

July 28, 1997
7:00 PM

Notice to Readers: City Council meeting packets are prepared several days prior to the meetings. Timely action and short discussion on agenda items does not reflect lack of thought or analysis on the City Council's part as issues have been discussed by Council previously. Council may defer final action on an item to a future meeting. Members of the audience are invited to speak at the Council meeting. Citizen Communication (item 5) and Citizen Presentations (item 12) are reserved for comments on items not contained on the printed agenda.

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Consideration of Minutes of Preceding Meeting**
4. **Presentations**
 - A. Colorado Municipal League Awards
 - B. Soccer Award Presentation
 - C. Proclamation re Diane Gentry
5. **Citizen Communication (5 minutes or Less in Length)**
6. **Report of City Officials**
 - A. City Manager's Report
7. **City Council Comments**

The "**Consent Agenda**" is a group of routine matters to be acted on with a single motion and vote. The Mayor will ask if any citizen wishes to have an item discussed. Citizens then may request that the subject item be removed from the Consent Agenda for discussion separately.

8. **Consent Agenda**
 - A. Westminster Promenade East Engineering Design Contract
 - B. CB No. 45 re Big Dry Creek Sanitary Sewer Vacation (Dixon-Allen)
 - C. CB No. 46 re Water Reclamation Facility Bond Proceeds (Harris-Allen)
9. **Appointments and Resignations**

None
10. **Public Hearings and Other New Business**
 - A. Councillor's Bill No. 47 re Employee Political Activity
 - B. Countrydale Golf Course Agreement
 - C. Ryan Annexation Agreement and Real Estate Exchange Agreement
 - D. Radio Maintenance Contract
 - E. Resolution No. 38 re Contingency Fund Transfer for Radio Maintenance
 - F. Councillor's Bill No. 48 re Little Dry Creek GOCO Grant
 - G. Resolution No. 39 re Little Dry Creek GOCO Grant
 - H. Councillor's Bill No. 49 re City Property Easements
 - I. Councillor's Bill No. 50 re Property Maintenance Code
11. **Old Business and Passage of Ordinances on Second Reading**
 - A. CB No. 44 re Legacy Ridge Park Development Fees (Scott-Smith)
12. **Citizen Presentations (5 Minutes + in Length) & Miscellaneous Business**
 - A. Citizen Communication - Laurinda Pickard
 - B. Financial Report for June 1997
 - C. Quarterly Insurance Report
 - D. City Council
 - E. Request for Executive Session
 1. Discussion re Ranch Office Real Estate Option
13. **Adjournment**

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE CITY COUNCIL MEETING
HELD ON MONDAY, JULY 28, 1997 AT 7:00 P.M.

PLEDGE OF ALLEGIANCE:

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

ROLL CALL:

Present at roll call were Mayor Heil, Mayor Pro Tem Dixon and Councillors Allen, Harris, Merkel, Scott and Smith. Also present were William Christopher, City Manager; Sharon Widener, Assistant City Attorney; and Michele Kelley, City Clerk. Absent none.

CONSIDERATION OF MINUTES:

A motion was made by Harris and seconded by Allen to accept the minutes of the meeting of July 14, 1997 with no additions or corrections. The motion carried unanimously.

A motion was made by Harris and second by Allen to accept the minutes of the meeting of July 21, 1997 with no additions or corrections. Councillor Merkel requested to abstain as she was not present at the meeting. The motion carried with 6 aye votes and Councillor Merkel abstaining.

PRESENTATIONS:

Mayor Heil and City Council presented plaques of appreciation to Hyland Hills Park & Recreation District representatives Don VanArsdale, Greg Mastriona, Glen Axelson, Kathi Williams and Don Waddell; School District No. 50 representatives Dr. Mike Massarotti, Jo Smith, Mark Kaiser and Scott Major; in recognition of the City's partners in the cooperative venture "EXTRA (Excellent Teen Recreational Activities) program which involves middle school students which led to the City receiving the CML Sweepstakes Award.

Mayor Heil and City Council presented plaques of appreciation to representatives of the City of Broomfield, Tim Holeman; City of Northglenn, Jim Dawson and City of Thornton, Bud Hart, in recognition of Standley Lake Protection Project and multi year Department of Energy fundings that was critical to accomplish both the Standley Lake Protection Project and the City of Broomfield's alternate water supply. This cooperative effort led to the City receiving a CML Achievement Award.

Mayor Heil and Councillors presented certificates of recognition to the Westminster Wolverines and the Westminster Eagles players and coaches for their outstanding efforts throughout the Spring soccer season and tournament accomplishments.

Mayor Heil presented a proclamation and medal to Diane Gentry in recognition of her first place finish as the female winner of the Bolder Boulder citizen's race held on Monday, May 26, 1997.

CITY COUNCIL COMMENTS:

Mayor Pro Tem Dixon commented on the large turnout for the COG picnic which was held at Fire Station No. 3.

CONSENT AGENDA:

The following items were considered as part of the Consent Agenda: Westminster Promenade East Engineering Design Contract - Authorize City Manager to execute an engineering design contract with Martin/Martin in the amount of \$157,200 for the Westminster Promenade Plaza East project; authorize project contingency of \$20,000 and charge expense to the appropriate account in the General Capital Improvement Fund;

Councillor's Bill 45 re Big Dry Creek Sanitary Sewer Vacation and Councillor's Bill No. 46 re Water Reclamation Facility Bond Proceeds.

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

A motion was made by Scott and seconded by Merkel to adopt the consent agenda items as presented. The motion carried unanimously.

COUNCILLOR'S BILL NO. 47 - EMPLOYEE POLITICAL ACTIVITY:

A motion was made by Dixon to pass Councillor's Bill No. 47 on first reading to agree with the Federal regulations which contain fewer restrictions.

Mark VanDenabeele, 5598 W. 115th Drive, addressed Council with concerns about the ordinance as drafted. Vicky Bunsen, Assistant City Attorney answered questions from the Council.

Upon roll call vote, the motion failed with dissenting votes from Harris, Merkel, Scott and Smith. Aye votes from Allen, Dixon and Heil.

A motion was made by Scott and seconded by Smith to pass Councillor's Bill No. 47 on first reading which amends subsection 1-24-5 (A) of the Westminster Municipal Code pertaining to political activity by City Employees. Upon roll call vote the motion carried with 6 aye votes and a dissenting vote from Dixon.

COUNTRYDALE BUSINESS PARK/GOLF COURSE BUSINESS AGREEMENT:

A motion was made by Allen and seconded by Dixon to approve the Countrydale Business Park/Golf Course Business agreement and authorize the City Manager and City Clerk to execute the document. Westfield Development Company CEO Richard McClintock, Steve Mimnaugh, legal services and Architect Don Slack were present to address Council. The motion carried unanimously.

RYAN ANNEXATION AGREEMENT AND REAL ESTATE EXCHANGE AGREEMENT:

A motion was made by Harris and seconded by Scott to authorize the Mayor to execute the Annexation Agreement and Real Estate Exchange Agreement with the Ryans. The motion carried unanimously.

RADIO MAINTENANCE CONTRACT:

A motion was made by Scott and seconded by Merkel to authorize the City Manager to sign the Maintenance agreement with Ericsson Mobile Communications, Inc. for maintenance of the radio system jointly shared by the Cities of Arvada and Westminster for the balance of 1997. The motion carried unanimously.

RESOLUTION NO. 38 - CONTINGENCY TRANSFER FOR RADIO MAINTENANCE:

A motion was made by Scott and seconded by Merkel to adopt Resolution No. 38 authorizing a transfer from the General Fund Contingency of \$51,961 to cover the increase in radio maintenance costs and to purchase a radio microwave system replacement. Upon roll call vote, the motion carried unanimously.

COUNCILLOR'S BILL NO. 48 - LITTLE DRY CREEK GOCO GRANT APPROPRIATION:

A motion was made by Merkel and seconded by Scott to pass Councillor's Bill No. 48 on first reading appropriating \$50,000 into the General Capital Improvement Fund and authorize these funds for construction of the Little Dry Creek Trail project. Upon roll call vote, the motion carried unanimously.

RESOLUTION NO. 39 - GOCO CONTRACT FOR LITTLE DRY CREEK TRAIL:

A motion was made by Merkel and seconded by Allen to adopt Resolution No. 39 authorizing the City Manager to sign a contract with Great Outdoors Colorado regarding the City's obligations for the construction of the Little Dry Creek Trail project. Upon roll call vote, the motion carried unanimously.

COUNCILLOR'S BILL NO. 49 - CITY PROPERTY EASEMENTS:

A motion was made by Allen and seconded by Merkel to pass Councillor's Bill No. 49 on first reading authorizing the City Manager to grant limited easements on City owned land. Upon roll call vote, the motion carried unanimously.

COUNCILLOR'S BILL NO. 50 - RENTAL PROPERTY MAINTENANCE CODE:

A motion was made by Dixon and seconded by Merkel to pass Councillor's Bill No. 50 on first reading adopting the Rental Property Maintenance Code. Jerry Ritchie was present to speak in favor of this ordinance. Upon roll call vote, the motion carried unanimously.

ORDINANCE NO. 2528 - LEGACY RIDGE PARK DEVELOPMENT FEES:

A motion was made by Smith and seconded by Scott to adopt Councillor's Bill No. 44 on second reading which reduces the Park Development Fee for Legacy Ridge Filing 8 by 50 percent or \$100,920, based on previous public land, trail and private clubhouse and swimming pool improvements being provided by the master developer. Pursuant to City Charter requirements on campaign contributions, Mayor Heil and Councillors Allen and Harris requested to abstain. Upon roll call vote, the motion carried with 4 aye votes and Mayor Heil and Councillors Allen and Harris abstaining.

CITIZEN COMMUNICATION:

Laurinda Pickard, 10552 Garrison Street, addressed Council regarding her home occupation business and requested a waiver to allow the swimming instruction business to be conducted in her pool within the backyard of her residence.

A motion was made by Harris and seconded by Scott to grant a temporary Waiver of Compliance pending research by Staff regarding the home occupation license being operated outside the dwelling unit.

The Assistant City Attorney advised Council that this should not be voted on until residents had the opportunity to voice their concerns on rules governing Home Occupation licenses. The motion and second were withdrawn.

Julie Skdrant, 10425 Garrison Street and Elizabeth Hoon, 10525 Garrison Street, spoke in favor of allowing this type of business in a residential area. Laurinda Pickard entered a petition with 254 signatures in favor of this business being an allowed use.

The Mayor stated that a Special City Council meeting would be held on Monday, August 4th for Council to consider an amendment to the Home Occupation restrictions.

Mike Farley, 7370 Vrain Street asked Council if there is a mechanism in place in order to notify residents of problems happening at Rocky Flats. He stated his support of a train within the north area but suggested that it should operate on independent tracks that run along the side of the existing tracks. He stated his concerns about the landfills running out of space and the availability of mulching tree limbs. Other subjects addressed were emission tests, pulling of weeds, and allowing light manufacturing in certain buildings within the City.

At 9:40 P.M. the Mayor called a recess. Council reconvened at 9:45 P.M.

MISCELLANEOUS BUSINESS:

Council reviewed the Financial Report for June 1997 and the Quarterly Insurance Report.

Mayor Heil wanted to thank Dee Martin of the Department of Parks, Recreation and Libraries for the all of her work on the "EXTRA (Excellent Teen Recreational Activities) program which involves middle school students which led to the City receiving the CML Sweepstakes Award.

Gary Smith requested that the City look into guidelines for trimming trees next to homes.

Mayor Heil stated there would be an Executive Session to discuss the Ranch Office real estate option and an Economic Development real estate matter.

ADJOURNMENT:

The meeting was adjourned at 9:50 P.M.

ATTEST:

Mayor

City Clerk

Date: July 28, 1997
Subject: Soccer Award Presentation
Prepared by: Sean Layfield, Recreation Specialist

Introduction

The City Council is requested to recognize the Westminster Wolverines Under 12 Girls intermediate soccer team and Westminster Eagles Under 14 Girls Intermediate soccer team for their achievements in the 1997 American-Cup Tournament and Stenger Invitational Tournament. Certificates will be presented to each team member and coaches.

Summary

The Westminster Wolverines Under 12 Girls Intermediate soccer team and the Westminster Eagles Under 14 Girls Intermediate team captured first and third place respectively, in the 1997 American-Cup Tournament, May 17 and 18 at Grand Junction, Colorado. The American-Cup is a statewide tournament held each year that allows recreation teams from all around Colorado to compete in their respective age groups. The Wolverines finished first in their division, posting a 5-0 record, beating the Aurora Storm team 2-1 in the championship game. The Eagles finished third in their division, and received recognition from Tournament officials for having the most outstanding sportmanship.

Staff Recommendation

City Council recognize the Westminster Wolverines, Westminster Eagles, and coaches and present certificates for outstanding efforts throughout the Spring soccer season and for their tournament accomplishments.

Background Information

The Wolverines are coached by Charlie Knapp, who is assisted by Lee Birk and Joe Boles. This team finished first overall in league play with a 7-0-1 record. Eight of the fourteen girls are playing one year up in age. The Eagles are coached by Keith McCormick, who is assisted by Carlos Cortez and Craig Stoffle. The Eagles finished first overall in league play with a 7-0-1 record. Many of these girls have been playing soccer in Westminster for seven years and represent the oldest age group in the program.

These teams have been built around the philosophy of "Athletes first; Winning Second" and are ideal representatives of how success can be achieved in a developmentally centered, fun environment.

Soccer Award Presentation

Page 2

The following individuals were involved in this effort:

Westminster Wolverines

Charlie Knapp - Coach
Lee Birk - Assistant Coach
Joe Boles - Assistant Coach

Christa Boles
Jaime Gonzales
Lindsey Holl
Jessica Knapp
Leah McCormick
Amanda Porter
Aspen Schmidt

Whitney Paige Burnham
Lauren Hoguta
Katie Holloman
Melissa Knight
Stacia Pitcher
Rachel Schetrom
Mallory Starr

Westminster Eagles

Keith McCormick - Coach
Carlos Cortez - Assistant Coach
Craig Stoffle - Assistant Coach

Julie Anderson
Natalie Coltrinari
Julie Dahl
Rachel Kott
Laura Nicholas
Renee Ramirez
Sara Simpson
Emily Tangeman

Sara Billings
Nicole Coltrinari
Lisa Hollender
Beth McCormick
Heather Peters
Sarah Rose
Melissa Stoffle

Respectfully submitted,

William M. Christopher
City Manager

Date: July 28, 1997
Subject: Proclamation for Diane Gentry
Prepared by: Andy Doerr, Interim Public Information Specialist

Introduction

City Council is requested to proclaim July 28, 1997 as Diane Gentry day in the City of Westminster.

