WESTMINSTER

December 12, 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 Meetings**
4. **Report of City Officials**
   A. City Manager's Report
5. **City Council Comments**
6. **Presentations**
7. **Citizen Communication (5 minutes or less)**

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

8. **Consent Agenda**
   A. Disposable Medical Supplies Purchase
   B. HUD Section 108 Loan Program Grant
   C. Colorado Municipal League 2012 Annual Dues
   D. Westminster Station Infrastructure – Contract Amendment
   E. Regional Self Contained Breathing Apparatus Interoperability Program
   F. Second Reading of Councillor's Bill 37 re CLUP Amendment re Westminster High School Property
   G. Second Reading of Councillor's Bill 38 re Annexation of the Westminster High School Property
   H. Second Reading of Councillor's Bill 39 re Establishing Zoning to R-1 for the Westminster High School Property
   I. Second Reading of Councillor's Bill 40 re 2011 3rd Quarter Budget Supplemental Appropriation
   J. Second Reading of Councillor's Bill 41 re IGA with RTD re FasTracks Local Contribution for NW Rail Segment
9. **Appointments and Resignations**
   A. Resolution No. 36 re Reappoint Members to Boards and Commissions and Fill Vacancies
10. **Public Hearings and Other New Business**
   A. Resolution No. 37 re 2012 Amended Pay Plans
   B. Resolution No. 38 re 2012 Ambulance Fee Schedule
   C. Resolution No. 39 re City of Westminster 2012 Legislative Policy Statement
   D. Councillor's Bill No. 43 re Amend WMC Title V, Chapter 14 re Special Event Permits & Optional Premise Licenses
   E. Councillor's Bill No. 44 re 2nd Amendment to the EDA Amendment with the Church Ranch Hotel Companies
11. **Old Business and Passage of Ordinances on Second Reading**
   A. Second Reading of Amended Councillor's Bill 42 re IGA with RTD re Westminster FasTracks Station

12. Miscellaneous Business and Executive Session

A. City Council

B. Executive Session

1. Review and discuss City facility security measures pursuant to WMC 1-11-3(C)(6) and CRS 24-6-402(4)(d)
2. Discussion of a proposed settlement agreement concerning the Hyland Village surety bonds with the City Attorney and Council direction thereon, pursuant to WMC 1-11-3(C)(7) and (C)(8) and CRS 24-6-402(b) and (e)

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 28, 2011, AT 7:00 P.M.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

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

CONSIDERATION OF MINUTES

Councillor Kaiser moved, seconded by Councillor Major, to approve the minutes of the regular meeting of November 14, 2011, as presented. The motion carried unanimously.

CITY MANAGER'S REPORT

Mr. McFall announced that a public hearing concerning the Westminster High School Property CLUP amendment, annexation and zoning would be conducted later in the meeting. Citizens in attendance to speak to that item should wait to address Council during the hearing. Citizens in attendance to address any other topic should do so during the Citizen Communication portion of the agenda.

Additionally, Mr. McFall announced when tree lighting ceremonies would be held in South Westminster at the Fire Station and in the City Hall Plaza. He reminded everyone that these events would be final opportunities to celebrate the City's 100th Anniversary and encouraged participation at both events.

COUNCIL REPORTS

Mayor McNally congratulated Councillors Briggs and Lindsey on the success of the Jefferson County 150-year anniversary celebration. Both Councillors had participated in planning the celebration activities. Additionally, she and Council had been invited to the Hmong New Year and the celebration was a great event again this year.

Councillor Briggs reported that Westminster's first residents to be inducted in to the Jefferson County Hall of Fame were George and Sarah Church. Charlie McKay represented the Churches at the ceremonies.

CITIZEN COMMUNICATION

Betty Whorton, 3720 West 103rd Drive, reminded Council that the Public Safety Recognition Foundation's deadline for receipt of donations toward the art project to be erected in front of the Public Safety Building was rapidly approaching and distributed donation forms to the Mayor and Council members.

CONSENT AGENDA

The following actions were submitted for Council's consideration on the consent agenda: accept the October 2011 Financial Report; change the date of the second regularly scheduled City Council meeting in December from December 26 to December 19; authorize the City Manager to execute a $60,000 contract with Clanton & Associates, Inc. for the preparation of a Street Light Standards Study; authorize the City Manager to execute a $67,018 contract with the low bidder, Western States Reclamation, Inc., for construction of dam improvements to the Mower Reservoir and authorize a 10% contingency of $6,700; based on the City Manager's report and recommendation, determine that the public interest would 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; award the bid for one stainless steel, insulated, deep-drop, tank-trailer to Polar Tank Trailer, LLC, in the amount of $68,382 and authorize a 10% contingency amount of $6,838 for a total of $75,220; and approve the allocation of Community Development Block Grant and Home Investment Partnership Act funds for 2012 as set forth in Agenda Item 8G and the submittal of the 2012 Action Plan and Citizen Participation Plan as prepared.

Councillor Major removed Agenda Item 8D 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 Item 8D. The motion carried unanimously.

MOWER RESERVOIR DAM IMPROVEMENTS CONSTRUCTION CONTRACT (AGENDA ITEM 8D)

It was move by Councillor Major, seconded by Councillor Lindsey, to authorize the City Manager to execute a $67,018 contract with the low bidder, Western States Reclamation, Inc., for construction of dam improvements to the Mower Reservoir and authorize a 10% contingency of $6,700. The motion passed by a 6:1 margin with Councillor Kaiser abstaining due to a potential conflict of interest.

PUBLIC HEARING TO CONSIDER ANNEXATION OF WESTMINSTER HIGH SCHOOL PROPERTY

At 7:06 P.M. Mayor McNally opened a public hearing to consider a Comprehensive Land Use Plan (CLUP) amendment, as well as the annexation and zoning of School District No. 50 Westminster High School Property. Jana Easley, Principal Planner, entered into the record the agenda memorandum and attachments, including the notice of public hearing that had been published four times in the *Westminster Window* pursuant to state statute, and advised that based on provisions of the Westminster Municipal Code, the property had been posted and property owners within 300 feet were mailed individual notification of this public hearing and its purpose. This 6.146-acre parcel was located at the northeast corner of 68th Avenue and Utica Street. The majority of the property where the high school was constructed had been annexed to the City in 1971, and an Intergovernmental Agreement between the City and the School District, executed when the high school was being developed recently, required the District to petition the City for annexation of the subject property. In conjunction with the District's petition to annex and be zoned, the City had prepared a CLUP amendment to designate the property public/quasi-public. The CLUP amendment satisfied all applicable criteria within the Westminster Municipal Code. Staff requested that Council waive the Westminster Municipal Code requirement that all properties greater than 2 acres in size be zoned Planned Unit Development or Open so that the zoning of this portion of the entire Westminster High School site could be R-1 to match the balance of the school's parcel. The R-1 zone satisfied the Code's Standards for Approval of Zonings and Rezonings.

A School District official was in attendance but had no formal presentation for Council and offered to answer any questions. There were no questions from City Council, and Mayor McNally invited public testimony. No one wished to comment.

Ms. Easley added that the Planning Commission had considered this application on October 11 and had voted to recommend approval.

Mayor McNally closed the hearing at 7:17 P.M.

COUNCILLOR'S BILL NO. 37 RE WESTMINSTER HIGH SCHOOL PROPERTY CLUP AMENDMENT

It was moved by Councillor Lindsey and seconded by Councillor Major to pass on first reading Councillor's Bill No. 37 amending the Comprehensive Land Use Plan for the Westminster High School property by designating the property as Public/Quasi-Public based on finding the proposed amendment would be in the public good and: there was justification for the proposed change and the Plan was in need of revision as proposed; the amendment was in

conformance with the overall purpose and intent and the goals and policies of the Plan; the proposed amendment was compatible with existing and planned surrounding land uses; and the proposed amendment would not result in excessive detrimental impacts to the City's existing or planned infrastructure systems. At roll call, the motion passed by unanimous vote.

COUNCILLOR'S BILL NO. 38 ANNEXING THE WESTMINSTER HIGH SCHOOL PROPERTY

It was moved by Councillor Lindsey, seconded by Councillor Major, to pass on first reading Councillor's Bill No. 38 annexing the Westminster High School property into the City. On roll call vote, the motion carried unanimously.

COUNCILLOR'S BILL NO. 39 ZONING THE WESTMINSTER HIGH SCHOOL PROPERTY

Upon a motion by Councillor Lindsey, seconded by Councillor Major, the Council voted unanimously on roll call vote to pass on first reading Councillor's Bill No. 39 establishing zoning of One Family Residential (R-1) for the Westminster High School property.

COUNCILLOR'S BILL NO. 40 AUTHORIZING 2011 3RD QUARTER SUPPLEMENTAL APPROPRIATION

Councillor Briggs moved, seconded by Councillor Kaiser, to pass on first reading Councillor's Bill No. 40 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. The motion passed unanimously on roll call vote.

COUNCILLOR'S BILL NO. 41 FOR IGA WITH RTD ON FASTRACKS NW RAIL ELECTRIFIED SEGMENT

It was moved by Councillor Major and seconded by Councillor Kaiser to pass on first reading Councillor's Bill No. 41 authorizing the City Manager to execute an Intergovernmental Agreement with the Regional Transportation District (RTD), in substantially the same form as the Intergovernmental Agreement attached to Agenda Item 10F, related to the City's Local Agency Contribution for the FasTracks Northwest Rail Electrified Segment. At roll call, the motion passed unanimously with members of the City's and the RTD negotiating teams in attendance to witness a landmark moment in a long process.

COUNCILLOR'S BILL NO. 42 FOR IGA WITH RTD RE WESTMINSTER FASTRACKS RAIL STATION

Councillor Major moved to pass on first reading Councillor's Bill No. 42 authorizing the City Manager to execute an Intergovernmental Agreement with the Regional Transportation District, in substantially the same form as the Intergovernmental Agreement attached to Agenda Item 10G, for the construction of the Westminster FasTracks Rail Station. Councillor Winter seconded the motion, and it passed unanimously on roll call vote.

ADJOURNMENT

There being no further business to come before the City Council, Council Kaiser moved, seconded by Councillor Major to adjourn. The motion carried and the meeting adjourned at 7:25 P.M.

ATTEST:

_____
Mayor

_____
City Clerk

WESTMINSTER

Agenda Item 8 A

Agenda Memorandum

City Council Meeting
December 12, 2011

SUBJECT: Disposable Medical Supplies Purchase

Prepared By: Richard Spahn, Emergency Medical Services Coordinator

Recommended City Council Action

Based on the recommendation of the City Manager, City Council finds that the public interest will be best served by a negotiated contract with a single vendor, Bound Tree Medical, for the purchase of disposable medical supplies. Authorize the City Manager to execute the contract in an amount of $112,000. The term of this contract shall be for three one year terms, commencing January 1, 2012 and ending December 31, 2014. This Agreement shall automatically renew for two additional one year renewals, unless either party terminates this Agreement.

Summary Statement

- Operation of the City's ambulance program requires purchases of disposable medical supplies for use in patient treatment. Disposable medical supplies are items routinely used such as bandages, intravenous supplies, immobilization equipment and oxygen delivery devices.
- Formal proposals were sent to vendors in accordance with City policy and under the supervision of the City Purchasing Officer. Proposals were submitted by: Bound Tree Medical, Henry Schein, and Midwest Medical Supply. Based on a competitive bidding process Bound Tree Medical is able to meet all specification requirements and provide all requested supplies at a competitive price.
- Bound Tree Medical has agreed to a five year contract, honoring the pricing agreement for disposable medical supplies. Increases in pricing from a manufacturer will be documented and passed on to the City with a percentage increase no greater than the manufacturer's increase. Changes in pricing will not take effect until approval is received in writing from Fire Department Staff. The City has the right to go out to bid if prices become non-competitive in future years.
- Medical supply purchases are made frequently throughout the year and the department anticipates spending more than $50,000 with this vendor. The Westminster Municipal Code requires that all purchases over $50,000 be brought to City Council for formal consideration.

Expenditure Required: $112,000

Source of Funds: General Fund – Fire Department Operating Budget

Policy Issue

Should the City enter into a negotiated contract with a single vendor, Bound Tree Medical, accepting their proposal of honoring the 2011 pricing agreement for up to a three year period with the possibility of two additional one year agreements?

Alternative

Re-bid disposable medical supplies: This is not recommended because Staff believes the initial bid process provided adequate insight to make its decision. It is Staff's recommendation to continue utilizing this vendor for the purchase of disposable medical supplies.

Background Information

Consultants were asked to provide pricing on the 264 medical supply items that Fire Department personnel may utilize during a medical emergency. Although Bound Tree Medical was not the low bid, they were selected based on their ability to provide all medical supply items within the bid and at a competitive price. Henry Schein was unable to provide pricing on 29 of the items and Midwest Medical was unable to provide pricing on 19 items. In addition, Midwest Medical included 111 substitution items in their proposal. Medical supplies are selected based on the quality, reliability, and cost of the product.

The Fire Department has purchased disposable medical supplies from Bound Tree Medical since July 2003. Bound Tree has continually demonstrated exceptional customer service. Regional representatives are based locally and are readily accessible in times of need.

Additionally, Bound Tree offers an electronic tracking system that facilitates the ordering and inventory process minimizing Fire Department staff hours required to perform this task manually. Based on the past experience working with Bound Tree Medical, Fire Department Staff is recommending the continued use of Bound Tree Medical for the purchase of the bulk of disposable medical supplies.

Respectfully submitted,

J. Brent McFall
City Manager

WESTMINSTER

Agenda Item 8 B

Agenda Memorandum

City Council Meeting
December 12, 2011

SUBJECT: HUD Section 108 Loan Program Grant

Prepared By: Tony Chacon, Senior Projects Coordinator

Recommended City Council Action

Authorize the Mayor to sign a Grant Agreement with the U.S. Department of Housing and Urban Development (HUD) accepting a grant of $2,534,000 to participate in the HUD Section 108 Loan Program.

Summary Statement

- As an "entitlement" city, the City of Westminster receives a direct annual allocation of Community Development Block Grant (CDBG) funds from HUD to benefit low to moderate income persons.
- By receiving CDBG funds, the City is eligible to apply for HUD Section 108 Loan Program funds, where it can receive up to five (5) times its annual CDBG allocation in loan proceeds to assist in funding eligible improvements and development projects.
- The Section 108 Loan Program allows the City to provide loans with a low interest rate and a twenty year repayment term to prospective developers for CDBG eligible projects. The loans are generally repaid from revenue generated from the project(s). The City's only required loan repayment obligation is its pledge to commit the City's annual CDBG allocation as collateral to make the annual loan repayment upon a default. <u>Pledging the CDBG as collateral does not impact the City's ability to use its annual CDBG for other projects. Only in the event of a default would HUD reduce the City's forthcoming CDBG annual allocation to cover the annual debt payment</u>. Any balance of the CDBG funds would still be allocated to the City.
- City Council authorized Staff to apply for the grant on September 27, 2010 to be used towards the creation of a loan pool to help spur redevelopment activity in South Westminster.
- The City was awarded a Section 108 Program grant of $2,534,000 that requires Council's acceptance.
- The City could borrow from the grant award to make low-interest loans available for affordable housing or economic development projects meeting the needs of low to moderate income persons.
- City staff is working with a development prospect on a mixed use project in South Westminster that could utilize a Section 108 loan to make the project financially viable to construct.

Expenditure Required: $ 0

Source of Funds: N/A

Policy Issue

Should the City use its annual CDBG allocation as a means of guaranteeing repayment of a Section 108 Loan to assist in funding revitalization and redevelopment projects in South Westminster?

Alternative

The City Council could choose not to accept the Section 108 Loan Program grant and continue to pursue redevelopment and revitalization efforts in South Westminster using traditional funding mechanisms such as a commitment of CDBG funds as available, rebate of tax increment to developers as available, and/or cash contributions from the City's general fund. Staff does not recommend this alternative as these traditional funding sources remain challenging to provide, while the Section 108 Loan Program offers an alternative means of providing a significant amount of financial capital to assist in South Westminster redevelopment efforts.

Background Information

Over many years, the City of Westminster has used creative financial means to support revitalization and redevelopment efforts in the South Westminster area. The primary means of supporting these endeavors has been the use of a combination of CDBG, sales tax rebates, and general funds from the City, tax increment proceeds from the Westminster Economic Development Authority (WEDA) and cash proceeds from the Westminster Housing Authority (WHA.). In partnership, these resources have led to many successful improvements and developments including the following:

- Streetscape improvements to 72nd Avenue, 73rd Avenue, Lowell Boulevard, Federal Boulevard and Meade Street.;
- Redevelopment of the Westminster Plaza Shopping Center;
- Improvements/redevelopment of the Northgate Shopping Center;
- Redevelopment of the LaConte Shopping Center;
- Construction of the Irving Street Library and Park; and,
- Construction of the Harris Park Townhouses and commercial building.

Recent fiscal challenges are making it difficult to provide the financial assistance needed to continue to support revitalization, and particularly redevelopment endeavors in South Westminster. WHA cash reserves have dwindled, tax increment in the South Westminster Urban Renewal District is needed to repay existing bonds and general fund allocations are severely restricted given recent budget constraints. WEDA's long term ability to sell bonds to finance improvements and facilitate development activity is also impeded by the remaining duration within which to collect tax increment revenues. WEDA only has two remaining years of collections in Phase I of the South Westminster Urban Renewal Area (the Westminster Plaza area) and about six years in Phase II. In another significant development, CDBG funds, which have been a significant source of funding for South Westminster activities, have been reduced over the last several years and are expected to be cut further.

The Section 108 Loan Program provides a means for the City to fund qualified projects. The Section 108 Loan Program is accessible to "entitlement" cities receiving an annual allocation of CDBG funds. The general parameters of the program include:

- An eligible city can apply for a loan(s) up to five times its annual CDBG allocation;
- HUD must give final approval prior to the funds being made available to the project;
- The interest rate is set low at a few basis points above LIBOR, the internationally accepted interbank lending rate;
- The loan has a 20 year repayment term and can be repaid sooner without penalty;
- Projects being funded from the loan proceeds must show the financial ability to repay the loan;
- HUD may authorize loan repayment using a portion of the annual CDBG allocation;

- The City is required to pledge its CDBG allocations as collateral should a default occur on the loan payment. Pledging the CDBG allocation as collateral does not affect the City's ability to expend its annual CDBG allocation. The City would continue to program and spend its annual CDBG allocation as long as the repayment on the loan remains current and in good standing. In the event a default does occur, HUD would subtract the annual loan payment from the City's CDBG allocation in the next fiscal year. The City has no financial obligation beyond pledging CDBG allocations.

Per City Council authorization on September 27, 2010, City staff proceeded to submit an application to HUD for a Section 108 Loan Program grant, which resulted in the City most recently being awarded a grant in the amount of $2,534,000. The grant proceeds would not be sent to the City in its entirety. Rather, the City would make a draw request for a portion of or the entire grant at such time the City chooses to provide a Section 108 loan to a development project having received final HUD approval. In this respect, the terms of the grant require the City to complete an initial draw prior to September 30, 2012 and a last draw by September 30, 2017. The grant would be cancelled should either of these conditions not be met. All draws by the City would be done in compliance with the State of Colorado TABOR requirements.

Should City Council accept the grant, the proceeds will be used to provide loans for new development projects in the South Westminster area. Staff is currently working with a developer interested in redeveloping a section of Lowell Boulevard, between 72nd and 73rd Avenues, into a mixed use project comprised of affordable apartments over commercial space. The developer has expressed an interest in obtaining a loan from the Section 108 program to make the project financially viable. Staff will review and seek approval from City Council of proposed projects.

Acceptance of the grant supports the City of Westminster Strategic Plan Goal of creating and maintaining Vibrant Neighborhood and Commercial Areas, with the objective of maintaining and improving neighborhood infrastructure and housing, and the goal of Financially Sustainable City Government Providing Exceptional Services.

Respectfully submitted,

J. Brent McFall
City Manager

WESTMINSTER

Agenda Item 8 C

Agenda Memorandum

City Council Meeting
December 12, 2011

SUBJECT: Colorado Municipal League 2012 Annual Dues

Prepared By: Barbara Opie, Budget & Special Projects Manager

Recommended City Council Action

Authorize payment of $57,527 for the City's 2011 Colorado Municipal League dues.

Summary Statement

- The City of Westminster's Colorado Municipal League (CML) 2012 dues, which are based on a formula that factors population, assessed valuation, and sales tax collections, total $57,527, which is the same as the 2010 and 2011 dues.

- Adequate funds have been included in the Central Charges budget of the Amended 2012 Budget that was approved and amended by City Council in October 2011. Since these annual membership dues exceed $50,000, City Council authorization is required, per Section 15-1-2 of the Municipal Code.

- CML provides services to 265 cities and towns throughout the state. The annual membership dues to CML include subscriptions to the bimonthly magazine, *Colorado Municipalities,* and the regular CML Newsletter for community officials. Other League services include municipal information services, municipal conferences and workshops, legislative and legal services, administrative agency services, sample ordinances, research and publications. CML is the main voice of municipalities at the State Legislature and has played a critical role for cities and towns in advocating and protecting municipal interests for many years.

Expenditure Required: $57,527

Source of Funds: 2012 General Fund - Central Charges Budget

Policy Issue

Does City Council wish to continue the City's membership in the Colorado Municipal League?

Alternative

Discontinue City membership with the CML, reallocate the funds budgeted for the City membership with CML and utilize the funds for other City priorities. This is not recommended by Staff as CML provides important services, as outlined in this memorandum, that assist the City in many ways.

Background Information

The City of Westminster actively participates in CML meetings and workshops, and extensively utilizes the various services offered by the League. CML advocates on behalf of municipalities throughout the State, distributes numerous publications that provide information on timely topics and trends, hosts workshops and meetings on important municipal issues, and performs research as requested by member jurisdictions.

CML was founded in 1923 and currently represents more than 99 percent of the municipal population in the state. 265 cities and towns are members of CML (out of 271 total cities and towns in the state) and pay dues on an annual basis. CML's formula for arriving at a municipality's dues payment is based on a per capita charge using Department of Local Affairs population estimates, a fraction of the assessed valuation figures from the State Division of Property Taxation, and a fraction of state sales tax collections for the previous calendar year.

In recognition of the economic pressures facing Colorado cities and towns, CML is freezing the 2012 membership dues for the third year in a row at the 2010 rate. In addition, for the third consecutive year, the CML Executive Board approved an additional rebate on municipal dues if paid on or before January 31, which is why Staff is bringing this request for authorization to pay annual dues now in December. If City Council authorizes these annual dues now, Staff will get the dues paid immediately in January to ensure the additional 3% rebate (which will equal about $1,725).

Respectfully submitted,

J. Brent McFall
City Manager

WESTMINSTER

Agenda Item 8 D

Agenda Memorandum

City Council Meeting
December 12, 2011

SUBJECT: Westminster Station Infrastructure—Contract Amendment

Prepared By: Stephen Baumann, Assistant City Engineer

Recommended City Council Action

Authorize the City Manager to execute a contract amendment with Martin/Martin, Inc. in the amount of $85,518 for additional design engineering services for the Westminster Station Infrastructure project; and authorize a design contingency of $8,552 for a total expenditure authorization of $94,070.

Summary Statement

- Under the terms of the intergovernmental agreement with the Regional Transportation District (RTD), the City is to design and construct certain infrastructure improvements to support the FasTracks Westminster Station at 71st Avenue and Irving Street, planned to go into service in early 2016. Council approved a $226,680 contract with Martin/Martin, Inc. in April 2011 to begin the planning and engineering needed to determine an appropriate first phase of these improvements.
- One of the components of the City's concept is a community plaza on the north side of the tracks to take the place of stairs and ramps in the RTD plan but that also necessitates building a retaining wall along the railroad right-of-way. The wall will be the backdrop of the plaza that commuters will use to access the pedestrian underpass and station platform, and is a significant structure. It will also be an architectural focal point for all visitors, commuters and neighbors alike.
- Early in the process of negotiating the Intergovernmental Agreement (IGA) with RTD, it was thought that RTD's concessionaire, Denver Transit Partners, would design and build this wall using a portion of the credit the City will receive from RTD under the IGA. Recently, the City received a proposal from the concessionaire to design and build the wall at a cost of nearly $1.9 million, including $99,500 for structural engineering services only. Martin/Martin's proposal for the structural engineering and design of architectural enhancements is $71,418, and they estimate construction costs will be around half the concessionaire's estimate if the construction contract is publicly bid and is performed in the same time frame as other improvements in the railroad right-of-way.
- City staff is recommending that Council approve an amendment of the Martin/Martin contract to design the retaining wall and to perform other minor planning and engineering tasks that were not part of the their original scope of work. The amendment amount would add $85,518 to the contract. A contingency of $8,552 will bring the total requested authorization of expenditures to $94,070.

Expenditure Required: $94,070
Source of Funds: General Capital Improvement Fund
- South Westminster TOD—AdCo Road Tax

Policy Issue

Should the City amend the contract with their existing consultant, Martin/Martin, Inc., for the design of a retaining wall that is a necessary component of the City's concept for the community plaza that will serve the proposed Westminster Station commuter rail platform?

Alternative

The alternative to the recommended action is to allow the design of the wall to be prepared by RTD's concessionaire, Denver Transit Partners (DTP), at a cost of $99,500. This alternative is not recommended. The DTP cost is nearly 40% higher than the Martin/Martin proposal and includes only the structural engineering. The Martin/Martin proposal covers the structural engineering and also includes design of architectural enhancements that will complement the concepts for the plaza and themes the City hopes to incorporate in the overall character of the transit-oriented neighborhood near Westminster Station. Martin/Martin also has the significant benefit of familiarity with and responsibility for the design of the adjacent improvements under their original contract with the City.

Background Information

In April of 2011, City Council authorized a $226,680 contract with Martin/Martin, Inc for design engineering services for a portion of the public infrastructure that would serve the future transit-oriented-development (TOD) in south Westminster and the proposed Westminster Station commuter rail station that is part of the Regional Transportation District's (RTD) FasTracks project. At that time, the City was negotiating with RTD to replace the RTD station plan (the "base plan") with a plan that was much more compatible with the City's vision for a transit-oriented-development in the station area. Those negotiations have resulted in City Council's approval of an Intergovernmental Agreement (IGA) under which RTD will provide the funds that they would have spent on much of the base plan so that the City can apply the money toward alternative facilities. RTD will retain responsibility for design and construction of the commuter rail track, the station platform and the pedestrian tunnel serving the platform. The City will design and build the bus and commuter access, a first phase parking structure, utilities, and plaza improvements, all of which will need to satisfy RTD's operational needs when the station starts service in early 2016, but which will better integrate with the TOD concept.

One of the components of the City's discussion with RTD and their concessionaire, Denver Transit Partners (DTP) was the responsibility for a retaining wall along the north right-of-way of the railroad and adjoining the proposed plaza. This structure would take the place of the "box" of stairs and ramps proposed in the base plan, and is a key component of the City's plaza concept. The City had previously planned that this wall would be included in DTP's scope of work since DTP would be designing and building the pedestrian tunnel, the station platform and track work, all in the railroad right-of-way. The cost of doing so would have been an offset to the credit that RTD would be giving the City for the improvements DTP would have otherwise constructed. Based on this assumption, that design assignment was not included in Martin/Martin's original scope of work.

A proposal from Denver Transit Partners for the design and construction of this retaining wall was close to $1.9 million, including $99,500 for structural engineering. Martin/Martin's proposal for the equivalent structural engineering plus design of architectural enhancements, lighting and some smaller landscape walls that will also be part of the north plaza is $71,418. An amendment to the Martin/Martin contract is needed and is recommended due to the significant savings compared to the DTP proposal. Martin/Martin also suggests that the cost of the wall construction itself might be around half of the DTP estimated cost. The general approach is to have Martin/Martin prepare plans and specifications and bid the retaining wall work in the approximate same time frame as DTP's work on the pedestrian tunnel and track, expected to happen in 2013.

Other components of the requested amendment of Martin/Martin's contract are several smaller assignments. One is the preparation of a "betterment" request to RTD to substitute a pre-cast concrete arched-pedestrian underpass for the smaller rectangular box culvert that RTD's base plan proposed. Another is the evaluation of alternatives to the alignment of 69th Avenue and its connection to Federal Boulevard as proposed in the RTD base plan. This task will look at what options the City might have for a first phase of improvements that will both satisfy RTD's requirements for access and circulation while optimizing the availability of developer-ready parcels in the station area. These two tasks and other minor efforts outside Martin/Martin/s original scope come to $14,100.

Combining these design tasks yields a proposed fee for services amount of $85,518, and staff is requesting authorization of an amendment of the contract with Martin/Martin to incorporate these tasks in their scope of work. With a recommended contingency of approximately 10%, the total authorization of expenditures is $94,070. Funds for these activities exist in appropriations already in the project account. The design work is intended to begin immediately.

City Council's approval of the recommended contract amendment supports Council's goal of "Vibrant Neighborhoods in One Livable Community" and is in line with Council's strategic planning objective of "Developing Transit-Oriented-Development around Commuter Rail Stations".

Respectfully submitted,

J. Brent McFall
City Manager

Attachment – Contract Amendment

AMENDMENT TO THE
AGREEMENT TO FURNISH DESIGN ENGINEERING SERVICES BETWEEN THE CITY OF WESTMINSTER AND MARTIN/MARTIN, INC, FOR WESTMINSTER STATION INFRASTRUCTURE, PHASE ONE
DATED APRIL 22, 2011

The City of Westminster (hereinafter referred to as the "Owner") and Martin/Martin, Inc, (hereinafter referred to as "Engineer/Architect") agree to amend the Agreement described above as follows:

1. The Scope of Work for Design Engineering Services (Appendix A to the Agreement) shall be revised to add Task 3.4.8, North Plaza Retaining Wall, that task to include the preparation of preliminary and final design of a railroad embankment retaining wall at the north side of the BNSF Railroad right-of-way and the south edge of the proposed North Plaza. The Engineer/Architect will evaluate retaining wall layouts in conjunction with the North Plaza plans and those plans being developed by RTD's concessionaire, Denver Transit Partners (DTP) for the pedestrian underpass connecting the North Plaza to the station platform, and plans for utility work and grading in the tunnel area, and plans for the track and platform at Westminster Station. The design effort will have preliminary and final design stages for the structural and architectural components of the wall with the intention of packaging plans and specifications sufficient to bid and construct the wall in conjunction with the construction of the pedestrian underpass by DTP. Deliverables will include:

   - Preliminary layouts/descriptions for several wall types to determine with the Owner, BNSF and DTP the wall location and type;
   - Preliminary cost estimates for the several wall types;
   - Geotechnical analysis to adequately design the wall and its foundation;
   - A plan showing limits and overlaps, and phasing of excavation and backfill needed for the wall that considers similar work by DTP for the pedestrian underpass;
   - Design drawings for a closure piece that will be necessary to connect the wall and the pedestrian underpass;
   - Preliminary plans and specifications for review by BNSF, RTD, DTP and the Owner;
   - Final plans and specifications for review by BNSF, RTD, DTP and the Owner;
   - Construction documents for bidding the work and for use with award of the contract for construction.

2. The Scope of Work for Design Services (Appendix A to the Agreement), Section 3.4.7, Minor Contract Revisions shall be shall be revised to include the following three tasks:

   - Evaluate and prepare pedestrian underpass betterment package for submittal to RTD in the form of site plan(s), detail drawings and notes that depict the Owner's desired upgrade of the plan originally prepared be RTD.
   - Prepare graphics and other illustrations of the project plans.
   - Evaluate and prepare conceptual alignments for 69th Avenue for consideration by the Owner.

3. Compensation to the Engineer/Architect for this addition to the Scope of Work is estimated and described in the attached Exhibit 1. Agreement Article 12.1 BASIC COMPENSATION is revised to read as follows:

12.1.1 For Basic Services, as defined in paragraph 1.1 and paragraph 2.6 herein, and any other services included in Article 14 as part of Basic Services, Basic Compensation shall be according to the Engineer's fee schedule, as set forth in Appendix B to the Agreement, incorporated herein by this reference, including Reimbursable Expenses as described therein. The maximum amount billable under this Agreement shall not exceed Three Hundred Twelve Thousand, One Hundred Ninety-Eight and No/100's Dollars ($312,198.00). The Engineer shall submit invoices to the Owner for services rendered during the preceding month, such invoices to be in such form and detail as shall reasonably be required by the Owner. Reimbursable Expenses shall be itemized. The Owner agrees to pay the Engineer within thirty (30) days of receipt of properly documented invoices.

4. All other terms and conditions of this Agreement shall remain in effect.

This Amendment is dated the _____ day of December, 2011.

MARTIN/MARTIN, INC.

By:_____

Printed Name:_____

Title:_____

Attest:_____
Secretary

(Corporate Seal,
if applicable)

CITY OF WESTMINSTER

By:_____

Printed Name:_____

Title:_____

Attest:_____
City Clerk

(Seal)

Approved as to legal form and content:

_____
City Attorney

Rev'd 1/06

Retaining Wall Tasks	PM	Sr. Des.	DES	CAD	Admin.	Sub-Consultant	TOTALS	
Task	hrs	hrs	hrs	hrs	hrs	Fee	hrs	Cost
A. Project Development (Conceptual)								
1. Kick-off meeting	3	3			1		7	$845
2. Develop Design Criteria and Consensus on Project Goals	2	4					6	$780
3. Initial BNRR Coordination	4						4	$560
4. Develop Wall Alternatives & Cost Estimates	4	8		8			20	$2,184
5. Selection of Preferred Alternative	2	2					4	$530
6. Subsurface Investigation & Foundation Recommendations		2				$5,500	2	$5,750
Subtotal - Project Development							**43**	**$10,649**
B. Preliminary Design								
1. Preliminary Wall Layout	1	4		8			13	$1,264
2. Preliminary Utility Coordination	2	4		2			8	$936
3. BNRR Coordination	4						4	$560
4. Status Meetings (2 meetings)	8	6			2		14	$1,690
5. Preliminary Wall Design - Main Wall	1	2	8				11	$1,134
6. Preliminary Foundation Design	1	4	8				13	$1,384
7. Preliminary Headwall & Conspan Interface Design	1	4	8				13	$1,384
8. Preliminary Plans, Specifications, and Cost Estimate	2	4	8	24			38	$3,396
9. Preliminary Review Submittal	1	2	2	8			13	$1,200
10. Review Meeting	3	3					6	$795
Subtotal - Preliminary Design							**133**	**$13,743**
C. Final Design								
1. Finalize Wall Layout		2	2	4			8	$748
2. BNRR Coordination	4						4	$560
3. Status Meetings (2 meetings)	6	6			2		14	$1,690
4. Final Wall Design - Main Wall	1	4	16				21	$2,128
5. Final Foundation Design	1	4	12				17	$1,756
6. Final Headwall & Conspan Interface Design	1	4	8				13	$1,384
7. Final Plans, Specifications, and Cost Estimate	2	8	8	40			58	$5,144
8. Final Review Submittal	1	2	4	4			11	$1,074
9. Final Review Meeting	3	3					6	$795
10. QA/QC & Constructability Review	4						4	$560
Subtotal - Final Design							**156**	**$15,839**
D. Construction Documents								
1. Prepare "Construction-Issue" Documents	2	4	8	16			30	$2,772
Subtotal - Construction Documents							**30**	**$2,772**
Total Labor - Retaining Wall							**362**	**$43,003**

Architectural Related Tasks	PM	Sr. Des.	DES	CAD	Admin.	Sub-Consultant	TOTALS	
Task	hrs	hrs	hrs	hrs	hrs	Fee	hrs	Cost
E. Architectural Coordination and Details								
1. Architectural Design and Coordination	4	4				$6,550	8	$7,810
2. Structural Design - Shade Structure & Ped. Handrails	2	6	24				32	$3,262
3. Structural Design - Architectural Fencing	1	4	16				21	$2,128
4. Structural Design - Stone Façade		2	4				6	$622
5. Structural Design - Columns/Monuments		2	8				10	$994
6. Structural Design - Entertainment and Ticketing Platforms		2	4				6	$622
7. Preliminary Wall Design - Landscape Walls (adjacent to RR Wall)	1	8	24				33	$3,372
8. Lighting Design	1	4				$2,750	5	$3,390
9. Coordination Meetings (3 meetings)	9	9			3		21	$2,535
10. Incorporate Architectural Details into Wall CDs	1	4	8	32			45	$3,880
Total Labor - Architectural Coordination and Details							**187**	**$28,415**

Minor Contract Revisions	PM	Sr. Des.	DES	CAD	Admin.	Sub-Consultant	TOTALS	
Task	hrs	hrs	hrs	hrs	hrs	Fee	hrs	Cost
F. Minor Contract Revisions								
1. Prepare Graphics for Presentation								$3,500
2. Prepare Betterment Package for Pedestrian Tunnel								$5,800
3. Evaluate Alignment Options for 69th Avenue								$4,800
Total Minor Contract Revisions								**$14,100**

Direct Expenses:	
Printing	$500
Mileage	$138
Misc.	$250
Total Direct Expenses:	**$888**
Project Total:	**$85,518**

Exhibit 1

WESTMINSTER

Agenda Item 8 E

Agenda Memorandum

City Council Meeting
December 12, 2011

SUBJECT: Regional Self Contained Breathing Apparatus Interoperability Program

Prepared By: Mike Reddy, Emergency Management Coordinator

Recommended City Council Action

Authorize the Fire Department to take possession of federally funded Self Contained Breathing Apparatus (SCBA) valued at $534,396.30 as part of a regional equipment interoperability program offered by the North Central All Hazards Homeland Security Region and the Denver Urban Area Security Initiative.

Summary Statement

- The North Central All Hazards Homeland Security Region (NCR) and the Denver Urban Area Security Initiative (UASI) program were created in response to the terrorism events of September 11, 2001. Both entities collaborate to identify, prioritize and purchase equipment for local government first responder agencies. The board and working groups of both organizations identified interoperable SCBA equipment for all first responder agencies within a 10 county homeland security region as a top priority and have been purchasing such equipment for a number of jurisdictions since 2006.

- The program is a multi-year effort using Department of Homeland Security grant funds with no local match requirements. The City and County of Denver acts as financial agent to purchase and distribute equipment to local first response agencies (sub-grantees) through a written agreement.

- Through the agreement, the City of Westminster will receive new Scott brand NxG2 SCBA equipment in exchange for the City's existing older SCBA units. All sub-grantees agree to maintain the new SCBA as to quality and brand standard in future SCBA purchases. The new equipment standard assures interoperability of all SCBA equipment within the region and eliminates concerns about compatibility with this equipment in firefighter emergency situations and with the refilling of SCBA air cylinders in a multi-jurisdiction emergencies and disasters.

Expenditure Required: $ 0

Source of Funds: N/A

Policy Issue

Should the City of Westminster utilize the Intergovernmental Agreement (IGA) approved by Council on September 18, 2006 with City and County of Denver, Urban Area Security Initiative (UASI) to take possession of the SCBA equipment to replace and upgrade the Fire Department's existing SCBA equipment using NCR/UASI funding from the Department of Homeland Security?

Alternative

Direct Staff to not take possession of the new SCBA equipment that is being provided by the regional initiative. This option is not recommended because the City's existing SCBA equipment will be sub-standard to what exists in the region and surrounding jurisdictions causing safety concerns during multi-jurisdictional events. The City would have to maintain existing SCBA equipment and eventually replace the equipment in the next few years solely at the City's expense at considerable cost.

Background Information:

The Federal Homeland Security Grant funds that have supported the SCBA program are likely to diminish or not be available for SCBA purchase in the near future. The regional committees have provided SCBA equipment to most Metro Denver Fire Departments and Fire Protection Districts. Westminster is one of the last municipalities to be offered the equipment upgrade program. Since 2001 the Department of Homeland Security has provided funds to states and local government to improve regional response to terrorist events. It is understood and expected that the equipment will be used in both day-to-day emergency response as well as improve regional interoperability in large-scale emergencies and disasters due to the fact of having one brand and standard of SCBA.

The UASI program will likely not be funded for Denver after 2012 due to a re-classification and reduction of UASI designated cities in the United States. This grant funding opportunity is likely to be the last the City will have available for such regional purchases.

Ultimately, it will be necessary to replace the entire SCBA equipment cache at the City's expense and the City would have to consider purchasing equipment using the new standard if we were to respond to multi-jurisdictional events or be somewhat isolated from other jurisdiction by not having the newer state of the art SCBA equipment offered through the regional purchase program. Currently, the Fire Department often responds with other fire jurisdictions through mutual and automatic aid agreements that already possess this standard of SCBA, potentially creating compatibility issues in terms of emergency breathing procedures and air bottle compatibility. Having standardized SCBA will greatly increase the level of safety for firefighters when fire departments are operating at multi-jurisdictional events.

The Strategic Planning Goals of a Financially Sustainable City Government Providing Exceptional Services and a Safe and Secure Community are both addressed. The City will save over $500,000 when accepting this award by not having to replace existing SCBA in the near future. By providing the latest technology in SCBA equipment, firefighter safety increases as well as being better equipped to protect life and property of the community they serve.

Respectfully submitted,

J. Brent McFall
City Manager

WESTMINSTER

Agenda Item 8 F-H

Agenda Memorandum

City Council Meeting
December 12, 2011

SUBJECT: Second Reading of 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. Pass Councillor's Bill No. 37 on second 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.

2. Pass Councillor's Bill No. 38 on second reading annexing the Westminster High School property into the City.

3. Pass Councillor's Bill No. 39 on second 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 a 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.

- This request for annexation, CLUP amendment, and zoning supports Council's goal of *Vibrant Neighborhoods in One Livable Community.*
- These Councillor's Bills were approved on first reading by the City Council on November 28, 2011.

Expenditure Required: $0

Source of Funds: N/A

Respectfully Submitted,

J. Brent McFall
City Manager

Attachments
- CLUP Ordinance with Exhibits A & B
- Annexation Ordinance
- Zoning Ordinance with Exhibits A & B

BY AUTHORITY

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

SERIES OF 2011 INTRODUCED BY COUNCILLORS
Lindsey - Major

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

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

a. That the City has initiated an amendment to the Westminster Comprehensive Land Use Plan, pursuant to W.M.C. §11-4-16(D), for the 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

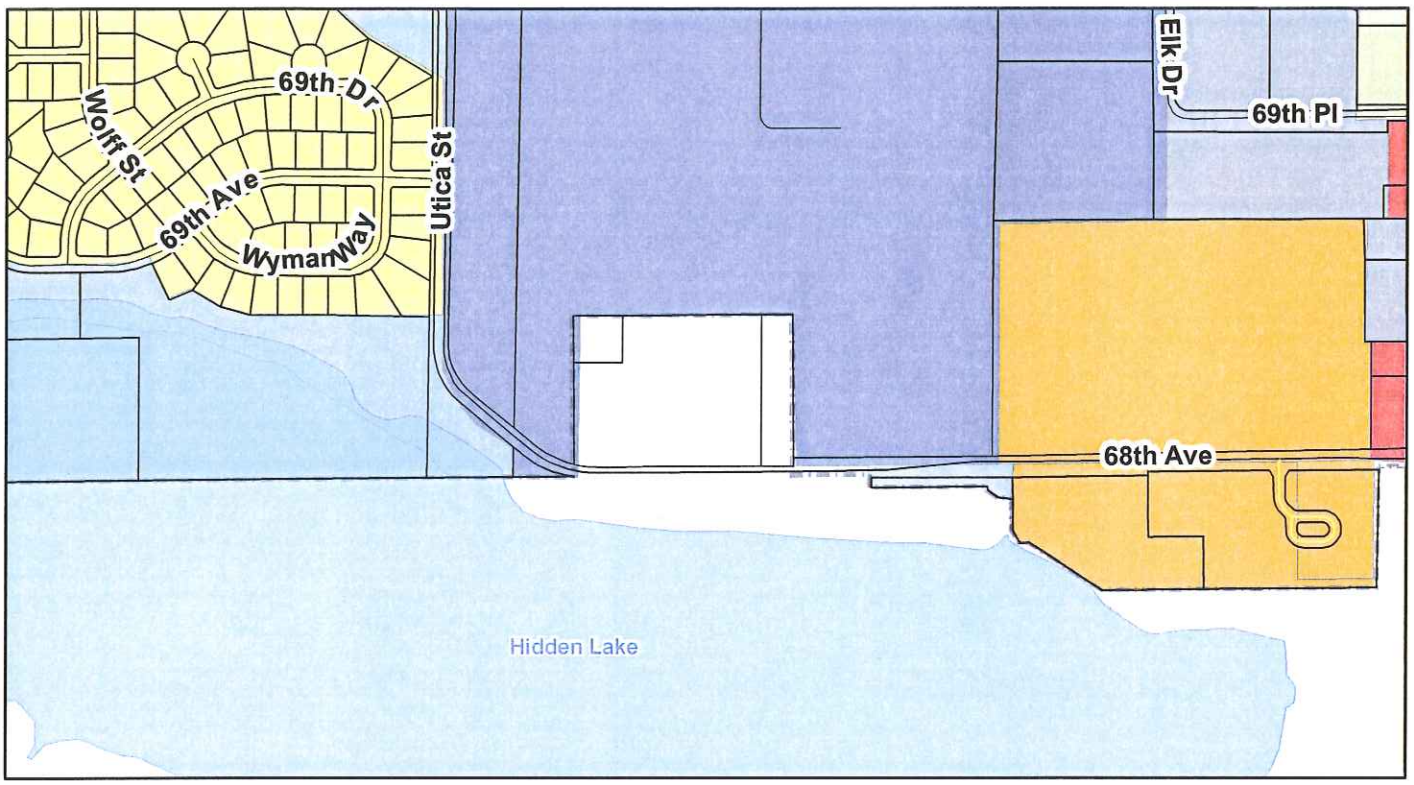
WESTMINSTER HIGH SCHOOL ANNEXATION

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.

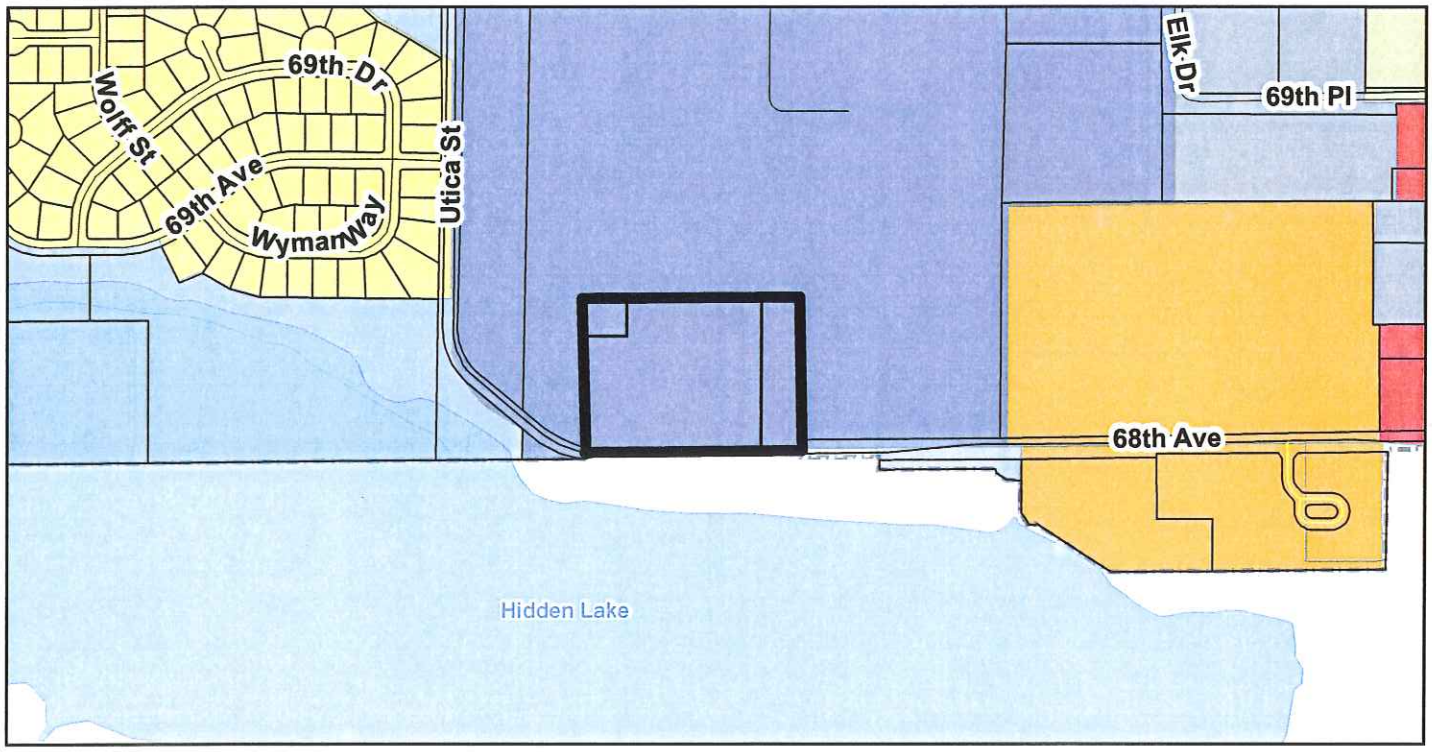
Exhibit B - CLUP Amendment



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
Lindsey - Major

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
Lindsey - Major

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.

_____
Mayor

ATTEST: APPROVED AS TO LEGAL FORM:

_____ _____
City Clerk City Attorney's Office

LEGAL DESCRIPTION

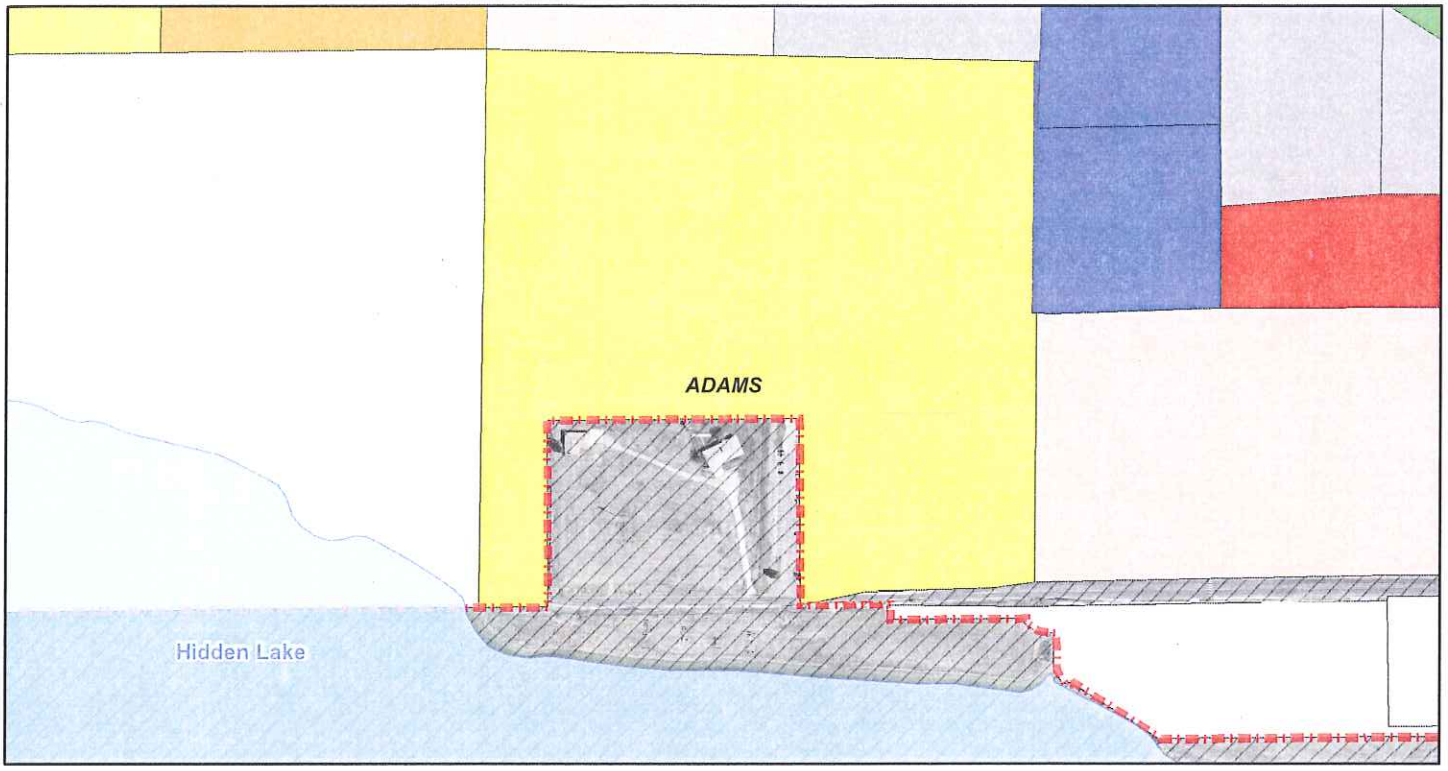
WESTMINSTER HIGH SCHOOL ANNEXATION

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:

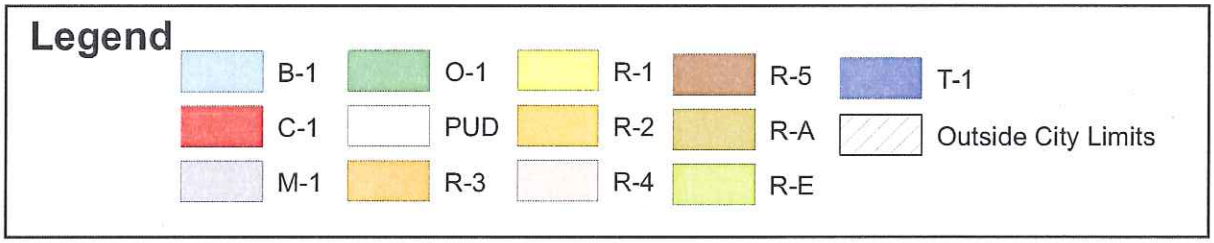
COMMENCING AT THE SE CORNER OF THE NE1/4 OF SECTION 6, T.3S., R.68W., OF THE 6TH P.M.; THENCE S88°04'38"W ALONG THE SOUTH LINE OF THE NE1/4 OF SAID SECTION 6 A DISTANCE OF 1863.17 FEET TO THE POINT OF BEGINNING; THENCE S88°04'38"W ALONG SAID SOUTH LINE A DISTANCE OF 604.16 FEET; THENCE N00°38'30"W A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

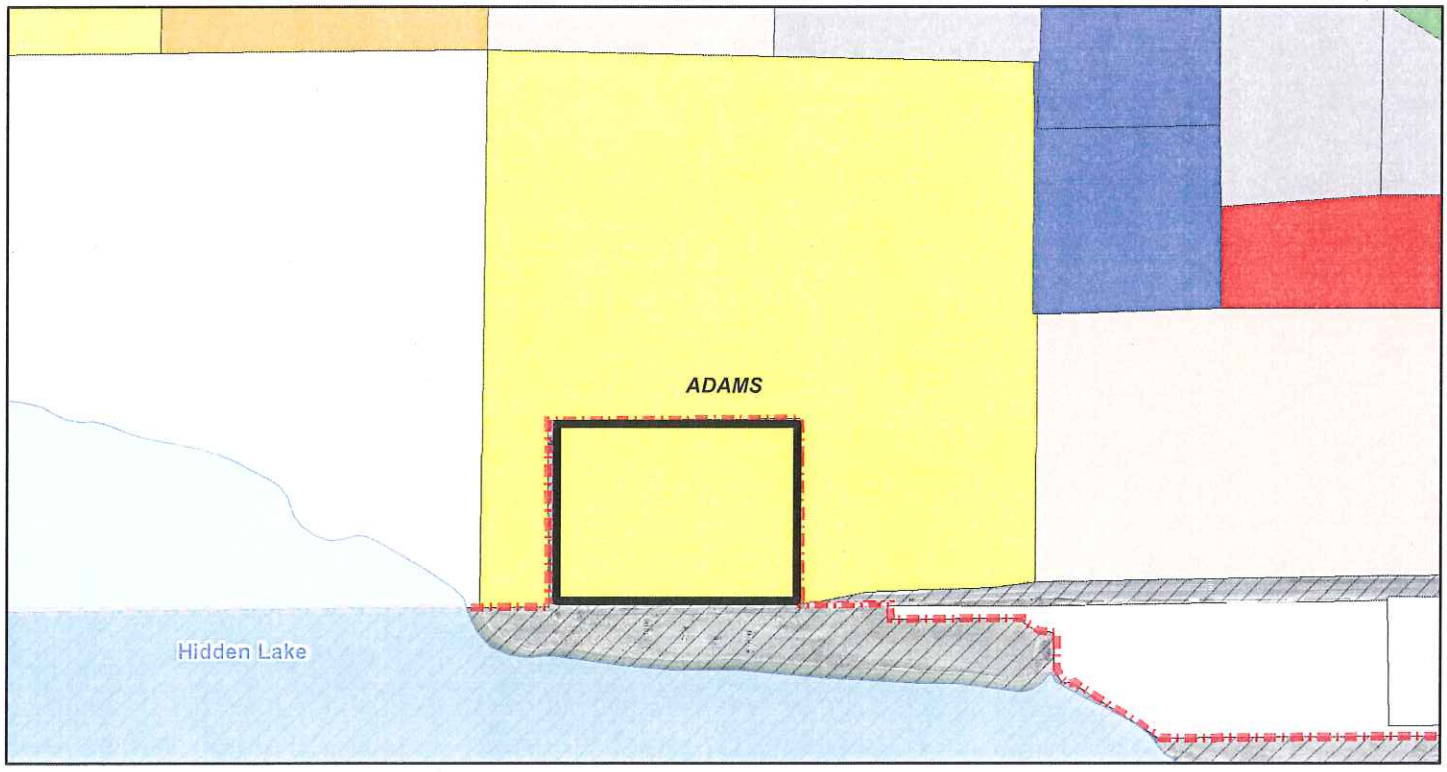
Exhibit B - Zoning



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



New Zoning Designation = R-1



WESTMINSTER

Agenda Item 8 I

Agenda Memorandum

City Council Meeting
December 12, 2011

SUBJECT: Second Reading of 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 second reading, providing for a supplemental appropriation of funds to the 2011 Budget of the General, General Capital Outlay Replacement, Parks Open Space and Trails, and General Capital Improvement Funds.

Summary Statement

- City Council action is requested to adopt the attached Councillor's Bill on second reading authorizing a supplemental appropriation to the 2011 Budget of the General, General Capital Outlay Replacement, Parks Open Space and Trails, and General Capital Improvement Funds.
    - General Fund amendments total: $203,987
    - General Capital Outlay Replacement Fund amendments total: $721,920
    - Parks Open Space and Trails Fund amendments total: $190,000
    - General Capital Improvement Fund amendments total: $48,233

- This Councillor's Bill was approved on first reading on November 28, 2011.

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.

Respectfully Submitted,

J. Brent McFall
City Manager

Attachment – Ordinance

BY AUTHORITY

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

SERIES OF 2011 INTRODUCED BY COUNCILLORS
Briggs - Kaiser

A BILL
FOR AN ORDINANCE AMENDING THE 2011 BUDGETS OF THE GENERAL, GENERAL CAPITAL OUTLAY REPLACEMENT, PARKS OPEN SPACE AND TRAILS, 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, Parks Open Space and Trails, 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
Parks Open Space and Trails 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 8 J

Agenda Memorandum

City Council Meeting
December 12, 2011

SUBJECT: Second Reading of 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 second reading, authorizing the City Manager to execute an Intergovernmental Agreement with the Regional Transportation District, in substantially the same form as attached, related to the City's Local Agency Contribution for the FasTracks Northwest Rail Electrified Segment.

Summary Statement

- City Council action is requested to pass the attached Councillor's Bill on second reading that executes an Intergovernmental Agreement (IGA) with the Regional Transportation District (RTD) for the City's Local Agency Contribution (LAC) 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.
- The RTD financial plan, completed in preparation for the FasTracks ballot issue that District voters approved in 2004, included a LAC of 2.5% of total project costs.
- The total project cost for the segment of the Northwest Rail Electrified Segment (NWES) to 70th and Irving Street in south Westminster 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.
- This Councillor's Bill passed on first reading on November 28, 2011.

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.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment – Ordinance with IGA (Attachment A)

BY AUTHORITY

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

SERIES OF 2011 INTRODUCED BY COUNCILLORS
Major - Kaiser

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

D R A F T

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

D R A F T

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

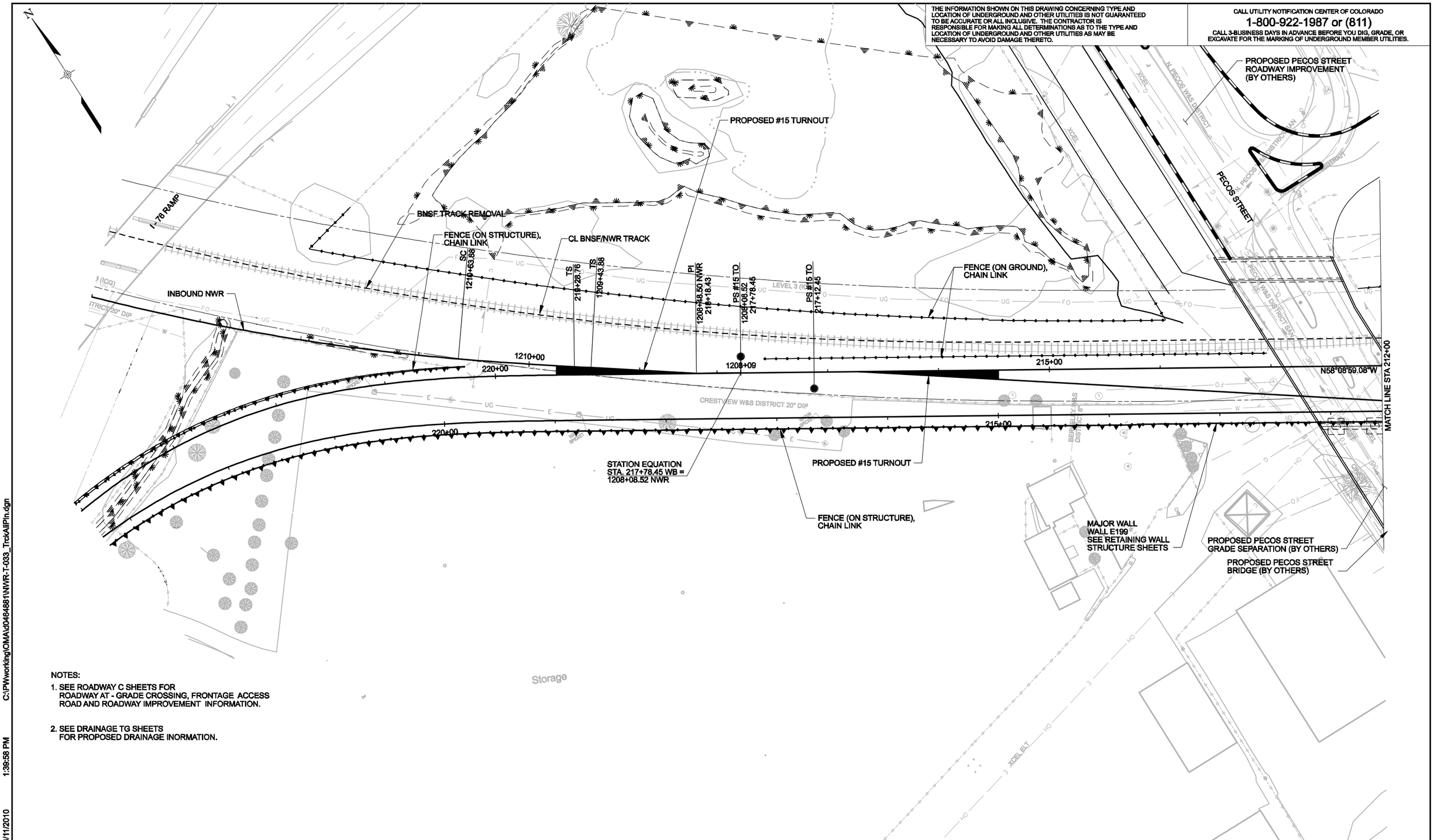
DRAFT

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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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

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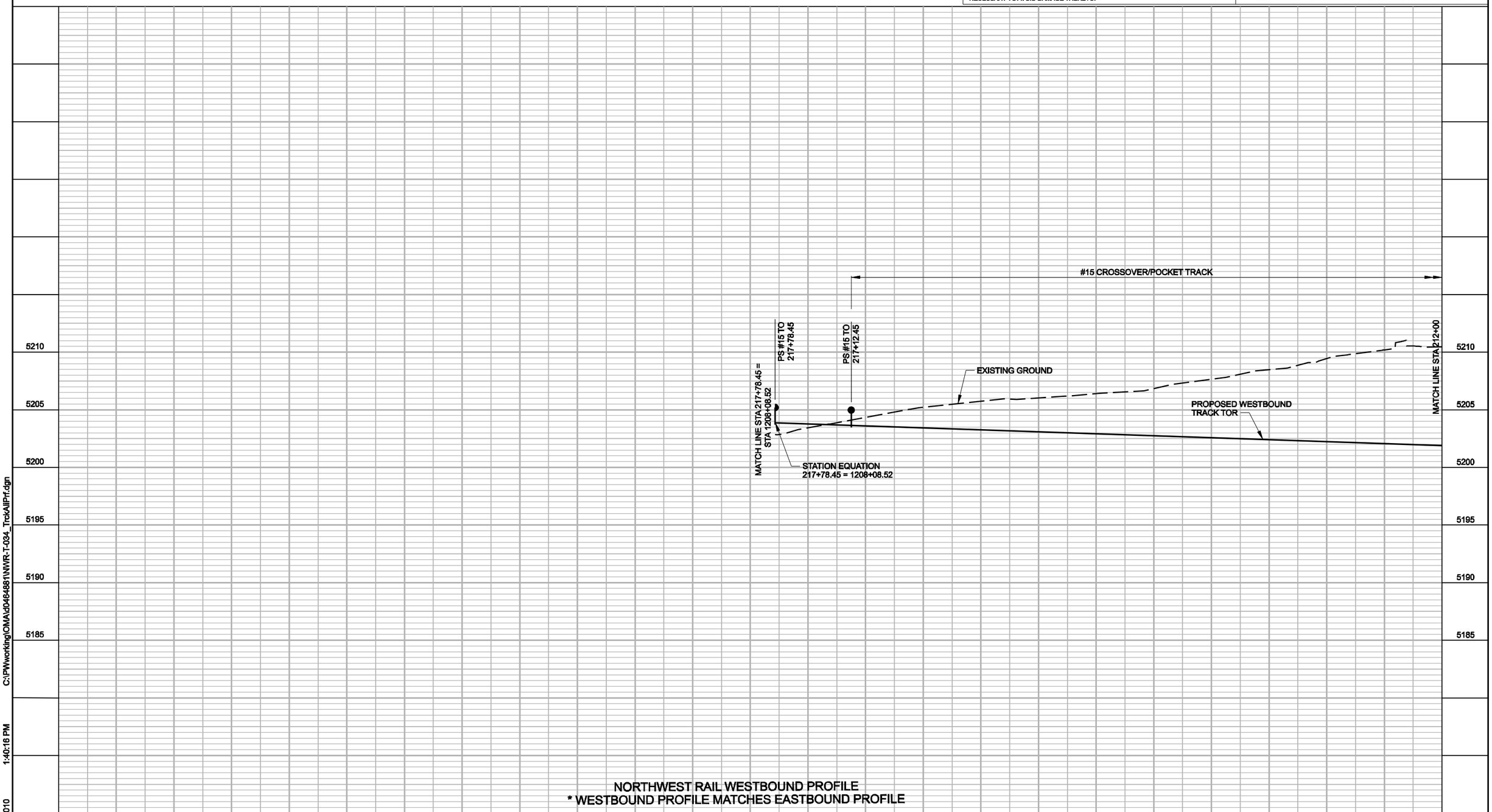

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DENVER, COLORADO 80202
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NORTHWEST RAIL ELECTRIFIED SEGMENT

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

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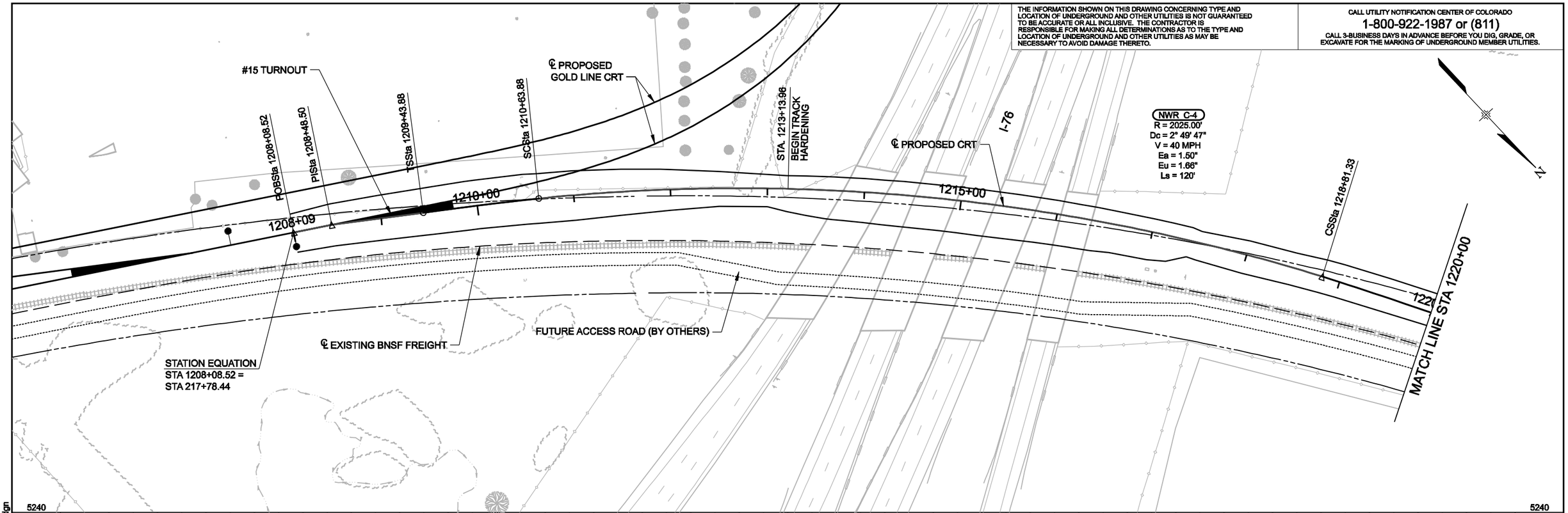

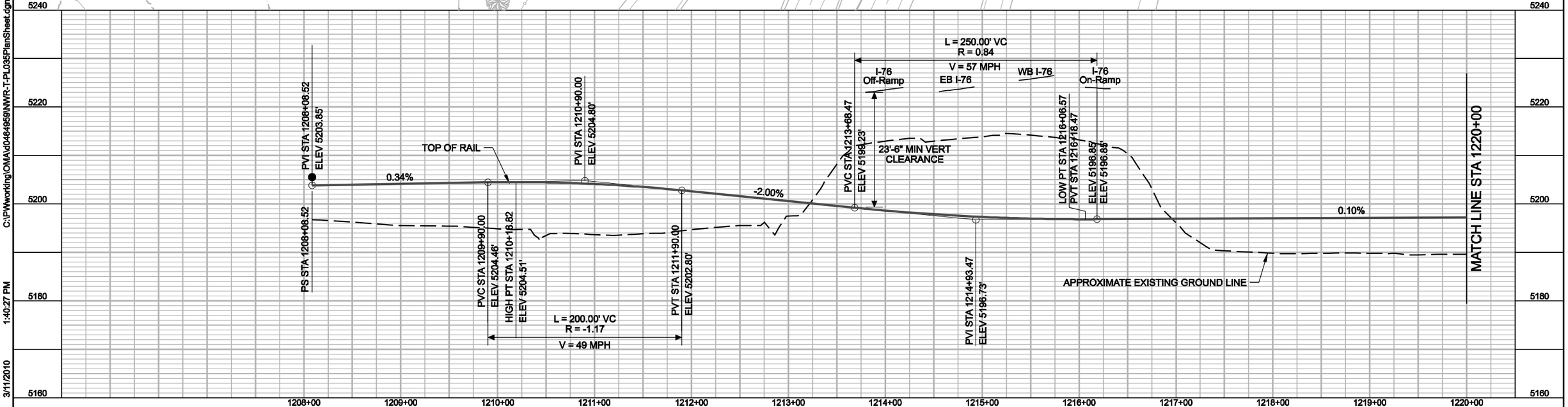

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DRAWN BY: BEG DATE: 12-10-09
CHECKED BY: JCM DATE: 1-04-10
TWG LEAD: JCM DATE: 1-04-10

DENVER TRANSIT PARTNERS

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VERT. SCALE: 1"=10'
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NORTHWEST RAIL ELECTRIFIED SEGMENT TRACK

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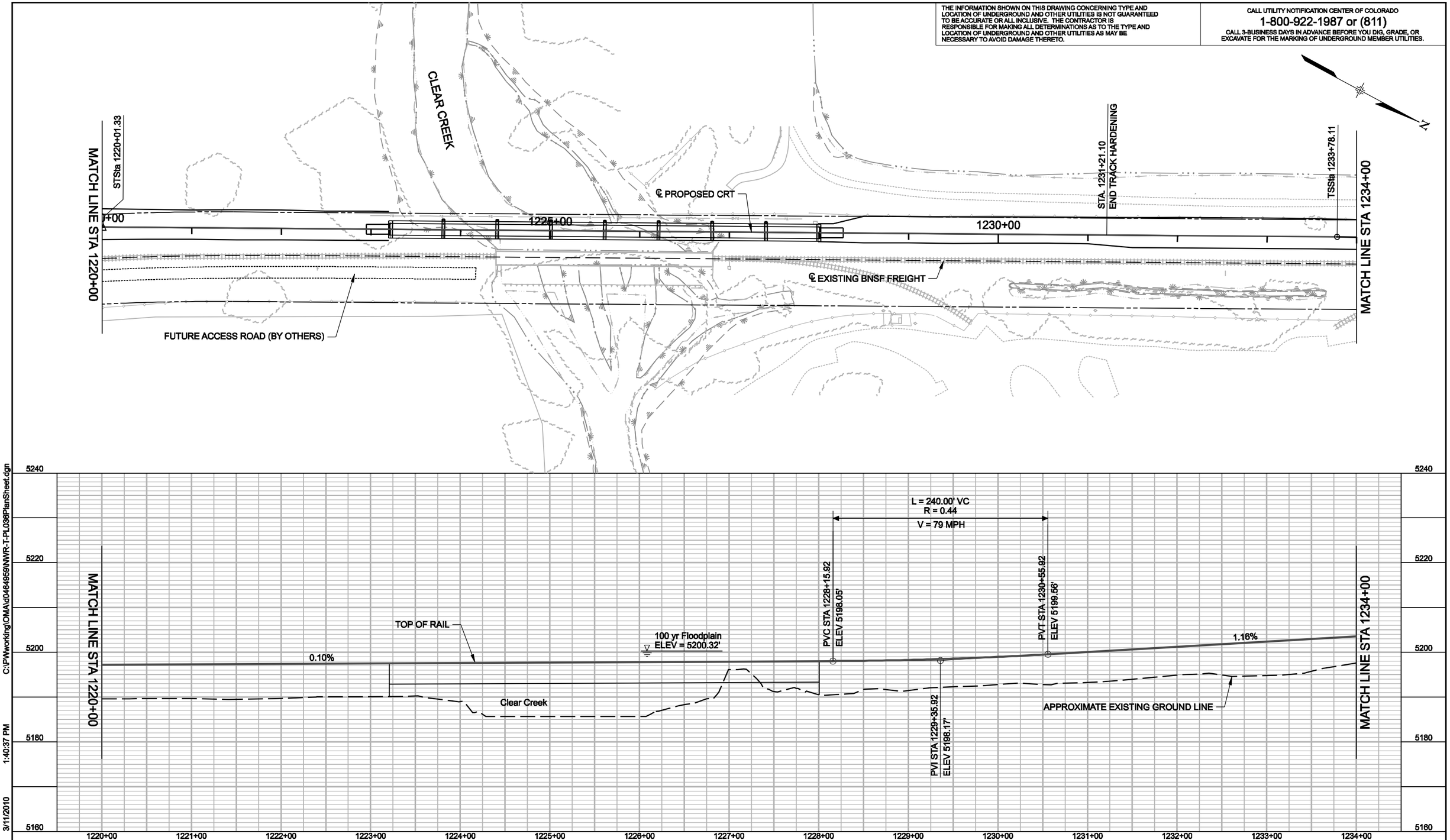

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(303) 299-6990

NORTHWEST RAIL ELECTRIFIED SEGMENT TRACK

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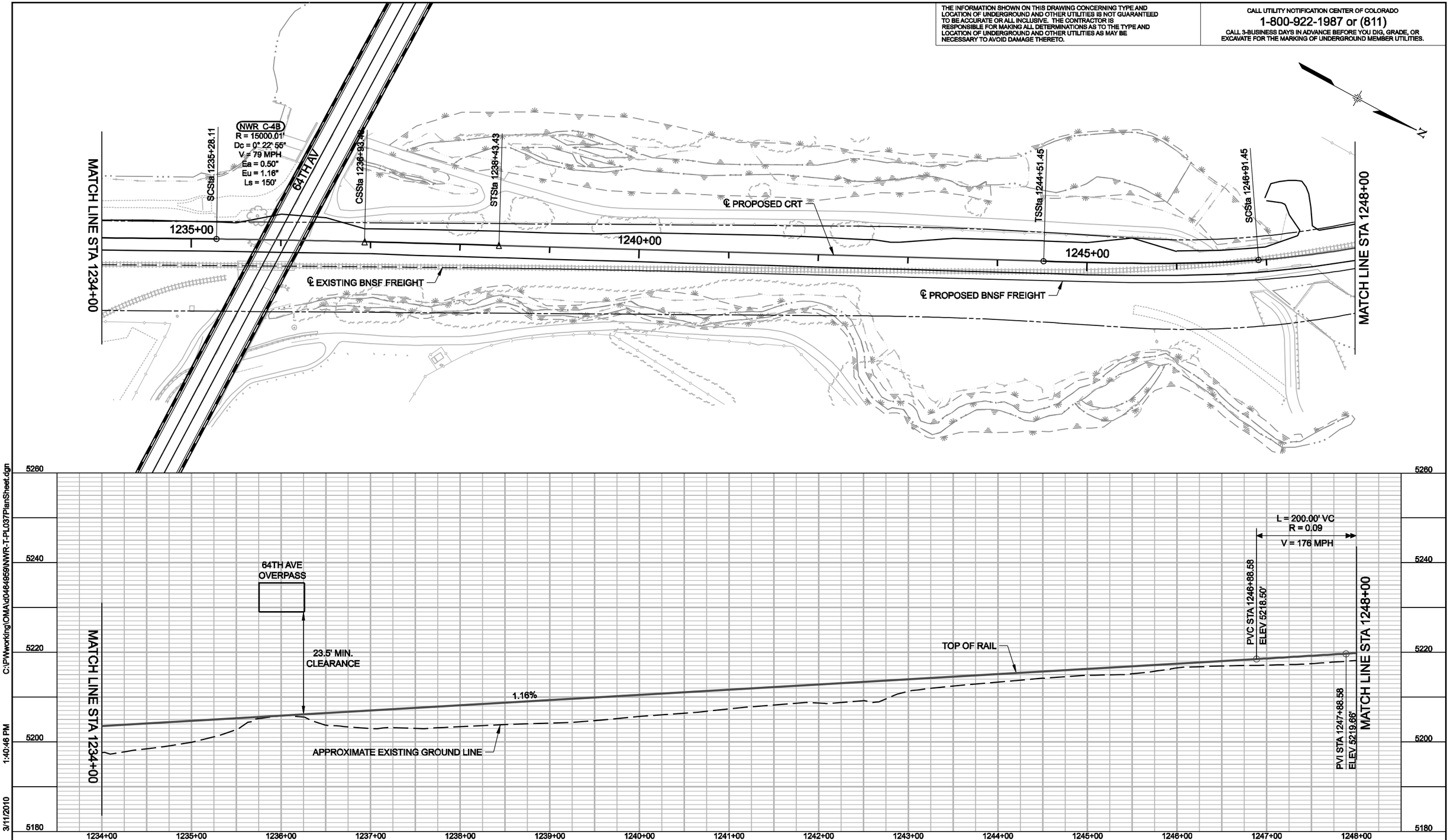

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PROPOSAL SUBMITTAL

RTD FASTRACKS
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DENVER, COLORADO 80202
(303) 299-6990

NORTHWEST RAIL ELECTRIFIED SEGMENT TRACK

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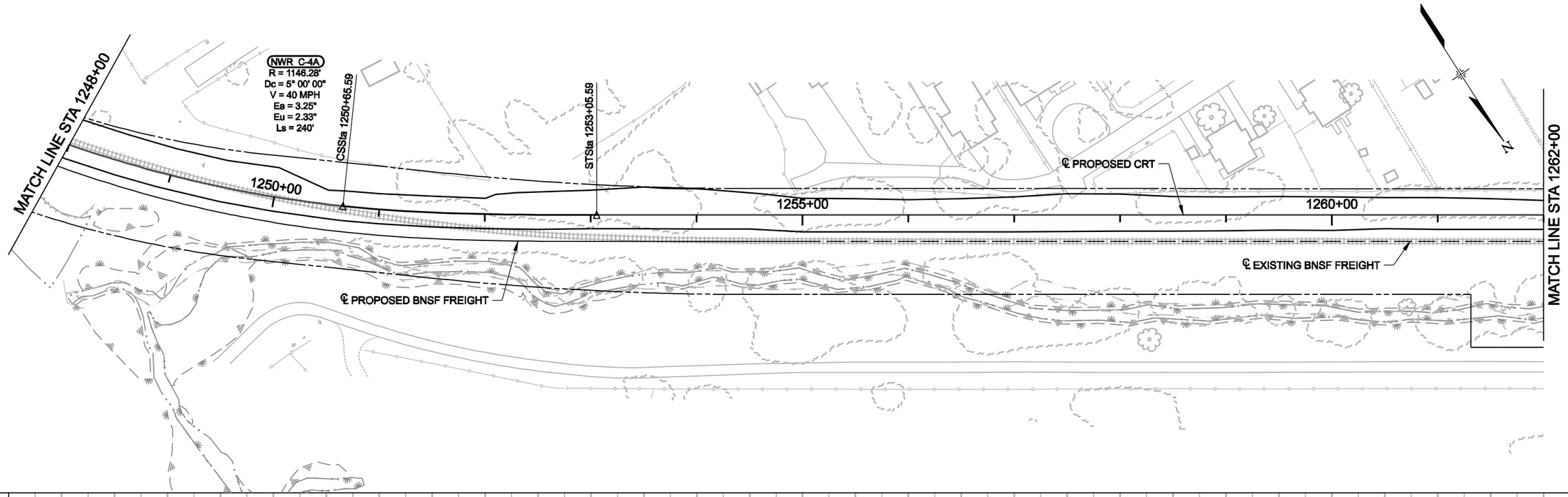

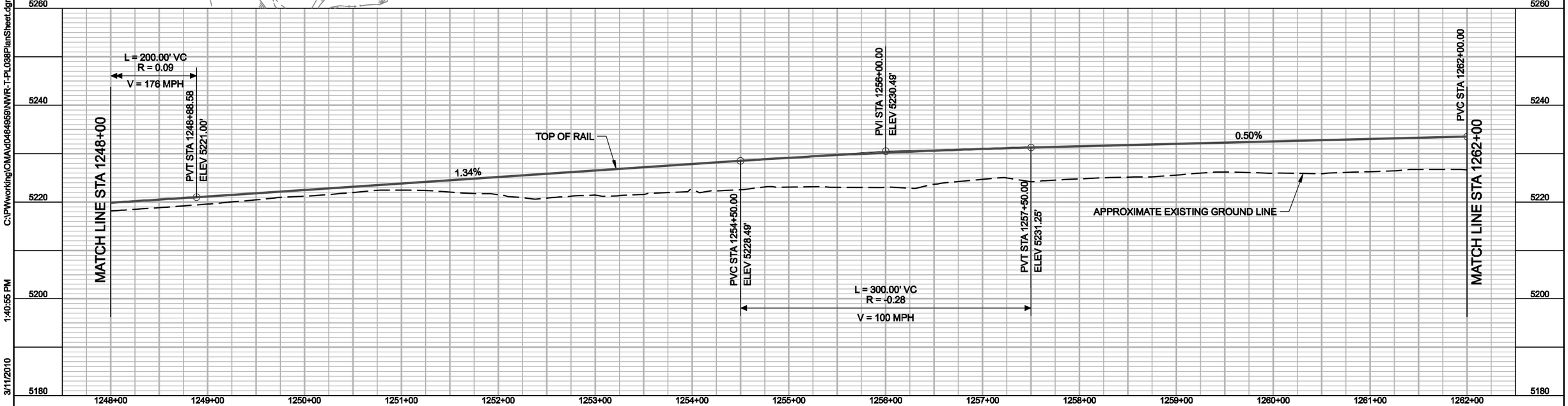

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DENVER TRANSIT PARTNERS

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DENVER, COLORADO 80202
(303) 299-6990

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SHEET REFERENCE NUMBER:
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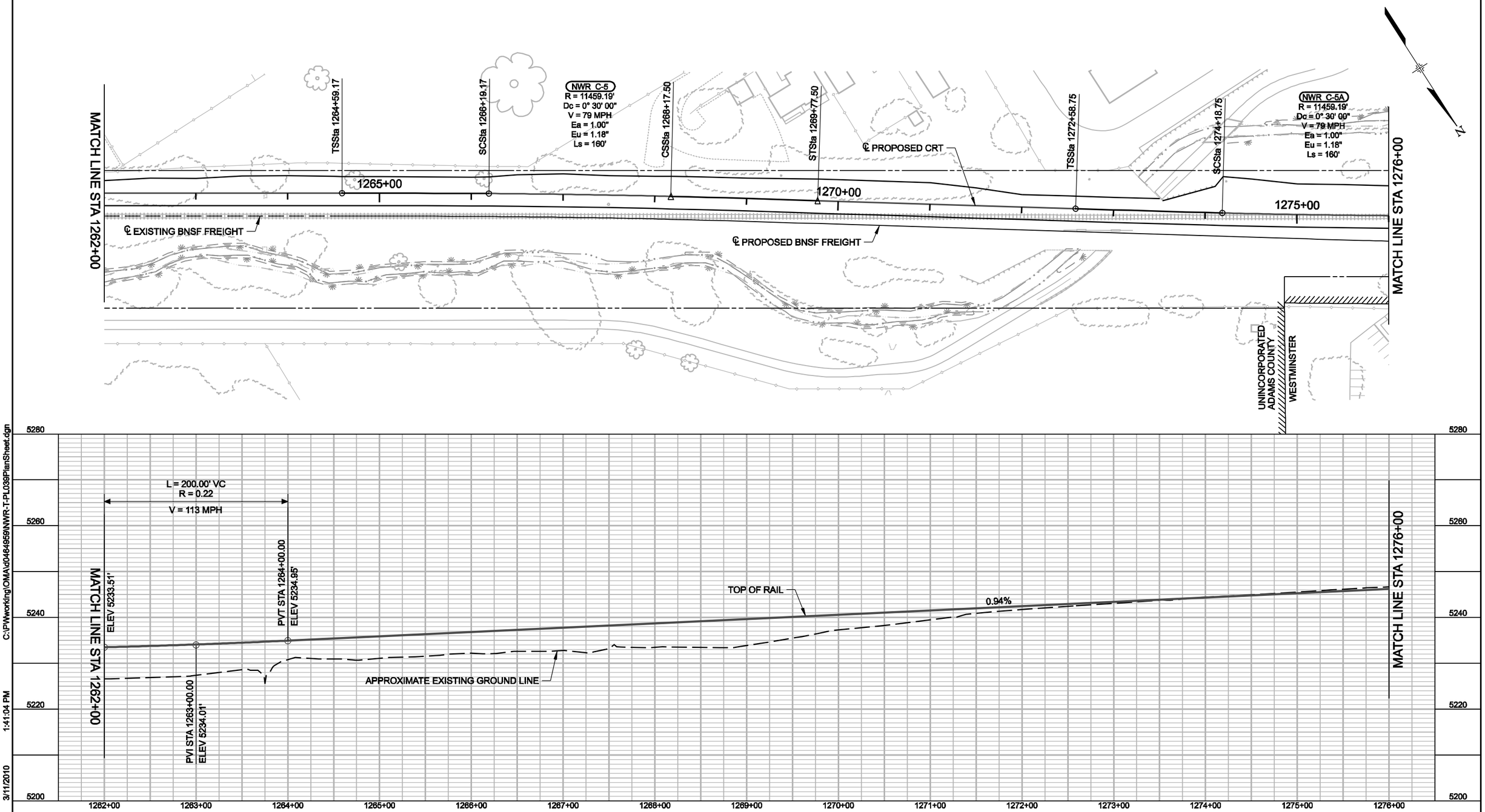
THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING ALL DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID 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
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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1:41:04 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.

