



CITY COUNCIL AGENDA

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

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

1. Pledge of Allegiance
2. Roll Call
3. Consideration of Minutes of Preceding Meetings
4. Report of City Officials
 - A. City Manager's Report
5. City Council Comments
6. Presentations
 - A. Employee Service Awards
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. Special Permit and License Board Penalty Guidelines
 - B. Radio System Use Agreement with Arvada Fire Protection
 - C. Custodial Services Contracts Ratification
 - D. Architectural Services Contract for Remodel of Former Police Department Facility
 - E. Cheyenne Ridge Park Concrete Contract
 - F. Sheridan Boulevard Water Line Change Order
 - G. 2007 Wastewater Collection System Improvement Project
 - H. Price Adjustment for the Acquisition of Real Property and Facilities Located at 128th Avenue and Huron Street
 - I. Intergovernmental Agreement with the UDFCD for Middle Branch of Hylands Creek Channel Construction
 - J. Amended Intergovernmental Agreement with UDFCD for Cozy Corner Tributary No. 5 Design & Construction
 - K. Second Reading Councillor's Bill No. 43 re Amendments to Titles III, IV, and V of WMC re Tax Administration
 - L. Second Reading Councillor's Bill No. 44 re Adoption of New Election Code and Privacy Amendment

9. Appointments and Resignations

10. Public Hearings and Other New Business

- A. Resolution No. 26 re Ambulance Fee Schedule
- B. Resolution No. 27 re Purchase of 5.5 Acres of Church Property next to NW Corner of 100th Ave. and Simms St.
- C. Councillor's Bill No. 45 re Cost Recovery for Huron Street Improvements – West 128th to 140th Avenues
- D. Councillor's Bill No. 46 re Cost Recovery for Huron Street Improvements – West 140th to 150th Avenues
- E. Councillor's Bill No. 47 re 2007 2nd Quarter Budget Supplemental Appropriation
- F. Additional Funds to the City's Master Lease Program for the Parks Promenade Maintenance Equipment

11. Old Business and Passage of Ordinances on Second Reading

12. Citizen Presentations (longer than 5 minutes), Miscellaneous Business, and Executive Session

- A. City Council

13. Adjournment

WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY MEETING (separate agenda)

WESTMINSTER HOUSING AUTHORITY MEETING (separate agenda)

GENERAL PUBLIC HEARING PROCEDURES ON LAND USE MATTERS

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

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE CITY COUNCIL MEETING
HELD ON MONDAY, AUGUST 13, 2007 AT 7:00 P.M.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

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

CONSIDERATION OF MINUTES

Councillor Major moved, seconded by Dittman, to approve the minutes of the regular meeting of July 23, 2007, as presented. The motion passed unanimously.

CITY MANAGER'S REPORT

Mr. McFall reminded everyone about the Westminster Faire this Saturday, August 18th at City Park. An added feature this year is an all-you-can-eat pancake breakfast for five dollars. All proceeds will go to the Armed Forces Tribute Garden currently under construction at City Park. The annual Holy Cow Stampede 10K and 5K races along the Dry Creek Trail will begin at 8 a.m. Everyone is looking forward to the Faire which should have nice warm weather.

He also noted that at the conclusion of tonight's regular Council meeting, meetings of the Westminster Economic Development Authority and the Westminster Housing Authority will then follow.

CITY COUNCIL COMMENTS

Councillor Price reported that on Saturday, July 28th, over one hundred volunteers from the Church of Jesus Christ Latter-Day Saints, coordinated by Pam Mayhew and Vicky Bunsen, cleaned the historic Shoenberg Farm House inside and out. She was very impressed with the difference they made and thankful for their hard work.

Councillor Kaiser reported that a week ago Saturday he had the opportunity to attend the dedication of two Habitat for Humanity houses. The homes went to two large families that have never had a real house to call their own. The ceremony was quite moving.

Councillor Major reported that he attended the Fire Fighters Combat Challenge, with teams from all over the western region, held again this year at the Promenade. He described several of the grueling challenges and advised that it is a fantastic event that displays the training and skills our firefighters need, to do their jobs.

Mayor McNally reported that Tuesday was National Night Out with 24 block parties held in the City. She applauded the Police Department for encouraging this great event. It is a way for citizens to get to know their neighbors and thus create safer communities.

The Mayor also reported that she and Councillor Price attended the Hmong Cultural and Wellness Faire on Saturday. It was the third year where seven clans in our area come together to put on an event that teaches us about their culture. There was constant activity and a fantastic turnout.

EMPLOYEE SERVICE AWARDS

Councillor Major presented certificates and pins for 20 years of service to Karen Layfield, Sharon McDowd and Jim Wollack. Mayor McNally presented a certificate, pin and monetary stipend for 25 years of service to Ron Lamb. Concillor Dittman presented certificates and pins for 30 years of service to Bill Morgan, Mike Normandin and Frances Velasquez.

CONSENT AGENDA

Mayor McNally removed the Cheyenne Ridge Park Concrete Contract from the consent agenda to be voted on separately.

The following items were submitted for Council's consideration on the consent agenda: approve the penalty guidelines adopted by the Special Permit and License Board on July 11, 2007; authorize the City Manager to sign the Radio System Use Agreement with the Arvada Fire Protection District; based on the report and recommendation of the City Manager, determine that the public interest will be best served by awarding contracts to the following contract custodial firms for the remaining six months of 2007; KG Clean, Inc. not to exceed \$124,212, Carnation Building Services, Inc. not to exceed \$36,574.00, DiTirro Building Services not to exceed \$35,570, ratify the expenditure authorizing the City Manager to pay any past invoices not previously authorized to these firms for the first seven months of 2007 and authorize the City Manager to approve, at the City's option, an additional one year extension to any of the custodial contracts beginning January 2008; authorize the City Manager to execute a contract for architectural design and project management for remodeling the former Police Department building to Dauer Haswell Architecture Inc. d/b/a Studio DH in an amount not to exceed \$60,000; authorize the City Manager to execute a Sheridan Boulevard Water Line change order with Castle Rock Construction Company of Colorado in the amount of \$183,826, authorize a 10% contingency budget of \$18,383 for a total project budget of \$202,209, and authorize the transfer of \$168,000 from the Utility Fund Capital Improvement Project entitled Open Cut Water Replacement to the Shoenberg to 70th Water Mains account; authorize the City Manager to execute a contract with Levi Contractors, Inc. to complete the specified work as described in the 2007 Wastewater Collection System Improvement Project documentation and authorize a project budget of \$198,100 with a 10% contingency budget of \$19,810 for a total project budget of \$217,910; approve an expense to the Open Space Fund of \$1,456.70 over the previously approved amount for the purchase of the Tanglewood Creek Open Space property at 128th Avenue and Huron Street; authorize the City Manager to sign an Intergovernmental Agreement with the Urban Drainage and Flood Control District relating to the construction of improvements to the Middle Branch of Hylands Creek in conjunction with the 104th Avenue and Sheridan Boulevard intersection improvement project that is currently under construction; authorize the City Manager to execute an amendment to the existing Intergovernmental Agreement with the Urban Drainage and Flood Control District relating to the design and construction of Cozy Corner Tributary No. 5 Channel from Sheridan Boulevard, east and under newly constructed Wolff Street across the north side of City open space and downstream to Big Dry Creek and authorize the expenditure of an additional \$250,000 for a total expenditure of \$600,000 for the City's share of the cost for the design and construction of this project and charge the expense to the Utility Fund – Storm Water Utility Account; final passage of Councillor's Bill No. 43 amending Titles III, IV, and V of the Westminster Municipal Code concerning tax administration; and final passage of Councillor's Bill No. 44 repealing and reenacting the City's election code, amending W.M.C. Section 1-11-2 concerning qualifications of City Councillors and amending W.M.C. Section 2-1-1 concerning appointment of Board and Commission members.

