



WESTMINSTER
COLORADO

DECEMBER 18, 2000
7:00 P.M.

Please turn OFF Cell phones and pagers during meetings

AGENDA

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

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

1. **Pledge of Allegiance**
 2. **Roll Call**
 3. **Consideration of Minutes of Preceding Meetings**
 4. **Presentations**
 - A. Recognition Award to Police Employees from Jefferson County Sheriff John Stone
 5. **Citizen Communication (5 minutes or less)**
 6. **Report of City Officials**
 - A. City Manager's Report
 7. **City Council Comments**
- The "Consent Agenda" is a group of routine matters to be acted on with a single motion and vote. The Mayor will ask if any citizen wishes to have an item discussed. Citizens then may request that the subject item be removed from the Consent Agenda for discussion separately.
8. **Consent Agenda**
 - A. Financial Report for November, 2000
 - B. Councillor's Bill No. 110 re AVAYA Assignment and Amendment (Merkel-Hicks)
 - C. Councillor's Bill No. 111 re Fun Services Agreement Amendment (Kauffman-Dixion)
 - D. Councillor's Bill No. 112 re Voyant Agreement (Hicks-Dixion)
 - E. Councillor's Bill No. 113 re Growth Management Program (Merkel-Hicks)
 9. **Appointments and Resignations**
 - A. Metro Wastewater Reclamation District Board of Directors Appointment of Charles Ragsdale
 10. **Public Hearings and Other New Business**
 - A. Lobbyist Services Contract Renewal for 2001 for \$30,000 to Danny Tomlinson and Robert Ferm
 - B. Legal Services with Gorsuch Kirgis LLC re Westminster Center Urban Renewal Plan for \$4,000
 - C. Water Quality Cost-Sharing Intergovernmental Agreement with Thornton and Northglenn
 - D. Intergovernmental Agreement for Jefferson County Juvenile Assessment Center
 - E. Federal Heights Wholesale Water Contract Amendment rate of \$2.066 per thousand gallons for 2001
 - F. City Park Softball Complex Phase B Change Order with RBI for \$1,249.955
 - G. Special Legal Services Contract with Robert B. Douglas & Assoc re Semper Water Treatment Litigation
 - H. Westcliff Apartments Foundation Permit Extension Agreement
 - I. Agreement with Sherman & Howard for General Tax and Financing Advice for Calendar Year 2001
 - J. Payment to Sherman & Howard for \$9,993.74 for Services re Ice Arena, Heritage Golf Course & PAB's
 11. **Old Business and Passage of Ordinances on Second Reading**

None
 12. **Citizen Presentations (longer than 5 minutes) and Miscellaneous Business**
 - A. City Council
 - B. Request for Executive Session
 1. Attorney-Client Item
 2. Proposed Sale of City land
 13. **Adjournment**

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE CITY COUNCIL MEETING
HELD ON MONDAY, DECEMBER 18, 2000 AT 7:00 P.M.

PLEDGE OF ALLEGIANCE:

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

ROLL CALL:

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

CONSIDERATION OF MINUTES:

A motion was made by Atchison and seconded by Dixon to accept the minutes of the meeting of December 11, 2000 with no additions or corrections. The motion carried unanimously.

PRESENTATIONS:

Jefferson County Sheriff John Stone presented the Mayor, Police Chief Dan Montgomery and members of the Westminster Police Department and Victim Advocates an award for their assistance during the Columbine High School tragedy in April 1999.

CITY COUNCIL COMMENTS:

Councillor Moss stated the Financial Report indicates the Westminster Plaza sales tax has increased 21% and the Sales Tax Audit Staff in November exceeded their goals. Mayor Pro Tem Dixon stated she had attended the Adams County Mental Health annual program with focused on kids who had made it with a mentor, teacher, neighbor or other person to help them out. She also thanked fellow Councillors and Staff for the past year while she was taking medication.

CONSENT AGENDA:

The following items were considered as part of the Consent Agenda: Financial Report for November 1999; Councillor's Bill No. 110 re Avaya Assistance Agreement and Amendment; Councillor's Bill No. 111 re Fun Services Assistance Agreement Amendment; Councillor's Bill No. 112 re Voyant Technologies Business Assistance Agreement; and Councillor's Bill No. 113 re Changing Dates of Growth Management Program.

The Mayor asked if there was any member of Council or anyone from the audience who would like to have any of the consent agenda items removed for discussion purposes or separate vote. There was no request.

A motion was made by Merkel and seconded by Atchison to adopt the Consent Agenda items as presented. The motion carried unanimously.

APPOINTMENT TO METRO WASTEWATER RECLAMATION DISTRICT BOARD OF DIRECTORS:

A motion was made by Hicks and seconded by Dixon to appoint Charles Ragsdale to the Metro Wastewater Reclamation District Board of Directors with the term of office to be effective through June 30, 2001.

LOBBYIST SERVICES CONTRACT RENEWAL FOR 2001:

A motion was made by Atchison and seconded by Merkel to authorize the City Manager to execute a contract with Danny L. Tomlinson and Robert M. Ferm to provide lobbying services for calendar year 2001 for \$30,000 and charge the expense associated for the services to the appropriate 2001 General Fund Central Charges account. The motion carried unanimously.

CONTRACT FOR LEGAL SERVICES FOR WESTMINSTER CENTER URBAN RENEWAL PLAN:

A motion was made by Atchison and seconded by Dixon to authorize the City Manager to execute a contract with Malcolm Murray of the Law Firm of Gorsuch Kirgis, L.L.C., to prepare an urban renewal plan for the Westminster Center area at a cost not to exceed \$4,000 and charge the expense to Community Development Administration Contractual Services account. The motion carried unanimously.

WATER QUALITY COST-SHARING INTERGOVERNMENTAL AGREEMENT:

A motion was made by Dixon and seconded by Hicks to approve the Intergovernmental Agreement with the Cities of Northglenn and Thornton for sharing Standley Lake water quality program administration and costs, and authorize the Mayor to sign the agreement. The motion carried unanimously.

INTERGOVERNMENT AGREEMENT FOR JEFFERSON COUNTY JUVENILE ASSESSMENT CENTER:

A motion was made by Kauffman and seconded by Merkel to authorize the City Manager to enter into an Intergovernmental Agreement with other Jefferson County agencies for purposes of providing the services of the Jefferson County Juvenile Assessment Center and an agreement with Jefferson Center for Mental Health outlining their obligations in relation to the Intergovernmental Agreement. The motion carried unanimously.

FEDERAL HEIGHTS WHOLESALE WATER CONTRACT AMENDMENT FOR 2001:

A motion was made by Merkel and seconded by Hicks to approve the amendment to the contract with the City of Federal Heights confirming the rate for January 1, 2001 through December 31, 2001 at \$2.066 per thousand gallons, and authorize the City Manager to sign the amendment on behalf of the City. The motion carried unanimously.

CITY PARK SOFTBALL COMPLEX PHASE B:

A motion was made by Moss and seconded by Dixon to authorize the City Manager to sign a change order with RBI in the amount of \$1,249,955, add an 8% (\$100,045) project contingency, and charge the expense to the appropriate 2001 Capital Improvement Fund account. The motion carried unanimously.

SPECIAL LEGAL SERVICES CONTRACT:

A motion was made by Moss and seconded by Atchison to authorize the expenditure of funds for expert witness fees for Semper Water Treatment facility litigation in the amount set forth in the Confidential Memorandum to City Council dated December 7, 2000.

A motion was made by Moss to amend the main motion to authorize the payment of fees and expenses to the extent they have been incurred and billed. The motion failed for lack of a second.

A motion was made by Atchison to call for the question. Upon vote on whether to discontinue discussion and call for a vote on the question, the motion carried with dissenting votes from Councillors Moss and Dixon.

The main motion carried with a dissenting vote from Councillor Moss.

A motion was made by Moss and seconded by Atchison to authorize the expenditure of funds for document control copy, trial accommodations with these expenses not to exceed the amount set forth in the Confidential Memorandum to City Council dated December 7, 2000. The motion carried with a dissenting vote from Councillor Moss.

A motion was made by Moss and seconded by Merkel to authorize the City Attorney to execute an amended contract with Robert B. Douglas and Associates for special legal services for Semper Water Treatment Facility litigation in an amount not to exceed those amounts set forth in the Confidential Memorandum to City Council dated December 7, 2000.

A motion was made by Hicks and seconded by Moss to table action on this matter at this time. The motion failed with dissenting votes from Dixon, Heil, Kauffman and Merkel.

Upon vote on the main motion, the motion carried with dissenting votes from Councillor Atchison, Hicks and Moss.

WESTCLIFF APARTMENTS FOUNDATION PERMIT EXTENSION AGREEMENT:

A motion was made by Atchison and seconded by Merkel to authorize the City Manager to execute an agreement with the developer of the Westcliff Apartment project to waive the 60 day deadline for approved foundation inspections for the project.

The City Attorney suggested that Councillor's Bill No. 114 be adopted as an emergency ordinance authorizing the City Manager to execute an agreement with the developer of the Westcliff Apartment project to waive the 60 day deadline for approved foundation inspections for the project.

A motion was made by Hicks and seconded by Dixon to adopt Councillor's Bill No. 114 as an emergency ordinance authorizing the City Manager to execute an agreement with the developer of the Westcliff Apartment project to waive the 60 day deadline for approved foundation inspections for the project.

The maker and second of the first motion withdrew their motion.

Upon roll call vote on the emergency ordinance, Ordinance No. 2849 passed unanimously.

OUTSIDE LEGAL COUNSEL FOR CITY TAX-EXEMPT FINANCINGS:

A motion was made by Merkel and seconded by Dixon to authorize the City Manager to execute a fee agreement with Sherman & Howard for an amount not to exceed \$25,000 for general tax and financing advise for a 12-month term commencing January 1, 2001 through December 31, 2001. The motion carried unanimously.

