



CITY COUNCIL AGENDA

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

Members of the audience are invited to speak at the Council meeting. Citizen Communication (Section 7) and Citizen Presentations (Section 12) are reserved for comments on any issues or items pertaining to City business except those for which a formal public hearing is scheduled under Section 10 when the Mayor will call for public testimony. Please limit comments to no more than 5 minutes duration except when addressing the City Council during Section 12 of the agenda.

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Consideration of Minutes of Preceding Meetings**
4. **Report of City Officials**
 - A. City Manager's Report
5. **City Council Comments**
6. **Presentations**
 - A. Proclamation re Parents Who Host, Lose the Most: Don't be a Party to Teenage Drinking Campaign
7. **Citizen Communication (5 minutes or less)**

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

8. **Consent Agenda**
 - A. Financial Report for February 2006
 - B. Purchase of a Utility Van
 - C. Roof Replacement Swim & Fitness Center
 - D. Assistance to Firefighters Grant
 - E. Adult Sports Officiating Services Contract Bid
 - F. Purchase of Sculpture for the Armed Forces Tribute Garden
 - G. 2006 Pavement Rehabilitation Project Bid
 - H. 2006 Striping and Pavement Marking Project Bid
 - I. IGA with UDFCD re Shaw Heights Tributary at Circle Drive
 - J. Second Reading CB No. 13 re CLUP Amendment re Park Centre Filing No. 1
 - K. Second Reading CB No. 14 re Parks, Recreation and Libraries Advisory Board
 - L. Second Reading CB No. 15 re Octagon Systems Corporation Business Assistance Package
9. **Appointments and Resignations**
10. **Public Hearings and Other New Business**
 - A. Public Hearing re Amendments to the Comprehensive Land Use Plan
 - B. Councillor's Bill No. 17 re Amendments to the Comprehensive Land Use Plan
 - C. Public Hearing re Annexation, CLUP Amendment and Zoning re Kalmar Property
 - D. Resolution No. 23 re Annexation Finding re Kalmar Property
 - E. Councillor's Bill No. 18 re Annexation re Kalmar Property
 - F. Councillor's Bill No. 19 re CLUP Amendment re Kalmar Property
 - G. Councillor's Bill No. 20 re Rezoning the Kalmar Property
 - H. Public Hearing re Annexation, CLUP Amendment and Zoning re Walnut Creek Property
 - I. Resolution No. 24 re Annexation Finding re Walnut Creek former Jeffco Schools R-1 Property
 - J. Councillor's Bill No. 21 re Annexation re Walnut Creek former Jeffco Schools R-1 Property
 - K. Councillor's Bill No. 22 re CLUP Amendment re Walnut Creek former Jeffco Schools R-1 Property
 - L. Councillor's Bill No. 23 re Rezoning the Walnut Creek former Jeffco Schools R-1 Property
 - M. Councillor's Bill No. 24 re Water and Wastewater Tap Fees
 - N. Councillor's Bill No. 25 re Lease Agreement for the former Slapshot Hockey Center

- 11. Old Business and Passage of Ordinances on Second Reading**
- 12. Citizen Presentations (longer than 5 minutes), Miscellaneous Business, and Executive Session**
 - A. City Council
- 13. Adjournment**

GENERAL PUBLIC HEARING PROCEDURES ON LAND USE MATTERS

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

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE CITY COUNCIL MEETING
HELD ON MONDAY, MARCH 27, 2006 AT 7:00 P.M.

PLEDGE OF ALLEGIANCE

Mayor McNally called on Jake Buchtel of Boy Scout Troop 767 to lead the Council, staff, and audience in the Pledge of Allegiance.

ROLL CALL

Mayor McNally and Councillors Dittman, Kaiser, Lindsey, Major, and Price were present at roll call. Mayor Pro Tem Kauffman was absent and excused. J. Brent McFall, City Manager, Martin McCullough, City Attorney, and Linda Yeager, City Clerk, also were present.

CONSIDERATION OF MINUTES

Councillor Major moved, seconded by Dittman, to approve the minutes of the regular meeting of March 13, 2006. The motion passed unanimously.

CITY MANAGER'S REPORT

Mr. McFall reported on the successes of the Fire Chief's Ale and of the Westminster Legacy Foundation fundraising events held recently at the Rock Bottom Brewery and the Bonefish Grill, respectively.

CITY COUNCIL COMMENTS

Councillor Price reported that the North Metro Arts Alliance "Stars on Parade" had been successful.

Mayor McNally reported that she and Councillor Lindsey had attended the Metro Mayors and Commissioners Youth Award ceremonies where they heard the heartwarming stories of area youth who were battling to overcome a piece of their life and move on. Participants included two recovering cancer victims from Westminster.

Councillor Dittman brought attention to the art of high school students currently displayed in the City Hall Lobby and urged everyone to view the multitude of pieces.

Councillor Major reported having observed a staged emergency incident that the Police Department had conducted at Standley Lake High School as a training exercise.

PROCLAMATION

On behalf of the Mayor and City Council, Councillor Kaiser read a proclamation in support of the "Parents Who Host, Lose the Most: Don't Be a Party to Teenage Drinking" campaign. Timing for the campaign mirrored the approach of area proms and graduation parties to not only remind residents that it was illegal to provide alcohol to any person under the age of 21, but also to emphasize that this dangerous practice could lead to tragedy. Accepting the proclamation were George Hovorka, Skeet Hartman, and Eleanor Scott, organizers of this awareness effort that would kickoff of March 30 with a Town Hall meeting themed "Start Talking Before They Start Drinking" at the Community Senior Center.

CONSENT AGENDA

It was moved by Councillor Dittman and seconded by Councillor Price to remove from the consent agenda the second reading of Councillor's Bill No. 14 regarding the creation of a Parks, Recreation and Libraries Advisory Board. The motion passed unanimously.

The following items were submitted for Council's consideration on the consent agenda, as modified: February 2006 Financial Report; award of the bid for a replacement utility van to the low bidder, Transwest Trucks, for a Freightliner chassis and an Utilimaster body in the amount of \$58,585; authorize the City Manager to execute a \$82,790 contract with Alpine Roofing Company, Inc. for roof replacement at Swim & Fitness Center and authorize an additional \$10,000 contingency to the project; authorize submittal of a grant application to the United States Department of Homeland Security for 2006 Assistance to Firefighters; authorize the City Manager to execute a one-year contract, with a two-year renewal option, to Professional and Recreational Officials of Sports Inc. (P.R.O.S.) for officiating and related services in an amount not to exceed \$85,000 annually; approve the transfer and use of \$145,000 in the Community Enhancement Program budget to fund the purchase of the icon sculpture (grieving soldiers) for the Armed Forces Tribute Garden and authorize the City Manager to enter into contract with the Sullivan Sculpture Fund to commission the bronze sculpture; authorize the City Manager to sign a \$1,034,878 contract with the low bidder, Asphalt Specialties Company, for 2006 Pavement Rehabilitation Project and authorize a \$29,448 contingency; authorize the City Manager to sign a \$207,951 contract for the 2006 Striping and Pavement Marking Project with the low bidder, Colorado Strijpe Wright Ltd., and authorize a \$10,398 contingency; authorize the City Manager to sign an Intergovernmental Agreement with the Urban Drainage and Flood Control District for the design and construction of drainage improvements on the Shaw Heights Tributary between Circle Drive and Rotary Park; final passage of Councillor's Bill No. 13 approving the Comprehensive Land Use Plan (CLUP) amendment for the Park Centre Filing No. 1, Block 11, Lot 4 property changing the designation from Business Park to Retail/Commercial; and final passage of Councillor's Bill No 15 authorizing the City Manager to execute and implement the business assistance package with Octagon Systems Corporation.

Mayor McNally asked if any member of Council wished to remove any other item from the consent agenda for discussion purposes or separate vote. There was no request.

It was moved by Councillor Dittman and seconded by Major to approve the consent agenda as modified. The motion passed unanimously.

FINAL PASSAGE OF AMENDED COUNCILLOR'S BILL NO. 14

Mr. McCullough reviewed a recommended amendment to Councillor's Bill No. 14 creating a Parks, Recreation and Libraries Advisory Board by combining the Library Advisory and the Parks and Recreation Advisory Boards. Existing language in Section 2-1-1 (C) of the Westminster Municipal Code had been inadvertently omitted from the ordinance when adopted on first reading. The language needed to be preserved and had been inserted within the amended ordinance presented now for final adoption.

It was moved by Councillor Dittman, seconded by Councillor Price, to adopt on final passage Councillor's Bill No. 14, as amended, to create a Parks, Recreation and Libraries Advisory Board. At roll call, the motion passed unanimously.

PUBLIC HEARING ON AMENDMENTS TO THE COMPREHENSIVE LAND USE PLAN

At 7:22 p.m., Mayor McNally opened a public hearing to consider amendments to the Comprehensive Land Use Plan. David Falconieri of the Planning staff introduced the public hearing and reported background information. This hearing concerned an annual exercise undertaken by staff to ensure that land use designations within the plan were up to date and free of errors. There were 13 separate updates to consider, most of which were necessary because of recent open space purchases. After summarizing each amendment and the Code's criteria for change, Mr. Falconieri entered the agenda memorandum and attendant documents into the record and informed Council that this hearing had been advertised in the *Westminster Window* and the properties had been posted to notify the public of each proposed change.

Mayor McNally invited public comment, but no one wished to speak. Mr. Falconieri said that the Planning Commission had reviewed this proposal and had voted to recommend approval. The hearing closed at 7:25 p.m.

COUNCILLOR'S BILL NO. 17 RE CLUP AMENDMENTS

Based on a finding that the proposed amendments would be in the public good, that there was justification for the proposed changes and the Plan was in need of revision as proposed; that the amendment was in conformance with the overall purpose and intent and the goals and policies of the Plan; that the proposed amendments were compatible with existing and planned surrounding land uses; and that the proposed amendments would not result in excessive detrimental impacts to the City's existing or planned infrastructure systems, Councillor Major moved to pass on first reading Councillor's Bill No. 17 to approve the Comprehensive Land Use Plan amendments as proposed. Councillor Price seconded the motion, and it passed unanimously at roll call.

PUBLIC HEARING ON KALMAR PROPERTY ANNEXATION, CLUP AMENDMENT, AND REZONING

At 7:27 p.m., a hearing was opened to consider the annexation, a Comprehensive Land Use Plan (CLUP) amendment, and the rezoning of the Kalmar property located at 9505 Teller Street. David Falconieri presented background information, noting that the property contained two lots on 1 acre. The applicant wished to annex and re-subdivide the two lots to accommodate two homes. Mr. Falconieri entered into the record the agenda memorandum and associated documentation. Notice of this hearing had been published in the *Westminster Window*, posted on the property, and mailed to property owners within 300 feet of the property.

Americus Kalmar, 9505 Teller Street and the owner, spoke in favor of the application. No others testified. Mr. Falconieri added that the Planning Commission had reviewed this proposal and recommended approval. The hearing was closed at 7:30 p.m.

RESOLUTION NO. 23 MAKING FINDINGS CONCERNING ANNEXATION OF KALMAR PROPERTY

Councillor Lindsey moved to adopt Resolution No. 23 making certain findings of fact relative to the annexation of the Kalmar property as required under §31-12-110, C.R.S. Councillor Major seconded the motion, and it passed unanimously at roll call vote.

COUNCILLOR'S BILL NO. 18 ANNEXING THE KALMAR PROPERTY

Councillor Lindsey moved, seconded by Dittman to pass Councillor's Bill No. 18 on first reading annexing the Kalmar property to the City. At roll call, the motion passed unanimously.

COUNCILLOR'S BILL NO. 19 RE KALMAR PROPERTY CLUP AMENDMENT

It was moved by Councillor Lindsey and seconded by Councillor Major to pass Councillor's Bill No. 19 on first reading amending the Comprehensive Land Use Plan to change the designation of the Kalmar property from Northeast Comprehensive Development Plan to R-2.5 Residential. This recommendation was based on a finding that the proposed amendment would be in the public good, and that there was justification for the proposed change and the Plan was in need of revision as proposed; the proposed amendment was in conformance with the overall purpose and intent and the goals and policies of the Plan; the proposed amendment was compatible with existing and planned surrounding land uses; and the proposed amendment would not result in excessive detrimental impacts to the City's existing or planned infrastructure systems. At roll call, the motion passed with all Council members voting affirmatively.

COUNCILLOR'S BILL NO. 20 REZONING THE KALMAR PROPERTY

Councillor Lindsey moved to pass on first reading Councillor's Bill No. 20 rezoning the Kalmar property from A-1 (Jefferson County) to RE (One-Family Residential District) based on the finding that the provisions of Section 11-5-3 of the Westminster Municipal Code had been met. Councillor Major seconded the motion, and it passed unanimously on roll call vote.

PUBLIC HEARING ON WALNUT CREEK OPEN SPACE ANNEXATION, CLUP AMENDMENT, REZONING

The Mayor opened a hearing at 7:32 p.m. to consider the annexation, Comprehensive Land Use Plan amendment, and zoning of the Walnut Creek (former Jeffco Schools R-1) property. Mr. Falconieri presented background information. The property was located between Union Way and Tabor Court on the west and east, and north of the Church Ditch right-of-way, generally within the Walnut Creek subdivision. The City acquired the near 11.9-acre parcel in a land exchange with Jefferson County R-1 Schools as an addition to the Westminster Hills Open Space area. Mr. Falconieri entered the agenda memorandum and associated documents into the record and stated that notice of this hearing had been published in the local newspaper, the property had been posted, and neighboring property owners within 300 feet had been mailed notification concerning this proposal.

Mayor McNally invited public testimony, but no one wished to speak. Mr. Falconieri added that the Planning Commission had reviewed the application and recommended approval. The Mayor closed the hearing at 7:38 p.m.

RESOLUTION NO. 24 MAKING CERTAIN FINDINGS RE WALNUT CREEK ANNEXATION

It was moved by Councillor Dittman, seconded by Councillor Price, to adopt Resolution No. 23 making certain findings of fact relative to the Walnut Creek annexation as required under §31-12-110, C.R.S. At roll call vote, the motion passed with all Council members voting affirmatively.

COUNCILLOR'S BILL NO. 21 ANNEXING THE WALNUT CREEK PROPERTY

Upon a motion by Councillor Dittman, seconded by Councillor Major, the Council voted unanimously at roll call to adopt Councillor's Bill No. 21 on first reading annexing the Walnut Creek (former Jeffco Schools R-1) property to the City.

COUNCILLOR'S BILL NO. 22 RE WALNUT CREEK CLUP AMENDMENT

It was moved by Councillor Dittman and seconded by Councillor Major to pass on first reading Councillor's Bill No. 22 amending the Comprehensive Land Use Plan adding the Walnut Creek R-1 property and assigning the designation of City Owned Open Space. This recommendation was based on a finding that the proposed amendment would be in the public good, and that there was justification for the proposed change and the Plan was in need of revision as proposed; the proposed amendment was in conformance with the overall purpose and intent and the goals and policies of the Plan; the proposed amendment was compatible with existing and planned surrounding land uses; and the proposed amendment would not result in excessive detrimental impacts to the City's existing or planned infrastructure systems. At roll call, the motion passed with all Council members voting affirmatively.

COUNCILLOR'S BILL NO. 23 REZONING THE WALNUT CREEK PROPERTY

It was moved by Councillor Dittman and seconded by Councillor Price to pass Councillor's Bill No. 23 on first reading to rezone the Walnut Creek (former Jeffco Schools R-1) property from A-1 (Jefferson County) to O-1 (Open). The action was based on the finding that the provisions of Section 11-5-3 of the Westminster Municipal Code had been met. The motion passed unanimously on roll call vote.

COUNCILLOR'S BILL NO. 24 RE WATER AND WASTEWATER TAP FEE INCREASES

It was moved by Councillor Major and seconded by Councillor Price to pass Councillor's Bill No. 24 on first reading increasing water and wastewater tap fees to reflect the current value of the City's water and wastewater systems. At roll call, the motion passed unanimously.

COUNCILLOR’S BILL NO. 25 RE HOCKEY CENTER LEASE AGREEMENT

Upon a motion by Councillor Price, seconded by Councillor Major, the Council voted unanimously on roll call vote to pass Councillor’s Bill No. 25 on first reading approving a lease agreement between the City, Hyland Hills Recreational Facilities Enterprise, and Rocky Mountain Sports Training, Inc.

CITIZEN PRESENTATION

Jan Oddson, 8101 Tennyson Street, explained that she was in violation of Westminster Municipal Code because graffiti on her vinyl fence had not been removed since being tagged for the fourth time. The fence material had been damaged each time graffiti was removed previously, and she was no longer physically or financially able to remove it. Mr. McFall understood Ms. Oddson’s frustration, noting that it was a burden to the City to repeatedly remove graffiti from public property, too. He would follow-up.

ADJOURNMENT:

There was no further business to come before City Council, and the meeting adjourned at 7:47 p.m.

ATTEST:

City Clerk

Mayor



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
March 27, 2006



SUBJECT: Proclamation re Parents Who Host, Lose the Most: Don't Be a Party to Teenage Drinking Campaign

Prepared By: Linda Yeager, City Clerk

Recommended City Council Action

Proclaim March 30, 2006, as the kickoff date for "Parents Who Host, Lose The Most: Don't be a Party to Teenage Drinking" Campaign.

Summary Statement

- The City is asked to join the Westminster Area Community Awareness Action Team, local schools, churches, and area businesses in recognizing the risks that underage drinking poses to the youth of the community and in urging residents to discourage this illegal and unhealthy practice.
- The focus of this campaign is to raise community awareness of the dangerous consequences associated with providing alcohol to individuals below the legal drinking age of 21.
- George Hovorka, Chairman of the Building a Community Without Drugs Coalition, and other members of the coalition will be present to accept this proclamation from Councillor Mark Kaiser.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

None identified

Alternative

None identified

Background Information

The Westminster Community Awareness Action Team’s Drug Free Communities Coalition is launching a public awareness campaign to inform parents and other adults about the legal ramifications and the health and safety risks of serving alcohol to youth or allowing that practice.

It is no coincidence that the timing of this campaign mirrors the approach of area proms and graduation parties—significant events in the lives of young people. Residents are urged to host lively alcohol-free parties with plenty of fun activities for everyone and are reminded that it is not only against the law in Colorado to serve alcohol to any person under the age of 21, but also a dangerous practice that can lead to tragedy.

The campaign will begin on March 30 with a kickoff Town Hall meeting themed “Start Talking Before They Start Drinking” from 6:30 to 8:00 p.m. at the Community Senior Center. Attendees at this event will learn the risks of underage drinking.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

WHEREAS, adults who provide alcohol to those below the legal drinking age of 21 are placing those youth at risk for health, safety and legal problems; and

WHEREAS, alcohol use by young people is dangerous, not only because of the risks associated with acute impairment, but also because of the threat to their long-term development and well-being; and

WHEREAS, it is illegal to serve alcohol to any person under 21, with limited exceptions (Colorado Revised Statutes 12-47-901 and 18-13-122); and

WHEREAS, anyone found guilty of providing alcohol to an person under 21 can prosecuted and jailed and/or fined and face a suspension of their driver's license for a period of not less than six months; and

WHEREAS, adults have the authority and responsibility to our youth to provide them with alternative opportunities by creating alcohol-free activities; and

WHEREAS, the Building a Community Without Drugs Coalition, with permission from the Drug-Free Action Alliance of Ohio through the "Parents Who Host, Lose The Most: Don't be a party to teenage drinking" campaign provides the educational materials to raise community awareness regarding this illegal and unhealthy practice; and

WHEREAS, the community must take responsibility to give children and teens the clear message that there is no safe way to drink alcohol; and

WHEREAS, the City of Westminster encourages residents to refuse to provide alcoholic beverages to underage youth and to take the necessary steps to discourage the illegal and unhealthy practice, including the reporting of underage drinking by calling the local police.

NOW, THEREFORE, I, Nancy McNally, Mayor of the City of Westminster, Colorado, on behalf of the entire City Council and Staff, do hereby proclaim Thursday, March 30, 2006 to be the kickoff of the

**PARENTS WHO HOST, LOSE THE MOST:
DON'T BE A PARTY TO TEENAGE DRINKING CAMPAIGN**

and urge all residents of Westminster to refuse to provide alcoholic beverages to underage youth.

Signed this 27th day of March, 2006.

Nancy McNally, Mayor



**WESTMINSTER
COLORADO**

Agenda Memorandum

City Council Meeting
March 27, 2006



SUBJECT: Financial Report for February 2006
Prepared By: Tammy Hitchens, Finance Director

Recommended City Council Action

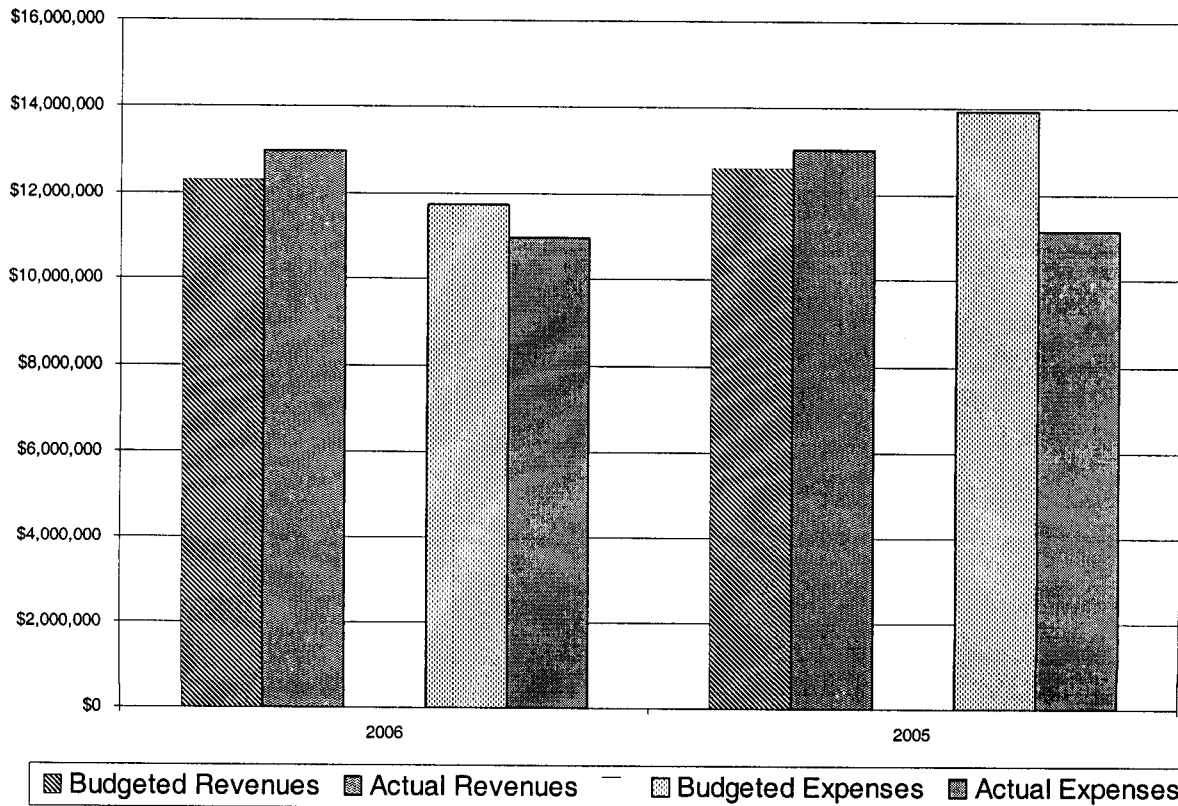
Accept the Financial Report for February as presented.

Summary Statement

City Council is requested to review and accept the attached monthly financial statement. The Shopping Center Report is also attached. Unless otherwise indicated, "budget" refers to the pro-rated budget. Revenues also include carryover where applicable. The revenues are pro-rated based on 10-year historical averages. Expenses are also pro-rated based on 4-year historical averages.

The General Fund revenues and carryover exceed expenditures by \$2,026,000. The following graph represents Budget vs. Actual for 2005 – 2006.

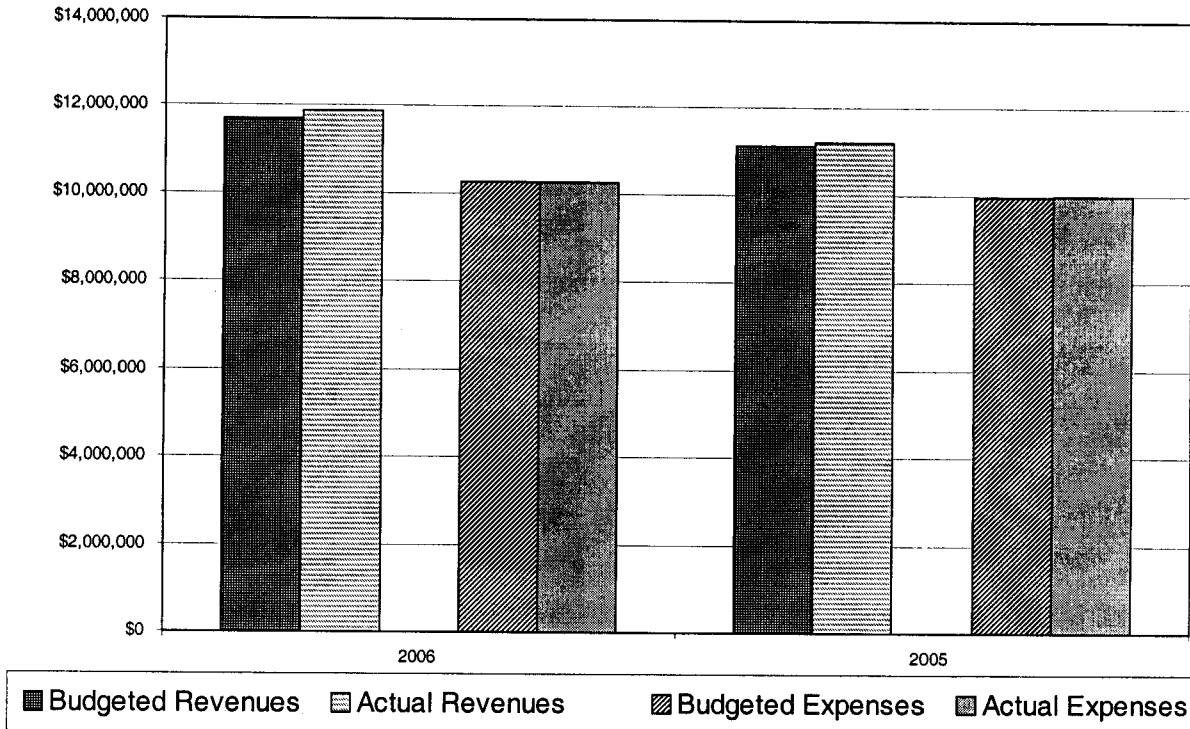
**General Fund
Budget vs Actual**



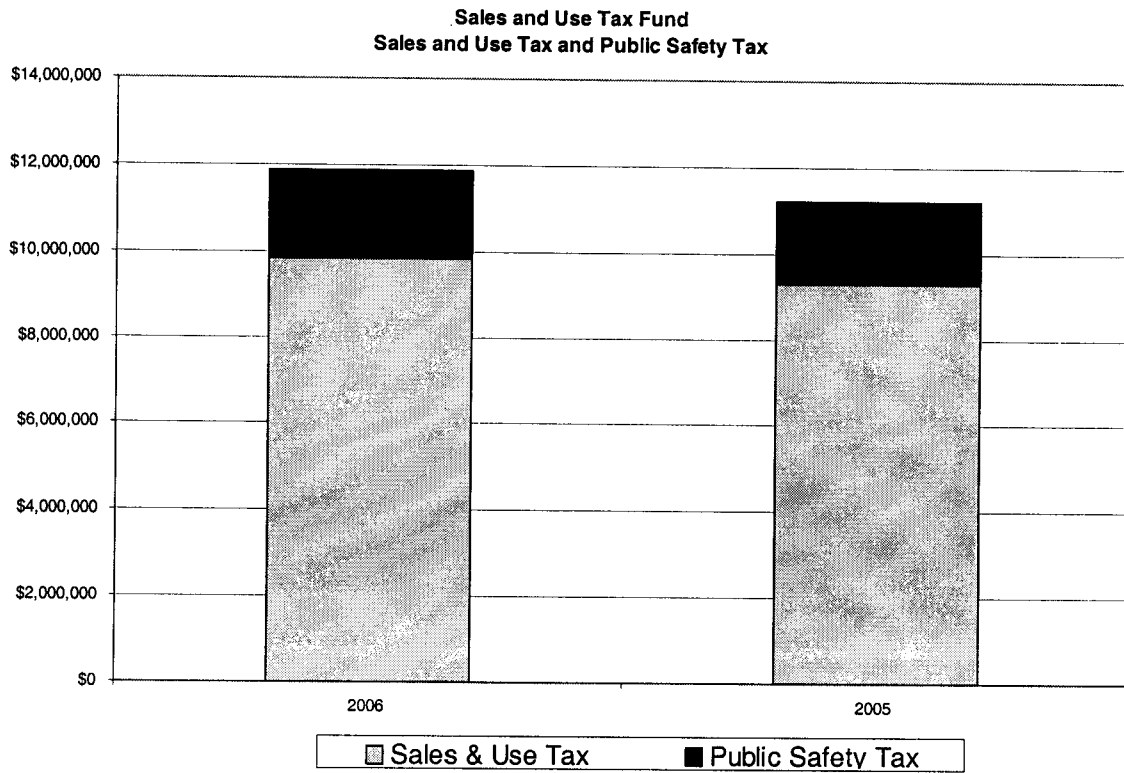
The Sales and Use Tax Fund's revenues and carryover exceed expenditures by \$1,636,000

- On a year-to-date basis, across the top 25 shopping centers, total sales & use tax receipts are up 1.4%. This includes Urban Renewal Area money that is not available for General Fund use. Without Urban Renewal money, total sales and use tax receipts are up 0.6%.
- The top 50 Sales Taxpayers, who represent about 63% of all collections, were up 7.2%. This includes Urban Renewal Area money that is not available for General Fund use.
- The Westminster Mall is down 2%.

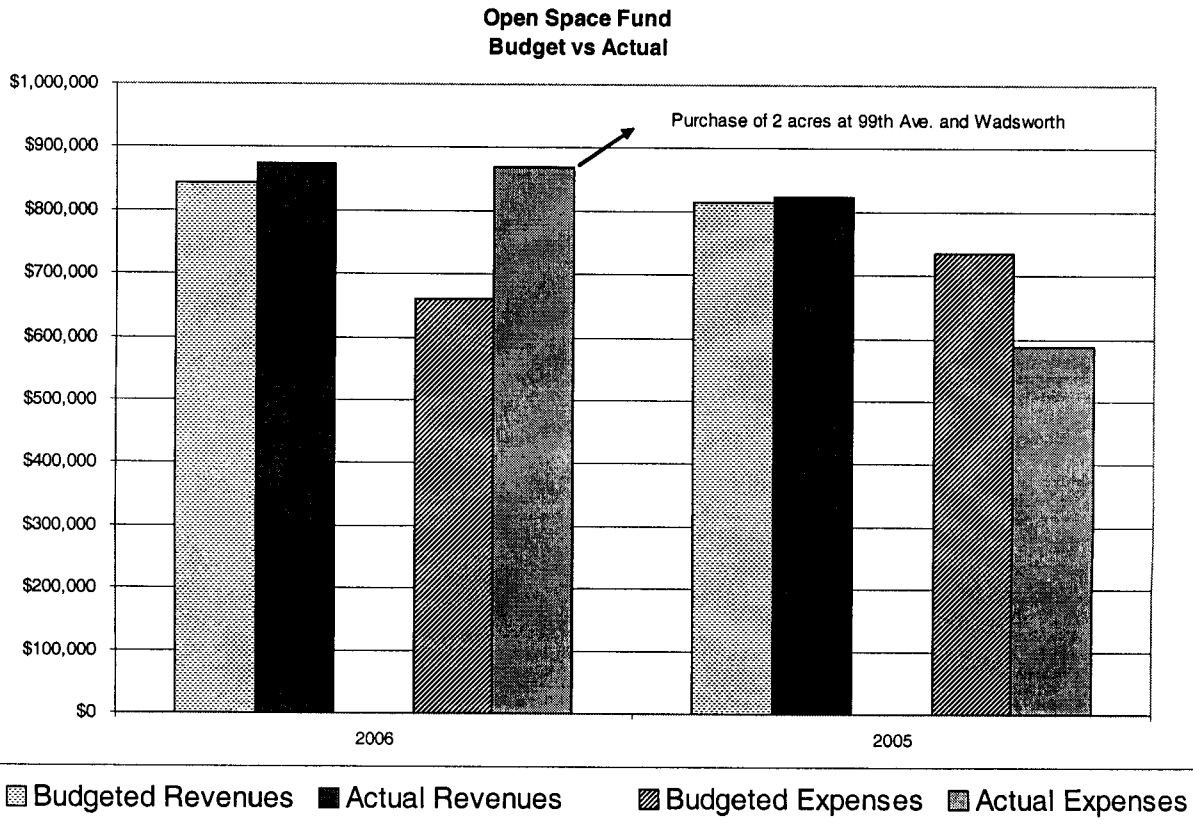
Sales & Use Tax Fund
Budget vs Actual



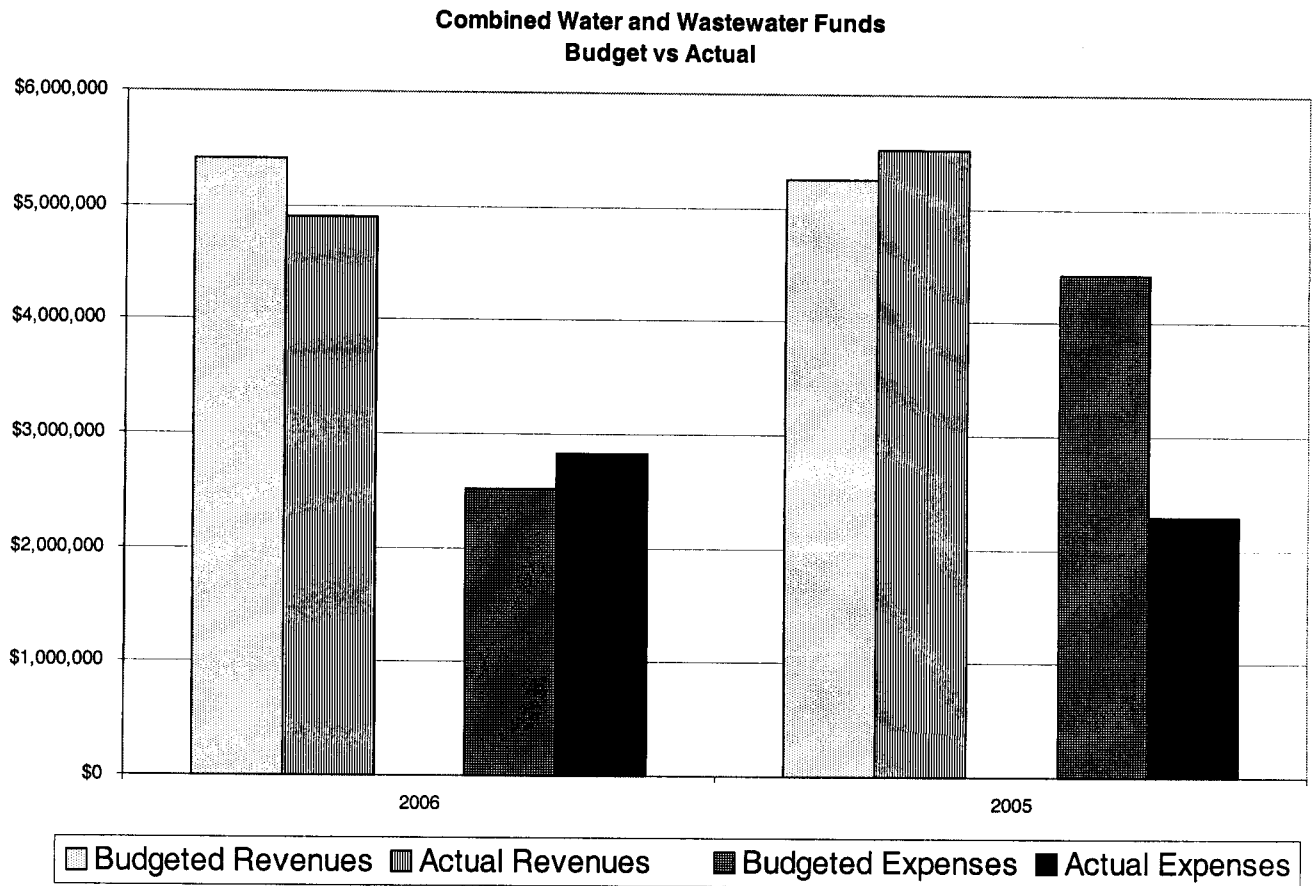
The graph below reflects the contribution of the Public Safety Tax to the overall Sales and Use Tax revenue.



The Open Space Fund revenues exceed expenditures by \$5,000. The Open Space Fund purchased 2 acres of Open Space land at 99th Ave. and Wadsworth in January.



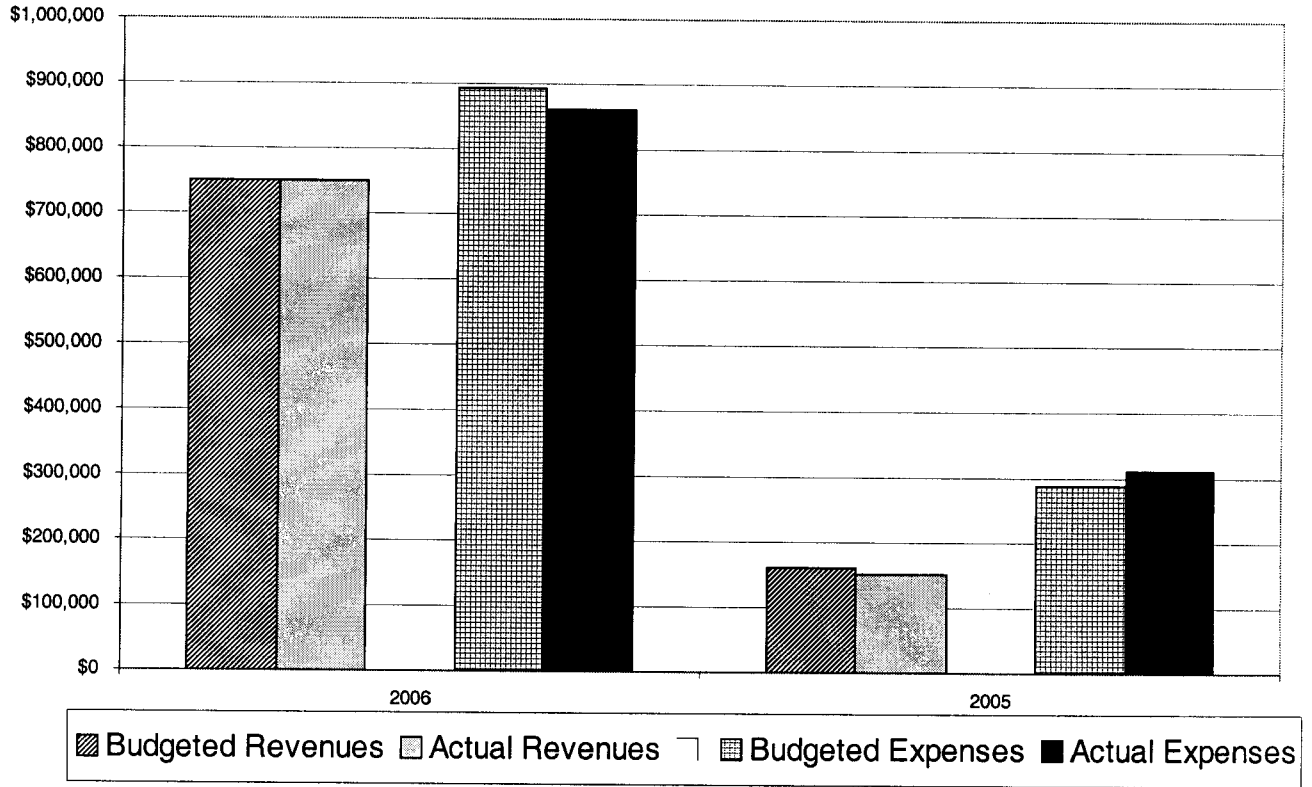
The combined Water & Wastewater Funds' revenues and carryover exceed expenses by \$2,066,000.



The variance between 2005 and 2006 budgeted expenses is due to a change in proration methods used to calculate the prorated budget. In 2005, the total budget was prorated by 1/12th for each month, and in 2006 the prorations are based on 4 year trend data. Actual expenses exceed budgeted expenses in 2006 mostly as a result of timing differences in operating payments as well as increased costs associated with employee benefits and capital outlay.

The combined Golf Course Funds' expenditures exceed revenues by \$113,000. The golf courses made a quarterly lease payment for golf carts and equipment in January. In addition, the 2006 Heritage figures include a lease purchase, for golf carts and maintenance equipment, of \$582,144.

**Golf Course Enterprise
Budget vs Actual**



Policy Issue

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

Alternative

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

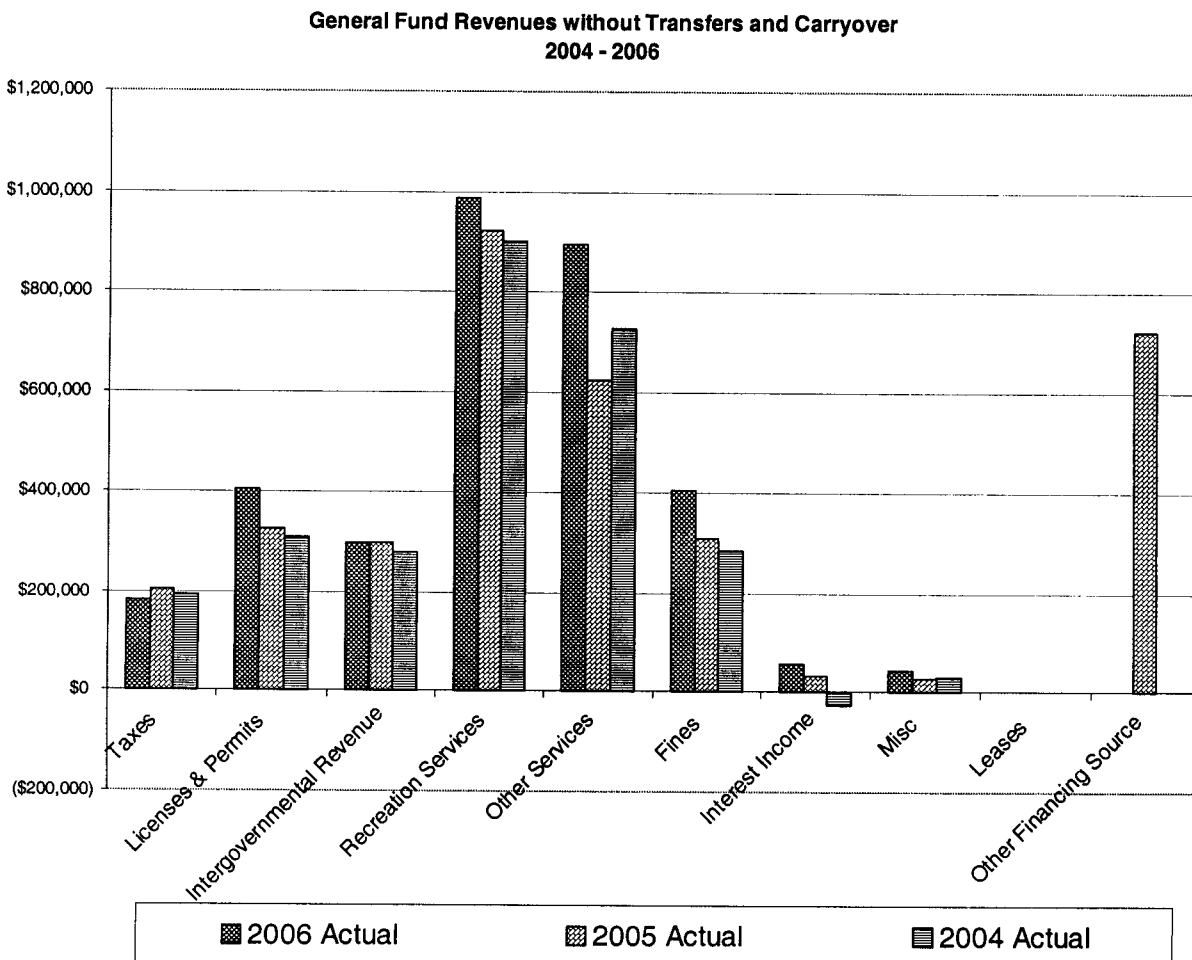
Background Information

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

General Fund

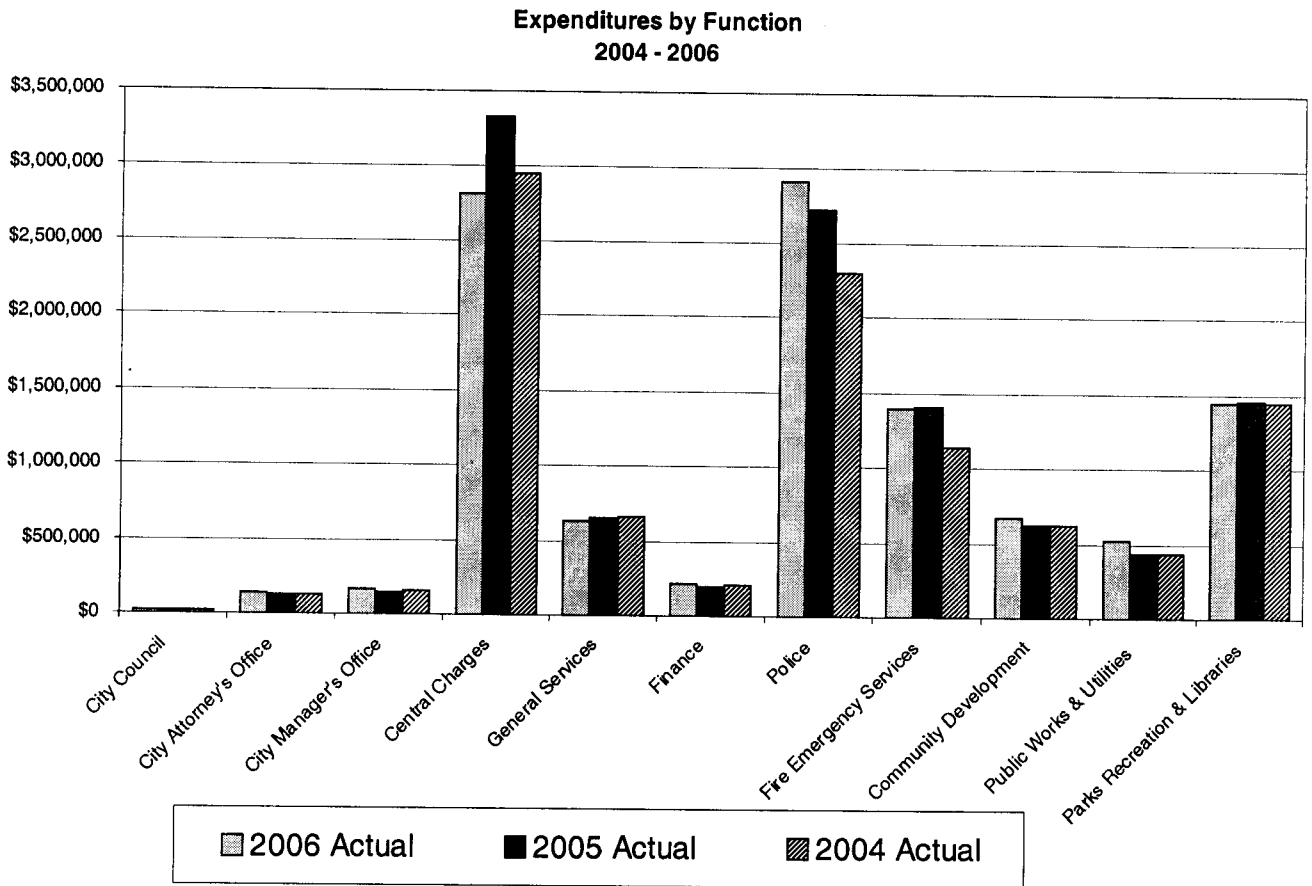
This fund reflects the results of the City’s operating departments: Police, Fire, Public Works (Streets, etc.), Parks Recreation and Libraries, Community Development, and the internal service functions; City Manager, City Attorney, Finance, and General Services.

