



CITY COUNCIL AGENDA

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

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

1. Pledge of Allegiance
2. Roll Call
3. Consideration of Minutes of Preceding Meeting (April 11, 2016)
4. Presentations
 - A. Day Without Hate Proclamation
 - B. Community Pride Proclamation
 - C. National Water Safety Proclamation
 - D. Drinking Water Week Proclamation
5. Citizen Communication (5 minutes or less)
6. Report of City Officials
 - A. City Manager's Report
7. City Council Comments

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

8. Consent Agenda
 - A. Financial Report for March 2016
 - B. Shoenberg Farm Milk House Rehabilitation Contract – Heritage Window Restoration
 - C. Shoenberg Farm Milk House Rehabilitation Contract – Premier Specialty Contractors
 - D. Fire Department Cumulative Purchases over \$75,000 for Bunker Gear
 - E. Quarterly Insurance Claims Report – January through March 2016
 - F. 2016 Chip Seal Project
 - G. 2016 Water Meter and Meter Parts Purchases
 - H. Approval of Special Legal Counsel Contract – Dadiotis Litigation
 - I. Second Reading of Councillor's Bill No. 13 re Lease Agreement w/ South Westminster Arts Group
 - J. Second Reading of Councillor's Bill No. 14 re Appropriation for Little Dry Creek Park Project
9. Appointments and Resignations
10. Public Hearings and Other New Business
 - A. Public Hearing re Sheridan Park Preliminary Development Plan (PDP) and Official Development Plan (ODP)
 - B. Sheridan Park Second Amended Preliminary Development Plan (PDP)
 - C. Sheridan Park Fourth Amended Official Development Plan (ODP)
 - D. Resolution No. 18 Updating City Council's Rules and Regulations Related to Starting Time of Meetings
 - E. Councillor's Bill No. 15 Authorizing the Issuance of Utility Enterprise Revenue Bonds Series
 - F. Councillor's Bill No. 16 re Early Authorization of FY2015 Carryover into FY2016
11. Old Business and Passage of Ordinances on Second Reading
12. Miscellaneous Business and Executive Session
 - A. City Council
 - B. Executive Session:
 1. Provide instruction to the City's negotiators and receive legal advice from the city's attorneys regarding the Dadiotis litigation as authorized by WMC 1-11-3(C)(3), (7) and (8) and CRS 24-6-402(4)(b) and (e)(I).
13. Adjournment

NOTE: Persons needing an accommodation must notify the City Clerk no later than noon on the Thursday prior to the scheduled Council meeting to allow adequate time to make arrangements. You can call [303-658-2161](tel:303-658-2161)/TTY 711 or [State Relay](mailto:mparker@cityofwestminster.us) or write to mparker@cityofwestminster.us to make a reasonable accommodation request.

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.



2015 CITY OF WESTMINSTER STRATEGIC PLAN



VISIONARY LEADERSHIP, EFFECTIVE GOVERNANCE AND PROACTIVE REGIONAL COLLABORATION

The City of Westminster has articulated a clear vision for the future of the community. The vision is implemented through collaborative and transparent decision making. Westminster is proactively engaged with our partners to advance the common interests of the region.

- Develop communication, management and planning tools that move the City toward its vision while providing excellent government.
- Collaborate with state agencies, counties, school districts, neighboring cities and other governmental and non-governmental entities.



VIBRANT, INCLUSIVE AND ENGAGED COMMUNITY

Westminster provides options for an inclusive, demographically diverse citizenry in unique settings with community identity, ownership and sense of place, with easy access to amenities, shopping, employment and diverse integrated housing options. Members of the community are empowered to address community needs and important community issues through active involvement with City cultural, business and nonprofit groups.

- Advance strategies that demonstrate Westminster is a regional leader in providing affordable/workforce housing.
- Develop programs and strategies that build a unique sense of community in Westminster.
- Lead the development of cultural opportunities in Westminster.
- Identify the distinct neighborhoods of Westminster and help them begin to work together, as neighbors, to grow the sense of place and community in their neighborhoods.



BEAUTIFUL, DESIRABLE, SAFE AND ENVIRONMENTALLY RESPONSIBLE CITY

Westminster thoughtfully creates special places and settings. The City is an active steward, protecting and enhancing natural resources and environmental assets. The City promotes and fosters safe and healthy communities.

- Make a Citywide commitment to sustainability.
- Promote ongoing excellent management and maintenance of the City's parks and open space system.
- Provide opportunities for residents, visitors and employees to improve their personal wellness – physically, emotionally and intellectually.



DYNAMIC, DIVERSE ECONOMY

Westminster is a local government that fosters social, economic and environmental vitality and cultivates and strengthens a wide array of economic opportunities.

- Develop an economic development strategy that contributes to City vision attainment and is executed through collaborative work between the City of Westminster, the business community, residents and other partners of Westminster.



FINANCIALLY SUSTAINABLE GOVERNMENT PROVIDING EXCELLENCE IN CITY SERVICES

Westminster leads the region in a culture of innovation that exceeds expectations in providing value in all city services – the city shall be known for “the Westy Way.”

- Develop and maintain comprehensive municipal capital infrastructure master plan and financing strategy.
- Promote the organizational culture of Service, Pride, Integrity, Responsibility, Innovation and Teamwork.
- City Manager will develop an annual program of specific department business process improvement reviews.



EASE OF MOBILITY

Westminster pursues multi-modal transportation options to ensure the community is convenient, accessible and connected by local and regional transportation options through planning, collaboration, advocacy and execution. Transportation objectives include walkability, bike friendly, drivability, and mass-transit options.

- Improve the walkability and bikeability of Westminster.
- Improve mass-transit options throughout Westminster.

VISION:

Westminster is the next Urban Center of the Colorado Front Range. It is a vibrant inclusive, creative, and well-connected City. People choose Westminster because it is a dynamic community with distinct neighborhoods and a resilient local economy that includes: a spectrum of jobs; diverse, integrated housing; and shopping, cultural, entertainment, and restaurant options. It embraces the outdoors and is one of the most sustainable cities in America.

MISSION:

Our job is to deliver exceptional value and quality of life through S-P-I-R-I-T (Service, Pride, Integrity, Responsibility, Innovation, Teamwork).

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE CITY COUNCIL MEETING
HELD ON MONDAY, APRIL 11, 2016 AT 7:00 P.M.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

Mayor Herb Atchison, Mayor Pro Tem Alberto Garcia, and Councillors Bruce Baker, Shannon Bird, Maria De Cambra, Emma Pinter, and Anita Seitz were present at roll call. Also present were City Manager Donald M. Tripp, City Attorney David Frankel, and City Clerk Michelle Parker.

CONSIDERATION OF MINUTES

Upon a motion by Councillor Pinter, seconded by Mayor Pro Tem Garcia, the Council unanimously approved the minutes of the regular meeting of March 28, 2016 as presented.

PRESENTATIONS

Mayor Atchison, along with Pete Casillas, President and Publisher of the Denver Business Journal, presented the 2016 Healthiest Employer Award to Debbie Mitchell, Director of General Services; Dee Martin, HR Workforce Division Manager; Nicki Leo, Wellness Program Coordinator; and Lisa Chrisman, HR Benefits Division Manager. This was the second year in a row the City of Westminster was awarded Denver Business Journal's Healthiest Employer Award.

Councillor Baker presented the Arbor Day/Tree City USA Proclamation to Rod Larson, Open Space Manager; Ryan Hegreness, Operations Manager; Jason Genck, Director of Parks, Recreation, and Libraries; and John Kasza, City Forester. Keith Wood, Community Forestry Manager with the Colorado State Forest Service presented the City with its 31st consecutive Tree City Award, and its 16th Tree City USA Growth Award.

Councillor Seitz presented the Earth Day Proclamation to Patti Wright, Open Space Supervisor, and invited Westminster citizens to attend the Earth Day Celebration on April 23rd, which will take place at Westminster Center Park. Patti Wright detailed some of the events that were planned for the Earth Day Celebration, and encouraged everyone to attend and take part in celebrating Earth Day.

Councillor Pinter presented the National Volunteer Week Proclamation to Marina Miller, Volunteer Coordinator. She recognized over 1,000 volunteers who comprise Volunteer Westminster, and who donated over 52,000 hours of their time to serve our City in 2015. Marina Miller encouraged citizens to get involved, and detailed a few of the myriad volunteer opportunities available for all citizens with broad interests and skills.

Mayor Pro Tem Garcia presented the Parkinson's Awareness Month Proclamation to Cheryl Siefert, Executive Director of the Parkinson's Association of the Rockies; Karen Johnson, sponsor of the Parkinson's support group at Covenant Village of Colorado in Westminster; and Karen Neu, Facilitator of the group. They were joined by members of the Parkinson's support group at Covenant Village and their families and care givers.

CITIZEN COMMUNICATION

Eric Brandt stated that Council's Oath of Office is their ironclad agreement with the people whom they govern. He claims that Judge John Stipech failed to qualify for office, as he did not file his Oath of Office within 10 days as required by Westminster City Code. He accused Judge Stipech of conspiring with former City Clerk, Linda Yeager, to commit fraud, and of embezzling public funds. He told Council that they must immediately remove Judge Stipech from office and file criminal charges against him, or they would be considered accessories to his crimes.

W. Gale Biggs appeared before Council to express his great concern about potential airborne emissions of plutonium 239 from the proposed expansion of the Rocky Mountain Greenway Trail. He cited reports that he submitted to the government, regarding air quality around the site as Chair of the Air Committee, which were never published. He believes that the Rocky Flats site is still too dangerous to allow public access, especially for children. He urged Council not to authorize the funds for the Rocky Mountain Greenway Trail.

John Lipsky, who was the lead FBI Agent during the criminal investigation of the Rocky Flats Nuclear Weapons Plant, urged the City Council not to participate in any project that would disturb the soil around Rocky Flats. He said that the Rocky Mountain Greenway Trail should proceed around the Rocky Flats National Wildlife Refuge, and not through it. It is a Superfund site that contains buried-in-place contaminated foundations and apparatus, and is polluted with particles of plutonium 239 and uranium, along with many other dangerous contaminants. He said that soil disturbance, trenching, or construction from this project for paths or parkways would not be protective of human life.

Anne Fenerly asked Council to consider building the Rocky Mountain Greenway Trail around Rocky Flats, and not through it. She said that in the past, Westminster always took a leadership position, and she asked that the City do so once more. She urged Council not to endanger people by building on the Superfund site, and presented 3 maps illustrating the contamination of the site. She said that wind, animals, and floods spread contaminants, including plutonium, beryllium, and others. She said that if the planned structures were built, Standley Lake would be contaminated and airborne plutonium would be released.

Ted Ziegler, who was hired at Rocky Flats in 1982 and retired in 1995, said that in all the years he was employed there, there were no provisions to wear any protective or respiratory gear. He said he has many friends with various types of cancer, and has lost many friends to the disease. He said that contamination was sprayed, buried and leached all over the site and there were no procedures for workers moving dirt or performing burns. He also said that there was airborne asbestos from the destruction of buildings and there was no legacy management of the site.

LeRoy Moore, who arrived in Colorado in 1974 to teach at the University of Denver, stated that he has been following the public health issues related to Rocky Flats since 1979. He stated that the State Health Department knew about contamination at the site since at least 1957, but never revealed it to the public. He said that anyone who visits the Wildlife Refuge and disturbs the soil will be exposed to inhalation of plutonium particles, which lodge in the body and irradiate surrounding tissue, for the rest of one's life. He urged Council to bypass, rather than go through, Rocky Flats National Wildlife Refuge.

Michael Ketterer, a chemist and professor at Metropolitan State University, said that the proposed Greenway Trail is going through some of the most contaminated soil in the United States. He said this has been confirmed and reconfirmed by many researchers and there is no reason why the trail has to go through this area and disturb the soil.

Harvey Nichols, Emeritus Professor of Biology at the University of Colorado at Boulder, presented a map of different sites sampling freshly fallen snow that illustrates radioactive particles. He said the whole site is likely dusted with particles that could be inhaled. He urged Council not to support the Rocky Mountain Greenway Trail.

Jeremy Rodriguez, representing the office of Congressman Ed Perlmutter, gave a brief update on events in the district. He gave details about a Congressional Art Competition in May and directed citizens to the Congressman's website for more details. He also mentioned the Veterans History Project premiering at Westminster High School, and said that there were 12 Student Service Academy nominations, with 2 appointments. On April 4th, the North I-25 express lanes opened, and Congressman Perlmutter was elated by the cooperation between the City of Westminster and other local authorities who made it successful.

Alesya Casse, representing the Rocky Flats Down Winders, said that they have been contacted by hundreds of people who have been affected by contamination from this site. She said it was not prudent land management to open up this land for recreational use for families and children. She encouraged Council not to approve the funding that was being asked for and to instead fund studies and awareness about Rocky Flats.

Nancy Medina, from the non-profit Herbal Garden Wellness, expressed that as a citizen of Westminster, who has worked with the Police Department as a victim of a crime, she had faith in the Council. She asked the Council to table the Greenway Trail item. Both of her parents were here during the Rocky Flats fires. She lost both of them to cancer within 13 months. She asked Council to consider all the history and read the research papers. She also thanked the Westminster Police Department for making her neighborhood safe. Her family waves at them all the time.

CITY MANAGER'S REPORT

Mr. Tripp said that there would be a post meeting of the Westminster Housing Authority, and potentially an Executive Session. He also talked about the upcoming process of drafting the City's Strategic Plan, and how it relates to developing the 2-year Budget for 2017 and 2018. Mr. Tripp also recognized and congratulated Barbara Opie, who recently assumed the responsibilities of Deputy City Manager, and re-introduced Deputy City Manager Jody Andrews. He also commented that winning the Healthiest Employer Award for the second year in a row was remarkable. He said it was because of the culture of the organization, employees knowing that they are supported by the leadership, and participation in the program.

COUNCIL REPORTS

Councillor Seitz thanked everyone for coming to the meeting tonight and said that Council makes better decisions when they have input from citizens. She also said that winning the Healthiest Employer was a pretty big deal. There was a vaccine and licensing clinic at Murdoch's on Saturday, and she reminded everyone to attend the Earth Day celebration on April 23rd at Westminster Center Park. Citizens can purchase trees, at cost, through the ReLeaf Westminster program and the Garden In A Box is available for purchase at a discount for them as well.

Mayor Pro Tem Garcia thanked citizens for coming to the meeting and said their input was invaluable. Council is holding an event called "Ask Me Anything" on Wednesday at noon, which is a digital town hall meeting where citizens can pose questions to City Council. Council will then answer as best they can. This is an opportunity to participate without having to leave your home or office, and he encouraged everyone to take part.

Mayor Atchison announced that on June 17th, 18th, and 19th, an International Ballroom Dance competition will be held at the Westin in Westminster. This is the 10th year for the Westin to hold the competition. Tickets will be on sale at door.

Clerk's Note: The Mayor called for a short break at 8:35 pm. The meeting resumed at 8:40 pm.

CONSENT AGENDA

The following items were presented on the consent agenda for City Council's action: Based on the results of the State of Colorado and Arapahoe County light duty vehicle bids, award the purchase for 23 Chevrolet light duty vehicles as follows: Dellenbach Chevrolet in the amount of \$509,843 for 17 Chevrolet light duty vehicles, plus a five percent contingency in the amount of \$25,492 to address any changes that may be required during the final ordering process; this is in addition to the \$52,530 that has already been expended with this vendor in 2016 for vehicle purchases, bringing the total authorized 2016 expenditures for Dellenbach Chevrolet to \$587,865; and John Elway Chevrolet in the amount of \$187,309 for six Chevrolet light duty vehicles, plus a five percent contingency in the amount of \$9,365 to address any changes that may be required during the final ordering process, which will bring the total authorized 2016 expenditures for John Elway Chevrolet to \$196,674; based on the recommendation of the City Manager, determine that the public interest will be best served by awarding contracts to Baker and Taylor not to exceed \$285,000 and Midwest Tapes not to exceed \$75,000 for a grand total not to exceed \$360,000 for the purchase of library materials and eMaterials; authorize the City Manager to enter into a sole source agreement for the Railroad Crossing Surface Installation project expenditures in 2016 with Burlington Northern Santa Fe Railway Company for replacement of existing crossing surfaces at Pierce Street and at West 76th Avenue, in an amount not to exceed \$77,143; authorize the City Manager to execute Possession and Use Agreements, in substantially the same

form as was provided, to accomplish the grant of permission to the Colorado Department of Transportation and its contractors to occupy and construct improvements associated with the North I-25 Express Lanes Project upon certain parcels of land owned by the City of Westminster; authorize the City Manager to sign a contract for legal services in an amount not to exceed \$7,500 with Kissinger & Fellman, P.C., for drafting City regulations for telecommunications permitting applications conforming to recent Federal Communications Commission requirements, state statutes, and current case law; authorize the City Manager to sign the First Amended Intergovernmental Agreement with the Urban Drainage and Flood Control District and the City and County of Broomfield relating to the design and construction of Phase 2 of the City Park Channel, located along the south side of 120th Avenue between Lowell Boulevard and Big Dry Creek, and authorizing a contribution of \$150,000 by the City for the final design and construction of this project; authorize the City Manager to execute a contract with Park Range Construction, Inc., in the amount not to exceed \$98,440 for foundation rehabilitation work as part of the total rehabilitation of the Shoenberg Farm Milk House project and authorize a construction contingency in the amount of \$9,844 for a total authorized expenditure of \$108,284; authorize the City Manager to execute a contract for concrete replacement to the low bidder, Gold Star Concrete, Inc., in the amount of \$225,990 and authorize a \$60,000 contingency for a total authorized expenditure of \$285,990; authorize the City Manager to execute a contract for the 2016 Asphalt Pavement Rehabilitation Project with the low bidder, Martin Marietta Materials, Inc. in the amount of \$1,758,069 and authorize a contingency of \$325,338 for a total authorized expenditure of \$2,083,407; authorize the City Manager to execute a contract change order with A-1 Chipseal Company for the additional crack seal to be applied to residential roadways for 2016, in the amount of \$120,000, increasing the authorized expenditure amount with this contractor from the original contract amount of \$168,192 to \$288,192; authorize the City Manager to execute a contract with the low bidder, Aslan Construction Incorporated, for construction services related to the Sunset Ridge Tank Demolition project, in the amount of \$384,990, plus a contingency amount of \$38,499, for a total authorized expenditure of \$423,489; authorize an amendment to the engineering contract with Burns and McDonnell Engineering Company, Inc. to provide services during construction in the amount of \$88,703, bringing the total authorized expenditure with this firm for work on the Pressure Zone 3 Expansion Project from the previously approved amount of \$2,917,681 to \$3,006,384; authorize the City Manager to execute a contract amendment with Jacobs Engineering Group, Inc in the amount of \$62,506 for additional construction engineering services on the 72nd Avenue/Raleigh Street Bridge Replacement Project, bringing the total contract amount to \$792,791; authorize additional contingency in the amount of \$59,736 for construction engineering services from Martin/Martin, Inc. for the Westminster Station, Phase One Infrastructure project, thus yielding a total contract authorized expenditure of \$340,272; pass on second reading Councillor's Bill No. 10 approving a Comprehensive Plan Amendment for the part of the Shoenberg Farms Commercial Planned Unit Development that is platted as Lot 11, 12, 13 and a portion of Lot 14B (This combined parcel is to be referenced as Lot 14C. The CP Amendment in the Shoenberg Farms Commercial Planned Unit Development changes the designation of Lot 14C from Mixed Use to an R-18 land use designation. The proposed amendment is in compliance with the overall purpose and intent of the Comprehensive Plan.); pass on second reading Councillor's Bill No. 11 appropriating grant monies to be received from the Colorado Department of Transportation for the Little Dry Creek Trail, Federal to Lowell project and the contribution to be received from Adams County for the Little Dry Creek Trail, Federal to Lowell project; and pass on second reading Councillor's Bill No. 12, providing for a supplemental appropriation of funds to the 2015 Budget of the General, Utility Rate Stabilization Reserve, Storm Drainage, Sales and Use Tax, and General Capital Improvement Funds.

Upon a motion by Councillor Baker, seconded by Councillor Seitz, all items on the consent agenda were approved unanimously by Council.

COOPERATIVE AGREEMENT BETWEEN THE CITY OF WESTMINSTER, THE WESTMINSTER HOUSING AUTHORITY, AND THE SOUTH WESTMINSTER ARTS GROUP

Upon a motion by Councillor Seitz, seconded by Councillor Pinter, Council voted unanimously to authorize the City Manager to execute a Cooperation Agreement, in substantially the same form as presented to Council, with the Westminster Housing Authority and the South Westminster Arts Group relative to promoting and providing arts and cultural activities and programming in the south part of Westminster.

COUNCILLOR’S BILL NO. 13 RE LEASE AGREEMENT WITH THE SOUTH WESTMINSTER ARTS GROUP

Upon a motion by Councillor Bird, seconded by Mayor Pro Tem Garcia, Council voted unanimously at roll call to pass Councillor’s Bill No. 13 on first reading, authorizing the execution of a lease agreement in substantially the same form as presented to Council for property located at 7287 Lowell Boulevard.

COUNCILLOR’S BILL NO. 14 RE LITTLE DRY CREEK PARK ACQUISITION AND DEMOLITION PROJECT SUPPLEMENTAL APPROPRIATION

Councillor Pinter moved, seconded by Councillor Bird, to pass Councillor’s Bill No. 14 on first reading appropriating funds received from the Adams County Open Space Grant Program in the amount of \$290,000 for the Little Dry Creek Park Acquisition and Demolition grant. The motion carried unanimously at roll call.

RESOLUTION NO. 17 RE SUPPORT OF JEFFERSON COUNTY FEDERAL LANDS ACCESS PROGRAM GRANT REQUEST AND COMMITMENT TO CONTRIBUTE MATCHING FUNDS

Councillor Seitz moved, seconded by Councillor Baker, to table Resolution No. 17 re Support of Jefferson County Federal Lands Access Program Grant Request and Commitment to Matching Funds, until a later date. After discussion on the dais, the motion to table carried unanimously.

TABLED RESOLUTION NO. 16 CALLING A CITY SPECIAL ELECTION AND SETTING A FIREFIGHTER COLLECTIVE BARGAINING BALLOT QUESTION FOR THE NOVEMBER 8, 2016 GENERAL ELECTION

Upon a motion by Councillor Pinter, seconded by Mayor Pro Tem Garcia, Resolution No. 16 Calling a City Special Election and Setting a Firefighter Collective Bargaining Ballot Question for the November 8, 2016 General Election was removed from the Table after a 7:0 vote.

Councillor Pinter moved, seconded by Mayor Pro-Tem Garcia, to table indefinitely Resolution No. 16. The motion carried unanimously.

ADJOURNMENT

There was no further business to come before the City Council, and hearing no objections, the Mayor adjourned the meeting at 8:58 p.m.

ATTEST:

Mayor

City Clerk



Agenda Item 4 A

Agenda Memorandum

City Council Meeting
April 25, 2016



SUBJECT: Day Without Hate Proclamation

Prepared By: Michelle Parker, City Clerk

Recommended City Council Action

Present a proclamation declaring April 29, 2016, to be A Day Without Hate.

Summary Statement

- “Day Without Hate” is a student-led grassroots organization that promotes nonviolence, respect, and unity within our schools.
- “Day Without Hate” was founded as a direct response to school violence and bullying. This yearly effort is an attempt to stop it, if only for one day.
- Wearing white on April 29, 2016, is a symbolic acknowledgement of victims of school shootings and part of an overall attempt to stop what causes these tragedies.
- Courtney Kauffman, senior from Standley Lake High School, will accept the Proclamation. Also attending will be Emery Hines, senior at Standley Lake High School; Ben Thompson, Standley Lake High School teacher and “Day Without Hate” Sponsor; and Ben Reed, “Day Without Hate” Executive Director.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

None identified.

Alternative

None identified.

Background Information

After hearing about the tragedy at Virginia Tech in 2007, a small committee of students and teachers at Standley Lake High School felt moved to do something to make a difference and to draw attention to the more frequent acts of school violence. They founded what is now a yearly event called “Day Without Hate.” Beginning in May of 2007, students and faculty at Standley Lake High School were encouraged to wear white as a symbol that demonstrates their commitment to nonviolence and trust in each other. The first annual “Day Without Hate” was an overwhelming success.

Since 2007, students across Colorado and the nation have decided to participate in the “Day Without Hate” on the last Friday of April on their own campuses and within their communities to declare that they will not tolerate violence or prejudice. “Day Without Hate” acknowledges anyone who has been affected by bullying or violence in their school or who is concerned or affected by recent occurrences of school violence. It is also a day of remembrance for victims of school violence and a day of hope meant to create a sense of unity in our school communities.

This proclamation addresses City Council’s Strategic Plan Goal of Vibrant, Inclusive, and Engaged Community by supporting important community issues and encouraging students to be actively involved in bettering their school environments.

Respectfully submitted,

Donald M. Tripp
City Manager

Attachment: Proclamation

WHEREAS, In May 2007, a small committee of Standley Lake High School students and teachers formed the first Day Without Hate. Their goal was to draw attention and promote nonviolence, respect, and unity within our schools; and

WHEREAS, Today, tens of thousands of students and community members across Jefferson County, the state of Colorado and the nation participate in Day Without Hate as a celebration of unity, a rejection of fear, and a commitment to work toward nonviolent solutions in any conflict in our schools; and

WHEREAS, We, as a community, are responsible for cultivating an atmosphere of tolerance among our diverse populations; and

WHEREAS, By publicly acknowledging and celebrating Day Without Hate, the City of Westminster makes a stand with our schools to reject fear and violence and work toward embracing our differences and promoting an inclusive, safe, and harmonious environment for all of our residents.

NOW, THEREFORE, I, Herb Atchison, Mayor of the City of Westminster, Colorado, on behalf of the entire City Council and Staff, do hereby proclaim Friday, April 29, 2016, to be

A DAY WITHOUT HATE

and commend the sound concept of promoting awareness of nonviolence, respect, and unity within our educational system and our community.

Signed this 25th day of April, 2016.

Herb Atchison, Mayor



Agenda Memorandum

City Council Meeting
April 25, 2016



SUBJECT: Community Pride Day Proclamation

Prepared By: Rod Larsen, Open Space Division Manager
Patti Wright, Open Space Supervisor

Recommended City Council Action

Present a proclamation to Rod Larsen, Open Space Division Manager proclaiming May 14, 2016, as Community Pride Day in the City of Westminster.

Summary Statement

- Community Pride Day began over 25 years ago as part of the Keep America Beautiful campaign.
- For 17 years, the City of Westminster and Hyland Hills Park and Recreation District have partnered for Community Pride Day, the largest annual volunteer trash cleanup in Westminster.
- Community Pride Day activities will include litter pickup in right-of-ways, greenbelts, trails, parks, and open space sites throughout the City and District. This cleanup program fosters residents' commitment to a cleaner community and attracts volunteers from scout troops, homeowners associations, schools, civic organizations, businesses, families, and church groups.
- Research has shown that removing litter and debris encourages and promotes a clean community, long after the cleanup is completed. Visible litter and trash give the impression that no one cares about their community or each other. Litter attracts more litter. This event promotes stewardship, sense of community, health and wellness, and social interaction.
- The event will conclude at Irving Street Park, 7392 Irving Street, with a barbeque sponsored by the City of Westminster, Hyland Hills Park and Recreation District, and the Westminster Rotary Club, with assistance from the Westminster Youth Advisory Panel. Food, entertainment, music, door prizes, and fire engine rides are featured at the barbeque. The Environmental Advisory Board will be present to encourage and educate residents to reduce, reuse, and recycle. National Drinking Water Week will also be promoted.

Expenditure Required: \$3,500

Source of Funds: POST Fund – Open Space Operating Funds

Policy Issue

None identified.

Alternative

None identified.

Background Information

Community Pride Day was established over 25 years ago in recognition of the Keep America Beautiful anti-litter campaign. This popular volunteer cleanup event has grown from a few hundred volunteers to over 1,000 volunteers last year.

This event is important to the community; even torrential rain in 2015 did not deter the litter cleanup. Groups went out when the weather cleared, ensuring a clean, safe community. This event fosters a sense of community and ownership, and demonstrates the integrity, responsibility, and commitment for which Westminster and Hyland Hills Park and Recreation District are known.

Volunteers are recruited through email, flyers, Channel 8, banners, newsletters, social media, etc. Interested participants contact Patti Wright in the weeks preceding the event to register. Many of the volunteers return year after year. Groups are assigned to areas that are as convenient as possible and age-appropriate for group members. Individual registrants are included in a group that is assigned as needed the week before the event. This process ensures that volunteers are working throughout the City.

On May 14, 2016, volunteers will begin cleaning up along designated routes at approximately 8 a.m. After completion of their cleanup, volunteers meet at Irving Street Park to celebrate their hard work with food, entertainment, and prizes. The barbecue's entertainment includes music and games provided by Jackman Brothers Entertainment, Inc. Additional entertainment is provided by dancers from Westminster's Youth Dance Program. The Westminster Fire Department provides rides in the antique fire engine. Hotdogs, veggie burgers and hamburgers will be prepared, courtesy of the Westminster Rotary Club chefs, along with soda pop, chips, and dessert. Partnership with the Westminster Rotary Club and donations by the City of Westminster, Hyland Hills Park and Recreation District, and area merchants are instrumental in providing a quality event for the volunteers.

Mayor Herb Atchison is requested to read the Community Pride Day proclamation at the barbecue and recognize sponsors for their donations. The Westminster Youth Advisory Panel is also volunteering at the barbecue to help make it a success.

Community Pride Day provides an opportunity to advance the mission statement of Parks, Recreation and Libraries: Together we create exceptional opportunities for a vibrant community with a commitment to nature, wellness and literacy. A vibrant community is one in which residents can look proudly at clean streets, trails, open space and parks, and know they make a difference in the beauty of our community. In addition, a commitment to nature includes the health and vitality of our natural areas, which requires the removal of trash and debris. By engaging volunteers in this activity, the power of the event surpasses the one-day cleanup and becomes an ongoing commitment from residents to protect and advocate for their city. The continued popularity of this event and the dedication of the volunteers demonstrate that many people enjoy the immediate positive impact of cleaning up trash, as well as the feeling of community as they come together as one large group.

The Parks, Recreation and Libraries Needs Assessment (July 2013) reported the following: “Respondents indicated that protecting the natural environment, creating a beautiful community, providing green, natural spaces, trails and paths and opportunities to support wellness were the most important purposes of parks and recreation.” Community Pride Day provides the opportunity to support these purposes. Cleaning up trash and debris protects the environment and creates a beautiful community. The importance of natural spaces, trails, and paths would be greatly impaired if unsightly and dangerous litter and trash built up. There is even an element of wellness as participants get outside, walk, bend, and reach.

It should be noted that many children participate in Community Pride Day with their families, scouts, schools and churches. This instills values and community involvement in our future residents, voters, and decision makers. Community Pride Day allows volunteers to easily register and participate, which appeals to the current busy generation. Everything is provided – trash bags, pick up of filled bags, assigned location, and great barbeque. Community Pride Day is exactly as its name implies – a day to feel proud of one’s city. Our volunteers make this a day that truly makes a difference in our community as we start our busy summer season.

The relocation of the volunteer barbecue to Irving Street Park promotes a community spirit in this portion of the City. Information regarding the Transit-Oriented Development (TOD) project will be displayed at the barbecue, as well as information from RTD to introduce the new commuter rail transit system.

Community Pride Day addresses two of City Council’s Strategic Plan Goals: Vibrant, Inclusive and Engaged Community and maintaining a Beautiful, Desirable, Safe, and Environmentally Responsible City. Community Pride Day brings residents together from all over the City with the shared purpose of cleaning and beautifying our City. The volunteers' community pride is celebrated by everyone at the free barbecue. Their engagement ensures a beautiful and desirable city, with an emphasis on environmental responsibility.

Respectfully submitted,

Donald M. Tripp
City Manager

Attachment - Proclamation

WHEREAS, The City of Westminster and Hyland Hills Park and Recreation District have joined together to mobilize citizens to take action in their communities;

WHEREAS, The goal of Community Pride Day is to bring together youth, government, businesses, families, churches, neighborhoods, and community leaders to help clean up the City and Hyland Hills Park and Recreation District and share pride in our community;

WHEREAS, Westminster and Hyland Hills Park and Recreation District have organized a cleanup program with sponsors and donations from the community; and

WHEREAS, The caring citizen-volunteers of our communities are ready and willing to do their part to engage in cleanup activities and demonstrate their civic pride and individual responsibility.

NOW, THEREFORE, I, Herb Atchison, Mayor of the City of Westminster, Colorado, on behalf of the entire City Council and Staff, do hereby proclaim May 14, 2016,

COMMUNITY PRIDE DAY

in the City of Westminster and call upon all citizens and civic organizations to recognize and support the efforts of the volunteers and citizens who take pride in keeping Westminster and Hyland Hills Park and Recreation District clean places to live.

Signed this 25th day of April, 2016.

Herb Atchison, Mayor



Agenda Item 4 C

Agenda Memorandum

City Council Meeting
April 25, 2016



SUBJECT: Proclamation Recognizing National Water Safety Month

Prepared By: Justin Cutler, Recreation Services Manager

Recommended City Council Action

Mayor Atchison and City Council to proclaim May as Water Safety Month and encourage all Westminster residents to learn to swim.

Summary Statement

- Every day, ten (10) people die from unintentional drowning. Of these, 2 are children aged 14 or younger. (CDC)
- Drowning ranks as the 3rd leading cause of unintentional death worldwide. (CDC)
- The main factors that affect drowning risk are the lack of swimming ability, lack of barriers to prevent unsupervised water access, and lack of close supervision.
- In 2014, Westminster Aquatics adopted the Starfish Aquatics Institute Swim Lesson Program due to its curriculum focus on water safety. Westminster has added more swimming lessons for the public, which include infant/parent lessons, youth lessons, adult lessons, and Spanish speaking lessons.
- In 2015, Westminster Aquatics taught over 3,000 people how to swim and provided over 1,100 private swim lessons.
- Westminster citizens identified swimming and swim lessons as a top program priority (2nd only to playgrounds) in the 2013 PRL Citizen Survey.
- Westminster Aquatics will be participating in the World's Largest Swim Lesson and hosting free swim lessons on June 24, 2016.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

None identified.

Alternative

None identified.

Background Information

National Water Safety Month is an annual awareness campaign coordinated by The Association of Pool & Spa Professionals with support from the National Recreation & Parks Association, the American Red Cross, and the World Waterpark Association. These organizations represent businesses and other individuals and agencies involved in bringing safe, enjoyable aquatic activities to the American public, from home pools and spas, to waterparks and resort, to public swimming and water recreation facilities.

The Starfish Aquatics Institute Mission is to reduce drowning and save lives by providing reputable and responsive aquatic safety training programs and services delivered to the public through a network of friendly, knowledgeable aquatic professionals who serve as independent training providers.

The nation's top water safety and training organizations are joining forces to present The World's Largest Swimming Lesson™ (WLSL), Friday, June 24, 2016, to build awareness about the vital importance of teaching children to swim to help prevent drowning. On June 24, waterparks, pools, and other aquatic facilities around the globe will host local WLSL lessons to make noise that *Swimming Lessons Save Lives*.

Providing exceptional Aquatic experiences for our residents and visitors supports strategic the Plan Goal of Beautiful, Desirable, Safe, and Environmentally Responsible City leading to safer communities, improved quality of life, and improved health and wellness

Respectfully submitted,

Donald M. Tripp
City Manager

Attachment: Proclamation

WHEREAS, citizens of Westminster, Colorado, recognize the vital role that swimming and aquatic-related activities relate to good physical and mental health and enhance the quality of life for all people;

WHEREAS, the citizens of Westminster, Colorado, understand the essential role that education regarding the topic of Water Safety plays in preventing drowning and recreational water-related injuries;

WHEREAS, the citizens of Westminster, Colorado, are aware of the contributions made by the recreational water industry, as represented by the Association of Pool & Spa Professionals, the National Recreation & Park Association, and the World Waterpark Association in developing safe swimming facilities, aquatic programs, home pools and spas, and related activities providing healthy places to recreate, learn and grow, build self-esteem, confidence and sense of self-worth which contributes to the quality of life in our community;

WHEREAS, the citizens of Westminster, Colorado, recognize the ongoing efforts and commitments to educate the public on pool and spa safety issues and initiatives by the pool, spa, waterpark, recreation, and parks industries;

WHEREAS, the citizens of Westminster, Colorado, understand the vital importance of communicating Water Safety rules and programs to families and individuals of all ages, whether owners of private pools, users of public swimming facilities, or visitors to waterparks; and

WHEREAS, on June 24, 2016, the City of Westminster will join thousands of other partners to participate in the World's Largest Swim Lesson.

NOW, THEREFORE I, HERB ATCHISON, Mayor of the City of Westminster, on behalf of the entire City Council and Staff do hereby publicly proclaim the month of May, 2016,

NATIONAL WATER SAFETY MONTH

and encourage all Westminster residents to learn to swim.

Signed this 25th day of April, 2016.

Herb Atchison



Agenda Memorandum

City Council Meeting
April 25, 2016



SUBJECT: Drinking Water Week Proclamation

Prepared By: Mary Fabisiak, Water Quality Administrator
Cathy Shugarts, Water Quality Specialist

Recommended City Council Action

Proclaim May 1 through 7, 2016, as Drinking Water Week in the City of Westminster.

Summary Statement

The American Water Works Association and its nationwide members celebrate Drinking Water Week across the country. During the month of May, the Public Works and Utilities Department will participate in outreach events to educate and inform the public about the City's various water programs.

This Proclamation represents City Council's continued support of the City's goals to protect the water supply and system infrastructure and provide safe, clean water for its residents. Public Works and Utilities Department Staff in attendance at the City Council meeting to accept the proclamation for the City of Westminster include Mary Fabisiak, Stephen Gay, Roger Harshman, Max Kirschbaum, Tom Scribner, and Cathy Shugarts.

Fiscal Impact: \$0

Source of Funds: N/A

Policy Issue

None Identified

Alternative

None Identified

Background Information

The week of May 1 through 7, 2016, is Drinking Water Week in Westminster and across the country, serving as a reminder of the daily importance of providing safe and clean drinking water.

The Safe Drinking Water Act of 1974 protected water customers in the United States by adopting minimum health-based standards for acceptable drinking water quality and establishing regulatory accountability for water suppliers. Amendments to the Act in 1986 and 1996 increased the effectiveness and protection of drinking water and raw water supplies.

For more than 35 years, the American Water Works Association and its nationwide members have celebrated Drinking Water Week to provide a unique opportunity for both water professionals and the communities they serve to join together to recognize the vital role water plays in our daily lives. The water community is committed to the idea that by challenging consumers to evaluate how they currently value, use and, access water, more can be done to protect it now and for future generations.

This proclamation and the City's Drinking Water Week program support the City's goals of Excellence in City Services and Beautiful, Desirable, Environmentally Responsible City by highlighting the protection of Standley Lake and its watershed as our drinking water supply and by providing educational opportunities for the residents of Westminster to learn about their drinking water.

Respectfully submitted,

Donald M. Tripp
City Manager

Attachment: Proclamation

WHEREAS, water is our most valuable natural resource; and

WHEREAS, only tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy; and

WHEREAS, any measure of a successful society – low mortality rates, economic growth and diversity, productivity, and public safety – are in some way related to access to safe water; and

WHEREAS, we are all stewards of the water infrastructure upon which future generations depend; and

WHEREAS, each citizen of our City is called upon to help protect our source waters from pollution, to practice water conservation, and to get involved in local water issues by getting to know their water.

NOW, THEREFORE, I, Herb Atchison, Mayor of the City of Westminster, Colorado, on behalf of the entire City Council and Staff, do hereby proclaim the week of May 1 through 7, 2016, as

DRINKING WATER WEEK

in the City of Westminster and ask all citizens to join in extending our appreciation to our Public Works and Utilities Department employees whose vision, expertise and dedication provide residents with the high quality drinking water we enjoy.

Signed this 25th day of April, 2016.

Herb Atchison, Mayor



Agenda Memorandum

City Council Meeting
April 25, 2016



SUBJECT: Financial Report for March 2016

Prepared By: Tammy Hitchens, Finance Director

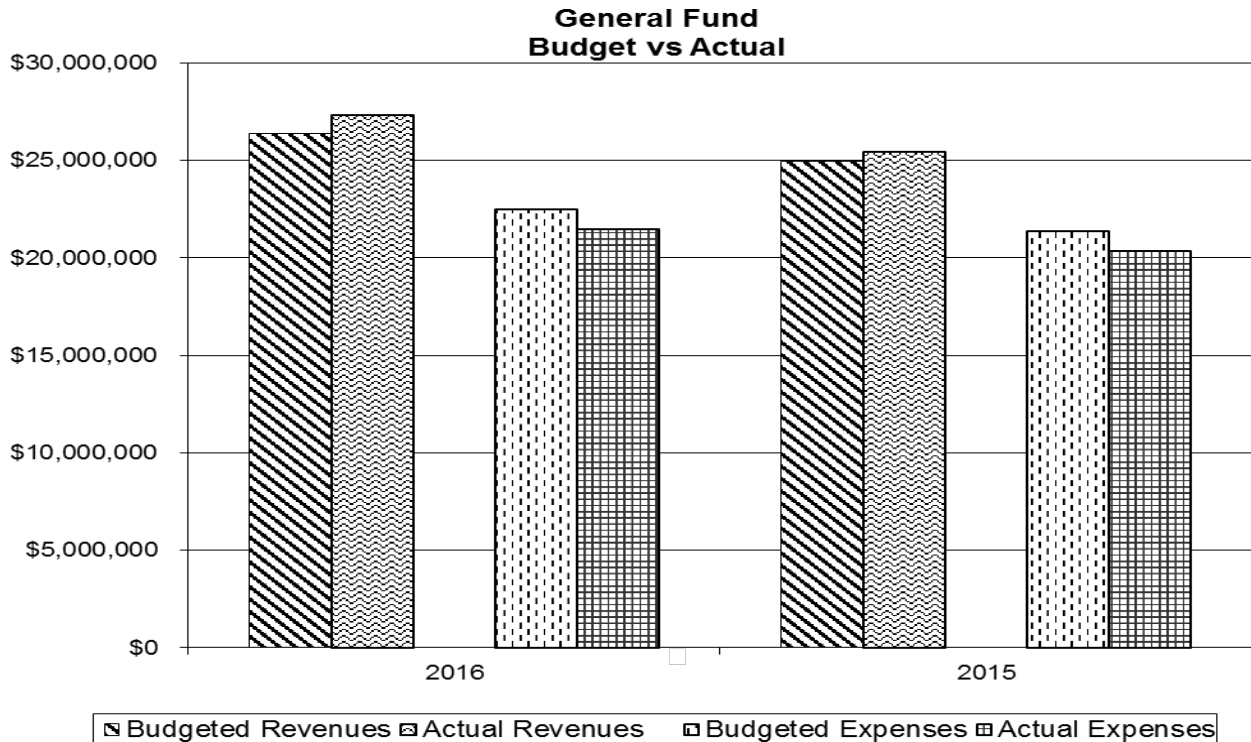
Recommended City Council Action

Accept the Financial Report for March as presented.

Summary Statement

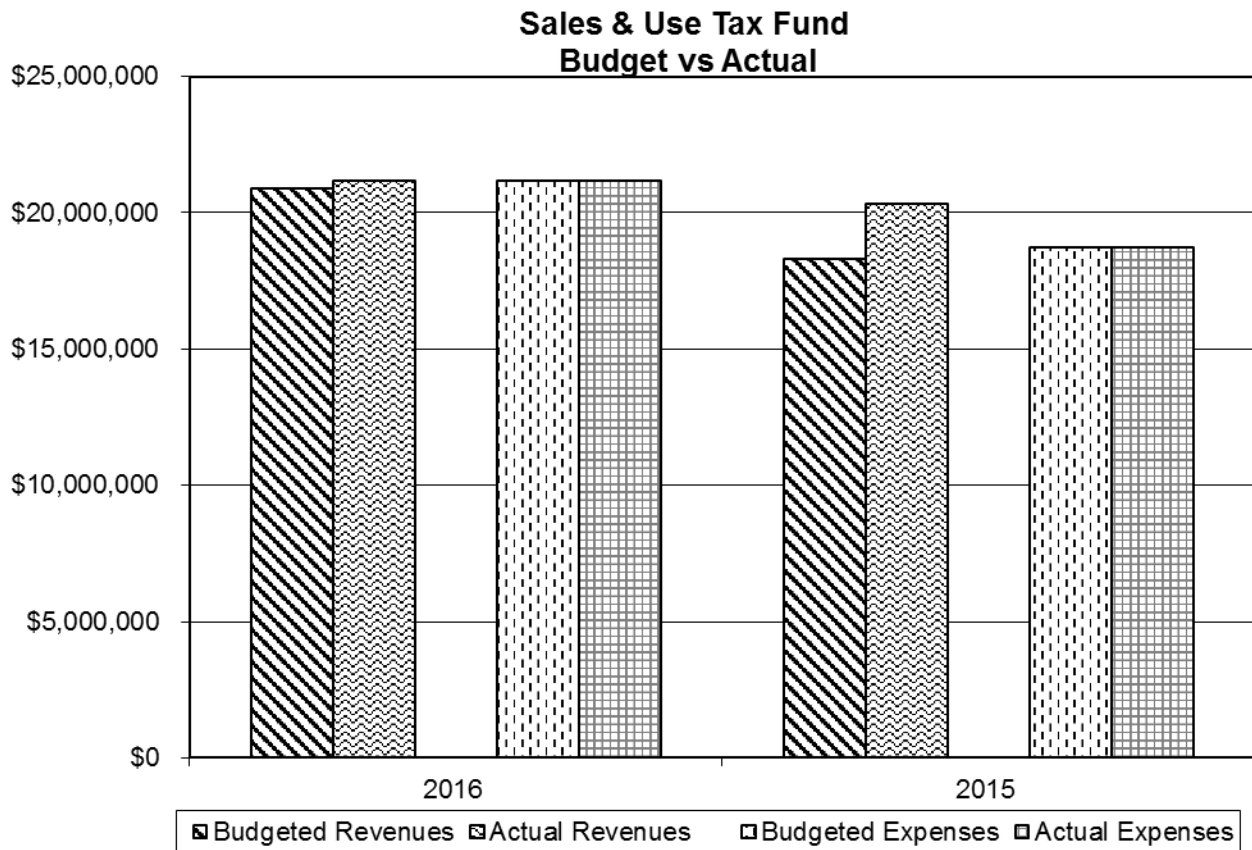
City Council is requested to review and accept the attached monthly financial statement. The Shopping Center Report is also attached. Unless otherwise indicated, “budget” refers to the pro-rated budget. The budget numbers that are presented reflect the City’s amended adopted budget. Both revenues and expense are pro-rated based on 10-year historical averages.

Current projections show General Fund revenues exceeding expenditures by \$1,936,589. The following graph represents Budget vs. Actual for 2015-2016.

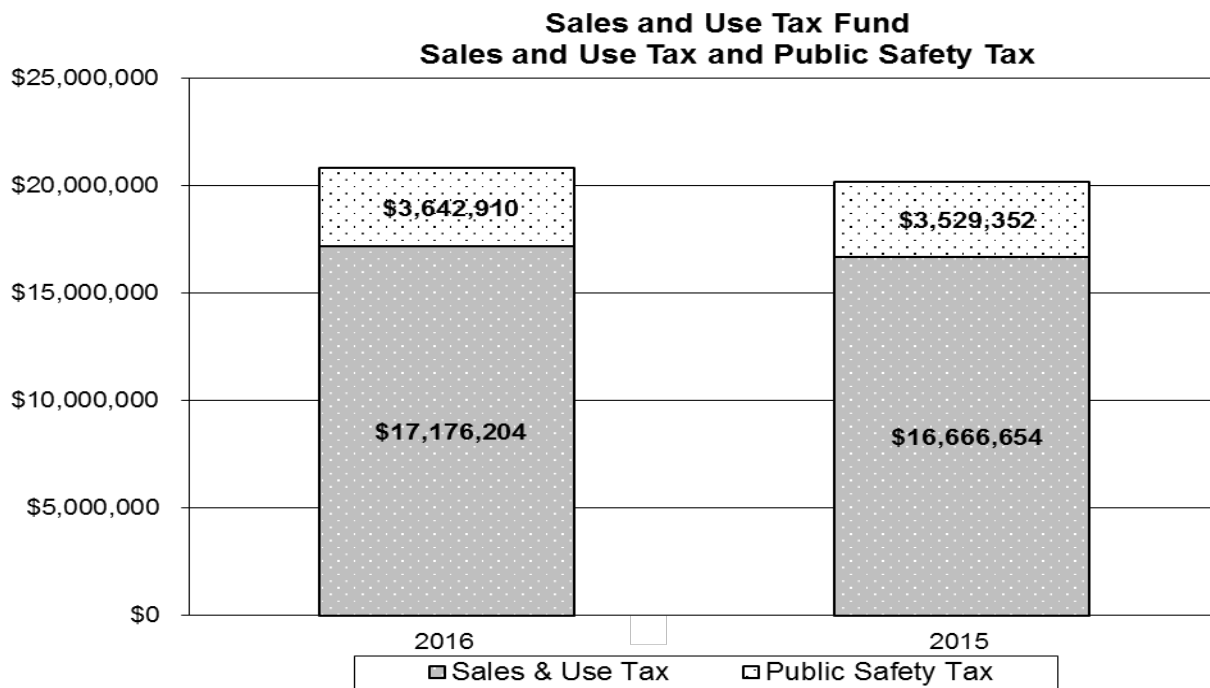


Current projections show the Sales and Use Tax Fund revenues exceeding expenditures by \$279,728. On a year-to-date cash basis, total sales and use tax is up by 3.1% from 2015. Key components are listed below:

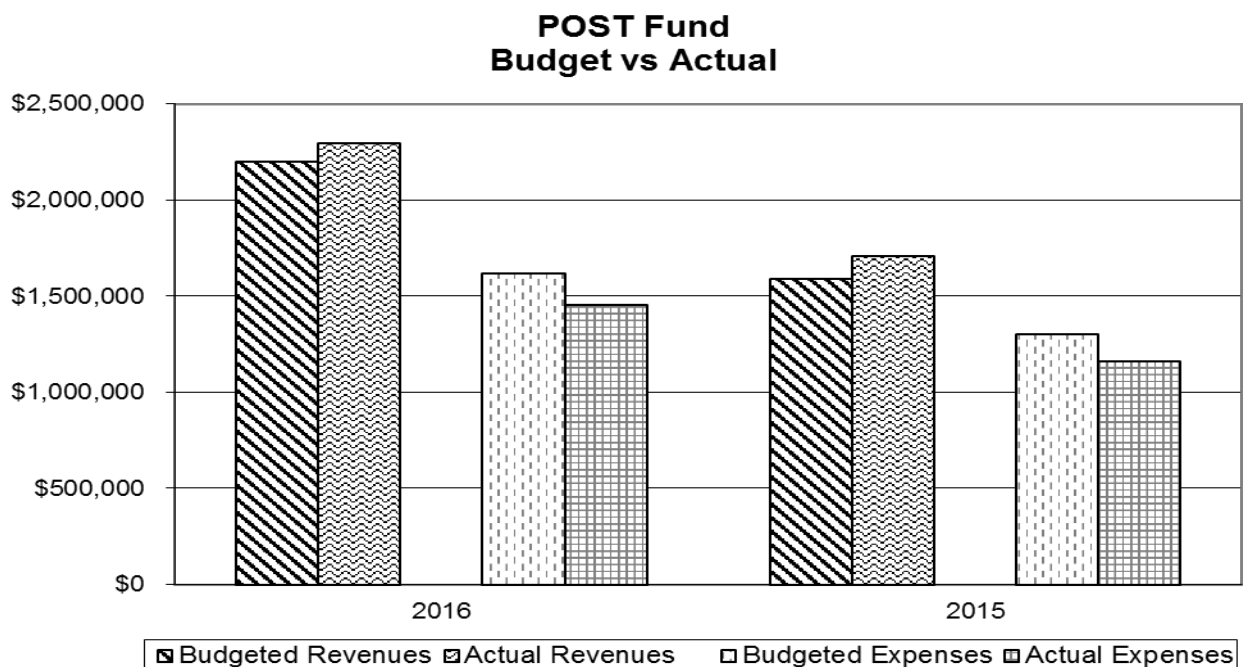
- On a year-to-date basis, across the top 25 shopping centers, total sales and use tax receipts are up 6.0% from the prior year.
- Sales tax receipts from the top 50 Sales Taxpayers, representing about 57.4% of all collections, are up 7.8% for the month when compared to 2015.
- Urban renewal areas make up 39.3% of gross sales tax collections. After urban renewal area and economic development assistance adjustments, 85.0% of this money is being retained for General Fund use in operating the City.



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

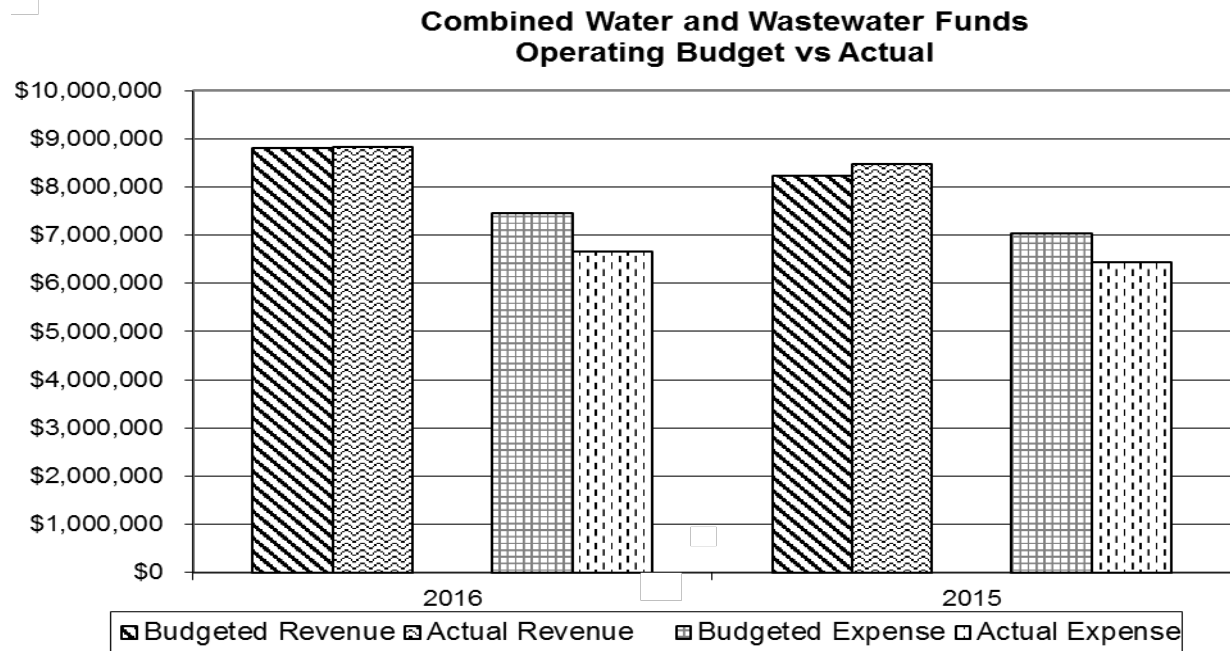


Current projections show Parks, Open Space and Trails (POST) Fund revenues and carryover exceeding expenditures by \$264,704.

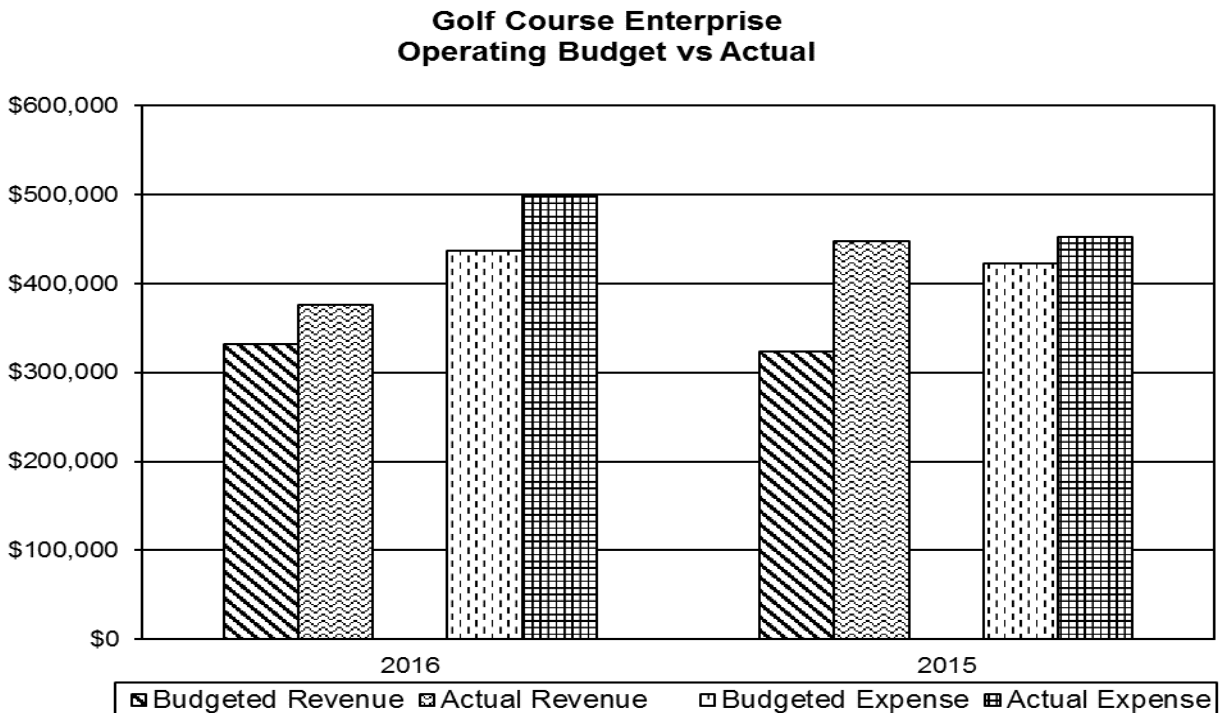


The year over year increase in revenue is primarily attributable to carryover as well as a license fee granting developer access to parkland property for the installation of drainage improvements.

Overall, current projections show combined Water and Wastewater Fund revenues under expenditures by \$596,486, mostly due to tap fees. Operating projections show combined Water and Wastewater Fund revenues exceeding expenditures by \$804,215.



Current projections show combined Golf Course Fund revenues and carryover under expenditures by \$14,525. Operating projections show combined Golf Course Fund revenues under expenditures by \$18,160.



The budget to actual revenue variances for both 2016 and 2015 are due mostly to Green Fees. The budget to actual expenditure variance for both 2016 and 2015 are due mostly to personnel services and contract services.

Policy Issue

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

Alternative

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

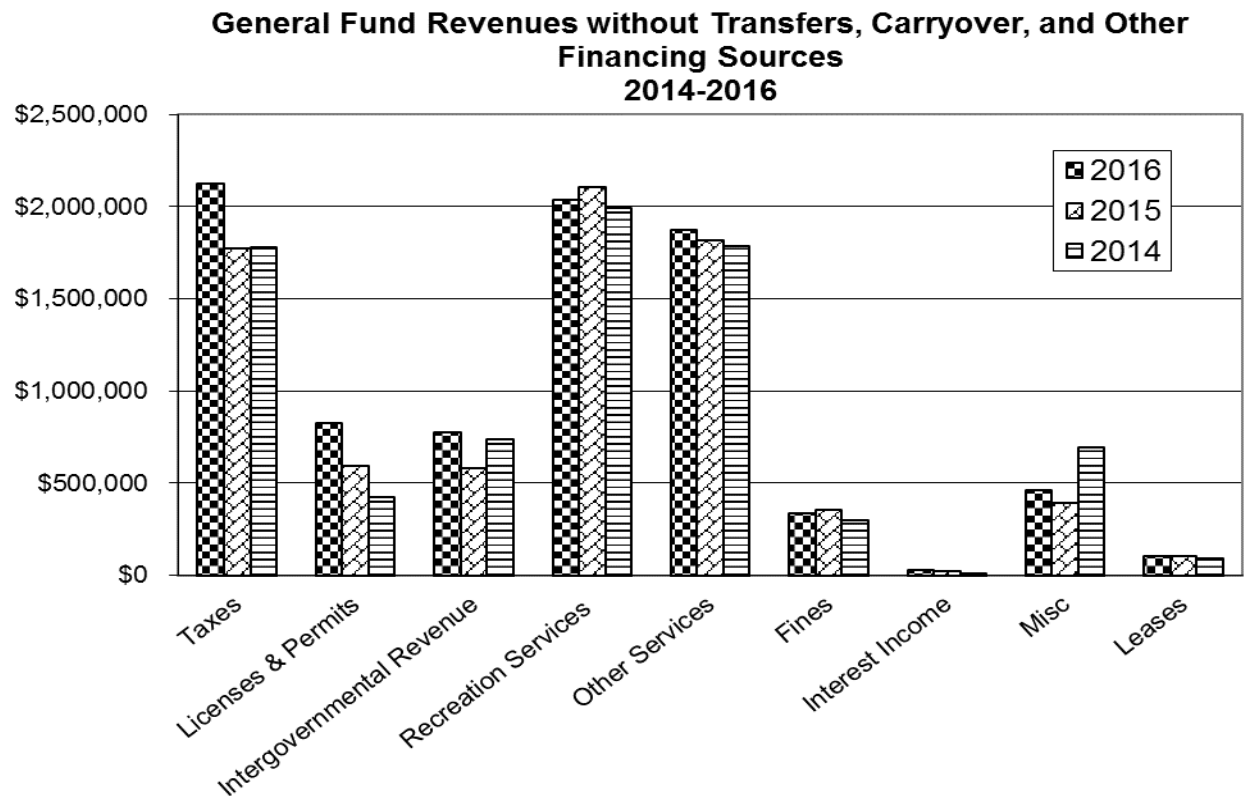
Background Information

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

General Fund

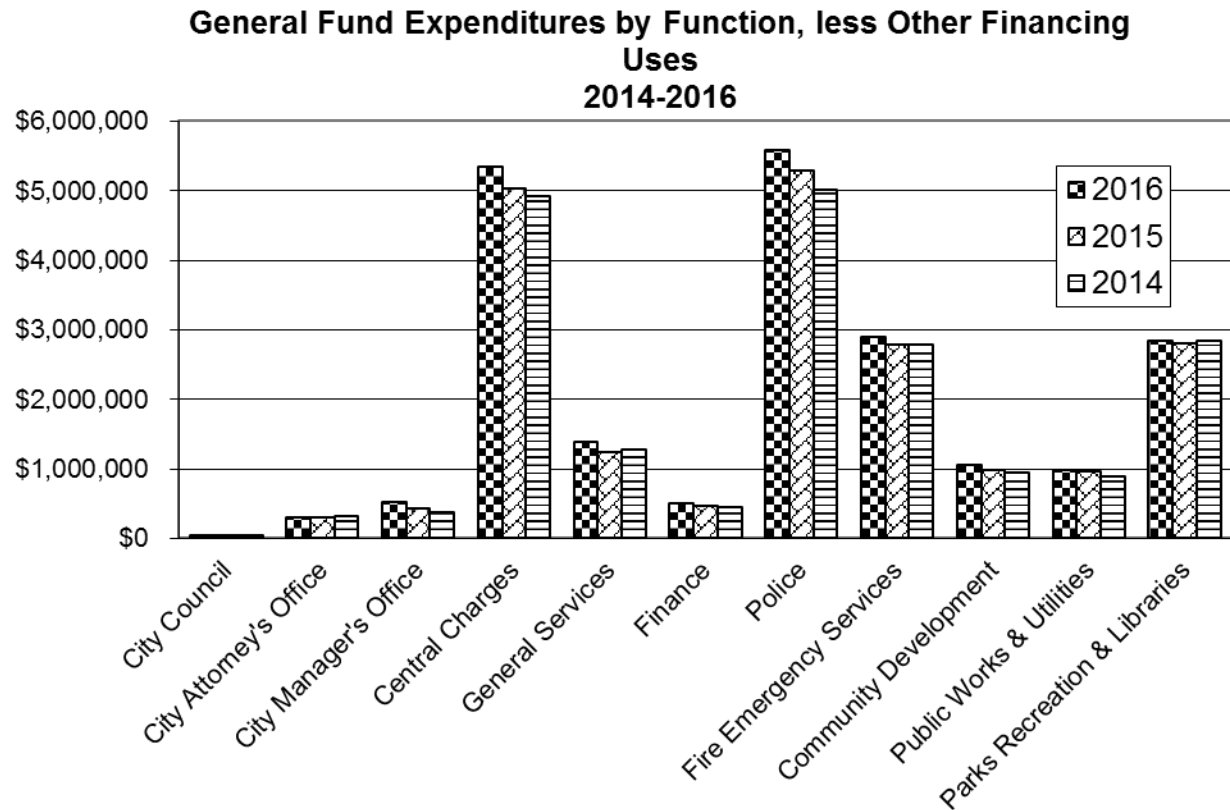
This fund reflects the result of the City’s operating departments: Police, Fire, Public Works (Street Operations), Parks Recreation and Libraries, Community Development, and the internal service functions: City Manager, City Attorney, Finance, and General Services.

The following chart represents the trend in actual revenues from 2014-2016 year-to-date.



Tax revenue is higher than the prior two years due to an increase in property taxes received from both Jefferson and Adams County. Licenses and Permits revenue is higher than the prior two years due to commercial and residential permitting activity. Intergovernmental revenue is lower in 2015 mainly due to a decrease in Highway Users Tax Fund receipts received. Miscellaneous revenue in 2014 reflects a one-time reimbursement from WEDA for costs incurred in the South Sheridan URA.

The following chart identifies where the City is focusing its resources. The chart shows year-to-date spending for 2014-2016.

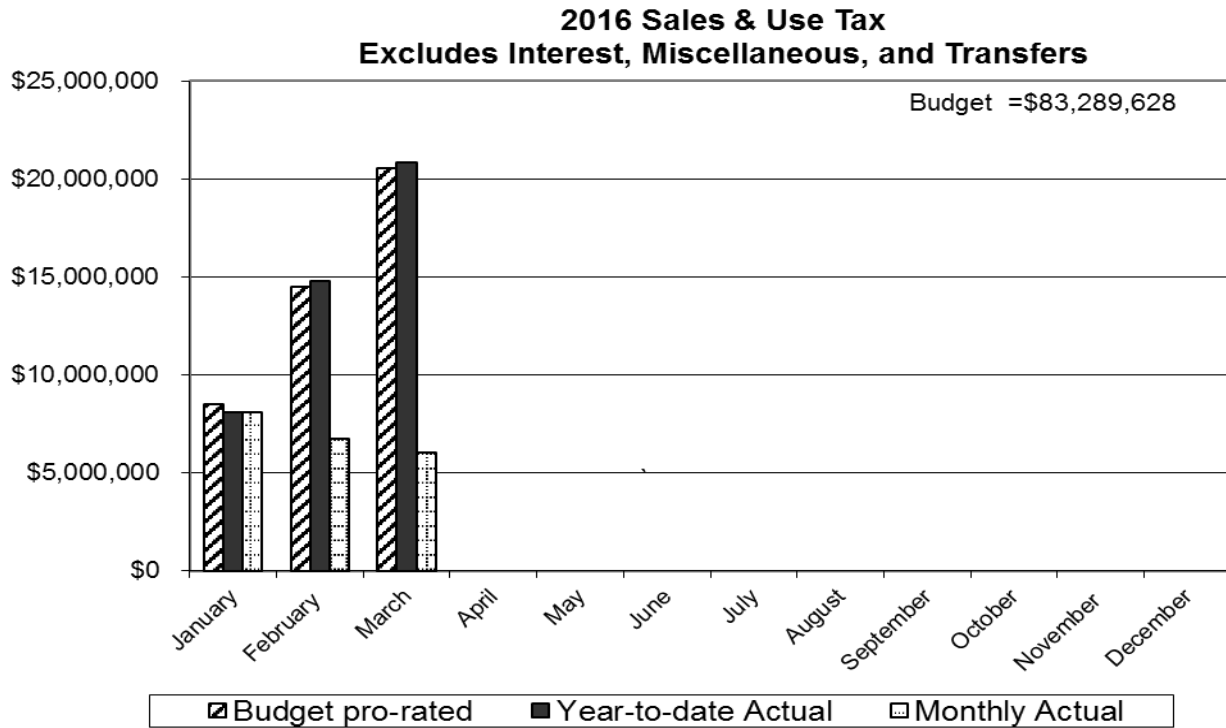


Central Charges is higher in 2016 compared to previous years mostly due to an increase in personnel services and contract services. Police is higher than prior years due mostly to an overall increase in budgets of the Police Department Investigative Services and Patrol Divisions.

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

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

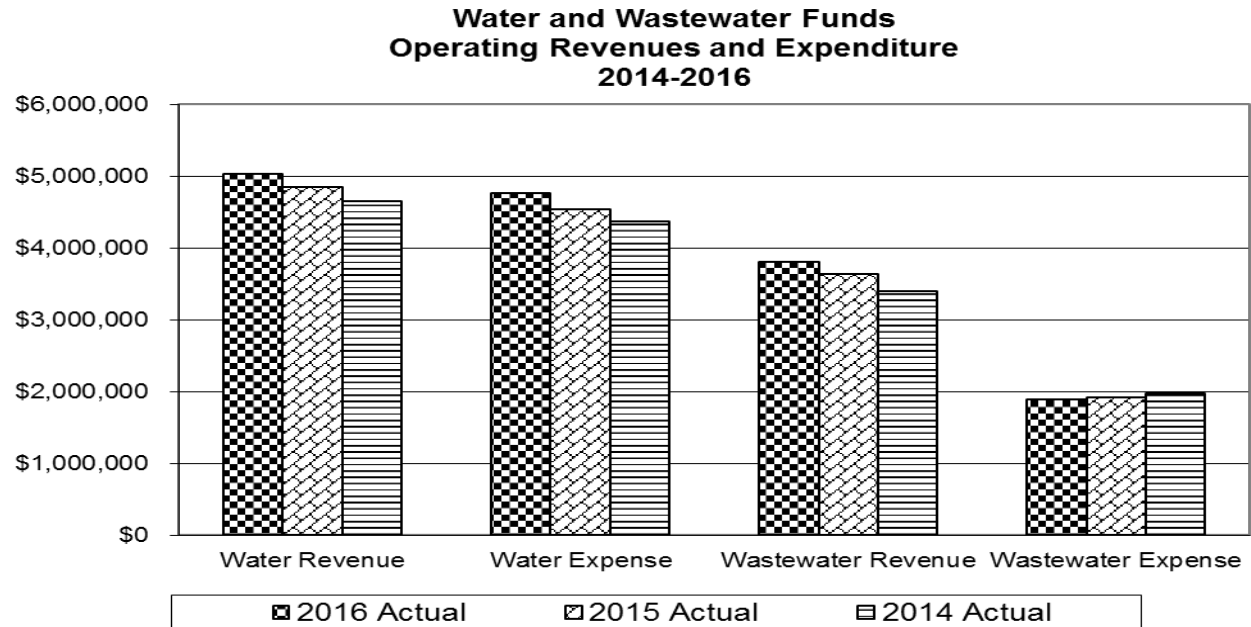
This chart indicates how the City’s Sales and Use Tax revenues are being collected on a monthly basis. This chart does not include Parks, Open Space and Trails Sales & Use Tax.



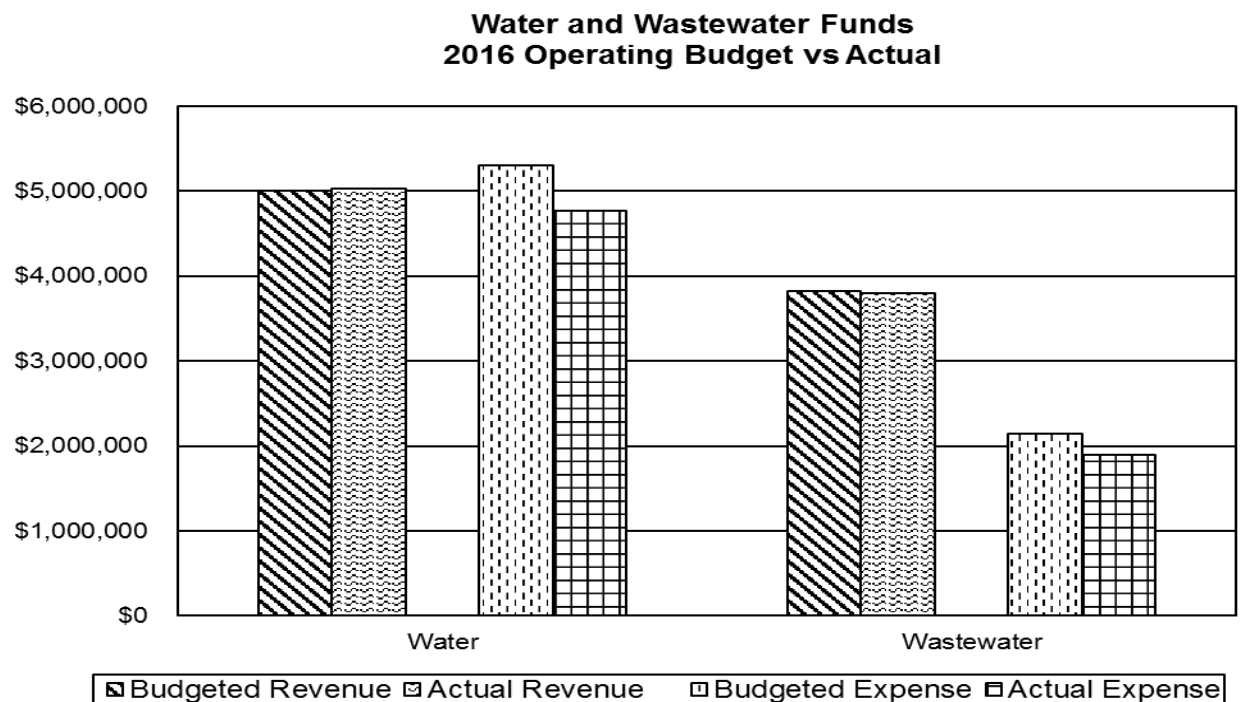
Water, Wastewater and Storm Water Drainage Funds (The Utility Enterprise)

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

The following graphs represent segment information for the Water and Wastewater funds.

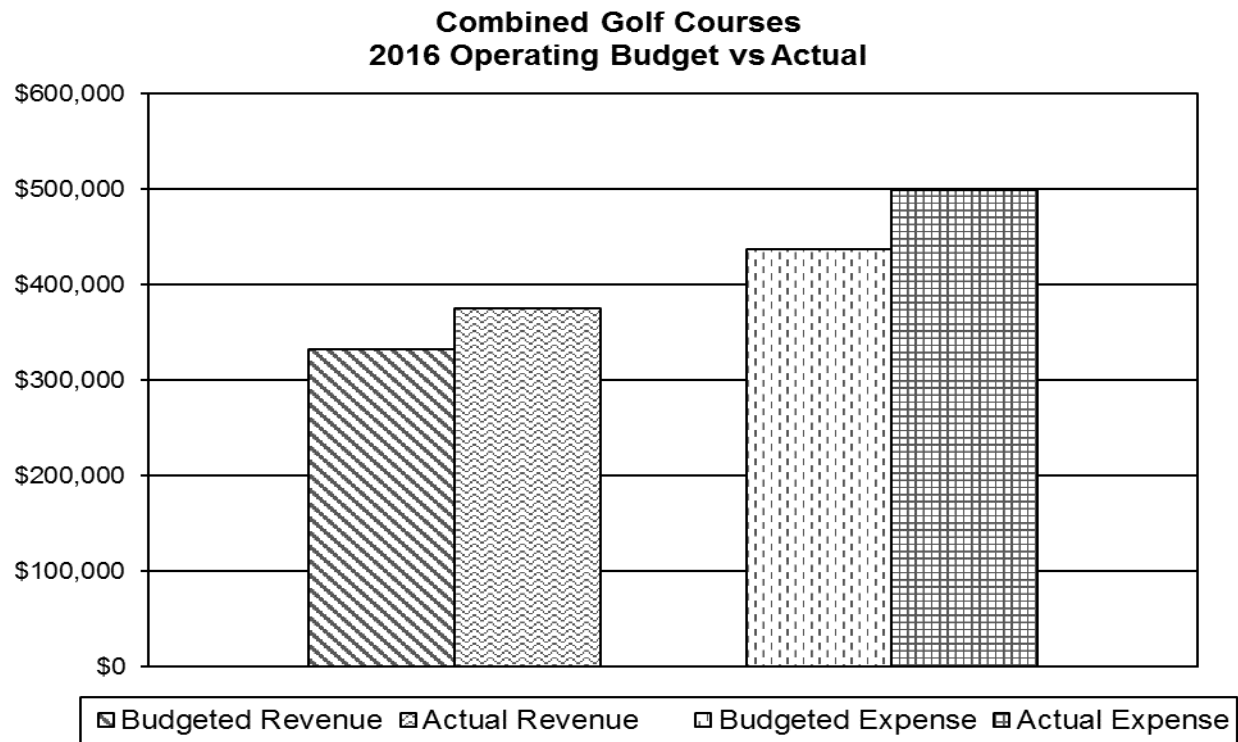


Fluctuations in revenue are mostly due to the effect of climatic variations on water consumption as well as changes in billing rates.



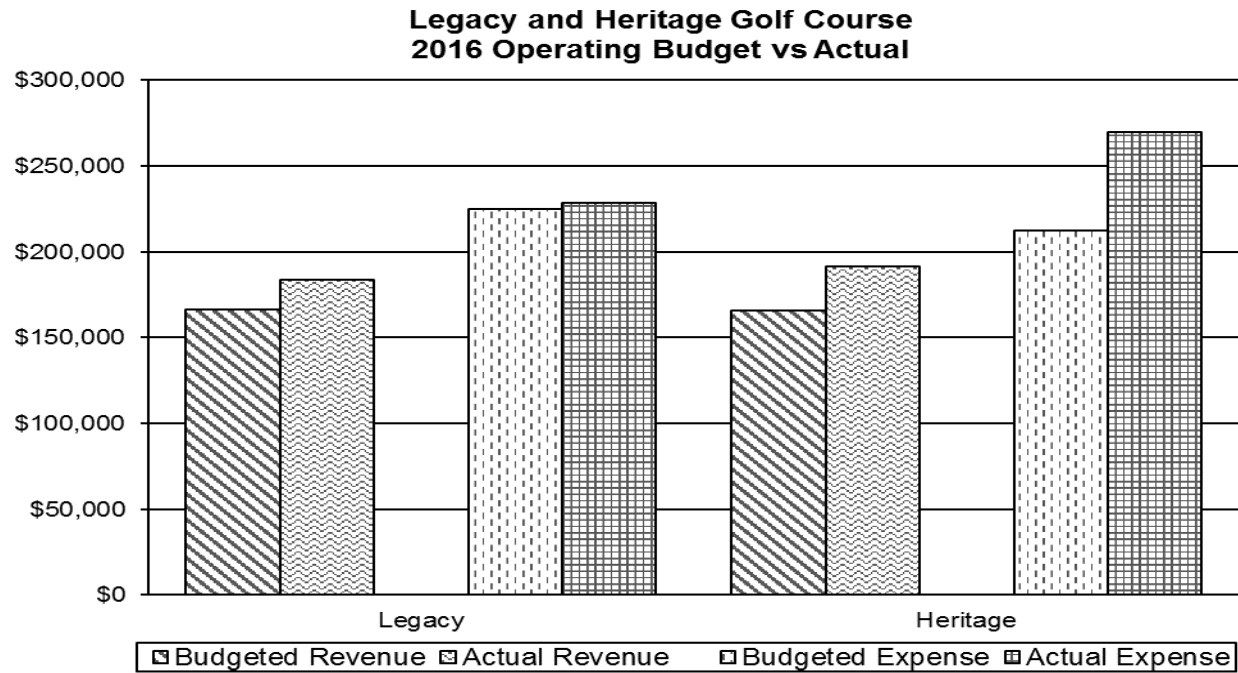
Golf Course Enterprise (Legacy and Heritage Golf Courses)

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

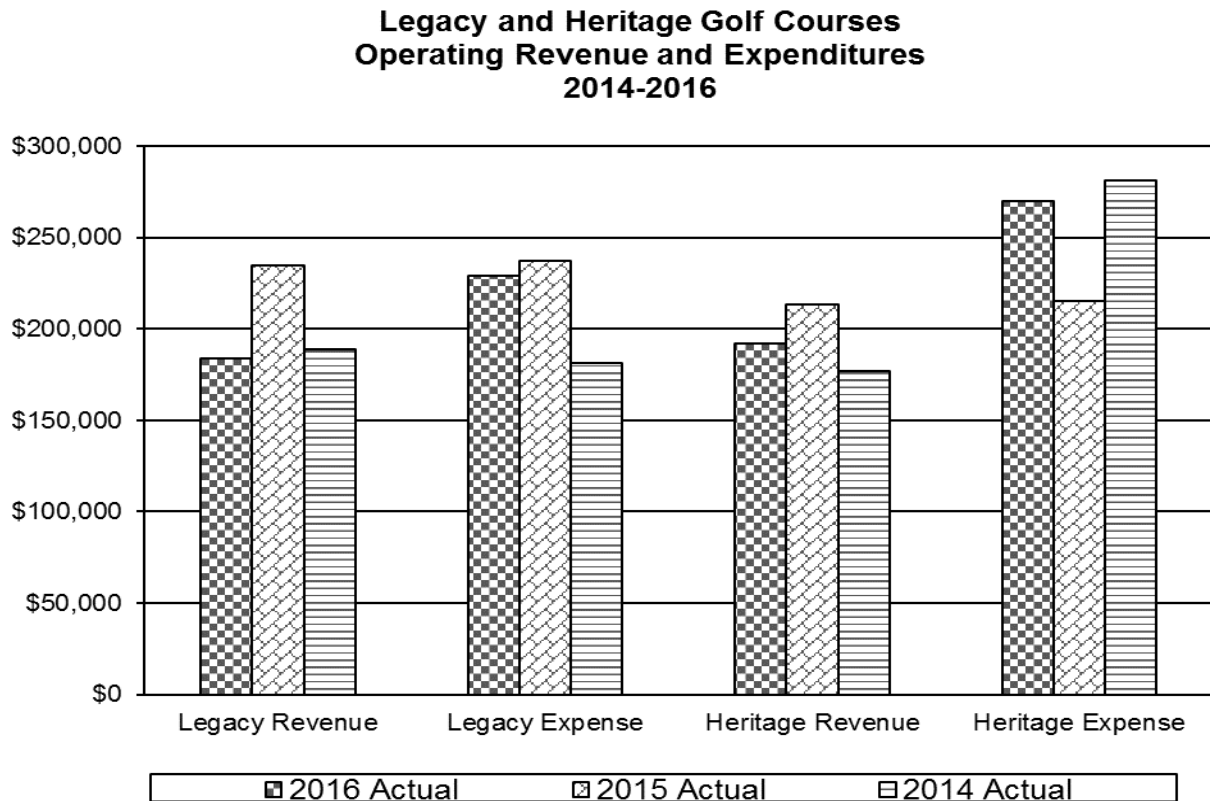


The budget to actual revenue variances is mostly due to Green Fees as a result of favorable winter weather and the expenditure variance is mainly due to personnel services and contract services.

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



Green Fees are driving the budget to actual revenue variances at both courses. The unfavorable expenditure variance at Heritage is mostly due to salaries, electricity and gas, and merchandise for resale.



Fluctuations in golf course revenue are largely due to the effect of climatic variations on play from year to year. Legacy expense in 2016 and 2015 exceeds that in 2014 due to health insurance premiums and energy costs. Legacy expense in 2015 also includes the purchase of a vehicle. Heritage expense in both

2016 and 2014 is higher due to personnel services, energy and commodity costs such as merchandise for resale.

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

Respectfully submitted,

Donald M. Tripp
City Manager

Attachments

- Financial Statements
- Shopping Center Report

**City of Westminster
Financial Statement
For Three Months Ending March 31, 2016**

Description General Fund	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Revenues						
Taxes	5,987,490	1,848,596		2,123,722	275,126	114.9%
Licenses & Permits	1,778,151	391,341		824,084	432,743	210.6%
Intergovernmental Revenue	6,111,815	715,556		778,070	62,514	108.7%
Charges for Services						
Recreation Services	7,455,835	1,940,622	(1)	2,036,937	96,315	105.0%
Other Services	10,514,715	1,952,768		1,870,412	(82,356)	95.8%
Fines	1,585,000	383,435		336,753	(46,682)	87.8%
Interest Income	85,000	17,037		29,378	12,341	172.4%
Miscellaneous	1,671,321	274,385		462,002	187,617	168.4%
Leases	401,779	104,162		104,162	0	100.0%
Interfund Transfers	74,926,633	18,731,658		18,731,658	0	100.0%
Total Revenues	<u>110,517,739</u>	<u>26,359,560</u>		<u>27,297,178</u>	<u>937,618</u>	<u>103.6%</u>
Expenditures						
City Council	268,525	51,563		41,629	(9,934)	80.7%
City Attorney's Office	1,429,560	311,853		295,343	(16,510)	94.7%
City Manager's Office	3,002,689	699,833		530,097	(169,736)	75.7%
Central Charges	28,829,139	5,563,173		5,350,401	(212,772)	96.2%
General Services	6,827,038	1,430,470		1,382,731	(47,739)	96.7%
Finance	2,354,605	496,975		503,589	6,614	101.3%
Police	23,348,727	5,445,972		5,584,869	138,897	102.6%
Fire Emergency Services	13,731,425	3,048,266		2,896,361	(151,905)	95.0%
Community Development	5,359,640	1,175,691		1,062,893	(112,798)	90.4%
Public Works & Utilities	9,258,731	1,158,982		989,228	(169,754)	85.4%
Parks, Recreation & Libraries	16,107,660	3,090,628		2,837,294	(253,334)	91.8%
Total Expenditures	<u>110,517,739</u>	<u>22,473,406</u>		<u>21,474,435</u>	<u>(998,971)</u>	<u>95.6%</u>
Revenues Over(Under) Expenditures	<u>0</u>	<u>3,886,154</u>		<u>5,822,743</u>	<u>1,936,589</u>	

(1) Favorable budget to actual variance due to the sale of boat permits and recreation pass promotions.

**City of Westminster
Financial Statement
For Three Months Ending March 31, 2016**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Sales and Use Tax Fund						
Revenues						
Sales Tax						
Sales Tax Returns	56,964,603	14,526,349		14,327,693	(198,656)	98.6%
Sales Tx Audit Revenues	729,000	182,250		391,192	208,942	214.6%
S-T Rev. STX	<u>57,693,603</u>	<u>14,708,599</u>		<u>14,718,885</u>	<u>10,286</u>	<u>100.1%</u>
Use Tax						
Use Tax Returns	10,320,000	2,038,470		2,312,403	273,933	113.4%
Use Tax Audit Revenues	785,000	196,250		144,916	(51,334)	73.8%
S-T Rev. UTX	<u>11,105,000</u>	<u>2,234,720</u>		<u>2,457,319</u>	<u>222,599</u>	<u>110.0%</u>
Total STX and UTX	<u><u>68,798,603</u></u>	<u><u>16,943,319</u></u>		<u><u>17,176,204</u></u>	<u><u>232,885</u></u>	<u><u>101.4%</u></u>
Public Safety Tax						
PST Tax Returns	14,182,525	3,541,225		3,535,730	(5,495)	99.8%
PST Audit Revenues	308,500	77,125		107,180	30,055	139.0%
Total Rev. PST	<u>14,491,025</u>	<u>3,618,350</u>		<u>3,642,910</u>	<u>24,560</u>	<u>100.7%</u>
Interest Income	51,000	12,750		35,033	22,283	274.8%
Interfund Transfers	1,333,647	333,412		333,412	0	100.0%
Total Revenues	<u><u>84,674,275</u></u>	<u><u>20,907,831</u></u>		<u><u>21,187,559</u></u>	<u><u>279,728</u></u>	<u><u>101.3%</u></u>
Expenditures						
Central Charges	<u>84,674,275</u>	<u>21,168,569</u>		<u>21,168,569</u>	<u>0</u>	<u>100.0%</u>
Revenues Over(Under) Expenditures	<u><u>0</u></u>	<u><u>(260,738)</u></u>		<u><u>18,990</u></u>	<u><u>279,728</u></u>	

**City of Westminster
Financial Statement
For Three Months Ending March 31, 2016**

Description POST Fund	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Revenues						
Sales & Use Tax	6,045,813	1,513,860		1,520,052	6,192	100.4%
Interest Income	10,500	2,625		4,797	2,172	182.7%
Miscellaneous	70,000	17,500	(1)	106,777	89,277	610.2%
Interfund Transfers	96,353	24,088		24,088	0	100.0%
Sub-total Revenues	<u>6,222,666</u>	<u>1,558,073</u>		<u>1,655,714</u>	<u>97,641</u>	<u>106.3%</u>
Carryover	638,180	638,180		638,180	0	100.0%
Total Revenues	<u>6,860,846</u>	<u>2,196,253</u>		<u>2,293,894</u>	<u>97,641</u>	<u>104.4%</u>
Expenditures						
Central Charges	5,606,386	1,336,558		1,359,416	22,858	101.7%
Park Services	1,254,460	281,311		91,390	(189,921)	32.5%
Total Expenditures	<u>6,860,846</u>	<u>1,617,869</u>		<u>1,450,806</u>	<u>(167,063)</u>	<u>89.7%</u>
Revenues Over(Under) Expenditures	<u>0</u>	<u>578,384</u>		<u>843,088</u>	<u>264,704</u>	

(1) Budget to actual variance reflects fee for a license granting developer access to parkland property for installation of drainage improvements.

**City of Westminster
Financial Statement
For Three Months Ending March 31, 2016**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Water and Wastewater Funds - Combined						
Operating Revenues						
License & Permits	75,000	18,750		28,020	9,270	149.4%
Rates and Charges	52,554,395	8,693,947		8,663,328	(30,619)	99.6%
Miscellaneous	410,000	102,500	(1)	136,348	33,848	133.0%
Total Operating Revenues	<u>53,039,395</u>	<u>8,815,197</u>		<u>8,827,696</u>	<u>12,499</u>	100.1%
Operating Expenditures						
Central Charges	6,649,235	1,662,309		1,650,956	(11,353)	99.3%
Finance	676,238	172,441		154,640	(17,801)	89.7%
Public Works & Utilities	23,047,053	4,740,723		4,135,802	(604,921)	87.2%
Parks, Recreation & Libraries	152,467	12,350		10,313	(2,037)	83.5%
Information Technology	3,619,222	857,756		702,152	(155,604)	81.9%
Total Operating Expenditures	<u>34,144,215</u>	<u>7,445,579</u>		<u>6,653,863</u>	<u>(791,716)</u>	89.4%
Operating Income (Loss)	<u>18,895,180</u>	<u>1,369,618</u>		<u>2,173,833</u>	<u>804,215</u>	
Other Revenue and Expenditures						
Tap Fees	12,475,191	3,118,798		1,683,837	(1,434,961)	54.0%
Interest Income	370,000	92,500		118,860	26,360	128.5%
Sale of Assets	0	0		7,900	7,900	
Other Financing Sources	48,000,000	0		0	0	
Debt Service	(8,224,962)	0		0	0	
Reserve Transfer In	8,573,594	2,143,398		2,143,398	0	100.0%
Reserve Transfer Out	(4,666,003)	(1,166,501)		(1,166,501)	0	100.0%
Total Other Revenue (Expenditures)	<u>56,527,820</u>	<u>4,188,195</u>		<u>2,787,494</u>	<u>(1,400,701)</u>	
Revenues Over(Under) Expenditures	<u>75,423,000</u>	<u>5,557,813</u>	(2)	<u>4,961,327</u>	<u>(596,486)</u>	

(1) Budget to actual variance is due to affluent water sales.

(2) Net revenues are used to fund capital projects and reserves.

**City of Westminster
Financial Statement
For Three Months Ending March 31, 2016**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Water Fund						
Operating Revenues						
License & Permits	75,000	18,750		28,020	9,270	149.4%
Rates and Charges	37,296,395	4,879,447		4,862,271	(17,176)	99.6%
Miscellaneous	400,000	100,000	(1)	134,723	34,723	134.7%
Total Operating Revenues	37,771,395	4,998,197		5,025,014	26,817	
Operating Expenditures						
Central Charges	4,634,951	1,158,738		1,152,069	(6,669)	99.4%
Finance	676,238	172,441		154,640	(17,801)	89.7%
Public Works & Utilities	16,169,234	3,102,729		2,744,934	(357,795)	88.5%
PR&L Standley Lake	152,467	12,350		10,313	(2,037)	83.5%
Information Technology	3,619,222	857,756		702,152	(155,604)	81.9%
Total Operating Expenditures	25,252,112	5,304,014		4,764,108	(539,906)	89.8%
Operating Income (Loss)	12,519,283	(305,817)		260,906	566,723	
Other Revenue and (Expenditures)						
Tap Fees	10,285,828	2,571,457		1,283,392	(1,288,065)	49.9%
Interest Income	285,000	71,250		83,997	12,747	117.9%
Sale of Assets	0	0		7,900	7,900	
Other Financing Sources	17,000,000	0		0	0	
Debt Service	(6,008,705)	0		0	0	
Reserve Transfer In	8,573,594	2,143,398		2,143,398	0	100.0%
Total Other Revenues (Expenditures)	30,135,717	4,786,105		3,518,687	(1,267,418)	
Revenues Over(Under) Expenditures	42,655,000	4,480,288	(2)	3,779,593	(700,695)	

(1) Budget to actual variance is due to effluent water sales.

(2) Net revenues are used to fund capital projects and reserves.

**City of Westminster
Financial Statement
For Three Months Ending March 31, 2016**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Wastewater Fund						
Operating Revenues						
Rates and Charges	15,258,000	3,814,500		3,801,057	(13,443)	99.6%
Miscellaneous	10,000	2,500		1,625	(875)	65.0%
Total Operating Revenues	<u>15,268,000</u>	<u>3,817,000</u>		<u>3,802,682</u>	<u>(14,318)</u>	99.6%
Operating Expenditures						
Central Charges	2,014,284	503,571		498,887	(4,684)	99.1%
Public Works & Utilities	6,877,819	1,637,994		1,390,868	(247,126)	84.9%
Total Operating Expenditures	<u>8,892,103</u>	<u>2,141,565</u>		<u>1,889,755</u>	<u>(251,810)</u>	88.2%
Operating Income (Loss)	<u>6,375,897</u>	<u>1,675,435</u>		<u>1,912,927</u>	<u>237,492</u>	
Other Revenue and Expenditures						
Tap Fees	2,189,363	547,341		400,445	(146,896)	73.2%
Interest Income	85,000	21,250		34,863	13,613	164.1%
Other Financing Sources	31,000,000	0		0	0	
Debt Service	(2,216,257)	0		0	0	
Reserve Transfer Out	(4,666,003)	(1,166,501)		(1,166,501)	0	100.0%
Total Other Revenues (Expenditures)	<u>26,392,103</u>	<u>(597,910)</u>		<u>(731,193)</u>	<u>(133,283)</u>	
Revenues Over(Under) Expenditures	<u>32,768,000</u>	<u>1,077,525</u>	(1)	<u>1,181,734</u>	<u>104,209</u>	

(1) Net revenues are used to fund capital projects and reserves.

**City of Westminster
Financial Statement
For Three Months Ending March 31, 2016**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Storm Drainage Fund						
Revenues						
Charges for Services	4,134,605	984,036		981,068	(2,968)	99.7%
Interest Income	27,000	6,750		3,478	(3,272)	51.5%
Miscellaneous	456,611	114,153		0	(114,153)	
Sub-total Storm Drainage Revenues	<u>4,618,216</u>	<u>1,104,939</u>		<u>984,546</u>	<u>(120,393)</u>	89.1%
Carryover	59,894	59,894		59,894	0	100.0%
Total Revenues	<u>4,678,110</u>	<u>1,164,833</u>		<u>1,044,440</u>	<u>(120,393)</u>	89.7%
Expenditures						
General Services	86,200	7,586		13,659	6,073	180.1%
Community Development	202,984	48,310		42,391	(5,919)	87.7%
PR&L Park Services	200,000	28,600		30,756	2,156	107.5%
Public Works & Utilities	351,563	23,906		195	(23,711)	0.8%
Total Expenditures	<u>840,747</u>	<u>108,402</u>		<u>87,001</u>	<u>(21,401)</u>	80.3%
Revenues Over(Under) Expenditures	<u>3,837,363</u>	<u>1,056,431</u>	(1)	<u>957,439</u>	<u>(98,992)</u>	

(1) Net revenues are used to fund capital projects and reserves.

**City of Westminster
Financial Statement
For Three Months Ending March 31, 2016**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Golf Courses Combined						
Operating Revenues						
Charges for Services	3,366,750	332,066	(1)	375,461	43,395	113.1%
Total Revenues	<u>3,366,750</u>	<u>332,066</u>		<u>375,461</u>	<u>43,395</u>	113.1%
Operating Expenditures						
Central Charges	234,158	60,801		56,288	(4,513)	92.6%
Recreation Facilities	2,660,386	376,288		442,356	66,068	117.6%
Total Expenditures	<u>2,894,544</u>	<u>437,089</u>		<u>498,644</u>	<u>61,555</u>	114.1%
Operating Income (Loss)	<u>472,206</u>	<u>(105,023)</u>		<u>(123,183)</u>	<u>(18,160)</u>	
Other Revenues and Expenditures						
Interest Income	0	0		3,635	3,635	
Debt Service	(818,137)	(225,024)		(225,024)	0	100.0%
Interfund Transfers In	680,029	170,007		170,007	0	100.0%
Interfund Transfers Out	(199,658)	(199,658)		(199,658)	0	100.0%
Carryover	210,560	210,560		210,560	0	100.0%
Total Other Revenue (Expenditures)	<u>(127,206)</u>	<u>(44,115)</u>		<u>(40,480)</u>	<u>3,635</u>	
Revenues Over(Under) Expenditures	<u>345,000</u>	<u>(149,138)</u>	(2)	<u>(163,663)</u>	<u>(14,525)</u>	

(1) Budget to actual variance relates to green fees as a result of increased play.

(2) Net revenues are used to fund capital projects and reserves.

**City of Westminster
Financial Statement
For Three Months Ending March 31, 2016**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Legacy Ridge Fund						
Operating Revenues						
Charges for Services	1,786,900	166,182	(1)	183,784	17,602	110.6%
Total Revenues	<u>1,786,900</u>	<u>166,182</u>		<u>183,784</u>	<u>17,602</u>	110.6%
Operating Expenditures						
Central Charges	142,775	37,407		31,395	(6,012)	83.9%
Recreation Facilities	1,324,902	187,533		197,338	9,805	105.2%
Total Expenditures	<u>1,467,677</u>	<u>224,940</u>		<u>228,733</u>	<u>3,793</u>	101.7%
Operating Income (Loss)	<u>319,223</u>	<u>(58,758)</u>		<u>(44,949)</u>	<u>13,809</u>	
Other Revenues and Expenditures						
Interest Income	0	0		2,156	2,156	
Debt Service	(160,125)	(110,580)		(110,580)	0	100.0%
Interfund Transfers Out	(199,658)	(199,658)		(199,658)	0	100.0%
Carryover	140,560	140,560		140,560	0	100.0%
Total Other Revenue (Expenditures)	<u>(219,223)</u>	<u>(169,678)</u>		<u>(167,522)</u>	<u>2,156</u>	
Revenues Over(Under) Expenditures	<u>100,000</u>	<u>(228,436)</u>	(2)	<u>(212,471)</u>	<u>15,965</u>	

(1) Budget to actual variance relates to green fees as a result of increased play.

(2) Net revenues are used to fund capital projects and reserves.

**City of Westminster
Financial Statement
For Three Months Ending March 31, 2016**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Heritage at Westmoor Fund						
Operating Revenues						
Charges for Services	1,579,850	165,884	(1)	191,677	25,793	115.5%
Total Revenues	<u>1,579,850</u>	<u>165,884</u>		<u>191,677</u>	<u>25,793</u>	115.5%
Operating Expenditures						
Central Charges	91,383	23,394		24,893	1,499	106.4%
Recreation Facilities	1,335,484	188,755		245,018	56,263	129.8%
Total Expenditures	<u>1,426,867</u>	<u>212,149</u>		<u>269,911</u>	<u>57,762</u>	127.2%
Operating Income (Loss)	<u>152,983</u>	<u>(46,265)</u>		<u>(78,234)</u>	<u>(31,969)</u>	
Other Revenues and Expenditures						
Interest Income	0	0		1,479	1,479	
Debt Service	(658,012)	(114,444)		(114,444)	0	100.0%
Interfund Transfers	680,029	170,007		170,007	0	100.0%
Carryover	70,000	70,000		70,000	0	100.0%
Total Other Revenue (Expenditures)	<u>92,017</u>	<u>125,563</u>		<u>127,042</u>	<u>1,479</u>	
Revenues Over(Under) Expenditures	<u>245,000</u>	<u>79,298</u>	(2)	<u>48,808</u>	<u>(30,490)</u>	

(1) Budget to actual variance relates to green fees as a result of increased play.

(2) Net revenues are used to fund capital projects and reserves.

**City of Westminster
Financial Statement
For Three Months Ending March 31, 2016**

Description General Fund	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Revenues						
Taxes	5,987,490	1,848,596		2,123,722	275,126	114.9%
Licenses & Permits	1,778,151	391,341		824,084	432,743	210.6%
Intergovernmental Revenue	6,111,815	715,556		778,070	62,514	108.7%
Charges for Services						
Recreation Services	7,455,835	1,940,622	(1)	2,036,937	96,315	105.0%
Other Services	10,514,715	1,952,768		1,870,412	(82,356)	95.8%
Fines	1,585,000	383,435		336,753	(46,682)	87.8%
Interest Income	85,000	17,037		29,378	12,341	172.4%
Miscellaneous	1,671,321	274,385		462,002	187,617	168.4%
Leases	401,779	104,162		104,162	0	100.0%
Interfund Transfers	74,926,633	18,731,658		18,731,658	0	100.0%
Total Revenues	<u>110,517,739</u>	<u>26,359,560</u>		<u>27,297,178</u>	<u>937,618</u>	<u>103.6%</u>
Expenditures						
City Council	268,525	51,563		41,629	(9,934)	80.7%
City Attorney's Office	1,429,560	311,853		295,343	(16,510)	94.7%
City Manager's Office	3,002,689	699,833		530,097	(169,736)	75.7%
Central Charges	28,829,139	5,563,173		5,350,401	(212,772)	96.2%
General Services	6,827,038	1,430,470		1,382,731	(47,739)	96.7%
Finance	2,354,605	496,975		503,589	6,614	101.3%
Police	23,348,727	5,445,972		5,584,869	138,897	102.6%
Fire Emergency Services	13,731,425	3,048,266		2,896,361	(151,905)	95.0%
Community Development	5,359,640	1,175,691		1,062,893	(112,798)	90.4%
Public Works & Utilities	9,258,731	1,158,982		989,228	(169,754)	85.4%
Parks, Recreation & Libraries	16,107,660	3,090,628		2,837,294	(253,334)	91.8%
Total Expenditures	<u>110,517,739</u>	<u>22,473,406</u>		<u>21,474,435</u>	<u>(998,971)</u>	<u>95.6%</u>
Revenues Over(Under) Expenditures	<u>0</u>	<u>3,886,154</u>		<u>5,822,743</u>	<u>1,936,589</u>	

(1) Favorable budget to actual variance due to the sale of boat permits and recreation pass promotions.

**City of Westminster
Financial Statement
For Three Months Ending March 31, 2016**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Sales and Use Tax Fund						
Revenues						
Sales Tax						
Sales Tax Returns	56,964,603	14,526,349		14,327,693	(198,656)	98.6%
Sales Tx Audit Revenues	729,000	182,250		391,192	208,942	214.6%
S-T Rev. STX	<u>57,693,603</u>	<u>14,708,599</u>		<u>14,718,885</u>	<u>10,286</u>	<u>100.1%</u>
Use Tax						
Use Tax Returns	10,320,000	2,038,470		2,312,403	273,933	113.4%
Use Tax Audit Revenues	785,000	196,250		144,916	(51,334)	73.8%
S-T Rev. UTX	<u>11,105,000</u>	<u>2,234,720</u>		<u>2,457,319</u>	<u>222,599</u>	<u>110.0%</u>
Total STX and UTX	<u><u>68,798,603</u></u>	<u><u>16,943,319</u></u>		<u><u>17,176,204</u></u>	<u><u>232,885</u></u>	<u><u>101.4%</u></u>
Public Safety Tax						
PST Tax Returns	14,182,525	3,541,225		3,535,730	(5,495)	99.8%
PST Audit Revenues	308,500	77,125		107,180	30,055	139.0%
Total Rev. PST	<u>14,491,025</u>	<u>3,618,350</u>		<u>3,642,910</u>	<u>24,560</u>	<u>100.7%</u>
Interest Income	51,000	12,750		35,033	22,283	274.8%
Interfund Transfers	1,333,647	333,412		333,412	0	100.0%
Total Revenues	<u><u>84,674,275</u></u>	<u><u>20,907,831</u></u>		<u><u>21,187,559</u></u>	<u><u>279,728</u></u>	<u><u>101.3%</u></u>
Expenditures						
Central Charges	<u>84,674,275</u>	<u>21,168,569</u>		<u>21,168,569</u>	<u>0</u>	<u>100.0%</u>
Revenues Over(Under) Expenditures	<u><u>0</u></u>	<u><u>(260,738)</u></u>		<u><u>18,990</u></u>	<u><u>279,728</u></u>	

**City of Westminster
Financial Statement
For Three Months Ending March 31, 2016**

Description POST Fund	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Revenues						
Sales & Use Tax	6,045,813	1,513,860		1,520,052	6,192	100.4%
Interest Income	10,500	2,625		4,797	2,172	182.7%
Miscellaneous	70,000	17,500	(1)	106,777	89,277	610.2%
Interfund Transfers	96,353	24,088		24,088	0	100.0%
Sub-total Revenues	<u>6,222,666</u>	<u>1,558,073</u>		<u>1,655,714</u>	<u>97,641</u>	<u>106.3%</u>
Carryover	638,180	638,180		638,180	0	100.0%
Total Revenues	<u>6,860,846</u>	<u>2,196,253</u>		<u>2,293,894</u>	<u>97,641</u>	<u>104.4%</u>
Expenditures						
Central Charges	5,606,386	1,336,558		1,359,416	22,858	101.7%
Park Services	1,254,460	281,311		91,390	(189,921)	32.5%
Total Expenditures	<u>6,860,846</u>	<u>1,617,869</u>		<u>1,450,806</u>	<u>(167,063)</u>	<u>89.7%</u>
Revenues Over(Under) Expenditures	<u>0</u>	<u>578,384</u>		<u>843,088</u>	<u>264,704</u>	

(1) Budget to actual variance reflects fee for a license granting developer access to parkland property for installation of drainage improvements.

**City of Westminster
Financial Statement
For Three Months Ending March 31, 2016**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Water and Wastewater Funds - Combined						
Operating Revenues						
License & Permits	75,000	18,750		28,020	9,270	149.4%
Rates and Charges	52,554,395	8,693,947		8,663,328	(30,619)	99.6%
Miscellaneous	410,000	102,500	(1)	136,348	33,848	133.0%
Total Operating Revenues	53,039,395	8,815,197		8,827,696	12,499	100.1%
Operating Expenditures						
Central Charges	6,649,235	1,662,309		1,650,956	(11,353)	99.3%
Finance	676,238	172,441		154,640	(17,801)	89.7%
Public Works & Utilities	23,047,053	4,740,723		4,135,802	(604,921)	87.2%
Parks, Recreation & Libraries	152,467	12,350		10,313	(2,037)	83.5%
Information Technology	3,619,222	857,756		702,152	(155,604)	81.9%
Total Operating Expenditures	34,144,215	7,445,579		6,653,863	(791,716)	89.4%
Operating Income (Loss)	18,895,180	1,369,618		2,173,833	804,215	
Other Revenue and Expenditures						
Tap Fees	12,475,191	3,118,798		1,683,837	(1,434,961)	54.0%
Interest Income	370,000	92,500		118,860	26,360	128.5%
Sale of Assets	0	0		7,900	7,900	
Other Financing Sources	48,000,000	0		0	0	
Debt Service	(8,224,962)	0		0	0	
Reserve Transfer In	8,573,594	2,143,398		2,143,398	0	100.0%
Reserve Transfer Out	(4,666,003)	(1,166,501)		(1,166,501)	0	100.0%
Total Other Revenue (Expenditures)	56,527,820	4,188,195		2,787,494	(1,400,701)	
Revenues Over(Under) Expenditures	75,423,000	5,557,813	(2)	4,961,327	(596,486)	

(1) Budget to actual variance is due to affluent water sales.

(2) Net revenues are used to fund capital projects and reserves.

**City of Westminster
Financial Statement
For Three Months Ending March 31, 2016**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Water Fund						
Operating Revenues						
License & Permits	75,000	18,750		28,020	9,270	149.4%
Rates and Charges	37,296,395	4,879,447		4,862,271	(17,176)	99.6%
Miscellaneous	400,000	100,000	(1)	134,723	34,723	134.7%
Total Operating Revenues	37,771,395	4,998,197		5,025,014	26,817	
Operating Expenditures						
Central Charges	4,634,951	1,158,738		1,152,069	(6,669)	99.4%
Finance	676,238	172,441		154,640	(17,801)	89.7%
Public Works & Utilities	16,169,234	3,102,729		2,744,934	(357,795)	88.5%
PR&L Standley Lake	152,467	12,350		10,313	(2,037)	83.5%
Information Technology	3,619,222	857,756		702,152	(155,604)	81.9%
Total Operating Expenditures	25,252,112	5,304,014		4,764,108	(539,906)	89.8%
Operating Income (Loss)	12,519,283	(305,817)		260,906	566,723	
Other Revenue and (Expenditures)						
Tap Fees	10,285,828	2,571,457		1,283,392	(1,288,065)	49.9%
Interest Income	285,000	71,250		83,997	12,747	117.9%
Sale of Assets	0	0		7,900	7,900	
Other Financing Sources	17,000,000	0		0	0	
Debt Service	(6,008,705)	0		0	0	
Reserve Transfer In	8,573,594	2,143,398		2,143,398	0	100.0%
Total Other Revenues (Expenditures)	30,135,717	4,786,105		3,518,687	(1,267,418)	
Revenues Over(Under) Expenditures	42,655,000	4,480,288	(2)	3,779,593	(700,695)	

(1) Budget to actual variance is due to effluent water sales.

(2) Net revenues are used to fund capital projects and reserves.

**City of Westminster
Financial Statement
For Three Months Ending March 31, 2016**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Wastewater Fund						
Operating Revenues						
Rates and Charges	15,258,000	3,814,500		3,801,057	(13,443)	99.6%
Miscellaneous	10,000	2,500		1,625	(875)	65.0%
Total Operating Revenues	<u>15,268,000</u>	<u>3,817,000</u>		<u>3,802,682</u>	<u>(14,318)</u>	99.6%
Operating Expenditures						
Central Charges	2,014,284	503,571		498,887	(4,684)	99.1%
Public Works & Utilities	6,877,819	1,637,994		1,390,868	(247,126)	84.9%
Total Operating Expenditures	<u>8,892,103</u>	<u>2,141,565</u>		<u>1,889,755</u>	<u>(251,810)</u>	88.2%
Operating Income (Loss)	<u>6,375,897</u>	<u>1,675,435</u>		<u>1,912,927</u>	<u>237,492</u>	
Other Revenue and Expenditures						
Tap Fees	2,189,363	547,341		400,445	(146,896)	73.2%
Interest Income	85,000	21,250		34,863	13,613	164.1%
Other Financing Sources	31,000,000	0		0	0	
Debt Service	(2,216,257)	0		0	0	
Reserve Transfer Out	(4,666,003)	(1,166,501)		(1,166,501)	0	100.0%
Total Other Revenues (Expenditures)	<u>26,392,103</u>	<u>(597,910)</u>		<u>(731,193)</u>	<u>(133,283)</u>	
Revenues Over(Under) Expenditures	<u>32,768,000</u>	<u>1,077,525</u>	(1)	<u>1,181,734</u>	<u>104,209</u>	

(1) Net revenues are used to fund capital projects and reserves.

**City of Westminster
Financial Statement
For Three Months Ending March 31, 2016**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Storm Drainage Fund						
Revenues						
Charges for Services	4,134,605	984,036		981,068	(2,968)	99.7%
Interest Income	27,000	6,750		3,478	(3,272)	51.5%
Miscellaneous	456,611	114,153		0	(114,153)	
Sub-total Storm Drainage Revenues	<u>4,618,216</u>	<u>1,104,939</u>		<u>984,546</u>	<u>(120,393)</u>	89.1%
Carryover	59,894	59,894		59,894	0	100.0%
Total Revenues	<u>4,678,110</u>	<u>1,164,833</u>		<u>1,044,440</u>	<u>(120,393)</u>	89.7%
Expenditures						
General Services	86,200	7,586		13,659	6,073	180.1%
Community Development	202,984	48,310		42,391	(5,919)	87.7%
PR&L Park Services	200,000	28,600		30,756	2,156	107.5%
Public Works & Utilities	351,563	23,906		195	(23,711)	0.8%
Total Expenditures	<u>840,747</u>	<u>108,402</u>		<u>87,001</u>	<u>(21,401)</u>	80.3%
Revenues Over(Under) Expenditures	<u>3,837,363</u>	<u>1,056,431</u>	(1)	<u>957,439</u>	<u>(98,992)</u>	

(1) Net revenues are used to fund capital projects and reserves.

**City of Westminster
Financial Statement
For Three Months Ending March 31, 2016**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Golf Courses Combined						
Operating Revenues						
Charges for Services	3,366,750	332,066	(1)	375,461	43,395	113.1%
Total Revenues	<u>3,366,750</u>	<u>332,066</u>		<u>375,461</u>	<u>43,395</u>	113.1%
Operating Expenditures						
Central Charges	234,158	60,801		56,288	(4,513)	92.6%
Recreation Facilities	2,660,386	376,288		442,356	66,068	117.6%
Total Expenditures	<u>2,894,544</u>	<u>437,089</u>		<u>498,644</u>	<u>61,555</u>	114.1%
Operating Income (Loss)	<u>472,206</u>	<u>(105,023)</u>		<u>(123,183)</u>	<u>(18,160)</u>	
Other Revenues and Expenditures						
Interest Income	0	0		3,635	3,635	
Debt Service	(818,137)	(225,024)		(225,024)	0	100.0%
Interfund Transfers In	680,029	170,007		170,007	0	100.0%
Interfund Transfers Out	(199,658)	(199,658)		(199,658)	0	100.0%
Carryover	210,560	210,560		210,560	0	100.0%
Total Other Revenue (Expenditures)	<u>(127,206)</u>	<u>(44,115)</u>		<u>(40,480)</u>	<u>3,635</u>	
Revenues Over(Under) Expenditures	<u>345,000</u>	<u>(149,138)</u>	(2)	<u>(163,663)</u>	<u>(14,525)</u>	

(1) Budget to actual variance relates to green fees as a result of increased play.

(2) Net revenues are used to fund capital projects and reserves.

**City of Westminster
Financial Statement
For Three Months Ending March 31, 2016**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Legacy Ridge Fund						
Operating Revenues						
Charges for Services	1,786,900	166,182	(1)	183,784	17,602	110.6%
Total Revenues	<u>1,786,900</u>	<u>166,182</u>		<u>183,784</u>	<u>17,602</u>	110.6%
Operating Expenditures						
Central Charges	142,775	37,407		31,395	(6,012)	83.9%
Recreation Facilities	1,324,902	187,533		197,338	9,805	105.2%
Total Expenditures	<u>1,467,677</u>	<u>224,940</u>		<u>228,733</u>	<u>3,793</u>	101.7%
Operating Income (Loss)	<u>319,223</u>	<u>(58,758)</u>		<u>(44,949)</u>	<u>13,809</u>	
Other Revenues and Expenditures						
Interest Income	0	0		2,156	2,156	
Debt Service	(160,125)	(110,580)		(110,580)	0	100.0%
Interfund Transfers Out	(199,658)	(199,658)		(199,658)	0	100.0%
Carryover	140,560	140,560		140,560	0	100.0%
Total Other Revenue (Expenditures)	<u>(219,223)</u>	<u>(169,678)</u>		<u>(167,522)</u>	<u>2,156</u>	
Revenues Over(Under) Expenditures	<u>100,000</u>	<u>(228,436)</u>	(2)	<u>(212,471)</u>	<u>15,965</u>	

(1) Budget to actual variance relates to green fees as a result of increased play.

(2) Net revenues are used to fund capital projects and reserves.

**City of Westminster
Financial Statement
For Three Months Ending March 31, 2016**

Description	Budget	Pro-rated for Seasonal Flows	Notes	Actual	(Under) Over Budget	% Budget
Heritage at Westmoor Fund						
Operating Revenues						
Charges for Services	1,579,850	165,884	(1)	191,677	25,793	115.5%
Total Revenues	<u>1,579,850</u>	<u>165,884</u>		<u>191,677</u>	<u>25,793</u>	115.5%
Operating Expenditures						
Central Charges	91,383	23,394		24,893	1,499	106.4%
Recreation Facilities	1,335,484	188,755		245,018	56,263	129.8%
Total Expenditures	<u>1,426,867</u>	<u>212,149</u>		<u>269,911</u>	<u>57,762</u>	127.2%
Operating Income (Loss)	<u>152,983</u>	<u>(46,265)</u>		<u>(78,234)</u>	<u>(31,969)</u>	
Other Revenues and Expenditures						
Interest Income	0	0		1,479	1,479	
Debt Service	(658,012)	(114,444)		(114,444)	0	100.0%
Interfund Transfers	680,029	170,007		170,007	0	100.0%
Carryover	70,000	70,000		70,000	0	100.0%
Total Other Revenue (Expenditures)	<u>92,017</u>	<u>125,563</u>		<u>127,042</u>	<u>1,479</u>	
Revenues Over(Under) Expenditures	<u>245,000</u>	<u>79,298</u>	(2)	<u>48,808</u>	<u>(30,490)</u>	

(1) Budget to actual variance relates to green fees as a result of increased play.

(2) Net revenues are used to fund capital projects and reserves.

