



## 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. National Public Safety Telecommunicators Week Proclamation
  - B. Arbor Day / Earth Day / Tree City USA Proclamation
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. Light Duty Vehicles Purchase
  - B. Roof Replacement at Fleet Maintenance Facility
  - C. 2007 Striping and Pavement Marking Project Contract
  - D. McKay Drainageway Improvements - Preliminary Design Engineering Services Contract
  - E. IGA for the Establishment of a Separate Legal and Public Entity Titled the North Metro Task Force
  - F. Second Reading Councillor's Bill No. 13 re Repealing Chapters 2 and 3 of Title VIII re Property Standards
  - G. Second Reading Councillor's Bill No. 14 re GCORF Appropriation re Fire Department Brush Truck Replacement
9. Appointments and Resignations
10. Public Hearings and Other New Business
  - A. Councillor's Bill No. 15 re Vacation of Ten Easements re Mandalay Town Center Subdivision Filing No. 2
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, APRIL 9, 2007 AT 7:00 P.M.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

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

CONSIDERATION OF MINUTES

Councillor Lindsey moved, seconded by Price, to approve the minutes of the regular meeting of March 26, 2007, as written and presented. The motion passed unanimously.

CITY MANAGER'S REPORT

Mr. McFall reported that despite inclement weather the Mayor's Eggstravaganza at City Park Recreation Center had been a complete success with fun and goodies for attendees.

On the occasion of his final City Council meeting, Mr. McFall acknowledged Public Works and Utilities Director Jim Arndt, who had resigned to accept employment with the City of Manhattan Beach, California. He wished him well and thanked him again for his numerous contributions to the City and its future.

CITY COUNCIL COMMENTS

Mayor Pro Tem Kauffman thanked management of the Rock Bottom Brewery for hosting fundraising activities for the Fire Department. Revenues generated from the sale of Fire Chief's Ale, firefighter-related merchandise, and the Chili Cook-off would be used to support the Westminster Firefighters Fire Victims Benefit Fund and the Public Safety Recognition Foundation.

Councillor Dittman echoed the Mayor Pro Tem's appreciation of the Rock Bottom Brewery management. Additionally, he complimented Staff for organization of the Mayor's Eggstravaganza. The event produced many smiles from attendees. Councillor Major concurred. Mayor McNally termed the event "eggcellent."

Councillor Major reported that he met with a University of Colorado student to discuss the procedure for running for City Council for use in the student's term paper.

PRESENTATIONS

Mayor McNally proclaimed the week of April 9 to be National Public Safety Telecommunicators Week. She called forth several Communication Center employees and presented the proclamation to them with gratitude for the critical public service they provided daily.

Mayor Pro Tem Kauffman read a proclamation declaring April 21, 2007 to be Arbor Day and Earth Day and presented the proclamation to Rod Larsen, Parks Supervisor, and Carey Rangel, Environmental Services Analyst. Keith Wood, Colorado State Forester, presented the Tree City USA Award and the Growth Award to the City. He thanked the City for continued support of the community forestry program, noting that this was the City's 22<sup>nd</sup> consecutive Tree City USA award and its 13<sup>th</sup> consecutive Growth Award.

CITIZENS COMMENT

Dennis Emily, 10001 Ames Street, reported a fence in need of repair on the open space near 100<sup>th</sup> Avenue and Sheridan Boulevard. Additionally, he asked that monies received from the sale of open space to make a roadway connection between the proposed development of Hyland Village and Westminster Boulevard be dedicated to landscape along the new road. Lastly, he noted there was no opportunity to make a left turn onto Sheridan Boulevard from the area where he lived. Traffic volume was significant and he asked that a traffic signal be installed at 101<sup>st</sup> Avenue and Sheridan to accommodate safe left-hand turning movements.

CONSENT AGENDA

The following items were submitted for Council's consideration on the consent agenda: awarding a bid, under the State of Colorado Bid, for four light-duty trucks and one light-duty sedan to Dallenbach Motors in the amount of \$108,275; authority for the City Manager to execute a \$75,780 contract with Alpine Roofing, Inc. for replacement of the roof at the Municipal Service Center, Fleet Maintenance Facility, and authorize an additional \$7,500 contingency for the project; authority for the City Manager to execute a \$205,086 contract for 2007 with options for two additional one-year renewals (2008 and 2009) for Citywide lane line striping and pavement markings to the low bidder, United Rentals Highway Technologies, Inc., and authorize a \$10,290 contingency; based on recommendation of the City Manager, determine that the public interest would best be served by authorizing the City Manager to sign a negotiated contract with ASCG, Inc., for preliminary design engineering services for the proposed improvements to the McKay Drainageway between Huron Street and Big Dry Creek, and authorize \$237,200 for the contract plus a \$25,000 contingency; authority for the City Manager to sign an Intergovernmental Agreement with Adams County, the City and County of Broomfield, and the municipalities of Brighton, Commerce City, Federal Heights, Northglenn, Thornton and Westminster providing for a separate legal and police entity to be known as the "North Metro Task Force;" final passage of Councillor's Bill No. 13 amending the Westminster Municipal Code to repeal Chapters 2 and 3 of Title VIII relating to property standards; and final passage of Councillor's Bill No. 14 authorizing the appropriation of \$74,653 from the 2006 General Capital Outlay Replacement Fund (GCORF) carryover to the appropriate 2007 GCORF account.

Mayor McNally asked if Councillors wished to remove any items from the consent agenda for discussion purposes or separate vote. There was no request. It was moved by Councillor Major and seconded by Councillor Lindsey approve the consent agenda as presented. The motion passed unanimously.

COUNCILLOR'S BILL NO. 15 VACATING EASEMENTS IN MANDALAY FILING NO. 2

Mayor Pro Tem Kauffman moved to pass on first reading Councillor's Bill No. 15 vacating ten easements on Lots 4 and 4E of the Final Plat for Mandalay Town Center Subdivision, Filing No. 2 and the Third Amendment to the Final Plat for Mandalay Town Center Subdivision, Filing No. 2. The motion was seconded by Councillor Dittman and passed unanimously on roll call vote.

ADJOURNMENT

There was no further business to come before the City Council, and the Mayor adjourned the meeting at 7:25 p.m.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



## Agenda Item 6 A

**WESTMINSTER**  
**COLORADO**

### Agenda Memorandum

City Council Meeting  
April 9, 2007



**SUBJECT:** Proclamation re National Public Safety Telecommunicators Week

**Prepared By:** Dan Montgomery, Chief of Police  
Steve Peterson, Commander

### Recommended City Council Action

Present a proclamation to the Westminster Police Communications Center Commander, proclaiming the week of April 9, 2007 as National Public Safety Telecommunicators (Dispatchers) Week in the City of Westminster.

### Summary Statement

- The week of April 9, 2007 has been designated as National Public Safety Telecommunicators week and Staff is recommending that the City support this recognition.
- Locally, the Westminster Police Department Technical Services Section is joining with criminal justice system professionals, to honor the critical public service that our dispatchers perform.
- Mayor Nancy McNally will present the proclamation.

**Expenditure Required:** \$0

**Source of Funds:** N/A

**Policy Issue**

None identified

**Alternative**

None identified

**Background Information**

In 1991, a Resolution was brought before the US House of Representatives to designate the second week of April as Public Safety Telecommunicators Week. The Resolution noted that every day public safety telecommunicators answer calls for assistance. They dispatch calls for help to local police, fire and emergency medical departments. These people serve as vital links within towns and cities, although rarely appreciated because they are not physically present on scene. They work tirelessly to improve emergency response capabilities through their leadership in training programs provided by the Associated Public Safety Communications Officers (APCO). Throughout the week of April 9, 2007, Westminster Public Safety Dispatchers will attend several functions recognizing their contributions to the community. The week will culminate with the annual Jefferson County, E-9-1-1 Awards Banquet on April 15, 2007 at the Denver West Marriot.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment

**WHEREAS**, each day, thousands of Americans dial 9-1-1 for help in emergencies. The men and women who answer these calls for help, gathering essential information and dispatching the appropriate assistance, can often make the difference between life and death for persons in need. Our Westminster Public Safety Dispatchers are among the more than 200,000 telecommunications specialists who work daily to protect and to promote public safety.

**WHEREAS**, public safety telecommunicators are more than a calm and reassuring voice at the other end of the phone. They are knowledgeable and highly trained individuals who not only work closely with the Police and Fire Departments, but numerous other State and local agencies as well as our Streets, Parks, and Utility Divisions. Because emergencies can strike at any time, we rely on the vigilance and the preparedness of these individuals 24 hours a day, 365 days a year.

**WHEREAS**, the City of Westminster recognizes the need to maintain the highest standards of public safety, we owe a great debt to the men and women who, by applying their expertise in telecommunications, help to make that achievement possible. During this special observance, we acknowledge that debt and extend a heartfelt thanks to each of them.

**NOW, THEREFORE, I, Nancy McNally, Mayor of the City of Westminster, Colorado, on behalf of the entire City Council and Staff, do hereby proclaim the week of April 9, 2007 as**

**NATIONAL PUBLIC SAFETY  
TELECOMMUNICATORS WEEK**

in the City of Westminster and join in honoring the men and women whose diligence and professionalism keep our City and it's citizens safe.

Signed this 9<sup>th</sup> day of April, 2007.

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Nancy McNally, Mayor



## Agenda Item 6 B

**WESTMINSTER**  
**COLORADO**

### Agenda Memorandum

City Council Meeting  
April 9, 2007



**SUBJECT:** Proclamation re Arbor Day/Earth Day/Tree City USA

**Prepared By:** Rob Davis, City Forester  
Carey Rangel, Environmental Analyst

### Recommended City Council Action

Present a proclamation to City Forester Rob Davis and Environmental Services Analyst Carey Rangel proclaiming April 21, 2007, as Arbor Day and Earth Day in the City of Westminster, and accept the Tree City USA Award and Tree City Growth Award as presented by a member of the Colorado State Forest Service.

### Summary Statement

- A member from the Colorado State Forest Service will present the Tree City USA award to the Mayor and City Council. This will be the 22nd consecutive year that the City has received the Tree City USA Award.
- Additionally, City Council will be presented with Westminster's 13<sup>th</sup> Tree City USA Growth Award.
- Mayor Pro Tem Kauffman will present the City's Arbor Day and Earth Day proclamation to City Forester Rob Davis and Environmental Services Analyst Carey Rangel.

**Expenditure Required:** \$ 0

**Source of Funds:** N/A



**Policy Issue**

None identified

**Alternative**

None identified

**Background Information**

In 1872, J. Sterling Morton, the editor of Nebraska's first newspaper, proposed a tree-planting holiday to be called Arbor Day. Since that time, Arbor Day celebrations have spread to every state in the nation and to many foreign countries.

The Tree City USA Award is sponsored by the National Arbor Day Foundation and recognizes towns and cities across America that meet the standards of the Tree City USA Program. This program is designed to recognize those communities that effectively manage their public tree resources and to encourage the implementation of community tree management based on four Tree City USA Program elements:

1. A Tree Board or Department (The City's board consists of Rob Davis, Rich Dahl, Bill Walenczak, and Rod Larsen.)
2. A community tree ordinance, (Title XIII, Chapter 3)
3. A community forestry program with an annual budget of at least \$2/capita
4. An Arbor Day observance and proclamation

The Growth Award is also sponsored by the National Arbor Day Foundation to recognize environmental improvement and encourage higher levels of tree care throughout America. It is designed to recognize achievement, to communicate new ideas, and help Tree City USA award recipients plan for improving community tree care. The recipient of the award must be a Tree City USA Award winner in at least its second year, it must spend as much money as the previous year on community forestry, and it must reach certain levels in education and public relations, partnerships, planning and management, as well as tree planting and maintenance.

In 1962, Senator Gaylord Nelson of Wisconsin suggested that, due to rising concern over the state of the environment, one day be set-aside in observance of the environment. The first Earth Day was held on April 20, 1970. Earth Day is now celebrated annually on April 22 to raise awareness of and encourage citizen participation in environmental activities. For the City of Westminster, April 21, 2007, is established as Earth Day in order to coordinate with Arbor Day events. Each year, a different theme is chosen and for 2007 the theme is "Environmental Sustainability."

The events scheduled for Arbor Day and Earth Day are as follows:

Arbor Day and Earth Day School Program: Thursday, April 19, 1 p.m. at Cotton Creek Elementary

The presentation at Cotton Creek Elementary School will educate 4th grade students about the benefits of trees, tree protection, and the history of Arbor Day and Earth Day. Prizes for the Arbor Day poster contest will be awarded, with the first place winner receiving a potted evergreen tree. Second through tenth place winners will receive a 2 to 3-foot Linden tree. The students will be shown how to properly plant and take care of their trees as well. All students will receive buttons, tree seedlings, and a reusable grocery bag from the Environmental Advisory Board, which include educational materials on protecting our resources. The Environmental Advisory Board members will make a presentation on resource protection including recycling and the effects of storm water pollution on surface water bodies.

Arbor Day and Earth Day Celebration: Saturday, April 21, 9 a.m. to noon at City park Recreation Center

Park Service Division Staff will distribute Linden (bare root) saplings, crabapple and pine tree seedlings, educational literature, and wood chip mulch. There will be a small tree sale, and a drawing will be held for a free 1.25 inch caliper tree. The winner of the drawing will be contacted by phone and need not be present to win. Additionally, members of the Environmental Advisory Board will be on hand to sell reusable grocery bags and provide information on the Earth Day theme, recycling, household hazardous waste, and storm water protection. Because the attendees are involved in and consciously aware of needs in the community, Volunteer Services will also host an open house for local non-profit and outreach organizations to showcase their volunteer opportunities during the event.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment

**WHEREAS**, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day called Arbor Day be set aside for the planting of trees; and

**WHEREAS**, the holiday called Arbor Day is now observed throughout the nation and the world; and

**WHEREAS**, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen, are a source of joy and spiritual renewal, and provide habitat for wildlife; and

**WHEREAS**, trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community; and

**WHEREAS**, Westminster has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree planting ways; and

**WHEREAS**, in 1970, Senator Gaylord Nelson of Wisconsin, suggested in a speech that a one-day demonstration be held to show concern for the environment, and as a result April 22, 1970, was designated the original Earth Day. Denis Hayes, then a Harvard Law School student, left school to organize the event, which involved thousands of schools, universities, and environmental groups as well as members of Congress and officials and activists throughout the U.S.; and

**WHEREAS**, the holiday called Earth Day is now observed throughout the nation and world; and

**WHEREAS**, annually a national theme is chosen for all to focus their attention on April 22; and

**WHEREAS**, the year 2007 Earth Day theme is “Environmental Sustainability;”

**NOW, THEREFORE, I, Nancy McNally, Mayor of the City of Westminster, Colorado, on behalf of the entire City Council and Staff, do hereby proclaim Saturday, April 21, 2007, as**

### **ARBOR DAY and EARTH DAY**

in the City of Westminster, and urge all citizens to support efforts to protect our trees and to support our City's urban forestry program; urge all citizens to plant trees to gladden the hearts and promote the wellbeing of present and future generations; and further urge all citizens to become aware of water quality impacts.

Signed this 9<sup>th</sup> day of April, 2007.

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Nancy McNally, Mayor



## Agenda Item 8 A

**WESTMINSTER**  
**COLORADO**

### Agenda Memorandum

City Council Meeting  
April 9, 2007



**SUBJECT:** Purchase of Light Duty Vehicles

**Prepared By:** Carl F. Pickett, Purchasing Officer

#### Recommended City Council Action

Award bid for four light duty trucks and one light duty sedan to Dallenbach Motors, under the State of Colorado Bid, for \$108,275.

#### Summary Statement

- City Council action is requested to award vehicle purchases based on the State of Colorado award for light duty vehicles.
- The City saves considerable dollars by purchasing these vehicles through the State Bid.
- All vehicles recommended for purchase have been previously approved and are within the amount authorized by City Council in the 2007 Budget.

**Expenditure Required:** \$108,275

**Source of Funds:** General Capital Outlay Replacement Fund

**Policy Issue**

Whether or not to approve the use of the State Bid for purchase of the vehicles outlined in this agenda memorandum.