The following chart represents the trend in actual revenues from 2004 – 2006 year-to-date. In 2004, there was negative interest income due to the reversal of an accounting entry made in 2003 as required by Governmental Accounting Standards Board, statement 31.



Other Financing Source reflects 2005 lease financing proceeds used to purchase City computers.

The following chart identifies where the City is focusing its resources. The chart shows year-to-date spending for 2004 - 2006.

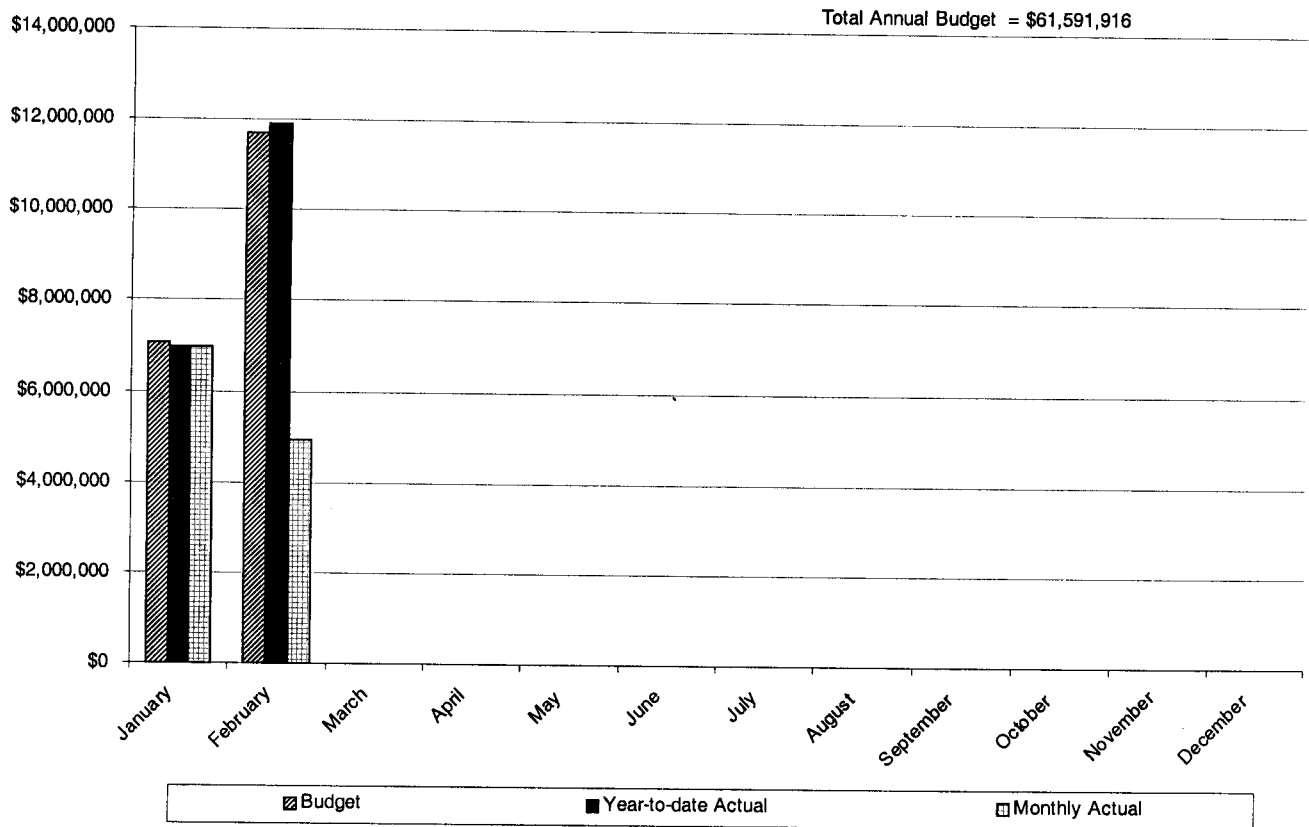


Sales and Use Tax Funds (Sales & Use Tax Fund and Open Space Sales & Use Tax Fund)

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

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

Sales & Use Tax

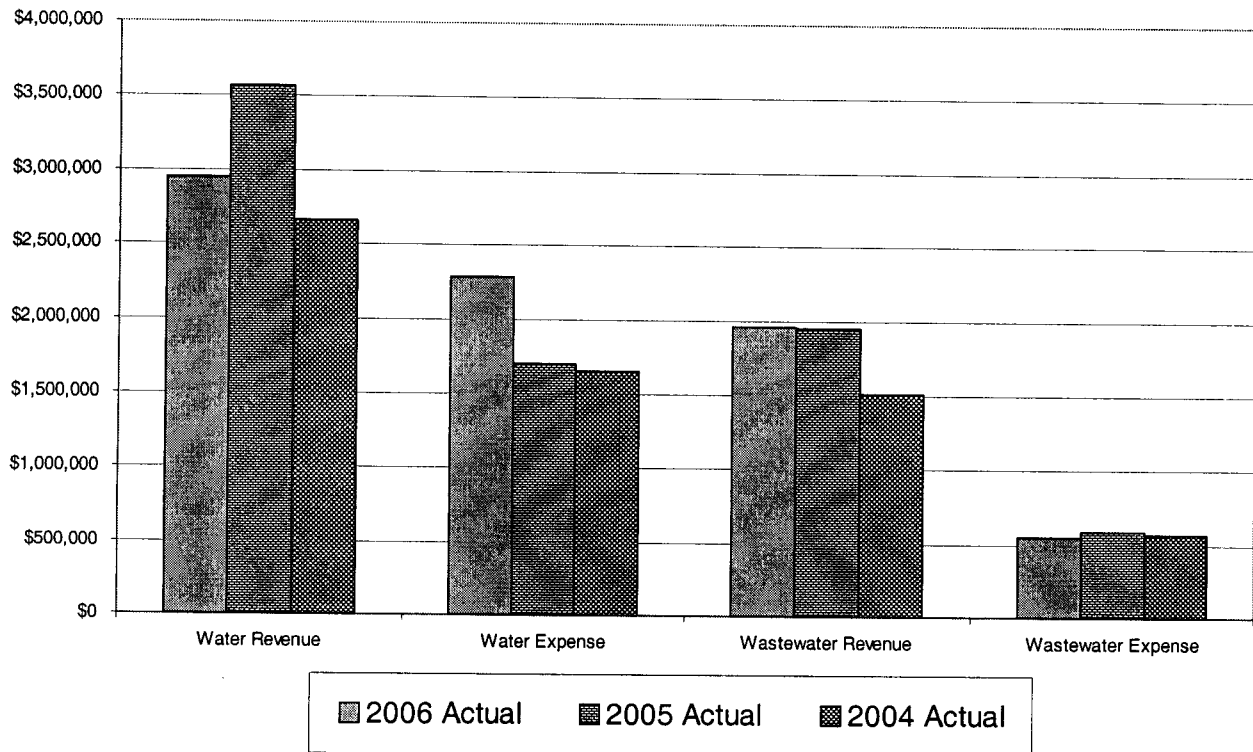


Water, Wastewater and Storm Water Drainage Funds (The Utility Enterprise)

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

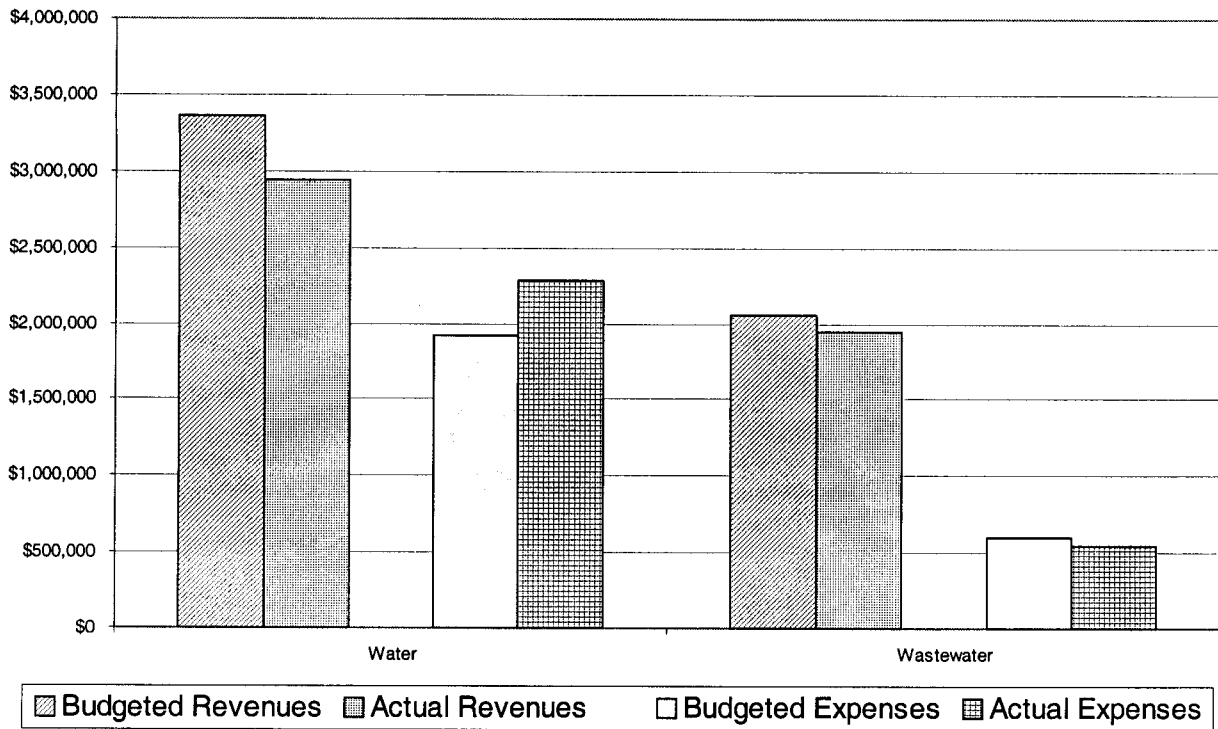
These graphs represent the segment information for the Water and Wastewater funds. In 2005, water tap fees were significantly higher at this time of year compared to 2006 and 2004.

**Water and Wastewater Funds
Revenue and Operating Expenses 2004-2006**



The Water expense variance between 2006 and prior years is mostly attributable to timing differences in operating payments as well as increased costs associated with employee benefits and capital outlay.

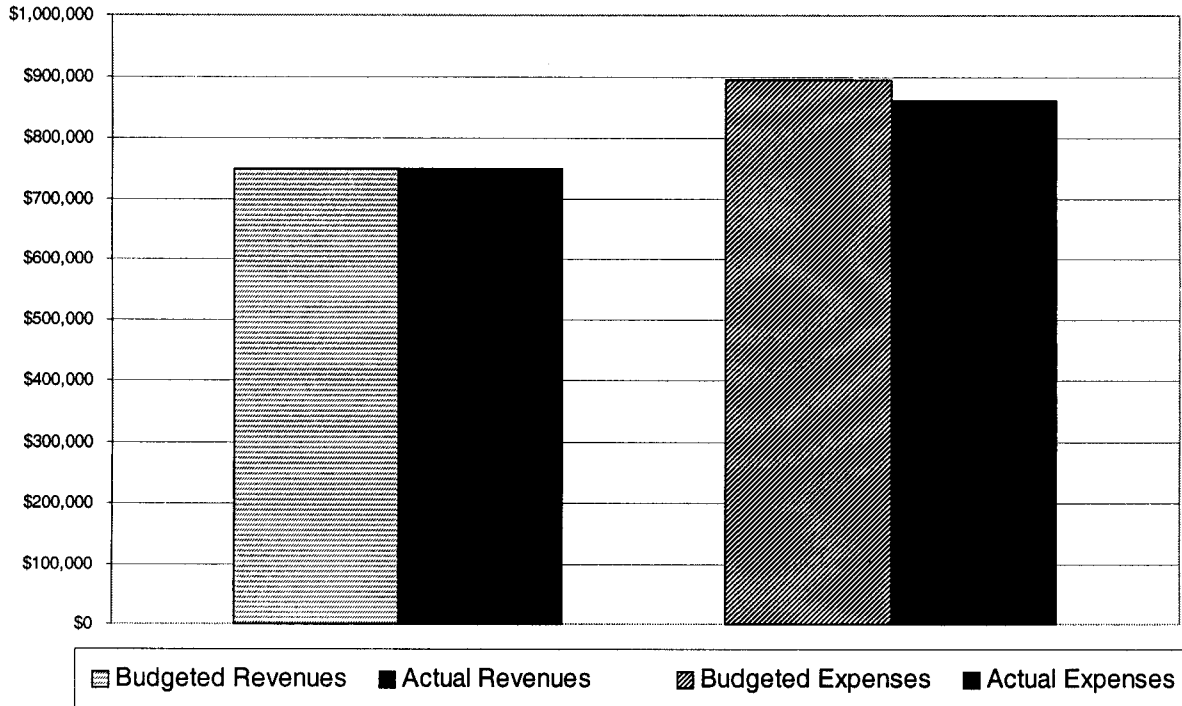
**Water and Wastewater Funds
Budget vs Actual**



Golf Course Enterprise (Legacy and Heritage Golf Courses)

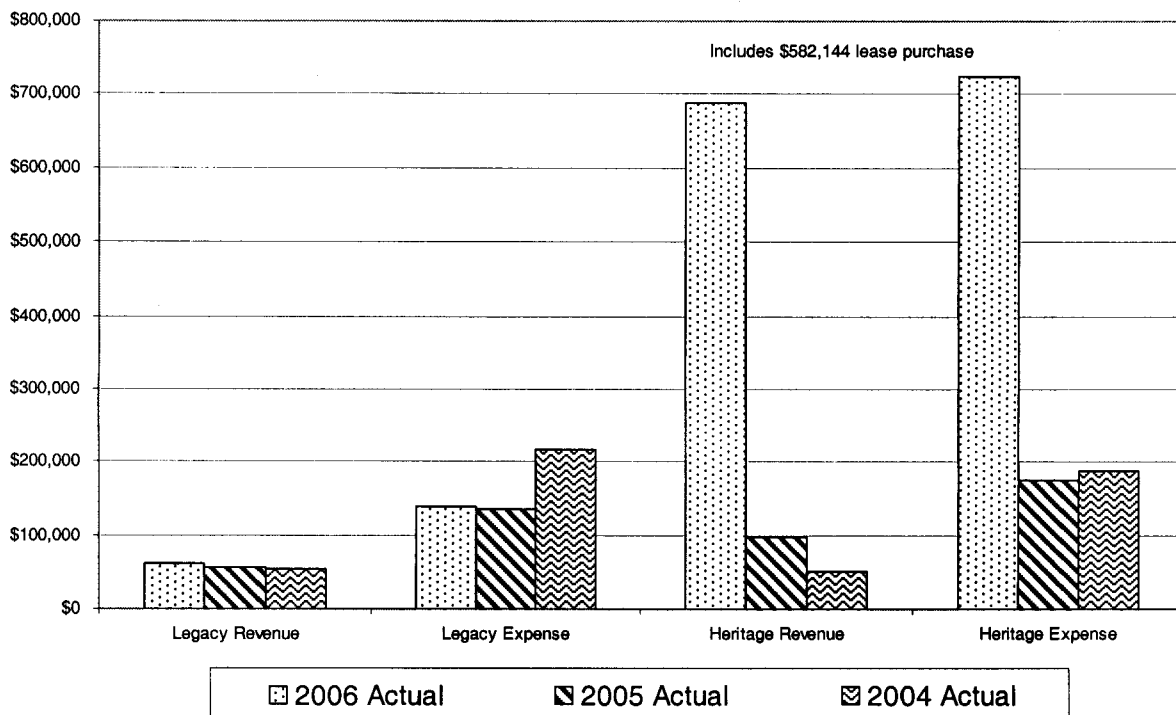
This enterprise reflects the operations of the City's two municipal golf courses. On October 11, 2004, City Council approved a four-point program to provide relief to the golf courses over the coming years.

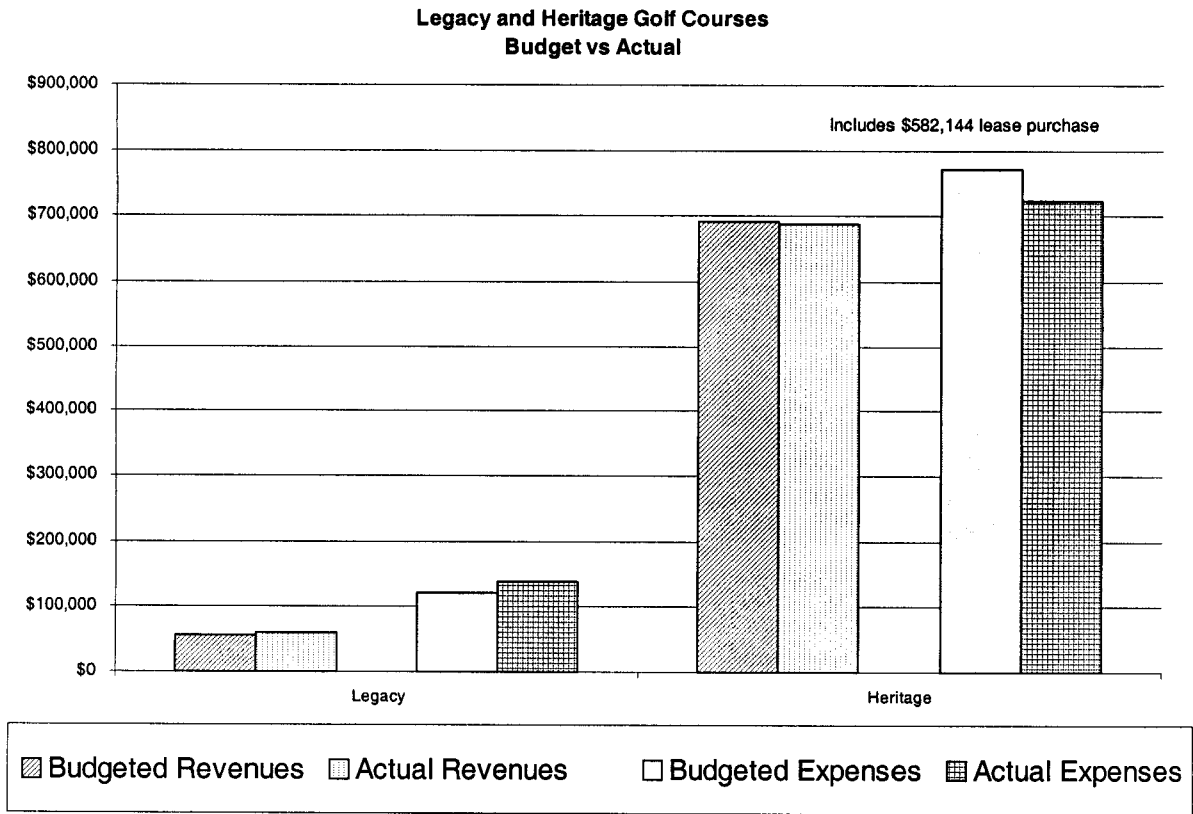
**Combined Golf Courses
Budget vs Actual**



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

**Legacy and Heritage Golf Courses
Revenue and Expenses 2004 - 2006**





Respectfully submitted,

J. Brent McFall
City Manager

Attachments

**City of Westminster
Financial Report
For the Two Months Ending February 28, 2006**

Description General Fund	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Revenues and Carryover						
Taxes	4,873,125	204,083		182,065	(22,018)	89.2%
Licenses & Permits	1,838,000	291,550		406,999	115,449	139.6%
Intergovernmental Revenue	4,835,000	285,950		299,967	14,017	104.9%
Charges for Services						
Recreation Services	5,324,515	644,247		987,180	342,933	153.2%
Other Services	6,510,500	800,615		896,782	96,167	112.0%
Fines	2,050,000	287,000		407,031	120,031	141.8%
Interest Income	300,000	50,000		58,071	8,071	116.1%
Misc	335,685	55,948		43,727	(12,221)	78.2%
Leases	1,175,000	-		-	-	N/A
Refunds	(70,000)	(11,667)		-	11,667	N/A
Interfund Transfers	58,224,502	9,704,084		9,704,084	-	100.0%
Sub-total Revenues	85,396,327	12,311,810		12,985,906	674,096	105.5%
Carryover	-	-		-	-	
Revenues and Carryover	85,396,327	12,311,810		12,985,906	674,096	105.5%
Expenditures						
City Council	205,023	28,703		23,665	(5,038)	82.4%
City Attorney's Office	910,716	140,250		139,823	(427)	99.7%
City Manager's Office	1,110,469	164,349		164,235	(114)	99.9%
Central Charges	21,933,857	3,509,417		2,813,347	(696,070)	80.2%
General Services	4,925,576	640,325		636,852	(3,473)	99.5%
Finance	1,719,784	223,572		214,984	(8,588)	96.2%
Police	19,280,446	2,892,067		2,913,400	21,333	100.7%
Fire Emergency Services	10,116,225	1,416,272		1,401,872	(14,400)	99.0%
Community Development	4,564,628	684,694		674,044	(10,650)	98.4%
Public Works & Utilities	7,298,804	583,904		525,449	(58,455)	90.0%
Parks, Recreation & Libraries	13,330,799	1,466,388		1,452,496	(13,892)	99.1%
Total Expenditures	85,396,327	11,749,941		10,960,167	(789,774)	93.3%
Revenues and Carryover						
Over(Under) Expenditures	-	561,869		2,025,739	1,463,870	

**City of Westminster
Financial Report
For the Two Months Ending February 28, 2006**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Sales and Use Tax Fund						
Revenues and Carryover						
Sales Tax						
Sales Tax Returns	40,333,940	8,431,193		8,368,026	(63,167)	99.3%
Sales Tx Audit Revenues	570,000	140,040		125,767	(14,273)	89.8%
S-T Rev. STX	<u>40,903,940</u>	<u>8,571,233</u>		<u>8,493,793</u>	<u>(77,440)</u>	<u>99.1%</u>
Use Tax						
Use Tax Returns	8,843,861	1,047,715		1,267,040	219,325	120.9%
Use Tax Audit Revenues	500,000	136,000		83,636	(52,364)	61.5%
S-T Rev. UTX	<u>9,343,861</u>	<u>1,183,715</u>		<u>1,350,676</u>	<u>166,961</u>	<u>114.1%</u>
Total STX and UTX	<u>50,247,801</u>	<u>9,754,948</u>		<u>9,844,469</u>	<u>89,521</u>	<u>100.9%</u>
Public Safety Tax						
PST Tax Returns	10,256,917	1,907,267		2,023,064	115,797	106.1%
PST Audit Returns	254,278	42,227		15,068	(27,159)	35.7%
Total Rev. PST	<u>10,511,195</u>	<u>1,949,494</u>		<u>2,038,132</u>	<u>88,638</u>	<u>104.5%</u>
Total Interest Income	95,000	15,833		19,161	3,328	121.0%
Carryover	737,920	-		-	(737,920)	0.0%
Total Revenues and Carryover	<u>61,591,916</u>	<u>11,720,275</u>		<u>11,901,762</u>	<u>181,487</u>	<u>101.5%</u>
Expenditures						
Central Charges	<u>61,591,916</u>	<u>10,265,319</u>		<u>10,265,319</u>	-	<u>100.0%</u>
Revenues and Carryover Over(Under) Expenditures	<u>-</u>	<u>1,454,956</u>		<u>1,636,443</u>	<u>181,487</u>	

**City of Westminster
Financial Report
For the Two Months Ending February 28, 2006**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Open Space Fund						
Revenues and Carryover						
Sales & Use Tax	4,538,535	838,524		863,561	25,037	103.0%
Interest Income	25,000	4,167		8,005	3,838	192.1%
Miscellaneous	-	-		2,016	2,016	N/A
Sub-total Revenues	<u>4,563,535</u>	<u>842,691</u>		<u>873,582</u>	<u>30,891</u>	<u>103.7%</u>
Carryover	-	-		-	-	
Total Revenues and Carryover	<u>4,563,535</u>	<u>842,691</u>		<u>873,582</u>	<u>30,891</u>	<u>103.7%</u>
Expenditures						
Central Charges	<u>4,563,535</u>	<u>661,166</u>		<u>869,060</u>	<u>207,894</u>	<u>131.4%</u>
Revenues and Carryover Over(Under) Expenditures	<u>-</u>	<u>181,525</u>		<u>4,522</u>	<u>(177,003)</u>	

**City of Westminster
Financial Report
For the Two Months Ending February 28, 2006**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Water and Wastewater Fund-Combined						
Revenues and Carryover						
License & Permits	75,000	12,500		13,680	1,180	109.4%
Charges for Services						
Rates and Charges	33,119,223	3,688,678		3,603,031	(85,647)	97.7%
Tap Fees	7,150,000	1,523,850		747,257	(776,593)	49.0%
Interest Income	1,525,000	142,450		495,021	352,571	347.5%
Miscellaneous	310,000	51,667		41,316	(10,351)	80.0%
Sub-total Water/Wastewater Revenues	<u>42,179,223</u>	<u>5,419,145</u>		<u>4,900,305</u>	<u>(518,840)</u>	<u>90.4%</u>
Carryover	-	-		-	-	N/A
Total Revenues and Carryover	<u>42,179,223</u>	<u>5,419,145</u>		<u>4,900,305</u>	<u>(518,840)</u>	<u>90.4%</u>
Expenditures						
Central Charges	13,018,061	853,884		934,925	81,041	109.5%
Finance	566,598	67,992		66,670	(1,322)	98.1%
Public Works & Utilities	18,223,579	1,270,473		1,423,500	153,027	112.0%
Information Technology	2,520,985	327,728		409,391	81,663	124.9%
Total Operating Expenses	<u>34,329,223</u>	<u>2,520,077</u>		<u>2,834,486</u>	<u>314,409</u>	<u>112.5%</u>
Revenues and Carryover Over(Under) Expenses (1)	<u>7,850,000</u>	<u>2,899,068</u>		<u>2,065,819</u>	<u>(833,249)</u>	

(1) \$7,850,000 budgeted for capital projects.

**City of Westminster
Financial Report
For the Two Months Ending February 28, 2006**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Water Fund						
Revenues and Carryover						
License & Permits	75,000	12,500		13,680	1,180	109.4%
Charges for Services						
Rates and Charges	23,210,392	2,117,689		2,089,681	(28,008)	98.7%
Tap Fees	5,200,000	1,100,250		502,859	(597,391)	45.7%
Interest Income	875,000	78,750		299,801	221,051	380.7%
Miscellaneous	300,000	50,000		41,316	(8,684)	82.6%
Sub-total Water Revenues	<u>29,660,392</u>	<u>3,359,189</u>		<u>2,947,337</u>	<u>(411,852)</u>	<u>87.7%</u>
Carryover	74,965	-		-	-	N/A
Total Revenues and Carryover	<u>29,735,357</u>	<u>3,359,189</u>		<u>2,947,337</u>	<u>(411,852)</u>	<u>87.7%</u>
Expenses						
Central Charges	10,591,356	635,481		670,960	35,479	105.6%
Finance	566,598	67,992		66,670	(1,322)	98.1%
Public Works & Utilities	12,170,038	890,917		1,137,932	247,015	127.7%
Information Technology	2,520,985	327,728		409,391	81,663	124.9%
Total Operating Expenses	<u>25,848,977</u>	<u>1,922,118</u>		<u>2,284,953</u>	<u>362,835</u>	<u>118.9%</u>
Revenues and Carryover Over(Under)						
Expenses	(1) <u>3,886,380</u>	<u>1,437,071</u>		<u>662,384</u>	<u>(774,687)</u>	

(1) \$3,886,380 budgeted for capital projects

**City of Westminster
Financial Report
For the Two Months Ending February 28, 2006**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Wastewater Fund						
Revenues and Carryover						
Charges for Services						
Rates and Charges	9,908,831	1,570,989		1,513,350	(57,639)	96.3%
Tap Fees	1,950,000	423,600		244,398	(179,202)	57.7%
Interest Income	650,000	63,700		195,220	131,520	306.5%
Miscellaneous	10,000	1,667		-	(1,667)	N/A
Sub-total Water Revenues	<u>12,518,831</u>	<u>2,059,956</u>		<u>1,952,968</u>	<u>(106,988)</u>	<u>94.8%</u>
Carryover	(74,965)	-		-	-	N/A
Total Revenues and Carryover	<u>12,443,866</u>	<u>2,059,956</u>		<u>1,952,968</u>	<u>(106,988)</u>	<u>94.8%</u>
Expenditures						
Central Charges	2,426,705	218,403		263,965	45,562	120.9%
Public Works & Utilities	6,053,541	379,556		285,568	(93,988)	75.2%
Total Operating Expenses	<u>8,480,246</u>	<u>597,959</u>		<u>549,533</u>	<u>(48,426)</u>	<u>91.9%</u>
Revenues and Carryover						
Over(Under) Expenses	(1) <u>3,963,620</u>	<u>1,461,997</u>		<u>1,403,435</u>	<u>(58,562)</u>	

(1) \$3,963,620 budgeted for capital projects

**City of Westminster
Financial Report
For the Two Months Ending February 28, 2006**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Storm Drainage Fund						
Revenues and Carryover						
Charges for Services	900,000	150,000		155,063	5,063	103.4%
Interest Income	-	-		16,450	16,450	N/A
Sub-total Storm Drainage Revenues	<u>900,000</u>	<u>150,000</u>		<u>171,513</u>	<u>21,513</u>	<u>114.3%</u>
Carryover	-	-		-	-	N/A
Total Revenues and Carryover	<u>900,000</u>	<u>150,000</u>		<u>171,513</u>	<u>21,513</u>	<u>114.3%</u>
Expenses						
Central Charges	-	-		14	14	N/A
Organization Support Services	97,373	-		-	-	N/A
PW&U Admin	<u>77,627</u>	<u>12,938</u>		<u>9,447</u>	<u>(3,491)</u>	<u>73.0%</u>
Total Expenses	<u>175,000</u>	<u>12,938</u>		<u>9,461</u>	<u>(3,477)</u>	<u>73.1%</u>
Revenues and Carryover Over(Under) Expenses	(1) <u>725,000</u>	<u>137,062</u>		<u>162,052</u>	<u>24,990</u>	

(1) \$725,000 budgeted for capital projects

**City of Westminster
Financial Report
For the Two Months Ending February 28, 2006**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Golf Courses Combined						
Revenues						
Charges for Services	3,058,567	119,902		119,966	64	100.1%
Interfund Transfers	285,000	47,500		47,500	-	100.0%
Other Financing Sources	582,144	582,144		582,144	-	100.0%
Total Revenues	3,925,711	749,546		749,610	64	100.0%
Expenses						
Central Charges	197,528	31,164		29,788	(1,376)	95.6%
Recreation Facilities	3,228,165	863,055		832,436	(30,619)	96.5%
Total Expenses	3,425,693	894,219		862,224	(31,995)	96.4%
Operating Income (Loss)	500,018	(144,673)		(112,614)	32,059	77.8%
Debt Service Expense	500,018	-		-	-	N/A
Revenues Over(Under) Expenditures	-	(144,673)		(112,614)	32,059	

**City of Westminster
Financial Report
For the Two Months Ending February 28, 2006**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Legacy Ridge Fund						
Revenues						
Charges for Services	1,346,849	56,568		60,781	4,213	107.4%
Total Revenues	<u>1,346,849</u>	<u>56,568</u>		<u>60,781</u>	<u>4,213</u>	<u>107.4%</u>
Expenses						
Central Charges	97,128	16,706		16,137	(569)	96.6%
Recreation Facilities	1,249,721	104,977		122,274	17,297	116.5%
Sub-Total Expenses	<u>1,346,849</u>	<u>121,683</u>		<u>138,411</u>	<u>16,728</u>	<u>113.7%</u>
Revenues Over(Under) Expenditures	<u>-</u>	<u>(65,115)</u>		<u>(77,630)</u>	<u>(12,515)</u>	

**City of Westminster
Financial Report
For the Two Months Ending February 28, 2006**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Heritage at Westmoor Fund						
Revenues						
Business Fees						
Charges for Services	1,711,718	63,334		59,185	(4,149)	93.4%
Interfund Transfers	285,000	47,500		47,500	-	100.0%
Other Financing Sources	582,144	582,144		582,144	-	0.0%
Total Revenues	2,578,862	692,978		688,829	(4,149)	99.4%
Expenses						
Central Charges	100,400	14,458		13,651	(807)	94.4%
Recreation Facilities	1,978,444	758,078		710,162	(47,916)	93.7%
Sub-Total Expenses	2,078,844	772,536		723,813	(48,723)	93.7%
Operating Income	500,018	(79,558)		(34,984)	44,574	44.0%
Debt Service Expense	500,018	-		-	-	N/A
Revenues Over(Under) Expenses	-	(79,558)		(34,984)	44,574	

CITY OF WESTMINSTER

GENERAL RECEIPTS BY CENTER - SUMMARY (CC) MONTH OF FEBRUARY 2006

Center Location Major Tenant	/----- Current Month -----/			/----- Last Year -----/			/--- %Change ---/		
	General Sales	General Use	Total	General Sales	General Use	Total Sales	Use	Total	
WESTFIELD SHOPPING CENTER NW CORNER 92ND & SHER WALMART	345,884	1,111	346,995	292,794	1,249	294,043	18	-11	18
WESTMINSTER MALL 88TH & SHERIDAN 5 DEPARTMENT STORES	296,597	4,302	300,899	315,013	2,510	317,523	-6	71	-5
CITY CENTER MARKETPLACE NE CORNER 92ND & SHERIDAN COMP USA/CIRCUIT CITY	206,871	302	207,173	224,286	273	224,560	-8	10	-8
NORTHWEST PLAZA SW CORNER 92 & HARLAN COSTCO	206,703	16	206,720	193,123	185	193,309	7	-91	7
BROOKHILL I & II N SIDE 88TH OTIS TO WADS HOME DEPOT	174,147	7,084	181,231	173,428	883	174,311	0	702	4
SHERIDAN CROSSING SE CORNER 120TH & SHER ALBERTSONS	165,066	2,402	167,468	128,879	5,533	134,412	28	-57	25
PROMENADE SOUTH/NORTH S/N SIDES OF CHURCH RANCH BLVD SHANE/AMC	98,686	15,145	113,831	108,217	14,835	123,052	-9	2	-7
SHOPS AT WALNUT CREEK 104TH & REED TARGET	98,087	685	98,772	71,978	338	72,316	36	103	37
NORTH PARK PLAZA SW CORNER 104TH & FEDERAL KING SOOPERS	79,679	329	80,008	83,037	77	83,113	-4	330	-4
VILLAGE AT THE MALL S SIDE 88TH DEPEW-HARLAN TOYS 'R US	77,386	1,445	78,832	60,746	10,670	71,415	27	-86	10
STANDLEY SHORES CENTER SW CORNER 100TH & WADS KING SOOPERS	68,945	108	69,053	68,371	27	68,398	1	299	1
OFFICE MAX CENTER SW CORNER 88TH & SHER GUITAR STORE	52,862	195	53,058	59,318	1,456	60,774	-11	-87	-13
WILLOW RUN 128TH & ZUNI SAFEWAY	51,918	314	52,232	54,364	2,153	56,518	-5	-85	-8
STANDLEY LAKE MARKETPLACE NE CORNER 99TH & WADSWORTH SAFEWAY	51,979	142	52,122	54,926	188	55,114	-5	-24	-5
WESTMINSTER PLAZA FEDERAL-IRVING 72ND-74TH	46,753	1,922	48,675	51,091	820	51,911	-8	135	-6

CITY OF WESTMINSTER

GENERAL RECEIPTS BY CENTER - SUMMARY (CC)
MONTH OF FEBRUARY 2006

Center Location Major Tenant	/----- Current Month -----/			/----- Last Year -----/			/--- %Change ---/		
	General Sales	General Use	Total	General Sales	General Use	Total Sales	Use	Total	
SAFEWAY VILLAGE AT PARK CENTRE NW CORNER 120TH & HURON CB & POTTS	45,357	229	45,586	41,717	258	41,976	9	-11	9
LUCENT/KAISER CORRIDOR 112-120 HURON - FEDERAL LUCENT TECHNOLOGY	8,564	32,453	41,017	10,820	45,188	56,008	-21	-28	-27
NORTHVIEW S SIDE 92ND YATES-SHER ALBERTSONS	39,300	343	39,643	16,358	92	16,450	140	271	141
HIDDEN LAKE NE CORNER 72 & SHERIDAN ALBERTSONS	33,160	753	33,912	8,580	38	8,619	286	1857	293
CHURCH RANCH CORPORATE CENTER CHURCH RANCH BOULEVARD ANDERSON AMOCO	15,580	17,291	32,871	11,738	519	12,257	33	3232	168
GREEN ACRES NORTH SIDE 112TH SHER-FED CONOCO/FRCC	29,228	652	29,880	33,115	402	33,517	-12	62	-11
MISSION COMMONS W SIDE WADSWORTH 88-90TH GATEWAY COMPUTERS	26,580	12	26,592	216,883	3,333	220,217	-88	-100	-88
ELWAY/DOUGLAS CORRIDOR NE CORNER 104TH & FED ELWAY MOTORS	23,783	327	24,110	15,202	1,000	16,202	56	-67	49
STANDLEY PLAZA SW CORNER 88TH & WADS WALGREENS	23,362	177	23,539	22,491	528	23,019	4	-66	2
WESTMINSTER SQUARE NW CORNER 74TH & FED ARC THRIFT STORE	22,639	520	23,159	21,238	749	21,987	7	-31	5
	2,289,117	88,260	2,377,377	2,337,716	93,305	2,431,021	-2	-5	-2

CITY OF WESTMINSTER

GENERAL RECEIPTS BY CENTER - SUMMARY YTD (CC) MONTH OF FEBRUARY 2006

Center Location Major Tenant	YTD 2006			YTD 2005			%Change		
	General Sales	General Use	Total	General Sales	General Use	Total Sales	Use	Total	
WESTMINSTER MALL 88TH & SHERIDAN 5 DEPARTMENT STORES	1,215,818	8,777	1,224,594	1,243,889	7,170	1,251,059	-2	22	-2
WESTFIELD SHOPPING CENTER NW CORNER 92ND & SHER WALMART	947,825	2,923	950,749	880,008	4,938	884,946	8	-41	7
CITY CENTER MARKETPLACE NE CORNER 92ND & SHERIDAN COMP USA/CIRCUIT CITY	560,329	1,290	561,620	585,404	1,133	586,537	-4	14	-4
NORTHWEST PLAZA SW CORNER 92 & HARLAN COSTCO	452,398	844	453,242	428,147	542	428,689	6	56	6
BROOKHILL I & II N SIDE 88TH OTIS TO WADS HOME DEPOT	422,036	9,054	431,090	426,556	2,441	428,996	-1	271	0
SHERIDAN CROSSING SE CORNER 120TH & SHER ALBERTSONS	389,879	3,638	393,516	357,105	14,542	371,647	9	-75	6
PROMENADE SOUTH/NORTH S/N SIDES OF CHURCH RANCH BLVD SHANE/AMC	290,550	34,816	325,365	283,406	36,543	319,949	3	-5	2
SHOPS AT WALNUT CREEK 104TH & REED TARGET	289,791	1,861	291,652	238,243	2,516	240,759	22	-26	21
VILLAGE AT THE MALL S SIDE 88TH DEPEW-HARLAN TOYS 'R US	258,230	2,490	260,720	195,676	12,122	207,798	32	-79	25
NORTH PARK PLAZA SW CORNER 104TH & FEDERAL KING SOOPERS	235,126	900	236,026	255,031	4,014	259,046	-8	-78	-9
STANDLEY SHORES CENTER SW CORNER 100TH & WADS KING SOOPERS	189,497	928	190,425	192,111	608	192,718	-1	53	-1
OFFICE MAX CENTER SW CORNER 88TH & SHER GUITAR STORE	127,716	661	128,376	146,818	1,874	148,692	-13	-65	-14
STANDLEY LAKE MARKETPLACE NE CORNER 99TH & WADSWORTH SAFEWAY	118,943	658	119,601	118,535	874	119,409	0	-25	0
WILLOW RUN 128TH & ZUNI SAFEWAY	113,427	844	114,271	113,497	6,259	119,756	0	-87	-5
WESTMINSTER PLAZA FEDERAL-IRVING 72ND-74TH	102,489	3,827	106,316	109,645	4,301	113,946	-7	-11	-7

CITY OF WESTMINSTER

GENERAL RECEIPTS BY CENTER - SUMMARY YTD (CC)
MONTH OF FEBRUARY 2006

Center Location Major Tenant	YTD 2006			YTD 2005			%Change		
	General Sales	General Use	Total	General Sales	General Use	Total Sales	Use	Total	
SAFEWAY BROOKHILL IV E SIDE WADS 90TH-92ND	91,307	379	91,687	101,358	1,634	102,992	-10	-77	-11
MEDIA PLAY VILLAGE AT PARK CENTRE NW CORNER 120TH & HURON CB & POTTS	87,391	1,571	88,963	85,688	1,612	87,300	2	-3	2
NORTHVIEW S SIDE 92ND YATES-SHER ALBERTSONS	78,057	676	78,733	63,058	655	63,713	24	3	24
MISSION COMMONS W SIDE WADSWORTH 88-90TH GATEWAY COMPUTERS	71,698	214	71,912	254,926	3,425	258,351	-72	-94	-72
HIDDEN LAKE NE CORNER 72 & SHERIDAN ALBERTSONS	64,339	921	65,260	49,377	330	49,707	30	179	31
ELWAY/DOUGLAS CORRIDOR NE CORNER 104TH & FED ELWAY MOTORS	54,751	1,154	55,904	42,057	1,738	43,796	30	-34	28
STANDLEY PLAZA SW CORNER 88TH & WADS WALGREENS	53,489	779	54,268	54,098	973	55,071	-1	-20	-1
WESTMINSTER SQUARE NW CORNER 74TH & FED ARC THRIFT STORE	53,403	1,612	55,015	50,657	5,032	55,689	5	-68	-1
LUCENT/KAISER CORRIDOR 112-120 HURON - FEDERAL LUCENT TECHNOLOGY	42,329	141,166	183,495	26,134	83,118	109,252	62	70	68
SUMMIT SQUARE NE CORNER 84TH & FED SAFEWAY	40,763	460	41,223	42,989	239	43,229	-5	92	-5
	6,351,581	222,443	6,574,024	6,344,411	198,634	6,543,045	0	12	0



Agenda Item 8 B

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
March 27, 2006



SUBJECT: Purchase of a Utility Van

Prepared By: Carl F. Pickett, Purchasing Officer

Recommended City Council Action

Award the bid for a replacement utility van to the low bidder, Transwest Trucks, for a Freightliner chassis and an Utilimaster body in the amount of \$58,585.

