



## CITY COUNCIL AGENDA

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

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

1. Pledge of Allegiance
2. Roll Call
3. Consideration of Minutes of Preceding Meetings
4. Report of City Officials
  - A. City Manager's Report
5. City Council Comments
6. Presentations
7. Citizen Communication (5 minutes or less)

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

8. Consent Agenda
  - A. Purchase of 2.83-acre Bushnell Property Located at 12620 Zuni Street for Open Space
  - B. Purchase of 1.53-acre 75<sup>th</sup> and Sheridan Holdings Property Located at 7490 Sheridan Boulevard for Open Space
  - C. Change Orders for Additional 2013 Roadway Improvements
  - D. Huron Street and 144<sup>th</sup> Avenue Roadway Settlement Mitigation Project
  - E. Semper Water Treatment Facility 2013 Repairs Project
  - F. Second Reading of Councillor's Bill No. 25 Authorizing Lease of Open Space Property at 8370 & 8390 W. 108<sup>th</sup>
  - G. Second Reading of Councillor's Bill No. 26 Authorizing Tanglewood Creek Trail Supplemental Appropriation
  - H. Second Reading of Councillor's Bill No. 27 Appropriating FY2102 Carryover to FY2013 Budgets
9. Appointments and Resignations
10. Public Hearings and Other New Business
  - A. Councillor's Bill No. 28 re Housekeeping Amendments to Title IX, Public Ways & Property, and Title X, Traffic
  - B. Councillor's Bill No. 29 re 2013 Community Development Block Grant Fund Appropriation
  - C. Councillor's Bill No. 30 re 2012 Assistance to Firefighters Grant Supplemental Appropriation
11. Old Business and Passage of Ordinances on Second Reading
12. Miscellaneous Business and Executive Session
  - A. City Council
13. Adjournment

WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY MEETING (separate agenda)  
WESTMINSTER HOUSING AUTHORITY (separate agenda)

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**GENERAL PUBLIC HEARING PROCEDURES ON LAND USE MATTERS**

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



WESTMINSTER  
**Strategic Plan**  
2012-2017  
Goals and Objectives

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**STRONG, BALANCED LOCAL ECONOMY**

- Maintain/expand healthy retail base, increasing sales tax receipts
- Attract new targeted businesses, focusing on primary employers and higher paying jobs
- Develop business-oriented mixed use development in accordance with Comprehensive Land Use Plan
- Retain and expand current businesses
- Develop multi-modal transportation system that provides access to shopping and employment centers
- Develop a reputation as a great place for small and/or local businesses
- Revitalize Westminster Center Urban Reinvestment Area



**FINANCIALLY SUSTAINABLE CITY GOVERNMENT PROVIDING EXCEPTIONAL SERVICES**

- Invest in well-maintained and sustainable city infrastructure and facilities
- Secure and develop long-term water supply
- Focus on core city services and service levels as a mature city with adequate resources
- Maintain sufficient reserves: general fund, utilities funds and self insurance
- Maintain a value driven organization through talent acquisition, retention, development and management
- Institutionalize the core services process in budgeting and decision making
- Maintain and enhance employee morale and confidence in City Council and management
- Invest in tools, training and technology to increase organization productivity and efficiency



**SAFE AND SECURE COMMUNITY**

- Citizens are safe anywhere in the City
- Public safety departments: well equipped and authorized staffing levels staffed with quality personnel
- Timely response to emergency calls
- Citizens taking responsibility for their own safety and well being
- Manage disaster mitigation, preparedness, response and recovery
- Maintain safe buildings and homes
- Protect residents, homes, and buildings from flooding through an effective stormwater management program



**VIBRANT NEIGHBORHOODS IN ONE LIVABLE COMMUNITY**

- Develop transit oriented development around commuter rail stations
- Maintain and improve neighborhood infrastructure and housing
- Preserve and restore historic assets
- Have HOAs and residents taking responsibility for neighborhood private infrastructure
- Develop Westminster as a cultural arts community
- Have a range of quality homes for all stages of life (type, price) throughout the City
- Have strong community events and active civic engagement



**BEAUTIFUL AND ENVIRONMENTALLY SENSITIVE CITY**

- Have energy efficient, environmentally sensitive city operations
- Reduce energy consumption citywide
- Increase and maintain greenspace (parks, open space, etc.) consistent with defined goals
- Preserve vistas and view corridors
- A convenient recycling program for residents and businesses with a high level of participation



***Mission statement: We deliver exceptional value and quality of life through SPIRIT.***

CITY OF WESTMINSTER, COLORADO  
MINUTES OF THE CITY COUNCIL MEETING  
HELD ON MONDAY, JULY 22, 2013, AT 7:00 P.M.

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Winter led the Council, Staff and audience in the Pledge of Allegiance.

ROLL CALL

Mayor Pro Tem Faith Winter and Councillors Herb Atchison, Bob Briggs, Mark Kaiser, Mary Lindsey, and Scott Major were present at roll call. Mayor Nancy McNally was absent and excused. City Manager J. Brent McFall, City Attorney Martin McCullough, and City Clerk Linda Yeager were also present.

CONSIDERATION OF MINUTES

Councillor Kaiser moved, seconded by Councillor Lindsey, to approve the minutes of the regular meeting of July 8, 2013, as presented. The motion carried unanimously.

CITY MANAGER'S REPORT

Mr. McFall reported the annual Volunteer Barbecue held the previous Wednesday evening had brought a huge number of volunteers and their families to the City Hall Plaza for recognition. The volunteer program was robust and without the contributions of the volunteers, the City would not be able to accomplish so much. The annual barbecue provided an opportunity to honor and publicly recognize the volunteers who donated hundreds of hours of service to the City each year.

There was activity at the former Westminster Mall, and Mr. McFall reported the contractor on the US 36 project was removing excess asphalt, grinding it and using it on US 36. This was mutually beneficial to both parties, as well as taxpayers and the environment.

Next Monday would be the fifth Monday of the month and, as was customary, there would be no City Council study session or meeting.

Following this meeting, the Westminster Economic Development Authority Board of Directors would meet. After adjournment of that meeting, the City Council would conduct a post-meeting to receive an update on the progress of the Comprehensive Land Use Plan update. The public was welcome to attend.

COUNCIL REPORTS

Councillor Lindsey reported having attended the Hmong Top Spin Tournament at Skyline Park over the weekend, at which she had been presented a top spin signed by members of the Westminster team that had recently won a competition in Minnesota. The Hmong community was very proud of this accomplishment and appreciative of the Top Spin Court the City had provided them at Skyline Park. Westminster was the only City in the nation to provide a court where players could practice and teach their children the traditional game.

Councillor Atchison reported that he was among a number of Council members who had attended a recent Observatory Heights meeting. The group was very active in the community and attendance was good. Councillor Lindsey added that this meeting was much like National Night Out events in other neighborhoods throughout the community.

CONSENT AGENDA

The following items were submitted for Council's consideration on the consent agenda: accept the June Financial Report as presented; authorize the transfer of \$2,268,000 from the General Capital Improvement Fund to the



Westminster Economic Development Authority to be utilized to pay off the note to Vectra Bank that was obtained to purchase the Sears' property; authorize the City Manager to enter into a contract with Brownstein Hyatt Farber Schreck, LLP for special legal services in connection with amending and reviewing the Pension Plan documents, providing advice and recommendations pertaining to the plan document and other retirement plan related legal issues; accept the Second Quarter 2013 Insurance Claims Report; based on the recommendation of the City Manager find that the public interest would best be served by authorizing the City Manager to execute a contract in the amount of \$79,789 with Ameresco, Inc. for the Preliminary Technical Energy Audit and for the investigation of Solar Photovoltaic installations at sites across the City; authorize the City Manager to execute a \$969,653 contract with the low bidder, Noraa Concrete Construction Corporation, for the construction of 98<sup>th</sup> Avenue between Sheridan Boulevard and Westminster Boulevard, authorize a \$96,965 construction contingency, authorize change orders to the previously approved engineering services contract with NV5, Inc. in the total amount of \$14,200, and authorize a \$5,000 construction services contingency, yielding a total project construction budget of \$1,085,818; based on the City Manager's recommendation, find that the public interest would best be served by authorizing the City Manager to execute a sole-source design/build contract with the Hemenway Groundwater Engineering/Canfield Drilling team in the amount of \$325,381 for the Strasburg Irrigation Wells Replacement Project, authorize a \$32,538 contingency for a total project budget of \$357,919, and authorize the transfer of \$357,919 from the England Water Treatment Facility Decommissioning and Meadowlark Water Line Replacement Capital Improvement Accounts into a new Strasburg Irrigation Wells Replacement Account; based on the report and recommendation of the City Manager, determine that the public interest would be best served by ratifying past expenses and approving expenses with Eaton Corporation for emergency electrical repairs and replacement of pump electrical control equipment, not to exceed \$80,000; and award the bid for one stainless steel, insulated, deep-drop, tank-trailer for the amount of \$74,798 to Kersten Trailer Sales Inc.

Councillor Kaiser moved, seconded by Councillor Major, to approve the consent agenda as presented. The motion carried with all Council members present voting favorably.

#### RESOLUTION NO. 20 AUTHORIZING APPLICATIONS FOR ADAMS COUNTY OPEN SPACE GRANTS

Councillor Major moved to adopt Resolution No. 20 authorizing the Department of Community Development to pursue two grants from the Adams County Open Space grant program during the 2013 fall cycle in the amount of \$276,000 for the acquisition of the 1.53-acre 75<sup>th</sup> and Sheridan Buffer property located at 7490 Sheridan Boulevard for open space and in the amount of \$585,000 for an underpass at 120<sup>th</sup> Avenue along Ranch Creek and for trail improvements near the intersection of 120<sup>th</sup> Avenue and Federal Parkway. Councillor Kaiser seconded the motion. At roll call, the motion was unanimously passed by the Council members present.

#### COUNCILLOR'S BILL NO. 25 AUTHORIZING LEASE OF OPEN SPACE PROPERTY

Upon a motion by Councillor Briggs, seconded by Councillor Kaiser, the Council members present voted unanimously on roll call vote to pass on first reading Councillor's Bill No. 25 authorizing the execution of two lease agreements, in substantially the same form as the agreements distributed in the agenda packet, for the Bonnie Stewart property located at 8370 and 8390 West 108<sup>th</sup> Avenue, Westminster, CO 80021.

#### COUNCILLOR'S BILL NO. 26 – SUPPLEMENTAL APPROPRIATION – TANGLEWOOD CREEK TRAIL

It was moved by Councillor Lindsey and seconded by Councillor Major to pass on first reading Councillor's Bill No. 26 to authorize a \$517,592 supplemental appropriation, reflecting the City's receipt of an Adams County Open Space Grant of \$434,000 for construction of Tanglewood Creek Trail, and transfer of \$83,592 from the Adams County School District 12 School Land Dedication Fee account to be used for Tanglewood Creek Trail construction. On roll call vote, the motion passed with all Council members present voting affirmatively.

COUNCILLOR’S BILL NO. 27 AUTHORIZING FY2012 CARRYOVER APPROPRIATION TO FY2013

It was moved by Councillor Briggs, seconded by Councillor Kaiser, to pass on first reading Councillor’s Bill No. 27 appropriating FY2012 carryover funds into the FY2013 budgets of the budgets of the General, General Fund Stabilization Reserve, General Capital Improvement, Utility, Utility Reserve, Storm Drainage, General Capital Outlay Replacement, Golf Course, and POST Funds. The motion passed unanimously on roll call vote.

ADJOURNMENT

With no further business to come before the City Council, it was moved by Councillor Kaiser, seconded by Councillor Major, to adjourn. The motion passed and Mayor Pro Tem Winter adjourned the meeting at 7:13 p.m.

ATTEST:

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Mayor Pro Tem

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City Clerk



## Agenda Item 8 A

### Agenda Memorandum

City Council Meeting  
August 12, 2013



**SUBJECT:** Authorize the Purchase of the 2.83-acre Bushnell Property located at 12620 Zuni Street for Open Space.

**Prepared By:** Heather Cronenberg, Open Space Coordinator

### Recommended City Council Action

Authorize the purchase of the approximately 2.83-acre Bushnell property located at 12620 Zuni Street for open space for \$450,000 plus closing costs not to exceed \$5,000, and authorize the City Manager to execute all documents required to close on the purchase of the property.

### Summary Statement

- The City has negotiated a purchase price of \$450,000 or \$3.65 per square foot based on an appraisal commissioned by the City to purchase the 2.83-acre Bushnell property. This property is adjacent to the Big Dry Creek Open Space area east of Federal Parkway/Zuni Street and south of 128<sup>th</sup> Avenue (next to the old Doulos Ministries property). The City has been awarded a grant from Adams County for 50% of the purchase price or \$225,000. The remainder of the funds (\$225,000) are proposed to be funded from 2012 POST carryover funds.
- Action on this item is contingent upon City Council approval of the supplemental appropriation of carryover funds, which is scheduled on the consent agenda of this meeting.
- Purchasing this property for open space will provide a buffer to the Big Dry Creek Open Space and complete the City's ownership in this area. The City's Open Space Advisory Board considers this purchase a high priority acquisition due to the goal of preserving at least 1,000 feet on each side of Big Dry Creek to serve as a wildlife corridor. Since the City already owns the abandoned Caulkins Ditch canal area to the north of this property, acquiring this property will allow the City to protect land up to the old canal area as a buffer to Big Dry Creek.

**Expenditure Required:** \$455,000

**Source of Funds:** 2012 POST Carryover Funds (\$230,000)  
Adams County Open Space (\$225,000)

**Policy Issue**

Does City Council approve the use of 2012 POST Carryover Funds to purchase the Bushnell property for open space?

**Alternative**

City Council could choose not to authorize the acquisition or use of funds at this time. Staff does not recommend this option because acquisition of this property is a high priority for the Open Space Advisory Board and staff has negotiated a purchase price based on appraised value. The City has also received a grant award from Adams County towards the purchase of this property.

**Background Information**

The City has been in contact with Mr. Bushnell for many years as an adjacent property owner. The City purchased the 30-acre Doulos Ministries property in 2008 through which Big Dry Creek runs. The Bushnell property is located directly to the northwest of the Doulos property and shares a driveway. Mr. Bushnell contacted the City when he was ready to put his property on the market. The City commissioned an appraisal that values the property at \$450,000 and Mr. Bushnell agreed to sell his property for this amount. The City submitted a grant application to Adams County in 2012 and received a grant in the amount of 50% of the purchase price, or \$225,000. Staff recommends using a portion of the 2012 POST Carryover funds as match for this purchase.

Acquiring the Bushnell parcel will expand upon the existing Big Dry Creek open space corridor and provide additional upland wildlife habitat for deer, rabbits, fox, and the black-tailed prairie dog. Owls and raptors have been seen nesting in the cottonwood trees along Big Dry Creek to the east of this property. Acquiring this property for open space will protect the Big Dry Creek corridor by preserving an extra 375 linear feet of property to the west of the current open space border. This adds up to a total of 700 linear feet preserved from Big Dry Creek to Zuni Street. The City's Open Space Advisory Board considers this purchase a high priority acquisition due to the Division of Wildlife's recommendation to preserve at least 1,000 feet on each side of Big Dry Creek to serve as a wildlife corridor and to allow movement along the corridor. The property is surrounded by the Big Dry Creek Open Space area on two sides and the abandoned Caulkins Ditch to the north. Acquiring this property will allow the City to protect land up to the old canal area as a buffer to Big Dry Creek and will complete the City's ownership in this area.

If this property is acquired, the single family home and associated improvements will be removed and it will be open to the public for passive use. The City may lease back use of the residence for a temporary period of time until funds can be budgeted to remove the improvements. Once the structures are removed, the property will be maintained in a natural condition.

This acquisition supports the City's Strategic Plan Goals of "Financially Sustainable City Government" and "Beautiful City" by increasing revenues that support defined City projects and by providing the City with increased open space and trails.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment

- Vicinity Map



# City of Westminster Bushnell Property Open Space Acquisition

Zuni St






128th Ave

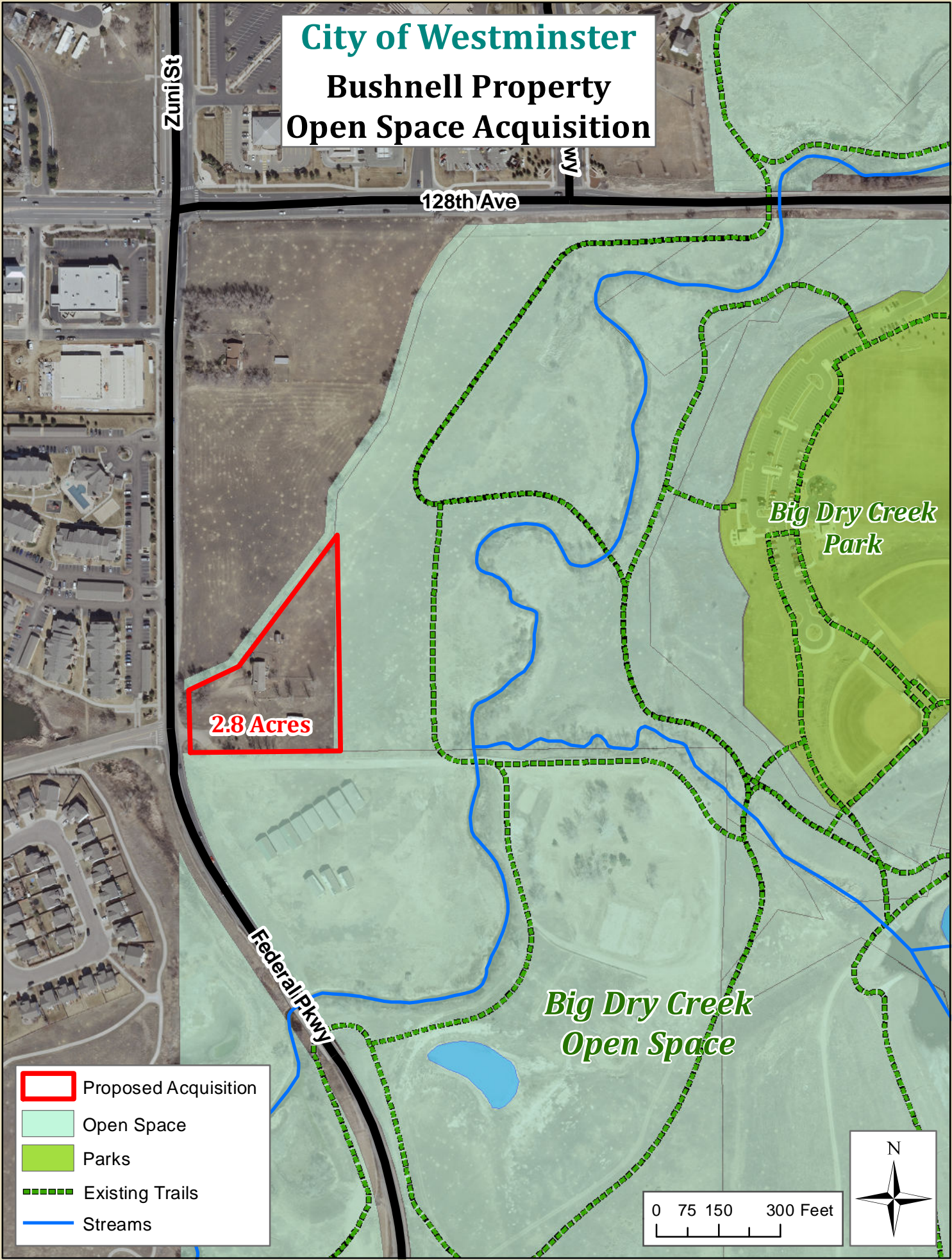
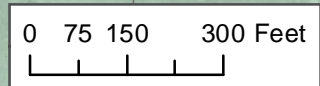
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2.8 Acres

*Big Dry Creek  
Park*

*Big Dry Creek  
Open Space*

-  Proposed Acquisition
-  Open Space
-  Parks
-  Existing Trails
-  Streams







## Agenda Item 8 B

### Agenda Memorandum

City Council Meeting  
August 12, 2013



**SUBJECT:** Purchase of the 1.53-acre 75<sup>th</sup> and Sheridan Holdings Property located at 7490 Sheridan Boulevard for Open Space.