**Alternatives**

1. Reject State bid and instruct City Staff to re-bid vehicles. This is not recommended because the State Bid reflects the purchasing power of all the political sub-divisions in the state. The City would not be able to match the bid prices afforded through the State Bid.
2. Do not purchase some or all of the proposed replacement vehicles in 2007. This is not recommended because all of these vehicles have a maintenance history that makes it impractical to keep them in regular service, based on Fleet Maintenance recommendations.

**Background Information**

As part of the 2007 Budget, City Council approved the purchase of five light duty vehicles in 2007. The five light duty vehicles to be replaced are Units #2330, a Chevrolet Corsica in the Building Division, #1163, a Chevrolet half ton pickup in the Building Maintenance Division, #7709, a GMC three quarter ton pick up in the Parks Division, #7022, a Chevrolet one ton pickup in the Parks Division, and #8607, a Chevrolet Corsica in the Police Department. All of these vehicles have reached a point where it is no longer economically reasonable to maintain them in service. Information regarding each vehicle replacement is as follows:

<b>UNIT #</b>	<b>YEAR</b>	<b>MAKE</b>	<b>MODEL</b>	<b>MILES</b>	<b>VEHICLE MAINTENANCE COSTS LIFE TO DATE (LTD)</b>
2330	1996	Chevrolet	Corsica	75,576	\$9,545.07
1163	1996	Chevrolet	1500	77,747	\$8,916.04
7709	1993	GMC	2500	116,258	\$8,263.76
7022	1994	Chevrolet	3500	94,050	\$9,831.89
8607	1996	Chevrolet	Corsica	90,228	\$9,273.74

The State Bid was sent out in September of 2006 and received responses from local vendors. The bids from Dallenbach Motors for the light duty vehicles meet all specifications and requirements set by the City.

Respectfully submitted,

J. Brent McFall  
City Manager



# Agenda Item 8 B

**WESTMINSTER**  
**COLORADO**

## Agenda Memorandum

City Council Meeting  
April 9, 2007

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**SUBJECT:** Roof Replacement at Fleet Maintenance Facility

**Prepared By:** Jerry Cinkosky, Facilities Manager

### Recommended City Council Action

Authorize the City Manager to execute a contract with Alpine Roofing, Inc. in the amount of \$75,780 for roof replacement at the City's Municipal Service Center, Fleet Maintenance Facility, and authorize a additional \$7,500 contingency for the project.

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### Summary Statement

- The roof at the Fleet Maintenance Facility is the original roof that was installed in 1984. The original roof materials were warranted for 15 years. The roof is now 22 years old and is showing signs of major deterioration.
- The facility needs assessment completed by BornEngineering, Inc. in January of this year identified major damage from the heavy snows this past winter. This damage to the curb walls is causing the insulation and metal deck to be exposed.
- Estimates to repair the damage were in excess of \$20,000. Staff does not recommend spending \$20,000 in an effort to extend the life of the roof that has already exceeded its useful life and warranty by seven years.
- Over the past three years City Staff has been using the services of the Garland Company Inc. (a roof asset management firm) to assist with writing roof specifications, bidding of projects, oversight of roofing installations, as well as any possible future warranty issues. Roof projects that have been successfully completed with the services of Garland include City Park Recreation Center, Swim and Fitness Center, Municipal Service Center Administration and Operations buildings, and the Police Department's radio communications facilities.
- Staff once again utilized the services of Garland Company, Inc. to design the roofing specifications for the Fleet Maintenance Facility and to send request for proposals to three reputable roofing companies. These companies were Black Roofing Company, as recommended by Garland Roofing Company, D&D Roofing, Inc. and Alpine Roofing Company.
- As a result of these bids Staff is recommending awarding the roofing replacement project to Alpine Roofing, Inc. This recommendation is based on their submittal of the lowest competitive bid price and the prior successful completion of similar roofing projects for the City.

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**Expenditure Required:** \$83,280

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**Source of Funds:** General Capital Improvement Fund, Building Operations and Maintenance Major Maintenance Project

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**Policy Issue**

Should City Council award a contract to Alpine Roofing, Inc. for replacement of the roof at the Fleet Maintenance Facility?

**Alternative**

Do not proceed with roof replacement at the Fleet Maintenance Facility. Staff is not recommending this action based on the age of the existing roof, excessive amount of operational funds that will be needed to make necessary repairs to a roof with no useful life remaining.

**Background Information**

During a recent facility needs assessment that was performed by BornEngineering at the Fleet Maintenance Facility, major damage was observed to the curb wall and roofing membrane by both BornEngineering, Inc. and CIRSA (Colorado Intergovernmental Risk Sharing Agency). It is believed that this damage occurred in December of 2006 and January of this year due to heavier than normal snow levels.

Staff contacted two roofing companies to obtain estimates for the necessary repairs to the damaged areas. Taking into consideration the excessive cost of \$20,000 for repairs, as well as the age and condition of the remaining portion of the roof, both firms were willing to make the necessary repairs, but recommended replacing the roof.

Staff contacted Garland Roofing Inc., an asset management company, to assess the condition of the roof and make recommendations for the replacement of the existing roof. Staff requested Garland Roofing Inc. to design roof specifications that would provide the City with a minimum 15 year performance and warranty.

Request for Bids were sent to three reputable roofing contractors, two of which had successfully completed similar successful roofing projects for the City in the past (Alpine Roofing Inc. and D&D Roofing, Inc.).

The bid results for the roof replacement at the Fleet Maintenance Facility are as follows:

<b>CONTRACTOR</b>	<b>BID AMOUNT</b>
<b>Alpine Roofing Inc.</b>	<b>\$75,780</b>
Black Roofing, Inc.	\$79,520
D&D Roofing, Inc.	\$81,291

Based on Alpine Roofing Inc.'s submittal of the lowest responsive bid and past history with similar projects performed on City facility roofs, Staff is recommending City Council's approval of a contract with Alpine Roofing Inc. for the roof replacement project at the Fleet Maintenance Facility.

Respectfully submitted,

J. Brent McFall  
City Manager



**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
April 9, 2007



**SUBJECT:** 2007 Striping and Pavement Marking Project Contract

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

**Recommended City Council Action**

Authorize the City Manager to execute a contract for 2007 with options for two additional one-year renewals (2008 and 2009) for Citywide lane line striping and pavement markings to the low bidder, United Rentals Highway Technologies, Inc., in the amount of \$205,086 and authorize a \$10,290 contingency.

**Summary Statement**

- The 2007 striping and pavement marking program consists of restriping of 795,172 square feet of citywide lane lines and replacement of 2,629 square feet of worn, crosswalk pavement markings.
- Formal bids were solicited in accordance with city bidding requirements for the 2007 striping and pavement marking project. Requests for proposals were sent to three contractors with three responding.
- The low bidder, United Rentals Highway Technologies, Inc., 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 ten years.
- As proposed, annual contract renewals for 2008 and 2009 will require agreement by both parties and any unit price cost adjustments will be based on Consumer Price Index for All Urban Consumers.
- City Council approved funds for this expense in the 2007 Department of Public Works and Utilities, Street Operations Division budget.

**Expenditure Required:** \$215,376

**Source of Funds:** General Fund - Street Operations Division Budget



**Policy Issue**

Should this bid be awarded to the low bidder, United Rentals Highway Technologies, Inc., for striping and pavement marking application as specified in the contract documents for this project, and authorize renewal for 2008 and 2009 striping and pavement marking work?

**Alternatives**

Alternatives to this project include:

1. Reduce citywide restriping to once per year instead of twice per year. Available dollars for asphalt work would increase by \$87,468.
2. Eliminate application of permanent-type pavement markings in intersections and apply paint instead. Available dollars for asphalt work would increase by \$29,465.

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 decrease safety on City streets for citizens.

**Background Information**

2006 marked the first year of a specific contractual striping and pavement marking project with rotations of citywide lane line restriping performed in the spring and fall as well as striping and pavement markings associated with the pavement sealcoating and resurfacing work. This contractual project was extremely successful and based on the Department cost analysis is more cost effective than performing this work with in-house crews.

The contractor indicated that the possibility of two additional contract renewals (2008 and 2009) enabled the company to keep 2007 pricing at a nominal increase over 2006. Pricing for the 2007 project reflects a 5% increase over 2006 pricing for lane line striping (\$0.22/sq. ft.) and approximately 3% increase on durable plastic type pavement markings.

The contract sum for renewal periods 2008 and 2009 shall be negotiated and agreed to by both parties. Any unit price cost adjustment shall not exceed the annual percent of change of the Denver-Boulder-Greeley Consumer Price Index for all Urban Consumers.

The following sealed bids were received:

1. United Rentals Highway Technologies, Inc.	\$205,086
2. Colorado Strijpe Wright, Ltd.	\$218,018
3. Kolbe Striping	\$257,683
City Staff's Estimate	\$234,923

Respectfully submitted,

J. Brent McFall  
City Manager



**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
April 9, 2007



**SUBJECT:** McKay Drainageway Improvements - Preliminary Design Engineering Services Contract

**Prepared By:** Stephen C. Baumann, Assistant City Engineer

**Recommended City Council Action**

Based on a recommendation of the City Manager determine that the public interest would best be served by authorizing the City Manager to sign a negotiated contract with ASCG, Inc., for preliminary design engineering services for the proposed improvements to the McKay Drainageway between Huron Street and Big Dry Creek; authorize \$237,200 for the contract plus a contingency of \$25,000.

**Summary Statement**

- The McKay Drainageway extends from McKay Lake Reservoir, crossing Huron Street at Huntington Trails Parkway (approximately 142<sup>nd</sup> Avenue) and ultimately joining Big Dry Creek in Thornton at 140<sup>th</sup> Avenue and Washington Street. The flow path is poorly-defined and Interstate 25 acts as a dam, resulting in a broad and shallow floodplain that covers approximately 96 acres in Westminster and about 34 acres in Thornton between 136<sup>th</sup> Avenue and 144<sup>th</sup> Avenue.
- In October 2006, City Council approved an Intergovernmental Agreement (IGA) between Westminster and Thornton that creates a formula for cost sharing and other responsibilities in improving the McKay Drainageway. Westminster is responsible for managing contracts for design and construction with Thornton reimbursing portions of those costs in the future according to the terms of the IGA.
- A scope of work for preliminary engineering design was developed and has been negotiated with ASCG, Inc. ASCG has extensive background in the project, having done the Cost Apportionment Study that became the basis of the IGA along with engineering studies within the McKay drainage basin on both sides of I-25. The choice of ASCG also has the support of several of the property owners who's cooperation is needed to help this project move forward.
- Funds were budgeted and are available for this expense.

**Expenditure Required:** \$262,200

**Source of Funds:** General Capital Improvement Fund—McKay Lake Outfall Drainage Project

**Policy Issue**

Should the City enter into a contract with ASCG, Inc., for preliminary design of the McKay Drainageway improvements?

**Alternative**

Do not authorize the contract with ASCG, Inc., opting instead to secure proposals from other firms as well. Although feasible, this alternative is not recommended for several reasons. First, the negotiations with Thornton to develop an Intergovernmental Agreement (IGA) have taken several years and both cities are now eager to proceed. Stepping back to go through a proposal and interview process on a project this large will add several months to the schedule. Second, various engineering assignments have been necessary to get technical information upon which the IGA and the general plan for the project are based. In 2003, the two cities were able to agree on ASCG, Inc. (formerly McLaughlin Water Engineers) for the preparation of those studies, including a Cost Apportionment Analysis in 2004. As a result, ASCG has a history on the project that no other firm could replicate completely. Finally, ASCG has developed mapping that will form the basis of the plans that will be generated in the preliminary design effort. After several months of effort, Thornton and Westminster staff representatives have finally concurred on the scope of ASCG's preliminary design contract (required in the IGA), and the scope and fees are reasonable.

**Background Information**

The McKay Drainageway is a tributary to Big Dry Creek, draining over 1000 acres in the north area of Westminster and crossing under I-25 into Thornton. Over the years, it has been modified by agricultural uses, highway construction and some development, resulting in a wide and shallow floodplain and a poorly defined channel. In the past several years, the City has renovated McKay Lake to provide some control of major storm flows and the Huntington Trails Subdivision has created a channel that contains the floodplain between McKay Lake and a new culvert at Huron Street. Downstream of Huron Street, the existing floodplain covers about 96 acres on the Westminster side of Interstate 25, which acts as a dam. Major storms (those having a 100-year recurrence interval, statistically) are calculated to overtop I-25 in a wide path and spread out in Thornton, where flooding would inundate about 34 acres.

The extent of floodplain area is the basis for the two cities to share the costs of improving the drainageway and the formula is spelled out in the Intergovernmental Agreement (IGA). Westminster City Council approved the IGA in October 2006 and Thornton's approval came in March of this year. The IGA calls for Westminster to administer design and construction contracts for the project and up-front those costs. Thornton will reimburse their share as properties there are developed. Planning efforts over the past few years have reduced the options for the location of the channel to the alignment shown on the attached map. The project has an estimated \$8-\$10 million price tag that will be refined under the preliminary design contract that is the subject of this memo. When the cities concur on the basic design elements and the necessary budget for the project, the next steps will be final design, right-of-way acquisition and construction.

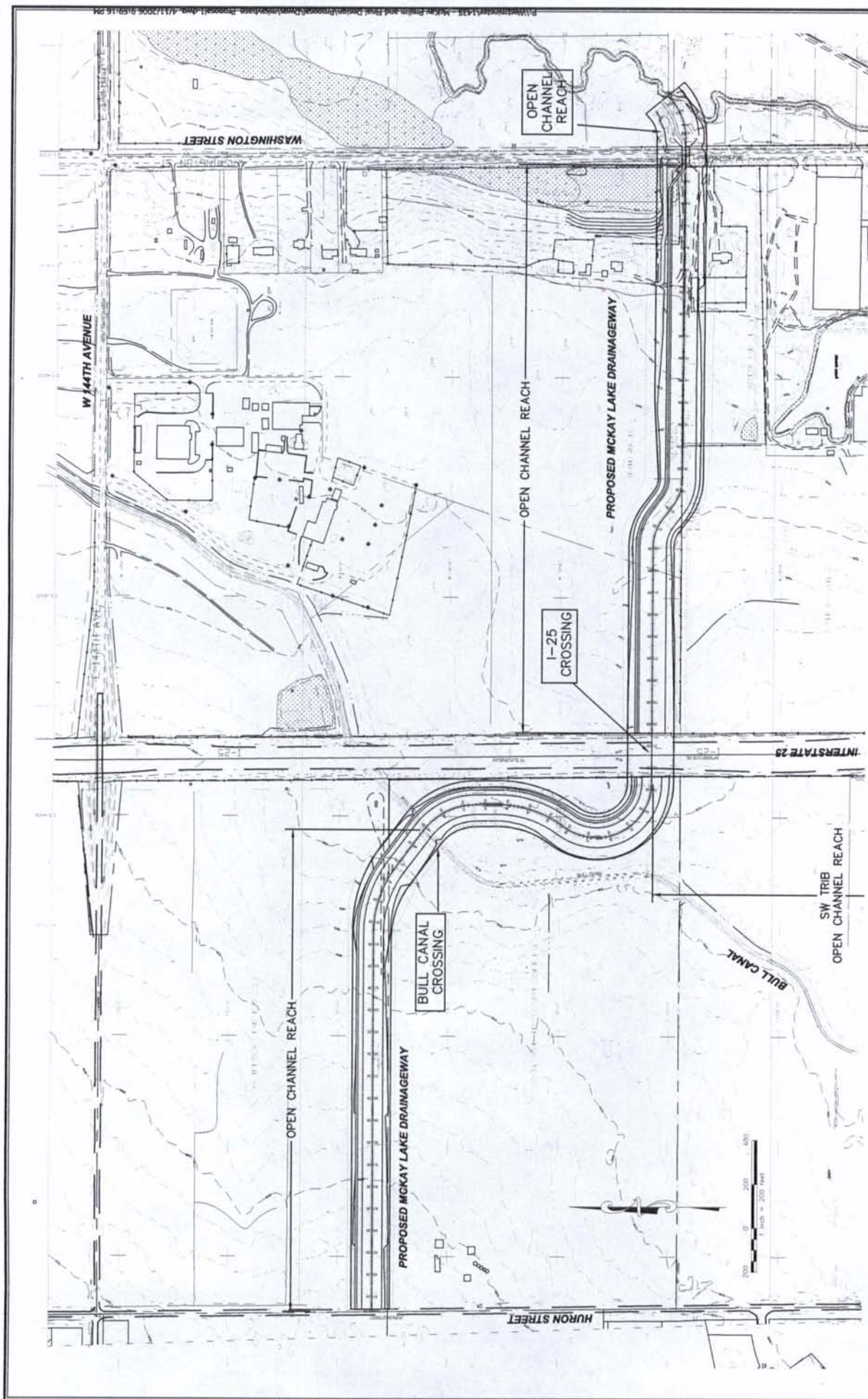
The cities jointly developed a scope of work for the preliminary design of the project and based on the familiarity of ASCG, Inc. with the area and its problems, have negotiated a contract to begin the more detailed planning and preliminary design of the improved drainageway. ASCG's fee, developed through several drafts reviewed jointly by the two cities, is \$237,200. ASCG has been involved in the project for several years on behalf of the cities individually and they have also done technical analysis for several property owners whose property in the basin is affected. Working for the two cities, ASCG prepared a Cost Apportionment Study in 2004 that became the basis for terms in the IGA. Given the concurrence of both jurisdictions, the support of several key property owners, and ASCG, Inc.'s experience and background in the project, it is recommended that the negotiated contract be approved. A contingency of \$25,000 is also recommended to deal with eventualities of the design process.