Summary

On May 26, 1997 at the running of the 19th annual Bolder Boulder 10k road race, Westminster resident Diane Gentry won first place as the female winner of the citizen's race. Due to the significance and importance of this highly competitive event, it seems appropriate to recognize this accomplishment by one of our City residents.

Staff Recommendation

City Council present a proclamation to Diane Gentry declaring July 28, 1997 as Diane Gentry Day in Westminster and present Diane Gentry with a medal.

Background Information

The Bolder Boulder 10K roadrace, run annually on Memorial Day on the streets of Boulder, boasted 34,257 citizen finishers this year. Wave starts launched this massive crowd, starting in the early waves with time-qualified runners, and followed with slower runners and finally walkers. The wheelchair and elite divisions are race categories that award cash prizes.

Westminster resident Diane Gentry won this year's female citizen race, beating 17,603 competitors with a racing time of 34.58. Gentry and her husband, Phil, moved to Westminster six months ago from Boulder, where Gentry previously lived and trained as a professional runner. Gentry no longer competes professionally, now preferring the amateur ranks to the pressures of competition for cash.

Gentry logs 60-70 miles per week in her training regimen, and praised her new Westminster home for its suitability for road running, with its trail system and fine, hilly streets.

The Bolder Boulder is just one of several races of distances ranging from 10Ks to half-marathons that Gentry likes to run each year. This year's victory marks her second citizens' race first place, having also won that position two years ago.

Respectfully submitted,

William M. Christopher
City Manager

WHEREAS, The 19th running of the Bolder Boulder was held on May 26, 1997; and

WHEREAS, The 10k Bolder Boulder is the 4th largest road race in the United States, this year attracting 34,257 citizen racers; and

WHEREAS, Westminster resident Diane Gentry, a former elite runner, beat 17,603 competitors in the female citizens' race division with a time of 34.58; and

WHEREAS, Diane Gentry also won the Bolder Boulder female citizens' race division two years ago; and

WHEREAS, Diane enjoys Westminster streets and trails for her 60-70 miles per week training regimen; and

WHEREAS, the City of Westminster values fitness and quality of life, and is immensely proud of its Bolder Boulder-winning citizen.

NOW, THEREFORE I, Nancy M. Heil, Mayor of Westminster, on behalf of the entire Westminster City Council and staff, do hereby proclaim Monday, July 28, 1997 as

DIANE GENTRY DAY

in the City of Westminster, in recognition of her accomplishments as a Westminster resident in the Bolder Boulder. The City would like to wish Diane continued success and happiness and to say we are proud to have her as a Westminster resident.

Nancy M. Heil, Mayor

Date: July 28, 1997

Subject: Presentations re Colorado Municipal League Awards

Prepared by: Bill Christopher, City Manager

Introduction

The Mayor is requested to make remarks and present plaques of appreciation to Westminster's partners regarding the two awards recently presented at the Colorado Municipal League Conference Awards Luncheon. The City of Westminster received the Sweepstakes Award regarding the middle school recreation programming held after school hours as well as an Achievement Award for the Standley Lake Protection Project and Department of Energy funding.

Summary

The City of Westminster places a significant amount of emphasis on cooperative and collaborative ventures with other organizations. At the recent Colorado Municipal League Conference Awards Luncheon, the City of Westminster was the recipient of two awards -- both of which reflect the importance of partnerships. The City received a Sweepstakes Award for Cities over 20,000 population for the after school recreation program (EXTRA: Excellent Teen Recreational Activities) which School District No. 50, the Hyland Hills Park and Recreation District, the Hyland Hills Foundation, and the City of Westminster have joint ventured since the spring of 1995. Also, the City was the recipient of an Achievement Award for Cities over 20,000 population which recognizes the cooperative venture on the completion of the Standley Lake Protection Project and Department of Energy funding. The Cities of Broomfield, Northglenn, and Thornton have been partners with the City of Westminster since 1989 in pursuing the Standley Lake Protection Project and the total DOE funding.

It is City Council's desire to recognize its partners in these two significant endeavors. Accordingly, Mayor Heil is requested to express, on behalf of City Council and the City Administration, its appreciation to its partners and to make formal presentation of appreciation plaques to each partner entity.

Staff Recommendation

1. Mayor Heil make appropriate remarks and present appreciation plaques to School District No. 50 and Hyland Hills Park and Recreation District representatives for the highly successful cooperative venture, "EXTRA: (Excellent Teen Recreational Activities)," program which involves middle school students.
2. Mayor Heil make appropriate remarks and present appreciation plaques to representatives from the City of Broomfield, Northglenn, and Thornton regarding the successful Standley Lake Protection Project and multi year Department of Energy funding that was critical to accomplish both the Standley Lake Protection Project and the City of Broomfield's alternate water supply.

Background Information

"PROJECT EXTRA"

The pilot program for "Project EXTRA" was launched in the spring of 1995 and involved an initial enrollment of over 500 middle school students. This pilot program offered a mixture of supervised recreational and educational programs for three days per week consisting of sports, cultural arts, clubs, tutoring, special events, and trips. With additional support and grant monies from the Governor's Youth Crime Prevention and Intervention funds, "Project EXTRA" was expanded for the 1995-96 school year to four afternoons per week, serving over 1,000 students. In addition, the "WREC" mobile, a travelling recreation facility, which includes science projects, sports activities, games and arts and crafts, made stops at 10 locations during the week providing active "drop-in" activities for area teens.

"Project EXTRA" involves a cooperative effort between the City, School District, the Hyland Hills Park and Recreation District, and the Hyland Hills Foundation. While each entity was already providing services for community youth, funding levels and program offerings were limited, and often were duplicative. Only through this cooperative effort and a sharing of resources could an effective and targeted program be provided. Each entity brought its particular areas of expertise and resources to the table. School District No. 50 contributed the use of its gyms, classrooms, and fields and provided transportation home in the afternoons for those students who normally took the bus to school. The City provided program administration, monetary support, supervisory personnel, and helped with program publicity. The Hyland Hills Foundation underwrote the small weekly participation fee for those students who could not afford to participate and Hyland Hills Park and Recreation District provided overall supervision of the program together with frequent use of their buses and vans for field trips to Adventure Golf, the IMAX Theater, Paradise Rock Gym, and Coors Field for a Rockies game.

STANDLEY LAKE PROTECTION PROJECT AND DOE FUNDING

Through a joint, cooperative effort involving four municipalities and various state and federal agencies, the water supply for over 200,000 residents has been protected from any Rocky Flats contamination, thanks to the Standley Lake Protection Project. Due to the collaborative efforts of all agencies involved, this physical protection project was completed at a cost of \$28.0 million, and was entirely funded by the Department of Energy (DOE). This funding was part of a larger funding grant from DOE which included the City of Broomfield's alternate water supply. The Cities of Broomfield, Northglenn, Thornton, and Westminster, working in concert with Congressman Skaggs' Office, were successful over a multi year period to achieve the \$80.0 million funding level for the two components of the DOE grant.

The project consists of three major improvements to protect the Standley Lake Water supply:

- > Woman Creek Reservoir, a 1,000 acre foot facility, to capture and store surface run-off from the Rocky Flats Plant.
- > A pump station and pipeline to carry water from the Woman Creek Reservoir north to Great Western Reservoir in Broomfield for storage and treatment, if necessary.

> A raw water pipeline to carry water from Coal Creek to Standley Lake.

The DOE, U.S. Fish and Wildlife Service, the U.S. Environmental Protection Agency, the U.S. Army Corp of Engineers, the Colorado Department of Public Health and Environment, and Jefferson County each reviewed the viability, safety, and cost effectiveness of the project and its impact on human health and the environment. In addition, the City worked with Jefferson County Open Space to protect several eagles nesting next to Standley Lake and opened an "eagle viewing" area for the public. A 370 acre wildlife habitat along with 10 acres of wetland habitat are also part of the project and demonstrate the environmental investment.

Elected Officials and Staff members from the four respective Cities worked in close cooperation in pursuing DOE funding for the two respective projects. This collaborative effort was the result of the FBI raid at Rocky Flats in the summer of 1989. Both the Standley Lake Protection Project and Broomfield's alternate water supply have been fully funded, constructed, and are now operable. These improvements are not only fundamentally important to the respective citizens of the four Cities, but demonstrate the value and benefit of governmental entities working cooperatively to accomplish common objectives. It is highly doubtful that any one of the Cities involved could have accomplished the end result if they had pursued these endeavors independent of the other municipalities.

The City of Westminster wishes to formally express its appreciation and congratulations to the Cities of Broomfield, Northglenn, and Thornton. Officials from each City will be present at Monday night's City Council meeting to receive thanks from Mayor Heil on behalf of the City of Westminster.

Respectfully submitted,

William M. Christopher
City Manager

Date: July 28, 1997

Subject: Westminster Promenade East Engineering Design Contract

Prepared by: David W. Loseman, Senior Projects Engineer

Introduction

City Council action is requested to authorize the City Manager to enter into an agreement with Martin/Martin consulting engineers in the amount of \$157,200 to provide civil engineering design work for the Westminster Promenade located east of Westminster Boulevard and authorize a design contingency in the amount of \$20,000. Funds for this expense are available in the Westminster Promenade project budget in the General Capital Improvement Fund.

Summary

- > Martin/Martin have been the civil engineers for the Westminster Promenade project since its beginning.
- > The aggressive schedule for this project, especially that for the new ice arena, makes it necessary to use a firm with a strong familiarity of the project as well as one with an existing database.
- > Martin/Martin's fee compares very favorably with engineering fees paid on previous Capital Improvement Projects.

Staff Recommendation

Authorize the City Manager to execute an engineering design contract with Martin/Martin in the amount of \$157,200 for the Westminster Promenade Plaza East project; authorize a project contingency of \$20,000 and charge the expense to the appropriate project account in the General Capital Improvement Fund.

Background Information

The Westminster Promenade project is now under construction on the west side of Westminster Boulevard and includes the 24-screen AMC Theater, parking for 2,400 cars and the Promenade itself, consisting of fountains, gazebos, seating areas, planter boxes, attractive lighting and signage. The Westminster Promenade project is intended to be a pedestrian oriented, leisure, business and entertainment complex that will be a focal point for family use in the City of Westminster. The success of the project depends upon high quality design, its pedestrian orientation and creating a place that people will enjoy visiting time and time again for leisure and business activities. Now that the western portion of the Westminster Promenade is under construction and plans are proceeding with the ice arena, it is appropriate that the design commence on the east side of the Westminster Promenade to complete the entire project.

One of the key focal points of the entire Promenade will be the lake feature located just east of Westminster Boulevard and on the south side of the Promenade itself.

The design of the Promenade extends east from Westminster Boulevard and will be important to set the design theme of the development as it extends east to connect City Park.

The proposed ice arena is on a fast schedule and therefore will be constructed as the first phase of the Westminster Promenade East project. The second phase will be the construction of the balance of the site, including the proposed Westin Hotel and conference center, which are anticipated to start in 1998.

The design that Martin/Martin will provide, if approved by Council, specifically includes the design of the water, storm and sanitary utilities necessary to service the entire Westminster Promenade East parcel. In addition, the design will include an overlot grading plan, onsite roadways, parking lots, the lake adjacent to the Promenade, and the lake adjacent to Big Dry Creek.

Martin/Martin is the only civil engineering firm that can meet this aggressive schedule due to their familiarity with the entire project and the existing database that they have prepared over the past few years. Their fee is approximately four percent (4%) of the construction cost, which compares favorably with design fees on other capital projects where fees typically range between four to nine percent. Staff recommends that Martin/Martin be awarded the design contract for this project.

Respectfully submitted,

William M. Christopher
City Manager

Date: July 28, 1997
Subject: Councillor's Bill No. _____ re Employee Political Activity
Prepared by: Vicky Bunsen, Assistant City Attorney

Introduction

City Council action is requested on the attached Councillor's Bill which would amend subsection 1-24-5(A) of the Westminster Municipal Code concerning political activity by City employees.

Summary

Pursuant to City Council's direction, Staff has drafted a revised employee political activity ordinance which incorporates minimal changes based on recent case law, and also includes a prohibition on solicitation of City employees by City Council candidates.

Staff Recommendation

Pass Councillor's Bill No. _____ on first reading which amends subsection 1-24-5(A) of the Westminster Municipal Code concerning political activity by City employees.

Background Information

The City Attorney's Office was asked to review the current employee political activity ordinance in light of recent case law and expansion of federal employee rights under the federal Hatch Act. The proposed revisions in this Councillor's Bill are based on court decisions since the ordinance was last amended in 1990, which give further guidance on the ability of a local government to regulate the political activity of its employees. The proposed revisions exclude language which is fairly nonspecific and remove prohibitions on personal contributions and initiating or circulating a nominating petition.

An employee survey indicated a desire on the part of some employees to be free of solicitation by candidates for City Council. A provision has been drafted to address this concern.

Alternatives

City Council also reviewed the 1993 revisions to federal regulations which govern federal employee political activity. One alternative to the attached Councillor's Bill would be to pattern the City ordinance after the federal regulations, which contain fewer restrictions on political activity of federal employees. These regulations do not govern City personnel management and adoption of any of these standards is entirely discretionary by City Council.

Respectfully submitted,

William M. Christopher
City Manager

Attachment: Ordinance

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. _____

SERIES OF 1997

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE AMENDING SECTION 1-24-5 OF THE WESTMINSTER
MUNICIPAL CODE CONCERNING EMPLOYEE POLITICAL ACTIVITY

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council of the City of Westminster finds that:

- a. An employee survey was conducted at the direction of the City Council to determine employee attitudes concerning political activity by employees in City Council and Mayorial campaigns in the City.
- b. Employees expressed concern that they would be subject to pressure by candidates for the offices of City Councillor and Mayor to contribute money and campaign for or against such candidates.
- c. Such pressure by candidates can have the effect of demoralizing City employees and politicizing the City work force, with a detrimental impact on the delivery of services to the citizens of the City of Westminster.
- d. It is necessary to protect City employees from such pressure by regulating the behavior of candidates for City Councillor and Mayor through the enactment of this Councillor's Bill, which prohibits such candidates from personally soliciting a City employee to contribute money or campaign for or against any candidate for such office.