**Prepared By:** Heather Cronenberg, Open Space Coordinator

### Recommended City Council Action

Authorize the purchase of the approximately 1.53-acre 75<sup>th</sup> and Sheridan Holdings property located at 7490 Sheridan Boulevard for open space for \$460,000, including earnest money in the amount of \$5,000 plus closing costs not to exceed \$5,000, and authorize the City Manager to execute all documents required to close on the purchase of the property.

### Summary Statement

- The City has negotiated a purchase price of \$460,000 or \$6.91 per square foot based on an appraisal commissioned by the City to purchase the 1.53-acre 75<sup>th</sup> and Sheridan Holdings property for open space. The property is adjacent to the Little Dry Creek Open Space area east of Sheridan Boulevard and south of 75<sup>th</sup> Avenue. The City has submitted a grant to Adams County for 60% of the purchase price or \$276,000. The acquisition of this property is contingent upon Council approval and the receipt of a grant from Adams County. Staff recommends using a portion of the 2012 POST carryover funds as match in the amount of \$184,000.
- City Council action on this item is contingent upon City Council approval of the supplemental appropriation of carryover funds, which is scheduled for consent on this meeting's agenda.
- Purchasing this property for open space will provide a buffer to the Little Dry Creek Open Space and will preserve a view into the Little Dry Creek valley from Sheridan Boulevard, particularly for vehicles traveling south bound on Sheridan Boulevard. Little Dry Creek provides the citizens of south Westminster with recreational opportunities. This acquisition will complete the City's ownership in this area. The City's Open Space Advisory Board considers this purchase a high priority acquisition.

**Expenditure Required:** \$465,000

**Source of Funds:** 2012 POST Carryover Funds (\$189,000)  
Adams County Open space Grant (\$276,000)

### **Policy Issue**

Does City Council approve the use of 2012 POST Carryover Funds and Adams County Open Space Grant Funds to purchase the 75<sup>th</sup> and Sheridan Holdings property for open space?

### **Alternative**

City Council could choose not to authorize the acquisition or use of funds at this time. Staff does not recommend this option because acquisition of this property is a high priority for the Open Space Advisory Board and staff has negotiated a purchase price based on appraised value. The City has also submitted a grant request to Adams County towards the purchase of this property.

### **Background Information**

The City has been in contact with the owner of the 75<sup>th</sup> and Sheridan Holdings property for many years. The owner has an Official Development Plan that allows for up to four buildings and the site is approved for office use. However, the owner has not been able to sell or lease any of the office buildings or suites to other users. Since he was not able to find other users to share the site, the owner put the entire property on the market for sale. The City commissioned an appraisal of the property that values it at \$460,000 or \$6.91 per square foot. The owner has agreed to this price with the offer contingent upon Council approval and the award of an Adams County grant. The City submitted a grant application to Adams County in the amount of \$276,000 or 60% of the purchase price on August 1, 2013. The required match of 40% is \$184,000. Staff recommends using a portion of the 2012 POST Carryover funds as match for this purchase. Adams County action on the City's open space grant request is anticipated in November, 2013.

Acquiring the 75<sup>th</sup> and Sheridan Holdings parcel will expand upon the existing Little Dry Creek Open Space corridor and will preserve a view into the Little Dry Creek valley from Sheridan Boulevard. The City currently owns land adjacent to this property to the east and south including Little Dry Creek and the Little Dry Creek Trail. Acquiring this property will preserve an extra 200 linear feet of open space for a total of 700 feet preserved along the east side of Sheridan Boulevard south of 75<sup>th</sup> Avenue. Little Dry Creek provides the citizens of south Westminster with recreational opportunities. The City has been tracking trail users and the Little Dry Creek Trail is averaging 7,200 users per month. This purchase will enhance recreational opportunities for pedestrians, runners, bikers, and bird watchers. There is also a lack of open space in south Westminster as this area is the oldest part of the City and the most densely developed. This purchase will complete the City's ownership around Little Dry Creek in this area of the City.

This acquisition supports the City's Strategic Plan Goals of "Financially Sustainable City Government" and "Beautiful City" by increasing revenues that support defined City projects and by providing the City with increased open space and trails.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment

- Vicinity Map



**City of Westminster**  
**75th & Sheridan Holdings LLC Property**  
**Proposed Open Space Acquisition**



Sheridan Blvd

75th Ave





Zenobia St

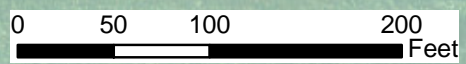
1.53 Acres

Little Dry Creek Trail

Little Dry Creek

*Little Dry Creek  
Open Space*

-  Proposed Acquisition
-  Open Space
-  Existing Trails
-  Streams





Agenda Memorandum

City Council Meeting  
August 12, 2013



**SUBJECT:** Change Orders for Additional 2013 Roadway Improvements.

**Prepared By:** Rob Dinnel, Streets Projects Specialist  
Dave Cantu, Street Operations Manager

**Recommended City Council Action**

Authorize Change Orders with Asphalt Specialties Inc. in the amount of \$355,366; Keene Concrete Inc. in the amount of \$30,000; and RoadSafe Traffic Systems Inc. in the amount of \$14,634.

**Summary Statement**

- City Council previously authorized 2013 Project Contracts with the following contractors:
  - Asphalt Pavement Rehabilitation Project – Asphalt Specialties, Inc.; City Council approval April 8, 2013 Item 8F, in the amount of \$592,322.
  - Concrete Replacement Project – Keene Concrete Inc.; City Council approval March 18, 2013 Item 8A, in the amount of \$1,126,360.
  - Striping and Pavement Marking Project – RoadSafe Traffic Systems Inc.; City Council approval April 8, 2013 Item 8G, in the amount of \$185,254.
- City Council approval of the appropriation of fiscal year 2012 carry over funds into the fiscal year 2013 General Fund Capital Improvement Project Budget for Roadway Improvements in the amount of \$400,000 on second reading is scheduled for consideration on this evening's consent agenda.
- The change orders will fund an additional 6.5 lane miles of roadway improvements at the same bid prices approved by City Council earlier this year.
- Utilizing the city's pavement management system, the Street Division staff has identified Wadsworth Boulevard from 99<sup>th</sup> Place to 103<sup>rd</sup> Avenue, 94<sup>th</sup> Avenue from Lark Bunting Drive to Independence Drive, 76<sup>th</sup> Avenue from Knox Court to Sheridan Boulevard and 128<sup>th</sup> Avenue from Delaware Street to Huron Street as prime candidates for Hot Mix Asphalt (HMA) patching and overlay at this time as the best maintenance strategy to prolong pavement life. All sections have below average pavement condition ratings in the low 50's and 60's and require a HMA overlay to provide additional structural strength for the traffic volumes and loads they carry. All sections of roadway are displaying moderate to severe rutting, cracking, raveling and poor ride ability.

**Expenditure Required:** \$400,000

**Source of Funds:** General Fund Capital Improvement Fund – Arterial Roadway Improvements



**Policy Issue**

Should City Council authorize Change Orders to Asphalt Specialties Inc. in the amount of \$355,366; Keene Concrete Inc. in the amount of \$30,000; and RoadSafe Traffic Systems Inc. in the amount of \$14,634 for pavement improvements of Wadsworth Boulevard from 99<sup>th</sup> Place to 103<sup>rd</sup> Avenue, 94<sup>th</sup> Avenue from Lark Bunting Drive to Independence Drive, 76<sup>th</sup> Avenue from Knox Court to Sheridan Boulevard and 128<sup>th</sup> Avenue from Delaware Street to Huron Street?

**Alternative**

The City could choose not to increase the 2013 Asphalt Pavement Rehabilitation, Concrete Replacement, Striping and Traffic Marking Projects' contracts for improvements to streets identified in this memorandum and carry over CIP funding to the 2014 Roadway Improvements Projects.

Staff Recommends proceeding with improvements of streets previously identified now because the City can take advantage of 2013 pricing of projects already bid and avoid 2014 Concrete, Pavement Markings and Asphalt price increases that staff anticipates will be substantial.

**Background Information**

City Council appropriated an additional \$400,000 into the fiscal year 2013 General Fund Capital Improvement Project Budget for Roadway Improvements from fiscal year 2012 carry over funds. Street Division staff recommends expenditure of additional CIP funding for Roadway Improvements of Wadsworth Boulevard from 99<sup>th</sup> Place to 103<sup>rd</sup> Avenue, 94<sup>th</sup> Avenue from Lark Bunting Drive to Independence Drive, 76<sup>th</sup> Avenue from Knox Court to Sheridan Boulevard and 128<sup>th</sup> Avenue from Delaware Street to Huron St (see attached map). The City's computerized pavement management system identified these streets as prime candidates for a 2 inch HMA overlay because they have shown moderate to severe levels of distress. Implementing a 2 inch HMA overlay at this time will add needed structural strength, improve the poor ride ability and prolong the overall pavement life of these roadways. Project managers from Asphalt Specialties, Keene Concrete and RoadSafe Traffic Systems Inc. have agreed to complete the additional work at their originally submitted unit prices.

City Council's approval is required on the change order for the 2013 Asphalt Pavement Rehabilitation project with Asphalt Specialties Company since the change order is greater than 5-percent and cumulative change order is greater than 10-percent per the City's purchasing requirements, as stated in Westminster Municipal Code 15-1-7 (A). The Change Orders for Keene Concrete and RoadSafe do not specifically require City Council approval, however are included in this memorandum for reporting purposes in conformance with WMC 15-1-7(A) – (Amendments, or Change Orders, to Agreements for purchase of construction services shall be reported to City Council).

The proposed council action supports City Council's goals of Financially Sustainable City Government Providing Exceptional Services as well as Vibrant Neighborhoods In One Livable Community by providing well maintained city infrastructure through timely resurfacing and reconstruction of roadways.

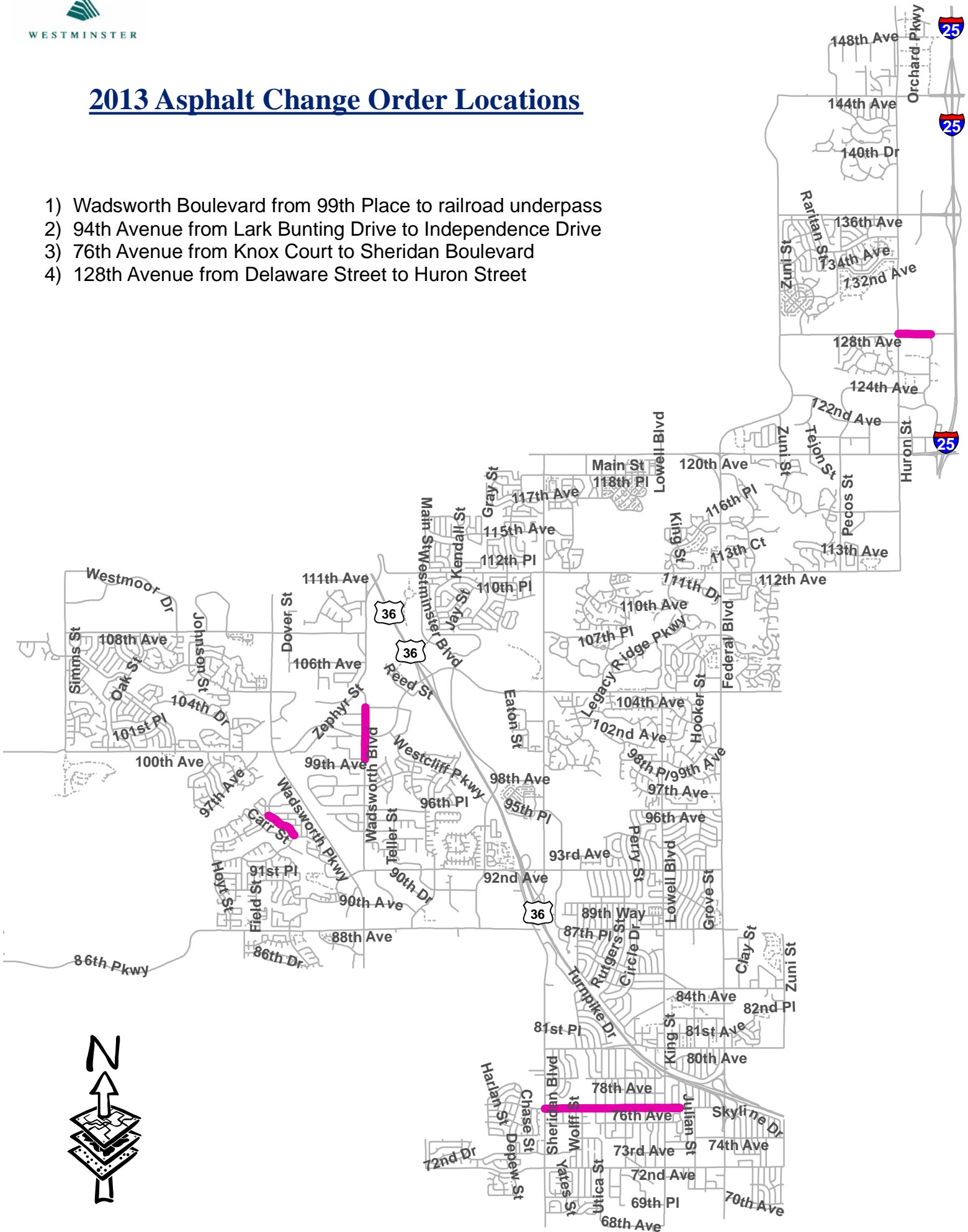
Respectfully submitted,

J. Brent McFall  
City Manager

Attachment: Location Map

## 2013 Asphalt Change Order Locations

- 1) Wadsworth Boulevard from 99th Place to railroad underpass
- 2) 94th Avenue from Lark Bunting Drive to Independence Drive
- 3) 76th Avenue from Knox Court to Sheridan Boulevard
- 4) 128th Avenue from Delaware Street to Huron Street





**Agenda Memorandum**

City Council Meeting  
August 12, 2013



**SUBJECT:** Huron Street and 144<sup>th</sup> Ave Roadway Settlement Mitigation Project

**Prepared By:** Rob Dinnel, Street Project Specialist  
Dave Cantu, Street Operations Division Manager

**Recommended City Council Action**

Based on the recommendation of the City Manager, determine that the public interest will best be served by authorizing the City Manager to execute a contract with Concrete Stabilization Technologies, Inc. in the amount not to exceed \$100,000 to stabilize the subgrade under city roadways utilizing a patented URETEK Deep Injection (UDI) process.

**Summary Statement**

- Significant roadway settlement has developed at several bridge and culvert structure approaches along the north Huron and 144<sup>th</sup> Avenue corridors requiring repeated surface asphalt overlay patches to alleviate unsafe driving conditions.
- Utilization of Concrete Stabilization Technologies (CST), cost effective “URETEK” deep injection subgrade stabilization process is recommended to mitigate any weak or voided subgrade issues that have caused the road to settle in lieu of total excavation and re-compaction of subgrade.
- The negotiated sole source contract will provide for the injection of 10,200 pounds of the URETEK product into the subgrade.
- Concrete Stabilization Technologies is currently the only contractor performing this patented subgrade injection treatment in Colorado and has completed similar projects over the past 17 years in the Denver metropolitan area. Prices obtained are consistent with those of other Front Range cities.
- Adequate funds are budgeted and available for this expense.

**Expenditure Required:** \$100,000

**Source of Funds:** General Capital Improvement Fund  
- Huron St & 144<sup>th</sup> Avenue Roadway Settlement Mitigation

## Policy Issue

Should the City accept the negotiated costs with Concrete Stabilization Technologies, Inc. for the stabilization of subgrade under Huron Street and 144<sup>th</sup> Avenue at several locations due to poor subgrade issues?

## Alternatives

1. The City could choose to not utilize Concrete Stabilization Technologies to stabilize the subgrade and continue to utilize city crews to overlay the road as it continues to settle. This is not recommended because:
  - It would increase City crews' workload and put them further behind on their already elevated workload of street preparation in front of the 2013 rehabilitation projects.
  - Continuing to overlay settlement as it occurs only prolongs the issue at hand. By utilizing CST the city will achieve a long term stabilization solution and eliminate the need to return and make the continuous repairs to the street.
2. The City could completely excavate affected areas, utilize raw materials and re-compact to achieve stable subgrade under roadway. This is not recommended due the fact that it would cause extensive lane closures and delays to the motoring public. As well as delay the 2013 scheduled resurfacing of the road.

## Background Information

Concrete Stabilization Technologies, Inc. is currently the only contractor performing this patented subgrade injection treatment in Colorado and has completed similar projects over the past 17 years in the Denver metropolitan area. Prices obtained are consistent with those of other Front Range cities. CST has successfully utilized this product for the City of Westminster to mitigate subgrade issues at the 144<sup>th</sup> Ave Bridge over Interstate 25.

Using the patented expanding structural polymer to stabilize and fill voids under the street, will allow the motoring public to use the road with little disruption due to the fact that only one lane closure will be needed at a time. The process is clean and has a very quick cure time to allow traffic back on to the work area and requires no excavation of existing asphalt or subgrade.

Penetrometer testing will be performed at each predetermined zone to an approximate depth of 15' to provide a vertical profile of soil strength and voids. The testing will reveal weak zones and provide data as to depths within the 15' best suited for injection of the material. Small holes, 5/8'' in diameter, will be drilled into the roadway and subgrade. Steel tubes placed will be to the proper depths then the product will be injected. Laser levels will be used to monitor the surface of the road and indicate that the proper injection amount of product and reinforcement has been achieved.

