD); (b) automobile liability insurance covering owned, non-owned and hired automobiles in an amount not less than $1,000,000; and (c) Workers' Compensation insurance as required by Law. The City shall cause RTD, its governing body, and its respective officers, employees and authorized agents to be named as additional insured on the general liability insurance.

b. The City shall also maintain (and/or cause any City Contractors performing design activities to maintain) professional liability coverage for design professionals in a form reasonably acceptable to RTD and with limits of liability not less than $1,000,000 per occurrence and aggregate.

c. Where the City or the City Contractors are required to obtain insurance under (a) and (b) of Section 16.2 of this IGA, Owner shall cause a certificate (or certificates) evidencing the insurance required to be delivered to RTD as a condition precedent to commencement of work on the City Project by the City and by every party required to provide such insurance, and shall cause such insurance to be maintained in full force and effect until the City Project is completed. Each certificate shall be endorsed to provide RTD with 60 days' prior written notice of cancellation of the insurance coverage relating thereto. If requested by RTD from time to time, the City shall provide RTD with verification by a properly qualified representative of the insurer that the City's and/or the City's Contractors' insurance complies with this paragraph and shall cause all other parties required to provide insurance pursuant to this paragraph to do the same. All City Contractors shall be required to have commercial insurance from a provider with a Best's A- rating.

d. Without in any way limiting any applicable indemnification under Article 16, the City shall have the right to comply with and satisfy any or all of its insurance obligations under this IGA in lieu of obtaining the applicable insurance policy(ies) by notifying RTD of the City's election to be self-insured as to the applicable insurance coverage. The same coverages and limitations prescribed by Section 16.2 shall apply. If requested by RTD at any time, the City shall provide RTD with a letter of such self-insurance in a form reasonably acceptable to RTD.

17. MISCELLANEOUS.

17.1 Merger. This IGA represents the entire agreement between the Parties with respect to the subject matter hereof and all prior agreements, understandings or negotiations with

respect to the subject matter of this IGA shall be deemed merged herein. No representations, warranties, promises or agreements, express or implied, shall exist between the Parties, except as stated herein.

17.2 Amendment. No amendment to this IGA shall be made or deemed to have been made unless in writing duly executed and delivered by the Party to be bound thereby.

17.3 Governing Law. This IGA shall be interpreted and enforced according to the Laws of the State of Colorado, the ordinances of the City, the applicable provisions of federal Law, and the applicable rules and regulations promulgated under any of them. Venue for any action hereunder shall be in Adams County District Court, Brighton, Colorado.

17.4 Term and Termination. This IGA shall commence on the Effective Date and shall remain in effect until terminated (a) in writing by the Parties, (b) by court order, or (c) automatically on December 31, 2044. All provisions of this IGA that provide rights or create responsibilities for the Parties after termination shall survive termination of this IGA.

17.5 Authority. The Parties represent that each has taken all actions that are necessary or that are required by its procedures, bylaws, or applicable Law to legally authorize the undersigned signatories to execute this IGA on behalf of the Parties.

17.6 Severability. To the extent that this IGA may be executed and performance of the obligations of the Parties may be accomplished within the intent of the IGA, the terms of the IGA are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other terms or provision hereof.

17.7 Waiver. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon a subsequent breach.

17.8 No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this IGA, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this IGA shall give or allow any such claim or right of action by any other or third person under this IGA. It is the express intention of the Parties to this IGA that any person or entity other than the Parties receiving services or benefits under this IGA be deemed an incidental beneficiary only.

17.9 Changes in Law. This IGA is subject to such modifications as may be required by changes in city, state or federal Law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this IGA on the effective date of such change as if fully set forth herein.

17.10 Independent Contractors. The Parties hereto are independent contractors and not partners or joint venturers of one another.

17.11 Charges and Penalties. The City shall not pay or be liable for any claimed interest, late charges, fees, or penalties of any nature, except as required by this IGA.

17.12 Paragraph Headings. The captions and headings set forth in this IGA are for convenience of reference only and shall not be construed so as to define or limit its terms and provisions.

17.13 Counterparts. This IGA may be executed in counterparts. Signatures on separate originals shall constitute and be of the same effect as signatures on the same original. Electronic and faxed signatures shall constitute original signatures.

(signature page to follow)

DRAFT

IN WITNESS WHEREOF, the City and RTD have executed, through their respective lawfully empowered representatives, this IGA as of the day and year above written.

ATTEST:

By: _____
City Clerk

CITY OF WESTMINSTER

By: _____
J. Brent McFall
City Manager, City of Westminster

APPROVED AS TO LEGAL FORM FOR WESTMINSTER:

By: _____
Martin R. McCullough
City Attorney

APPROVED AS TO LEGAL FORM FOR RTD:

By: _____
Jenny C. Barket
Associate General Counsel

REGIONAL TRANSPORTATION DISTRICT

By: _____
Phillip A. Washington
General Manager

Exhibit G

STATION INTERFACE MATRIX

RTD, CITY AND CONCESSIONAIRE DESIGN AND CONSTRUCTION RESPONSIBILITIES

The Parties shall perform, and RTD shall ensure that DTP performs, the design and construction responsibilities assigned to each of them on this Exhibit G, in all cases in accordance with the terms of the IGA.

The Parking Facility		
Westminster	**RTD**	**DTP**
• Design and construct Parking Facility to consist of surface and/or structured parking and including the RTD Parking • Design and construct so as not to preclude subsequent expansion • Provide infrastructure necessary for the RTD Safety & Security Equipment Coordinate with RTD to incorporate elements of RTD Parking Management Program into design, including: o segregate RTD Parking from all other public or private parking and, to the extent feasible, make contiguous o install and maintain signage advising patrons that RTD Parking is reserved for RTD's transit patrons and designate those spaces by signage[1]	• Coordinate with the City to incorporate elements of RTD Parking Management Program into design • Review and approve design plans and proposed signage • Install RTD Safety & Security Equipment • Inspect and accept RTD Parking construction	None

[1] Signage requirements shall be subject to the Parking License.

• Perform corrective work through warranty period		
Permanent Bus Facilities		
Westminster	**RTD**	**DTP**
• Obtain RTD approval of Permanent Bus Facilities design plans and specifications and DTP approval of Permanent Bus Facilities design plans and specifications for operation and maintenance purposes • Construct Permanent Bus Facilities, excluding Bus Facilities Transit Amenities; **provided**, if the City elects to implement the Interim Bus Facilities, the City will implement the Bus Facilities Transit Amenities at the Permanent Bus Facilities location when constructed • Set location of and install foundation pads for Bus Facilities Transit Amenities • Install utility taps and service lines for the Bus Facilities Transit Amenities • Provide infrastructure necessary for any RTD Safety & Security Equipment • Perform corrective work through warranty period	• Review and approve Permanent Bus Facilities design plans and specifications, including location of Bus Facilities Transit Amenities • Inspect and accept foundation pad construction and provide notice to proceed to DTP for installation of the Bus Facilities Transit Amenities • Inspect and accept Permanent Bus Facilities construction for compliance with RTD Design Requirements	• Review and approve Permanent Bus Facilities Design plans and specifications for operation and maintenance purposes • Provide and install Bus Facilities Transit Amenities; **provided,** if the City elects to implement the Interim Bus Facilities, DTP will provide the Bus Facilities Transit Amenities for the Interim Bus Facilities and not for the Permanent Bus Facilities • Inspect and accept Bus Facilities construction for installation of Bus Facilities Transit Amenities and operation and maintenance purposes
Interim Bus Facilities[2]		

[2] Applicable only if the City elects to implement the Interim Bus Facilities under Section 3.2.b (*Interim Bus Facilities*) of the IGA.

Westminster	RTD	DTP
• Obtain RTD approval of Interim Bus Facilities design plans and specifications and DTP approval of Interim Bus Facilities design plans and specifications for snow removal purposes • Construct Interim Bus Facilities, including driver relief kiosk, but excluding Bus Facilities Transit Amenities • Set location of and install foundation pads for Bus Facilities Transit Amenities • Install utility taps and service lines for the Bus Facilities Transit Amenities • Perform corrective work through warranty period	• Review and approve Interim Bus Facilities design plans and specifications, including location of Bus Facilities Transit Amenities • Inspect and accept foundation pad construction and provide notice to proceed to DTP for installation of the Bus Facilities Transit Amenities • Inspect and accept Interim Bus Facilities construction for compliance with RTD Design Requirements	• Review and approve Interim Bus Facilities Design plans and specifications for operation and maintenance purposes • Provide and install Bus Facilities Transit Amenities • Inspect and accept Interim Bus Facilities construction for installation of Bus Facilities Transit Amenities and snow removal purposes

North Plaza and Pedestrian Underpass Interface

Westminster	RTD	DTP
• Approve Pedestrian Underpass Interface design plans • Coordinate with RTD and DTP to identify any Pedestrian Underpass Interface Betterments • Obtain RTD approval of North Plaza design plans and specifications • Obtain RTD approval of design plans and specifications for the Retaining Wall for (i) compatibility of Retaining Wall with implementation of Associated Infrastructure and any other NWES Project infrastructure and (ii) sufficiency in	• Review and approve North Plaza design plans and specifications • Install the RTD Safety & Security Equipment • Coordinate with the City and DTP to identify any Pedestrian Underpass Interface Betterments • Inspect and accept construction of North Plaza for compliance with RTD Design Requirements	• Demolish & remove existing building and associated infrastructure on the North Plaza Property; clear site and abandon utilities serving the building • Design Pedestrian Underpass Interface • Coordinate with RTD and the City to identify any Pedestrian Underpass Interface Betterments • Obtain City approval of Pedestrian Underpass Interface design plans • Construct Pedestrian Underpass Interface in accordance with approved

allowing the grade difference between the BNSF right-of-way and the North Plaza • Obtain BNSF approval of design plans and specifications for the Retaining Wall, as necessary • Obtain DTP comment on design plans and specifications for North Plaza elements for snow removal purposes • Construct North Plaza and Retaining Wall in accordance with approved issued for construction plans • Obtain RTD acceptance of the Retaining Wall construction for compliance with approved issued for construction plans for the Retaining Wall • Obtain BNSF acceptance of construction of the Retaining Wall, as necessary Perform corrective work through warranty period		issued for construction plans • Review and comment on design plans and specifications for the Retaining Wall for (i) compatibility of Retaining Wall with implementation of Associated Infrastructure and any other NWES Project infrastructure and (ii) sufficiency in allowing the grade difference between the BNSF right-of-way and the North Plaza • Review and comment on design plans and specifications for North Plaza elements for purposes of snow removal • Inspect and accept North Plaza construction for installation of Plaza Transit Amenities (excluding Fare Collection Equipment) • Inspect and accept Retaining Wall construction for compliance with approved issued for construction plans for the Retaining Wall
• Set location of and install foundation pads for the Plaza Transit Amenities • Install power conduits for the Plaza Transit Amenities and the RTD Safety & Security Equipment • Perform corrective work through warranty period	• Review and approve locations for the Plaza Transit Amenities • Inspect and accept foundation pad construction and provide notice to proceed to DTP for installation of the Plaza Transit Amenities (excluding Fare Collection Equipment) • Provide and install Fare Collection Equipment	• Provide and install the Plaza Transit Amenities (excluding Fare Collection Equipment) in accordance with approved issued for construction plans for the North Plaza • Install power cables, junction boxes and protective devices for the Plaza Transit Amenities and the RTD Safety & Security Equipment in the conduits supplied by the City

Associated Infrastructure		
Westminster	**RTD**	**DTP**
Traffic Improvements		
• Design and construct Traffic Improvements • Coordinate with RTD and CDOT to determine whether Traffic Mitigations should be modified or adjusted • Perform Traffic Mitigations as may be modified by coordination efforts with CDOT and RTD	Coordinate with the City and CDOT on Traffic Mitigations	None
Communications Manhole, conduit and fiber		
• Provide comments on location of Communications Manhole • Install two four-inch conduits (with pull strings) from the Communications Manhole to RTD Safety & Security Equipment and Fare Collection Equipment • Design and construct all necessary utilities for the Parking Facility, Bus Facilities, North Plaza and Traffic Improvements, including, without limitation, communications conduits (with pull strings), lighting, irrigation, and fire loop	• Install fiber in the conduits from the Platform to the Communications Manhole • Install fiber in conduits from the Communications Manhole to RTD Safety & Security Equipment, the Fare Collection Equipment and the Platform	• Select location of and design and install Communications Manhole to accommodate two four-inch conduits and install these conduits from Communications Manhole to Platform
Water Supply		
• Install a water meter pit, water supply tap and service line to the water meter pit	• None	• Provide service line from water meter pit in the North Plaza to the Platform

Sidewalks, Curb & Gutter, Landscaping, etc.		
• Design and construct sidewalks, curb and gutter, landscaping, stairways and ramps, and erosion control features	• None	• None
Drainage		
• Design City Drainage to interface with NWES Drainage for the City Project • Coordinate with RTD and DTP to identify any NWES Drainage Betterments • Review and approve NWES Drainage design plans • Construct City Drainage in accordance with approved issued for construction plans • Perform corrective work through warranty period on the City Drainage • Inspect and accept NWES Drainage	• Review and comment on City Drainage design plans • Coordinate with RTD and DTP to identify any NWES Drainage Betterments • Implement Change Order to include any NWES Drainage Betterments	• Comment on City Drainage design for interface with NWES Drainage design • Coordinate with RTD and DTP to identify any NWES Drainage Betterments • Obtain BNSF and City approval of NWES Drainage design plans • Design NWES Drainage in accordance with NWES Plans • Construct NWES Drainage and any Betterments, in each case in accordance with approved issued for construction plans • Perform corrective work through warranty period on the NWES Drainage
Sanitary Sewer		
• Review and approve Sanitary Sewer design plans in accordance with the URA • Inspect and accept the Sanitary Sewer relocation in accordance with the URA.	• None	• Design Sanitary Sewer relocation in accordance with the URA • Obtain City approval of Sanitary Sewer relocation design plans • Construct Sanitary Sewer relocation in accordance with the URA • Perform corrective work through warranty period on the Sanitary Sewer relocation

Exhibit I

SOUTH WESTMINSTER STATION MAINTENANCE AND OPERATIONS MATRIX

RTD, CITY AND CONCESSIONAIRE RIGHTS AND RESPONSIBILITIES

The Parking Facility		
Westminster	**RTD**	**DTP**
• Maintain the Parking Facility, including the RTD Parking • Provide security in addition to the RTD Safety and Security as the City may require • Perform capital replacement as necessary to keep equipment and infrastructure (excluding RTD Safety & Security Equipment) in like-new condition, normal wear-and-tear excepted	• Maintain RTD Safety & Security Equipment from the date of RTD's installation thereof • Enforce RTD Parking Management Program as RTD may require	• None
Permanent Bus Facilities		
Westminster	**RTD**	**DTP**
• Maintain, or cause to be maintained, the Bus Facilities Property until the date that RTD notifies the City that the Permanent Bus Facilities construction has been accepted	• Maintain the Permanent Bus Facilities and the Bus Facilities Transit Amenities until the date that DTP takes possession • Maintain and perform capital replacement of the Fare Collection Equipment and RTD Safety & Security Equipment from the date of RTD's installation thereof • Maintain and perform capital	• Maintain and perform capital replacement of the Permanent Bus Facilities and Bus Facilities Transit Amenities from the date that DTP takes possession as required by and in accordance with the Concession Agreement

	replacement of the Permanent Bus Facilities from the End Date of the Concession Agreement for the term of the RTD Easement	
Interim Bus Facilities[1]		
Westminster	**RTD**	**DTP**
• Maintain and perform capital replacement of the Interim Bus Facilities (excluding the Bus Facilities Transit Amenities), including snow removal within the limits shown on Exhibit I-A	• Perform snow removal of sidewalks within the limits shown on Exhibit I-A from the effective date of the RTD Easement for the Interim Bus Facilities until the date that DTP takes possession • Maintain and perform capital replacement of the Bus Facilities Transit Amenities, Fare Collection Equipment and RTD Safety & Security Equipment from the date of RTD's installation thereof until implementation of the Permanent Bus Facilities	• Perform snow removal of sidewalks in accordance with the terms of the Concession Agreement within the limits shown on Exhibit I-A from the time that DTP takes possession
North Plaza		
Westminster	**RTD**	**DTP**
• During design and construction, of the City Project maintain the Plaza Property in accordance with the temporary construction easement (or North Plaza Easement, as applicable) for the North Plaza • Operate, maintain and perform capital maintenance of the North Plaza and	• Subject to the North Plaza Easement, own and maintain the Plaza Property from the date that RTD acquires title thereto (subject to any Westminster temporary or permanent easements) until the date that DTP takes possession • Maintain and perform capital replacement of Fare Collection Equipment	• Maintain the Plaza Property (excluding the North Plaza Easement that is the subject of Westminster temporary or permanent easements) from the date that DTP takes possession as required by and in accordance with the Concession Agreement • Maintain and perform capital

[1] Applicable only if the City elects to implement the Interim Bus Facilities under Section 3.2.b (*Interim Bus Facilities*) of the IGA.

maintain the North Plaza Easement from effective date of the easement until release of the easement (if applicable)	and RTD Safety & Security Equipment from the date of RTD's installation thereof	replacement of the Plaza Transit Amenities (excluding the RTD Fare Collection Equipment) • Perform snow removal of sidewalks in accordance with the terms of the Concession Agreement within the limits shown on Exhibit I-A
Associated Infrastructure		
Westminster	**RTD**	**DTP**
Traffic Improvements		
• Own, operate, maintain and perform capital replacement of the Traffic Improvements (or use best efforts ensure that CDOT owns, operates, maintains and performs capital replacement of same); **provided**, the City shall not be required to maintain or perform capital replacement of any Traffic Improvements associated with the Permanent Bus Facilities installed within the RTD Easement boundaries	• Maintain and perform capital replacement of any Traffic Improvements associated with the Permanent Bus Facilities within the RTD Easement	• None
Drainage		
• Own, operate, maintain and perform capital maintenance of the City Drainage	• Ensure that BNSF maintains the NWES Drainage	• None
Sanitary Sewer		
• Own and maintain the Sanitary Sewer Parcels from the date that the Sanitary Sewer relocation is accepted by the City • Own, operate, maintain and perform capital replacement of the relocated	• None	• None

Sanitary Sewer from the date of the City's acceptance of the Sanitary Sewer relocation in accordance with the URA		
Communications Manhole, conduit and fiber		
• None	• Maintain and perform capital replacement of the communications fiber installed between the Platform and the Communications Manhole and between the Communications Manhole and the RTD Safety & Security Equipment and Fare Collection Equipment	• Maintain and perform capital replacement of two four-inch conduits from the Communications Manhole to the RTD Safety & Security Equipment, Fare Collection Equipment and the Platform
Water Supply		
• Maintain and perform capital replacement of water meter pit, water supply tap and service line to the water meter pit	• None	• Maintain and perform capital replacement of the service line from the water meter pit in the North Plaza to the Platform
Sidewalks, Curb & Gutter, Landscaping, etc.		
• Maintain and perform capital replacement of sidewalks, curb and gutter, landscaping, stairways and ramps, erosion control features and infrastructure necessary for the RTD Safety & Security Equipment from the date that each such item is accepted by the relevant Party	• None	• Perform snow removal on pedestrian walkways from the Pedestrian Underpass to the Parking Facility, Bus Facilities and adjacent public rights of way as depicted in Exhibit IA
PLATFORM PARCELS		
• Maintain the Platform Parcels until the date upon which RTD takes title	• Maintain the Platform Parcels from the date upon which RTD takes title to the Platform Parcels until the date that DTP takes possession of the Platform Parcels	• Maintain the Platform Parcels from the date that DTP takes possession as required by and in accordance with the Concession Agreement

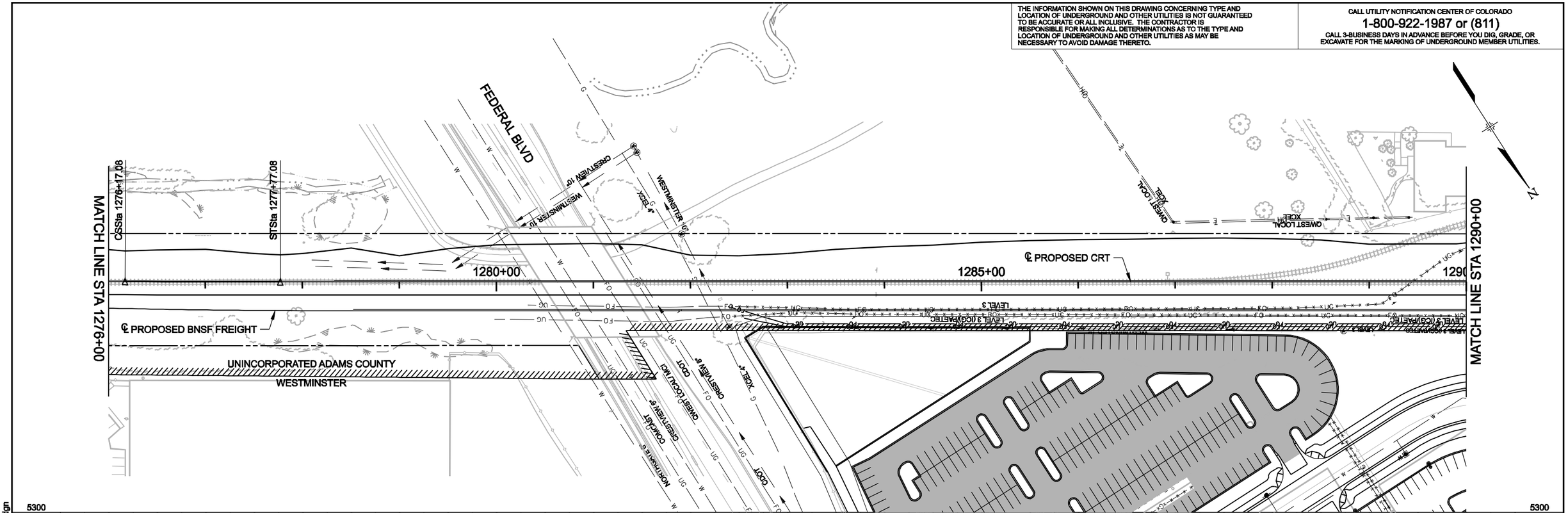
		• Maintain and perform capital replacement of the Platform (including ramps and stairs) as required by and in accordance with the Concession Agreement
PEDESTRIAN UNDERPASS AND PEDESTRIAN UNDERPASS INTERFACE		
• None	• Maintain the property upon which the Pedestrian Underpass and Pedestrian Underpass Interface are to be implemented from the date upon which RTD takes possession until the date upon which DTP takes possession of such property	• Maintain the property upon which the Pedestrian Underpass and Pedestrian Underpass Interface are to be implemented from the date upon which DTP takes possession of such property as required by and in accordance with the Concession Agreement • Maintain and perform capital replacement of the Pedestrian Underpass and Pedestrian Underpass Interface as required by and in accordance with the Concession Agreement
LITTLE DRY CREEK PARK		
• Own, operate, maintain and perform capital replacement of the Little Dry Creek Park and appurtenances	• None	• None

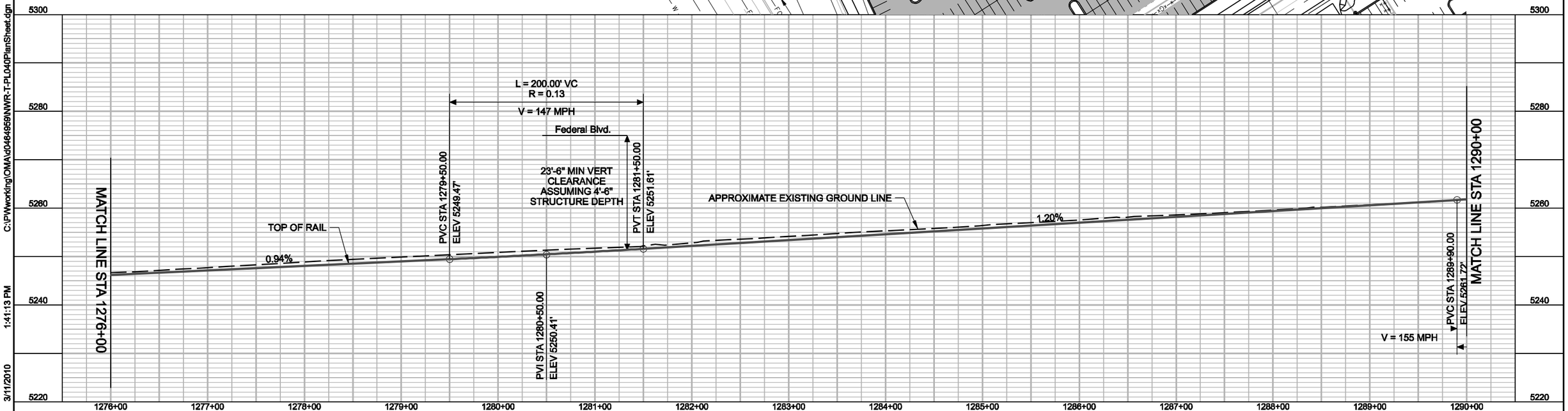
EXHIBIT A

Base Plan

THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING ALL DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

CALL UTILITY NOTIFICATION CENTER OF COLORADO
1-800-922-1987 or (811)
CALL 3-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.





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NO.	REVISIONS	BY	DATE

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DRAWN BY: BEG DATE: 12-10-09
CHECKED BY: JCM DATE: 1-04-10
TWG LEAD: JCM DATE: 1-04-10
HORZ. SCALE: 1"=50'
VERT. SCALE: 1"=10'
For HALF SIZE Double The Scale
0 50 100 150

DENVER TRANSIT PARTNERS

PROPOSAL SUBMITTAL

RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

NORTHWEST RAIL ELECTRIFIED SEGMENT TRACK

PLAN AND PROFILE
STA. 1276+00 TO 1290+00

SHEET REFERENCE NUMBER:
T-040

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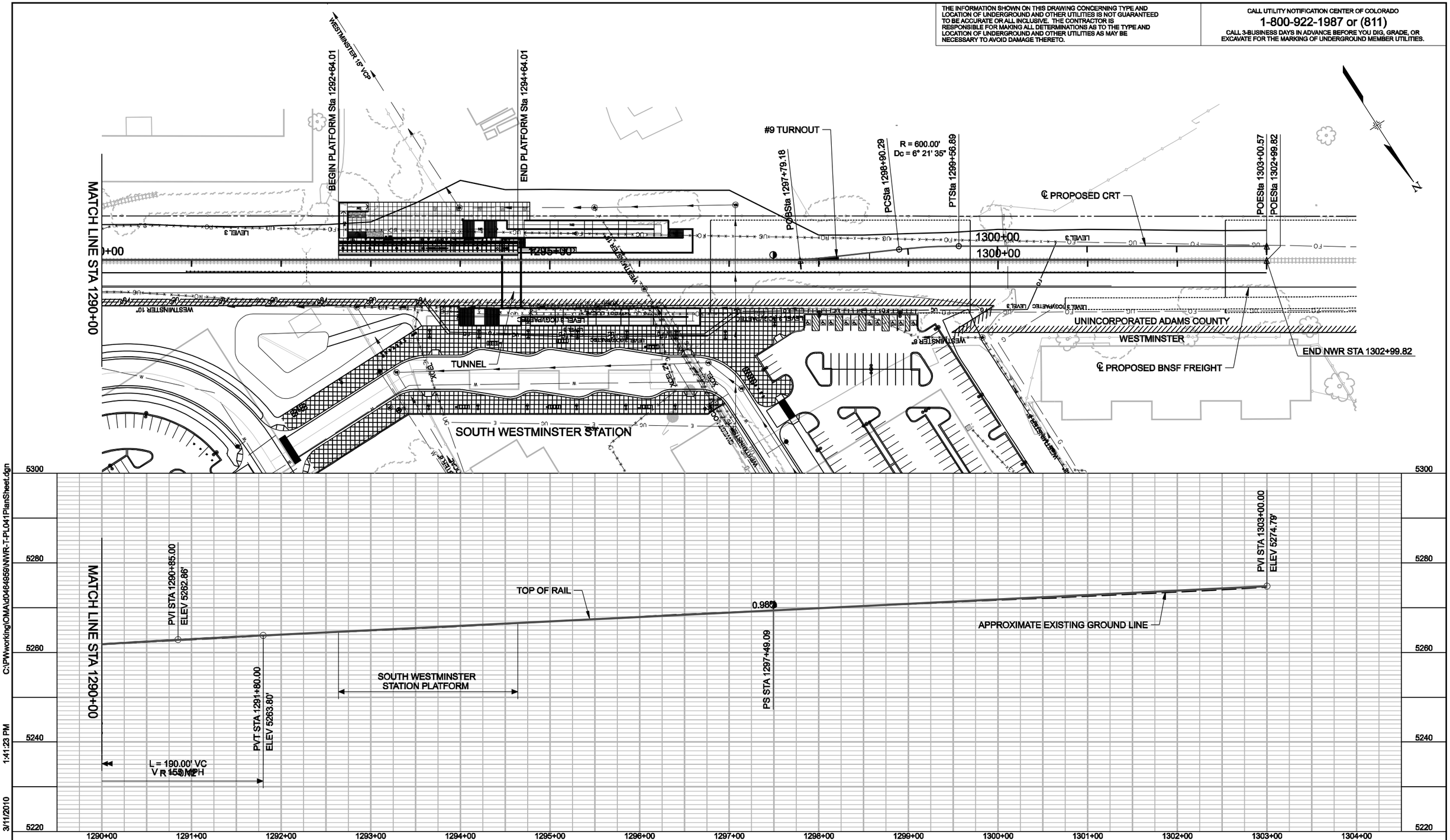
CALL 3-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.



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VERT. SCALE: 1"=10'
For HALF SIZE Double The Scale

0 50 100 150

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PROPOSAL SUBMITTAL

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1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-8990

NORTHWEST RAIL ELECTRIFIED SEGMENT TRACK

PLAN AND PROFILE
STA. 1290+00 TO STA. 1302+99.82

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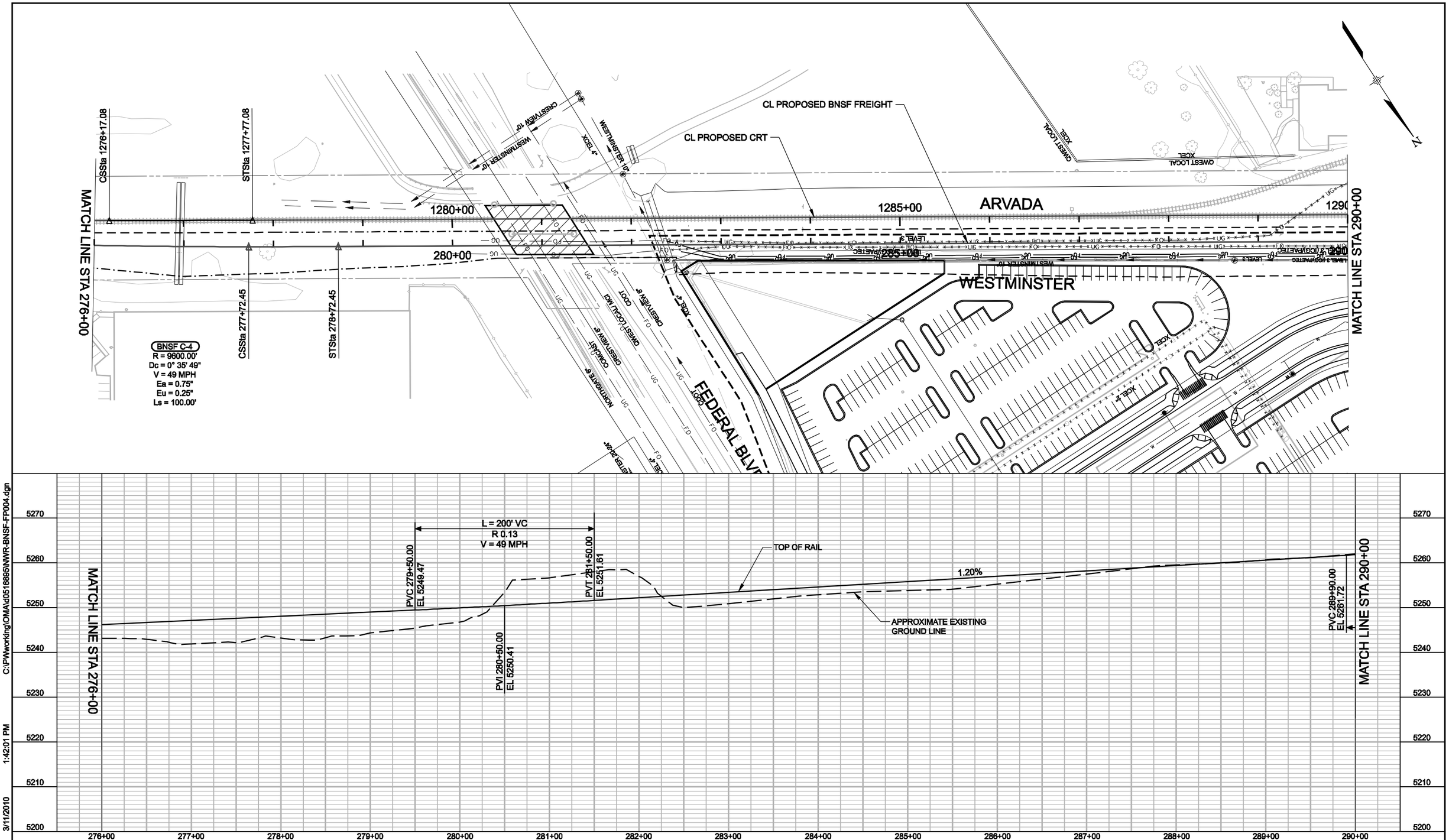

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APPROVED BY: JW DATE: 01-05-10

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VERT. SCALE: 1"=20'
For HALF SIZE Double The Scale
0 50 100 150

PROPOSAL SUBMITTAL

RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

NORTHWEST RAIL ELECTRIFIED SEGMENT
BNSF TRACK

STA. 276+00 TO 290+00
PLAN & PROFILE

SHEET REFERENCE NUMBER:
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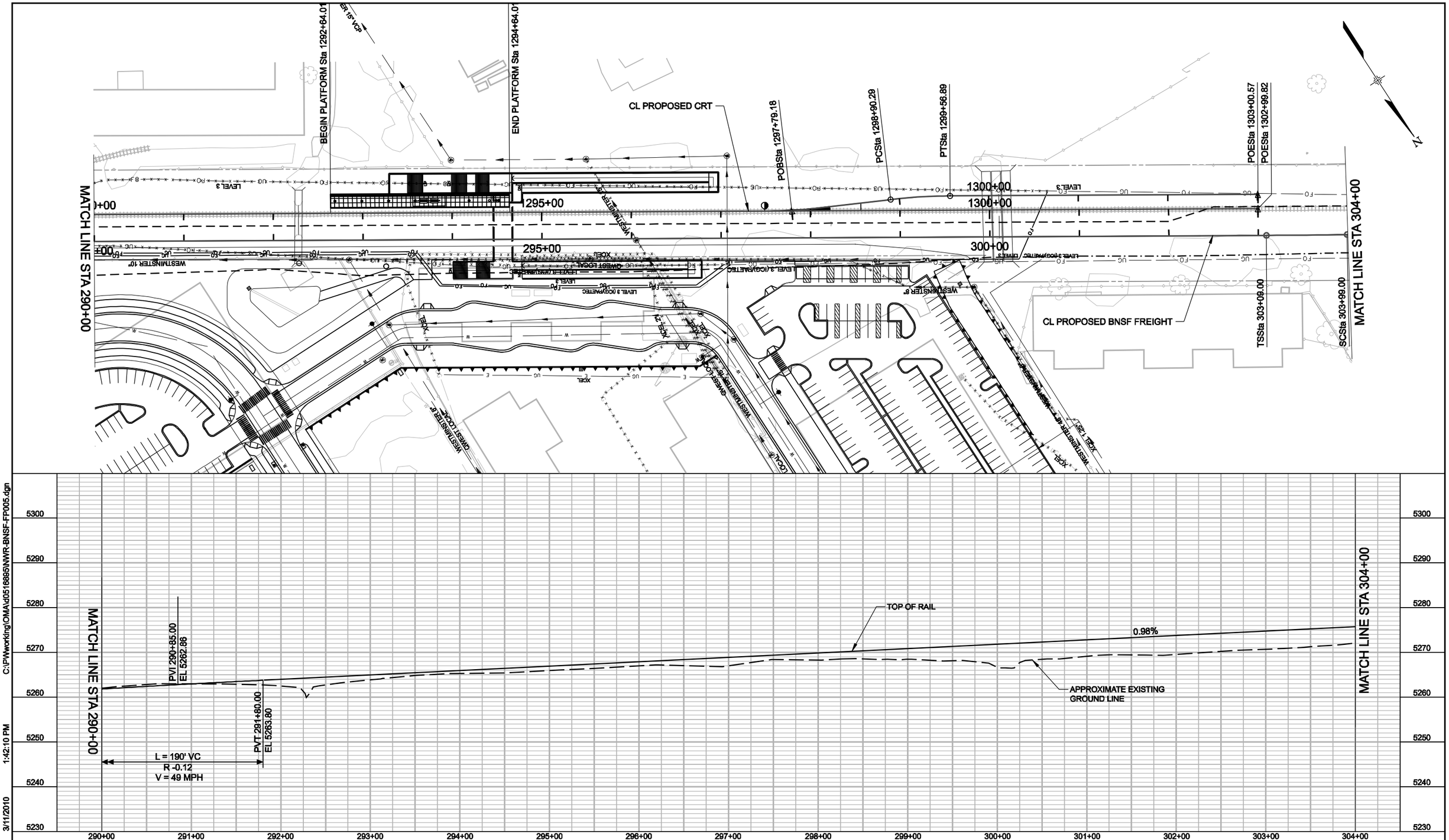

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DENVER TRANSIT PARTNERS

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PROPOSAL SUBMITTAL

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DENVER, COLORADO 80202
(303) 299-6990

NORTHWEST RAIL ELECTRIFIED SEGMENT BNSF TRACK

STA. 290+00 TO 304+00 PLAN & PROFILE

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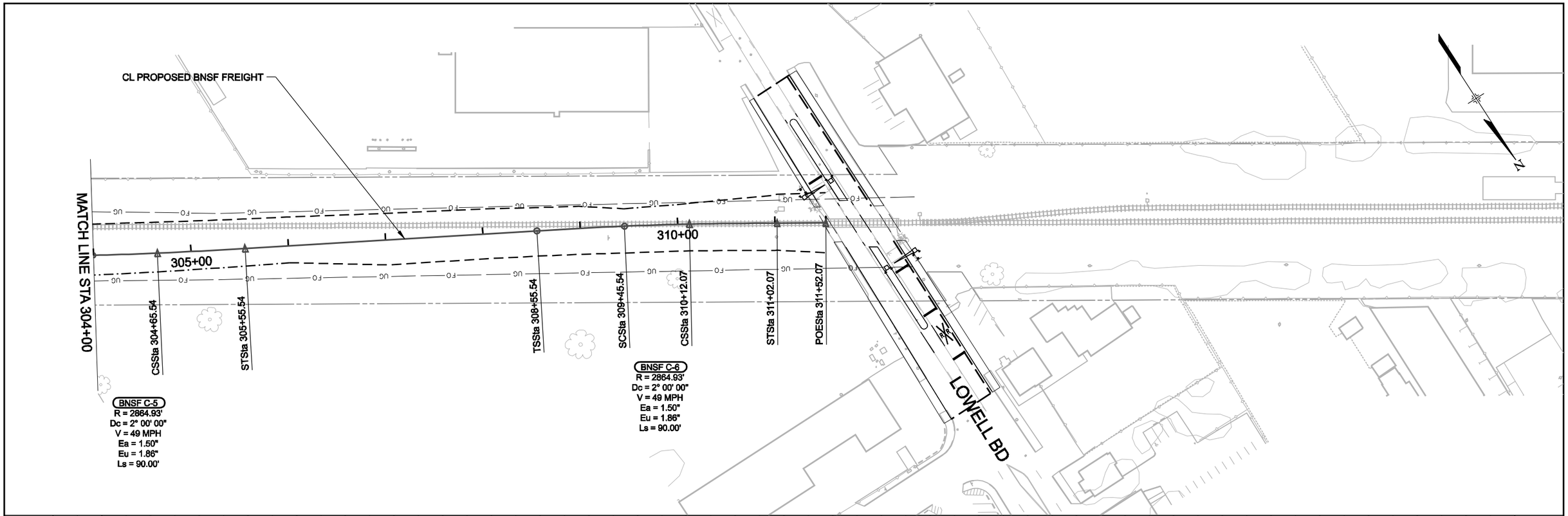