Summary

- City Council action is requested to award the City's Bid for a replacement utility van to the low bidder, Transwest Trucks.
- This vehicle will be used by the Utilities Division in the maintenance and repair of utility water lines.
- This expense was previously approved by City Council in the 2006 budget and the funds have been specifically allocated in the 2006 Utility Fund Budget.
- Once purchased, the vehicle will be fitted with an alternator, air compressor, and hydraulic power unit by the City's Fleet Division. The cost for this equipment will add another \$22,115 to the total cost of the van.

Expenditure Required: \$58,585

Source of Funds: Utility Fund – Utilities Division Operating Budget

Policy Issue

Should the City follow standard bidding procedures and accept the low qualified bid from Transwest Trucks?

Alternative

Do not purchase the proposed replacement vehicle in 2006. This is not recommended because this vehicle has a maintenance history that makes it impractical to keep it in regular service, based on Fleet Maintenance recommendations.

Background Information

As part of the 2006 budget, City Council approved the purchase of a replacement utility van for 2006. It will be utilized by the Utilities Division. This vehicle is used for the maintenance and repair of water pipelines and other utility facilities. The unit is used to provide lights, compressed air & hydraulic power to the repair crew during repair projects. Unit #9301 has reached a point that it is no longer economically reasonable to maintain it in service in its current condition. Information regarding this vehicle replacement is as follows:

UNIT #	YEAR	MAKE	MODEL	MILES	VEHICLE MAINTENANCE COSTS LIFE TO DATE (LTD)
9301	1994	GMC	Step Van	45,559	\$29,970.66

Sixty-one vendors were notified of this Invitation for Bid through the City’s internet bidding system. Five vendors downloaded the bid documents. Two vendors submitted a bid.

Vendor	Bid
Transwest Trucks w/Utilimaster	\$58,585
McCandless International Truck	\$64,379
Transwest Trucks w/ Morgan	\$60,700

All bidding requirements set by the City were fulfilled. The bid from Transwest Trucks meets all specifications and requirements set by the Invitation for Bid. The cost of the utility van, \$58,585, is within the amount previously authorized by City Council for this expense.

The present condition and maintenance history of this vehicle would make it impractical to continue to operate it in regular service based on Fleet Maintenance replacement recommendations. The replacement unit is a heavier duty, diesel-powered unit, with a longer anticipated lifespan. An additional \$40,000 is contained in the budget to outfit the unit with an alternator, air compressor & hydraulic power unit. Fleet staff has put together a quote to outfit the van in house for \$22,115, which is well below the budgeted amount.

Respectfully submitted,

J. Brent McFall
City Manager



**WESTMINSTER
COLORADO**

Agenda Memorandum

City Council Meeting
March 27, 2006



SUBJECT: Roof Replacement Swim & Fitness Center

Prepared By: Jerry Cinkosky, Facilities Manager

Recommended City Council Action

Authorize the City Manager to execute a contract with Alpine Roofing Company, Inc. in the amount of \$82,790 for roof replacement at Swim & Fitness Center and authorize an additional \$10,000 contingency to the project.

Summary Statement

- Over the past 10 years roof replacements for the Swim & Fitness Center have been completed on the majority of the facility. The remaining areas of the roof that have not been replaced are showing major deterioration and those areas began severely leaking during the heavy spring rain and snow storms in 2005.
- In early February, City staff contacted the roofing asset management firm of Garland Company. City staff had previously worked with this firm on the roof replacement project at City Park Recreation Center. Representatives from the Garland Company conducted an assessment of the Swim & Fitness Center roof and designed roofing specifications and criteria, obtained qualified roofing contractors, and assisted City staff with pre-bid meetings and contractor inspections of the roofing project.
- Requests for proposals were sent to three reputable firms that had completed successful projects for the City in the past. Staff is recommending awarding the roofing replacement project to Alpine Roofing. This recommendation is based on Alpine Roofing submittal of the lowest competitive bid price and the prior successful completion of similar roofing projects for the City.

Expenditure required: \$92,790

Source of Funds: General Capital Improvement Fund - Building Operations & Maintenance
Major Maintenance Project

Policy Issue

Should City Council award a contract to Alpine Roofing for replacement of the roof at Swim & Fitness Center?

Alternative

Do not proceed with roof replacement at Swim & Fitness Center. Staff is not recommending this action based on the age of the existing roof, inconvenience to the recreation center guests and the amount of operational dollars being spent on repairs.

Background Information

Over the past 10 years 75% of the Swim and Fitness Center total roof area has been replaced. This includes the entire area over the pool, racquetball courts, and the upstairs office and conference room areas.

In early 2005, during the heavy snow and rainy season the remaining 25% of the roof area that had not been replaced began to leak. Garland Roofing Consultants and inspectors were asked to assess the condition of the remaining roof areas that had not previously been replaced. The results of their inspections identified numerous areas where deteriorating conditions existed. The areas identified were over the entrance to the facility, lobby, cashiers area and both men's and women's locker rooms.

During 2005, the Building Operations & Maintenance Division spent \$8,400 on repairs and approximately 180 Staff hours pushing water off the roof to prevent damage to the interior of the facility. These repairs to both the roof membrane and interior ceilings have necessitated temporary closures and have created an obstacle course and hazard to citizens and staff members as they attempted to avoid pails placed throughout the facility to gather water dripping from the ceilings.

The bid results for the roof replacement are as follows:

CONTRACTOR	TYPE OF ROOF	BID AMOUNT
Alpine Roofing	Modified Bituminous	\$ 82,790
Colorado Moisture Control	Modified Bituminous	\$ 98,750
D&D Roofing	Modified Bituminous	\$106,894

Given the successful completion of the City Park Recreation Center roof replacement project and Alpine's submittal of the lowest bid, Staff is recommending Council's approval of a contract with Alpine Roofing for the Swim & Fitness Center roof replacement project.

Respectfully submitted,

J. Brent McFall
City Manager



Agenda Item 8 D

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
March 27, 2006



SUBJECT: Assistance to Firefighters Grant
Prepared By: Ken Watkins, Deputy Chief of Technical Services

Recommended City Council Action

Authorize staff to submit an application to the United States Department of Homeland Security for 2006 Assistance to Firefighters Grant.

Summary Statement

- The United States Department of Homeland Security, Office of Domestic Preparedness has reauthorized the Assistance to Firefighters Grant (AFG) program for 2006. The purpose of the AFG program is to award one year grants directly to fire departments and first responders in order to enhance their abilities with respect to fire and fire-related hazards. The primary goal of the grant is to provide assistance to meet firefighting and emergency response needs. The application period for the grant is March 6, 2006 to April 7, 2006.
- With Council approval, Staff is planning to submit a grant application for \$95,000 to fund replacement of a Fire Department brush/attack pumper. This vehicle would replace a 1993 GMC brush/attack pumper slated for replacement in 2006. The 2006 General Capital Outlay Fund (GCORF) has \$70,000 allocated for this replacement. Staff had planned to use these funds to refurbish the current brush/attack pumper by purchasing a new chassis and reusing the box configuration, containing the pump and water tank. Grant approval by the AFG program would provide the additional funds necessary to allow the department to purchase a larger, heavier duty vehicle with higher ground clearance for off road use. The proposed unit also contains more storage capacity for hose and equipment and a larger passenger compartment to transport more personnel.
- The AFG requires a 20% cash match; however staff is proposing a 50% match in order to improve the City's chance of a successful grant award. This match would come from the \$70,000 already budgeted for the replacement brush/attack pumper. Staff requests that a portion of the remaining GCORF funds be used for equipment to outfit the new brush/attack pumper and for wildland protective equipment for the personnel assigned to this unit.

Expenditure Required: Not to exceed \$67,500 City Funds
\$47,500 Grant Funds

Source of Funds: 2006 General Capital Outlay Replacement Fund (GCORF)

Policy Issue

Should the City of Westminster submit an application for the 2006 Assistance to Firefighters Grant to partially fund the replacement of a brush/attack pumper with a larger, heavier duty vehicle?

Alternative

Direct staff to not submit an AFG application at this time. Instead of purchasing the proposed larger vehicle, Staff would use current budget funds to refurbish the existing Fire Department brush/attack pumper as proposed in the 2006 budget.

Background Information

Colorado weather and drought conditions continue to challenge fire agencies throughout the state in the area of brush, grass and wildland fire protection. Westminster has not been immune to these challenges, responding to over 200 of these type fires from 2002 - 2005. Increases in City open space acreage and the elimination of the Rocky Flats Fire Department are expected to increase the number of these types of incidents. A small percentage of these incidents have been mutual aid requests for areas outside of City limits. Large wildland fires such as the Hayman Fire in 2002 required a regional, statewide and federal response and as a member of the Front Range fire community the Westminster Fire Department frequently receives these requests for assistance. Historically until the passage of the Public Safety Tax the department has not had the resources or capabilities to respond adequately to these outside requests.

Increased resources resulting from the Public Safety Tax gives the department an opportunity to train and equip a team of firefighters to respond to these incidents in or outside of the City. Specialized wildland fire training and protective equipment would result in a safer and higher level of service when responding and fighting these types of fires. A successful grant award will enable the City to enhance and upgrade the Fire Department's capabilities in this area even further by adding a well-equipped brush/attack pumper for use in brush and wild land firefighting.

The United States Department of Homeland Security has allocated \$513 million in 2006 for the AFG funds. AFG funds are used by the nation's firefighters and first responders to increase the effectiveness of firefighting and emergency response operations. The AFG program assists rural, urban and suburban fire departments throughout the United States by providing funds in two program areas:

1. Operations and Firefighter Safety (Includes training, equipment, personal protective equipment, wellness and fitness, and modifications to fire stations and facilities)
2. Firefighting Vehicle Acquisition

Staff is planning to submit a grant application under the second program area to fund a replacement brush/attack pumper. The 2006 GCORF has \$70,000 allocated for the replacement of the department's existing brush/attack pumper. Staff estimates that a new brush/attack pumper will cost \$95,000 and an additional \$20,000 for equipment, training, and personnel protective equipment specifically for wildland firefighting. Staff is proposing to use \$47,500 of the GCORF funds be used as a match for the grant and up to \$20,000 for training and equipment. The exact cost of this apparatus would be determined after completion of the normal City bid and purchasing process.

Respectfully submitted,

J. Brent McFall
City Manager



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
March 27, 2006



SUBJECT: Adult Sports Officiating Services Contract Bid

Prepared By: Peggy Boccard, Recreation Services Manager
Viola I. Duran, Recreation Specialist

Recommended City Council Action

Authorize the City Manager to execute a one-year contract, with a two-year renewal option, to Professional and Recreational Officials of Sports Inc. (P.R.O.S.) for officiating and related services in an amount not to exceed \$85,000 annually.

Summary Statement

- Bids to provide officiating services for recreational adult and senior leagues were solicited through the City's bid process.
- Three vendors were contacted and P.R.O.S. was the only responsive bidder.
- PROS Inc. meets all of the City's vendor requirements.
- Cost comparisons of other officiating providers indicate that P.R.O.S. is charging a competitive rate for their services.
- Westminster resident and non-resident team fees generate significant revenues (in excess of \$260,000) to offset officiating expenditures.
- Adequate funds were budgeted and approved for this expense.

Expenditure Required: Not to exceed \$85,000 annually

Source of Funds: General Fund - Recreation Programs Division Operating Budget

Policy Issue

Should the City accept the bid by P.R.O.S. for officiating services for the City's recreational leagues?

Alternative

Council could choose to reject P.R.O.S.'s bid and ask Staff to re-bid the officiating services in hopes of receiving a lower bid. Staff, however, does not recommend this as the bid received meets all of the City's criteria as well as the officiating needs of the leagues.

Background Information

As indicated in Principle D of the Strategic Plan, the Recreation Programs Division (Adult Sports and Senior Programming) offers convenient choices for an active, healthy lifestyle by providing ongoing athletic programs for seniors and adults in the Westminster community. Basketball and softball programs provide recreational team sports opportunities to over 7,573 participants each year. Knowledgeable and well-trained officials contribute significantly to the overall quality of the leagues.

The Recreation Programs Division has had a positive working relationship with P.R.O.S. (Professional and Recreational Officials of Sports, Inc.) for the past 17 years. P.R.O.S. is the only association in the north metro area that provides officiating services for local municipalities.

P.R.O.S. is currently responsible for training, certifying, and scheduling the officials for the Westminster recreational adult sports programs. Charges are paid on an as-used basis.

Respectfully submitted,

J. Brent McFall
City Manager



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
March 27, 2006



SUBJECT: Purchase of Sculpture for the Armed Forces Tribute Garden

Prepared By: Brad Chronowski, Landscape Architect II

Recommended City Council Action

Approve the transfer and use of \$145,000 in the Community Enhancement Program budget to fund the purchase of the icon sculpture (grieving soldiers) for the Armed Forces Tribute Garden and authorize the City Manager to enter into contract with the Sullivan Sculpture Fund to commission the bronze sculpture.

Summary Statement

- Staff met with City Council on September 5, 2005, to provide a progress report, receive authorization to proceed with fundraising, and to further develop the plans and sculpture.
- On February 14, 2006, The Jefferson County Board of County Commissioners approved a Joint Venture Grant for \$150,000 to aid in the construction of the project.
- Jim Sullivan, the project's fundraising chairman, has created the Sullivan Sculpture Fund that will be used to pay for all services related to the commission and delivery of the bronze sculpture.
- The Community Enhancement Program provides the proper budget to fund public art of this nature.
- This 'icon piece' sculpture is a key component of the first phase of the Armed Forces Tribute Garden. It is anticipated that donations will eventually be secured to reimburse the Community Enhancement Fund for this purchase.
- Other Phase I improvements include a center fountain, plaza, private seating areas, access pathways, infrastructure and minor landscaping.
- Staff would like to begin Phase I construction in 2006 and complete this phase by unveiling the icon sculpture atop the center fountain.

Expenditure Required: \$145,000

Source of Funds: General Capital Improvement Fund - Community Enhancement Project

Policy Issue

Should the City commission the bronze sculpture to validate the first phase of construction for the Armed Forces Tribute Garden?

Alternative

City Council could choose not to commission the sculpture at this time.

Background Information

During the past three years, Staff has been actively developing this exciting and very timely project. By engaging the community and a key team of design professionals, Staff has prepared a solid foundation for a project that has regional and national significance. Following is a timeline reflecting substantial milestones:

Master Plan Presented to Council	January 2003
Fundraising Efforts Began	July 2004
Major Benefactor Announced (Jim Sullivan)	November 2004
Grant Received from Jefferson County Open Space (\$144,000)	January 2005
Design Consultant Selected	March 2005
Sculpture Models and Refined Master Plan Presented to the Public	November 2005
Grant Received from Jefferson County Open Space (\$150,000)	January 2006

The consulting designers, DHM Design, will work along side the team of sculptors, refining the central plaza design and fountain details as this will become the pedestal for the prized bronze sculpture for the Armed Forces Tribute Garden.

The image depicted by this meaningful artwork is that of a modern day female soldier consoling a grieving male soldier over their fallen comrade's gear. This piece will skillfully capture the essence of service and sacrifice to one's country as each branch of our armed forces can appreciate the depth and emotion of the message. The mastery of the detailed bronze will be elevated by the gentle and serene water cascading beneath the sculpture into a series of terraced pools designed to present the bronze in a classic and dignified way.

The project's major benefactor, Jim Sullivan of The Sullivan Group, will handle the business of this and future sculpture commissions with the Sullivan Sculpture Fund. This approach will make the City's involvement more efficient as the invoices will originate from the Sullivan Sculpture Fund, thereby streamlining the cumulative payments to the artist consortium and their suppliers. As mentioned earlier, it is Staff's intention to secure either a major donor or a number of sponsors to eventually pay for the cost of this piece so that the Community Enhancement account can be reimbursed in full.

The Armed Forces Tribute Garden project supports Goal 5 of the City's Strategic Plan, "Beautiful City."

Respectfully submitted,

J. Brent McFall
City Manager

Attachments



The Central Fountain

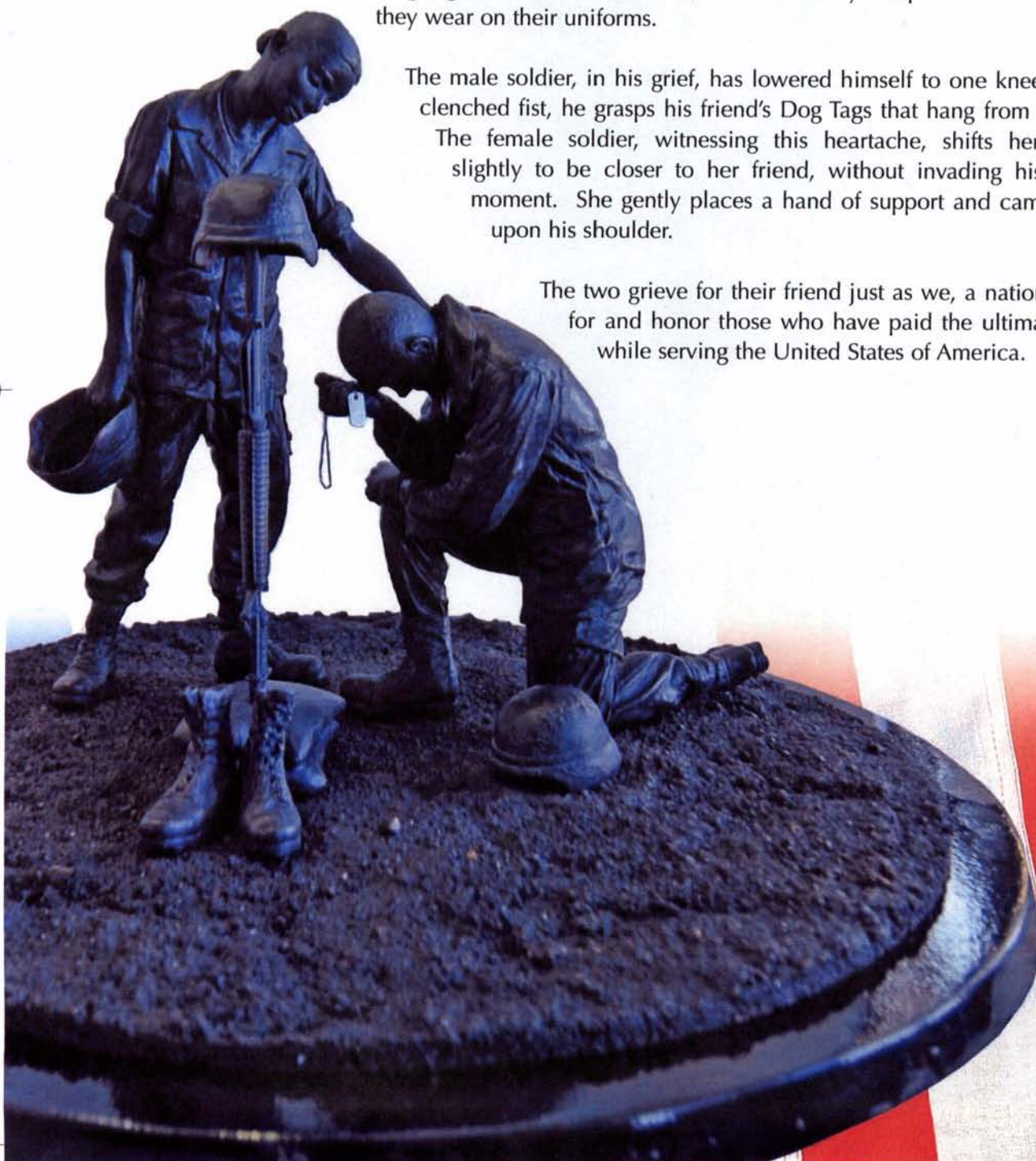
Grieving Friends

These figures, while wearing the uniform of the United States Army, represent all branches of the Armed Forces who have served this nation since its formation.

We are viewing a female and male soldier just after the ceremony honoring a fallen comrade. All others attending the ceremony have departed, yet these two – the closest friends of the fallen soldier – remain behind to honor and to grieve a few moments longer. We know that the trio began their military training together, here in Colorado, as indicated by the patches and insignias they wear on their uniforms.

The male soldier, in his grief, has lowered himself to one knee. In his clenched fist, he grasps his friend's Dog Tags that hang from the rifle. The female soldier, witnessing this heartache, shifts her weight slightly to be closer to her friend, without invading his private moment. She gently places a hand of support and camaraderie upon his shoulder.

The two grieve for their friend just as we, a nation, grieve for and honor those who have paid the ultimate price while serving the United States of America.



Armed Forces Tribute Garden

Digital Rendering of Center Fountain and Icon Sculpture





**WESTMINSTER
COLORADO**

Agenda Memorandum

City Council Meeting
March 27, 2006



SUBJECT: 2006 Pavement Rehabilitation Project Bid

Prepared By: Ray Porter, Street Operations Division Manager
Dave Cantu, Contract Maintenance Foreman

Recommended City Council Action

Authorize the City Manager to sign a contract with the low bidder, Asphalt Specialties Company, in the amount of \$1,034,878 and authorize a \$29,448 contingency.

Summary Statement

- City Council approved funds in the 2006 Street Operations Division Budget for resurfacing and reconstruction of 7.35 lane miles of paved roadways on 16 streets throughout the City and in the Utilities Operations Division Budget for water main replacement trench patching at 26 locations.
- These street improvements have been reviewed and determined appropriate through the City’s Pavement Management System analysis and coincide with the Department’s performance measure to maintain at least 65% of the City’s roadways at a 70 or above pavement condition rating.
- Westminster also included pavement rehabilitation bid quantities for Hyland Hills Recreation District and Adams County School Districts #12 and #50 at various parking lots. The Districts’ portions of the bid are not reflected in the \$1,034,878 City award and will be administered by each respective entity.
- Formal bids were solicited from six contractors with all six responding.
- The low bidder, Asphalt Specialties Company, meets all of the City bid requirements and has successfully completed similar Westminster projects over the past 16 years.

Expenditure Required: \$1,064,326

Source of Funds:	General Fund - Street Operations Division Budget	\$618,413
	Utility Fund - Utilities Field Operations Division Budget	\$305,200
	Utility Fund – Salt Storage Facility CIP Budget	\$140,713

Policy Issue

Should this bid be awarded to the low bidder Asphalt Specialties Company for the 2006 Pavement Rehabilitation Project?

Alternatives

One alternative to this project is to combine the bids for the Concrete Replacement Project and the Asphalt Pavement Rehabilitation Project. The result of this alternative would be:

- City administrative costs would decrease because there would be only one bid instead of two.
- Bid prices for concrete work would increase because the general contractor’s profit margin would be added to the subcontractor’s cost.
- The contract time would have to be increased.

For these reasons, Staff does not recommend this alternative.

Background Information

The low bidder, Asphalt Specialties Company, meets all City bid requirements and has successfully completed numerous roadway projects in Westminster since the early 1990’s. The 2006 Pavement Rehabilitation Project represents 7.35 lane miles of City street reconstruction and resurfacing at 17 locations throughout the City (see attached location list and map).

Also included in the project is asphalt pavement patchwork for water main replacements on 26 streets (\$305,200) and construction of a new asphalt roadway/parking lot at the planned salt storage facility, approximately 130th Avenue and Huron Street, east of the Reclaimed Water Treatment Facility.

The following sealed bids were received:

1. Asphalt Specialties	\$1,034,878
2. Brannan Sand & Gravel Co.	\$1,120,884
3. Aggregate Industries	\$1,264,386
4. LaFarge West, Inc.	\$1,315,208
5. Premier Paving, Inc.	\$1,386,548
6. Asphalt Paving, Inc.	\$1,555,853
City Staff’s Estimate	\$1,033,932

City Staff’s estimated cost of \$1,033,932 included an increase over 2005 of 15% due to oil price increases. Asphalt Specialties Company’s actual bid increased by 15%. The increase can be attributed to volatile oil costs that have risen substantially since last year.

Cost allocation breakdown for this project is as follows:

Street Division Operating Budget	\$ 588,965
Utilities Field Division Operating Budget	\$ 305,200
Utility Fund Capital Improvement Project, Salt Storage Facility	\$ 140,713
Project contingency – (Street Division Operating Budget)	\$ 29,448
TOTAL	\$1,064,326

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

**City of Westminster
Department of Public Works and Utilities
Street Operations Division**

2006 Pavement Rehabilitation Project

Reconstruction

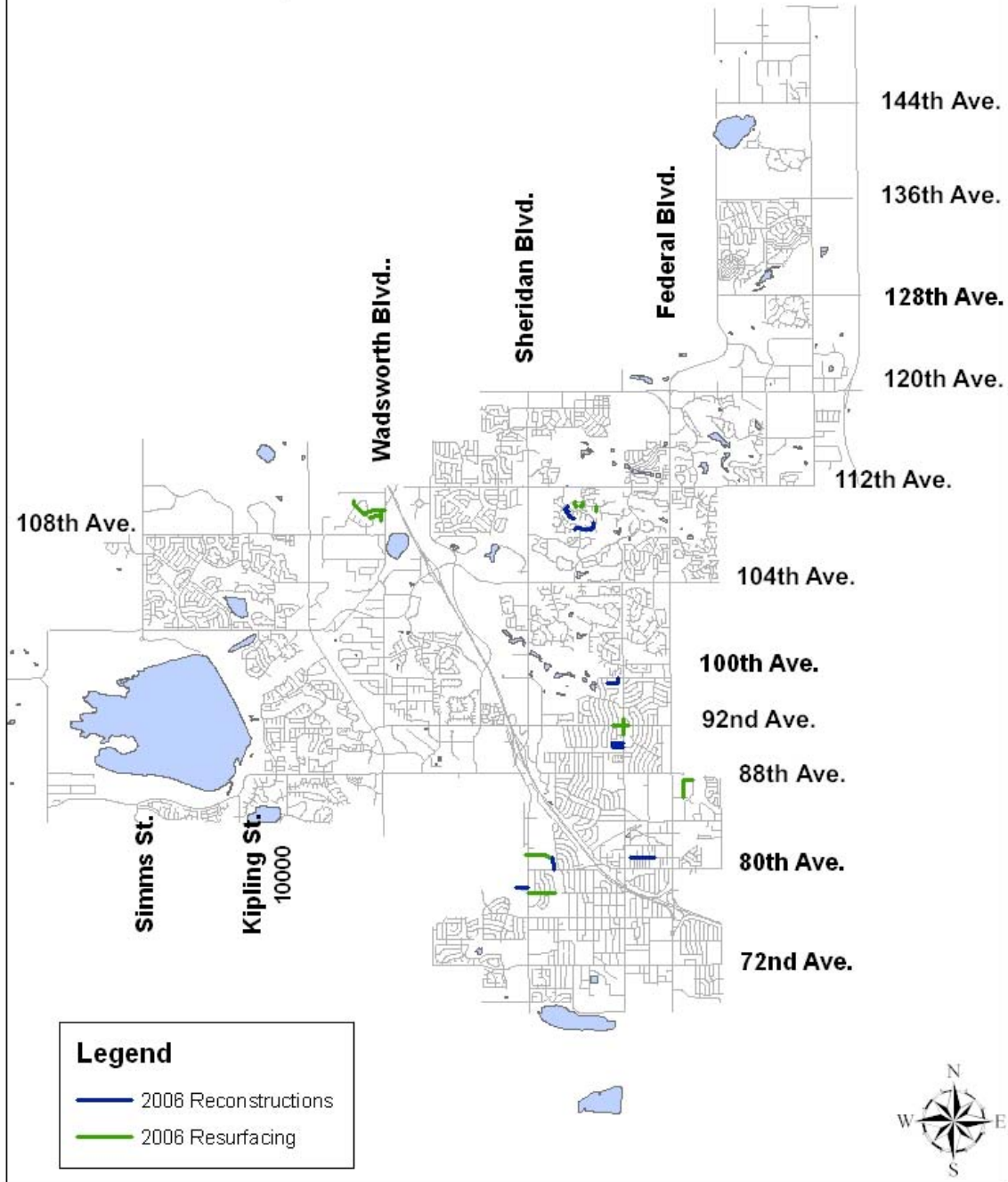
1. 79th Avenue, Sheridan Boulevard to West End
2. 81st Avenue, Hooker Street to King Street
3. 90th Place, Lowell Boulevard to 90th Avenue
4. 90th Avenue, 90th Place to Lowell Boulevard
5. Meade Street, 96th Avenue to 95th Place
6. 95th Place, Meade Street to Newton Street
7. Cotton Creek Drive, 110th Place to Utica Street
8. 4592 West 110th Circle to 4484 West 110th Circle

Resurfacing

1. 87th Place, Clay Street to Decatur Street
2. Decatur Street, 86th Avenue to 87th Place
3. 110th Avenue, Old Wadsworth Boulevard to Zephyr Street
4. Yukon Street, 110th Avenue to South End
5. 109th Avenue, Yukon Street to Zephyr Street
6. Zephyr Street, 110th Avenue to North End
7. Utica Court, 111th Avenue to South End
8. Trojan Court, 111th Avenue to South End

City of Westminster 2006 Street Improvements

March 13, 2006





WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
March 27, 2006



SUBJECT: 2006 Striping and Pavement Marking Project Bid

Prepared By: Ray Porter, Street Operations Manager
Dave Cantu, Contract Maintenance Foreman

Recommended City Council Action

Authorize the City Manager to sign a contract for the 2006 Striping and Pavement Marking Project with the low bidder, Colorado Strijpe Wright Ltd., in the amount of \$207,951 and authorize a \$10,398 contingency.

Summary Statement

- City Council action is requested to award the bid for the 2006 Striping and Pavement Marking Project.
- City Council approved funds in the 2006 Street Operations Division budget earmarked for striping and pavement marking phases of work.
- First year, pilot program of a specific Striping and Pavement Marking Project performed in conjunction with the 2006 Sealcoating and Resurfacing work, as well as, two rotations of citywide lane line restriping performed in the spring and fall.
- Previously, striping and pavement markings were included with the annual pavement rehabilitation and sealcoat projects. Citywide restriping of lane lines was accomplished by City crews and worn pavement markings were replaced by a separate contractor.
- Street Division staff has determined that combining all striping and pavement marking quantities in a single bid results in a lower overall cost to the city and frees street crews to accomplish additional pavement patching in a more timely manner.
- Formal bids were solicited from four contractors with three responding.
- The low bidder, Colorado Strijpe Wright Ltd., meets all of the City bid requirements and has successfully completed similar projects in Westminster as a subcontractor and in the Denver Metro area over the past 10 years.

Expenditure Required: \$218,349

Source of Funds: General Fund - Street Division Operating Budget

Policy Issue

Should this bid be awarded to the low bidder, Colorado Strijpe Write, Ltd., for striping and pavement marking application as specified in the contract documents for this project?

Alternatives

Alternatives to this project include:

1. Continue performance of these services as in the past; i.e., include affected streets with pavement rehabilitation and sealcoat projects; continue twice per year restriping of citywide lane lines utilizing city crews, and accomplish replacement of worn pavement marking in intersections through separate contract.
2. Reduce citywide restriping to once per year instead of twice per year. Available dollars for asphalt work would increase by \$37,110.
3. Eliminate application of permanent-type pavement markings in intersections and apply paint instead. Available dollars for asphalt work would increase by \$52,927.

Staff does not recommend these alternatives because they would result in an overall increase in actual cost to the City. One rotation of restriping of lane lines each year and use of paint instead of permanent-type pavement markings is less expensive initially, however, would wear out more quickly requiring additional mobilization and paint applications costing more in the long term.

In addition, quickly worn lane lines and pavement markings present a poor city image and increase city liability.

Background Information

City Council approved funds in the 2006 Street Division budget for striping and pavement marking phases of work.

The following sealed bids were received:

1. Colorado Strijpe Wright, Ltd.	\$207,951
2. United Rentals Inc.	\$252,444
3. Kolbe Striping	\$358,210
City Staff's Estimate	\$255,875

The cost allocation breakdown for this project is as follows:

Street Division Operating Budget	\$207,951
Project Contingency	<u>\$ 10,398</u>
TOTAL	\$218,349

Respectfully submitted,

J. Brent McFall
City Manager



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
March 27, 2006



SUBJECT: Intergovernmental Agreement with Urban Drainage and Flood Control District for Shaw Heights Tributary at Circle Drive

Prepared By: John Burke, Senior Engineer

Recommended City Council Action

Authorize the City Manager to sign an Intergovernmental Agreement (IGA) with the Urban Drainage and Flood Control District (UDFCD) for the design and construction of drainage improvements on the Shaw Heights Tributary between Circle Drive and Rotary Park.

Summary Statement

- There are approximately thirty single family homes in this neighborhood that sits on the boundary between the City of Westminster and unincorporated Adams County (Shaw Heights) that are located within the 100-year floodplain. The proposed drainage improvements, which will likely consist of a system of storm sewer pipes and/or the widening of an irrigation ditch to assist with the conveyance of storm flows, will remove these homes from the floodplain.
- City staff was successful in acquiring funding from UDFCD to assist with financing this project. The engineering design cost is estimated to be \$100,000 with \$50,000 contributed by UDFCD and \$50,000 contributed by the City. The total project cost is projected to be \$1,200,000. UDFCD has agreed to pay 50% of the entire cost of this project with Westminster and Adams County proposed to contribute the remainder. The IGA has provisions for amending the IGA in the future to adjust the total project budget when additional UDFCD money becomes available in 2008 and to reflect agreed dollar amounts to be contributed by Adams County and the City.
- The IGA is structured this way because UDFCD only has \$50,000 in 2006 for this project but has agreed to amend the IGA when their share of the additional funds becomes available in 2008. Westminster's estimated share of the entire project funding is already budgeted in the Storm Water Utility. Construction is anticipated to begin in early 2008.
- Under the IGA, UDFCD will manage the project and will hire an engineering firm to design the project with Westminster's input.
- Under the IGA, Adams County will only be responsible for the completed improvements.

Expenditure Required: \$50,000 (2006)

Source of Funds: Utility Fund - Storm Water Utility Account

Policy Issue

Should the City enter into an Intergovernmental Agreement with the Urban Drainage and Flood Control District to design and construct improvements to the Shaw Heights Tributary at Circle Drive?

Alternative

Council could choose not to execute this intergovernmental agreement at this time. Staff does not recommend this because these improvements are needed to alleviate the potential flooding of approximately thirty single family homes. In addition, UDFCD is willing to fund 50% of the cost of this project. If Council chooses not to approve this IGA, these funds may not be available in the future.

Background Information

The subject of this Agenda Memorandum is the design and construction of storm water conveyance from undeveloped and developed parcels in the City of Westminster through the Shaw Heights neighborhood to the improved Rotary Park regional detention facility. These improvements were first identified in the 1979 "Major Drainageway Planning for Little Dry Creek." With the inception of the Storm Water Utility Fee, the City of Westminster now has funding available to resolve a longstanding drainage concern.

The City was successful in obtaining UDFCD funding to help finance the design and construction of this project. Adams County has stated interest in financially participating in the construction phase of this project though they are not contributing financially to the design effort. The estimated cost for construction is \$1,100,000 with UDFCD paying 50% of the entire cost of this project and Westminster and Adams County contributing to the remainder.

Should this IGA be approved, design will begin in 2006. If Council later authorizes additional funding, construction of the project would commence in 2008. Westminster's share of this project expense is available from Storm Water Utility funds.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

- Vicinity Map
- Agreement

AGREEMENT REGARDING
FINAL DESIGN, RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
SHAW HEIGHTS TRIBUTARY AT CIRCLE DRIVE, ADAMS COUNTY

Agreement No. 06-02.07

THIS AGREEMENT, made this _____ day of _____, 2006, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT") and CITY OF WESTMINSTER (hereinafter called "WESTMINSTER") and ADAMS COUNTY (hereinafter called "ADAMS") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, DISTRICT, in a policy statement previously adopted (Resolution No. 14, Series of 1970 and Resolution No. 11, Series of 1973) expressed an intent to assist public bodies which have heretofore enacted floodplain regulation measures; and

WHEREAS, PARTIES, Jefferson County and City of Arvada participated in a joint planning study titled "Major Drainageway Planning Little Dry Creek (ADCO)" by Merrick & Company, dated April, 1979 (hereinafter called "PLAN"); and

WHEREAS, PARTIES now desire to proceed with the design, right-of-way acquisition and construction of drainage and flood control improvements for Shaw Heights Tributary at Circle Drive in Adams County (hereinafter called "PROJECT"); and

WHEREAS, DISTRICT has adopted at a public hearing a Five-Year Capital Improvement Program (Resolution No. 81, Series of 2005) for drainage and flood control facilities in which PROJECT was included in the 2006 calendar year; and

WHEREAS, DISTRICT has heretofore adopted a Special Revenue Fund Budget for calendar year 2006 subsequent to public hearing (Resolution No. 67, Series of 2005) which includes funds for PROJECT; and

WHEREAS, DISTRICT's Board of Directors has authorized DISTRICT financial participation for PROJECT (Resolution No. _____, Series of 2006); and

WHEREAS, the City Council of Westminster, the County Commissioners of ADAMS and the Board of Directors of DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. SCOPE OF THIS AGREEMENT

This Agreement defines the responsibilities and financial commitments of PARTIES with respect to PROJECT.

2. SCOPE OF PROJECT

A. Final Design. PROJECT shall include the final design of improvements in accordance with the recommendations defined in PLAN. Specifically, the final design of facilities shall

extend from approximately the detention facility at Wagner Drive and Pratt Street (Sta. 81+00), to Circle Drive (Sta. 97+32) as shown on Exhibit A.

- B. Right-of-Way Delineation and Acquisition. Right-of-way for the improvements as set forth in the final design and an estimate of costs for acquisition shall be determined. Maps, parcel descriptions and parcel plats shall also be prepared.
- C. Construction. PROJECT shall include construction by DISTRICT of the drainage and flood control improvements as set forth in the final design.

3. PUBLIC NECESSITY

PARTIES agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people of the State, and is of particular benefit to the inhabitants of DISTRICT and the property therein.

4. PROJECT COSTS AND ALLOCATION OF COSTS

- A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following:
 - 1. Final design services;
 - 2. Delineation, description and acquisition of required rights-of-way/easements;
 - 3. Construction of improvements;
 - 4. Contingencies mutually agreeable to PARTIES.
- B. It is understood that PROJECT costs as defined above are not to exceed \$100,000 without amendment to this Agreement.

PROJECT costs for the various elements of the effort are estimated as follows:

<u>ITEM</u>	<u>AMOUNT</u>
1. Final Design	\$ 80,000
2. Right-of-way	20,000
3. Construction	*
4. Contingency	*
Grand Total	\$100,000

* To be added by Amendment

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest.

- C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	<u>Percentage Share</u>	<u>Maximum Contribution</u>
DISTRICT	50%	\$ 50,000
WESTMINSTER	50%	50,000
ADAMS	0%	-0-
TOTAL	100.00%	\$100,000

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973 and Resolution No. 49, Series of 1977), the cost sharing shall be after subtracting state, federal, or other sources of funding from third parties. However, monies WESTMINSTER and ADAMS may receive from federal funds, the Federal Revenue Sharing Program, the Federal Community Development Program, or such similar discretionary programs as approved by DISTRICT's Board of Directors may be considered as and applied toward WESTMINSTER and ADAMS' share of improvement costs.

Payment of each party's full share (WESTMINSTER - \$50,000; ADAMS - \$-0-; DISTRICT - \$50,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to WESTMINSTER and ADAMS of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares.

6. FINAL DESIGN

The contracting officers for PARTIES, as defined under Paragraph 13 of this Agreement, shall select an engineer mutually agreeable to both PARTIES. DISTRICT shall contract with selected engineer and shall supervise and coordinate the final design including right-of-way delineation subject to approval of the contracting officers for WESTMINSTER and ADAMS. Payment for final design services shall be made by DISTRICT as the work progresses from the PROJECT fund established as set forth above.

Final design services shall consist of, but not be limited to, the following:

- A. Preparation of a work plan schedule identifying the timing of major elements in the design;
- B. Delineation of required right-of-way/easements;
- C. Preparation of detailed construction plans and specifications;
- D. Preparation of an estimate of probable construction costs of the work covered by the plans and specifications;
- E. Preparation of an appropriate construction schedule.

DISTRICT shall provide any written work product by the engineer to WESTMINSTER and ADAMS.

7. RIGHT-OF-WAY

ADAMS, with DISTRICT assistance, shall be responsible for acquiring, subject to approval of DISTRICT, such land or interests in land needed to implement construction of the drainage and flood control improvements as defined herein. The cost to be shared by PARTIES for right-of-way acquisition may include relocation costs of existing occupants. Appraisal costs and costs associated with condemnation (including outside legal costs) will also be considered a PROJECT cost. Right-of-way acquisition shall be in accordance with DISTRICT policy attached hereto as Exhibit B. Within Exhibit B, references to purchasing agency will be references to ADAMS. In reference to Paragraph 1.D and 2.D of Exhibit B, the Purchasing Agency shall pay the reasonable costs of the property owners appraisal only when the Purchasing Agency's appraisal is \$5,000 or greater. DISTRICT shall serve as the paying agency.

- A. Coordination of Right-of-Way Acquisition. Cost sharing by PARTIES will be based on supporting documentation such as formal appraisals, reasonable relocation cost settlements, legal description of the property, and other information deemed appropriate to the acquisition. Furthermore, cost sharing will be only for the properties, or portions thereof, approved by PARTIES to be needed for the drainage and flood control portions of PROJECT. Request for such approval shall include appraisals of property, legal description of the property, and other information deemed appropriate to the acquisition by PARTIES to this Agreement. ADAMS shall purchase the right-of-way only after receiving prior approval of DISTRICT.
- B. Payment for Right-of-Way Acquisition. Following purchase or receipt of executed memorandum of agreement between ADAMS and property owner for the needed right-of-way that commits the property owner to sell property to ADAMS at a price certain and on a date certain, ADAMS shall so advise DISTRICT and request payment as provided above. DISTRICT shall make payment within 30 days of receipt of request accompanied by the information set forth above.
- C. Ownership of Property and Limitation of Use. ADAMS shall own the property either in fee or non-revocable easement and shall be responsible for same. It is specifically understood that the right-of-way is being used for drainage and flood control purposes. The properties upon which PROJECT is constructed shall not be used for any purpose that will diminish or preclude its use for drainage and flood control purposes. ADAMS may not dispose of or change the use of the properties without approval of DISTRICT. If, in the future, ADAMS disposes of any portion of or all of the properties acquired upon which PROJECT is constructed pursuant to this Agreement; changes the use of any portion or all of the properties upon which PROJECT is constructed pursuant to this Agreement; or modifies any of the improvements located on any portion of the properties upon which PROJECT is

constructed pursuant to this Agreement; and ADAMS has not obtained the written approval of DISTRICT prior to such action, ADAMS shall take any and all action necessary to reverse said unauthorized activity and return the properties and improvements thereon, acquired and constructed pursuant to this Agreement, to the ownership and condition they were in immediately prior to the unauthorized activity at ADAMS' sole expense. In the event ADAMS breaches the terms and provisions of this Paragraph 7.C and does not voluntarily cure as set forth above, DISTRICT shall have the right to pursue a claim against ADAMS for specific performance of this portion of the Agreement.

PARTIES shall, prior to the recording by ADAMS of any document transferring title or another interest to property acquired pursuant to this Agreement to ADAMS, execute a memorandum of this Agreement (Exhibit C), specifically a verbatim transcript of Paragraph 7.C. Ownership of Property and Limitation of Use except for this sub-paragraph which shall not be contained in the memorandum. The memorandum shall reference by legal description the property being acquired by ADAMS and shall be recorded in the records of the Clerk and Recorder of Adams County immediately following the recording of the document transferring title or another interest to ADAMS.

8. MANAGEMENT OF CONSTRUCTION

A. Costs. Construction costs shall consist of those costs as incurred by the lowest acceptable bidder(s) including detour costs, licenses and permits, utility relocations, and construction related engineering services as defined in Paragraph 4 of this Agreement.

B. Construction Management and Payment

1. DISTRICT, with the assistance of WESTMINSTER AND ADAMS, shall administer and coordinate the construction-related work as provided herein.

2. DISTRICT, with assistance and approval of WESTMINSTER AND ADAMS, shall advertise for construction bids; conduct a bid opening; prepare construction contract documents; and award construction contract(s).

3. DISTRICT shall require the contractor to provide adequate liability insurance that includes WESTMINSTER AND ADAMS. The contractor shall be required to indemnify WESTMINSTER AND ADAMS. Copies of the insurance coverage shall be provided to WESTMINSTER AND ADAMS.

4. DISTRICT, with assistance of WESTMINSTER AND ADAMS, shall coordinate field surveying; staking; inspection; testing; acquisition of right-of-way; and engineering as required to construct PROJECT. DISTRICT, with assistance of WESTMINSTER AND ADAMS, shall assure that construction is performed in accordance with the construction contract documents including approved plans and specifications and shall accurately record the quantities and costs relative thereto. Copies of all inspection reports shall be furnished to WESTMINSTER AND ADAMS on a weekly basis. DISTRICT shall retain an engineer to perform all or a part of these duties.