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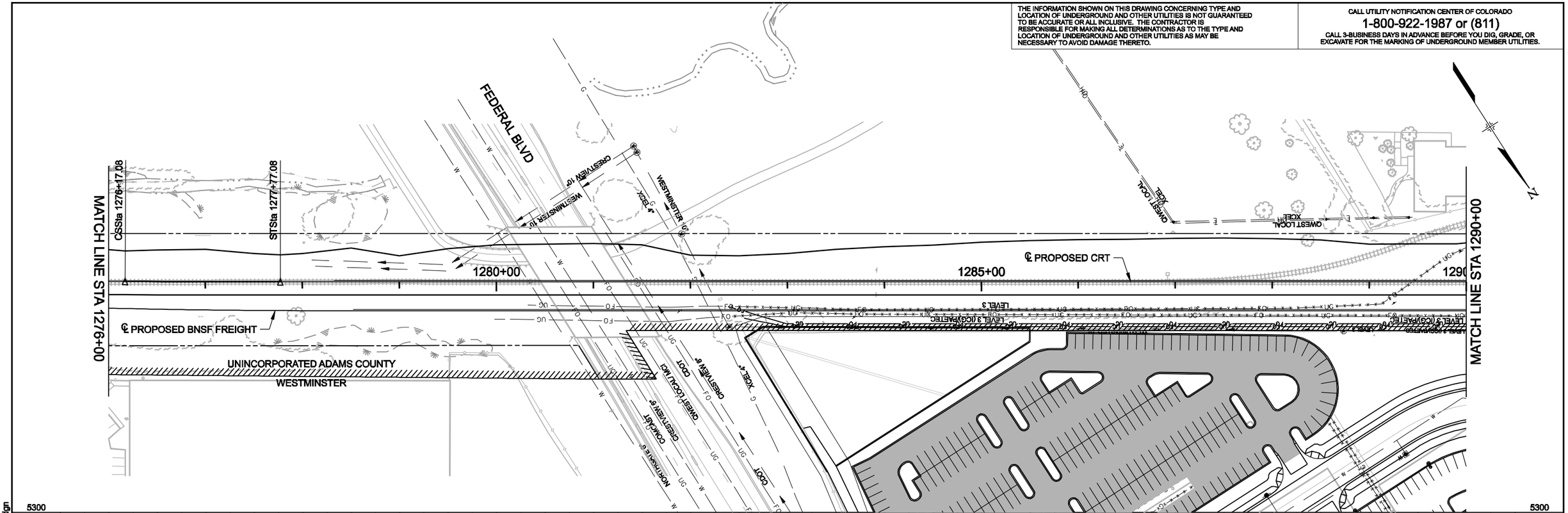
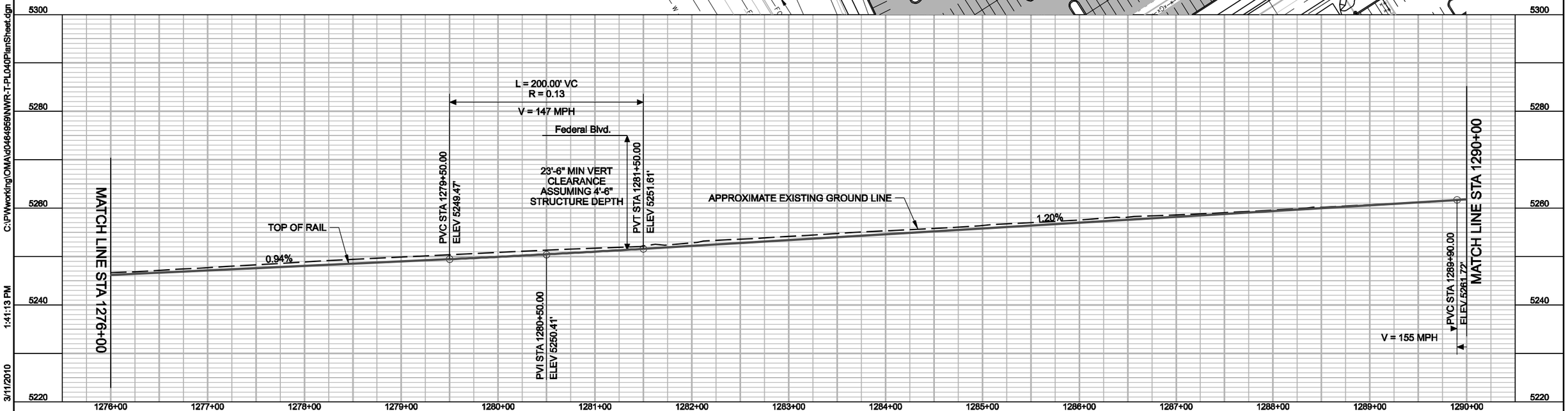
1-800-922-1987 or (811)
CALL 3-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.





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. 1276+00 TO 1290+00

SHEET REFERENCE NUMBER:
T-040

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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.

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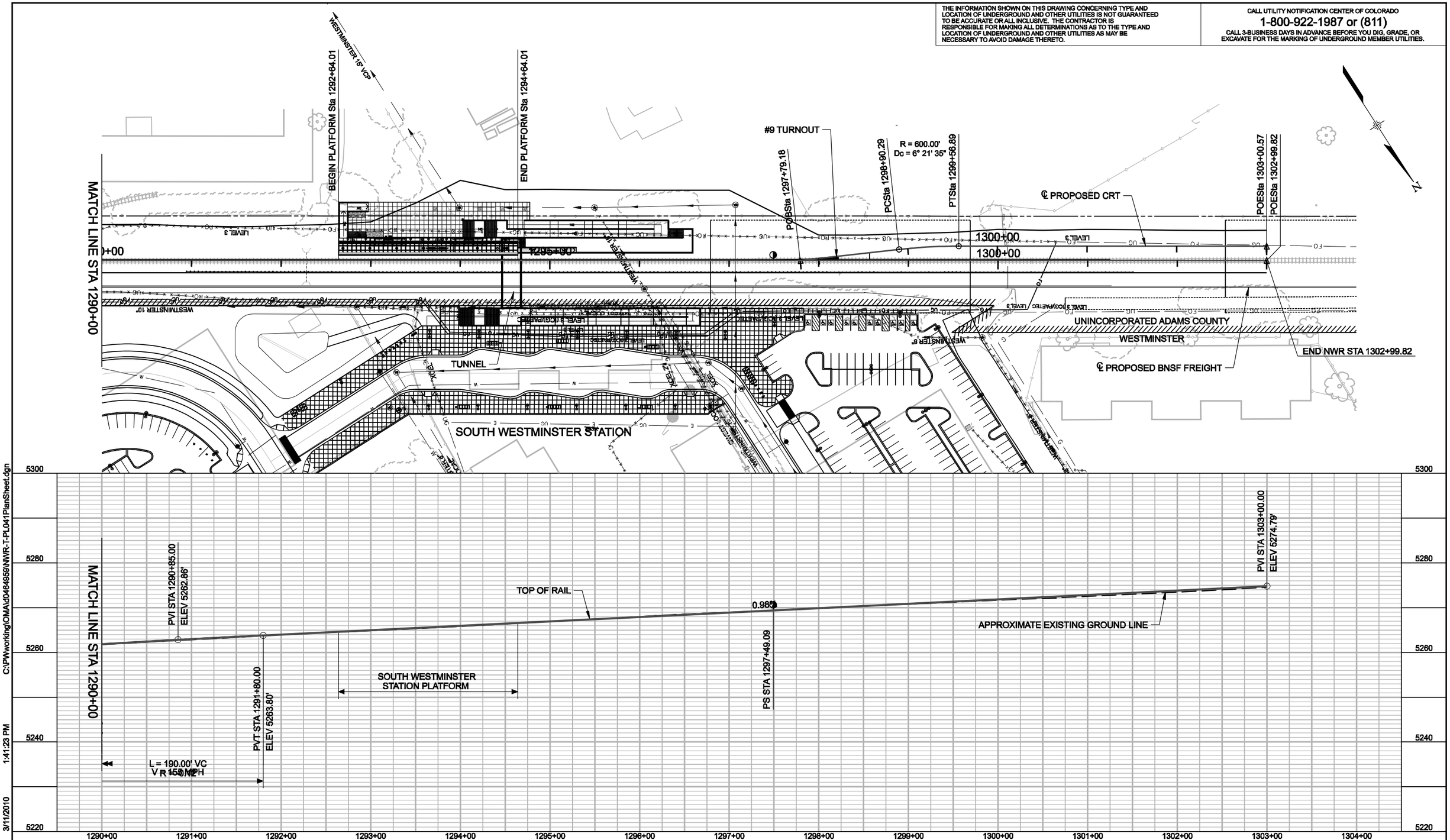
1-800-922-1987 or (811)
CALL 3-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.



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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

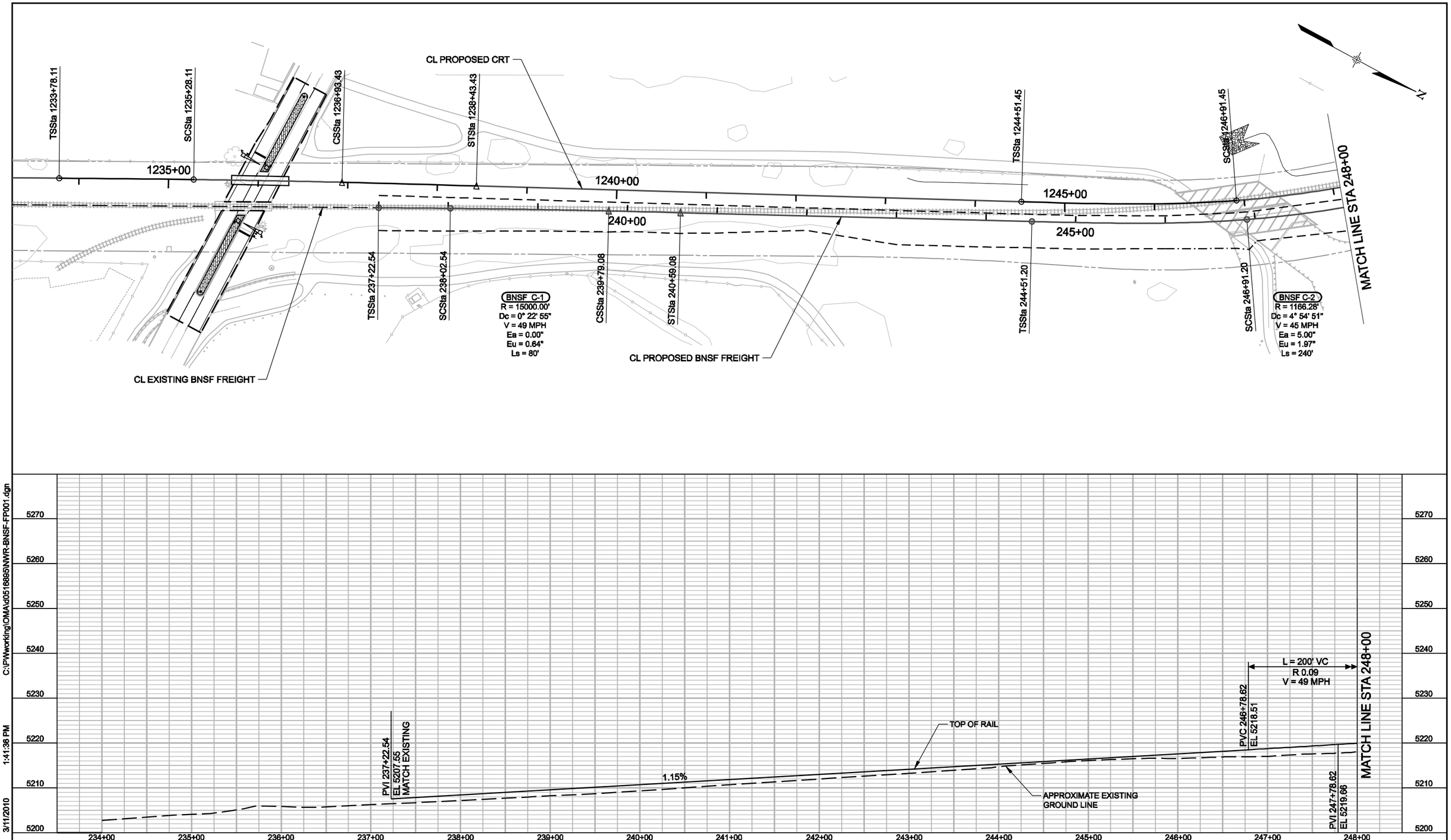
PROPOSAL SUBMITTAL

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

NORTHWEST RAIL ELECTRIFIED SEGMENT TRACK

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

SHEET REFERENCE NUMBER:
T-041



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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

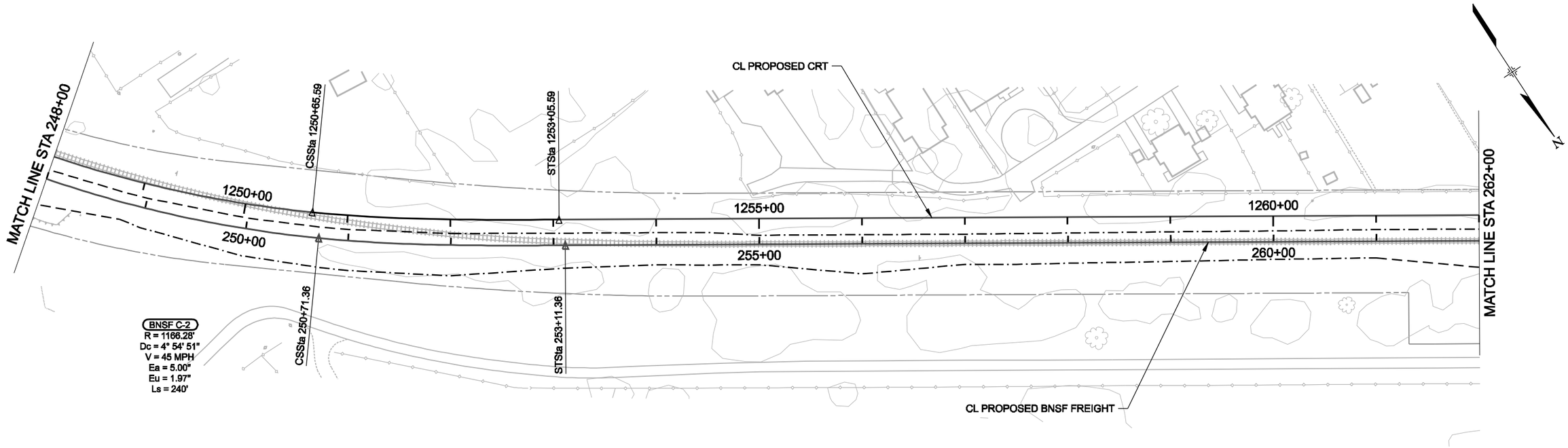
PROPOSAL SUBMITTAL

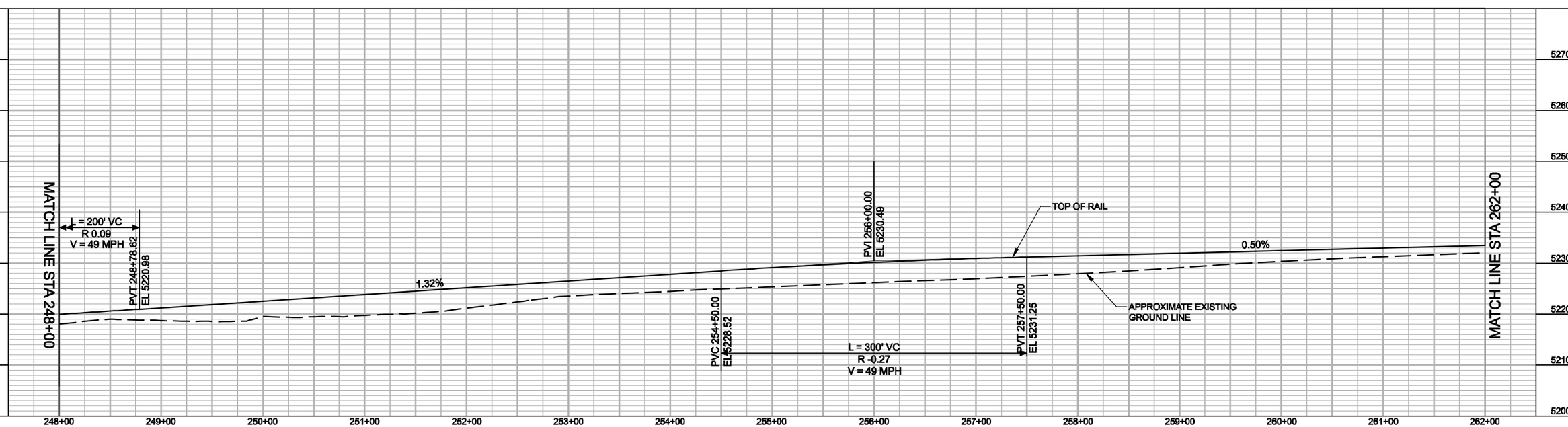
RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6960

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

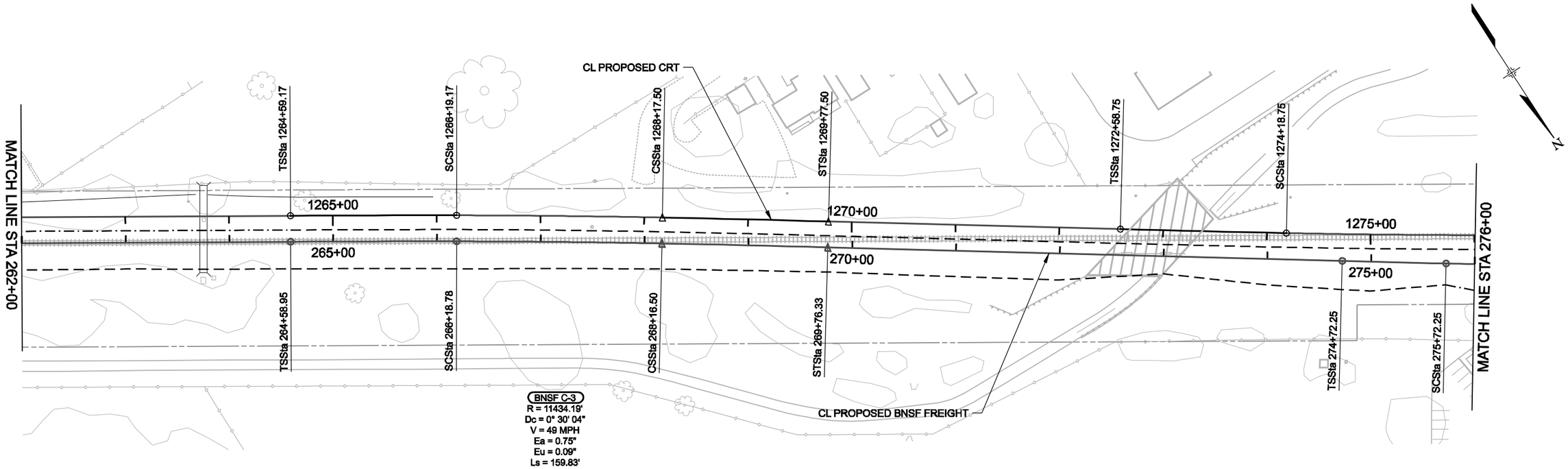
DENVER TRANSIT PARTNERS

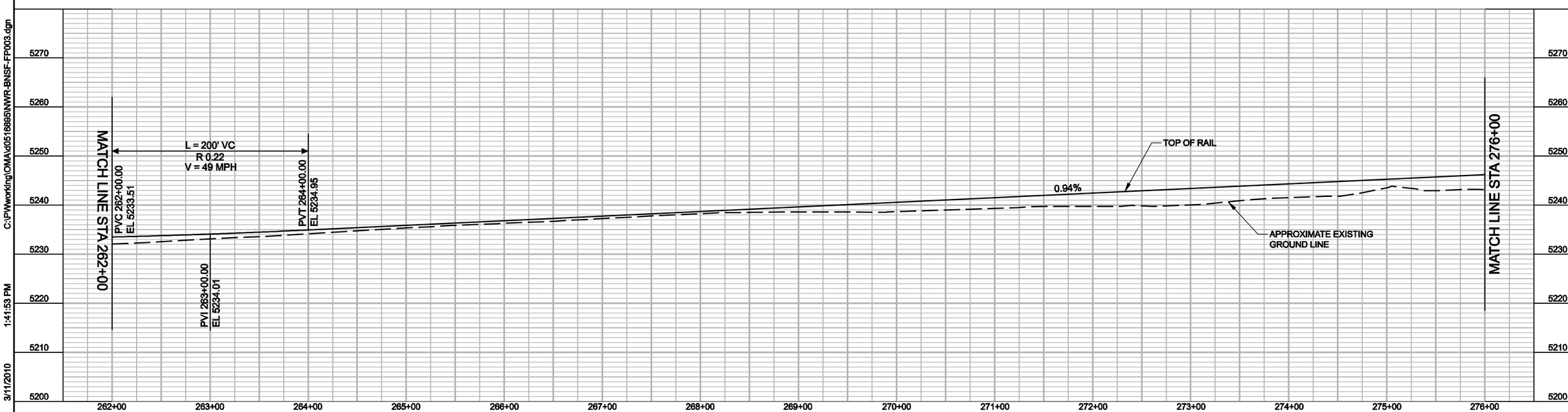
PROPOSAL SUBMITTAL

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

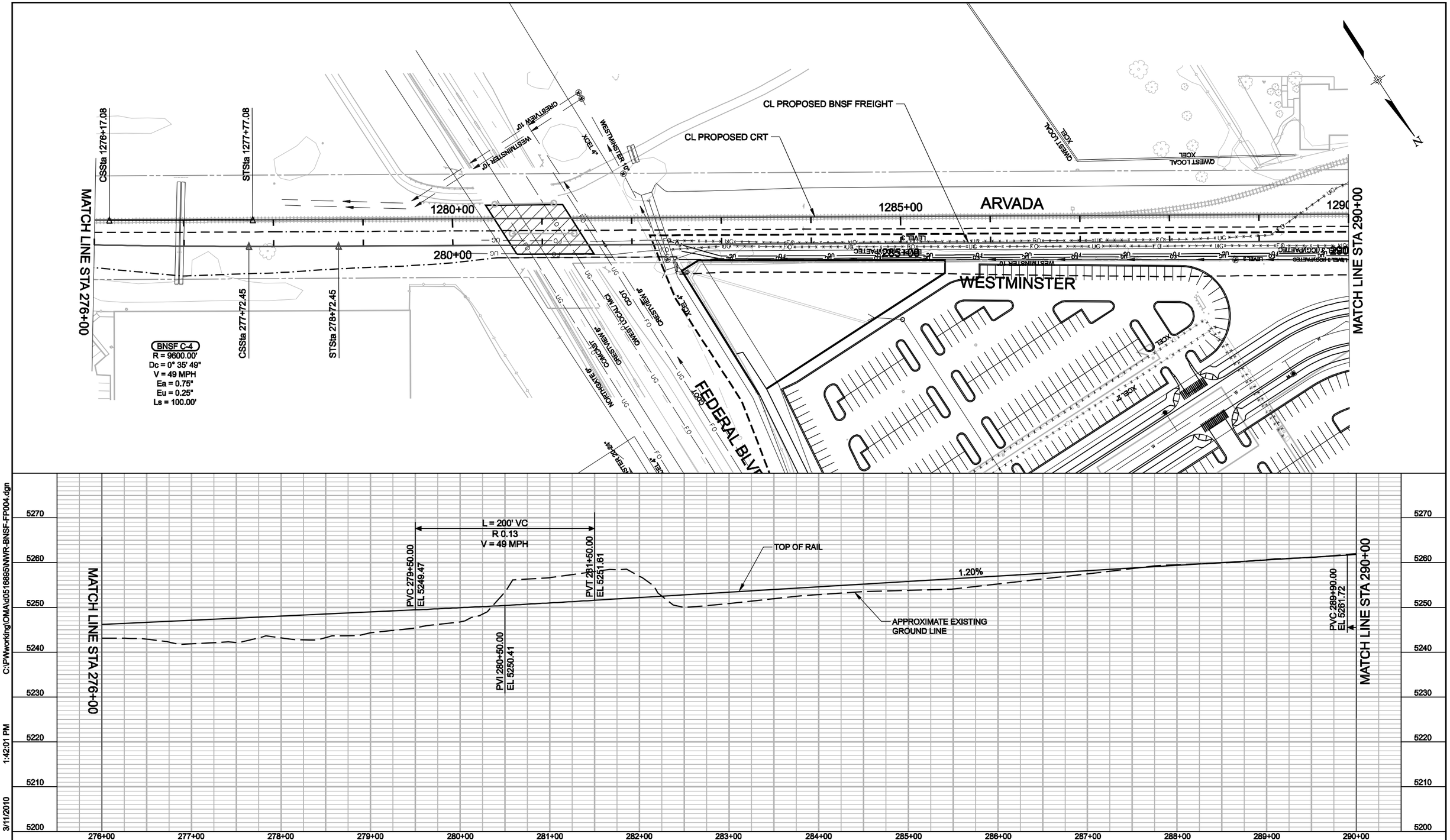
HORZ. SCALE: 1"=100'
VERT. SCALE: 1"=20'
For HALF SIZE Double The Scale
0 50 100 150

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

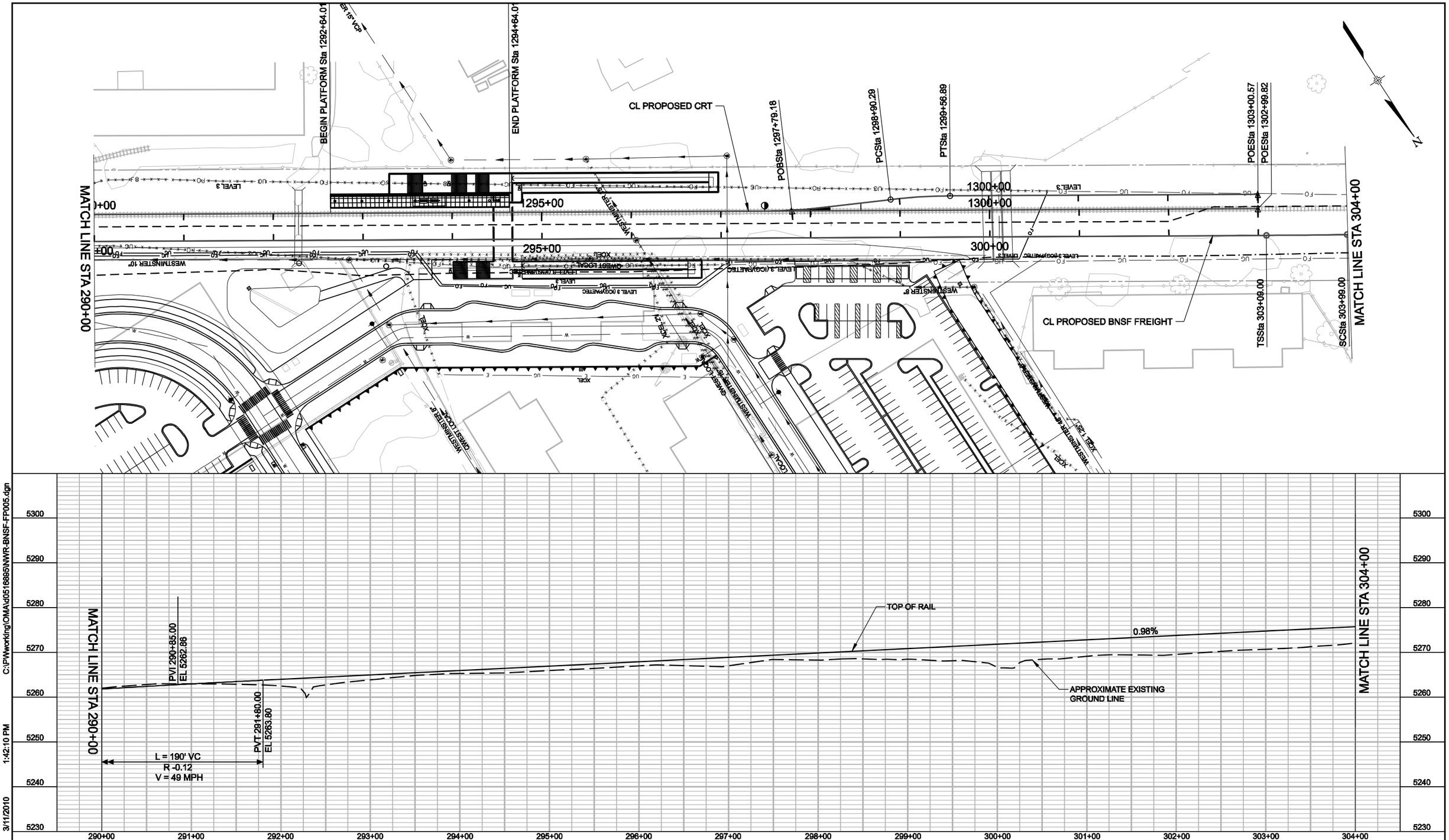
PROPOSAL SUBMITTAL

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

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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

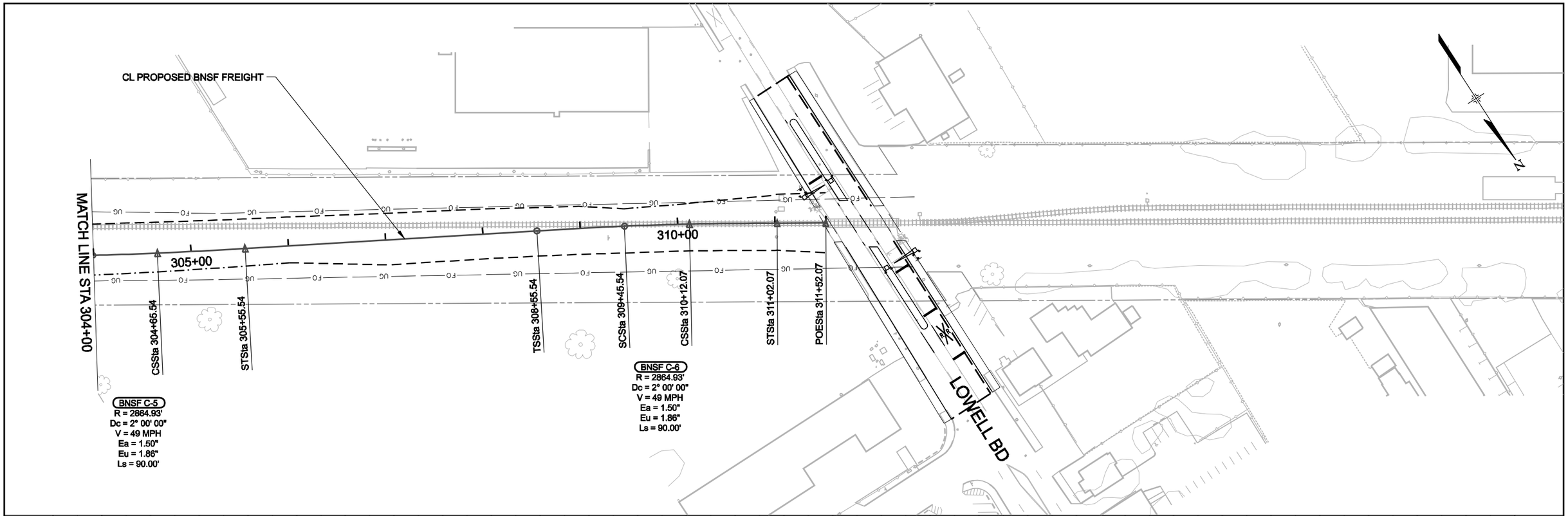
PROPOSAL SUBMITTAL

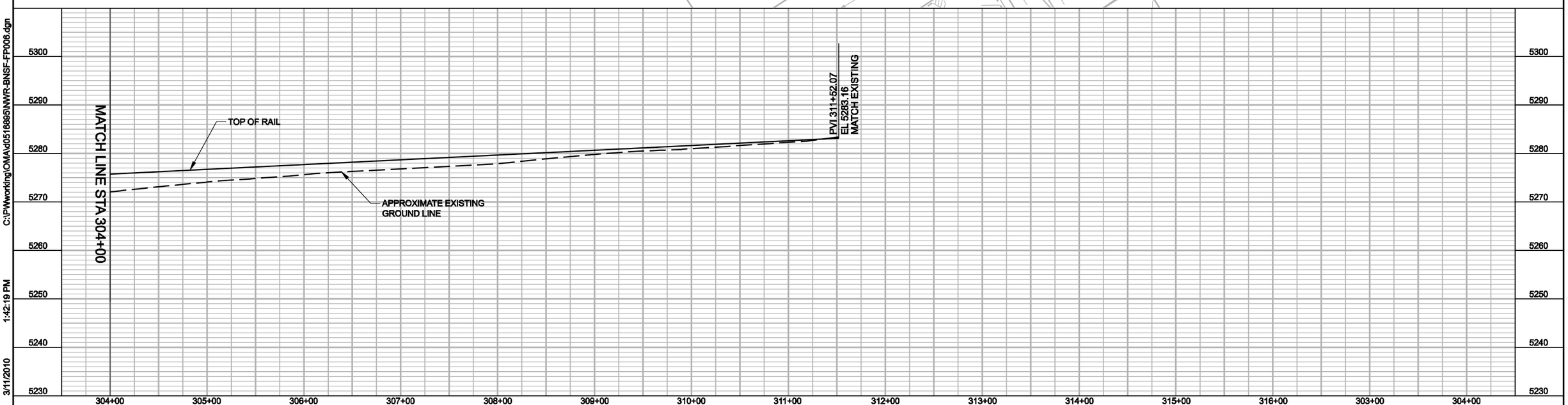
RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

NORTHWEST RAIL ELECTRIFIED SEGMENT BNSF TRACK

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

SHEET REFERENCE NUMBER: FP-005





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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. 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.

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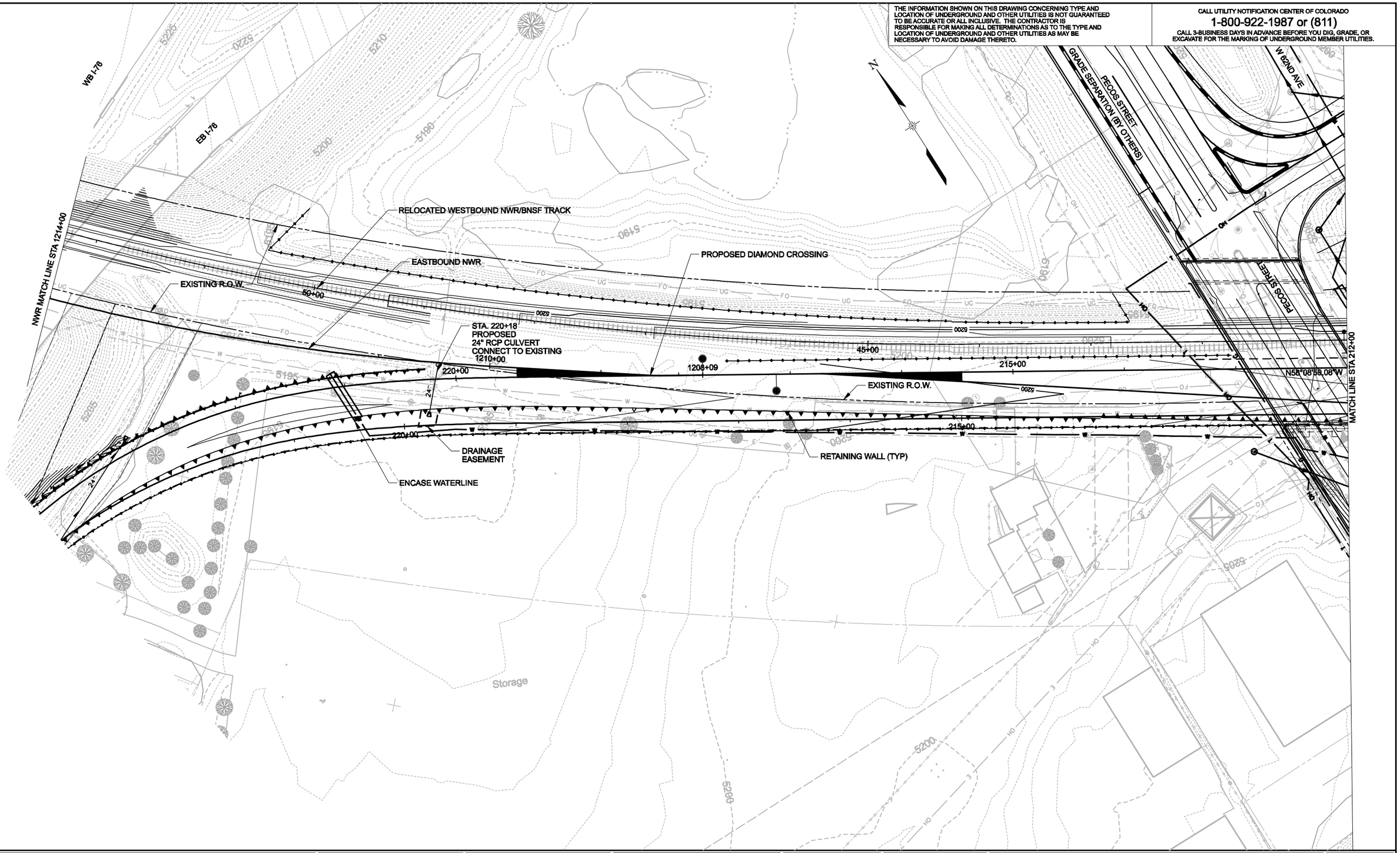
1-800-922-1987 or (811)
CALL 3-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.



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.

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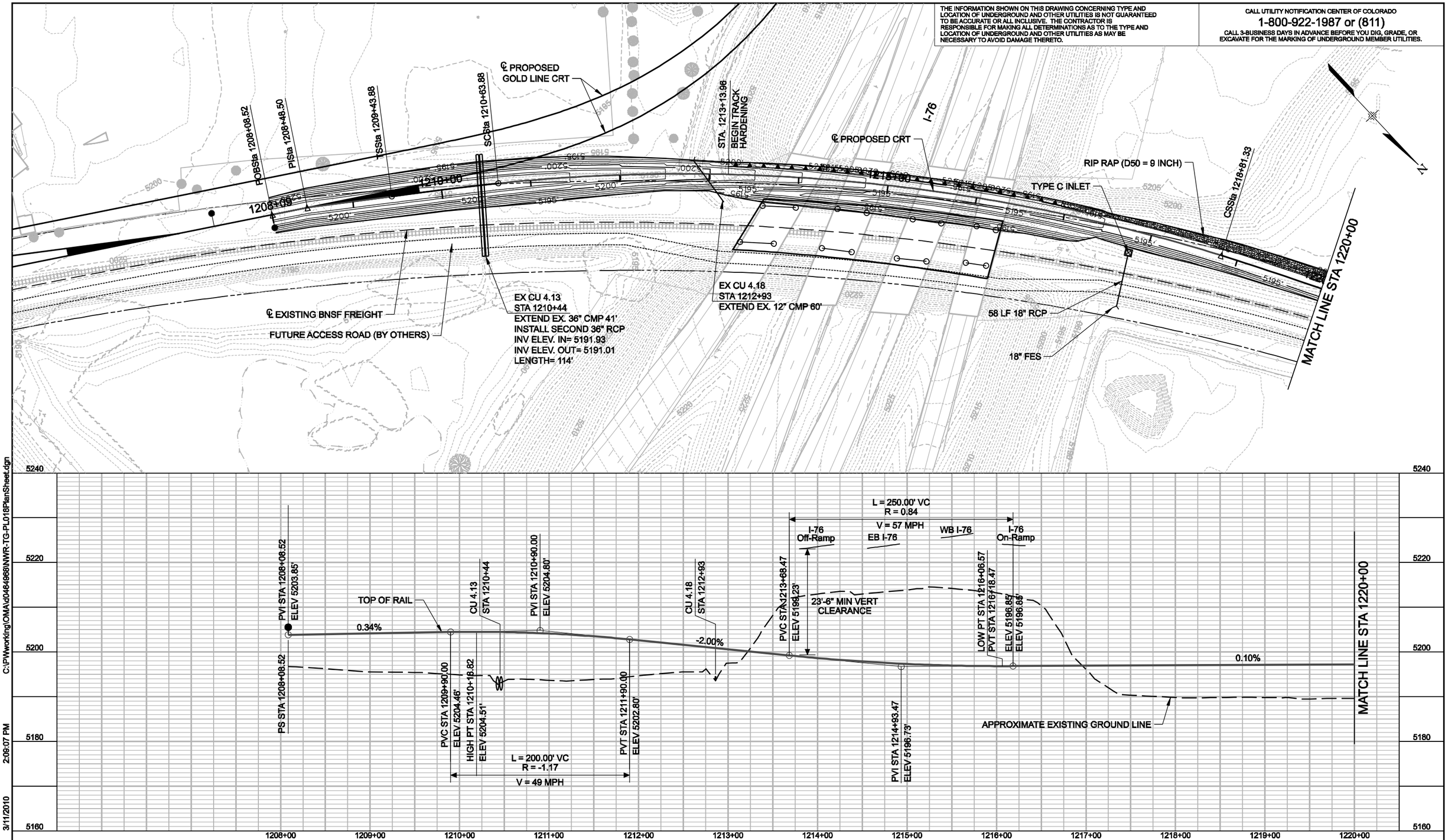
1-800-922-1987 or (811)
CALL 3-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.



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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

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.

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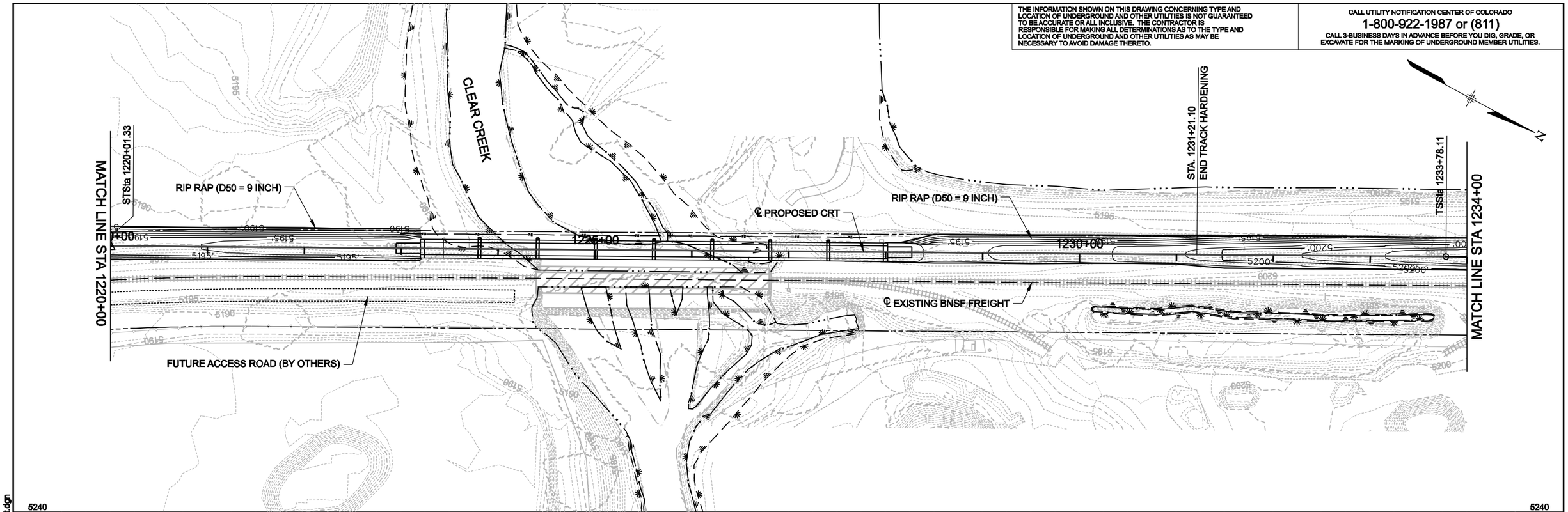
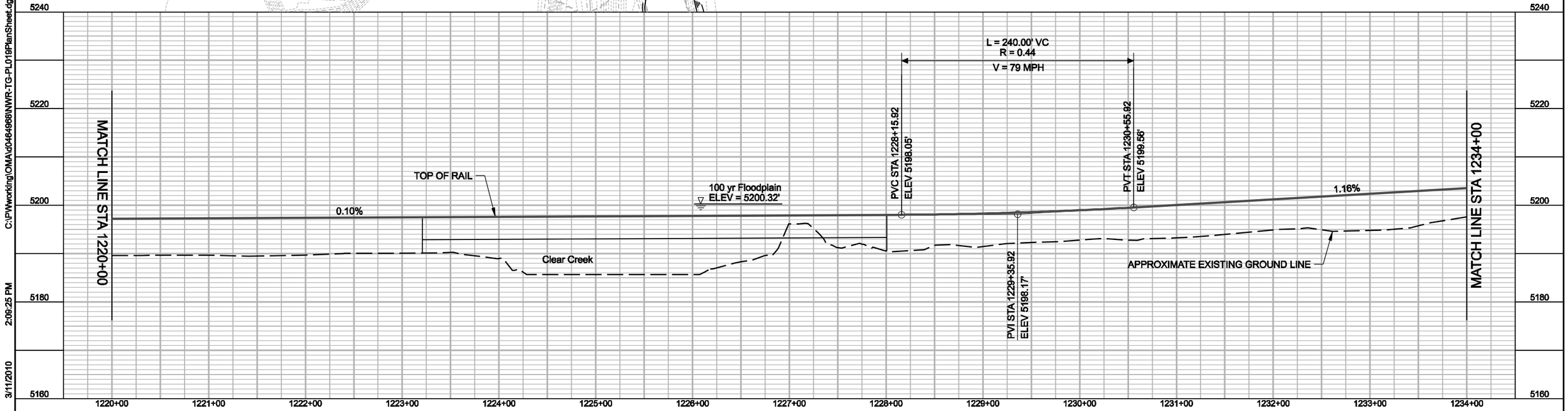
1-800-922-1987 or (811)
CALL 3-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.





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USER: dmartine

NO.	REVISIONS	BY	DATE

REVIEWED BY: EJH DATE: 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 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.

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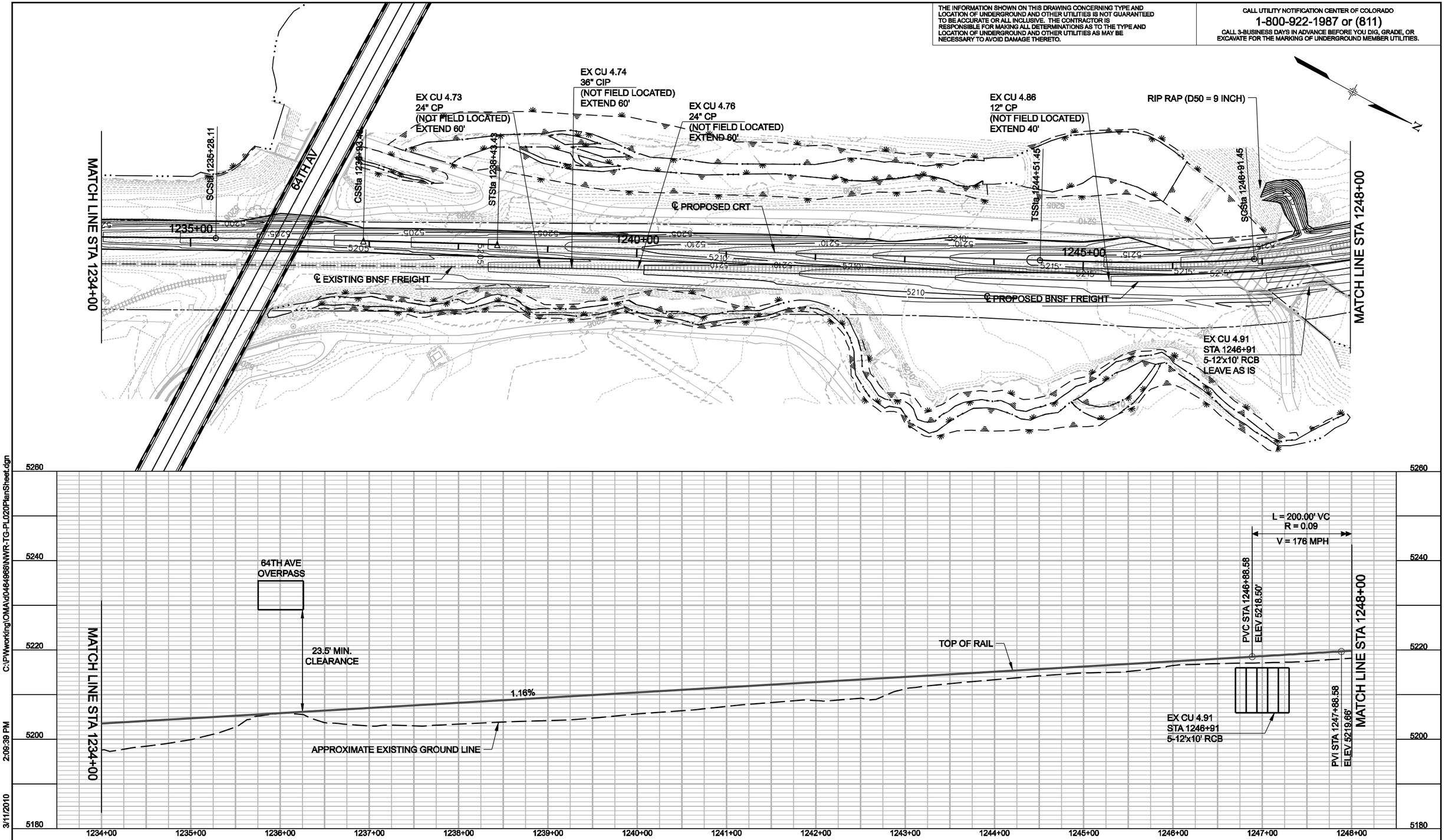
1-800-922-1987 or (811)
CALL 3-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.



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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

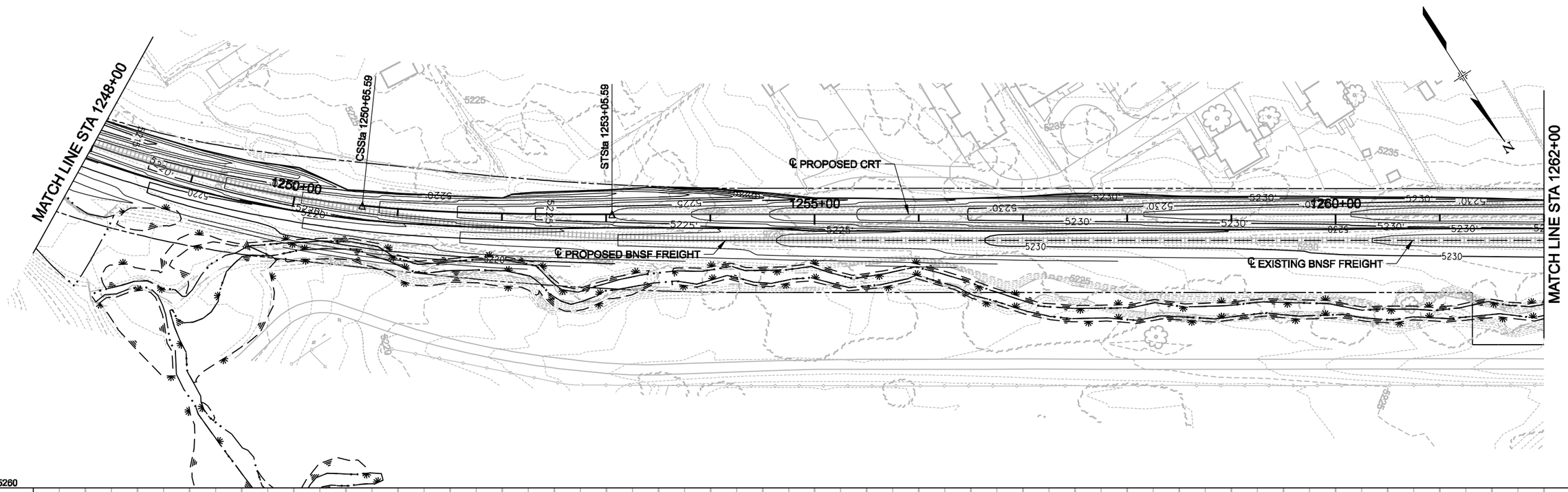
NORTHWEST RAIL ELECTRIFIED SEGMENT GRADING AND DRAINAGE

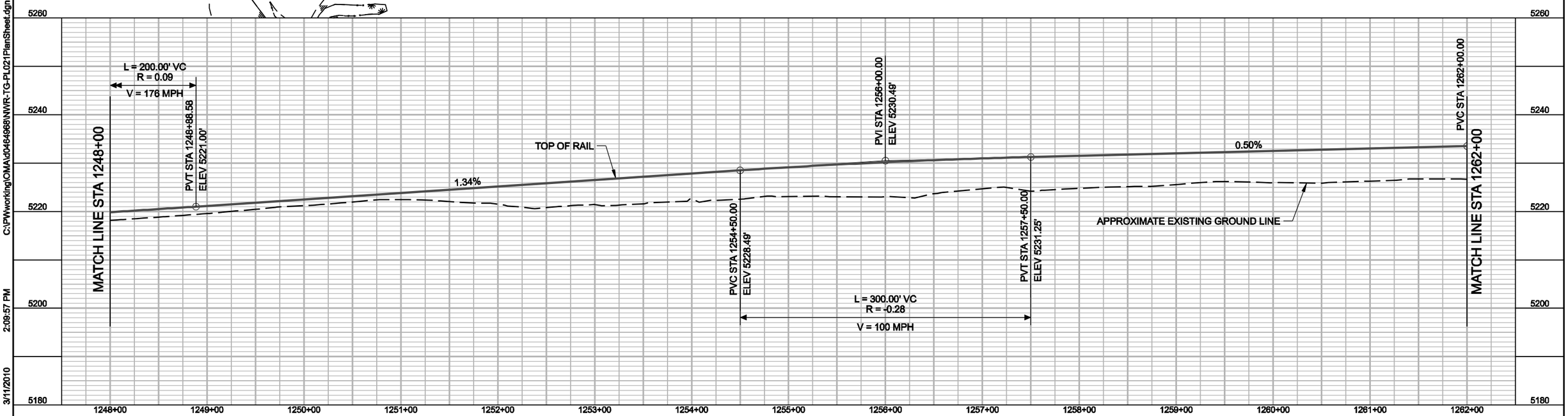
PLAN AND PROFILE STA. 1234+00 TO 1248+00

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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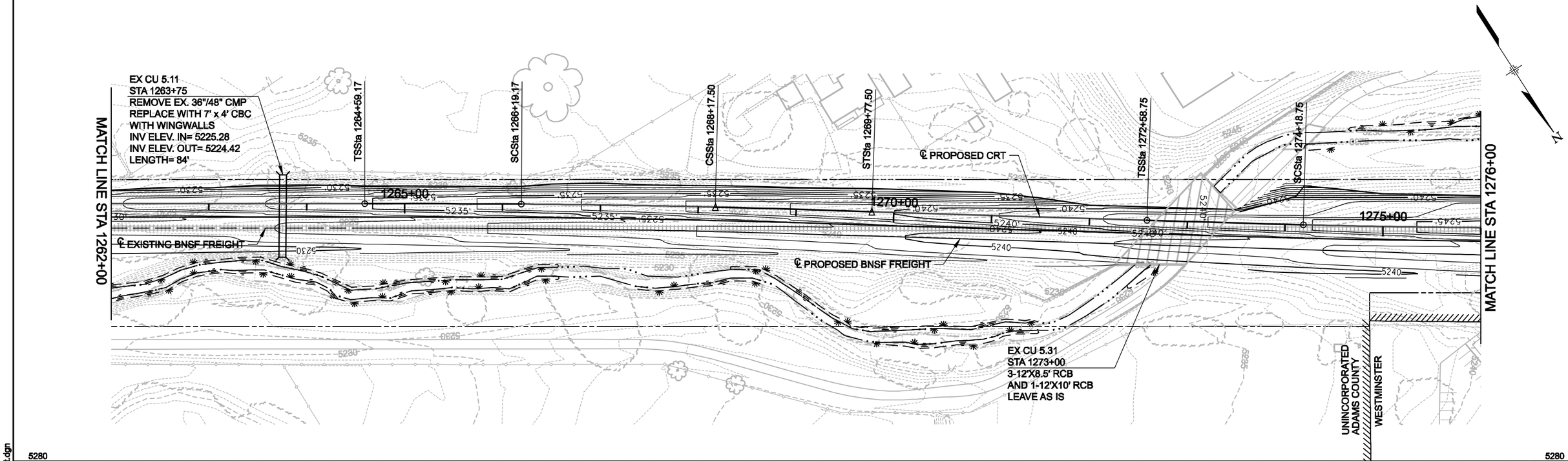
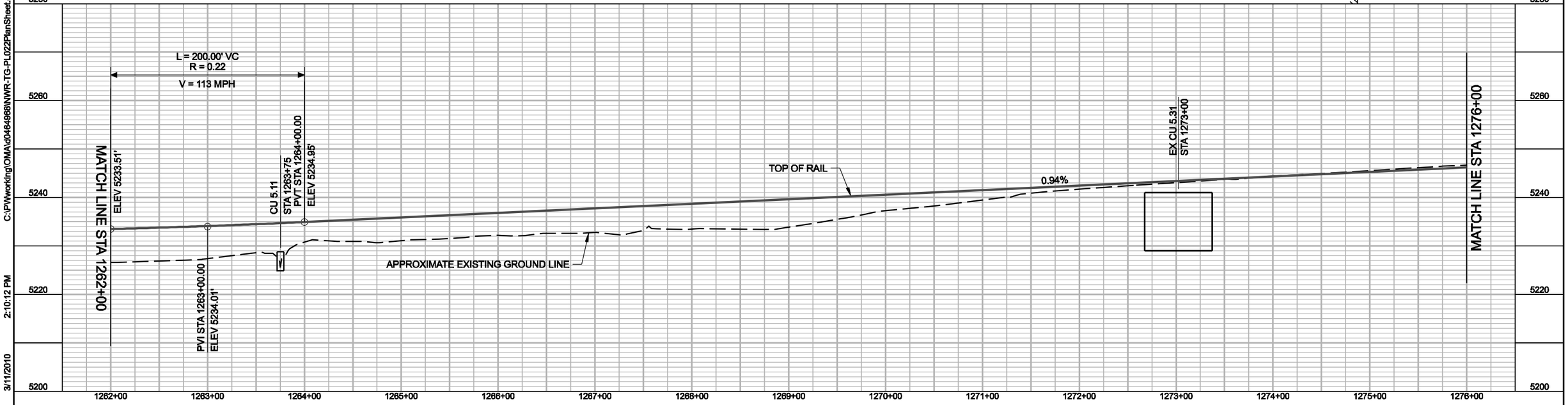
THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING ALL DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID 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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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) 299-6960

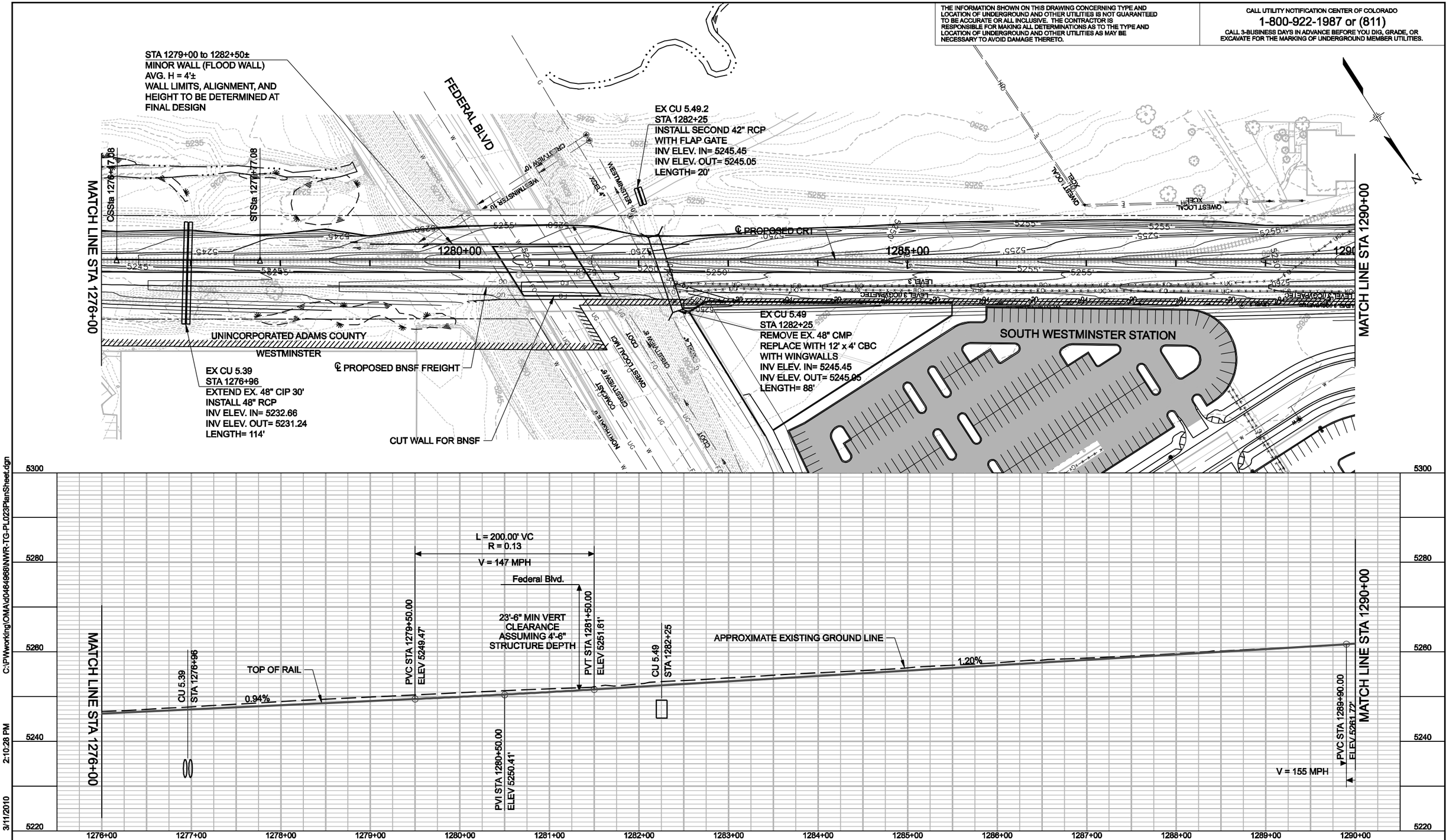
NORTHWEST RAIL ELECTRIFIED SEGMENT GRADING AND DRAINAGE

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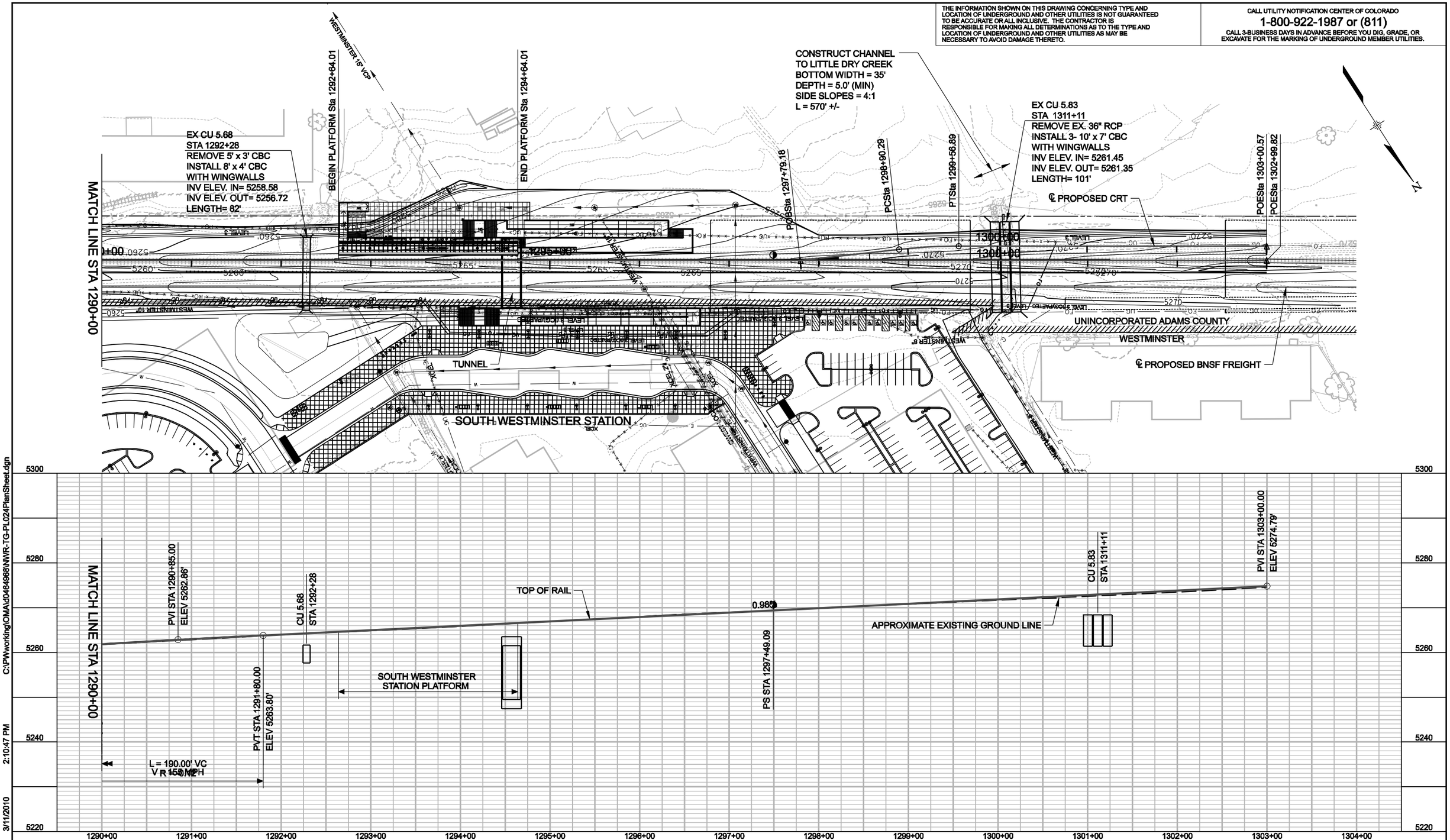
THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING ALL DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID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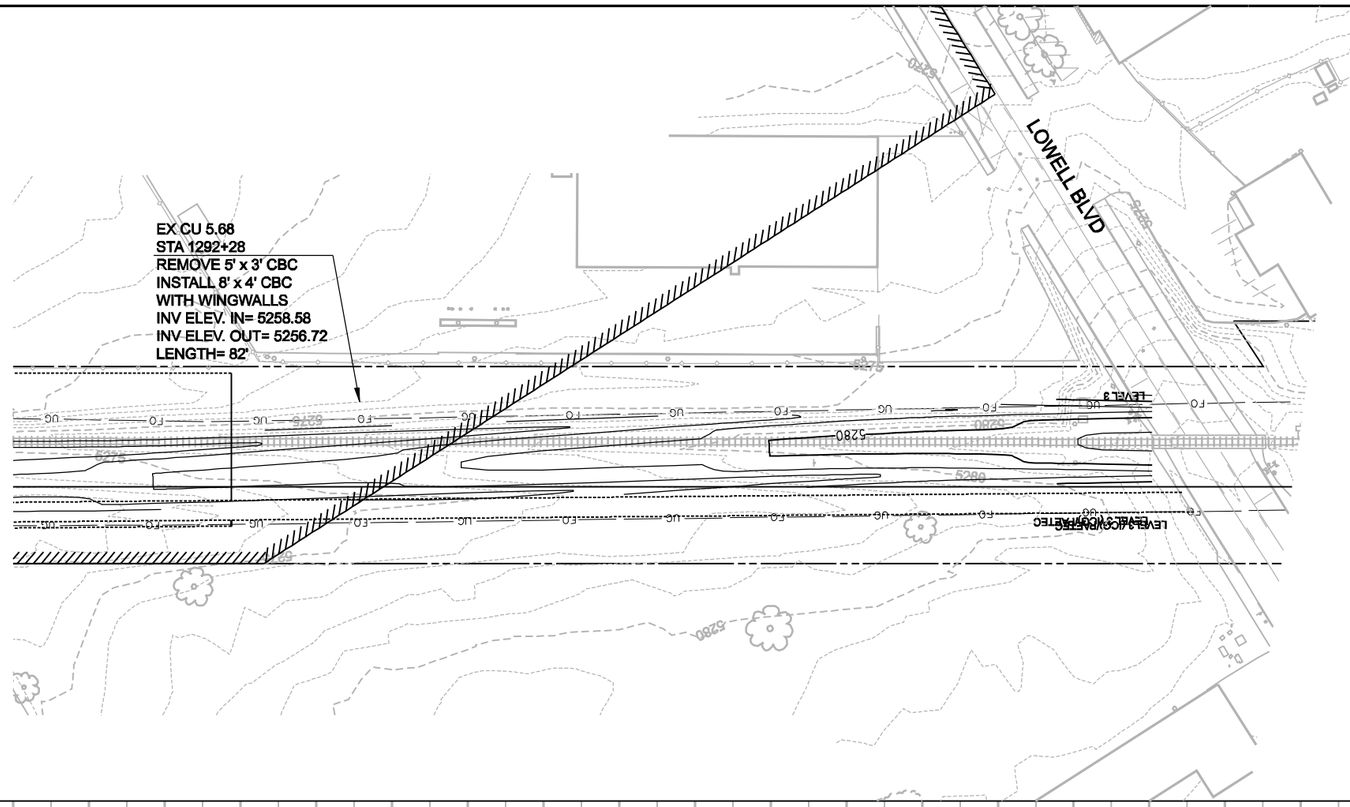
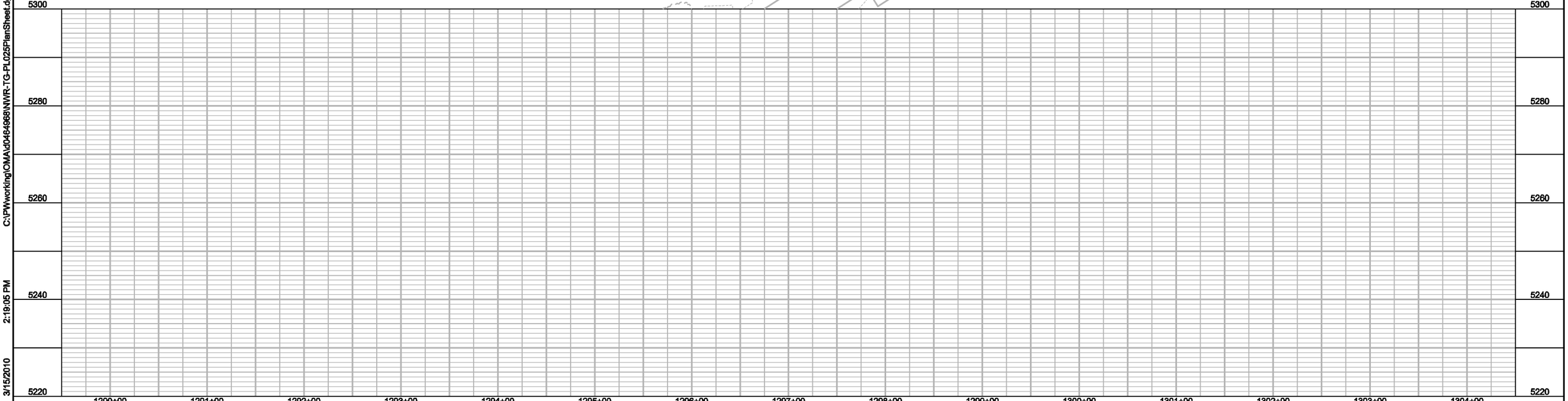
THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING ALL DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID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