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

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

CHEYENNE RIDGE PARK CONCRETE CONTRACT

It was moved by Councillor Major, seconded by Councillor Price, to authorize the City Manager to sign a contract with the low bidder, AJI, Inc., in the amount of \$109,182 for concrete work at Cheyenne Ridge Park, and also authorize a construction contingency in the amount of \$11,000 for a total budget of \$120,182. The motion passed with Councillor Kaiser abstaining due to a possible conflict of interest.

RESOLUTION NO. 26 RE AMBULANCE FEE SCHEDULE

Councillor Price moved, seconded by Major, to adopt Resolution No. 26 establishing a new ambulance fee schedule. On roll call vote, the motion passed unanimously.

RESOLUTION NO. 27 RE PURCHASE OF CHURCH PROPERTY FOR OPEN SPACE AT 100TH & SIMMS ST.

It was moved by Mayor Pro Tem Kauffman and seconded by Councillor Kaiser to adopt Resolution No. 27 authorizing the purchase of the approximately 5.5 acre parcel next to the northwest corner of 100th Avenue and Simms Street for \$785,000, with the City of Westminster and Jefferson County each paying 50% of the purchase price (\$392,500 per entity); and authorizing the City Manager to execute all documents required to close on the purchase of the property. At roll call, the motion passed unanimously.

COUNCILLOR'S BILL NO. 45 RE COST RECOVERY FOR HURON ST. IMPROVEMENTS – 128TH to 140TH

It was moved by Councillor Major and seconded by Councillor Dittman to pass Councillor's Bill No. 45 on first reading establishing recovery payments owed to the City for costs incurred in constructing improvements to Huron Street between 128th Avenue and 140th Avenue. At roll call, the motion passed unanimously.

COUNCILLOR'S BILL NO. 46 RE COST RECOVERY FOR HURON ST. IMPROVEMENTS – 140TH to 150TH

Upon a motion by Councillor Lindsey, seconded by Councillor Price, the Council voted unanimously on roll call vote to pass Councillor's Bill No. 46 on first reading establishing recovery payments owed to the City for costs incurred in constructing improvements to Huron Street between 140th Avenue and 150th Avenue.

COUNCILLOR'S BILL NO. 47 RE 2007 2ND QUARTER BUDGET SUPPLEMENTAL APPROPRIATION

Councillor Dittman moved, seconded by Councillor Major, to pass Councillor's Bill No. 47 on first reading providing for supplementary appropriations to the 2007 budget of the General, General Capital Improvement, General Capital Outlay Replacement, Parks, Open Space, and Trails and Debt Service Funds. The motion passed with all Council members voting affirmatively at roll call.

ADDITIONAL FUNDS TO THE CITY'S MASTER LEASE PROGRAM FOR PARKS EQUIPMENT

It was moved by Councillor Dittman, seconded by Councillor Major, to approve the addition of \$40,626 to the City's master lease program for the Parks Promenade maintenance equipment that Council approved on May 14th 2007. The motion passed unanimously.

ADJOURNMENT

There was no further business to come before the City Council and the meeting was adjourned at 7:28 p.m.

ATTEST:

Mayor

Deputy City Clerk



Agenda Memorandum

City Council Meeting
August 13, 2007



SUBJECT: Presentation of Employee Service Awards

Prepared By: Debbie Mitchell, Human Resources Manager
Dee Martin, Human Resources Administrator

Recommended City Council Action

Present service pins and certificates of appreciation to employees celebrating 20, 25 and 30 years of service with the City, and provide special recognition to the City's 25-year employee with the presentation of a \$2,500 bonus.

Summary Statement

- City Council is requested to present service pins and certificates of appreciation to those employees who are celebrating their 20th, 25th and 30th anniversaries of employment with the City.
- In keeping with the City's policy of recognition for employees who complete increments of five years of employment with the City, and City Council recognition of employees with 20 years or more of service, the presentation of City service pins and certificates of appreciation has been scheduled for Monday night's Council meeting.
- In 1986, City Council adopted a resolution to award individuals who have given 25 years of service to the City with a \$2,500 bonus to show appreciation for such a commitment. Under the program, employees receive \$100 for each year of service, in the aggregate, following the anniversary of their 25th year of employment. The program recognizes the dedicated service of those individuals who have spent most, if not all, of their careers with the City.
- There is one employee celebrating 25 years of service, and will receive a check for \$2,500, less income tax withholding following his 25th anniversary date.
 - Councilor Dittman will present the 30-year certificates.
 - Mayor McNally will present the 25-year certificate.
 - Councilor Major will present the 20-year certificates.

Expenditure Required: \$ 2,500

Source of Funds: General Fund - Fire Department Operating Budget

Policy Issue

None identified

Alternative

None identified

Background Information

The following 20-year employees will each be presented with a certificate and service pin:

Karen Layfield	Management Assistant	Parks, Recreation & Libraries
Sharon McDowd	Crewleader/Custodial	General Services
Jim Wollack	Senior Police Officer	Police

The following 25-year employee will be presented with a certificate, service pin and check for \$2,500, minus amounts withheld for Federal and State income taxes after his anniversary date:

Ron Lamb	Firefighter II	Fire
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The following 30-year employees will each be presented with a certificate and service pin:

Bill Morgan	Equipment Operator I	Public Works & Utilities
Mike Normandin	Senior Engineer	Community Development
Frances Velasquez	Secretary	Community Development

On August 15, 2007, the City Manager will host an employee awards luncheon at which time three employees will receive their 15 year service pins, 13 employees will receive their 10 year service pins, and 4 employees will receive their 5 year service pins, while recognition will also be given to those who are celebrating their 20th, 25th, and 30th anniversary. This is the third luncheon for 2007 to recognize and honor City employees for their service to the public.