Section 2. Subsection A of section 1-24-5 of the Westminster Municipal Code is hereby amended to read as follows:

1-24-5: EMPLOYEE CONDUCT AND DISCIPLINE:

(A) Political Activity: 1. ~~An employee shall not take an active part in political management or in a political campaign related to City elections, except to the extent such activity has been specifically authorized by the City Council consistent with the provisions of the Colorado Campaign Reform Act, as amended, or is specifically permitted by subparagraph (2) of this subsection (G) below. Specifically, an employee shall not:~~

- (a) Use any City facility or resource or the authority of any City office in support of any issue or candidate;
- (b) Campaign for any issue or candidate in any manner calculated to exert the influence of City employment;
- (c) Distribute political stickers, buttons or similar materials during working hours or at City facilities;
- (d) Campaign for any issue or candidate during working hours or at City facilities;
- (e) Campaign for any issue or candidate while wearing a uniform that identifies him as an City employee;
- (f) Serve as an officer of any organization which has the primary purpose of promoting the candidacy of any person for City office;

(g) Organize a political organization or political club which has the main purpose of promoting the candidacy of any person for City office;

(h) Directly or indirectly solicit, receive, collect, handle, disburse, ~~contribute~~, or account for assessments, contributions, or other funds in support of the candidacy of any person for City office;

(i) Organize, sell tickets to, OR promote, ~~or actively participate~~ in a fund-raising activity of a candidate for City office;

(j) ~~Take an active part in~~ Managing the political campaign of a candidate for City office;

(k) Become a candidate for, or campaign for an elective City office, unless the employee is on formally authorized unpaid leave from City employment;

(l) Solicit votes in support of or in opposition to a candidate for City office;

(m) Drive voters to the polls on behalf of a candidate for City office;

(n) Endorse or oppose a candidate for City office in a political advertisement, broadcast, campaign literature, or similar material;

(o) Address a convention, caucus, rally, or similar gathering in support of or in opposition to a candidate for City office; or

~~—(p) Initiate or circulate a nominating petition on behalf of a person seeking to be nominated as a candidate for City office.—~~

2. All employees are free to engage in political activity to the widest extent consistent with the restrictions imposed by law and this subsection, so long as any such activity is done in the employee's capacity as a private citizen and not in the capacity of a City employee. Subject to the limitations of subsection (1) of this section, each employee retains the right to:

(a) Register and vote in any election;

(b) Display a political picture, sticker, badge, or button;

(c) Participate in the nonpartisan activities of a civic, community, social, labor, or professional organization;

(d) Be a member of a political party or other political organization and participate in its activities to the extent consistent with law;

(e) Attend a political convention, rally, fund-raising function, or other political gathering;

(f) Sign a political petition as an individual;

(g) Expend personal funds, make contributions in kind, and use personal time to urge electors to vote in favor of or against any issue or candidate before the electorate, except any candidate for City office;

(h) Seek election to City office, provided that the employee resigns or takes formally authorized unpaid leave from City employment prior to any campaign activities being undertaken on his or her behalf or filing a nomination petition;

(i) Run for nomination or election as a candidate in any election not involving City government;

(j) Be politically active in connection with a charter or constitutional amendment, referendum, approval of a municipal ordinance or any other question or issue of a similar character;

(k) Participate, at the direction of the City Council, in any political activity in which the City is authorized by state law to participate, subject to the instructions of the City Council, provided, however, an employee may choose not to participate; or

(l) Otherwise participate fully in public affairs, except as prohibited by law, in a manner which does not materially compromise his efficiency or integrity as an employee or the neutrality, efficiency, or integrity of City government.

3. No supervisor shall in any way coerce an employee to campaign for or against any candidate or issue.

4. IT SHALL BE UNLAWFUL FOR A CANDIDATE FOR THE OFFICE OF CITY COUNCILLOR OR MAYOR TO SOLICIT KNOWINGLY, DIRECTLY OR INDIRECTLY, A CITY EMPLOYEE TO CONTRIBUTE MONEY OR CAMPAIGN FOR OR AGAINST ANY CANDIDATE FOR THE OFFICE OF CITY COUNCILLOR OR MAYOR. THIS PROVISION SHALL NOT PROHIBIT COINCIDENTAL CONTACTS WITH CITY EMPLOYEES THROUGH MASS MAILINGS OR DISTRIBUTION OF LITERATURE.

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this _____ day of _____, 1997.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this _____ day of _____, 1997.

Mayor

ATTEST:

City Clerk

Date: July 28, 1997

Subject: Proposed Countrydale Business Park/Golf Course Business Agreement

Prepared by: Bill Christopher, City Manager

Introduction

City Council approval of the proposed Countrydale Business Park/Golf Course Business Agreement is requested at this time. City Council reviewed the draft document at the July 21 Study Session. This agreement represents the financial obligations and commitments on the part of both Westfield Development Company, which will be the developer of the Business Park, and the City of Westminster.

Summary

Westfield Development Company, represented by CEO Rich McClintock, and City representatives have been pursuing the development of the Countrydale Business Park in conjunction with the proposed City Golf Course since the spring of 1995. The various commitments and actions which are ancillary to the Business Park and City obligations have been firmed up and the negotiations involving the master business agreement between Westfield and the City have now been completed.

This agreement represents a comprehensive and multi faceted approach to achieving a first class business park in Westminster with municipal amenities. The agreement calls for 170-acre business park along with an 18-hole municipally owned and operated golf course, with clubhouse and driving range as well as a community recreation center that would serve the northwest quadrant of the City's residents, including business tenants at the business park.

Timing is important to move ahead, given the "window of opportunity" with the strong area economy and the favorable influence of Sun Microsystems announcement to build a major complex in Interlocken.

Staff Recommendation

Approve the Countrydale Business Park/Golf Course Business agreement and authorize the City Manager and City Clerk to execute the document

Background Information

The master business agreement spells out the main financial obligations and respective commitments that both parties are to accomplish. The agreement has been negotiated with a focus of keeping the City's participation with the developer on public infrastructure improvements on a multi year "pay-as-you-go" basis. The agreement also reflects City Council's previous discussions to issue enterprise golf revenue bonds as partial funding along with the Jefferson County Open Space \$3.3 million loan to fund the golf course, clubhouse, and maintenance building improvements.

Also, the agreement reflects the \$4.0 million in bond funds that were earmarked in the P.O.S.T. bond authorization which Westminster voters approved in November, 1996. Finally, the agreement reflects the \$13.0 million loan from the Colorado Water and Power Authority for the City's first phase of the Reclaimed Water Project which, in part, will include the system improvements to provide reclaimed water to irrigate the golf course and business park.

The key provisions of the agreement are as follows:

- o Westfield Development Company (developer) commits to acquiring approximately 325 acres of land and would develop the property as a business park in accordance with City land use and development requirements..
- o Westfield would convey to the City at no cost approximately 84 acres of land for a portion of the Golf Course, including the clubhouse and maintenance building locations. The balance of the Golf Course would be located on land leased from the Jefferson County Airport (final land lease agreement is scheduled for approval in August).
- o The City would purchase 53 acres of land for its Open Space Program at a cost of \$12,000 per acre for a total of \$636,000.
- o The developer would convey, at no cost to the City, a site no more than 7 acres in area for a proposed City owned and operated recreation center. (This facility is the \$4.0 million bond funded northwest quadrant recreation expansion project which is much more cost effective at the Business Park location than attempting to remodel and expand the existing Countryside Recreation Center.)
- o The City commits to financing, constructing, and operating an 18-hole golf course with clubhouse, maintenance building, and driving range with the complex to be open by September, 1999.
- o The City will construct a soft trail system at its expense within the business park which ties into Walnut Creek, with construction of the soft trail to occur in March, 1998 and be substantially completed by December, 1998.
- o The recreation center shall be owned and operated by the City of Westminster, with construction to commence in June, 1998 and be substantially completed by September, 1999. The developer commits to providing \$500,000 in funds toward the recreation center.
- o The developer and the City shall participate in the funding of the spine road and spine road improvements, i.e., water line and sewer line to the clubhouse and landscaping. The spine road will start at 108th Avenue at a signalized intersection and will connect to Simms Street. However, the City's financial participation only relates to that segment between 108th Avenue and the clubhouse.
- o The developer, on behalf of the City, shall construct 108th Avenue improvements from Wadsworth Parkway to the spine road with both entities participating in the cost.

- o The City shall receive one-half of the proceeds from an initial \$2.0 million Metropolitan District Bond issue with the funds to be used toward the spine road and spine road improvements. This action places a maximum of a 2.5 mill levy obligation on all of the privately owned property within the business park to pay the debt service (no cost to the City).
- o The City shall reimburse the developer the sum of \$2,414,000 on the spine road and spine road improvements as follows:
 - a. The sum of \$650,000 shall be paid in two installments of \$250,000, and a third installment of \$150,000 commencing January 31, 1998. The balance of the spine road improvements reimbursement of \$1,764,000 shall be paid to the developer from time to time over the period of construction of said improvements on a monthly basis. (Approximately \$1.0 million in funds will come to the City from the Metro District bond proceeds.)
- o With respect to the cost of design and construction of the 108th Avenue improvements, the City shall reimburse the developer the sum of \$1,350,000 as follows:
 - a. The sum of \$1.0 million shall be paid in four annual installments of \$250,000, commencing January 31, 1999.
 - b. The sum of \$350,000 shall be paid to the developer from time to time over the period of construction of the 108th Avenue improvements on a monthly basis in 1998. The total cost of design and construction of 108th Avenue improvements are not to exceed \$2.0 million.
- o The developer shall reimburse the City for a portion of the cost incurred by the City under the Jefferson County Airport Land Lease as follows:
 - a. The sum of \$20,000 per year in the sixth through the tenth calendar years of the Land Lease term.
 - b. The sum of \$25,000 per year in the eleventh through twentieth calendar year of the Land Lease term.
 - c. The sum of \$30,000 per year in the twenty-first through the thirtieth calendar years of the Land Lease term.
 - d. The combined funds to be paid to the City is \$650,000.
- o The developer commits to having the Metropolitan District pay to the City an amount equal to 3 mills of the certified mill levy of said District annually to reimburse the City for a portion of the operating costs of the onsite recreation center. Such payment shall be made annually and shall be in force for as long as the recreation center is in operation at the subject site. The recreation center shall be open to and will be marketed to the general public as well as the business park tenants.
- o The developer shall pay to the City 25% of the net proceeds of the sale of each parcel of land within the business park. Based on a projected 20-year sales forecast, the City should realize revenues in an amount of at least \$3.1 million. A cap of \$4.2 million in sales proceeds is noted.
- o The City will attempt to annex the Simms Street right-of-way and control access on the east side of the street.

- o The City will be annexing the 33 acre parcel adjacent to the business park which is owned by Jefferson County Airport. Water and sewer service will be provided to the subject site by the City at no cost to the business park developer.
- o The City commits to financing and installing a reclaimed water system which will provide ultimate irrigation to the golf course, and may be used by the developer for irrigation of turf at the various business sites within the business park. Details on the cost of reclaimed water charges are yet to be finalized.

This business agreement represents an extremely detailed and complicated relationship between the City and the developer as well as the ancillary relationships with Jefferson County Airport and Jefferson County Commissioners. It provides the mechanisms and funding to make the Countrydale parcel a viable, state-of-the-art competitive business park which Westminster needs to be able to compete in today's marketplace. With the Park Centre Business Park limited in remaining available land and the Church Ranch site being divided into several different parcels and land uses, the Countrydale site becomes a key remaining opportunity.

Council will note that several of the financial commitments proposed to be paid by the City are to be funded over more than one year. This is to reflect cash flow and budgeting constraints above the planned bond issue for the golf course, the loan from the Colorado Water and Power Authority for the reclaimed water project, and the \$4.0 million P.O.S.T. bond proceeds for the recreation center.

Under the terms of the agreement, the City would be a financial partner in constructing the spine road up to the clubhouse along with the outfall sewer line and water transmission line that would serve the clubhouse and be used as the main "trunk" utility lines within the business park. The developer would have the full responsibility for water and sewer extensions off the main "trunk" utility lines as well as the extension of the spine road over to Simms Street. Also, the City would be a financial partner with the developer on needed improvements to widen and enhance 108th Avenue from Wadsworth Parkway to the spine road intersection which would be signalized. These public improvements are all needed to get underway with both the golf course and the business park. It is Staff's belief that it is appropriate that both entities participate in the cost of such public improvements. Council may recall that the City front-ended the cost of Legacy Ridge Parkway for the Legacy Ridge Golf Course and residential community with an impact fee being charged to incrementally reimburse the City for the street improvement costs. The \$500,000 payment from the developer toward the recreation center would, obviously, assist the City in funding the recreation center for the northwest portion of the City and would compliment the existing Countryside Recreation Center which would take on somewhat of a different role as proposed by Staff.

Key ongoing revenue sources to the City from the developer are worthy of notation. The agreement calls for 3.0 mills from the Metropolitan District, with the property tax revenue earmarked to partially offset operating expenses at the new recreation center that the City would otherwise have to fully absorb. Over the course of time, this revenue source will become significant, given the projected assessed valuation for the business park. At build-out, it is conservatively projected that approximately \$105,000 per year will be generated solely for the recreation center.

Also, the funding to assist the City in the Golf Course Land Lease payments to the Jefferson County Airport should be pointed out which starts at \$20,000 per year and tops out at \$30,000 per year. This represents \$650,000 in funds over 20 years.

Finally, the major revenue source that the developer commits to the City is 25% of the net land sales. This is projected to be at least \$3.1 million over an undetermined length of time. A ceiling of \$4.2 million on this revenue sharing from the developer is reflected in the agreement. It is important to remember the property tax revenue, Sales and Use Tax revenue, and job creation that would be realized from the business park as well. A previous fact sheet that Staff had developed is attached, which highlights projections involving the business park.

Finally, the City would have the benefit of the future development and revenue from the 33 acre parcel once it is developed.

