



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. Many items have been previously discussed at a Council Study Session.

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
 - A. 2012 Digital Cities Survey Award
7. Citizen Communication (5 minutes or less)

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

8. Consent Agenda

- A. Financial Report for November 2012
- B. Municipal Court Security Services Contract
- C. 2013 Asphalt Pavement Crackseal Project Contract
- D. Contract Custodial Services Cumulative Purchases over \$50,000 in 2012
- E. Custodial Services Contracts for City Facilities
- F. Core Network Upgrade
- G. 2013 Microsoft Office License Purchase
- H. 2013 Dell Server and Computer Replacement Purchases
- I. Wastewater Vector Truck and Closed Circuit Television Van Purchase
- J. Second Amendment to the Minor Home Repair Program Agreement
- K. Legal Services Agreement for Workers' Compensation Attorneys
- L. Environmental Services Legal Services Agreement with Sherman and Howard, LLC
- M. Environmental Services Legal Services Agreement with Carlson, Hammond & Paddock, LLC

9. Appointments and Resignations

10. Public Hearings and Other New Business

- A. Councillor's Bill No. 50 to Authorize Citylife Church Lease Agreement at the Ice Centre at the Promenade
- B. Resolution No. 40 to Authorize IGA with CDOT for the I-25 North Managed Lanes Project, US 36 to 120th Ave

11. Old Business and Passage of Ordinances on Second Reading

- A. TABLED to 2/25/13 - Continued Public Hearing and Action on the Second Amended Preliminary Development Plan and the Eighth Amended Official Development Plan for the Hyland Village Subdivision

12. Miscellaneous Business and Executive Session

- A. City Council
- B. Executive Session - Discuss and provide direction on the proposed acquisition of property for the City's 87th and Wadsworth lift station, pursuant to WMC Sections 1-11-3 (C)(2), (7) and (8), W.M.C., and Sections 24-6-402 (4)(a), (b) and (e), C.R.S.

13. Adjournment

GENERAL PUBLIC HEARING PROCEDURES ON LAND USE MATTERS

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



WESTMINSTER
Strategic Plan
2012-2017
Goals and Objectives

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



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



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, DECEMBER 10, 2012, AT 7:00 P.M.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

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

CONSIDERATION OF MINUTES

Councillor Kaiser moved, seconded by Councillor Major, to approve the minutes of the regular meeting of November 26, 2012, as presented. The motion carried unanimously.

CITY MANAGER'S REPORT

Mr. McFall reported the next regularly scheduled Council meeting had been rescheduled to December 17, as the fourth Monday of December would fall on Christmas Eve. With the exception of an unlikely need for a special meeting should an urgent matter arise, next Monday would be the Council's last meeting of 2012.

After tonight's meeting, the Westminster Economic Development Authority Board of Directors would meet. Upon adjournment of that meeting, the City Council would be asked to convene an executive session to consult with the City Attorney regarding a pending claim for damages asserted against the Police Department and to discuss negotiations regarding that claim pursuant to Sections 1-11-3(C)(3) and (7) of the Westminster Municipal Code and Sections 24-6-402(4)(b) and (e), C.R.S.

In conclusion, Mr. McFall noted that the 2013 proposed Community Development Block Grant and HOME Projects and the 2013 Action Plan were listed on the Consent Agenda. He invited any member of the audience in attendance to provide public comment relative to those topics to address Council during Citizen Communication.

CITY COUNCIL COMMENTS

Mayor McNally thanked the Fire Department for transporting Santa Claus to the homes of area children for the 75th consecutive year. She hoped this longstanding tradition never ceased, as it was a special occasion for children and families.

The Mayor reported having attended the lighting of the Menorah at the Orchard Town Center over the weekend. Sarah Ridgeway was invited to light the center candle in memory of her daughter, Jessica, who had been abducted and murdered in October.

Mayor McNally and Councillor Lindsey reported on the workshops they had attended during the recent National League of Cities Conference in Boston, Massachusetts. The quality of topics discussed and the opportunities to network with other elected officials throughout the nation were stimulating and insightful. Both appreciated the opportunity to attend and had brought back several innovative ideas that were working in other municipalities and could be modeled in Westminster.

CITIZEN COMMUNICATION

Randy Brady, 3061 West 92nd Avenue #8A, asked City Council to allow retail sales of marijuana and marijuana products in Westminster pursuant to voter-approved Amendment 64. Revenues from licensing and sales could be used to fund services and there were a variety of ways, including restricting the number of businesses to a per capita formula, that provisions of the Amendment could be responsibly implemented.

CONSENT AGENDA

The following items were submitted for Council’s consideration on the consent agenda: authorize payment of \$59,253 for the City’s 2013 Colorado Municipal League dues; based on the City Manager’s recommendation, determine that the public interest would best be served by authorizing the City Manager to execute a two-year, sole source fee agreement, subject to annual appropriation, with Carlson, Hammond and Paddock, L.L.C. for special water counsel services in an amount not to exceed \$250,000 for 2013 and not to exceed \$250,000 for 2014; based on the City Manager’s recommendation, determine that the public interest would best be served by authorizing the City Manager to execute a two-year fee agreement with Slattery & Hendrix Engineering, LLC for water resources engineering services in an amount not to exceed \$60,000 for 2013 and not to exceed \$60,000 for 2014; authorize the City Manager to increase the Wandering View Repairs Project construction contingency from \$218,577 (10%) to \$518,577 (19%), increasing the construction budget and contract limits from \$2,404,344 to \$2,704,344 and authorize the execution of a change order to the Wandering View Tanks Repairs Contract with Riley Industrial Services, Inc. in an amount not to exceed \$300,000 for replacement of additional rafters in the South Water Tank; authorize payment of \$453,375 to the Regional Transportation District for the design and construction of a betterment of the pedestrian tunnel to serve the Westminster Station commuter rail platform; approve the allocation of Community Development Block Grant (CBDG) and Home Investment Partnership Act (HOME) funds for 2013, as reflected in the agenda packet, and authorize Staff to submit the 2013 Action Plan to Housing and Urban Development (HUD) incorporating the proposed allocations; authorize the City Manager to sign the second amendment to the intergovernmental agreement with the Urban Drainage and Flood Control District for the Tanglewood Creek Channel and Pond Improvements and authorize the expenditure of an additional \$75,000 for the Project; authorize the City Manager to sign the amended intergovernmental agreement with the Urban Drainage and Flood Control District and Adams County to provide additional funding in the amount of \$275,000 for the Little Dry Creek Regional Detention Pond and related channel improvements; final passage on second reading of Councillor’s Bill No. 48, providing for a supplemental appropriation of funds to the 2012 budget of the General, Water, Storm Drainage, General Capital Outlay Replacement, and General Capital Improvement Funds; and final passage on second reading of Councillor’s Bill No. 49 authorizing revisions to Sections 8-11-3 through 8-11-8, 8-11-10, 8-11-11 and 11-6-5 and repealing Section 11-7-7 of the Westminster Municipal Code concerning storm water quality matters.

It was moved by Councillor Major, seconded by Councillor Kaiser, to approve the consent agenda as presented and distributed. The motion carried with all Council members voting favorably.

RESOLUTION NO. 39 AUTHORIZING IGA FOR 92ND AVE/FEDERAL BLVD IMPROVEMENTS

Upon a motion by Councillor Lindsey, seconded by Councillor Kaiser, the Council voted unanimously on roll call vote to adopt Resolution No. 39 authorizing the City Manager to execute an Intergovernmental Agreement with the City of Federal Heights regarding the funding, design, contract administration and construction of improvements at the intersection of 92nd Avenue and Federal Boulevard.

ADJOURNMENT

There being no further business to come before the City Council, it was moved by Councillor Briggs and seconded by Councillor Major to adjourn. The motion passed and the Mayor adjourned the meeting at 7:22 p.m.

ATTEST:

Mayor

City Clerk



Agenda Item 6 A

Agenda Memorandum

City Council Meeting
December 17, 2012



SUBJECT: 2012 Digital Cities Survey Award

Prepared By: David Puntenney, Information Technology Director

Recommended City Council Action

Mayor Nancy McNally to present the 2012 Digital Cities Survey Award to the Information Technology Department in recognition of the success that the City of Westminster has achieved in the use of information technology.

Summary Statement

- Council is asked to present the Center for Digital Government's "Digital Cities Survey" award that recognizes the success the City of Westminster has achieved in using Information Technology to streamline operations and deliver quality services to its citizens and customers.
- This award was originally presented to City Council members and Steve Smithers at the National League of Cities Conference in Boston, Massachusetts last week.
- Scott Rope - Information Systems Manager, Art Rea – Software Engineering Manager, and Dan Hord – Senior Telecommunications Administrator will be in attendance at the meeting to accept the award.

Expenditure Required: \$ 0

Source of Funds: N/A

Policy Issue

None identified

Alternative

None identified

Background Information

The Center for Digital Government, a national research and advisory institute on information technology policies and best practices in state and local government, conducts an annual comprehensive nationwide Digital Cities Survey to examine how city governments are utilizing information technology to operate efficiently while delivering quality service to their citizens. Participation in the program has increased each year and competition is growing. Cities are categorized and ranked by population.

The Center for Digital Government evaluated Westminster and other participating cities in the areas of Information Technology strategic planning, hardware and software technologies, citizen engagement, green initiatives, city services offered through web sites, use of mobile technology and policies, technology use in public safety, geographic information system capabilities, voice and data networks and more. Staff is very pleased to report that the City of Westminster has been selected as one of the top ten Cities in the nation in the population category of 75,000 – 125,000. This is the tenth year Westminster has achieved a top ten ranking, receiving 6th place for 2012. Winners were posted on the Center for Digital Government's website (www.centerdigitalgov.com) in November.

The Center for Digital Government hosted an award reception for winners during the NLC Convention in Boston on November 30, 2012.

This award addresses two Strategic Plan goals: Financially Sustainable City Government Providing Exceptional Services and Safe and Secure Community.

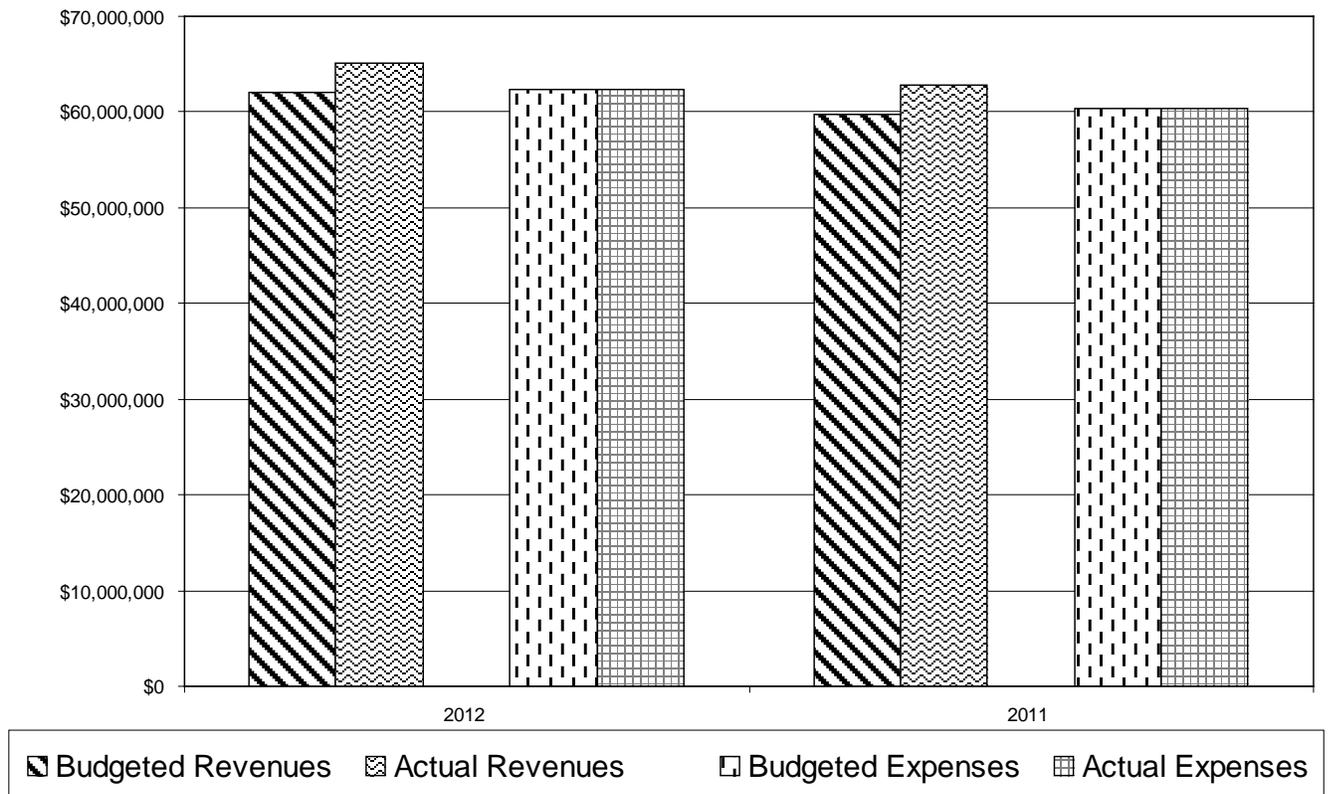
Respectfully submitted,

J. Brent McFall
City Manager

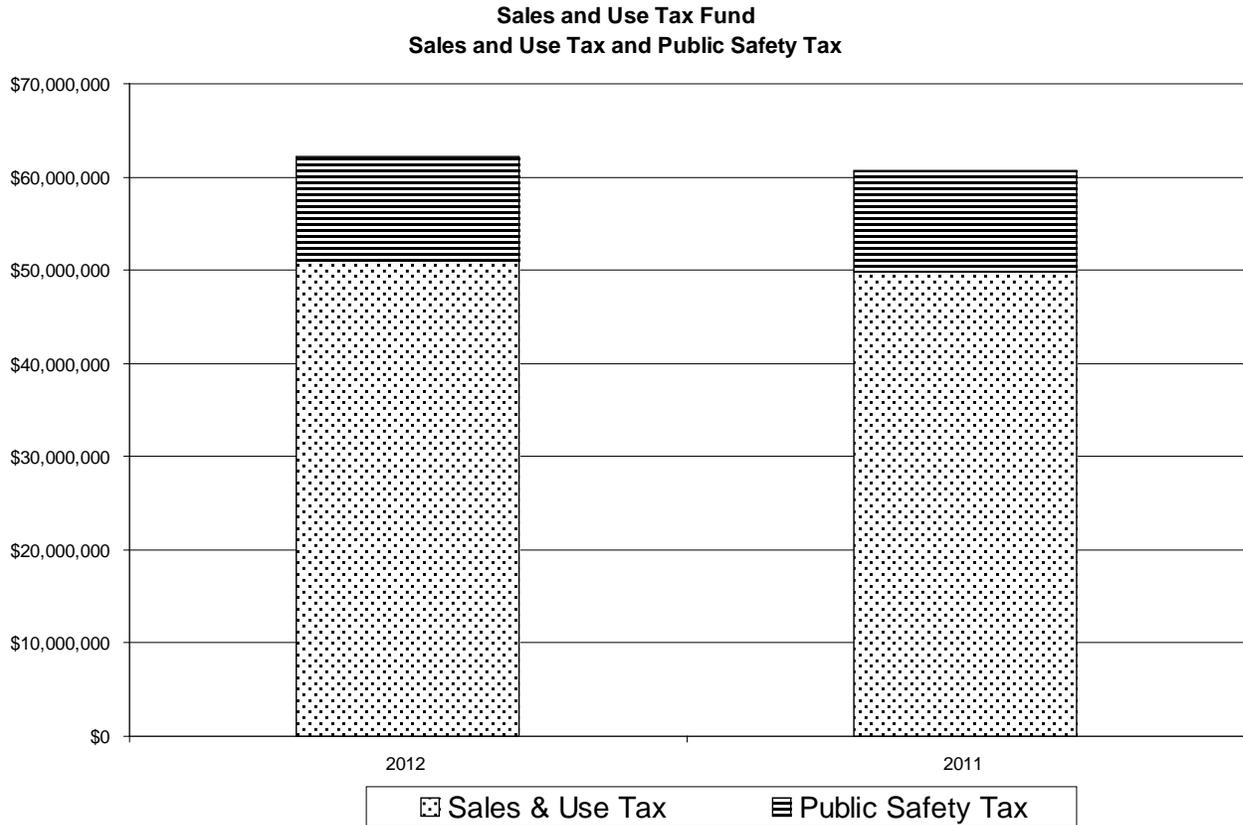
The Sales and Use Tax Fund revenues and carryover exceed expenditures by \$2,843,034. On a year-to-date cash basis, total sales and use tax is up 2.6% from 2011. Key components are listed below:

- On a year-to-date basis, across the top 25 shopping centers, total sales and use tax receipts are up 2.0% from the prior year.
- Sales tax receipts from the top 50 Sales Taxpayers, representing about 59.8% of all collections, are down 0.6% for the month.
- Urban renewal areas make up 41.1% of gross sales tax collections. After urban renewal area and economic development assistance adjustments, 83.0% of this money is being retained for General Fund use.
- Auto Use tax is up 16.6% on a year-to-date basis.

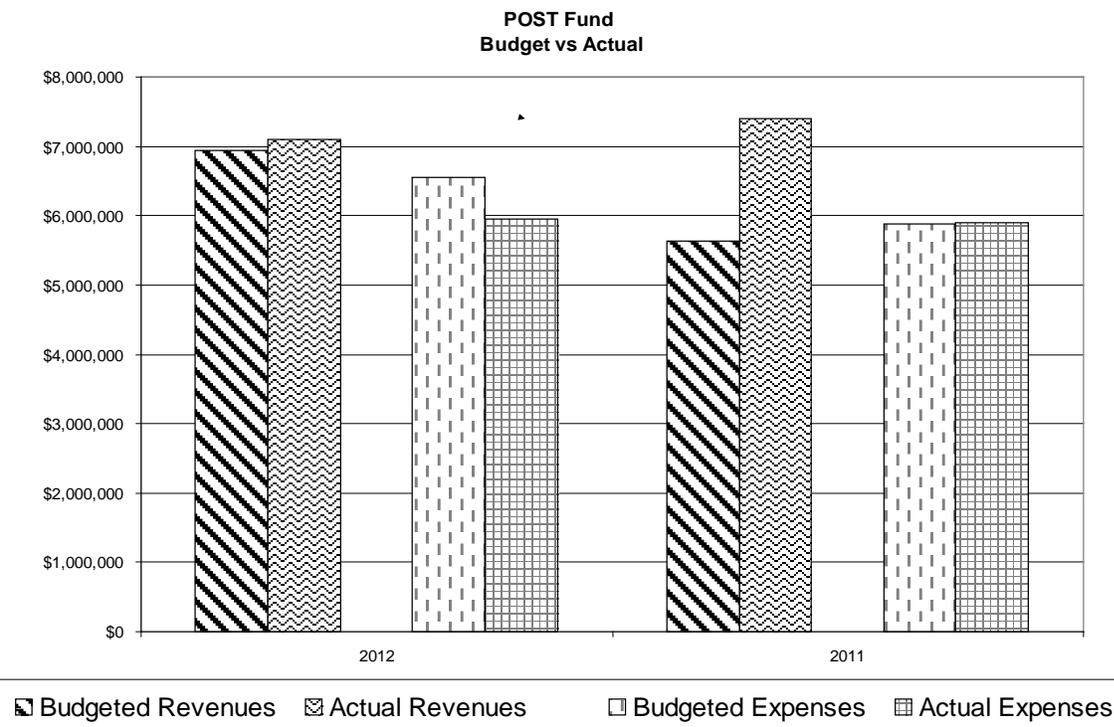
**Sales & Use Tax Fund
Budget vs Actual**



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

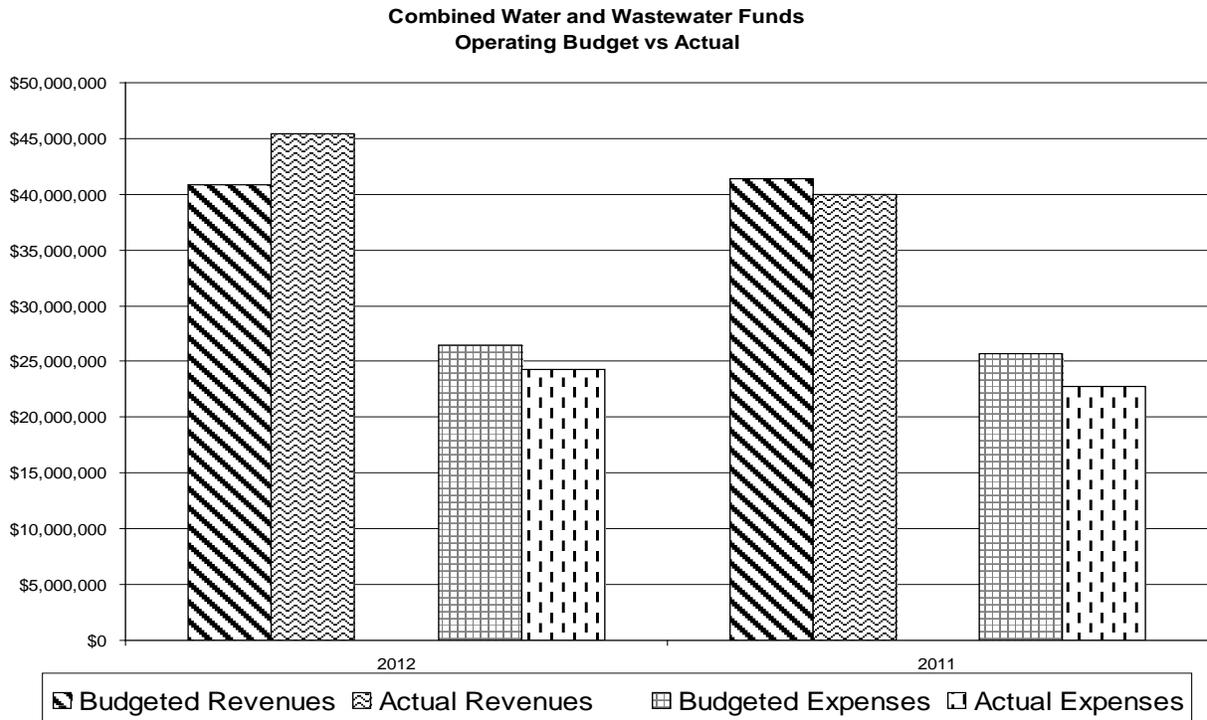


The Parks Open Space and Trails Fund revenues and carryover exceed expenditures by \$1,146,863.



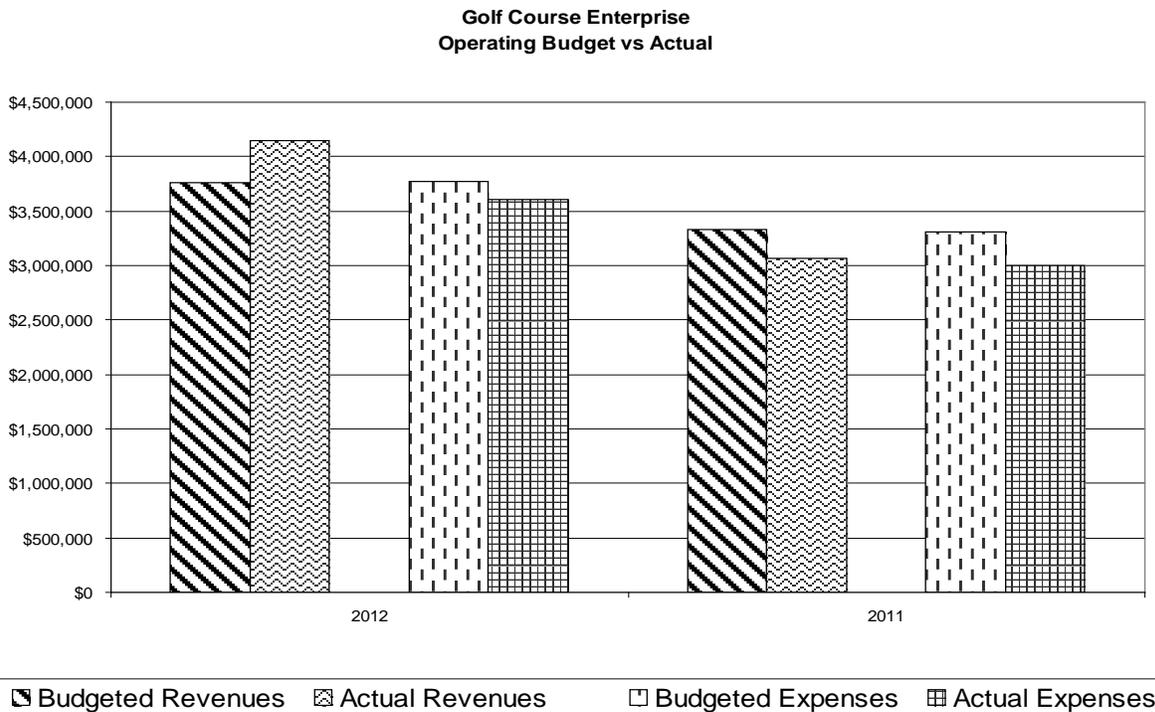
2012 revenues include \$1.4 million of carryover funds. 2011 revenues reflect the receipt of a significant grant that was appropriated in the prior year.

The combined Water & Wastewater Fund revenues and carryover exceed expenses by \$21,200,519. Operating revenues exceed operating expenses by \$21,115,276. \$12,435,927 is budgeted for capital projects and reserves.



The 2012 budget to actual revenue variance is due to the effect of climatic variations on water consumption and changes to billing rates. The intergovernmental revenue is the interest rate subsidy from the Federal government for the Build America Bonds issued in 2010.

The combined Golf Course Fund revenues and carryover exceed expenditures by \$544,325.



On a combined basis, golf course revenues are up by \$392,523 over prorated budget. This is attributable to increased play and primarily corporate memberships.

Policy Issue

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

Alternative

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

Background Information

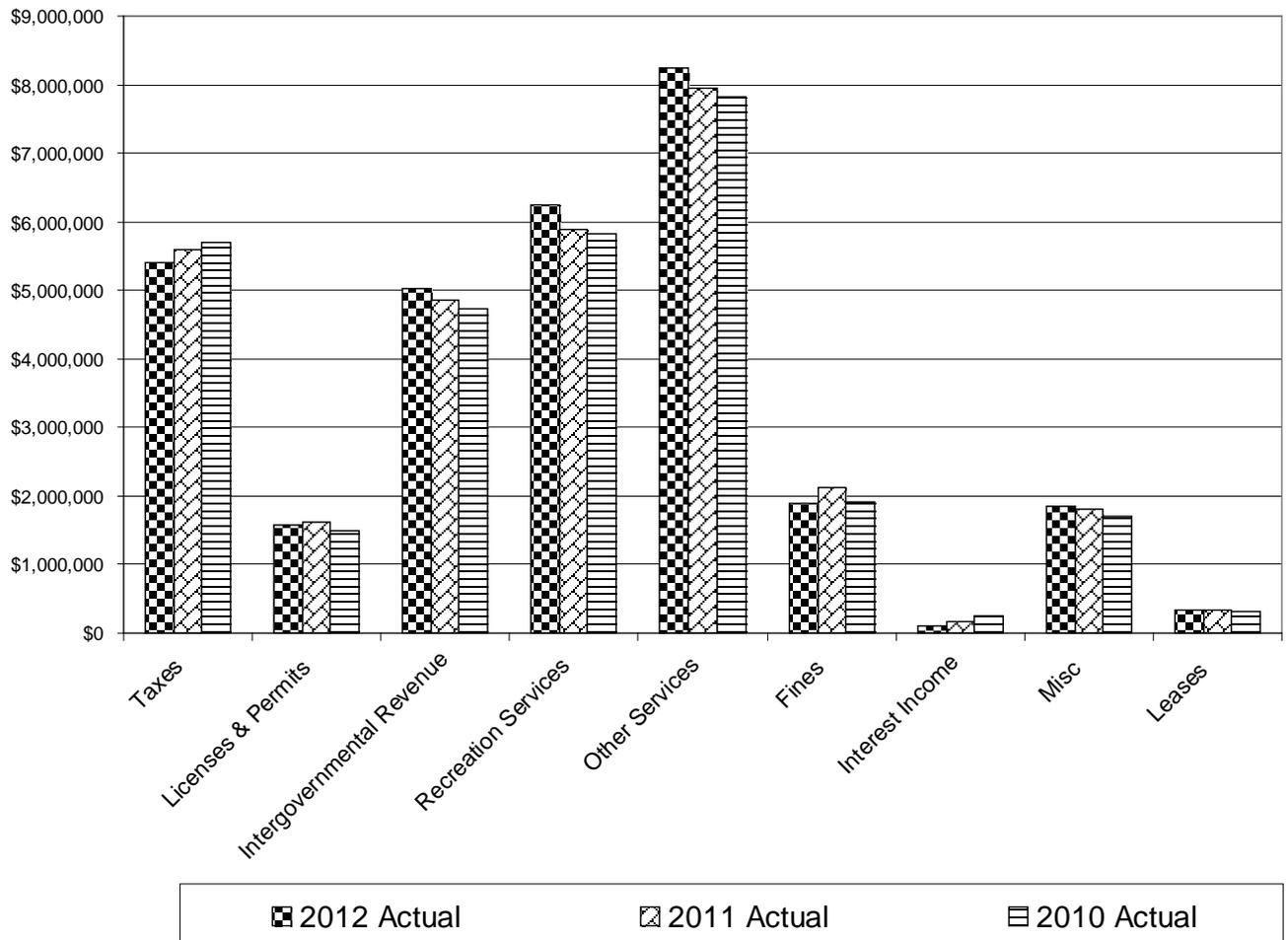
This section includes a discussion of highlights of each fund presented.