PAYMENT TO SHERMAN & HOWARD FOR SERVICES:

A motion was made by Merkel and seconded by Atchison to authorize payment to Sherman & Howard for \$9,993.74 for services rendered in connection with the Sun Microsystems Ice Arena, Heritage Golf Course and Private Activity Bond matters. The motion carried unanimously.

MISCELLANEOUS BUSINESS:

Mayor Heil stated there would be an Executive Session for a Attorney-Client item and proposed Sale of City Land.

ADJOURNMENT:

The meeting was adjourned at 8:15 P.M.

ATTEST

City Clerk _____

Mayor



WESTMINSTER COLORADO

Agenda Memorandum

Date: December 18, 2000

Subject: Recognition Award to Police Employees from Jefferson County Sheriff John Stone

Prepared by: Dan Montgomery, Chief of Police
Patrick Casey, Lieutenant

Introduction

Sheriff John Stone, Jefferson County Sheriff's Office, is requesting time to formally present members of the Westminster Police Department with an award for their assistance during the Columbine High School tragedy in April 1999.

Summary

On April 20, 1999, the Jefferson County Sheriff's Office responded to Columbine High School on a reported shooting. This call turned out to be the most tragic crime at a school in the history of the United States. Because of the magnitude of the situation, Jefferson County requested mutual aid from agencies throughout Colorado. The Westminster Police Department was notified and sent SWAT Team members, a K-9 Officer, and numerous Victim Advocates.

Staff Recommendation

City Council allow Sheriff John Stone to present an award to members of the Police Department.

Policy Issues

There are no policy issues associated with the acceptance of this award.

Background Information

Within an hour of the first call to Columbine High School, Public Information Officers (PIO's) Dan Mayer, Jacki Tallman, and Patrick Welsh were on the scene. These officers assisted in escorting two hundred students from the school grounds to "safe buses." For the next five days, the PIO's acted as liaisons for Steve Davis, the Jefferson County Sheriff's Department PIO, by handling local, national, and international media inquiries.

Victim Services Coordinator Jackie June; Victim Advocates Barb Lamanna, Theresa Booco, Rhea Oberst and Volunteer Victim Advocates Laurie Clark, Carolyn Corbett, Donna Hewell, Anna Huff, Elaine Korenko, Debbie Thornley, Diane Mackay, Jennifer Nickerson, and Kim Smith, responded to the scene and other locations to provide crisis intervention. Amy Hendrickson, Kim Loser, Melissa Salsby, and Cornelia Warnke provided followup services. The Victim Advocates took time away from their regular jobs to provide this assistance and provided over 300 hours of crisis intervention, emotional support, and other follow-up services as required to students and their families. Victim Advocate Volunteer, Kim Smith, was recognized by the U.S. Secretary of Agriculture for her outstanding efforts at Columbine.

The Police Department's SWAT Team members, Mike Kampf, Gene Boespflug, Tim Carlson, Bob Dowling, Jim Buckner, Rance Okada, Dean Villano, Dave Lester, Wayne Read, Tim Torres, and Scott LaChance responded to the scene and provided perimeter security. Detectives Joe Hastings and Mike Barr, along with K-9 Officer, Brian Hemplemann and his K-9 Congo, also provided perimeter control and assistance.

Everyone's involvement in this incident was in keeping with the highest traditions and standards of the Westminster Police Department, and Sheriff Stone's presentation of this award is deeply appreciated.

Respectfully submitted,

William M. Christopher
City Manager



WESTMINSTER COLORADO

Agenda Memorandum

Date: December 18, 2000

Subject: Financial Report for November 2000

Prepared by: Mary Ann Parrot, Finance Director

Introduction

City Council is requested to review the attached financial statements which reflect 2000 transactions through November 2000.

Summary

There are three sections to the attached report:

1. Revenue Summary
2. Statement of Expenditures vs. Appropriations
3. Sales Tax Detail

Theoretically, 91.7% of revenues and expenditures should be realized after ten months in the budget year. However, it is recognized that both revenues and expenditures do not occur on an even 1/12 flow each month of the year.

General Fund revenues represent 96% of the total budget estimate while General Fund expenditures and encumbrances represent 81% of the 2000 appropriation.

Utility Fund revenues represent 75% of the total budget estimate due to appropriation of borrowed monies for the new water treatment plant. The borrowed monies are for the new water treatment plan currently under construction (\$14,999,283). The borrowed funds have been recorded as an increase to budgeted revenues. However, they have not been completely received as actual revenues yet, so it appears that actual revenues are much lower than budgeted revenues. Because these monies are received on a reimbursement basis (monies must be spend and then reimbursed to the City), this disparity will disappear over time as the plant is completed next year.

Utility Fund expenditures and encumbrances represent 72% of the 2000 appropriation. Water sales are currently 113% of budget due to a hot, dry summer and revenues exceeding budget. Wastewater sales are currently on target at 91% of budget.

The Sales and Use Tax Fund revenues represent 97% of the total budget estimate, while expenditures and encumbrances in that fund represent 92% of the 2000 appropriation. Total Sales and Use Tax revenues for the 25 shopping centers reported increased 6% from the same period last year and increased 7% year-to-date. Audit and enforcement revenue is greater than anticipated because of a use tax audit on a large construction project within the City.

The Open Space Fund revenues represent 105% of the total budget estimate while expenditures and encumbrances in that fund represent 59% of the 2000 appropriation.

The Legacy Ridge Golf Course Fund operating revenues represent 91% of the total budget estimate while operating expenditures and encumbrances represent 63% of the 2000 appropriation. The Heritage at Westmoor Golf Course opened for business in September 1999. Operating revenues for Heritage represent 74% of the total budget estimate while operating expenditures and encumbrances represent 69% of the 2000 appropriation. The 1999 Golf Course operating revenues reflect a grant from Jefferson County. Staff will also review the golf course financial position with City Council in a separate meeting after the year-end information is available.

Policy Issues

According to City Charter, Sections 4.8(i) and 9.6, City Manager is required to submit financial statements quarterly, or more often, as the Council directs. The monthly financial report is prepared by the Finance Department and presented by the City Manager to City Council for review and approval.

Staff Recommendation

Accept the report as presented.

Background

Sections 4.8(i) and 9.6 of the City Charter requires that the City Manager provide, at least quarterly, financial data showing the relationship between the estimated and actual revenue expenditures to date.

Respectfully submitted,

William M. Christopher
City Manager

Attachments



WESTMINSTER COLORADO

Agenda Memorandum

Date: December 18, 2000

Subject: Metro Wastewater Reclamation District Board of Directors Appointment

Prepared by: Abel Moreno, Management Assistant

Introduction

City Council action is requested to appoint Charles Ragsdale to the Metro Wastewater Reclamation District (Metro District) Board of Directors to represent the City of Westminster. Mr. Ragsdale is completing the City's former Metro District Board of Director Allen Jones' term, which will expire on June 30, 2001. Mr. Jones resigned his position due to health reasons on September 25, 2000. With this appointment, Mr. Ragsdale's term will expire on June 30, 2001. Curtis Alstadt is the City's other appointed Director whose term is scheduled to expire on June 30, 2002.

Summary

The Metro District Bylaws and State Statute require that in order to become a member of the Board of Directors, one must live within the member municipality and within the Metro District service area. At this time, there is not an appropriate City Staff member to fill the vacancy based on these bylaws. Therefore, the recommendation of Staff is to fill the vacancy with Charles Ragsdale, a City resident, who resides at 8120 Osceola Street, and business owner, who Staff believes will represent the City well.

Policy Issue

Should City Council appoint Mr. Ragsdale to the Metro Wastewater Reclamation District Board of Directors pursuant to the Metro District policy requiring the elected body of each connector jurisdiction to appoint board of director representatives to the District governing board.

Staff Recommendation

Appoint Charles Ragsdale to the Metro Wastewater Reclamation District Board of Directors with the term of office to be effective through June 30, 2001.

Background Information

The Metro Wastewater Reclamation District treats approximately 45 percent of the total wastewater generated in Westminster, with the District serving the area south of approximately 97th Avenue.

Allen Jones resigned from the Metro Wastewater Reclamation District Board of Directors in September. Since this time, Staff has actively been soliciting applicants to the Metro District Board of Director vacancy. For the past six weeks, Staff has contacted several Staff members who live in the Metro District and are City residents, drafted a Press Release and sent it to the local media, wrote a narrative for the Weekly Highlights document, and solicited applicants in City Link. These efforts resulted in the City receiving one applicant for the Board of Director vacancy. Although the City received only one applicant for the vacancy, Staff is confident Mr. Ragsdale will represent the City well.

Mr. Ragsdale is a self-employed business owner specializing in accounting and tax preparation. Also, Mr. Ragsdale is a Certified Public Accountant and a graduate of the University of Wyoming with a Bachelor's Degree in Accounting. Charles Ragsdale and his wife Ann are both long-time residents of Westminster who reside at 8120 Osceola Street.

Mr. Ragsdale will be submitting a quarterly report along with Mr. Alstadt to City Council on the Metro District's activities as they relate to the City. If appointed, Mr. Ragsdale is expected to begin serving his term in January 2001 at the regularly scheduled Board of Director's meeting.

The Metro Wastewater Reclamation District Board of Directors meets at 7:00 p.m. on the third Tuesday of each month. In addition, all Board Members serve on one operation committee, which meets monthly either in the morning or at noon.

Alternative

As an alternative, Staff could solicit additional names of interested citizens who may wish to represent the City on the Metro Wastewater Reclamation District Board of Directors and not fill the vacancy at this time.

Respectfully submitted,

William M. Christopher
City Manager

Attachments

APPOINTMENT

I Nancy M. Heil, Mayor of the City of Westminster, by virtue of the authority vested in me by law, do hereby certify that **CHARLES RAGSDALE** was appointed by the Westminster City Council as the City of Westminster representative on the Board of Directors of the Metro Wastewater Reclamation District, to serve the remaining term of Allen Jones, which will expire on June 30, 2001, in accordance with the laws of the State of Colorado and the By-laws of the Metro Wastewater Reclamation District.