At this point, a total of \$7.3 million has been budgeted for the McKay Drainageway project. The outcome of the proposed contract should provide the definition for a project on which both cities can concur, and in the course of doing so, refine and determine project costs before commitments are made for final design and construction. It is expected that the preliminary design process will take approximately six months, setting the stage for construction sometime in 2008.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachments: Project Area Map



CITY OF WESTMINSTER CITY OF THORNTON	MCKAY LAKE DRAINAGEWAY	SITE PLAN	DESIGN FIRM: <b>ASCG</b> 1000 West 144th Avenue, Suite 100 Thornton, Colorado 80241 PHONE: 303.440.1000 FAX: 303.440.1001	PROJECT NUMBER: DATE: APRIL, 2008	SHEET NUMBER: <b>1</b>
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# Project Area Map

P:\Westminster\1435 - McKay Drain and Final Drainage\Drawings\Drawings - Proposed.dwg, 4/11/2008 9:59:16 PM



**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
April 9, 2007



**SUBJECT:** Intergovernmental Agreement for the Establishment of a Separate Legal and Public Entity Titled the North Metro Task Force

**Prepared By:** Dan Montgomery, Chief of Police

**Recommended City Council Action**

Authorize the City Manager to sign an Intergovernmental Agreement between Adams County, the City and County of Broomfield, and the Municipalities of Brighton, Commerce City, Federal Heights, Northglenn, Thornton and Westminster providing for a separate legal and police entity to be known as the "North Metro Task Force."

**Summary Statement**

- This Agreement establishes the North Metro Task Force ("Task Force") as a separate legal entity and supersedes the Mutual Aid Agreement that Adams County, City and County of Broomfield, and the municipalities of Brighton, Commerce City, Federal Heights, Northglenn, Thornton and Westminster ("Parties") previously entered into in 1991 to form the North Metro Task Force.
- The Task Force will be governed by a Board of Directors comprised of the Police Chiefs and Sheriff of the participating entities. The purpose of the Task Force remains the same as under the mutual aid agreement, which is to combine the assets and efforts of the Parties in connection with the identification, investigation, and prosecution of individuals and groups involved in the trafficking of illegal drugs and other criminal enterprises.
- The establishment of the Task Force as a separate legal entity, rather than a mutual aid consortium, will allow the Task Force to provide for liability and insurance coverage on its own, through CIRSA, rather than through the participating parties.
- The Agreement codifies the provisions of operation that have been in place since 1991.
- A Party may terminate participation upon written notice at least 180 days prior to January 1 of any given year.
- Currently, the Westminster Police Department has a 1.0 FTE Police Sergeant and 3.0 FTE Police Detectives assigned to the Task Force, and this allocation will remain the same.
- Each sworn member of the Task Force is assigned for a five-year term, after which they become "term limited," and are replaced by new incoming Detectives.
- This Intergovernmental Agreement has been reviewed, altered, and modified over several years of discussion and planning by the respective Police Chiefs and the Sheriff of Adams County, as well as the several City Attorneys' Offices, including Westminster.
- This Intergovernmental Agreement has already been adopted by several Adams County communities, and the others are following suit.

**Expenditure Required:** \$437,000 (already budgeted in the Police Department 2007 Budget)  
(4.0 FTE Police Personnel and \$34,000 for Task Force Cost Sharing)

**Source of Funds:** General Fund - Police Department Operating Budget

**Policy Issue**

Is it beneficial to the City of Westminster to enter into an Intergovernmental Agreement to establish a separate legal entity to provide mutual aid related to illegal drugs and criminal activity with Adams County, the City and County of Broomfield, and the Municipalities of Brighton, Commerce City, Federal Heights, Northglenn, Thornton and Westminster?

**Alternative**

Do not authorize the execution of this IGA, and continue drug trafficking investigations as a non-participating agency. While certainly an alternative, it is Staff's perspective that such a strategy would be highly ineffective and inefficient. Illegal drug dealers and drug manufacturers do not concern themselves with jurisdictional boundaries and, as such, drug trafficking is a multi-jurisdictional problem, best handled by a trained cadre of detectives from different jurisdictions working together in a united manner.

**Background Information**

On November 14, 1991, Adams County law enforcement agencies formed a covert illegal drug investigation taskforce to deal with the difficult problem of narcotics and dangerous drugs in our communities. An Intergovernmental Agreement (IGA) was used as the means of establishing the bylaws and operational protocols of the Task Force. Since that time, the North Metro Task Force (NMTF) has functioned very well, and has grown to include the Westminster Police Department (1996) and the City and County of Broomfield.

Today, the NMTF consists of 23 Staff (one Commander, three Sergeants, 16 Detectives, and three civilian personnel). Over the years, the NMTF has been involved in several law suits in which both municipalities and individual officers have been sued for their official actions. The NMTF is not covered by liability insurance. The original intent of the founding officials was that since each of the member agencies was covered by insurance, insuring the task force itself was not necessary. This has proven to be problematic, especially for the "host agency," which, in most cases, received the brunt of the civil actions initiated by the attorneys who represented drug dealers and clandestine lab entrepreneurs. After several years of discussion with the legal and financial advisors of the member agencies, and consultation with CIRSA and private attorneys, it was agreed that the best way to handle civil liability arising from actions of the task force investigators was to amend the IGA to address this issue.

Staff is recommending that the NMTF join CIRSA to be a covered member for civil liability. It is further recommended in the attached IGA revision that all deductibles and other related costs resulting from civil law suits will be shared by member agencies according to the funding formula used for other member assessments (percentage based on population of member agency). The cost of the insurance will be covered by the NMTF (estimated at \$39,200) in the first year and will be budgeted in the Police Department budget in future years if necessary.

There are other minor "housekeeping" changes in the proposed IGA that relate to the specific operation of the task force.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachments

**AGREEMENT AMONG ADAMS COUNTY, CITY AND COUNTY OF  
BROOMFIELD, AND THE MUNICIPALITIES OF BRIGHTON, COMMERCE  
CITY, FEDERAL HEIGHTS, NORTHGLENN, THORNTON, AND  
WESTMINSTER TO ESTABLISH THE NORTH METRO TASK FORCE AS A  
LEGAL ENTITY**

THIS AGREEMENT, is made and entered into among ADAMS COUNTY, CITY AND COUNTY OF BROOMFIELD, AND THE MUNICIPALITIES OF BRIGHTON, COMMERCE CITY, FEDERAL HEIGHTS, NORTHGLENN, THORNTON, AND WESTMINSTER hereinafter referred to individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, intergovernmental agreements to provide for the joint exercise of functions or services, the sharing of cost of such services or functions, and the creation of a separate legal and public entity by political subdivisions of the State of Colorado for those purposes, are specifically authorized by § 29-1-203 C.R.S. and the Colorado Constitution, Article XIV, Section 18(2); and,

WHEREAS, the Parties hereto are each authorized to lawfully provide, establish, maintain and operate law enforcement and other emergency services; and,

WHEREAS, the Parties have concluded that the Parties confront many of the same challenges and share the same objectives in connection with the identification, investigation and prosecution of individuals and groups involved in illegal trafficking of drugs and other criminal enterprises; and

WHEREAS, the illegal trafficking of drugs and other criminal enterprises crosses jurisdictional boundaries and a single Party's scarce resources in pursuing these illegal enterprises may limit the response; and

WHEREAS, the Parties have concluded that the creation of a separate entity for the administration and operation of a combined entity will enable the Parties to respond in a more coordinated, effective manner; and

WHEREAS, the Parties desire to create a separate entity, known as the North Metro Task Force; and

WHEREAS, the Parties previously entered into a Mutual Aid Agreement to establish the North Metro Task Force, dated November 14, 1991 ("Previous Mutual Aid Agreement"), and adopted four amendments thereto, and this Agreement is intended to supersede and replace said Previous Mutual Aid Agreement and all amendments thereto, which shall no longer have any force or effect.



NOW THEREFORE, IT IS MUTUALLY AGREED by and among each of the Parties as follows:

1.0 ESTABLISHMENT OF TASK FORCE. The Parties hereby establish a separate legal and public entity to be known as the "North Metro Task Force," hereinafter referred to as the "Task Force", as authorized by § 29-1-203(4) C.R.S. and the Colorado Constitution, Article XIV, Section 18(2). The purpose of this Agreement is to create a separate entity for the administration and operation of the combined personnel, resources and equipment of the Parties in connection with the identification, investigation, and prosecution of individuals and groups involved in the trafficking of illegal drugs and other criminal enterprises.

2.0 POWER OF THE TASK FORCE. The Task Force shall exercise the powers and functions provided for herein. The Task Force shall be the named owner of any interest in property currently owned by the North Metro Task Force as established by the Previous Mutual Aid Agreement. It is the intent of the Parties hereto to create an entity in perpetuity, subject to the termination as provided by law or as provided herein if all Parties withdraw, which will administer and use funds seized by or granted to the Task Force as further set forth herein. The Task Force shall have the power to sue and to be sued, to enter into contracts, and to carry out such other activities as are necessarily implied or required to carry out the purposes of this Agreement or the specific powers enumerated herein.

2.1 It is understood and agreed that each Party shall maintain that level of personnel and equipment necessary to meet its obligations under this Agreement.

2.2 Mutual aid response by any Party beyond the jurisdiction of the responding Party is hereby deemed to be approved by the respective executive and legislative governing bodies of the Parties and the Chiefs of Police or Sheriff of same, and such response shall require no further approval by responsible officials of any Party unless this Agreement is later modified by amendment.

3.0 GOVERNING BOARD. A Governing Board is hereby created to establish bylaws, policy, approve procedures and oversee operational and administrative matters of concern to the Task Force, referred to as the "Governing Board". The Governing Board shall include each Chief of Police of the Parties to this Agreement and the Sheriff of Adams County.

3.1 Voting. Any official action by the Governing Board shall require a majority vote, except where a 2/3 weighted vote is required under the provisions of this Agreement. Where reference is made to a 2/3 weighted vote, such vote shall be a weighted vote based upon each Party's population as a percentage of the total population for all the Parties. For 2007, the percentage breakdown for such weighted vote shall be as set forth in the attached Exhibit A, incorporated

herein by this reference. For future years, Exhibit A shall be revised based upon each Party's updated population.

3.2 **Bylaws.** The Task Force shall have the authority to adopt bylaws governing the conduct of the Task Force, its meetings, and communications, and interaction among the Parties. Where such bylaws are not adopted or are incomplete, Robert's Rules of Order shall be used to conduct Task Force meetings.

3.3 **Officers.** The officers of the Task Force shall include a president, a vice president, and a secretary, each of whom shall be elected at the annual meeting of the Task Force in odd numbered years except as provided herein. New officers shall take office at the adjournment of the annual meeting at which they are elected. The Governing Board may elect an assistant secretary, in its discretion.

3.3.1 **President.** The president shall preside at all meetings of the Task Force and shall perform all duties incident to the office of president, and such other duties as may be prescribed by the Task Force.

3.3.2 **Vice President.** The vice president shall act as president in the absence of the president.

3.3.3 **Secretary.** The secretary shall be responsible for keeping a record of all of the proceedings of the Task Force, preparing and circulating minutes and agendas, facilitating communications, and arranging and giving notice of the meetings.

4.0 **HOST AGENCY.** The Governing Board shall select one of the Parties to be the Host Agency for the Task Force for a period of three (3) years, referred to as the "Host Agency". The Task Force Commander will be from the Host Agency. The Host Agency Commander shall be responsible for the administration of the Task Force program and supply support for the Task Force in all areas, including, but not limited to, Finance, Budget Administration, Information Technology and Facility Management. The Host Agency Finance Director or equivalent shall be the Treasurer for the Task Force. The Host Agency shall manage all assets that may be owned by the Task Force as per the Host Agency's inventory management procedures and the Task Force monies as set forth in the bylaws, policies and procedures.

5.0 **TASK FORCE MEMBERS.** The Governing Board shall adopt policies and procedures concerning the selection and termination of Task Force Member police officers, equipment, training, evidence policies, forms to be utilized to record investigative and administrative activities, and personnel standards for officers who are assigned to the Task Force; the management of Task Force assets, Forfeiture Fund, the budget, and litigation.

6.0 LIABILITY AND INSURANCE. Liability for any act or omission as a result of conduct (except willful or wanton conduct) by a member of the Task Force, while acting in that capacity, shall be the responsibility of the Task Force. Responsibility for coverage of any member of the Task Force under the provisions of the "Worker's Compensation Act of Colorado" shall be that of the Party assigning such member, and not the Task Force. The Task Force shall require each Party that assigns personnel to act as a member of the Task Force to provide written documentation, to the Task Force, that each member has "worker's compensation" insurance prior to becoming a member of the Task Force.

6.1 The Task Force shall purchase and have in effect a policy or policies of general liability, auto liability, and law enforcement liability insurance covering personal injury and property damage resulting from the acts or omissions of the Task Force or members of the Task Force, while acting in their official capacity. Each Party shall be included as an Additional Insured on said policies of the Task Force. The Task Force shall also maintain property coverage for any real and personal property and vehicles owned or leased by the Task Force.

6.2 Recommendations by the Governing Board to the Task Force's insurance provider with regard to the settlement of any lawsuit shall require a 2/3 weighted vote of the Governing Board.

6.3 All financial obligations resulting from such litigation or threatened litigation (including, but not limited to, costs of representation, litigation, settlement and/or judgment) will be borne by the Task Force, subject to the Task Force's appropriation of funds for these purposes.

## 7.0 BUDGET.

7.1 Prior to the beginning of each fiscal year, the Host Agency shall prepare a recommended annual budget for the next fiscal year and submit said budget to the Governing Board for its review and approval. Said recommended budget shall be submitted by August 1st of each year that this Agreement is in effect.

7.2 The fiscal year of the Task Force shall begin on the first day of October and end on the last day of September of each year.

7.3 The Task Force agrees that the various monies paid by the Parties hereto, and any monies generated by the Task Force itself, shall be placed into a designated fund and any expenses incurred by reason of operations of the Task Force shall be paid from said funds. All monies belonging to the Task Force or designated for use by the Task Force shall be deposited in the name and to the credit of the Task Force with such depositories as the Governing Board shall from time to time designate.

7.4 The Task Force agrees no disbursements shall be made from funds of the Task Force until an invoice for services or commodities actually rendered or delivered has been first submitted and approved for payment by the Commander in writing.

7.5 The Task Force agrees that the cash collection, cash disbursement and purchasing policies of the Host Agency will apply to the Task Force for all financial transactions and activities.