General Fund

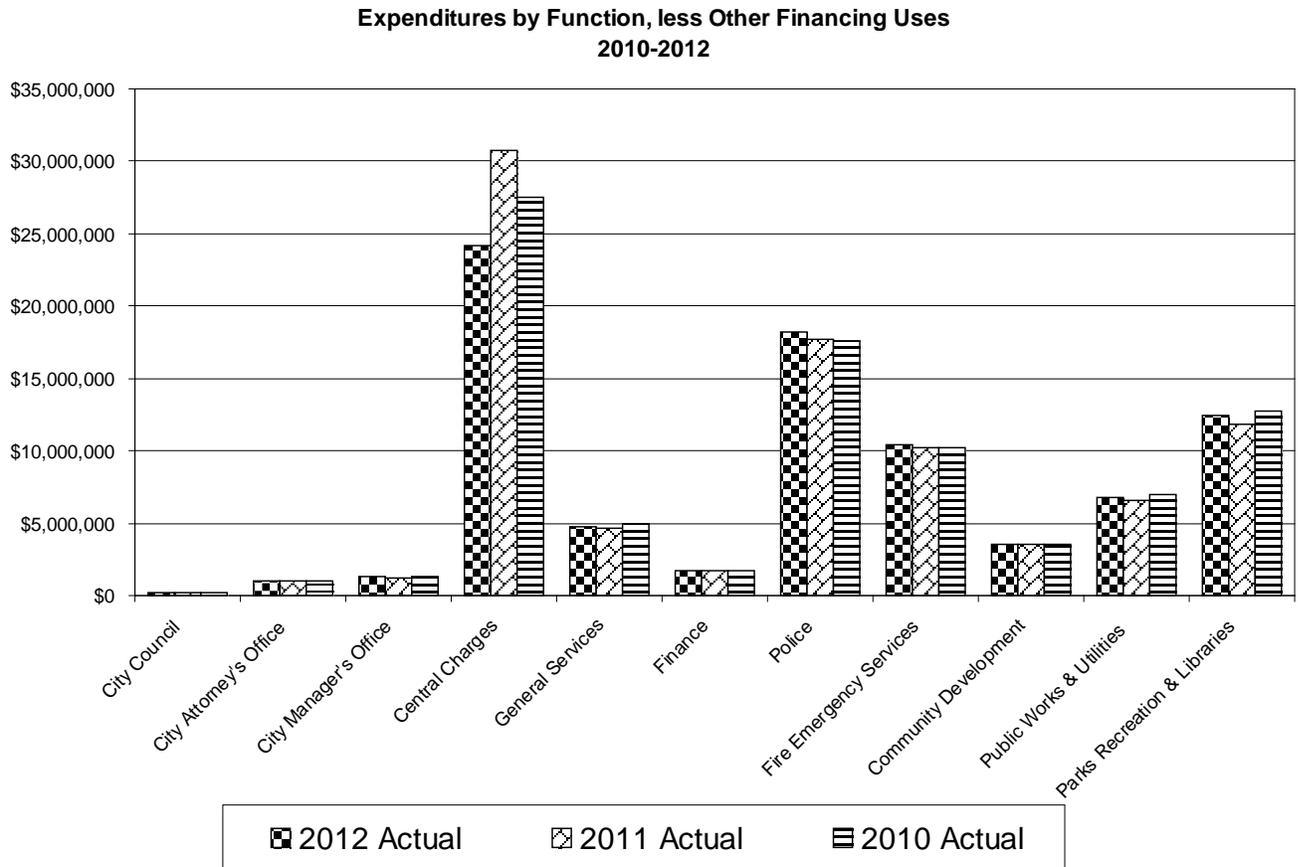
This fund reflects the result of the City’s operating departments: Police, Fire, Public Works (Streets, etc.), Parks Recreation and Libraries, Community Development, and the internal service functions: City Manager, City Attorney, Finance, and General Services.

The following chart represents the trend in actual revenues from 2010-2012 year-to-date.

**General Fund Revenues without Transfers, Carryover, and Other Financing Sources
2010-2012**



The following chart identifies where the City is focusing its resources. The chart shows year-to-date spending for 2010-2012.



The large increase in Central Charges in 2011 was due to a transfer to WEDA of \$4 million for WURP as well as a larger transfer budgeted for the General Capital Improvement Fund in 2011 when compared to 2012.

2010 Central Charges expenditures reflect \$4.4 million more in transfers than in 2012, primarily to WEDA and the General Capital Improvement Fund, and an adjustment to eliminate the skewing effect of the 2001 COP debt refinancing.

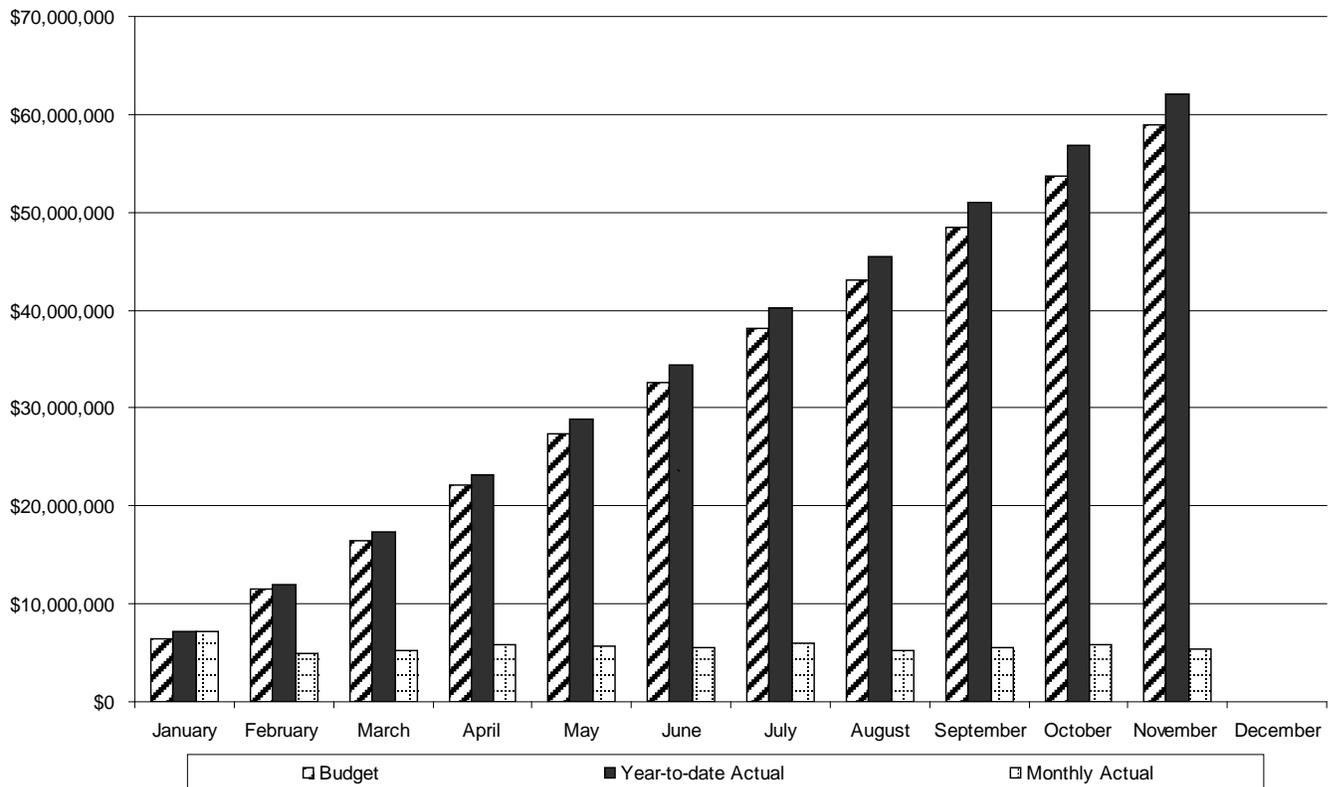
Sales and Use Tax Funds (Sales & Use Tax Fund and Parks, Open Space and Trails Sales & Use Tax Fund)

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

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

**Sales & Use Tax - excluding Interest,
Transfers and Carryover
2012**

Budget = \$64,660,872

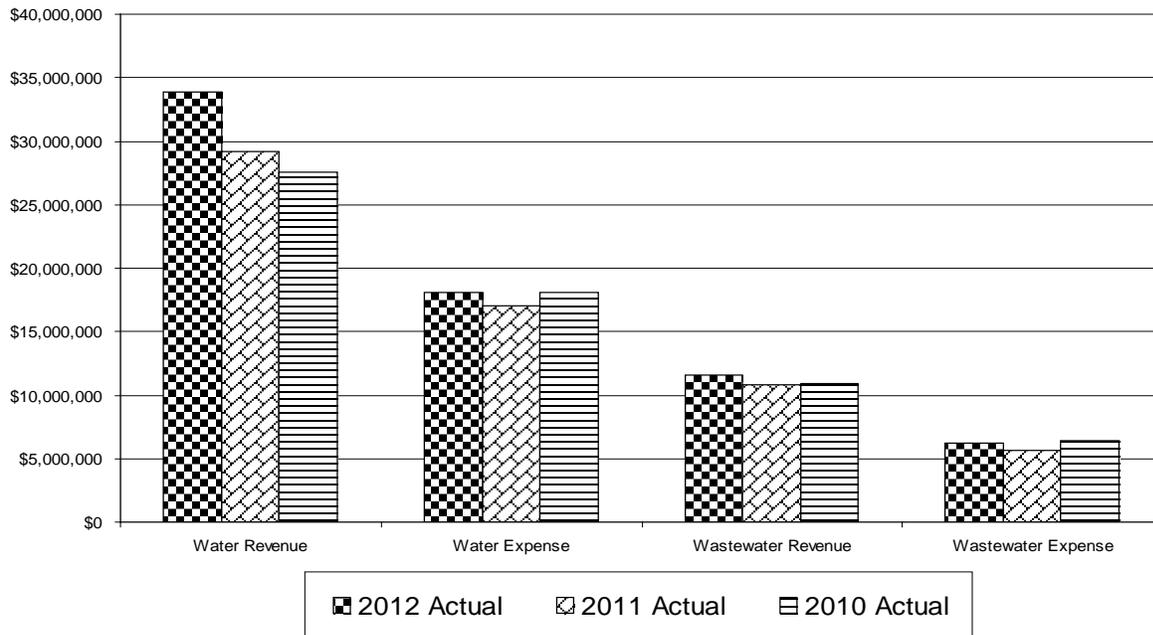


Water, Wastewater and Storm Water Drainage Funds (The Utility Enterprise)

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

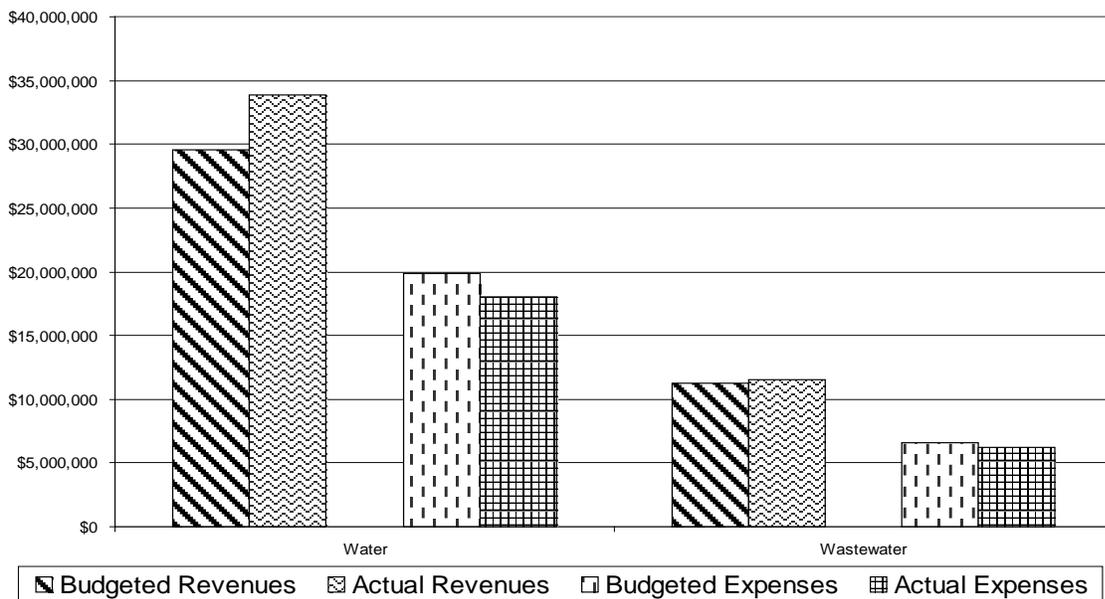
These graphs represent segment information for the Water and Wastewater funds.

**Water and Wastewater Funds
Operating Revenue and Expenses 2010-2012**



The water revenue variance is due to the effect of climatic variations on water consumption and 2012 changes to billing rates.

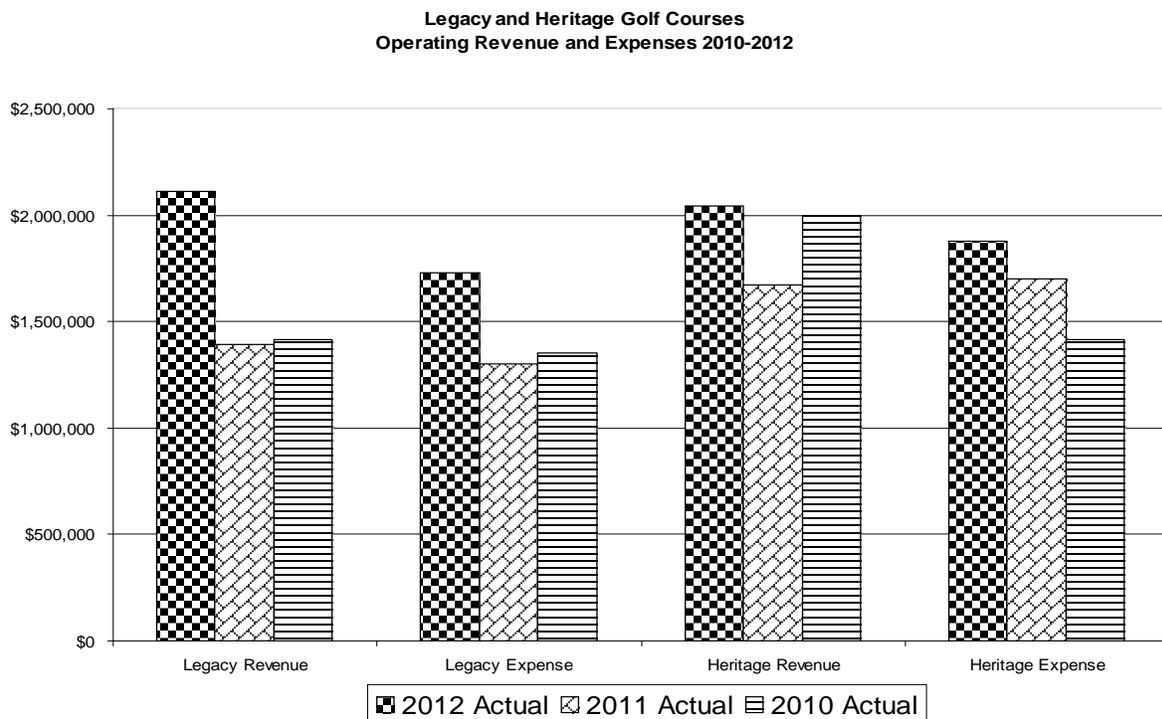
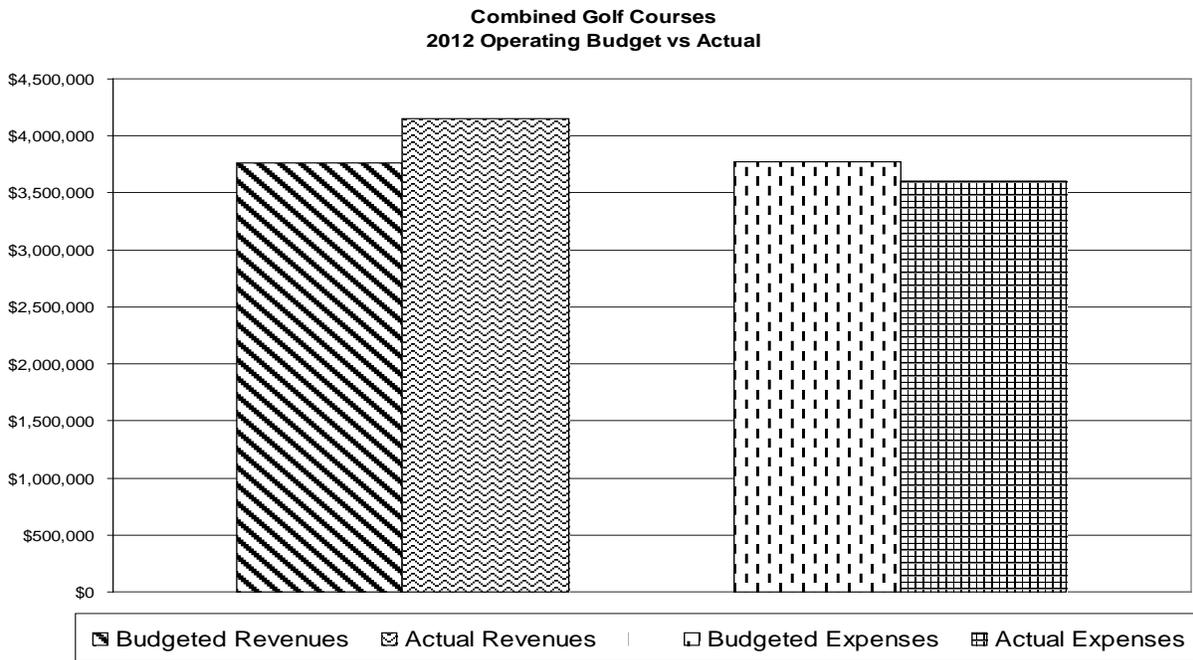
**Water and Wastewater Funds
2012 Operating Budget vs Actual**



The 2012 budget to actual Water Fund revenue variance is due to the effect of climatic variations on water consumption and changes to billing rates.

Golf Course Enterprise (Legacy and Heritage Golf Courses)

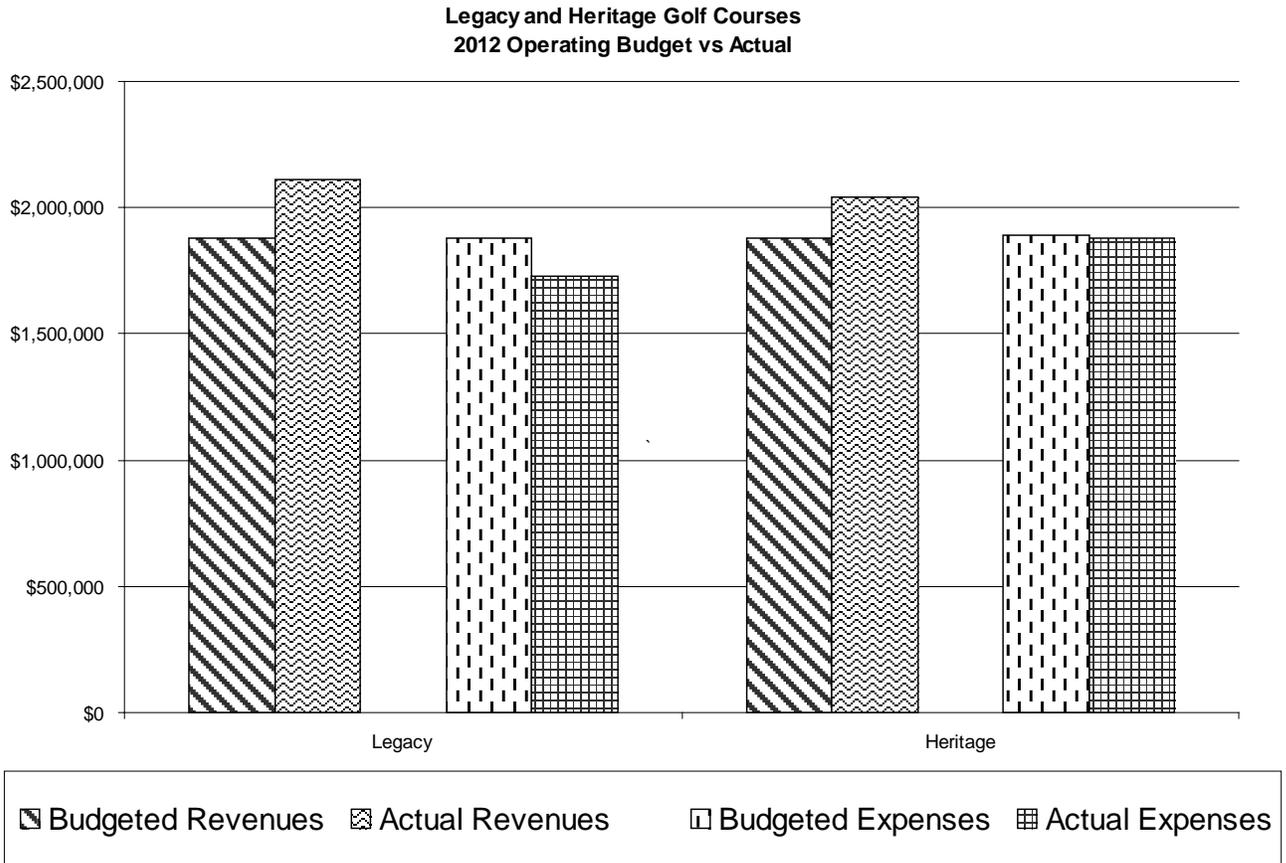
This enterprise reflects the operations of the City’s two municipal golf courses.



Carryover of \$380,000 and charges for services, including driving range and green fees at both courses, account for increased revenues, as do transfers in from other funds. Transfers decreased in 2011 as a result of savings from refunding of the bonds.

A transfer of \$380,000 to the General Capital Improvement Fund for the Heritage Golf Course back nine land acquisition is reflected in 2012 Legacy Ridge expenses.

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



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

Respectfully submitted,

J. Brent McFall, City Manager

Attachments

**City of Westminster
Financial Report
For Eleven Months Ending November 30, 2012**

Description General Fund	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	%
						Budget
Revenues						
Taxes	5,575,590	5,466,029		5,413,230	(52,799)	99.0%
Licenses & Permits	1,415,000	1,303,248		1,587,002	283,754	121.8%
Intergovernmental Revenue	5,055,648	4,263,718	(1)	5,024,545	760,827	117.8%
Charges for Services						
Recreation Services	6,418,338	5,575,931		6,236,795	660,864	111.9%
Other Services	9,530,695	8,176,092		8,246,556	70,464	100.9%
Fines	2,110,000	1,951,092		1,901,906	(49,186)	97.5%
Interest Income	180,000	142,778		105,640	(37,138)	74.0%
Miscellaneous	1,749,263	1,679,661		1,845,799	166,138	109.9%
Leases	386,208	345,328		345,328	0	100.0%
Interfund Transfers	61,684,647	56,544,260		56,544,260	0	100.0%
Sub-total Revenues	<u>94,105,389</u>	<u>85,448,137</u>		<u>87,251,061</u>	1,802,924	102.1%
Carryover	1,926,631	1,926,631		1,926,631	0	100.0%
Total Revenues	<u>96,032,020</u>	<u>87,374,768</u>		<u>89,177,692</u>	1,802,924	102.1%
Expenditures						
City Council	240,119	204,352		166,854	(37,498)	81.7%
City Attorney's Office	1,197,764	1,056,940		1,022,897	(34,043)	96.8%
City Manager's Office	1,520,610	1,338,189		1,321,227	(16,962)	98.7%
Central Charges	26,900,601	24,611,927		24,224,537	(387,390)	98.4%
General Services	5,828,493	5,061,880		4,709,298	(352,582)	93.0%
Finance	1,994,706	1,759,615		1,755,247	(4,368)	99.8%
Police	20,403,971	18,053,660		18,188,478	134,818	100.7%
Fire Emergency Services	11,792,644	10,388,767		10,430,589	41,822	100.4%
Community Development	4,125,271	3,610,933		3,576,088	(34,845)	99.0%
Public Works & Utilities	7,767,031	7,072,244		6,815,846	(256,398)	96.4%
Parks, Recreation & Libraries	14,260,810	12,684,646		12,482,801	(201,845)	98.4%
Total Expenditures	<u>96,032,020</u>	<u>85,843,153</u>		<u>84,693,862</u>	(1,149,291)	98.7%
Revenues Over(Under)						
Expenditures	<u>0</u>	<u>1,531,615</u>		<u>4,483,830</u>	<u>2,952,215</u>	

(1) The Intergovernmenta Budget to Actual variance reflects unbudgeted grant reimbursements.