5. DISTRICT, with approval of WESTMINSTER AND ADAMS, shall contract with and provide the services of the design engineer for basic engineering construction services to include addendum preparation; survey control points; explanatory sketches; revisions of contract plans; shop drawing review; as-built plans; weekly inspection of work; and final inspection.
 6. PARTIES shall have access to the site during construction at all times to observe the progress of work and conformance to construction contract documents including plans and specifications.
 7. DISTRICT shall review and approve contractor billings and send them to WESTMINSTER AND ADAMS for approval. DISTRICT shall remit payment to contractor based on billings approved by PARTIES.
 8. DISTRICT, with assistance and written concurrence by WESTMINSTER AND ADAMS, shall prepare and issue all written change or work orders to the contract documents.
 9. PARTIES shall jointly conduct a final inspection and accept or reject the completed PROJECT in accordance with the contract documents.
 10. DISTRICT shall provide WESTMINSTER AND ADAMS a set of mylar reproducible "as-built" plans.
- C. Construction Change Orders. In the event that it becomes necessary and advisable to change the scope or detail of the work to be performed under the contract(s), such changes shall be rejected or approved in writing by the contracting officers. No change orders shall be approved that increase the costs beyond the funds available in the PROJECT fund, including interest earned on those funds, unless and until the additional funds needed to pay for the added costs are committed by all PARTIES.
9. MAINTENANCE
PARTIES agree that ADAMS shall own and be responsible for maintenance of the completed and accepted PROJECT. PARTIES further agree that DISTRICT, at ADAMS' request, shall assist ADAMS with the maintenance of all facilities constructed or modified by virtue of this Agreement to the extent possible depending on availability of DISTRICT funds. Such maintenance assistance shall be limited to drainage and flood control features of PROJECT. Maintenance assistance may include activities such as keeping flow areas free and clear of debris and silt, keeping culverts free of debris and sediment, repairing drainage and flood control structures such as drop structures and energy dissipaters, and clean-up measures after periods of heavy runoff. The specific nature of the maintenance assistance shall be set forth in a memorandum of understanding from DISTRICT to ADAMS, upon acceptance of DISTRICT's annual Maintenance Work Program.
DISTRICT shall have right-of-access to right-of-way and storm drainage improvements at all times for observation of flood control facility conditions and for maintenance when funds are available.
10. FLOODPLAIN REGULATION

WESTMINSTER AND ADAMS agrees to regulate and control the floodplain of Shaw Heights Tributary within WESTMINSTER AND ADAMS in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum.

PARTIES understand and agree, however, that WESTMINSTER AND ADAMS cannot obligate itself by contract to exercise its police powers. If WESTMINSTER AND ADAMS fails to regulate the floodplain of Shaw Heights Tributary within WESTMINSTER AND ADAMS in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum, DISTRICT may exercise its power to do so and WESTMINSTER AND ADAMS shall cooperate fully.

11. TERM OF AGREEMENT

The term of this Agreement shall commence upon final execution by all PARTIES and shall terminate two years after the final payment is made to the construction contractor and the final accounting of funds on deposit at DISTRICT is provided to all PARTIES pursuant to Paragraph 5 herein, except for Paragraph 10. FLOODPLAIN REGULATION, Paragraph 7.C. Ownership of Property and Limitation of Use, and Paragraph 9. MAINTENANCE, which shall run in perpetuity.

12. LIABILITY

Each party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own acts or omissions and may insure against such possibilities as appropriate.

13. CONTRACTING OFFICERS AND NOTICES

- A. The contracting officer for ADAMS shall be the Engineering Manager, 12200 North Pecos Street, 3rd Floor, Westminster, Colorado 80234.
- B. The contracting officer for Westminster shall be the City Manager, 4800 West 92nd Avenue, Westminster, Colorado, 80031.
- C. The contracting officer for DISTRICT shall be the Executive Director, 2480 West 26th Avenue, Suite 156B, Denver, Colorado 80211.
- D. Any notices, demands or other communications required or permitted to be given by any provision of this Agreement shall be given in writing, delivered personally or sent by registered mail, postage prepaid and return receipt requested, addressed to PARTIES at the addresses set forth above or at such other address as either party may hereafter or from time to time designate by written notice to the other party given when personally delivered or mailed, and shall be considered received in the earlier of either the day on which such notice is actually received by the party to whom it is addressed or the third day after such notice is mailed.
- E. The contracting officers for PARTIES each agree to designate and assign a PROJECT representative to act on the behalf of said PARTIES in all matters related to PROJECT undertaken pursuant to this Agreement. Each representative shall coordinate all PROJECT-related issues between PARTIES, shall attend all progress meetings, and shall be responsible for providing all available PROJECT-related file information to the engineer

upon request by DISTRICT or WESTMINSTER and ADAMS. Said representatives shall have the authority for all approvals, authorizations, notices or concurrences required under this Agreement or any amendments or addenda to this Agreement.

14. AMENDMENTS

This Agreement contains all of the terms agreed upon by and among PARTIES. Any amendments or modifications to this Agreement shall be in writing and executed by PARTIES hereto to be valid and binding.

15. SEVERABILITY

If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

16. APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any and all legal actions regarding the transaction covered herein shall lie in District Court in and for the County of Denver, State of Colorado.

17. ASSIGNABILITY

No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the nonassigning party or parties to this Agreement.

18. BINDING EFFECT

The provisions of this Agreement shall bind and shall inure to the benefit of PARTIES hereto and to their respective successors and permitted assigns.

19. ENFORCEABILITY

PARTIES hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

20. TERMINATION OF AGREEMENT

This Agreement may be terminated upon thirty (30) day's written notice by any of PARTIES, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding contracts, this Agreement may only be terminated upon mutual agreement of all PARTIES and only upon the cancellation of all contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be shared between PARTIES in the same ratio(s) as were their contributions and subject to the maximum amount of each party's contribution as set forth herein.

21. PUBLIC RELATIONS

It shall be at WESTMINSTER AND ADAMS' sole discretion to initiate and to carry out any public relations program to inform the residents in PROJECT area as to the purpose of PROJECT and what impact it may have on them. Technical and final design recommendations shall be presented to the public by the selected engineer. In any event DISTRICT shall have no responsibility for a public relations program, but shall assist WESTMINSTER AND ADAMS as needed and appropriate.

22. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, PARTIES agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified because of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability and further agree to insert the foregoing provision in all subcontracts hereunder.

23. APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of WESTMINSTER AND ADAMS and/or DISTRICT stated in this Agreement is subject to the requirement of a prior appropriation of funds therefore by the appropriate governing body of WESTMINSTER AND ADAMS and/or DISTRICT.

24. NO THIRD PARTY BENEFICIARIES

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

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT

(SEAL)

By _____

ATTEST:

Title Executive Director

Date _____

ADAMS COUNTY

(SEAL)

By _____

ATTEST:

Title _____

Date _____

APPROVED AS TO FORM:

County Attorney

CITY OF WESTMINSTER

(SEAL)

By _____

ATTEST:

Title _____

Date _____

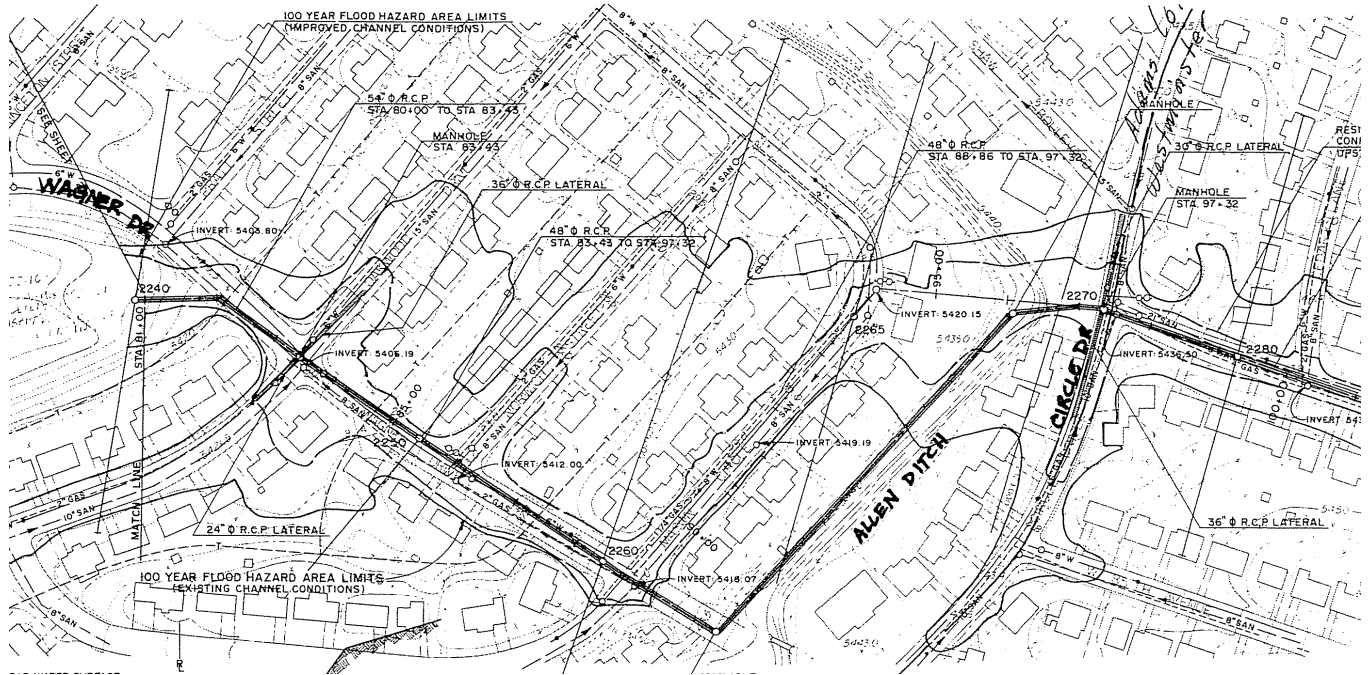
APPROVED AS TO FORM:

City Attorney

AGREEMENT REGARDING
FINAL DESIGN, RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
SHAW HEIGHTS TRIBUTARY AT CIRCLE DRIVE, ADAMS COUNTY

Agreement No. 06-02.07

Exhibit A



SAMPLE

**AGREEMENT REGARDING
FINAL DESIGN, RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
SHAW HEIGHTS TRIBUTARY AT CIRCLE DRIVE, ADAMS COUNTY**

Agreement No. 06-02.07

Exhibit B

**REAL PROPERTY ACQUISITION POLICY
April 1982
(Amended March 1985)**

WHEREAS, DISTRICT participates in construction and maintenance projects and in floodplain preservation efforts wherein it is necessary to acquire by purchase or condemnation, title to, easements over, or right of entry to real property for flood control purposes; and

WHEREAS, in some cases local governments are the purchasing agency with DISTRICT participating in the cost of the acquisition, and in other cases DISTRICT is the purchasing agency; and

WHEREAS, when local governments are the purchasing agency it is desirable for DISTRICT to have guidelines that will serve as a basis for DISTRICT sharing in the cost of the acquisition; and

WHEREAS, when DISTRICT is the purchasing agency it is also desirable to have guidelines for the purchase or condemnation of real property by DISTRICT.

NOW THEREFORE, the following policy shall be used in the acquisition of real property when DISTRICT funds are involved:

1. LOCAL GOVERNMENT IS PURCHASING AGENCY

- A. DISTRICT shall participate to the extent set forth in an interagency agreement in the cost to acquire by purchase or condemnation, title to, easements over, or right of entry to real property needed for PROJECT. Such property shall be described by the use of boundary survey data and shall include only the parcels needed for the flood control project or flood control portions of PROJECT.
- B. The purchasing agency shall cause an appraisal to be made by an appraiser approved by DISTRICT of the real property subject to acquisition. The appraiser shall possess an MAI designation for acquisitions estimated to cost more than \$10,000.
- C. The property owner should be advised informally and as early as possible of the interest of the agency in acquisition of the property. Further informal discussions and negotiations as appropriate should be held prior to completion of the appraisal.
- D. Negotiations shall be continued with the owner(s) on the basis of the appraisal once it is completed. If the appraised price is unacceptable to the owner(s) the purchasing agency, in accordance with all applicable Colorado State laws, shall provide a formal notice of intent to acquire the property together with a description of the property to be acquired to anyone

having an interest of record in the property involved. Such owner(s) may employ one appraiser of their choosing to appraise the property to be acquired. Such appraisal shall be made using sound, fair, and recognized appraisal practices which are consistent with law. If a copy of the appraisal obtained by the property owner(s) is submitted to the purchasing agency within 90 days of the date formal notice was provided, the purchasing agency shall pay the reasonable costs of the appraisal.

- E. Assuming the second appraisal is based upon sound appraisal principles and data and is reasonable and valid, the purchasing agency shall negotiate a purchase, with the price of the land or property actually taken being the fair market value thereof. In no event shall the negotiated purchase price exceed the highest of the two appraisals. Factors such as the effect of time between the dates of the two appraisals, the basis for each appraisal, and ameliorating factors that can be handled during construction work (if any is to take place) shall be considered.
- F. In those cases where the property owner and the purchasing agency cannot agree on a price as set forth in Paragraph E above, DISTRICT will not share in any costs exceeding the higher appraisal assuming it is based on sound appraisal principles and data and is reasonable and valid. The purchasing agency may:
 - 1. Decide not to pursue the purchase, or
 - 2. Negotiate a price in excess of the higher appraisal and be responsible for all costs exceeding the higher appraisal, or
 - 3. Initiate and conduct eminent domain proceedings in any court having jurisdiction, under such statutes and in such manner as the purchasing agency deems necessary and proper to protect the interests of the purchasing agency and DISTRICT. All costs associated with the condemnation shall be shared by the purchasing agency and DISTRICT on the basis set forth in the interagency agreement.

If eminent domain proceedings are initiated and a settlement is negotiated prior to a court determination, the maximum settlement in which DISTRICT will participate is the higher appraisal, as long as it was based on sound appraisal principles and data and was considered reasonable and valid, plus costs incurred to date that would normally be the responsibility of a condemning agency. Such costs may include filing fees, expert witness fees, and non-expert witness fees.

2. DISTRICT IS PURCHASING AGENCY

The same policy and procedure as set forth above shall be the case except that DISTRICT is the purchasing agency. Specifically,

- A. When approved by the Board of Directors DISTRICT may acquire by purchase or condemnation, title to, easements over, or right of entry to real property needed for the approved flood control purpose. Such property shall be described by the use of a boundary survey.

- B. DISTRICT shall cause an appraisal to be made by an appraiser of the property subject to acquisition. The appraiser shall possess an MAI designation for acquisitions estimated to cost more than \$10,000. An appraisal is not necessarily required for acquisitions less than \$1,000 or for right of entry permits being sought for maintenance purposes. In most of these cases the right of entry permit is temporary in nature and involves little or no funds.
- C. The property owner should be advised informally and as early as possible of the interest of DISTRICT in acquisition of the property. Preliminary negotiations as appropriate should be held with the owner(s) before the appraisal is completed.
- D. Negotiations shall be continued with the owner(s) on the basis of the appraisal (except for right of entry and acquisitions less than \$1,000). If the appraisal price is unacceptable to owner, DISTRICT, in accordance with § 38-1-121, CRS 1973, shall provide a formal notice of intent to acquire the property together with a description of the property to be acquired to anyone having an interest of record in the property involved. Such owner(s) may employ an appraiser of their choosing to appraise the property to be acquired. Such appraisal shall be made using sound, fair, and recognized appraisal practices which are consistent with law. If a copy of the appraisal obtained by the property owner(s) is submitted to DISTRICT within 90 days of the date the formal notice was provided, DISTRICT shall pay the reasonable costs of the appraisal.
- E. Assuming the second appraisal is based on sound appraisal principles and data and is reasonable and valid, DISTRICT shall negotiate a purchase price between the two appraisals, with the price of the land or property actually taken being the fair market value thereof. Factors such as the effect of time between the dates of the two appraisals, the basis for each appraisal, and ameliorating factors that can be handled during construction work (if any is to take place) shall be considered.
- F. In those cases where the property owner and DISTRICT cannot agree on a price representing the fair market value somewhere between the two appraisals DISTRICT may:
1. Decide not to pursue the purchase, or
 2. Initiate and conduct eminent domain proceedings in any court having jurisdiction, under such statutes and in such manner as DISTRICT deems necessary and proper to protect the interests of DISTRICT.
- If eminent domain proceedings are initiated and a settlement is negotiated prior to a court determination, the settlement shall not exceed the total of the highest appraisal, assuming it is based on sound appraisal principles and data and is reasonable and valid, plus costs incurred to date that would normally be the responsibility of a condemning agency. Such costs might include filing fees, expert witness fees, and non-expert witness fees.

SAMPLE

**AGREEMENT REGARDING
FINAL DESIGN, RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
SHAW HEIGHTS TRIBUTARY AT CIRCLE DRIVE, ADAMS COUNTY**

Agreement No. 06-02.07

Exhibit C

MEMORANDUM

This MEMORANDUM is entered into this _____ day of _____, 20__ by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT, a quasi-governmental entity, whose address is 2480 West 26th Avenue, Suite 156-B, Denver, Colorado 80211 (hereinafter called "DISTRICT") and _____, a governmental entity, whose address is _____ (hereinafter called "COUNTY") and collectively known as "PARTIES";

WHEREAS, PARTIES entered into "Agreement Regarding Final Design, Right-of-Way Acquisition and Construction of Drainage and Flood Control Improvements for _____," Agreement No. _____ on or about _____, 20__, (hereinafter called "AGREEMENT"); and

WHEREAS, AGREEMENT is unrecorded, however PARTIES have agreed in AGREEMENT to record this MEMORANDUM in the records of the Clerk and Recorder of _____, State of Colorado, in order to put all who inquire on notice of AGREEMENT and in particular Paragraph 7.C of AGREEMENT; and

WHEREAS, in AGREEMENT, PARTIES agreed to participate equally (up to a maximum of \$_____ each) in the cost of the construction of drainage and flood control improvements for _____ within COUNTY boundaries which include _____ (hereinafter called "PROJECT"); and

WHEREAS, construction of PROJECT may require the acquisition by COUNTY of real property; and

WHEREAS, AGREEMENT further provides that COUNTY will own all real property required to construct the improvements and that COUNTY ownership of that real property shall be subject to the terms and conditions of AGREEMENT and in particular Paragraph 7.C of AGREEMENT; and

WHEREAS, Paragraph 7.C of AGREEMENT provides in appropriate part as follows:

"7.C. Ownership of Property and Limitation of Use. COUNTY shall own the property either in fee or non-revocable easement and shall be responsible for same. It is specifically understood that the right-of-way is being used for drainage and flood control purposes. The

properties upon which PROJECT is constructed shall not be used for any purpose that will diminish or preclude its use for drainage and flood control purposes. COUNTY may not dispose of or change the use of the properties without approval of DISTRICT. If, in the future, COUNTY disposes of any portion of or all of the properties acquired upon which PROJECT is constructed pursuant to this Agreement, changes the use of any portion or all of the properties upon which PROJECT is constructed pursuant to this Agreement, or modifies any of the improvements located on any portion of the properties upon which PROJECT is constructed pursuant to this Agreement, and COUNTY has not obtained the written approval of DISTRICT, prior to such action, COUNTY shall take any and all action necessary to reverse said unauthorized activity and return the properties and improvements thereon, acquired and constructed pursuant to this Agreement, to the ownership and condition they were in immediately prior to the unauthorized activity at COUNTY's sole expense. In the event COUNTY breaches the terms and provisions of this Paragraph 7.C and does not voluntarily cure as set forth above, DISTRICT shall have the right to pursue a claim against COUNTY for specific performance of this portion of the Agreement."; and

WHEREAS, COUNTY has just acquired the real property described in Exhibit Z attached hereto and incorporated herein by reference, as if set forth verbatim herein, pursuant to the terms and conditions of AGREEMENT for the construction of PROJECT; and

WHEREAS, PARTIES intend that the terms and provisions of AGREEMENT, including but not limited to Paragraph 7.C of AGREEMENT set forth verbatim above, shall apply to and control the real property described in Exhibit Z.

NOW THEREFORE IT IS AGREED by and between PARTIES that the terms and provisions of AGREEMENT, including but not limited to Paragraph 7.C of AGREEMENT set forth verbatim above shall apply to and control the real property described in Exhibit Z, now owned by COUNTY.

This MEMORANDUM is not a complete summary of AGREEMENT. Provisions in this MEMORANDUM shall not be used in interpreting AGREEMENT's provision. In the event of conflict between this MEMORANDUM and the unrecorded AGREEMENT, the unrecorded AGREEMENT shall control.

WHEREFORE, PARTIES have caused this MEMORANDUM to be executed by properly authorized signatures as of the date and year above written.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT

(SEAL)

By _____

ATTEST:

Title Executive Director

Date _____

COUNTY OF _____

(SEAL)

By _____

ATTEST:

Title _____

Date _____

Clerk and Recorder,

RECOMMENDED AND APPROVED:

APPROVED AS TO FORM:

Attorney for the _____

By _____

Assistant Attorney

REGISTERED AND COUNTERSIGNED:

By _____

STATE OF COLORADO)

) ss.

CITY AND COUNTY OF DENVER)

Subscribed and sworn to before me this _____ day of _____, 20__, by
David W. Lloyd, Executive Director of Urban Drainage and Flood Control District.

WITNESS my hand and official seal.

(SEAL)

Notary Public

My Commission Expires _____.

STATE OF COLORADO)

) ss.

COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20__, by
_____.

WITNESS my hand and official seal.

(SEAL)

Notary Public

My Commission Expires _____.

SHAW HEIGHTS TRIBUTARY



Project Location

VICINITY MAP

1,000 0 1,000 Feet





**WESTMINSTER
COLORADO**

Agenda Memorandum

City Council Meeting
March 27, 2006



SUBJECT: Second Reading of Councillor’s Bill No. 13 re the Comprehensive Land Use Plan Amendment for Park Centre Filing No. 1, Block 11, Lot 4 (Paragon Building)

Prepared By: Michele McLoughlin, Planner III

Recommended City Council Action

Pass Councillor’s Bill No. 13 on second reading approving the Comprehensive Land Use Plan (CLUP) amendment for the Park Centre Filing No. 1, Block 11, Lot 4 property changing the designation from Business Park to Retail/Commercial. This recommendation is based on a finding that the proposed amendment will be in the public good and that:

- a) There is justification for the proposed change and the Plan is in need of revision as proposed;
- b) The amendment is in conformance with the overall purpose and intent and the goals and policies of the Plan;
- c) The proposed amendment is compatible with existing and planned surrounding land uses; and
- d) The proposed amendment would not result in excessive detrimental impacts to the City’s existing or planned infrastructure systems.

Summary Statement

- This request was approved on first reading by City Council on March 13, 2006.
- The owner of the Paragon building is proposing a Comprehensive Land Use Plan amendment from Business Park to Retail Commercial, and an amended PDP and ODP to allow 14,000 square feet of space within the existing office/warehouse building to be used for retail uses.
- The existing Paragon building in Park Centre is located at 12365 Huron Street (southwest corner of 124th Avenue and Huron Street) and the parcel contains 2.86 acres.
- The owner is pursuing a tenant, Tomorrow’s Heirlooms, which is a retail quilting store.

Expenditure Required: \$ 0

Source of Funds: N/A

Respectfully submitted,

J. Brent McFall
City Manager

BY AUTHORITY

ORDINANCE NO. **3271**

COUNCILLOR'S BILL NO. **13**

SERIES OF 2006

INTRODUCED BY COUNCILLORS

Dittman - Major

A BILL

**FOR AN ORDINANCE AMENDING THE WESTMINSTER
COMPREHENSIVE LAND USE PLAN**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

a. That an application for an amendment to the Westminster Comprehensive Land Use Plan has been submitted to the City for its approval pursuant to W.M.C. §11-4-16(D), by the owner of the property described in Exhibit A, attached hereto and incorporated herein by reference, requesting a change in the land use designation from "Business Park" to "Retail/Commercial" for the approximately 2.86 acre property at 12365 Huron Street.

b. That such application has been referred to the Planning Commission, which body held a public hearing thereon on February 28, 2006, after notice complying with W.M.C. §11-4-16(B) and has recommended approval of the requested amendment.

c. That notice of the public hearing before Council has been provided in compliance with W.M.C. § 11-4-16(B) and the City Clerk has certified that the required notices to property owners were sent pursuant to W.M.C. §11-4-16(D).

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

e. That the owners have met their burden of proving that the requested amendment will further the public good and will be in compliance with the overall purpose and intent of the Comprehensive Land Use Plan, particularly its policy on evaluating existing business park areas as to the need for retail and residential development to support primary employment in these areas.

Section 2. The City Council approves the requested amendment and authorizes City staff to make the necessary changes to the map of the Westminster Comprehensive Land Use Plan to change the land use designation of the property depicted on attached Exhibit B to "Retail Commercial."

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

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 13th of March, 2006.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 27th day of March, 2006.

ATTEST:

City Clerk

Mayor

APPROVED AS TO LEGAL FORM:

City Attorney's Office

EXHIBIT A

Comprehensive Land Use Plan Amendment change from “Business Park” to “Retail Commercial” for:

Lot 4, Block 11, the Park Centre first replat, a resubdivision of a portion of the Park Centre Filing No. 1, a subdivision of a part of Section 33, Township 1 South, Range 68 West, 6th P.M., City of Westminster, County of Adams, State of Colorado, Recorded at Reception # B383379, containing approximately 2.86 acres.



Agenda Item 8 K

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
March 27, 2006



SUBJECT: Second Reading of Councillors Bill No. 14
re Parks, Recreation and Libraries Advisory Board

Prepared By: William Walenczak, Director of Parks, Recreation and Libraries

Recommended City Council Action

Pass Councillor's Bill No. 14 on the second reading creating a City of Westminster Parks, Recreation and Libraries Advisory Board by combining the Library Advisory Board with the Parks and Recreation Advisory Board.

Summary Statement

- On January 11, 2006, City Staff met with members of the Library Advisory Board to discuss the possibility of merging the Library Board with the Parks and Recreation Advisory Board.
- On January 19, 2006, City Staff met with the Parks and Recreation Advisory Board to discuss the same issue.
- Results of both meetings were very positive with six of the then seven members of the Library Board and all three current members of the Parks and Recreation Board voicing support for such a merger.
- The new chapter of the Municipal Code will combine the responsibilities of both Boards.
- City Staff also recommends adding additional responsibilities to the combined Board that include reviewing applications for special needs passes, instituting a Secret Shopper Program and, upon request by the Director, reviewing complaints from the public with advice for Staff on actions to take.
- The combination of the two Boards will be a more productive arrangement for both Board members and Staff.

This item was passed by City Council on first reading on March 13, 2006.

Expenditure Required: \$0

Source of Funds: N/A

Respectfully submitted,

J. Brent McFall
City Manager

BY AUTHORITY

ORDINANCE NO. **3272**

COUNCILLOR'S BILL NO. **14**

SERIES OF 2006

INTRODUCED BY COUNCILLORS

Lindsey - Major

A BILL

**FOR AN ORDINANCE AMENDING THE WESTMINSTER MUNICIPAL CODE CREATING A
PARKS, RECREATION AND LIBRARIES ADVISORY BOARD**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. Title II, Chapter 4, W.M.C., is hereby REPEALED AND REENACTED as follows:

CHAPTER 4

PARKS, RECREATION AND LIBRARIES ADVISORY BOARD

2-4-1: CREATION

2-4-2: ADVISORY MEMBERS

2-4-3: POWERS AND DUTIES

2-4-4: MEETINGS

2-4-5: BYLAWS

2-4-6: ACTING CHAIRPERSON; QUORUM

2-4-1: CREATION: There is hereby created a Parks, Recreation and Library Advisory Board referred to as “the Board.” Six (6) existing members of the former Library Board and three (3) existing members of the former Parks and Recreation Board shall be offered board seats on the newly-created Parks, Recreation and Libraries Advisory Board. However, through attrition, the Board shall be eventually reduced to seven (7) members and one (1) alternate member.

2-4-2: ADVISORY MEMBERS: The Director of Parks, Recreation and Libraries and one (1) member of the City Council, to be appointed by the Mayor, shall be advisory members of the Parks, Recreation and Libraries Advisory Board, who shall have the right to participate in all meetings of the Board; except that, they shall not have the right to vote.

2-4-3: POWERS AND DUTIES: The powers of the Parks, Recreation and Libraries Advisory Board shall be advisory only, and the Board shall have the following duties:

(A) To assist Staff and Council in the promotion of the Parks, Recreation and Libraries Department and its services to the community, and in the evaluation of the Department’s mission, roles and services in response to community need;

(B) To obtain feedback from the community and make recommendations to the Director of Parks, Recreation and Libraries regarding the City’s long-range plan for the development, maintenance and improvements of Parks, Recreation and Libraries facilities, programs and services;

(C) To advise Staff, with Council’s approval, on the administration of such gifts of money, or property, or endowments as may be granted to and accepted by the Council for parks, recreation and library purposes and to take such steps as the Board may deem feasible to encourage gifts in support of the City’s parks, recreation and library programs and to administer a grant-in-aid program directed at individuals who would be unable, due to financial considerations, to participate in parks, recreation and libraries programs;

- (D) When asked by the Director to evaluate applications for special need passes to City recreation facilities by the public and to recommend approval or denial.
- (E) To review requests by the public for the removal of library materials; materials will be removed from the Library's collections upon unanimous approval of the Board;
- (F) To recommend for City Council adoption a schedule of fines and penalties to be imposed for the failure of any person to return materials in a period prescribed by the Director of Parks, Recreation and Libraries or damaging any books, periodicals, other materials or Library facilities;
- (G) Upon request by the Director of Parks, Recreation and Libraries, the Board shall review and make recommendations on any Parks, Recreation and Libraries' fee or charge in an amount that exceeds the approval authority of the City Manager;
- (H) To administer the City's Neighborhood Enhancement Program in any and all aspects as may be necessary to meet the goals and objectives of the program;
- (I) When asked by the Director, to review complaints, suggestions and other communications by the public regarding Parks, Recreation and Libraries programs and facilities, and to make recommendations to the Director regarding said communications;
- (J) To conduct a secret shopper program to visit all City Parks, Recreation and Libraries facilities for feedback to the Director on customer service issues;
- (K) To advise the Director on such policies, rules and regulations and other matters as the Board believes necessary and proper for the management and development of the parks, recreation and library programs and facilities; and
- (L) To perform any other related duties as assigned by Council.

2-4-4: MEETINGS: The Parks, Recreation and Libraries Board shall decide on a meeting day and time. The Board shall meet at least six (6) times per year, as the Chairperson of the Board requests. A record of the minutes of each meeting shall be kept and placed in the office of the City Clerk for public inspection. Except as provided by Section 2-1-6(A), all meetings of the Parks, Recreation and Libraries Board shall be open to the public.

2-4-5: BYLAWS: The Board shall make and adopt its own bylaws, subject to approval by the City Council, in conformity with applicable statutes and ordinances.

2-4-6: ACTING CHAIRPERSON; QUORUM: The Vice-Chairperson of the Board shall assume the duties of the Chairperson in the absence of the Chairperson. In the absence of both the Chairperson and Vice-Chairperson, the Board shall designate an Acting Chairperson, if necessary. A quorum shall consist of a majority of those members entitled to act, and a decision of a majority of the quorum of such members shall control.

Section 2. Title II, Chapter 12, W.M.C., is hereby REPEALED IN ITS ENTIRETY.

Section 3. Section 2-1-1, subsections (C) and (E), W.M.C., is hereby AMENDED to read as follows:

2-1-1: APPOINTMENT OF MEMBERS; TERMS:

(C) Each regular member and alternate member shall be appointed by majority vote of City Council for a term of two (2) years, UNLESS A LONGER OR SHORTER TERM IS REQUIRED TO SATISFY THE PROVISIONS OF SUBSECTION 2-1-1(E), BELOW. *All terms shall expire on December 31, unless City Council has failed to appoint or reappoint a member, in which case the member's term shall be extended until Council action. Any vacancy which occurs prior to the end of a term shall be filled by the*

City Council within forty-five (45) days after such vacancy occurs, and the appointee shall complete the term of the member or alternate member whose term became vacant.

(E) Terms shall be staggered as follows:

1. For five (5) member Boards or Commissions, three (3) members shall have terms that expire on even-numbered years and two (2) members shall have terms that expire on odd-numbered years.
2. For seven (7) member Boards or Commissions, four (4) members shall have terms that expire on even-numbered years and three (3) members shall have terms that expire on odd-numbered years.
3. For eight (8) member Boards or Commissions, four (4) members shall have terms that expire on even-numbered years and four (4) members shall have terms that expire on odd-numbered years.
4. Alternates shall have terms that expire on odd-numbered years.

This SUBsection shall not apply to the Election Commission. FOR THE PARKS, RECREATION AND LIBRARIES BOARD, THIS SUBSECTION SHALL TAKE EFFECT ON JANUARY 1 OF THE YEAR FOLLOWING THAT IN WHICH THE BOARD REACHES SEVEN (7) MEMBERS THROUGH ATTRITION AND, AT SUCH TIME, AN ALTERNATE MEMBER SHALL BE APPOINTED.

Section 4. Section 3-3-6, subsections (A) and (C), W.M.C., is hereby AMENDED to read as follows:

3-3-6: PROHIBITED ACTS; FINES AND PENALTIES:

(A) Pursuant to section ~~2-5-6~~ 2-4-3 of this Code, the ~~Library~~ PARKS, RECREATION AND LIBRARIES ADVISORY Board shall recommend and the City Council shall adopt a schedule of fines and penalties to be imposed for the failure of any person to return materials in a period prescribed by the Director of Parks, Recreation and Libraries OR DAMAGING ANY BOOKS, PERIODICALS, OTHER MATERIALS OR LIBRARY FACILITIES. (1282 1699 1889)

(C) 1. It shall be unlawful for any person to write in, injure, deface, tear or destroy any book, plate, picture, engraving, map, newspaper, magazine, pamphlet, periodical, manuscript, film or audio and video recordings, or computer software belong to the Westminster Public Library. (1696)

2. It shall be unlawful for any person to damage or deface the grounds, building, furniture, fixtures, equipment or other property of the Westminster Public Library. (1696)

~~3. It shall be unlawful for any person to willfully retain any charged-out Library reading material or other property belonging to the Westminster Public Library for thirty (30) days after notice in writing to return same is sent to the borrower's address recorded in Library records given after the expiration of the time that, by the rules of the Westminster Public Library such article or other property may be kept. (1696)~~

4. 3. It shall be unlawful for any person to remove or to assist in the removal from the WESTMINSTER Public Library ~~or Bookmobile~~ any reading material belonging to the Public Library without first having the same charged or checked out by the proper agent or employee of the Public Library in accordance with the guidelines, policies and procedures of the Westminster Public Library. (1696)

4. IT SHALL BE UNLAWFUL FOR ANY PERSON TO RETAIN ANY CHARGED OUT LIBRARY READING MATERIAL OR OTHER PROPERTY BELONGING TO THE WESTMINSTER PUBLIC LIBRARY FOR MORE THAN THIRTY (30) DAYS AFTER WRITTEN NOTICE TO RETURN SAID PROPERTY IS SENT TO THE BORROWER'S ADDRESS AS RECORDED IN THE LIBRARY RECORDS. SUCH WRITTEN NOTICE SHALL BE GIVEN AFTER THE EXPIRATION OF THE TIME ALLOWED TO RETAIN SUCH PROPERTY AS PRESCRIBED BY THE DIRECTOR OF PARKS, RECREATION AND LIBRARIES, AND SHALL BE EFFECTIVE UPON MAILING.

5. IT SHALL BE UNLAWFUL FOR ANY PERSON TO REFUSE OR FAIL TO PAY ANY FINE OR PENALTY IMPOSED PURSUANT TO THE SCHEDULE OF FINES AND PENALTIES ADOPTED BY CITY COUNCIL FOLLOWING THIRTY (30) DAYS WRITTEN NOTICE TO BORROWER THAT SUCH FINES OR PENALTIES ARE DUE. SUCH WRITTEN NOTICE SHALL BE SENT TO THE BORROWER'S ADDRESS AS RECORDED IN THE LIBRARY RECORDS AND SHALL BE EFFECTIVE UPON MAILING.

Section 5. This ordinance shall take effect upon its passage after second reading.

Section 6. The title and purpose of this ordinance shall be published prior to its consideration on second reading. The full text of this ordinance shall be published within ten (10) days after its enactment after second reading.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 13th day of March, 2006.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 27th day of March, 2006.

Mayor

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney's Office



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
March 27, 2006



SUBJECT: Second Reading for Councillor's Bill No. 15 re Octagon Systems Corporation
Business Assistance Package

Prepared By: Susan F. Grafton, Economic Development Manager

Recommended City Council Action

Pass Councillor's Bill No 15 on second reading authorizing the City Manager to execute and implement the business assistance package (BAP) with Octagon Systems Corporation (Octagon). The BAP totals \$25,000, which includes \$3,625 in permit fee rebates, \$4,875 in construction use tax rebates and \$16,500 in equipment use sales tax rebates at move in.

Summary Statement

- The Councillor's Bill was passed on first reading on March 13, 2006.
- Octagon has been a Westminster business for over 23 years and is currently located in the Lake Arbor Business Park.
- Octagon is expanding their business operations and leasing larger space in Church Ranch Corporate Center.
- Octagon currently employs 56 people with average salaries of \$57,000. They expect to add another 20 jobs over the next three years.
- Assistance is premised upon the retention and expansion of a long term Westminster employer, providing high tech jobs and leasing existing space.

Expenditure Required: \$25,000 (Rebates)

Source of Funds: The business assistance package with Octagon Systems Corporation will be funded through revenue received from permit fees, construction use tax, and sales and use tax on furniture, fixtures, and equipment at move-in.

Respectfully Submitted,

J. Brent McFall
City Manager

Attachment

BY AUTHORITY

ORDINANCE NO. **3273**

COUNCILLOR'S BILL NO. **15**

SERIES OF 2006

INTRODUCED BY COUNCILLORS
Major - Dittman

**A BILL
FOR AN ORDINANCE AUTHORIZING A BUSINESS ASSISTANCE PACKAGE
WITH OCTAGON SYSTEMS CORPORATION TO AID IN THEIR RELOCATION AND
EXPANSION IN CHURCH RANCH CORPORATE CENTER**

WHEREAS, the successful attraction and retention of high quality development to the City of Westminster provides employment opportunities and increased revenue for citizen services and is therefore an important public purpose; and

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

WHEREAS, Octagon Systems Corporation plans to lease 30,000 square feet in Church Ranch Corporate Center in Westminster, and

WHEREAS, a proposed Assistance Agreement between the City and Octagon Systems Corporation is attached hereto as Exhibit "A" and incorporated herein by this reference.

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

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Manager of the City of Westminster is hereby authorized to enter into an Assistance Agreement with Octagon Systems Corporation in substantially the same form as the one attached as Exhibit "A," and upon execution of the Agreement to fund and implement said Agreement.

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 13th day of March 2006.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 27th day of March, 2006.

ATTEST:

Mayor

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney's Office



Agenda Item 10 A&B

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
March 27, 2006



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

Prepared By: David Falconieri, Planner III

Recommended City Council Action

1. Hold a public hearing.
2. Pass Councillor's Bill No. 17 approving the Comprehensive Land Use Plan amendments as proposed. This recommendation is based on a finding that the proposed amendments will be in the public good and that:
 - a) There is justification for the proposed changes and the Plan is in need of revision as proposed;
 - b) The amendments are in conformance with the overall purpose and intent and the goals and policies of the Plan;
 - c) The proposed amendments are compatible with existing and planned surrounding land uses; and
 - d) The proposed amendments would not result in excessive detrimental impacts to the City's existing or planned infrastructure systems.

Summary Statement

- City Staff continuously monitors the Comprehensive Land Use Plan (CLUP) in order to assure that the Plan is up to date and free from errors. Staff brings any required changes to the Planning Commission and City Council annually for approval.
- This year there are 13 separate updates that will be listed and explained in the background section of this memo. Most have been necessitated by recent Open Space purchases.

Expenditure Required: \$ 0

Source of Funds: N/A

Planning Commission Recommendation

The Planning Commission reviewed this proposal on March 14, 2006, and voted unanimously (6-0) to recommend the City Council approve the Comprehensive Land Use Plan amendments as proposed by Staff. This recommendation is based on the finding that the changes would be in the public good and on the following findings set forth in the Westminster Comprehensive Land Use Plan.

- a. The proposed amendment is in need of revision as proposed;
- b. The amendment is in conformance with the overall purpose and intent and the goals and policies of the Plan;
- c. The proposed amendment is compatible with existing and planned surrounding land uses; and
- d. The proposed amendment would not result in excessive detrimental impacts to the City's existing or planned infrastructure systems.

No one spoke in favor of or in opposition to this proposal.

Policy Issue

Should the City approve the proposed Comprehensive Land Use Plan amendments as proposed by City Staff?

Alternative

Make a finding that none or all of the proposed changes to the Comprehensive Land Use Plan as proposed by Staff be made. If this action is taken, the CLUP may not accurately indicate the use of these properties or City's goals as delineated in the CLUP.

Background Information

Nature of Request

As stated on Page VI-5 of the CLUP, "the Plan should be reviewed, revised and updated on a regular basis, to respond to changing conditions of the City." This year there are 13 separate map amendments proposed by Staff to reflect such changes. They are listed and described below. (Please refer to the attached corresponding maps).

1. A parcel of land located north of 128th Avenue and west of Huron Street is proposed to change from "Major Creek Corridor" to "City Owned Open Space." The land was dedicated to the City as part of a development proposal.
2. The new Mountain Range High School and middle school site located on the east side of Huron Street and south of 128th Avenue are proposed to change from "Business Park" to "Public/Quasi Public." The revision reflects the recent purchase of the site by the Adams 12 School District.
3. A parcel of land located on the east side of Lowell Boulevard north of 69th Avenue is proposed to be changed from "Public Park" to "City Owned Open Space." This was erroneously designated as a public park.
4. The drainage channel in the Cheyenne Ridge subdivision northwest of 144th Avenue and Huron Street is proposed to be changed from "Public Park" to "Private Open Space." This was erroneously designated.
5. The Metzger property northwest of 120th Avenue and Federal Boulevard is proposed to be changed from "R-3.5 Residential," "Office/Residential," and "Major Creek Corridor" to "City Owned Open Space." The parcel located west of the Broomfield Wastewater Treatment Plant is proposed to be changed from "City Owned Open Space" to "Public/Quasi Public." These changes reflect the joint purchase of the Metzger property with the City of Broomfield and the sale of some open space to Broomfield.

6. A portion of the Little Dry Creek flood corridor located east of Sheridan Boulevard and south of 75th Avenue is proposed to change from “Public Park” to “City Owned Open Space.” This property was erroneously designated.
7. A parcel of land located on the west side of Wadsworth Parkway south of the World of Tile building is proposed to be changed from “Office” to “City Owned Open Space.” This reflects the recent purchase of the property by the City for open space.
8. A parcel within the Bradburn development, located at the southeast corner of Osceola Street and 117th Court is proposed to be changed from “Traditional Mixed Use” to “Private Parks.” This reflects the actual use of the property.
9. Another parcel within the Bradburn development located between Osceola and Newton Streets is proposed to be changed from “Traditional Mixed Use” to “Private Open Space.” This reflects the actual use of the property.
10. A parcel within the Huntington Trails subdivision located south of 144th Avenue and Huron Street is proposed to be changed from “R-3.5 Residential” to “City Owned Open Space” and “Private Parks.” This change reflects the changes made as part of the Official Development Plan approval for this subdivision.
11. A parcel of land located on the south side of 100th Avenue northeast of Standley Lake is proposed to be changed from “Public Parks” to “Public/Quasi Public.” This reflects the recent acquisition of the parcel by the Jefferson County R-1 School District for the Wayne Carle Middle School.
12. A parcel of land located within the Green Knolls subdivision is proposed to be changed from “Private Open Space” to “Public Parks.” This was erroneously designated.
13. A parcel of land located on the east side of Wadsworth Boulevard at the 106th Avenue alignment is proposed to be changed from “City Owned Open Space” to “R-1 Residential.” This reflects the recent agreement between the City and the Camalick’s in which they acquired the former Walker home in trade for another parcel of open space.

The Westminster Municipal Code requires the owner of the property requesting an amendment to the Comprehensive Land Use Plan (CLUP) to prove the amendment is in the public good and in overall compliance with the purpose and intent of the CLUP. Further, the CLUP provides four criteria to be used when considering a CLUP amendment. Staff has reviewed these criteria and has provided the following comments on each.

1. The proposed amendment must, “Demonstrate that there is justification for the proposed change, and that the Plan is in need of revision as proposed.” As stated above, the CLUP should be periodically updated to reflect changes in policy and land use patterns, to assure that it remains accurate.
 - The proposed amendment must, “Be in conformance with the overall purpose, intent, goals, and policies of the Plan.” Applicable goals are stated in Section III of the Community Goals and Policies section of the Plan. The intent of the proposed amendments is to assure that the most appropriate designation is placed on the various parcels. Those changes where erroneous designations are being corrected are meant to meet that goal. Where land has been purchased for Open Space purposes, the proposed amendments are meant to meet the goals as stated in section H of the CLUP.

Based upon these goals and policies, Staff has found this proposed amendment to be in conformance with the overall purpose, intent, goals, and policies of the Plan.

2. The proposal must, “Be compatible with existing and surrounding land uses.” For those changes where erroneous designations are being corrected, no change in actual use is proposed. For the parcels that have been purchased as Open Space, by approving the purchase of the parcels, the City Council has already made the determination that such use is compatible with the surrounding area.
3. The proposal must, “Not result in detrimental impacts to the City’s existing or planned infrastructure or provide measures to mitigate such impacts to the satisfaction of the City.” All impacts have been mitigated to the satisfaction of City staff.

Public Notification

Westminster Municipal Code 11-5-13 requires the following public notification procedures:

- **Published Notice:** Notice of public hearings scheduled before Planning Commission shall be published and posted at least 10 days prior to such hearing and at least four days prior to City Council public hearings. Notice was published in the Westminster Window on March 2, 2006.