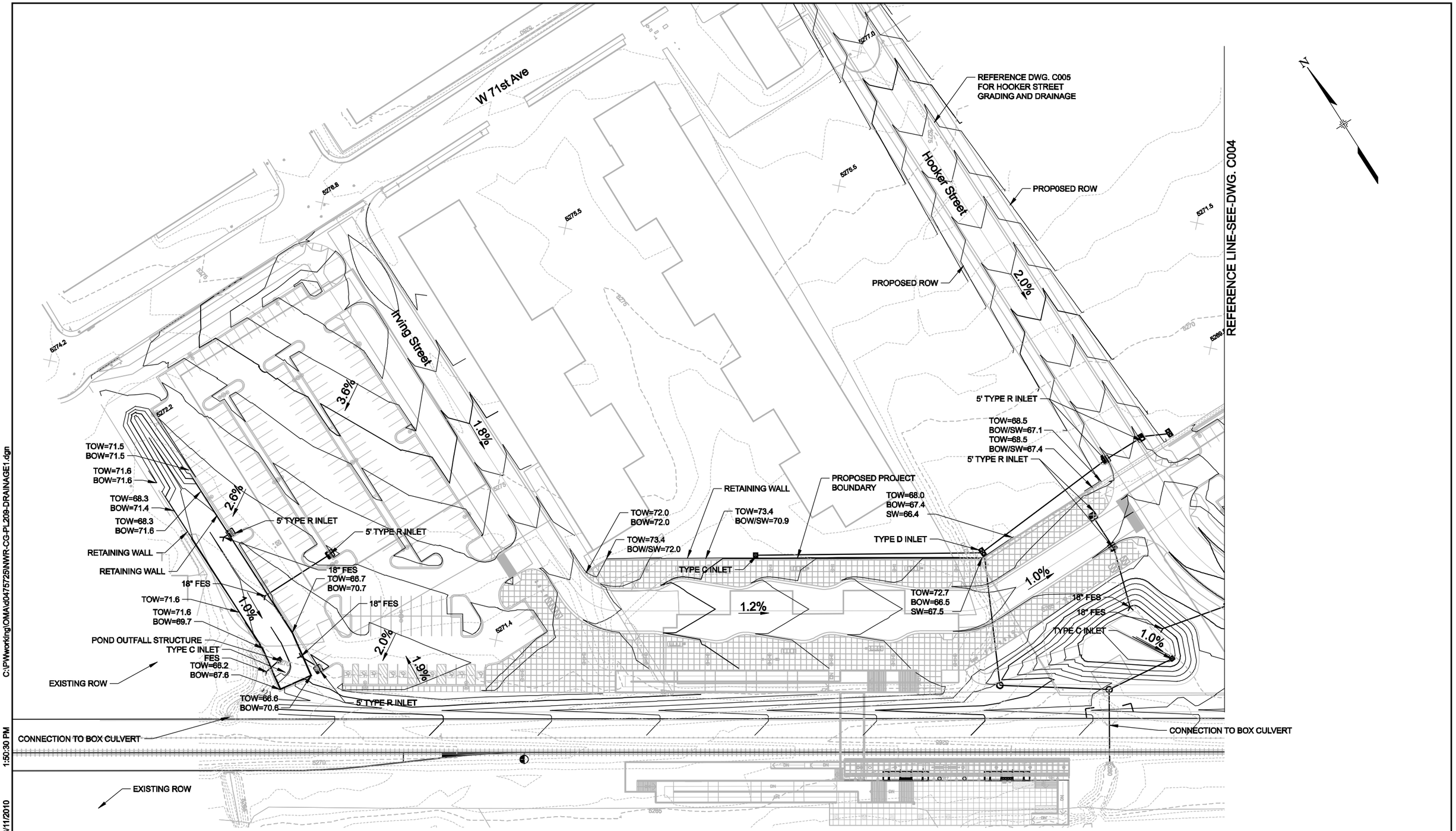
PROPOSAL SUBMITTAL

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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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

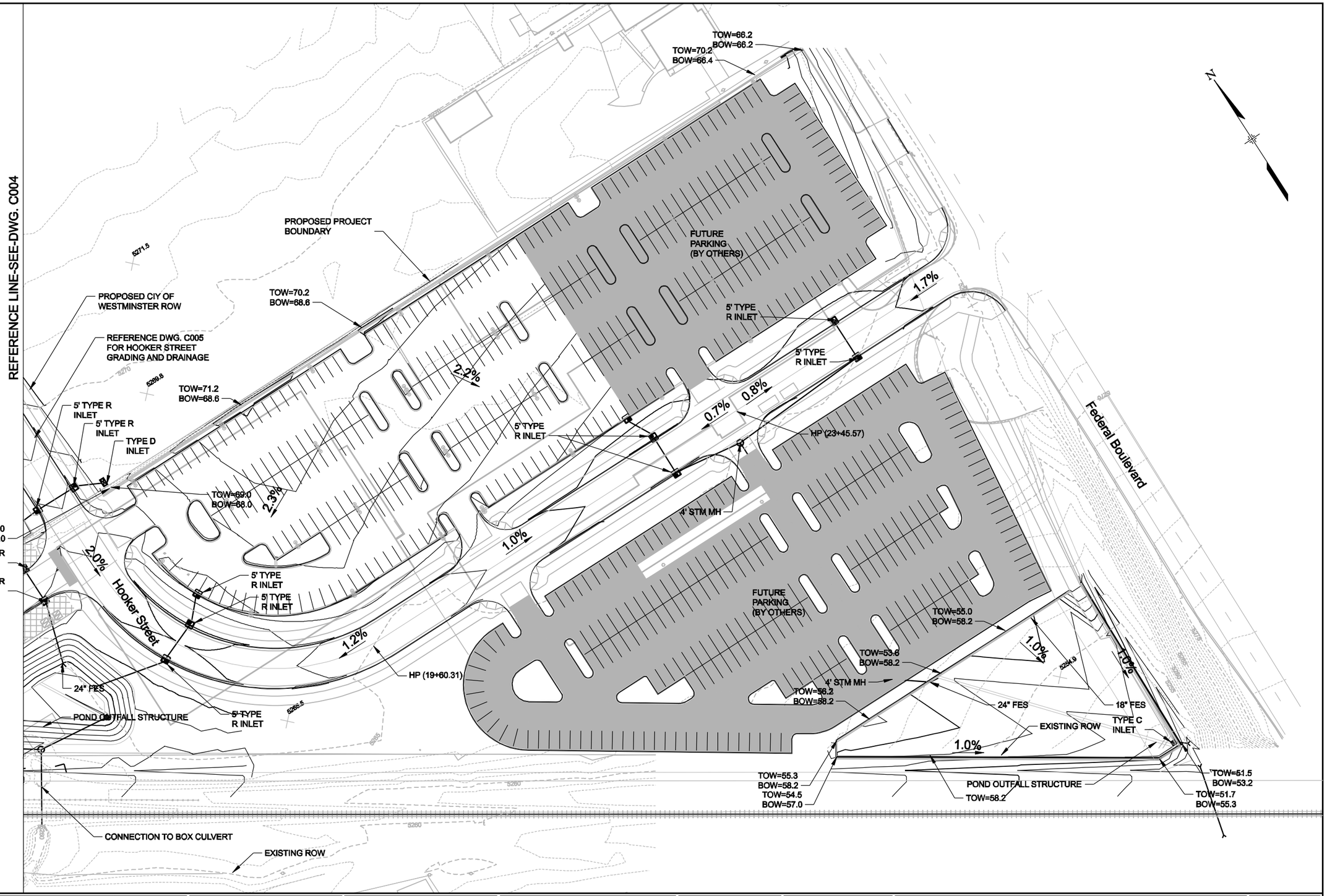
PROPOSAL SUBMITTAL

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



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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

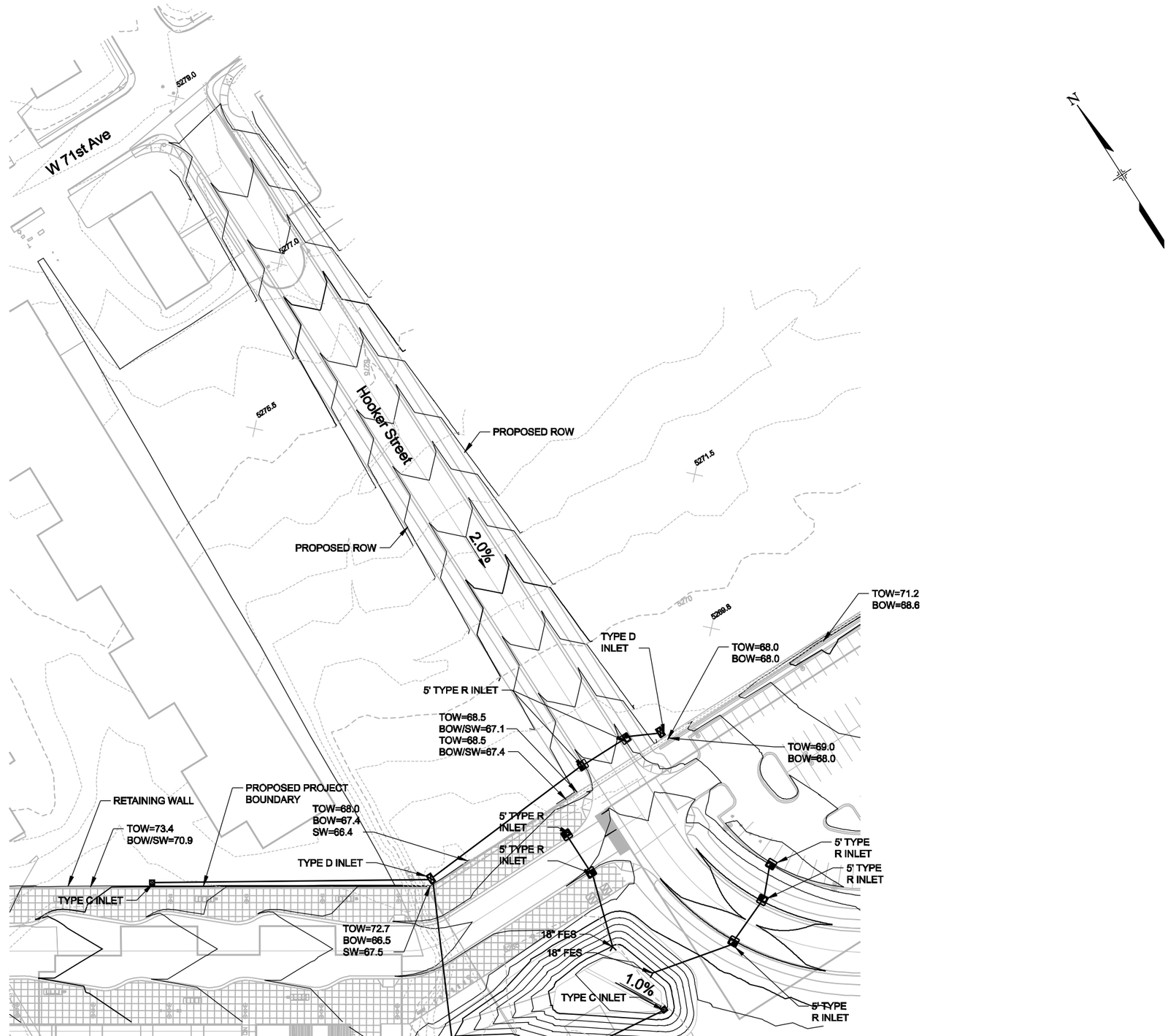
PROPOSAL SUBMITTAL

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

NORTHWEST RAIL ELECTRIFIED SEGMENT SOUTH WESTMINSTER

GRADING AND DRAINAGE PLAN II

SHEET REFERENCE NUMBER:
CG-210



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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

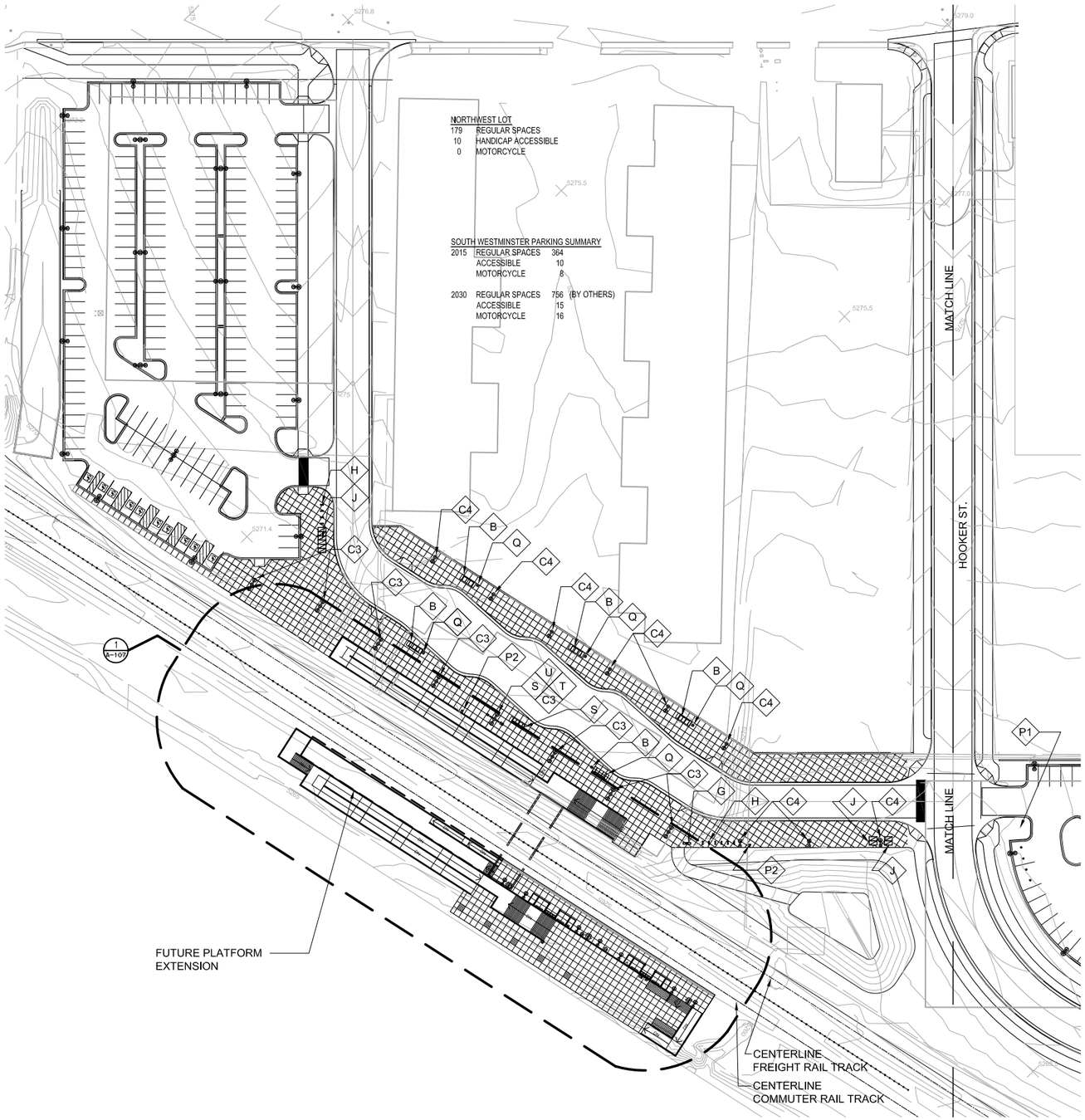
PROPOSAL SUBMITTAL

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

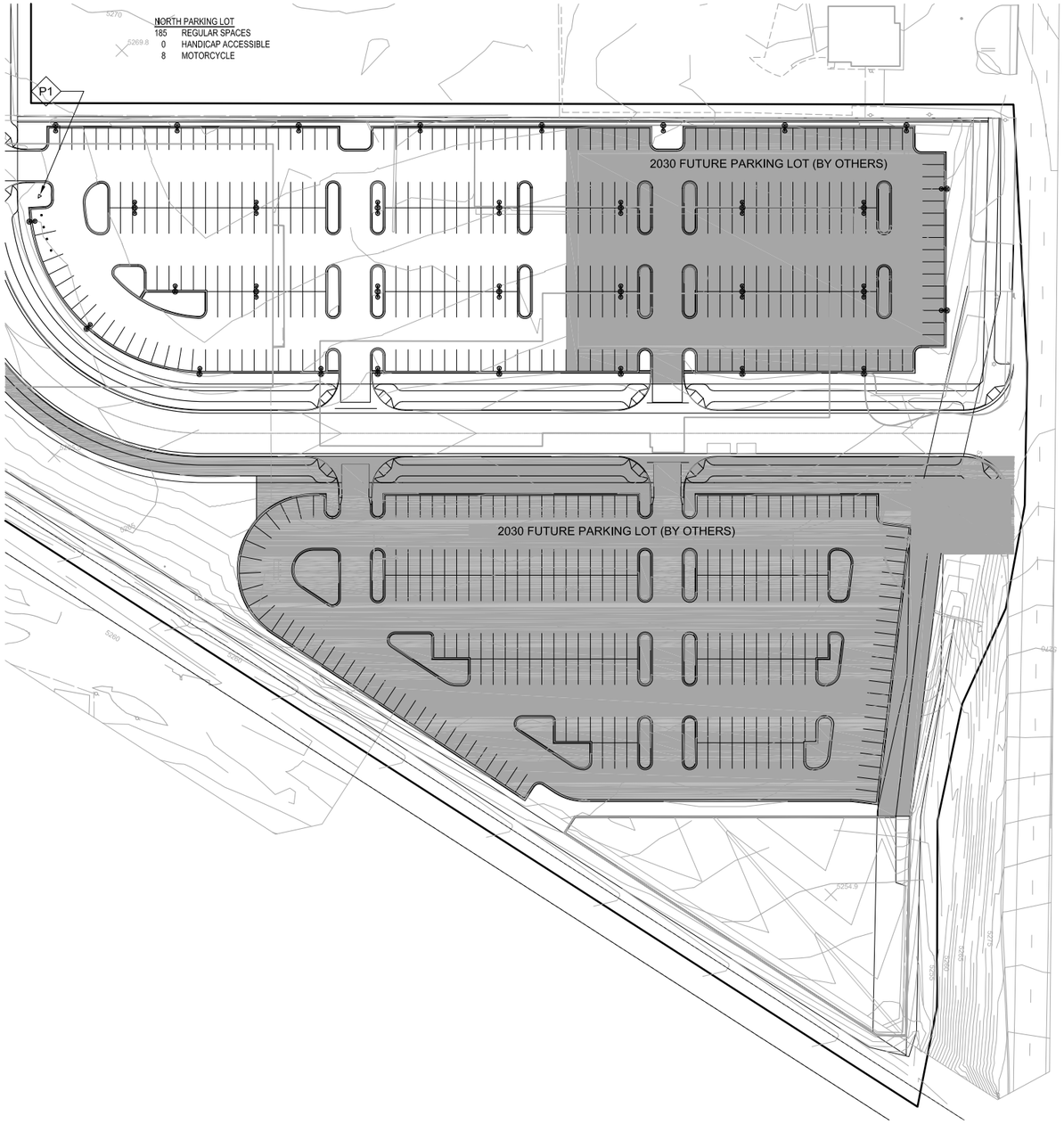
RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

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

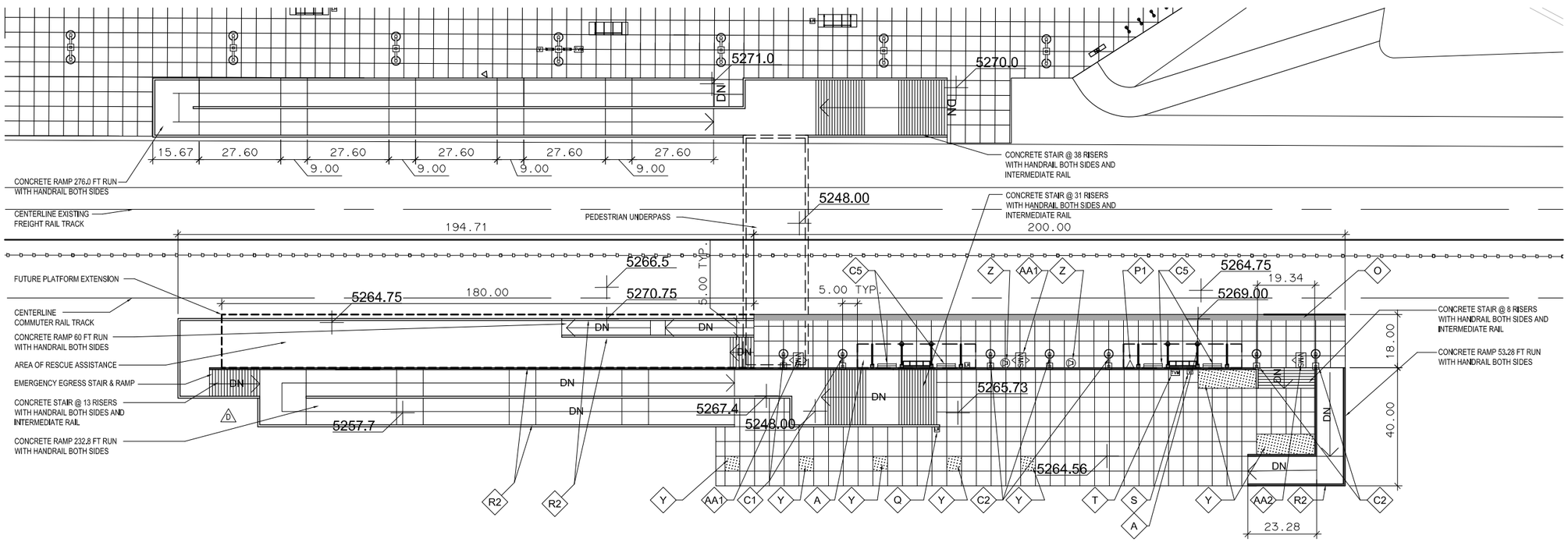
RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

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

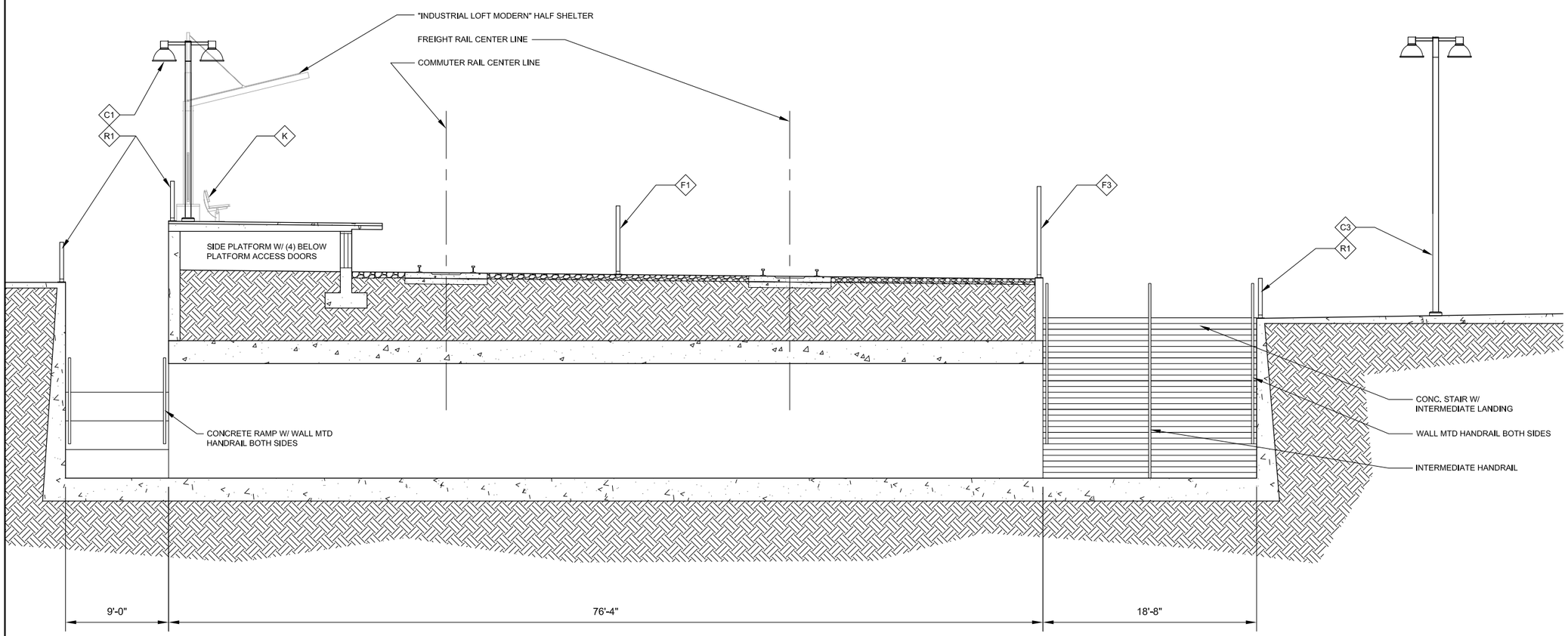
RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

NORTHWEST RAIL ELECTRIFIED SEGMENT

ARCHITECTURAL
SOUTH WESTMINSTER STATION - PLATFORM LAYOUT PLAN

SHEET REFERENCE NUMBER: A-107

USER: 03/12/2010 - 11:31am J:\27212_RTD Eagle P3\5.9 Drawings\59arch\layouts\P3A1253-layout_pl_wsetminster.dwg



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

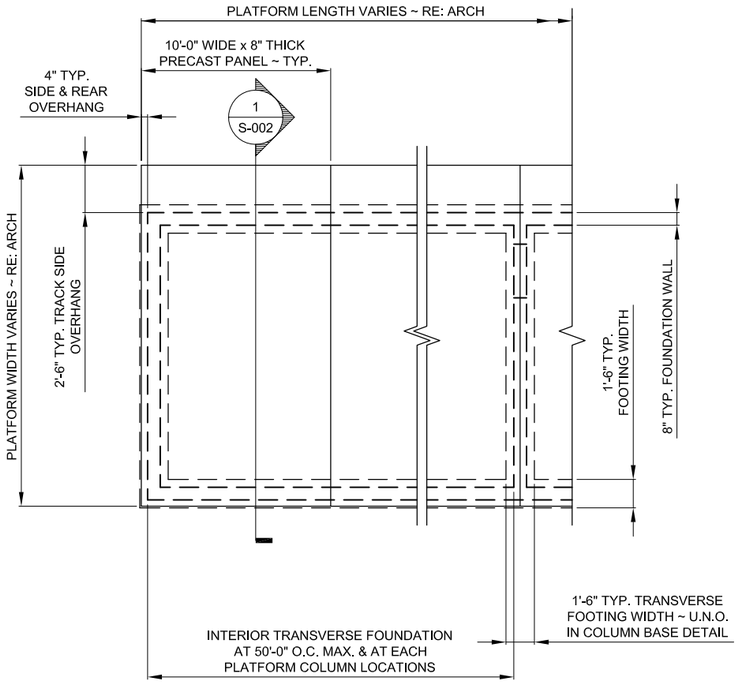
RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

NORTHWEST RAIL ELECTRIFIED SEGMENT

ARCHITECTURAL
SOUTH WESTMINSTER STATION - PLATFORM SECTION

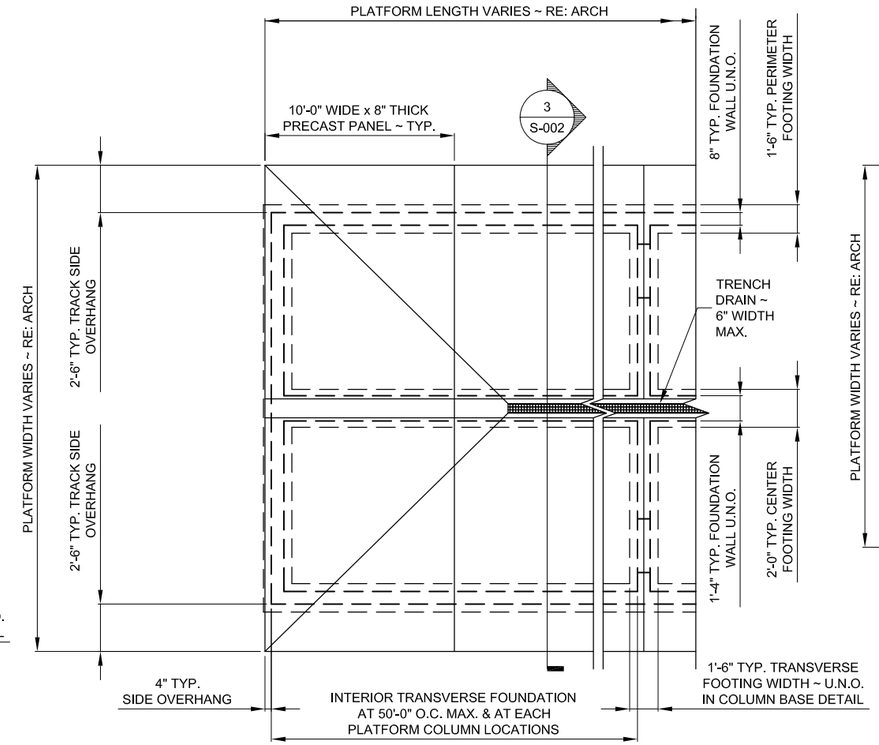
SHEET REFERENCE NUMBER:
A-113

USER: 03/12/2010 - 11:47am J:\27212_RTD Eagle P3\5.9 Drawings\59arch\layouts\P3A1254-xs_westminster.dwg



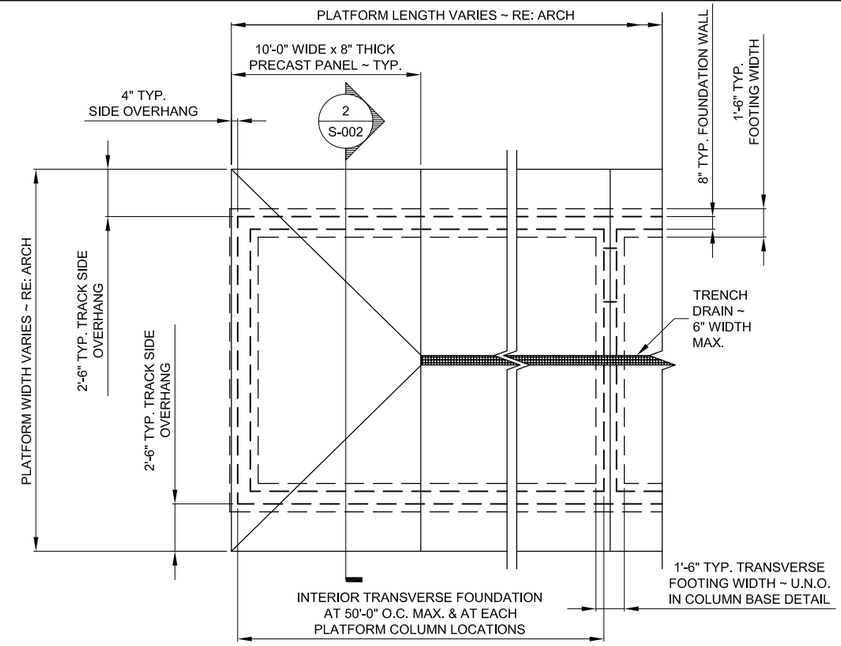
1 TYPICAL SIDE PLATFORM PLAN

1/4" = 1'-0



2 CENTER PLATFORM (TYPE 1) PLAN

1/4" = 1'-0



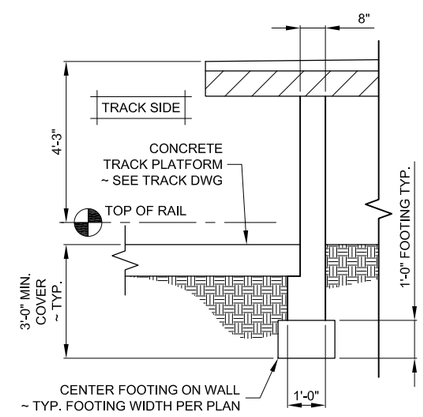
3 CENTER PLATFORM (TYPE 2) PLAN

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

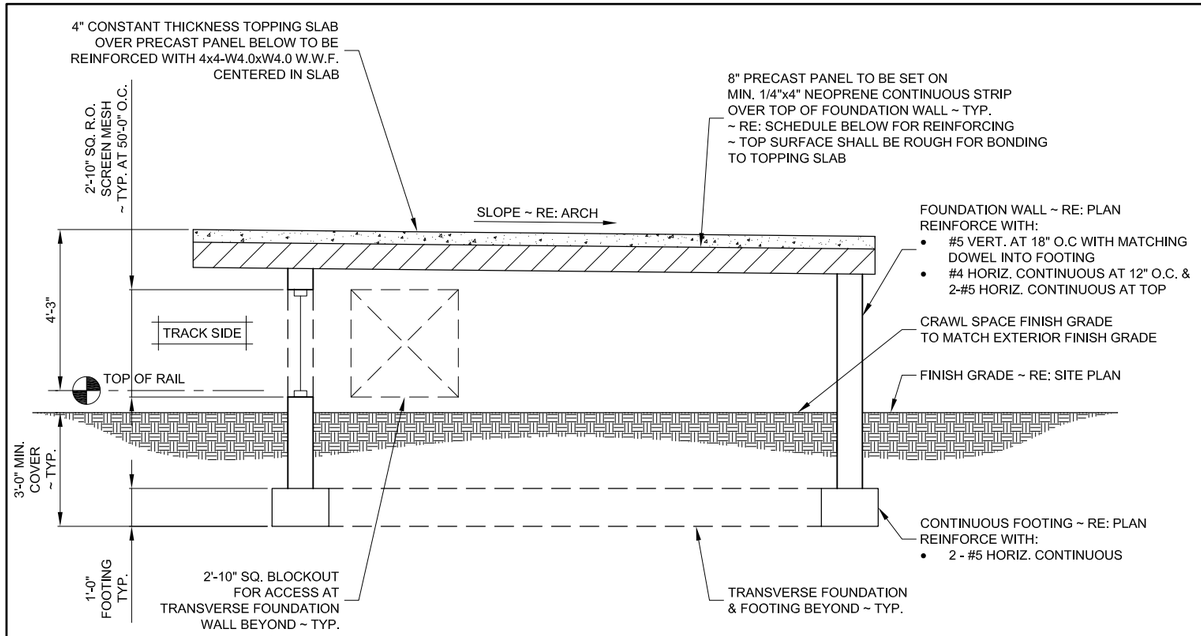
PROPOSAL SUBMITTAL

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

NORTHWEST RAIL CORRIDOR

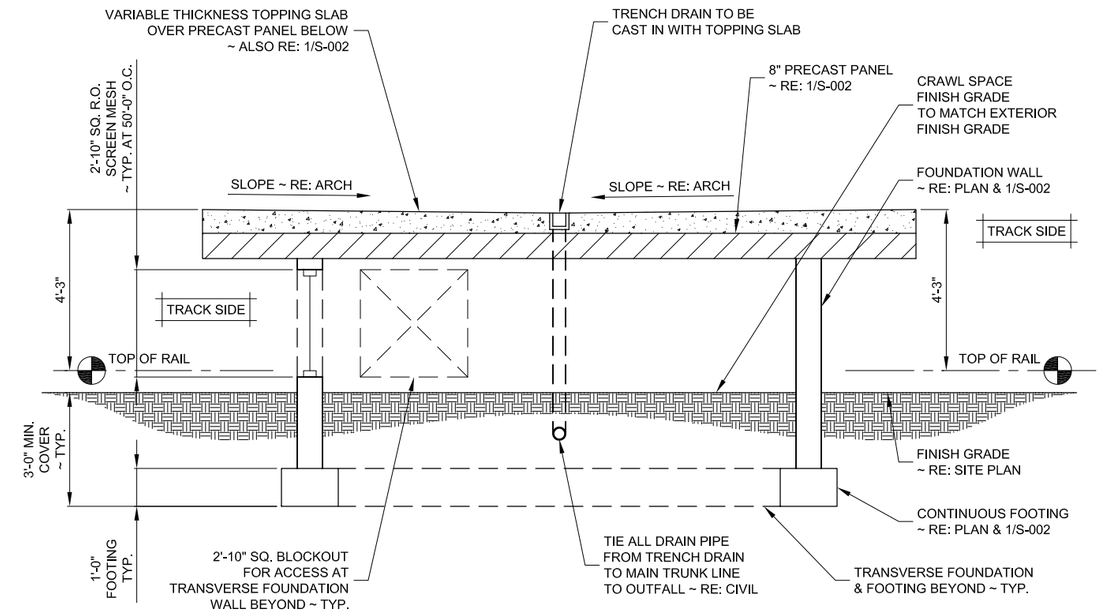
STATIONS STRUCTURAL
TYPICAL PLATFORM PLANS, SCHEDULES & DETAIL

SHEET REFERENCE NUMBER:
S-001



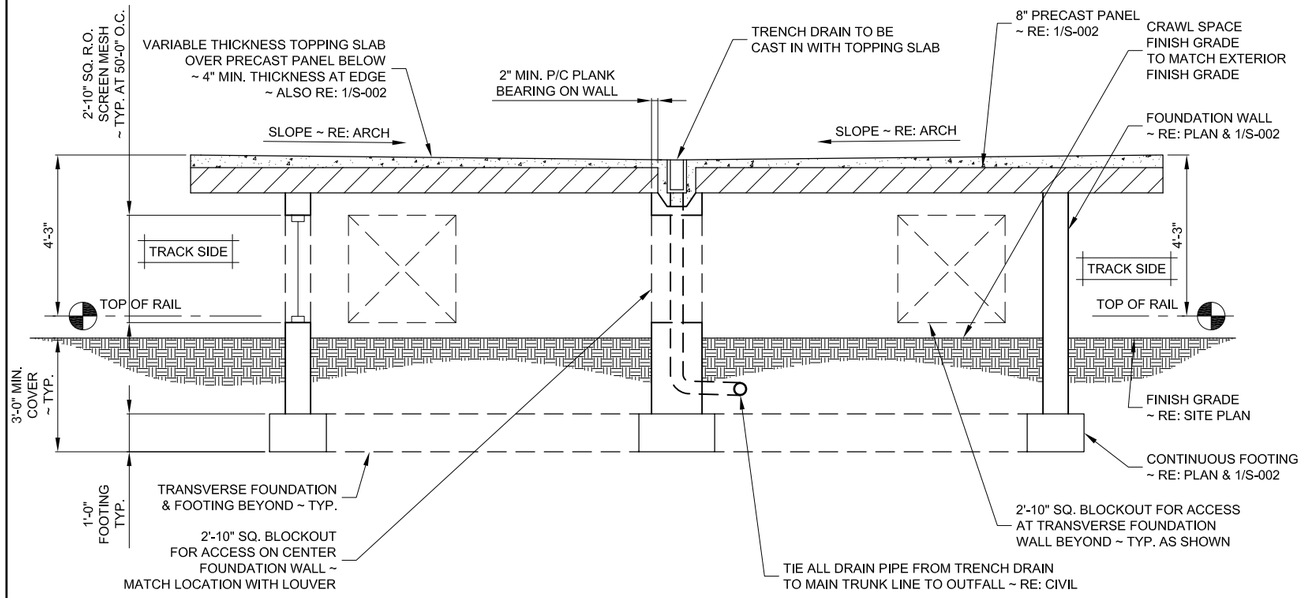
1 TYPICAL SIDE PLATFORM SECTION

1/2" = 1'-0



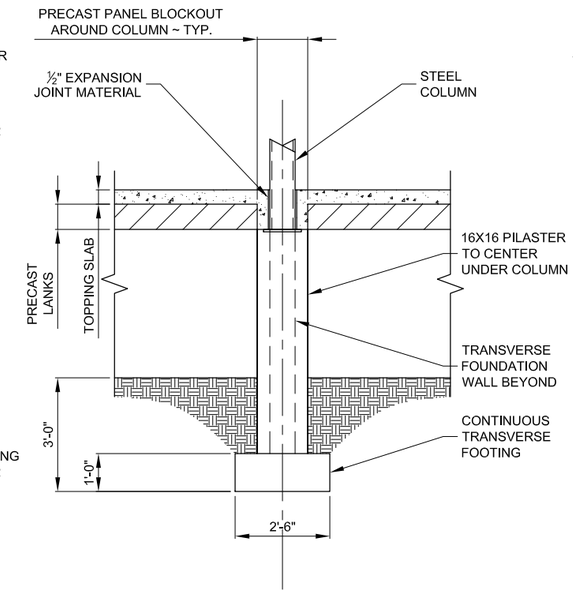
2 TYPICAL CENTER PLATFORM (TYPE 2) SECTION

1/2" = 1'-0



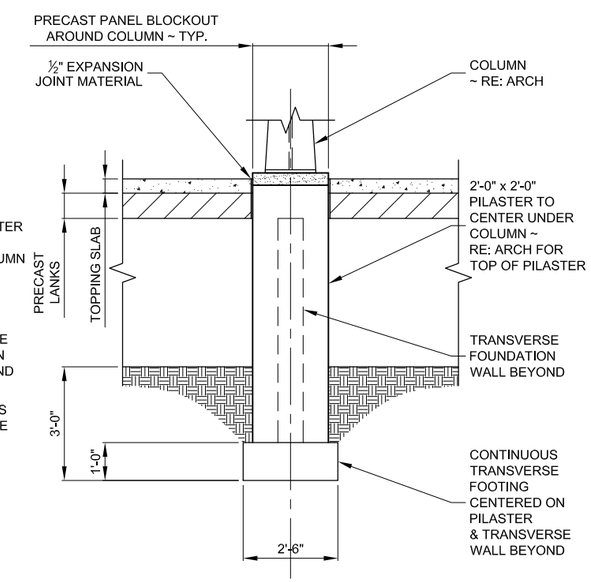
3 TYPICAL CENTER PLATFORM (TYPE 1) SECTION

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

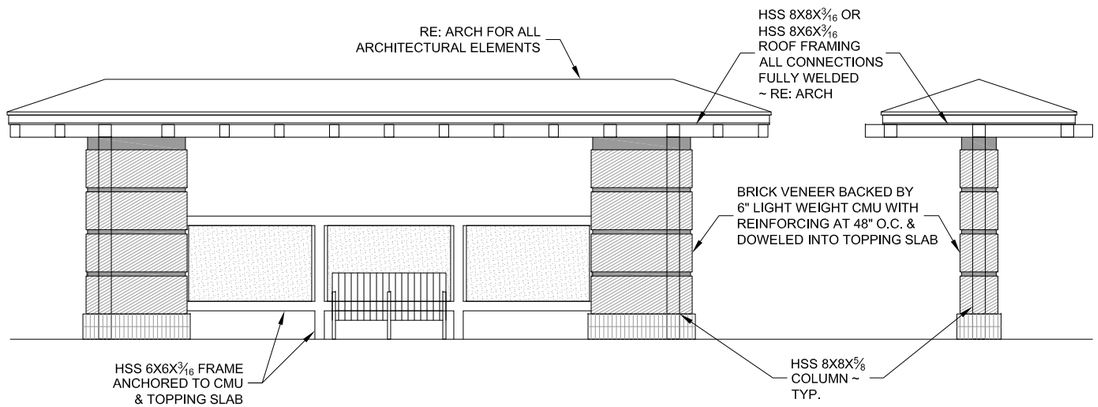
PROPOSAL SUBMITTAL

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

NORTHWEST RAIL CORRIDOR

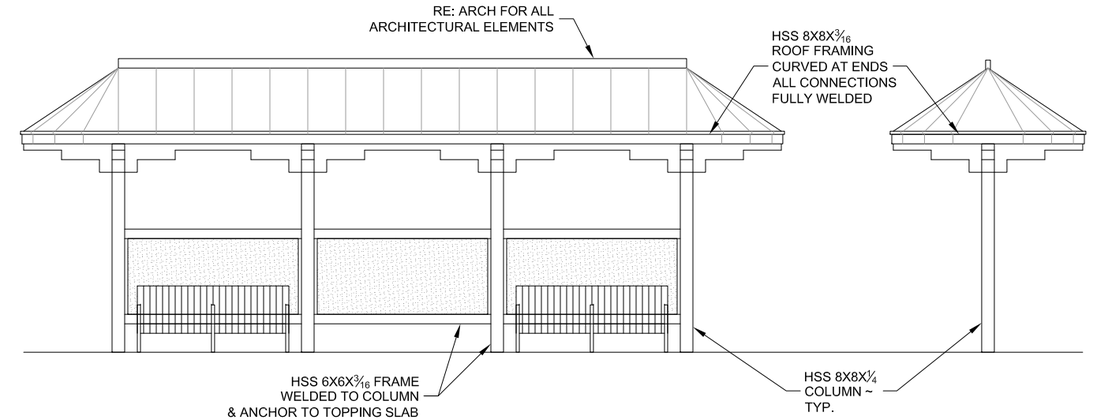
STATIONS STRUCTURAL
TYPICAL PLATFORM SECTIONS & DETAILS

SHEET REFERENCE NUMBER:
S-002



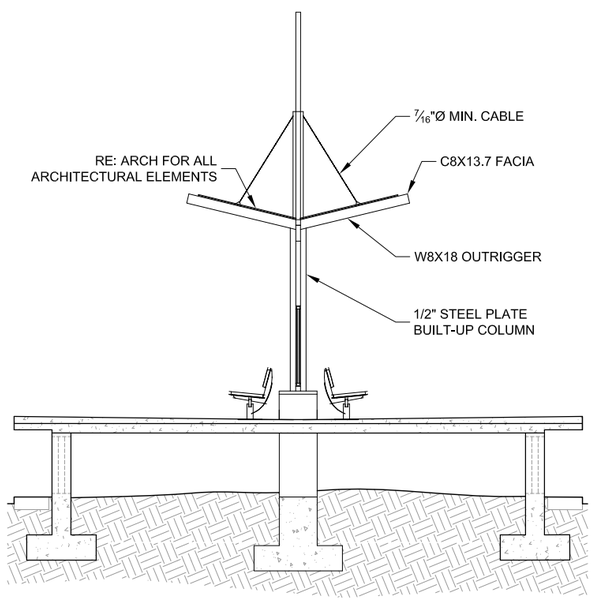
1 NEIGHBORHOOD CRAFTSMAN CANOPY FRAMING DETAIL

1/4" = 1'-0



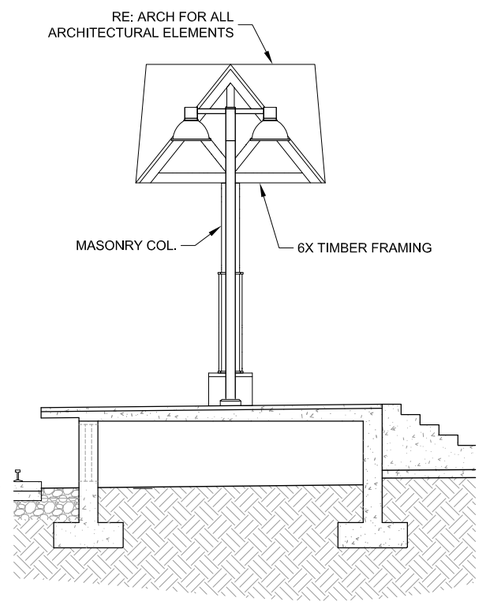
2 TOWN CENTER CONTEMPORARY CANOPY FRAMING DETAIL

1/4" = 1'-0



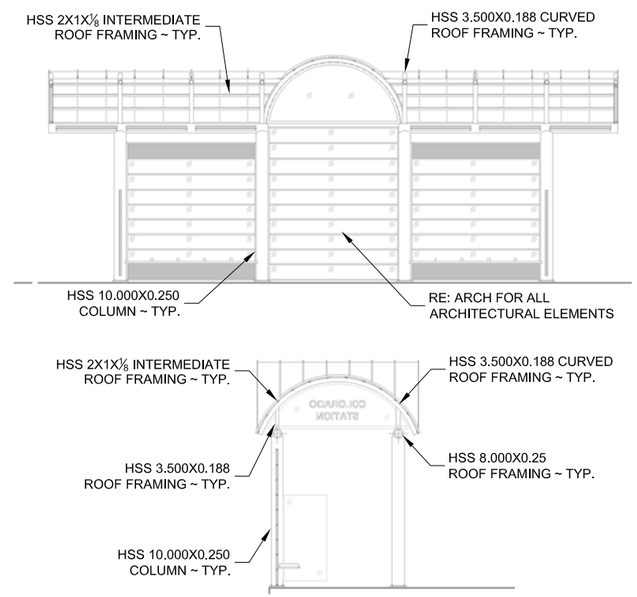
3 INDUSTRIAL LOFT MODERN CANOPY FRAMING DETAIL

1/4" = 1'-0



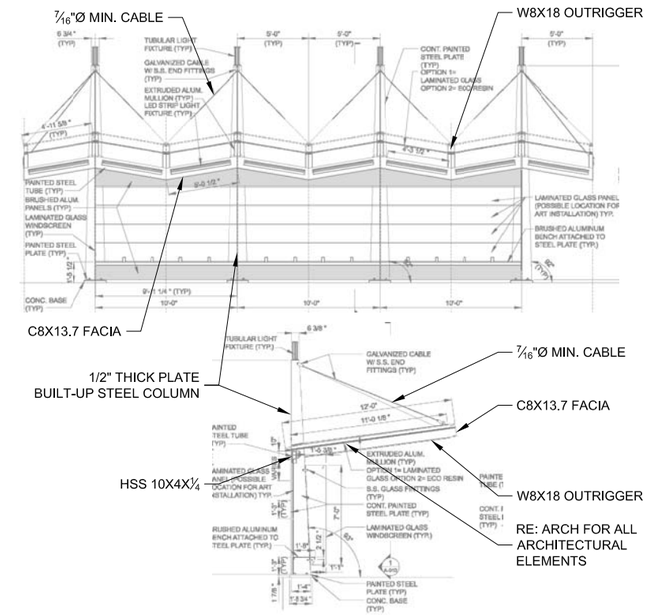
4 MAIN STREET HISTORIC CANOPY FRAMING DETAIL

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

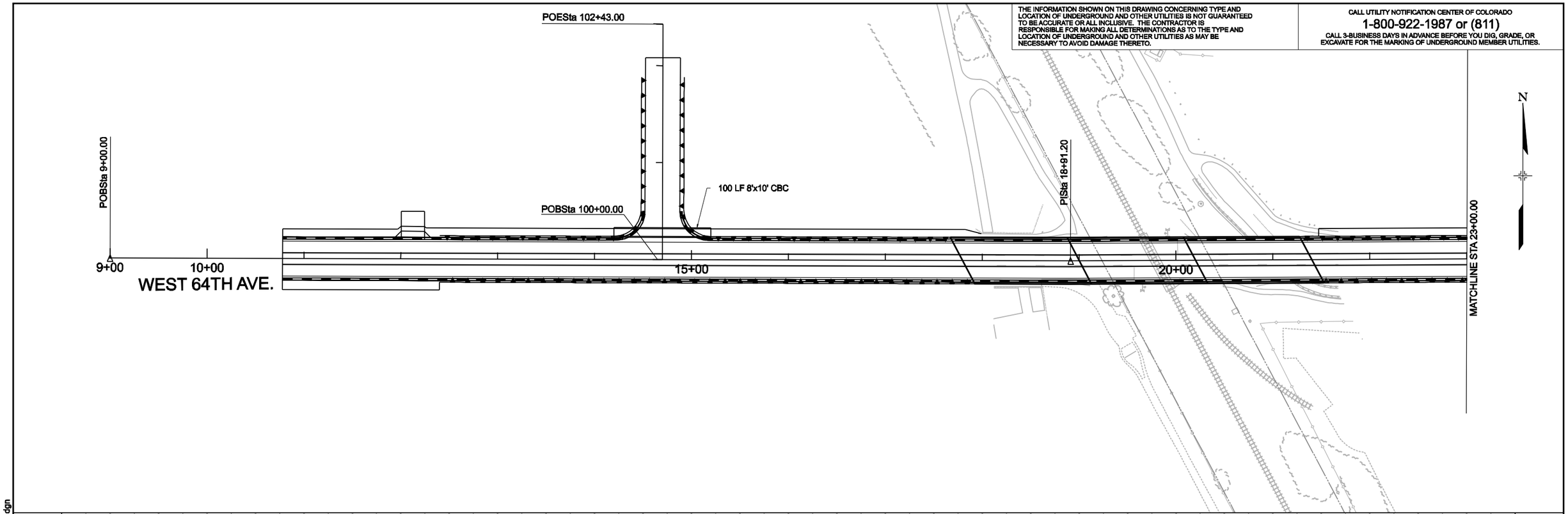
NORTHWEST RAIL CORRIDOR

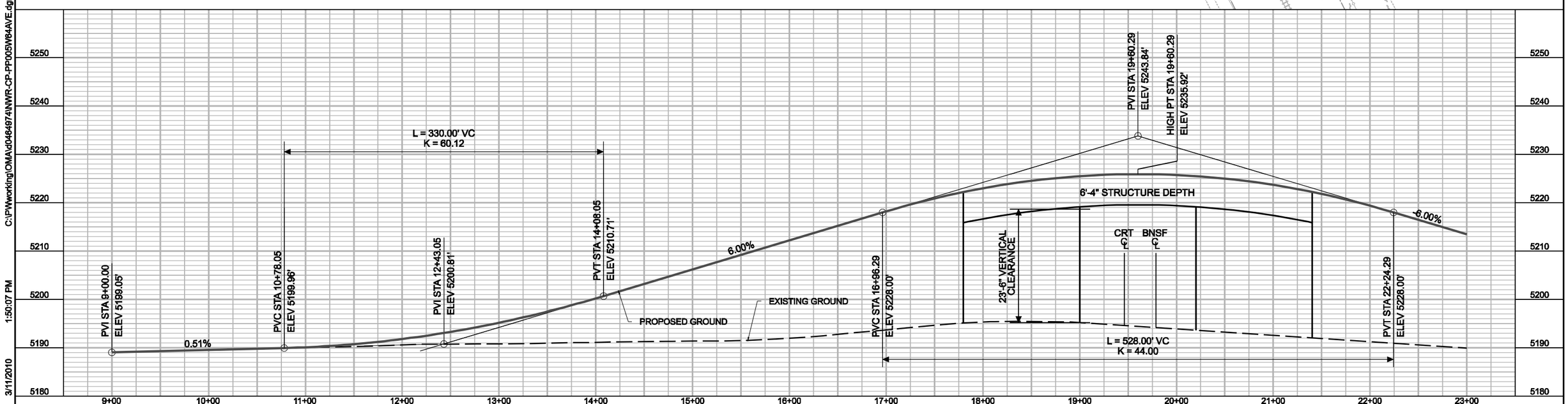
STATIONS STRUCTURAL
TYPICAL PLATFORM CANOPY DETAILS

SHEET REFERENCE NUMBER:
S-003

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

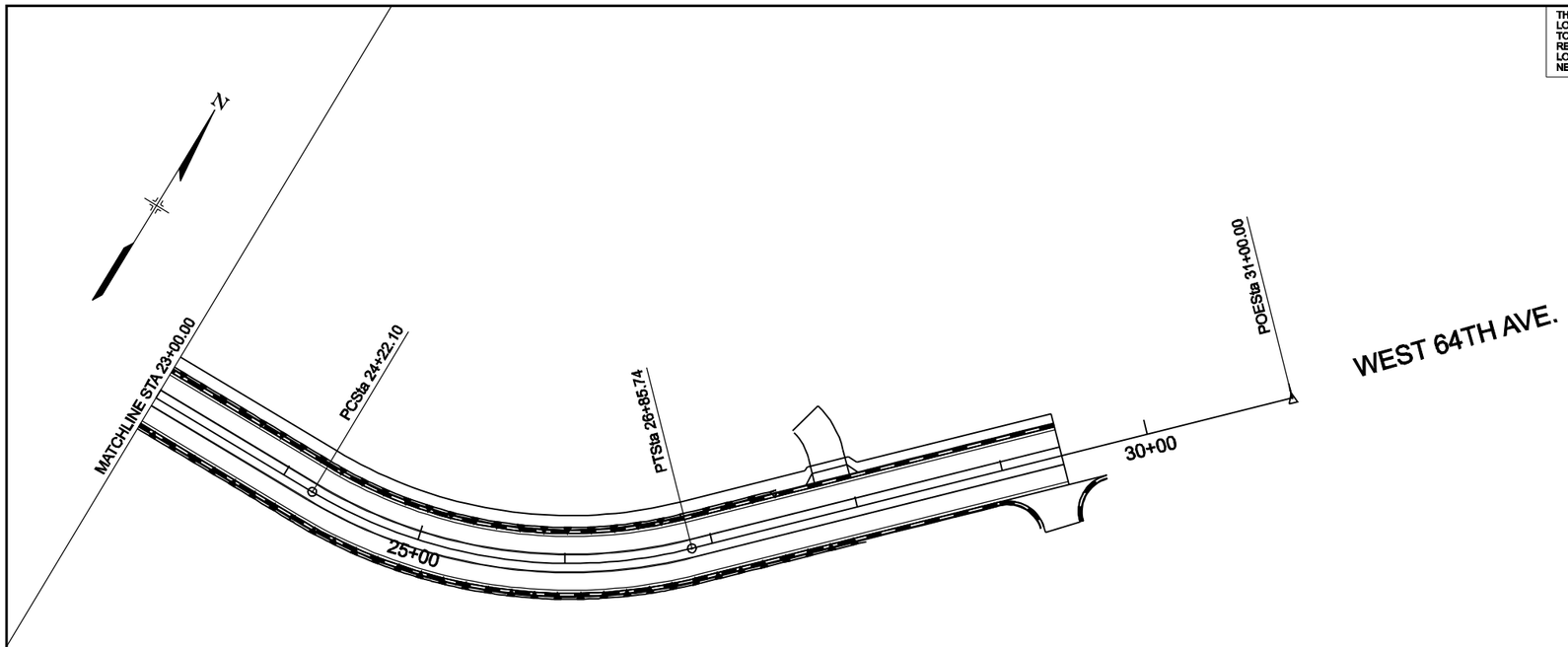
RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

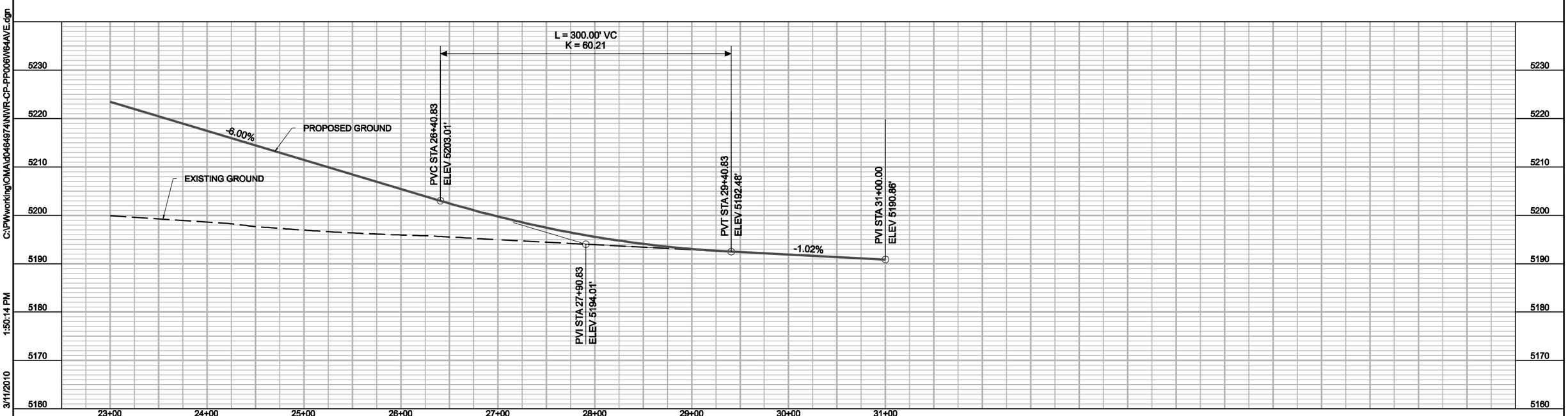
NORTHWEST RAIL ELECTRIFIED SEGMENT
WEST 64TH AVENUE
CIVIL / PLAN AND PROFILE
WEST 64TH AVE STA. 9+00 TO 23+00

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

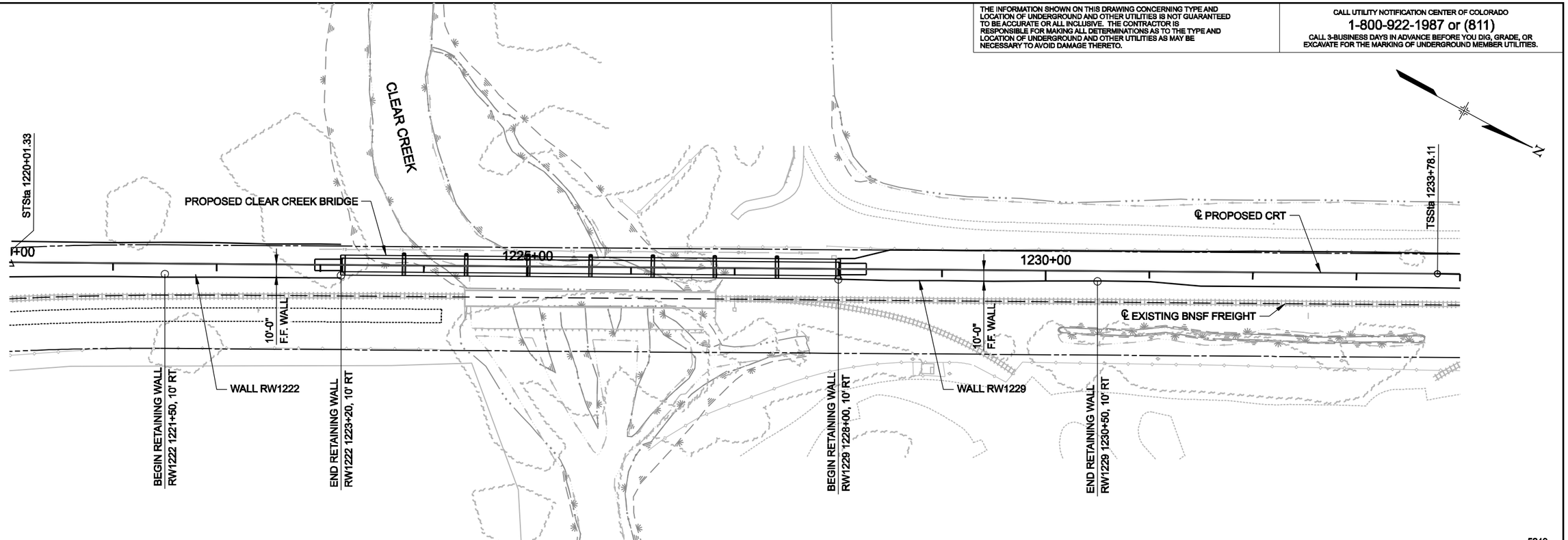
NORTHWEST RAIL ELECTRIFIED SEGMENT
WEST 64TH AVENUE

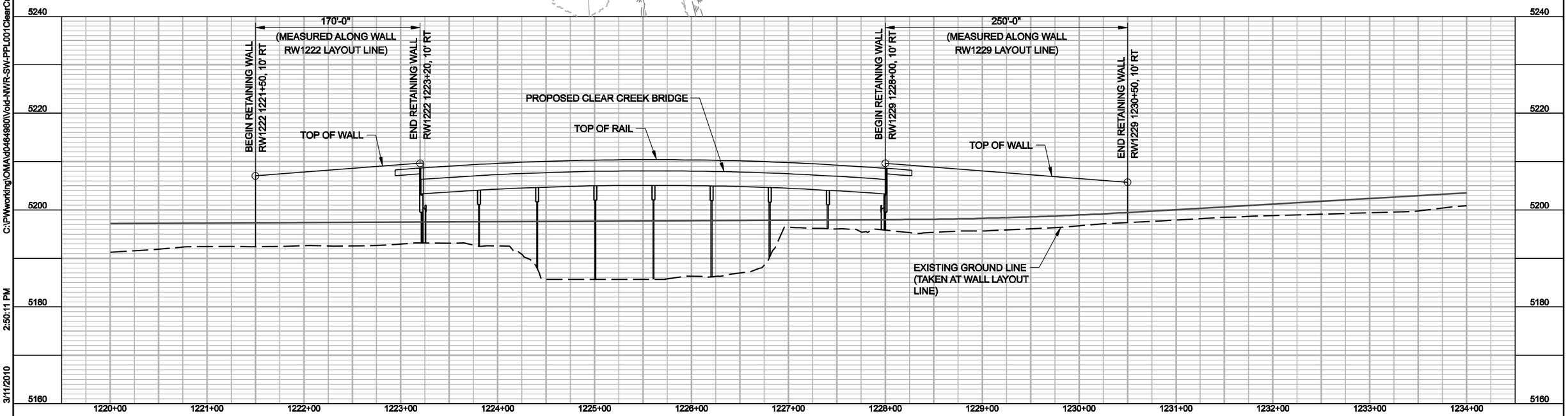
CIVIL / PLAN AND PROFILE
WEST 64TH AVE STA. 23+00 TO 31+00

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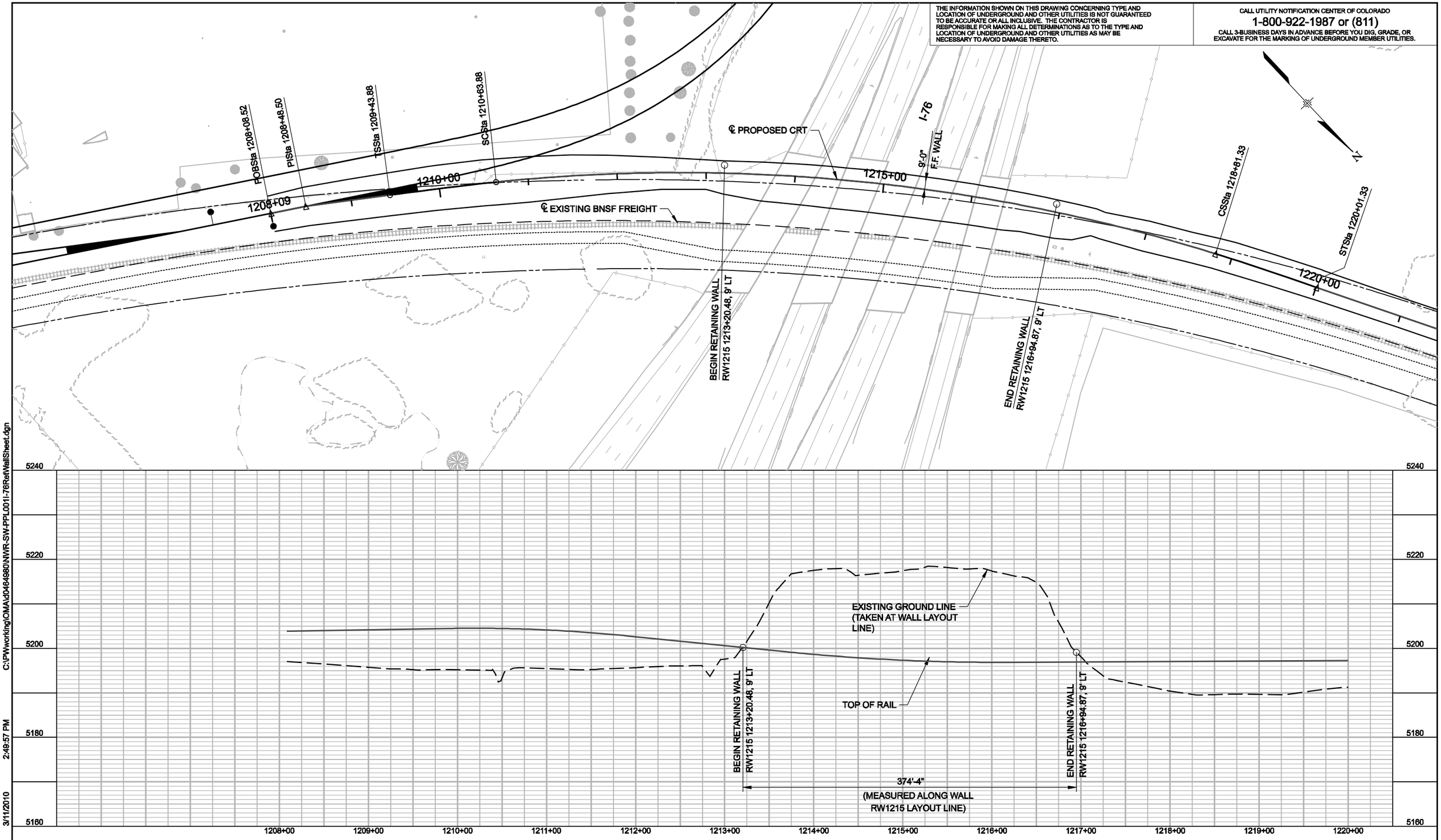
THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING ALL DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID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

REVIEWED BY: EJH DATE: 2-03-10
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

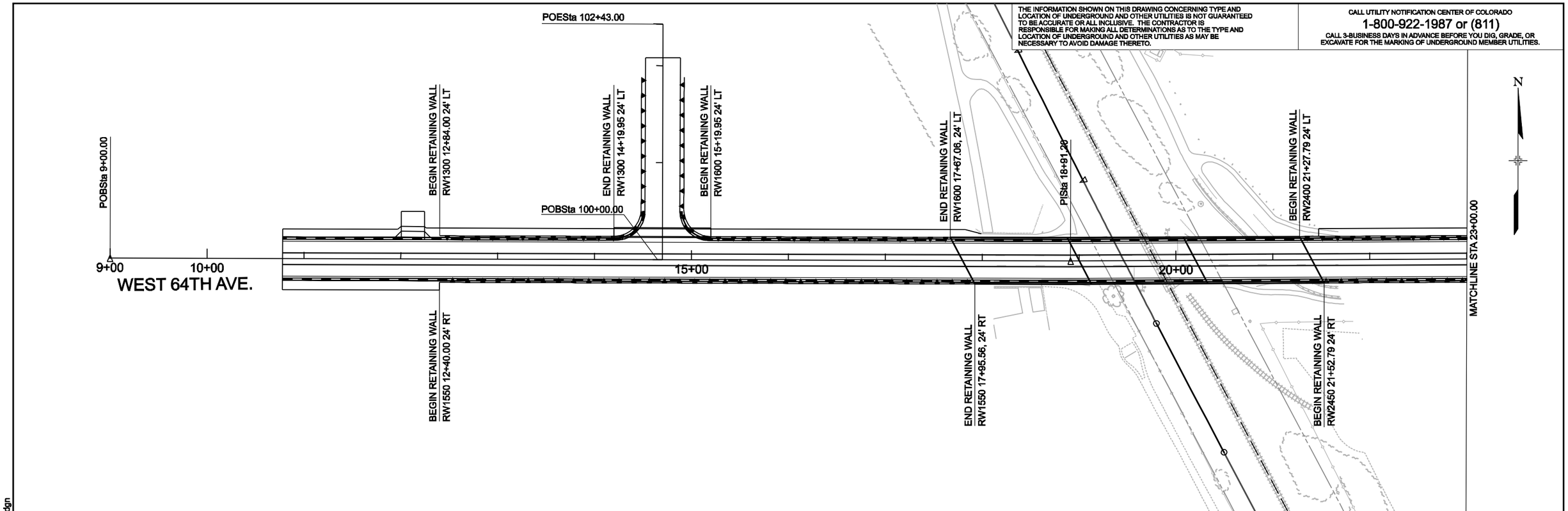
RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-8990

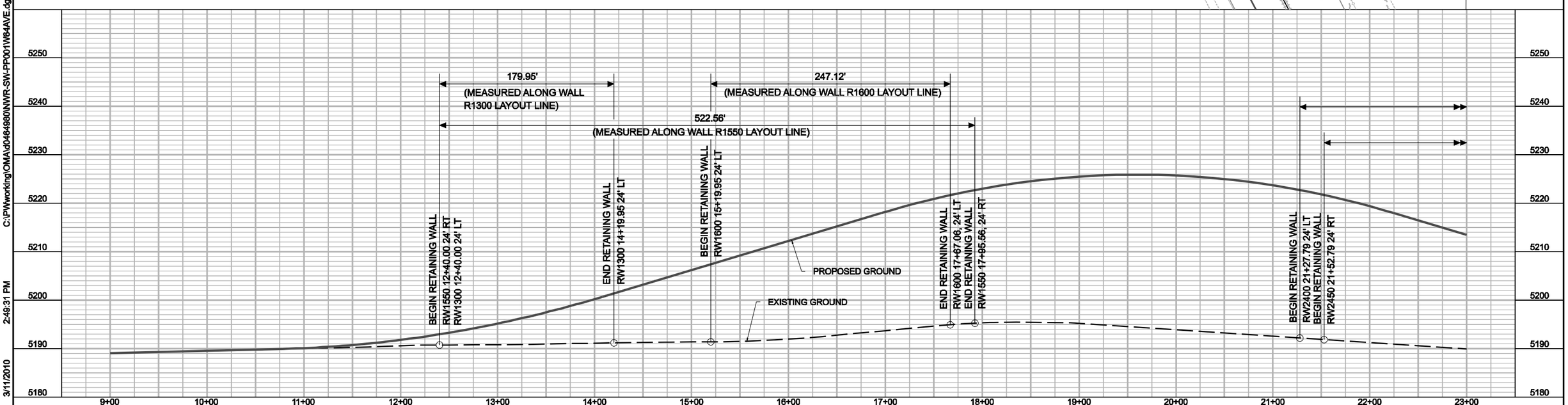
NORTHWEST RAIL ELECTRICAL SEGMENT
CLEAR CREEK
RETAINING WALL RW1215
GENERAL PLAN AND ELEVATION
STA 1213+20.48 TO 1216+94.87

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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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

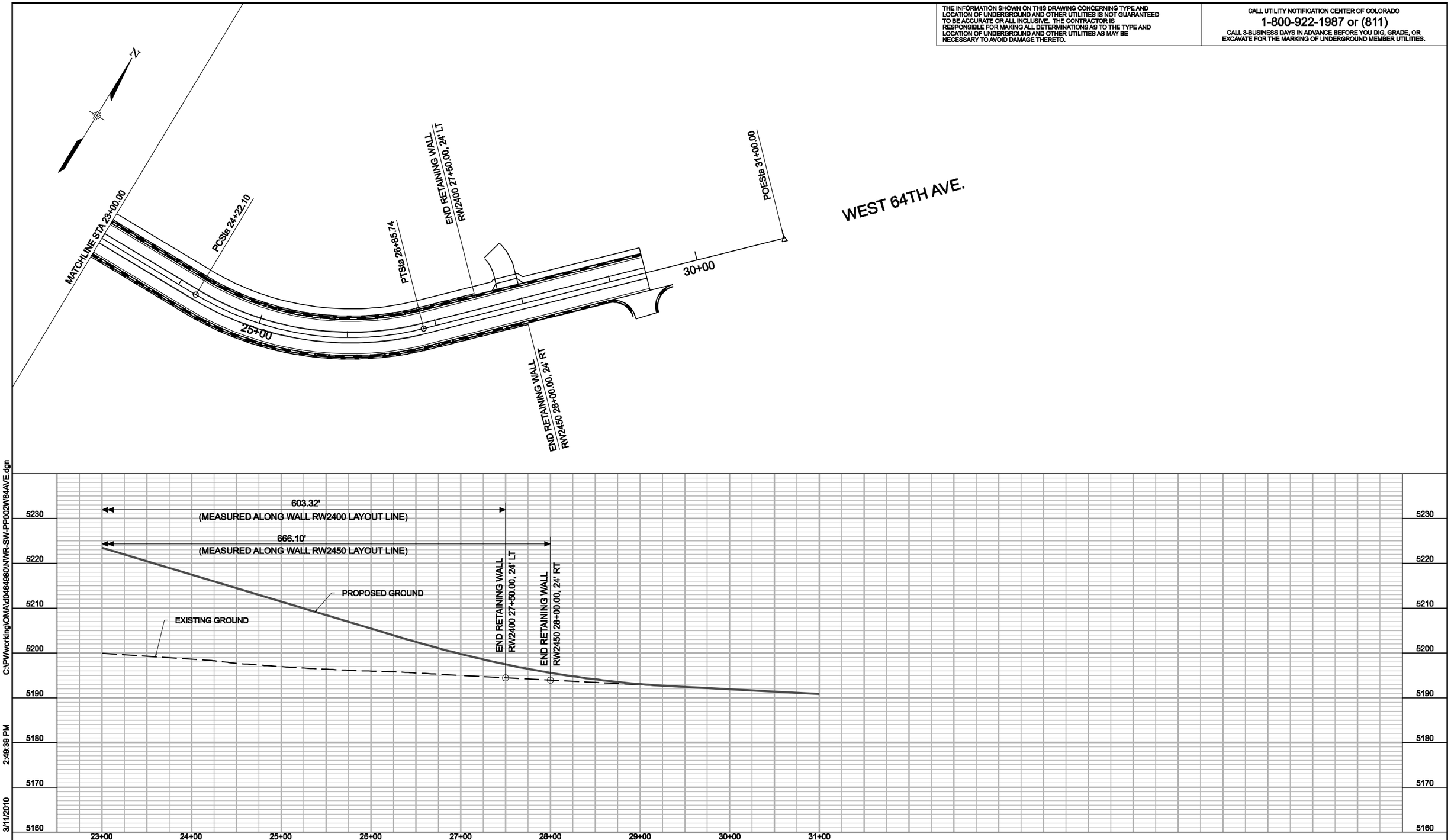
RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

NORTHWEST RAIL 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.