The aggregate City service represented among this group of employees is 370 years of City service. The City can certainly be proud of the tenure of each of these individuals and of their continued dedication to City employment in serving Westminster citizens. Biographies of each individual being recognized are attached.

Respectfully submitted,

J. Brent McFall
City Manager
Attachment



Agenda Item 8 A

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
August 13, 2007



SUBJECT: Special Permit and License Board Penalty Guidelines

Prepared By: Jeffrey M. Betz, Assistant City Attorney

Recommended City Council Action

Approve the attached penalty guidelines adopted by the Special Permit and License Board on July 11, 2007.

Summary Statement

On July 11, 2007, the Special Permit and License Board (“SPLB”) adopted a new set of penalty guidelines for the imposition of penalties for violations of the State and City of Westminster beer and liquor codes. These guidelines allow the Westminster Police Department and the City Attorney’s Office to take into account aggravating and mitigating circumstances of a liquor code violation when recommending a penalty to impose on the licensee to the SPLB. In addition, the guidelines allow the SPLB to consider issuance of a warning letter and acceptance of fines in lieu of suspension in the appropriate circumstances.

Expenditure Required: \$ 0

Source of Funds: N/A

Policy Issue

Whether to concur with the action taken by the SPLB on July 11, 2007, at which time the Board adopted the attached guidelines.

Alternative

Council could not concur and direct the SPLB to consider alternative penalty guidelines.

Background Information

In 1996, the Special SPLB adopted penalty guidelines concerning the imposition of penalties for violations of the State and City of Westminster beer and liquor codes. These guidelines, which have been amended over the years, were intended to give guidance to the Westminster Police Department and the City Attorney's Office when bringing potential violations to the SPLB for disciplinary action and for reference in stipulations entered into with a licensee for a specific penalty for a violation of the beer or liquor code.

Although these guidelines did provide for consistency in the imposition of penalties for first, second and third violations, they failed to take into account any consideration of aggravating and mitigating circumstances surrounding the violation, as provided for in the State's penalty guidelines. As such, for the same violation all licensees received the same penalty, regardless of the circumstances surrounding the violation, the level of training it provided its staff or corrective action taken by the licensee to mitigate further violations. This resulted in significant impact on licensees who made every attempt to comply with the law and yet failed to adequately penalize those who failed to take any reasonable steps to comply with the liquor code. Furthermore, the guidelines failed to provide for any means for the SPLB to accept a fine in lieu of a suspension of someone's license, which is a means of deterrence specifically provided for within the State liquor code, and which is commonly used in other cities.

In the spring of 2007, the SPLB expressed interest in reviewing its current guidelines, for the purpose of addressing some of these issues. The SPLB received a presentation by Mr. Matt Cook, who has over twenty-five years of experience in liquor enforcement and was the former director of the Colorado Liquor Enforcement Division. The presentation focused on a number of areas, including State penalty guidelines and state-wide best practices.

The SPLB subsequently directed Staff to assemble an ad hoc committee to review and make recommended changes to the existing guidelines. A committee was formed that included Councillor Chris Dittman as liaison to the SPLB, two members of the SPLB, and representatives from the City Attorney's Office, Police Department and City Clerk's Office. In addition, Mr. Ben Martinez of the Bonefish Grill and Mr. James Dean of Westminster Total Beverage participated on the committee, in order to provide input from the licensee's perspective. After several meetings, the committee formulated a proposed set of guidelines for the SPLB's consideration. The most significant changes to the proposed guidelines included consideration of mitigating/aggravating circumstances, issuance of warning letters on first offenses, and the acceptance of fines in lieu of a suspension.

The proposed guidelines were reviewed and discussed at a special meeting of the SPLB on July 11, 2007. After a lengthy discussion, the SPLB adopted the proposed guidelines unanimously with the understanding that they would be reviewed by City Council as well.

Attached is a copy of the guidelines as adopted by the Board on July 11, 2007.

Respectfully submitted,

J. Brent McFall
City Manager
Attachment

**CITY OF WESTMINSTER
SPECIAL PERMIT AND LICENSE BOARD
PENALTY/STIPULATION GUIDELINES
FOR VIOLATIONS OF THE BEER AND LIQUOR CODES**

The following guidelines are intended to be used by the Westminster Police Department and the City Attorney's Office when bringing potential violations to the Board for disciplinary action and for reference in stipulations entered into with a Licensee for a specific penalty for a violation of the Beer or Liquor Codes.

These are guidelines only. The Board retains its full discretion to impose other discipline, including informal reprimands, after considering the circumstances of individual cases. The Police Department and the City Attorney's Office retain full discretion to evaluate a case and shall consider mitigating and aggravating circumstances when recommending sanctions and/or deciding whether to bring it to the Board.

These guidelines do not create any rights to a specific course of action or a specific penalty for any Licensee alleged to have violated the Beer or Liquor Codes.

TYPES OF VIOLATIONS:

A. SALES TO MINORS OR VISIBLY INTOXICATED PERSONS:

1. **Mitigation/Aggravation to be considered regarding severity of the penalty imposed may include:**
 - Action taken by the licensee to prevent violation, i.e., qualified training of servers pursuant to Section 12-47-1001 C.R.S.
 - Licensee's past history of success or failure with compliance checks during the past five years.
 - Corrective action taken by the licensee.
 - Prior violations during the past five years/prior corrective action and its effectiveness.
 - Willfulness or deliberateness of the violation.
 - Likelihood of recurrence of the violation.
 - Factors which might make the situation unique, such as prior notification of checks for compliance or the dress or appearance of the underage purchaser.
 - Licensee or manager is the violator or has directed an employee or other individual to violate the law.
2. **First Offense:** Written warning to fifteen day suspension. Accepting a fine in lieu of up to fourteen days of actual suspension is at the discretion of the licensing authority, as is holding a portion of the suspension time in abeyance for a period of time.
3. **Second Offense (within five years):** Five to thirty day suspension. If no fine was paid or suspension served at the time of the first offense, it would be within the discretion of the licensing authority to accept a fine in lieu of actual days of suspension and/or to hold a portion of the suspension time in abeyance for a period of time.
4. **Third Offense (within five years):** Twenty to forty-five day suspension.
5. **Fourth Offense (within five years):** Forty-five day suspension to revocation.

B. FAILURE TO REPORT DISTURBANCE OR UNDERAGE EMPLOYEE SELLING OR SERVING:

1. **First Offense:** Three to fourteen day suspension. Any days not served under the suspension shall be held in abeyance for a period of two years. Any closure shall be served on a Friday or Saturday except in cases of an establishment licensed to serve 3.2% beer at retail, at least one day shall be served on a Sunday.
2. **Second Offense:** Seven to fifteen day suspension. Minimum of 2 days closure shall be served under any suspension. Any closure must include a Friday or Saturday, except that in the case of an establishment licensed to sell 3.2% beer at retail, any closure of service must include a Sunday. Any days not served shall be held in abeyance for a period of two years. The period of time between the first offense and any succeeding offense may be considered in determining the penalty. A second or succeeding offense need not be the same type of violation as the first offense.
3. **Third Offense:** Case-by-case basis. May include but not be limited to revocation.