Approved by the Westminster City Council this 18th day of December, 2000.

Nancy M. Heil, Mayor

WESTMINSTER CITY COUNCIL
APPROVAL OF APPOINTMENT

It was moved by Councillor _____, and seconded by Councillor _____; that the City of Westminster appoint **CHARLES RAGSDALE** to serve the remaining term of Allen Jones, which will expire on June 30, 2001, as the City of Westminster representative on the Board of Directors of the Metro Wastewater Reclamation District be and the same hereby is approved.

The motion carried unanimously.

STATE OF COLORADO }
COUNTY OF ADAMS } §

CERTIFICATE

I, Michele Kelley, City Clerk of the City of Westminster, do hereby certify that the Westminster City Council appointed **CHARLES RAGSDALE** as said City's representative on the Board of Directors of the Metro Wastewater Reclamation District and that the foregoing "Appointment" is an excerpt from the minutes of the regular meeting of the Westminster City Council held on the 18th day of December, 2000, and that said motion of approval is part of the official minutes of said meeting; and that a quorum was present at all times during the meeting.

Dated this 19th day of December, 2000.

City Clerk

(SEAL)



WESTMINSTER COLORADO

Agenda Memorandum

Date: December 18, 2000

Subject: Lobbyist Services Contract Renewal for 2001

Prepared by: Theresa Scovill, Management Intern

Introduction

City Council action is requested to authorize the City Manager to sign a contract renewal with Danny Tomlinson and Robert Ferm to provide lobbyist services for the 2001 calendar year. Funds for this expense are available in the 2001 Central Charges General Fund budget.

Summary

The City Council authorized funds in the 2001 Budget for the contracting of a professional lobbyist to advocate the City's position on state and federal issues. The 2001 State Legislative Session commences January 10, 2001. In the fall of 1998, a selection committee prepared a request for proposals and interviewed candidates to represent the City. The lobbying team of Danny Tomlinson and Robert Ferm was unanimously selected based on professional lobbying experience and reputation. The team's combined experience is 43 years; Mr. Tomlinson has 26 years experience and Mr. Ferm has 17 years. Their representation during the 1999 and 2000 Legislative Sessions and work throughout the years on various issues involving the State government has been valuable to and effective for the City. Staff recently met with both lobbyists and they agreed to not increase their current \$30,000 annual fee for 2001. Staff is recommending renewing their contract for 2001. The proposed contract includes the same scope of work as the current contract.

Staff Recommendation

Authorize the City Manager to execute a contract with Danny L. Tomlinson and Robert M. Ferm to provide lobbying services for calendar year 2001 for \$30,000 and charge the expense associated for the services to the appropriate 2001 General Fund Central Charges account.

Background Information

In discussions with the City Council during the 1999 budget development process, the need to acquire contracted professional lobbyist services to represent the City on issues of concern at the state and federal level became evident. City Council re-authorized \$30,000 for the purpose of contracting a professional lobbyist as part of the 2000 Budget.

Although the primary focus of the lobbyist will be at the state level, the contract allows for federal lobbying services, if needed. Should travel to Washington, DC, be necessary to lobby on the City's behalf, the City will reimburse Tomlinson and Ferm to commensurate the travel, lodging and meal expenses associated with the trip in addition to their set annual fee of \$30,000. Tomlinson and Ferm agreed to maintain their 1999 and 2000 contract fee of \$30,000 for the 2001 calendar year.

Staff recommends renewing the contract for lobbying services with Danny Tomlinson and Robert Ferm because they have the best combination of skill and experience needed by the City. Additionally, the team has two years of experience working with City Council and Staff. Staff believes this experience increases the value of the lobbying team to the City and therefore believes it is in the best interest of the City to choose this experienced and reputable lobbying team for the 2001 calendar year.

Alternatives

- 1) Generate a Request for Proposal, readvertise, and open competition for professional lobbyist services. Staff does not recommend this alternative due to time constraints and the rapport that has been developed over the past couple years with Danny Tomlinson and Robert Ferm (both between the two lobbyists and Staff and the two lobbyists and State Legislators).
- 2) Choose not to renew the contract and not pursue obtaining new professional lobbying services. Staff does not recommend this alternative due to the additional work that a lack of professional lobbying services would generate for Staff. This alternative would also eliminate valuable City exposure through professional lobbyist representation at the State Capital.
- 3) Choose not to renew the contract and contract for professional lobbyist services on a case by case or topic by topic basis. Staff does not recommend this alternative because contracting for professional lobbyist services on a single-issue basis can be quite costly. Also, this option provides for minimal lead time in tracking issues and provides for no exposure to state officials through professional lobbyist contacts representing the City on a year-round basis.

Respectfully submitted,

William M. Christopher
City Manager



WESTMINSTER COLORADO

Agenda Memorandum

Date: December 18, 2000

Subject: Contract for Legal Services with Gorsuch Kirgis, L.L.C., re Westminster Center Urban Renewal Plan

Prepared by: John Carpenter, Director of Community Development

Introduction

City Council is requested to authorize hiring the law firm of Gorsuch Kirgis, L.L.C. to prepare an urban renewal plan on behalf of the City for the Westminster Center area.

Summary

On November 20, City Council discussed at a post Council meeting the Westminster Center Reinvestment Plan prepared for the area generally bounded by Sheridan Boulevard, 88th Avenue, Wadsworth Parkway and 92nd Avenue. The purpose of the plan is to evaluate the condition of properties within Westminster Center to determine if the area meets the definition of blight per Colorado State Statutes, and, therefore is eligible for inclusion in a City urban renewal plan. The plan concludes that this area meets the statutory eligibility requirements. At that meeting, Council directed Staff to prepare an urban renewal plan for the Westminster Center area. Staff proposed hiring Malcolm Murray of the law firm, Gorsuch Kirgis to prepare the urban renewal plan at a cost not to exceed \$4,000.

Policy Issues

Does City Council wish to proceed with the preparation of an urban renewal plan for the Westminster Center area using tax funds to pay for this plan?

Staff Recommendation

Authorize the City Manager to execute a contract with Malcolm Murray of the law firm of Gorsuch Kirgis, L.L.C., to prepare an urban renewal plan for the Westminster Center area at a cost not to exceed \$4,000 and charge the expense to Community Development Administration Contractual Services Account.

Background Information

At the direction of City Council, the consulting firms of BRW and the Leland Group were retained to prepare a blight study for the Westminster Center area. Attorney Malcolm Murray from Gorsuch Kirgis also assisted in the preparation of the study.

In earlier drafts, the study included the Westminster Mall, but following the agreements that have led to the recent renovation of the Mall, the Mall property was deleted from the study area. The attached blight study considers commercial properties between the Denver/Boulder Turnpike and Wadsworth Boulevard generally between 88th Avenue and 92nd Avenue. The blight study finds a number of substandard conditions that meet the definition of blight contained in the urban renewal law. Unfortunately, the state law on urban renewal uses the term “blight” to determine eligibility of utilizing urban renewal provisions as noted from some of the categories of “blight” that were noted.

The findings are not as disparaging as one might conjure up in one's mind when seeing the term "blight." The blight conditions include faulty lot layout, unsanitary or unsafe conditions, deterioration of sight or other improvements, and inadequate public improvements or utilities. As a result of these findings, the study area is eligible for designation of an urban renewal area. At the November 20th Post Council meeting discussion, Council directed Staff to bring the preparation of an urban renewal plan forward for formal consideration. The urban renewal plan, which will incorporate the blight determination, will be submitted to City Council for its review and consideration which will include a formal public input process. If the urban renewal plan is adopted, the Westminster Economic Development Authority (WEDA) would be authorized to undertake projects within the urban renewal area that may include infrastructure improvements or redevelopment of specific properties utilizing tax increment financing and other mechanisms available to the Westminster Economic Development Authority. As Council is aware, WEDA has powers that the City government lacks as they relate to land assemblage for redevelopment purposes as well as being able to issue tax increment bonds (TIF) to finance needed infrastructure.

Staff recommends that Malcolm Murray, an Attorney with Gorsuch Kirgis be hired by the City to prepare the urban renewal plan. Mr. Murray has extensive experience working with the City and other Colorado municipalities on urban renewal projects. The cost to prepare the plan would be no more than \$4,000.

Alternatives(s)

- Do not engage Gorsuch Kirgis to do the plan. Hire a different firm or have Staff prepare the plan.
- Don't proceed with preparation of the Urban Renewal Plan at this time.

Staff does not recommend these alternatives for the following reasons:

- Malcolm Murray has provided legal assistance to the City in the area of urban renewal matters to the City for several years. He is a statewide expert in urban renewal and is extremely well qualified to prepare the urban renewal plan.
- Staff time is not available currently to adequately prepare the plan. Staff believes that it is critical to move forward with the Urban Renewal Plan to maintain the economic viability of the Westminster Center area.

Respectfully submitted,

William M. Christopher
City Manager

Attachment

CONTRACT FOR LEGAL SERVICES

This agreement is made this _____ day of _____, 2000, by and between GORSUCH KIRGIS L.L.C. (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 prepare an urban renewal plan for the Westminster City Center areas as described in the Reinvestment Study prepared by Leland Consulting Group, dated June, 2000.
2. Malcolm M. Murray 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 \$160 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 18, 2000.
7. Payments for legal services pursuant to this Contract shall not exceed \$4,000.00 without further written authorization by the City.

GORSUCH KIRGIS L.L.C

By _____
Malcolm M. Murray

CITY OF WESTMINSTER

By _____
William Christopher, City Manager



WESTMINSTER
COLORADO

Agenda Memorandum

Date: December 18, 2000
Subject: Water Quality Cost-Sharing Intergovernmental Agreement
Prepared by: Sharon Bernia, Water Resources and Treatment Water Quality Specialist

Introduction

City Council action is requested to authorize the Mayor to sign an Intergovernmental Agreement (IGA) with the Cities of Northglenn and Thornton for sharing of costs related to Standley Lake and Clear Creek water quality issues.