7.6 The Task Force shall not borrow money nor shall it approve any claims or incur any obligation for expenditures unless there is sufficient unencumbered cash in the appropriate fund, credited to the Task Force, with which to pay the same.

7.7 The Task Force may establish a General Fund and each Party shall contribute an annual amount to the General Fund as such annual amount is determined by a 2/3 weighted vote of the Governing Board. Each Party's annual contribution is subject to the appropriation of funds for this purpose by each Party's governing body. Each Party shall contribute the appropriate amount by the end of the first quarter of each calendar year for which this Agreement is in effect.

7.8 Each Party shall at all times, be responsible for its own costs incurred in the performance by its employees of Task Force duties under this Agreement, including but not limited to all time and material costs, salary and overtime compensation in excess of grant funded overtime, benefits, and fuel, which shall be in kind contributions by each Party and shall not be Task Force costs, unless otherwise agreed upon in the annual budget as approved by the Governing Board.

7.9 The Task Force may establish a Forfeiture Fund.

7.9.1 The net forfeitures resulting from seizures of money, personal and real property resulting from Task Force operations shall be placed in the Forfeiture Fund, with such funds being used to supplement Task Force operations as approved by the Governing Board.

7.9.2 The Governing Board will establish a formula for the equitable distribution of remaining excess forfeiture funds based upon the relative participation of each Party.

7.9.3 Task Force Forfeiture Funds will be audited on a quarterly basis. The results of the audit will be presented to the Governing Board for review.

7.9.4 Governing Board members at their discretion and individual agency expense may elect to conduct an independent audit of the forfeiture funds.

7.9.5 No Forfeiture Funds will be transferred to the Task Force for operational expenditures without written authorization of the Governing Board.

7.10 The Task Force may establish a Grant Fund. The net grants received from federal and state governments shall be placed in the Grant Fund and expended for purposes consistent with such grants, and in accordance with all applicable polices and regulations associated with such grants.

8.0 BOOKS AND RECORDS. The Task Force shall maintain adequate and correct accounts of their funds, properties and business transactions, which accounts shall be open to inspection at any reasonable time by the Parties hereto, their attorneys, or their agents. The Task Force shall cause to be conducted an annual audit, which audit shall be conducted by an independent certified public accountant licensed to practice in the State of Colorado. The Task Force shall tender a copy of said audit to each of the respective Parties. If applicable, the Task Force shall also cause to be conducted an audit as required by OMB Circular A-133 for compliance related to receipt of federal awards.

9.0 REPORTS. Within sixty (60) days after the end of each fiscal year, the Task Force shall prepare and present to the Governing Board an annual report of the Task Force's activities and finances during the preceding year. The Task Force shall also prepare and present such reports as may be required by law, regulation or contract to any authorized federal, state, or local officials to whom such report is required to be made in the course and operation of the Task Force.

10.0 DEFAULT IN PERFORMANCE. In the event any Party fails to pay its share of its annual contribution pursuant to Section 7.7 herein, or to perform any of its covenants under this Agreement, the Task Force shall cause written notice of the Task Force's intent to terminate said Agreement as to such Party in default with such notice to be given to that Party's governing body. Upon failure to cure said default within thirty (30) days, membership in the Task Force of the defaulting Party shall be terminated and said Party shall thereafter have no voting rights as a member of the Task Force at any meetings thereof, nor be entitled to representation on the Task Force.

10.1 Any Party who is terminated under the provisions of this Section of the Agreement shall forfeit all rights, title, and interest in and to any property of the Task Force to which it may otherwise be entitled upon the dissolution of this Agreement. This article is not intended to limit the right of any Party under this Agreement to pursue any and all other remedies it may have for breach of this Agreement.

11.0 TERMINATION OF AGREEMENT. This Agreement shall be in full force and effect upon the execution of this Agreement by all of the Parties listed herein, and the Parties entering into this Agreement shall have the option to continue this Agreement, subject to amendments, or until sooner terminated by a 2/3 weighted vote of the Governing Board. This Agreement, or any Party's participation in this

Agreement, may be terminated by written notice from the Party or Parties to the Task Force at least one hundred eighty (180) days prior to January 1<sup>st</sup> of any given year, or terminated by a 2/3 weighted vote of the Governing Board.

11.1 Upon the termination of this Agreement in accordance with this Section 11.0, the Task Force shall continue to the extent necessary to make an effective disposition of the property, equipment and monies required or held pursuant to this Agreement. In the event the Task Force is so terminated, any remaining assets after the obligations of the Task Force are paid will be divided amongst the Parties on a prorated basis according to their percentage of population compared to the total population of all the Parties. For 2007, the percentage breakdown for such prorated basis is as set forth in the attached Exhibit A.

11.2 In the event that any Party hereto elects to terminate its participation in this Agreement prior to the end of any period of this Agreement not in accordance with this section, such Party shall be obligated to pay all liabilities incurred by the terminating Party under this Agreement through the date of such termination, and the Task Force shall have the authority to keep all such property, equipment, and monies required or held pursuant to this Agreement as payment for such obligations.

12.0 GOVERNMENTAL IMMUNITY. It is the intent of the Parties to create by this Agreement a separate legal and public entity covered by the provisions of the Colorado Governmental Immunity Act and other laws governing the liability of public entities. Neither the Task Force nor any of the Parties waive, by this Agreement, any of the rights or provision under said law.

13.0 ADDITIONAL PARTIES. Municipalities situated partly or wholly within Adams County who wish to join this Agreement may do so by Amendment to this Agreement approved by each of the Parties to this Agreement.

14.0 SEVERABILITY. It is understood and agreed by the Parties hereto that if any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

15.0 APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Colorado and in accordance with the provisions of all applicable local law of the Parties' various jurisdictions.

16.0 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 the

named Parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any including but not limited to, any claim or right of a police officer to participate in the Task Force.

17.0 ASSIGNMENT. This Agreement shall not be assigned.

18.0 NOTICE. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the other Party or Parties. Such notice shall be deemed to have been given when deposited in the United States mail.

19.0 ADDITIONAL DOCUMENTS. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

20.0 BINDING EFFECT. This Agreement shall inure to the benefit of, and be binding upon, the Parties, their respective legal representatives, successors, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement. All assets of the Task Force shall be at all times dedicated to the exclusive benefit of the Parties.

21.0 INDEPENDENT PARTIES. The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

22.0 ENTIRE AGREEMENT. This Agreement embodies the entire Agreement of the Parties with regard to the subject matter of this Agreement. The Parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments or modifications of any kind of any of the terms or conditions of this Agreement shall be valid unless reduced to writing and signed by all Parties.

23.0 EXECUTION. This Agreement shall be executed by Parties with separate signature pages.

IN WITNESS WHEREOF the Parties hereto have caused their names to be affixed as set forth below.

ADAMS COUNTY, COLORADO  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chair Date

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Adams County Attorney's Office



CITY OF BRIGHTON, COLORADO

\_\_\_\_\_  
Mayor Date

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Brighton City Attorney

CITY AND COUNTY OF BROOMFIELD

\_\_\_\_\_  
Mayor Date

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City & County of Broomfield Attorney

CITY OF COMMERCE CITY, COLORADO

\_\_\_\_\_  
Mayor Date

Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Commerce City Attorney

CITY OF FEDERAL HEIGHTS, COLORADO

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Federal Heights City Attorney

CITY OF NORTHGLENN, COLORADO

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Northglenn City Attorney

CITY OF THORNTON, COLORADO

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Thornton City Attorney

CITY OF WESTMINSTER, COLORADO

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Westminster City Attorney

EXHIBIT A

North Metro Task Force

2007 Population Survey / Weighted Vote Calculation

*January 30, 2007*

Agency	Population	%
Adams County	95,601	19.4%
Broomfield	51,767	10.5%
Brighton	32,500	6.6%
Commerce City	38,000	7.7%
Federal Heights	11,706	2.4%
Northglenn	36,902	7.5%
Thornton	117,213	23.8%
Westminster	109,390	22.2%
<b>Total:</b>	<b>493,079</b>	<b>100%</b>





**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
April 9, 2007



**SUBJECT:** Second Reading of Councillor's Bill No. 13 re Repealing Chapters 2 and 3 of Title VIII re Property Standards

**Prepared By:** Eugene Mei, Assistant City Attorney

**Recommended City Council Action**

Pass Councillor's Bill No. 13 on second reading amending the Westminster Municipal Code to repeal Chapters 2 and 3 of Title VIII relating to property standards.

**Summary Statement**

- City Council recently adopted Ordinance No. 3338 consolidating code sections commonly used by Code Enforcement Officers into one chapter titled Property Standards and changing requirements and additional standards for owners relating to the use and maintenance of their property.
- As part of that ordinance, certain housekeeping amendments were made to related code sections concerning nuisance abatement, rental housing maintenance and sidewalk obstructions, including the repeal and reenactment of Chapter 1 of Title VIII. Chapters 2 and 3 of Title VIII should also be repealed in order to avoid duplicative and conflicting provisions related to Code Enforcement and property maintenance.
- This Councillor's Bill was passed on first reading on March 26, 2007.

**Expenditure Required:** \$ 0

**Source of Funds:** N/A

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment

BY AUTHORITY

ORDINANCE NO. **3342**

COUNCILLOR'S BILL NO. **13**

SERIES OF 2007

INTRODUCED BY COUNCILLORS  
**Major - Price**

**A BILL**

**FOR AN ORDINANCE AMENDING THE WESTMINSTER MUNICIPAL CODE TO REPEAL  
CHAPTERS 2 AND 3 OF TITLE VIII RELATED TO PROPERTY MAINTENANCE  
STANDARDS**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. Chapters 2 and 3 of Title VIII, W.M.C., are hereby REPEALED IN THEIR ENTIRETY.

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 26<sup>th</sup> day of March, 2007.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 9<sup>th</sup> day of April, 2007.

\_\_\_\_\_  
Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney's Office



## Agenda Item 8 G

**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
April 9, 2007



**SUBJECT:** Second Reading of Councillor's Bill No. 14 re 2006 General Capital Outlay Replacement Fund Carryover re Fire Department Brush Truck Replacement

**Prepared By:** Bill Work, Deputy Fire Chief

**Recommended City Council Action:**

Pass Councillor's Bill No. 14 on second reading authorizing the appropriation of \$74,653 from the 2006 General Capital Outlay Replacement Fund (GCORF) carryover to the appropriate 2007 GCORF account.

**Summary Statement**

- The 2006 General Capital Outlay Replacement Fund (GCORF) included \$70,000 in budgeted funds for the replacement of Unit #5101, which is a 1993 Chevrolet 4X4 Attack (Brush) truck.
- Purchase of this truck was delayed in 2006 due to the unavailability of the Ford 550 chassis on which this truck will be built. That chassis is now available.
- City Council action is requested to pass the attached Councillor's Bill on second reading authorizing the appropriation of 2006 GCORF carryover at this time in order to proceed with the purchase of this apparatus in 2007 to avoid additional delays. Staff has analyzed the 2006 year and GCORF numbers and has confirmed that funds are available for this expense.
- This Councillor's Bill was passed on first reading on March 26, 2007.

**Expenditure Required:** \$74,653

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

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment

BY AUTHORITY

ORDINANCE NO. **3343**

COUNCILLOR'S BILL NO. **14**

SERIES OF 2007

INTRODUCED BY COUNCILLORS  
**Dittman - Major**

**A BILL  
FOR AN ORDINANCE AMENDING THE 2007 BUDGET OF THE GENERAL CAPITAL  
OUTLAY REPLACEMENT FUND AND AUTHORIZING A SUPPLEMENTAL  
APPROPRIATION FROM THE 2007 ESTIMATED REVENUES IN THE FUND**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2007 appropriation for the General Capital Outlay Replacement Fund initially appropriated by Ordinance No. 3316 is hereby increased by \$74,653. This appropriation is due to the appropriation of 2006 carryover.

Section 2. The \$74,653 increase shall be allocated to City Revenue and Expense accounts as described in the City Council Agenda Item 10 C&D, dated March 26, 2007 (a copy of which may be obtained from the City Clerk) increasing City fund budgets as follows:

General Capital Outlay Replacement Fund	\$74,653
Total	<u>\$74,653</u>

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

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 26<sup>th</sup> day of March, 2007.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 9<sup>th</sup> day of April, 2007.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



## Agenda Item 10 A

**WESTMINSTER**  
**COLORADO**

### Agenda Memorandum

City Council Meeting  
April 9, 2007



**SUBJECT:** Councillor's Bill No. 15 re Vacation of Ten Easements within Lots 4 and 4E of the Mandalay Town Center Subdivision, Filing No. 2

**Prepared By:** Justin Hildreth, Senior Civil Engineer

#### Recommended City Council Action

Pass Councillor's Bill No. 15 on first reading, vacating ten easements on Lots 4 and 4E of the Final Plat for Mandalay Town Center Subdivision, Filing No. 2 and the Third Amendment to the Final Plat for Mandalay Town Center Subdivision, Filing No. 2.

#### Summary Statement

- Utility and access easements were granted for the installation of water and sewer lines by the Final Plat for Mandalay Town Center Subdivision, Filing No. 2.
- During construction of the subdivision, it was determined that the utilities would not be located in portions of these easements. Replacement easements that reflect the location of the installed utilities were dedicated on the Third Amendment to the Mandalay Town Center Subdivision, Filing No. 2 Final Plat.
- A Councillor's Bill authorizing the vacation of the unnecessary portions of the previously dedicated easements and including the legal descriptions of the ten easements is attached to this Agenda Memorandum for action by City Council.

**Expenditure Required:** \$0

**Source of Funds:** N/A

**Policy Issue**

Shall the City Council vacate the subject easements through the passage of an ordinance of the City Council, as required by City Code?

**Alternative**

Do not vacate the easements. This alternative is not recommended because the subject easements are not needed by the City or outside agencies.

**Background Information**

On April 1, 2005, the Final Plat for Mandalay Town Center Subdivision, Filing No. 2 was approved. The developer dedicated utility easements and access easements on this plat for the installation of the water and sewer mains throughout the subdivision.

During construction of the subdivision, there were field adjustments in the location of the utilities. As a result, all of the utilities were not totally located in these easements. Easements that reflect the actual location of the installed utilities were dedicated to the City on August 18, 2006, by the Third Amendment to the Final Plat for Mandalay Town Center Subdivision, Filing No. 2.

Staff has determined that there are no utilities within the easements nor are any planned for these unused easements in the future. Since these easements are not going to be used, the developer is requesting that they be vacated by the City.

City Code requires that easements be vacated for access by ordinance, and a Councillor's Bill with the legal descriptions of the ten easements is attached for that purpose.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachments

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **15**

SERIES OF 2007

INTRODUCED BY COUNCILLORS

---

**A BILL**

**FOR AN ORDINANCE VACATING TEN (10) EASEMENTS WITHIN LOTS 4 AND 4E OF THE FINAL PLAT OF MANDALAY TOWN CENTER FILING NO. 2**

WHEREAS, certain easements were dedicated on the Final Plat for Mandalay Town Center Filing No. 2, recorded at Reception Number F2004399 and the Third Amendment to the Final Plat for Mandalay Town Center Filing No. 2 at Reception Number 2006101513 in the records of the Jefferson County Clerk; and

WHEREAS, these ten (10) utility easements on Lots 4 and 4E contain no utility facilities nor is it necessary for future utility purposes; and

NOW THEREFORE, THE CITY OF WESTMINSTER ORDAINS:

Section 1. City Council finds and determines that the public convenience and welfare require the vacation of the easements in Section 2 and 3 thereof.

Section 2. Legal Descriptions for vacation: See legal description in 1 through 10 in Exhibit A.

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

INTRODUCED, PASSED ON FIRST READING AND TITLE AND PURPOSE ORDERED PUBLISHED this 9<sup>th</sup> day of April, 2007.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 23<sup>rd</sup> day of April, 2007.