C. ALL OTHER VIOLATIONS:

As types and natures of violations can vary greatly, it is difficult to determine specific penalty guidelines except on a case-by-case basis. An analysis of each violation not outlined above will be prepared jointly by the Police Department and the City Attorney's Office. After review and consideration of items, which may include but not be limited to previous violations, severity and type of violation, and circumstances in aggravation or mitigation of the violation, a proposed penalty or stipulation may be presented to the Special Permit and License Board.



**WESTMINSTER
COLORADO**

Agenda Memorandum

City Council Meeting
August 13, 2007



SUBJECT: Radio System Use Agreement with Arvada Fire Protection District

Prepared By: Steve Peterson, Police Commander

Recommended City Council Action

Authorize the City Manager to sign the Radio System Use Agreement with the Arvada Fire Protection District.

Summary Statement

- In 1992, the City of Westminster and City of Arvada entered into an Intergovernmental Agreement (IGA) to jointly own and operate a M/A COM 800 MHz radio communications system. City of Westminster users of this system include Police, Fire, Public Works, and the Parks and Recreation Departments. The City of Arvada users are similar with the exception of Fire. The City of Arvada does not have a Fire Department. Fire services are provided to Arvada citizens through the Arvada Fire Protection District, which is a separate and distinct taxing and governmental entity.
- The Arvada Fire Protection District (AFPD) currently operates on a UHF radio system that is considered old technology and is not interoperable with any adjoining communications systems. Arvada Fire apparatus are currently unable to communicate by radio with Arvada Police units or Westminster Fire apparatus. This imposes significant limits on operational coordination and effectiveness for both day to day operations as well as large scale events requiring multi-agency response. The AFPD desires an agreement that allows for seamless 800 MHz communications capability and the ability to communicate directly with Arvada Police and the City of Westminster Fire and Police Departments.
- The cities of Arvada and Westminster emergency communications staff are seeking approval for the Arvada Fire Protection District to be granted the use of the jointly owned M/A COM 800 MHz backbone radio system and transmitter. This agreement also allows the AFPD the use of radio frequencies jointly owned by the cities of Arvada and Westminster. The Arvada City Council is scheduled to review this IGA on August 6, 2007.
- This Use Agreement specifies that the AFPD fund all costs associated with the integration of the radio system with the cities of Arvada and Westminster. AFPD will contribute funds on a pro-rated basis for its share of maintaining the Radio Communications System and Facility to include costs related to leases, infrastructure, annual M/A COM software agreements, and the radio system backbone maintenance.
- The Arvada Fire Protection District has acquired funding for this project through the Urban Area Security Initiative (UASI) grants and an Arvada voter approved tax initiative for fire protection.
- The City Attorney's Office has reviewed the Radio System Use Agreement, which is attached.

Expenditure Required: \$ 0

Source of Funds: N/A

Policy Issue

In conjunction with the City of Arvada, should the City of Westminster allow the Arvada Fire Protection District to utilize the Westminster/Arvada radio backbone and transmitter facilities?

Alternative

Council could choose not to approve the use of the radio communications system jointly owned by the cities of Arvada and Westminster. Staff does not recommend this alternative. Emergency events requiring multi-jurisdictional response are common in our neighboring communities and interoperable communications between emergency responders is imperative. The residents of Arvada are currently served by a Police Department and a Fire Department that can't directly communicate with one another in the field, which is not in the best interests of those residents and the delivery of emergency services.

Background Information

The cities of Arvada and Westminster jointly own a M/A COM 800 MHz radio communications system that supports all municipal departments' radio communications in each community. The City of Arvada has no municipal fire department. Instead, they are serviced by the Arvada Fire Protection District, a separate political subdivision.

Currently, the AFPD operates on a UHF radio system that is not compatible with the Arvada Police Department, Westminster Police Department, Westminster Fire Department, or other metro area emergency services. Development of an 800 MHz radio communications will give AFPD that capability. The City of Arvada Emergency Communications Center recognizes the need to have seamless radio communications with fire and EMS services in their community. This contractual agreement will allow AFPD to communicate via the 800 MHz radio, which is jointly owned by the cities of Westminster and Arvada. "Network First," an interoperable communications system with other emergency services, links metro and State radio systems. AFPD will have use of this system if this agreement is approved.

Arvada Fire Protection District and Westminster Fire Department share many miles of jurisdictional boundaries. Potential for co-response or mutual aid events may occur at any time. Seamless communications between emergency responders during these events is a very beneficial asset. The current IGA between Westminster and Arvada (Owners) allows for additional "users" to be added to the system. The addition of AFPD communications to the current system will not interfere with, nor will it overload the existing capability or capacity of the system to provide effective communications to Arvada and Westminster. Adding AFPD as a user to the system will have negligible impact on the useful life expectancy of the radio backbone and transmitter facilities.

After completion of the planned construction of the AFPD communications center, additional console space will be constructed and will be available to the cities of Westminster and/or Arvada communication centers for use as an emergency evacuation point should our communications center become unusable. This will provide two back-up communications center options, for the City of Westminster should for any reason our facility be forced to evacuate or shut down. If required, Westminster Communications personnel could dispatch Westminster Police and Fire from either the City of Arvada or the Arvada Fire Protection District communications centers. This would also provide both the City of Arvada and the Arvada Fire Protection District with two emergency communications center options in the event one is needed.

Respectfully submitted,

J. Brent McFall
City Manager
Attachment

Radio System Use Agreement

This Radio System Use Agreement ("Agreement"), effective May 1, 2007 ("Effective Date"), is entered into by and between the **CITY OF WESTMINSTER**, a Colorado home-rule municipality ("Westminster"), the **CITY OF ARVADA**, a Colorado home rule municipality ("Arvada"), and the **ARVADA FIRE PROTECTION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado ("AFPD"). Arvada, Westminster and AFPD are collectively referred to as the "Parties" or individually as a "Party".