The proposed council action supports City Council's goals of Financially Sustainable City Government as well as Vibrant Neighborhoods and Commercial Areas by providing well maintained city infrastructure through the stabilization of the roadway.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachments: Map – West 134<sup>th</sup> & Huron Street  
Map – West 144<sup>th</sup> & Huron Street  
Map – West 144<sup>th</sup> Avenue, east of I-25

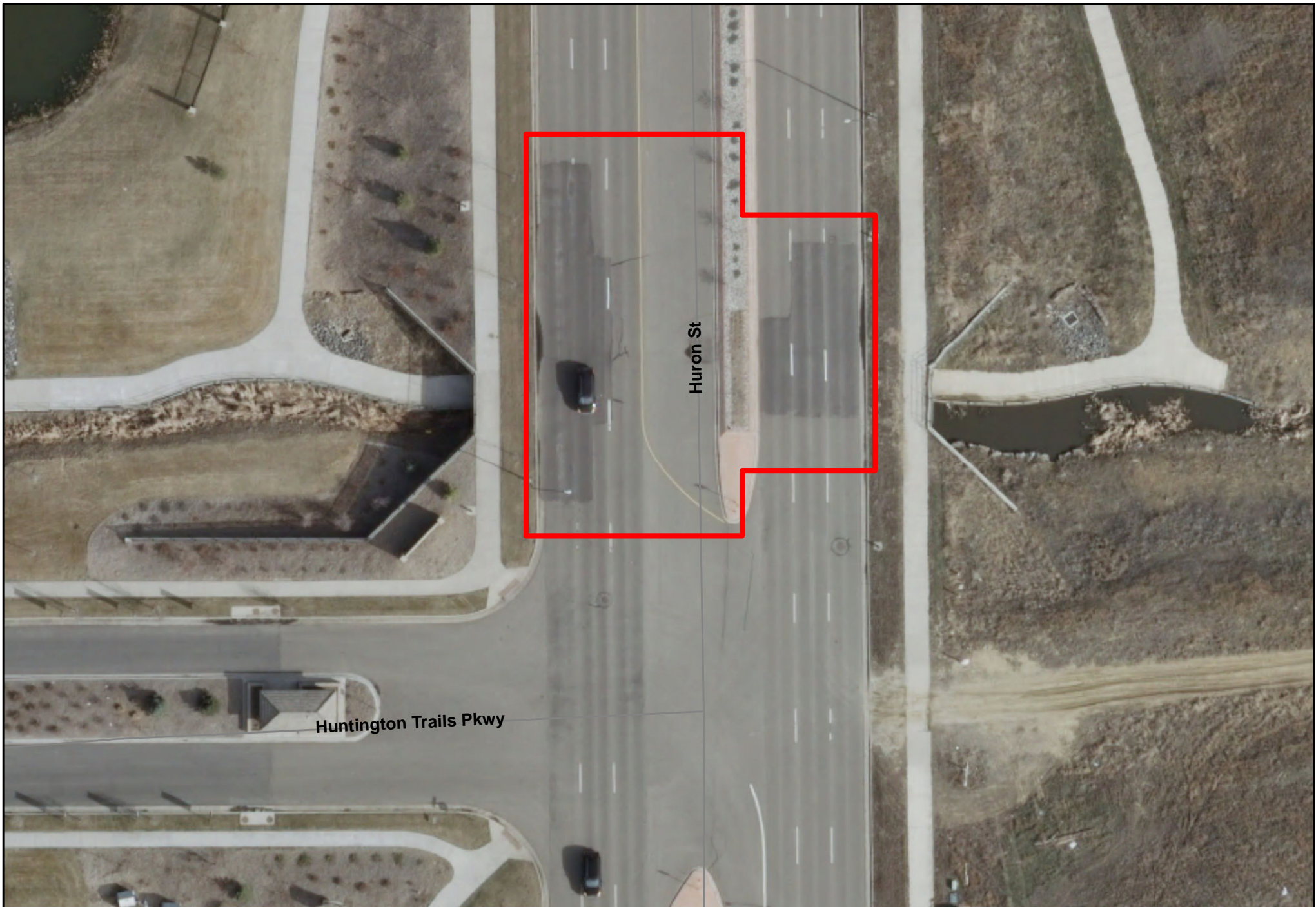


# Huron Street & 144th Avenue Roadway Settlement Mitigation



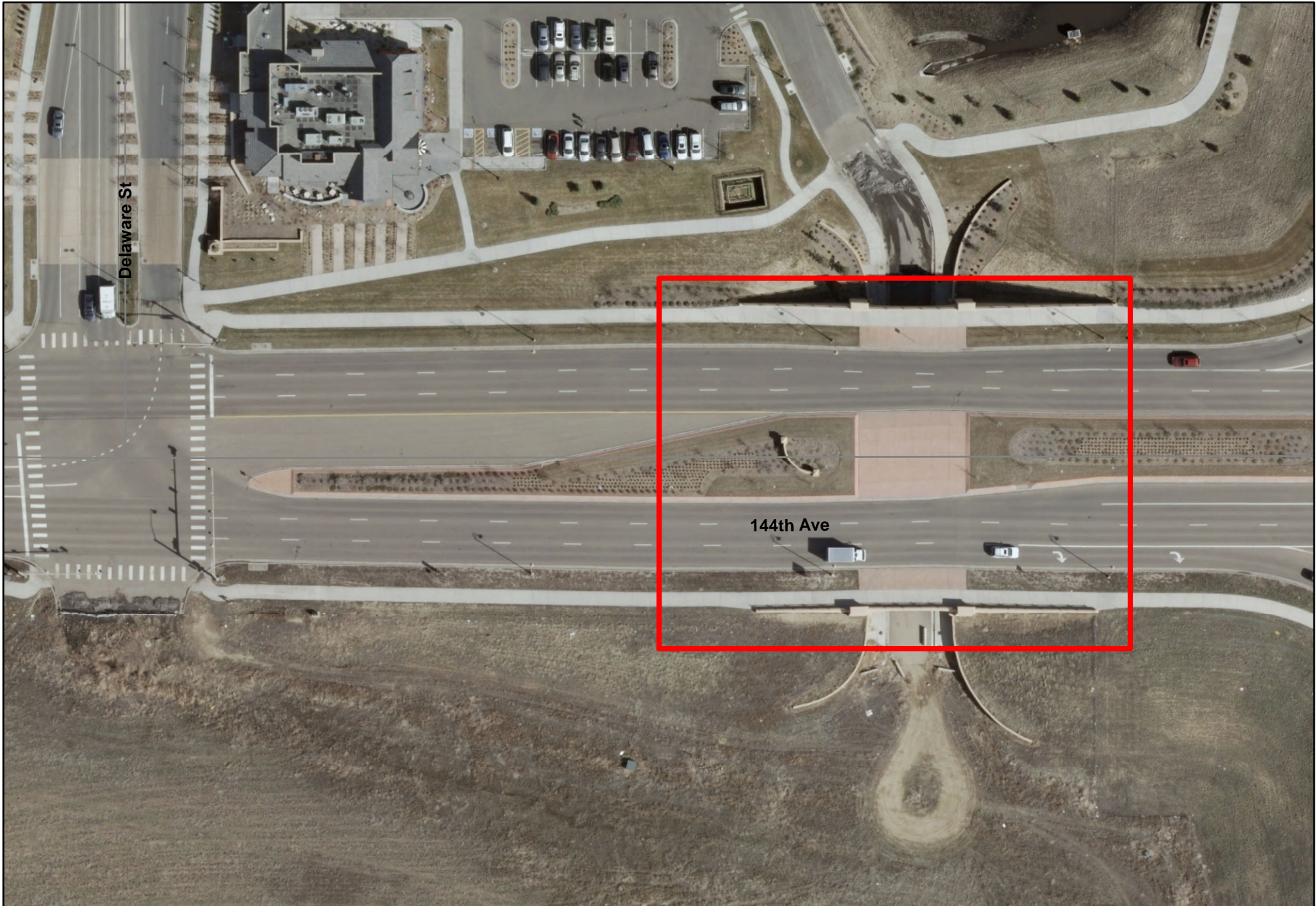


# Huron Street & 144th Avenue Roadway Settlement Mitigation





# Huron Street & 144th Avenue Roadway Settlement Mitigation





Agenda Memorandum

City Council Meeting  
August 12, 2013



**SUBJECT:** Semper Water Treatment Facility 2013 Repairs Project  
Engineering Services Contract

**Prepared By:** Kent Brugler, Senior Engineer  
Stephen Grooters, Senior Projects Engineer

**Recommended City Council Action**

Authorize the City Manager to execute a contract with J&T Consulting, Inc. in the amount of \$214,130 to provide engineering services for the Semper Water Treatment Facility 2013 Repairs Project and authorize a 10% contingency in the amount of \$21,413 for a total project cost of \$235,543.

**Summary Statement**

- The Semper Water Treatment Facility (Semper WTF) has structures and piping that are over 40 years old and are in need of repair or replacement.
- Over the last two years, Staff has performed an evaluation of all the facilities at the Semper WTF, and identified a comprehensive repair and replacement program required to maintain current levels of treated water service to City customers.
- As part of the repair and replacement program several structures, pumps, and piping systems were identified for 2013 and 2014 repair, replacement or removal.
- Staff prepared and distributed a Request for Qualifications to selected engineering firms that have expertise in the design of the repairs identified.
- Of the three statements of qualifications (SOQs) received, Staff believes the J&T Consulting, Inc. team provides the best value to the City.
- Staff recommends awarding the contract to J&T Consulting, Inc. based on their competitive pricing, proposed scope of work, familiarity with the City’s infrastructure, and the successful experience of their proposed project team.
- Design is expected to be completed by March 2014 with construction of all improvements expected to be completed by the end of December 2014.
- The repair work was previously approved by City Council as part of the 2013/2014 budget. The budget includes five Utility Capital Fund project accounts. Staff is proposing that these accounts be combined into a single project to improve construction sequencing, streamline project costs and staff resources, and improve site safety and security.

**Expenditure Required:** \$235,543

**Source of Funds:** Utility Fund Capital Improvement Accounts:  
 Semper WTF Major R&R (\$230,000)  
 Semper WTF Rapid Mixer #1 Repair (\$580,000)  
 Semper WTF Lagoon Valve/Raw Water Pipe Abandonment (\$250,000)  
 Backwash Reclaimed Pump Station Repair and Replacement (\$250,000)  
 Sedimentation Basins 1-4 Overflow Re-route (\$350,000)



## **Policy Issue**

Should City Council proceed with awarding the engineering services contract to J&T Consulting, Inc.?

## **Alternatives**

1. City Council could decline to approve the contract and place the project on hold. This is not recommended because this action would result in delaying the repairs to the treatment facility and could result in increased maintenance and repair expenses and possible service impacts to Westminster water customers.
2. City Council could choose to award the contract to one of the other consultants that submitted an SOQ; however, this is not recommended as Staff believes that the J&T Consulting, Inc. team provides the best value for this project. Their project team has familiarity with the City's utility infrastructure that will streamline key project tasks.

Staff does not recommend either of these two alternatives above since J&T Consulting, Inc. is qualified and competitive.

## **Background Information**

The initial construction of the Semper WTF took place in 1969. Since that time various expansion and improvement projects have been constructed to maintain service and the ability to meet more stringent regulations. Overall, the facilities at Semper WTF have provided high-level service to City water customers, but are beginning to age and need repairs. Over the last two years, Staff developed a comprehensive repair and replacement program for all of the assets at the Semper WTF and identified and prioritized repair and replacement needs. The current priority needs at the Semper WTF include:

- Valves, piping, and pumping equipment related to the filter backwash return system;
- Valves, piping, and mixers related to chemical injection systems;
- Several underground pipes and pumping systems that transfer water through the plant;
- Permanently disconnecting obsolete piping from active plant piping to prevent the risk of leaks; and
- Confirming the condition and replacement timeline of several underground 30-40 year old pipes.

Due to the specialized nature of this project and the corresponding engineering expertise required, Statements of Qualification (SOQs) from engineering firms were used as the basis for consultant selection. In June 2013, Staff sent a Request for Qualifications to three engineering firms who are experienced in water treatment facility repairs and rehabilitation. Staff requested specific information related to the experience of the project teams, relevant projects with references, project team availability and hourly rates. The City received three SOQs on June 27, 2013 from the following firms:

- J&T Consulting, Inc.
- JVA, Inc.
- Providence Infrastructure Consultants, Inc.

Staff evaluated each firm based on key criteria including:

1. Clear understanding of the project and the City's goals and expectations;
2. Firm background and expertise in completing projects of similar size, scope, and complexity;
3. Firm references related to the ability to complete project requirements on schedule and within budget;
4. Firm reputation with the City and familiarity with City codes, policy, procedures, and regulations  
Professional background and experience of each key person of the project team;
5. Practical experience of key team members in working with state and local regulatory agencies;

- 6. Key team member availability; and
- 7. Competitive fee schedule and competitive hourly rates for staff assigned to this project relative to their experience level.

The City selection committee scored each firm relative to one another based on the selection criteria with the J&T Consulting, Inc. team achieving the highest score. Because this project incorporates a significant work effort, competitive firm fees were of particular importance. A comparison of firm rates is shown below.

<b>FIRM</b>	<b>Hourly Rates for Core Team (non-clerical)</b>	<b>Combined Hourly Rate for the Team Proposed</b>
J&T Consulting, Inc.**	\$65 to \$105	\$89
JVA, Inc.	\$96 to \$140	\$116
Providence Infrastructure Consulting, Inc.	\$110 to \$169	\$130
**Staff recommends this firm because their proposed team scored the highest on the City Key Selection Criteria.		

Overall, Staff determined that the J&T Consulting, Inc. team provides the best value to the City. This team incorporates strong local staff with proven repair and rehabilitation experience for water treatment facilities. This team has successfully provided design services to the City on many utility system projects over the last ten years and the intimate knowledge of City codes and procedures will help facilitate successful completion of the project in a cost-efficient manner. Following their selection, Staff negotiated a scope of work fee for engineering design and bidding services with the J&T Consulting, Inc. team. The associated cost is both fair and competitive. Engineering services for construction phase services will be negotiated following successful completion of the design phase and presented to City Council at a later date for approval.

The repair work at Semper WTF was previously approved by City Council as part of the 2013/2014 budget. The budget includes five Utility Capital Fund project accounts that total \$1,660,000. Staff is proposing that these accounts be combined into a single project for several reasons including: 1) Accomplishing the work requires detailed construction sequencing that is best coordinated by a single project team, 2) Combining the design work into a single project streamlines project costs and staff resources, and 3) Onsite safety and security can be better managed with this approach. As such, Staff requests the consolidation of funds into a new Semper Water Treatment Facility 2013 Repairs Project account.

The Semper WTF 2013 Repairs Project helps achieve the City Council’s Strategic Plan Goals of “Financially Sustainable City Government Providing Exceptional Services” by contributing to the objective of investing in well-maintained and sustainable City infrastructure and facilities, and “Beautiful and Environmentally Sensitive City” by contributing to the objective of having energy efficient, environmentally sensitive city operations.

Respectfully submitted,

J. Brent McFall  
City Manager



Agenda Memorandum

City Council Meeting  
August 12, 2013



**SUBJECT:** Second Reading on Councillor’s Bill No. 25 re Lease of Open Space Property

**Prepared By:** Heather Cronenberg, Open Space Coordinator

**Recommended City Council Action**

Pass Councillor’s Bill No. 25 on second reading authorizing the execution of two lease agreements in substantially the same form as the attached agreements for the Bonnie Stewart property located at 8370 and 8390 W. 108<sup>th</sup> Avenue, Westminster, CO 80021.

**Summary Statement**

- The City purchased the Bonnie Stewart property on December 12, 2012 for open space. As part of the agreement to purchase the property, the City agreed to rent out the two tenant houses on site for a period of up to two years from the purchase.
- The City recently contracted out the management of the rental properties to Pro Real Estate Services Inc. One tenant was previously renting one of the houses prior to the City’s purchase on a month to month lease and is paying \$800 per month. Staff plans to continue leasing to this tenant on these terms and to lease out the second residence at a rate of \$875 for a one year term that will continue on a month to month basis after the term expires.
- The form of lease for both houses has been approved by the City Attorney’s Office and by the tenants.
- This Councillor’s Bill was approved on first reading by City Council on July 22, 2013.

**Expenditure Required:** \$ 0

**Source of Funds:** N/A

Respectfully submitted,

J. Brent McFall  
City Manager

- Attachments
- Ordinance
  - Mannon Lease
  - Slusher Lease

BY AUTHORITY

ORDINANCE NO. **3685**

COUNCILLOR'S BILL NO. **25**

SERIES OF 2013

INTRODUCED BY COUNCILLORS  
**Briggs - Kaiser**

**A BILL**

**FOR AN ORDINANCE APPROVING TWO LEASE AGREEMENTS FOR LEASE OF THE PROPERTIES LOCATED AT 8370 AND 8390 W. 108<sup>th</sup> AVENUE, WESTMINSTER, CO 80021.**

WHEREAS, the City of Westminster purchased the property located at 8370 and 8390 W. 108<sup>th</sup> Avenue, Westminster, CO 80021 (also known as the Bonnie Stewart property); and

WHEREAS, as part of the purchase, the City agreed to lease the two tenant houses located on the property for up to two years. One agreement provides for a month-to-month lease with the ability to terminate the lease with thirty (30) days' notice. The other lease has a one-year term with the ability to continue the lease on a month-to-month basis at the end of the term; and

WHEREAS, the tenants have both been screened and determined to be suitable for the property; and

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

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

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The Lease Agreements between Cherlyn Penny Mannon and the City and Daniel Slusher and the City for the properties located at 8390 and 8370 W. 108<sup>th</sup> Avenue, Westminster, CO 80021, in substantially the same forms attached to this Ordinance, are approved.

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 22nd day of July, 2013.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 12th day of August, 2013.

\_\_\_\_\_  
Mayor Pro Tem

ATTEST:

APPROVED AS TO LEGAL FORM:

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

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

**THIS LEASE HAS IMPORTANT LEGAL CONSEQUENCES.  
THE PARTIES SHOULD CONSULT LEGAL COUNSEL BEFORE SIGNING.**

## RESIDENCE LEASE

This Residence Lease (the "Lease") is made on July 10, 2013 (date) and is entered into by and between Landlord (as defined below) and Tenant (as defined below). In consideration of the payment of the Rent (as defined below), other monies due the Landlord ("Additional Rent"), and the performance of the promises by Tenant set forth below, Landlord leases to Tenant, and Tenant accepts, the Premises described below, subject to the terms and provisions set forth in the Lease. This Lease shall be deemed to be a Rental Agreement as such term is employed in the Colorado Revised Statutes (the "Rental Agreement.")

### PARTIES, PREMISES, AND DEFINED TERMS

1. **Landlord:** Pro Real Estate Services In. (Agent for City of westminster),  
a(n) Corporation [Individual, Company or Type of Entity], (the "Landlord").

2. **Tenants/Occupancy:** 1) Cherlyn Penny Mannon; 2) \_\_\_\_\_;  
3) \_\_\_\_\_; and 4) \_\_\_\_\_;  
[identify all occupants of the Premises over the age of 18] are persons entitled under to occupy the Dwelling Unit to the exclusion of others (collectively referred to in the Lease as the "Tenant"). A maximum of 2 people shall occupy the Premises.

3. **Premises:** The following described property situated in City of Westminster, County of Jefferson,  
\_\_\_\_\_, [insert city and county] State of Colorado, with the address of  
8390 W. 108th. Ave. Westminster, CO 80021-2617 [insert street address] described as follows:  
Lot \_\_\_\_\_, Block \_\_\_\_\_, \_\_\_\_\_ (the "Premises").  
The Lease  includes  excludes parking, specifically: Parking/Garage Space \_\_\_\_\_ (the "Parking Space").