**CITY OF WESTMINSTER
GENERAL RECEIPTS BY CENTER
MARCH 2016 YEAR-TO-DATE**

Center Location Major Tenant	Current Month			Last Year			Percentage Change		
	General Sales	General Use	Total	General Sales	General Use	Total	Sales	Use	Total
THE ORCHARD 144TH & I-25 JC PENNEY/MACY'S/TARGET	1,612,615	39,394	1,652,009	1,499,748	32,651	1,532,399	8	21	8
WESTFIELD SHOPPING CENTER NW CORNER 92ND & SHER WALMART 92ND	1,148,068	30,987	1,179,055	1,029,891	11,703	1,041,594	11	165	13
SHOPS AT WALNUT CREEK 104TH & REED TARGET	879,996	8,081	888,077	814,217	4,824	819,041	8	68	8
NORTHWEST PLAZA SW CORNER 92 & HARLAN COSTCO	853,370	2,807	856,177	809,519	1,965	811,484	5	43	6
SHERIDAN CROSSING SE CORNER 120TH & SHER KOHL'S	593,096	4,558	597,654	557,065	8,320	565,385	6	(45)	6
BROOKHILL I & II N SIDE 88TH OTIS TO WADS HOME DEPOT	590,618	2,244	592,862	550,269	3,112	553,381	7	(28)	7
SHOENBERG CENTER SW CORNER 72ND & SHERIDAN WALMART 72ND	566,499	3,439	569,938	547,930	3,962	551,892	3	(13)	3
INTERCHANGE BUSINESS CENTER SW CORNER 136TH & I-25 WALMART 136TH	564,181	1,807	565,988	521,889	8,319	530,208	8	(78)	7
PROMENADE SOUTH/NORTH S/N SIDES OF CHURCH RANCH BLVD SHANE/AMC	537,756	72,042	609,798	486,923	62,210	549,133	10	16	11
NORTH PARK PLAZA SW CORNER 104TH & FEDERAL KING SOOPERS	523,475	2,153	525,628	515,905	2,740	518,645	1	(21)	1
CITY CENTER MARKETPLACE NE CORNER 92ND & SHERIDAN BARNES & NOBLE	480,788	7,961	488,749	470,912	2,641	473,553	2	201	3
STANDLEY SHORES CENTER SW CORNER 100TH & WADS KING SOOPERS	390,174	2,501	392,675	364,061	1,156	365,217	7	116	8
VILLAGE AT THE MALL S SIDE 88TH DEPEW-HARLAN LOWE'S	248,493	19,772	268,265	280,918	14,126	295,044	(12)	40	(9)
BRADBURN VILLAGE 120TH & BRADBURN WHOLE FOODS	206,305	1,433	207,738	194,272	63,744	258,016	6	(98)	(19)

**CITY OF WESTMINSTER
GENERAL RECEIPTS BY CENTER
MARCH 2016 YEAR-TO-DATE**

Center Location Major Tenant	Current Month			Last Year			Percentage Change		
	General Sales	General Use	Total	General Sales	General Use	Total	Sales	Use	Total
ROCKY MOUNTAIN PLAZA SW CORNER 88TH & SHER GUITAR STORE	183,074	350	183,424	172,505	960	173,465	6	(64)	6
WESTMINSTER CROSSING 136TH & I-25 LOWE'S	181,162	1,252	182,414	175,296	10,171	185,467	3	(88)	(2)
WESTMINSTER PLAZA FEDERAL-IRVING 72ND-74TH SAFEWAY	170,778	1,061	171,839	176,443	1,615	178,058	(3)	(34)	(3)
WESTMINSTER MALL 88TH & SHERIDAN JC PENNEY	163,635	1,511	165,146	156,509	1,270	157,779	5	19	5
VILLAGE AT PARK CENTRE NW CORNER 120TH & HURON CB & POTTS	160,516	8,147	168,663	147,254	2,831	150,085	9	188	12
NORTHVIEW 92ND AVE YATES TO SHERIDAN H MART	136,126	847	136,973	126,962	2,023	128,985	7	(58)	6
BROOKHILL IV E SIDE WADS 90TH-92ND MURDOCH'S	116,767	1,311	118,078	111,088	17,977	129,065	5	(93)	(9)
RANCHO PLAZA SE CORNER 72ND & FEDERAL WALMART MARKET	93,706	525	94,231	62,595	3,922	66,517	50	(87)	42
BOULEVARD SHOPS 94TH & WADSWORTH CORRIDOR AMERICAN FURNITURE WAREHOUSE	85,151	1,486	86,637	80,476	4,857	85,333	6	(69)	2
STANDLEY PLAZA SW CORNER 88TH & WADS WALGREENS	81,602	1,296	82,898	82,847	1,058	83,905	(2)	22	(1)
STANDLEY LAKE MARKETPLACE NE CORNER 99TH & WADSWORTH SCANDANAVIAN DESIGNS	81,264	28,237	109,501	82,972	2,689	85,661	(2)	950	28
TOTALS	<u>10,649,215</u>	<u>245,202</u>	<u>10,894,417</u>	<u>10,018,466</u>	<u>270,846</u>	<u>10,289,312</u>	<u>6</u>	<u>(9)</u>	<u>6</u>

**CITY OF WESTMINSTER
GENERAL RECEIPTS BY CENTER
MONTH OF MARCH 2016**

Center Location Major Tenant	Current Month			Last Year			Percentage Change		
	General Sales	General Use	Total	General Sales	General Use	Total	Sales	Use	Total
THE ORCHARD 144TH & I-25 JC PENNEY/MACY'S/TARGET	407,646	7,513	415,159	395,909	8,668	404,577	3	(13)	3
WESTFIELD SHOPPING CENTER NW CORNER 92ND & SHER WALMART 92ND	315,590	1,818	317,408	277,093	3,354	280,447	14	(46)	13
NORTHWEST PLAZA SW CORNER 92 & HARLAN COSTCO	254,720	794	255,514	247,021	516	247,537	3	54	3
SHOPS AT WALNUT CREEK 104TH & REED TARGET	242,885	1,355	244,240	222,652	1,613	224,265	9	(16)	9
SHOENBERG CENTER SW CORNER 72ND & SHERIDAN WALMART 72ND	169,732	1,319	171,051	161,267	590	161,857	5	124	6
PROMENADE SOUTH/NORTH S/N SIDES OF CHURCH RANCH BLVD SHANE/AMC	150,272	20,417	170,689	133,300	14,605	147,905	13	40	15
BROOKHILL I & II N SIDE 88TH OTIS TO WADS HOME DEPOT	166,346	493	166,839	148,718	552	149,270	12	(11)	12
INTERCHANGE BUSINESS CENTER SW CORNER 136TH & I-25 WALMART 136TH	158,919	705	159,624	145,798	607	146,405	9	16	9
SHERIDAN CROSSING SE CORNER 120TH & SHER KOHL'S	158,432	1,116	159,548	148,540	950	149,490	7	17	7
CITY CENTER MARKETPLACE NE CORNER 92ND & SHERIDAN BARNES & NOBLE	135,514	607	136,121	129,841	718	130,559	4	(15)	4
NORTH PARK PLAZA SW CORNER 104TH & FEDERAL KING SOOPERS	132,985	423	133,408	135,295	405	135,700	(2)	4	(2)
STANDLEY SHORES CENTER SW CORNER 100TH & WADS KING SOOPERS	102,399	286	102,685	96,309	399	96,708	6	(28)	6
BRADBURN VILLAGE 120TH & BRADBURN WHOLE FOODS	68,110	481	68,591	75,613	5,883	81,496	(10)	(92)	(16)
VILLAGE AT THE MALL S SIDE 88TH DEPEW-HARLAN LOWE'S	60,857	2,090	62,947	57,858	6,314	64,172	5	(67)	(2)

**CITY OF WESTMINSTER
GENERAL RECEIPTS BY CENTER
MONTH OF MARCH 2016**

Center Location Major Tenant	Current Month			Last Year			Percentage Change		
	General Sales	General Use	Total	General Sales	General Use	Total	Sales	Use	Total
WESTMINSTER CROSSING 136TH & I-25 LOWE'S	58,223	386	58,609	55,839	9,230	65,069	4	(96)	(10)
WESTMINSTER PLAZA FEDERAL-IRVING 72ND-74TH SAFEWAY	56,423	299	56,722	54,677	378	55,055	3	(21)	3
ROCKY MOUNTAIN PLAZA SW CORNER 88TH & SHER GUITAR STORE	54,565	94	54,659	49,354	208	49,562	11	(55)	10
VILLAGE AT PARK CENTRE NW CORNER 120TH & HURON CB & POTTS	51,421	468	51,889	48,084	172	48,256	7	172	8
WESTMINSTER MALL 88TH & SHERIDAN JC PENNEY	48,874	441	49,315	46,754	343	47,097	5	29	5
NORTHVIEW 92ND AVE YATES TO SHERIDAN H MART	44,883	498	45,381	40,697	135	40,832	10	269	11
LUCENT/KAISER CORRIDOR 112-120 HURON - FEDERAL LUCENT TECHNOLOGY	10,849	30,007	40,856	8,430	26,949	35,379	29	11	15
BROOKHILL IV E SIDE WADS 90TH-92ND MURDOCH'S	34,886	84	34,970	34,028	14,568	48,596	3	(99)	(28)
RANCHO PLAZA SE CORNER 72ND & FEDERAL WALMART MARKET	32,184	103	32,287	34,042	727	34,769	(5)	(86)	(7)
COUNTRYDALE BUSINESS PARK S SIDE 108TH & WADSWORTH BALL CORPORATION	121	32,132	32,253	89	22,172	22,261	36	45	45
BOULEVARD SHOPS 94TH & WADSWORTH CORRIDOR AMERICAN FURNITURE WAREHOUSE	27,514	430	27,944	25,644	332	25,976	7	30	8
TOTALS	<u>2,944,350</u>	<u>104,359</u>	<u>3,048,709</u>	<u>2,772,852</u>	<u>120,388</u>	<u>2,893,240</u>	<u>6</u>	<u>(13)</u>	<u>5</u>



Agenda Memorandum

City Council Meeting
April 25, 2016



SUBJECT: Shoenberg Farms Milk House Rehabilitation Contract - Heritage Window Restoration

Prepared By: Ryan Johnson, Senior Projects Coordinator

Recommended City Council Action

Authorize the City Manager to execute a contract with Heritage Window Restoration, in the amount not to exceed \$82,769 for window restoration work as part of the total rehabilitation of the Shoenberg Farm Milk House project and authorize a construction contingency in the amount of \$8,276 for a total authorized expenditure of \$91,045.

Summary Statement

- City Council authorized and the City received a grant from the State Historical Fund (SHF) in April, 2013, in the amount of \$172,704 for rehabilitation of the Milk House structure located just east of the Barn Building (see attached vicinity map).
- The scope of work for this grant included:
 - Site Preparation/Shoring
 - Foundation Repair
 - Masonry Repair
 - Architectural Services & Archaeological Services
 - Project Management
 - Performance Bonding
- In addition to the scope included in the SHF grant award, the City has chosen to add additional improvements to this project that are not covered by the original SHF grant. The window restoration is one of items included in this additional scope.
- The City continued to work through the SHF list of authorized contractors to solicit bids for this project.
- The City received one bid from an authorized contractor to perform the window restoration work.
- Work is planned to commence in the spring of 2016 with completion in the summer of 2016.
- Adequate funds are available and were budgeted for this expense.

Expenditure Required: \$91,045 in expenses

Source of Funds: Shoenberg Site Improvements CIP Funds

Policy Issue

Should the City proceed with the rehabilitation of the Shoenberg Farm Milk House?

Alternative

Council could choose to delay the rehabilitation of the Milk House or not pursue this project at all. Staff recommends proceeding with this contract and the larger rehabilitation since the City has been successful in receiving a grant from the SHF to help complete this work. Additionally, this structure is in dire need of rehabilitation in order to ensure that it does not continue to deteriorate. Postponing this work increases the risk of not completing this project within the timeline requested in the SHF extension and potentially jeopardizes the City's ability to lock in contractor pricing resulting in potentially higher pricing. The completion of this additional scope outside of that originally awarded in the SHF grant is important as the windows have all failed, which presents safety and security concerns. The best time to remove the windows for restoration is while the structural foundation work as well as the masonry work is taking place.

Background Information

The City received and entered into a grant from the SHF in April 2013 for \$172,704, to which the City agreed to a cash match of \$72,730. At that time the scope of work for the SHF grant did not include needed work to rehabilitate the building to completeness, leaving the need for further funding for the doors, windows and roof.

The restoration of the windows was one of the elements not included in the SHF grant. Knowing that there were additional items in need of repair on the Milk House, the City budgeted and set aside funds to help facilitate completion of some of these elements, including the window restoration.

The window restoration project was sent out for bid in fall of 2015 using the SHF list of authorized contractors, resulting in one bid. Heritage Window Restoration has completed similar and more complex projects in Colorado and has a good reputation with the SHF.

This contract is for the removal, restoration and re-installation of the windows of the Shoenberg Farm Milk House. This work is planned to commence in the spring of 2016 while the structural work is being done. Once the windows are restored, they will be re-installed during the summer of 2016.

This contract is for \$82,769, plus a 10% contingency of \$8,276, for a total project budget of \$91,045. The entire contract amount will be funded from the Shoenberg Site Improvement CIP funds.

Rehabilitation of the Milk House is essential to the long term viability and adaptability of the larger Shoenberg Farm site. Investing in the rehabilitation of one of the largest structures on this site will make the site more attractive to potential purchasers/developers of the site.

Rehabilitation of the Shoenberg Farm Milk House meets the City Council's strategic plan goal of a *Beautiful, Desirable, Safe and Environmentally Responsible City* by investing in the preservation of Westminster's historical assets and creating a more attractive sense of place at this particular historical site.

Respectfully submitted,

Donald M. Tripp
City Manager

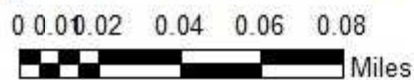
Attachments: Vicinity Map
Contract

Shoenberg Farm Milk House Vicinity Map



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City of Westminister





Agenda Memorandum

City Council Meeting
April 25, 2016



SUBJECT: Shoenberg Farms Milk House Rehabilitation Contract – Premier Specialty Contractors

Prepared By: Ryan Johnson, Senior Projects Coordinator

Recommended City Council Action

Authorize the City Manager to execute a contract with Premier Specialty Contractors in the amount not to exceed \$112,967 for foundation rehabilitation work as part of the total rehabilitation of the Shoenberg Farm Milk House project and authorize a construction contingency in the amount of \$11,296 for a total authorized expenditure of \$124,263.

Summary Statement

- City Council authorized and the City received a grant from the State Historical Fund (SHF) in April, 2013, in the amount of \$172,704 for rehabilitation of the Milk House structure located just east of the Barn Building (see attached vicinity map).
- Of the total grant award of \$172,704, \$9,833 will be committed towards this contract. The balance of the SHF grant award was committed to other projects.
- The scope of work for this grant included:
 - Site Preparation/Shoring
 - Foundation Repair
 - Masonry Repair
 - Architectural Services & Archaeological Services
 - Project Management
 - Performance Bonding
- This project was initially sent out for bid in August, 2014 resulting in no bidders.
- A second round of bid solicitation occurred in November, 2014, resulting in no bidders.
- The City has successfully applied for an extension from the SHF to complete this project.
- The City changed its approach in 2015 to bidding for each element of the project individually in order to attract bids for this project.
- Late in 2015, the City finally received one bid from Park Range Construction, Inc., for installation of 29 helical piers along with associated structural steel to stabilize the foundation of the Milk House with a 2016 start date.
- Rehabilitation work will commence in the spring of 2016 and conclude by the fall of 2016.
- The contract with Premier Specialty Contractors includes restoration of all of the masonry around the Shoenberg Farm Milk House.
- Adequate funds are available and were budgeted for this expense.

Expenditure Required: \$124,263 in expenses

Source of Funds: State Historic Funds Grant Proceeds (\$9,833) and Shoenberg Site Improvements CIP Funds (\$114,430)

Policy Issue

Should the City proceed with the rehabilitation of the Shoenberg Farm Milk House?

Alternative

Council could choose to delay the rehabilitation of the Milk House or not pursue this project at all. Staff recommends proceeding with this contract and the larger rehabilitation since the City has been successful in receiving a grant from the SHF to help complete this work. Additionally, this structure is in dire need of rehabilitation in order to ensure that it does not continue to deteriorate. Postponing this work increases the risk of not completing this project within the timeline requested in the SHF extension and potentially jeopardizes the City's ability to lock in contractor pricing resulting in potentially higher pricing. Specifically, the masonry around the perimeter of the Milk House is failing, pulling away from the structure and in some places is completely missing mortar joints resulting in bricks sitting loosely on the wall.

Background Information

The City received and entered into a grant from the SHF in April 2013 for \$172,704, to which the City agreed to a cash match of \$72,730. At that time the scope of work for the SHF grant did not include needed work to rehabilitate the building to completeness, leaving the need for further funding for the doors, windows and roof.

Subsequently, City staff made two additional attempts to solicit further funding from SHF in the October, 2013 and April, 2014 grant rounds. At those times, neither grant application was funded by the SHF.

The project was sent out for bid initially in August, 2014, with no bidders. Staff then conducted another round of bid solicitation in November, 2014 yielding no bids again.

The original SHF contract was scheduled to reach term on April 15, 2015. In December 2014, City staff met with SHF staff to discuss the next approach to completing the project. An agreement was made to modify the SHF contract budget to hire a qualified Project Manager in lieu of the General Contractor, who would solicit bids directly from subcontractors to complete all of the elements of the SHF funded grant project scope of work.

In February 2015, City staff applied for and was granted an extension to the original SHF contract, which amended the budget to account for a Project Manager versus a General Contractor, and extended the term for project completion to April, 2016.

During the summer of 2015, the City's Project Manager was unable to obtain any bids due to the lack of available, qualified contractors who were authorized to work on historic preservation projects. However, City staff was advised at that time if the City were to push out the construction start date into 2016, it would be likely to get at least one bid for each element of the rehabilitation of the Milk House.

This particular contract is specifically for the restoration of the masonry on the exterior of the Milk House. The selected contractor is Premier Specialty Contractors and has a very positive reputation and has worked on various historic preservation projects in the Denver Metro area. Additionally, the City's Project Manager has had success in working with this contractor in the past. This contract is for \$112,967 plus a 10% contingency of \$11,296 for a total project budget of \$124,263. Of this total contract amount, \$9,833 will come from the remainder of the SHF grant balance. The balance of the SHF grant was previously awarded to other contractors for other elements of the Milk House. The balance of this contract will be funded from the Shoenberg Site Improvement CIP funds. Taking into account the previously awarded contracts, along with this contract, there will be a zero balance in the SHF grant account moving forward. This proposed work would commence in May, 2016 and be completed by summer, 2016. Concurrently, additional exterior foundation shoring and site stabilization work previously

authorized by City Council will also be occurring in the spring of 2016. The remainder of the scope of work included in the SHF grant award will take place throughout the summer and into the fall of 2016, and includes other structural rehabilitation and cosmetic improvements such as roof replacement and exterior painting.

Rehabilitation of the Milk House is essential to the long term viability and adaptability of the larger Shoenberg Farm site. Investing in the rehabilitation of one of the largest structures on this site will make the site more attractive to potential purchasers/developers of the site.

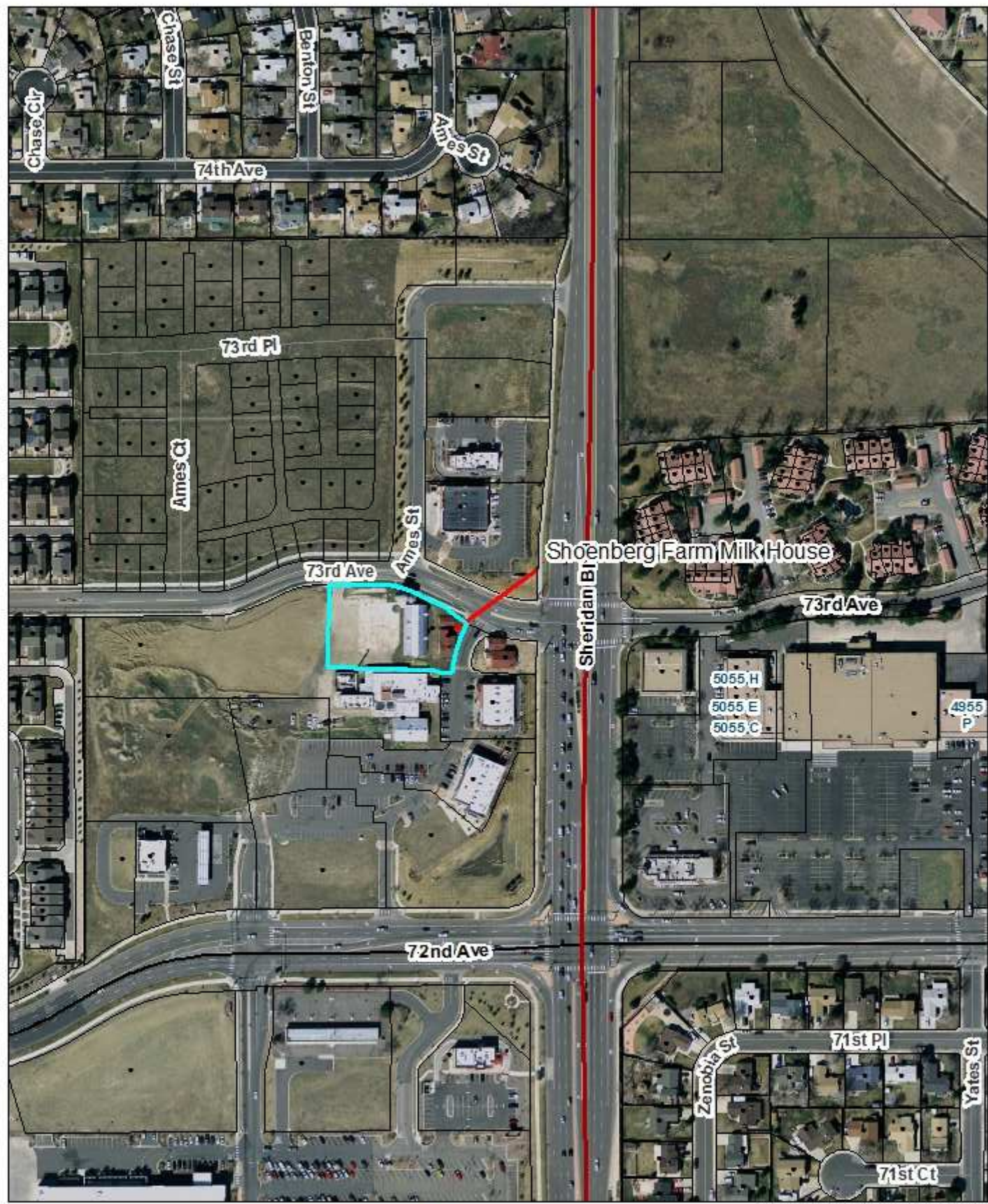
Rehabilitation of the Shoenberg Farm Milk House meets the City Council's strategic plan goal of a *Beautiful, Desirable, Safe and Environmentally Responsible City* by investing in the preservation of Westminster's historical assets and creating a more attractive sense of place at this particular historical site.

Respectfully submitted,

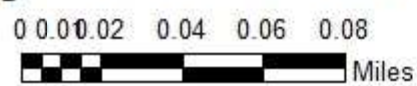
Donald M. Tripp
City Manager

Attachments: Vicinity Map
Contract

Shoenberg Farm Milk House Vicinity Map



City of Westminster





Agenda Memorandum

City Council Meeting
April 25, 2016



SUBJECT: 2016 Fire Department Cumulative Purchases over \$75,000 for Bunker Gear and Personal Protective Equipment

Prepared By: Bill Work, Deputy Fire Chief

Recommended City Council Action

Authorize the Fire Department's cumulative purchases with L.N. Curtis & Sons for bunker gear and personal protective equipment which is not to exceed \$160,000 through year end of 2016. This request is based on the recommendation of the City Manager.

Summary Statement

The Westminster Municipal Code requires that all purchases over \$75,000 be brought to City Council for approval. Staff has taken a conservative approach in interpreting this requirement to include transactions where the cumulative total purchases of similar commodities or services from one vendor in a calendar year exceeds \$75,000.

These purchases are primarily for the purchase of bunker gear and includes normal replacement as well as phase one of a two year process to purchase a "second set" of bunker gear for line firefighters. L.N. Curtis also supplies other personal protective equipment.

City Council previously approved a budget amendment to the 2016 Operating Budget to add \$112,000 to the Fire Department's Uniform and Equipment account for the expressed purpose of purchasing the first half of the necessary bunker gear to create a second set of bunker gear for all line firefighters.

Adequate funding is appropriated in the 2016 Fire Department Operating Budget for these purchases.

Expenditure Required: Not to exceed \$160,000

Source of Funds: Fire Department Operating Budget

Policy Issues

Should Council approve the cumulative purchases of bunker gear and other personal protective equipment from L.N. Curtis that total over \$75,000, but not to exceed \$160,000?

Does Council still agree to authorize purchase of a “second set” of bunker gear for line firefighters?

Alternatives

City Council could request Staff solicit other vendors. Staff does not recommend this option due to the fact the purchase for bunker gear was put out to bid in May of 2015. As a result of those bids, L.N. Curtis was chosen as the low bid and was asked for pricing for additional years to include 2016 and 2017.

City Council could decide to not authorize the purchase of the “second set” of bunker gear and just keep the status quo of having firefighters manage their exposure risk to the carcinogens that their bunker gear gets contaminated with at fire scenes and other emergencies as they do now. This is not recommended due to the fact this is a significant step forward in addressing a primary safety concern the firefighters have had for some time. The mid-year authorization by City Council to add money to the 2016 Fire Department Operating Budget to begin purchasing the “second set” of bunker gear was a result of recognizing this concern from the firefighters.

Background Information

The job of being a firefighter is inherently dangerous and presents a number of risks to the personnel in these positions. One of the primary forms for protecting firefighters is by providing them with the necessary personal protective equipment such as air packs and bunker gear. This personal protective equipment is what allows firefighters to effectively work in various, hazardous conditions. This gear is checked and maintained constantly to assure it meets the required safety standards. Bunker gear does have a National Fire Protection Association (NFPA) recommended service life of a maximum of ten years.

Firefighter safety is always a primary concern. The City has always provided the firefighters with some of the best personal protective equipment on the market. The “second set” of bunker gear will address the concern about having a proper backup set of gear more immediately available for personnel to switch into after potential contamination occurs. Once the risk of actually fighting a fire is over, a secondary significant risk still exists until the bunker gear is properly laundered. Science and modern medicine have shown that firefighters are at increased risk of certain cancers due to exposure to carcinogens that adhere to their personal protective equipment after fires and hazardous material type incidents. The City has invested in specific specialized equipment like the washer/extractors and dryers at each fire station to help promote the proper cleaning of this personal protective equipment after every possible exposure. The second set of gear promotes the more immediate ability to decontaminate the gear without leaving the firefighter having to wait until after his/her shift ends or in seeking a backup set that is probably located in a different fire station than the one they are working at. Being able to more immediately replace contaminated bunker gear reduces the exposure and possible risk to not only the firefighters, but to the public who might see them on their next response.

In May of 2015, a request for bids was sent to four companies that sell firefighting bunker gear. Three companies responded with the following pricing per set (coat and pants):

- American Safety Associates: coat \$1198; pant \$939; Total per set \$2137
- Casco Industries, Inc: coat \$1730; pant \$1325; Total per set \$3055
- L.N. Curtis & Sons: coat \$1130; pant \$845; Total per set \$1975

The bid was awarded to L.N. Curtis & Sons in July 2015 for the Globe G-XTreme 3.0 Style Jacket and the Globe G-XCEL Pant. The bid provided the option for two additional years of purchase with an allowed increase for price increases that are passed on from the textile mill that makes the 7.5 oz. Millenia

XT fabric. As a result of this year's price increase, 2016 pricing will be: coat \$1,205, pant \$870; Total per set \$2,075.

It is expected that up to 69 sets of bunker gear will be purchased this year for normal replacement, new hires, and as a second set for over 50 firefighters. Bunker gear is normally replaced every 10 years, unless otherwise indicated. In the new replacement schedule, the new gear will be placed in service as front line for five years, then will be used as the "second set" for the last five years of service life. Current gear that is replaced will be used as the "second set" until scheduled replacement time.

These purchases support City Council's Strategic Plan Goals of "Financially Sustainable City Government Providing Exceptional Services" and "Beautiful, Desirable, Safe and Environmentally Responsible City" by promoting a culture of safety for the firefighters and by providing the necessary equipment to facilitate practices that will reduce the same potential carcinogen exposure to the general public when firefighters arrive to an incident in their bunker gear.

Respectfully submitted,

Donald M. Tripp
City Manager



Agenda Memorandum

City Council Meeting
April 25, 2016



SUBJECT: Quarterly Insurance Claims Report – January through March 2016

Prepared By: Martee Erichson, Risk Manager

Recommended City Council Action

Accept the First Quarter 2016 Insurance Claims Report.

Summary Statement

- The attached report provides detailed information on each liability insurance claim made to the City including the City's claim number, date of loss, claimant's name and address, a summary of the claim, and the claim's status. Since all claims represent a potential liability to the City, Risk Management Staff works closely with the City Attorney's Office on litigated claims to consider the interests of the City and our the citizens. The listing of the claims in this report is provided in accordance with Westminster Municipal Code 1-30-3.
- In accordance with Code provisions, the Risk Manager, acting as the City Manager's designee, has the authority to settle claims of less than \$30,000. However, under the City's contract with the Colorado Intergovernmental Risk Sharing Agency (CIRSA), CIRSA acts as the City's claims adjustor and settlement of claims proceed with the concurrence of both CIRSA and the Risk Manager. The City retains the authority to reject any settlement recommended by CIRSA, but does so at the risk of waiving its insurance coverage for such claims.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

None identified.

Alternative

None identified.

Background Information

Information on the status of each claim received during the 1st quarter of 2016 is provided on the attached report. All Incident Report forms are signed and reviewed by appropriate supervisors, Safety Committee representatives and department heads. Follow-up action, including discipline if necessary, is taken on incidents where City employees are at fault.

For the first quarter of 2016, Staff has noted the following summary information:

- Five of the 14 claims reported in the first quarter of 2016 are closed at this time.
- Total claims for the quarter and year-to-date are broken down by department as follows:

Department	1st Quarter 2016			YTD Total
	Total Claims	Open	Closed	
City Council	2	2	0	2
Community Development	2	0	2	2
Fire	1	0	1	1
Parks, Recreation and Libraries (PRL)	2	1	1	2
Police (PD)	3	3	0	3
Public Works and Utilities (PWU) - Street Maintenance	2	1	1	2
Public Works and Utilities (PWU) - Utility Field Operations	2	2	0	2
TOTAL	14	9	5	14

Risk Management supports Council’s Strategic Plan goal of “Financially Sustainable Government Providing Excellence in City Services” by working to mitigate the cost of claims to the City and maintaining a loss control program that strives to keep City streets and facilities safe for the general public.

Respectfully submitted,

Donald M. Tripp
City Manager

Attachment – Quarterly Insurance Report

Quarterly Insurance Claims Report – January through March 2016

Claim Number	Loss Date	Dept.	Claimant	Address	Claim Description	Payment	Status	Notes
2016-0022	2/3/2016	PD	Lorena Marquez	305 W Genesee St, Lafayette CO 80026	Claimant's personal property was lost when it was left on a patrol car during her arrest by Westminster Police officers.		Open	CIRSA investigating
2016-0027	2/8/2016	PWU - Streets	Tony Beilman	7795 Perry Pl, Westminster CO 80030	Claimant's vehicle was damaged when he hit a large snow pile he alleged City snow removal crews left in the street.		Closed	Claim denied based on Colorado Governmental Immunity Act and investigation found no evidence of negligence on the part of the City.
2016-0038	2/10/2016	FD	92nd Avenue Office Suites Owners Association, C/O Denise Sandusky	3520 W 92nd Ave #100, Westminster CO 80031	Inappropriately installed private sewer line cleanout pipe located on City property at Fire Station #2 was damaged causing sewer backup in business office property.	\$2,061.00	Closed	Claim denied based on Colorado Governmental Immunity Act and investigation found no evidence of negligence on the part of the City; however, claimant was offered payment under the City's "good neighbor" settlement program.

Quarterly Insurance Claims Report – January through March 2016

Claim Number	Loss Date	Dept.	Claimant	Address	Claim Description	Payment	Status	Notes
2016-0076	3/23/2016	PRL	Louis Zorn	2965 E 135th Pl, Thornton CO 80241	Claimant's vehicle was damaged when a City driver plowing a parking lot backed into the claimant's vehicle.		Open	CIRSA investigating
2016-0077	3/23/2016	PWU - Util	Pao Thao	2531 W 109th Ave, Westminster CO 80234	Claimant's parked vehicle was damaged when a City driver plowing the street backed into the claimant's vehicle.		Open	CIRSA investigating
2016-0086	3/23/2016	PRL	Chris Sailor	332 N 42nd Ave, Brighton CO 80601	Claimant's vehicle was damaged when a City driver plowing a parking lot backed into the claimant's vehicle.	\$ 856.62	Closed	
2016-0078	3/24/2016	PWU - Streets	Jake Morse	5771 92nd Ave #329, Westminster CO 80031	Claimant's vehicle was damaged when a City driver plowing the street rear-ended the claimant's vehicle.		Open	CIRSA investigating

Quarterly Insurance Claims Report – January through March 2016

Claim Number	Loss Date	Dept.	Claimant	Address	Claim Description	Payment	Status	Notes
CLAIMS SUBMITTED RECENTLY WITH OCCURRENCE DATE PRIOR TO 1st QUARTER 2016:								
2014-0434	1/5/2014	PD	Jennifer Dees	C/O Atty Raymond K. Bryant, Civil Rights Litigation Group, PLLC, 1391 Speer Blvd, Ste 705, Denver CO 80204	Claimant's attorney alleges a violation of the claimant's civil rights when she was arrested for violating a protection order.		Open	CIRSA investigating
2014-0242	8/11/2014	City Council	Eric Brandt	C/O Atty David Lane, Killmer, Lane & Newman, LLP, 1543 Champa St, Ste 400, Denver CO 80202	Claimant's attorney alleges a violation of his first amendment rights based on the actions that took place during a City Council meeting.		Open	CIRSA investigating
2014-0433	10/31/2014	PD	Eric Brandt	C/O Atty David Lane, Killmer, Lane & Newman, LLP, 1543 Champa St, Ste 400, Denver CO 80203	Claimant's attorney alleges a violation of his first amendment rights based on two citations issued to him in City parks.		Open	CIRSA investigating
2015-0277	8/6/2015	PWU - Util	Century Link	C/O CMR Claims Department, P O Box 60770, Oklahoma City OK 73146	A CenturyLink phone line was damaged during City utility trench excavation.		Open	CIRSA investigating

Quarterly Insurance Claims Report – January through March 2016

Claim Number	Loss Date	Dept.	Claimant	Address	Claim Description	Payment	Status	Notes
2015-0427	9/6/2015	CD	Ethan Pfeifer(minor); Jeffrey Pfeifer (parent)	2057 S Moss St, Lakewood CO 80228	Claimants' attorney alleges Ethan Pfeifer was injured as a result of a bicycle accident on the Orchard Loop Trail due to the City's negligence.		Closed	Claim denied based on Colorado Governmental Immunity Act and investigation found no evidence of negligence on the part of the City.
2015-0350	9/16/2015	CD	Gary Yost	510 W 3rd Ave Dr, Broomfield CO 80020	Claimant's attorney alleges the claimant was injured in a motorcycle accident when the claimant hit a hole in the road in a construction zone at 120th and Federal.		Closed	Claim denied based on Colorado Governmental Immunity Act and investigation found no evidence of negligence on the part of the City. The claimant was referred to the contractor that was performing the street work.
					TOTAL	\$2,917.62		



Agenda Memorandum

City Council Meeting
April 25, 2016



SUBJECT: 2016 Chip Seal Project

Prepared By: Kurt Muehlemeyer, Pavement Management Coordinator
Dave Cantu, Street Operations Manager

Recommended City Council Action

Authorize the City Manager to execute a contract for the 2016 Chip Seal Project to the low bidder, A-1 Chipseal Company in the amount of \$545,946, and authorize a contingency of \$54,000 for a total authorized expenditure of \$599,946 in 2016, and authorize options for two additional one-year renewals (2017 and 2018) based on the annual percent of change of the Denver-Boulder-Greeley Consumer Price Index (CPI) for all urban consumers.

Summary Statement

- Chip seal is a cost effective preventative maintenance technique that seals the surface of asphalt pavements and prolongs pavement life. This process has been utilized on Westminster roadways for 20 years, and is part of the City's pavement management process.
- The 2016 Chip Seal Project includes the application of 105,823 square yards of conventional chip seal and 21,293 square yards of hot applied chip seal, to be applied on 18 lane miles of arterial and collector roadways.
- Formal bids were solicited on the City's website through DemandStar with one contractor responding.
- The only bidder, A-1 Chipseal Company meets all of the City bid requirements and has successfully completed similar projects in Westminster and the Denver Metropolitan area over the last 20 years.
- The 2016 Chip Seal Project bid price reflects a 5% increase over 2015 prices but is 1% lower than Staff's estimate.
- As proposed, annual contract renewals for 2017 and 2018 will require agreement by both parties and any unit cost price adjustments will be based on Consumer Price Index for All Urban Consumers.
- Adequate funds were budgeted and are available for this expense.

Fiscal Impact: \$599,946 in expenses

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

Policy Issue

Should City Council award the low bid to A-1 Chipseal Company (A-1) for the 2016 Chip Seal Project and authorize negotiations for 2017 and 2018 chip seal work based on the annual percent of change of the Denver-Boulder-Greeley Consumer Price Index (CPI) for all urban consumers?

Alternatives

1. City Council could request that Staff prepare bid documents and advertise the 2016 Chip Seal contract for a second round of competitive bid submittals. This alternative is not recommended because another round of bidding is unlikely to result in any savings to the City and could possibly increase City costs. In addition, going through the bid process would delay the 2016 Chip Seal Project by six weeks, which could result in a reduction of work that would be performed in 2016.
2. City Council could request that the streets identified to receive a chip seal application be resurfaced with a thin 1” overlay of hot-mix asphalt (HMA). Staff does not recommend this alternative because the cost of this overlay would be more than twice the cost of a chip seal and would not provide any additional benefits.
3. City Council could choose not to negotiate the 2017 and 2018 projects using CPI and solicit bids on the City’s DemandStar site in each year. Staff does not recommend this alternative because multi-year contracts are more desirable to potential vendors, have shown to achieve more competitive pricing and minimize staff time spent preparing the request for bids every year.

Background Information

Public Works and Utilities uses a variety of different processes to maintain and preserve the City’s 1,100 lane mile street network. Conventional chip seal is a preventative maintenance process that utilizes liquid asphalt in conjunction with small rock chips which is applied to a road’s surface simultaneously. This process seals the roadway surface, prevents moisture infiltration, stops pavement oxidation and prolongs pavement life. The hot applied chip (HAC) overlay is a one inch thick layer of open-graded hot mix asphalt that is placed on top of a conventional chip seal. This process gives a street a new riding surface and provides additional structural strength to the existing roadway. Both of these processes have successfully been used on Westminster roadways for more than 20 years. The Chip Seal Project is based on the City’s comprehensive pavement management process. As a part of that process, Staff determined that the preventative maintenance strategies outlined in this memorandum are the most cost effective solutions for the listed streets.

The City has utilized the services of a private contractor for the application of chip seal and HAC overlay for the previous 20 years. The 2016 Chip Seal Project includes 105,823 square yards of conventional chip seal, and 21,293 square yards of HAC overlay, to be applied to 11 arterial and collector roadways representing 18 lane miles. While the HAC overlay process has been successfully applied to many roadways in Westminster, the City’s pavement management system only identified 1 location as a high priority to receive this treatment in 2016. Additional roadways have been earmarked to receive the HAC overlay in future years.

Formal bids were solicited in accordance with City bidding requirements for the Chip Seal Project. Request for proposals were advertised on the City’s website via DemandStar.

The following sealed bid was received:	
1. A-1 Chipseal Company	\$545,945.35
City Staff’s Estimate	\$551,398.74

The only bidder, A-1 Chipseal meets all of the City bid requirements and has previously completed similar projects in Westminster and the Denver Metropolitan area over the last 20 years. A-1’s 2016 bid prices reflect a 5% increase above 2015 pricing but is 1% lower than Staff’s estimate.

SUBJECT: 2016 Chip Seal Project

Page 3

The contract sum for renewal periods 2017 and 2018 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 proposed action supports the City's 2015 Strategic Plan Goals of Beautiful, Desirable, Safe and Environmentally Responsible City, Financially Sustainable Government Providing Excellence in City Services and Ease of Mobility by providing well maintained sustainable City infrastructure and ease of mobility for the residents and guests of Westminster.

Respectfully submitted,

Donald M. Tripp
City Manager

Attachment- 2016 Chip Seal Project Location List

City of Westminster
Department of Public Works & Utilities
Street Operations Division
5-Year Street Improvement Master Plan
2016

Arterial/Collector/Industrial Streets

LOCATION	FROM:	TO:
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HAC Overlay

1. Independence Drive	96th Drive	Wadsworth Parkway
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Chipseal

1. Orchard Parkway	136th Avenue	South End
2. 112th Avenue	Huron Street	Federal Boulevard
3. Irving Street	80th Avenue	82nd Avenue
4. 81st Avenue	Hooker Street	King Street
5. 82nd Avenue	Federal Boulevard	Irving Street
6. Green Court	81st Avenue	82nd Avenue
7. Yates Drive	88th Avenue	Wolff Court
8. Wolff Court	88th Avenue	South End
9. 75th Avenue	Winnona Street	Sheridan Boulevard
10. 75th Avenue	Lowell Boulevard	Stuart Street



Agenda Item 8 G

Agenda Memorandum

City Council Meeting
April 25, 2016



SUBJECT: 2016 Water Meter and Meter Parts Purchases

Prepared By: Brad Bettale, Meter Shop Foreman
Roger Harshman, Water Distribution Superintendent
Stephen Gay, Utilities Operations Manager

Recommended City Council Action

Upon recommendation of the City Manager, find that the public interest is best served by authorizing a negotiated purchase from the sole source provider, National Meter & Automation, Inc. for new water meter replacement transponders, chambers, and other miscellaneous meter parts in an amount not to exceed \$256,039 for calendar year 2016.

Summary Statement

- Water meters are installed at every service connection to the City's water distribution system. These meters measure customer water consumption for monthly billing purposes. Meter accuracy is essential to ensuring accurate billing.
- Public Works and Utilities collaborates with Community Development to estimate the number of new metered connections to the distribution system annually, all of which require the installation of new water meters.
- Additionally, water meters are regularly tested for accuracy based on manufacturer specifications. Failing meters must be repaired and/or replaced to ensure billing accuracy.
- Staff anticipates purchasing meter bodies, transponders, and repair and replacement parts for both small residential meters and large commercial water meters.
- Staff is requesting approval to negotiate these purchases from National Meter & Automation, Inc., as the meter system the City uses is a proprietary item and only available through the authorized local distributor, National Meter & Automation, Inc.
- Staff is requesting authorization to purchase these meter parts as needed throughout 2016 in an amount not to exceed \$256,039.
- Adequate funds are budgeted and available for this expense.

Fiscal Impact: Not to exceed \$256,039

Source of Funds: Utility Fund – Utilities Operations Operating Budget

Policy Issue

Should City Council authorize the negotiated purchase of water meter replacement parts from National Meter & Automation, Inc. (National Meter) in an amount not to exceed \$256,039 for calendar year 2016?

Alternatives

- City Council could choose to authorize the purchase of only a portion of the meters, transponders and repair parts, and delay the remainder to next year. Staff does not recommend this alternative, as the parts are purchased based on the new service connections to the distribution system, meter testing results, and needed repairs and/or replacements. Delaying the purchase could impact Staff's ability to track consumption and to accurately bill customers for their water use. These results would have a negative impact on revenues and customer service.
- City Council could choose to reject this negotiated purchase and request that the parts be purchased from another vendor. Staff does not recommend this alternative as National Meter is the only local vendor for Badger water meters, the proprietary water meter system that the City has successfully used. Using a different vendor could result in higher costs, and Staff believes that National Meter currently provides the best value to the City.

Background Information

In 1995, Staff identified the Badger Water Meter System as the most reliable platform to provide the information necessary to accurately meter and bill the City's water customers. Water meters are installed at every service connection to the City's water distribution system. These meters measure customer water consumption for monthly billing purposes, and provide a significant portion of the Utility's revenues.

Meters are periodically tested for accuracy using industry standards and the results are compared to manufacturer specifications. When meters are found to be performing outside of the manufacturer's specifications, actual consumption as well as billing are impacted, and repairs and/or replacement becomes necessary. Most often, meters are found to under-record water use, resulting in lost revenues. Inaccurate meters need to be repaired and/or replaced, which requires a stock of materials.

Public Works and Utilities collaborates with Community Development to estimate the number of new metered connections to the distribution system annually, all of which require the installation of new water meters. Staff also maintains a stock of inventory which allows timely response to emergency customer service calls and timely installation of new residential meter sets.

Staff is requesting authority to purchase the specific materials listed in the attached spreadsheet. National Meter is the western regional Badger Water Meter sole supplier, and all meters, transponders and parts furnished by National Meter meet the required specifications set by the City. Staff is requesting that Council authorize a negotiated purchase of Badger Water Meters and meter parts from the sole source provider, National Meter, for an amount not to exceed \$256,039.

National Meter has a long history of providing reasonable and competitive pricing and will have the material readily available when requested. If for some reason National Meter is not able to supply the needed parts, Staff has the option to go directly to Badger Meter for the purchase of meters and parts.

In addition to the meter parts purchased through National Meter, Staff utilizes a variety of vendors to provide other needed materials for the City's water and wastewater operations and programs. These purchases include routine, competitively bid items, along with emergency purchases needed to address water or wastewater system critical events.

This purchase helps achieve the City Council's Strategic Plan Goal of "Excellence in City Services" by contributing to the objective of well-maintained City infrastructure and facilities, by making sure that the City's water customers are accurately billed for their water consumption.

Respectfully submitted,

Donald M. Tripp
City Manager

Attachment

Item	qty	Cost per	Extended Cost
Fire Hydrant Meter Assembly	10	\$1,050.00	\$10,500.00
5/8" E-Series model 25 polymer	0	\$284.94	\$0.00
1" E-Series model 55 Fire Rated	150	\$410.56	\$61,584.00
1.5" Orion model 120 transmitter	20	\$271.64	\$5,432.80
2" Orion model 170 transmitter	20	\$285.05	\$5,701.00
5/8" Orion model 25 transmitter	50	\$172.00	\$8,600.00
3/4" E-series model 35 Fire Rated	10	\$392.48	\$3,924.80
4" Turbo Series chamber assembly	20	\$1,311.58	\$26,231.60
3" Turbo Series chamber assembly	20	\$1,256.81	\$25,136.20
4-6" Compound LS disc chamber	25	\$54.70	\$1,367.50
2-3" Compound LS disc chamber	40	\$44.35	\$1,774.00
1.5" E-Series meter	0	\$776.54	\$0.00
2" E-Series meter	0	\$996.24	\$0.00
6" Compound Orion Transmitter less summator	1	\$957.56	\$957.56
Orion receiver antenna	2	\$224.70	\$449.40
1.5" 120 disc chamber	40	\$287.65	\$11,506.00
2" 170 disc chamber	40	\$447.45	\$17,898.00
5/8 X 3/4" X 9 model 25 meter	10	\$53.42	\$534.20
3" turbo rotor	15	\$116.00	\$1,740.00
4" turbo rotor	15	\$122.00	\$1,830.00
6" turbo rotor	8	\$566.00	\$4,528.00
2" 200 chamber	25	\$1,130.19	\$28,254.75
1.5" 160 chamber	25	\$753.45	\$18,836.25
various meter gaskets	1	\$8,305.00	\$8,305.00
1.5" strainer	1	\$387.00	\$387.00
2" strainer	0	\$387.00	\$0.00
3" strainer	1	\$560.00	\$560.00
4" strainer	0	\$753.00	\$0.00
6" strainer	0	\$1,050.00	\$0.00
Miscellaneous Parts	1	\$10,000.00	\$10,000.00
			\$0.00
			\$0.00
			\$256,038.06



Agenda Memorandum

City Council Meeting
April 25, 2016



SUBJECT: Special Legal Counsel – Dadiotis Litigation

Prepared By: David Frankel, City Attorney

Recommended Council Action

Authorize the City Manager to execute a contract amendment with Hoffmann, Parker, Wilson & Carberry P.C., for litigation of the Dadiotis Gold Enterprises, Inc. (“Dadiotis”), contract dispute, increasing the authorized expenditure amount with this contractor from the original contract amount of \$50,000 to \$150,000.

Summary Statement

- In response to the Declaratory Judgment action the City filed on November 15, 2015, seeking to enforce the termination date of the concessionaire agreement allowing Dadiotis to operate the City’s two golf course restaurants, Dadiotis has filed multiple counterclaims.
- Initially this dispute was handled by the City Attorney’s Office, including extensive unsuccessful settlement negotiations that took place in the summer and fall of 2015.
- Given the other competing priorities for legal work in the City Attorney’s Office, it was the City Attorney’s recommendation in January 2016 that Council hire an outside law firm specializing in municipal litigation matters to take over this case.
- M. Patrick Wilson, Esq., of the firm Hoffman, Parker, Wilson & Carberry, P.C., has been the partner on the case and is an experienced and well-respected litigator in municipal matters.
- City Attorney’s Office Staff will remain a contact point for City Staff and will coordinate the litigation efforts in every way possible to minimize costs. In addition, Mr. Wilson will assign work to the firm’s litigation associates as appropriate to reduce costs.
- City Council has previously found merit in approving special legal counsel to assist the City Attorney’s Office as needed, rather than expanding the office’s permanent staff.
- This expense was not included within the City Attorney’s Office budget but funds are available for this expense within the central charges budget.

Expenditure Required: Not to exceed \$150,000

Source of Funds: Property and Liability Self Insurance Fund – Central Charges, Professional Services

Policy Issue

Should City Council continue to retain special legal counsel to assist the City in connection with the Dadiotis contract dispute litigation?

Alternatives

Do not continue to retain special legal counsel assistance for this litigation or seek such assistance from another source. Neither of these alternatives are recommended, given the need for Parks, Recreation and Libraries to regain control of its golf course restaurants and the various other competing priorities in the City Attorney’s Office’s work load. Hiring this outside counsel has provided the opportunity to add experienced attorneys dedicated to the case, especially responsive to deadlines, and access to an office that is fully equipped with litigation support resources. Mr. Wilson’s fee of \$225 per hour, with \$185 per hour for associate time, is well within the Denver area market for such services.

Background Information

Mr. Wilson is a partner in the firm of Hoffmann, Parker, Wilson & Carberry, P.C. His practice of more than twenty years specializes in eminent domain, condemnation, real property litigation, sales and use tax litigation, local government law, general litigation, arbitration and mediation, administrative procedures and appeals. Mr. Wilson is currently litigating cases for the cities of Lakewood and Commerce City, the Town of Silverthorne, and the Vail Recreation District, and he serves as a hearing officer for the City and County of Denver.

Mr. Wilson is a graduate of the University of California, Hastings College of the Law, was a law clerk for Denver District Court Judge Larry Naves and served as a Colorado Assistant Attorney General from 1999-2001.

City Council’s original authorization for outside counsel in this matter was in January 2016 for an amount not to exceed \$50,000. The cost of litigation is now estimated to exceed the original authorized amount and as such additional funding is requested.

Approval of this amended outside counsel agreement supports the City’s 2015 Strategic Plan Goal of a Financially Sustainable Government Providing Excellence in City Services. The flexibility of “staffing up” by adding outside counsel is an efficient short-term solution to addresses surges in the City’s demands for legal services.

Respectfully submitted,

Donald M. Tripp
City Manager

Attachment: Amended Agreement for Legal Services

AMENDED AGREEMENT FOR LEGAL SERVICES

THIS AMENDED AGREEMENT is made this 25th day of April, 2016, by and between HOFFMANN, PARKER, WILSON & CARBERRY, P.C., Attorneys at Law (the "Firm") and the CITY OF WESMTINSTER, a Colorado home rule municipality.

RECITALS

The City is desirous of contracting with the Firm for legal services; and

The Firm and its attorneys are authorized to practice law in the State of Colorado.

AGREEMENT

1. The Firm shall furnish special legal services to the City in connection with the contract dispute between the City and Dadiotis Golf Enterprises, LLC (the "Services").

2. M. Patrick Wilson of the Firm shall be principally responsible for the Services.

3. The Firm is acting as an independent contractor; therefore, the City will not be responsible for FICA taxes, health or life insurance, vacation, or other employment benefits.

4. The City shall pay for the Services at the following hourly rates: \$225/partner; \$185/associate; \$95/paralegal.

5. This Agreement may be terminated by the City with or without cause.

6. Payments under this Agreement were originally approved by the City Council in January 2016, and this Amendment was approved by Council on April 25, 2016.

7. The authorized expenditure amount with this contractor is increased from the original contract amount of \$50,000 to \$150,000. Payments pursuant to this Agreement shall not exceed one hundred fifty thousand dollars (\$150,000) without further written authorization by the City.

8. To the extent this Agreement constitutes a public contract for services pursuant to C.R.S. § 8-17.5-101 et seq., the following provisions shall apply: The Firm shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. In addition, the Firm shall not enter into a contract with a subcontractor that fails to certify to the Firm that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. If the Firm obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Firm shall notify the subcontractor and City within three (3) days that the Firm has actual knowledge that the subcontractor is employing or contracting with an illegal alien. Furthermore, the Firm shall terminate such subcontract with the subcontractor if, within three (3) days of receiving the notice required pursuant to this paragraph, the subcontractor does not stop employing or contracting with the illegal alien. Except that the Firm shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

The Firm certifies that, prior to executing this Agreement, it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-verify program administered by the United States Department of Homeland Security and the Social Security Administration (the "E-verify Program"), or the employment verification program administered by the Colorado Department of Labor and Employment (the "Colorado

Verification Program”). The Firm shall not use either the E-verify Program or the Colorado Verification Program procedures to undertake preemployment screening of job applicants while performing this Agreement. The Firm shall comply with all reasonable requests by the Colorado Department of Labor and Employment made in the course of an investigation undertaken pursuant to the authority established in C.R.S. § 8-17.5-102(5).

HOFFMANN, PARKER, WILSON & CARBERRY, P.C.

By _____
M. Patrick Wilson

CITY OF WESTMINSTER

By _____
Donald M. Tripp
City Manager

Approved as to legal form:

City Attorney’s Office



Agenda Item 8 I

Agenda Memorandum

City Council Meeting
April 25, 2016



SUBJECT: Second Reading on Councillor's Bill No. 13 re Cooperation Agreement and Lease Agreement with the South Westminster Arts Group

Prepared By: Ryan Johnson, Senior Projects Coordinator

Recommended City Council Action

1. Authorize the City Manager to execute a Cooperation Agreement, in substantially the same form as attached, with the Westminster Housing Authority and the South Westminster Arts Group relative to promoting and providing arts and cultural activities and programming in the south part of Westminster.
2. Pass Councillor's Bill No. 13 on second reading authorizing the execution of a lease agreement in substantially the same form as the attached agreement for property located at 7287 Lowell Boulevard, Westminster, CO 80021, to the South Westminster Arts Group (SWAG).

Summary Statement

- Over the last several years, the Westminster Housing Authority (WHA) has leased the South Westminster Arts Group (SWAG) two properties in support of community arts programming. The Rodeo Market building at 3915 W. 73rd Avenue has been run by SWAG as a community center and gallery, and a building at and 7287 Lowell Boulevard has been used as a theater.
- The City recently took ownership of the property at 7287 Lowell Boulevard from the WHA that has previously been leased to SWAG for a community theater.
- SWAG is proposing to continue operation of the theater at 7287 Lowell Boulevard by entering into a lease with the City to utilize the building through March 31, 2017. Upon approval of a lease, SWAG would sublease the premises to the Germinal Stage theater company that will conduct a full season of theatrical performances.
- SWAG is also proposing to enter into a Cooperation Agreement with the City of Westminster and the WHA, as attached, to facilitate the development of arts and cultural programs and activities.
- While the Cooperation Agreement notes that the WHA would provide SWAG with a cash grant of \$8,000 to assist in paying for utilities, it imposes no direct financial funding obligation on the City of Westminster other than incurring the cost to maintain and repair the facility.
- The form of lease for the property has been approved by the City Attorney's Office and by the tenants.
- This Councillor's Bill was approved on first reading by City Council on April 11, 2016.

Subject: Second Reading on Councillor's Bill No. 13 re Cooperation Agreement and Lease Agreement with the South Westminster Arts Group

Page 2

Expenditure Required: Estimated expenses not to exceed \$500

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

Respectfully submitted,

Donald M. Tripp
City Manager

Attachments: Cooperation Agreement
Ordinance
Lease Agreement

A COOPERATIVE AGREEMENT

Between the

CITY OF WESTMINSTER, THE WESTMINSTER HOUSING AUTHORITY

And the

SOUTH WESTMINSTER ARTS GROUP

This Cooperative Agreement is made and entered into this ___ day of April, 2016, by and between the CITY OF WESTMINSTER (“City”), the WESTMINSTER HOUSING AUTHORITY (“WHA”) and the South Westminster Arts Group (“SWAG”).

WHEREAS, the City believes that arts and cultural programming and activities can be a viable and valuable component of facilitating South Westminster revitalization; and,

WHEREAS, the City, has supported the creation of SWAG to promote the arts and culture as a means of facilitating revitalization of the South Westminster community and has a vested interest in the continued success of SWAG; and

WHEREAS, SWAG has been successful in promoting and attracting arts-related activities and businesses into the South Westminster community; and

WHEREAS, the WHA owns property at 3915 W. 73rd Avenue, and the City owns property at 7287 Lowell Boulevard, and 7225 Bradburn Boulevard that can serve to support arts and culture-related programming; and,

WHEREAS, the City, WHA and SWAG desire to continue working in partnership to further promote the arts as a means of facilitating revitalization of the South Westminster community.

NOW, THEREFORE, in consideration of the above premises and the covenants, promises, and agreements set forth below, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

A. GOVERNANCE AND OPERATION.

1. SWAG shall invite a City representative to serve on the SWAG board, and the City shall appoint a City staff person to sit and participate as a board member.
2. The City and SWAG shall work collectively to amend the SWAG bylaws to restructure the SWAG board so as to strengthen its capacity and effectiveness for the purpose of

fulfilling its basic mission of promoting the arts and culture as a means of facilitating revitalization of the South Westminster community.

3. SWAG, working in partnership with the City, shall prepare and adopt a five year Strategic Action Plan for the years 2017 through 2021 by October 31, 2016.

B. FINANCE AND REPORTING.

1. SWAG shall prepare and submit a 2016 budget to the City by April 30, 2016.
2. As and when board meetings occur, SWAG shall provide the City with a copy of the Board meeting minutes within 15 days after SWAG Board approval or acceptance;
3. SWAG shall prepare and submit an annual report to the City by February 15, 2017 detailing the following, at a minimum:
 - a. Board member information including names, roles, and operational responsibilities;
 - b. Membership and volunteer numbers and information pertaining to total volunteer hours served by members, functions served, and residency;
 - c. Grant applications and the results of said applications;
 - d. Year-end profit and loss statements for 2016, showing active budget year, actual amounts and variances, with detailed explanation of income and expenses;
 - e. A detailed synopsis of classes, events and programs offered during the year along with attendance and revenue/cost details;
 - f. A detailed report of the annual Orchard Festival to include:
 - (1) An overview of the event
 - (2) A detailed profit and loss statement showing all expenses and revenues
 - (3) Marketing and advertising efforts with ROI estimates
 - (4) attendance estimate and methodology for tracking attendance
 - (5) Volunteer count and total volunteer hours spent producing event
 - (6) Recommendations/needs for future events
4. SWAG shall diligently pursue funding from the Denver-metro Scientific and Cultural Facilities District, by preparing and filing a copy of the application in a timely manner relative to an eligibility determination and/or funding. The City shall support SWAG in its pursuit of such funding by providing staff assistance, as determined necessary and reasonable by the City, and based upon staff availability.

C. FACILITIES AND OPERATIONS.

1. The Westminster Housing Authority (WHA) shall lease the premises at 3915 W. 73rd Avenue, hereby referred to as the Rodeo Market Community Arts Center, to SWAG, on the following general conditions, which shall be more fully set forth in the Lease document:
 - a. The premises shall be leased to SWAG for a period not to exceed one year ending March 31, 2017, for the use of arts and cultural-related activities and programming.
 - b. SWAG shall pay a nominal lease rate of \$10.00 per year;
 - c. WHA shall contribute \$8,000.00 as a grant to SWAG that shall be used to assist SWAG in paying for the cost of water, gas and electric utilities for the duration of the lease. Such contribution shall be disbursed in four (4) equal quarterly payments with first payment to be processed by the WHA within thirty (30 days) of execution of this Agreement, and thereafter on July 31, October 31 and of the year 2016 and January 31 of 2017
 - d. SWAG shall make utility payments in timely manner and remain in good standing with all utility providers. At the end of each quarter, SWAG shall provide the WHA with evidence of utility payments for the preceding quarterly period. Disbursement of remaining grant funds shall not be provide to SWAG until such documentation showing payments has been provided.
 - e. Failure of SWAG to abide by this Agreement may result in immediate termination of such lease.
2. The City shall lease SWAG the property at 7287 Lowell Boulevard for use as a community theater on a negotiated basis and under a separate use agreement with Germinal Stage. SWAG shall provide a copy of said use agreement to the City within 10 days of its execution by SWAG>
3. The City shall lease the property at 7225 Bradburn Boulevard to SWAG for use as artist studio space, on a negotiated basis under separate license agreements to individual artists.
3. SWAG shall conduct or host classes and programming in the Rodeo Market Community Arts Center as it pertains to the total mission of the organization.
4. SWAG shall be able to utilize the adjacent park area on an as needed basis in consultation with and subject to terms and conditions established by the Department of Parks, Recreation and Libraries.

5. SWAG shall plan for, coordinate and run the annual Orchard Festival on the grounds of the Rodeo Market Community Arts Center and in the general vicinity of 73rd Avenue and Osceola Street in the fall, as follows:
 - a. SWAG and the City shall coordinate and agree on an appropriate date for the festival.
 - b. SWAG shall apply for and obtain all required permits from the City and other regulating agencies;
 - c. The City shall waive any permit related fees required by the City;
 - d. The City shall coordinate with SWAG in providing logistical and equipment related support.

6. SWAG shall plan for, recruit artist submissions, and arrange for installation of art sculptures in the park area immediately east and north of the Rodeo Market Community Arts Center.

D. TERMINATION.

1. This Cooperative Agreement exists for a one year term and, by mutual agreement of all parties, may be renewed on an annual basis. This agreement shall terminate without further action on the part of any party in the event that it is not so mutually renewed.
2. All prior Cooperation or Cooperative Agreements between the parties are hereby rescinded and of no further effect.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

CITY OF WESTMINSTER

SOUTH WESTMINSTER ARTS GROUP

Donald M. Tripp
City Manager

Debbie Teter

Board Chair

ATTEST:

ATTEST:

City Clerk

SWAG Secretary

WESTMINSTER HOUSING AUTHORITY

ATTEST:

Donald M. Tripp
Executive Director

Secretary to the Authority

APPROVED AS TO FORM:

By: _____
City Attorney's Office

BY AUTHORITY

ORDINANCE NO. **3828**

COUNCILLOR'S BILL NO. **13**

SERIES OF 2016

INTRODUCED BY COUNCILLORS
Bird, Garcia

A BILL

FOR AN ORDINANCE APPROVING A LEASE AGREEMENT FOR LEASE OF THE PROPERTY
LOCATED AT 7287 LOWELL BOULEVARD, WESTMINSTER, CO 80030

WHEREAS, the City of Westminster owns the property located at 7287 Lowell Boulevard, Westminster, CO 80030 (also known as the Community Theater property); and

WHEREAS, the City intends to lease the property to the South Westminster Arts Group (SWAG) through March 31, 2017, for the purpose of making the premises available for use by a theatrical company that intends to use the facility to conduct several theatrical productions; and

WHEREAS, SWAG has been screened and determined to be suitable for the property; and

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

WHEREAS, the City Charter requires such lease be approved by ordinance.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The Council approves, and the City Manager is hereby authorized to sign, the Lease Agreement with the South Westminster Arts Group (SWAG) for the property located at 7287 Lowell Boulevard, Westminster, CO 80030, in substantially the same form as Exhibit A, attached hereto and incorporated herein by reference.

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 11th day of April, 2016.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 25th day of April, 2016.

Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

Deputy City Clerk

City Attorney's Office

Exhibit A

LEASE AGREEMENT

This **Lease Agreement** (“Lease”) is entered into between the **CITY OF WESTMINSTER**, a Colorado municipality (“Lessor” or “City”), and **SOUTH WESTMINSTER ARTS GROUP**, a Colorado nonprofit corporation (“Lessee” or “SWAG”).

Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, the Premises described in Paragraph 1 below, subject to the terms, conditions, and agreements set forth herein below:

1. Premises. The Premises consist of the building and property located at 7287 Lowell Boulevard, Westminster, CO, as depicted in Exhibit 1 attached hereto and incorporated herein by reference.

2. Term and Rent. The term of the Lease shall be one-year commencing at 12:00 a.m. on April 1, 2016 and terminating at 12:00 a.m. on March 31, 2017, or sooner as provided herein (the “Term”), for a nominal annual rent payment for the Term in the sum of Ten Dollars (\$10.00).

3. Use. Lessee shall use and occupy the Premises for activities and functions specifically related to theatrical performances and complimentary or supporting activities and functions. The Premises shall not be used for other purposes unless approved in writing by the Lessor. SWAG shall maintain records of any and all third-party rentals of the property and the City, through its staff, shall retain the right to inspect such records at any time.

4. Utilities, Care and Maintenance of Premises.

a. Lessee’s responsibilities: Lessee acknowledges and accepts the Premises in their “as-is” condition. Lessee shall, at its own expense and at all times during the Term of this Lease, maintain the Premises in good and safe condition, and shall surrender the same, at termination hereof, in the same condition as received, normal wear and tear excepted. In addition, Lessee shall be responsible for:

- paying the cost of utilities as defined in paragraph 8, below;
- the routine care and maintenance of the interior of the building on the Premises of a housekeeping nature, including custodial and janitorial services, normal and reasonable cleaning, and the replacement of all consumable or expendable items such as light bulbs, cleaning, bathroom and office supplies, and all items brought into the building by the Lessee; and,
- keeping the exterior of that portion of the Premises, constituting the lot at 7287 Lowell Boulevard, clean and free of weeds.

b. Lessor’s responsibilities: The Lessor shall be responsible for all general repairs relative to the building on the Premises, including roofing, plumbing, mechanical and electrical equipment, that individually do not exceed \$500.00 in cost. The Lessor shall not be obligated to make substantive repair to any of said components should the cost for repair or replacement of any one component exceed \$500.00. Should the cost exceed \$500.00, repairs shall only be made upon approval of the City Manager. The Lessor reserves the right to terminate the Lease immediately should the repair and replacement allowances as provided for above be exceeded, or upon a determination by the City of Westminster that the condition of the Premises constitute a clear and present danger to the public health, safety and welfare.

- 5. Alterations.** Lessee shall not make any interior or exterior alterations, additions, or improvements to the building on the Premises without first obtaining the prior written consent of City staff. Any such alterations, additions, or improvements approved by the City regardless of the party installing the same, become fixtures appurtenant to the Premises.
- 6. Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises, occasioned by or affecting the use thereof by Lessee.
- 7. Assignment, Subletting, and unauthorized Use.** Lessee shall not assign this Lease, nor sublet or allow utilization of any portion of the Premises without the prior written consent of the Lessor, which shall be granted or refused in Lessor's sole discretion. Notwithstanding the foregoing, this Lease anticipates that Lessee will sublet the Premises or portions thereof to a theatrical production and performance group, with the written consent of the City, which consent will not be unreasonably withheld. Any such assignment, subletting or impermissible utilization without Lessor's consent shall be void and, at the option of the Lessor, grounds for Lessor's immediate termination of this Lease.
- 8. Utilities.** The Lessee shall provide and pay for utility charges as they become due, including those for heat, electricity, water, sewer and flood control for the duration of the Lease. All applications and connections for other services desired by Lessee for the Premises shall be made in the name of Lessee only, and Lessee shall be solely liable for such charges as they become due, including those for cable, internet, alarm and telephone services.
- 9. Entry and Inspection.** Lessee shall permit Lessor or Lessor's agents or staff to enter upon the Premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this Lease, to place upon the Premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the Premises thereafter.
- 10. Possession.** If Lessor is unable to deliver possession of the Premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby.
- 11. Indemnification of Lessor.** Lessor shall not be liable for any damage or injury to any person or property occurring on the Premises during the Term of this Lease. Lessee agrees to indemnify and save and hold Lessor harmless from any claims for such damage or injury, no matter how caused, except to the extent such damage or injury was the direct and proximate result of Lessor's negligent act or omission, provided, however, that nothing herein shall be deemed or construed as a waiver by Lessor of any of the protections or limitations against liability to which Lessor may be entitled under the Colorado Governmental Immunity Act. Lessee may satisfy its obligations pursuant to this paragraph by assuming the defense of and liability, if any, for any such claim brought against the Lessor, and retaining for such defense qualified legal counsel reasonably acceptable to the City.
- 12. Insurance.**
- a. Lessee, at its expense, shall maintain comprehensive commercial liability insurance, including coverage for bodily injury and property damage, insuring Lessee and naming Lessor as an additional insured with minimum coverage as follows: \$1,000,000 per occurrence. The insurance shall include coverage for contractual liability. Additional insurance shall be obtained in the event any aggregate limitations result in per occurrence coverage of less than \$1,000,000.

b. Prior to taking possession of the Premises pursuant to this Lease, Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional named insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies that may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation that might otherwise exist.

13. Eminent Domain. If the Premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the Premises, shall be taken by eminent domain, this Lease shall terminate on the date when title vests in the condemnor pursuant to such taking.

14. Destruction of Premises. In the event that the Premises or any part of the building thereon is damaged or destroyed by any cause to an extent that renders the Premises unsafe or unusable for Lessee's purposes, either Lessee or Lessor may terminate this Lease forthwith. In no event shall the Lessor have any obligation to repair or replace the Premises in the event of any such damage or destruction and Lessee's sole and exclusive remedy in the event of such damage to or destruction of the Premises or the building in which it is located is the termination of this Lease.

15. Lessor's Remedies on Default. If Lessee defaults in the performance of any of the covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within ten (10) days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such ten (10) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this Lease on not less than twenty (20) days' notice to Lessee. On the date specified in such notice, the Term of this Lease shall terminate, and Lessee shall then quit and surrender the Premises to Lessor, without extinguishing Lessee's liability. If this Lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the Premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term or condition of default herein shall be deemed a waiver as to any future enforcement.

16. Taxes. Lessee shall be solely responsible for the payment of any property or other taxes that may arise as a result of Lessee's use of the Premises. The Lessee covenants and warrants to Lessor that Lessee is exempt from all federal, state and local taxes and further, that Lessee shall take no action to cause the loss of its exemption from said taxes. Lessee further covenants and agrees with the Lessor that in the event Lessee shall lose its exemption from taxes for any reason, Lessee shall timely pay all and any taxes accruing as a result thereof. Lessee further covenants and agrees to indemnify and hold Lessor harmless against any claims or judgments for unpaid taxes resulting from Lessee's use of the Premises.

17. Attorneys' Fees. In case suit should be brought for recovery of the Premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the Premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorneys' fees. For any controversy or claim arising out of or relating to this Lease, or the breach thereof, the parties agree to attempt to mediate any such disputes in good faith prior to filing any action against the other.

18. Waiver. No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

19. Heirs, Assigns, Successors. This Lease is binding upon and shall inure to the benefit of the heirs, assigns and successors in interest to the parties.

20. Subordination. This Lease is and shall be subordinated to all existing and future liens and encumbrances against the Premises.

22. **Entire Agreement.** This Lease constitutes the entire agreement between the parties concerning the Premises and may be modified only by a written amendment signed by both parties.

23. **Survival.** Paragraphs 8, 11, and 16 through 20 inclusive shall survive any termination of this Lease by either Lessee or Lessor.

Signed as of this ___ day of April, 2016.

CITY OF WESTMINSTER

SOUTH WESTMINSTER ARTS GROUP

By: _____
Donald M. Tripp, City Manager

By: _____
Debbie Teter, Chair

Attest: _____
City Clerk

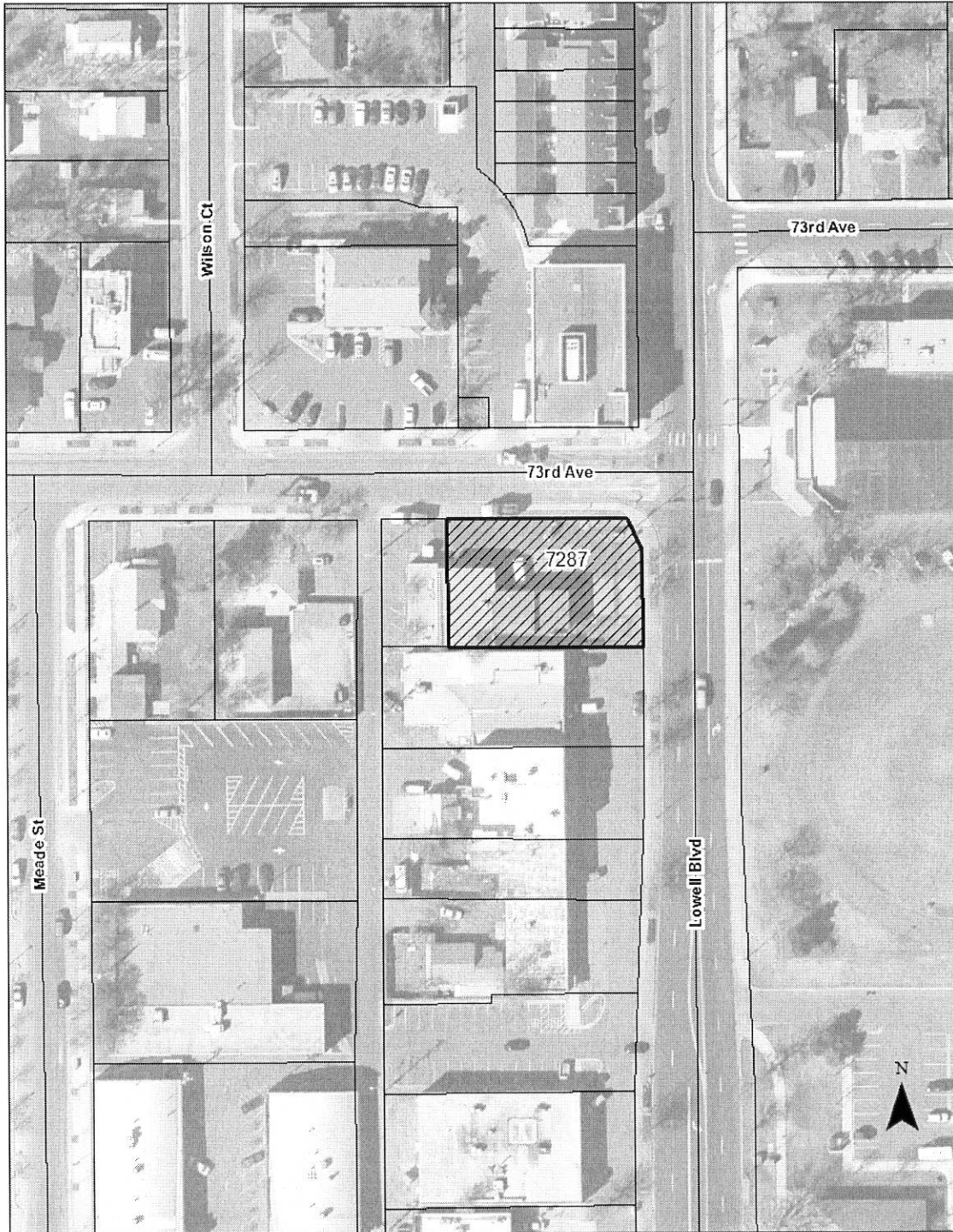
Attest: _____

APPROVED AS TO LEGAL FORM:

By: Jane St. Greenfield
Office of the City Attorney

EXHIBIT 1

Leasable Premises – 7287 Lowell Boulevard





Agenda Memorandum

City Council Meeting
April 25, 2016



SUBJECT: Second Reading of Councillor’s Bill No. 14 re Little Dry Creek Park Acquisition and Demolition Project Supplemental Appropriation

Prepared By: Heather Cronenberg, Open Space Superintendent

Recommended City Council Action

Pass Councillor’s Bill No. 14 on second reading appropriating funds received from the Adams County Open Space Grant Program in the amount of \$290,000 for the Little Dry Creek Park Acquisition and Demolition grant.

Summary Statement

- This Councillor’s Bill was passed on first reading on April 11, 2016.
- City Council previously authorized the Department of Community Development to pursue a grant in the amount of \$290,000 from the Adams County Open Space grant program for the acquisition of 6950 Lowell Boulevard and for a portion of the demolition project to remove the structures and associated improvements at 6930, 6940, 6950, and 6960 Lowell Boulevard for the future Creekside Drive and Little Dry Creek Park (see attached map). Adams County awarded Westminster the grant in the amount requested. Westminster provided matching funds in the amount of \$209,900 from the Trails Capital Project account in the General Capital Improvement Fund.
- Westminster previously received a grant award from Adams County in the amount of \$394,800 to purchase the properties at 6930, 6940, and 6960 Lowell Boulevard. The City provided a match of \$290,200 using 2013 carryover funds from the Parks, Open Space, and Trails Fund.
- The City has acquired all four parcels and is in the process of demolishing the structures and associated improvements to build Creekside Drive and Little Dry Creek Park.
- City Council action is needed to appropriate these grant funds.

Expenditure Required: \$290,000

Source of Funds: Adams County Open Space Grant

Respectfully submitted,

Donald M. Tripp
City Manager

Attachments: Councillor’s Bill
Vicinity Map

BY AUTHORITY

ORDINANCE NO. **3829**

COUNCILLOR'S BILL NO. **14**

SERIES OF 2016

INTRODUCED BY COUNCILLORS
Pinter, Bird

**A BILL
FOR AN ORDINANCE AMENDING THE 2016 BUDGET OF THE PARKS, OPEN SPACE AND
TRAILS AND GENERAL CAPITAL IMPROVEMENT FUNDS AND AUTHORIZING A
SUPPLEMENTAL APPROPRIATION FROM THE 2015 ESTIMATED REVENUES IN THE
FUNDS**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2016 appropriation for the Parks, Open Space and Trails and General Capital Improvement Funds initially appropriated by Ordinance No. 3737 is hereby increased by \$435,000. This appropriation is due to the receipt of Adams County grant funds.

Section 2. The \$435,000 increase shall be allocated to City Revenue and Expense accounts as described in the City Council Agenda Item 10C, dated April 11, 2016 (a copy of which may be obtained from the City Clerk) increasing City fund budgets as follows:

Parks, Open Space and Trails Fund	\$145,000
General Capital Improvement Fund	<u>290,000</u>
Total	<u>\$435,000</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 11th day of April, 2016.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 25th day of April, 2016.

ATTEST:

Mayor

City Clerk

72nd Ave

City of Westminster

Lowell Houses

Acquisition and Demolition



Westminster
FASTracks Station

Lowell Blvd

Federal Blvd

71st Pl

71st Ave

70th Ave

69th Pl

6960 Lowell Blvd






6950 Lowell Blvd

6940 Lowell Blvd

6930 Lowell Blvd

Future Little Dry
Creek Park and
Open Space

Water Quality
Pond

-  Lowell Houses
-  Creekside Drive
-  City Trails
-  Streams
-  Proposed Trails



0 250 500 Feet

Little Dry Creek

Little Dry Creek Trail

Little Dry Creek
Dog Park



Agenda Item 10 A-C

Agenda Memorandum

City Council Meeting
April 25, 2016



SUBJECT: Second Amended Preliminary Development Plan Sheridan Park Planned Unit Development and Fourth Amended Official Development Plan Sheridan Park North Filing No. 1 for Block 3

Prepared By: Patrick Caldwell, AICP, Senior Planner

Recommended City Council Action

1. Hold a public hearing.
2. Recommend that the City Council approve the Second Amended Sheridan Park Preliminary Development Plan. This recommendation is based on a finding that the criteria set forth in Section 11-5-14 of the Westminster Municipal Code have been met.
3. Recommend that the City Council approve the Fourth Amended Sheridan Park North Filing No. 1 for Block 3 Official Development Plan. This recommendation is based on a finding that the criteria set forth in Section 11-5-15 of the Westminster Municipal Code have been met.

Summary Statement

- The property is currently zoned Planned Unit Development (PUD), and this will not change.
- The Preliminary Development Plan (PDP) is proposed to be amended to:
 - Remove the currently allowed uses of Office, Retail, Restaurant & Lounge, and Bars on Areas G and H of the PDP.
 - Add residential uses and non-commercial recreational uses for Areas G and H.
- The Official Development Plan (ODP) proposes 59 single-family detached residential dwellings.
 - Parking, detention, private outdoor space, and a new public street connection at 88th Place are also proposed.
 - The detention ponds will be at the lowest part of the site adjacent to 88th Avenue.
 - The new street, 88th Place, is connected to Yates Street, but will not connect to the existing 88th Place in the Vista Grande Subdivision in unincorporated Adams County. A private neighborhood park will separate the streets.

Expenditure Required: \$0

Source of Funds: N/A

Planning Commission Recommendation

At a public hearing on April 12, 2016 the Westminster City Planning Commission reviewed the proposed PDP Amendment and ODP proposed for the Sheridan Park property. There were no members of the public that spoke at the public hearing. The Planning Commission voted 7-0 to recommend approval of the proposed 2nd Amended Sheridan Park PDP, and the 4th Amended Sheridan Park North Filing No. 1 for Block 3 ODP to the City Council.

Policy Issues

1. Should City Council approve an amendment to the Second Amended Sheridan Park Preliminary Development Plan (PDP)? The amendment will remove the currently allowed uses of Office, Retail, Restaurant & Lounge, and Bars on Areas G and H of the PDP, and replace the uses with Residential uses and Non-Commercial Recreational uses for Areas G and H.
2. Should City Council approve an amendment to the Fourth Amended Sheridan Park North Filing No. 1 for Block 3 Official Development Plan (ODP) to allow 59 single-family detached dwellings on 8.9 acres? Parking, detention, private outdoor space, and a new public street connection at 88th Place are also proposed.

Alternatives

1. Deny the Second Amended Sheridan Park Preliminary Development Plan (PDP), and keep the existing PDP as is. This alternative is not recommended as staff believes that the PDP amendment is in compliance with the criteria set forth in Section 11-5-14 of the Westminster Municipal Code (WMC). Additionally, the amended PDP will bring the PDP into consistency with the Comprehensive Plan designation of R-8 by removing the allowed uses of Office, Retail, Restaurant & Lounge, and Bars on Areas G and H of the PDP, and will replace the uses with Residential uses and Non-Commercial Recreational uses for Areas G and H.
2. Deny the Fourth Amended Sheridan Park North Filing No. 1 for Block 3 Official Development Plan (ODP) to allow 59 single-family detached dwellings on 8.9 acres. This alternative is not recommended as Staff believes that the ODP is in compliance with the criteria set forth in Section 11-5-15 of the WMC. The ODP amendment provides information on the site plan, landscaping, and building design for the proposed development. The ODP amendment complies with the City's Single-Family Detached Design Guidelines and PUD zoning requirements.

Background Information

Nature of Request

The vacant 8.9 acre parcel is presently shown as Areas G and H of the Sheridan Park PDP. Amending the PDP to remove the currently allowed uses of Office, Retail, Restaurant & Lounge, and Bars will allow the developer, Berkeley Homes, to add Residential uses and Non-Commercial Recreational uses. Berkeley Homes proposes 59 single-family detached dwellings, a private park and landscaped courtyards.

The ODP amendment for the single-family detached dwellings defines the site plan, dwelling designs and materials, landscaping, and shows the setbacks for the proposed housing. A detailed explanation is provided in other parts of this memo.

Location

The general site for the amended PDP and ODP is located north of 88th Avenue, south of the Grace Community Church, west of the Vista Grande Subdivision located in unincorporated Adams County, and east of Yates Street. (Attachment 1).

Public Notification

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

- **Published Notice:** Notice of public hearings scheduled before City Council shall be published and posted at least 10 days prior to such hearing and at least four days prior to City Council public hearings. Notice was published in the Westminster Window on April 14, 2016.
- **Property Posting:** Notice of public hearings shall be posted on the property with one sign in a location reasonably visible to vehicular and pedestrian traffic passing adjacent to the site. Two signs were posted on the property on April 14, 2016. One sign faced 88th Avenue, and the other sign was posted near the 88th Place at Yates Street entrance to the west side of the property.
- **Written Notice:** At least 10 days prior to the date of the public hearing, the applicant shall mail individual notices by first-class mail to property owners and homeowner’s associations registered with the City within 300 feet of the subject property. The applicant has provided the Planning Manager with a certification that the required notices were mailed on April 14, 2016.

Property Owner

Yates Partners
 10555 East Dartmouth Avenue, Suite 360
 Aurora, Colorado 80014

Property Developer/Applicant

Berkeley Homes
 10630 East Bethany Drive
 Aurora, Colorado 800014

Surrounding Land Use and Comprehensive Land Use Plan Designation

<u>Development Name</u>	<u>Zoning</u>	<u>Comprehensive Plan Land Use Designation</u>	<u>Current Use</u>
North: Assembly of God Church	PUD	Retail Commercial	Grace Community Church
West: Sheridan Park North	PUD	Office /R&D High Intensity	Hotels, RTD Park & Ride
South: Sheridan Park Subdivision	PUD	Office	Office
East: Vista Grande Subdivision	R-1 and R-1-C in unincorporated Adams County	N/A	Single-Family residential, Single-Family Attached, and Social Services use with the Multiple Sclerosis day site

Site Plan Information

- **Site Edges**

The 8.9 acre site is narrow east to west and long north to south. Along the east edge is a residential subdivision called Vista Grande located within unincorporated Adams County. At the southeast corner of that subdivision is a former elementary school site that is now used as a day site for persons with multiple sclerosis. There is presently no vehicular access to any of the unincorporated Adams County land from the proposed development.

The south edge of the site is bounded by 88th Avenue. 88th Avenue is a collector status road, and is constructed to its full width and design. South of 88th Avenue is a hotel and several office buildings in a part of the original Sheridan Park PDP. The west edge of the site is bounded by Yates Street. Yates Street has a raised median with mature landscape in the median. Yates Street is a 4 lane collector status road. The north edge of the site is the location of the Grace Community Church. The church detention pond is located along most of the north edge of this site.

The high point of the site is at the north edge. The property slopes to the south with the low point at 88th Avenue at the south edge. The drop in elevation from north to south is approximately 70 feet.

- Site road network

An internal north to south spine road to be called Yates Drive is proposed to parallel Yates Street. Yates Drive will form a four way intersection with an existing section of Yates Street that is south of 88th Avenue. This intersection will be one of two primary vehicular access locations into the proposed subdivision. The second primary vehicular access is proposed to be at 88th Place on Yates Street. This intersection will align with the existing 88th Place that is west of Yates Street. A proposed raised landscaped median and a nearby subdivision monument sign will identify 88th Place as the formal major entry into the site. A third access location into the subdivision is at the north part of the proposed subdivision on the east side of Yates Street. The access will be a right in, right out only intersection because of sight distances, grade issues and the presence of the raised median in Yates Street. Traffic studies show that traffic at these three access locations will not overburden the existing streets, and were anticipated when the existing streets were designed.

- Internal Site Vehicle Circulation

The internal spine road called Yates Drive will have alleys to provide vehicle access to the garages of all 59 dwellings. The alleys are double-loaded and most of the alleys will serve a maximum of 10 dwellings. The exception is the alley layout at the southeast part of the site. Because of the length of that alley, the alley will be looped to meet safety standards for emergency access. The alley width, paving surface, turning radius, and length meet the City's Fire and Engineering standards.

- Pedestrian Circulation on Site

Sidewalks exist along Yates Street and 88th Avenue, the perimeter collector streets, and no changes are proposed. Sidewalks will be installed along both sides of the internal spine road, Yates Drive. The entry road of 88th Place will have sidewalks along both sides. All dwellings will face a green landscaped court area. Sidewalks will connect the front of each dwelling to the street. All sidewalks connect to the private park that is centrally located at the T-intersection of 88th Place and Yates Drive. A sidewalk at the east side of the private park will connect to the sidewalk at the stub of 88th Place that is located within unincorporated Adams County.

- Private Park Design

A private park area is centrally located in the development. The park is located on the east side of Yates Drive at the T-intersection of 88th Place and Yates Drive. The park is 0.529 acres or 6% of the site as committed to by the developer with the Service Commitment award. The park has two bocce courts, benches, a shade structure, an open grassy play area, and a loop sidewalk that defines the open grassy lawn. The loop sidewalk connects to the sidewalk at the stub of the adjacent 88th Place that is located within unincorporated Adams County in the Vista Grande subdivision.

- Landscape Design

The proposed landscape design for the site meets the standards required in the City's Landscape Design Guidelines, as well as the landscape incentives to which the developer committed in the Service Commitment award. The west edge of the site along Yates Street is proposed to be heavily planted, and designed to complement an open ornamental steel fence screen. This will provide an effective visual buffer from the vehicles on Yates Street, as well as provide a well landscaped edge for drivers on Yates Street. The north and east edges of the site have landscaping appropriate to the terrain, drainage requirements and proximity of dwellings to external property lines. Two detention ponds are located adjacent to 88th Avenue. Each dwelling will have a private outdoor space. All areas outside of the porches, decks and rear/side yards will be planted, irrigated, and maintained by the Homeowners Association. The site's plantings exceed the minimum quantities for trees and shrubs that were committed to in the Service Commitment award.

- Parking

Each dwelling will have 2 parking spaces in a garage. Half of the dwellings will be the product type with the tuck under garage, shown as Lot type A on the ODP, and these Lot Type A dwellings will also have two driveway parking spaces with the spaces partially covered by a deck above. Parking will be available on both sides of Yates Drive south of 88th Place. The narrower stretch of Yates Drive that is north of 88th Place will have parking on only one side of the street. Parking is not allowed on the perimeter collector streets of Yates Street, and 88th Avenue.

- School Land Dedication

The City Code (11-6-8-F) requires a dedication of school land or cash-in-lieu of land. For this site the City has determined that an on-site public land dedication would not serve the public interest, therefore a fee-in-lieu of the land is required. For single-family detached dwellings a fee of \$876 (2015 fee) per dwelling is due at the time of final plat. For 59 dwellings the total fee is \$51,684. This site is located within School District 50.

- Public Land Dedication

The WMC. §11-6-8-B identifies the formula for the calculation of Public Land Dedication (PLD). For this site the City has determined that an on-site public land dedication would not serve the public interest. Thus, fee in lieu of land dedication is required. The required land dedication would be 2.124 acres, or cash in lieu at fair market value. This site would result in a total PLD of \$213,348. The fee is due for payment prior to the final plat recordation.

- Park Development Fee

The WMC §11-6-8-C requires a Park Development Fee prior to issuance of a Certificate of Occupancy for the first unit in any building. The 2015 fee is \$1,804 per unit for a single-family detached development. For 59 units the total fee of \$106,436 is due to the City. This fee amount may change prior to completion of this project as the park development fee is adjusted annually in accordance with the Consumer Price Index (CPI) as established for the Denver Metropolitan Area.

- Architecture/Building Materials

There are two product types proposed for this ODP. One product type is proposed for a Lot Type A. This is a steeper sloped lot where the front is at a higher elevation, and the rear is at a lower elevation, and the garage can be tucked into the lower level/basement. Three models with two different elevation styles per model are proposed for this product type. All models will be two stories above the basement. Each of these models will have a front porch, and a rear deck. The rear deck is a minimum of 170 square feet, and serves as a partial cover for the driveway below.

The other product type proposed for this ODP is a Lot Type B, and this is a more typical lot that does not have significant grade change from the front to the rear of the building footprint. Four models with two different elevation styles per model are proposed for this product type.

All models will be two stories above the basement. Each of these models will have a front porch. For this proposed ODP the City's anti-monotony criteria will apply, meaning that identical models will not be allowed adjacent or across from each other. A minimum of three models are required and this ODP proposes seven models. The Service Commitment award listed a number of architectural design features and these models meet or exceed the minimum requirements. Building materials will include brick, lap siding, a cast block siding, and asphalt shingle roofing. Colors will be mostly earth colors consistent with the City's Design Guidelines. The general character of the dwellings is a contemporary residential style. All windows will be of a consistent style on all dwelling elevations. At corners and open space areas the side elevations will be enhanced with an oversized awning as an architectural feature. Deck and porch rail styles are consistent with the general contemporary design of the dwellings. Offsets on the facades of each dwelling, and varied roof designs will provide variety to the streetscape.

- Signage

A residential monument sign is proposed at the northeast corner of the intersection of Yates Street and 88th Place. The sign meets the sign size and location requirements of Permanent Residential Subdivision Identification Signs in WMC 11-11-7(E).

- Lighting

As shown on the ODP all site lighting along walks and green courts is bollard style and is designed for no off-site glare. Street lights are downward directed and meet the City standards.

- Public Art

Public art is not required for single-family detached ODP's.

Westminster Municipal Code Requirements

The following information describes how the proposed project addresses the City's land development regulations and design guidelines; and the criteria contained in Section 11-5-14 and 11-5-15 of the Westminster Municipal Code (attached). Staff is of the opinion that the proposed 2nd Amended Sheridan Park PDP and 4th Amended Sheridan Park North Filing No. 1 ODP satisfies all of the following criteria.

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

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

1. *The Planned Unit Development (PUD) zoning and the proposed land uses therein are in conformance with the City's Comprehensive Plan and all City Codes, ordinances, and policies.* The PUD zone allows flexibility to create a unified innovative approach to site plan design. The proposed private park in a central location, the mixture of housing product tailored to the sloping site, the landscaped edges of the site, and other design features are in conformance with the goals of the City's Comprehensive Plan. The proposed residential use conforms to the City Code, ordinances and policies.
2. *The PUD exhibits the application of sound, creative, innovative, and efficient planning principles.* The PUD includes criteria for development of the site that include building height, setbacks, and landscape buffers. The alignment of the north to south public street demonstrates the implementation of good planning for site circulation and access to the adjacent collector streets. One product type is designed with a rear access garage tucked into the slope with a deck area above providing some coverage for the vehicles parked below. Setbacks are varied in several locations to accommodate the slope. Parking for guests is located where street parking is more limited. Landscape design accentuates vistas and provides pedestrians with a textured landscape adjacent to the sidewalks. Architectural building design is a mixture of contemporary and traditional design and the dwellings are sited to take advantage of the terraced grading plan. Criteria for these items are listed in the PUD.
3. *Any exceptions from standard Code requirements or limitations are warranted by virtue of design or special amenities incorporated in the development proposal and are clearly identified on the Preliminary Development Plan.*
The PDP has no exceptions from standard code requirements.
4. *The PUD is compatible and harmonious with existing public and private development in the surrounding area.*
Staff believes that the proposed project is compatible and harmonious with existing development and future development in the surrounding area. The proposed small lot development creates a good transition to the adjacent duplex and single family detached dwellings in unincorporated Adams County to the east. The proposed single-family neighborhood is compatible with the nearby hotels, offices, and church.
5. *The PUD provides for the protection of the development from potentially adverse surrounding influences and for the protection of the surrounding areas from potentially adverse influence from within the development.*
Staff believes that this criterion has been met with the wide physical buffer provided by Yates Street and its median, the width of 88th Avenue, as well as significant grade change to these

nearby non-residential uses. The site provides landscape and a private park that will buffer the abutting existing residences in unincorporated Adams County to the east.

6. *The PDP has no significant adverse impacts upon existing or future land uses nor upon the future development of the immediate area.*

No adverse impacts are anticipated as the proposed PDP is consistent with the City's Comprehensive Plan designation of Residential R-8. The existing adjacent roadways of Yates Street and 88th Avenue were designed for anticipated intensive land uses of office, retail, restaurant & lounge, and bars. The PDP amendment eliminates these uses and replaces them with the much less intensive residential use of single-family detached dwellings. There is likely to be much less traffic on these collector type streets as a result of the less intensive land use. The north to south internal street, Yates Drive, serves as the spine road for access for all dwellings, so there are only three curb cuts into Yates Street and 88th Avenue. Placement of the private park in a central location will provide a convenient outdoor recreation spot for the residents of the proposed development. The park has pedestrian access to 88th Place in unincorporated Adams County that will allow the neighborhood to have improved pedestrian access to the nearby RTD transit center. The final plat will include a note and easement to allow the public to have pedestrian access across the private park. The adjacent area to the east is almost completely developed, and this lower intensity land use will not adversely impact the surrounding area now or in the future.

7. *Streets, driveways, access points, and turning movements are designed in a manner that promotes safe, convenient, and free traffic flow on streets without interruptions, and in a manner that creates minimum hazards for vehicles and pedestrian traffic.*

To ensure continued good vehicle circulation on Yates Street, the northern access to the proposed development to Yates Street will be a right in, right out only design. The southern access to Yates Street will be a full movement intersection and will align with the existing 88th Place on the west side of Yates Street. A striped crosswalk will be installed at this intersection to promote safe pedestrian movement in this location. The access to the proposed development at the south from 88th Avenue will align with the existing Yates Drive that serves the offices and hotel on the south side of 88th Avenue. The internal spine road of Yates Drive has no direct driveway accesses for any of the dwellings. Alleys access Yates Drive, and all residential driveways are on the alleys. This design allows Yates Drive to function safely. The alleys eliminate the back-out condition to a public street. On street parking is allowed in some locations, and guest parking is provided in several locations accessed by the private alleys. This design will promote safe, convenient and free flow of traffic.

8. *The City may require rights-of-way adjacent to existing or proposed arterial or collector streets, any easements for public utilities and any other public lands to be dedicated to the City as a condition to approving the PDP. Nothing herein shall preclude further public land dedications as a condition to ODP or plat approvals by the City. No new right of way or public land adjacent to this site is required or being dedicated with this PDP, and ODP amendment. All required dedications and related improvements are complete on Yates Street and 88th Avenue.*

9. *Existing and proposed utility systems and storm drainage facilities are adequate to serve the development and are in conformance with overall master plans.*

The project is in compliance with this criterion. The detention ponds at the south side of the site in an area adjacent to 88th Avenue are required to ensure adequate storm drainage detention for runoff from this site.

10. *Performance standards are included that insure reasonable expectations of future Official Development Plans being able to meet the Standards for Approval of an Official Development Plan contained in Section 11-5-15, W.M.C.*

The PDP includes clear performance standards related to building design, building height, setbacks, and land use, which will guide all future project design.

11. *The applicant is not in default or does not have any outstanding obligations to the City.*

The applicant is in compliance with this criterion.

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

11-5-15: STANDARDS FOR APPROVAL OF **OFFICIAL DEVELOPMENT PLANS AND AMENDMENTS TO OFFICIAL DEVELOPMENT PLANS**

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

1. *The plan is in conformance with all City Codes, ordinances, and policies.*
With the proposed amendment to the Preliminary Development Plan that removes non-residential uses, and replaces the uses with a residential use the proposed single-family detached housing in the ODP will be consistent with the Comprehensive Plan. The proposed ODP is in conformance with all setbacks, height, and buffering requirements identified in the PDP. There are two exceptions noted to the Single-Family Detached Design Guidelines. One of the exceptions allows some of the elevations to have less than 30% masonry, and others will have more than 30%, but the total for all dwellings on the streetscape will have a minimum of 30% masonry. The other exception reduces the interior size of the garage by one foot in depth. All garages with the reduced interior will have an inset for the stairs so that the stairs do not intrude into the parking area of the garage.
2. *The plan is in conformance with an approved Preliminary Development Plan (PDP) or the provisions of the applicable zoning district if other than Planned Unit Development (PUD).*
The plan is in compliance with the proposed amended PDP being processed concurrently with this Fourth Amended Sheridan Park North Filing No. 1 for Block 3 ODP.
3. *The plan exhibits the application of sound, creative, innovative, or efficient planning and design principles.*
Staff believes that the overall site design provides reasonable solutions to address the integration of a residential land use adjacent to non-residential areas on three sides, and residential uses on the fourth side. The internal spine road called Yates Drive has no direct driveway access for any of the dwellings. Alleys access Yates Drive, and all residential driveways access is to the alleys. The alleys eliminate the back-out condition to a public street. The spine road focuses the organization of the subdivision internally because it is the primary public road in the ODP. Sidewalks along Yates Drive provide pedestrian access to the centrally located private park. The landscape buffers on the perimeter of the ODP soften the transition from the nearby non-residential uses. The site slopes from north to south and one of the product types is clustered to take advantage of the slope with a tuck under garage design with alley access.
4. *For Planned Unit Developments, any exceptions from standard Code requirements or limitations are warranted by virtue of design or special amenities incorporated in the development proposal and are clearly identified on the Official Development Plan.*
Setbacks are noted for parking, building and landscape. These are tailored to the specific site with its grades and drainage requirements.
5. *The plan is compatible and harmonious with existing public and private development in the surrounding area.*
Staff believes that the proposed ODP is compatible with the existing density of residential development east of the ODP site in unincorporated Adams County. Site design with landscape buffers at the north, west and south are combined with the wide collector streets of Yates Street and 88th Avenue to provide a large separation from the nearby non-residential uses. Substantial grade changes between this residential use and the nearby non-residential uses assist with making this a compatible use in the larger neighborhood.
6. *The plan provides for the protection of the development from potentially adverse surrounding influences and for the protection of the surrounding areas from potentially adverse influence from within the development.*
Staff believes that this criterion has been met with the wide physical buffer of Yates Street and its median, the width of 88th Avenue, as well as significant grade change to the nearby non-residential uses. The site has landscape and a private park to buffer it at the east from the existing residences located within unincorporated Adams County. The internal spine road with alleys provides safe internal circulation. The plan provides community open space for the residents as well as buffering and screening of the guest parking and utility uses from adjacent uses.

7. *The plan has no significant adverse impacts on future land uses and future development of the immediate area.*

No adverse impacts are foreseen upon future land uses or other development in the immediate area as the ODP complies with the WMC and the City's Comprehensive Plan. The existing adjacent roadways of Yates Street and 88th Avenue were designed for anticipated intensive land uses of office, retail, restaurant & lounge, and bars. The PDP amendment eliminates these uses and replaces them with the much less intensive residential use of single-family detached dwellings. The proposed ODP complies with the amended PDP and is entirely residential with some private recreational uses. The residential use should reduce the potential for adverse impacts to the surrounding neighborhood. The north to south internal street, Yates Drive, serves as the spine road for access for all dwellings, so there are only three curb cuts onto the adjacent collector streets of Yates Street and 88th Avenue. Placement of the private park in a central location will provide an internal outdoor recreation spot for the residents of the proposed development. The park has pedestrian access to 88th Place in unincorporated Adams County and this allows that neighborhood to have improved pedestrian access to the nearby RTD transit center. The adjacent area is almost completely developed, and this lower intensity land use will not adversely impact the surrounding area now or in the future.

8. *The plan provides for the safe, convenient, and harmonious grouping of structures, uses, and facilities and for the appropriate relation of space to intended use and structural features.*

This proposed development is designed with alleys that access a spine road. The garages have access to the alleys. Some dwellings face an interior landscaped court, and others front on a public street to provide a residential streetscape. The dwellings are clustered and designed to take advantage of the slope of the site. One product type has a rear access tuck under garage that is designed for a site with significant slopes. The private park is located internal to the development in a central location and has good pedestrian access to all of the lots in the development.

9. *Building height, bulk, setbacks, lot size, and lot coverage are in accordance with sound design principles and practice.*

Setbacks on all sides of the buildings are consistent with good design practices and provide good buffers to adjacent uses. The 8.9 acre development size is adequate to accommodate the buildings, a detention pond, landscape amenities, parking and landscape buffers at the edges of the larger site. All dwellings have front porches and rear patios or decks. Fifty percent of the dwellings have a rear yard of approximately 400 square feet.

10. *The architectural design of all structures is internally and externally compatible in terms of shape, color, texture, forms, and materials.*

The proposed architecture and materials palette are innovative and consistent with the City of Westminster Design Guidelines. The residential style with some gable roof elements, masonry on front elevations, varied siding, varied window style consistent with the character of the dwelling, and use of earth-tone colors creates a residential community compatible to the adjacent residential development in unincorporated Adams County.

11. *Fences, walls, and vegetative screening are provided where needed and as appropriate to screen undesirable views, lighting, noise, or other environmental effects attributable to the development.*

A fence at the east side of the ODP site exists and a new fence is proposed. The proposed landscaping provides good vegetative screening from adjacent uses. Lighting is directed downward and no off site glare is expected. A single-family housing site does not typically generate significant noise.

12. *Landscaping is in conformance with City Code requirements and City policies and is adequate and appropriate.*

The proposed single-family detached housing project has a private park at the east central side of the property. At the north, south, east, and west sides of the site the landscape conforms to City Code requirements and City policies.

13. *Existing and proposed streets are suitable and adequate to carry the traffic within the development and its surrounding vicinity.*

A traffic study was completed for the original Sheridan Park PDP, and the collector roads were designed and constructed to handle the anticipated office, commercial and restaurant development. The proposed residential use is expected to generate far less traffic than was anticipated in the traffic study. Roadway improvements, street signs, sidewalks, landscaping, and

drainage improvements have been installed. The internal spine road, Yates Drive, and the east to west local road, 88th Place, and the alleys are also adequate to carry the internal traffic.

14. *Streets, parking areas, driveways, access points, and turning movements are designed in a manner that promotes safe, convenient, free traffic flow on streets without interruptions and in a manner that creates minimum hazards for vehicles and or pedestrian traffic.*

The proposed internal spine road, Yates Drive, and the east to west local road, 88th Place, and the alleys are designed and located to provide safe, convenient, and free traffic flow to the adjacent collector streets of 88th Avenue and Yates Street. The proposed crosswalk with a flashing signal at 88th Place and Yates Street should improve the safety of pedestrians and vehicles.

15. *Pedestrian movement is designed in a manner that forms a logical, safe, and convenient system between all structures and off-site destinations likely to attract substantial pedestrian traffic.*

Sidewalks are to be constructed to provide reasonable on-site pedestrian connections. A pedestrian connection is proposed at the east to connect this residential use to the existing residential use on the east side that is unincorporated Adams County. Sidewalks along the streets and in the courtyards are provided for the residents.

16. *Existing and proposed utility systems and storm drainage facilities are adequate to serve the development and are in conformance with the Preliminary Development Plans and utility master plans.*

The project complies with this criterion. The utility systems are adequate to serve the site. The detention pond at the south is being added with this ODP, and will handle the drainage flow from this 9 acre site.

17. *The applicant is not in default or does not have any outstanding obligations to the City.*

The applicant is in compliance with this criterion.

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

Service Commitment Category

In February, 2015, 65 Service Commitments were awarded in the single-family detached, Category B. The award required that the project proceed with the development review process and receive PDP and ODP approval by December 31, 2016. Another requirement is that the incentive items indicated by the applicant in the competition be included in the design of the project and listed in the ODP. The incentive items are listed in the ODP as required.

Referral Agency Responses

A copy of the proposed plans was sent to the following agencies: Xcel, and Westminster School District. Staff received a response from Xcel and the comments have been addressed by the applicant. Staff did not receive comments from the Westminster School District.

Neighborhood Meeting and Public Comments

Notice of a neighborhood meeting was sent by the applicant to all adjacent property owners within 300 feet of the project boundary two weeks prior to the meeting. On October 8, 2015, a neighborhood meeting was held to solicit feedback on this project. Twelve neighbors from the nearby unincorporated Adams County residential area attended. A presentation was given by the developer. The environmental studies indicate that the site was overlot graded more than 25 years ago, and now many of the plants and animals on the site are not native to the site and are considered invasive species. Most residents were content with a residential use, and were pleased that office, retail, commercial and other high traffic uses would not be built on the site. Concerns with cut-through traffic were noted, and there was strong support for not connecting 88th Place in unincorporated Adams County to Yates Street in Westminster. A private park will be constructed between the existing stub of 88th Place in unincorporated Adams County and Yates Drive. A proposed sidewalk with a public access easement in the private park was proposed to connect the proposed Sheridan Park subdivision to the lots in unincorporated Adams County. This will be addressed in the final plat. The new fence at the east edge of the ODP was supported, as well as the proposed house design and estimated price ranges. Staff has not received any additional comment on this project from neighbors since the neighborhood meeting.

Strategic Plan

Staff believes that this project supports several of the City's 2015 Strategic Plan Goals including, *Vibrant, Inclusive and Engaged Community; Beautiful, Desirable, Safe and Environmentally Responsible City*. This project will provide quality low maintenance housing adjacent to a regional transit hub, offices, and near quality retail and other commercial uses.

Respectfully submitted,

Donald M. Tripp
City Manager

Attachments:

Attachment 1 - Vicinity Map

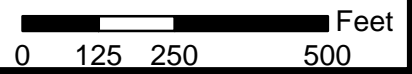
Attachment 2 - Second Amended Sheridan Park Preliminary Development Plan

Attachment 3 - Fourth Amended Sheridan Park North Filing No. 1 for Block 3 Official Development Plan



Sheridan Park Residential Subdivision - Vicinity Map

(NEC of 88th Avenue and Yates St)



SECOND AMENDED PRELIMINARY DEVELOPMENT PLAN SHERIDAN PARK PLANNED UNIT DEVELOPMENT

IN THE CITY OF WESTMINSTER, COUNTY OF ADAMS
STATE OF COLORADO
SHEET 1 OF 5

LEGAL DESCRIPTION:

BLOCK 3 (PARCEL NO. 0171919326001), SHERIDAN PARK NORTH FILING NO. 1. THAT PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO. REC. NO. B587810 CONTAINING 8.961 ACRES MORE OR LESS.

PROJECT CONCEPT:

THE SITE IS A VACANT PARCEL OF LAND LOCATED WITHIN SHERIDAN PARK NORTH FILING NO. 1 AT THE NORTHEAST CORNER OF WEST 88TH AVENUE AND YATES STREET. IT IS LABELED AS AREA G AND AREA H WITHIN THE AMENDED PRELIMINARY DEVELOPMENT PLAN. FIFTY-NINE SINGLE FAMILY DETACHED HOMES AND SUPPORTING INFRASTRUCTURE WILL BE CONSTRUCTED.

PROPOSED DEVELOPMENT TIMING:

THE PROPOSED DEVELOPMENT TIMING AND PHASING FOR THIS PROJECT IS AS FOLLOWS:
THE PROJECT WILL BE CONSTRUCTED IN A SINGLE PHASE, WITH COMPLETION OF HOMES ANTICIPATED WITHIN 2-3 YEARS.

PERMITTED USES:

- RESIDENTIAL**
PRIMARY:
SINGLE FAMILY DETACHED
SINGLE FAMILY ATTACHED
DUPLEXES
PATIO HOMES
TOWNHOMES
CONDOMINIUMS
- SECONDARY:
NON-COMMERCIAL RECREATIONAL USES
SENIOR HOUSING FACILITIES

RECOVERY COSTS:

NO RECOVERIES ARE DUE AT THIS TIME. HOWEVER, ANY SUBSEQUENTLY OCCURRING RECOVERY COSTS SHALL ALSO BE EFFECTIVE AGAINST THE DEVELOPMENT. A RECOVERY COST IS STILL VALID AGAINST A DEVELOPMENT EVEN IF IT IS UNDISCOVERED AND/OR INADVERTENTLY OMITTED FROM THE ODP.

PREVIOUS AMENDMENTS:

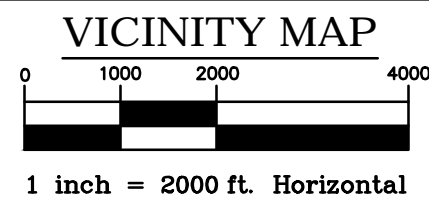
THE FIRST AMENDMENT TO THE SHERIDAN PARK PDP CHANGED ACCESS LOCATIONS, CHANGED LAND USE TABLES, AND ADDED AREAS E, F, G, AND H TO THE PDP.

PLAN DURATION NOTE:

IN THE EVENT THE DATE OF APPROVAL OF A PROPERTY'S PDP AMENDMENT IS MORE THAN FIVE (5) YEARS OLD AND AN ODP HAS NOT BEEN APPROVED, THE PDP OR AMENDED PDP SHALL BE REQUIRED TO BE SUBMITTED FOR REVIEW AND RECONSIDERATION IN ACCORDANCE WITH THE PROCEDURES SET FORTH IN SECTION 11-5-13 OF THE WESTMINSTER MUNICIPAL CODE, AND ALL APPLICABLE STANDARDS PURSUANT TO CHAPTER 5 OF TITLE XI, W.M.C.

FULL FORCE & EFFECT:

ALL PROVISIONS OF THE ORIGINAL PDP, RECORDED AT RECEPTION NO. B587810, SHALL REMAIN IN FULL FORCE AND EFFECT, EXCEPT AS OTHERWISE NOTED HEREIN.



SHEET INDEX

- 1 COVER SHEET
- 2-3 GENERAL NOTES
- 4 SITE PLAN
- 5 TYPICAL STREET SECTIONS

ZONING & LAND USE: (FOR AREAS G & H)

CURRENT ZONING: PUD
CURRENT LAND USE: VACANT
CURRENT CLUP DESIGNATION: R-8 RESIDENTIAL
SURROUNDING ZONING, LAND USE, AND CLUP:

	ZONING	LAND USE	CLUP
NORTH	PUD	CHURCH	RETAIL / COMMERCIAL
NORTHEAST	UNINCORPORATED	SINGLE FAMILY DETACHED	N/A
EAST	UNINCORPORATED ADAMS COUNTY	SINGLE FAMILY DETACHED AND DUPLEX	N/A
SOUTHEAST	UNINCORPORATED	SCHOOL	N/A
SOUTH	PUD	HOTEL/OFFICE	OFFICE & OFFICE/R&D HIGH INTENSITY
WEST	PUD	VACANT, PARKING LOT, HOTELS	OFFICE & OFFICE/R&D HIGH INTENSITY

STATUS:

THE PROPERTY IS CURRENTLY ZONED PUD. THE CURRENT CLUP DESIGNATION IS R-8 RESIDENTIAL.

CONTACTS:

OWNER/DEVELOPER

BERKELEY HOMES
10630 EAST BETHANY DRIVE, SUITE B
AURORA, CO 80014
PHONE: (303) 756-8500
JEFFERY D. WILLIS

ENGINEER/PLANNER:

CALIBRE ENGINEERING INC.
9090 SOUTH RIDGELINE BOULEVARD, SUITE 105
HIGHLANDS RANCH, CO 80129
PHONE: (303) 730-0434
TODD A. JOHNSON

ARCHITECT

GODDEN SUDIK ARCHITECTS
6025 SOUTH QUEBEC STREET, SUITE 375
CENTENNIAL, CO 80111
PHONE: (303) 455-4437
SCOTT SUDIK

LANDSCAPE ARCHITECT

PCS GROUP INC.
301 KALAMATH STREET, UNIT 102
DENVER, CO 80223
PHONE: (303) 531-4905
JOHN PRESTWICH

OWNER APPROVAL:

I, _____, OF BERKELEY HOMES, DO SO APPROVE THIS O.D.P. FOR REVIEW AND APPROVAL BY THE CITY OF WESTMINSTER THIS _____ DAY OF _____, 20____.

SIGNATURE TITLE

CITY APPROVAL:

APPROVED BY THE PLANNING COMMISSION OF THE CITY OF WESTMINSTER THIS _____ DAY OF _____, 20____.

CHAIRMAN
ACCEPTED BY THE CITY COUNCIL OF THE CITY OF WESTMINSTER THIS _____ DAY OF _____, 20____.

MAYOR

ATTEST: CITY CLERK

CLERK AND RECORDER'S CERTIFICATE:

RECEPTION NO. _____
ACCEPTED FOR FILING IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF ADAMS COUNTY AT BRIGHTON, COLORADO ON THIS _____ DAY OF _____, 20____. AT _____ O'CLOCK _____ M.

ADAMS COUNTY CLERK AND RECORDER

BY: _____
DEPUTY CLERK

SURVEYOR'S CERTIFICATE

I, DANIEL D. DAVIS, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE LEGAL DESCRIPTION, THE GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION, AND THE GRAPHIC DEPICTION OF THE EASEMENTS SHOWN HEREON ARE ADEQUATE FOR THE OFFICIAL DEVELOPMENT PLAN OF THE ODP PROCESS.

DANIEL D. DAVIS
COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR, P.L.S. 38256



**BERKELEY
HOMES**

TITLE: COVER SHEET
DATE: APRIL 6, 2016
SHEET: 1 OF 5



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Highlands Ranch, CO 80129 (303) 730-0434
www.calibre-engineering.com
Construction Management Civil Engineering Surveying

SECOND AMENDED PRELIMINARY DEVELOPMENT PLAN SHERIDAN PARK PLANNED UNIT DEVELOPMENT

IN THE CITY OF WESTMINSTER, COUNTY OF ADAMS
STATE OF COLORADO
SHEET 2 OF 5

DESIGN CRITERIA:

ACCESS: SHERIDAN PARK WILL BE ACCESSED FROM YATES DRIVE (80' ROW) ON THE NORTH AND WEST 88TH AVENUE (EXISTING 50' ROW) ON THE WEST AND WEST 88TH AVENUE (80' ROW) ON THE EAST. WEST 88TH AVENUE, (WEST OF YATES DRIVE) WILL BE VACATED IN ITS PRESENT LOCATION AND MOVED TO INTERSECT YATES DRIVE AT THE INTERSECTION OF AREAS E, F, G, H. STREET DIMENSIONS ARE AS FOLLOWS: YATES DRIVE = 6 FOOT LANDSCAPED MEDIAN WITH 22 FOOT WIDE PAVED LANES ON EACH SIDE OF THE MEDIAN WITH APPROPRIATE LEFT TURN LANES, 12" HORIZONTAL AND 6" VERTICAL CURB AND GUTTER ON BOTH SIDES OF PAVEMENT, 4 FOOT CONCRETE SIDEWALK AND 4 FOOT LANDSCAPED AREA. THE MEDIANS ARE INTERMITTENT TO ALLOW ACCESS TO INDIVIDUAL SITES. 88TH AVENUE (WEST OF YATES DRIVE) = 30 FOOT PAVED ROAD, 12" HORIZONTAL AND 6" VERTICAL CURB AND GUTTER ON BOTH SIDES. YATES DRIVE, WOLFF COURT, AND 88TH AVENUE WILL BE DEDICATED TO THE CITY OF WESTMINSTER. WEST 88TH PLACE (50' R.O.W.) WILL BE VACATED. THE EXISTING RETENTION POND WILL BE VACATED.

UTILITIES:

FOR SHERIDAN PARK PROPERTY SOUTH OF 88TH AVENUE, THERE IS AN 8" SEWER LINE WITHIN A 20 FOOT EASEMENT WHICH ROUGHLY PARALLELS ALLEN DITCH THEN TURNS NORTH WITHIN YATES DRIVE RIGHT-OF-WAY AND CONNECTS TO AN EXISTING 15" SEWER LINE WHICH CONNECTS TO AN EXISTING 8" SEWER LINE TO THE NORTH. THERE IS AN 8" DIP WATER LINE IN WEST 88TH AVENUE AND WITHIN THE RIGHT-OF-WAY OF BOTH YATES DRIVE AND WOLFF COURT. WATER AND SEWER EASEMENTS HAVE BEEN OBTAINED TO CONNECT THOSE UTILITIES TO EXISTING MAINS IN WAGNER DRIVE TO THE EAST. SHERIDAN PARK WILL RECEIVE WATER FROM SHAW HEIGHTS WATER DISTRICT, WHICH SHALL BE PROVIDED BY THE CITY OF WESTMINSTER TO SHAW HEIGHTS WATER DISTRICTS' OVER AND ABOVE NORMAL AND/OR EXISTING ALLOCATION.

FOR SHERIDAN PARK PROPERTY NORTH OF 88TH AVENUE, THERE EXISTS AN 8" SEWER LINE IN THE TO BE VACATED 88TH PLACE RIGHT-OF-WAY RUNNING WEST FROM VISTA GRANDE SUBDIVISION, 4TH FILING, TURNING SOUTH IN AN EXISTING 20' EASEMENT TO SERVE THE SHERIDAN PARK PROPERTY SOUTH OF 88TH AVENUE. NEW WATER AND SEWER LINES ARE PROPOSED TO BE INSTALLED IN YATES DRIVE AS NECESSARY TO SERVE THE DEVELOPMENT.

GAS, ELECTRIC AND TELEPHONE UTILITIES SHALL BE CONTRACTED FOR WITH THE APPROPRIATE ENTITIES TO BE INSTALLED WITHIN APPROVED EASEMENTS.

DRAINAGE:

REFER TO DRAINAGE STUDY FOR OVERALL DRAINAGE PLAN.