**City of Westminster
Financial Report
For Eleven Months Ending November 30, 2012**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Sales and Use Tax Fund						
Revenues						
Sales Tax						
Sales Tax Returns	44,669,579	40,827,770		42,522,114	1,694,344	104.1%
Sales Tx Audit Revenues	719,000	659,323		487,151	(172,172)	73.9%
S-T Rev. STX	<u>45,388,579</u>	<u>41,487,093</u>		<u>43,009,265</u>	<u>1,522,172</u>	103.7%
Use Tax						
Use Tax Returns	7,193,750	6,408,108		7,549,769	1,141,661	117.8%
Use Tax Audit Revenues	785,000	719,845		537,908	(181,937)	74.7%
S-T Rev. UTX	<u>7,978,750</u>	<u>7,127,953</u>		<u>8,087,677</u>	<u>959,724</u>	113.5%
Total STX and UTX	<u><u>53,367,329</u></u>	<u><u>48,615,046</u></u>		<u><u>51,096,942</u></u>	<u><u>2,481,896</u></u>	105.1%
Public Safety Tax						
PST Tax Returns	10,985,043	10,099,494		10,835,513	736,019	107.3%
PST Audit Revenues	308,500	282,895		204,933	(77,962)	72.4%
Total Rev. PST	<u>11,293,543</u>	<u>10,382,389</u>		<u>11,040,446</u>	<u>658,057</u>	106.3%
Interest Income	95,000	87,083		65,196	(21,887)	74.9%
Interfund Transfers	257,000	235,583		235,583	0	100.0%
Carryover	2,693,412	2,693,412		2,693,412	0	100.0%
Total Revenues and Carryover	<u><u>67,706,284</u></u>	<u><u>62,013,513</u></u>		<u><u>65,131,579</u></u>	<u><u>3,118,066</u></u>	105.0%
Expenditures						
Central Charges	<u>67,706,284</u>	<u>62,288,545</u>		<u>62,288,545</u>	0	100.0%
Revenues Over(Under)						
Expenditures	<u><u>0</u></u>	<u><u>(275,032)</u></u>		<u><u>2,843,034</u></u>	<u><u>3,118,066</u></u>	

**City of Westminster
Financial Report
For Eleven Months Ending November 30, 2012**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
POST Fund						
Revenues						
Sales & Use Tax	4,814,510	4,402,867		4,599,005	196,138	104.5%
Intergovernmental Revenue	1,138,493	929,108		930,793	1,685	100.2%
Interest Income	3,400	3,117		19,967	16,850	640.6%
Miscellaneous	199,260	182,655		125,540	(57,115)	68.7%
Interfund Transfers	19,000	17,417		17,417	0	100.0%
Sub-total Revenues	<u>6,174,663</u>	<u>5,535,164</u>		<u>5,692,722</u>	<u>157,558</u>	<u>102.8%</u>
Carryover	<u>1,400,000</u>	<u>1,400,000</u>		<u>1,400,000</u>	<u>0</u>	<u>100.0%</u>
Total Revenues	<u>7,574,663</u>	<u>6,935,164</u>		<u>7,092,722</u>	<u>157,558</u>	<u>102.3%</u>
Expenditures						
Central Charges	7,296,823	6,350,074		5,780,919	(569,155)	91.0%
Park Services	277,840	209,881		164,940	(44,941)	78.6%
	<u>7,574,663</u>	<u>6,559,956</u>		<u>5,945,859</u>	<u>(614,096)</u>	<u>90.6%</u>
Revenues Over(Under)						
Expenditures	<u>0</u>	<u>375,208</u>		<u>1,146,863</u>	<u>771,654</u>	

**City of Westminster
Financial Report
For Eleven Months Ending November 30, 2012**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Water and Wastewater Funds - Combined						
Operating Revenues						
License & Permits	75,000	68,750		91,920	23,170	133.7%
Intergovernmental Revenue	0	0		258,630	258,630	
Rates and Charges	43,153,638	40,338,812		44,537,045	4,198,233	110.4%
Miscellaneous	474,896	435,322		533,171	97,849	122.5%
Total Operating Revenues	<u>43,703,534</u>	<u>40,842,884</u>		<u>45,420,766</u>	<u>4,577,882</u>	111.2%
Operating Expenses						
Central Charges	5,893,555	5,402,425		5,346,977	(55,448)	99.0%
Finance	669,344	598,394		546,373	(52,021)	91.3%
Public Works & Utilities	20,919,246	17,921,805		16,077,685	(1,844,120)	89.7%
Parks, Recreation & Libraries	132,272	127,510		102,380	(25,130)	80.3%
Information Technology	2,784,438	2,472,581		2,232,075	(240,506)	90.3%
Total Operating Expenses	<u>30,398,855</u>	<u>26,522,715</u>		<u>24,305,490</u>	<u>(2,217,225)</u>	91.6%
Operating Income (Loss)	<u>13,304,679</u>	<u>14,320,169</u>		<u>21,115,276</u>	<u>6,795,107</u>	
Other Revenue and Expenses						
Tap Fees	3,700,000	3,483,900		5,080,874	1,596,974	145.8%
Interest Income	553,600	507,466		303,998	(203,468)	59.9%
Interfund Transfers	3,967,501	3,636,876		3,636,876	0	100.0%
Sale of Assets	0	0		124,458	124,458	
Carryover	4,591,155	4,591,155		4,591,155	0	100.0%
Debt Service	(7,219,424)	(7,190,534)		(7,190,534)	0	100.0%
Reserve Transfer	(6,461,584)	(6,461,584)		(6,461,584)	0	100.0%
Total Other Revenue (Expenses)	<u>(868,752)</u>	<u>(1,432,721)</u>		<u>85,243</u>	<u>1,517,964</u>	
Increase (Decrease) in Net Assets	<u>12,435,927</u>	<u>12,887,448</u>		<u>21,200,519</u>	<u>8,313,071</u>	

**City of Westminster
Financial Report
For Eleven Months Ending November 30, 2012**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Water Fund						
Operating Revenues						
License & Permits	75,000	68,750		91,920	23,170	133.7%
Intergovernmental Revenue	0	0		258,630	258,630	
Rates and Charges	30,892,138	29,099,104		33,011,371	3,912,267	113.4%
Miscellaneous	464,896	426,155		498,660	72,505	117.0%
Total Operating Revenues	<u>31,432,034</u>	<u>29,594,009</u>		<u>33,860,581</u>	<u>4,266,572</u>	114.4%
Operating Expenses						
Central Charges	4,170,645	3,823,091		3,770,321	(52,770)	98.6%
Finance	669,344	598,394		546,373	(52,021)	91.3%
Public Works & Utilities	14,740,795	12,867,827		11,401,113	(1,466,714)	88.6%
PR&L Standley Lake	132,272	127,510		102,380	(25,130)	80.3%
Information Technology	2,784,438	2,472,581		2,232,075	(240,506)	90.3%
Total Operating Expenses	<u>22,497,494</u>	<u>19,889,403</u>		<u>18,052,262</u>	<u>(1,837,141)</u>	90.8%
Operating Income (Loss)	<u>8,934,540</u>	<u>9,704,606</u>		<u>15,808,319</u>	<u>6,103,713</u>	
Other Revenue and Expenses						
Tap Fees	3,000,000	2,839,500		3,778,622	939,122	133.1%
Interest Income	365,600	335,133		213,660	(121,473)	63.8%
Interfund Transfers	2,984,511	2,735,802		2,735,802	0	100.0%
Sale of Assets	0	0		124,458	124,458	
Carryover	3,746,765	3,746,765		3,746,765	0	100.0%
Debt Service	(5,715,075)	(5,686,185)		(5,686,185)	0	100.0%
Reserve Transfer	(5,692,414)	(5,692,414)		(5,692,414)	0	100.0%
Total Other Revenues (Expenses)	<u>(1,310,613)</u>	<u>(1,721,399)</u>		<u>(779,292)</u>	<u>942,107</u>	
Increase (Decrease) in Net Assets	<u>7,623,927</u>	<u>7,983,207</u>		<u>15,029,027</u>	<u>7,045,820</u>	

**City of Westminster
Financial Report
For Eleven Months Ending November 30, 2012**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Wastewater Fund						
Operating Revenues						
Rates and Charges	12,261,500	11,239,708		11,525,674	285,966	102.5%
Miscellaneous	10,000	9,167		34,511	25,344	376.5%
Total Operating Revenues	<u>12,271,500</u>	<u>11,248,875</u>		<u>11,560,185</u>	<u>311,310</u>	102.8%
Operating Expenses						
Central Charges	1,722,910	1,579,334		1,576,656	(2,678)	99.8%
Public Works & Utilities	6,178,451	5,053,978		4,676,572	(377,406)	92.5%
Total Operating Expenses	<u>7,901,361</u>	<u>6,633,312</u>		<u>6,253,228</u>	<u>(380,084)</u>	94.3%
Operating Income (Loss)	<u>4,370,139</u>	<u>4,615,563</u>		<u>5,306,957</u>	<u>691,394</u>	
Other Revenue and Expenses						
Tap Fees	700,000	644,400		1,302,252	657,852	202.1%
Interest Income	188,000	172,333		90,338	(81,995)	52.4%
Interfund Transfers	982,990	901,074		901,074	0	100.0%
Carryover	844,390	844,390		844,390	0	100.0%
Debt Service	(1,504,349)	(1,504,349)		(1,504,349)	0	100.0%
Reserve Transfer	(769,170)	(769,170)		(769,170)	0	100.0%
Total Other Revenues (Expenses)	<u>441,861</u>	<u>288,678</u>		<u>864,535</u>	<u>575,857</u>	
Increase (Decrease) in Net Assets	<u>4,812,000</u>	<u>4,904,241</u>		<u>6,171,492</u>	<u>1,267,251</u>	

**City of Westminster
Financial Report
For Eleven Months Ending November 30, 2012**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Storm Drainage Fund						
Revenues						
Charges for Services	2,050,000	1,879,167		1,830,336	(48,831)	97.4%
Interest Income	82,000	75,167		43,112	(32,055)	57.4%
Miscellaneous	0	0		470	470	
Carryover	418,574	418,574		418,574	0	100.0%
Total Revenues	<u>2,550,574</u>	<u>2,372,908</u>		<u>2,292,492</u>	<u>(80,416)</u>	96.6%
Expenses						
General Services	86,200	71,374		49,801	(21,573)	69.8%
Community Development	169,090	152,012		146,157	(5,855)	96.1%
PR&L Park Services	200,000	118,600		118,507	(93)	99.9%
Public Works & Utilities	359,710	290,286		231,772	(58,514)	79.8%
Total Expenses	<u>815,000</u>	<u>632,272</u>		<u>546,237</u>	<u>(86,035)</u>	86.4%
Increase (Decrease) in Net Assets	<u>1,735,574</u>	<u>1,740,636</u>		<u>1,746,255</u>	<u>5,619</u>	

**City of Westminster
Financial Report
For Eleven Months Ending November 30, 2012**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Golf Course Funds - Combined						
Revenues						
Carryover	380,000	380,000		380,000	0	100.0%
Charges for Services	2,745,022	2,691,075		3,078,299	387,224	114.4%
Interest Income	0	0		5,299	5,299	
Interfund Transfers	751,143	688,548		688,548	0	100.0%
Total Revenues	<u>3,876,165</u>	<u>3,759,623</u>		<u>4,152,146</u>	<u>392,523</u>	<u>110.4%</u>
Expenses						
Central Charges	588,427	571,821		543,600	(28,221)	95.1%
Recreation Facilities	3,287,738	3,197,696		3,064,221	(133,475)	95.8%
Total Expenses	<u>3,876,165</u>	<u>3,769,517</u>		<u>3,607,821</u>	<u>(161,696)</u>	<u>95.7%</u>
Increase (Decrease) in Net Assets	<u>0</u>	<u>(9,894)</u>		<u>544,325</u>	<u>554,219</u>	

**City of Westminster
Financial Report
For Eleven Months Ending November 30, 2012**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Legacy Ridge Fund						
Revenues						
Carryover	380,000	380,000		380,000	0	100.0%
Charges for Services	1,456,167	1,424,131		1,647,896	223,765	115.7%
Interest Income	0	0		5,299	5,299	
Interfund Transfers	85,000	77,917		77,917	0	100.0%
Total Revenues	<u>1,921,167</u>	<u>1,882,048</u>		<u>2,111,112</u>	<u>229,064</u>	<u>112.2%</u>
Expenses						
Central Charges	489,383	480,304		461,865	(18,439)	96.2%
Recreation Facilities	1,431,784	1,397,421		1,267,429	(129,992)	90.7%
Total Expenses	<u>1,921,167</u>	<u>1,877,725</u>		<u>1,729,294</u>	<u>(148,431)</u>	<u>92.1%</u>
Increase (Decrease) in Net Assets	<u>0</u>	<u>4,323</u>		<u>381,818</u>	<u>377,495</u>	

**City of Westminster
Financial Report
For Eleven Months Ending November 30, 2012**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Heritage at Westmoor Fund						
Revenues						
Charges for Services	1,288,855	1,266,944		1,430,403	163,459	112.9%
Interfund Transfers	666,143	610,631		610,631	0	100.0%
Total Revenues	<u>1,954,998</u>	<u>1,877,575</u>		<u>2,041,034</u>	<u>163,459</u>	108.7%
Expenses						
Central Charges	99,044	91,517		81,735	(9,782)	89.3%
Recreation Facilities	1,855,954	1,800,275		1,796,792	(3,483)	99.8%
Total Expenses	<u>1,954,998</u>	<u>1,891,792</u>		<u>1,878,527</u>	<u>(13,265)</u>	99.3%
Increase (Decrease) in Net Assets	<u>0</u>	<u>(14,217)</u>		<u>162,507</u>	<u>176,724</u>	

CITY OF WESTMINSTER
 GENERAL RECEIPTS BY CENTER
 MONTH OF NOVEMBER 2012

Center Location Major Tenant	Current Month			Last Year			%Change		
	General Sales	General Use	Total	General Sales	General Use	Total	Sales	Use	Total
THE ORCHARD 144TH & I-25 JC PENNEY/MACY'S	354,080	17,286	371,367	323,580	6,444	330,024	9	168	13
WESTFIELD SHOPPING CENTER NW CORNER 92ND & SHER WALMART 92ND	302,232	1,417	303,650	312,689	947	313,636	-3	50	-3
NORTHWEST PLAZA SW CORNER 92 & HARLAN COSTCO	217,416	1,164	218,580	197,292	2,762	200,054	10	-58	9
SHOPS AT WALNUT CREEK 104TH & REED TARGET	212,645	2,018	214,663	204,185	11,040	215,225	4	-82	0
SHOENBERG CENTER SW CORNER 72ND & SHERIDAN WALMART 72ND	188,726	586	189,311	199,356	499	199,855	-5	17	-5
BROOKHILL I & II N SIDE 88TH OTIS TO WADS HOME DEPOT	185,006	1,353	186,359	181,957	1,099	183,056	2	23	2
INTERCHANGE BUSINESS CENTER SW CORNER 136TH & I-25 WALMART 136TH	164,112	472	164,584	165,670	717	166,387	-1	-34	-1
SHERIDAN CROSSING SE CORNER 120TH & SHER KOHL'S	153,601	523	154,124	148,760	709	149,470	3	-26	3
PROMENADE SOUTH/NORTH S/N SIDES OF CHURCH RANCH BLVD SHANE/AMC	132,679	15,082	147,761	111,777	10,216	121,993	19	48	21
CITY CENTER MARKETPLACE NE CORNER 92ND & SHERIDAN BARNES & NOBLE	118,419	562	118,980	112,725	467	113,193	5	20	5
NORTH PARK PLAZA SW CORNER 104TH & FEDERAL KING SOOPERS	111,083	827	111,909	102,472	1,113	103,584	8	-26	8
STANDLEY SHORES CENTER SW CORNER 100TH & WADS KING SOOPERS	73,780	70	73,850	72,908	267	73,175	1	-74	1
LUCENT/KAISER CORRIDOR 112-120 HURON - FEDERAL LUCENT TECHNOLOGY	14,334	54,754	69,088	11,714	54,246	65,960	22	1	5
ROCKY MOUNTAIN PLAZA SW CORNER 88TH & SHER GUITAR STORE	61,915	278	62,194	65,083	160	65,243	-5	74	-5
VILLAGE AT THE MALL S SIDE 88TH DEPEW-HARLAN TOYS 'R US	60,255	195	60,450	62,006	777	62,782	-3	-75	-4

CITY OF WESTMINSTER
GENERAL RECEIPTS BY CENTER
MONTH OF NOVEMBER 2012

Center Location Major Tenant	Current Month			Last Year			%Change		
	General Sales	General Use	Total	General Sales	General Use	Total	Sales	Use	Total
WESTMINSTER PLAZA FEDERAL-IRVING 72ND-74TH SAFEWAY	51,670	300	51,970	78,898	559	79,457	-35	-46	-35
WESTMINSTER CROSSING 136TH & I-25 LOWE'S	51,618	112	51,729	47,552	74	47,626	9	50	9
STANDLEY LAKE MARKETPLACE NE CORNER 99TH & WADSWORTH SAFEWAY	45,368	180	45,547	65,755	302	66,057	-31	-40	-31
VILLAGE AT PARK CENTRE NW CORNER 120TH & HURON CB & POTTS	43,549	621	44,170	42,875	567	43,442	2	9	2
WESTMINSTER MALL 88TH & SHERIDAN JC PENNEY	42,237	460	42,697	77,058	2,233	79,291	-45	-79	-46
ELWAY/DOUGLAS CORRIDOR NE CORNER 104TH & FED ELWAY MOTORS	34,567	1,022	35,589	34,744	743	35,487	-1	38	0
WILLOW RUN 128TH & ZUNI SAFEWAY	32,797	277	33,074	50,359	547	50,906	-35	-49	-35
MEADOW POINTE NE CRN 92ND & OLD WADS CARRABAS	32,204	104	32,308	32,131	183	32,314	0	-43	0
WESTMINSTER GATEWAY CHURCH RANCH BOULEVARD SPRINGHILL/LA QUINTA	10,257	21,070	31,328	9,067	11,886	20,953	13	77	50
CHURCH RANCH CORPORATE CENTER CHURCH RANCH BOULEVARD LA QUINTA	10,272	18,777	29,048	14,966	20,145	35,111	-31	-7	-17
	2,704,822	139,508	2,844,330	2,725,577	128,703	2,854,281	-1	8	0

CITY OF WESTMINSTER
GENERAL RECEIPTS BY CENTER
NOVEMBER 2012 YEAR-TO-DATE

Center Location Major Tenant	YTD 2012			YTD 2011			%Change		
	General Sales	General Use	Total	General Sales	General Use	Total	Sales	Use	Total
THE ORCHARD 144TH & I-25 JC PENNEY/MACY'S	4,277,839	150,213	4,428,053	4,002,359	161,426	4,163,785	7	-7	6
WESTFIELD SHOPPING CENTER NW CORNER 92ND & SHER WALMART 92ND	3,758,467	22,188	3,780,655	3,671,246	21,432	3,692,677	2	4	2
SHOPS AT WALNUT CREEK 104TH & REED TARGET	2,590,624	19,452	2,610,076	2,485,001	52,278	2,537,278	4	-63	3
NORTHWEST PLAZA SW CORNER 92 & HARLAN COSTCO	2,516,414	10,655	2,527,070	2,344,651	14,069	2,358,720	7	-24	7
SHOENBERG CENTER SW CORNER 72ND & SHERIDAN WALMART 72ND	2,137,223	6,071	2,143,294	2,113,585	5,871	2,119,457	1	3	1
BROOKHILL I & II N SIDE 88TH OTIS TO WADS HOME DEPOT	2,088,758	20,355	2,109,114	1,950,194	12,548	1,962,742	7	62	7
SHERIDAN CROSSING SE CORNER 120TH & SHER KOHL'S	1,877,014	37,045	1,914,059	1,743,879	12,669	1,756,548	8	192	9
INTERCHANGE BUSINESS CENTER SW CORNER 136TH & I-25 WALMART 136TH	1,813,912	6,301	1,820,213	1,765,628	11,174	1,776,802	3	-44	2
PROMENADE SOUTH/NORTH S/N SIDES OF CHURCH RANCH BLVD SHANE/AMC	1,390,254	194,843	1,585,097	1,315,865	258,743	1,574,607	6	-25	1
NORTH PARK PLAZA SW CORNER 104TH & FEDERAL KING SOOPERS	1,308,042	8,671	1,316,714	1,195,928	41,342	1,237,270	9	-79	6
CITY CENTER MARKETPLACE NE CORNER 92ND & SHERIDAN BARNES & NOBLE	1,306,124	8,123	1,314,247	1,313,830	7,875	1,321,706	-1	3	-1
STANDLEY SHORES CENTER SW CORNER 100TH & WADS KING SOOPERS	878,891	2,069	880,960	897,112	8,065	905,177	-2	-74	-3
VILLAGE AT THE MALL S SIDE 88TH DEPEW-HARLAN TOYS 'R US	817,484	6,659	824,144	852,289	4,264	856,553	-4	56	-4
WESTMINSTER MALL 88TH & SHERIDAN JC PENNEY	804,019	19,715	823,735	1,236,484	24,616	1,261,101	-35	-20	-35
WESTMINSTER CROSSING 136TH & I-25 LOWE'S	693,823	5,615	699,438	683,147	2,546	685,693	2	121	2

CITY OF WESTMINSTER
 GENERAL RECEIPTS BY CENTER
 NOVEMBER 2012 YEAR-TO-DATE

Center Location Major Tenant	YTD 2012			YTD 2011			%Change		
	General Sales	General Use	Total	General Sales	General Use	Total	Sales	Use	Total
ROCKY MOUNTAIN PLAZA SW CORNER 88TH & SHER GUITAR STORE	669,659	2,886	672,545	695,382	2,296	697,678	-4	26	-4
WESTMINSTER PLAZA FEDERAL-IRVING 72ND-74TH SAFEWAY	611,391	8,186	619,577	594,424	3,575	597,999	3	129	4
STANDLEY LAKE MARKETPLACE NE CORNER 99TH & WADSWORTH SAFEWAY	496,518	7,609	504,127	518,694	2,021	520,715	-4	277	-3
VILLAGE AT PARK CENTRE NW CORNER 120TH & HURON CB & POTTS	478,157	22,245	500,402	443,026	8,413	451,439	8	164	11
WILLOW RUN 128TH & ZUNI SAFEWAY	384,164	3,475	387,639	371,609	3,671	375,280	3	-5	3
ELWAY/DOUGLAS CORRIDOR NE CORNER 104TH & FED ELWAY MOTORS	340,264	6,999	347,262	321,681	6,089	327,770	6	15	6
BROOKHILL IV E SIDE WADS 90TH-92ND MURDOCH'S	301,725	1,290	303,015	294,240	13,233	307,473	3	-90	-1
BOULEVARD SHOPS 94TH & WADSWORTH CORRIDOR AMERICAN FURNITURE WAREHOUSE	296,216	2,994	299,210	268,797	3,607	272,403	10	-17	10
STANDLEY PLAZA SW CORNER 88TH & WADS WALGREENS	283,131	9,257	292,388	266,818	7,556	274,374	6	23	7
NORTHVIEW 92ND AVE YATES TO SHERIDAN SALTGRASS	275,096	4,875	279,971	275,493	2,299	277,792	0	112	1
	32,395,211	587,791	32,983,002	31,621,363	691,676	32,313,039	2	-15	2



Agenda Item 8 B

Agenda Memorandum

City Council Meeting
December 17, 2012



SUBJECT: Municipal Court Security Services Contract

Prepared By: Carol J. Barnhardt, Municipal Court Administrator

Recommended City Council Action

Based on the report of the City Manager, determine that the public interest would be best served by awarding a one-year contract with one-year renewal for Municipal Court Security Services to G4S Secure Solutions (USA), Inc.

Summary Statement

- Since 1998, the Municipal Court has utilized the services of G4S Secure Solutions (USA), Inc., (formerly known as The Wackenhut Corporation) to screen the public entering the Court building for weapons and to provide a variety of other security-related services in the building.
- In 2009, Request for Proposals were developed and sent to five companies. An oral board interviewed the bidders and determined that The Wackenhut Corporation (now known as G4S Secure Solutions (USA), Inc.) had the requisite qualifications to perform the high level of security services required at the Municipal Court.
- On January 11, 2010, City Council awarded a one-year contract with a four year annual renewal provision for Court security services to the Wackenhut Corporation.
- In October 2012, the Court Administrator met with the regional General Manager of G4S Secure Solutions and both parties agreed to the rates as provided for under paragraph IV. COMPANY'S FEE section of the contract with the City.
- Adequate funds are appropriated within the 2013 Municipal Court Budget. This is a one-year contract that is renewable for up to one (1) additional year.

Expenditure Required: \$86,200

Source of Funds: 2013 General Fund – Municipal Court Budget

Policy Issue

Should City Council renew the agreement with G4S Secure Solutions (USA), Inc., (formerly known as The Wackenhut Corporation) for Municipal Court security services?

Alternative

Do not approve the renewal for security services. Staff does not recommend this option. Staff thoroughly evaluated proposals and companies in 2009 and awarded a one year contract that is renewable for up to four additional years to The Wackenhut Corporation (now known as G4S Secure Solutions (USA), Inc.). G4S Secure Solutions continues to provide a high level of security services at the Municipal Court.

Background Information

Safety and security are of the utmost importance for the Municipal Court staff and its customers. Judges and staff, jurors, witnesses, citizens, and vendors entering the Court facility should feel safe and secure. The Court's most effective security screening is provided at the entry to the building. The Court has over 40,000 customers per year entering the facility. With so many people walking through the doors, providing a secure environment means using adequate technology along with well-trained security personnel. The high quality of service that the Court, its staff, and citizens are accustomed to should be a primary factor of consideration. Under the terms of the security services agreement, the G4S Secure Solutions (USA), Inc., is required to provide 80 security guard hours weekly for screening all visitors to the building and assisting Police Department Court Marshalls with prisoner supervision and courtroom security.

The original agreement with The Wackenhut Corporation, approved by City Council January 11, 2010, provided for a one-year agreement for security services that is renewable for four (4) one-year renewals. The 2013 year will be the fourth year of the total five years authorized by Council in 2010.

In 2011, The Wackenhut Corporation formally amended its name to G4S Secure Solutions (USA), Inc. (G4S). In October 2012, the Municipal Court Administrator met with regional General Manager from G4S and both parties agreed to the revised service rates as provided for under paragraph IV. COMPANY'S FEE of the attached service contract. The maximum billable to the City under this Agreement will not exceed \$86,200.

The City Attorney feels it is in the City's best interest to redo the original agreement with all previous provisions except the dates of the agreement (to reflect the year 2013), the fees for services (to reflect the agreed upon rates for 2013), and amending the G4S corporate headquarters' address on the last page.

This Staff recommendation supports the Strategic Plan Goals of Safe and Secure Community by ensuring that Staff and citizens are safe while at the Court facility and that the City utilizes the services of this well-equipped company with quality personnel. The Strategic Plan Goal of Financially Sustainable City Government Providing Exceptional Services is also supported as this revised contract ensures services are provided within budgeted funds appropriated.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment – Contract with G4S Secure Solutions

**AGREEMENT TO FURNISH SECURITY SERVICES TO THE CITY OF WESTMINSTER FOR
THE MUNICIPAL COURT BUILDING**

THIS AGREEMENT, made and entered into this 1st day of January, ~~2012~~ 2013, between the CITY OF WESTMINSTER, a Colorado home-rule municipality, hereinafter called the "City," and G4S Secure Solutions (USA), INC., a corporation organized pursuant to the laws of the State of Florida hereinafter called the "Company," is as follows:

WHEREAS, the City wishes to obtain security services for its Municipal Court building; and

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

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

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

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the City and the Company agree as follows:

I. THE PROJECT

The Project consists of providing security services at the City's Municipal Court building as follows:

- A. Company shall provide two (2) qualified security guards.
- B. Company shall provide approximately eighty (80) hours of security service per week. If Company provides additional hours of service in any week, the City may reduce the hours of service for the following week. No services will be required on the City's nine (9) holidays. The number of hours each day and other scheduling matters shall be determined by the Municipal Court Administrator.
- C. Company shall electronically screen all persons entering the Municipal Court building, monitor security cameras, provide assistance to the Court Marshalls, as needed, such as escorting defendants, detaining individuals until the Police Department arrives, and provide administrative duties, such as report writing, citizen information and telephone contacts, or other tasks as requested by the Municipal Court Administrator.
- D. During the term of this Agreement, Company shall at all times be licensed to conduct a security guard business as required by W.M.C. section 5-13-2.
- E. Company shall provide all necessary training, including training appropriate to the performance of security guard services, including public relations skills, handling and use of firearms, and use of force.

F. Company shall provide an equally trained and qualified substitute when any security guard regularly assigned to the Municipal Court building is on vacation, sick leave, or is otherwise unavailable.

G. The City will provide a walk-through metal detector, hand-held metal detectors, and two-way radios.

II. COMPANY'S SERVICES AND RESPONSIBILITIES

Except as noted in Section I, above, the Company agrees that it will furnish all technical, administrative, professional, and other labor, all supplies and materials, equipment, uniforms, printing, vehicles, local travel, office space and any other facilities or resources necessary to provide the Services as described herein.

III. ADDITIONAL SERVICES

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

IV. COMPANY'S FEE

The City shall pay the Company on an hourly basis for its services pursuant to this Agreement. For security guards with one (1) year or less of service to the City, Company shall be paid ~~\$20.86~~ \$20.52 per hour per officer. As an incentive to continuity of service, but subject to the provisions of Section V., below, a higher hourly rate for security guards with more than one (1) year of service to the City shall be determined by mutual agreement of the City and Company prior to each anniversary date of this Agreement. The Court Administrator and the General Manager for G4S have agreed that for the year 2013, Security Guard 1 with less than one year service will be paid at the rate of \$20.52 per hour; and Security Guard 2 with more than one year will be paid at the rate of \$20.86 per hour. The City shall not be responsible for any additional costs that the Company may incur as a result of any overtime necessary to fulfill Company's obligations under this Agreement. The maximum amount billable under this Agreement shall not exceed ~~Eighty Six Thousand Seven Hundred Seventy Eight Dollars (\$86,778).~~ Eighty Six Thousand Two Hundred Dollars (\$86,200). The Company shall submit invoices to the City for services rendered during the preceding month, such invoices to be in such form and detail as shall reasonably be required by the City. Reimbursable expenses shall be itemized. The City agrees to pay the Company within thirty (30) days of receipt of properly documented invoices.

V. COMMENCEMENT & COMPLETION OF SERVICES

The Company understands and agrees that time is an essential requirement of this Agreement. The Services shall be completed as soon as good practice and due diligence will permit. The term of this Agreement shall continue through December 31, ~~2012~~ 2013, unless terminated sooner pursuant to Section VI, below. This Agreement may be renewed by the City on a yearly basis not to exceed a total of ~~two (2)~~ one (1) additional renewals. Compensation for any renewal period shall be determined by mutual agreement.

VI. TERMINATION

This Agreement shall terminate upon expiration of the Agreement as set forth in Section V, or upon the City's providing Company with seven (7) days advance written notice, whichever occurs first. In addition, Company may terminate this Agreement, with or without cause or without penalty, by providing sixty (60) days advance written notice to the City. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Company for all work previously authorized and completed prior to the date of termination plus any Services the City deems necessary during the notice period. Said compensation shall be paid upon the Company's delivering or otherwise making available to the City all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Company in performing the Services included in this Agreement, whether completed or in progress.

VII. INSURANCE

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

VIII. EQUAL EMPLOYMENT OPPORTUNITY

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

IX. PROHIBITED INTEREST

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

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

X. GENERAL PROVISIONS

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

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

C. Ownership of Drawings. All plans, drawings, specifications and the like relating to the Services shall be the joint property of the City and Company. Upon completion of the Services, or at such other time as the City may require, the Company shall deliver to the City a complete corrected set of drawings and such additional copies thereof as the City may request, corrected as of the date of completion of the Project.

D. Responsibility; Liability.

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

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

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

Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph D.2.

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

E. Communications. All communications relating to the day-to-day activities for the Project

shall be exchanged between the respective Project representatives of the City and the Company who will be designated by the parties promptly upon commencement of the Services.

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

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

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

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

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

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

K. Enforcement of Agreement. In the event it becomes necessary for either party to bring an action against the other to enforce any provision of this Agreement, the prevailing party in such action shall pay the other its reasonable attorney fees as determined by the Court.

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

M. Immigration Compliance. To the extent this Agreement constitutes a public contract for services pursuant to C.R.S. § 8-17.5-101 et seq., the following provisions shall apply: Company shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. In addition, Company shall not enter into a contract with a subcontractor that fails to certify to the Company that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. If Company obtains actual knowledge that a subcontractor performing work under this

Agreement knowingly employs or contracts with an illegal alien, Company shall notify the subcontractor and the City within three (3) days that Company has actual knowledge that the subcontractor is employing or contracting with an illegal alien. Furthermore, Company shall terminate such subcontract with the subcontractor if, within three (3) days of receiving the notice required pursuant to this paragraph, the subcontractor does not stop employing or contracting with the illegal alien. Except that Company shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Company certifies that, prior to executing this Agreement, it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-verify program administered by the United States Department of Homeland Security and the Social Security Administration (the "E-verify Program"), or the employment verification program administered by the Colorado Department of Labor and Employment (the "Colorado Verification Program"). Company shall not use either the E-verify Program or the Colorado Verification Program procedures to undertake pre-employment screening of job applicants while performing this Agreement.