This agreement reflects Westminster's continuing philosophy of promoting public/private joint ventures. This proposed development is dependent on a strong partnership which will achieve the mutually agreed upon objectives.

Respectfully submitted,

William M. Christopher
City Manager

Attachment

Date: July 28, 1997

Subject: Ryan Annexation Agreement and Real Estate Exchange Agreement

Prepared by: David R. Downing, City Engineer

Introduction

City Council action is requested to authorize the Mayor to execute the attached Annexation Agreement pertaining to 8.85-acres of land currently owned by Donald Ryan, et al. and 0.39 acres of Jefferson County right-of-way located immediately north of the Westminster Promenade West project. Council action is also requested to authorize the Mayor to execute the attached Real Estate Exchange Agreement that would formalize a trade of property between the City and the Ryans.

Summary

The Ryans currently own a 8.85-acre enclave of land within unincorporated Jefferson County that is located immediately north of the Westminster Promenade West project (see attached map). In the course of the design work for the Promenade project, including the design of Westminster Boulevard between 104th Avenue and 112th Avenue, it was determined that some portions of the Ryan ownership would be needed for the construction of public improvements. Specifically, a 0.49-acre tract at the northeast corner of the Ryan property is necessary for the construction of Westminster Boulevard and a 4.09-acre tract to the south is needed for the construction of a public parking lot to serve the Promenade. When Staff began to negotiate with the owners for the acquisition of these parcels, it quickly became apparent that the Ryans favored a trade of land with the City instead of the City's outright acquisition of the subject parcels. Such a trade, as suggested by the Ryans, is possible since the City owns the Northwest Business Park property located immediately north of the Ryan land. After many months of negotiations on the details of such a land trade, Staff and the Ryans have reached an agreement that is acceptable to both parties.

During the course of these negotiations, the Ryans have also determined that it would be in their best interests to seek the annexation of their land into the City of Westminster. City Staff also believes that an annexation of this enclave would be beneficial to the City. An annexation agreement has been prepared that outlines the terms under which this annexation would occur. A paramount condition of the proposed annexation would be the approval of the desired land trade.

Staff Recommendation

Authorize the Mayor to execute the Annexation Agreement and Real Estate Exchange Agreement with the Ryans.

Background Information

The proposed annexation agreement is necessary to establish an agreement on the parcel's zoning which will allow the exchange of property proposed in the Real Estate Exchange Agreement to proceed prior to the actual annexation of the unincorporated area. The Annexation Agreement specifies that the property will be developed in accordance with the "business park" designation of the City's Comprehensive Land Use Plan, and the uses contemplated in the Plan are reiterated in the body of the Agreement. Typically, they include offices, banks, light industrial, research and development, hotels and retail uses which are primarily oriented to the office uses. The Annexation Agreement requires that the Ryans prepare all necessary documents for the annexation and zoning of the property in accordance with City Code.

The Annexation Agreement also requires that the Ryans include as part of the annexation an old right-of-way which was platted but never built upon, located on the west side of the property. Staff will recommend after application is made by the Ryans that said right-of-way be vacated by the City Council when the annexation is completed. The actual annexation procedure will begin after a petition and map have been received by the Staff. At that point, all procedures required by State Statutes will be followed.

In order to construct Westminster Boulevard and a public parking lot for the Westminster Promenade project, the City must acquire 4.58 acres of the current Ryan ownership. The Ryans have requested that, instead of an outright purchase of the parcels, the City trade 6.74 acres of adjacent, City-owned land. This adjacent property is part of the former Northwest Business Park P.U.D. that the City acquired after the private owners defaulted on the 104th Avenue Special Improvement District assessments. While the gross land areas involved are NOT of equal size, several factors make this a fair deal for the City as well as for the Ryans. These considerations are as follows:

- > The Ryans will assume the responsibility for the future payment of recovery costs associated with the construction of Westminster Boulevard and the installation of utilities within this street along a much longer frontage than would be associated with their current ownership.
- > The Ryans will assume the responsibility for the future construction of extended Reed Street along their new northern property line - a responsibility that they would not face with their current ownership.
- > The Ryans will assume the responsibility for the payment of 104th Avenue/U.S. 36 Interchange Special Improvement District assessments on the currently City-owned land that they gain in trade (after the City pays the 1997 assessment). None of the land that the City will receive from the Ryans is subject to these assessments.

Staff believes that these conditions offset the net gain in land area that the Ryans will realize from the trade. Both City Staff and the Ryans are satisfied with the terms of the land trade.

Respectfully submitted,

William M. Christopher, City Manager
Attachments

Date: July 28, 1997

Subject: Radio Maintenance Contract

Prepared by: Dan Montgomery, Chief of Police and Janice Kraft, Support Services Manager

Introduction

City Council action is requested to authorize the City Manager to sign a contract for radio maintenance with Ericsson Mobile Communications, Inc., and to approve a General Fund Contingency transfer in the amount of \$51,961 for the increase in radio maintenance costs for the balance of 1997 and replacement of the radio microwave system.

Summary

In 1992, the Cities of Arvada and Westminster jointly purchased a 800Mhz radio system for all City departments use. A maintenance agreement had been in effect with Nextel Communications until March 1997. Nextel made a surprise business decision to pursue sales rather than service and opted not to renew the existing contract. At the same time, the City experienced a failure in the microware link to the main communications transmitter tower on Eldorado Mountain.

The radio system is a vital link in emergency services and city government operations. Maintenance of the system is imperative and cannot lapse. Because of this, Arvada and Westminster Staff concluded it was important to move quickly to identify a firm to continue the radio maintenance. Then at a later date, take the necessary steps to bid out this contract. The most logical firm to fill the current radio maintenance void is Ericsson Mobile Communications, which is the same firm that originally supplied this radio equipment.

A contingency transfer of \$13,074 is necessary to cover the amount of this new radio maintenance contract above and beyond what was approved for this purpose in the 1997 General Fund budget for the balance of the year.

A contingency transfer of \$38,887 is also necessary to cover the expense of replacing the microwave system that links the City of Westminster and the City of Arvada with the main radio transmitter site located on Eldorado Mountain. This microwave hop has failed, the manufacturer is no longer in business, and spare parts are unavailable. Alcatel Network Systems has been awarded the Colorado State Bid for radio microwave systems and the City of Westminster and Arvada will purchase this equipment through the State Contract which satisfies City bidding requirements.

Staff Recommendation

1. Authorize the City Manager to sign the Maintenance agreement with Ericsson Mobile Communications, Inc. for maintenance of the radio system jointly shared by the City of Arvada and the City of Westminster for the balance of 1997.

2. Adopt Resolution No. , authorizing a transfer from the General Fund Contingency of \$51,961 to cover the increase in radio maintenance costs and to purchase a radio microwave system replacement.

Background Information

The maintenance agreement previously in effect was with Nextel Communications. The City has had a lengthy and satisfactory history with Nextel. Though their company name has changed throughout the years, they have been the service provider for the City's radio system for 18+ years. Unfortunately for the Cities of Westminster and Arvada, Nextel Communications has decided to focus their efforts on providing digital communications networks.

Arvada and Westminster were contacted by Ericsson, the radio system provider, who offered to provide maintenance services through a third party vendor, Legacy Communications, Inc. This agreement would carry the critical maintenance of the radio system until the Cities could determine their options and evaluate the market for radio maintenance companies. Staff from Arvada and Westminster have met with representatives from Ericsson and Legacy and determined that this option would continue the same level of service that the Cities require for this critical communications link. The City of Westminster's portion of the contract will be \$61,560 annually. The funds for radio maintenance are budgeted yearly by each City department. Arvada's City Council has approved this agreement with Ericsson for radio maintenance at their meeting on June 16, 1997.

The Cities have enjoyed a good working relationship with Nextell over the years, and due to the history that the Cities have had with them, they were willing to keep the maintenance costs lower than the market average. General Fund monies are approved yearly for radio maintenance, but the contract price with Ericsson is higher than with Nextell and will require a supplemental appropriation of \$13,074 to continue maintenance service through the end of 1997.

One of the key components of the radio system "backbone" is the microwave link from the main transmitter site at Eldorado Mountain to the Westminster Police Building. From the Police Building, the microwave signal is then sent to the City of Arvada via another microwave hop. The microwave system carries radio messages back and forth between the transmitter site, field units and the emergency dispatch consoles at Westminster and Arvada Police Departments. The link to Eldorado for both Cities is down due to equipment failure. The subcontractor to Ericsson who provided this microwave system, Granger Communications, has gone out of business and there is no supply of parts available.

Since this microwave link is one of the most critical components of the entire radio system, it must be replaced. Alcatel Network Systems has been awarded the Colorado State Bid for radio microwave systems and the Cities of Westminster and Arvada will purchase this equipment through the State Contract. This failure was unanticipated. Therefore, it will require a supplemental appropriation to cover Westminster's half of the expense in the amount of \$38,887.

Respectfully submitted,

William M. Christopher
City Manager

RESOLUTION

RESOLUTION NO.

INTRODUCED BY COUNCILLORS

SERIES OF 1997

MICROWAVE SYSTEM REPLACEMENT AND RADIO MAINTENANCE COSTS - CONTINGENCY TRANSFER

WHEREAS, City Council recognizes the radio system as a vital link in emergency services and city government operations, and

WHEREAS, City Council supports the maintenance of this radio system to insure that citizen safety is not compromised and City services are not interrupted, and

WHEREAS, City Council supports transfers from the General Fund Contingency for unanticipated or additional costs, and

WHEREAS, the General Fund Contingency currently has a balance of \$715,670

NOW, THEREFORE, be it resolved that the Westminster City Council resolves that:

\$51,961 be transferred from the General Fund Contingency to the Police Department Support Services Division Equipment Maintenance Account, 10-20-29-279-000, for the purpose of increased radio maintenance costs (\$13,074) and replacement of the radio microwave system (\$38,887) as listed in the City Council Agenda Memorandum dated July 28, 1997.

Passed and adopted this 28th day of July, 1997.

ATTEST:

Mayor

City Clerk

Date: July 28, 1997

Subject: Little Dry Creek Trail GOCO Grant

Prepared by: Philo Shelton, Park Project Engineer

Introduction

City Council action is requested to pass on first reading the attached Councillor's Bill re a supplemental appropriation of \$50,000, the amount of the 1997 Great Outdoors Colorado (GOCO) grant award, into the General Capital Improvement Project Fund for construction of the Little Dry Creek Trail project. City Council action is also requested to adopt the attached Resolution authorizing the City Manager to sign a contract with GOCO regarding the City's obligation of matching funds for construction of the Little Dry Creek Trail project. The City already has budgeted the matching funds in the Little Dry Creek Trail account as part of the construction contract with Randall & Blake.

Summary

On December 2, 1996, Staff applied for a \$75,000 trail grant sponsored by Colorado State Parks and Great Outdoors Colorado (GOCO) Trust Fund for Little Dry Creek Trail. The City was awarded the grant in the amount of \$50,000 on April 9, 1997 for the construction of the trail. Due to the high demand for these grants most projects were awarded partial funding.

The City of Westminster was awarded an Intermodal Surface Transportation Efficiency Act (ISTEA) grant in 1992 in the amount of \$957,330 from the Denver Regional Council of Governments (DRCOG) for construction of Little Dry Creek Trail from England Park to the confluence of Clear Creek. This amount of funding was not enough to complete the design and construction of the project and Staff applied for this GOCO grant to help complete the remaining section of trail along Little Dry Creek that connects to 64th Ave. and Clear Creek Trail. In December 1996, City Council awarded a contract with Randall and Blake to construct the major portion of the Little Dry Creek Trail funded by the ISTEA grant which is almost complete. The grant of \$50,000 will be used to pay for a change order to Randall and Blake to complete the missing section of trail, lighting of the Lowell underpass by Public Service Company, trail signs, and pay for supplies for a volunteer project.

Staff Recommendation

1. Pass Councillor's Bill No. on first reading appropriating \$50,000 into the General Capital Improvement Fund and authorize these funds for construction of the Little Dry Creek Trail project.
2. Adopt Resolution No. authorizing the City Manager to sign a contract with Great Outdoors Colorado regarding the City's obligations for the construction of the Little Dry Creek Trail project.

Background Information

The State of Colorado, through Lottery proceeds, has developed a State Trails Program for distribution of grant funds to governmental agencies and non-profit organizations throughout the State by competing in a grant application process. The Colorado Lottery is providing additional funding to the State Trails Program from GOCO to enhance the trail grant program. The Little Dry Creek Trail grant is being funded by the GOCO portion of funding.

Staff submitted an ISTEA grant application to DRCOG in 1991 to design and construct the Little Dry Creek Trail system from England Park at 72nd Avenue and Raleigh to the Clear Creek confluence. DRCOG approved the \$1.2 million Little Dry Creek Trail project and awarded an 80% matching grant in the amount of \$960,000 and Westminster is required to match 20% in the amount of \$240,000.

A majority of the proposed Little Dry Creek Trail project is outside of the City of Westminster boundary, which ends at Lowell Boulevard. An Intergovernmental Agreement (IGA) between City of Westminster and Adams County was approved and completed on October 24, 1994. In summary, the IGA states that each governmental entity (the City of Westminster and Adams County) will be responsible for maintenance, law enforcement, and public liability for the portions of trail located in their jurisdiction. Staff has also been coordinating with Adams County and the Urban Drainage and Flood Control District for future drainage and flood control issues, and Burlington Northern for two railroad bridge underpasses on Little Dry Creek, which will also be used as an underpass for the Little Dry Creek Trail.

As a budget overview, the Little Dry Creek Trail project original budget developed in 1991, to secure the ISTEA grant, was estimated at \$1.2 million for design, right of way (ROW) acquisitions and construction (\$99,000 for design, \$151,000 for ROW acquisitions, and \$950,000 for construction). However, over a period of five years, costs have increased due to regulatory guidelines established by the federal government and implemented by CDOT within the ISTEA grant. Current design and construction costs, and ROW acquisitions/easements expenses have also increased. The new cost estimate for design, ROW acquisitions and construction is \$1.6 million, which is \$300,000 higher than the 1991 projection.