ARCHITECTURAL TREATMENT (FOR AREAS A, B, C, D, E AND F):

DESIGN: ALL BUILDINGS AND IMPROVEMENTS SHALL BE DESIGNED IN A SOFT AND TASTEFUL MANNER WITH LIMITED USE OF SINGLE PLANE WALLS AND HIGHER THAN NORMAL USE OF BALCONIES, PATIOS, CEDAR SHAKE ROOFS AND NATURAL MATERIALS. EXPOSED UNTEXTURED CONCRETE SURFACES, UNTEXTURED AND UNCOLORED CONCRETE BLOCK, EXTENSIVE USE OF GLASS CURTAIN WALLS, ETC. ARE NOT ALLOWED EXCEPT IN THE AREA NORTH OF WEST 88TH AVENUE, GLASS CURTAIN WALLS ARE ALLOWED. ALL EXTERIOR WALL SURFACES SHALL BE NATURAL MATERIAL SUCH AS, EXPOSED AGGREGATE CONCRETE, BRICK, NATURAL STONE, STUCCO, NATURAL WOODS AND BAKED ENAMEL OVER METAL (WHICH SHALL BE LIMITED TO WINDOW TREATMENTS ONLY AND SHALL HAVE ACCENTS IN COMPATIBLE COLORS AS SET FORTH HEREFTER). "COMPATIBLE COLORS" AS USED HEREIN SHALL BE NATURAL EARTH SHADES, RANGING FROM DARK TO LIGHT SANDSTONE AND INDIGENOUS TO THE ADAMS COUNTY AREA AND APPROVAL OF THE CITY OF WESTMINSTER. ALL SLOPED ROOFS MUST BE WOOD SHINGLES OR EARTH TONE METAL ROOFING UNLESS OTHERWISE APPROVED BY THE CITY OF WESTMINSTER. NO ROOFTOP OR WALL HUNG MECHANICAL EQUIPMENT WILL BE ALLOWED WITHOUT BEING SCREENED FROM PUBLIC VIEW. THE SCREENING ELEMENTS SHOULD BE AN INTEGRAL PART OF THE DESIGN OF THE BUILDING. RUBBISH, TRASH, GARBAGE OR OTHER WASTE SHALL BE KEPT ONLY IN SANITARY CONTAINERS, AND SHALL BE PROPERLY SCREENED IN THE MANNER AS APPROVED BY THE CITY OF WESTMINSTER. ALL EQUIPMENT FOR THE STORAGE OR DISPOSAL OF SUCH MATERIALS SHALL NOT BE DISPOSED OF ON THE PREMISES BY BURNING IN OPEN FIRES. FOR AREAS A, B, C, D, E, AND F.

DEVELOPMENT STANDARDS:

LAND USE CATEGORY	TOTAL ACRES	PERCENT OF PROPERTY			
		AREA A	AREA B	AREA C	AREA D
AREA A	5.36				
AREA B	6.26				
AREA C	6.26				
AREA D	3.12				
AREA E	7.13				
AREA F	7.06				
AREA G	3.75				
AREA H	5.03				
OUTLOT A	0.89				
STREET R.O.W	7.52				
TOTAL	52.38				
		25'	45'	65'	80'
MAX. BUILDING HEIGHT (AS DEFINED BY THE 1979 UNIFORM BUILDING CODE)					
MIN. FRONT YARD SETBACK	20'	20'	20'	20'	
MIN. SIDE YARD SETBACK	10'	10'	10'	10'	
MIN. REAR YARD SETBACK	15'	15'	45' (FROM US 36 ROW)	45' (FROM US 36 ROW)	
MIN. PARKING SPACES PER 1000 SF OF GROSS BLDG.	3	3	3 OR 3 SPACES PER 1000 SF OF PUBLIC AREAS** PLUS 1 PER HOTEL ROOM	3 OR 3 SPACES PER 1000 SF OF PUBLIC AREAS** PLUS 1 PER HOTEL ROOM	
ALLOWABLE USES	OFFICES*	OFFICES* • OFFICES* • ATHLETIC CLUB • RESTAURANT (SERVING BLDG. OCCUPANTS)	OFFICES* • OFFICES* • HOTELS*** • RESTAURANTS • BARS • CONVENTION CENTER • ATHLETIC CLUB	OFFICES* • HOTELS*** • RESTAURANTS • BARS • CONVENTION CENTER • ATHLETIC CLUB	
		AREA E	AREA F	AREA G	AREA H
MAX. BUILDING HEIGHT (AS DEFINED BY THE 1979 UNIFORM BUILDING CODE)		25'	45'	2 STORY OR 35'	2 STORY OR 35'
MIN. FRONT YARD SETBACK	20'	20'	14'	14'	
MIN. SIDE YARD SETBACK	10'	10'	5';9'	5';9'	
MIN. REAR YARD SETBACK	15'	15'	5'	5'	
MIN. PARKING SPACES PER 1000 SF OF GROSS BLDG.	3	3	4 PER DWELLING UNIT (2 GARAGE; 2 OFF-STREET)	4 PER DWELLING UNIT (2 GARAGE; 2 OFF-STREET)	
ALLOWABLE USES	OFFICES*	OFFICES* • OFFICES* • ATHLETIC CLUB • RESTAURANT (SERVING BLDG. OCCUPANTS)	RESIDENTIAL • NON -COMMERCIAL RECREATIONAL USES	RESIDENTIAL • NON -COMMERCIAL RECREATIONAL USES	

MINIMUM LANDSCAPED AREA 20% OVERALL PROJECT AVERAGE. FOR AREAS A, B, C, D, E, AND F.

* OFFICES TO BE DEFINED AS INCLUDING GENERAL AND PROFESSIONAL OFFICES, RESEARCH AND DEVELOPMENT OFFICES, SALES REPRESENTATIVE OFFICES, WHOLESALE SALES OFFICE, MEDICAL AND DENTAL CLINICS AND LABORATORIES, BANKS, SAVINGS AND LOAN INSTITUTIONS, CHURCHES, ESSENTIAL GOVERNMENT PUBLIC UTILITY SERVICES BUILDINGS, PUBLIC LIBRARIES, DAY CARE CENTERS, SCHOOLS AND TRAINING CENTERS, RESEARCH CENTERS AND HELIOPADS.

**PUBLIC AREA TO BE DEFINED AS RESTAURANTS, BARS, LOBBIES, ADMINISTRATIVE OFFICES, MEETING AND CONVENTION AREAS.

***HOTEL USAGE TO INCLUDE NORMAL AND CUSTOMARY ACCESSORY USES WITHIN THE CONFINES OF THE PRINCIPAL HOTEL STRUCTURE SUCH AS, BUT NOT LIMITED TO: GIFT SHOPS, BEAUTY/BARBER SALONS, SMALL RETAIL BOUTIQUES, RENTAL CAR OFFICES, TRAVEL AGENCIES, SHOE SHINE PARLORS, GAME ARCADES, HEALTH CLUBS. HOTEL USAGE ALSO TO INCLUDE CONVENTION, CONFERENCE MEETING, CLASSROOM AND TRAINING CENTER.

**** LOUNGE AND BARS SPECIAL TEXT: NOT ALLOWED WITHIN 500 FT. OF SCHOOLS AND REQUIRES LIQUOR LICENSE APPLICATION TO THE CITY.

PUBLIC LAND DEDICATION:

PUBLIC LAND DEDICATION IS REQUIRED FOR RESIDENTIAL DEVELOPMENTS IN THE CITY. FOR THIS SITE, THE CITY HAS DETERMINED THAT A LAND DEDICATION WOULD NOT SERVE THE PUBLIC INTEREST. THEREFORE, A FEE IN LIEU OF THE LAND DEDICATION IS REQUIRED. THE FEE IS BASED ON THE FAIR MARKET VALUE OF THE LAND WHICH MIGHT HAVE BEEN DEDICATED TO THE CITY. PUBLIC LAND DEDICATION IS PROPOSED TO BE PAID CASH-IN-LIEU. THE CITY CODE (11-6-8(B)) REQUIRES 12 ACRES PER 1,000 RESIDENTS FOR A SINGLE-FAMILY DETACHED DEVELOPMENT. PROJECTED POPULATION IS 3 PERSONS PER UNIT. FOR 59 UNITS THE POPULATION IS 177 PERSONS. FOR 177 PERSONS THE PUBLIC LAND DEDICATION REQUIRED IS 2.124 ACRES. BASED ON A LAND PURCHASE PRICE [OR FAIR MARKET VALUE AS DETERMINED BY A CURRENT APPRAISAL] OF \$100,446 PER ACRE MULTIPLIED BY 2.124 ACRES, THE CASH-IN-LIEU TOTALS \$213,348. THE CASH-IN-LIEU PAYMENT IS DUE PRIOR TO THE RECORDATION OF THE FINAL PLAT FOR THIS ODP.

PARK DEVELOPMENT FEE:

THE CITY CODE (11-6-8(C)) REQUIRES A PARK DEVELOPMENT FEE PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THE FIRST UNIT IN ANY BUILDING. A FEE OF \$1,804 (2015 FEE) PER DWELLING UNIT IS DUE TO THE CITY. FOR 59 DWELLING UNITS THE TOTAL FEE IS \$106,436. THIS FEE AMOUNT MAY CHANGE PRIOR TO COMPLETION OF THIS PROJECT AS THE PARK FEE IS ADJUSTED ANNUALLY IN ACCORDANCE WITH THE CONSUMER PRICE INDEX (CPI) AS ESTABLISHED FOR THE DENVER METROPOLITAN AREA.

SCHOOL LAND DEDICATION:

THE CITY CODE (11-6-8(F)) REQUIRES A DEDICATION OF SCHOOL LAND OR CASH IN LIEU OF LAND. FOR THIS SITE, THE CITY HAS DETERMINED THAT A LAND DEDICATION WOULD NOT SERVE THE PUBLIC INTEREST. THEREFORE, A FEE IN LIEU OF THE LAND DEDICATION IS REQUIRED. THE CASH-IN-LIEU FEE IS A FIXED AMOUNT BASED ON THE TYPE OF UNIT AND IS DUE AT THE TIME OF FINAL PLAT. FOR SINGLE FAMILY DETACHED A FEE OF \$876 (2015 FEE) PER DWELLING UNIT IS DUE TO THE CITY. FOR 59 DWELLINGS THE TOTAL FEE IS \$51,684. THIS FEE AMOUNT MAY CHANGE PRIOR TO COMPLETION OF THIS PROJECT AS THE SCHOOL FEE IS ADJUSTED ANNUALLY TO KEEP PACE WITH THE REAL ESTATE MARKET AND LAND VALUES.

SITE SERVING DATA:

SCHOOLS – ADAMS COUNTY
FLYNN ELEMENTARY SCHOOL
SHAW HEIGHTS MIDDLE SCHOOL
WESTMINSTER HIGH SCHOOL

FIRE PROTECTION:

SOUTHWEST ADAMS FIRE DISTRICT – 3821 WEST 88TH AVENUE

POLICE:

CITY OF WESTMINSTER POLICE – 9110 YATES STREET

SHOPPING:

NORTHVIEW SHOPPING CENTER – 5078 WEST 92ND AVENUE

TOWNE CENTER AT BROOKHILL – 7125 WEST 88TH AVENUE

BUS STOP:

US 36 & WESTMINSTER CENTER

EXISTING EASEMENTS AND ROW:

EXISTING EASEMENTS AFFECTING AREA G & H ARE AS FOLLOWS:
10 FOOT WATER EASEMENT RUNS EAST TO WEST THROUGH THE NORTHERN PART OF AREA G.
30 FOOT UTILITY EASEMENT RUNS EAST TO WEST AND SPLITS AREAS G & H.
10 FOOT UTILITY EASEMENT RUNS THE PERIMETER OF BOTH AREAS G & H.

THE EXISTING ROW OF YATES DRIVE IS THE WESTERN AND SOUTHERN PROPERTY LINE OF AREAS G & H.



**BERKELEY
HOMES**

TITLE: GENERAL NOTES
DATE: APRIL 6, 2016
SHEET: 2 OF 5

Calibre

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Construction Management Civil Engineering Surveying

SECOND AMENDED PRELIMINARY DEVELOPMENT PLAN SHERIDAN PARK PLANNED UNIT DEVELOPMENT

IN THE CITY OF WESTMINSTER, COUNTY OF ADAMS
STATE OF COLORADO
SHEET 3 OF 5

DESIGN INCENTIVES:

SCORE	INCENTIVE
75	"SPECIALTY" LIGHTING WITH ORNAMENTAL BASES, ARMATURES, FIXTURES, ETC. RELATING TO ARCHITECTURAL THEME OF THE DEVELOPMENT WILL BE INSTALLED ALONG COLLECTOR AND/OR LOCAL STREETS.
75	ENTRY SIGNAGE WILL BE MOUNTED ON A MASONRY WALL (4' MIN. HEIGHT, 6' MAX. HEIGHT, 20' MIN. LENGTH).
50	ENTRY LANDSCAPING EXCEEDS THE MINIMUM REQUIRED (1 TREE AND 3 SHRUBS PER 550 S.F.) IN THE RIGHT-OF-WAY AREA.
75	EVERGREEN TREES (A MIN. OF 3 AUSTRIAN PINE, BLUE SPRUCE OR SIMILAR) WILL BE PLANTED BEHIND THE ENTRY MONUMENT SIGNAGE.
100	OFF-STREET CONCRETE PATH (WHERE NOT ALREADY REQUIRED) WILL BE INSTALLED.
25	LIGHTING ALONG BOTH SIDES OF OFF-STREET PATHS WILL BE PROVIDED.
25	BENCHES WILL BE PROVIDED ALONG PEDESTRIAN PATHWAYS THROUGHOUT THE PROJECT.
500	PRIVATE PARK AREA WILL BE INCREASED ABOVE THE MIN. 4% REQUIREMENT TO GREATER THAN 6%.
150	PLAY EQUIPMENT AREA WITH SWINGS, SLIDE, CLIMBING EQUIP., ETC. OR OUTDOOR GATHERING AREAS WITH SEATING (0.5% MINIMUM OF SITE AREA) WILL BE PROVIDED. PLAY EQUIPMENT MUST ENCOMPASS AT LEAST 625 S.F. (25' X 25') FOR EACH OF THESE AREAS.
100	MASONRY COLUMNS WILL BE SPACED 55 FEET (OR LESS) APART.
50	OFFSETS (4-FOOT MIN.) WILL BE PROVIDED ON ALL DWELLING UNITS ON ALL FRONT ELEVATIONS.
75	USABLE FRONT PORCHES (UNOBSTRUCTED 80 S.F. MIN., WITH 6-FOOT MIN. DEPTH) WILL BE PROVIDED ON AT LEAST 50% OF THE APPROVED MODELS AND RESIDENCES BUILT, AND SIDE OR REAR YARD PATIOS (UNOBSTRUCTED 120 S.F. MIN.) WILL BE PROVIDED WITH ALL RESIDENCES.
75	GARAGE DOOR WINDOWS WILL BE INCORPORATED IN THE DESIGN OF 50% OF THE MODELS AND RESIDENCES BUILT, AND THE WINDOW DESIGN WILL COMPLEMENT THE STYLE OF THE HOUSE WINDOWS.
500	SIDE, REAR, OR FRONT-LOADED (SETBACK OF 30' OR MORE) GARAGES WILL OCCUR ON AT LEAST 75% OF THE MODELS AND RESIDENCES BUILT.
100	A MIN. OF ONE SHADE TREE AND THREE SHRUBS PER 500 S.F. OF LANDSCAPED AREA IS PROVIDED FOR LANDSCAPING WITHIN THE RIGHT-OF-WAY.
350	STREET TREES (DECIDUOUS, SHADE TREES WITH 40-FOOT MAX. SPACING) WILL BE PLANTED IN THE LANDSCAPE AREA BETWEEN THE CURB AND SIDEWALK ALONG A MIN. OF 75% OF THE LOCAL AND PRIVATE STREET LENGTHS ON BOTH SIDES OF THE STREETS.
75	FOR RESIDENTIAL LOTS UP TO 10,000 S.F. IN SIZE, A MIN. OF 2 TREES AND 5 SHRUBS SHALL BE INSTALLED IN THE FRONT YARD OF EACH LOT.
250	TREE LAWNS WILL BE INCREASED ABOVE THE MINIMUM 6 FEET: 50 POINTS FOR EACH ADDITIONAL FOOT OF TREE LAWN UP TO 300 PTS.
75	TURF AREA WILL BE REDUCED TO 30-35% OF LANDSCAPED AREA.
100	100% OF HOUSING UNITS PRE-WIRED FOR SOLAR PHOTOVOLTAIC SYSTEMS.
600	60 POINTS FOR EACH 10% OF HOUSING UNITS WITH INSTALLED SOLAR PHOTOVOLTAIC SYSTEMS (MINIMUM 3 KW SYSTEM)
500	20% BETTER THAN THE BUILDING ENERGY CODE REQUIREMENTS, FOR THE CODE ADOPTED BY CITY, AT THE TIME OF PERMIT ISSUANCE.
100	ALL NEW RESIDENTIAL UNITS SHALL INCORPORATE INDOOR WATER FIXTURES WHICH MEET THE U.S. EPA WATERSENSE CRITERIA.
4025	TOTAL

SPECIAL CONDITIONS AND RESTRICTIONS:

- APPROVAL OF THIS OFFICIAL DEVELOPMENT PLAN CONSTITUTES A CONCEPT APPROVAL OF THE PLAN SUBJECT TO THE ABILITY OF THE CITY OF WESTMINSTER OR THE LANDOWNER TO PROVIDE NECESSARY SERVICES. DUE TO SERIOUS SHORT-RANGE AND LONG-RANGE LIMITATIONS ON THE RAW WATER SUPPLY, WATER TREATMENT CAPACITY, AND SEWAGE TREATMENT CAPACITY OF THE CITY, DEVELOPMENT OF LAND IN ACCORDANCE WITH THIS PLAN MAY NOT BE POSSIBLE. APPROVAL OF THIS PLAN IMPLIES NO COMMITMENT OF THE CITY OF WESTMINSTER TO PROVIDE SERVICES. THE CITY OF WESTMINSTER ADVISES AGAINST DEVELOPMENT OF LAND IN ACCORDANCE WITH THIS PLAN WITHOUT A THOROUGH INVESTIGATION BY THE DEVELOPER OF THE AVAILABILITY OF WATER AND SEWER SERVICE AT THE TIME OF SUCH DEVELOPMENT. AS APPLIED TO THE AREA SOUTH OF WEST 88TH AVENUE THE DEVELOPER OF SHERIDAN PARK SHALL INITIATE THE CONSTRUCTION OF A STREET FROM WEST 88TH AVENUE DUE NORTH TO THE SOUTH PROPERTY LINE OF THE ASSEMBLY OF GOD CHURCH PROPERTY (WITH TWO FULL DRIVING LANES CONSTRUCTED IN ACCORDANCE WITH CITY STANDARDS) WITHIN SIX MONTHS AND SHALL COMPLETE CONSTRUCTION WITHIN TWELVE MONTHS OF WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST:
 - THE DEVELOPER OF SHERIDAN PARK COMPLETES AND OCCUPIES 230,000 SQUARE FEET OF GROSS FLOOR AREA WITHIN SHERIDAN PARK; OR
 - THE COLORADO DEPARTMENT OF HIGHWAYS IMPLEMENTS RIGHT-TURN-IN, RIGHT-TURN-OUT TRAFFIC MOVEMENTS AT THE INTERSECTION OF WEST 88TH AVENUE AND SHERIDAN BOULEVARD.

THE DEVELOPER SHALL INSTALL THOSE PORTIONS OF THE STREETS SOUTH OF THE ASSEMBLY OF GOD PROPERTY AT HIS EXPENSE AND SHALL BE ENTITLED TO APPROPRIATE RECOVERY COSTS FOR OFF-SITE IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, STREETS, UTILITIES, SIDEWALKS, CURB AND GUTTER STREET LIGHTING. CONCURRENTLY WITH THE CONSTRUCTION OF THE STREETS SOUTH OF THE ASSEMBLY OF GOD CHURCH PROPERTY, THE CITY OF WESTMINSTER SHALL EXTEND AND CONSTRUCT AT ITS EXPENSE YATES DRIVE, FROM THE SOUTH LINE OF THE ASSEMBLY OF GOD PROPERTY NORTH TO INTERSECT WITH 92ND AVENUE. IF NECESSARY THE CITY SHALL EXERCISE ITS POWER OF EMINENT DOMAIN TO CONSTRUCT THIS STREET OR ANY OTHER STREET ACCESSING THIS DEVELOPMENT.
- LAND USE PERFORMANCE STANDARD: THE DENSITIES LISTED AS PERMITTED ON THE PRELIMINARY DEVELOPMENT PLAN (PDP) SHALL BE CONSIDERED MAXIMUM AND SHALL BE SUBJECT TO FINAL REVIEW AND APPROVAL AT THE TIME OF OFFICIAL DEVELOPMENT PLAN (ODP) APPROVAL, WITH SAID REVIEW TO INCLUDE THE LOCATION AND NUMBER OF SUCH ESTABLISHMENTS AND THE ACCESSIBILITY OF THE SITE PLAN WITH ACCEPTABLE HEIGHTS, BULK, SETBACKS, AND OPEN SPACE STANDARDS; PLUS THE ARCHITECTURAL DESIGN, THE LANDSCAPING PLAN, AND OTHER TERMS AND CONDITIONS AS ARE STANDARD IN THE REVIEW OF OFFICIAL DEVELOPMENT PLANS.
- SERVICE COMMITMENTS IN CATEGORY A ARE AVAILABLE ON A FIRST COME, FIRST SERVED BASIS. ONCE THE ALLOCATION FOR ANY GIVEN YEAR IS EXHAUSTED, NO OTHER SERVICE COMMITMENTS OR BUILDING PERMITS WILL BE AVAILABLE. IN ANY GIVEN YEAR THERE MAY BE FEWER SERVICE COMMITMENTS IN CATEGORY A THAN NECESSARY TO MEET THE MARKET DEMANDS FOR RESIDENTIAL PROJECTS.

PARKING: (FOR AREAS A, B, C, D, E, AND F)

NO PARKING SHALL BE PERMITTED AT ANY PLACE OTHER THAN ON THE PAVED PARKING SPACES AND STREETS PROVIDED FOR AND DESCRIBED HEREIN BELOW. PARKING ON STREETS WILL NOT BE ALLOWED WITHIN 35 FEET OF ANY CURB CUT, NOR WITHIN 45 FEET OF THE FLOW LINE ALONG WEST 88TH AVENUE. EACH OWNER AND LESSEE SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE FOREGOING BY HIS EMPLOYEES AND VISITORS. REQUIRED OFF-STREET PARKING SHALL BE PROVIDED BY OWNER FOR CUSTOMER AND VISITORS. ALL OFF-STREET PARKING AND ACCESS DRIVES AND LOADING AREA SHALL HAVE CURBING AROUND THEIR ENTIRE PERIMETERS AND SHALL BE PAVED AND PROPERLY GRADED TO ASSURE PROPER DRAINAGE. PARKING SHALL NOT BE PERMITTED WITHIN 15 FEET OF THE FLOW LINE OF ANY STREET. EACH OWNER SHALL PROVIDE ACCESS DRIVES TO THE STREET, WHICH SHALL NOT EXCEED 30 FEET IN WIDTH AND WHICH SHALL NOT BE A PART OF THE OFF-STREET PARKING REQUIRED ABOVE. ACCESS CURB CUTS FROM THE STREET TO THE BUILDING SITE SHALL HAVE A MAXIMUM WIDTH OF 30 FEET PER ACCESS POINT, EXCEPT THAT THIS MAXIMUM WIDTH MAY BE EXTENDED TO 35 FEET OR MORE PER ACCESS POINT IN SPECIAL CASES AND UPON SUBMISSION TO A SPECIAL REVIEW FOR APPROVAL BY THE CITY OF WESTMINSTER.

AT ALL CURB CUTS TO BUILDING SITES, 35 FEET SIGHT DISTANCE TRIANGLES MUST BE MAINTAINED. SAID TRIANGLES SHALL BE 45 DEGREE RIGHT TRIANGLES WITH 35 FEET LEGS MEASURED ALONG THE STREET FLOW LINE AND ALONG THE EDGE OF THE DRIVE. SIGHT TRIANGLES SHALL BE MAINTAINED AT EACH SIDE OF DRIVEWAYS. PARKING WILL NOT BE ALLOWED WITHIN THESE SIGHT TRIANGLES. ALL LANDSCAPING WITHIN THESE SIGHT TRIANGLES SHALL BE APPROVED BY THE CITY OF WESTMINSTER.

SHARED PARKING AND/OR CROSS PARKING AGREEMENTS BETWEEN HOTEL/RESTAURANT/LOUNGE/ATHLETIC CLUBS USES AND OFFICE USES SHALL BE CONSIDERED AS 100% AVAILABLE TO EACH USE (BUILDING) FOR DETERMINING PARKING REQUIREMENTS. SPECIAL USE BUILDINGS, SUCH AS DAY CARE CENTERS, MAY BE BUILT WITH LESS THAN THREE PARKING SPACES PER 1,000 GROSS SQUARE FEET SO LONG AS ADDITIONAL LAND IS RETAINED AS OPEN SPACE FOR FUTURE CONVERSION TO THE REQUIRED PARKING LEVEL FOR OFFICE USE.

AREA G AND H - THE OFFICIAL DEVELOPMENT PLAN FOR AREAS G AND H WILL EXPLAIN THE PARKING FOR THE RESIDENTIAL USE IN THESE TWO AREAS.

SIGNAGE: (FOR AREAS A, B, C, D, E, AND F)

ALL SIGNS SHALL BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AS ESTABLISHED BY THE "MASTER DECLARATION OF PROTECTIVE COVENANTS FOR SHERIDAN BUSINESS PARK" AND SHALL CONFORM WITH THE WRITTEN SIGN STANDARDS AS ADOPTED BY THE CITY OF WESTMINSTER UNLESS WRITTEN AUTHORIZATION TO MODIFY SAID STANDARDS IS ISSUED BY THE CITY.

AREA G AND H - THE OFFICIAL DEVELOPMENT PLAN FOR AREAS G AND H WILL INDICATE THE MONUMENT SIGN LOCATION FOR THE RESIDENTIAL USE IN THESE TWO AREAS.

ILLUMINATION OF BUILDINGS AND GROUNDS: (FOR AREAS A, B, C, D, E, AND F)

LOCATION AND DESIGN OF ALL EXTERIOR LIGHTING SHALL BE APPROVED BY THE CITY OF WESTMINSTER AND SHALL BE AS SHOWN ON THE SIGNING AND LIGHTING PLAN SUBMITTED BY OWNER AND LESSEE. NO EXTERIOR LIGHTING SHALL BE ERRECTED, SUBSTITUTED, CHANGED OR MODIFIED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF WESTMINSTER. STREET LIGHTING SHALL BE INSTALLED AT OWNERS EXPENSE DURING THE CONSTRUCTION OF STREETS.

AREA G AND H - THE OFFICIAL DEVELOPMENT PLAN FOR AREAS G AND H WILL INDICATE THE LIGHTING PLAN FOR THE RESIDENTIAL USE IN THESE TWO AREAS.

MISCELLANEOUS: (FOR AREAS A, B, C, D, E, AND F)

NO NOXIOUS OR OFFENSIVE TRADES, SERVICES OR ACTIVITIES NOT LISTED AS USERS BY RIGHT AS SPECIFIED ABOVE SHALL BE CONDUCTED ON ANY BUILDING SITE NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR BECOME AN ANNOYANCE OR NUISANCE TO THE OWNER/LESSEE OR OCCUPANT OF OTHER BUILDING SITES WITHIN THE PROPERTY BY REASON UNSIGHTLINESS OR THE EXCESSIVE EMISSION OF FUMES, ODORS, GLARE, VIBRATION, GASES, RADIATION, DUST, LIQUID WASTE, SMOKE OR NOISE.



**BERKELEY
HOMES**

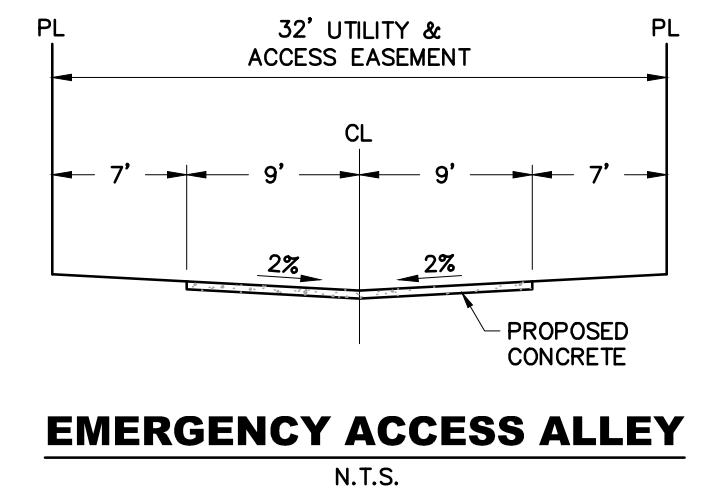
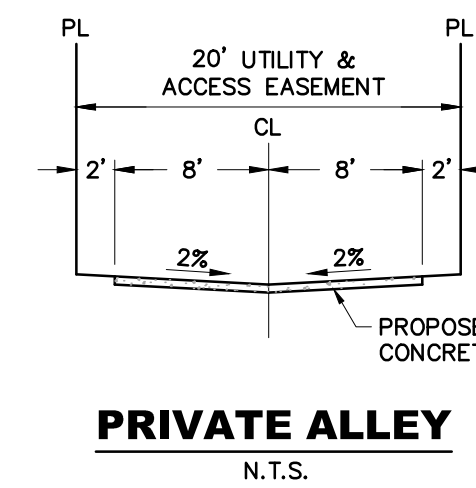
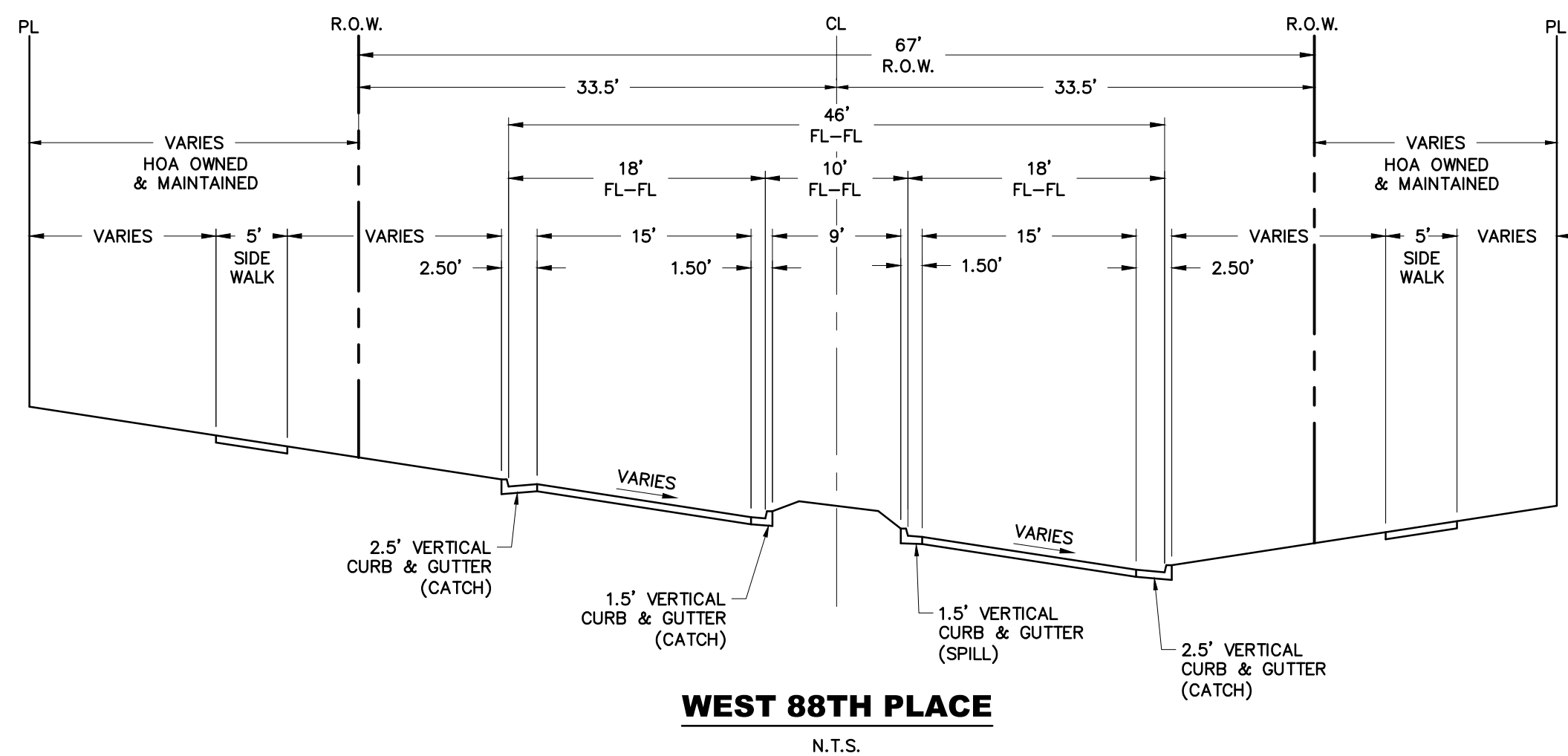
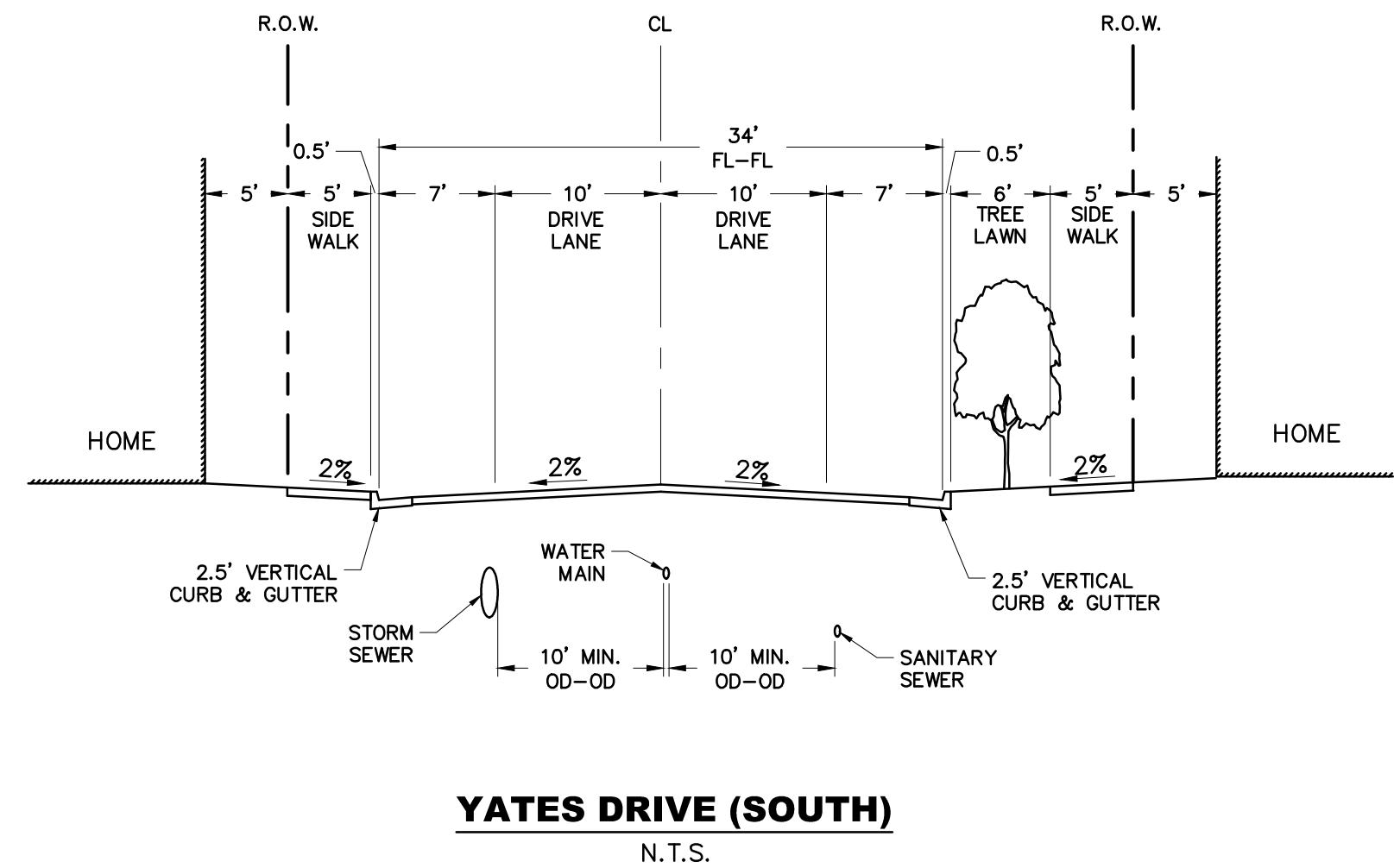
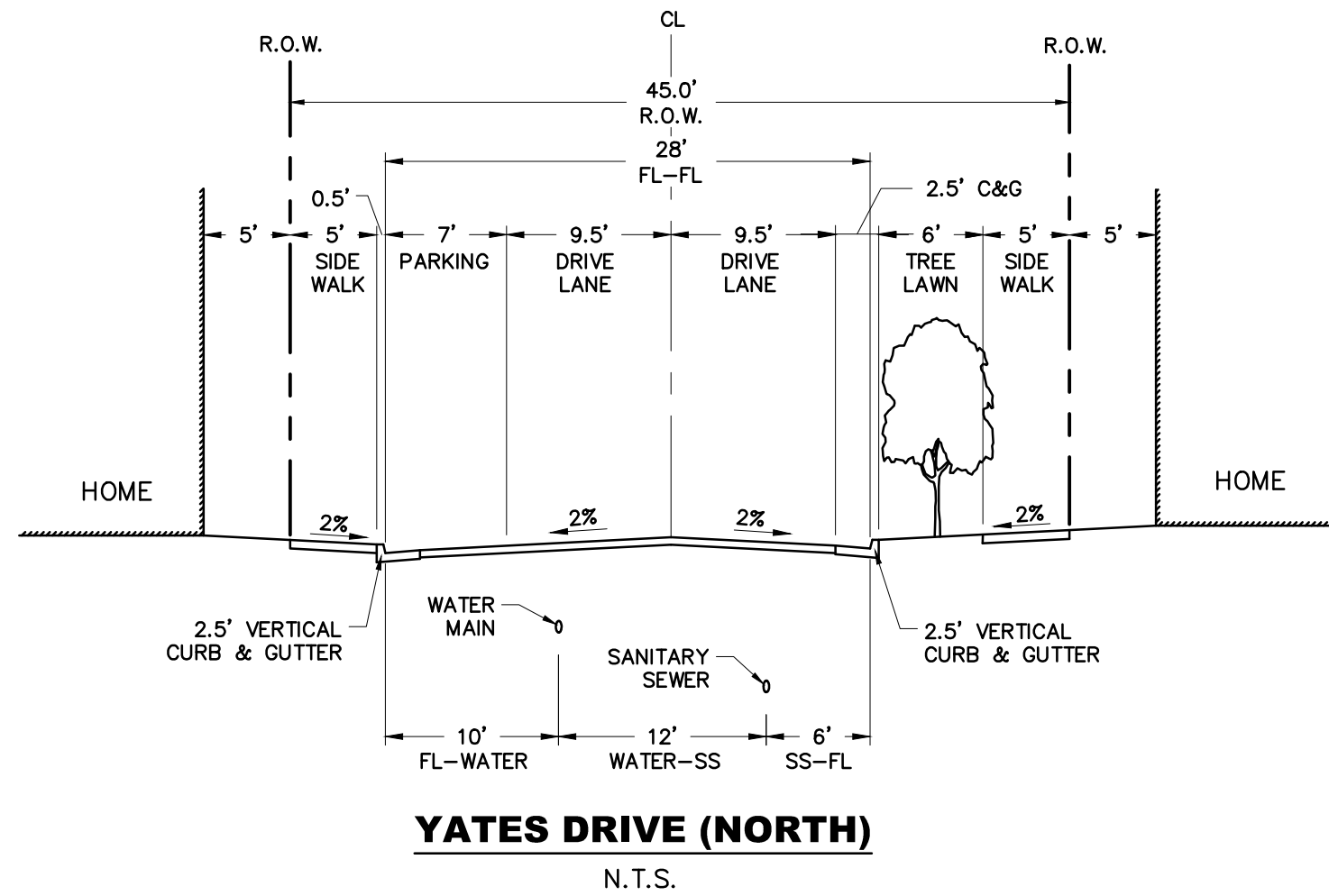
TITLE: GENERAL NOTES
DATE: APRIL 6, 2016
SHEET: 3 OF 5

Calibre

Calibre Engineering, Inc.
9090 South Ridgeline Boulevard, Suite 105
Highlands Ranch, CO 80129 (303) 730-0434
www.calibre-engineering.com
Construction Management Civil Engineering Surveying

SECOND AMENDED PRELIMINARY DEVELOPMENT PLAN SHERIDAN PARK PLANNED UNIT DEVELOPMENT

IN THE CITY OF WESTMINSTER, COUNTY OF ADAMS
STATE OF COLORADO
SHEET 5 OF 5



**BERKELEY
HOMES**

TITLE: TYPICAL STREET SECTIONS
DATE: MARCH 21, 2016
SHEET: 5 OF 5

Calibre

Calibre Engineering, Inc.
9090 South Ridgeline Boulevard, Suite 105
Highlands Ranch, CO 80129 (303) 730-0434
www.calibre-engineering.com
Construction Management Civil Engineering Surveying

FOURTH AMENDED OFFICIAL DEVELOPMENT PLAN SHERIDAN PARK NORTH FILING NO. 1 FOR BLOCK 3

A PLANNED UNIT DEVELOPMENT IN THE
CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 1 OF 67

PROJECT INFORMATION

PROJECT CONCEPT:

THE SITE IS A VACANT PARCEL OF LAND LOCATED WITHIN SHERIDAN PARK NORTH FILING NO. 1 AT THE NORTHEAST CORNER OF WEST 88TH AVENUE AND YATES STREET. IT IS LABELED AS AREA G AND AREA H WITHIN THE AMENDED PRELIMINARY DEVELOPMENT PLAN. FIFTY-NINE SINGLE FAMILY DETACHED HOMES AND SUPPORTING INFRASTRUCTURE WILL BE CONSTRUCTED.

PREVIOUS AMENDMENTS:

PREVIOUS AMENDMENTS TO THE ODP WERE FOR AREAS OUTSIDE OF PROPOSED IMPROVEMENTS.

PROPOSED DEVELOPMENT TIMING:

THE PROPOSED DEVELOPMENT TIMING AND PHASING FOR THIS PROJECT IS AS FOLLOWS: THE PROJECT WILL BE CONSTRUCTED IN A SINGLE PHASE, WITH COMPLETION OF HOMES ANTICIPATED WITHIN 2-3 YEARS.

ZONING & LAND USE:

CURRENT ZONING: PUD

CURRENT LAND USE: VACANT

CURRENT CLUP DESIGNATION: R-8 RESIDENTIAL

SURROUNDING ZONING, LAND USE, AND CLUP:

	ZONING	LAND USE	CLUP
NORTH	PUD	CHURCH	RETAIL / COMMERCIAL
NORTHEAST	UNINCORPORATED	SINGLE FAMILY DETACHED	N/A
EAST	UNINCORPORATED ADAMS COUNTY	SINGLE FAMILY DETACHED AND DUPLEX	N/A
SOUTHEAST	UNINCORPORATED	SCHOOL	N/A
SOUTH	PUD	HOTEL/OFFICE	OFFICE & OFFICE/R&D HIGH INTENSITY
WEST	PUD	VACANT, PARKING LOT, HOTELS	OFFICE/R&D HIGH INTENSITY

LAND USE SUMMARY CHART:

	ACRES	% OF PROPERTY
RESIDENTIAL	3.87	43.12
PRIVATE OPEN SPACE (OUTLOTS)	2.59	28.93
PRIVATE OPEN SPACE (ALLEYS AND DETENTION PONDS)	1.11	12.41
PUBLIC RIGHTS-OF-WAY	1.39	15.54
TOTAL	8.96	100

RESIDENTIAL DENSITIES:

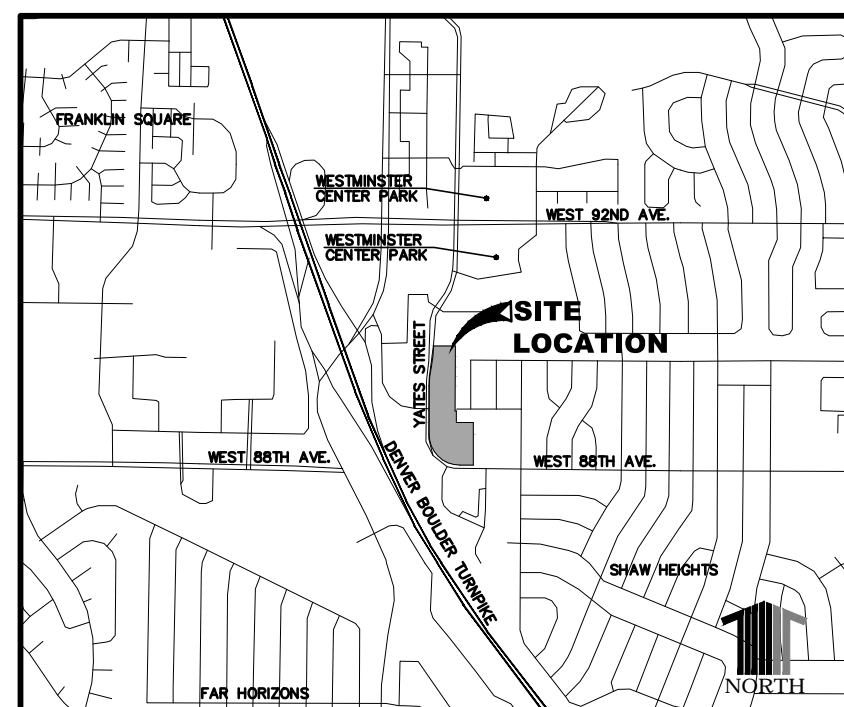
	DU	DU/ACRE
SF RESIDENTIAL	59	6.6

LEGAL DESCRIPTION:

BLOCK 3 (PARCEL NO. 0171919326001), SHERIDAN PARK NORTH FILING NO. 1. THAT PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO. REC. NO. B587810 CONTAINING 8.961 ACRES MORE OR LESS.

PARKING SUMMARY CHART:

REQUIRED STANDARDS 4 PER UNIT	NO. OF UNITS	REQUIRED PARKING	PROVIDE PARKING TYPE	PROVIDED PARKING	% BY TYPE
			GARAGE	118	50.64
'A' LOT	29	116	DRIVEWAY	58	24.90
'B' LOT	30	120	STREET	57	24.46
TOTAL	59	236	TOTAL	233	100



VICINITY MAP

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PERMITTED USES:

RESIDENTIAL

PRIMARY:

SINGLE FAMILY DETACHED
SINGLE FAMILY ATTACHED
DUPLEXES
PATIO HOMES
TOWNHOMES
CONDOMINIUMS

SECONDARY:

NON-COMMERCIAL RECREATIONAL USES
SENIOR HOUSING FACILITIES

CONTACTS:

OWNER/DEVELOPER

BERKELEY HOMES
10630 EAST BETHANY DRIVE
SUITE B
AURORA, CO 80014
PHONE: (303) 756-8500
JEFFERY D. WILLIS

LANDSCAPE ARCHITECT

PCS GROUP INC.
301 KALAMATH STREET
UNIT 102
DENVER, CO 80223
PHONE: (303) 531-4905
JOHN PRESTWICH

ENGINEER/PLANNER:

CALIBRE ENGINEERING INC.
9090 SOUTH RIDGELINE BOULEVARD
SUITE 105
HIGHLANDS RANCH, CO 80129
PHONE: (303) 730-0434
TODD A. JOHNSON
ARCHITECT
GODDEN SUDI ARCHITECTS
6025 SOUTH QUEBEC STREET
SUITE 375
CENTENNIAL, CO 80111
PHONE: (303) 455-4437
SCOTT SUDI

OWNER APPROVAL:

I, _____, OF BERKELEY HOMES, DO SO APPROVE
THIS O.D.P. FOR REVIEW AND APPROVAL BY THE CITY OF WESTMINSTER
THIS _____ DAY OF _____, 20____.

SIGNATURE _____ TITLE _____

CITY APPROVAL:

ACCEPTED AND APPROVED BY THE CITY OF WESTMINSTER CITY COUNCIL

THIS _____ DAY OF _____, 20____.

MAYOR _____

ATTEST: CITY CLERK _____

APPROVED BY THE PLANNING COMMISSION OF THE CITY OF WESTMINSTER

THIS _____ DAY OF _____, 20____.

CHAIRMAN _____

ATTEST: CITY CLERK _____

CLERK AND RECORDER'S CERTIFICATE:

RECEPTION NO. _____

ACCEPTED FOR FILING IN THE OFFICE OF THE COUNTY CLERK AND
RECORDER OF ADAMS COUNTY AT BRIGHTON, COLORADO
ON THIS _____ DAY OF _____, 20____. AT _____ O'CLOCK _____ M.

ADAMS COUNTY CLERK AND RECORDER _____

BY: DEPUTY CLERK _____

SURVEYOR'S CERTIFICATE

I, DANIEL D. DAVIS, A REGISTERED PROFESSIONAL LAND SURVEYOR
IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE LEGAL
DESCRIPTION, THE GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION,
AND THE GRAPHIC DEPICTION OF THE EASEMENTS SHOWN HEREON
ARE ADEQUATE FOR THE OFFICIAL DEVELOPMENT PLAN OF THE ODP
PROCESS.

DANIEL D. DAVIS
COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR, P.L.S. 38256

TITLE: COVER SHEET
DATE: APRIL 6, 2016
SHEET: 1 OF 67



pcs group inc. www.pcsgroupco.com
1575 boulder st. unit f. denver co 80211
t 303 531 4905 . f 303 531 4908



FOURTH AMENDED OFFICIAL DEVELOPMENT PLAN SHERIDAN PARK NORTH FILING NO. 1 FOR BLOCK 3

A PLANNED UNIT DEVELOPMENT IN THE
CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 2 OF 67

STANDARD STATEMENTS / GENERAL NOTES:

- A) ANY NEW FACILITY OR MODIFICATIONS TO AN EXISTING FACILITY RESULTING IN ADDITIONAL WATER FIXTURE UNITS, IRRIGATION WATER DEMAND OR CHANGE IN WATER USE CATEGORY WILL REQUIRE A REVIEW OF WATER USE PROJECTIONS AND MAY RESULT IN AN INCREASE IN TAP FEES. CONTACT UTILITIES PLANNING AND ENGINEER DIVISION IN THE PUBLIC WORKS DEPARTMENT FOR MORE INFORMATION.
- B) WATER AND SEWER WILL BE PROVIDED AS AVAILABLE IN ACCORDANCE WITH THE CITY OF WESTMINSTER'S GROWTH MANAGEMENT PROGRAM. (ORDINANCE NO. 2480, SERIES 1996).
- C) THE OWNER OF PROPERTY DESCRIBED AS CONNECTIONS SUBDIVISION, SHERIDAN PARK NORTH FILING NO. 1 WILL CONVEY TO THE CITY ALL RIGHTS TO NON-TRIBUTARY WATER UNDERLYING THIS PROJECT, AS WELL AS EASEMENTS FOR ACQUISITION OF SUCH WATER.
- D) STORM DRAINAGE WILL BE IN ACCORDANCE WITH THE APPROVED DRAINAGE STUDY AND CITY STANDARDS.
- E) UTILITIES WILL BE INSTALLED IN ACCORDANCE WITH THE APPROVED UTILITIES STUDY AND CITY STANDARDS.
- F) PUBLIC STREET LIGHTS WILL BE DESIGNED IN ACCORDANCE WITH THE CITY'S STREET LIGHT STANDARDS, IN EFFECT AT THE TIME OF STREET LIGHT DESIGN AND INSTALLATION, AND INSTALLED AT THE DEVELOPER'S COST. OWNERSHIP OF THE STREET LIGHTS SHALL NOT BE TRANSFERRED TO ANY ENTITY EXCEPT THE CITY OF WESTMINSTER, UNLESS THE CITY AUTHORIZES THE TRANSFER TO ANOTHER ENTITY IN WRITING.
- G) VEHICULAR ACCESS AND CIRCULATION FACILITIES WILL BE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED TRAFFIC STUDY, THE OFFICIAL CITY CODE, AND THE POLICIES OF THE CITY.
- H) CITY WILL INSTALL, AT DEVELOPER'S EXPENSE, ALL TRAFFIC CONTROL DEVICES REQUIRED, INCLUDING STREET NAME SIGNS.
- I) ALL EASEMENTS SHOWN ON THIS OFFICIAL DEVELOPMENT PLAN ARE FOR UTILITY PURPOSES AND OTHER USES SHOWN. FOR THE PURPOSE OF THIS ODP, UTILITIES ARE DEFINED AS WATER, SEWER, DRAINAGE, TELEPHONE, GAS, ELECTRICITY, CABLE TELEVISION, AND NEIGHBORHOOD MAILBOX UNITS. (1/83)
- J) ALL PRIVATE DRIVES AND PARKING AREAS SHALL BE CONSTRUCTED USING A MINIMUM OF 3 INCHES OF ASPHALT PAVEMENT AND 6 INCHES OF BASE COURSE. PRIVATE DRIVES AND PARKING AREAS IN WHICH UTILITY EASEMENTS ARE LOCATED, AND ALL FIRE LANES AND EMERGENCY ACCESS DRIVES, SHALL BE CONSTRUCTED USING A MINIMUM OF 4 INCHES OF ASPHALT PAVEMENT AND 8 INCHES OF BASE COURSE OR FULL DEPTH ASPHALT PAVEMENT EQUIVALENT.
- K) ALL PUBLIC WATER, STORM SEWER AND SANITARY SEWER MAINS AND APPURTENANCES LOCATED IN PUBLIC ROW OR UTILITY EASEMENTS SHALL BE MAINTAINED BY THE CITY OF WESTMINSTER PUBLIC WORKS DEPARTMENT. THE CITY IS NOT RESPONSIBLE FOR REPAIR OR REPLACEMENT OF PAVEMENT, CURB AND GUTTER, LANDSCAPING OR ANY OTHER PRIVATE IMPROVEMENTS WITHIN UTILITY EASEMENTS DAMAGED DURING UTILITY REPAIR OR MAINTENANCE.
- L) WATER CONSERVATION MEASURES, FEATURES AND STANDARDS SHALL BE PROVIDED IN ACCORDANCE WITH TITLE XI, CHAPTER 3, OF THE CITY CODE.
- M) ALL EXISTING AND PROPOSED UTILITY LINES AND SERVICES, AND ALL STREET LIGHTING CIRCUITS SHALL BE INSTALLED UNDERGROUND BOTH WITHIN AND ADJACENT TO THE SUBDIVISION OR DEVELOPMENT.
- N) ALL SIGNAGE SHALL BE IN CONFORMANCE WITH THIS OFFICIAL DEVELOPMENT PLAN.
- O) NO TEMPORARY OR PERMANENT ACCESS SHALL BE ALLOWED AT REAR OR SIDE PROPERTY LINES, WHEN ADJACENT TO PUBLIC LANDS, EITHER EXISTING OR LAND TO BE DEDICATED AS PART OF THE DEVELOPMENT PROJECT.
- P) TEMPORARY OR PERMANENT FENCING SHALL BE INSTALLED ON THE PRIVATE SIDE OF THE PROPERTY LINE ADJACENT TO PUBLIC LANDS, EITHER EXISTING OR LAND TO BE DEDICATED AS PART OF THE DEVELOPMENT PROJECT, PRIOR TO ANY CONSTRUCTION AND GRADING ACTIVITY. TEMPORARY FENCING IS TO BE MAINTAINED UNTIL PERMANENT FENCING IS INSTALLED. PUBLIC LAND SHALL NOT BE DISTURBED.
- Q) DURING THE CONSTRUCTION PROCESS, THE DEVELOPER AND/OR BUILDER WILL PROVIDE EMERGENCY ACCESS ROADWAYS TO WITHIN 150' OF ALL BUILDINGS AND STRUCTURES, PRIOR TO WALL CONSTRUCTION OR WHEN COMBUSTIBLES ARE BROUGHT ON SITE. ANY TEMPORARY ACCESS WILL BE CONSTRUCTED USING A MINIMUM OF 8 INCHES OF BASE COURSE AND A SUFFICIENT AMOUNT OF "ALL-WEATHER" SURFACE MATERIAL THAT WILL SUPPORT THE LOAD OF FIRE APPARATUS.
- R) NO ACCESS WILL BE ON PUBLIC LANDS.
- S) DEVELOPER AND BUILDER SHALL PATROL ON A WEEKLY BASIS THE PUBLIC AND OTHER LANDS ADJACENT TO THE DEVELOPMENT, DURING THE CONSTRUCTION PROCESS, AND REMOVE CONSTRUCTION DEBRIS TO KEEP THE ADJACENT LANDS CLEAN AND SAFE.
- T) STORM DRAINAGE SHALL ONLY BE DISCHARGED ONTO OR ACROSS PUBLIC LAND AS DESCRIBED IN THE APPROVED DRAINAGE STUDY.
- U) THE FINAL PLAT FOR THIS PROJECT MUST BE SUBMITTED FOR CITY APPROVAL WITHIN 12 MONTHS OF THE APPROVAL DATE OF THIS OFFICIAL DEVELOPMENT PLAN.
- V) THE PROJECT OWNER/DEVELOPER AND ASSIGNS ARE RESPONSIBLE FOR ENSURING THAT ALL CONSTRUCTION DRAWINGS AND DOCUMENTS COMPLY WITH ALL REQUIREMENTS OF THE ODP. THE PROJECT OWNER/DEVELOPER SHALL BE HELD RESPONSIBLE FOR ANY CONSTRUCTION AND GRADING COMPLETED THAT DOES NOT COMPLY WITH THE APPROVED ODP AND SHALL BE REQUIRED TO MAKE ALL MODIFICATIONS NECESSARY TO BRING THE PROJECT IN COMPLIANCE WITH THE ODP.
- W) ALL WATER FEATURES, SUCH AS FOUNTAINS SHOWN ON THIS ODP, MUST BE FUNCTIONAL AND OPERATE ANNUALLY - AT LEAST FROM MAY 1 THROUGH SEPTEMBER 30.
- X) THE PARKING OR STORAGE OF TRUCKS, TRAILERS, OR CONTAINERS IS PROHIBITED. TRUCKS OR TRAILERS SHOULD BE IN AN ACTIVE STATE OF LOADING OR UNLOADING. ACCESSORY OUTDOOR STORAGE CANNOT OCCUR WITHIN TRUCKS OR TRAILERS.

THREE-YEAR REVIEW:

IN THE EVENT THAT DATE OF APPROVAL OF A PROPERTY'S ODP OR ODP AMENDMENT IS MORE THAN THREE YEARS OLD AND NO BUILDING PERMIT HAS BEEN ISSUED, THE ODP OR AMENDED ODP SHALL BE REQUIRED TO BE SUBMITTED FOR REVIEW AND RECONSIDERATION IN ACCORDANCE WITH THE PROCEDURES SET FORTH IN SECTION 11-5-13 OF THE WESTMINSTER MUNICIPAL CODE, AND ALL APPLICABLE STANDARDS PURSUANT TO CHAPTER 5 OF TITLE XI, W.M.C.

UTILITY BOXES:

UTILITY BOXES ARE TO BE INSTALLED IN THE LOCATION(S) SHOWN ON THIS ODP. ANY PROPOSED REVISIONS TO THE LOCATION(S) SHOWN ON THIS ODP SHALL REQUIRE AN ODP AMENDMENT PRIOR TO THE INSTALLATION OF THESE BOXES, AND THE CITY'S APPROVAL OF SUCH AN AMENDMENT MAY BE CONDITIONAL UPON THE PROVISION OF ADDITIONAL SCREENING (E.G. MASONRY WALL AND/OR LANDSCAPING). FAILURE TO COMPLY MAY RESULT IN THE WITHHOLDING OF A BUILDING PERMIT OR OCCUPANCY CERTIFICATE.

STREET LIGHTS:

PUBLIC STREET LIGHTS WILL BE DESIGNED IN ACCORDANCE WITH THE CITY'S STREET LIGHT STANDARDS, IN EFFECT AT THE TIME OF STREET LIGHT DESIGN AND INSTALLATION, AND INSTALLED AT THE DEVELOPER'S COST. OWNERSHIP OF THE STREET LIGHTS SHALL NOT BE TRANSFERRED TO ANY ENTITY, EXCEPT THE CITY OF WESTMINSTER, UNLESS THE CITY AUTHORIZES THE TRANSFER TO ANOTHER ENTITY IN WRITING.

UTILITY EASEMENTS:

THE DESIGN OF THE PROPOSED CITY UTILITY LINES AND THE WIDTH OF THEIR RESPECTIVE EASEMENTS ARE PRELIMINARY AND MAY CHANGE DURING CONSTRUCTION DRAWING PHASE.

MAINTENANCE OF DRAINAGE IMPROVEMENTS:

IT IS EXPRESSLY UNDERSTOOD AND AGREED TO BY THE OWNER THAT THE INSTALLATION AND/OR MAINTENANCE OF ANY AND ALL DRAINAGE IMPROVEMENTS NEEDED TO SERVE THIS SITE, INCLUDING BUT NOT LIMITED TO OFFSITE STORM DRAINAGE DETENTION FACILITIES IS AND REMAINS FOREVER THE RESPONSIBILITY OF THE OWNER, ITS HEIRS, SUCCESSORS, AND ASSIGNS AND WILL NOT BECOME THE PROPERTY OR MAINTENANCE RESPONSIBILITY OF THE CITY OF WESTMINSTER.

CITY USE TAX:

CITY USE TAX FOR PUBLIC IMPROVEMENTS WILL BE REQUIRED TO BE PAID PRIOR TO THE ISSUANCE OF THE NOTICE TO PROCEED FOR PUBLIC IMPROVEMENTS, AND CITY USE TAX FOR PRIVATE IMPROVEMENTS WILL BE REQUIRED TO BE PAID PRIOR TO THE ISSUANCE OF THE BUILDING PERMIT. IF YOU HAVE ANY QUESTIONS REGARDING THE CITY'S USE TAX REQUIREMENTS PLEASE CONTACT THE CITY TAX AUDITOR.

RECOVERY COSTS:

NO RECOVERIES ARE DUE AT THIS TIME. HOWEVER, ANY SUBSEQUENTLY OCCURRING RECOVERY COSTS SHALL ALSO BE EFFECTIVE AGAINST THE DEVELOPMENT. A RECOVERY COST IS STILL VALID AGAINST A DEVELOPMENT EVEN IF IT IS UNDISCOVERED AND/OR INADVERTENTLY OMITTED FROM THE ODP.

FULL FORCE AND EFFECT:

ALL PROVISIONS OF THE ORIGINAL ODP AS RECORDED ON JUNE 5, 1985 AT RECEPTION NO. B577998 AND SUBSEQUENT ODP AMENDMENTS SHALL REMAIN IN FULL FORCE AND EFFECT, EXCEPT AS NOTED HEREIN.

PARK DEVELOPMENT FEE:

THE CITY CODE (11-6-8(C)) REQUIRES A PARK DEVELOPMENT FEE PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THE FIRST UNIT IN ANY BUILDING. A FEE OF \$1,804 (2015 FEE) PER DWELLING UNIT IS DUE TO THE CITY. FOR 59 DWELLINGS THE TOTAL FEE IS \$106,436. THIS FEE AMOUNT MAY CHANGE PRIOR TO COMPLETION OF THIS PROJECT AS THE PARK FEE IS ADJUSTED ANNUALLY IN ACCORDANCE WITH THE CONSUMER PRICE INDEX (CPI) AS ESTABLISHED FOR THE DENVER METROPOLITAN AREA.

SCHOOL LAND DEDICATION:

THE CITY CODE (11-6-8(F)) REQUIRES A DEDICATION OF SCHOOL LAND OR CASH IN LIEU OF LAND. FOR THIS SITE, THE CITY HAS DETERMINED THAT A LAND DEDICATION WOULD NOT SERVE THE PUBLIC INTEREST. THEREFORE, A FEE IN LIEU OF THE LAND IS REQUIRED. THE CASH-IN-LIEU FEE IS A FIXED AMOUNT BASED ON THE TYPE OF UNIT AND IS DUE AT THE TIME OF FINAL PLAT. FOR SINGLE FAMILY DETACHED HOMES A FEE OF \$876 (2015 FEE) PER DWELLING UNIT IS DUE TO THE CITY. FOR 59 DWELLINGS THE TOTAL FEE IS \$51,684. THIS FEE AMOUNT MAY CHANGE PRIOR TO COMPLETION OF THIS PROJECT AS THE SCHOOL FEE IS ADJUSTED ANNUALLY TO KEEP PACE WITH THE REAL ESTATE MARKET AND LAND VALUES.

PUBLIC LAND DEDICATION:

PUBLIC LAND DEDICATION IS REQUIRED FOR RESIDENTIAL DEVELOPMENTS IN THE CITY. FOR THIS SITE, THE CITY HAS DETERMINED THAT A LAND DEDICATION WOULD NOT SERVE THE PUBLIC INTEREST. THEREFORE, A FEE IN LIEU OF THE LAND DEDICATION IS REQUIRED. THE FEE IS BASED ON THE FAIR MARKET VALUE OF THE LAND WHICH MIGHT HAVE BEEN DEDICATED TO THE CITY. PUBLIC LAND DEDICATION IS PROPOSED TO BE PAID CASH-IN-LIEU. THE CITY CODE (11-6-8(B)) REQUIRES 12 ACRES PER 1,000 RESIDENTS FOR A SINGLE-FAMILY DETACHED DEVELOPMENT. PROJECTED POPULATION IS 3 PERSONS PER UNIT. FOR 59 UNITS THE POPULATION IS 177 PERSONS. FOR 177 PERSONS THE PUBLIC LAND DEDICATION REQUIRED IS 2.124 ACRES. BASED ON A LAND PURCHASE PRICE [OR FAIR MARKET VALUE AS DETERMINED BY A CURRENT APPRAISAL] OF \$100,446 PER ACRE MULTIPLIED BY 2.124 ACRES, THE CASH-IN-LIEU TOTALS \$213,348. THE CASH-IN-LIEU PAYMENT IS DUE PRIOR TO THE RECORDATION OF THE FINAL PLAT FOR THIS ODP.

SERVICE COMMITMENTS:

SERVICE COMMITMENTS IN CATEGORY A ARE AVAILABLE ON A FIRST COME, FIRST SERVED BASIS. ONCE THE ALLOCATION FOR ANY GIVEN YEAR IS EXHAUSTED, NO OTHER SERVICE COMMITMENTS OR BUILDING PERMITS WILL BE AVAILABLE. IN ANY GIVEN YEAR THERE MAY BE FEWER SERVICE COMMITMENTS IN CATEGORY A THAN NECESSARY TO MEET THE MARKET DEMANDS FOR RESIDENTIAL PROJECTS.

OWNERSHIP AND MAINTENANCE:

THE DEVELOPERS WILL BE THE OWNERS AND PARTIES RESPONSIBLE FOR INSTALLATION AND MAINTENANCE OF ALL IMPROVEMENTS WITHIN LOT 2B.

EXCEPTIONS:

A. THE CITY'S SINGLE-FAMILY DESIGN STANDARDS REQUIRE A MINIMUM OF 30% MASONRY TO BE INSTALLED ON FRONT ELEVATIONS ABUTTING STREETS, OPEN SPACE, TRAILS, OR PARKS. THE CITY WILL ALLOW AN EXCEPTION TO THIS MINIMUM REQUIREMENT FOR 3 MODELS. THE MODELS ARE PLAN 3020 ELEVATION E, PLAN 3030 ELEVATION D, AND PLAN 3621 ELEVATION E. THESE MODELS HAVE OTHER QUALITY DESIGN FEATURES THAT ENHANCE THE STREETScape. THE PERCENTAGE MASONRY ON THE OTHER 11 ELEVATIONS IN THE ODP EXCEED THE 30% MINIMUM REQUIREMENT.

B. THE CITY'S SINGLE-FAMILY DESIGN STANDARDS REQUIRE A MINIMUM OF INTERIOR AREA OF THE GARAGE OF 22 FEET BY 20 FEET. ONE OF THE PURPOSES OF THE REQUIREMENT IS TO ACCOMMODATE NON-INTRUSIVE STAIRS FROM THE MAIN LIVING LEVEL INTO THE GARAGE TO KEEP THE PARKING SPACE A FULL LENGTH OF 19 FEET. FOR THE MODELS IN THIS ODP THE INTERIOR DESIGN OF THE GARAGES HAS AN INSET INTO THE MAIN LIVING LEVEL FOR THE STAIRS.

TITLE: GENERAL NOTES
DATE: APRIL 6, 2016
SHEET: 2 OF 67

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FOURTH AMENDED OFFICIAL DEVELOPMENT PLAN SHERIDAN PARK NORTH FILING NO. 1 FOR BLOCK 3

A PLANNED UNIT DEVELOPMENT IN THE
CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 3 OF 67

DEVELOPMENT STANDARDS:

LOT	
MINIMUM LOT SIZE	2,325 SQ. FT.
MINIMUM LOT WIDTH	31 FT.
MINIMUM LOT DEPTH	72 FT.
AMENITY AREAS	
MINIMUM FRONT PORCH AREA – PRODUCTS A & B	80 SQ. FT.
MINIMUM YARD AREA FOR PRODUCT A	18 BY 20 (360 SQ. FT.)
MINIMUM REAR DECK AREA FOR PRODUCT B	8.5 BY 20 (170 SQ. FT.)
FRONT SETBACKS (MINIMUM)	
FRONT PORCH SETBACK FROM FRONT LOT LINE	6 FT.
FRONT FOUNDATION SETBACK FROM FRONT LOT LINE	14 FT.
SIDE SETBACKS (MINIMUM)	
SIDE AT ACTIVE SETBACK	9 FT.
SIDE AT PASSIVE SETBACK	5 FT.
PASSIVE SIDE TO ACTIVE SIDE MINIMUM	14 FT.
PASSIVE SIDE TO PASSIVE SIDE MINIMUM	10 FT.
SIDE AT EAST PDP PROPERTY LINE	20 FT.
SIDE AT WEST PDP PROPERTY LINE AT YATES ST.	25 FT.
SIDE AT BLDG. FOUNDATION TO YATES DR. LOT LINE	10 FT.
SIDE PORCH TO LOT LINE	6 FT.
REAR SETBACKS (MINIMUM)	
REAR GARAGE WALL TO LOT LINE	5 FT.
REAR WALL LIVING SPACE TO LOT LINE	5 FT.
REAR DECK TO LOT LINE	5 FT.
FENCE SETBACKS (MINIMUM)	
REAR FENCE TO LOT LINE	2 FT.
WING FENCE AT FRONT	BACK OF FRONT WALL PLANE
SIDE FENCE TO YATES DR. R.O.W.	2 FT.
MAXIMUM ENCROACHMENTS INTO SETBACKS (NOT INTO EASEMENTS)	
ROOF OVERHANG SIDE AND FRONT	2 FT. MAXIMUM
BAY WINDOW FRONT OR SIDE ONLY	2 FT. MAXIMUM
CANTILEVER LIVING AREA	2 FT. MAXIMUM
OTHER ARCHITECTURAL ENCROACHMENT	2 FT. MAXIMUM
OTHER	
MAXIMUM BUILDING COVERAGE PER LOT	60%
NO ACCESSORY STRUCTURES ARE ALLOWED*	
GARAGES, PORCHES, OR DECKS MAY NOT BE CONVERTED TO LIVING SPACE	
MAXIMUM BUILDING HEIGHT	2-STORY, OR 35 FT. WHICHEVER IS GREATER

* TRELLISES, GAZEBOS, CHILDREN'S PLAY STRUCTURES, AND SIMILAR STRUCTURES ARE NOT CONSIDERED ACCESSORY STRUCTURES

DESIGN INCENTIVES:

SCORE	INCENTIVE
75	"SPECIALTY" LIGHTING WITH ORNAMENTAL BASES, ARMATURES, FIXTURES, ETC. RELATING TO ARCHITECTURAL THEME OF THE DEVELOPMENT WILL BE INSTALLED ALONG COLLECTOR AND/OR LOCAL STREETS.
75	ENTRY SIGNAGE WILL BE MOUNTED ON A MASONRY WALL (4' MIN. HEIGHT, 6' MAX. HEIGHT, 20' MIN. LENGTH).
50	ENTRY LANDSCAPING EXCEEDS THE MINIMUM REQUIRED (1 TREE AND 3 SHRUBS PER 550 S.F.) IN THE RIGHT-OF-WAY AREA.
75	EVERGREEN TREES (A MIN. OF 3 AUSTRIAN PINE, BLUE SPRUCE OR SIMILAR) WILL BE PLANTED BEHIND THE ENTRY MONUMENT SIGNAGE.
100	OFF-STREET CONCRETE PATH (WHERE NOT ALREADY REQUIRED) WILL BE INSTALLED.
25	LIGHTING ALONG BOTH SIDES OF OFF-STREET PATHS WILL BE PROVIDED.
25	BENCHES WILL BE PROVIDED ALONG PEDESTRIAN PATHWAYS THROUGHOUT THE PROJECT.
500	PRIVATE PARK AREA WILL BE INCREASED ABOVE THE MIN. 4% REQUIREMENT TO GREATER THAN 6%.
150	PLAY EQUIPMENT AREA WITH SWINGS, SLIDE, CLIMBING EQUIP., ETC. OR OUTDOOR GATHERING AREAS WITH SEATING (0.5% MINIMUM OF SITE AREA) WILL BE PROVIDED. PLAY EQUIPMENT MUST ENCOMPASS AT LEAST 625 S.F. (25' X 25') FOR EACH OF THESE AREAS.
100	MASONRY FENCE COLUMNS AT EASEMENTS WILL BE SPACED 55 FEET (OR LESS) APART.
50	OFFSETS (4-FOOT MIN.) WILL BE PROVIDED ON ALL DWELLING UNITS ON ALL FRONT ELEVATIONS.
75	USABLE FRONT PORCHES (UNOBSTRUCTED 80 S.F. MIN., WITH 6-FOOT MIN. DEPTH) WILL BE PROVIDED ON AT LEAST 50% OF THE APPROVED MODELS AND RESIDENCES BUILT, AND SIDE OR REAR YARD PATIOS (UNOBSTRUCTED 120 S.F. MIN.) WILL BE PROVIDED WITH ALL RESIDENCES.
75	GARAGE DOOR WINDOWS WILL BE INCORPORATED IN THE DESIGN OF 50% OF THE MODELS AND RESIDENCES BUILT, AND THE WINDOW DESIGN WILL COMPLEMENT THE STYLE OF THE HOUSE WINDOWS.
500	SIDE, REAR, OR FRONT-LOADED (SETBACK OF 30' OR MORE) GARAGES WILL OCCUR ON AT LEAST 75% OF THE MODELS AND RESIDENCES BUILT.
100	A MIN. OF ONE SHADE TREE AND THREE SHRUBS PER 500 S.F. OF LANDSCAPED AREA IS PROVIDED FOR LANDSCAPING WITHIN THE RIGHT-OF-WAY.
350	STREET TREES (DECIDUOUS, SHADE TREES WITH 40-FOOT MAX. SPACING) WILL BE PLANTED IN THE LANDSCAPE AREA BETWEEN THE CURB AND SIDEWALK ALONG A MIN. OF 75% OF THE LOCAL AND PRIVATE STREET LENGTHS ON BOTH SIDES OF THE STREETS.
75	FOR RESIDENTIAL LOTS UP TO 10,000 S.F. IN SIZE, A MIN. OF 2 TREES AND 5 SHRUBS SHALL BE INSTALLED IN THE FRONT YARD OF EACH LOT.
250	TREE LAWNS WILL BE INCREASED ABOVE THE MINIMUM 6 FEET: 50 POINTS FOR EACH ADDITIONAL FOOT OF TREE LAWN UP TO 300 PTS.
75	TURF AREA WILL BE REDUCED TO 30-35% OF LANDSCAPED AREA.
100	100% OF HOUSING UNITS PRE-WIRED FOR SOLAR PHOTOVOLTAIC SYSTEMS.
600	60 POINTS FOR EACH 10% OF HOUSING UNITS WITH INSTALLED SOLAR PHOTOVOLTAIC SYSTEMS (MINIMUM 3 KW SYSTEM)
500	20% BETTER THAN THE BUILDING ENERGY CODE REQUIREMENTS, FOR THE CODE ADOPTED BY CITY, AT THE TIME OF PERMIT ISSUANCE.
100	ALL NEW RESIDENTIAL UNITS SHALL INCORPORATE INDOOR WATER FIXTURES WHICH MEET THE U.S. EPA WATERSENSE CRITERIA.
4025	TOTAL

TITLE: GENERAL NOTES
DATE: APRIL 6, 2016
SHEET: 3 OF 67

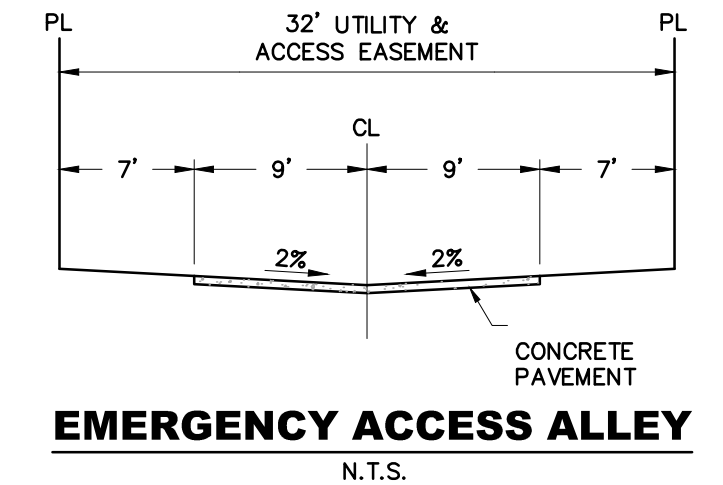
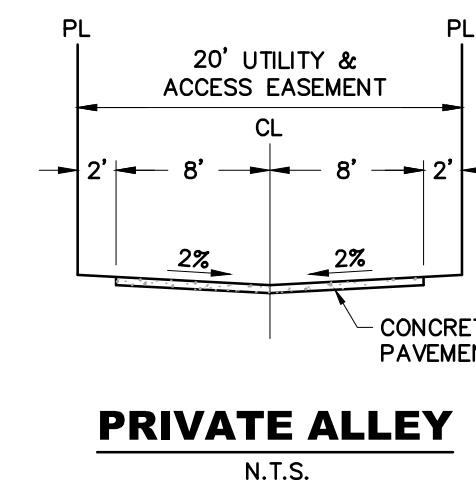
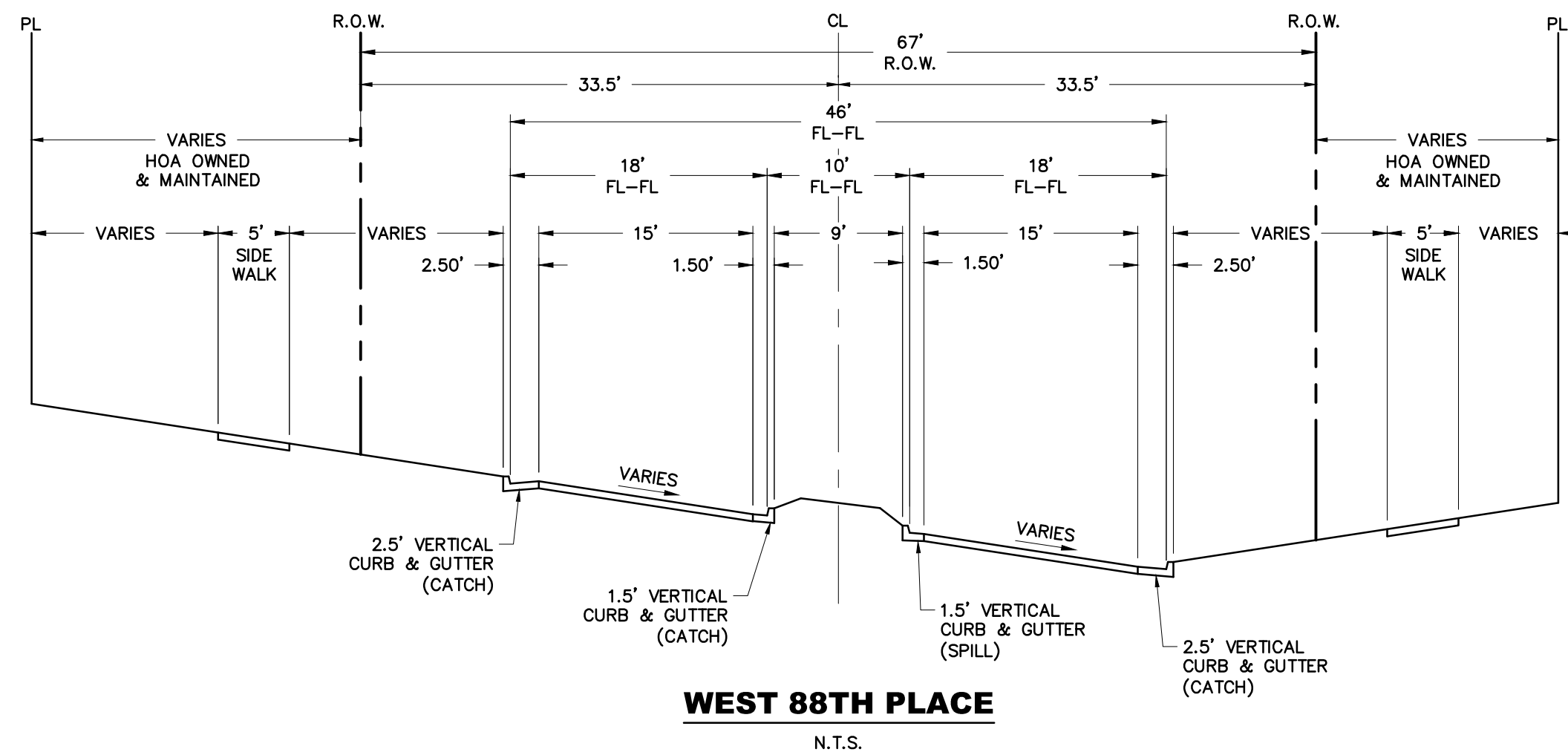
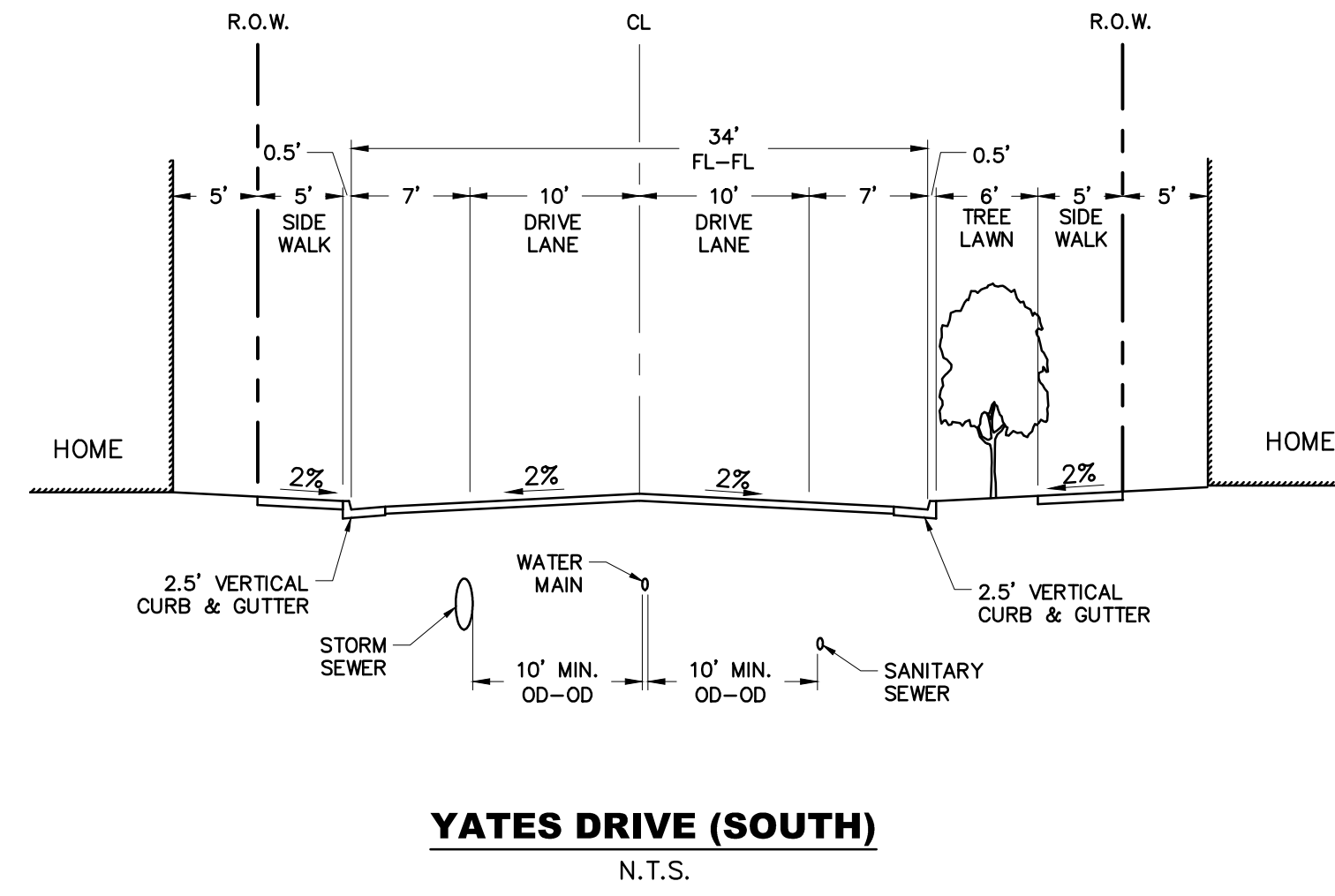
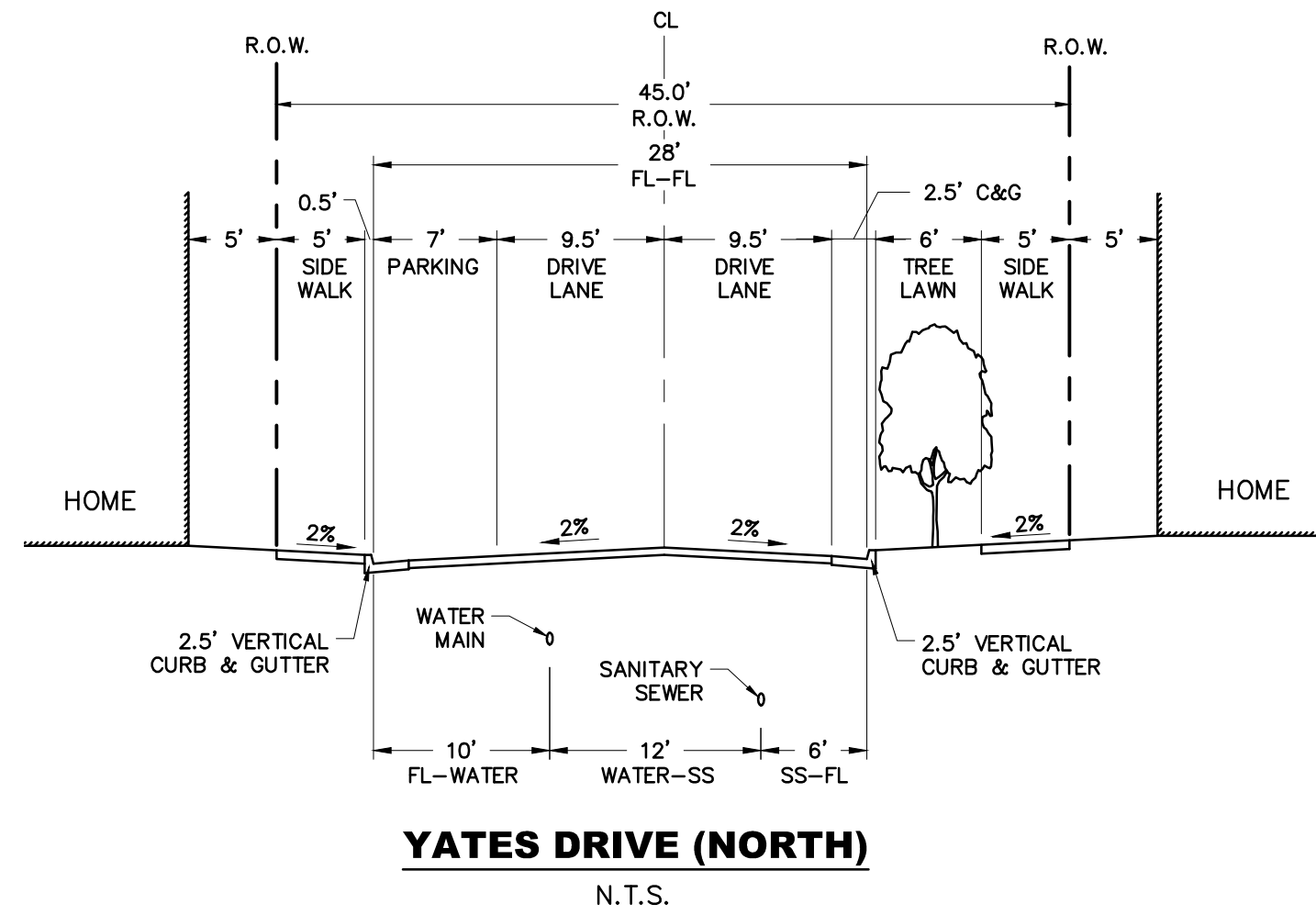
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FOURTH AMENDED OFFICIAL DEVELOPMENT PLAN SHERIDAN PARK NORTH FILING NO. 1 FOR BLOCK 3

A PLANNED UNIT DEVELOPMENT IN THE
CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 4 OF 67



TITLE: TYPICAL STREET SECTIONS
DATE: APRIL 6, 2016
SHEET: 4 OF 67

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FOURTH AMENDED OFFICIAL DEVELOPMENT PLAN SHERIDAN PARK NORTH FILING NO. 1 FOR BLOCK 3

A PLANNED UNIT DEVELOPMENT IN THE
CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 5 OF 67

LEGEND

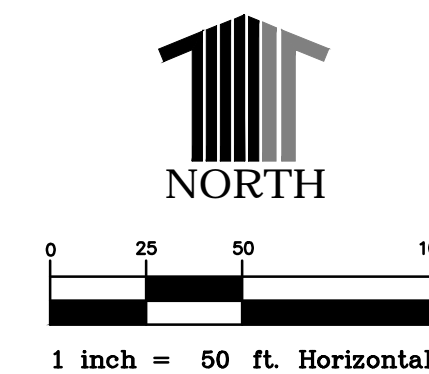
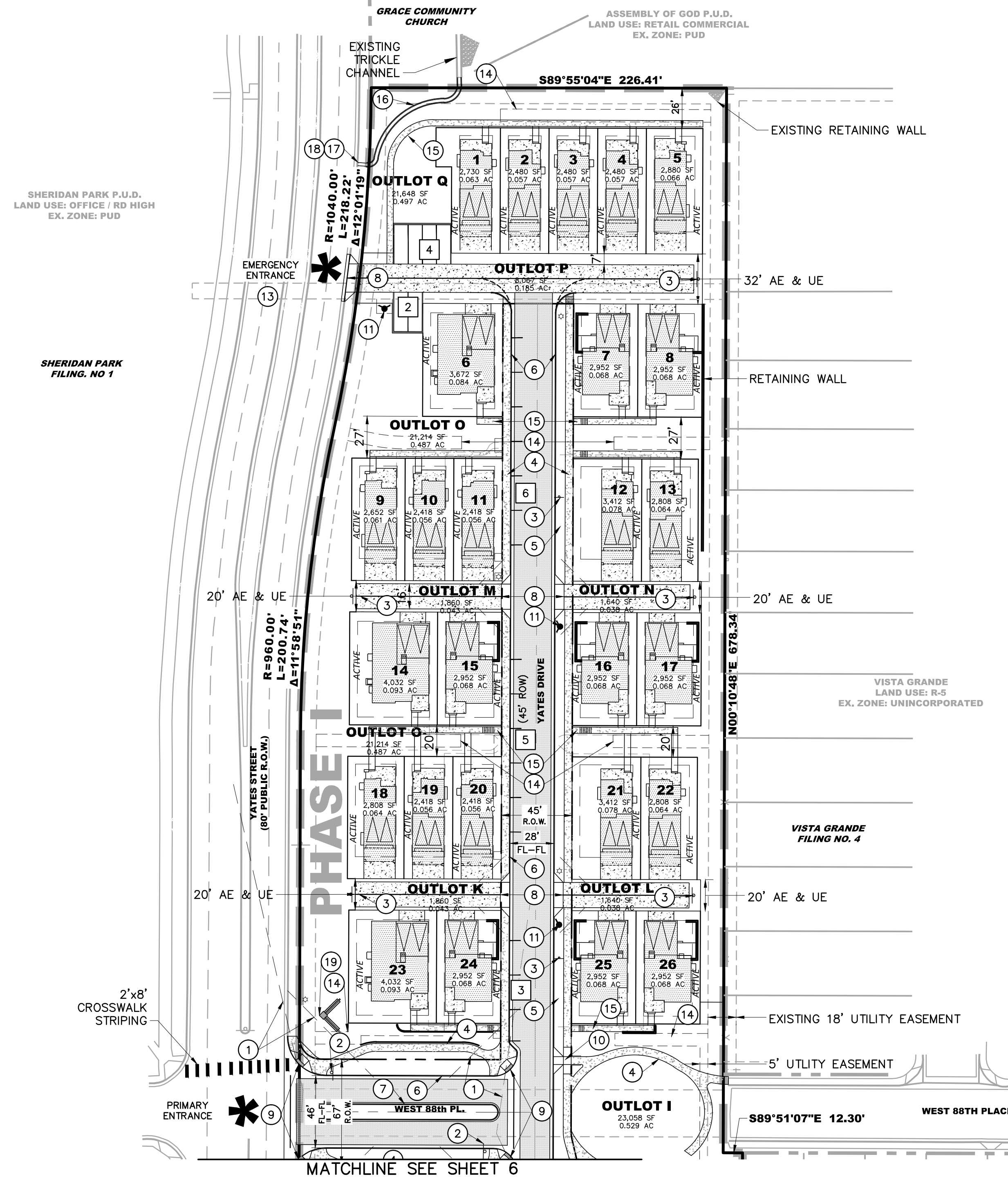
- LOT LINE
- ROW/PROPERTY LINE
- CENTERLINE
- PROPERTY BOUNDARY
- EASEMENT
- EX. FENCE
- HOUSE GARAGE PARKING COUNT
- PUBLIC STREET LIGHT
- AE & UE – ACCESS AND UTILITY EASEMENT

KEYNOTES

- ① SIGHT TRIANGLES/SIGHT LINE
- ② STOP SIGN
- ③ NO PARKING FIRE LANE SIGN
- ④ 5' SIDEWALK
- ⑤ 6' TREE LAWN
- ⑥ 6" VERTICAL CURB AND GUTTER W/ 2' PAN
- ⑦ MEDIAN CURB AND GUTTER
- ⑧ DRIVEWAY CUT
- ⑨ HANDICAP RAMP
- ⑩ HANDICAP RAMP – SPECIAL
- ⑪ PROPOSED FIRE HYDRANT
- ⑫ DETENTION POND LIMITS
- ⑬ FIRE ACCESS
- ⑭ PROPOSED 8' UTILITY EASEMENT
- ⑮ 4' SIDEWALK
- ⑯ TRICKLE CHANNEL
- ⑰ SIDEWALK CHASE
- ⑱ CURB CHASE
- ⑲ SITE MONUMENT

SITE PLAN NOTES:

1. THE HOA FOR THIS ODP SHALL OWN AND BE RESPONSIBLE FOR MAINTAINING AREAS AS SHOWN ON THE LANDSCAPE SHEETS IN THIS ODP:
 - A. GREEN SPACES TO INCLUDE OUTLOTS A, B, D, G, H, I, J, O, Q AND R.
 - B. ALLEYS TO INCLUDE OUTLOTS C, E, F, K, L, M, N AND P.
 - C. FRONT YARDS BEYOND THE WING FENCE AND EXCLUSIVE OF THE PORCH.
2. THE ACTIVE SIDES OF THE LOTS HAVE BEEN NOTED.
3. ACTUAL LOCATIONS OF ALL STEPS AND SIDEWALKS IN PASEOS WILL BE DETERMINED IN THE FIELD BASED ON GRADES AND HOUSE LOCATIONS.



TITLE: SITE PLAN
DATE: APRIL 6, 2016
SHEET: 5 OF 67

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A PLANNED UNIT DEVELOPMENT IN THE
CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO
MATCHLINE SEE SHEET 5 SHEET 6 OF 67

LEGEND

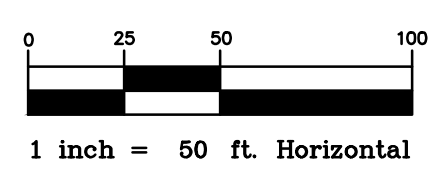
- LOT LINE _____
- ROW/PROPERTY LINE - - - - -
- CENTERLINE - - - - -
- PROPERTY BOUNDARY _____
- EASEMENT - - - - -
- EX. FENCE — x — x — x — x —
- HOUSE [Pattern] GARAGE [Pattern] PARKING COUNT #
- PUBLIC STREET LIGHT *
- AE & UE — ACCESS AND UTILITY EASEMENT

KEYNOTES

- ① SIGHT TRIANGLES/SIGHT LINE
- ② STOP SIGN
- ③ NO PARKING FIRE LANE SIGN
- ④ 5' SIDEWALK
- ⑤ 6' TREE LAWN
- ⑥ 6" VERTICAL CURB AND GUTTER W/ 2' PAN
- ⑦ MEDIAN CURB AND GUTTER
- ⑧ DRIVEWAY CUT
- ⑨ HANDICAP RAMP
- ⑩ HANDICAP RAMP — SPECIAL
- ⑪ PROPOSED FIRE HYDRANT
- ⑫ DETENTION POND LIMITS
- ⑬ FIRE ACCESS
- ⑭ PROPOSED 8' UTILITY EASEMENT
- ⑮ 4' SIDEWALK
- ⑯ TRICKLE CHANNEL
- ⑰ SIDEWALK CHASE
- ⑱ CURB CHASE
- ⑲ SITE MONUMENT

SITE PLAN NOTES:

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 - B. ALLEYS TO INCLUDE OUTLOTS C, E, F, K, L, M, N AND P.
 - C. FRONT YARDS BEYOND THE WING FENCE AND EXCLUSIVE OF THE PORCH.
2. THE ACTIVE SIDES OF THE LOTS HAVE BEEN NOTED.
3. ACTUAL LOCATIONS OF ALL STEPS AND SIDEWALKS IN PASEOS WILL BE DETERMINED IN THE FIELD BASED ON GRADES AND HOUSE LOCATIONS.



TITLE: SITE PLAN
DATE: APRIL 6, 2016
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FOURTH AMENDED OFFICIAL DEVELOPMENT PLAN SHERIDAN PARK NORTH FILING NO. 1 FOR BLOCK 3

A PLANNED UNIT DEVELOPMENT IN THE
CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 7 OF 67

LEGEND

- ROW/PROPERTY LINE
- CENTERLINE
- PROPERTY BOUNDARY
- EASEMENT
- EX. FENCE
- PROPOSED SWALE
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- EX. MAJOR CONTOUR
- EX. MINOR CONTOUR

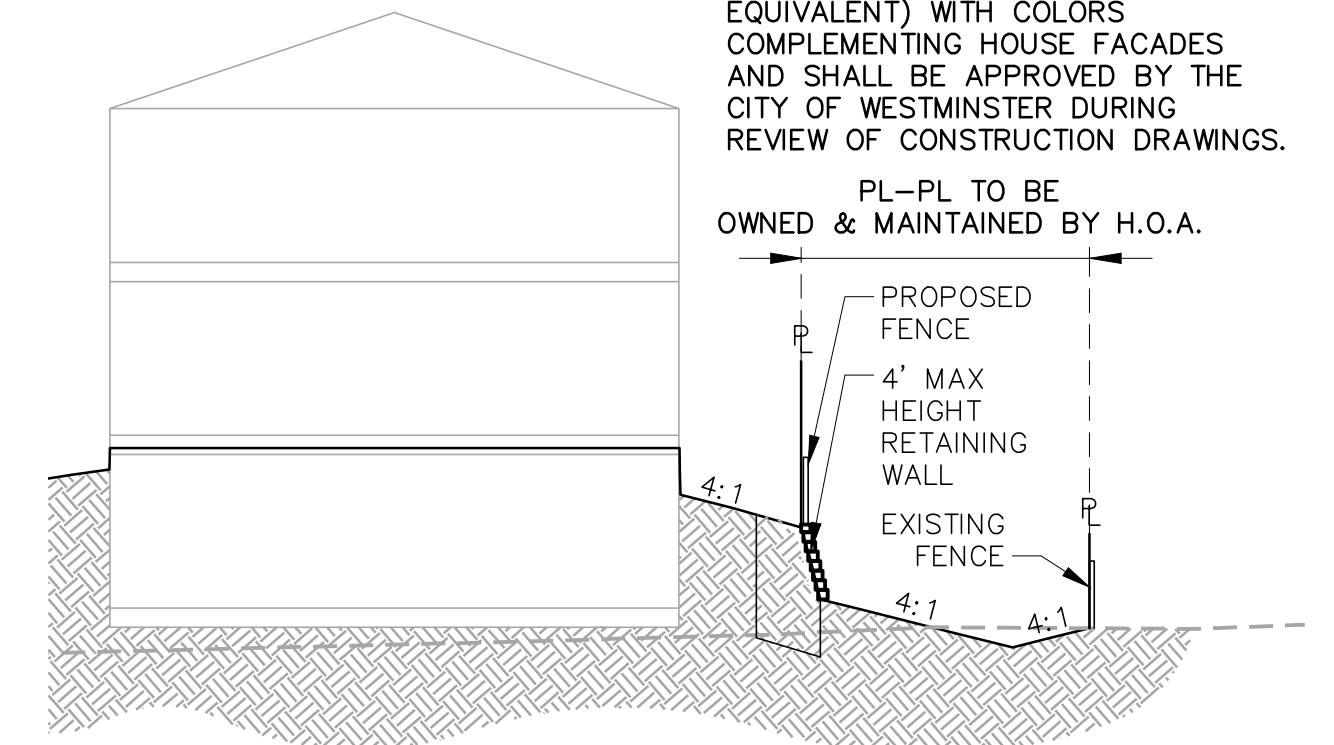
KEYNOTES

- ① POND OUTLET STRUCTURE
- ② POND MICROPOOL
- ③ FOREBAY
- ④ CDOT TYPE-R INLET
- ⑤ CDOT TYPE-C INLET
- ⑥ CDOT TYPE-D INLET

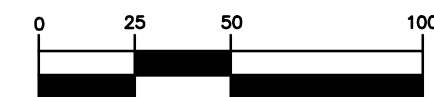
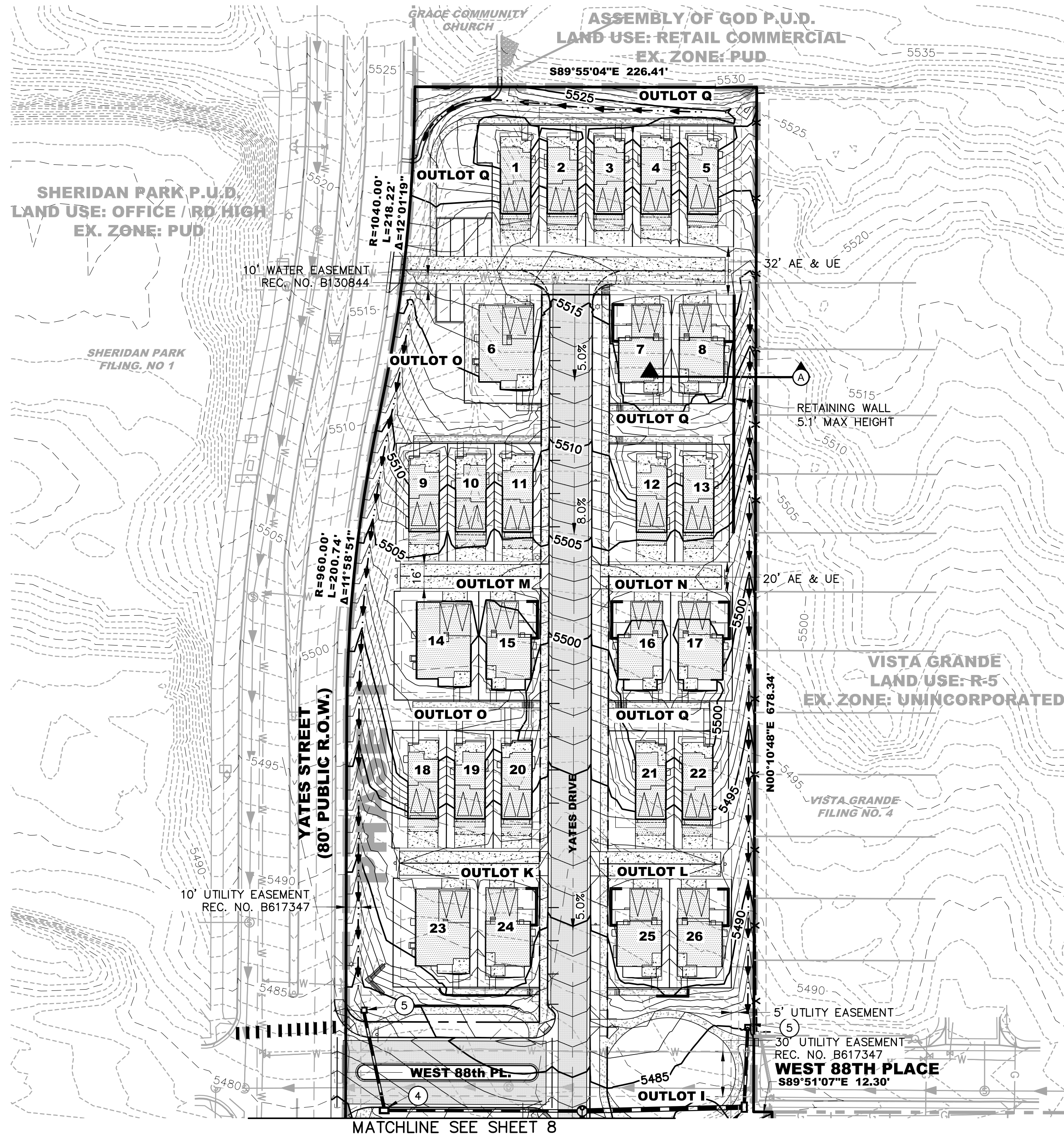
NOTE:
ALL SLOPES TO BE A MAXIMUM OF 4:1

RETAINING WALL NOTE:
WALLS SHALL BE MODULAR BLOCK (ASHLAR BLEND, ALLEN BLOCK OR EQUIVALENT) WITH COLORS COMPLEMENTING HOUSE FACADES AND SHALL BE APPROVED BY THE CITY OF WESTMINSTER DURING REVIEW OF CONSTRUCTION DRAWINGS.

PL-PL TO BE OWNED & MAINTAINED BY H.O.A.



SECTION A



TITLE: GRADING/DRAINAGE PLAN
DATE: APRIL 6, 2016
SHEET: 7 OF 67

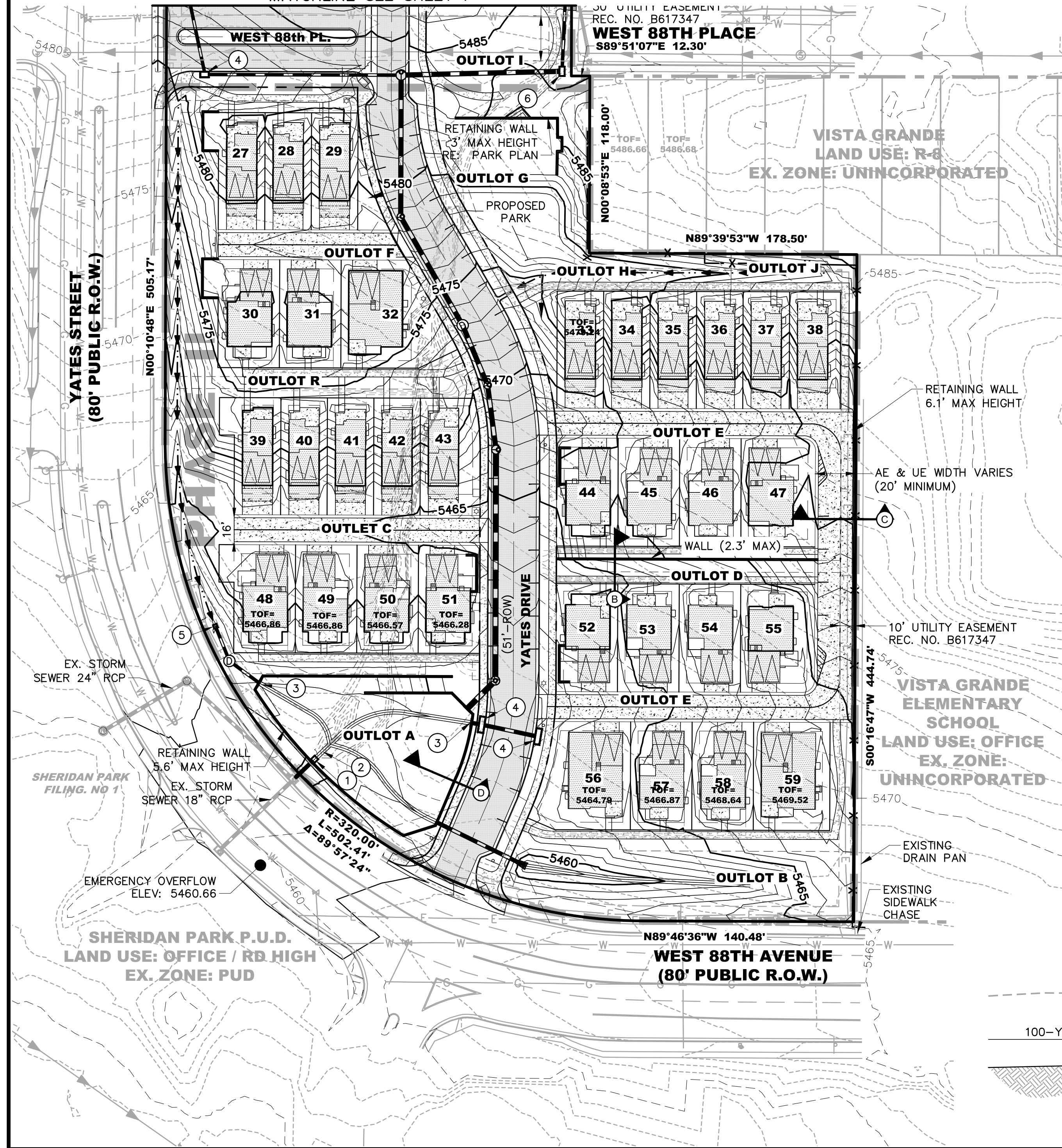
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FOURTH AMENDED OFFICIAL DEVELOPMENT PLAN SHERIDAN PARK NORTH FILING NO. 1 FOR BLOCK 3

A PLANNED UNIT DEVELOPMENT IN THE
CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 8 OF 67

MATCHLINE SEE SHEET 7



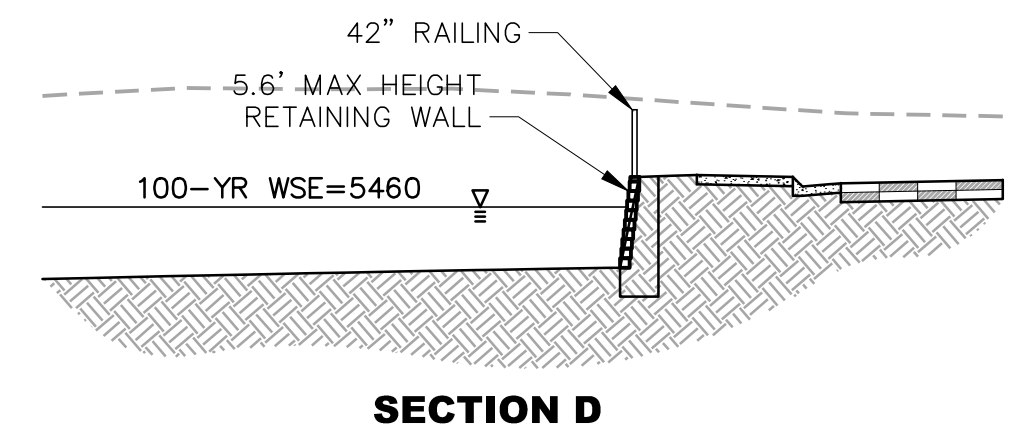
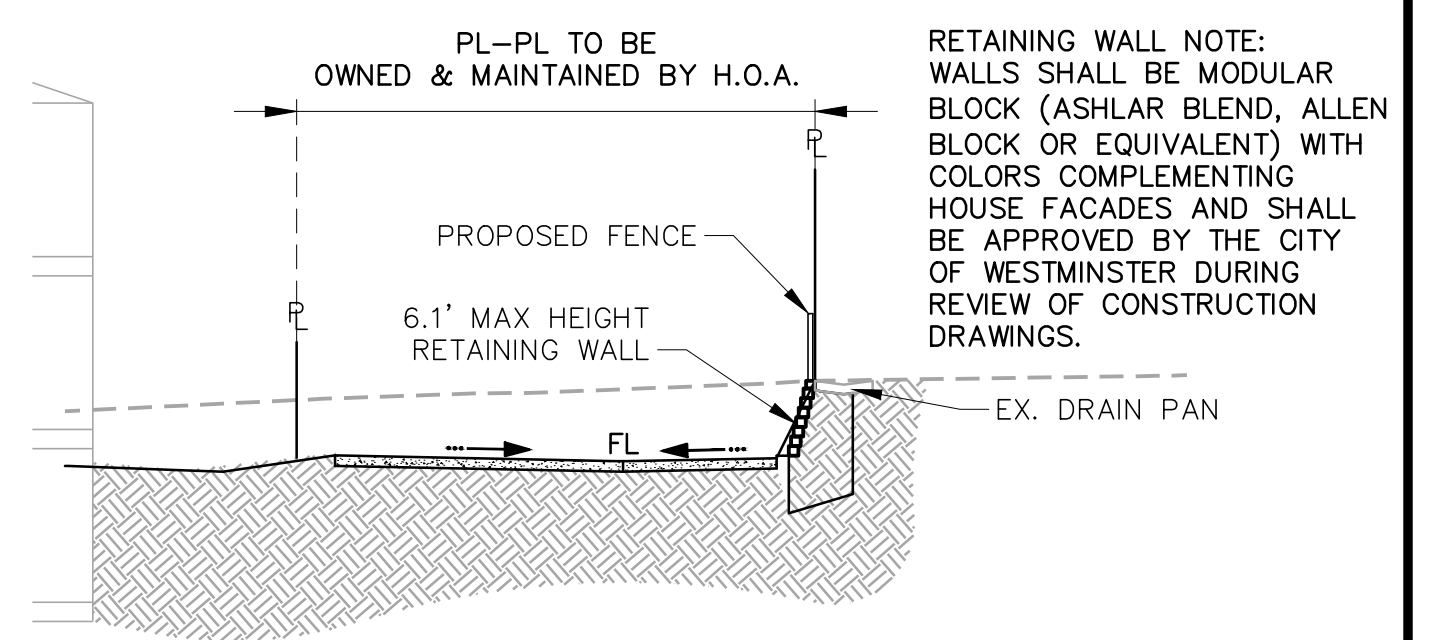
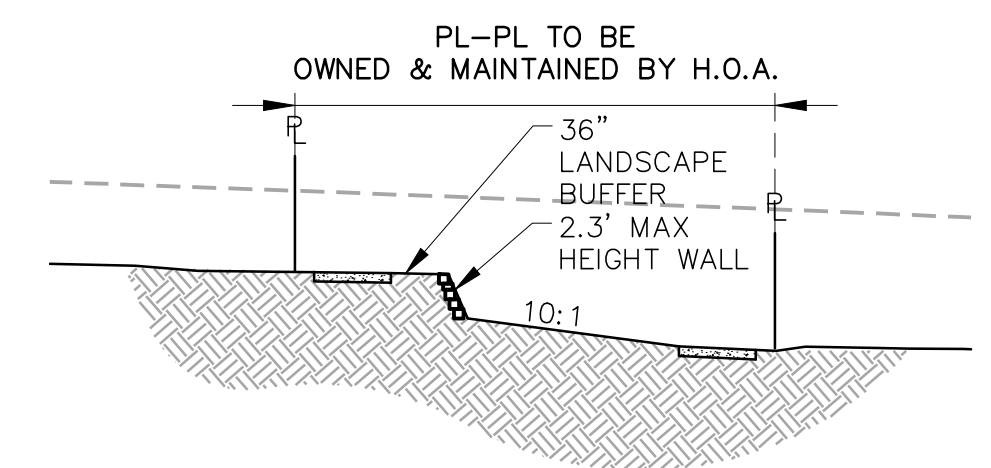
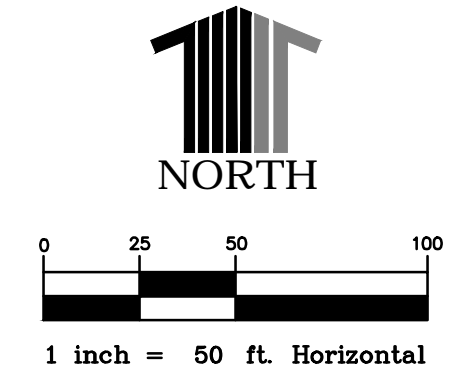
LEGEND

- ROW/PROPERTY LINE
- CENTERLINE
- PROPERTY BOUNDARY
- EASEMENT
- EX. FENCE
- PROPOSED SWALE
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- EX. MAJOR CONTOUR
- EX. MINOR CONTOUR
- FINISHED GRADE AT TOP OF WALL TW
- FINISHED GRADE AT BOTTOM OF WALL BW

KEYNOTES

- 1 POND OUTLET STRUCTURE
- 2 POND MICROPPOOL
- 3 FOREBAY
- 4 CDOT TYPE-R INLET
- 5 CDOT TYPE-C INLET
- 6 CDOT TYPE-D INLET

NOTE:
ALL SLOPES TO BE A MAXIMUM OF 4:1



TITLE: GRADING/DRAINAGE PLAN
DATE: APRIL 6, 2016
SHEET: 8 OF 67

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FOURTH AMENDED OFFICIAL DEVELOPMENT PLAN SHERIDAN PARK NORTH FILING NO. 1 FOR BLOCK 3

A PLANNED UNIT DEVELOPMENT IN THE
CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO

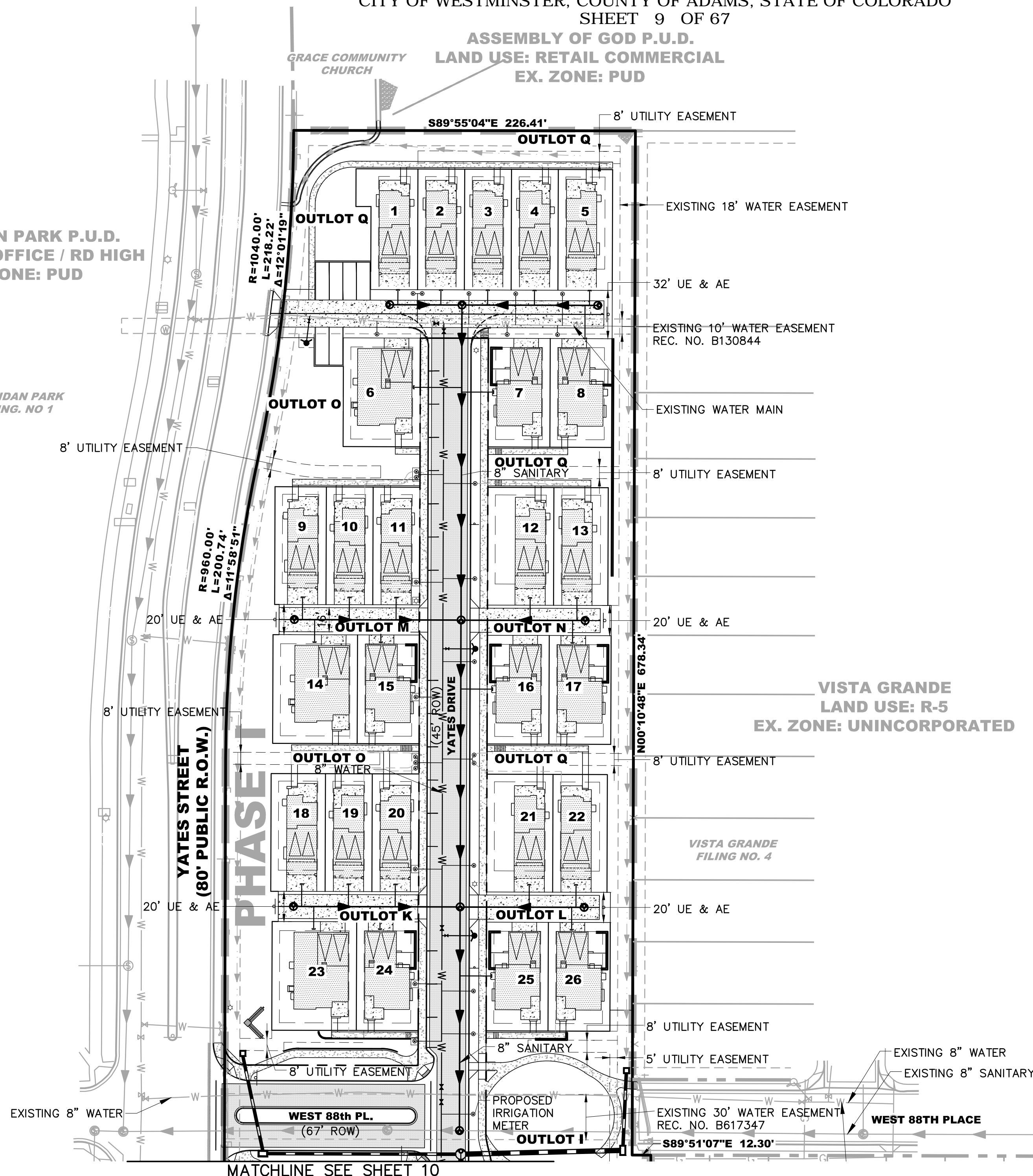
SHEET 9 OF 67

ASSEMBLY OF GOD P.U.D.
LAND USE: RETAIL COMMERCIAL
EX. ZONE: PUD

LEGEND

- ROW/PROPERTY LINE
- CENTERLINE
- PROPERTY BOUNDARY
- EASEMENT
- PROP. WATER MAIN
- PROP. WATER SERVICE
- PROP. SANITARY SERVICE
- PROP. WATER VALVE
- PROP. FIRE HYDRANT
- PROP. SANITARY SEWER MAIN
- PROP. STORM DRAIN
- PROP. STORM DRAIN INLET
- SANITARY SEWER MANHOLE NUMBER
- STORM DRAINAGE MANHOLE NUMBER
- EX. GAS MAIN
- EX. WATER MAIN
- EX. WATER VALVE
- EX. FIRE HYDRANT
- EX. SANITARY SEWERS
- EX. STORM DRAIN
- EX. STORM DRAIN INLET
- EX. POWER POLE
- EX. UNDERGROUND ELECTRIC
- EX. UNDERGROUND TELEPHONE
- EX. FENCE
- HOUSE
- PORCH
- GARAGE

NOTE:
HOA WILL MAINTAIN PRIVATE WATER SERVICES
IN OUTLOTS A, B, D, G, H, I, J, O, Q, AND R.