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

To the extent required by C.R.S. § 8-17.5-102(1), by submitting a bid, the Company certifies that at the time of bid submission it did not knowingly employ or contract with an illegal alien who will perform work under this Agreement, and that the Company will participate in the E-verify Program or the Colorado Verification Program in order to verify the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

INSURANCE CERTIFICATES REQUIRED BY THIS AGREEMENT SHALL BE SENT TO MUNICIPAL COURT, ATTENTION: COURT ADMINISTRATOR.

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

G4S SECURE SOLUTIONS (USA), INC.

CITY OF WESTMINSTER

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Address:

Address:

~~4200 Wackenhut Drive~~ 1395 University Blvd.

4800 West 92nd Avenue

~~Palm Beach Gardens, Florida~~ 33410 Jupiter, FL 33458
80031

Westminster, Colorado

ATTEST:

Title: _____

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM

By: _____

City Attorney



WESTMINSTER

Agenda Item 8 C

Agenda Memorandum

City Council Meeting
December 17, 2012



SUBJECT: 2013 Asphalt Pavement Crackseal Project Contract

Prepared By: Rob Dinnel, Street Project Specialist
Dave Cantu, Street Operations Manager

Recommended City Council Action

Authorize the City Manager to execute a contract for the 2013 Asphalt Pavement Crackseal Project with the low bidder, A-1 Chipseal Company, in the amount of \$108,000 and authorize a contingency of \$5,400 for a total project budget of \$113,400.

Summary Statement

- City Council approved adequate funds for this expense in the 2013 Department of Public Works and Utilities, Street Operations Division budget.
- Formal bids were solicited in accordance with City bidding requirements for the 2013 Asphalt Pavement Crackseal Project. Requests for bids were sent to the six contractors in the metropolitan area who do this type of pavement preventative maintenance treatment with five responding.
- The low bidder, A-1 Chipseal Company, meets all of the City bid requirements and has successfully performed this process in the City of Westminster, as well as the Denver Metro area the past eleven years.
- Eighteen streets totaling 84 lane miles will receive the crackseal preventative maintenance treatment on streets earmarked for roadway surface improvements in 2013 and 2014 (see attached location list and map).
- Contracting this work early in the year allows the material to fully cure, before resurfacing and will reduce asphalt preparation work for the Street Division crews.

Expenditure Required: \$113,400

Source of Funds: General Fund - Public Works & Utilities 2013 Street Operations Budget

Policy Issue

Should this bid for 2013 Asphalt Pavement Cracksealing be awarded to the low bidder, A-1 Chipseal Company?

Alternatives

One alternative is to discontinue the practice of cracksealing these streets prior to resurfacing. Water would be allowed to penetrate the pavement’s subgrade and reduce the life expectancy of the resurfacing projects by 50%. Staff does not recommend elimination of cracksealing prior to resurfacing applications.

A second alternative is to crackseal these streets in-house. Staff does not recommend this alternative, because city crews would fall behind with scheduled pavement preservation and the combined use of contract/in-house labor for this service has proven to stretch annual maintenance funding.

Background Information

The low bidder, A-1 Chipseal Company meets all of the City bid requirements and has successfully completed this process for the City of Westminster, as well as, cities in the Denver Metro area for the past eleven years.

The 2013 Asphalt Pavement Crackseal Project represents a total of 84 lane miles of asphalt pavement preventative maintenance at 18 streets (see attached location list and map). This contractual cracksealing accomplished on streets earmarked for 2013 and 2014 improvements allows Street Division crews to concentrate their pavement preservation maintenance efforts on roadways where improvements will not be scheduled for several years.

The following sealed bids were received:

A-1 Chipseal Company	\$108,000
Precise Striping, LLC	\$127,500
Straightline Sawcutting Inc.	\$131,200
Coatings, Inc.	\$134,000
Foothills Paving & Maintenance, Inc	\$151,000
Staff Estimate	\$115,000

The 2013 low bid crackseal application price of \$1.08 per pound is a increase of 9.8% above the 2012 price for cracksealing performed in early 2012. This increase is attributed to fluctuating oil and fuel prices at this time.

The proposed Council action helps achieve City Council’s goals of “Financially Sustainable City Government Providing Exceptional Services” and “Vibrant Neighborhoods in One Livable Community” meeting the objectives of well maintained city infrastructure and city facilities and maintained and improved neighborhood infrastructure.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments: Project Map
Location List



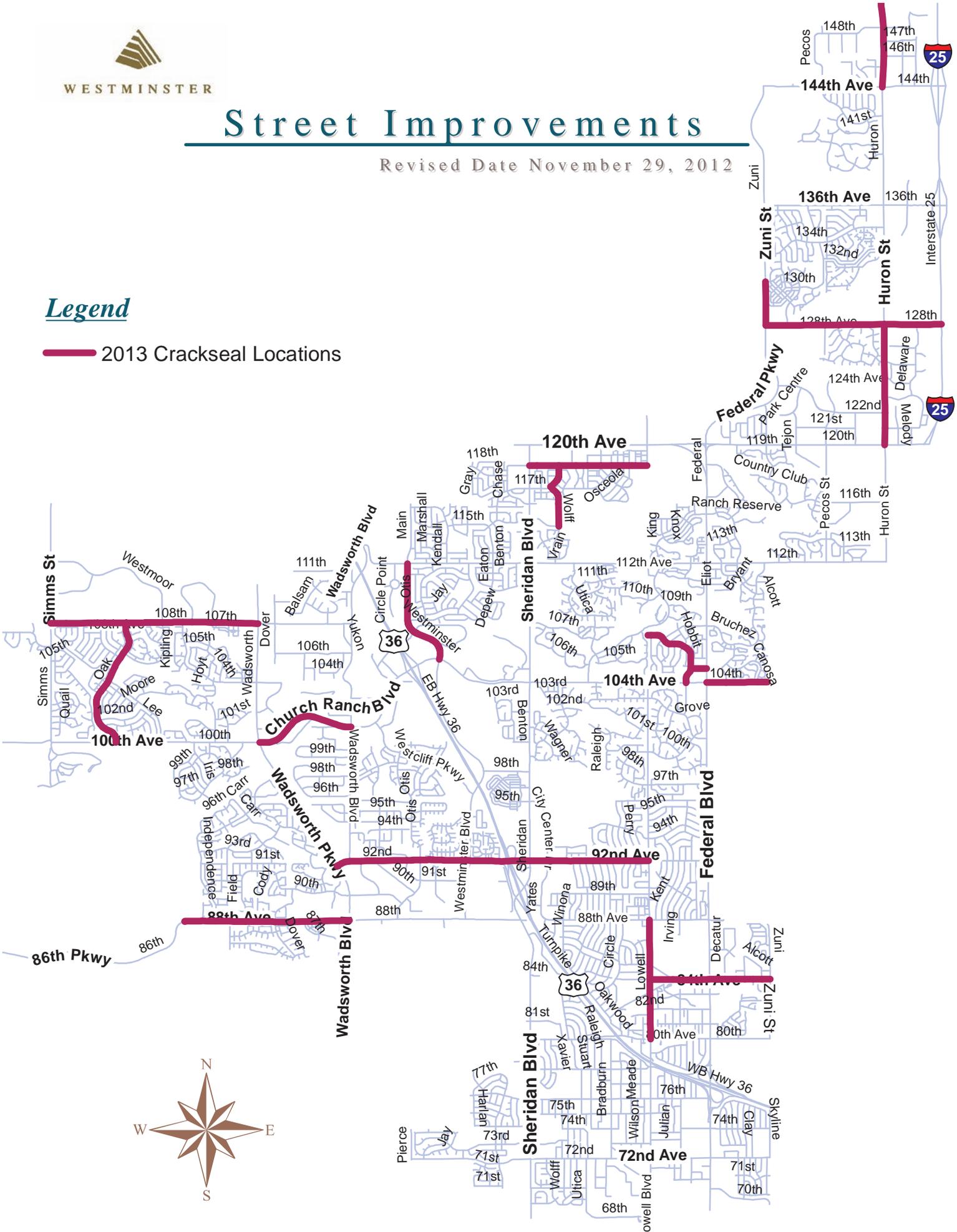
WESTMINSTER

Street Improvements

Revised Date November 29, 2012

Legend

 2013 Crackseal Locations



2013 Crackseal Location List

Street	From	To
1. Huron Street	120 th Avenue	128 th Avenue
2. 84 th Avenue	Zuni Street	Lowell Boulevard
3. 88 th Avenue	Wadsworth Parkway	West of Independence Street
4. 92 nd Avenue	Lowell Boulevard	Wadsworth Parkway
5. Huron Street	144 th Avenue	150 th Avenue
6. 128 th Avenue	I-25	Zuni Street
7. Zuni Street	128 th Avenue	Harmony Parkway (North Bound Only)
8. Westminster Blvd	104 th Avenue	112 th Avenue
9. Oak Street	100 th Avenue	108 th Avenue
10. 104 th Avenue	Zuni Street	Federal Boulevard (West Bound Only)
11. 108 th Avenue	Wadsworth Parkway	Simms Street
12. 118 th Place	Lowell Boulevard	Sheridan Boulevard
13. Wolff Street	115 th Avenue	118 th Place
14. 105 th Avenue	Federal Boulevard	Grove Street
15. Grove Street	104 th Avenue	107 th Avenue
16. 107 th Avenue	Grove Street	West End
17. Church Ranch Blvd	Wadsworth Blvd	Wadsworth Parkway
18. Lowell Blvd	80 th Avenue	88 th Avenue



Agenda Item 8 D

Agenda Memorandum

City Council Meeting
December 17, 2012



SUBJECT: Contract Custodial Services, Cumulative Purchases over \$50,000 in 2012

Prepared By: Jerry Cinkosky, Facilities Manager

Recommended City Council Action:

Based on the report and recommendation of the City Manager, determine that the public interest will be best served by ratifying 2012 purchases for contract custodial services with Porter Industries in the amount of \$50,352, DiTirro Building Services in the amount of \$55,080, and KG Clean, Inc. in the amount of \$176,257.

Summary Statement:

- In 2011, in an attempt to control rising costs associated with contract custodial services, Staff met with the four custodial service providers – Carnation Building Services, Porter Industries, DiTirro Building Services and KG Clean, Inc. - requesting an across-the-board three percent reduction in their pricing.
- Although these same service providers had reduced their pricing by three percent during the core service reductions in 2010 with minimal reductions in service levels, the 2011 request required deeper reduced service levels in most City facilities.
- Over the last six months of 2011 and the first six months of 2012, Staff worked with the custodial companies to reduce the level of custodial services specific to each facility's operations. In many cases, the agreed upon reduction in service levels had to be evaluated for three to four months to evaluate the ramifications of reduced service levels.
- In April 2012, Staff determined that the custodial services contracts with the existing custodial companies had expired and required putting the services out to bid.
- In November of this year after a great deal of time was spent defining services, the custodial services for City facilities were put out for competitive bids.
- Working in good faith, all contract custodial service providers performed at an extremely high level of service, while attempting to reduce costs to the City, and therefore, Staff is recommending approval and to ratify 2012 Custodial Services expenditures.

Expenditure Required: Ditirro Building Services - \$55,080
Porter Industries - \$50,352
KG Clean, Inc. - \$176,257

Source of Funds: General Fund - Building Operations & Maintenance Operating Budget

Policy Issue

Should City Council ratify and approve 2012 expenditures for providing custodial services?

Alternative

Council could choose to not approve past expenditures as recommended. Staff does not recommend this action based on each company's good faith efforts to work with Staff towards reducing the overall costs for providing custodial services and having already provided this much needed service over the past year.

Background Information

Between 2010 and 2012, contract custodial service costs were reduced by six percent. To achieve this savings, Staff worked with the four service providers to find a balance of service level reductions that would not affect facility activities and still achieve City Council's objective to provide well maintained City facilities.

Each time a service reduction was implemented, it would be evaluated for two to three months. In many instances, the reduced services had to be adjusted to meet facility needs. For example, at the Public Safety Building services had been reduced to vacuuming carpets every other day. Although this would have achieved an annual savings of \$2,700, it cost the City an additional \$3,600 for carpet cleaning services to remove sand and ice melt which had become embedded in carpet fibers during the months of January, February and March. Ultimately, vacuuming carpets was restored to their original service levels to increase its useful life and to prevent the carpet from having to be replaced pre-maturely.

While Staff continued working with each custodial service provider, Staff was notified by the Purchasing Officer that the existing contracts with the four providers had expired and would require going out for competitive bids. Staff and the four contract custodial companies worked together through October 2012 to evaluate, implement and create a new scope of work customized to address each individual facility's needs. The new scope of work and reduced service level specifications were then put out for competitive bids.

The contract custodial services bid process, using the new reduced service level specifications, was recently completed and will be presented to City Council for approval on tonight's agenda. Until then, based on each company's good faith efforts working with City Staff to reduce the overall cost for contract custodial services over the past year, Staff is recommending the ratification of 2012 contract custodial services expenditures. Funds are available in the Building Operations and Maintenance Operations budget for this expense.

Staff's recommendation to ratify 2012 custodial services expenditures helps to achieve City Council's goal of a Financial Sustainable City Government by supporting the objective of a well-maintained City infrastructure and City facilities.

Respectfully submitted,

J. Brent McFall
City Manager



Agenda Memorandum

City Council Meeting
December 17, 2012



SUBJECT: Custodial Services Contracts for City Facilities

Prepared By: Jerry Cinkosky, Facilities Manager

Recommended City Council Action

Authorize the City Manager to execute contracts with the low bidders, KG Clean, Inc. in the amount of \$313,498 and DiTirro Building Services, LLC in the amount of \$56,377, to provide custodial services in City facilities and authorize two additional one-year renewals based on pricing and the contractor's ability to meet the City's performance standards throughout the previous year. Also included in these contracts is an additional \$5,000 to each custodial services contract for unanticipated, non-scheduled cleaning events, e.g., emergency bio hazard cleaning, flood and water extractions, and increased on-call services above and beyond the regularly scheduled cleaning requirements.

Summary Statement

- On October 15, 2012, requests for bids were sent to 14 contract custodial companies to provide janitorial services in 16 City owned facilities. Twelve of those companies attended a pre-bid meeting and mandatory walk through of each facility on November 8, 2012.
- On November 20, 2012, the City's purchasing officer held a bid opening with five firms submitting custodial service bids for evaluation by City Staff.
- Criteria used to evaluate bids were: cost of service contracts based on geographic and campus locations; proposed staffing at each facility; number of hours being proposed and dedicated to each facility; and past experience or performance providing custodial services.
- The request for bids was written to award custodial service contracts to two companies based on lowest responsive bids for pre-determined geographic locations or campus type settings.
- As a result of the competitive bid process, evaluation of proposals and past history working with the City, Staff is recommending awarding custodial service contracts to KG Clean, Inc. and DiTirro Building Services, LLC, to provide custodial service in City facilities.
- Staff is also recommending within each service provider's contract, \$5,000 be added for unanticipated emergency cleaning events, e.g., biological hazard clean ups and any unforeseen custodial service needs.

Expenditure Required: \$ 369,875

Source of Funds: General Fund, General Services, Building Operations
and Maintenance Operating Budget - \$348,323

General Fund, Parks Recreation and Libraries Operating
Budget - \$ 21,552

Policy Issue

Should City Council award multiple custodial service contracts for the purpose of providing janitorial services in City facilities?

Alternative

Direct Staff to award a single contract to the lowest overall custodial company. Staff does not recommend this action based on the amount of time needed for supervision, drive time, and fuel costs associated with providing custodial services over 25 square miles within City boundaries. Staff also believes that utilizing a multiple contractor approach provides added incentive for each contractor to maintain a good performance level. Lastly, using multiple service companies allows Staff to have a backup contractor available in case one contractor is unable to fulfill their contract obligations.

Background Information

For the past 25 years, the City has successfully contracted with the private sector to provide custodial services in City facilities. It is estimated that this practice has saved the City \$100,000 to \$150,000 annually.

In October 2012, a request for custodial service bids was sent to 14 custodial firms. Each firm was required to attend a pre-bid meeting and mandatory walk through of each facility to be serviced. During the pre-bid meeting and facility tours, contractors were made aware of Staff's intent to recommend awarding custodial service contracts to the two lowest responsible bidders based on two geographical areas (facilities north of 88th Avenue and facilities south of 88th Avenue).

The purpose of bidding by geographic area and campus settings allows each company to concentrate their resources eliminating excessive drive time of supervisors visiting each facility.

On November 20, a bid opening was held with five custodial companies submitting bids. The chart below gives the results of each firm's bids by individual facilities. In addition, those facilities marked with an asterisk "*" are the buildings being recommended to award custodial service contracts.

Location	KG Clean Inc.	American Facilities Services Group	Stratus Building Services	Cleaning Colorado LLC**	Ditirro Building Services, LLC
Countryside Recreation Center	\$8,700	\$2,253	\$4,251	No bid	\$2,452 *
City Hall	\$35,700 *	\$55,756	\$53,419	No bid	No bid
Carillon Tower	\$800 *	\$18.50 per hour	\$1,000	No bid	No bid
Public Safety Center	\$77,040 *	\$92,211	\$90,564	No bid	No bid
City Park Recreation Center	\$51,732 *	\$51,903	\$65,193	\$63,432	No bid
City Park Fitness	\$44,220 *	\$68,640	\$48,673	\$41,880	No bid
Employee Wellness Clinic	\$6,234 *	No bid	\$4,173	No bid	No bid
Parks Operations	\$5,220 *	\$4,938	\$4,890	No bid	No bid
Westview Recreation Center	\$28,500 *	\$54,958	\$40,478	No bid	No bid
Municipal Service Center (3 bldgs)	\$28,800 *	\$44,589	\$39,620	No bid	No bid
Swim & Fitness Center	\$26,100	\$36,938	\$28,058	\$22,584	\$22,068 *
Municipal Court	\$19,020	\$25,128	\$20,542	\$7,020	\$14,125 *
Irving Street Library	No bid	\$17,041	\$16,660	No bid	\$12,732 *
The MAC	\$21,552 *	\$38,156	\$31,586	\$18,825	No bid
TOTALS	\$353,618	\$492,511	\$449,107	\$153,741	\$51,377

** Staff was notified on December 4, 2012, that Cleaning Colorado, LLC withdrew their bid.

Staff used the following criteria to evaluate bids for an award recommendation:

- Cost of service contracts based on geographic and campus locations
- Proposed hours and staffing requirements at each facility
- Recommendations from present clients
- Past performance providing custodial services for the City of Westminster

In addition to awarding specific dollar amounts for providing regular custodial services, Staff is also recommending to include an additional \$5,000 in the contracts for both KG Clean, Inc., and DiTirro Building Services, LLC, to cover unanticipated or non-scheduled events which may require emergency services.

As a result of the City's competitive bid process, evaluations of proposals, recommendations of present clients and past history working with the City of Westminster, Staff recommends awarding a one year contract with the option of two, one year renewals, to KG Clean, Inc., and DiTirro Building Services, LLC, for the purpose of providing custodial services in City facilities.

City Council's Strategic Plan goal of Financially Sustainable City Government Providing Exceptional Services is supported by ensuring cost efficient custodial services that extend the useful life of City facilities.

Respectfully submitted,

J. Brent McFall
City Manager



Agenda Memorandum

City Council Meeting
December 17, 2012



SUBJECT: Core Network Upgrade

Prepared By: David Puntenney, Information Technology Director
Scott Rope, Information Systems Manager
Dan Hord, Senior Telecommunication Administrator

Recommended City Council Action

Find that purchasing below Western States Contracting Alliance (WSCA) pricing meets City Charter bidding requirements and authorize Staff to proceed with 2013 calendar year purchases and maintenance of networking equipment to upgrade the City's core network infrastructure in an amount not to exceed \$150,000.

Summary Statement

- Warranty and service contracts associated with the existing equipment expired in November 2012, leaving the City vulnerable to a major expense of time, money and resources should this equipment fail.
- The core infrastructure was last replaced in 2000 with minor upgrades in 2007.
- The new system will increase network capabilities and decrease the cost of maintenance.
- Staff at every City facility will see improved performance in the ability to reach resources housed on servers located at City Hall, as they will communicate over ten gigabit data links instead of the current one gigabit links.
- This upgrade will also result in an annual energy savings as the new equipment is more energy efficient.
- The new system has been designed to provide data communication redundancy and fault tolerance in the event if one of the primary core units fails.
- City Council authorized adequate funds in the purchase of network equipment and services.
- The City purchases network hardware and maintenance through 24/7 Networks, Incorporated below the Western States Contracting Alliance (WSCA) contract prices, therefore meeting the City Charter bidding requirements.
- Although bidding requirements were met, Staff did further research by soliciting additional bids. The City received one additional bid that was \$7,200 greater than the bid received from 24/7 Networks, Incorporated, confirming that the City's bid from 24/7 Networks, Incorporated below WSCA pricing was the lowest possible.
- The City replaces network equipment as needed to maintain reliability and to improve network performance.

Expenditure Required: \$ 150,000

Source of Funds: General, Public Safety and Utility Fund Capital Improvement Project Budgets, and Information Technology Department Operating Budget

Policy Issue

Should the City replace the core network equipment and purchase maintenance to ensure high network availability, security, performance and capacity to support City computer users?

Alternative

Forgo the replacement of the City core networking equipment. This alternative is not recommended for the following reasons:

- The warranty on the existing system expired on November 2012 and cannot be renewed. The City would need to convert to a time and material support model that could be costly. If the current equipment would fail, the City's network would not be available until the units were repaired. This would prevent employees from accessing applications such as JD Edwards, Accela Maintenance Management, Email, Phone, Voicemail and other files and folders. Citizens would also lose access to the City's website.
- Maintaining and upgrading the City's network infrastructure is critical to provide exceptional internal and external customer service.

Background Information

The City's core network infrastructure consists of two Cisco model 6500 series network switches providing network connectivity within and between 30 City facilities. The network provides connectivity between servers, printers, desktop/laptop PCs, phones and the Internet. Upgrading and replacing this equipment is critical to the reliability, security and performance of the City's network. The City uses intelligent Cisco network switches that are capable of operating at 10/100/1,000 Mbps (fast) speeds. These core network switches were last replaced over 12 years ago.

The City has used 24/7 Networks Incorporated as the vendor of choice since 2004 for products and services such as network switches, routers, transceivers, maintenance for two factor authentication, maintenance for Cisco hardware and consulting services. 24/7 Networks provides the City with a negotiated discount for Cisco hardware that is greater than the discount available through the Western States Contracting Alliance (WSCA).

This project supports City Council's Strategic Plan goals of Financially Sustainable City Government Providing Exceptional Services by investing in technology to increase productivity and efficiency.

Respectfully submitted,

J. Brent McFall
City Manager



Agenda Item 8 G

City Council Meeting
December 17, 2013



SUBJECT: 2013 Microsoft Office License Purchase

Prepared By: David Puntenney, Information Technology Director
Scott Rope, Information Systems Manager

Recommended City Council Action

Find that the State of Colorado Microsoft Select pricing meets City Charter bidding requirements and authorize Staff to proceed with 2013 calendar year purchases of 1000 Microsoft Office 2013 licenses through Insight in an amount not to exceed \$254,654. Additionally, authorize the expenditure of \$40,000 for associated training for a total project cost of \$294,654.

Summary Statement

- The City uses Microsoft Office 2003 on 85% of the City computers, while the remaining 15% have either Microsoft Office 2007 or 2010 versions installed.
- The City uses Microsoft Outlook 2007 for email, calendar and contacts.
- Microsoft plans to update the Office Suite every four to five years. The City evaluated the past two releases and determined that upgrading prior to Office 2013 was not warranted based on features, user requirements and cost.
- By forgoing the last two Microsoft Office upgrades available during the past 11 years, the City saved approximately \$500,000 in upgrade costs.
- Due to the age of the Microsoft Office 2003 suite, Staff is now beginning to experience compatibility and conversion issues when attempting to share documents between applications or with others internally and externally.
- Staff evaluated several alternative solutions before selecting the Microsoft Office 2013 Suite; including Microsoft's Cloud offering Office 365 and Microsoft Google Apps.
- This project includes funds to train employees on use of the new user interface and some of the features of MS Office 2013.
- City Council authorized funds in the 2013 Major Software CIP to purchase Microsoft license upgrades.
- The City participates with the State of Colorado in the Microsoft Select program, which enables the City to purchase Microsoft software at a significant discount. The program is administered through Insight.

Expenditure Required: \$294,654

Source of Funds: General Capital Improvement Fund - Major Software CIP (\$195,693)
Utility Fund – Major Software CIP (\$98,961)

Policy Issue

Should the City upgrade to the new Microsoft Office Suite and provide training to City employees?

Alternatives

1. Forgo the replacement of Microsoft Office 2013 and the training to City employees and continue to use the current software. This alternative is not recommended for the following reasons:
 - The City would risk losing support for the Microsoft Office product in the future, as software vendors normally reduce or eliminate support for older products.
 - City staff would continue to use a mix of Microsoft Office versions and would continue to experience conversion and compatibility issues between versions and when sharing documents with other agencies.
 - The City loses the opportunity to benefit from valuable enhancements contained within the new version of Microsoft Office 2013. A few of those enhancements include:
 - In-Application Photo Editing in Word, Excel, PowerPoint, Outlook and Publisher;
 - Ability to embed Videos in PowerPoint;
 - Ability to send “as PDF” in Word, Excel, PowerPoint, Outlook, OneNote and Publisher;
 - Availability of Smart Art for improved more professional presentations; and
 - Calendar Preview capabilities in Outlook.
2. Implement Google Apps Office Suite
 - During evaluation, Staff determined that the Google Apps Office offering was not mature enough in features and compatibility to meet City needs. This would require the City to purchase additional office suite licenses for power users.
 - Google email offering does not include a traditional folder structure to allow employees to store their email for retrieval at a later time.
 - The Google offering is located on the Internet and employees would not have access to their documents and email if the Internet connection failed.
3. Implement Microsoft’s Cloud Office Suite 365
 - Microsoft Office 365 does not provide the City with a local licensed copy of the Office Suite. In the event the City decides to abandon the Office 365 cloud solution, the City would be required to purchase the Microsoft Office suite again.
 - During research, Staff found Microsoft was unable to answer several questions about how Office 365 would work in the City’s current environment.
 - Microsoft Office 365 is not currently compatible with the City’s Avaya unified communications systems. Staff was not able to successfully understand how using Office 365 would be able to deliver voicemails to an employee’s inbox or duplicate other features that employees have today.
 - Cost studies performed by staff revealed that no savings would be achieved in the move from the City’s current on-site installed Microsoft Office structure to the Microsoft Office 365 hosted solution.
4. Move to another Office Suite
 - Continued compatibility issue between Microsoft Office and other applications.
 - Compatibility challenges sharing documents between other agencies using Microsoft Office.
 - Employees would experience a steep learning curve in moving from Microsoft Office to another company’s office suite.

Background Information

In 1988, the City installed a Data General mini-computer system to provide 68 employees with word processing, electronic mail and scheduling software. The Data General Comprehensive Electronic Office (CEO) software was upgraded each year to provide employees with enhanced features and new functionality. The Data General System served the City well until 1998 when it was replaced with a

Windows based PC system and Microsoft Office 97 software. Today, the City has over 1000 employees who benefit from the City's email system. Over the last year, Staff evaluated the several alternative Office software solutions including Microsoft's Cloud offering "Office 365," Google Apps and Microsoft Office 2013. IT staff concluded that a traditional on-site installation of the Microsoft Office 2013 suite would be the best solution for the City. Prior to the next scheduled upgrade in 2017, Staff will again evaluate alternatives to determine if a cloud based offering or other office software solution would provide greater benefit and lower cost for the City.

The new Microsoft Office Suite incorporated many enhancements and new features that would improve usability and reliability, and reduce administration time. A few of the enhancements include:

- **Instant search** – Microsoft Office 2013 offers the ability to search for keywords, dates or other flexible criteria to locate items in e-mail, calendar, contacts or tasks to save valuable time. Instant Search in Office 2013 is fully integrated within the interface so users never have to leave Outlook to find the information they need.
- **Easier to use interface** – Microsoft Office 2013 has redesigned the look and feel of the messaging interface to make composing, formatting and acting upon information an easier and more intuitive experience.
- **High Level Integration with the Web** - Users will be able to easily create and share rich Web documents with the same Office tools they use to create printed documents. The most important benefit of this greatly enhanced integration with the Web is that rich Office content is universally viewable by anyone with a browser.
- **Increased collaboration and functionality** – Microsoft Office 2013 calendaring functionalities provide easy ways to share calendars with anyone within or outside of the City, giving authorized contacts immediate access to calendar information. Users can create and publish Internet calendars to Microsoft Office Online, add and share Internet calendar subscriptions, e-mail calendar snapshots, or even send a customized electronic business card to others.

In an effort to achieve the best possible pricing on Microsoft Office software, as well as other Microsoft software, the City entered into the Microsoft Select Volume Licensing Program in 1998. Westminster joined the State of Colorado and 11 other Colorado government agencies in this agreement in order to achieve volume pricing for Microsoft software purchases. Purchasing through this agreement will result in a savings of more than \$294,654. Information Technology Staff will be in attendance at Monday night's City Council Meeting to address questions or follow-up.