4. **Term:** Landlord leases the Premises to Tenant from twelve o'clock noon on the 1st day of August 1, 2013, and until 11:59 p.m. on the 31st day of August, 2013 (the "Term"). Subject to Tenant's performance of all obligations under the Lease, including without limitation, payment of Rent and other amounts, Tenant shall enjoy quiet possession of the Premises.

5. **Rent:** Rental for the entire Term is Eight Hundred and 00 /100 Dollars (\$ 800.00) and shall be paid in monthly installments of Eight Hundred and 00 /100 Dollars (\$ 800.00) payable in advance, on or before twelve o'clock noon on the first day of each calendar month during the term of the Lease at the location set forth below, without notice (the "Rent"). Unless otherwise provided in the Lease, all payments must be mailed or delivered to Landlord (or Landlord's property management company, as the case may be) at the following address:

11941 W. 48th. Ave. #100 Wheat Ridge, COLORADO 80021.

If the Term does not begin on the first day of the month, the Rent will be prorated accordingly.

6. **Security Deposit:** Before occupying the Premises, Tenant must deposit with Landlord a security, cleaning and damage deposit in the amount of Not part of this agreement and NA /100 Dollars (\$ NA) (including Pet Damage Deposit, if applicable, as defined below) as security for the return of the Premises at the expiration of the Term in as good condition as when Tenant entered the Premises, normal wear and tear excepted, as well as the faithful, timely and complete performance of all other terms, conditions and covenants of the Lease (the "Security Deposit").

7. **Colorado Revised Statutes Definitions:** The Colorado Warranty of Habitability Law, codified at § 38-12-501 *et seq.*, C.R.S., contains the following definitions which may be applicable in conjunction with certain rights and responsibilities imposed by the law: Dwelling Unit is the structure, or the part of the structure, that is used as the home, residence, or sleeping place by Tenant (the "**Dwelling Unit**"). Common areas are the facilities and appurtenances to a Residential Premises, including the grounds, areas, and facilities held out for the use of tenants generally or whose use is promised to Tenant (the "**Common Areas**"). Residential Premises means the Dwelling Unit, the structure of which the unit is a part and the Common Areas (the "**Residential Premises**").

8. **Utilities:** Tenant shall be responsible for paying the following utilities, which charges shall be deemed Additional Rent:  Electric  Gas  Water  Sewer  Phone  Cable/Satellite T.V.  Internet Access  Refuse Disposal  Other \_\_\_\_\_.  
If the Premises shares meter facilities for utilities, the charges will be allocated to each by Landlord based on a reasonable basis and shall be considered Additional Rent. If Tenant fails to timely pay any of the above charges, it shall be deemed a Default by Tenant. If separate arrangements are made for Tenant to provide its own utilities directly from the respective service provider, then Landlord shall have no liability therefore. Landlord shall be responsible for any remaining utilities not specifically designated to be paid by Tenant.

9. **Late Payments:** If any rental installment or other payment is received later than 5 days after the date when due, the parties agree that Additional Rent in the amount of  \$ 50.00 or  \_\_\_\_\_ percent (5 %) of the outstanding sums, shall also be due and payable. The foregoing items shall be deemed Additional Rent.

10. **Repairs and Maintenance of the Premises:** The Tenant shall be responsible for maintenance of the Premises as described further in the Lease. The Landlord shall be responsible for maintenance and repair of the Premises as described further in the Lease. However, in the event that the parties agree that Tenant shall be responsible for some or all of the repairs and/or some or all of the maintenance beyond that set forth in the Lease, then the parties shall execute a separate writing consistent with the requirements of The Colorado Warranty of Habitability Law, codified at § 38-12-501 *et seq.*, C.R.S indicating such agreement. Such separate writing may be appended to this Lease as an addendum.

11. **Pets:** Pets  are  are not permitted on the Premises. If pets are permitted, they are limited to (number and type of pets) 4 Dogs, and Tenant must deposit an additional Pet Damage Deposit of \$ NA with Landlord before arrival of pet.

### PREMISES

12. **Common Areas/Governing Documents:** If the Premises includes any common areas with any other properties that are subject to any declarations, covenants, conditions, or restrictions by any governing documents (the "**Governing Documents**") pertaining to the Premises, Tenant is granted a license to use those areas on the terms and conditions contained in such governing documents. All use of the Common Areas is at the sole risk of Tenant and Landlord will not be held liable for any damages or injuries occasioned by such use.

13. **Parking:** If parking is available and included on or adjacent to the Premises, the parties understand and agree that the Lease establishes a license to use the Premises for parking for Tenant's motor vehicles. All motor vehicles must be properly licensed and insured. No inoperative, stored, or "junked" motor vehicles are permitted. Landlord may cause removal of all motor vehicles or personal property not authorized or permitted, including those left on the Premises or designated Common Areas after expiration or termination of the Lease or Term. Tenant agrees to comply with any parking requirements and restrictions specified in any Governing Documents or rules and regulations governing the Premises.

14. **Check-In Inspection, Condition of Premises and Representations:** Landlord and Tenant may conduct an inspection of the Premises at the time of possession. A check-in inspection sheet may be completed at that time and the information contained in it will be sufficient and satisfactory proof of the condition of the Premises at the time of possession should a subsequent dispute arise. All systems and appliances on the Premises, including refrigerators, stoves, microwaves, dishwashers, washers, dryers, etc., will be in working condition at the commencement of the Term, unless specifically noted to the contrary on the check-in inspection sheet. As of the commencement of the Lease, Tenant acknowledges that Tenant has examined the Premises and is satisfied with the



condition of the Premises, including all systems and appliances on the Premises. Taking possession of the Premises is conclusive evidence to the fact that the Premises are in good order and satisfactory condition.

15. **Use of Premises:** Where used in this Paragraph 15, Premises includes any Common Areas and Tenant includes Tenant's licensees and invitees.

a. **Occupancy of Premises:** Tenant represents and warrants that Tenant has identified all of the individuals over the age of 18 who will occupy the Premises in Paragraph 2 of the Lease and that the Premises are to be used only as a private residence for those individuals. Landlord must approve any change to those listed as Tenants in the Lease. If Tenant desires any change or increase to those shown as Tenants in the Lease, and provided any increase is not in violation of applicable occupancy codes, those individuals desiring tenancy must complete any application and approval process required by Landlord, in advance of any change, and after Landlord's approval must execute a new Lease. If Tenant fails to obtain Landlord's approval in advance of any change in occupancy, Tenant understands that this failure constitutes a Default as described in the Lease. Landlord represents and warrants that it has obtained any rental licenses as may be required in the city or county in which the Premises are located.

b. **Legal Compliance:** Tenant is liable for the actions of Tenant's licensees and invitees. Tenant agrees to comply with and abide by all federal, state, county and municipal laws and ordinances, and any Governing Documents, if applicable, in connection with the occupancy and use of the Premises. No alcoholic beverages shall be possessed or consumed by Tenant, or Tenant's licensees or invitees, unless the person possessing or consuming alcohol is of legal age. No illegal drugs or controlled substances (unless specifically prescribed by a physician for a specific person residing or present on the Premises) are permitted on the Premises. Tenant agrees to refrain from using the Premises in any way that may result in an increase of the rate or cost of insurance on the Premises. No hazardous or dangerous activities are permitted on the Premises.

c. **Rules and Regulations:** Landlord shall provide Tenant with a copy of all rules and regulations, if any, affecting the Premises, to which Tenant agrees to abide.

d. **Safety:** Tenant must not use the Premises in a manner that may endanger the person or property of Landlord, co-tenants, or any person living on or near the Premises. Tenant agrees to limit use of the Premises to those consistent with the Premises' clean, safe, sanitary, and habitable condition.

e. **Nuisance Prohibited:** Neither Tenant nor Tenant's licensees or invitees shall be a nuisance or act in any manner that would interfere with the quiet enjoyment by adjacent property owners or other tenants (or their invitees) of their premises. This prohibition includes, but is not limited to, loud noises, loud music, noxious or unpleasant odors, and disruptive behavior or actions.

16. **Check-Out Procedure:** The parties may, at their discretion, conduct a check-out/walk-through of the Premises when, or immediately before, Tenant re-delivers the Premises at the end of the Term.

17. **Surrender of Premises:** Tenant will return the Premises to Landlord at the expiration of the Term in as good condition as when Tenant took possession of the Premises, normal wear and tear excepted. Any deterioration or damage caused by accident, abuse, carelessness, or negligence shall not be considered normal wear and tear. If Tenant fails to re-deliver the Premises in appropriate condition, Landlord may restore the Premises to appropriate condition, including repair, replacement and cleaning. The cost of any work necessitated will be deducted from the Security Deposit, and if the Security Deposit is insufficient to cover work performed, Tenant will be obliged to pay the additional balance.

18. **Subletting or Assignment:** Tenant shall neither sublet any part of the Premises nor assign the Lease, nor any interest in the Lease, without Landlord's prior written consent. Consent to a sublease or assignment shall be in the sole and absolute discretion of Landlord.

## PAYMENTS

19. **Payments/Dishonored Checks:** Payments shall be deemed received when actually delivered to, and received by, Landlord at the payment location. Dishonored checks and any checks received late in the mail will be treated as late payments. Any additional bank and handling charges that are assessed in the event of a dishonored check shall be deemed Additional Rent. Landlord may require Tenant to replace any dishonored check with a money order, cashier's check, or other good funds. Landlord may further require that all subsequent payments after a dishonored check be paid with a money order, cashier's check, or other good funds.

20. **Partial Payment:** Any partial payment made by Tenant will be allocated first to the payment of Additional Rent, including, without limitation, utilities (if applicable) and other expenses, and second to unpaid Rent. Landlord's acceptance of any partial payment does not waive Landlord's right to require immediate payment of the unpaid balance of Rent, or waive or affect Landlord's rights to institute legal proceedings including, without limitation, an eviction action.

21. **No Offset:** No assent, express or implied, to any Default of any one or more of the agreements in the Lease will be deemed or taken to be a waiver of any succeeding or other Default. The covenants set forth in the Lease are independent. Tenant shall have no right to withhold or set off any Rent due Landlord.

22. **Joint and Several Obligations of Tenant:** If more than one person comprises Tenant, it is expressly understood and agreed that each person comprising Tenant is jointly and severally liable for any and all obligations of Tenant in the Lease. This means that each and every person comprising Tenant are each, together and separately, responsible for all of Tenant's obligations. Landlord may, at its option, determine who to hold responsible.

### SECURITY DEPOSIT

23. **Retention or Return of Security Deposit:** Landlord shall abide by any applicable laws or ordinances requiring interest to be paid on the Security Deposit. Landlord may retain the Security Deposit for nonpayment of Rent or Additional Rent, repair of the Premises or Common Areas, replacement of damaged or missing items on the Premises or Common Areas, and/or cleaning of the Premises or Common Areas beyond normal wear and tear incurred during the Term. Tenant may not elect to apply the Security Deposit as last month's rent. Any amount remaining from the Security Deposit, together with a written accounting for any portion retained, will be returned by mail to Tenant not more than sixty (60) days after expiration of the Term. Landlord shall mail the return or accounting to Tenant's last known address. If Tenant consists of more than one person, Tenant agrees that Landlord may provide, at Landlord's discretion, the return or accounting to one representative of Tenant or pro-rata refunds to each person.

24. **Restoration of Balance of Security Deposit:** Landlord has the right at any time, but not the obligation, to apply all or any part of the Security Deposit toward curing any Default of Tenant during the Term. If Landlord does so apply the Security Deposit, Tenant must immediately deposit with Landlord an amount equal to the amount applied so that Tenant will at all times have on deposit with Landlord the entire Security Deposit.

### REPAIRS AND MAINTENANCE

25. **Tenant's Maintenance of the Premises:** In addition to the duties imposed upon Tenant by this Lease, The Colorado Warranty of Habitability Law, codified at § 38-12-501 *et seq.*, C.R.S., requires the following: Tenant has a duty to use that portion of the Premises within Tenant's control in a reasonably clean and safe manner. Tenant fails to maintain the Premises in a reasonably clean and safe manner when the Tenant substantially fails to:

- a. Comply with obligations imposed upon Tenant by applicable provisions of building, health, and housing codes materially affecting health and safety;
- b. Keep the Dwelling Unit reasonably clean, safe, and sanitary as permitted by the conditions of the unit;
- c. Dispose of ashes, garbage, rubbish, and other waste from the Dwelling Unit in a clean, safe, sanitary, and legally compliant manner;
- d. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, elevators, and other facilities and appliances in the Dwelling Unit;
- e. Conduct himself or herself and require other persons in the Residential Premises within the Tenant's control to conduct themselves in a manner that does not disturb their neighbors' peaceful enjoyment of the neighbors' Dwelling Unit; or
- f. Promptly notify Landlord if the Residential Premises is uninhabitable as defined in the Colorado Revised Statutes or if there is a condition that could result in the Premises becoming uninhabitable if not remedied.

In addition to the duties set forth in the above paragraph, Tenant shall not knowingly, intentionally, deliberately, or negligently destroy, deface, damage, impair, or remove any part of the Residential Premises or knowingly permit any person within Tenant's control to do so. Nothing in the above paragraph shall be construed to authorize a



terminate Tenant's possession upon a written Notice to Quit, without a right to cure. Upon such termination, Landlord shall have available any and all of the above-listed remedies.

29. **Abandonment:** If Tenant abandons the Premises, then Landlord may, without being obligated to do so and without terminating the Lease, retake possession of the Premises and exercise any of the remedies contained in Paragraph 30 below.

30. **Re-Entry:** If Landlord re-enters the Premises as a result of abandonment or a Default by Tenant:

a. Tenant shall be liable for damages to Landlord for all loss sustained, including, without limitation, the balance of the Rent and Additional Rent, court costs and reasonable attorneys' fees; and

b. Tenant's personal property and the personal property of any guest, invitee, licensee or occupant may be removed from the Premises and left on the street or alley or, at Landlord's option, it may be removed and stored or disposed of at Landlord's sole discretion. Any expense related to storage of Tenant's personal property is the sole responsibility of Tenant. Landlord shall not be deemed a bailee of the removed property, and Landlord shall not be held liable for either civil or criminal action as a result of the removal. Tenant shall indemnify Landlord for any expense in defending against any claim by Tenant or third-party and for any legal expense, cost, fine or judgment awarded to any third-party as a result of Landlord's action under the term of the Lease; and

c. Landlord may attempt to re-let the Premises for such rent and under such terms as Landlord believes appropriate; and

d. Landlord may enter the Premises, clean and make repairs and charge Tenant accordingly; and

e. any money that Landlord receives from Tenant shall be applied first to Rent, Additional Rent, and other payments due; and

f. Tenant will surrender all keys and peacefully surrender and deliver up possession of the Premises.

31. **Breach of Warranty of Habitability:** In the event of a breach of the Warranty of Habitability (as further defined in Paragraph 49 of this Lease) the parties are advised to refer with the Colorado Warranty of Habitability Law, codified at § 38-12-501 *et seq.*, C.R.S. for further requirements, responsibilities and remedies.

### ADDITIONAL PROVISIONS

32. **Liability Indemnification/Waiver:** Tenant shall save Landlord harmless and indemnified from all injury, loss, claim or damage to any person or property while on the Premises, or arising in any way out of Tenant's use of the Premises. Landlord and Landlord's agents, contractors, and employees shall not be liable for, and Tenant waives all claims for, damage to person or property sustained by Tenant, resulting from any accident or occurrence in or on the Premises, including, but not limited to, claims for damage resulting from: (i) any equipment or appurtenances becoming out of repair; (ii) Landlord's failure to keep the Premises in repair; (iii) injury done or occasioned by wind, water, or other natural element; (iv) any defect in, or failure of, plumbing, heating or air-conditioning equipment (including wood stoves), electric wiring or installation thereof, gas, water and steam pipes, stairs, porches, railings or walks; (v) broken glass; (vi) the backing-up of any sewer pipe or downspout; (vii) the bursting, leaking or running of any tank, tub, sink, sprinkler system, water closet, waste pipe, drain or any other pipe or tank in, on or about the Premises; (viii) the escape of steam or hot water; (ix) water, snow, or ice being on or coming through the roof, skylight, doors, stairs, walks, or any other place on or near the Premises; (x) the falling of any fixtures, plaster or stucco; (xi) fire or other casualty; (xii) any act, omission or negligence of co-tenants or of other persons or occupants of the Premises; and (xiii) any hazardous materials or conditions on the Premises. Where used in this Paragraph: (a) Premises includes any Common Areas, structures on any Common Areas, and any adjacent property; (b) Landlord includes Landlord's agents, respective successors and assigns, contractors, and employees; and (c) Tenant includes Tenant's invitees, licensees, or any other person claiming through Tenant. Nothing contained herein shall be deemed to constitute a waiver of any rights, responsibilities or remedies as may be explicitly imposed by the Colorado Warranty of Habitability Law, codified at § 38-12-501 *et seq.*, C.R.S.

33. **Insurance:** Landlord, in its sole discretion and for its sole benefit, shall cause the Premises to be insured as it deems appropriate. Tenant shall have no right or claim to any insurance or insurance proceeds. Tenant understands and agrees that Landlord has no obligation to obtain insurance for Tenant including, but not limited to, liability, hazard, or contents insurance. If Tenant desires insurance, Tenant is advised to obtain renter's insurance at Tenant's sole cost and expense, and for Tenant's sole benefit.



34. **Destruction or Condemnation of Premises:** Landlord's and Tenant's duties and responsibilities are as follows when destruction or condemnation of the Premises occurs:

a. **Partial Destruction of the Premises:** In case of partial destruction to the Premises by fire, the elements, or other casualty, Landlord, at its discretion, may repair the Premises with reasonable dispatch after notice of the partial destruction. Tenant shall still be responsible for payment of Rent. If Landlord determines that the partial destruction may not be repaired, Subparagraph (d) of this Paragraph shall be effective.

b. **Premises Untenable:** If the Premises are made totally untenable by fire, the elements or other casualty, or if the building in which the Premises are located is partially destroyed to the point where Landlord, within a reasonable time, decides not to rebuild or repair, then Subparagraph (d) of this Paragraph shall be effective.

c. **Condemnation:** If the whole or part of the Premises rented under the Lease are taken by any authority for any public or quasi-public use or purpose, then Subparagraph (d) of this Paragraph shall be effective. All damages and compensation awarded for any taking shall be the sole property of Landlord.

d. **Termination of Term:** Tenant agrees that if Landlord decides not to repair or rebuild the Premises where the destruction has occurred as described in Subparagraphs (a) and (b) of this Paragraph, the Term granted by the Lease will cease and the Rent and Additional Rent will be prorated and payable up to the time of the cessation of the Term. A refund will be given for the balance of any Rent paid in advance for which Tenant did not have use of the Premises due to the cessation of the Term under the conditions of this clause. Where the Premises have been taken due to condemnation as described in Subparagraph (c) of this Paragraph, the Term of the Lease will cease and terminate on the date that possession of the Premises is taken by the authority. Rent and Additional Rent will be prorated and payable up to the time of the cessation of the Term. Tenant shall not hold Landlord liable for any damages as a result of any of the acts or events described in this Subparagraph.