In April 1996, City Council adopted a resolution to authorize the City Manager to sign a contract with CDOT for \$1,196,663 (the ISTEA grant portion is \$957,330 and the City's portion is \$239,333). In May 1996, City Council approved the use of Open Space funds of approximately \$300,000 for acquiring the right of way for the trail. Finally, \$67,000 was taken from the Trail Development CIP fund to pay for approximately 2,200 linear feet of trail east of Federal Blvd. to Zuni Street which completed the ISTEA portion of the Little Dry Creek Trail. In addition, the \$67,000 of Trail Development funds were used as the matching portion of funds for the \$50,000 GOCO grant.

The project was advertised and bid according to the City's purchasing ordinances and CDOT procedures. Fifteen contractors attended the mandatory pre-bid meeting and 30 copies of construction documents were sold to various contractors and suppliers. The apparent low bid of \$1,001,057 was awarded by City Council to Randall and Blake.

Staff will request a reimbursement of only the actual expenses for construction of the Little Dry Creek Trail project once construction has been completed. The ISTEA grant portion of the Little Dry Creek Trail is nearing completion. The GOCO grant of \$50,000 will be used to pay for a change order to Randall and Blake to complete the missing section of trail at 64th Ave. and Clear Creek, lighting of the Lowell underpass by Public Service Company, trail signs, and pay for supplies for a volunteer project.

Respectfully submitted,

William M. Christopher
City Manager

Attachments - Resolution, Councillor's Bill and Project map

RESOLUTION

RESOLUTION NO.

INTRODUCED BY COUNCILLORS

SERIES OF 1997

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTMINSTER
DEFINING RESPONSIBILITY TO THE STATE BOARD
OF THE GREAT OUTDOORS COLORADO TRUST FUND

WHEREAS, the City of Westminster supports the completion of Little Dry Creek Trail Project; and

WHEREAS, the The State Board of the Great Outdoors Colorado Trust Fund awarded Westminster a grant in the amount of \$50,000 in 1997 for construction of Little Dry Creek Trail, subject to the execution of a grant agreement; and

NOW, THEREFORE, the Westminster City Council hereby resolves that the City Manager on behalf of the City of Westminster shall enter into an agreement with The State Board of the Great Outdoors Colorado Trust Fund on a contract for Little Dry Creek Trail project, and the City of Westminster shall be responsible for providing matching funds as identified in the contract for construction of Little Dry Creek Trail project. This resolution to be in full force and affect from and after its passage and adoption.

Passed and adopted this 28th day of July, 1997.

ATTEST:

Mayor

City Clerk

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. _____

SERIES OF 1997

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE INCREASING THE 1997 BUDGET OF THE GENERAL CAPITAL IMPROVEMENT PROJECT FUND AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 1997 ESTIMATED REVENUES IN THE FUND

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 1997 appropriation for the General Capital Improvement Project Fund, initially appropriated by Ordinance No. 2473 in the amount of \$11,285,000 is hereby increased by \$50,000 which, when added to the fund balance as of the City Council action on July 28, 1997, will equal \$43,197,625. The actual amount in the General Capital Improvement Project Fund on the date this ordinance becomes effective may vary from the amount set forth in this section due to intervening City Council actions. This increase is due to the appropriation of a Great Outdoors Colorado grant for the construction of Little Dry Creek Trail

Section 2. The \$50,000 increase in the General Capital Improvement Project Fund shall be allocated to City Revenue and Expense accounts which shall be amended as follows:

<u>Description</u>	<u>Current Budget</u>	<u>\$ Increase</u>	<u>Final Budget</u>
<u>REVENUES</u>			
Intergovernmental			
75-0478-000	\$145,000	<u>\$50,000</u>	\$195,000
<u>EXPENSES</u>			
Little Dry Creek Trail project			
75-50-88-555-367	\$1,297,935	<u>\$50,000</u>	
\$1,347,935			

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 28th day of July, 1997.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this _____ day of August, 1997.

ATTEST:

Mayor

City Clerk

Date: July 28, 1997
Subject: Councillor's Bill No. re City Property Easements
Prepared by: Sharon Widener, Assistant City Attorney

Introduction

City Council action is requested to pass the attached Councillor's Bill on first reading, authorizing the City Manager to grant limited easements on City property.

Summary

The City does not have an established procedure for the granting of easements across City property. Under the proposed ordinance, in cases where the requested easement is small and the purpose of the easement is not considered disruptive to the use of the property, the City Manager would be authorized to sign the easement agreement in order to expedite the process. In cases where the easement requires more than two acres or the purpose of the easement is more complex, the easement request would be submitted to Council for action.

Staff Recommendation

Pass Councillor's Bill No. on first reading, authorizing the City Manager to grant limited easements on City owned land.

Background Information

The City is sometimes requested to grant an easement, usually for placement of utility lines or for drainage from adjacent properties to a collector point. Generally the amount of affected property is quite small and it is considered reasonable to grant the easement to benefit adjacent property. No specific procedure has been established for this type of transaction where the City is granting a property interest, but not conveying the fee title to the property.

Because the acreage involved is quite small, it seems reasonable to allow the City Manager to sign the easement agreements. The ordinance limits the City Manager's authority to acreage no more than two acres; any easement requiring larger acreage would be brought to City Council. Also, where the easement is for a more extensive purpose, any easement would be brought to City Council for specific approval. The ordinance states that granting the City Manager this authority would not limit the City's ability to set terms and fees for an easement, nor would it require that an easement be granted.

Respectfully submitted,

William M. Christopher
City Manager

Attachment

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. _____

SERIES OF 1997

INTRODUCED BY COUNCILLORS

A BILL

**FOR AN ORDINANCE AUTHORIZING THE CITY MANAGER TO GRANT
EASEMENTS WHERE THE EASEMENT IS NO MORE THAN TWO ACRES.**

WHEREAS, the City owns certain real property, over which it may from time to time wish to grant easements for purposes such as utilities or drainage, and

WHEREAS, the City Council wishes to authorize the City Manager to grant such easements on behalf of the City where the acreage to be granted is no more than two (2) acres.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. Title 1, Chapter 12, Section 2 of the Westminster Municipal Code is hereby amended by the addition of the following:

1-12-2: (O) The City Manager is hereby authorized to grant easements over, under, and across City-owned real property by signing easement agreements and other written instruments necessary and customary to accomplish such grants. This authority is limited to easements where such easement is for utility, drainage, or similar limited purposes, and the easement consists of no more than two (2) acres. Nothing herein shall be deemed to require the City to grant any easement nor to limit or impede the City's ability to set terms and conditions of an easement and to fix fees therefore.

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 28th day of July, 1997.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 11th day of August, 1997.

ATTEST:

Mayor

City Clerk

Date: July 28, 1997

Subject: Councillor's Bill No. re Rental Property Maintenance Code

Prepared by: Dave Horras, Chief Building Official

Introduction

City Council action is requested to pass the attached Councillor's Bill on first reading which adopts a Rental Property Maintenance Code for the City. This new code will establish minimum standards for the maintenance of residential rental properties. Funding for the inspector position that will administer this proposed ordinance has been specifically allocated in the 1997 General Fund, Building Division budget.

Summary

As the City of Westminster and its housing stock grows older, there is increased concern with blighted and deteriorating structures and properties. In response to City Council's commitment to the revitalization of South Westminster, Staff has developed a Rental Property Maintenance Code to address the condition of deteriorating residential rental properties. These provisions will apply to such properties on a citywide basis.

The quality of housing has a direct impact upon the physical and mental health of a community. Many of the older residential rental units in the original Westminster area have fallen into various degrees of disrepair. The condition of some of these residential rental properties has deteriorated to a point that the surrounding neighborhoods are adversely effected and the general well being of the community is jeopardized. Unless action is taken to halt, and reverse the current trend, these properties, as well as others, will continue to deteriorate. The elimination of these conditions, the restoration of a safe environment, and the appearance of care and pride in these properties, are the primary objectives of this Rental Property Maintenance Code.

At present, the City has many codes and ordinances that are used to regulate new and remodeled properties, but there are few existing "tools" the City can use to require the conservation and rehabilitation of existing structures. In response to this concern, City Council has approved funding for the development and implementation of a new program. The attached ordinance is designed to address concerns about deteriorating rental housing in the City, and to preserve the quality of life for residents throughout the City of Westminster.

Staff Recommendation

Pass Councilor's Bill No. on first reading adopting the Rental Property Maintenance Code.

Background Information

Staff presented a Staff Report to City Council at the Study Session on April 7, 1997 which contained several issues that were considered in the development of a draft Code and an analysis of each issue. The analysis of the issues considered in the Staff Report are attached as part of this Agenda Memorandum.

Council expressed support for the proposed draft code and the identified objectives at that time. Since that time, Staff has been seeking public input on the draft of the Rental Property Maintenance Code, meeting with individuals who have expressed concerns, and making revisions to the draft document to address those concerns. The proposed code has also been reviewed and endorsed by the City's Board of Building Code Appeals.

Staff understands that acceptance and support of this Code by the community and the owners and managers of rental properties is critical in making this a successful program. Resentment against additional regulation and additional costs will inevitably be voiced by owners and managers of the properties that are directly affected. Because of this, efforts have been made to notify the property owners and managers that will be most affected by the adoption of this Code, and to solicit their input.

Direct mailings were sent to all identified apartment complexes and their management companies or owners notifying them of the intent to adopt maintenance standards for residential rental properties and offering draft copies of the Code to those who wished to review and comment on the draft. Letters were also sent to the Apartment Association of Metropolitan Denver, Tenant/Landlord Counseling of the Jefferson County Action Center, and Phillip Wayne, who is working with the Police Department on Landlord/Manager Training. Notices were also placed in the Westminster Window, City Edition and City Link. The public has been offered the opportunity to express concerns with the Code and this input process has resulted in a code that is fair and that meets the needs of the community.

The overwhelming response from the public who has reviewed the proposed new code has been very positive. With one or two exceptions, all think that the new code will help to regulate the rental properties that are not being adequately maintained and commended the City of Westminster in moving in this direction. Staff also received a number of good suggestions that have been incorporated into the final draft of the proposed code.

The implementation of the Property Maintenance Code is proposed as a two phase process. The first phase would be the adoption of the Rental Property Maintenance Code containing all of the technical provisions that meet the intent and address the desires of the City. After adoption of the Code, the City will start enforcing the code on a complaint basis, addressing those properties deemed to be in the worst condition. The second phase would be to implement an inspection program on multi-family rental properties. Such a program could be implemented after all multi-family rental units are identified, this action is tentatively scheduled for the end of 1997.

If steps are not taken to regulate the condition and maintenance of some of the City's rental structures, the community can expect to see the continued deterioration of these properties. The effect of this deterioration will become more widespread, impacting larger portions of the community. Adoption of this proposed code is a positive step in controlling the deteriorating living environments which currently exist for some Westminster residents.

Respectfully submitted,

William M. Christopher
City Manager
Attachments

Analysis of the issues that were considered in the
development of the proposed
Rental Property Maintenance Code

1. The property maintenance code should be developed to address the concerns unique to the City of Westminster.

Establishing the standards and the types of things that should be regulated as part of a property maintenance code is critical to adequately protecting the health and well being of the community. The City of Westminster is one of the few metro area cities that does not have some form of a housing code and is the largest jurisdiction in the state without such a code. Local housing codes have been developed and are enforced in a variety of ways. There are code development organizations such as the International Conference of Building Officials (ICBO) and the International Code Council (ICC) that publish housing and property maintenance codes as well as many jurisdictions that have developed their own codes. Staff has reviewed these different codes and looked at the desirability of each.

Staff believes that the new code should be specifically developed to address issues that may be unique to the City of Westminster. By developing a code using applicable provisions from other codes, Westminster's code can be tailored to meet all the needs of the City and include items that may not be part of the other codes such as site maintenance, nuisance issues, and enforcement provisions.

2. A property maintenance code should apply to only residential rental units within the City.

The property maintenance code is tied to the goal of the revitalization of the original Westminster neighborhood. In analyzing this area, a couple of factors seem to be unique.

Approximately one third of the rental structures in the City were built during the 1970's and many are showing signs of deterioration and are in need of repair. In fact, the majority of rental structures in the City (56%) are thirty years old or older.

A significant portion of the properties that make up the South Westminster area are residential rental properties. Approximately 2,675 out of a total of 9,600 rental units in the City are located south of 80th Avenue and east of Sheridan Boulevard, housing an estimated population of more than 6,000 residents. This area contains a much higher concentration of residential rental units when compared to the rest of the City. Approximately 28% of all residential rental units located in Westminster are located in the south Westminster area, an area that consists of only 8.5% of the City's housing units.

Most of the deteriorated residential units in the area appear to be rental units. To address this situation, Staff believes that the City should implement a rental property maintenance code.

3. Enforcement of an adopted property maintenance code should be primarily through civil enforcement with other options being available to deal with problem properties.

Compliance with the established requirements should be the goal of the enforcement provisions of the rental property maintenance code. The majority of violations should be handled in the same manner as the City's nuisance code violations, through a civil prosecution process by the issuance of summons and determination by municipal court action. This type of enforcement is simple and effective and is the type of enforcement generally used by the City's Code Enforcement unit within the Police Department.

Nevertheless, there will be situations where, ultimately, more forceful action such as injunctive relief or other forms of legal actions will be needed to remedy a condition. In extreme and rare situations, and as a last recourse, Staff believes that the City should have the power to vacate a property and correct the deficiencies by repair or demolition.

The enforcement provisions of the property maintenance code should provide a number of options to achieve compliance. Based on the extent of the violation, evicting tenants or not allowing units to be leased may be tools that are needed to effectively enforce the provisions of the code. The consequences of such extreme action such as possible legal action and negative press must also be acknowledged.

The typical method of enforcement of the property maintenance code would be handled in the following manner:

An initial inspection of the property would be performed based on either the schedule of inspections or a complaint. If the property is found to be in compliance there is no further action, but if not, a notice of violation would be issued to the owner or manager of the property. This notice will list the violations and give a specific date that the corrections need to be completed. The property owner may be granted an extension of time for repairs if substantial progress is being made towards compliance. If, upon a follow-up inspection, the corrections are made, no further action would be taken. If the required corrections are not made, the inspector would issue another correction notice, assess a reinspection fee, and again, give a specific date for correction of the violation(s). At this point, the inspector would also have the option of issuing a summons to the owner/manager. The inspector will also have the option of filing an action in municipal court for public nuisance, requesting that the court order the nuisance abated and allowing the City to abate and charge the costs to the owner if there is still no compliance.