This proposal supports City Council's Strategic Plan goals of Financially Sustainable City Government Providing Exceptional Services by investing in technology to increase productivity and efficiency.

Respectfully submitted,

J. Brent McFall
City Manager



Agenda Memorandum

City Council Meeting
December 17, 2012



SUBJECT: 2013 Dell Server and Computer Replacement Purchases

Prepared By: David Puntteney, Information Technology Director
Scott Rope, Information Systems Manager

Recommended City Council Action

Find that the Western States Contracting Alliance (WSCA) pricing meets City Charter bidding requirements and authorize Staff to proceed with 2013 calendar year purchases of desktop PCs, laptop PCs, storage hardware, computer servers, printers and software through Dell Computer Corporation in an amount not to exceed \$378,000.

Summary Statement

- The City uses 43 physical and 100 virtual computer servers to support software applications and provide services for all departments.
- Servers and laptops are replaced on a four-year replacement schedule in order to provide a high level of reliability, availability and performance.
- Desktop computers are replaced on a five-year replacement schedule in order to provide a high level of reliability, availability and performance.
- Maintenance contracts for servers more than four years old are expensive.
- City Council authorized adequate funds in the 2013 Utility Fund, Information Technology Department operating budget, to purchase replacement servers and software.
- City Council authorized adequate funds in the appropriate 2013 Utility Fund and General Fund department's operating budgets for the purchase of departmental PCs.
- The City purchases hardware through Dell Computer below the Western States Contracting Alliance (WSCA) contract prices, therefore meeting the City Charter bidding requirements. The prices under this joint purchasing contract are well below what the City could achieve purchasing on its own.
- The City is scheduled to replace 280 PCs that will reach five years of age in 2013.
- The City is scheduled to replace 40 laptops that will reach four years of age in 2013.
- The City is scheduled to replace seven servers in 2013.
- Technology purchases and services including software maintenance, disk storage, monitors, RAM and related supplies are also purchased through Dell at or below the Western States Contracting Alliance (WSCA) contract prices and are included in the total projected 2013 amount.
- Decommissioned desktop and laptop computers are donated to the 7:10 Rotary Club for the Computers for Kids program.
- Several decommissioned computer servers will be relocated to the City's computer disaster recovery facility to serve as short-term recovery computers in the event of a disaster at the primary computer facility located at City Hall.

Expenditure Required: \$378,000

Source of Funds: General and Utility Fund Departmental Operating Accounts and Utility Fund, Information Technology Department Operating Budget

Policy Issue

Should the City continue to replace aged computer servers, desktop computers, laptop computers and peripheral equipment and software to ensure high availability, performance and capacity to support software applications and users?

Alternative

Forgo the 2013 replacement of computer hardware, software and servers. This alternative is not recommended for the following reasons:

- Continued maintenance on older servers is expensive. The City purchases new servers that include a four-year maintenance agreement.
- Application software upgrades frequently require more processing speed and memory. Attempting to upgrade older servers to meet the demands of new applications is many times impossible and not cost effective, especially when combined with the cost of maintaining older computer technology.
- The expected performance and reliability of servers more than four years old is unacceptable for the City's critical applications.
- Older desktop and laptop computers lack the processing power needed to adequately support newer applications.

Background Information

The City uses 1091 personal computers throughout all departments, representing an investment of approximately \$850,000. These computers provide access to essential software and services needed for City operations.

In 2001, the City established a PC replacement schedule of three years or four years, depending on the type of applications and performance requirements on each PC. In 2005, with the improved reliability and speed of new computers, Information Technology eliminated the three-year replacement schedule, and moved all computers to a four-year replacement cycle. In 2008, IT Staff evaluated the potential savings and risk associated with extending the desktop computer replacement schedule from four years to five years. Since 2008, staff has found the modified replacement schedule to be very successful and has realized approximately \$165,000 (an average of \$33,000 per year) in savings. In 2013, the City will purchase up to 280 desktop PCs to replace desktop computers that have been in use for five years, and to replace those that may fail between their fourth and fifth year of use. Additionally, 40 laptops are scheduled for replacement in 2013.

In 2006, the Information Technology Department conducted a comprehensive study of "virtualization" technology to determine how such technology could improve computer server availability and reliability while reducing the total number of servers required. Virtualization is the process of configuring an individual server to function as multiple virtual servers, thereby allowing multiple applications to be run on the same server. The study concluded that virtualization would result in a long-term cost benefit to the City by reducing the required number of servers. In 2007, Staff began the virtualization project and has successfully eliminated 39 servers, reducing the total number of servers from 82 to 43. Without virtualization, the City would be replacing 15 servers in 2013. Instead, only seven servers require replacement in 2013. As a result of virtualization, the City has reduced the replacement budget and realized an average annual net savings of \$40,000 in server replacement costs.

The City's servers support applications such as Computer Aided Dispatch, Public Safety Records Management, Enterprise Resource Management, Court, Geographic Information Systems, Internet, Intranet, Utility Maintenance Management, Utility Billing, Office tools and many others. These servers are critical to departments to provide internal and external customer service and to conduct critical City operations. The City has established a four-year replacement for computer servers. Several

decommissioned servers will be relocated to the City's computer disaster recovery facility to provide short term, more limited use in the event of a disaster at City Hall that would restrict access to or availability of production servers. New servers include a four-year maintenance agreement, so the City does not incur additional hardware maintenance expense during the full production life of the servers.

The City has standardized on Dell computer systems, which have some of the highest customer satisfaction and quality ratings in the industry. The City is very pleased with the overall performance of Dell equipment and the support provided to the City.

This proposal supports City Council's Strategic Plan goals of Financially Sustainable City Government Providing Exceptional Services by investing in technology to increase productivity and efficiency.

Respectfully submitted,

J. Brent McFall
City Manager



Agenda Memorandum

City Council Meeting
December 17, 2012



SUBJECT: Wastewater Vactor Truck and Closed Circuit Television Van Purchase

Prepared By: Jeff Bowman, Fleet Manager

Recommended City Council Action

Authorize the purchase of a new truck-mounted, combination vacuum and high pressure jet cleaning vehicle (Vactor) and authorize the purchase of a van-bodied, closed circuit, video televising vehicle (CCTV) for a total dollar amount of \$585,254.

Summary Statement

- As detailed in the Proposed 2013 Operating Budget Priorities/Core Services Adjustments presented at the July 16, 2012, City Council Study Session, in-house equipment must be purchased to implement the in-house wastewater collection maintenance program approved in the Adopted 2013 Budget.
- Equipment required to implement the in-house maintenance program includes:
 - ✓ A Vactor truck to be purchased from Faris/Boyle using Colorado Department of Transportation's (CDOT) Bid # HAA 01 – 106MM at a cost of \$235,865.
 - ✓ A Freightliner cab/chassis for the Vactor unit to be purchased from Transwest Trucks at a negotiated price based on Weld County Bid # B1200144 at a cost of \$116,997.
 - ✓ A General Motors cab/chassis and the Aeries CCTV van body to be purchased from DW Inspection Systems, using the City and County of Broomfield Bid # IFB 11-037 at a cost of \$232,392.
- City Council approved the funds for these vehicles in the 2013 Utilities Division operating budget.

Expenditure Required: \$585,254

Source of Funds: Utility Fund - Public Works and Utilities 2013 Operating Budget

Policy Issues

Should Council authorize the purchase of the Vector truck using a negotiated price base on a Weld County and Colorado Department of Transportation (CDOT) bid and authorize the purchase of the CCTV using the City and County of Broomfield bid for a total dollar amount of \$585,254?

Alternatives

1. Continue spending approximately \$620,000 a year for a contractor to service one-fourth of the City's wastewater collection system.
2. Reject the CDOT, negotiated price based on a Weld County's and City and County of Broomfield bids and execute a bid for one Truck cab chassis, one high pressure cleaner, one van body with one CCTV system. Staff does not recommend this alternative because the proposed Vector truck and CCTV van were already competitively bid statewide and a better price is highly unlikely.

Background Information

City Council approved in the Adopted 2013 Budget bringing back the In-House Wastewater Collection System Maintenance Program; the program was outsourced approximately 17 years ago. To bring this program back in-house, the following resources were approved for 2013: 4.0 FTE, a high pressure jet cleaning truck (Vector truck), and closed circuit video televising (CCTV) truck. Currently, the City spends approximately \$620,000 a year for a contractor to service one-fourth of the City's wastewater collection system. With the core services analysis in 2010, the scope of this program reduced from one-third of the City's collection system receiving annual inspection and maintenance to one-fourth; in some instances, this has proven to be problematic. In addition, the City is currently paying approximately \$0.27 per foot for this contracted work but anticipates a significant rate increase as other nearby cities surveyed pay approximately \$0.70 per foot. The estimated cost of doing the program in-house is \$334,796 for the addition of 4.0 FTE and ongoing maintenance of the Vector and CCTV trucks, which is included in the Adopted 2013 Budget. In addition, the Adopted 2013 Budget includes \$615,000 for the purchase of the Vector and CCTV trucks; the trucks requested for approval in this agenda memorandum are \$29,746 under budget.

Staff recommends purchasing both the Vector truck and the CCTV van simultaneously, as the maintenance of the City's wastewater system and emergency response to wastewater system problems, can only be brought in-house, when both vehicles are operated together.

Moving this program forward requires purchasing of a Vector truck to be purchased from Faris/Boyle using Colorado Department of Transportation's (CDOT) Bid # HAA 01 – 106MM at a cost of \$235,865; a Freightliner cab/chassis for the Vector unit to be purchased from Transwest Trucks at a negotiated price based on Weld County Bid # B1200144 at a cost of \$116,997; and a General Motors cab/chassis and the Aeries CCTV van body to be purchased from DW Inspection Systems, using the City and County of Broomfield Bid # IFB 11-037 at a cost of \$232,392. If Council does not approve the purchase of these vehicles, Staff estimates the City will spend a minimum of \$620,000 a year for a contractor to service one-fourth of the City's wastewater collection system.

The City saves considerable dollars by purchasing vehicles from bids shared by the Colorado Department of Transportation, Weld County and City and County of Broomfield. Staff recommends the purchase of these vehicles through bids from these agencies and utilizing funds already appropriated within the Public Works and Utilities operating budget.

The addition of this equipment helps achieve City Council's Strategic Plan Goals of Financially Sustainable City Government Providing Exceptional Services by maintaining a cost effective wastewater collection system, well maintained city infrastructure and cost effective, dependable fleet vehicles.

Respectfully submitted,

J. Brent McFall
City Manager



Agenda Memorandum

City Council Meeting
December 17, 2012



SUBJECT: Second Amendment to the Minor Home Repair Program Agreement

PREPARED BY: Signy Mikita, Community Development Program Planner

Recommended City Council Action:

Authorize the City Manager to enter into a second amendment to the agreement, in substantially the same form as attached, with Brothers Redevelopment Inc. to continue administering the Minor Home Repair Program and proceed with proposed modifications to the improvement eligibility list.

Summary Statement

- City Council authorized an assignment of \$50,000 in Community Development Block Grant (CDBG) funds in both 2010 and 2011, totaling \$100,000 for the purpose of creating a Minor Home Repair Program for income eligible households. Program participation is limited to households earning low to moderate incomes, which equates to 80% or less of the Denver Metro Area Median Income (AMI) as defined by the U.S. Department of Housing and Urban Development (HUD).
- The City, having limited administrative capacity to run the program, entered into a contract with Brothers Redevelopment, Inc. (BRI) to administer the program on April 11, 2011 for an initial amount of \$50,000. The contract was amended on June 25, 2012 to increase the total contract amount to \$100,000 and implement other minor program changes.
- The second amendment to the contract would modify and clarify the original listing of eligible and ineligible minor repairs, and authorize the City’s Development Review Committee to make minor adjustments to the list of eligible activities based upon unforeseen circumstances encountered through the daily operation of the program. Substantive changes to eligibility would continue to require City Council approval.
- The proposed amendment to the Agreement would also increase the reimbursable hourly rate for BRI’s employee services from \$35 to \$45 per hour for the Home Maintenance and Repair Supervisor and Apprentice/Seasonal Laborers.

Staff is recommending that the City amend the contract with BRI to modify the eligible/ineligible list and increase the hourly rate for BRI’s employee services.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

Should the City amend the contract with BRI as proposed in order to further define eligible/ineligible items and increase the allowable employee hourly wage rate?

Alternative

The City could choose to administer the program directly with its current Staff. Staff recommends Council not pursue this alternative because the City's staffing administrative capacity and rehabilitation expertise is very limited, which could compromise the success of the program and could put the City in poor standing with HUD.

Background Information

The City receives an allocation of federal CDBG dollars on an annual basis to fund projects or programs that are of benefit to low to moderate income populations. The City receives about \$500,000 annually, of which about \$400,000 is available for projects and programs. Given a high level of inquiry from Westminster residents regarding minor home repair over the last several years, City Council assigned \$50,000 of CDBG funds in both 2010 and 2011 for the purposes of creating a minor home repair program. The City, having limited capacity to administer the program, issued a Request for Qualifications (RFQ) from entities with the capacity to administer the program on behalf of the City. The City selected Brothers Redevelopment, Inc. (BRI) to administer the program.

BRI has extensive experience administering federal funds (including CDBG) through its rehabilitation program and also has in-house rehabilitation personnel that do most of the work. In instances requiring expertise (i.e. electrical, plumbing, etc.), BRI has a stable of pre-qualified specialists under contract. The City entered into a contract with BRI on April 11, 2011, for an initial amount of \$50,000 using 2010 CDBG funding. The original contract was amended on June 25, 2012, to add \$50,000 using 2011 CDBG funding and to exclude emergency and maintenance items.

So far, over 100 homeowners have contacted the City to find out more about the program. The program has received 35 applications of which 19 have been completed, 12 are scheduled for repairs, and four have been declined. The cost per completed home has averaged approximately \$3,000. Repairs have included hot water heater replacement, furnace replacement, installation of grab bars, plumbing and electrical repairs, and repairs to gutters, doors, and windows. The annual goal of the program is to complete nine to ten homes per year. In the first 18 months, the program has exceeded this goal with 19 completed projects. The client feedback has been overwhelmingly positive.

Staff is following trends in requests and is recognizing the need to clarify and redefine what the program can and cannot provide, particularly for exterior work. Staff has prepared the proposed second amendment (attached) with a listing of eligible and ineligible minor repair activities for City Council's consideration. Among the more significant proposed revisions are adding fences, common area, and lateral sewer line repairs/replacement to the list of ineligible items. Fences have been excluded as they are considered non-essential to the house. Common area repairs, such as exterior painting of townhome units in a complex, as there are generally covered by a homeowners' association. There have also been several requests for lateral sewer line and roof repairs/replacement. It has been determined that these items can easily exceed the \$5,000 grant amount and the intent of the minor home repair program. Exterior painting can be covered up to a cost of \$5,000, but interior painting is ineligible unless it results from a larger repair job, such as removing sheet rock to access water pipes. Tree removal on private property would remain an eligible project, but only upon the City Forester making a determination that the tree is hazardous and a safety hazard. Other exterior

repairs or improvements will only be eligible if they address health and safety problems, or are needed to preserve the structural integrity of the house. Improvements specifically for the purpose

of improving energy efficiency, such as new windows, insulation or appliances, have been removed from the eligible list. They may still be provided, but must address a specific health or safety issue or be part of an eligible improvement (e.g. installation of new water heater or furnace).

Staff is also recommending that the eligibility listing be subject to minor revisions within the discretion of the City's Development Review Committee (DRC). Members of this committee include the City Manager, Deputy City Manager, and Community Development Director. Substantive changes to the list, such as eliminating a repair activity altogether, would still require City Council's review and consent, as well as an amendment to the Agreement.

Another proposed amendment to the Agreement with BRI pertains to the allowable wage rate for services rendered. BRI has requested an increase in the employee hourly rate from \$35 to \$45 per hour for the Home Maintenance and Repair Supervisor and Apprentice/Seasonal Laborer positions in order to keep up with the actual costs of administering the program. The proposed \$45 fee amount is commensurate with the amount charged to private parties seeking BRI's maintenance and repair services. All clients are required to pay the fee. In the instance a client cannot afford the fee, BRI taps other internal and external financial resources to cover the cost.

Overall, the program has met the City's goals and is successful in meeting an identified need. It is meeting an identified need. The proposed changes to the program are in accordance with the City's Strategic Plan Goal of ensuring a "Safe and Secure Community" whereby financially challenged residents will be provided a means of accessing resources to make essential repairs to their homes thereby protecting the health and safety of the household. The program further promotes the goal of "Vibrant Neighborhoods in One Livable Community" by maintaining the livability and structural integrity of residential properties and minimizing the potential for abandonment which can become a blighting factor on the neighborhood.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment - Second Amendment to the Minor Home Repair Program Contract

**SECOND AMENDMENT TO THE
AGREEMENT TO FURNISH PROFESSIONAL AND CONSULTING SERVICES TO THE
CITY OF WESTMINSTER FOR
THE WESTMINSTER EMERGENCY AND MINOR HOME REPAIR PROGRAM
DATED APRIL 11, 2011**

The City of Westminster (hereinafter referred to as "City") and Brothers Redevelopment, Inc. (hereinafter referred to as "Consultant") agree to amend the Agreement described above as follows:

1. EXHIBIT "A" SCOPE OF WORK. Eligibility of Improvements. (p. 9). Under General Allowances, add that these General Allowance shall be guidelines that are subject to minor revisions within the discretion of the City's Development Review Committee (DRC) and upon written notice to Consultant as provided for in Section X(E) of the Agreement. Substantive changes, such as a different type of excluded repair activity, shall require amendment to this Agreement and shall be subject to City Council's review and consent.

Replace the original listing of General Allowances with the following:

Eligible minor repair activities associated with scheduled repairs may include, but are not limited to, the following:

- Painting homes – for exterior only, unless associated with another eligible interior repair for the repair area only
- Building handicapped ramps (ADA approved)
- Bathroom and doorway modifications to accommodate disabled citizens
- Flooring repairs - eligible only if it is a health or safety issue (tripping hazard, etc.)
- Electrical repairs
- Plumbing repairs
- Air conditioner/swamp cooler installation (if deemed medically necessary as directed by MD with letter). The cost can not exceed the \$5,000 maximum. Portable units are not eligible
- Existing individual window replacement (if it poses a safety hazard, such as a damaged or inoperable window)
- Safety improvements
- Exterior repairs to primary structure (house) such as gutter replacement required to preserve health, safety and welfare of resident and/or the structural integrity of the house. Please see the list below for exterior property repairs that are ineligible.
- Removal of dead trees or trimming of limbs determined to be hazardous to the general public or pose a significant threat to the structural integrity of the residential unit. The City Forester is required to make a determination that the tree is hazardous.
- Water heater or furnace repair or replacement
- Other similar work, as authorized

Activities excluded from the program include, but are not limited to, the following:

- Maintenance items, such as annual furnace checks
- Emergency items that must be fixed immediately, such as clogged drains, relighting pilot lights, fallen tree limbs, etc.
- Sewer line repairs or replacement from outside wall of house to street

- Fence repairs or replacement
- Common area repairs, such as exterior painting of townhome units in complex
- Roofing repairs or replacement
- Exterior siding repairs or replacement, unless necessary to protect the structural integrity of the house
- New windows for the primary purpose of energy efficiency enhancement or for the entire home
- Appliances (e.g. dishwasher, refrigerator, stove, washer/dryer) and appurtenances not considered permanent fixtures such as lamps, space heaters, portable air conditioning units, and similar devised.
- Interior and exterior remodeling not required for health, safety, and welfare and considered purely aesthetic improvements
- Structural additions
- Water softening systems

2. EXHIBIT "A" SCOPE OF WORK. Budget and Payment Schedule. (p. 14). The employee hourly rate for the Home Maintenance and Repair Supervisor and Apprentice/Seasonal Laborer shall be increased to \$45.00. The hourly rate for the Volunteer Department Coordinator and the Program Coordinator shall remain at \$35.00.

3. All other terms and conditions of this Agreement and the First Amendment thereto, dated June 25, 2012, shall remain in effect.

This Amendment is dated the 17th day of December, 2012.

BROTHERS REDEVELOPMENT, INC.

CITY OF WESTMINSTER

By: _____

By: _____

Printed Name: Mary Ann Shing
Title: President

Printed Name: J. Brent McFall
Title: City Manager

Address:

Address:

2250 Eaton Street
Garden Level, Suite B
Denver, Colorado 80214

4800 W. 92nd Avenue
Westminster, Colorado 80031

Attest: _____

Attest: _____

Title: _____

City Clerk

(Corporate Seal,
if applicable)

(Seal)

Approved as to legal form and content:



City Attorney



Agenda Memorandum

City Council Meeting
December 17, 2012



SUBJECT: Legal Services Agreements for Workers' Compensation Attorneys

Prepared By: Jackie Bonavida, Risk/Claims Analyst

Recommended City Council Action

Authorize the City Manager to sign contracts for legal services on an as-needed basis with Ritsema & Lyon, LLC and Thomas, Pollart, and Miller, LLC in connection with Workers' Compensation claims. The contracts shall not exceed \$50,000, based on recommendation of the City Manager that the public interest will be best served by the award of these contracts on a negotiated basis.

Summary Statement

- Occasionally, counsel must be appointed to represent the City in regards to Workers' Compensation issues.
- Mr. Paul Krueger of Ritsema and Lyon has practiced workers' compensation law for nine years and has represented the City on cases for the last six years.
- Mr. Brad Miller, shareholder of Thomas, Pollart, and Miller, has practiced workers' compensation law for twelve years and has worked with the City on workers' compensation claims for seven years.

Expenditure Required: Not to exceed \$50,000

Source of Funds: General Fund – Workers' Compensation Self Insurance Fund

Policy Issue

Should City Council authorize the retention of Ritsema & Lyon and Thomas, Pollart, and Miller as Workers' Compensation counsel on behalf of the City?

Alternative

Do not retain outside Workers' Compensation counsel. This alternative could leave the City exposed to possible liabilities without legal representation and is not recommended.

Background Information

Few areas of law change so quickly or affect employers as much as workers' compensation. With the rising cost of medical care and other aspects of workers' compensation, it is imperative that the City's outside counsel have years of experience in Colorado Workers' Compensation law on their side.

Effective defense of workers' compensation claims requires a commitment to being up-to-date on this frequently shifting area of law. These attorneys review the latest changes affecting the City as the employer, and are experts, both in and out of the courtroom.

Risk Management began working with these law firms when the City hired a third party administrator (TPA) to process Workers' Compensation claims. The TPA would hire the firm they wished to work with and City Staff found these two firms did the best work on the City's litigated claims. Therefore, although Staff has experience with other attorneys, rather than go out to bid, Staff requests to continue to use the services of these two firms whose negotiated rate of \$155 per hour is highly competitive in the current market.

Risk Management staff partners with these attorneys to establish protocols that reduce expenses if a claim becomes subject to litigation. Both experts in workers' compensation provide staff with comprehensive services that will help decrease costs to the City's Workers' Compensation program as well as prevent possible penalties for the improper handling of claims under the Colorado Workers' Compensation Act.

The City's Workers' Compensation program supports Council's Strategic Plan goals of Financially Sustainable City Government by working to minimize the cost of claims by ensuring the City has subject matter legal experts thereby maintaining sufficient reserves in the self insurance fund.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments – Contracts with Thomas, Pollart, and Miller, LLC and Ritsema & Lyon, LLD

CONTRACT FOR LEGAL SERVICES

THIS AGREEMENT is made this _____ day of January, 2013, by and between **Ritsema and Lyon, LLC** (the "Firm") and the **CITY OF WESTMINSTER** (the "City").

RECITALS

1. The City is desirous of contracting with the Firm for legal services.
2. The Firm and its attorneys are authorized to practice law in the State of Colorado.

AGREEMENT

1. The Firm shall furnish special legal services to the City of Westminster Workers Compensation Claims on an as-needed basis.
2. T. Paul Krueger of the Firm shall be principally responsible for the Services.
3. The Firm is acting as an independent contractor; therefore, the City will not be responsible for FICA taxes, health or life insurance, vacation, or other employment benefits.
4. The City shall pay for the Services at the hourly rate not to exceed \$150 per hour.
5. This Contract may be terminated by the City with or without cause.
6. The Westminster City Council authorized this contract on December 15, 2012.
7. Payments for legal services pursuant to this Contract shall not exceed Fifty Thousand Dollars (\$50,000) without further written authorization by the City.
8. To the extent this Agreement constitutes a public contract for services pursuant to C.R.S. § 8-17.5-101 et seq., the following provisions shall apply: The Firm shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. In addition, the Firm shall not enter into a contract with a subcontractor that fails to certify to the Firm that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. If the Firm obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Firm shall notify the subcontractor and the City within three (3) days that the Firm has actual knowledge that the subcontractor is employing or contracting with an illegal alien. Furthermore, the Firm shall terminate such subcontract with the subcontractor if, within three (3) days of receiving the notice required pursuant to this paragraph, the subcontractor does not stop employing or contracting with the illegal alien. Except that the Firm shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

The Firm certifies that, prior to executing this Agreement, it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-verify program administered by the United States Department of Homeland Security and the Social Security Administration (the "E-verify Program"), or the employment verification program administered by the Colorado Department of Labor and Employment (the "Colorado Verification Program"). The Firm shall not use either the E-verify Program or the Colorado Verification Program procedures to undertake preemployment screening of job applicants while performing this Agreement.

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

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

RITSEMA & LYON, LLC

By: _____

Printed Name: _____

Title: _____

Address:

CITY OF WESTMINSTER

By: _____

Printed Name: _____

Title: _____

Address:

4800 West 92nd Avenue
Westminster, Colorado 80031

APPROVED AS TO LEGAL FORM

By: _____
City Attorney

CONTRACT FOR LEGAL SERVICES

THIS AGREEMENT is made this _____ day of January, 2013, by and between **Thomas, Pollart and Miller, LLC** (the "Firm") and the **CITY OF WESTMINSTER** (the "City").

RECITALS

1. The City is desirous of contracting with the Firm for legal services.
2. The Firm and its attorneys are authorized to practice law in the State of Colorado.

AGREEMENT

1. The Firm shall furnish special legal services to the City of Westminster Workers Compensation Claims on an as-needed basis.
2. Brad Miller of the Firm shall be principally responsible for the Services.
3. The Firm is acting as an independent contractor; therefore, the City will not be responsible for FICA taxes, health or life insurance, vacation, or other employment benefits.
4. The City shall pay for the Services at the hourly rate not to exceed \$150 per hour.
5. This Contract may be terminated by the City with or without cause.
6. The Westminster City Council authorized this contract on December 17, 2012.
7. Payments for legal services pursuant to this Contract shall not exceed Fifty Thousand Dollars (\$50,000) without further written authorization by the City.
8. To the extent this Agreement constitutes a public contract for services pursuant to C.R.S. § 8-17.5-101 et seq., the following provisions shall apply: The Firm shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. In addition, the Firm shall not enter into a contract with a subcontractor that fails to certify to the Firm that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. If the Firm obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Firm shall notify the subcontractor and the City within three (3) days that the Firm has actual knowledge that the subcontractor is employing or contracting with an illegal alien. Furthermore, the Firm shall terminate such subcontract with the subcontractor if, within three (3) days of receiving the notice required pursuant to this paragraph, the subcontractor does not stop employing or contracting with the illegal alien. Except that the Firm shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

The Firm certifies that, prior to executing this Agreement, it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-verify program administered by the United States Department of Homeland Security and the Social Security Administration (the "E-verify Program"), or the employment verification program administered by the Colorado Department of Labor and Employment (the "Colorado Verification Program"). The Firm shall not use either the E-verify Program or the Colorado Verification Program procedures to undertake preemployment screening of job applicants while performing this Agreement.

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

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

THOMAS, POLLART AND MILLER, LLC

CITY OF WESTMINSTER

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Address:

Address:

4800 West 92nd Avenue
Westminster, Colorado 80031

APPROVED AS TO LEGAL FORM

By: _____
City Attorney



Agenda Memorandum

City Council Meeting
December 17, 2012



SUBJECT: Environmental Services Legal Services Agreement with Sherman and Howard, LLC

Prepared By: Carey Jensen, Environmental Analyst

Recommended City Council Action

Authorize the City Manager to sign a contract with Sherman and Howard, LLC for special legal services in connection with environmental regulatory compliance and related matters in an amount not to exceed \$2,600.

Summary Statement

- Since 2007, Ron Eddy with Sherman and Howard, LLC (S&H) has been providing environmental legal support to the City. Due to Mr. Eddy's understanding of City operations, Staff recommends retention of S&H for legal support on environmental regulatory compliance and related environmental matters in 2013 with the option of four annual renewals of the agreement.
- Since Environmental Services works with stormwater quality issues and the Department of Public Works and Utilities Water Resources Division on all other water quality related issues, it is important that legal counsel serving both workgroups foster the same perspective. Environmental Services will continue to utilize CHP for stormwater quality issues and S&H will be utilized for all other environmental matters.
- Normally items under \$50,000 do not require City Council approval; however, as required by City Charter, all legal services contracts must be approved by City Council.

Expenditure Required: \$2,600 annually

Source of Funds: 2013 General Fund -General Services Environmental Services Budget

Policy Issue

Should City Council support Staff's recommendation to retain Sherman and Howard, LLC as special environmental law counsel for support of environmental regulatory compliance and related environmental matters?