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: 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

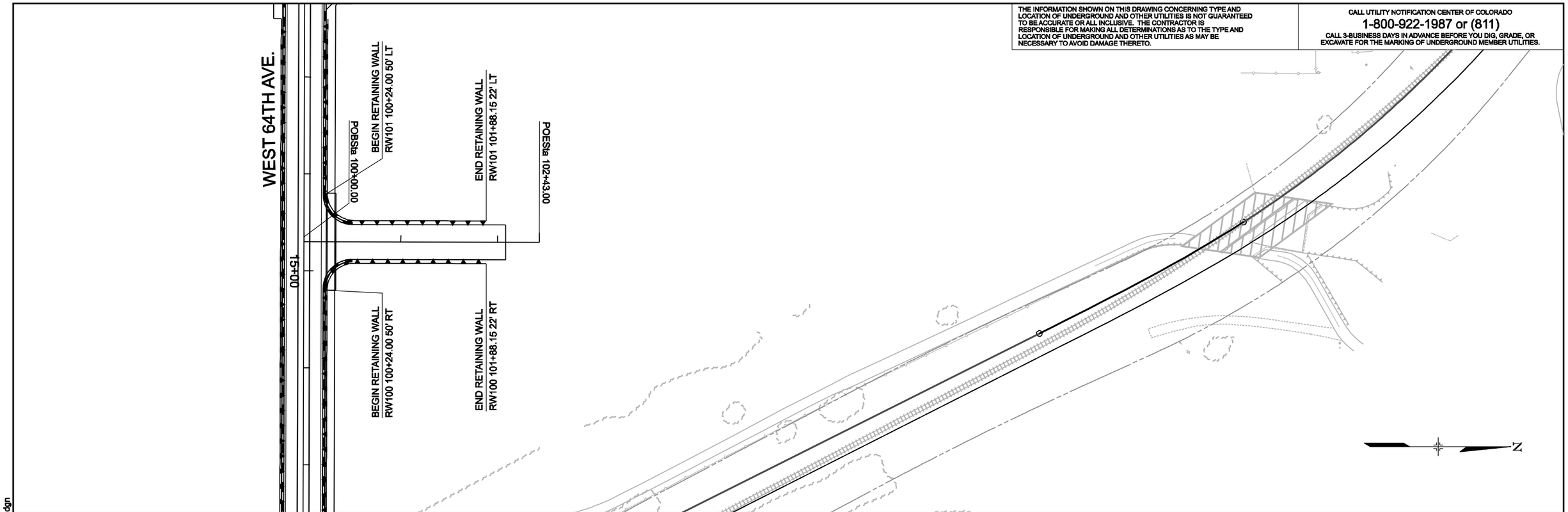
NORTHWEST RAIL ELECTRICAL SEGMENT
WEST 64TH AVENUE

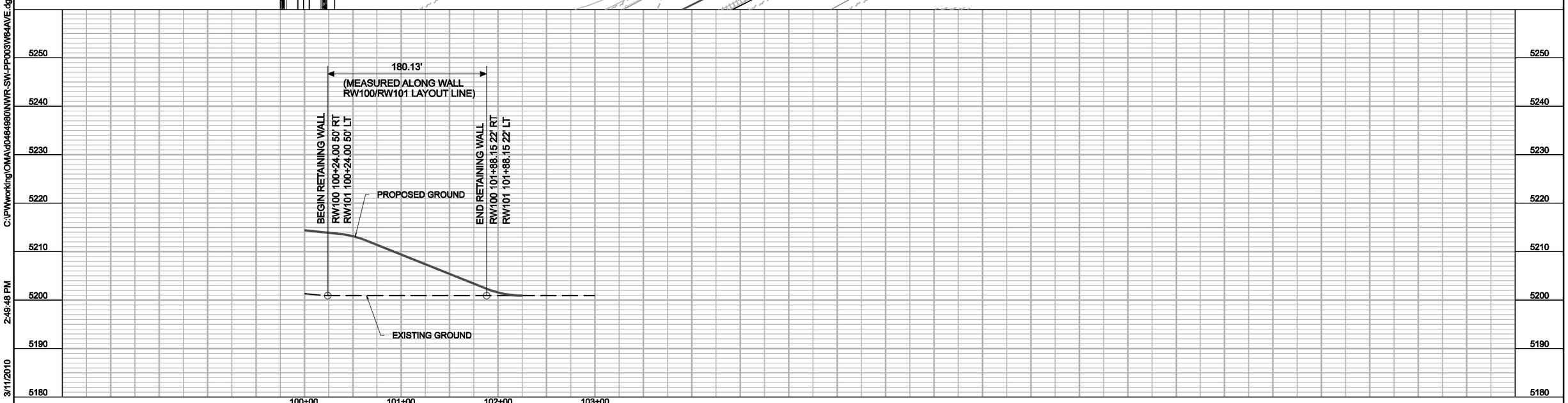
RETAINING WALL
GENERAL PLAN AND ELEVATION

SHEET REFERENCE NUMBER:
SW-004

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: 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

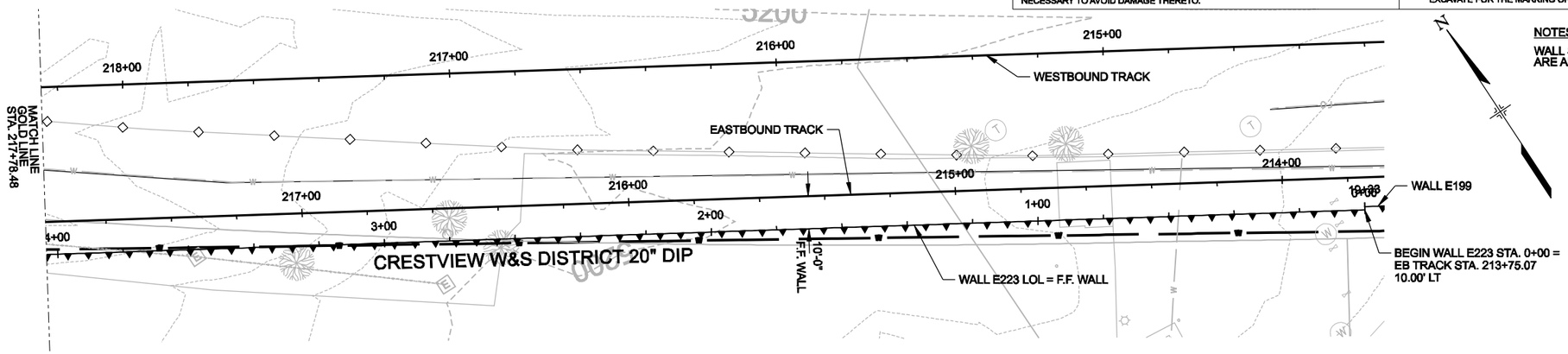
NORTHWEST RAIL ELECTRICAL SEGMENT
WEST 64TH AVENUE

RETAINING WALL
GENERAL PLAN AND ELEVATION

SHEET REFERENCE NUMBER:
SW-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.

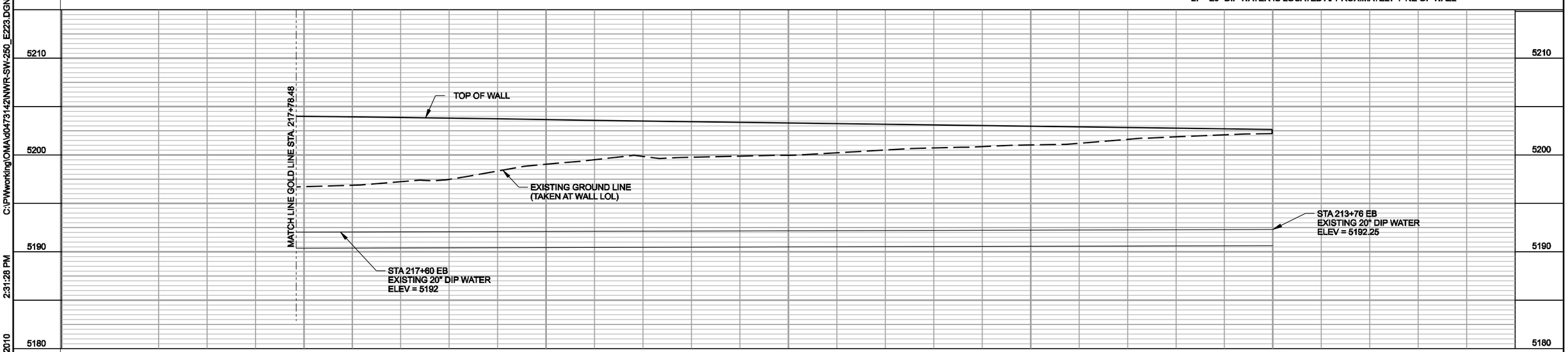


NOTES:

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:

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

DENVER TRANSIT PARTNERS

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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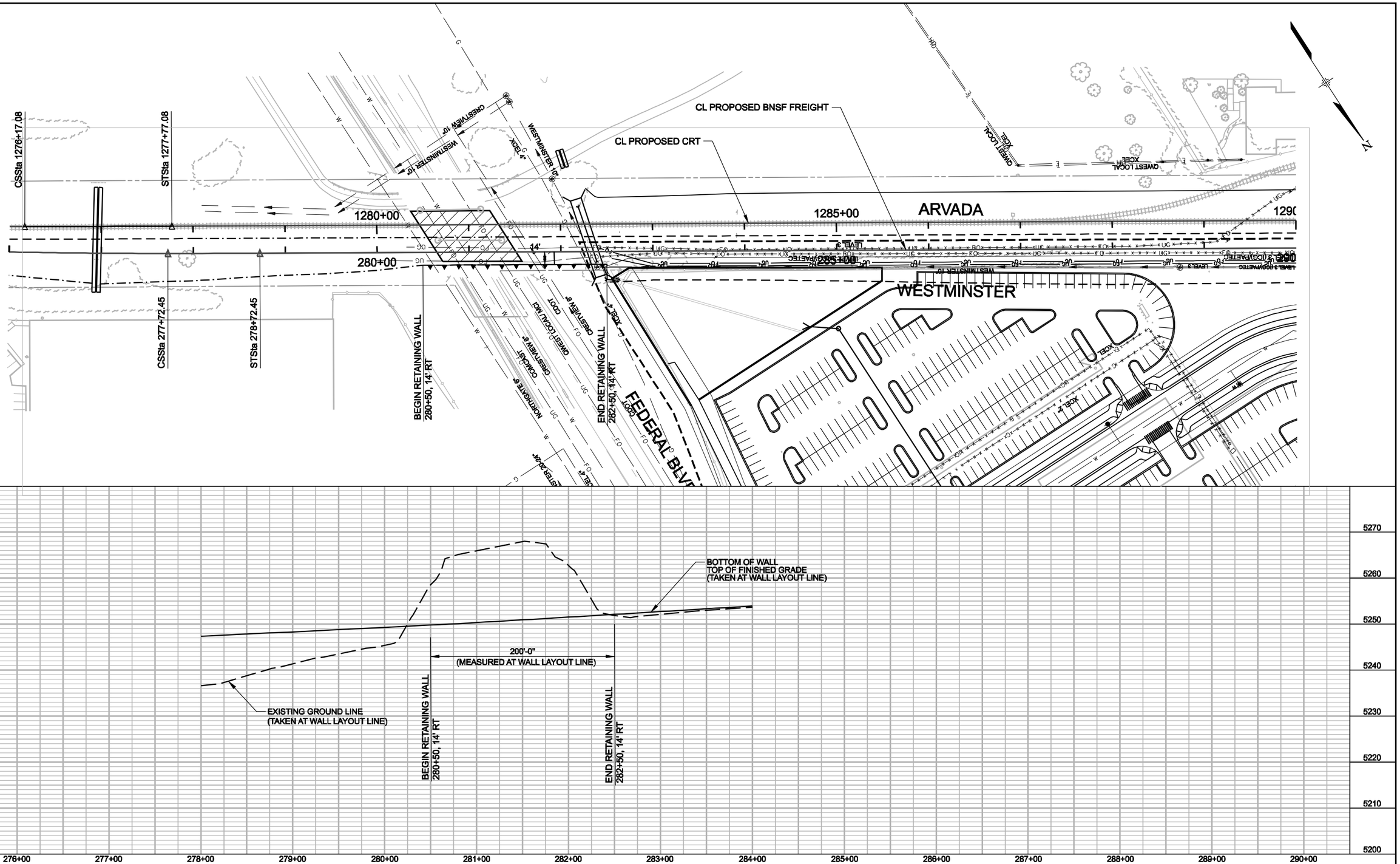
3/11/2010
Structure
US Survey Foot
USER: dmartine



C:\PWworking\OMA\d0516885\NWR-SW-PPL001-FederalRetWallSheet.dgn

2:50:23 PM

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) 299-6990

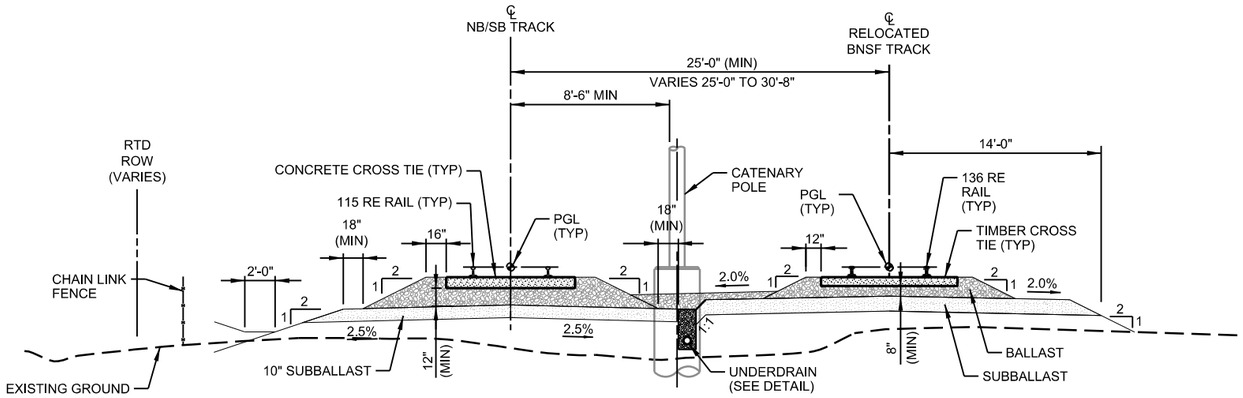
NORTHWEST RAIL ELECTRIFIED SEGMENT
RETAINING WALL STA. 276+00 TO 290+00

BNSF TRACK
PLAN & PROFILE

SHEET REFERENCE NUMBER:
SW-422

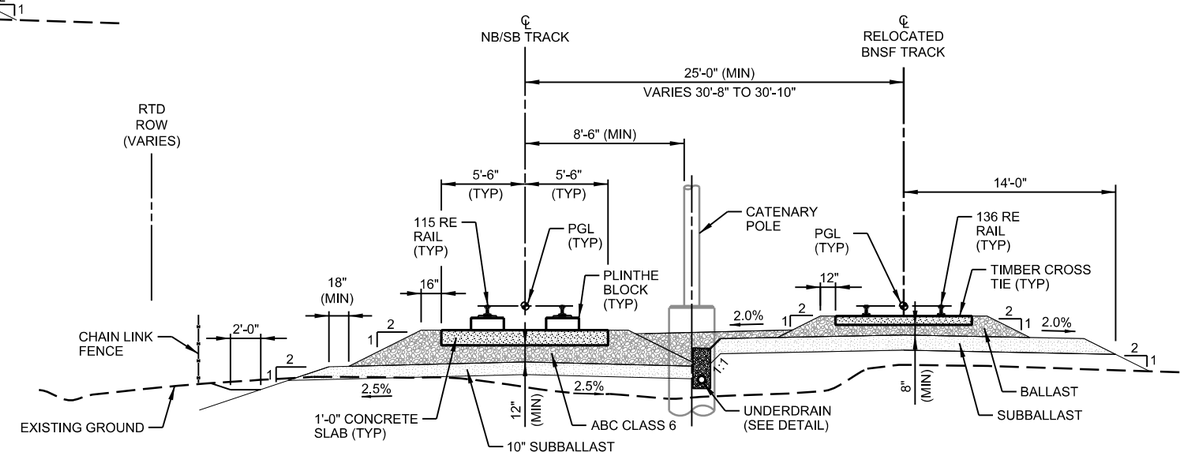
EXHIBIT B

CRT Trackway Clearance Envelope



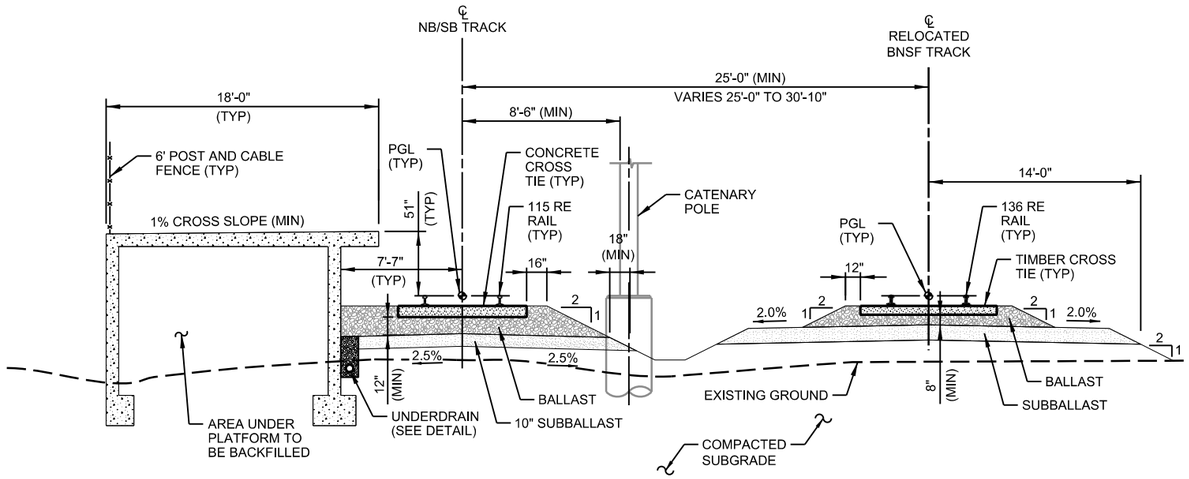
SINGLE TRACK BALLASTED - RELOCATED BNSF TRACK

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



SINGLE TRACK TRACK HARDENED - RELOCATED BNSF TRACK

STA 289+79.35 TO STA 293+59.08



SIDE PLATFORM STATION
(SOUTH WESTMINSTER)
STA 304+07.90 TO STA 306+07.90

NO.	REVISIONS	BY	DATE
B	ISSUED FOR 60% SUBMITTAL, CDRL #7B-03.06, REV B	IMWC	07/22/11
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

c:\pwworking\ttd_eagle_p3\dms00620\NWES-T-TT-014-TrkTypSects.dgn
7/22/2011
USER: bgaines

WESTMINSTER

Agenda Item 9 A

Agenda Memorandum

City Council Meeting
December 12, 2011

SUBJECT: Resolution No. 36 re Reappoint Members to Boards and Commissions and Fill Vacancies

Prepared By: Linda Yeager, City Clerk

Recommended City Council Action

Adopt Resolution No. 36 reappointing members whose terms of office will expire on December 31, 2011 to an additional two-year term and appointing alternate members to regular membership, where applicable, on the Board of Building Code Appeals, the Election Commission, the Environmental Advisory Board, the Historic Landmark Board, the Human Services Board, the Open Space Advisory Board, the Parks, Recreation and Libraries Advisory Board, the Personnel Board, the Planning Commission, and the Special Permit and License Board.

Summary Statement

- City Council action is requested to reappoint citizens serving as members of the aforementioned established City Boards and Commissions whose terms of appointment will expire on December 31, 2011, and to appoint alternate members to regular membership where vacancies exist.

- All affected Board members were contacted to determine interest and willingness to continue serving. New terms are for two-year periods.

- The remaining vacancies on City Boards and Commissions will be filled at a later date after City Council has had the opportunity to conduct interviews with interested Westminster citizens.

Expenditure Required: $0

Source of Funds: N/A

Policy Issue

Does City Council want to reappoint those individuals on Boards and Commissions whose terms of office will expire on December 31, 2011, and fill vacancies through the appointment of alternate members to regular membership?

Alternative

None identified

Background Information

The terms of office of four members on the Board of Building Code Appeals expire on December 31. Jacob Starkovich, Jonathan Talbott, Nancy Partridge (2nd alternate), and Greg Gruno (1st alternate) would like to be reappointed to the Board. Adoption of the attached resolution will name them to an additional two-year term that will expire December 31, 2013.

The terms of all four members of the Election Commission expire on December 31. Denis DuFresne, Jeanne Nearing, and William Nooning would like to continue serving on the Commission. Paul Gannon is not seeking another term on the Commission at this time, creating a vacancy to be filled at a later date.

The terms of Lisa Bressler, Ron Gallegos (alternate), Nick Puzzuti, and Rhea Staniszewski on the Environmental Advisory Board expire December 31. All would like to be reappointed to another two-year term that will expire December 31, 2013, and will be if the attached resolution is adopted.

The terms of office of Linda Cherrington, Linda Graybeal (alternate), Julie Marino, and Laura Vandenbosch on the Historic Landmark Board expire on December 31. All except Laura Vandenbosch have voiced interest in being reappointed to two-year terms that would expire December 31, 2013. For personal reasons Ms. Vandenbosch submitted her resignation effective December 31. The attached resolution reappoints Ms. Cherrington and Ms. Marino and appoints Ms. Graybeal to regular membership to fill the vacancy created by Ms. Vandenbosch's resignation. There are two vacancies (regular and alternate members) on this Board that will need to be filled at a later date.

The terms of office of four members on the Human Services Board expire December 31. Jerry Hersey, Alison O'Kelly (alternate), and Dennis White are all seeking reappointment. Kathleen Dodaro has not responded to a letter and voicemail message concerning her reappointment and is assumed to be uninterested in continued service. The attached resolution reappoints Mr. Hersey and Mr. White and appoints Ms. O'Kelly a regular member to fill the vacancy created by expiration of Ms. Dodaro's term. All terms of office will expire December 31, 2013.

The terms of five members of the Open Space Advisory Board expire on December 31, and Ben Beaty, JoAnn Price, Randal Tucker, and Pat Wales (alternate) have expressed interest in being reappointed. Ed Getsch is unable to accept another two-year appointment because meeting dates conflict with a required class he has to complete to renew his professional licensure in Colorado. The proposed resolution reappoints Mr. Beaty, Ms. Price, and Mr. Tucker and appoints Ms. Wales a regular member. All terms of office will expire December 31, 2013. This Board has one vacancy (alternate member) that will need to be filled at a later date.

The terms of office of four members on the Parks, Recreation and Libraries Advisory Board expire at year end. Janet Bruchmann, Dan Dolan (alternate), Terrance Ramirez, and Paula Saunders would like to be reappointed. The attached resolution accomplishes these reappointments to the Board with terms to expire December 31, 2013.

The terms of office of three regular members and two alternate members on the Personnel Board expire on December 31. John Brann, Darrell Fuller (2nd alternate), Wesley Underwood, Candee Wells (1st alternate), and Stacy Worthington would like to be reappointed, and the attached resolution accomplishes their reappointment to terms that will expire December 31, 2013.

The terms of James Boschert, David Carpenter (2nd alternate), Lawrence Dunn (1st alternate), and Richard Mayo on the Planning Commission expire on December 31. All four would like to continue serving another two-year term. If adopted, the attached resolution reappoints them to an additional term on the Commission that will expire December 31, 2013.

The terms of office of five members of the Special Permit and License Board expire on December 31. Martha Brundage, Mildred DeSmet, and Eric Wyns (alternate) have voiced interest in reappointment. Steve Marlin is resigning and moving to Alaska. BJ Sanchez is resigning due to family commitments that limit his availability to attend evening meetings. In addition to reappointing Ms. Brundage and Ms. DeSmet the attached ordinance names Eric Wyns, the current alternate, to fill the vacancy created by Mr. Marlin's resignation. There are two vacancies (regular and alternate members) on this Board that will need to be filled at a later date.

The citizens volunteering to serve on the City's boards and commissions play important roles in helping the City reach its strategic goals. Working in coordination with Staff and City Council, the Boards and Commissions' contributions assist the City to be a Financially Sustainable City Government Providing Exceptional Service; a Safe and Secure Community; a Strong, Balanced Local Economy; Vibrant Neighborhoods in One Livable Community; and a Beautiful and Environmentally Sensitive City.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment - Resolution

RESOLUTION

RESOLUTION NO. **36** INTRODUCED BY COUNCILLORS

SERIES OF 2011 _____

A RESOLUTION FOR CITY OF WESTMINSTER BOARD AND COMMISSION REAPPOINTMENTS AND NEW APPOINTMENTS

WHEREAS, each member of the City's Boards and Commissions whose term will expire on December 31, 2011 has been contacted and the majority of them have conveyed the desire to be re-appointed to the Board where they are currently serving; and

WHEREAS, it is important to have each City Board or Commission working with its full complement of authorized members to carry out the business of the City of Westminster with citizen representation; and

WHEREAS, Council has accepted with regret resignations recently received from Paul Gannon of the Election Commission, from Laura Vandenbosch of the Historic Landmark Board, from Ed Getsch of the Open Space Advisory Board, and from Steve Marlin and BJ Sanchez of the Special Permit and License Board.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WESTMINSTER that the following individuals are hereby reappointed members of the City of Westminster Board or Commission listed below with terms of office to expire December 31, 2013.

BOARD/COMMISSION	**NAMES OF RE-APPOINTEES**
Board of Building Code Appeals	Jacob Starkovich and Jonathan Talbott (regular members) and Greg Gruno and Nancy Partridge (1st and 2nd alternates, respectively),
Election Commission	Denis DuFresne, Jeanne Nearing, and William Nooning (regular members)
Environmental Advisory Board	Lisa Bressler, Nick Pizzuti and Rhea Staniszewski (regular members) and Ron Gallegos (alternate)
Historic Landmark Board	Linda Cherrington and Julie Marino (regular members)
Human Services Board	Jerry Hersey and Dennis White (regular members)
Open Space Advisory Board	Ben Beaty, JoAnn Price, and Randal Tucker (regular members)
Parks, Recreation and Libraries Advisory Board	Janet Bruchmann, Terrance Ramirez, and Paula Saunders (regular members) and Dan Dolan (alternate)
Personnel Board	John Brann, Wesley Underwood, and Stacy Worthington (regular members) and Candee Wells and Darrell Fuller (1st and 2nd alternates, respectively)

Planning Commission	James Boschert and Richard Mayo (regular members) and Lawrence Dunn and David Carpenter (1st and 2nd alternates, respectively)
Special Permit and License Board	Martha Brundage and Mildred DeSmet (regular members)

BE IT FURTHER RESOLVED that the following appointments of alternate members are being made to fill vacancies in regular memberships created by resignations with terms of office to expire December 31, 2013:

BOARD/COMMISSION	**NAMES OF APPOINTEES**
Historic Landmark Board	Linda Graybeal
Human Services Board	Alison O'Kelly
Open Space Advisory Board	Pat Wales
Special Permit and License Board	Eric Wyns

PASSED AND ADOPTED this 12th day of December, 2011.

ATTEST:

_____
Mayor

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

WESTMINSTER

Agenda Item 10 A

Agenda Memorandum

City Council Meeting
December 12, 2011

SUBJECT: Resolution No. 37 re 2012 Amended Pay Plans

Prepared By: Debbie Mitchell, Human Resources Manager

Recommended City Council Action

Adopt Resolution No. 37 amending the 2012 Pay Plans previously approved by Council.

Summary Statement

- On October 10, 2011, Council adopted the 2012 amended Pay Plans.
- Staff is recommending changes to the 2012 Amended Pay Plans that include title and grade adjustments impacting 29 positions and 15.8 full time equivalents (FTE) in the City Manager's Office, General Services and Parks, Recreation and Libraries Departments. These recommendations are based on reorganizations resulting from opportunities created by key vacancies and are possible within the approved 2012 Budget existing salary accounts.
- The increase of .2 FTE is recommended to support Public Information operations resulting in a full time Public Information Officer. There is no cost increase to the General Fund as the cost of this .2 FTE is being absorbed in the City Manager's Office budget.
- An additional .5 FTE is recommended for communication support in the Economic Development Division, funded through the Westminster Center Urban Reinvestment Project (WURP) existing operational funds.
- The additional FTE recommendations result in a net 0.7 FTE increase in the 2012 Amended FTE Staffing allocation, totaling 911.041 FTE.
- The Colorado minimum wage will increase to $7.64 per hour on January 1, 2012. Staff is recommending pay rate changes to the Hourly and Seasonal Pay Plans to meet Colorado State minimum wage requirements.

Expenditure Required: $0

Source of Funds: N/A

Policy Issue

Should City Council approve revisions to the previously approved 2012 Pay Plans described in this report?

Alternative

Maintain the current 2012 Pay Plans structure without the recommended adjustments. Staff does not recommend this as an alternative since the recommended actions reflect Council's goal of maintaining a Financially Sustainable City Government Providing Exceptional Services by maintaining an effective, appropriately structured and classified workforce. In addition, the pay rate changes to the Hourly and Seasonal Pay Plans will meet Colorado State minimum wage requirements.

Background Information

A biennial review of the pay and classification system is anticipated in 2012 in preparation for the 2013/2014 Budget development. No salary or classification review was completed in 2010 for the 2011/2012 budget due to economic conditions and little movement in the compensation market. Council adopted the Amended 2012 Pay Plans on October 10, 2011 with title changes and reclassifications impacting sixteen positions and 13.8 FTEs.

Additional adjustment recommendations are being made to reflect recent needs to restructure staffing assignments as a result of key vacancies and shifting operational needs. The detailed list of these recommended pay plan adjustments are outlined in the Change Sheet and New Position attachments.

Deputy City Manager, Matt Lutkus, announced his departure from the City effective January 2012 providing an opportunity for the General Services Department to review its current structure and make adjustments to enhance the department effectiveness through better utilization of current staff. Recommendations include centralizing all human resource responsibilities with the General Services Director supported by three division managers to ensure quality delivery of services in the areas of Risk Management, Staffing and Compensation as well as Benefits and Employee Development. Support of all seven divisions will be the responsibility of a Sr. Projects Officer. The recommended title and grade adjustments impact seven positions in the General Services Department.

Staff responsibilities for City involvement in regional transportation will be shifting to the City Manager's Office from Deputy City Manager, Matt Lutkus at his departure. Additional responsibilities for critical intergovernmental work on regional transportation priorities will be given to a Management Analyst. By adding this high level function, a recommendation is being made to reclassify, upgrade and title change 1.0 FTE Management Analyst to a 1.0 FTE Assistant to the City Manager. In addition, WURP priorities and operational needs in the Public Information Section and Economic Development Division of the City Manager's Office are the impetus for recommending adjustments to staffing allocations in these areas. Staff is recommending changes to the 2012 Amended Pay Plans that include title and grade adjustments impacting six positions in the City Manager's Office. In addition, Staff is recommending increasing the Public Information Officer position to full time with additional .2 FTE, plus adding a .5 FTE Communication Coordinator to support the Economic Development Division. These recommendations result in a net 0.7 FTE increase in the 2012 Amended FTE Staffing allocation, totaling 911.041 FTE.

In the Parks, Recreation and Libraries Department, reorganizing the existing 3.5 FTE staff that are currently assigned to the department's sports facilities, adult and youth sports program operations will assist with meeting program goals. Restructuring this staffing allocation will provide better consistency

in sports operations by having one 1.0 FTE Recreation Supervisor oversee the supervision of all sports facilities including the Sports Center, softball, soccer and athletic fields, etc., plus having over site of all youth and adult sports programs. The Supervisor will directly supervise the recommended two 1.0 FTE Facility Assistants and a .5 FTE Program Assistant who will assist in the achievement of daily operational goals without adding additional staffing. Staff believes this reorganization will not only provide improvements to the quality of the sports programs but it will also improve communications which will have a direct positive impact on guest satisfaction.

Staff is recommending pay rate changes to the Hourly and Seasonal Pay Plans to meet the Colorado State minimum wage increase to $7.64 per hour that will be effective January 1, 2012. This will result in increasing the pay rate of Step 1 of H2 and H3 classifications in the Hourly Pay Plan to $7.64 per hour and the pay rate of Step 1 of the S6 classification in the Seasonal Pay Plan to $7.64 per hour. The changes recommended in the Parks, Recreation and Libraries Department impact sixteen positions.

These pay plan recommendations support Council's goal of maintaining a Financially Sustainable City Government Providing Exceptional Services by maintaining an effective, appropriately structured and classified workforce. In addition, the classification changes to the Hourly and Seasonal Pay Plans will meet Colorado State minimum wage requirements

<u>No additional funding is needed to meet these staffing adjustments.</u>

Respectfully submitted,

J. Brent McFall
City Manager

Attachments – Resolution
A. Pay Plans
B. Change Sheet
C. New Position Sheet

RESOLUTION

RESOLUTION NO. **37** INTRODUCED BY COUNCILLORS

SERIES OF 2011 _____

A RESOLUTION AMENDING THE 2012 PAY PLAN

WHEREAS, Section 1-24-2 of the Westminster Municipal Code provides that the City Council, upon recommendation of the City Manager, shall by resolution establish the salary schedule for all position classifications in the municipal service; and

WHEREAS, City Council previously approved the 2012 salary schedule as part of the 2011/2012 City Budget approval process; and

WHEREAS, a number of reclassifications, new classifications, an increase of .7 FTE, and title adjustments are also recommended as a result of organizational changes;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WESTMINSTER that the attached new salary schedule and the authorized personnel schedule described above are hereby adopted and approved and shall be put into effect on January 2, 2012.

PASSED AND ADOPTED this 12th day of December, 2011.

ATTEST:

_____
Mayor

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney's Office

W E S T M I N S T E R

Attachment A

2012 Proposed Amended Pay Plan

City of Westminster
Department of General Services
Human Resources Division

4800 West 92nd Avenue
Westminster, CO 80031

Phone: (303) 658-2150
Fax: (303) 706-3924
Website: www.cityofwestminster.us

City of Westminster
2012 Proposed Amended Pay Plan

TABLE OF CONTENTS

Tab	Section	Page
A	FTE Staffing Summary	1 - 23
B	Administrative Officers Pay Plan	24 - 25
C	Exempt Pay Plan	26 - 30
D	Non-Exempt Pay Plan	31 - 44
E	Seasonal and Hourly Pay Plan	45 - 47

City of Westminster
2012 Proposed Amended Full-Time Equivalent Staffing Summary

Business Unit	Position Title	2011 Authorized	2012 Authorized	2012 Proposed Amended
General Fund				
City Attorney's Office				
10003120				
	City Attorney's Office Section			
	Administrative Coordinator	*0.000*	1.000	1.000
	Assistant City Attorney I/II	3.150	3.150	3.150
	City Attorney	1.000	1.000	1.000
	Legal Administrator	*1.000*	*0.000*	*0.000*
	Legal Secretary	1.800	0.800	0.800
	Paralegal	0.000	1.000	1.000
	Secretary	1.000	1.000	1.000
	City Attorney's Office Section Sum	**7.950**	**7.950**	**7.950**
100031200125				
	Prosecuting Section			
	Assistant Prosecuting Attorney	1.700	1.700	1.700
	Lead Prosecuting Attorney	0.750	0.750	0.750
	Secretary	1.000	1.000	1.000
	Prosecuting Section Sum	**3.450**	**3.450**	**3.450**
100031200911				
	Public Safety			
	Assistant City Attorney I/II	0.250	0.250	0.250
	Assistant Prosecuting Attorney	1.300	1.300	1.300
	Lead Prosecuting Attorney	0.250	0.250	0.250
	Legal Secretary	0.500	0.500	0.500
	Public Safety Sum	**2.300**	**2.300**	**2.300**
City Attorney's Office Total		**13.700**	**13.700**	**13.700**

City of Westminster
2012 Proposed Amended Full-Time Equivalent Staffing Summary

Business Unit	Position Title	2011 Authorized	2012 Authorized	2012 Proposed Amended
General Fund				
City Manager's Office				
10005050				
	City Manager's Office Section			
	Administrative Secretary	2.000	2.000	2.000
	Assistant City Manager	1.000	1.000	1.000
	Assistant to the City Manager	0.000	0.000	1.000
	Budget and Special Projects Manager	*1.000*	*1.000*	*0.000*
	City Manager	1.000	1.000	1.000
	Deputy City Manager	*0.000*	*0.000*	1.000
	Executive Secretary to City Manager	1.000	1.000	1.000
	Management Analyst	*1.000*	*1.000*	*0.000*
	Senior Management Analyst	1.000	1.000	1.000
	City Manager's Office Section Sum	**8.000**	**8.000**	**8.000**
100050500387				
	Public Information Section			
	Communication Coordinator	*0.000*	*0.800*	*0.000*
	Public Information Officer	0.800	1.000	1.000
	Public Information Specialist	1.000	1.000	1.000
	Senior Public Information Specialist	1.000	0.000	1.000
	Public Information Section Sum	**2.800**	**2.800**	**3.000**
Economic Development Division				
10005340				
	Economic Development Division Section			
	Business Development Coordinator	*0.000*	*1.000*	*0.000*
	Economic Development Administrator	*1.000*	*0.000*	*0.000*
	Economic Development Manager	1.000	1.000	1.000
	Economic Development Officer	*0.000*	*0.000*	1.000
	Economic Development Specialist	1.000	1.000	1.000
	Secretary	1.000	1.000	1.000
Economic Development Division Total		**4.000**	**4.000**	**4.000**
City Manager's Office Sum		**14.800**	**14.800**	**15.000**

City of Westminster
2012 Proposed Amended Full-Time Equivalent Staffing Summary

Business Unit	Position Title	2011 Authorized	2012 Authorized	2012 Proposed Amended
General Fund				
Community Development Department				
Administration Division				
10030050				
	Administrative Coordinator	1.000	1.000	1.000
	Community Development Director	1.000	1.000	1.000
	Secretary	1.600	1.600	1.600
	Senior Projects Coordinator	1.000	1.000	1.000
Administration Division Total		**4.600**	**4.600**	**4.600**
Building Division				
10030370				
	Building Division Section			
	(I) Assistant Building Plans Analyst	1.500	1.500	1.500
	(I) Electrical Inspector	1.000	1.000	1.000
	(I) General Building Inspector	1.000	1.000	1.000
	(I) Housing Inspector	1.000	1.000	1.000
	Building Inspection Supervisor	1.000	1.000	1.000
	Building Permit Technician	1.000	1.000	1.000
	Building Plans Analyst	1.000	1.000	1.000
	Chief Building Official	1.000	1.000	1.000
	Electrical Inspector	1.000	1.000	1.000
	General Building Inspector	3.000	3.000	3.000
	Lead Housing Inspector	1.000	1.000	1.000
	Secretary	1.500	1.500	1.500
	Building Division Section Sum	**15.000**	**15.000**	**15.000**
100303700911				
	Public Safety			
	Assistant Building Plans Analyst	1.000	1.000	1.000
	Public Safety Sum	**1.000**	**1.000**	**1.000**
Building Division Total		**16.000**	**16.000**	**16.000**

City of Westminster
2012 Proposed Amended Full-Time Equivalent Staffing Summary

Business Unit	Position Title	2011 Authorized	2012 Authorized	2012 Proposed Amended
General Fund				
Engineering Division				
10030380				
	Assistant City Engineer	1.000	1.000	1.000
	Capital Projects Inspector	1.000	1.000	1.000
	City Engineer	1.000	1.000	1.000
	Engineer/Senior Engineer	1.500	1.500	1.500
	Engineering Construction Inspector	2.000	2.000	2.000
	GIS Coordinator	1.000	1.000	1.000
	GIS Specialist	1.000	1.000	1.000
	Secretary	0.500	0.500	0.500
	Senior Engineer	1.000	1.000	1.000
	Senior Projects Engineer	1.000	1.000	1.000
	Traffic Technician	1.000	1.000	1.000
	Transportation Systems Coordinator	1.000	1.000	1.000
Engineering Division Total		**13.000**	**13.000**	**13.000**
Planning Division				
10030360				
	Code Enforcement Officer	0.500	0.500	0.500
	Landscape Planner	1.000	1.000	1.000
	Official Development Plan Inspector	1.000	1.000	1.000
	Planner I/II/III	4.200	4.200	4.200
	Planning Aide	1.000	1.000	1.000
	Planning Manager	1.000	1.000	1.000
	Planning Technician	2.000	2.000	2.000
	Principal Planner	1.000	1.000	1.000
	Records Management Technician	1.000	1.000	1.000
	Secretary	0.500	0.500	0.500
	Senior Projects Planner	*1.000*	*0.000*	*0.000*
	Senior Urban Designer	*0.000*	1.000	1.000
Planning Division Total		**14.200**	**14.200**	**14.200**
Community Development Department Sum		**47.800**	**47.800**	**47.800**

City of Westminster
2012 Proposed Amended Full-Time Equivalent Staffing Summary

Business Unit	Position Title	2011 Authorized	2012 Authorized	2012 Proposed Amended
General Fund				
Finance Department				
Administration Division				
10015050				
	Accounting Technician/Retirement	0.500	0.500	0.500
	Administrative Secretary	1.000	1.000	1.000
	Finance Director	1.000	1.000	1.000
	Purchasing Officer	1.000	1.000	1.000
	Retirement Administrator	1.000	1.000	1.000
Administration Division Total		**4.500**	**4.500**	**4.500**
Accounting Division				
10015220				
	Accounting Division Section			
	Accountant	3.000	3.500	3.500
	Accounting Manager	1.000	1.000	1.000
	Accounting Specialist	1.000	1.000	1.000
	Accounting Technician	3.000	3.000	3.000
	Internal Auditor	*0.500*	*0.000*	*0.000*
	Accounting Division Section Sum	**8.500**	**8.500**	**8.500**
100152200911				
	Public Safety			
	Accountant	0.500	0.500	0.500
	Accounting Technician	1.000	1.000	1.000
	Public Safety Sum	**1.500**	**1.500**	**1.500**
Accounting Division Total		**10.000**	**10.000**	**10.000**
Sales Tax Division				
10015250				
	Sales Tax Division Section			
	Revenue Agent	1.000	1.000	1.000
	Sales Tax Audit Supervisor	1.000	1.000	1.000
	Sales Tax Auditor	4.000	4.000	4.000
	Sales Tax Manager	1.000	1.000	1.000
	Sales Tax Technician	0.750	0.750	0.750
	Sales Tax Division Section Sum	**7.750**	**7.750**	**7.750**
100152500911				
	Public Safety			
	Accountant	0.500	0.500	0.500
	Public Safety Sum	**0.500**	**0.500**	**0.500**
Sales Tax Division Total		**8.250**	**8.250**	**8.250**
Treasury Division				
10015240				
	Financial Analyst	1.000	1.000	1.000
	Revenue Services Representative	1.000	1.000	1.000
	Senior Financial Analyst	1.000	1.000	1.000
	Treasury Manager	1.000	1.000	1.000
Treasury Division Total		**4.000**	**4.000**	**4.000**
Finance Department Sum		**26.750**	**26.750**	**26.750**

City of Westminster
2012 Proposed Amended Full-Time Equivalent Staffing Summary

Business Unit	Position Title	2011 Authorized	2012 Authorized	2012 Proposed Amended
General Fund				
Fire Department				
Emergency Services Division				
10025260				
	Emergency Services Division Section			
	Administrative Secretary	1.000	1.000	1.000
	Battalion Chief	3.000	3.000	3.000
	Deputy Chief/Administration	1.000	1.000	1.000
	Deputy Chief/Operations	1.000	1.000	1.000
	Fire Captain	6.000	6.000	6.000
	Fire Chief	1.000	1.000	1.000
	Fire Engineer	21.000	21.000	21.000
	Fire Lieutenant	15.000	15.000	15.000
	Fire Lieutenant - Field Training Officer	1.000	1.000	1.000
	Fire Lieutenant - Technical Services Coordinator	1.000	1.000	1.000
	Fire Training Coordinator	1.000	1.000	1.000
	Firefighter I/II	39.000	39.000	39.000
	Secretary	2.500	2.500	2.500
	Emergency Services Division Section Sum	**93.500**	**93.500**	**93.500**
100252600546				
	EMS Section			
	EMS Coordinator	1.000	1.000	1.000
	EMS Field Coordinator	2.000	2.000	2.000
	Fire Paramedic	33.000	33.000	33.000
	EMS Section Sum	**36.000**	**36.000**	**36.000**
Emergency Services Division Total		**129.500**	**129.500**	**129.500**
Fire Prevention Division				
100252600547				
	Fire Prevention Division Section			
	Emergency Management Coordinator	0.800	0.800	0.800
	Fire Lieutenant/Fire Investigator	1.000	1.000	1.000
	Fire Marshal	1.000	1.000	1.000
	Fire Plans Examiner/Inspector	1.000	1.000	1.000
	Public Information Specialist	2.000	2.000	2.000
Fire Prevention Division Total		**5.800**	**5.800**	**5.800**
Fire Department Sum		**135.300**	**135.300**	**135.300**

City of Westminster
2012 Proposed Amended Full-Time Equivalent Staffing Summary

Business Unit	Position Title	2011 Authorized	2012 Authorized	2012 Proposed Amended
General Fund				
General Services Department				
Administration Division				
10012050				
	Administration Division Section			
	Administrative Secretary	1.000	1.000	1.000
	Deputy City Manager	*1.000*	*1.000*	*0.000*
	General Services Director	*0.000*	*0.000*	1.000
	Human Resources Analyst/HRIS	*0.000*	*0.000*	1.000
	Senior Projects Officer	*0.000*	*0.000*	1.000
	Administration Division Section Sum	**2.000**	**2.000**	**4.000**
100120500015				
	Volunteer Programs Section			
	Volunteer Coordinator	1.000	1.000	1.000
	Volunteer Programs Section Sum	**1.000**	**1.000**	**1.000**
100120500552				
	Environmental Services Division Section			
	Environmental Analyst	*1.000*	*1.000*	*0.000*
	Environmental and Administrative Services Officer	*1.000*	*1.000*	*0.000*
	Environmental Services Division Section Sum	***2.000***	***2.000***	***0.000***
Administration Division Total		**5.000**	**5.000**	**5.000**
Building Operations & Maintenance Division				
10012390				
	Carpenter	1.000	1.000	1.000
	Custodian	1.000	1.000	1.000
	Electromechanic Specialist	2.000	2.000	2.000
	Facilities Manager	1.000	1.000	1.000
	Foreman	1.000	1.000	1.000
	HVAC Specialist	1.000	2.000	2.000
	HVAC Technician	1.000	0.000	0.000
	Maintenanceworker/Senior Maintenanceworker	3.500	3.500	3.500
	Secretary	0.500	0.500	0.500
Building Operations & Maintenance Division Total		**12.000**	**12.000**	**12.000**
City Clerk's Office				
10012070				
	City Clerk's Office Division Section			
	City Clerk	1.000	1.000	1.000
	Deputy City Clerk	1.000	1.000	1.000
	Messenger	0.500	0.500	0.500
	Secretary	0.500	0.500	0.500
	Switchboard Operator	1.116	1.116	1.116
	City Clerk's Office Division Section Sum	**4.116**	**4.116**	**4.116**
100120700135				
	Print Shop			
	Press Operator Assistant	1.000	1.000	1.000
	Print Shop Coordinator	1.000	1.000	1.000
	Print Shop Sum	**2.000**	**2.000**	**2.000**
City Clerk's Office Total		**6.116**	**6.116**	**6.116**

City of Westminster
2012 Proposed Amended Full-Time Equivalent Staffing Summary

Business Unit	Position Title	2011 Authorized	2012 Authorized	2012 Proposed Amended
General Fund				
Human Resources Division				
10012060				
	Employee Development and Benefits Division Section			
	Manager of Employee Development and Benefits Section	*0.000*	*0.000*	1.000
	Employee Develoment and Benefits Division Section Sum	***0.000***	***0.000***	**1.000**
100120600544				
	Wellness Section			
	Recreation Specialist - Wellness	1.000	1.000	1.000
	Wellness Section Sum	**1.000**	**1.000**	**1.000**
100120600612				
	Training Section			
	Employee Development Analyst	1.000	1.000	1.000
	Training Section Sum	**1.000**	**1.000**	**1.000**
	Employee Development and Benefits Division Section Total	**2.000**	**2.000**	**3.000**
	Workforce Planning and Compensation Division Section			
	(I) Secretary	1.000	1.000	1.000
	Human Resources Administrator	*2.000*	*2.000*	*0.000*
	Human Resources Analyst/HRIS	*1.000*	*1.000*	*0.000*
	Human Resources Analyst/Senior Human Resources Analyst	3.000	3.000	3.000
	Human Resources Manager	1.000	1.000	1.000
	Human Resources Technician	2.000	2.000	2.000
	Manager of Workforce Planning and Compensation	*0.000*	*0.000*	1.000
	Secretary	1.050	1.050	1.050
	Workforce Planning and Compensation Division Section Sum	**11.050**	**11.050**	**9.050**
100120600911				
	Public Safety			
	Human Resources Analyst/Recruitment	1.000	1.000	1.000
	Public Safety Sum	**1.000**	**1.000**	**1.000**
	Workforce Planning and Compensation Division Section Total	**12.050**	**12.050**	**10.050**
100120500552				
	Risk Management Division Section			
	Environmental Analyst	*0.000*	*0.000*	1.000
	Risk Management Division Section Sum	***0.000***	***0.000***	**1.000**
Human Resources Division Total		**14.050**	**14.050**	**14.050**

City of Westminster
2012 Proposed Amended Full-Time Equivalent Staffing Summary

Business Unit	Position Title	2011 Authorized	2012 Authorized	2012 Proposed Amended
General Fund				
Municipal Court				
10012130				
	Municipal Court Section			
	Associate Judge	0.800	0.800	0.800
	Collections Supervisor	1.000	1.000	1.000
	Court Administrator	1.000	1.000	1.000
	Deputy Court Administrator	1.000	1.000	1.000
	Deputy Court Clerk	10.300	10.300	10.300
	Municipal Judge	1.000	1.000	1.000
	Municipal Court Section Sum	**15.100**	**15.100**	**15.100**
100121300130				
	Probation Section			
	Deputy Court Clerk	1.000	1.000	1.000
	Probation Officer	1.500	1.500	1.500
	Probation Supervisor	1.000	1.000	1.000
	Probation Section Sum	**3.500**	**3.500**	**3.500**
100121300911				
	Probation - Public Safety			
	Probation Officer	0.500	0.500	0.500
	Probation - Public Safety Sum	0.500	0.500	0.500
	Municipal Court - Public Safety			
	Deputy Court Clerk	1.500	1.500	1.500
	Municipal Court - Public Safety Sum	**1.500**	**1.500**	**1.500**
Municipal Court Total		**20.600**	**20.600**	**20.600**
General Services Department Sum		**57.766**	**57.766**	**57.766**

City of Westminster
2012 Proposed Amended Full-Time Equivalent Staffing Summary

Business Unit	Position Title	2011 Authorized	2012 Authorized	2012 Proposed Amended
General Fund				
Parks, Recreation and Libraries Department				
Administration Division				
10050050				
	Administrative Coordinator	1.000	1.000	1.000
	Applications Specialist	1.000	1.000	1.000
	Management Assistant	1.200	1.200	1.200
	Parks, Recreation and Libraries Director	1.000	1.000	1.000
	Regional Parks and Golf Manager	1.000	1.000	1.000
	Secretary	3.000	3.000	3.000
Administration Division Total		**8.200**	**8.200**	**8.200**
Library Services Division				
10050620				
	Librarian I	6.100	6.100	6.100
	Librarian II	2.000	2.000	2.000
	Library Associate I/II	7.700	7.700	7.700
	Library Clerk I/II	9.250	9.250	9.250
	Library Network Specialist	1.000	1.000	1.000
	Library Services Coordinator	5.000	5.000	5.000
	Library Services Manager	1.000	1.000	1.000
	Library Shelver	5.225	5.225	5.225
	Library Specialist	1.000	1.000	1.000
	Library Supervisor	1.000	1.000	1.000
	Secretary	1.000	1.000	1.000
Library Services Division Total		**40.275**	**40.275**	**40.275**
Recreation Facilities Division				
10050720				
	Recreation Facilities Division Section			
	Recreation Services Manager	0.500	0.500	0.500
	Recreation Facilities Division Section Sum	**0.500**	**0.500**	**0.500**
100507200505				
	Fitness Section			
	Recreation Program Assistant	0.500	0.500	0.500
	Recreation Specialist	1.000	1.000	1.000
	Fitness Section Sum	**1.500**	**1.500**	**1.500**
100507200860				
	City Park Recreation Center			
	Assistant Pool Manager	2.000	2.000	2.000
	Assistant Recreation Supervisor	1.000	1.000	1.000
	Custodian	1.500	1.500	1.500
	Facility Assistant	2.500	2.500	2.500
	Guest Relations Clerk I/II	6.400	6.400	6.400
	Lead Lifeguard	3.900	3.900	3.900
	Recreation Specialist	1.000	1.000	1.000
	Recreation Supervisor - City Park	1.000	1.000	1.000
	City Park Recreation Center Sum	**19.300**	**19.300**	**19.300**

City of Westminster
2012 Proposed Amended Full-Time Equivalent Staffing Summary

Business Unit	Position Title	2011 Authorized	2012 Authorized	2012 Proposed Amended
General Fund				
100507200861				
	City Park Fitness Center			
	Custodian	1.000	1.000	1.000
	Facility Assistant	1.500	1.500	1.500
	Guest Relations Clerk I/II	4.300	4.300	4.300
	Recreation Aide	0.500	0.500	0.500
	City Park Fitness Center Sum	**7.300**	**7.300**	**7.300**
100507200963				
	Swim and Fitness Center			
	Assistant Pool Manager	2.000	2.000	2.000
	Facility Assistant	1.600	1.600	1.600
	Guest Relations Clerk I/II	3.500	3.500	3.500
	Lead Lifeguard	3.900	3.900	3.900
	Recreation Aide	0.500	0.500	0.500
	Recreation Specialist	1.000	1.000	1.000
	Recreation Supervisor - Swim and Fitness	1.000	1.000	1.000
	Swim and Fitness Center Sum	**13.500**	**13.500**	**13.500**
100507200967				
	West View Recreation Center			
	Custodian	1.000	1.000	1.000
	Facility Assistant	1.800	1.800	1.800
	Guest Relations Clerk I/II	3.900	3.900	3.900
	Recreation Aide	0.500	0.500	0.500
	Recreation Supervisor - West View	1.000	1.000	1.000
	West View Recreation Center Sum	**8.200**	**8.200**	**8.200**
Recreation Facilities Division Total		**50.300**	**50.300**	**50.300**
Recreation Programs Division				
10050760				
	Recreation Programs Division Section			
	Facility Assistant	*0.000*	*0.000*	1.750
	Recreation Program Assistant	1.750	1.750	1.000
	Recreation Services Manager	0.500	0.500	0.500
	Recreation Specialist	5.000	5.000	4.000
	Recreation Supervisor - Sports	*0.000*	*0.000*	1.000
	Sports Facilities/Program Coordinator	*1.000*	*1.000*	*0.000*
	Recreation Programs Division Section Sum	**8.250**	**8.250**	**8.250**
100507600017				
	The MAC			
	(I) Facility Assistant	0.500	0.500	0.500
	(I) Guest Relations Clerk I/II	0.900	0.900	0.900
	(I) Recreation Aide	0.600	0.600	0.600
	Facility Assistant	0.500	0.500	0.500
	Guest Relations Clerk I/II	1.000	1.000	1.000
	Recreation Specialist	1.000	1.000	1.000
	Recreation Supervisor - The MAC	1.000	1.000	1.000
	The MAC Sum	**5.500**	**5.500**	**5.500**

City of Westminster
2012 Proposed Amended Full-Time Equivalent Staffing Summary

Business Unit	Position Title	2011 Authorized	2012 Authorized	2012 Proposed Amended
General Fund				
100507600035				
	Westminster Sports Center			
	Facility Assistant	*0.000*	*0.000*	0.250
	Recreation Program Assistant	0.750	0.750	0.500
	Westminster Sports Center Sum	**0.750**	**0.750**	**0.750**
100507600532				
	Arts Program Section			
	Recreation Program Assistant	0.500	0.500	0.500
	Arts Program Section Sum	**0.500**	**0.500**	**0.500**
Recreation Programs Division Total		**15.000**	**15.000**	**15.000**
Park Services Division				
10050550				
	Park Services Section			
	Crewleader	3.000	3.000	3.000
	Equipment Mechanic	2.000	2.000	2.000
	Foreman	2.000	2.000	2.000
	Park Services Manager	1.000	1.000	1.000
	Parks Specialist	3.000	3.000	3.000
	Parksworker I/II	5.000	5.000	5.000
	Park Services Section Sum	**16.000**	**16.000**	**16.000**
10050690				
	Design/Development Section			
	Equipment Operator II	2.000	2.000	2.000
	Landscape Architect I/II	0.800	0.800	0.800
	Park Supervisor	1.000	1.000	1.000
	Parks Specialist	1.000	1.000	1.000
	Design/Development Section Sum	**4.800**	**4.800**	**4.800**
Park Services Division Total		**20.800**	**20.800**	**20.800**
Regional Parks and Golf Division				
10050660				
	Lake Operations Coordinator	1.000	1.000	1.000
	Park Ranger	2.000	2.000	2.000
	Senior Park Ranger	1.000	1.000	1.000
Regional Parks and Golf Division Total		**4.000**	**4.000**	**4.000**
Parks, Recreation and Libraries Department Sum		**138.575**	**138.575**	**138.575**

City of Westminster
2012 Proposed Amended Full-Time Equivalent Staffing Summary

Business Unit	Position Title	2011 Authorized	2012 Authorized	2012 Proposed Amended
General Fund				
Police Department				
Administration Division				
10020050				
	Administrative Coordinator	1.000	1.000	1.000
	Police Chief	1.000	1.000	1.000
	Senior Management Analyst	1.000	1.000	1.000
Administration Division Total		**3.000**	**3.000**	**3.000**
Police Patrol Services Division				
10020500				
	Administration Section			
	Deputy Police Chief	1.000	1.000	1.000
	Equipment Services Assistant	1.000	1.000	1.000
	Police Commander	1.000	1.000	1.000
	Police Officer/Senior Police Officer	6.000	6.000	6.000
	Secretary	0.800	0.800	0.800
	Administration Section Sum	**9.800**	**9.800**	**9.800**
100205000348				
	Traffic Section			
	Crime Analyst	0.000	1.000	1.000
	Police Commander	1.000	1.000	1.000
	Police Officer/Senior Police Officer	15.000	15.000	15.000
	Sergeant	2.000	2.000	2.000
	Traffic Accident Investigator	4.000	4.000	4.000
	Traffic Enforcement Technician	*1.000*	*0.000*	*0.000*
	Traffic Section Sum	**23.000**	**23.000**	**23.000**
100205000349				
	Patrol Section			
	Police Commander	3.000	3.000	3.000
	Police Officer/Senior Police Officer	90.000	90.000	90.000
	Report Specialist	2.000	2.000	2.000
	Sergeant	13.000	13.000	13.000
	Patrol Section Sum	**108.000**	**108.000**	**108.000**
Police Patrol Services Division Total		**140.800**	**140.800**	**140.800**
Police Specialized Services Division				
10020300				
	Administration Section			
	Deputy Police Chief	1.000	1.000	1.000
	Secretary	1.000	1.000	1.000
	Administration Section Sum	**2.000**	**2.000**	**2.000**
100203000341				
	Professional Services Section			
	Police Commander	1.000	1.000	1.000
	Police Officer/Senior Police Officer	7.000	7.000	7.000
	Secretary	0.800	0.800	0.800
	Professional Services Section Sum	**8.800**	**8.800**	**8.800**

City of Westminster
2012 Proposed Amended Full-Time Equivalent Staffing Summary

Business Unit	Position Title	2011 Authorized	2012 Authorized	2012 Proposed Amended
General Fund				
100203000342				
	Neighborhood Services Section			
	Animal Management Officer	3.500	3.500	3.500
	Animal Management Supervisor	1.000	1.000	1.000
	Code Enforcement Officer	5.000	5.000	5.000
	Code Enforcement Supervisor	1.000	1.000	1.000
	Code Enforcement Technician	1.000	1.000	1.000
	Neighborhood Services Specialist	1.000	1.000	1.000
	Neighborhood Services Section Sum	**12.500**	**12.500**	**12.500**
100203000343				
	Records and Property Section			
	Lead Police Records Technician	1.000	1.000	1.000
	Police Commander	1.000	1.000	1.000
	Police Projects Specialist	1.000	1.000	1.000
	Police Records Supervisor	1.000	1.000	1.000
	Police Records Technician	11.000	11.000	11.000
	Property Evidence Technician	3.000	3.000	3.000
	Records and Property Section Sum	**18.000**	**18.000**	**18.000**
100203000344				
	Investigations Section			
	Criminalist/Senior Criminalist	3.000	3.000	3.000
	Police Commander	1.000	1.000	1.000
	Police Officer/Senior Police Officer	31.000	31.000	31.000
	Secretary	1.500	1.500	1.500
	Sergeant	4.000	4.000	4.000
	Victim Advocate	3.000	3.000	3.000
	Victim Services Coordinator	1.000	1.000	1.000
	Investigations Section Sum	**44.500**	**44.500**	**44.500**
100203000345				
	Communications Section			
	Communications Specialist I/II	24.000	23.000	23.000
	Communications Supervisor	3.000	4.000	4.000
	Public Safety Communications Administrator	1.000	1.000	1.000
	Technical Services Coordinator	1.000	1.000	1.000
	Communications Section Sum	**29.000**	**29.000**	**29.000**
Police Specialized Services Division Total		**114.800**	**114.800**	**114.800**
Police Department Sum		**258.600**	**258.600**	**258.600**

City of Westminster
2012 Proposed Amended Full-Time Equivalent Staffing Summary

Business Unit	Position Title	2011 Authorized	2012 Authorized	2012 Proposed Amended
General Fund				
Public Works and Utilities Department				
Street Maintenance Division				
10035450				
	Street Maintenance Division Section			
	Equipment Operator I	4.000	4.000	4.000
	Equipment Operator II	2.000	2.000	2.000
	Foreman	2.000	2.000	2.000
	Maintenanceworker/Senior Maintenanceworker	9.000	9.000	9.000
	Pavement Management Coordinator	1.000	1.000	1.000
	Secretary	1.000	1.000	1.000
	Street Inspector	3.000	3.000	3.000
	Street Operations Manager	1.000	1.000	1.000
	Street Projects Specialist	1.000	1.000	1.000
Street Maintenance Division Total		**24.000**	**24.000**	**24.000**
Public Works and Utilities Department Sum		**24.000**	**24.000**	**24.000**
Westminster Promenade Activities				
Police Department				
100205000106				
	Patrol Promenade			
	Police Officer/Senior Police Officer	4.000	4.000	4.000
	Patrol Promenade Sum	**4.000**	**4.000**	**4.000**
Parks, Recreation and Libraries Department				
100505500106				
	Parks Promenade			
	(I) Parksworker I/II	2.000	2.000	2.000
	Parks Promenade Sum	**2.000**	**2.000**	**2.000**
Westminster Promenade Activities Sum		**6.000**	**6.000**	**6.000**
General Fund Total		**723.291**	**723.291**	**723.491**

City of Westminster
2012 Proposed Amended Full-Time Equivalent Staffing Summary

Business Unit	Position Title	2011 Authorized	2012 Authorized	2012 Proposed Amended
Utility Fund				
Community Development Department				
Engineering Division				
25030380				
	Engineering Division Section			
	Engineer/Senior Engineer	1.500	1.500	1.500
	GIS Technician	1.000	1.000	1.000
Engineering Division Total		**2.500**	**2.500**	**2.500**
Finance Department				
Treasury Division				
20015240				
	Treasury Division Section			
	Revenue Services Representative	3.000	3.000	3.000
	Utility Billing Supervisor	1.000	1.000	1.000
Treasury Division Total		**4.000**	**4.000**	**4.000**
Information Technology Department				
Information Technology				
20060230				
	Information Technology Section			
	Administrative Secretary	1.000	1.000	1.000
	Information Systems Manager	1.000	1.000	1.000
	Information Technology Director	1.000	1.000	1.000
	Internet Software Engineer	2.000	2.000	2.000
	Lead Software Engineer	2.000	2.000	2.000
	Network Administrator	0.600	0.600	0.600
	Network Systems Technician	0.500	0.500	0.500
	Senior Telecommunications Administrator	1.000	1.000	1.000
	Software Engineer I/II	6.000	5.500	5.500
	Software Engineering Manager	1.000	1.000	1.000
	Systems Analyst Supervisor	2.000	2.000	2.000
	Systems Analyst/Senior Systems Analyst	6.700	6.700	6.700
	Information Technology Section Sum	**24.800**	**24.300**	**24.300**
200602300911				
	Public Safety			
	Network Administrator	0.400	0.400	0.400
	Software Engineer I/II	0.300	0.300	0.300
	Systems Analyst/Senior Systems Analyst	0.300	0.300	0.300
	Public Safety Sum	**1.000**	**1.000**	**1.000**
Information Technology Department Sum		**25.800**	**25.300**	**25.300**

City of Westminster
2012 Proposed Amended Full-Time Equivalent Staffing Summary

Business Unit	Position Title	2011 Authorized	2012 Authorized	2012 Proposed Amended
Utility Fund				
Public Works and Utilities Department				
Water Administration Division				
20035050				
	Administrative Secretary	*0.000*	1.000	1.000
	Public Works and Utilities Director	1.000	1.000	1.000
	Secretary	*1.000*	*0.000*	*0.000*
	Senior Management Analyst	1.000	1.000	1.000
Water Administration Division Total		**3.000**	**3.000**	**3.000**
Utilities Operations Division				
20035470				
	Water Field Operations Section			
	(I) Secretary	1.000	1.000	1.000
	Distribution and Collection Superintendant	1.000	1.000	1.000
	Equipment Operator I	2.000	2.000	2.000
	Equipment Operator II	2.000	2.000	2.000
	Foreman	1.000	1.000	1.000
	GIS Specialist	1.000	1.000	1.000
	Maintenance Management System Coordinator	1.000	1.000	1.000
	Maintenanceworker/Senior Maintenanceworker	3.000	3.000	3.000
	Secretary	3.500	3.500	3.500
	Utilities Operations Manager	1.000	1.000	1.000
	Utilities Technician	1.000	1.000	1.000
	Water Field Operations Section Sum	**17.500**	**17.500**	**17.500**
20035490				
	Water Plant Section			
	Control Systems Engineer/Senior Engineer	0.500	0.500	0.500
	Control Systems Specialist	0.500	0.500	0.500
	Electromechanic Specialist	1.000	1.000	1.000
	Lead Plant Operator	1.000	1.000	1.000
	Maintenanceworker/Senior Maintenanceworker	2.000	2.000	2.000
	Plant Operator Trainee/Plant Operator IV	8.000	8.000	8.000
	Plant Superintendent	1.000	1.000	1.000
	Utilities Technician	2.000	2.000	2.000
	Water Plant Section Sum	**16.000**	**16.000**	**16.000**
21035470				
	Wastewater Field Operations Section			
	Foreman	1.000	1.000	1.000
	Utilities Specialist	1.000	0.000	0.000
	Utilities Systems Specialist	0.000	1.000	1.000
	Utilities Technician	3.000	3.000	3.000
	Wastewater Field Operations Section Sum	**5.000**	**5.000**	**5.000**

City of Westminster
2012 Proposed Amended Full-Time Equivalent Staffing Summary

Business Unit	Position Title	2011 Authorized	2012 Authorized	2012 Proposed Amended
Utility Fund				
21035490				
	Wastewater Plant Section			
	Control Systems Engineer/Senior Engineer	0.500	0.500	0.500
	Control Systems Specialist	0.500	0.500	0.500
	Electromechanic Specialist	1.000	1.000	1.000
	Lead Plant Operator	1.000	1.000	1.000
	Maintenanceworker/Senior Maintenanceworker	1.000	1.000	1.000
	Plant Operator Trainee/Plant Operator IV	8.000	9.000	9.000
	Plant Superintendent	1.000	1.000	1.000
	Wastewater Plant Section Sum	**13.000**	**14.000**	**14.000**
200354700402				
	Meter Shop Section			
	Maintenanceworker/Senior Maintenanceworker	1.000	1.000	1.000
	Utilities Systems Specialist	1.000	1.000	1.000
	Utilities Technician	3.000	3.000	3.000
	Meter Shop Section Sum	**5.000**	**5.000**	**5.000**
200354700497				
	Water Field Ops/Water Line Replacement			
	Equipment Operator I	2.000	2.000	2.000
	Equipment Operator II	2.000	2.000	2.000
	Foreman	1.000	1.000	1.000
	Maintenanceworker/Senior Maintenanceworker	6.000	6.000	6.000
	Water Field Ops/Water Line Replacement Sum	**11.000**	**11.000**	**11.000**
2.00355E+11				
	PWU Water Plants/Reclaimed			
	Maintenanceworker/Senior Maintenanceworker	1.000	1.000	1.000
	PWU Water Plants/Reclaimed Sum	1.000	1.000	1.000
210354900401				
	Biosolids			
	Equipment Operator II	3.000	3.000	3.000
	Biosolids Sum	**3.000**	**3.000**	**3.000**
Utilities Operations Division Total		**71.500**	**72.500**	**72.500**
Utilities Planning and Engineering Division				
20035430				
	PW&U Engineering Section			
	(I) Engineer/Senior Engineer	1.000	1.000	1.000
	Engineer/Senior Engineer	4.000	4.000	4.000
	Records Management Technician	*0.000*	*1.000*	1.000
	Senior Projects Engineer	1.000	1.000	1.000
	Utilities Systems Specialist	*1.000*	*0.000*	*0.000*
	PW&U Engineering Section Sum	**7.000**	**7.000**	**7.000**

City of Westminster
2012 Proposed Amended Full-Time Equivalent Staffing Summary

Business Unit	Position Title	2011 Authorized	2012 Authorized	2012 Proposed Amended
Utility Fund				
20035480				
	Water Resources Section			
	(I) Water Resources Analyst	1.000	1.000	1.000
	Engineer/Senior Engineer	2.000	2.000	2.000
	Management Analyst	1.000	1.000	1.000
	Reclaimed System Analyst	1.000	1.000	1.000
	Reclaimed Water System Coordinator	1.000	1.000	1.000
	Secretary	1.000	1.000	1.000
	Utilities Planning and Engineering Manager	1.000	1.000	1.000
	Water Resources Engineering Coordinator	1.000	1.000	1.000
	Water Resources Technician	1.000	1.000	1.000
	Water Resources Section Sum	**10.000**	**10.000**	**10.000**
200354800943				
	Water Quality Section			
	Chemist	2.000	2.000	2.000
	Laboratory Aide	0.750	0.750	0.750
	Laboratory Analyst	1.000	1.000	1.000
	Water Quality Administrator	1.000	1.000	1.000
	Water Quality Specialist	1.000	1.000	1.000
	Water Quality Section Sum	**5.750**	**5.750**	**5.750**
210354800943				
	Laboratory Services Section			
	Chemist	1.000	1.000	1.000
	Laboratory Analyst	1.000	1.000	1.000
	Laboratory Services Coordinator	1.000	1.000	1.000
	Water Quality Specialist	1.000	1.000	1.000
	Laboratory Services Section Sum	4.000	4.000	4.000
Utilities Planning and Engineering Division Total		**26.750**	**26.750**	**26.750**
Public Works and Utilities Department Sum		**101.25**	**102.25**	**102.25**
Utility Fund Total		**133.55**	**134.05**	**134.05**

City of Westminster
2012 Proposed Amended Full-Time Equivalent Staffing Summary

Business Unit	Position Title	2011 Authorized	2012 Authorized	2012 Proposed Amended
Fleet Maintenance Fund				
General Services Department				
Fleet Division				
30012460				
	Fleet Division Section			
	Applications Specialist	*0.000*	*1.000*	1.000
	Fleet Manager	1.000	1.000	1.000
	Fleet Specialist	*1.000*	*0.000*	*0.000*
	Foreman	1.000	1.000	1.000
	Mechanic I/II	5.000	5.000	5.000
	Secretary	0.500	0.500	0.500
	Fleet Division Section Sum	**8.500**	**8.500**	**8.500**
300124600911				
	Public Safety			
	Fire Mechanic	1.000	1.000	1.000
	Public Safety Sum	**1.000**	**1.000**	**1.000**
Fleet Division Total		**9.500**	**9.500**	**9.500**
Fleet Maintenance Fund Total		**9.500**	**9.500**	**9.500**
Property Liability Fund				
General Services Department				
Human Resources Division				
46010900				
	Risk Management Division Section			
	Risk Manager	*0.000*	*0.000*	1.000
	Risk/Claims Analyst	0.500	0.500	0.500
	Risk Management Division Section Sum	**0.500**	**0.500**	**1.500**
460109000911				
	Risk Management Division Section			
	Risk/Claims Analyst	0.500	0.500	0.500
	Risk Management Division Section Sum	**0.500**	**0.500**	**0.500**
Human Resources Division Total		**1.000**	**1.000**	**2.000**
Administration				
46010900				
	Risk Management Division Section			
	Risk Management Officer	*1.0000*	*1.0000*	*0.0000*
	Risk Management Division Section Sum	***1.0000***	***1.0000***	***0.0000***
Administration Total		***1.0000***	***1.0000***	***0.0000***
Property Liability Fund Total		**2.0000**	**2.0000**	**2.0000**

City of Westminster
2012 Proposed Amended Full-Time Equivalent Staffing Summary

Business Unit	Position Title	2011 Authorized	2012 Authorized	2012 Proposed Amended
Medical/Dental Fund				
General Services Department				
Human Resources Division				
49010900				
	Employee Development and Benefits Division Section			
	Benefits Specialist	1.000	1.000	1.000
	Employee Development and Benefits Division Section Sum	1.000	1.000	1.000
	Employee Development and Benefits Division Section			
	Human Resources Technician	0.500	0.500	0.500
	Employee Development and Benefits Division Section Sum	**0.500**	**0.500**	**0.500**
Human Resources Division Total		**1.500**	**1.500**	**1.500**
Medical/Dental Fund Total		**1.500**	**1.500**	**1.500**
Open Space Fund				
Community Development Department				
Administration				
54010900				
	Open Space			
	Open Space Coordinator	1.000	1.000	1.000
	Open Space Technician	0.500	0.500	0.500
Community Development Department Sum		**1.500**	**1.500**	**1.500**
Parks, Recreation and Libraries Department				
Administration				
54050550				
	Open Space			
	Open Space Volunteer Coordinator	1.000	1.000	1.000
Parks, Recreation and Libraries Department Sum		**1.000**	**1.000**	**1.000**
Open Space Fund Total		**2.500**	**2.500**	**2.500**
Community Development Block Grant Fund				
Community Development Department				
Community Development Admin				
76030350				
	CD Block Grant			
	CDBG Technician	1.000	1.000	1.000
	Community Development Program Coordinator	*0.500*	*0.000*	*0.000*
	Community Development Program Planner	0.000	0.500	0.500
Community Development Block Grant Fund Total		**1.500**	**1.500**	**1.500**

City of Westminster
2012 Proposed Amended Full-Time Equivalent Staffing Summary

Business Unit	Position Title	2011 Authorized	2012 Authorized	2012 Proposed Amended
Golf Course Enterprise Fund				
Parks, Recreation and Libraries Department				
Golf Course Enterprise Fund - Heritage				
23050720				
	Heritage Golf Course Maintenance			
	Assistant Golf Superintendent	1.000	1.000	1.000
	Equipment Mechanic	1.000	1.000	1.000
	Golf Irrigator	1.000	1.000	1.000
	Golf Superintendent	0.500	0.500	0.500
	Golf Worker	1.000	1.000	1.000
	Horticultural Specialist	0.500	0.500	0.500
	Second Assistant Golf Superintendent	1.000	1.000	1.000
	Heritage Golf Course Maintenance Sum	**6.000**	**6.000**	**6.000**
230507200249				
	The Heritage Club House			
	Assistant Golf Professional	1.000	1.000	1.000
	Golf Professional	1.000	1.000	1.000
	Second Assistant Golf Professional	1.000	1.000	1.000
	The Heritage Club House Sum	**3.000**	**3.000**	**3.000**
Golf Course Enterprise Fund - Heritage Total		**9.000**	**9.000**	**9.000**
Golf Course Enterprise Fund - Legacy				
22050720				
	Legacy Ridge Golf Course Maintenance			
	Assistant Golf Superintendent	1.000	1.000	1.000
	Equipment Mechanic	1.000	1.000	1.000
	Golf Irrigator	1.000	1.000	1.000
	Golf Superintendent	0.500	0.500	0.500
	Golf Worker	2.000	2.000	2.000
	Horticultural Specialist	0.500	0.500	0.500
	Second Assistant Golf Superintendent	1.000	1.000	1.000
	Legacy Ridge Golf Course Maintenance Sum	**7.000**	**7.000**	**7.000**
220507200249				
	Legacy Ridge Club House			
	Assistant Golf Professional	1.000	1.000	1.000
	Golf Professional	1.000	1.000	1.000
	Second Assistant Golf Professional	1.000	1.000	1.000
	Legacy Ridge Club House Sum	**3.000**	**3.000**	**3.000**
Golf Course Enterprise Fund - Legacy Total		**10.000**	**10.000**	**10.000**
Golf Course Enterprise Fund Total		**19.000**	**19.000**	**19.000**