---

Mayor

ATTEST:

---

City Clerk

APPROVED AS TO LEGAL FORM:

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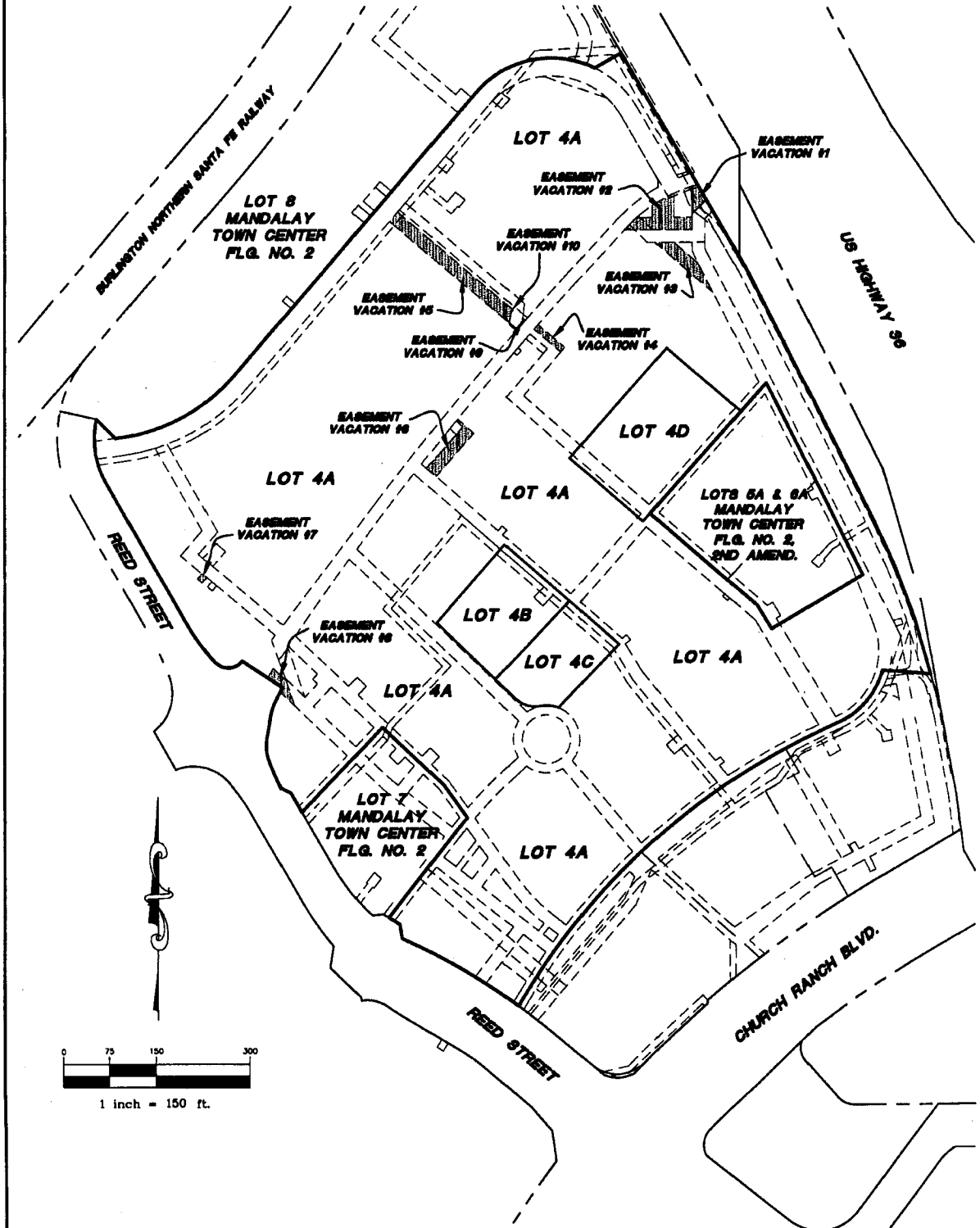
City Attorney's Office

**EXHIBIT A**

**UTILITY EASEMENT VACATION LEGAL DESCRIPTIONS**



# MANDALAY TOWN CENTER FILING NO. 2, 3RD AMENDMENT EASEMENT VACATION EXHIBIT



PATH: P:\23406-01\DWG  
 DWG NAME: EASEMENT VACATION EXHIBIT  
 DWG: JRW    CHK: RDS  
 JOB NO. 23406-01



**AZTEC CONSULTANTS, Inc.**

300 East Mineral Avenue, Suite 1  
 Littleton, Colorado 80122  
 Phone: (303)719-1999 Fax: (303)719-1997

**EASEMENT VACATION EXHIBIT**

**MANDALAY TOWN CENTER FILING NO. 2, 3RD AMEND.**

**CITY OF WESTMINSTER, COLORADO**

DATE 8-10-06  
 SCALE 1"=150'  
 SHEET 1 of 1

**PROPERTY DESCRIPTION**  
**EASEMENT VACATION #1**

A PARCEL OF LAND BEING A PORTION OF LOT 4, MANDALAY TOWN CENTER FILING NO. 2, CITY OF WESTMINSTER, COUNTY OF JEFFERSON, STATE OF COLORADO, PER PLAT RECORDED AT RECEPTION NO. F2004399 IN THE RECORDS OF THE CLERK AND RECORDER OF SAID COUNTY, LYING IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID CITY, COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE MOST SOUTHERLY CORNER OF TRACT "A", SAID MANDALAY TOWN CENTER FILING NO. 2, SAID CORNER LYING ON THE NORTHEASTERLY BOUNDARY OF SAID LOT 4;

THENCE, ALONG SAID NORTHEASTERLY BOUNDARY, NORTH 29°43'04" WEST 110.37 FEET TO THE NORTHERLY TERMINUS OF THE EASTERLY LINE OF THAT CERTAIN ACCESS AND UTILITY EASEMENT AS SHOWN ON SAID PLAT AND THE **POINT OF BEGINNING**;

THENCE, ALONG SAID EASTERLY LINE, SOUTH 00°19'35" EAST 8.44 FEET;

THENCE, DEPARTING SAID EASTERLY LINE, SOUTH 44°40'26" WEST 28.28 FEET TO THE WESTERLY LINE OF SAID UTILITY AND ACCESS EASEMENT;

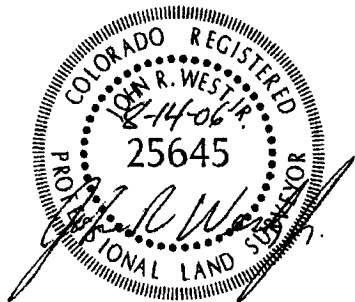
THENCE, ALONG SAID WESTERLY LINE, NORTH 00°19'35" WEST 45.08 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 240.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 17°46'09" EAST;

THENCE, DEPARTING SAID WESTERLY LINE, NORTHEASTERLY ALONG SAID CURVE 9.51 FEET THROUGH A CENTRAL ANGLE OF 02°16'09" TO SAID NORTHEASTERLY BOUNDARY OF LOT 4;

THENCE, ALONG SAID NORTHEASTERLY BOUNDARY, NON-TANGENT TO SAID CURVE, SOUTH 29°43'04" EAST 22.16 FEET TO THE **POINT OF BEGINNING**.

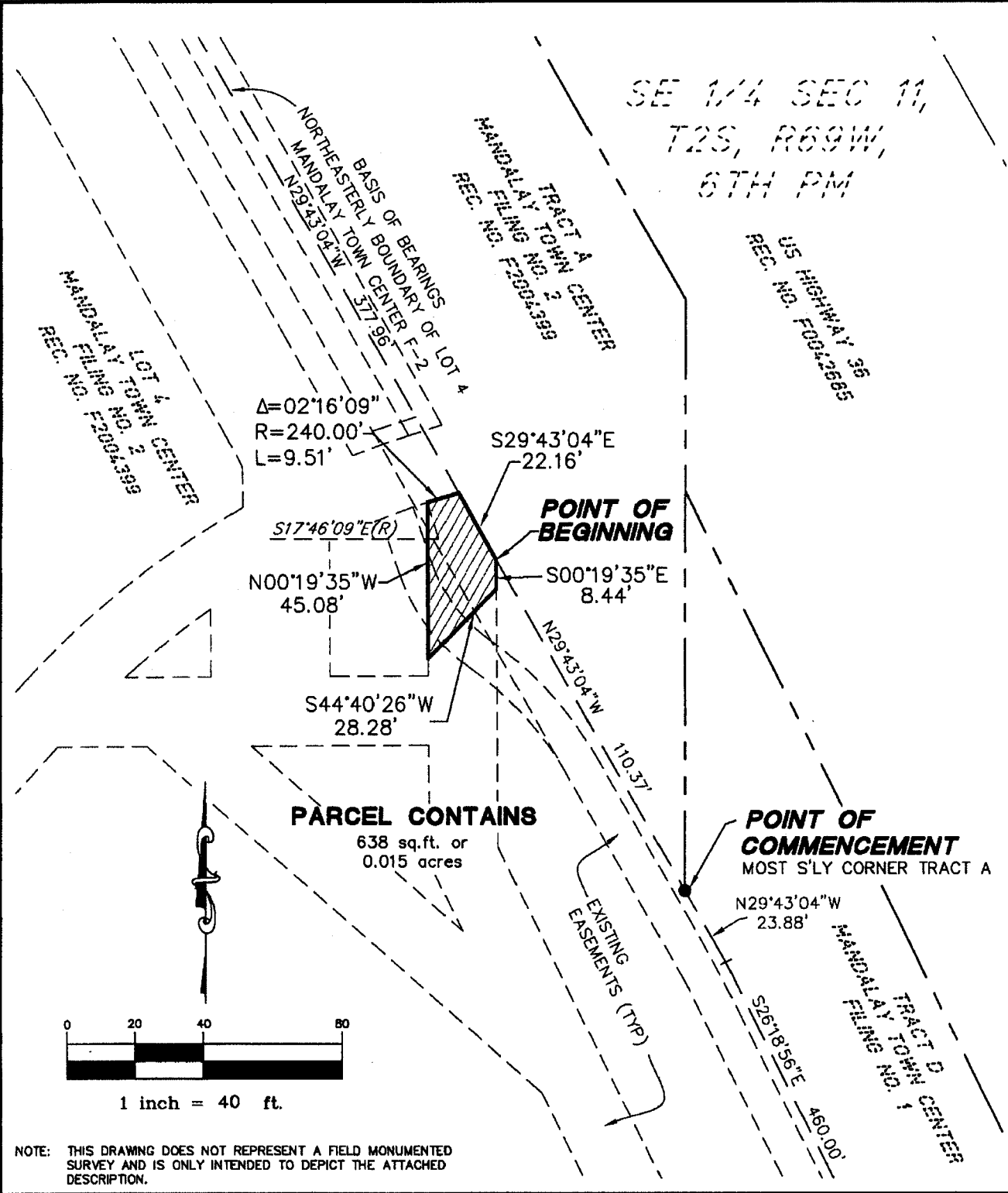
CONTAINING 0.015 ACRES (638 SQ. FT.), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



JOHN R. WEST JR.  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR P.L.S. 25645  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

SE 1/4 SEC 11,  
T2S, R69W,  
6TH PM



$\Delta = 02'16''09''$   
 $R = 240.00'$   
 $L = 9.51'$

S17°46'09"E(R)

N00°19'35"W  
45.08'

S44°40'26"W  
28.28'

S29°43'04"E  
22.16'

**POINT OF BEGINNING**

S00°19'35"E  
8.44'

N29°43'04"W  
110.37'

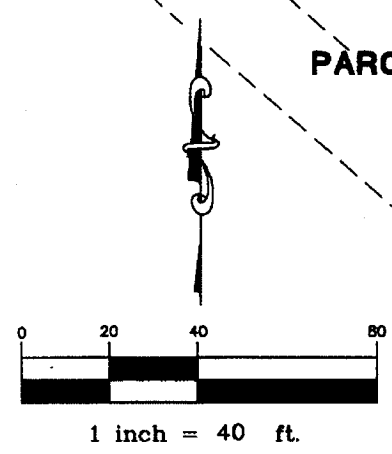
**POINT OF COMMENCEMENT**  
 MOST S'LY CORNER TRACT A

N29°43'04"W  
23.88'

S26°18'56"E  
460.00'

**PARCEL CONTAINS**  
 638 sq.ft. or  
 0.015 acres

EXISTING  
 EASEMENTS (TYP)



NOTE: THIS DRAWING DOES NOT REPRESENT A FIELD MONUMENTED SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED DESCRIPTION.

PATH: P:\23408-01\DWG  
 DWG NAME: ESMT VACI\_REV.DWG  
 DWG: JRW CHK: KDB  
 DATE: 08/10/06  
 SCALE: 1" = 40'



**AzTEC CONSULTANTS, Inc.**  
 300 East Mineral Avenue, Suite 1  
 Littleton, Colorado 80122  
 Phone: (303)713-1898 Fax: (303)713-1897

**EASEMENT VACATION #1**  
 MANDALAY TOWN CENTER FILING NO. 2  
 COUNTY OF JEFFERSON, STATE OF COLORADO  
 JOB NUMBER 23408-01 2 OF 2 SHEETS

**PROPERTY DESCRIPTION**  
**EASEMENT VACATION #2**

A PARCEL OF LAND BEING A PORTION OF LOT 4, MANDALAY TOWN CENTER FILING NO. 2, CITY OF WESTMINSTER, COUNTY OF JEFFERSON, STATE OF COLORADO, PER PLAT RECORDED AT RECEPTION NO. F2004399 IN THE RECORDS OF THE CLERK AND RECORDER OF SAID COUNTY, LYING IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID CITY, COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE MOST SOUTHERLY CORNER OF TRACT "A", SAID MANDALAY TOWN CENTER FILING NO. 2, WHENCE THE NORTHEASTERLY BOUNDARY OF SAID LOT 4 BEARS NORTH 29°43'04" WEST, ALL BEARINGS HEREON ARE REFERENCED TO THIS LINE;

THENCE NORTH 60°27'49" WEST 85.52 FEET TO THE SOUTHERLY LINE OF THAT CERTAIN UTILITY AND ACCESS EASEMENT AS SHOWN ON SAID PLAT AND THE **POINT OF BEGINNING**;

THENCE, ALONG SAID SOUTHERLY LINE, SOUTH 89°40'25" WEST 108.19 FEET;

THENCE, DEPARTING SAID SOUTHERLY LINE, NORTH 42°46'01" EAST 5.08 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 240.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 47°43'30" EAST;

THENCE NORTHEASTERLY ALONG SAID CURVE 23.20 FEET THROUGH A CENTRAL ANGLE OF 05°32'15" TO THE NORTHERLY LINE OF SAID UTILITY AND ACCESS EASEMENT;

THENCE ALONG THE NORTHERLY AND WESTERLY LINES OF SAID EASEMENT THE FOLLOWING 2 COURSES:

1) NON-TANGENT TO SAID CURVE, NORTH 89°40'25" EAST 25.25 FEET;

2) NORTH 00°19'35" WEST 19.75 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 240.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 34°31'40" EAST;

THENCE NORTHEASTERLY ALONG SAID CURVE 39.49 FEET THROUGH A CENTRAL ANGLE OF 09°25'35" TO THE EASTERLY LINE OF SAID UTILITY AND ACCESS EASEMENT;

THENCE ALONG THE EASTERLY AND NORTHERLY LINES OF SAID EASEMENT THE FOLLOWING 2 COURSES:

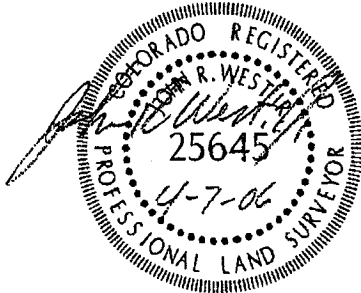
1) NON-TANGENT TO SAID CURVE, SOUTH 00°19'35" EAST 39.17 FEET;

2) NORTH 89°40'25" EAST 28.63 FEET;

THENCE SOUTH 00°19'35" EAST 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.069 ACRES (3,003 SQ. FT.), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