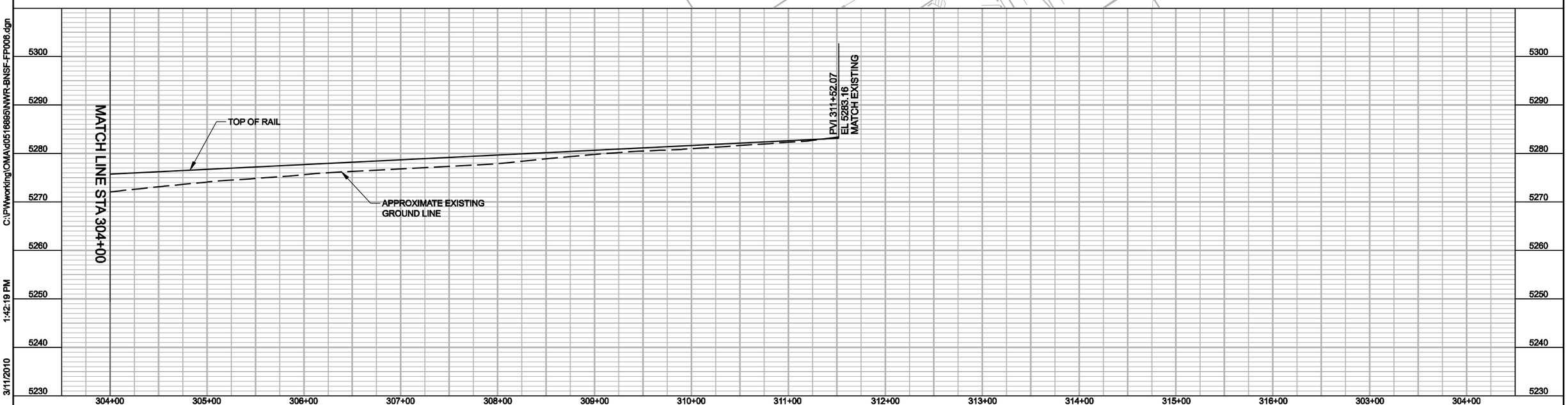

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NO.	REVISIONS	BY	DATE

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DRAWN BY: AHQ DATE: 01-05-10
CHECKED BY: KMS DATE: 01-05-10
APPROVED BY: JW DATE: 01-05-10

DENVER TRANSIT PARTNERS

HORZ. SCALE: 1"=100'
VERT. SCALE: 1"=20'
For HALF SIZE Double The Scale
0 50 100 150

PROPOSAL SUBMITTAL

RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

NORTHWEST RAIL ELECTRIFIED SEGMENT
BNSF TRACK

STA. 304+00 TO 311+52.07
PLAN & PROFILE

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FP-006

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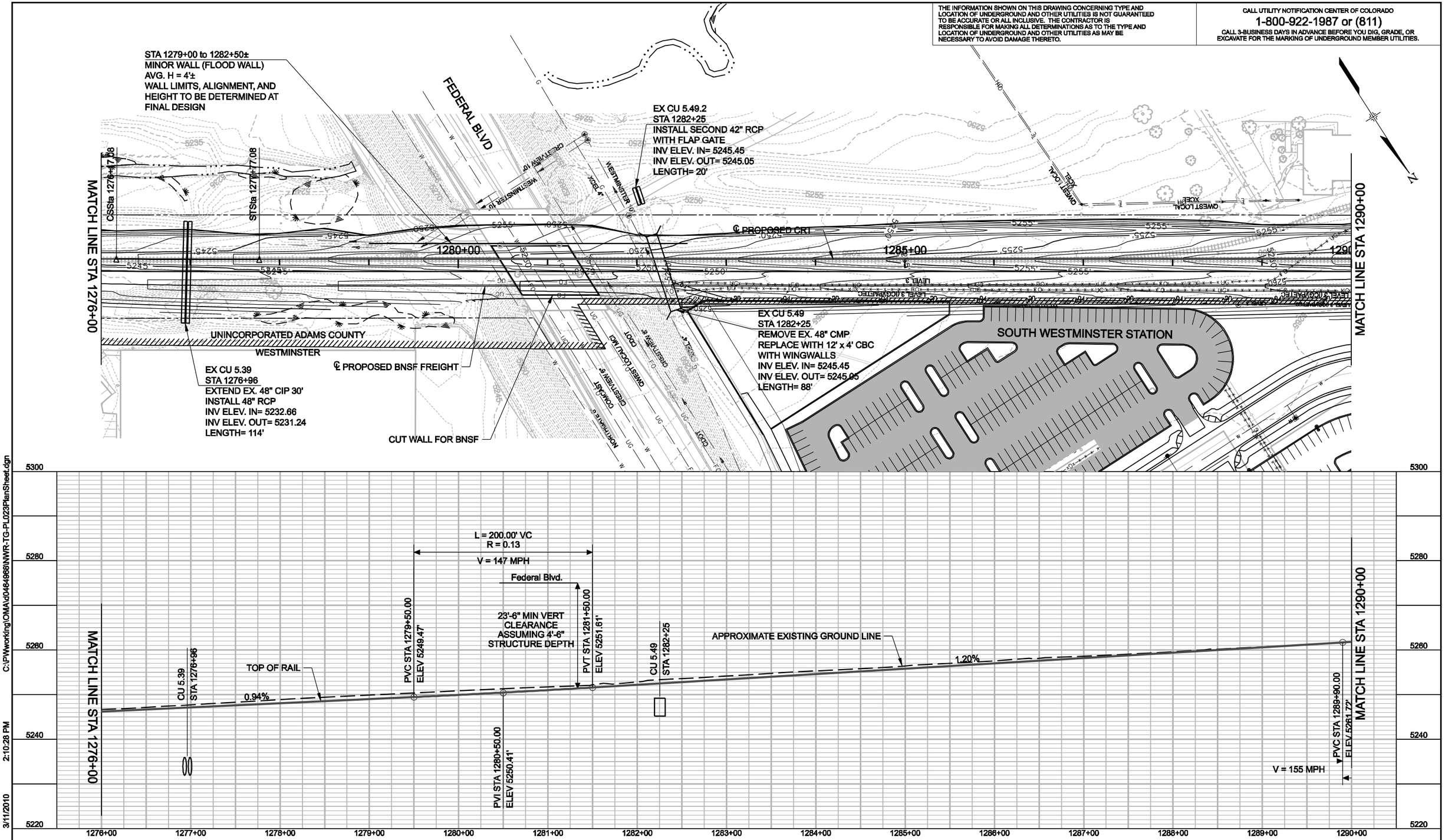

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DENVER TRANSIT PARTNERS

PROPOSAL SUBMITTAL

RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

NORTHWEST RAIL ELECTRIFIED SEGMENT GRADING AND DRAINAGE

PLAN AND PROFILE STA. 1276+00 TO 1290+00

SHEET REFERENCE NUMBER: TG-023

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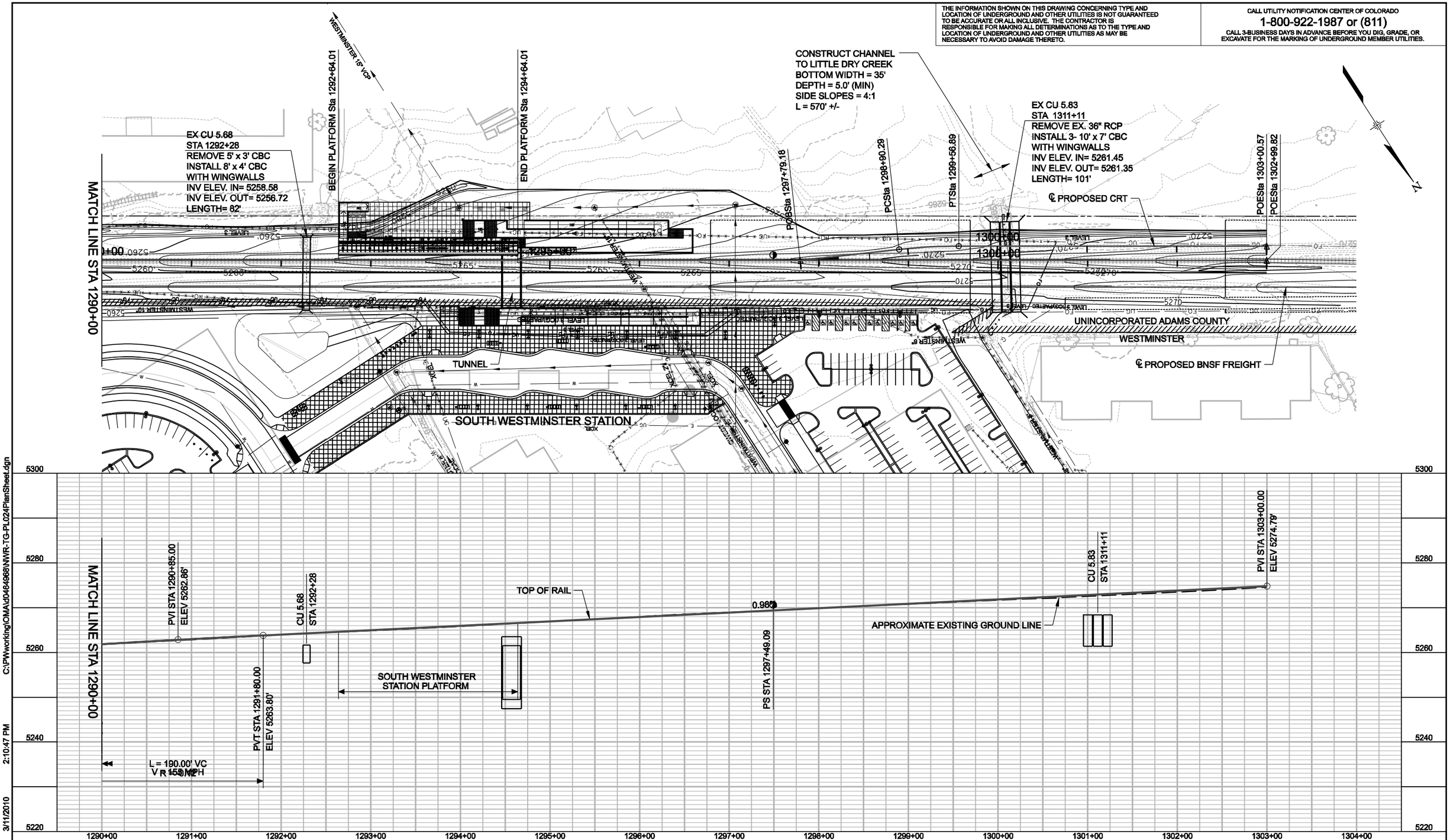
THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING ALL DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

CALL UTILITY NOTIFICATION CENTER OF COLORADO
1-800-922-1987 or (811)
CALL 3-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.



NO.	REVISIONS	BY	DATE

REVIEWED BY: EJH DATE: 12-08-09
DRAWN BY: BEG DATE: 12-10-09
CHECKED BY: JCM DATE: 1-04-10
TWG LEAD: JCM DATE: 1-04-10

DENVER TRANSIT PARTNERS

HORZ. SCALE: 1"=50'
VERT. SCALE: 1"=10'
For HALF SIZE Double The Scale
0 50 100 150

PROPOSAL SUBMITTAL

RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-8990

NORTHWEST RAIL ELECTRIFIED SEGMENT GRADING AND DRAINAGE

PLAN AND PROFILE
STA. 1290+00 TO STA. 1302+99.82

SHEET REFERENCE NUMBER:
TG-024

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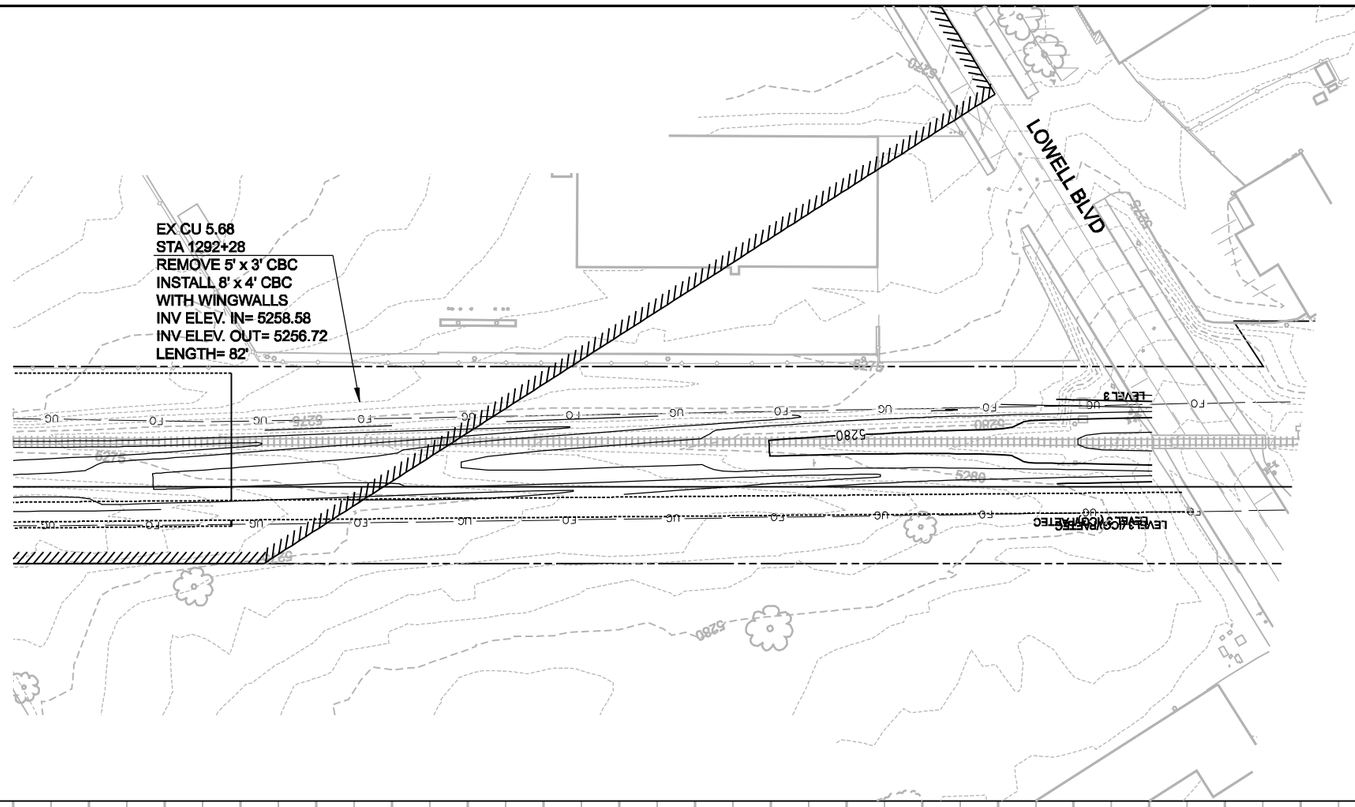
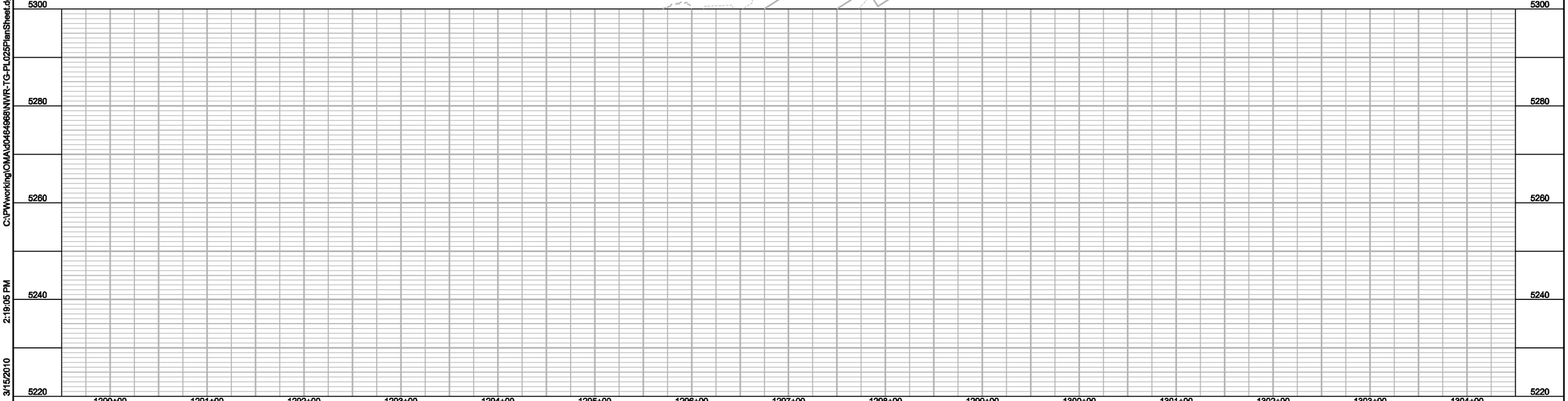
2:10:47 PM
3/11/2010
USER: dmartine

THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING ALL DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

CALL UTILITY NOTIFICATION CENTER OF COLORADO
1-800-922-1987 or (811)
CALL 3-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.





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NO.	REVISIONS	BY	DATE

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DRAWN BY: BEG DATE: 12-10-09
CHECKED BY: JCM DATE: 1-04-10
TWG LEAD: JCM DATE: 1-04-10
HORZ. SCALE: 1"=50' VERT. SCALE: 1"=10'
For HALF SIZE Double The Scale
0 50 100 150

DENVER TRANSIT PARTNERS

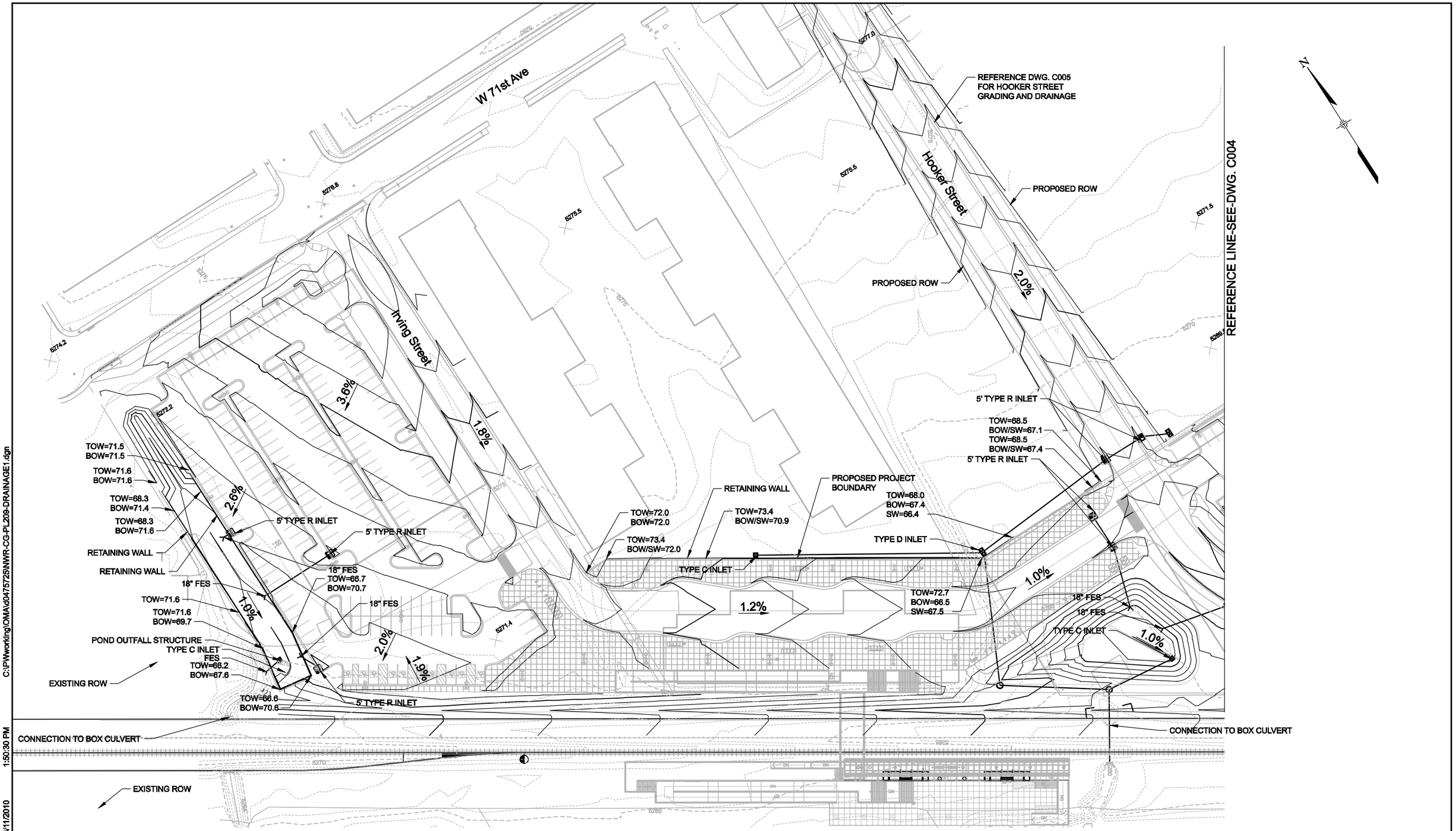
PROPOSAL SUBMITTAL

RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

NORTHWEST RAIL ELECTRIFIED SEGMENT GRADING AND DRAINAGE

PLAN AND PROFILE

SHEET REFERENCE NUMBER: TG-025



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1:50:30 PM

3/11/2010

USER: dmartine

NO.	REVISIONS	BY	DATE

REVIEWED BY: LDL DATE: 12-15-09
DRAWN BY: LDL DATE: 12-15-09
CHECKED BY: JCM DATE: 12-23-09
TWG LEAD: JCM DATE: 12-23-09

DENVER TRANSIT PARTNERS

HORZ. SCALE: 1"=40'
VERT. SCALE: N/A
For HALF SIZE Double The Scale
0 40 80 120

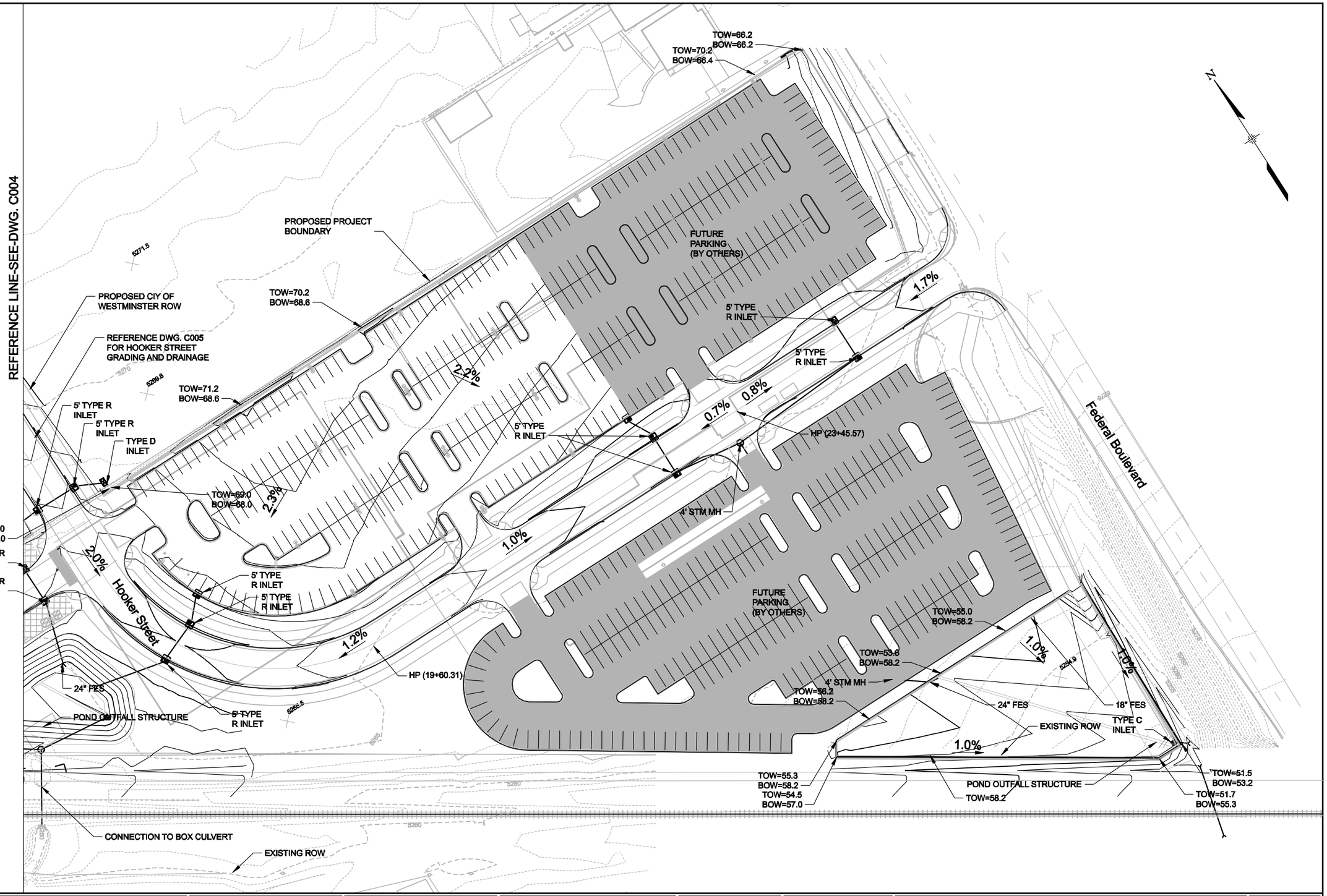
PROPOSAL SUBMITTAL

RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6960

NORTHWEST RAIL ELECTRIFIED SEGMENT SOUTH WESTMINSTER

GRADING AND DRAINAGE PLAN I

SHEET REFERENCE NUMBER:
CG-209



NO.	REVISIONS	BY	DATE

REVIEWED BY: LDL DATE: 12-15-09
DRAWN BY: LDL DATE: 12-15-09
CHECKED BY: JCM DATE: 12-23-09
TWG LEAD: JCM DATE: 12-23-09

DENVER TRANSIT PARTNERS

HORZ. SCALE: 1"=40'
VERT. SCALE: N/A
For HALF SIZE Double The Scale
0 40 80 120

PROPOSAL SUBMITTAL

RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

NORTHWEST RAIL ELECTRIFIED SEGMENT SOUTH WESTMINSTER

GRADING AND DRAINAGE PLAN II

SHEET REFERENCE NUMBER:
CG-210

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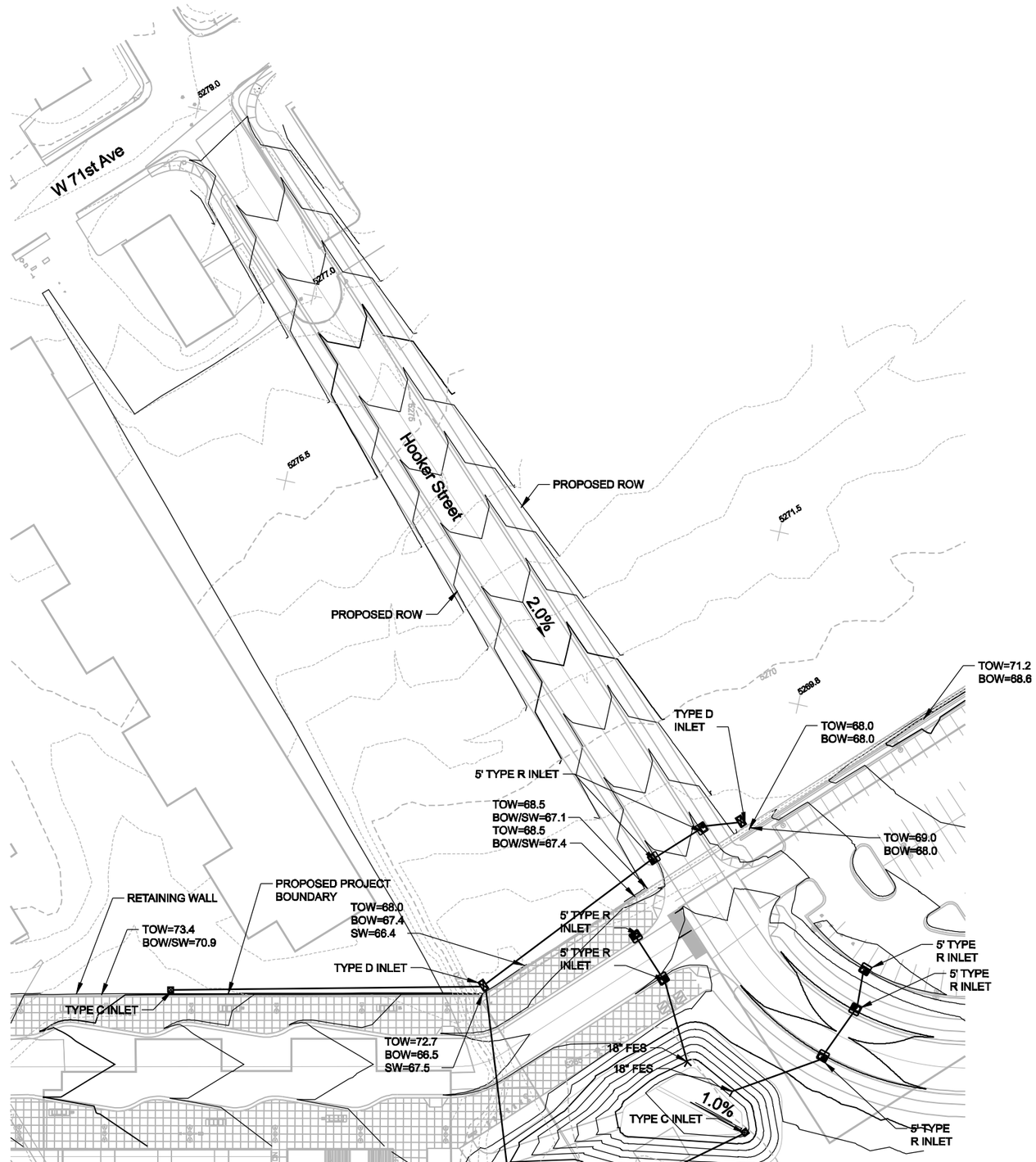

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NO.	REVISIONS	BY	DATE

REVIEWED BY: LDL DATE: 12-15-09
DRAWN BY: LDL DATE: 12-15-09
CHECKED BY: JCM DATE: 12-23-09
TWG LEAD: JCM DATE: 12-23-09

DENVER TRANSIT PARTNERS

HORZ. SCALE: 1"=40'
VERT. SCALE: N/A
For HALF SIZE Double The Scale

0 40 80 120

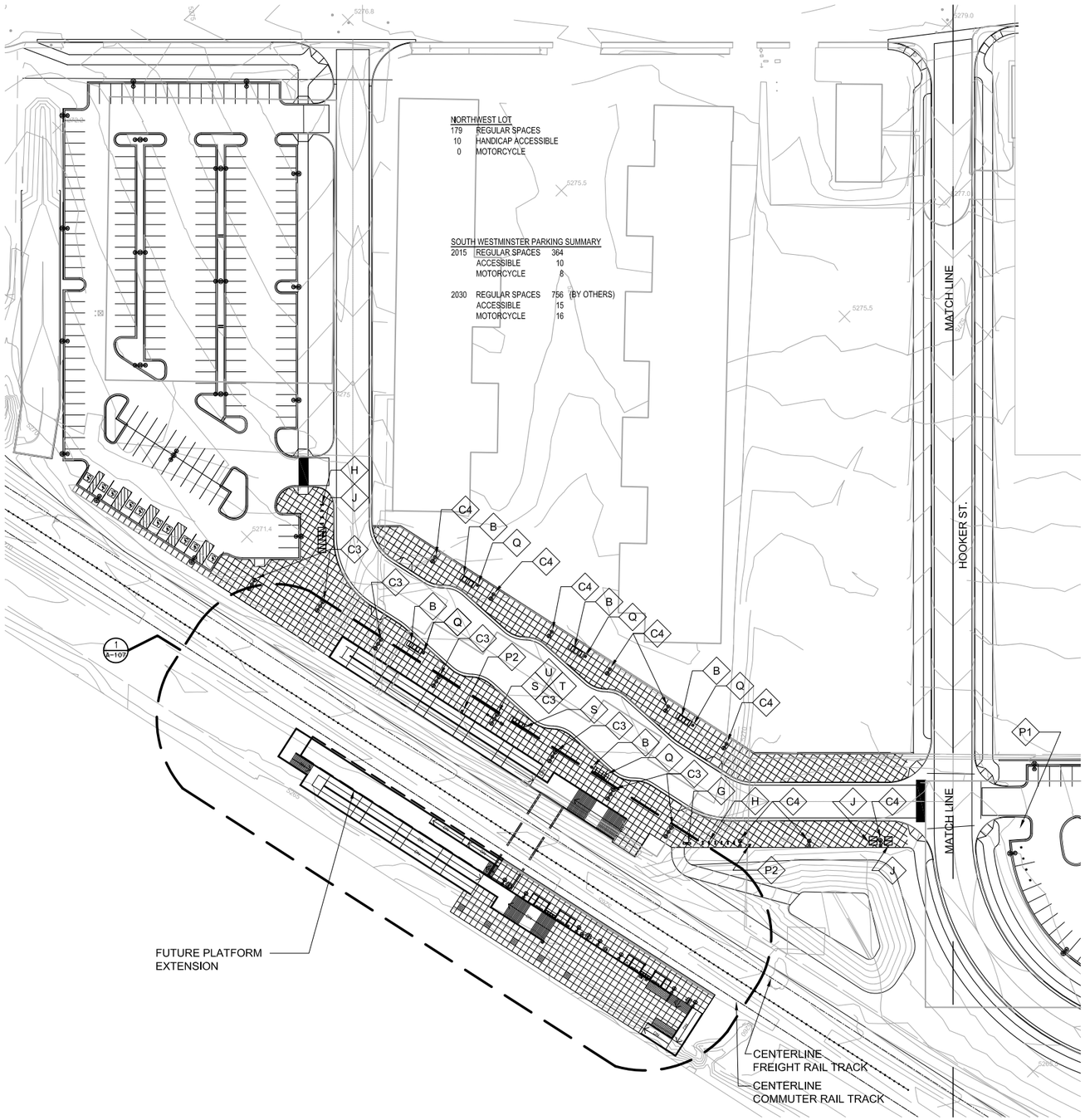
PROPOSAL SUBMITTAL

RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

NORTHWEST RAIL ELECTRIFIED SEGMENT SOUTH WESTMINSTER

GRADING AND DRAINAGE PLAN III

SHEET REFERENCE NUMBER:
CG-211



1 STATION AREA PLAN-WEST -REVISED PARKING PLAN

Scale: 1" = 50' - 0"

SYMBOL		SITE KEYNOTES
	A	SHELTER W/ WINDSCREEN AT CENTERLINE
	B	BUS SHELTER
	C1	16' HIGH LIGHT POLE - DOUBLE
	C2	16' HIGH LIGHT POLE - SINGLE
	C3	24' HIGH DOUBLE LIGHT POST FOR PARKING
	C4	24' HIGH SINGLE LIGHT POST FOR PARKING
	C5	SHELTER LIGHT
	D	PEDESTRIAN CROSSING WARNING
DRS	E	DRIVER'S RELIEF STATION - TYPE IV
	F1	TYPE I FENCE 5' H CHAIN LINK & BLACK VINYL MESH
	F2	TYPE II FENCE 6' H CHAIN LINK & BLACK VINYL MESH
	F3	BARRIER FENCE
NR	G	NEWSPAPER RACK
	H	BIKE RACK
	J	BIKE LOCKER
	K	BENCH
	L	DOOR MARKER
	O	TACTILE WARNING STRIP
	P1	FUTURE EMERGENCY PHONE
	P2	PUBLIC PHONE
TR	Q	TRASH RECEPTACLE
	R1	TYPE I ORNAMENTAL RAILING 48" HIGH
	R2	TYPE II ORNAMENTAL RAILING 60" HIGH
V	S	TICKET VALIDATING MACHINE (BY OTHERS)
TVM	T	TICKET VENDING MACHINE (BY OTHERS)
	U	WAYFINDING SIGNAGE
	V1	OCS SINGLE
	V2	OCS CENTER
	W	POWER CONTROL CENTER
	X	ADA CURB RAMP
	Y	LANDSCAPE PLANTER
	Z	CEILING MTD. PA SPEAKER
VMS	AA1	VMS-DOUBLE FACED
VMS	AA2	VMS-SINGLE FACED

N

NO.	REVISIONS	BY	DATE

DESIGNED BY: NAME DATE: DATE
DRAWN BY: NAME DATE: DATE
CHECKED BY: NAME DATE: DATE
APPROVED BY: NAME DATE: DATE

DENVER TRANSIT PARTNERS

HORZ. SCALE: 1" = 50' - 0"
VERT. SCALE: N/A

0 50 100 150

HALF SIZE - Double The Scale

PROPOSAL SUBMITTAL

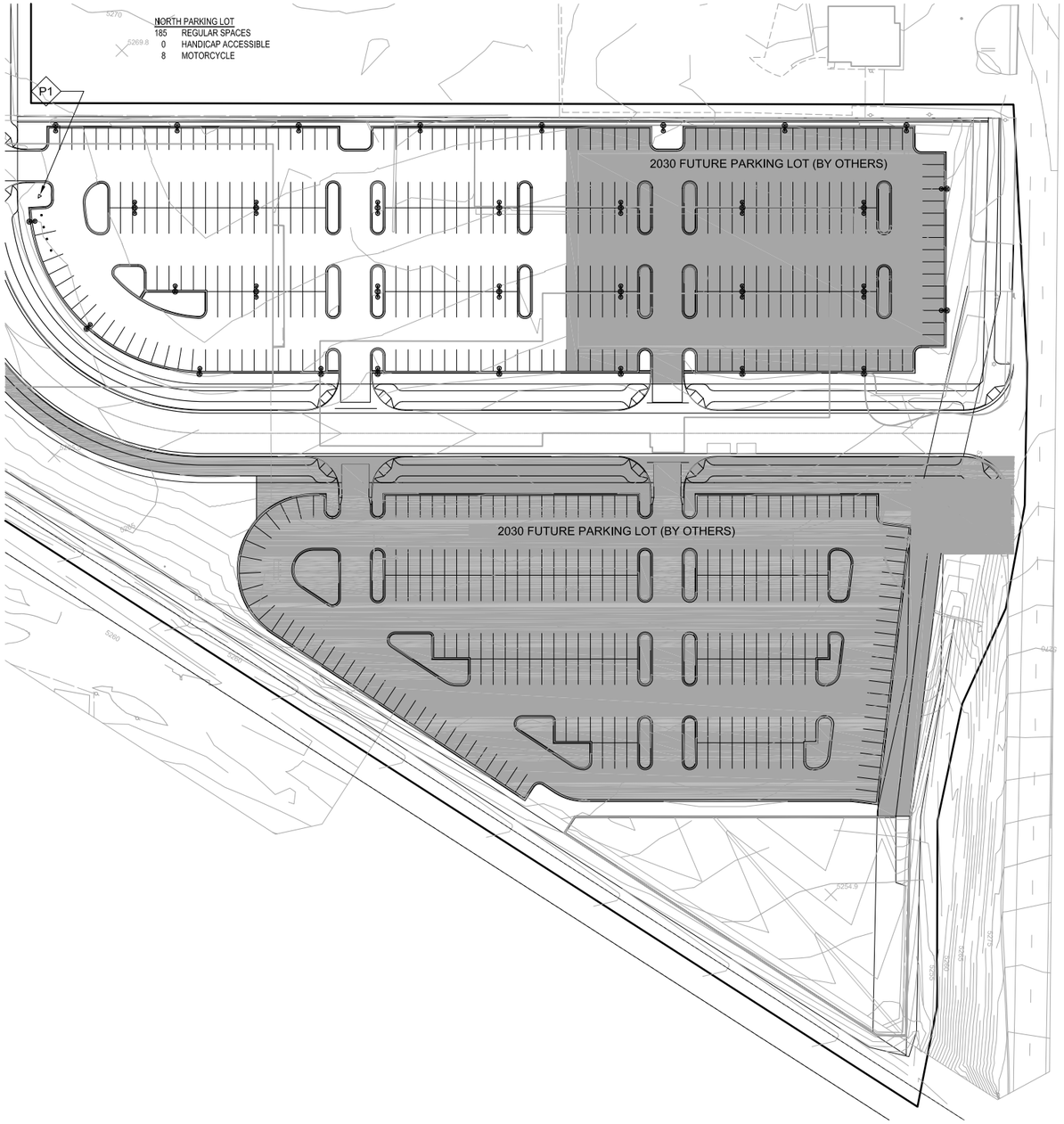
RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

NORTHWEST RAIL ELECTRIFIED SEGMENT

ARCHITECTURAL
SOUTH WESTMINSTER STATION - PARTIAL SITE PLAN

SHEET REFERENCE NUMBER: A-103

USER: 03/12/2010 - 11:03am J:\27212_RTD Eagle P3\5.9 Drawings\59arch\layouts\P3A1251-st_area_pl_westminster.dwg