City of Westminster
2012 Proposed Amended Full-Time Equivalent Staffing Summary

Business Unit	Position Title	2011 Authorized	2012 Authorized	2012 Proposed Amended
General Capital Improvement Fund				
General Services Department				
Building Operations & Maintenance Division				
80975012942				
	Major Maintenance			
	Energy and Facilities Projects Coordinator	1.000	1.000	1.000
	Major Maintenance Sum	**1.000**	**1.000**	**1.000**
General Services Department Sum		**1.000**	**1.000**	**1.000**
Parks, Recreation and Libraries Department				
Community Enhancement Program				
80175050340				
	Community Enhancement Program Section			
	(I) Landscape Architect I/II	1.000	1.000	1.000
	City Forester	1.000	1.000	1.000
	Crewleader	1.000	1.000	1.000
	Park Supervisor	1.000	1.000	1.000
	Parks Contract Maintenance Specialist	1.000	1.000	1.000
	Parks Specialist	1.000	1.000	1.000
Community Enhancement Program Total		**6.000**	**6.000**	**6.000**
Parks Services				
80175050037				
	Capital Projects			
	Landscape Architect I/II	1.000	1.000	1.000
	Capital Projects Sum	**1.000**	**1.000**	**1.000**
80275050512				
	Capital Projects - Park Maintenance (JCOS)			
	(I) Crewleader	1.000	1.000	1.000
	(I) Parksworker I/II	1.000	1.000	1.000
	Crewleader	2.000	2.000	2.000
	Parks Specialist	2.000	2.000	2.000
	Parksworker I/II	3.000	3.000	3.000
	Capital Projects - Park Maintenance (JCOS) Sum	**9.000**	**9.000**	**9.000**
General Capital Improvement Fund Total		**17.000**	**17.000**	**17.000**
WURP Fund				
City Manager's Office				
Economic Development Division				
80968005952				
	Economic Development Division Section			
	Communication Coordinator	*0.000*	*0.000*	0.500
Economic Development Division Total		*0.000*	*0.000*	0.500
WURP Fund Total		***0.000***	***0.000***	**0.500**
Grand Total		**909.841**	**910.341**	**911.041**

City of Westminster
2012 Proposed Amended Administrative Officer Titles

Grade	Position	Class Code
A1	Accounting Manager	3102
A2	Assistant City Manager	7141
A2	Chief Building Official	3401
A1	City Clerk	2303
A4	City Engineer	3301
A7	Community Development Director	2308
A1	Court Administrator	4401
A4	Deputy Chief/Administration	6102
A4	Deputy Chief/Operations	6130
A8	Deputy City Manager	2313
A5	Deputy Police Chief	6225
A4	Economic Development Manager	7104
A1	Facilities Manager	5101
A7	Finance Director	2304
A7	Fire Chief	6101
A1	Fleet Manager	5201
A5	Human Resources Manager	3701
A7	General Services Director	2314
A7	Information Technology Director	2310
A2	Library Services Manager	3601
A1	Manager of Employee Development and Benefits	3718
A1	Manager of Workforce Planning and Compensation	3719
A2	Park Services Manager	3901
A7	Parks, Recreation and Libraries Director	2307
A4	Planning Manager	3801
A7	Police Chief	6201
A7	Public Works and Utilities Director	2306
A2	Recreation Services Manager	3924
A2	Regional Parks and Golf Manager	3923
A1	Risk Manager	7142
A1	Sales Tax Manager	3101
A2	Street Operations Manager	5501
A1	Treasury Manager	3103
A4	Utilities Operations Manager	5601
A4	Utilities Planning and Engineering Manager	3358

City of Westminster
2012 Proposed Amended Administrative Officer Pay Plan

Grade	Minimum	Maximum
A1	80,870	101,088
A2	86,936	108,670
A3	93,456	116,820
A4	100,465	125,581
A5	108,000	135,000
A6	116,100	145,125
A7	124,808	156,009
A8	134,168	167,710

City of Westminster
2012 Proposed Amended Exempt Position Titles

Grade	Position	Class Code
E6	Accountant	3107
E4	Administrative Coordinator	4602
E3	Administrative Secretary	4603
E7	Assistant City Attorney I	3502
E12	Assistant City Attorney II	3501
E13	Assistant City Engineer	3303
E4	Assistant Golf Professional	3912
E5	Assistant Golf Superintendent	3917
E9	Assistant Prosecuting Attorney	3515
E6	Assistant Recreation Supervisor	3910
E9	Assistant to the City Manager	7107
E13	Associate Judge	2202
E12	Battalion Chief	6129
E11	Capital Projects Coordinator	3335
E4	Collections Supervisor	4405
E9	Communication Coordinator	7139
E6	Community Development Program Planner	3427
E9	Control Systems Engineer	3348
E5	Crime Analyst	6233
E6	Deputy Court Administrator	4403
E11	Distribution and Collection Superintendent	5618
E10	Economic Development Officer	7140
E4	Economic Development Specialist	7115
E10	EMS Coordinator	6127
E10	Emergency Management Coordinator	6116
E6	Employee Development Analyst	7128
E10	Energy and Facilities Projects Coordinator	5114
E7	Engineer	3342
E6	Environmental Analyst	7144
E5	Executive Secretary to the City Manager	4601
E6	Financial Analyst	3109
E10	Fire Captain	6125
E12	Fire Marshal	6124

City of Westminster
2012 Proposed Amended Exempt Position Titles

Grade	Position	Class Code
E10	Fire Training Coordinator	6126
E10	GIS Coordinator	3347
E7	Golf Professional	3911
E9	Golf Superintendent	3918
E5	Human Resources Analyst	3703
E5	Human Resources Analyst/HRIS	3713
E5	Human Resources Analyst/Recruitment	3714
E7	(I) Engineer	3343
E5	(I) Landscape Architect I	5325
E7	(I) Landscape Architect II	5326
E5	(I) Planner I	3811
E6	(I) Planner II	3808
E8	(I) Planner III	3814
E10	(I) Senior Engineer	3344
E8	(I) Water Resources Analyst	3341
E12	Information Systems Manager	3209
E9	Internet Software Engineer	3202
E13	Judge Pro Tem	2203
E7	Lake Operations Coordinator	5302
E5	Landscape Architect I	5329
E7	Landscape Architect II	5328
E5	Landscape Planner	5331
E11	Lead Prosecuting Attorney	3513
E10	Lead Software Engineer	3201
E3	Legal Secretary	3514
E5	Librarian I	3603
E6	Librarian II	3602
E6	Library Network Specialist	4314
E7	Library Services Coordinator	3615
E6	Library Supervisor	3604
E8	Maintenance Management System Coordinator	4315
E5	Management Analyst	7130
E5	Management Assistant	7113
E2	Management Intern II	7119

City of Westminster
2012 Proposed Amended Exempt Position Titles

Grade	Position	Class Code
E9	Network Administrator	3210
E8	Open Space Coordinator	7101
E4	Open Space Volunteer Coordinator	7120
E4	Paralegal	3510
E8	Park Supervisor	5320
E8	Pavement Management Coordinator	5523
E5	Planner I	3804
E6	Planner II	3803
E8	Planner III	3802
E11	Plant Superintendent	3340
E12	Police Commander	6228
E6	Police Projects Specialist	4418
E10	Principal Planner	3816
E6	Probation Supervisor	3504
E9	Public Information Officer	7105
E5	Public Information Specialist	7109
E11	Public Safety Communications Administrator	4105
E6	Purchasing Officer	7132
E6	Reclaimed System Analyst	3350
E8	Reclaimed Water System Coordinator	3355
E4	Recreation Specialist	3908
E4	Recreation Specialist - Wellness	3709
E8	Recreation Supervisor - City Park	3904
E7	Recreation Supervisor - Swim and Fitness	3905
E7	Recreation Supervisor - The MAC	3925
E7	Recreation Supervisor - Sports	3927
E7	Recreation Supervisor - West View	3916
E8	Retirement Administrator	3116
E5	Revenue Agent	3111
E6	Risk/Claims Analyst	3717
E7	Sales Tax Audit Supervisor	3112
E6	Sales Tax Auditor	3108

City of Westminster
2012 Proposed Amended Exempt Position Titles

Grade	Position	Class Code
E10	Senior Engineer	3345
E7	Senior Financial Analyst	3115
E7	Senior Human Resources Analyst	3710
E7	Senior Management Analyst	7131
E9	Senior Projects Coordinator	3806
E13	Senior Projects Engineer	3328
E9	Senior Projects Officer	7143
E6	Senior Public Information Specialist	7127
E6	Senior Systems Analyst	3221
E10	Senior Telecommunications Administrator	7122
E9	Senior Urban Designer	3817
E7	Software Engineer I	3204
E9	Software Engineer II	3203
E12	Software Engineering Manager	3219
E5	Systems Analyst	3220
E9	Systems Analyst Supervisor	3222
E8	Technical Services Coordinator	6227
E6	Transportation Systems Coordinator	3315
E6	Utility Billing Supervisor	3114
E6	Victim Services Coordinator	3503
E4	Volunteer Coordinator	7112
E11	Water Resources Engineering Coordinator	3351
E11	Water Quality Administrator	3339
E8	Water Quality Specialist	3336

City of Westminster
2012 Proposed Amended Exempt Pay Plan

Grade	Minimum	Maximum
E1	38,097	47,621
E2	40,954	51,193
E3	44,026	55,032
E4	47,328	59,160
E5	50,877	63,597
E6	54,693	68,366
E7	58,795	73,494
E8	63,205	79,006
E9	67,945	84,931
E10	73,041	91,301
E11	78,519	98,149
E12	84,408	105,510
E13	90,739	113,423

City of Westminster
2012 Proposed Amended Non-Exempt Position Titles

Grade	Position	Class Code
N13	Accounting Specialist	4513
N12	Accounting Technician	4515
N12	Accounting Technician/Retirement	4516
N11	Animal Management Officer	6229
N14	Animal Management Supervisor	6230
N15	Applications Specialist	4312
N15	Assistant Building Plans Analyst	3422
N8	Assistant Pool Manager	5406
N15	Benefits Specialist	3711
N5	Building Ambassador	5113
N18	Building Inspection Supervisor	3403
N18	Building Plans Analyst	3404
N12	Building Permit Technician	3425
N12	CDBG Technician	3813
N15	Capital Projects Inspector	3418
N13	Carpenter	5103
N16	Chemist	3356
N16	City Forester	5304
N5	Clerk Typist I	4208
N8	Clerk Typist II	4204
N13	Code Enforcement Officer	3410
N15	Code Enforcement Supervisor	3426
N11	Code Enforcement Technician	3419
N11	Communications Specialist I	4104
N13	Communications Specialist II	4103
N16	Communications Supervisor	4102
N15	Control Systems Specialist	5703
N13	Crewleader	5716
N13	Criminalist	6209
N7	Custodian	5111

City of Westminster
2012 Proposed Amended Non-Exempt Position Titles

Grade	Position	Class Code
N14	Deputy City Clerk	4407
N11	Deputy Court Clerk	4412
N15	Electrical Inspector	3406
N15	Electromechanic Specialist	5702
NF17	EMS Field Coordinator	6122
N14	Engineering Construction Inspector	3409
N11	Equipment Mechanic	5711
N12	Equipment Operator I	5717
N13	Equipment Operator II	5718
N9	Equipment Services Assistant	6212
N12	Facility Assistant	5404
NF16	Fire Engineer	6109
NF17	Fire Lieutenant	6108
N17	Fire Lieutenant - Field Training Officer	6131
N17	Fire Lieutenant - Fire Investigator	6121
N17	Fire Lieutenant - Technical Services Coordinator	6120
N14	Fire Mechanic	5723
NF16	Fire Paramedic	6110
N17	Fire Plans Examiner/Inspector	6117
NF12	Firefighter I	6112
NF15	Firefighter II	6111
N16	Foreman	5719
N15	General Building Inspector	3407
N16	GIS Specialist	4308
N12	GIS Technician	4313
N12	Golf Irrigator	3919
N10	Golf Worker	3920
N5	Guest Relations Clerk I	4206
N7	Guest Relations Clerk II	4209
N12	Horticultural Specialist	5319

City of Westminster
2012 Proposed Amended Non-Exempt Position Titles

Grade	Position	Class Code
N15	Housing Inspector	3417
N12	Human Resources Technician	3706
N13	HVAC Specialist	5708
N15	(I) Assistant Building Plans Analyst	3420
N13	(I) Crewleader	5720
N15	(I) Electrical Inspector	3416
N14	(I) Engineering Construction Inspector	3414
N12	(I) Facility Assistant	5415
N15	(I) General Building Inspector	3413
N5	(I) Guest Relations Clerk I	4213
N7	(I) Guest Relations Clerk II	4214
N15	(I) Housing Inspector	3421
N9	(I) Parksworker I	5323
N11	(I) Parksworker II	5324
N6	(I) Recreation Aide	5409
N10	(I) Secretary	4212
N7	Intern	7133
N11	Laboratory Aide	3337
N14	Laboratory Analyst	3319
N16	Laboratory Services Coordinator	3327
N16	Lead Housing Inspector	3424
N4	Lead Lifeguard	5416
N16	Lead Plant Operator	3314
N12	Lead Police Records Technician	4415
N8	Library Associate I	3606
N10	Library Associate II	3609
N6	Library Clerk I	3607
N7	Library Clerk II	3610
N3	Library Shelver	3617
N11	Library Specialist	3616

City of Westminster
2012 Proposed Amended Non-Exempt Position Titles

Grade	Position	Class Code
N9	Maintenanceworker	5511
N11	Management Intern I	7110
N12	Mechanic I	5709
N13	Mechanic II	5707
N8	Messenger	4205
N13	Neighborhood Services Specialist	5521
N14	Network Systems Technician	4316
N13	Official Development Plan Inspector	3408
N13	Open Space Technician	3812
N10	Park Ranger	5330
N9	Parksworker I	5311
N11	Parksworker II	5308
N12	Parks Specialist	5310
N13	Parks Contract Maintenance Specialist	3412
N11	Planning Aide	3815
N13	Planning Technician	3805
N11	Plant Operator I	3324
N12	Plant Operator II	3322
N13	Plant Operator III	3320
N14	Plant Operator IV	3316
N9	Plant Operator Trainee	3346
N14	Police Officer	6207
N11	Police Officer Trainee	6218
N15	Police Records Supervisor	4416
N11	Police Records Technician	4417
N10	Press Operator Assistant	5714
N13	Print Shop Coordinator	5721
N13	Probation Officer	3509
N12	Property Evidence Technician	6226
N12	Records Management Technician	3333

City of Westminster
2012 Proposed Amended Non-Exempt Position Titles

Grade	Position	Class Code
N6	Recreation Aide	5407
N7	Recreation Program Assistant	5405
N12	Report Specialist	6213
N10	Revenue Services Representative	4514
N12	Sales Tax Technician	4504
N12	Second Assistant Golf Professional	3913
N13	Second Assistant Golf Superintendent	3921
N10	Secretary	4202
N16	Senior Criminalist	6205
N11	Senior Maintenanceworker	5510
N13	Senior Park Ranger	5318
N16	Senior Police Officer	6206
N19	Sergeant	6204
N14	Street Inspector	5517
N16	Street Projects Specialist	5524
N7	Switchboard Operator	4207
N14	Traffic Accident Investigator	6215
N13	Traffic Technician	3357
N14	Utilities Specialist	5614
N15	Utilities Systems Specialist	5512
N13	Utilities Technician	5604
N13	Victim Advocate	3506
N13	Water Resources Technician	3334

City of Westminster
2012 Proposed Amended Non-Exempt Pay Plan

Grade	Step	Salary			
		Hourly	Bi-Weekly	Monthly	Annual
N1	1	8.88	710.40	1543.44	18,521.25
	2	9.10	728.17	1582.02	18,984.28
	3	9.33	746.37	1621.57	19,458.89
	4	9.56	765.03	1662.11	19,945.36
	5	9.80	784.15	1703.67	20,444.00
	6	10.05	803.76	1746.26	20,955.10
	7	10.30	823.85	1789.91	21,478.97
	8	10.56	844.45	1834.66	22,015.95
	9	10.82	865.56	1880.53	22,566.35
	10	11.09	887.20	1927.54	23,130.51
	11	11.37	909.38	1975.73	23,708.77
N2	1	9.55	763.69	1659.20	19,910.35
	2	9.78	782.78	1700.68	20,408.10
	3	10.03	802.35	1743.19	20,918.31
	4	10.28	822.41	1786.77	21,441.26
	5	10.54	842.97	1831.44	21,977.30
	6	10.80	864.04	1877.23	22,526.73
	7	11.07	885.64	1924.16	23,089.90
	8	11.35	907.78	1972.26	23,667.14
	9	11.63	930.48	2021.57	24,258.82
	10	11.92	953.74	2072.11	24,865.29
	11	12.22	977.58	2123.91	25,486.93
N3	1	10.26	820.96	1783.64	21,403.62
	2	10.52	841.49	1828.23	21,938.71
	3	10.78	862.52	1873.93	22,487.18
	4	11.05	884.09	1920.78	23,049.36
	5	11.33	906.19	1968.80	23,625.59
	6	11.61	928.84	2018.02	24,216.23
	7	11.90	952.06	2068.47	24,821.64
	8	12.20	975.87	2120.18	25,442.18
	9	12.50	1000.26	2173.19	26,078.23
	10	12.82	1025.27	2227.52	26,730.19
	11	13.14	1050.90	2283.20	27,398.45

City of Westminster
2012 Proposed Amended Non-Exempt Pay Plan

Grade	Step	Salary			
		Hourly	Bi-Weekly	Monthly	Annual
N4	1	11.03	882.53	1917.41	23,008.89
	2	11.31	904.60	1965.34	23,584.12
	3	11.59	927.21	2014.48	24,173.72
	4	11.88	950.39	2064.84	24,778.06
	5	12.18	974.15	2116.46	25,397.51
	6	12.48	998.51	2169.37	26,032.45
	7	12.79	1023.47	2223.61	26,683.26
	8	13.11	1049.06	2279.20	27,350.34
	9	13.44	1075.28	2336.18	28,034.10
	10	13.78	1102.16	2394.58	28,734.95
	11	14.12	1129.72	2454.44	29,453.33
N5	1	11.86	948.72	2061.21	24,734.56
	2	12.16	972.44	2112.74	25,352.92
	3	12.46	996.75	2165.56	25,986.75
	4	12.77	1021.67	2219.70	26,636.42
	5	13.09	1047.21	2275.19	27,302.33
	6	13.42	1073.39	2332.07	27,984.88
	7	13.75	1100.23	2390.38	28,684.51
	8	14.10	1127.73	2450.13	29,401.62
	9	14.45	1155.93	2511.39	30,136.66
	10	14.81	1184.83	2574.17	30,890.08
	11	15.18	1214.45	2638.53	31,662.33
N6	1	12.75	1019.88	2215.80	26,589.65
	2	13.07	1045.38	2271.20	27,254.39
	3	13.39	1071.51	2327.98	27,935.75
	4	13.73	1098.30	2386.18	28,634.15
	5	14.07	1125.75	2445.83	29,350.00
	6	14.42	1153.90	2506.98	30,083.75
	7	14.78	1182.75	2569.65	30,835.84
	8	15.15	1212.31	2633.90	31,606.74
	9	15.53	1242.62	2699.74	32,396.91
	10	15.92	1273.69	2767.24	33,206.83
	11	16.32	1305.53	2836.42	34,037.00

City of Westminster
2012 Proposed Amended Non-Exempt Pay Plan

Grade	Step	Salary			
		Hourly	Bi-Weekly	Monthly	Annual
N7	1	13.70	1096.37	2381.99	28,583.88
	2	14.05	1123.78	2441.54	29,298.47
	3	14.40	1151.87	2502.58	30,030.93
	4	14.76	1180.67	2565.14	30,781.71
	5	15.13	1210.19	2629.27	31,551.25
	6	15.51	1240.44	2695.00	32,340.03
	7	15.89	1271.45	2762.38	33,148.53
	8	16.29	1303.24	2831.44	33,977.25
	9	16.70	1335.82	2902.22	34,826.68
	10	17.12	1369.21	2974.78	35,697.34
	11	17.54	1403.45	3049.15	36,589.78
N8	1	14.73	1178.60	2560.64	30,727.67
	2	15.10	1208.06	2624.65	31,495.86
	3	15.48	1238.26	2690.27	32,283.26
	4	15.87	1269.22	2757.53	33,090.34
	5	16.26	1300.95	2826.47	33,917.59
	6	16.67	1333.47	2897.13	34,765.53
	7	17.09	1366.81	2969.56	35,634.67
	8	17.51	1400.98	3043.79	36,525.54
	9	17.95	1436.01	3119.89	37,438.68
	10	18.40	1471.91	3197.89	38,374.65
	11	18.86	1508.70	3277.83	39,334.01
N9	1	15.84	1266.99	2752.69	33,032.24
	2	16.23	1298.67	2821.50	33,858.05
	3	16.64	1331.13	2892.04	34,704.50
	4	17.06	1364.41	2964.34	35,572.11
	5	17.48	1398.52	3038.45	36,461.41
	6	17.92	1433.48	3114.41	37,372.95
	7	18.37	1469.32	3192.27	38,307.27
	8	18.83	1506.05	3272.08	39,264.96
	9	19.30	1543.71	3353.88	40,246.58
	10	19.78	1582.30	3437.73	41,252.74
	11	20.27	1621.86	3523.67	42,284.06

City of Westminster
2012 Proposed Amended Non-Exempt Pay Plan

Grade	Step	Salary			
		Hourly	Bi-Weekly	Monthly	Annual
N10	1	17.03	1362.02	2959.14	35,509.66
	2	17.45	1396.07	3033.12	36,397.40
	3	17.89	1430.97	3108.94	37,307.34
	4	18.33	1466.74	3186.67	38,240.02
	5	18.79	1503.41	3266.34	39,196.02
	6	19.26	1541.00	3347.99	40,175.92
	7	19.74	1579.52	3431.69	41,180.32
	8	20.24	1619.01	3517.49	42,209.83
	9	20.74	1659.48	3605.42	43,265.07
	10	21.26	1700.97	3695.56	44,346.70
	11	21.79	1743.50	3787.95	45,455.37
N11	1	18.30	1464.17	3181.07	38,172.88
	2	18.76	1500.77	3260.60	39,127.21
	3	19.23	1538.29	3342.12	40,105.39
	4	19.71	1576.75	3425.67	41,108.02
	5	20.20	1616.17	3511.31	42,135.72
	6	20.71	1656.57	3599.09	43,189.12
	7	21.22	1697.98	3689.07	44,268.84
	8	21.76	1740.43	3781.30	45,375.56
	9	22.30	1783.95	3875.83	46,509.95
	10	22.86	1828.54	3972.73	47,672.70
	11	23.43	1874.26	4072.04	48,864.52
NF11	1	13.07	1464.17	3181.07	38,172.88
	2	13.40	1500.77	3260.60	39,127.21
	3	13.73	1538.29	3342.12	40,105.39
	4	14.08	1576.75	3425.67	41,108.02
	5	14.43	1616.17	3511.31	42,135.72
	6	14.79	1656.57	3599.09	43,189.12
	7	15.16	1697.98	3689.07	44,268.84
	8	15.54	1740.43	3781.30	45,375.56
	9	15.93	1783.95	3875.83	46,509.95
	10	16.33	1828.54	3972.73	47,672.70
	11	16.73	1874.26	4072.04	48,864.52

City of Westminster
2012 Proposed Amended Non-Exempt Pay Plan

Grade	Step	Salary			
		Hourly	Bi-Weekly	Monthly	Annual
N12	1	19.67	1573.98	3419.65	41,035.85
	2	20.17	1613.33	3505.15	42,061.75
	3	20.67	1653.66	3592.77	43,113.29
	4	21.19	1695.00	3682.59	44,191.12
	5	21.72	1737.38	3774.66	45,295.90
	6	22.26	1780.81	3869.02	46,428.30
	7	22.82	1825.33	3965.75	47,589.01
	8	23.39	1870.97	4064.89	48,778.73
	9	23.97	1917.74	4166.52	49,998.20
	10	24.57	1965.68	4270.68	51,248.15
	11	25.19	2014.83	4377.45	52,529.36
NF12	1	14.05	1573.98	3419.65	41,035.85
	2	14.40	1613.33	3505.15	42,061.75
	3	14.76	1653.66	3592.77	43,113.29
	4	15.13	1695.00	3682.59	44,191.12
	5	15.51	1737.38	3774.66	45,295.90
	6	15.90	1780.81	3869.02	46,428.30
	7	16.30	1825.33	3965.75	47,589.01
	8	16.71	1870.97	4064.89	48,778.73
	9	17.12	1917.74	4166.52	49,998.20
	10	17.55	1965.68	4270.68	51,248.15
	11	17.99	2014.83	4377.45	52,529.36
N13	1	21.15	1692.03	3676.13	44,113.54
	2	21.68	1734.33	3768.03	45,216.38
	3	22.22	1777.69	3862.23	46,346.79
	4	22.78	1822.13	3958.79	47,505.46
	5	23.35	1867.68	4057.76	48,693.09
	6	23.93	1914.37	4159.20	49,910.42
	7	24.53	1962.23	4263.18	51,158.18
	8	25.14	2011.29	4369.76	52,437.14
	9	25.77	2061.57	4479.01	53,748.06
	10	26.41	2113.11	4590.98	55,091.77
	11	27.07	2165.94	4705.76	56,469.06

City of Westminster
2012 Proposed Amended Non-Exempt Pay Plan

Grade	Step	Salary			
		Hourly	Bi-Weekly	Monthly	Annual
N14	1	22.74	1818.93	3951.84	47,422.06
	2	23.31	1864.40	4050.63	48,607.61
	3	23.89	1911.01	4151.90	49,822.80
	4	24.48	1958.79	4255.70	51,068.37
	5	25.10	2007.76	4362.09	52,345.08
	6	25.72	2057.95	4471.14	53,653.70
	7	26.37	2109.40	4582.92	54,995.05
	8	27.03	2162.14	4697.49	56,369.92
	9	27.70	2216.19	4814.93	57,779.17
	10	28.39	2271.59	4935.30	59,223.65
	11	29.10	2328.38	5058.69	60,704.24
NF14	1	16.24	1818.93	3951.84	47,422.06
	2	16.65	1864.40	4050.63	48,607.61
	3	17.06	1911.01	4151.90	49,822.80
	4	17.49	1958.79	4255.70	51,068.37
	5	17.93	2007.76	4362.09	52,345.08
	6	18.37	2057.95	4471.14	53,653.70
	7	18.83	2109.40	4582.92	54,995.05
	8	19.30	2162.14	4697.49	56,369.92
	9	19.79	2216.19	4814.93	57,779.17
	10	20.28	2271.59	4935.30	59,223.65
	11	20.79	2328.38	5058.69	60,704.24
N15	1	24.44	1955.35	4248.23	50,978.71
	2	25.05	2004.23	4354.43	52,253.18
	3	25.68	2054.34	4463.29	53,559.51
	4	26.32	2105.70	4574.87	54,898.49
	5	26.98	2158.34	4689.25	56,270.96
	6	27.65	2212.30	4806.48	57,677.73
	7	28.35	2267.61	4926.64	59,119.67
	8	29.05	2324.30	5049.81	60,597.67
	9	29.78	2382.40	5176.05	62,112.61
	10	30.52	2441.96	5305.45	63,665.42
	11	31.29	2503.01	5438.09	65,257.06

City of Westminster
2012 Proposed Amended Non-Exempt Pay Plan

Grade	Step	Salary			
		Hourly	Bi-Weekly	Monthly	Annual
NF15	1	17.46	1955.35	4248.23	50,978.71
	2	17.89	2004.23	4354.43	52,253.18
	3	18.34	2054.34	4463.29	53,559.51
	4	18.80	2105.70	4574.87	54,898.49
	5	19.27	2158.34	4689.25	56,270.96
	6	19.75	2212.30	4806.48	57,677.73
	7	20.25	2267.61	4926.64	59,119.67
	8	20.75	2324.30	5049.81	60,597.67
	9	21.27	2382.40	5176.05	62,112.61
	10	21.80	2441.96	5305.45	63,665.42
	11	22.35	2503.01	5438.09	65,257.06
N16	1	26.28	2102.00	4566.84	54,802.11
	2	26.93	2154.55	4681.01	56,172.17
	3	27.61	2208.41	4798.04	57,576.47
	4	28.30	2263.63	4917.99	59,015.88
	5	29.00	2320.22	5040.94	60,491.28
	6	29.73	2378.22	5166.96	62,003.56
	7	30.47	2437.68	5296.14	63,553.65
	8	31.23	2498.62	5428.54	65,142.49
	9	32.01	2561.08	5564.25	66,771.05
	10	32.81	2625.11	5703.36	68,440.33
	11	33.63	2690.74	5845.94	70,151.34
NF16	1	18.77	2102.00	4566.84	54,802.11
	2	19.24	2154.55	4681.01	56,172.17
	3	19.72	2208.41	4798.04	57,576.47
	4	20.21	2263.63	4917.99	59,015.88
	5	20.72	2320.22	5040.94	60,491.28
	6	21.23	2378.22	5166.96	62,003.56
	7	21.76	2437.68	5296.14	63,553.65
	8	22.31	2498.62	5428.54	65,142.49
	9	22.87	2561.08	5564.25	66,771.05
	10	23.44	2625.11	5703.36	68,440.33
	11	24.02	2690.74	5845.94	70,151.34

City of Westminster
2012 Proposed Amended Non-Exempt Pay Plan

Grade	Step	Salary			
		Hourly	Bi-Weekly	Monthly	Annual
N17	1	28.25	2259.65	4909.36	58,912.27
	2	28.95	2316.14	5032.09	60,385.08
	3	29.68	2374.05	5157.89	61,894.70
	4	30.42	2433.40	5286.84	63,442.07
	5	31.18	2494.23	5419.01	65,028.12
	6	31.96	2556.59	5554.49	66,653.83
	7	32.76	2620.50	5693.35	68,320.17
	8	33.58	2686.02	5835.68	70,028.18
	9	34.41	2753.17	5981.57	71,778.88
	10	35.27	2821.99	6131.11	73,573.35
	11	36.16	2892.54	6284.39	75,412.69
NF17	1	20.18	2259.65	4909.36	58,912.27
	2	20.68	2316.14	5032.09	60,385.08
	3	21.20	2374.05	5157.89	61,894.70
	4	21.73	2433.40	5286.84	63,442.07
	5	22.27	2494.23	5419.01	65,028.12
	6	22.83	2556.59	5554.49	66,653.83
	7	23.40	2620.50	5693.35	68,320.17
	8	23.98	2686.02	5835.68	70,028.18
	9	24.58	2753.17	5981.57	71,778.88
	10	25.20	2821.99	6131.11	73,573.35
	11	25.83	2892.54	6284.39	75,412.69
N18	1	30.36	2429.13	5277.56	63,330.69
	2	31.12	2489.85	5409.50	64,913.96
	3	31.90	2552.10	5544.73	66,536.81
	4	32.70	2615.90	5683.35	68,200.23
	5	33.52	2681.30	5825.44	69,905.23
	6	34.35	2748.33	5971.07	71,652.86
	7	35.21	2817.04	6120.35	73,444.19
	8	36.09	2887.47	6273.36	75,280.29
	9	37.00	2959.65	6430.19	77,162.30
	10	37.92	3033.64	6590.95	79,091.36
	11	38.87	3109.49	6755.72	81,068.64

City of Westminster
2012 Proposed Amended Non-Exempt Pay Plan

Grade	Step	Salary			
		Hourly	Bi-Weekly	Monthly	Annual
NF18	1	21.69	2429.13	5277.56	63,330.69
	2	22.23	2489.85	5409.50	64,913.96
	3	22.79	2552.10	5544.73	66,536.81
	4	23.36	2615.90	5683.35	68,200.23
	5	23.94	2681.30	5825.44	69,905.23
	6	24.54	2748.33	5971.07	71,652.86
	7	25.15	2817.04	6120.35	73,444.19
	8	25.78	2887.47	6273.36	75,280.29
	9	26.43	2959.65	6430.19	77,162.30
	10	27.09	3033.64	6590.95	79,091.36
	11	27.76	3109.49	6755.72	81,068.64
N19	1	32.64	2611.31	5673.37	68,080.49
	2	33.46	2676.59	5815.21	69,782.51
	3	34.29	2743.51	5960.59	71,527.07
	4	35.15	2812.09	6109.60	73,315.24
	5	36.03	2882.40	6262.34	75,148.13
	6	36.93	2954.46	6418.90	77,026.83
	7	37.85	3028.32	6579.37	78,952.50
	8	38.80	3104.03	6743.86	80,926.31
	9	39.77	3181.63	6912.46	82,949.47
	10	40.76	3261.17	7085.27	85,023.21
	11	41.78	3342.70	7262.40	87,148.79

City of Westminster
2012 Proposed Amended Seasonal Pay Plan

Seasonal Pay Plan					
Class Code	**Grade**	**Position**	**1st Year**	**2nd Year**	**3rd Year**
9011	S2	Assistant Supervisor	10.26	10.77	11.31
9002	S5	Gate Attendant	7.64	8.02	8.42
9012	S6	Golf Course Attendant	7.64	7.65	8.03
9015	S6	Golf Course Starter	7.64	7.65	8.03
9020	S7	Laboratory Aide	7.87	8.26	8.67
9006	S8	Outdoor Lifeguard	8.81	9.45	10.13
9005	S9	Outdoor Pool Manager	10.45	10.97	11.50
9017	S16	Retail Shop Clerk	8.05	8.45	8.88
9019	S1	Seasonal Assistant Golf Professional	9.53	10.02	10.51
9008	S17	Seasonal Laborer	8.63	9.06	9.52
9004	S10	Seasonal Park Ranger	10.78	11.32	11.89
9003	S18	Seasonal Specialist	10.01	10.51	11.03
9001	S19	Seasonal Supervisor	11.06	11.62	12.20
9010	S5	Student Trainee	7.64	8.02	8.42
9026	S12	Summer Camp Aide	9.25	9.71	10.20
9027	S13	Summer Camp Leader	10.45	10.97	11.50
9028	S14	Summer Camp Supervisor	12.68	13.32	14.00

**Progression through the pay range is based on administrative policy relating to length of service and job performance.*

Golf Instructor Pay Plan				
Class Code	**Grade**	**Position**	**Step 1**	**Step 2**
9061	G1	Golf Instructor Grade 1	20.00	25.00
9062	G2	Golf Instructor Grade 2	45.00	50.00
9063	G3	Golf Instructor Grade 3	55.00	60.00
9064	G4	Golf Instructor Grade 4	65.00	70.00

Emergency Relief Pay Plan				
Class Code	**Grade**	**Position**	**Entry**	**Max**
9025	E1	Emergency Worker	Min. Wage	200.00

****Emergency Relief Pay Plan to be enacted only during a City of Westminster state of emergency****

City of Westminster
2012 Proposed Amended Hourly (Non-benefited) Pay Plan

Class Code	Grade	Position	Step 1	Step 2	Step 3
9101	H19	After Hours Facility Supervisor	19.24	20.63	22.12
9102	H13	After School Program Coordinator	13.67	14.66	15.72
9103	H6	Arts Instructor I	9.25	9.92	10.64
9104	H11	Arts Instructor II	12.40	13.30	14.26
9105	H5	Assistant Sport Coach	8.81	9.45	10.13
9106	H13	Bus Driver	13.67	14.66	15.72
9107	H2	Child Care Attendant	7.64	7.78	8.34
9108	H6	Child/Teen Activities Instructor I	9.25	9.92	10.64
9109	H10	Child/Teen Activities Instructor II	11.81	12.67	13.58
9110	H6	Climbing Wall Attendant	9.25	9.92	10.64
9111	H9	Climbing Wall Instructor	11.25	12.06	12.93
9112	H13	Dance Instructor	13.67	14.66	15.72
9113	H17	Dance Program Director	17.45	18.71	20.07
9114	H21	Dietitian	27.07	29.03	31.13
9115	H6	Dog Obedience Instructor	9.25	9.92	10.64
9116	H6	Field Trip Chaperone	9.25	9.92	10.64
9117	H15	Fitness Instructor I	15.07	16.16	17.33
9118	H16	Fitness Instructor II	15.83	16.97	18.20
9158	H6	Gym Monitor	9.25	9.92	10.64
9119	H5	Lifeguard (Hourly)	8.81	9.45	10.13
9120	H6	Martial Arts Instructor I	9.25	9.92	10.64
9121	H9	Martial Arts Instructor II	11.25	12.06	12.93
9122	H21	Massage Therapist	27.07	29.03	31.13
9123	H11	Outdoor Program Coordinator	12.40	13.30	14.26
9157	H9	Park Ranger (Hourly)	11.25	12.06	12.93
9124	H18	Personal Trainer	18.32	19.65	21.07
9125	H20	Pilates Instructor	25.78	27.65	29.65
9126	H21	Pilates Reformer Trainer	27.07	29.03	31.13
9127	H5	Preschool Program Aide	8.81	9.45	10.13

City of Westminster
2012 Proposed Amended Hourly (Non-benefited) Pay Plan

Class Code	Grade	Position	Step 1	Step 2	Step 3
9128	H12	Preschool Program Director (Licensed-Large)	13.02	13.96	14.97
9129	H11	Preschool Program Director (Licensed-Small)	12.40	13.30	14.26
9130	H8	Preschool Program Leader	10.20	10.94	11.73
9131	H16	Private Swim Lesson Instructor	15.83	16.97	18.20
9132	H3	Program Aide	7.64	8.16	8.75
9133	H3	Program Aide Aquatics	7.64	8.16	8.75
9134	H3	Program Aide Art Studio	7.64	8.16	8.75
9135	H3	Program Aide Child/Teen Activities	7.64	8.16	8.75
9136	H3	Program Aide Child/Teen Field Trips	7.64	8.16	8.75
9137	H3	Program Aide Dance	7.64	8.16	8.75
9138	H3	Program Aide Senior Trips	7.64	8.16	8.75
9139	H3	Program Aide Special Events	7.64	8.16	8.75
9140	H11	Program Coordinator	12.40	13.30	14.26
9141	H6	Program Instructor I	9.25	9.92	10.64
9142	H9	Program Instructor II	11.25	12.06	12.93
9143	H12	Safety Certification Instructor	13.02	13.96	14.97
9144	H2	Scorekeeper	7.64	7.78	8.34
9145	H18	Sign Language Interpreter	18.32	19.65	21.07
9146	H11	Sport Coach	12.40	13.30	14.26
9147	H17	Sport Official (Adult)	17.45	18.71	20.07
9148	H8	Sport Referee I (Youth)	10.20	10.94	11.73
9149	H15	Sport Referee II (Youth)	15.07	16.16	17.33
9150	H9	Sport Supervisor	11.25	12.06	12.93
9159	H4	Swimming Lesson Instructor	8.39	9.00	9.65
9151	H7	Tot Activities Instructor (Non-licensed)	9.72	10.42	11.17
9152	H11	Tournament Director	12.40	13.30	14.26
9153	H4	Van Driver	8.39	9.00	9.65
9154	H9	Water Fitness Instructor I	11.25	12.06	12.93
9155	H13	Water Fitness Instructor II	13.67	14.66	15.72
9156	H20	Yoga Instructor	25.78	27.65	29.65

2012
Proposed Amended Change Sheet
(sorted by fund)

Attachment B

Pay Plan	Fund	Dept.	Div.	Original Business Unit	Classification	Current Grade	FTE	Changes	New Grade	Justification	Ending BU (if changes made to BU)
Administrative	General	CMO	City Manager's Office Section	10005050	Assistant City Manager	A8	1.00	Title change to Deputy City Manager; no change to grade	A8	Dept Request	10005050
Administrative	General	CMO	City Manager's Office Section	10005050	Budget and Special Projects Manager	A2	1.00	Title change to Assistant City Manager; no change to grade	A2	Dept Request	10005050
Exempt	General	CMO	City Manager's Office Section	10005050	Management Analyst	E5	1.00	Reclassify and upgrade (15.56%) with Title change to Assistant to the City Manager; add classification to pay plan	E9	Dept Request	10005050
Exempt	General	CMO	Public Information Section	100050500387	Communication Coordinator	E9	0.80	Title change to Public Information Officer; no change to grade	E9	Dept Re-Org	100050500387
Exempt	General	CMO	Public Information Section	100050500387			1.00	Add classification of Senior Public Information Specialist at E6	E6	Dept Re-Org	100050500387
Exempt	General	CMO	Economic Development Division	10005340	Business Development Coordinator	E8	1.00	Reclassify, Upgrade to E10 (15.56%) and Title change to Economic Development Officer; add classification to pay plan	E10	Dept Request	10005340
Exempt	General	GS	Administration Division Section	10012050	Deputy City Manager	A7	1.00	Title change to General Services Director; add classification to pay plan; no change to pay grade	A7	Dept Reorg	10012050

2012
Proposed Amended Change Sheet
(sorted by fund)

Attachment B

Pay Plan	Fund	Dept.	Div.	Original Business Unit	Classification	Current Grade	FTE	Changes	New Grade	Justification	Ending BU (if changes made to BU)
Exempt	General	GS	Human Resources	10012060	Human Resources Administrator	E9	1.00	Reclassify, Upgrade to A1 (19.02%) and Title change to Manager of Employee Development and Benefits; add classification to pay plan; delete Human Resources Administrator title from pay plan; add Section title under Human Resources "Employee Development and Benefits Section"	A1	Dept Reorg	10012060
Exempt	General	GS	Human Resources	10012060	Human Resources Administrator	E9	1.00	Reclassify, Upgrade to A1 (19.02%) and Title change to Manager of Workforce Planning and Compensation; add classification to pay plan; delete Human Resources Administrator title from pay plan; add Section title under Human Resources "Workforce Planning and Compensation Section"	A1	Dept Reorg	10012060
Exempt	General	GS	Human Resources	10012060	Human Resources Analyst/HRIS	E5	1.00	Account change only to 10012050, no change to grade	E5		10012050
Non Exempt	General	GS	Administration Division Section	100120500552	Environmental and Administrative Services Officer	E9	1.00	Title change to Senior Projects Officer; no change to grade, remove classification from pay plan	E9	Dept Reorg	10012050
Non Exempt	General	GS	Administration Division Section	100120500552	Environmental Analyst	N15	1.00	Reclassify and upgrade to E6 (4.76%)	E6	Dept Reorg	100120500552

2012
Proposed Amended Change Sheet
(sorted by fund)

Attachment B

Pay Plan	Fund	Dept.	Div.	Original Business Unit	Classification	Current Grade	FTE	Changes	New Grade	Justification	Ending BU (if changes made to BU)
Hourly	General	PR&L			Child Care Attendant	H2		Increase pay of step 1 to 7.64	H2	Minimum Wage Change	
Hourly	General	PR&L			Program Aide	H3		Increase pay of step 1 to 7.64	H3	Minimum Wage Change	
Hourly	General	PR&L			Program Aide Aquatics	H3		Increase pay of step 1 to 7.64	H3	Minimum Wage Change	
Hourly	General	PR&L			Program Aide Art Studio	H3		Increase pay of step 1 to 7.64	H3	Minimum Wage Change	
Hourly	General	PR&L			Program Aide Child/Teen Activities	H3		Increase pay of step 1 to 7.64	H3	Minimum Wage Change	
Hourly	General	PR&L			Program Aide Child/Teen Field Trips	H3		Increase pay of step 1 to 7.64	H3	Minimum Wage Change	
Hourly	General	PR&L			Program Aide Dance	H3		Increase pay of step 1 to 7.64	H3	Minimum Wage Change	
Hourly	General	PR&L			Program Aide Senior Trips	H3		Increase pay of step 1 to 7.64	H3	Minimum Wage Change	

2012
Proposed Amended Change Sheet
(sorted by fund)

Attachment B

Pay Plan	Fund	Dept.	Div.	Original Business Unit	Classification	Current Grade	FTE	Changes	New Grade	Justification	Ending BU (if changes made to BU)
Hourly	General	PR&L			Program Aide Special Events	H3		Increase pay of step 1 to 7.64	H3	Minimum Wage Change	
Hourly	General	PR&L			Scorekeeper	H2		Increase pay of step 1 to 7.64	H2	Minimum Wage Change	
Hourly	General	PR&L			Golf Course Attendant	S6		Increase pay of step 1 to 7.64	S6	Minimum Wage Change	
Hourly	General	PR&L			Golf Course Starter	S6		Increase pay of step 1 to 7.64	S6	Minimum Wage Change	
Exempt	General	PRL	Recreation Programs Division	10050760	Sports Facilities/Program Coordinator	E6	1.00	Reclassify, upgrade to E7 (7.5%) and Title Change to Recreation Supervisor - Sports, remove Sports Facilities/Program Coord title from pay plan	E7	Dept Reorg	10050760
Exempt	General	PRL	Recreation Programs Division	10050760	Recreation Specialist	E4	1.00	Reclassify, downgrade to N12 (12.62%) and Title Change to Facility Assistant	N12	Dept Reorg	10050760
Non Exempt	General	PRL	Recreation Programs Division	10050760	Recreation Program Assistant	N7	0.75	Reclassify, upgrade to N12 (37.5%) and Title Change to Facility Assistant	N12	Dept Reorg	10050760
Non Exempt	General	PRL	Recreation Programs Division	100507600035	Recreation Program Assistant	N7	0.25	Reclassify, upgrade to N12 (37.5%) and Title Change to Facility Assistant	N12	Dept Reorg	100507600035
						General Fund Total	**14.80**				

2012
Proposed Amended Change Sheet
(sorted by fund)

Attachment B

Pay Plan	Fund	Dept.	Div.	Original Business Unit	Classification	Current Grade	FTE	Changes	New Grade	Justification	Ending BU (if changes made to BU)

Other Funds:

Exempt	Property Liability	GS	Administration Division Section	46010900	Risk Management Officer	E9	1.00	Reclassify, Upgrade to A1 (19.02%); Title change to Risk Manager; add classification to pay plan; delete Risk Management Officer title from pay plan; add new Section title under Human Resources "Risk Management Section"	A1	Dept Reorg	46010900
						Other Fund Total	**1.00**				

TOTAL ALL FUNDS: 15.80

2012 Proposed Amended
New Positions Sheet

Attachment C

Fund	Department	Division	Home Business Unit	Position Title	FTE	Exempt/ Non-Exempt	Grade
General	CMO	Public Information Section	100050500387	Public Information Officer	0.200	E	E9
				General Fund Total	**0.200**		
WURP	CMO	Economic Development	80968005952	Communication Coordinator	0.500	E	E9
				Other Fund Total	**0.500**		
				TOTAL	**0.700**		

WESTMINSTER

Agenda Item 10 B

Agenda Memorandum

City Council Meeting
December 12, 2011

SUBJECT: Resolution No. 38 re 2012 Ambulance Fee Schedule

Prepared By: Richard Spahn, Emergency Medical Services Coordinator

Recommended City Council Action

Adopt Resolution No. 38 establishing a revised ambulance fee schedule and a revised ambulance membership program (Westminster Med) fee.

Summary Statement

- Staff has completed the annual multi-agency ambulance fee survey, which is attached for City Council's review. Thirteen agencies responded with updated information on their current fee structure.

- The survey indicated that several categories within the fee structure required slight increases, which would allow the City to remain roughly equal to the Denver-metro area average. Ambulance fees were last increased in 2009. Council approved the addition of an IV therapy charge in 2010.

- In addition, Staff is recommending an increase in the City's ambulance membership program (Westminster Med). Individual membership fees would increase from $25.00 to $35.00. Family membership fees would increase from $40.00 to $55.00. Applicants would be required to have and maintain medical insurance in order to receive the benefits of the ambulance membership program.

- The Ambulance membership program has been suffering a shortfall for the past three years. When comparing 2011 membership revenues to membership write-offs through September, there is a deficit of $4,009.10. Ambulance membership program fees were last increased in 2005.

Expenditure Required: $0

Source of Funds: N/A

Policy Issue

Should the City affirm the policy maintaining an ambulance fee structure roughly equal to the Denver-metro area average?

Alternatives

1. Direct Staff to delay an increase for the ambulance membership program. This is not recommended because the program has suffered losses for the past three years. Losses are a result of the increase in medical deductable allowance and the lack of insurance by some members.

2. Direct Staff to delay the ambulance fee increase. This is not recommended because the ambulance user fees are established at rates that will offset a substantial portion of the costs for the provision of emergency medical services.

Background Information

The Westminster Fire Department has provided ambulance services to the community since 1990. When the ambulance program was originally set up, City Council provided direction to Staff to establish and maintain a fee structure that fell within the averages of other ambulance service providers within the Denver Metro area. Ambulance user fees are established at rates that will offset a substantial portion of the costs for the provision of emergency medical services. The Fire Department attempts to complete an annual survey of fees charged by publicly owned ambulance operations.

The ambulance fee survey indicated that the fee structure required slight increases, which would allow the City to remain roughly equal to the Denver-metro area average. Proposed increases are located below:

SERVICE	CURRENT	PROPOSED	METRO AVERAGE
Basic Life Support	$700.00	$725.00	$725.00
Advanced Life Support Level I	$750.00	$800.00	$808.00
Advanced Life Support Level II	$800.00	$850.00	$855.00
IV Therapy	$50.00	$65.00	$69.00
Oxygen	$55.00	$57.00	$57.00
Mileage	$13.00	$15.00	$15.00

The Westminster Med Program is an ambulance membership program offered to the citizens of Westminster. It is not insurance and is not intended to be a substitute for insurance. The membership fee represents the prepayment of the uninsured portion of a member's ambulance bill.

The membership program has been suffering losses for the past three years. Shortfalls have been attributed to the increase in medical deductable allowances and the lack of medical insurance by some members. The chart below lists total membership received, membership write-offs, and the difference between the two for the past three years.

Year	Membership Fees	Write-Offs	Difference
2011-September	$15,590.00	$19,599.10	-$4,009.10
2010	$18,510.00	$20,495.92	-$1,985.92
2009	$18,065.00	$18,651.76	-$586.76

Westminster Med membership fees were last increased in 2005. A survey was conducted with nine local transporting agencies; two of these agencies offer a similar program. There are currently 359 individual memberships and 256 family memberships. There are a total of 968 members that fall under the umbrella of the Westminster Med Program.

This recommendation supports the Strategic Plan goal of a "Safe and Secure Community." More specifically this action supports the objective "Revenues to support defined City services and service levels as a mature City" under the goal of a "Financially Sustainable City Government."

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

- Multi-Agency Ambulance Fee Structure Survey
- Resolution

Multi-Agency Transport Fee Schedule											
	7/27/2011	7/27/2011	7/27/2011	9/26/2011	10/3/2011	7/27/2011	7/27/2011	10/3/2011	10/3/2011	7/27/2011	10/3/2011
	Cunningham	**Englewood**	**Evergreen**	**Federal Heights**	**Lafayette Fire**	**Littleton**	**Mountain View**	**North Metro**	**North Wahsington**	**South Metro**	**Southwest Adams County**
	Current	**Current**	**Current**	**Current**	**Current**	**Current**	**Current**	**Current**	**Current**	**Current**	**Current**
Basic Life Support (BLS)	$700	$725	$875	$650	$600	$650	$700	$675	$750	$800	$700
BLS Non-emergency										$800	
Advanced Life Support (ALS)	$700	$725	$1,050	$750	$900	$750	$800	$750	$750	$800	$800
ALS 2			$1,200	$800	$1,000		$800	$790	$750	$800	$800
IV Therapy	$80	$60	Bundled	$40	$75	$50	$150	$50	$50	$50	$100
EZ-IO		$100	Bundled	$100	$150	$175			$150	$130	
3 Lead EKG		$55	Bundled	$65	$65	$50		$45		$35	
12 Lead EKG	$50	$55	Bundled	$90	$100	$60		$55	$100	$50	
Oxygen	$60	$45	Bundled	$40	$75	$50	$70	$50	$50	$50	$75
Advanced Airway	$150	$95	Bundled	$100		$50		$55	$100	$45	$100
CPAP	$100	$65	Bundled	$100		$125			$100	$110	
Intubation nasal/oral	$50/$30		Bundled	$100					$100	$45	
King Airway			Bundled	$100					$100	$70	
Spinal Immobilization	$85	$75	Bundled	$30	$75	$60	$100	$50	$50	$80	$100
Per Mile	$16	$12	$21	$14	$22	$12	$13	$13	$15	$15	$14
Disposable Medical Supplies	$25		Bundled	$60	$20		$100	$50	$50		$100
MISCELLANEOUS											
Blood Draw	$25		Bundled	$40	$10	$25	$50	$35			
Care rendered / no transport	$100	$125	Bundled	$50	$250		$150	$75	$100		$200
Pulse Ox	$25	$15	Bundled	$25		$20				$35	
Pacer/Defib	$100		Bundled	$100	$200	$50			$100	$60	
Ortho Splinting	$85	$15	Bundled	$30		$25			$50	$35	
Capnography	$60		Bundled	$45	$20	$30				$40	
OB Deliver	$60		Bundled	$100	$150	$30			$100	$75	
Glucometer	$15		Bundled	$25	$20	$15			$25	$35	
Nebulized drugs	$25		Bundled	$50	$45	$30				$35	
Lactate Meter			Bundled	n/a						$35	
Itemized Medication Charges	Yes	Yes	Bundled	Yes	Yes	Yes		No	Yes	Yes	No

10/3/2011	7/27/2011	10/3/2011	10/3/2011
Thornton	**West Metro**	**Westminster**	**Average**
Current	**Current**	**Current**	**Current**
$810	$821	$700	$725
			$800
$810	$975	$750	$808
$810		$800	$855
	$75	$50	$69
	$156		$137
	$65		$54
	$65		$69
$50	$75	$55	$57
			$87
	$135		$105
			$90
$65	$45	$70	$68
$15	$16	$13	$15
$60		$110	$64
	$35		$31
		$150	$133
			$24
			$102
	$25		$38
			$39
	$48		$80
			$23
			$37
			$35
		No	

RESOLUTION

RESOLUTION NO. **38** INTRODUCED BY COUNCILLORS

SERIES OF 2011 _____

A RESOLUTION ESTABLISHING A NEW AMBULANCE FEE SCHEDULE

WHEREAS, the Westminster Fire Department staffs and operates an advanced life support ambulance transport service; and

WHEREAS, the City last adopted a fee schedule in 2010 after a review of the metro area ambulance fee structures was completed;

WHEREAS, City Council has directed Staff to develop and maintain an ambulance membership program as a means to provide City residents preferential treatment with regard to ambulance billing; and

WHEREAS, the City's needs and philosophies in establishing an ambulance fee structure have been identified; and

WHEREAS, City Staff has completed another review of the metro area ambulance fee structures in 2011.

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

1. Residents and non-residents shall be billed according to an itemized rate structure for all emergency medical calls where a Westminster Fire Department ambulance is used to transport a patient to a hospital as follows:

   $725 for Basic Life Support (BLS) level care;
   $800 for Advanced Life Support (ALS) Care Level 1;
   $850 for Advanced Life Support (ALS) Care Level 2;
   $15 per mile transportation charge if received;
   $57 for Oxygen therapy if received;
   $65 for Intravenous (IV) therapy if received;
   $70 for Ortho/Spinal Immobilization if received;
   $150 for Care Rendered/No Transport;
   $100 for Disposable Medical Supplies.

2. If active ALS resuscitative efforts are undertaken that are ceased by a base station physician order and the patient is not transported, the patient shall be assessed the IV therapy (if received), Care Rendered/No transport and the Disposable Medical Supplies charge.

3. On emergency calls where three standard or one invasive medical procedure is performed and the patient, patient's family, or guardian then refuses ambulance transport to an area hospital, the IV therapy (if received), Care Rendered/No transport, and the Disposable Medical Supplies charge will be applied.

4. If more than one patient is transported to a hospital by the Westminster Fire Department ambulance, all patients shall be assessed individually according to the fee structure listed above.

5. The Finance Director and the Fire Chief in mutual agreement may allow exceptions to this fee structure and forgive portions of an ambulance bill based solely on the documented ability to pay of the person responsible for paying the ambulance bill.

6. Uncollected portions of ambulance bills that are more than 60 days past due shall be subject to the following collection measure: consignment to an outside collection agency.

7. The City may enter into contractual agreements with health care insurance provider organizations that set different rates than those listed above. Such agreements shall conform to all insurance laws and regulations recognized by the State of Colorado.

8. A City ambulance membership program (Westminster MED) shall be continued. The annual membership fee shall be $35 for an individual and $55 for a family. The annual fee shall represent the pre-payment of the uninsured portion of any City ambulance transport bill for an emergency medical condition. The City shall retain the right to bill and expect payment of benefits covered by the individual's insurance companies. Members are required to have and maintain medical insurance in order to receive the benefits of the ambulance membership program.

9. The City Manager shall have the authority to adjust ambulance fees up to 10% annually to address market conditions and/or operating costs.

10. This Resolution shall be effective January 1, 2012.

PASSED AND ADOPTED this 12th day of December, 2011.

_____
Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

_____
City Clerk

_____
City Attorney

WESTMINSTER

Agenda Item 10 C

Agenda Memorandum

City Council Meeting
December 12, 2011

SUBJECT: Resolution No. 39 re City of Westminster 2012 Legislative Policy Statement

Prepared By: Ben Goldstein, Management Analyst
Steve Smithers, Assistant City Manager

Recommended City Council Action

Adopt Resolution No. 39 adopting the City of Westminster 2012 Legislative Policy Statement.

Summary Statement

- The Legislative Policy Statement identifies general legislative issues of interest to the City of Westminster and articulates the City's policy principles on these issues. Staff uses the Policy Statement as direction when reviewing and analyzing bills that may have an impact on the City's interests.

- Adopting the Legislative Policy Statement will allow Staff and Council to move quickly when legislation is introduced at the Capitol. The ability to act in a timely manner increases the City's overall effectiveness when it comes to influencing legislation that affects municipalities.

- There are no substantive changes in the proposed 2012 Legislative Policy Statement.

Expenditure Required: $ 0

Source of Funds: N/A

Policy Issue

Should City Council adopt the proposed City of Westminster 2012 Legislative Policy?

Alternatives

1. Do not adopt a City of Westminster 2012 Legislative Policy Statement. This is not recommended, as the adoption of a Legislative Policy Statement is an important component of the City of Westminster's legislative program.

2. Direct Staff to revise the proposed Policy Statement to reflect any changes that Council wishes to make.

Background Information

In 2007, City Council adopted the first City of Westminster Legislative Policy Statement. The goal of the Policy Statement is to identify general legislative issues of interest to the City of Westminster along with the City's policy principles on these issues. These issues could have been addressed in the past at the legislature, or they could be issues that are anticipated in the future. Staff's goal for this proposed document is to be broad, yet as inclusive as possible to capture important issues to the City.

Staff will utilize the Council approved Legislative Policy Statement as a guiding policy when reviewing and analyzing bills introduced in the General Assembly that may have an impact on the City. When significant legislation is identified, Staff will provide City Council with a brief summary of legislation of substance and will recommend official City positions that are consistent with the principles of the adopted Legislative Policy Statement. If Council does not express any concerns with the positions that Staff has recommended on specific bills, Staff will communicate these positions to the City's lobbyist and update the City's legislative scorecard to communicate the City's positions to the public. If a majority of City Council expresses concerns about a specific position that Staff is presenting, discussion on the item will be scheduled for a subsequent meeting.

As State legislation can have a significant impact on the City of Westminster and its citizens, the proposed City of Westminster 2012 Legislative Policy Statement supports all five of City Council's Strategic Plan Goals.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments
- Resolution
- Proposed Policy Statement

RESOLUTION

RESOLUTION NO. **39** INTRODUCED BY COUNCILLORS

SERIES OF 2011 _____

A RESOLUTION ADOPTING THE CITY OF WESTMINSTER
2012 LEGISLATIVE POLICY STATEMENT

WHEREAS, the City of Westminster follows legislative activity in the Colorado General Assembly very closely in order to identify any potential impacts on the City and its citizens; and

WHEREAS, due to the fast-paced nature of the State legislative process and the ever-changing language of numerous bills of substance, it is critical that the City of Westminster maintains an effective and responsive system for taking and communicating official City positions on relevant legislation; and

WHEREAS, an integral part of this system is the adoption of a City of Westminster 2012 Legislative Policy Statement, which identifies general legislative issues of interest to the City of Westminster along with the City's policy principles on these issues; and

WHEREAS, Staff will utilize the City of Westminster 2012 Legislative Policy Statement as a guiding policy when reviewing and analyzing bills that have an impact on the City's interests; and

WHEREAS, the City of Westminster 2012 Legislative Policy Statement incorporates the City Council's Strategic Plan Goals and Objectives.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WESTMINSTER that the attached City of Westminster 2012 Legislative Policy Statement is hereby adopted representing the City of Westminster's policy principles on these issues.

PASSED AND ADOPTED this 12th day of December, 2011.

ATTEST:

_____
Mayor

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney's Office

WESTMINSTER

PROPOSED
CITY OF WESTMINSTER 2012
LEGISLATIVE POLICY STATEMENT

December 12, 2011

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OVERVIEW

The City of Westminster 2012 Legislative Policy Statement identifies general legislative issues of interest to the City of Westminster along with the City's policy principles on these issues. The following policy statements are necessarily broad and by no means all-inclusive. Staff will utilize the 2012 Legislative Policy Statement as a guiding policy when reviewing and analyzing bills that have an impact on the City's interests. The City of Westminster will take Official City Positions on a limited number of significant bills. The City will have discretion in determining which specific bills to take Official City Positions. Official City Positions are not automatically assumed on bills simply that are congruent with the policy statements contained in this document. When significant legislation is identified, Staff will provide City Council with a brief summary of the substance of the legislation and a proposed Official City Position that is consistent with the principles of the 2012 Legislative Policy Statement. If Council does not express any concerns with the position, Staff will communicate this position to the City's lobbyist and update the City's legislative scorecard to communicate the City's position to the public. The City will continue to contact legislators regarding Official City Positions on specific bills throughout the legislative session.

The City of Westminster welcomes the opportunity to discuss the City's legislative positions with legislators. In addition to communication on specific bills, this 2012 Legislative Policy Statement provides a reference tool for legislators to use when considering legislation that may impact the City of Westminster. For more information on the City's legislative program, please contact Deputy City Manager Steve Smithers at 303-658-2001 or Management Analyst Ben Goldstein at 303-658-2007.

CITY OF WESTMINSTER STRATEGIC PLAN

Each year, the City of Westminster City Council reviews and recommits the City organization to a five-year Strategic Plan. The 2011-2016 Strategic Plan identifies the City's underlying principles on which decisions are based and includes goals to be achieved through 2016. Each goal is further defined by a set of objectives and short-term actions to be taken to achieve the associated goal. The Strategic Plan reinforces long-term planning for both day-to-day operations and services, and long-term investment projects such as road construction, water distribution and sewer maintenance programs. As a statement of City Council's goals and vision for the City, the Strategic Plan helps Staff successfully plan City projects and budgets to achieve this vision and associated goals. Accordingly, the City of Westminster 2012 Legislative Policy Statement is intended to be consistent with and to support City Council's Strategic Plan Goals and Objectives.

Therefore, the City of Westminster:

- Supports legislation that is consistent with and supports the achievement of the City's Strategic Plan Goals and Objectives.
- Opposes legislation that runs counter to or prevents the achievement of the City's Strategic Plan Goals and Objectives.

The following is a summary of the five major goals and corresponding objectives that are identified in the City's 2011-2016 Strategic Plan.

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.

SPIRIT – Service, Pride, Integrity, Responsibility, Innovation and Teamwork

POLICY PRINCIPLES

HOME RULE AND LOCAL CONTROL

The City of Westminster believes strongly in the principles of home rule authority and local control. Article XX of the Colorado Constitution grants home rule municipalities such as Westminster "the full right of self-government in local and municipal matters." The City of Westminster believes that home rule authority increases the effectiveness and efficiency of local government services, enhancing the quality of life in the community and the value provided to local taxpayers.

Therefore, the City of Westminster:

- Encourages State legislators to respect and support home rule and Colorado's tradition of local control.
- Supports legislative efforts to strengthen home rule authority of municipal governments.
- Opposes legislation that attempts to weaken municipal home rule authority and flexibility.
- Opposes legislation that mandates state intervention in matters of local concern, especially when that intervention unnecessarily or adversely affects the City's ability to manage these matters pursuant to its home rule authority.

STATE AND FEDERAL MANDATES

Programs and regulations mandated by the State or Federal government have the potential to stretch the financial resources of the City of Westminster. If additional costs brought about by these mandated programs or regulations are not paid by the State or Federal government, they can have a direct negative impact on the City budget. This can prevent the City of Westminster from meeting the needs of residents and achieving the City's strategic priorities.

Therefore, the City of Westminster:

- Supports the TABOR Constitutional requirement for the Colorado General Assembly to reimburse municipalities for the cost of State mandates and to make this requirement clear in State fiscal notes prepared for the General Assembly.
- Opposes unfunded State and Federal mandates that impose unfair financial burdens on municipalities and their citizens.

GOVERNMENTAL IMMUNITY

The City of Westminster recognizes that the complexity and diversity of City operations and services required to meet the needs of citizens may expose the City, its officers, and employees to liability for damage and injury. The City strongly believes that public officers and employees need to be assured that municipal liability will not impair the lawful and proper provision of necessary services to the public.

Therefore, the City of Westminster:

- Supports legislation that protects the interests of municipalities, their officers, and their employees in the lawful and proper performance of their duties and responsibilities.
- Supports legislation that discourages baseless and frivolous claims and demands made against municipalities, their officers, and their employees.
- Supports the availability of public liability insurance at reasonable costs and the ability of municipalities to reduce these costs through self-insurance.
- Opposes legislation that expands or increases municipal liability, or, conversely, further limits municipal immunity.

SALES AND USE TAX

The City of Westminster levies, administers, and collects its own sales and use taxes under its home rule authority. Sales and use tax revenue is the primary source of funding for City of Westminster services and operations, comprising over 60% of general fund revenues. Appropriate actions at Federal, State and local levels must preserve or enhance this critical local revenue.

Therefore, the City of Westminster:

- Supports legislation that maintains local control over imposition, collection and administration of sales and use taxes.
- Supports legislation that allows state and local governments to require businesses to collect state and local sales and use taxes on remote sales.
- Supports voluntary, cooperative efforts among Colorado municipalities to standardize sales and use tax practices and utilize technology for the convenience of taxpayers, the business community, and municipalities.
- Opposes legislation that preempts local authority to impose and collect sales and use taxes.
- Opposes legislation that grants jurisdictions other than the State, cities, and counties the authority to impose sales or use taxes.

GENERAL FINANCE

The City of Westminster is a full-service community. While sales and use tax revenue comprises the primary funding source for general government services, the City's wide variety of services are also funded through a balanced array of other taxes, user fees, and other financing sources. Consequently, the City of Westminster is impacted by State and Federal financial policies.

Therefore, the City of Westminster:

- Supports the continuation of existing local government financing methods and the addition of new methods for local government to support the provision of municipal services to citizens.
- Supports equitable sharing with municipalities of existing and future State revenues derived from traditional State-collected, locally shared revenues, such as the cigarette tax, Highway Users Tax Fund, and the lottery.

- Opposes State-granted exemptions or other State actions that erode municipal sales taxes, use taxes, property taxes, and other revenue sources unless the State provides adequate replacement revenues.
- Opposes State-mandated reductions to the current property tax structure without specific revenue replacement provisions.

LAND USE, DEVELOPMENT, AND REVITALIZATION

The City of Westminster works constantly to achieve the Strategic Plan Goals of "Vibrant Neighborhoods in One Livable Community" and "Strong Balanced Local Economy." The City believes that local control with land use planning contributes greatly to the achievement of this goal and the overall quality of life in the City of Westminster. In addition, two of the City's Strategic Plan Objectives are to "develop transit oriented development around commuter rail stations" and "revitalize Westminster Center Urban Reinvestment Area." In order for redevelopment and revitalization efforts to succeed, the City feels very strongly that appropriate urban renewal tools need to be preserved and strengthened.

Therefore, the City of Westminster:

- Supports legislation that removes barriers to local land use planning and land development regulation.
- Supports appropriate legislation that facilitates the creation of Transit-Oriented Developments (TOD).
- Supports legislation to enable cooperative urban renewal projects between multiple jurisdictions.
- Supports appropriate legislation and funding that encourages and facilitates historic preservation and rehabilitation.
- Support legislation that provides for an opportunity to reset the 25 year tax increment financing (TIF) clock.
- Opposes legislation that prescribes comprehensive land use and other community planning at the State level.
- Opposes legislation that would inappropriately limit local government authority to impose growth impact fees.
- Opposes legislation that would unreasonably restrict the use of tax increment financing or eminent domain for redevelopment projects.

ECONOMIC DEVELOPMENT

The City of Westminster strives to develop and maintain a "Strong, Balanced Local Economy" per its Strategic Plan. Whether it is maintaining a healthy retail base or retaining and expanding targeted businesses and primary employers, the City recognizes the importance of a healthy economic climate to the overall quality of life.

Therefore, the City of Westminster:

- Supports the development of a statewide economic development strategy that addresses issues of business climate and economic direction at the State level but allows for local control of economic development.
- Supports appropriate State tax policies and incentive programs, including enterprise zones, business incentive agreements, or other legislative initiatives, that encourage

business expansion and retention through primary job creation, investment in capital equipment, and employer facility development.

WATER RESOURCES AND TREATMENT

Since the 1950's, the City of Westminster has invested substantial public funds into the creation and protection of an independent water supply. Westminster has an obligation to provide the highest quality water and wastewater services in a financially sound, reliable, safe, and environmentally respectable manner. The City supports legislative measures to further this goal.

Therefore, the City of Westminster:

- Supports the constitutional doctrine of prior appropriation, the constitutional priority given to domestic water use, the right to purchase and change the use of water rights within the State, and supports legislation and policies to ensure fair treatment of all water rights holders.
- Supports water quality legislation that results in appropriate, cost effective water quality control regulations with measurable water quality benefits.
- Supports legislation that reasonably limits liability exposure of and protects investment in water and wastewater operations.
- Supports legislation and regulations that promote the appropriate and beneficial use of reclaimed water and wastewater biosolids.
- Supports legislation that protects water supplies from the environmental and operational impacts of aquatic nuisance species such as zebra and quagga mussels.
- Supports continued Federal and State funding for water and wastewater treatment infrastructure to reduce local costs and expedite construction of necessary treatment, distribution, and collection facilities to comply with Federal and State mandates
- Supports appropriate water conservation efforts and sustainable water resources management practices by all users.
- Supports sufficient appropriations and adequate fee-based revenue so the State may continue administration of its water programs including those federally mandated water and wastewater environmental regulatory programs such as the Safe Drinking Water and Clean Water Acts delegated to the State to administer; and can fund the protection of critical infrastructure through an equitable distribution of program costs between State general fund monies and user fees.

TRANSPORTATION

The City of Westminster believes that the movement of goods and people is vital to the continued economic success of the State of Colorado and to the maintenance of the high quality of life that Coloradans enjoy. In order to preserve these, the State Legislature must be willing to invest in the maintenance and expansion of the State's transportation network including roads, bridges, and mass transit. With the current shortfall in transportation dollars for the Colorado Department of Transportation, municipal and county governments have taken on greater construction, maintenance, and financial responsibilities. For example, two interchanges on I-25 at 144th Avenue and 136th Avenue were built and paid for entirely by the Cities of Westminster and Thornton. The City of Westminster has demonstrated that it is willing to partner on projects, but is against efforts to pass along additional State roadway construction or maintenance responsibilities to local governments without increased and adequate funds to meet these additional responsibilities.

Therefore, the City of Westminster:

- Supports an appropriate State-wide transportation plan that not only funds repair and maintenance needs, but also commits to network and mobility improvements and expansions, including actions that address congestion relief in the Denver metropolitan area.
- Supports legislation to enhance transportation funding equity within the State.
- Supports legislation and regulatory action that maintains or increases the level of funding provided by the State or passed through the State by the Federal government to transportation activities at the local level.
- Supports State and Federal assistance and funding for the planned U.S. 36 expansion and managed lanes project on I-25.
- Supports additional funding alternatives to construct structured parking near existing and proposed FasTracks commuter rail stations.
- Supports funding needed to complete the full Northwest Rail Project.
- Opposes legislation to transfer maintenance responsibility of State-owned roads to municipalities without adequate short and long-term funding to meet these additional responsibilities.

TELECOMMUNICATIONS

The City of Westminster recognizes the importance of telecommunications services to economic development and the quality of life in the City. The City of Westminster supports increased competition in the cable and video market and has taken steps in preparation to work with companies who are interested in providing video service in our community. However, the City's view is that statewide franchising should not override the City's authority to ensure the best possible service to its citizens and to regulate the use of public right-of-way.

Therefore, the City of Westminster:

- Supports the retention of municipal franchising and regulatory authority over cable television systems.
- Supports legislation that preserves municipal control and autonomy over public rights-of-way and other assets, along with the right of local governments to receive fair and reasonable compensation for their use.
- Supports the ability of municipalities to require "reasonable" build-out for potential new video providers per the Federal Communications Commission's executive order.
- Opposes State or Federal restrictions on municipal franchising, regulatory, and taxing authority over telecommunications systems.

WORKERS' COMPENSATION

The City of Westminster recognizes that the Colorado Workers' Compensation Act was developed as a no-fault system established "to assure the quick and efficient delivery of disability and medical benefits to injured workers at a reasonable cost to employers, without the necessity of any litigation, recognizing that the workers' compensation system in Colorado is based on a mutual renunciation of common law rights and defenses by employers and employees alike." The City self-insures its Workers' Compensation program to ensure the most cost effective, efficient delivery of these benefits to employees. The City is concerned about any legislation that

will erode the ability of an employer to control their claim costs and inhibits an employer's ability to get competitive quotes from the market for quality insurance coverage.

Therefore, the City of Westminster:

- Supports legislation that maintains the spirit of the Colorado Workers' Compensation Act, for the protection of both Colorado employers and employees.
- Opposes legislation that creates presumptive eligibility coverage within the law.
- Opposes legislation that increases insurance premium costs to employers.
- Opposes legislation that adds administrative burdens or taxes to self-insurance programs.
- Opposes legislation that promotes litigation.

HUMAN RESOURCES

Employees are the City of Westminster's most important resource. The City is an equal opportunity employer and works to ensure excellent and fair salaries and benefits for employees, along with growth and development opportunities. Like with most other organizations, the City of Westminster's budget is continuously pressured by increasing compensation and benefit costs. The City constantly balances fair compensation and benefits with responsible expenditures of tax dollars.

Therefore, the City of Westminster:

- Supports legislation that maintains or reduces the employer and employee Fire and Police Pension Association (FPPA) pension and retiree health insurance costs.
- Supports continuation of State matching funds to assist in retiring unfunded liabilities that have accrued under the Fire Death and Disability Plan.
- Opposes any legislation that interferes with a municipality's ability to determine the terms and conditions of municipal employment.
- Opposes legislation that mandates collective bargaining rights for public employees.
- Opposes legislation that requires mandatory participation or participation rates in employment or benefit programs.
- Opposes mandated Social Security coverage for public employees, mandated benefit levels or funding standards for municipal employee pension plans, or other unreasonable burdens or restrictions in connection with the administration of municipal employee benefit plans.
- Opposes legislation that reduces current State funding of death and disability benefits for emergency services personnel or legislation that shifts the funding of this State responsibility to local governments.

OPEN SPACE

As stated in the City's Strategic Plan, Westminster works to maintain and develop a "Beautiful and Environmentally Sensitive City." Increasing and preserving open space is a high priority in the City of Westminster. As build-out approaches, the City is striving to achieve its goal of maintaining 15% of the City's land area as open space. Open space, along with trails, contribute greatly to the quality of life in the City of Westminster.

Therefore, the City of Westminster:

- Supports maintaining funding, and adding additional funding where appropriate, to State and Federal land conservation programs that will help to increase the amount of open space within the City, thereby helping to achieve the goal of "Beautiful City."
- Supports legislation that generally enables and empowers the use of conservation easements.
- Supports legislation that provides further incentives to preserve open space.

ENVIRONMENT

For the City of Westminster, the environment is a priority as is shown in the City's programs and services that secure clean air, water, and land. Westminster is one of the most environmentally-friendly cities in the area and has signed the U.S. Conference of Mayors Climate Protection Agreement. The City of Westminster recognizes the importance of working cooperatively with other governmental entities to implement and manage efficient, cost-effective, and scientifically-based environmental control programs. It is the intent of the City to meet or exceed compliance with all applicable environmental laws and regulations. However, the City does not support State or Federal programs that place an unreasonable financial burden on municipalities.

Therefore, the City of Westminster:

- Supports appropriate legislation and regulations that promote pollution prevention.
- Supports legislation and regulations that provide incentives for green building and sustainable design without imposing unfunded mandates.
- Supports energy conservation efforts and appropriate legislation that accelerates the development of clean, economical energy resources and fuel-efficient technologies such as wind and solar energy, waste to energy, fuel cells, and other appropriate and effective technologies.
- Supports reasonable legislation and regulations that increase the fuel efficiency of motor vehicles.
- Supports legislation that limits liability for waste cleanup costs under Federal law where the municipality demonstrates due care and absence of fault in connection with waste disposal at a site and provides an early and fair means of settlement for municipalities named as liable parties at waste cleanup sites.
- Opposes legislation or standards that weaken current air quality standards or regulations.
- Opposes legislation that limits the ability of local government to regulate the activities of private waste or recycling collectors or to provide waste or recycling collection or processing services to citizens.

PUBLIC SAFETY

"Safe and Secure Community" is one of the goals identified in the City of Westminster's Strategic Plan. The City works diligently towards keeping citizens safe anywhere in the City. The City of Westminster recognizes the critical importance of maintaining public order, providing a safe environment, and protecting the lives and property of the citizens of Westminster. The role of the Police Department is to enforce the law in a fair and impartial manner, recognizing both the statutory and judicial limitations of police authority and the constitutional rights of all persons. The Westminster Fire Department works to minimize injuries and property losses due to fire, to provide quality emergency medical care and transport services,

and to provide other services including fire inspections and emergency preparedness planning. Finally, the City of Westminster's Municipal Court works to ensure that justice is carried out fairly and effectively.

Therefore, the City of Westminster:

POLICE

- Supports legislation that facilitates the eviction of public nuisance tenants.
- Supports legislation that facilitates the use of a TASER as a safe and effective tool for law enforcement.
- Supports legislation that ensures flexibility for municipalities when implementing Federal and State criminal justice programs.
- Supports legislation providing enhanced sentences for criminal offenses committed by proven members of gangs.
- Supports legislation that enhances the integration of local and State criminal justice agency information systems in order to increase the efficiency and information sharing capacity of law enforcement agencies.
- Supports legislation that maintains and strengthens the provision of community-based mediation and other alternative dispute resolution services.
- Supports legislation that provides resources and support to victims of domestic violence.
- Supports legislation to make not wearing a seatbelt while operating a motor vehicle a primary offense.
- Supports legislation that requires reasonable and practical preservation of DNA and other evidence.
- Supports legislation that sets new standards for the collection of 9-1-1 service charges to support growing demand for new equipment based on technology improvements.
- Supports legislation regarding the Public Safety Spectrum that support nationwide, interoperable, wireless broadband network.
- Supports legislation to provide for criminal asset forfeitures to be returned to local law enforcement agencies to be used to fund law enforcement activities.
- Supports legislation that protects Senior Citizens from criminal exploitation.
- Supports legislation that protects society against Identity (ID) Theft.
- Supports legislation that protects juveniles from sexual predators on the internet.
- Opposes legislation that inappropriately transfers immigration and illegal alien enforcement responsibilities from the Federal government to local government and diverts local law enforcement resources from other priorities.
- Opposes legislation that will change District Attorneys' right to direct file (charge juveniles as adults).
- Opposes legislation that compromises officers' and the public's safety.
- Opposes legislation that requires criminal justice agencies to pay fees to obtain financial disclosure information from banking institutions.