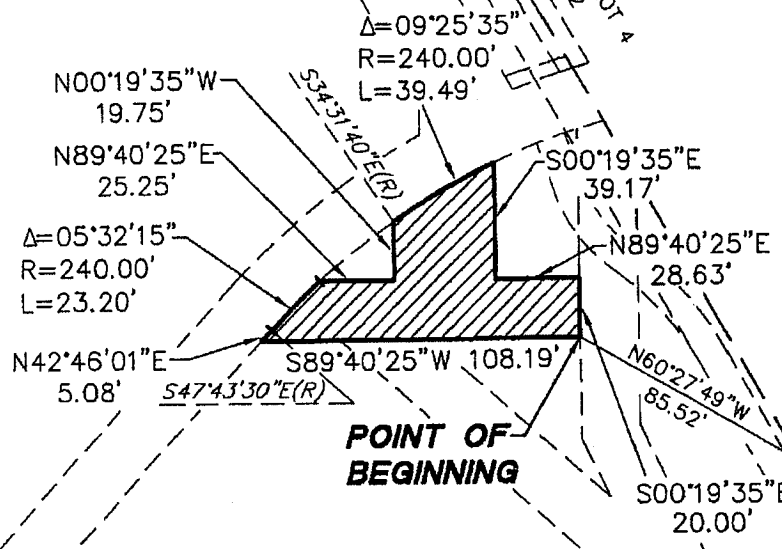
JOHN R. WEST JR.  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR P.L.S. 25645  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

SE 1/4 SEC 11,  
T25, R69W,  
6TH PM

LOT 4  
MANDALAY TOWN  
CENTER FILING NO. 2  
REC. NO. F2004399

TRACT A TOWN  
MANDALAY CENTER FILING NO. 2  
REC. NO. F2004399  
BASIS OF BEARINGS  
NORTHEASTERLY BOUNDARY OF LOT A  
MANDALAY TOWN CENTER F-2  
N29°43'04"W 37.96'

US HIGHWAY 398  
REC. NO. F0042885

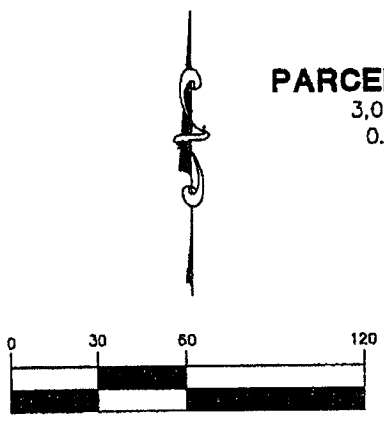


**POINT OF BEGINNING**

**POINT OF COMMENCEMENT**  
MOST S'LY CORNER  
TRACT A

**PARCEL CONTAINS**  
3,003 sq.ft. or  
0.069 acres

EXISTING EASEMENTS (TYP)  
N29°43'04"W 23.88'  
S26°18'56\"/>



1 inch = 60 ft.

NOTE: THIS DRAWING DOES NOT REPRESENT A FIELD MONUMENTED SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED DESCRIPTION.

PATH: P:\23408-01\DWG  
FIG NAME: ESMT\_VAC2.DWG  
BY: JLM CHK: JRW  
DATE: 04/04/06  
SCALE: 1" = 60'



**AzTEC CONSULTANTS, inc.**  
300 East Mineral Avenue, Suite 1  
Littleton, Colorado 80122  
Phone: (303)713-1491 Fax: (303)713-1497

**EASEMENT VACATION #2**  
MANDALAY TOWN CENTER FILING NO. 2  
COUNTY OF JEFFERSON, STATE OF COLORADO  
JOB NUMBER 23408-01 3 OF 3 SHEETS

**PROPERTY DESCRIPTION**  
**EASEMENT VACATION #3**

A PARCEL OF LAND BEING A PORTION OF LOT 4, MANDALAY TOWN CENTER FILING NO. 2, CITY OF WESTMINSTER, COUNTY OF JEFFERSON, STATE OF COLORADO, PER PLAT RECORDED AT RECEPTION NO. F2004399 IN THE RECORDS OF THE CLERK AND RECORDER OF SAID COUNTY, LYING IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID CITY, COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE MOST SOUTHERLY CORNER OF TRACT "A", SAID MANDALAY TOWN CENTER FILING NO. 2, WHENCE THE NORTHEASTERLY BOUNDARY OF SAID LOT 4 BEARS NORTH 29°43'04" WEST, ALL BEARINGS HEREON ARE REFERENCED TO THIS LINE;

THENCE SOUTH 35°18'26" WEST 71.70 FEET TO THE SOUTHWESTERLY LINE OF THAT CERTAIN UTILITY AND ACCESS EASEMENT AS SHOWN ON SAID PLAT AND THE **POINT OF BEGINNING**;

THENCE, ALONG SAID SOUTHWESTERLY LINE, NORTH 48°51'00" WEST 122.08 FEET;

THENCE, DEPARTING SAID SOUTHWESTERLY LINE, NORTH 89°40'25" EAST 30.20 FEET TO THE NORTHEASTERLY LINE OF SAID EASEMENT;

THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 48°51'00" EAST 51.25 FEET;

THENCE DEPARTING SAID NORTHEASTERLY LINE, SOUTH 26°18'56" EAST 52.19 TO THE **POINT OF BEGINNING**.

CONTAINING 0.040 ACRES (1,733 SQ. FT.), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



JOHN R. WEST JR.  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR P.L.S. 25645  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

SE 1/4 SEC 11,  
T2S, R69W,  
6TH PM

TRACT A TOWN  
MANDALAY CENTER FILING NO. 2  
REC. NO. F2004399

TRACT B TOWN  
MANDALAY CENTER FILING NO. 1

U.S. HIGHWAY 36  
REC. NO. F00412685

LOT 4  
MANDALAY TOWN  
CENTER FILING NO. 2  
REC. NO. F2004399

N89°40'25"E  
30.20'

S48°51'00"E  
51.25'

**PARCEL CONTAINS**  
1,733 sq.ft. or  
0.040 acres

N48°51'00"W 122.08'

S26°18'56"E 52.19'

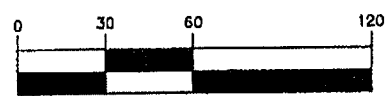
S26°18'56"E 23.88'

**POINT OF COMMENCEMENT**  
MOST S'LY CORNER  
TRACT A

**POINT OF BEGINNING**

EXISTING  
EASEMENTS  
(TYP)

MANDALAY TOWN  
CENTER FILING NO. 1



1 inch = 60 ft.

NOTE: THIS DRAWING DOES NOT REPRESENT A FIELD MONUMENTED SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED DESCRIPTION.

PATH: P:\23408-01\DWG  
NAME: ESMT VAC3.DWG  
G: JLM CHK: JRW  
DATE: 04/04/06  
SCALE: 1" = 60'



**Aztec Consultants, Inc.**

300 East Mineral Avenue, Suite 1  
Littleton, Colorado 80122  
Phone: (303)713-1898 Fax: (303)713-1897

**EASEMENT VACATION #3**  
MANDALAY TOWN CENTER FILING NO. 2  
COUNTY OF JEFFERSON, STATE OF COLORADO  
JOB NUMBER 23408-01 2 OF 2 SHEETS



**PROPERTY DESCRIPTION**  
**EASEMENT VACATION #4**

A PARCEL OF LAND BEING A PORTION OF LOT 4, MANDALAY TOWN CENTER FILING NO. 2, CITY OF WESTMINSTER, COUNTY OF JEFFERSON, STATE OF COLORADO, PER PLAT RECORDED AT RECEPTION NO. F2004399 IN THE RECORDS OF THE CLERK AND RECORDER OF SAID COUNTY, LYING IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID CITY, COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE MOST SOUTHERLY CORNER OF TRACT "A", SAID MANDALAY TOWN CENTER FILING NO. 2, WHENCE THE NORTHEASTERLY BOUNDARY OF SAID LOT 4 BEARS NORTH 29°43'04" WEST, ALL BEARINGS HEREON ARE REFERENCED TO THIS LINE;

THENCE SOUTH 62°15'37" WEST 314.42 FEET TO THE SOUTHEASTERLY LINE OF THAT CERTAIN UTILITY AND ACCESS EASEMENT AS SHOWN ON SAID PLAT AND THE **POINT OF BEGINNING**;

THENCE, ALONG SAID SOUTHEASTERLY LINE, SOUTH 40°18'09" WEST 10.00 FEET;

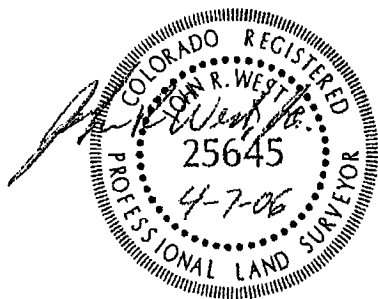
THENCE, DEPARTING SAID SOUTHEASTERLY LINE, NORTH 49°41'51" WEST 56.47 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 4990.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 48°29'32" EAST;

THENCE NORTHEASTERLY ALONG SAID CURVE 10.00 FEET THROUGH A CENTRAL ANGLE OF 00°06'53" TO THE NORTHEASTERLY LINE OF SAID EASEMENT;

THENCE, ALONG SAID NORTHEASTERLY LINE NON-TANGENT TO SAID CURVE, SOUTH 49°41'51" EAST 56.25 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 0.013 ACRES (564 SQ. FT.), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



JOHN R. WEST JR.  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR P.L.S. 25645  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

SE 1/4 SEC 11,  
T2S, R69W,  
6TH PM

LOT 4  
MANDALAY TOWN  
CENTER FILING NO. 2  
REC. NO. F2004399

TRACT A  
MANDALAY TOWN  
CENTER FILING NO. 2  
REC. NO. F2004399  
N29°43'04"W 577.96'  
BASIS OF BEARINGS  
NORTHEASTERLY BOUNDARY OF LOT 4  
MANDALAY TOWN CENTER F-2

U.S. HIGHWAY 395  
REC. NO. F000725885

**POINT OF COMMENCEMENT**

MOST S'LY CORNER  
TRACT A

EXISTING  
EASEMENTS  
(TYP)

$\Delta=00^{\circ}06'53''$   
 $R=4990.00'$   
 $L=10.00'$

S49°41'51"E  
56.25'

S62°18'37"W  
314.42'

S48°29'32"E(R)

N49°41'51"W  
56.47'

**POINT OF BEGINNING**

S40°18'09"W  
10.00'

N29°43'04"W  
23.88'

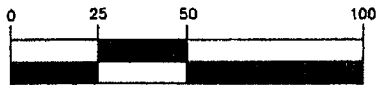
S26°18'56"E

TRACT B  
MANDALAY TOWN  
CENTER FILING NO. 1  
460.00'

**PARCEL CONTAINS**

564 sq.ft. or  
0.013 acres

LOT 4  
MANDALAY TOWN  
CENTER FILING NO. 2  
REC. NO. F2004399



1 inch = 50 ft.

NOTE: THIS DRAWING DOES NOT REPRESENT A FIELD MONUMENTED SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED DESCRIPTION.

PATH: P:\23406-01\DWG  
FIG NAME: ESMT VAC4.DWG  
FIG: JLM CHK: JRW  
DATE: 04/04/06  
SCALE: 1" = 50'



**Aztec CONSULTANTS, Inc.**

300 East Mineral Avenue, Suite 1  
Littleton, Colorado 80122  
Phone: (303)713-1898 Fax: (303)713-1897

**EASEMENT VACATION #4**

MANDALAY TOWN CENTER FILING NO. 2

COUNTY OF JEFFERSON, STATE OF COLORADO

JOB NUMBER 23406-01

2 OF 2 SHEETS

**PROPERTY DESCRIPTION**  
**EASEMENT VACATION #5**

A PARCEL OF LAND BEING A PORTION OF LOT 4, MANDALAY TOWN CENTER FILING NO. 2, CITY OF WESTMINSTER, COUNTY OF JEFFERSON, STATE OF COLORADO, PER PLAT RECORDED AT RECEPTION NO. F2004399 IN THE RECORDS OF THE CLERK AND RECORDER OF SAID COUNTY, LYING IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID CITY, COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHEASTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS HAVING A BEARING AND DISTANCE OF " N 40°24'36" E 601.18' " ON SAID PLAT, SAID COURSE FORMING A PART OF THE NORTHWESTERLY BOUNDARY OF SAID LOT 4, AND ALL BEARINGS HEREON ARE REFERENCED TO THIS LINE;

THENCE SOUTH 33°10'22" WEST 230.20 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 49°43'15" EAST 240.69 FEET;

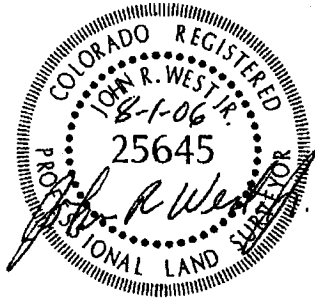
THENCE SOUTH 09°03'22" WEST 19.98 FEET;

THENCE NORTH 49°41'51" WEST 251.09 FEET;

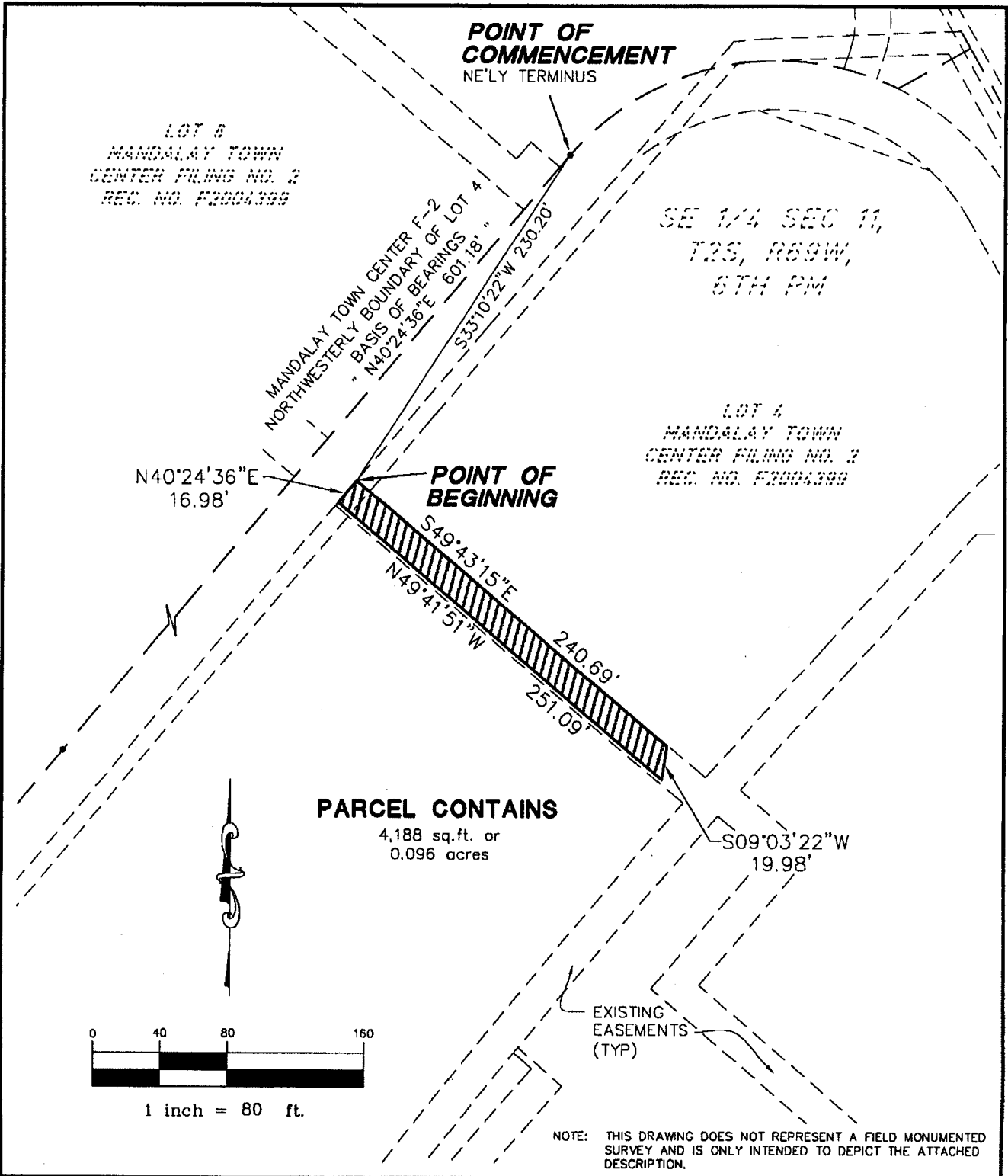
THENCE NORTH 40°24'36" EAST 16.98 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 0.096 ACRES (4,188 SQ. FT.), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



JOHN R. WEST JR.  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR P.L.S. 25645  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.