NORTH EAST LOT (BY OTHERS)
150 REGULAR SPACES
0 HANDICAP ACCESSIBLE
0 MOTORCYCLE

SOUTH EAST LOT (BY OTHERS)
242 REGULAR SPACES
0 HANDICAP ACCESSIBLE
0 MOTORCYCLE

N

SYMBOL		SITE KEYNOTES
	A	SHELTER W/ WINDSCREEN AT CENTERLINE
	B	BUS SHELTER
	C1	16' HIGH LIGHT POLE - DOUBLE
	C2	16' HIGH LIGHT POLE - SINGLE
	C3	24' HIGH DOUBLE LIGHT POST FOR PARKING
	C4	24' HIGH SINGLE LIGHT POST FOR PARKING
	C5	SHELTER LIGHT
	D	PEDESTRIAN CROSSING WARNING
DRS	E	DRIVER'S RELIEF STATION - TYPE IV
	F1	TYPE I FENCE 5' H CHAIN LINK & BLACK VINYL MESH
	F2	TYPE II FENCE 6' H CHAIN LINK & BLACK VINYL MESH
	F3	BARRIER FENCE
	G	NEWSPAPER RACK
	H	BIKE RACK
	J	BIKE LOCKER
	K	BENCH
	L	DOOR MARKER
	O	TACTILE WARNING STRIP
▽	P1	FUTURE EMERGENCY PHONE
▽	P2	PUBLIC PHONE
TR	Q	TRASH RECEPTACLE
	R1	TYPE I ORNAMENTAL RAILING 48" HIGH
	R2	TYPE II ORNAMENTAL RAILING 60" HIGH
V	S	TICKET VALIDATING MACHINE (BY OTHERS)
TVM	T	TICKET VENDING MACHINE (BY OTHERS)
	U	WAYFINDING SIGNAGE
	V1	OCS SINGLE
	V2	OCS CENTER
	W	POWER CONTROL CENTER
	X	ADA CURB RAMP
	Y	LANDSCAPE PLANTER
	Z	CEILING MTD. PA SPEAKER
VMS	AA1	VMS-DOUBLE FACED
VMS	AA2	VMS-SINGLE FACED

1 PARKING LOT PLAN - EAST

Scale: 1" = 50' - 0"

NO.	REVISIONS	BY	DATE

DESIGNED BY: NAME DATE: DATE
DRAWN BY: NAME DATE: DATE
CHECKED BY: NAME DATE: DATE
APPROVED BY: NAME DATE: DATE

DENVER TRANSIT PARTNERS

HORZ. SCALE: 1" = 50' - 0"
VERT. SCALE: N/A

0 50 100 150

HALF SIZE - Double The Scale

PROPOSAL SUBMITTAL

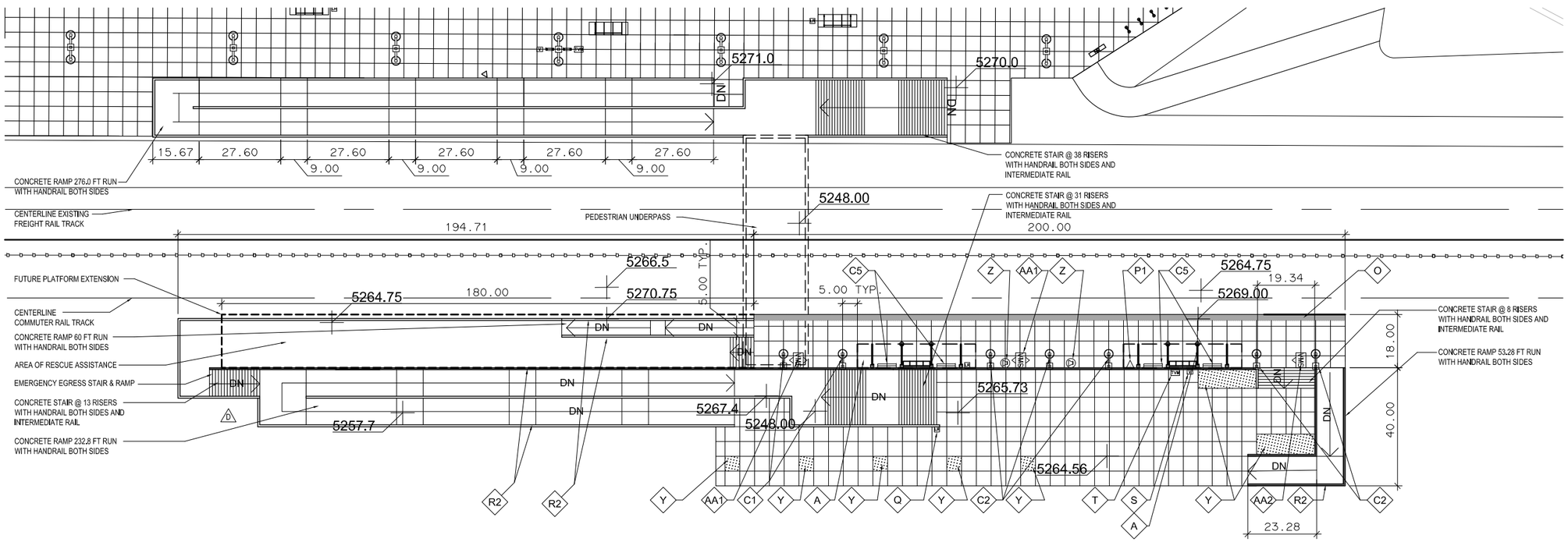
RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

NORTHWEST RAIL ELECTRIFIED SEGMENT

ARCHITECTURAL
SOUTH WESTMINSTER STATION - PARTIAL SITE PLAN

SHEET REFERENCE NUMBER:
A-104

USER: 03/12/2010 - 11:25am J:\27212_RTD Eagle P3\5.9 Drawings\59arch\layouts\P3A1252-parking_pl_westminster.dwg
shansia2525



NOTE:
SEE STATION AREA PLAN FOR BUS LOADING PLATFORM NOTES

1 PLATFORM LAYOUT PLAN

Scale: 1" = 20' - 0"

SYMBOL		SITE KEYNOTES
	A	SHELTER W/ WINDSCREEN AT CENTERLINE
	B	BUS SHELTER
	C1	16' HIGH LIGHT POLE - DOUBLE
	C2	16' HIGH LIGHT POLE - SINGLE
	C3	24' HIGH DOUBLE LIGHT POST FOR PARKING
	C4	24' HIGH SINGLE LIGHT POST FOR PARKING
	C5	SHELTER LIGHT
	D	PEDESTRIAN CROSSING WARNING
DRS	E	DRIVER'S RELIEF STATION - TYPE IV
	F1	TYPE I FENCE 5' H CHAIN LINK & BLACK VINYL MESH
	F2	TYPE II FENCE 6' H CHAIN LINK & BLACK VINYL MESH
	F3	BARRIER FENCE
NR	G	NEWSPAPER RACK
	H	BIKE RACK
	J	BIKE LOCKER
	K	BENCH
	L	DOOR MARKER
	O	TACTILE WARNING STRIP
	P1	FUTURE EMERGENCY PHONE
	P2	PUBLIC PHONE
TR	Q	TRASH RECEPTACLE
	R1	TYPE I ORNAMENTAL RAILING 48" HIGH
	R2	TYPE II ORNAMENTAL RAILING 60" HIGH
V	S	TICKET VALIDATING MACHINE (BY OTHERS)
TVM	T	TICKET VENDING MACHINE (BY OTHERS)
	U	WAYFINDING SIGNAGE
	V1	OCS SINGLE
	V2	OCS CENTER
	W	POWER CONTROL CENTER
	X	ADA CURB RAMP
	Y	LANDSCAPE PLANTER
	Z	CEILING MTD. PA SPEAKER
VMS	AA1	VMS-DOUBLE FACED
VMS	AA2	VMS-SINGLE FACED

NO.	REVISIONS	BY	DATE

DESIGNED BY: NAME DATE: DATE
DRAWN BY: NAME DATE: DATE
CHECKED BY: NAME DATE: DATE
APPROVED BY: NAME DATE: DATE
HORZ. SCALE: 1" = 20' - 0"
VERT. SCALE: N/A

DENVER TRANSIT PARTNERS

0 20 40 60
HALF SIZE - Double The Scale

PROPOSAL SUBMITTAL

RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

NORTHWEST RAIL ELECTRIFIED SEGMENT

ARCHITECTURAL
SOUTH WESTMINSTER STATION - PLATFORM LAYOUT PLAN

SHEET REFERENCE NUMBER: A-107

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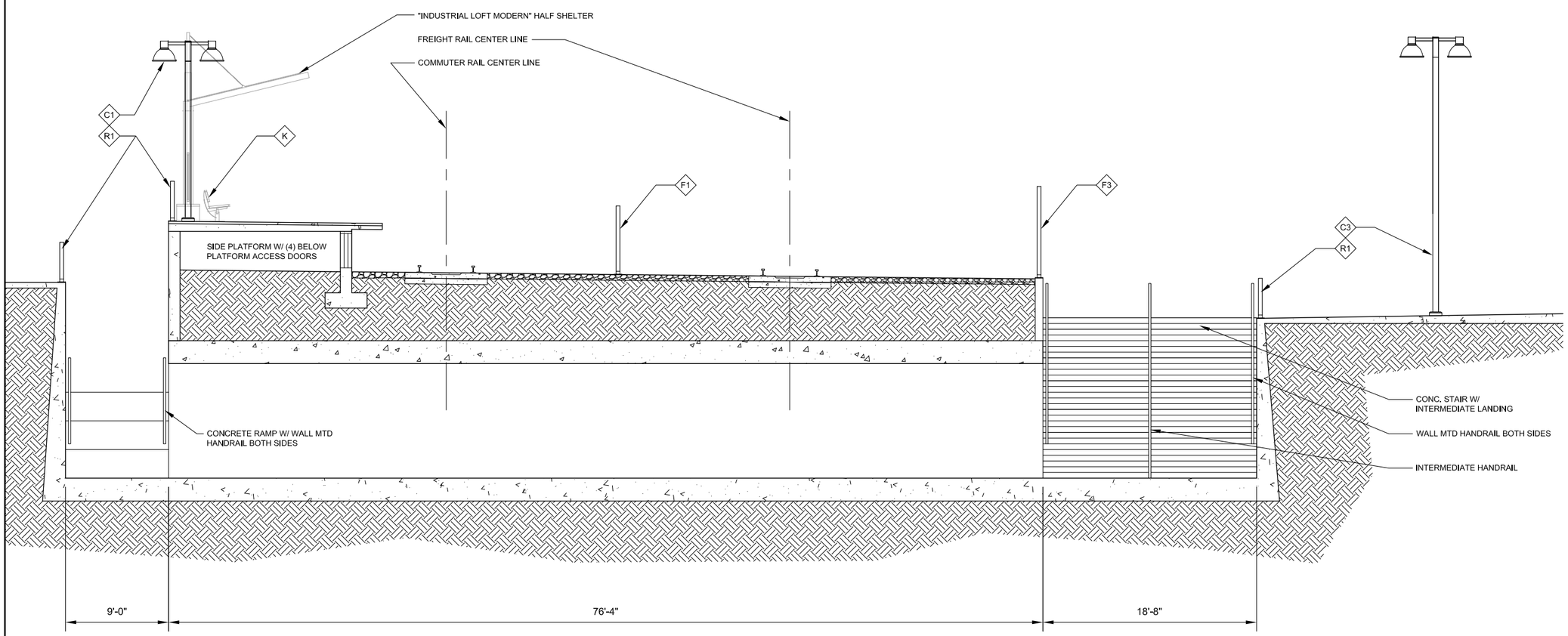


1 PLATFORM CROSS SECTION

Scale: 1" = 5' - 0"

SYMBOL		SITE KEYNOTES
	A	SHELTER W/ WINDSCREEN AT CENTERLINE
	B	BUS SHELTER
	C1	16' HIGH LIGHT POLE - DOUBLE
	C2	16' HIGH LIGHT POLE - SINGLE
	C3	24' HIGH DOUBLE LIGHT POST FOR PARKING
	C4	24' HIGH SINGLE LIGHT POST FOR PARKING
	C5	SHELTER LIGHT
	D	PEDESTRIAN CROSSING WARNING
DRS	E	DRIVER'S RELIEF STATION - TYPE IV
	F1	TYPE I FENCE 5' H CHAIN LINK & BLACK VINYL MESH
	F2	TYPE II FENCE 6' H CHAIN LINK & BLACK VINYL MESH
	F3	BARRIER FENCE
NR	G	NEWSPAPER RACK
	H	BIKE RACK
	J	BIKE LOCKER
	K	BENCH
	L	DOOR MARKER
	O	TACTILE WARNING STRIP
	P1	FUTURE EMERGENCY PHONE
	P2	PUBLIC PHONE
TR	Q	TRASH RECEPTACLE
	R1	TYPE I ORNAMENTAL RAILING 48" HIGH
	R2	TYPE II ORNAMENTAL RAILING 60" HIGH
V	S	TICKET VALIDATING MACHINE (BY OTHERS)
TVM	T	TICKET VENDING MACHINE (BY OTHERS)
	U	WAYFINDING SIGNAGE
	V1	OCS SINGLE
	V2	OCS CENTER
	W	POWER CONTROL CENTER
	X	ADA CURB RAMP
	Y	LANDSCAPE PLANTER
	Z	CEILING MTD. PA SPEAKER
VMS	AA1	VMS-DOUBLE FACED
VMS	AA2	VMS-SINGLE FACED

NO.	REVISIONS	BY	DATE

DESIGNED BY: NAME DATE: DATE
DRAWN BY: NAME DATE: DATE
CHECKED BY: NAME DATE: DATE
APPROVED BY: NAME DATE: DATE

DENVER TRANSIT PARTNERS

HORZ. SCALE: 1" = 5' - 0"
VERT. SCALE: N/A

0 5 10 15

HALF SIZE - Double The Scale

PROPOSAL SUBMITTAL

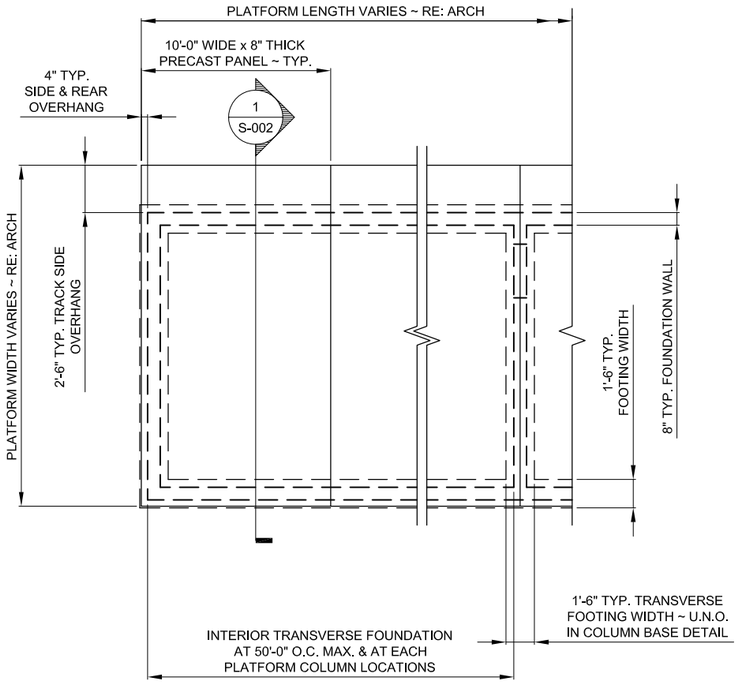
RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

NORTHWEST RAIL ELECTRIFIED SEGMENT

ARCHITECTURAL
SOUTH WESTMINSTER STATION - PLATFORM SECTION

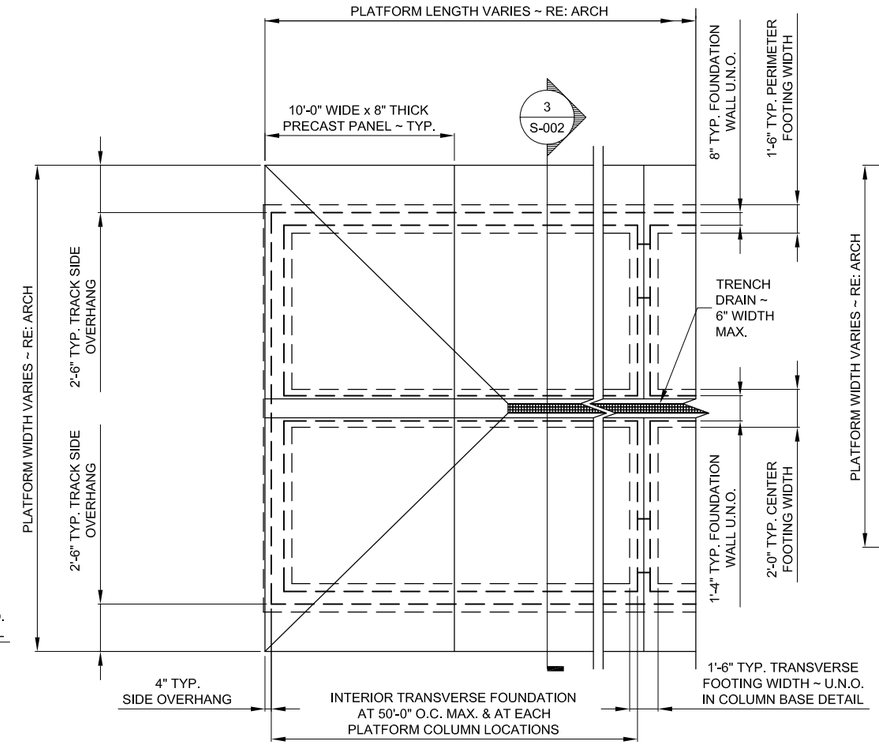
SHEET REFERENCE NUMBER:
A-113

USER: 03/12/2010 - 11:47am J:\27212_RTD Eagle P3\5.9 Drawings\59arch\layouts\P3A1254-xs_westminster.dwg



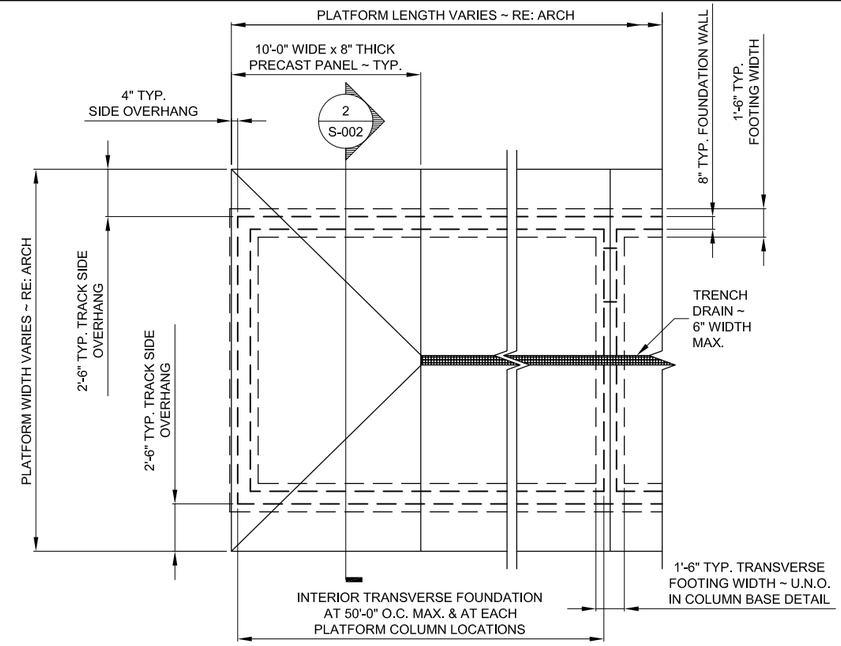
1 TYPICAL SIDE PLATFORM PLAN

1/4" = 1'-0



2 CENTER PLATFORM (TYPE 1) PLAN

1/4" = 1'-0



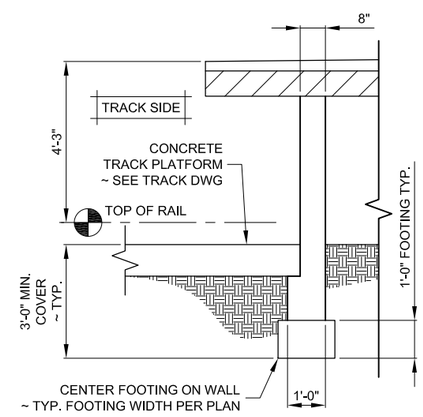
3 CENTER PLATFORM (TYPE 2) PLAN

1/4" = 1'-0

STATION PLATFORM & CANOPY SCHEDULE

STATION		PLATFORM DETAIL	CANOPY TYPE	CANOPY BASE DETAIL	REMARKS
GOLD LINE	WARD ROAD	3 / S-002	2 / S-003	4 / S-002	1
	ARVADA RIDGE	1 & 2 / S-002	1 / S-003	4 / S-002	1
	OLDE TOWN ARVADA	1 / S-002	4 / S-003	4 / S-002	1
	SHERIDAN BLVD.	1 / S-002	1 / S-003	4 / S-002	1
	FEDERAL BLVD.	1 / S-002	2 / S-003	4 / S-002	1
NW LINE	PECOS STREET	3 / S-002	3 / S-003	5 / S-002	1
	CRMF	2 / S-002	–	–	1
	41ST STREET	3 / S-002	3 / S-003	5 / S-002	1
	S. WESTMINSTER	1 / S-002	3 / S-003	5 / S-002	1
EAST CORRIDOR	38TH AND BLAKE	1 / S-002	6 / S-003	5 / S-002	1
	COLORADO BLVD.	1 / S-002	6 / S-003	5 / S-002	1
	CENTRAL PARK	1 / S-002	6 / S-003	5 / S-002	1
	PEORIA STREET	1 / S-002	5 / S-003	4 / S-002	1
	40TH AND AIRPORT	1 / S-002	5 / S-003	4 / S-002	1

NOTE:
1. WHERE RAIL TRACK PLATFORM IS REQUIRED TO BE TIED TO STATION PLATFORM FOUNDATION, PROVIDE 12" THICK FOUNDATION WALL AT TRACK SIDE PER DETAIL 4/S-001.



4 12" PLATFORM WALL SECTION

1/2" = 1'-0

NO.	REVISIONS	BY	DATE

DESIGNED BY: CYC DATE: 01.05.2010
DRAWN BY: CYC DATE: 01.05.2010
CHECKED BY: DATE:
APPROVED BY: DATE:

DENVER TRANSIT PARTNERS

HORZ. SCALE: N/A
VERT. SCALE: N/A

0 4'-0" 8'-0" 12'-0"

HALF SIZE - Double The Scale

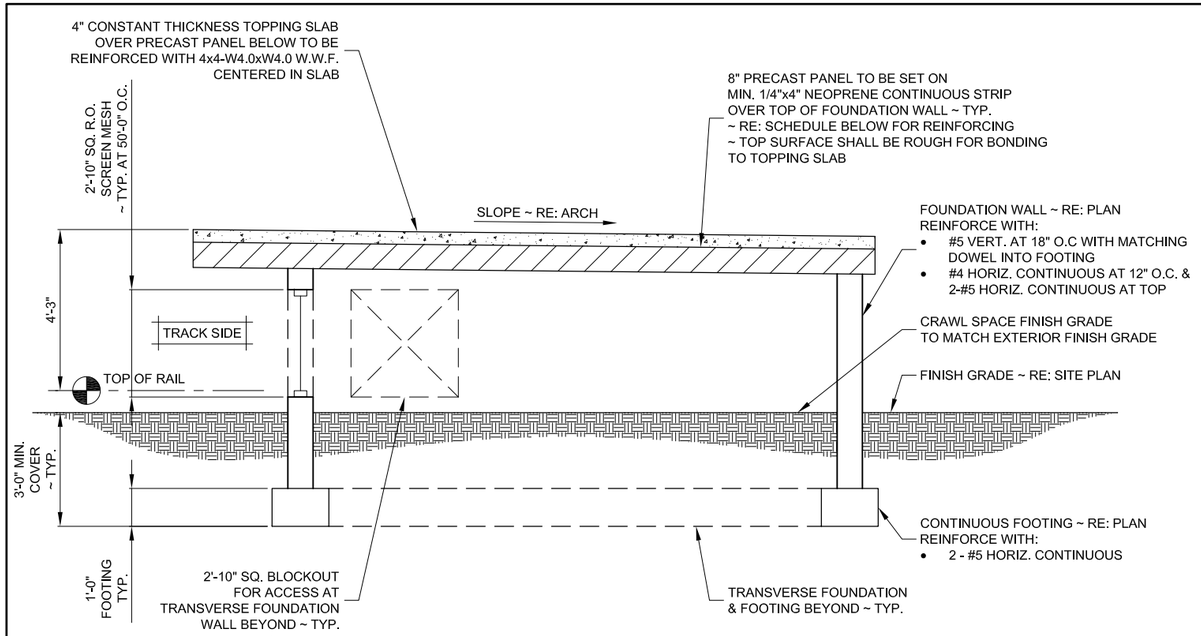
PROPOSAL SUBMITTAL

RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

NORTHWEST RAIL CORRIDOR

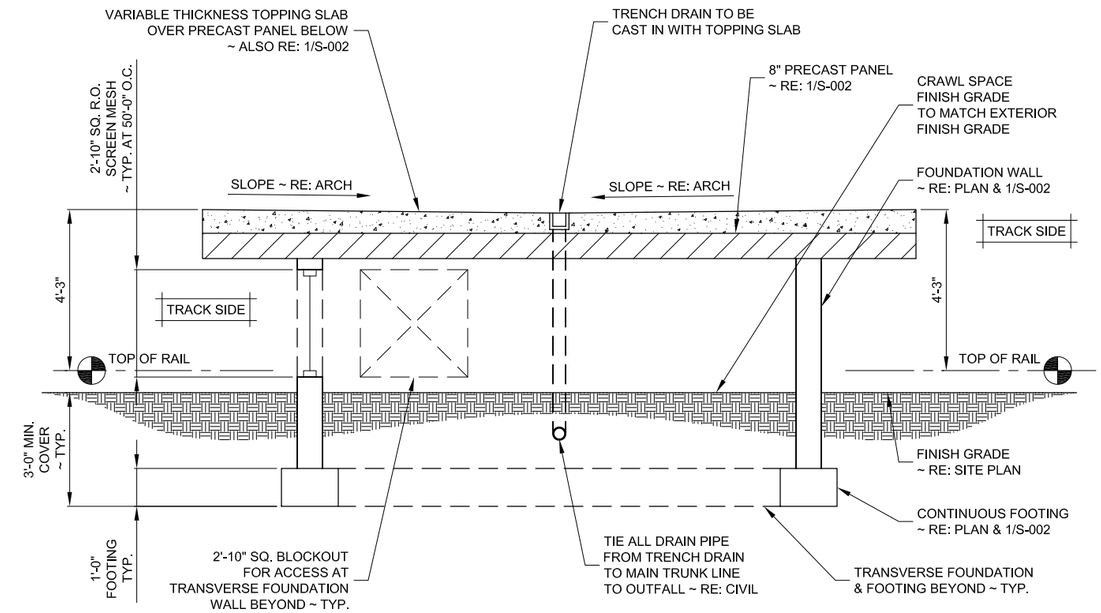
STATIONS STRUCTURAL
TYPICAL PLATFORM PLANS, SCHEDULES & DETAIL

SHEET REFERENCE NUMBER:
S-001



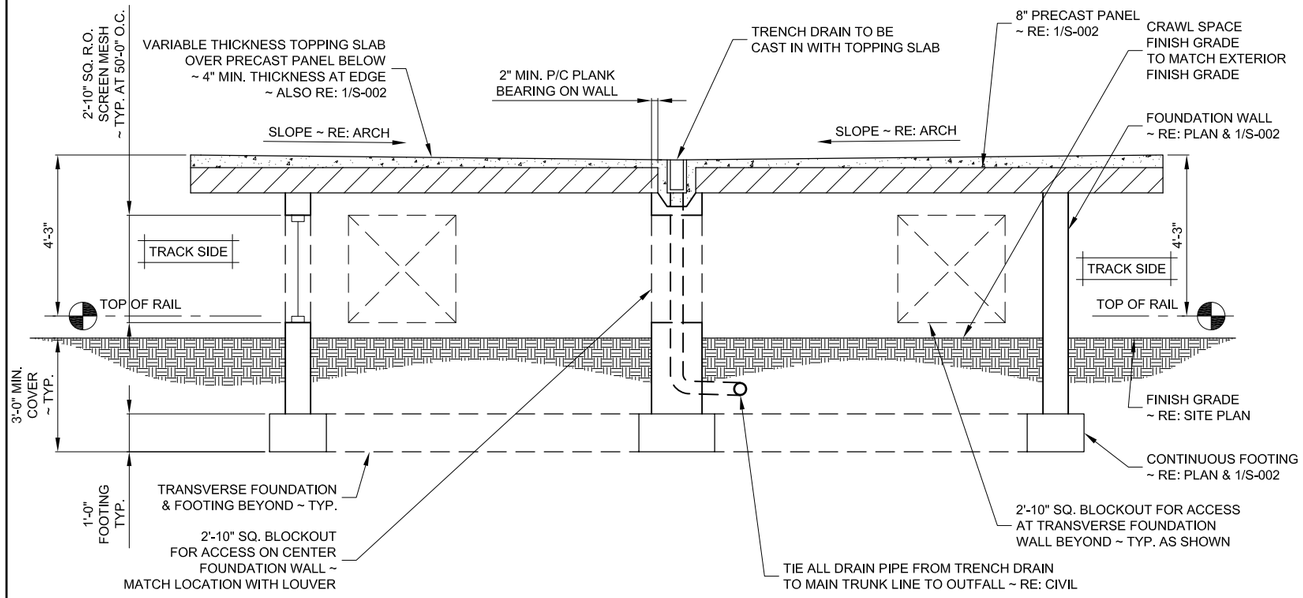
1 TYPICAL SIDE PLATFORM SECTION

1/2" = 1'-0



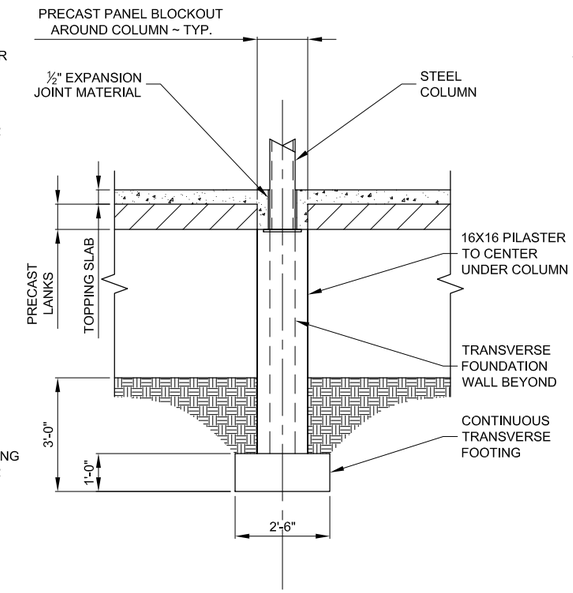
2 TYPICAL CENTER PLATFORM (TYPE 2) SECTION

1/2" = 1'-0



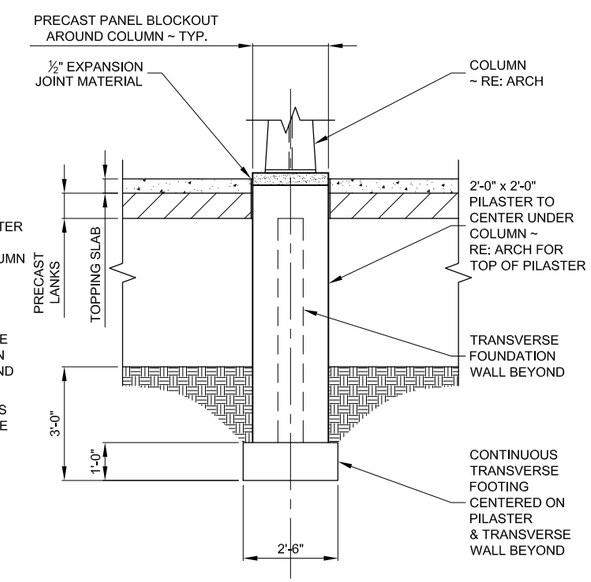
3 TYPICAL CENTER PLATFORM (TYPE 1) SECTION

1/2" = 1'-0



4 COLUMN BASE SECTION

1/2" = 1'-0



5 COLUMN BASE SECTION

1/2" = 1'-0

NO.	REVISIONS	BY	DATE

DESIGNED BY: CYC DATE: 01.05.2010
DRAWN BY: CYC DATE: 01.05.2010
CHECKED BY: DATE:
APPROVED BY: DATE:

DENVER TRANSIT PARTNERS

HORZ. SCALE: N/A
VERT. SCALE: N/A

0 2'-0" 4'-0" 6'-0"

HALF SIZE - Double The Scale

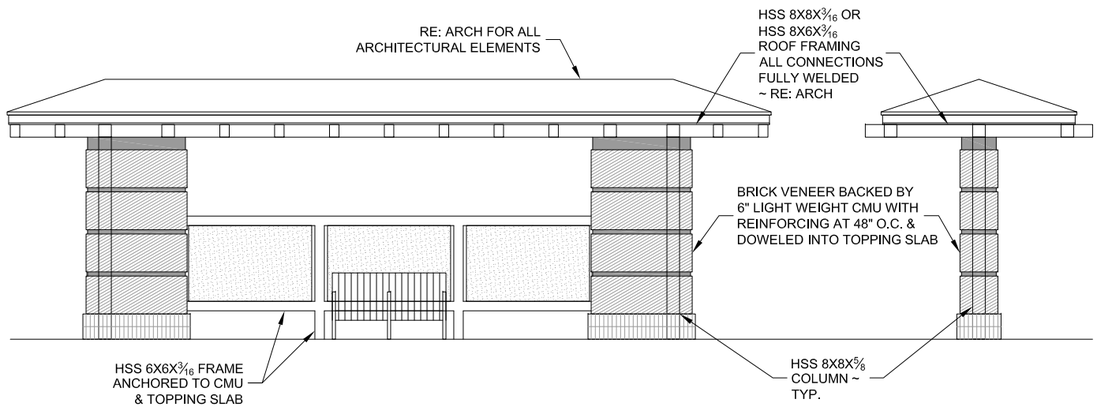
PROPOSAL SUBMITTAL

RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

NORTHWEST RAIL CORRIDOR

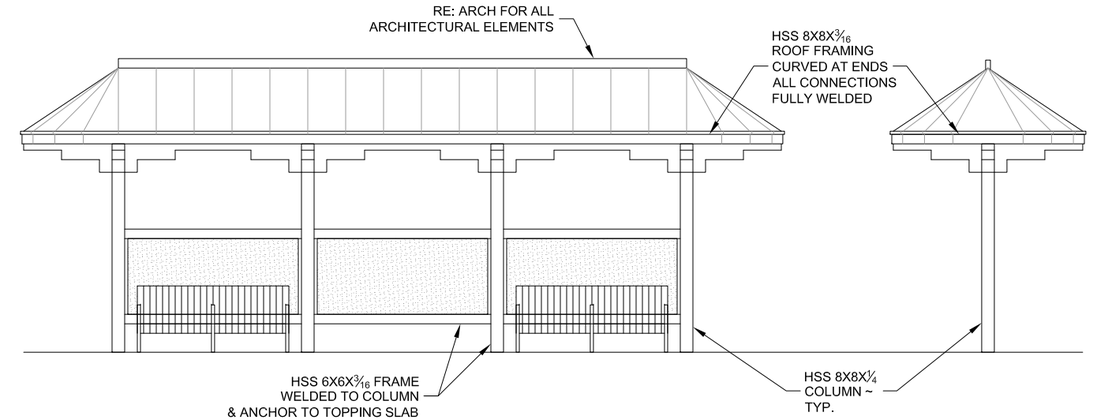
STATIONS STRUCTURAL
TYPICAL PLATFORM SECTIONS & DETAILS

SHEET REFERENCE NUMBER:
S-002



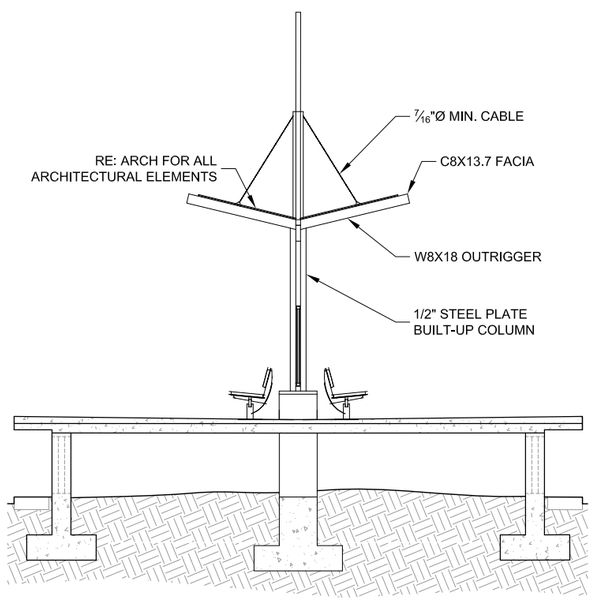
1 NEIGHBORHOOD CRAFTSMAN CANOPY FRAMING DETAIL

1/4" = 1'-0



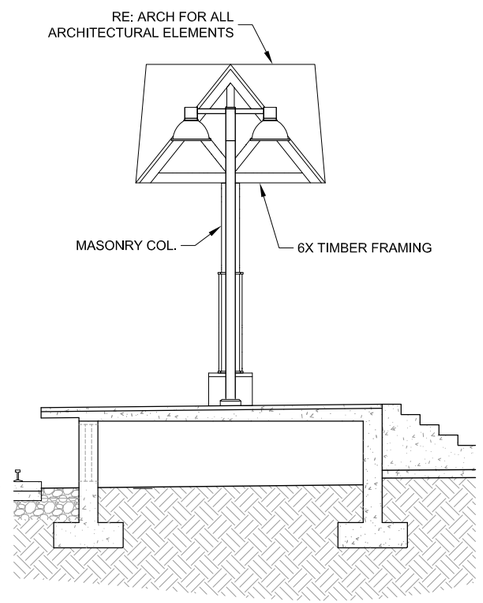
2 TOWN CENTER CONTEMPORARY CANOPY FRAMING DETAIL

1/4" = 1'-0



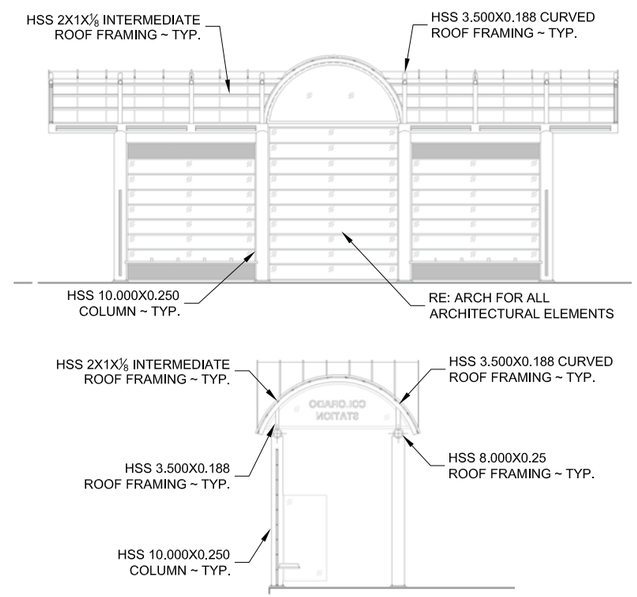
3 INDUSTRIAL LOFT MODERN CANOPY FRAMING DETAIL

1/4" = 1'-0



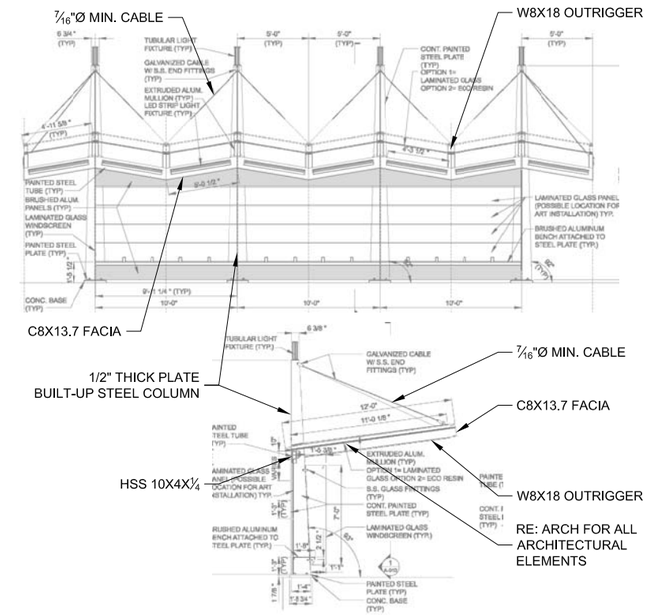
4 MAIN STREET HISTORIC CANOPY FRAMING DETAIL

1/4" = 1'-0



5 TOWN CENTER CONTEMPORARY AIRPORT CANOPY FRAMING DETAIL

N.T.S.



6 INDUSTRIAL LOFT MODERN AIRPORT CANOPY FRAMING DETAIL

N.T.S.