Site Plan Information

Not Applicable

Service Commitment Category

Not Applicable

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

- Councillor's Bill No. 17
- Comprehensive Land Use Plan Maps (1-13)

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **17**

SERIES OF 2006

INTRODUCED BY COUNCILLORS

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

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

WHEREAS, the City Council has annexed new properties to the City specifically described below; and

WHEREAS, an amendment of the Plan is necessary to provide a land use designation for the annexed property and to keep the Plan up to date; and

WHEREAS, the Planning Commission has reviewed the proposed amendment at a noticed public hearing and has recommended approval to the City Council.

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

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council authorizes City Staff to make the necessary changes to the maps of the Westminster Comprehensive Land Use Plan which are necessary to alter the designation of the properties depicted on the exhibit maps attached, which are incorporated herein by reference as follows:

Map 1: From Major Creek Corridor Non-Public to City Owned Open Space.

Map 2: From Business Park and Major Creek Corridor Non-Public to Public/Quasi public and City Owned Open Space.

Map 3: From Public Parks to City Owned Open Space.

Map 4: From Public Parks to Private Parks.

Map 5: From R 3.5 Residential, Major Creek Corridor Non-Public, Office Residential and City Owned Open Space to City Owned Open Space and Public/Quasi Public.

Map 6: From Public Park to City Owned Open Space.

Map 7: From Office to City Owned Open Space.

Map 8: From Traditional Mixed Use to Private Parks/Open Space.

Map 9: From Traditional Mixed Use to Private Parks/Open Space.

Map 10: From 2.5 Residential, to City Owned Open Space and Private Parks/Open Space.

Map 11: From Public Parks/Open Space to Public/Quasi Public.

Map 12: From Private Parks/Open Space to Public Parks.

Map13: From City Owned Open Space, to R-1 Residential.

Section 2. Severability: If any section, paragraph, clause, word or any other part of this Ordinance shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, such part deemed unenforceable shall not affect any of the remaining provisions.

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 27th of March, 2006.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 10th day of April, 2006.

ATTEST:

Mayor

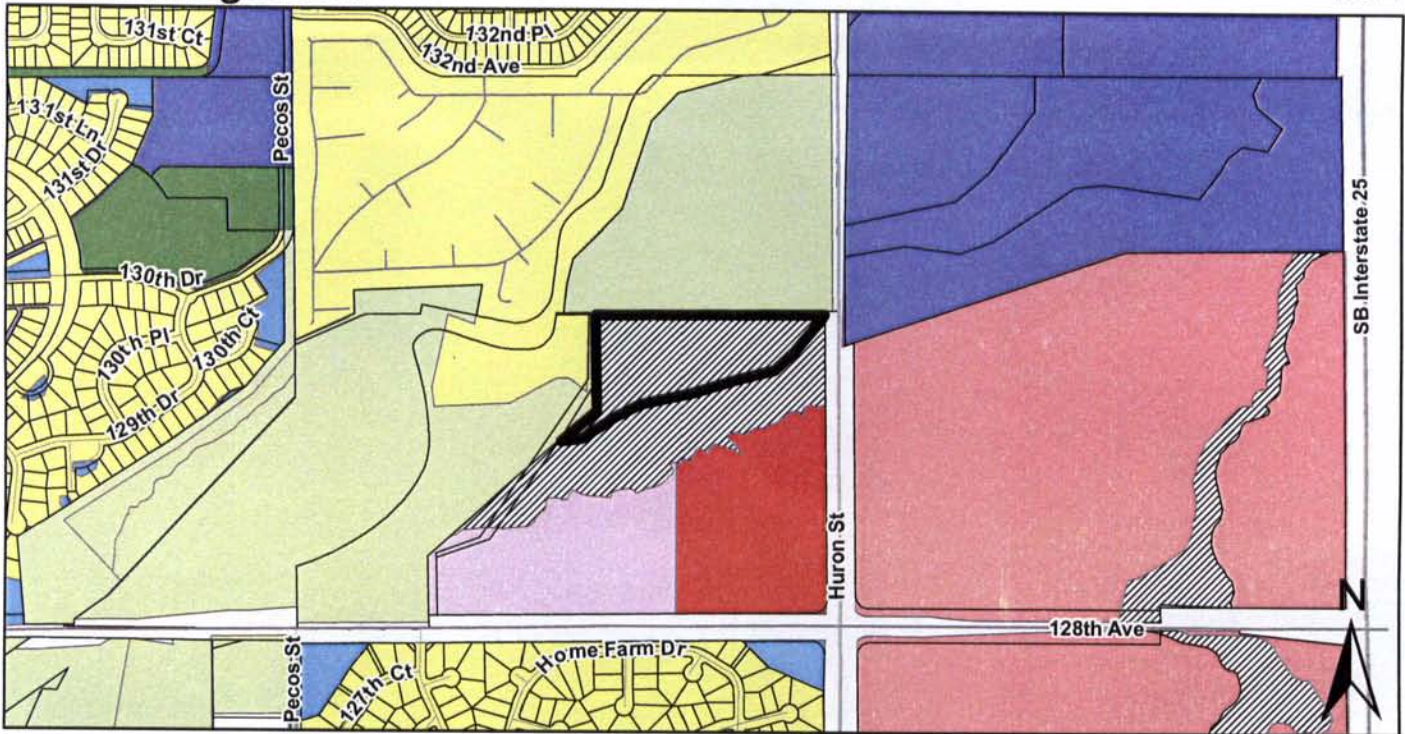
City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney's Office

CLUP Designation

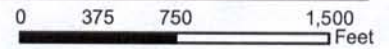
MAP 1



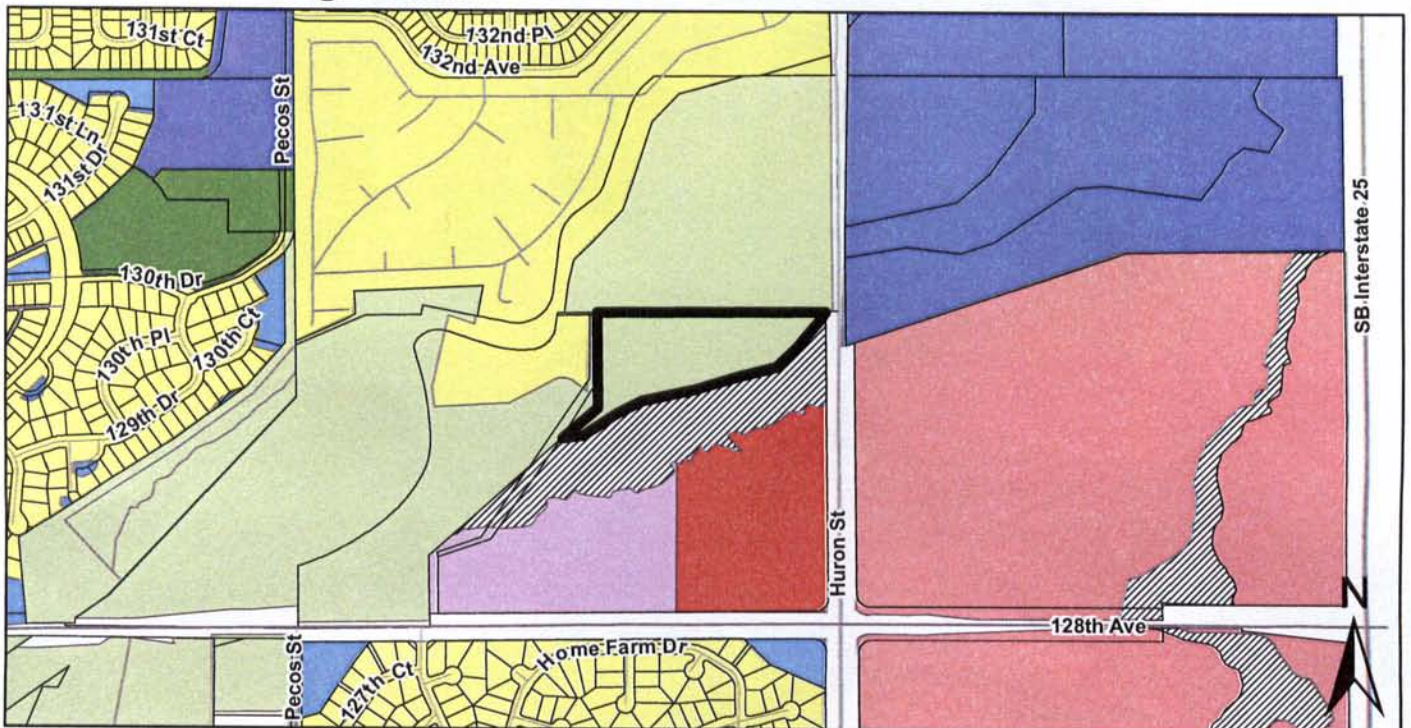
LEGEND

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

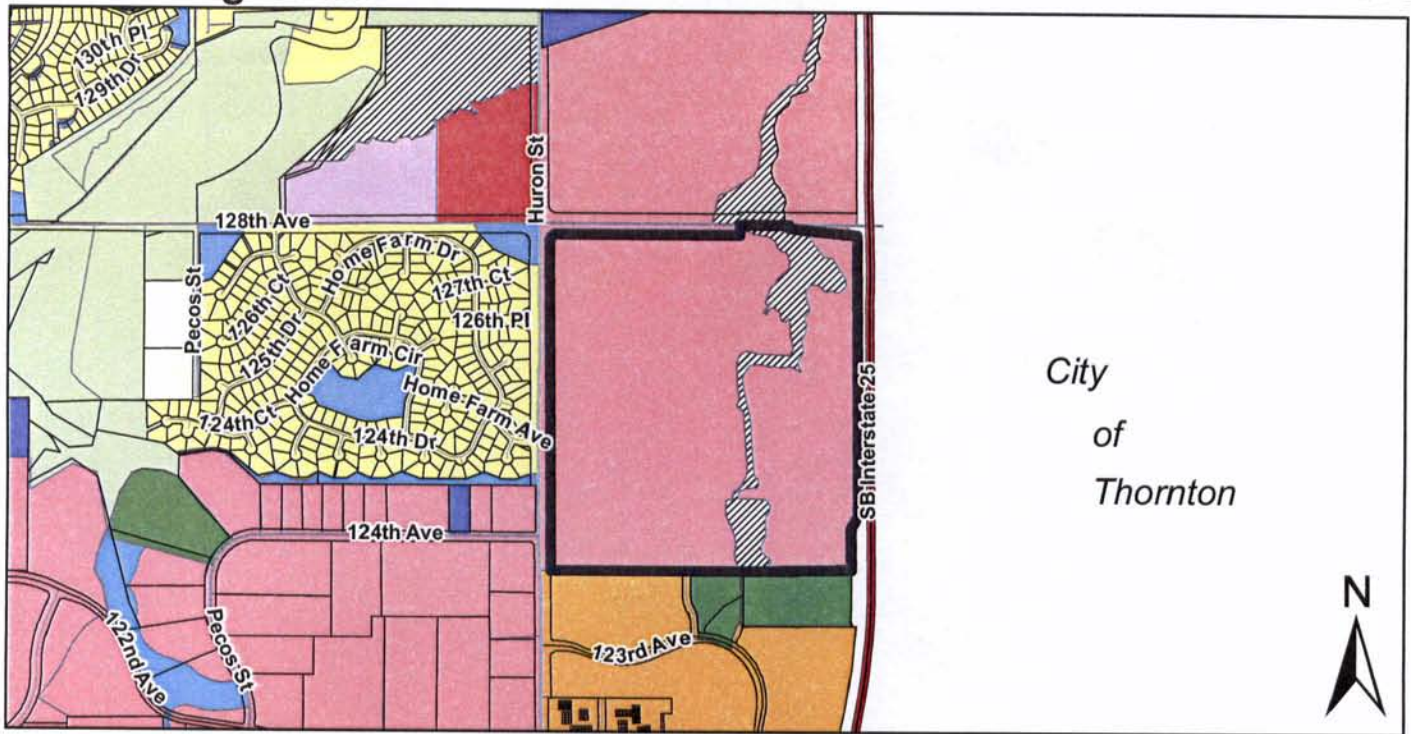
Description of Change: Major Creek Corridor Non Public to City Owned Open Space



New CLUP Designation



CLUP Designation

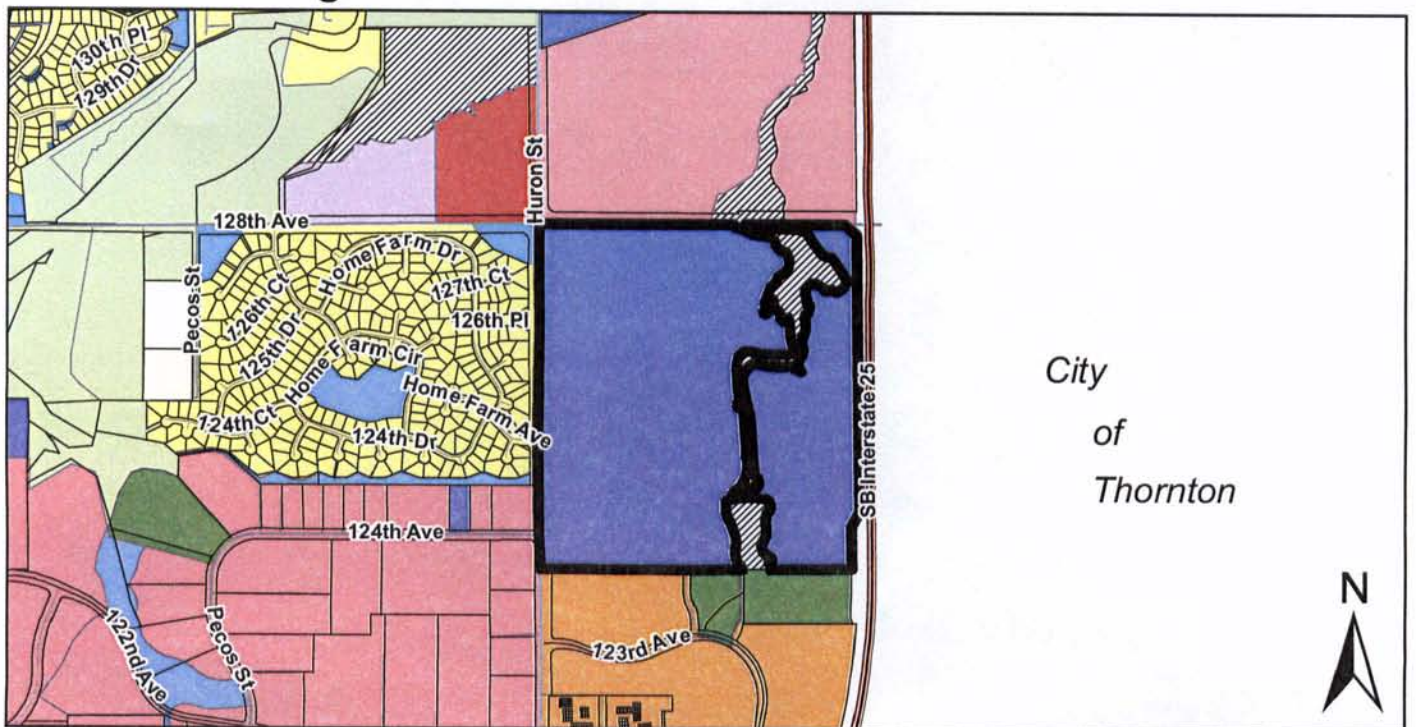


LEGEND			
R-1	R-18	Office/Residential	Private Parks/Open Space
R-2.5	Retail Commercial	District Center	Golf Courses
R-3.5	Office	Traditional Mixed Use	Public/Quasi Public
R-5	Industrial	City Owned Open Space	N.E. Comprehensive Dev. Plan
R-8	Business Park	Public Parks	Major Creek Corridor Non Public

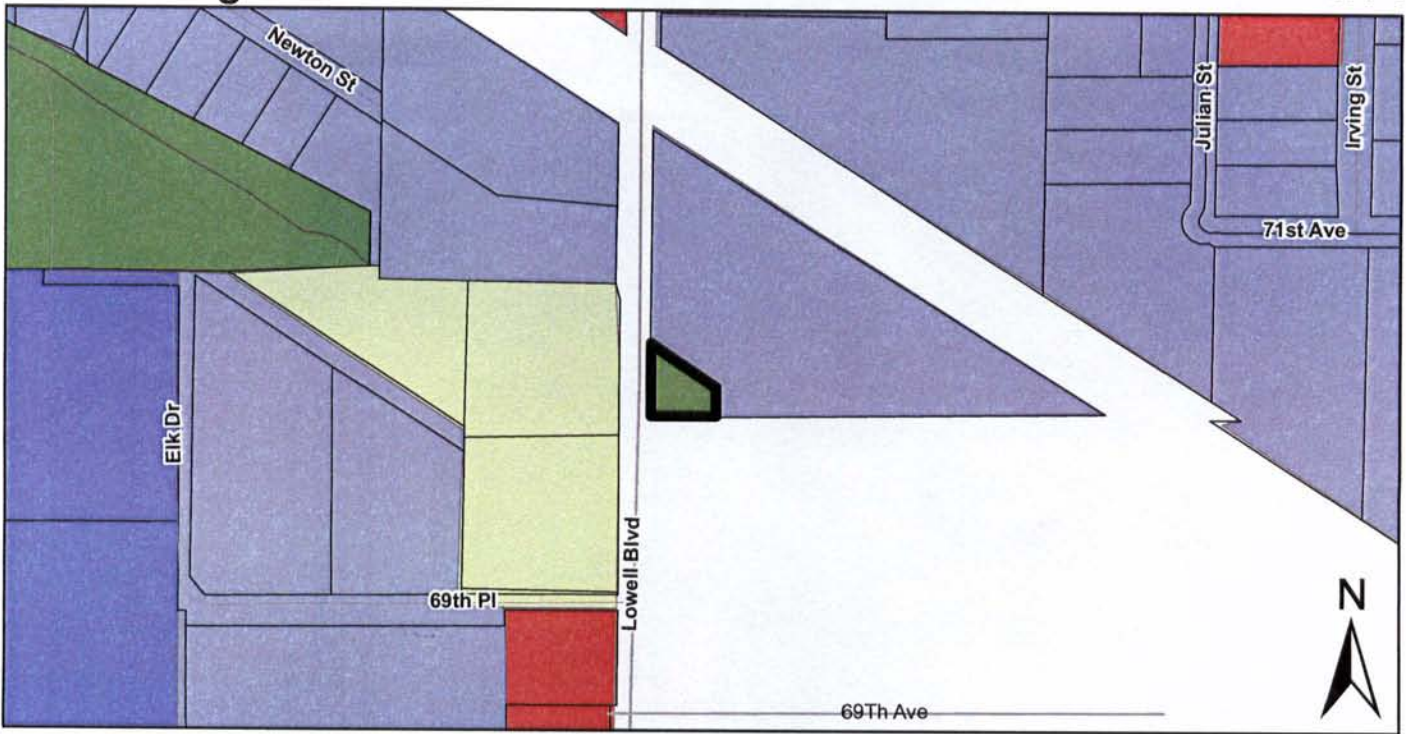
Description of Change: Business Park to Public/Quasi Public



New CLUP Designation

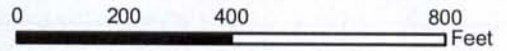


CLUP Designation

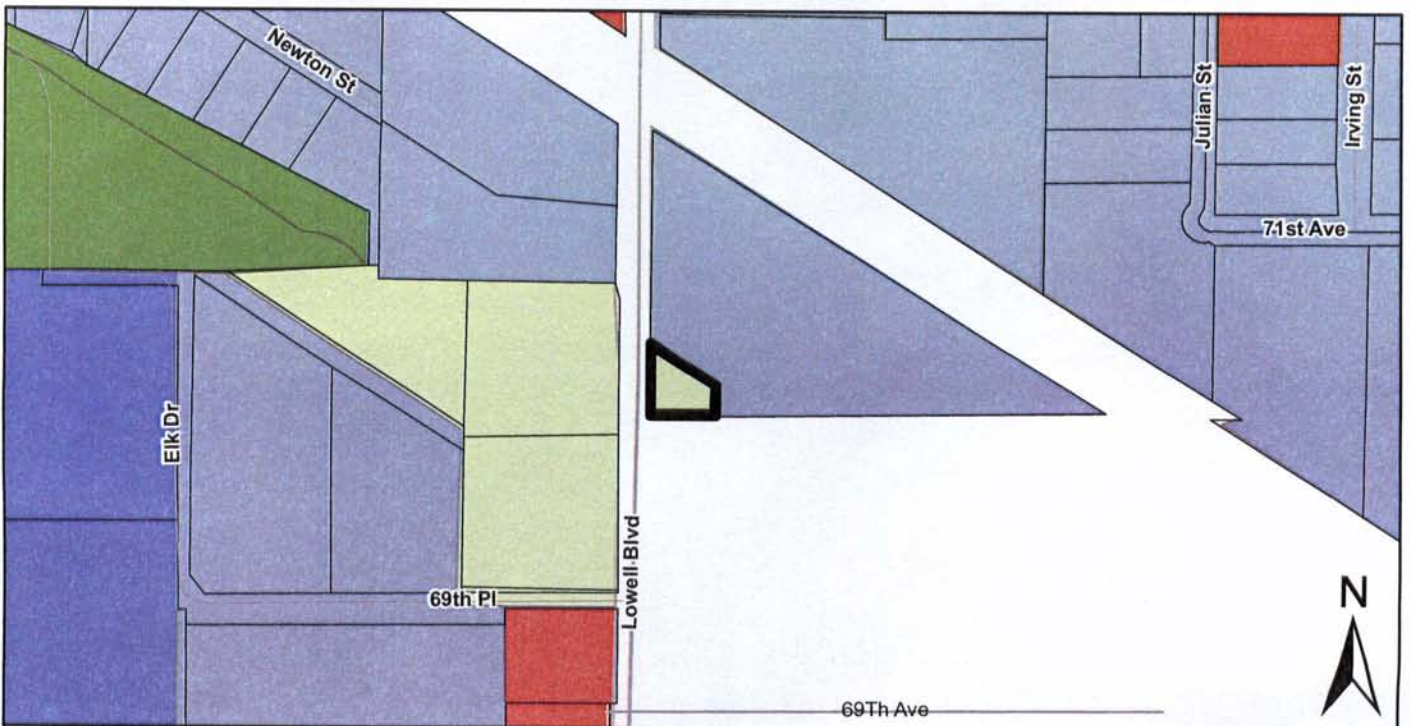


LEGEND			
	R-1		R-18
	R-2.5		Retail Commercial
	R-3.5		Office
	R-5		Industrial
	R-8		Business Park
	Office/Residential		District Center
	City Owned Open Space		Traditional Mixed Use
	Public Parks		Private Parks/Open Space
	Golf Courses		Public/Quasi Public
	N.E. Comprehensive Dev. Plan		Major Creek Corridor Non Public

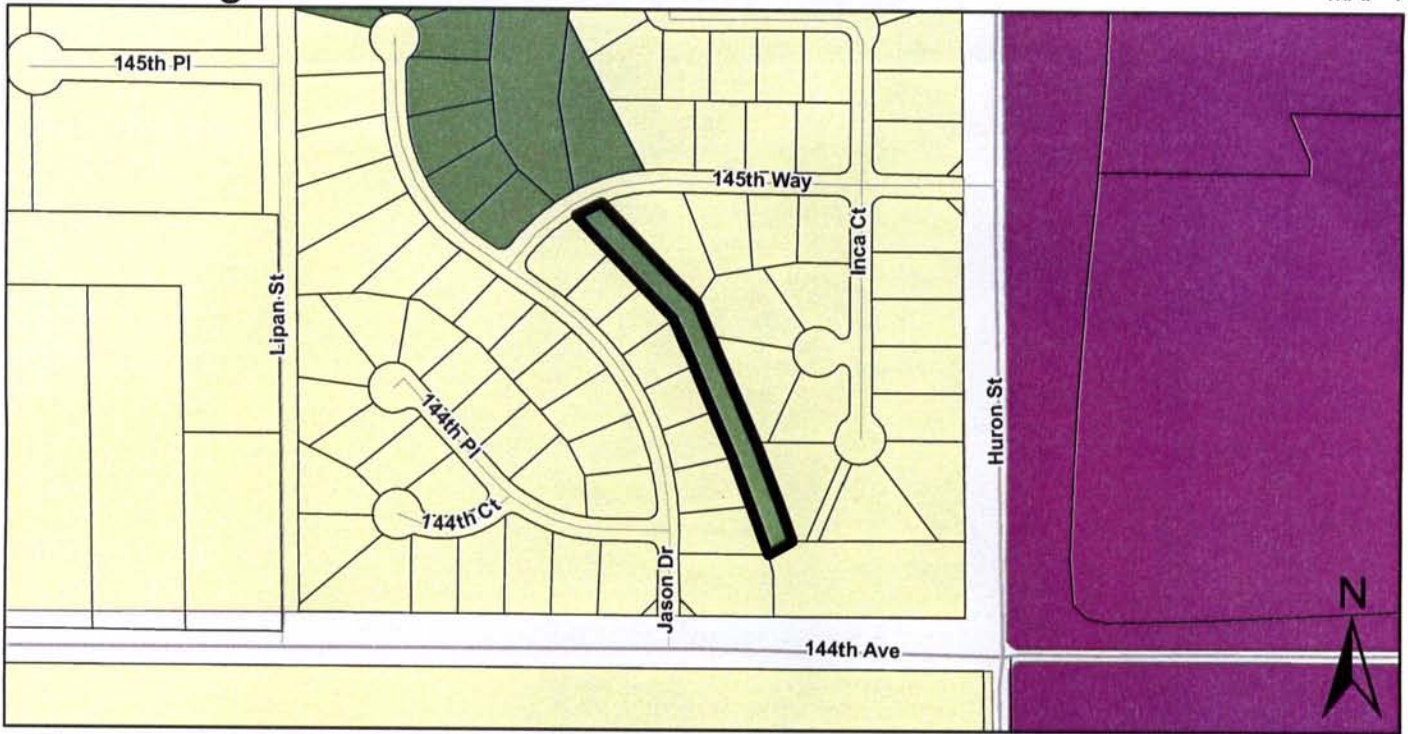
Description of Change: Public Park to City Owned Open Space



New CLUP Designation



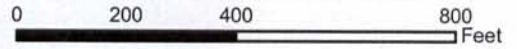
CLUP Designation



LEGEND

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

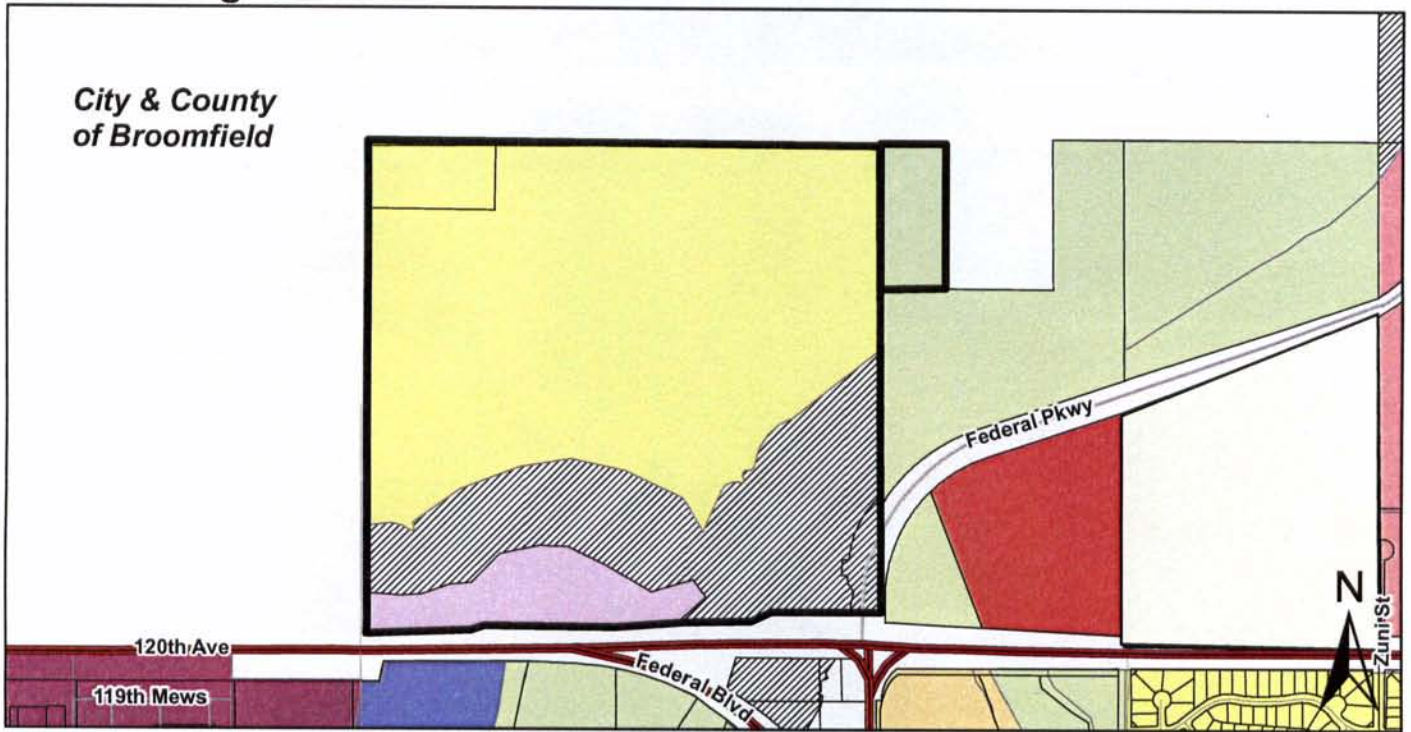
Description of Change: From Public Parks to Private Parks/Open Space



New CLUP Designation



CLUP Designation



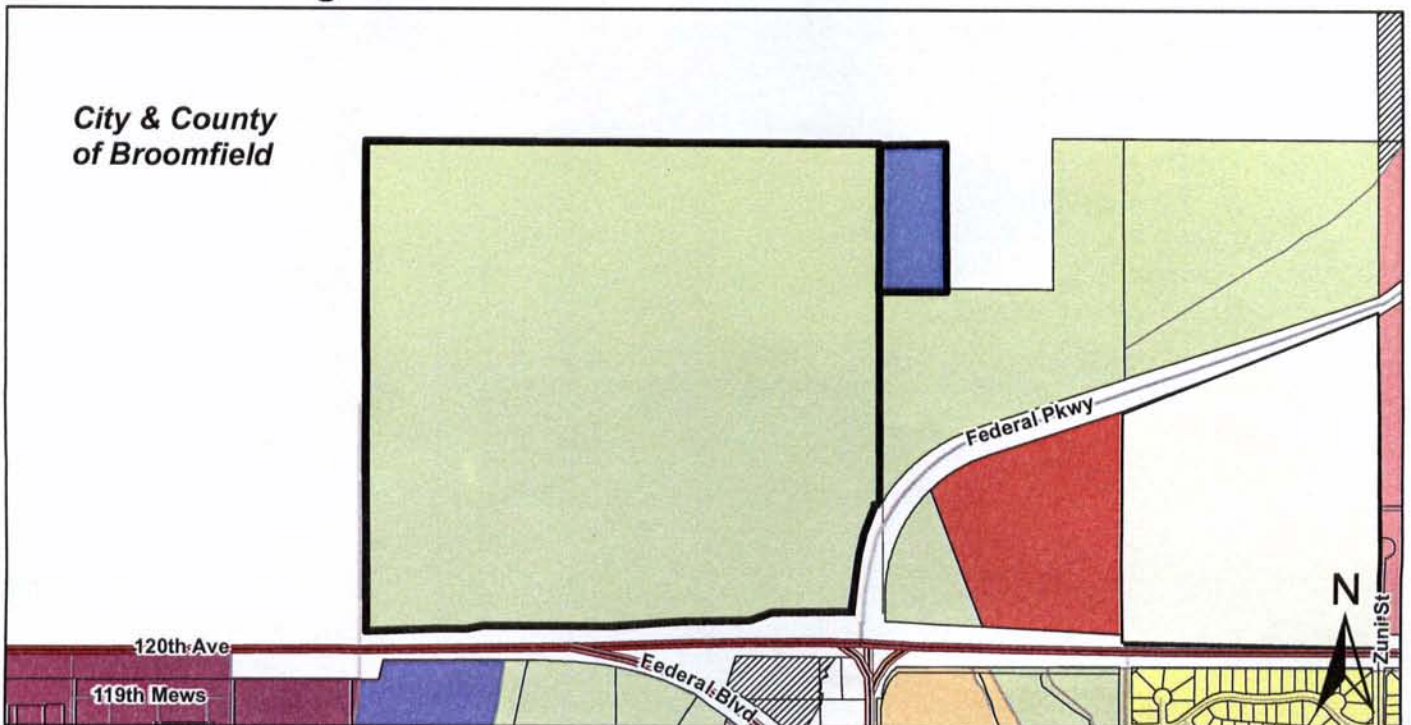
LEGEND

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

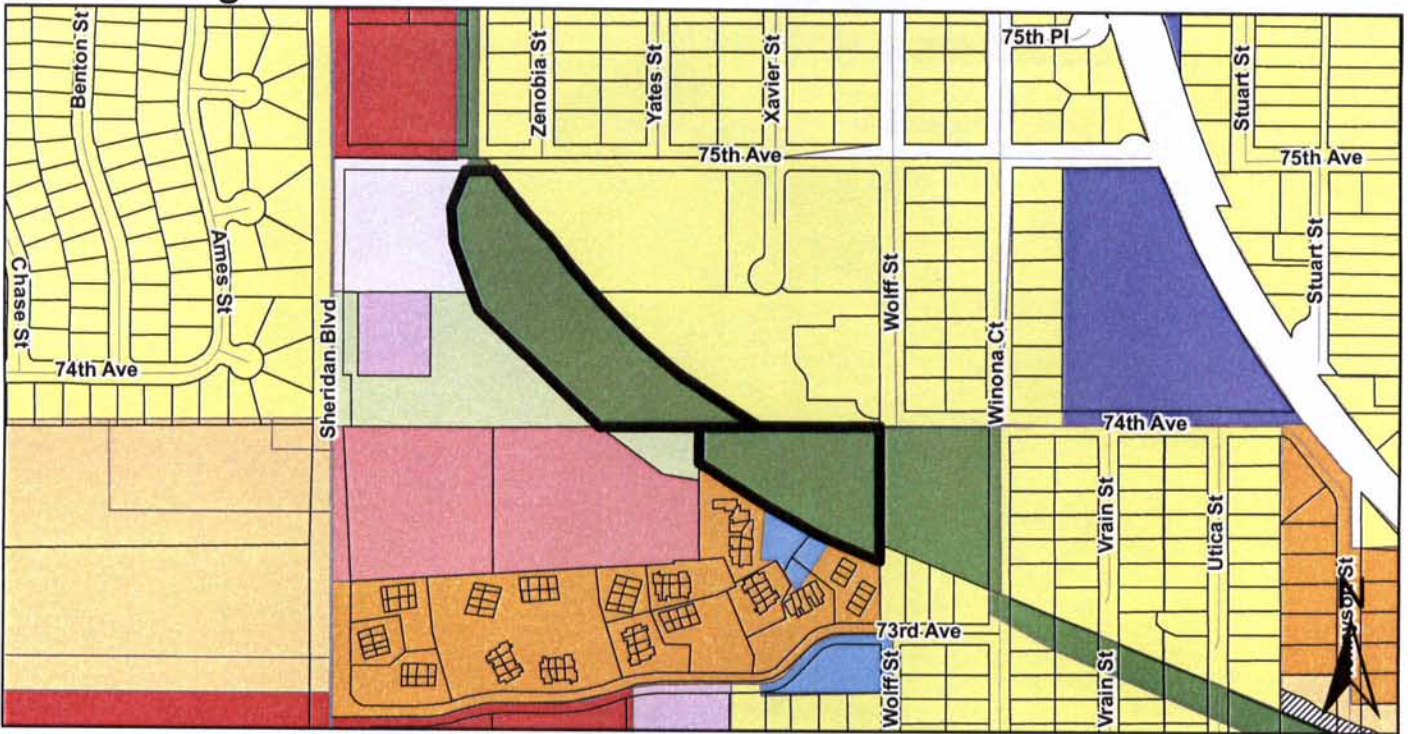
Description of Change: R3.5, Office/Residential, & City Owned Open Space to City Owned Open Space & Public/Quasi Public.



New CLUP Designation



CLUP Designation



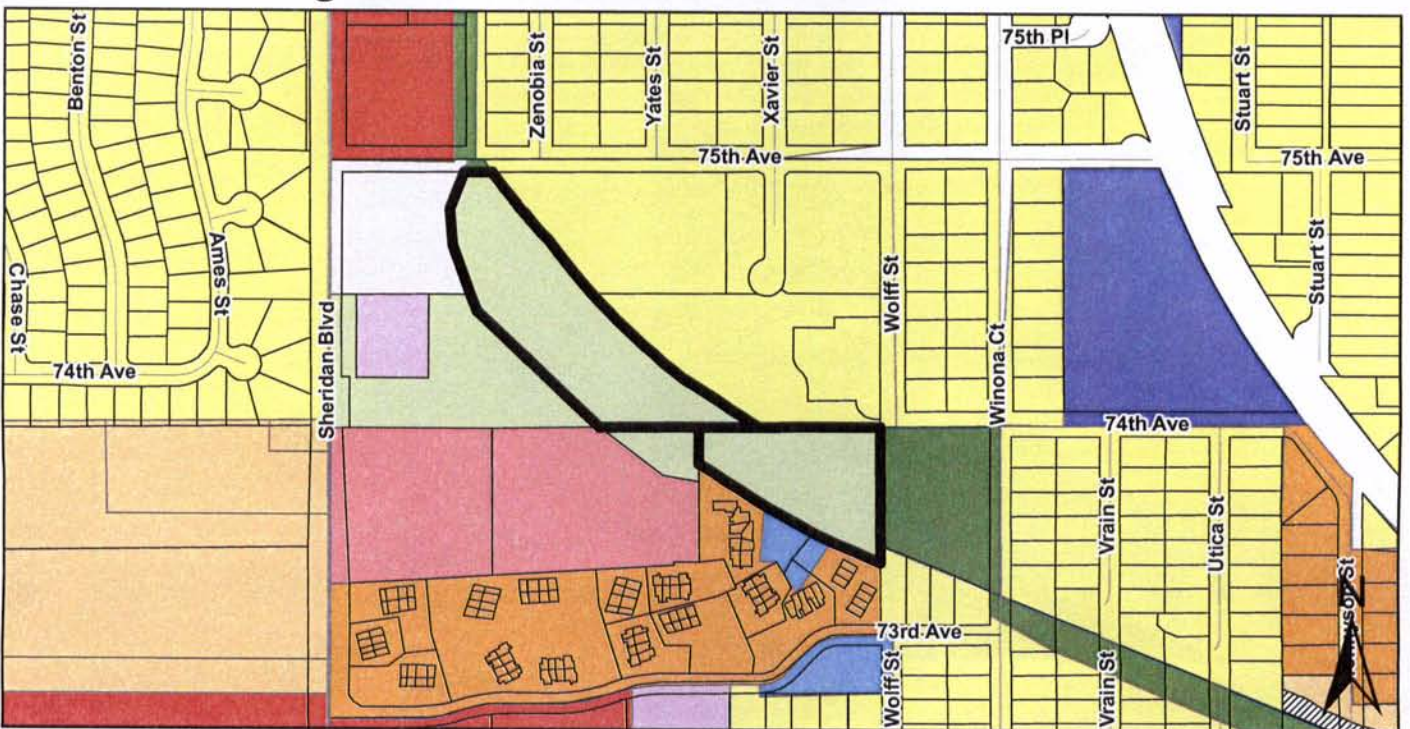
LEGEND

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

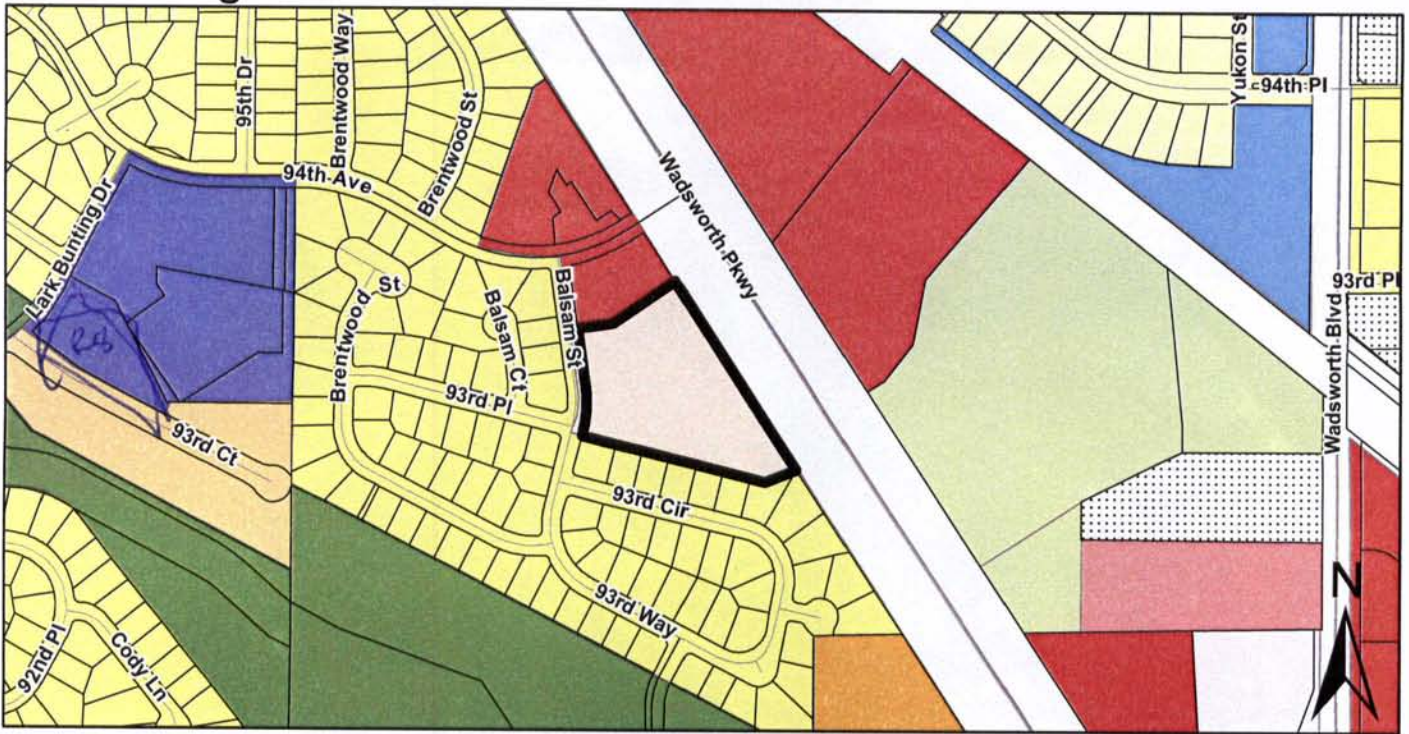
Description of Change: Public Park to City Owned Open Space



New CLUP Designation



CLUP Designation



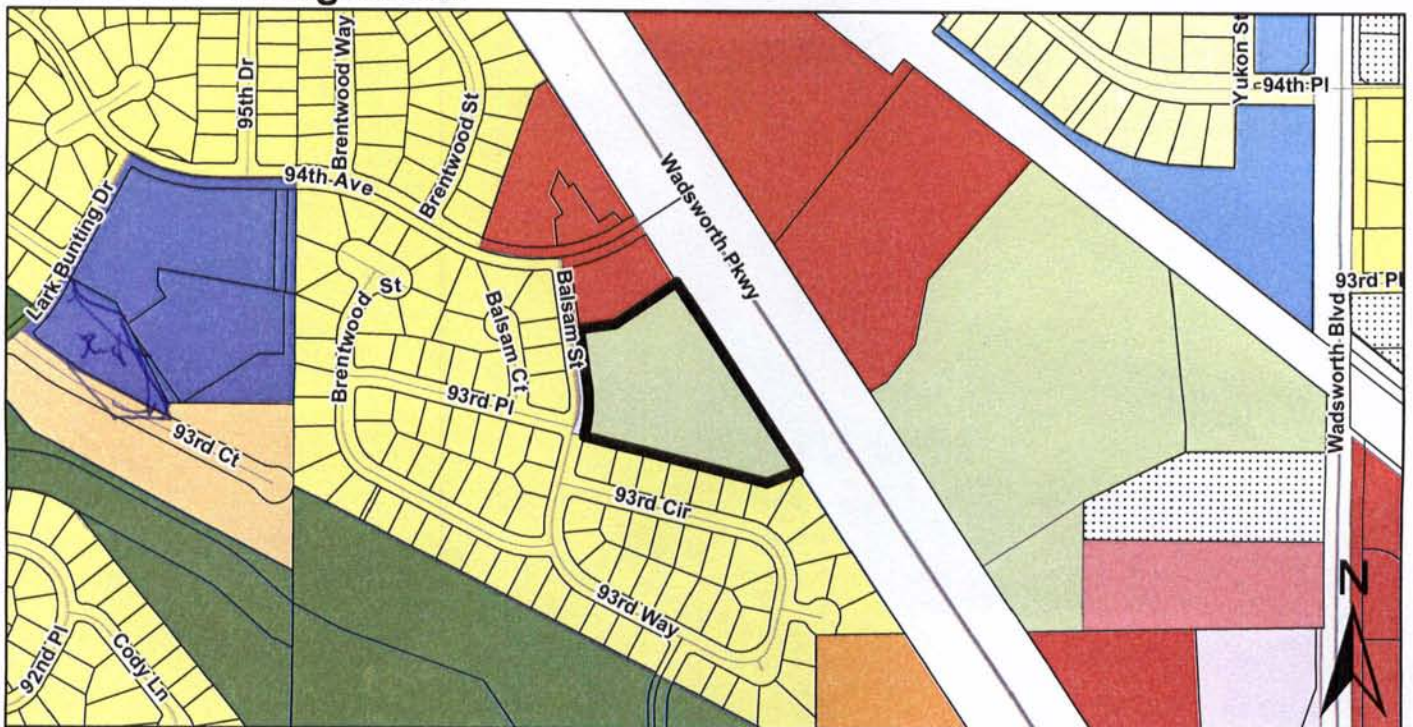
LEGEND

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

Description of Change: From Office to City Owned Open Space



New CLUP Designation

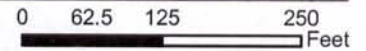


CLUP Designation



LEGEND			
R-1	R-18	Office/Residential	Private Parks/Open Space
R-2.5	Retail Commercial	District Center	Golf Courses
R-3.5	Office	Traditional Mixed Use	Public/Quasi Public
R-5	Industrial	City Owned Open Space	N.E. Comprehensive Dev. Plan
R-8	Business Park	Public Parks	Major Creek Corridor Non Public