Summary

The City of Westminster currently has a long standing water quality cost-sharing IGA with the Cities of Northglenn and Thornton. This IGA provides the mechanism for jointly hiring legal representation, expert witnesses, and consultants needed in pursuing water quality protection efforts for the Standley Lake water supply and sharing the related costs, in addition to regular coordination meetings between Northglenn, Thornton, and Westminster.

This IGA which was renewed five years ago, will expire in December 2000. It is recommended that the IGA be extended in order for Westminster, Thornton, and Northglenn to continue with work currently underway, as part of the Clear Creek Watershed Management Agreement, and other Standley Lake water quality, monitoring and protection issues.

The proposed IGA encompasses all three Cities. It has been updated to better reflect the current status of Standley Lake watershed protection efforts and provide flexibility for future needs.

The IGA calls for the appointment of one representative from each City to serve on a Water Quality Committee. The Committee will be formally charged with administration of the agreement, developing work schedules and budget needs for each budget year and evaluation of the water quality monitoring programs. The IGA also details minimum communication requirements such as meeting frequency, data distribution, and handling of joint correspondence.

Specific percentages are identified for calculating each City's share of the costs. The same percentages are to be used for sharing the in-kind workload of each City's laboratory operations in the monitoring programs. The percentage for each City is based on their relative water rights and does not include FRICO's (Farmer's Reservoir and Irrigation Company) share.

If approved, the IGA would authorize the respective City Managers or designees to enter into contracts for legal and/or consulting services for these water quality efforts. This authorization would be in accordance with Charter and ordinance provisions for each of the Cities.

The approved IGA would be in effect through December 31, 2005.

Policy Issue(s)

Should the City rely on and participate with other entities to share the administration and costs of accomplishing water quality goals?

Staff Recommendation

Approve the Intergovernmental Agreement with the Cities of Northglenn and Thornton for sharing Standley Lake water quality program administration and costs, and authorize the Mayor to sign the Agreement.

Background Information

This cooperative watershed protection effort is a unique benchmark program in Colorado. Westminster and Thornton have been cooperating on the Standley Lake Watershed water quality monitoring program for approximately 20 years. Northglenn has been participating in the joint monitoring for approximately 15 years. The additional efforts required for participating in water quality protection efforts such as the RPS (BFI Leyden) Landfill, Amax/Colorado School of Mines Research Institute (CSMRI) and the 1988 Colorado Water Quality Control Commission hearing, regarding phosphorus standards for Clear Creek, necessitated the cost-sharing IGA's first with Thornton and eventually with Northglenn. These IGA's were successful in providing a framework by which the cities could work jointly on Standley Lake water quality efforts and share the expenses. The cities have agreed that it is beneficial to renew these cost-sharing agreements due to continuing efforts necessary to protect the water quality in Standley Lake.

The Standley Lake cities developed a management plan for Standley Lake. This includes commitments to operational and structural changes for the lake, which could reduce the in-lake contribution of nutrients that encourage algal growth. The cities have agreed in the plan to identify and pursue the most cost-effective structural controls for this purpose.

Development and growth pressures have accelerated in the Clear Creek and Standley Lake basins. These pressures have and will continue to put additional strain on the water quality in Clear Creek and Standley Lake. This will require continued diligence on the part of the cities to insure that Standley Lake is maintained as a high quality water supply.

Westminster has historically acted as the administrator of the IGA. This has allowed the City to maintain greater control of jointly conducted projects.

Alternative(s)

Do not enter into the IGA and address cost sharing on an item-by-item basis. Given the benefits derived over the years from the IGA, Staff does not recommend this alternative approach.

Respectfully submitted,

William M. Christopher
City Manager

Attachment: Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT
AMONG THE CITIES OF NORTHGLENN, THORNTON, AND
WESTMINSTER CONCERNING SHARING OF COSTS RELATED TO
STANDLEY LAKE AND CLEAR CREEK WATER QUALITY ISSUES

THIS AGREEMENT is entered into this _____ day of _____, 2000, among the CITY OF THORNTON, hereinafter referred to as "Thornton," the CITY OF NORTHGLENN, hereinafter referred to as "Northglenn," and the CITY OF WESTMINSTER, hereinafter referred to as "Westminster" (Thornton, Northglenn, and Westminster together are hereinafter referred to as "Cities").

I. RECITALS

- A. The Cities each own rights to store water in Standley Lake and other important water rights that are essential to providing a domestic water supply to the residents of the Cities.
- B. Protection of these water rights and the water quality of these sources of domestic drinking water are of paramount importance to the Cities.
- C. Article XIV, Section 18, of the Colorado Constitution, Part 2 of Article I of Title 29, C.R.S., and 29-20-105, C.R.S., permit and encourage local governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other local governments in order to provide any lawfully authorized functions, services, or facilities.
- D. Pursuant to an Intergovernmental Agreement dated June 28, 1989, and renewed on August 24, 1995, (Prior Water Quality Agreements) the Cities previously shared costs associated with water quality protection efforts involving Standley Lake and its tributaries, such as participation in the 1988 Colorado Water Quality Control Commission hearing regarding phosphorous standards for Clear Creek and the 1991 USGS Water Quality Study of Standley Lake.
- E. The Cities are each currently participating in the Standley Lake Watershed Monitoring Program to monitor the quality of water flowing into and within Standley Lake.
- F. It is beneficial for the Cities to pursue watershed protection for Standley Lake to protect and improve water quality and control drinking water treatment costs.
- G. It is beneficial and cost-effective for the Cities to mutually hire consultants and legal counsel, conduct water quality monitoring, and to equitably share such costs related to water quality in Standley Lake and the Clear Creek Basin based on the cost sharing percentages outlined in Section II D of this Agreement.
- H. It is prudent for the Cities to execute a written agreement which sets forth the terms and guidelines for hiring consultants and legal counsel and sharing in the responsibility for the water quality monitoring programs.

II. AGREEMENT

In consideration of the mutual promises and covenants in this Agreement, the Cities agree as follows:

A. Cooperative Efforts

1. The Cities agree that it is mutually beneficial to cooperate with each other in order to improve the water quality in the Standley Lake Watershed by addressing stormwater flows into Standley Lake and environmental issues that may affect the water quality of the Standley Lake Watershed.
2. The Cities agree that it is mutually beneficial to continue joint participation in the Standley Lake Watershed Monitoring Program to assess the quality of water flowing into and within Standley Lake.
3. The Cities agree to divide the staff workload of the Standley Lake Watershed Monitoring Program in the same percentages as the cost sharing percentages in Section II D 1. The Cities further agree that best efforts must be used to ensure that all monitoring data meets acceptable quality assurance/quality control (QA/QC) standards and has been submitted in a timely manner.
4. It is understood that each City's participation in any particular water quality effort is strictly voluntary. The cost sharing provisions of this Agreement are exercised only when all Cities mutually agree to participate in any particular water quality effort.

B. Representation

1. The City Managers will designate one representative to serve on a Water Quality Committee (Committee) which will be charged with administering the terms of the Agreement, developing work schedules, monitoring schedules, and budget needs for the next budget year, and evaluating the progress of the monitoring program. The Committee will meet quarterly, at a minimum, for the above stated purposes. Members of the Committee will also attend Standley Lake Operating Committee (SLOC) meetings, on a quarterly basis, to enhance communications concerning the operational and water quality aspects of Standley Lake.
2. The Cities hereby authorize their City Managers or designees to enter into contracts for legal and / or consulting services pursuant to this Agreement in accordance with Charter and ordinance provisions of the Cities.

C. Consultants, Technical Experts, and Legal Representation

1. The Cities may mutually agree to hire consultants, technical experts, and/or legal counsel to provide additional expertise related to the water quality goals specified in Section II A. Prior to entering into any contract for consulting, technical, or legal services, the Committee shall approve in writing the scope and amount of such contracts.

D. Payment Terms

1. Participation in cost sharing for the Standley Lake Watershed Monitoring Program for legal and consulting fees and for water quality monitoring related to those goals listed in Section II A between the Cities shall be based on the following ratios which reflect share ownership and usage in Standley Lake:

City of Northglenn – 20%
City of Thornton - 35%
City of Westminster – 45%

2. Legal counsel and technical experts or consultants hired by the Cities pursuant to this Agreement shall bill only one of the Cities. The Cities will agree, prior to contracting for legal or consulting services, which City to bill. The billed City will in turn calculate the percentages and bill the other Cities for their respective shares of the total billed legal/technical costs. These Cities will have (30) days in which to remit payment to the City originally billed. Legal counsel and technical experts shall follow the purchasing procedures of the billed City. The billed City will not be reimbursed for administrative costs.

3. Any of the Cities may request copies of invoices for review of itemized costs associated with any particular project prior to payment of said invoices.

E. General Provisions

1. This Agreement shall be effective upon execution of this Agreement by the parties and shall terminate on December 31, 2005. By November 1 of each year, the Cities' staffs will review this Agreement for any necessary changes. Additionally, this Agreement may be prior terminated at any time for any reason by any party upon serving the other parties (30) day written notice of intent to terminate. The Agreement may also be terminated in the event that any party violates any of the terms of the Agreement and fails to cure the default within ten (10) days of receipt of written notice from the non-defaulting parties which specifies the nature of the default and its cure. Termination by any party shall not relieve that party of its share of costs already incurred by mutual agreement by the other parties pursuant to this Agreement.

2. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement shall not constitute a waiver of the terms or obligations of this Agreement.

3. This Agreement represents the entire and integrated Agreement between the parties and supersedes the Prior Water Quality Agreements. This Agreement may be amended only by a written instrument executed by the parties hereto.

4. If any clause, sentence, paragraph, or part of this Agreement or the application thereof to any party or circumstances shall for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement of its application.