NO.	REVISIONS	BY	DATE

DESIGNED BY: CYC DATE: 01.05.2010
DRAWN BY: CYC DATE: 01.05.2010
CHECKED BY: DATE:
APPROVED BY: DATE:

DENVER TRANSIT PARTNERS

HORZ. SCALE: N/A
VERT. SCALE: N/A

0 4'-0" 8'-0" 12'-0"

HALF SIZE - Double The Scale

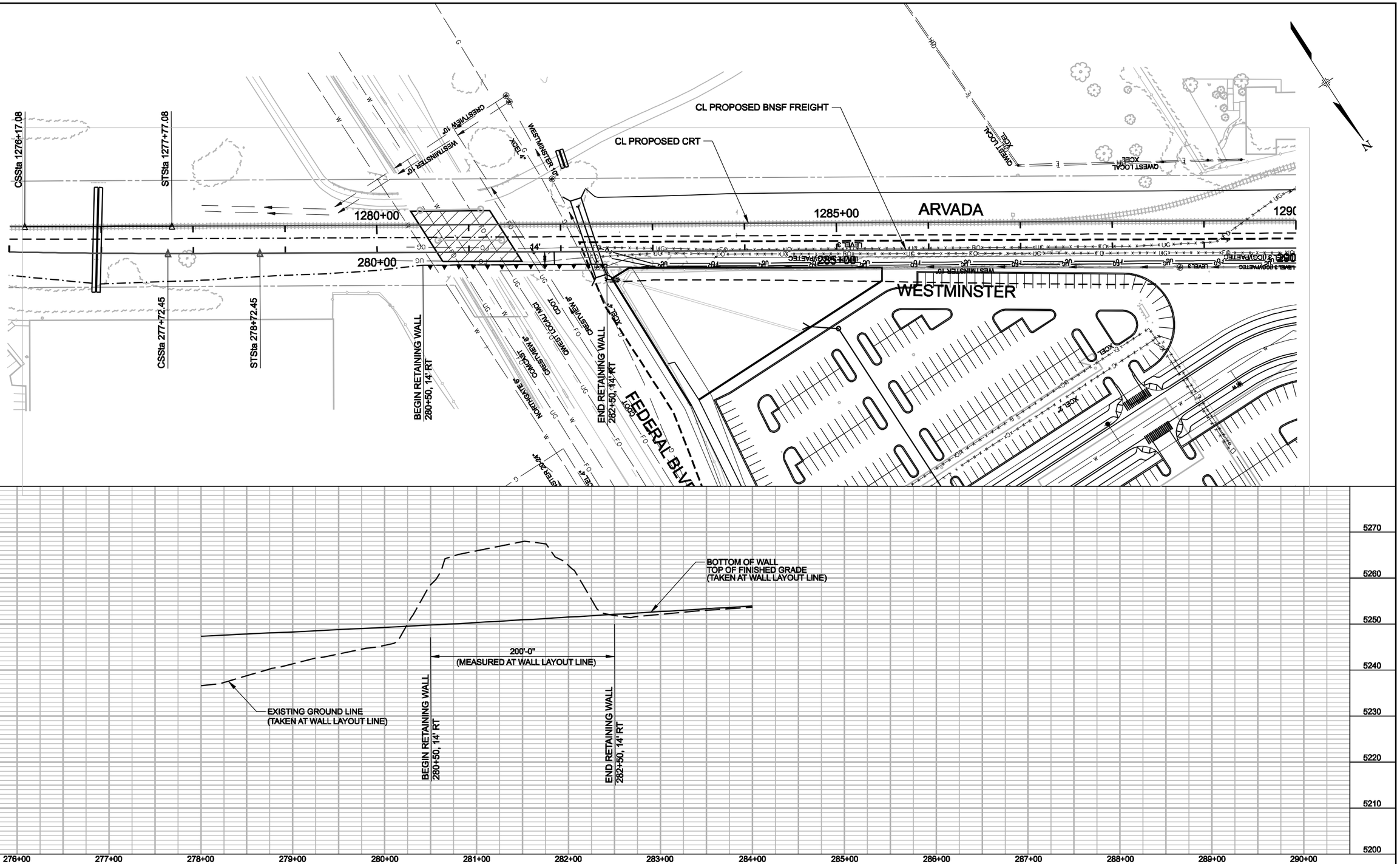
PROPOSAL SUBMITTAL

RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

NORTHWEST RAIL CORRIDOR

STATIONS STRUCTURAL
TYPICAL PLATFORM CANOPY DETAILS

SHEET REFERENCE NUMBER:
S-003



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3/11/2010 2:50:23 PM

USER: dmartine

NO.	REVISIONS	BY	DATE

DESIGNED BY: AD DATE: 01-05-10
DRAWN BY: AHQ DATE: 01-05-10
CHECKED BY: KMS DATE: 01-05-10
APPROVED BY: JW DATE: 01-05-10

DENVER TRANSIT PARTNERS

HORZ. SCALE: 1"=100'
VERT. SCALE: 1"=20'
For HALF SIZE Double The Scale

0 50 100 150

PROPOSAL SUBMITTAL

RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

NORTHWEST RAIL ELECTRIFIED SEGMENT
RETAINING WALL STA. 276+00 TO 290+00

BNSF TRACK
PLAN & PROFILE

SHEET REFERENCE NUMBER:
SW-422

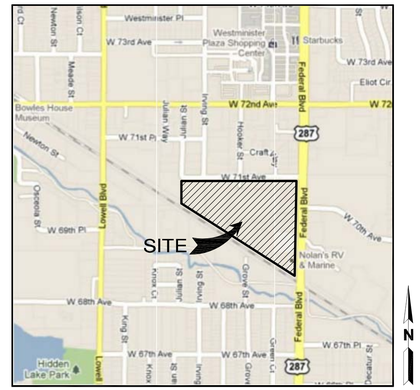
EXHIBIT B

Westminster Station – Overall 50% Construction Plans,
City of Westminster (Rev. 06-20-11)

WESTMINSTER STATION - OVERALL

FOR PLANNING PURPOSES ONLY (SEE PHASE 1 PLANS)

CITY OF WESTMINSTER



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VICINITY MAP
SCALE: 1'=1000'

SHEET INDEX:

01	COVER SHEET
02	TYPICAL SECTIONS
03	OVERALL SITE PLAN
04	OVERALL SITE PLAN
05	OVERALL EXISTING TOPOGRAPHY
06	OVERALL EXISTING TOPOGRAPHY
07	OVERALL UTILITY PLAN
08	OVERALL UTILITY PLAN
09	NORTH PLAZA DETAILED GRADING
10	NORTH PLAZA DETAILED GRADING
11	ROADWAY PLAN AND PROFILE
12	ROADWAY PLAN AND PROFILE
13	ROADWAY PLAN AND PROFILE
L-1	OVERALL LANDSCAPE PLAN
L-2	LANDSCAPE DETAILS
L-3	LANDSCAPE DETAILS
LE-01	LIGHTING AND ELECTRICAL COVER SHEET
LE-02	LIGHTING CRITERIA NARRATIVE
LE-03	LIGHTING AND ELECTRICAL PLAN – PLAZA
LE-04	LIGHTING AND ELECTRICAL PLAN – TUNNEL AND PLAZA
LE-05	LIGHTING AND ELECTRICAL PLAN – RTD BUS STATION & GROVE STREET
LE-06	LIGHTING AND ELECTRICAL PLAN – HOOKER STREET
LE-07	LIGHTING AND ELECTRICAL PLAN – W. 71ST STREET
LE-08	LIGHTING DETAILS
LE-09	LIGHTING DETAILS
LE-10	ELECTRICAL DETAILS
LE-11	ELECTRICAL DETAILS
LE-12	ELECTRICAL DETAILS

CITY OF WESTMINSTER:
4800 W. 92ND AVENUE
WESTMINSTER, CO, 80031
PHONE: (303)658-2400

CIVIL ENGINEER:
MARTIN/MARTIN CONSULTING ENGINEERS
12499 W. COLFAX AVENUE
LAKEWOOD, CO, 80215
PHONE: (303)431-6100

PLANNER/LANDSCAPE ARCHITECT:
NORRIS DESIGN
1101 BANNOCK STREET
DENVER, CO, 80204
PHONE: (303)892-1166

ELECTRICAL/LIGHTING ENGINEER:
CLANTON & ASSOCIATES, INC.
4699 NAUTILUS COURT SOUTH, #102
BOULDER, CO, 80301
PHONE: (303)530-7229

GEOTECHNICAL ENGINEER:
CTL/THOMPSON
1971 W. 12TH AVENUE
DENVER, CO, 80204
PHONE: (303)825-0777

Print Date: June 20, 2011	Sheet Revisions		
File Name:	Date:	Comments	Init.
Horiz. Scale: Vert. Scale: As Noted	06-20-11	50% Submittal	
Unit Information Unit Leader Initials			

CITY of WESTMINSTER

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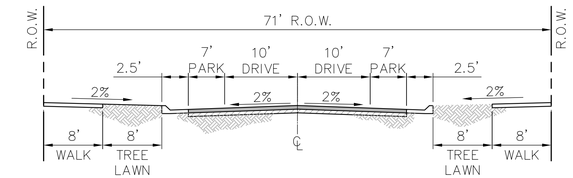
1101 Bannock Street
Denver, Colorado 80204
P 303.892.1166
F 303.892.1186
www.norris-design.com

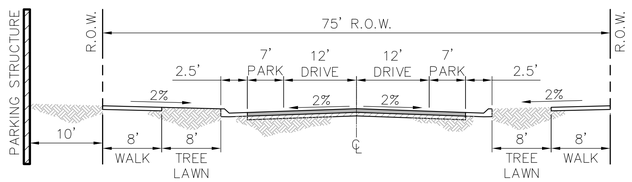
CLANTON & ASSOCIATES
LIGHTING DESIGN AND ENGINEERING

NORRIS DESIGN

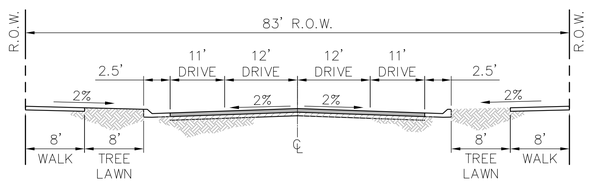
As Constructed	Westminster Station – Overall Cover Sheet		Project No./Code
No Revisions:			
Revised:	Designer: TSB	Structure Numbers	
Void:	Detailer: SJH		Sheet Number 01 of ___
	Sheet Subset:	Subset Sheets: of	



HOOKER STREET
TYPICAL CROSS SECTION
N.T.S.



IRVING STREET, GROVE STREET
TYPICAL CROSS SECTION
N.T.S.



W. 70TH AVENUE
TYPICAL CROSS SECTION
N.T.S.

LEGEND

EXISTING		PROPOSED
	PROPERTY LINE	
	RIGHT-OF-WAY LINE	
	SECTION LINE	
	EASEMENT	
	RETAINING WALL	
	CURB & GUTTER	
	TYPE I CURB & GUTTER (SPILL)	
	TYPE II CURB & GUTTER (CATCH)	
	CONCRETE/ SIDEWALK	
	HANDICAP RAMPS	
5750	CONTOURS	5750
	UTILITY CROSSING	
ST	STORM SEWER	ST
ST	STORM MANHOLE	
RD	ROOF DRAIN	RD
	STORM INLET	
<	FLARED END SECTION	
SS	SANITARY SEWER	SS
SS	SANITARY MANHOLE	
CO	CLEAN OUT	CO
W	WATER LINE	W
	WATER VALVE	
	FIRE HYDRANT	
WM	WATER METER	
IR	IRRIGATION LINE	IR
IRR	IRRIGATION CONTROL	
OHE	OVERHEAD ELECTRIC	
E	ELECTRIC LINE	E
	LIGHT POLE	
	POWER POLE	
ELEC	ELECTRIC METER	
T	TELEPHONE LINE	T
TEL	TELEPHONE PEDESTAL	T
CT	CABLE TV	CT
	SIGN	
	DIRECTION OF FLOW	
	GRADING ARROW	
	DECIDUOUS TREE	
	EVERGREEN TREE	
	BUSH/SHRUB	
O.W.	MONITOR WELL	
G	GAS LINE	G
DRIVE	DESCRIPTIONS	DRIVE
ELEV.	SPOT ELEVATIONS	ELEV.

FOR PLANNING PURPOSES ONLY (SEE PHASE 1 PLANS)

Print Date: June 20, 2011	Sheet Revisions			
File Name:	Date:	Comments	Init.	
Horiz. Scale: Vert. Scale: As Noted	06-20-11	50% Submittal		
Unit Information Unit Leader Initials				

CITY of WESTMINSTER

MARTIN / MARTIN CONSULTING ENGINEERS

CLANTON & ASSOCIATES
LIGHTING DESIGN AND ENGINEERING

1101 Bannock Street
Denver, Colorado 80204
P 303.892.1166
F 303.892.1186
www.norris-design.com

NORRIS DESIGN

As Constructed
No Revisions:
Revised:
Void:

Westminster Station – Overall
Typical Sections

Designer: TSB
Detailer: SJH
Sheet Subset:
Structure Numbers
Subset Sheets: of

Project No./Code

Sheet Number 02 of ___

W. 71ST AVE.

IRVING STREET

HOOKER STREET

GROVE STREET

FEDERAL BOULEVARD

W. 70TH AVE.

PLAZA FRONTAGE ROAD

PARKING GARAGE

PC 11+53.61

PT 12+09.97

PC 12+83.02

PT 13+53.46

PC 10+38.11

PT 11+64.91

PT 12+31.78

PC 13+09.08

PT 13+86.32

PRC 15+38.67

PC 14+00.24

PRC 18+80.10

PT 19+94.54

42' ℄–℄

75' R.O.W.

24' ℄–℄

35' ℄–℄

71' R.O.W.

28'

50' ℄–℄

51' ℄–℄

83' R.O.W.

SEE NOTE 1

SEE SHEET 04

N

SCALE: 1"=50'

MARTIN/MARTIN ASSUMES NO RESPONSIBILITY FOR UTILITY LOCATIONS. THE UTILITIES SHOWN ON THIS DRAWING HAVE BEEN PLOTTED FROM THE BEST AVAILABLE INFORMATION. IT IS, HOWEVER, THE CONTRACTORS RESPONSIBILITY TO FIELD VERIFY THE SIZE, MATERIAL, HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

NOTE:

1. PLANS FOR THIS TRANSITION PLAZA ARE DEPENDENT ON FLOODPLAIN MITIGATION ISSUES RELATED TO THE ADDITIONAL TRACK INSTALLATION UNDER THE FEDERAL BOULEVARD BRIDGE THAT IS LOCATED WITHIN A FEMA FLOODWAY. DENVER TRANSIT PARTNERS IS EVALUATING THE DESIGN ALTERNATIVES AND WILL SET A MEETING WITH RTD, ADAMS COUNTY, URBAN DRAINAGE AND THE CITY OF WESTMINSTER TO REVIEW THE OPTIONS.

FOR PLANNING PURPOSES ONLY (SEE PHASE 1 PLANS)

Print Date: June 20, 2011	Sheet Revisions		
File Name:	Date:	Comments	Init.
Horiz. Scale: Vert. Scale: As Noted	06–20–11	50% Submittal	
Unit Information Unit Leader Initials			

CITY of WESTMINSTER

MARTIN / MARTIN CONSULTING ENGINEERS

CLANTON & ASSOCIATES LIGHTING DESIGN AND ENGINEERING

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Denver, Colorado 80204
P 303.892.1166
F 303.892.1186
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NORRIS DESIGN

As Constructed

No Revisions:

Revised:

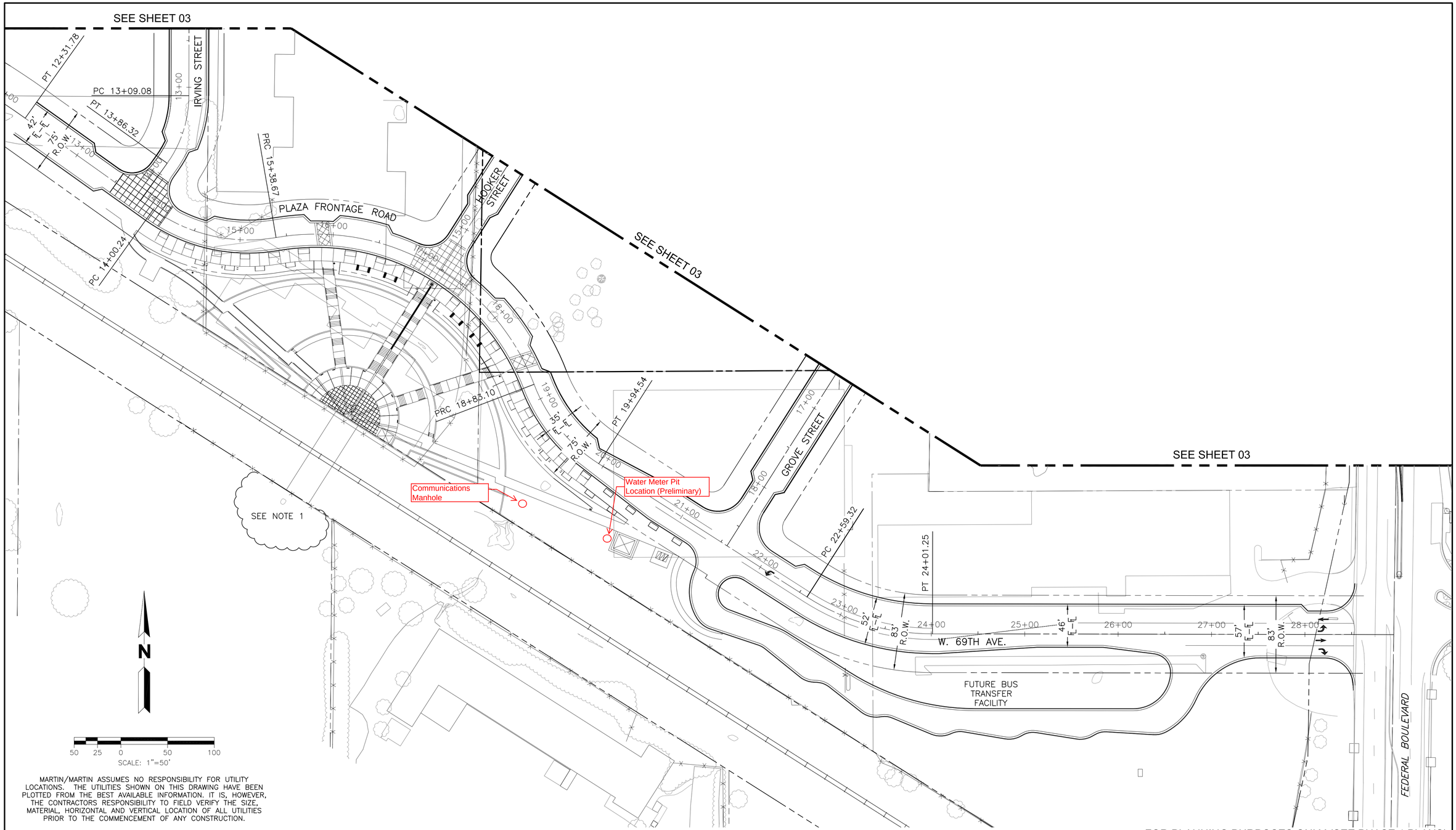
Void:

Westminster Station – Overall
Overall Site Plan

Designer: TSB
Detailer: SJH
Sheet Subset:
Structure Numbers
Subset Sheets: of

Project No./Code

Sheet Number 03 of ___



MARTIN/MARTIN ASSUMES NO RESPONSIBILITY FOR UTILITY LOCATIONS. THE UTILITIES SHOWN ON THIS DRAWING HAVE BEEN PLOTTED FROM THE BEST AVAILABLE INFORMATION. IT IS, HOWEVER, THE CONTRACTORS RESPONSIBILITY TO FIELD VERIFY THE SIZE, MATERIAL, HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

FOR PLANNING PURPOSES ONLY (SEE PHASE 1 PLANS)

Print Date: June 20, 2011	Sheet Revisions		
File Name:	Date:	Comments	Init.
Horiz. Scale: Vert. Scale: As Noted	06–20–11	50% Submittal	
Unit Information Unit Leader Initials			

CITY of WESTMINSTER

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LIGHTING DESIGN AND ENGINEERING

NORRIS DESIGN

As Constructed
No Revisions:
Revised:
Void:

Westminster Station – Overall
Overall Site Plan

Designer: TSB
Detailer: SJH
Structure Numbers
Sheet Subset:
Subset Sheets: of

Project No./Code

Sheet Number 04 of __

W. 71ST AVE.

W. 71ST AVE.

IRVING STREET

42' ℄–℄
75' R.O.W.

HOOKER STREET

35' ℄–℄
71' R.O.W.

24' ℄–℄

PARKING GARAGE

GROVE STREET

42' ℄–℄
75' R.O.W.

FEDERAL BOULEVARD

W. 70TH AVE.

50' ℄–℄

51' ℄–℄
83' R.O.W.

28'

PLAZA FRONTAGE ROAD

42' ℄–℄
75' R.O.W.

GROVE STREET

35' ℄–℄
75' R.O.W.

SEE SHEET 06

SEE SHEET 06

N

50 25 0 50 100
SCALE: 1"=50'

MARTIN/MARTIN ASSUMES NO RESPONSIBILITY FOR UTILITY LOCATIONS. THE UTILITIES SHOWN ON THIS DRAWING HAVE BEEN PLOTTED FROM THE BEST AVAILABLE INFORMATION. IT IS, HOWEVER, THE CONTRACTORS RESPONSIBILITY TO FIELD VERIFY THE SIZE, MATERIAL, HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

FOR PLANNING PURPOSES ONLY (SEE PHASE 1 PLANS)

Print Date: June 20, 2011	Sheet Revisions		
File Name:	Date:	Comments	Init.
Horiz. Scale: Vert. Scale: As Noted	06–20–11	50% Submittal	
Unit Information Unit Leader Initials			

CITY of WESTMINSTER

MARTIN / MARTIN CONSULTING ENGINEERS

1101 Bannock Street
Denver, Colorado 80204
P 303.892.1166
F 303.892.1186
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CLANTON & ASSOCIATES
LIGHTING DESIGN AND ENGINEERING

NORRIS DESIGN

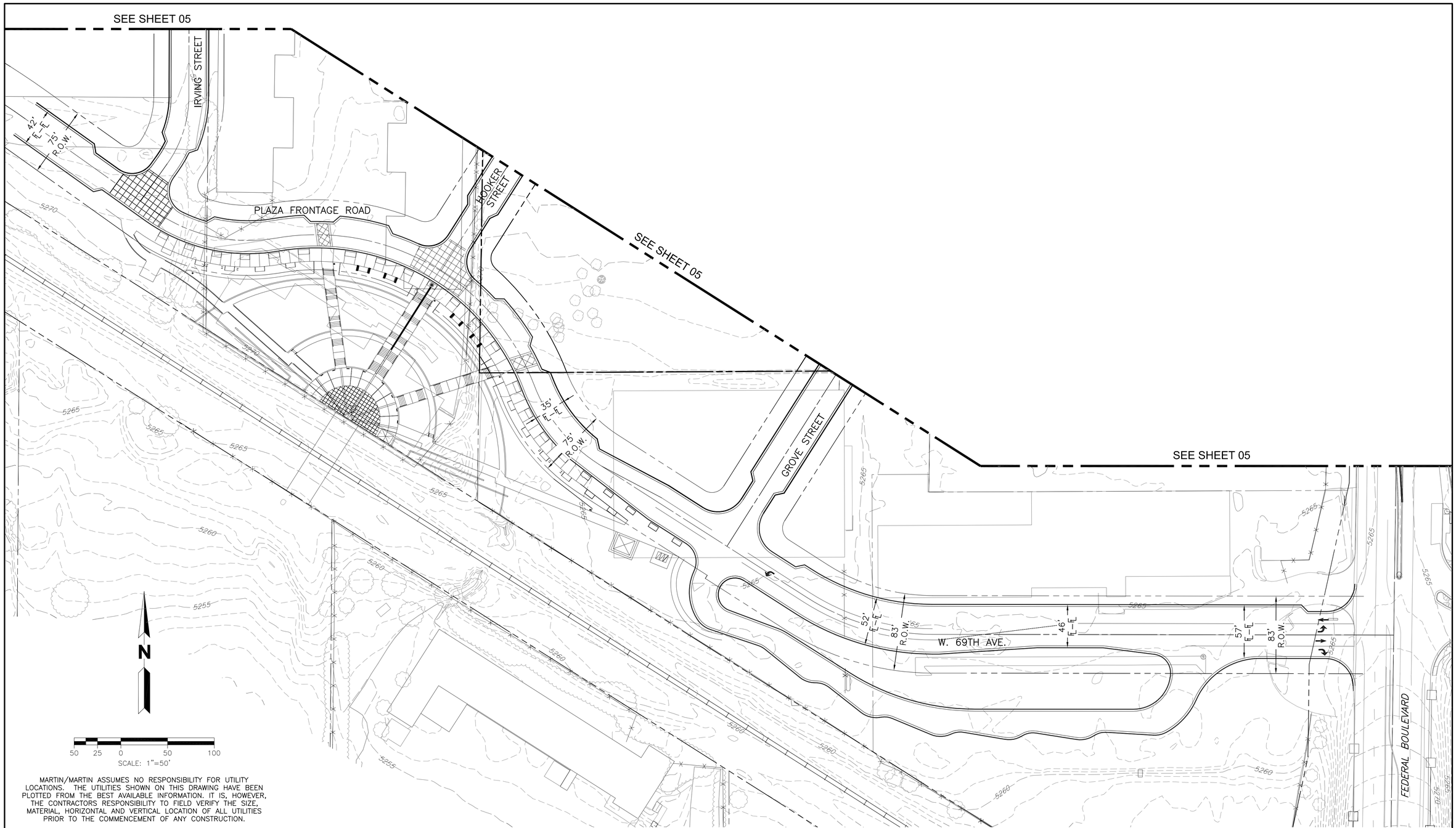
As Constructed
No Revisions:
Revised:
Void:

Westminster Station – Overall
Overall Existing Topography

Designer: TSB
Detailer: SJH
Structure Numbers
Sheet Subset:
Subset Sheets: of

Project No./Code

Sheet Number 05 of ___



MARTIN/MARTIN ASSUMES NO RESPONSIBILITY FOR UTILITY LOCATIONS. THE UTILITIES SHOWN ON THIS DRAWING HAVE BEEN PLOTTED FROM THE BEST AVAILABLE INFORMATION. IT IS, HOWEVER, THE CONTRACTORS RESPONSIBILITY TO FIELD VERIFY THE SIZE, MATERIAL, HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

FOR PLANNING PURPOSES ONLY (SEE PHASE 1 PLANS)

Print Date: June 20, 2011	Sheet Revisions		
File Name:	Date:	Comments	Init.
Horiz. Scale: Vert. Scale: As Noted	06-20-11	50% Submittal	
Unit Information Unit Leader Initials			

CITY of WESTMINSTER

MARTIN / MARTIN CONSULTING ENGINEERS
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Denver, Colorado 80204
P 303.892.1166
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LIGHTING DESIGN AND ENGINEERING

NORRIS DESIGN

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Revised:
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Westminster Station – Overall
Overall Existing Topography

Designer:	TSB	Structure Numbers	
Detailer:	SJH		
Sheet Subset:		Subset Sheets: of	

Project No./Code

Sheet Number 06 of ___

W. 71ST AVE.
IRVING STREET
HOOKER STREET
GROVE STREET
FEDERAL BOULEVARD
W. 70TH AVE.
PLAZA FRONTAGE ROAD
PARKING GARAGE
EXISTING 12" WATER
EXISTING 10" SANITARY SEWER
EXISTING 15" SANITARY SEWER
EXISTING 8" SANITARY SEWER
TIE TO EXIST. SANITARY MANHOLE
TIE TO EXIST. WATER MAIN
STORM INLET
STORM MANHOLE
STORM SEWER
SANITARY MANHOLE
SANITARY SEWER
FH ASSEMBLY
8" WATER
12" WATER
15" SANITARY SEWER RELOCATION (BY OTHERS)
15" SANITARY SEWER RELOCATION (BY OTHERS)
SANITARY MANHOLE (BY OTHERS)
SANITARY MANHOLE CONNECT TO 15" SANITARY FROM NORTH (BY OTHERS)
8" SANITARY SEWER RELOCATION (BY OTHERS)
PLAZA STORM OUTFALL (BY OTHERS)
STORM INLETS
SEE SHEET 08
N
SCALE: 1"=50'
50 25 0 50 100

MARTIN/MARTIN ASSUMES NO RESPONSIBILITY FOR UTILITY LOCATIONS. THE UTILITIES SHOWN ON THIS DRAWING HAVE BEEN PLOTTED FROM THE BEST AVAILABLE INFORMATION. IT IS, HOWEVER, THE CONTRACTORS RESPONSIBILITY TO FIELD VERIFY THE SIZE, MATERIAL, HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

FOR PLANNING PURPOSES ONLY (SEE PHASE 1 PLANS)

Print Date: June 20, 2011	Sheet Revisions		
File Name:	Date:	Comments	Init.
Horiz. Scale: Vert. Scale: As Noted	06-20-11	50% Submittal	
Unit Information Unit Leader Initials			

CITY of WESTMINSTER

MARTIN / MARTIN CONSULTING ENGINEERS

CLANTON & ASSOCIATES LIGHTING DESIGN AND ENGINEERING

1101 Bannock Street
Denver, Colorado 80204
P 303.892.1166
F 303.892.1186
www.norris-design.com

NORRIS DESIGN

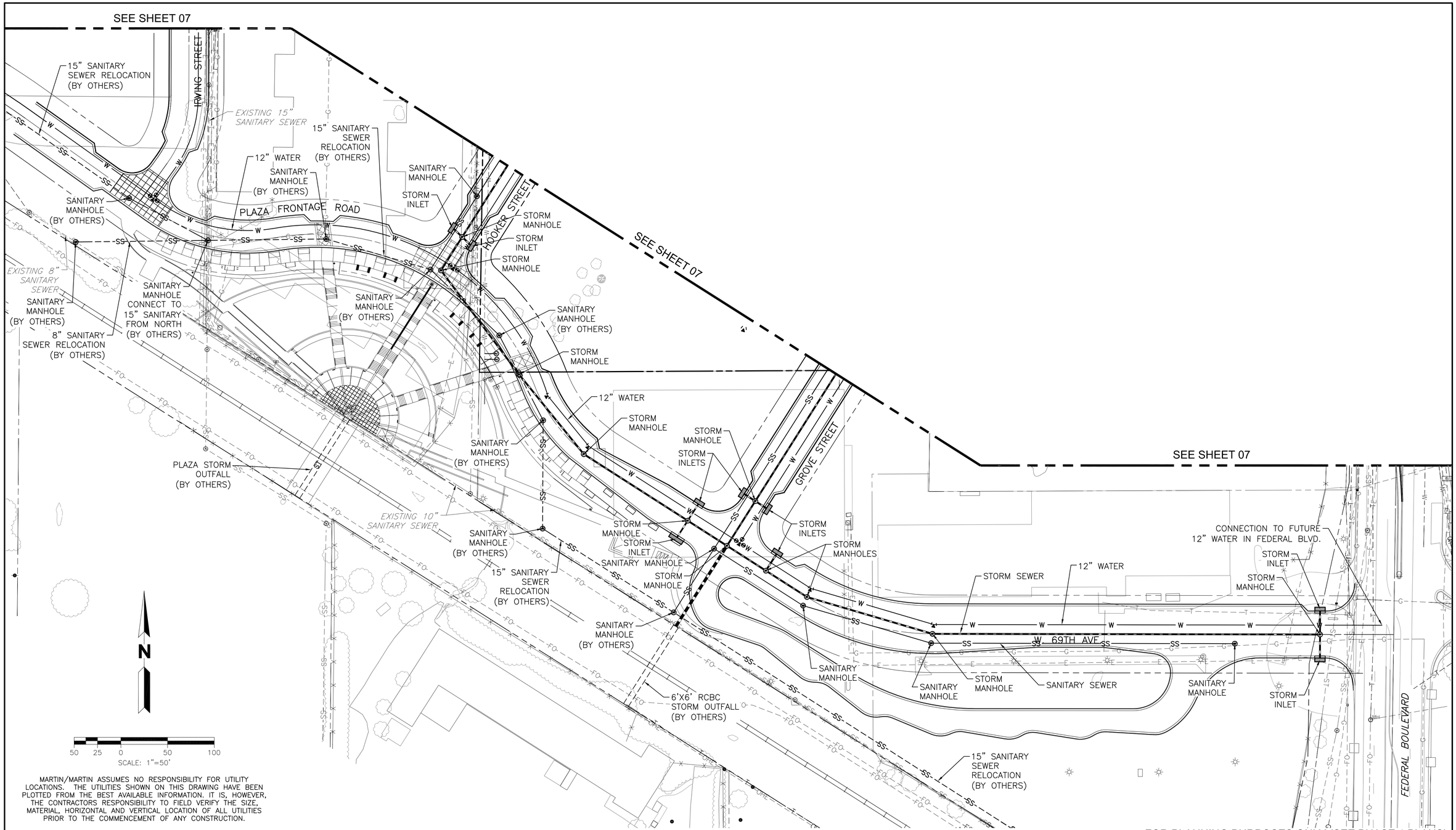
As Constructed
No Revisions:
Revised:
Void:

Westminster Station – Overall
Overall Utility Plan

Designer: TSB
Detailer: SJH
Structure Numbers
Sheet Subset:
Subset Sheets: of

Project No./Code

Sheet Number 07 of ___



MARTIN/MARTIN ASSUMES NO RESPONSIBILITY FOR UTILITY LOCATIONS. THE UTILITIES SHOWN ON THIS DRAWING HAVE BEEN PLOTTED FROM THE BEST AVAILABLE INFORMATION. IT IS, HOWEVER, THE CONTRACTORS RESPONSIBILITY TO FIELD VERIFY THE SIZE, MATERIAL, HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

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F 303.892.1186
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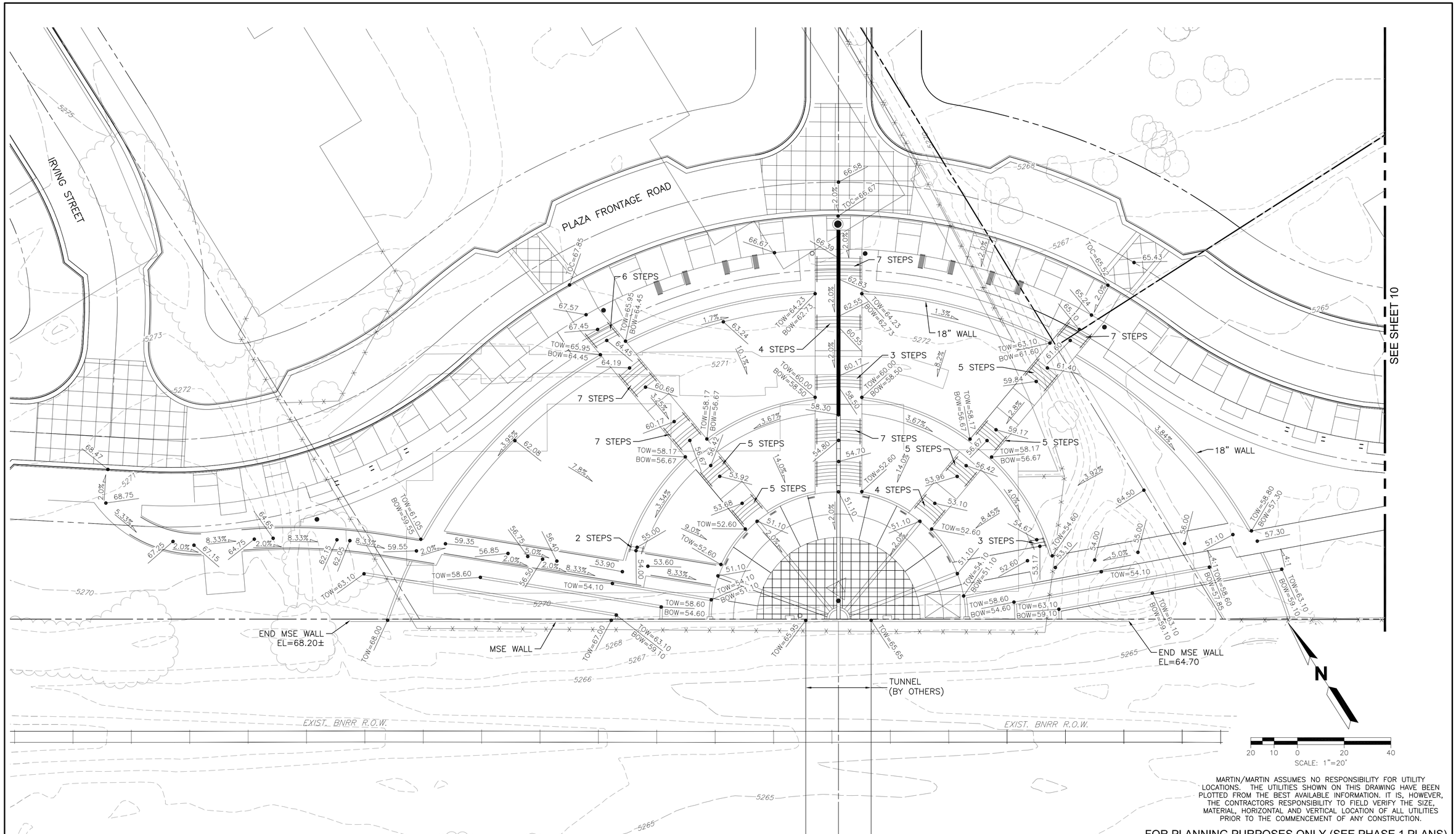

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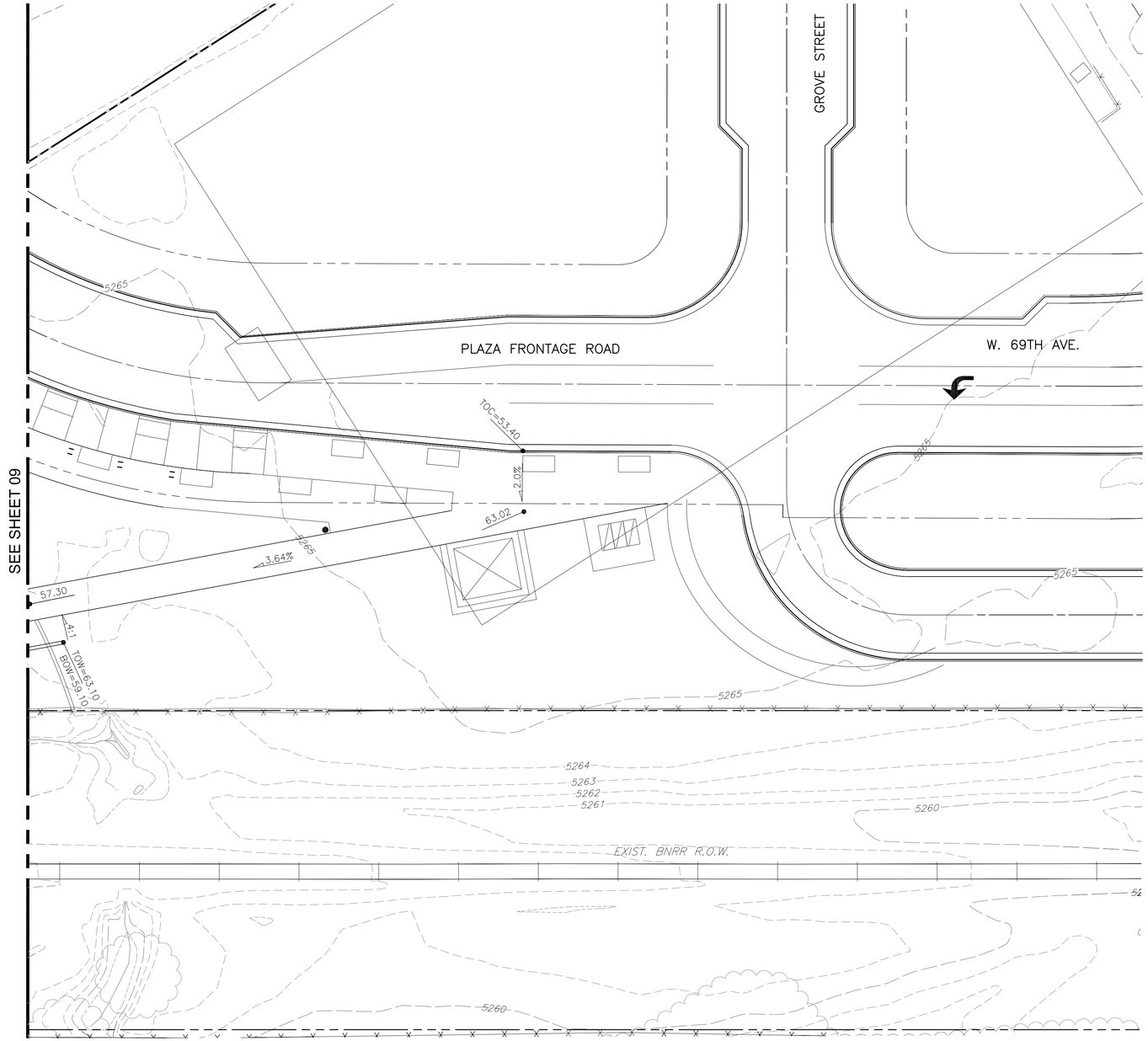