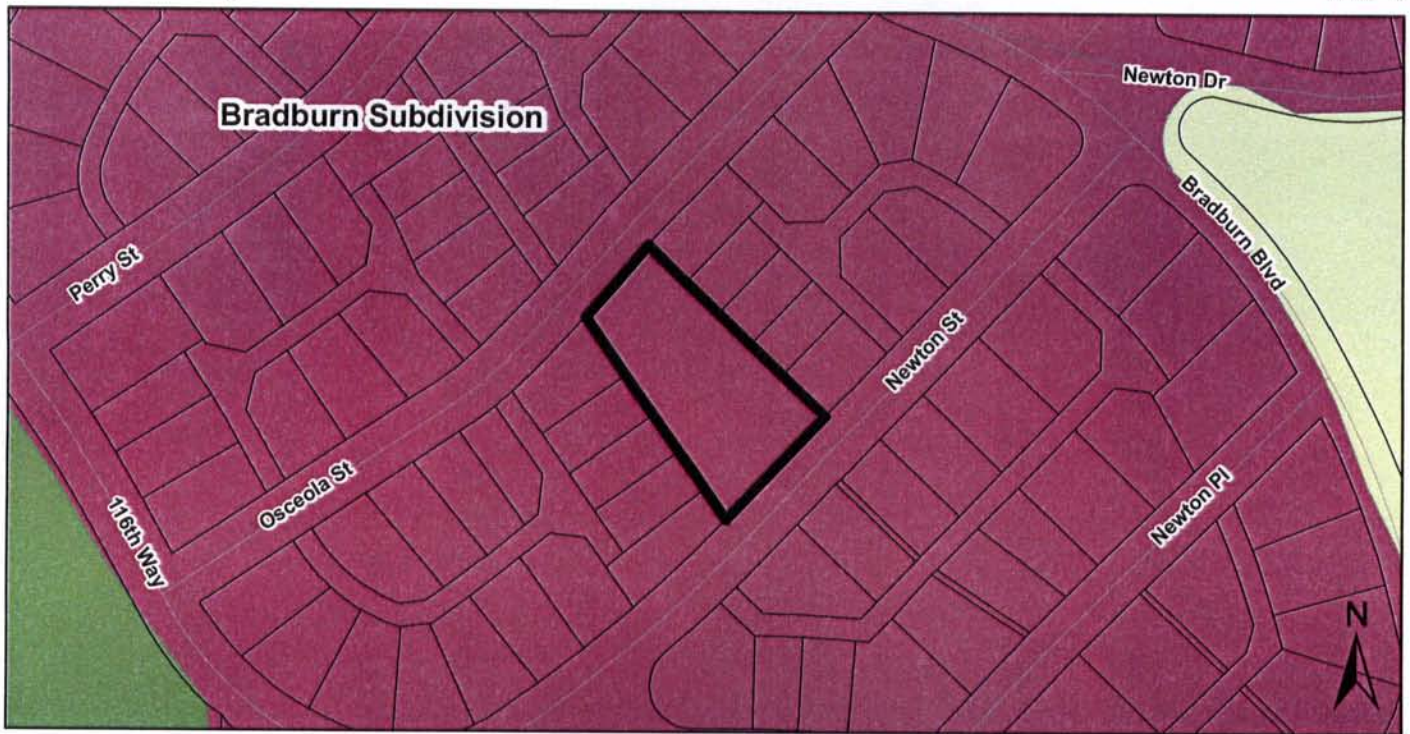
Description of Change: From TMUND to Private Parks/Open Space



New CLUP Designation

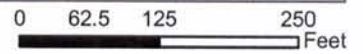


CLUP Designation



LEGEND			
R-1	R-18	Office/Residential	Private Parks/Open Space
R-2.5	Retail Commercial	District Center	Golf Courses
R-3.5	Office	Traditional Mixed Use	Public/Quasi Public
R-5	Industrial	City Owned Open Space	N.E. Comprehensive Dev. Plan
R-8	Business Park	Public Parks	Major Creek Corridor Non Public

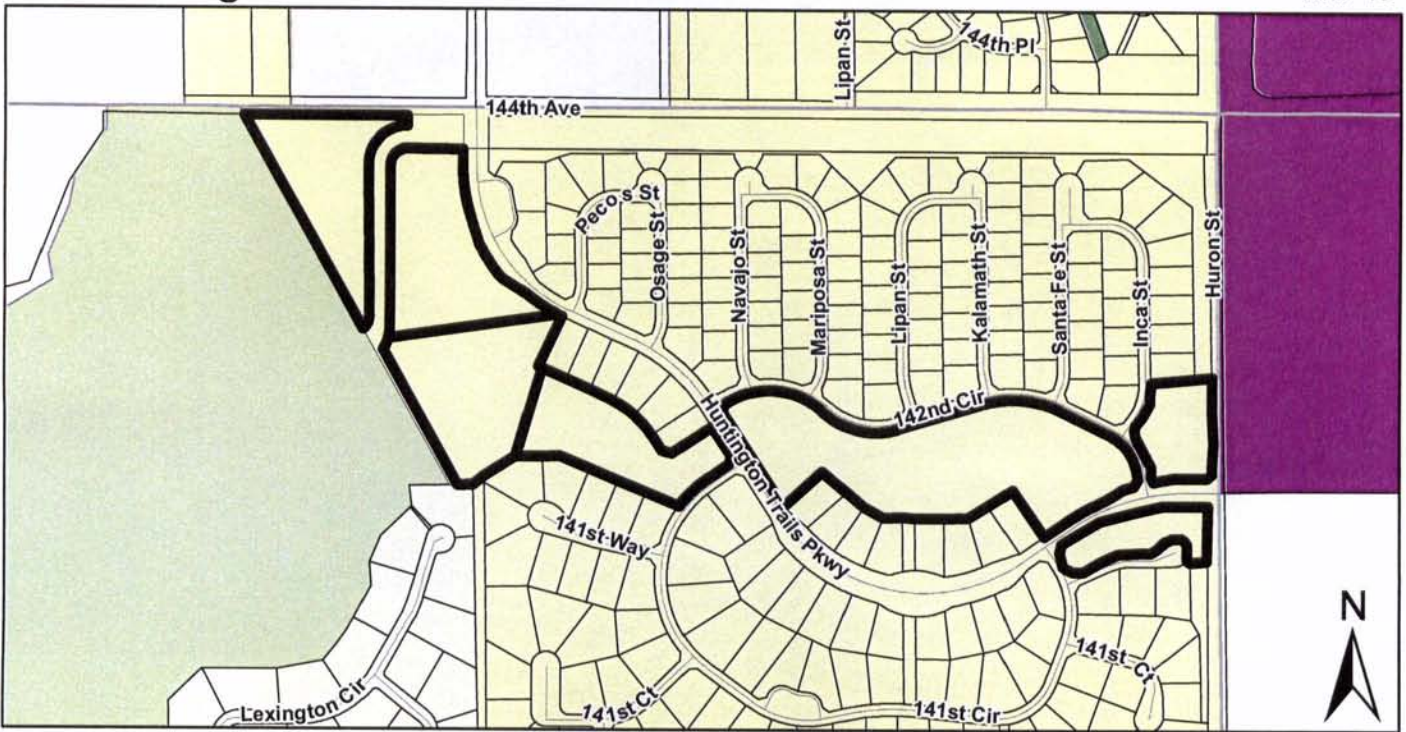
Description of Change: From TMUND to Private Parks/Open Space



New CLUP Designation

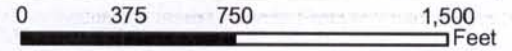


CLUP Designation

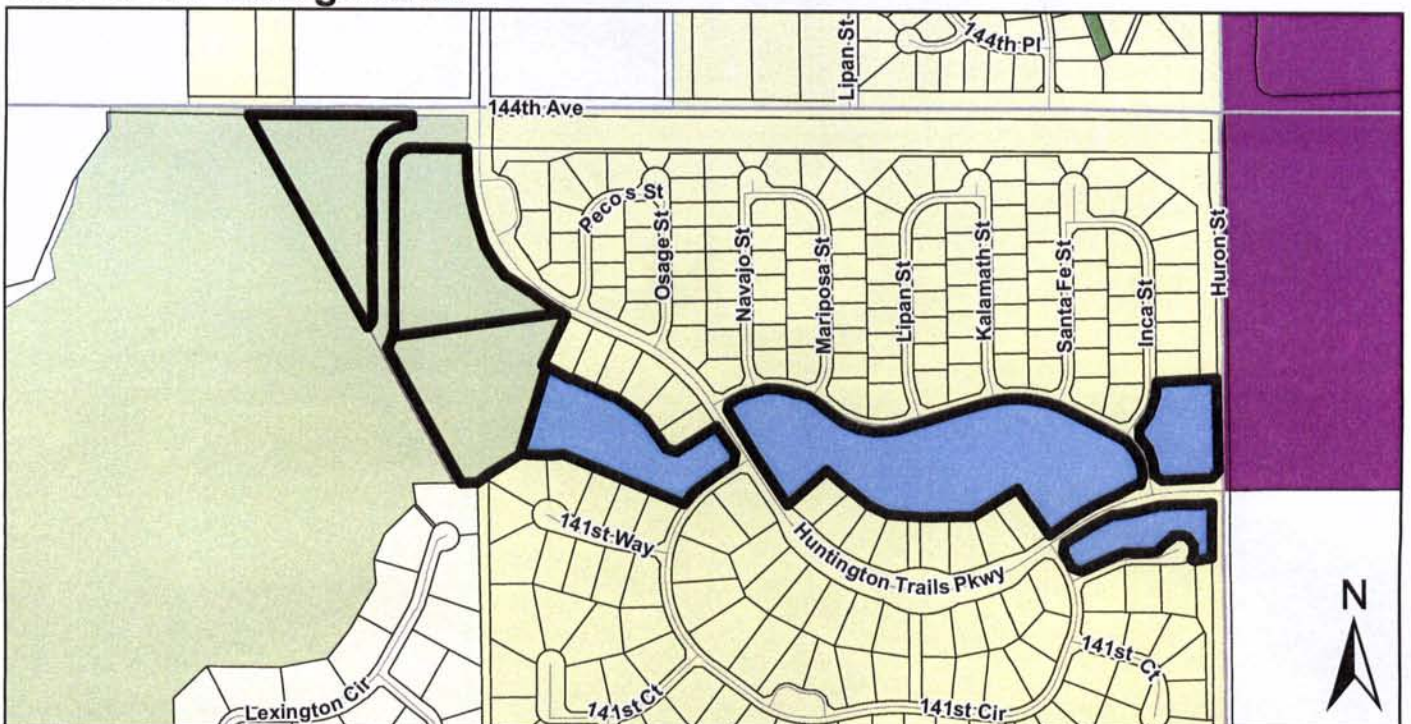


LEGEND			
R-1	R-18	Office/Residential	Private Parks/Open Space
R-2.5	Retail Commercial	District Center	Golf Courses
R-3.5	Office	Traditional Mixed Use	Public/Quasi Public
R-5	Industrial	City Owned Open Space	N.E. Comprehensive Dev. Plan
R-8	Business Park	Public Parks	Major Creek Corridor Non Public

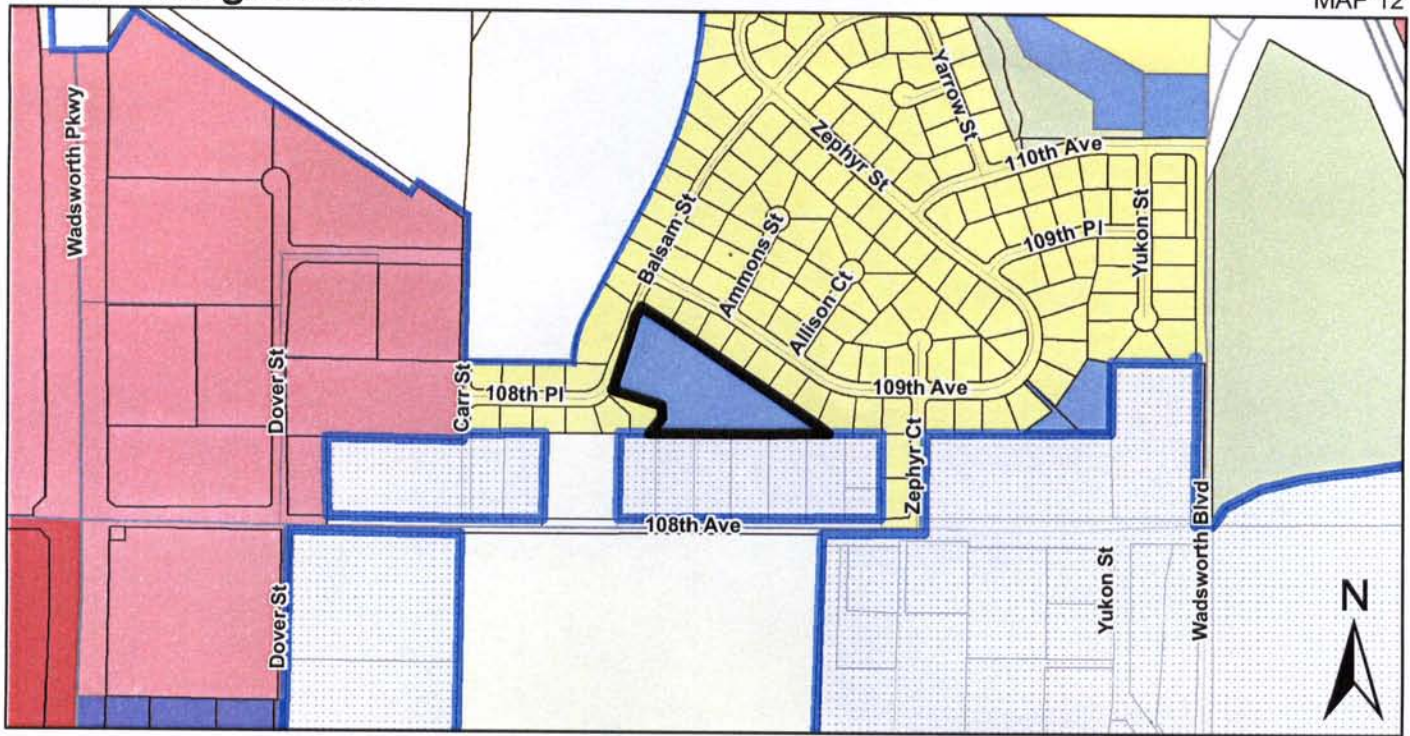
Description of Change: From R-2.5 to Private Parks/
Open Space and City Owned Open Space



New CLUP Designation



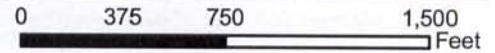
CLUP Designation



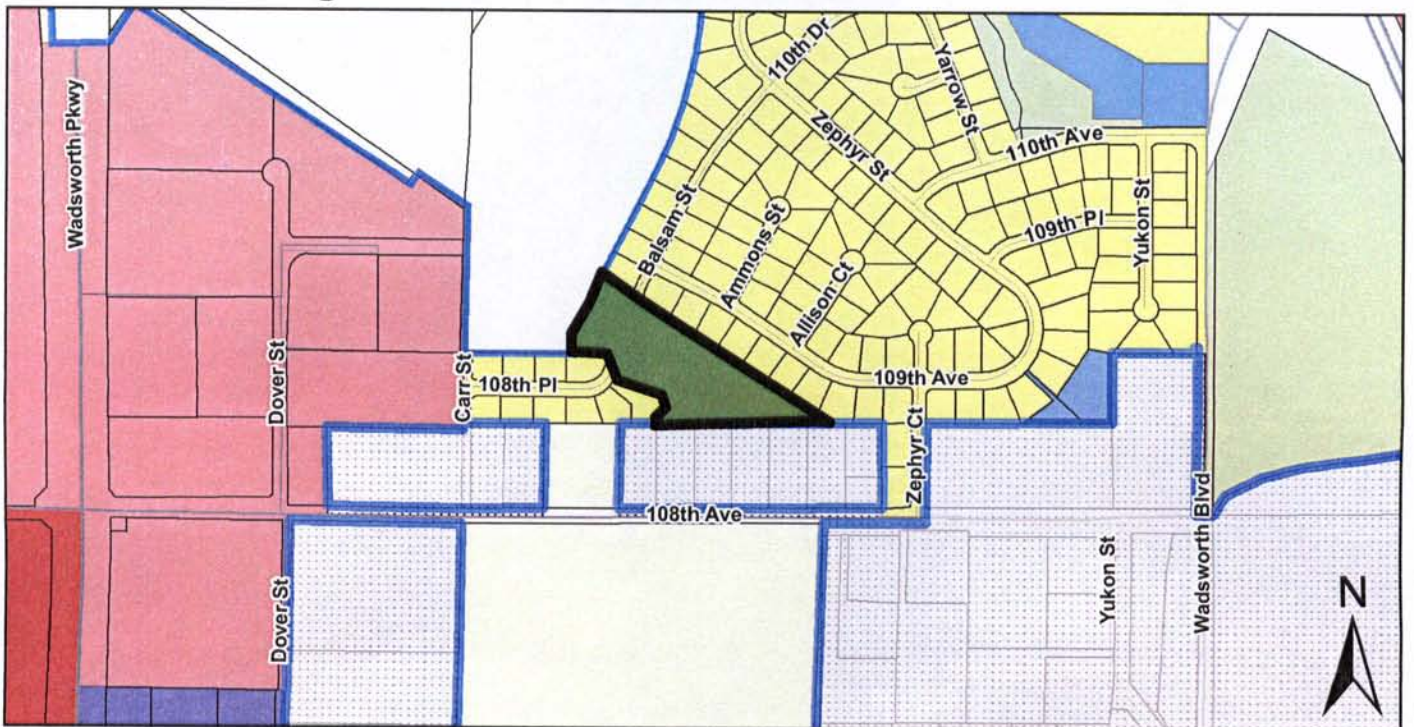
LEGEND

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

Description of Change: From Private Parks/Open Space to Public Parks



New CLUP Designation



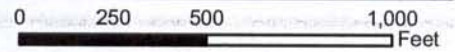
CLUP Designation

MAP 13



LEGEND			
R-1	R-18	Office/Residential	Private Parks/Open Space
R-2.5	Retail Commercial	District Center	Golf Courses
R-3.5	Office	Traditional Mixed Use	Public/Quasi Public
R-5	Industrial	City Owned Open Space	N.E. Comprehensive Dev. Plan
R-8	Business Park	Public Parks	Major Creek Corridor Non Public

Description of Change: City Owned Open Space to R-1



New CLUP Designation





Agenda Item 10 C-G

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
March 27, 2006



SUBJECT: Public Hearing and Action on the Annexation, Comprehensive Land Use Plan Amendment and Zoning for the Kalmar Property

Prepared By: David Falconieri, Planner III

Recommended City Council Action:

1. Hold a public hearing.
2. Adopt Resolution No. 23 making certain findings of fact as required under Section 31-12-110 C.R.S.
3. Pass Councillor's Bill No. 18 on first reading annexing the Kalmar property to the City.
4. Pass Councillor's Bill No. 19 on first reading amending the Comprehensive Land Use Plan to change the designation of the Kalmar property from Northeast Comprehensive Development Plan to R-2.5 Residential. This recommendation is based on a finding that the proposed amendment will be in the public good, and that:
 - a) There is justification for the proposed change and the proposed amendment is in need of revision as proposed;
 - b) The proposed amendment is in conformance with the overall purpose and intent and the goals and policies of the Plan;
 - c) The proposed amendment is compatible with existing and planned surrounding land uses; and
 - d) The proposed amendment would not result in excessive detrimental impacts to the City's existing or planned infrastructure systems.
5. Pass Councillor's Bill No. 20 rezoning the Kalmar property from A-1 (Jefferson County) to RE (One-Family Residential District). This recommendation is based on the finding that the provisions of Section 11-5-3 of the Westminster Municipal Code have been met.

Summary Statement:

- The Kalmar property is located at 9505 Teller Street and consists of two lots on 1 acre. (Please see attached vicinity map.)
- The applicant wishes to annex the property and re-subdivide the two lots to accommodate two homes. The provisions of the Northeast Comprehensive Development Plan, jointly adopted by the City of Westminster and Jefferson County, permit the proposed subdivision with a minimum lot size of 12,500 square feet. The two proposed lots will exceed that minimum lot size.

Expenditure Required: \$ 0

Source of Funds: N/A

Planning Commission Recommendation

The Planning Commission reviewed this proposal on March 14, 2006, and voted unanimously (6-0) to recommend the City Council approve the annexation and rezoning of the Kalmar property from A-1 (Jefferson County) to R-E. This recommendation is based on the findings set forth in Section 11-5-3 of the Westminster Municipal Code.

The Commission also voted to recommend the City Council approve an amendment to the Comprehensive Land Use Plan changing the designation of the Kalmar property from Northeast Comprehensive Development Plan to R-2.5 Residential.

Two individuals spoke at the public hearing regarding the proposal. An adjacent property owner spoke in order to clarify the use of the property and to express a concern that his property may be annexed. A second person spoke in favor of the annexation, citing property rights of the owner.

Policy Issues

1. Should the Kalmar property be annexed at this time?
2. Should the Kalmar property be designated as R-2.5 in the Comprehensive Land Use Plan (CLUP)?
3. Should the Kalmar property be zoned R-E?

Alternative

Make a finding that there is no community of interest with the Kalmar property and take no further action. If this action is taken, the Kalmar property will remain in unincorporated Jefferson County, and the City will be required to serve the property with any needed water and sewer service.

Background Information

Under the terms of the Northeast Comprehensive Development Plan, properties in Subarea “A” may be subdivided provided a minimum lot size of 12,500 square feet is maintained. Both of the proposed new lots would exceed that minimum. If the annexation is approved, the applicant will proceed with the subdivision of the lot in accordance with City policies. The existing house will meet all setback requirements after the proposed subdivision of the lot.

Applicant/Property Owner:

Americus and Assuncion Kalmar

Surrounding Land Use and Comprehensive Land Use Plan Designation:

Development Name	Zoning	CLUP Designation	Use
North: Fox Meadows	PUD	R-2.5 Residential	Single Family Detached Residential
West: Greenlawn Estates	R-E	R-2.5 Residential	Single Family Detached Residential
East: Greenlawn Estates	R-1 (County)	Northeast Comprehensive Development Plan	Single Family Detached Residential
South: Greenlawn Estates	R-1 (County)	Northeast Comprehensive Development Plan	Single Family Detached Residential

Site Plan Information

The applicant has an existing single-family dwelling on the property and wishes to divide the property to add another single-family dwelling. Both properties would be served with City water and sewer service as required under the provisions of the Standley Lake Water and Sewer District Dissolution Agreement.

Referral Agency Responses

None received.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

- Kalmar Vicinity Map
- Resolution
- Annexation Ordinance
- Comprehensive Land Use Plan Ordinance
- Kalmar Comprehensive Land Use Plan Map
- Zoning Ordinance
- Kalmar Zoning Map
- Criteria and Standards for Land Use Applications

RESOLUTION

RESOLUTION NO. **23**

INTRODUCED BY COUNCILLORS

SERIES OF 2006

A RESOLUTION PURSUANT TO SECTION 31-12-110, C.R.S., SETTING FORTH THE FINDINGS OF FACT AND CONCLUSION OF CITY COUNCIL WITH REGARD TO THE PROPOSED ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY IN SECTION 23, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, ALSO KNOWN AS THE KALMAR PROPERTY.

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

WHEREAS, City Council has previously adopted Resolution No. 7 finding the Petition to be in substantial compliance with the provisions of section 31-12-107(1), C.R.S., and;

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

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

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

1. The City Council finds:
 - a. Not less than 1/6 of the perimeter of the area proposed to be annexed is contiguous with the City of Westminster;
 - b. A community of interest exists between the area proposed to be annexed and the City;
 - c. The area is urban or will be urbanized in the near future; and
 - d. The area is integrated with or is capable of being integrated with the City.
2. The City Council further finds:
 - a. With respect to the boundaries of the territory proposed to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, has been divided into separate parts or parcels without the written consent of the landowners thereof, except to the extent such tracts or parcels are separated by dedicated street, road, or other public way; and
 - b. With regard to the boundaries of the area proposed to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, comprising twenty (20) acres or more (which, together with the buildings and improvements situated thereon has a valuation for assessment in excess of \$200,000 for ad valorem tax purposes for the previous year), has been included in the area being proposed for annexation without the written consent of the owners thereof, except to the extent such tract of land is situated entirely within the outer boundaries of the City immediately prior to the annexation of said property.

3. The City Council further finds:

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

b. That the annexation will not result in the detachment of this area from its current school district;

c. That the annexation will not result in the extension of the City's boundary, as of March 27, 2006, more than three (3) miles in any direction;

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

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

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

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

PASSED AND ADOPTED this 27th day of March, 2006.

ATTEST:

Mayor

City Clerk

Kalmar Annexation

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **18**

SERIES OF 2006

INTRODUCED BY COUNCILLORS

A BILL

**FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF
CONTIGUOUS UNINCORPORATED TERRITORY IN A PARCEL OF LAND LOCATED IN
SECTION 23, TOWNSHIP 2 SOUTH, RANGE 69 WEST, 6TH P.M., COUNTY OF JEFFERSON,
STATE OF COLORADO.**

WHEREAS, pursuant to the laws of the State of Colorado, the owners of one-hundred percent of the area, described below presented to and filed with the City Clerk of the City of Westminster a written petition for annexation to and by the City of Westminster of the hereinafter-described contiguous, unincorporated territory situate, lying and being in the County of Jefferson, State of Colorado; and

WHEREAS, City Council has found that the petition and accompanying maps meet the requirements of Section 31-12-101, et.seq., Colorado Revised Statutes, as amended; and

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

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

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

NOW, THEREFORE, the City of Westminster ordains:

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

A parcel of land located in the northeast one-quarter of Section 23, Township 2 South, Range 69 West, of the 6th Principal Meridian, City of Westminster, County of Jefferson, State of Colorado being a part of Lots 23 and 24 of Greenlawn Acres and Reservoir as recorded in the office of Jefferson County Clerk and Recorder, in Plat Book 2 at Page 77, and being more particularly described as follows:

Commencing at the north one-quarter corner of said Section 23; thence N89°15'00"E along the north line of said Section 23 a distance of 1,309.51 feet to the northeast corner of said Lot 24; thence S00°22'40"E along the east line of said Lot 24 a distance of 30.00 feet; thence S89°15'00"W and parallel with the north line of said Lot 24 a distance of 10.00 feet; thence S00°22'40"E and parallel with the east line of said Lot 24 a distance of 217.37 feet, to the true point of beginning; thence S89°15'00"W and parallel with the north line of said Lot 24 a distance of 200.00 feet; thence S00°22'40"E and parallel with the east line of said Lot 24 a distance of 217.00 feet; thence N89°15'00"E and parallel with the north line of said Lot 24 a distance of 200.00 feet; thence N00°22'40"W and parallel with the east line of said Lot 24 a distance of 217.00 feet to the true point of beginning, containing an area of 43,399 square feet or 0.996 acres, more or less.

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

Section 3. The title and purpose of this ordinance shall be published prior to its consideration on second reading. The full text of this ordinance shall be published within ten (10) days after its enactment after second reading.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 27th day of March, 2006.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 10th day of April, 2006.

ATTEST:

Mayor

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney's Office

Kalmar Annexation

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **19**

SERIES OF 2006

INTRODUCED BY COUNCILLORS

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

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

a. That an application for an amendment to the Westminster Comprehensive Land Use Plan has been submitted to the City for its approval pursuant to W.M.C. §11-4-16(D), by the owner(s) of the property legally described below, requesting a change in the land use designations from “unincorporated” to “R-2.5 Residential” for the Kalmar property also known as 9505 Teller Street.

b. That such application has been referred to the Planning Commission, which body held a public hearing thereon on March 14th, 2006, after notice complying with W.M.C. §11-4-16(B) and has recommended approval of the requested amendment.

c. That notice of the public hearing before Council has been provided in compliance with W.M.C. § 11-4-16(B) and the City Clerk has certified that the required notices to property owners were sent pursuant to W.M.C. §11-4-16(D).

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

e. That the owners have met their burden of proving that the requested amendment will further the public good and will be in compliance with the overall purpose and intent of the Comprehensive Land Use Plan, particularly Policy A1c, which states that annexation of County enclaves will be considered on a case by case basis, taking into consideration fiscal, social and land use factors.

Section 2. The City Council approves the requested amendment and authorizes City Staff to make the necessary changes to the map of the Westminster Comprehensive Land Use Plan to change the designation of the property legally described below (and graphically depicted on attached Exhibit A) to “R-2.5 Residential”:

A parcel of land located in the northeast one-quarter of Section 23, Township 2 South, Range 69 West, of the 6th Principal Meridian, City of Westminster, County of Jefferson, State of Colorado being a part of Lots 23 and 24 of Greenlawn Acres and Reservoir as recorded in the office of Jefferson County Clerk and Recorder, in Plat Book 2 at Page 77, and being more particularly described as follows:

Commencing at the north one-quarter corner of said Section 23; thence N89°15'00"E along the north line of said Section 23 a distance of 1,309.51 feet to the northeast corner of said Lot 24; thence S00°22'40"E along the east line of said Lot 24 a distance of 30.00 feet; thence S89°15'00"W and parallel with the north line of said Lot 24 a distance of 10.00 feet; thence S00°22'40"E and parallel with the east line of said Lot 24 a distance of 217.37 feet, to the true point of beginning; thence S89°15'00"W and parallel with the north line of said Lot 24 a distance of 200.00 feet; thence S00°22'40"E and parallel with the east line of said Lot 24 a distance of 217.00 feet; thence N89°15'00"E and parallel with the north line of said Lot 24 a distance of 200.00 feet; thence N00°22'40"W and parallel with the east line of said Lot 24 a distance of 217.00 feet to the true point of beginning, containing an area of 43,399 square feet or 0.996 acres, more or less.

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

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 27th of March, 2006.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 10th day of April, 2006.

ATTEST:

Mayor

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney's Office

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **20**

SERIES OF 2006

INTRODUCED BY COUNCILLORS

**A BILL
FOR AN ORDINANCE AMENDING THE ZONING LAW AND ESTABLISHING THE ZONING
CLASSIFICATION OF CERTAIN DESCRIBED PROPERTY IN A PARCEL OF LAND
LOCATED IN SECTION 23, TOWNSHIP 2 SOUTH, RANGE 69 WEST, 6TH P.M., COUNTY OF
JEFFERSON, STATE OF COLORADO.**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

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

Section 2. The Zoning District Map of the City is hereby amended by reclassification of the property described herein from Jefferson County A-1 to City of Westminister R-E. A parcel of land located in Section 23, Township 2 South, Range 69 West, 6th P.M., County of Jefferson, State of Colorado, more particularly described as follows:

A parcel of land located in the northeast one-quarter of Section 23, Township 2 South, Range 69 West, of the 6th Principal Meridian, City of Westminister, County of Jefferson, State of Colorado being a part of Lots 23 and 24 of Greenlawn Acres and Reservoir as recorded in the office of Jefferson County Clerk and Recorder, in Plat Book 2 at Page 77, and being more particularly described as follows:

Commencing at the north one-quarter corner of said Section 23; thence N89°15'00"E along the north line of said Section 23 a distance of 1,309.51 feet to the northeast corner of said Lot 24; thence S00°22'40"E along the east line of said Lot 24 a distance of 30.00 feet; thence S89°15'00"W and parallel with the north line of said Lot 24 a distance of 10.00 feet; thence S00°22'40"E and parallel with the east line of said Lot 24 a distance of 217.37 feet, to the true point of beginning; thence S89°15'00"W and parallel with the north line of said Lot 24 a distance of 200.00 feet; thence S00°22'40"E and parallel with the east line of said Lot 24 a distance of 217.00 feet; thence N89°15'00"E and parallel with the north line of said Lot 24 a distance of 200.00 feet; thence N00°22'40"W and parallel with the east line of said Lot 24 a distance of 217.00 feet to the true point of beginning, containing an area of 43,399 square feet or 0.996 acres, more or less.

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 27th day of March, 2006.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 10th day of April, 2006.

ATTEST:

Mayor

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney's Office

Kalmar Zoning

Criteria and Standards for Land Use Applications

Comprehensive Land Use Plan Amendments

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

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

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

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

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

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

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

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

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

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

1. The proposed zoning or rezoning is in conformance with the City's Comprehensive Plan and all City policies, standards and sound planning principles and practice.
2. There is either existing capacity in the City's street, drainage and utility systems to accommodate the proposed zoning or rezoning, or arrangements have been made to provide such capacity in a manner and timeframe acceptable to City Council.

City Initiated Rezoning

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

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

Official Development Plan (ODP) Application

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

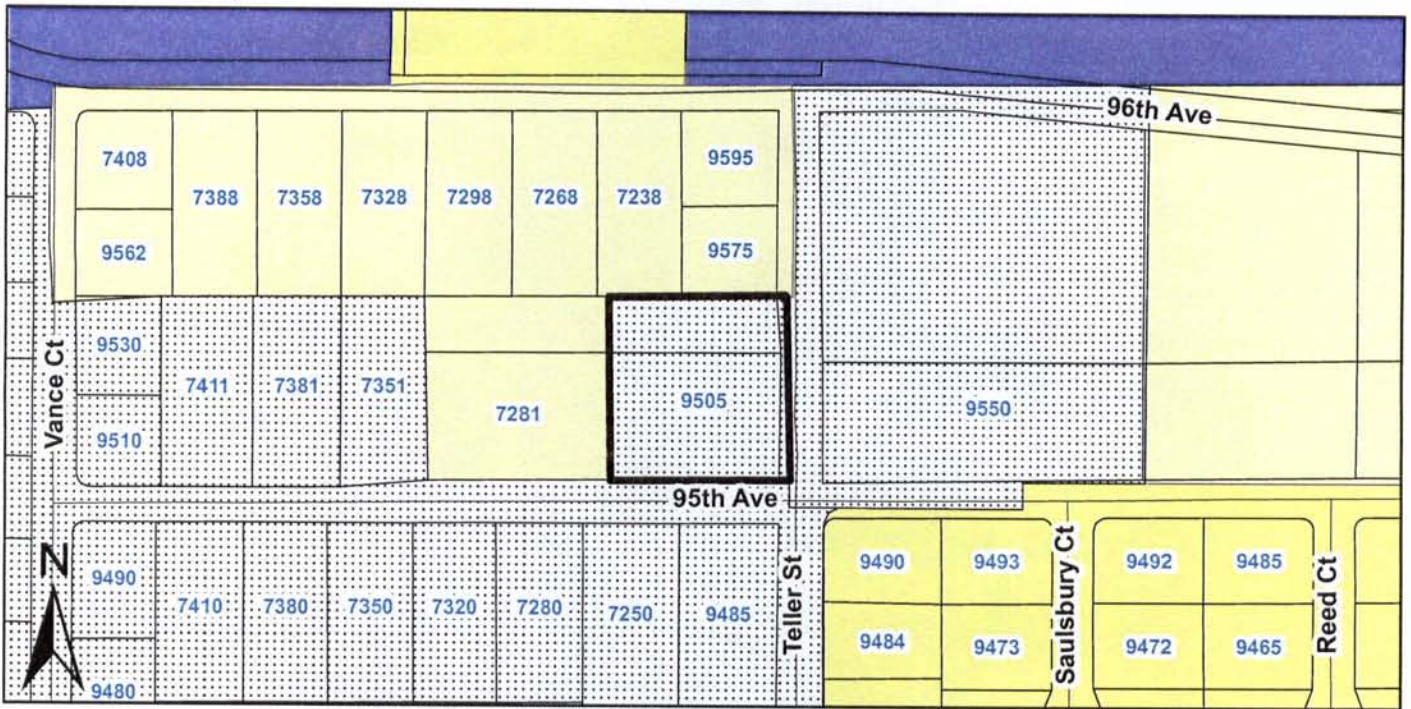
(A) In reviewing an application for the approval of an Official Development Plan or amended Official Development Plan the following criteria shall be considered:

1. The plan is in conformance with all City Codes, ordinances, and policies.
2. The plan is in conformance with an approved Preliminary Development Plan or the provisions of the applicable zoning district if other than Planned Unit Development (PUD).
3. The plan exhibits the application of sound, creative, innovative, or efficient planning and design principles.
4. For Planned Unit Developments, any exceptions from standard code requirements or limitations are warranted by virtue of design or special amenities incorporated in the development proposal and are clearly identified on the Official Development Plan.

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

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

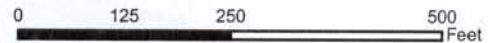
CLUP Designation



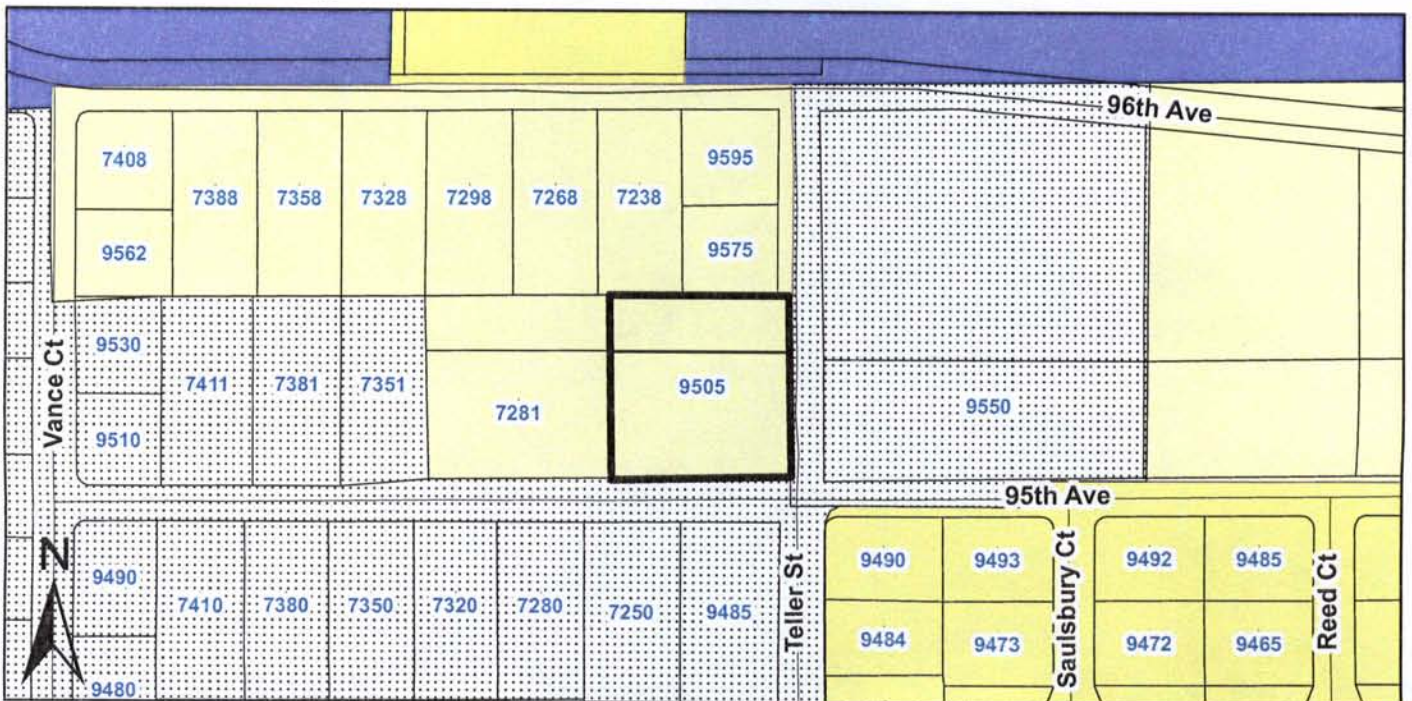
LEGEND

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

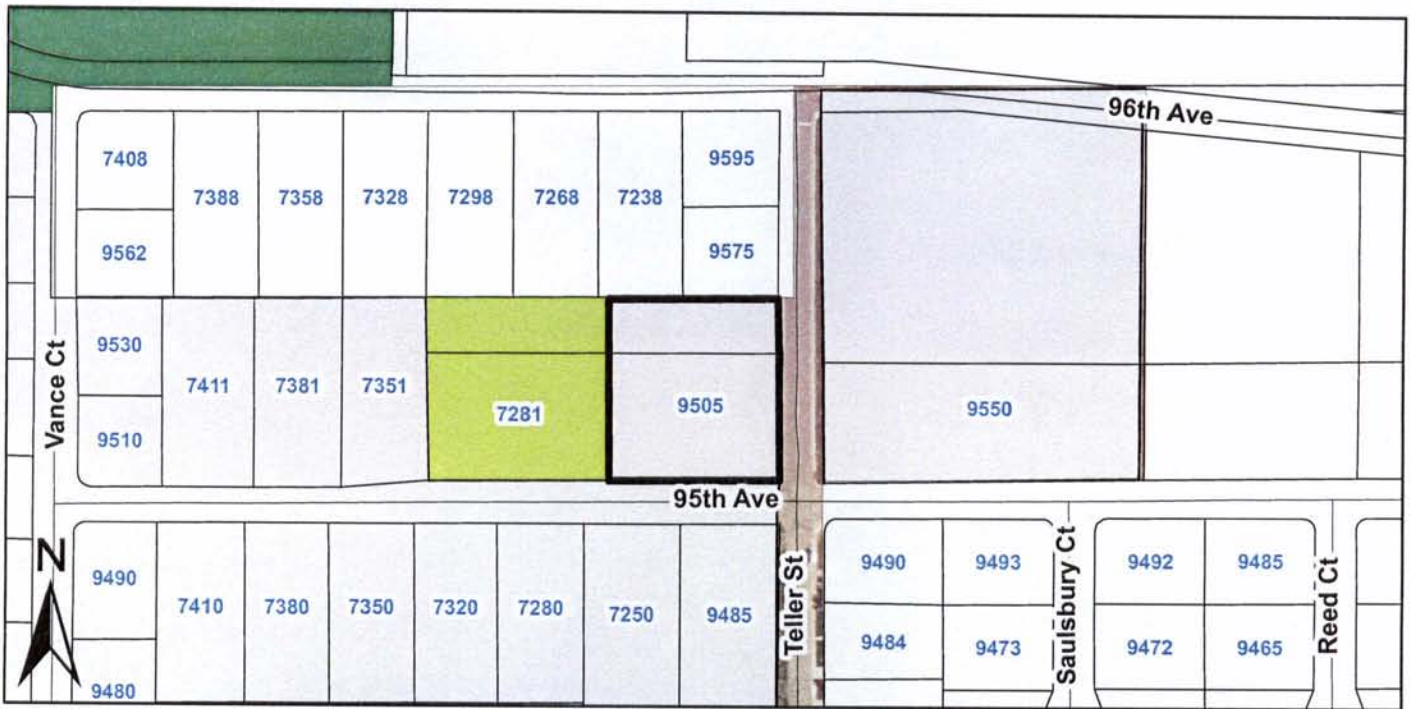
Description of Change: N.E. Comp. Dev. Plan to R-2.5








New CLUP Designation



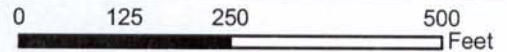
Zoning Designation



LEGEND

 B-1	 O-1	 R-1	 R-5	 T-1
 C-1	 PUD	 R-2	 R-A	 Not in City Limits
 M-1	 R-3	 R-4	 R-E	

Description of Change: Not in City Limits to R-E



New Zoning Designation





Agenda Item 10 H-L

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
March 27, 2006



SUBJECT: Public Hearing and Action on the Annexation, Comprehensive Land Use Plan Amendment and Zoning for the Walnut Creek former Jeffco Schools R-1 Property

Prepared By: David Falconieri, Planner III

Recommended City Council Action

1. Hold a public hearing.
2. Adopt Resolution No. 24 making certain findings of fact as required under Section 31-12-110 C.R.S.
3. Pass Councillor's Bill No. 21 on first reading annexing the Walnut Creek former Jeffco Schools R-1 property to the City of Westminster.
4. Pass Councillor's Bill No. 22 Amending the Comprehensive Land Use Plan adding the Walnut Creek R-1 property and assigning the designation of City Owned Open Space. This action is based on a finding that the proposed amendment will be in the public good and that:
 - a) There is justification for the proposed change and the Plan is in need of revision as proposed; and
 - b) The amendment is in conformance with the overall purpose and intent and the goals and policies of the Plan; and
 - c) The proposed amendment is compatible with existing and planned surrounding land uses; and
 - d) The proposed amendment would not result in excessive detrimental impacts to the City's existing or planned infrastructure systems.
5. Pass Councillor's Bill No. 23 on first reading rezoning the Walnut Creek former Jeffco Schools R-1 property from A-1 (Jefferson County) to O-1 (Open) in the City of Westminster. This action is based on the finding that the provisions of Section 11-5-3 W.M.C. have been met.