NORTH

TITLE: UTILITY PLAN
DATE: APRIL 6, 2016
SHEET: 9 OF 67

1 inch = 50 ft. Horizontal

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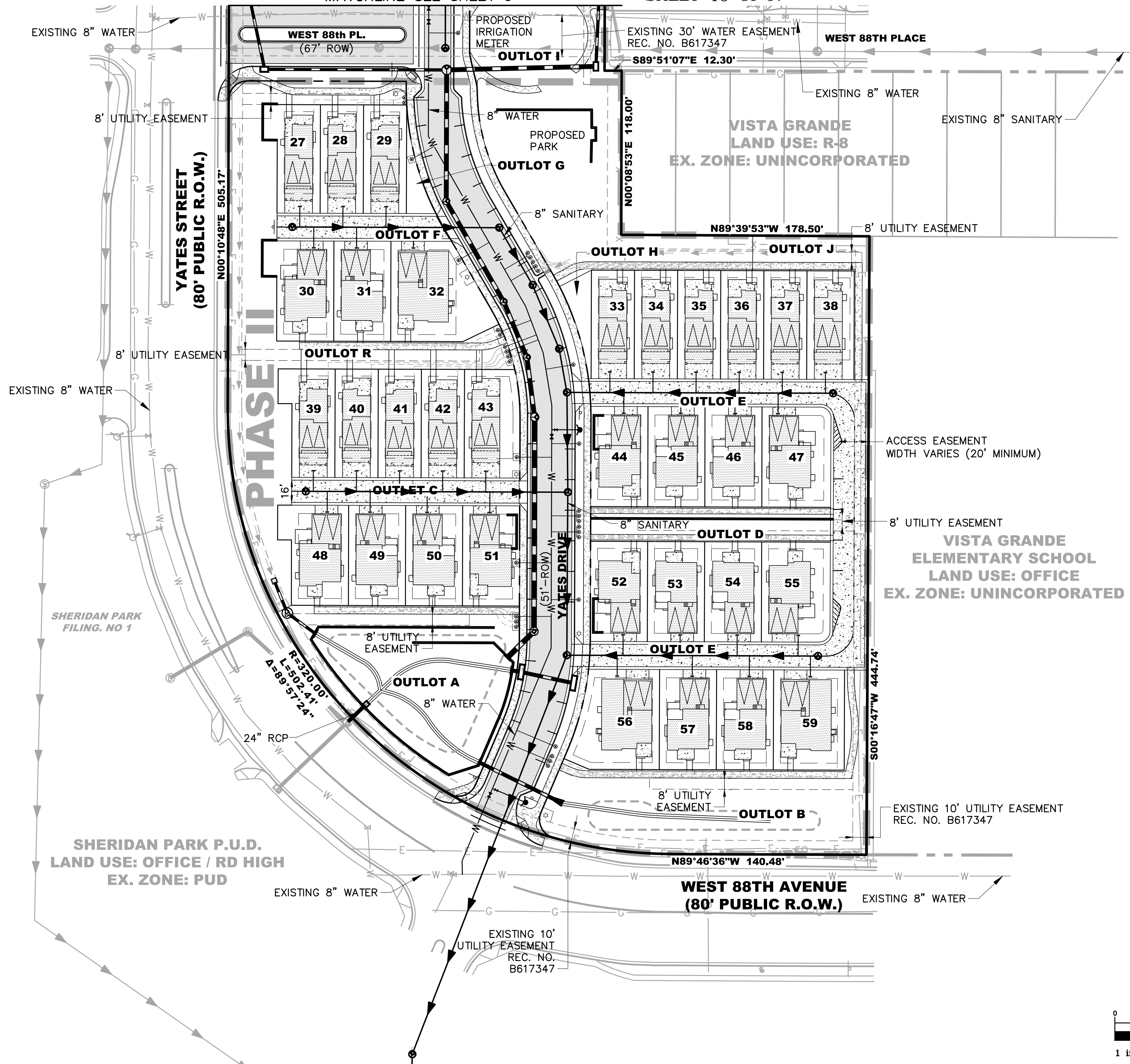
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FOURTH AMENDED OFFICIAL DEVELOPMENT PLAN SHERIDAN PARK NORTH FILING NO. 1 FOR BLOCK 3

A PLANNED UNIT DEVELOPMENT IN THE
CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO

MATCHLINE SEE SHEET 9

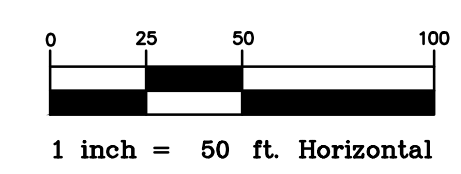
SHEET 10 OF 67



LEGEND

- ROW/PROPERTY LINE
- CENTERLINE
- PROPERTY BOUNDARY
- EASEMENT
- PROP. WATER MAIN
- PROP. WATER SERVICE
- PROP. SANITARY SERVICE
- PROP. WATER VALVE
- PROP. FIRE HYDRANT
- PROP. SANITARY SEWER MAIN
- PROP. STORM DRAIN
- PROP. STORM DRAIN INLET
- SANITARY SEWER MANHOLE NUMBER
- STORM DRAINAGE MANHOLE NUMBER
- EX. GAS MAIN
- EX. WATER MAIN
- EX. WATER VALVE
- EX. FIRE HYDRANT
- EX. SANITARY SEWERS
- EX. STORM DRAIN
- EX. STORM DRAIN INLET
- EX. POWER POLE
- EX. UNDERGROUND ELECTRIC
- EX. UNDERGROUND TELEPHONE
- EX. FENCE
- HOUSE
- PORCH
- GARAGE

NOTE:
HOA WILL MAINTAIN PRIVATE WATER SERVICES
IN OUTLOTS A, B, D, G, H, I, J, O, Q, AND R.



TITLE: UTILITY PLAN
DATE: APRIL 6, 2016
SHEET: 10 OF 67

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Construction Management Civil Engineering Surveying

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PRELIMINARY/OFFICIAL DEVELOPMENT PLAN

CONNECTIONS SUBDIVISION, SHERIDAN PARK NORTH FILING NO. 1, REPLAT

PLANNED UNIT DEVELOPMENT IN THE CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO SHEET 11 OF 67

CITY OF WESTMINSTER GENERAL NOTES:

- ALL LANDSCAPING SHALL BE IN CONFORMANCE WITH LANDSCAPE REGULATIONS, 2004 EDITION AND ORDINANCE NO. 3133, SERIES OF 2004.
- THE TOTAL WATER BUDGET SHALL NOT EXCEED 15 GALLONS/SQUARE FEET/IRRIGATION SEASON (YEAR), UNLESS APPROVED OTHERWISE BY THE CITY.
- LANDSCAPING SHALL BE PLANTED AND MAINTAINED IN A LIVING CONDITION BY THE OWNER. ALL LANDSCAPE IMPROVEMENTS/MATERIALS MUST HAVE A 100% ONGOING SURVIVAL RATE. ANY DEAD OR DAMAGED PLANT MATERIAL, (AS DETERMINED BY THE CITY), SHALL BE REPLACED WITHIN 6 MONTHS OF NOTIFICATION BY THE CITY. ALL LANDSCAPE IMPROVEMENTS/MATERIALS MUST BE MAINTAINED AS REQUIRED BY THE LANDSCAPE REGULATIONS AND THIS OFFICIAL DEVELOPMENT PLAN.
- SOIL PREPARATION FOR ALL NON-HARDSCAPE AREAS SHALL INCLUDE TOPSOIL AND/OR ORGANIC MATTER (COMPOST OR AGED GROUND MANURE) AND SHALL BE ADDED AT A RATE OF FIVE CUBIC YARDS PER ONE THOUSAND SQUARE FEET AND TILLED 8" DEPTH INTO THE SOIL. AN INSPECTION AND AFFIDAVIT REGARDING SOIL PREPARATION WILL BE REQUIRED.
- ALL SINGLE FAMILY LOTS ARE REQUIRED TO HAVE SOIL AMENDMENT INSTALLED BY THE DEVELOPER IN ALL YARD AREAS NOT COVERED BY HARDSCAPE.
- AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM IS REQUIRED FOR ALL LANDSCAPE AREAS. AN IRRIGATION AUDIT WILL BE REQUIRED FOR ALL IRRIGATION SYSTEMS, EXCEPTING THOSE INSTALLED BY THE SINGLE FAMILY DETACHED HOMEOWNER.
- IRRIGATION SYSTEMS SHALL BE MAINTAINED AND PERIODICALLY ADJUSTED TO ASSURE WATERING EFFICIENCY AND CONSERVATION METHODS. IRRIGATION SHOULD NOT OCCUR BETWEEN THE HOURS OF 10 A.M. AND 6 P.M. IN ORDER TO REDUCE EVAPORATION. EXCESSIVE WATER RUN OFF, AS DETERMINED BY THE CITY, IS NOT PERMITTED.
- NO TREE OR SHRUB WILL BE PLANTED WITHIN 5' OF A FIRE HYDRANT.
- ALL SHRUB BED AREAS SHALL BE SEPARATED FROM SOD AREAS BY EDGING MATERIAL. MULCH SHALL BE PLACED OVER A SUITABLE WEED BARRIER FABRIC.
- FINAL LANDSCAPING AND IRRIGATION DRAWINGS AND PRIVATE IMPROVEMENTS AGREEMENT SHALL BE SUBMITTED TO THE CITY OF WESTMINSTER FOR REVIEW AND APPROVAL PRIOR TO APPROVAL OF FINAL PLAT.
- DEVELOPER SHALL ENSURE THAT THE LANDSCAPE PLAN IS COORDINATED WITH THE PLANS PREPARED BY OTHER CONSULTANTS SO THAT THE PROPOSED GRADING, STORM DRAINAGE, OR OTHER CONSTRUCTION DOES NOT CONFLICT WITH NOR PRECLUDE INSTALLATION AND MAINTENANCE OF LANDSCAPE ELEMENTS AS DESIGNATED ON THIS PLAN.

GENERAL PROJECT NOTES

- DRAWINGS ARE INTENDED TO BE PRINTED ON 24" X 36" PAPER. PRINTING THESE DRAWINGS AT A DIFFERENT SIZE WILL IMPACT THE SCALE. VERIFY THE GRAPHIC SCALE BEFORE REFERENCING ANY MEASUREMENTS ON THESE SHEETS.
- THE RECIPIENT OF THESE DRAWINGS SHALL BE RESPONSIBLE FOR ANY ERRORS RESULTING FROM INCORRECT PRINTING, COPYING, OR ANY OTHER CHANGES THAT ALTER THE SCALE OF THE DRAWINGS.
- VERIFY ALL PLAN DIMENSIONS PRIOR TO START OF CONSTRUCTION. NOTIFY THE OWNER'S REPRESENTATIVE TO ADDRESS ANY QUESTIONS OR CLARIFY ANY DISCREPANCIES.
- WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.
- SUBMIT A CHANGE ORDER FOR APPROVAL FOR ANY CHANGES TO WORK SCOPE RESULTING FROM FIELD CONDITIONS OR DIRECTED BY OWNER'S REPRESENTATIVE WHICH REQUIRE ADDITIONAL COST TO THE OWNER PRIOR TO PERFORMANCE OF WORK.
- THE CONTRACTOR SHALL PROVIDE A STAKED LAYOUT OF ALL SITE IMPROVEMENTS FOR INSPECTION BY THE OWNER'S REPRESENTATIVE AND MAKE MODIFICATIONS AS REQUIRED. ALL LAYOUT INFORMATION IS AVAILABLE IN DIGITAL FORMAT FOR USE BY THE CONTRACTOR.
- IF A GEOTECHNICAL SOILS REPORT IS NOT AVAILABLE AT THE TIME OF CONSTRUCTION, PCS GROUP RECOMMENDS A REPORT BE AUTHORIZED BY THE OWNER AND THAT ALL RECOMMENDATIONS OF THE REPORT ARE FOLLOWED DURING CONSTRUCTION. THE CONTRACTOR SHALL USE THESE CONTRACT DOCUMENTS AS A BASIS FOR THE BID.
- CONTRACTOR SHALL CONFIRM THAT SITE CONDITIONS ARE SIMILAR TO THE PLANS, WITHIN TOLERANCES STATED IN THE CONTRACT DOCUMENTS, AND SATISFACTORY TO THE CONTRACTOR PRIOR TO START OF WORK. SHOULD SITE CONDITIONS BE DIFFERENT THAN REPRESENTED ON THE PLANS OR UNSATISFACTORY TO THE CONTRACTOR, THE CONTRACTOR SHALL CONTACT THE OWNER'S REPRESENTATIVE FOR CLARIFICATION AND FURTHER DIRECTION.
- CONTRACTOR IS RESPONSIBLE TO PAY FOR, AND OBTAIN, ANY REQUIRED APPLICATIONS, PERMITTING, LICENSES, INSPECTIONS AND METERS ASSOCIATED WITH WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO ANY VIOLATIONS OR NON-CONFORMANCE WITH THE PLANS, SPECIFICATIONS, CONTRACT DOCUMENTS, JURISDICTIONAL CODES, AND REGULATORY AGENCIES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF ALL UTILITY LOCATES PRIOR TO ANY EXCAVATION. REFER TO ENGINEERING UTILITY PLANS FOR ALL PROPOSED UTILITY LOCATIONS AND DETAILS. NOTIFY OWNER'S REPRESENTATIVE IF EXISTING OR PROPOSED UTILITIES INTERFERE WITH THE ABILITY TO PERFORM WORK.
- UNLESS IDENTIFIED ON THE PLANS FOR DEMOLITION OR REMOVAL, THE CONTRACTOR IS RESPONSIBLE FOR THE COST TO REPAIR UTILITIES, ADJACENT OR EXISTING LANDSCAPE, ADJACENT OR EXISTING PAVING, OR ANY PUBLIC AND PRIVATE PROPERTY THAT IS DAMAGED BY THE CONTRACTOR OR THEIR SUBCONTRACTOR'S OPERATIONS DURING INSTALLATION, ESTABLISHMENT OR DURING THE SPECIFIED MAINTENANCE PERIOD. ALL DAMAGES SHALL BE REPAIRED TO PRE-CONSTRUCTION CONDITIONS AS DETERMINED BY THE OWNER'S REPRESENTATIVE. CONTRACTOR SHALL BE RESPONSIBLE FOR LOGGING ANY DAMAGES PRIOR TO START OF CONSTRUCTION AND DURING THE CONTRACT PERIOD.
- ALL WORK SHALL BE CONFINED TO THE AREA WITHIN THE CONSTRUCTION LIMITS AS SHOWN ON THE PLANS. ANY AREAS OR IMPROVEMENTS DISTURBED OUTSIDE THESE LIMITS SHALL BE RETURNED TO THEIR ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE. IN THE EVENT THE CONTRACTOR REQUIRES A MODIFICATION TO THE CONSTRUCTION LIMITS, WRITTEN PERMISSION MUST BE OBTAINED FROM THE OWNER'S REPRESENTATIVE PRIOR TO ANY DISTURBANCE OUTSIDE OF THE LIMITS OF WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY OF THEIR TRENCHES OR EXCAVATIONS THAT SETTLE.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO PREPARE AND SUBMIT A TRAFFIC CONTROL PLAN TO THE APPROPRIATE JURISDICTIONAL AGENCIES AND THE OWNER'S REPRESENTATIVE IF THEIR WORK AND OPERATIONS AFFECT OR IMPACT THE PUBLIC RIGHTS-OF-WAY. OBTAIN APPROVAL PRIOR TO ANY WORK WHICH AFFECTS OR IMPACTS THE PUBLIC RIGHTS-OF-WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THIS REQUIREMENT DURING THE CONTRACT PERIOD.
- SIGHT TRIANGLES AND SIGHT LINES SHALL REMAIN UNOBSTRUCTED BY EQUIPMENT, CONSTRUCTION MATERIALS, PLANT MATERIAL OR ANY OTHER VISUAL OBSTACLE DURING THE CONTRACT PERIOD AND AT MATURITY OF PLANTS PER CITY OF LONE TREE PUBLIC WORKS REQUIREMENTS. NO PLANT MATERIAL OTHER THAN GROUND COVER IS ALLOWED TO BE PLANTED ADJACENT TO FIRE HYDRANTS AS STIPULATED BY JURISDICTIONAL REQUIREMENTS.
- COORDINATE SITE ACCESS, STAGING, STORAGE AND CLEAN OUT AREAS WITH OWNER'S REPRESENTATIVE.
- CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY SAFETY FENCING AND BARRIERS AROUND ALL IMPROVEMENTS SUCH AS WALLS, PLAY STRUCTURES, EXCAVATIONS, ETC. ASSOCIATED WITH THEIR WORK UNTIL SUCH FACILITIES ARE COMPLETELY INSTALLED PER THE PLANS, SPECIFICATIONS AND MANUFACTURER'S RECOMMENDATIONS.

- CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF THEIR MATERIAL STOCK PILES AND WORK FROM VANDALISM, EROSION OR UNINTENDED DISTURBANCE DURING THE CONSTRUCTION PERIOD AND UNTIL FINAL ACCEPTANCE IS ISSUED.
- THE CONTRACTOR SHALL KNOW, UNDERSTAND AND ABIDE BY THE GRADING, EROSION AND SEDIMENT CONTROL PLAN (GESC) ASSOCIATED WITH THE SITE. IF A STORM WATER POLLUTION PREVENTION PLAN IS NOT PROVIDED BY THE OWNER'S REPRESENTATIVE, REQUEST A COPY BEFORE PERFORMANCE OF ANY SITE WORK.
- MAINTAIN ANY STORM WATER MANAGEMENT FACILITIES THAT EXIST ON SITE FOR FULL FUNCTIONALITY. THE CONTRACTOR SHALL INSTALL AND MAINTAIN ANY NEW STORM WATER MANAGEMENT FACILITIES THAT ARE IDENTIFIED IN THE SCOPE OF WORK TO FULL FUNCTIONALITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER FOR FAILURE TO MAINTAIN STORM WATER MANAGEMENT FACILITIES DURING THE CONTRACT PERIOD.
- THE CONTRACTOR SHALL PREVENT SEDIMENT, DEBRIS AND ALL OTHER POLLUTANTS FROM EXITING THE SITE OR ENTERING THE STORM SEWER SYSTEM DURING ALL DEMOLITION OR CONSTRUCTION OPERATIONS THAT ARE PART OF THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THESE REQUIREMENTS DURING THEIR CONTRACTED COURSE OF WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO PREVENT ANY IMPACTS TO ADJACENT WATERWAYS, WETLANDS, OR OTHER ENVIRONMENTALLY SENSITIVE AREAS RESULTING FROM WORK DONE AS PART OF THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THESE STANDARDS DURING THEIR CONTRACTED COURSE OF WORK.
- THE CONTRACTOR AND/OR THE CONTRACTOR'S AUTHORIZED AGENTS SHALL INSURE THAT ALL LOADS OF CONSTRUCTION MATERIAL IMPORTED TO OR EXPORTED FROM THE PROJECT SITE SHALL BE PROPERLY COVERED TO PREVENT LOSS OF MATERIAL DURING TRANSPORT. TRANSPORTATION METHODS ON PUBLIC RIGHT-OF WAYS SHALL CONFORM TO JURISDICTIONAL REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THESE REQUIREMENTS.
- THE CLEANING OF EQUIPMENT IS PROHIBITED AT THE JOB SITE UNLESS AUTHORIZED BY THE OWNER'S REPRESENTATIVE IN A DESIGNATED AREA. THE DISCHARGE OF WATER, WASTE CONCRETE, POLLUTANTS, OR OTHER MATERIALS SHALL ONLY OCCUR IN AREAS DESIGNED FOR SUCH USE AND APPROVED BY THE OWNER'S REPRESENTATIVE.
- THE CLEANING OF CONCRETE EQUIPMENT IS PROHIBITED AT THE JOB SITE EXCEPT IN DESIGNATED CONCRETE WASHOUT AREAS. THE DISCHARGE OF WATER CONTAINING WASTE CONCRETE IN THE STORM SEWER IS PROHIBITED.
- OPEN SPACE SWALES: IF SWALES ARE EXISTING ON SITE AND ARE NOT INTENDED TO BE MODIFIED AS PART OF THE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN THE CONVEYANCE OF WATER WITHIN THE SWALES DURING THE CONTRACT PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DIVERSION OR PUMPING OF WATER IF REQUIRED TO COMPLETE WORK. ANY SWALES DISTURBED BY THE CONTRACTOR SHALL BE REPAIRED/RESTORED TO THEIR ORIGINAL CONDITION. IF THE SWALE NEEDS TO BE DISTURBED OR MODIFIED FOR ANY REASON, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO DISTURBANCE.
- MAINTENANCE ACCESS BENCHES: IF MAINTENANCE BENCHES OR ACCESS ROADS EXIST ON SITE AND ARE NOT INTENDED TO BE MODIFIED AS PART OF THE PLANS, THE CONTRACTOR SHALL MINIMIZE DISTURBANCE TO THE BENCHES OR ACCESS ROADS DURING CONSTRUCTION. ANY BENCHES OR ACCESS ROADS DISTURBED BY THE CONTRACTOR SHALL BE REPAIRED/RESTORED TO THEIR ORIGINAL CONDITION. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING BENCHES AND ACCESS ROADS DURING THE CONSTRUCTION PERIOD. IF ACCESS NEEDS TO BE BLOCKED FOR ANY REASON, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO INTERRUPTION OF ACCESS.
- LOCAL, STATE AND FEDERAL JURISDICTIONAL REQUIREMENTS, RESTRICTIONS OR PROCEDURES SHALL SUPERSEDE THESE PLANS, NOTES AND SPECIFICATIONS WHEN MORE STRINGENT. NOTIFY THE OWNER'S REPRESENTATIVE IF CONFLICTS OCCUR.
- PERFORATED STEEL EDGER SHALL BE INSTALLED ALONG ALL REAR PROPERTY LINES AND AT LOW POINTS WHERE EDGER HAS THE POTENTIAL TO CAUSE DAMMING OF WATER. ALL STEEL EDGER SHALL BE 14 GAUGE X 4" STEEL ROLLED TOP STYLE.

SEED MAINTENANCE NOTES:

WEED MANAGEMENT

BEFORE SEEDING, REMOVE EXISTING WEEDS BY PULLING, TILLING UNDER, CUTTING WITH A STRING TRIMMER, AND/OR, APPLYING A GLYPHOSATE HERBICIDE IF NEEDED SUCH AS ROUNDUP®. OR BY A COMBINATION OF THESE METHODS. FOR ADDITIONAL WEED CONTROL AFTER SITE PREPARATION, THE AREA MAY BE IRRIGATED TO ENCOURAGE WEED GROWTH AND THEN SPRAYED WITH A HERBICIDE RATED AS SAFE FOR THE AREA. ONLY HERBICIDES RATED AS SAFE NEAR WATER SHALL BE USED NEAR WATER. IF PRACTICAL, PULL ALL WEEDS AS SOON AS THEY CAN BE IDENTIFIED. OTHER SUCCESSFUL TECHNIQUES ARE SPOT-SPRAYING WITH AN APPROPRIATE HERBICIDE OR SELECTIVELY CUTTING WEEDS WITH A STRING TRIMMER. BE SURE TO REMOVE WEEDS BEFORE THEY RESEED.

ONCE ESTABLISHED, NATIVE AREAS MAY BE MOWED TWICE A SEASON OR AS REQUIRED TO MINIMIZE WEED GROWTH.

SOIL AMENDMENT (5cy/1000sf)	S.F	REQUIRED (CY)
H.O.A LANDSCAPE (SOD, SEED & SHRUB BEDS)	170677	853
SINGLE FAMILY BACKYARD LANDSCAPE	34799	174
TOTAL SOIL AMENDMENT REQUIRED (CY):		1027

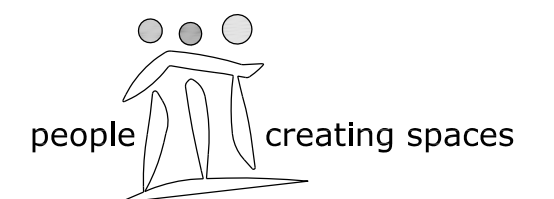
LAND USE SUMMARY:

SITE USE:	RESIDENTIAL	
TYPE OF LAND USE:	SINGLE FAMILY DETACHED	
LAND USE AREAS	S.F.	%
H.O.A. MAINTAINED LANDSCAPE OPEN AREA:	170677	44%
SUBTOTAL H.O.A MAINTAINED LANDSCAPE AREA	170677	44%
BUILDING COVERAGE (APPROX):	79293	20%
SINGLE FAMILY BACKYARD LANDSCAPE (APPROX):	34799	9%
PAVING AND DRIVES:	105572	27%
SUBTOTAL PRIVATE LANDSCAPE AND NON-LANDSCAPED AREA	219664	56%
SITE TOTALS:	390341	100%

LANDSCAPE CALCULATIONS:

TREE LAWN STREET TREES (local streets)	# of LF	REQUIRED	PROVIDED
(In the tree lawn at detached sidewalks)	1046	13	13
TREES REQUIRED FOR MITIGATION	DBH INCHES	# OF TREES REQUIRED	# OF TREES PROVIDED
TREES	0	0	0
DETENTION PONDS	# of SF	REQUIRED	PROVIDED
TREES	11384	0	0
SHRUBS	11384	0	0
ADDITIONAL H.O.A. MAINTAINED LANDSCAPE	# of SF	REQUIRED	PROVIDED
1 TREE/500 S.F. (LESS DETENTION AREA)	159293	319	319
3 SHRUBS/500 S.F	170677	1024	1775
ORNAMENTAL GRASSES		-	776
TOTAL TREES		332	332
TOTAL SHRUBS (2 x ORN. GRASSES = 1 x SHRUB)		1024	2163
EXISTING TREES (0 TOTAL)	REMOVED	PRESERVED	TREES REQUIRED FOR MITIGATION
	19	1	0

PLANNING & LANDSCAPE ARCHITECTURE



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TITLE: LANDSCAPE CALCULATIONS
DATE: APRIL 06, 2016
SHEET: 11 OF 67

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PRELIMINARY/OFFICIAL DEVELOPMENT PLAN










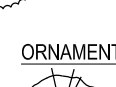









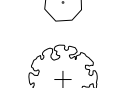


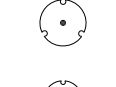
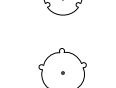


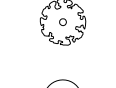
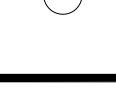

CONNECTIONS SUBDIVISION, SHERIDAN PARK NORTH FILING NO. 1, REPLAT

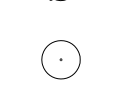


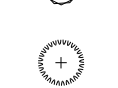

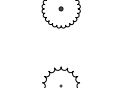
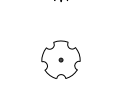

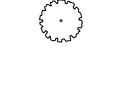






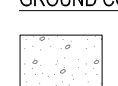
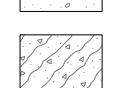
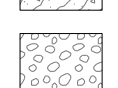
PLANNED UNIT DEVELOPMENT

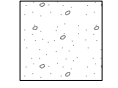
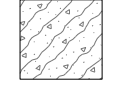
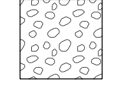


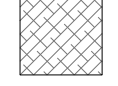
IN THE CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 12 OF 67

PLANT SCHEDULE

DECIDUOUS TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL / SIZE	HT X SPD	IRR. ZONE
	HB	32	CELTIS OCCIDENTALIS	COMMON HACKBERRY	B & B	3" CAL	50' X 30'	LOW
	GIH	12	GLEDITSIA TRIACANTHOS 'IMPERIAL'	IMPERIAL HONEYLOCUST	B & B	3" CAL	35' X 25'	LOW-MOD-HIGH
	GLE	14	GLEDITSIA 'SHADEMASTER' TM	SHADEMASTER LOCUST	B & B	2" CAL	50' X 40'	LOW-MOD-HIG
	GK	7	GYMNOCLADUS DIOICA	KENTUCKY COFFEE TREE	B & B	2" CAL	50' X 40'	LOW-MOD
	QF	22	QUERCUS ROBUR 'FASTIGIATA'	PYRAMIDAL ENGLISH OAK	B & B	2" CAL	40' X 15'	MODERATE
	TC	22	TILIA CORDATA	LITTLELEAF LINDEN	B & B	3" CAL	45' X 30'	MODERATE
	UC	10	ULMUS X 'FRONTIER'	AMERICAN ELM	B & B	2" CAL	60' X 50'	MODERATE
EVERGREEN TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL / SIZE	HT X SPD	IRR. ZONE
	CB2	35	PICEA PUNGENS 'BAKERII' TM	COLORADO 'BAKERII'	B & B	6'-8' HT	25' X 15'	LOW-MOD
	PB	25	PICEA PUNGENS GLAUCA	COLORADO BLUE SPRUCE	B & B	6' HT. MIN. 40' X 15'		MODERATE
	APB	19	PINUS NIGRA	AUSTRIAN BLACK PINE	B & B	6' HT. MIN. 50' X 25'		LOW
	VP	17	PINUS 'VANDERWOLF'S PYRAMID'	VANDERWOLF'S PYRAMID PINE	B & B	6' HT. MIN. 25' X 15'		LOW-MOD
ORNAMENTAL TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL / SIZE	HT X SPD	IRR. ZONE
	AMG	15	ACER GINNALA	AMUR MAPLE	B & B	6' CLUMP	20' X 15'	MODERATE
	AAB	28	AMELANCHIER 'AUTUMN BRILLIANCE'	DOWNY SERVICEBERRY	B & B	2" CAL	10' X 10'	MODERATE
	TCH	14	CRATAEGUS CRUS-GALLI INERMIS	THORNLESS COCKSPUR HAWTHORN	B & B	2" CAL	20' X 15'	MODERATE
	WKH	17	CRATAEGUS VIRIDIS 'WINTER KING'	'WINTER KING' HAWTHORN	B & B	2" CAL	25' X 20'	LOW
	CHP	30	PYRUS CALLERYANA 'CHANTICLEER'	CHANTICLEER PEAR	B & B	2" CAL	30' X 15'	MODERATE
	SR	13	SYRINGA RETICULATA	JAPANESE TREE LILAC	B & B	2" CAL	15' X 15'	MODERATE
ANNUALS/PERENNIALS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	HT X SPD	IRR. ZONE	LIGHT REQ.
	EP	89	ECHINACEA PURPUREA	PURPLE CONEFLOWER	1 GAL	3' X 2'		MODERATE
	RF	72	RUDBECKIA 'GOLDSTURM'	BLACK-EYED SUSAN	1 GAL	2' X 2'		LOW F/P SUN
DECIDUOUS SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	HT X SPD	IRR. ZONE	LIGHT REQ.
	BA	28	BERBERIS 'ATROPURPUREA'	RED LEAF JAPANESE BARBERRY	5 GAL	3' X 4'		MODERATE FULL SUN
	BMS	46	CARYOPTERIS 'DARK KNIGHT'	BLUE MIST SPIREA	5 GAL	4' X 5'		MODERATE FULL SUN
	EAC	67	EUONYMUS ALATUS 'COMPACTUS'	COMPACT BURNING BUSH	5 GAL	5' X 5'		LOW-MOD FULL SUN
	FF	16	FORSYTHIA X 'NORTHERN SUN'	NORTHERN SUN FORSYTHIA	5 GAL	10' X 10'		MODERATE FULL SUN
	RSA	158	PEROVSKIA ATRIPPLICIFOLIA	RUSSIAN SAGE	5 GAL	5' X 4'		LOW-MOD FULL SUN
	PL	90	PEROVSKIA X 'LITTLE SPIRE'	RUSSIAN SAGE	5 GAL	2' X 3'		LOW F/P SUN
	PDD	17	PHYSOCARPUS OPULIFOLIUS 'DIABLO'	DIABLO NINEBARK	5 GAL	8' X 6'		MOD-HIGH FULL SUN
	GFP	79	POTENTILLA 'GOLDFINGER'	GOLDFINGER POTENTILLA	5 GAL	3'-4'		LOW FULL SUN
	PC	42	PRUNUS X CISTENA	PURPLE LEAF SAND CHERRY	5 GAL	7' X 6'		LOW F/P SUN
	THB	34	RHAMNUS 'COLUMNARIS'	TALL HEDGE BUCKTHORN	5 GAL	8' X 3'		LOW FULL SUN
	RAA	49	RHUS AROMATICA 'AUTUMN AMBER'	AUTUMN AMBER SUMAC	5 GAL	2' X 6'		LOW FULL SUN
	RGL	114	RHUS AROMATICA 'GRO-LOW'	GRO-LOW FRAGRANT SUMAC	5 GAL	2' X 6'		LOW-MOD F/P SUN
	SW	24	SPIRAEA 'ANTHONY WATERER'	SPIREA	5 GAL	3' X 4'		LOW-MOD FULL SUN

EVERGREEN SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	HT X SPD	IRR. ZONE	LIGHT REQ.
	SN	19	SPIRAEA NIPPONICA 'SNOWMOUND'	SNOWMOUND SPIREA	5 GAL	3' X 4'		LOW FULL SUN
	VB	16	VIBURNUM DENTATUM 'CHRISTORS'	BLUE MUFFIN ARROWWOOD	5 GAL	5' X 5'		MODERATE F/P SUN
	EC	77	EUONYMUS FORTUNEI 'COLORATA'	PURPLE-LEAF WINTER CREEPER	1 GAL	2' X 4'		LOW F/P SUN
	EK	15	EUONYMUS K. 'MANHATTAN'	MANHATTAN EUONYMUS	5 GAL	5' X 5'		MODERATE F/P SHADE
	SGJ	30	JUNIPERUS 'SEA GREEN'	SEA GREEN JUNIPER	5 GAL	4' X 6'		LOW F/P SUN
	JB	304	JUNIPERUS 'BLUE CHIP'	BLUE CHIP JUNIPER	5 GAL	1' X 6'		LOW ANY
	BRJ	18	JUNIPERUS 'BLUE RUG'	BLUE RUG JUNIPER	5 GAL	6" X 5'		LOW F/P SUN
	HJ	388	JUNIPERUS 'HUGHES'	HUGHES JUNIPER	5 GAL	1.5' X 5'		LOW FULL SUN
	JG	5	JUNIPERUS S. 'GRAY GLEAM'	GRAY GLEAM JUNIPER	15 GAL	12' X 3'		LOW F/P SUN
	JW	24	JUNIPERUS S.M 'WICHITA BLUE'	WICHITA BLUE JUNIPER	15 GAL	15' X 6'		LOW FULL SUN
	SCJ	100	JUNIPERUS SABINA 'SCANDIA'	SCANDIA JUNIPER	5 GAL	2' X 6'		LOW FULL SUN
GRASSES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	HT X SPD	IRR. ZONE	LIGHT REQ.
	FRG	202	CALAMAGROSTIS 'KARL FOERSTER'	FEATHER REED GRASS	1 GAL	5' X 30"		LOW-MOD F/P SUN
	HSG	11	HELICOTRICHON SEMPERVIRENS	BLUE OAT GRASS	1 GAL	2.5' X 2'		LOW F/P SUN
	MM	95	MISCANTHUS S. 'MORNING LIGHT'	MORNING LIGHT SILVER GRASS	1 GAL	4' X 3'		MODERATE F/P SUN
	PMG	50	MISCANTHUS S. 'PURPURASCENS'	AUTUMN RED FLAME GRASS	1 GAL	5' X 3'		MODERATE FULL SUN
	VSG	18	MISCANTHUS S. 'VARIEGATUS'	VARIEGATED SILVER GRASS	1 GAL	5' X 3'		MODERATE F/P SUN
	DMG	233	MISCANTHUS S. 'YAKU JIMA'	DWARF MAIDEN GRASS	1 GAL	3' X 3'		MODERATE F/P SUN
	NT	167	NASSELLA TENUISSIMA	MEXICAN FEATHER GRASS	1 GAL	2' X 2'		LOW FULL SUN

GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONT
	1,200 SF	BOCCE SURFACING	BOCCE SURFACING	BOCCE SURFACING
	1,075 SF	CRUSHER FINES	CRUSHER FINES	MULCH
	51,535 SF	MULCH, ROCK	3/4"-1 1/2" DIA. GRAY GRANITE OR EQUAL	
	8,993 SF	SEED	UDFCD MOIST TO WET SEED MIX	SEED
	59,821 SF	SOD	SOD, 'THERMAL BLUE' BLEND	SOD
	46,214 SF	WOOD MULCH	WOOD MULCH	MULCH

UDFCD SEED MIX for Moist to Wet Soils	% Mix	Lb/ac (PLS)
Inland Saltgrass (Distichlis stricta)	15	3.4
Creeping Spikerush (Eleocharis palustris)	15	3
Baltic Rush (Juncus balticus)	15	0.2
Switchgrass (Panicum virgatum)	12	3.8
Western wheatgrass (Pascopyrum smithii)	8	8.8
Green needlegrass (Nasella viridula)	10	6.6
Prairie cordgrass (Spartina pectinata)	10	6.2
Wolly sedge (Carex lanuginosa)	5	2
Nebraska sedge (Carex nebrascensis)	5	1.2
Wild Bergamot (Monarda fistulosa)	1	0.2
Yarrow (Achillea millefolium)	1	0.04
Blue vervain (Verbena hastata)	2	0.2
Nuttalls Sunflower (Helianthus nuttallii)	1	0.4
TOTAL PLS POUNDS/ACRE		36.04

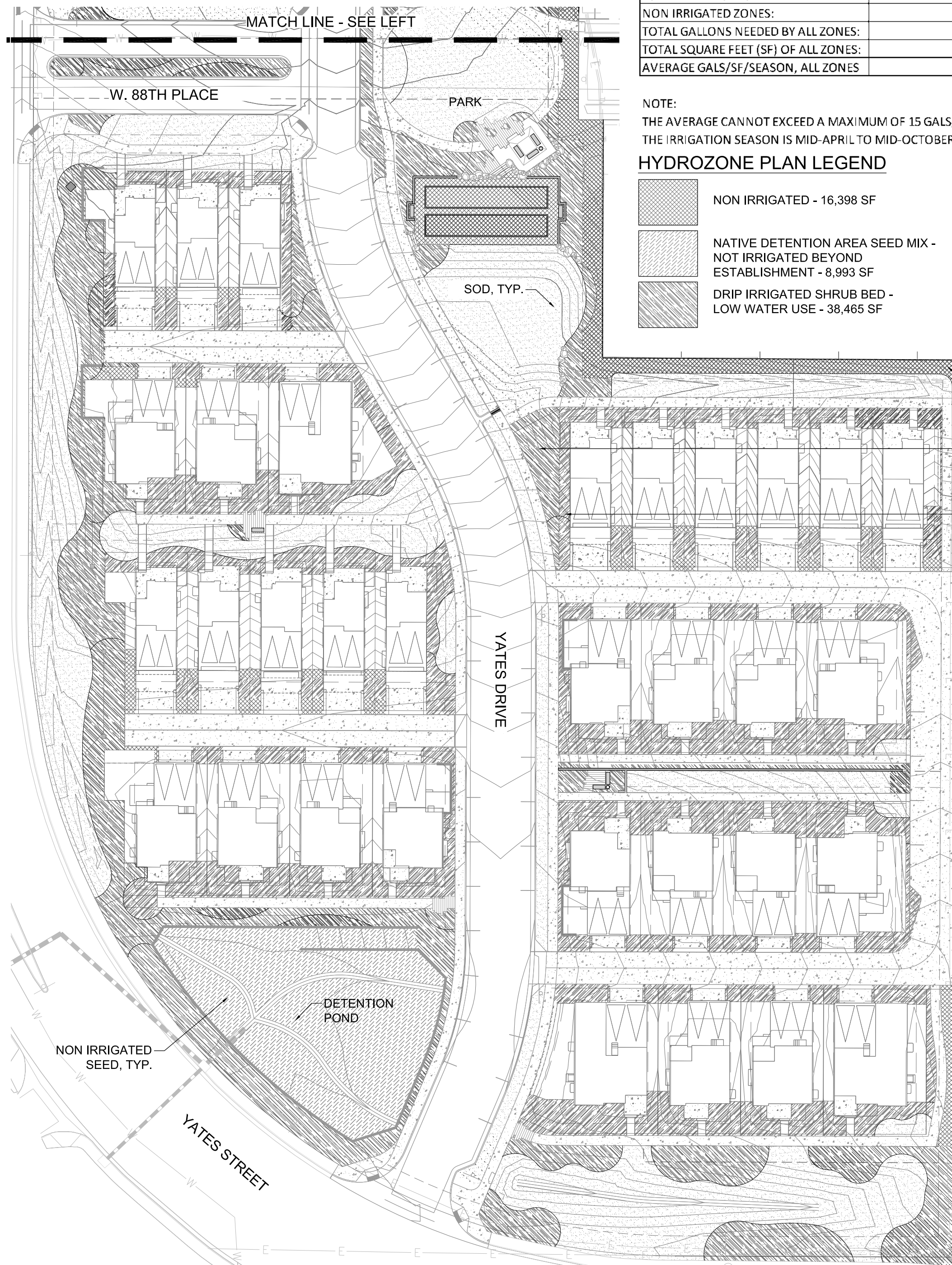
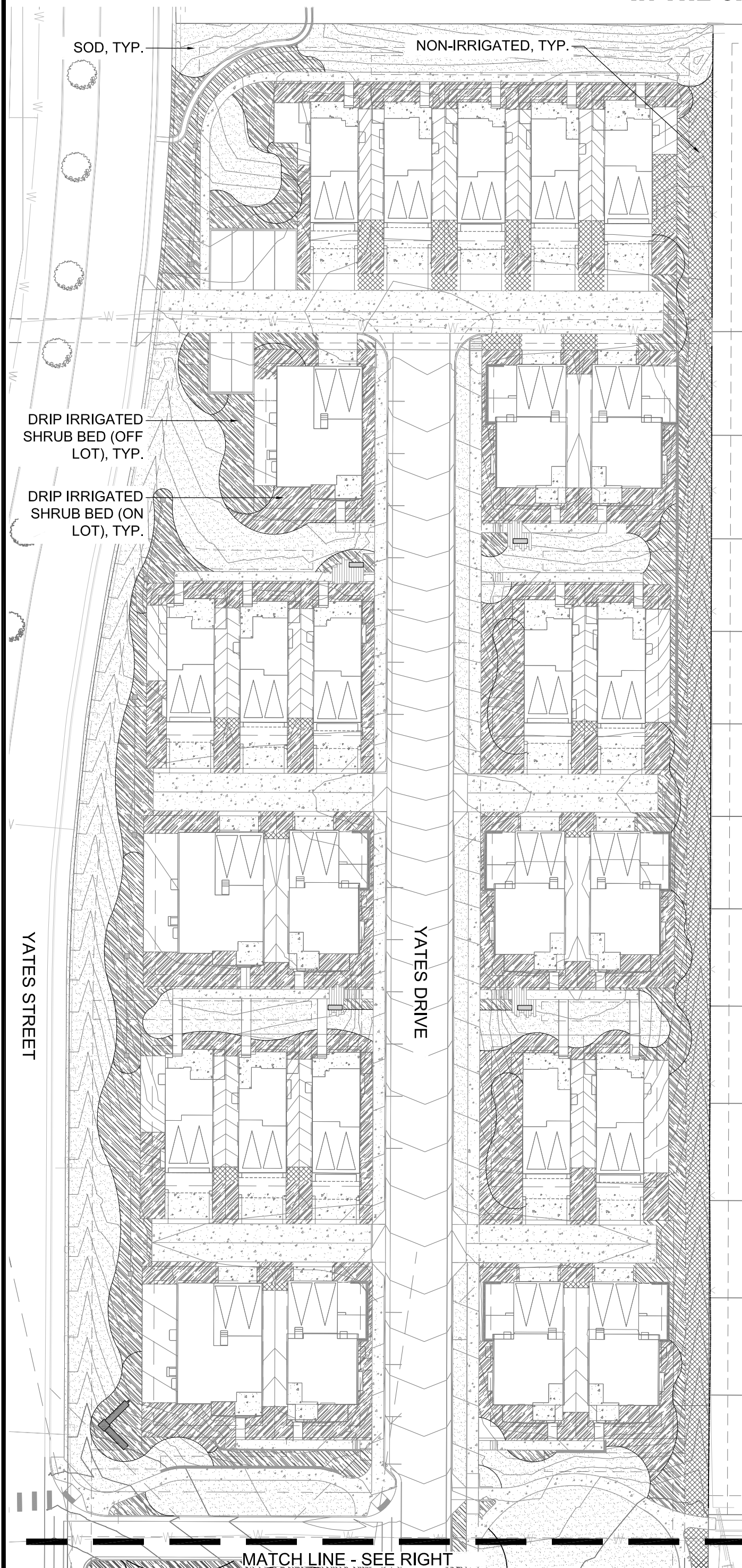
NOTES:

- PER CITY OF WESTMINSTER REQUIREMENTS, 20% OF REQUIRED TREES HAVE BEEN UPSIZED TO 3" CALIPER (DECIDUOUS) OR 8' HT. (EVERGREEN). SEE PLANTING SCHEDULE.
- PLANT QUANTITIES, SPECIES, AND LOCATIONS ARE SUBJECT TO CHANGE. REQUIRED MINIMUMS WILL BE MET OR EXCEEDED. ANY PLANT SUBSTITUTIONS MUST BE APPROVED BY CITY OF WESTMINSTER PLANNING STAFF.

TITLE: LANDSCAPE SCHEDULE
 DATE: APRIL 06, 2016
 SHEET: 12 OF 67

PRELIMINARY/OFFICIAL DEVELOPMENT PLAN CONNECTIONS SUBDIVISION, SHERIDAN PARK NORTH FILING NO. 1, REPLAT

**PLANNED UNIT DEVELOPMENT
IN THE CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 13 OF 67**

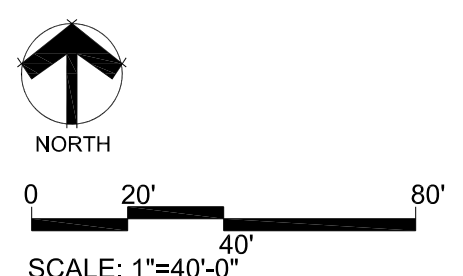


WATER BUDGET WITH HYDROZONE MAP	
HIGH WATER ZONES:	60,212 SF X (18 GALS/SF) = 1,083,816 GALS/SEASON
LOW WATER ZONES:	82,429 SF X (3 GALS/SF) = 247,287 GALS/SEASON
NON IRRIGATED ZONES:	25,391 SF X (0 GALS/SF) = 0 GALS/SEASON
TOTAL GALLONS NEEDED BY ALL ZONES:	1,331,103 GALS/SEASON
TOTAL SQUARE FEET (SF) OF ALL ZONES:	168,032 SF
AVERAGE GALS/SF/SEASON, ALL ZONES	7.92 GAL/SF/SEASON

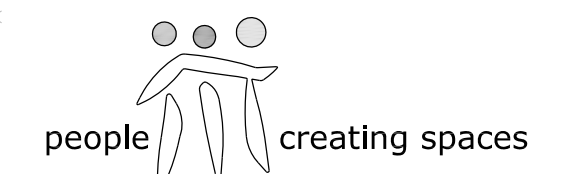
NOTE:
THE AVERAGE CANNOT EXCEED A MAXIMUM OF 15 GALS/SF/SEASON
THE IRRIGATION SEASON IS MID-APRIL TO MID-OCTOBER (6 MONTHS/26 WEEKS)

HYDROZONE PLAN LEGEND

- NON IRRIGATED - 16,398 SF
- NATIVE DETENTION AREA SEED MIX - NOT IRRIGATED BEYOND ESTABLISHMENT - 8,993 SF
- DRIP IRRIGATED SHRUB BED - LOW WATER USE - 38,465 SF
- SOD - HIGH WATER USE - 60,212 SF
- DRIP IRRIGATED SHRUB BED - LOW WATER USE (ON PRIVATE LOT) - 43,964 SF



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TITLE: HYDROZONE PLAN
DATE: APRIL 06, 2016
SHEET: 13 OF 67

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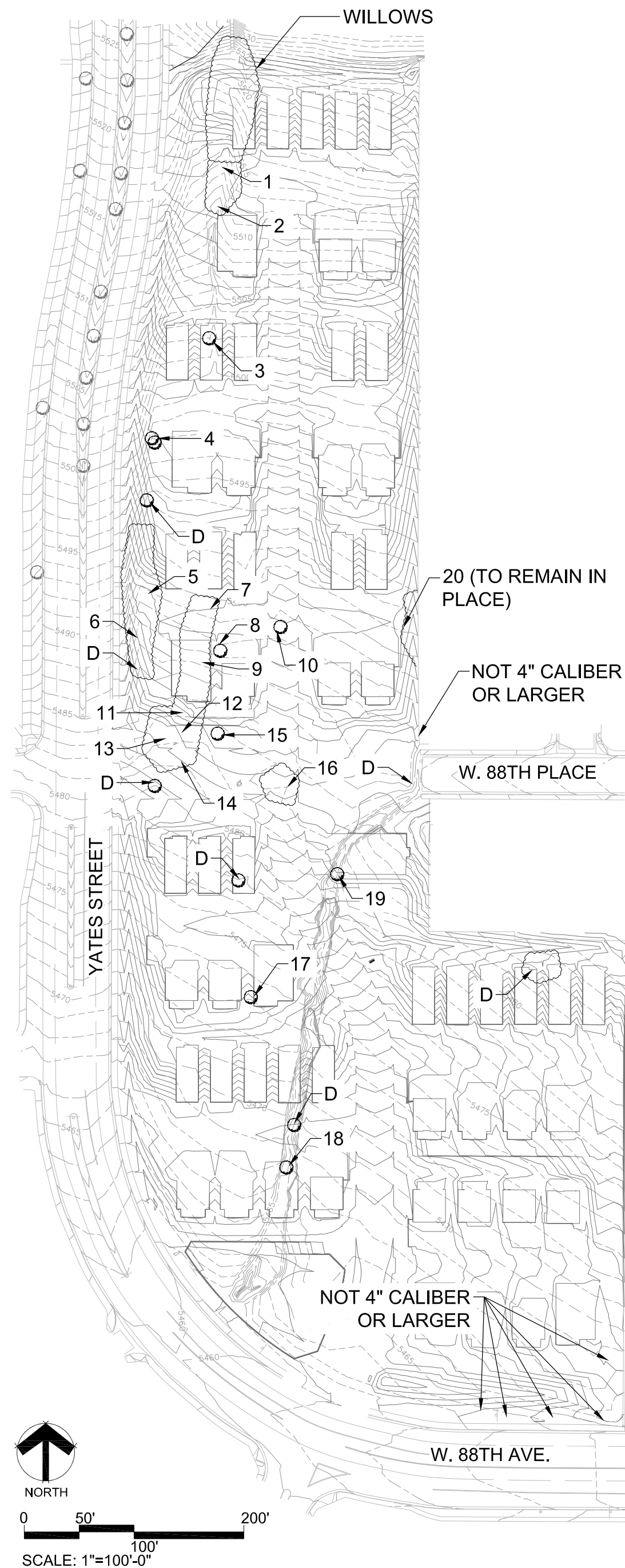
PRELIMINARY/OFFICIAL DEVELOPMENT PLAN

CONNECTIONS SUBDIVISION, SHERIDAN PARK NORTH FILING NO. 1, REPLAT

PLANNED UNIT DEVELOPMENT

IN THE CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 14 OF 67



TREE #	SPECIES	DBH	HGT	SPEC %	LOC. %	COND. %	COMMENTS
1	SE	0.0	0	0.6	0.3	0	Dead
2A	CW	16.0	40	0.65	0.3	0.6	Fair condition. All in botton of gully/drainage.
B	CW	12.0		0.65	0.3	0.6	Fair condition. All in botton of gully/drainage.
C	CW	10.0		0.65	0.3	0.4	Fair condition. All in botton of gully/drainage.
D	CW	15.0		0.65	0.3	0.6	Fair condition. All in botton of gully/drainage.
E	CW	15.0		0.65	0.3	0.6	Fair condition. All in botton of gully/drainage.
F	CW	16.0		0.65	0.3	0.6	Fair condition. All in botton of gully/drainage.
G	CW	10.0		0.65	0.3	0.4	Fair condition. All in botton of gully/drainage.
H	CW	12.0		0.65	0.3	0.4	Fair condition. All in botton of gully/drainage.
I	CW	8.0		0.65	0.3	0.3	Fair condition. All in botton of gully/drainage.
J	CW	8.0		0.65	0.3	0.3	Fair condition. All in botton of gully/drainage.
3	SE	9.0	28	0.6	0.3	0.1	Poor condition, severe dieback, co-dominants
4A	SE	9	35	0.6	0.3	0.1	Poor condition, severe dieback, co-dominants
B	SE	6		0.6	0.3	0.1	Poor condition, severe dieback, co-dominants
C	SE	7		0.6	0.3	0.1	Poor condition, severe dieback, co-dominants
D	SE	6		0.6	0.3	0.1	Poor condition, severe dieback, co-dominants
E	SE	10		0.6	0.3	0.1	Poor condition, severe dieback, co-dominants
F	SE	6		0.6	0.3	0.1	Poor condition, severe dieback, co-dominants
G	SE	6		0.6	0.3	0.1	Poor condition, severe dieback, co-dominants
5A	SE	10	35	0.6	0.3	0.1	Poor condition, severe dieback, co-dominants
B	SE	8		0.6	0.3	0.1	Poor condition, severe dieback, co-dominants
C	SE	6		0.6	0.3	0.1	Poor condition, severe dieback, co-dominants
D	SE	7		0.6	0.3	0.1	Poor condition, severe dieback, co-dominants
E	SE	5		0.6	0.3	0.1	Poor condition, severe dieback, co-dominants
6A	SE	5	40	0.6	0.3	0.1	Poor condition, severe dieback, co-dominants
B	SE	6		0.6	0.3	0.1	Poor condition, severe dieback, co-dominants
C	SE	4		0.6	0.3	0.1	Poor condition, severe dieback, co-dominants
D	SE	13		0.6	0.3	0.1	Poor condition, severe dieback, co-dominants
E	SE	10		0.6	0.3	0.1	Poor condition, severe dieback, co-dominants
F	SE	9		0.6	0.3	0.1	Poor condition, severe dieback, co-dominants
7A	SE	16	40	0.6	0.3	0.1	Poor condition, severe dieback, co-dominants
B	SE	17		0.6	0.3	0.1	Poor condition, severe dieback, co-dominants
8A	SE	16	40	0.6	0.3	0.1	Poor condition, severe dieback, co-dominants
B	SE	14		0.6	0.3	0.1	Poor condition, severe dieback, co-dominants
9A	SE	8	35	0.6	0.3	0.1	Poor condition, severe dieback, co-dominants
B	SE	9		0.6	0.3	0.1	Poor condition, severe dieback, co-dominants
C	SE	10		0.6	0.3	0.1	Poor condition, severe dieback, co-dominants
10A	RO	6	18	0.6	0.3	0	Weed species
B	RO	7		0.6	0.3	0	Weed species
11A	SE	4	16	0.6	0.3	0.1	Poor condition, severe dieback, co-dominants
B	SE	6		0.6	0.3	0.1	Poor condition, severe dieback, co-dominants
12A	CW	6	30	0.65	0.3	0.3	Fair condition. All in botton of gully/drainage.
B	CW	16	50	0.65	0.3	0.6	Fair condition. All in botton of gully/drainage.
C	CW	18	50	0.65	0.3	0.6	Fair condition. All in botton of gully/drainage.
D	CW	15	50	0.65	0.3	0.6	Fair condition. All in botton of gully/drainage.
13A	CW	10	30	0.65	0.3	0.4	Fair condition. All in botton of gully/drainage.
B	CW	16	50	0.65	0.3	0.6	Fair condition. All in botton of gully/drainage.
C	CW	10	30	0.65	0.3	0.4	Fair condition. All in botton of gully/drainage.
D	CW	8	25	0.65	0.3	0.3	Fair condition. All in botton of gully/drainage.
E	CW	14	40	0.65	0.3	0.6	Fair condition. All in botton of gully/drainage.
14A	CW	8	25	0.65	0.3	0.3	Fair condition. All in botton of gully/drainage.
B	CW	12	40	0.65	0.3	0.6	Fair condition. All in botton of gully/drainage.
C	CW	13	40	0.65	0.3	0.6	Fair condition. All in botton of gully/drainage.
D	CW	10	30	0.65	0.3	0.4	Fair condition. All in botton of gully/drainage.
15A	SE	4	20	0.6	0.3	0.1	Poor condition, severe dieback, co-dominants
B	SE	3	20	0.6	0.3	0.1	Poor condition, severe dieback, co-dominants
C	SE	3	20	0.6	0.3	0.1	Poor condition, severe dieback, co-dominants
D	SE	4	20	0.6	0.3	0.1	Poor condition, severe dieback, co-dominants
E	SE	4	20	0.6	0.3	0.1	Poor condition, severe dieback, co-dominants
F	SE	4	20	0.6	0.3	0.1	Poor condition, severe dieback, co-dominants
16A	SE	7.0	28	0.6	0.3	0.1	Poor condition, severe dieback, co-dominants
B	SE	8.0	28	0.6	0.3	0.1	Poor condition, severe dieback, co-dominants
17A	SE	4.0	25	0.6	0.3	0.1	Poor condition, severe dieback, co-dominants
B	SE	4.0	25	0.6	0.3	0.1	Poor condition, severe dieback, co-dominants
C	SE	6.0	35	0.6	0.3	0.1	Poor condition, severe dieback, co-dominants
18A	CW	7.0	30	0.65	0.3	0.6	Fair condition, in gully
B	CW	6.0	30	0.65	0.3	0.6	Fair condition, in gully
C	CW	4.0	20	0.65	0.3	0.6	Fair condition, in gully
19A	CW	7.0	30	0.65	0.3	0.3	Storm breakage, do-dominants
B	CW	13.0	40	0.65	0.3	0.3	Storm breakage, do-dominants
C	CW	9.0	30	0.65	0.3	0.3	Storm breakage, do-dominants
20A	CW	4.0	20	0.65	0.3	0.3	At fenceline- suckers from parent tree
B	CW	4	20	0.65	0.3	0.3	At fenceline- suckers from parent tree
C	CW	6	25	0.65	0.3	0.3	At fenceline- suckers from parent tree
D	CW	3	15	0.65	0.3	0.3	At fenceline- suckers from parent tree
E	CW	26	55	0.65	0.3	0.6	Parent tree, good condition, along fenceline
F	CW	9	35	0.65	0.3	0.3	At fenceline- suckers from parent tree
G	CW	6	25	0.65	0.3	0.3	At fenceline- suckers from parent tree
H	CW	5	25	0.65	0.3	0.3	At fenceline- suckers from parent tree
I	CW	6	25	0.65	0.3	0.3	At fenceline- suckers from parent tree
J	CW	7	25	0.65	0.3	0.3	At fenceline- suckers from parent tree

NOTES:
 1. Tree Species
 CW = Cottonwood
 RO = Russian Olive
 SE = Siberian Elm
 D = Dead

2. Tree mitigation inches and appraisal values per formulae from the "Guide for Plant Appraisal, 9th Edition, ISA.
 3. Species factors per "Species Ratings and Appraisal Factors Guide", ISA Rocky Mountain Chapter.
 4. Location factor based on disturbed site. None were planted or cared for as ornamental trees.
 5. Condition factors were generally low due to unmaintained conditions, significant presence of decay, irregular watering patterns over 100 years, and climatic impacts to trees.

NOTES:
 ACCORDING TO THE CITY OF WESTMINSTER LANDSCAPE REGULATIONS, THE USE OF SIBERIAN ELM AND RUSSIAN OLIVE IS PROHIBITED DUE TO EXCESSIVE INSECT INFESTATION OR INVASIVE GROWTH HABITS. THE USE OF COTTONWOODS ARE ALSO PROHIBITED ON THIS SITE.

ALL OF THE EXISTING TREES ON SITE ARE SIBERIAN ELM, RUSSIAN OLIVE OR COTTONWOOD. GIVEN THAT THE EXISTING SPECIES ARE INVASIVE AND/OR NOXIOUS WEEDS, NO MITIGATION INCHES ARE BEING PROVIDED FOR THE REMOVAL OF EXISTING TREES.

IF FINAL GRADING EFFORTS ALLOW, THE ONLY EXISTING TREE TO REMAIN ON SITE IS TREE #20 WHICH IS A COTTONWOOD IN GOOD CONDITION AT THE EASTERN FENCE LINE.

PLANNING & LANDSCAPE ARCHITECTURE



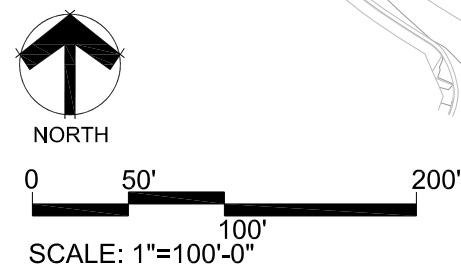
people creating spaces

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TITLE: EXISTING TREES
 DATE: APRIL 06, 2016
 SHEET: 14 OF 67



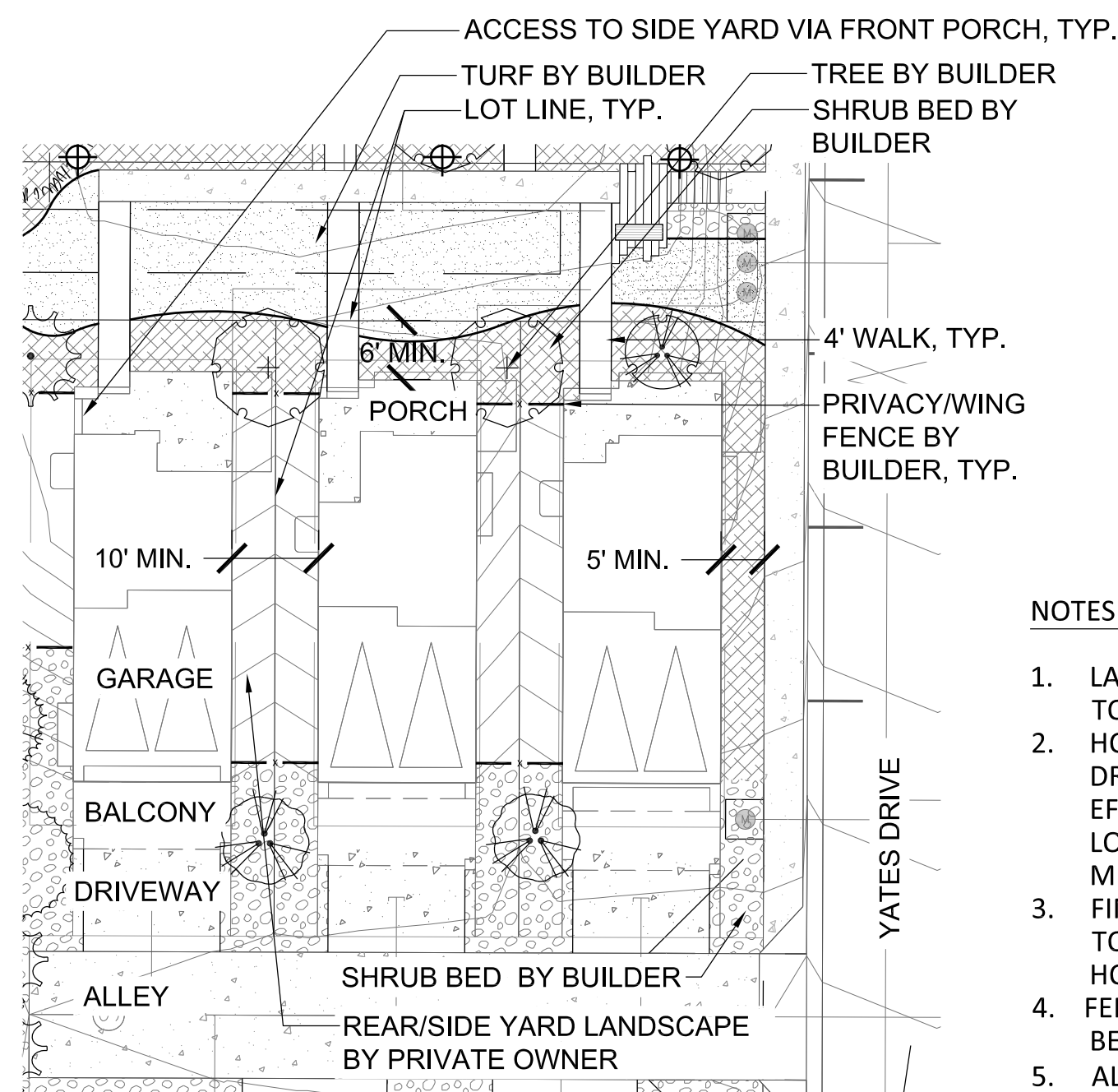
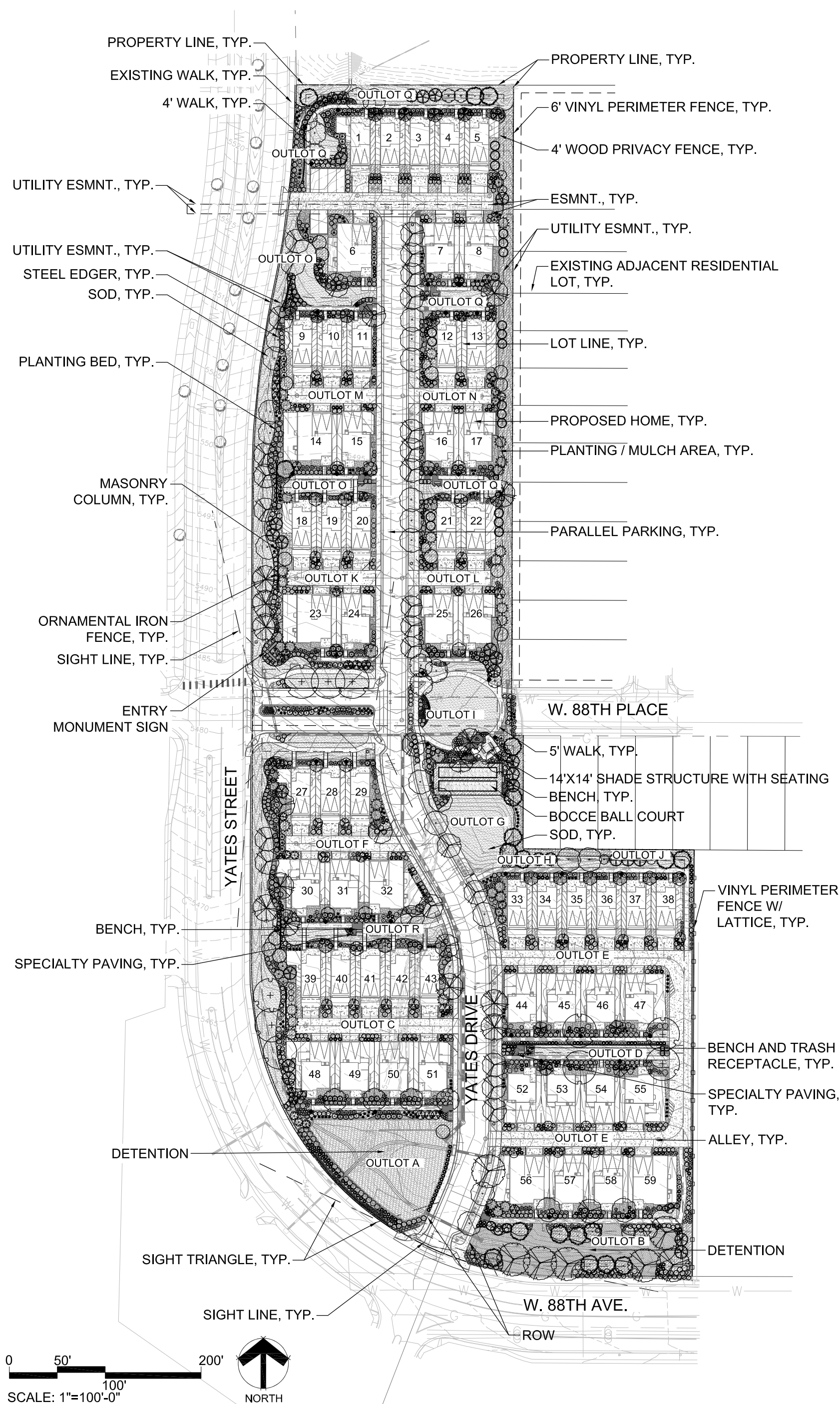
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PRELIMINARY/OFFICIAL DEVELOPMENT PLAN

CONNECTIONS SUBDIVISION, SHERIDAN PARK NORTH FILING NO. 1, REPLAT

PLANNED UNIT DEVELOPMENT
IN THE CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 15 OF 67

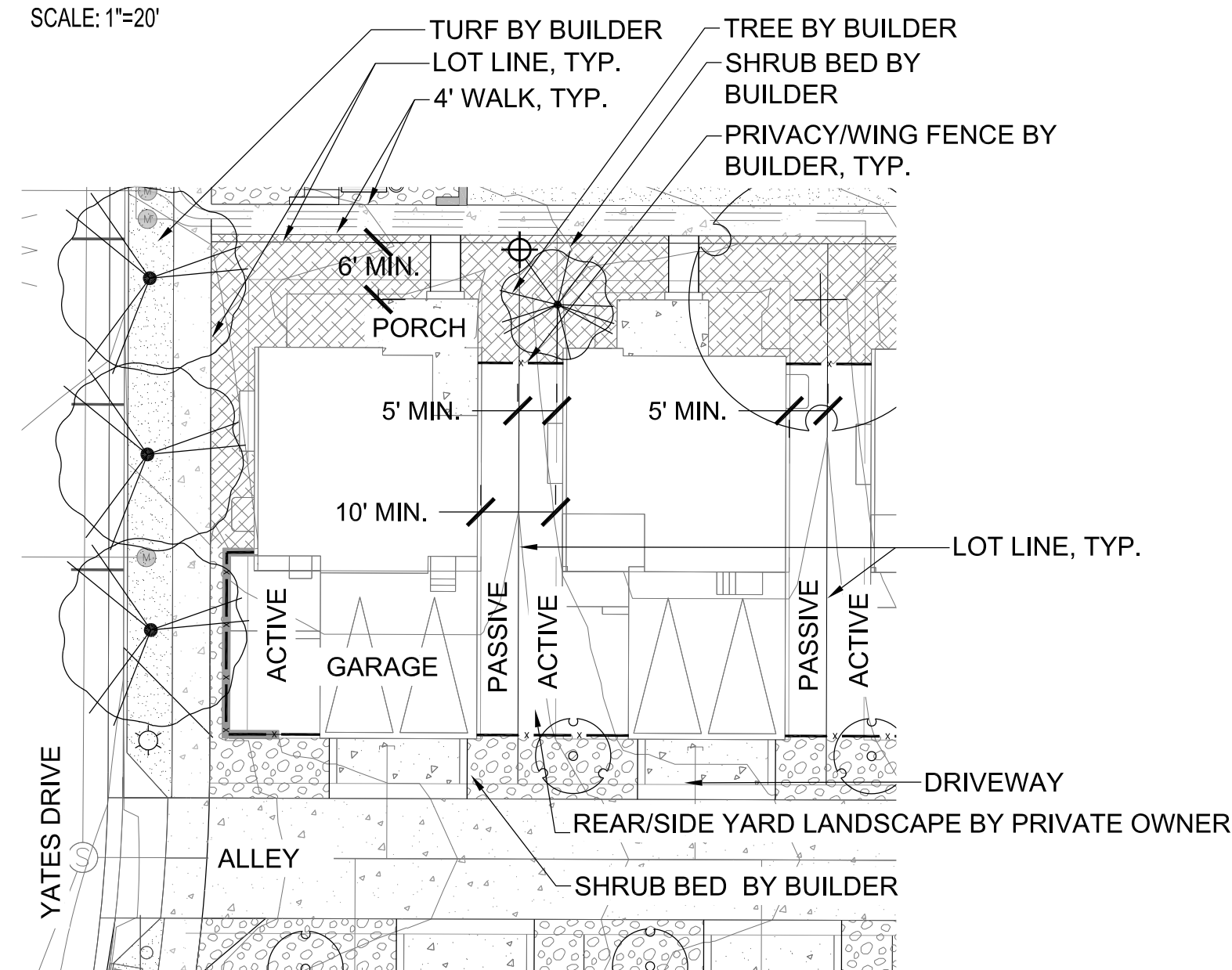


NOTES:

1. LANDSCAPE AREA OUTSIDE FRONT AND REAR LOT FENCES TO BE INSTALLED BY BUILDER AND MAINTAINED BY H.O.A.
2. HOUSE FOOTPRINTS AND ASSOCIATED PORCH AND DRIVEWAY LOCATIONS ARE SUBJECT TO CHANGE AND MAY EFFECT THE LOCATION OF PLANT MATERIAL. PLANT LOCATIONS MAY BE MODIFIED IN FIELD PROVIDED THE MINIMUM REQUIRED QUANTITIES ARE MET.
3. FINAL LOCATION OF WALKS, STEPS, FENCES, AND SITE WALLS TO BE FIELD LOCATED BASED ON FINAL GRADING AND HOUSE LOCATION.
4. FENCES ARE NOT PROPOSED ON THE COMMON LOT LINE BETWEEN HOMES.
5. ALL WING/PRIVACY FENCES WILL BE INSTALLED BY THE BUILDER AND MAINTAINED BY THE HOMEOWNER.

TYPICAL 31'-LOT LANDSCAPE

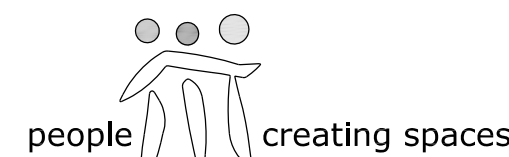
SCALE: 1"=20'



TYPICAL 41'-LOT LANDSCAPE

SCALE: 1"=20'

PLANNING & LANDSCAPE ARCHITECTURE



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TITLE: OVERALL LANDSCAPE PLAN
DATE: APRIL 06, 2016
SHEET: 15 OF 67



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PRELIMINARY/OFFICIAL DEVELOPMENT PLAN

CONNECTIONS SUBDIVISION, SHERIDAN PARK NORTH FILING NO. 1, REPLAT

PLANNED UNIT DEVELOPMENT
IN THE CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 16 OF 67

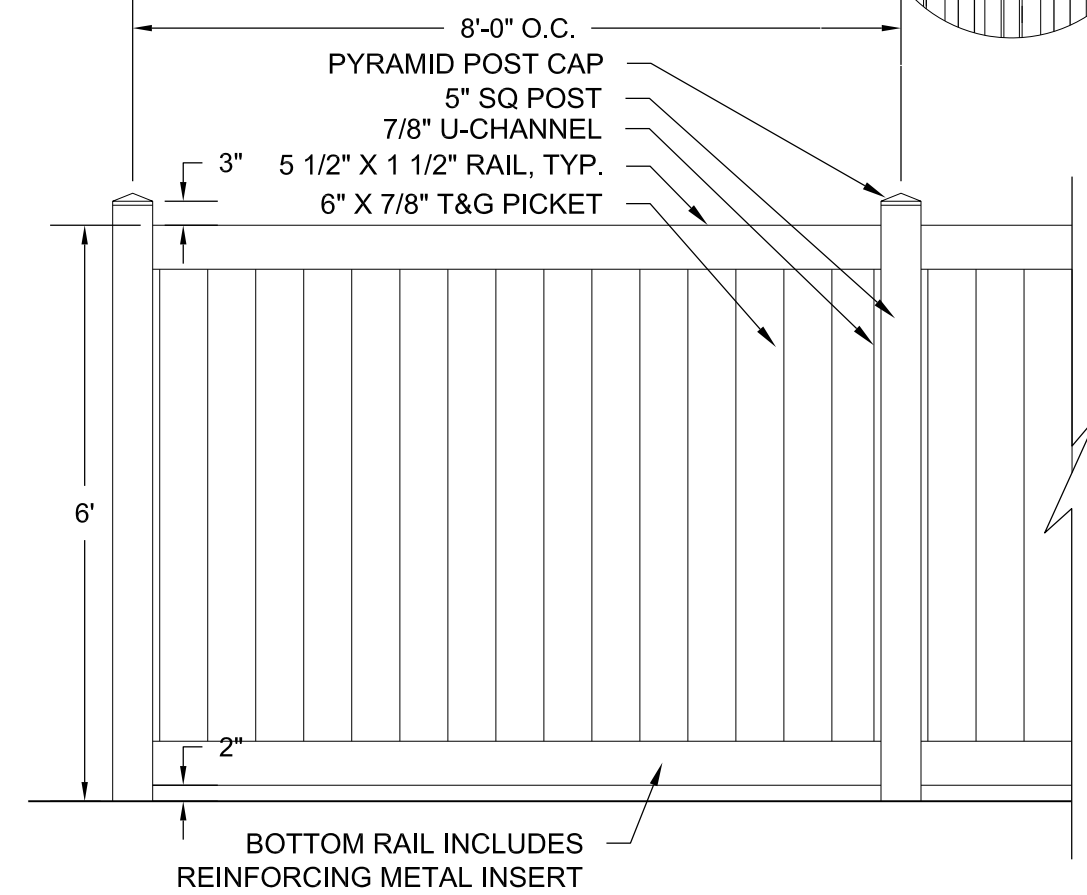
LEGEND:

- BRICK COLUMNS W/ 4' STEEL FENCE
- 4' CEDAR PRIVACY & WING FENCE
- 6' VINYL PERIMETER FENCE
- 6' VINYL PERIMETER FENCE WITH LATTICE TOP

NOTES:

1. 6' VINYL FENCE BY DEVELOPER.
2. H.O.A. TO MAINTAIN PERIMETER FENCE.
3. CONTRACTOR TO COORDINATE LOCATION OF PERIMETER FENCE ALONG PROPERTY BOUNDARY IN FIELD.

FENCE TO STEP IN SECTIONS RATHER THAN SLANT WITH THE TOPOGRAPHY



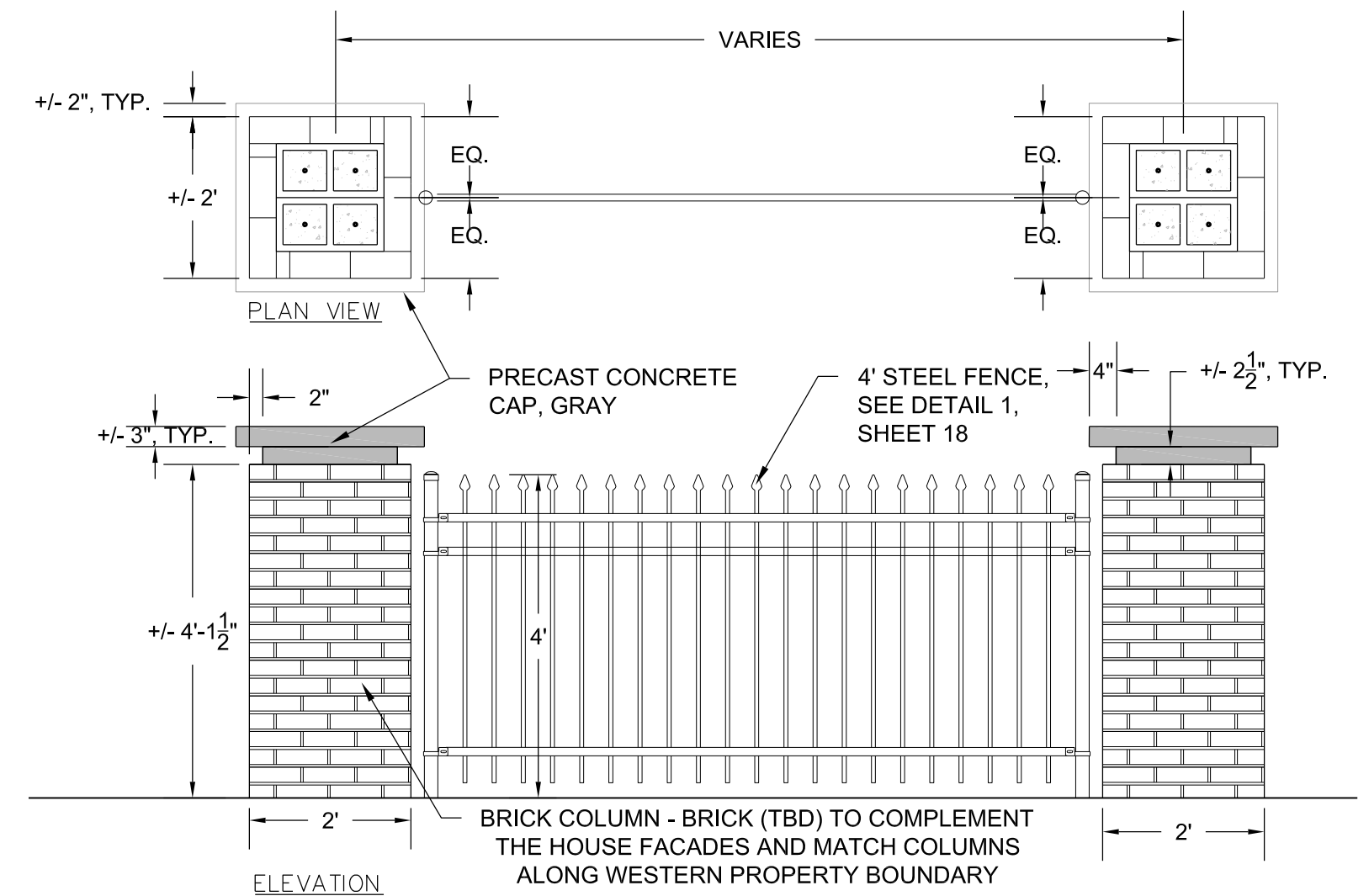
1 6' VINYL PERIMETER FENCE

OR APPROVED EQUAL. COLOR: TAN

SCALE: 1/2"=1'-0"

NOTES:

1. COLUMN FOOTING AND STRUCTURAL BY CONTRACTOR.



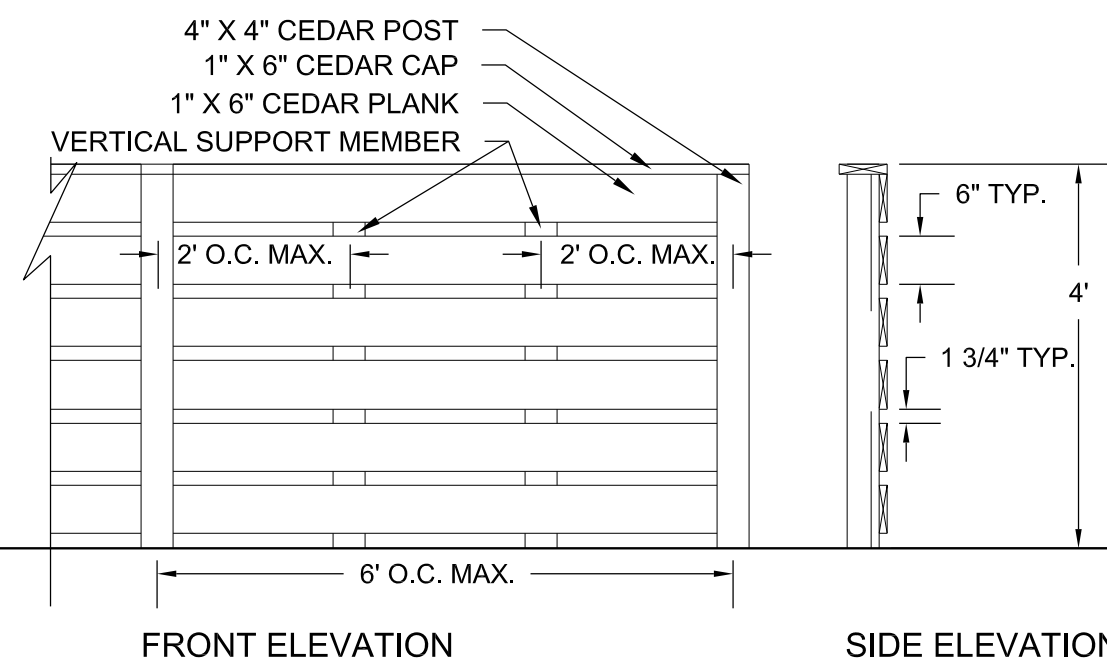
3 BRICK COLUMNS WITH 4' STEEL FENCE

OR APPROVED EQUAL

SCALE: 1/2"=1'-0"

NOTES:

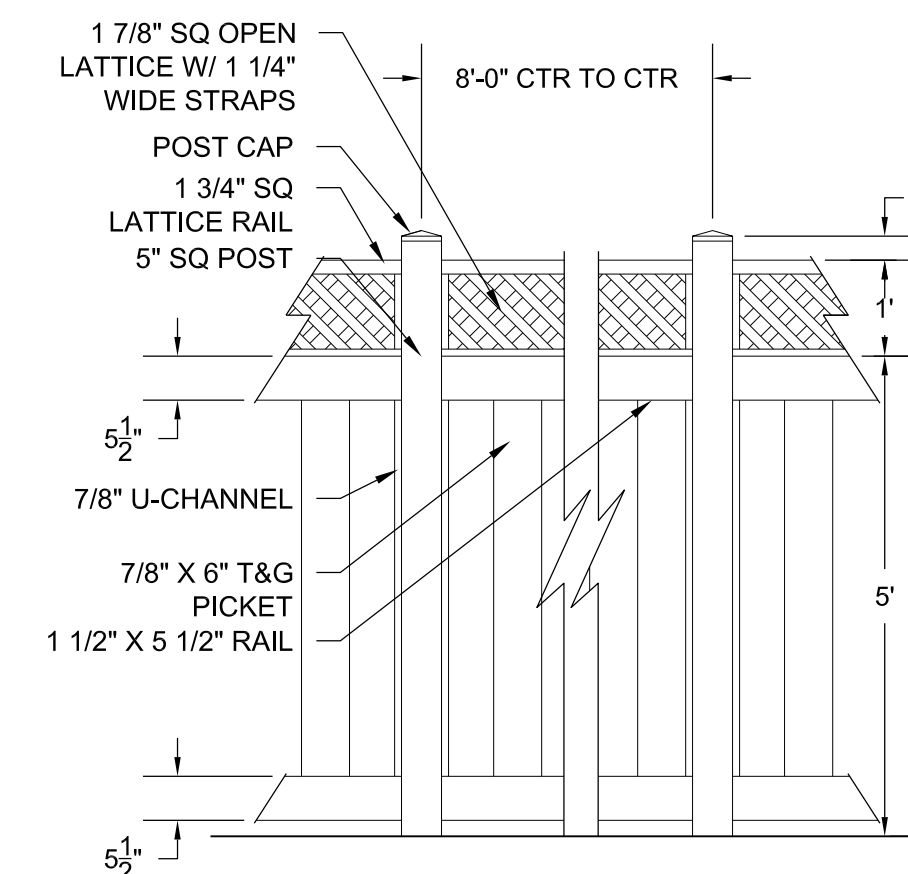
1. 4' CEDAR FENCE TO BE INSTALLED BY DEVELOPER AND MAINTAINED BY HOMEOWNER.
2. FENCES ARE NOT PROPOSED ON THE COMMON LOT LINE BETWEEN HOMES.
3. FENCE LOCATIONS ARE APPROXIMATE AND WILL BE FIELD LOCATED TO ACCOMMODATE FINAL BUILDING FOOTPRINTS, ARCHITECTURAL FEATURES, UTILITIES, AND GRADING.



2 4' CEDAR PRIVACY & WING FENCE

OR APPROVED EQUAL

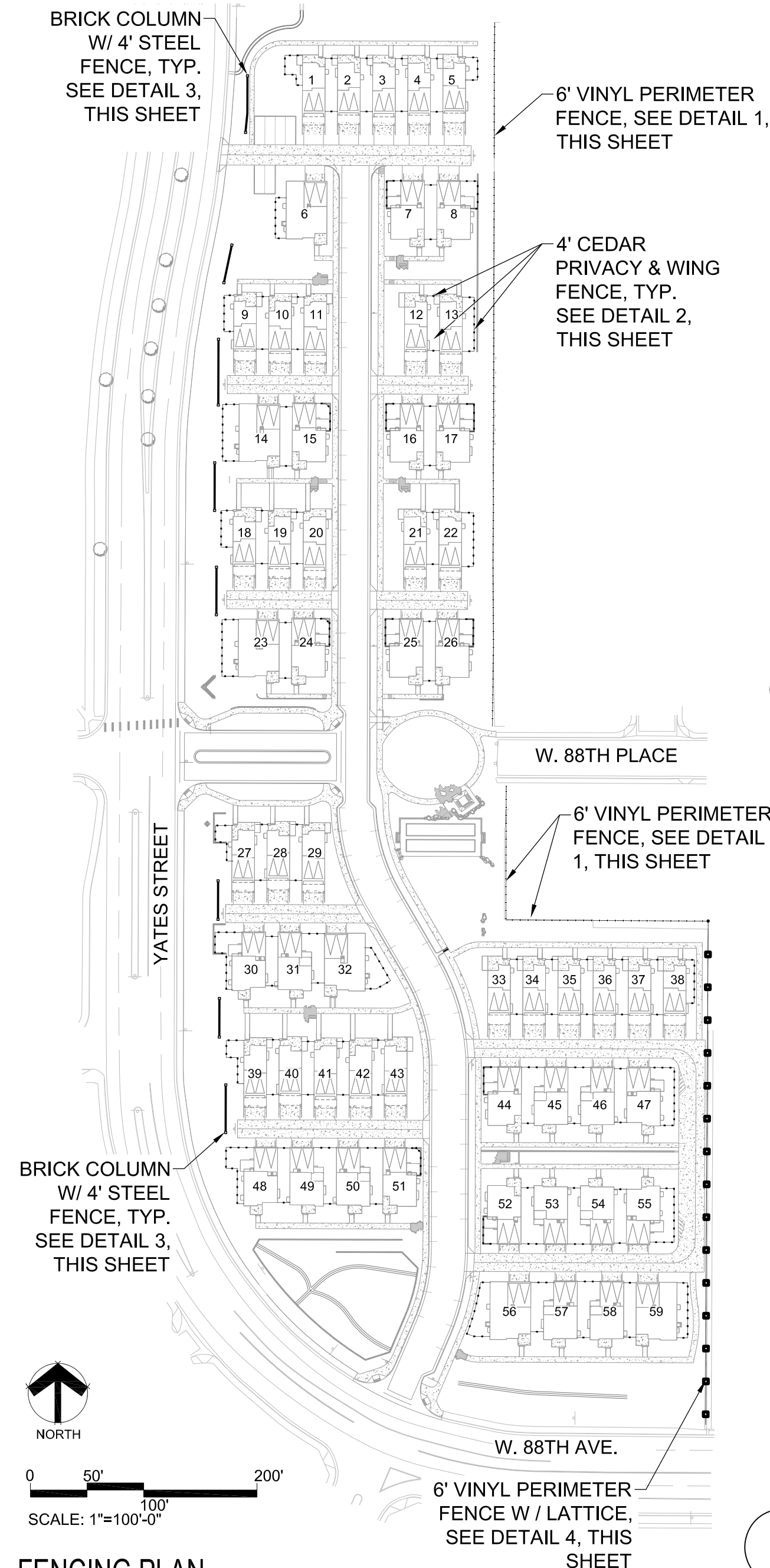
SCALE: 1/2"=1'-0"



4 6' VINYL FENCE W / LATTICE

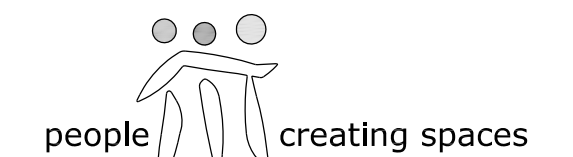
OR APPROVED EQUAL. COLOR: TAN

SCALE: 1/2"=1'-0"



FENCING PLAN

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TITLE: FENCE PLAN
 DATE: APRIL 06, 2016
 SHEET: 16 OF 67



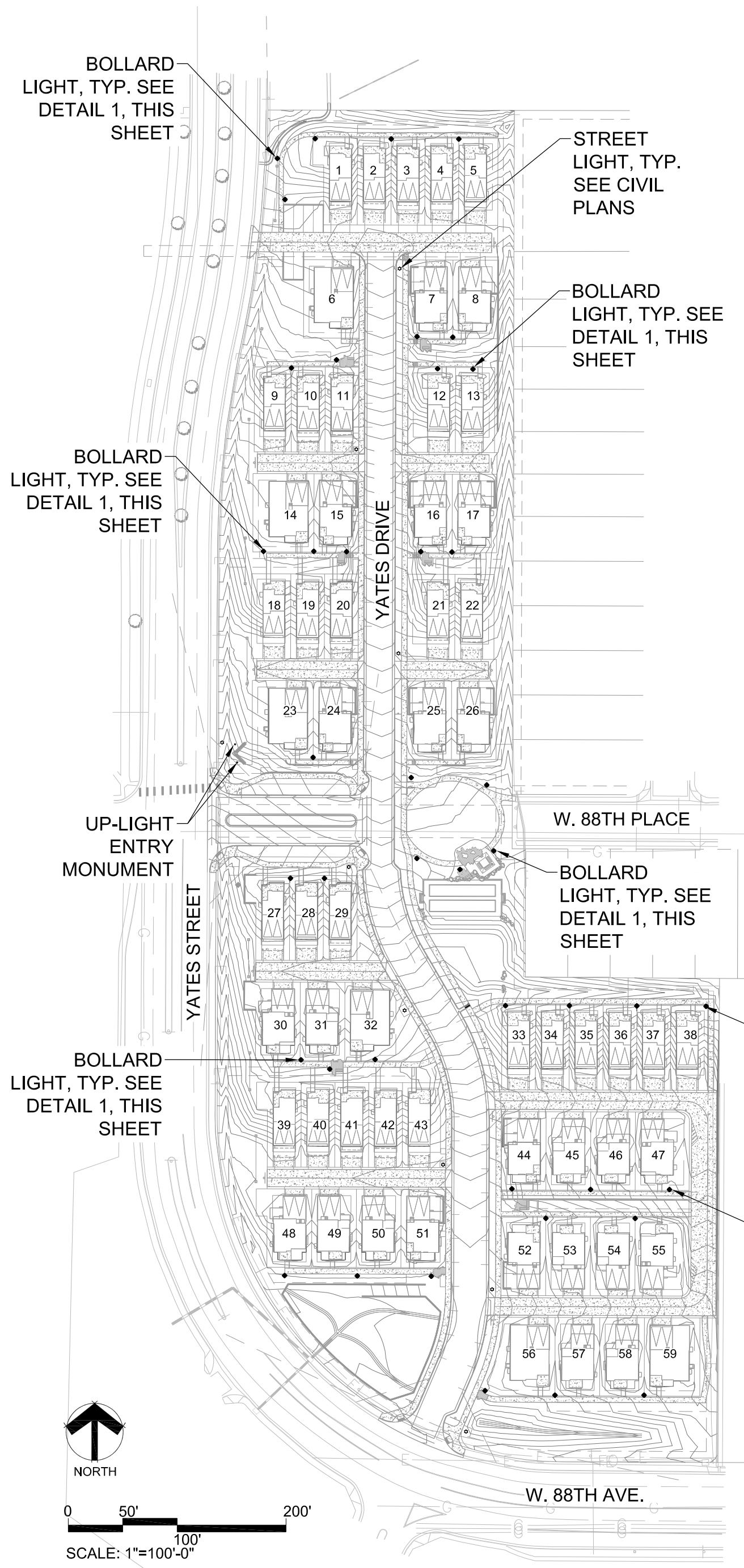
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PRELIMINARY/OFFICIAL DEVELOPMENT PLAN

CONNECTIONS SUBDIVISION, SHERIDAN PARK NORTH FILING NO. 1, REPLAT

PLANNED UNIT DEVELOPMENT IN THE CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 17 OF 67



NOTES:

1. CONTRACTOR TO COORDINATE POWER.
2. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
3. FOR PRODUCT AND COMPANY INFORMATION VISIT <http://www.LOUIPOULSEN.COM/USA/PRODUCTS/>

BOLLARD LIGHT:
FLINDT BOLLARD BY LOUIS POULSEN (TEL:(954) 349 2525)

PRODUCT DESCRIPTION:

- A SLIM POST WITH A CUT-OUT TO MAKE A LIGHT OPENING AND TO CREATE A LIGHT REFLECTING PART.
- THE LAMPS ARE HIDDEN IN THE TOP OF THE CUT-OUT.

LIGHT DESCRIPTION:

- THE FIXTURE PROVIDES A NON-GLARING WIDE CHARACTERISTIC ASYMMETRICAL AND FUNCTIONAL ILLUMINATION.
- A WHITE HIGHLY REFLECTIVE MATERIAL AROUND THE LEDS ENSURES A WIDE LIGHT AND A HIGH EFFICACY.
- THE REFLECTOR PART CAN BE ADJUSTED ±10° AFTER INSTALLATION FOR FINE TUNING OF THE LIGHT DIRECTION.
- LED TECHNOLOGY WITH MORE OPTIONS OF STANDARD CCTS.
- ELECTRONIC DIMMABLE DRIVER.

MATERIAL AND FINISH DESCRIPTION:

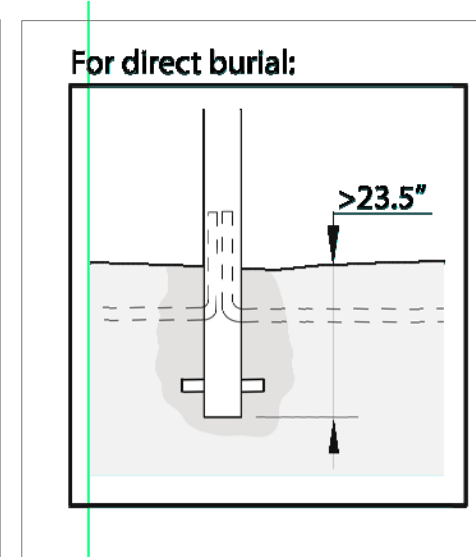
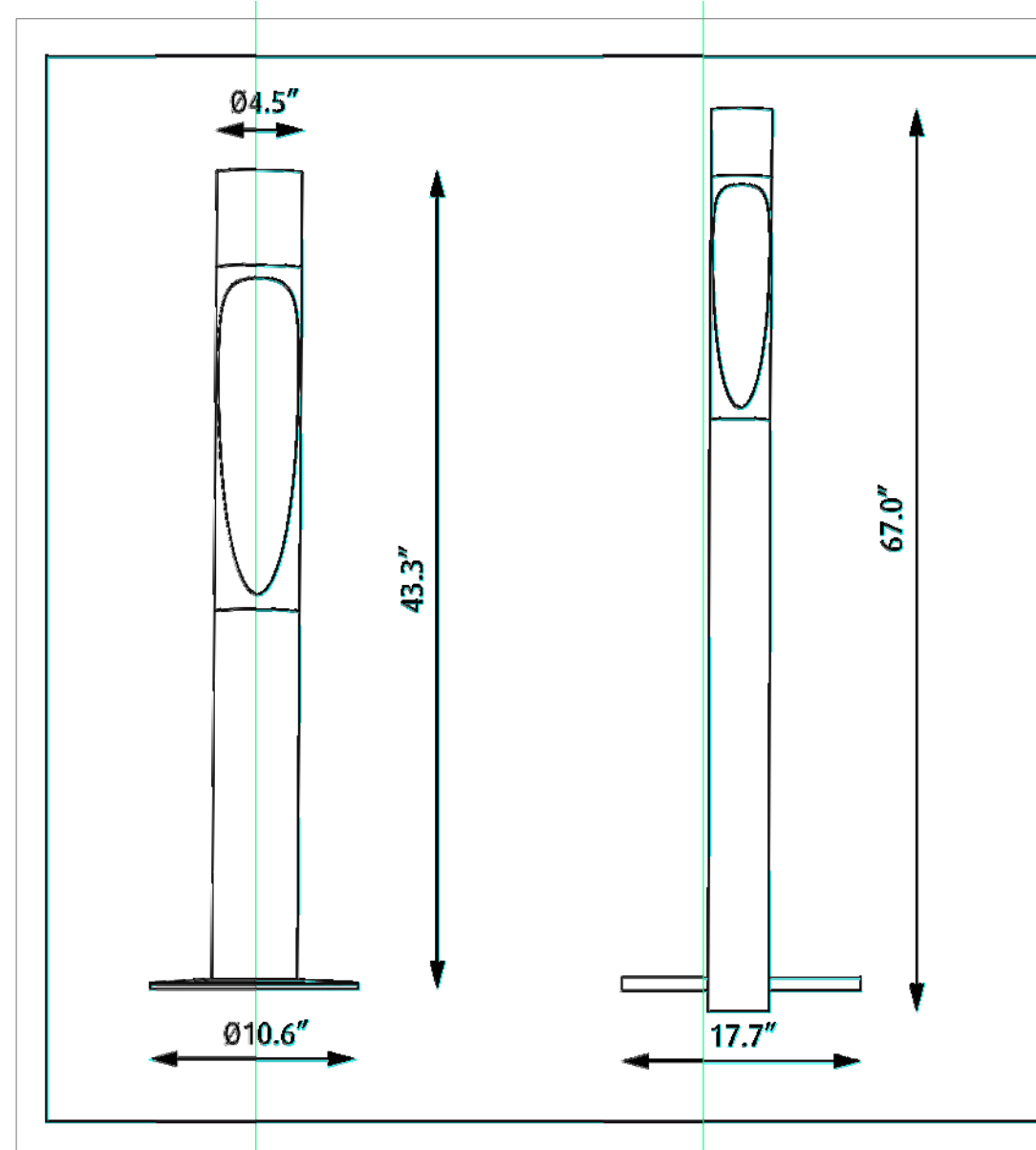
- TOP, REFLECTOR PART AND BASE PLATE: CAST ALUMINIUM, ALUMINIUM COLOURED WITH TEXTURED SURFACE, POWDER COATED.
- POST: EXTRUDED ALUMINIUM, 3.5MM (0.14") THICK, ALUMINIUM COLOURED WITH TEXTURED SURFACE, POWDER COATED

INSTALLATION DESCRIPTION:

- DIRECT BURIAL MOUNTING WITH MINIMUM 24.2" BELOW GROUND DEPTH.
- IN GROUND STRUTS: YES.

WEIGHT:
MAX: 23 LBS.

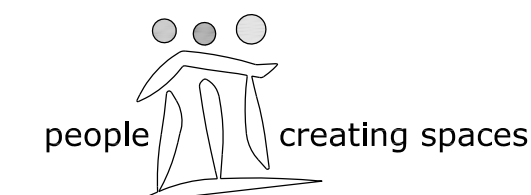
VOLTAGE:
120-277V



1 BOLLARD LIGHT
OR APPROVED EQUAL SCALE: NTS

LANDSCAPE LIGHTING PLAN

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TITLE: LIGHTING PLAN
DATE: APRIL 06, 2016
SHEET: 17 OF 67

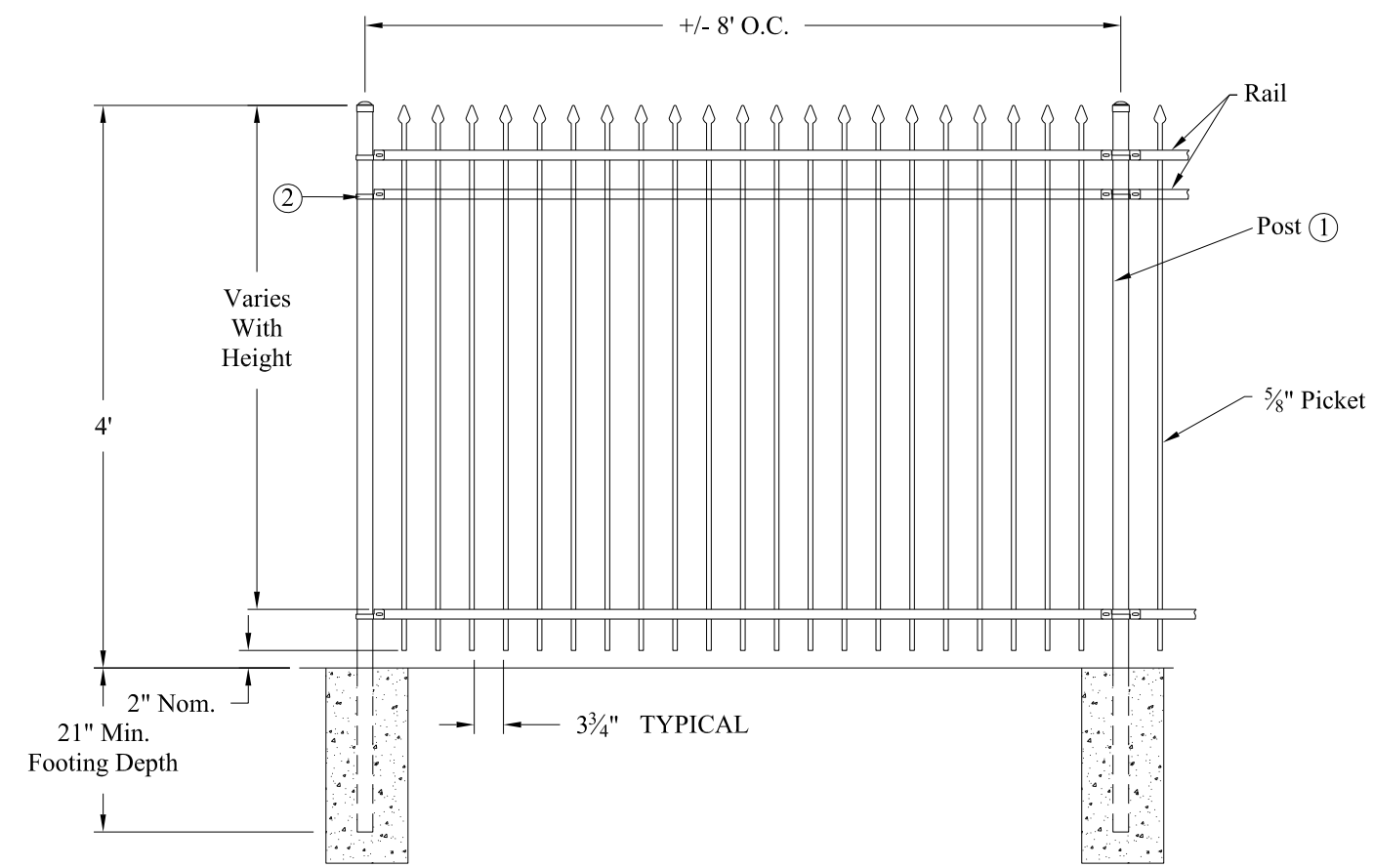
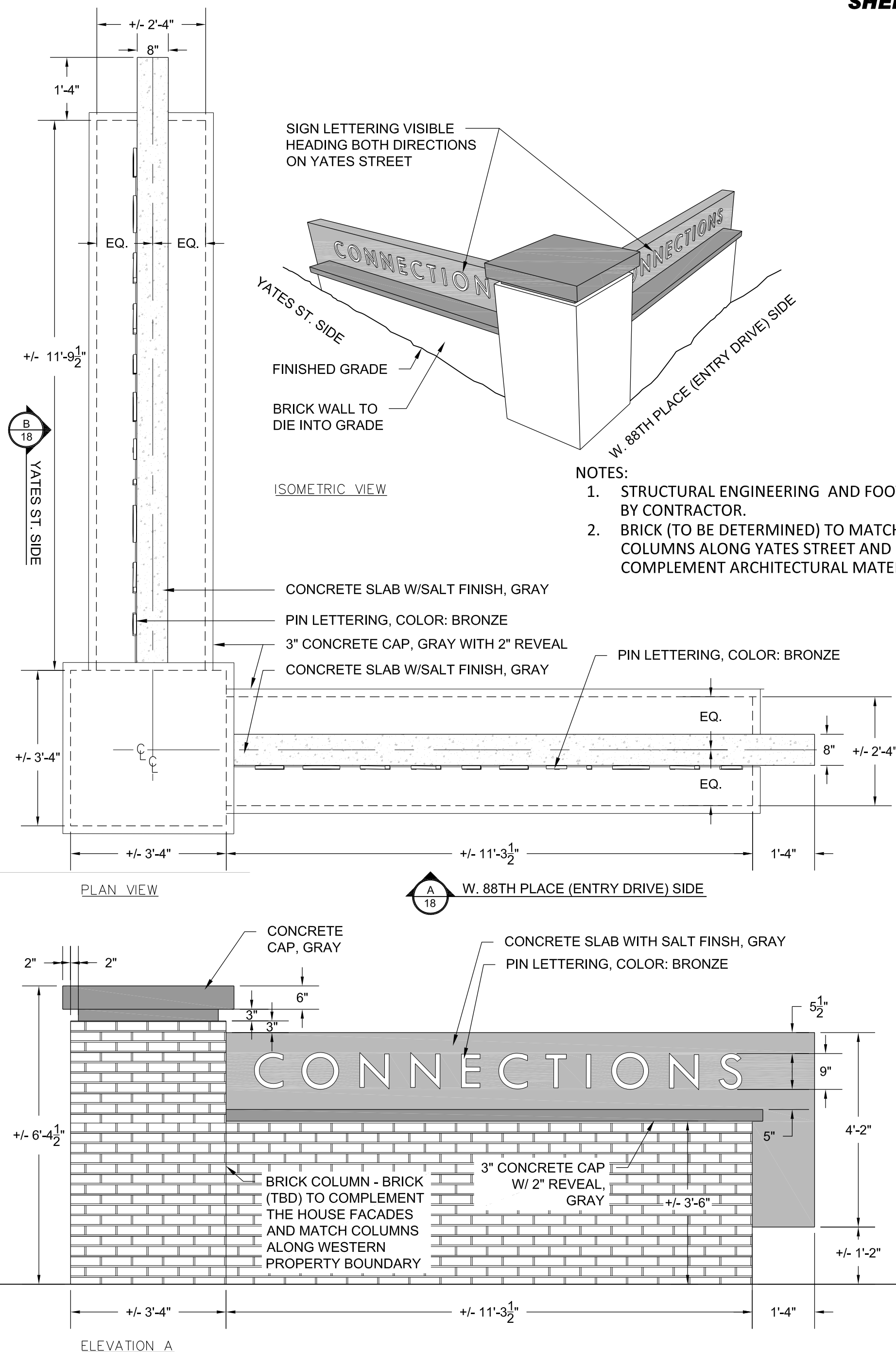
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PRELIMINARY/OFFICIAL DEVELOPMENT PLAN

CONNECTIONS SUBDIVISION, SHERIDAN PARK NORTH FILING NO. 1, REPLAT

PLANNED UNIT DEVELOPMENT
IN THE CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 18 OF 67

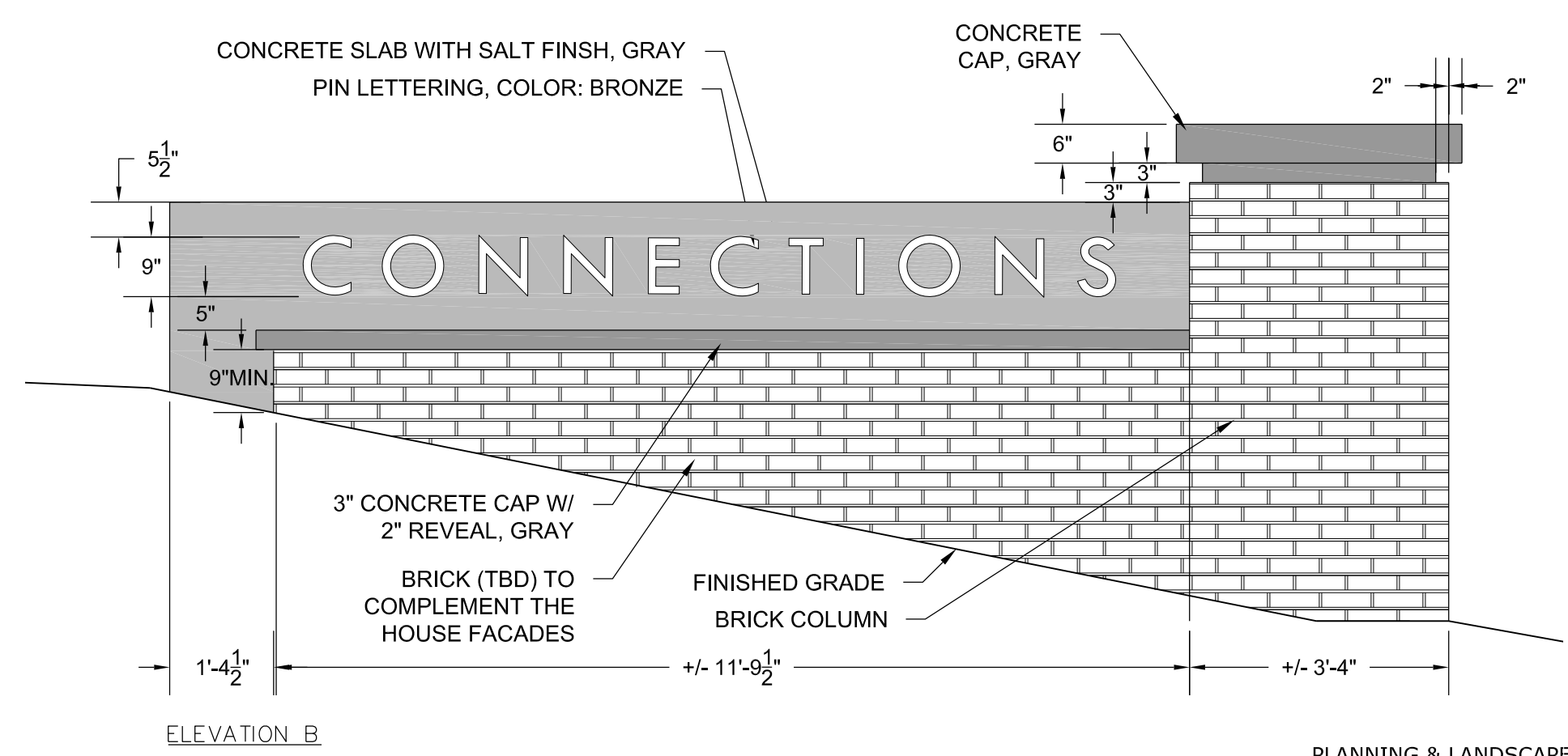


1 4' ORNAMENTAL STEEL FENCE PANEL
OR APPROVED EQUAL

SCALE: NTS

- NOTE:
1. POST SIZE DEPENDS ON FENCE HEIGHT AND WIND LOADS. SEE FORTRESS SPECIFICATIONS FOR POST SIZING.
 2. THIRD RAIL OPTION.
 3. CONTRACTOR TO INSTALL PER MANUFACTURER'S SPECIFICATIONS. FORTRESS FENCE PRODUCTS: 1-844-909-1999
 4. VERSAI RESIDENTIAL ORNAMENTAL FENCE BY FORTRESS OR APPROVED EQUAL. 4' HEIGHT, PRESSED SPEAR, COLOR: BLACK

- NOTES:
1. STRUCTURAL ENGINEERING AND FOOTINGS BY CONTRACTOR.
 2. BRICK (TO BE DETERMINED) TO MATCH COLUMNS ALONG YATES STREET AND COMPLEMENT ARCHITECTURAL MATERIALS.