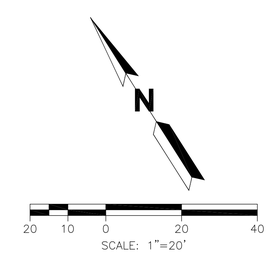

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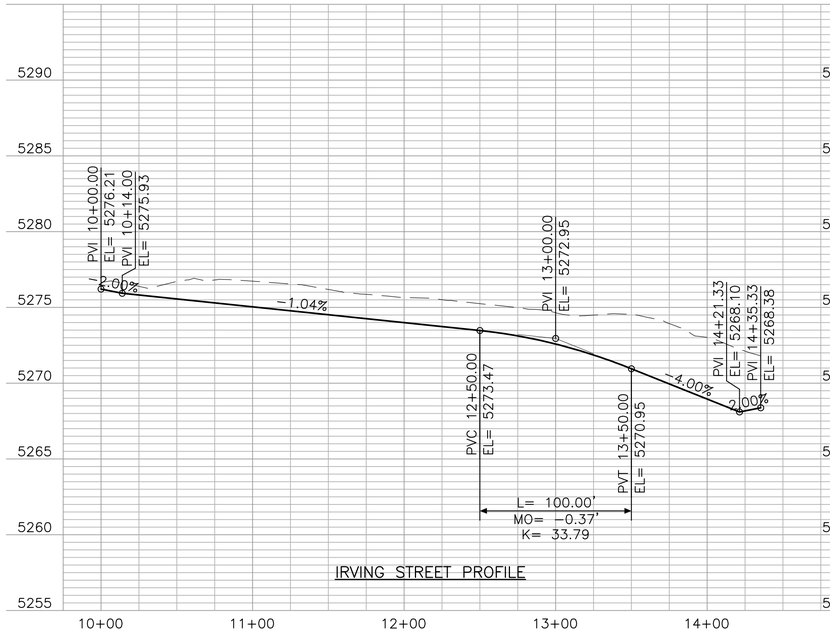
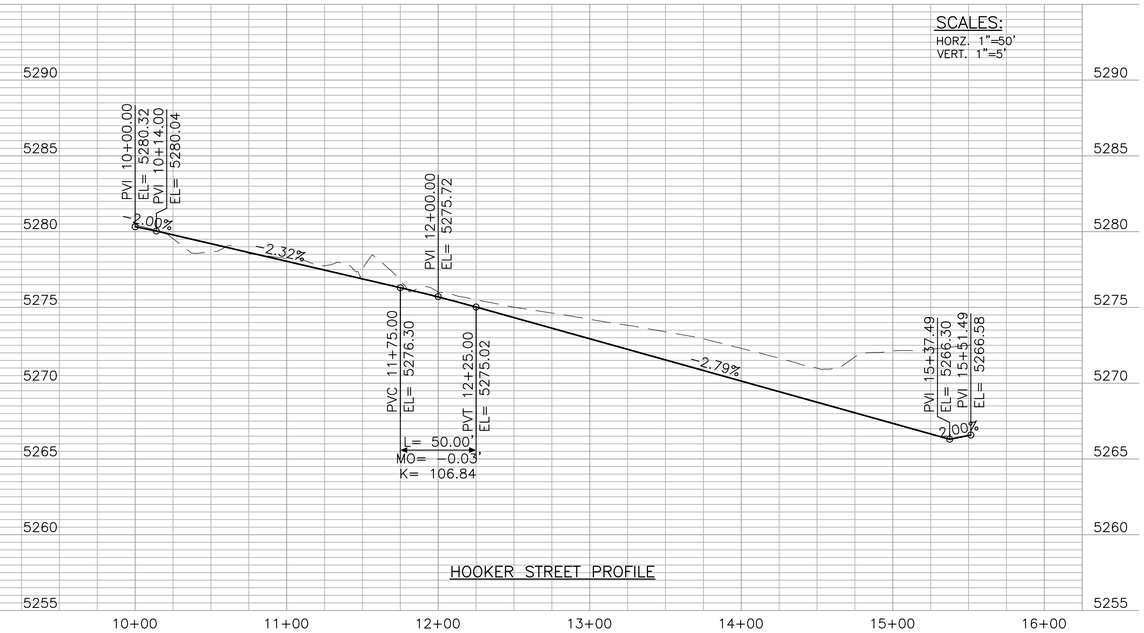


IRVING STREET PROFILE



HOOKER STREET PROFILE

GROVE STREET PROFILE

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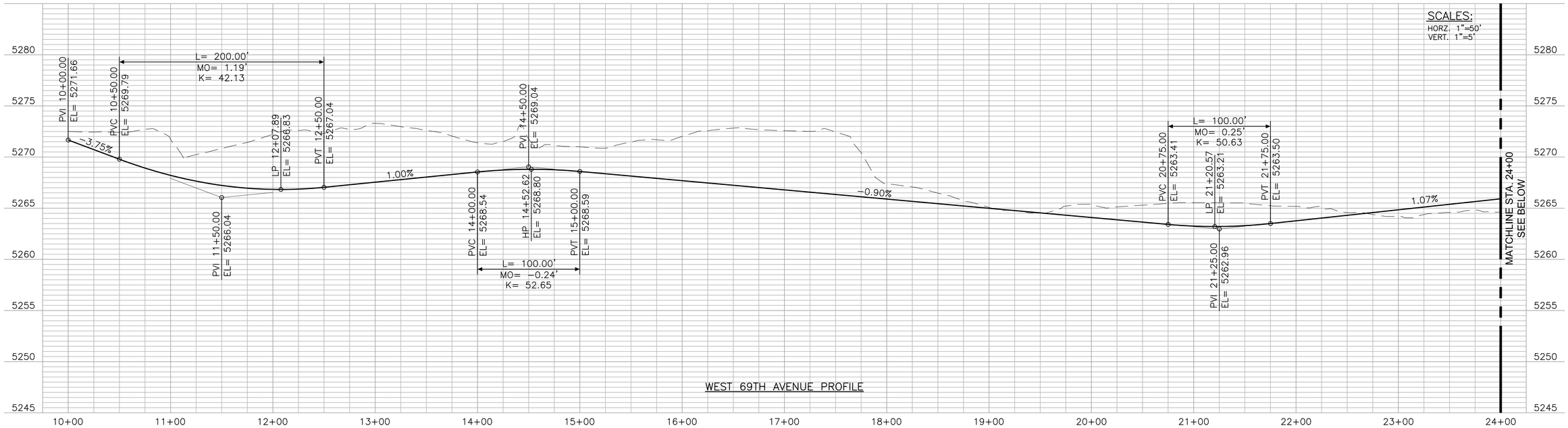

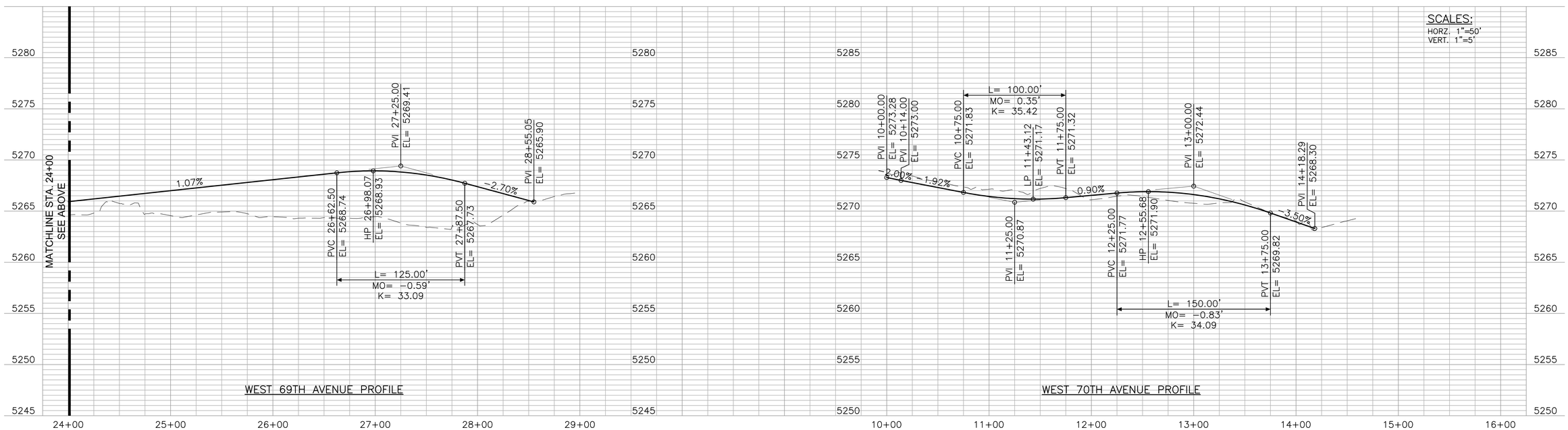

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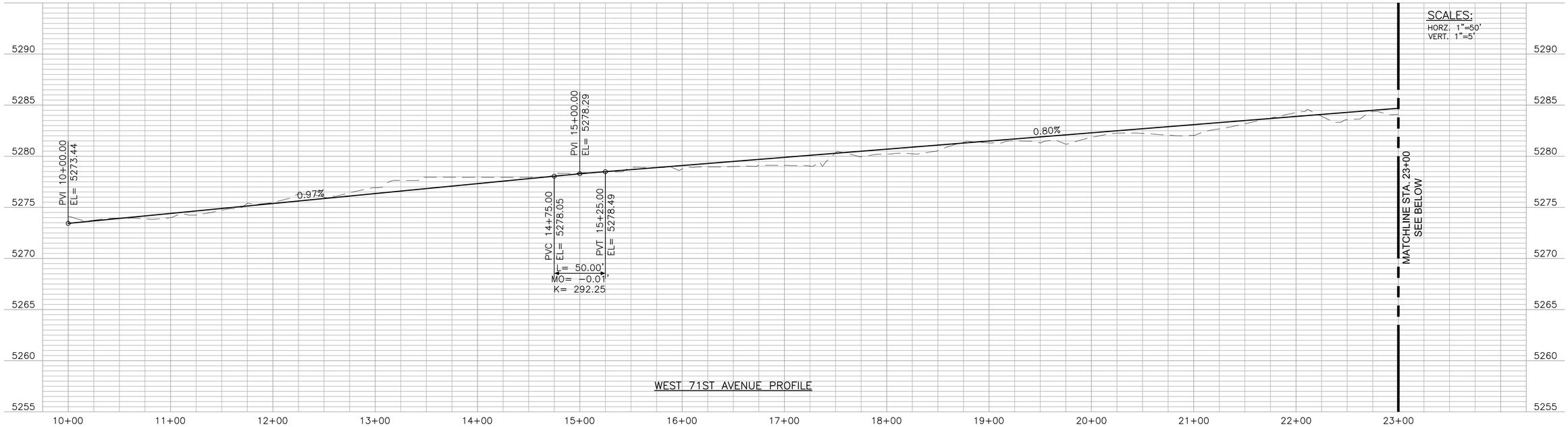

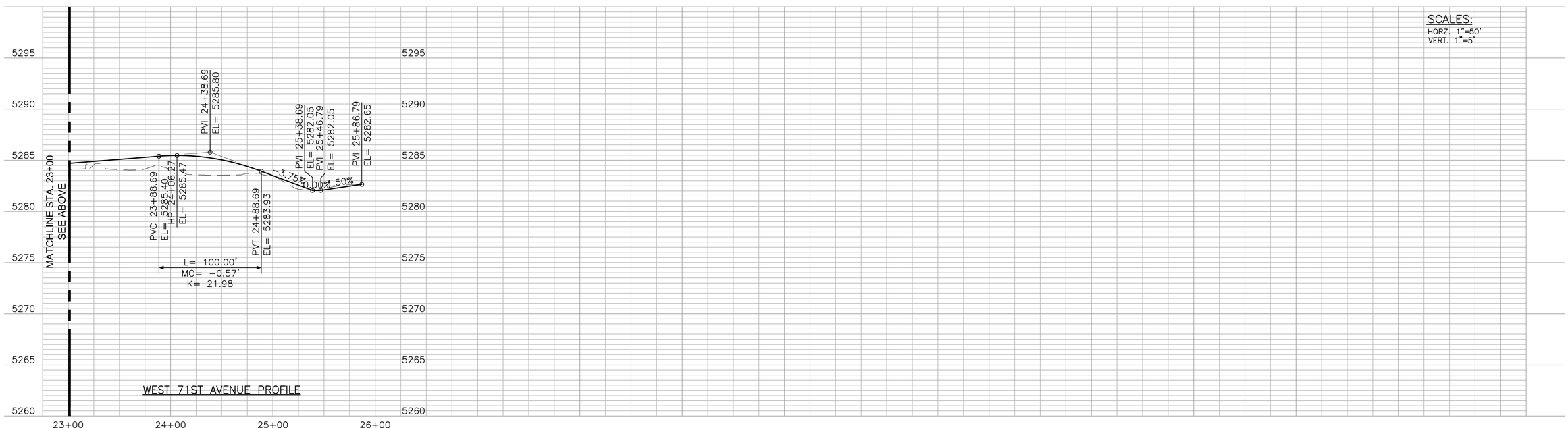

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IRVING STREET

30" STONE CLAD RETAINING WALL WITH CAP TYP.

CRUSHER FINES WITH TACKIFIER TYP.

ORNAMENTAL GRASS PLANTING BED TYP.

CONCRETE CROSSWALK

4 BENCHES

LIMIT OF WORK

PLAZA FRONTAGE ROAD

HOOKER STREET

TRASH RECEPTACLE

POTENTIAL PUBLIC ART LOCATION

DECORATIVE CONCRETE BAND

PARKING GARAGE

4 BIKE LOCKERS (AT LEAST 250' FROM PLATFORM)

TRASH RECEPTACLE

WAYFINDING SIGN TYP.

6 BIKE RACKS

12'

5'-6"

60'-7"

10'

3 L-2 RUNNEL

TURF TYP.

STONE CLAD LANDSCAPE RETAINING WALLS WITH CAPS(3' AVG. HEIGHT) RE: ENGINEERING PLANS

HANDRAIL TYP.

ACCESSIBLE ROUTE

6'

CONCRETE CROSSWALK

NOLAN RV PROPERTY LINE

16'

18" STONE CLAD SEAT WALL WITH CAP TYP.

TRENCH DRAIN WITH METAL COVER

2 L-2

13'

STONE CLAD WALL AT TUNNEL ENTRANCE (SEE ELEVATION, PAGE L-3)

TRASH RECEPTACLE

POTENTIAL ICONIC TOWER ELEMENT

54'-3"

34'

6'

14'-6"

6 BIKE RACKS

1 L-2

4 L-2

10'

"WESTMINSTER STATION" SIGN OVER TUNNEL (SEE ELEVATION, PAGE L-3)

WAYFINDING SIGNAGE

GROVE STREET

DECORATIVE TILE ARTWORK ON BOTH SIDES OF THE TUNNEL (WALL TO HAVE WATER THEME COVERING 40% OF EACH WALL)

TRENCH DRAIN WITH METAL COVER

DECORATIVE TILE LIGHTING AND CEILING LIGHTING IN TUNNEL

RTD SHELTER AND FARE COLLECTION EQUIPMENT

STONE CLAD LANDSCAPE RETAINING WALLS WITH CAPS (3' AVG. HEIGHT) RE: ENGINEERING PLANS

STREET WAYFINDING SIGNAGE ON VERTICAL FACE OF SEATWALL TYP.

RAILROAD ROW STRUCTURAL WALL (VINES ON BOLT AND CABLE SYSTEM)

LIMIT OF WORK

PLAZA FRONTAGE ROAD

ACCESSIBLE ROUTE

POTENTIAL LOCATION OF HISTORIC TRAIN DEPOT RECONSTRUCTION

TRASH RECEPTACLE

6 BIKE LOCKERS (AT LEAST 250' FROM PLATFORM)

BUS DROP-OFF AREA

SITE AMENITIES LEGEND

- BIKE LOCKERS
- BENCH
- POTENTIAL ART LOCATION
- TRASH RECEPTACLE
- WAYFINDING SIGNAGE
- STREET WAYFINDING SIGNAGE
- BIKE RACK

LANDSCAPE LEGEND

- DECIDUOUS CANOPY TREE
- EVERGREEN TREE
- DECIDUOUS ORNAMENTAL TREE
- DECIDUOUS SHRUBS
- EVERGREEN SHRUB
- ORNAMENTAL GRASSES
- VINES

NORTH

0 15 30 60

SCALE: 1" = 30'

NOTE:
PLANS FOR THIS TRANSITION PLAZA ARE DEPENDENT ON FLOODPLAIN MITIGATION ISSUES RELATED TO THE ADDITIONAL TRACK INSTALLATION UNDER THE FEDERAL BOULEVARD BRIDGE THAT IS LOCATED WITHIN A FEMA FLOODWAY. DENVER TRANSIT PARTNERS IS EVALUATING THE DESIGN ALTERNATIVES AND WILL SET A MEETING WITH RTD, ADAMS COUNTY, URBAN DRAINAGE AND THE CITY OF WESTMINSTER TO REVIEW THE OPTIONS.

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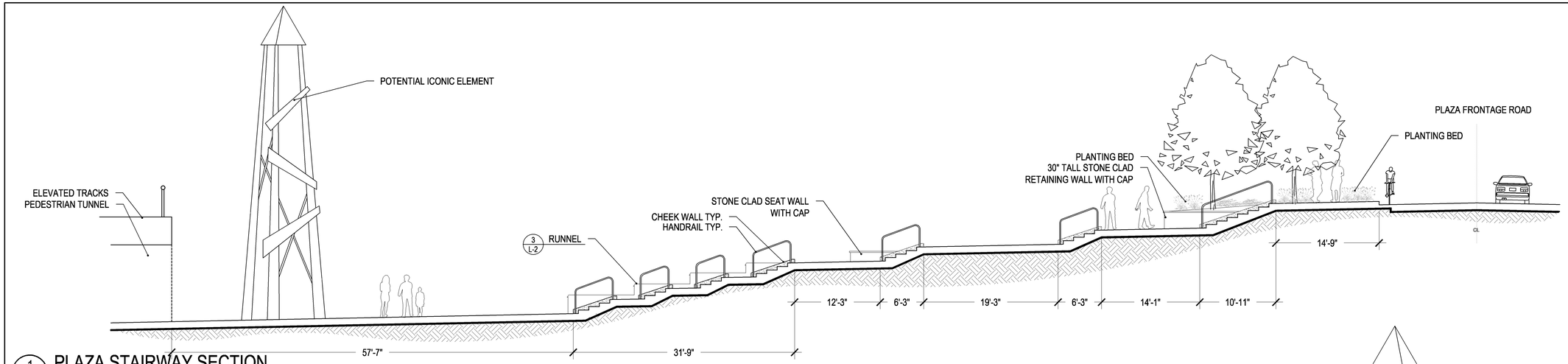
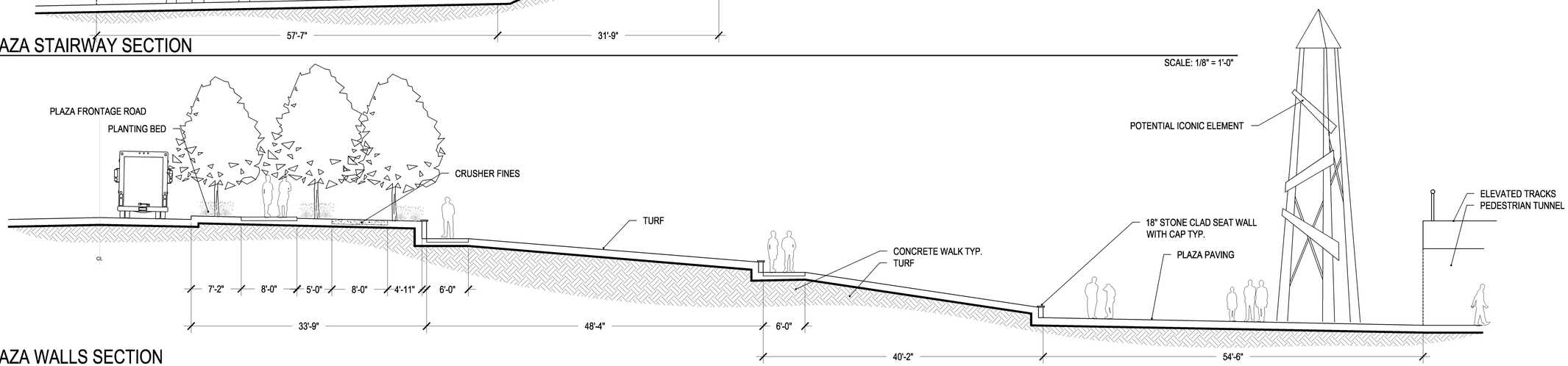


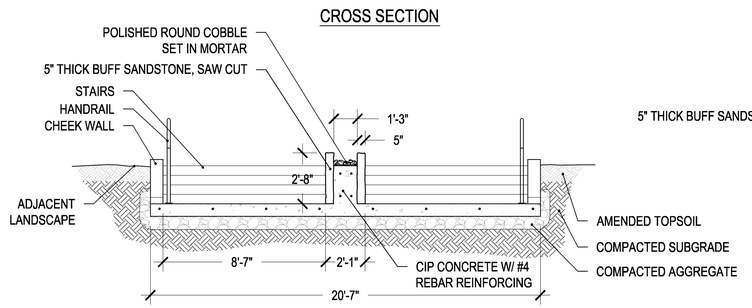
1 L-2 PLAZA STAIRWAY SECTION

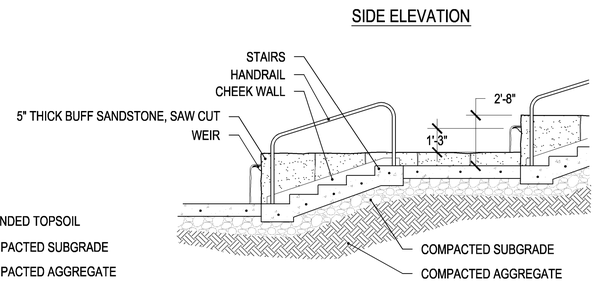
SCALE: 1/8" = 1'-0"



2 L-2 PLAZA WALLS SECTION

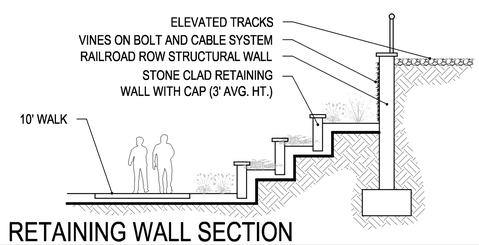
SCALE: 1/8" = 1'-0"





3 L-2 RUNNEL DETAIL

SCALE: 1/4" = 1'-0"



4 L-2 RETAINING WALL SECTION

SCALE: 1/8" = 1'-0"

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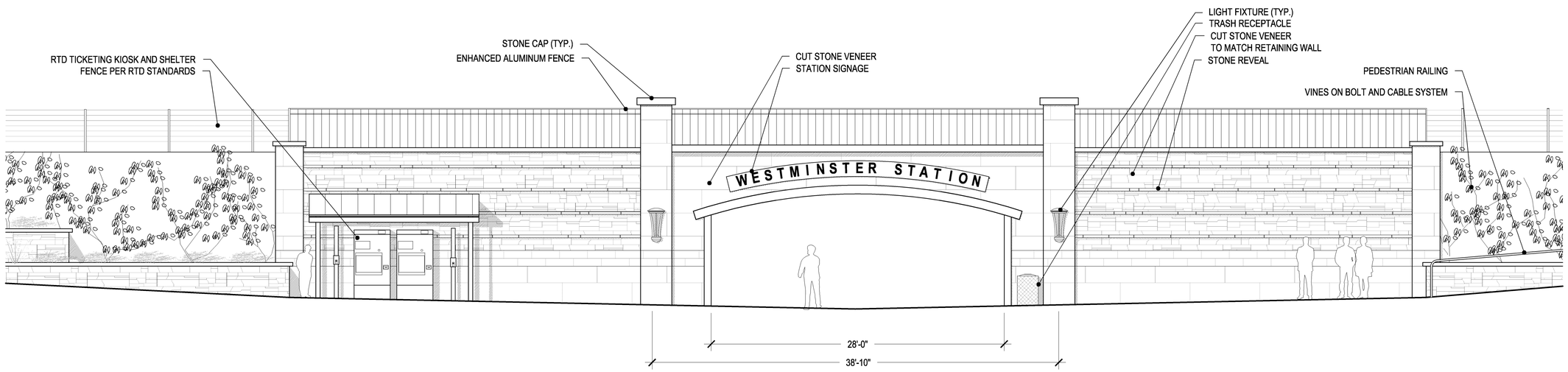
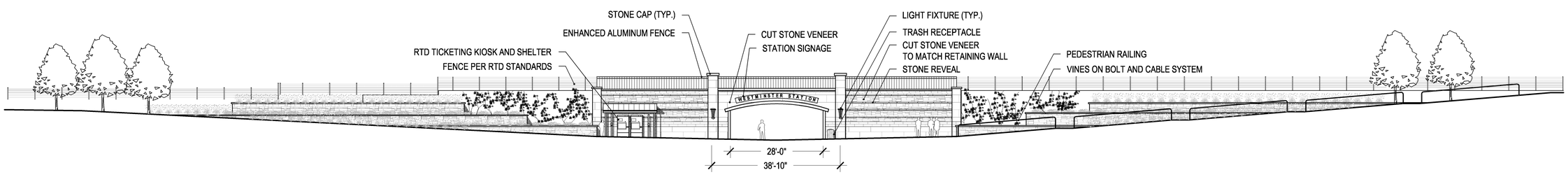


1 / L-3 ENLARGEMENT - TUNNEL FACADE ELEVATION
SCALE: 3/16" = 1'-0"



2 / L-3 TUNNEL FACADE ELEVATION
SCALE: 1/16" = 1'-0"

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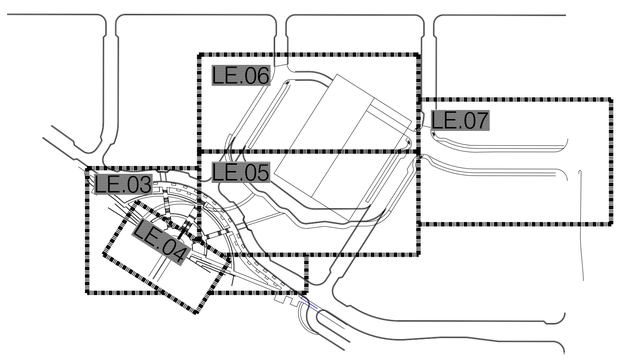
LIGHTING LEGEND

SYMBOL	DESCRIPTION	MANUFACTURER / MODEL	LAMP TYPE	WATTS
G1	TYPE 'G1' PEDESTRIAN LIGHT STANDARD 12'-0" POLE HEIGHT	LANDSCAPE FORMS, INC. ALCOTT	LED	65
G2	TYPE 'G2' PEDESTRIAN BOLLARD 3'-0" HEIGHT	LANDSCAPE FORMS, INC. HAWTHORNE	LED	8
G3	TYPE 'G3' LANDSCAPE ACCENT INGRADE UP-LIGHT	HYDREL M9710 SERIES	LED	22
P1	TYPE 'P1' STREET LIGHT STANDARD 30'-0" POLE HEIGHT	WIDELITE AL3R SERIES	QL INDUCTION	165
P2-1	TYPE 'P2-1' PEDESTRIAN LIGHT STANDARD 12'-0" POLE HEIGHT	WIDELITE AL2R SERIES	METAL HALIDE	70
P2-2	TYPE 'P2-2' PEDESTRIAN LIGHT STANDARD 12'-0" POLE HEIGHT	WIDELITE AL2R SERIES	METAL HALIDE	70
R1	TYPE 'R1' WALL RECESSED STEP LIGHT 3'-0" HEIGHT	WINONA LIGHTING STEP 03 - 3 INCH	LED	6
R2	TYPE 'R2' CEILING RECESSED DOWNLIGHTLED	ERCO LC DOWNLIGHT LED	LED	14
S1	TYPE 'S1' COVE UPLIGHT 8'-0" HEIGHT	iLIGHT PLEXINEON - WHITE 2X	LED	5 / LF
S2	TYPE 'S2' RUNNEL ACCENT LINEAR	iLIGHT PLEXINEON - WHITE 1X	LED	3 / FT
S3	TYPE 'S3' WALL GRAZE LINEAR	COLOR KINETICS eW GRAZE POWERCORE	LED	15 / LF
S4	TYPE 'S4' CEILING MOUNTED WALL WASH WITH SPREAD LENS	AMERLUX EVOKE 4.75" SQUARE ADJUSTABLE	LED	24
S5	TYPE 'S5' TUNNEL SIGNAGE LINEAR	CUSTOM SIGNAGE MFR. TBD	LED	5 / LF
W1	TYPE 'W1' WALL MOUNTED TYPE 3 AREA LIGHT	INVUE ENC - ENTRI LED ROUND	LED	53
	FEATURE TOWER • ACCENT / FEATURE LIGHTING LED (COLOR CHANGING) (T.B.D.) • AREA DOWNLIGHT (T.B.D.) LED (WHITE) OR METAL HALIDE	TBD	TBD	TBD

ELECTRICAL LEGEND

SYMBOL	DESCRIPTION
	2" SCHEDULE 40 PVC CONDUIT BURIED IN 24" DEEP TRENCH AND COMPRESSION BACKFILL (4#8 THWN & 1#8 GND) UNLESS NOTED OTHERWISE.
	CIRCUIT HOMERUN. NUMBER OF ARROWS INDICATE NUMBER OF CIRCUITS. REFER TO PANEL SCHEDULES.
S S	SECURITY CAMERA POWER CONDUIT (TO BE DETERMINED). PROVIDE EMPTY SCHEDULE 40 PVC CONDUIT WITH PULL STRING UNLESS NOTED OTHERWISE. CONDUIT SIZE AS SHOWN ON PLANS
V V	VIDEO COMMUNICATION CONDUIT (TO BE DETERMINED). PROVIDE EMPTY SCHEDULE 40 PVC CONDUIT WITH PULL STRING UNLESS NOTED OTHERWISE. CONDUIT SIZE AS SHOWN ON PLANS.
S1 S2	CAST POLYMER CONCRETE SPLICEBOX INSTALLED FLUSH TO GRADE OR SIDEWALK WITH HEAVY DUTY TRAFFIC RATED COVER. S1 = SMALL BOX (18"x11") ANSI TIER 22 S2 = LARGE BOX (24"X13") ANSI TIER 22
S S	3" SCHEDULE 80 PVC SLEEVE UNDER ROADWAY OR DRIVEWAY TERMINATING IN SLICE BOXES AT EACH END.
LCC	LIGHTING CONTROL CENTER COMPLETE WITH METER, DISCONNECT, PANEL, PHOTOCELL, TIME SWITCH, HOA AND LIGHTING CONTACTORS. COORDINATE EXACT LOCATION IN FIELD WITH ENGINEER AND LANDSCAPE ARCHITECT PRIOR TO ROUGH-IN. LCC1 = W 24" x D 17" x H 48"
	SECURITY CAMERA LOCATION - PROVIDED BY RTD. LOCATIONS TO BE DETERMINED BY RTD.



LIGHTING SHEET KEY MAP

NOT TO SCALE

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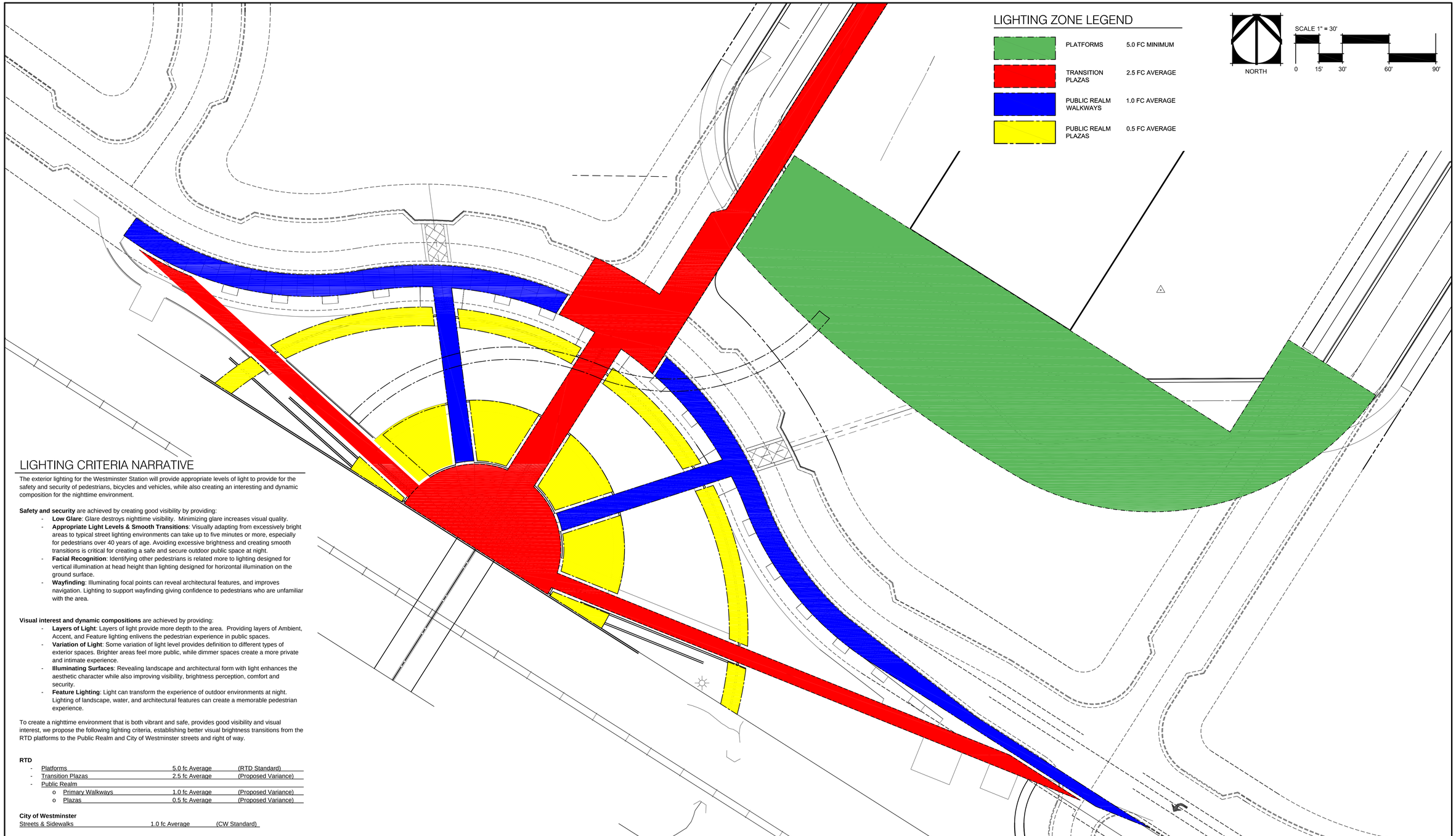

LIGHTING CRITERIA NARRATIVE

The exterior lighting for the Westminster Station will provide appropriate levels of light to provide for the safety and security of pedestrians, bicycles and vehicles, while also creating an interesting and dynamic composition for the nighttime environment.

Safety and security are achieved by creating good visibility by providing:

- **Low Glare**: Glare destroys nighttime visibility. Minimizing glare increases visual quality.
- **Appropriate Light Levels & Smooth Transitions**: Visually adapting from excessively bright areas to typical street lighting environments can take up to five minutes or more, especially for pedestrians over 40 years of age. Avoiding excessive brightness and creating smooth transitions is critical for creating a safe and secure outdoor public space at night.
- **Facial Recognition**: Identifying other pedestrians is related more to lighting designed for vertical illumination at head height than lighting designed for horizontal illumination on the ground surface.
- **Wayfinding**: Illuminating focal points can reveal architectural features, and improves navigation. Lighting to support wayfinding giving confidence to pedestrians who are unfamiliar with the area.

Visual interest and dynamic compositions are achieved by providing:

- **Layers of Light**: Layers of light provide more depth to the area. Providing layers of Ambient, Accent, and Feature lighting enlivens the pedestrian experience in public spaces.
- **Variation of Light**: Some variation of light level provides definition to different types of exterior spaces. Brighter areas feel more public, while dimmer spaces create a more private and intimate experience.
- **Illuminating Surfaces**: Revealing landscape and architectural form with light enhances the aesthetic character while also improving visibility, brightness perception, comfort and security.
- **Feature Lighting**: Light can transform the experience of outdoor environments at night. Lighting of landscape, water, and architectural features can create a memorable pedestrian experience.

To create a nighttime environment that is both vibrant and safe, provides good visibility and visual interest, we propose the following lighting criteria, establishing better visual brightness transitions from the RTD platforms to the Public Realm and City of Westminster streets and right of way.

RTD

- Platforms	5.0 fc Average	(RTD Standard)
- Transition Plazas	2.5 fc Average	(Proposed Variance)
- Public Realm		
o Primary Walkways	1.0 fc Average	(Proposed Variance)
o Plazas	0.5 fc Average	(Proposed Variance)

City of Westminster

Streets & Sidewalks	1.0 fc Average	(CW Standard)

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F 303.892.1186
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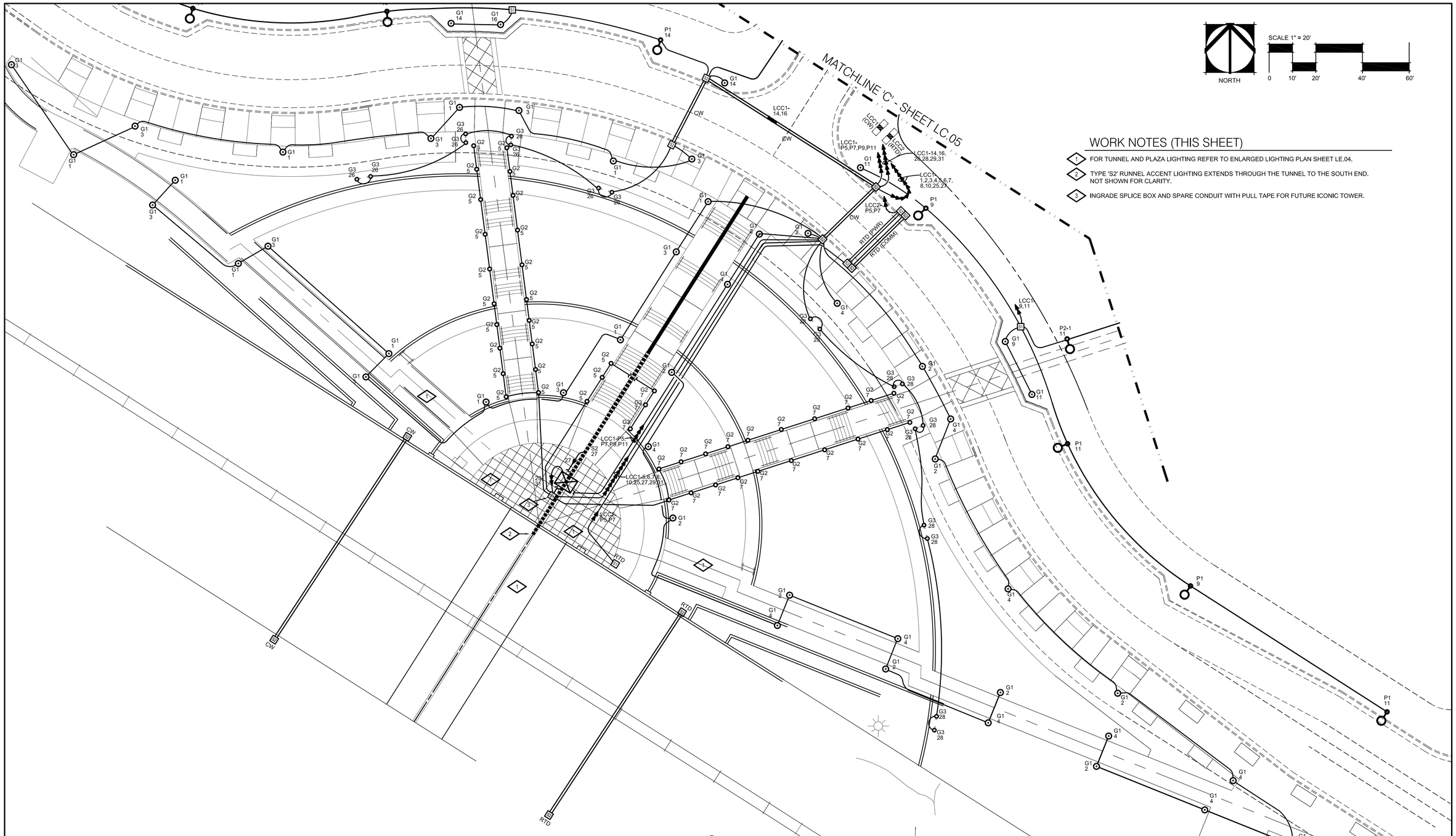

WORK NOTES (THIS SHEET)

1. FOR TUNNEL AND PLAZA LIGHTING REFER TO ENLARGED LIGHTING PLAN SHEET LE.04.
2. TYPE 'S2' RUNNEL ACCENT LIGHTING EXTENDS THROUGH THE TUNNEL TO THE SOUTH END. NOT SHOWN FOR CLARITY.
3. INGRADE SPLICE BOX AND SPARE CONDUIT WITH PULL TAPE FOR FUTURE ICONIC TOWER.