Summary Statement

- The Walnut Creek former Jeffco Schools R-1 property is located between Union Way and Tabor Court on the west and east, and north of the Church Ditch right-of-way (please refer to attached vicinity map) generally within the Walnut Creek subdivision.
- The property is approximately 11.9 acres in size and has been acquired by the City as an addition to the Westminster Hills Open Space area. The property was acquired as part of a land exchange with Jefferson County R-1 Schools which received a parcel within the Standley Lake Regional Park area in exchange.

Expenditure Required: \$ 0

Source of Funds: N/A

Planning Commission Recommendation

The Planning Commission reviewed this proposal on March 14, 2006, and voted unanimously (6-0) to recommend the City Council approve the annexation and rezoning of the Walnut Creek R-1 property from A-1 (Jefferson County) to O-1 (Open). This recommendation is based on the findings set forth in Section 11-5-3 of the Westminster Municipal Code.

The Commission also recommended that the City Council approve an amendment to the Comprehensive Land Use Plan adding the Walnut Creek R-1 property and assigning a designation of City Owned Open Space.

Seven residents of Walnut Creek subdivision spoke to ask questions regarding the property. Concerns expressed included use of the property, fencing, prairie dogs, and weed control.

Concerns expressed included the following:

- 1) There was a strong desire expressed by residents that the dog park not be extended into the new open space north of the existing east/west fence that divides the property in half. There are no plans to do so.
- 2) Several individuals asked how the property would be fenced. Currently there is a barb wire fence across the middle of the open space (see attached map). This issue has not yet been resolved by City Staff.
- 3) Concern was expressed over the prairie dogs being chased closer to the Walnut Creek residential area by dogs from the dog park.
- 4) The residents wanted assurance that weeds would be controlled by the City. If annexed, the City would cut the grasses on an as needed basis.

Policy Issues

1. Should the City annex the Walnut Creek R-1 property at this time?
2. Should the City approve a Comprehensive Land Use Plan amendment for the Walnut Creek R-1 property changing the designation from unincorporated to City Owned Open Space?
3. Should the City approve the rezoning of the Walnut Creek R-1 property from Jefferson County to City O-1 (Open Space)?

Alternative

Make a finding that there is no community of interest with the Walnut Creek R-1 property and take no further action. If this action is taken, the property will remain unincorporated and subject to County policies and regulations.

Background Information

Nature of Request

City Staff is recommending that this recently acquired parcel of land be annexed in order to add it to the City's open space inventory of lands, and to apply City policies and regulations to the property. City services can also be provided to the property once the property is annexed.

Location

The site is located within the unincorporated Walnut Creek subdivision that is west of Simms Street at the 107th Avenue alignment. (Please see attached vicinity map).

The Westminster Municipal Code requires the owner of the property requesting an amendment to the Comprehensive Land Use Plan (CLUP) to prove the amendment is in the public good and is in overall compliance with the purpose and intent of the CLUP. Further, the CLUP provides four criteria to be used when considering a CLUP amendment. Staff has reviewed these criteria and has provided the following comments on each.

1. The proposed amendment must, “Demonstrate that there is justification for the proposed change, and that the Plan is in need of revision as proposed.” All annexed lands must be added to the CLUP in order to keep that document current with existing conditions.
2. The proposed amendment must, “Be in conformance with the overall purpose, intent, goals, and policies of the Plan.” Applicable goals are stated in Section III of the Community Goals and Policies section of the Plan. They include:
 - Goal H4 – Enhance the City’s open space system to preserve natural areas, vistas and view corridors, and to complete the open space and trail systems.
 - Policy H4 – Use acquisition of open space as a tool to channel growth into appropriate areas and to shape the overall design of the community.

Based upon these goals and policies, Staff has found this proposed amendment to be in conformance with the overall purpose, intent, goals, and policies of the Plan.

3. The proposal must, “Be compatible with existing and surrounding land uses.” This parcel will add to the Westminster Hills open space area and will have minimal impacts on the surrounding residences.
4. The proposal must, “Not result in detrimental impacts to the City’s existing or planned infrastructure or provide measures to mitigate such impacts to the satisfaction of the City.” The use of the property will not change current conditions that have existed since the construction of the Walnut Creek subdivision. Since a school site was originally planned for the property, the use as open space will have significantly less impact over what was originally planned.

Public Notification

Westminster Municipal Code 11-5-13 requires the following three public notification procedures:

- **Published Notice:** Notice of public hearings scheduled before Planning Commission shall be published and posted at least 10 days prior to such hearing and at least four days prior to City Council public hearings. Notice was published in the Westminster Window on March 2, 2006.
- **Property Posting:** Notice of public hearings shall be posted on the property with one sign in a location reasonably visible to vehicular and pedestrian traffic passing adjacent to the site. One sign was posted on the property on March 3, 2006.
- **Written Notice:** At least 10 days prior to the date of the public hearing, the applicant shall mail individual notices by first-class mail to property owners and homeowner’s associations registered with the City within 300 feet of the subject property.

Applicant/Property Owner
City of Westminster

Surrounding Land Use and Comprehensive Land Use Plan Designations

Development Name	Zoning	CLUP Designation	Use
North : Walnut Creek Subdivision	PUD	Unincorporated	Single family detached Residential
West: Westminster Hills Open Space	O-1	City Owned Open Space	Open Space
South: Westminster Hills Open Space	O-1	City Owned Open Space	Open Space
East: Westminster Hills Open Space	O-1	City Owned Open Space	Open Space

Site Plan Information

Not applicable.

Service Commitment Category

Not applicable.

Referral Agency Responses

A copy of the proposed plans was sent to the following agencies: Jefferson County. Staff received a response from the County stating that they had no concerns.

Neighborhood Meeting(s) and Public Comments

No comments were received from the adjacent neighbors.

Respectfully submitted,

J. Brent McFall

City Manager

Attachments

- Vicinity Map
- Findings of Fact Resolution
- Annexation Ordinance
- Comprehensive Land Use Plan Ordinance
- Comprehensive Land Use Plan Map
- Zoning Ordinance
- Zoning Map
- Criteria and Standards for Land Use Applications

RESOLUTION

RESOLUTION NO. **24**

INTRODUCED BY COUNCILLORS

SERIES OF 2006

A RESOLUTION PURSUANT TO SECTION 31-12-110, C.R.S., SETTING FORTH THE FINDINGS OF FACT AND CONCLUSION OF CITY COUNCIL WITH REGARD TO THE PROPOSED ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY IN SECTION 8, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, ALSO KNOWN AS THE WALNUT CREEK R-1 PROPERTY.

WHEREAS, pursuant to the laws of the State of Colorado, there has been filed with the City Clerk an application for the annexation of the property owned by the City as described below; and

WHEREAS, City Council has held a hearing concerning the proposed annexation and considered the property's eligibility for annexation as set out in Sections 31-12-104 and -105, C.R.S.; and

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

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

1. The City Council finds:
 - a. Not less than 1/6 of the perimeter of the area proposed to be annexed is contiguous with the City of Westminster;
 - b. A community of interest exists between the area proposed to be annexed and the City;
 - c. The area is urban or will be urbanized in the near future; and
 - d. The area is integrated with or is capable of being integrated with the City.
2. The City Council further finds:
 - a. With respect to the boundaries of the territory proposed to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, has been divided into separate parts or parcels without the written consent of the landowners thereof, except to the extent such tracts or parcels are separated by dedicated street, road, or other public way; and
 - b. With regard to the boundaries of the area proposed to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, comprising twenty (20) acres or more (which, together with the buildings and improvements situated thereon has a valuation for assessment in excess of \$200,000 for ad valorem tax purposes for the previous year), has been included in the area being proposed for annexation without the written consent of the owners thereof, except to the extent such tract of land is situated entirely within the outer boundaries of the City immediately prior to the annexation of said property.

3. The City Council further finds:
 - a. That no annexation proceedings concerning the property proposed to be annexed by the City has been commenced by another municipality;
 - b. That the annexation will not result in the detachment of this area from its current school district;
 - c. That the annexation will not result in the extension of the City's boundary, as of March 27, 2006, more than three (3) miles in any direction;
 - d. That the City of Westminster has in place a plan for the area proposed to be annexed; and
 - e. That in establishing the boundaries of the area to be annexed, the entire width of any street or alley is included within the area annexed.
4. The City Council further finds that an election is not required and no additional terms or conditions are to be imposed upon the area to be annexed.
5. The City Council concludes that the City may proceed to annex the area proposed to be annexed by ordinance pursuant to section 31-12-111, C.R.S.

PASSED AND ADOPTED this 27th day of March, 2006.

ATTEST:

Mayor

City Clerk

Walnut Creek R-1 Annexation

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **21**

SERIES OF 2006

INTRODUCED BY COUNCILLORS

A BILL

**FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF
CONTIGUOUS UNINCORPORATED TERRITORY IN A PARCEL OF LAND LOCATED IN
SECTION 8, TOWNSHIP 2 SOUTH, RANGE 69 WEST, 6TH P.M., COUNTY OF JEFFERSON,
STATE OF COLORADO.**

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

WHEREAS, City Council has found that the application and accompanying maps meet the requirements of Section 31-12-101, et.seq., Colorado Revised Statutes, as amended; and

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

NOW, THEREFORE, the City of Westminster ordains:

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

A tract of land to be annexed to the City of Westminster, Lot 29, Block 3 of the Walnut Creek Development, Unit One as recorded at Reception Number 70362747 of the records of Jefferson County Clerk and Recorder and a part of the south half of the southeast quarter of Section 8, Township 2 South, Range 69 west of the Sixth Principal Meridian in the County of Jefferson, State of Colorado more particularly described as follows,

Commencing at the east quarter corner of said section a monument as described in the City of Westminster GIS survey plat; thence along the east line of said quarter the bearing of which all bearings hereon are based, S00°11'43"E, 1322.43 feet; thence N89°45'44"W, 953.29 feet to the point of beginning, a point on the northerly line of that annexation to the City of Westminster as recorded at Reception Number 49967 on June 23, 1978 of said records;

Thence along said northerly line S16°39'39"W 761.85 feet to a point on the north line of the Church Ditch; thence continuing along said lines N62°42'21"W 313.89 feet; thence continuing along said lines N28°25'54"E 208.16 feet; thence continuing along said lines N20°34'55"W 264.39 feet; thence continuing along said lines N49°55'00"W 245.66 feet to a point on the south line of said Walnut Creek development, Unit One; thence along the north line of said ditch N49°27'29"W 33.13 feet; thence along the east line of Lot 12, Block 6 of said development N04°59'11"E 181.25 feet to a point on a non-tangent curve to the left on the easterly line of Union Way as shown on said development; thence said easterly line along said curve with a central angle of 68°59'56", a radius of 200.00 feet, an arc length 240.85 feet, the long chord bears N60°29'09"E, 226.56 feet; thence along said easterly line N25°59'11"E 100.00 feet to a point of curve left; thence along said curve with a central angle of 20°00'00", a radius of 953.29 feet, an arc length 186.75 feet, long chord bears N15°59'11"E, 185.80 feet; to the southwest corner of Lot 28, Block 3 of said development; thence along the south line of said Lot 8 S84°00'49"E 123.61 feet to the southwest corner of Lot 8 of said Block 3; thence along the south line of said Lot 8 S80°52'59"E 115.06 feet; thence along said south line N51°52'57"E 30.30 feet to a point on a non-tangent curve left on the west line of West 106th Place; thence along said curve with a central angle of 17°23'02", a radius of 50.00 feet, arc length

15.17 feet, long chord bears S46°48'34"E, 15.11 feet; thence along the east line of said Block 3 and the following 7 courses; 1) S34°29'55"W 42.09 feet; 2) S22°42'27"E 250.46 feet; 3) S62°56'04"E 137.26 feet to a point on the west line Tabor Court; 4) S16°9'39"W 15.00 feet along the west line of said Court; 5) N62°56'04"W 122.54 feet; 6) S16°39'39"W 287.00 feet; 7) S89°45'44"E 125.67 feet to the point of beginning,

Containing 516891 square feet or 11.8662 acres more or less.

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

Section 3. The title and purpose of this ordinance shall be published prior to its consideration on second reading. The full text of this ordinance shall be published within ten (10) days after its enactment after second reading.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 27th day of March, 2006.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 10th day of April, 2006.

ATTEST:

Mayor

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney's Office

Walnut Creek R-1 Annexation

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **22**

SERIES OF 2006

INTRODUCED BY COUNCILLORS

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

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

a. That an application for an amendment to the Westminster Comprehensive Land Use Plan has been initiated by the City pursuant to W.M.C. §11-4-16(D) (1), for the property legally described below (and graphically depicted on Exhibit A), requesting a change in the land use designations from "unincorporated" to "City Owned Open Space" for the Walnut Creek R-1 property located within the Walnut Creek Subdivision.

b. That such application has been referred to the Planning Commission, which body held a public hearing thereon on March 14, 2006, after notice complying with W.M.C. §11-4-16(B) and has recommended approval of the requested amendment.

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

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

e. That the requested amendment will further the public good and will be in compliance with the overall purpose and intent of the Comprehensive Land Use Plan, particularly Goal H4 which encourages Enhancement of the City's open space system to preserve and protect natural areas, vistas and view corridors, and to complete the open space and trail system.

Section 2. The City Council approves the requested amendment and authorizes City Staff to make the necessary changes to the map of the Westminster Comprehensive Land Use Plan to change the designation of the property legally described below (and graphically depicted on Exhibit A to City Owned Open Space):

A tract of land to be annexed to the City of Westminster, Lot 29, Block 3 of the Walnut Creek Development, Unit One as recorded at Reception Number 70362747 of the records of Jefferson County Clerk and Recorder and a part of the south half of the southeast quarter of Section 8, Township 2 South, Range 69 west of the Sixth Principal Meridian in the County of Jefferson, State of Colorado more particularly described as follows,

Commencing at the east quarter corner of said section a monument as described in the City of Westminster GIS survey plat; thence along the east line of said quarter the bearing of which all bearings hereon are based, S00°11'43"E, 1322.43 feet; thence N89°45'44"W, 953.29 feet to the point of beginning, a point on the northerly line of that annexation to the City of Westminster as recorded at Reception Number 49967 on June 23, 1978 of said records;

Thence along said northerly line S16°39'39"W 761.85 feet to a point on the north line of the Church Ditch; thence continuing along said lines N62°42'21"W 313.89 feet; thence continuing along said lines N28°25'54"E 208.16 feet; thence continuing along said lines N20°34'55"W 264.39 feet; thence continuing along said lines N49°55'00"W 245.66 feet to a point on the south line of said Walnut Creek development, Unit One; thence along the north line of said ditch N49°27'29"W 33.13 feet; thence along the east line of Lot 12, Block 6 of said development N04°59'11"E 181.25 feet to a point on a non-tangent curve to the left on the easterly line of Union Way as shown on said development; thence said easterly line along said curve with a central angle of 68°59'56", a radius of 200.00 feet, an arc length 240.85 feet, the long chord bears N60°29'09"E, 226.56 feet; thence along said easterly line N25°59'11"E 100.00 feet to a point of curve left; thence along said curve with a central angle of 20°00'00", a radius of 953.29 feet, an arc length 186.75 feet, long chord bears N15°59'11"E, 185.80 feet; to the southwest corner of Lot 28, Block 3 of said development; thence along the south line of said Lot S84°00'49"E 123.61 feet to the southwest corner of Lot 8 of said Block 3; thence along the south line of said Lot 8 S80°52'59"E 115.06 feet; thence along said south line N51°52'57"E 30.30 feet to a point on a non-tangent curve left on the west line of West 106th Place; thence along said curve with a central angle of 17°23'02", a radius of 50.00 feet, arc length 15.17 feet, long chord bears S46°48'34"E, 15.11 feet; thence along the east line of said Block 3 and the following 7 courses; 1) S34°29'55"W 42.09 feet; 2) S22°42'27"E 250.46 feet; 3) S62°56'04"E 137.26 feet to a point on the west line Tabor Court; 4) S16°9'39"W 15.00 feet along the west line of said Court; 5) N62°56'04"W 122.54 feet; 6) S16°39'39"W 287.00 feet; 7) S89°45'44"E 125.67 feet to the point of beginning,

Containing 516891 square feet or 11.8662 acres more or less.

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

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 27th of March, 2006.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 10th day of April, 2006.

ATTEST:

Mayor

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney's Office

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **23**

SERIES OF 2006

INTRODUCED BY COUNCILLORS

**A BILL
FOR AN ORDINANCE AMENDING THE ZONING LAW AND ESTABLISHING THE ZONING
CLASSIFICATION OF CERTAIN DESCRIBED PROPERTY IN A PARCEL OF LAND
LOCATED IN SECTION 8, TOWNSHIP 2 SOUTH, RANGE 69 WEST, 6TH P.M., COUNTY OF
JEFFERSON, STATE OF COLORADO.**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

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

Section 2. The Zoning District Map of the City is hereby amended by reclassification of the property described herein from Jefferson County A-2 to City of Westminster O-1. A parcel of land located in Section 8, Township 2 South, Range 69 West, 6th P.M., County of Jefferson, State of Colorado, more particularly described as follows:

A tract of land to be annexed to the City of Westminster, Lot 29, Block 3 of the Walnut Creek Development, Unit One as recorded at Reception Number 70362747 of the records of Jefferson County Clerk and Recorder and a part of the south half of the southeast quarter of Section 8, Township 2 South, Range 69 west of the Sixth Principal Meridian in the County of Jefferson, State of Colorado more particularly described as follows,

Commencing at the east quarter corner of said section a monument as described in the City of Westminster GIS survey plat; thence along the east line of said quarter the bearing of which all bearings hereon are based, S00°11'43"E, 1322.43 feet; thence N89°45'44"W, 953.29 feet to the point of beginning, a point on the northerly line of that annexation to the City of Westminster as recorded at Reception Number 49967 on June 23, 1978 of said records;

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on the easterly line of Union Way as shown on said development; thence said easterly line along said curve with a central angle of 68°59'56", a radius of 200.00 feet, an arc length 240.85 feet, the long chord bears N60°29'09"E, 226.56 feet; thence along said easterly line N25°59'11"E 100.00 feet to a point of curve left; thence along said curve with a central angle of 20°00'00", a radius of 953.29 feet, an arc length 186.75 feet, long chord bears N15°59'11"E, 185.80 feet; to the southwest corner of Lot 28, Block 3 of said development; thence along the south line of said Lot S84°00'49"E 123.61 feet to the southwest corner of Lot 8 of said Block 3; thence along the south line of said Lot 8 S80°52'59"E 115.06 feet; thence along said south line N51°52'57"E 30.30 feet to a point on a non-tangent curve left on the west line of West 106th Place; thence along said curve with a central angle of 17°23'02", a radius of 50.00 feet, arc length 15.17 feet, long chord bears S46°48'34"E, 15.11 feet; thence along the east line of said Block 3 and the following 7 courses; 1) S34°29'55"W 42.09 feet; 2) S22°42'27"E 250.46 feet; 3) S62°56'04"E 137.26 feet to a point on the west line Tabor Court; 4) S16°9'39"W 15.00 feet along the west line of said Court; 5) N62°56'04"W 122.54 feet; 6) S16°39'39"W 287.00 feet; 7) S89°45'44"E 125.67 feet to the point of beginning,

Containing 516891 square feet or 11.8662 acres more or less.

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PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 10th day of April, 2006.

ATTEST:

Mayor

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney's Office

Walnut Creek R-1 Zoning

Criteria and Standards for Land Use Applications

Comprehensive Land Use Plan Amendments

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

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

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

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

1. The Planned Unit Development (P.U.D.) zoning and the proposed land uses therein are in conformance with the City's Comprehensive Plan and all City Codes, ordinances, and policies.
2. The P.U.D. exhibits the application of sound, creative, innovative, and efficient planning principles.
3. Any exceptions from standard code requirements or limitations are warranted by virtue of design or special amenities incorporated in the development proposal and are clearly identified on the Preliminary Development Plan.
4. The P.U.D. is compatible and harmonious with existing public and private development in the surrounding area.
5. The P.U.D. provides for the protection of the development from potentially adverse surrounding influences and for the protection of the surrounding areas from potentially adverse influence from within the development.
6. The P.U.D. has no significant adverse impacts upon existing or future land uses nor upon the future development of the immediate area.
7. Streets, driveways, access points, and turning movements are designed in a manner that promotes safe, convenient, and free traffic flow on streets without interruptions and in a manner that creates minimum hazards for vehicles and pedestrian traffic.
8. The City may require rights-of-way adjacent to existing or proposed arterial or collector streets, any easements for public utilities and any other public lands to be dedicated to the City as a condition to approving the PDP. Nothing herein shall preclude further public land dedications as a condition to ODP or plat approvals by the City.
9. Existing and proposed utility systems and storm drainage facilities are adequate to serve the development and are in conformance with overall master plans.
10. Performance standards are included that insure reasonable expectations of future Official Development Plans being able to meet the Standards for Approval of an Official Development Plan contained in section 11-5-15.
11. The applicant is not in default or does not have any outstanding obligations to the City.

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

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

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

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

1. The proposed zoning or rezoning is in conformance with the City's Comprehensive Plan and all City policies, standards and sound planning principles and practice.
2. There is either existing capacity in the City's street, drainage and utility systems to accommodate the proposed zoning or rezoning, or arrangements have been made to provide such capacity in a manner and timeframe acceptable to City Council.

City Initiated Rezoning

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

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

Official Development Plan (ODP) Application

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

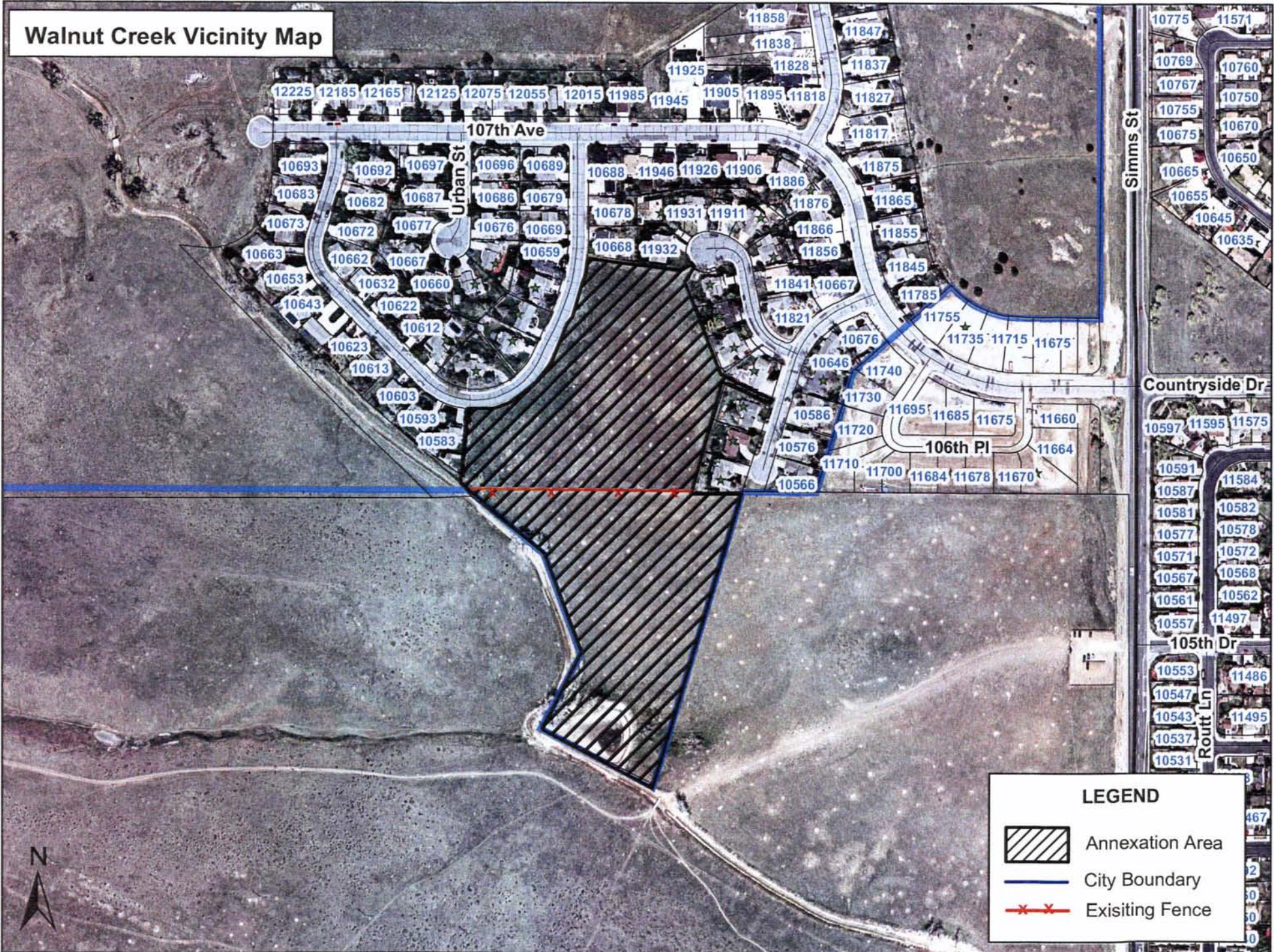
(A) In reviewing an application for the approval of an Official Development Plan or amended Official Development Plan the following criteria shall be considered:

1. The plan is in conformance with all City Codes, ordinances, and policies.
2. The plan is in conformance with an approved Preliminary Development Plan or the provisions of the applicable zoning district if other than Planned Unit Development (PUD).
3. The plan exhibits the application of sound, creative, innovative, or efficient planning and design principles.
4. For Planned Unit Developments, any exceptions from standard code requirements or limitations are warranted by virtue of design or special amenities incorporated in the development proposal and are clearly identified on the Official Development Plan.
5. The plan is compatible and harmonious with existing public and private development in the surrounding area.
6. The plan provides for the protection of the development from potentially adverse surrounding influences and for the protection of the surrounding areas from potentially adverse influence from within the development.
7. The plan has no significant adverse impacts on future land uses and future development of the immediate area.
8. The plan provides for the safe, convenient, and harmonious grouping of structures, uses, and facilities and for the appropriate relation of space to intended use and structural features.

9. Building height, bulk, setbacks, lot size, and lot coverages are in accordance with sound design principles and practice.
10. The architectural design of all structures is internally and externally compatible in terms of shape, color, texture, forms, and materials.
11. Fences, walls, and vegetative screening are provided where needed and as appropriate to screen undesirable views, lighting, noise, or other environmental effects attributable to the development.
12. Landscaping is in conformance with City Code requirements and City policies and is adequate and appropriate.
13. Existing and proposed streets are suitable and adequate to carry the traffic within the development and its surrounding vicinity.
14. Streets, parking areas, driveways, access points, and turning movements are designed in a manner promotes safe, convenient, promotes free traffic flow on streets without interruptions and in a manner that creates minimum hazards for vehicles and or pedestrian traffic.
15. Pedestrian movement is designed in a manner that forms a logical, safe, and convenient system between all structures and off-site destinations likely to attract substantial pedestrian traffic.
16. Existing and proposed utility systems and storm drainage facilities are adequate to serve the development and are in conformance with the Preliminary Development Plans and utility master plans.
17. The applicant is not in default or does not have any outstanding obligations to the City.

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

Walnut Creek Vicinity Map



LEGEND

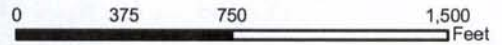
-  Annexation Area
-  City Boundary
-  Existing Fence

CLUP Designation

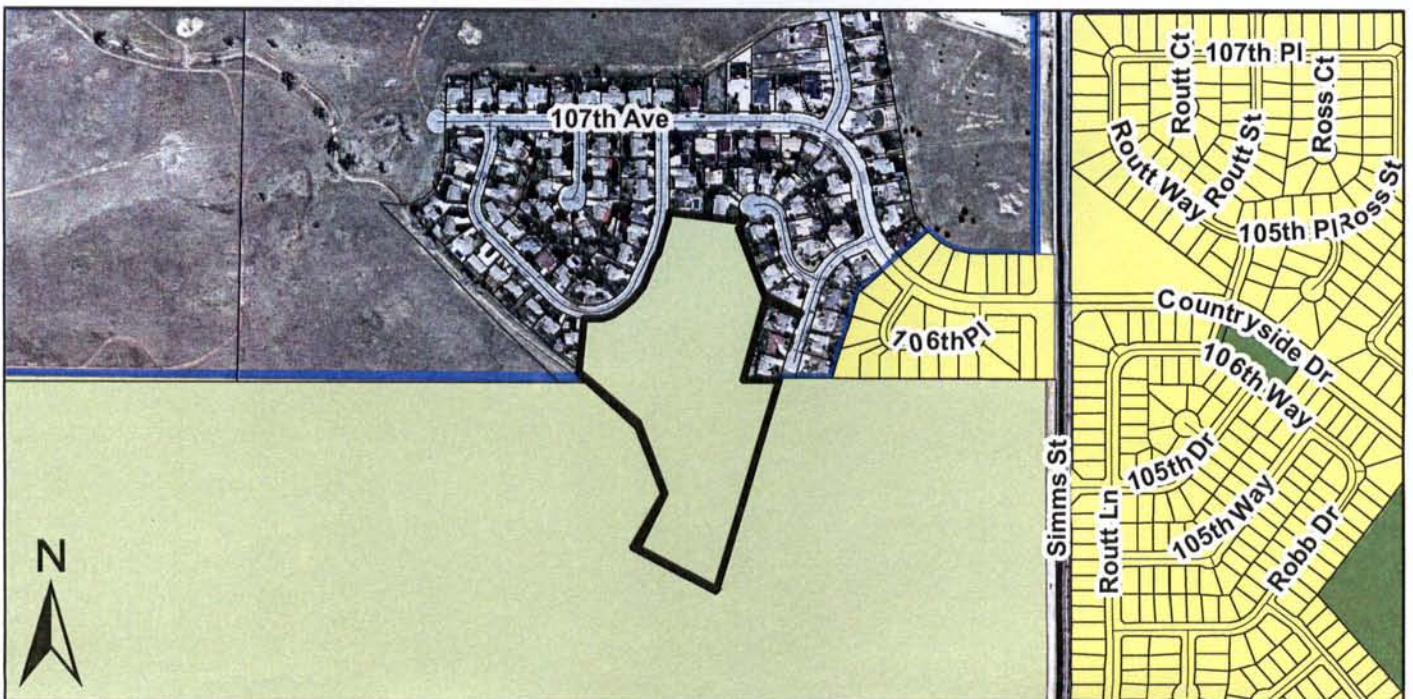


LEGEND			
R-1	R-18	Office/Residential	Private Parks/Open Space
R-2.5	Retail Commercial	District Center	Golf Courses
R-3.5	Office	Traditional Mixed Use	Public/Quasi Public
R-5	Industrial	City Owned Open Space	N.E. Comprehensive Dev. Plan
R-8	Business Park	Public Parks	Major Creek Corridor Non Public

Description of Change: Not in City Limits to City Owned Open Space
















New CLUP Designation



Zoning Designation



LEGEND

 B-1	 O-1	 R-1	 R-5	 T-1
 C-1	 PUD	 R-2	 R-A	
 M-1	 R-3	 R-4	 R-E	

Description of Change: From Not in City Limits to O-1



New Zoning Designation





WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
March 27, 2006



SUBJECT: Councillor's Bill No. 24 re Water and Wastewater Tap Fee

Prepared By: Jim Arndt, P.E., Director of Public Works and Utilities
Mike Happe, Water Resources and Treatment Manager
Stu Feinglas, Water Resource Analyst

Recommended City Council Action

Pass Councillor's Bill No. 24 on first reading increasing water and wastewater tap fees to reflect the current value of the City's water and wastewater systems.

Summary Statement

- Periodically the City must assess the appropriate tap fee to charge new utility customers to connect to the City's water and wastewater systems.
- Tap fees are based on the current value and size of the utility system.
- The tap fee structure is composed of several components, which taken together reflect the equitable portion of the water and wastewater system impacted by new customers.
- Staff has contracted with FCS Group to complete a cost of service study for the water and wastewater systems.
- The results of the cost of service study indicate that Westminster tap fees are currently undervalued.
- Staff recommends that tap fees be increased to reflect cost recoveries necessary to meet the needs of the water and wastewater system and to assure that costs are equitable distributed between current and future users of the utility system.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

Should the City increase water and wastewater tap fees to reflect the current value and needs of the water and wastewater systems?

Alternative

Do not consider raising tap fees at this time. This is not recommended as keeping tap fees set at current amounts will not fully cover the actual cost of providing water and sewer service to new customers. If these costs are not covered by new customers, existing rate payers would be required to pay more through higher rates to maintain and operate utility infrastructure.

Background Information

Tap fees are charges that new connections to the City's water and wastewater system pay in order to recover an equitable share of system capacity that has been developed to service growth. The City sets separate tap fees for connecting to the water system and the wastewater system. The water tap fee is comprised of three components:

1. **Treated Water Investment Fee** is set to recover an equitable portion of the City's infrastructure required to meet the demand of the new customer. The infrastructure includes treatment facilities, and the distribution system. Infrastructure tap fees are based on meter size, which is the best determination of projected peak demand on the infrastructure system.
2. **Water Resources Fee** is set to recover an equitable portion of the City's water supplies developed to meet the demand of the new customer. Water resources are calculated in terms of Service Commitments (SC). One SC is equal to 140,000 gallons of annual use, which is the projected use of one new single-family home. For those other than single-family homes, multiples of service commitments are purchased based on a projected volume of use.
3. **Connection Fee** is the portion set to recover the cost of calibration and installing the water meter. New meters for use by non-single-family customers are supplied by the customer and calibrated by the City Meter Shop to assure accuracy. The meters are then installed by Meter Shop Staff at the customer's location. The connection fee is set using actual labor costs incurred by the City in this process.

For large irrigation customers, an **Irrigation Tap Fee** is charged to non-residential customers and set to recover an equitable portion of their impact on both the water treatment and water resource infrastructure. Irrigation tap fees are calculated based on the square footage of irrigated area and the water requirements of the landscape. Irrigation places increased demands on the infrastructure due to the effects of peak use. The City's infrastructure must be built to meet these summer peak demands required by irrigation. As a result, the ratio of infrastructure to water resource costs is higher.

Sewer Tap Fee

Westminster is served by two wastewater treatment plants. The south side of Westminster (generally south of 92nd Avenue) is served by the Metro Wastewater Reclamation District Facility located in Commerce City. The north side of Westminster (generally north of 92nd Ave.) is served by Westminster's Big Dry Creek Wastewater Treatment Facility. The City retains the treatment portion of sewer tap fees from new customers within the Big Dry Creek treatment area. The Metro Fee (for treatment facilities run by Metro) is collected by the City from new customers within the Metro treatment area and passed through to Metro. The Sewer Tap Fee is comprised of two components outlined below:

1. **Treatment Facilities or Metro Facilities Fee** is set to recover an equitable portion of the City’s wastewater treatment infrastructure built to meet the demand of the new customer. The value of the City’s Big Dry Creek Wastewater Treatment Facility located on North Huron Avenue is used in calculating the Treatment Facilities Fee. The Metro Fee is set by Metro to recover the equitable portion of their infrastructure built to meet growth demands. The City’s policy has been to keep the City’s Treatment Facilities Fee equal to the Metro Facilities Fee to keep development costs consistent throughout the City.
2. **Transport Facilities Fee** is set to recover an equitable portion of the City’s wastewater collection system built to meet the growth portion to the collection system capacity. The wastewater transport system includes wastewater mains, pump stations and other system components required to collect and transport wastewater to the treatment facility. The Transport Facility Fee is applicable throughout the City.

Tap Fee Analysis

Past and current customers have invested to develop the water and wastewater system sized to meet build-out demands. As new customers connect to the system, they pay for the portion of the developed system they will use. In this way, current customers benefit from lower system costs and increased reliability, while new customers continue to pay their share.

Periodically, Staff undertakes a study to determine the cost to provide water and wastewater service. The previous cost of service study was presented in 1998 and reflected the system as of that date. Since that time, the City has added and upgraded treatment facilities and expanded its water portfolio. As a result, the system that new customers are buying into is much different than the one the current tap fee structure is based on.

In 2005, the City contracted with FCS Group to perform an analysis to establish a current basis for tap fees. Modifying tap fees to reflect current conditions will ensure an equitable distribution and recovery of costs and expenditures related to the existing water and wastewater systems. FCS evaluated the City’s tap fees to include two components. First, the value of the existing water and wastewater systems is calculated on an equitable value per share of the system for each customer. Second, the future system requirements for growth are determined and a share value is established for future customers. Due to the fact that much of Westminster’s system has been developed relative to future projects needed to meet build-out demand, the existing value of the system comprises the majority of the infrastructure portion of the tap fee.

Recommendations

Based on the results of the value of the existing system and future investment needed to meet build out demands determined in the Tap Fee Analysis, Staff recommends the following adjustments to the current water and wastewater tap fees:

Water Tap Fee	Current	Proposed
Treated Water Investment Fee	\$4,273	\$7,880
Water Resource Fee	\$5,304	\$6,435
Connection Fee	\$283	\$283
Total Single-Family Water Tap Fee	\$9,860	\$14,598
Irrigation High Water Landscape	\$0.92 per square foot	\$1.43 per square foot
Irrigation Medium/Low Landscape	\$0.47 per square foot	\$0.72 per square foot
Sewer Tap Fee	Current	Proposed
Transport Facilities Fee	\$1,049	\$1,400
Treatment Facilities/Metro Fee	\$1,740	\$1,820*
Total Single-Family Sewer Tap Fee	\$2,789	\$3,220

* This includes Metro’s recent 4.6% increase in Tap Fee’s adopted for 2006.

A summary of tap fees in other agencies is attached for comparison

Implementation

Staff recommends a six-month implementation grandfathering for units within currently approved Official Development Plans (ODP) given that when ODP's are approved, developers establish pricing structures for the homes included. A six-month grandfather period will allow developers the opportunity to adjust pricing while remaining competitive with units that are ready to come on line.

Staff has notified builders, developers, and the Home Builders Association of the proposed tap fee increase through a direct mailing sent out on March 8 and by distributing notices at the Building Division customer service desk. Additionally, an article was printed in the Westminster Window detailing the proposed increases the same week. Staff has also made contact with the Home Builders Association offering to present the proposal at the HBA's convenience. To date, staff has not received any calls or comments from citizens on the proposed increases.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments: - Comparative tap fee summary
- Tap Fee Ordinance

Comparative Tap Fee Summary;

City	Current Single-Family Water Tap Fee	Current Single-Family Sewer Tap Fee
Broomfield	\$26,378	\$7,303
Erie	\$23,473	\$4,000
Lafayette	\$20,657	\$5,300
Louisville	\$20,650	\$3,221
Aurora	\$20,191	\$3,582
Westminster (Proposed)	\$14,598	\$3,220
Thornton	\$14,540	\$3,020
Arvada	\$10,165	\$2,940
Westminster (Current)	\$9,577	\$2,789

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **24**

SERIES OF 2006

INTRODUCED BY COUNCILLORS

**A BILL
FOR AN ORDINANCE AMENDING THE WESTMINSTER MUNICIPAL CODE
CONCERNING THE CITY'S WATER REGULATIONS AND SANITARY SEWERAGE
REGULATIONS**

THE CITY OF WESTMINSTER ORDAINS:

WHEREAS, the City of Westminster operates a water and wastewater enterprise utility; and
WHEREAS, the City Charter requires that the utility be self-supporting; and
WHEREAS, the City wishes to equitably distribute costs throughout user classes.

NOW, THEREFORE, be it ordained by the City Council of the City of Westminster as follows:

Section 1. Section 8-7-3, subsections (B) and (C), W.M.C., is hereby AMENDED to read as follows:

8-7-3: TAP FEE:

(B) Residential Fee Schedule: The Residential water tap fee is based on a 5/8 x 3/4 inch meter and is assessed on a per dwelling unit basis as determined by the ratio of water usage of various dwelling unit types to single-family detached dwelling units.

The water tap fee schedule shall be in effect for all residential tap fee payments made ~~on or after July 1, 2002~~ APRIL 10, 2006, pursuant to ~~Section 8-7-2 (C):~~

The residential tap fees shall be calculated by applying the respective service commitment factor to both the water resources fee and the treated water investment fee on a per unit basis plus the applicable connection fee based upon meter size on a per meter basis plus any applicable fire protection charge.

2006 Base water tap fees are as follows:

Water resources charge	\$5,143.00 6,435.00
Treated water investment charge	\$4,144.00 7,880.00
Fire protection charge	\$156.00 161.00

Connection charge connection charge is based on installed meter size (see below), and assessed on a per tap basis in accordance with the connection charge contained in Section 8-7-3(C). Such fee may be periodically adjusted by the city manager to reflect current costs.

Residential Connection	Single Family Detached	Mobile Home Space	<10 du Per net Acre	≥10 du And <24 Du per Net acre	≥24 du Per net Acre	Elderly Housing
Sc factor	1.0	1.0	0.7	0.5	0.4	0.35

Tap fees for irrigation of right-of-way, medians, open space, greenbelt, and private park areas are not included in the individual unit water tap fee listed above for residential. Tap fees for irrigated areas immediately adjacent to single-family attached and multi-family buildings are included in the individual unit tap fee listed above.

Separate irrigation water taps and meters shall be required for all residential developments other than single-family detached lots. In any instance where a separate water tap is required and where the

associated tap fee is included in the individual unit water tap fee, the customer shall only pay the associated connection charge.

Irrigation tap fees are required based on the area and type of landscaping. Landscape types are defined as either standard or low-water. Tap fees for clubhouses, swimming pools, and other recreation or accessory uses in any residential development are not included in the individual unit water tap fees listed above. Tap fees for these uses, and separate irrigation taps shall be calculated using the process listed in 8-7-3 (C), the non-residential tap fee process, of this Section.

An irrigation water tap shall be used only for irrigation purposes. Each irrigation water tap shall be assigned a service address and billing account in the name of the property owner or manager.

(C) The following water tap fee calculation method shall be in effect for all non-residential tap fee payments made on or after July 1, 2002 APRIL 10, 2006, pursuant to Section 8-7-2 (C):

METER SIZE (INCHES)	<u>TREATED WATER INVESTMENT</u> SERVICE COMMITMENTS	CONNECTION CHARGE*
5/8"	1.0	\$275 283
3/4"	1.5	\$275 283
1"	2.5	\$220 226
1-1/2"	5.0	\$220 226
2"	8.0	\$275 283
3"	17.5	\$330 340
4"	30.0	\$385 396
6"	62.5	\$440 453
8"	90	\$495 511

*SUBJECT TO ADJUSTMENT PER SECTION 8-7-3(A)(6)

Each tap shall have a minimum of one water resource and treated water investment service commitment assigned except as noted in 8-7-4(C).

Tap fees for irrigation taps shall be calculated as follows: ~~\$0.89~~ 1.43 per square foot for standard landscaping requiring an annual application of more than nine (9) ~~inches~~ GALLONS, and up to eighteen (18) ~~inches~~ GALLONS of water per square foot; ~~\$0.45~~ 0.72 per square foot for low water landscaping requiring an annual application of up to nine (9) ~~inches~~ GALLONS of water per square foot.

Non-residential tap fees shall be calculated based upon the estimated annual consumption, business type, and tap size required as calculated by multiplying the water resource service commitments based on annual usage and the treated water investment service commitments based on meter size using methods and estimates developed by the City's Public Works and Utilities Department, and adding the connection charge for the meter size determined.

The base water tap fee components shall include the water resources fee, the treated water investment fee and the connection fee. The base water resources fee and treated water investment fee shall be based upon the components fees as set for the 5/8 x 3/4 inch single family detached residential tap fee. The connection fee shall be based on installed meter size, and assessed on a per tap basis in accordance with the connection charge contained in 8-7-3(C).

2006 Base water tap fees are as follows:

Water resources charge	\$5,143.00 6,435.00
Treated water investment charge	\$4,144.00 7,880.00
Fire protection charge	\$156.00 161.00
Connection charge	connection charge is based on installed meter size (see above), and assessed on a per tap basis in accordance with the connection charge contained in section 8-7-3(c). Such fee may be periodically adjusted by the city manager to reflect current costs.

The water resources and treated water investment portions of the tap fee may be implemented at rates below 100%. The connection charge fee shall be implemented to cover 100% of the cost to the city.

~~The following schedule shall be used to increase implementation of the tap fees to 100%.~~

~~July 1, 2002, 80% of the total tap fee, except for the connection fee and any annual CPI increase to implemented at 100%.~~

~~April 1, 2003, 90% of the total tap fee, except for the connection fee and any annual CPI increase to implemented at 100%.~~

~~April 1, 2004, 100% of the total tap fee and the connection fee and any annual CPI increase.~~

The water resources and treated water investment portions of the tap fee for City owned facilities may be implemented at rates below 100% at the direction the city manager or his designee.

The City shall review applicant's determination of water tap and meter size, and may adjust water tap fee charges if the projected water use is more than the maximum service commitment for the corresponding meter size listed in this paragraph.