2 PRIMARY ENTRY MONUMENT

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SCALE: 1/2" = 1'-0"

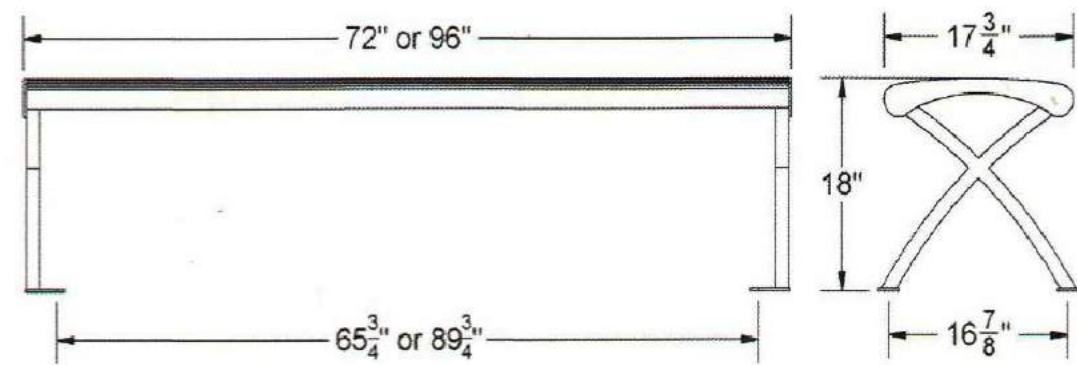
PRELIMINARY/OFFICIAL DEVELOPMENT PLAN

CONNECTIONS SUBDIVISION, SHERIDAN PARK NORTH FILING NO. 1, REPLAT

PLANNED UNIT DEVELOPMENT

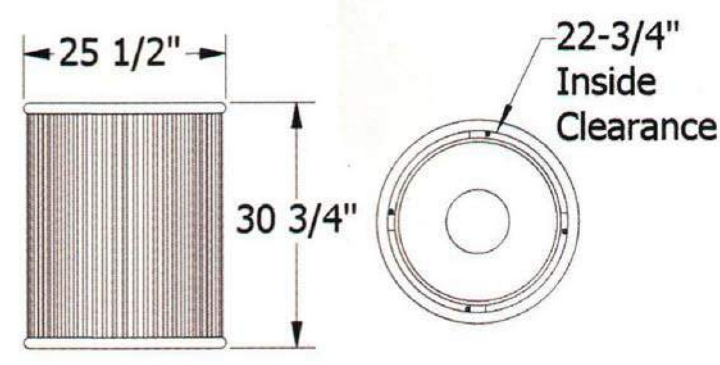
IN THE CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 19 OF 67



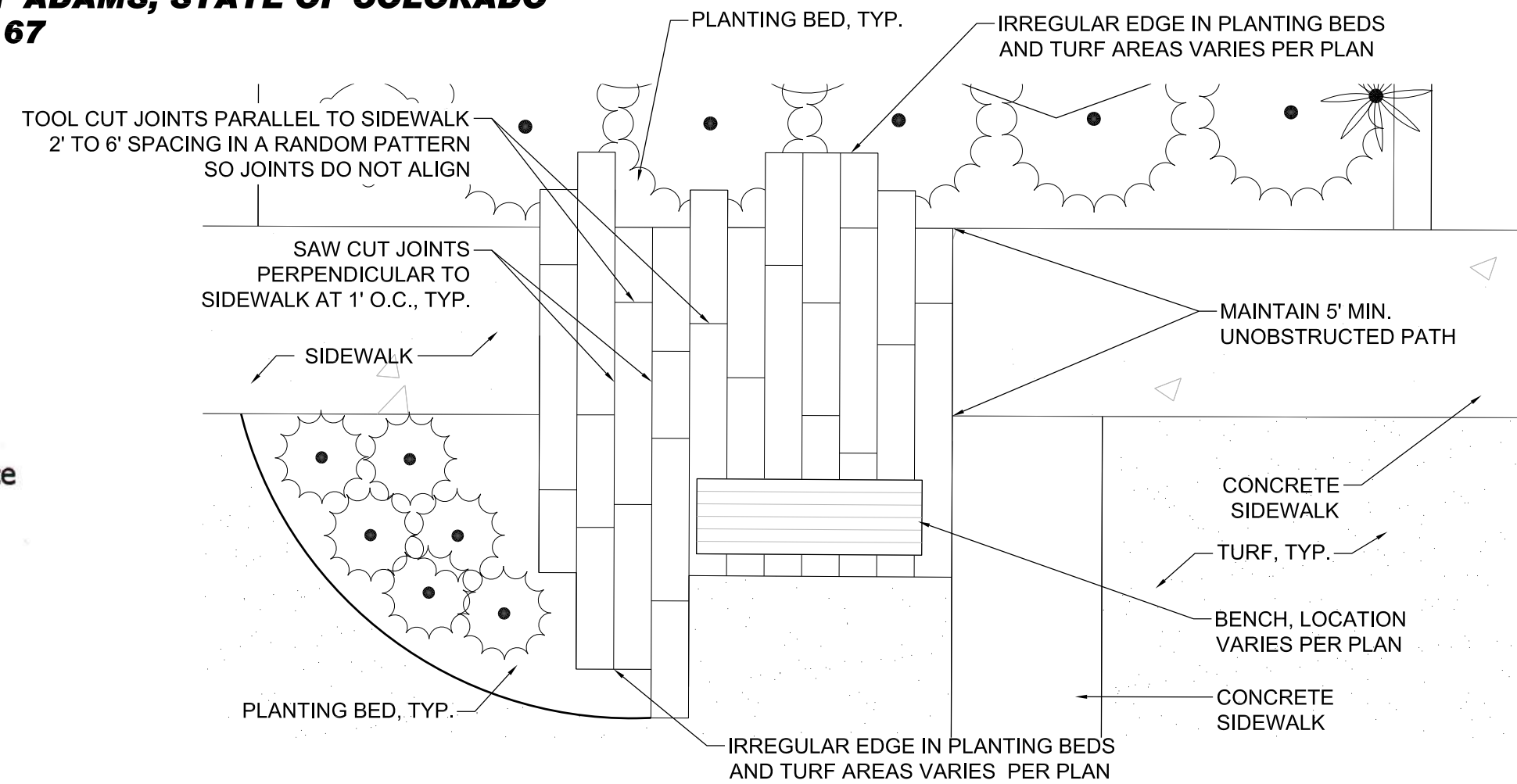
NOTES:

1. MODEL 3101-06 - PATTERSON-WILLIAMS XANDER BENCH - 6' STEEL STRAP BACKLESS BENCH. TEL: 1-888-442-2925
2. POWDER COAT COLOR: CRANBERRY
3. MOUNTING PER MANUFACTURER'S SPECIFICATIONS. SURFACE MOUNT BENCHES (8 TOTAL). IN-GROUND MOUNT BENCHES (4 TOTAL).



NOTES:

1. MODEL 3250 - PATTERSON-WILLIAMS. TEL: 1-888-442-2925
2. POWDER COAT COLOR: CRANBERRY
3. MOUNTING PER MANUFACTURER'S SPECIFICATIONS. SURFACE MOUNT TRASH RECEPTACLE AT PARK (1 TOTAL). IN-GROUND MOUNT REMAINING RECEPTACLES (2 TOTAL).



NOTES:

1. TYPICAL JOINT SPACING SHOWN, SPECIALTY PAVING LAYOUT VARIES PER PLAN.
2. SPECIALTY PAVING TO BE CONCRETE WITH SAW CUT JOINTS 1' ON CENTER. TOOLED JOINTS PERPENDICULAR TO THE THE SAW CUT JOINTS TO BE SPACED 2' TO 6' APART IN A RANDOM PATTERN SO THAT THE JOINTS ARE NOT ALIGNED.

1 BENCH
OR APPROVED EQUAL

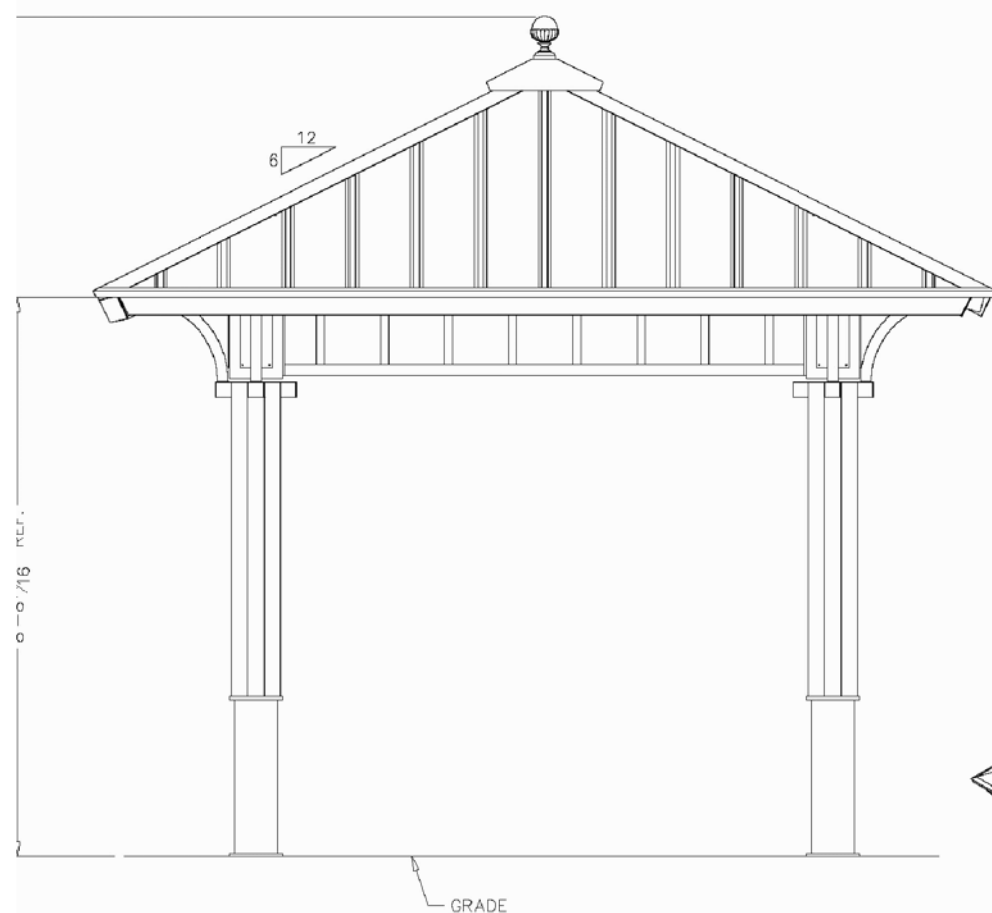
SCALE: NTS

2 TRASH RECEPTACLE
OR APPROVED EQUAL

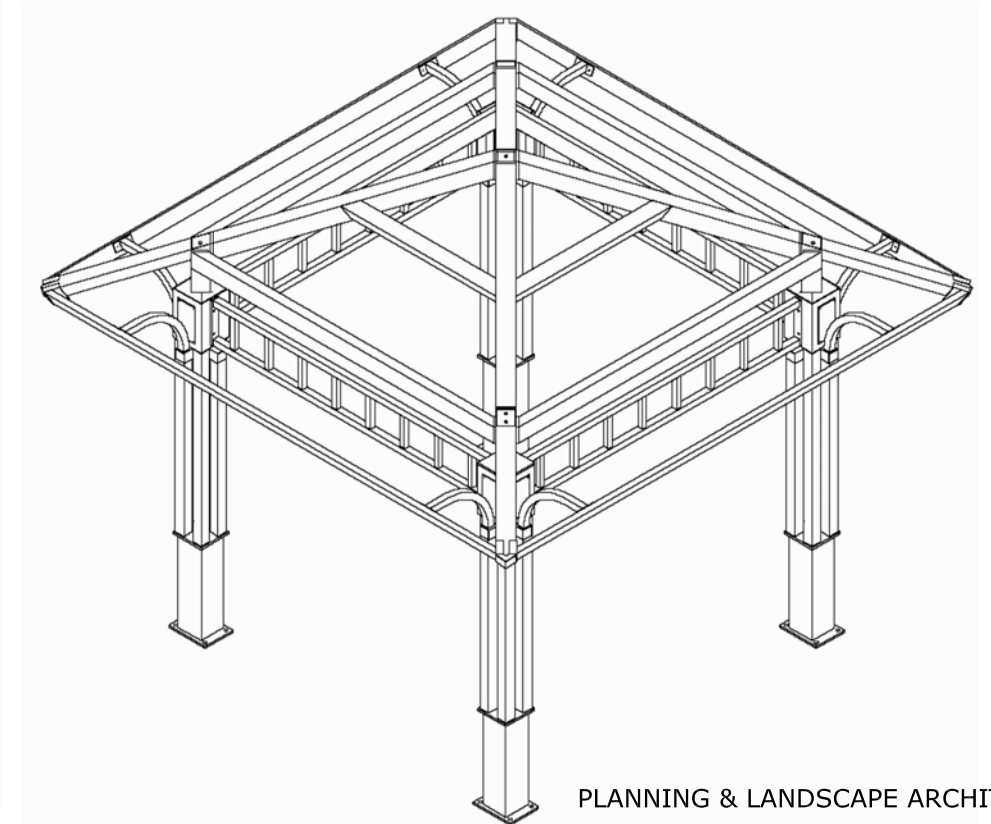
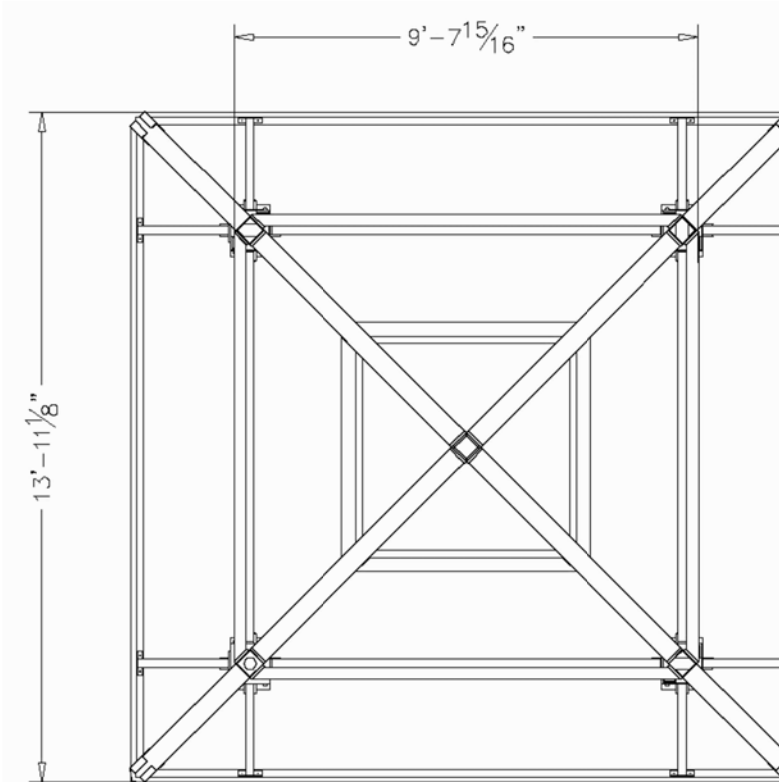
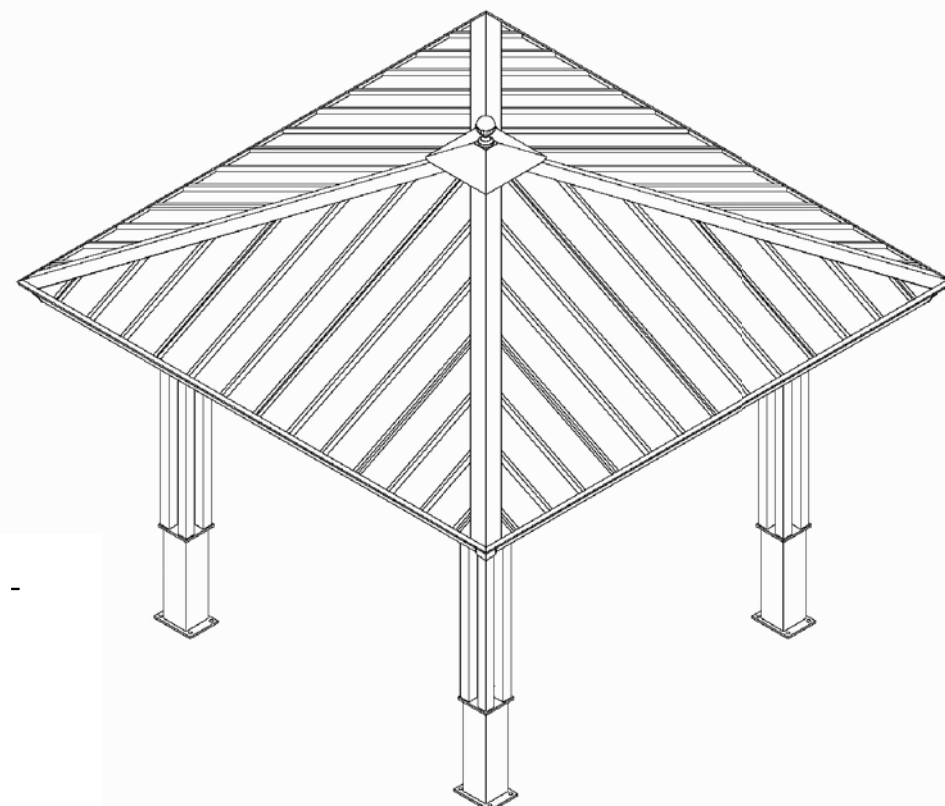
SCALE: NTS

3 SPECIALTY PAVING AREAS
OR APPROVED EQUAL

SCALE: NTS



PRELIMINARY: NOT FOR CONSTRUCTION



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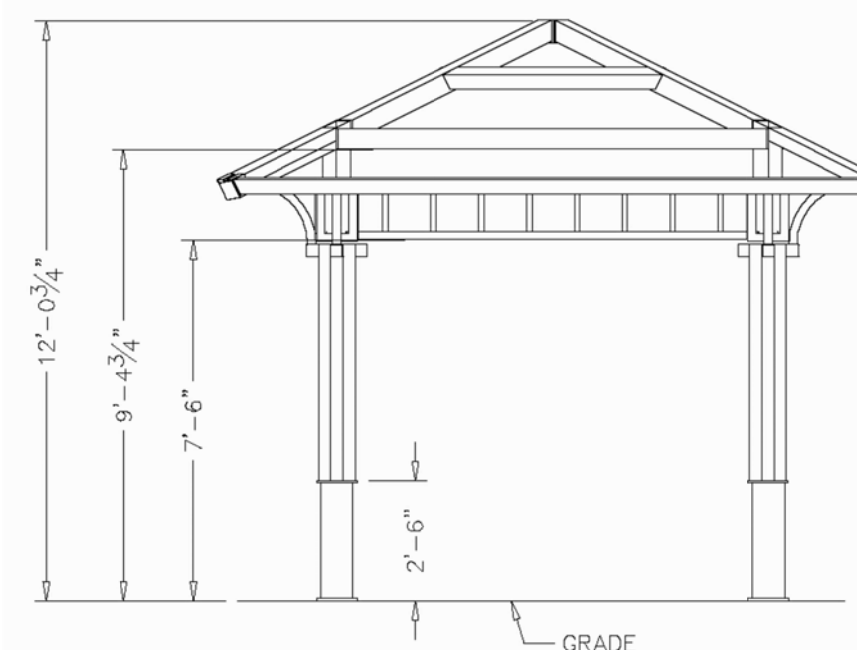
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SCALE: NTS

4 14' X 14' SHADE STRUCTURE
OR APPROVED EQUAL

NOTES:

1. CRAFTSMAN SERIES SQUARE SHELTER - MODEL CQ14M-P6 - ICON SHELTER SYSTEMS INC. TEL: 1-888-442-2925
2. POWDER COAT COLOR: DOW BLACK
3. STEEL ROOF PANEL COLOR: ASH GRAY
4. MOUNTING AND INSTALLATION PER MANUFACTURER'S SPECIFICATIONS.



PRELIMINARY/OFFICIAL DEVELOPMENT PLAN

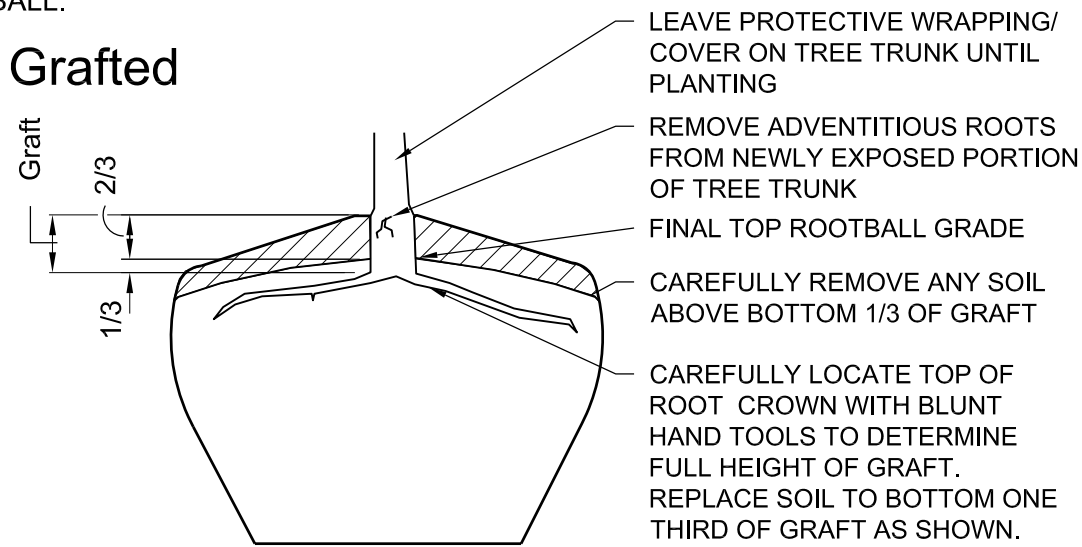
CONNECTIONS SUBDIVISION, SHERIDAN PARK NORTH FILING NO. 1, REPLAT

PLANNED UNIT DEVELOPMENT
IN THE CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 20 OF 67

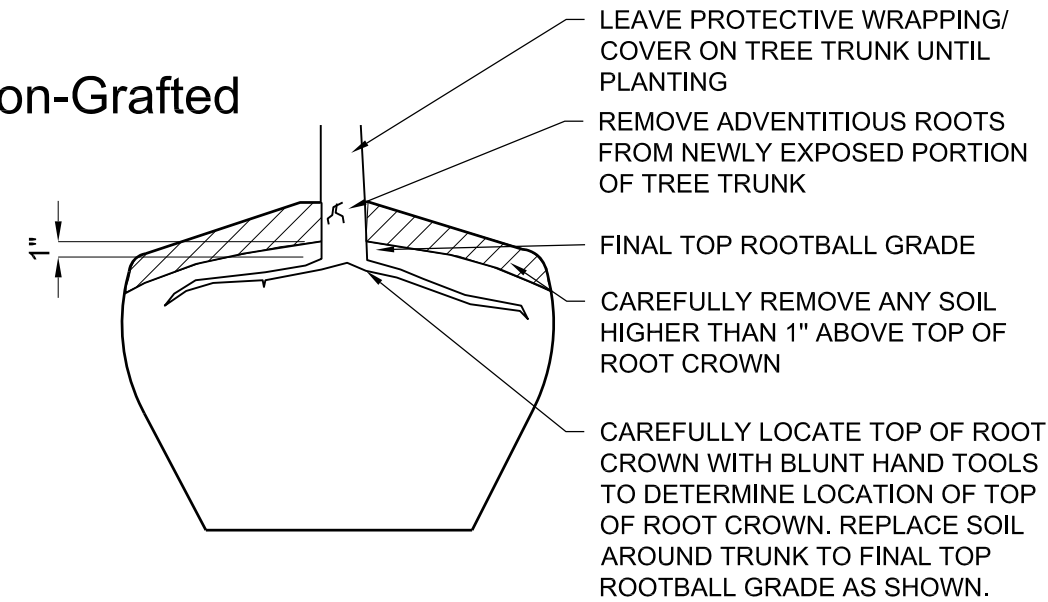
NOTES:

1. ALL WORK TO BE DONE AT TIME OF PLANTING
2. PEEL BACK ONLY TOP OF BURLAP REQUIRED TO PERFORM WORK. REPLACE BURLAP BEFORE MOVING TREE INTO PLANTING PIT. DO NOT REMOVE WIRE BASKET UNTIL INSIDE PLANTING PIT.
3. MEASURE NEW HEIGHT OF ROOTBALL AND DIG PLANTING PIT SO FINAL TOP ROOTBALL GRADE IS 3" ABOVE FINAL GRADE SURROUNDING BALL.

Grafted



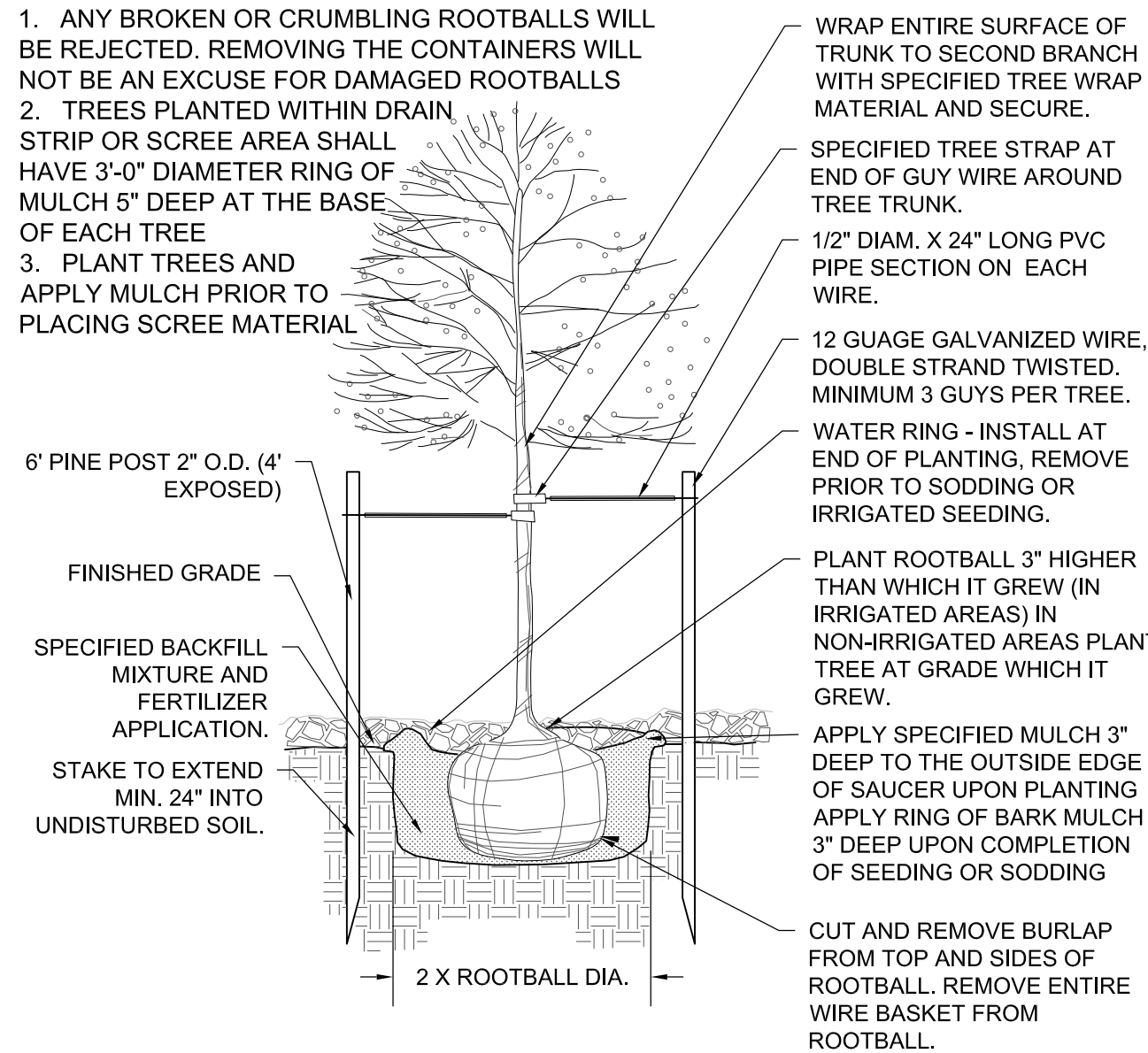
Non-Grafted



1 GRAFTED & NON-GRAFTED ROOT BALL
OR APPROVED EQUAL SCALE: NTS

NOTES:

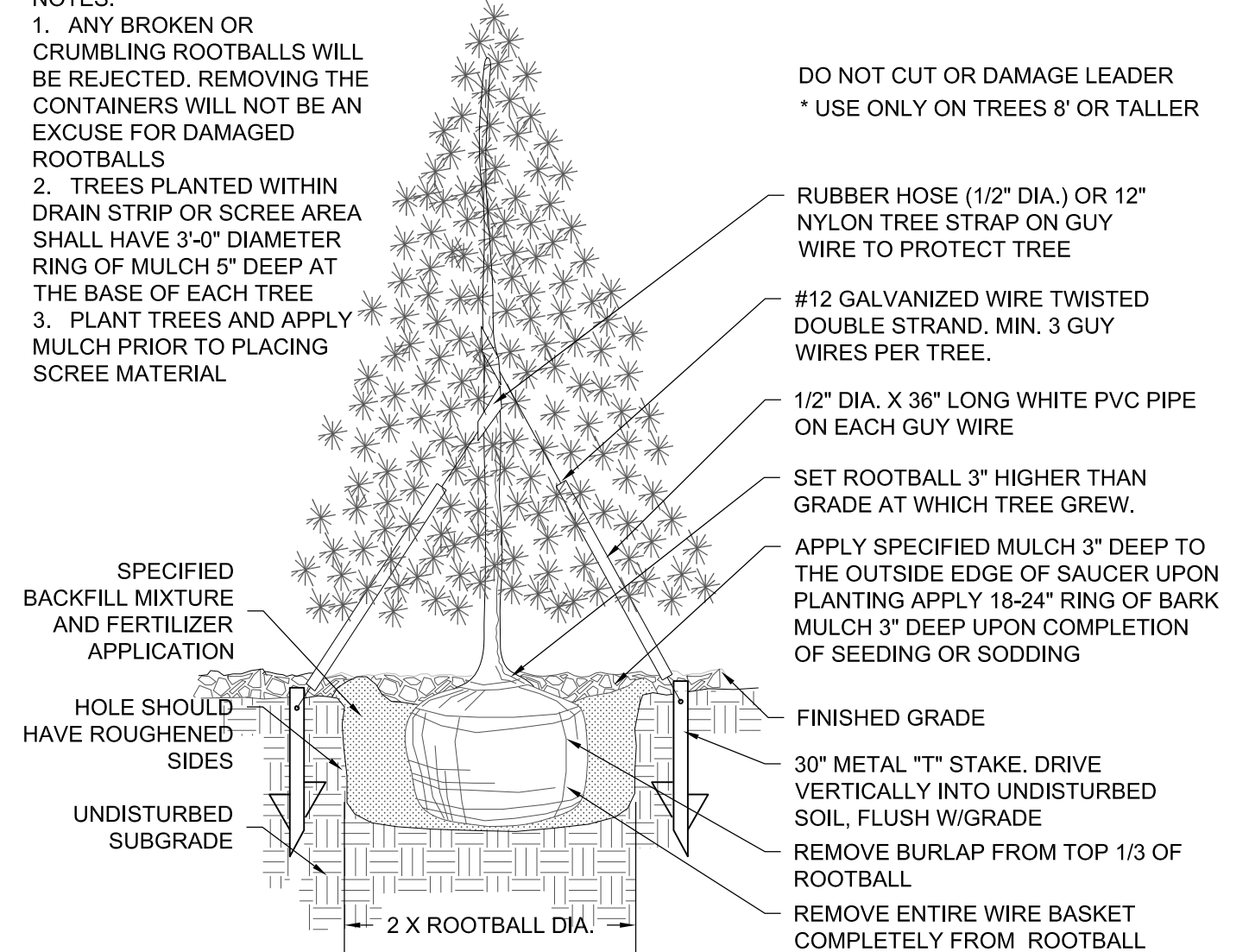
1. ANY BROKEN OR CRUMBLING ROOTBALLS WILL BE REJECTED. REMOVING THE CONTAINERS WILL NOT BE AN EXCUSE FOR DAMAGED ROOTBALLS
2. TREES PLANTED WITHIN DRAIN STRIP OR SCREE AREA SHALL HAVE 3'-0" DIAMETER RING OF MULCH 5" DEEP AT THE BASE OF EACH TREE
3. PLANT TREES AND APPLY MULCH PRIOR TO PLACING SCREE MATERIAL



2 DECIDUOUS TREE PLANTING
OR APPROVED EQUAL SCALE: NTS

NOTES:

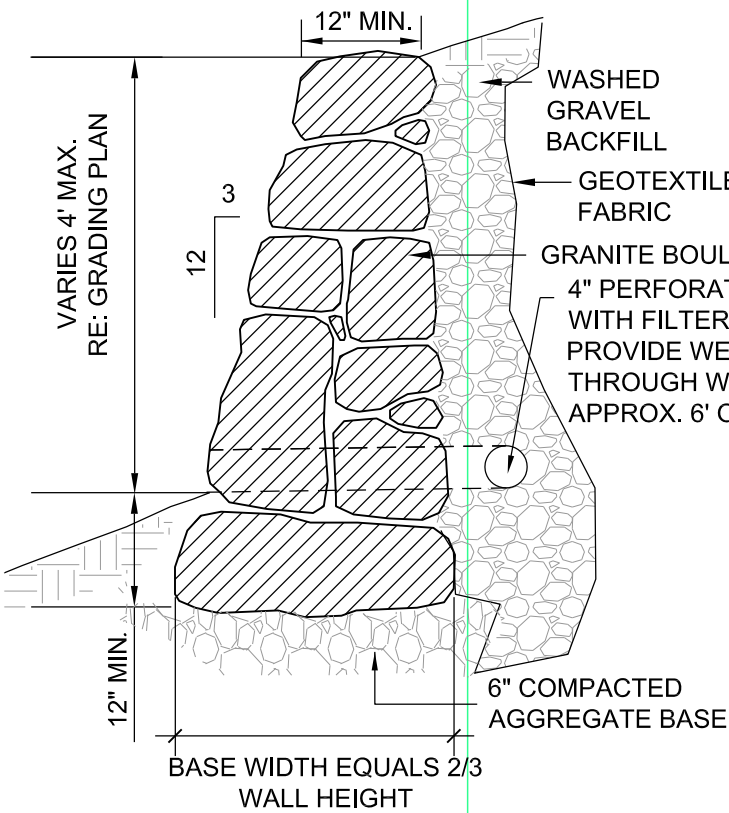
1. ANY BROKEN OR CRUMBLING ROOTBALLS WILL BE REJECTED. REMOVING THE CONTAINERS WILL NOT BE AN EXCUSE FOR DAMAGED ROOTBALLS
2. TREES PLANTED WITHIN DRAIN STRIP OR SCREE AREA SHALL HAVE 3'-0" DIAMETER RING OF MULCH 5" DEEP AT THE BASE OF EACH TREE
3. PLANT TREES AND APPLY MULCH PRIOR TO PLACING SCREE MATERIAL



3 EVERGREEN TREE PLANTING
OR APPROVED EQUAL SCALE: NTS

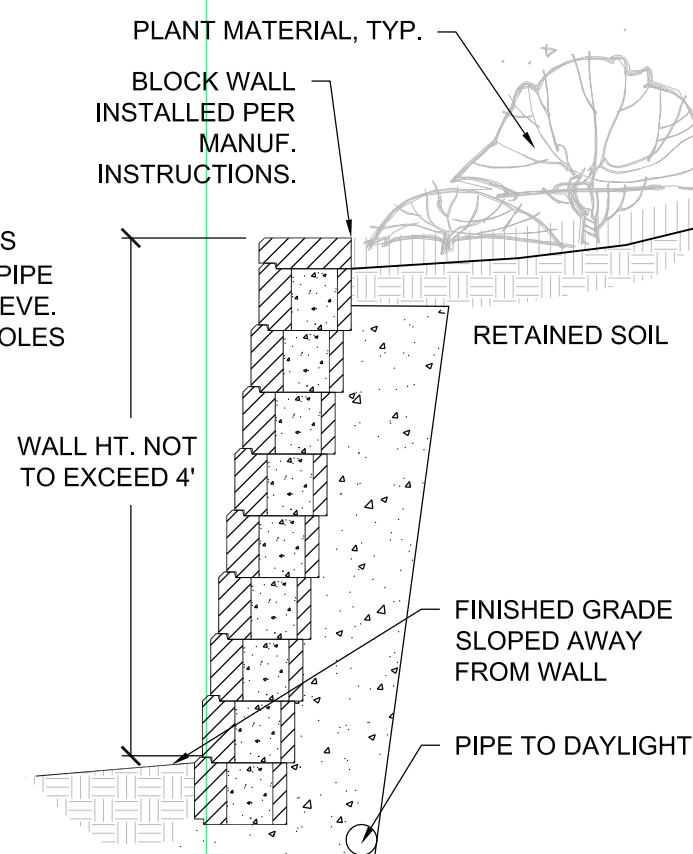
BOULDER RETAINING WALL:

1. BOULDERS TO CONSIST OF GRAY/TAN GRANITE, WITH ROUNDED/WEATHERED FINISH OR APPROVED EQUAL. SIZE: 1' - 3' DIA.
2. SELECT AND PLACE BOULDERS SO THAT A MINIMUM OF EXCAVATION SCARS ARE VISIBLE.



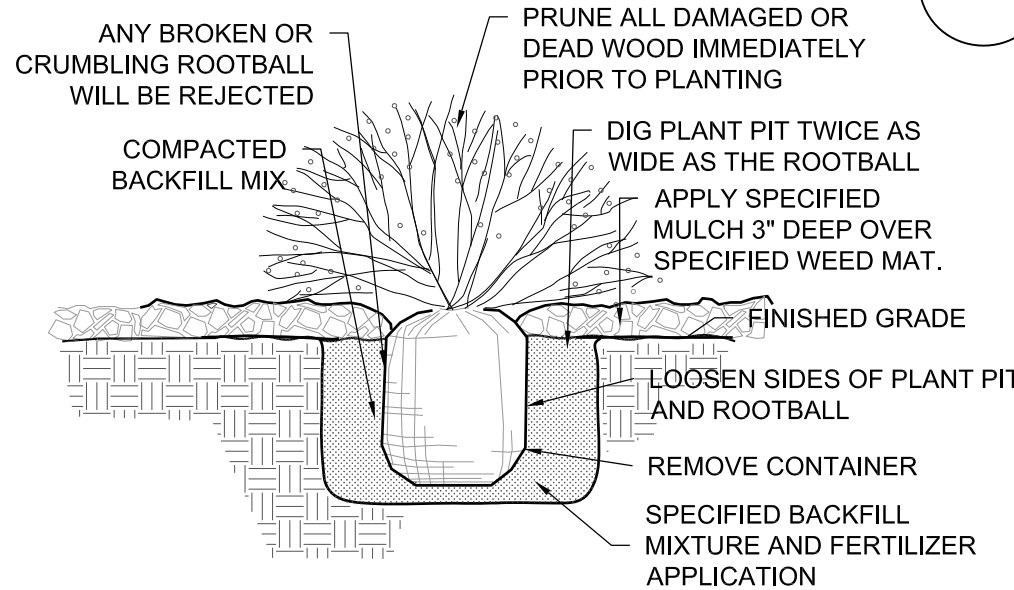
MODULAR BLOCK RETAINING WALL:

1. BLOCK WALL SHALL BE MODULAR BLOCK (ALLAN BLOCK, ASHLAR BLEND OR EQUIVALENT) WITH COLORS COMPLEMENTING HOUSE FACADES.
2. REFER TO PLANS FOR WALL LOCATIONS



NOTES:

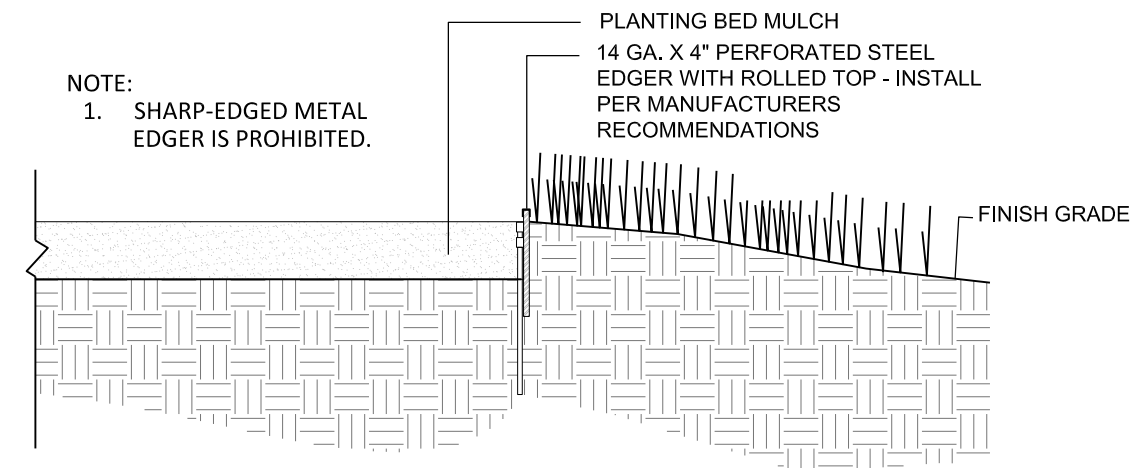
1. ANY BROKEN OR CRUMBLING ROOTBALLS WILL BE REJECTED. REMOVING THE CONTAINERS WILL NOT BE AN EXCUSE FOR DAMAGED ROOTBALLS
2. HOLD GRADE 1" BELOW EDGE OF WALK OR CURB.
3. ALL JUNIPER PLANTS SHOULD BE PLANTED SO TOP OF ROOT MASS OCCURS AT FINISH GRADE OF MULCH LAYER
4. SHRUBS PLANTED WITHIN THE DRAIN STRIP OR SCREE AREAS SHALL HAVE A 12" DIAMETER RING OF MULCH AT THE BASE OF EACH SHRUB
5. PLANT ALL SHRUBS AND ANDD MULCH RING PRIOR TO PLACING ROCK



5 SHRUB PLANTING
OR APPROVED EQUAL SCALE: NTS

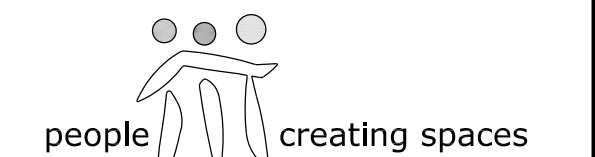
NOTE:

1. SHARP-EDGED METAL EDGER IS PROHIBITED.



6 STEEL EDGER
OR APPROVED EQUAL SCALE: NTS

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4 RETAINING WALLS AT BOCCO COURT
OR APPROVED EQUAL SCALE: NTS

7 ORNAMENTAL GRASS PLANTING
OR APPROVED EQUAL SCALE: NTS

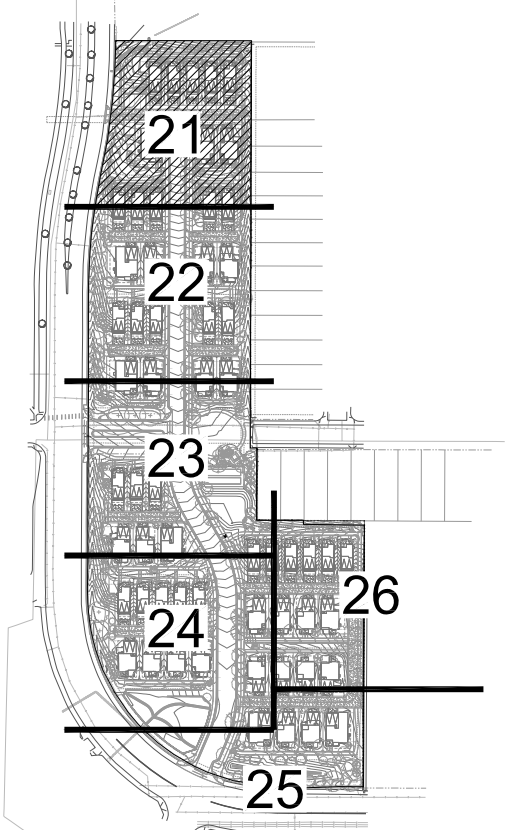
PRELIMINARY/OFFICIAL DEVELOPMENT PLAN

CONNECTIONS SUBDIVISION, SHERIDAN PARK NORTH FILING NO. 1, REPLAT

PLANNED UNIT DEVELOPMENT







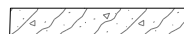




IN THE CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO

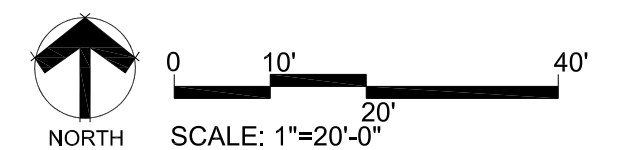
SHEET 21 OF 67



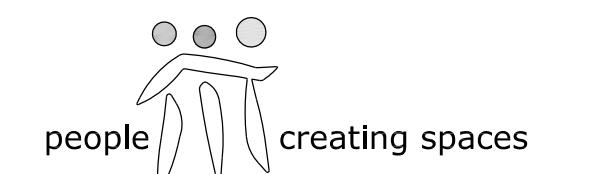
KEY MAP

LEGEND

-  BOLLARD LIGHT
-  BRICK COLUMNS AND STEEL FENCE
-  WOOD FENCE
-  VINYL FENCE
-  VINYL FENCE W/ LATTICE TOP
-  BOCCIE SURFACE
-  CRUSHER FINES
-  ROCK MULCH
-  SEED MIX
-  BOCCIE SURFACE
-  WOOD MULCH



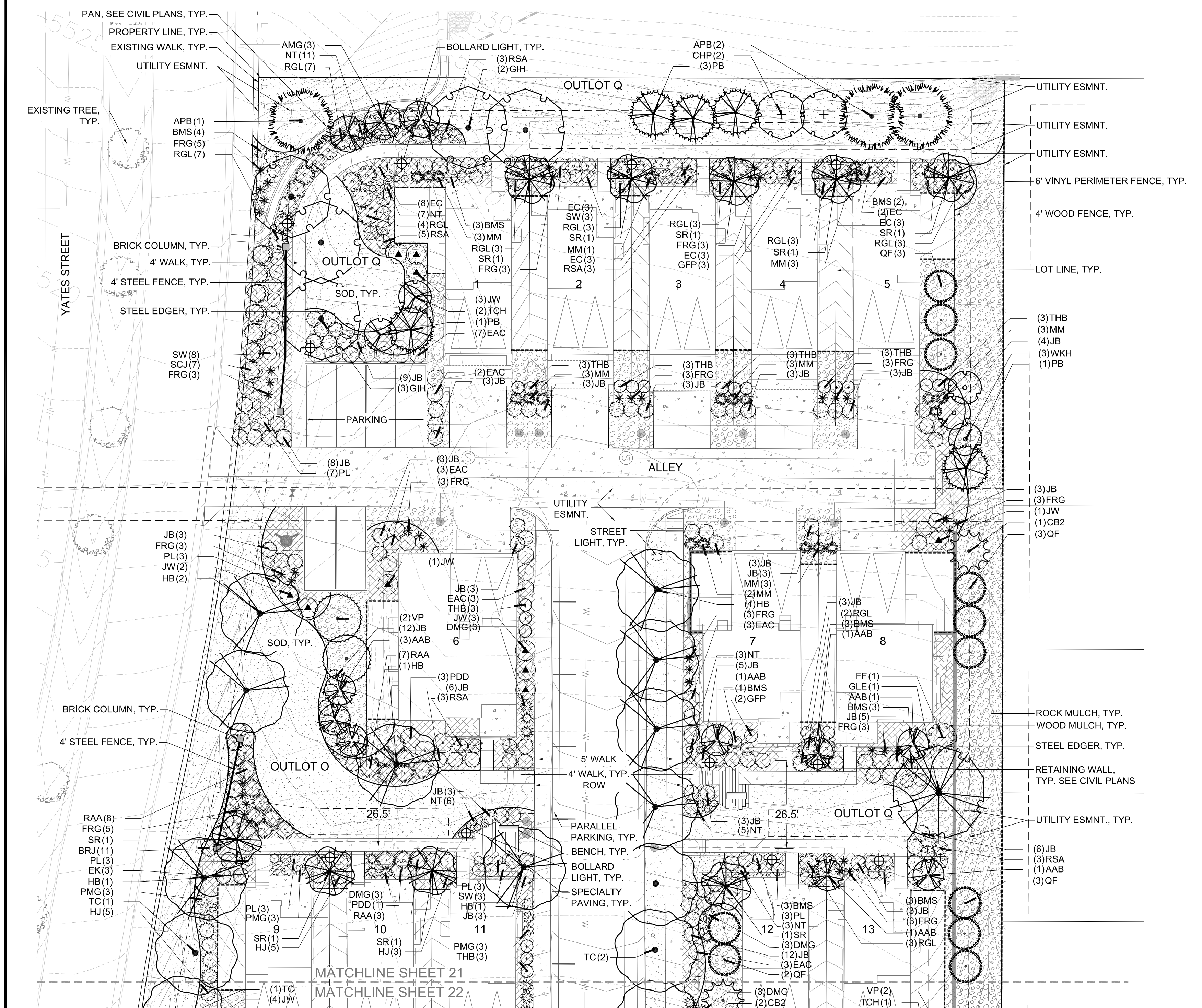
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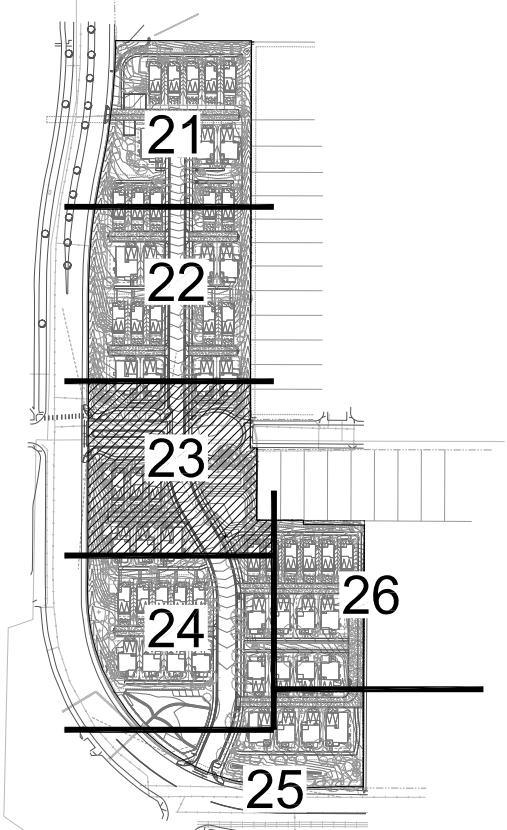
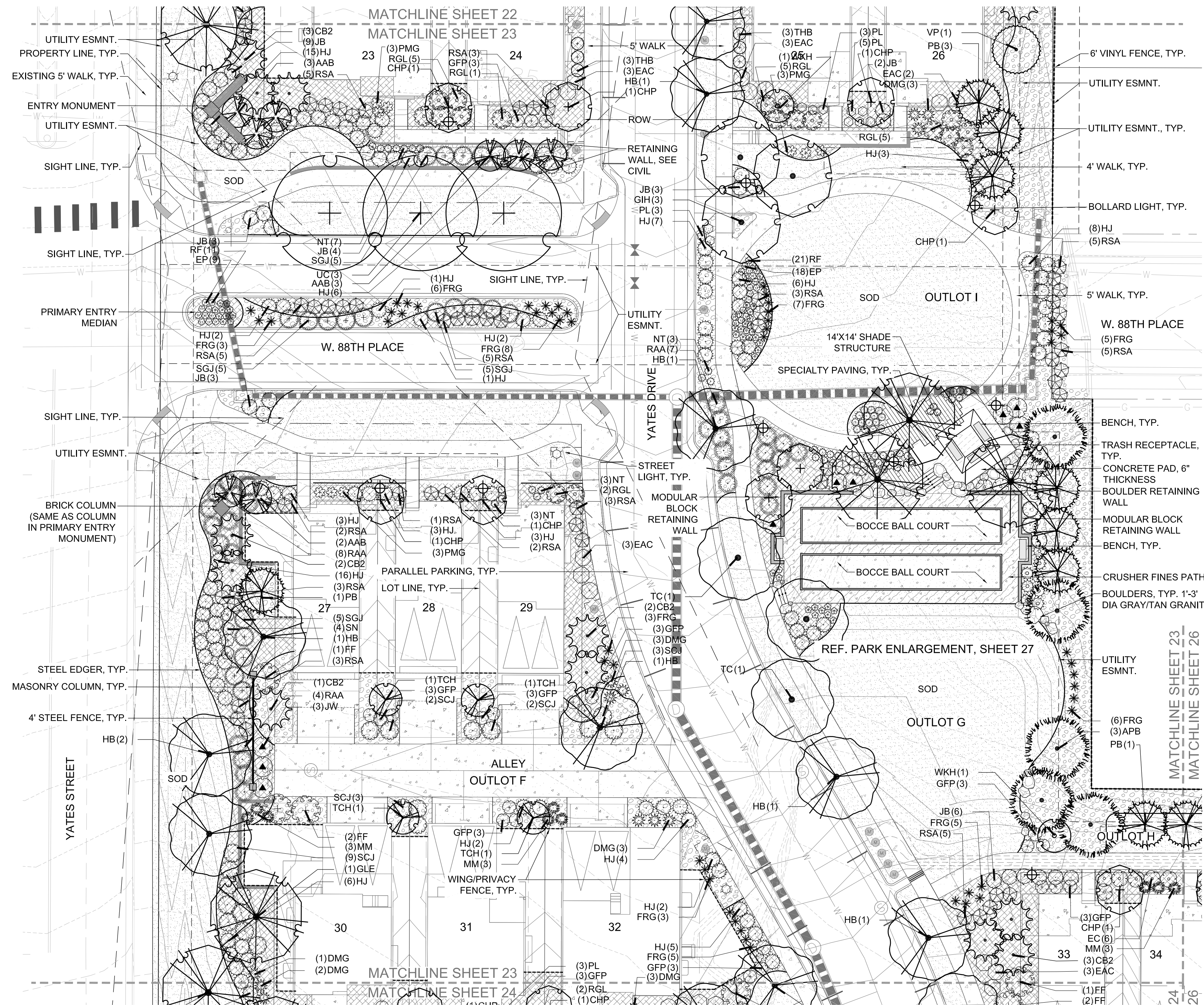
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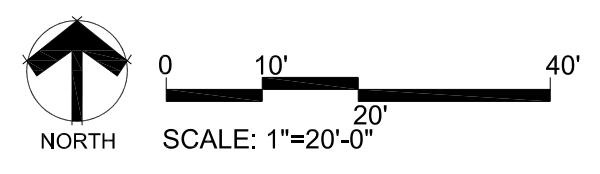
PLANNED UNIT DEVELOPMENT
IN THE CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO
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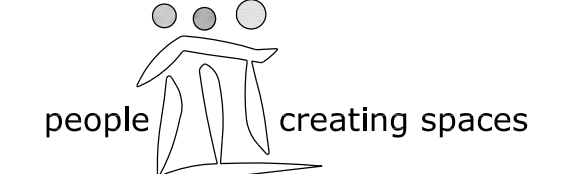
KEY MAP

LEGEND

- BOLLARD LIGHT
- BRICK COLUMNS AND STEEL FENCE
- WOOD FENCE
- VINYL FENCE
- VINYL FENCE W/ LATTICE TOP
- BOCCIE SURFACE
- CRUSHER FINES
- ROCK MULCH
- SEED MIX
- BOCCIE SURFACE
- WOOD MULCH



PLANNING & LANDSCAPE ARCHITECTURE

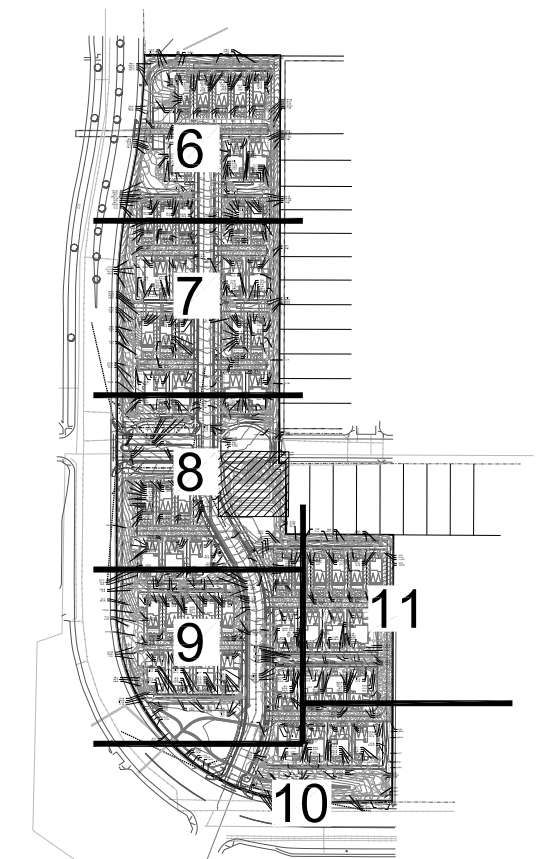
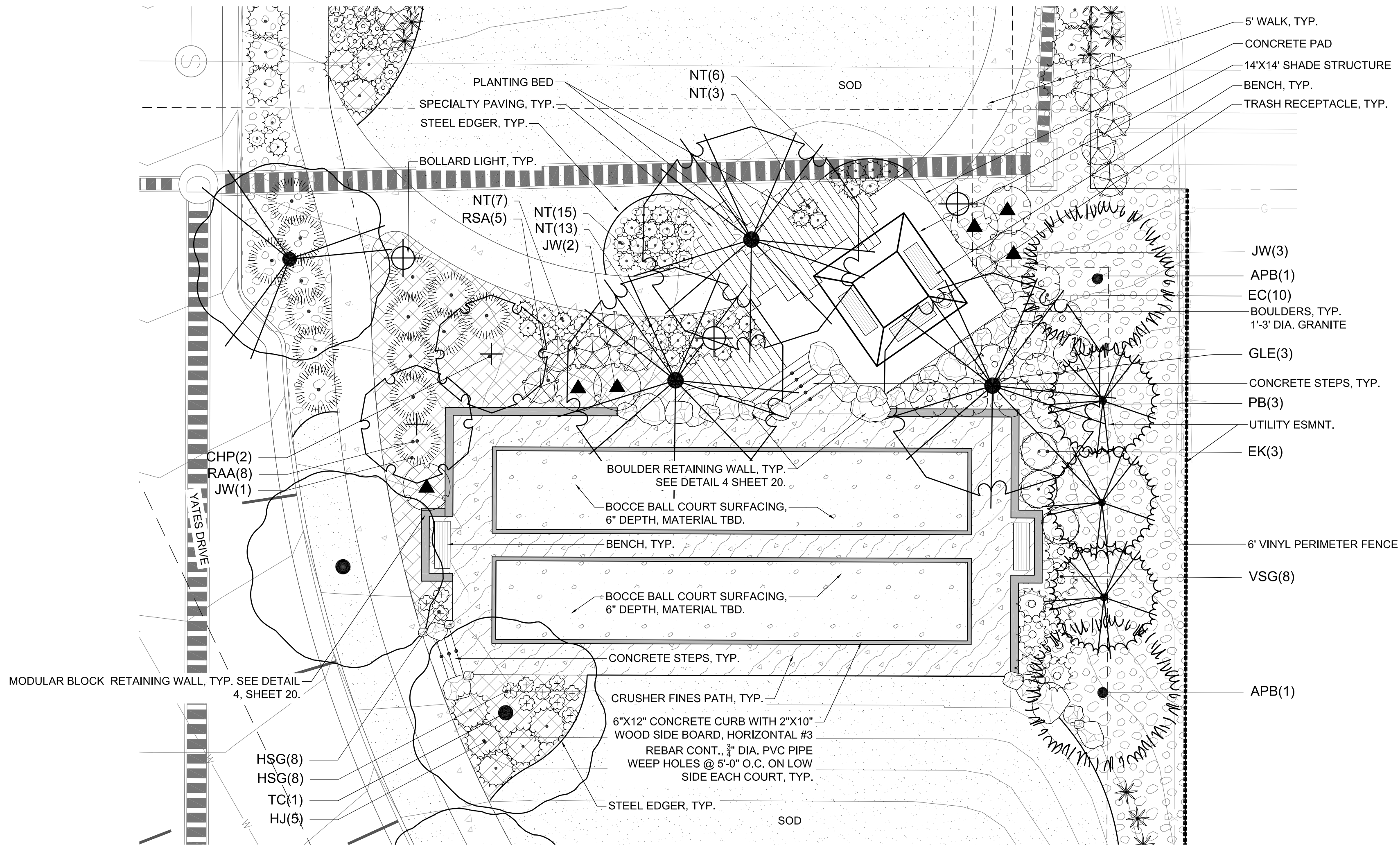


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DATE: APRIL 06, 2016
SHEET: 23 OF 67






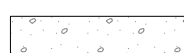
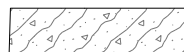
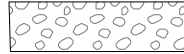
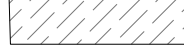


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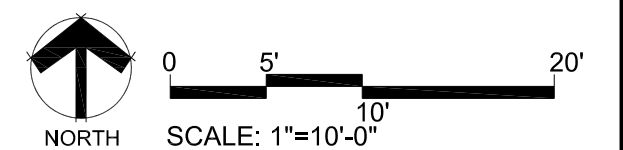
PRELIMINARY/OFFICIAL DEVELOPMENT PLAN
CONNECTIONS SUBDIVISION, SHERIDAN PARK NORTH FILING NO. 1, REPLAT
 PLANNED UNIT DEVELOPMENT
 IN THE CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO
 SHEET 27 OF 67



KEY MAP

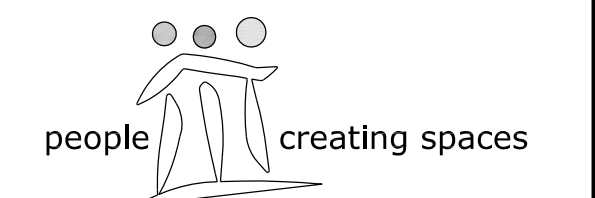
LEGEND

-  BOLLARD LIGHT
-  BRICK COLUMNS AND STEEL FENCE
-  WOOD FENCE
-  VINYL FENCE
-  VINYL FENCE W/ LATTICE TOP
-  BOCCÉ SURFACE
-  CRUSHER FINES
-  ROCK MULCH
-  SEED MIX
-  BOCCÉ SURFACE
-  WOOD MULCH



PARK ENLARGEMENT

PLANNING & LANDSCAPE ARCHITECTURE



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TITLE: LANDSCAPE PLAN
 DATE: APRIL 06, 2016
 SHEET: 27 OF 67

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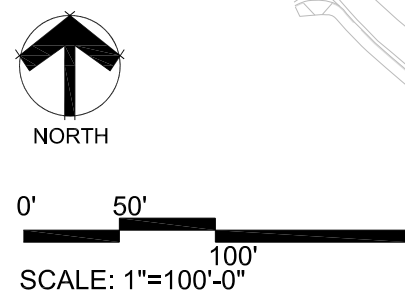
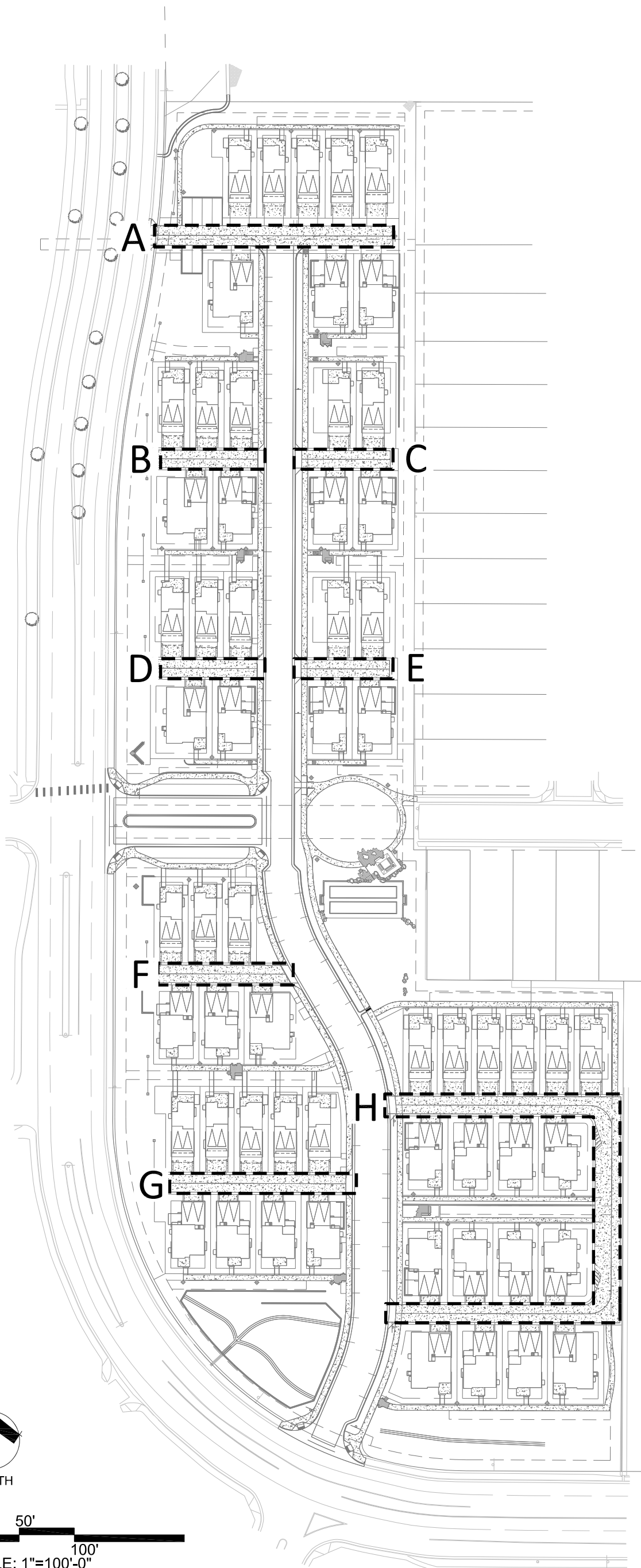
PRELIMINARY/OFFICIAL DEVELOPMENT PLAN

CONNECTIONS SUBDIVISION, SHERIDAN PARK NORTH FILING NO. 1, REPLAT

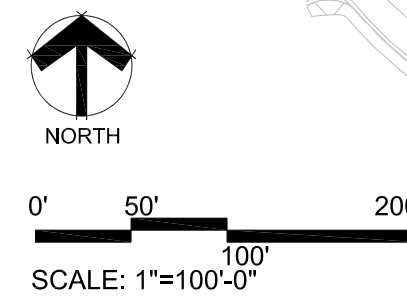
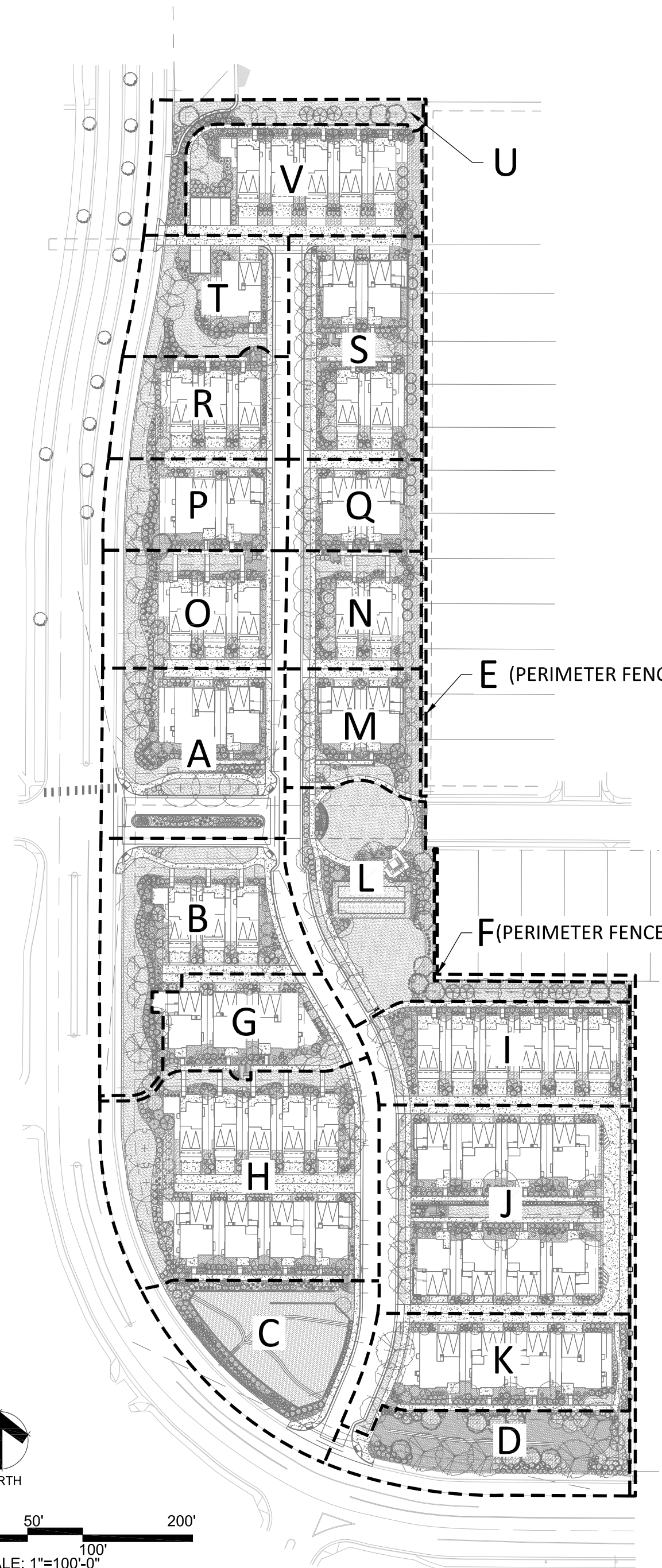
PLANNED UNIT DEVELOPMENT
IN THE CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 28 OF 67

NOTES:

1. ALL ALLEY CONCRETE PHASES TO BE COMPLETED PRIOR TO LANDSCAPE PHASES.
2. ALLEY AND LANDSCAPE IMPROVEMENTS HAVE BEEN DIVIDED INTO SEPARATE CONSTRUCTION PHASES. ULTIMATE SEQUENCE OF THE PHASES MAY VARY DEPENDING ON MODEL HOME LOCATIONS AND CONSTRUCTION EFFICIENCY. ULTIMATE SEQUENCE OF THE PHASES TO BE COORDINATED WITH DEVELOPER AND CITY AND APPROVED BY THE CITY OF WESTMINSTER.

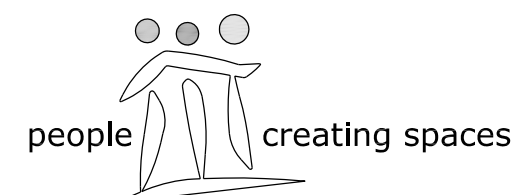


ALLEY CONCRETE PHASING PLAN



LANDSCAPE PHASING PLAN

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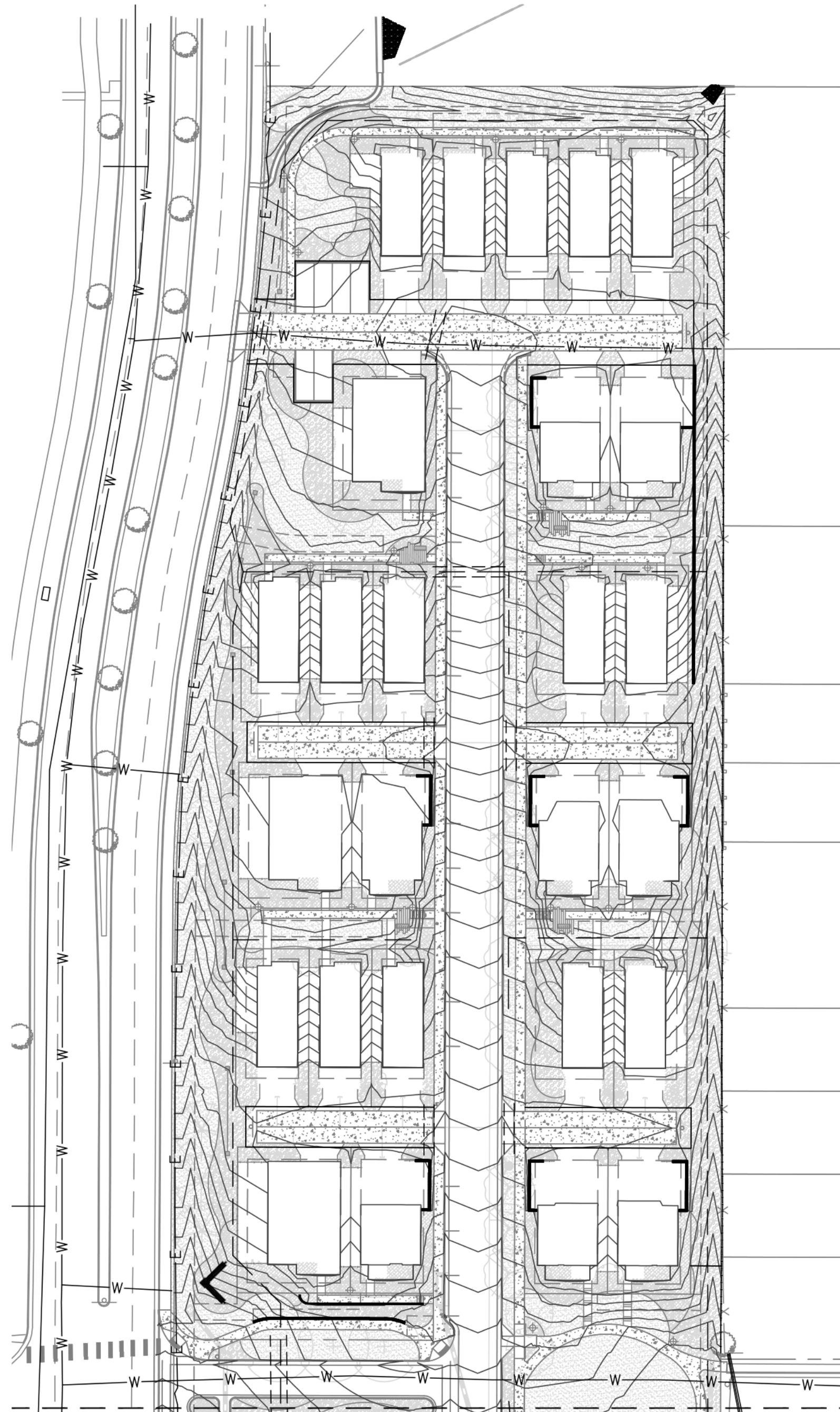
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TITLE: LANDSCAPE PHASING PLAN
DATE: APRIL 06, 2016
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CONNECTIONS SUBDIVISION, SHERIDAN PARK NORTH FILING NO. 1, REPLAT
 PLANNED UNIT DEVELOPMENT
 IN THE CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO
 SHEET 29 OF 67



MATCHLINE - SEE SHEET 29

CITY OF WESTMINSTER NOTES

1. THIS IRRIGATION PLAN, AND SUBSEQUENT CONSTRUCTION DOCUMENTS, WILL CONFORM TO REQUIREMENTS OF THE LANDSCAPE REGULATIONS, 2004 EDITION.
2. FINAL IRRIGATION DESIGN WILL NOT EXCEED A MAXIMUM IRRIGATION TIME LIMIT OF 8 HOURS EVERY OTHER DAY.
3. IRRIGATION CONTROLLERS SHALL HAVE THE CAPABILITY TO ALLOW FOR SEASONAL ADJUSTMENTS, INCLUDING GLOBAL WATER BUDGET CONTROLS. ALL CONTROLLERS SHALL ALLOW FOR MULTIPLE PROGRAMS AND START TIMES, SCHEDULES, AND INDIVIDUAL TIME SETTINGS DOWN TO THE MINUTE. CONTROLLERS, EXCLUDING SINGLE FAMILY DETACHED, SHALL USE EVAPORTRANSPIRATION OR SOIL MOISTURE BASED PROGRAMMING, INCLUDING EITHER LOCAL SENSORS, REMOTE OR HISTORIC ET RATE BASED SCHEDULING, OR SOIL MOISTURE SENSORS.
4. IRRIGATION CONTROLLERS INSTALLED BY THE DEVELOPER/BUILDER SHALL BE CAPABLE OF A MINIMUM OF 9 ZONES FOR SINGLE-FAMILY OR DUPLEX LOTS LESS THAN 10,000 SQUARE FEET IN AREA. LOTS 10,000 SQUARE FEET AND LARGER SHALL REQUIRE AN IRRIGATION CONTROLLER OF A MINIMUM OF 12 ZONES.
5. FINAL IRRIGATION DESIGN SHALL BE CAPABLE OF SUPPLYING A SUFFICIENT NUMBER OF INCHES OF WATER PER WEEK TO THE TOTAL IRRIGATED AREA IN ORDER TO MAINTAIN THE HEALTH OF THE PLANT.
6. FINAL IRRIGATION DESIGN SHOULD MINIMIZE WATER RUNOFF OF BERMS AND SLOPES AND AVOID OVERSPRAY ONTO NON-LANDSCAPE AREAS.


HYDROZONE DESIGN INTENT

SITE UTILIZES POTABLE WATER FROM PROPOSED 1.5-INCH TAP WITH A SUPPLY OF 40 GPM.

- NON-IRRIGATED MULCH AREAS WILL NOT BE PROVIDED IRRIGATION.
- PLANTING BED AREAS SHALL UTILIZE POINT-SOURCE DRIP IRRIGATION.
- NATIVE SEED IN DETENTION AREA WILL BE TEMPORARILY IRRIGATED FOR ESTABLISHMENT ONLY.
- SOD AREAS WILL UTILIZE EITHER POP-UP ROTOR OR SPRAY HEADS IN AREAS GREATER THAN 8 FEET.
- SOD AREAS LESS THAN 8 FEET IN WIDTH SHALL BE IRRIGATED UTILIZING SUB-SURFACE DRIP IRRIGATION.


MPi Designs, LLC
 P.O. BOX 345
 Windsor, CO 80550
 970.402.3047
 irrigationlady@gmail.com

PLANNING & LANDSCAPE ARCHITECTURE


 people creating spaces

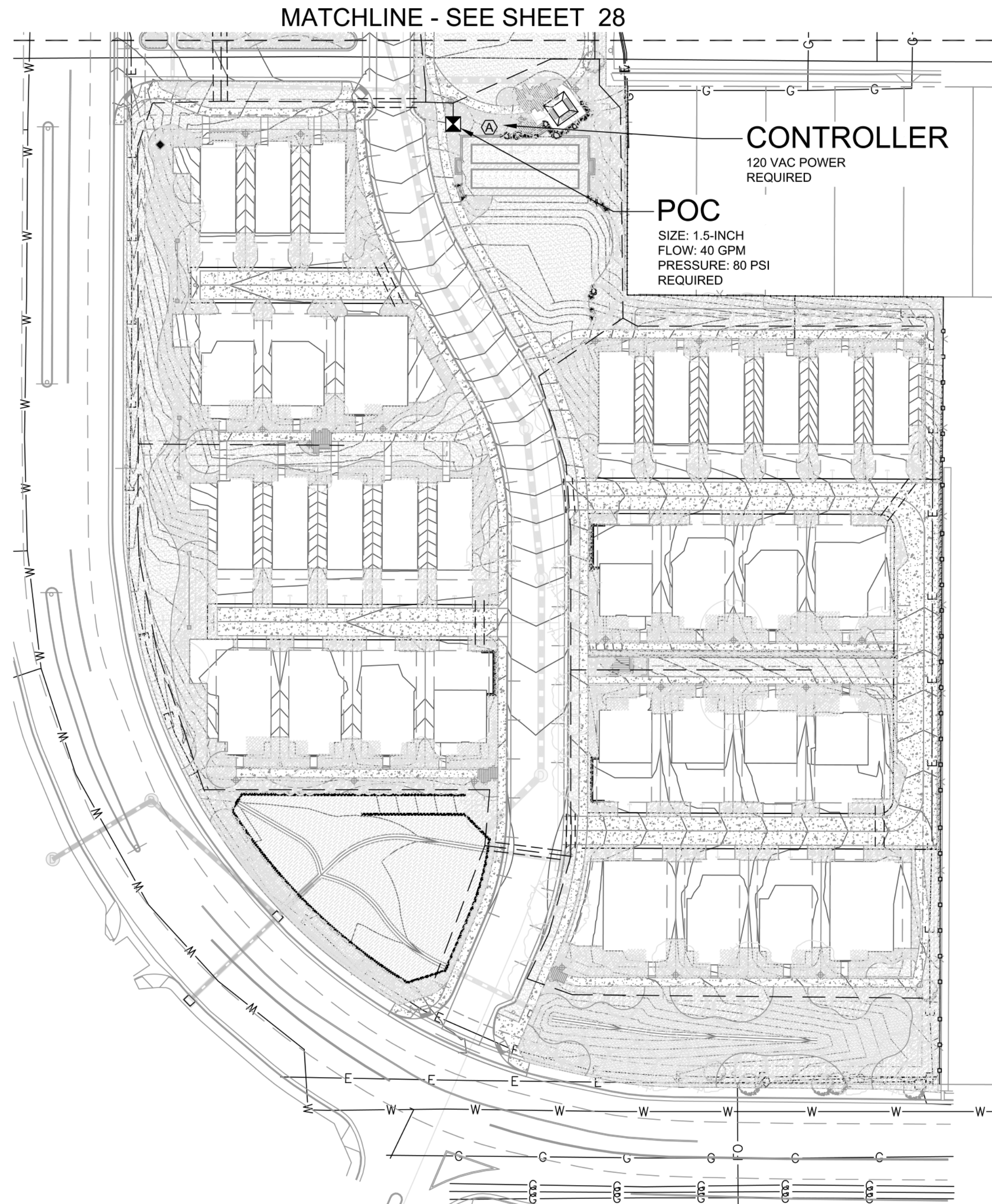
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TITLE: IRRIGATION MASTER PLAN
 DATE: APRIL 06, 2016
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CONNECTIONS SUBDIVISION, SHERIDAN PARK NORTH FILING NO. 1, REPLAT
 PLANNED UNIT DEVELOPMENT
 IN THE CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO
 SHEET 30 OF 67



CITY OF WESTMINSTER NOTES

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2. FINAL IRRIGATION DESIGN WILL NOT EXCEED A MAXIMUM IRRIGATION TIME LIMIT OF 8 HOURS EVERY OTHER DAY.
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TITLE: IRRIGATION MASTER PLAN
 DATE: APRIL 06, 2016
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FOURTH AMENDED OFFICIAL DEVELOPMENT PLAN SHERIDAN PARK NORTH FILING NO. 1 FOR BLOCK 3

A PLANNED UNIT DEVELOPMENT IN THE
CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 31 OF 67

ARCHITECTURE FOR SINGLE FAMILY RESIDENCES

- A VARIETY OF HOME MODELS/ELEVATIONS WILL CREATE A STREETScape OF VISUAL INTEREST AND CONTINUITY WHILE AVOIDING MONOTONY. - TMUND
- A MINIMUM OF FOUR DISTINCTLY DIFFERENT HOME MODELS SHALL BE BUILT WITHIN EACH STREETScape AS DEFINED BY THE SINGLE FAMILY DETACHED (SFD) GUIDELINES. - SFD
- TMUND CONFORMANCE:
EXCEPTIONS & LIMITATIONS: THE TMUND DESIGN GUIDELINES (IN SECTION B - PURPOSE AND APPLICATION) RECOGNIZE THAT "EVERY PROJECT IS UNIQUE AND REQUIRES A REVIEW ON A CASE-BY-CASE BASIS. THIS PROCESS DEPENDS ON THE EXERCISE OF DISCRETIONARY JUDGEMENT. WHILE SOME GUIDELINES INCLUDE QUANTITATIVE STANDARDS, MOST REQUIRE QUALITATIVE INTERPRETATION. THE APPROVING AGENCY HAS THE LATITUDE TO INTERPRET THE GUIDELINES PROVIDED PROPOSED PROJECTS MEETS THEIR INTENT. - TMUND
- NO SINGLE FAMILY DWELLING UNIT OF THE SAME MODEL SHALL BE BUILT ON ADJACENT LOTS, NOR SHALL MORE THAN 30% OF THE SAME MODEL BE BUILT IN ANY STREETScape AS DEFINED BY THE SFD UNLESS NOTED OTHERWISE WITHIN THIS ODP. - SFD
- ALL THREE-STORY MODELS SHALL BE DESIGNED WITH PROJECTIONS AND/OR RECESSES. - SFD
- ENTRY PORCHES ARE AN IMPORTANT STREETScape ELEMENT, EXTENDING IN FRONT OF THE MAIN FACADE AND ARE A MINIMUM OF 1/3 OF THE BUILDING FRONT FACADE AS WELL AS COVERED AND RAISED AS DEFINED BY THE TMUND GUIDELINES. - TMUND
- FRONT PORCHES WILL HAVE AN UNOBSTRUCTED 80 SQUARE FOOT MINIMUM WITH A 6-FOOT MINIMUM DEPTH PROVIDED ON AT LEAST 50% OF THE APPROVED MODELS. - SFD
- SIDE OR REAR YARD PATIOS WILL HAVE AN UNOBSTRUCTED 120 SQUARE FEET MINIMUM PROVIDED AT ALL RESIDENCES. - SFD
- STAIRS WILL NOT ENCRoACH INTO THE RIGHT OF WAY. - SFD
- INTERIOR GARAGE DIMENSIONS SHALL BE 20 FEET IN WIDTH AND 22 FEET IN DEPTH U.N.O. - TMUND / SFD (SEE THE EXCEPTIONS SECTION ON SHEET 2 OF 67 OF THIS ODP).
- ALL REAR-LOADED GARAGES WITH A SETBACK OF 30 FEET OR MORE WILL BE PROVIDED ON AT LEAST 75% OF THE MODELS AND RESIDENCES BUILT.
- STEPS AND/OR LANDING AREAS WITHIN THE GARAGE WILL NOT ENCRoACH INTO THE INTERIOR PARKING AREA OF 18 FOOT WIDTH AND 19 FOOT LENGTH.
- ALLEY LOADED GARAGE SITE PLAN LAYOUT SHALL MINIMIZE GARAGE VISIBILITY FROM THE STREET. - TMUND
- GARAGES CANNOT BE USED AS OR CONVERTED TO LIVING SPACE. - TMUND
- ALL DWELLING UNITS SHALL PROVIDE A MINIMUM TWO-CAR GARAGE. - TMUND / SFD
- GARAGE DOORS SHALL HAVE A MINIMUM HEIGHT OF 7 FEET AND A MINIMUM WIDTH OF 16 FEET FOR A DOUBLE-CAR GARAGE. - SFD (MODIFIED)
- ALL GARAGE DOORS WILL INCLUDE GLAZING IN THE DESIGN OF AT LEAST 50% OF THE MODELS AND RESIDENCES BUILT, AND THE WINDOW DESIGN WILL COMPLIMENT THE STYLE OF THE HOUSE WINDOWS.
- 30% OR MORE MASONRY SHALL BE INSTALLED ON FRONT ELEVATIONS. - SFD (SEE THE EXCEPTIONS SECTION ON SHEET 2 OF 67 OF THIS ODP).
- ENHANCED ELEVATIONS WILL BE LOCATED ALONG YATES STREET AND YATES DRIVE. - SFD (MODIFIED)
- A HORIZONTAL OFFSET OR PROJECTION/RECESS (4 FT MINIMUM) WILL BE PROVIDED ON A MINIMUM OF 50% OF THE FRONT ELEVATIONS OF ALL MODELS. - SFD
- MODELS SHALL HAVE DISTINCTLY DIFFERENT ROOF FORMS/LINES/PROFILES. - SFD
- MODELS SHALL HAVE DISTINCTLY DIFFERENT FACADE COMPOSITIONS CONSISTING OF DIFFERENT WINDOW AND DOOR STYLES AND PLACEMENT. - SFD
- MODELS SHALL HAVE DISTINCTLY DIFFERENT ENTRY TREATMENTS AND LOCATIONS INCLUDING PORCHES, COLUMNS, ETC. - SFD
- ALL ROOFS SHALL HAVE 1-FOOT MINIMUM OVERHANGING EAVES U.N.O. - SFD
- ROOF SLOPES SHALL HAVE A MINIMUM SLOPE OF 5:12, UNLESS NOTED OTHERWISE FOR MODELS WITH 4:12 ROOFS. EXCEPTIONS TO ROOF SLOPES MAY BE MADE, AT THE CITY'S DISCRETION, FOR UNIQUE ARCHITECTURAL DESIGNS. - SFD (MODIFIED)
- ROOF BREAKS WILL OCCUR ON A MINIMUM OF 50% OF ALL MODELS. - SFD
- ROOFING AT SINGLE FAMILY RESIDENCES SHALL BE ARCHITECTURAL GRADE ASPHALT SHINGLES U.N.O. - SFD
- ALL EXTERIOR SIDING/VENEER WALL MATERIALS WILL EXTEND TO 6 INCHES ABOVE THE FINAL GRADE.
- ALL NOTES, SYMBOLS AND LABELS ARE TYPICAL BETWEEN ALL MODELS AND ELEVATIONS.
- ALL HOME MODELS WILL BE PROVIDED WITH RESIDENTIAL FIRE SPRINKLERS.
- ANY ROOF OVERHANGS OR OTHER ENCRoACHMENTS INTO THE SETBACKS WILL BE FIRE-RESISTIVE RATED.

ANTI-MONOTONY

- SEVEN UNIQUE FLOOR PLANS CONSISTING OF TWO ELEVATION STYLES PER PLAN.
THREE TOTAL ELEVATION STYLES WILL BE OFFERED THROUGHOUT THE DEVELOPMENT.
- VARYING WINDOW/DOOR LOCATIONS AND TRIM DETAILS
- DISTINCTLY DIFFERENT PORCH FORMS AND LOCATIONS
- DISTINCTLY DIFFERENT ROOF FORMS AND LINES
- PLANS OFFER TWO-CAR ALLEY LOADED GARAGES

GENERAL ARCHITECTURE
TITLE: INFORMATION
DATE: APRIL 05, 2016
SHEET: 31 OF 67



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A PLANNED UNIT DEVELOPMENT IN THE
CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 32 OF 67

GENERAL ARCHITECTURE CRITERIA TABLE														
MODEL:	PLAN 201 ELEVATION A	PLAN 201 ELEVATION C	PLAN 202 ELEVATION B	PLAN 202 ELEVATION C	PLAN 203 ELEVATION A	PLAN 203 ELEVATION C	PLAN 3010 ELEVATION D	PLAN 3010 ELEVATION E	PLAN 3020 ELEVATION E	PLAN 3020 ELEVATION F	PLAN 3030 ELEVATION D	PLAN 3030 ELEVATION F	PLAN 3621 ELEVATION D	PLAN 3621 ELEVATION E
ENTRY PORCH 1/3 ON BUILDING FRONT	X	X	X	X	X	X	X	X	X	X	X	X	X	X
ENTRY PORCH MIN. 80 S.F.	X	X	X	X	X	X	X	X	X	X	X	X	X	X
ENTRY PORCH COVERED	X	X	X	X	X	X	X	X	X	X	X	X	X	X
ENTRY PORCH MIN. 6 FT. RAIL TO WALL	X	X					X	X	X	X	X	X	X	X
ENTRY PORCH RAISED	X	X	X	X	X	X	X	X	X	X	X	X	X	X
GARAGE INTERIOR 20' x 22'							X	X					X	X
GARAGE STAIRS NOT IN 18' x 19' PKG.	X	X	X	X	X	X	X	X	X	X	X	X	X	X
GARAGE HAS 2 PKG. SPACES	X	X	X	X	X	X	X	X	X	X	X	X	X	X
GARAGE OVERHEAD DOOR WIDTH 16 FT.	X	X	X	X	X	X	X	X	X	X	X	X	X	X
30% FRONT MASONRY	X	X	X	X	X	X	X	X		X		X		
OPTIONAL SIDE ENHANCED ELEVATION	X	X	X	X	X	X	X	X	X	X	X	X	X	X
HORIZONTAL 4 FT. OFFSET AT FRONT *	X	X	X	X					X	X			X	X
ROOF BREAKS *	X	X	X	X	X	X	X	X	X	X	X	X	X	X
MAIN ROOF PLAIN AT 5/12 MIN. SLOPE	X	X	X	X	X	X	X	X	X	X	X	X	X	X
ROOF OVERHANG 1 FT. MINIMUM	X	X	X	X	X	X	X	X	X	X	X	X	X	X
PATIO/DECK 120 S.F. UNOBSTRUCTED AREA ON ALL MODELS	X	X	X	X	X	X	X	X	X	X	X	X	X	X

* MINIMUM OF 50% OF MODELS

GENERAL ARCHITECTURE
TITLE: INFORMATION
DATE: APRIL 05, 2016
SHEET: 32 OF 67



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A PLANNED UNIT DEVELOPMENT IN THE
CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 33 OF 67



PLAN 201 ELEVATION A



PLAN 202 ELEVATION B



PLAN 203 ELEVATION A



PLAN 201 ELEVATION C



PLAN 202 ELEVATION C



PLAN 203 ELEVATION C

SCALE: 1/8"=1'-0"
0 4 8 16



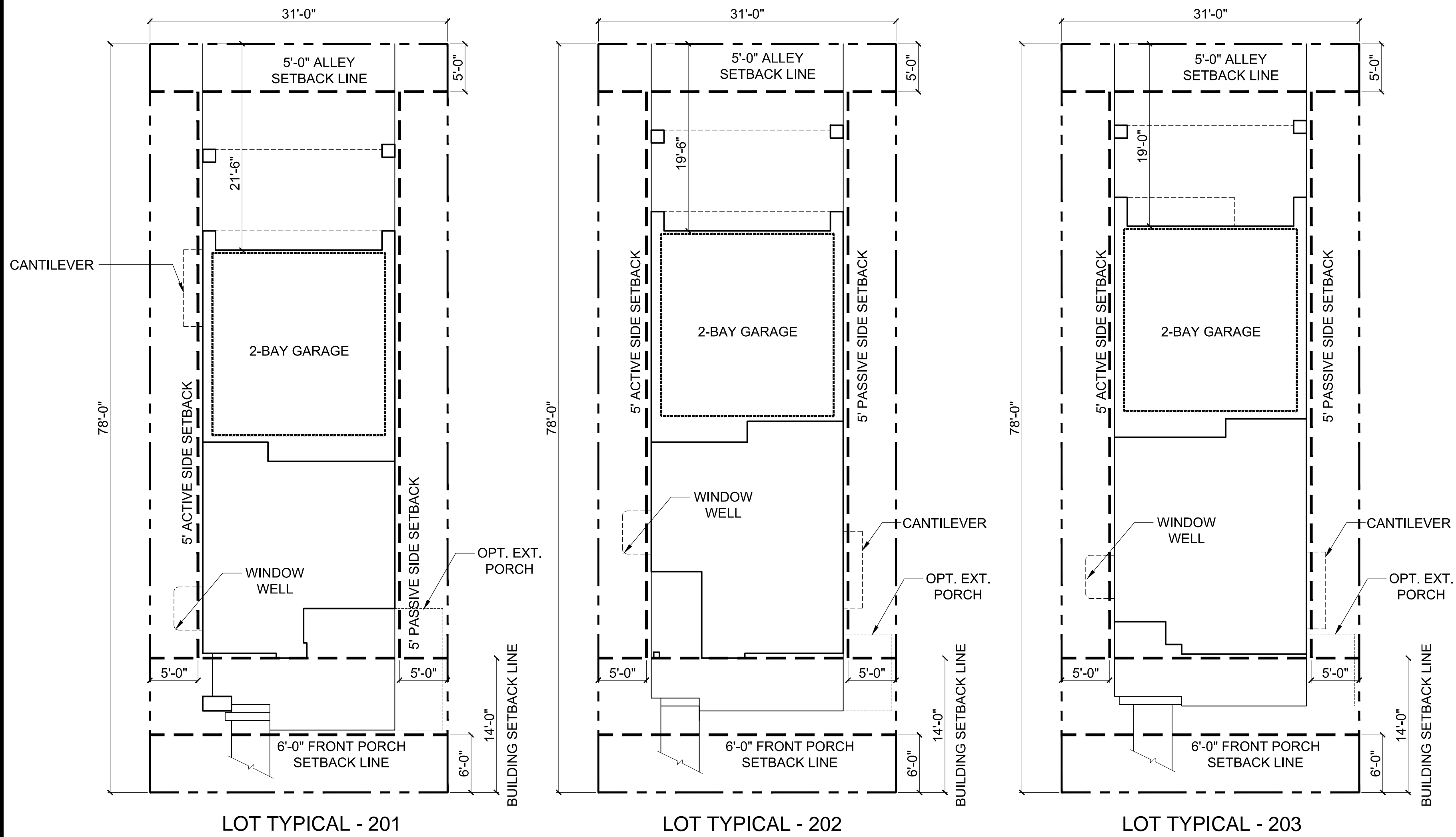
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DATE: APRIL 05, 2016
SHEET: 33 OF 67



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A PLANNED UNIT DEVELOPMENT IN THE
CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 34 OF 67



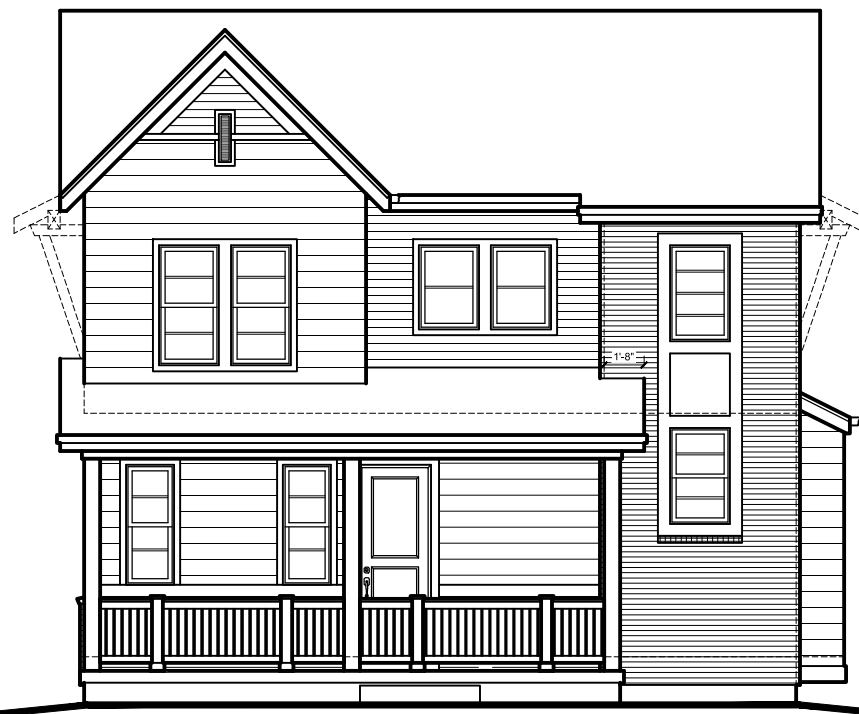
TITLE: LOT TYPICALS
DATE: APRIL 05, 2016
SHEET: 34 OF 67



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A PLANNED UNIT DEVELOPMENT IN THE
CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 35 OF 67



PLAN 3010 ELEVATION D



PLAN 3020 ELEVATION E



PLAN 3030 ELEVATION D



PLAN 3010 ELEVATION E



PLAN 3020 ELEVATION F



PLAN 3030 ELEVATION F

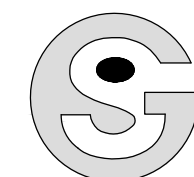


PLAN 3621 ELEVATION D



PLAN 3621 ELEVATION E

SCALE: 1/8"=1'-0"
0 4 8 16



Godden | Sudik
ARCHITECTS

BERKELEY
HOMES



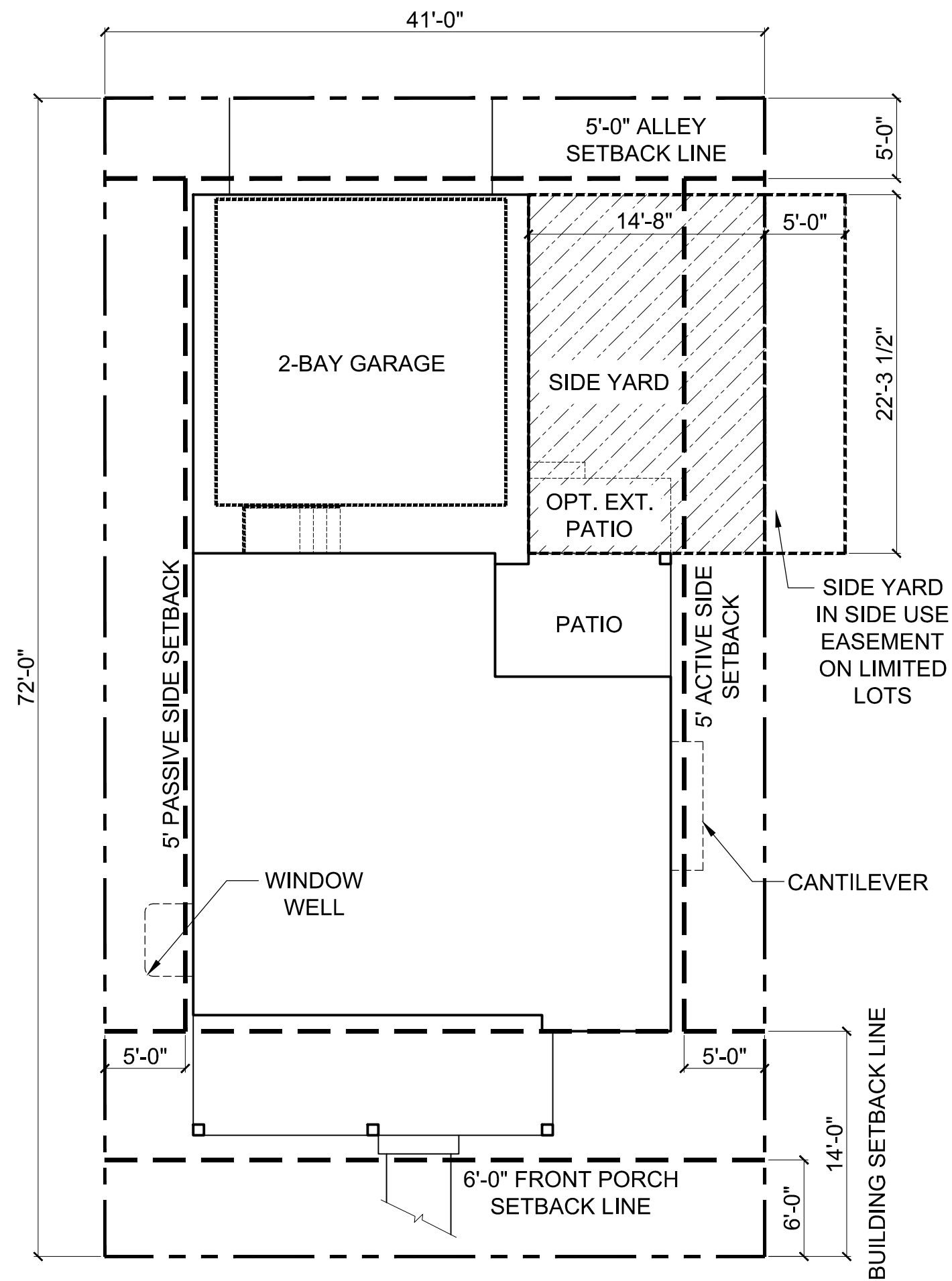
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DATE: APRIL 05, 2016
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Calibre

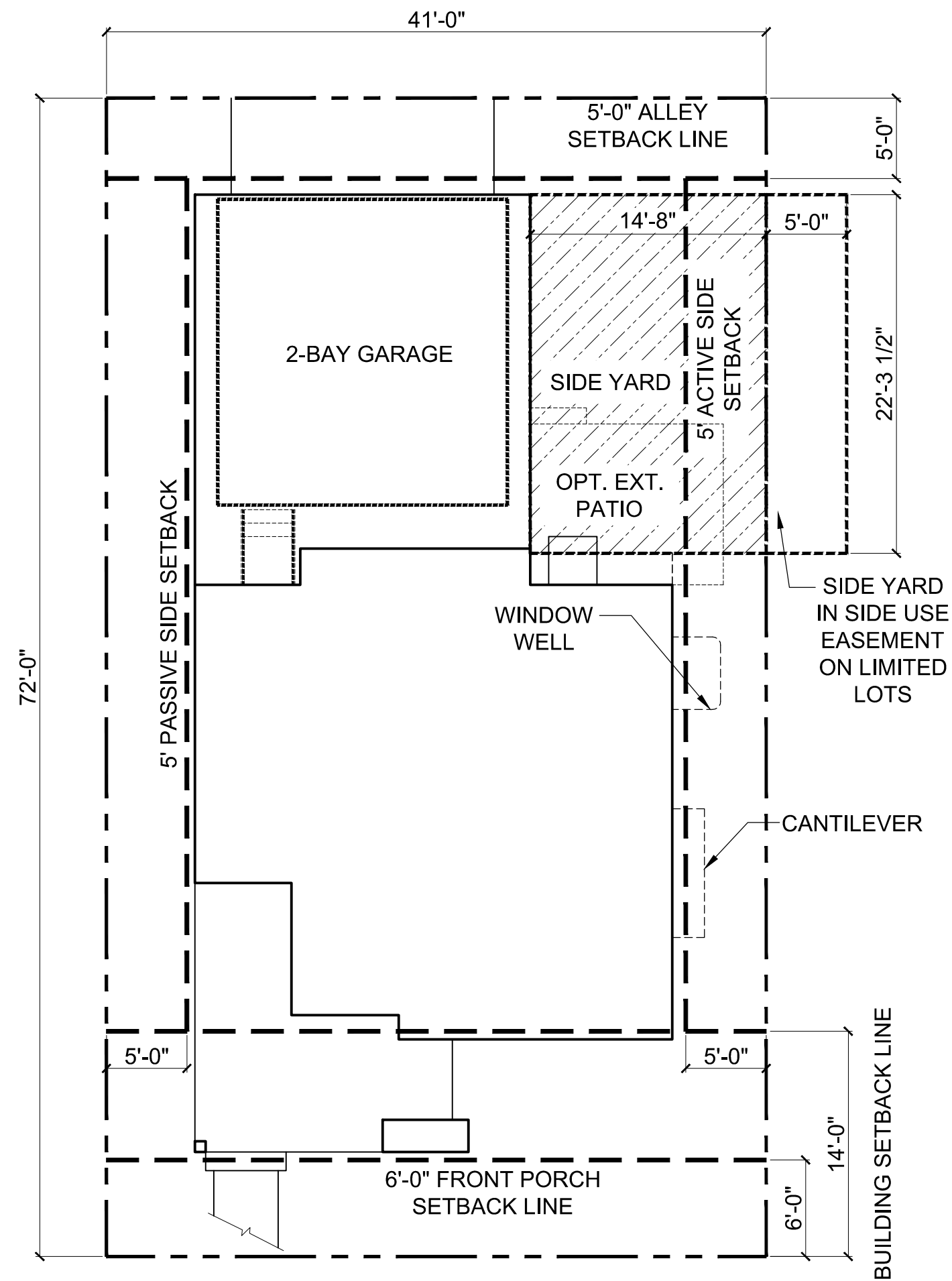
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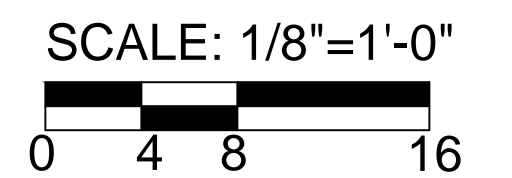
A PLANNED UNIT DEVELOPMENT IN THE
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SHEET 36 OF 67



LOT TYPICAL - 3010



LOT TYPICAL - 3020



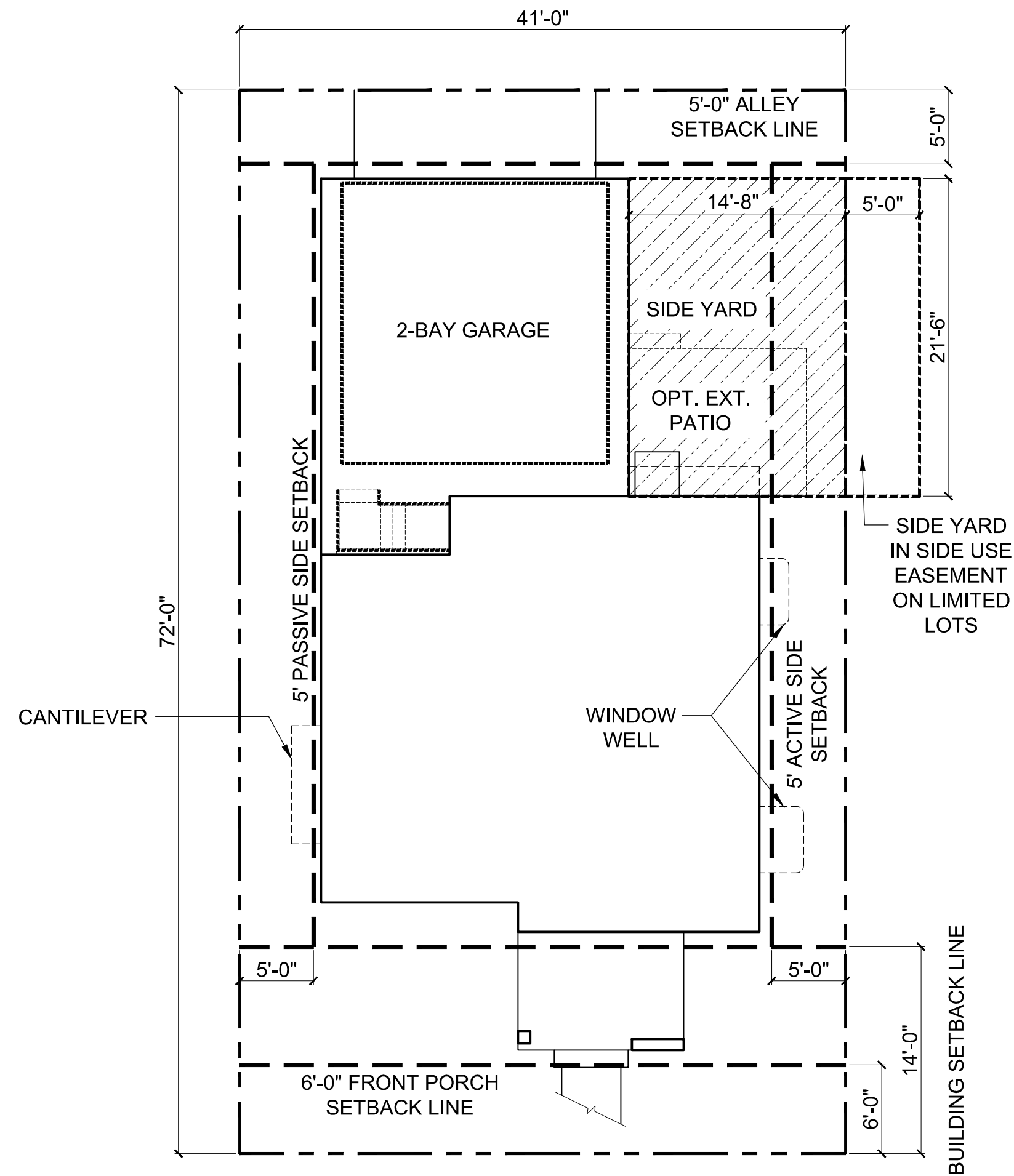
TITLE: LOT TYPICALS
DATE: APRIL 05, 2016
SHEET: 36 OF 67



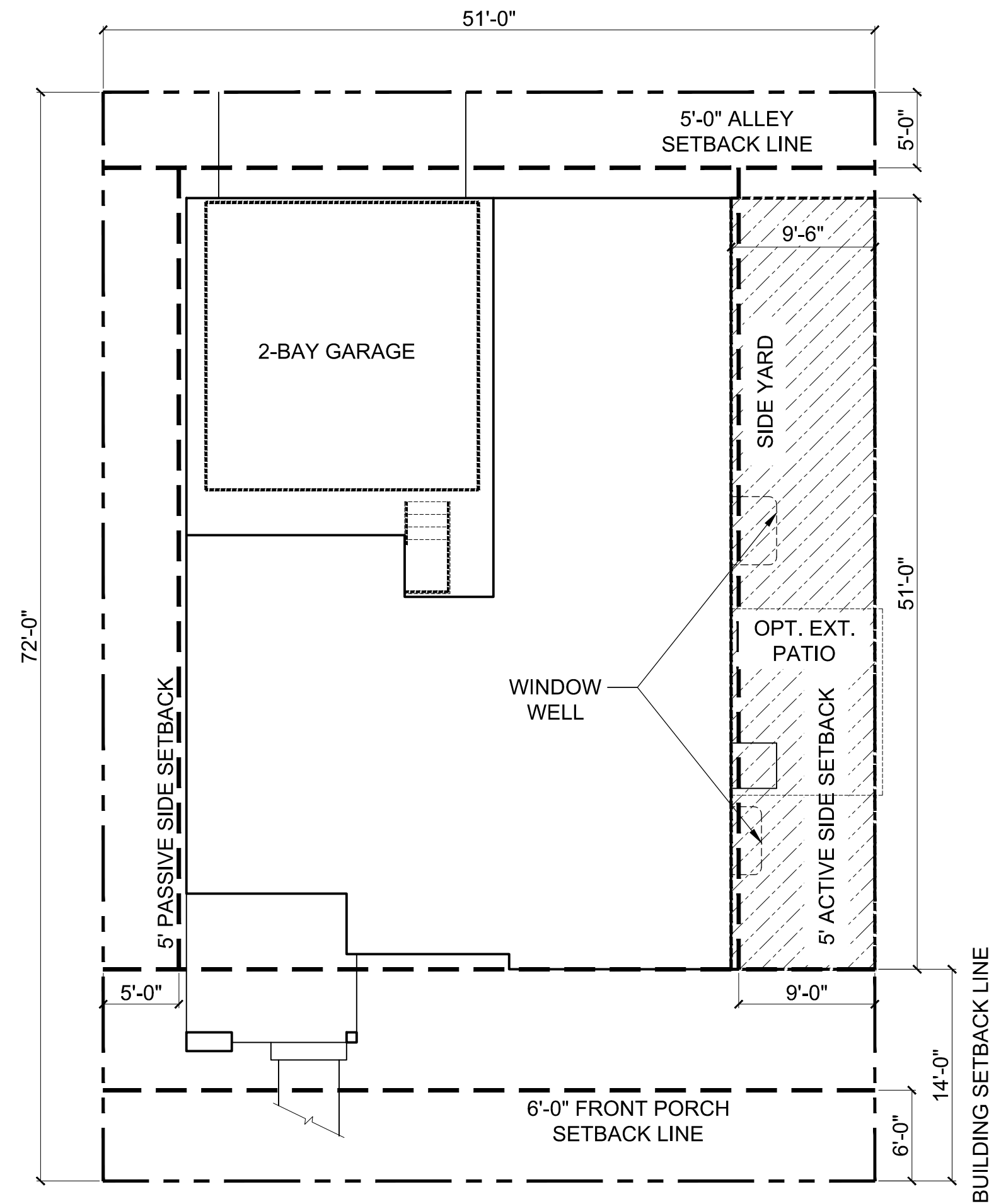
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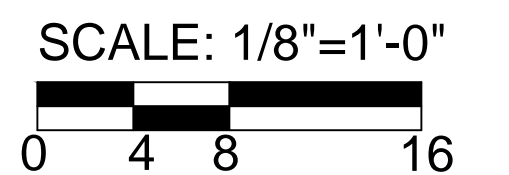
A PLANNED UNIT DEVELOPMENT IN THE
CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO
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LOT TYPICAL - 3030



LOT TYPICAL - 3621



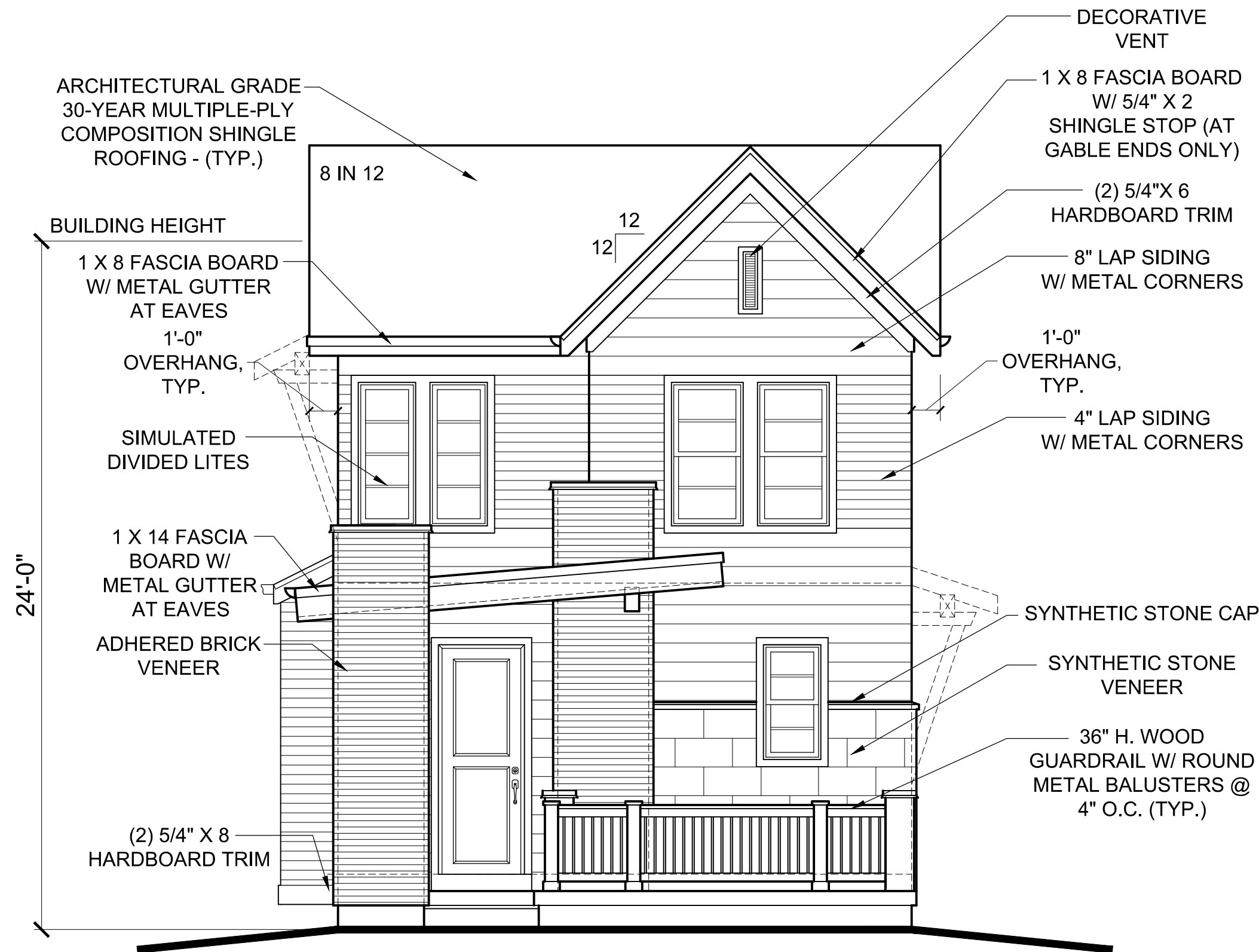
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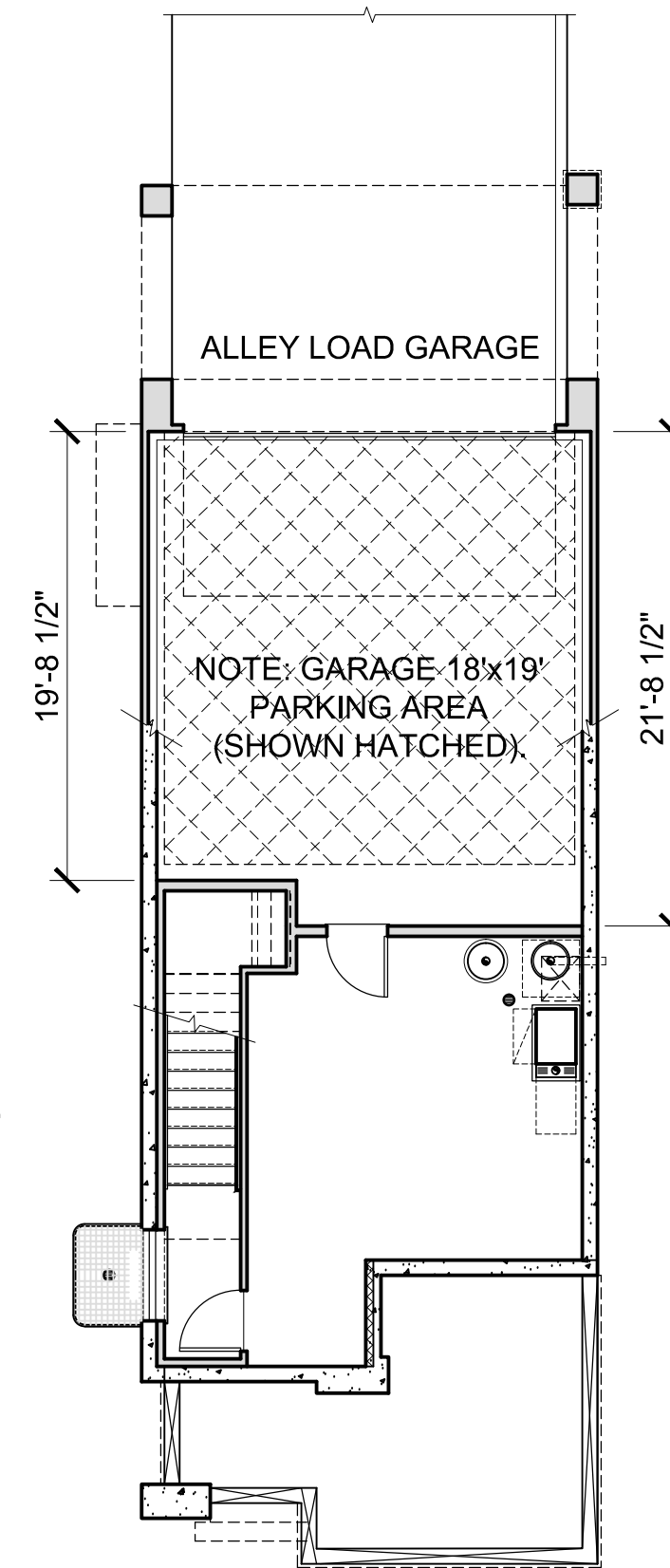
FOURTH AMENDED OFFICIAL DEVELOPMENT PLAN SHERIDAN PARK NORTH FILING NO. 1 FOR BLOCK 3