5. The Committee will prepare a work plan for the Standley Lake Watershed Monitoring Program for the next fiscal year to be used by the Cities for budget planning. The plan may include, at a minimum:

- Evaluation of sampling and testing schedules for all monitoring programs.
- Assignment of sampling and laboratory testing for all monitoring programs, including adjustments from the previous year's program, in accordance with the participation ratios in Section II D. 1.
- Hiring of a technical consultant to prepare an annual data summary report.
- An estimate of legal/technical consultation costs, special studies that may be required, and costs that will be incurred as a result of current agreements during the upcoming year.

Any new work proposed for any given year that has not been previously agreed upon in the work plan, will require unanimous approval of the Cities in order to proceed.

6. The Cities must agree unanimously on the selection of legal counsel and technical experts or consultants to perform work related to this Agreement. Conflicts of interest will be given consideration as part of the selection process and may be the basis for not selecting any contractor/consultant. Any City may terminate its participation in any contract for legal services or consulting services, or request termination of the contractor/consultant's representation, if any City, at its sole discretion, determines there is a conflict of interest. Any confidential information obtained by any firm in the course of the joint representation shall remain confidential and not be used to the detriment of any City in any subsequent representation.

7. No documentation and/or correspondence prepared as a joint position by the cities or a consultant, technical expert, or legal counsel retained pursuant to this Agreement shall be distributed to third parties without prior approval from each City's designee. Each City can distribute independent documentation and/or correspondence stating their individual position, provided the documentation and/or correspondence does not imply joint concurrence or commitment by any of the signatory parties.

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

9. This Agreement is being executed and delivered and is intended to be performed in the State of Colorado, and the laws of Colorado shall govern the validity, construction, enforcement, and interpretation of this Agreement. Further, venue for any and all legal action at law or in equity regarding this Agreement shall be in the Adams County District Court, State of Colorado.

10. Notwithstanding any language in the Agreement, Farmer's Reservoir and Irrigation Company shall not be deemed to be a partner of the Cities and is not a party to this Agreement.

11. This Agreement does not authorize the Cities participation in any lawsuit.

12. Any notice which may be given under the terms of this Agreement shall be made in writing, and shall be deemed made upon personal service or upon mailing via the United States postal service, postage prepaid, to the other Cities, and unless amended by written notice, to the following:

CITY OF THORNTON
Jack Ethredge
City Manager / Utilities Director
9500 Civic Center Drive
Thornton, CO 80229

CITY OF WESTMINSTER
William Christopher
City Manager
4800 West 92nd Avenue
Westminster, CO 80030

CITY OF NORTHGLENN
James Landeck
City Manager
11701 Community Center Drive
Northglenn, CO 80233

13. This Agreement may not be assigned by any party without the written consent of the other parties.

14. Three originals of this Agreement shall be signed by the parties.

15. This Agreement shall in no way obligate the Cities to budget funds to be spent pursuant to this Agreement. If a court of competent jurisdiction determines that the Agreement violates the multi-year contract restriction in Section 20, Article X of the Colorado Constitution, then the parties agree that the Agreement shall immediately be converted to a one year contract, with automatic annual renewal through December 31, 2005, unless previously terminated.

IN WITNESS WHEREOF, the parties have hereto set their hand and seal on the dates indicated below.

ATTEST:

CITY OF THORNTON

City Clerk

Jack Ethredge, City Manager Date

ATTEST:

CITY OF NORTHGLENN

City Clerk

Don Parsons, Mayor Date

ATTEST:

CITY OF WESTMINSTER

City Clerk

Nancy M. Heil, Mayor Date



WESTMINSTER
COLORADO

Agenda Memorandum

Date: December 18, 2000

Subject: IGA for Funding and Operation of the Jefferson County Juvenile Assessment Center

Prepared by: Dan Montgomery, Chief of Police
Steve Peterson, Administrative Patrol Lieutenant

Introduction

City Council action is requested to authorize the City Manager to enter into an Intergovernmental Agreement with other jurisdictions in Jefferson County to establish the Jefferson County “Juvenile Assessment Center” (JAC), and an agreement with Jefferson Center for Mental Health outlining their obligations in relation to the IGA.

Summary

In 1998, the Jefferson Center for Mental Health operated the JAC program. This was with a Law Enforcement Funding Agreement in 1998; and a “Partner’s Agreement” with Jefferson County R-1 Schools, Human Services and the District Attorney, to add additional funding. Various grants were also sources of funding for the JAC program.

The Jefferson County JAC Program has provided a centralized location for the coordinated provision of mental health and other intervention programs and services for juveniles and their families who are referred to the program by law enforcement participants including: Lakewood, Arvada, Golden, Wheat Ridge, Westminster, Edgewater, and the Jefferson County Sheriff’s Office.

Staff believes it is in the best interest of all the above-referenced parties to create a separate legal entity with its own governing board to provide the services previously provided by mental health. A separate agreement is to be made with mental health to operate the program under the proposed Intergovernmental Agreement.

Policy Issue

City Council’s direction to Staff has been to evaluate current programs and services and seek more efficient and cost-effective means of providing services to the community. This intergovernmental agreement is modeled after the IGA that the City participates in for animal shelter services and drug enforcement services. Both have proven to save the City money and human resources.

Staff Recommendations

Authorize the City Manager to enter into an Intergovernmental Agreement with other Jefferson County agencies for purposes of providing the services of the Jefferson County Juvenile Assessment Center and an agreement with Jefferson Center for Mental Health outlining their obligations in relation to the Intergovernmental Agreement.

Background

There is a strong consensus among the Jefferson County participating agencies that the Juvenile Assessment Center is a valuable program and should continue operating, including the continuance of financial support. Numerous meetings have been held with all of the Jefferson County participating agencies' to determine how this program would be structured, who should be on the governing board, and what kind of stable, predictable funding would be arranged for the future. Grant funding has been depleted and applications for future grant funds are no longer possible.

The law enforcement participants will provide 45% of the funding, with each agency's share based on usage of the Juvenile Assessment Center. Westminster's share is small in comparison to other Jefferson County agencies. The participating agencies are Lakewood, Arvada, Golden, Wheat Ridge, Westminster, Edgewater, and the Jefferson County Sheriff's Office. The sponsoring agencies that are providing 55% of the funding for this program are Jefferson County District Attorney's Office and Jefferson County R-1 Schools. Jefferson County Mental Health will continue to operate the JAC under separate agreement. This Intergovernmental Agreement is patterned after the Table Mountain Animal Shelter Agreement that the City has participated in for a number of years. Each participating agency will be represented by a board member selected by each agency's Chief of Police to sit on the governing Board of Directors.

The JAC IGA sets forth law enforcement funding for the first year (FY 2001) based on each agency's usage of the facility during calendar year 1998. Future funding will be based on a similar formula for subsequent years. The formula takes into account only the Jefferson County portion of Westminster, where services are typically provided. Westminster Adams County juveniles will have access to the program, but will pay on a fee for services basis. Westminster's share for 2001 will be \$6,454.00.

Alternatives

1. Do not participate in the Jefferson County Juvenile Assessment Center operation. A lot of time and well thought out effort has been put into the proposed approach, and Staff believes it is the best manner in which to provide these critical services.
2. Direct Staff to look at alternative means of dealing with juvenile issues, perhaps on a contractual basis. Staff is not aware of other resources/providers that will handle this needed service in a consistent and responsive manner.
3. Direct Staff to deal with juvenile issues in-house. Delivering these services in-house would require either the allocation of additional resources or the reallocation of existing resources. In either case, the price tag would be significantly greater than the \$6,454 annual fee under the IGA.

Respectfully submitted,

William M. Christopher
City Manager

Attachments



WESTMINSTER
COLORADO

Agenda Memorandum

Date: December 18, 2000
Subject: Federal Heights Wholesale Water Contract Amendment for 2001
Prepared by: Robert W. Eichen, Treasury Manager

Introduction

City Council action is requested to approve the “2001 Amendment to the “Amended and Restated Distributor’s Contract” with the City of Federal Heights. The Amendment sets the rate charged by Westminster to Federal Heights for treated water on a wholesale basis at \$2.066 per thousand gallons (PTG) for calendar year 2001.

Summary

Each year, the City Council must establish a rate for treated water sold to the City of Federal Heights on a wholesale contract basis. The Federal Heights Council has concurred with the rate. (Westminster provides water to the master meter. Federal Heights is responsible for all other functions). According to the 1968 contract, the rate was a function of the audited costs incurred by Westminster in the operation of its water system. The calculation was time consuming and cumbersome. From 1997 through 1999, the annual rate was determined using some actual cost components and some estimated, while the cities attempted to negotiate a new and simpler contract. This year a thorough analysis was performed with costs reflecting actual figures. The calculated rate for the year 2001 under this calculation is \$2.066 and represents a precise rate calculation (current rate is \$2.02 ptg). Now that Federal Heights new City Administrator is on board, it is Staff’s intent to pursue negotiations for a new long term contract during 2001. The proposed water rate is in line with revenues that were budgeted in Westminster’s 2001 Utility Fund.

Policy Issue

Should City Council approve the amendment to the agreement to sell wholesale water to Federal Heights at the calculated rate of \$2.066 per thousand gallons for calendar year 2001?

Staff Recommendation

Approve the amendment to the contract with the City of Federal Heights, confirming the rate for January 1, 2001 through December 31, 2001 at \$2.066 per thousand gallons, and authorize the City Manager to sign the amendment on behalf of the City.

Background

Since 1997, City Staff and Federal Heights representatives have been discussing several areas of mutual interest regarding how wholesale water rate charges could be calculated for treated water sold to the City of Federal Heights. Both Staffs agree that the current contract, signed in 1968 and amended in 1985 and again in 1992, is cumbersome and burdensome to administer. In addition, because of the formula in the contract, Federal Heights has experienced significant fluctuations in rates from year to year. This is problematic to them in setting their City water rates (see attached chart). They are interested in pursuing alternatives which would “smooth out” the fluctuations. Lastly, if a simplified formula could be agreed upon, Staff time would be saved, both in annual recalculations as well as follow-up administration.