I. Recitals

WHEREAS, the Colorado Constitution Article XIV, Section 18(2)(a) and (b) and Article XI, Section 2, and C.R.S. §29-1-201, permit and encourage municipal, quasi-municipal and other local governmental entities to make efficient and effective use of their powers and responsibilities by cooperation and contracting with each other; and

WHEREAS, pursuant to C.R.S. §29-1-203, local governmental entities may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting entities if such cooperation or contract is authorized by each party through the approval of its legislative body or other authority having the power to so approve; and,

WHEREAS, the parties are each lawfully authorized to provide fire protection, rescue, ambulance and other public safety and emergency response services (collectively, "emergency services"); and,

WHEREAS, Arvada and Westminster are joint owners of an M/A COM 800mhz radio system ("RCS") pursuant to an Intergovernmental Agreement between Arvada and Westminster effective April 27, 1992, and First Amendment thereto dated May 12, 1994 ("RCS IGA"). Among other capabilities, the RCS enables emergency services communications by and between Arvada and Westminster and other emergency services providers using the State-wide 800mhz communications system; and,

WHEREAS, Section 6 of the RCS IGA authorizes Arvada and Westminster to grant third parties the right to use the RCS, consistent with and limited to the terms and conditions of the RCS IGA; and,

WHEREAS, Arvada and Westminster wish to grant AFPD the non-exclusive right to use the RCS and Facility (as defined in the RCS IGA), and AFPD desires to use the RCS and Facility, upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Parties agree as follows.

II. Agreement

1. Non-Exclusive License. Subject to the terms and conditions of this Agreement, Arvada and Westminster grant AFPD a non-exclusive license to use the RCS and Facility, including but not limited to, the right to install, maintain and upgrade its communications equipment on the Facility reasonably necessary for AFPD to use the RCS. Subject to paragraph 3, below, AFPD may upgrade and replace its communications equipment as it deems appropriate after review and approval by Arvada and Westminster, which approval shall not be unreasonably withheld.

2. AFPD's Communications Equipment. AFPD has the right to connect to the RCS, and use, three consoles and approximately 107 radios (mobile and portable), and to install microwave and other associated equipment on the Facility reasonably necessary for AFPD's use of the RCS. Subject to paragraph 3, below, AFPD may use additional radios (mobile and portable) on the RCS, and increase/decrease the communications equipment installed on the Facility, as necessary to meet its emergency services needs after review and approval by Arvada and Westminster, which approval shall not be unreasonably withheld.

3. No Interference.

a. AFPD's communications equipment, and its installation, maintenance and operation of its communications equipment, shall be in full compliance with all applicable FCC and FAA rules, regulations or guidelines and shall not cause interference with any communications equipment installed on the Facility; provided, however, that AFPD shall not be responsible for correcting interference resulting from Arvada or Westminster installing new, additional or upgraded communications equipment on the Facility after AFPD's communications equipment has been installed. Should any interference occur, Arvada or Westminster shall provide AFPD with notice of such interference and AFPD shall promptly make all necessary repairs and adjustments, at AFPD's own expense, to ensure maximum interference protection in accordance with all applicable FCC and FAA rules, regulations and guidelines, including but not limited to modifying AFPD's communications equipment or relocating AFPD's communications equipment to another location on the Facility. Neither Arvada nor Westminster have the right to require AFPD to move its communications equipment to accommodate additional communications equipment Arvada or Westminster may wish to install on the Facility after the Effective Date of this Agreement. Notwithstanding the foregoing, nothing shall prohibit AFPD from voluntarily moving its communications equipment to accommodate additional communications equipment Arvada or Westminster may wish to install on the Facility after the Effective Date of this Agreement.

b. Arvada and Westminster agree that if any interference is caused to AFPD's use of the RCS as a result of the installation or upgrade of Arvada or Westminster's communications equipment at the Facility after the Effective Date of this Agreement, the Party whose communications equipment is causing the interference shall promptly make

any necessary repairs and adjustments to eliminate such interference, at the interfering Party's sole cost and expense.

4. Installation, Maintenance and Upgrade. AFPD agrees that all work performed on its communications equipment installed on the Facility, whether associated with initial installation, maintenance or upgrades, shall be performed by the Westminster/Arvada radio service contractor (currently Legacy Communications) or with the permission and oversight of a Westminster or Arvada radio technician.

5. Ongoing System Costs.

a. AFPD shall contribute funds to cover its pro-rated share of the yearly, on-going costs of maintaining the RCS and Facility, including but not limited to, costs relating to leases, infrastructure, annual M/A COM software agreement, and backbone maintenance. AFPD shall have no obligation for costs associated with upgrading the RCS and Facility, which shall be borne by Arvada and Westminster pursuant to the RCS IGA.

b. AFPD's costs shall be assessed on a pro-rata basis determined by the number of AFPD radios using the RCS as a percentage of the total number of radios using the RCS. AFPD shall pay any invoice for such maintenance costs within 30 calendar days of receipt of the invoice. A review of the number of radios in use by each entity pursuant to this Agreement shall be conducted annually to determine the percentage of radios and cost associated with AFPD's usage.

6. Backup Communications. If a Party's communication center fails, the other Parties will work together to provide that Party with temporary access to back-up communications at one of the other Party's communications center. If under the circumstances the Parties mutually agree the back-up communications should be provided at AFPD's communications center, AFPD shall temporarily make available one console to the requesting Party, upon the terms and conditions set forth in Section 7(f) of the RCS IGA.

7. Term and Termination. Unless sooner terminated pursuant to paragraph 8, below, this Agreement shall remain in full force and effect until the earlier of: a) AFPD ceases to provide emergency services to Arvada; or, b) Arvada ceases to be a contracting party to the RCS IGA.

8. Non-Appropriation of Funds. All of AFPD's financial obligations under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. Nothing in this Agreement shall be deemed to pledge AFPD's credit or faith, directly or indirectly, to Arvada or Westminster. The AFPD Fire Chief and his/her staff shall in good faith take all actions reasonably necessary for the AFPD Board of Directors ("AFPD Board") to appropriate sufficient funds each year for AFPD to meet its financial obligations under this Agreement for the next fiscal year; however, if the AFPD Board fails to appropriate funds for AFPD's obligations under this

Agreement for a fiscal year, this Agreement shall automatically terminate on the first day of the fiscal year for which funds have not been appropriated, and AFPD shall have no further obligation to Arvada or Westminster under this Agreement.

9. Governmental Immunity. This Agreement is not intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties, and their current or former council members, directors, officers, employees and volunteers under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

10. Dispute Resolution; Civil Action; Attorneys' Fees, Costs and Expenses. In the event of a dispute between two or more of the Parties arising from or relating to this Agreement, the disputing Parties shall participate in mediation through the American Arbitration Association, or other mutually agreed upon mediation services provider, within 30 days of one or more of the disputing Parties requesting mediation. The Parties involved in the mediation shall share equally the costs of the mediator and the mediation facilities; otherwise, each Party shall pay its own attorneys' fees, costs and expenses incurred in connection with the mediation. If the Parties to the mediation are unable to resolve the dispute through mediation, one or more of the Parties to the mediation may commence a civil action. Venue for any such shall be in Jefferson County, Colorado. In any civil action arising from or relating to this Agreement, the prevailing Party shall be awarded its reasonable attorney's fees, costs and expenses, including any attorneys' fees, costs and expenses incurred in collecting upon any judgment or award.