Alternative

Do not retain special environmental counsel. This alternative is not recommended since environmental regulatory compliance requires specialized interpretation of many environmental laws and regulations.

Background Information

In 2004, the Environmental Services Office published a Request for Proposals to provide legal counsel on environmental regulatory compliance. City Council approved the recommendation of Staff at that time to retain Carlson, Hammond and Paddock, LLC (CHP) and Sherman and Howard, LLC (S&H) to provide a two pronged legal support team for 2004 with optional annual renewal for up to four consecutive years. CHP addressed stormwater quality matters and S&H handled all other environmental matters.

The S&H contact to the City, Philip C. Lowe, served in the environmental management division of a major electrical utility conducting implementation work similar to Environmental Services prior to his becoming an attorney. With Mr. Lowe's departure from S&H in June of 2007 to start his own firm, the City would have lost his expertise unless it contracted directly with him for legal services. In late 2007, Mr. Lowe accepted a position with the Solicitor's Office of the Department of Interior to work on energy policies leaving Westminster without special legal counsel on environmental regulatory compliance issues separate from stormwater quality. Based on Mr. Lowe's recommendation, Staff met with Ron Eddy at S&H to discuss legal support services and his experience. Based on the experience of Mr. Eddy with the City, Staff recommends Council retain S&H in 2013 with the option of four annual renewals of the agreement. Retention will provide a well rounded resource of environmental legal support to the City.

Historically, utilization of special environmental counsel was based upon compliance needs. In the last three years, counsel has been utilized to address specific regulatory details or help the City navigate enforcement actions. Since 1996, the average annual legal services expense by Environmental Services for both stormwater and other environmental legal support was \$3,000. The Office works with stormwater quality issues and the Department of Public Works and Utilities Water Resources Division on all other water quality related issues. For this reason, it is important that legal counsel serving both workgroups foster the same perspective. Environmental Services will continue to utilize CHP for stormwater quality issues and S&H will be utilized for all other environmental matters.

This contract supports City Council's Strategic Plan Goal of Financially Sustainable City Government Providing Exceptional Services by ensuring the City utilizes external legal support that protects against possible costly environmental issues. Additionally, this contract supports Council's Goal of a Beautiful and Environmentally Sensitive City by providing resources that will help maintain operational sensitivity to environmental matters.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

CONTRACT FOR LEGAL SERVICES

THIS AGREEMENT is made this _____ day of _____, 20__, by and between SHERMAN & HOWARD, L.L.C., Attorneys at Law (the "Firm") and the CITY OF WESTMINSTER, COLORADO (the "City").

RECITALS

1. The City is desirous of contracting with the Firm for legal services.
2. The Firm and its attorneys are authorized to practice law in the State of Colorado.

AGREEMENT

1. The Firm shall furnish the following special legal services to the City (the "Services"): Environmental Legal Support **not to** include Stormwater Quality Legal Services
2. Ron Eddy of the Firm shall be principally responsible for the Services.
3. The Firm is acting as an independent contractor; therefore, the City will not be responsible for FICA taxes, health or life insurance, vacation, or other employment benefits.
4. The City shall pay for the Services at the rates set forth in Exhibit "A."
5. This Contract may be terminated by the City with or without cause. This contract shall commence upon execution and shall continue for one year. The Contract may be renewed for four successive one-year terms, at the option of the City, subject to annual appropriation by the City, and subject to agreement between the parties on the Schedule of Billing Rates applicable to such contract extensions.
6. This Contract may be terminated by the Firm consistent with the Colorado Rules of Professional conduct.
7. No payments to the Firm shall be made prior to the approval of this Contract by the Westminster City Council.
8. Payments pursuant to this Contract shall not exceed \$2,600 without further written authorization by the City.
9. The Westminster City Council authorized this contract on December 17, 2012.
10. To the extent this Agreement constitutes a public contract for services pursuant to C.R.S. § 8-17.5-101 et seq., the following provisions shall apply: The Firm shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. In addition, the Firm shall not enter into a contract with a subcontractor that fails to certify to the Firm that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. If the Firm obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Firm shall notify the subcontractor and the City within three (3) days that the Firm has actual knowledge that the subcontractor is employing or contracting with an illegal alien. Furthermore, the Firm shall terminate such subcontract with the subcontractor if, within three (3) days of

receiving the notice required pursuant to this paragraph, the subcontractor does not stop employing or contracting with the illegal alien. Except that the Firm shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

The Firm certifies that, prior to executing this Agreement, it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-verify program administered by the United States Department of Homeland Security and the Social Security Administration (the "E-verify Program"), or the employment verification program administered by the Colorado Department of Labor and Employment (the "Colorado Verification Program"). The Firm shall not use either the E-verify Program or the Colorado Verification Program procedures to undertake pre-employment screening of job applicants while performing this Agreement.

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

To the extent required by C.R.S. § 8-17.5-102(1), by submitting a bid, the Firm certifies that at the time of bid submission it did not knowingly employ or contract with an illegal alien who will perform work under this Agreement, and that the Firm will participate in the E-verify Program or the Colorado Verification Program in order to verify the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

SHERMAN & HOWARD, L.L.C.

CITY OF WESTMINSTER, COLORADO

By _____
Ron Eddy

By _____
J. Brent McFall, City Manager

APPROVED AS TO LEGAL FORM:

By _____
City Attorney's Office

Exhibit A

Sherman and Howard, LLC - Schedule of Billing Rates

Legal Services Rate for Ron Eddy: \$405 per hour, plus reasonable expenses at cost incurred.

These rates will remain in effect until December 31, 2017 and may be revised by mutual written agreement.



Agenda Memorandum

City Council Meeting
December 17, 2012



SUBJECT: Environmental Services Legal Services Agreement with Carlson, Hammond & Paddock, LLC

Prepared By: Carey Jensen, Environmental Analyst

Recommended City Council Action

Authorize the City Manager to sign a one-year contract with the option of three additional one-year renewals for legal services with Carlson, Hammond & Paddock, LLC, in connection with stormwater quality issues for the year 2013 including optional annual renewals of the agreement for up to three years with the condition that the total costs not exceed \$2,500 annually.

Summary Statement

- The attorneys at Carlson, Hammond & Paddock, LLC (CHP) have effectively and successfully represented the City of Westminster in water matters since 1977 developing a very thorough knowledge of Westminster water supply and water quality issues.
- Since Environmental Services works with stormwater quality issues and Water Resources on all other water quality related issues, it is important that legal counsel serving both work groups foster the same perspective. Consequently, Staff recommends that CHP be retained to ensure continuity on stormwater issues in Westminster.
- Normally items under \$50,000 do not require City Council approval; however, as required by City Charter, all legal services contracts must be approved by City Council. Pursuant to Westminster Municipal Code 15-1-6, the City Manager has determined that this agreement will best serve the public interest as an effective method to support the stormwater quality regulatory compliance of the City.

Expenditure Required: Not to Exceed \$2,500

Source of Funds: General Fund - General Services Environmental Services Operating Budget

Policy Issue

Should City Council authorize the retention of Carlson, Hammond & Paddock, LLC, as special stormwater quality counsel on behalf of the City for 2013?

Alternative

Do not retain special environmental counsel. This alternative could leave the City exposed to possible environmental liability without specialized legal representation and is not recommended.

Background Information

From time to time, the City is in need of legal support specific to its compliance with stormwater quality regulations. Since 1977, principal members of Carlson, Hammond & Paddock, LLC (CHP) have represented the City on water matters. CHP has developed a very thorough knowledge of Westminster's water supply and water quality issues and is a key player in helping develop and protect Westminster's raw water supply. By utilizing CHP for legal support services on stormwater matters, the City ensures the continuity of their water quality knowledge.

Based upon previous legal needs for Environmental Services, \$2,500 approved in the operating budget is sufficient to cover costs associated with anticipated 2013 legal services. The agreement will include an annual one year renewal option for up to three additional years.

This contract supports City Council's Strategic Plan Goal of Financially Sustainable City Government by ensuring the City utilizes external legal support that protects against possible costly environmental issues. Additionally, this contract supports Council's Goal of a Beautiful and Environmentally Sensitive City by providing resources that will help maintain operational sensitivity to environmental matters.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment - Agreement

CONTRACT FOR LEGAL SERVICES

THIS AGREEMENT is made this _____ day of _____, 2012, by and between CARLSON, HAMMOND AND PADDOCK Attorneys at Law (the "Firm") and the CITY OF WESTMINSTER, COLORADO (the "City").

RECITALS

1. The City is desirous of contracting with the Firm for legal services.
2. The Firm and its attorneys are authorized to practice law in the State of Colorado.

AGREEMENT

1. The Firm shall furnish the following special legal services to the City (the "Services"): Stormwater Quality Legal Services not to include other Environmental Regulatory Compliance Issues.
2. Lee Johnson of the Firm shall be principally responsible for the Services.
3. The Firm is acting as an independent contractor; therefore, the City will not be responsible for FICA taxes, health or life insurance, vacation, or other employment benefits.
4. The City shall pay for the Services at the rates set forth in Exhibit "A."
5. This Contract may be terminated by the City with or without cause. This contract shall commence upon execution and shall continue for one year. The Contract may be renewed for three successive one-year terms, at the option of the City.
6. No payments to the Firm shall be made prior to the approval of this Contract by the Westminster City Council.
7. Payments pursuant to this Contract shall not exceed \$2,500 without further written authorization by the City.
8. The Westminster City Council authorized this contract on December 17, 2012.
9. To the extent this Agreement constitutes a public contract for services pursuant to C.R.S. § 8-17.5-101 et seq., the following provisions shall apply: The Firm shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. In addition, the Firm shall not enter into a contract with a subcontractor that fails to certify to the Firm that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. If the Firm obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Firm shall notify the subcontractor and the City within three (3) days that the Firm has actual knowledge that the subcontractor is employing or contracting with an illegal alien. Furthermore, the Firm shall terminate such subcontract with the subcontractor if, within three (3) days of receiving the notice required pursuant to this paragraph, the subcontractor does not stop employing or contracting with the illegal alien. Except that the Firm shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

The Firm certifies that, prior to executing this Agreement, it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-verify program administered by the United States Department of Homeland Security and the Social Security Administration (the "E-verify Program"), or the employment verification program administered by the Colorado Department of Labor and Employment (the "Colorado Verification Program"). The Firm shall not use either the E-verify Program or the Colorado Verification Program procedures to undertake pre-employment screening of job applicants while performing this Agreement.

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

To the extent required by C.R.S. § 8-17.5-102(1), by submitting a bid, the Firm certifies that at the time of bid submission it did not knowingly employ or contract with an illegal alien who will perform work under this Agreement, and that the Firm will participate in the E-verify Program or the Colorado Verification Program in order to verify the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

CARLSON, HAMMOND AND PADDOCK

By: _____

CITY OF WESTMINSTER, COLORADO

By: _____
J. Brent McFall, City Manager

Approved as to legal form:

City Attorney's Office

Exhibit A

Year-one

**Lee Johnson
Law Clerks**

**Hourly Rate \$210 per hour
Hourly Rate \$60 per hour**

Rate increases after year-one must be provided to the City through written notice to the City's representative, Carey Jensen. Both Carlson Hammond and Paddock and the City must agree to rate increases prior to use.



Agenda Memorandum

City Council Meeting
December 17, 2012



SUBJECT: Councillor's Bill No. 50 re Citylife Church Lease Agreement at the Ice Centre at the Promenade

Prepared By: Donald M. Tripp, Director of Parks, Recreation and Libraries

Recommended City Council Action

Pass Councillor's Bill No. 50 on first reading authorizing the City Manager to sign a lease agreement between the City of Westminster, Hyland Hills Park and Recreation District (through its Recreational Facilities enterprise) and Citylife Church d/b/a Redemption City Church for the lease of approximately 1,375 square feet of space in the Ice Centre at the Promenade.

Summary Statement

- On September 27, 2010, City Council passed Councillor's Bill No. 47 authorizing the City Manager to sign a one-year lease agreement, with a six-month option to renew, with Citylife Church for the lease of approximately 1,375 square feet of space in the Ice Centre at the Promenade.
- This lease agreement has expired and all of the parties, including Hyland Hills Park and Recreation District and Citylife Church, wish to sign a new one-year lease agreement with essentially the same terms. (See attached lease agreement)
- The new lease duration is for one year at a rate of \$13.96 per square foot for a total of \$19,200 for the year. There will also be a security deposit of \$1,600 for any potential damages to the facility.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

Does City Council wish to approve a lease for administrative office use at the Ice Centre at the Promenade?

Alternative

City Council could deny this lease and instruct Hyland Hills Parks and Recreation District and City Staff to seek out a lessee willing to commit to a longer lease term. Staff does not recommend this alternative as this space in the Ice Centre has been challenging to lease and the current lessee has worked out well.

Background Information

The Ice Centre at the Promenade began full operations in 2000. Part of the business plan for the facility was to construct additional retail, restaurant and office space to be leased to private companies for additional revenue. Currently, Benders Bar and Grill, AT&T and the Hyland Hills Hockey Association lease space at the Ice Centre. Up until July of 2010, the Westminster Promenade Development LLC had leased approximately 1,375 square feet of space. Once vacated, the space was advertised for lease by Hyland Hills Ice Centre Manager Bob Bebber. Board members from the Citylife Church approached Mr. Bebber with a proposal to lease the space for one year with an option to renew for an additional six months.

On September 27, 2010, City Council passed Councillor's Bill No. 47 authorizing the City Manager to sign a one-year lease agreement, with a six-month option to renew, with Citylife Church for the lease of approximately 1,375 square feet of space in the Ice Centre at the Promenade. That lease agreement has since expired and City Staff, Hyland Hills Park and Recreation Staff and Citylife Church desire to sign a new one-year lease agreement with the terms being essentially the same. (See attached lease agreement)

The lease rate of \$13.96 per square foot is, in Staff's opinion, a good rate based on the current rental market conditions. Considering that other store front space at the Promenade has remained vacant for some time now, Staff believes the City is fortunate to have a willing lessee for this space.

This action meets City Council Strategic Plan goal of "Financially Sustainable City Government providing Exceptional Services."

Respectfully submitted,

J. Brent McFall
City Manager

Attachments - Proposed Councillor's Bill with Exhibit A

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **50**

SERIES OF 2013

INTRODUCED BY COUNCILLORS

A BILL

**FOR AN ORDINANCE APPROVING A LEASE AGREEMENT BETWEEN THE CITY,
HYLAND HILLS PARK AND RECREATION DISTRICT, AND CITYLIFE CHURCH d/b/a
REDEMPTION CITY CHURCH FOR THE LEASE OF A PORTION OF THE ICE CENTRE AT
THE WESTMINSTER PROMENADE FOR ADMINSTRATIVE OFFICES**

WHEREAS, City Council previously authorized an intergovernmental agreement between the City and the Hyland Hills Park and Recreation District for the purpose of constructing and operating an Ice Centre at the Westminster Promenade; and

WHEREAS, the City and Hyland Hills have selected Citylife Church as one of the tenants at the Ice Centre's retail/office space; and

WHEREAS, the final form of the lease agreement has been agreed to by the parties.

THE CITY OF WESTMINSTER ORDAINS:

Section 1: Pursuant to City Charter Section 13.4, the Lease Agreement between the City, Hyland Hills Park and Recreation District, acting by and through its Recreational Facilities Enterprise, and Citylife Church d/b/a Redemption City Church for the lease of a portion of the Ice Centre at the Westminster Promenade for administrative offices attached hereto as Exhibit A is hereby approved.

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 17th day of December, 2012.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 14th day of January, 2013.

ATTEST:

Mayor

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney

Exhibit A

LEASE

This Lease, made and entered into this 20th day of November, 2012, by and between HYLAND HILLS PARK AND RECREATION DISTRICT and THE CITY OF WESTMINSTER, hereinafter collectively referred to as "Landlord" and CITYLIFE CHURCH d/b/a/ REDEMPTION CITY CHURCH, a Colorado nonprofit corporation, hereinafter referred to as "Tenant".

1. LEASED PREMISES:

Upon the terms, conditions, covenants, limitations and agreements, and at the rental and for the terms as hereinafter set forth, Landlord hereunto leases unto Tenant and Tenant hereby leases from Landlord the Leasehold Premises ("Premises") at Landlord's Ice Centre, 10710 Westminster Blvd., Jefferson County, Colorado, as more fully described in Exhibit A attached hereto.

2. TERM:

The term of this Lease and the right of Tenant to take possession and occupy the Premises, pursuant to this Lease, shall commence at 12:01 a.m. on the date of execution of this lease and, unless sooner terminated or later extended, as provided herein, shall expire at 12:01 a.m. on the anniversary date of the date of execution.

3. USE OF PREMISES:

3.1 Tenant shall occupy, use and operate the Leasehold Premises as office space.

3.2 Tenant shall not:

a. Permit any unlawful practice to be carried on or committed on the Leasehold Premises;

b. Make any use or allow the Leasehold Premises or any part thereof to be used in any manner or for any purpose that might invalidate or increase the rate of insurance on any policy maintained by Landlord, for any purposes other than those hereinabove specified, nor for any purpose that shall constitute a public or private nuisance, shall be in violation of any governmental laws, ordinances or regulations, shall be contrary to any restrictive covenants, agreements or limitations of record, or shall render the premises, or any part thereof, uninsurable with standard insurance at ordinary rates.

c. Keep or permit to be kept or used on the Leasehold Premises any flammable fluids, toxic materials, or substances of any nature reasonably deemed

dangerous by the Lessor or the Lessor's insurance carriers without obtaining prior written consent of the Lessor, except for small quantities of cleaning products incidental to their permitted uses described in this Agreement;

d. Use the Leasehold Premises for any purpose which creates a nuisance or injures the reputation of the Leasehold Premises or the Lessor;

e. Deface or injure the Leasehold Premises, or commit or suffer any waste in or about the Leasehold Premises:

f. Permit any odors to emanate from the Leasehold Premises in violation of any local, state or federal law or regulation;

g. Use any portion of the Leasehold Premises for storage or other purposes except as is necessary and required with its use specified in this Agreement.

h. Keep or permit to be kept or used on the Leasehold Premises any pets except for guide animals pursuant to the provisions of the federal Americans With Disabilities Act and/or corresponding state statute or local ordinance.

4. RENT AND SECURITY DEPOSIT:

4.1 Tenant shall pay to Landlord, as minimum rent for the term of this Lease, the sum of \$19,200.00, together with any additional rents as may hereinafter be reserved. Said rental, exclusive of any additional rents, shall be payable in equal monthly payments of \$1,600.00, payable in advance, commencing on the effective date, and on that same date of the month for every month of the rental term thereafter.

Every such payment referenced above shall be payable at the office of Landlord, 1800 West 89th Avenue, Denver, Colorado 80260, without notice or demand whatsoever.

4.2 Any other sums of money or charges to be paid by the Tenant, pursuant to the provisions of this Lease, shall be designated as "additional rent". A failure to pay additional rent shall be treated in all events as the failure to pay rent.

4.3 If the payment of any rent or any other monies payable under the terms of this Lease shall not be paid when due, and Tenant shall not have paid such arrears within three business days of Landlord providing Tenant with notice thereof, Tenant agrees that additional rent, in the amount of five (5) percent of the arrearage amount, shall be immediately due and payable from Tenant to Landlord.

4.4 Tenant shall pay to Landlord, upon execution of this Agreement, the sum of \$1,600.00 as a security deposit, the receipt of which by Landlord is acknowledged. Said security deposit will be returned, together with interest thereon, minus any amounts retained

and applied to damages (ordinary wear and tear excepted), caused by Tenant, or rent owing to Landlord from Tenant, upon completion of all necessary repairs to the Premises or within ninety (90) days of termination of the this Lease, whichever comes earlier.

5. OCCUPANCY OF THE PREMISES:

Occupancy of all or a part of the Premises by Tenant shall be deemed an acceptance of the same in good and suitable condition by said Tenant.

6. PARKING:

Tenant understands that existing adjacent parking lots are available for patrons of the Premises and that no parking spaces shall be reserved for Tenant's employees, customers or others.

7. UTILITIES:

Tenant shall pay all charges for, gas and electrical utilities and trash removal.

8. MAINTENANCE AND REPAIRS:

8.1 Tenant shall keep and maintain the Premises, excluding all sewer and water connections and HVAC systems, in good condition and repair at the sole expense of Tenant and, at the expiration of this Lease, Tenant shall surrender and deliver up the said Premises in as good order, condition and repair, loss by inevitable accident or Act of God excepted, as said Premises were accepted by Tenant at the commencement of this Lease, excepting therefrom normal wear and tear. Tenant shall not make any modifications to Premises without Landlord=s written approval and Tenant shall be liable for any damage caused to such connections and system due to Tenant=s occupancy of the Premises.

8.2 Tenant shall keep the Premises clean and in the sanitary condition required by the ordinances and health and police regulations of the City of Westminster, County of Jefferson and State of Colorado. Tenant shall neither permit nor suffer any disorderly conduct, noise or nuisance whatsoever about the Premises.

8.3 If Tenant shall fail or refuse to complete or perform any maintenance, repairs or upkeep required pursuant to the terms of this paragraph 8 within fifteen (15) days after request by Landlord so to do, Landlord may cause such maintenance, repairs or upkeep to be made or done and may thereafter charge the reasonable cost thereof to Tenant and the same shall be and constitute additional rent due hereunder.

9. LIENS AND CLAIMS AGAINST LANDLORD:

9.1 Tenant shall pay, when due, for all work performed on or for the benefit of, or materials furnished to, the Premises by any person at Tenant's request. In this regard,

Tenant shall indemnify and hold harmless and defend Landlord from any and all liability and expense resulting from any lien, claim of lien, or claim against Landlord arising from such work or labor. Tenant shall have the right to contest the validity of such lien, claim of lien, or claim.

9.2 Tenant shall not contract for the performance of any such labor or the acquisition of or delivery of any such materials, or the installation of any such improvements unless Tenant shall first obtain Landlord's written approval thereof.

10. INSURANCE:

10.1 Tenant shall procure and continuously maintain at its own expense the minimum insurance coverages listed below, with forms and insurers acceptable to Landlord. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

a. Commercial General Liability Insurance with combined single limit of \$3,000,000 per occurrence. This policy must include Contractor Liability; Products Liability; Broad Form Property Damage including, but not limited to, coverage for any damage to any Landlord personal or real property due to fire or water related to Tenant's operations pursuant to this Agreement; and Personal Injury;

b. Owned, hired, and non-owned automobile liability coverage with \$600,000 limit;

c. Statutory workers' compensation on all employees;

d. All risk insurance for full insurable replacement value of Landlord-owned equipment and personal property.

10.2 The required insurance policies shall be endorsed to include the City of Westminster and Hyland Hills Park and Recreation District as additional insured as their interests may appear under this Agreement. Every policy required above shall be primary insurance, and any insurance carried by the City of Westminster and/or Hyland Hills Park and Recreation District, their respective elected officials, officers, employees, or others working on their behalf, or carried by or provided through any self-insurance pool of the City or Hyland Hills, shall be excess and not contributory insurance to that provided by Tenant. Each party to this Agreement agrees to waive subrogation on respective property insurance.

10.3 The Certificate of Insurance provided to Landlord shall be completed by Tenant's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by Landlord prior to the commencement of the Agreement. The certificate shall identify this Agreement and shall provide the coverages afforded

under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Landlord. Certificates of insurance shall be marked to identify this Agreement and shall be sent to:

Executive Director
Hyland Hills Park and Recreation District
1800 W. 89th Ave
Denver, Colorado 80260

An updated certificate of insurance shall be delivered by Tenant to Landlord on January 1st of each year that lease is in effect.

A certified copy of any policy shall be provided to the Landlord upon its request.

10.4 The parties hereto understand and agree that the City of Westminster and Hyland Hills Park and Recreation District are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitation (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, *et. seq.*, C.R.S, as from time to time amended, or otherwise available to them and their elected officials, officers, or employees.

10.5 Tenant covenants that it will neither permit nor suffer the Premises or the walls or floors thereof to be endangered by overloading, nor said Premises to be used for any purpose which would render the insurance void or the insurance risk more hazardous.

10.6 Tenant will indemnify, defend and hold Landlord, its officers, directors and agents harmless from any and all claims by third parties (including without limitation, all costs, actions, proceedings, liabilities, judgments, expenses, damages and reasonable attorneys' fees) which arise out of or in connection with: (a) the Tenant's breach of this agreement or any representation or warranty made by the Tenant herein; (b) any act or omission to act of the Tenant or its employees, officers or agents; (c) any act or omission to act of any vendor, promoter, or subtenant of the Premises or other contractor of Tenant in the Premises; or, (d) any personal injury or property damage occurring at or about the Premises, except to the extent that the injury of damage is caused by the negligence or actions or omissions of Landlord.

11. DAMAGE BY FIRE OR OTHER CASUALTY:

11.1 Unless as set forth in subparagraph 11.2, below, this Lease and all agreements, covenants, terms and conditions contained herein shall remain in full force and effect notwithstanding damage to or destruction of any of the furniture, fixtures, inventory or equipment maintained upon the Premises and, regardless of the nature or extent of the damage and Tenant shall not be entitled to any reduction in or abatement of

the rental hereinabove reserved, nor shall Tenant be entitled to any reduction, abatement, or postponement of any of the monthly rental installments hereinabove reserved for or on account of such damage or destruction.

11.2 However, in the event that such damage or destruction was not caused by any act of Tenant, its officers, employees, agents, invitees or licensees or by any action of any person(s) (excluding Landlord=s officers, employees or agents) directly related to the conduct of Tenant=s business operations upon the Premises, then in that event, Landlord shall inform Tenant, within thirty (30) days of the date of destruction or damage, of Landlord=s intent to remedy such damage or destruction by replacement or renovation of the damaged property (except for such damage covered under the policies of insurance more fully described in paragraph 10, above). If Landlord does not replace or renovate the non-covered damage or destruction or if the Premises cannot be reasonably restored to the condition existing at the time of the damage or destruction, either within ninety (90) days of such damage or destruction, Tenant may, at Tenant=s option terminate this Lease without further obligation on Tenant=s part and Tenant shall vacate the Premises within twenty (20) days of such decision to terminate or Tenant may elect to continue the Lease and shall cooperate fully with Landlord in restoring/repairing the damage or destruction. If the Premises are untenable, Tenant shall receive an apportionment of the rent until the Premises are tenable.

12. ASSIGNMENT AND SUBLETTING:

12.1 Tenant may not assign, in whole or in part, this Lease or any interest therein, nor may Tenant sublet all or any part of the Premises without the prior written consent of Landlord being first had and obtained. Any assignment or sublease in violation of the provisions of this paragraph shall be null, void and of no effect whatsoever, regardless of the fact that Landlord may have received other sums of money or services from the proposed assignee or sublessee. Any sum so received shall be deemed to have been received from Tenant.

12.2 No attempted assignment or attempted subletting of all or any part of the Premises shall relieve Tenant from any of its obligations under the provisions of this Lease, including the payment of rent and any notice required to be given by the provisions of this Lease shall be deemed to be properly given to all putative assignees and putative sublessees when given to Tenant as herein provided.

12.3 Tenant may not grant any easement or license to any person or entity not a party hereto for any reason whatsoever without the express written consent of Landlord.

13. SURRENDER OF LEASEHOLD PREMISES:

Upon the expiration or other termination of this Lease or any extension thereof, Tenant shall quit and surrender the Premises to Landlord in as good order, condition and repair, loss by inevitable accident or Act of God excepted, as when said

premises were accepted by Tenant at the commencement of this Lease, normal wear and tear excepted. Tenant's obligation to observe or perform the provisions of this paragraph shall survive the expiration or termination of this Lease.

14. HOLDING OVER:

If, after the expiration or other termination hereof, Tenant shall remain in possession without a written agreement therefore, such holding over shall be deemed to be upon a month-to-month tenancy under the same terms, conditions and provision contained herein.

15. EXTENSION OF LEASE:

If, at the end of the lease term set forth in paragraph 2, above, or the end of any extension provided pursuant to this section, Tenant shall not be in default of any of the provisions of this Lease, this Lease shall be automatically extended for an additional six (6) month term on the same terms and conditions set forth herein. Provided, however, that if either party hereto shall give written notice to the other party, no later than thirty (30) days prior to the expiration of the current term of this Lease, of its desire not to extend the term of the Lease, this paragraph shall be null and void and of no effect.

16. DEFAULTS BY LESSEE AND REMEDIES:

16.1 Subject to the other provisions of this paragraph, each of the following shall constitute a default by Tenant and a breach of this Lease:

a. If the rent, additional rent, or any part thereof, as herein reserved, shall be unpaid when due.

b. If Tenant does not comply with any provision of this Lease.

c. If Tenant should violate or fail to comply with any of the statutes, ordinances, rules, orders, regulation or requirements, as the same exist or may hereinafter be established, of the government of the United States of America, the State of Colorado, County of Jefferson and the City of Westminster, or of any bureau, department or subdivision thereof.

d. If the Premises should be abandoned or vacated. Abandonment or vacation shall include the attempted removal of equipment, furniture and/or fixtures such as to degrade the ability of Tenant to carry on its business upon the Premises or cessation of a substantial portion of Tenant=s normal business dealings at the Premises.

e. If Tenant should attempt to sell, assign, sublet or mortgage all or any part of either the Premises or the leasehold interest herein created without the prior written consent of Landlord having been first had and obtained.

f. If by operation of law this Lease should be transferred to, or pass to, or devolve upon, any person or entity other than Tenant.

g. If Tenant should be adjudicated as bankrupt or insolvent and such proceeding should not be vacated within thirty (30) days.

h. If Tenant should file a petition in bankruptcy or make a general assignment for the benefit of creditors.

i. If Tenant should file a petition or answer seeking reorganization or readjustment under Federal bankruptcy laws.

j. If a Receiver or Trustee should be appointed with respect to all or substantially all property of Tenant in any suit or proceeding against Tenant or in any bankruptcy proceeding.

k. If any execution or attachment shall be issued against Tenant, or any of Tenant's property, whereby someone other than Tenant shall take or occupy the Premises.