35. **Holdover:** Tenant must vacate the Premises and remove all of Tenant's personal property from the Premises before 11:59 p.m. on the date the Term expires. Landlord may immediately commence eviction proceedings at its sole discretion. If, after the Lease expires, Tenant remains in possession of the Premises and continues to pay Rent without a written agreement as to possession, then the tenancy will be regarded as a month-to-month tenancy, at a monthly rental, payable in advance, equivalent to the last month's Rent paid under the Lease, and subject to all the terms and conditions of the Lease.

36. **Entry by Landlord:** Landlord may enter the Premises at reasonable hours for reasonable purposes (such as repairs, inspections or re-letting to prospective new tenants), after giving reasonable notice to Tenant. Landlord may also enter the Premises in the event of an emergency, without notice, or in the event of vacancy of the Premises, as described in Paragraph 30.

37. **Guarantor:** If the Lease is guaranteed, the person(s) guaranteeing the Lease ("Guarantor") absolutely guarantees Tenant's obligations and performance under the Lease. Guarantor further agrees to be bound by the same covenants and conditions of the Lease and makes the same warranties and representations as Tenant under the Lease. If Tenant defaults in the performance of Tenant's obligations under the Lease, Guarantor will perform Tenant's obligations.

38. **Subordination:** The Lease is subordinate to all existing and future mortgages, deeds of trust and other security interests on the Premises.

39. **Notices:** All notices required to be sent under the Lease must be in writing and either be: (i) delivered as provided by applicable law, including *inter alia*, §§ 13-40-101, C.R.S., *et seq.* [Colorado Forcible Entry and Unlawful Detainer statute]; (ii) personally delivered, with proper proof of service; or (iii) sent via U.S. first class mail, postage prepaid. All notices required to be sent to Landlord must be sent or delivered to the address where the Rent is to be paid, and all notices required to be sent to Tenant must be sent or delivered to the Premises, unless otherwise specified. Notwithstanding the foregoing, all notices involving or concerning §§ 13-40-101 *et seq.*, C.R.S., and § 38-12-501 *et seq.*, C.R.S. must be delivered as provided in this law.

40. **Attorney Fees:** If either party fails to perform any of its obligations under the Lease, or if a dispute arises concerning the meaning or interpretation of any provision of the Lease, then the defaulting party or the party not prevailing in the dispute, as the case may be, must pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights under the Lease, including, without limitation, court costs and reasonable attorney fees as per §13-40-123, C.R.S.

41. **Governing Law:** The Lease is governed by and construed in accordance with the laws of the State of Colorado. Venue is proper in the county in which the Premises are located.

42. **Amendments and Termination:** Unless otherwise provided in the Lease, the Lease may be amended, modified, or terminated only by a written instrument executed by Landlord and Tenant.

43. **Captions:** The Paragraph titles or captions in the Lease are for convenience only and shall not be deemed to be part of the Lease.

44. **Pronouns; Joint and Several Use of Certain Terms:** Whenever the terms referred to in the Lease are singular, the same shall be deemed to mean the plural, as the context indicates, and vice versa. All references to the "Landlord" mean Landlord and/or its authorized agents, contractors, or employees as may be required by the specific context. All references to "Tenant" mean each and every person comprising Tenant or an individual person or combination of persons comprising Tenant as may be required by the specific context.

45. **Waivers:** No right under the Lease may be waived except by written instrument executed by the party who is waiving that right. No waiver of any breach of any provision contained in the Lease shall be deemed a waiver of any preceding or succeeding breach of that provision or of any other provision contained in the Lease. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

46. **Severability:** If any term, covenant, condition, or provision of the Lease or the application thereof to any person or circumstance is found, at any time or to any extent, to be invalid or unenforceable, the remainder of the Lease, or the application of that term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of the Lease shall be valid and shall be enforced to the fullest extent permitted by law.

47. **Lead-Based Paint Disclosure Rule:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenant must also receive a federally approved pamphlet on lead poisoning prevention. If the Premises were constructed before 1978, Landlord must comply with the Lead-Based Paint Disclosure Rule, 42 U.S.C. § 4852(d).

48. **Other Applicable Laws:** Federal, state, county and/or municipal laws and ordinances, which are not specifically addressed in the Lease, may affect the Premises, the Lease and the Landlord/Tenant relationship. The Colorado Warranty of Habitability statute, codified at § 38-12-501 *et seq.*, C.R.S., contains explicit responsibilities and remedies for both the Landlord and Tenant concerning use, condition and occupancy of the Premises. Landlord and Tenant should consult legal counsel before executing the Lease to ascertain such information.

### COLORADO WARRANTY OF HABITABILITY

49. **Colorado Warranty of Habitability Statute:** The Colorado Warranty of Habitability Law, codified at § 38-12-501 *et seq.*, C.R.S (the "Warranty of Habitability") imposes certain statutory obligations as to the condition of the Premises. As such, the Landlord hereby represents and warrants in this Lease, that the Residential Premises is fit for human habitation. Landlord shall be deemed to breach the aforementioned Warranty of Habitability in the event that:

a. The Residential Premises is uninhabitable as described in § 38-12-505, C.R.S., or otherwise unfit for human habitation; and

b. The Residential Premises is in a condition that is materially dangerous or hazardous to the Tenant's life, health, or safety; and

c. The Landlord has received written notice of the condition described in above and has failed to cure the problem within a reasonable time.

50. **Uninhabitable Residential Premises:** Section 38-12-505(1), C.R.S., provides that the Residential Premises is deemed uninhabitable if it substantially lacks any of the following characteristics:

a. Waterproofing and weather protection of roof and exterior walls maintained in good working order, including unbroken windows and doors;



**THE PARTIES SHOULD INITIAL EACH PAGE OF THE LEASE AND SIGN BELOW. EACH PARTY SHOULD RECEIVE A SIGNED COPY OF THE LEASE AND ANY ADDENDA.**

**TENANT:**

\_\_\_\_\_  
Signature  
Cherlyin Penny Mannon  
Print Name  
Date: \_\_\_\_\_

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
Date: \_\_\_\_\_

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
Date: \_\_\_\_\_

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
Date: \_\_\_\_\_

**GUARANTOR (if applicable):**

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
Date: \_\_\_\_\_

**LANDLORD:**

**AN ENTITY:**  
\_\_\_\_\_, a(n)  
\_\_\_\_\_  
Type of Entity

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Or AN INDIVIDUAL:**  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
Date: \_\_\_\_\_



**THIS LEASE HAS IMPORTANT LEGAL CONSEQUENCES.  
THE PARTIES SHOULD CONSULT LEGAL COUNSEL BEFORE SIGNING.**

## RESIDENCE LEASE

This Residence Lease (the "Lease") is made on July 10th, 2013 (date) and is entered into by and between Landlord (as defined below) and Tenant (as defined below). In consideration of the payment of the Rent (as defined below), other monies due the Landlord ("Additional Rent"), and the performance of the promises by Tenant set forth below, Landlord leases to Tenant, and Tenant accepts, the Premises described below, subject to the terms and provisions set forth in the Lease. This Lease shall be deemed to be a Rental Agreement as such term is employed in the Colorado Revised Statutes (the "Rental Agreement.")

### PARTIES, PREMISES, AND DEFINED TERMS

1. **Landlord:** Pro Real Estate Services In. (Agent for City of westminster),  
a(n) Corporation [Individual, Company or Type of Entity], (the "Landlord").

2. **Tenants/Occupancy:** 1) Daniel W. Slusher; 2) \_\_\_\_\_;  
3) \_\_\_\_\_; and 4) \_\_\_\_\_;  
[identify all occupants of the Premises over the age of 18] are persons entitled under to occupy the Dwelling Unit to the exclusion of others (collectively referred to in the Lease as the "Tenant"). A maximum of 2 people shall occupy the Premises.

3. **Premises:** The following described property situated in City of Westminster, County of Jefferson,  
\_\_\_\_\_, [insert city and county] State of Colorado, with the address of  
8370 W. 108th. Ave. Westminster, CO 80021-2617 [insert street address] described as follows:  
Lot \_\_\_\_\_, Block \_\_\_\_\_, \_\_\_\_\_ (the "Premises").  
The Lease  includes  excludes parking, specifically: Parking/Garage Space \_\_\_\_\_ (the "Parking Space").

4. **Term:** Landlord leases the Premises to Tenant from twelve o'clock noon on the 1st day of August, 2013, and until 11:59 p.m. on the 1st day of August, 2014 (the "Term"). Subject to Tenant's performance of all obligations under the Lease, including without limitation, payment of Rent and other amounts, Tenant shall enjoy quiet possession of the Premises.

5. **Rent:** Rental for the entire Term is Eight Hundred and 00 /100 Dollars (\$ 875.00) and shall be paid in monthly installments of Eight Hundred and 00 /100 Dollars (\$ 875.00) payable in advance, on or before twelve o'clock noon on the first day of each calendar month during the term of the Lease at the location set forth below, without notice (the "Rent"). Unless otherwise provided in the Lease, all payments must be mailed or delivered to Landlord (or Landlord's property management company, as the case may be) at the following address:

11941 W. 48th. Ave. #100 Wheat Ridge, COLORADO 80021.

If the Term does not begin on the first day of the month, the Rent will be prorated accordingly.

6. **Security Deposit:** Before occupying the Premises, Tenant must deposit with Landlord a security, cleaning and damage deposit in the amount of Eight Hundred Seventy Five and NA /100 Dollars (\$ 875.00) (including Pet Damage Deposit, if applicable, as defined below) as security for the return of the Premises at the expiration of the Term in as good condition as when Tenant entered the Premises, normal wear and tear excepted, as well as the faithful, timely and complete performance of all other terms, conditions and covenants of the Lease (the "Security Deposit").

7. **Colorado Revised Statutes Definitions:** The Colorado Warranty of Habitability Law, codified at § 38-12-501 *et seq.*, C.R.S., contains the following definitions which may be applicable in conjunction with certain rights and responsibilities imposed by the law: Dwelling Unit is the structure, or the part of the structure, that is used as the home, residence, or sleeping place by Tenant (the “**Dwelling Unit**”). Common areas are the facilities and appurtenances to a Residential Premises, including the grounds, areas, and facilities held out for the use of tenants generally or whose use is promised to Tenant (the “**Common Areas**”). Residential Premises means the Dwelling Unit, the structure of which the unit is a part and the Common Areas (the “**Residential Premises**”).

8. **Utilities:** Tenant shall be responsible for paying the following utilities, which charges shall be deemed Additional Rent:  Electric  Gas  Water  Sewer  Phone  Cable/Satellite T.V.  Internet Access  Refuse Disposal  Other \_\_\_\_\_.  
If the Premises shares meter facilities for utilities, the charges will be allocated to each by Landlord based on a reasonable basis and shall be considered Additional Rent. If Tenant fails to timely pay any of the above charges, it shall be deemed a Default by Tenant. If separate arrangements are made for Tenant to provide its own utilities directly from the respective service provider, then Landlord shall have no liability therefore. Landlord shall be responsible for any remaining utilities not specifically designated to be paid by Tenant.

9. **Late Payments:** If any rental installment or other payment is received later than 5 days after the date when due, the parties agree that Additional Rent in the amount of  \$ 50.00 or  \_\_\_\_\_ percent (5%) of the outstanding sums, shall also be due and payable. The foregoing items shall be deemed Additional Rent.

10. **Repairs and Maintenance of the Premises:** The Tenant shall be responsible for maintenance of the Premises as described further in the Lease. The Landlord shall be responsible for maintenance and repair of the Premises as described further in the Lease. However, in the event that the parties agree that Tenant shall be responsible for some or all of the repairs and/or some or all of the maintenance beyond that set forth in the Lease, then the parties shall execute a separate writing consistent with the requirements of The Colorado Warranty of Habitability Law, codified at § 38-12-501 *et seq.*, C.R.S indicating such agreement. Such separate writing may be appended to this Lease as an addendum.

11. **Pets:** Pets  are  are not permitted on the Premises. If pets are permitted, they are limited to (number and type of pets) NO PETS, and Tenant must deposit an additional Pet Damage Deposit of \$ NA with Landlord before arrival of pet.

### PREMISES

12. **Common Areas/Governing Documents:** If the Premises includes any common areas with any other properties that are subject to any declarations, covenants, conditions, or restrictions by any governing documents (the “**Governing Documents**”) pertaining to the Premises, Tenant is granted a license to use those areas on the terms and conditions contained in such governing documents. All use of the Common Areas is at the sole risk of Tenant and Landlord will not be held liable for any damages or injuries occasioned by such use.

13. **Parking:** If parking is available and included on or adjacent to the Premises, the parties understand and agree that the Lease establishes a license to use the Premises for parking for Tenant’s motor vehicles. All motor vehicles must be properly licensed and insured. No inoperative, stored, or “junked” motor vehicles are permitted. Landlord may cause removal of all motor vehicles or personal property not authorized or permitted, including those left on the Premises or designated Common Areas after expiration or termination of the Lease or Term. Tenant agrees to comply with any parking requirements and restrictions specified in any Governing Documents or rules and regulations governing the Premises.

14. **Check-In Inspection, Condition of Premises and Representations:** Landlord and Tenant may conduct an inspection of the Premises at the time of possession. A check-in inspection sheet may be completed at that time and the information contained in it will be sufficient and satisfactory proof of the condition of the Premises at the time of possession should a subsequent dispute arise. All systems and appliances on the Premises, including refrigerators, stoves, microwaves, dishwashers, washers, dryers, etc., will be in working condition at the commencement of the Term, unless specifically noted to the contrary on the check-in inspection sheet. As of the commencement of the Lease, Tenant acknowledges that Tenant has examined the Premises and is satisfied with the

condition of the Premises, including all systems and appliances on the Premises. Taking possession of the Premises is conclusive evidence to the fact that the Premises are in good order and satisfactory condition.

15. **Use of Premises:** Where used in this Paragraph 15, Premises includes any Common Areas and Tenant includes Tenant's licensees and invitees.

a. **Occupancy of Premises:** Tenant represents and warrants that Tenant has identified all of the individuals over the age of 18 who will occupy the Premises in Paragraph 2 of the Lease and that the Premises are to be used only as a private residence for those individuals. Landlord must approve any change to those listed as Tenants in the Lease. If Tenant desires any change or increase to those shown as Tenants in the Lease, and provided any increase is not in violation of applicable occupancy codes, those individuals desiring tenancy must complete any application and approval process required by Landlord, in advance of any change, and after Landlord's approval must execute a new Lease. If Tenant fails to obtain Landlord's approval in advance of any change in occupancy, Tenant understands that this failure constitutes a Default as described in the Lease. Landlord represents and warrants that it has obtained any rental licenses as may be required in the city or county in which the Premises are located.

b. **Legal Compliance:** Tenant is liable for the actions of Tenant's licensees and invitees. Tenant agrees to comply with and abide by all federal, state, county and municipal laws and ordinances, and any Governing Documents, if applicable, in connection with the occupancy and use of the Premises. No alcoholic beverages shall be possessed or consumed by Tenant, or Tenant's licensees or invitees, unless the person possessing or consuming alcohol is of legal age. No illegal drugs or controlled substances (unless specifically prescribed by a physician for a specific person residing or present on the Premises) are permitted on the Premises. Tenant agrees to refrain from using the Premises in any way that may result in an increase of the rate or cost of insurance on the Premises. No hazardous or dangerous activities are permitted on the Premises.

c. **Rules and Regulations:** Landlord shall provide Tenant with a copy of all rules and regulations, if any, affecting the Premises, to which Tenant agrees to abide.

d. **Safety:** Tenant must not use the Premises in a manner that may endanger the person or property of Landlord, co-tenants, or any person living on or near the Premises. Tenant agrees to limit use of the Premises to those consistent with the Premises' clean, safe, sanitary, and habitable condition.

e. **Nuisance Prohibited:** Neither Tenant nor Tenant's licensees or invitees shall be a nuisance or act in any manner that would interfere with the quiet enjoyment by adjacent property owners or other tenants (or their invitees) of their premises. This prohibition includes, but is not limited to, loud noises, loud music, noxious or unpleasant odors, and disruptive behavior or actions.

16. **Check-Out Procedure:** The parties may, at their discretion, conduct a check-out/walk-through of the Premises when, or immediately before, Tenant re-delivers the Premises at the end of the Term.

17. **Surrender of Premises:** Tenant will return the Premises to Landlord at the expiration of the Term in as good condition as when Tenant took possession of the Premises, normal wear and tear excepted. Any deterioration or damage caused by accident, abuse, carelessness, or negligence shall not be considered normal wear and tear. If Tenant fails to re-deliver the Premises in appropriate condition, Landlord may restore the Premises to appropriate condition, including repair, replacement and cleaning. The cost of any work necessitated will be deducted from the Security Deposit, and if the Security Deposit is insufficient to cover work performed, Tenant will be obliged to pay the additional balance.

18. **Subletting or Assignment:** Tenant shall neither sublet any part of the Premises nor assign the Lease, nor any interest in the Lease, without Landlord's prior written consent. Consent to a sublease or assignment shall be in the sole and absolute discretion of Landlord.

### **PAYMENTS**

19. **Payments/Dishonored Checks:** Payments shall be deemed received when actually delivered to, and received by, Landlord at the payment location. Dishonored checks and any checks received late in the mail will be treated as late payments. Any additional bank and handling charges that are assessed in the event of a dishonored check shall be deemed Additional Rent. Landlord may require Tenant to replace any dishonored check with a money order, cashier's check, or other good funds. Landlord may further require that all subsequent payments after a dishonored check be paid with a money order, cashier's check, or other good funds.









terminate Tenant's possession upon a written Notice to Quit, without a right to cure. Upon such termination, Landlord shall have available any and all of the above-listed remedies.

29. **Abandonment:** If Tenant abandons the Premises, then Landlord may, without being obligated to do so and without terminating the Lease, retake possession of the Premises and exercise any of the remedies contained in Paragraph 30 below.

30. **Re-Entry:** If Landlord re-enters the Premises as a result of abandonment or a Default by Tenant:

a. Tenant shall be liable for damages to Landlord for all loss sustained, including, without limitation, the balance of the Rent and Additional Rent, court costs and reasonable attorneys' fees; and

b. Tenant's personal property and the personal property of any guest, invitee, licensee or occupant may be removed from the Premises and left on the street or alley or, at Landlord's option, it may be removed and stored or disposed of at Landlord's sole discretion. Any expense related to storage of Tenant's personal property is the sole responsibility of Tenant. Landlord shall not be deemed a bailee of the removed property, and Landlord shall not be held liable for either civil or criminal action as a result of the removal. Tenant shall indemnify Landlord for any expense in defending against any claim by Tenant or third-party and for any legal expense, cost, fine or judgment awarded to any third-party as a result of Landlord's action under the term of the Lease; and

c. Landlord may attempt to re-let the Premises for such rent and under such terms as Landlord believes appropriate; and

d. Landlord may enter the Premises, clean and make repairs and charge Tenant accordingly; and

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f. Tenant will surrender all keys and peacefully surrender and deliver up possession of the Premises.

31. **Breach of Warranty of Habitability:** In the event of a breach of the Warranty of Habitability (as further defined in Paragraph 49 of this Lease) the parties are advised to refer with the Colorado Warranty of Habitability Law, codified at § 38-12-501 *et seq.*, C.R.S. for further requirements, responsibilities and remedies.