The calculations and research required to calculate the 2001 rate took over fifty hours of Staff time. There were two major reasons that a new contract method was not finalized during 2000:

- Turnover in top administrative staff at Federal Heights.
- Updating and ongoing modifications to the Utility long-term Planning Model which can be used to show the impact of future capital needs and what will occur when build out is reached.

The rate for 2001 has been derived using audited numbers from 1999 as the contract requires. The calculated rate is \$2.066. Compared to last year's rate of \$2.02. The increase in rate includes Federal Heights' portion of the debt issued to build the reclaimed water plant.

Federal Heights will continue to read, bill, and collect all of their accounts as well as perform water distribution maintenance/repairs at their own expense. The new City Administrator for Federal Heights has been hired and the City's long-term utility model should be completed by year end. It is Staff's intent to move forward in the year 2001 to negotiate a new contract that is simpler and less time consuming to administer.

In summary, Staff believes the \$2.066 PTG rate recommended for January-December 2001 is fair and relies on the current methodology.

Alternatives

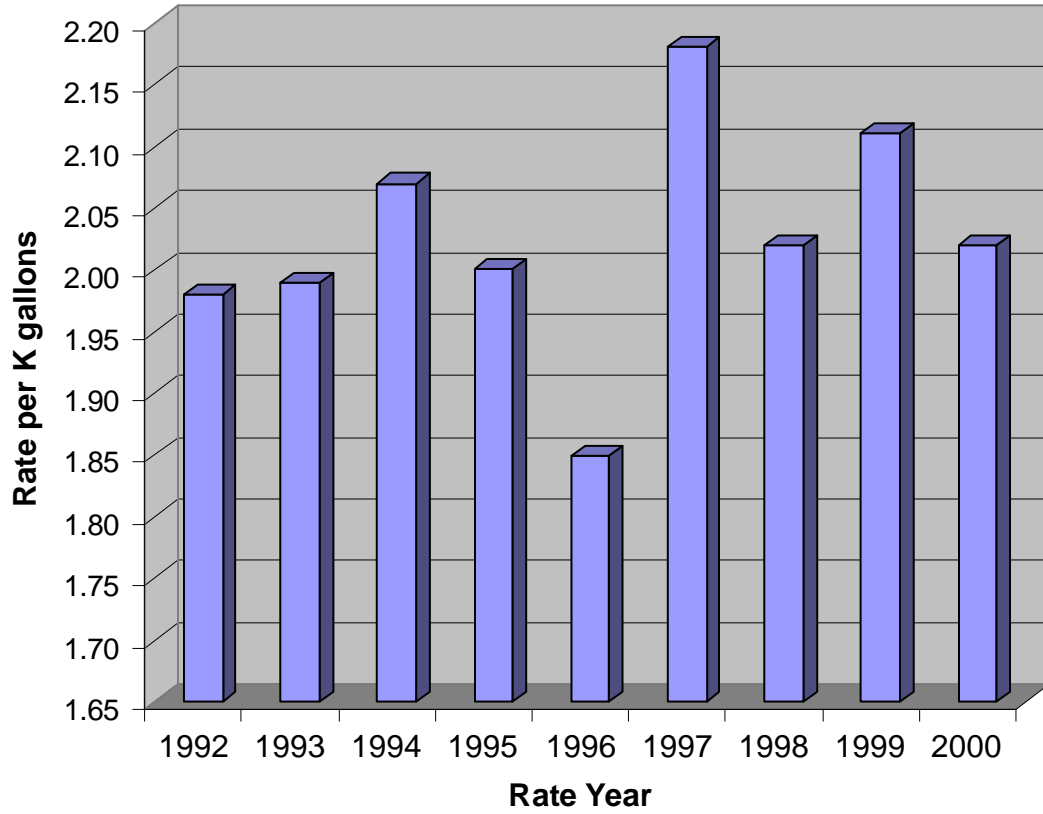
Reject the proposed amendment. This is not recommended as the City is required to annually set a rate for treated water sales.

Respectfully submitted,

William M. Christopher
City Manager

Attachments

Historic Federal Heights Wholesale Rate



2001 AMENDMENT

TO "AMENDED AND RESTATED DISTRIBUTOR'S CONTRACT"

This 2001 Amendment (the "Agreement") to Amended and Restated Distributor's Contract between the CITY OF WESTMINSTER, COLORADO ("Westminster") and the CITY OF FEDERAL HEIGHTS, COLORADO ("Federal Heights") is dated December _____, 2000

RECITALS

- A. Westminster and Federal Heights entered into a contract entitled "Distributor's contract" dated February 12, 1968, which provided for the sale of treated water by Westminster to Federal Heights. That contract was amended by the parties by a document entitled "Distributor's Contract Amendment", dated November 1, 1982.
- B. In 1985, Westminster and Federal Heights executed an "Amended and Restated Distributor's Contract," which contract amended, restated and superseded the 1968 Contract. The 1985 Contract was amended on December 26, 1989, by a document entitled "1989 Amendment to Amended and Restated Distributor's contract."
- C. In 1992, the Contract was again amended by a document entitled "1992 Amendment to Amended and Restated Distributor's Contract." The Amended and Restated Distributor's Contract as amended in 1989 and 1992 is the operative contract under which Westminster has been selling treated water to Federal Heights (the "Contract").
- D. In October 1996, Westminster and Federal Heights began discussions for a revised contract because of difficulties in establishing a rate from year to year. Westminster and Federal Heights reached agreement for the rate to be charged from February 3, 1997 to December 31, 1997; from January 1, 1998 to June 30, 1998, later extended to December 31, 1998; January 1, 1999 to December 31, 1999, and from January 1, 2000 to December 31, 2000.
- E. Westminster and Federal Heights have agreed that further discussions are necessary to achieve a revised contract addressing all the issues between the parties, especially a restructuring of the method of calculating the rate to be charged Federal Heights. The parties agree to continue such negotiations in good faith, and in a timely manner.
- F. Until the parties agree on more extensive changes to the contract, the parties have reached an interim agreement on a rate for the year 2001. The parties therefore agree as follows:

INTERIM AGREEMENT FOR CALENDAR YEAR 2001

- 1. For the period beginning January 1, 2001, and continuing until December 31, 2001, the rate shall be \$2.066 PTG.
- 2. The parties agree to continue good faith discussions for the rate for the period beginning January 1, 2002.
- 3. The parties agree to continue good faith discussions on the method of calculating the rate and related issues, for possible amendment or restatement of the Contract.
- 4. This Agreement supersedes and replaces the method of rate calculation of the base rate contained in the Contract, as amended, for calendar year 2001 only.

5. Federal Heights hereby waives the requirement of notice from Westminster for the year 2001 rate to become effective on January 1, 2001.
6. All other provisions of the Contract shall remain in full force and effect.
7. This Interim Agreement for rates for calendar year 2001 only shall be valid until December 31, 2001.

CITY OF WESTMINSTER

CITY OF FEDERAL HEIGHTS

William M. Christopher
City Manager

Mayor

Attest:

Attest:

Michele Kelley
City Clerk

City Clerk

Approved as to form:

Approved as to form:

City Attorney

City Attorney



WESTMINSTER
COLORADO

Agenda Memorandum

Date: December 18, 2000
Subject: City Park Softball Complex Phase B
Prepared by: Philo Shelton, Design Development Manager

Introduction

City Council action is requested to authorize the City Manager to sign a change order with Randall and Blake, Incorporated (RBI) in the amount of \$1,249,955 for construction of five construction add alternatives for Phase B of City Park Softball complex; and authorize an 8% project contingency of \$100,045. Funds for this expense are available in the City Park Phase III account of the 2001 Capital Improvement Program Fund.

Summary

On July 24, 2000, City Council awarded the low bidder, RBI, the contract for construction of City Park Phase III Softball Complex in the amount of \$4,303,931. Since funding was limited in 2000 for this project, five of the bid add alternatives were not selected at the time of award of the base contract. This approach was used to get a jump on the construction of the project, since the construction schedule requires a year to complete a project of this size and to take advantage of 2000 construction prices. The following is a summary of the bid alternatives required to complete this project.

Ball Field Lighting and Controls	\$385,601
Eight Shade Pavilions	\$152,000
Field Entry and Landscaping	\$251,294
104 th Ave. Entrance Feature and Landscaping	\$236,060
Site Landscape Plantings	\$225,000
Total Change Order to RBI	\$1,249,955
8% Project Contingency	\$100,045
Project Total	\$1,350,000

Alternative

City Council could decide to re-bid the project bid alternative in 2001. However, given the size of this project and the time required to construct the project, re-bidding the project would further delay the project and could potentially cost the project more since suppliers and vendors usually increase prices at the beginning of a new year.

Staff Recommendation

Authorize the City Manager to sign a change order with RBI in the amount of \$1,249,955, add an 8% (\$100,045) project contingency, and charge the expense to the appropriate 2001 Capital Improvement Fund account.

Background Information

In 1994, the Jefferson County Board of County Commissioners agreed to enter into a partnership with the City of Westminster to master plan Standley Lake Regional Park and design the City Park Ballfield Complex. The County allocated \$500,000 in 1995 to hire a landscape architect firm for both projects. DHM, Inc. was selected as the most qualified firm for these projects and the County began negotiating a contract for their services. The total cost of the contract approved by the County Commissioners with DHM was \$687,500: (a) \$280,000 for the City Park Ballfields and (b) \$407,500 for Standley Lake Regional Park. In 1997, Tarco was the contractor selected to construct the first phase of the City Park Ballfields and completed that project phase in 1998. In 1999 JCOS established a Regional Sports Program and awarded City Park Phase IIIB softball complex \$994,000. City Council then decided to issue the remaining POST bonds and apply \$1,535,000 to the project and accelerate the construction time line of the project.

The City Park Softball Complex was divided into two phases of construction, per Council direction. Given the amount of earthwork and grading required for this project, it ultimately worked out better to do the project in phases, because almost 300,000 cubic yards of earth were required to be moved, which caused concerns for short-term settlement over the 45-acre site. This allowed the project grades to stabilize over a two-year period. The final phase of construction work will take a year to be completed with an opening of the ballfields in the spring of 2002.