MUNICIPAL COURT

- Opposes legislation that limits the authority of municipalities to enforce their own ordinances in municipal courts.
- Opposes imposition of State surcharges on municipal court fines for the purpose of funding State programs.

FIRE AND EMERGENCY MEDICAL SERVICES

- Supports legislation that assists in the development of interoperable communication systems for public safety.
- Supports legislation to require the installation of appropriate fire protection systems in structures to enhance life safety and property protection.
- Supports legislation that strengthens the City's ability to prohibit the use and sale of all fireworks, along with legislation that allows counties and fire districts to prohibit and otherwise control fireworks.
- Opposes legislation that restricts the City from adopting local strategies and regulations for safely addressing hazardous materials or legislation that restricts the City's ability to review and approve the location of facilities that use or store hazardous materials or hazardous waste.

WESTMINSTER

Agenda Item 10 D

Agenda Memorandum

City Council Meeting
December 12, 2011

SUBJECT: Councillor's Bill No. 43 re Amend WMC Title V, Chapter 14 re Special Event Permits and Optional Premise Licenses

Prepared By: Linda Yeager, City Clerk
Hilary Graham, Assistant City Attorney

Recommended City Council Action

Pass Councillor's Bill No. 43 on first reading amending Title V, Chapter 14, of the Westminster Municipal Code concerning special event permits and optional premise licenses.

Summary Statement

- The 2011 Legislature adopted Senate Bill 11-066 making changes to provisions of Title 12, Article 48, regarding special event permits. One notable change allows local licensing authorities to assume full responsibility for the approval and issuance of special event permits without approval of the state licensing authority. Although state law no longer requires City Council action to exercise this authority, the Westminster Municipal Code contains language requiring the City Clerk to submit approved special event applications and fees to the state licensing authority. The attached Councillor's Bill removes that language and replaces it with new language to fully empower the City to exercise total responsibility for the approval and issuance of special event permits, which will comport with the changes in state law.

- The attached Councillor's Bill also creates a local optional premise license in response to a request from Richard Fuller, legal counsel for Hyland Hills Parks & Recreation District. The optional premise license allows the service of malt, vinous, and spirituous liquor on specific dates and times and at specific locations on an outdoor sports and recreational facility that charges a fee for use. This type of license is permitted under state law, but the City must authorize such licenses before they can be granted locally. The Councillor's Bill recognizes a local optional premises license and allows it to be issued by the City.

Expenditure Required: $0

Source of Funds: N/A

Policy Issue

Does City Council want to make the approval and issuance of special event permits a matter of local control and to create a new class of local optional premises license?

Alternatives

1. Council could determine it is in the public's best interest to leave the special event permit application and issuance process unchanged and continue to require state licensing authority approval and issuance of the permits. Staff does not recommend this course of action, as the existing process adds at least 15 days to the approval process. Further, the change in state law reflects the Department of Revenue's desire to be removed from the process to better serve customers throughout Colorado and to reduce its own workload.

2. City Council could decide that adding the optional premise license to the classes of locally issued licenses is not desirable. Staff does not recommend this course of action and notes that optional premise permits, issued in association with hotel/restaurant liquor licenses, are held by the concessionaires at both municipal golf courses and the Board of Directors of the Ranch County Club. Accordingly, full service of alcoholic beverages is currently available on those golf courses.

Background Information

Recent changes to the Special Event Permit Code in Title 12 of the Colorado Revised Statutes increased the number of special event permits a qualifying organization can obtain during a calendar year from 10 to 15. Additionally, the changes provided the option for local licensing authorities to assume full responsibility for the review and issuance of special event permits. The legislation did not require the governing body to enact legislation to exercise this responsibility; however, the Westminster Municipal Code contains references to State review and approval. Thus, a Code amendment is needed for the City to remove the State from the approval and issuance process, as is now allowed under State law. This action will improve customer service by reducing the time it takes to obtain State consideration of each application and will eliminate the State's $25-per-day fee. The State will maintain a database for state-wide reference to ensure that each qualifying organization does not exceed its maximum of 15 permits per calendar year.

The Hyland Hills Parks & Recreation District currently holds a 3.2% beer license for on-premise consumption, a license that does not permit the service of wine that is a frequent customer request on the golf course. The District wants to remain in control of alcohol beverage service on the golf course (rather than relying on a hotel/restaurant licensed concessionaire) and would like to provide the level of service requested by customers. In order to do so, the District would require a City issued optional premise *license*.

The Westminster Municipal Code has allowed for an optional premise *permit* associated with hotel/restaurant liquor licenses for outdoor recreational facilities since 1990. A stand-alone optional premise *license* has existed in State law since 1983, but the City has not previously recognized it. Both the license and permit require a local governing body to legislatively opt-in to issue either category within the jurisdiction.

Until now, the optional premises permits have satisfied the needs of local businesses. However, repeated requests from customers of Hyland Hills Golf Course for full service of alcoholic beverages, primarily wine, have caused the District to investigate licensing alternatives. The District is in the process of renovating the clubhouse and some of its infrastructure and would like toupgrade its liquor license to provide full service to its customers while keeping the golf course and the clubhouse under separate management and control. The optional premise license is the class of license that best satisfies the District's needs, and the District approached the City with a request to issue that type of license locally.

The optional premise license allows the service of malt, vinous, and spirituous liquor on specific dates and times and at specific locations on an outdoor sports and recreational facility that charges a fee for use. The optional premise license class allows the holder to serve alcoholic beverages for on-premise consumption only on dates and between hours specified within the application. Those dates and times cannot be changed without 48-hours advanced notification to the local licensing authority. Dates and times of operation are re-established each year with license renewal. As with all liquor licenses, snacks must be available for customers to purchase, but a full-service menu, kitchen, and percentage of gross sale from the sale of food are not required.

If passed by City Council, the attached ordinance will allow the Hyland Hills Parks and Recreation District to apply for an optional premise license. If granted by the Special Permit and License Board, the District will voluntarily surrender the 3.2% beer retail license it currently holds.

There are few other outdoor sports and recreation facilities that charge a fee for use in the City, and it is not expected that opting-in to allow local optional premise licenses will result in many future applications.

The proposed Code revisions would support the Strategic Plan goal of a strong, balanced local economy by supporting an existing business, making changes to encourage the success of small and/or local businesses, and assisting local non-profit organizations that seek to raise funds to promote their causes through alcohol sales at special events.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment – Ordinance

BY AUTHORITY

ORDINANCE NO. COUNCILLOR'S BILL NO. **43**

SERIES OF 2011 INTRODUCED BY COUNCILLORS

_____

A BILL
FOR AN ORDINANCE AMENDING PORTIONS OF TITLE V, CHAPTER 14, OF THE WESTMINSTER MUNICIPAL CODE REGARDING SPECIAL EVENT PERMITS AND OPTIONAL PREMISES LICENSES, WHICH REGULATE THE SALE AND SERVICE OF ALCOHOLIC BEVERAGES

THE CITY OF WESTMINSTER ORDAINS:

Section 1. Section 5-14-10(B), W.M.C., is hereby AMENDED to read as follows:

5-14-10: SPECIAL EVENT PERMIT:

(A) Definition: A special event permit is a special license which authorizes a qualified organization or political candidate to sell, by the drink only, malt beverages or malt, spirituous or vinous liquors. A qualified organization is an organization which has been incorporated under the laws of this State for purposes of social, fraternal, patriotic, political, or athletic nature, and not for pecuniary gain; a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes which is not for profit; a regularly established religious or philanthropic institution; or a municipality owning arts facilities at which productions or performances of an artistic nature are presented.

(B) Application Procedure:

…

(6) Upon approval of the application and within ten (10) days after issuing the permit, the City Clerk shall submit the approved application ~~and fees~~ to the state licensing authority ~~at least ten (10) days prior to the date of the special event~~ in the form required by state law.

Section 2. Section 5-14-11, W.M.C., is hereby AMENDED to read as follows:

5-14-11: OPTIONAL PREMISES LICENSES AND PERMITS

(A) An annually renewable optional premises license for the sale or service of alcoholic beverages may be issued by the local licensing authority for one or more optional premises within an outdoor sports and recreational facility that charges a fee for the use of such facility.

(1) An application for an optional premises license shall be accompanied by the fees required by this Title.

(2) An optional premises license shall allow the licensee to sell and serve alcoholic beverages by the drink only to customers for consumption on the optional premises and for storage of alcohol beverages in a secure area on or off the optional premises for future use on the optional premises.

(3) An optional premises license application shall be reviewed and approved or denied according to Section 15-1-4 herein, and all other provisions of this Title shall apply.

(~~A~~B) ~~Meals shall be served whenever and wherever alcoholic beverages are sold, served or consumed between the hours of 8 A.M. and 11 P.M. weekdays, and 8 A.M. and 8 P.M. Sundays and Christmas. No alcoholic beverages may be sold, served or consumed outside the designated areas.~~ An annually renewable optional premises ~~license~~ permit for a hotel and restaurant license ~~the sale or service of~~

~~alcoholic beverages~~ may be issued by the local licensing authority for ~~any~~ an outdoor sports and recreational facility ~~which~~ that charges a fee for the use of such facility ~~so long as~~if such facility is part of an existing or a new hotel and restaurant license and the optional premises is ~~located~~ on or adjacent to ~~-~~the hotel and restaurant premises.~~an existing or a new hotel and restaurant license~~. Any optional premise ~~license~~ permit shall ~~permit~~ allow the licensee to sell or serve alcoholic beverages only on the optional premises specified in the ~~license~~permit.

(1) An application for an optional premises permit for a hotel and restaurant license shall be made by the applicant for hotel and restaurant license or by the hotel and restaurant licensee.

(2) Meals shall be served whenever and wherever alcoholic beverages are sold, served or consumed between the hours of 8 A.M. and 11 P.M. weekdays, and 8 A.M. and 8 P.M. Sundays and Christmas. No alcoholic beverages may be sold, served or consumed outside the designated areas.

(3) An application for a new hotel and restaurant license with optional premises permit shall be processed in the same manner as any other hotel and restaurant license application. If an application to permit an optional premises is filed in connection with an existing hotel and restaurant license, the application shall be processed in the same manner as an application to modify or expand licensed premises. No local fee shall be required in connection with an application for an optional premises permit for an existing hotel and restaurant license.

(4) In addition to or in lieu of any enforcement actions the authority takes against the hotel and restaurant license for violations of this Code or the Colorado Liquor Code and regulations adopted pursuant to such Codes, the authority may decline to renew the optional premises permit for good cause shown, subject to judicial review. In addition, the authority may suspend or revoke the optional premises permit in accordance with the procedures specified in Colorado Liquor Code Regulation 47-110.1, as the same may be amended from time to time, and upon consideration of the criteria specified in this Title.

(5) Nothing contained in this Section shall preclude the local licensing authority, in its discretion, from denying an application for an optional premises permit or imposing conditions, restrictions or limitations on any optional premises permit in order to serve the public health, safety and welfare. Any such conditions may be imposed when the permit is initially issued or should any specific event or use of the optional premises so warrant.

(C) Unless otherwise permitted by law, i~~I~~t shall be unlawful for any person to sell or dispense alcoholic beverages at an outdoor sports and recreational facility without having first obtained a valid optional premises license or optional premises permit or in violation of any provision, restriction or limitation of such a license or permit.

(D) Definitions: The following terms shall be defined as provided below. Terms not defined in this subsection (D) shall be defined consistent with state law.

(1) "Ancillary Facility" shall mean a permanent, temporary or moveable structure or vehicle located on optional premises and used to dispense alcoholic beverages.

(2) "Outdoor Sports and Recreational Facility" shall mean a facility which consists of a golf course or tennis facility or both.

(E) ~~Nothing contained in this Section shall preclude the local licensing authority, in its discretion, from denying an application for an optional premises license or imposing conditions, restrictions or limitations on any optional premises license in order to serve the public health, safety and welfare. Any such conditions may be imposed when the license is initially issued or should any specific event or use of the optional premises so warrant.~~

(F) No one licensee or permitee shall have more than five optional premises within an outdoor sports and recreational facility. No optional premise may include a parking lot.

(G) Application for an optional premises license or an optional premises permit as part of a hotel and restaurant license shall be made to the City Clerk by an applicant for hotel and restaurant license or a hotel and restaurant licensee, upon forms to be furnished by the City Clerk for that purpose, which forms shall require the following information in addition to any information required by the state licensing authority and this ChapterTitle:

(1) A detailed diagram of the outdoor sports and recreational facility indicating:

(a) The location of the outdoor sports and recreational facility;
(b) The location of all proposed optional premises;
(c) The proposed locations of the ancillary facilities which are proposed to be used for the sale or service of alcoholic beverages;
(d) The seating, if any;
(e) Restroom facilities, if any;
(f) Restrictions, if any, to access to the optional premises; and
(g) Location of secured area or areas for use in storing malt, vinous and spirituous liquors for future use on the optional premises.

(2) A written statement setting forth what will be done to secure the optional premises and storage area or areas and the reason the Licensing Authority should grant the license or permit; and
(3) Such other information as reasonably may be required to satisfy the local licensing authority that control of the optional premises will be assured, and that the health, safety and welfare of the neighborhood and outdoor sports and recreational facility users will not be adversely affected should the license or permit be issued.

(H) If the applicant does not own the proposed optional premises, it shall submit to the City Clerk a written statement by the owner of the premises approving the application sought.

(I) The applicant shall provide the City Clerk with evidence that the state licensing authority has approved the location proposed to be optional premises, as required by the Colorado Liquor Code.

(J) An application for a new hotel and restaurant license with optional premises shall be processed in the same manner as any other hotel and restaurant license application. If an application to use optional premises is filed in connection with an existing hotel and restaurant license, then the application shall be processed in the same manner as an application to modify or expand licensed premises. No fee shall be required in connection with an application for an optional premises license relating to an existing hotel and restaurant license.

(KJ) It shall be unlawful for any alcoholic beverages to be served on a licensed or permitted optional premises without the licensee or permitee having first provided written notice to the City Clerk and the state licensing authority no less than forty-eight (48) hours prior to such service of alcoholic beverages. Such notice shall contain specific days and hours on which the optional premises are to be used for the sale or service of alcoholic beverages. Nothing contained in this Section shall preclude written notice, submitted within the time limits set out above, from specifying that an optional premises may be utilized for a continuous or extended period of time. However, should any special or unusual event be anticipated to occur during any extended period of time, no less than forty-eight (48) hours written notice should be given to the City's Chief of Police, or his designee, who shall have the authority, on behalf of the local licensing authority, to impose any conditions reasonably related towards serving the public health, safety and welfare. The licensee or permitee may file more than one notice during a calendar year.

(L) In addition to or in lieu of any enforcement actions which the authority takes against the adjacent hotel and restaurant license for violations of this Code or the Colorado Liquor Code and regulations adopted pursuant to such Codes, the authority may decline to renew the optional premises license for

~~good cause shown, subject to judicial review. In addition, the authority may suspend or revoke the optional premises license in accordance with the procedures specified in Colorado Liquor Code Regulation 47-110.1, as the same may be amended from time to time, and upon consideration of the criteria specified in Chapter 1 of this Title.~~

Section 3. This ordinance shall take effect upon its passage after second reading. 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 12th day of December, 2011.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 9th day of January, 2012.

ATTEST:

_____
Mayor

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney's Office

WESTMINSTER

Agenda Item 10 E

Agenda Memorandum

City Council Meeting
December 12, 2011

SUBJECT: Councillor's Bill No. 44 re 2nd Amendment to the Economic Development Agreement with the Church Ranch Hotel Companies

Prepared By: Susan Grafton, Economic Development Director

Recommended City Council Action

Pass Councillor's Bill No. 44 on first reading authorizing the City Manager to modify the start of construction date for the Hyatt Place Hotel from October 1, 2012 to October 1, 2014.

Summary Statement

- The Church Ranch Hotel Company is finalizing plans now to start construction on the full service Marriott Hotel in June 2012.
- They are unable to fund construction of the Hyatt Place at this time.
- The Church Ranch Hotel Company LLC is requesting that the construction commencement date articulated in the current Business Assistance Agreement for the Hyatt Place Hotel be extended from October 1, 2012 to October 1, 2014.
- The extension of the Hyatt Place agreement will be conditioned upon the commencement of construction of the full service Marriott Hotel on or before October 1, 2012.
- No other requirements of the agreement will be changed.

Expenditure Required: $0

Source of Funds: N/A

Policy Issue

Does Council desire to extend the assistance agreement for the Hyatt Place out 24 more months?

Alternatives

Do Nothing:
The City could decide not to extend the assistance agreement for the Hyatt Place Hotel. However, it is clear that funding is not available at this time for construction of both the Marriott and Hyatt Hotels.

Shorter Extension:
A 12 month extension could be provided for construction to commence, instead of a 24 month extension as requested. The developer has agreed to build sooner if the funds become available, so a shorter timeline provides little advantage.

Background

In December 2008, Council approved an amendment to the Marriott Hotel agreement to make the assistance available also for a 115 room Hyatt Place Hotel that is to be built coincidental with the full service Marriott Hotel. The developer has received all of the planning approvals for the project as well as building plan approvals. The project is set for commencement of construction once funding is available.

In February, Council approved an amendment of both the Marriott EDA and the Hyatt Place EDA to extend commencement of construction dates for the two hotels until October 1, 2012. The developers are currently in the process of making minor ODP modifications to the full service Marriott Hotel. They will be preparing construction drawings for the Marriott over the winter and expect to be under construction of the Marriott by no later than June of 2012. The full service Marriott is anticipated to open fall 2013 with 212 guestrooms with the ability to expand to 297 rooms.

The developers will not be able to start construction on the Hyatt Place hotel until fall 2014. They are therefore requesting modification of the construction commencement date in the EDA for the Hyatt Place Hotel from October 1, 2012 to October 1, 2014. The agreement on the Marriott Hotel will not be modified at all since construction commencement for that hotel will have occurred prior to the October 1, 2012 deadline.

Since the developers are actively moving on the construction of the Marriott Hotel; and, because they are willing to tie the extension of the Hyatt Place Hotel commencement date to the Marriott Hotel actually being under construction, staff recommends the extension of the Hyatt Place EDA from October 1, 2012 to October 1, 2014.

Respectfully Submitted,

J. Brent McFall
City Manager

Attachments
- Ordinance
- Exhibit A – 2nd Amendment BAA

BY AUTHORITY

ORDINANCE NO. COUNCILLOR'S BILL NO. **44**

SERIES OF 2011 INTRODUCED BY COUNCILLORS

_____

A BILL
FOR AN ORDINANCE AUTHORIZING THE SECOND AMENDMENT TO THE 2009 AMENDED AND RESTATED BUSINESS ASSISTANCE AGREEMENT FOR THE COOPERATIVE DEVELOPMENT AND CONSTRUCTION OF A FULL SERVICE MARRIOTT HOTEL AND A HYATT PLACE HOTEL

WHEREAS, the successful attraction of new businesses in the City of Westminster provides increased revenue for citizen services and is therefore an important public purpose; and

WHEREAS, it is important for the City of Westminster to remain competitive with other local governments in creating assistance for new businesses to locate in the City; and

WHEREAS, The White Etkin Church Ranch Hotel Company I, LLC, and White Etkin Church Ranch Hotel Company III, LLC are moving forward with the construction of the Full Service Marriott Hotel prior to the October 1, 2012 deadline but cannot build the Hyatt Place Hotel prior to the October 1, 2012; and

WHEREAS, The Church Ranch Companies have requested an extension of the start of construction deadline for only the Hyatt Place Hotel; and

WHEREAS, the City approved the 2009 Amended and Restated Business Assistance Agreement for The Marriott Hotel and the Hyatt Place Hotel on September 30, 2009; and

WHEREAS, the proposed Second Amendment to the 2009 Amended and Restated Business Assistance Agreement between the City and the White Etkin Church Ranch Hotel Company I, LLC, and White Etkin Church Ranch Hotel Company III, LLC, is attached hereto as Exhibit A and incorporated herein by this reference.

NOW, THEREFORE, pursuant to the terms of the Constitution of the State of Colorado, the Charter and ordinances of the City of Westminster, and Resolution No. 53, Series of 1988:

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Manager of the City of Westminster is hereby authorized to enter into the Second Amendment to the 2009 Amended and Restated Business Assistance Agreement between the City and the White Etkin Church Ranch Hotel Company I, LLC, and White Etkin Church Ranch Hotel Company III, LLC in substantially the same form as the one attached as Exhibit A, and upon execution of the Agreement 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 12th day of December, 2011.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 9th day of January, 2012.

ATTEST:

_____
Mayor

APPROVED AS TO LEGAL FORM:

_____ _____
City Clerk City Attorney's Office

SECOND AMENDMENT TO THE
2009 AMENDED AND RESTATED BUSINESS ASSISTANCE AGREEMENT FOR THE COOPERATIVE DEVELOPMENT AND CONSTRUCTION OF A FULL SERVICE MARRIOTT HOTEL AND A HYATT PLACE HOTEL

This Second Amendment to the 2009 Agreement (the "Second Amendment") is made and entered into this _____day of _____, 2011 by and between the CITY OF WESTMINSTER, a Colorado home-rule municipality ("City"), WHITE ETKIN CHURCH RANCH HOTEL COMPANY I LLC, an Indiana limited liability company ("WE I"), and WHITE ETKIN CHURCH RANCH HOTEL COMPANY III LLC, an Indiana limited liability company ("WE III").

WHEREAS, WE I, WE III and the City entered into the 2009 Amended and Restated Business Assistance Agreement for the Cooperative Development and Construction of a Full Service Marriott Hotel and a Hyatt Place Hotel, dated September 30, 2009 (the "2009 Agreement"); and

WHEREAS, the 2009 Agreement has a commencement of construction date of March 1, 2011, for the Marriott Hotel and Hyatt Place Hotel; and

WHEREAS, the 2009 Agreement was amended by the parties on February 28, 2011, for the purpose of amending the construction and completion dates and initiation of operations of the Marriott Hotel and Hyatt Place Hotel ("First Amendment").

WHEREAS, the parties now desire to amend the construction commencement and completion dates and initiation of operations of the Hyatt Place Hotel.

NOW THEREFORE, the Parties agree as follows:

1. Section 3.10.1 of the 2009 Agreement and the First Amendment is amended to read as follows:

   This Assistance Agreement shall terminate and become void and of no force or effect upon the City as to the Marriott Hotel if (1) WE I fails to commence construction of the Marriott Hotel on or before October 1, 2012, or, (2) WE I and has not completed construction and initiated operation of the Marriott Hotel by October 1, 2014. This Assistance Agreement shall terminate and become void and of no force or effect upon the City as to the Hyatt Place Hotel if (1) WE I has not satisfied both the prior noted conditions relative to the Marriott Hotel, or (2) WE III fails to commence construction of the Hyatt Place Hotel on or before October 1, 2014, or (3)) WE III fails to complete construction and initiate operation of the Hyatt Place Hotel by October 1, 2016. In addition, in the event WE I or WE III, at any time prior to completing their respective Projects, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator, liquidator of all or a substantial part of their respective assets; or, a petition of relief is filed by either WE I or WE III under federal bankruptcy, insolvency, or similar laws; or, a petition in a proceeding under any

bankruptcy, insolvency, or similar laws is filed against either WE I or WE III and not dismissed within sixty (60) days, then in that event this Assistance Agreement shall terminate and become void and of no force or effect with respect to the Marriott Hotel and the Hyatt Place Hotel, if any of the foregoing described actions are taken by or on behalf of WE I. If any of the foregoing described actions are taken by or on behalf of WE III, this Assistance agreement shall become void and of no force and effect with respect to the Hyatt Place Hotel, and any assistance received previously for the Hyatt Place Hotel shall be refunded to the City within sixty (60) days of written request by the City.

2. The first paragraph of Section 3.10.3 of the 2009 Agreement and the First Amendment is amended to read as follows:

   If WE I fails to commence construction of the Marriott Hotel on or before **October 1, 2012**, WE I agrees to (i) transfer to City its interests in Lot 1 and Tract B of the Final Plat free and clear of liens and encumbrances, except for the then current property taxes and (ii) transfer to City its interest in any and all plans, specifications or drawings for the Marriott Hotel. If WE III fails to commence construction of the Hyatt Place Hotel on or before October 1, 2014, WE III agrees to (i) transfer to City its interest in Lot 2 of the Final Plat free and clear of liens and encumbrances, except for the then current property taxes and (ii) transfer to City its interest in any and all plans, specifications or drawings for the Hyatt Place Hotel. In addition, Church Ranch Hotel Company I LLC and/or WE I agree to pay the City additional applicable non-refundable extension fees upon City Council approval of this Second Amendment per the following schedule:

3. A new subsection 3.10.3 (viii) is added to the 2009 Agreement and the First Amendment to read as follows:

   Ninth extension payment of $50,000.00 shall be paid to City by either Church Ranch Hotel Company I LLC, WE I or WE III on or before December 15, 2011. The total of $425,000.00 shall be non-refundable but shall be applied as a credit to the Tap Fees due and payable by WE I pursuant to this Agreement if construction of the Marriott Hotel commences before October 1, 2012.

4. Except as amended above, all terms and conditions of the 2009 Agreement and the First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be effective on the day and year first above written.

[signatures are on the following pages of this Second Amendment]

CITY OF WESTMINSTER, a
Colorado home-rule municipality ("City")

By: _____
J. Brent McFall, City Manager

ATTEST:

By: _____
Linda Yeager, City Clerk

Adopted by City Ordinance No. _____**WHITE ETKIN CHURCH RANCH HOTEL COMPANY I LLC,**
an Indiana limited liability company ("WE I")

BY: BW Westminster, LLC, an Indiana limited liability company, Manager

By: White Lodging Services Corporation, an Indiana corporation, Manager

By: _____
Lawrence E. Burnell
Chief Operating Officer

ATTEST:

By: _____
Printed Name: _____
Title: _____

BY: Church Ranch Hotel Company I, LLC, a Colorado limited liability company, Manager

By: Church Ranch Land Company, LLC, a Colorado limited liability company, Manager

By: Etkin Church Ranch Land Company, LLC, a Colorado limited liability company, Manager

By: _____
Bruce H. Etkin, Manager

ATTEST:

By: _____
Printed Name: _____
Title:_____

BY: Pappilon Church Ranch Land Company, LLC, a
Colorado limited liability company, Manager

By: _____
Gregg A. Bradbury, Manager

ATTEST:

By: _____
Printed Name: _____
Title: _____

By: _____
Charles C. McKay, Manager

ATTEST:

By: _____
Printed Name: _____
Title: _____

WHITE ETKIN CHURCH RANCH HOTEL COMPANY III LLC,
an Indiana limited liability company ("WE III")

BY: BW Westminster, LLC, an Indiana limited
liability company, Manager

By: White Lodging Services Corporation,
an Indiana corporation, Manager

By: _____
Lawrence E. Burnell
Chief Operating Officer

ATTEST:

By: _____
Printed Name: _____
Title: _____

BY: Church Ranch Hotel Company I, LLC, a
Colorado limited liability company, Manager

By: Church Ranch Land Company, LLC, a
Colorado limited liability company, Manager

By: Etkin Church Ranch Land Company, LLC, a
Colorado limited liability company, Manager

By: _____
Bruce H. Etkin, Manager

ATTEST:

By: _____
Printed Name: _____
Title:_____

BY: Pappilon Church Ranch Land Company, LLC, a
Colorado limited liability company, Manager

By: _____
Gregg A. Bradbury, Manager

ATTEST:

By: _____
Printed Name: _____
Title: _____

By: _____
Charles C. McKay, Manager

ATTEST:

By: _____
Printed Name: _____
Title: _____

WESTMINSTER

Agenda Item 11 A

Agenda Memorandum

City Council Meeting
December 12, 2011

SUBJECT: Second Reading of Amended 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
Marty McCullough, City Attorney
Barbara Opie, Budget & Special Projects Manager

Recommended City Council Action

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

Summary Statement

- City Council action passed Councillor's Bill No. 42 on first reading that authorized the City Manager to execute an Intergovernmental Agreement (IGA) with the Regional Transportation District (RTD) for the construction of the Westminster Rail Station Project. The 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.

- Staff continues to work out the final details of the IGA with RTD staff. The final numbers associated with the change order dollar amount defined under the "RTD Funding" as well as the amount associated with the "RTD O&M Costs" are not complete as of second reading. Staff is requesting permission to execute the IGA in substantially the same form as the one attached to the November 28, 2011, agenda memorandum and Councillor's Bill, including such changes that may be approved prior to its execution to the extent that the changes do not negatively affect the City's financial obligations. The RTD Funding will not reduce below $3 million from the construction change order and the RTD O&M Costs will not reduce below the $899,830 for

operation and maintenance over a 28 year period. The RTD Lease payments for City-built and maintained facilities will be capped at approximately $899,830 for the term of the 28 year period in which DTP serves as the Concessionaire for the FasTracks program, rather than a pro rata share of the cost of the operations, maintenance and capital repairs to the parking facility as originally noted in the November 28 agenda memorandum. This cap does allow for indexing based on the consumer price index that will commence in 2017 pursuant to the RTD/DTP Concessionaire contract escalator. Consistent with RTD negotiations throughout this process, RTD will pay the City only what was originally included within the Base Plan. RTD and the City are still in negotiations with DTP concerning these initial estimates from DTP and City Staff is seeking authority to approve a final agreement with different numbers as long as these final numbers are not less than these initial estimates.

- Changes were made between first and second reading to the attached Councillor's Bill. The amended Councillor's Bill permits Staff to execute a final form of IGA once RTD and the City receive final cost figures from RTD's concessionaire, DTP, on the value of the change order that the City will receive for constructing the City portion of this Project, as well as the amount of operation and maintenance cost that the City will receive from RTD for maintaining RTD's designated spaces in the parking facility as long as the changes do not decrease RTD's funding commitments to this Project.

- This Councillor's Bill passed on first reading on November 28, 2011.

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

Respectfully submitted,

J. Brent McFall
City Manager

Attachment – Ordinance

BY AUTHORITY

ORDINANCE NO. COUNCILLOR'S BILL NO. **42**

SERIES OF 2011 INTRODUCED BY COUNCILLORS
Major - Winter

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 decrease RTD's funding commitments to this Project, 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 AS AMENDED 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

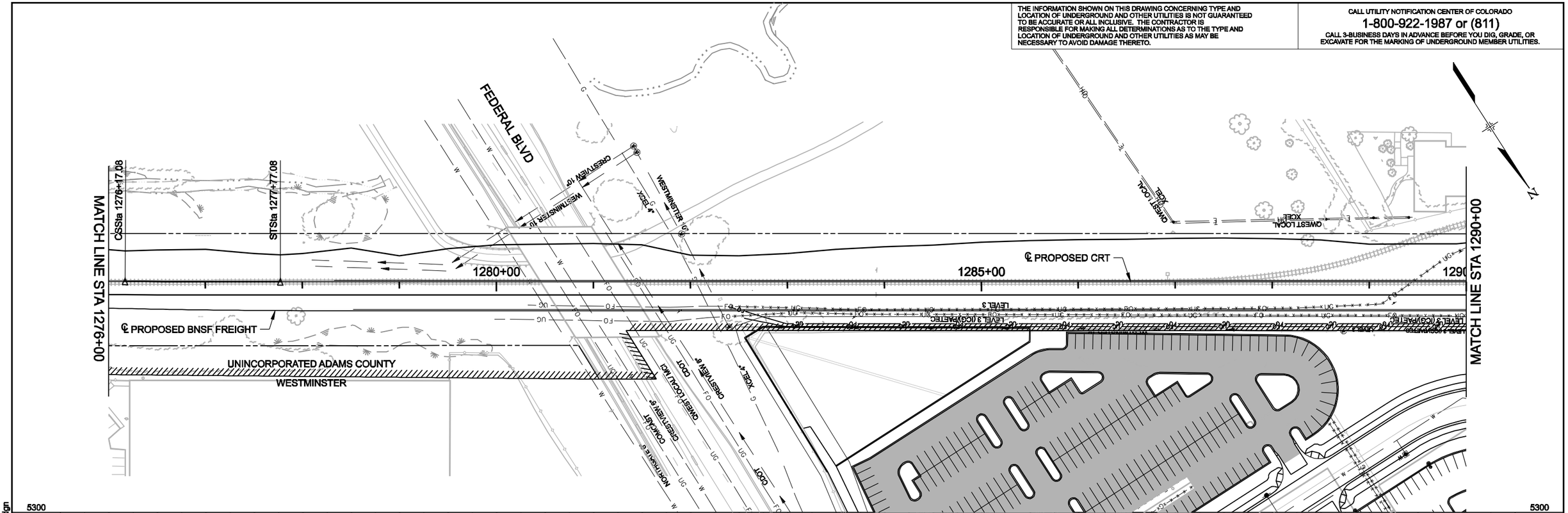
		• Maintain and perform capital replacement of the Platform (including ramps and stairs) as required by and in accordance with the Concession Agreement
PEDESTRIAN UNDERPASS AND PEDESTRIAN UNDERPASS INTERFACE		
• None	• Maintain the property upon which the Pedestrian Underpass and Pedestrian Underpass 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

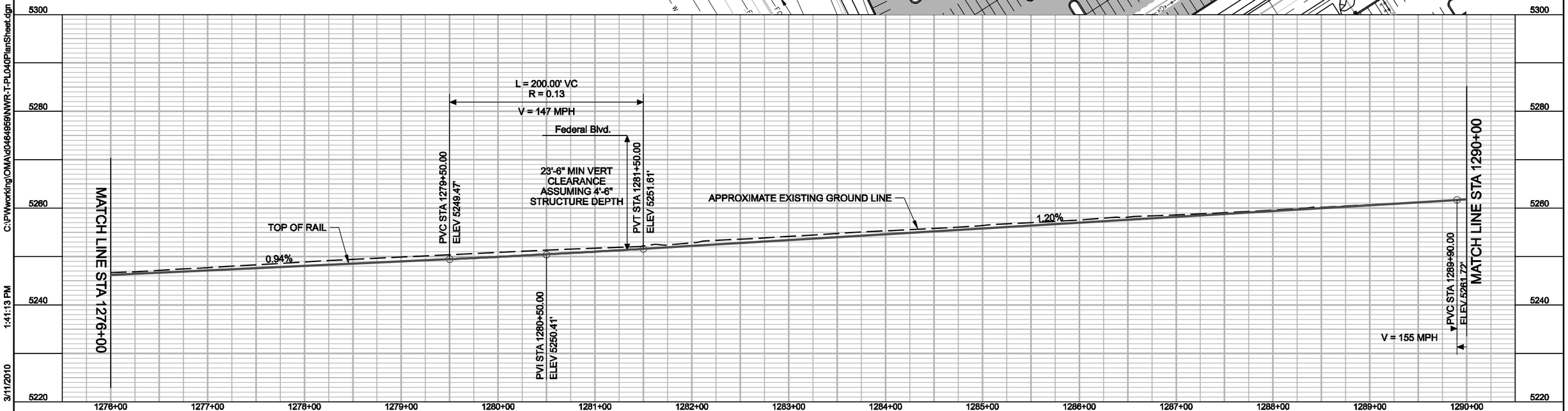
EXHIBIT A

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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DENVER TRANSIT PARTNERS

PROPOSAL SUBMITTAL

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

NORTHWEST RAIL ELECTRIFIED SEGMENT TRACK

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

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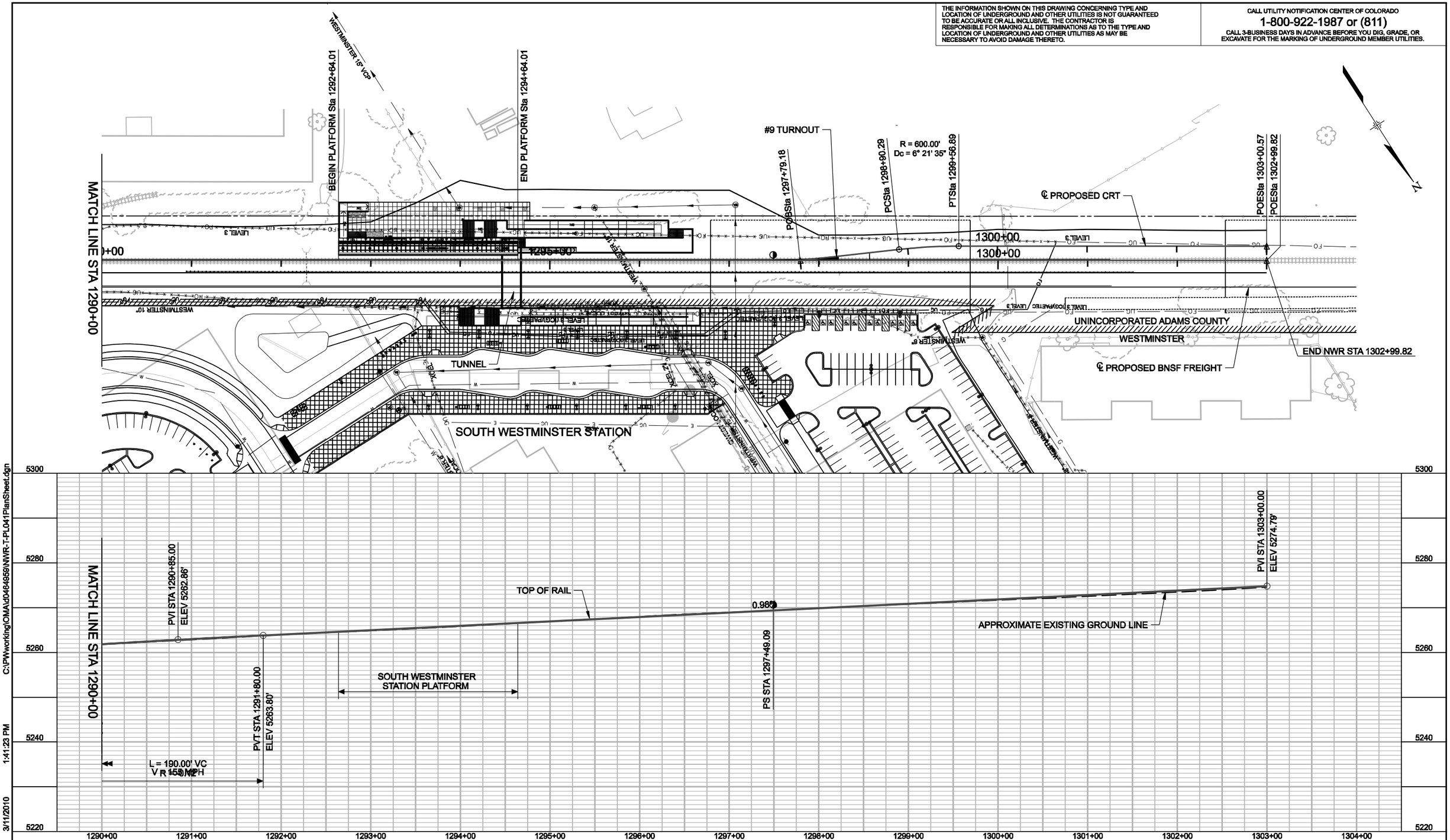

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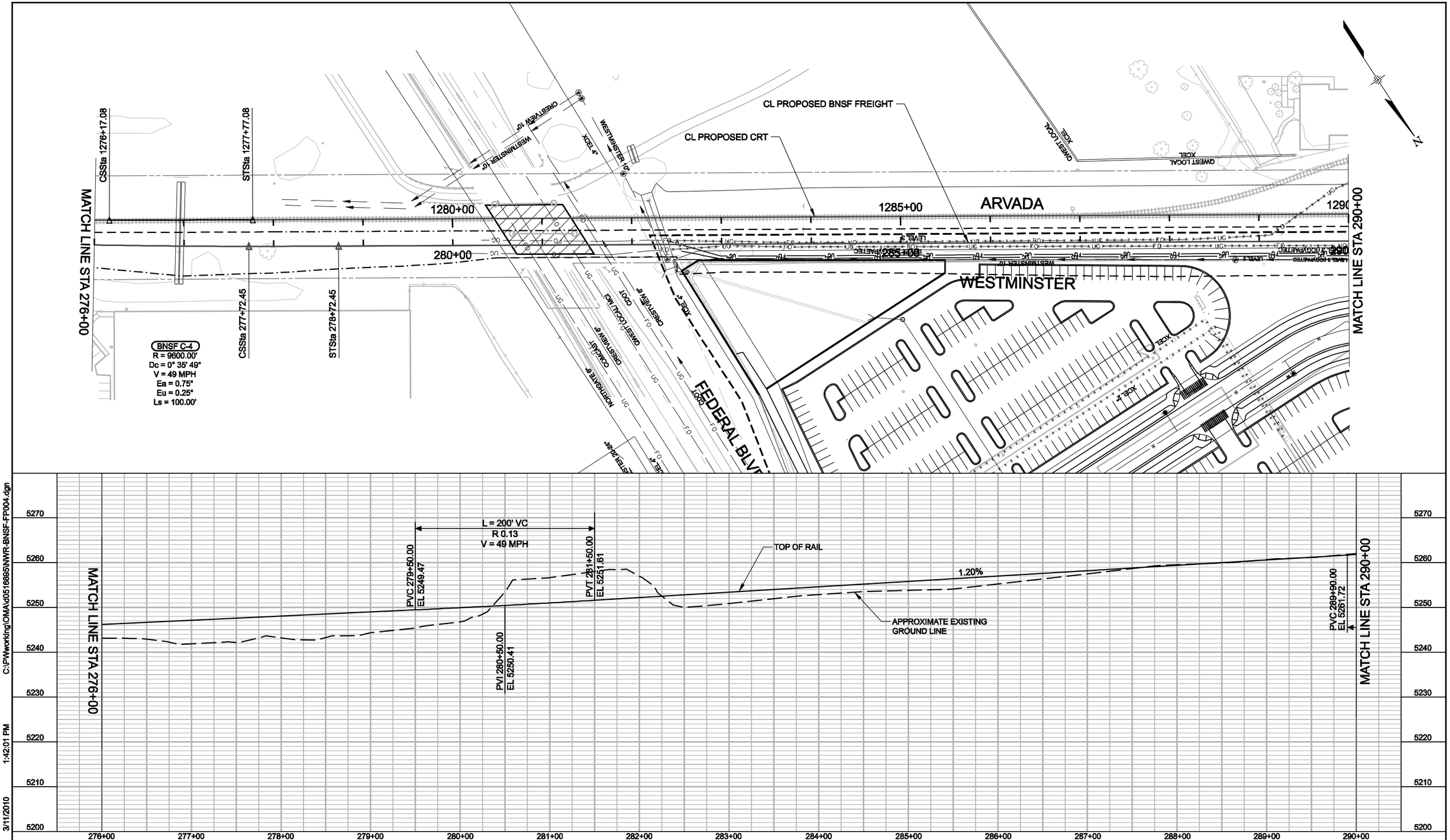

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NORTHWEST RAIL ELECTRIFIED SEGMENT
BNSF TRACK

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

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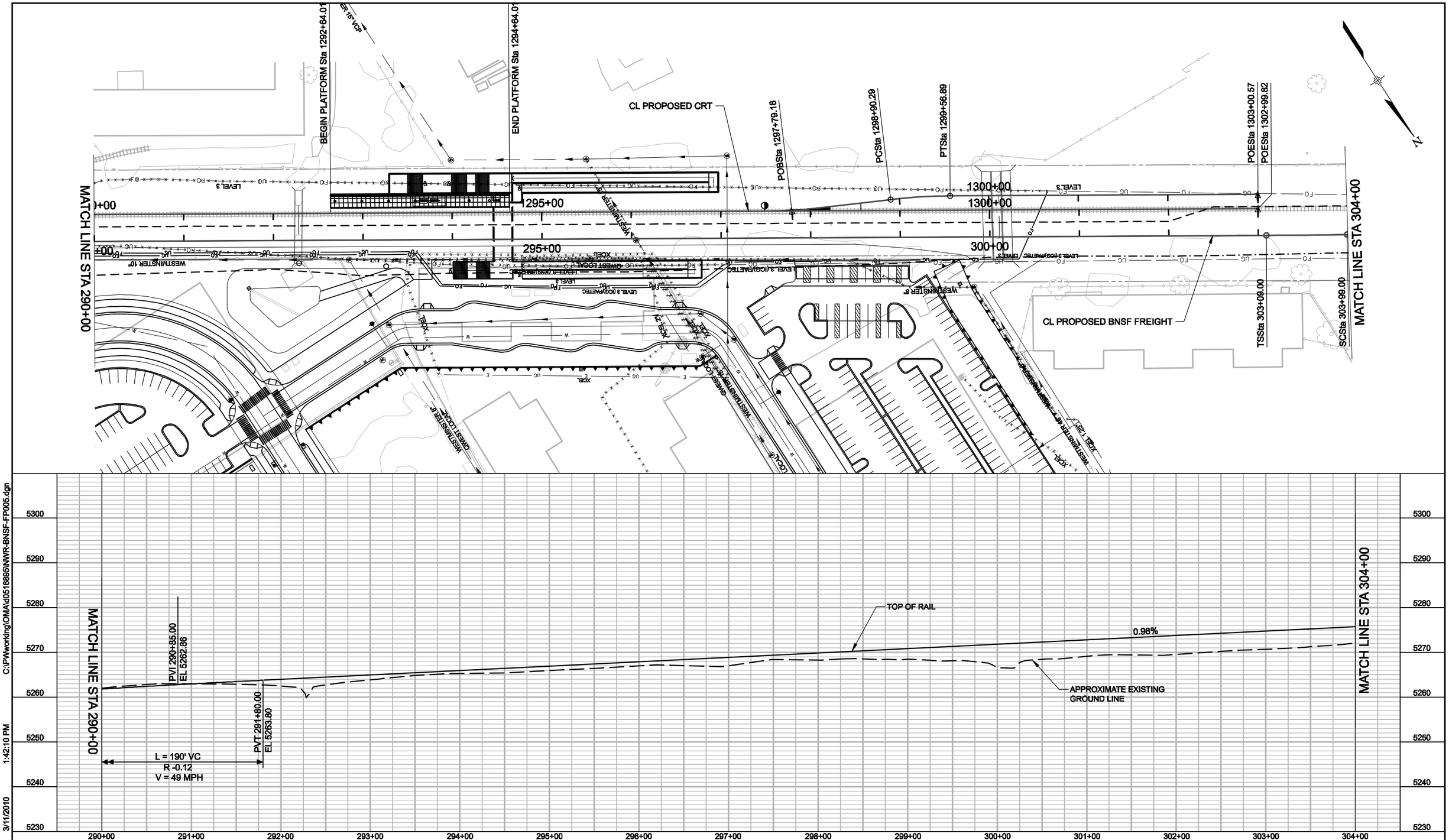

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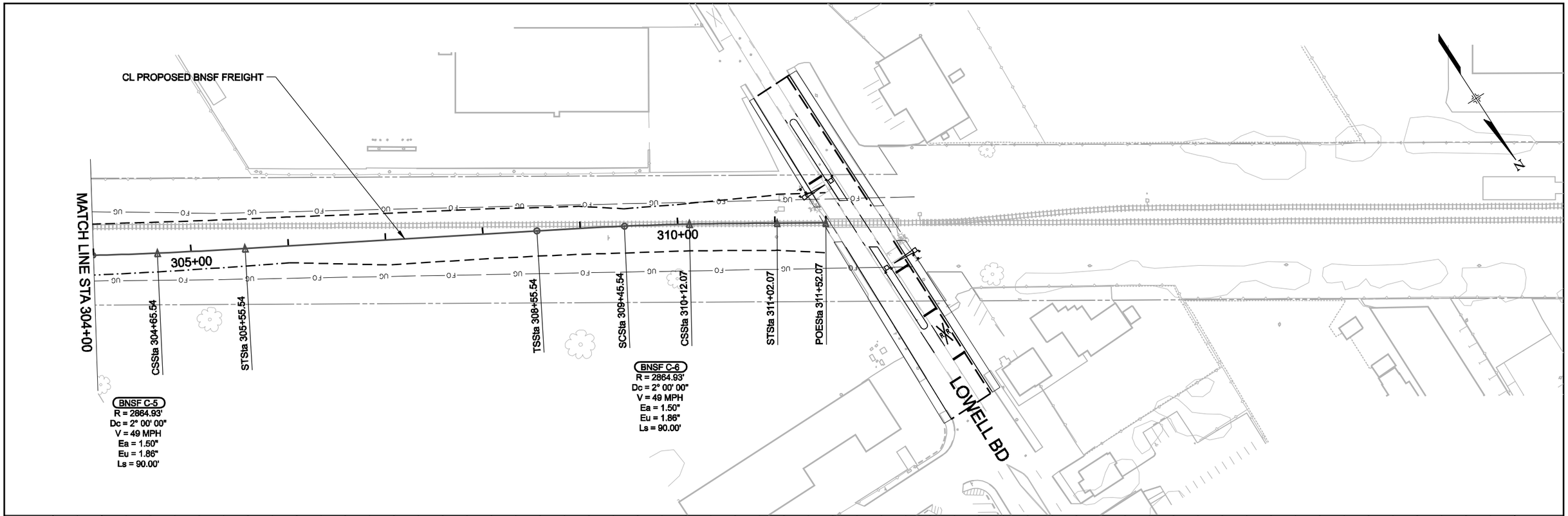

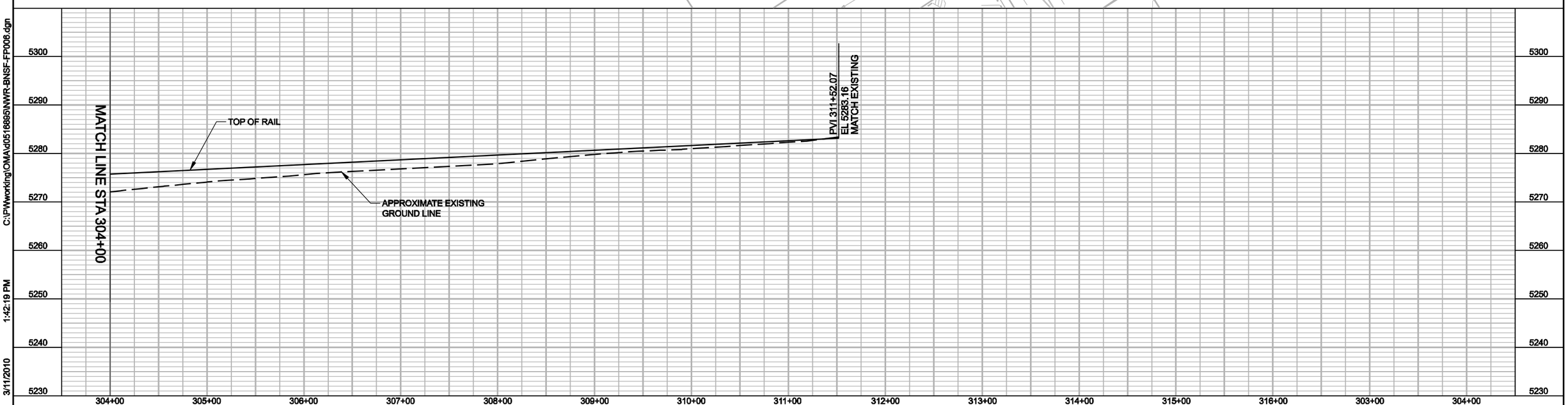

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1-800-922-1987 or (811)
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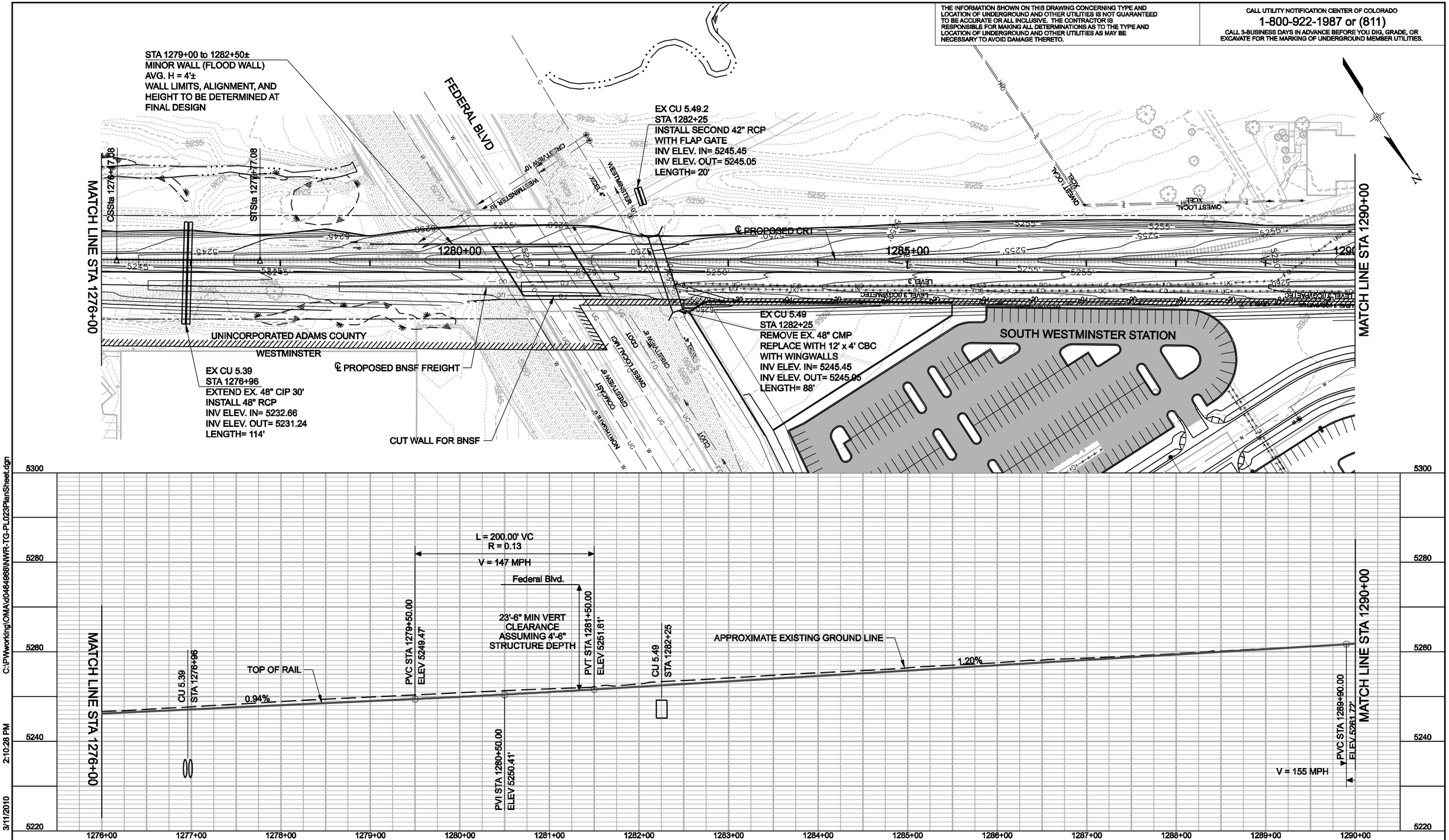

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DENVER TRANSIT PARTNERS

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NORTHWEST RAIL ELECTRIFIED SEGMENT GRADING AND DRAINAGE

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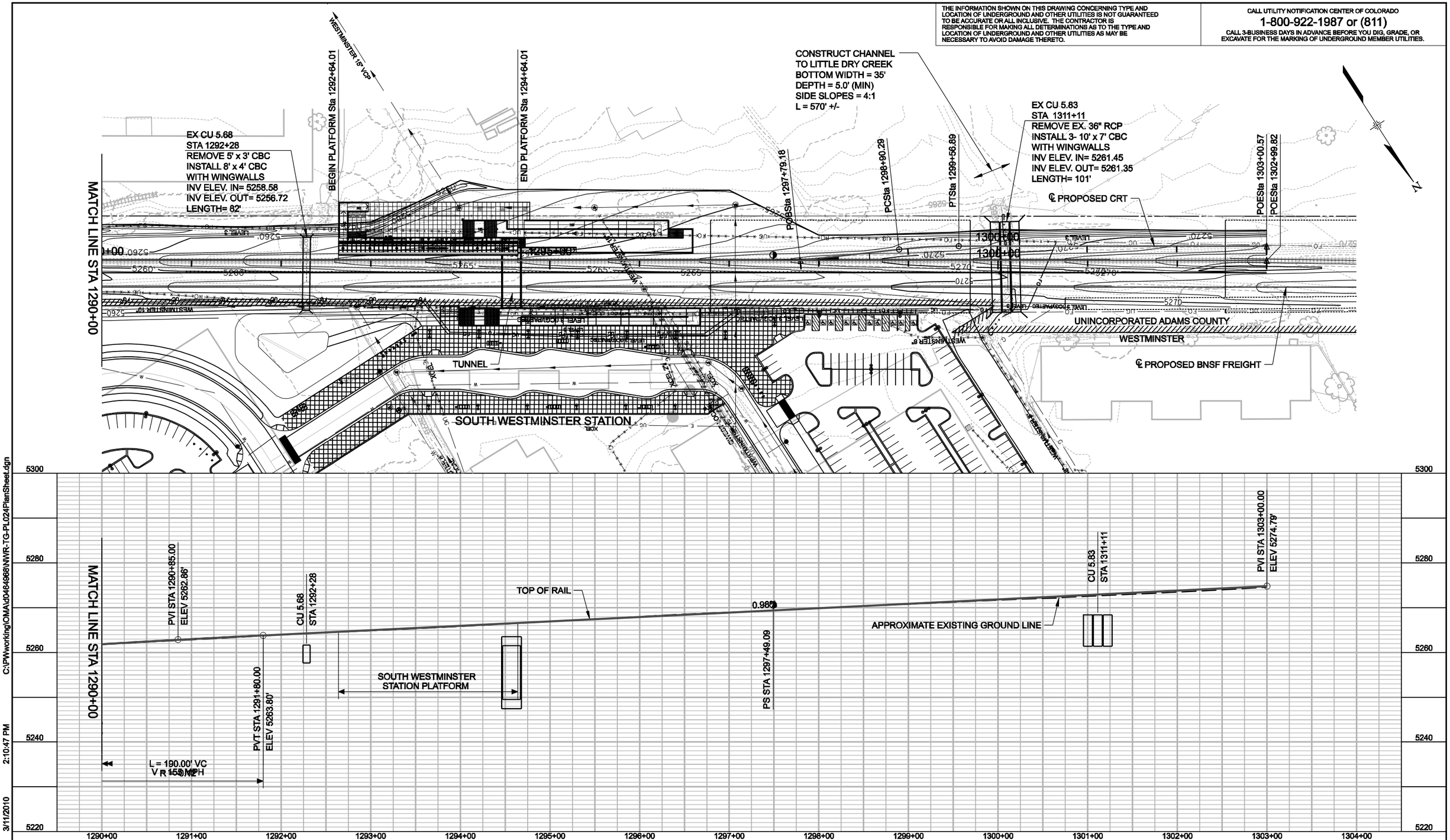

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NORTHWEST RAIL ELECTRIFIED SEGMENT GRADING AND DRAINAGE

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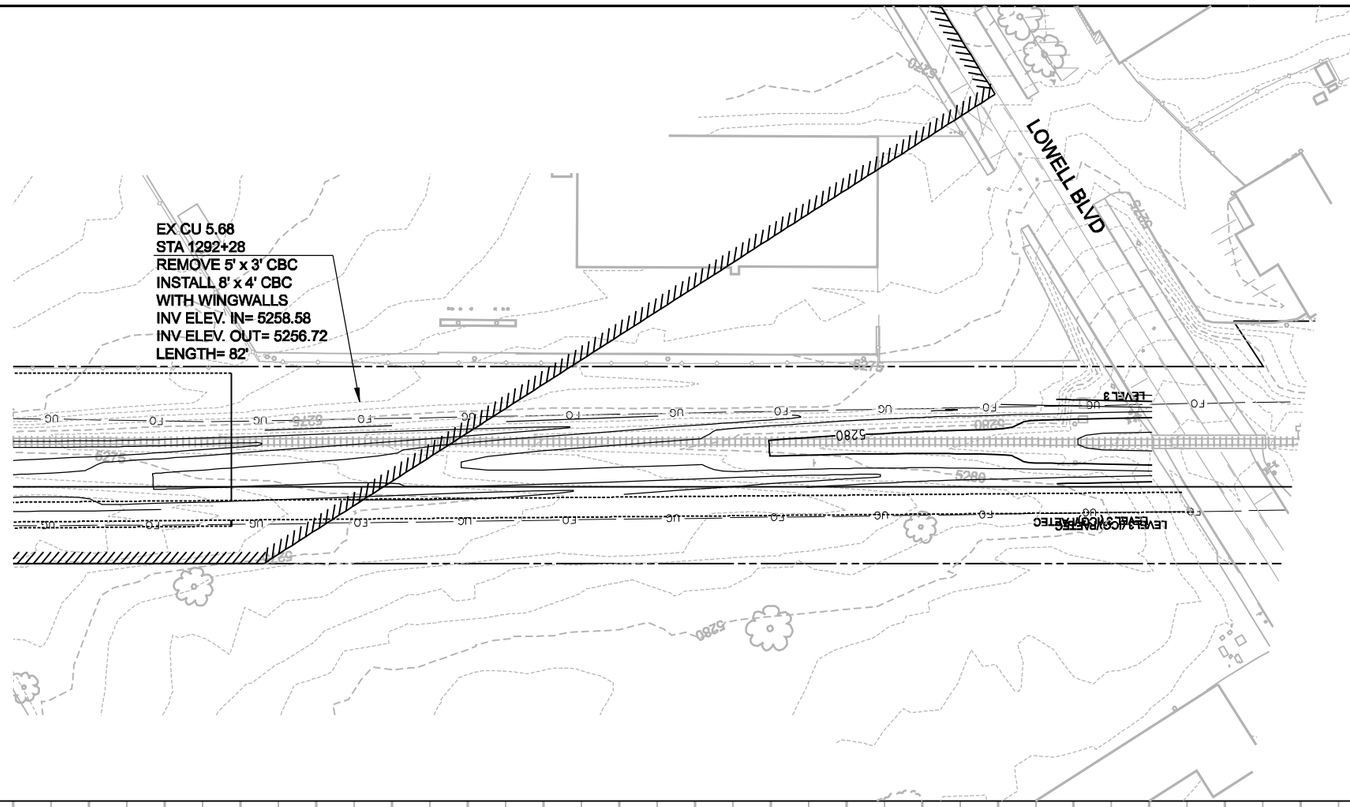
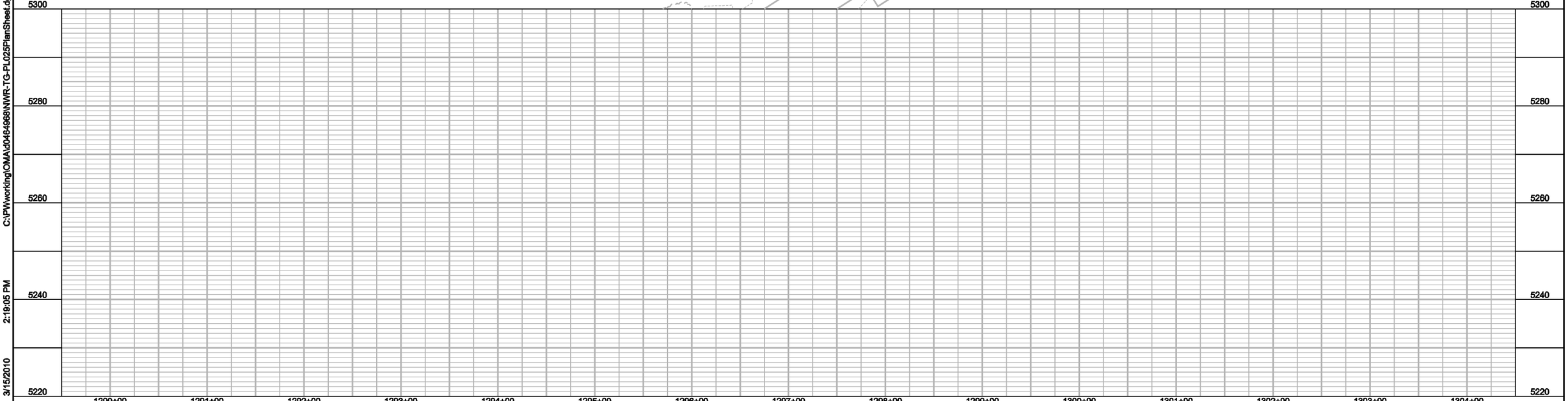
CALL 3-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.





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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

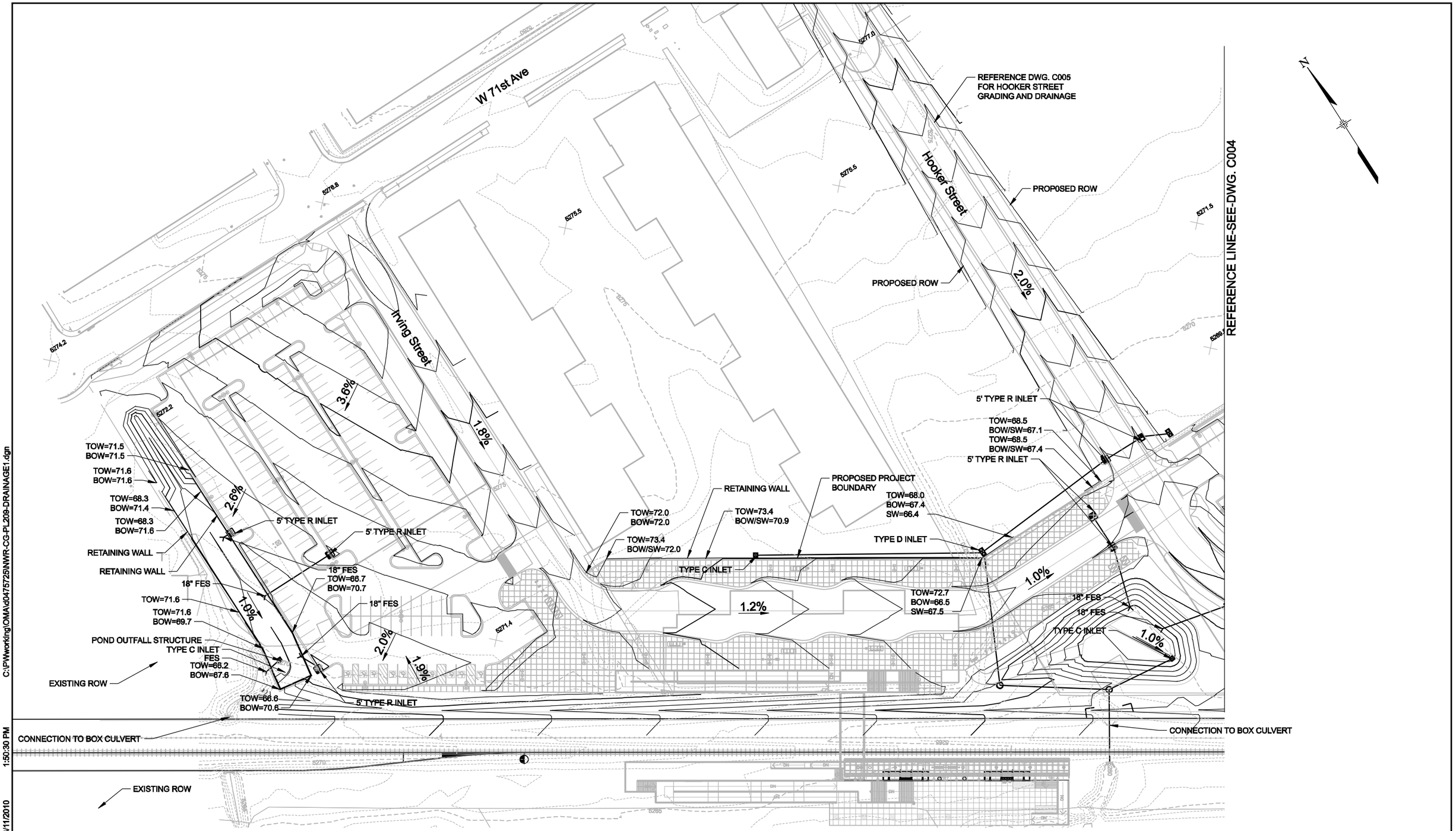
PROPOSAL SUBMITTAL

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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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

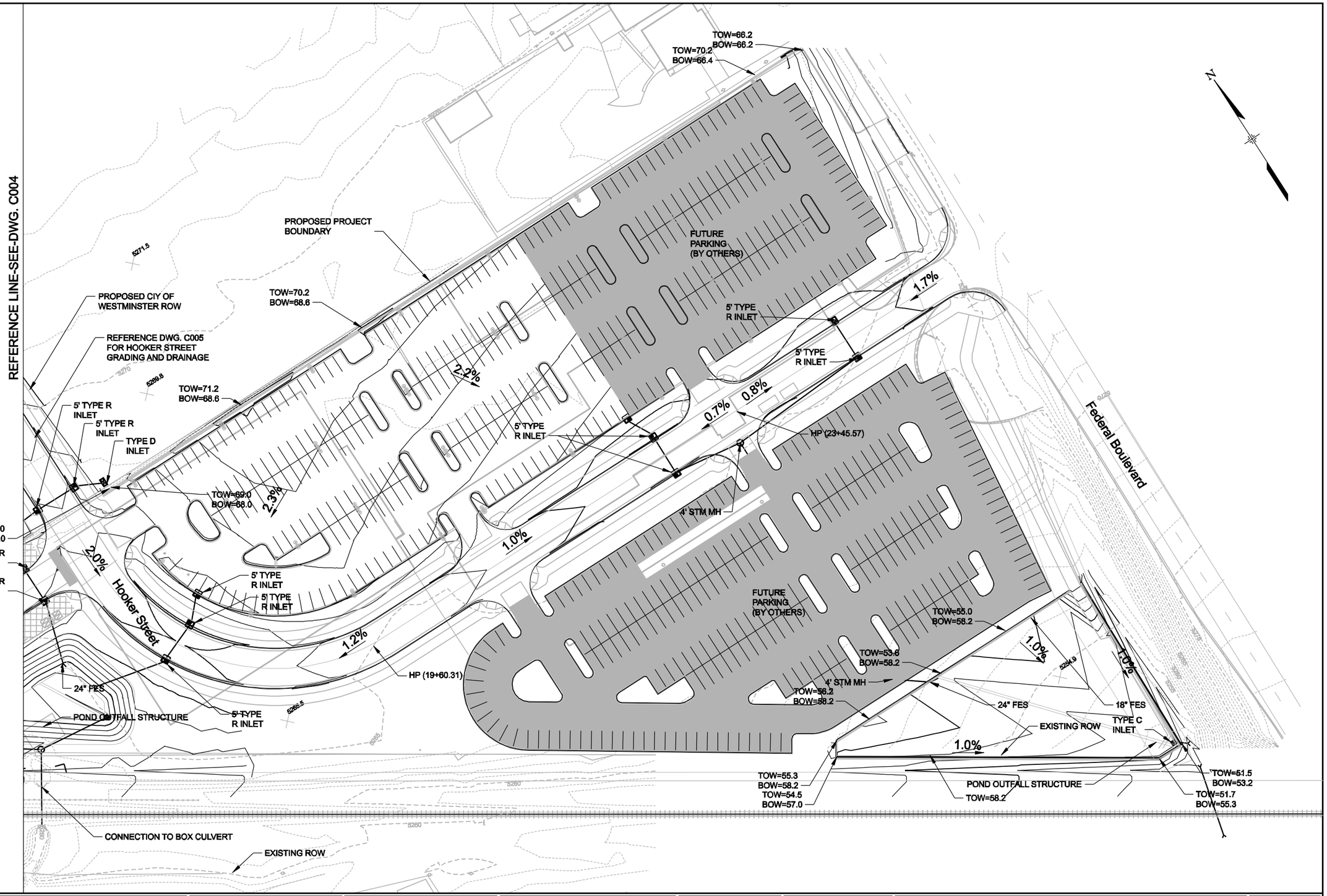
PROPOSAL SUBMITTAL

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



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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

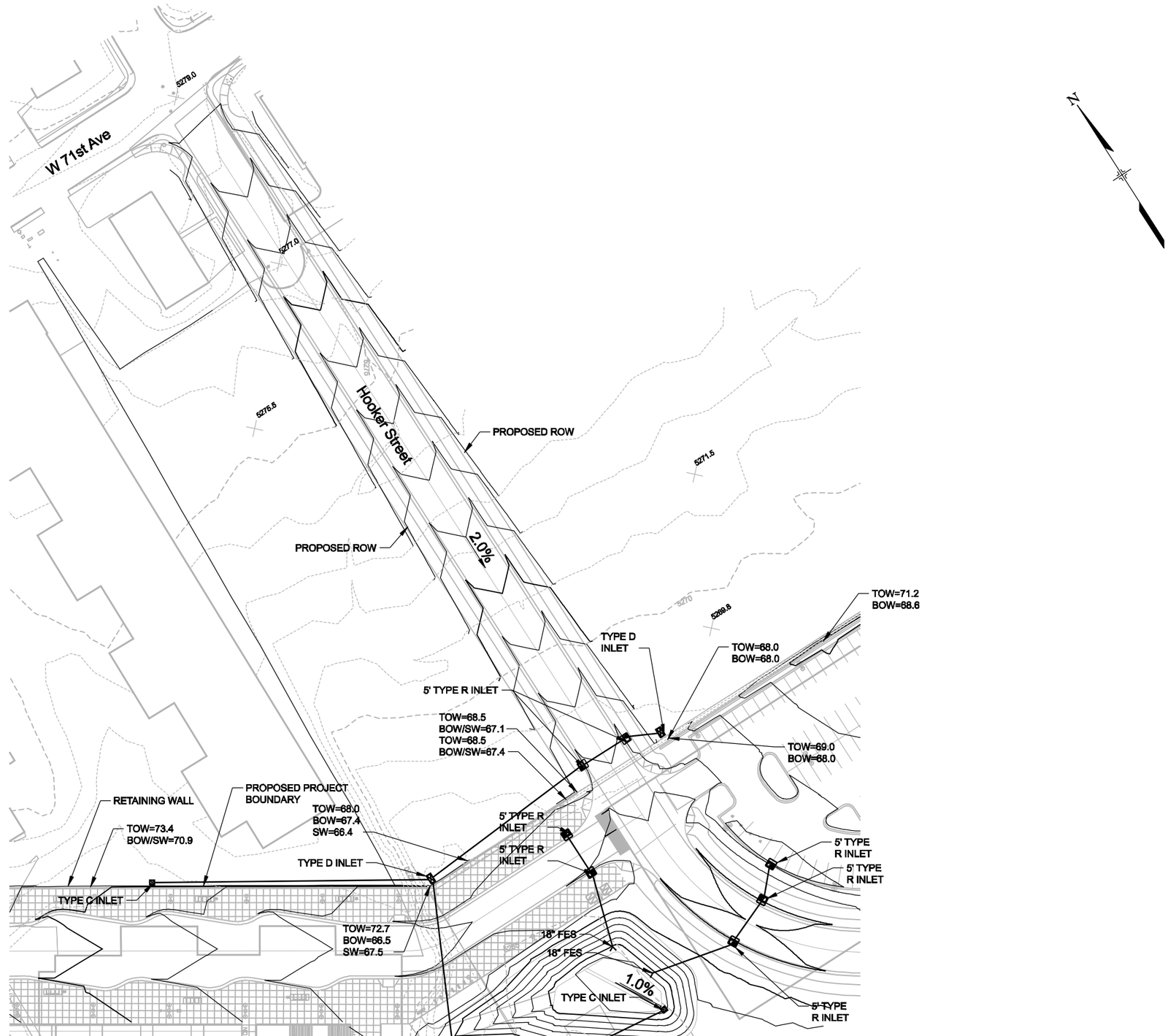
PROPOSAL SUBMITTAL

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

NORTHWEST RAIL ELECTRIFIED SEGMENT SOUTH WESTMINSTER

GRADING AND DRAINAGE PLAN II

SHEET REFERENCE NUMBER:
CG-210



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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