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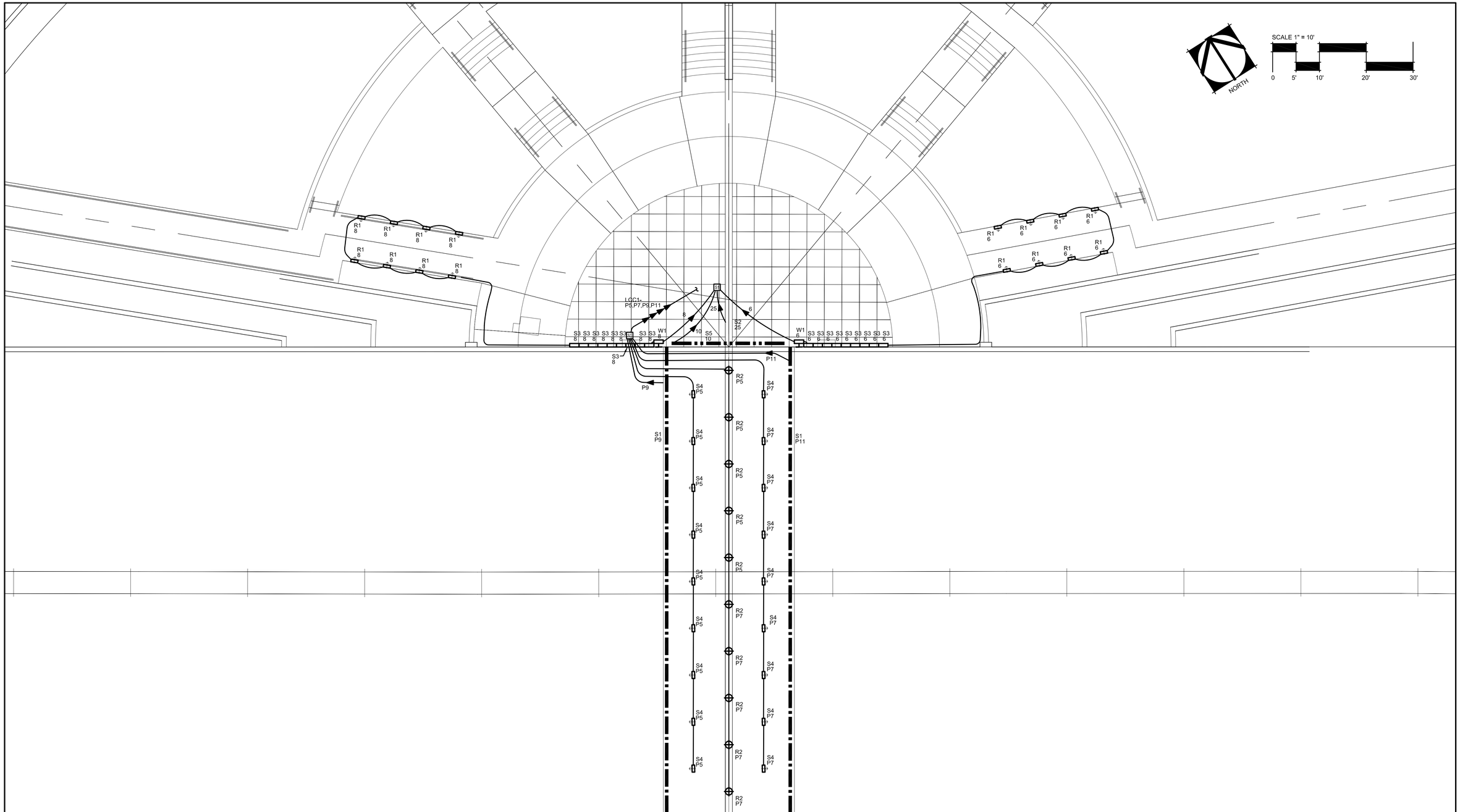

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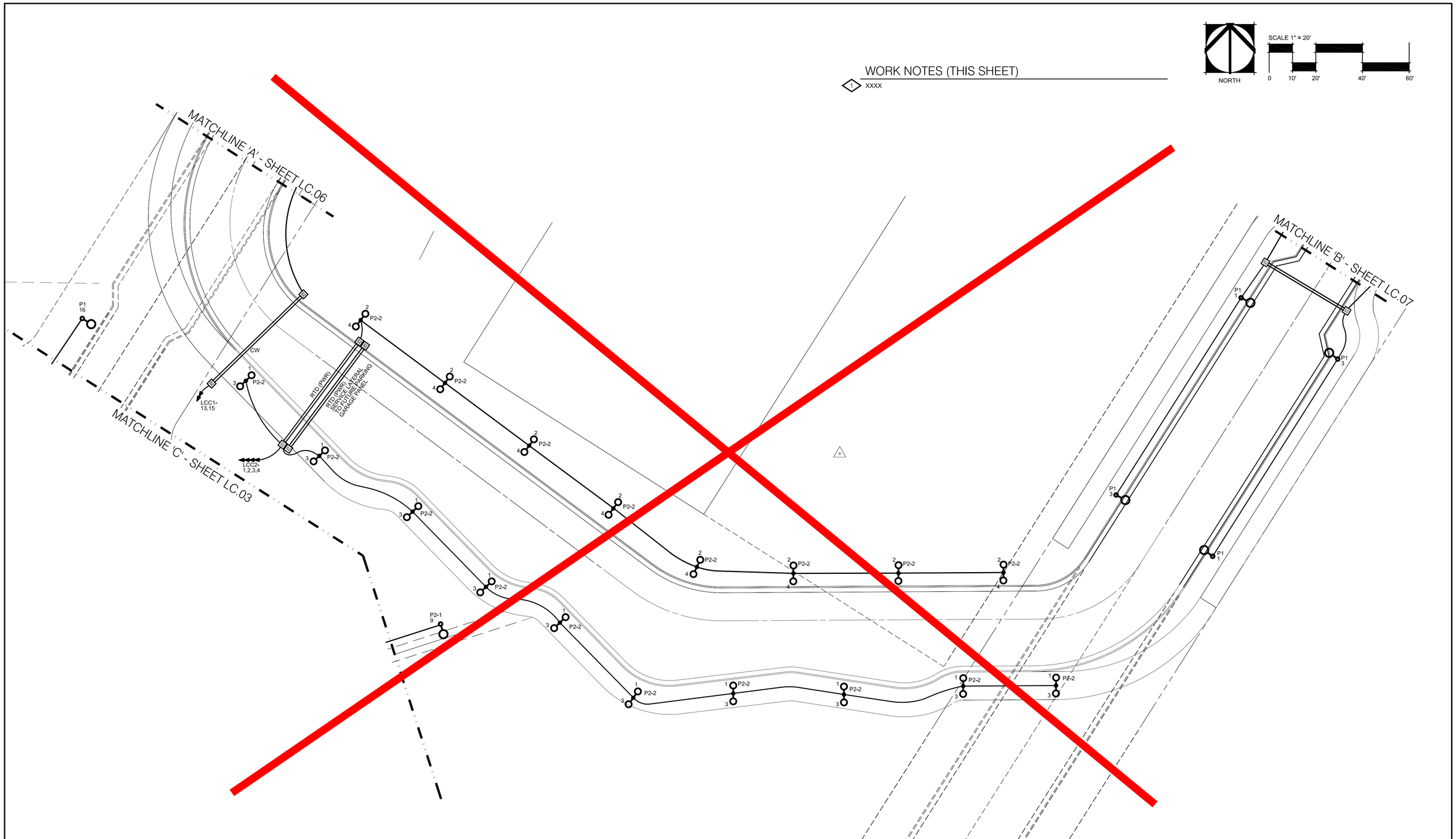

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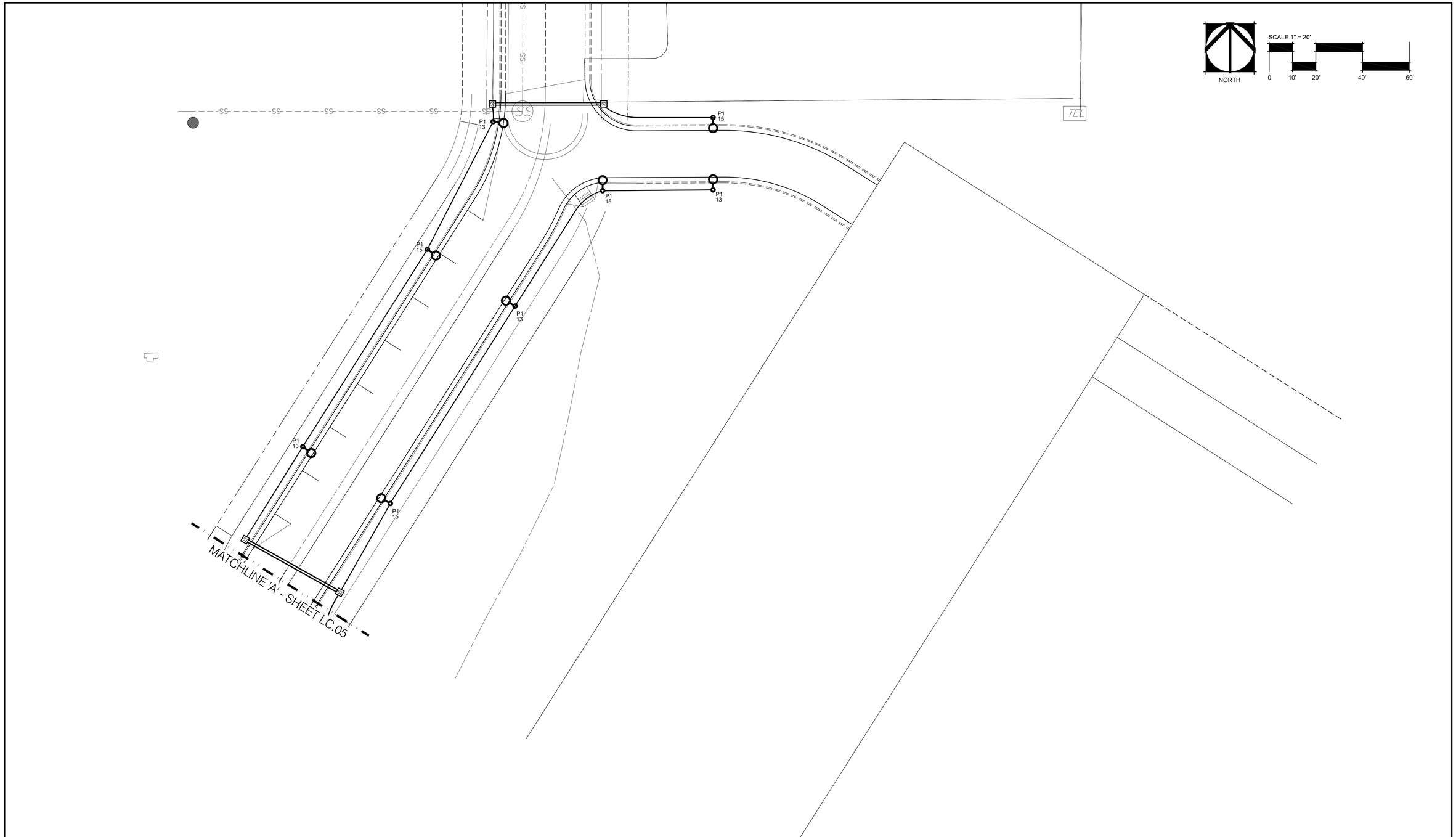

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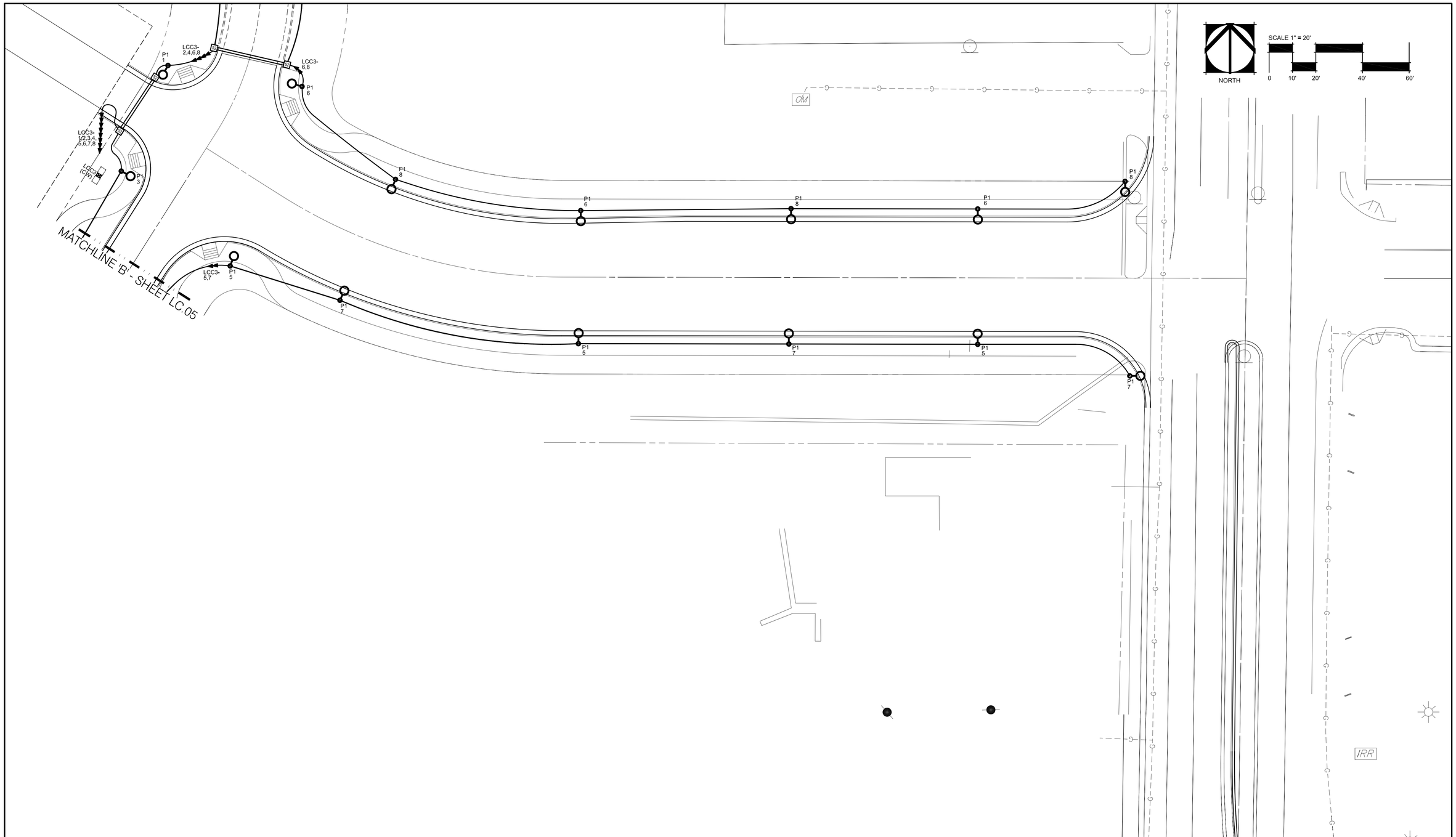

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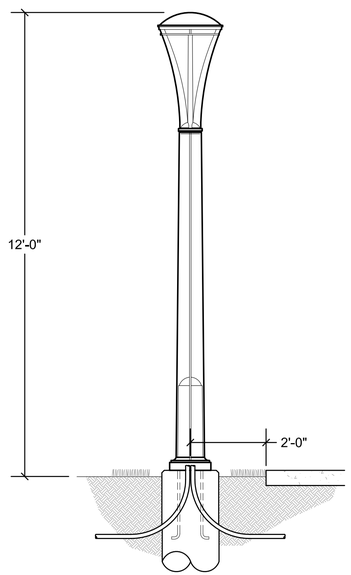
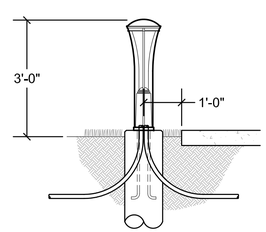


TYPE 'G1'
PEDESTRIAN LIGHT
NOT TO SCALE



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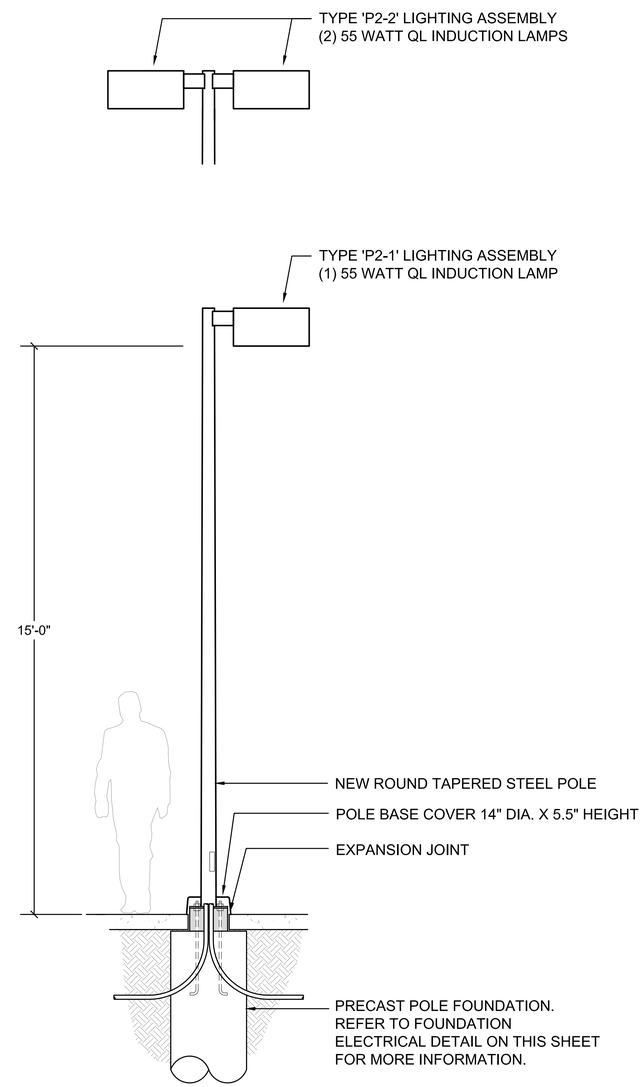
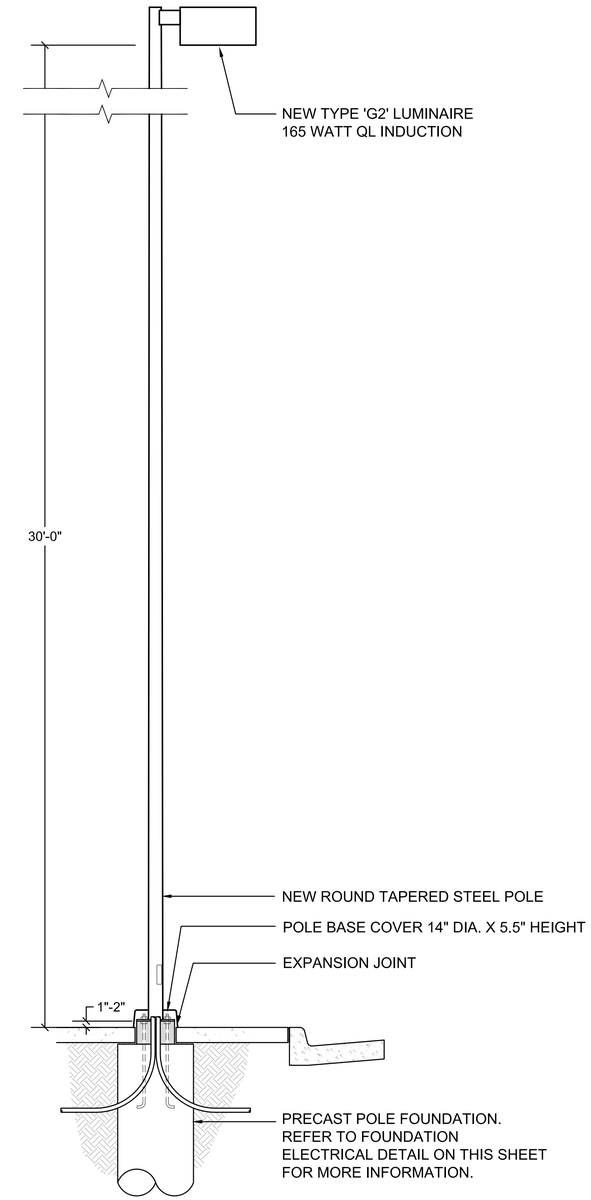
BOLLARD
NOT TO SCALE



TYPE 'P2-1' & 'P2-2'
RTD PLATFORM PEDESTRIAN LIGHT
NOT TO SCALE



TYPE 'P1'
STREET LIGHT
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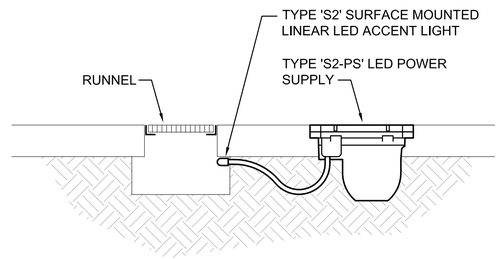

TYPE 'S2'
RUNNEL LED ACCENT LIGHT
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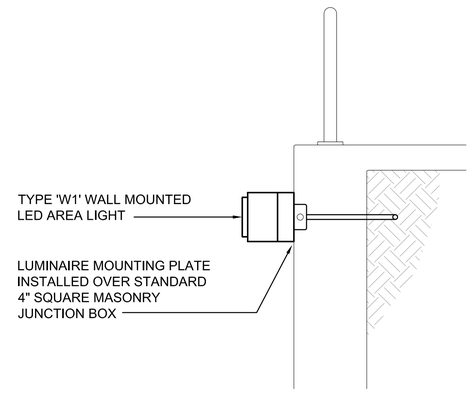
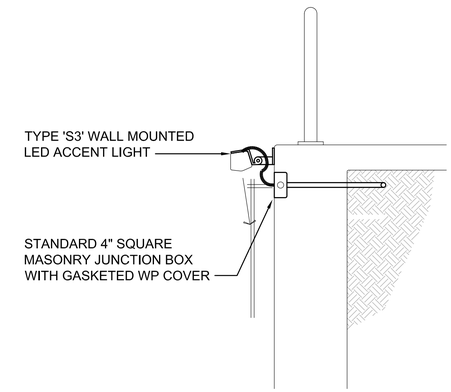


TYPE 'W1'
AREA LIGHT
NOT TO SCALE



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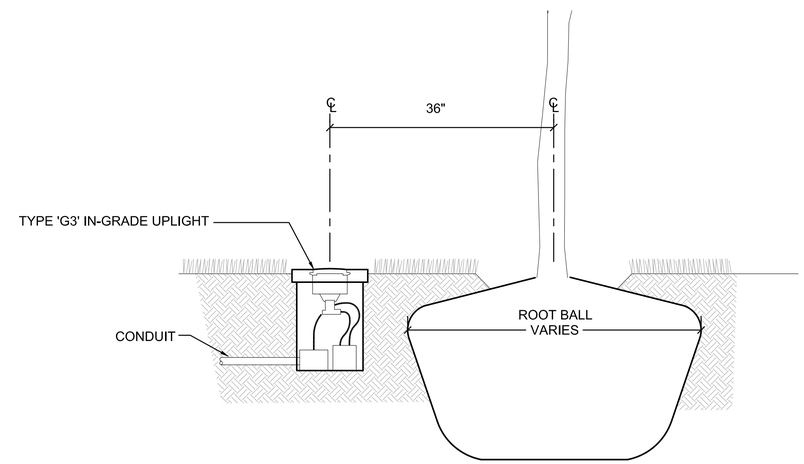
LED ACCENT LIGHT
NOT TO SCALE



TYPE 'G3'
INGRADE LANDSCAPE UPLIGHT
NOT TO SCALE

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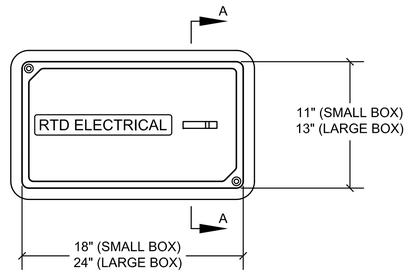
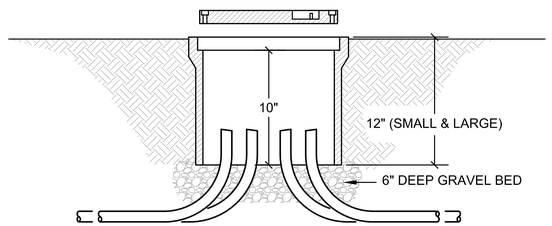


PLAN VIEW



SECTION A-A

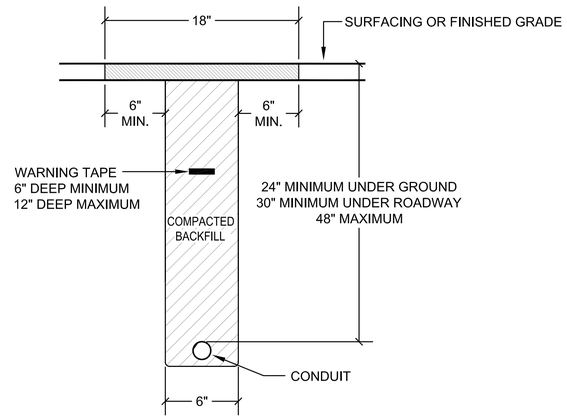
NOTES:

1. SPLICE BOX SHALL BE CAST POLYMER CONCRETE TYPE WITH HEAVY-DUTY TRAFFIC RATED COVER (ENGRAVED TEXT AS SHOWN) BY QUAZITE OR APPROVED EQUAL.

S1 S2 2. S1 = SMALL BOX (18"x11") SHALL BE ANSI TIER 15 RATED
S2 = LARGE BOX (24"x13") SHALL BE ANSI TIER 22 RATED

TYPICAL INGRADE SPLICE BOX DETAIL

NOT TO SCALE



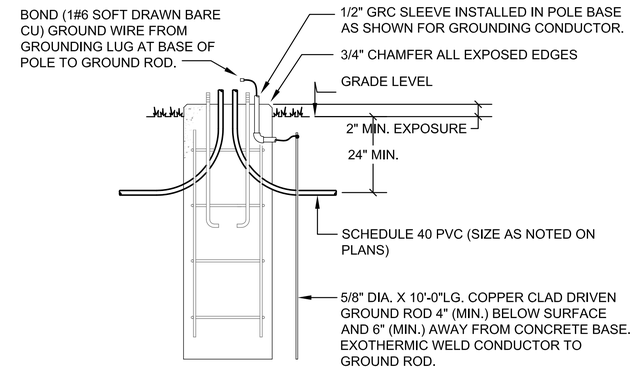
DETAIL NOTES:

1. CONTRACTOR SHALL COORDINATE TRENCHING WITH OTHER UNDERGROUND UTILITIES AND IRRIGATION. CONTRACTOR SHALL USE COMMON TRENCHES AT ALL ROAD CROSSINGS WHEREVER POSSIBLE.

2. CONTRACTOR TO PROVIDE AND INSTALL (1) #14 AWG LOCATE WIRE AND A NYLON PULL STRING IN ALL EMPTY CONDUITS.

CONDUIT BURIAL DETAIL

NOT TO SCALE



ELEVATION SECTION VIEW

DETAIL NOTES:

1. LIGHT STANDARD FOUNDATION REINFORCEMENT PER STRUCTURAL ENGINEER STAMPED FOUNDATION PLAN.

2. DIMENSION FOR ANCHOR BOLT SPACING BY POLE MANUFACTURER.

3. CONTRACTOR SHALL INSTALL A FUSE AND WEATHERPROOF FUSEHOLDER AT EACH POLE BASE.

4. FOUNDATION DETAILS ARE INCLUDED ONLY TO SHOW ELECTRICAL COMPONENTS.

5. CONTRACTOR SHALL ENSURE TOP OF POLE FOUNDATION IS 2" MINIMUM ABOVE GRADE.

TYPICAL FOUNDATION ELECTRICAL DETAIL

NOT TO SCALE

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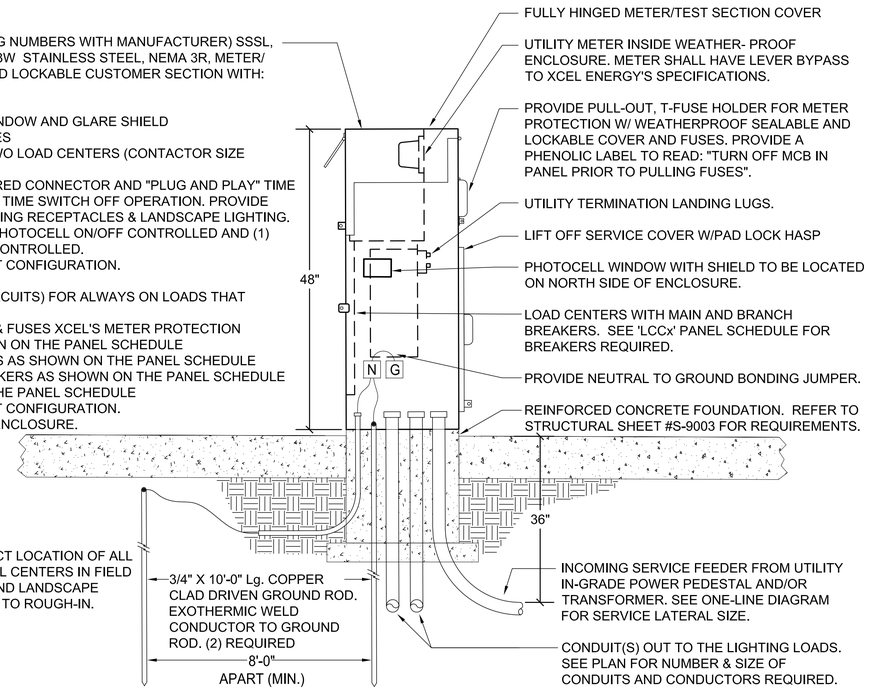
MILBANK #CP3B (CONFIRM COMPONENT CATALOG NUMBERS WITH MANUFACTURER) SSSL, (OR APPROVED EQUAL) 150AMP MCB,120/240-1Ø-3W STAINLESS STEEL, NEMA 3R, METER/ POWER PEDESTAL W/ A SEPARATE SEALABLE AND LOCKABLE CUSTOMER SECTION WITH:

1. CONTROL CIRCUIT INCLUDING:
   - PHOTOCELL RECEPTACLE, LEXAN WINDOW AND GLARE SHIELD
   - TWO HAND-OFF-AUTO (HOA) SWITCHES
   - TWO CONTACTORS CONTROLLING TWO LOAD CENTERS (CONTACTOR SIZE SHOWN ON PANEL SCHEDULES)
   - PRE-MOUNTED DIN RAIL AND PRE-WIRED CONNECTOR AND "PLUG AND PLAY" TIME SWITCH KIT FOR PHOTOCELL ON AND TIME SWITCH OFF OPERATION. PROVIDE TIME SWITCH KIT FOR HOLIDAY LIGHTING RECEPTACLES & LANDSCAPE LIGHTING.
   - TWO 12-CIRCUIT LOAD CENTERS (1) PHOTOCELL ON/OFF CONTROLLED AND (1) PHOTOCELL 'ON' TIME SWITCH 'OFF' CONTROLLED.
   - A CIRCUIT DIRECTORY TO DOCUMENT CONFIGURATION.

2. LOAD CENTER (SEE SCHEDULE FOR # OF CIRCUITS) FOR ALWAYS ON LOADS THAT INCLUDES:
   - 150AMP PULL OUT T-FUSE HOLDERS & FUSES XCEL'S METER PROTECTION
   - SERVICE ENTRANCE M.C.B. AS SHOWN ON THE PANEL SCHEDULE
   - CONTROL POWER CIRCUIT BREAKERS AS SHOWN ON THE PANEL SCHEDULE
   - SWITCHED LOAD CENTER MAIN BREAKERS AS SHOWN ON THE PANEL SCHEDULE
   - BRANCH BREAKERS AS SHOWN ON THE PANEL SCHEDULE
   - A CIRCUIT DIRECTORY TO DOCUMENT CONFIGURATION.
   - MAINTENANCE RECEPTACLE INSIDE ENCLOSURE.



NOTE:
COORDINATE EXACT LOCATION OF ALL LIGHTING CONTROL CENTERS IN FIELD WITH ENGINEER AND LANDSCAPE ARCHITECT PRIOR TO ROUGH-IN.

MOUNTING: SURFACE — **PANEL "LCC1"** — 120/240V-1PH-3W

NEMA 3R STAINLESS STEEL ENCLOSURE

FEEDER: BOTTOM — Minimum A.I.C.= 22,000 AMPS — 150 AMPS MAIN BREAKER CKT#P1,P3

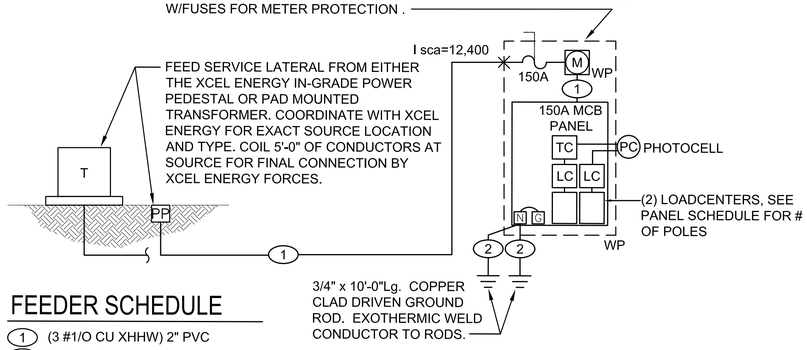
BRANCH BREAKER

				LEFT PHASE LOAD			RIGHT PHASE LOAD					
DESCRIPTION	Size	P	Ckt#	L1	L2		L1	L2	Ckt#	Size	P	DESCRIPTION
SERVICE ENTRANCE	150		P1	6603			1480		P2	60		BOTTOM SECTION MCB
MAIN CIRCUIT BREAKER		2	P3		6403			1480	P4		2	PC ON / TS OFF
TUNNEL 24/7 LIGHTING	20	1	P5	286			3287		P6	60		MIDDLE SECTION MCB
TUNNEL 24/7 LIGHTING	20	1	P7		286			3352	P8		2	PC ON/OFF
TUNNEL 24/7 LIGHTING	20	1	P9	480			180		P10	15	1	LCC1 MAINTENANCE RECEPT.
TUNNEL 24/7 LIGHTING	20	1	P11		480			200	P12	15	1	LCC1 LIGHTING CONTROL CKT.
	20	1	P13						P14	20	1	
	20	1	P15						P16	20	1	
	20	1	P17						P18	20	1	
	20	1	P19						P20	20	1	
[MIDDLE SECTION IS ON/OFF CONTROL WITH BUILT-IN 60A 2-POLE CONTACTOR, FED FROM THE TOP SECTION BREAKER CKT#P6,P8] [CONTACTOR COIL IS OPERATED BY BUILT-IN PHOTOCELL (ON/OFF CONTROL) W/HOA SWITCH]												
NORTH PEDESTRIAN POLE LTG.	20	1	1	715			715		2	20	1	SOUTH PEDESTRIAN POLE LTG.
NORTH PEDESTRIAN POLE LTG.	20	1	3		715			715	4	20	1	SOUTH PEDESTRIAN POLE LTG.
NORTH BOLLARD LIGHTING	20	1	5	168			284		6	20	1	SOUTH WALL GRAZE & STEP LTG.
NORTH BOLLARD LIGHTING	20	1	7		168			284	8	20	1	NORTH WALL GRAZE & STEP LTG.
EAST ROADWAY LIGHTING	20	1	9	505			400		10	20	1	TUNNEL SIGNAGE LIGHTING
EAST ROADWAY LIGHTING	20	1	11		570				12	20	1	SPARE
NORTH ROADWAY LIGHTING	20	1	13	900			490		14	20	1	SPARE
NORTH ROADWAY LIGHTING	20	1	15		900			605	16	20	1	SPARE
SPARE	20	1	17						18	20	1	SPARE
SPARE	20	1	29						20	20	1	SPARE
SPARE	20	1	21						22	20	1	SPARE
SPACE ONLY			23						24			SPACE ONLY
[BOTTOM SECTION IS ON/OFF CONTROL WITH BUILT-IN 60A 2-POLE CONTACTOR, FED FROM THE TOP SECTION BREAKER CKT#P2,P4] [CONTACTOR COIL IS OPERATED BY BUILT-IN PHOTOCELL ON TIMESWITCH OFF W/HOA SWITCH]												
SOUTH RUNNEL LIGHTING	20	1	25	580			200		26	20	1	NORTH LANDSCAPE LIGHTING
NORTH RUNNEL LIGHTING	20	1	27		580			200	28	20	1	SOUTH LANDSCAPE LIGHTING
TOWER LIGHTING	20	1	29	700					30	20	1	SPARE
TOWER LIGHTING	20	1	31		700				32	20	1	SPARE
SPACE ONLY			33						34			SPACE ONLY
SPACE ONLY			35						36			SPACE ONLY
				4334	4399		2269	2004				
				6603	6403	Total Connected V.A.						
					13006	=Total Connected VA Both Phases						

LOAD	CONNECTED	D.FACT.	Est. KVA	AMPS
LIGHTING	12626 VA	1.25	15.78	
RECEPTACLES (1ST 10000)	180 VA	1.00	0.18	
RECEPTACLES (REMAINING)	VA	0.50	0.00	
MOTOR (LARGEST)	0 VA	1.25	0.00	
MOTORS (REMAINING)	0 VA	1.00	0.00	
ELECTRICAL HEATING	0 VA	1.25	0.00	
ELECTRICAL MISC.	200 VA	1.00	0.20	
TOTAL ESTIMATED LOAD	13006 VA		16.16	78

180 VA=Total Receptacle Load

LIGHTING CONTROL CENTER "LCCx" (150A MCB) -120/240V-1Ø-3W, SERVICE ENTRANCE RATED, METER/POWER PEDESTAL, STAINLESS STEEL, NEMA 3R WITH BUILT-IN PHOTOCELL & PHOTOCELL/TIME CLOCK CONTROLLED (2) LOADCENTERS (NUMBER OF POLES AS INDICATED ON PANEL SCHEDULE) WITH HOA SWITCHES. PROVIDE PULL-OUT, T-FUSE HOLDER W/FUSES FOR METER PROTECTION .