An exception to this process would be if the property is considered an imminent hazard. In this case, the property would be ordered to be vacated immediately and not allowed to be reoccupied until the hazard is corrected.

There would be an appeals procedure established for those who believe that the code is being enforced improperly or that the inspector is exceeding his or her authority. Appeals would be heard by the Board of Building Code Appeals with any required actions held in abeyance until the requested appeal is heard. Again, the exception to this procedure would be in the case of an imminent hazard where the property would have to remain vacated during the appeals process.

4. The enforcement of a rental property maintenance code should be proactive and performed through a systematic inspection program of multi-family rental properties.

Staff recommends the implementation of a proactive, systematic inspection program of multi-family rental properties that contain other than one and two family residential units. Such a program would be the most effective method to gain compliance with the code and provide the most comprehensive enforcement of the code provisions on the properties that are of greatest concern. The implementation of an inspection program that uses a systematic schedule of inspections based primarily on the age of the property will provide the desired systematic approach. This approach would make sure all multi-family properties are inspected on a regular basis.

Enforcement of the code provisions, as they apply to one and two family dwelling rental units, is proposed to be based on complaints only. There are also provisions that will allow for inspection of other multi-family properties based on complaints or other reasonable causes.

5. A schedule of inspections should be established based on the age of rental properties.

It is the intent of the program to inspect properties on a frequency basis to assure identifying any problems. With more than 9,600 residential rental units in the City, most located in multi-family properties, it would take at least three inspectors to accomplish this type of systematic approach if required annually. Staffing for this program is currently limited to a single inspector.

It is assumed that newer properties will have significantly fewer problems than older properties. To effectively concentrate inspection efforts on more distressed properties, inspections of newer properties will be scheduled less frequently than on older properties. Properties less than 5 years old would not be scheduled for inspections, properties 5-20 years old would be scheduled to be inspected every four (4) years and properties over 20 years old would be inspected every two (2) years. Additionally, the frequency of inspection could be modified up or down by the City based on results of the latest inspections. If the property is being well maintained and the results of the latest inspection revealed very few violations, the inspection schedule for that property would be modified so that the property is inspected less frequently.

It is assumed that on the average, an inspector can inspect 12 units per day when considering administrative duties, leave time and other obligations. Based on this assumption, it would be expected that one inspector could inspect approximately 3,100 units per year. If the recommended schedule of systematic inspections is implemented, it should be possible for one inspector to staff the inspection program based on the frequency of inspections outlined above.

This would be the most effective way to maximize the efforts of a single inspector. The inspection scheduling could be modified if resources are added at some later date.

6 The City should not implement a rental licensing program.

City Staff recommends that the City should not implement a rental licensing program because of the additional administrative duties and the staffing levels needed to implement this type of program. While this type of program would be very inclusive, the initial work to identify and license more than 9,600 rental units would be an overwhelming task. The implementation of a rental licensing program would create significant additional administrative duties and place a time sensitive obligation on the City to inspect all of the rental units before the rental license expires. Staffing levels would need to be increased to administer the licensing program and adequately respond to the obligations to inspect and license rental properties.

Based on the needs for additional staffing to make a rental licensing program function properly, Staff is recommending implementation of an inspection program based on a systematic schedule of inspections as previously outlined. The implementation of a rental licensing program may be a more viable option in the future and could be implemented at some later date if considered desirable.

7. Fees should not be assessed for the basic inspection of rental properties or the administration of the rental property maintenance code.

City Staff recommends there should not be any fees charged for standard property maintenance inspections. Staff believes that the deterioration of rental housing stock is a City-wide issue and this program is a benefit to the community as a whole and it should be funded, for the most part, through the General Fund. It can be expected that any costs assessed to a property owner will be passed along to the residents and the issue of charging fees is an issue that has a potential to create additional opposition to the implementation of any type of property maintenance code. It is also thought that the owner who maintains their property in good condition should not have to incur additional costs.

However, the cost of repeated inspections and associated work due to non-compliance should not be assessed against the general public and should be the responsibility of the violator. Reinspection fees are proposed to be assessed against owners who fail to comply after a violation has been identified. The costs for an initial inspection along with a follow-up inspection will not be charged against the owner. However, all inspection after that point will be subjected to a reinspection fee for service outside of the normal process. The amount of the reinspection fee has not been established at this point, but is expected to be in the \$50 range for each additional inspection.

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. _____

SERIES OF 1997

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE CREATING A RENTAL PROPERTY MAINTENANCE CODE

THE CITY OF WESTMINSTER ORDAINS:

Section 1. Title II of the Westminster Municipal Code is hereby AMENDED BY THE ADDITION OF A NEW CHAPTER 14 to read as follows:

CHAPTER 14 - RENTAL PROPERTY MAINTENANCE CODE

11-14-1: GENERAL INTENT

(A) **Title.** These regulations shall be known as the Rental Property Maintenance Code of the City of Westminster, herein referred to as "this code".

(B) **Purpose.** The purpose of this code is to provide minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the use and occupancy, location, and maintenance of all residential rental properties within the City of Westminster. This code establishes minimum standards for basic equipment and facilities, for light, ventilation and heating; for safety from fire; for the use and amount of space for human occupancy; and for the safe and sanitary maintenance of residential rental properties.

(C) **Scope.** The provisions of this code shall apply to all existing residential rental buildings, including manufactured homes, and all existing premises, or portions thereof used, designed, or intended to be used for dwelling purposes on a rental basis as well as the site, including parking lots, driveways and landscaping, and accessory structures, such as fences, retaining walls, sheds, and other such structures. Rooming houses, congregate residences or lodging houses shall comply with all the requirements of this code for rental dwellings. Hotels, motels, bed and breakfast, and similar occupancies are specifically excluded from the requirements of this Code. Except as provided herein, properties, including buildings, or portions thereof, equipment, devices and safeguards, which were required by the Building Code shall be maintained in conformance with the Building Code under which they were installed, provided such continued use is not dangerous to life. Where there are conflicts between the Building Code and this Code, the provisions of this Code shall apply.

(D) **Non-Conforming Rights.** Except for smoke detectors as required by section 11-14-5(B), existing residential rental units that were constructed and approved under a previous edition of the Building Code shall be considered as demonstrating compliance with the construction provisions of this Code, provided that the approved construction is not dangerous to life or health. Nothing in this Code shall be construed to allow the degradation of those systems, devices and equipment required by the Building Code under which the building was constructed.

11-14-2: MINIMUM STANDARDS. No person shall let to another for occupancy any structure that does not comply with the requirements of this chapter. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a minimum level of compliance as required herein.

11-14-3: DEFINITIONS.

(A) For the purpose of this chapter the following terms are defined herein:

1. **Basement** is a portion of a building which has a floor level which is partly or completely below grade.
2. **Bedroom** is any room or space used or intended to be used for sleeping purposes.
3. **Building** is any structure used or intended for supporting or sheltering any use or occupancy.
4. **Building Code** is any of the codes currently adopted by the City regulating building and construction including, but not limited to, the Uniform Building Code, Uniform Plumbing Code, Uniform Mechanical Code, and the National Electrical Code, as adopted as part of Title 11, Chapter 9 of the Westminster Municipal Code.
5. **Dwelling** is any building or portion thereof which provides shelter for human habitation or residential purposes.
6. **Dwelling Unit** is any building or portion thereof which contains living facilities, including provisions for sleeping, eating, cooking, and sanitation, as required by the Building Code, for not more than one family.
7. **Efficiency Dwelling Unit** is a dwelling unit containing only one habitable room.
8. **Floor Area** is the area included within the surrounding exterior walls of a building or portion thereof, exclusive of vent shafts and courts. The floor area of a building, or portion thereof, not provided with surrounding exterior walls shall be the useable area under the horizontal projection of the roof or floor above.
9. **Habitable Space** is space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet compartments, closets, halls, storage or utility spaces, and similar areas are not considered habitable space.
10. **Infestation** shall mean the presence within or around a structure of insects, rodents, vermin or other pests of such kind, or in such numbers, as to cause a hazard to health.
11. **Occupancy** is the purpose for which a building or portion thereof is utilized or occupied.
12. **Owner** shall include any person who alone or jointly or severally with others:
 - (a) Has a legal or equitable interest in a dwelling unit, with or without accompanying actual possession thereof; or
 - (b) Acts as the agent of a person having a legal or equitable interest in a dwelling unit thereof; or
 - (c) Is the general representative or fiduciary of an estate through which a legal or equitable interest in a dwelling unit is administered.
13. **Premises** is a lot, plot or parcel of land including any structures thereon.
14. **Structure** is that which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.

15. **Tenant** is a person, corporation, partnership or group, whether or not the legal owner of record, occupying a building or portion thereof as a unit.

(B) For definition of terms not listed above refer to the Uniform Building Code.

11-14-4: SPACE AND OCCUPANCY STANDARDS.

(A) **Improper Occupancy.** Buildings or structures shall not be used for purposes other than those for which the building or structure was designed or intended or in violation of any other provisions of the City Code or ordinances.

(B) **Room Dimensions.**

1. **Ceiling Heights.** Habitable rooms in rental dwelling units shall have a ceiling height of not less than seven (7) feet. In rooms with sloped ceilings, the required ceiling height shall be provided in at least 50% of the room. No portion of any room with a ceiling height of less than 5 feet shall be considered as contributing to the minimum floor area as required in subsection 2. below.

2. **Floor Area.**

(a) Every rental dwelling unit shall contain at least one hundred fifty (150) square feet of habitable floor space for the first occupant and an additional one hundred (100) square feet of floor space for each additional occupant. Every room used for sleeping purposes shall have at least seventy (70) square feet of floor space for the first occupant and an additional thirty (30) square feet of floor space for each additional occupant.

(b) The Building Official may waive or modify the above-stated minimums in appropriate circumstances such as the birth or adoption of additional children, a temporary need for medical care for a family member, or care of children by a non-custodial parent.

3. **Width.** No room used for living or sleeping purposes shall be less than 7 feet in any dimension. Each toilet shall be installed in a clear space of at least 27 inches in width.

(C) **Light and Ventilation.**

1. **General.** For the purpose of determining light or ventilation required by this section, any room may be considered as a portion of an adjoining room if one half of the common wall is open and unobstructed and provides an opening of at least 10% of the floor area of the interior room.

2. **Light.** Every habitable room within a rental dwelling unit shall be provided with windows or skylights with an area of at least 10% of the floor area. All public hallways, stairways and other exitways shall be illuminated at all times with not less than 5 footcandles at the floor level.

3. **Ventilation.**

(a) Habitable rooms within a rental dwelling unit shall be provided with natural ventilation by means of at least one operable exterior window or skylight with an area of not less than 1/20 of the floor area with a minimum of 5 square feet.

(b) In lieu of required exterior openings for natural ventilation, an approved mechanical ventilation system may be provided. Such system shall be capable of providing two air changes per hour in all habitable rooms and public hallways. In such case, one fifth of the required air supply shall be taken from the outside.

(c) Bathrooms, water closet compartments and similar spaces shall be provided with natural ventilation by means of openable exterior openings with an area not less than 1/20 of the floor area of such rooms with a minimum of 1 1/2 square feet.

(d) In lieu of required exterior openings for natural ventilation in bathrooms containing a bathtub or shower and similar rooms, mechanical ventilation system connected directly to the exterior capable of providing five air changes per hour shall be provided. The point of discharge of exhaust shall be at least 3 feet from any opening into the building. Bathrooms containing only a toilet or lavatory or combination thereof, and similar rooms may be ventilated with an approved mechanical recalculating fan or similar device designed to remove odors from the air.

(D) Sanitation.

1. **Rental Dwelling Units.** Every rental dwelling unit shall be provided with a toilet, lavatory, and either a bathtub or shower. These facilities shall be located within the same building as the occupants and occupants shall not be required to go outside the building or through another dwelling unit to reach the facilities.

2. **Fixtures.** All plumbing fixtures and piping shall be maintained as provided in the Building Code. Each plumbing fixture shall be provided with hot and cold running water necessary for its normal operation and be properly connected to an approved water and sewer system. Plumbing system waste piping shall be maintained free of all sewage obstructions and leaks. Potable water piping shall be free of leaks that cause a consistent flow of water. All plumbing fixtures shall be of smooth, impervious, easily cleanable surfaces and be maintained in safe and sanitary working condition free of cracks, breaks and leaks. All plumbing fixtures shall be of an approved glazed earthenware type or similar nonabsorbent material.

3. **Lavatory Basins.** Every room containing a toilet shall have a lavatory located in the same room or in the room immediately adjacent to the room containing the toilet. Laundry tubs, kitchen sinks, or bathtubs are not acceptable substitutes for lavatory purposes.

4. **Room Separation.** Every room containing a toilet, bathtub or shower shall be completely enclosed by partitions, doors, or windows from floor to ceiling and wall to wall which will afford privacy to the occupant.

5. **Bathtub and Shower Enclosures.** The interior of every shower enclosure shall be watertight, maintained in sound condition, and be easily cleanable. Walls and floors of every shower enclosure shall be made of smooth, non-absorbent materials free of sharp edges and properly sloped to drain completely. Joints in any bathtub or shower enclosure shall be maintained waterproof with caulking or similar material. Repairs shall be required if more than two square feet of the enclosure wall or floor is no longer waterproof or more than four linear feet of caulking has failed or if the leak is causing an unsafe electrical condition.

6. **Kitchen Sink.** Every rental dwelling unit shall contain a kitchen sink of seamless construction and impervious to water and grease. Sinks shall be provided with garbage disposals as required by the Building Code.

7. **Openings for Piping.** All exterior openings into the interior of the building, including those in a crawl space, provided for the passage of piping shall be properly sealed with snug fitting collars of metal or other material so as to be rodent and insect resistant and securely fastened in place.

(E) Structural Requirements.

1. **General.** Roofs, floors, walls, foundations, ceilings, stairs, porches, all other structural components, and all appurtenances thereto shall be capable of resisting any and all forces and loads to which they may be normally subjected, and shall be kept in sound condition and in good repair.

2. **Foundations.** Every foundation shall be maintained plumb and free of open cracks and breaks, kept in sound condition and good repair, and shall be weathertight and watertight.