16.2 Upon the occurrence of any of the events of default set forth above, then, and at any time thereafter, Landlord may, at Landlords' sole option and in addition to all other rights available to Landlord at law or equity or contained in this Lease, either:

a. Give Tenant written notice of Landlord's intention to terminate this Lease on the date of such notice or on any later date specified herein, upon which date Tenant's right to use, occupancy and possession of the Premises shall cease and this Lease shall thereupon be terminated; or

b. Re-enter and take possession of the Premises or any part thereof and repossess the same as Landlord's former estate.

Should Landlord take such possession pursuant to the terms of this agreement, legal proceedings or pursuant to any notice provided by law or this Lease, Landlord may: (1) terminate this Lease at any time; or (2) from time to time without terminating this Lease, relet the Premises or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as Landlord may deem advisable, with the right to make alterations and repairs to the Premises but reserving to Landlord the right at any time to elect to terminate this Lease as paragraph 16.2 (a) provides.

16.3 Unless Landlord shall have exercised its right to re-enter and take possession of the Premises pursuant to 16.2(b), in the event Landlord shall elect to terminate this Lease, Landlord shall give Tenant twenty (20) days written notice of the existence and nature of such default and of Landlord's election so to terminate. If such

default exists at the expiration of such twenty (20) day period, and Landlord shall not have waived the same by written instrument, this Lease, and the term hereof, together with any and all right, title and interest in the Premises as herein granted to Tenant, shall terminate on the date fixed in said notice with the same force and effect (except as to the

continuance of Tenant's liability) as if the date fixed by notice were the expiration of the term originally granted herein.

16.4 In the event Landlord shall elect to retake the Premises without terminating this Lease, Landlord shall give Tenant twenty (20) days written notice of the existence and nature of any such default and of Landlord's election to retake under the terms hereof. If such default exists at the expiration of said twenty (20) day period, and Landlord shall not have waived the same by written instrument, Landlord may, without terminating this Lease, retake possession of the Premises.

16.5 In the event that Landlord does not elect to terminate this Lease as permitted in paragraph 16.2 (a), but on the contrary elects to take possession as provided in paragraph 16.2 (b), then such possession of the Premises by Landlord shall not relieve Tenant of its liability and obligation under this Lease, all of which shall survive such repossession. In the event of such repossession, Tenant shall pay the fixed rent and all additional rent as herein provided up to the time of termination of this Lease (which Landlord can declare at any time), and thereafter Tenant, until the end of what would have been the term of this Lease in the absence of such repossession, and whether or not the Premises shall have been relet, shall be liable to Landlord for, and shall pay to Landlord as liquidated current damages:

a. The minimum rent and additional rent as herein provided which would be payable hereunder if such possession had not occurred, less the net proceeds, if any, of any reletting of the Premises, after deducting all of Landlord's expenses in connection with such reletting, including, but without limitation all repossession costs, legal expenses and attorneys' fees and expenses of preparation for such reletting.

Tenant shall pay such current damages to Landlord on the days on which the fixed rent would have been payable hereunder if Landlord had not repossessed, and Landlord shall be entitled to receive the same from Tenant on each such day.

b. If Tenant breaches or defaults any term of this Lease and abandons or vacates the Premises before the end of the term hereof, or if Tenant's right to possession is terminated by Landlord because of a breach or default of this Lease, Landlord may recover from Tenant a judgment from a court of law having appropriate jurisdiction, in addition to any other damages provided for at law, in equity, in this Lease, or otherwise, a sum equal to the unpaid lost rent for the balance of the rental term, or any exercised extension thereto, minus the amount of such rental loss for the same period the Tenant proves could be reasonably avoided.

16.6 Tenant shall, at the expiration of the twenty (20) days notice periods set forth above and Tenant has not cured any default, immediately quit and surrender to Landlord the entire Premises, and Landlord may enter into or repossess the Premises either by force, summary proceedings, or otherwise. Tenant further agrees that, in the event of repossession by Landlord, Landlord may, without notice to Tenant, sell such of Tenant's inventory, furniture, fixtures or equipment as then remain upon the Premises in such manner and for such amount as Landlord may deem advisable. Thereafter, Landlord shall remit the proceeds of such sale, after deduction for the costs of the sale and any monies owed to Landlord by Tenant pursuant to the term of this Lease, to Tenant.

16.7 In the event of any default by Tenant pursuant to subparagraph 16.1d, above, or if Tenant violates the provisions of Section 17, below, and notwithstanding any other provision herein, Landlord shall have the right at Landlord=s sole option and without any necessity of notice (and without restricting or surrendering any of Landlord=s other rights hereunder), and Tenant hereby agrees and consents thereto, to immediately take possession of the Premises and all equipment, inventory, contents, furniture and fixtures therein, of whatever kind or ownership, and to, within a reasonable time and in a reasonable manner, cause the same to be sold and the proceeds thereof applied to any monies owned to Landlord by Tenant pursuant to this Lease.

17. LESSEE'S BUSINESS OPERATIONS:

During the term of this Lease, and as the same may be extended or renewed, Tenant shall continuously conduct and carry on Tenant's business activities in the entire Premises.

18. IMPROVEMENTS TO LEASEHOLD PREMISES:

18.1 All Premises improvements that constitute fixtures, however denominated, existing at the time of execution of this Lease shall be and remain the property of Landlord and may not be removed by Tenant at any time, from the Premises, without the express written consent of Landlord.

18.2 Tenant shall make no improvements to the Premises without the prior written consent of Landlord and only upon such terms and conditions as set forth by Landlord. All such improvements, however denominated, shall be and remain the property of Landlord and may not be removed by Tenant at any time, from the Premises,

without the express written consent of Landlord, except for those improvements which can be removed by Tenant without damage to the Premises.

19. SIGNAGE:

Tenant may cause to be installed one or more signs in such design(s) and location(s) as shall be approved by Landlord and in conformance with the City of

Westminster Municipal Code. Such sign(s) shall be and remain the property of Tenant and Tenant shall be solely responsible for the purchase, installation, operation and maintenance of the sign(s) and all associated costs. Tenant shall maintain all signs or advertisements approved by Landlord in good and attractive condition. Landlord shall assist with the electrical hook-up of said sign(s). Upon the termination of the Lease, unless otherwise agreed to by Landlord, Tenant shall cause such sign(s) and any associated improvements to be immediately removed from the premises and repair any resulting damage to the Premises all at Tenant's expense.

20. RELATIONSHIP OF PARTIES:

Landlord and Tenant are not nor shall they become, by virtue of this Lease, anything other than Landlord and Tenant. Landlord and Tenant are not joint venturers, partners, or agents of one another nor is either party employed by the other.

21. NOTICES:

All notices, requests, consents and other communications hereunder shall be in writing and shall be deemed to have been sufficiently given or served if deposited in the United State mails, registered or certified, postage prepaid, and addressed as indicated below:

Landlord:

Executive Director
Hyland Hills Park and Recreation District
1800 West 89th Avenue
Denver, Colorado 80221

Tenant:

Russ Doty
President/Pastor
10792 Zuni Drive
Westminster, CO 80234

22. ENTIRE AGREEMENT:

This Lease, with all exhibits and schedules annexed hereto, contains the entire agreement between Landlord and Tenant and any executory agreement hereafter made between Landlord and Tenant shall be ineffective to change, waive, release, discharge, terminate, or effect an abandonment of, this Lease, in whole or in part, unless such executory agreement is in writing and signed by both Landlord and Tenant.

23. SEVERABILITY:

If any provision, sentence, phrase, or word of this Lease, or application thereof to any person or circumstance, shall be held invalid, the remainder of this Lease, or the application of such provision, sentence, phrase or work to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

24. BINDING EFFECT:

Except as is otherwise provided herein, this Lease shall be binding upon and inure to the benefit of the heirs, administrators, devisees, personal representatives, successors and assigns of Landlord and Tenant.

25. WAIVER:

No assent, express or implied, to any breach of any one or more of the covenants and agreements hereof shall be deemed or taken to be a waiver of any other or succeeding breach.

26. SURVIVAL CLAUSE:

All unperformed agreements, covenants and conditions herein contained shall survive the execution, expiration or termination hereof and shall not be merged therewith.

27. PARAGRAPH HEADINGS:

The paragraph headings contained herein are for convenience only and shall in no way change, alter, modify or affect any of the provisions or conditions herein contained.

28. ACKNOWLEDGMENT OF EXAMINATION:

The parties hereto acknowledge that they have carefully read and thoroughly understand the terms and conditions of this Lease. It contains the entire agreement and understanding under which they have entered into this Lease and the results and understandings of all of their negotiations have been merged in this Lease. Tenant and Landlord accept the terms and conditions hereof in all respects and agree to be bound thereby. Each of the parties hereto acknowledge that they have either had benefit of legal counsel in the negotiation and preparation hereof, or, in the alternative, they recognize the need for such counsel but have elected not to seek the same.

29. PERMITS AND LICENSES

Tenant shall procure, supply, and post, at its own expense, in places to be designated by Lessor, all permits and licenses necessary for the operation of the Leasehold

Premises and shall pay, at its own expense, all taxes assessed or levied against its business and merchandise.

30. ACCESS AND INSPECTION.

Lessor, its designated agents, employees, servants, and any other person authorized by Lessor may enter the Leasehold Premises, at any reasonable time and upon reasonable written notice, for the purpose of inspecting the same. Any entry onto or inspection of the Leasehold Premises by Lessor pursuant to this section shall not constitute interference with the operations of Tenant and no abatement of any payments due under this Agreement shall be allowed; provided, however, the scope, timing and length of the inspection is reasonable.

31. OTHER PAYMENT OBLIGATION.

Tenant shall promptly pay all taxes and fees of whatever nature, applicable to the use, occupancy and operation of the Leasehold Premises, and shall maintain all licenses, municipal, state or federal, required for the conduct of business and shall not permit any of said taxes or fees to become delinquent. Tenant shall furnish to Lessor, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment of the social security, unemployment compensation and all taxes and fees above referenced. Tenant shall pay promptly when due all bills, debts and obligations, including but not limited to its portion of charges for water, sewer, light and electricity as set out in Section herein, as well as all charges for telephone service, refuse collection, and all other costs and expenses related to the operation of the Leasehold Premises and shall not permit the same to become delinquent and suffer any lien, mortgage, judgment, execution, or adjudication in bankruptcy which will in any way impair the rights of Lessor under this Agreement. All such costs and expenses of Tenant are to be borne by Tenant.

32. RELATIONSHIP TO TRUSTEE.

32.1 The parties hereto acknowledge that pursuant to that certain 1998 Ground Lease Agreement (A~~Lease~~@) and that certain 1998 Lease Purchase and Sublease Agreement (A~~Sublease~~@), both by and between the City of Westminster and the City of Westminster Building Authority, the City has leased to the City of Westminster Building Authority the Ice Centre building and the improvements located therein and said Building Authority has subleased to the City said building and improvements.

32.2 The parties hereto further acknowledge that the City of Westminster Building Authority has assigned certain of its rights pursuant to the documents described in subparagraph 32.1 and that certain 1998 Mortgage and Indenture of Trust (A~~Indenture~~@) to the U. S. Bank National Association d/b/a Colorado National Bank, as Trustee.

32.3 The parties hereto further acknowledge that, pursuant to paragraph 13.2 of the above-referenced Sublease:

(a) This Agreement is subordinate to the Lease, Sublease and Indenture;

(b) If a Termination Event occurs (as defined in said Sublease), Tenant shall pay to the Trustee all rents payable under this Agreement and this Agreement will be assigned to the Trustee;

(c) So long as Tenant is in compliance with the terms of this Agreement the Trustee shall not disturb Tenant=s use of the Premises.

32.4 Landlord warrants that nothing in this Agreement violates any terms of the Ground Lease or any associated document, law, or regulation.

33. ATTORNEYS FEES:

If any dispute shall arise between the parties hereto regarding the interpretation of this lease or any provision thereof or the application of any provision, which dispute results in the filing of any suit or legal proceeding, the party adjudged by the judge or legal officer presiding over such proceedings to be the prevailing party shall be awarded its reasonable attorneys fees and costs from the non prevailing party.

LANDLORD:

HYLAND HILLS PARK AND RECREATION DISTRICT



Greg Mastriona, Executive Director

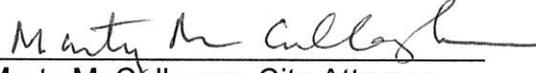
Date: 11-27-12

Approved as to legal form: 

Richard Fuller, Administrative Counsel

CITY OF WESTMINSTER

Date: _____

Approved as to legal form: 

Marty McCullough, City Attorney

TENANT:

CITYLIFE CHURCH d/b/a REDEMPTION CITY CHURCH

Date: _____

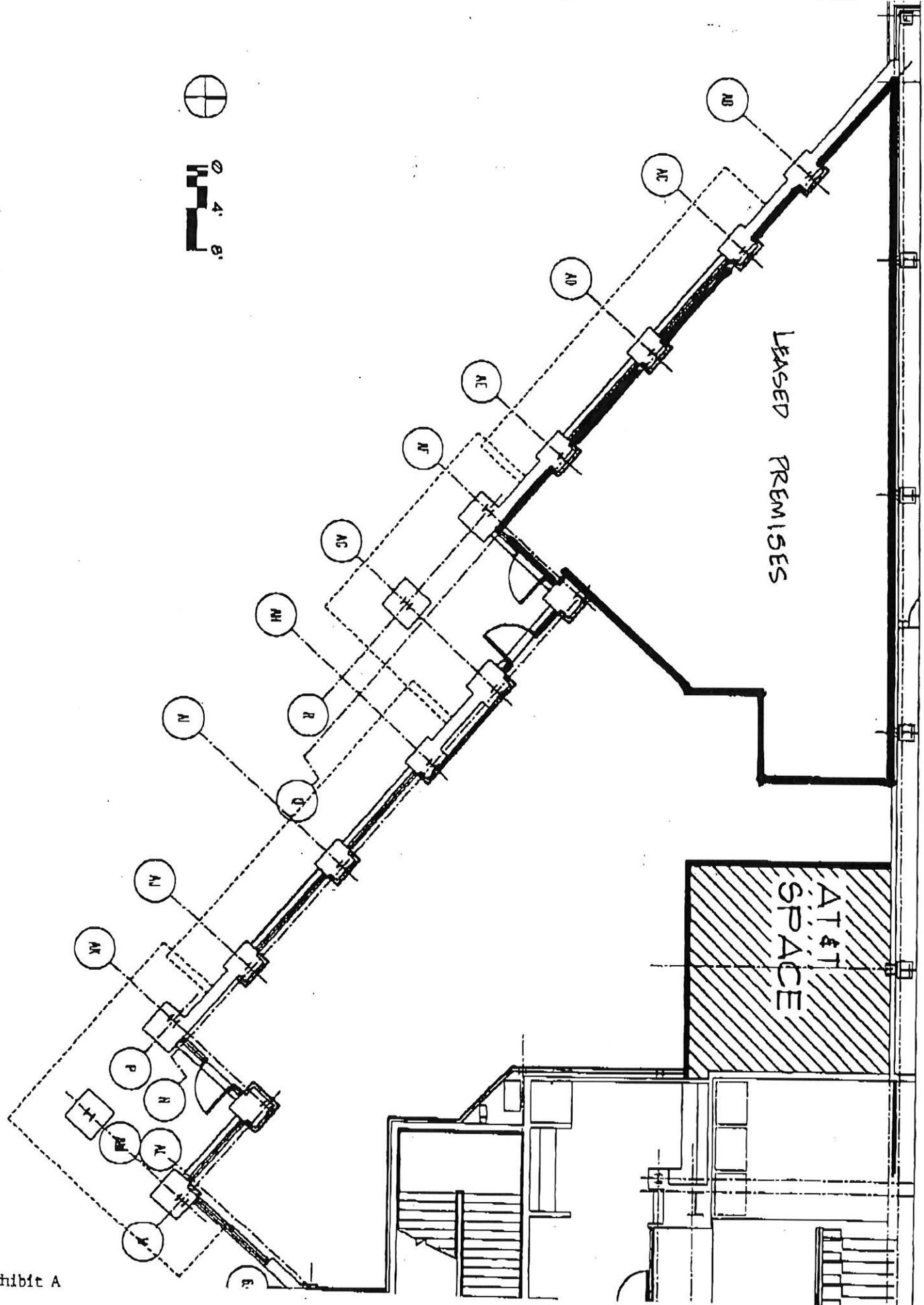


Exhibit A



Agenda Memorandum

City Council Meeting
December 17, 2012



SUBJECT: Resolution No. 40 re Intergovernmental Agreement with the Colorado Department of Transportation for the I-25 North Managed Lanes Project between US 36 and 120th Avenue

Prepared By: Aric Otzelberger, Assistant to the City Manager

Recommended City Council Action

Adopt Resolution No. 40 authorizing the City Manager to execute an Intergovernmental Agreement with the Colorado Department of Transportation (CDOT) pertaining to the I-25 North Managed Lanes Project and authorize the payment of \$500,000 to CDOT over the three-year period, 2013-2015.

Summary Statement

- This \$44.3 million dollar project will fund one new managed toll lane in each direction on I-25 between U.S. 36 and 120th Avenue. This managed lane will provide motorists a choice to carpool, take transit or pay a toll to access the lane. A \$15 million federal TIGER IV discretionary grant was awarded to this project. State, regional and local dollars will fund the remaining project cost.
- The attached Intergovernmental Agreement (IGA) defines the financial, design, construction and maintenance responsibilities of the parties for this project. \$500,000 represents Westminster's contribution to this project and is to be paid over a period of three years per the terms of the IGA with the Colorado Department of Transportation (CDOT) being considered tonight.
- City Council appropriated \$167,000 in both 2013 and 2014, respectively, to fund the commitment to this project as part of the Adopted 2013/2014 Biennial Budget. The remaining \$166,000 proposed for 2015 will be considered with the 2015/2016 Biennial Budget development.

Expenditure Required: \$167,000 (2013), \$167,000 (2014) and \$166,000 (2015)

Source of Funds: General Capital Improvement Fund – I-25 North Managed Lanes Project

Policy Issue

Should the City execute this IGA with CDOT, which obligates the City for a total of \$500,000 towards the project’s cost?

Alternative

The City could decline to execute the IGA. Staff does not recommend this alternative given the importance of this corridor to the community and the financial commitment in principle that the City made to the project with other members of the North Area Transportation Alliance (NATA) as part of the TIGER IV federal grant application. Other funding partners on this project including Adams County, City and County of Broomfield, City of Federal Heights, City of Northglenn, City of Thornton, Weld County, the Regional Transportation District (RTD), the Denver Regional Council of Governments (DRCOG) and the Colorado Department of Transportation (CDOT). The City would also run the risk of jeopardizing the \$15 million federal TIGER IV discretionary grant already awarded to this project.

Background Information

The I-25 North Managed Lanes Project will provide meaningful relief for one of the most congested corridors in the Denver area. Peak period traffic jams currently span four hours both in the morning and evening with traffic operating at 15 miles per hour versus the posted 55-65 miles per hour. Projections for 2035 show that building a managed lane on this stretch of I-25 would shave nearly 20 minutes off the daily commute through this corridor to downtown Denver. This project is the top priority for the North Area Transportation Alliance (NATA) and NATA members committed approximately \$4.5 million in local support to this project, or 10% of the total project cost. A breakdown of financial contributions to the project is provided below:

I-25 North Managed Lanes Extension - Funding Breakdown

Source	Amount	Percentage
Federal (TIGER IV Grant)	\$15 million	34%
Federal (DRCOG - STP - Metro)	\$5 million	11%
CDOT (State Highway Funds)	\$15.5 million	35%
CDOT (FASTER Transit Funds)	\$3.5 million	8%
RTD Transit Funds	\$0.8 million	2%
Local Funds	\$4.5 million	10%
TOTAL PROJECT FUNDING	\$44.3 million	
LOCAL FUNDING BREAKDOWN		
Adams County	\$1,500,000	33%
City and County of Broomfield	\$50,000	1%
Federal Heights	\$150,000	3%
Northglenn	\$550,000	12%
Thornton	\$1,750,000	39%
Weld County	\$25,000	1%
Westminster	\$500,000	11%
TOTAL LOCAL CONTRIBUTION	\$4,525,000	

The attached IGA formalizes these contributions being made by each local entity and is based on the benefit each of these partners receive from the project. Each local government will have a three year payment schedule. The remaining financial responsibility for the design, right-of-way acquisition, construction and maintenance will be the responsibility of CDOT.

The I-25 North Managed Lanes project will fund one new managed toll lane in each direction on I-25 between U.S. 36 and 120th Avenue. This will provide a congestion-free alternative for travelers who choose to carpool, take transit or pay a toll to access the lanes. High Occupancy Vehicles (HOV) and public transit vehicles will have access to the managed lanes free of charge. Single Occupant Vehicles (SOV) will pay a toll to use the lanes.

CDOT will utilize the inside shoulder of this segment of I-25 to accommodate the new managed lanes within the existing roadway template, eliminating the need for costly right-of-way or additional paved surface. This innovative and cost-effective approach using the existing highway infrastructure will allow CDOT to complete this project two decades earlier than originally planned and at a substantially lower cost.

CDOT has completed 30% design plans for the project and is in the process of reviewing those plans with local stakeholders. Final design for the project is anticipated in April 2013, with project advertisement planned for June 2013. CDOT is planning to commence construction in late 2013 with project completion anticipated in summer 2015.

City Council action on this item addresses the Strategic Plan Goals of “Strong, Balanced Local Economy” and “Vibrant Neighborhoods In One Livable Community.”

Respectfully submitted,

J. Brent McFall
City Manager

Attachments - Resolution and Intergovernmental Agreement

RESOLUTION

RESOLUTION NO. **40**

INTRODUCED BY COUNCILLORS

SERIES OF 2012

A RESOLUTION

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WESTMINSTER, ADAMS COUNTY, CITY AND COUNTY OF BROOMFIELD, CITY OF FEDERAL HEIGHTS, CITY OF NORTHGLENN, CITY OF THORNTON, WELD COUNTY AND THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) DEFINING THE FINANCIAL AND MAINTENANCE OBLIGATIONS RELATING TO THE I-25 MANAGED LANES PROJECT BETWEEN US 36 AND 120TH AVENUE

WHEREAS, Section 18(2)(a) of Article XIV of the Colorado Constitution, as well as Section 29-1-201, *et seq.*, and 29-20-205 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and

WHEREAS, the Intergovernmental Agreement attached to this Resolution identifies funding obligations of the City of Westminster, Adams County, City and County of Broomfield, City of Federal Heights, City of Northglenn, City of Thornton, Weld County and of the Colorado Department of Transportation for the design, construction and maintenance of the I-25 Managed Lanes Project between US 36 and 120th Avenue.

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

1. The Intergovernmental Agreement between the City of Westminster, Adams County, City and County of Broomfield, City of Federal Heights, City of Northglenn, City of Thornton, Weld County and the Colorado Department of Transportation pertaining to the design, construction and maintenance of the I-25 Managed Lanes Project between US 36 and 120th Avenue is hereby approved.
2. The City Manager is hereby authorized to execute and the City Clerk to attest the Intergovernmental Agreement in substantially the same form as attached.

PASSED AND ADOPTED this 17th day of December, 2012.

ATTEST:

Mayor

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney's Office

(Local \$CDOTWRK)
PROJECT IM 0253-222, (18695)
REGION 6/(JH)

Routing # 13 HA6 51029
SAP # 331000619

Internal CDOT Tracking- subject to change

Rev 10/03

CONTRACT

THIS CONTRACT made this ___ day of _____ 20___, by and between the State of Colorado for the use and benefit of the **Colorado Department of Transportation**, hereinafter referred to as the “State” and **Adams County**, 12200 Pecos Street, Westminster, Colorado 80234, CDOT Vendor # 5100456, **City of Thornton**, 9500 Civic Center Drive, Thornton, Colorado 80229, CDOT Vendor # 2000088, **City and County of Broomfield**, One Descombes Drive, Broomfield, Colorado 80020, CDOT Vendor # 2000091, **City of Federal Heights**, 2380 West 90th Avenue, Federal Heights, Colorado 80221, CDOT Vendor # 2000002, **City of Northglenn**, 11701 Community Center Drive, Northglenn, Colorado 80233, CDOT Vendor # 2000004, **Weld County**, P.O. Box 758, Greeley, Colorado 80632, CDOT Vendor # 2000135 and **City of Westminster**, 4800 West 92nd Avenue, Westminster, Colorado 80031, CDOT Vendor # 2000053, hereinafter referred to as the “Contractors” or the “Local Agencies”, the State and the Local Agencies together shall be referred to as the “Parties.”

RECITALS

1. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
2. Pursuant to 43-2-104.5 C.R.S. as amended, the State may contract with Local Agencies to provide maintenance and construction of highways that are part of the state (or local agencies) highway system.
3. Local Agencies anticipate a project whereby the Local Agencies shall reimburse the State for performing a portion of the work to construct one managed lane in each direction on I-25 between US 36 and 120th Avenue and by the date of execution of this contract, the Local Agencies and/or the State has completed and submitted a preliminary version of CDOT form #463 describing the general nature of the project work. The Local Agencies understand that before the project work begins, the Local Agencies must receive an official written “Notice to Proceed” prior to commencing any part of the project work. The Local Agencies further understand, before the project work begins, the form #463 may be revised as a result of design changes made by CDOT, in coordination with the Local Agencies, in its internal review process. The Local Agencies desire to perform the project work described in form #463, as it may be revised.
4. The Local Agencies have made funds available for project IM 0253-222 (18695), which shall

consist of the Local Agencies reimbursing the State for performing a portion of the work to construct one managed lane in each direction on I-25 between US 36 and 120th Avenue, referred to as the “Project” or the “Work.” Such Work will be performed in the north Denver Colorado metro area, specifically described in **Exhibit A**.

5. The Local Agencies have funds available and desire to provide 100% of their portion of funding for the Work. (The other portion of the funding will come from federal TIGER funds.)

6. The State has estimated the total cost of the Work and the Local Agencies are prepared to provide their portion of the funding required for the Work, as evidenced by either ordinances or resolutions duly passed and adopted by the authorized representatives of the Local Agencies, which expressly authorizes the Local Agencies to enter into this contract and to expend its funds for the work under the project. A copy of the ordinances or resolutions are attached hereto and incorporated herein as **Exhibit B**.

7. This contract is executed under the authority of §§ 29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-144, C.R.S. and **Exhibit B**.

8. The parties hereto desire to agree upon the division of responsibilities with regard to the project.

THE PARTIES NOW AGREE THAT:

Section 1. Scope of Work

The Project or the Work under this contract shall consist of the Local Agencies reimbursing the State performing the Work to construct one managed lane in each direction on I-25 between US 36 and 120th Avenue, in the north Denver Colorado metro area, Colorado, as more specifically described in **Exhibit A**.

Section 2. Order of Precedence

In the event of conflicts or inconsistencies between this contract and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. This contract
2. Exhibit A (Scope of Work)
3. Other Exhibits in descending order of their attachment.

Section 3. Term

This contract shall be effective upon approval of the State Controller or designee, or on the date made, whichever is later. The term of this contract shall continue through the completion and final acceptance of the Project by the State and FHWA.

Section 4. Project Funding Provisions

A. The Parties have estimated the total cost of the Work and the Local Agencies are prepared to provide 100% of their portion of the funding for the Work, as evidenced by either ordinances or resolutions duly passed and adopted by the authorized representatives of the Local Agencies, which expressly authorizes the Local Agencies to enter into this contract and to expend its funds for the project. A copy of the ordinances or resolutions are attached hereto and incorporated herein as **Exhibit B**.

B. The Local Agencies will provide a portion of the total cost of the Work estimated to be \$4,525,000.00, which is to be funded as follows:

Contributions:

Adams County	\$1,500,000.00	33.15%
Broomfield	\$50,000.00	1.10%
Federal Heights	\$150,000.00	3.32%
Northglenn	\$550,000.00	12.15%
Thornton	\$1,750,000.00	38.68%
Weld County	\$25,000.00	.550%
Westminster	\$500,000.00	11.05%
Totals	\$4,525,000.00	100%

Payment Schedule:

	2013	2014	2015	Total
Adams County	\$500,000	\$500,000	\$500,000	\$1,500,000.00
Broomfield	\$50,000	\$0.00	\$0.00	\$50,000.00
Federal Heights	\$50,000	\$50,000	\$50,000	\$150,000.00
Northglenn	\$183,000	\$183,000	\$184,000	\$550,000.00
Thornton	\$500,000	\$500,000	\$750,000	\$1,750,000.00
Weld County	\$8,3000	\$8,300	\$8,400	\$25,000.00
Westminster	\$167,000	\$167,000	\$166,000	\$500,000.00
Totals	\$1,458,300	\$1,408,300	\$1,658,400	\$4,525,000.00

Any savings realized associated with Local Agencies' contributions will be applied by the percentage based on the contributions table at the final settlement of the project.