A PLANNED UNIT DEVELOPMENT IN THE
CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO
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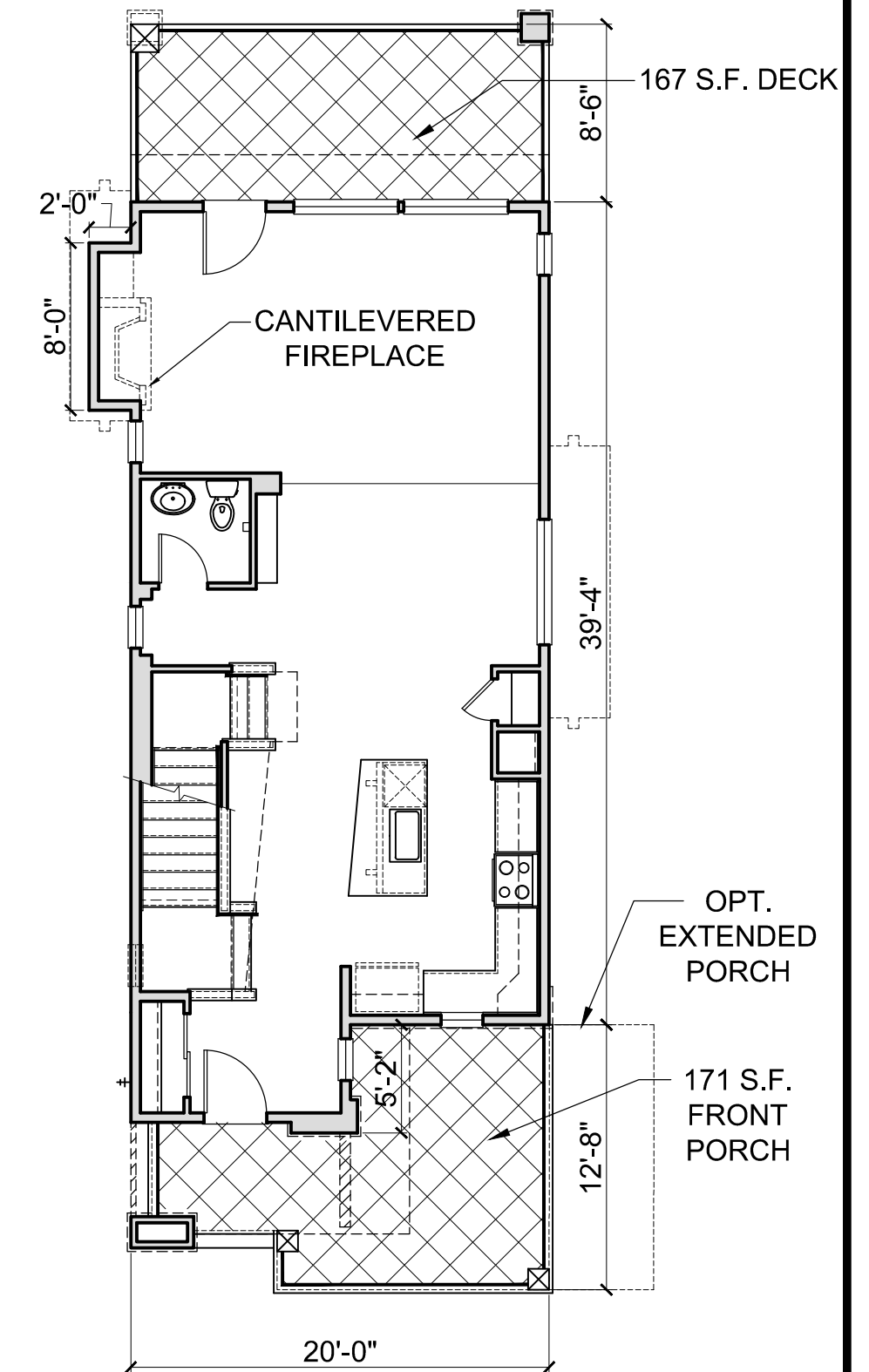
PLAN 201 ELEVATION A - FRONT

SCALE: 1/4" = 1'-0"
338.9 SQ. FT. TOTAL, 160.4 SQ. FT. MASONRY = 47.3%
TOTAL



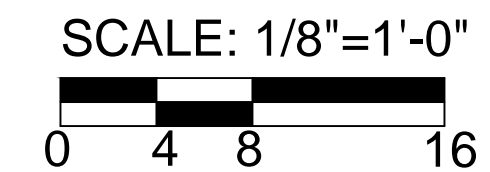
PLAN 201 ELEVATION A - LOWER LEVEL

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



PLAN 201 ELEVATION A - MAIN LEVEL

1,590 TOTAL FINISHED SQ. FT. SCALE: 1/8" = 1'-0"



TITLE: PLAN 201 ELEVATION A
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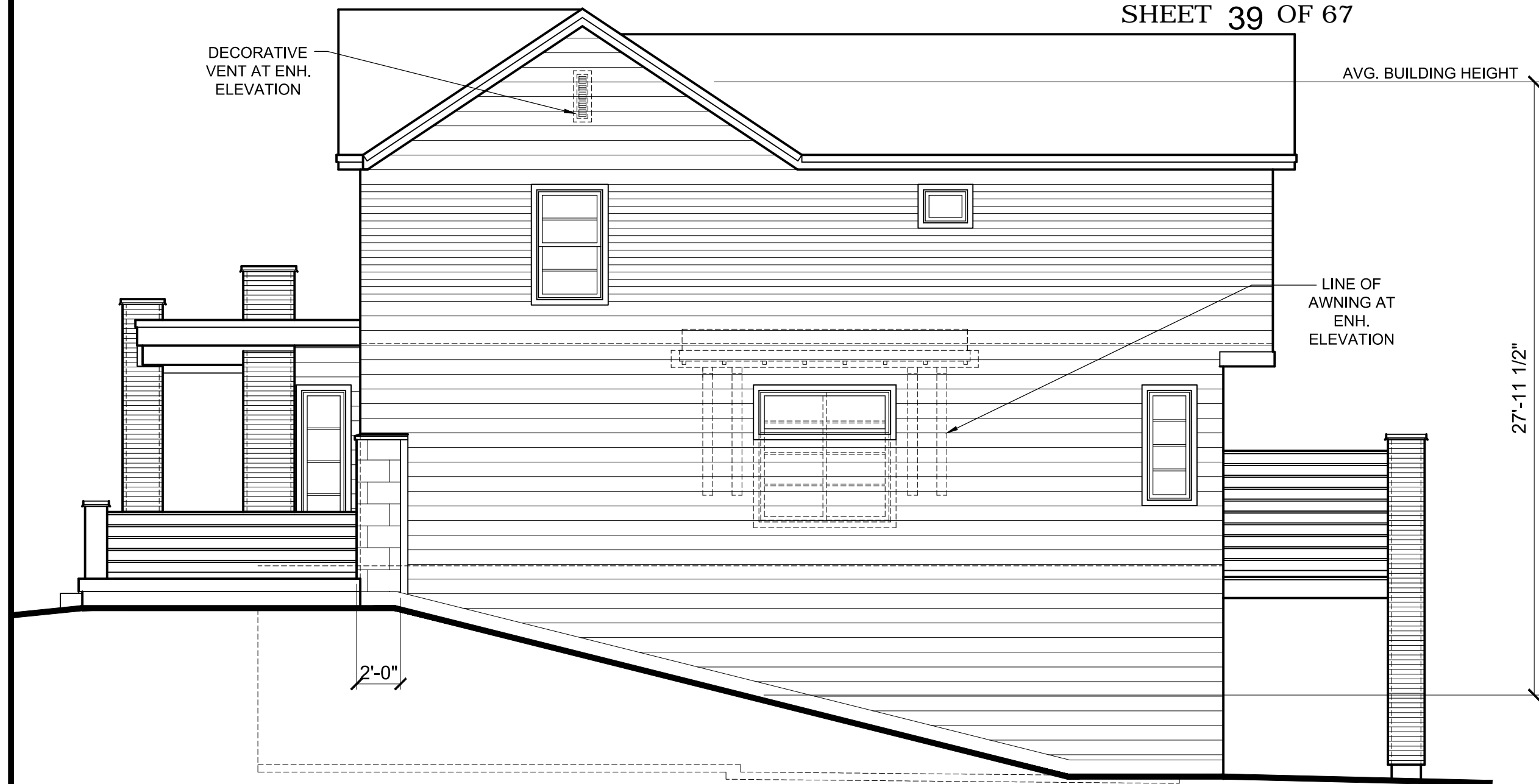


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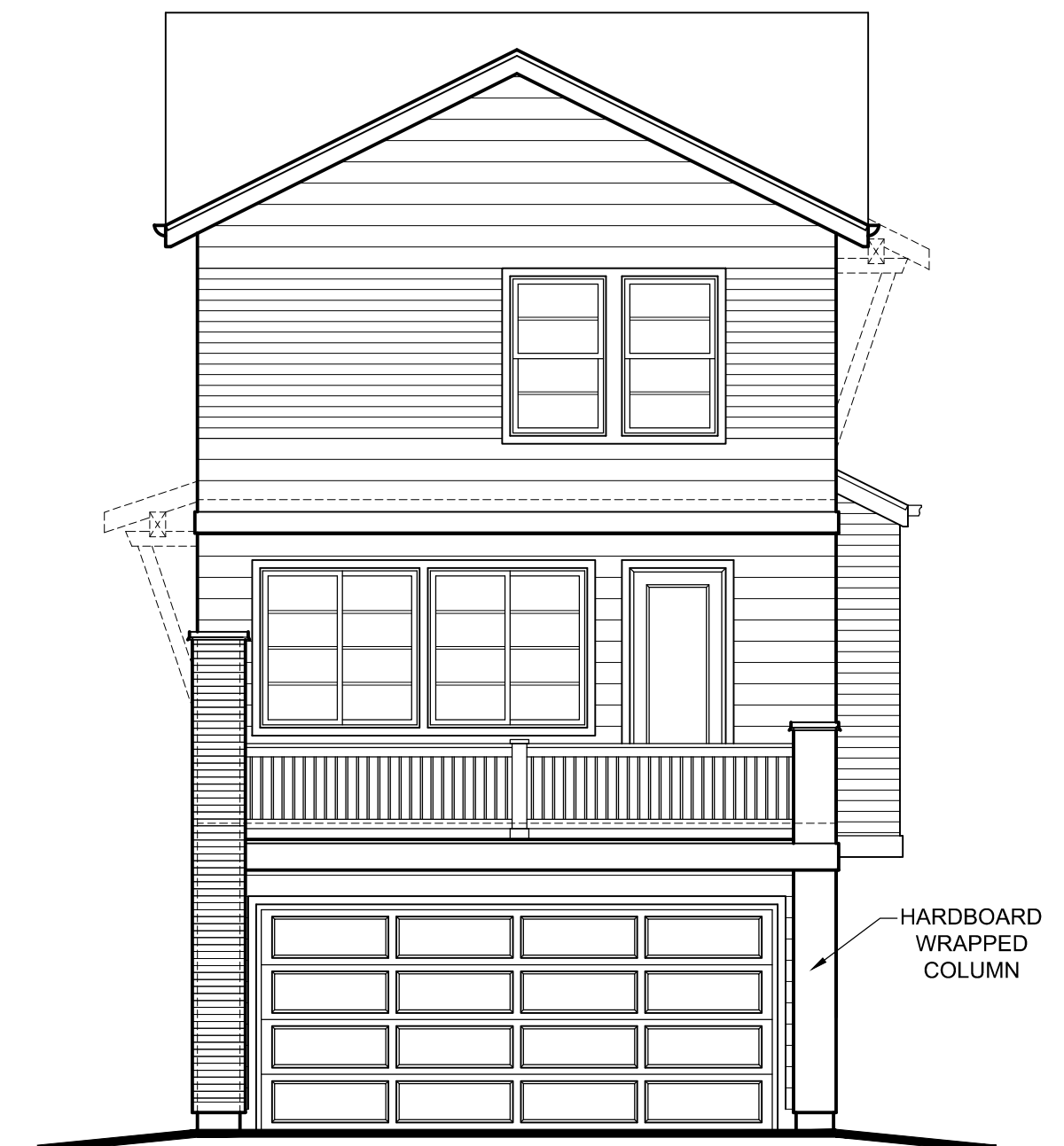
FOURTH AMENDED OFFICIAL DEVELOPMENT PLAN SHERIDAN PARK NORTH FILING NO. 1 FOR BLOCK 3

A PLANNED UNIT DEVELOPMENT IN THE
CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO

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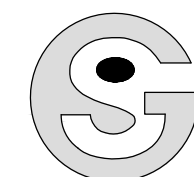
PLAN 201 ELEVATION A - PASSIVE SIDE
SCALE: 3/16" = 1'-0"



PLAN 201 ELEVATION A - REAR
SCALE: 3/16" = 1'-0"



PLAN 201 ELEVATION A - ACTIVE SIDE
SCALE: 3/16" = 1'-0"



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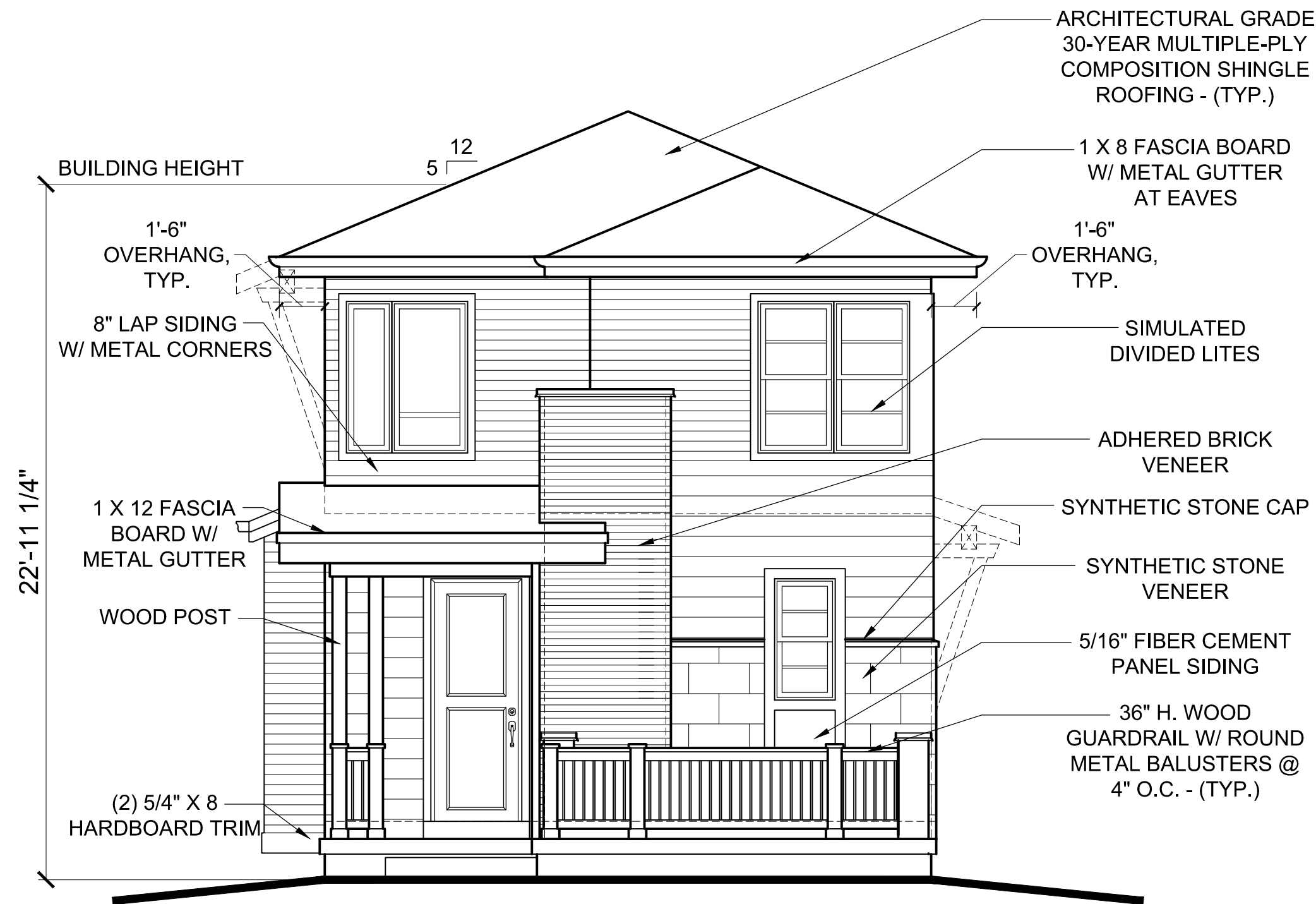
TITLE: PLAN 201 ELEVATION A
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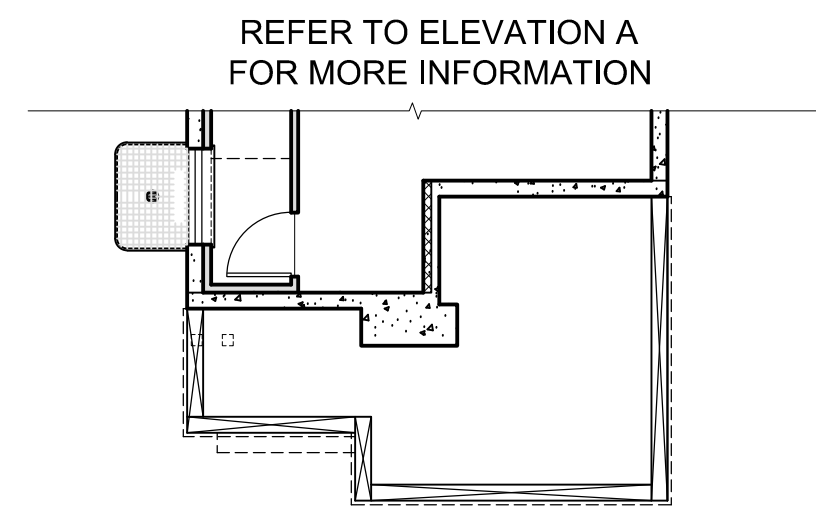
FOURTH AMENDED OFFICIAL DEVELOPMENT PLAN SHERIDAN PARK NORTH FILING NO. 1 FOR BLOCK 3

A PLANNED UNIT DEVELOPMENT IN THE
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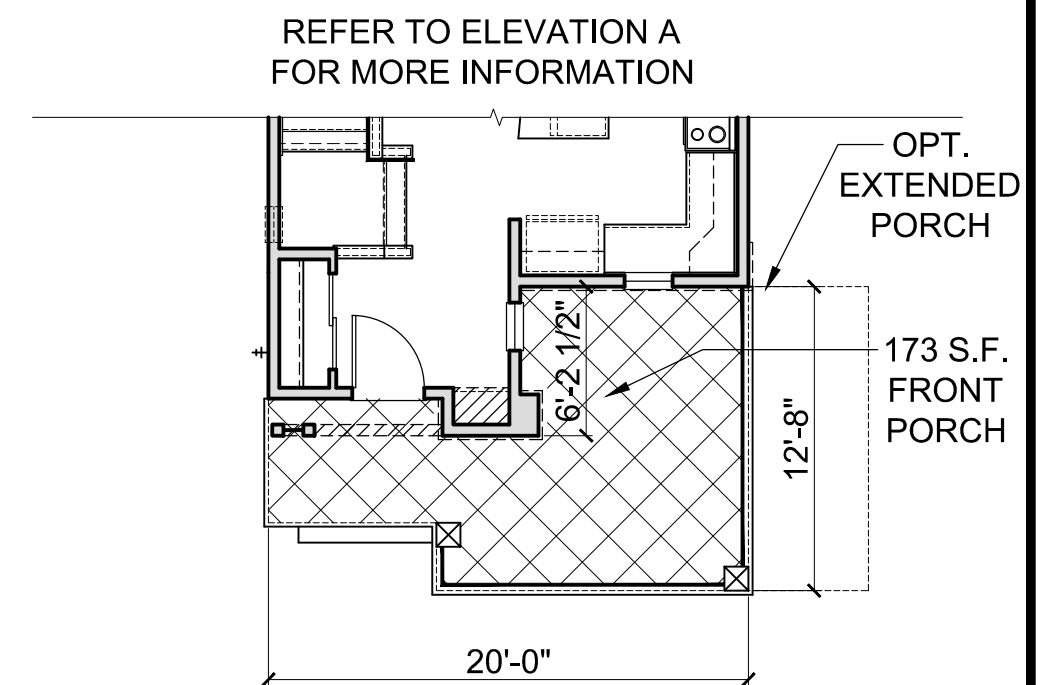
PLAN 201 ELEVATION C - FRONT

SCALE: 1/4" = 1'-0"
285.6 SQ. FT. TOTAL, 131.0 SQ. FT. MASONRY = 45.9%
TOTAL



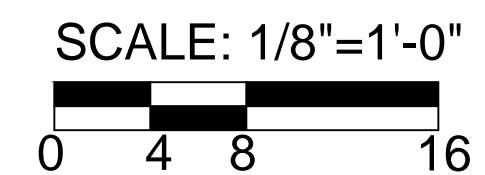
PLAN 201 ELEVATION C - LOWER LEVEL

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



PLAN 201 ELEVATION C - MAIN LEVEL

1,590 TOTAL FINISHED SQ. FT. SCALE: 1/8" = 1'-0"



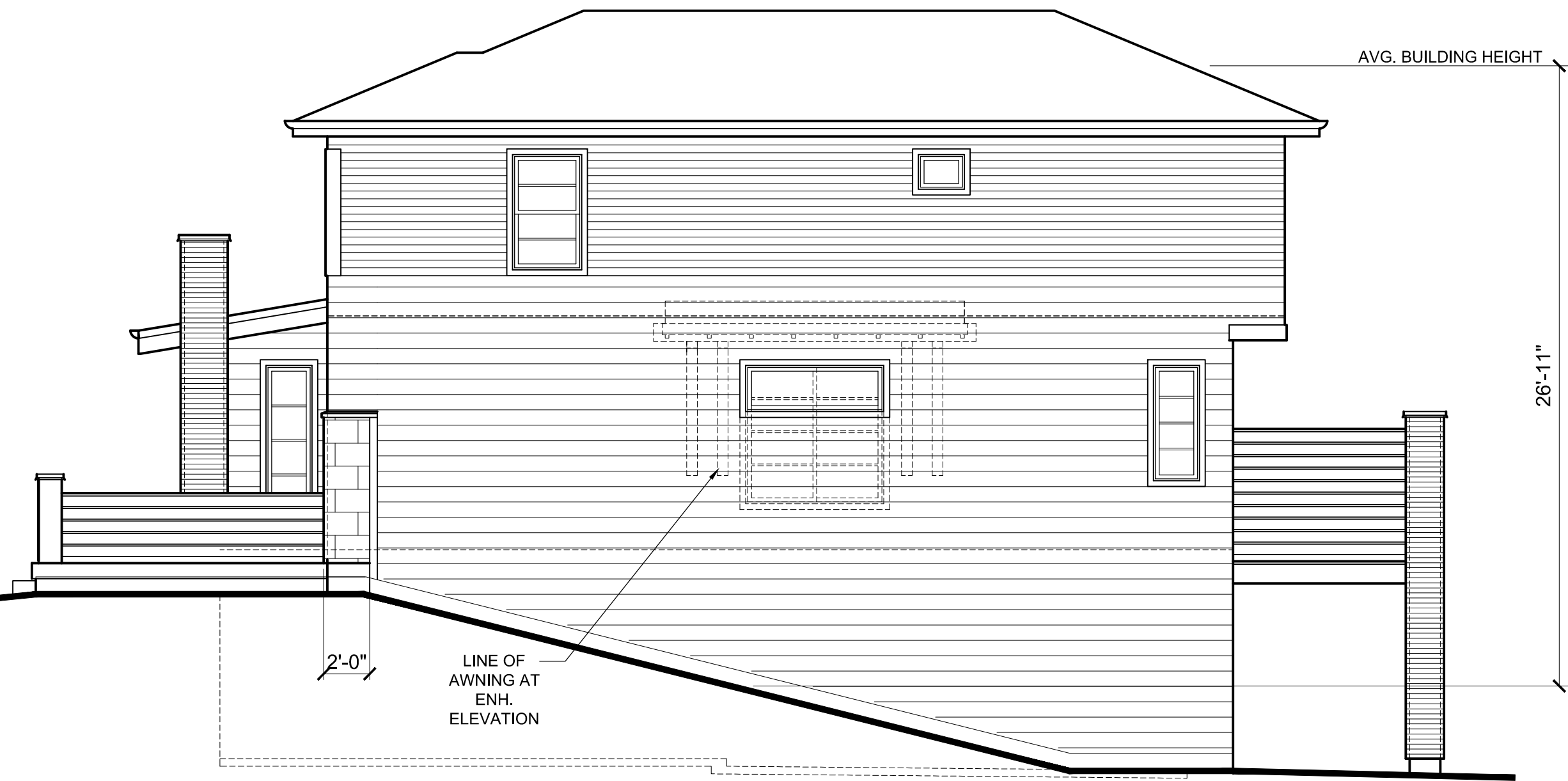
TITLE: PLAN 201 ELEVATION C
DATE: APRIL 05, 2016
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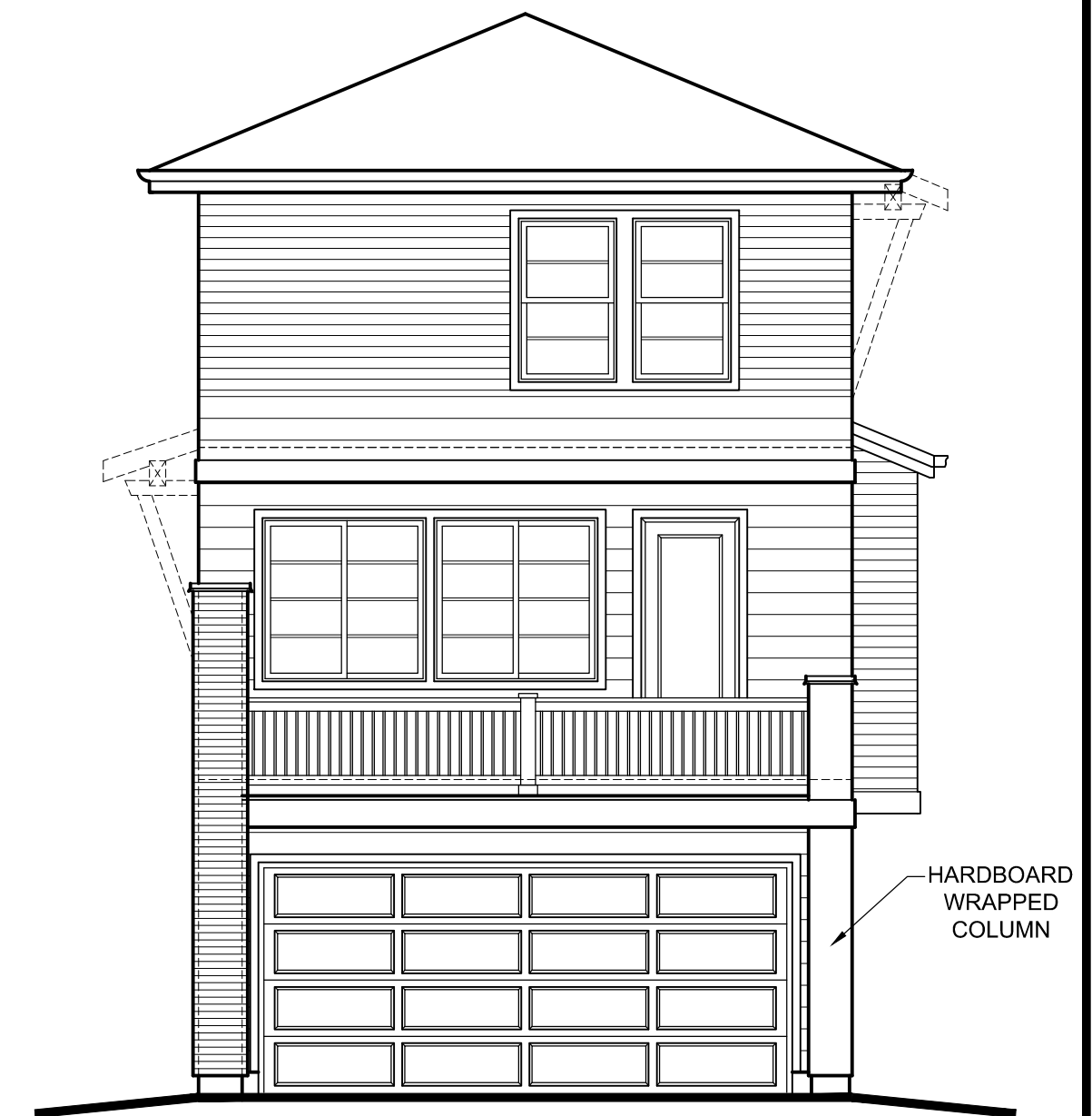
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A PLANNED UNIT DEVELOPMENT IN THE
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PLAN 201 ELEVATION C - PASSIVE SIDE
SCALE: 3/16" = 1'-0"



PLAN 201 ELEVATION C - REAR
SCALE: 3/16" = 1'-0"



PLAN 201 ELEVATION C - ACTIVE SIDE
SCALE: 3/16" = 1'-0"

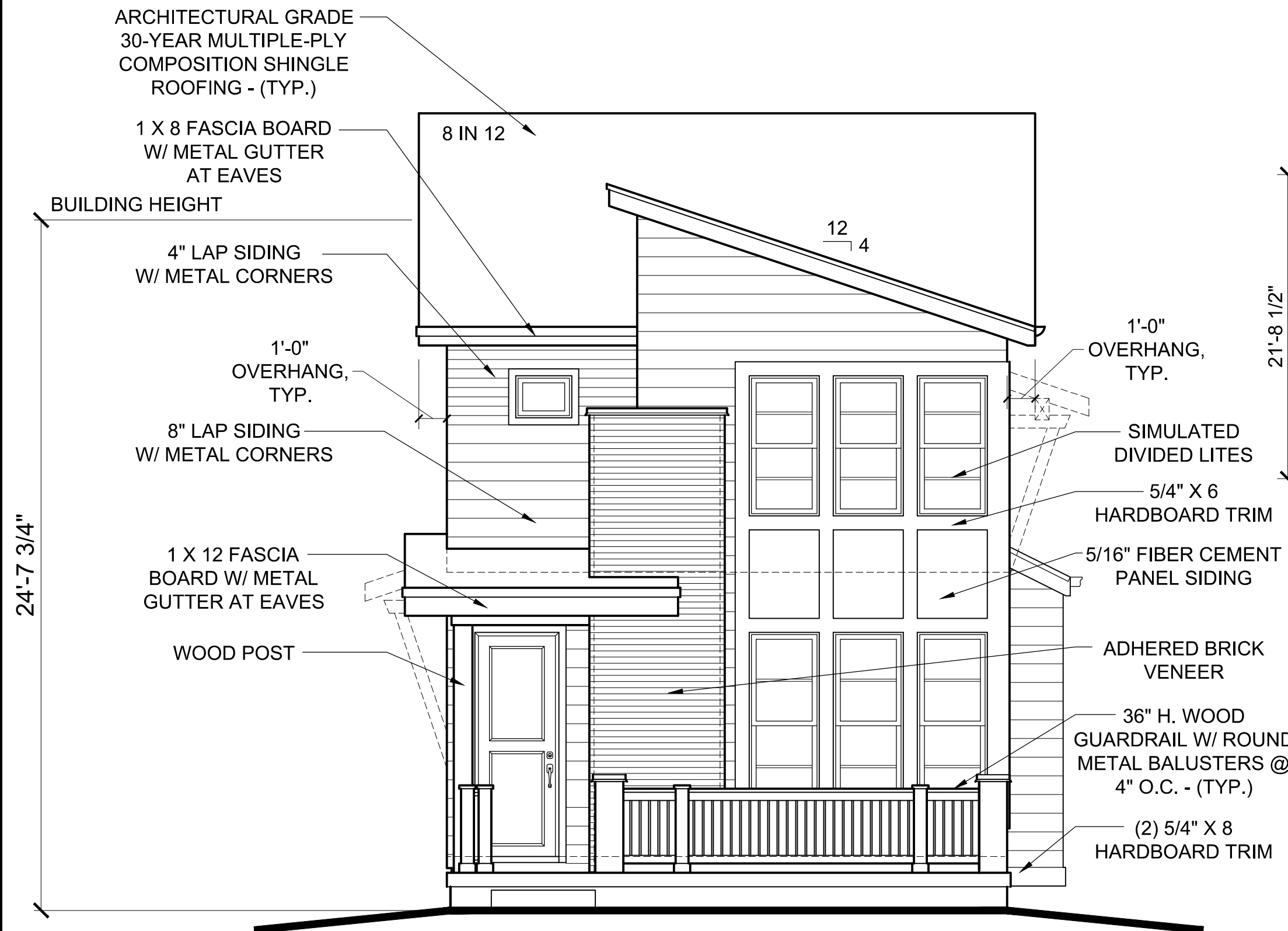
TITLE: PLAN 201 ELEVATION C
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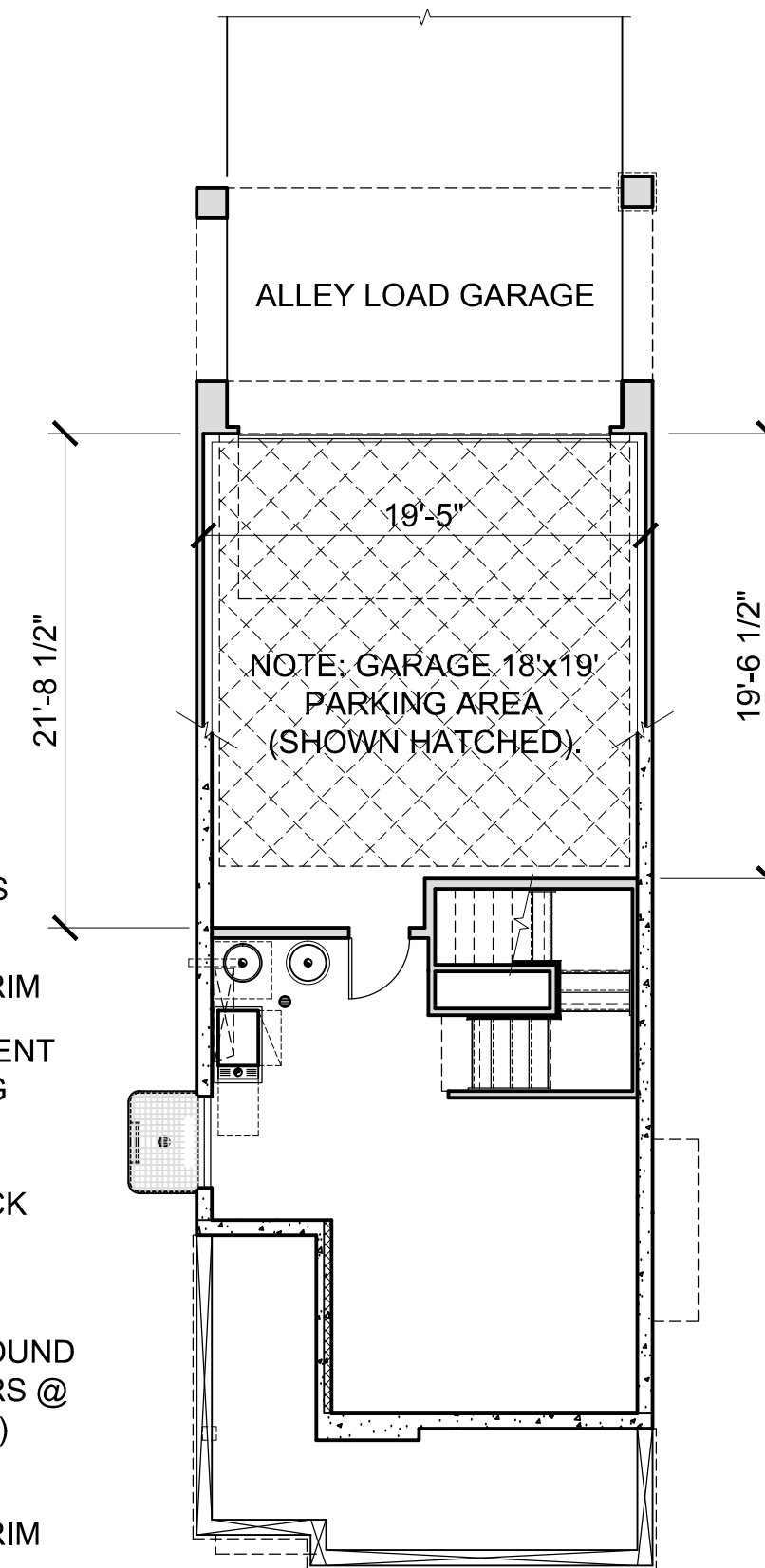
FOURTH AMENDED OFFICIAL DEVELOPMENT PLAN SHERIDAN PARK NORTH FILING NO. 1 FOR BLOCK 3

A PLANNED UNIT DEVELOPMENT IN THE
CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO
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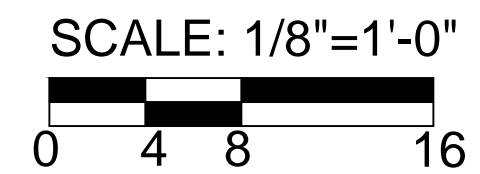
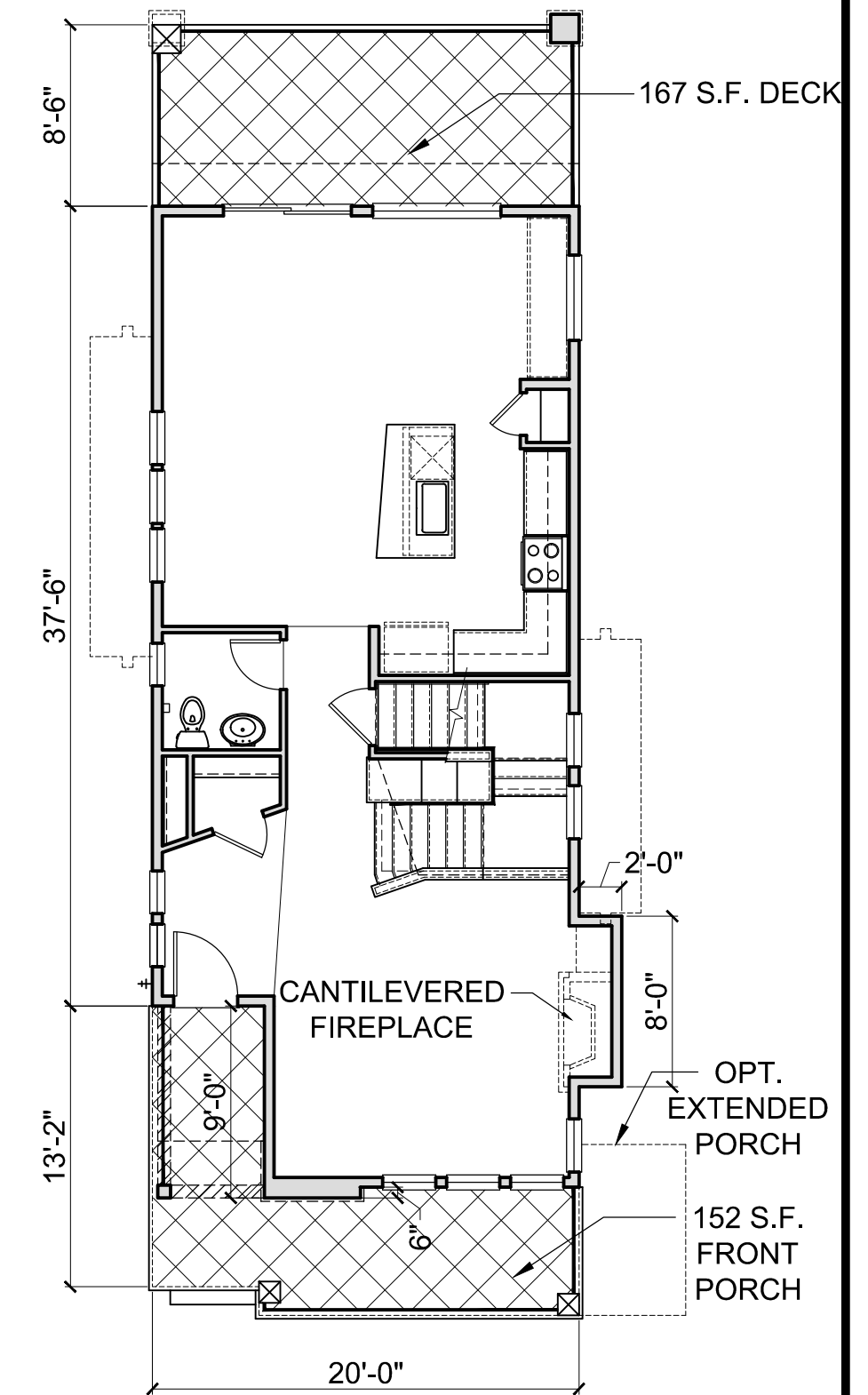
PLAN 202 ELEVATION B - FRONT

SCALE: 1/4" = 1'-0"
290.8 SQ. FT. TOTAL, 87.7 SQ. FT. MASONRY = 30.2%
TOTAL



PLAN 202 ELEVATION B - LOWER LEVEL PLAN 202 ELEVATION B - MAIN LEVEL

SCALE: 1/8" = 1'-0" 1,760 TOTAL FINISHED SQ. FT. SCALE: 1/8" = 1'-0"



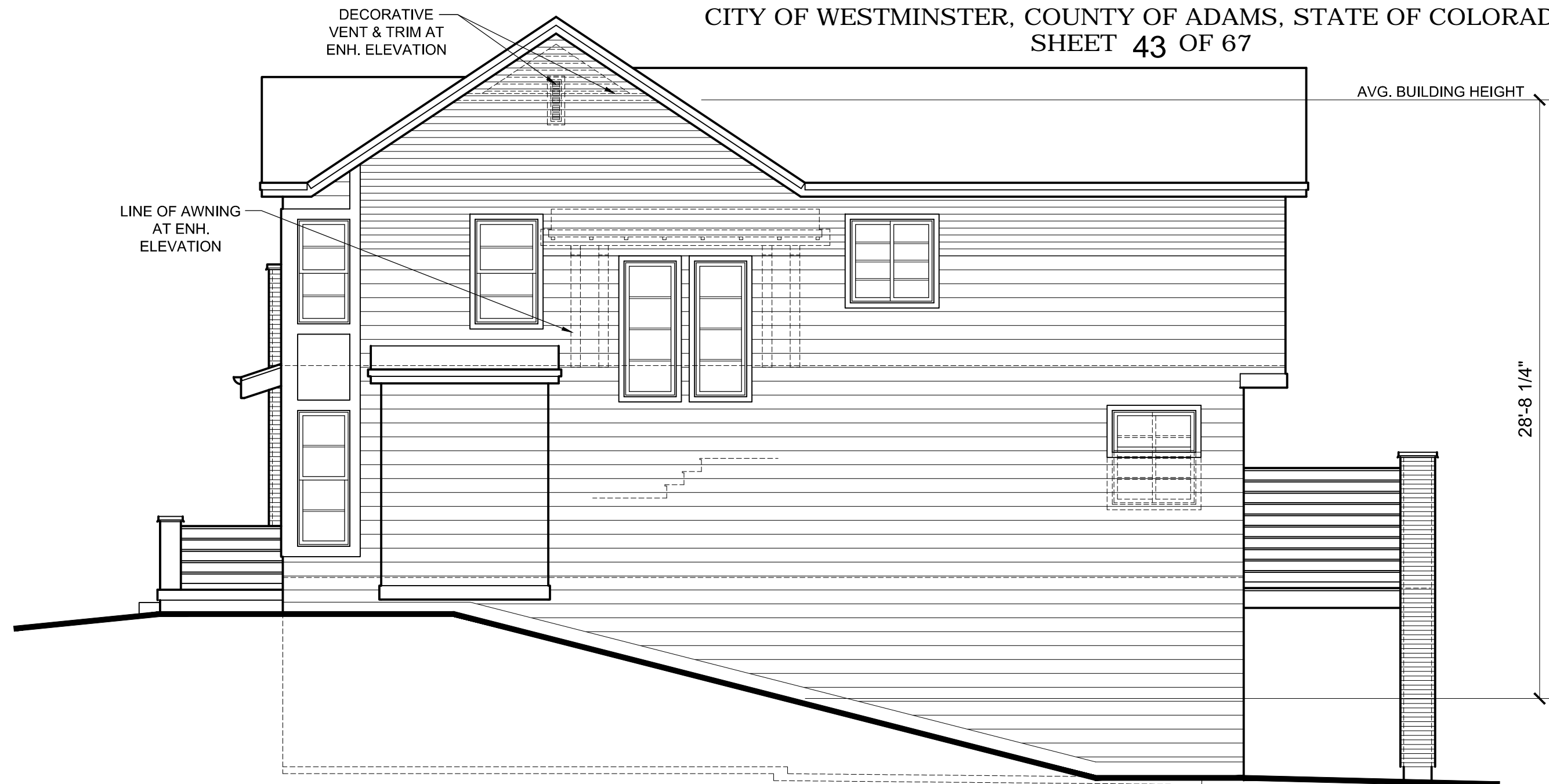
TITLE: PLAN 202 ELEVATION B
DATE: APRIL 05, 2016
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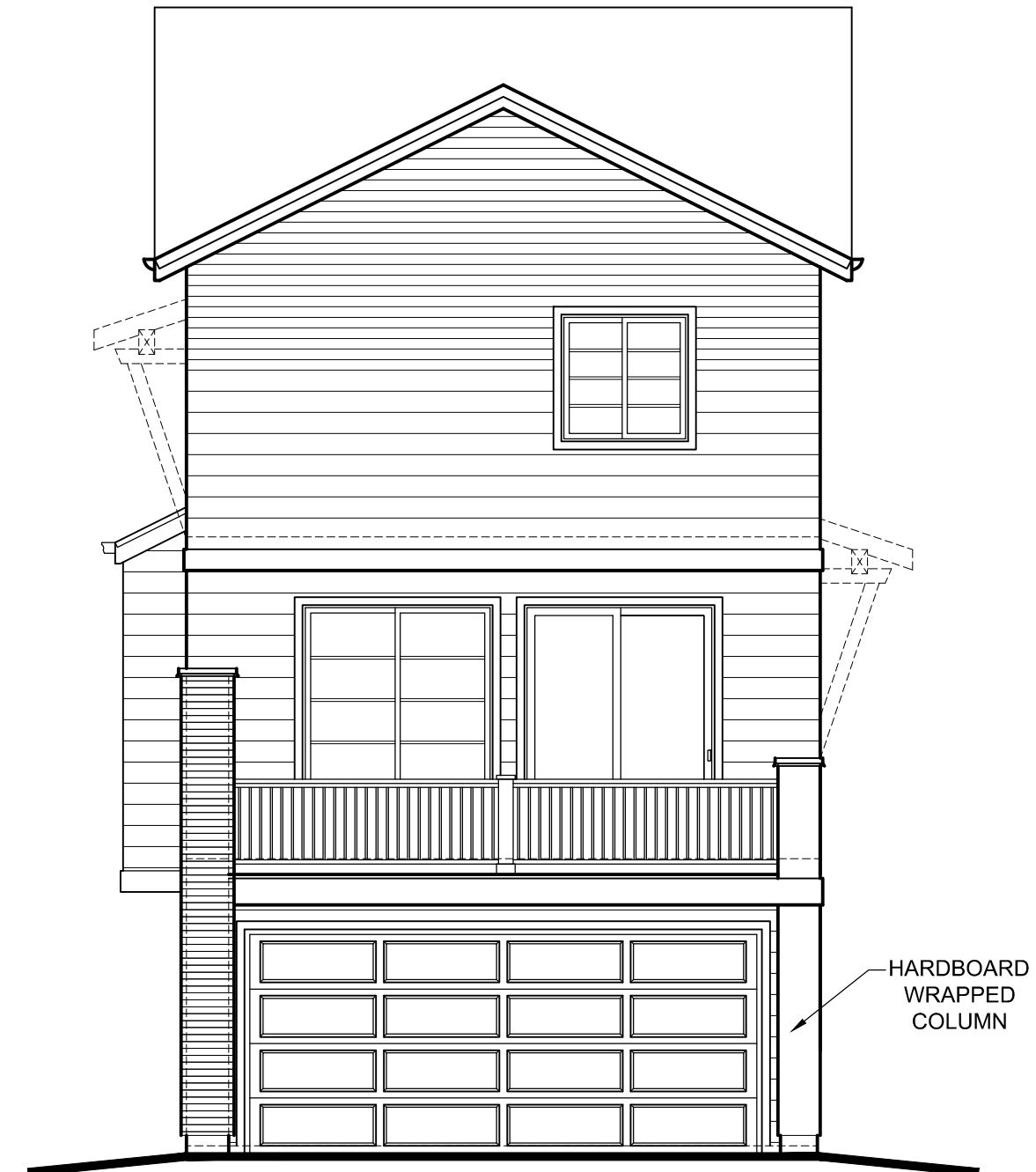
FOURTH AMENDED OFFICIAL DEVELOPMENT PLAN SHERIDAN PARK NORTH FILING NO. 1 FOR BLOCK 3

A PLANNED UNIT DEVELOPMENT IN THE
CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO
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PLAN 202 ELEVATION B - PASSIVE SIDE

SCALE: 3/16" = 1'-0"



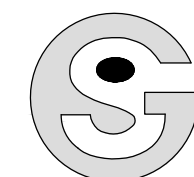
PLAN 202 ELEVATION B - REAR

SCALE: 3/16" = 1'-0"



PLAN 202 ELEVATION B - ACTIVE SIDE

SCALE: 3/16" = 1'-0"



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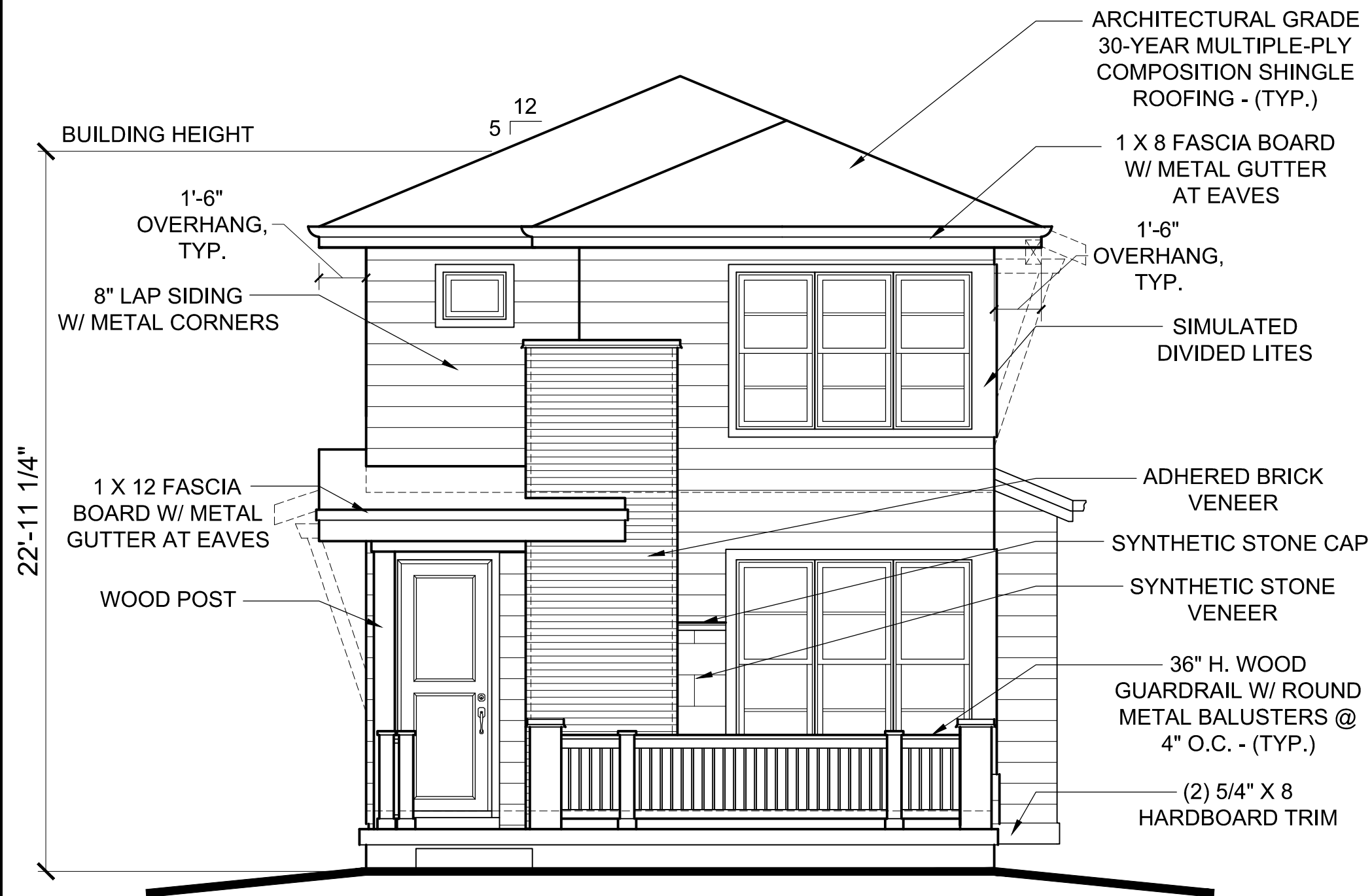
TITLE: PLAN 202 ELEVATION B
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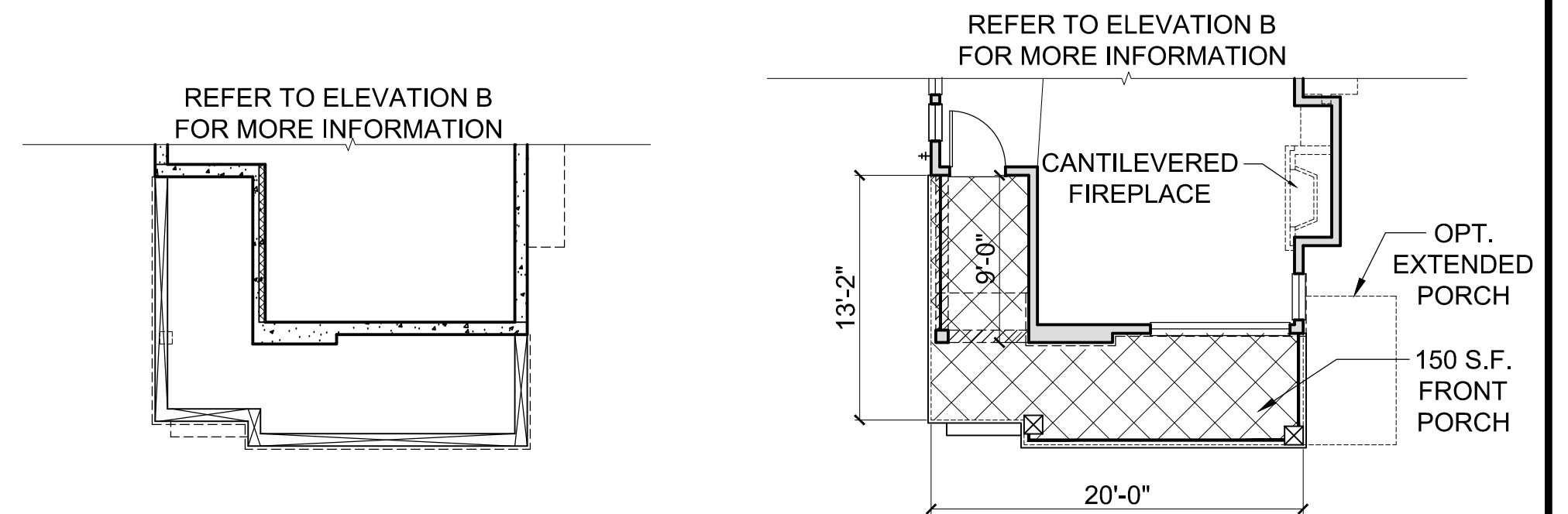
FOURTH AMENDED OFFICIAL DEVELOPMENT PLAN SHERIDAN PARK NORTH FILING NO. 1 FOR BLOCK 3

A PLANNED UNIT DEVELOPMENT IN THE
CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO
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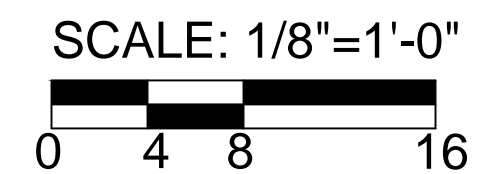
PLAN 202 ELEVATION C - FRONT

SCALE: 1/4" = 1'-0"
250.0 SQ. FT. TOTAL, 108.3 SQ. FT. MASONRY = 43.3%
TOTAL



PLAN 202 ELEVATION C - LOWER LEVEL PLAN 202 ELEVATION C - MAIN LEVEL

SCALE: 1/8" = 1'-0" 1,760 TOTAL FINISHED SQ. FT. SCALE: 1/8" = 1'-0"



TITLE: PLAN 202 ELEVATION C
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A PLANNED UNIT DEVELOPMENT IN THE
CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO
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PLAN 202 ELEVATION C - PASSIVE SIDE
SCALE: 3/16" = 1'-0"



PLAN 202 ELEVATION C - REAR
SCALE: 3/16" = 1'-0"



PLAN 202 ELEVATION C - ACTIVE SIDE
SCALE: 3/16" = 1'-0"

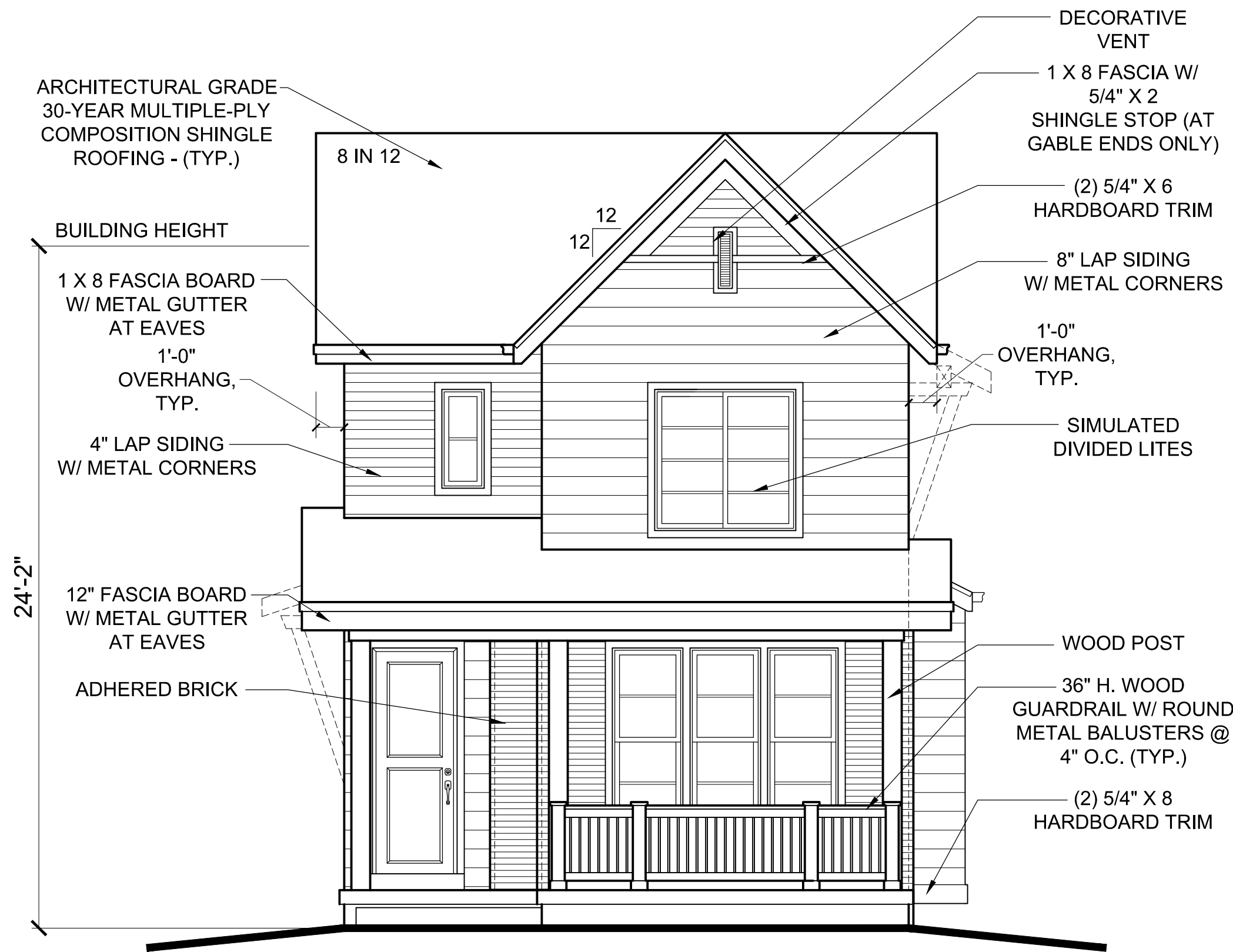
TITLE: PLAN 202 ELEVATION C
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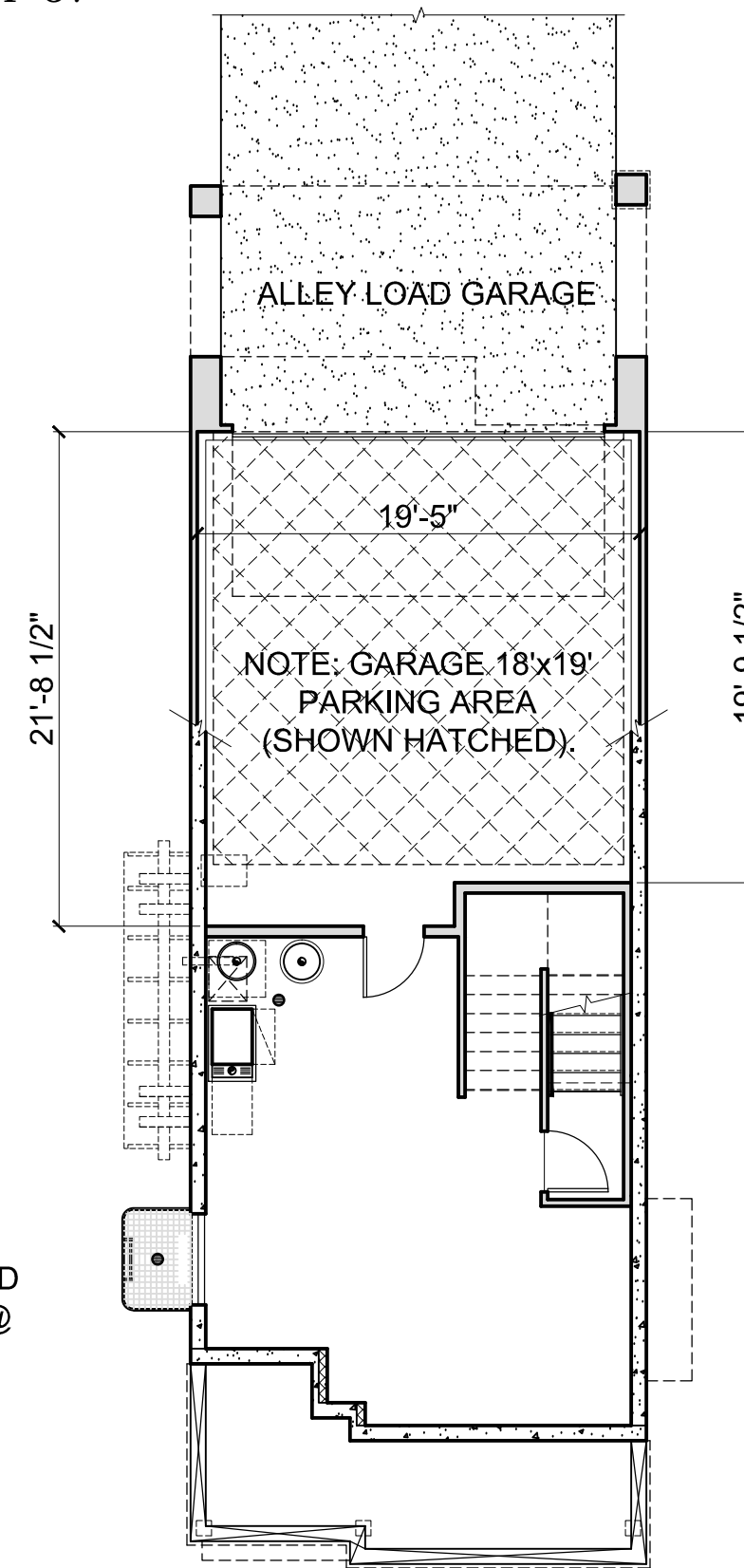
FOURTH AMENDED OFFICIAL DEVELOPMENT PLAN SHERIDAN PARK NORTH FILING NO. 1 FOR BLOCK 3

A PLANNED UNIT DEVELOPMENT IN THE
CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO
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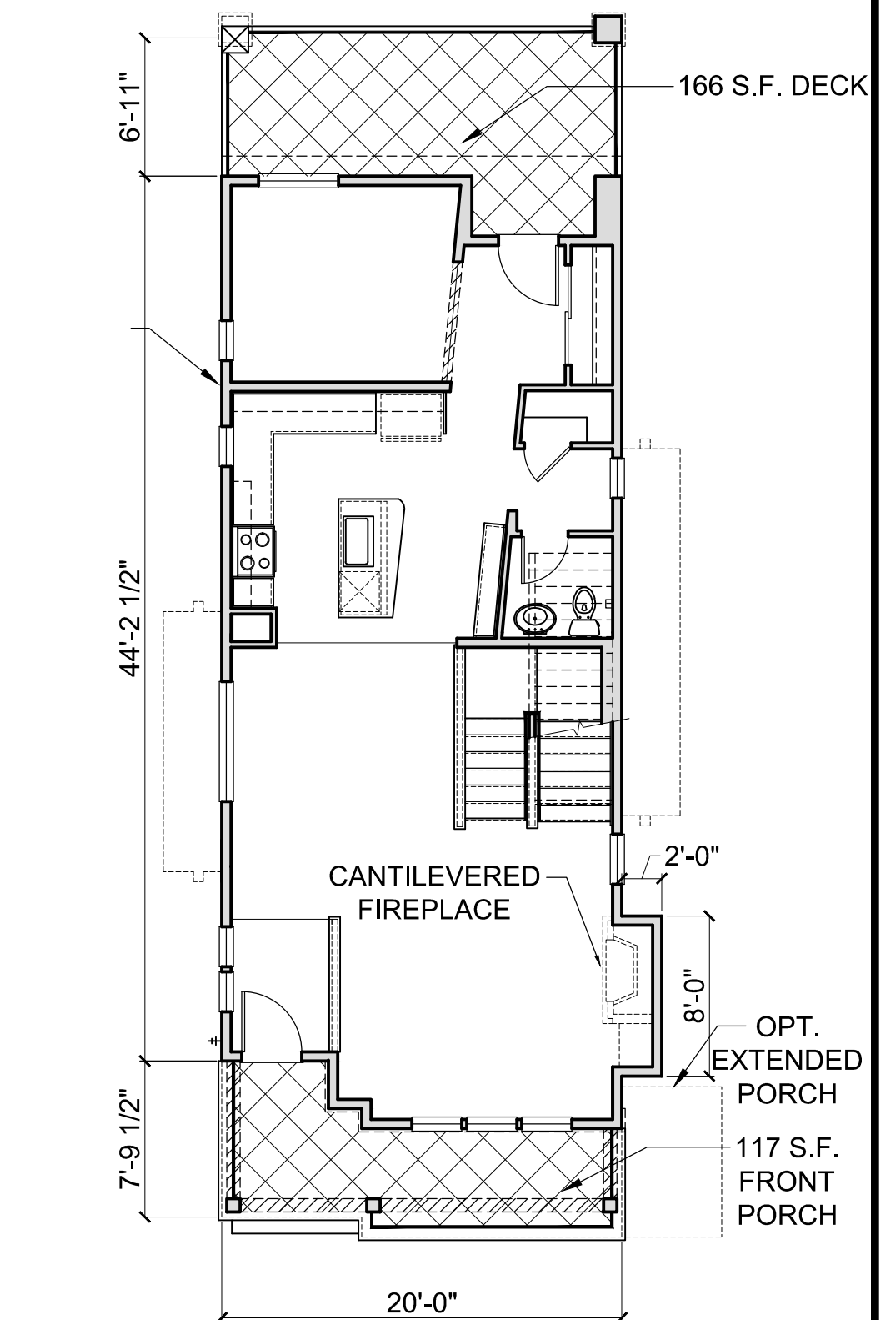
PLAN 203 ELEVATION A - FRONT

SCALE: 1/4" = 1'-0"
270.1 SQ. FT. TOTAL, 90.9 SQ. FT. MASONRY = 33.7%
TOTAL



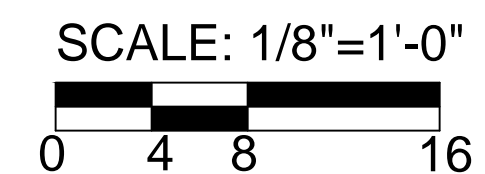
PLAN 203 ELEVATION A - LOWER LEVEL

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



PLAN 203 ELEVATION A - MAIN LEVEL

SCALE: 1/8" = 1'-0" 1,820 TOTAL FINISHED SQ. FT.



TITLE: PLAN 203 ELEVATION A
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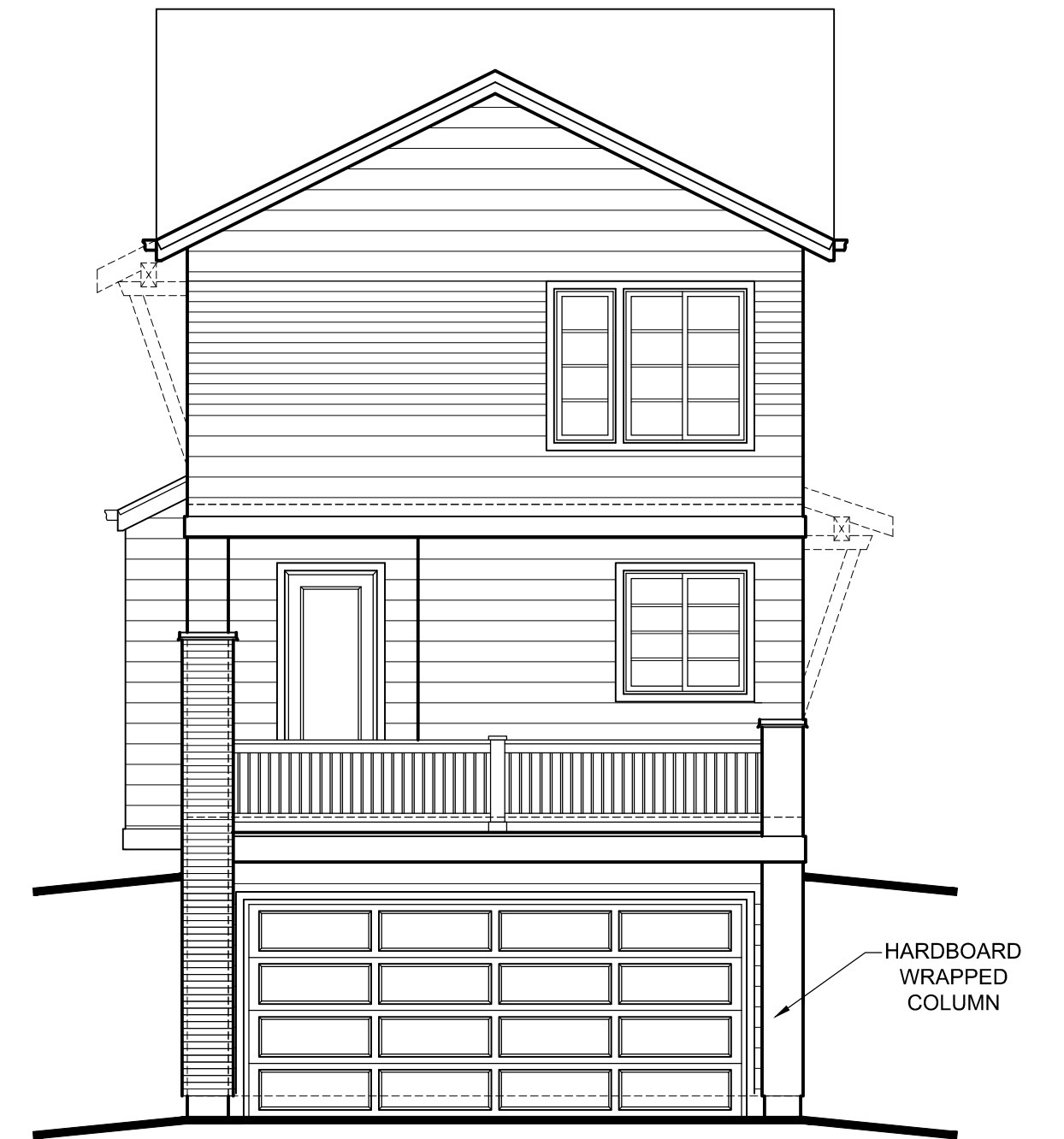
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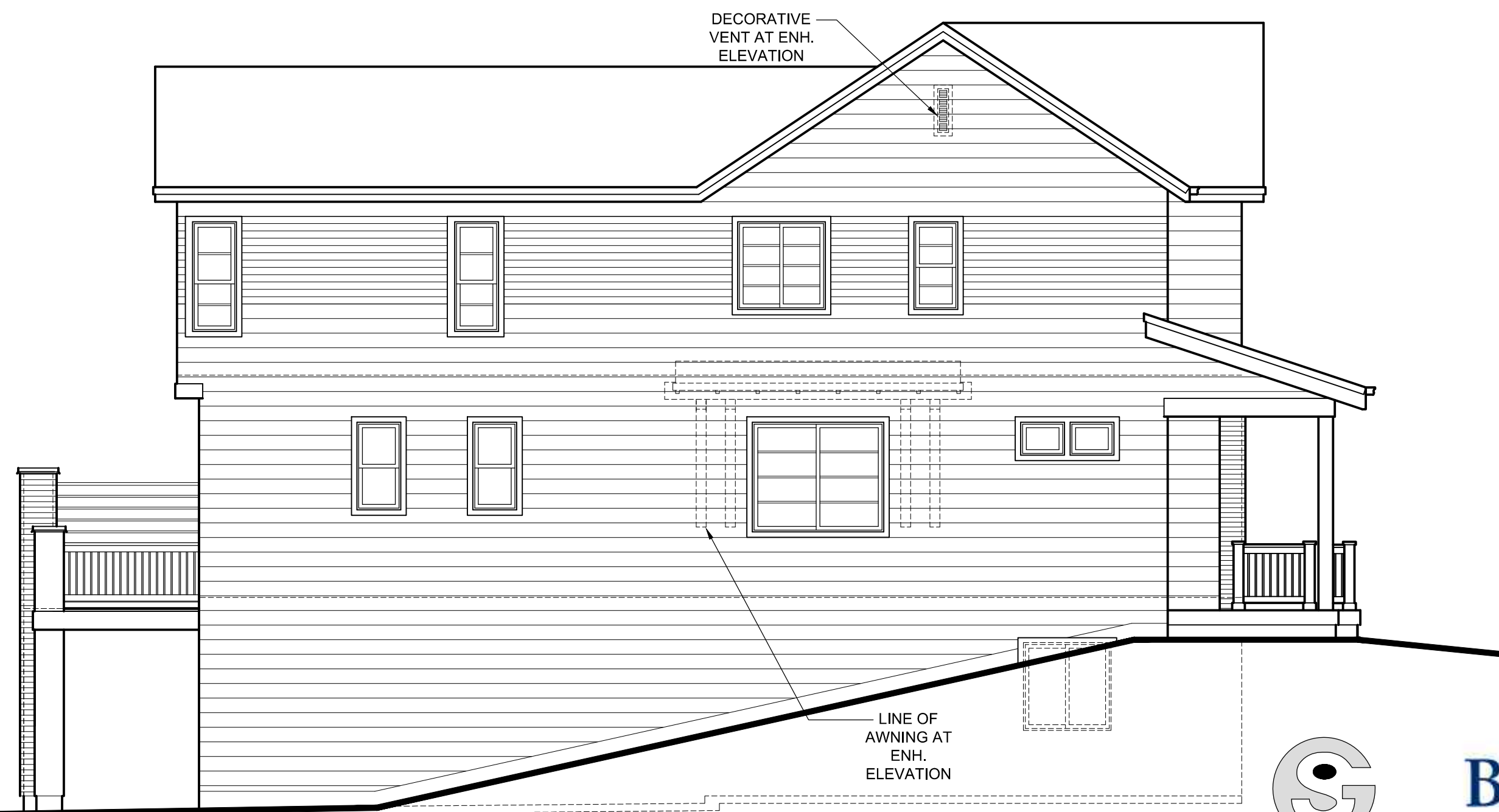
A PLANNED UNIT DEVELOPMENT IN THE
CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO
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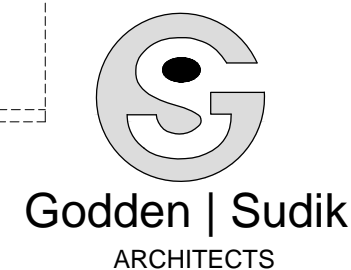
PLAN 203 ELEVATION A - PASSIVE SIDE
SCALE: 3/16" = 1'-0"



PLAN 203 ELEVATION A - REAR
SCALE: 3/16" = 1'-0"



PLAN 203 ELEVATION A - ACTIVE SIDE
SCALE: 3/16" = 1'-0"



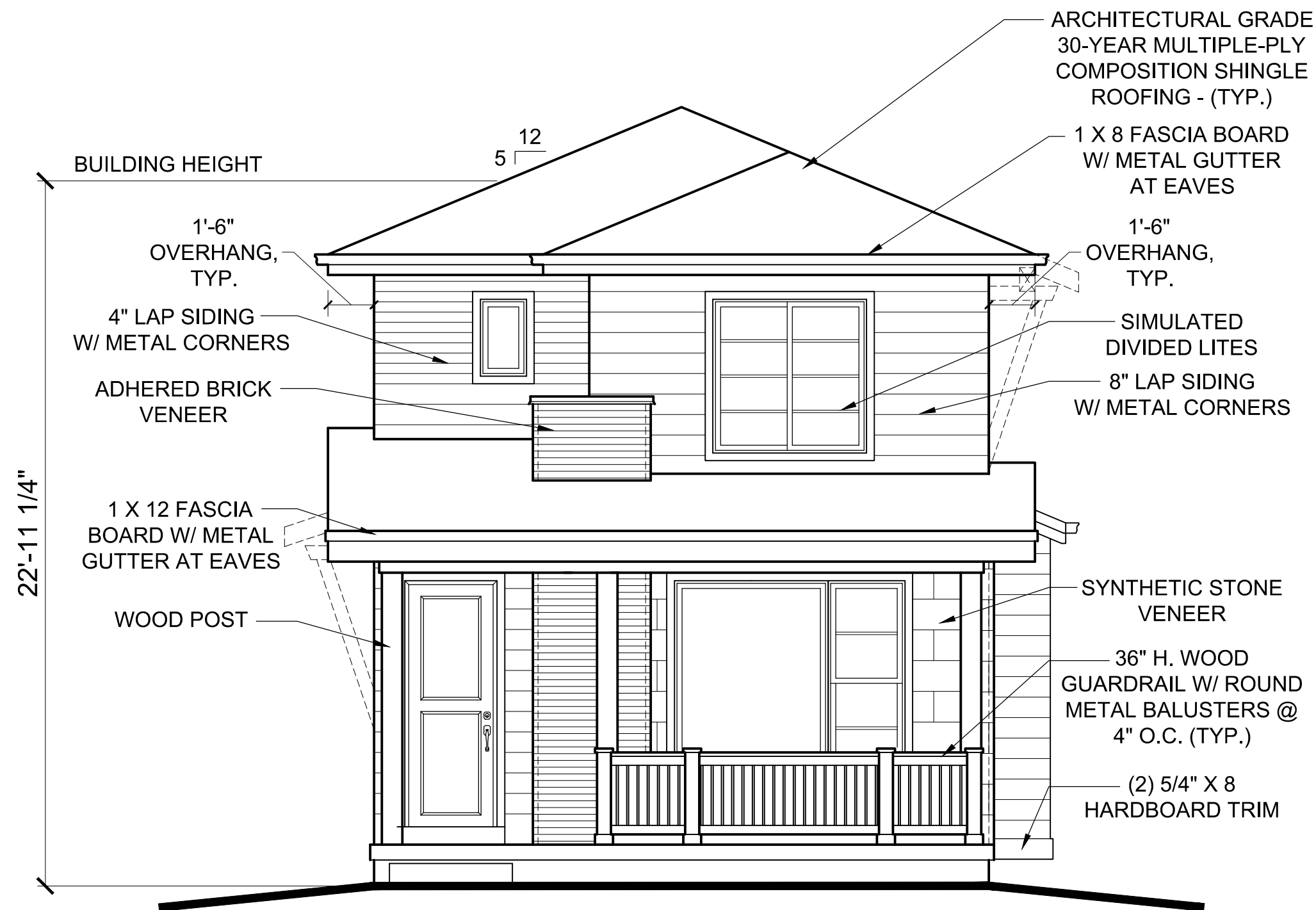
TITLE: PLAN 203 ELEVATION A
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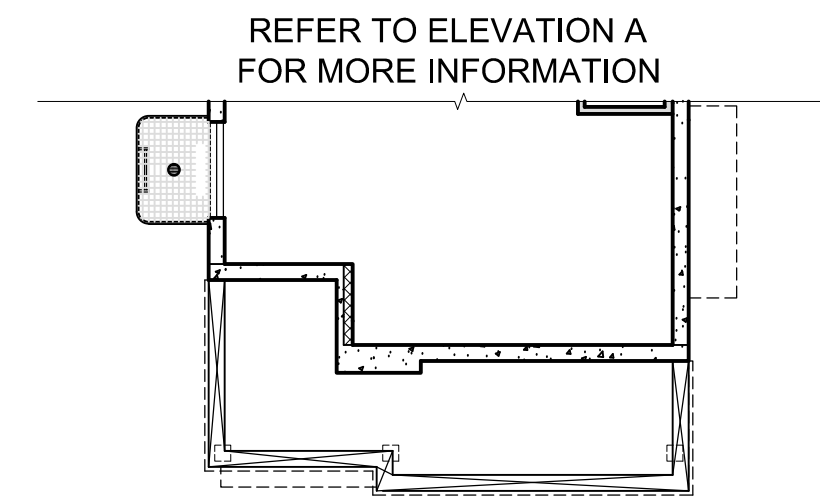
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A PLANNED UNIT DEVELOPMENT IN THE
CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO
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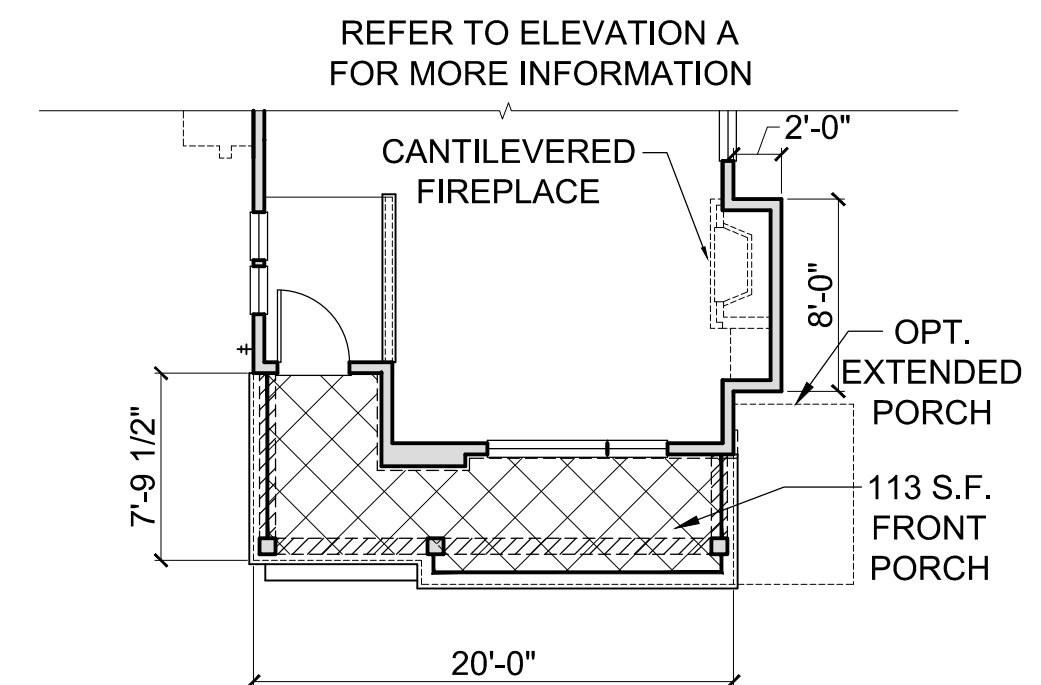
PLAN 203 ELEVATION C - FRONT

SCALE: 1/4" = 1'-0"
270.8 SQ. FT. TOTAL, 106.4 SQ. FT. MASONRY = 39.3%
TOTAL



PLAN 203 ELEVATION C - LOWER LEVEL

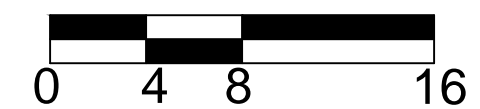
SCALE: 1/8" = 1'-0"



PLAN 203 ELEVATION C - MAIN LEVEL

1,823 TOTAL FINISHED SQ. FT. SCALE: 1/8" = 1'-0"

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



TITLE: PLAN 203 ELEVATION C
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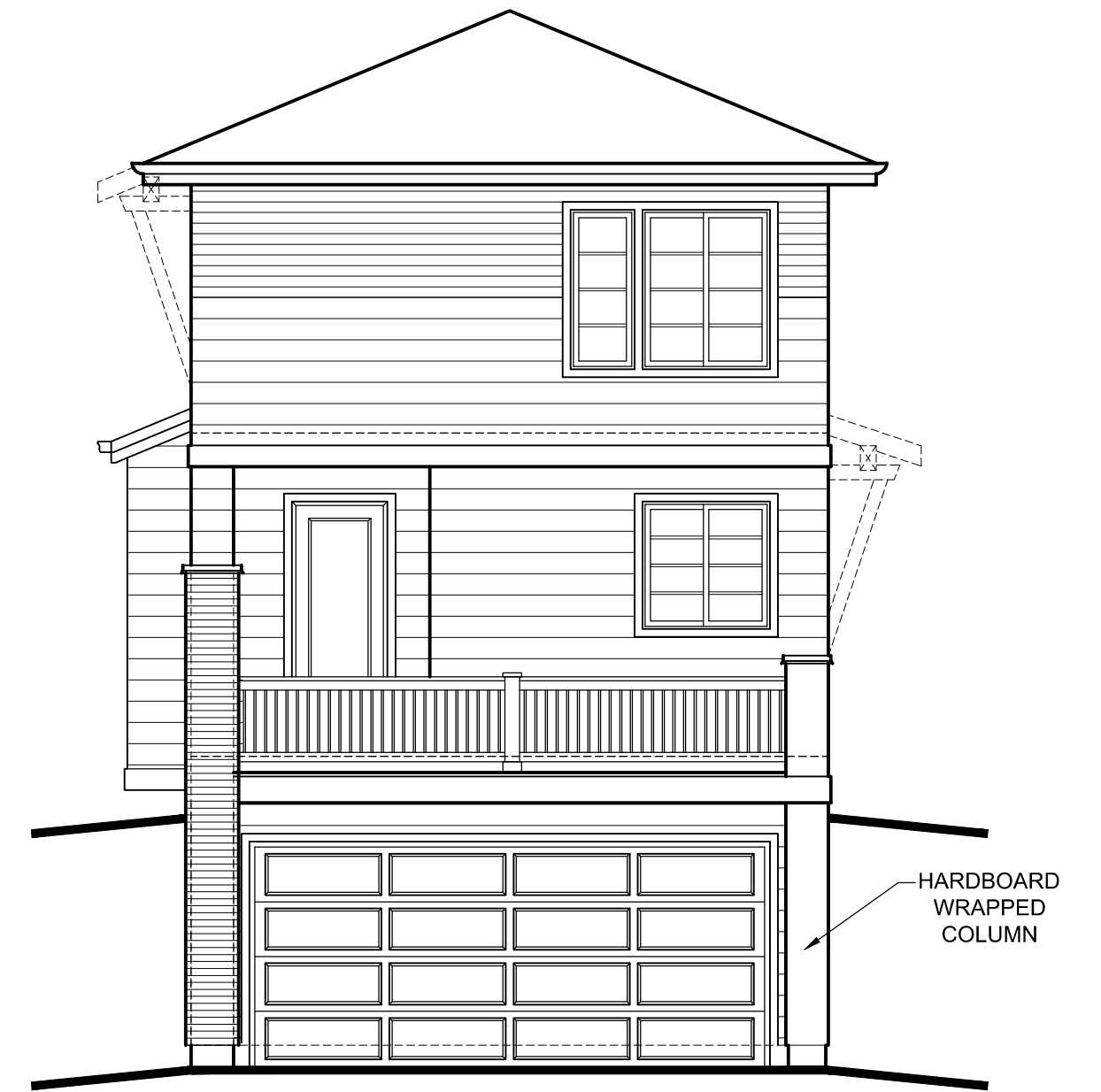
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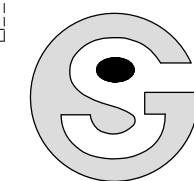
PLAN 203 ELEVATION C - PASSIVE SIDE
SCALE: 3/16" = 1'-0"



PLAN 203 ELEVATION C - REAR
SCALE: 3/16" = 1'-0"



PLAN 203 ELEVATION C - ACTIVE SIDE
SCALE: 3/16" = 1'-0"



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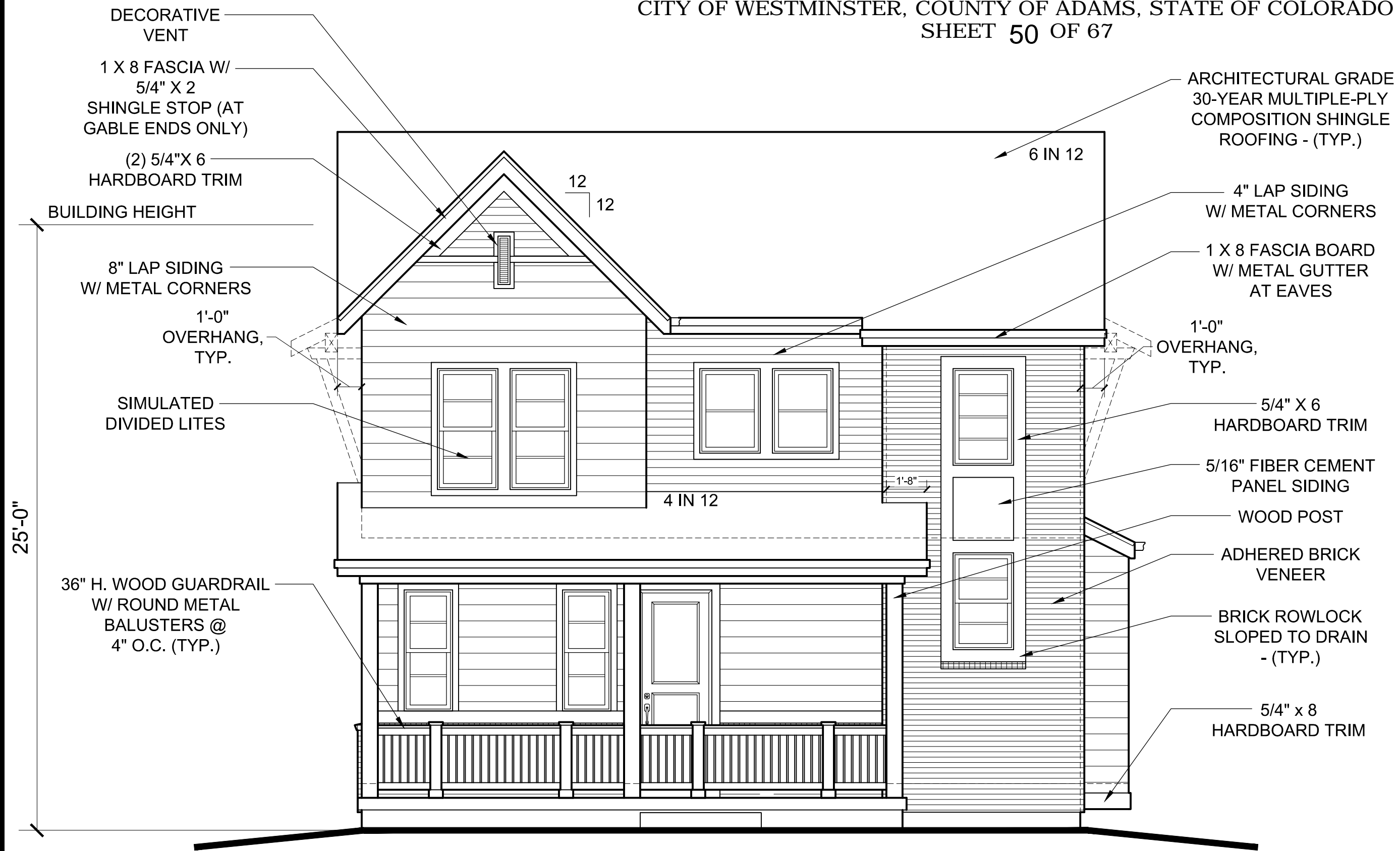
TITLE: PLAN 203 ELEVATION C
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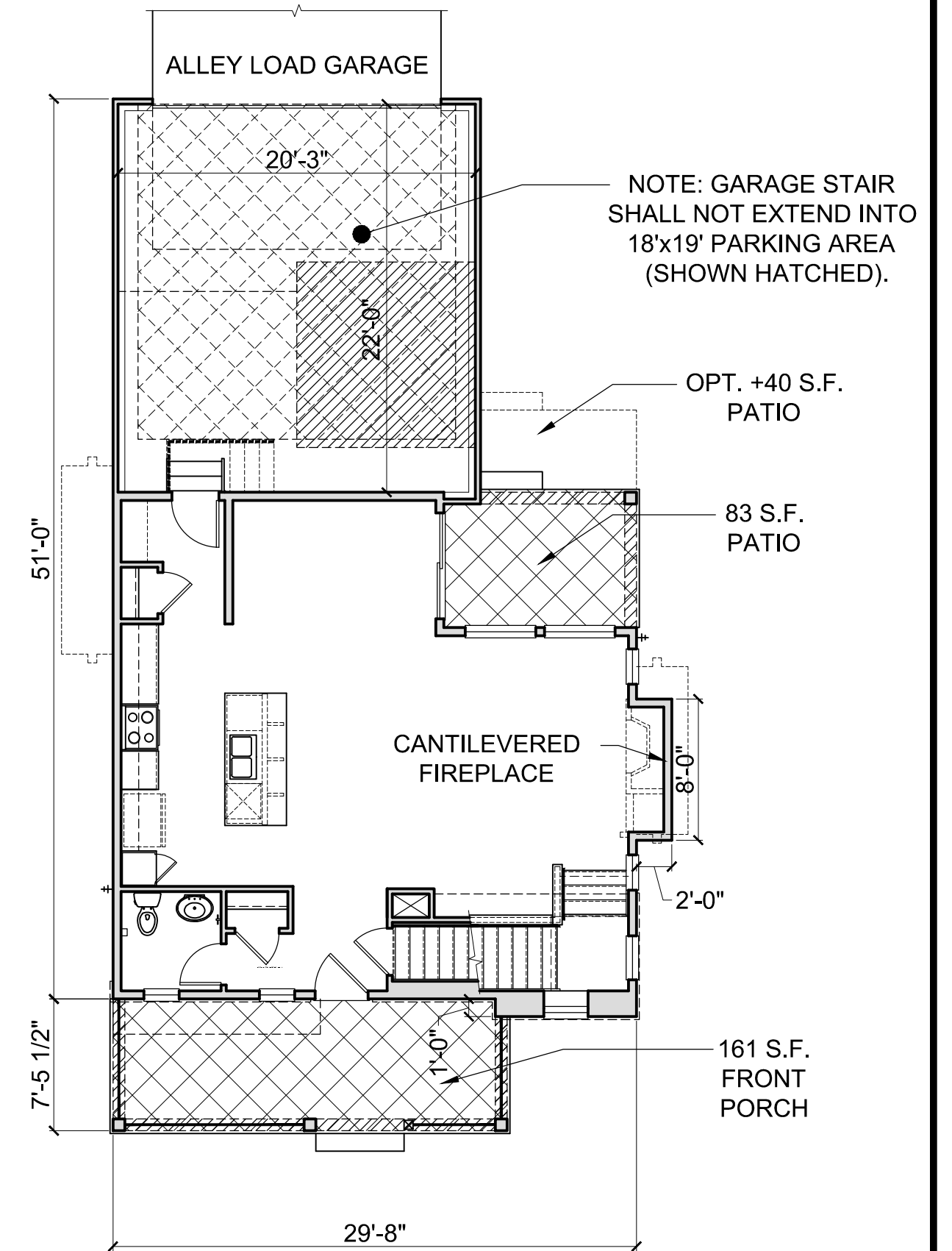
FOURTH AMENDED OFFICIAL DEVELOPMENT PLAN SHERIDAN PARK NORTH FILING NO. 1 FOR BLOCK 3

A PLANNED UNIT DEVELOPMENT IN THE
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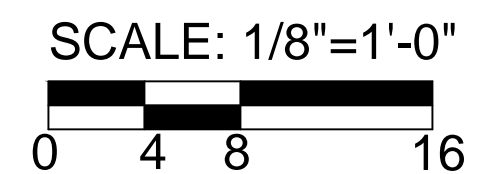
PLAN 3010 ELEVATION D - FRONT

SCALE: 1/4" = 1'-0"
466.2 SQ. FT. TOTAL, 180.5 SQ. FT. MASONRY = 38.7%
TOTAL



PLAN 3010 ELEVATION D - MAIN LEVEL

1,843 TOTAL FINISHED SQ. FT. SCALE: 1/8" = 1'-0"



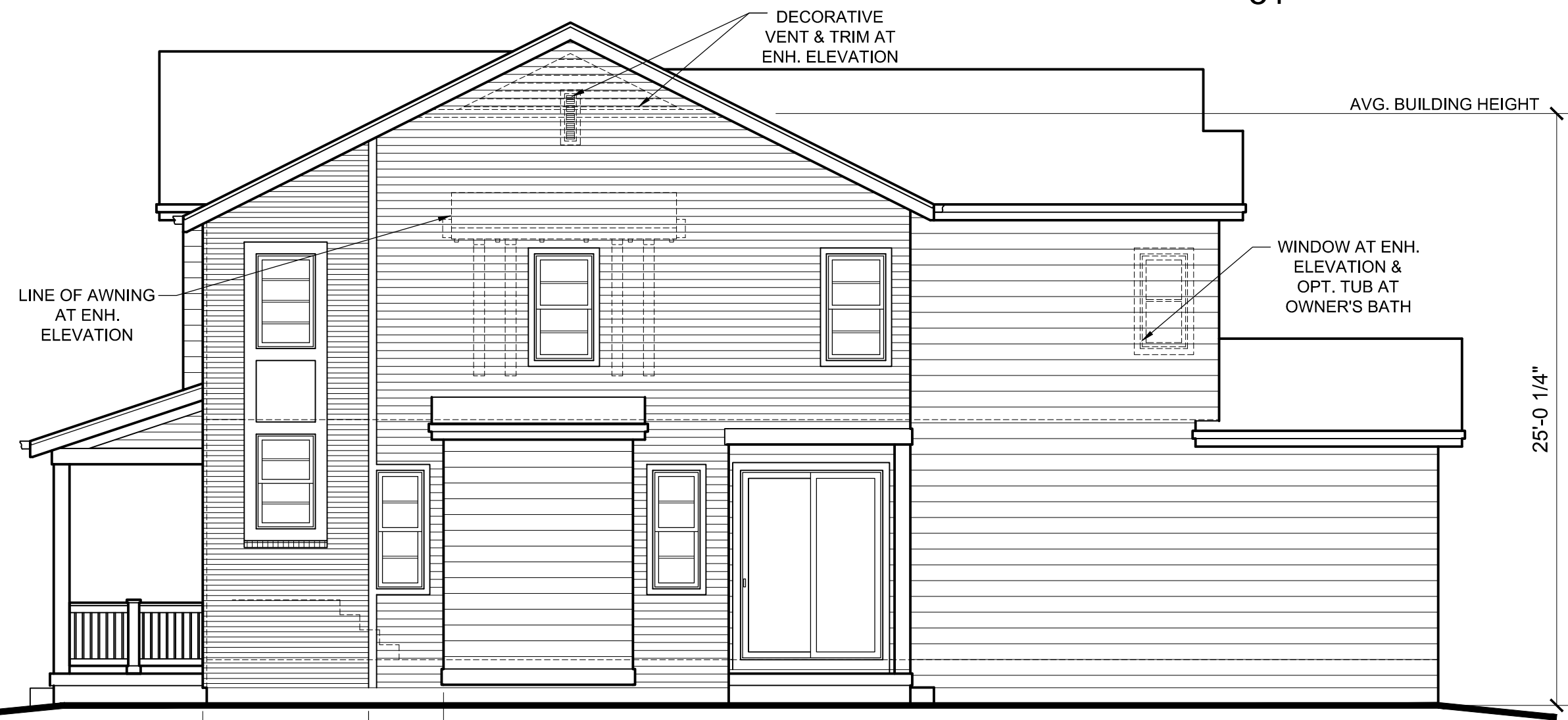
TITLE: PLAN 3010 ELEVATION D
DATE: APRIL 05, 2016
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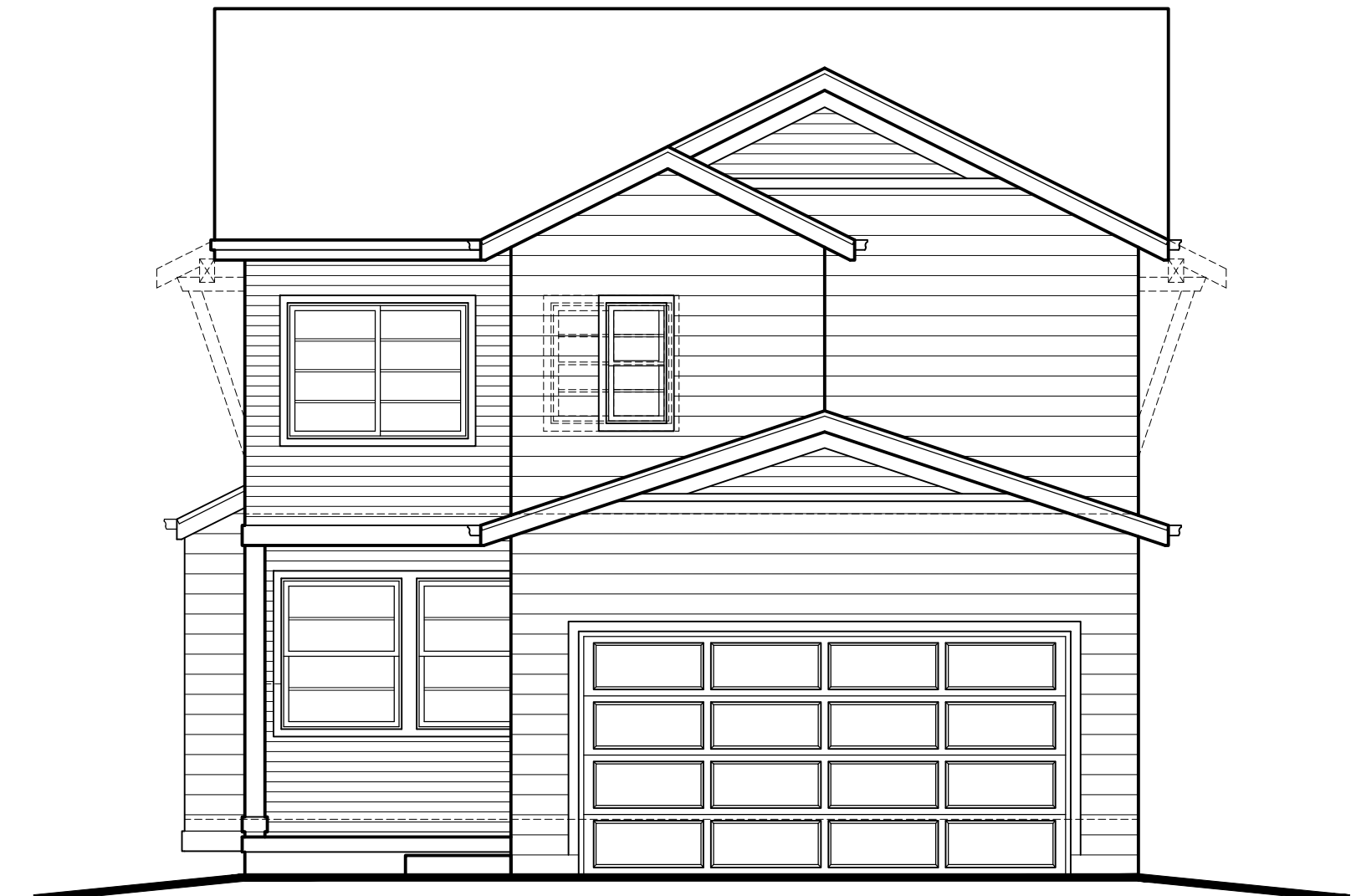
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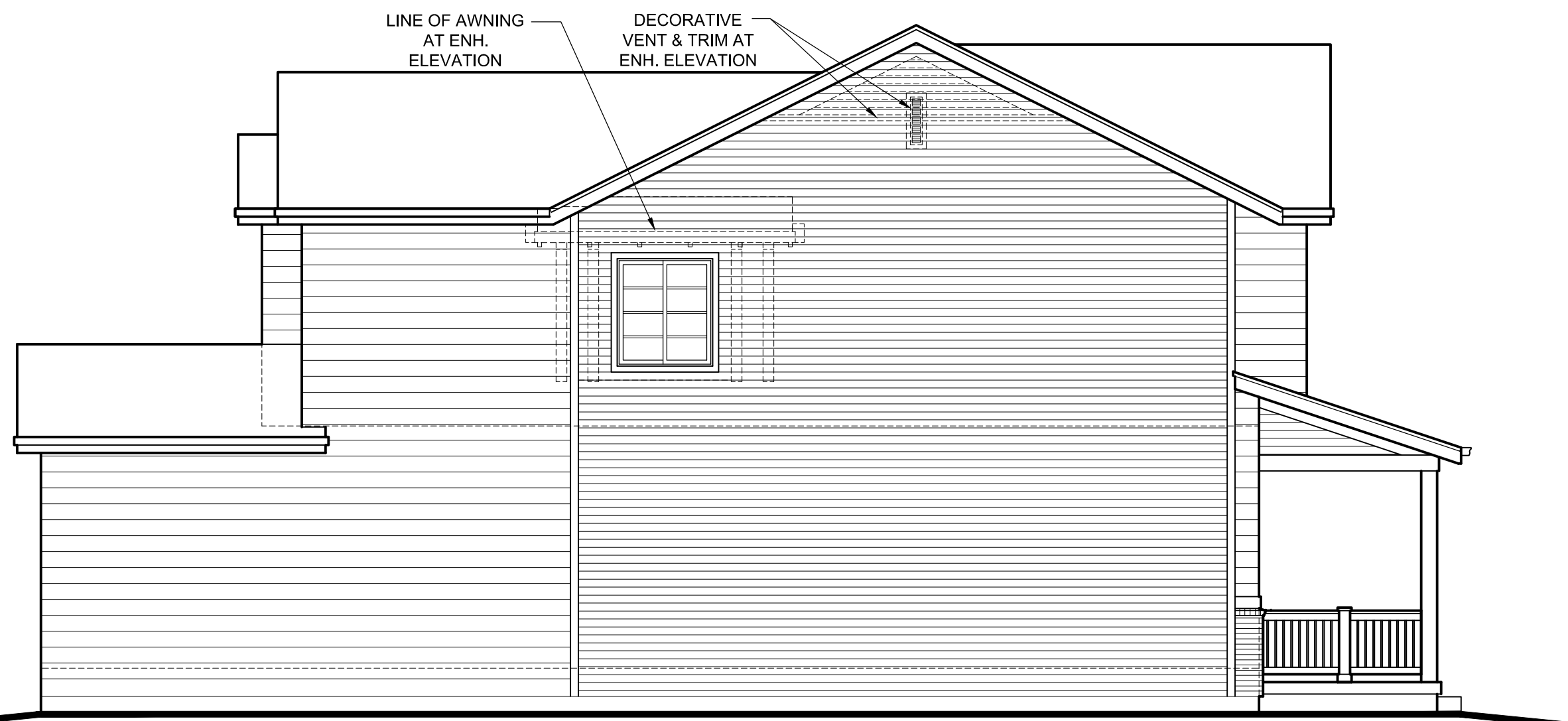
A PLANNED UNIT DEVELOPMENT IN THE
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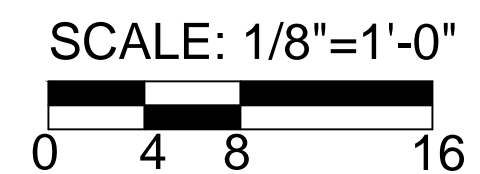
PLAN 3010 ELEVATION D - ACTIVE SIDE
SCALE: 3/16" = 1'-0"



PLAN 3010 ELEVATION D - REAR
SCALE: 3/16" = 1'-0"



PLAN 3010 ELEVATION D - PASSIVE SIDE
SCALE: 3/16" = 1'-0"



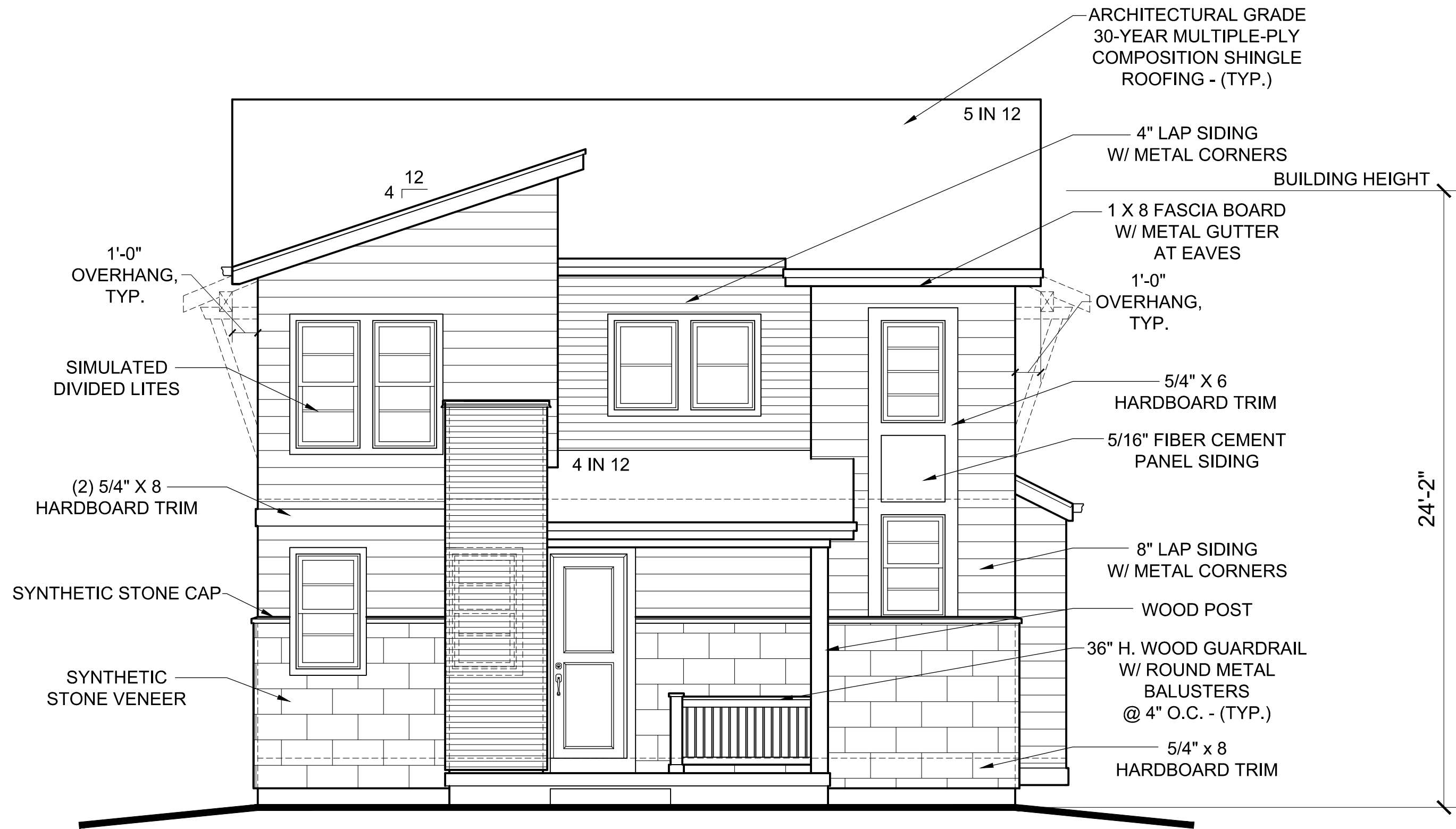
TITLE: PLAN 3010 ELEVATION D
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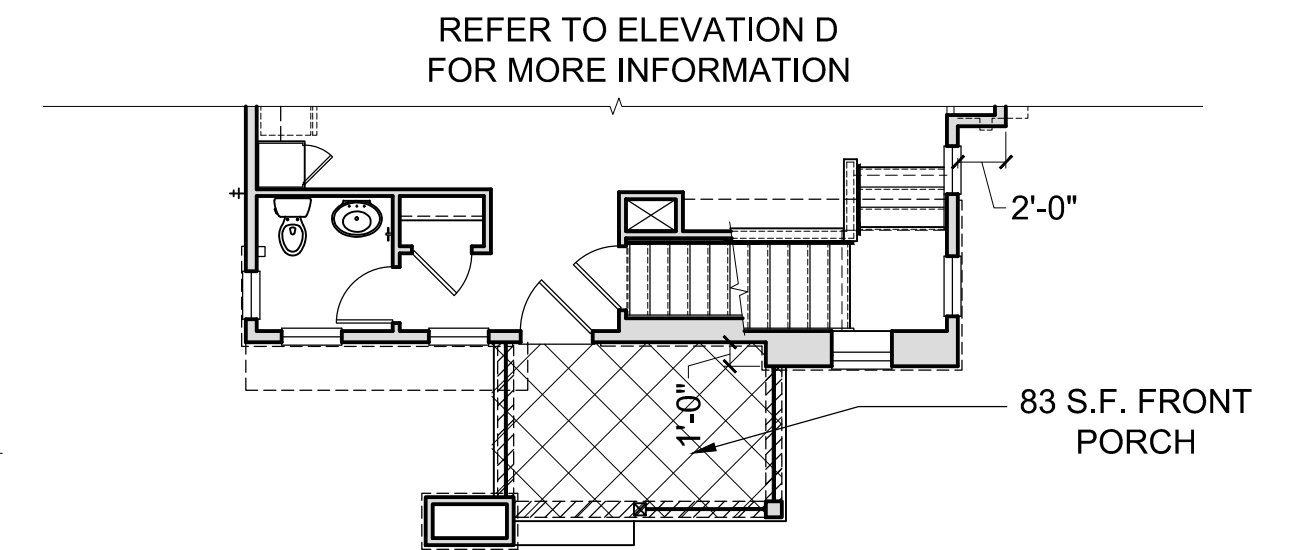
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A PLANNED UNIT DEVELOPMENT IN THE
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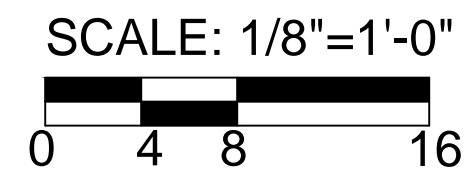
PLAN 3010 ELEVATION E - FRONT

SCALE: 1/4" = 1'-0"
461.8 SQ. FT. TOTAL, 207.2 SQ. FT. MASONRY = 44.9%
TOTAL



PLAN 3010 ELEVATION E - MAIN LEVEL

1,843 TOTAL FINISHED SQ. FT. SCALE: 1/8" = 1'-0"