11. Additional Terms and Conditions. Colorado law governs this Agreement. This Agreement is the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may only be amended by a document signed by the Parties. If any provision is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. Each Party agrees to execute any and all necessary documents and agreements to facilitate this Agreement. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a party to this Agreement. This Agreement may be executed in several counterparts and by facsimile, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

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Date: _____

Date: _____

CITY OF ARVADA

CITY OF WESTMINSTER

By: Craig G. Kocian, City Manager
Address: 8101 Ralston Road
Arvada, CO 80001

By: Brent McFall, City Manager
Address: 4800 W. 92nd Avenue
Westminster, CO 80031

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

M. McCulloch

City Attorney

Date: 8/2/07

ARVADA FIRE PROTECTION DISTRICT

Mike Kerr

By: Mike Kerr, President
Address: 6503 Simms Street
Arvada, CO 80004

APPROVED AS TO FORM:

[Signature]

Attorney for the District



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
August 13, 2007



SUBJECT: Custodial Services Contracts Ratification

Prepared By: Jerry Cinkosky, Facilities Manager

Recommended City Council Action

Based on the report and recommendation of the City Manager, determine that the public interest will be best served by awarding contracts to the following contract custodial firms for the remaining six months of 2007; KG Clean, Inc. not to exceed \$124,212, Carnation Building Services, Inc. not to exceed \$36,574.00, DiTirro Building Services not to exceed \$35,570, and ratify the expenditure authorizing the City Manager to pay any past invoices not previously authorized to these firms for the first seven months of 2007. In addition, determine that the public interest will best be served by authorizing the City Manager to approve, at the City's option, an additional one year extension to any of the contracts beginning January 2008.

Summary Statement

- For the past 18 years the City of Westminster has contracted with the private business sector to provide custodial services in City facilities. It is estimated this approach has saved the City approximately \$100,000 - \$150,000 annually.
- In October 2005, following a competitive bid process; City Council authorized the City Manager to execute custodial services contracts with KG Clean, Inc., Carnation Building Services, Inc. and DiTirro Building Services that began in January 2006.
- Traditionally, City custodial service contracts have been awarded for one year and allow for an option of two, one year extensions. This process has been used for the past 18 years to both reward the custodial contractor for good performance, and also to help alleviate the continuous changing of custodial service companies.
- During a recent review of the internal purchase orders approval process by the City's Purchasing Officer, it was brought to Staff's attention that during City Council's approval of custodial services contracts in October 2005, Staff did not include the verbiage in the agenda memorandum that should have been included requesting Council's approval for the additional two, one year extensions when awarding custodial services contracts, and thus had not received formal authorization by City Council for the extensions of services that are currently being provided.
- Following the City Purchasing Officer's recommendation, Staff is presently requesting ratification of expenditures for the first seven months of 2007, and awarding KG Clean, Inc., Carnation Building Services, Inc. and DiTirro Building Service a six-month extension through the end of December 2007. In addition, Council's authorization is being requested to allow for an additional year, at the City's option, based on performance, to each existing custodial contract, beginning January 2008.

Expenditure Required: \$392,712 (through 2007)
\$404,493 (2008)

Source of Funds: General Fund – 2007/2008 General Services Operating Budget
General Fund – 2007/2008 Parks, Recreation & Libraries Operating Budget (MAC)
Utility Fund – 2007/2008 Water Operations Budget
Golf Course – 2007/2008 Golf Operations Budget

Policy Issue

Should Council retroactively approve expenditures for contract custodial services for the first seven months of 2007? In addition, should City Council authorize a six month extension for custodial services through December 2007, and allow for a one year extension beginning January 2008?

Alternative

Do not ratify first seven months of expenditures for custodial services, and direct Staff to go back to bid for the remaining five months of 2007. Staff is not recommending this approach based on the three contractors working in good faith, already having provided custodial services for the City. In addition, Staff does not recommend going back to bid as the custodial request for proposal process, references checks, and award normally requires two months to complete that could potentially disrupt cleaning services for that period of time. These companies have agreed to hold their contract prices at the same levels as 2006 for 2007 and a 3 per cent increase for 2008.

Background Information

For the past 18 years the City has contracted with the private sector to provide custodial services. It is estimated this practice of using contract custodial services has saved the City \$100,000 - \$150,000 annually.

In October 2005 following a competitive bid process, City Council authorized the City Manager to execute custodial service contracts with three custodial cleaning companies to begin services January 2006. The City entered into contracts with KG Clean, Inc., Carnation Building Services, Inc., and DiTirro Building Services.

Facilities presently being serviced by each custodial company are as follows:

- DiTirro Building Services: The MAC (formerly The Senior Center), Irving Street Library, Swim & Fitness Recreation Center, Municipal Court, Countryside Recreation Center and Kings Mill Pool Facility. (Countryside Recreation Center and Kings Mill Pool are seasonal only and serviced in May, June, July, August, and September). 2007 Expenditure - \$71,140.
- KG Clean, Inc.: Public Safety Center, City Hall, City Park Recreation Center, City Park Fitness Center, Parks Operations Facility and Legacy Ridge Club House. 2007 Expenditure - \$248,424.
- Carnation Building Services, Inc.: Municipal Service Center Operation Building, Fleet Maintenance, Municipal Service Center Administration Building, Semper Water Treatment Facility, Northwest Water Treatment Facility, West View Recreation Center and Heritage Golf Club House. 2007 Expenditure - \$73,148.

The City has used the services of KG Clean, Inc., Carnation Building Services, Inc., and DiTirro Building Services in good faith from the beginning of the year through the present date and now requests Council's approval to ratify expenditures for the first seven months of 2007 and recommends authorization to extend custodial services contracts for an additional five months through the end of December 2007. In addition, Staff is requesting Council authorization to allow for an additional one year extension renewal at the City's option, based on each contractor's performance beginning January 2008 with a three per cent increase effective January 1, 2008. Funds are available in the 2008 Budget for this requested increase.

Staff's experience has been that consistency when using the same custodial services companies over time plays an important role in the cleanliness of City facilities. Consistency in services also contributes to achieving City Council's goal of Financially Sustainable City Government by providing the objective of well maintained City infrastructure and facilities.

Respectfully submitted,

J. Brent McFall
City Manager



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
August 13, 2007



SUBJECT: Architectural Services Contract for Remodel of Former Police Department Facility

Prepared By: Jerry Cinkosky, Facilities Manager

Recommended City Council Action

Authorize the City Manager to execute a contract for architectural design and project management for remodeling the former Police Department building to Dauer Haswell Architecture Inc. d/b/a Studio DH in an amount not to exceed \$60,000.