3. **Weather protection.** Every foundation, floor, roof, ceiling, and exterior and interior wall shall be weathertight and watertight and maintained free of holes, cracks or other defects that admit rain so as to provide shelter for the occupants against the elements and to otherwise exclude dampness.

4. **Interior maintenance.** Floors, walls and ceilings shall be secure and free of holes, cracks, and breaks. Floor coverings shall be free from any defects that could cause tripping or would prevent the floor from being easily cleaned. Floor coverings such as carpeting, tile, linoleum, and similar material shall be repaired or replaced when more than 10% of the floor covering area is severely deteriorated or if defects create an unsafe or unsanitary condition. Floor coverings that have tears in excess of six inches that are raised above the floor surface to present a tripping hazard shall be repaired.

5. **Drainage.** All rain water shall be so drained and conveyed away from every roof and away from every foundation so as to not cause dampness in basements or in walls, ceilings or floors of any building, or erosion of exterior surfaces. Water shall not be discharged in a manner that adversely effects the safety of the general public.

(F) Mechanical Requirements.

1. Heating.

(a) Every rental dwelling unit shall be provided with heating facilities capable of maintaining a minimum room temperature of 70° F. at a point 3 feet above the floor in all habitable rooms, bathrooms, and water closet compartments when the outside temperature is zero degrees fahrenheit. Electric heating appliances that are not permanently installed, cooking appliances of any type, or decorative appliances shall not be considered heating facilities for the purpose of providing heat as required by this section. Unvented fuel-burning heaters or decorative appliances are not permitted except as permitted and approved by the Building Division.

(b) All heating devices or appliances shall be of an approved type and installed as required in the Building Code and maintained in safe working condition. Required clearances to protected or unprotected combustible materials shall be maintained for heating equipment as well as sufficient clearance to permit the cleaning, maintenance, service and repair of the appliance. Required clearances are those listed on the equipment or otherwise required by the Building Code. Venting systems for gas-fired appliances shall be maintained in accordance with the Building Code.

(c) Except within an efficiency dwelling unit, gas-fired water heaters shall not be installed in any sleeping area. Water heating equipment serving any dwelling unit shall be capable of providing water at a temperature of at least 120° F at the fixture outlet and a recovery capacity of at least twenty gallons per hour for each dwelling unit. Water heaters shall be provided with an approved temperature and pressure relief valve and drain extension that terminates at an approved location.

2. Electrical.

(a) All electrical equipment, wiring and appliances shall be installed and maintained in a safe manner in accordance with the Building Code. All electrical equipment shall be permanently installed and be an integral part of the electrical wiring of the entire building. Electrical appliance or fixture cords shall be protected with proper coverings having no frayed or exposed wiring.

(b) Every habitable room, bathroom, kitchen, laundry room and public hallway shall have at least two convenience outlets or one convenience outlet and one electric light fixture. Every water closet compartment, furnace room and public stairway shall contain at least one electric light fixture.

3. **Extension cords.** Extension cords shall not be used as permanent electrical wiring or required electrical outlets. No extension cords shall extend or pass from one room to another room. No extension cord shall be placed across any doorway, through any wall or partition, or in an area where such cord is subject to physical damage.

(G) Exits.

1. **General.** All buildings or structures shall be provided with exits, including stairways, handrails, and guardrails, and have access to the public way as required by the Building Code. All doors, windows, corridors, stairways, fire escapes or other means of egress shall be maintained free of stored or discarded materials or other obstructions or locks as to prevent or impede egress from the building or structure.

2. **Dwelling units.** Every rental dwelling unit or guest room shall have access directly to the exterior of the building or to a public corridor that leads to the exterior. Sleeping rooms located below the fourth story and in basements shall have at least one operable window or exterior door meeting the Building Code requirements for emergency escape or rescue. These required windows or doors shall be operable from the inside to provide the required full clear opening without the use of separate tools or keys and not requiring special knowledge or effort.

11-14-5: FIRE PROTECTION.

(A) General. Required fire rated assemblies shall be maintained as specified in the Building Code. Such assemblies shall be properly repaired, restored, or replaced when damaged, altered, breached, penetrated, removed or improperly installed. Fire protection equipment, including but not limited to extinguishing systems, fire alarm systems, smoke detectors, and fire extinguishers, shall be maintained in good and safe working condition as required by the Fire Department.

(B) Rental Dwelling Units. Smoke detectors shall be installed in all rental dwelling units or guest rooms as required in section 11-10-6(A) of the Westminster Municipal Code.

11-14-6: EXTERIOR MAINTENANCE AND ACCESSORIES.

(A) Weather protection. Buildings, or portions thereof, shall have exterior walls that are weathertight and watertight, and kept free of deterioration, holes, breaks, or loose boards or coverings. Roof surfaces shall be watertight and not have any defects that that will allow water to enter into the structure.

(B) Exterior maintenance.

1. The exterior finish of all structures shall be maintained. If the exterior finish of a structure is paint or stain, the structure shall be painted or stained prior to a time when the exterior finish has substantially deteriorated.

2. All architectural projections such as cornices, moldings, lintels, sills and similar projections shall be maintained in good repair and free of defects.

3. All chimneys, antennae, vents, gutters and downspouts and similar projections or building accessories shall be structurally sound and in good repair. Such projections shall be properly secured, when applicable, to an exterior wall or roof.

(C) Windows and doors. Windows and exterior glazing shall be soundly and adequately glazed, free from loose and broken glass and cracks that could cause physical injury or allow the elements to enter the structure. Exterior doors shall be maintained weathertight, watertight and rodentproof. Exterior doors of rental dwelling units shall be solid core or equivalent and be provided with a deadbolt locking device that tightly secures the door.

(D) Screens. Screens shall be provided for all operable windows. All screens shall be maintained in good repair and free from tears, holes, or other imperfections of either screen or frame that would admit insects such as flies, or mosquitoes. Screens with holes one square inch or larger or with tears in excess of two inches shall be repaired or replaced. Screens shall not be damaged or warped, shall fit tight in the framework of the window, and be removable for cleaning and maintenance purposes.

(E) Infestation. All structures and exterior property shall be maintained free of rodent, insect or vermin infestation which creates an unsafe or unsanitary environment on the subject, or adjacent buildings or properties.

(F) Addresses. Address numbers a minimum of 3" in height shall be provided on every occupiable building or structure located so as to be visible from the street. Individual rental units within a building or structure shall be individually identified.

(G) Accessory Structures. All accessory structures shall be maintained in a state of good repair or removed from the site. Such structures shall include, but not be limited to, clubhouses, offices, maintenance buildings, carports, retaining walls, fences, garages, and miscellaneous sheds or structures.

11-14-7: SITE MAINTENANCE.

(A) General. The accumulation of weeds, vegetation, junk (to include, but not be limited to, abandoned, unused or nonoperational appliances, equipment, vehicles, machinery, or household furnishings), dead organic matter, debris, garbage, stagnant water, combustible materials or similar materials or conditions shall be subject to the provisions of Title 8, Chapters 1-3 of the Westminster Municipal Code and shall be subject to abatement provisions therein.

(B) Parking Areas. All parking areas shall be kept free from potholes, cracks or other deterioration. No dirt, grass or sod parking areas are allowed. All striping and signage, including parking signage and fire lane or access signage shall be maintained in good condition and clearly legible.

(C) Landscaping.

1. All landscape areas shall be landscaped with approved landscaping, including grass, shrubs, and trees. All landscaping areas shall be maintained and all dead or severely damaged plant materials shall be replaced with plant materials as required by the City of Westminster Landscape Regulations. All turf areas shall be maintained so that no grass or weeds exceed six (6) inches in height. Landscape areas are defined as the general landscape area, right-of-ways and detention or pond areas. Driveways, hardscape parking areas, patios or walks are not included as landscape areas.

2. Within five (5) years of the adoption of this Code, all single-family detached and duplex residential rental properties shall be provided with one tree and three (3) shrubs in the front yard landscape area. A minimum of seventy-five (75) percent of the front lawn area shall be covered by living plant material such as grass, shrubs, or ground cover.

3. Within five (5) years of the adoption of this Code, all single-family attached and multi-family residential rental properties shall be provided with one tree and three (3) shrubs per 1,000 square feet of landscaping area, except that properties with an existing landscape plan as part of an approved Official Development Plan shall be maintained as required by such plan.

(D) Trash. Trash enclosures shall be installed and maintained as required by the Westminster Municipal Code. All trash shall be kept inside the enclosure. Oversized trash that will not fit within the trash enclosure shall be removed from the property as required by City Code.

11-14-8: VACANT OR ABANDONED BUILDINGS.

(A) Vacant or abandoned buildings shall be secured to prevent unauthorized entry.

(B) Exterior building maintenance and site maintenance of abandoned or vacant buildings shall be the same as required for occupied buildings.

(C) Vacant or abandoned buildings and properties shall be maintained free of accumulations of combustible or hazardous material.

11-14-9: INSPECTIONS.

(A) General.

1. The City Manager or authorized representative shall establish a regular and orderly schedule to inspect all rental dwelling units within the City. Such schedule may be determined based upon the age of the dwelling units, size for the rental complex, number of complaints received from residents, or general condition of the rental property. Such schedule shall not preclude inspection of a rental property based on a request of a resident, owner or manager, or other complainant.

2. The Chief Building Official or Housing Code Inspector will conduct inspections of multi-family rental units within a rental complex in a systematic manner. Rental properties containing three or more dwelling units within a single structure will be scheduled for inspection based on criteria established by the city. Single family detached and duplex rental properties will be inspected on a complaint basis with no regularly programmed inspection schedule.

Individual rental units within an otherwise owner occupied complex or building will not be included in the systematic inspection program but instead will be inspected on a complaint basis in the same manner as one and two family rental dwelling units.

(B) Right of Entry.

1. Whenever necessary to make an inspection for compliance with the provisions of this Chapter as part of scheduled inspections throughout the City, or whenever the Chief Building Official or Housing Code Inspector (both referred to herein as "Inspector") has probable cause to believe that there exists upon any premises any condition which constitutes a violation of the provisions of this Chapter, the Inspector may enter such premises at all reasonable times to inspect the same or to perform any duty imposed on him, provided, that, if such premises is occupied, the Inspector shall first present proper credentials and request entry and, if such premises is unoccupied, he shall first make a reasonable effort to locate the owner or occupant or other person having charge or control of the premises, and upon locating the owner, occupant or other person in charge or control, shall present proper credentials and request entry. If the owner, occupant, or a person having charge or control cannot be located after a reasonable effort, a notice of intent to inspect shall be posed on the premises. The notice shall state that the property owner has the right to refuse entry and that, in the event such entry is refused, inspection may be made upon issuance of a search warrant by a Municipal Judge of the City.

2. If entry is refused, or twenty-four (24) hours after the premises have been posted, the Inspector may appear before the Municipal Judge and, upon a showing of probable cause, or upon a showing that the inspection is part of a systematic schedule of inspections, shall request a search warrant entitling the Inspector to enter upon the premises. Upon presentation of the search warrant and proper credentials, or possession of same in the case of unoccupied premises, the Inspector may enter upon the premises, using such reasonable force as may be necessary to gain entry.

3. For purposes of this subsection, "probable cause" exists where the facts and circumstances within the Inspector's knowledge are sufficient to warrant a person of reasonable caution in the belief that a code violation may exist. The person applying for such warrant shall not be required to demonstrate specific knowledge of the condition of the particular premises in issue in order to obtain a search warrant.

(C) Unlawful Resistance. It is unlawful for any owner, occupant, or person in charge or control to resist reasonable force used by the Inspector acting pursuant to this section.

11-14-10: INSPECTION PROCEDURES.

(A) Authority. The City Manager or authorized representative may inspect rental dwelling units and their associated properties in order to determine whether such properties comply with the provisions of this Code.

(B) Scheduling of Inspections.

1. The frequency of inspections on properties subject to systematic inspection will be scheduled as follows:

- Properties less than six (6) years old will not be scheduled for inspection.
- Properties between six (6) and twenty (20) years old will be inspected every four (4) years.

-Properties older than twenty (20) years will be inspected every two (2) years.

2. Based on the results of the latest inspection of the entire rental property the frequency of inspection may be modified to allow additional time between inspections. A modification of the scheduled inspection shall not be extended more than two years for any property and no inspection schedule shall exceed 6 years between inspections.

3. Inspections of single family detached, duplex and individual rental units within an owner occupied multi-family complex shall be scheduled based on complaints and inspected as needed based on requests made to the Inspector.

(C) Notification.

1. Every occupant of a rental dwelling unit shall, upon reasonable notice, give the owner or agent and the city manager or authorized representative access to any part of the dwelling unit or its associated properties at all reasonable times for the purpose of making inspections, repairs, or alterations as are necessary to effect compliance with the provisions of this code.

2. A letter of intent to inspect a property based on the systematic inspection schedule shall be mailed to the owner and/or manager of the property stating the proposed date and time of the inspection. Such notification shall give a minimum of thirty (30) days advance notice.

3. The inspector shall again notify the owner and/or manager at least seven (7) days in advance of the scheduled inspection to verify the time and date.

4. It shall be the responsibility of the owner and/or manager to notify the individual tenants of the property of the scheduled inspection and ensure access to the units scheduled for inspection.

5. Should the City need to cancel a scheduled inspection, a cancellation notice must be delivered to the owner and/or manager of effected property no later than three (3) days prior to the scheduled inspection date.

11-14-11: ENFORCEMENT. If, after notice and order to correct, an owner, occupant, or person in charge or control fails to timely correct the violation and fails to timely appeal the notice and order, the Inspector may issue a complaint and summons for prosecution in Municipal Court or for abatement as a nuisance.

11-14-12: UNLAWFUL CONDUCT; PUBLIC NUISANCE.

(A) It shall be unlawful for any person to use, maintain, own, occupy, or to allow the use, maintenance, or occupancy of any structure that does not comply with the requirements of this Chapter. "Person" includes any individual, partnership, corporation, association, or other type of entity capable of owning or managing property, or an agent, servant, or employee of any individual, partnership, corporation, association, or other entity capable of owning or managing property.

(B) The Chief Building Official and Housing Code Inspectors are hereby deemed peace officers for the limited purpose of enforcing the provisions of this Chapter, and shall have the power to issue complaints and summons for violations of these provisions, pursuant to Rule 206, Municipal Court Rules of Procedure, and Section 1-22-18 of this Code.