### ADDITIONAL PROVISIONS

32. **Liability Indemnification/Waiver:** Tenant shall save Landlord harmless and indemnified from all injury, loss, claim or damage to any person or property while on the Premises, or arising in any way out of Tenant's use of the Premises. Landlord and Landlord's agents, contractors, and employees shall not be liable for, and Tenant waives all claims for, damage to person or property sustained by Tenant, resulting from any accident or occurrence in or on the Premises, including, but not limited to, claims for damage resulting from: (i) any equipment or appurtenances becoming out of repair; (ii) Landlord's failure to keep the Premises in repair; (iii) injury done or occasioned by wind, water, or other natural element; (iv) any defect in, or failure of, plumbing, heating or air-conditioning equipment (including wood stoves), electric wiring or installation thereof, gas, water and steam pipes, stairs, porches, railings or walks; (v) broken glass; (vi) the backing-up of any sewer pipe or downspout; (vii) the bursting, leaking or running of any tank, tub, sink, sprinkler system, water closet, waste pipe, drain or any other pipe or tank in, on or about the Premises; (viii) the escape of steam or hot water; (ix) water, snow, or ice being on or coming through the roof, skylight, doors, stairs, walks, or any other place on or near the Premises; (x) the falling of any fixtures, plaster or stucco; (xi) fire or other casualty; (xii) any act, omission or negligence of co-tenants or of other persons or occupants of the Premises; and (xiii) any hazardous materials or conditions on the Premises. Where used in this Paragraph: (a) Premises includes any Common Areas, structures on any Common Areas, and any adjacent property; (b) Landlord includes Landlord's agents, respective successors and assigns, contractors, and employees; and (c) Tenant includes Tenant's invitees, licensees, or any other person claiming through Tenant. Nothing contained herein shall be deemed to constitute a waiver of any rights, responsibilities or remedies as may be explicitly imposed by the Colorado Warranty of Habitability Law, codified at § 38-12-501 *et seq.*, C.R.S.

33. **Insurance:** Landlord, in its sole discretion and for its sole benefit, shall cause the Premises to be insured as it deems appropriate. Tenant shall have no right or claim to any insurance or insurance proceeds. Tenant understands and agrees that Landlord has no obligation to obtain insurance for Tenant including, but not limited to, liability, hazard, or contents insurance. If Tenant desires insurance, Tenant is advised to obtain renter's insurance at Tenant's sole cost and expense, and for Tenant's sole benefit.

34. **Destruction or Condemnation of Premises:** Landlord's and Tenant's duties and responsibilities are as follows when destruction or condemnation of the Premises occurs:

a. **Partial Destruction of the Premises:** In case of partial destruction to the Premises by fire, the elements, or other casualty, Landlord, at its discretion, may repair the Premises with reasonable dispatch after notice of the partial destruction. Tenant shall still be responsible for payment of Rent. If Landlord determines that the partial destruction may not be repaired, Subparagraph (d) of this Paragraph shall be effective.

b. **Premises Untenable:** If the Premises are made totally untenable by fire, the elements or other casualty, or if the building in which the Premises are located is partially destroyed to the point where Landlord, within a reasonable time, decides not to rebuild or repair, then Subparagraph (d) of this Paragraph shall be effective.

c. **Condemnation:** If the whole or part of the Premises rented under the Lease are taken by any authority for any public or quasi-public use or purpose, then Subparagraph (d) of this Paragraph shall be effective. All damages and compensation awarded for any taking shall be the sole property of Landlord.

d. **Termination of Term:** Tenant agrees that if Landlord decides not to repair or rebuild the Premises where the destruction has occurred as described in Subparagraphs (a) and (b) of this Paragraph, the Term granted by the Lease will cease and the Rent and Additional Rent will be prorated and payable up to the time of the cessation of the Term. A refund will be given for the balance of any Rent paid in advance for which Tenant did not have use of the Premises due to the cessation of the Term under the conditions of this clause. Where the Premises have been taken due to condemnation as described in Subparagraph (c) of this Paragraph, the Term of the Lease will cease and terminate on the date that possession of the Premises is taken by the authority. Rent and Additional Rent will be prorated and payable up to the time of the cessation of the Term. Tenant shall not hold Landlord liable for any damages as a result of any of the acts or events described in this Subparagraph.

35. **Holdover:** Tenant must vacate the Premises and remove all of Tenant's personal property from the Premises before 11:59 p.m. on the date the Term expires. Landlord may immediately commence eviction proceedings at its sole discretion. If, after the Lease expires, Tenant remains in possession of the Premises and continues to pay Rent without a written agreement as to possession, then the tenancy will be regarded as a month-to-month tenancy, at a monthly rental, payable in advance, equivalent to the last month's Rent paid under the Lease, and subject to all the terms and conditions of the Lease.

36. **Entry by Landlord:** Landlord may enter the Premises at reasonable hours for reasonable purposes (such as repairs, inspections or re-letting to prospective new tenants), after giving reasonable notice to Tenant. Landlord may also enter the Premises in the event of an emergency, without notice, or in the event of vacancy of the Premises, as described in Paragraph 30.

37. **Guarantor:** If the Lease is guaranteed, the person(s) guaranteeing the Lease ("**Guarantor**") absolutely guarantees Tenant's obligations and performance under the Lease. Guarantor further agrees to be bound by the same covenants and conditions of the Lease and makes the same warranties and representations as Tenant under the Lease. If Tenant defaults in the performance of Tenant's obligations under the Lease, Guarantor will perform Tenant's obligations.

38. **Subordination:** The Lease is subordinate to all existing and future mortgages, deeds of trust and other security interests on the Premises.

39. **Notices:** All notices required to be sent under the Lease must be in writing and either be: (i) delivered as provided by applicable law, including *inter alia*, §§ 13-40-101, C.R.S., *et seq.* [Colorado Forcible Entry and Unlawful Detainer statute]; (ii) personally delivered, with proper proof of service; or (iii) sent via U.S. first class mail, postage prepaid. All notices required to be sent to Landlord must be sent or delivered to the address where the Rent is to be paid, and all notices required to be sent to Tenant must be sent or delivered to the Premises, unless otherwise specified. Notwithstanding the foregoing, all notices involving or concerning §§ 13-40-101 *et seq.*, C.R.S., and § 38-12-501 *et seq.*, C.R.S. must be delivered as provided in this law.

40. **Attorney Fees:** If either party fails to perform any of its obligations under the Lease, or if a dispute arises concerning the meaning or interpretation of any provision of the Lease, then the defaulting party or the party not prevailing in the dispute, as the case may be, must pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights under the Lease, including, without limitation, court costs and reasonable attorney fees as per §13-40-123, C.R.S.

41. **Governing Law:** The Lease is governed by and construed in accordance with the laws of the State of Colorado. Venue is proper in the county in which the Premises are located.

42. **Amendments and Termination:** Unless otherwise provided in the Lease, the Lease may be amended, modified, or terminated only by a written instrument executed by Landlord and Tenant.

43. **Captions:** The Paragraph titles or captions in the Lease are for convenience only and shall not be deemed to be part of the Lease.

44. **Pronouns; Joint and Several Use of Certain Terms:** Whenever the terms referred to in the Lease are singular, the same shall be deemed to mean the plural, as the context indicates, and vice versa. All references to the "Landlord" mean Landlord and/or its authorized agents, contractors, or employees as may be required by the specific context. All references to "Tenant" mean each and every person comprising Tenant or an individual person or combination of persons comprising Tenant as may be required by the specific context.

45. **Waivers:** No right under the Lease may be waived except by written instrument executed by the party who is waiving that right. No waiver of any breach of any provision contained in the Lease shall be deemed a waiver of any preceding or succeeding breach of that provision or of any other provision contained in the Lease. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

46. **Severability:** If any term, covenant, condition, or provision of the Lease or the application thereof to any person or circumstance is found, at any time or to any extent, to be invalid or unenforceable, the remainder of the Lease, or the application of that term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of the Lease shall be valid and shall be enforced to the fullest extent permitted by law.

47. **Lead-Based Paint Disclosure Rule:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenant must also receive a federally approved pamphlet on lead poisoning prevention. If the Premises were constructed before 1978, Landlord must comply with the Lead-Based Paint Disclosure Rule, 42 U.S.C. § 4852(d).

48. **Other Applicable Laws:** Federal, state, county and/or municipal laws and ordinances, which are not specifically addressed in the Lease, may affect the Premises, the Lease and the Landlord/Tenant relationship. The Colorado Warranty of Habitability statute, codified at § 38-12-501 *et seq.*, C.R.S., contains explicit responsibilities and remedies for both the Landlord and Tenant concerning use, condition and occupancy of the Premises. Landlord and Tenant should consult legal counsel before executing the Lease to ascertain such information.

### COLORADO WARRANTY OF HABITABILITY

49. **Colorado Warranty of Habitability Statute:** The Colorado Warranty of Habitability Law, codified at § 38-12-501 *et seq.*, C.R.S. (the "Warranty of Habitability") imposes certain statutory obligations as to the condition of the Premises. As such, the Landlord hereby represents and warrants in this Lease, that the Residential Premises is fit for human habitation. Landlord shall be deemed to breach the aforementioned Warranty of Habitability in the event that:

- a. The Residential Premises is uninhabitable as described in § 38-12-505, C.R.S., or otherwise unfit for human habitation; and
- b. The Residential Premises is in a condition that is materially dangerous or hazardous to the Tenant's life, health, or safety; and
- c. The Landlord has received written notice of the condition described in above and has failed to cure the problem within a reasonable time.

50. **Uninhabitable Residential Premises:** Section 38-12-505(1), C.R.S., provides that the Residential Premises is deemed uninhabitable if it substantially lacks any of the following characteristics:

- a. Waterproofing and weather protection of roof and exterior walls maintained in good working order, including unbroken windows and doors;

- b. Plumbing or gas facilities that conformed to applicable law in effect at the time of installation and that are maintained in good working order;
- c. Running water and reasonable amounts of hot water at all times furnished to appropriate fixtures and connected to a sewage disposal system approved under applicable law;
- d. Functioning heating facilities that conformed to applicable law at the time of installation and that are maintained in good working order;
- e. Electrical lighting, with wiring and electrical equipment that conformed to applicable law at the time of installation, maintained in good working order;
- f. Common areas and areas under the control of the Landlord that are kept reasonably clean, sanitary, and free from all accumulations of debris, filth, rubbish, and garbage and that have appropriate extermination in response to the infestation of rodents or vermin;
- g. Appropriate extermination in response to the infestation of rodents or vermin throughout the Residential Premises;
- h. An adequate number of appropriate exterior receptacles for garbage and rubbish, in good repair;
- i. Floors, stairways, and railings maintained in good repair;
- j. Locks on all exterior doors and locks or security devices on windows designed to be opened that are maintained in good working order; or
- k. Compliance with all applicable building, housing, and health codes, which, if violated, would constitute a condition that is dangerous or hazardous to Tenant's life, health, or safety.

It is further understood that no deficiency in the Common Area shall render the Residential Premises uninhabitable as set forth in the Warranty of Habitability, unless it materially and substantially limits the Tenant's use of his or her Dwelling Unit. Notwithstanding the foregoing, when any condition described above is caused by misconduct of the Tenant, a member of the Tenant's household, a guest or invitee of the Tenant, or a person under the Tenant's direction or control, the condition shall not constitute a breach of the Warranty of Habitability. It shall not be misconduct by a victim of domestic violence or domestic abuse under § 38-12-503(3), C.R.S., if the condition is the result of domestic violence or domestic abuse and the Landlord has been given written notice and evidence of domestic violence or domestic abuse as described in § 38-12-402 (2) (a), C.R.S.

51. **Opt-Out:** If the Dwelling Unit is contained within a mobile home park, or if the Dwelling Unit is contained in a structure where there are four or fewer dwelling units sharing common walls and are located on the same parcel of property and are owned by the same owner, or if the Dwelling Unit is a single-family residential premises, and the opt-out is not inconsistent with any obligations imposed upon the Landlord by a governmental entity for the receipt of a subsidy for the Premises, then the Warranty of Habitability Law provides that the parties may opt-out of certain maintenance obligations of the Landlord and provide that the Tenant shall undertake such maintenance obligations. Provided that the Dwelling Unit is located in a type of residential premises qualifying for such opt-out provisions, the parties hereby opt-out of the following items, which have been checked, and agree that the Tenant shall be responsible for same. In the event that no items are checked, then this opt-out provision shall not be applicable. The Tenant shall be responsible for maintenance of the following:  Common areas and areas under the control of the Landlord that are kept reasonably clean, sanitary, and free from all accumulations of debris, filth, rubbish, and garbage and that have appropriate extermination in response to the infestation of rodents or vermin;  Appropriate extermination in response to the infestation of rodents or vermin throughout the Residential Premises; and/or  An adequate number of appropriate exterior receptacles for garbage and rubbish, in good repair.

52. **Additional Provisions:** If there are any additional agreements between the parties or provisions with respect to the Premises, an Addendum may be attached to the Lease, which will be incorporated by this reference as a part of the Lease. An Addendum containing additional provisions  is  is not attached.

After the term of the lease expires, the agreement shall continue month to month until such time that a 30 day notice is given by either party to terminate this agreement.

1- Paint and paint materials necessary to paint the interior of the property will be provided by landlord within 3 days upon execution of lease.

2-Carpet stretching will be performed at landlord expense within 3 days upon execution of lease.



**THE PARTIES SHOULD INITIAL EACH PAGE OF THE LEASE AND SIGN BELOW. EACH PARTY SHOULD RECEIVE A SIGNED COPY OF THE LEASE AND ANY ADDENDA.**

**TENANT:**

**LANDLORD:**

\_\_\_\_\_  
Signature  
Daniel W. Slusher  
\_\_\_\_\_  
Print Name  
Date: \_\_\_\_\_

**AN ENTITY:**  
\_\_\_\_\_, a(n)  
\_\_\_\_\_  
Type of Entity

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
Date: \_\_\_\_\_

**Or AN INDIVIDUAL:**  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
Date: \_\_\_\_\_

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
Date: \_\_\_\_\_

**GUARANTOR (if applicable):**

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
Date: \_\_\_\_\_



Agenda Memorandum

City Council Meeting  
August 12, 2013



**SUBJECT:** Second Reading of Councillor’s Bill No. 26 re Tanglewood Creek Trail Construction Supplemental Appropriation

**Prepared By:** Sarah Washburn, Landscape Architect II  
Richard Dahl, Park Services Manager

**Recommended City Council Action:**

Pass Councillor’s Bill No. 26 on second reading authorizing a supplemental appropriation in the amount of \$517,592, reflecting the City’s receipt of an Adams County Open Space Grant for \$434,000 for construction of Tanglewood Creek Trail, and transfer of \$83,592 from the Adams County School District 12 School Land Dedication Fee account to be used for Tanglewood Creek Trail construction.

**Summary Statement**

- In January 2013, Staff received City Council approval to submit a request of \$434,000 to Adams County for construction of Tanglewood Creek Trail. Staff submitted this grant request in February 2013, and was awarded the full request of \$434,000 to construct the trail by The Adams County Board of Commissioners on May 20, 2013.
- A portion of the City’s matching funds for the grant received are allocated from the Adams County School District 12 School Land Dedication Fee fund. This account is intended to fund the acquisition of school sites and public improvements adjacent to Adams County School District 12 facilities. The City has an Intergovernmental Agreement (IGA) with District 12 related to Mountain Range High School that calls for the City to construct a trail along Tanglewood Creek south of 128<sup>th</sup> Avenue. The Tanglewood Creek Trail project specifically addresses and meets the commitments made within the IGA for these funds.
- Staff will bring the recommended construction bid to City Council for approval later this year. Construction will be complete in the summer of 2014.
- This Councillor’s Bill was passed on first reading July 22, 2013.

**Expenditure Required:** \$517,592

**Source of Funds:** Adams County Open Space Grant - \$434,000  
Adams County District 12 School Land Dedication Fees - \$83,592

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment

BY AUTHORITY

ORDINANCE NO. **3686**

COUNCILLOR'S BILL NO. **26**

SERIES OF 2013

INTRODUCED BY COUNCILLORS  
**Lindsey - Major**

**A BILL**

**FOR AN ORDINANCE AMENDING THE 2013 BUDGET OF THE GENERAL CAPITAL  
IMPROVEMENT FUND AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM  
THE 2013 ESTIMATED REVENUES IN THE FUNDS**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2013 appropriation for the General Capital Improvement Fund, initially appropriated by Ordinance No. 3655 is hereby increased by \$517,592. This appropriation is due to the receipt of an Adams County grant and School Land Dedication Fees.

Section 2. The \$517,592 increase in the General Capital Improvement Fund shall be allocated to City Revenue and Expense accounts as described in the City Council Agenda Item 10 C dated July 22, 2013 (a copy of which may be obtained from the City Clerk) increasing City fund budgets as follows:

General Capital Improvement Fund	<u>\$517,592</u>
Total	<u>\$517,592</u>

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

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED  
PUBLISHED this 22<sup>nd</sup> day of July, 2013.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED  
this 12<sup>th</sup> day of August, 2013.

ATTEST:

\_\_\_\_\_  
Mayor

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



## Agenda Item 8 H

### Agenda Memorandum

City Council Meeting  
August 12, 2013



**SUBJECT:** Second Reading of Councillor's Bill No. 27 re FY2012 Carryover Appropriation into FY2013

**Prepared By:** Barbara Opie, Assistant City Manager  
Steve Smithers, Deputy City Manager

### Recommended City Council Action:

Pass Councillor's Bill No. 27 on second reading, appropriating FY2012 carryover funds into the FY2013 budgets of the budgets of the General, General Reserve, General Fund Stabilization Reserve, General Capital Improvement, Utility, Utility Reserve, Storm Drainage, General Capital Outlay Replacement, Golf Course, and POST Funds.

### Summary Statement

- City Council action is requested to pass the attached Councillors Bill on second reading, which appropriates \$15,577,208 of FY2012 carryover funds into the FY2013 budgets of the General, General Reserve, General Fund Stabilization Reserve, General Capital Improvement, Utility, Utility Reserve, Storm Drainage, General Capital Outlay Replacement, Golf Course, and POST Funds.
- Total funding of \$15,577,208 is recommended to be appropriated on second reading for the items listed in the July 22, 2013, agenda memorandum. The funds come from unrestricted revenues and unexpended 2012 monies in the various amounts identified. The attached ordinance reflects a total increase of \$17,858,627; this amount differs from the \$15,577,208 noted in the Expenditure Required due to the accounting of transfers required to properly reflect the transactions on the City's books.
- This Councillor's Bill was passed on first reading on July 22, 2013.

**Expenditure Required:** \$15,577,208

**Source of Funds:** FY2012 Carryover from the General, Utility, Storm Drainage, Sales & Use Tax, General Capital Improvement, General Capital Outlay Replacement, Golf Course, and POST Funds

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment



BY AUTHORITY

ORDINANCE NO. **3687**

COUNCILLOR'S BILL NO. **27**

SERIES OF 2013

INTRODUCED BY COUNCILLORS  
**Briggs - Kaiser**

**A BILL**

**FOR AN ORDINANCE INCREASING THE 2013 BUDGET OF THE GENERAL, WATER, UTILITY RATE STABILIZATION RESERVE, WASTEWATER, LEGACY RIDGE, STORM DRAINAGE, GENERAL CAPITAL OUTLAY REPLACEMENT, SALES & USE TAX, PARKS OPEN SPACE & TRAILS, AND GENERAL CAPITAL IMPROVEMENT AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2013 ESTIMATED REVENUES IN THESE FUNDS.**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2013 appropriation for the General, Water, Utility Rate Stabilization Reserve, Wastewater, Legacy Ridge, Storm Drainage, General Capital Outlay Replacement, Sales & Use Tax, Parks Open Space & Trails, and General Capital Improvement Funds, initially appropriated by Ordinance No. 3655 is hereby increased by \$17,858,627. This appropriation is due to the appropriation of 2012 carryover.