PATH: P:\23406-01\DWG  
 DWG NAME: ESMT VACS.DWG  
 DWG: JLM CHK: JRW  
 DATE: 07/31/06  
 SCALE: 1" = 80'



**AzTec CONSULTANTS, inc.**  
 300 East Mineral Avenue, Suite 1  
 Littleton, Colorado 80122  
 Phone: (303)713-1898 Fax: (303)713-1897

**EASEMENT VACATION #5**  
 MANDALAY TOWN CENTER FILING NO. 2  
 COUNTY OF JEFFERSON, STATE OF COLORADO  
 JOB NUMBER 23406-01  
 2 OF 2 SHEETS

**PROPERTY DESCRIPTION**  
**EASEMENT VACATION #6**

A PARCEL OF LAND BEING A PORTION OF LOT 4, MANDALAY TOWN CENTER FILING NO. 2, CITY OF WESTMINSTER, COUNTY OF JEFFERSON, STATE OF COLORADO, PER PLAT RECORDED AT RECEPTION NO. F2004399 IN THE RECORDS OF THE CLERK AND RECORDER OF SAID COUNTY, LYING IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID CITY, COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE MOST SOUTHERLY CORNER OF TRACT "A", SAID MANDALAY TOWN CENTER FILING NO. 2, WHENCE THE NORTHEASTERLY BOUNDARY OF SAID LOT 4 BEARS NORTH 29°43'04" WEST, ALL BEARINGS HEREON ARE REFERENCED TO THIS LINE;

THENCE SOUTH 56°09'05" WEST 511.97 FEET TO THE SOUTHEASTERLY LINE OF THAT CERTAIN UTILITY AND ACCESS EASEMENT AS SHOWN ON SAID PLAT AND THE **POINT OF BEGINNING**;

THENCE, ALONG SAID SOUTHEASTERLY LINE, SOUTH 41°09'00" WEST 92.90 FEET;

THENCE, DEPARTING SAID SOUTHEASTERLY LINE, NORTH 48°51'00" WEST 20.27 FEET TO THE NORTHWESTERLY LINE OF SAID EASEMENT;

THENCE, ALONG SAID NORTHWESTERLY LINE AND THE NORTHEASTERLY PROLONGATION THEREOF, NORTH 41°09'00" EAST 88.90 FEET;

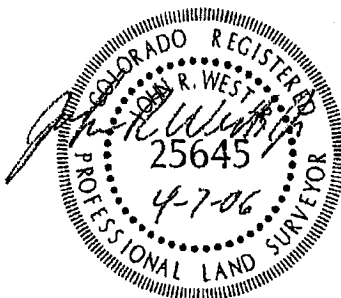
THENCE NORTH 48°51'00" WEST 14.20 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 4990.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 50°43'27" EAST;

THENCE NORTHEASTERLY ALONG SAID CURVE 4.00 FEET THROUGH A CENTRAL ANGLE OF 00°02'45" TO THE NORTHEASTERLY LINE OF SAID EASEMENT;

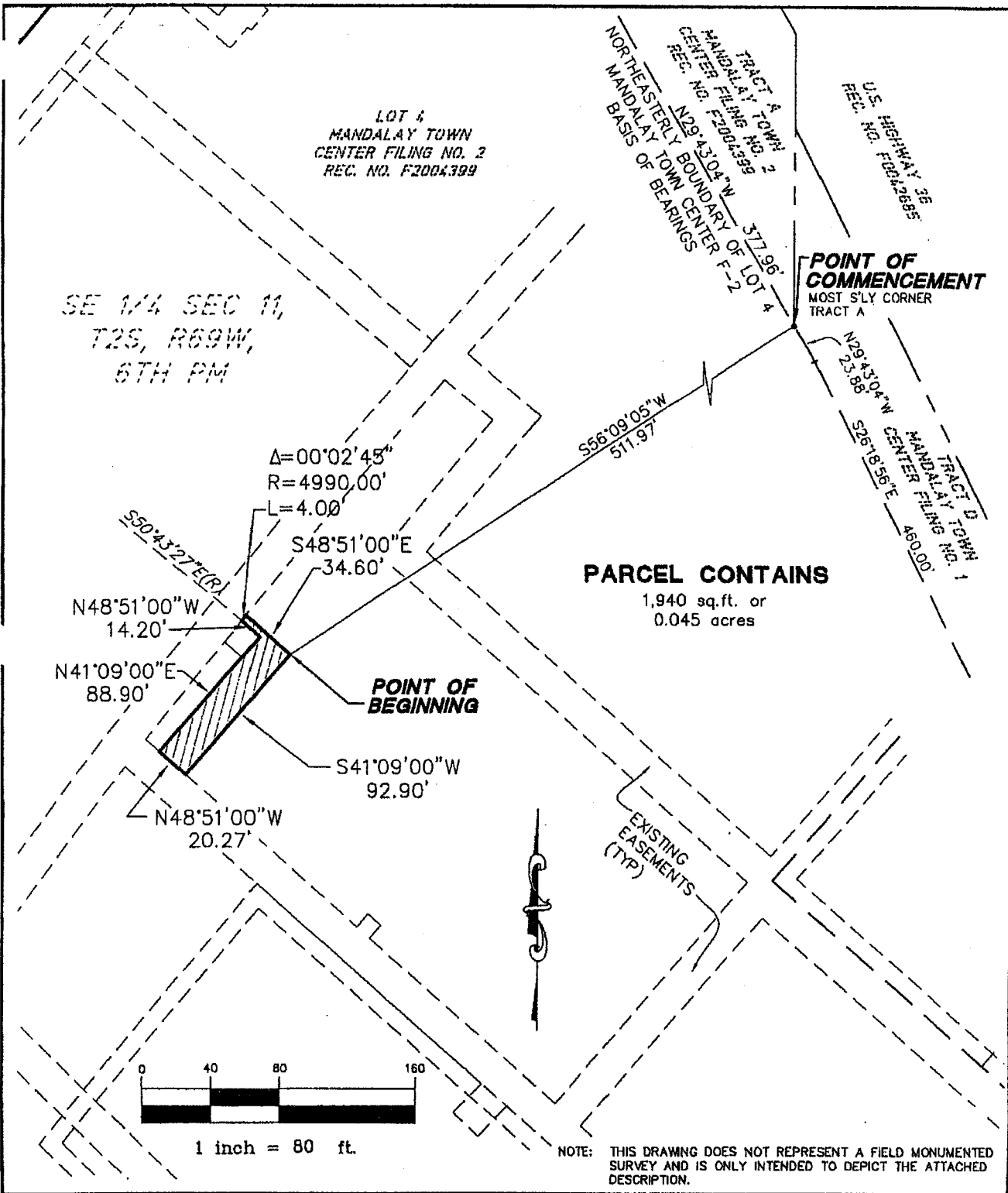
THENCE, ALONG SAID NORTHEASTERLY LINE NON-TANGENT TO SAID CURVE, SOUTH 48°51'00" EAST 34.60 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 0.045 ACRES (1,940 SQ. FT.), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



JOHN R. WEST JR.  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR P.L.S. 25645  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.



SE 1/4 SEC 11,  
T2S, R69W,  
6TH PM

LOT 4  
MANDALAY TOWN  
CENTER FILING NO. 2  
REC. NO. F2004399

TRACT 5  
MANDALAY TOWN  
CENTER FILING NO. 2  
REC. NO. F2004399  
N29°43'04\"W 377.96'  
NORTH-EASTERLY BOUNDARY OF LOT 4  
ON BASIS OF BEARINGS

U.S. HIGHWAY 58  
REC. NO. F08242685

**POINT OF COMMENCEMENT**  
MOST S'LY CORNER  
TRACT A

$\Delta = 00^{\circ}02'45''$   
 $R = 4990.00'$   
 $L = 4.00'$

S48°51'00\"E  
34.60'

N48°51'00\"W  
14.20'

N41°09'00\"E  
88.90'

**POINT OF BEGINNING**

S41°09'00\"W  
92.90'

N48°51'00\"W  
20.27'

**PARCEL CONTAINS**  
1,940 sq.ft. or  
0.045 acres

TRACT 1  
MANDALAY TOWN  
CENTER FILING NO. 1  
REC. NO. F2004399  
N29°43'04\"W 25.68'  
S26°18'15\"E 460.00'

S56°09'05\"W  
511.97'

EXISTING  
EASEMENTS  
(TYP)



1 inch = 80 ft.

NOTE: THIS DRAWING DOES NOT REPRESENT A FIELD MONUMENTED SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED DESCRIPTION.

PATH: P:\23406-01\DWG  
FIG NAME: ESMT VAC6.DWG  
JOB: JLM CHK: JRW  
DATE: 04/04/06  
SCALE: 1" = 80'



**AzTec CONSULTANTS, inc.**  
300 East Mineral Avenue, Suite 1  
Littleton, Colorado 80122  
Phone: (303)713-1898 Fax: (303)713-1897

**EASEMENT VACATION #6**  
MANDALAY TOWN CENTER FILING NO. 2  
COUNTY OF JEFFERSON, STATE OF COLORADO  
JOB NUMBER 23406-01 2 OF 2 SHEETS

**PROPERTY DESCRIPTION**  
**EASEMENT VACATION #7**

A PARCEL OF LAND BEING A PORTION OF LOT 4, MANDALAY TOWN CENTER FILING NO. 2, CITY OF WESTMINSTER, COUNTY OF JEFFERSON, STATE OF COLORADO, PER PLAT RECORDED AT RECEPTION NO. F2004399 IN THE RECORDS OF THE CLERK AND RECORDER OF SAID COUNTY, LYING IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID CITY, COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHEASTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS HAVING A BEARING AND DISTANCE OF " N29°38'23" W 260.98' " ON SAID PLAT, SAID COURSE FORMING A PART OF THE SOUTHWESTERLY BOUNDARY OF SAID LOT 4, AND ALL BEARINGS HEREON ARE REFERENCED TO THIS LINE;

THENCE NORTH 21°37'48" EAST 69.96 FEET TO THE SOUTHWESTERLY LINE OF THAT CERTAIN UTILITY AND ACCESS EASEMENT AS SHOWN ON SAID PLAT AND THE **POINT OF BEGINNING**;

THENCE, ALONG THE SOUTHWESTERLY AND NORTHWESTERLY LINES OF SAID EASEMENT THE FOLLOWING 2 COURSES:

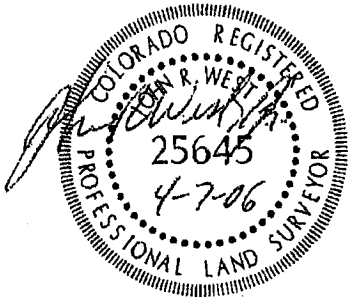
- 1) NORTH 49°41'51" WEST 10.00 FEET;
- 2) NORTH 40°18'09" EAST 11.00 FEET;

THENCE SOUTH 49°41'51" EAST 10.00 FEET TO THE SOUTHEASTERLY LINE OF SAID EASEMENT;

THENCE, ALONG SAID SOUTHEASTERLY LINE, SOUTH 40°18'09" WEST 11.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 0.003 ACRES (110 SQ. FT.), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



JOHN R. WEST JR.  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR P.L.S. 25645  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

SE 1/4 SEC 11,  
T2S, R69W,  
6TH PM

LOT 4  
MANDALAY TOWN CENTER  
FILING NO. 2  
REC. NO. F2004399

"N29°38'23"W 260.98"  
SOUTHWESTERLY BOUNDARY OF LOT 4  
MANDALAY TOWN CENTER F-2  
BASIS OF BEARINGS

EXISTING  
EASEMENTS (TYP)

PARCEL CONTAINS  
110 sq.ft. or  
0.003 acres

REED STREET  
PER MANDALAY TOWN  
CENTER FILING NO. 1  
LOT 1  
MANDALAY TOWN CENTER  
FILING NO. 1 REC. NO. F1901073

N40°18'09"E  
11.00'

S49°41'51"E  
10.00'

N49°41'51"W  
10.00'

S40°18'09"W  
11.00'

N21°37'48"E  
69.96'

POINT OF  
BEGINNING

Δ=7°07'30"  
R=283.50'  
L=35.25'

POINT OF  
COMMENCEMENT  
SE'LY TERMINUS

N36°45'53"W  
23.86'

N29°38'23"W  
201.53'



1 inch = 40 ft.

NOTE: THIS DRAWING DOES NOT REPRESENT A FIELD MONUMENTED SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED DESCRIPTION.

PATH: P:\LD\DWG  
DRAWING NAME: ESMT VAC7.DWG  
DRAWN BY: JLM CHK: JRW  
DATE: 04/04/06  
SCALE: 1" = 40'



**AZTEC CONSULTANTS, Inc.**

300 East Mineral Avenue, Suite 1  
Littleton, Colorado 80122  
Phone: (303)713-1898 Fax: (303)713-1897

**EASEMENT VACATION #7**  
MANDALAY TOWN CENTER FILING NO. 2  
COUNTY OF JEFFERSON, STATE OF COLORADO  
JOB NUMBER 23406-01

2 OF 2 SHEETS



**PROPERTY DESCRIPTION**  
**EASEMENT VACATION #8**

A PARCEL OF LAND BEING A PORTION OF LOT 4, MANDALAY TOWN CENTER FILING NO. 2, CITY OF WESTMINSTER, COUNTY OF JEFFERSON, STATE OF COLORADO, PER PLAT RECORDED AT RECEPTION NO. F2004399 IN THE RECORDS OF THE CLERK AND RECORDER OF SAID COUNTY, LYING IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID CITY, COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHEASTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS HAVING A BEARING AND DISTANCE OF " N56°38'22" W 76.77' " ON SAID PLAT, SAID COURSE FORMING A PART OF THE NORTHEASTERLY RIGHT-OF-WAY OF REED STREET, AS DEDICATED ON SAID PLAT, AND ALL BEARINGS HEREON ARE REFERENCED TO THIS LINE;

THENCE, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY, NORTH 56°38'22" WEST 27.98 FEET;

THENCE, DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY, NORTH 30°45'39" EAST 17.35 FEET TO THE NORTHEASTERLY LINE OF THAT CERTAIN UTILITY AND ACCESS EASEMENT AS SHOWN ON SAID PLAT;

THENCE, ALONG SAID NORTHEASTERLY LINE, SOUTH 46°32'52" EAST 27.45 FEET;

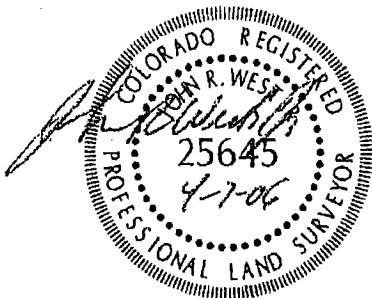
THENCE DEPARTING SAID NORTHEASTERLY LINE, SOUTH 19°02'59" EAST 43.32 FEET TO THE SOUTHWESTERLY LINE OF SAID EASEMENT;

THENCE, ALONG SAID SOUTHWESTERLY LINE, NORTH 46°32'52" WEST 32.03 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY OF SAID REED STREET;

THENCE, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY, NORTH 26°07'00" EAST 8.35 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 0.017 ACRES (727 SQ. FT.), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



JOHN R. WEST JR.  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR P.L.S. 25645  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

SE 1/4 SEC 11,  
T2S, R69W,  
6TH PM

EXISTING  
EASEMENTS (TYP)

LOT 4  
MANDALAY TOWN CENTER  
FILING NO. 2  
REC. NO. F2004399

$\Delta=7^{\circ}07'30''$   
R=283.50'  
L=35.25'

N36°45'53"W  
23.86'

$\Delta=87^{\circ}22'53''$   
R=28.50'  
L=43.47'

N30°45'39"E  
17.35'

S46°32'52"E  
27.45'

" N56°38'22"W 76.77' "  
NORTHEASTERLY R-O-W REED STREET  
MANDALAY TOWN CENTER F-2  
BASIS OF BEARINGS

N56°38'22"W  
27.98'

S19°02'59"E  
43.32'

POINT OF  
BEGINNING  
SE'LY TERMINUS

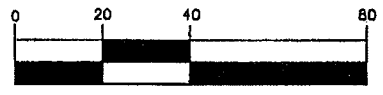
N26°07'00"E  
8.35'

N46°32'52"W  
32.03'

PARCEL CONTAINS  
727 sq.ft. or  
0.017 acres

$\Delta=16^{\circ}09'14''$   
R=58.50'  
L=16.49'

N09°57'46"W  
40.18'



1 inch = 40 ft.