The following is a summary of the CIP budget.

City Park Phase III CIP Funds	\$2,421,000
POST Bond Funds	\$1,535,000
JCOS Regional Sports Program Grant	<u>\$ 994,000</u>
TOTAL Available Budget for 2000	\$4,950,000
CIP Budget for 2001	<u>\$1,350,000</u>
TOTAL Projected Project Budget	\$6,300,000

Respectfully submitted,

William M. Christopher
City Manager

Attachments: Map



WESTMINSTER
COLORADO

Agenda Memorandum

Date: December 18, 2000
Subject: Special Legal Services Contract
Prepared by: Jeffrey M. Betz, Assistant City Attorney

Introduction

City Council action is requested to authorize the City Attorney to execute an amended contract for special legal services and to authorize the expenditure of funds for expert witness fees and expenses associated with the Semper Water Treatment Facility litigation not to exceed those amounts set forth in the Confidential Memo to Council dated December 7, 2000.

Summary

As a result of the continuance of the trial of this important matter originally scheduled in October of 1999, numerous motions have been filed with the Court, additional discovery and extensive settlement negotiations have taken place between the parties over the past 14 months. A significant amount of legal services have been devoted to these issues that were not anticipated or reflected under the original fee contract with Mr. Bob Douglas. Also, additional expert consulting fees and expenses are necessary for preparing experts who will testify at the trial currently scheduled for January 9, 2001.

Staff Recommendation

Authorize the City Attorney to execute an amended contract with Robert B. Douglas and Associates for special legal services and authorize the expenditure of funds for expert witness fees and expenses not to exceed those amounts set forth in the Confidential Memorandum to City Council dated December 7, 2000.

Background Information

In November, 1997, the City filed its lawsuit against the designers and contractors involved in the Semper Water Treatment Plant Expansion Project. The City retained the services of Mr. Robert Douglas of Douglas and Associates to prosecute those claims on behalf of the City. The City subsequently entered into a contract with Mr. Douglas for those special legal services.

The case was scheduled for trial in Jefferson County District Court for October 12, 1999. On the morning of the trial, and after all the parties had fully prepared the case for trial, the Court, without prior notice, continued the case.

Since the continuance, the Court permitted additional discovery by the defendants. The Court granted the contractor's request to do additional testing and inspection of the tank, which in turn has required additional time and expense in analyzing the test results. In addition, there have been numerous motions filed with the Court since the continuance requiring a significant amount of research and response on the part of the City.

In addition, during the year following the continuance, the City entered into extensive settlement negotiations with the engineers which resulted in a recovery for the City of over \$3.2 million. The City, however, is still pursuing its claims against the contractor for breach of contract and negligent construction. That trial is scheduled for January 9, 2001. Due to the length of time that has elapsed from the original trial date until now, it will be necessary to devote a significant amount of time in preparing the City's expert and lay witnesses for trial. This additional effort, along with defending the numerous motions filed and participating in the extensive settlement discussions, make it necessary to increase the legal budget as described in the Confidential Memo to City Council dated December 7, 2000.

Respectfully submitted,

William M. Christopher
City Manager



WESTMINSTER
COLORADO

Agenda Memorandum

Date: December 18, 2000

Subject: Westcliff Apartments Foundation Permit Extension Agreement

Prepared by: Marty McCullough, City Attorney

Introduction

City Council action is requested to authorize the City Manager to execute an agreement with the developer for the Westcliff Apartment project waiving the 60-day deadline for approved foundation inspections for the project.

Summary

The developer for the Westcliff Apartment project (west of US 36, east of Westcliff Parkway and Jay Street) wishes to pay for and receive all building permits for the 372-unit apartment project at one time, yet this year, in order to retain his financing on the project. One provision of the Westminster Municipal Code would require the developer to have received an approved foundation inspection within sixty (60) days of the building permit issuance for each of the buildings (see Background section for details). The developer has indicated that they would not be able to meet this requirement on all of the buildings especially due to the uncertain weather this time of year. For that reason, they would instead choose to receive permits for one building at a time. Staff recommends that this 60-day approved foundation inspection requirement be waived for this project because of the following reasons:

- If the City did not issue all of the permits this year, the City would forgo \$251,175 in surcharges the developer must pay to receive Service Commitments set aside for the project in future years.
- City Staff has plans to bring an ordinance amendment to City Council early next year removing this unnecessary requirement from the Westminster Municipal Code.

Policy Issues

The major policy issue is whether to grant an exception to the current Westminster Municipal Code requirement stipulating that all building permits and service commitments issued for any Category A or B dwelling unit shall be deemed as expired in the event an approved foundation inspection has not occurred within sixty (60) days following the date of issuance of the permit. Because this refers to a section of the Westminster Municipal Code that Staff believes is outdated and should be deleted, and Staff plans to bring an ordinance amendment for City Council consideration early next year, this exception should not negatively affect this, or other, future projects.

Staff Recommendation

Authorize the City Manager to execute an agreement with the developer of the Westcliff Apartment project to waive the 60-day deadline for approved foundation inspections for the project.

Background Information

The Westcliff Apartment project proposed for the site west of US 36 and east of Westcliff Parkway and Jay Street received a Service Commitment (SC) award as part of the 1999 new multi-family residential competition. As indicated on the City Council Resolution awarding SC's to new multi-family projects, developers may choose to receive in advance, SC's (set aside for future years) for new multi-family projects by paying a surcharge for the SC's requested from future years. The surcharges that apply are as follows:

- SC's requested from the next award year: \$1,275.00 per SC
- SC's requested from two award years in the future: \$2,550.00 per SC
- SC's requested from three award years in the future: \$3,800.00 per SC

In the case of the Westcliff Apartment project, City Council had awarded 50 SC's to the project in 2000, 75 in 2001, and the remainder (61) in 2002. Because the developer would be requesting the 75 SC's from 2001 and 61 from 2002 in advance, surcharges would apply. A total of 75 SC's would be calculated at \$1,275 per SC (\$95,625) and the remaining 61 at \$2,550 per SC (\$155,550) for a total of \$251,175.00 in surcharges. The developer is aware of these fees and is willing to pay this amount for the ability to receive all of the building permits at once in the year 2000.

While the developer is aware of these fees and the timing involved, there is a Westminster Municipal Code requirement that the developer knows he will not be able to meet and would, therefore, not be able to receive all building permits for the project yet this year. The provision in the Westminster Municipal Code (11-3-5 C) requires that:

All building permits and service commitments issued for any Category A or B dwelling unit shall be deemed as expired in the event an approved foundation inspection has not occurred within sixty (60) days following the date of issuance of the permit. In such event, both the building permit and the associated service commitment shall be deemed null and void . . .

This stipulation was placed in the Code to help prevent developers from receiving a Service Commitment award through the competition process and then not going forward with their projects. These Service Commitments would then be "tied up" indefinitely and could not be placed back in to the system for other future projects. Staff now has a second safeguard in place since this provision was written, eliminating the need for the 60-day requirement. Because there is a two-year Service Commitment expiration stipulated on the Service Commitment Award Resolution that Council approves for projects winning in the competition process, "hoarding" Service Commitments is not possible. Staff plans to bring an ordinance amendment to City Council in the near future to remove this unnecessary language in the Westminster Municipal Code.

To allow Staff more time to prepare the ordinance amendment deleting this provision, Staff is requesting Council authorize the City Manager to execute an agreement with this particular developer to waive the 60-day approved foundation inspection requirement. This will enable the developer to proceed with the project as he desires and will provide the City with an additional \$251,175.00 in surcharges for the project.

Alternative

Do not authorize the City Manager to execute an agreement with the Westcliff Apartment developer waiving the 60-day approved foundation inspection requirement.

Respectfully submitted,

William M. Christopher
City Manager

BY AUTHORITY

ORDINANCE NO. **2849**

COUNCILLOR'S BILL NO. **114**

SERIES OF 2000

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE AUTHORIZING AN AGREEMENT TO WAIVE THE 60-DAY DEADLINE FOR APPROVED FOUNDATION INSPECTIONS FOR THE WESTCLIFF APARTMENTS PROJECT IN CONSIDERATION OF THE DEVELOPER'S REQUEST TO DRAW FROM THE DEVELOPER'S 2001 AND 2002 SERVICE COMMITMENT AWARDS AND TO PAY THE CITY'S SURCHARGE ASSOCIATED THEREWITH; PROVIDING OTHER DETAILS RELATING THERETO; AND DECLARING AN EMERGENCY

WHEREAS, the Developer of the Westcliff Apartment Project wishes to pay for and receive all building permits for the 372-unit apartment project at one time, yet this year, in order to retain his financing on the project; and

WHEREAS, the City's Growth Management Program Resolution specifically authorizes developers to receive, in advance, service commitments set aside for future years by paying a surcharge for the service commitments requested; and

WHEREAS, the Resolution provides a surcharge in the amount of \$1,275 per service commitment for a draw upon the developer's next award year, and \$2,550 per service commitment for a request for a draw from two award years in the future; and

WHEREAS, Westminster Municipal Code section 11-3-5(C) provides that all building permits and service commitments issued for any Category A or B dwelling unit shall be deemed as expired in the event an approved foundation inspection has not occurred within sixty (60) days following the date of issuance of the permit; and

WHEREAS, the Westcliff Apartments Project is a Category B project and would otherwise be subject to the requirements of Westminster Municipal Code section 11-3-5(C); and

WHEREAS, City Council finds that W.M.C. section 11-3-5(C) was not intended to apply to negate a developer's ability to draw upon and use future service commitments pursuant to the surcharge program; and

WHEREAS, the City Council finds it would be in the best interest of the City to waive the 60-day foundation requirement under W.M.C. section 11-3-5(C) for the Westcliff Apartments Project, in consideration of the developer's payment of \$251,175 for 75 service commitments from the developer's year 2001 award, and 61 service commitments from the developer's year 2002 award; and

WHEREAS, without the requested waiver of the foundation inspection requirements of W.M.C. section 11-3-5(C), the ability to use the advance service commitments would be negated, and the proposed surcharge revenue would not be received by the City.