Section 2. Section 8-8-5, subsection (B), W.M.C., is hereby AMENDED to read as follows:

8-8-5: SERVICE AND USER CHARGES:

(B) RATE SCHEDULES:

1. Residential Fee Schedule: Residential sewer tap fees are based on a five-eighths inch (5/8") by three-quarter-inch (3/4") water tap size and assessed on a per-dwelling unit basis equivalent to the ratio of water usage of various dwelling unit types to single-family detached dwelling units. Single family detached sewer tap fees for any other water meter size shall be based on the non-residential sewer tap fee schedule pursuant to Section 8-8-5(B)(2).

The following residential sewer tap fee calculation method shall be in effect for all tap fee payments made on or after July 1, 2002 pursuant to Section 8-8-5(C) APRIL 10, 2006:

Residential sewer tap fees shall be based on two of three components: the transport facilities fee, and the treatment facilities fee or the metro facilities fee. The transport facilities fee shall be calculated as the base transport facilities fee times the number of units times the service commitment factor associated with the dwelling type as defined below:

RESIDENTIAL CONNECTION	SINGLE FAMILY DETACHED	MOBILE HOME SPACE	<10 DU PER NET ACRE	≥10 DU AND <24 DU PER NET ACRE	≥24 DU PER NET ACRE	ELDERLY HOUSING
SC FACTOR	1.0	1.0	0.7	0.5	0.4	0.35

The treatment facilities fee shall be calculated as the current base treatment facilities fee times the number of living units. For purposes of the treatment facilities fee, each living unit shall have a service commitment factor of 1.0, as defined by the metro wastewater reclamation district.

The metro facilities fee shall be calculated as the current base metro wastewater fee, as same shall be set by the metro district, times the number of units. For purposes of the metro facilities fee, each living unit shall have a service commitment factor of 1.0, as defined by the Metro Wastewater Reclamation District.

~~2002~~ 2006 base sewer tap fees are as follows:

Transport facilities fee	\$ 1,018.00 1,400.00
Treatment facilities fee	\$ 1,400.00 1,820.00
Metro facilities fee	\$ 1,400.00 1,820.00

Beginning on July 1, 2002 and on April 1st of each year thereafter, the transport facilities fee shall be automatically increased in accordance with the Consumer Price Index (CPI) for the previous calendar

year as established for the Denver Metropolitan Area. In addition, the treatment facilities fee shall be adjusted to reflect the City of Westminster's treatment costs, and the metro facilities fee shall be adjusted in accordance with any changes to the base metro wastewater fee.

Tap fees for clubhouses, swimming pools, and other recreation or accessory uses in single-family detached, single-family attached, and multi-family developments are not included in the individual unit sewer tap fees listed above. Tap fees for these uses shall be calculated at the rates listed in Sub-paragraph 2, non-residential fee schedule, below.

2. Non-Residential Fee Schedule: Non-residential sewer tap fees are based on the sum of the following service commitment factors, associated with the size of the water tap(s) used by the building served by a single sewer tap. The table below determines the appropriate service commitment factor.

Meter Size in Inches	Metro District Service Commitments
5/8 x 3/4	1.0
3/4	1.9
1	4.5
1-1/2	11.0
2	20.0
3	42.0
4	76.0
6, 8, 10, 12	Alternate Calculation Method

The following sewer tap fee calculation method shall be in effect for all non-residential tap fee payments made on or after July 1, 2002 pursuant to section 8-8-5(C) APRIL 10, 2006:

Non-residential sewer tap fees shall be based on two of three components: transport facilities fee, and the treatment facilities fee or the metro facilities fee. The transport facilities fee shall be calculated as the base transport facilities fee times the service commitment factor associated with the meter size as defined above. The treatment facilities fee and the metro facilities fee shall be calculated as the base treatment facilities fee or base metro facilities fee times the service commitment factor associated with the meter size as defined above.

~~2002~~ 2006 base sewer tap fees are as follows:

Transport facilities fee	\$1,018.00 1,400.00
Treatment facilities fee	\$1,400.00 1,820.00
Metro facilities fee	\$1,400.00 1,820.00

Alternate calculation method: new connections served by multiple new water service taps with a combined service commitment of greater than or equal to 205 shall have the number of service commitments determined as for connections with service taps 6" or larger.

For water service taps 6" or larger, the number of service commitments for calculating the sewer tap fee shall be determined from the following formula:

$$SC's = \frac{\text{Flow} \times F}{225} + \frac{\text{BOD} \times B}{1.576} + \frac{\text{SS} \times S}{1.576} + \frac{\text{TKN} \times T}{0.236}$$

Where: flow = estimated flow, GPD (peak month); BOD = estimated BOD, lbs/day (peak month); SS = estimated suspended solids, lbs/day (peak month); TKN = estimated total nitrogen, lbs/day (peak month).

At minimum, the following values shall be used in the above formulas:

TAP SIZE	FLOW	BOD	SS	TKN
6"	45,125	323.13	323.13	48.47
8"	74,250	520.17	520.17	78.02
10"	136,125	953.64	953.64	143.05

The City shall make the final determination of the estimated flow, BOD, SS and TKN used to determine the number of service commitments for each new connection, which is subject to the above formula.

Following are the fractions used for the treatment of flow and loadings, effective ~~July 1, 2002~~ APRIL 10, 2006: flow (F) = ~~0.5459~~ 0.5543, BOD (B) = ~~0.2187~~ 0.2091, SS (S) = ~~0.1647~~ 0.1601, TKN (T) = ~~0.0707~~ 0.0765.

Beginning on July 1, 2002 and on April 1st of each year thereafter, the transport facilities fee contained in this paragraph shall be automatically increased in accordance with the Consumer Price Index (CPI) for the previous calendar year as established for the Denver Metropolitan Area. In addition, the treatment facilities fee shall be adjusted to reflect the City of Westminster's treatment costs, and the metro facilities fee shall be adjusted in accordance with any changes to the base metro wastewater fee.

The City shall review applicant's determination of sewer tap size and may adjust sewer tap fee charges if the projected water use is more than the maximum service commitment for the corresponding water meter size listed in this paragraph.

Section 3. This ordinance shall take effect upon its passage after second reading. However, for any construction within a project for which an Official Development Plan (ODP) has been approved as of the effective date of this Ordinance, and for which a building permit has been issued, the fee increases provided for by this Ordinance shall not take effect until October 10, 2006. The title and purpose of this ordinance shall be published prior to its consideration on second reading. The full text of this ordinance shall be published within ten (10) days after its enactment after second reading.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 27th day of March, 2006.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 10th day of April, 2006.

ATTEST:

Mayor

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney's Office



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
March 27, 2006



SUBJECT: Councillor's Bill No 25 re Lease Agreement
for the Former Slapshot Hockey Center

Prepared By: William Walenczak, Director of Parks, Recreation and Libraries

Recommended City Council Action

Pass Councillor's Bill No. 25 on first reading approving a lease agreement between the City of Westminster, Hyland Hills Recreational Facilities Enterprise and Rocky Mountain Sports Training Inc.

Summary Statement

- Rocky Mountain Sports Training Inc., (RMST) is a company that specializes in advanced training methods and techniques for athletes of all ages and skill levels.
- Their intention is to convert the former Slapshot Hockey Center into a top-notch sports training facility.
- The City and Hyland Hills are co-owners of the facility.
- The terms of the proposed lease will be for three years, with options to renew for an additional five years.
- RMST will pay the Hyland Hills Recreational Facilities Enterprise \$5,000 per month, plus a \$10,000 damage deposit. (This is the same amount the previous tenant paid.) If the extension is exercised, the monthly rent will go up in increments.
- The "Hyland Hills Recreational Facilities Enterprise" is the vehicle previously implemented to fund the cost of operating and maintaining facilities jointly owned by the City and Hyland Hills, including the Ice Centre at the Promenade and this facility.
- RMST will accept the facility in an "as is" condition and will be responsible for any renovations, repairs and ongoing maintenance of the facility.
- RMST will provide all applicable general liability insurance policies to hold the City and Hyland Hills harmless from any potential claims.
- Because this lease is for a facility in which the City has an ownership interest, the City Charter requires City Council to approve it by ordinance.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

Should City Council agree to lease the former Slapshot Inline Hockey Center to Rocky Mountain Sports Training Inc? This will change the use of the building from an inline skate facility to a sports training center.

Alternatives

1. City Council could deny this use and require Staff to find another acceptable use.
2. City Council could ask Staff to allow the facility use to remain as an inline skate center exclusively and choose one of the other two proposals received for that use.

Background Information

In July 2001, City Council and the Hyland Hills Board approved a lease agreement with Inline Endeavors to operate the former Hyland Hills Ice Arena, located at W. 94th Avenue and Perry Street, as an inline skate facility. (The City and Hyland Hills are co-owners of that facility as well as Carroll Butts Park.) These funds go into the Hyland Hills Recreational Facility Enterprise and are used to offset operational costs and build up a capital reserve account for the Ice Centre at the Promenade.

In December 2003, the lease was transferred to Slapshot Hockey Inc. to continue operations as an inline skate facility. On January 31, 2006, Hyland Hills Executive Director Greg Mastriona received a letter from Charles Billera of Slapshot Hockey informing him that Slapshot Hockey had ceased doing business at the Center. (See the attached letter.)

Hyland Hills immediately secured an additional month's rent from Mr. Billera of \$5,000 and informed Mr. Billera that he would forfeit his deposit of \$10,000. Hyland Hills Staff then drafted a new request for proposals (RFP) and received three legitimate bids. Two of the three wanted to continue operation as an inline skate/roller rink operation. The third, from RMST, brought a new, fresh approach by proposing to convert the facility to a sports training center. In evaluating the proposals, Staff decided to recommend RMST for the following reasons:

- RMST has been in business for two years and is currently located in Broomfield.
- The company currently occupies approximately 9,200 sq. ft. of training space and has rapidly outgrown their current facility.
- Their equipment is state of the art and up to date.
- Their staff has worked with professional athletes, including the Denver Nuggets players as well as N.F.L. athletes, college athletes and youth teams.
- They have a solid base of clients.
- Their training methods include using bands (bands take the place of weights for full resistance and muscle training), movement training (to enhance speed and motion), as well as other new and traditional methods of training.
- Their clients are serious about training and are not likely to disrupt the neighborhood with loud noise or misconduct.
- Two inline operators have tried and failed to run a successful business in the facility. Staff believes a different use will have a better chance to succeed.
- The owners, Jason and Sarah Moen, are certified trainers and operators. The third owner, Brad Pyatt, currently plays professional football with the Indianapolis Colts and grew up in Arvada.

SUBJECT: Lease Agreement for Former Slapshot Hockey Center

Page 3

Staff believes this new use will allow for a successful partnership as well as allow local athletes an opportunity for advanced training at a Westminster facility.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **25**

SERIES OF 2006

INTRODUCED BY COUNCILLORS

**A BILL
FOR AN ORDINANCE APPROVING A LEASE BETWEEN THE CITY OF
WESTMINSTER, HYLAND HILLS PARK AND RECREATION DISTRICT, AND ROCKY
MOUNTAIN SPORTS TRAINING INC., FOR THE FORMER SLAPSHOT HOCKEY
CENTER LOCATED AT 94TH AVENUE AND PERRY STREET, WESTMINSTER, CO.**

WHEREAS, City Council previously authorized an intergovernmental agreement between the City and Hyland Hills Park and Recreation District, which makes the City and the District co-owners of Carroll Butts Park and the former Slapshot Hockey Center building, located in the City and the District, at 94th Avenue and Perry Street, Westminster, Colorado; and

WHEREAS, the City and Hyland Hills have selected Rocky Mountain Sports Training Inc., as the new lessee of the former Slapshot Hockey Building; and

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

WHEREAS, the City Charter requires such leases to be approved by ordinance,

THE CITY OF WESTMINSTER ORDAINS:

Section 1: That certain lease between the City and Hyland Hills Park and Recreation District, acting by and through its Recreational Facilities Enterprise (as Landlord), and Rocky Mountain Sports Training Inc., (as Tenant) for the lease of the former Slapshot Hockey Center located at 94th Avenue and Perry Street, Westminster, CO, is approved and the City Manager is authorized to execute it in substantially the same form as attached hereto as Exhibit "A."

Section 2: This ordinance shall take effect upon its passage after second reading. The title and purpose of this ordinance shall be published prior to its consideration on second reading. The full text of this ordinance shall be published within ten (10) days after its enactment after second reading.

Section 3: The title and purpose of this ordinance shall be published prior to its consideration on second reading. The full text of this ordinance shall be published within ten (10) days of its enactment after second reading.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 27th day of March, 2006.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 10th day of April 2006.

ATTEST:

City Clerk

Mayor

APPROVED AS TO LEGAL FORM:

City Attorney's Office

EXHIBIT "A"

LEASE

This Lease, made and entered into this ___ day of _____, 2006, by and between HYLAND HILLS PARK AND RECREATION DISTRICT and THE CITY OF WESTMINSTER, hereinafter collectively referred to as "Landlord" and ROCKY MOUNTAIN SPORTS TRAINING, INC., a Colorado corporation, hereinafter referred to as "Tenant."

1. LEASED PREMISES:

Upon the terms, conditions, covenants, limitations and agreements, and at the rental and for the terms as hereinafter set forth, Landlord hereunto leases unto Tenant and Tenant hereby leases from Landlord the real property and improvements thereon ("Premises") located at Carroll Butts Park, West 94th Avenue and Perry Street, Adams County, Colorado, as more fully described in Exhibit A attached hereto.

2. TERM:

2.1 The term of this Lease and the right of Tenant to take possession and occupy the Premises, pursuant to this Lease, shall commence at 12:01 a.m. on the ___ day of _____, 2006, and, unless sooner terminated or later extended, as provided herein, shall expire at 12:00 a.m. on the ___ day of _____, 2009.

3. USE OF PREMISES:

3.1 Tenant shall occupy, use and operate the Leasehold Premises primarily as an sport specific strength and conditioning training facility with associated uses.

3.2 Tenant shall not:

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

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

c. Keep or permit to be kept or used on the Leasehold Premises any flammable fluids, toxic materials, or substances of any nature reasonably deemed dangerous by the Lessor or the Lessor's insurance carriers without obtaining prior written consent of the Lessor, except for small quantities of cleaning products incidental to their permitted uses described in this Agreement;

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

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

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

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

h. Conduct, or allow to be conducted, gambling on site.

4. RENT AND SECURITY DEPOSIT:

4.1 Tenant shall pay to Landlord as minimum rent for the term of this Lease the sum of \$180,000.00, together with any additional rents as may hereinafter be reserved. Said rental, exclusive of any additional rents, shall be payable in equal monthly payments of \$5,000.00, in advance, commencing on _____, and on that same date of the month for every month of the rental term thereafter. Every such payment referenced above shall be payable at the office of Landlord, 1800 West 89th Avenue, Denver, Colorado 80260, without notice or demand whatsoever.

4.2 Tenant shall pay to Landlord, upon execution of this Agreement, the sum of \$10,000.00 as a security deposit. Said security deposit will be returned, together with interest thereon, minus any amounts retained and applied to damages, ordinary wear and tear excepted, caused by Tenant or rent owing to Landlord from Tenant, upon completion of all necessary repairs to the Premises or within 30 days of termination of the this Lease, whichever comes last.

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

4.4 If the payment of any rent or any other monies payable under the terms of this Lease shall be more than five (5) days in arrears, Tenant agrees, upon demand of Landlord, to make a late payment charge equivalent to five percent (5%) of the amount which remains late and unpaid.

5. OCCUPANCY OF THE PREMISES:

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

6. UTILITIES:

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

7. MAINTENANCE AND REPAIRS:

7.1 Tenant shall keep and maintain the Premises, including all sewer and water connections and HVAC systems, in good condition and repair at the sole expense of Tenant and, at the expiration of this Lease, Tenant shall surrender and deliver up the said Premises in as good order, condition and repair, loss by inevitable accident or Act of God

excepted, as said Premises were accepted by Tenant at the commencement of this Lease. Landlord shall transfer and assign to Tenant any and all warranties on said sewer and water connections and HVAC system for the term of this Lease.

7.2 Tenant shall keep the Premises clean and in the sanitary condition required by the ordinances and health and police regulations of the City of Westminster, County of Adams and State of Colorado. Tenant shall neither permit nor suffer any disorderly conduct, noise or nuisance whatsoever about the Premises. Tenant shall be responsible for parking lot snow removal, trash removal and general trash pick up outside the building.

7.3 If Tenant shall fail or refuse to complete or perform any maintenance, repairs or upkeep required pursuant to the terms of this paragraph 7 within fifteen (15) days after request by Landlord so to do, Landlord may cause such maintenance, repairs or upkeep to be made or done and may thereafter charge the reasonable cost thereof to Tenant and the same shall be and constitute additional rent due hereunder.

8. LIENS AND CLAIMS AGAINST LANDLORD:

8.1 Tenant shall pay, when due, for all work performed on or for the benefit of or materials furnished to, the Premises by any person at Tenant's request. In this regard, Tenant shall indemnify and hold harmless and defend Landlord from any and all liability and expense resulting from any lien, claim of lien, or claim against Landlord arising from such work or labor. Tenant shall have the right to contest the validity of such lien, claim of lien, or claim.

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

9. INSURANCE:

9.1 Tenant shall, at Tenant's expense, obtain and keep in force, during the term of this Lease, from an "A" rated insurance carrier:

a. A policy of commercial general liability insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in a amount of not less than \$1,500,000.00 per occurrence and shall further include contractual liability, products liability, fire, broad form property damage and personal injury coverage. The limit of any such insurance shall not, however, limit the liability of the Tenant hereunder. Tenant may provide this insurance under a blanket policy, provided that said insurance shall have a Landlord's protective liability endorsement attached thereto.

b. Worker's compensation insurance coverage for all employees as required by Colorado law.

c. All risk insurance coverage for all insurable equipment, furnishings, inventory, fixtures and contents owned, operated or leased by Tenant for the full insurable replacement value and personal property insurance for replacement value.

9.2 "Hyland Hills Park and Recreation District and the City of Westminster and their respective elected officials, employees, and others working on their behalf" shall be included as additional insureds, by endorsement, to the General Liability policy.

9.3 If Tenant shall fail to procure and maintain said insurance, Landlord may, but shall not be required to, procure and maintain same, but at the expense of Tenant which expense shall be deemed to be additional rent pursuant to subparagraph 4.3, above.

9.4 Tenant shall deliver to Landlord, prior to right of entry, and make available for examination by Landlord at all times during the term of this Lease, copies of policies of insurance required hereunder or certificates evidencing the existence and amount of such insurance with loss payable clauses satisfactory to Landlord.

9.5 Such policy or policies shall provide that the same may not be canceled or amended except upon thirty (30) days written notice by Insuror to Landlord.

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

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

9.8 Landlord shall maintain property insurance on the building, but not on fixtures, furnishings, equipment, inventory or contents, at Landlord's expense.

10. DAMAGE BY FIRE OR OTHER CASUALTY:

10.1 Unless as set forth in subparagraph 10.2, below, this Lease and all agreements, covenants, terms and conditions contained herein shall remain in full force and effect notwithstanding damage to or destruction of any of the furniture, fixtures, inventory or equipment maintained upon the Premises and, regardless of the nature or extent of the damage and Tenant shall not be entitled to any reduction in or abatement of the rental hereinabove reserved, nor shall Tenant be entitled to any reduction, abatement, or postponement of any of the monthly rental installments hereinabove reserved for or on account of such damage or destruction.

10.2 However, in the event that such damage or destruction was not caused by any act of Tenant, its officers, employees, agents, invitees or licensees or by any action of any person(s) (excluding Landlord's officers, employees or agents) directly related to the conduct of Tenant's business operations upon the Premises, then in that event, Landlord shall inform Tenant, within thirty (30) days of the date of destruction or damage, of Landlord's intent to remedy such damage or destruction by replacement or renovation of the damaged property (except for such damage covered under the policies of insurance more

fully described in subparagraph 9.1, above). If Landlord does not replace or renovate the non-covered damage or destruction or if the Premises cannot be reasonably restored to the condition existing at the time of the damage or destruction, either within ninety (90) days of such damage or destruction, Tenant may, at Tenant's option, terminate this Lease without further obligation on Tenant's part and Tenant shall vacate the Premises within twenty (20) days of such decision to terminate or Tenant may elect to continue the Lease and shall cooperate fully with Landlord in restoring/repairing the damage or destruction. If Tenant elects to so continue the Lease, and if the Premises are untenable, Tenant shall receive an apportionment of the rent until the Premises are tenantable.

11. ASSIGNMENT AND SUBLETTING:

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

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

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

12. SURRENDER OF LEASEHOLD PREMISES:

Upon the expiration or other termination of this Lease or any extension thereof, Tenant shall quit and surrender the Premises to Landlord in as good order, condition and repair, loss by inevitable accident or Act of God excepted, as when said premises were accepted by Tenant at the commencement of this Lease. Tenant's obligation to observe or perform the provisions of this paragraph shall survive the expiration or termination of this Lease.

13. HOLDING OVER:

If, after the expiration or other termination hereof, Tenant shall remain in possession without a written agreement therefor, such holding over shall be deemed to be upon a month-to-month tenancy under the same terms, conditions and provision contained herein, and for a monthly rental equal to one hundred fifty percent (150%) of the amount of the last monthly installment of rent and additional rent paid pursuant to the terms hereof.

14. EXTENSION OF LEASE:

14.1 If, at the end of the lease term set forth in paragraph 2, above, Tenant shall not be in default of any of the provisions of this Lease, the term of this Lease shall be automatically extended for an additional five (5) years. The minimum monthly rental shall be: \$5,500.00 for the first year of the extension; \$6,050.00 for the second year of the extension; \$6,655.00 for the third year of the extension; \$7,320.50 for the fourth year of the

extension; and \$8,052.55 for the fifth and final year of the extension. Provided, however, that if Tenant shall give Landlord written notice, no later than one hundred and eighty (180) days prior to the expiration of the term of this Lease, of its desire not to extend the term of the Lease, this paragraph shall be null and void and of no effect.

14.2 During any renewal term, Tenant shall still be obligated to pay any additional rent due and owing to Landlord pursuant to paragraph 4 of this Agreement.

15. DEFAULTS BY LESSEE AND REMEDIES:

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

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

b. If Tenant does not comply with any provision of this Lease which imposes an obligation upon Tenant.

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

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

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

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

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

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

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

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

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

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

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

b. Re-enter and take possession of the Premises or any part thereof and repossess the same as Landlord's former estate. Should Landlord take such possession pursuant to the terms of this agreement, legal proceedings or pursuant to any notice provided by law or this Lease, Landlord may: (1) terminate this Lease; or (2) from time to time without terminating this Lease, relet the Premises or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as Landlord may deem advisable, with the right to make alterations and repairs to the Premises but reserving to Landlord the right at any time to elect to terminate this Lease as paragraph 15.2 (a) provides.

15.3 In the event Landlord shall elect to terminate this Lease, Landlord shall give Tenant twenty (20) days written notice of the existence and nature of such default and of Landlord's election so to terminate. If such default exists at the expiration of such twenty (20) day period, and Landlord shall not have waived the same by written instrument, this Lease, and the term hereof, together with any and all right, title and interest in the Premises as herein granted to Tenant, shall terminate on the date fixed in said notice with the same force and effect (except as to the continuance of Tenant's liability) as if the date fixed by notice were the expiration of the term originally granted herein.

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

15.5 In the event that Landlord does not elect to terminate this Lease as permitted in paragraph 15.2 (a), but on the contrary elects to take possession as provided in paragraph 15.2 (b), then such possession of the Premises by Landlord shall not relieve Tenant of its liability and obligation under this Lease, all of which shall survive such repossession. In the event of such repossession, Tenant shall pay the fixed rent and all additional rent as herein provided up to the time of termination of this Lease (which Landlord can declare at any time), and thereafter Tenant, until the end of what would have been the term of this Lease in the absence of such repossession, and whether or not the Premises shall have been relet, shall be liable to Landlord for, and shall pay to Landlord as liquidated current damages:

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

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

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

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

15.7 In the event of any default by Tenant pursuant to subparagraph 15.1d, above, or if Tenant violates the provisions of Section 16, below, and notwithstanding any other provision herein, Landlord shall have the right at Landlord's sole option and without any necessity of notice (and without restricting or surrendering any of Landlord's other rights hereunder), and Tenant hereby agrees and consents thereto, to immediately take possession of the Premises and all equipment, inventory, contents, furniture and fixtures therein, of whatever kind or ownership, and to, within a reasonable time and in a reasonable manner, cause the same to be sold and the proceeds thereof applied to any monies owned to Landlord by Tenant pursuant to this Lease.

16. LESSEE'S BUSINESS OPERATIONS:

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

17. IMPROVEMENTS TO LEASEHOLD PREMISES:

17.1 Tenant shall make no improvements to the Premises without the prior written consent of Landlord and only upon such terms and conditions as set forth by Landlord. All such improvements, however denominated, shall be and remain the property of Landlord unless otherwise agreed to in writing between the parties hereto and may not be removed by Tenant at any time, from the Premises, without the express written consent of Landlord..

18. SIGNAGE:

Tenant may cause to be installed one or more signs in such design(s) and location(s) as shall be approved by Landlord. Such sign(s) shall be and remain the property of Tenant and Tenant shall be solely responsible for the purchase, installation, operation and

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

19. RELATIONSHIP OF PARTIES:

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

20. NOTICES:

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

Landlord:

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

Tenant:

Jason Moen, CEO
Rocky Mountain Sports Training, Inc
4745 Cody St.
Wheat Ridge, Colorado 80033

21. ENTIRE AGREEMENT:

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

22. SEVERABILITY:

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

23. BINDING EFFECT:

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

24. WAIVER:

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

25. SURVIVAL CLAUSE:

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

26. PARAGRAPH HEADINGS:

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

27. ACKNOWLEDGMENT OF EXAMINATION:

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

28. PERMITS AND LICENSES:

Tenant shall procure, supply, and post, at its own expense, in places to be designated by Lessor, all permits and licenses necessary for the operation of the Leasehold Premises and shall pay, at its own expense, all taxes assessed or levied against its business and merchandise.

29. ACCESS AND INSPECTION:

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

30. OTHER PAYMENT OBLIGATION:

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

31. ADDITIONAL TENANT OBLIGATIONS

Tenant, in addition to all other obligations set forth above, shall:

- a. Insure any use of the Premises is in accordance with applicable building codes and ADA accessibility requirements;
- b. Provide maintenance for the interior and exterior of the Premises building, including all fixtures and furnishings and snow removal from the parking lot, at Tenant's sole expense;
- c. If concessions are provided, utilize only Pepsi beverage products in the categories of carbonated drinks, juice and juice-based products, isotonic, ready-to-drink tea, ready-to-drink coffee, bottled water and other non-alcoholic beverage products distributed by Pepsi;
- d. Solicit and procure sponsorships and other forms of alternative funding as appropriate;
- e. Provide marketing and public relations support for this facility as a community amenity;
- f. Respond to Landlord contact regarding any written request within 15 days or sooner as may be required by this Lease;
- g. Provide Landlord with a storage area for park maintenance materials, however the parties hereto acknowledge that Tenant has the right to secure access from this storage area into the premises.

32. ADDITIONAL LANDLORD OBLIGATIONS

32.1 Landlord, in addition to all other obligations set forth above, shall:

- a. Provide a staff liaison to assist with questions, details and negotiations related to the building code, permitting, structural details, public process requirements and approvals for the facility renovation;

b. Provide a staff liaison to work with Tenant on an ongoing basis for fulfillment of mutual marketing goals.

c. Make reasonable effort to include advertising/marketing materials in all Landlord regular activity guides at no expense to Tenant;

d. Provide a link to the facility web site from Landlord's web sites;

e. Maintain all landscaping and repair and maintenance, except snow removal and general trash pickup, of all areas exterior to the facilities' outer walls and roof, in that area set forth on Exhibit A attached hereto and incorporated herein by reference;

f. Respond to Tenant's contact within 15 days of receiving any written request from Tenant; and

g. Provide positive public support for Tenant and Tenant's programs as long as Tenant is not in default of any of the terms of this Agreement.

LANDLORD:

HYLAND HILLS PARK AND RECREATION DISTRICT

Greg Mastriona, Executive Director

Approved as to legal form: _____
Richard Fuller, Administrative Counsel

CITY OF WESTMINSTER

Brent McFall, City Manager

City Clerk

Approved as to legal form: _____
City Attorney

TENANT:

President

Secretary

Slapshot Hockey Center, Inc.
4201 West 94th Ave.
Westminster, CO 80031

January 31, 2006


Executive Director
Hyland Hills Parks & Recreation District
1800 West 89th Avenue
Federal Heights, Colorado 80260

Mr. Greg Mastrianni,

This letter is to inform you that Slapshot Hockey Center, Inc. has ceased doing business at the above address as of January 31st, 2006. Slapshot can no longer meet its expenses due to declining revenues. All utility companies have been notified. Power from X-cel energy will be turned off as of February 6th. At that time, pipes will freeze and cause damage to the building if you do not restore power by such date. Keys to the building are enclosed. Future correspondence to Slapshot Hockey Center, Inc. should be forwarded to: 6900 Preston Road, Apt # 614 Plano, Texas 75024

Slapshot Hockey Center, Inc.

By:


Charles Billera,
President

Enclosures

cc: City of Westminster

Summary of Proceedings

Summary of proceedings of the regular meeting of the Westminster City Council held Monday, March 27, 2006. Mayor McNally, and Councillors Dittman, Kaiser, Lindsey, Major, and Price were present at roll call. Mayor Pro Tem Kauffman was absent and excused.

The minutes of the March 13, 2006 regular meeting were approved.

Council proclaimed March 30, 2006 the kickoff date for the "Parents Who Host, Lose the Most: Don't be a Party to Teenage Drinking" Campaign

Council approved the following: February 2006 Financial Report; purchase of a replacement utility van; roof replacement at Swim & Fitness Center; submission of Assistance to Firefighters grant application; adult sports officiating services contract bid award; purchase of sculpture for the Armed Forces Tribute Garden; 2006 Pavement Rehabilitation Project bid award; 2006 Striping and Pavement Marking Project bid award; IGA with UDFCD re Shaw Heights Tributary at Circle Drive; final passage of CB No. 13 re CLUP Amendment re Park Centre Filing No. 1; final passage of CB No. 14, as amended, re Parks, Recreation and Libraries Advisory Board; and final passage of CB No. 15 re Octagon Systems Corporation Business Assistance Package.

Public hearings were conducted re: amendments to the CLUP; Walnut Creek Property annexation, CLUP amendment; and zoning; and Kalmar Property annexation, CLUP amendment, and zoning.

Council adopted the following resolutions: Res. No. 23 re annexation findings concerning the Kalmar Property and Resolution No. 24 re annexation findings concerning the Walnut Creek former Jeffco Schools R-1 property.

The following Councillors' Bills were passed on first reading:

A BILL FOR AN ORDINANCE AMENDING THE WESTMINSTER COMPREHENSIVE LAND USE PLAN. Purpose: approve Comprehensive Land Use Plan amendments for 13 properties identified during annual review.

A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY IN A PARCEL OF LAND LOCATED IN SECTION 23, TOWNSHIP 2 SOUTH, RANGE 69 WEST, 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO. Purpose: annexation of Kalmar Property.

A BILL FOR AN ORDINANCE AMENDING THE WESTMINSTER COMPREHENSIVE LAND USE PLAN. Purpose: amend the CLUP designation for Kalmar Property to R2.5 Residential.

A BILL FOR AN ORDINANCE AMENDING THE ZONING LAW AND ESTABLISHING THE ZONING CLASSIFICATION OF CERTAIN DESCRIBED PROPERTY IN A PARCEL OF LAND LOCATED IN SECTION 23, TOWNSHIP 2 SOUTH, RANGE 69 WEST, 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO. Purpose: zone the Kalmar Property RE (One-Family Residential).

A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY IN A PARCEL

OF LAND LOCATED IN SECTION 8, TOWNSHIP 2 SOUTH, RANGE 69 WEST, 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO. Purpose: annexation of Walnut Creek former Jeffco Schools R-1 Property.

A BILL FOR AN ORDINANCE AMENDING THE WESTMINSTER COMPREHENSIVE LAND USE PLAN. Purpose: amending the CLUP designation for the Walnut Creek former Jeffco Schools R-1 Property to City Owned Open Space.

A BILL FOR AN ORDINANCE AMENDING THE ZONING LAW AND ESTABLISHING THE ZONING CLASSIFICATION OF CERTAIN DESCRIBED PROPERTY IN A PARCEL OF LAND LOCATED IN SECTION 8, TOWNSHIP 2 SOUTH, RANGE 69 WEST, 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO. Purpose: zoning the Walnut Creek former Jeffco Schools R-1 Property O-1 (Open).

A BILL FOR AN ORDINANCE AMENDING THE WESTMINSTER MUNICIPAL CODE CONCERNING THE CITY'S WATER REGULATIONS AND SANITARY SEWERAGE REGULATIONS. Purpose: increase water and wastewater tap fees.

A BILL FOR AN ORDINANCE APPROVING A LEASE BETWEEN THE CITY OF WESTMINSTER, HYLAND HILLS PARK AND RECREATION DISTRICT, AND ROCKY MOUNTAIN SPORTS TRAINING INC., FOR THE FORMER SLAPSHOT HOCKEY CENTER LOCATED AT 94TH AVENUE AND PERRY STREET, WESTMINSTER, CO. Purpose: approve a lease agreement between the City, Hyland Hills Recreation Facilities Enterprise and Rocky Mountain Sports Training Inc.

The meeting adjourned at 7:47 p.m.

By Order of the Westminster City Council
Linda Yeager, City Clerk
Published in the Westminster Window on April 6, 2006

ORDINANCE NO. **3271**
SERIES OF 2006

COUNCILLOR'S BILL NO. **13**
INTRODUCED BY COUNCILLORS
Dittman - Major

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

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

a. That an application for an amendment to the Westminster Comprehensive Land Use Plan has been submitted to the City for its approval pursuant to W.M.C. §11-4-16(D), by the owner of the property described in Exhibit A, attached hereto and incorporated herein by reference, requesting a change in the land use designation from "Business Park" to "Retail/Commercial" for the approximately 2.86 acre property at 12365 Huron Street.

b. That such application has been referred to the Planning Commission, which body held a public hearing thereon on February 28, 2006, after notice complying with W.M.C. §11-4-16(B) and has recommended approval of the requested amendment.

c. That notice of the public hearing before Council has been provided in compliance with W.M.C. § 11-4-16(B) and the City Clerk has certified that the required notices to property owners were sent pursuant to W.M.C. §11-4-16(D).

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

e. That the owners have met their burden of proving that the requested amendment will further the public good and will be in compliance with the overall purpose and intent of the Comprehensive Land Use Plan, particularly its policy on evaluating existing business park areas as to the need for retail and residential development to support primary employment in these areas.

Section 2. The City Council approves the requested amendment and authorizes City staff to make the necessary changes to the map of the Westminster Comprehensive Land Use Plan to change the land use designation of the property depicted on attached Exhibit B to "Retail Commercial."

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

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 13th of March, 2006. PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 27th day of March, 2006.

A BILL
FOR AN ORDINANCE AMENDING THE WESTMINSTER MUNICIPAL CODE
CREATING A PARKS, RECREATION AND LIBRARIES ADVISORY BOARD

THE CITY OF WESTMINSTER ORDAINS:

Section 1. Title II, Chapter 4, W.M.C., is hereby REPEALED AND REENACTED as follows:

CHAPTER 4

PARKS, RECREATION AND LIBRARIES ADVISORY BOARD

2-4-1: CREATION

2-4-2: ADVISORY MEMBERS

2-4-3: POWERS AND DUTIES

2-4-4: MEETINGS

2-4-5: BYLAWS

2-4-6: ACTING CHAIRPERSON; QUORUM

2-4-1: CREATION: There is hereby created a Parks, Recreation and Library Advisory Board referred to as "the Board." Six (6) existing members of the former Library Board and three (3) existing members of the former Parks and Recreation Board shall be offered board seats on the newly-created Parks, Recreation and Libraries Advisory Board. However, through attrition, the Board shall be eventually reduced to seven (7) members and one (1) alternate member.

2-4-2: ADVISORY MEMBERS: The Director of Parks, Recreation and Libraries and one (1) member of the City Council, to be appointed by the Mayor, shall be advisory members of the Parks, Recreation and Libraries Advisory Board, who shall have the right to participate in all meetings of the Board; except that, they shall not have the right to vote.

2-4-3: POWERS AND DUTIES: The powers of the Parks, Recreation and Libraries Advisory Board shall be advisory only, and the Board shall have the following duties:

(A) To assist Staff and Council in the promotion of the Parks, Recreation and Libraries Department and its services to the community, and in the evaluation of the Department's mission, roles and services in response to community need;

(B) To obtain feedback from the community and make recommendations to the Director of Parks, Recreation and Libraries regarding the City's long-range plan for the development, maintenance and improvements of Parks, Recreation and Libraries facilities, programs and services;

(C) To advise Staff, with Council's approval, on the administration of such gifts of money, or property, or endowments as may be granted to and accepted by the Council for parks, recreation and library purposes and to take such steps as the Board may deem feasible to encourage gifts in support of the City's parks, recreation and library programs and to administer a grant-in-aid program directed at individuals who would be unable, due to financial considerations, to participate in parks, recreation and libraries programs;

(D) When asked by the Director to evaluate applications for special need passes to City recreation facilities by the public and to recommend approval or denial.

(E) To review requests by the public for the removal of library materials; materials will be removed from the Library's collections upon unanimous approval of the Board;

- (F) To recommend for City Council adoption a schedule of fines and penalties to be imposed for the failure of any person to return materials in a period prescribed by the Director of Parks, Recreation and Libraries or damaging any books, periodicals, other materials or Library facilities;
- (G) Upon request by the Director of Parks, Recreation and Libraries, the Board shall review and make recommendations on any Parks, Recreation and Libraries' fee or charge in an amount that exceeds the approval authority of the City Manager;
- (H) To administer the City's Neighborhood Enhancement Program in any and all aspects as may be necessary to meet the goals and objectives of the program;
- (I) When asked by the Director, to review complaints, suggestions and other communications by the public regarding Parks, Recreation and Libraries programs and facilities, and to make recommendations to the Director regarding said communications;
- (J) To conduct a secret shopper program to visit all City Parks, Recreation and Libraries facilities for feedback to the Director on customer service issues;
- (K) To advise the Director on such policies, rules and regulations and other matters as the Board believes necessary and proper for the management and development of the parks, recreation and library programs and facilities; and
- (L) To perform any other related duties as assigned by Council.

2-4-4: MEETINGS: The Parks, Recreation and Libraries Board shall decide on a meeting day and time. The Board shall meet at least six (6) times per year, as the Chairperson of the Board requests. A record of the minutes of each meeting shall be kept and placed in the office of the City Clerk for public inspection. Except as provided by Section 2-1-6(A), all meetings of the Parks, Recreation and Libraries Board shall be open to the public.

2-4-5: BYLAWS: The Board shall make and adopt its own bylaws, subject to approval by the City Council, in conformity with applicable statutes and ordinances.

2-4-6: ACTING CHAIRPERSON; QUORUM: The Vice-Chairperson of the Board shall assume the duties of the Chairperson in the absence of the Chairperson. In the absence of both the Chairperson and Vice-Chairperson, the Board shall designate an Acting Chairperson, if necessary. A quorum shall consist of a majority of those members entitled to act, and a decision of a majority of the quorum of such members shall control.

Section 2. Title II, Chapter 12, W.M.C., is hereby REPEALED IN ITS ENTIRETY.

Section 3. Section 2-1-1, subsections (C) and (E), W.M.C., is hereby AMENDED to read as follows:

2-1-1: APPOINTMENT OF MEMBERS; TERMS:

(C) Each regular member and alternate member shall be appointed by majority vote of City Council for a term of two (2) years, UNLESS A LONGER OR SHORTER TERM IS REQUIRED TO SATISFY THE PROVISIONS OF SUBSECTION 2-1-1(E), BELOW. All terms shall expire on December 31, unless City Council has failed to appoint or reappoint a member, in which case the member's term shall be extended until Council action. Any vacancy which occurs prior to the end of a term shall be filled by the City Council within forty-five (45) days after such vacancy occurs, and the appointee shall complete the term of the member or alternate member whose term became vacant.

(E) Terms shall be staggered as follows:

1. For five (5) member Boards or Commissions, three (3) members shall have terms that expire on even-numbered years and two (2) members shall have terms that expire on odd-numbered years.
2. For seven (7) member Boards or Commissions, four (4) members shall have terms that expire on even-numbered years and three (3) members shall have terms that expire on odd-numbered years.
3. For eight (8) member Boards or Commissions, four (4) members shall have terms that expire on even-numbered years and four (4) members shall have terms that expire on odd-numbered years.
4. Alternates shall have terms that expire on odd-numbered years.

This SUBsection shall not apply to the Election Commission. FOR THE PARKS, RECREATION AND

LIBRARIES BOARD, THIS SUBSECTION SHALL TAKE EFFECT ON JANUARY 1 OF THE YEAR FOLLOWING THAT IN WHICH THE BOARD REACHES SEVEN (7) MEMBERS THROUGH ATTRITION AND, AT SUCH TIME, AN ALTERNATE MEMBER SHALL BE APPOINTED.

Section 4. Section 3-3-6, subsections (A) and (C), W.M.C., is hereby AMENDED to read as follows:

3-3-6: PROHIBITED ACTS; FINES AND PENALTIES:

(A) Pursuant to section ~~2-5-6~~ 2-4-3 of this Code, the ~~Library~~ PARKS, RECREATION AND LIBRARIES ADVISORY Board shall recommend and the City Council shall adopt a schedule of fines and penalties to be imposed for the failure of any person to return materials in a period prescribed by the Director of Parks, Recreation and Libraries OR DAMAGING ANY BOOKS, PERIODICALS, OTHER MATERIALS OR LIBRARY FACILITIES. (1282 1699 1889)

(C) 1. It shall be unlawful for any person to write in, injure, deface, tear or destroy any book, plate, picture, engraving, map, newspaper, magazine, pamphlet, periodical, manuscript, film or audio and video recordings, or computer software belong to the Westminster Public Library. (1696)

2. It shall be unlawful for any person to damage or deface the grounds, building, furniture, fixtures, equipment or other property of the Westminster Public Library. (1696)

~~3. It shall be unlawful for any person to willfully retain any charged-out Library reading material or other property belonging to the Westminster Public Library for thirty (30) days after notice in writing to return same is sent to the borrower's address recorded in Library records given after the expiration of the time that, by the rules of the Westminster Public Library such article or other property may be kept. (1696)~~

4. 3. It shall be unlawful for any person to remove or to assist in the removal from the WESTMINSTER Public Library ~~or Bookmobile~~ any reading material belonging to the Public Library without first having the same charged or checked out by the proper agent or employee of the Public Library in accordance with the guidelines, policies and procedures of the Westminster Public Library. (1696)

4. IT SHALL BE UNLAWFUL FOR ANY PERSON TO RETAIN ANY CHARGED OUT LIBRARY READING MATERIAL OR OTHER PROPERTY BELONGING TO THE WESTMINSTER PUBLIC LIBRARY FOR MORE THAN THIRTY (30) DAYS AFTER WRITTEN NOTICE TO RETURN SAID PROPERTY IS SENT TO THE BORROWER'S ADDRESS AS RECORDED IN THE LIBRARY RECORDS. SUCH WRITTEN NOTICE SHALL BE GIVEN AFTER THE EXPIRATION OF THE TIME ALLOWED TO RETAIN SUCH PROPERTY AS PRESCRIBED BY THE DIRECTOR OF PARKS, RECREATION AND LIBRARIES, AND SHALL BE EFFECTIVE UPON MAILING.

5. IT SHALL BE UNLAWFUL FOR ANY PERSON TO REFUSE OR FAIL TO PAY ANY FINE OR PENALTY IMPOSED PURSUANT TO THE SCHEDULE OF FINES AND PENALTIES ADOPTED BY CITY COUNCIL FOLLOWING THIRTY (30) DAYS WRITTEN NOTICE TO BORROWER THAT SUCH FINES OR PENALTIES ARE DUE. SUCH WRITTEN NOTICE SHALL BE SENT TO THE BORROWER'S ADDRESS AS RECORDED IN THE LIBRARY RECORDS AND SHALL BE EFFECTIVE UPON MAILING.

Section 5. This ordinance shall take effect upon its passage after second reading.

Section 6. The title and purpose of this ordinance shall be published prior to its consideration on second reading. The full text of this ordinance shall be published within ten (10) days after its enactment after second reading.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 13th day of March, 2006. PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 27th day of March, 2006, as amended.

ORDINANCE NO. **3273**
SERIES OF 2006

COUNCILLOR'S BILL NO. **15**
INTRODUCED BY COUNCILLORS
Major - Dittman

**A BILL
FOR AN ORDINANCE AUTHORIZING A BUSINESS ASSISTANCE PACKAGE
WITH OCTAGON SYSTEMS CORPORATION TO AID IN THEIR RELOCATION AND
EXPANSION IN CHURCH RANCH CORPORATE CENTER**

WHEREAS, the successful attraction and retention of high quality development to the City of Westminster provides employment opportunities and increased revenue for citizen services and is therefore an important public purpose; and

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

WHEREAS, Octagon Systems Corporation plans to lease 30,000 square feet in Church Ranch Corporate Center in Westminster, and

WHEREAS, a proposed Assistance Agreement between the City and Octagon Systems Corporation is attached hereto as Exhibit "A" and incorporated herein by this reference.

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

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Manager of the City of Westminster is hereby authorized to enter into an Assistance Agreement with Octagon Systems Corporation in substantially the same form as the one attached as Exhibit "A," and upon execution of the Agreement to fund and implement said Agreement.

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 13th day of March 2006. PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 27th day of March, 2006.