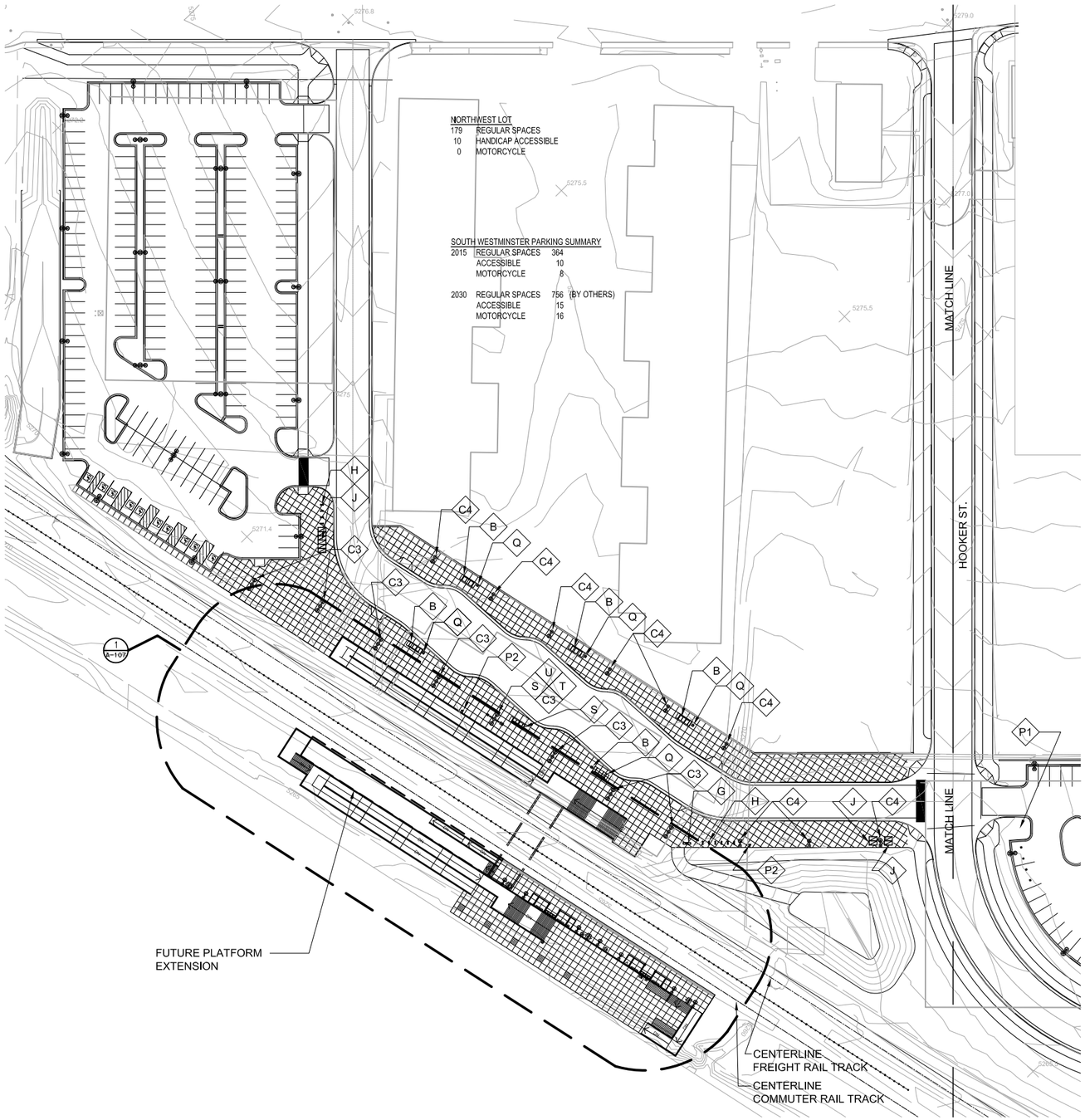
PROPOSAL SUBMITTAL

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

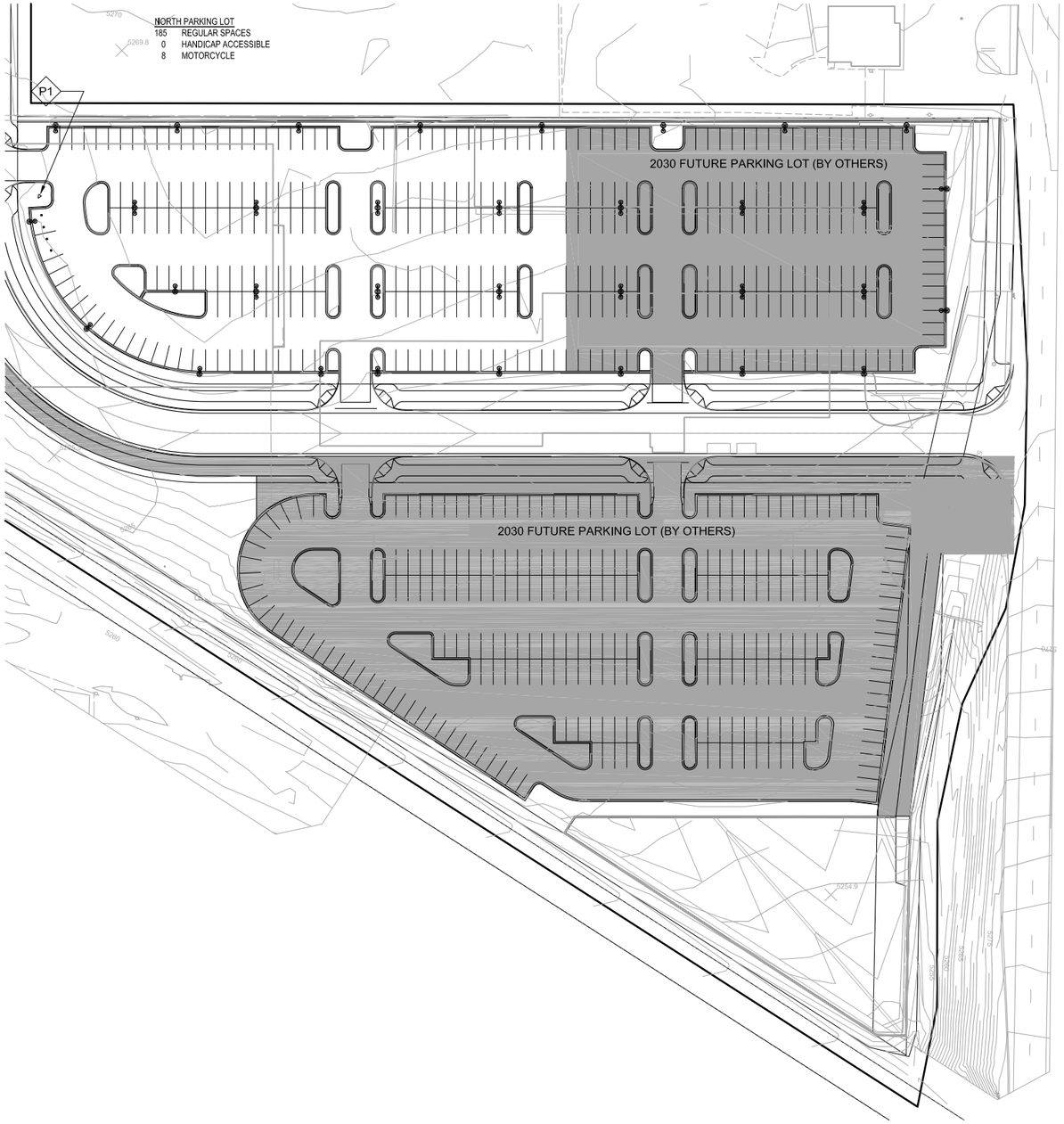
RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

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

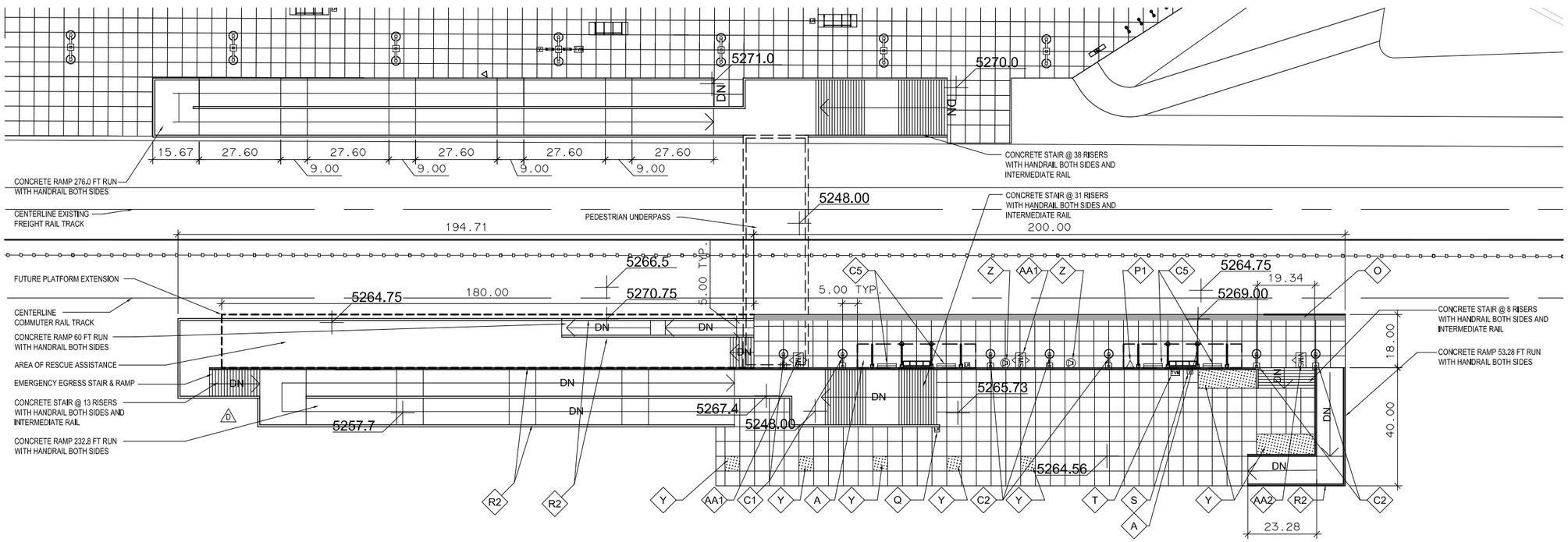
RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

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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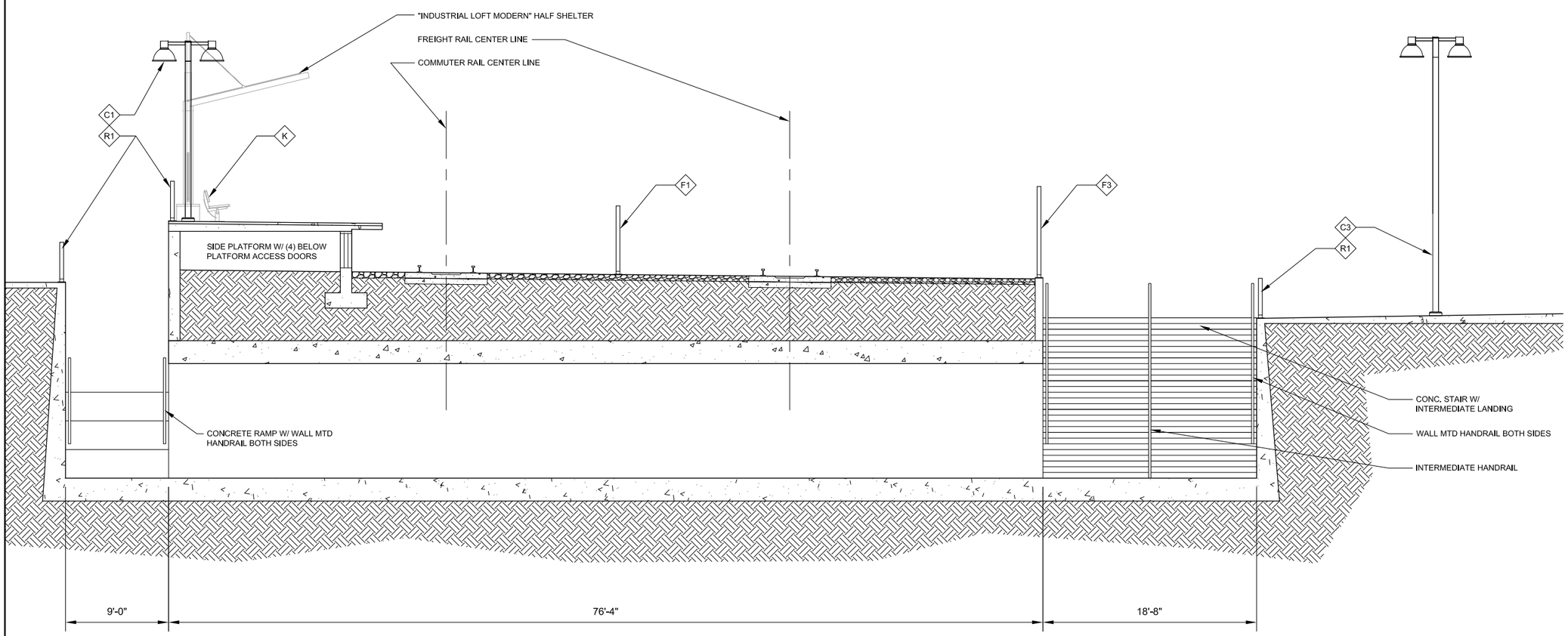


1 PLATFORM CROSS SECTION

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

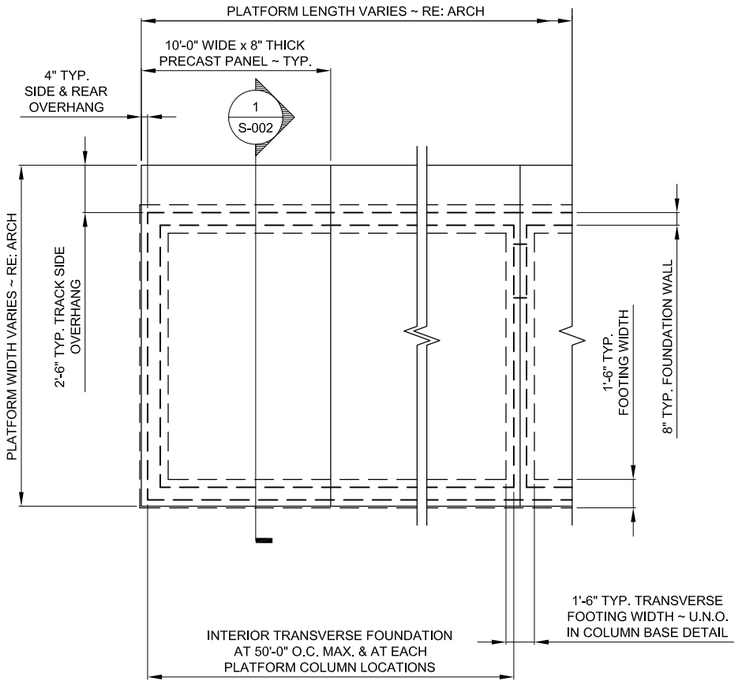
RTD FASTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

NORTHWEST RAIL ELECTRIFIED SEGMENT

ARCHITECTURAL
SOUTH WESTMINSTER STATION - PLATFORM SECTION

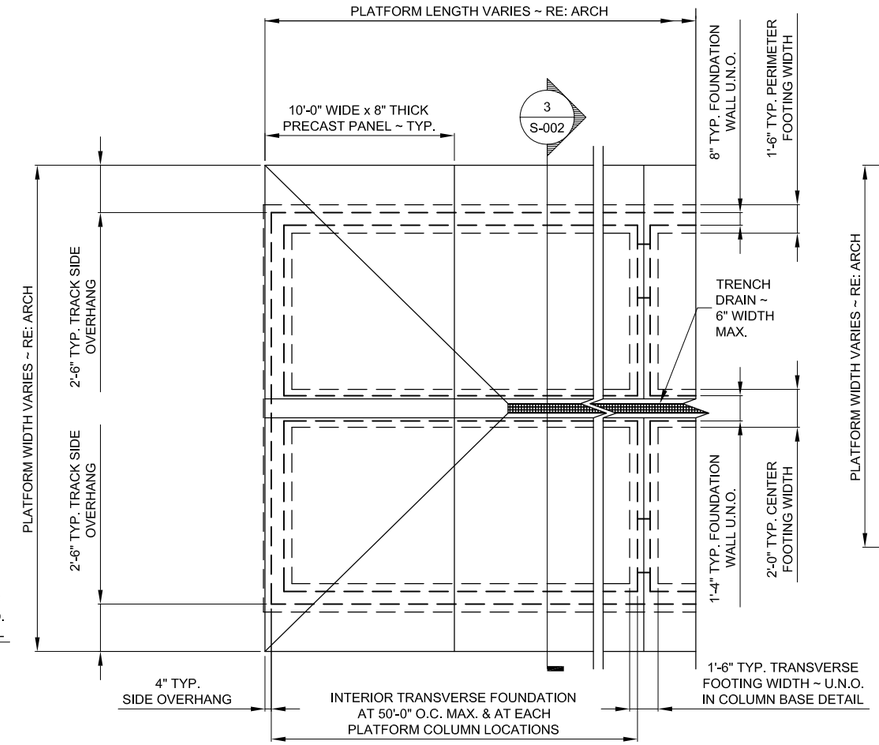
SHEET REFERENCE NUMBER:
A-113

USER: 03/12/2010 - 11:47am J:\27212_RTD Eagle P3\5.9 Drawings\59arch\layouts\P3A1254-xs_westminster.dwg



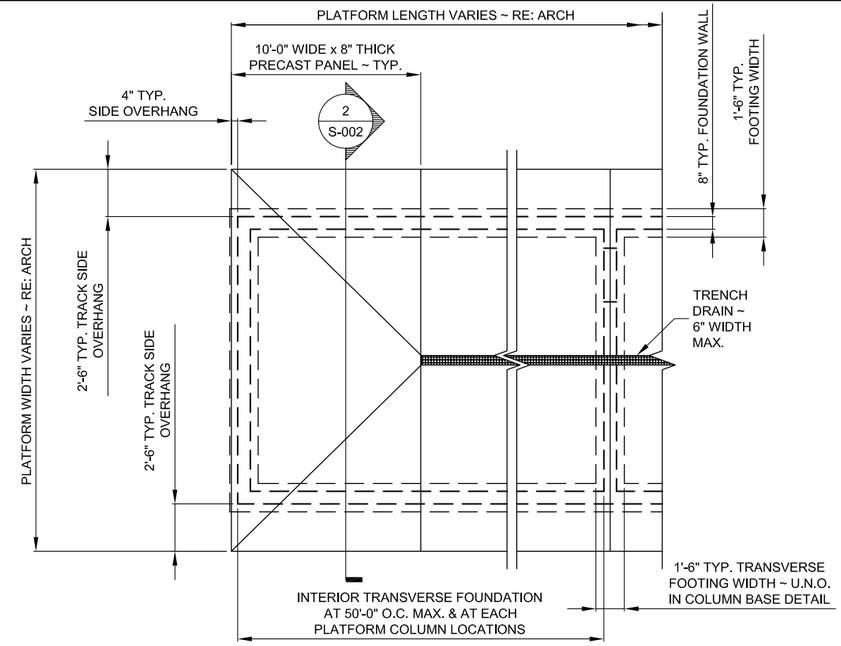
1 TYPICAL SIDE PLATFORM PLAN

1/4" = 1'-0



2 CENTER PLATFORM (TYPE 1) PLAN

1/4" = 1'-0



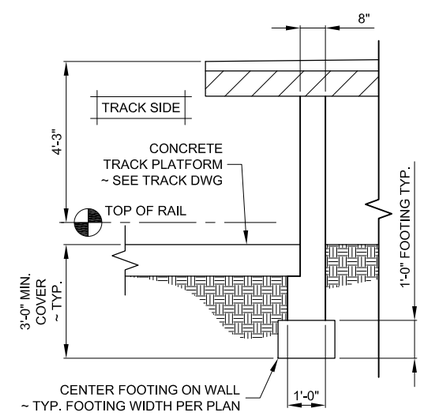
3 CENTER PLATFORM (TYPE 2) PLAN

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

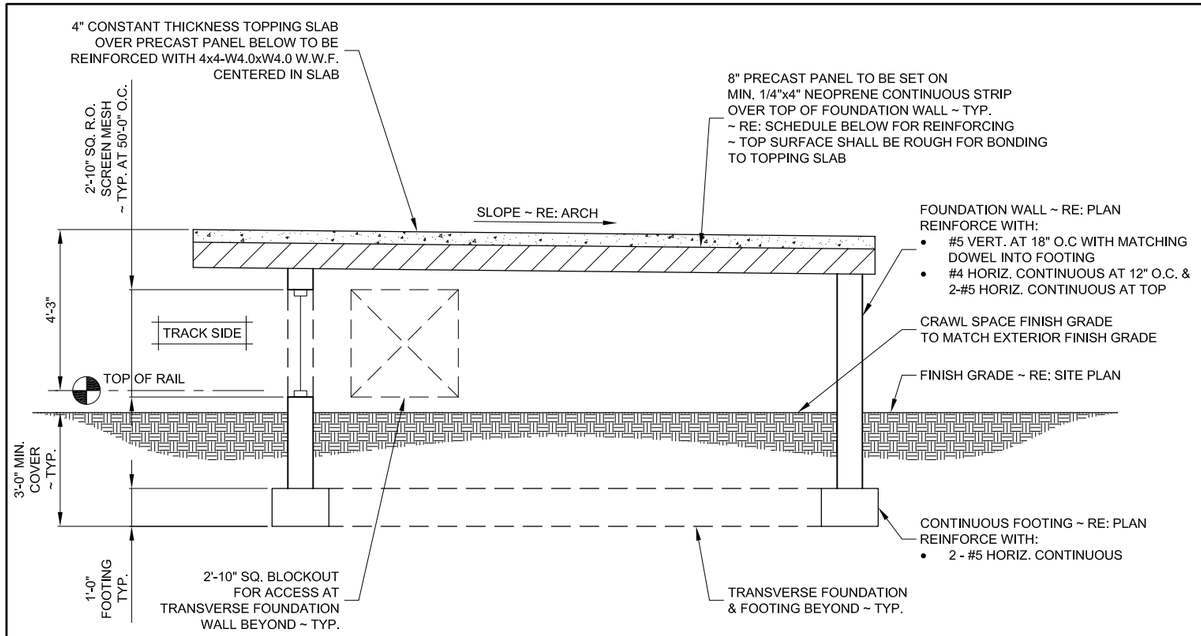
PROPOSAL SUBMITTAL

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

NORTHWEST RAIL CORRIDOR

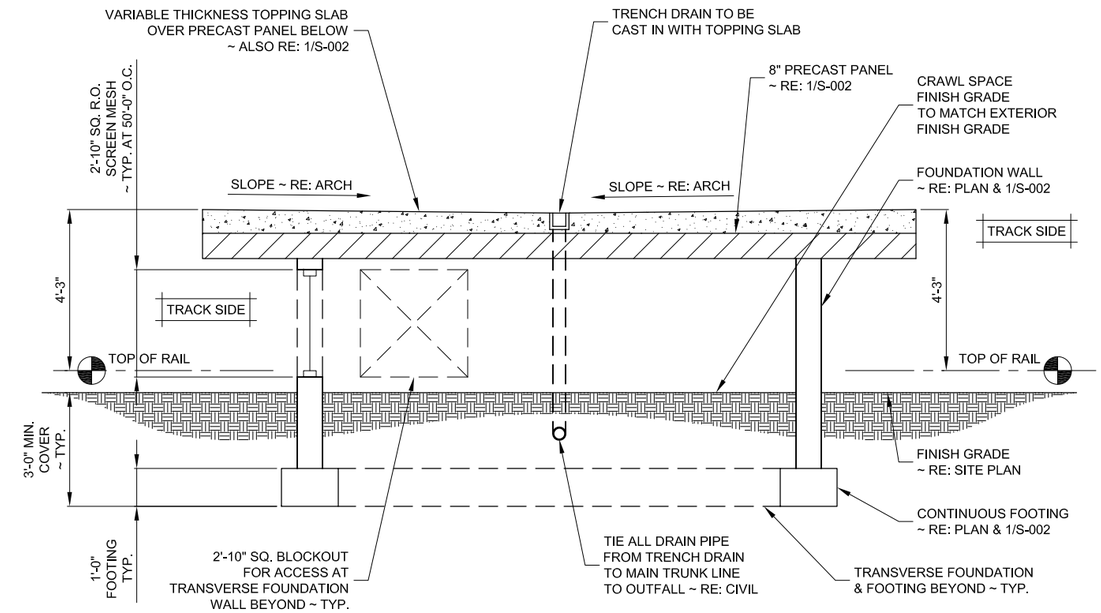
STATIONS STRUCTURAL
TYPICAL PLATFORM PLANS, SCHEDULES & DETAIL

SHEET REFERENCE NUMBER:
S-001



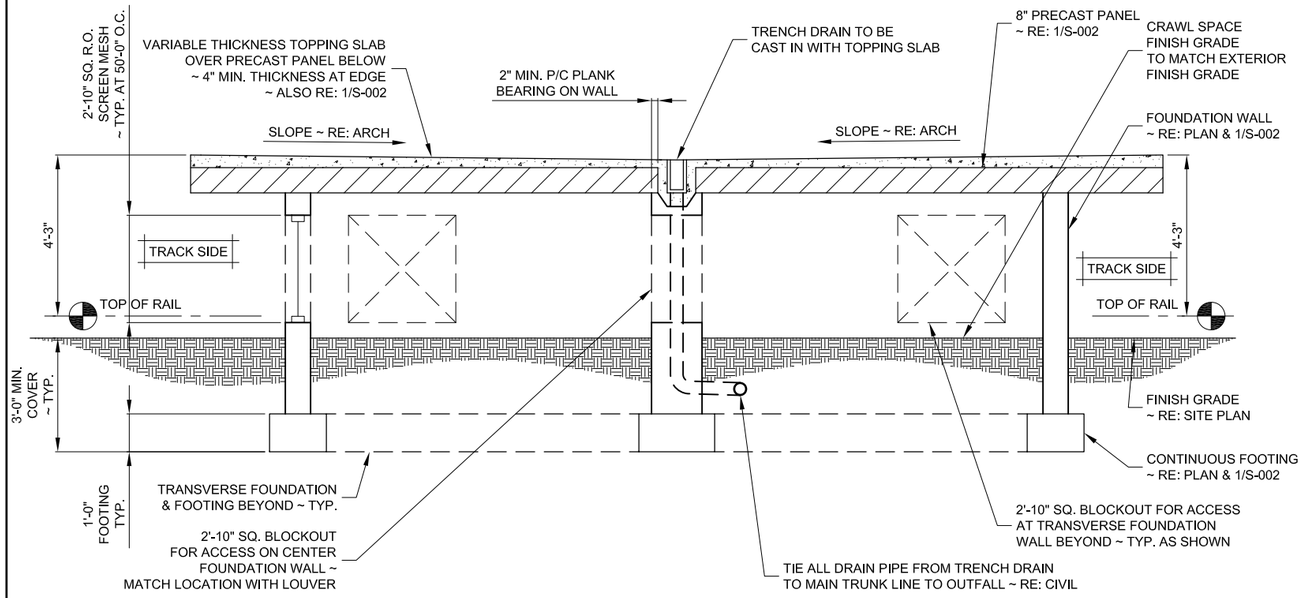
1 TYPICAL SIDE PLATFORM SECTION

1/2" = 1'-0



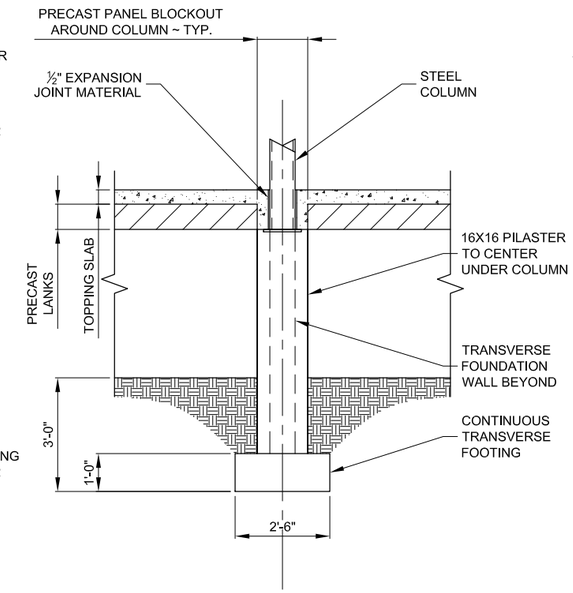
2 TYPICAL CENTER PLATFORM (TYPE 2) SECTION

1/2" = 1'-0



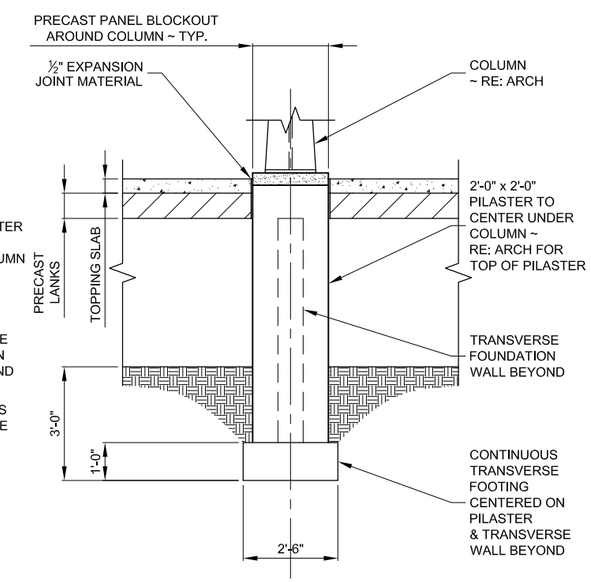
3 TYPICAL CENTER PLATFORM (TYPE 1) SECTION

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

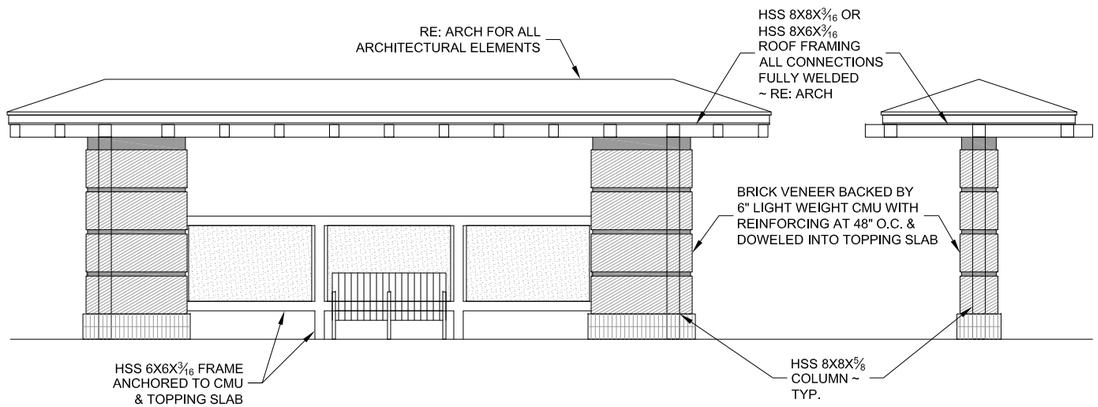
PROPOSAL SUBMITTAL

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

NORTHWEST RAIL CORRIDOR

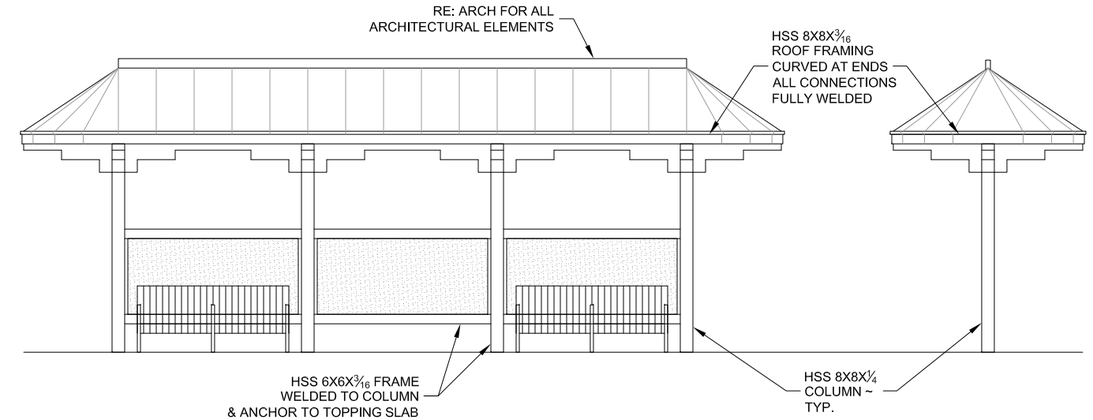
STATIONS STRUCTURAL
TYPICAL PLATFORM SECTIONS & DETAILS

SHEET REFERENCE NUMBER:
S-002



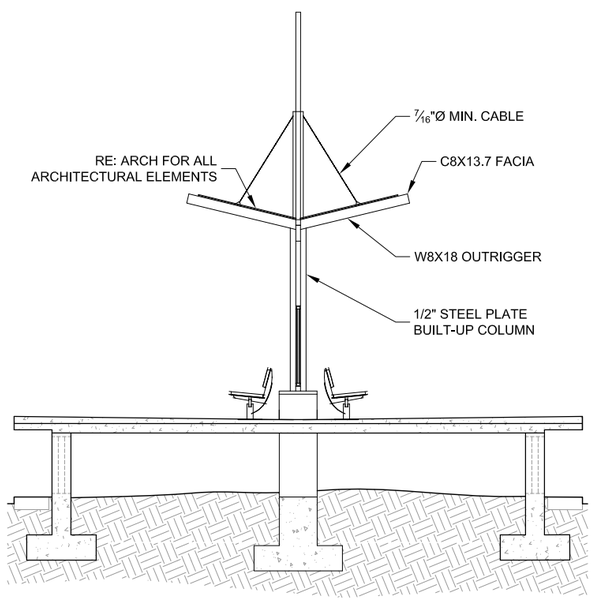
1 NEIGHBORHOOD CRAFTSMAN CANOPY FRAMING DETAIL

1/4" = 1'-0



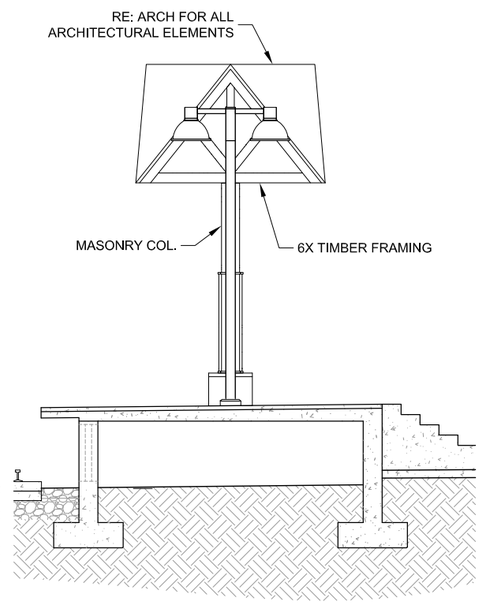
2 TOWN CENTER CONTEMPORARY CANOPY FRAMING DETAIL

1/4" = 1'-0



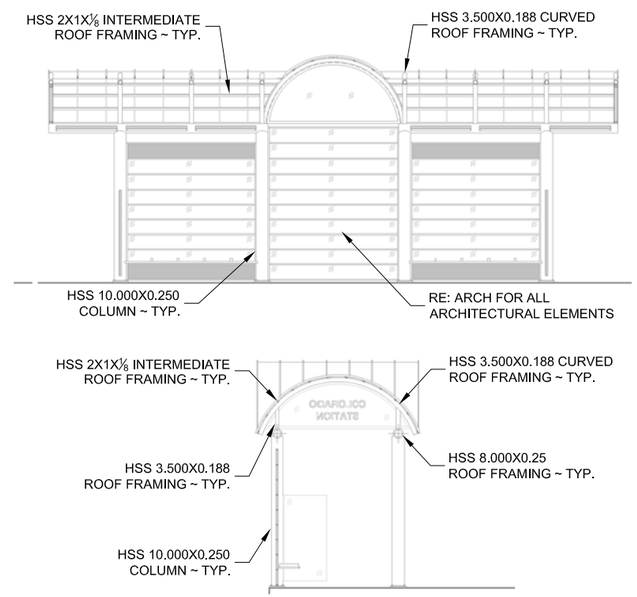
3 INDUSTRIAL LOFT MODERN CANOPY FRAMING DETAIL

1/4" = 1'-0



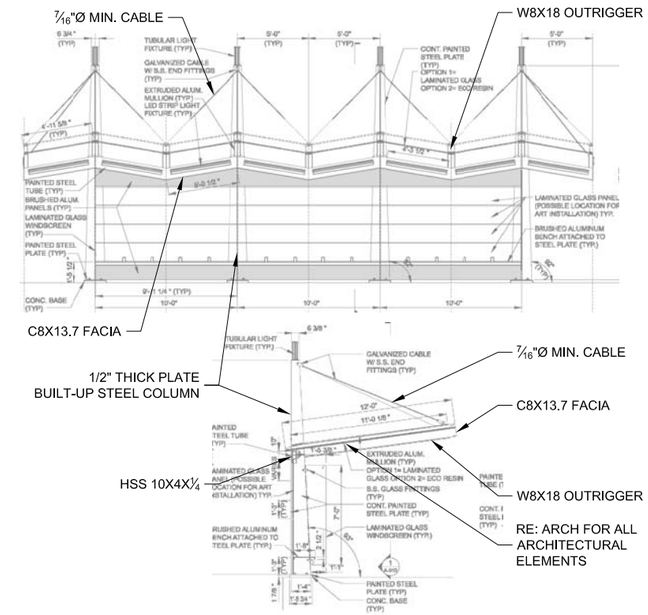
4 MAIN STREET HISTORIC CANOPY FRAMING DETAIL

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

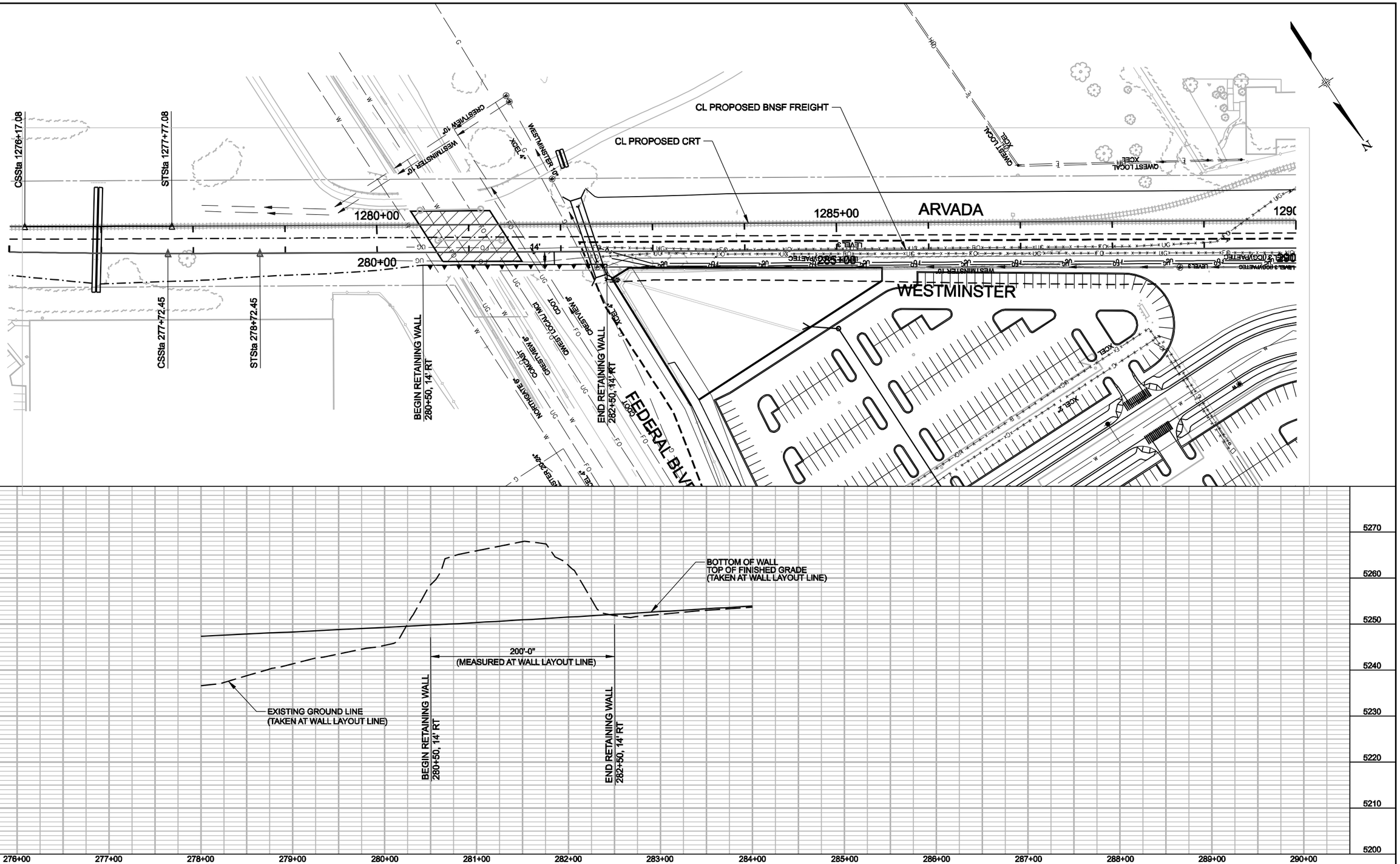
PROPOSAL SUBMITTAL

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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2:50:23 PM

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) 299-6990

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

BNSF TRACK
PLAN & PROFILE

SHEET REFERENCE NUMBER:
SW-422

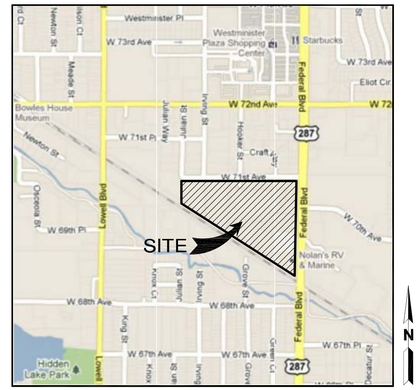
EXHIBIT B

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

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File Name:	Date:	Comments	Init.
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Unit Information Unit Leader Initials			

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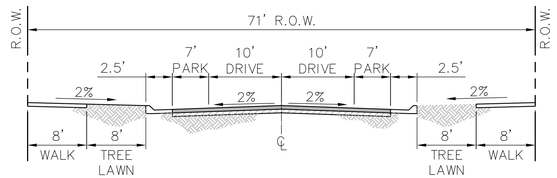
Westminster Station – Overall
Cover Sheet

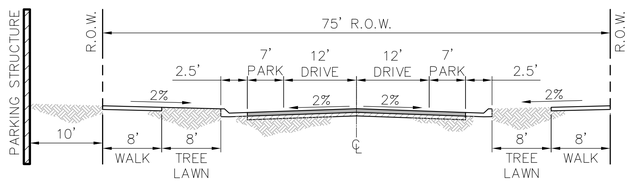
Designer: TSB
Detailer: SJH
Structure Numbers
Sheet Subset:
Subset Sheets: of

Project No./Code

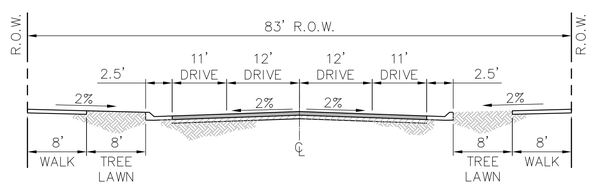
Sheet Number 01 of ___



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			As Constructed	Westminster Station – Overall Typical Sections
File Name:	Date:	Comments	Init.	No Revisions:	
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Unit Information Unit Leader Initials				Void:	Detailer: SJH
					Sheet Subset: / Subset Sheets: of

CITY of WESTMINSTER

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CLANTON & ASSOCIATES LIGHTING DESIGN AND ENGINEERING

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F 303.892.1186
www.norris-design.com

NORRIS DESIGN

Project No./Code

Sheet Number 02 of ___

W. 71ST AVE.

IRVING STREET

42' ℄–℄
75' R.O.W.

PC 13+09.08
PT 12+31.78
PT 13+86.32

PC 11+53.61
PT 12+09.97

HOOKER STREET

38' ℄–℄
71' R.O.W.

PRC 15+38.67

PLAZA FRONTAGE ROAD

PC 14+00.24

PRC 18+89.10

PT 19+94.54

35' ℄–℄
75' R.O.W.

24' ℄–℄

PARKING GARAGE

PC 12+83.02
PT 13+53.46

GROVE STREET

42' ℄–℄
75' R.O.W.

PC 10+38.11
PT 11+64.91

50' ℄–℄

W. 70TH AVE.

51' ℄–℄
83' R.O.W.

FEDERAL BOULEVARD

28'

42' ℄–℄
75' R.O.W.

GROVE STREET

SEE SHEET 04

SEE NOTE 1

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.

SEE SHEET 04

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	
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Westminster Station – Overall
Overall Site Plan

Designer: TSB
Detailer: SJH
Structure Numbers
Sheet Subset:
Subset Sheets: of

Project No./Code

Sheet Number 03 of ___

SEE SHEET 03

PT 12+31.78

PC 13+09.08

PT 13+86.32

IRVING STREET

42' E-E

75' R.O.W.

PRC 15+38.67

PLAZA FRONTAGE ROAD

HOOKER STREET

PC 14+00.24

SEE SHEET 03

PRC 18+83.10

PT 19+94.54

35' E-E

75' R.O.W.

GROVE STREET

SEE SHEET 03

Communications Manhole

Water Meter Pit Location (Preliminary)

SEE NOTE 1

PC 22+59.32

PT 24+01.25

52' E-E

83' R.O.W.

W. 69TH AVE.

46' E-E

57' E-E

83' R.O.W.

FUTURE BUS TRANSFER FACILITY

FEDERAL BOULEVARD

N

50 25 0 50 100

SCALE: 1"=50'

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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

24' ℄–℄

35' ℄–℄

71' R.O.W.

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.

5280

5275

5270

5265

5260

N

50 25 0 50 100

SCALE: 1"=50'

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SEE SHEET 06

SEE SHEET 06

FOR PLANNING PURPOSES ONLY (SEE PHASE 1 PLANS)

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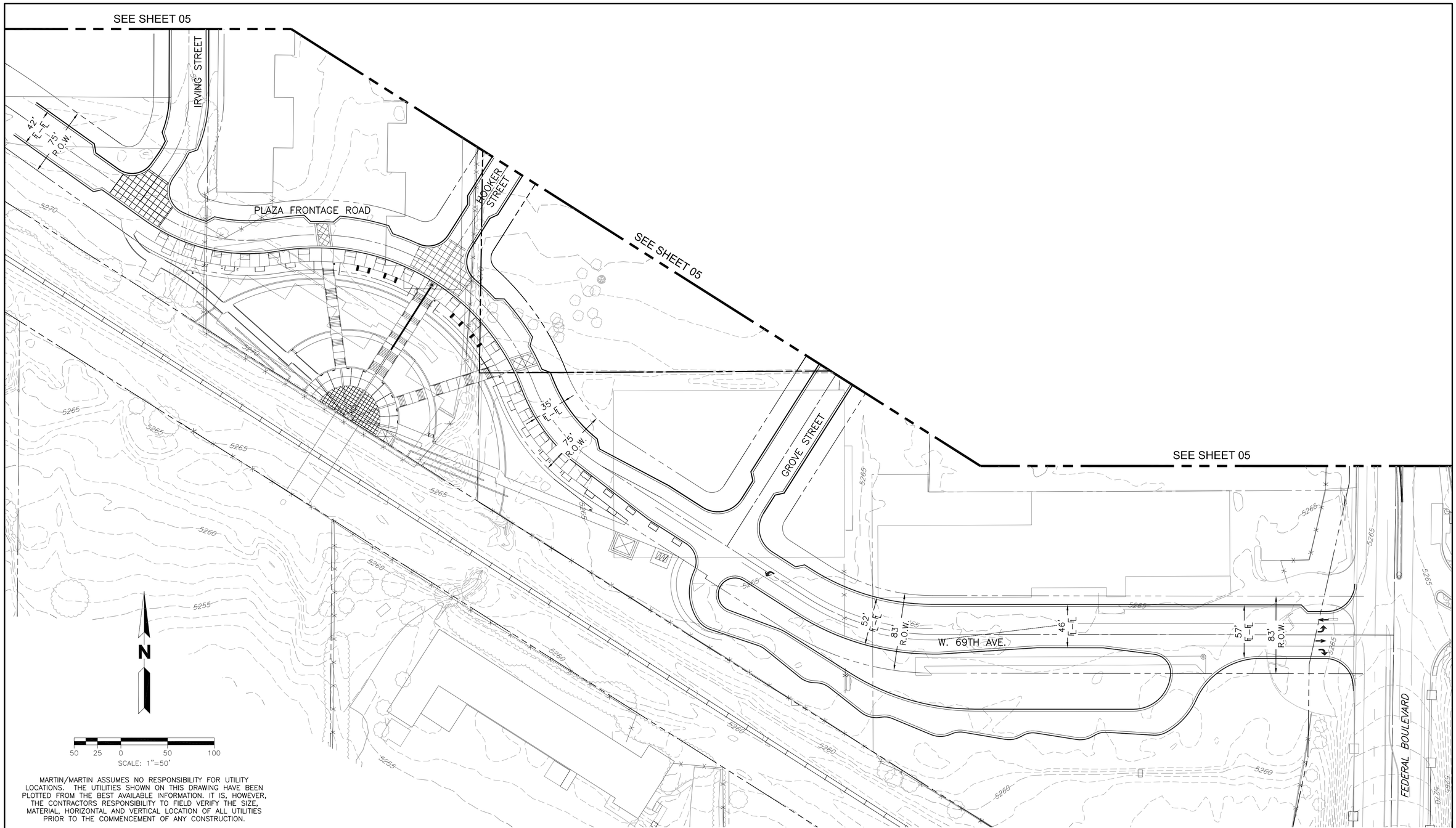
Westminster Station – Overall
Overall Existing Topography

Designer: TSB
Detailer: SJH
Structure Numbers
Sheet Subset:
Subset Sheets: of

Project No./Code

Sheet Number 05 of ___



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Print Date: June 20, 2011			
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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

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Westminster Station – Overall
Overall Utility Plan

Designer: TSB
Detailer: SJH
Structure Numbers
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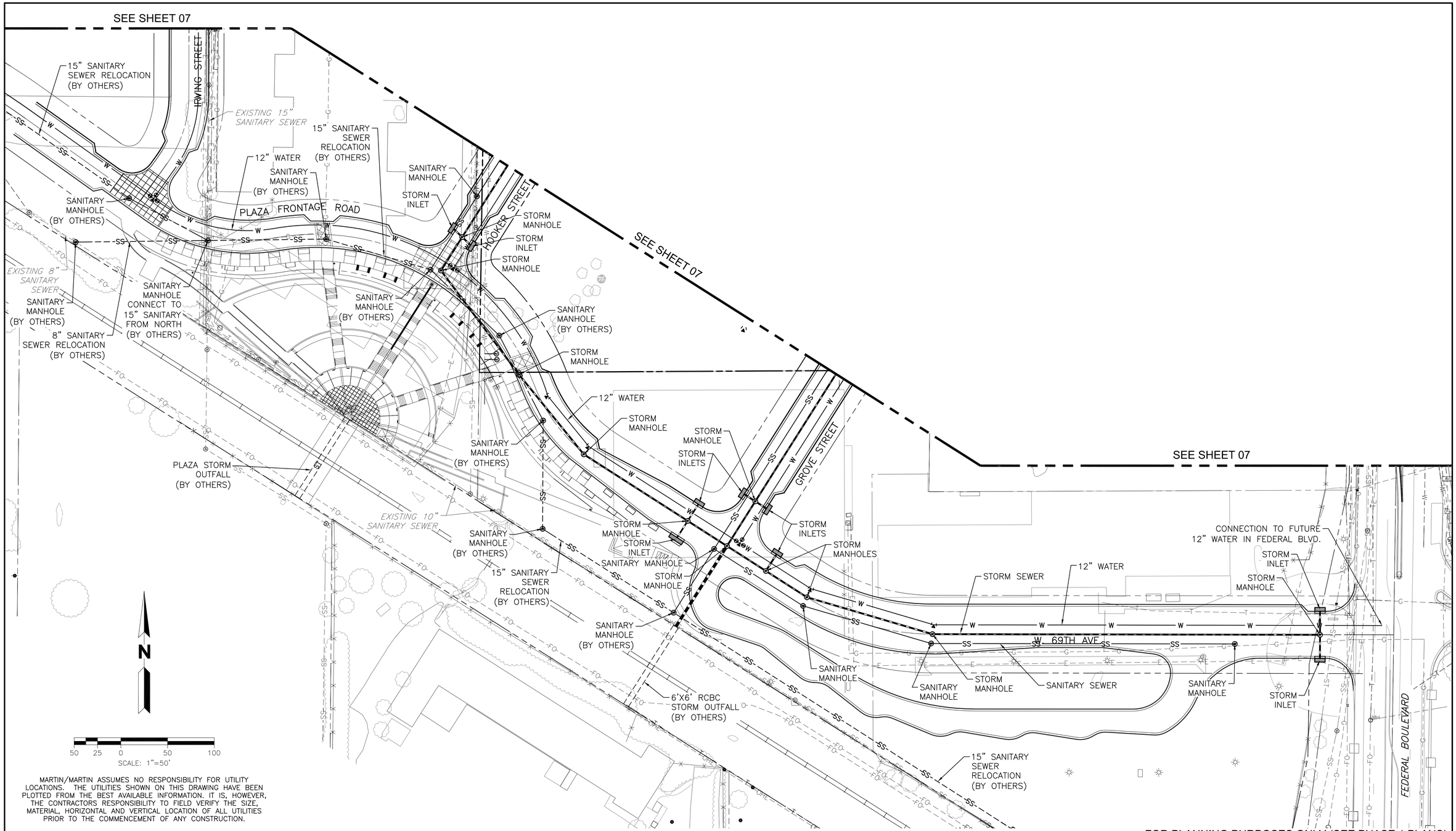
Subset Sheets: of

Project No./Code

Sheet Number 07 of ___



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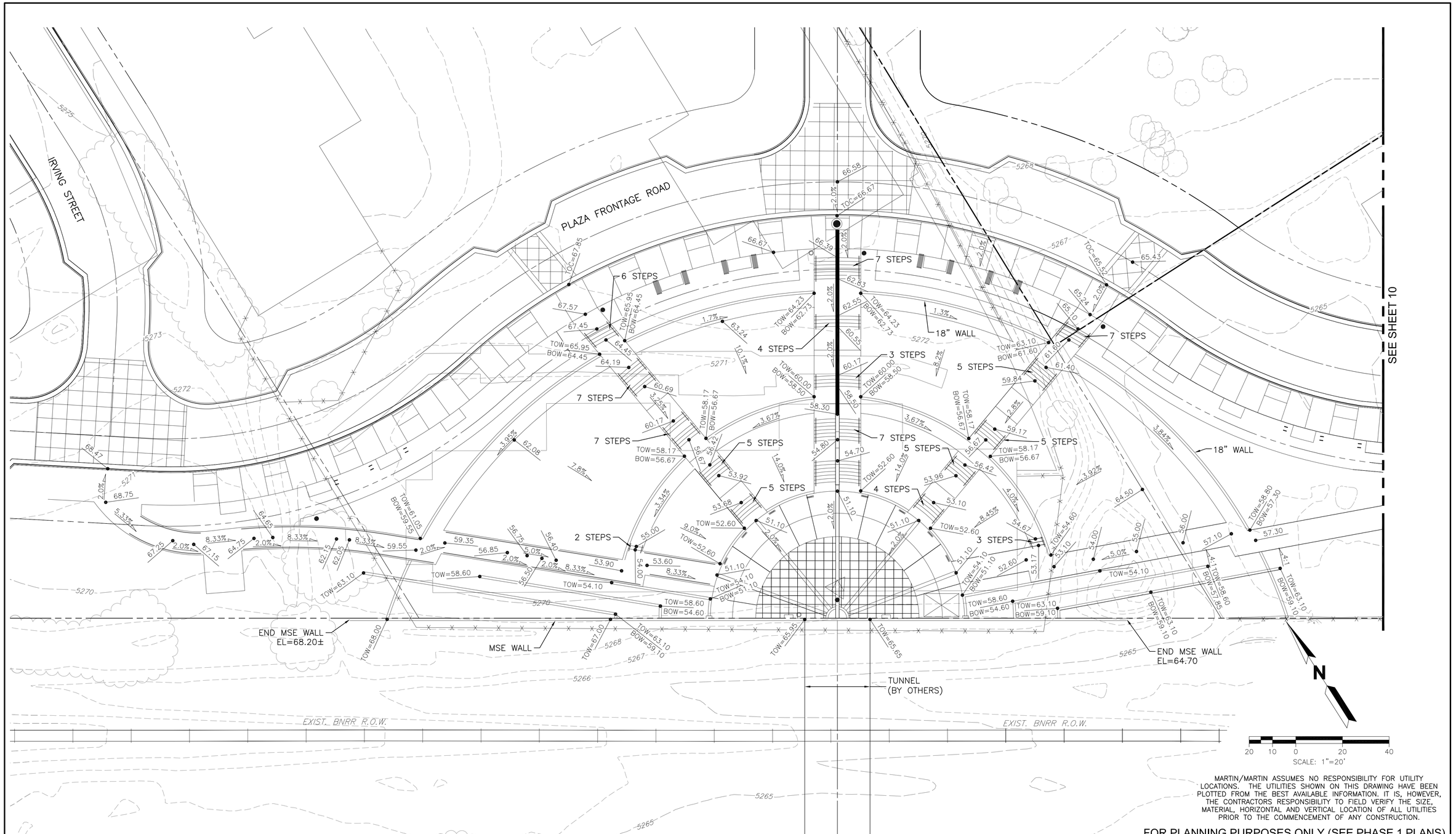
Westminster Station – Overall
Overall Utility Plan

Designer: TSB
Detailer: SJH
Structure Numbers
Sheet Subset:
Subset Sheets: of

Project No./Code

Sheet Number 08 of ___



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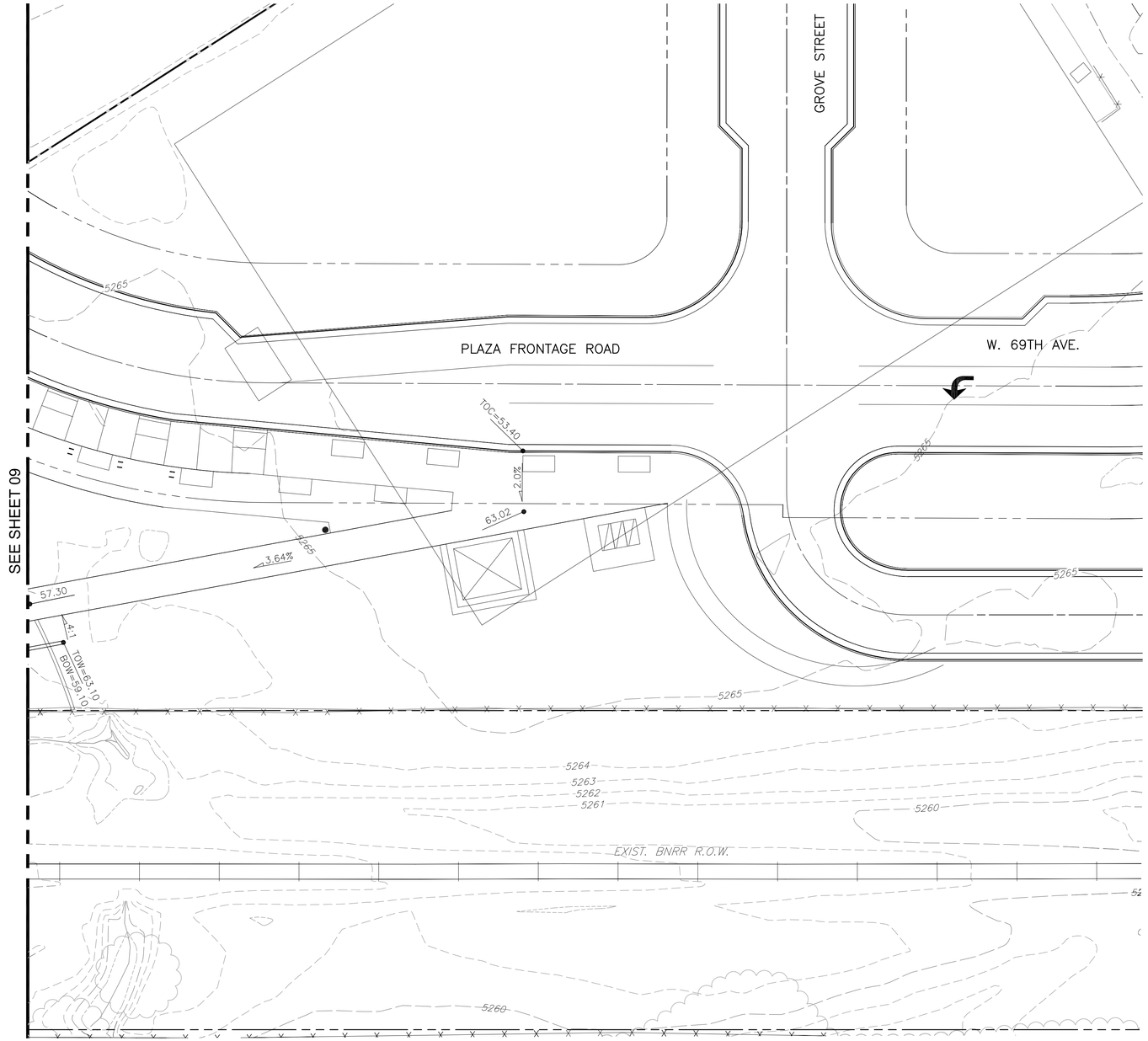

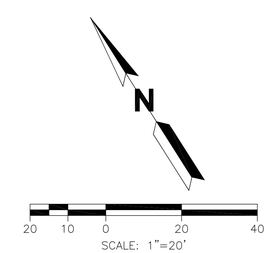

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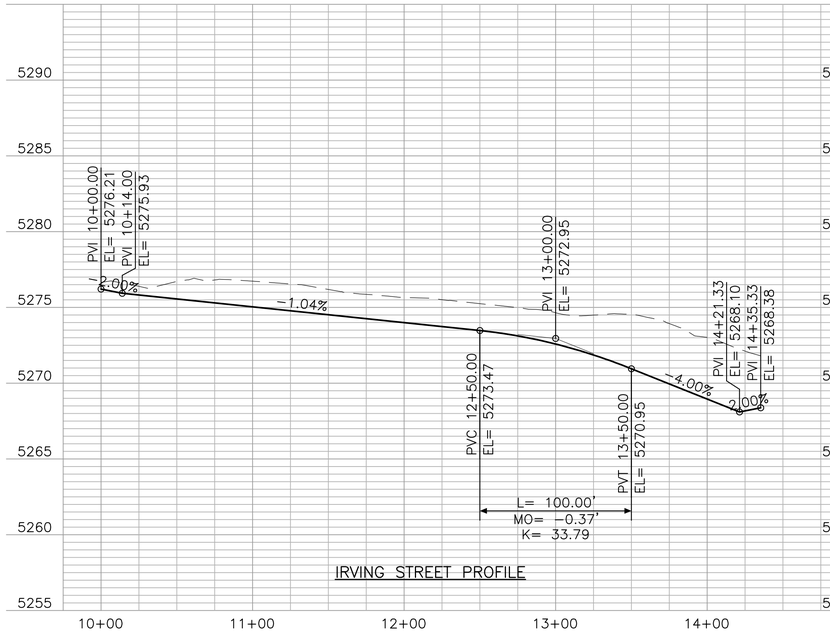
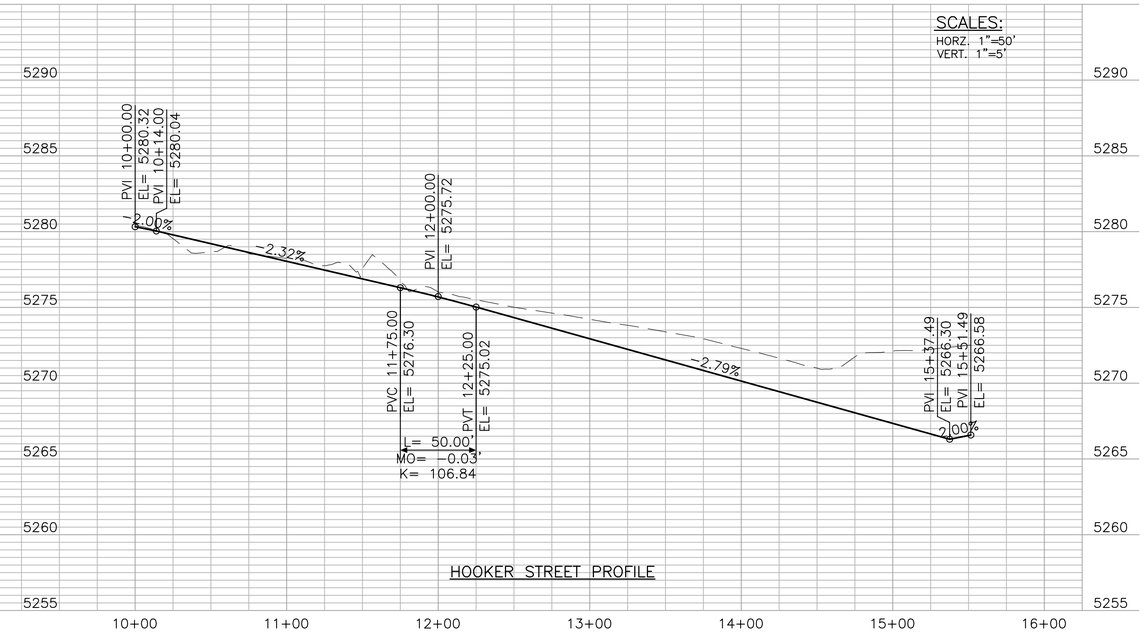


IRVING STREET PROFILE



HOOKER STREET PROFILE

GROVE STREET PROFILE

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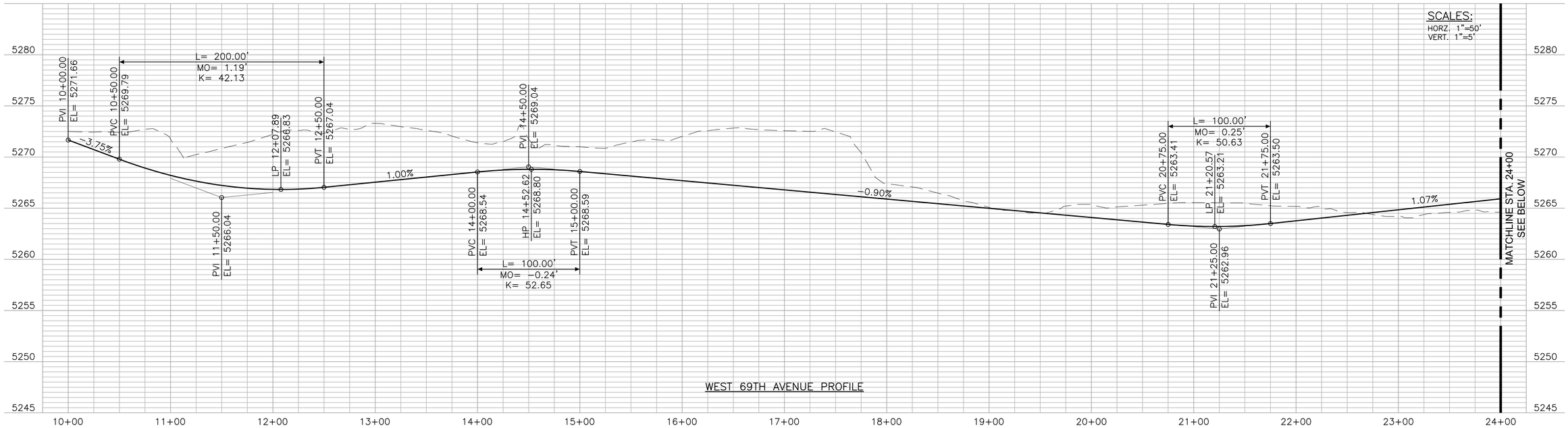

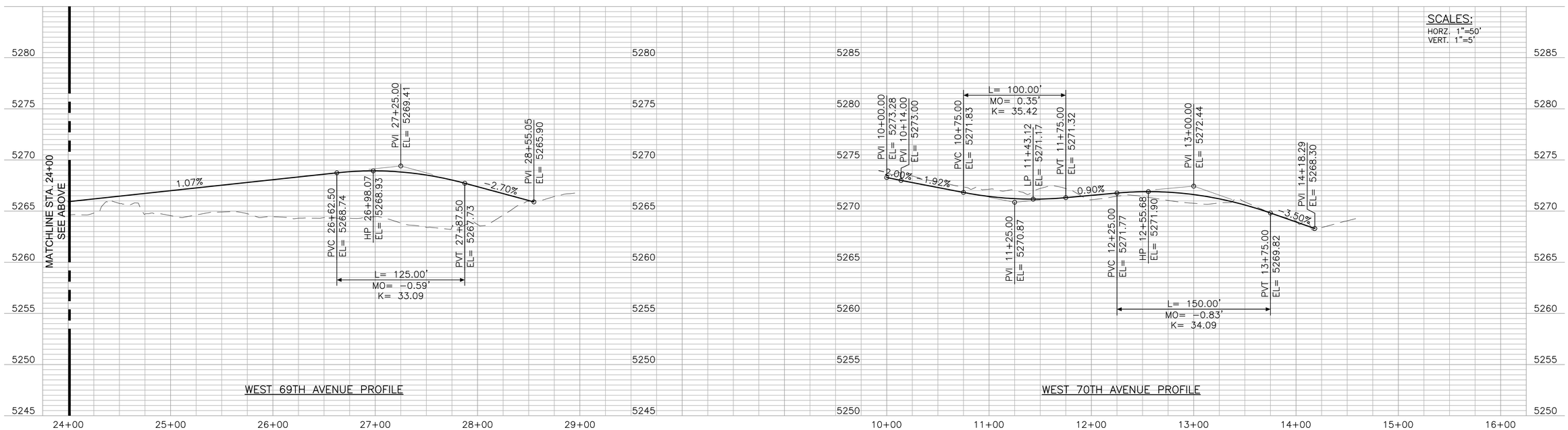

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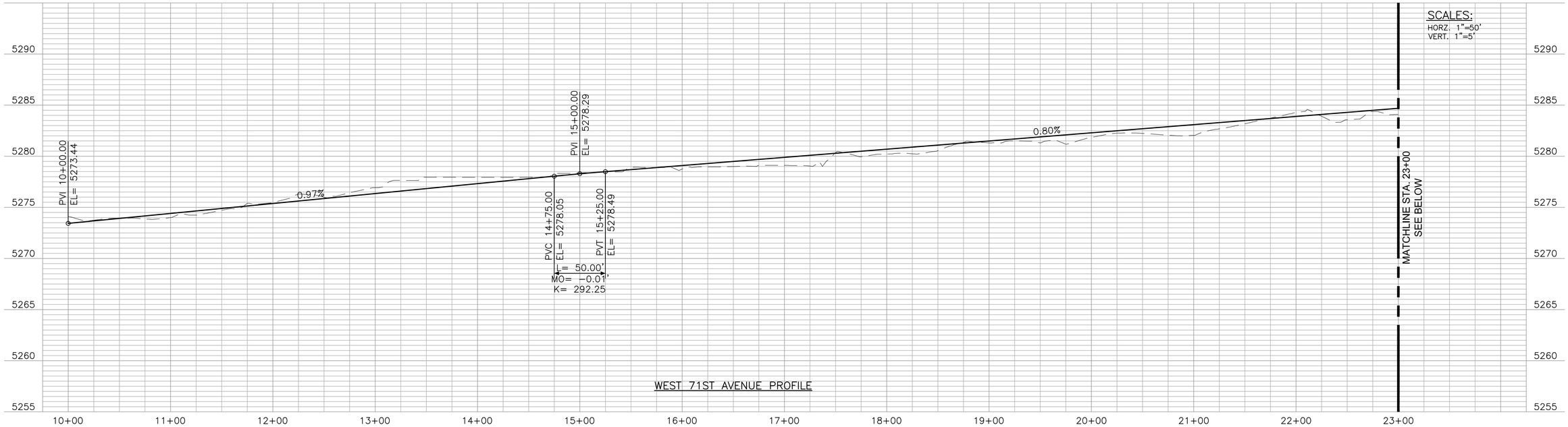

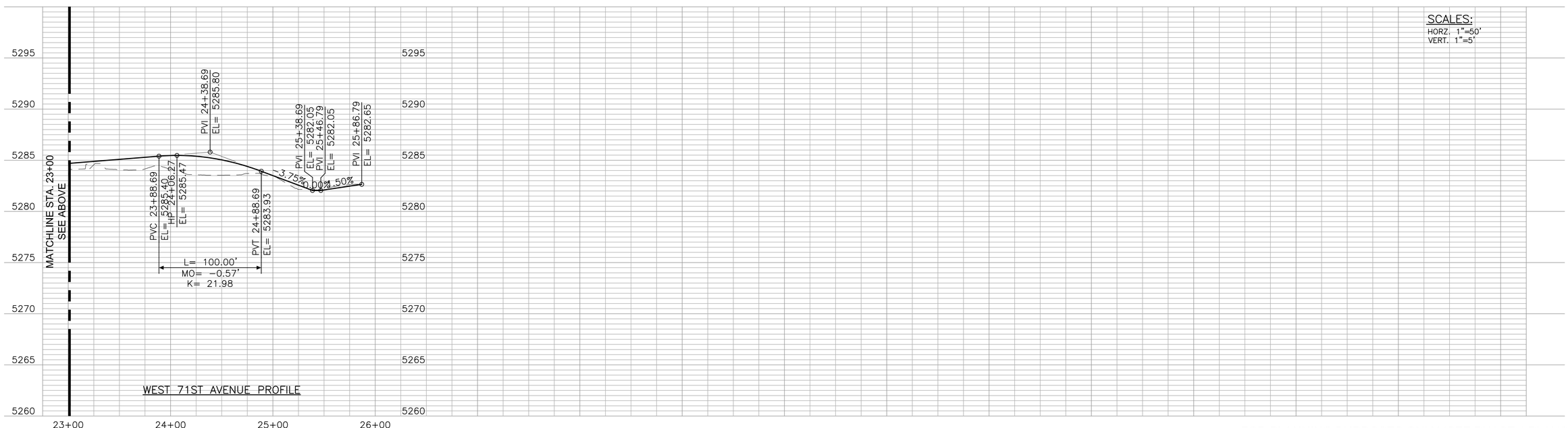

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IRVING STREET

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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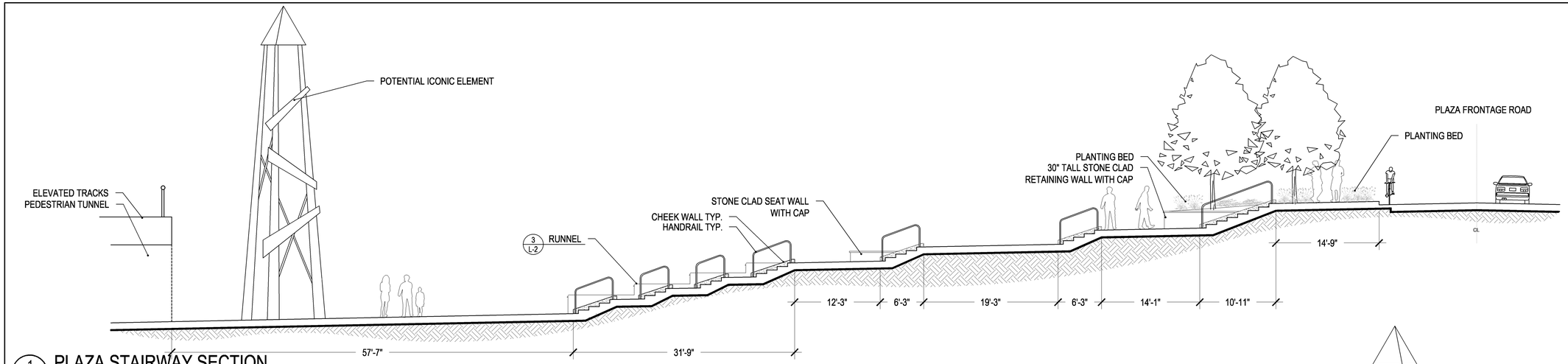
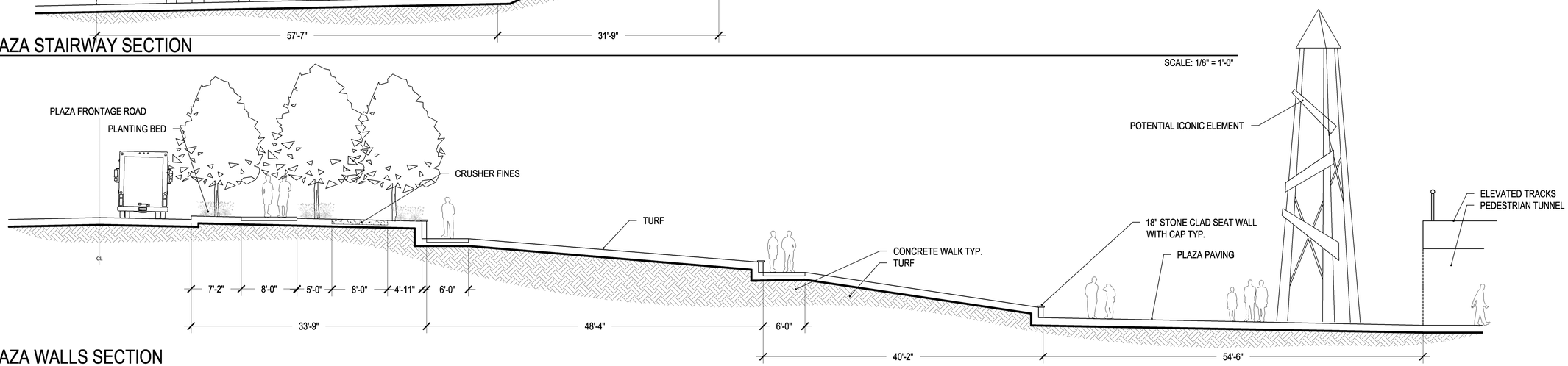


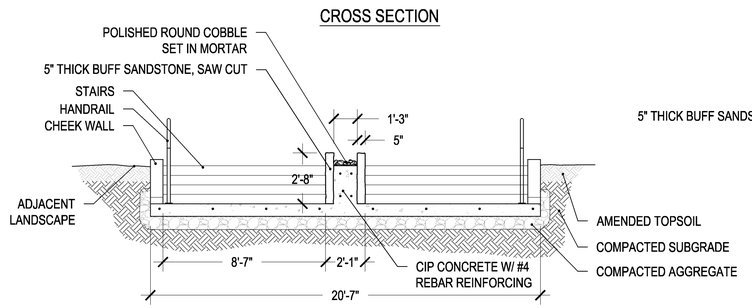
1 L-2 PLAZA STAIRWAY SECTION

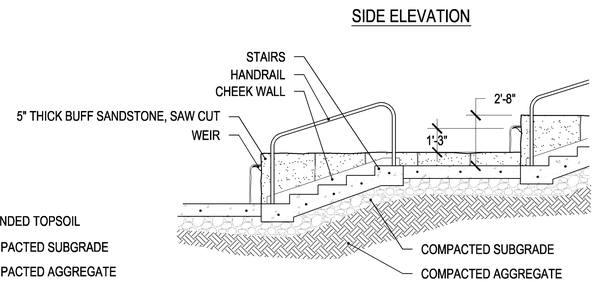
SCALE: 1/8" = 1'-0"



2 L-2 PLAZA WALLS SECTION

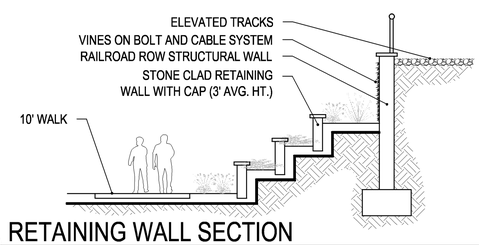
SCALE: 1/8" = 1'-0"