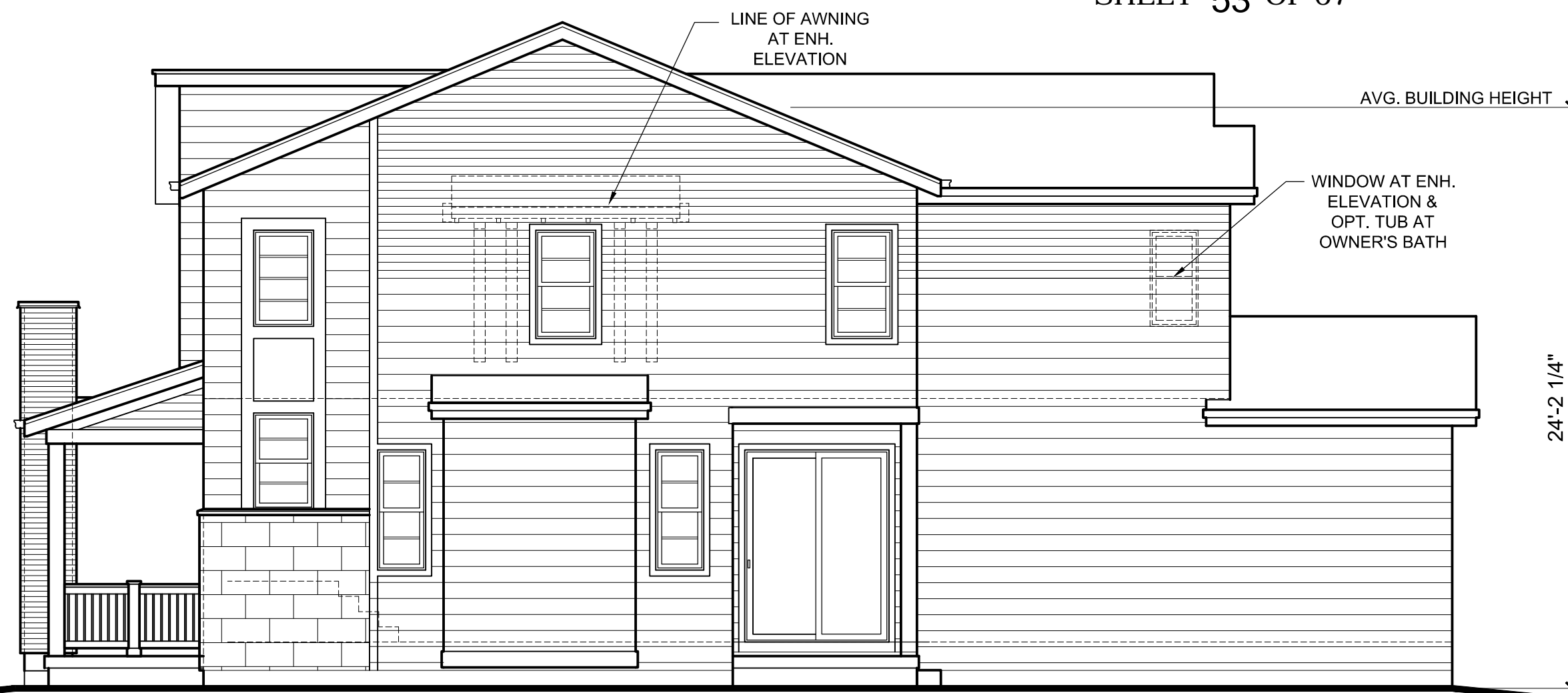
TITLE: PLAN 3010 ELEVATION E
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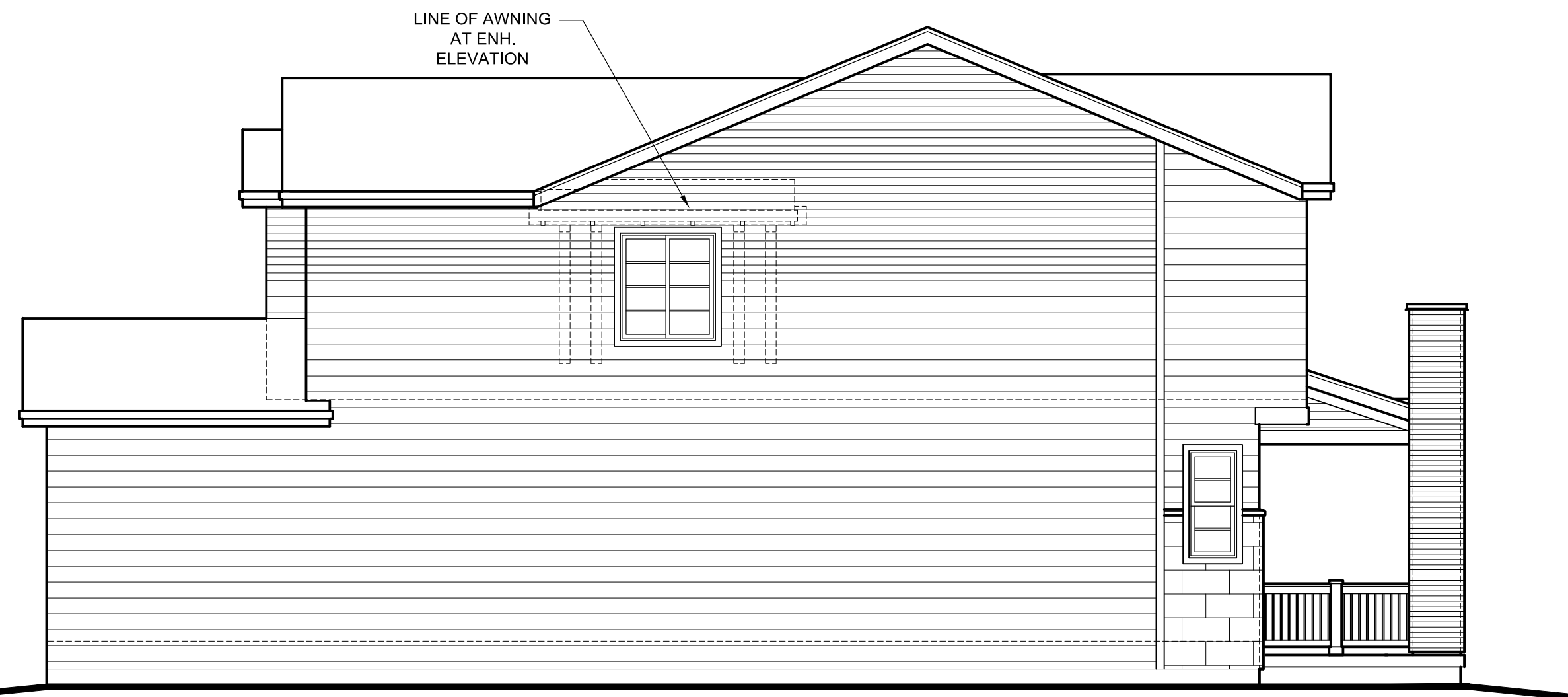
A PLANNED UNIT DEVELOPMENT IN THE
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PLAN 3010 ELEVATION E - ACTIVE SIDE
SCALE: 3/16" = 1'-0"



PLAN 3010 ELEVATION E - REAR
SCALE: 3/16" = 1'-0"



PLAN 3010 ELEVATION E - PASSIVE SIDE
SCALE: 3/16" = 1'-0"

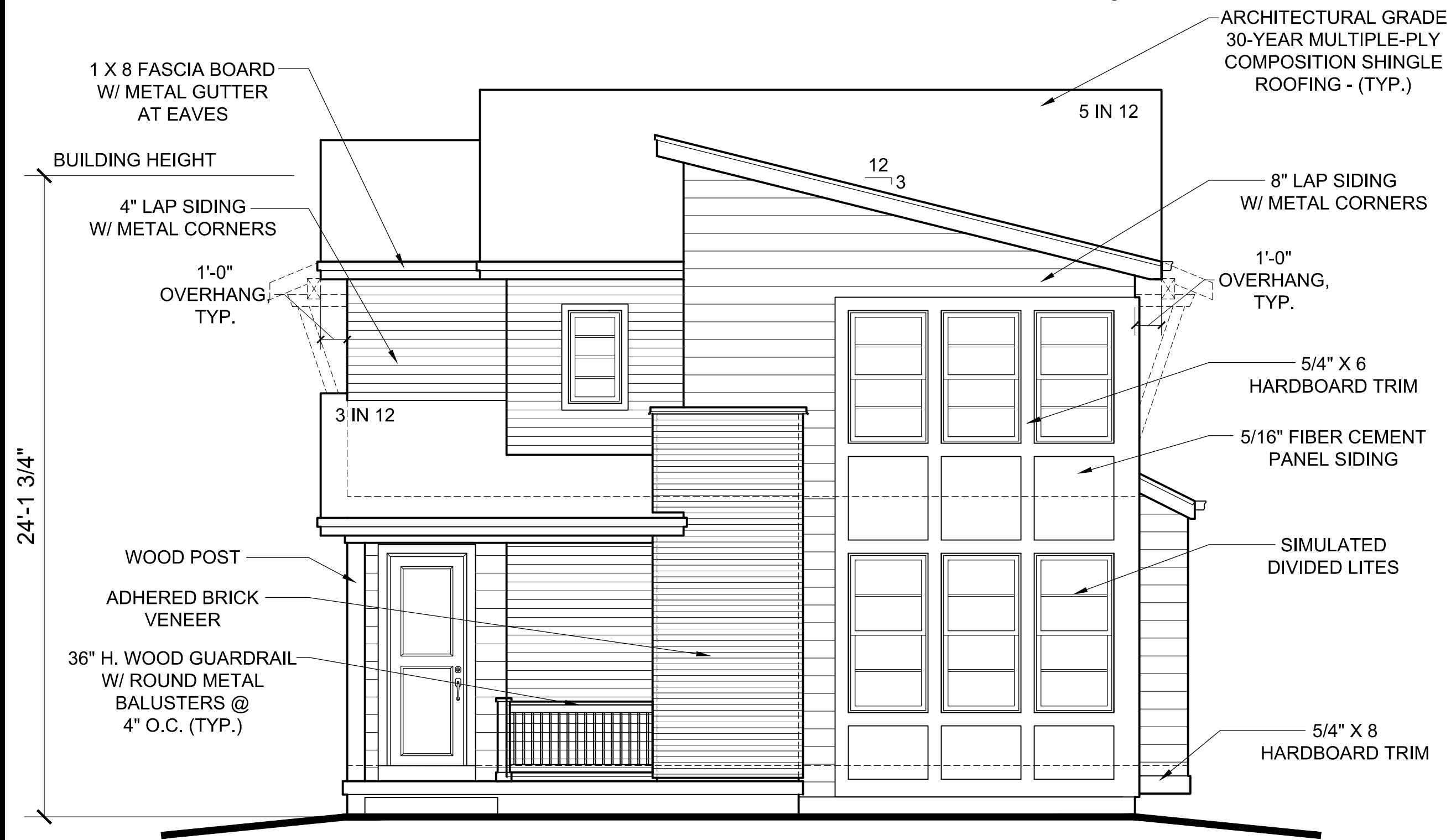
TITLE: PLAN 3010 ELEVATION E
DATE: APRIL 05, 2016
SHEET: 53 OF 67



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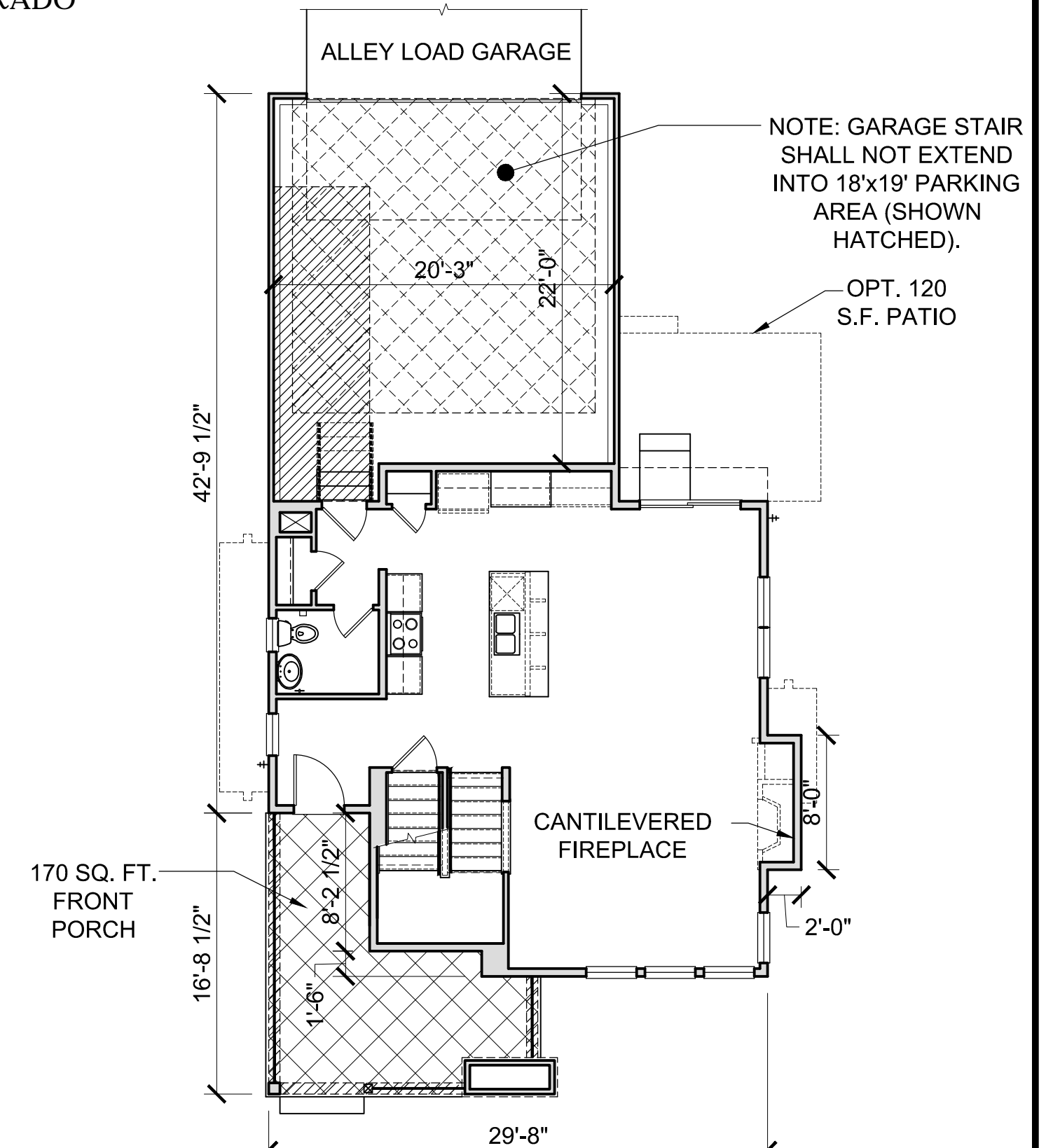
FOURTH AMENDED OFFICIAL DEVELOPMENT PLAN SHERIDAN PARK NORTH FILING NO. 1 FOR BLOCK 3

A PLANNED UNIT DEVELOPMENT IN THE
CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO
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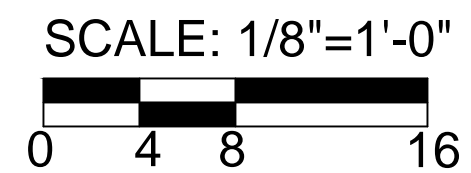
PLAN 3020 ELEVATION E - FRONT

SCALE: 1/4" = 1'-0"
438.7 SQ. FT. TOTAL, 97.5 SQ. FT. MASONRY = 22.2% TOTAL



PLAN 3020 ELEVATION E - MAIN LEVEL

2,038 TOTAL FINISHED SQ. FT. SCALE: 1/8" = 1'-0"



TITLE: PLAN 3020 ELEVATION E
DATE: APRIL 05, 2016
SHEET: 54 OF 67



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A PLANNED UNIT DEVELOPMENT IN THE
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PLAN 3020 ELEVATION E - ACTIVE SIDE
SCALE: 3/16" = 1'-0"



PLAN 3020 ELEVATION E - REAR
SCALE: 3/16" = 1'-0"



PLAN 3020 ELEVATION E - PASSIVE SIDE
SCALE: 3/16" = 1'-0"

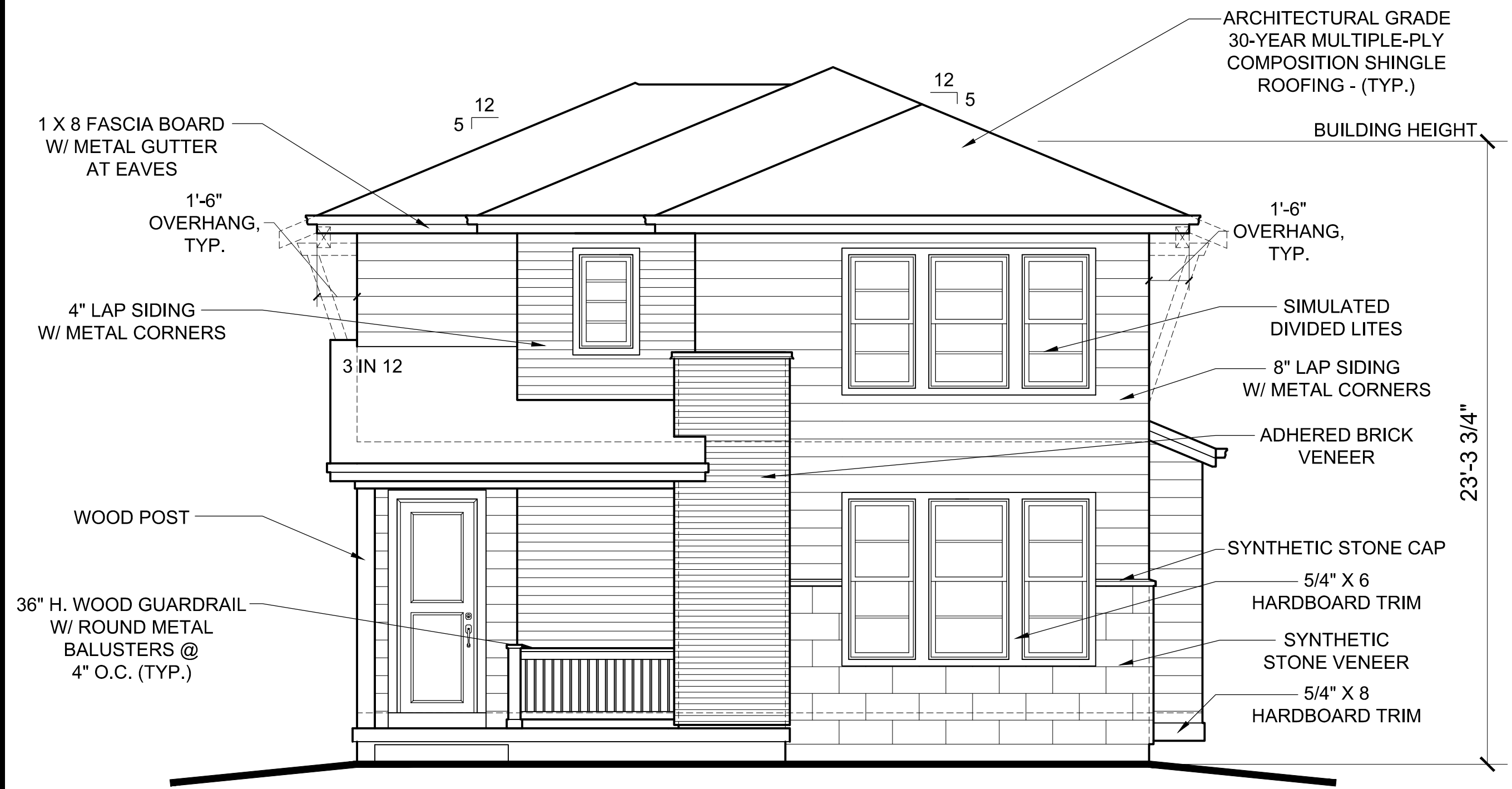
TITLE: PLAN 3020 ELEVATION E
DATE: APRIL 05, 2016
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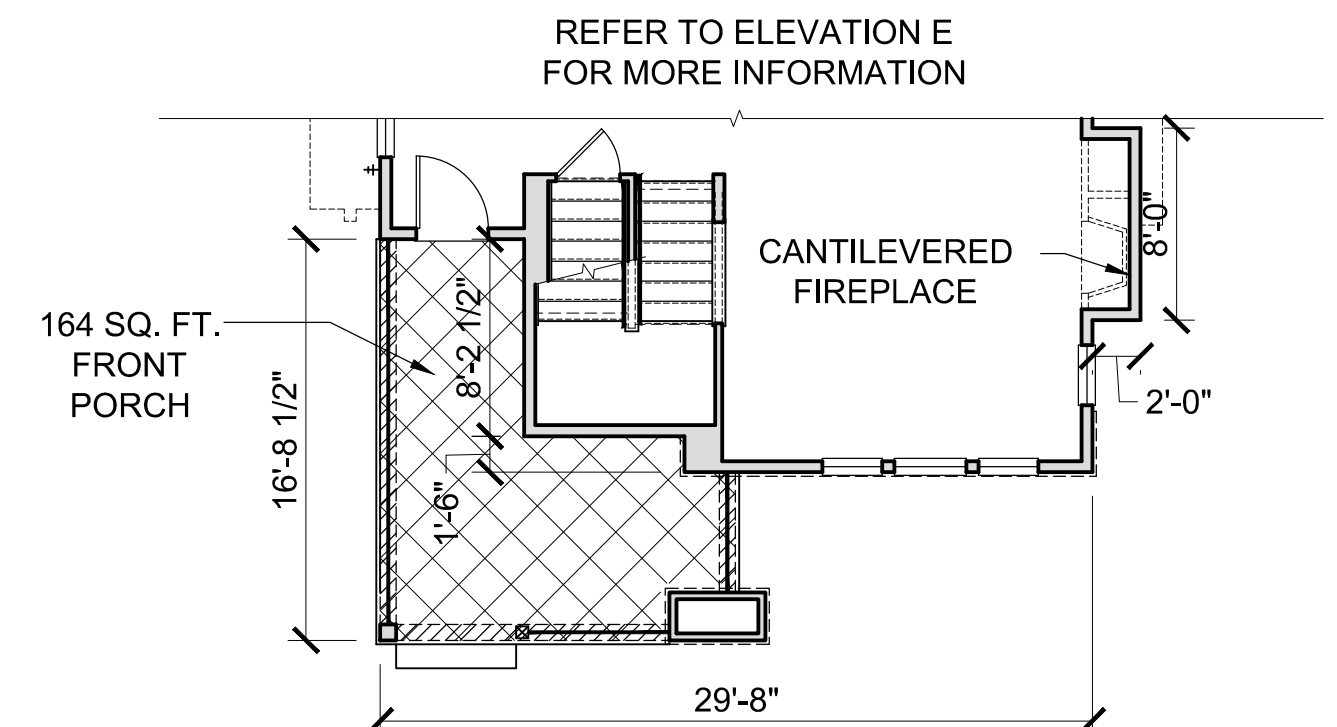
FOURTH AMENDED OFFICIAL DEVELOPMENT PLAN SHERIDAN PARK NORTH FILING NO. 1 FOR BLOCK 3

A PLANNED UNIT DEVELOPMENT IN THE
CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO
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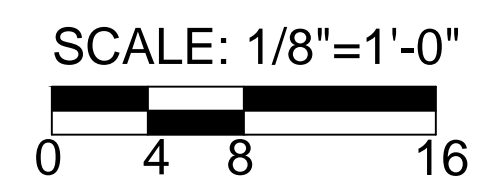
PLAN 3020 ELEVATION F - FRONT

SCALE: 1/4" = 1'-0"
399.3 SQ. FT. TOTAL, 159.4 SQ. FT. MASONRY = 39.9% TOTAL



PLAN 3020 ELEVATION F - MAIN LEVEL

2,038 TOTAL FINISHED SQ. FT. SCALE: 1/8" = 1'-0"



TITLE: PLAN 3020 ELEVATION F
DATE: APRIL 05, 2016
SHEET: 56 OF 67



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A PLANNED UNIT DEVELOPMENT IN THE
CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO
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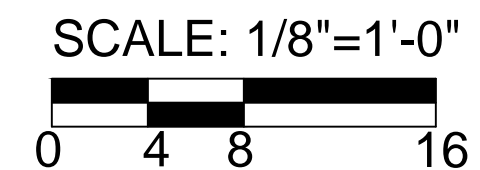
PLAN 3020 ELEVATION F - ACTIVE SIDE
SCALE: 3/16" = 1'-0"



PLAN 3020 ELEVATION F - REAR
SCALE: 3/16" = 1'-0"



PLAN 3020 ELEVATION F - PASSIVE SIDE
SCALE: 3/16" = 1'-0"



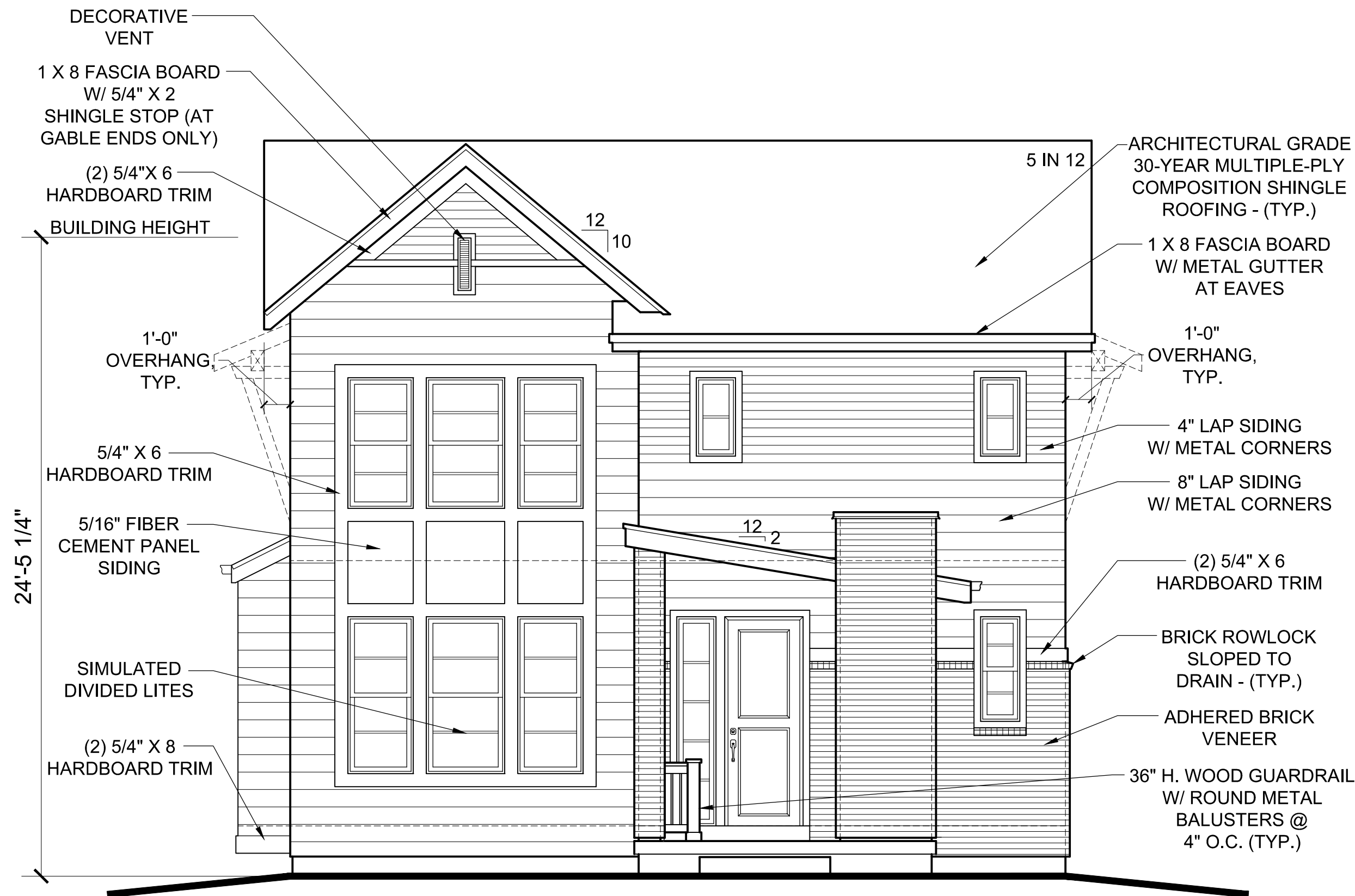
TITLE: PLAN 3020 ELEVATION F
DATE: APRIL 05, 2016
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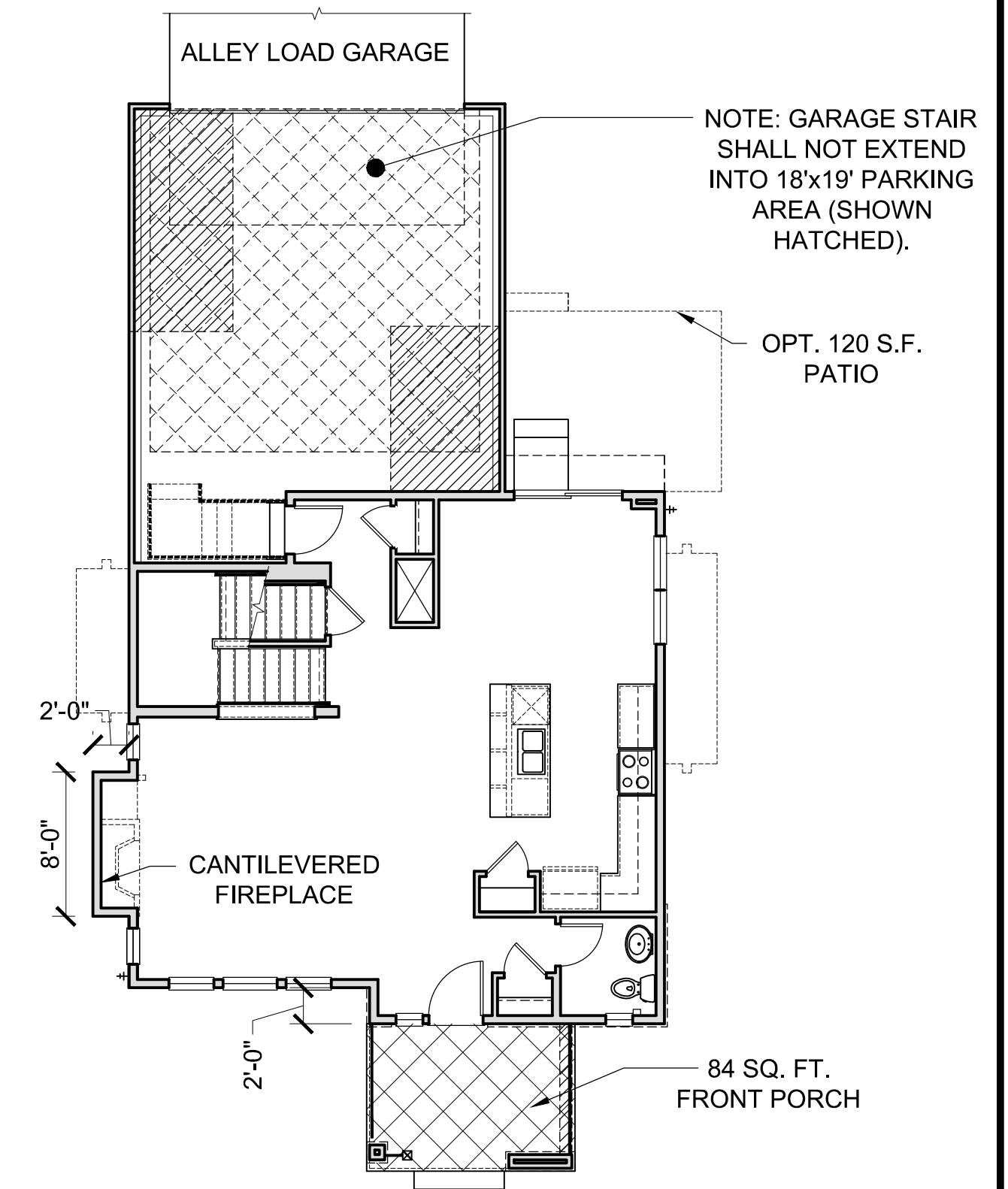
FOURTH AMENDED OFFICIAL DEVELOPMENT PLAN SHERIDAN PARK NORTH FILING NO. 1 FOR BLOCK 3

A PLANNED UNIT DEVELOPMENT IN THE
CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO
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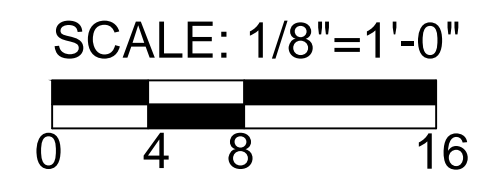
PLAN 3030 ELEVATION D - FRONT

SCALE: 1/4" = 1'-0"
483.7 SQ. FT. TOTAL, 112.1 SQ. FT. MASONRY = 23.2% TOTAL



PLAN 3030 ELEVATION D - MAIN LEVEL

2,063 TOTAL FINISHED SQ. FT. SCALE: 1/8" = 1'-0"



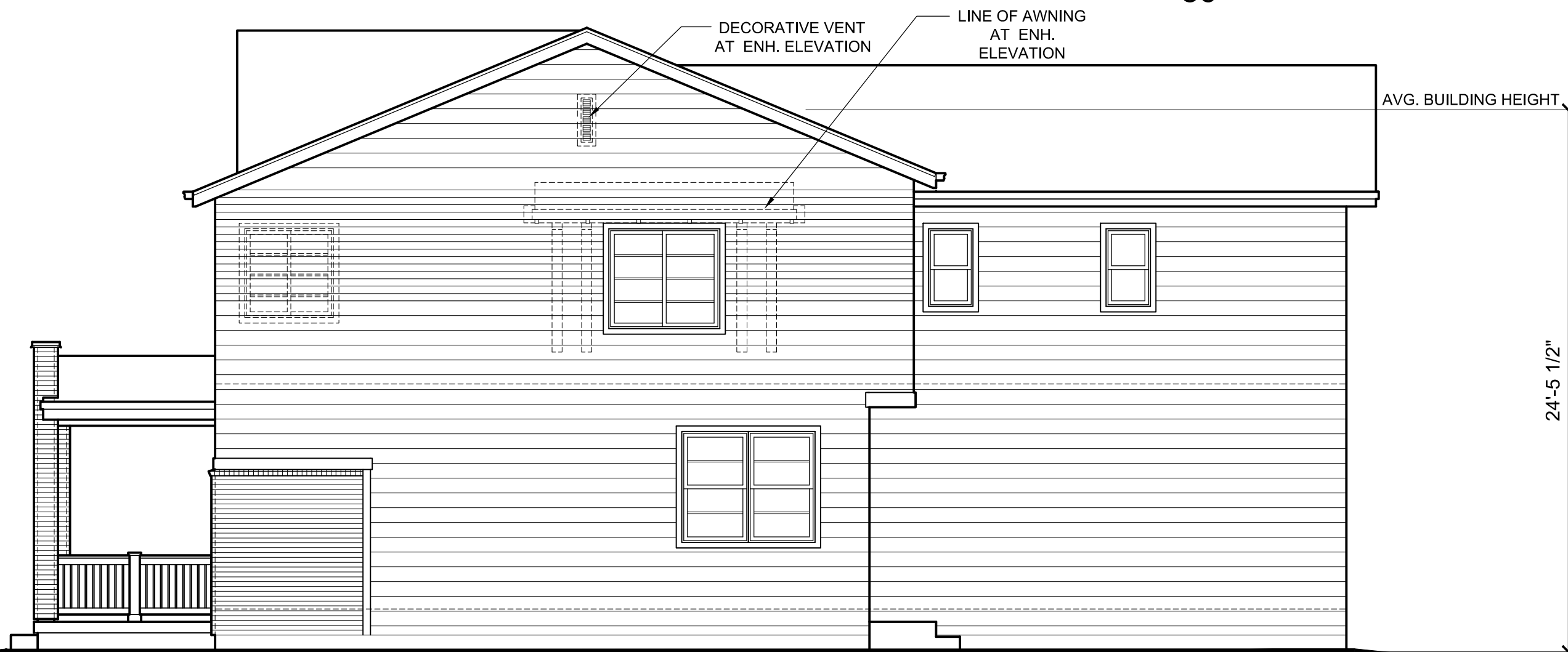
TITLE: PLAN 3030 ELEVATION D
DATE: APRIL 05, 2016
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FOURTH AMENDED OFFICIAL DEVELOPMENT PLAN SHERIDAN PARK NORTH FILING NO. 1 FOR BLOCK 3

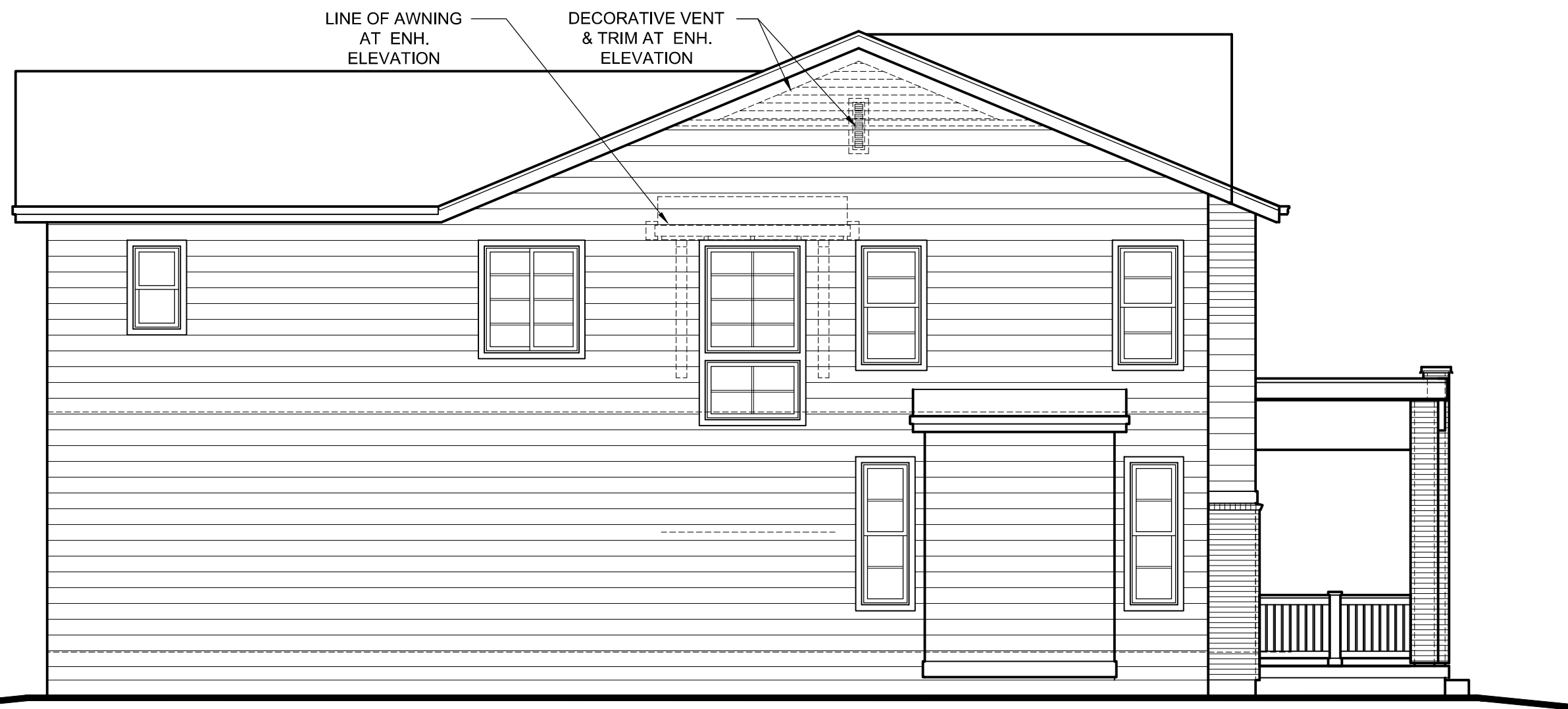
A PLANNED UNIT DEVELOPMENT IN THE
CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO
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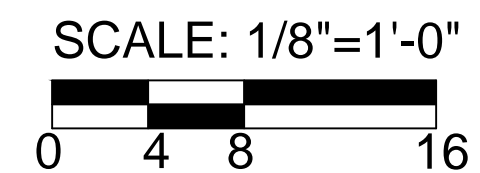
PLAN 3030 ELEVATION D - ACTIVE SIDE
SCALE: 3/16" = 1'-0"



PLAN 3030 ELEVATION D - REAR
SCALE: 3/16" = 1'-0"



PLAN 3030 ELEVATION D - PASSIVE SIDE
SCALE: 3/16" = 1'-0"



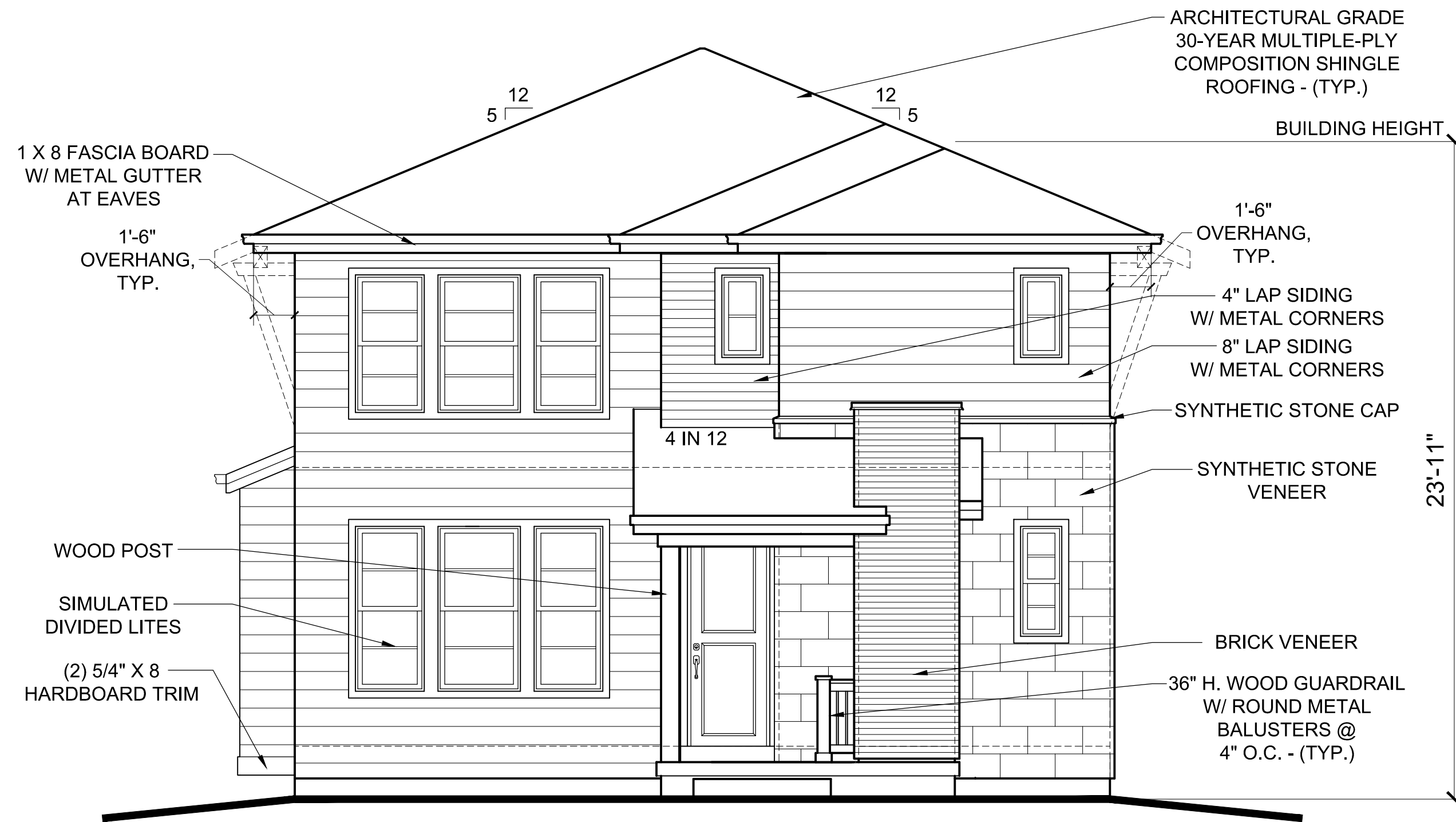
TITLE: PLAN 3030 ELEVATION D
DATE: APRIL 05, 2016
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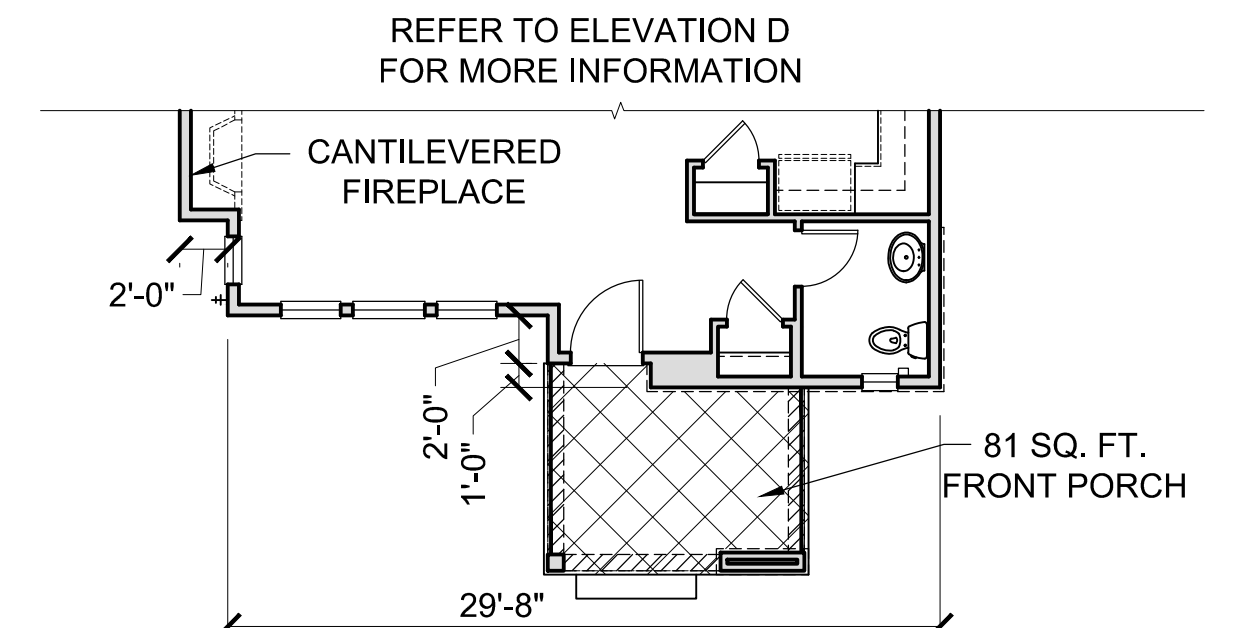
FOURTH AMENDED OFFICIAL DEVELOPMENT PLAN SHERIDAN PARK NORTH FILING NO. 1 FOR BLOCK 3

A PLANNED UNIT DEVELOPMENT IN THE
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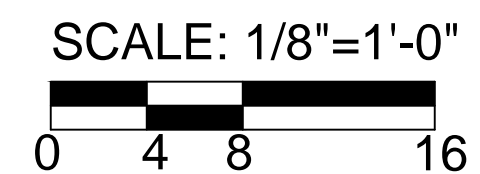
PLAN 3030 ELEVATION F - FRONT

SCALE: 1/4" = 1'-0"
404.9 SQ. FT. TOTAL, 147.8 SQ. FT. MASONRY = 36.5% TOTAL



PLAN 3030 ELEVATION F - MAIN LEVEL

2,087 TOTAL FINISHED SQ. FT. SCALE: 1/8" = 1'-0"



TITLE: PLAN 3030 ELEVATION F
DATE: APRIL 05, 2016
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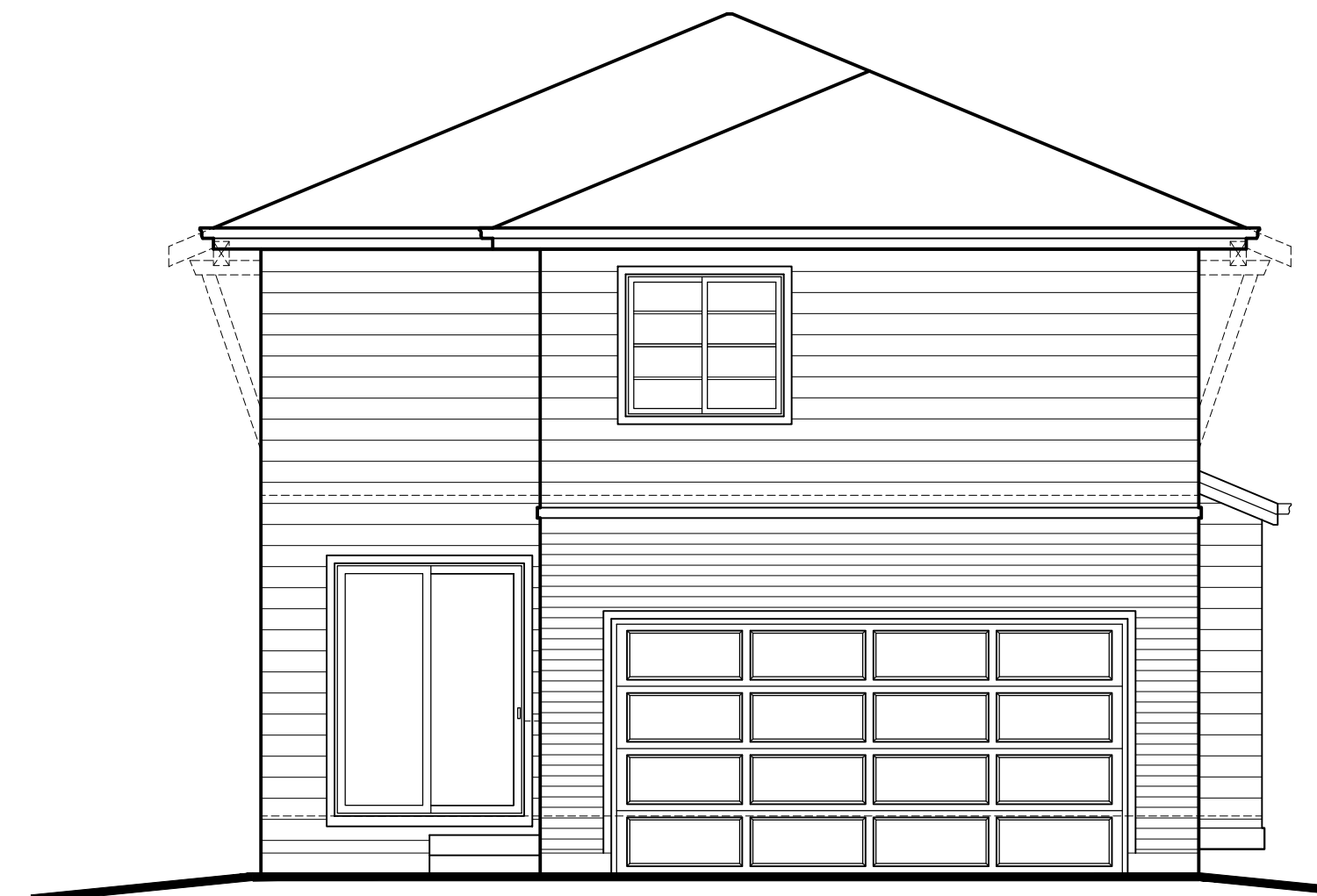
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FOURTH AMENDED OFFICIAL DEVELOPMENT PLAN SHERIDAN PARK NORTH FILING NO. 1 FOR BLOCK 3

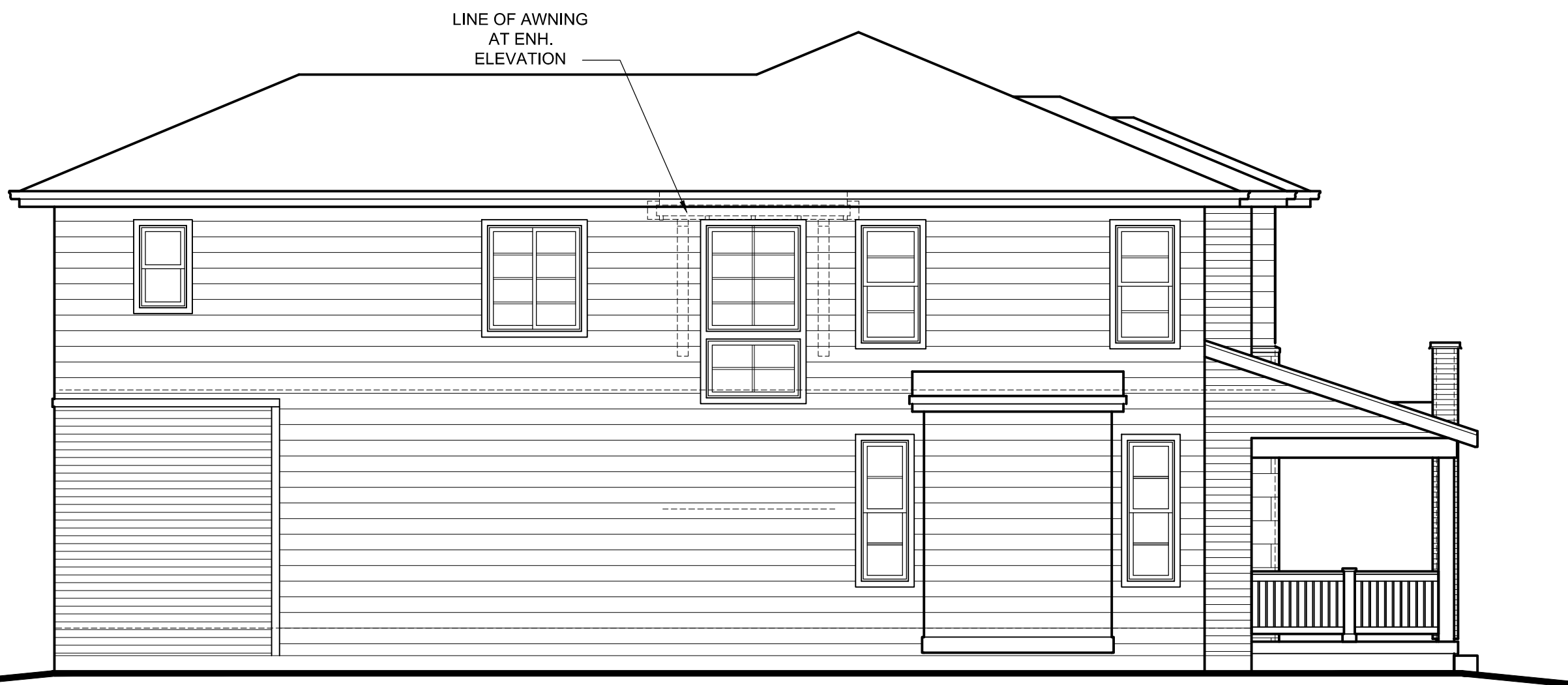
A PLANNED UNIT DEVELOPMENT IN THE
CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO
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PLAN 3030 ELEVATION F - ACTIVE SIDE
SCALE: 3/16" = 1'-0"



PLAN 3030 ELEVATION F - REAR
SCALE: 3/16" = 1'-0"



PLAN 3030 ELEVATION F - PASSIVE SIDE
SCALE: 3/16" = 1'-0"

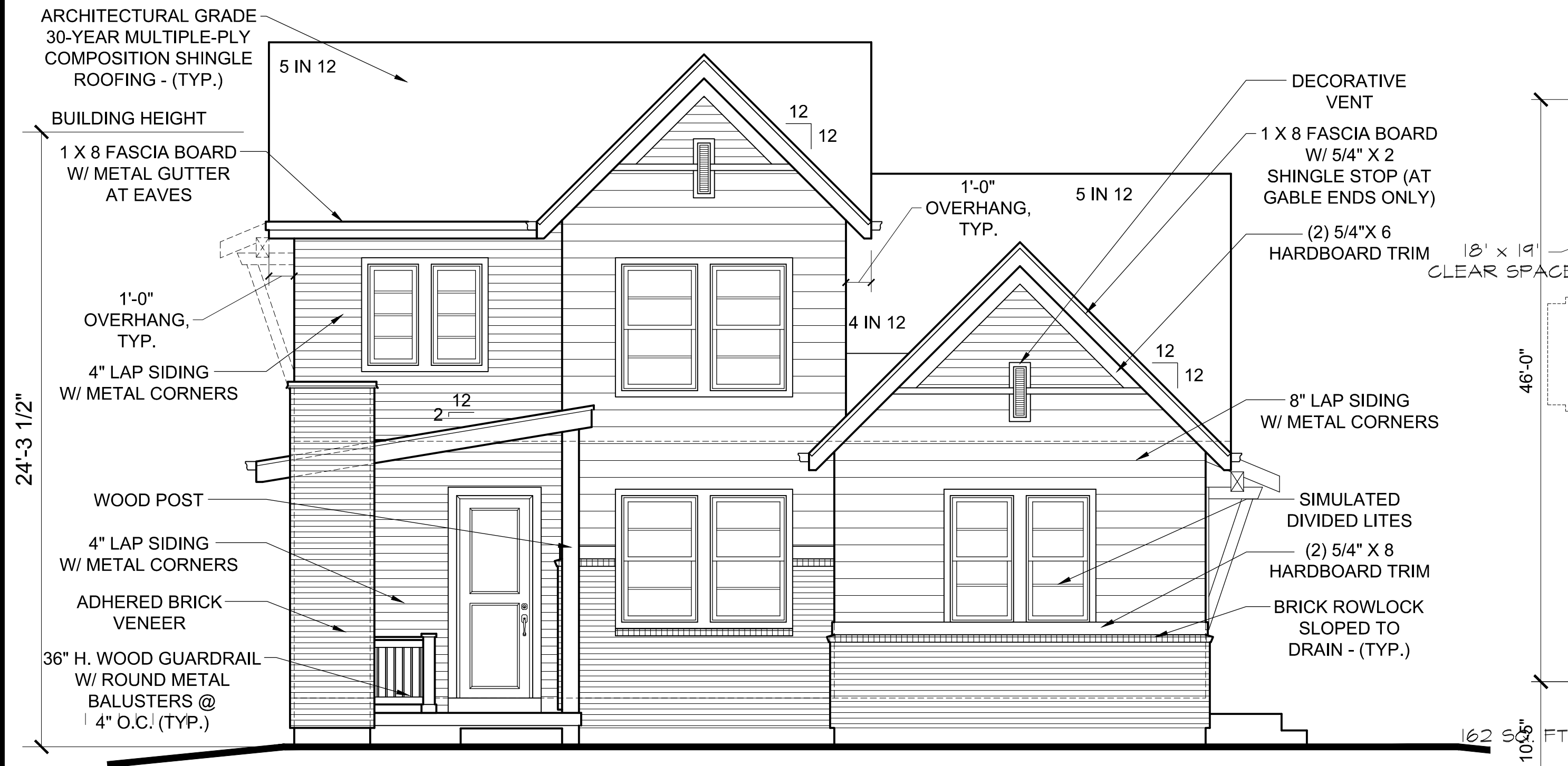
TITLE: PLAN 3030 ELEVATION F
DATE: APRIL 05, 2016
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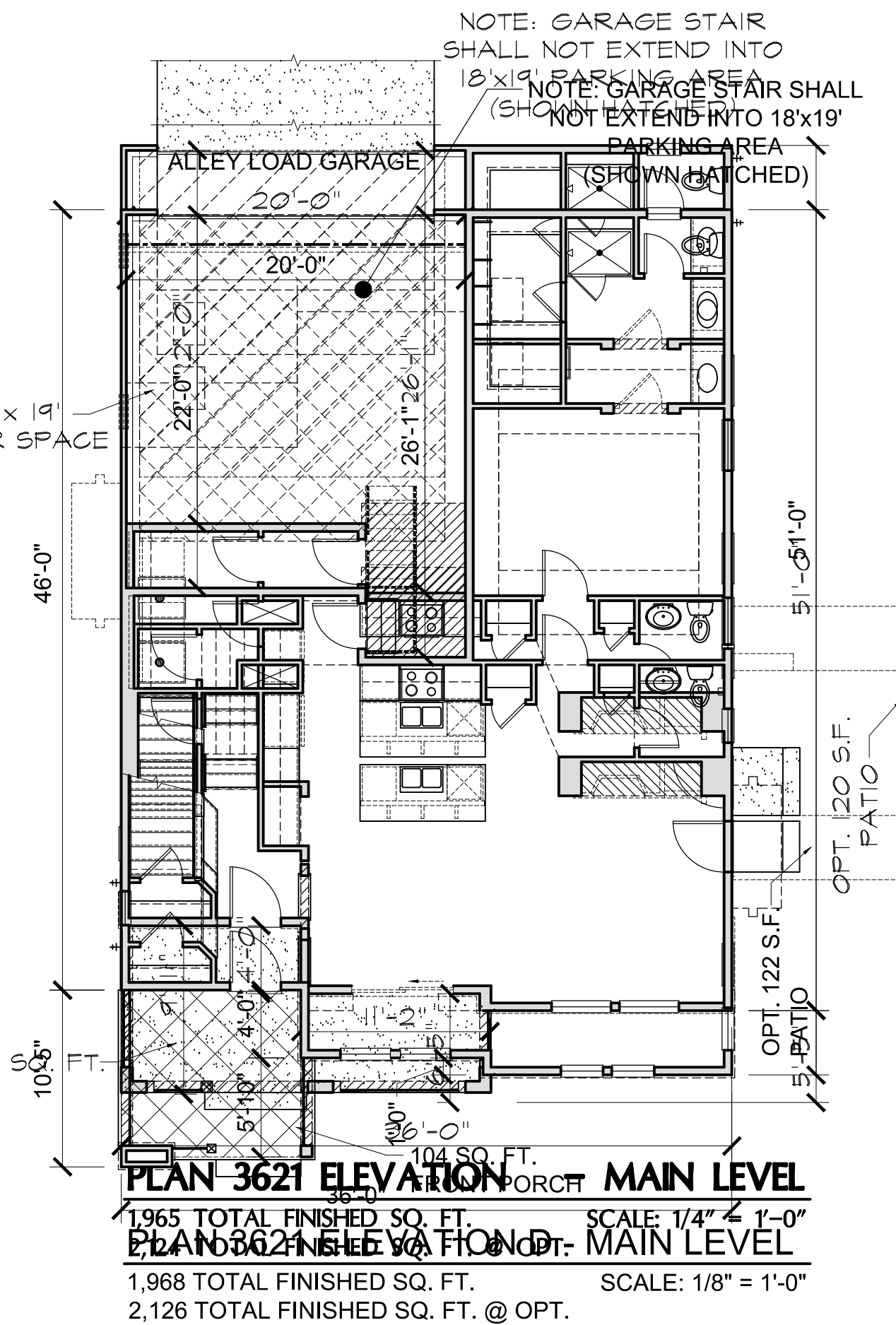
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A PLANNED UNIT DEVELOPMENT IN THE
CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO
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PLAN 3621 ELEVATION D - FRONT
SCALE: 1/4" = 1'-0"
541.3 SQ. FT. TOTAL, 158.5 SQ. FT. MASONRY = 29.3% TOTAL



TITLE: PLAN 3621 ELEVATION D
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FOURTH AMENDED OFFICIAL DEVELOPMENT PLAN SHERIDAN PARK NORTH FILING NO. 1 FOR BLOCK 3

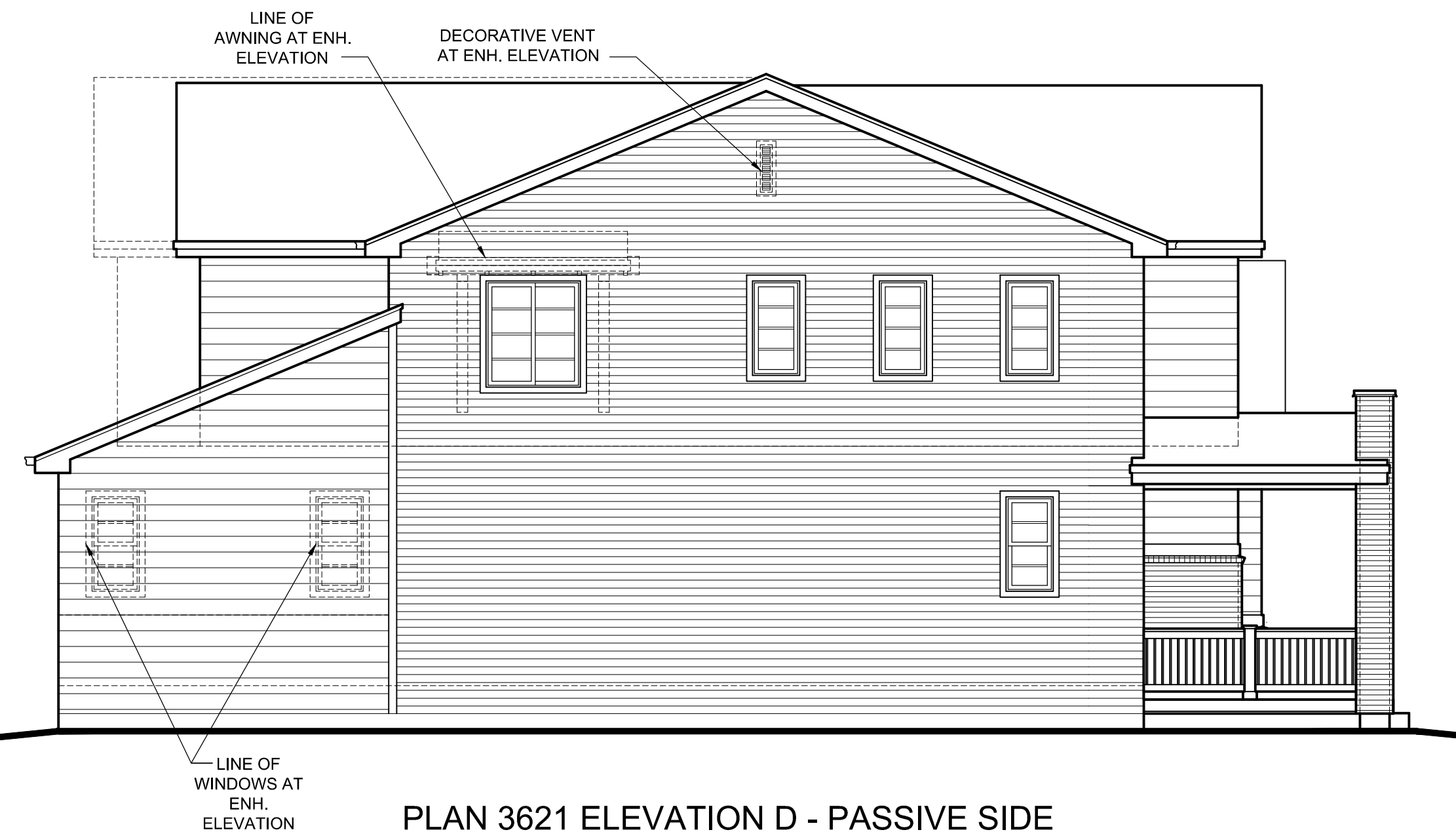
A PLANNED UNIT DEVELOPMENT IN THE
CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 63 OF 67



PLAN 3621 ELEVATION D - ACTIVE SIDE
SCALE: 3/16" = 1'-0"



PLAN 3621 ELEVATION D - REAR
SCALE: 3/16" = 1'-0"



PLAN 3621 ELEVATION D - PASSIVE SIDE
SCALE: 3/16" = 1'-0"

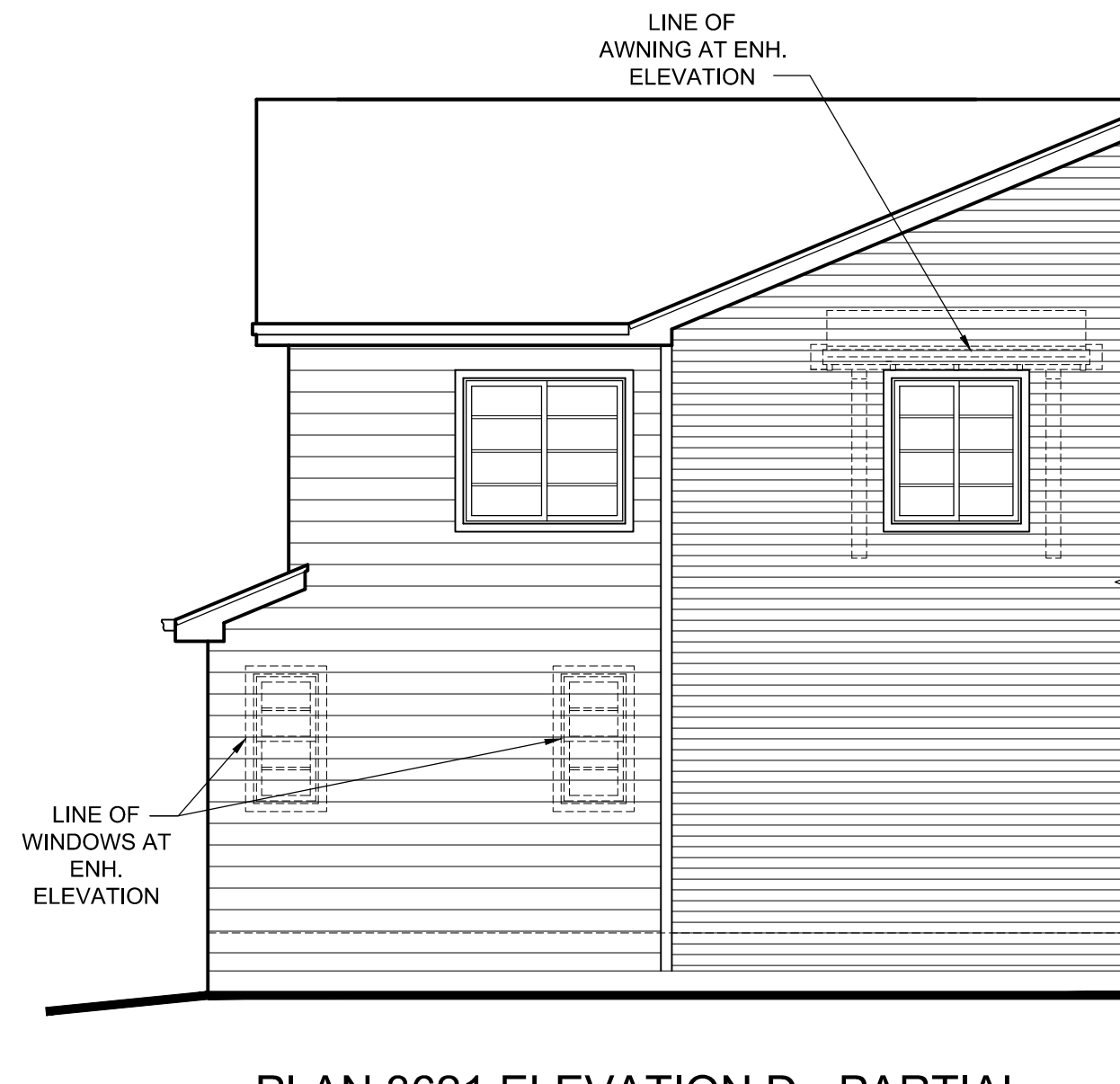
TITLE: PLAN 3621 ELEVATION D
DATE: APRIL 05, 2016
SHEET: 63 OF 67



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**PLAN 3621 ELEVATION D - PARTIAL
PASSIVE SIDE W/ OPT. MASTER**

SCALE: 3/16" = 1'-0"
SHOWN W/ OPT. SECONDARY MASTER



REAR ELEVATION W/ OPT. MASTER

PLAN 3621 ELEVATION D SCALE: 3/16" = 1'-0"
SHOWN W/ OPT. SECONDARY MASTER

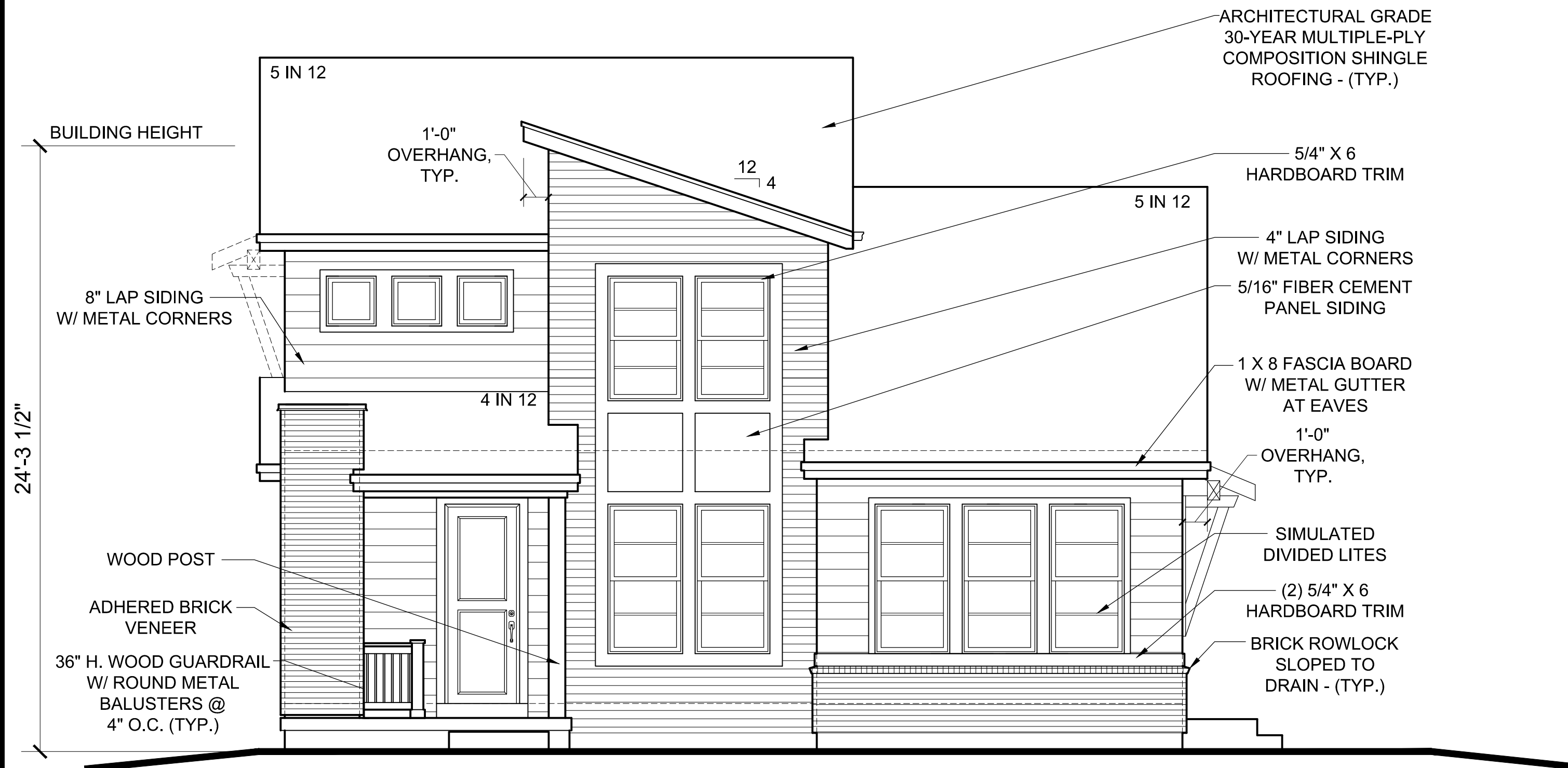
TITLE: PLAN 3621 ELEVATION D
DATE: APRIL 05, 2016
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FOURTH AMENDED OFFICIAL DEVELOPMENT PLAN SHERIDAN PARK NORTH FILING NO. 1 FOR BLOCK 3

A PLANNED UNIT DEVELOPMENT IN THE
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PLAN 3621 ELEVATION E - FRONT
SCALE: 1/4" = 1'-0"
400.9 SQ. FT. TOTAL, 88.7 SQ. FT. MASONRY = 22.1% TOTAL

ARCHITECTURAL GRADE
30-YEAR MULTIPLE-PLY
COMPOSITION SHINGLE
ROOFING - (TYP.)

5/4" X 6
HARDBOARD TRIM

4" LAP SIDING
W/ METAL CORNERS

5/16" FIBER CEMENT
PANEL SIDING

1 X 8 FASCIA BOARD
W/ METAL GUTTER
AT EAVES

1'-0"
OVERHANG,
TYP.

SIMULATED
DIVIDED LITES

(2) 5/4" X 6
HARDBOARD TRIM

BRICK ROWLOCK
SLOPED TO
DRAIN - (TYP.)

BUILDING HEIGHT

1'-0"
OVERHANG,
TYP.

12
4

8" LAP SIDING
W/ METAL CORNERS

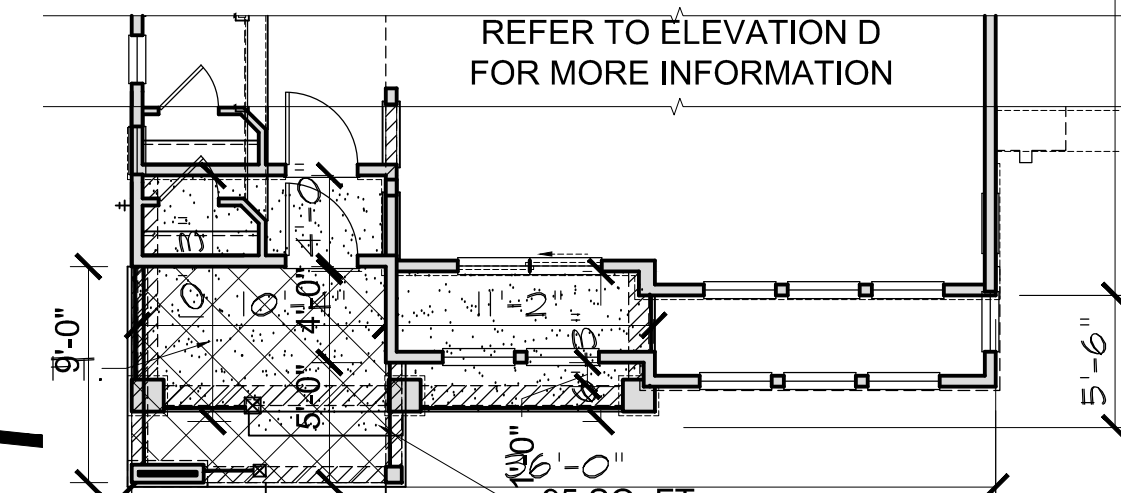
4 IN 12

5 IN 12

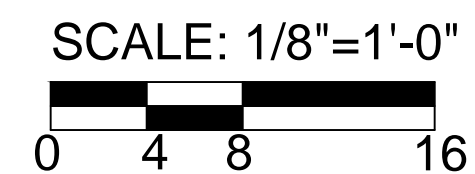
WOOD POST

ADHERED BRICK
VENEER

36" H. WOOD GUARDRAIL
W/ ROUND METAL
BALUSTERS @
4" O.C. (TYP.)



PLAN 3621 ELEVATION D - MAIN LEVEL
1,965 TOTAL FINISHED SQ. FT. SCALE: 1/4" = 1'-0"
PLAN 3621 ELEVATION E - MAIN LEVEL
1,968 TOTAL FINISHED SQ. FT. SCALE: 1/8" = 1'-0"
2,126 TOTAL FINISHED SQ. FT. @ OPT.



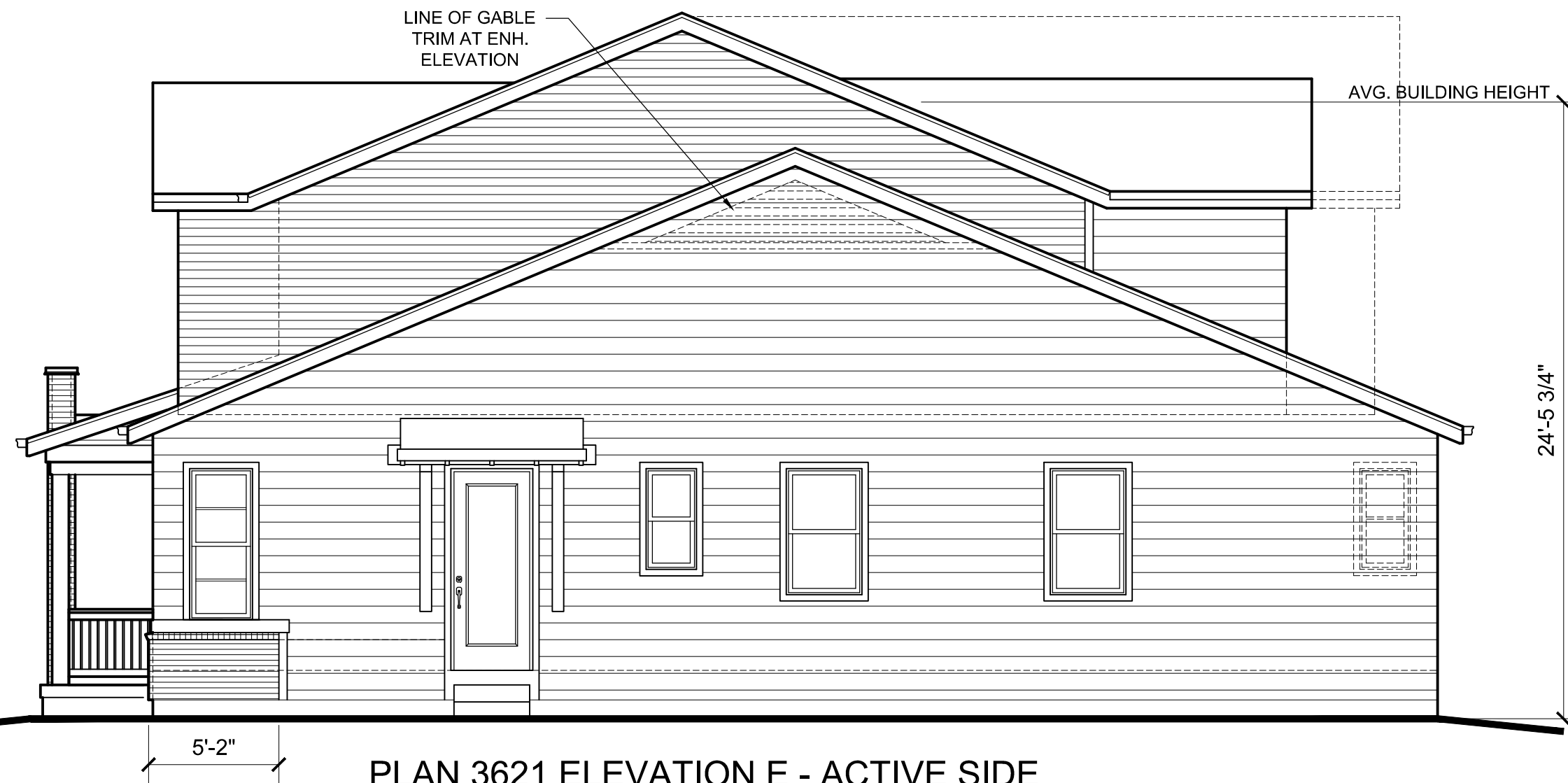
TITLE: PLAN 3621 ELEVATION E
DATE: APRIL 05, 2016
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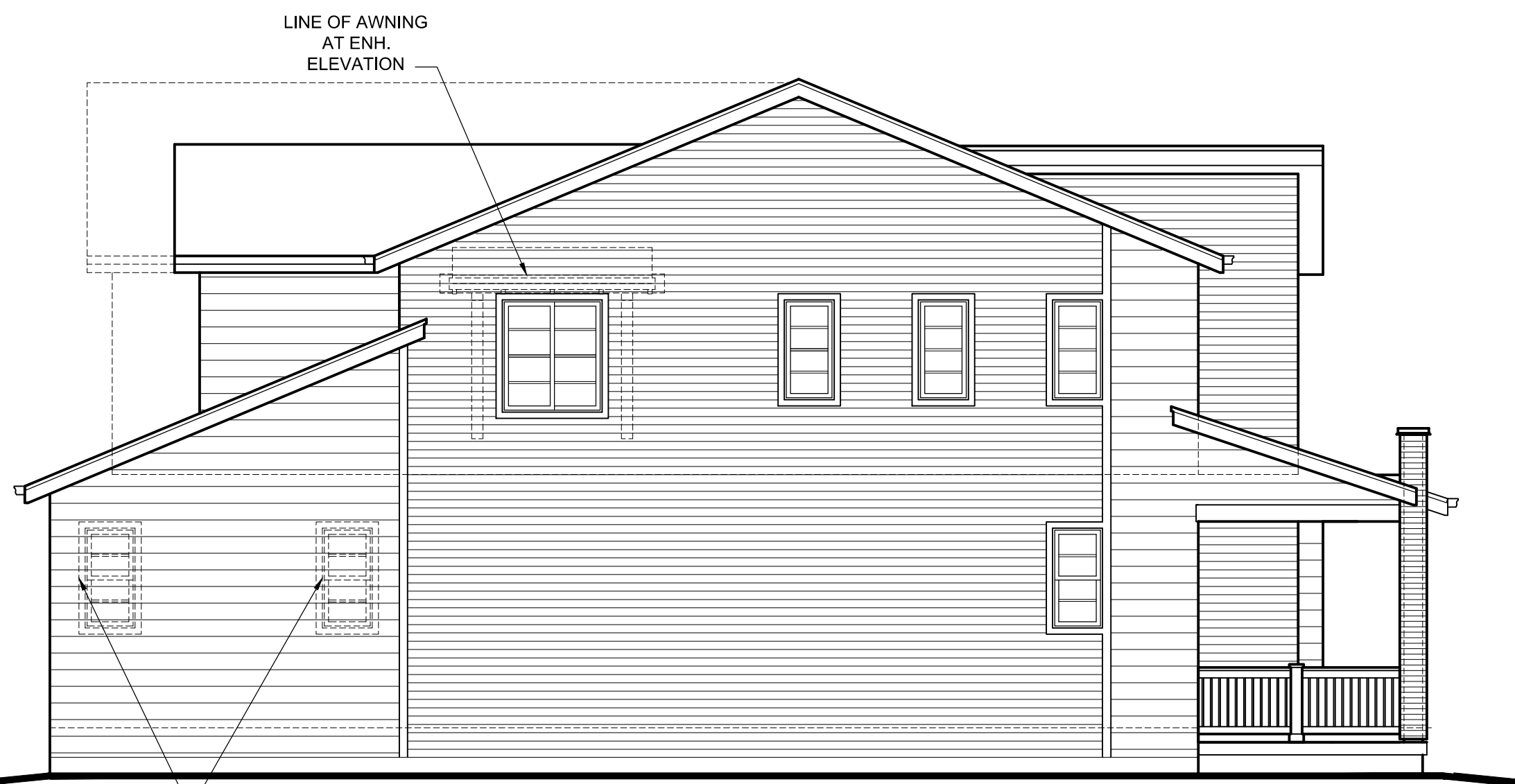
A PLANNED UNIT DEVELOPMENT IN THE
CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 66 OF 67



PLAN 3621 ELEVATION E - ACTIVE SIDE
SCALE: 3/16" = 1'-0"



PLAN 3621 ELEVATION E - REAR
SCALE: 3/16" = 1'-0"



PLAN 3621 ELEVATION E - PASSIVE SIDE
SCALE: 3/16" = 1'-0"

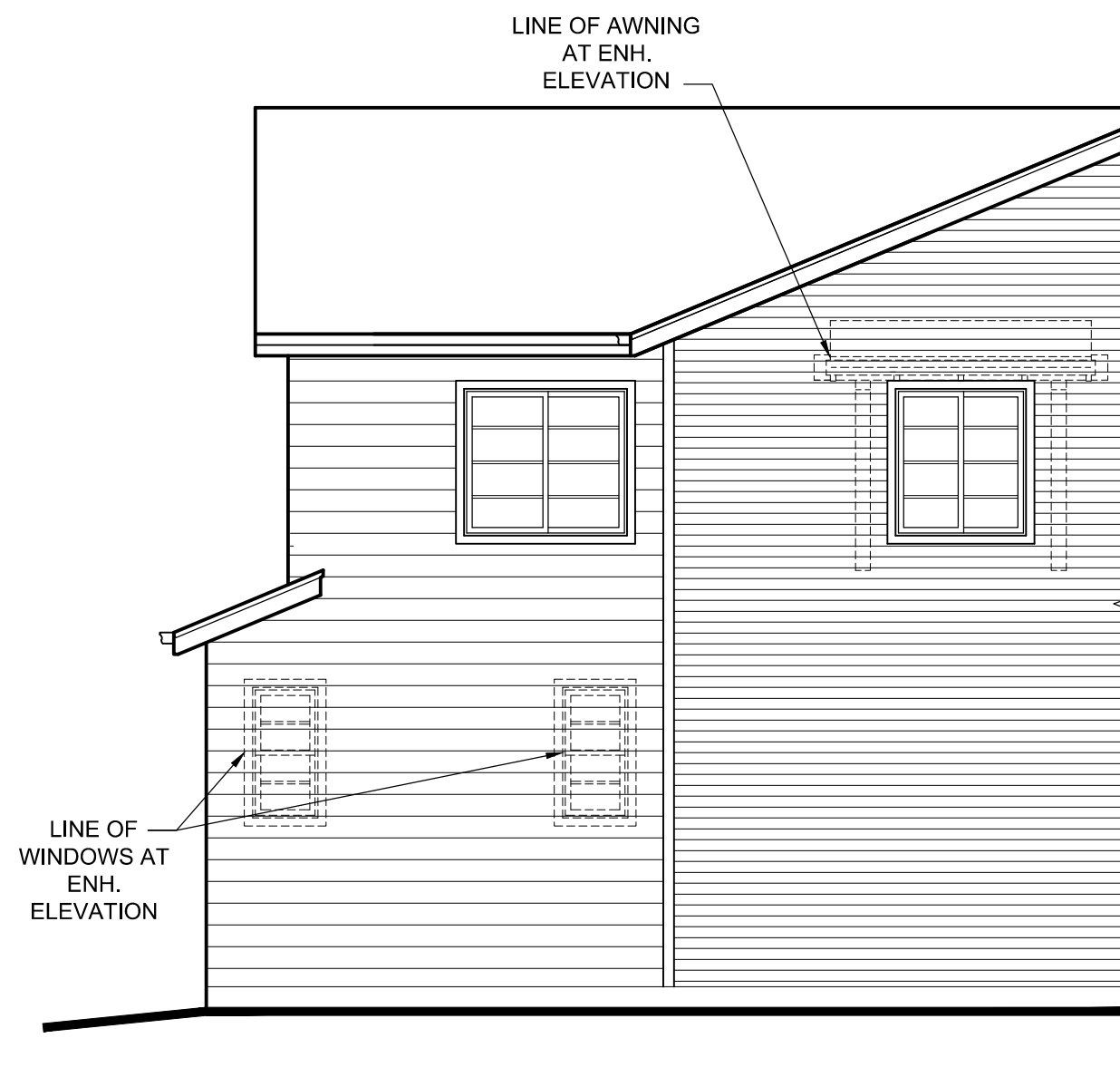
TITLE: PLAN 3621 ELEVATION E
DATE: APRIL 05, 2016
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A PLANNED UNIT DEVELOPMENT IN THE
CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO
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**PLAN 3621 ELEVATION E - PARTIAL
PASSIVE SIDE W/ OPT. MASTER**

SCALE: 3/16" = 1'-0"
SHOWN W/ OPT. SECONDARY MASTER



REAR ELEVATION W/ OPT. MASTER

PLAN 3621 ELEVATION E SCALE: 3/16" = 1'-0"
SHOWN W/ OPT. SECONDARY MASTER

TITLE: PLAN 3621 ELEVATION E
DATE: APRIL 05, 2016
SHEET: 67 OF 67



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Agenda Item 10 D

Agenda Memorandum

City Council Meeting
April 25, 2016



SUBJECT: Resolution No. 18 Updating City Council's Rules and Regulations Related to Starting Time of Meetings

Prepared By: David Frankel, City Attorney

Recommended City Council Action

Adopt Resolution No. 18 Updating City Council's Rules and Regulations related to City Council's starting time of meeting.

Summary Statement

- Council has requested a change in the starting time for City Council meetings.
- The proposed change will change the starting time from 7:00 P.M. to 7:30 P.M.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

Should the City Council make changes to the City Council Rules and Regulations to alter the starting time for Council meetings as outlined in the resolution attached?

Alternatives

City Council could decide not to adopt the attached resolution or direct Staff to make additional or different changes.

Background Information

Pursuant to Part VII, Section 9 of Council Rules and Regulations, "These rules may be amended or new rules adopted by a majority vote of all members of the Council. Any such alteration or amendments shall be submitted in writing at the preceding regular meeting and shall be placed on the agenda under the order of new business. This requirement shall be waived only by unanimous consent of all members of Council."

The proposed change is to Part I, Section 1, "Regular Council Meetings." The proposed change would change the starting time for meetings from 7:00 P.M. to 7:30 P.M.

This action supports the City Council's goal of "Financially Sustainable City Government Providing Excellence in City Services."

Respectfully submitted,

Donald M. Tripp
City Manager

Attachment: Resolution

RESOLUTION

RESOLUTION NO. **18**

INTRODUCED BY COUNCILLORS

SERIES OF 2016

A RESOLUTION AMENDING COUNCIL RULES AND REGULATIONS

NOW, THEREFORE, be it resolved, by the City Council of the City of Westminster that the Council rules are hereby amended as follows:

PART I - COUNCIL MEETINGS

1. REGULAR COUNCIL MEETINGS: (CITY CHARTER SECTION 7.1) The Council shall meet in regular session each second and fourth Monday evening of each month in the Westminster City Council Chambers at ~~7:00 P.M.~~ 7:30 P.M. In the event it becomes necessary to change the place of the meeting, public notice shall be given in the most expedient manner and by posting such change upon the Council Chambers. When Monday is a holiday, the regular meeting shall be held on the Tuesday following at the same hour unless otherwise provided by motion. The Council may, by motion, dispense with any regular meeting provided that two meetings are held each month. Persons having scheduled business with Council shall be notified. Meetings may be cancelled by the City Clerk upon written notice to all Council members, and by posting a notice on the front door of City Hall to advise citizens of the cancelled meeting. (Revised 12-13-93, 4-25-2016)

PASSED AND ADOPTED this 25nd day of April, 2016.

ATTEST:

City Clerk

Mayor

APPROVED AS TO LEGAL FORM:

City Attorney's Office



Agenda Memorandum

City Council Meeting
April 25, 2016



SUBJECT: Councillor's Bill No. 15 Authorizing the Issuance of Water and Wastewater Utility Enterprise Revenue Bonds, Series 2016

Prepared By: Tammy Hitchens, Finance Director
Robert Byerhof, Treasury Manager
Fred Kellam, Senior Financial Analyst
Rachel Price, Financial Analyst

Recommended City Council Action

Pass Councillor's Bill No. 15 as an emergency ordinance to issue Water and Wastewater Utility Enterprise Revenue Bonds, Series 2016, in a par amount not to exceed \$51,000,000.

Summary

- Upon closing, proceeds from the bonds will fund \$51 million in capital project accounts to pay for the Big Dry Creek Dewatering Improvements, the Little Dry Creek Interceptor Repair, Lift Station and Force Mains Major Repair and Replacement, Pressure Zone 3 Improvements and the Sheridan Water Main Replacement.
- Staff anticipates that the premium generated from the sale of the bonds will be sufficient to fund all cost of issuance expenses (including the underwriter discount), not to exceed \$350,000.
- No Debt Service Reserve Fund is required.
- The Amended 2016 Budget includes \$48,000,000 of appropriations in anticipation of issuing revenue bonds for the Water and Wastewater Utility Enterprise and funds will be available upon closing of the bonds. Once final numbers are known after closing, a supplemental appropriation request will be submitted to City Council to reflect the final numbers.
- The Amended 2016 Budget includes appropriations for debt service assuming issuance in the spring of 2016.

Expenditure Required: Not to exceed \$51,000,000 par

Source of Funds: Proceeds from bond issuance

Policy Issue

Should the City issue revenue bonds for the Water and Wastewater Utility Enterprise to finance large-scale capital improvement projects?

Alternatives

1. Do not issue bonds and pay for the improvements with cash. This option is not recommended. The Utility Fund's five-year Capital Improvement Plan combines both cash and debt financing for capital projects. Staff has spent considerable time developing long-term capital project plans, which are funded with a mix of cash and debt financing. Debt is a financing tool used to provide generational equity by sharing the cost of large, long term projects over time.
2. Delay the financing in anticipation that interest rates may further decline from historical lows. This option is not recommended. While it is possible rates may further decline due to Fed actions or other economic factors, there is a greater probability that rates will increase as time passes, which impacts long-term rates paid on the bonds. Delaying the issuance of bonds increases the City's exposure to interest rate risk.

Background Information

Westminster's water and wastewater utility system is a \$2.7 billion asset. This asset includes the water treatment facilities, water distribution system, wastewater collection system, and the wastewater and reclaimed water treatment facilities. The Public Works and Utilities Department (PWU) pursues a proactive program to assess the needs and priorities of utility system capital projects. By focusing available funding on the highest needs, the costs of operating and maintaining the utility system are kept at the optimal level, and costly system failures, emergency responses, and interruptions of service are avoided.

As presented in the July 6, 2015, Study Session, Public Works and Utilities Department Staff identified several water and wastewater capital projects with activity commencing in 2016. The implementation schedule for these projects is based on several factors including age, condition, capacity of existing infrastructure, and timing for development and redevelopment within the City. These projects were originally planned for later years in the Capital Improvement Program. However, to take advantage of historically low interest rates and in consideration of project cost escalation, these projects were moved up to 2016 in the Amended 2016 Budget, approved October 26, 2015. These projects include the following:

- 1) The Little Dry Creek Interceptor Sewer Repair and Replacement (total anticipated project cost is \$23 million) - Wastewater from the southern third of the City flows through a large wastewater collection system known as the Little Dry Creek Interceptor Sewer (LDCIS). Several segments of the LDCIS are greater than 50 years old, in poor condition, have reached the end of their useful life, and have an inadequate hydraulic capacity to handle flows anticipated from development and redevelopment. The first phase of priority improvements has been constructed. The purpose of the current project is to complete priority repairs and replacements for the remaining sections.
- 2) Big Dry Creek Dewatering and Biosolids Handling Improvements (total anticipated project cost is \$19.7 million) - Wastewater treatment at the Big Dry Creek Wastewater Treatment Facility results in the generation of a byproduct known as biosolids. The biosolids are treated at the plant to make them suitable for land application and are subsequently hauled to the City's Strasburg Natural Resource Farm for ultimate disposal as a farming fertilizer. By changing to a dewatered biosolids cake material, per the recommendation of the 2012 Biosolids Management Master Plan, less water will be

hauled to the Strasburg Natural Resource Farm and other permitted sites. This project will yield transportation savings (e.g., the number of tanker trips to the site) estimated to be \$200,000 per year, as well as cost avoidance and future capital costs.

3) Lift Stations and Force Mains Major Repair and Rehabilitation (total anticipated project cost is \$3.4 million) - The City’s wastewater collection system includes several pump stations that help transfer and direct sewer flows to the City’s wastewater treatment facilities. These pumping facilities are known as lift stations that pump into pipelines known as force mains. Three of the City’s force mains have reached the end of their useful life and are in need of repairs or replacement to maintain safety and reliability of the City’s sewer service. This 2017 project has been included as a bond-funded project to spend down the proceeds in a timely manner to meet Internal Revenue Service requirements.

4) The Pressure Zone 3 Expansion (total anticipated project cost is \$40.9 million) - The purpose of this project is to improve portions of the water distribution system to meet the level of service experienced elsewhere in the system for adequate water pressure and flow. These improvements will be accomplished by expanding what PWU refers to as Pressure Zone 3. This zone will be expanded to incorporate customers west of US Highway 36 to Pierce Street and north/south between approximately West 88th Avenue and the Farmers’ High Line Canal. The improvements will relieve water supply and storage requirements from other pressure zones in the City’s water distribution system, and will be sized for build-out demands within the City, including anticipated development and redevelopment. The improvements will also increase levels of service, reliability, and redundancy in a relatively larger portion of the City.

5) Sheridan Boulevard Water Main Replacement (total anticipated project cost is \$40 million) - The purpose of this project is to implement a multi-year phased repair of a priority transmission water main in Sheridan Boulevard from West 70th Avenue to West 120th Avenue. The project contemplates rehabilitation of the pipeline in place to the extent possible. However, the first phases of this project confirmed that repair was not feasible and will require replacement with an open cut approach. This change in approach has increased the cost of the first phases of the project from \$4.75 million to \$7.75 million. A portion of the first phase of the project was already cash funded through the budget process, and bond proceeds will be used to fund the remainder. Further phases of this project will be implemented over the next five to ten years.

Project costs are a key matter because these projects represent a significant portion of the current 5-year capital program. As explained in the July 6, 2015, Staff Report, cost increases were identified for some of these projects due to the need for additional pipe replacement as well as the increase in project complexity. Staff is recommending an issuance of approximately \$51 million in new bonds, the proceeds of which will allow Staff to proceed with the completion of these projects. Staff anticipates using the bond proceeds as follows:

2016 Utility Fund Bond Proceeds Spending Plan	
Wastewater Projects	Bond Proceeds Use
Big Dry Creek Wastewater Biosolids and Dewatering Improvements	\$ 7,010,000
Little Dry Creek Interceptor Repairs	\$ 20,590,000
Lift Station and Force Mains Major R&R	\$ 3,400,000
Total Wastewater Project Use of Bond Proceeds	\$ 31,000,000

Water Projects	Bond Proceeds Use
Pressure Zone 3: Gregory Hill Tank Major R&R	\$ 15,700,000
Pressure Zone 3: 104th Avenue Water Main	\$ 1,300,000
Sheridan Water Main Replacement	\$ 3,000,000
Total Water Project Use of Bond Proceeds	\$ 20,000,000

Total Wastewater + Water Use of Bond Proceeds	\$ 51,000,000
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The following includes additional considerations regarding this bond issuance.

Cost of Issuance and Bond Premium

Similar to closing costs on a personal home mortgage, bonds also have costs of issuance. Major costs within this category typically include rating agency, external legal counsel, financial advisor and underwriter fees. Specific cost of issuance components are often influenced by the size of the bond issue. For this bond issue, the total cost of issuance (including underwriter discount) is estimated at \$350,000, and is expected to be funded entirely through a premium generated at the time of the bond sale.

Premiums on bond sales are proceeds generated in excess of par (principal amount of the bonds), and are typically generated due to the structure of coupon (interest) payments on individual bonds within the series. Structuring of the coupon payments by the underwriter is a strategy used in order to market the bonds to investors with specific yield objectives within their portfolios. Individual bonds within the series may be sold at a premium or a discount, but overall, the entire bond series for this issue is expected to be sold at a premium given current market conditions.

Interest Rate Risk and Sensitivity

The City faces interest rate risk on a continuous basis due to changing conditions within the bond markets; conditions that impact rates include multiple factors such as the supply and demand of municipal bonds, the release of new economic data, and possible rate actions taken by the Federal Reserve Board (Fed). Considering the historically and prolonged low interest rate environment, along with improved economic conditions since the last recession, the probability of higher rates only increases as time passes. The last rate increase performed by the Fed occurred December 16, 2015, for the first time since 2006. It serves as a likely indicator that further rate increases will occur. Any increase in interest rates would have a direct impact on long term cash flows for the utility, and ultimately reflected in utility rates paid by the users of the utility.

The table below illustrates the sensitivity of interest rate increases assuming a \$51 million bond, with a 20 year amortization. For purposes of this analysis, the 3% rate assumption is considered the base as it is reflective of current rates as of the time of this memo. For every 0.25% increase above the 3% base, the annual debt service obligation increases approximately \$78,000 or 2.3%. If rates increase from 3% to 4%, the annual debt service obligation increases approximately \$319,000 or 9.36%.

Interest Rate:	3.00%	3.25%	3.50%	3.75%	4.00%
Annual Payment:	\$3,409,564	\$3,487,862	\$3,567,153	\$3,647,431	\$3,728,686
\$ Increase in Annual Payment:	N/A	\$78,298	\$157,589	\$237,867	\$319,122
% Increase in Annual Payment	N/A	2.30%	4.62%	6.98%	9.36%

SUBJECT: Councillor's Bill re Issuance of Utility Enterprise Revenue Bonds, Series 2016 Page 4

The recommended action supports the Strategic Plan goal of a Financially Sustainable Government Providing Excellence in City Services. The bond financing is necessary to support costs associated with projects including the Big Dry Creek Wastewater Treatment Facility Dewatering and Biosolids Handling Improvements, the Little Dry Creek Interceptor Repairs, Lift Station and Force Mains Major Repair and Replacement, Pressure Zone 3 Improvements and the Sheridan Water Main Replacement.

Respectfully submitted,

Donald M. Tripp
City Manager

Attachment: Emergency Bond Ordinance

BY AUTHORITY

ORDINANCE NO. **3830**

COUNCILLOR'S BILL NO. **15**

SERIES OF 2016

INTRODUCED BY COUNCILLORS

A BILL

FOR AN EMERGENCY ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF WESTMINSTER, COLORADO, WATER AND WASTEWATER UTILITY ENTERPRISE, WATER AND WASTEWATER REVENUE BONDS, SERIES 2016

THE CITY OF WESTMINSTER, COLORADO, WATER AND WASTEWATER UTILITY ENTERPRISE ORDAINS:

Section 1. Definitions and Construction:

(A) DEFINITIONS: In this Ordinance the following terms have the following respective meanings unless the context hereof clearly requires otherwise:

“Acquisition Fund” shall mean the Water and Wastewater Utilities Enterprise, Water and Wastewater Revenue Bonds, Series 2016 Bonds Acquisition Fund.

“BAB Credit” shall mean the credit provided in Section 6431 of the Tax Code in lieu of any credit otherwise available to the bondholders of BABs under Section 54AA(a) of the Tax Code.

“BABs” shall mean the 2010 Bonds and any Parity Bonds with respect to which the Enterprise expects to receive a BAB Credit.

“Beneficial Owners” shall mean those Persons having beneficial ownership interests in Bonds registered in the name of the Securities Depository or a nominee therefor.

“Bond Insurance Policy” shall mean the municipal bond insurance policy issued by the Bond Insurer, if any, guaranteeing the payment of principal of and interest on the Bonds.

“Bond Insurer” shall mean the provider of the Bond Insurance Policy, or any successor thereto, if set forth in the Sale Certificate.

“Bond Purchase Agreement” shall mean the Bond Purchase Agreement, concerning the purchase of the Bonds, between the Enterprise and the Purchaser.

“Bonds” shall mean the City’s Water and Wastewater Utility Enterprise, Water and Wastewater Revenue Bonds, Series 2016.

“Business Day” shall mean a day on which banks located in Denver, Colorado, and the cities in which are located the Principal Operations Office of each of the Paying Agent and the Registrar

are not required or authorized to be closed and on which the New York Stock Exchange is not closed.

“Capital Improvements” shall mean the acquisition of land, water rights, easements, facilities, and equipment (other than ordinary repairs and replacements), and those property improvements or any combination of property improvements which will constitute enlargements, extensions or betterments to the System and will be incorporated into the System.

“Charter” shall mean the home rule Charter of the City as amended, to the date of delivery of the Bonds.

“City” shall mean the City of Westminster, Colorado.

“Combined Maximum Annual Debt Service Requirements” shall mean the largest sum of principal of and interest due in any Fiscal Year on all issues of Securities for which the computation is being made for the period beginning with the Fiscal Year in which such computation is made and ending with the Fiscal Year in which any such Security last becomes due. For purposes of the above, “interest” on BABs, including the 2010 Bonds, shall be treated as the amount of interest to be paid by the Enterprise on such BABs without a deduction for the BAB Credit.

“Commercial Bank” shall mean a state or national bank or trust company in good standing located in or incorporated under the laws of any state of the United States of America which is subject to examination by federal or state authorities, which is a member of the Federal Deposit Insurance Corporation and of the Federal Reserve System and which has capital and surplus of \$75,000,000.

“Commitment” shall mean the commitment for municipal bond insurance, if any, as may be required by the Bond Insurer.

“Continuing Disclosure Certificate” shall mean the undertaking executed by officers of the Enterprise simultaneous with the delivery of the Bonds which enables the Purchaser to comply with the Rule.

“Cost of the Project” shall mean all costs, as designated by the Enterprise, of the Project, or any interest therein, which cost, at the option of the Enterprise (except as may be otherwise limited by law) may include all, any one or other portion of the incidental costs pertaining to the Project, including, without limitation:

- (1) All preliminary expenses or other costs advanced by the Enterprise or advanced by the Federal Government, the State or by any other Person from any source, with the approval of the Council, or any combination thereof, or otherwise;
- (2) The costs of making surveys and tests, audits, preliminary plans, other plans, specifications, estimates of costs and other preliminaries;
- (3) The costs of contingencies;

(4) The costs of premiums on any builders' risk insurance and performance bonds during the construction, installation and other acquisition of the Project, or a reasonably allocated share thereof;

(5) The costs of appraising, printing, estimates, advice, inspection, other services of engineers, architects, accountants, financial consultants, attorneys at law, clerical help and other agents and employees;

(6) The costs of making, publishing, posting, mailing and otherwise giving any notice in connection with the Project and the issuance of the Bonds;

(7) All costs and expenses of issuing the Bonds including, without limitation, fees of the Paying Agent, bond counsel, counsel to the Purchaser, counsel to the Enterprise, financial advisor, rating agencies and printers to the extent not defrayed as an Operation and Maintenance Expense;

(8) The costs of the filing or recording of instruments and the cost of any title insurance premiums;

(9) The costs of funding any construction loans and other temporary loans pertaining to the Project and of the incidental expenses incurred in connection with such loans;

(10) The costs of demolishing, removing, or relocating any buildings, structures, or other facilities on land acquired for the Project, and of acquiring lands to which such buildings, structures or other facilities may be moved or relocated;

(11) The costs of machinery and equipment;

(12) The costs of any properties, rights, easements or other interests in properties, or any licenses, privileges, agreements and franchises;

(13) The payment of the premium for the Bond Insurance Policy issued by the Bond Insurer;

(14) The costs of labor, material and obligations incurred to contractors, builders and materialmen in connection with the acquisition and construction of the Project;

(15) The costs of amending any resolution or other instrument pertaining to the Bonds or otherwise to the System; and

(16) All other expenses pertaining to the Project.

“Council” shall mean the City Council of the City, acting as the governing body of the Enterprise.

“C.R.S.” shall mean the Colorado Revised Statutes, as amended to the date of delivery of the Bonds.

“Debt Service Requirements” shall mean the principal of, interest on, and any premium due in connection with the Bonds, the Parity Securities, or the Subordinate Securities, as the context so requires, heretofore or hereafter issued, if any, or such part of such Securities as may be designated. For purposes of this definition, “interest” on BABs, including the 2010 Bonds, shall be treated as the amount of interest to be paid by the Enterprise on such BABs without a deduction for the BAB Credit.

“Enterprise” shall mean the City of Westminster, Colorado, Water and Wastewater Utility Enterprise, which consists of the City’s Water Facilities, Wastewater Facilities and Stormwater Facilities.

“Enterprise Ordinance” shall mean Ordinance No. 2264, Series of 1994, of the City, as amended by Ordinance No. 3758, Series of 2014, authorizing the Enterprise to have and exercise certain powers in furtherance of its purposes.

“Event of Default” shall mean one of the events described in Section 10.A hereof.

“Federal Securities” shall mean bills, certificates of indebtedness, notes, or bonds which are direct obligations of the United States of America or are obligations the principal and interest of which are unconditionally guaranteed by the United States of America.

“Fiscal Year” shall mean the twelve (12) months commencing on the first day of January of any calendar year and ending on the last day of December of such calendar year or such other twelve-month period as may from time to time be designated by the Council as the Fiscal Year of the Enterprise.

“Income” shall mean all income from (i) rates, fees, tolls, and charges and tap fees, or any combination thereof, but not special assessments, for the services furnished by, or the direct or indirect connection with, or the use of, or any commodity from the System, including, without limiting the generality of the foregoing, minimum charges, charges for the availability of service, disconnection fees, reconnection fees, and reasonable penalties for any delinquencies, (ii) all income or other gain, if any, from any investment of Pledged Revenues and of the proceeds of Securities (except income or other gain from any investment of moneys held in an escrow fund for the defeasance of Securities or any other similar fund) to the extent not required to be rebated to the federal government and (iii) the BAB Credit; but excluding any moneys received as grants, appropriations or gifts from the Federal Government, the State, or other sources, the use of which is limited by the grantor or donor to the construction of Capital Improvements, except to the extent any such moneys shall be received as payments for the use of the System, services rendered thereby, the availability of any such service, or the disposal of any commodities therefrom.

“Independent Auditor” shall mean any certified public accountant, or any firm of such accountants, duly licensed to practice and practicing as such under the laws of the State, appointed and paid by the Enterprise or the City, who (a) is, in fact, independent and not under the domination of the City or the Enterprise, (b) does not have any substantial interest, direct or indirect, in any of the affairs of the Enterprise or the City, and (c) is not connected with the Enterprise or the City as a member, officer or employee, but who may be regularly retained to make annual or similar audits of any books or records of the Enterprise or the City.

“Insurance Agreement” shall mean any agreement entered into between the City and any Bond Insurer relating to the Bond Insurance Policy.

“Letter of Representations” shall mean the Blanket Issuer Letter of Representations from the Enterprise to the Securities Depository.

“Manager” shall mean the City Manager of the City, acting as the Manager of the Enterprise.

“Operation and Maintenance Expenses” shall mean such reasonable and necessary current expenses of the City, paid or accrued, of operating, maintaining and repairing the System as may be determined by the City, including, except as limited by contract or otherwise limited by law, without limiting the generality of the foregoing:

(1) Engineering, auditing, legal and other overhead expenses directly related and reasonably allocable to the administration, operation and maintenance of the System;

(2) Fidelity bond and insurance premiums appertaining to public officials or the System;

(3) The reasonable charges of any paying agent, registrar, or depository appertaining to any Outstanding Securities;

(4) Annual payments to pension, retirement, health and hospitalization funds appertaining to the System;

(5) Any taxes, assessments, franchise fees or other charges or payments in lieu of the foregoing;

(6) Ordinary and current rentals of equipment or other property;

(7) Contractual services, professional services, salaries, administrative expenses, and costs of labor appertaining to the System, the cost of water purchased for delivery through the System, and the cost of materials and supplies used for current operation of the System;

(8) The costs incurred in the billing and collection of all or any part of the Pledged Revenues;

(9) Any costs of utility services furnished to the System by the City or otherwise.

“Operation and Maintenance Expenses” does not include:

(1) Any allowance for depreciation;

(2) Any costs of reconstruction, improvement, extension, or betterment;

(3) Any accumulation of reserves for capital replacements;

(4) Any reserves for operation, maintenance, or repair of the System;

- (5) Any allowance for the redemption of any Securities or the payment of any interest thereon;
- (6) Any liabilities incurred in the acquisition of any Water Facilities or Wastewater Facilities;
- (7) Any other ground of legal liability not based on contract.

“Operation and Maintenance Fund” shall mean the expense accounts within the Water and Wastewater Utility Fund used by the City for the payment of Operation and Maintenance Expenses referred to in Section 5.C hereof.

“Ordinance” shall mean this Ordinance of the Enterprise authorizing the issuance of the Bonds.

“Outstanding” shall mean as of any particular date, all Bonds, the Parity Bonds or any other Securities which have been authorized, executed and delivered except the following:

- (1) Any Bond, Parity Bonds, or other such Security cancelled by the Enterprise, by the Paying Agent or otherwise on behalf of the Enterprise on or before such date, except any Bond described in the last paragraph of Section 9 hereof;

- (2) Any Bond, the Parity Bonds, or other such Security held by or on behalf of the Enterprise or the City;

- (3) Any Bond, Parity Bond or other such Security for the payment or the redemption of which moneys or Federal Securities sufficient (including the known minimum yield available for such purpose from Federal Securities in which such amount wholly or in part may be initially invested) to pay all of the Debt Service Requirements of such Bond, Parity Bond or other such Security to the maturity date or specified Redemption Date thereof shall have theretofore been deposited in escrow or in trust with a Trust Bank for that purpose; and

- (4) Any lost, destroyed, or wrongfully taken Bond, Parity Bond, or other such Security in lieu of or in substitution for which another Bond, Parity Bond or other Security shall have been executed and delivered.

“Owner” shall mean the holder of any bearer instrument or registered owner of any registered instrument.

“Parity Bonds” shall mean the 2010 Bonds and any Securities hereafter issued payable from and having an irrevocable lien upon the Pledged Revenues equally or on a parity with the Bonds.

“Participants” shall mean underwriters, securities brokers or dealers, banks, trust companies, closing corporations or other Persons for which or whom the Securities Depository holds the Bonds.

“Paying Agent” shall mean U.S. Bank National Association, Denver, Colorado, or its successors.

“Paying Agent Agreement” shall mean the Paying Agent and Registrar Agreement between the Enterprise and the Paying Agent.

“Permitted Investments” shall mean any obligations permitted by the ordinances of the City, the Charter, and, to the extent applicable, the laws of the State.

“Person” shall mean any individual, firm, partnership, corporation, company, association, joint stock association or body politic or any trustee, receiver, assignee or similar representative thereof.

“Pledged Revenues” shall mean all Income remaining after the deduction of Operation and Maintenance Expenses.

“Preliminary Official Statement” shall mean the Preliminary Official Statement prepared in connection with the sale and issuance of the Bonds.

“President” shall mean the Mayor of the City, acting as the President of the Enterprise.

“Principal and Interest Fund” shall mean the special account within the Water and Wastewater Utility Fund designated by the City as the “Water and Wastewater Utilities Enterprise, Water and Wastewater Revenue Bonds, Series 2016 Debt Service Account,” and other similar accounts hereafter established for Parity Bonds created and referred to in Section 5.D hereof.

“Principal Operations Office” shall mean the principal operations office of the Registrar and Paying Agent as designated in writing to the Enterprise from time to time.

“Project” shall mean the land, facilities and rights constructed, installed, purchased and otherwise acquired for the System, the cost of which is to be defrayed with a portion of the proceeds of the Bonds and which constitutes Capital Improvements.

“Purchaser” shall mean George K. Baum & Co.

“Rebate Fund” shall mean the special account or accounts within the Water and Wastewater Utility Fund designated as the “City of Westminster, Colorado, Water and Wastewater Utility Enterprise, Water and Wastewater Revenue Bonds, Series 2016, Rebate Fund” created and referred to in Section 5.F hereof.

“Redemption Date” shall mean the date fixed for the redemption prior to maturity of any Securities in any notice of prior redemption given by or on behalf of the Enterprise.

“Registrar” shall U.S. Bank National Association, Denver, Colorado, or its successors.

“Regular Record Date” shall mean the fifteenth day of the calendar month next preceding an interest payment date for the Bonds.

“Reserve Fund” shall mean the special accounts within the Water and Wastewater Utility Fund designated by the City as the “Water and Wastewater Utility Enterprise, Water and Wastewater Revenue Bonds, Series 2016 Bonds Reserve Account,” created and referred to in Section 5.E hereof.

“Reserve Fund Requirement” shall mean the amount set forth in the Sale Certificate with respect to the issuance of the Bonds.

“Rule” shall mean Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934, as amended (17 CFR Part 240, § 240.15c2-12).

“SEC” shall mean the U.S. Securities and Exchange Commission.

“Security or Securities” shall mean any bond, warrant, note, loan agreement, multiple fiscal year financial obligation or evidence of borrowing payable from and secured by a lien on the Pledged Revenues.

“Securities Depository” shall mean The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York.

“Special Record Date” shall mean the date fixed by the Paying Agent for the determination of ownership of Bonds for the purpose of paying interest not paid when due or interest accruing after maturity.

“State” shall mean the State of Colorado.

“Stormwater Facilities” shall mean any one or more of the various devices used in the collection, treatment, or disposition of storm, flood or surface drainage waters, including all manmade structures or natural watercourses for the conveyance of runoff, such as: detention areas, berms, swales, improved watercourses, channels, bridges, gulches, wetland areas, streams, gullies, flumes, culverts, gutters, pumping stations, pipes, ditches, siphons, catch basins and street facilities; all inlets; collection, drainage, or disposal lines; intercepting sewers; disposal plants; settling basins; outfall sewers; all pumping, power and other equipment and appurtenances; all extension, improvements, remodeling, additions, and alterations thereof; and any and all rights or interests in such stormwater facilities. ***Revenues from the Stormwater Facilities are not pledged to the payment of the Bonds.***

“Subordinate Securities” shall mean Securities previously or hereafter issued having a lien on the Pledged Revenues subordinate or junior to the lien thereon of the Bonds. Currently, the Enterprise has outstanding its (i) Subordinate Water and Wastewater Revenue Bonds, Series 1997, (ii) Subordinate Water and Wastewater Revenue Bond, Series 1998, (iii) Subordinate Water and Wastewater Revenue Bond, Series 2000, and (iv) Subordinate Water and Wastewater Revenue Bond, Series 2005. The Subordinate Securities are currently evidenced by separate loan agreements with the Colorado Water Resources and Power Development Authority.

“Supplemental Act” shall mean the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, C.R.S.

“Surety Bond” shall mean any surety bond, insurance policy, letter of credit or similar instrument or agreement guaranteeing certain payments into the Reserve Fund as provided therein and subject to the limitations set forth therein.

“System” shall mean the Water Facilities and the Wastewater Facilities of the City owned and operated by the City as a single utility system.

“Tax Code” shall mean the Internal Revenue Code of 1986, as amended to the date of delivery of the Bonds, and any regulations promulgated thereunder.

“Tax Compliance Certificate” shall mean the Federal Tax Exemption Certificate executed by the Enterprise in connection with the initial issuance and delivery of the Bonds.

“Term Bonds” shall mean Bonds that are payable on or before their specified maturity dates from sinking fund payments established for that purpose and calculated to retire such Bonds on or before their specified maturity dates.

“2010 Bonds” shall mean the City of Westminster, Colorado, Water and Wastewater Utility Enterprise, Taxable Water and Wastewater Revenue Bonds (Direct Pay Build America Bonds), Series 2010.

“Treasurer” shall mean the Director of Finance of the City, or his or her successor in functions, if any, acting as treasurer for the Enterprise.

“Trust Bank” shall mean a Commercial Bank which is authorized to exercise and is exercising trust powers.

“Wastewater Facilities” shall mean any one or more of the various devices used in the collection, treatment, or disposition of sewage and industrial wastes of a liquid nature, including, without limitation, all inlets; collection, drainage, or disposal lines; intercepting sewers; wastewater disposal plants; outfall sewers; sewage lagoons; all pumping, power, and other equipment and appurtenances; all extensions, improvements, remodeling, additions and alterations thereof; any and all rights or interests for such wastewater facilities; and all other necessary, incidental, or appurtenant properties, facilities, equipment, and costs relating to the foregoing.