FEEDER SCHEDULE

(1) (3 #1/O CU XHHW) 2" PVC
(2) (1 #6 S.D.B.C.) 1/2"C

Print Date: June 20, 2011	Sheet Revisions		
File Name:	Date:	Comments	Init.
Horiz. Scale: Vert. Scale: As Noted	06-20-11	50% Submittal	
Unit Information Unit Leader Initials			

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As Constructed
No Revisions:
Revised:
Void:

Westminster Station – Overall
Lighting Control Center Details

Designer: DS
Detailer: JE
Sheet Subset: LIGHTING
Structure Numbers
Subset Sheets: LE.11 of 12

Project No./Code

Sheet Number ___ of ___

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MOUNTING: SURFACE | **PANEL "LCC2"** | 120/240V-1PH-3W

NEMA 3R STAINLESS STEEL ENCLOSURE

FEEDER: BOTTOM | Minimum A.I.C.= 22,000 AMPS | 100 AMPS MAIN BREAKER CKT#P1,P3

BRANCH BREAKER

				LEFT PHASE LOAD		RIGHT PHASE LOAD					
DESCRIPTION	Size	P	Ckt#	L1	L2	L1	L2	Ckt#	Size	P	DESCRIPTION
SERVICE ENTRANCE	100		P1	4620		0		P2	60		BOTTOM SECTION MCB
MAIN CIRCUIT BREAKER		2	P3		4640		0	P4		2	PC ON / TS OFF
RTD TICKET BOOTH PWR./LTG.	40		P5	3000		1440		P6	60		MIDDLE SECTION MCB
------		2	P7		3000		1440	P8		2	PC ON/OFF
SPARE	20	1	P9			180		P10	15	1	LCC2 MAINTENANCE RECEPT.
SPARE	20	1	P11				200	P12	15	1	LCC2 LIGHTING CONTROL CKT.
[MIDDLE SECTION IS ON/OFF CONTROL WITH BUILT-IN 60A 2-POLE CONTACTOR, FED FROM THE TOP SECTION BREAKER CKT#P6,P8] [CONTACTOR COIL IS OPERATED BY BUILT-IN PHOTOCELL (ON/OFF CONTROL) W/HOA SWITCH]											
RTD BUS ROADWAY LTG.	20	1	1	800		640		2	20	1	RTD BUS ROADWAY LTG.
RTD BUS ROADWAY LTG.	20	1	3		800		640	4	20	1	RTD BUS ROADWAYN LTG.
SPARE	20	1	5					6	20	1	SPARE
SPARE	20	1	7					8	20	1	SPARE
SPARE	20	1	9					10	20	1	SPARE
SPARE	20	1	11					12	20	1	SPARE
[BOTTOM SECTION IS ON/OFF CONTROL WITH BUILT-IN 60A 2-POLE CONTACTOR, FED FROM THE TOP SECTION BREAKER CKT#P2,P4] [CONTACTOR COIL IS OPERATED BY BUILT-IN PHOTOCELL ON TIMESWITCH OFF W/HOA SWITCH]											
SPARE	20	1	25					26	20	1	SPARE
SPARE	20	1	27					28	20	1	SPARE
SPARE	20	1	29					30	20	1	SPARE
SPARE	20	1	31					32	20	1	SPARE
SPACE ONLY			33					34			SPACE ONLY
SPACE ONLY			35					36			SPACE ONLY
				3800	3800	820	840				
				4620	4640	Total Connected V.A.					
					9260	=Total Connected VA Both Phases					

LOAD	CONNECTED	D.FACT.	Est. KVA	AMPS
LIGHTING	2880 VA	1.25	3.60	
RECEPTACLES (1ST 10000)	180 VA	1.00	0.18	
RECEPTACLES (REMAINING)	VA	0.50	0.00	
MOTOR (LARGEST)	0 VA	1.25	0.00	
MOTORS (REMAINING)	0 VA	1.00	0.00	
ELECTRICAL HEATING	0 VA	1.25	0.00	
ELECTRICAL MISC.	6200 VA	1.00	6.20	
TOTAL ESTIMATED LOAD	9260 VA		9.98	48

180 VA=Total Receptacle Load

MOUNTING: SURFACE | **PANEL "LCC3"** | 120/240V-1PH-3W

NEMA 3R STAINLESS STEEL ENCLOSURE

FEEDER: BOTTOM | Minimum A.I.C.= 22,000 AMPS | 100 AMPS MAIN BREAKER CKT#P1,P3

BRANCH BREAKER

				LEFT PHASE LOAD		RIGHT PHASE LOAD					
DESCRIPTION	Size	P	Ckt#	L1	L2	L1	L2	Ckt#	Size	P	DESCRIPTION
SERVICE ENTRANCE	150		P1	2160		0		P2	60		BOTTOM SECTION MCB
MAIN CIRCUIT BREAKER		2	P3		2000		0	P4		2	PC ON / TS OFF
IRRIGATION CONTROLLER	20	1	P5	180		1800		P6	60		MIDDLE SECTION MCB
SPARE	20	1	P7				1800	P8		2	PC ON/OFF
SPARE	20	1	P9			180		P10	15	1	LCC3 MAINTENANCE RECEPT.
SPARE	20	1	P11				200	P12	15	1	LCC3 LIGHTING CONTROL CKT.
[MIDDLE SECTION IS ON/OFF CONTROL WITH BUILT-IN 60A 2-POLE CONTACTOR, FED FROM THE TOP SECTION BREAKER CKT#P6,P8] [CONTACTOR COIL IS OPERATED BY BUILT-IN PHOTOCELL (ON/OFF CONTROL) W/HOA SWITCH]											
SOUTH ROADWAY LIGHTING	20	1	1	540		180		2	20	1	NORTH ROADWAY LIGHTING
SOUTH ROADWAY LIGHTING	20	1	3		540		180	4	20	1	NORTH ROADWAY LIGHTING
S.E. ROADWAY LIGHTING	20	1	5	540		540		6	20	1	N.E. ROADWAY LIGHTING
S.E. ROADWAY LIGHTING	20	1	7		540		540	8	20	1	N.E. ROADWAY LIGHTING
SPARE	20	1	9					10	20	1	SPARE
SPARE	20	1	11					12	20	1	SPARE
[BOTTOM SECTION IS ON/OFF CONTROL WITH BUILT-IN 60A 2-POLE CONTACTOR, FED FROM THE TOP SECTION BREAKER CKT#P2,P4] [CONTACTOR COIL IS OPERATED BY BUILT-IN PHOTOCELL ON TIMESWITCH OFF W/HOA SWITCH]											
SPARE	20	1	25					26	20	1	SPARE
SPARE	20	1	27					28	20	1	SPARE
SPARE	20	1	29					30	20	1	SPARE
SPARE	20	1	31					32	20	1	SPARE
SPACE ONLY			33					34			SPACE ONLY
SPACE ONLY			35					36			SPACE ONLY
				1260	1080	900	920				
				2160	2000	Total Connected V.A.					
					4160	=Total Connected VA Both Phases					

LOAD	CONNECTED	D.FACT.	Est. KVA	AMPS
LIGHTING	3600 VA	1.25	4.50	
RECEPTACLES (1ST 10000)	180 VA	1.00	0.18	
RECEPTACLES (REMAINING)	VA	0.50	0.00	
MOTOR (LARGEST)	0 VA	1.25	0.00	
MOTORS (REMAINING)	0 VA	1.00	0.00	
ELECTRICAL HEATING	0 VA	1.25	0.00	
ELECTRICAL MISC.	380 VA	1.00	0.38	
TOTAL ESTIMATED LOAD	4160 VA		5.06	24

180 VA=Total Receptacle Load

Print Date: June 20, 2011

File Name:

Horiz. Scale: Vert. Scale: As Noted

Unit Information Unit Leader Initials

Sheet Revisions

Date:	Comments	Init.
06–20–11	50% Submittal	

CITY of WESTMINSTER

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F 303.892.1186
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NORRIS DESIGN

As Constructed

No Revisions:

Revised:

Void:

Westminster Station – Overall
Electrical Panel Schedules

Designer: DS

Detailer: JE

Sheet Subset: LIGHTING

Structure Numbers

Subset Sheets: LE.12 of 12

Project No./Code

Sheet Number ___ of ___

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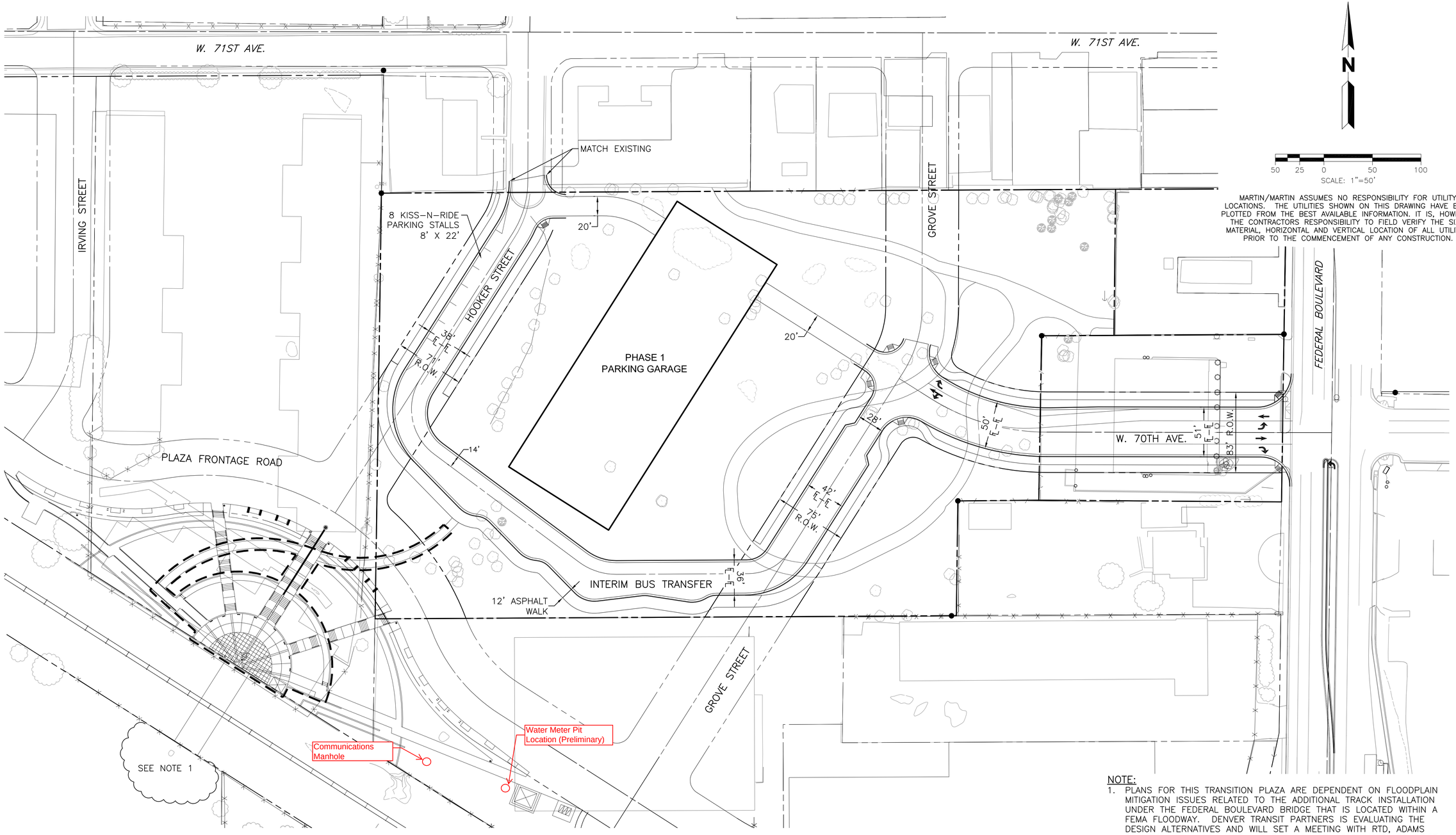
EXHIBIT B-1

Interim Bus Facilities Site



MARTIN/MARTIN ASSUMES NO RESPONSIBILITY FOR UTILITY LOCATIONS. THE UTILITIES SHOWN ON THIS DRAWING HAVE BEEN PLOTTED FROM THE BEST AVAILABLE INFORMATION. IT IS, HOWEVER, THE CONTRACTORS RESPONSIBILITY TO FIELD VERIFY THE SIZE, MATERIAL, HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

NOTE:

1. PLANS FOR THIS TRANSITION PLAZA ARE DEPENDENT ON FLOODPLAIN MITIGATION ISSUES RELATED TO THE ADDITIONAL TRACK INSTALLATION UNDER THE FEDERAL BOULEVARD BRIDGE THAT IS LOCATED WITHIN A FEMA FLOODWAY. DENVER TRANSIT PARTNERS IS EVALUATING THE DESIGN ALTERNATIVES AND WILL SET A MEETING WITH RTD, ADAMS COUNTY, URBAN DRAINAGE AND THE CITY OF WESTMINSTER TO REVIEW THE OPTIONS.

Print Date: June 20, 2011	Sheet Revisions		
File Name:	Date:	Comments	Init.
Horiz. Scale: Vert. Scale: As Noted	06–20–11	50% Submittal	
Unit Information Unit Leader Initials			

CITY of WESTMINSTER

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NORRIS DESIGN

As Constructed
No Revisions:
Revised:
Void:

Westminster Station – Phase 1
Overall Site Plan

Designer: TSB
Detailer: SJH
Structure Numbers
Sheet Subset:
Subset Sheets: of

Project No./Code

Sheet Number 05 of ___

EXHIBIT C

Base Plan Right of Way Plans

UNIT C

RTD FASTTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

Sheet Revisions		
Date	Description	Initials
2-19-10	1 - Added Parcel NW-1 thru NW-13	DDH
3-03-10	2 - Added Parcel NW-14, NW-15 & NW-16	DDH
3-04-10	3 - Updated Property Release Dates	DDH

Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials

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Right of Way Plans
Tabulation of Properties

Project Number: CB701423
Project Location: RTD Fastracks NWES Corridor
Project Location: Utah Junction to 72nd Avenue

Project Code:	Last Mod. Date	Subset Sheets	Sheet No.	Total No. of Sheets
	3-04-10		2	28

Parcel Number	ROW Sheet Number	Owner / Address	Parcel Address	State Parcel I.D Number	Area In Acres (Square Feet)					Bk. & Pg. No. And / Or Rec. No.	Property Release Date	Remarks
					Area of Parcel	Existing ROW	Net Area	Remainder Left	Remainder Right			
NW 1	8, 9	CDOT 4201 E Arkansas Ave, Denver, CO 80222									At Phase 2 NTP	CDOT Parcel - 1, 3
NW 2	9, 10, 11, 12	Adams County 450 S. 4th Ave. Brighton, CO, 80601		182509200036							At Phase 2 NTP	County Parcel - 1, 3
NW 3	11, 12,	Urban Drainage and Flood Control District 2480 W. 26th Ave. Denver, CO, 80211		182504301002							At Phase 2 NTP	Private Parcel - 1, 3
NW 4	11, 12	Ball-Four Inc DBA Softball Country 11338 W. 74th Pl. Arvada, CO, 80005		182504300017							Mar of 2012	Private Parcel - 1, 3
NW 5	16	Manuel Garcia and Margarita Garcia 990 Hazel Ct. Denver, CO, 80204		182505403020							Mar of 2012	Private Parcel - 1, 3
NW 6	17, 18	U-Store-It LPPTA USI No. 769 PO Box 320099 Alexandria, VA, 22320		182505401015							Mar of 2012	Private Parcel - 1, 3
NW 7	19, 20, 21	JDRE Holdings LLC 6935 Federal Blvd Denver, CO 80221		1082505214003							Mar of 2012	Private Parcel - 1, 3
NW 8	20	JDRE Holdings LLC 6935 Federal Blvd Denver, CO 80221		182505200037							Mar of 2012	Private Parcel - 1, 3
NW 9	20, 21	JDRE Holdings LLC 6935 Federal Blvd Denver, CO 80221		182505214002							Mar of 2012	Private Parcel - 1, 3
NW 10	20, 21, 22, 23	KEW Realty Corporation 300 S. Jackson St., #550, Denver, CO, 80209		182505218003							Mar of 2012	Private Parcel - 1, 3
NW 11	21	JHR Barnum LLC 5303 Pennsylvania Ave. Boulder, CO, 80303		182505223001							Mar of 2012	Private Parcel - 1, 3
NW 12	21, 22	City of Westminster 4800 W. 92nd Ave. Westminster, CO, 80031		182505200028							Mar of 2012	City Parcel - 1, 3
NW 13	22, 23	The Hunter Company, Inc. 3300 W. 71st Ave. Westminster, CO, 80030		182505218002							Mar of 2012	Private Parcel - 1, 3
NW 14	20	ICON Westminster Land LLC 5275 DTC Parkway, Greenwood Village CO 80111	7039 Federal Boulevard Westminster, CO.	182505200051							Mar of 2012	Private Parcel - 2, 3
NW 15	20	Housing Authority of the County of Adams 7190 Colo. Blvd. 6th Fl., Commerce City, CO 80022	3160 W 71st Avenue Westminster, CO.	182505221001							Mar of 2012	Private Parcel - 2, 3
NW 16	20	Vander Kooy and Walter W. 29 Hummingbird Lane, Grand Lake, CO 80447	7091 Hooker Street Westminster, CO.	182505218004							Mar of 2012	Private Parcel - 2, 3

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RTD FASTTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6966

Sheet Revisions		
Date	Description	Initials
2-19-10	Updated Design Files / Add Acquisition Shapes	DDH

Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials

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Right of Way Plans
Plan Sheets
Project Number: CB701423
Project Location: RTD Fastracks NWES Corridor
Project Location: Utah Junction to 72nd Avenue

Project Code:	Last Mod. Date	Subset Sheets	Sheet No.	Total No. of Sheets
	2-19-10		19	28

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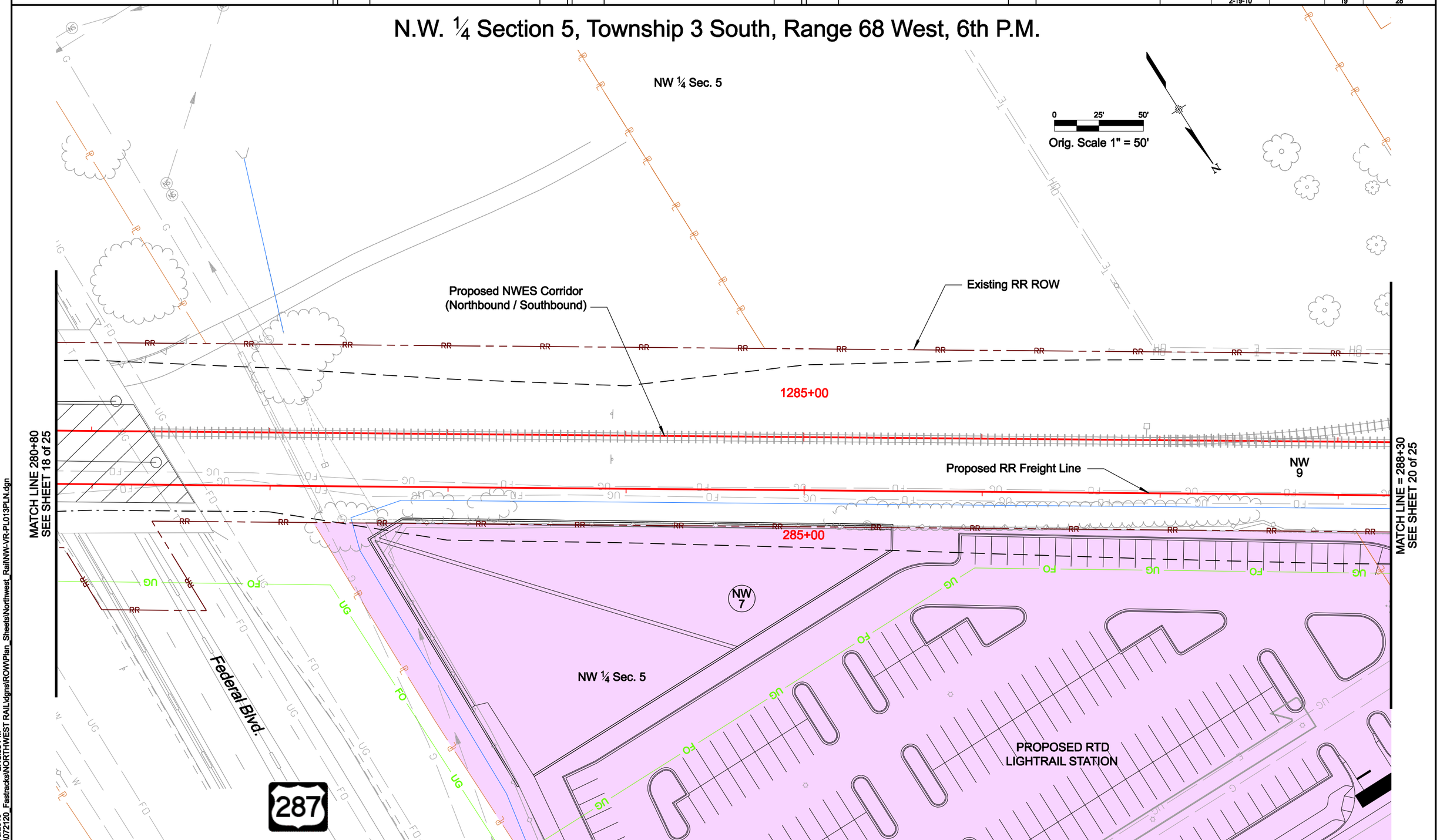

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RTD FASTTRACKS
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Sheet Revisions		
Date	Description	Initials
2-19-10	Updated Design Files / Add Acquisition Shapes	DDH
3-03-10	Added Parcels NW-14, NW-15 & NW-16	DDH

Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials

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Right of Way Plans
Plan Sheets
Project Number: CB701423
Project Location: RTD Fastracks NWES Corridor
Project Location: Utah Junction to 72nd Avenue

Project Code:	Last Mod. Date	Subset Sheets	Sheet No.	Total No. of Sheets
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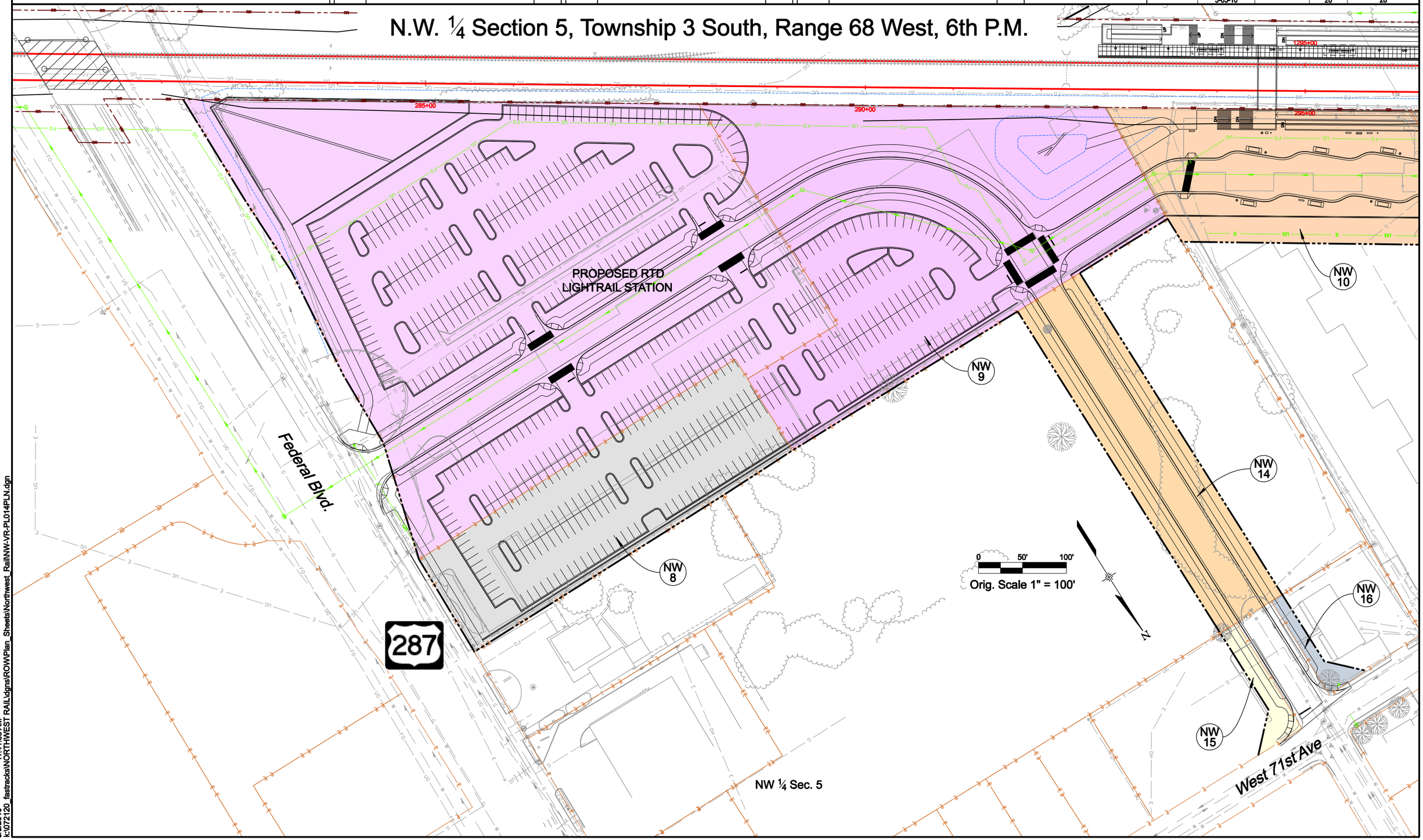

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Date	Description	Initials
2-19-10	Updated Design Files / Add Acquisition Shapes	DDH

Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials

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Right of Way Plans
Plan Sheets
Project Number: CB701423
Project Location: RTD Fastracks NWES Corridor
Project Location: Utah Junction to 72nd Avenue

Project Code:	Last Mod. Date	Subset Sheets	Sheet No.	Total No. of Sheets
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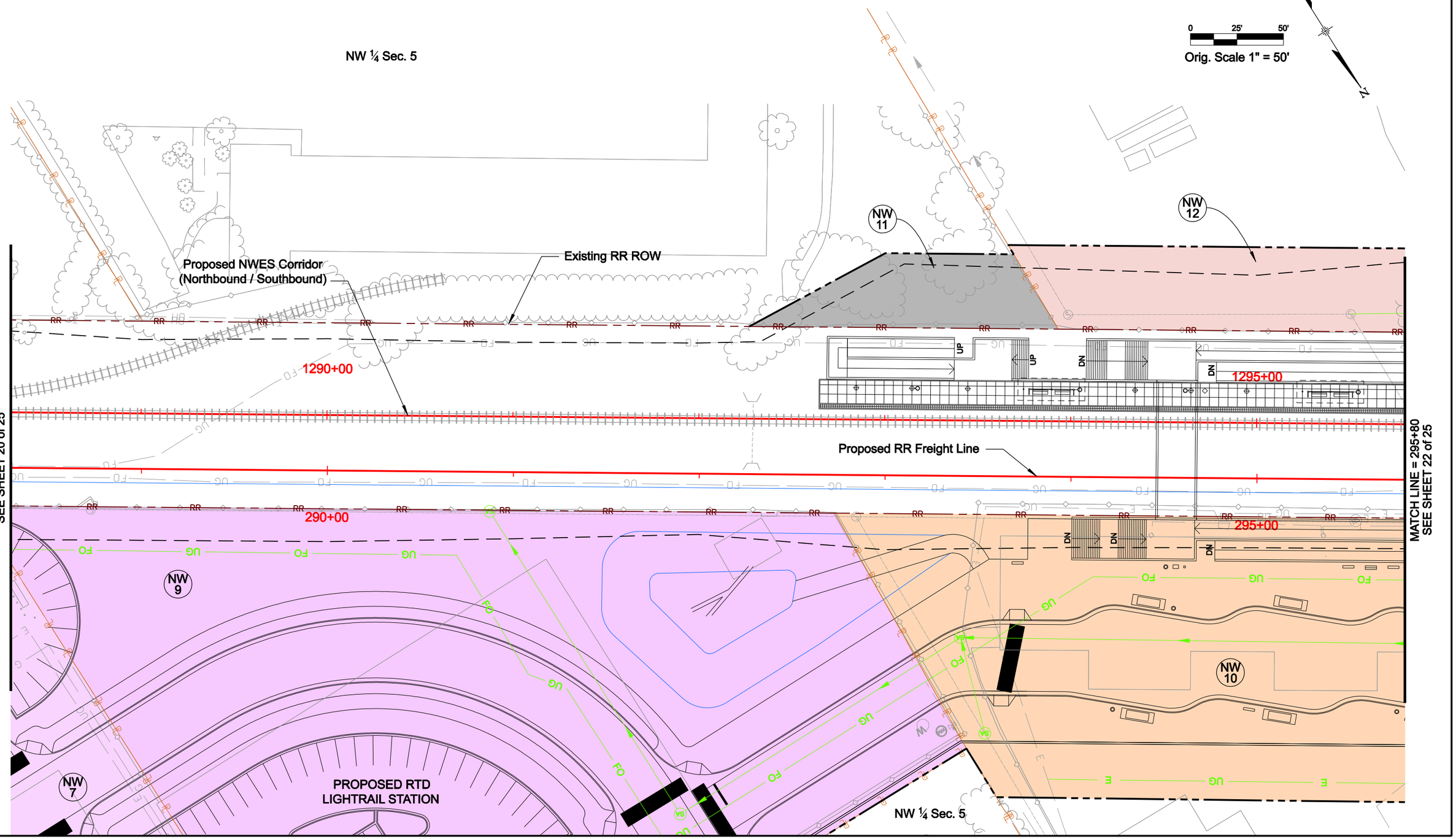

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Sheet Revisions		
Date	Description	Initials
2-19-10	Updated Design Files / Add Acquisition Shapes	DDH

Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials

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Right of Way Plans
Plan Sheets
Project Number: CB701423
Project Location: RTD Fastracks NWES Corridor
Project Location: Utah Junction to 72nd Avenue

Project Code:	Last Mod. Date	Subset Sheets	Sheet No.	Total No. of Sheets
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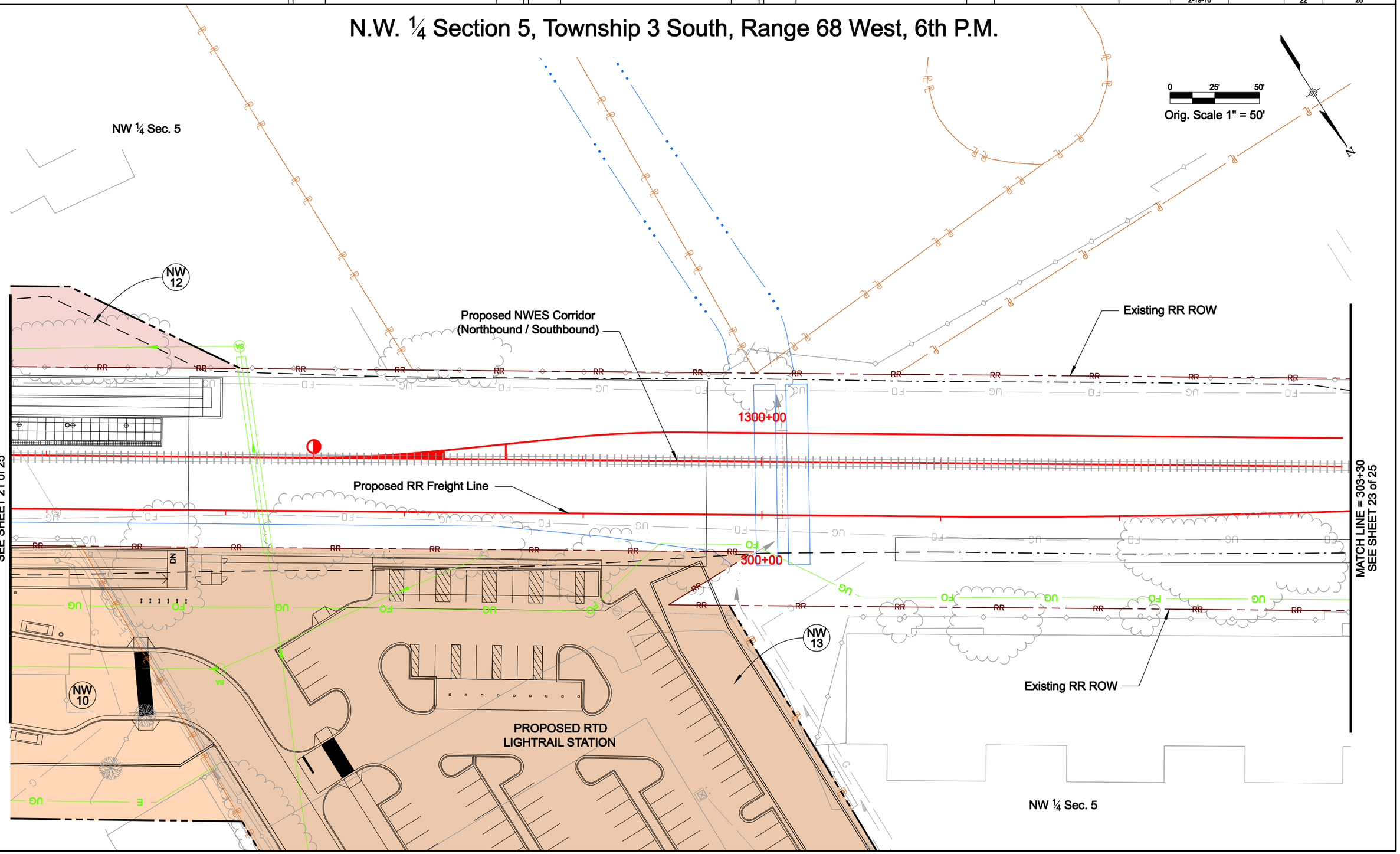

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Sheet Revisions		
Date	Description	Initials
2-19-10	Updated Design Files / Add Acquisition Shapes	DDH
3-03-10	Added Parcel NW-16	DDH

Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials

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Right of Way Plans
Plan Sheets
Project Number: CB701423
Project Location: RTD Fastracks NWES Corridor
Project Location: Utah Junction to 72nd Avenue

Project Code:	Last Mod. Date	Subset Sheets	Sheet No.	Total No. of Sheets
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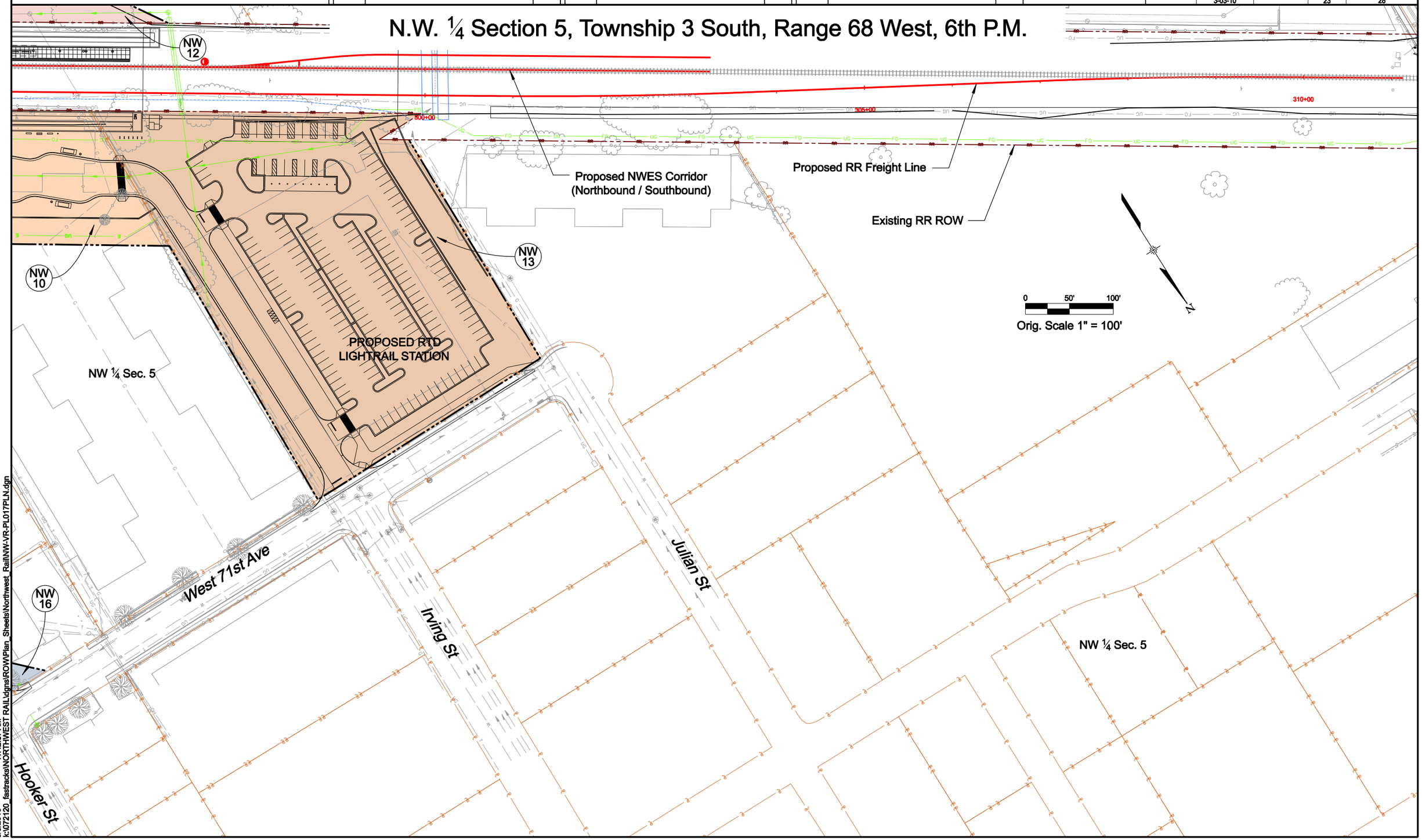

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RTD FASTTRACKS
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(303) 299-6990

Sheet Revisions		
Date	Description	Initials
2-19-10	Updated Design Files / Add Acquisition Shapes	DDH

Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials

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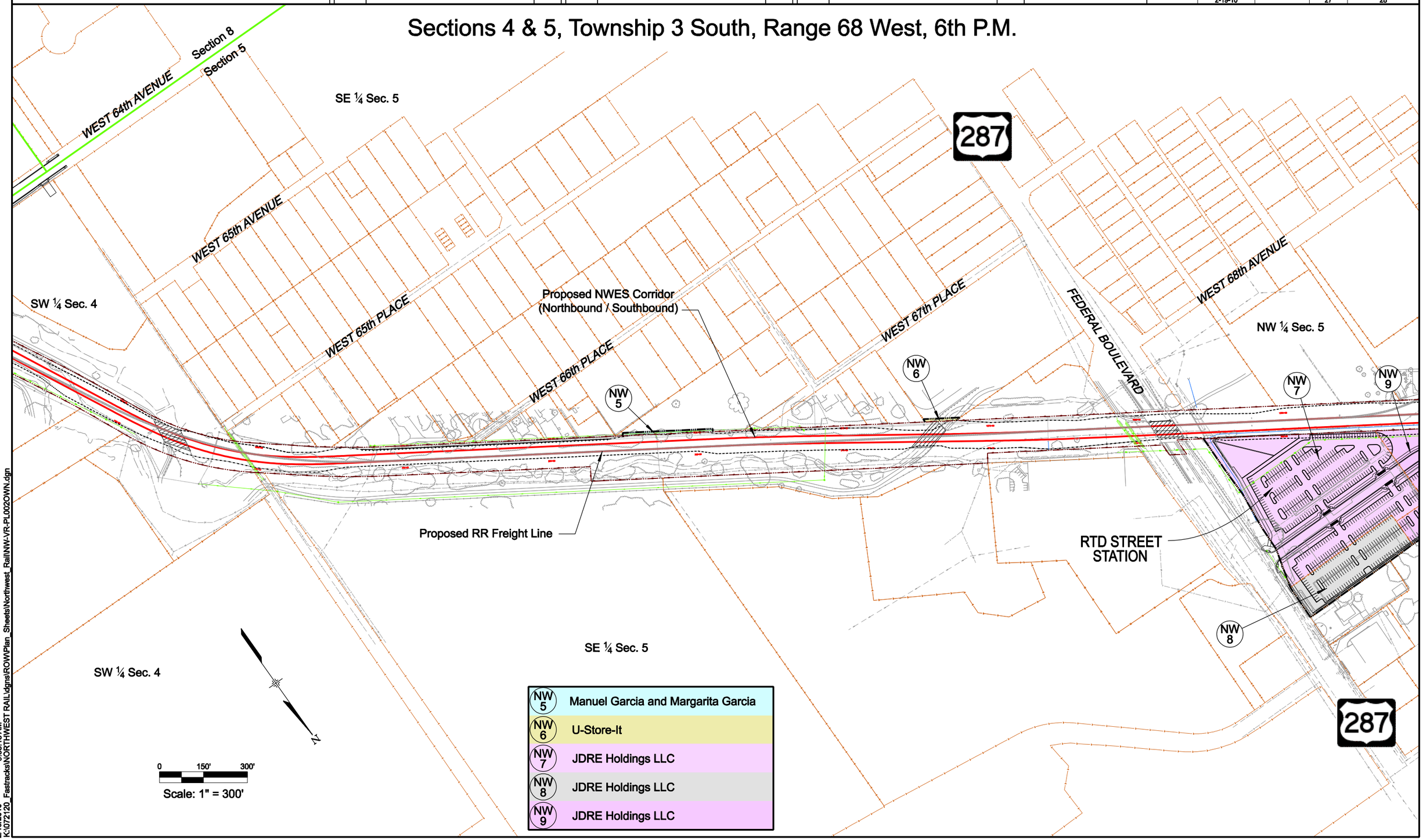
Right of Way Plans
Ownership Sheet

Project Number: 072120
Project Location: RTD Fastracks NWES Corridor
Project Location: Utah Junction to 72nd Avenue

Project Code:	Last Mod. Date	Subset Sheets	Sheet No.	Total No. of Sheets
	2-19-10		27	28

Sections 4 & 5, Township 3 South, Range 68 West, 6th P.M.



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Sheet Revisions		
Date	Description	Initials
2-19-10	Updated Design Files / Add Acquisition Shapes	DDH
3-03-10	Added Parcels NW-14, NW-15 & NW-16	DDH

Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials

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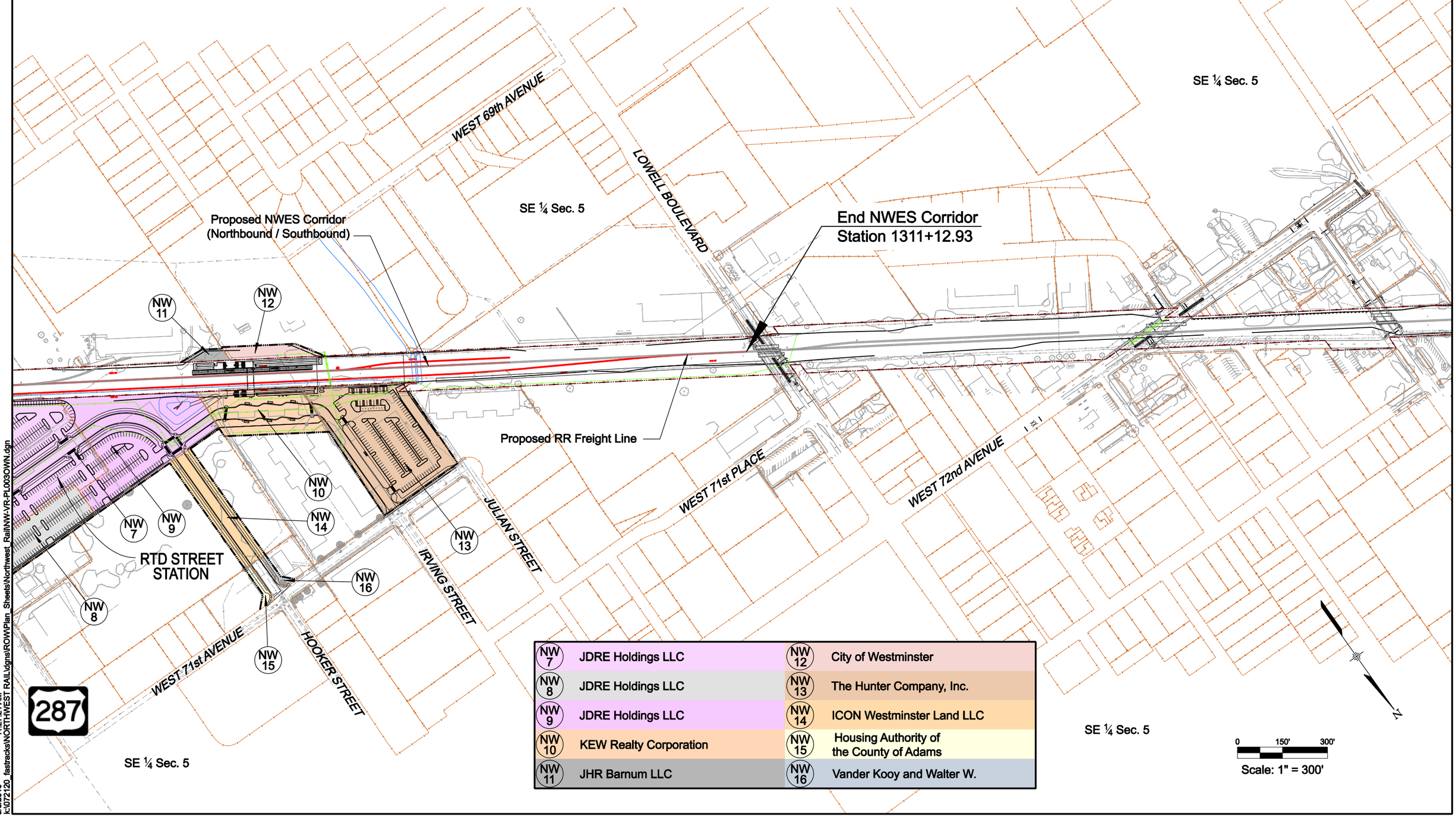
Right of Way Plans
Ownership Sheet

Project Number: 072120
Project Location: RTD Fastracks NWES Corridor
Project Location: Utah Junction to 72nd Avenue

Project Code:	Last Mod. Date	Subset Sheets	Sheet No.	Total No. of Sheets
	3-03-10		28	28

Sections 5, Township 3 South, Range 68 West, 6th P.M.