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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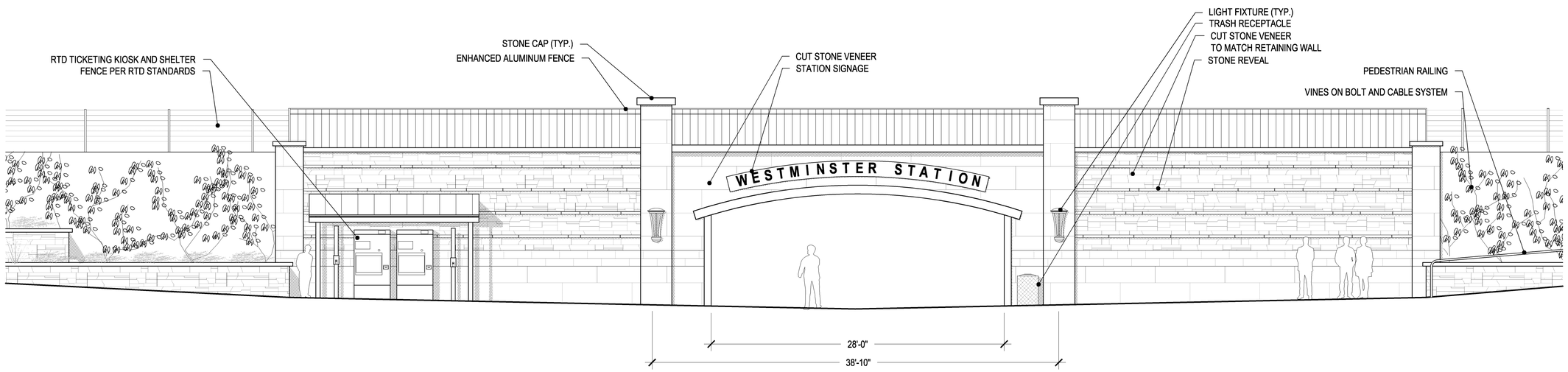
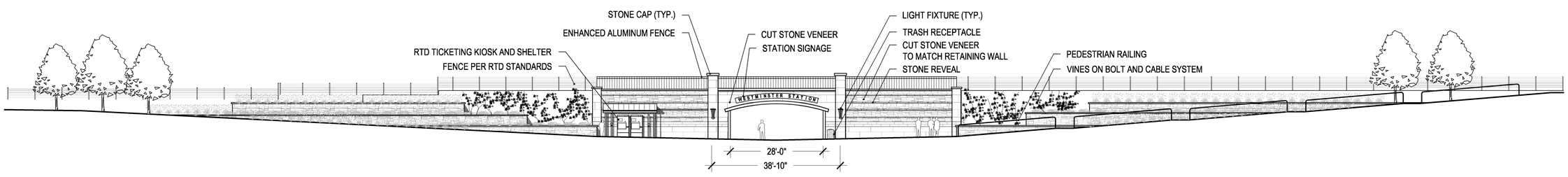


1 / L-3 ENLARGEMENT - TUNNEL FACADE ELEVATION
SCALE: 3/16" = 1'-0"



2 / L-3 TUNNEL FACADE ELEVATION
SCALE: 1/16" = 1'-0"

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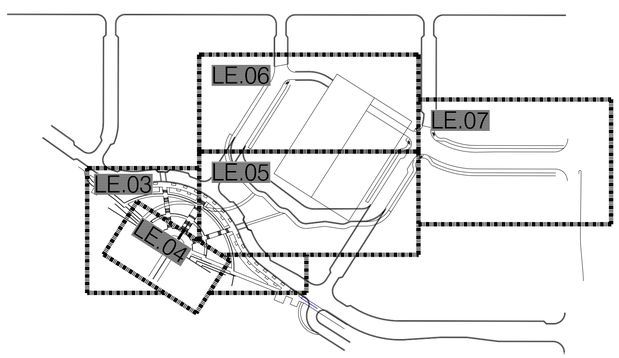
LIGHTING LEGEND

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

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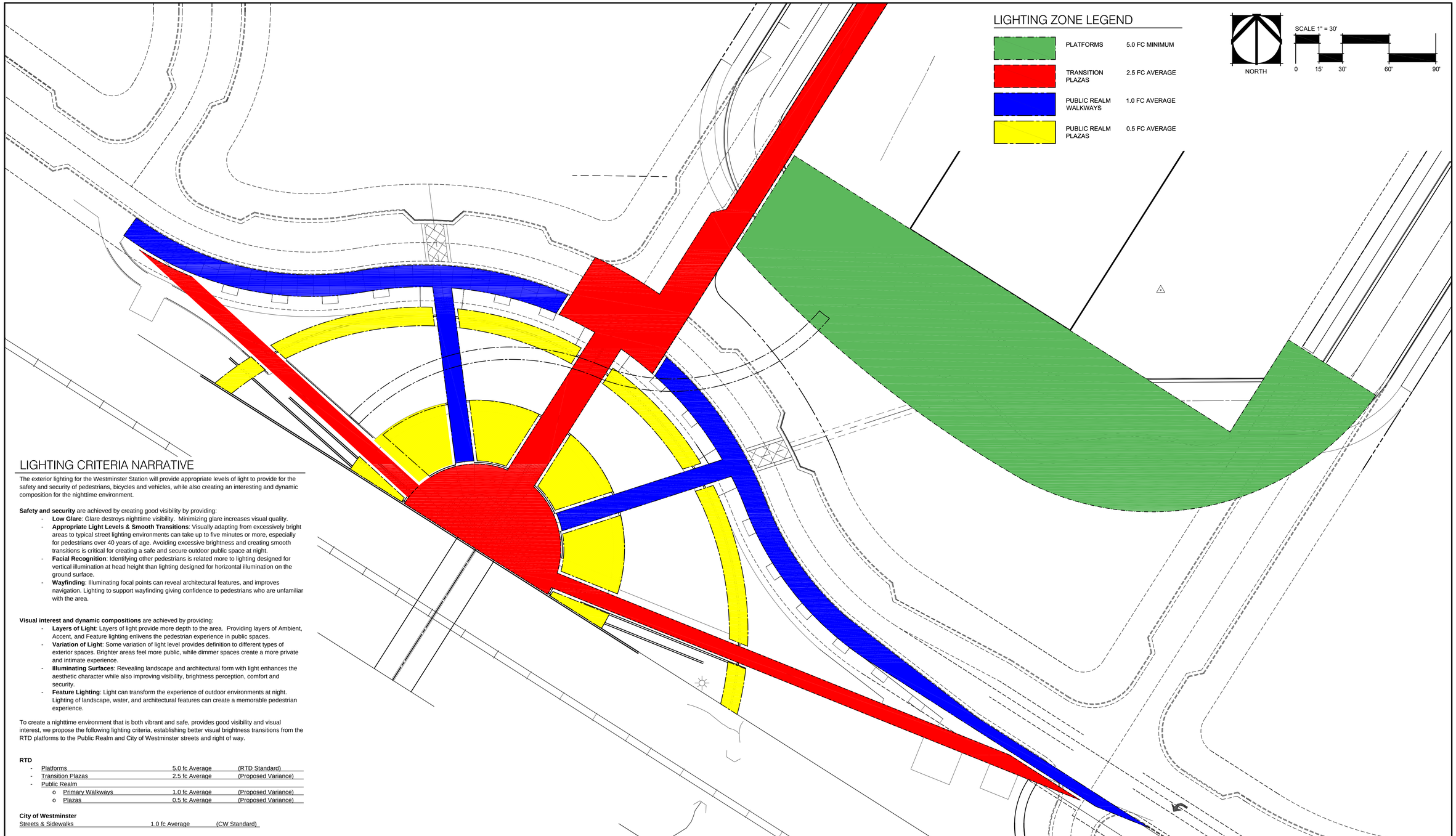

LIGHTING CRITERIA NARRATIVE

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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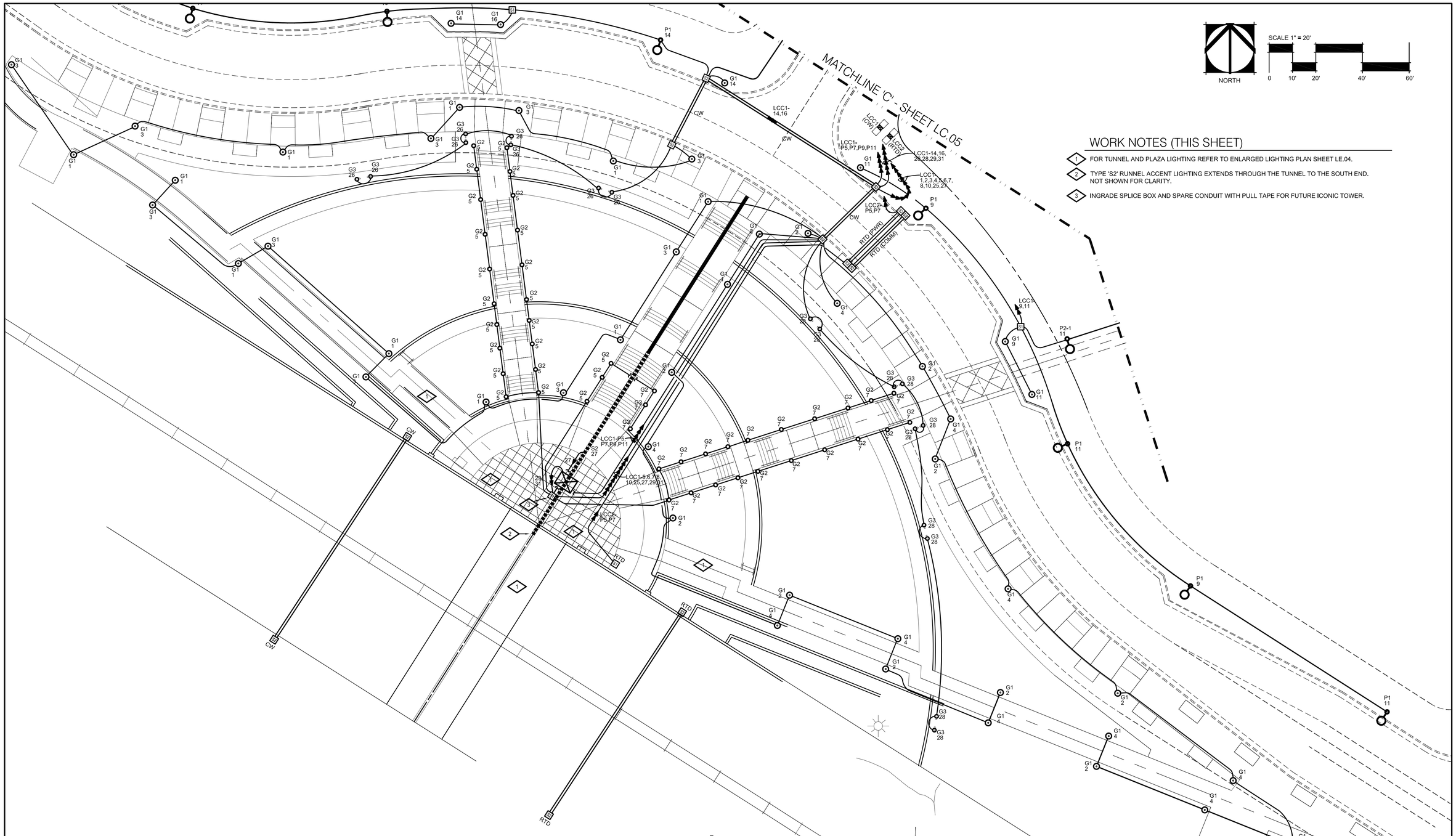

WORK NOTES (THIS SHEET)

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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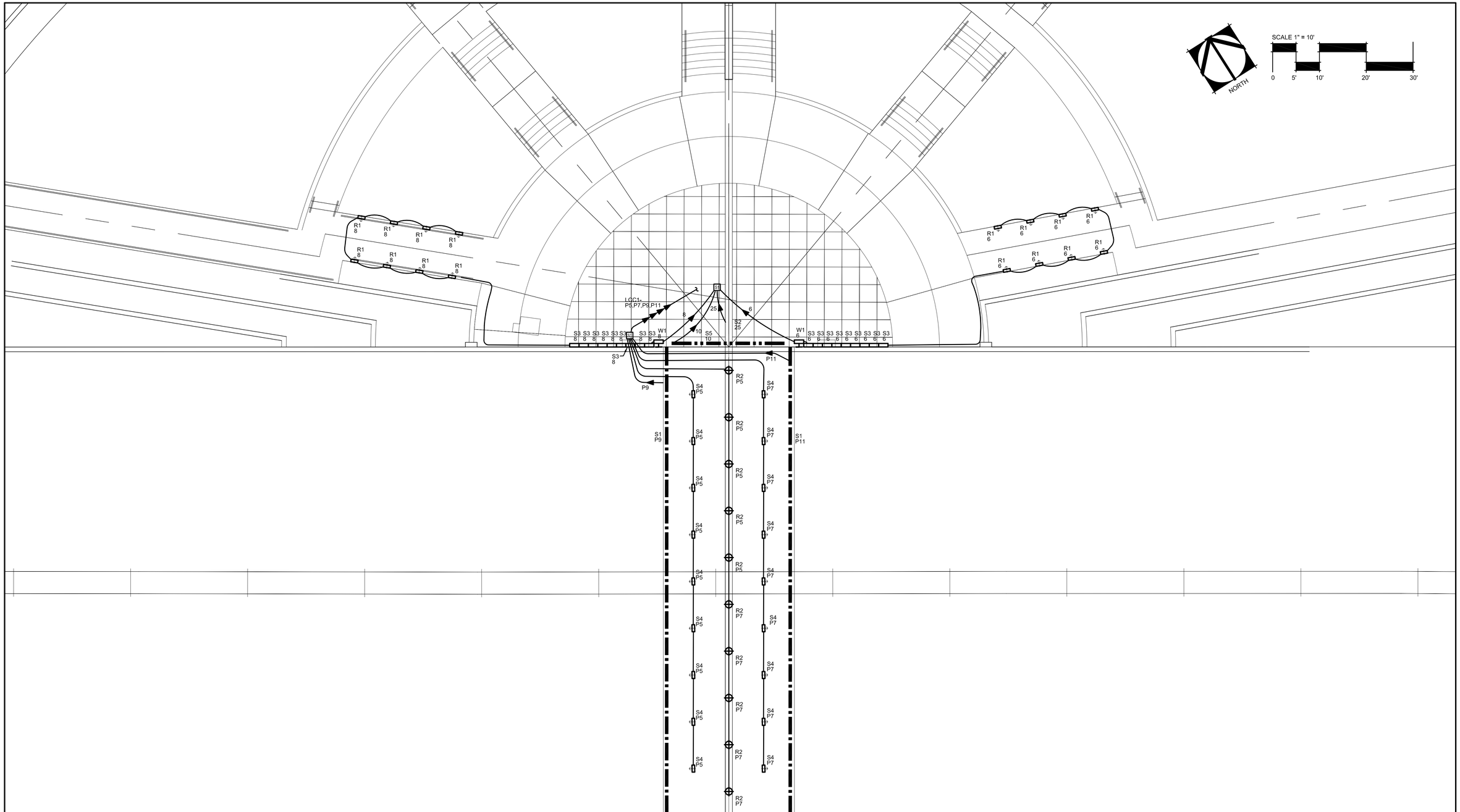

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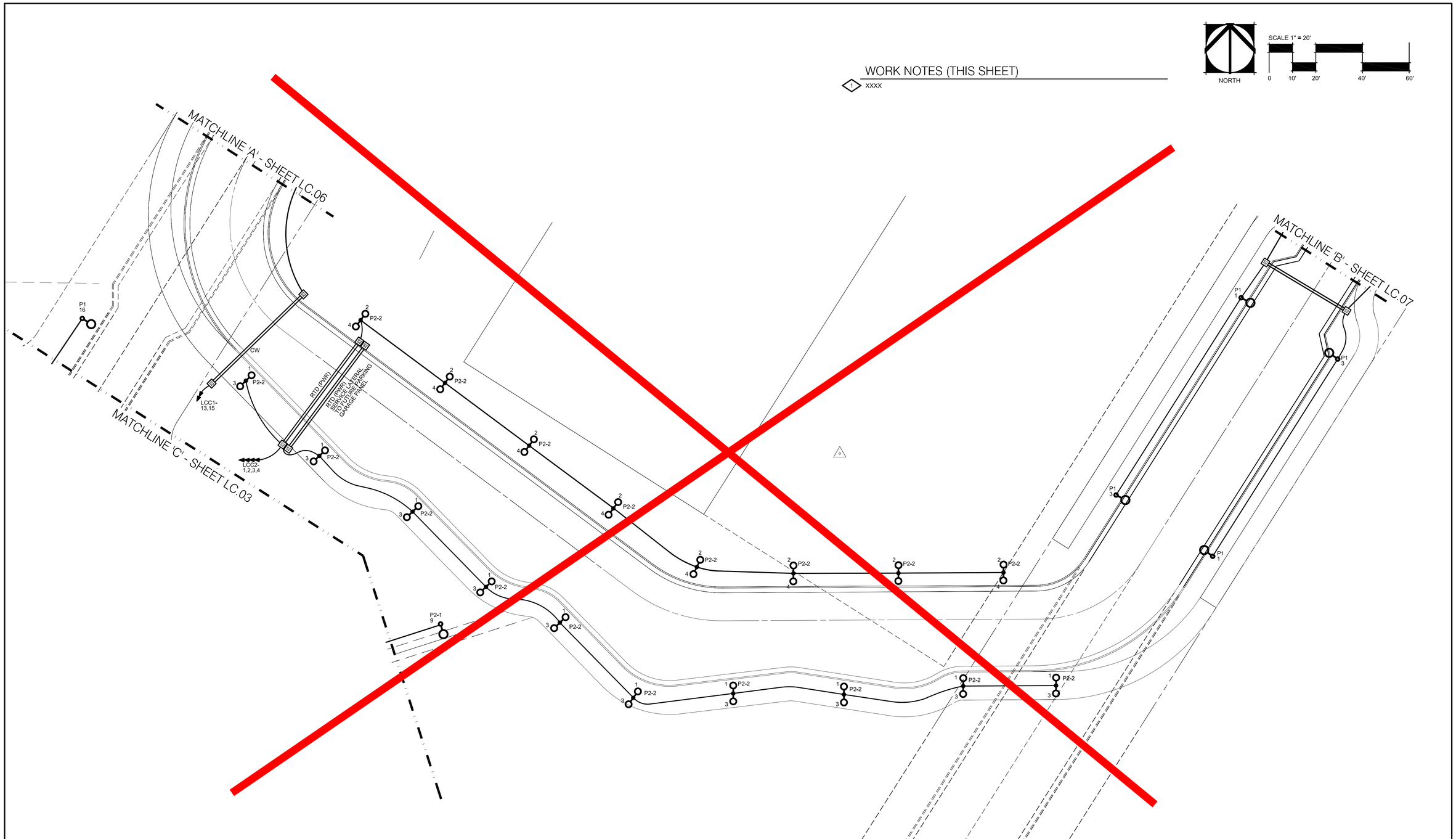

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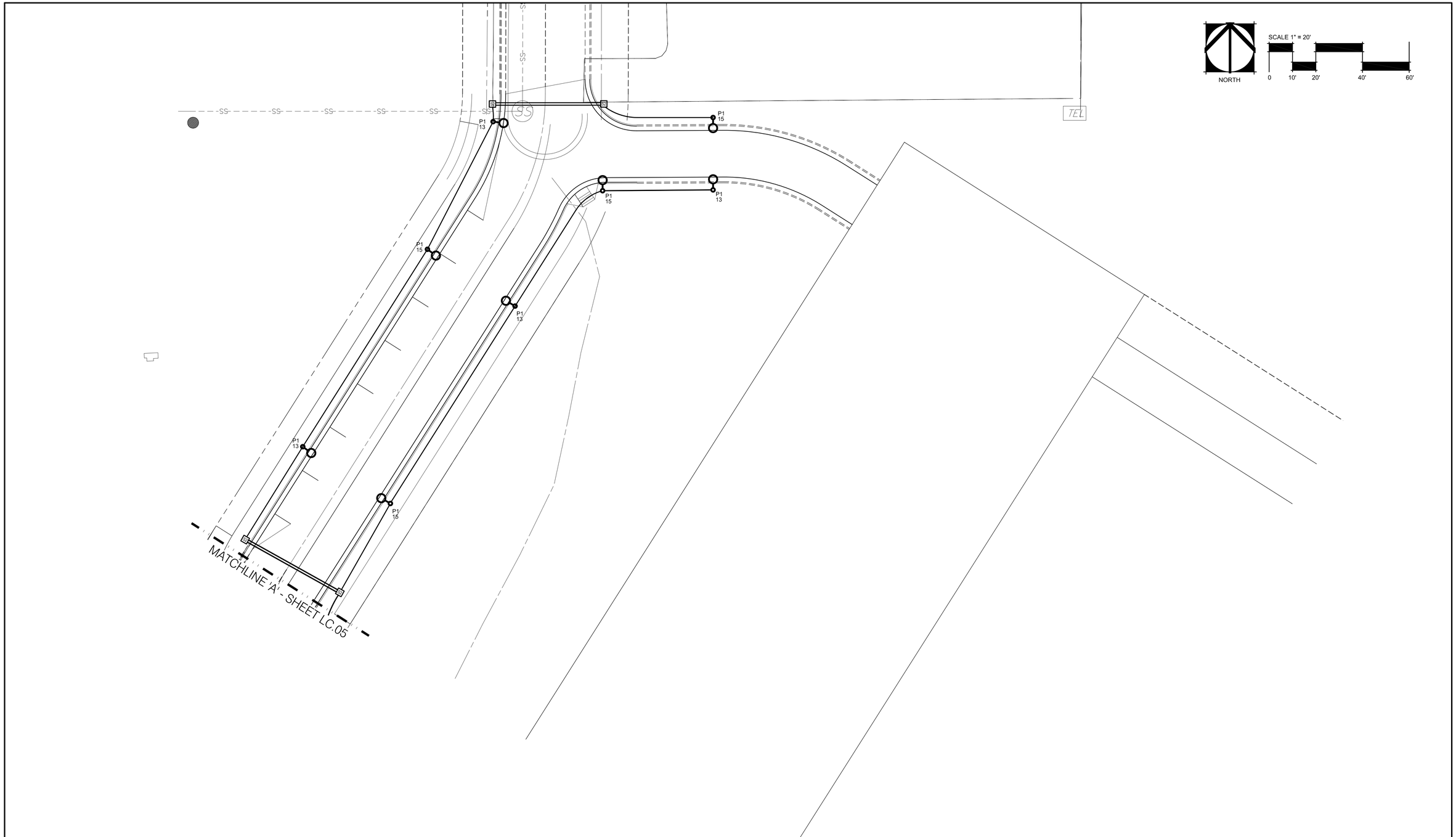

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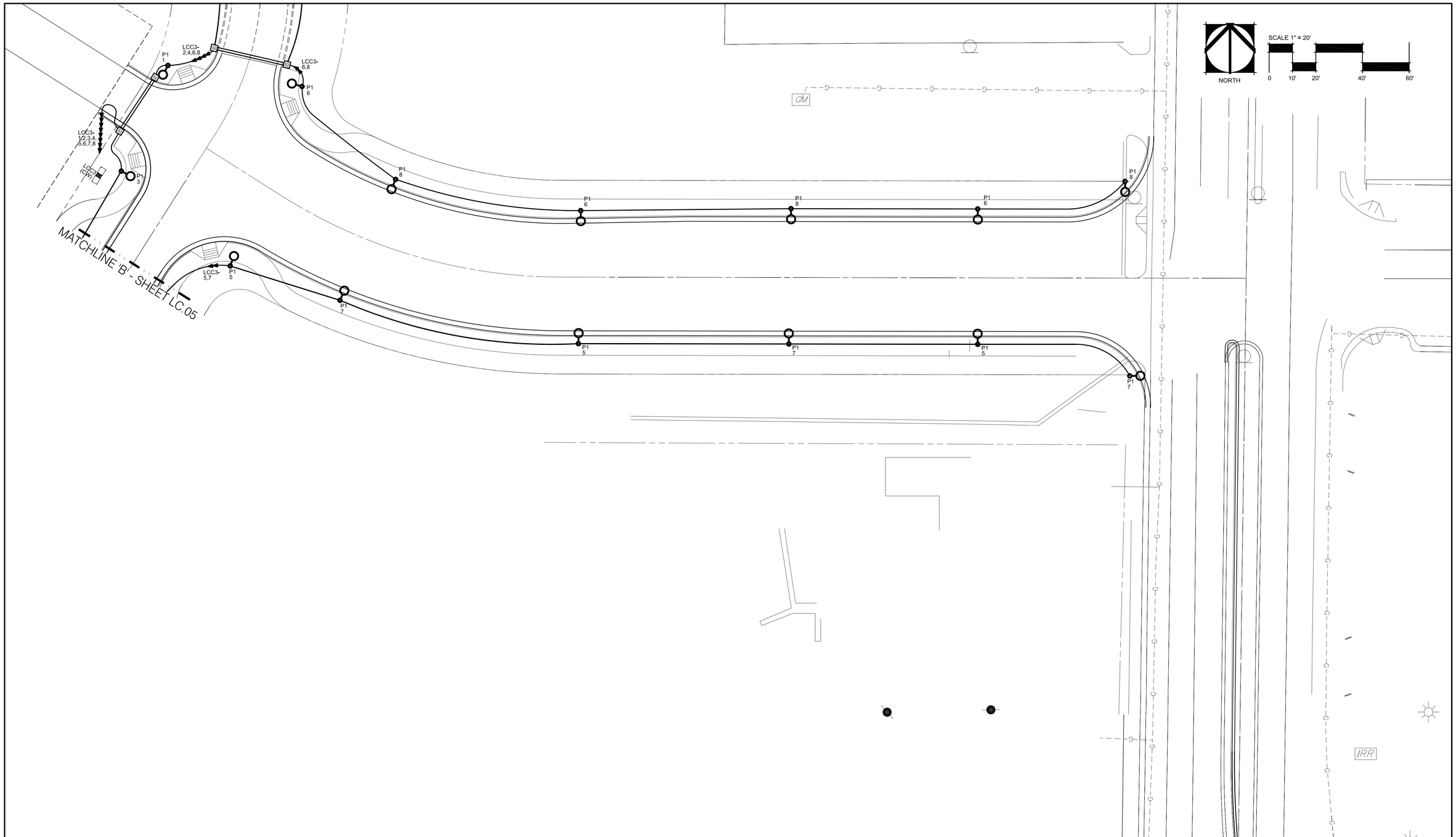

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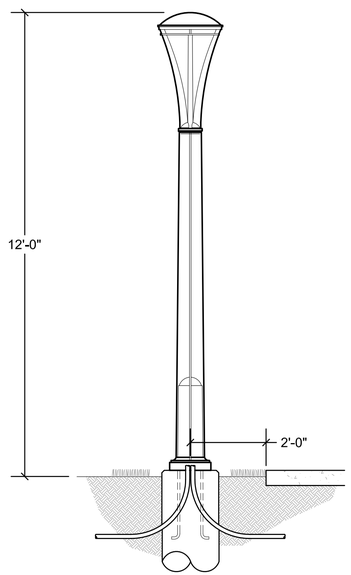
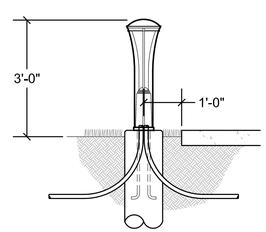
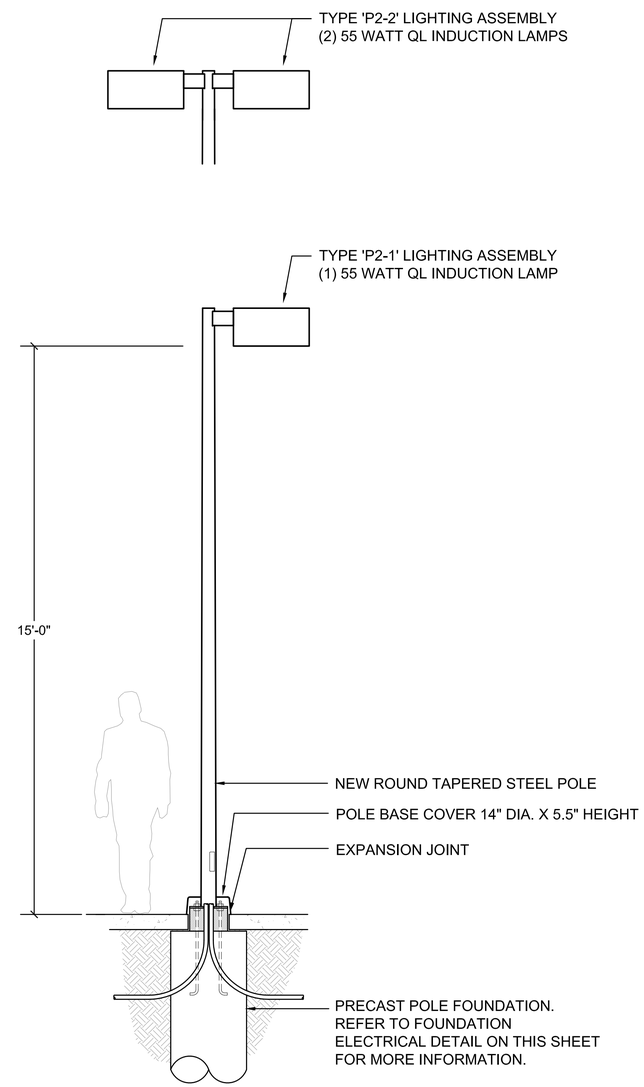


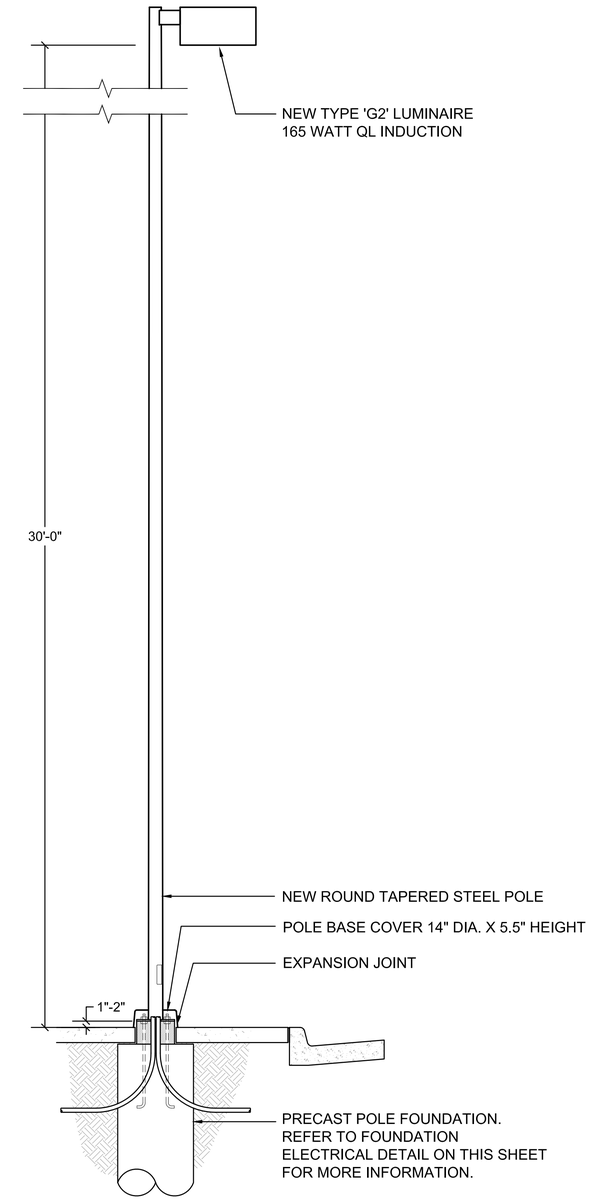
TYPE 'G1'
PEDESTRIAN LIGHT
NOT TO SCALE



TYPE 'G2'
BOLLARD
NOT TO SCALE



TYPE 'P2-1' & 'P2-2'
RTD PLATFORM PEDESTRIAN LIGHT
NOT TO SCALE



TYPE 'P1'
STREET LIGHT
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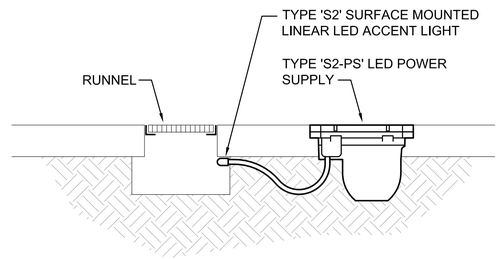

TYPE 'S2'
RUNNEL LED ACCENT LIGHT
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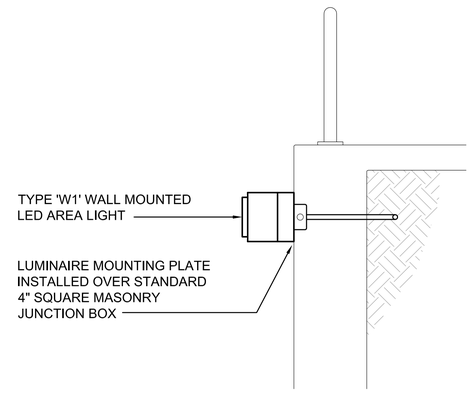
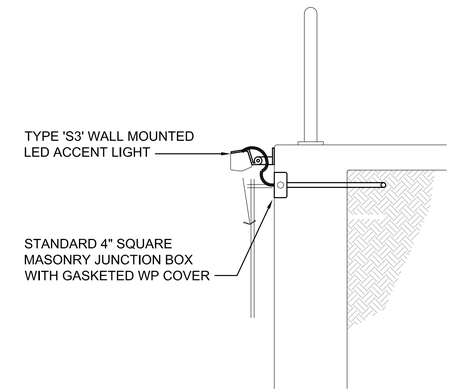
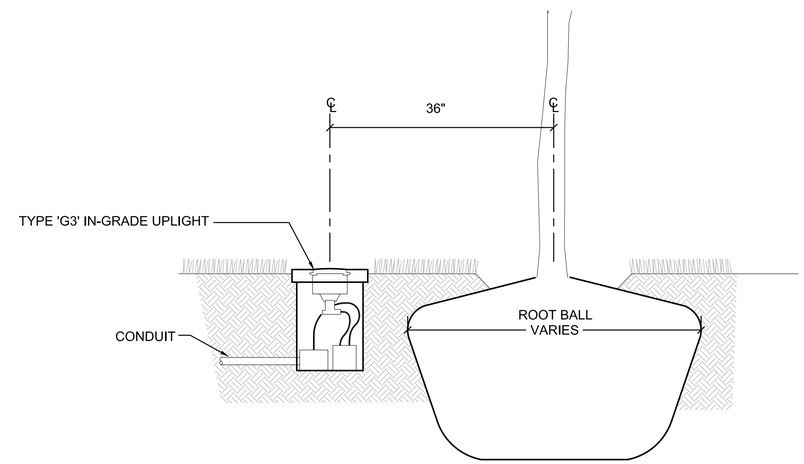


TYPE 'W1'
AREA LIGHT
NOT TO SCALE



TYPE 'S3'
LED ACCENT LIGHT
NOT TO SCALE



TYPE 'G3'
INGRADE LANDSCAPE UPLIGHT
NOT TO SCALE

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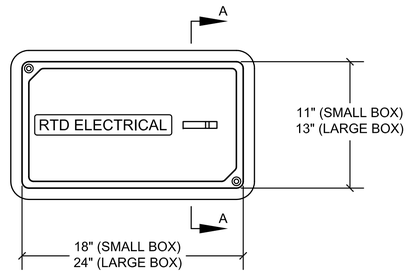
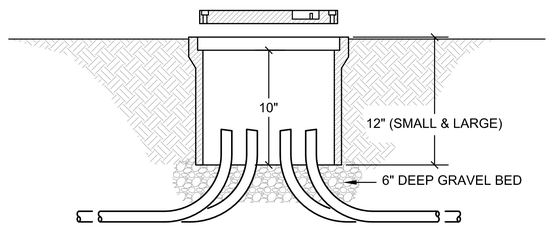


PLAN VIEW



SECTION A-A

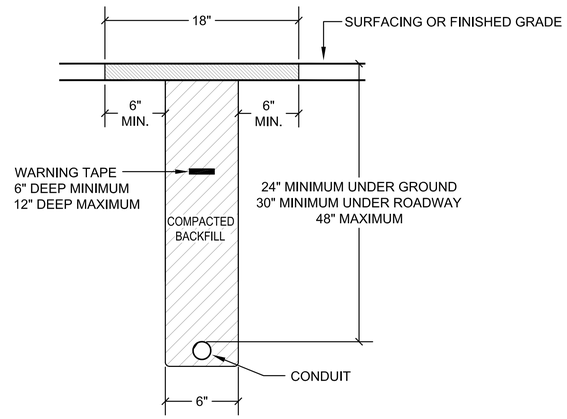
NOTES:

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



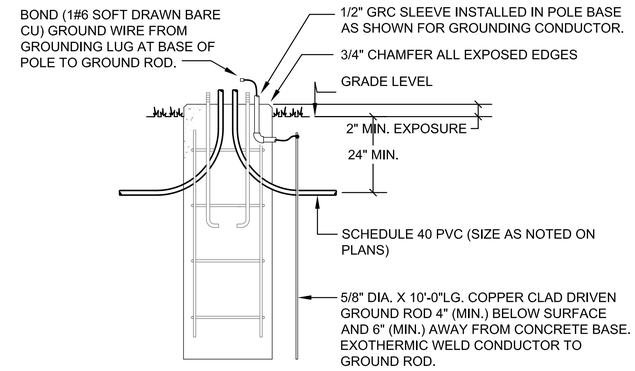
DETAIL NOTES:

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

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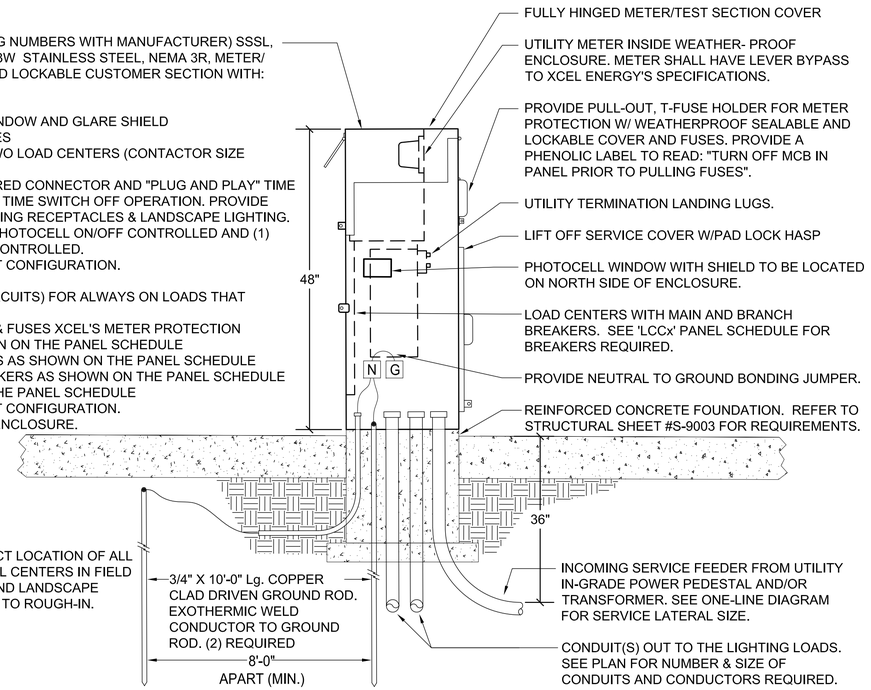
MILBANK #CP3B (CONFIRM COMPONENT CATALOG NUMBERS WITH MANUFACTURER) SSSL, (OR APPROVED EQUAL) 150AMP MCB,120/240-1Ø-3W STAINLESS STEEL, NEMA 3R, METER/ POWER PEDESTAL W/ A SEPARATE SEALABLE AND LOCKABLE CUSTOMER SECTION WITH:

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

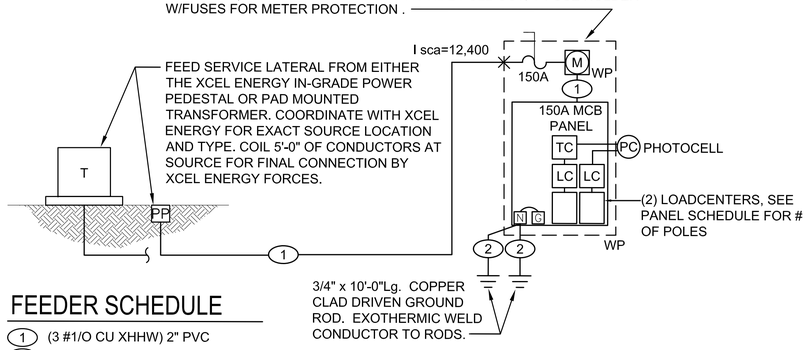
BRANCH BREAKER

				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

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Sheet Subset: LIGHTING
Structure Numbers
Subset Sheets: LE.11 of 12

Project No./Code

Sheet Number ___ of ___

Z:\Westminster Station\CAD_Lighting Details Overall.dwg, 6/20/2011 11:24:08 AM, Adobe PDF.pc3

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

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
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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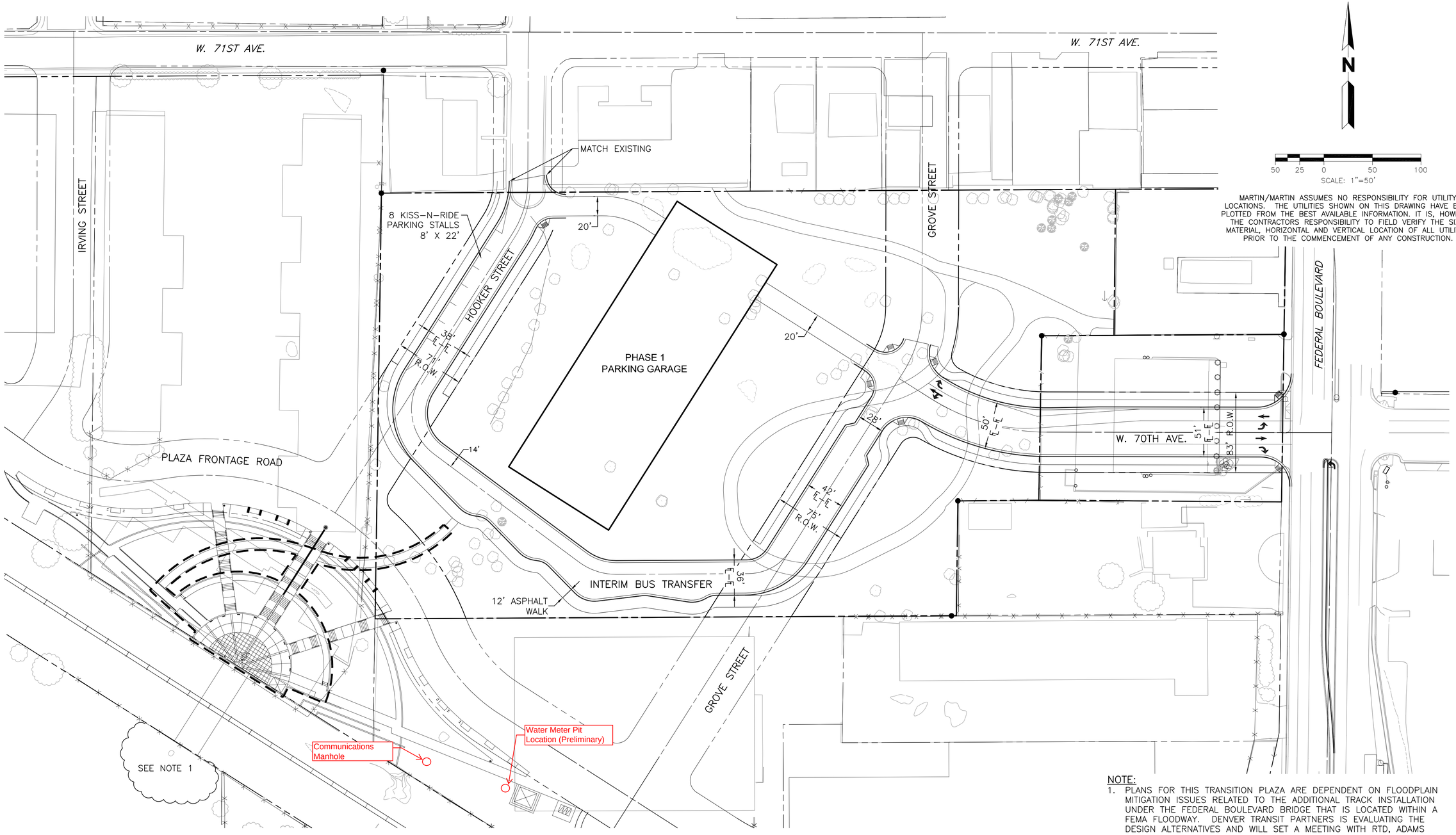
EXHIBIT B-1

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

MARTIN / MARTIN CONSULTING ENGINEERS

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Denver, Colorado 80204
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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
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

JACOBS™
707 17th Street, Suite 2300
Denver, Colorado 80202
Phone: 303-820-5240
Fax: 303-820-5298

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
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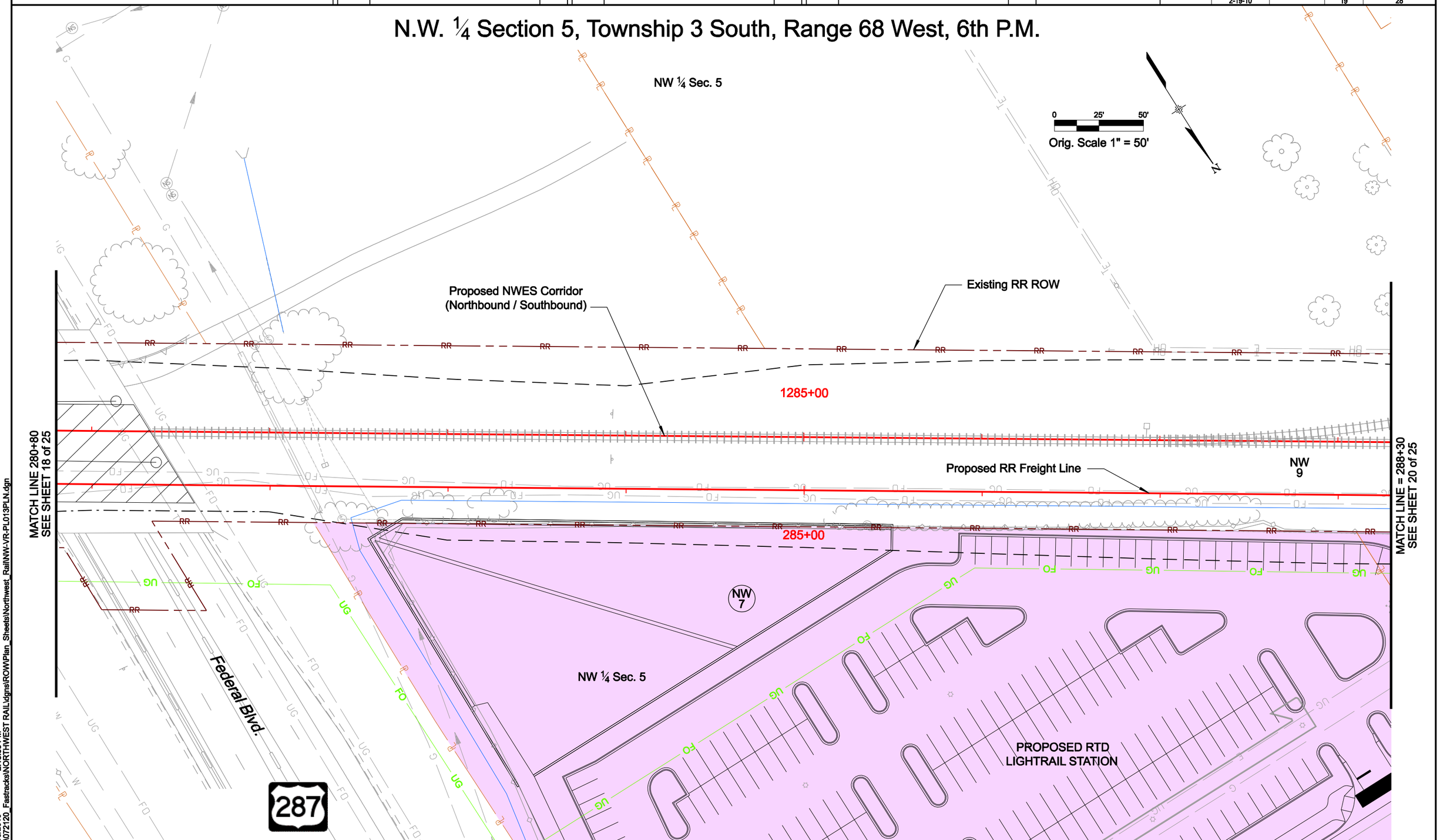
N.W. ¼ Section 5, Township 3 South, Range 68 West, 6th P.M.



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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
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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Denver, Colorado 80202
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Fax: 303-820-5298

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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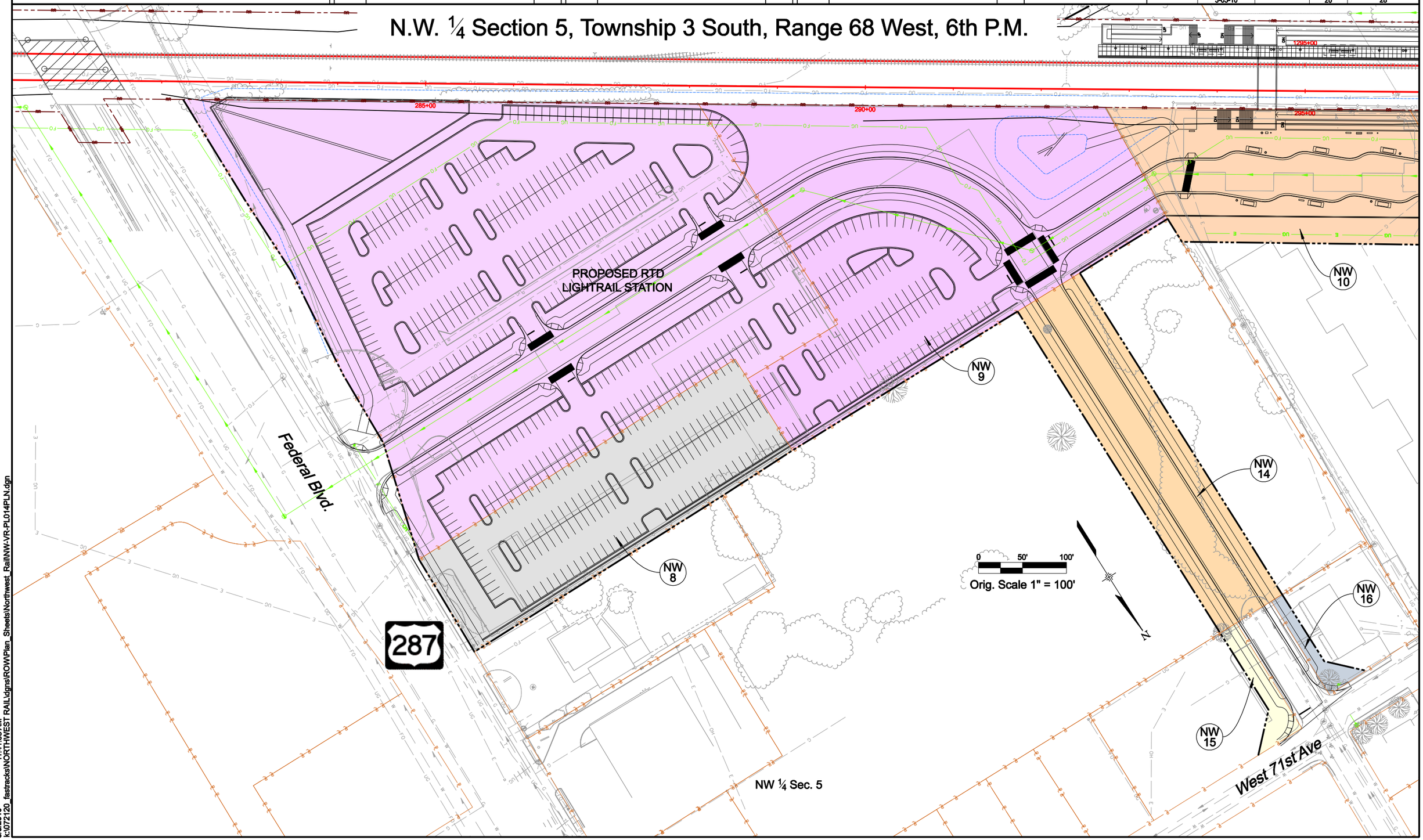

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RTD FASTTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6966

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
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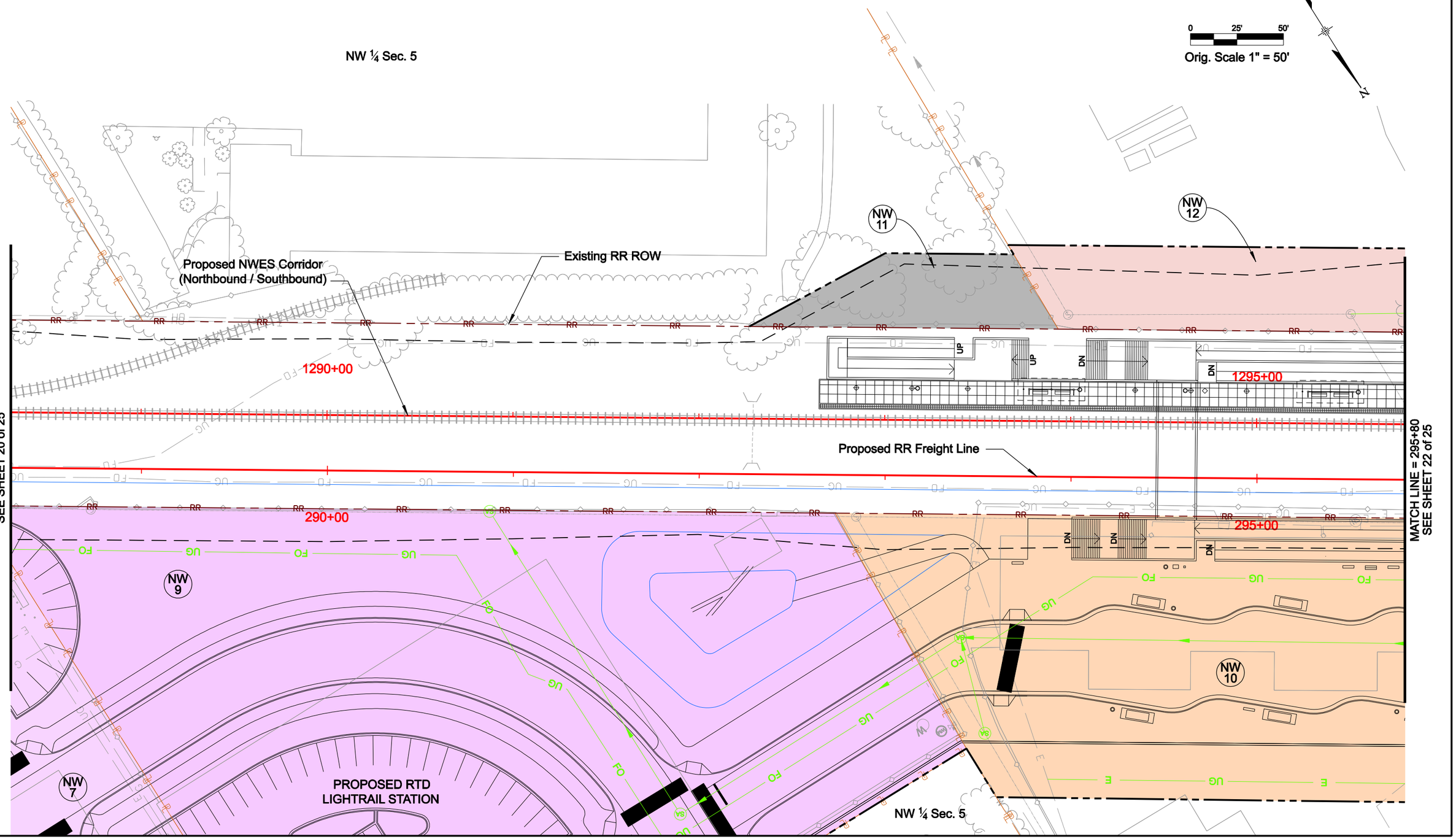

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RTD FASTTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6966

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
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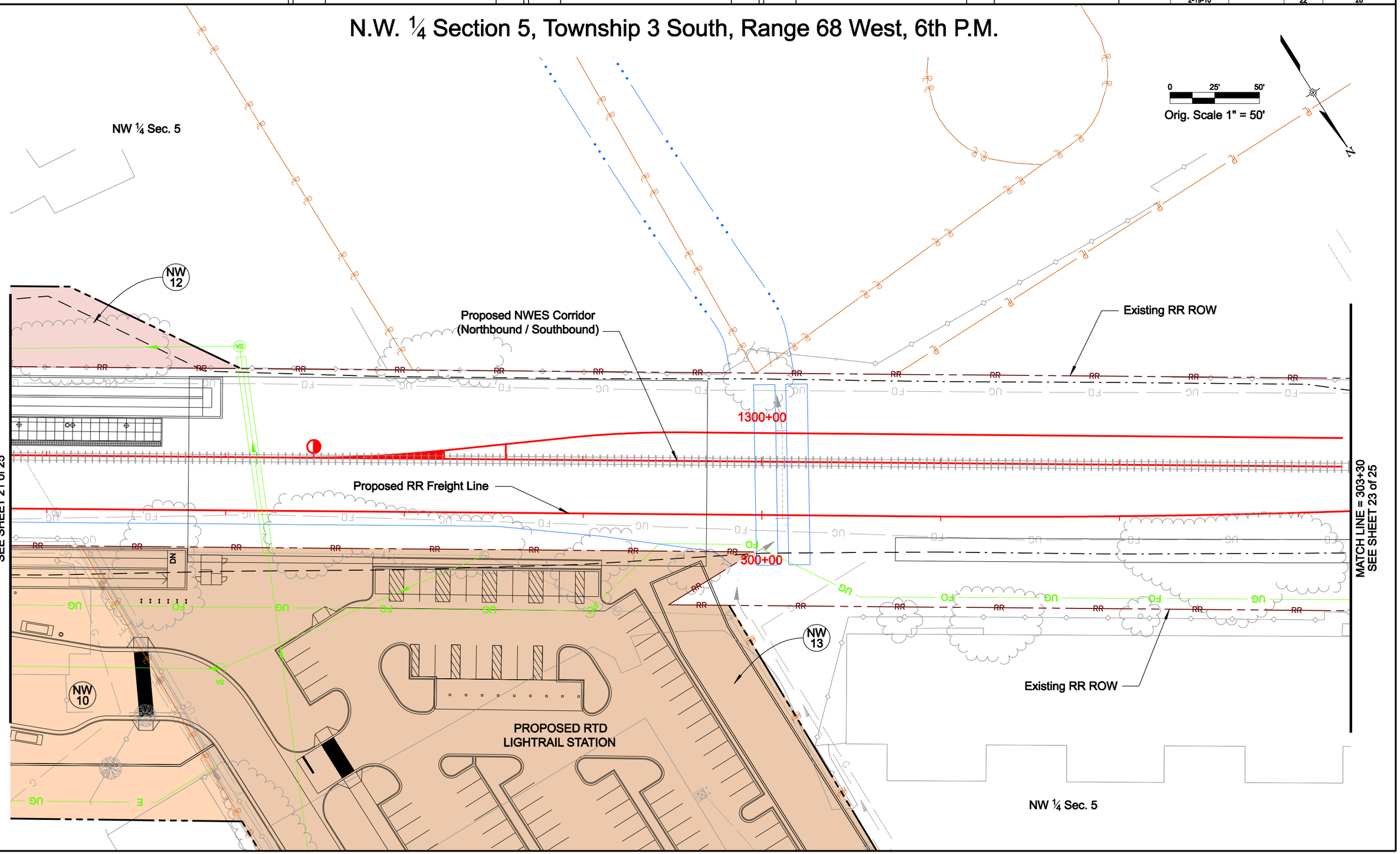

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Sheet Revisions		
Date	Description	Initials
2-19-10	Updated Design Files / Add Acquisition Shapes	DDH
3-03-10	Added Parcel NW-16	DDH

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
	3-03-10		23	28

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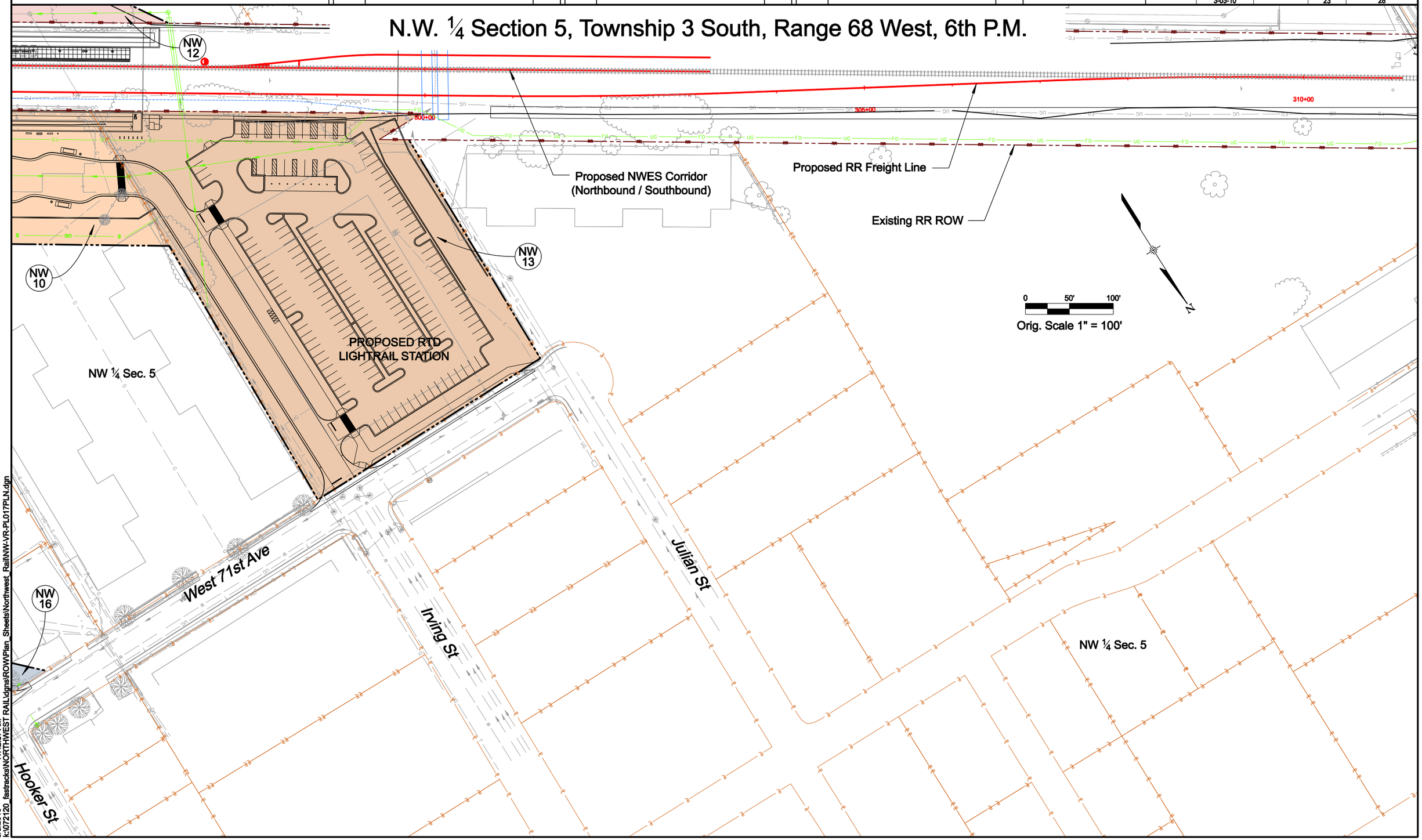

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RTD FASTTRACKS
1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

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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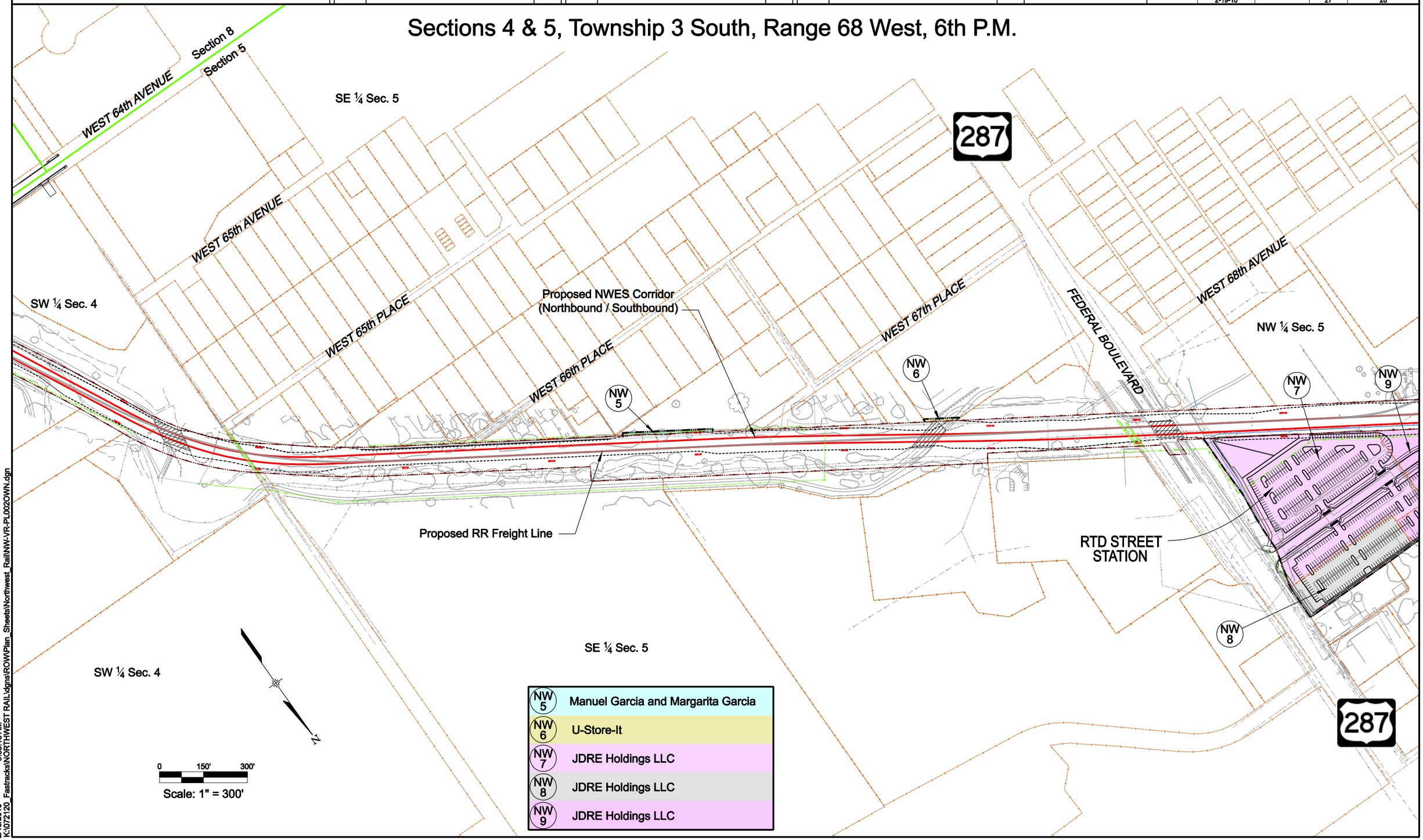
Right of Way Plans
Ownership Sheet

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

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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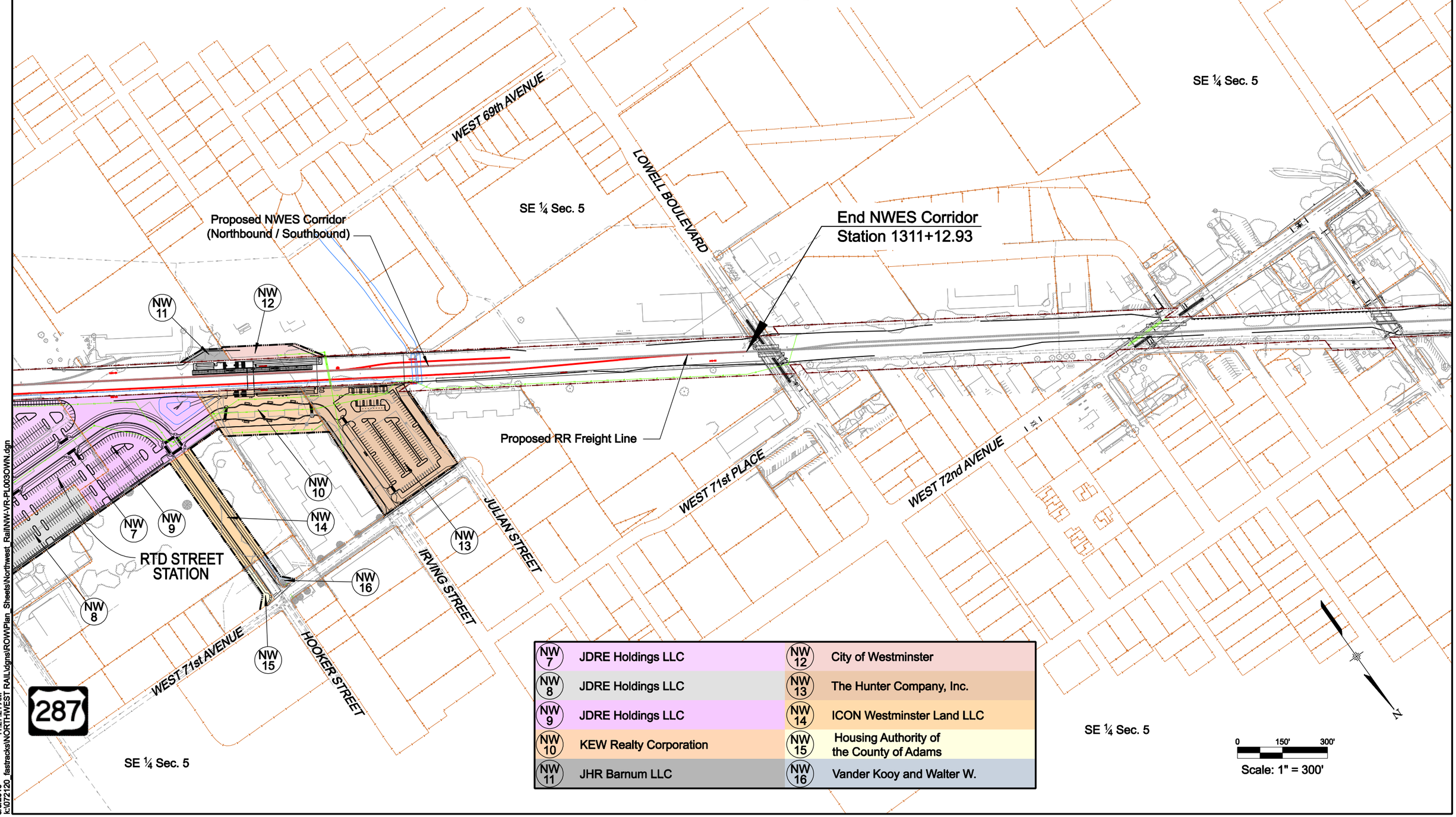
Right of Way Plans
Ownership Sheet

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.

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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

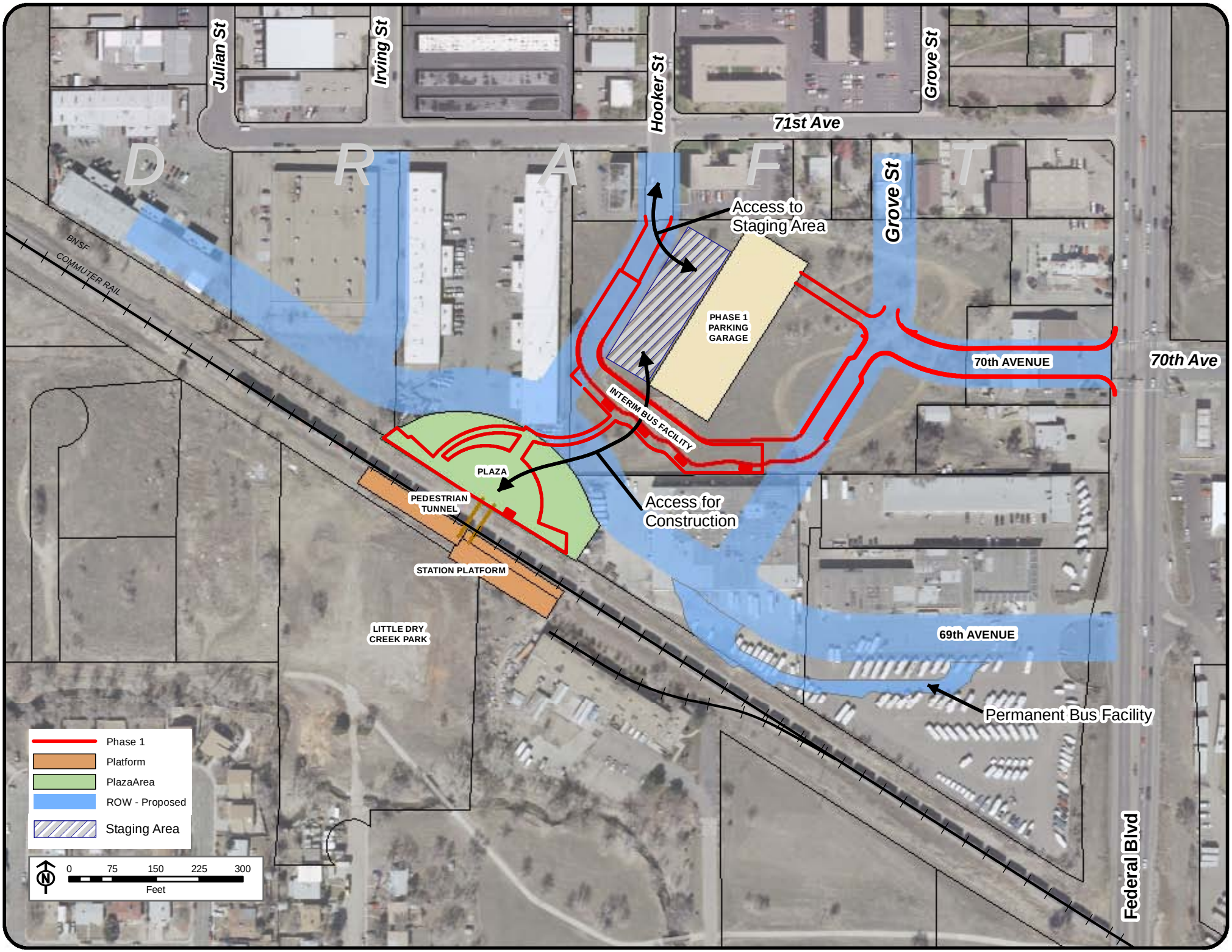

Julian St
Irving St
Hooker St
Grove St
71st Ave
D R A F T
Access to Staging Area
Grove St
BNSF COMMUTER RAIL
PHASE 1 PARKING GARAGE
70th AVENUE
70th Ave
INTERIM BUS FACILITY
PLAZA
PEDESTRIAN TUNNEL
Access for Construction
STATION PLATFORM
LITTLE DRY CREEK PARK
69th AVENUE
Permanent Bus Facility
Federal 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

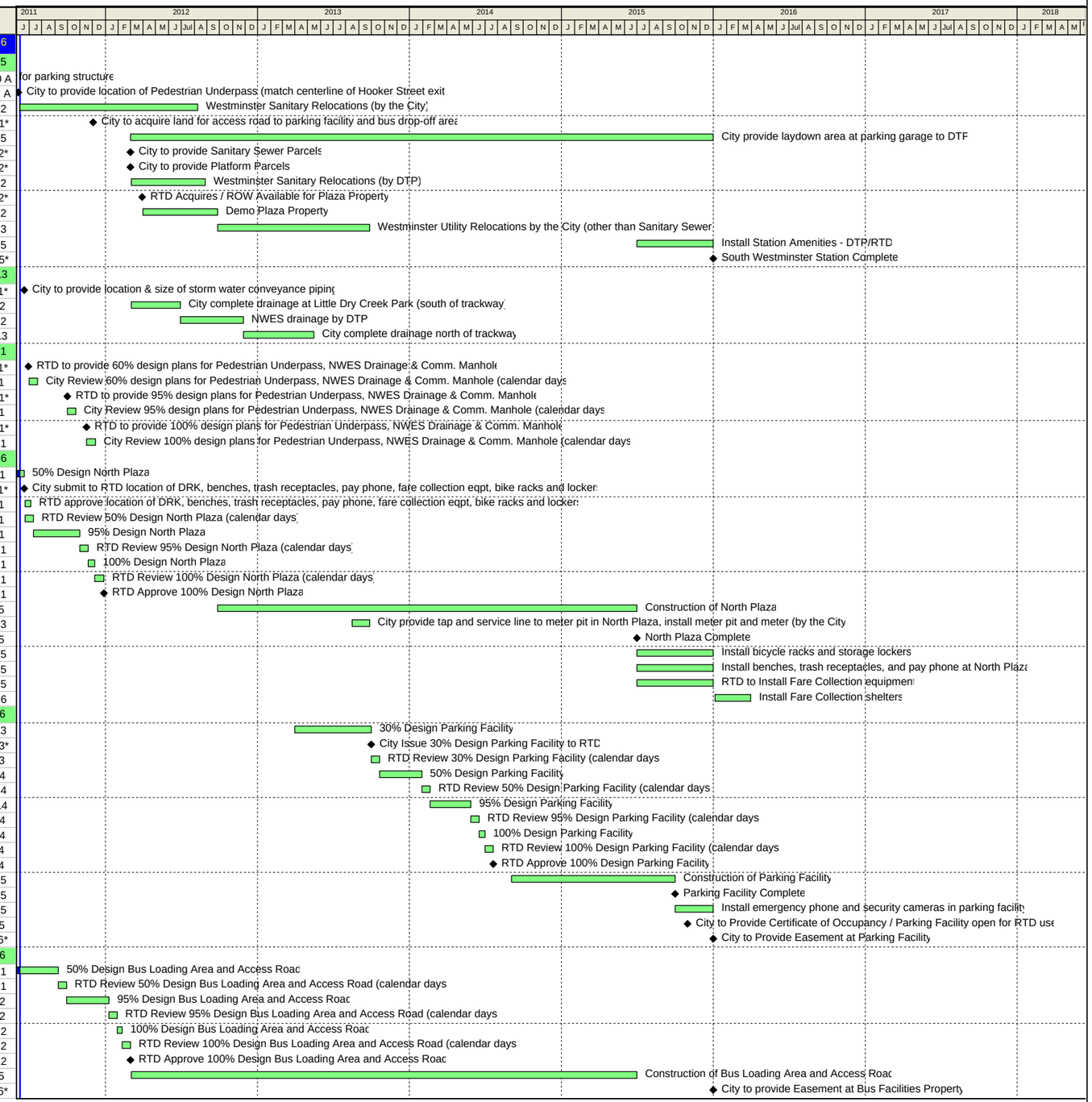
EXHIBIT H

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

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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