Section 2. The \$17,858,627 increase in the General, Water, Utility Rate Stabilization Reserve, Wastewater, Legacy Ridge, Storm Drainage, General Capital Outlay Replacement, Sales & Use Tax, Parks Open Space & Trails, and General Capital Improvement funds shall be allocated to City revenue and expense accounts as described in the City Council Agenda Item 10 D dated July 22, 2013 (a copy of which may be obtained from the City Clerk) amending City fund budgets as follows:

General Fund	\$1,492,641
Water Fund	7,451,335
Utility Rate Stabilization Reserve Fund	342,116
Wastewater Fund	1,607,209
Legacy Ridge Fund	450,000
Storm Drainage Fund	44,136
General Capital Outlay Replacement Fund	975,818
Sales & Use Tax Fund	2,007,463
Parks, Open Space & Trails Fund	1,341,139
General Capital Improvement Fund	<u>2,146,770</u>
Total	<u>\$17,858,627</u>

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

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 22<sup>nd</sup> day of July, 2013.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 12<sup>th</sup> day of August, 2013.

ATTEST:

\_\_\_\_\_  
Mayor

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



**Agenda Memorandum**

City Council Meeting  
August 12, 2013



**SUBJECT:** Councillor's Bill No. 28 re Housekeeping Amendments to Specific Chapter Sections in Title IX, Public Ways and Property, and X, Traffic, of the Westminster Municipal Code

**Prepared By:** Linda Yeager, City Clerk

**Recommended City Council Action**

Pass Councillor's Bill No. 28 on first reading adopting housekeeping amendments to sections within Chapters 1 and 6, Title IX, Public Ways and Property, and sections of Chapter 2, Title X, Traffic, of the Westminster Municipal Code.

**Summary Statement**

- As City Council is aware, the Westminster Municipal Code (W.M.C. or Code) is a codification of general ordinances of the City and serves as a major resource to Staff and citizens, both in print and electronically.
- Staff attempts to keep the Code current by regularly seeking Council approval of necessary amendments. Council has requested Staff to review and update the Code on a regular basis to maintain accuracy and ensure it is as free of errors as possible. In general, state, federal and city codes benefit from regular housekeeping measures such as those being proposed at this time for Westminster.
- Staff considers these proposed amendments to be primarily housekeeping in nature, but beyond the scope of authority granted to the City Clerk in Section 1-1-5, W.M.C., to correct errors of punctuation, capitalization, formatting, grammar and spelling, and internal references.
- Staff believes these amendments will improve the overall quality of the Code.

**Expenditure Required:** \$0

**Source of Funds:** N/A

**Policy Issue**

Should the City make general housekeeping and administrative amendments to the Westminster Municipal Code as proposed?

**Alternatives**

1. Direct Staff to leave the current Code provisions in place and do not advance the recommendations through the formal ordinance adoption process. Staff does not recommend this alternative because the proposed amendments result in standardized formatting, updated provisions, and numerous minor corrections to Titles.
2. Direct Staff to make only certain changes to the Code, while excluding others. Although this approach would help address some issues in the Code, Staff does not recommend this alternative because it may not address all of the concerns with the current Code.

**Background Information**

In response to Council's request to regularly review and maintain the City Code, in January 2012, the City Clerk's Office began a comprehensive review of each Code provision for typographical, grammatical, cross-reference and other errors, and outdated or inaccurate information, while applying standard formatting conventions. Although the Westminster Municipal Code contains a section on "Rules for Construction," standard formatting conventions were only recently established by Staff. The attached ordinance is the fifth of its kind and contains those amendments identified within Titles IX and X, including the deletion or correction of outdated information that is beyond the scope of authority granted to the City Clerk.

The changes proposed focus on modifying text for consistency of interpretation; updating terminology and reorganizing for clarity of intent; and deleting portions of provisions that are obsolete and no longer pertinent.

Revisions to the Municipal Code support all of the City's Strategic Plan goals. In concert with the Charter, the Municipal Code serves as a foundation for the City's operations and incorrect or out-of-date information could potentially have a significant impact on the community.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment – Ordinance

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **28**

SERIES OF 2013

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE AMENDING THE TITLES OF CHAPTER 1 OF TITLE IX AND SECTION 9-1-5, AMENDING CHAPTER 6 OF TITLE IX, AND SECTIONS 10-2-2 AND 10-2-5 OF THE WESTMINSTER MUNICIPAL CODE AS HOUSEKEEPING MEASURES THROUGH JUNE 2013

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The title of Chapter 1 of Title IX and the title of Section 9-1-5, W.M.C., are hereby AMENDED to read as follows:

**CHAPTER 1**

**SIDEWALKS, ~~AND~~ CURBS AND GUTTERS**

**9-1-1: CONSTRUCTION**

**9-1-2: COMPLIANCE REQUIRED**

**9-1-3: NOTIFICATION FOR REPAIRS**

**9-1-4: FAILURE TO COMPLY**

**9-1-5: OBSTRUCTION OF SIDEWALKS, CURBS OR GUTTERS; PUBLIC NUISANCE**

**9-1-6: VIOLATION**

**9-1-5: OBSTRUCTION OF SIDEWALKS, CURBS OR GUTTERS; PUBLIC NUISANCE:** (1805 2100) . . . .

Section 2. Chapter 6 of Title IX, W.M.C., is hereby AMENDED to read as follows:

**CHAPTER 6**

**DISPOSAL OF ~~INFLAMMABLES~~ COMBUSTIBLES**

**9-6-1: TRASH**

**9-6-2: ASHES**

**9-6-3: OILY WASTE OR RAGS**

**9-6-4: VIOLATIONS**

**9-6-1: TRASH:** No person or persons shall allow to remain longer than thirty-six (36) hours, or overnight, in any alley, or in any sidewalk or premises, within thirty feet (30') of any building, empty boxes, barrels, rubbish, trash, waste paper, excelsior or other like combustible materials.



It shall be unlawful for any person to burn trash, waste paper, rubbish or other like combustible material ~~before sunrise, between the hours of 9:30 a.m. and 3:00 p.m., and after sunset, or to permit such trash or other combustible materials to be burned during such hours on any premises owned, leased, or otherwise controlled by them during such hours~~ without permission from the Fire Department.

No person shall have any bonfires or ~~open burning~~ burn any trash, waste paper, rubbish or other combustible materials that cannot be contained within an incinerator, except by permission ~~of~~ from the Fire Department.

**9-6-2: ASHES:** No person or persons shall be allowed to place ashes within any building in any box, barrel or other wooden vessel or upon any wooden vessel or floor.

No ashes shall be kept or deposited in any part of the City unless the same shall be kept in a secure ~~in~~ noncombustible container, and every owner of property where ashes are kept or deposited shall ~~erect~~ keep ~~upon the premises a secure in~~ noncombustible receptacle or ash ~~pit~~ can for that purpose, so located as not to endanger walls, fences and other combustible material.

**9-6-3: OILY WASTE OR RAGS:** (299) No person shall keep or permit to be kept on the premises any oily waste or oily rags, unless at all times when not actually in use such oily waste and oily rags be kept in a noncombustible metal can with ~~self-closing~~ a cover ~~and riveted joints, standing on metal legs that raise the bottom of the container at least five inches (5") above the floor.~~

**9-6-4: VIOLATIONS:** (3646) A violation of this Chapter is a criminal offense, punishable by a fine or imprisonment or both, as provided in Section 1-8-1, W.M.C.

Section 3. Section 10-2-2, subsection (A), W.M.C., is hereby AMENDED to read as follows:

**10-2-2: STATE REGULATIONS ADOPTED BY REFERENCE:** (2067)

(A) Hazardous materials and hazardous wastes, as defined by the ~~R~~ R rules and ~~R~~ R regulations promulgated by ~~of~~ the Colorado State Patrol at 8 C.C.R. 1507-25, shall be transported within the City in accordance with ~~the rules and regulations governing the transportation of hazardous materials promulgated by the Colorado State Patrol,~~ 8 C.C.R. 1507-~~925~~ 25, as the same may from time to time be amended, which ~~are~~ is hereby adopted by reference pursuant to Section 1-1-4, W.M.C., subject to any deletions, amendments and additions contained in this Chapter. ~~The incorporation by reference of 8 C.C.R. 1507-9, as revised on July 30, 1991, does not include later amendments to or editions of the incorporated material in this Code.~~

Section 4. Section 10-2-5, W.M.C., is hereby AMENDED to read as follows:

**10-2-5: SUSPENSION OF MOTOR VEHICLE OPERATIONS:** (1644 2067) The City Manager or his designee may temporarily suspend the operation within the City of some or all motor vehicles carrying hazardous material or hazardous waste whenever road, weather, traffic or other hazardous circumstances warrant that action to protect the health and welfare of the public. In such event, the City shall immediately endeavor to notify the public of the suspension of operation by internet, newspaper, television or radio. Written confirmation of such action will be provided by the City upon request.

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

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

days after its enactment after second reading.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 12<sup>th</sup> day of August, 2013.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 26<sup>th</sup> day of August, 2013.

\_\_\_\_\_  
Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

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

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



**Agenda Memorandum**

City Council Meeting  
August 12, 2013



**SUBJECT:** First Reading of Councillor's Bill No. 29 re 2013 Community Development Block Grant (CDBG) Fund Appropriation

**Prepared By:** Heather Ruddy, Community Development Program Planner

**Recommended City Council Action**

Pass Councillor's Bill No. 29 on first reading appropriating funds received from the United States Department of Housing and Urban Development, Community Development Block Grant program, in the amount of \$591,925.

**Summary Statement**

- City Council action is requested to pass the attached Councilor's Bill on first reading appropriating the City's 2013 Community Development Block Grant (CDBG) funds in the amount of \$591,925, awarded by the U.S. Department of Housing and Urban Development (HUD).
- The 2013 CDBG allocation was designated to fund the 2013 CDBG projects, pursuant to City Council approval on December 10, 2012. Project funding includes \$183,540 towards the Bradburn Boulevard Realignment Phase II project, \$15,000 towards the Westminster Grange/Rodeo Market Community Arts Center Feasibility Study, \$250,000 towards the Rodeo Market Park improvements, and \$118,385 towards administration.

The City Council has also approved \$40,000 in 2013 funding for the 76<sup>th</sup> Avenue Pedestrian Improvements. This project, however, was completed utilizing reallocated 2012 CDBG funds. Therefore, Staff recommends reallocating \$25,000 of the 2013 funds to complete design work for possible continuation of the streetscaping improvements to Lowell Boulevard from 80<sup>th</sup> Avenue to the Boulder Turnpike. This reallocation of funds is considered a substantial amendment to the City's 2013 CDBG Action Plan and will be processed in accordance with HUD regulations and the City's Citizen Participation Plan.

- Staff had expected a decrease of eight percent in CDBG funding due to the Federal sequestration and estimated an allocation of approximately \$500,000 in 2013. The actual amount awarded by HUD in 2013 is \$591,925, representing a 13.1 percent increase over the City's 2012 award of \$523,309.

**Expenditure Required:** \$ 591,925

**Source of Funds:** 2013 Community Development Block Grant Funds

**Policy Issue**

Should the 2013 CDBG funds in the amount of \$591,925 be appropriated to support 2013 CDBG eligible projects?

**Alternative**

Do not appropriate the 2013 CDBG funds in the amount of \$591,925. This alternative is not recommended because CDBG funds assist in funding much needed improvements in South Westminster.

**Background Information**

The 2013 CDBG budget and projects were developed from input provided by Westminster residents and City staff. Public notices and community meetings were used to solicit community input on the development of the 2013 CDBG Action Plan. CDBG funds are used for community development projects that primarily benefit the City's low- to moderate-income populations.

When City Council approved the 2013 projects on December 10, 2012 it was expected that the City's grant would be approximately \$500,000. City Council allowed for the final project budgets to be adjusted once the City was provided its official allocation. The projects approved by City Council for 2013 and corresponding allocations are listed below based on the final HUD allocation.

<b>Project</b>	<b>Estimated</b>	<b>Actual</b>
Program Administration (20% - salaries & program costs)	\$100,000	\$118,385
Bradburn Boulevard Realignment Phase II	\$150,000-\$200,000	\$183,540
Westminster Grange/Rodeo Market Community Arts Center Feasibility Study	\$10,000	\$15,000
Rodeo Market Park Improvements	\$200,000-\$250,000	\$250,000
Lowell Boulevard 80 <sup>th</sup> Avenue to U.S. 36 Streetscape Improvements (newly proposed project-design only)	\$0	\$25,000
<b>TOTAL</b>	<b>\$460,000-\$560,000</b>	<b>\$591,925</b>

**2013 CDBG Program Administration****\$118,385**

Federal regulations allow grantees to utilize up to 20 percent of the CDBG funding for administration and planning expenses. HUD requires the City to provide a number of services that require a significant amount of staff time. These duties include submission of the five-year Consolidated Plan, preparation of the annual action and performance reports, hosting citizen participation activities and community meetings, monitoring minority business contract reports, conducting environmental reviews, compliance with the Davis-Bacon Wage Act, national objective and eligibility review, and contracting and procurement regulatory procedures. This program administration portion of the grant may also be used for consulting, planning, and costs such as computers used by CDBG staff.

**Bradburn Boulevard Realignment Phase II****\$183,540**

The Bradburn Boulevard Realignment project will realign Bradburn Boulevard north of 72<sup>nd</sup> Avenue so that it intersects 72<sup>nd</sup> Avenue at the traffic signal at Raleigh Street. This accomplishes several goals including increasing traffic safety by moving Bradburn Boulevard to a signalized intersection and away from a hill that has limited sight distance, facilitating better access to the new Westminster High School, and providing improved connectivity between neighborhoods north and south of 72<sup>nd</sup> Avenue. The City



has allocated CDBG funds over the last several years for the purpose of implementing the realignment project. All CDBG funds allocated to the project to date have been expended on preliminary design work and land acquisition. The 2013 allocation would be used exclusively towards land acquisitions and demolition of the office building at 7225 Bradburn Boulevard.

Previous CDBG allocations were applied towards the actual construction of the realigned Bradburn Boulevard, which was originally planned to be built concurrently with the reconstruction of the Little Dry Creek Bridge at 72<sup>nd</sup> Avenue and Raleigh Street. The replacement of the Little Dry Creek Bridge project will proceed in the spring of 2013 given the City's receipt of a federally funded grant requiring the project to proceed more immediately. However, the realignment and construction of Bradburn Boulevard itself will be delayed for a few years pending the identification and allocation of other City funds to supplement any CDBG allocations.

**Westminster Grange/Rodeo Market Community Arts Center Feasibility Study** **\$15,000**

The City continues to proceed with the preparation of plans evaluating a possible merging of the Westminster Grange Hall (3935 73<sup>rd</sup> Avenue) and the Rodeo Market Community Arts Center (3915 73<sup>rd</sup> Avenue) into an arts/cultural based community center that would enhance accessibility and activity programming for the neighborhood. This year, staff will initiate a market study/business development plan that will serve as a basis for identifying funding needs and sources.

**Rodeo Market Park Improvements** **\$250,000**

This project will expand the plaza/park area surrounding the Rodeo Market from its current size onto the 0.75 acre parcel to the north in order to more actively support community activities and events. Park improvements may include a community gathering space, children's play areas, expanded art opportunities, and community gardens. The expanded park will also enhance and assist in growing community festivals sponsored by the South Westminster Arts Group.

**Lowell Boulevard 80<sup>th</sup> Avenue to U.S. 36 Streetscape Improvements** **\$25,000**

The reallocation of funds from the 76<sup>th</sup> Avenue Pedestrian Improvements, which were completed this year using 2012 CDBG funds to Lowell Boulevard 80<sup>th</sup> to U.S. 36 Streetscape Improvements will fund design work for this project. In 2009 and 2010 the City made improvements to Lowell Boulevard including improved sidewalks and curb cuts and landscaping improvements. It is the intent of this project to evaluate the continuance these improvements along Lowell from U.S. 36 to 80<sup>th</sup> Avenue.

This appropriation will amend CDBG Fund revenue and expense accounts as follows:

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Block Grant-CDBG	7600.40610.0025	\$0	\$591,925	\$591,925
Total Change to Revenues			\$591,925	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
CDBG Block Grant	80576030722.80400.8888	\$96,200	<u>\$591,925</u>	\$688,125
Total Change to Expenses			<u>\$591,925</u>	

Respectfully submitted,

J. Brent McFall  
City Manager

Attachment - Ordinance

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **29**

SERIES OF 2013

INTRODUCED BY COUNCILLORS

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**A BILL  
FOR AN ORDINANCE INCREASING THE 2013 BUDGET OF THE COMMUNITY  
DEVELOPMENT BLOCK GRANT (CDBG) FUND AND AUTHORIZING A SUPPLEMENTAL  
APPROPRIATION FROM THE 2013 ESTIMATED REVENUES IN THIS FUND**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2013 appropriation for the CDBG Fund, initially appropriated by Ordinance No. 3655 is hereby increased by \$591,925. This appropriation is the amount approved by the U.S. Department of Housing and Urban Development (HUD) for the City for 2013.

Section 2. The \$591,925 increase in the CDBG Fund shall be allocated to City revenue and expense accounts as described in the City Council Agenda Item 10 B, dated August 12, 2013 (a copy of which may be obtained from the City Clerk) increasing City fund budgets as follows:

CDBG Fund	<u>\$591,925</u>
Total	<u>\$591,925</u>

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

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 12<sup>th</sup> day of August, 2013.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 26<sup>th</sup> day of August 26, 2013.

ATTEST:

\_\_\_\_\_  
Mayor

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



**Agenda Memorandum**

City Council Meeting  
August 12, 2013



**SUBJECT:** Councillor's Bill No. 30 re 2012 Assistance to Firefighters Grant Supplemental Appropriation

**Prepared By:** Doug Hall, Fire Chief  
Lee Birk, Chief of Police  
Jeri Elliott, Senior Management Analyst

**Recommended City Council Action**

Pass Councillor's Bill No. 30 on first reading appropriating funds from the 2012 Assistance to Firefighters Grant to the General Capital Improvement Fund - Citywide Radio System Project in the amount of \$144,604.