NW 7	JDRE Holdings LLC	NW 12	City of Westminster
NW 8	JDRE Holdings LLC	NW 13	The Hunter Company, Inc.
NW 9	JDRE Holdings LLC	NW 14	ICON Westminster Land LLC
NW 10	KEW Realty Corporation	NW 15	Housing Authority of the County of Adams
NW 11	JHR Barnum LLC	NW 16	Vander Kooy and Walter W.

3/3/2010 11:27:21 AM
k:\072120_fastracks\NORTHWEST RAIL\dgns\ROWPlan_Sheets\Northwest_Rail\NW-VR-PL003OWN.dgn

EXHIBIT D

Form of Special Warranty Deed

After recording return to:

[•]

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this ___ day of _____, 20___, between the City of Westminster, a home-rule municipal corporation of the State of Colorado organized pursuant to Article XX of the Colorado Constitution, as "Grantor", *and* Regional Transportation District, a political subdivision of the State of Colorado, whose legal address is 1600 Blake Street, Denver, Colorado 80202, as "Grantee."

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, and its successors forever, all the real property, together with improvements, if any, situate, lying and being in the County of Denver, State of Colorado, described as follows:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN

TOGETHER with all and singular hereditaments and appurtenances thereto belonging, or in any way appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto Grantee and its heirs and assigns forever. Grantor, for itself, and its successors and assigns, does covenant and agree that it shall and will warrant and forever defend the above bargained premises in the quiet and peaceable possession of Grantee, its heirs and assigns, against all and every person or persons claiming the whole or any part thereof by through or under Grantor; except taxes and assessments for the current year and all subsequent years; and except inclusion of the property in any special taxing district; and except rights of third parties not shown by the public records of which Grantee had actual knowledge; and except easements, restrictions, liens, reservations, leases, covenants and other instruments of record.

IN WITNESS WHEREOF, Grantor has executed this deed on the date set forth above.

GRANTOR:

CITY OF WESTMINSTER

By: _____
Susan Powers, Authorized Representative

STATE OF COLORADO **)**
) ss.
COUNTY OF ADAMS **)**

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by [•], as Authorized Representative of the City of Westminster, a Colorado limited liability company, on its behalf.

WITNESS my hand and official seal.

My commission expires: _____.

(S E A L)

_____
Notary Public

Exhibit A

(Property)

EXHIBIT E

Form of Temporary Construction Easement

TEMPORARY CONSTRUCTION EASEMENT

This agreement, hereinafter "Agreement", made this ____ day of _____, 20__, by and between Denver Transit Constructors, LLC**,** a Delaware limited liability company, hereinafter referred to as the "Contractor", and the City of Westminster, a home-rule municipal corporation of the State of Colorado organized pursuant to Article XX of the Colorado Constitution, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the Regional Transportation District entered into a Concession and Lease Agreement dated July 9, 2010 with Denver Transit Partners, LLC, a Delaware limited liability company, hereinafter the "Concessionaire", concerning the Eagle Project, hereinafter the "Project", pursuant to C.R.S. § 32-9-107.7;

WHEREAS, the Contractor is the subcontractor primarily responsible for the design and construction of the Project;

WHEREAS, the City owns a parcel of land identified on Exhibit A hereto hereinafter, "the Property";

WHEREAS, Contractor, its employees, agents, contractors and assigns need access to and certain rights in relation such Property from [date] in order to perform its obligations in relation to the Project, as follows:

1. construction access,;
2. staging;
3. lay down;
4. [description of required activities on the Property]; and
5. [description of required activities on the Property]

1-5 above are hereinafter collectively referred to as the "Works";

WHEREAS, the City is willing to grant Contractor the right to enter and perform Works on the Property;

NOW, THEREFORE, for and in consideration of $10.00, paid to the City by Contractor, receipt of which is hereby acknowledged by the City, the City hereby grants to Contractor, its employees, agents, contractors and assigns, permission to enter upon the Property and proceed with the Works at Property.

This grant is subject to any existing easement or right of way of record.

This Agreement shall remain in full force and effect until the Works have been completed.

Contractor and its contractors who enter the Property shall maintain or ensure that others maintain the following insurance coverage: _____.

In connection with the Works, the City hereby grants to the Contractor reasonable access to temporary utilities, haul roads, erosion control and drainage that the City is utilizing during concurrent construction of City facilities on the City property adjacent to the Property and the City agrees to coordinate with the Contractor to minimize construction schedule conflicts and on phasing and access to any other items necessary for the Contractor to utilize the Property Areas.

The City shall ensure that people and property (other than employees, representatives or property of Contractor or its subcontractors) are kept clear from Contractor's construction activities on the Property. Contractor shall have no liability under or arising out of this agreement for consequential or indirect loss or damage, including any loss of profits or revenue. Subject to the provisions of this paragraph, Contractor shall indemnify, defend and hold harmless the City, its members, partners, officers, directors, affiliates, subsidiaries, employees, contractor, subcontractors and agents from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys fees) for death or injury to person or damage to property occurring during this Agreement that arise out of the use of the Property by Contractor under this Agreement.

Following completion of the Works, Contractor shall restore any parts of the Property affected by the exercise by Contractor of its rights hereunder to a condition equivalent to that which it was in when Contractor first accessed the Property pursuant to this Agreement

The City shall have the right to terminate this Agreement, effective upon written notice to Contractor, if Contractor or its employees, agents, contractors or assigns violate any term or condition hereof and Contractor fails to respond to a fifteen business day prior notice to correct the violation. In addition to any and all remedies available to the parties at law or in equity, the prevailing party in any action or proceeding involving this agreement shall be entitled to seek reasonable attorney's fees and costs.

The City specifically reserves title to the Property.

Whenever any demand, request, approval, consent or notice is given by one party to the other, it shall be addressed to the parties at their respective addresses as set forth below and delivered by (i) hand, (ii) a nationally recognized overnight express courier, or (iii) registered or certified mail return receipt requested. Either party may at any time change its address by giving the other party notice in accordance with the above, stating the change and setting forth the new address.

_____

In witness whereof, the City and Contractor have each duly executed this instrument this ___ day of _____, 20__.

EXHIBIT F

RTD Staging Area

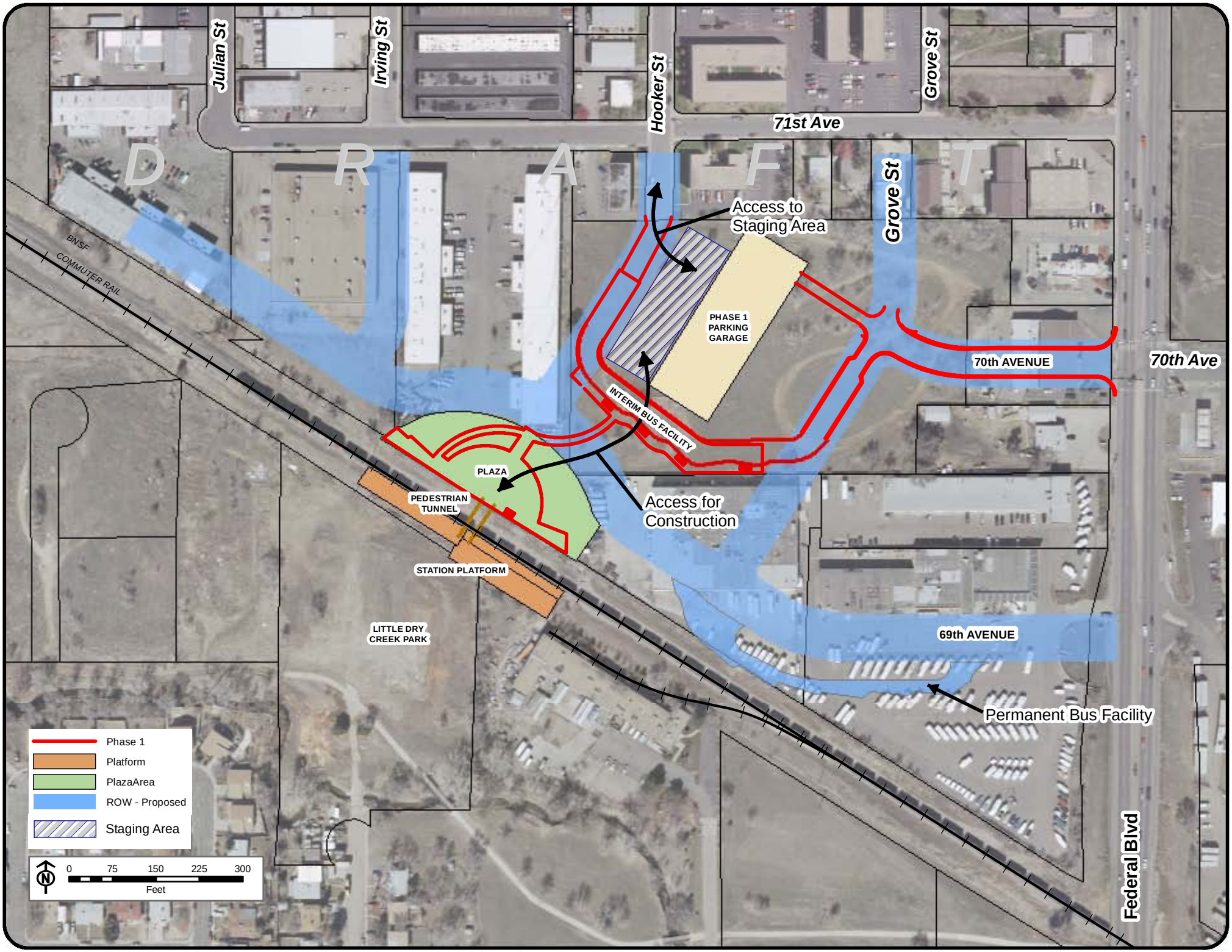

Julian St
Irving St
Hooker St
Grove St
71st Ave
D R A F T
Access to Staging Area
Grove St
BNSF COMMUTER RAIL
PHASE 1 PARKING GARAGE
70th AVENUE
70th Ave
INTERIM BUS FACILITY
PLAZA
PEDESTRIAN TUNNEL
Access for Construction
STATION PLATFORM
LITTLE DRY CREEK PARK
69th AVENUE
Permanent Bus Facility
Federal Blvd
Phase 1
Platform
PlazaArea
ROW - Proposed
Staging Area
0 75 150 225 300
Feet

EXHIBIT G

Station Design and Construction Responsibilities Matrix

Exhibit G

STATION INTERFACE MATRIX

RTD, CITY AND CONCESSIONAIRE DESIGN AND CONSTRUCTION RESPONSIBILITIES

The Parties shall perform, and RTD shall ensure that DTP performs, the design and construction responsibilities assigned to each of them on this Exhibit G, in all cases in accordance with the terms of the IGA.

The Parking Facility		
Westminster	**RTD**	**DTP**
• Design and construct Parking Facility to consist of surface and/or structured parking and including the RTD Parking • Design and construct so as not to preclude subsequent expansion • Provide infrastructure necessary for the RTD Safety & Security Equipment Coordinate with RTD to incorporate elements of RTD Parking Management Program into design, including: o segregate RTD Parking from all other public or private parking and, to the extent feasible, make contiguous o install and maintain signage advising patrons that RTD Parking is reserved for RTD's	• Coordinate with the City to incorporate elements of RTD Parking Management Program into design • Review and approve design plans and proposed signage • Install RTD Safety & Security Equipment • Inspect and accept RTD Parking construction	None

transit patrons and designate those spaces by signage[1] • Perform corrective work through warranty period		
Permanent Bus Facilities		
Westminster	**RTD**	**DTP**
• Obtain RTD approval of Permanent Bus Facilities design plans and specifications and DTP approval of Permanent Bus Facilities design plans and specifications for operation and maintenance purposes • Construct Permanent Bus Facilities, excluding Bus Facilities Transit Amenities; **provided**, if the City elects to implement the Interim Bus Facilities, the City will implement the Bus Facilities Transit Amenities at the Permanent Bus Facilities location when constructed • Set location of and install foundation pads for Bus Facilities Transit Amenities • Install utility taps and service lines for the Bus Facilities Transit Amenities • Provide infrastructure necessary for any RTD Safety & Security Equipment • Perform corrective work through warranty period	• Review and approve Permanent Bus Facilities design plans and specifications, including location of Bus Facilities Transit Amenities • Inspect and accept foundation pad construction and provide notice to proceed to DTP for installation of the Bus Facilities Transit Amenities • Inspect and accept Permanent Bus Facilities construction for compliance with RTD Design Requirements	• Review and approve Permanent Bus Facilities Design plans and specifications for operation and maintenance purposes • Provide and install Bus Facilities Transit Amenities; **provided,** if the City elects to implement the Interim Bus Facilities, DTP will provide the Bus Facilities Transit Amenities for the Interim Bus Facilities and not for the Permanent Bus Facilities • Inspect and accept Bus Facilities construction for installation of Bus Facilities Transit Amenities and operation and maintenance purposes

[1] Signage requirements shall be subject to the Parking License.

Interim Bus Facilities[2]		
Westminster	**RTD**	**DTP**
• Obtain RTD approval of Interim Bus Facilities design plans and specifications and DTP approval of Interim Bus Facilities design plans and specifications for snow removal purposes • Construct Interim Bus Facilities, including driver relief kiosk, but excluding Bus Facilities Transit Amenities • Set location of and install foundation pads for Bus Facilities Transit Amenities • Install utility taps and service lines for the Bus Facilities Transit Amenities • Perform corrective work through warranty period	• Review and approve Interim Bus Facilities design plans and specifications, including location of Bus Facilities Transit Amenities • Inspect and accept foundation pad construction and provide notice to proceed to DTP for installation of the Bus Facilities Transit Amenities • Inspect and accept Interim Bus Facilities construction for compliance with RTD Design Requirements	• Review and approve Interim Bus Facilities Design plans and specifications for operation and maintenance purposes • Provide and install Bus Facilities Transit Amenities • Inspect and accept Interim Bus Facilities construction for installation of Bus Facilities Transit Amenities snow removal purposes

North Plaza and Pedestrian Underpass Interface		
Westminster	**RTD**	**DTP**
• Approve Pedestrian Underpass Interface design plans • Coordinate with RTD and DTP to identify any Pedestrian Underpass Interface Betterments • Construct North Plaza in accordance with 100% approved design plans	• Review and approve North Plaza design plans and specifications • Install the RTD Safety & Security Equipment • Coordinate with the City and DTP to identify any Pedestrian Underpass Interface Betterments	• Demolish & remove existing building and associated infrastructure on the North Plaza Property; clear site and abandon utilities serving the building • Design Pedestrian Underpass and Pedestrian Underpass Interface • Coordinate with RTD and the City to

[2] Applicable only if the City elects to implement the Interim Bus Facilities under Section 3.2.b (*Interim Bus Facilities*) of the IGA.

• Obtain RTD approval of North Plaza design plans and specifications • Obtain DTP comment on design plans and specifications for North Plaza elements for snow removal purposes • Perform corrective work through warranty period	• Inspect and accept construction of North Plaza for compliance with RTD Design Requirements	identify any Pedestrian Underpass Interface Betterments • Obtain City approval of Pedestrian Underpass design plans • Obtain City approval of DTP Pedestrian Underpass and Pedestrian Underpass Interface design plans • Construct Pedestrian Underpass and Pedestrian Underpass Interface in accordance with 100% approved plans • Review and comment on design plans and specifications for North Plaza elements for purposes of snow removal • Inspect and accept North Plaza construction for installation of Plaza Transit Amenities (excluding Fare Collection Equipment)
• Set location of and install foundation pads for the Plaza Transit Amenities • Install power conduits for the Plaza Transit Amenities and the RTD Safety & Security Equipment	• Review and approve locations for the Plaza Transit Amenities • Inspect and accept foundation pad construction and provide notice to proceed to DTP for installation of the Plaza Transit Amenities (excluding Fare Collection Equipment) • Provide and install Fare Collection Equipment	• Provide and install the Plaza Transit Amenities (excluding Fare Collection Equipment) in accordance with 100% approved design plans for the North Plaza • Install power cables, junction boxes and protective devices for the Plaza Transit Amenities and the RTD Safety & Security Equipment in the conduits supplied by the City

Associated Infrastructure		
Westminster	**RTD**	**DTP**
Traffic Improvements		
• Design and construct Traffic Improvements • Coordinate with RTD and CDOT to determine whether Traffic Mitigations should be modified or adjusted • Perform Traffic Mitigations as may be modified by coordination efforts with CDOT and RTD	Coordinate with the City and CDOT on Traffic Mitigations	None
Communications Manhole, conduit and fiber		
• Provide comments on location of Communications Manhole • Install two four-inch conduits (with pull strings) from the Communications Manhole to RTD Safety & Security Equipment and Fare Collection Equipment • Design and construct all necessary utilities for the Parking Facility, Bus Facilities, North Plaza and Traffic Improvements, including, without limitation, communications conduits (with pull strings), lighting, irrigation, and fire loop	• Install fiber in the conduits from the Platform to the Communications Manhole • Install fiber in conduits from the Communications Manhole to RTD Safety & Security Equipment, the Fare Collection Equipment and the Platform	• Select location of and design and install Communications Manhole to accommodate two four-inch conduits and install these conduits from Communications Manhole to Platform
Water Supply		
• Install a water meter pit, water	• None	• Provide service line from water

supply tap and service line to the water meter pit		meter pit in the North Plaza to the Platform
Sidewalks, Curb & Gutter, Landscaping, etc.		
• Design and construct sidewalks, curb and gutter, landscaping, stairways and ramps, and erosion control features	• None	• None
Drainage		
• Design City Drainage to interface with NWES Drainage • Coordinate with RTD and DTP to identify any NWES Drainage Betterments • Review and approve NWES Drainage design plans • Construct City Drainage in accordance with 100% approved design plans • Inspect and accept NWES Drainage	• Review and comment on City Drainage design plans • Coordinate with RTD and DTP to identify any NWES Drainage Betterments • Implement Change Order to include any NWES Drainage Betterments	• Comment on City Drainage design for interface with NWES Drainage design • Coordinate with RTD and DTP to identify any NWES Drainage Betterments • Obtain BNSF and City approval of NWES Drainage design plans • Design NWES Drainage in accordance with NWES Plans • Construct NWES Drainage and any Betterments, in each case in accordance with 100% approved design plans
Sanitary Sewer		
• Review and approve Sanitary Sewer design plans in accordance with the URA • Inspect and accept the Sanitary Sewer relocation in accordance with the URA.	• None	• Design Sanitary Sewer relocation in accordance with the URA • Obtain City approval of Sanitary Sewer relocation design plans • Construct Sanitary Sewer relocation in accordance with the URA

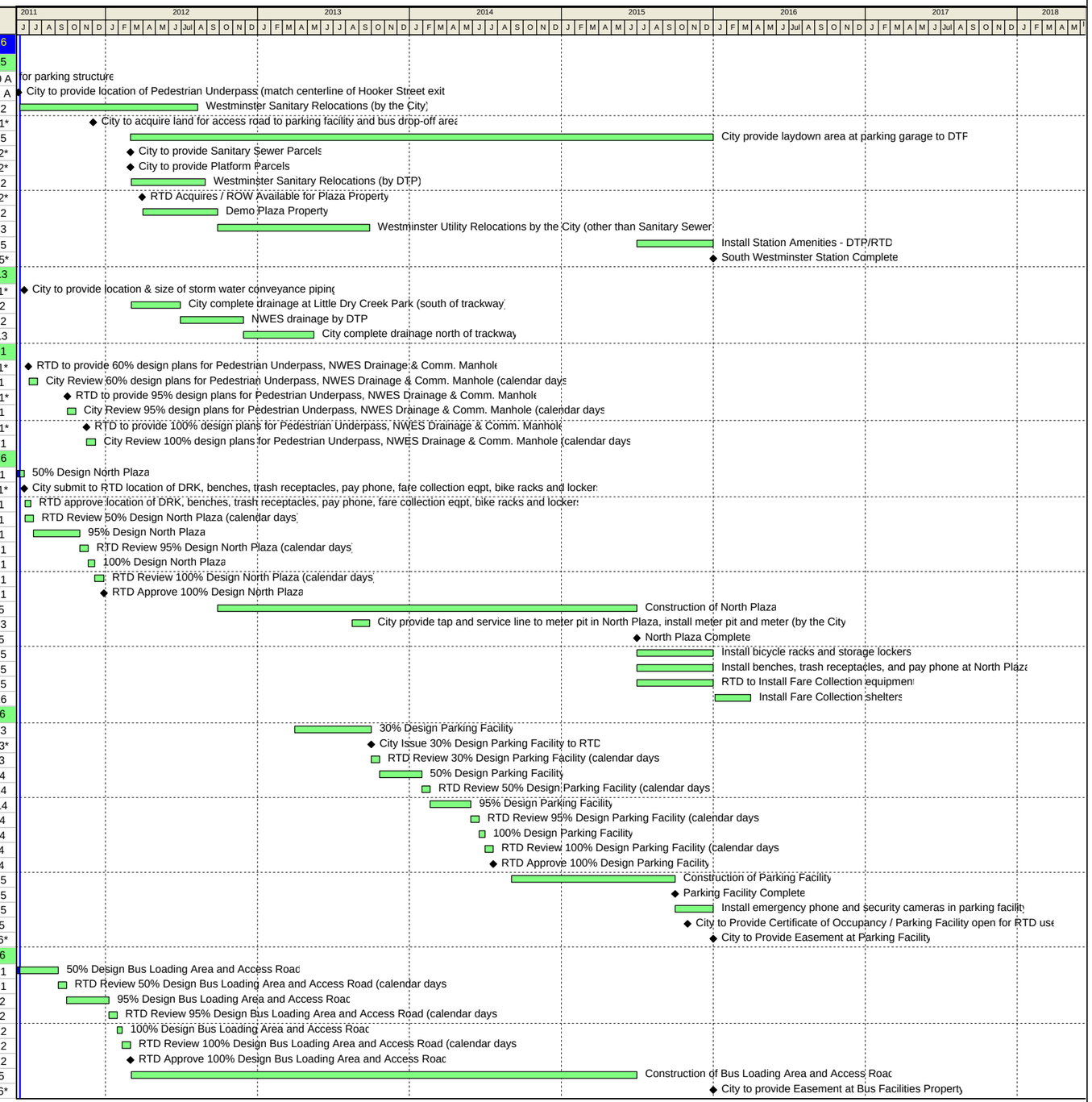
EXHIBIT H

South Westminster Station Schedule

RTD FasTracks
Eagle P3 Project

DRAFT RTD / City of Westminster Interface Schedule

Activity Name	Responsibility	Duration	Start	Finish
NWR - Pecos to S. Westminster		1396	30-Sep-10 A	31-Mar-16
South Westminster Station		1332	30-Sep-10 A	31-Dec-15
City to acquire land for parking structure	CITY	0		30-Sep-10 A
City to provide location of Pedestrian Underpass (match centerline of Hooker Street exit)	CITY	0		06-Jun-11 A
Westminster Sanitary Relocations (by the City)	CITY	297	10-Jun-11	09-Aug-12
City to acquire land for access road to parking facility and bus drop-off area	CITY	0		01-Dec-11*
City provide laydown area at parking garage to DTP	CITY	974	01-Mar-12	31-Dec-15
City to provide Sanitary Sewer Parcels	CITY	0		01-Mar-12*
City to provide Platform Parcels	CITY	0		01-Mar-12*
Westminster Sanitary Relocations (by DTP)	RTD/DTP	126	02-Mar-12	28-Aug-12
RTD Acquires / ROW Available for Plaza Property	RTD/DTP	0		29-Mar-12*
Demo Plaza Property	RTD/DTP	126	30-Mar-12	26-Sep-12
Westminster Utility Relocations by the City (other than Sanitary Sewer)	CITY	255	27-Sep-12	27-Sep-13
Install Station Amenities - DTP/RTD	RTD/DTP	126	02-Jul-15	31-Dec-15
South Westminster Station Complete		0		31-Dec-15*
Drainage		484	20-Jun-11	15-May-13
City to provide location & size of storm water conveyance piping	CITY	0		20-Jun-11*
City complete drainage at Little Dry Creek Park (south of trackway)	CITY	84	02-Mar-12	28-Jun-12
NWES drainage by DTP	RTD/DTP	103	29-Jun-12	26-Nov-12
City complete drainage north of trackway	CITY	120	27-Nov-12	15-May-13
Commuter Rail Design		110	30-Jun-11	07-Dec-11
RTD to provide 60% design plans for Pedestrian Underpass, NWES Drainage & Comm. Manhole	RTD/DTP	0		30-Jun-11*
City Review 60% design plans for Pedestrian Underpass, NWES Drainage & Comm. Manhole (calendar days)	CITY	20	01-Jul-11	21-Jul-11
RTD to provide 95% design plans for Pedestrian Underpass, NWES Drainage & Comm. Manhole	RTD/DTP	0		30-Sep-11*
City Review 95% design plans for Pedestrian Underpass, NWES Drainage & Comm. Manhole (calendar days)	CITY	20	01-Oct-11	20-Oct-11
RTD to provide 100% design plans for Pedestrian Underpass, NWES Drainage & Comm. Manhole	RTD/DTP	0		15-Nov-11*
City Review 100% design plans for Pedestrian Underpass, NWES Drainage & Comm. Manhole (calendar days)	CITY	20	16-Nov-11	07-Dec-11
North Plaza		1260	15-Apr-11 A	31-Mar-16
50% Design North Plaza	CITY	31	15-Apr-11 A	20-Jun-11
City submit to RTD location of DRK, benches, trash receptacles, pay phone, fare collection eqpt, bike racks and lockers	CITY	0		20-Jun-11*
RTD approve location of DRK, benches, trash receptacles, pay phone, fare collection eqpt, bike racks and lockers	RTD/DTP	10	21-Jun-11	05-Jul-11
RTD Review 50% Design North Plaza (calendar days)	RTD/DTP	20	21-Jun-11	11-Jul-11
95% Design North Plaza	CITY	79	12-Jul-11	31-Oct-11
RTD Review 95% Design North Plaza (calendar days)	RTD/DTP	20	01-Nov-11	20-Nov-11
100% Design North Plaza	CITY	10	21-Nov-11	06-Dec-11
RTD Review 100% Design North Plaza (calendar days)	RTD/DTP	20	07-Dec-11	27-Dec-11
RTD Approve 100% Design North Plaza	RTD/DTP	0		27-Dec-11
Construction of North Plaza	CITY	701	27-Sep-12	01-Jul-15
City provide tap and service line to meter pit in North Plaza, install meter pit and meter (by the City)	CITY	30	16-Aug-13	27-Sep-13
North Plaza Complete		0		01-Jul-15
Install bicycle racks and storage lockers	RTD/DTP	126	02-Jul-15	31-Dec-15
Install benches, trash receptacles, and pay phone at North Plaza	RTD/DTP	126	02-Jul-15	31-Dec-15
RTD to Install Fare Collection equipment	RTD/DTP	126	02-Jul-15	31-Dec-15
Install Fare Collection shelters	RTD/DTP	64	04-Jan-16	31-Mar-16
Parking Facility		699	01-Apr-13	01-Jan-16
30% Design Parking Facility	CITY	128	01-Apr-13*	30-Sep-13
City Issue 30% Design Parking Facility to RTD	CITY	0		30-Sep-13*
RTD Review 30% Design Parking Facility (calendar days)	RTD/DTP	20	01-Oct-13	20-Oct-13
50% Design Parking Facility	CITY	70	21-Oct-13	30-Jan-14
RTD Review 50% Design Parking Facility (calendar days)	RTD/DTP	20	31-Jan-14	19-Feb-14
95% Design Parking Facility	CITY	68	20-Feb-14	27-May-14
RTD Review 95% Design Parking Facility (calendar days)	RTD/DTP	20	28-May-14	16-Jun-14
100% Design Parking Facility	CITY	10	17-Jun-14	30-Jun-14
RTD Review 100% Design Parking Facility (calendar days)	RTD/DTP	20	01-Jul-14	21-Jul-14
RTD Approve 100% Design Parking Facility	RTD/DTP	0		21-Jul-14
Construction of Parking Facility	CITY	275	02-Sep-14*	30-Sep-15
Parking Facility Complete		0		30-Sep-15
Install emergency phone and security cameras in parking facility	RTD/DTP	63	01-Oct-15	31-Dec-15
City to Provide Certificate of Occupancy / Parking Facility open for RTD use	CITY	0		30-Oct-15
City to Provide Easement at Parking Facility	CITY	0		01-Jan-16*
Bus Loading Area & Access Road		1196	15-Apr-11 A	01-Jan-16
50% Design Bus Loading Area and Access Road	CITY	88	15-Apr-11 A	09-Sep-11
RTD Review 50% Design Bus Loading Area and Access Road (calendar days)	RTD/DTP	20	10-Sep-11	29-Sep-11
95% Design Bus Loading Area and Access Road	CITY	68	30-Sep-11	09-Jan-12
RTD Review 95% Design Bus Loading Area and Access Road (calendar days)	RTD/DTP	20	10-Jan-12	29-Jan-12
100% Design Bus Loading Area and Access Road	CITY	10	30-Jan-12	10-Feb-12
RTD Review 100% Design Bus Loading Area and Access Road (calendar days)	RTD/DTP	20	11-Feb-12	01-Mar-12
RTD Approve 100% Design Bus Loading Area and Access Road	RTD/DTP	0		01-Mar-12
Construction of Bus Loading Area and Access Road		847	02-Mar-12	01-Jul-15
City to provide Easement at Bus Facilities Property		0		01-Jan-16*



Remaining Level of Effort | Actual Work | Critical Remaining Work
Actual Level of Effort | Remaining Work | Milestone

Current Date: 15-Jun-11

© Primavera Systems, Inc.

EXHIBIT I

Stations Operations and Maintenance Responsibilities Matrix

Exhibit I

SOUTH WESTMINSTER STATION MAINTENANCE AND OPERATIONS MATRIX

RTD, CITY AND CONCESSIONAIRE RIGHTS AND RESPONSIBILITIES

The Parking Facility		
Westminster	**RTD**	**DTP**
• Maintain the Parking Facility, including the RTD Parking • Provide security in addition to the RTD Safety and Security as the City may require • Perform capital replacement as necessary to keep equipment and infrastructure (excluding RTD Safety & Security Equipment) in like-new condition	• Maintain RTD Safety & Security Equipment from the date of RTD's installation thereof • Enforce RTD Parking Management Program as RTD may require	• None
Permanent Bus Facilities		
Westminster	**RTD**	**DTP**
• Maintain, or cause to be maintained, the Bus Facilities Property until the date that RTD notifies the City that the Permanent Bus Facilities construction has been accepted	• Maintain the Permanent Bus Facilities and the Bus Facilities Transit Amenities until the date that DTP takes possession • Maintain and perform capital replacement of the Fare Collection Equipment and RTD Safety & Security Equipment from the date of RTD's installation thereof	• Maintain and perform capital replacement of the Permanent Bus Facilities and Bus Facilities Transit Amenities from the date that DTP takes possession as required by and in accordance with the Concession Agreement

	• Maintain and perform capital replacement of the Permanent Bus Facilities from the End Date of the Concession Agreement for the term of the RTD Easement	
Interim Bus Facilities[1]		
Westminster	**RTD**	**DTP**
• Maintain and perform capital replacement of the Interim Bus Facilities (excluding the Bus Facilities Transit Amenities), including snow removal within the limits shown on Exhibit I-A	• Perform snow removal of sidewalks within the limits shown on Exhibit I-A from the effective date of the RTD Easement for the Interim Bus Facilities until the date that DTP takes possession • Maintain and perform capital replacement of the Bus Facilities Transit Amenities, Fare Collection Equipment and RTD Safety & Security Equipment from the date of RTD's installation thereof until implementation of the Permanent Bus Facilities	• Perform snow removal of sidewalks in accordance with the terms of the Concession Agreement within the limits shown on Exhibit I-A from the time that DTP takes possession
North Plaza		
Westminster	**RTD**	**DTP**
• During design and construction, of the City Project maintain the Plaza Property in accordance with the temporary construction easement (or North Plaza Easement, as applicable) for the North Plaza	• Subject to the North Plaza Easement, own and maintain the Plaza Property from the date that RTD acquires title thereto (subject to any Westminster temporary or permanent easements) until the date that DTP	• Maintain the Plaza Property (excluding the North Plaza Easement that is the subject of Westminster temporary or permanent easements) from the date that DTP takes possession as required by and in

[1] Applicable only if the City elects to implement the Interim Bus Facilities under Section 3.2.b (*Interim Bus Facilities*) of the IGA.

• Operate, maintain and perform capital maintenance of the North Plaza and maintain the North Plaza Easement from effective date of the easement until release of the easement (if applicable)	takes possession • Maintain and perform capital replacement of Fare Collection Equipment and RTD Safety & Security Equipment from the date of RTD's installation thereof	accordance with the Concession Agreement • Maintain and perform capital replacement of the Plaza Transit Amenities (excluding the RTD Fare Collection Equipment) • Perform snow removal of sidewalks in accordance with the terms of the Concession Agreement within the limits shown on Exhibit I-A
Associated Infrastructure		
Westminster	**RTD**	**DTP**
Traffic Improvements		
• Own, operate, maintain and perform capital replacement of the Traffic Improvements (or ensure that CDOT owns, operates, maintains and performs capital replacement of same)	• None	• None
Drainage		
• Own, operate, maintain and perform capital maintenance of the City Drainage	• Ensure that BNSF maintains the NWES Drainage	• None
Sanitary Sewer		
• Own and maintain the Sanitary Sewer Parcels from the date that the Sanitary Sewer relocation is accepted by the City • Own, operate, maintain and perform capital replacement of the relocated	• None	• None

Sanitary Sewer from the date of the City's acceptance of the Sanitary Sewer relocation in accordance with the URA		
Communications Manhole, conduit and fiber		
• None	• Maintain and perform capital replacement of the communications fiber installed between the Platform and the Communications Manhole and between the Communications Manhole and the RTD Safety & Security Equipment and Fare Collection Equipment	• Maintain and perform capital replacement of two four-inch conduits from the Communications Manhole to the RTD Safety & Security Equipment, Fare Collection Equipment and the Platform
Water Supply		
• Maintain and perform capital replacement of water meter pit, water supply tap and service line to the water meter pit	• None	• Maintain and perform capital replacement of the service line from the water meter pit in the North Plaza to the Platform
Sidewalks, Curb & Gutter, Landscaping, etc.		
• Maintain and perform capital replacement of sidewalks, curb and gutter, landscaping, stairways and ramps, erosion control features and infrastructure necessary for the RTD Safety & Security Equipment from the date that each such item is accepted by the relevant Party	• None	• Perform snow removal on pedestrian walkways from the Pedestrian Underpass to the Parking Facility, Bus Facilities and adjacent public rights of way as depicted in Exhibit IA
PLATFORM PARCELS		
• Maintain the Platform Parcels until the date upon which RTD takes title	• Maintain the Platform Parcels from the date upon which RTD takes title to	• Maintain the Platform Parcels from the date that DTP takes possession as

	the Platform Parcels until the date that DTP takes possession of the Platform Parcels	required by and in accordance with the Concession Agreement • Maintain and perform capital replacement of the Platform (including ramps and stairs) as required by and in accordance with the Concession Agreement
PEDESTRIAN UNDERPASS AND PEDESTRIAN UNDERPASS INTERFACE		
• None	• Maintain the property upon which the Pedestrian Underpass and Pedestrian Underpass Interface are to be implemented from the date upon which RTD takes possession until the date upon which DTP takes possession of such property	• Maintain the property upon which the Pedestrian Underpass and Pedestrian Underpass Interface are to be implemented from the date upon which DTP takes possession of such property as required by and in accordance with the Concession Agreement • Maintain and perform capital replacement of the Pedestrian Underpass and Pedestrian Underpass Interface as required by and in accordance with the Concession Agreement
LITTLE DRY CREEK PARK		
• Own, operate, maintain and perform capital replacement of the Little Dry Creek Park and appurtenances	• None	• None

EXHIBIT IA

Snow Removal Lines of Demarcation

EXHIBIT IA

IRVING STREET
HOOKER STREET
GROVE STREET
FUTURE PLAZA FRONTAGE ROAD
DECORATIVE CONCRETE BAND
LIMIT OF PHASE ONE IMPROVEMENTS TYP.
BUS SHELTER TYP
WALL NOT A PART OF PHASE ONE IMPROVEMENTS
BUS DROP-OFF
PHASE 2 WALK INSTALLED AFTER FUTURE ROAD CONSTRUCTION
DRYLAND SEED TO LIMIT OF DISTURBANCE
NOLAN RV PROPERTY LINE
STONE CLAD LANDSCAPE RETAINING WALLS WITH CAPS(3' AVG. HEIGHT) RE: ENGINEERING PLANS
FUTURE IMPROVEMENTS
8' TEMPORARY ASPHALT ACCESSIBLE WALK
FUTURE IMPROVEMENTS
8.3% PERMANENT RAMP
3 / L-2 RUNNEL
HANDRAIL TYP.
18" STONE CLAD SEATWALL WITH CAP TYP.
STONE CLAD WALL AT TUNNEL ENTRANCE (SEE ELEVATION, PAGE L-3)
STREET WAYFINDING SIGNAGE ON VERTICAL FACE OF SEATWALL TYP.
TRASH RECEPTACLE
TRENCH DRAIN WITH METAL COVER
TURF TYP.
2 / L-2
"WESTMINSTER STATION" SIGN OVER TUNNEL (SEE ELEVATION, PAGE L-3)
DECORATIVE TILE ARTWORK ON BOTH SIDES OF THE TUNNEL (WALL TO HAVE WATER THEME COVERING 40% OF EACH WALL)
TRENCH DRAIN WITH METAL COVER
DECORATIVE TILE LIGHTING AND CEILING LIGHTING IN TUNNEL
RTD SHELTER AND FARE COLLECTION EQUIPMENT
STONE CLAD LANDSCAPE RETAINING WALLS WITH CAPS (3' AVG. HEIGHT) RE: ENGINEERING PLANS
FUTURE PLAZA FRONTAGE ROAD

LEGEND

Limits of snow removal by DTP in North Plaza & Bus Facilities

NORTH

0 15 30 60
SCALE: 1" = 30'

NOTE:
PLANS FOR THIS TRANSITION PLAZA ARE DEPENDENT ON FLOODPLAIN MITIGATION ISSUES RELATED TO THE ADDITIONAL TRACK INSTALLATION UNDER THE FEDERAL BOULEVARD BRIDGE THAT IS LOCATED WITHIN A FEMA FLOODWAY. DENVER TRANSIT PARTNERS IS EVALUATING THE DESIGN ALTERNATIVES AND WILL SET A MEETING WITH RTD, ADAMS COUNTY, URBAN DRAINAGE AND THE CITY OF WESTMINSTER TO REVIEW THE OPTIONS.

NOT FOR CONSTRUCTION

Print Date: June 20, 2011	Sheet Revisions		
File Name:	Date:	Comments	Init.
Horiz. Scale: Vert. Scale: As Noted	06-20-11	50% Submittal	
Unit Information Unit Leader Initials			

CITY of WESTMINSTER

MARTIN / MARTIN CONSULTING ENGINEERS
1101 Bannock Street
Denver, Colorado 80204
P 303.892.1166
F 303.892.1186
www.norris-design.com

CLANTON & ASSOCIATES
LIGHTING DESIGN AND ENGINEERING

NORRIS DESIGN

As Constructed
No Revisions:
Revised:
Void:

Westminster Station – Phase 1
Phase 1 Landscape Plan

Designer: BR
Detailer: PM
Structure Numbers
Sheet Subset:
Subset Sheets: of

Project No./Code

Sheet Number L-1 of ___

EXHIBIT J

RTD O&M Costs