(C) Any person found guilty of violating any of the provisions of this Chapter shall, upon conviction thereof, be punished by a fine or imprisonment or both, pursuant to Section 1-8-1 of this Code. Each day that a violation of any of the provisions of this Chapter continues to exist shall be deemed to be a separate and distinct violation.

(D) A violation of any of the provisions of this Chapter is hereby declared to be a public nuisance, and may be abated according to the procedures established in this Code for the abatement of nuisances.

11-14-13: NOTICE OF NON-COMPLIANCE.

(A) Whenever the Inspector determines that a violation of this Chapter exists, the Inspector shall give notice of violation and order to correct to the owner, occupant, or person in charge or control of the premises. The notice shall be in writing and shall describe with reasonable detail the violation so that the owner, occupant, or person in charge or control may properly correct it.

(B) The notice shall provide a reasonable time for correction, no less than seven (7) and no more than ninety (90) days. The owner may request an extension of time which may be granted if the Inspector determines that substantial progress is being made to correct the violation.

(C) Notice shall be served by one of the following methods:

1. Personally to the owner, occupant, or person in charge or control.

2. If the owner, occupant, or person in charge or control cannot be located after reasonable effort, notice shall be posted on the premises and mailed to the owner at the address shown on County records. Service by mail shall be by certified mail, return receipt requested. Such notice shall be effective three days after mailing.

(D) **Inspection Report.** Upon completion of the property inspection the inspector shall leave written notice of results of the inspection on site with the owner and/or manager, or tenant, or post such notice on the property. The notice shall contain an itemization of any violations and set a period of time for correction not less than ten (10) days and not to exceed ninety (90) days.

(E) **Formal Notice of Non-Compliance.** A formal report of the inspection results shall be mailed to the property owner and/or manager within ten (10) days of the completion of an inspection. Such formal report shall include the results of the previous inspection, the period of time for correction and the scheduled reinspection date and time. The service of this notice of non-compliance shall be as required by the provisions of the code.

(F) **Reinspections.** Reinspections will be conducted to verify that the violations identified on the initial inspection have been corrected. Violations that were not noted on the initial inspection report but are discovered on the reinspection due to subsequent damage or deterioration or inspector oversight shall not be subject to correction as part of this inspection, but may be included on an additional inspection report and subject to the same provisions as the initial violation. Imminent hazards identified on a reinspection will be subject to the provisions of section 11-14-16.

(G) Reinspection Fees. A reinspection fee may be assessed for each reinspection when violations identified on the notice of non-compliance have not been corrected when such a reinspection is requested or by the date established for corrections in the formal notice. The assessment of a reinspection fee shall be established at \$50.00 for each subsequent reinspection resulting in non-compliance with the formal notice. Reinspection fees not paid in full within 30 days of assessment shall constitute a lien on the property and be recorded as such with the County Clerk.

(H) Extensions. If an owner and/or manager can not complete the required corrective action in the time set forth in the inspection notice, the owner and/or manager may request an extension to the completion date. Such request shall be made in writing and shall contain the reasons that an extension is necessary and the requested length of extension being requested. A request for extension shall be made to the inspector no less than three (3) days prior to a scheduled reinspection or the required completion date, whichever is earlier. If such extension is granted by the inspector there will be no penalty associated with such extension and any approved extension will not waive any of the previous requirements.

11-14-14: APPEAL.

(A) An owner, occupant, or person in charge or control may appeal a notice of violation and order to correct to the Board of Building Code appeals. A written notice of appeal shall be filed with the Building Division within seven working days of the date of the formal notice of non-compliance.

(B) The Board of Building Code Appeals shall hear the appeal as quickly as may be reasonable. Procedure for the hearing shall be as established in Chapter 10 of Title 2 of this Code. The time for compliance stated in the notice shall be suspended until the Board has met and issued its decision.

(C) An appeal of the decision of the Board shall be made to the District Court. The appellant shall pay for the costs of preparing a transcript and other expenses of preparation of the record of hearing before the Board.

11-14-15: REMEDIES.

(A) Securing Structures. Any building or structure that is abandoned or uninhabited and is dilapidated, deteriorated or has become a place frequented by trespassers or transients or has otherwise been declared as a hazard shall be deemed a public nuisance. The owner or person in charge will be given notice to secure the building or structure to prohibit occupancy. If corrective action is not taken, the City may abate the nuisance and charge any costs to the property.

(B) Recovery of Costs. The cost of enforcement proceedings together with the cost of abatement, if so ordered, shall be assessed in any judgment rendered. If the costs identified are not otherwise paid by the owner or person in charge they shall constitute a lien upon the property.

11-14-16: IMMINENT DANGER.

(A) If the Inspector finds any structure, premise or portion thereof presents an imminent hazard to life or health, the Inspector shall post the premises and order the property be vacated. Upon order to vacate, the property, or portion thereof, shall be posted as "Dangerous, Do Not Occupy" and written notification of the violations that deem the property, or portion thereof, as an imminent hazard shall be served as required in section 11-14-13.

(B) It shall be unlawful for any person to remove or deface the posted notice, or to occupy the property or to enter the structure except for the purpose of repair. The violations identified as causing the property, or portion thereof, shall be corrected and reinspected before the posting is removed and the property, or portion thereof, is reoccupied.

(C) The owner or agent of the owner may appeal the order to vacate to the Board of Building Code Appeals, in the same manner as stated in Section 11-14-14, except that the notice and order shall not be suspended pending a hearing.

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 28th day of July, 1997.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this day of August, 1997.

ATTEST:

Mayor

City Clerk

Date: July 28, 1997
Subject: Citizen Communication - Laurinda Pickard
Prepared by: Michele Kelley, City Clerk

Introduction

Ms. Laurinda Pickard has requested an opportunity to make a presentation to City Council regarding her Home Occupation business.

Summary

Ms. Laurinda Pickard, who resides at 10552 Garrison Street, will be present at Monday night's City Council meeting to discuss her specific home occupation business.

Ms. Pickard has indicated that her presentation will be 10 to 15 minutes long, and therefore this item has been placed on the Agenda under Item 12.

Ms. Pickard has prepared information for City Council to review which is attached and she will be available to answer any questions from City Council.

Staff Recommendation

Listen to the concerns of Ms. Pickard regarding her home occupation business and if deemed to be appropriate, direct Staff to research the matter.

Background Information

This Citizens Communication has been scheduled for Monday night's City Council meeting at the end of the meeting to allow for more than 5 minutes for the presentation and discussion.

The City Code does not allow home occupations to be operated outside of the dwelling unit. Code Enforcement personnel did respond to a citizen complaint about the business being operated outside of the house.

Respectfully submitted,

William M. Christopher
City Manager

Attachment: Notebook

Date: July 28, 1997
Subject: Financial Report for June 1997
Prepared by: Mary Ann Parrot, Finance Director

Introduction

City Council is requested to review the attached financial statements which reflect 1997 transactions through June, 1997.

Summary

There are three sections to the attached report:

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

General Fund revenues represent 52% of the total budget estimate while General Fund expenditures and encumbrances represent 48% of the 1997 appropriation.

Utility Fund revenues represent 54% of the total budget estimate.

Utility Fund expenditures and encumbrances represent 45% of the 1997 appropriation. The large amount encumbered is for payments to Thornton for treated water and to the Metro Wastewater Reclamation District for sewage treatment. Appropriations rose from \$21.962 million to \$25.562 million due to the carryover of \$3.6 million, which was subsequently loaned to WEDA.

The Sales and Use Tax Fund revenues represent 51% of the total budget estimate, while expenditures and encumbrances in that fund represent 51% of the 1997 appropriation. Total Sales and Use Tax revenues for the 25 shopping centers reported increased 20% from the same period last year and increased 10% year-to-date.

The Open Space Fund revenues represent 68% of the total budget estimate while expenditures and encumbrances in that fund represent 15% of the 1997 appropriation. In March, the City issued \$23,350,000 in bonds; \$12,000,000 was allocated for open space land purchases which will be spent later in 1997.

The Golf Course Fund operating revenues represent 47% of the total budget estimate while operating expenditures and encumbrances in that fund represent 59% of the 1997 appropriation. The encumbrances are for the golf cart lease and other foreseeable expenditures. In March, a portion of the 1992 Sales & Use Tax Revenue bonds were refunded. A portion of those bonds were used to finance construction of Legacy Ridge. The large revenue and expense is the golf course's portion of bond proceeds which were, in turn, expensed to the escrow agent for refunding.

Theoretically, 50% of revenues and expenditures should be realized after six months in the budget year. However, it is recognized that both revenues and expenditures do not occur on an even 1/12 flow each month of the year.

Staff Recommendation

Accept the report as presented.

Background Information

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

Respectfully submitted,

William M. Christopher
City Manager

Attachments

Date: July 28, 1997
Subject: Quarterly Insurance Report
Prepared By: Nancy Winter, Risk Management Specialist

Introduction

The following is a list of third party claims filed with the City from April 1, 1997 through June 30, 1997. No Council action is required at this time.

Summary

The information provided on each claim includes the claim number, date of loss, claimant's name and address, a brief 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 to make sure that the interests of both the City and the citizen are addressed in each instance. All of the claims listed in this report are in compliance with City Ordinance No. 1411 of 1984.

Staff Recommendation

Staff is not recommending any action at this time.

Background Information

The Risk Management Division received the following claims during the second quarter of 1997:

1. WS14637010 Date of Loss: February 26, 1997. Kenneth Baney, 9908 Hoyt Way, Westminster, CO 80021. Mr. Baney alleges a City employee backed a sand truck into his Toyota pick-up and caused damage to Mr. Baney's vehicle. Claimant seeks \$1,128.20 in damages. CIRSA settled the claim.
2. WS10357011 Date of Loss: March 16, 1997. Glenn and Juli Gordon, 8905 Field Street, #88, Westminster, CO 80021. Claimants allege that the City is responsible for medical bills incurred by Mr. Gordon when he was injured while resisting arrest by Westminster police. Claimants seek recovery of medical costs. CIRSA denied the claim.
3. WS10357012 Date of Loss: March 16, 1997. Robert Miller, 150 North 19th Avenue, Brighton, CO 80601. Mr. Miller alleges that Westminster Police Officers violated his Fourth Amendment search and seizure rights during a police action. Claimant seeks \$40,000 in damages. CIRSA is investigating the claim.
4. WS14637013 Date of Loss: February 28, 1997. David Cerrone, 3095 West 108th Avenue, Westminster, CO 80030. Mr. Cerrone alleges that the City is responsible for damage done to his company vehicle when it was struck by a City employee driving a snow plow. Claimant seeks \$1,624.33 in damages. CIRSA settled the claim for \$1,624.33.

5. WS10347014 Date of Loss: April 17, 1997. Mikhail Chayka, 7940 Quitman Street, Westminster, CO 80030. Mr. Chayka alleges that he incurred property damage and medical bills when he his vehicle was hit by a Police Officer driving a City patrol car. CIRSA is investigating the claim.

6. WS14627015 Date of Loss: April 25, 1997. Jim and Karla Flora, 3655 West 102nd Avenue, Westminster, CO 80030. Mr. and Mrs. Flora allege the City is responsible for damage done to their car windows. Claimants were required to park their cars on the street overnight due to concrete replacement work being done by the City in front of claimants' house. CIRSA denied the claim.

7. WS14627016 Date of Loss: April 25, 1997. Duane and Colleen Goode, 3635 West 102nd Avenue, Westminster, CO 80030. Mr. and Mrs. Goode allege the City is responsible for damage done to their car windows and for a stolen cellular phone. Claimants were required to park their cars on the street overnight due to concrete replacement work being done by the City in front of their house. CIRSA denied the claim.

8. WS10357017 Date of Loss: December 1, 1996. El Fugitivo Nightclub, 7301 North Federal, Westminster, CO 80030. EXDC, Inc., d/b/a El Fugitivo Nightclub, alleges that the Westminster Police Department made false and disparaging statements about the nightclub following the shooting of Pedro Vasquez. The amount of damages sought by claimant has yet to be identified. CIRSA is investigating the claim.

9. WS11417018 Date of Loss: April 18, 1997. Ruben Martinez, 3304 West 96th Avenue, Westminster, CO 80030. Mr. Martinez alleges the City damaged his vehicle during the City's large item pick-up collection when he found black streaks on the side of his car after seeing City employees in a City dump truck retrieving trash at his apartment complex. CIRSA denied the claim.

10. WS03117019 Date of Loss: February 6, 1996. 88th and Wadsworth Joint Venture, Standley Lake Shopping Center, 88th and Wadsworth Parkway, Westminster, CO 80021. Claimant alleges that the City breached claimant's contract when the City failed to collect recovery costs for property storm drainage improvements. Claimant seeks \$13,565.26 plus interest in damages and unpaid recovery costs. CIRSA denied the claim.

11. WS10297020 Date of Loss: Not stated. Joseph Nickolas, c/o General Delivery, Grand Junction Main Post Office, Grand Junction, CO. Claimant alleges City was involved in criminal action and had criminal intent to violate the United States and State of Colorado Constitutions, as well as conspiracy to commit damage to claimant. Claimant states that his property was seized and he was not told why this occurred. Damages are unspecified. CIRSA is investigating the claim.

12. WS12507021 Date of Loss: April 13, 1997. Gary Killcoyne, 7755 West 109th Place, Westminster, CO 80021. Mr. Killcoyne alleges that the City is responsible for medical bills and miscellaneous expenses incurred after Mr. Killcoyne slipped on the stairs at the City Park Recreation Center's pool. Claimant seeks approximately \$100,000 in damages. CIRSA is investigating the claim.

13, WS11467022 Date of Loss: April 29, 1997. Mark Rotchstein, 2885 West 128th Street, #1107, Denver, CO 80234. Claimant alleges that the condition of Westminster City streets; namely, cracks in the asphalt; caused damage to the front end and to the alignment of his vehicle. CIRSA denied the claim.

14. WS12517023 Date of Loss: April 21, 1997. Yer Her, 7412 Ames Street, Arvada, CO 80003. Claimant alleges a City employee driving a City vehicle struck and damaged his Toyota. CIRSA settled the claim for \$146 in damages.

Respectfully submitted,

William M. Christopher
City Manager