**Summary Statement**

- The communication equipment currently being utilized by the City is 21 years old. The system serves both emergency and non-emergency radio users, to include Police, Fire, EMS, Public Works and Utilities, Community Development, and Parks, Recreation and Libraries. The current radio system and equipment is reaching end of life status and will not be replaceable because of technology enhancements and the unavailability of replacement parts.
- In 2011, a capital improvement project was established to replace the aging radio system with a new technology P25 Digital Interoperable Simulcast Radio System. This project will update the radio technology and will allow for enhanced safety for the community, interoperability with surrounding agencies, as well as reliable and dependable service and communications.
- On January 28, 2013, City Council authorized the purchase and installation of P25 radio system infrastructure in the amount of \$2,383,975. This expenditure included all necessary components for the radio system itself, but not individual subscriber radios. Staff will return to City Council at the next City Council meeting for consideration of the proposed purchase of these radios.
- In 2012, Council previously authorized the Police and Fire Department to pursue the Assistance to Firefighters Grant (AFG), which would require approximately 20% in matching funds. This grant would provide resources to help purchase mobile and portable radios for the Fire Department. In January 2013, the Police and Fire Departments were notified that the City was awarded the AFG grant in the amount of \$144,604, which requires a match of \$36,150.
- City Council action is needed to appropriate these grant funds.

**Expenditure Required:** \$144,604

**Source of Funds:** General Capital Improvement Fund – Citywide Radio System Project



### **Policy Issue**

Should the 2012 Assistance to Firefighters Grant (AFG) funds totaling \$144,604 be appropriated to the General Capital Improvement Fund - Citywide Radio System Project for the purchase of Fire Department radio equipment?

### **Alternative**

The alternative would be to not to appropriate the AFG Grant funds. Staff does not recommend this alternative as the grant was awarded to the Fire Department to assist with the acquisition of radio equipment for the Fire Department.

### **Background Information**

In 2011, the Police Department established a Capital Improvement Project to replace the entire current aging radio system with a new P25 system. The replacement of the current system would entail new and improved technology to encompass improved interoperability (P25 Digital Interoperable Simulcast Radio System Technology) and a simulcast transmission system. These enhancements represent state of the art and best practice radio technology to ensure that multiple radio users with diverse radio systems and equipment can effectively communicate with each other. This project will update the radio technology and will allow for enhanced safety for the community, interoperability with surrounding agencies as well as reliable and dependable service and communications. This project will cover the replacement costs for the radio system backbone, site development, consoles, mobile and portable radios.

On January 28, 2013, City Council authorized the purchase and installation of P25 radio system infrastructure in the amount of \$2,383,975. This expenditure included all necessary components for the radio system itself, but not individual subscriber radios. Over the past several months, Staff has field tested portable and mobile radios from several manufacturers and is in the process of finalizing negotiations on the purchase of these radios. Due to the non-proprietary nature of the P25 system, Staff is able to consider multiple radio options, thereby creating a situation where vendors are offering more competitive pricing. Staff will return to City Council at the next City Council meeting for consideration of the proposed purchase of these radios.

On July 23, 2012, Council authorized the Police and Fire Departments to pursue the Assistance to Firefighters Grant (AFG) in the amount of \$144,604. This grant allows for the funding of portable and mobile radios for Fire personnel. AFG grant funding for 2012 requires matching funds of approximately 20%, which is \$36,150. The grant requires that the City purchase all the radio equipment and then the grant will reimburse the City \$144,604, after the purchase.

In addition to the AFG Grant, City Council also authorized the Police Department in March 2012 to proceed with a grant application with the Department of Homeland Security (DHS) Regional Grant. The City of Westminster was notified of a successful award of this grant in January 2013. This grant is provided through the Urban Area Security Initiative (UASI) program and is in the form of equipment and there is no cash distribution. The total equipment purchase authorized through the DHS grant is \$276,500 and requires a match of \$73,500, which is budgeted in the General Capital Improvement Fund - Citywide Radio System Project. Both of these grants will provide funding assistance for the purchase of mobile and portable radios for public safety personnel.

This appropriation will amend General Capital Improvement Fund revenue and expense accounts as follows:

**REVENUES**

<b>Description</b>	<b>Account Number</b>	<b>Current Budget</b>	<b>Amendment</b>	<b>Revised Budget</b>
Federal Grants	7500.40610.0000	\$0	\$144,604	\$144,604
Total Change to Revenues			<u>\$144,604</u>	

**EXPENSES**

<b>Description</b>	<b>Account Number</b>	<b>Current Budget</b>	<b>Amendment</b>	<b>Revised Budget</b>
Citywide Radio Replacement	81275020911.80400.888	\$1,407,975	\$144,604	\$1,552,579
Total Change to Expenses			<u>\$144,604</u>	

This acquisition fits with Council's Strategic Plan goals of Safe and Secure Community and Financially Sustainable City Government Providing Exceptional Services.

Respectfully submitted,

J. Brent McFall  
City Manager

Attachments - Ordinance

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **30**

SERIES OF 2013

INTRODUCED BY COUNCILLORS

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**A BILL**

**FOR AN ORDINANCE INCREASING THE 2013 BUDGET OF THE GENERAL CAPITAL IMPROVEMENT FUND AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2013 ESTIMATED REVENUES IN THIS FUND**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2013 appropriation for the General Capital Improvement Fund, initially appropriated by Ordinance No. 3655 is hereby increased by \$144,604. This appropriation is due to grant proceeds from the Assistance to Firefighters Grant.

Section 2. The \$144,604 increase in the General Capital Improvement Fund shall be allocated to City revenue and expense accounts as described in the City Council Agenda Item 10 C, dated August 12, 2013, (a copy of which may be obtained from the City Clerk) increasing City fund budgets as follows:

General Capital Improvement Fund	<u>\$144,604</u>
Total	<u>\$144,604</u>

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

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 12<sup>th</sup> day of August, 2013.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 26<sup>h</sup> day of August, 2013.

ATTEST:

\_\_\_\_\_  
Mayor

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

# **AGENDA**

## **WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY SPECIAL MEETING**

**MONDAY, August 12, 2013**

**AT 7:00 P.M.**

- 1. Roll Call**
- 2. Minutes of Previous Meeting** (July 22, 2013)
- 3. Public Hearings and New Business**
  - A. Public Hearing regarding a 2013 WEDA Budget Amendment
  - B. Resolution No. 151 authorizing a Supplemental Appropriation to the 2013 WEDA Budget
- 4. Old Business**
  - A. Sale of Holly Park Parcel (Tabled 6-24-13)
- 5. Adjournment**



CITY OF WESTMINSTER, COLORADO  
MINUTES OF THE WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY  
MONDAY, JULY 22, 2012, AT 7:13 P.M.

ROLL CALL

Present at roll call were Vice Chairperson Winter and Board Members Atchison, Briggs, Kaiser, Lindsey, and Major. Chairperson McNally was absent and excused. Also present were J. Brent McFall, Executive Director, Martin McCullough, Attorney, and Linda Yeager, Secretary.

APPROVAL OF MINUTES

Board Member Major moved, seconded by Kaiser, to approve the minutes of the meeting of July 8, 2013, as written. The motion carried unanimously by the members present.

PUBLIC HEARING REGARDING A 2013 BUDGET AMENDMENT

Mr. McFall reported that the purpose of this budget amendment was to appropriate 2012 carryover funds to the 2013 Budget so that the loan the Authority had secured to purchase the Sears' property in the Westminster Mall could be paid off early. Early payoff would save approximately \$72,000 in interest costs. Earnings on investments were less than the interest costs of the loan and early payoff was a wise business decision.

The Board members had no questions. The Vice Chairperson opened the public hearing at 7:14 p.m. No one wished to speak and the hearing was closed at 7:15 p.m.

RESOLUTION NO. 150 - SUPPLEMENTAL APPROPRIATION TO THE 2013 BUDGET

It was moved by Board member Briggs, seconded by Kaiser, to adopt Resolution No. 150 authorizing a supplemental appropriation to the 2013 Westminster Economic Development Authority budget. The motion carried unanimously on roll call vote.

PREPAYMENT OF LOAN FOR THE SEARS' PROPERTY ACQUISITION

It was moved by Board member Briggs and seconded by Kaiser to authorize the Westminster Economic Development Authority's Executive Director to prepay the outstanding loan with Vectra Bank that was executed to purchase the Sears' Property. The motion carried unanimously.

ADJOURNMENT

There was no further business for the Authority's consideration, and the Vice Chairperson adjourned the meeting at 7:16 p.m.

\_\_\_\_\_  
Vice Chairperson

ATTEST:

\_\_\_\_\_  
Secretary

# WEDA Agenda Item 3 A-B

## Agenda Memorandum

Westminster Economic Development Authority Meeting  
August 12, 2013



**SUBJECT:** Public Hearing and Resolution No. 151 re Westminster Economic Development Authority 2<sup>nd</sup> Quarter Supplemental Appropriation to 2013 budget

**Prepared By:** Karen Creager, Accountant

### Recommended Board Action

1. Hold a Public Hearing on the budget amendment for the Westminster Economic Development Authority.
2. Adopt Resolution No. 151 authorizing a supplemental appropriation to the 2013 Westminster Economic Development Authority budget.

### Summary Statement

- When necessary, City Staff prepares a resolution to appropriate unanticipated revenues and adjust the budget side of transactions that occur during the year. Typically supplemental appropriations are prepared on a quarterly basis for the Westminster Economic Development Authority (WEDA) to simplify administrative procedures and reduce paper work.
- This is the second quarter supplemental appropriation for WEDA for 2013.
- 2013 Amendment:
  - Westminster Center Urban Reinvestment Plan (WURP) Urban Renewal Area (URA)
    - \$500,000 Transfer from General Capital Improvement Fund
- A public hearing is required pursuant to Section 29-1-108 of the Colorado Revised Statutes.

**Expenditure Required:** \$500,000

**Source of Funds:** General Capital Improvement Fund – Transfers In

**Policy Issue**

Should the WEDA Board appropriate funds as set forth in the attached Resolution?

**Alternative**

The Board could decide not to appropriate funds. This is not recommended as the revenue was transferred to WEDA by the City for the specific purpose of assisting with the continued efforts of redeveloping the former Westminster Mall site.

**Background Information**

On July 22, 2013 as part of the City's 2013 carryover appropriation, \$500,000 was transferred to WEDA from the General Capital Improvement Fund. This transfer was appropriated by the City to assist with the efforts that will be undertaken as the City and the Westminster Economic Development Authority (WEDA) become the master developers for the former Westminster Mall site. It is intended that these funds be used for the planning and architectural services contract with Torti Gallas and Partners and other consulting contracts related to the WURP. Therefore, Staff is requesting that these funds be appropriated to the WURP Master Planning project.

The amendment listed in the attached resolution will bring WEDA's accounting records up-to-date to reflect the various detailed transactions.

The action requested in this agenda memorandum relates to Council's Strategic Plan goals of "Strong, Balanced Local Economy" and "Financially Sustainable City Government Providing Exceptional Services". These goals are met by ensuring a balanced budget where revenues are appropriated to expenditure accounts so the funds can be utilized as intended. In this case, the funds are intended to assist with planning and architectural services for the former Westminster Mall site.

Respectfully submitted,

J. Brent McFall,  
Executive Director

Attachment – Resolution

WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY

RESOLUTION NO. **151**

INTRODUCED BY BOARD MEMBERS

SERIES OF 2013

**2013 WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY  
BUDGET SUPPLEMENTAL APPROPRIATION**

WHEREAS, the Westminster Economic Development Authority (WEDA) initially adopted the 2013 budget on October 8, 2012 and

WHEREAS, proper notice for this amendment was published on August 8, 2013, pursuant to the requirements of Section 29-1-106 Colorado Revised Statutes; and

WHEREAS, a public hearing for this amendment was held on August 12, 2013, pursuant to the requirements of Section 29-1-108 Colorado Revised Statutes; and

WHEREAS, as necessary a resolution to make adjustments to the budget is presented to the Board; and

WHEREAS, there are adjustments to be made to the 2013 budget; and

WHEREAS, the revenue adjustment consists of an increase of \$500,000; and

WHEREAS, the expense adjustment consists of an increase of \$500,000.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Westminster Economic Development Authority:

Section 1. The \$500,000 increase shall be allocated to WEDA Revenue and Expenditure accounts as described below:

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
TRF Gen Capital Improvement	6800.45000.0750	\$2,268,000	<u>\$500,000</u>	\$2,768,000
Total Change to Revenues			<u>\$500,000</u>	

EXPENDITURES

Description	Account Number	Current Budget	Amendment	Revised Budget
WURP Master Planning	81368030952.80400.8888	\$0	<u>\$500,000</u>	\$500,000
Total Change to Expenses			<u>\$500,000</u>	

Section 2. The resolution shall be in full force and effect upon its passage and approval.

PASSED AND ADOPTED 12<sup>th</sup> day of August, 2013.

ATTEST:

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Secretary

# **AGENDA**

## **WESTMINSTER HOUSING AUTHORITY SPECIAL MEETING**

**MONDAY, August 12, 2013**

**AT 7:00 P.M.**

- 1. Roll Call**
- 2. Minutes of Previous Meeting** (January 28, 2013)
- 3. Public Hearings and New Business**
  - A. Resolution No. 53 re 2013 Budget Supplemental Appropriation
- 4. Adjournment**



CITY OF WESTMINSTER, COLORADO  
MINUTES OF THE WESTMINSTER HOUSING AUTHORITY  
MONDAY, JANUARY 28, 2013 AT 8:38 P.M.

ROLL CALL

Present at roll call were Chairperson McNally, Vice Chairperson Winter and Board Members Atchison, Briggs, Kaiser, Major and Lindsey. Also present were J. Brent McFall, Executive Director, Martin McCullough, Attorney, and Linda Yeager, Administrative Secretary.

MINUTES OF PRECEDING MEETING

Board Member Kaiser moved, seconded by Lindsey, to approve the minutes of the meeting of January 14, 2013 as written and distributed. The motion carried unanimously.

RESOLUTION NO. 52 AUTHORIZING LEASE OF RODEO MARKET/VEHICLE SERVICE CENTER

Board Member Major moved, seconded by Lindsey, to adopt Resolution No. 52 authorizing the Executive Director to execute a one-year lease with the South Westminster Arts Group for the use of properties located at 3915 West 73<sup>rd</sup> Avenue, 3630 W. 73<sup>rd</sup> Avenue, and 7287 Lowell Boulevard. On roll call vote, the motion passed unanimously.

ADJOURNMENT

There being no further business to conduct, it was moved by Kaiser, seconded by Major, to adjourn. The motion carried and the meeting adjourned at 8:40 p.m.

\_\_\_\_\_  
Chairperson

ATTEST:

\_\_\_\_\_  
Administrative Secretary

# WHA Agenda Item 3 A

## Agenda Memorandum

Westminster Housing Authority Meeting  
August 12, 2013



**SUBJECT:** Resolution No. 53 re 2013 Budget Supplemental Appropriation

**Prepared By:** Karen Creager, Special Districts Accountant

### Recommended Board Action

Adopt Resolution No. 53 authorizing a supplemental appropriation of \$2,200,000 to the 2013 Westminster Housing Authority (WHA) budget and transferring these funds to the City's General Capital Improvement Fund – South Westminster TOD Project.

### Summary Statement

- When necessary, Staff prepares a resolution to appropriate unanticipated revenues received throughout the year. Preparing quarterly supplemental appropriation requests is done to simplify administrative procedures and reduce paper work.
- Due to the smaller volume of activity in WHA, Staff typically waits until later in the year to prepare a supplemental appropriation. However, both the annual audit and the carryover analysis for the WHA fund have been completed and available funds of \$2,200,000 for the Westminster Station Transit Oriented Development (TOD) project have been identified. Therefore, a supplemental appropriation for the WHA fund is being presented mid-year. This is the first supplemental appropriation request for WHA in 2013.
- As part of the City's Strategic Plan for a Strong, Balanced Local Economy, the City began implementing the Westminster Station TOD Project in South Westminster. The TOD project meets one of the City's goals, Strong Balanced Local Economy, by developing a multi-modal transportation system that provides access to shopping and employment centers.
- The vision for the area around the future Westminster Station, consisting of 135-acres bound by Federal Boulevard and Lowell Boulevard, 72<sup>nd</sup> Avenue and approximately 68<sup>th</sup> Avenue, is a vibrant, mixed-use district, which includes a 40-acre community park with ample recreation and open space amenities. Future plans include an affordable housing development in the TOD area.
- WHA has funds available of \$2,200,000 to assist with the housing component of the TOD project.

**Expenditure Required:** \$2,200,000

**Source of Funds:** WHA carryover from prior year excess revenues

**Policy Issue**

Should WHA appropriate funds as set forth in the attached Resolution?

**Alternatives**

The Board could decide not to appropriate the funds for the TOD project at this time. This is not recommended because the appropriation is necessary to provide funding for the initial infrastructure needs.

**Background Information**

The annual audit of the WHA fund, as well as the carryover analysis have been completed. Staff has determined that \$2,200,000 of carryover funds are available for housing needs. The available funds resulted from the sale of the Westminster Commons in 2012 to Volunteers of America National Services.

Staff is requesting that the available carryover of \$2,200,000 be appropriated as a transfer to the City's General Capital Improvement Fund – South Westminster TOD project. The WHA funds are to be used to facilitate future affordable housing development in the TOD area. In support of this endeavor, the allocation will be utilized to secure land and install infrastructure to support new development. Accordingly, the funds will be applied to funding of street construction, and the installation of water and sewer lines in the TOD project area.

The amendments listed in the attached resolution will bring WHA's accounting records up-to-date to reflect the various detailed transactions.

The action requested in this agenda memorandum relates to the Board's Strategic Plan goals of "Strong, Balanced Local Economy," "Financially Sustainable City Government Providing Exceptional Services" and "Vibrant Neighborhoods in One Livable Community." These goals are met by ensuring a balanced budget where revenues are appropriated to expenditure accounts so the funds can be utilized as prudently as possible given the limited revenue generated by the WHA.

Respectfully submitted,

J. Brent McFall  
Executive Director

Attachment – Resolution

WESTMINSTER HOUSING AUTHORITY

RESOLUTION NO. **53**

INTRODUCED BY COMMISSIONERS

SERIES OF 2013

**2013 BUDGET SUPPLEMENTAL APPROPRIATION**

WHEREAS, the Westminster Housing Authority (the “Authority”) is a political subdivision of the State of Colorado, duly organized, existing, and acting pursuant to C.R.S. Section 29-4-201 et seq. (the “Act”), and

WHEREAS, the Authority was created to carry out the purposes of a public housing authority pursuant to the Act; and

WHEREAS, the Authority adopted an operating budget for the 2013 on January 14, 2013; and

WHEREAS, there are additional unanticipated revenues from 2012 to be allocated to facilitate an affordable housing development in the South Westminster Transit Oriented Development area and

NOW, THEREFORE, BE IT RESOLVED by the Board of the Westminster Housing Authority: The \$2,200,000 budget increase shall be allocated to WHA Revenue and Expenditure accounts as described below.

The adjustments will amend the budget accounts as follows:

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Carryover	2600.40020.0000	\$17,5000	<u>\$2,200,000</u>	\$2,217,500
Total Change to Revenues			<u>\$2,200,000</u>	

EXPENDITURES

Description	Account Number	Current Budget	Amendment	Revised Budget
Transfer to General Capital Improv Fund	26010900.79800.0750	\$0	<u>\$2,200,000</u>	\$2,200000
Total Change to Expenses			<u>\$2,200,000</u>	

Section 2. The resolution shall be in full force and effect upon its passage and approval.

PASSED AND ADOPTED 12<sup>th</sup> day of August, 2013.

ATTEST:

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Secretary