N29°38'23"W  
20.15'

$\Delta=32^{\circ}28'39''$   
R=75.00'  
L=42.51'

REED STREET TOWN  
CENTER FILING NO. 1

LOT 4  
MANDALAY TOWN CENTER  
FILING NO. 2  
REC. NO. F2004399

LOT 1  
MANDALAY TOWN CENTER  
FILING NO. 1 REC. NO. F1901079

NOTE: THIS DRAWING DOES NOT REPRESENT A FIELD MONUMENTED SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED DESCRIPTION.

PATH: P:\LLO\DWG  
FIG NAME: ESMT VACB.DWG  
G: JLM CHK: JRW  
DATE: 04/04/06  
SCALE: 1" = 40'



**AzTEC CONSULTANTS, Inc.**  
300 East Mineral Avenue, Suite 1  
Littleton, Colorado 80122  
Phone: (303)713-1898 Fax: (303)713-1897

**EASEMENT VACATION #8**  
MANDALAY TOWN CENTER FILING NO. 2  
COUNTY OF JEFFERSON, STATE OF COLORADO  
JOB NUMBER 23406-01 2 OF 2 SHEETS

**PROPERTY DESCRIPTION**  
**EASEMENT VACATION #9**

A PARCEL OF LAND BEING A PORTION OF LOT 4, MANDALAY TOWN CENTER FILING NO. 2, CITY OF WESTMINSTER, COUNTY OF JEFFERSON, STATE OF COLORADO, PER PLAT RECORDED AT RECEPTION NO. F2004399 IN THE RECORDS OF THE CLERK AND RECORDER OF SAID COUNTY, LYING IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID CITY, COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING AT THE MOST SOUTHERLY CORNER OF TRACT "A", SAID MANDALAY TOWN CENTER FILING NO. 2, WHENCE THE NORTHEASTERLY BOUNDARY OF SAID LOT 4 BEARS NORTH 29°43'04" WEST, ALL BEARINGS HEREON ARE REFERENCED TO THIS LINE;**

**THENCE SOUTH 73°34'11" WEST 358.23 FEET TO THE POINT OF BEGINNING;**

THENCE SOUTH 41°30'52" WEST 2.09 FEET;

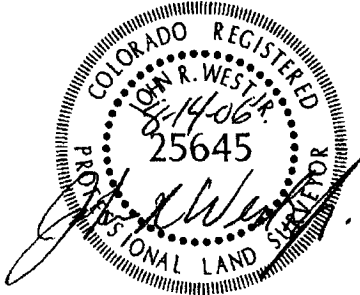
THENCE NORTH 49°41'51" WEST 2.07 FEET;

THENCE NORTH 09°03'22" EAST 2.44 FEET;

**THENCE SOUTH 49°43'15" EAST 3.38 FEET TO THE POINT OF BEGINNING.**

CONTAINING 6 SQ. FT., MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



JOHN R. WEST JR.  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR P.L.S. 25645  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

SE 1/4 SEC 11,  
T2S, R69W,  
6TH PM

LOT 4  
MANDALAY TOWN  
CENTER FILING NO. 2  
REC. NO. F2004399

TRACT A TOWN 2  
MANDALAY FILING NO. 2  
CENTER FILING NO. F2004399  
N29°43'04"W 377.96'  
BASIS OF BEARINGS  
NORTHEASTERLY BOUNDARY OF LOT 4  
MANDALAY TOWN CENTER F-2

U.S. HIGHWAY 26  
REC. NO. F000428855

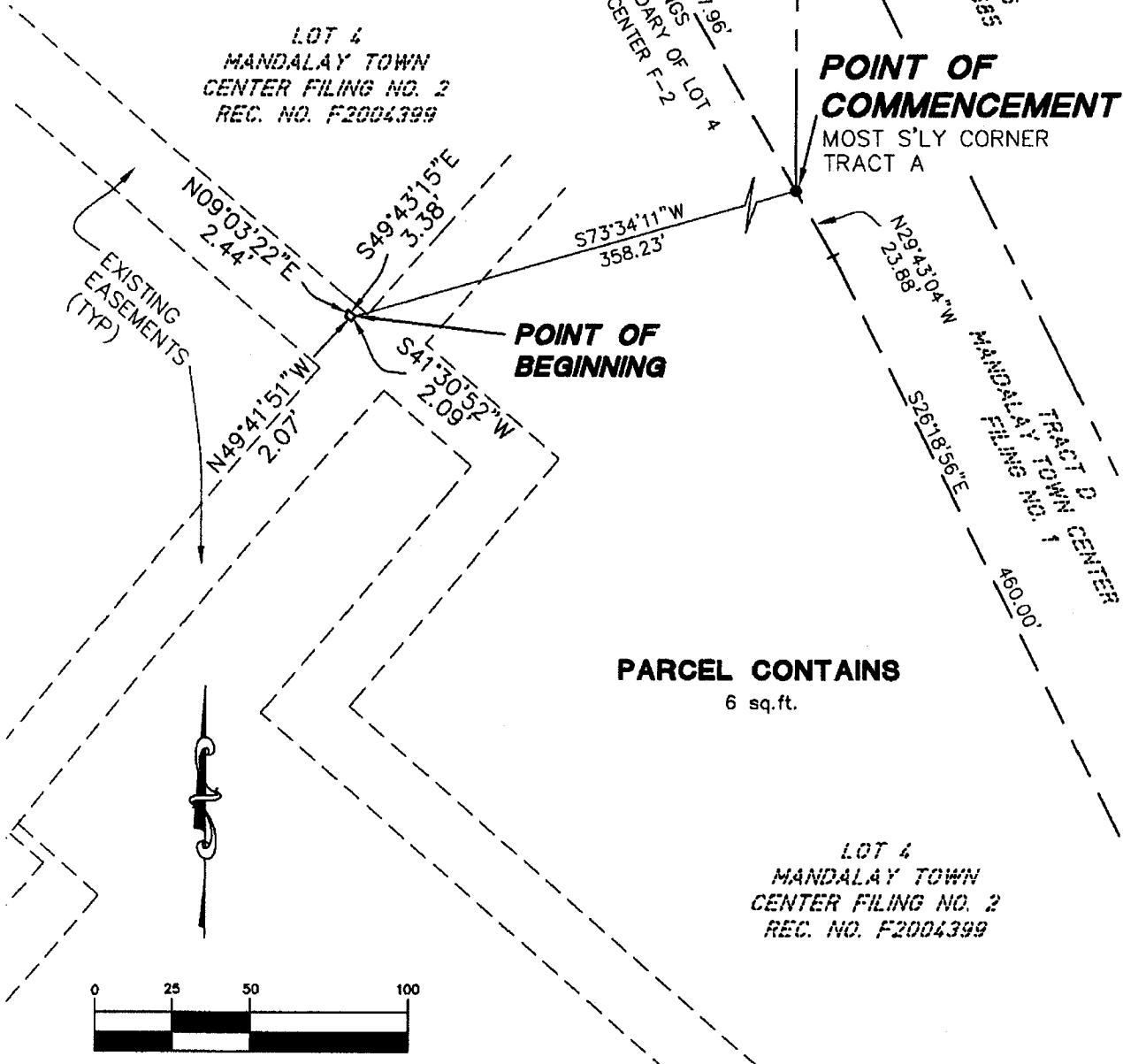
**POINT OF COMMENCEMENT**  
MOST S'LY CORNER  
TRACT A

EXISTING  
EASEMENTS  
(TYP)

**POINT OF BEGINNING**

**PARCEL CONTAINS**  
6 sq. ft.

LOT 4  
MANDALAY TOWN  
CENTER FILING NO. 2  
REC. NO. F2004399



NOTE: THIS DRAWING DOES NOT REPRESENT A FIELD MONUMENTED SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED DESCRIPTION.

PATH: P:\23406-01\DWG  
DWG NAME: ESMT VACB.DWG  
DWG: JRW CHK: KDB  
DATE: 08/10/06  
SCALE: 1" = 50'



**AzTEC CONSULTANTS, Inc.**

300 East Mineral Avenue, Suite 1  
Littleton, Colorado 80122  
Phone: (303)713-1898 Fax: (303)713-1897

**EASEMENT VACATION #9**  
MANDALAY TOWN CENTER FILING NO. 2  
COUNTY OF JEFFERSON, STATE OF COLORADO  
JOB NUMBER 23406-01

2 OF 2 SHEETS

**PROPERTY DESCRIPTION**  
**EASEMENT VACATION #10**

A PARCEL OF LAND BEING A PORTION OF LOT 4E, MANDALAY TOWN CENTER FILING NO. 2, 3RD AMENDMENT, CITY OF WESTMINSTER, COUNTY OF JEFFERSON, STATE OF COLORADO, PER PLAT RECORDED AT RECEPTION NO. 2006101513 IN THE RECORDS OF THE CLERK AND RECORDER OF SAID COUNTY, LYING IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID CITY, COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID LOT 4E;

THENCE ALONG THE NORTHEASTERLY BOUNDARY OF SAID LOT 4E, NORTH 49°43'15" WEST 23.35 FEET TO THE POINT OF BEGINNING;

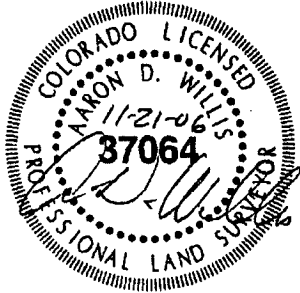
THENCE CONTINUING ALONG SAID NORTHEASTERLY BOUNDARY, NORTH 49°43'15" WEST 3.42 FEET;

THENCE DEPARTING SAID NORTHEASTERLY BOUNDARY, SOUTH 09°03'22" WEST 6.59 FEET;

THENCE NORTH 40°17'31" EAST 5.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.00 SQ. FT., MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



AARON D. WILLIS  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR, P.L.S. 37064  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

NOTE: THIS DRAWING DOES NOT REPRESENT A FIELD MONUMENTED SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

ACCESS AND UTILITY EASEMENT  
TO THE CITY OF WESTMINSTER  
PER MANDALAY TOWN  
CENTER FILING NO. 2,  
3RD AMENDMENT  
REC. NO. 2006101513

N49°43'15"W  
3.42'

S09°03'22"W  
6.59'

**POINT OF BEGINNING**

PARCEL CONTAINS  
10 SQ.FT.  
MORE OR LESS

N40°17'31"E  
5.64'

LOT 4A  
MANDALAY TOWN  
CENTER FILING NO. 2,  
3RD AMENDMENT  
REC. NO. 2006101513

N49°43'15"W

NE'LY BND'Y, LOT 4E  
(BASIS OF BEARINGS)  
23.35'

ACCESS AND UTILITY EASEMENT  
TO THE CITY OF WESTMINSTER  
PER MANDALAY TOWN  
CENTER FILING NO. 2  
(REC. NO. F2004399)

LOT 4E  
MANDALAY TOWN  
CENTER FILING NO. 2,  
3RD AMENDMENT  
REC. NO. 2006101513

**POINT OF COMMENCEMENT**

MOST E'LY CORNER, LOT 4E

SE 1/4 SEC. 11  
T2S, R69W, 6TH PM



1 inch = 4 ft.

PATH: P:\23408-01\DWG  
DWG NAME: Easement Vacation 10  
DWG: A.D.W. CHK: J.R.W.  
DATE: 11-21-06  
SCALE: 1" = 4'



**AzTec CONSULTANTS, Inc.**

300 East Mineral Avenue, Suite 1  
Littleton, Colorado 80122  
Phone: (303)713-1898 Fax: (303)713-1897

**EASEMENT VACATION #10**  
MANDALAY TOWN CENTER FILING NO. 2  
COUNTY OF JEFFERSON, STATE OF COLORADO  
JOB NUMBER 23408-01-EX 2 OF 2 SHEETS

## Summary of Proceedings

Summary of proceedings of the regular meeting of the Westminster City Council held Monday, April 9, 2007. Mayor McNally, Mayor Pro Tem Kauffman, and Councillors Dittman, Kaiser, Lindsey, Major, and Price were present at roll call.

The minutes of the March 26, 2007 regular meeting were approved.

Council proclaimed April 9 to be National Public Safety Telecommunicators Week and April 21 to be Arbor Day and Earth Day.

Council approved the following: light duty vehicles purchase; roof replacement at Fleet Maintenance Facility; 2007 Striping and Pavement Marking Project contract; McKay Drainageway Improvements - Preliminary Design Engineering Services contract; IGA for the establishment of a separate legal and public entity titled the North Metro Task Force; final adoption of Councillor's Bill No. 13 repealing Chapters 2 and 3 of Title VIII re Property Standards; final adoption of Councillor's Bill No. 14 re GCORF Appropriation for Fire Department Brush Truck replacement.

Council passed the following Councillor's Bill on first reading:

**A BILL FOR AN ORDINANCE VACATING TEN (10) EASEMENTS WITHIN LOTS 4 AND 4E OF THE FINAL PLAT OF MANDALAY TOWN CENTER FILING NO. 2.**

Purpose: Vacating unneeded portions of 10 dedicated utility easements.

The meeting adjourned at 7:25 p.m.

By Order of the Westminster City Council

Linda Yeager, City Clerk

Published in the Westminster Window on April 19, 2007

ORDINANCE NO. 3342  
SERIES OF 2007  
COUNCILLORS

COUNCILLOR'S BILL NO. 13  
INTRODUCED BY

**Major - Price**

**A BILL FOR AN ORDINANCE AMENDING THE WESTMINSTER MUNICIPAL  
CODE TO REPEAL CHAPTERS 2 AND 3 OF TITLE VIII RELATED TO PROPERTY  
MAINTENANCE STANDARDS**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. Chapters 2 and 3 of Title VIII, W.M.C., are hereby REPEALED IN THEIR ENTIRETY.

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 26<sup>th</sup> day of March, 2007. PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 9<sup>th</sup> day of April, 2007.



ORDINANCE NO. 3343  
SERIES OF 2007  
COUNCILLORS

COUNCILLOR'S BILL NO. 14  
INTRODUCED BY

**Dittman - Major**

**A BILL FOR AN ORDINANCE AMENDING THE 2007 BUDGET OF THE GENERAL CAPITAL OUTLAY REPLACEMENT FUND AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2007 ESTIMATED REVENUES IN THE FUND**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2007 appropriation for the General Capital Outlay Replacement Fund initially appropriated by Ordinance No. 3316 is hereby increased by \$74,653. This appropriation is due to the appropriation of 2006 carryover.

Section 2. The \$74,653 increase shall be allocated to City Revenue and Expense accounts as described in the City Council Agenda Item 10 C&D, dated March 26, 2007 (a copy of which may be obtained from the City Clerk) increasing City fund budgets as follows:

General Capital Outlay Replacement Fund	\$74,653
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Total	<u>\$74,653</u>
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Section 3 – Severability. The provisions of this Ordinance shall be considered as severable. If any section, paragraph, clause, word, or any other part of this Ordinance shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, such part shall be deemed as severed from this ordinance. The invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect the construction or enforceability of any of the remaining provisions, unless it is determined by a court of competent jurisdiction that a contrary result is necessary in order for this Ordinance to have any meaning whatsoever.

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 26<sup>th</sup> day of March, 2007. PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 9<sup>th</sup> day of April, 2007.