C. **The maximum amount payable by the Local Agencies under this contract shall be \$4,525,000.00**, in the amounts for each jurisdiction as set forth above, unless such amount is increased by an appropriate written modification to this contract executed by all of the signatories hereto before any increased cost is incurred. It is understood and agreed by the parties hereto that the total cost of the Work stated hereinbefore is the best estimate available, based on the design data as approved at the time of execution of this contract, and that such cost is subject to revisions (in accord with the procedure in the previous sentence) agreeable to the parties prior to bid and award.

D. The parties hereto agree that this contract is contingent upon all funds designated for the project herein being made available from state sources, and by the legislative bodies of the counties and municipalities and that nothing herein shall be deemed a multi-year fiscal obligation pursuant to Colorado Constitution, Article X, Section 20. The Local Agencies will make every best effort to prioritize the Project during each of their appropriations. Should these sources fail to provide necessary funds as agreed upon herein, the contract may be terminated by any party, provided that the terminating party or parties shall not be relieved of any obligations subject to previously appropriated funds.

Section 5. Project Payment Provisions

A. All review and approval charges are included in the Project Funding Provisions in the schedule detailed in Section 4, B of this Agreement. The Local Agencies will not reimburse the State for incurred costs beyond what is listed in the Section 4, B schedule of this Agreement.

B. If the Local Agencies are to be billed for CDOT incurred costs, the billing procedure shall be as follows:

1. Upon receipt of each bill from the State, each Local Agency will remit to the State the amount billed no later than 60 days after receipt of each bill. Should each Local Agency fail to pay moneys due the State within 60 days of demand or within such other period as may be agreed between the parties hereto, each Local Agency agrees that, at the request of the State, the State Treasurer may withhold an equal amount from future apportionment due each of the Local Agencies from the Highway Users Tax Fund and to pay such funds directly to the State. Interim funds, until the State is reimbursed, shall be payable from the State Highway Supplementary Fund (400).
2. If the Local Agencies fail to make timely payment to the State as required by this section (within 60 days after the date of each bill), the Local Agencies shall pay interest to the State at a rate of one percent per month on the amount of the payment which was not made in a timely manner, until the billing is paid in full. The interest shall accrue for the period from the required payment date to the date on which payment is made.

C. The State will prepare and submit to the Local Agencies, on an annual basis no later than October 1st of the calendar year, an invoice for the amount provided in Section 4(B) Payment Schedule herein. The invoices will be prepared in accordance with the State's standard policies, procedures and standardized billing format.

Section 6. State and Local Agencies Commitments

The Local Agency Contract Administration Checklist in **Exhibit C** describes the Work to be performed and assigns responsibility of that Work to either the Local Agencies or the State. The "Responsible Party" referred to in this contract means the Responsible Party as identified in the Local Agency Contract Administration Checklist in **Exhibit C**.

A. Design [if applicable]

1. If the Work includes preliminary design or final design (the “Construction Plans”), or design work sheets, or special provisions and estimates (collectively referred to as the “Plans”), the responsible party shall comply with the following requirements, as applicable:

- a. perform or provide the Plans, to the extent required by the nature of the Work.
- b. prepare final design (Construction Plans) in accord with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by CDOT.
- c. prepare special provisions and estimates in accord with the State’s Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction.
- d. include details of any required detours in the Plans, in order to prevent any interference of the construction work and to protect the traveling public.
- e. stamp the Plans produced by a Colorado Registered Professional Engineer.
- f. provide final assembly of Plans and contract documents.
- g. be responsible for the Plans being accurate and complete.
- h. make no further changes in the Plans following the award of the construction contract except by agreement in writing between the parties. The Plans shall be considered final when approved and accepted by the parties hereto, and when final they shall be deemed incorporated herein.

B. Construction [if applicable]

1. If the Work includes construction, the responsible party shall perform the construction in accordance with the approved design plans and/or administer the construction all in accord with the Local Agency Contract Administration Checklist. Such administration shall include project inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing contractor claims; construction supervision; and meeting the Quality Control requirements of the FHWA/CDOT Stewardship Agreement, as described in the Local Agency Contract Administration Checklist.

2. If the State is the responsible party:

- a. it shall appoint a qualified professional engineer, licensed in the State of Colorado, as the State Agency Project Engineer (SAPE), who shall administer the project in accordance with this contract, the requirements of the construction contract and applicable State procedures.
- b. if bids are to be let for the construction of the project, the State shall, in

conjunction with the Local Agencies, advertise the call for bids and upon concurrence by the Local Agencies will award the construction contract(s) to the low responsible bidder(s) or low responsive bidder(s) in accordance with CDOT prequalification rules found at <http://www.coloradodot.info/business/bidding/Bid%20Rules/view>.

- (1) in advertising and awarding the bid for the construction of a federal-aid project, the State shall comply with applicable requirements of 23 USC § 112 and 23 CFR Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that the State/contractor shall incorporate Form 1273 in its entirety verbatim into any subcontract(s) for those services as terms and conditions therefore, as required by 23 CFR 633.102(e).
 - (2) the Local Agencies have the option to concur or not concur in the proposal of the apparent low bidder for work on which competitive bids have been received. The Local Agencies must declare its concurrence or non-concurrence within 3 working days after said bids are publicly opened.
 - (3) by indicating its concurrence in such award, the Local Agencies, acting by or through its duly authorized representatives, agree to provide additional funds, subject to their availability and appropriation for that purpose, if required to complete the Work under this project if no additional federal-aid funds will be made available for the project.
- c. If all or part of the construction work is to be accomplished by State personnel (i.e. by force account), rather than by a competitive bidding process, the State will ensure that all such force account work is accomplished in accordance with the pertinent State specifications and requirements with 23 CFR 635, Subpart B, Force Account Construction.

Section 7. ROW Acquisition and Relocation

If the Project includes right of way, prior to this project being advertised for bids, the Responsible Party will certify in writing to the State that all right of way has been acquired in accordance with the applicable state and federal regulations, or that no additional right of way is required.

Any acquisition/relocation activities must comply with: all applicable federal and state statutes and regulations, including but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (P.L. 91-646) and the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs as amended (49 CFR Part 24); CDOT's Right of Way Manual; and CDOT's Policy and Procedural Directives.

Allocation of Responsibilities are as follows:

- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) activities, if any, and right of way incidentals (expenses incidental to acquisition/relocation of right of way – 3114 charges);
- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) but no participation in incidental expenses (3114 charges); or
- No federal participation in right of way acquisition (3111 charges) and relocation activities (3109 expenses).

Regardless of the option selected above, the State retains oversight responsibilities. The Local Agencies' and the State's responsibilities for each option is specifically set forth in CDOT's Right of Way Manual. The manual is located at http://www.dot.state.co.us/ROW_Manual/.

If right of way is purchased for a state highway, including areas of influence of the state highway, the Local Agencies shall immediately convey title to such right of way to CDOT after the Local Agencies obtain title.

Section 8. Utilities

If necessary, the Responsible Party will be responsible for obtaining the proper clearance or approval from any utility company, which may become involved in this Project. Prior to this Project being advertised for bids, the Responsible Party will certify in writing that all such clearances have been obtained.

Section 9. Railroads

In the event the Project involves modification of a railroad company's facilities whereby the Work is to be accomplished by railroad company forces, the Responsible Party shall make timely application to the Public Utilities Commission requesting its order providing for the installation of the proposed improvements and not proceed with that part of the Work without compliance. The Responsible Party shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 CFR 646, subpart B, concerning federal-aid projects involving railroad facilities, including:

1. Executing an agreement setting out what work is to be accomplished and the location(s) thereof, and that the costs of the improvement shall be eligible for federal participation.
2. Obtaining the railroad's detailed estimate of the cost of the Work.
3. Establishing future maintenance responsibilities for the proposed installation.
4. Proscribing future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
5. Establishing future repair and/or replacement responsibilities in the event of accidental destruction or damage to the installation.

Section 10. Environmental Obligations

The State shall perform all Work in accordance with the requirements of the current federal and state environmental regulations including the National Environmental Policy Act of 1969 (NEPA) as applicable.

Section 11. Maintenance Obligations

The State will maintain and operate the improvements constructed under this contract at its own cost and expense during their useful life, in a manner satisfactory to the State and FHWA. The State will make proper provisions for such maintenance obligations each year. Such maintenance and operations shall be conducted in accordance with all applicable statutes, ordinances and regulations which define the State 's obligations to maintain such improvements. The State and FHWA will make periodic inspections of the project to verify that such improvements are being adequately maintained.

Section 12. Record Keeping

The State shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs incurred under this contract. The State shall maintain such records for a period of three (3) years after the date of termination of this contract or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The State shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the Local Agencies and FHWA to inspect the project and to inspect, review and audit the project records.

Section 13. Termination Provisions

This contract may be terminated as follows:

A. Termination for Convenience. The State may terminate this contract at any time the State determines that the purposes of the distribution of moneys under the contract would no longer be served by completion of the project. The State shall effect such termination by giving written notice of termination to the Local Agencies and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. Any unspent amount associated with Local Agencies' contributions will be applied by the percentage based on the contributions table contained in Paragraph 4(B) herein.

B. Termination for Cause. If, through any cause, the Local Agencies shall fail to fulfill, in a timely and proper manner, its obligations under this contract, or if the Local Agencies shall violate any of the covenants, agreements, or stipulations of this contract, the State shall thereupon have the right to terminate this contract for cause by giving written notice to the Local Agencies of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data,

studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Local Agencies under this contract shall, at the option of the State, become its property, and the Local Agencies shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The Local Agencies shall be obligated to return any payments advanced under the provisions of this contract.

Notwithstanding the above, the Local Agencies shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the contract by the Local Agencies, and the State may withhold payment to the Local Agencies for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Local Agencies is determined.

If after such termination it is determined, for any reason, that the Local Agencies were not in default or that the Local Agencies' action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the contract had been terminated for convenience, as described herein.

Section 14. Legal Authority

The Local Agencies warrants that they possess the legal authority to enter into this contract and that they have taken all actions required by their procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize their undersigned signatory to execute this contract and to bind the Local Agencies to its terms. The person(s) executing this contract on behalf of the Local Agencies warrant that such person(s) has full authorization to execute this contract.

Section 15. Representatives and Notice

The State will provide liaison with the Local Agencies through the State's Region Director, Region 6, 2000 South Holly Street, Denver, Colorado 80222. Said Region Director will also be responsible for coordinating the State's activities under this contract and will also issue a "Notice to Proceed" to the Local Agencies for commencement of the Work. All communications relating to the day-to-day activities for the work shall be exchanged between representatives of the State's Transportation Region 6 and the Local Agencies. All communication, notices, and correspondence shall be addressed to the individuals identified below. Either party may from time to time designate in writing new or substitute representatives.

If to the State:
Andy Stratton
CDOT Region 6
2000 South Holly Street
Denver, Colorado 80222
(303) 398-6746

If to Adams County:
Jeanne Shreve
Adams County
4430 South Adams County Parkway
Brighton, Colorado 80601
(720) 523-6100

If to City and County of Broomfield:

If to Federal Heights:

Kevin Standbridge
City and County of Broomfield
One DesCombes Drive
Broomfield, Colorado 80020
(303) 428-6300

Steve Durian
City of Federal Heights
2380 West 90th Avenue
Federal Heights, Colorado 80260
(303) 412-3539

If to City of Northglenn:

Brooke Svoboda
City of Northglenn
11701 Community Center Drive
P.O. Box 330061
Northglenn, Colorado 80233
(303) 450-5937

If to City of Thornton:

Joyce Hunt
City of Thornton
9500 Civic Center Drive
Thornton, Colorado 80229
(303) 538-7224

If to Weld County:

Elizabeth Relford
1111 H Street
P.O. Box 758
Greeley, Colorado 80632
(970) 304-6496

If to City of Westminster:

Aric Otzelberger
City of Westminster
4800 West 92nd Avenue
Westminster, Colorado 80031
(303) 658-2004

Section 16. Successors

Except as herein otherwise provided, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 17. Third Party Beneficiaries

It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agencies. Nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agencies that any such person or entity, other than the State or the Local Agencies receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Section 18. Governmental Immunity

Notwithstanding any other provision of this contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk

management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

Section 19. Severability

To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract 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 term or provision hereof.

Section 20. Waiver

The waiver of any breach of a term, provision, or requirement of this contract shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

Section 21. Entire Understanding

This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the State Fiscal Rules.

Section 22. Survival of Contract Terms

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agencies.

Section 23. Modification and Amendment

This contract is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this contract shall be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.

Section 24. Disputes

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not resolved by agreement will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive

unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agencies mail or otherwise furnish to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agencies shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agencies shall proceed diligently with the performance of the contract in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

CONTRACTOR:

**STATE OF COLORADO:
JOHN W. HICKENLOOPER
GOVERNOR**

Adams County

Legal Name of Contracting Entity

By _____
Timothy J. Harris, P.E., Chief Engineer
For Donald E. Hunt, Executive Director
Department of Transportation

5100456

CDOT Vendor Number

Signature of Authorized Officer

Print Name & Title of Authorized Officer

CORPORATIONS:

(A corporate seal or attestation is required.)

Attest (Seal) By _____
(Corporate Secretary or Equivalent, or Town/City/County Clerk)

CONTRACTOR:

City of Thornton

Legal Name of Contracting Entity

2000088

CDOT Vendor Number

Signature of Authorized Officer

Print Name & Title of Authorized Officer

CORPORATIONS:

(A corporate seal or attestation is required.)

Attest (Seal) By _____
(Corporate Secretary or Equivalent, or Town/City/County Clerk)

CONTRACTOR:

City and County of Broomfield

Legal Name of Contracting Entity

2000091

CDOT Vendor Number

Signature of Authorized Officer

Print Name & Title of Authorized Officer

CORPORATIONS:

(A corporate seal or attestation is required.)

Attest (Seal) By _____
(Corporate Secretary or Equivalent, or Town/City/County Clerk)

CONTRACTOR:

City of Federal Heights

Legal Name of Contracting Entity

2000002

CDOT Vendor Number

Signature of Authorized Officer

Print Name & Title of Authorized Officer

CORPORATIONS:

(A corporate seal or attestation is required.)

Attest (Seal) By _____
(Corporate Secretary or Equivalent, or Town/City/County Clerk)

CONTRACTOR:

City of Northglenn

Legal Name of Contracting Entity

2000004

CDOT Vendor Number

Signature of Authorized Officer

Print Name & Title of Authorized Officer

CORPORATIONS:

(A corporate seal or attestation is required.)

Attest (Seal) By _____
(Corporate Secretary or Equivalent, or Town/City/County Clerk)

CONTRACTOR:

Weld County

Legal Name of Contracting Entity

2000135

CDOT Vendor Number

Signature of Authorized Officer

Print Name & Title of Authorized Officer

CORPORATIONS:

(A corporate seal or attestation is required.)

Attest (Seal) By _____
(Corporate Secretary or Equivalent, or Town/City/County Clerk)

CONTRACTOR:

City of Westminster

Legal Name of Contracting Entity

2000053

CDOT Vendor Number

Signature of Authorized Officer

Print Name & Title of Authorized Officer

CORPORATIONS:

(A corporate seal or attestation is required.)

Attest (Seal) By _____
(Corporate Secretary or Equivalent, or Town/City/County Clerk)

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the goods and/or services provided.

**STATE CONTROLLER:
DAVID J. MCDERMOTT, CPA**

By _____

Date _____

North I-25 Managed Lanes: US 36 to 120th Avenue

Project Scope

The project is located on I-25 between US 36 just north of downtown Denver and 120th Avenue in Adams County. I-25 is the primary north-south route through Colorado, providing access to, thru, and from downtown Denver – the business, financial, government and cultural center of the state. North I-25 serves motorists traveling to the Denver area from Wyoming, neighboring Larimer and Weld Counties, and numerous Denver area suburbs. The six-mile segment of I-25 currently has three general purpose lanes in each direction. The project adds a fourth travel lane in both directions to be operated as a managed lane.

Elements of Project Scope:

Managed Lanes

- Provide one new managed lane in each direction on I-25 between US 36 and 120th Avenue utilizing existing pavement and narrowing the inside shoulder.
- Provide 2- to 4-foot-wide painted buffer to separate the managed lanes from general purpose travel.
- Maintain 8-foot-wide outside shoulders and provide additional emergency pullouts for vehicle refuge.
- Maintain 11 to 12 foot-wide lane widths and 2- to 4-foot-wide inside shoulders.
- Provide ingress and egress to the managed lanes at each major interchange.
- Provide a key link in a developing coordinated system of managed lanes by providing a functional extension of the I-25 Express Lanes and direct connection to US 36 to the west, and eventually I-270 to the southeast.
- Build a new connecting ramp to allow a seamless transition between the existing one-directional lanes and the new bi-directional lanes.

Express Bus / Transit / Carpooling

- Establish a continuous managed lane between Adams County and downtown Denver with connections to major regional transit hubs at north and south route termini. Express Bus, carpoolers and special transit patrons will use the seamless managed lanes system for a faster, more reliable trip.

Pavement Repair

- Repave the entire six-mile stretch of I-25 within the project limits currently in “poor” condition.

Noise Walls

- Construct one-mile- of new noise wall and repair three miles of existing deteriorated noise walls.

ITS/Traveler Information & Institutional Support

- Install state-of-the art tolling and Intelligent Transportation Systems (ITS) equipment and integrate it with regional traffic operations centers and a recently established North Area Transportation Alliance (NATA) TMO.
- Apply Active Transportation Demand Management (ATDM) strategies that will enhance traffic efficiency and safety. The corridor will be equipped with lane use signs (LUS) to direct traffic during congestion and incidents and back of queue warning systems along with LUS and Variable Message Signs (VMS) to alert drivers.

The managed lanes will operate 24 hours a day, 7 days a week. HOV (2+) and public transit vehicles would have access to the managed lanes free of charge, while SOVs would pay a toll to use these lanes. Toll rates would be adjusted in real time based on the amount of traffic in the managed lanes so that the lanes operate at free-flow volumes at all times of the day. During peak hours, corridor-wide tolls will be set at not less than the Regional Transportation District (RTD) Express Bus fare to ensure continued competitiveness of transit in the corridor.

Four automatic toll collection points are envisioned in each direction of travel. The operations system includes loop detectors, variable message signs, real-time digital video cameras, toll-collection and process units, and enforcement equipment to collect traffic data, disseminate real-time travel and pricing information to drivers, and support enforcement.

CDOT will utilize existing contracts in place with the Colorado State Patrol for enforcement and E-470 Public Highway Authority (E-470) for toll collection, processing, customer service and other administration operations.

**LOCAL AGENCY
ORDINANCE(S)
or
RESOLUTION (S)**

LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST

The following checklist has been developed to ensure that all required aspects of a project approved for Federal funding have been addressed and a responsible party assigned for each task.

After a project has been approved for Federal funding in the Statewide Transportation Improvement Program, the Colorado Department of Transportation (CDOT) Project Manager, Local Agency project manager, and CDOT Resident Engineer prepare the checklist. It becomes a part of the contractual agreement between the Local Agency and CDOT. The CDOT Agreements Unit will not process a Local Agency agreement without this completed checklist. It will be reviewed at the Final Office Review meeting to ensure that all parties remain in agreement as to who is responsible for performing individual tasks.

COLORADO DEPARTMENT OF TRANSPORTATION LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST			
Project No. IM 0253-222	STIP No. SDR 7101.999	Project Code 18695	Region 06
Project Location I-25: US 36 to 120 th Avenue			Date 07/02/2012
Project Description North I-25 Managed Lanes on Existing Infrastructure			
Local Agency Adams County CDOT Resident Engineer Jay Hendrickson	Local Agency Project Manager Jeanne Shreve CDOT Project Manager Andy Stratton		
INSTRUCTIONS: This checklist shall be utilized to establish the contract administration responsibilities of the individual parties to this agreement. The checklist becomes an attachment to the Local Agency agreement. Section numbers correspond to the applicable chapters of the <i>CDOT Local Agency Manual</i> . The checklist shall be prepared by placing an "X" under the responsible party, opposite each of the tasks. The "X" denotes the party responsible for initiating and executing the task. Only one responsible party should be selected. When neither CDOT nor the Local Agency is responsible for a task, not applicable (NA) shall be noted. In addition, a "#" will denote that CDOT must concur or approve. Tasks that will be performed by Headquarters staff will be indicated. The Regions, in accordance with established policies and procedures, will determine who will perform all other tasks that are the responsibility of CDOT. The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Local Agency Project Manager, and submitted to the Region Program Engineer. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Local Agency Project Manager, will prepare and distribute a revised checklist.			

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
TIP / STIP AND LONG-RANGE PLANS			
2.1	Review Project to ensure it is consist with STIP and amendments thereto		X
FEDERAL FUNDING OBLIGATION AND AUTHORIZATION			
4.1	Authorize funding by phases (CDOT Form 418 - Federal-aid Program Data. Requires FHWA concurrence/involvement)		X
PROJECT DEVELOPMENT			
5.1	Prepare Design Data - CDOT Form 463		X
5.2	Prepare Local Agency/CDOT Inter-Governmental Agreement (see also Chapter 3)		X
5.3	Conduct Consultant Selection/Execute Consultant Agreement		X
5.4	Conduct Design Scoping Review Meeting		X
5.5	Conduct Public Involvement		X
5.6	Conduct Field Inspection Review (FIR)		X
5.7	Conduct Environmental Processes (may require FHWA concurrence/involvement)		X
5.8	Acquire Right-of-Way (may require FHWA concurrence/involvement)		X
5.9	Obtain Utility and Railroad Agreements		X
5.10	Conduct Final Office Review (FOR)		X
5.11	Justify Force Account Work by the Local Agency		X
5.12	Justify Proprietary, Sole Source, or Local Agency Furnished Items		X
5.13	Document Design Exceptions - CDOT Form 464		X
5.14	Prepare Plans, Specifications and Construction Cost Estimates		X
5.15	Ensure Authorization of Funds for Construction		X

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
PROJECT DEVELOPMENT CIVIL RIGHTS AND LABOR COMPLIANCE			
6.1	Set Underutilized Disadvantaged Business Enterprise (UBDE) Goals for Consultant and Construction Contracts (CDOT Region EEO/Civil Rights Specialist)		X
6.2	Determine Applicability of Davis-Bacon Act This project <input type="checkbox"/> is <input checked="" type="checkbox"/> is not exempt from Davis-Bacon requirements as determined by the functional classification of the project location (Projects located on local roads and rural minor collectors may be exempt.) Jay Hendrickson _____ 07/02/2012 _____ CDOT Resident Engineer (Signature on File) Date		X
6.3	Set On-the-Job Training Goals. Goal is zero if total construction is less than \$1 million (CDOT Region EEO/Civil Rights Specialist)		X
6.4	Title VI Assurances		X
	Ensure the correct Federal Wage Decision, all required Disadvantaged Business Enterprise/On-the-Job Training special provisions and FHWA Form 1273 are included in the Contract (CDOT Resident Engineer)		X
ADVERTISE, BID AND AWARD			
7.1	Obtain Approval for Advertisement Period of Less Than Three Weeks		X
7.2	Advertise for Bids		X
7.3	Distribute "Advertisement Set" of Plans and Specifications		X
7.4	Review Worksite and Plan Details with Prospective Bidders While Project Is Under Advertisement		X
7.5	Open Bids		X
7.6	Process Bids for Compliance		
	Check CDOT Form 715 - Certificate of Proposed Underutilized DBE Participation when the low bidder meets UDBE goals		X
	Evaluate CDOT Form 718 - Underutilized DBE Good Faith Effort Documentation and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals		X
	Submit required documentation for CDOT award concurrence		X
7.7	Concurrence from CDOT to Award		X
7.8	Approve Rejection of Low Bidder		X
7.9	Award Contract		X
7.10	Provide "Award" and "Record" Sets of Plans and Specifications		X
CONSTRUCTION MANAGEMENT			
8.1	Issue Notice to Proceed to the Contractor		X
8.2	Project Safety		X
8.3	Conduct Conferences:		
	Pre-Construction Conference (Appendix B)		X
	Pre-survey		
	• Construction staking		X
	• Monumentation		X
	Partnering (Optional)		X
	Structural Concrete Pre-Pour (Agenda is in <i>CDOT Construction Manual</i>)		X
	Concrete Pavement Pre-Paving (Agenda is in <i>CDOT Construction Manual</i>)		X
	HMA Pre-Paving (Agenda is in <i>CDOT Construction Manual</i>)		X
8.4	Develop and distribute Public Notice of Planned Construction to media and local residents		X
8.5	Supervise Construction		
	A Professional Engineer (PE) registered in Colorado, who will be "in responsible charge of construction supervision." Jay Hendrickson _____ 303-398-6749 _____ Local Agency Professional Engineer or Phone number CDOT Resident Engineer		X

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
	Provide competent, experienced staff who will ensure the Contract work is constructed in accordance with the plans and specifications		X
	Construction inspection and documentation		X
8.6	Approve Shop Drawings		X
8.7	Perform Traffic Control Inspections		X
8.8	Perform Construction Surveying		X
8.9	Monument Right-of-Way		X
8.10	Prepare and Approve Interim and Final Contractor Pay Estimates		X
	Provide the name and phone number of the person authorized for this task.		
	Jay Hendrickson _____ 303-398-6749 Local Agency Representative Phone number		
8.11	Prepare and Approve Interim and Final Utility and Railroad Billings		X
8.12	Prepare Local Agency Reimbursement Requests	X	
8.13	Prepare and Authorize Change Orders		X
8.14	Approve All Change Orders		X
8.15	Monitor Project Financial Status		X
8.16	Prepare and Submit Monthly Progress Reports		X
8.17	Resolve Contractor Claims and Disputes		X
8.18	Conduct Routine and Random Project Reviews		
	Provide the name and phone number of the person responsible for this task.		X
	Jay Hendrickson _____ 303-398-6749 CDOT Resident Engineer Phone number		
MATERIALS			
9.1	Conduct Materials Pre-Construction Meeting		X
9.2	Complete CDOT Form 250 - Materials Documentation Record		
	• Generate form, which includes determining the minimum number of required tests and applicable material submittals for all materials placed on the project		X
	• Update the form as work progresses		X
	• Complete and distribute form after work is completed		X
9.3	Perform Project Acceptance Samples and Tests		X
9.4	Perform Laboratory Verification Tests		X
9.5	Accept Manufactured Products		X
	Inspection of structural components:		
	• Fabrication of structural steel and pre-stressed concrete structural components		X
	• Bridge modular expansion devices (0" to 6" or greater)		X
	• Fabrication of bearing devices		X
9.6	Approve Sources of Materials		X
9.7	Independent Assurance Testing (IAT), Local Agency Procedures <input type="checkbox"/> CDOT Procedures <input checked="" type="checkbox"/>		
	• Generate IAT schedule		X
	• Schedule and provide notification		X
	• Conduct IAT		X
9.8	Approve mix designs		
	• Concrete		X
	• Hot mix asphalt		X
9.9	Check Final Materials Documentation		X
9.10	Complete and Distribute Final Materials Documentation		X

CONSTRUCTION CIVIL RIGHTS AND LABOR COMPLIANCE			
10.1	Fulfill Project Bulletin Board and Pre-Construction Packet Requirements		X
10.2	Process CDOT Form 205 - Sublet Permit Application Review and sign completed CDOT Form 205 for each subcontractor, and submit to EEO/Civil Rights Specialist		X
10.3	Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280		X
10.4	Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the "Commercially Useful Function" Requirements		X
10.5	Conduct Interviews When Project Utilizes On-the-Job Trainees. Complete CDOT Form 200 - OJT Training Questionnaire		X
10.6	Check Certified Payrolls (Contact the Region EEO/Civil Rights Specialists for training requirements.)		X
10.7	Submit FHWA Form 1391 - Highway Construction Contractor's Annual EEO Report		X
FINALS			
11.1	Conduct Final Project Inspection. Complete and submit CDOT Form 1212 - Final Acceptance Report (Resident Engineer with mandatory Local Agency participation.)		X
11.2	Write Final Project Acceptance Letter		X
11.3	Advertise for Final Settlement		X
11.4	Prepare and Distribute Final As-Constructed Plans		X
11.5	Prepare EEO Certification		X
11.6	Check Final Quantities, Plans, and Pay Estimate; Check Project Documentation; and submit Final Certifications		X
11.7	Check Material Documentation and Accept Final Material Certification (See Chapter 9)		X
11.8	Obtain CDOT Form 17 from the Contractor and Submit to the Resident Engineer		X
11.9	Obtain FHWA Form 47 - Statement of Materials and Labor Used ... from the Contractor		X
11.10	Complete and Submit CDOT Form 1212 – Final Acceptance Report (by CDOT)		X
11.11	Process Final Payment		X
11.12	Complete and Submit CDOT Form 950 - Project Closure		X
11.13	Retain Project Records for Six Years from Date of Project Closure		X
11.14	Retain Final Version of Local Agency Contract Administration Checklist		X

cc: CDOT Resident Engineer/Project Manager
CDOT Region Program Engineer
CDOT Region EEO/Civil Rights Specialist
CDOT Region Materials Engineer
CDOT Contracts and Market Analysis Branch
Local Agency Project Manager