“Water and Wastewater Utility Fund” shall mean the self balancing group of accounts heretofore created by the City as an enterprise fund to record all financial activity of the Enterprise referred to in Section 5.B hereof.

“Water Facilities” shall mean water rights, raw water and any one or more works and improvements used in and as a part of the collection, treatment, or distribution of water for the beneficial uses and purposes for which the water has been or may be appropriated, including, but not limited to, uses for domestic, municipal, irrigation, power, and industrial purposes and including construction, operation, and maintenance of a system of raw and clear water and distribution storage reservoirs, deep and shallow wells, pumping, ventilating, and gauging stations, inlets, tunnels, flumes, conduits, canals, collection, transmission, and distribution lines, infiltration galleries, hydrants, meters, filtration and treatment plants and works, power plants, all pumping, power, and other equipment and appurtenances, all extensions, improvements, remodeling, additions, and alterations thereof, and any and all rights or interests in such works and improvements, and all other necessary, incidental, or appurtenant properties, facilities, equipment and costs relating to the foregoing.

(B) CONSTRUCTION: This Ordinance, except where the context by clear implication herein otherwise requires, shall be construed as follows:

(1) Words in the singular include the plural, and words in the plural include the singular.

(2) Words in the masculine gender include the feminine and the neuter, and when the sense so indicates words of the neuter gender refer to any gender.

(3) Articles, sections, subsections, paragraphs and subparagraphs mentioned by number, letter, or otherwise, correspond to the respective articles, sections, subsections, paragraphs and subparagraphs of this Ordinance so numbered or otherwise so designated.

(4) The titles and headlines applied to articles, sections and subsections of this Ordinance are inserted only as a matter of convenience and ease in reference and in no way define or limit the scope or intent of any provisions of this Ordinance.

(5) Notwithstanding any other provision of this Ordinance, in determining whether the rights of the Owners of Bonds will be adversely affected by any action taken pursuant to the terms and provisions of this Ordinance, the Enterprise or its agents shall consider the effect on the Owners of the Bonds as if there were no Bond Insurance Policy.

(6) Notwithstanding anything herein to the contrary, if the Bonds are sold without a Bond Insurance Policy, any reference in this Ordinance to Bond Insurer, Commitment, Insurance Agreement, or Bond Insurance Policy shall be of no force or effect.

Section 2. Recitals:

(A) The City has heretofore established the Enterprise and authorized the Enterprise to have and exercise certain powers in furtherance of its purposes.

(B) Pursuant to art. X, § 20 and art. XX, § 6 of the State Constitution, Chapter XI, Section 11.1(a) of the Charter, and the Enterprise Ordinance, the Enterprise is authorized to issue the Bonds, without voter approval in advance.

(C) The Enterprise has previously issued the Subordinate Securities secured by a lien upon the Pledged Revenues which is subordinate or junior to the lien of the 2010 Bonds and the Bonds.

(D) The Enterprise is not delinquent in the payment of the 2010 Bonds or the Subordinate Securities.

(E) Subject to certain conditions specified in the ordinance authorizing the issuance of the 2010 Bonds, the Enterprise may issue indebtedness payable out of and which has a lien on the Pledged Revenues which is on a parity to the lien on the 2010 Bonds.

(F) Subject to certain conditions specified in the ordinances authorizing the issuance of the Subordinate Securities, the Enterprise may issue indebtedness payable out of and which has a lien on the Pledged Revenues which is superior to the lien on the Subordinate Securities.

(G) The Pledged Revenues may be pledged lawfully and irrevocably for the payment of the Bonds.

(H) The Council has determined that it is in the best interests of the City and the inhabitants thereof and the Enterprise, that water and wastewater revenue bonds in an aggregate principal amount not to exceed \$51,000,000 be issued for the purpose of completing the Project.

(I) There are on file with the Council: (i) the form of the Preliminary Official Statement for the Bonds; (ii) the form of the Paying Agent Agreement; (iii) the form of the Disclosure Certificate; (iv) the form of Bond Purchase Agreement; and (v) the form of First Amendment to the separate loan agreements with the Colorado Water Resources and Power Development Authority relating to the Subordinate Obligations.

(J) It is necessary to provide for the form of the Bonds and other provisions relating to the authorization, issuance, and sale of the Bonds.

Section 3. The Bonds:

(A) **AUTHORIZATION:** The Bonds, payable as to all Debt Service Requirements solely out of Pledged Revenues, are hereby authorized to be issued, the proceeds of the Bonds to be used solely to pay the Cost of the Project.

Section 11-57-204 of the Supplemental Act provides that a public entity, including the Enterprise, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Act. The Council hereby elects to apply all of the provisions of the Supplemental Act to the Bonds. The Bonds are issued under the authority of this Ordinance and the Supplemental Act and shall so recite as provided in Section 3.B(11) hereof. Pursuant to Section 11-57-210, C.R.S., such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after their delivery for value.

Section 11-57-205 of the Supplemental Act provides that a public entity may delegate to any member of the issuing authority, chief executive officer, or chief financial officer of the public entity the authority to sign a contract for the purchase of the securities or to accept a binding bid for the securities, such delegation to be effective for one year after adoption of the act of issuance. The Council hereby delegates to and authorizes either the President, the Manager or the Treasurer the independent authority to execute and deliver the Bond Purchase Agreement, execute and deliver the Sale Certificate setting forth the terms on which the Bonds will be delivered, subject to the parameters and restrictions contained in this Ordinance. Either the President, the Manager or the Treasurer is hereby authorized to determine if obtaining municipal bond insurance is in the best interests of the City and Enterprise, and if so, to select a Bond Insurer to issue a Bond Insurance Policy, execute a Commitment relating to the same, execute an Insurance Agreement, if required, and execute any related documents or agreements, required by such Commitment.

(B) **BOND DETAILS:**

(1) Generally. The Bonds shall be issuable in fully registered form and shall initially be registered in the name of the Securities Depository or a nominee therefor. Purchases by Beneficial Owners shall be made in book-entry form in the principal amount of \$5,000 or any

integral multiple thereof. The Beneficial Owners shall not receive certificates evidencing their interests in the Bonds. No Bond shall be issued in any denomination larger than the aggregate principal amount maturing on the maturity date of such Bond, and no Bond shall be made payable on more than one maturity date. The Bonds shall be initially issued so that a single Bond shall evidence the obligation of the Enterprise to pay all principal due on each of the maturity dates set forth herein. Interest on the Bonds shall be calculated on the basis of a 360-day year of twelve 30-day months, payable semiannually on each June 1 and December 1, commencing on the date provided in the Sale Certificate. If upon presentation at maturity the principal of any Bond is not paid as provided herein, interest shall continue thereon at the same interest rate until the principal is paid in full.

Each series of Bonds shall be issued in fully registered form (i.e., registered as to payment of both principal and interest) initially registered in the name of Cede & Co., as nominee for The Depository Trust Company, and shall be dated as of their date of delivery. The Bonds shall be numbered in such manner as the Registrar determines. The Bonds shall mature, bear interest from their dated date to maturity or prior redemption, and shall be sold, all as provided in the Sale Certificate; provided that:

- (a) Redemption provisions. The prior redemption provisions of the Bonds, provided that the Bonds shall be subject to optional redemption not later than December 1, 2026 at a redemption price not to exceed 100%.
- (b) Interest rate. The maximum net effective interest rate shall not exceed 4.5%.
- (c) Purchase price. The price at which the Bonds will be sold to the Purchaser, provided that the purchase price of the Bonds shall not be less than 100% of the aggregate principal amount of the Bonds.
- (d) Principal amount. The aggregate principal amount of the Bonds, provided that such principal amount shall not exceed \$51,000,000.
- (e) Maturity schedule. The amount of principal of the Bonds maturing, or subject to mandatory sinking fund redemption in any particular year; provided that the maximum annual repayment cost shall not exceed \$3,800,000 and the total repayment cost shall not exceed \$75,000,000.
- (f) Term of the bonds. The Bonds shall mature no later than December 1, 2036.
- (g) Bond insurance. Whether any series of the Bonds will be secured by a Bond Insurance Policy and the terms of any agreement with the provider of such Bond Insurance Policy.

Such determinations shall be evidenced by the Sale Certificate signed by the President, the Manager or the Treasurer dated and delivered as of the Closing Date, which shall not be more than one year from the date of adoption of this Ordinance.

The Debt Service Requirements of the Bonds shall be payable in lawful money of the United States of America to the Owners of the Bonds by the Paying Agent. The principal and the final installment of interest shall be payable to the Owner of each Bond upon presentation and surrender thereof at the Principal Operations Office of the Paying Agent at maturity, by check or draft mailed or wire sent to such Owner at the address appearing on the registration books of the Enterprise maintained by the Registrar to such bank or other depository as the Owner shall

designate in writing to the Paying Agent. Except as hereinbefore and hereinafter provided, the interest shall be payable to the Owner of each Bond determined as of the close of business on the Regular Record Date, irrespective of any transfer of ownership of the Bond subsequent to the Regular Record Date and prior to such interest payment date, by check or draft or wire transfer directed to such Owner as aforesaid. Any interest not paid when due and any interest accruing after maturity shall be payable to the Owner of each Bond entitled to receive such interest determined as of the close of business on the Special Record Date, irrespective of any transfer of ownership of the Bond subsequent to the Special Record Date and prior to the date fixed by the Paying Agent for the payment of such interest, by check or draft or wire transfer directed to such Owner as aforesaid. Notice of the Special Record Date and of the date fixed for the payment of such interest shall be given by sending a copy thereof by certified or registered first class, postage prepaid mail, at least fifteen (15) days prior to the Special Record Date, to the Owner of each Bond upon which interest will be paid determined as of the close of business on the day preceding such mailing at the address appearing on the registration books of the Enterprise. If the date for making or giving any payment, determination or notice described herein is not a Business Day, such payment, determination or notice shall be made or given on the next succeeding Business Day.

So long as the Owner of any Bond is the Securities Depository or a nominee therefor, the Securities Depository shall disburse any payments received, through its Participants or otherwise, to the Beneficial Owners.

Neither the Enterprise nor the Paying Agent shall have any responsibility or obligation for the payment to any Participant, any Beneficial Owner or any other Person (except an Owner of Bonds) of the Debt Service Requirements on the Bonds.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee for the Securities Depository, all payments of Debt Service Requirements on the Bonds shall be made in the manner provided in the Letter of Representations and all notices with respect to the Bonds shall be given in the manner provided in the Letter of Representations. In the event of a conflict between the provisions of this Ordinance and the Letter of Representations, the provisions of this Ordinance shall be controlling.

(2) Redemption. The Bonds are subject to redemption prior to maturity at the option of the Enterprise as described in the Sale Certificate.

(3) Mandatory redemption. The Term Bonds, if any, shall be subject to mandatory sinking fund redemption at the times, in the amounts, and at the prices set forth in the Sale Certificate.

On or before the thirtieth day prior to each sinking fund redemption date, the Registrar will proceed to call the Term Bonds (or any Term Bond or Bonds issued to replace such Term Bonds) for redemption from the sinking fund on the next December 1, and give notice to such call without further instruction or notice from the Enterprise.

At its option, to be exercised on or before the sixtieth day next preceding any sinking fund redemption date, the Enterprise may (i) deliver to the Registrar for cancellation Term Bonds subject to mandatory sinking fund redemption on such date in an aggregate principal amount

desired or (ii) receive a credit in respect of its sinking fund redemption obligation for any Terms Bonds subject to mandatory sinking fund redemption on such date, which prior to said date have been redeemed (otherwise than through the operation of the sinking fund) and cancelled by the Registrar and not theretofore applied as a credit against any sinking fund redemption obligation. Each Term Bond so delivered or previously redeemed will be credited by the Registrar at the principal amount thereof on the obligation of the Enterprise on such sinking fund redemption date and the principal amount of Term Bonds to be redeemed by operation of such sinking fund on such date will be accordingly reduced. The Enterprise will, on or before the sixtieth day next preceding each sinking fund redemption date, furnish the Registrar with the Enterprise's certificate indicating whether or not and to what extent the provision of (i) and (ii) above are to be availed with respect to such sinking fund payment. Failure of the Enterprise to deliver such certificate shall not affect the Registrar's duty to give notice of sinking fund redemption as provided herein.

(4) Partial redemption. In the case of Bonds of a denomination larger than \$5,000, a portion of such Bond (\$5,000 or any integral multiple thereof) may be redeemed, in which case the Registrar shall, without charge to the Owner thereof, authenticate and issue a replacement Bond or Bonds for the unredeemed portion thereof.

(5) Notice of redemption. Notice identifying the Bonds or portions thereof to be redeemed shall be given by the Registrar by mailing a copy of the redemption notice by first class mail, postage prepaid, not more than 60 nor less than 30 days prior to the date fixed for redemption, to the Owner of each Bond to be redeemed in whole or in part at the address shown on the registration records maintained by the Registrar. Failure to give such notice by mailing to any Owner of any Bond, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Bonds. Actual receipt of mailed notice by the Owner of any Bond shall not be a condition precedent to the redemption of such Bond or any other Bond. The principal amount so redeemed will be payable upon presentation and surrender of the Bond at the Paying Agent, and accrued interest to the Redemption Date will be paid by check or draft mailed or wire sent to the Owner (or by alternative means if so agreed to by the Owner and the Paying Agent). All Bonds so called for redemption will cease to bear interest after the specified redemption date if moneys to effect the redemption are on deposit with the Paying Agent on such redemption date.

Notwithstanding the provisions of this Section, any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds so called for redemption, and that if such funds are not available, such redemption shall be canceled by written notice to the Owners of the Bonds called for redemption in the same manner as the original redemption notice was mailed.

(6) Execution and authentication. The Bonds shall be executed by and on behalf of the Enterprise with the facsimile or manual signature of the President of the Enterprise, shall be attested with the facsimile or manual signature of the Secretary of the Enterprise, and shall be authenticated with the manual signature of an authorized signatory of the Registrar. Should any officer whose facsimile or manual signature appears on the Bonds cease to be such officer before delivery of the Bonds to the Purchaser, such facsimile or manual signature shall nevertheless be valid and sufficient for all purposes. No Bond shall be valid or become obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until the certificate of

authentication on such Bond shall have been duly executed by an authorized signatory of the Registrar, and such executed certificate upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance.

(7) Registration, transfer and exchange. Upon their execution and authentication and prior to their delivery, the Bonds shall be registered for the purpose of payment of principal and interest by the Registrar. Initially, each Bond shall be registered in the name of the Securities Depository or a nominee therefor. Except as hereinafter provided, all of the Bonds shall continue to be registered in the name of the Securities Depository or a nominee therefor. There shall be no substantive change to the terms and conditions set forth in the form of Bond, except as otherwise authorized by this Ordinance or any amendment hereto.

Neither the Enterprise nor the Registrar shall have any responsibility or obligation with respect to the accuracy of the records of the Securities Depository or a nominee therefor or any Participant regarding any ownership interest in the Bonds or the delivery to any Participant, Beneficial Owner or any other Person (except an Owner of Bonds) of any notice with respect to the Bonds.

The Bonds shall be transferable only upon the registration books of the Enterprise by the Paying Agent at the request of the Owner thereof or his, her or its duly authorized attorney in fact or legal representative. The Registrar or Paying Agent shall accept a Bond for registration or transfer only if the Owner is to be an individual, a corporation, a partnership, or a trust. A Bond may be transferred upon surrender thereof together with a written instrument of transfer duly executed by the Owner or his, her or its duly authorized attorney in fact or legal representative with guaranty of signature satisfactory to the Paying Agent, containing written instructions as to the details of the transfer, along with the social security number or federal employer identification number of the transferee and, if the transferee is a trust, the names and social security numbers of the settlors and the beneficiaries of the trust. The Owner of any Bond or Bonds may also exchange such Bond or Bonds for another Bond or Bonds of authorized denominations. The Paying Agent may require payment of a transfer fee for its services as well as a payment of a sum sufficient to defray any tax or other governmental charge that may hereafter be imposed in connection with any transfer or exchange of Bonds. No transfer of any Bond shall be effective until entered on the registration books of the Enterprise. In the case of every transfer or exchange, the Registrar shall authenticate and the Paying Agent shall deliver to the new Owner a new Bond or Bonds of the same aggregate principal amount, maturing in the same year, and bearing interest at the same per annum interest rate as the Bond or Bonds surrendered. Such Bond or Bonds shall be dated as of their date of authentication. New Bonds delivered upon any transfer or exchange shall be valid obligations of the Enterprise, evidencing the same obligations as the Bonds surrendered, shall be secured by this Ordinance, and shall be entitled to all of the security and benefits hereof to the same extent as the Bonds surrendered. The Enterprise may deem and treat the Person in whose name any Bond is last registered upon the books of the Enterprise as the absolute Owner thereof for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes, and all such payments so made to such Person or upon his, her or its order shall be valid and effective to satisfy and discharge the liability of the Enterprise upon such Bond to the extent of the sum or sums so paid, and the Enterprise shall not be affected by any notice to the contrary.

Neither the Enterprise nor the Paying Agent shall have any responsibility or obligation with respect to the accuracy of the records the Securities Depository or its Participants regarding any ownership interest in the Bonds or transfers thereof.

(8) Resignation or removal of agents. If the Paying Agent or Registrar shall resign as such, or if the Enterprise shall reasonably determine that the Registrar or Paying Agent has breached or become incapable of fulfilling its duties hereunder, the Enterprise may, upon notice mailed to each Owner of Bonds at the addresses last shown on the registration books of the Enterprise, accept the resignation of the Registrar or Paying Agent or remove the Registrar or Paying Agent and appoint a successor paying agent or registrar. It shall not be required that the same institution serve as paying agent and registrar hereunder, but the Enterprise shall have the right to have the same institution serve as paying agent and registrar hereunder. Any such resignation or removal shall become effective only on the appointment of a successor and acceptance by the successor of its duties hereunder.

(9) Resignation or removal of securities depository. The Enterprise may remove the Securities Depository and the Securities Depository may resign by giving sixty (60) days' written notice to the other of such removal or resignation. Additionally, the Securities Depository shall be removed sixty (60) days after receipt by the Enterprise of written notice from the Securities Depository to the effect that the Securities Depository has received written notice from Participants having interests, as shown in the records of the Securities Depository, in an aggregate principal amount of not less than fifty percent (50%) of the aggregate principal amount of the then Outstanding Bonds to the effect that the Securities Depository is unable or unwilling to discharge its responsibilities or a continuation of the requirement that all of the Outstanding Bonds be registered in the name of the Securities Depository or a nominee therefor is not in the best interests of the Beneficial Owners. Upon the removal or resignation of the Securities Depository, the Securities Depository shall take such action as may be necessary to assure the orderly transfer of the computerized book-entry system with respect to the Bonds to a successor securities depository or, if no successor securities depository is appointed as herein provided, the transfer of the Bonds in certificate form to the Beneficial Owners or their designees. Upon the giving of notice by the Enterprise of the removal of the Securities Depository, the giving of notice by the Securities Depository of its resignation or the receipt by the Enterprise of notice with respect to the written notice of Participants referred to herein, the Enterprise may, within sixty (60) days after the giving of such notice, appoint a successor securities depository upon such terms and conditions as the Enterprise shall impose. Any such successor securities depository shall at all times be a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation, and in good standing thereunder. If the Enterprise fails to appoint a successor securities depository within such time period, the Bonds shall no longer be restricted to being registered in the name of the Securities Depository or a nominee therefor, but may be registered in whatever name or names Owners transferring or exchanging Bonds shall designate.

(10) Replacement of bonds. If any Bond shall have been lost, destroyed or wrongfully taken, the Enterprise shall provide for the replacement thereof upon the Owner's furnishing to the Enterprise: (a) proof of ownership, (b) proof of loss, destruction or theft, (c) a surety bond in the amount of all principal and interest remaining unpaid on the Bond, and (d) payment of the cost of preparing and issuing the new Bond.

(11) Recitals in bonds. Each Bond shall recite in substance that the Bond is a special and limited obligation of the Enterprise payable solely out of and secured by an irrevocable pledge of a lien (but not necessarily an exclusive lien) upon the Pledged Revenues, which is on a parity with the 2010 Bonds and at all times senior and superior to the lien thereon of the Subordinate Securities, that the Bond does not constitute a debt or an indebtedness of the Enterprise or the City within the meaning of any constitutional, Charter or statutory provision or limitation, that the Bond is not payable in whole or in part from the proceeds of general property taxes or any other funds of the City or the Enterprise except the Pledged Revenues, and that the full faith and credit of the City is not pledged for the payment of the principal of or interest on the Bond. Each Bond shall further recite that it is issued under the authority of the State Constitution, the Supplemental Act, the Charter, the Enterprise Ordinance, Title 37, Article 45.1, C.R.S., and in full conformity therewith and this Ordinance. Pursuant to Section 11-57-210 of the Supplemental Act, such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after their delivery for value.

(12) Form of bonds. Subject to the provisions of this ordinance, each Bond shall be in substantially the form attached hereto as Exhibit A with such omissions, insertions, endorsements and variations as to any recitals of fact or other provisions as may be required by the circumstances, be required or permitted by this ordinance, be consistent with this ordinance or be necessary or appropriate to conform to the rules and requirements of any governmental authority or any usage or requirement of law with respect thereto.

(C) **BONDS EQUALLY SECURED:** The covenants and agreements herein set forth shall be for the equal benefit, protection and security of the Owners of any and all of the Bonds, all of which, regardless of the time or times of their maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof, except as otherwise expressly provided in or pursuant to this Ordinance.

(D) **SPECIAL OBLIGATIONS:** All of the Debt Service Requirements of the Bonds shall be payable solely out of the Pledged Revenues. The Owners of the Bonds may not look to the general fund or any other revenue or fund of the City for the payment of the Debt Service Requirements thereof, except the special funds pledged therefor. The Bonds shall not constitute a debt or indebtedness of the Enterprise or the City within the meaning of any constitutional, Charter or statutory provision or limitation, and the Bonds shall not be considered or held to be general obligations of the City but shall constitute special and limited obligations of the Enterprise. The Bonds are not payable in whole or in part from the proceeds of general property taxes or any other funds of the City or the Enterprise except the Pledged Revenues, and the full faith and credit of the City is not pledged for payment of the Bonds.

Section 4. Sale of Bonds:

(A) **APPROVAL OF BOND PURCHASE AGREEMENT:** The contract for the purchase of the Bonds is hereby awarded to the Purchaser at the price specified in the Bond Purchase Agreement and Sale Certificate and upon the terms set forth in this Ordinance. The President, the Manager or the Treasurer is hereby independently authorized to execute the Bond Purchase Agreement and the Sale Certificate on behalf of the Enterprise subject to the parameters set forth herein.

(B) APPROVAL OF PRELIMINARY OFFICIAL STATEMENT: The Council hereby approves the Preliminary Official Statement and ratifies the use and distribution thereof by the Purchaser in marketing the Bonds.

(C) DELIVERY: After the Bonds have been duly executed, authenticated and registered as provided herein, the Treasurer of the Enterprise shall cause the Bonds to be delivered to the Purchaser (through the Securities Depository) upon receipt of the agreed purchase price.

Section 5. Disposition of Bond Proceeds and Income; Funds Adopted or Created by Ordinance; Security for Bonds.

The proceeds of the Bonds and the Income shall be deposited by the Enterprise in the funds described in this Section 5, to be accounted for in the manner and priority set forth in this Section 5.

Neither the Purchaser nor any subsequent Owner of any Bonds shall be in any manner responsible for the application or disposal by the Enterprise or the City or by any of their officers, agents and employees of the moneys derived from the sale of the Bonds or of any other moneys designated in this Section 5.

The Pledged Revenues and all moneys and securities paid or to be paid to or held or to be held in any fund hereunder are hereby pledged to secure the payment of the Debt Service Requirements of the Bonds subject to the provisions hereof relating to the Rebate Fund. This pledge shall be valid and binding from and after the date of the first delivery of the Bonds, and the moneys, as received and hereby pledged, shall immediately be subject to the lien of this pledge without any physical delivery thereof, any filing, or further act. The lien of this pledge and the obligation to perform the contractual provisions hereby made shall have priority over any or all other obligations and liabilities of the Enterprise or the City (except as herein otherwise expressly provided), and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Enterprise or the City (except as herein otherwise expressly provided), irrespective of whether such parties have notice thereof. The creation, perfection, enforcement and priority of the pledge of revenues to secure or pay the Bonds as provided herein shall be governed by Section 11-57-208 of the Supplemental Act and this Ordinance.

(A) ACQUISITION FUND: The Enterprise shall deposit, upon receipt from the Purchaser, the proceeds of the Bonds as provided in this Section after making the deposit required by Section 5.E of this Ordinance.

That portion of the proceeds of the Bonds as specified in the Sale Certificate shall be accounted for in a special account hereby created to be known as the "City of Westminster, Colorado, Water and Wastewater Utility Enterprise, Water and Wastewater Revenue Bonds, Series 2016, Acquisition Fund". Except as otherwise provided herein, the moneys in the Acquisition Fund shall be used solely for the purpose of paying the Costs of the Project and for the purposes set forth herein.

(B) WATER AND WASTEWATER UTILITY FUND: Except as otherwise provided herein, the entire Income, upon receipt thereof from time to time, shall be deposited immediately in the

Water and Wastewater Utility Fund. Operation and Maintenance Expenses shall be paid as provided in Section 5.C hereof. The Pledged Revenues on deposit in the Water and Wastewater Utility Fund shall be applied in the following order of priority:

- (1) First, to the Principal and Interest Fund for the Bonds and any Parity Bonds in the manner set forth in Section 5.D hereof;
- (2) Second, to the Reserve Fund for the Bonds or any Parity Bonds as provided in Section 5.E hereof;
- (3) Third, to the Rebate Fund in accordance with Section 5.F hereof;
- (4) Fourth, to the payment of any termination payment due and owing under any interest rate exchange agreement or swap entered into by the Enterprise;
- (5) Fifth, to the payment of the Debt Service Requirements of Subordinate Securities in accordance with Section 5.G hereof; and
- (6) Sixth, to be used in accordance with Section 5.H hereof.

(C) OPERATION AND MAINTENANCE FUND: As a first charge on the Water and Wastewater Utility Fund there shall be paid from the Operation and Maintenance Fund the Operation and Maintenance Expenses of the System as they become due and payable.

(D) PRINCIPAL AND INTEREST FUND: There is hereby created the “City of Westminster, Colorado, Water and Wastewater Utility Enterprise Water and Wastewater Revenue Bonds, Series 2016 Debt Service Account,” into which shall be deposited from the Pledged Revenues, after making any deposits required for the 2010 Bonds pursuant to the ordinance authorizing the issuance of the 2010 Bonds, and concurrently with any amounts required by an ordinance authorizing the issuance of Parity Bonds, the following amounts:

(1) Interest payments. Monthly, commencing on the first day of the first month following the date of delivery of the Bonds, or commencing on the first day of the month six months next prior to the first interest payment date of any of the Bonds, whichever commencement date is later, an amount in equal monthly installments necessary, together with any other moneys from time to time available therefor from whatever source, to pay the next maturing installment of interest on the Bonds then Outstanding, and monthly thereafter, commencing on each interest payment date, one-sixth of the amount necessary, together with any other moneys from time to time available therefor and on deposit therein from whatever source, to pay the next maturing installment of interest on the Bonds then Outstanding.

(2) Principal payments. Monthly, commencing on the first day of the first month following the date of delivery of the Bonds, or commencing on the first day of the month one year next prior to the first principal payment date of any of the Bonds, whichever commencement date is later, an amount in equal monthly installments necessary, together with any other moneys from time to time available therefor from whatever source, to pay the next installment of principal of the Bonds coming due at maturity, and monthly thereafter, commencing on each principal payment date, one-twelfth of the amount necessary, together with any other moneys from time to time

available therefor and on deposit therein from whatever source, to pay the next installment of principal of the Bonds coming due at maturity.

If prior to any interest payment date or maturity date there has been accumulated in the Principal and Interest Fund the entire amount necessary to pay the next maturing installment of interest or principal, or both, the payment required in subparagraph (1) or (2) (whichever is applicable) of this paragraph, may be appropriately reduced; but the required monthly amounts again shall be so credited to such account commencing on such interest payment date or maturity date.

The moneys deposited in the Principal and Interest Fund shall be used to pay the Debt Service Requirements of the Bonds, as the same shall become due, except as otherwise provided in this Ordinance. The Principal and Interest Fund shall be maintained as a sinking fund for the mandatory redemption of any Term Bonds. Any mandatory sinking fund redemption shall be treated as an installment of principal for purposes of this Section 5.D.

(E) RESERVE FUND: There is hereby created the “City of Westminster, Colorado, Water and Wastewater Utility Enterprise, Water and Wastewater Revenue Bonds Series 2016 Reserve Fund”. The Reserve Fund shall be funded, if at all, as provided in the Sale Certificate.

The Reserve Fund shall be maintained after it has been established as a continuing reserve for the payment of the Debt Service Requirements of the Bonds. In the event that the amount on deposit in the Reserve Fund falls below the Reserve Fund Requirement, there shall be deposited in the Reserve Fund such Pledged Revenues as may be needed to accumulate or reaccumulate the amount therein so that at all times the amount of the Reserve Fund equals the Reserve Fund Requirement. The moneys in the Reserve Fund shall be set aside, accumulated, and, if necessary, reaccumulated as provided herein, from time to time, and maintained as a continuing reserve to be used only to prevent deficiencies in the Principal and Interest Fund resulting from failure to deposit therein sums sufficient to pay such Debt Service Requirements of each separate series of Bonds as the same become due.

If at any time there shall not be deposited for any reason in the Principal and Interest Fund the full amount above stipulated, then there shall be deposited in the Principal and Interest Fund at such time from the Reserve Fund an amount equal to the difference between that paid from the Pledged Revenues and the full amount so stipulated. The money so used shall be replaced to the Reserve Fund from the first Pledged Revenues on a pro-rata basis thereafter received and not required to be otherwise applied by Section 5.D hereof.

Nothing in this Ordinance shall be construed as limiting the right of the Enterprise to substitute for any cash deposit which may be required to be maintained hereunder a Surety Bond to ensure that cash in the amount otherwise required to be maintained hereunder will be available to the Enterprise as needed, provided that any such substitution shall not cause the then current ratings of the Bonds to be adversely affected. Any such Surety Bond shall be deposited with the Paying Agent, which shall ascertain the necessity for a claim against or draw upon the Surety Bond and provide notice to the issuer thereof in accordance with its terms prior to each interest payment date. The Paying Agent and the Enterprise shall use all cash in the Reserve Fund before drawing on a Surety Bond. If there is more than one Surety Bond on deposit in the Reserve Fund, the

Paying Agent shall draw on them on a pro rata basis, based upon the amount available to be drawn on each. Notwithstanding the foregoing, no Surety Bond shall be deposited by the City in the Reserve Fund for such substitution unless the City has received an opinion of bond counsel to the effect that such substitution and the intended use by the City of the cash or Permitted Investments to be released from the Reserve Fund will not adversely affect the exclusion from gross income for federal income tax purposes of interest on Bonds.

The Reserve Fund shall be replenished in the following priority: first, principal and interest on any Surety Bonds on deposit therein shall be paid on a pro-rata basis from first available Pledged Revenues; second, after all such amounts are paid in full, amounts necessary to fund each separate Reserve Fund in an amount equal to the Reserve Fund Requirement on a pro-rata basis, after taking into account the amounts available under any Surety Bond or Surety Bonds, shall be deposited from next available Pledged Revenues. Unless otherwise provided in the Sale Certificate, the Reserve Fund Requirement shall be re-calculated upon (i) any principal payment, whether at stated maturity or upon redemption, or (ii) the defeasance of all or a portion of the Bonds.

(F) REBATE FUND: There is hereby created “City of Westminster, Colorado Water and Wastewater Utility Enterprise, Water and Wastewater Revenue Bonds, Series 2016, Rebate Fund”, into which there shall be deposited, concurrently with each other and any payments required to be made pursuant to any ordinance authorizing the issuance of Parity Bonds and subject to the payments required by Section 5.D and 5.E hereof, Pledged Revenues in the amount of required arbitrage rebate, if any, due to the federal government under Sections 103 and 148(f)(2) of the Tax Code. The Treasurer of the Enterprise shall determine the required arbitrage rebate amount in the manner required by said Sections and related regulations and shall pay such amount from the Rebate Fund, provided, however, that required arbitrage rebate payments shall be made to the federal government from legally available funds regardless of whether there are any Pledged Revenues, remaining proceeds or other funds attributable to the Bonds that are available for the purpose.

All amounts in the Rebate Fund, including income earned from investment thereof, shall be held by the Treasurer free and clear of any lien created by this Ordinance, to the extent such amounts are required to be paid over to the federal government. The Treasurer shall pay over to the federal government from time to time such amounts as the Treasurer shall determine, provided that the Treasurer shall so pay over to the federal government not less frequently than once each five (5) years after the date of issuance of the Bonds, an amount equal to ninety percent (90%) of the required arbitrage rebate amount earned during such period (and not theretofore paid to the federal government) and not later than sixty (60) days after the redemption of the last Bond, one hundred percent (100%) of the required arbitrage rebate amount.

(G) PAYMENT OF SUBORDINATE SECURITIES: Subject to the payments required by Sections 5.D and 5.E hereof, any remaining Pledged Revenues may be used for the payment of Debt Service Requirements on the Subordinate Securities, including reasonable reserves for such Subordinate Securities; but the lien of such Subordinate Securities on the Pledged Revenues and the pledge thereof for the payment of such Subordinate Securities shall be subordinate to the lien and pledge of the Bonds, the 2010 Bonds, and any Parity Bonds as herein provided.

(H) USE OF REMAINING REVENUES: Subject to the payments required or permitted by Sections 5.D through 5.G hereof, any remaining Pledged Revenues may be used for any one or any combination of lawful purposes.

(I) TERMINATION OF DEPOSITS: No payment need be made into the Principal and Interest Fund or the Reserve Fund if the amount of cash and Permitted Investments in the Principal and Interest Fund and the Reserve Fund is at least equal to the entire amount of the Outstanding Bonds as to all Debt Service Requirements, to their respective maturity dates or to any Redemption Dates on which the Enterprise shall have exercised or shall have obligated itself to exercise its option to redeem, prior to their respective maturity dates, any Bonds, the 2010 Bonds, any Parity Bonds then Outstanding and thereafter maturing (provided that, solely for the purpose of this Section 5.H, there shall be deemed to be a credit to the Principal and Interest Fund moneys, any cash or Permitted Investments accounted for in any other fund and restricted solely for the purpose of paying the Debt Service Requirements of the Bonds), in which case cash or Permitted Investments in the Principal and Interest Fund in an amount, except for any known interest or other gain to accrue from any investment or deposit of moneys pursuant to Section 6.B hereof from the time of any such investment or deposit to the time or respective times the proceeds of any such investment or deposit shall be needed for such payment, at least equal to such Debt Service Requirements, shall be used together with any such gain from such investments and deposits solely to pay such Debt Service Requirements as the same become due.

(J) BUDGET AND APPROPRIATION OF SUMS: The sums required to make the payments specified in this Section 5 are hereby appropriated for said purposes. Said amounts for each year shall be included in the annual budget and the appropriation ordinance or measures to be adopted or passed in each year respectively while the Bonds, either as to principal or interest, are Outstanding and unpaid.

(K) COMPLETION OF PROJECT: When the Project is completed in accordance with the relevant plans and specifications and all amounts due therefor, including all proper incidental expenses and all administrative costs of the Project, are paid, or for which full provision is made, the Treasurer, to the extent permitted by the Tax Compliance Certificate, shall cause all surplus moneys remaining in the Acquisition Fund, if any, except for any moneys designated in the certificate to be retained to pay any unpaid accrued costs or contingent obligations, to be transferred as follows: to the Rebate Fund so as to enable the Enterprise to comply with the requirements of the Tax Compliance Certificate, (b) to the Reserve Fund to such extent as shall not cause the amount in the Reserve Fund to exceed the Reserve Fund Requirement and (c) to the Principal and Interest Fund to the extent of any remaining balance of such moneys to be applied against the next principal payment or payments coming due on the Bonds. Nothing herein prevents the transfer from the Acquisition Fund to the Principal and Interest Fund, at any time prior to the termination of the Acquisition Fund, of any moneys which the Treasurer by certificate determines will not be necessary for the Project and will not be designated to be transferred to the Rebate Fund.

Section 6. General Administration of Funds.

(A) PLACES AND TIMES OF DEPOSITS: Except as otherwise provided herein, each of the special funds or accounts described in this Ordinance shall be maintained as a book account and

kept separate from all other accounts as a trust account solely for the purposes herein designated therefor. The moneys accounted for in such special book accounts may be in one or more bank accounts in one or more Commercial Banks. Each such bank account shall be continuously secured to the fullest extent required or permitted by the laws of the State for the securing of public funds and shall be irrevocable and not withdrawable by anyone for any purpose other than the respective designated purposes. Each periodic payment shall be credited to the proper book account not later than the date therefor herein designated, except that when any such date shall not be a Business Day, then such payment shall be made on or before the next preceding Business Day. Moneys shall be deposited with the Paying Agent for the Bonds pursuant to the terms of the Paying Agent Agreement at such times and in such amounts as is sufficient to pay the Debt Service Requirements then becoming due on the Outstanding Bonds.

(B) INVESTMENT OF FUNDS: Any moneys in the Acquisition Fund, Income Fund, Bond Fund, Reserve Fund, and Rebate Fund and not needed for immediate use shall be invested or reinvested by the Treasurer in Permitted Investments. Any of such funds may be held by the Enterprise or may be deposited and held by the Paying Agent at the Direction of the Enterprise. All such investments shall (a) either be subject to redemption at any time at a fixed value by the holder thereof at the option of such holder, or (b) mature not later than the estimated date or respective dates on which the proceeds are to be expended as estimated by the Treasurer at the time of such investment or reinvestment; provided that (1) Permitted Investments credited to the Reserve Fund shall not mature later than ten years from the date of such investment or reinvestment and (2) collateral securities of any Permitted Investments may have a maturity of more than five years from the date of purchase thereof. For the purpose of any such investment or reinvestment, Permitted Investments shall be deemed to mature at the earliest date on which the obligor is, on demand, obligated to pay a fixed sum in discharge of the whole of such obligations.

The Enterprise acknowledge that to the extent regulations of the Comptroller of Currency or other applicable regulatory entity grant a right to receive brokerage confirmations of security transactions of the account, the Enterprise waives receipt of such confirmations, to the extent permitted by law. The Paying Agent shall furnish a statement of security transactions on its regular monthly reports.

(C) NO LIABILITY FOR LOSSES INCURRED IN PERFORMING TERMS OF ORDINANCE: Neither the Enterprise nor the City nor any officer thereof shall be liable or responsible for any loss resulting from any investment or reinvestment made in accordance with this Ordinance.

(D) CHARACTER OF FUNDS: Except as provided in Section 5.E hereof, the moneys in any fund herein authorized shall consist of lawful money of the United States of America or Permitted Investments or both such money and Permitted Investments. Moneys deposited in a demand or time deposit account in a Commercial Bank or other depository, appropriately secured according to the ordinances of the City and, to the extent applicable, the laws of the State, shall be deemed lawful money of the United States of America.

(E) ACCELERATED PAYMENTS OPTIONAL: Nothing contained herein prevents the accumulation in any fund herein designated of any monetary requirements at a faster rate than the rate or minimum rate, as the case may be, provided therefor, but no payment shall be so accelerated

if such acceleration shall cause a default in the payment of any obligation of the Enterprise pertaining to the Income.

Section 7. Priorities; Liens; Issuance of Parity Bonds.

(A) **LIENS ON PLEDGED REVENUES; EQUALITY OF BONDS, PARITY BONDS:** The Pledged Revenues shall be and hereby are irrevocably pledged and set aside to pay the Debt Service Requirements of the Bonds.

The Bonds constitute an irrevocable lien (but not necessarily an exclusive lien) upon the Pledged Revenues which is on a parity with the 2010 Bonds and at all times senior and superior to the lien thereon of the Subordinate Securities pursuant to the terms of this Ordinance.

The Bonds, the 2010 Bonds, and any Parity Bonds authorized to be issued and from time to time Outstanding are equitably and ratably secured by a lien on the Pledged Revenues and shall not be entitled to any priority one over the other in the application of the Pledged Revenues regardless of the time or times of the issuance thereof, it being the intention of the Enterprise that there shall be no priority among the Bonds, the 2010 Bonds and Parity Bonds, regardless of the fact that they may be actually issued and delivered at different times.

(B) **ISSUANCE OF PARITY BONDS.** Nothing herein, subject to the limitations stated in Section 7.F hereof, prevents the issuance by the Enterprise or the City of Parity Bonds; but before any such Parity Bonds are authorized or actually issued, the following conditions shall be satisfied:

(1) Absence of default. At the time of the adoption of the supplemental ordinance or other instrument authorizing the issuance of the Parity Bonds as provided in Section 7.F hereof, the Enterprise shall not be in default in making any payments required by Section 5 hereof and there shall not have occurred and be continuing any Event of Default.

(2) Historic revenues tests. Except as hereinafter provided in the case of Parity Bonds issued for the purpose of refunding all or any part of the Bonds, the 2010 Bonds and other Parity Bonds then Outstanding, the Pledged Revenues for the last complete Fiscal Year prior to the issuance of the proposed Parity Bonds, as certified by the Treasurer, must have been equal to at least the sum of one hundred twenty percent (120%) of the Combined Maximum Annual Debt Service Requirements of the 2010 Bonds, the Bonds then Outstanding, any Parity Bonds then Outstanding, and the Parity Bonds proposed to be issued. If any adjustment in water or wastewater rates, fees, tolls or charges or tap fees, or any combination thereof, is approved by the City Council during such Fiscal Year, the Treasurer shall adjust the calculation of the Pledged Revenues to reflect the amount thereof that would have been received if such adjustment had been in effect throughout such Fiscal Year.

For purposes of this Section 7.B(2), when computing the Combined Maximum Annual Debt Service Requirements for any issue of Parity Bonds or Subordinate Securities bearing interest at a variable, adjustable, convertible or other similar rate which is not fixed for the entire term thereof, it shall be assumed that any such Parity Bonds or Subordinate Securities Outstanding at the time of the computation will bear interest during any period at the highest of (a) the actual rate on the date of calculation, or if the Parity Bonds or Subordinate Securities are not yet outstanding, the initial rate (if established and binding), (b) if the Parity Bonds or Subordinate Securities have

been outstanding for at least twelve (12) months, the average rate over the twelve (12) months immediately preceding the date of calculation, and (c) (i) if interest on the Parity Bonds or Subordinate Securities is excludable from gross income under the applicable provisions of the Tax Code, the most recently published Bond Buyer 25 Bond Revenue Index (or comparable index if no longer published) plus fifty (50) basis points, or (ii) if interest is not so excludable, the interest rate on direct Federal Securities with comparable maturities plus fifty (50) basis points. It shall further be assumed that any such Parity Bonds or Subordinate Securities which may be tendered prior to maturity for purchase at the option of the Owner thereof will mature on their stated maturity dates or mandatory Redemption Dates. The Enterprise or the City shall be permitted to treat any fixed rate payable on an interest rate exchange agreement or “swap” contract as the interest rate on any such issue of Parity Bonds or Subordinate Securities if the counterparty to such agreement or contract has unconditionally agreed to pay all interest due on such Parity Bonds or Subordinate Securities and the counterparty has been approved in writing by the Bond Insurer. In the case of Parity Bonds issued for the purpose of refunding all or any part of the Bonds or other Parity Bonds then Outstanding, compliance with this Section 7.B(2) shall not be required so long as the Debt Service Requirements payable on all Bonds and other Parity Bonds Outstanding after the issuance of such proposed Parity Bonds on each interest payment date does not exceed the Debt Service Requirements payable on all Bonds and other Parity Bonds Outstanding prior to the issuance of such proposed Parity Bonds on such interest payment dates.

(C) **CERTIFICATION OF HISTORIC REVENUES:** Where certifications of historic revenues are required by this Ordinance, the specified and required written certifications of the Treasurer that revenues are sufficient to pay the required amounts shall be conclusively presumed to be accurate in determining the right of the Enterprise to authorize, issue, sell and deliver Parity Bonds.

(D) **SUBORDINATE SECURITIES PERMITTED:** Nothing herein, except the limitations stated in Section 7.F hereof, prevents the Enterprise or the City from issuing Subordinate Securities for any lawful purpose.

(E) **SUPERIOR SECURITIES PROHIBITED:** Neither the Enterprise nor the City shall issue any bonds with a lien on the Pledged Revenue which is senior or superior to the lien on the Bonds.

(F) **SUPPLEMENTAL ORDINANCES:** Parity Bonds or Subordinate Securities shall be issued only after authorization thereof by ordinance, supplemental ordinance or other instrument in substantially the same form as this Ordinance, stating the purpose or purposes of the issuance of such additional Securities, directing the application of the proceeds thereof to such purpose or purposes, directing the execution thereof, and fixing and determining the date, series designation, principal amount, maturity or maturities, maximum rate or rates of interest, and prior redemption privileges with respect thereto, and providing for payments to and from the Water and Wastewater Utility Fund in accordance with this Ordinance. All additional Securities shall bear such date, shall be payable as to principal and interest on such dates and shall be subject to redemption prior to maturity on such terms and conditions, as may be provided, and shall bear interest at such rate or rates as may be fixed by ordinance, instrument or other document.

Section 8. Priorities; Liens; Issuance of Parity Bonds. The Enterprise hereby particularly covenants and agrees with the Owners of the Bonds from time to time, and makes provisions which

shall be a part of the contract with such Owners, which covenants and provisions shall be kept by the Enterprise or the City continuously until all of the Bonds have been fully paid and discharged:

(A) **RATE MAINTENANCE:** The City shall prescribe, revise, and collect water and wastewater rates, fees, tolls, and charges and tap fees or any combination thereof, which shall produce Income sufficient, together with any other moneys legally available therefor and deposited in the Water and Wastewater Utility Fund, to make the payments and accumulations required by this Ordinance and which shall produce Pledged Revenues in each Fiscal Year sufficient, together with all other moneys legally available therefor and deposited in the Water and Wastewater Utility Fund after payment of Operation and Maintenance Expenses, to pay an amount at least equal to one hundred ten percent (110%) of the actual Debt Service Requirements due in such Fiscal Year for the Outstanding 2010 Bonds, the Outstanding Bonds and any Outstanding Parity Bonds, 100% of the Debt Service Requirements of the Subordinate Securities, plus any amounts required to meet then existing deficiencies pertaining to any fund relating to the Pledged Revenues or any Securities payable therefrom, including, without limitation, any reserve funds. For purposes of this Section 8.A, when computing the actual Debt Service Requirements for any issue of Parity Bonds or Subordinate Securities bearing interest at a variable, adjustable, convertible or other similar rate which is not fixed for the entire term thereof, it shall be assumed that any such Parity Bonds or Subordinate Securities Outstanding at the time of the computation will bear interest during any period at the actual rate applicable during said period. It shall further be assumed that any such Parity Bonds or Subordinate Securities which may be tendered prior to maturity for purchase at the option of the Owner thereof will mature on their stated maturity dates or mandatory Redemption Dates. The Enterprise shall be permitted to treat any fixed rate payable on an interest rate exchange agreement or “swap” contract as the interest rate on any such issue of Parity Bonds or Subordinate Securities if the counterparty to such agreement or contract has unconditionally agreed to pay all interest due on such Parity Bonds or Subordinate Securities and the counterparty has been approved in writing by the Bond Insurer.

In the event that such rates, fees, tolls, and charges and tap fees at any time should not be sufficient to make all of the payments and accumulations required by this Ordinance, the City shall increase its rates, fees, tolls, and charges and tap fees to such extent as to insure the payments and accumulations required by the provisions of this Ordinance.

(B) **COLLECTION OF CHARGES:** The City shall cause all water and wastewater rates, fees, tolls, and charges and tap fees to be billed promptly and collected as soon as reasonable, shall prescribe and enforce rules and regulations or impose contractual obligations for the payment thereof, to the end that the Pledged Revenues shall be adequate to meet the requirements of this Ordinance and any other ordinance or instrument supplemental thereto. The rates, fees, tolls, and charges and tap fees due shall be collected in any lawful manner.

(C) **COMPETENT MANAGEMENT:** The City shall employ experienced and competent management personnel for each component of the System. If the Enterprise shall fail to pay the Debt Service Requirements of the Bonds promptly as the same become due, or if the Enterprise or the City shall fail to keep any of the covenants herein contained, and if such default shall continue for a period of sixty (60) days, or if the Pledged Revenues in any Fiscal Year, together with other legally available moneys deposited in the Water and Wastewater Utility Fund, shall fail to equal at least the amount of the Debt Service Requirements of the Outstanding Bonds and other

Outstanding Securities due in the same Fiscal Year, the City shall retain a firm of competent management Persons skilled in the operation of water and wastewater facilities to assist in the management of the System so long as such default continues or the said revenues, proceeds and income are less than the amount hereinabove designated.

(D) **PERFORMANCE OF DUTIES:** The City, acting by and through its officers, or otherwise, shall faithfully and punctually perform, or cause to be performed, all duties with respect to the Income and the System required by the Constitution and laws of the State and the ordinances, resolutions and contracts of the Enterprise or the City, including, without limitation, the proper segregation of the proceeds of the Bonds and the Income and their application from time to time to the respective funds provided therefor.

(E) **COSTS OF BONDS AND OF PERFORMANCE:** Except as otherwise specifically provided herein, all costs and expenses incurred in connection with the issuance of the Bonds, payment of the Debt Service Requirements thereof or the performance of or compliance with any covenant or agreement contained in this Ordinance shall be paid exclusively (but only from the appropriate special fund in the manner authorized herein) from the proceeds of the Bonds, from the Pledged Revenues, or from other legally available moneys, and in no event shall any of such costs or expenses be required to be paid out of or charged to the general fund of the City.

(F) **CONTRACTUAL OBLIGATIONS:** The Enterprise shall perform all contractual obligations undertaken by it under the Bond Purchase Agreement, and the Enterprise or the City shall perform all contractual obligations undertaken by it under any other agreements relating to the Bonds, the Income, the Project, or the System.

(G) **FURTHER ASSURANCES:** At any and all times the Enterprise or the City shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge, deliver, and file or record all and every such further instruments, acts, deeds, conveyances, assignments, transfers, other documents, and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights, the Pledged Revenues and other funds hereby pledged, or intended so to be, or which the Enterprise or the City may hereafter become bound to pledge, or as may be reasonable and required to carry out the purposes of this Ordinance. The Enterprise, acting by and through its officers, or otherwise, shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Pledged Revenues and other funds pledged hereunder and all the rights of every Owner of any of the Bonds against all claims and demands of all Persons whomsoever.

(H) **CONDITIONS PRECEDENT:** Upon the date of issuance of the Bonds, all conditions, acts and things required by the Constitution or laws of the United States of America, the Constitution or laws of the State, the Charter, the Supplemental Act, Title 37, Article 45.1, the Enterprise Ordinance, and this Ordinance to exist, to have happened, and to have been performed precedent to or in the issuance of the Bonds shall exist, have happened and have been performed, and the Bonds, together with all other obligations of the Enterprise or the City, shall not contravene any debt or other limitation prescribed by the Constitution or laws of the United States of America or the Constitution or laws of the State, the Charter or the Enterprise Ordinance.

(I) **EFFICIENT OPERATION AND MAINTENANCE:** The City shall at all times operate the System properly and in a sound and economical manner. The City shall maintain, preserve and keep the System properly or cause the same so to be maintained, preserved, and kept, with the appurtenances and every part and parcel thereof in good repair, working order and condition, and shall from time to time make or cause to be made all necessary and proper repairs, replacements and renewals so that at all times the maintenance of the System may be properly and advantageously conducted. All salaries, fees, wages and other compensation paid by the City in connection with the repair, maintenance and operation of the System shall be fair and reasonable.

(J) **RECORDS AND ACCOUNTS:** The City shall keep proper books of record and account showing complete and correct entries of all transactions relating to the funds referred to herein.

(K) **RULES, REGULATIONS AND OTHER DETAILS:** The City, acting by and through its officers, shall establish and enforce reasonable rules and regulations governing the construction, operation, care, repair, maintenance, management, control, use, commodities, and services of the System. The City shall observe and perform all of the terms and conditions contained in this Ordinance and shall comply with all valid acts, rules, regulations, orders and directives of any legislative, executive, administrative or judicial body applicable to the System or the City.

(L) **PAYMENT OF GOVERNMENTAL CHARGES:** The Enterprise shall pay or cause to be paid all taxes and assessments or other municipal or governmental charges, if any, lawfully levied or assessed upon or in respect of the System or upon any part thereof or upon any portion of the Income, when the same shall become due, and shall duly observe and comply with all valid requirements of any municipal or governmental authority relative to the System, or any part thereof, except for any period during which the same are being contested in good faith by proper legal proceedings. The Enterprise shall not create or suffer to be created any lien or charge upon the System, or any part thereof, or upon the Income, except the pledge and lien created by this Ordinance for the payment of the Debt Service Requirements due in connection with the Bonds and except as herein otherwise permitted. The Enterprise shall pay or cause to be discharged or shall make adequate provision to satisfy and to discharge, within ninety (90) days after the same shall become payable, all lawful claims and demands for labor, materials, supplies or other objects which, if unpaid, might by law become a lien upon the System, or any part thereof, or the Income, but nothing herein requires the Enterprise to pay or to cause to be discharged or to make provision for any such tax, assessment, lien or charge, so long as the validity thereof is contested in good faith and by appropriate legal proceedings.

(M) **PROTECTION OF SECURITY:** The Enterprise and the City and their officers, agents and employees shall not take any action in such manner or to such extent as might prejudice the security for the payment of the Debt Service Requirements of the Bonds according to the terms thereof. No contract shall be entered into nor any other action taken by which the rights of any Owner of any Bonds might be prejudicially and materially impaired or diminished.

(N) **ACCUMULATION OF INTEREST CLAIMS:** In order to prevent any accumulation of claims for interest after maturity, the Enterprise shall not directly or indirectly extend or assent to the extension of the time for the payment of any claim for interest on any of the Bonds; and the Enterprise shall not directly or indirectly be a party to or approve any arrangements for any such extension or for the purpose of keeping alive any of such claims for interest. If the time for the

payment of any such installment of interest is extended in contravention of the foregoing provisions, such installment or installments of interest after such extension or arrangement shall not be entitled in case of default hereunder to the benefit or the security of this Ordinance, except upon the prior payment in full of the principal of all of the Bonds.

(O) **PROMPT PAYMENT OF BONDS:** The Enterprise shall promptly pay the Debt Service Requirements of every Bond on the dates and in the manner specified herein and in the Bonds according to the true intent and meaning hereof.

(P) **USE OF FUNDS:** The funds described herein shall be used solely and only, and the moneys deposited in such funds are hereby pledged, for the purposes described herein, subject to Section 9 hereof.

(Q) **ADDITIONAL SECURITIES:** Neither the Enterprise nor the City shall hereafter issue any Securities, other than the Bonds, without compliance with the requirements with respect to the issuance of Parity Bonds set forth herein to the extent applicable.

(R) **OTHER LIENS:** Other than the 2010 Bonds and the Subordinate Securities issued by the Enterprise in 1997, 1998, 2000, and 2005, there are no liens or encumbrances of any nature whatsoever on or against the System, or any part thereof, or on or against the Pledged Revenues.

(S) **DISPOSAL OF SYSTEM PROHIBITED:** Subject to Section 8.V hereof, except for the use of the System and the sale of commodities or services pertaining thereto in the normal course of business, neither all nor a substantial part of the System shall be sold, mortgaged, pledged, encumbered, alienated or otherwise disposed of, until all of the Bonds have been paid in full, as to all Debt Service Requirements thereof, or unless provision has been made therefor, or until the Bonds have otherwise been redeemed, including, without limitation, the termination of the pledge as herein authorized. Subject to Section 8.V hereof, the City shall not dispose of its title to the System or to any useful part thereof, including any property necessary to the operation and use of the System and the lands and interests in lands comprising the System.

(T) **FIDELITY BONDS OR INSURANCE:** Each official or other person having custody of any Pledged Revenues or responsible for their handling shall be fully bonded or insured at all times, which bond or insurance shall be conditioned upon the proper application of said moneys. Nothing herein shall be construed to prohibit the City from providing any insurance required hereunder by an actuarially sound self insurance plan or program.

(U) **TAX COVENANT:** The Enterprise and the City covenant for the benefit of the registered owners of the Bonds that it will not take any action or omit to take any action with respect to the Bonds, the proceeds of the Bonds, any other funds of the Enterprise or the facilities financed or refinanced with the proceeds of the Bonds if such action or omission (i) would cause the interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Tax Code, in effect on the date of delivery of the Bonds, (ii) would cause interest on the Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code except to the extent such interest is required to be included in adjusted current earnings adjustment applicable to corporations under Section 56 of the Tax Code in calculating corporate alternative minimum taxable income, or (iii) would cause interest on the

Bonds to lose its exclusion from Colorado taxable income or Colorado alternative minimum taxable income under present Colorado law. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the Bonds until the date on which all obligations of the Enterprise and the City in fulfilling the above covenant under the Tax Code and Colorado law have been met.

(V) **DISPOSAL OF PROPERTY:** No part of the System shall be sold, leased, mortgaged, pledged, encumbered or otherwise disposed of or otherwise alienated, until all of the Bonds have been paid in full, or unless provision has been made therefor, or until the Bonds have otherwise been redeemed; provided, however, that the City may sell, exchange, lease or dispose of at any time and from time to time any property or facilities constituting part of the System and not needed or useful in the construction, reconstruction or operation thereof as determined by the City in its reasonable discretion but any proceeds of any such sale or exchange received and not used to replace such property so sold or exchanged and any proceeds of any such lease received shall be deposited in the Water and Wastewater Utility Fund as Income.

(W) **LOSS FROM CONDEMNATION:** If any part of the System is taken by the exercise of a power of eminent domain, the amount of any award received by the City as a result of such taking shall be expended upon the improvement of the System or shall be applied to the redemption of the Outstanding Bonds and any other Outstanding Securities in accordance with the provisions hereof and of any other ordinance authorizing the issuance of any such Securities at maturity or upon prior redemption if the authorizing ordinances authorize the prior redemption of such Securities.

(X) **INSPECTION OF RECORDS AND SYSTEM:** Any Owner of any of the Bonds, any duly authorized agent or agents of such Owner, and the Purchaser shall have the right at all reasonable times to inspect all records, accounts and data relating thereto, concerning the Bonds, the System or the Income, to make copies of such records, accounts and data at their own expense, and to inspect the System and properties comprising the same.

(Y) **AUDITS REQUIRED:** The City, annually following the close of each Fiscal Year, shall order an audit for the Fiscal Year of the books and accounts pertaining to the Enterprise to be made forthwith by an Independent Auditor and order an audit report for each fund pertaining to the Income.

(Z) **INSURANCE AND RECONSTRUCTION:** The City shall at all times maintain with responsible insurers all such insurance reasonably required and obtainable within limits and at costs deemed reasonable by the City as is customarily maintained with respect to water and wastewater facilities of like character against loss of or damage to the System and against public and other liability to the extent at least reasonably necessary to protect the interest of the City and of each Owner of Bonds, except as herein otherwise provided. If any useful part of the System shall be damaged or destroyed, the City shall, as expeditiously as possible, commence and diligently proceed with the repair or replacement of the damaged or destroyed property so as to restore the same to use. The proceeds of any insurance appertaining to the System shall be payable to the City and (except for proceeds of use and occupancy insurance) shall be applied to the necessary costs involved in such repair and replacement, and to the extent not so applied shall (together with the proceeds of any such use and occupancy insurance) be deposited in the Water

and Wastewater Utility Fund as Income. If the costs of such repair and replacement of the damaged or destroyed property exceed the proceeds of such property insurance available for payment of the same, moneys in the Water and Wastewater Utility Fund shall be used to the extent necessary for such purpose. Nothing herein shall be construed to prohibit the City from providing any insurance required hereunder by an actuarially sound self insurance plan or program.

(AA) CONTINUING DISCLOSURE: The City shall comply with the provisions of the Continuing Disclosure Certificate. Any failure by the City to perform in accordance with this Section shall not constitute an Event of Default under this ordinance, and the rights and remedies provided by this ordinance upon the occurrence of an Event of Default shall not apply to any such failure. Neither the Registrar nor the Paying Agent shall have any power or duty to enforce this Section. No Owner of a Bond shall be entitled to damages for the City's non-compliance with its obligations under this Section; however, the Owners of the Bonds may enforce specific performance of the obligations contained in this Section by any judicial proceeding available.

Section 9. Defeasance. If, when the Bonds shall be paid in accordance with their terms (or payment of the Bonds has been provided for in the manner set forth in the following paragraph), then this ordinance and all rights granted hereunder shall thereupon cease, terminate and become void and be discharged and satisfied.

Payment of any Outstanding Bond shall prior to the maturity or redemption date thereof be deemed to have been provided for within the meaning and with the effect expressed in this Section if (a) in case said Bond is to be redeemed on any date prior to its maturity, the City shall have given to the Paying Agent in form satisfactory to it irrevocable instructions to give on a date in accordance with the provisions of Section 3.B(5) hereof notice of redemption of such Bond on said redemption date, such notice to be given in accordance with the provisions of Section 3.B(5) hereof, (b) there shall have been deposited with the Paying Agent or a commercial bank exercising trust powers either moneys in an amount which shall be sufficient, or Federal Securities which shall not contain provisions permitting the redemption thereof at the option of the issuer, the principal of and the interest on which when due, and without any reinvestment thereof, will provide moneys which, together with the moneys, if any, deposited with or held by the Paying Agent or other commercial bank exercising trust powers at the same time, shall be sufficient to pay when due the Debt Service Requirements due and to become due on said Bond on and prior to the redemption date or maturity date thereof, as the case may be, and (c) in the event said Bond is not by its terms subject to redemption within the next sixty days, the City shall have given the Paying Agent in form satisfactory to it irrevocable instructions to give, as soon as practicable in the same manner as the notice of redemption is given pursuant to Section 3.B(5) hereof, a notice to the Owner of such Bond that the deposit required by (b) above has been made with the Paying Agent or other a commercial bank exercising trust powers and that payment of said Bond has been provided for in accordance with this Section and stating such maturity or redemption date upon which moneys are to be available for the payment of the Debt Service Requirements of said Bond. Neither such securities nor moneys deposited with the Paying Agent or other commercial bank exercising trust powers pursuant to this Section or principal or interest payments on any such Federal Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the Debt Service Requirements of said Bond; provided any cash received from such principal or interest payments on such Federal Securities deposited with the Paying Agent or other Trust Bank, if not then needed for such purpose, shall, to the extent practicable, be reinvested

in securities of the type described in (b) of this paragraph maturing at times and in amounts sufficient to pay when due the Bond Requirements to become due on said Bond on or prior to such redemption date or maturity date thereof, as the case may be. At such time as payment of a Bond has been provided for as aforesaid, such Bond shall no longer be secured by or entitled to the benefits of this ordinance, except for the purpose of any payment from such moneys or securities deposited with the Paying Agent or other Trust Bank.

The release of the obligations of the City under this Section shall be without prejudice to the right of the Paying Agent to be paid reasonable compensation for all services rendered by it hereunder and all its reasonable expenses, charges and other disbursements incurred on or about the administration of and performance of its powers and duties hereunder.

Upon compliance with the foregoing provisions of this Section with respect to all Bonds then Outstanding, this ordinance may be discharged in accordance with the provisions of this Section but the liability of the City in respect of the Bonds shall continue; provided that the Owners thereof shall thereafter be entitled to payment only out of the moneys or Federal Securities deposited with the Paying Agent or other commercial bank exercising trust powers as provided in this Section.

Section 10. Default Provisions and Remedies of Bond Owners.

(A) EVENTS OF DEFAULT. Each of the following events is hereby declared to be and to constitute an Event of Default by the Enterprise:

(1) Nonpayment of principal or premium. Payment of the principal of any of the Bonds is not made from sources other than the Bond Insurance Policy when the same becomes due and payable;

(2) Nonpayment of interest. Payment of any interest on any of the Bonds is not made from sources other than the Bond Insurance Policy when the same becomes due and payable;

(3) Incapacity to perform. The Enterprise or the City for any reason becomes incapable of fulfilling its obligations hereunder;

(4) Nonperformance of duties. The Enterprise or the City shall have failed to carry out and to perform (or in good faith to begin the performance of) all acts and things lawfully required to be carried out or to be performed by it under any contract relating to the Income or to the System, including, without limitation, this Ordinance, and such failure shall continue for sixty (60) days after receipt of notice from the Owners of twenty five percent (25%) in aggregate principal amount of the Bonds then Outstanding; provided that if such failure cannot be cured within such sixty (60) days and if during that period corrective action has commenced to remedy such failure and subsequently is diligently pursued by the Enterprise or the City to the completion of such performance, an Event of Default shall not be deemed to have occurred;

(5) Failure to reconstruct. The City discontinues or unreasonably delays or fails to carry out with reasonable dispatch the reconstruction or replacement of any revenue producing part of the System which is condemned, destroyed or damaged and is not promptly repaired or

replaced (whether such failure to repair the same is due to impracticality of such repair or replacement, or is due to a lack of moneys therefor, or for other reason);

(6) Appointment of receiver. An order or decree is entered by a court of competent jurisdiction, with the consent or acquiescence of the City, appointing a receiver or receivers for the System or for the Income and any other moneys subject to the lien to secure the payment of the Bonds, or if any order or decree, having been entered without the consent or acquiescence of the City, is not vacated or discharged or stayed on appeal within sixty (60) days after entry;

(7) Default of any provision. The Enterprise or the City makes any default in the due and punctual performance of any other of the representations, covenants, conditions, agreements and other provisions contained in the Bonds or in this Ordinance on its part to be performed, other than those delineated in Section 8.BB hereof, and if such default continues for sixty (60) days after written notice, specifying such default and requiring the same to be remedied, is given to the Enterprise or the City by the Owners of twenty five percent (25%) in aggregate principal amount of the Bonds then Outstanding; provided that if such default cannot be cured within such sixty (60) days and if during that period corrective action has commenced to remedy such default and subsequently is diligently pursued to the completion of such performance, an Event of Default shall not be deemed to have occurred;

(8) Payment default on parity bonds. The Enterprise fails to pay when due any Debt Service Requirements of any Parity Bonds; and

(9) Default under the insurance agreement. An event of default shall have occurred and be continuing under the provisions of the Insurance Agreement.

(B) **REMEDIES FOR DEFAULTS:** The Owner or Owners of not less than twenty five percent (25%) in aggregate principal amount of the Bonds then Outstanding, including, without limitation, a trustee or trustees therefor, may proceed against the Enterprise or the City and their agents, officers and employees to protect and to enforce the rights of any Owner of Bonds under this Ordinance by mandatory injunction or by other suit, action, or special proceedings in equity or at law, in any court of competent jurisdiction, either for the appointment of a receiver or an operating trustee or for the specific performance of any covenant or agreement contained herein or for any proper legal or equitable remedy as such Owner or Owners may deem most effectual to protect and to enforce the rights aforesaid, or thereby to enjoin any act or thing which may be unlawful or in violation of any right of any Owner of any Bond, or to require the Enterprise to act as if it were the trustee of an expressed trust, or any combination of such remedies, or as otherwise may be authorized by any statute or other provision of law. All such proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of the Bonds or any Parity Bonds then Outstanding. Any receiver or operating trustee appointed in any proceedings to protect the rights of such Owners hereunder may collect, receive and apply all Income arising after the appointment of such receiver or operating trustee in the same manner as the City itself might do. The consent to any such appointment is hereby expressly granted by the City. Notwithstanding the foregoing or any other applicable provision of law, no Event of Default shall result in acceleration of any obligation of the Enterprise represented by the Bonds.

(C) **RIGHTS AND PRIVILEGES CUMULATIVE:** The failure of any Owner of any Outstanding Bond to proceed in any manner herein provided shall not relieve the Enterprise or the City or any of its officers, agents or employees of any liability for failure to perform to carry out any duty, obligation or other commitment. Each right or privilege of any such Owner or trustee therefor is in addition and is cumulative to any other right or privilege, and the exercise of any right or privilege by or on behalf of any Owner shall not be deemed a waiver of any other right or privilege thereof. Each Owner of any Bond shall be entitled to all of the privileges, rights and remedies provided or permitted in this Ordinance and as otherwise provided or permitted by law or in equity or by statute, except as provided in Sections 12.A and 12.B hereof, and subject to the applicable provisions concerning the Income and the proceeds of the Bonds. Nothing herein affects or impairs the right of any Owner of any Bond to enforce the payment of the Debt Service Requirements due in connection with this Bond or the obligation of the Enterprise to pay the Debt Service Requirements of each Bond to the Owner thereof at the time and the place expressed in such Bond.

(D) **DUTIES UPON DEFAULT:** Upon the happening of any of the Events of Default as provided in Section 10.A hereof, the Enterprise or the City, in addition, will do and perform all proper acts on behalf of and for the Owners of the Outstanding Bonds to protect and to preserve the security created for the payment of their Bonds and to insure the payment of the Debt Service Requirements of the Bonds promptly as the same become due. If the Enterprise or the City fails or refuses to proceed as in this Section 10.D provided, the Owner or Owners of not less than twenty five percent (25%) in aggregate principal amount of the Bonds then Outstanding, after demand in writing, may proceed to protect and to enforce the rights of the Owners of the Bonds as hereinabove provided; and to that end any such Owners of Outstanding Bonds shall be subrogated to all rights of the Enterprise or the City under any agreement or contract involving the Pledged Revenues entered into prior to the effective date of this Ordinance or thereafter while any of the Bonds are Outstanding. Nothing herein requires the Enterprise or the City to proceed as provided herein if it determines in good faith and without any abuse of its discretion that if it so proceeds it is more likely than not to incur a net loss rather than a net gain or such action is likely to affect materially and prejudicially the Owners of the Outstanding Bonds and any Outstanding Parity Bonds.

(E) **EVIDENCE OF BOND OWNERS:** Any request, consent or other instrument which this Ordinance may require or may permit to be signed and to be executed by the Owner of any Bonds may be in one instrument or more than one instrument of similar tenor and shall be signed or may be executed by each Owner in person or by his attorney appointed in writing. Proof of the execution of any such instrument or of any instrument appointing any such attorney, or the ownership by any Person of the Bonds, shall be sufficient for any purpose of this Ordinance (except as otherwise herein expressly provided) if made in the following manner:

(1) **Proof of execution.** The fact and the date of the execution by any Owner of any Bonds or his, her or its attorney of such instrument may be proved by the certificate, which need not be acknowledged or verified, of any officer of a bank or trust company satisfactory to the Secretary of the Enterprise or of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he or she purports to act, that the individual signing such request or other instrument acknowledged to him the execution, duly sworn to before such notary public or other officer; the authority of the individual or individuals executing any such instrument on behalf of a corporate Owner of any Bonds may be established

without further proof if such instrument is signed by an individual purporting to be the president or vice president of such corporation with the corporate seal affixed and attested by an individual purporting to be its secretary or an assistant secretary; and the authority of any Person or Persons executing any such instrument in any fiduciary or representative capacity may be established without further proof if such instrument is signed by a Person or Persons purporting to act in such fiduciary or representative capacity; and

(2) Proof of ownership. The amount of Bonds owned by any Person executing any instrument as an Owner of Bonds, and the numbers, date and other identification thereof, together with the date of his, her or its ownership of the Bonds, shall be determined from the registration books of the Enterprise. The amount of other Bonds, if applicable, owned by any Person executing any instrument as an owner of such Bonds, and the numbers, date and other identification thereof, together with the date of his, her or its ownership, if in bearer form, may be proved by a certificate which need not be acknowledged or verified, in form satisfactory to the Secretary of the Enterprise, executed by a member of a financial firm or by an officer of a bank or trust company, insurance company or financial corporation or other depository satisfactory to the Secretary of the Enterprise, or by any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he or she purports to act, showing at the date therein mentioned that such Person exhibited to such member, officer, notary public or other officer so authorized to take acknowledgments of deeds or had on deposit with such depository the Bonds described in such certificate or, if in registered form shall be determined from the related registration books; but the Secretary of the Enterprise may nevertheless in his or her discretion require further or other proof in cases where he or she deems the same advisable.

(F) **WARRANTY UPON ISSUANCE OF BONDS:** Any of the Bonds as herein provided, when duly executed and registered for the purposes provided for in this Ordinance, shall constitute a warranty by and on behalf of the Enterprise for the benefit of each and every future Owner of any of the Bonds that the Bonds have been issued for a valuable consideration in full conformity with law.

(G) **RIGHTS OF BOND INSURER:** Anything in this Ordinance to the contrary notwithstanding, upon the occurrence and continuance of an Event of Default, the Bond Insurer shall be entitled to control and direct the enforcement of all rights and remedies granted to the Owners of the Bonds under this Ordinance.

(H) **IMMUNITIES OF PURCHASER:** The Purchaser and any associate thereof are under no obligation to any Owner of the Bonds for any action that they may not take or in respect of anything that they may or may not do by reason of any information contained in any reports or other documents received by them under the provisions of this Ordinance. The immunities and exemption from liability of the Purchaser and any associate thereof hereunder extend to their officers, directors, successors, assigns, employees and agents.

Section 11. Amendment of Ordinance.

(A) **AMENDMENT OF ORDINANCE NOT REQUIRING CONSENT OF BOND OWNERS:** The Enterprise may, without the consent of, or (except as otherwise provided herein) notice to, the

Owners of the Bonds, adopt such ordinances supplemental hereto (which amendments shall thereafter form a part hereof) for any one or more or all of the following purposes:

- (1) To cure or correct any formal defect, ambiguity or inconsistent provision contained in this Ordinance;
- (2) To appoint successors to the Paying Agent and Registrar as provided in Section 3.B(7) hereof;
- (3) To designate a trustee for the Owners of the Bonds, to transfer custody and control of the Income to such trustee, and to provide for the rights and obligations of such trustee;
- (4) To add to the covenants and agreements of the Enterprise or the City or the limitations and restrictions on the Enterprise or the City set forth herein;
- (5) To pledge additional revenues, properties or collateral to the payment of the Bonds;
- (6) To cause this Ordinance to comply with the Trust Indenture Act of 1939, as amended from time to time;
- (7) To preserve or protect the excludability from gross income for federal income tax purposes of the interest allocable to the Bonds; or
- (8) To effect any such other changes hereto which do not in the opinion of nationally recognized bond counsel materially adversely affect the interests of the Owners of the Bonds.

(B) **AMENDMENT OF ORDINANCE REQUIRING CONSENT OF BOND OWNERS:** Exclusive of the amendatory ordinances covered by Section 11.A hereof, this Ordinance may be amended or modified by ordinances or other instruments duly adopted by the Enterprise, without receipt by it of any additional consideration, but with the written consent of the Owners of a majority in aggregate principal amount of the Bonds Outstanding at the time of the adoption of such amendatory ordinance, provided that no such amendatory ordinance shall permit:

- (1) Changing payment. A change in the maturity or in the terms of redemption of the principal of any Outstanding Bond or any installment of interest thereon; or
- (2) Reducing return. A reduction in the principal amount of any Bond or the rate of interest thereon without the consent of the Owner of the Bond; or
- (3) Prior lien. The creation of a lien upon or a pledge of revenues ranking prior to the lien or to the pledge created by this Ordinance; or
- (4) Modifying amendment terms. A reduction of the principal amount or percentages of Bonds, or any modification otherwise affecting the description of Bonds, otherwise changing the consent of the Owners of Bonds, which may be required herein for any amendment hereto; or

(5) Priorities among bonds or parity bonds. The establishment of priorities as among Bonds issued and Outstanding under the provisions of this Ordinance or as among Bonds and other Parity Bonds; or

(6) Partial modification. Any modifications otherwise materially and prejudicially affecting the rights or privileges of the Owners of less than all of the Bonds then Outstanding.

Whenever the Enterprise proposes to supplement or amend this Ordinance under the provisions of this Section 11.B, it shall give notice of the proposed supplement or amendment by mailing such notice to the Purchaser or to any successor thereof known to the Secretary of the Enterprise, to all Owners of Bonds at the addresses appearing on the registration books of the Enterprise. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory ordinance or other instrument is on file in the office of the Secretary of the Enterprise for public inspection.

(C) **TIME FOR AND CONSENT TO AMENDMENT:** Whenever at any time within one (1) year from the date of the completion of the notice required to be given by Section 11.B hereof there shall be filed in the office of the Secretary of the Enterprise an instrument or instruments executed by the Owners of at least a majority in aggregate principal amount of the Bonds then Outstanding, which instrument or instruments shall refer to the proposed amendatory ordinance or other instrument described in such notice and shall specifically consent to and approve the adoption of such ordinance or other instrument, thereupon, but not otherwise, the Council may adopt such amendatory ordinance or instrument and such ordinance or instrument shall become effective. If the Owners of at least a majority in aggregate principal amount of the Bonds then Outstanding, at the time of the adoption of such amendatory ordinance or instrument, or the predecessors in title of such Owners, shall have consented to and approved the adoption thereof as herein provided, no Owner of any Bond whether or not such Owner shall have consented to or shall have revoked any consent as herein provided shall have any right or interest to object to the adoption of such amendatory ordinance or other instrument or to object to any of the terms or provisions therein contained or to the operation thereof or to enjoin or restrain the Enterprise from taking any action pursuant to the provisions thereof. Any consent given by the Owner of a Bond pursuant to the provisions thereof shall be irrevocable for a period of six (6) months from the date of the completion of the notice above provided for and shall be conclusive and binding upon all future Owners of the same Bond during such period. Such consent may be revoked at any time after six (6) months from the completion of such notice, by the Owner who gave such consent or by a successor in title, by filing notice of such revocation with the Secretary of the Enterprise, but such revocation shall not be effective if the Owners of at least a majority in aggregate principal amount of the Bonds Outstanding as herein provided, prior to the attempted revocation, shall have consented to and approved the amendatory instrument referred to in such revocation. Consent to any such amendatory ordinance or other instrument by the Bond Insurer pursuant to Section 11.H hereof shall be conclusive and binding upon all other Owners.

(D) **UNANIMOUS CONSENT:** Notwithstanding anything in the foregoing provisions contained, the terms and the provisions of this Ordinance, or of any ordinance or instrument amendatory thereof, and the rights and the obligations of the Enterprise and the City and of the Owners of the Bonds may be modified or amended in any respect (except as would adversely affect the rights of the Owners of any Parity Bonds) upon the adoption by the Enterprise and upon the

filing with the Secretary of the Enterprise of an instrument to that effect and with the consent of the Owners of all the then Outstanding Bonds, such consent to be given in the manner provided in Section 11.C hereof; and no notice to Owners of Bonds shall be required as provided in Section 11.B hereof, nor shall the time of consent be limited except as may be provided in such consent.

(E) **EXCLUSION OF BONDS:** At the time of any consent or of other action taken hereunder the Registrar shall furnish to the Secretary of the Enterprise a certificate, upon which the Secretary of the Enterprise may rely, describing all Bonds to be excluded for the purpose of consent or of other action or of any calculation of Outstanding Bonds provided for hereunder, and, with respect to such excluded Bonds, the Enterprise shall not be entitled or required with respect to such Bonds to give or obtain any consent or to take any other action provided for hereunder.

(F) **NOTATION ON BONDS:** Any of the Bonds delivered after the effective date of any action taken as provided in Section 11.B hereof, or Bonds Outstanding at the effective date of such action, may bear a notation thereon by endorsement or otherwise in form approved by the Council as to such action; and if any such Bonds so executed and delivered after such date does not bear such notation, then upon demand of the Owner of any Bond Outstanding at such effective date and upon presentation of his, her or its Bond for such purpose at the principal office of the Enterprise, suitable notation shall be made on such Bond by the Secretary of the Enterprise as to any such action. If the Council so determines, new Bonds so modified as in the opinion of the Council to conform to such action shall be prepared, executed and delivered; and upon demand of the Owner of any Bond then Outstanding, shall be exchanged without cost to such Owner for Bonds then Outstanding upon surrender of such Outstanding Bonds.

(G) **PROOF OF INSTRUMENTS AND BONDS:** The fact and date of execution of any instrument under the provisions of this Section 11, the amount and number of the Bonds owned by any Person executing such instrument, and the date of his registering the same may be proved as provided by Section 10.E hereof.

Section 12. Miscellaneous.

(A) **CHARACTER OF AGREEMENT:** None of the covenants, agreements, representations, or warranties contained herein or in the Bonds shall ever impose or shall be construed as imposing any liability, obligation, or charge against the City or against the credit of the City payable out of the general fund or any other fund of the City (except the special funds pledged therefor).

Pursuant to the Enterprise Ordinance the Enterprise is authorized to make covenants on behalf of the City and to bind the City to perform any obligation relating to the System other than any multiple-fiscal year direct or indirect debt or other financial obligation of the City without adequate present cash reserves pledged irrevocably and held for payments in future years. Notwithstanding anything in this Ordinance to the contrary, no such covenant of the Enterprise on behalf of the City that would constitute such a direct or indirect debt or other financial obligation of the City may be enforced against the City.

(B) **NO PLEDGE OF PROPERTY:** The payment of the Bonds is not secured by an encumbrance, mortgage or other pledge of property of the City or the Enterprise except for the Pledged Revenues. No property of the City or the Enterprise, subject to such exception with

respect to the Pledged Revenues, pledged for the payment of the Bonds, shall be liable to be forfeited or taken in payment of the Bonds.

(C) **STATUTE OF LIMITATIONS:** No action or suit based upon any Bond or other obligation of the Enterprise or the City shall be commenced after it is barred by any statute of limitations pertaining thereto. Any trust or fiduciary relationship between the Enterprise and the Owner of any Bond or the obligee regarding any such obligation shall be conclusively presumed to have been repudiated on the maturity date or other due date thereof unless the Bond is presented for payment or demand for payment of such other obligation is otherwise made before the expiration of the applicable limitation period. Any moneys from whatever source derived remaining in any fund or account reserved, pledged or otherwise held for the payment of any such obligation, action or suit, the collection of which has been barred, shall revert to the Water and Wastewater Utility Fund, unless the Council shall otherwise provide by ordinance. Nothing herein prevents the payment of any such Bond or other obligation after an action or suit for its collection has been barred if the Council deems it in the best interests of the Enterprise or the public so to do and orders such payment to be made.

(D) **DELEGATED DUTIES:** The officers of the Enterprise are hereby authorized and directed to enter into such agreements and take all action necessary or appropriate to effectuate the provisions of this Ordinance and to comply with the requirements of law, including, without limitation:

(1) Execution, registration and delivery of bonds. The execution and registration of the Bonds and the delivery of the Bonds to the Purchaser pursuant to the provisions of this Ordinance and the Bond Purchase Agreement;

(2) Information. The assembly and dissemination of financial and other information concerning the Enterprise, the City and the Bonds including, without limitation, the information required by the Continuing Disclosure Certificate;

(3) Official statement. The preparation of the Official Statement for the use of buyers of the Bonds, including, without limitation, the Purchaser; and

(4) Documents and closing certificates. The execution of the Commitment, the Paying Agent Agreement, the Bond Purchase Agreement, the Continuing Disclosure Certificate and such certificates as may be reasonably required by the Purchaser, relating, inter alia, to:

(a) The signing of the Bonds;

(b) The tenure and identity of the officials of the Enterprise;

(c) If in accordance with fact, the absence of litigation, pending or threatened, affecting the validity of the Bonds;

(d) The tax treatment of interest on the Bonds under federal and State income tax laws;

(e) The delivery of the Bonds and the receipt of the Bond purchase price;

(f) The accuracy and completeness of information provided in the Official Statement.

The form, terms and provisions of the Paying Agent Agreement, the Continuing Disclosure Certificate, and the Bond Purchase Agreement, are hereby approved, and the Enterprise shall enter into and perform its obligations thereunder in substantially the forms of such documents presented to the Council at this meeting, with such changes as may be approved by the Treasurer or the Manager of the Enterprise, subject to the parameters and restrictions contained in this Ordinance; and the officers of the Enterprise and the City are hereby authorized and directed to execute and deliver such documents as required hereby.

Additionally, the form of First Amendment to Loan Agreement for each of the separate loans from the Colorado Water Resources and Power Development Authority relating to the Subordinate Securities is hereby approved with any such changes as are hereafter approved by the Treasurer or the Manager of the Enterprise. The President is hereby authorized to execute such First Amendment with any changes as hereafter authorized.

(E) **SUCCESSORS:** Whenever herein the Enterprise or the City is named or is referred to, such provision shall be deemed to include any successors of the Enterprise or the City, whether so expressed or not. All of the covenants, stipulations, obligations and agreements by or on behalf of and other provisions for the benefit of the Enterprise or the City contained herein shall bind and inure to the benefit of any officer, board, district, commission, authority, agency, instrumentality or other Person or Persons to whom or to which there shall be transferred by or in accordance with law any right, power or duty of the Enterprise or the City or of its respective successors, if any, the possession of which is necessary or appropriate in order to comply with any such covenants, stipulations, obligations, agreements or other provisions hereof.

(F) **RIGHTS AND IMMUNITIES:** Except as herein otherwise expressly provided, nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon or to give or grant to any Person, other than the Enterprise and the City, the Paying Agent and Registrar, and the Owners of the Bonds, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof. All the covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the Enterprise or the City shall be for the sole and exclusive benefit of the Enterprise or the City, the Bond Insurer, the Paying Agent and Registrar, and any Owners of the Bonds.

No civil recourse shall be available for the payment of the Debt Service Requirements of the Bonds or for any claim based thereon or otherwise upon this Ordinance authorizing their issuance or any other ordinance or instrument pertaining thereto, against any individual member of the Council, or any officer or other agent of the Enterprise past, present or future, either directly or indirectly through the Council, the Enterprise, or otherwise, whether by virtue of any constitution, statute or rule of law or by the enforcement of any penalty or otherwise, all such recourse, if any, being by the acceptance of the Bonds and as a part of the consideration of their issuance specially waived and released, as provided by Section 11-57-209 of the Supplemental Act.

(G) **BOND INSURER AS THIRD-PARTY BENEFICIARY:** To the extent that this Ordinance confers upon or gives or grants to the Bond Insurer any right, remedy or claim under or by reason of this Ordinance, the Bond Insurer is hereby explicitly recognized as being a third-party beneficiary hereunder and may enforce any such right remedy or claim conferred, given or granted hereunder.

(H) **FACSIMILE SIGNATURES:** Pursuant to the Uniform Facsimile Signature of Public Officials Act, part 1 of article 55 of title 11, C.R.S., the President, the Secretary and the Treasurer shall forthwith, and in any event prior to the time the Bonds are delivered to the Purchaser, file with the Colorado Secretary of State their manual signatures certified by them under oath.

(I) **ORDINANCE IRREPEALABLE:** This Ordinance is, and shall constitute, a legislative measure of the Enterprise and after any of the Bonds are issued, this Ordinance shall constitute an irrevocable contract between the Enterprise and the Owner or Owners of the Bonds; and this Ordinance, subject to the provisions of Sections 9 and 11 hereof, shall be and shall remain irrevocable until the Bonds, as to all Debt Service Requirements, shall be fully paid, cancelled or discharged.

(J) **NO RECOURSE AGAINST OFFICERS AND AGENTS:** Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the Board, or any officer or agent of the Enterprise acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the principal, interest or prior redemption premiums on the Bonds. Such recourse shall not be available either directly or indirectly through the Board or the Enterprise, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of the Bonds and as a part of the consideration of their sale or purchase, any person purchasing or selling such Bond specifically waives any such recourse.

(K) **CONCLUSIVE RECITAL:** Pursuant to Section 11-57-210 of the Supplemental Act, the Bonds shall contain a recital that they are issued pursuant to the Supplemental Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after their delivery for value.

(L) **LIMITATION ON ACTIONS:** Pursuant to Section 11-57-212 of the Supplemental Act, no legal or equitable action brought with respect to any legislative acts or proceedings of the Enterprise in connection with the authorization or issuance of the Bonds, including but not limited to the adoption of this Ordinance, shall be commenced more than thirty days after the authorization of the Bonds.

(M) **HOLIDAYS:** If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this resolution, shall be a legal holiday or a day on which banking institutions in the city in which is located the principal office of the Registrar and Paying Agent are authorized or required by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are authorized or required by law to remain closed, with the same force and effect as if done on the nominal date provided in this resolution, and no interest shall accrue for the period after such nominal date.

(N) RATIFICATION: All action not inconsistent with the provisions of this Ordinance heretofore taken by the Enterprise or its officers, and otherwise by the Enterprise directed toward the issuance of the Bonds is hereby ratified, approved and confirmed.

(O) REPEALER: All ordinances, resolutions, bylaws, orders, and other instruments, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance, resolution, bylaw, order, or other instrument, or part thereof, heretofore repealed.

(P) SEVERABILITY: If any Section, subsection, paragraph, clause or other provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability thereof shall not affect any of the remaining sections, subsections, paragraphs, clauses or provisions of this Ordinance.

(Q) EMERGENCY. Due to the immediate need by the City for proceeds of the Bonds in order to carry out the Project, an emergency exists which requires the immediate passage of this Ordinance as an emergency measure, and this Ordinance is immediately necessary for the preservation of the public peace, health or safety. This Ordinance shall therefore be exempt from referendum.

PASSED AND ADOPTED AS AN EMERGENCY MEASURE THIS 25th day of April, 2016.

CITY OF WESTMINSTER, COLORADO,
WATER AND WASTEWATER UTILITY
ENTERPRISE

By: _____
President

ATTEST:

APPROVED AS TO LEGAL FORM:

Secretary

City Attorney

EXHIBIT A

[Form of Bond]

Unless this bond is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the Enterprise or its agent for registration of transfer, exchange, or payment, and any bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA

STATE OF COLORADO

COUNTIES OF ADAMS AND JEFFERSON

CITY OF WESTMINSTER

**WATER AND WASTEWATER UTILITY ENTERPRISE
WATER AND WASTEWATER REVENUE BOND
SERIES 2016**

No. R-_____ \$_____

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Date</u>	<u>CUSIP</u>
___%	December 1, 20__	[DATE OF DELIVERY]	960686 __ _

REGISTERED OWNER: Cede & Co.

PRINCIPAL SUM: _____ DOLLARS

The City of Westminster, Colorado, Water and Wastewater Utility Enterprise (the “Enterprise”), for value received, hereby promises to pay in lawful money of the United States of America, to the Registered Owner (specified above), or registered assigns, solely from the special funds provided therefor, as hereinafter set forth, the Principal Sum (specified above), on the maturity date (specified above), with interest thereon at the per annum Interest Rate (specified above), payable semiannually on June 1 and December 1 of each year, commencing on _____ 1, 2016 from the Original Date (specified above) or the interest payment date to which interest has been paid next preceding the date hereof, whichever is later, to the maturity date. If upon presentation at maturity, payment of the Principal Sum is not made as provided herein, interest continues at the Interest Rate until the Principal Sum is paid in full.

This Bond is a special and limited obligation of the Enterprise payable solely out of and secured by an irrevocable pledge of and lien (but not necessarily an exclusive lien) upon certain net revenues (the “Pledged Revenues”) derived from the water and wastewater facilities of

the City of Westminster, Colorado (the “City”), as defined and as more specifically provided in the ordinance duly adopted by the governing body of the Enterprise authorizing the issuance of this Bond (the “Ordinance”), which is on a parity with the 2010 Bonds (as defined in the Ordinance) and at all times senior and superior to the lien thereon of the Subordinate Securities pursuant to the terms of the Ordinance. This Bond does not constitute a debt or an indebtedness of the Enterprise or the City within the meaning of any applicable constitutional, charter or statutory provision or limitation. This Bond is not payable in whole or in part from the proceeds of general property taxes or any other funds of the City or the Enterprise except the Pledged Revenues, and the full faith and credit of the City is not pledged for the payment of principal of and interest on this Bond.

This Bond is one of a series of bonds issued pursuant to the Ordinance designated as the “City of Westminster, Colorado, Water and Wastewater Utility Enterprise, Water and Wastewater Revenue Bonds, Series 2016 (the “Bonds”) in the aggregate principal amount of \$_____. The Bonds have been duly authorized for the purpose of providing moneys to defray a portion of the cost of extending, bettering or otherwise improving and equipping the System, (the “System”).

This Bond is authorized and issued under the authority of and in full conformity with the Constitution of the State of Colorado, Title 11, Article 57, Part 2, C.R.S., Title 37, Article 45.1, C.R.S., the City Charter, the Enterprise Ordinance, the Ordinance, and all other laws of the State of Colorado thereunto enabling. Pursuant to Section 11-57-210, C.R.S., this recital shall be conclusive evidence of the validity and the regularity of the issuance of this Bond after its delivery for value. To the extent not defined herein, terms used in this Bond shall have the same meanings as set forth in the Ordinance.

[INSERT REDEMPTION PROVISIONS]

The principal of and interest on this Bond are payable to the Registered Owner by U.S. Bank National Association, Denver, Colorado, or its successors, as Paying Agent. The principal and final installment of interest are payable to the Registered Owner upon presentation and surrender of this Bond at maturity. As provided in the Ordinance, the interest is payable to the Registered Owner determined as of the close of business on the regular record date, which is the fifteenth day of the calendar month next preceding the interest payment date, irrespective of any transfer of ownership of this Bond subsequent to the regular record date and prior to such interest payment date. Any interest hereon not paid when due and any interest hereon accruing after maturity is payable to the Registered Owner determined as of the close of business on the special record date, which is to be fixed by the Paying Agent for such purpose, irrespective of any transfer of ownership of this Bond subsequent to the special record date and prior to the date fixed by the Paying Agent for the payment of such interest. Notice of the special record date and of the date fixed for the payment of such interest is to be given to the registered owner of each Bond upon which interest will be paid determined as of the close of business on the day preceding such mailing at the address appearing on the registration books of the Enterprise. If the date for making or giving any payment, determination or notice described herein or in the Ordinance is not a Business Day, such payment, determination or notice is to be made or given on the next succeeding Business Day.

This Bond is transferable only upon the registration books of the Enterprise by U.S. Bank National Association, Denver, Colorado, or its successors, as Paying Agent, at the request of the Registered Owner or his, her or its duly authorized attorney in fact or legal representative, upon surrender hereof together with a duly executed written instrument of transfer containing instructions as to the details of the transfer, along with the social security number or federal employer identification number of the transferee and, if the transferee is a trust, the names and social security numbers of the settlors and beneficiaries of the trust. The Registered Owner may also exchange this Bond for another Bond or Bonds of authorized denominations. The Paying Agent may charge a fee for transfers and exchanges, and in addition, the Paying Agent may require payment of a sum sufficient to defray any tax or other governmental charge that may hereafter be imposed in connection with any transfer or exchange of Bonds. No transfer of this Bond is to be effective until entered on the registration books of the Enterprise. In the case of every transfer or exchange, the Registrar is to authenticate and the Paying Agent is to deliver to the new registered owner a new Bond or Bonds of the same aggregate principal amount, maturing in the same year, and bearing interest at the same per annum rate as the Bond or Bonds surrendered. Such Bond or Bonds are to be dated as of their date of authentication. The Enterprise may deem and treat the person or entity in whose name this Bond is last registered upon the books of the Enterprise as the absolute owner hereof for the purpose of receiving payment of the principal of and interest on this Bond and for all other purposes, and all such payments so made to such person or entity or upon his, her or its order will be valid and effective to satisfy and discharge the liability of the Enterprise upon this Bond to the extent of the sum or sums so paid, and the Enterprise will not be affected by any notice to the contrary.

The Bonds are equitably and ratably secured by a lien on the Pledged Revenues, and such Bonds constitute an irrevocable lien (but not necessarily an exclusive lien) upon the Pledged Revenues which is on a parity with the 2010 Bonds and which is at all times senior and superior to the lien thereon of the Subordinate Securities pursuant to the terms of the Ordinance. Subordinate Securities, subject to expressed conditions, may be issued or, Parity Bonds, subject to additional expressed conditions, may be issued, all in accordance with the provisions of the Ordinance. The pledge of revenues and other obligations of the Enterprise under the Ordinance may be discharged at or prior to the maturity of the Bonds upon the making of provision for the payment of the Bonds on the terms and conditions set forth in the Ordinance.

Reference is hereby made to the Ordinance and to any and all modifications and amendments thereof for a complete description of the provisions, terms and conditions upon which the Bonds of this issue are issued and secured, including, without limitation, the nature and extent of the security for the Bonds, provisions with respect to the custody and application of the proceeds of the Bonds, the collection and disposition of the revenues and moneys charged with and pledged to the payment of the principal of and interest on the Bonds, a description of the special funds referred to above and the nature and extent of the security and pledge afforded thereby for the payment of the principal of and interest on the Bonds, and the manner of enforcement of said pledge, the payment of the Bonds, the provisions for modifying or amending the Ordinance, as well as the rights, duties, immunities and obligations of the Enterprise and the City, the rights and remedies of the registered owners of the Bonds, as well as the duties and obligations of the Securities Depository and the removal or resignation and subsequent replacement thereof.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon shall have been signed by the Registrar.

IN WITNESS WHEREOF, the Enterprise has caused this Bond to be executed in its name and on its behalf with the facsimile or manual signature of the President of the Enterprise, to be attested with the facsimile or manual signature of the Secretary of the Enterprise.

CITY OF WESTMINSTER, COLORADO,
WATER AND WASTEWATER UTILITY
ENTERPRISE

By: (Facsimile or Manual Signature)
President

ATTEST:

(Facsimile or Manual Signature)
Secretary

(Form of Registrar's Certificate of Authentication)

This is one of the Bonds described in the within-mentioned Resolution, and this Bond has been duly registered on the registration books kept by the undersigned as Registrar for such Bonds.

Date of Authentication and Registration: _____.

U.S. BANK NATIONAL ASSOCIATION,
Denver, Colorado, as Registrar

By: _____
Title: _____

(End of Form of Registrar's Certificate of Authentication)

(Form of Assignment)

For value received, _____ hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____ attorney, to transfer the same on the books of the Registrar, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(Signature must be guaranteed by
a member of the Medallion Signature Program)

Address of transferee:

Social Security Number or other Tax
Identification Number of Transferee:

NOTE: The signature to this Assignment must correspond with the name as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

EXCHANGE OR TRANSFER FEES MAY BE CHARGED

(End of Form of Assignment)

[End of Form of Bond]

STATE OF COLORADO)
)
 COUNTIES OF ADAMS) SS.
 AND JEFFERSON)
 CITY OF WESTMINSTER)

I, Michelle Parker, the duly elected, qualified and acting City Clerk of the City of Westminster, Colorado (the “City”) and Secretary of the City of Westminster, Colorado, Water and Wastewater Utility Enterprise (the “Enterprise”) do hereby certify that:

1. The foregoing pages are a true, correct, and complete copy of an ordinance (the “Ordinance”) passed and adopted by the City Council (the “Council”) of the City, acting as the governing body of the Enterprise, at a meeting of the Enterprise held concurrently with a regular meeting of the Council at the City Hall on April 25, 2016.

2. The passage of the Ordinance as an emergency on April 25, 2016, was duly moved and seconded, and the Ordinance was adopted at the meeting of April 25, 2016, by an affirmative vote of a majority of the members of the Council as follows:

Name	“Yes”	“No”	Absent	Abstain
Herb Atchison				
Alberto Garcia				
Bruce Baker				
Shannon Bird				
Maria De Cambra				
Emma Pinter				
Anita Seitz				

3. The members of the Council were present at such meeting and voted on the passage of the Ordinance as set forth above.

4. The Ordinance has been signed by the Mayor, as President of the Enterprise, attested by me, the City Clerk, as Secretary of the Enterprise, and duly recorded in the books of the Enterprise and the City; and the same remains of record in the book of records of the Enterprise and the City.

5. There are no bylaws, rules or regulations of the Council which might prohibit the adoption of the Ordinance as an emergency.

6. Notice of the meeting of April 25, 2016, in the forms attached hereto as Schedule A, was duly given to the Council members and was posted in a designated public place within the boundaries of the City no less than twenty-four hours prior to the meeting as required by law.

7. The Ordinance was published in full after adoption in the Westminster Window, a newspaper of general circulation within the City on _____, 2016. The affidavits of publication are attached hereto as Schedule B.

8. The Ordinance has not been repealed, rescinded, amended or otherwise modified and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of April, 2016.

City Clerk and
Secretary of the Enterprise

SCHEDULE A

(Attach Notice of Meeting)

SCHEDULE B

(Attach Affidavits of Publication)

30652873v1



Agenda Memorandum

City Council Meeting
April 25, 2016



SUBJECT: Councillor’s Bill No. 16 re Early Appropriation of FY2015 Carryover into FY2016

Prepared By: Barbara Opie, Deputy City Manager
Steve Smithers, Deputy City Manager

Recommended City Council Action

Pass Councillor's Bill No. 16 on first reading, appropriating part of the FY2015 carryover funds into the FY2016 budgets of the General, General Capital Improvement, and Sales & Use Tax Funds.

Summary Statement

- The City Council annually reviews and appropriates carryover funds from the previous year’s budget into the current year budget for the following:
 - those items and services included in the previous year’s budget but not received or provided until the current year’s budget;
 - new items and services not included in the previous year’s budget or funds that were identified as available for these new priorities in late 2014, but the items or services were not received or provided until the current year’s budget; and
 - existing or new capital projects and key operating priorities for which funds are needed and carryover funds are available.
- Staff is requesting that City Council authorize an early carryover items and appropriate FY2015 carryover funds into the FY2016 budgets of the General and General Capital Improvement (GCIF) Funds as proposed in the Background Information section.
- Total funding of \$6,460,298 is recommended to be appropriated early for the items in this Agenda Memorandum from higher than originally projected revenues in the Sales and Use Tax Fund collected in 2015. Funds totaling \$175,298 for the new 2.75 full-time equivalent (FTE) and 4.0 FTE reclassifications City Council approved on March 14 in Community Development and the City Manager’s Office are recommended at this time. In addition, \$300,000 is proposed to be transferred from the Sales and Use Tax Fund to the WEDA Fund for the WURP City Participation Project associated with the efforts surrounding the Downtown Westminster redevelopment project. Finally, six Capital Improvement Program (CIP) projects in the amount \$5,985,000 are recommended to be funded through early appropriation of FY2015 carryover.
- The carryover appropriation traditionally takes place annually once the audit is completed for the prior year and carryover amounts are finalized. As Finance is finalizing the full carryover from FY2015 as the audit concludes, Staff will return in July for the appropriation of remaining carryover from various funds for operating items not completed in 2015, any capital projects with critical timing issues and the balance made available to be incorporated into the 2017/2018 Budget.

Expenditure Required: \$6,460,298
Source of Funds: FY2015 Carryover from the Sales and Use Tax Fund

Policy Issue

Should the City Council authorize the early appropriation of FY2015 carryover funds as proposed?

Alternatives

- City Council could decide not to appropriate any of these funds at this time. This is not recommended as these carryover requests are time sensitive and priority expenditures for the City on key projects.
- City Council could choose to delay review and approval of carryover in July after the Comprehensive Annual Financial Report (CAFR) is presented and approved. While Staff does not normally bring early appropriation of carryover prior to the presentation of the CAFR, Staff has conducted detailed analysis and is confident that there are sufficient funds available from higher than originally projected Sales and Use Tax Fund revenues collected in 2015 to address these items. Staff is bringing these items forward and recommends City Council approve this early appropriation of carryover due to the time sensitive, high priority nature of these projects.

Background Information

The annual financial audit will be completed and presented to City Council in June. As the annual audit is being completed, Staff works on estimates for carryover and works with departments on carryover needs. Traditionally, the City Council reviews and appropriates carryover funds from the previous year's budget into the current year budget in July. Under previous practices, all carryover, including the Capital Improvement Program (CIP) funding, was typically appropriated at one time in July or August annually. However, since carryover is such a substantial and critical funding component of the City's CIP, particularly in the General Capital Improvement Fund (GCIF), Staff recommended and City Council concurred in July 2013 continuing to appropriate carryover for operating budgets annually in July or August but only appropriating funds for critical capital projects at that same time; the remaining funds would be incorporated into the biennial budget development or mid-year budget review process.

"Critical" is defined as having an immediate need for the execution of a contract or key purchase of equipment necessary to keep a project moving forward. Non-critically timed capital project funding from carryover will be incorporated into the next year's CIP plan and reviewed more comprehensively through the normal budget process.

PROPOSED APPROPRIATION OF NEW OPERATING ITEMS

Staff recommends utilizing some of the Sales and Use Tax Fund's carryover moneys available to help address new staffing needs approved by City Council in March and for the Downtown Westminster redevelopment project as identified below.

GENERAL FUND

City Manager's Office – A total of \$60,147 associated with the new 1.0 full time equivalent (FTE) and 4.0 FTE reclassifications authorized by City Council at the March 14 meeting. While the position and reclassifications were approved in March, the funds for their associated salaries, furniture and computer was planned to be covered through carryover. Included in this proposed funding is \$8,500 for new furniture and \$1,200 for a computer for the new staff member (Executive Assistant for the Deputy City Manager). The salary costs associated with the new staff member and the reclassifications of existing staff are prorated based on eight months remaining in 2016.

Central Charges – A total of \$27,561 is proposed as benefit costs associated with the new 2.75 FTE (1.0 FTE in the City Manager's Office and 1.75 FTE in Community Development), authorized by City Council in March. Again, these estimated benefit costs are prorated based on eight months of these positions being filled.

Community Development Department – A total of \$87,590 associated with the new 1.75 FTE (1.0 FTE Senior Transportation and Mobility Planner and 0.75 FTE Senior Engineer) authorized by City Council at the March 14 meeting. While the position and reclassifications were approved in March, the funds for their associated salaries and career development was planned to be covered through carryover. Included in this proposed funding is \$3,500 for career development; Community Development has cubicle space and a computer available for the new staff. Part of the Senior Engineer salary is covered through funds appropriated as part of the Amended 2016 Budget in temporary salaries. The salary costs associated with the new staff are prorated based on eight months remaining in 2016.

SALES & USE TAX FUND

Central Charges – A total of \$300,000 is proposed as a transfer payment to the WEDA Fund for the WURP City Participation account to ensure continued operation of the existing site facilities and implementation of the City's vision for Downtown Westminster. Funds for operation and maintenance address payment for services such as waste removal, electricity, parking lot maintenance, and landscape maintenance. Funds directed toward implementation of development include legal services, professional services, and costs related to outreach and on-site signage. The need for legal fees includes the preparation, negotiation, and processing of agreements for land sales and development. Professional services include a targeted multimodal traffic analysis to address community and neighboring jurisdiction's immediate concerns regarding traffic and pedestrian and bicycle safety; identification, evaluation, and fiscal impact analysis of cultural and civic use opportunities for the Downtown site; and ongoing marketing efforts for Downtown development. Additional costs towards implementation include community outreach efforts (such as the upcoming May 19 open house) and on-site wayfinding and signage required as part of the JC Penney lease agreement. Some funds will be available through rents generated at the site but the \$300,000 proposed here is in addition to those revenues (estimated at \$316,000), which will be presented to the WEDA Board in May. The funds requested are critical to continue the operations of the existing site and to strategically continue progress on development activity for Downtown Westminster.

PROPOSED APPROPRIATION FOR EXISTING OR NEW CAPITAL PROJECTS

Based on recent developments associated with new assistance agreements, safety concerns, development opportunities, project cost increases and City Council direction, Staff is recommending the early appropriation of carryover for six Capital Improvement Program (CIP) projects. Staff will complete a final review of potential capital improvement projects for the balance of carryover funds. However, as noted, Staff is recommending that carryover funds be appropriated for the critical CIP projects listed below at this time; these are projects with an immediate need to execute a contract, change order, or complete an equipment purchase to keep a project moving forward prior to yearend. Higher than anticipated revenues in the Sales & Use Tax Fund is proposed to be utilized for these projects.

GENERAL CAPITAL IMPROVEMENT FUND

A total of \$5,985,000 for capital projects is proposed to be appropriated into the General Capital Improvement Fund (GCIF) as follows:

1. \$1,200,000 for the extension of Grove Street and Craft Way (new CIP project). In January of 2016, the City Council approved a project for Adams County Housing Authority (ACHA) to construct 71 affordable rental units above 16,000 square feet of office space located at 71st Avenue and Federal Boulevard. Recognizing that time was of the essence for ACHA, both the City and ACHA agreed via an intergovernmental agreement (IGA) approved in January 2016 that the City would ensure that Craft Way was constructed by opening day for ACHA's project, which is currently projected to be the early fall of 2017. ACHA also included the necessary right-of-way dedication in their development proposal that was ultimately approved by the City. The City is to coordinate this effort with the City Inn Motel ownership and facilitate getting the design of this section of road completed and then ensuring that the construction of Craft Way is also completed on time. As currently proposed, the City is going to have Craft Way designed as though the street were continuing all the way out to Federal Boulevard. However, construction of Craft Way will terminate at the eastern property line for ACHA as there is a privately owned property immediately to the east. The City has been working

with the owner of the City Inn Motel who is supportive of this project. The City Inn Motel will be improved with a parking lot reconfiguration, a new entrance off of the newly constructed Craft Way (which will reduce "cut through" traffic on the City Inn property), reconfigured storm water drainage that will be connected to a newly installed line in Grove Street draining into a regional detention facility and a new sidewalk and streetscape effectively "dressing up" front of the City Inn Motel. The storm sewer system needs to extend south of 71st Avenue in the Grove Street alignment and then tie into the storm sewer system installed as part of the Westminster Station transit-oriented development project. In conjunction with the installation of this storm sewer, it is also desirable to extend Grove Street south of 71st Avenue so it provides better circulation around the parking structure currently under construction by the City. There is currently a business located in this proposed alignment of Grove Street south of 71st Avenue so the project cost would need to include the purchase of a portion of this property. The total project cost for constructing Craft Way, Grove Street and all the attendant utilities is estimated to cost \$1,200,000.

2. \$390,000 for the completion of the 72nd Avenue and Raleigh project (existing CIP project). This project includes the replacement of the bridge over Little Dry Creek, removal and replacement of water, storm and sewer utilities within a large area around the project and the reconstruction of 72nd Avenue between Stuart Street and Bradburn Boulevard. City Council authorized the award of this project to Hamilton Construction in July 2014. At that time, the plan was to close 72nd Avenue to construct this project; however, there were strong objections to this planned closure by the business community in the area. Because of these objections, City Council asked Staff to figure out a way to construct the project under live traffic, which Staff did. This revised approach to the project increased the contract amount by approximately \$447,000 due to the increased traffic control required. Over the past year and a half, numerous change orders due to unforeseen conditions on this very difficult project have been incurred. These change orders all fell within the contingency that City Council authorized on December 22, 2014, along with the contract change order authorizing the re-phasing of the project to keep 72nd Avenue open during construction. The project is anticipated to be completed by early May and as part of this project closeout process, it came to Staff's attention that the project budget will be short by \$411,000. This amount includes a \$50,000 contingency to cover any final quantity overruns until project completion. This additional cost is due to 64 line items in the bid being overrun. This number of overrun items is typical for a project of this complexity; however, the major cost items that were not expected until recently include additional traffic control. The impact of traffic control costs for the re-phasing was underestimated when originally estimated in December 2014. Other significant cost items are structural backfill of the bridge, pile driving for the bridge and over run of asphalt quantities. Staff is conducting a thorough walk through of these additional cost impacts to ensure they are appropriate and reasonable but anticipate the total project cost to exceed currently appropriated funds. Staff has some funds within the current project to cover the total \$411,000 shortage, but unfortunately needs an additional \$390,000 in order to close out this project.
3. \$805,000 for the 120th Avenue and Federal Boulevard Project (existing CIP project). This project includes the reconstruction of the 120th Avenue and Federal Boulevard intersection to provide double left turn lanes in all directions, acceleration/ deceleration lanes and three through lanes for east-bound traffic. The project also includes the completion of the Big Dry Creek and Ranch Creek trail system in the vicinity of this intersection. This project is currently under construction by Jalisco International. The budget for this project is short by approximately \$804,148. At the December 28, 2015, City Council meeting, Staff requested authorization to move \$400,000 from the McKay Lake Drainage Project and \$600,000 from the 72nd Avenue and Raleigh Street (Little Dry Creek Bridge Replacement) Project. At that time Staff believed that there would be sufficient finds in these two accounts to transfer to the 120th Avenue and Federal Boulevard Project to cover the shortage in that account. The expected additional funds from the 72nd Avenue and Raleigh Project were used to cover change order expenses for that project as mentioned previously. The expected additional funds in the McKay Drainage Project were also used to cover change orders for that project related to the difficulty in completing the regional detention pond due to high ground water that required extensive pumping and soil stabilization to complete the concrete work in the bottom of the pond. Staff believes the \$805,000 requested is sufficient to complete this project.

4. \$2,500,000 for the Downtown Westminster Garage project (existing CIP project). As the first phase of development in the Downtown Westminster project is solidifying, the need for additional parking in the C-2 parking structure has become evident. The original goal for the parking structure was around 700 shared parking stalls; however, in final negotiations with JC Penney, they require 660 non-exclusive stalls for their customers and employees. Additionally, the retail/residential wrap on the north and east side of the parking structure will use an additional 100 stalls, putting the total immediate demand at 760 stalls. As such, Staff performed a parking demand analysis and felt there would be a significant opportunity cost if the parking structure was not built to optimal capacity. The addition of the sixth level of the parking structure will increase the total stall count to around 885. The total cost for this parking structure is estimated at \$15 million dollars, which equates to \$16,950 per stall. Staff is finalizing the Guaranteed Maximum Price (GMP) contract for this parking structure and will bring the contract to City Council for consideration on May 9. This date is critical to making the parking structure operational for JC Penney customers when the adjacent surface parking lot is taken out of service for the proposed development on Block B1/C1. This early appropriation of carryover is necessary to allow the City to enter into the GMP contract to start construction.
5. \$190,000 for the 119th Avenue and Sheridan Boulevard median access modification project (new CIP project). Un-signalized left turn lanes are available for north and southbound motorists turning into the commercial area located at approximately 119th Avenue and Sheridan Boulevard. These left turn lanes provide access to the Sheridan Crossing Center Shopping Center in the vicinity of Starbucks, Einstein Bagels and Walgreens on the east side of Sheridan Boulevard and the Kohl's store on the west side of Sheridan Boulevard. Over the past three years, an unusually high frequency of broadside accidents have occurred at the rate of about one accident per month. Most of the accidents involve southbound left turning motorists who are "waved" through by northbound motorists waiting in the queue caused by the traffic signal at 120th Avenue and Sheridan Boulevard and are hit broadside by the northbound motorists using the easternmost lane. The proposed project would reconfigure the center raised median on Sheridan Boulevard between 118th Avenue and 120th Avenue to eliminate the left turns off of southbound Sheridan Boulevard. Right-in/right-out access drives would still be available at the subject driveways off of Sheridan Boulevard. Economic Development Staff will assist in the development of a notification plan to advise the adjacent businesses of the City's plan to modify the raised median on Sheridan Boulevard. Delaying this project could result in more accidents based on the prior three year history. The estimated cost for these improvements is \$190,000. This cost estimate includes current asphalt pricing, which is currently costing more due to high demand.
6. \$900,000 for the City Council Chambers and Boardroom renovation project (existing CIP project). At the April 4 Study Session, Staff presented to City Council two options for the completion of this renovation project. City Council provided Staff direction to move forward with Option 1A, which provides the following major renovation features: fully addresses ADA issues; makes the space building code compliant with many enhanced security features (ballistic wall behind the dais with a safe hall to the stairs and a new safe room); reorients the dais and seating; provides a level floor from the atrium doors to the dais; adds seating to the sides of the dais for Staff; provides new audience seating, carpet and wall coverings; provides a new audio visual system with four large screen monitors facing the audience; and adds a new large conference room with capacity for 16 individuals at the conference table plus up to 22 seated guests with a line of sight to everyone at the sides of the conference table and includes audio visual equipment and power/data connections at the table. The total cost for Option 1A is estimated at \$1,361,749, excluding contract administration, contingency and preconstruction services. A budget is currently appropriated for this project but only partially fund this renovation project. An additional \$900,000 is needed in order to complete this project. As ADA accessibility, safety, audio/visual improvements, and space concerns are significant factors for this renovation project, Staff recommends appropriating carryover at this time to allow for this project to proceed in 2016, ideally to commence construction in June. The proposed Chambers renovation project will line up during approximately the same timeline as the City Hall plaza renovation project, potentially minimizing disruption to the public and Staff.

These proposed carryover items support all six of the City’s Strategic Plan Goals: Visionary Leadership, Effective Governance and Proactive Regional Collaboration; Vibrant, Inclusive and Engaged Community; Dynamic, Diverse Economy; Beautiful, Desirable, Safe and Environmentally Responsible City; Financially Sustainable Government Providing Excellence in City Services; and Ease of Mobility.

Total funding of \$6,460,298 to be appropriated for the items noted in this agenda memorandum comes from revenues and unexpended 2015 funds in the various amounts identified. The attached ordinance reflects a total increase of \$12,620,596; this amount differs from the \$6,460,298 noted in Expenditure Required due to the accounting of transfers required to properly reflect the transactions on the City’s books.

REVENUE/EXPENDITURE DETAIL BY FUND

These appropriations will amend the General Fund revenue and expense accounts as follows:

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
TRF Sales & Use Tax	1000.45000.0530	\$72,174,849	<u>\$175,298</u>	\$72,350,147
Total Change to Revenues			<u>\$175,298</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Regular Salaries	10005050.60200.0000	\$1,143,783	\$44,769	\$1,188,552
Comp Soft/Hard	10005050.75400.0000	4,650	1,200	5,850
Other Equip	10005050.76000.0000	15,000	8,500	23,500
Regular Salaries	10005080.60200.0000	270,684	5,678	276,362
Med Ins ER SELF	10010900.63000.0594	6,178,693	27,561	6,206,254
Regular Salaries	10030380.60200.0000	1,243,188	84,090	1,327,278
Career Development	10030380.61800.0000	11,500	3,500	15,000
Total Change to Expenses			<u>\$175,298</u>	

These appropriations will amend the Sales and Use Tax Fund revenue and expense accounts as follows:

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Carryover	5300.40020.0000	0	<u>\$6,460,298</u>	\$6,460,298
Total Change to Revenues			<u>\$6,460,298</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Transfers General Fund	53010900.79800.0100	\$72,174,849	\$175,298	\$72,350,147
Transfers WEDA	53010900.79800.0680	0	300,000	300,000
Transfers GCIF	53010900.79800.0750	7,032,000	5,985,000	13,017,000
Total Change to Expenses			<u>\$6,460,298</u>	

These appropriations will amend the General Capital Improvement Fund revenue and expense accounts as follows:

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
TRF Sales and Use Tax	7500.45000.0530	\$7,032,000	<u>\$5,985,000</u>	\$13,017,000
Total Change to Revenues			<u>\$5,985,000</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Grove Street/Craft Way Project	81675030190.80400.8888	\$0	\$1,200,000	\$1,200,000
72 Ave/ LDC Bridge Relace-CDOT	81275030962.80400.8888	0	390,000	390,000
120 th Ave/Fed Blvd Int Improv	81175030801.80400.8888	0	805,000	805,000
WURP-Garage City Participation	81675005187.80400.8888	0	2,500,000	2,500,000
Median Work on Sheridan at 119	81675030189.80400.8888	0	190,000	190,000
City Council Chambers & Brdrm	81375012015.80400.8888	111,656	<u>900,000</u>	1,011,656
Total Change to Expenses			<u>\$5,985,000</u>	

Respectfully submitted,

Donald M. Tripp
City Manager

Attachment: Councillor's Bill

BY AUTHORITY

ORDINANCE NO. **3831**

COUNCILLOR'S BILL NO. **16**

SERIES OF 2016

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE AMENDING THE 2016 BUDGETS OF THE GENERAL, SALES AND USE TAX, AND GENERAL CAPITAL IMPROVEMENT FUNDS, AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2016 ESTIMATED REVENUES IN THE FUNDS

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2016 appropriation for the General, Sales and Use Tax, and General Capital Improvement Funds initially appropriated by Ordinance No. 3737 is hereby increased in aggregate by \$12,620,596. This appropriation is due to the appropriation of 2015 carryover.

Section 2. The \$12,620,596 increase shall be allocated to City Revenue and Expense accounts as described in the City Council Agenda Item 10F dated April 25, 2016 (a copy of which may be obtained from the City Clerk) amending City fund budgets as follows:

General Fund	\$175,298
Sales & Use Tax Fund	6,460,298
General Capital Improvement Fund	<u>5,985,000</u>
Total	<u>\$12,620,596</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 25th day of April, 2016.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 9th day of May, 2016.

ATTEST:

Mayor

City Clerk