NOW, THEREFORE, THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Manager is hereby authorized to execute an agreement with the developer of the Westcliff Apartment Project to waive the 60-day deadline for approved foundation inspections for the Westcliff Apartments Project in a form substantially the same as attached hereto as Exhibit "A" incorporated herein by this reference.

Section 2. Repealer. All bylaws, orders, resolutions and ordinances of the City, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any other such bylaw, order, resolution or ordinance of the City, or part thereof, heretofore repealed. All rules of the City Council, if any, which might prevent the final passage and adoption of this ordinance as an emergency measure at this meeting of the City Council be, and the same hereby are, suspended.

Section 3. Severability. If any section, subsection, paragraph, clause or other provision of this ordinance for any reason is invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this ordinance, the intent being that the same are severable.

Section 4. Declaration of Emergency. The City Council is not scheduled to meet until after January 1, 2001, and a failure to approve the requested waiver before the end of the year 2000 will create a substantial risk of loss of financing for the Westcliff Apartments Project, as well as a loss of the service commitment surcharge revenue to the City, and therefore, City Council finds and declares that an emergency exists and that this ordinance is immediately necessary for the preservation of the public peace, health and safety and financial well-being of the City within the meaning and purposes of Westminster City Charter section 8.3.

Section 5. Effective Date, Recording and Authentication. This ordinance shall be in full force and effect immediately upon its adoption and passage. This ordinance shall be recorded in "The Ordinance Book" of the City kept for that purpose, and shall be authenticated by the signatures of the Mayor and City Clerk, and published in accordance with section 8.4 of the Charter.

INTRODUCED, PASSED AND ADOPTED AS AN EMERGENCY ORDINANCE this 18th day of December , 2000.

Mayor

ATTEST:

City Clerk

LETTER AGREEMENT

December 19, 2000

Mr. Lauren Brockman
Allied Realty Services, Ltd.
350 Clayton Street, Suite C
Denver, Colorado 80206

Re: Service Commitment Agreement for the Westcliff Apartments Project

Dear Mr. Brockman:

This letter is intended to set forth the agreement between Allied Realty Services, Ltd. and the City of Westminster concerning your recent request to draw from your Service Commitment Award for the year 2001 and 2002 pursuant to Resolution No. 39 (1999). You have requested the advance issuance of these Service Commitments for the purpose of maintaining the financing for the Westcliff Apartments Project development.

You have also requested a waiver of the sixty (60) day building foundation requirement under § 11-3-5(C) of the City's Growth Management Ordinance.

I have been authorized by City Council to agree as follows:

1. On or before December 31, 2000, you will pay the City by wire, cashier's check, certified funds, or other equally good funds the amount of Two-Hundred Fifty-One Thousand One Hundred and Seventy-Five Dollars (\$251,175). This payment is computed based on the surcharges set forth in Resolution No. 39 as follows:
 - a. 50 service commitments from the year 2000 awarded at no surcharge.
 - b. 75 service commitments from the year 2001 award at a surcharge of \$1,275 per service commitment.
 - c. 61 service commitments from the year 2002 award at \$2,550 per service commitment.

For a total of 186 service commitments equal to 372 multi-family service connections. The surcharge fee shall equal a total of \$251,175.

2. Upon receipt of the payment set forth in paragraph 1 above, the City agrees that these service commitments, and their associated building permits allowing the development of 372 multi-family dwelling units, shall be exempt from the requirements of Westminster Municipal Code § 11-3-5(C), a copy of which is attached hereto as Exhibit "A."
3. Except as modified by this Letter Agreement, the service commitments for the Westcliff Apartment Project shall remain subject to the provisions of Resolution No. 39, and the provisions of the Westminster Municipal Code, including, but not limited to, the City's Growth Management Program as set forth in Title 11, Chapter 3, of the Westminster Municipal Code.

Sincerely,
Bill Christopher
City Manager

AGREED TO and ACCEPTED this _____ day of _____, 2000, by:

Lauren Brockman
Allied Realty Services, Ltd.



WESTMINSTER
COLORADO

Agenda Memorandum

Date: December 18, 2000

Subject: Outside Legal Counsel for City Tax-Exempt Financings

Prepared by: Marty McCullough, City Attorney

Introduction

City Council is requested to (1) authorize the City Manager to execute a fee agreement with Sherman & Howard for an amount not to exceed \$25,000 for general tax and financing advice for a 12-month term commencing January 1, 2001 through December 31, 2001; and (2) authorize payment to Sherman & Howard for \$9,993.74 for services rendered in connection with the Sun Microsystems Ice Arena, Heritage Golf Course and Private Activity Bond matters.

Summary

Outside legal counsel is needed to provide necessary advice and counsel to the City in connection with the issuance of tax-exempt bonds, certificates of participation (COP's), lease-purchase agreements, and other forms of tax-exempt financings permitted under the Internal Revenue Code. During 2001 and 2002, there will be several tax-exempt financings for such important projects as the public safety building, the new water treatment plant, computer lease-purchase financing, and the 136th Avenue/I-25 Interchange Project. Special bond counsel and special disclosure counsel are required for the purpose of providing opinions upon which bond purchasers rely with respect to the enforceability and tax-exempt status of the bonds, as well as TABOR compliance (bond counsel) and the compliance of the proposed sale of the bonds with federal security laws governing disclosure (disclosure counsel). Without a bond opinion and official statement, no tax-exempt financings may proceed to market. The cost of bond counsel and disclosure services for tax-exempt financings are included as part of the issuance costs.

Outside bond counsel also assist the City in structuring its financings to the City's best advantage in terms of interest rates, marketability, and cost of issuance. In addition to structuring various financings for future capital improvement projects, the services of outside legal counsel is sometimes needed for relatively brief, specific consultations on a particular tax law question.

Policy Issues

The policy issue is whether to authorize a fee agreement with Sherman & Howard for general tax and financing advice for 2001 and whether to authorize payment to Sherman & Howard for services rendered in connection with the Sun Microsystems Ice Arena, Heritage Golf Course and Private Activity Bond matters.

Staff Recommendation

1. Authorize the City Manager to execute a fee agreement with Sherman & Howard for an amount not to exceed \$25,000 for general tax and financing advice for a 12-month term commencing January 1, 2001 through December 31, 2001.
2. Authorize payment to Sherman & Howard for \$9,993.74 for services rendered in connection with the Sun Microsystems Ice Arena, Heritage Golf Course and Private Activity Bond matters.

Background Information

As City Council is aware, over the years, the City has established a particularly positive relationship with Mr. Dee Wisor of Sherman & Howard. City Staff and the City Attorney's Office believe that the City has greatly benefited through the expertise and knowledge Mr. Wisor has brought to the various financings in which he has been involved, resulting in substantial, hard-dollar savings in terms of interest rate savings and cost of issuance. Mr. Wisor's knowledge of the City has significantly streamlined the timetable for getting some of the more time-sensitive financings accomplished. In addition, some of the projects that the City has tax-exempt financed required significant creativity in order to bring them into compliance under the tax laws. The Westin Conference Center is a good example. From time to time, we have also received the advice and counsel of Mr. Wisor's partner, Mr. Jim Lane, who is an expert on the tax-exempt regulations of the Internal Revenue Code. Mr. Lane has been previously involved with advising the City in connection with a random audit of one of our industrial development bond issues, as well as the sale of advertising space at the Ice Centre. Staff is recommending that the City Council authorize the City Manager to execute a legal services agreement with Sherman & Howard for general tax and financing advice when needed for special matters that are not part of an overall financing project.

Staff is also requesting the authorization of payment to Sherman & Howard for \$9,993.74 for analyzing the tax aspects of the naming rights for the Ice Centre, reviewing the tax aspects of the proposed management contract for the Heritage Golf Course and advising City Staff and assisting and preparing the necessary resolution to meet the state deadlines for preserving the City's private activity bond for carrying over the City's private activity bond volume cap.

Respectfully submitted,

William M. Christopher
City Manager

Summary of Proceedings

Summary of proceedings of the regular City of Westminster City Council meeting of Monday, January 8, 2000.

Present at roll call were Mayor Heil, Mayor Pro Tem Dixon and Councillors Atchison, Hicks, Kauffman, Merkel and Moss. Absent none.

The minutes of the December 18, 2000 Council meeting were approved with no additions or corrections.

Council appointed Hereford Percy, Tim Wiens, Richard Rush, Karen Scheuerman, Anthony Lombard and Mayor Nancy Heil as directors of the Westminster Legacy Foundation. Appointed Jerry Cunningham and Bob Belote as regular members and Susan Smith as an alternate member of the Transportation Commission.

Council approved the following: 2001 Sealcoat project to A-1 Chipseal for \$700,000; Purchase of 8 Malibu sedans from Daniels Chevrolet for \$106,118; Alternative surety procedures for Westmoor Business Park; Bond and special counsel to Sherman & Howard for \$19,000 and Kutak Rock as disclosure counsel for \$15,000; Fire Station 3 remodel contract to Fischer Construction for \$82,626; Big Dry Creek Construction Contract to TARCO for \$457,443.95 and engineering inspection services contract with The Sear-Brown Group for \$56,800; Landscape maintenance service contract to Schultz Industries for \$169,530; and Household hazardous waste pickup services to Curbside Inc in the amount of \$37,000.

The following Councillor's Bill was introduced on first reading:

A BILL FOR AN ORDINANCE INCREASING THE 2000 BUDGET OF THE GENERAL, WATER PORTION OF THE UTILITY AND GENERAL CAPITAL IMPROVEMENT FUNDS: Purpose: Appropriation of unanticipated additional revenues.

The following Resolution was adopted:

Resolution No. 1 making appointments to the Transportation Commission

At 7:25 P.M. the meeting was adjourned.

By order of the Westminster City Council
Michele Kelley, CMC, City Clerk

Published in the Westminster Window on January 18, 2001