Summary Statement

- City Council has approved a lease agreement with the State of Colorado Department of Corrections (CDOC) for occupancy of the former Westminster Police Department facility.
- At the request of the CDOC and as part of the lease agreement, City Staff has been working with the firm of Studio DH since April 2007 on design and demolition of existing space. In addition, Studio DH acquired the necessary building permits for the construction phase of the remodel project.
- To date, State funds in the amount of \$45,931 have been expended towards the project which included mechanical, plumbing, and electrical engineering drawings for design purposes.
- On July 9 with the demolition and design phase of the project complete, City Council approved a construction contract with Adams Mendel & Allison Construction, Inc. d/b/a AMA Construction Inc. for the remodel and tenant finish that began on July 23.
- Staff is requesting authorization to retain the architectural firm of Dauer Haswell Architecture Inc. d/b/a. Studio DH through the end of the construction for the purpose of project management. The project management phase will require an additional expenditure of \$14,069 thus bringing the total amount paid to Studio DH to \$60,000. This amount requires the approval of City Council.
- The lease agreement between the City and CDOC requires the Colorado Department of Corrections to pay \$60,000 for architectural services and does not change the existing lease rate established during the lease negotiations. CDOC has already made this cash payment to the City.

Expenditure required: \$60,000

Source of Funds: Cash funding from Colorado Department of Corrections

Policy Issue

Should City Council authorize a contract to Studio DH for design and project management phases for remodeling of the former Westminster Police Department facility?

Alternative

Direct Staff to open project for bids. Staff is not recommending this action based on the amount of work previously completed by Studio DH. In addition, Studio DH is on the list of qualified State architects that is a requirement of the CDOC.

Background Information

For the past two years City Staff has been negotiating with the CDOC on a lease agreement that would allow for the CDOC to take occupancy of the former Westminster Police Department building.

In April 2007 during lease negotiations, the CDOC was notified by their current architect that they no longer had the time or resources to complete design on the future remodel project for the former Police Department facility. In addition, the CDOC was notified by their current landlord that their existing lease would not be renewed upon its expiration on May 30, 2007. This required the CDOC Staff to find temporary office space until the remodeling of the former Police Department facility could be completed. In April 2007 the CDOC contacted City Staff requesting assistance with finding an architect who could immediately complete design while lease negotiations were being finalized. Staff contacted the architectural firm of Studio DH who had successfully completed two similar projects for the City and was also on the State's list of approved architects, a requirement for the use of State funding.

To date, Studio DH has completed the demolition; design and building permit approval process, with construction starting on July 23. It is anticipated the CDOC will take occupancy on October 1 of this year as required by the lease agreement.

Staff is requesting the use of Studio DH architectural project management services through the remainder of the remodel and tenant finish phase in working with AMA Construction, Inc., CDOC and City Staff to complete the project by October 1 of this year.

The successful completion of the remodel of the former Police Department building contributes to achieving City Council's goal of Financially Sustainable City Government with well-maintained City infrastructure and facilities by eliminating the vacant former Police facility and making it into viable revenue producing office space.

Respectfully submitted,

J. Brent McFall
City Manager



Agenda Item 8 E

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
August 13, 2007



SUBJECT: Cheyenne Ridge Park Concrete Contract

Prepared By: Rich Dahl, Park Services Manager

Recommended City Council Action

Authorize the City Manager to sign a contract with the low bidder, AJI, Inc., in the amount of \$109,182 for concrete work at Cheyenne Ridge Park, and authorize a construction contingency in the amount of \$11,000 for a total budget of \$120,182.

Summary Statement

- Construction documents for Cheyenne Ridge Park were prepared in-house following neighborhood meetings where residents were given the opportunity for input on the park design.
- The work by AJI, Inc. will consist of concrete sidewalks and a post-tension half basketball court.
- The remainder of the work will be done by the City's in-house Design Development construction crew, including site grading, irrigation installation, and playground installation.
- Bids were solicited from three reputable construction companies, with AJI, Inc. submitting the lowest bid.
- AJI, Inc. has successfully completed construction projects for the City in the past, including Westfield Village Park, and they are currently constructing the Big Dry Creek Park.

Expenditure Required: \$120,182

Source of Funds: General Fund Capital Improvement Fund - Cheyenne Ridge Park

Policy Issue

Should the City proceed with construction of the Cheyenne Ridge Park?

Alternative

City Council could choose to not authorize the contract with AJI, Inc. Staff does not recommend this alternative, as the City has received an \$80,000 grant from Adams County Open Space to assist with the construction costs.

Background Information

The Cheyenne Ridge park site was purchased in 1996. At the request of residents, Council approved \$24,000 in the 2000 Budget for minor site improvements contingent upon neighborhood contributions. Improvements were completed in May of 2001, and included a drip irrigation system to serve 25 to 30 trees that were planted on the park's perimeter and a crusher fines walking trail to loop the park site. The neighbors donated labor and the trees and irrigation was done as a volunteer project with City Staff.

The 2007 CIP budget included \$300,000 for this project and in the spring of 2007, Council authorized Staff to apply for an Adams County Open Space grant in the amount of \$150,000. Adams County awarded this project a grant of \$80,000 and the total project budget is \$380,000 for this five-acre park. Staff anticipates the project being completed in the fall of 2007.

The bids received are as follows:

AJI	\$109,182
T2	\$109,844
Goodland Construction	\$111,273

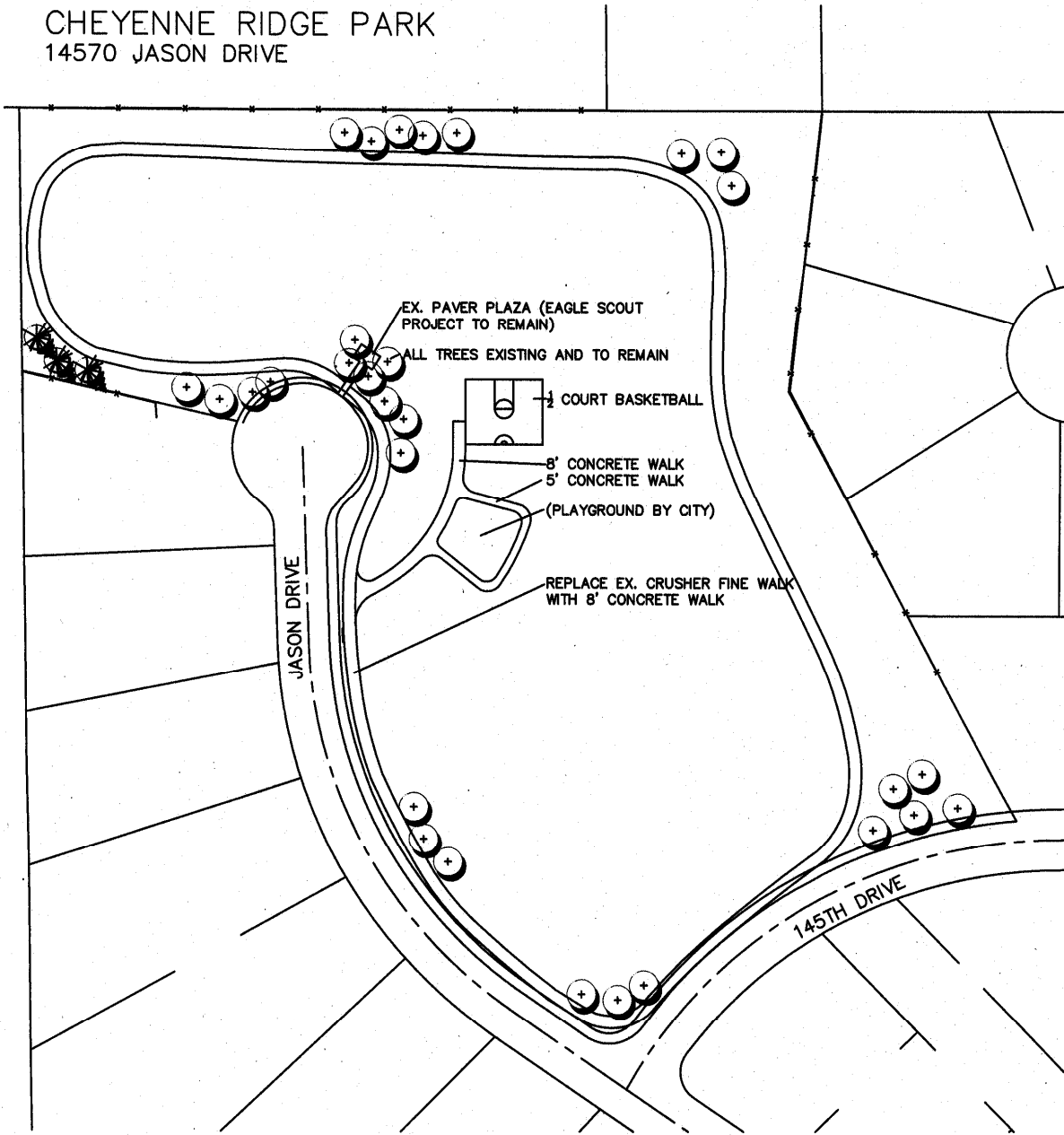
This project meets Council's Strategic Plan goal of Beautiful City by increasing green space within the City.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

CHEYENNE RIDGE PARK
14570 JASON DRIVE





Delaware St
Orchard Pkwy
147th Ave
146th Ave
THE ORCHARD
RETAIL DEVELOPMENT

148th Ave
SQUAL HICK
SUBDIVISION
Kalamath Ct
Mariposa Ct
Osage Ct
Pecos St
145th Pl
Cheyenne Park
145th Way Ct
Inca St
Jason Dr
Lipan St
144th Pl
CHEYENNE RIDGE
PARK SITE
CHEYENNE RIDGE
SUBDIVISION

Huron St
Inca St
Santa Fe St
Kalamath St
Lipan St
142nd Cir
Huntington Trails Pkwy
141st Way
141st Ct
141st Ct
141st Ct
141st Ct
Lexington Cir

HUNTINGTON TRAILS
SUBDIVISION
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MCKAY LAKE
OPEN SPACE





**WESTMINSTER
COLORADO**

Agenda Memorandum

City Council Meeting
August 13, 2007



SUBJECT: Sheridan Boulevard Water Line Change Order

Prepared By: Abel Moreno, Capital Projects and Budget Manager
John Burke, Senior Engineer

Recommended City Council Action

Authorize the City Manager to execute a change order with Castle Rock Construction Company of Colorado in the amount of \$183,826; authorize a 10% contingency budget of \$18,383 for a total project budget of \$202,209; authorize the transfer of \$168,000 from the Utility Fund Capital Improvement Project entitled Open Cut Water Replacement to the Shoenberg to 70th Water Mains account.

Summary Statement

- This project consists of the installation of 1,300 linear feet of 16-inch polyvinyl chloride (PVC) water line from 72nd Avenue north to approximately 74th Avenue.
- The Water and Sewer Systems Infrastructure Master Plan that was completed by URS Corporation in 2005 recommended pressure zone enhancements in south Westminster to enhance the distribution of water in this part of the City.
- City Council previously approved a construction contract with Castle Rock Construction Company of Colorado on June 11, 2007 in the amount of \$4,572,950. This change order represents about 4% of the originally approved contract, which does not normally require Council approval. Due to the substantive nature of this change and the need to transfer funds, Staff is seeking Council approval
- Although this project was recommended by the URS Master Plan, Staff had not planned on installing the new water line until a later date. However, the Sheridan Boulevard roadway improvements offer an opportunity to install the water line at this time so that newer roadway infrastructure would not be damaged within the next 3-5 years when this project was anticipated to be completed.
- Funds for this project are available in the City's Shoenberg to 70th Water Mains (\$35,000) and Open-Cut Water Line Replacement (\$168,000) capital improvement project account.

Expenditure Required: \$202,209

Source of Funds: Utility Fund – Open Cut Water Replacement and 70th Water Mains
Capital Improvement Projects

Policy Issue

Should the City authorize a change order with Castle Rock Construction Company of Colorado to complete 1,300 additional feet of water line installation?

Alternatives

One alternative is to not construct the water line at this time. The water line project can be delayed to a future date, but the opportunity currently exists before new roadway infrastructure is installed.

A second alternative is to bid out this portion of the water line project using the typical design/bid/build approach. However, this will delay the completion of the water line construction that will potentially cause delays to the Sheridan Boulevard improvements project.

Staff does not recommend these alternatives due to the sensitivity of the timing of the Sheridan Boulevard improvements project.

Background Information

The Water and Sewer Infrastructure Master Plan that was completed in 2005 by URS Corporation recommended water system pressure zone enhancements in the southern part of the City to assist in the distribution of water and improve fire flows. The Master Plan calls for a 16-inch water line be connected to an existing 12-inch water line at about 74th Avenue in Sheridan Boulevard and run south in Sheridan Boulevard to 70th Avenue so that the water system could be looped throughout the area, which assists in the distribution of water, improves water quality, and enhances overall customer service.

Staff had not planned for this water line to be installed in the 2007-2008 budget due to other high priority water and sewer projects. However, due to the timing of the Sheridan Boulevard improvements, Staff began investigating the installation of this new water line at this time in order to utilize the opportunity of improving the roadway in this part of the City.

This project helps achieve the City Council's Strategic Plan Goals of, "Financially Sustainable City Government and Vibrant Neighborhoods and Commercial Areas" by contributing to the following objectives:

- Well-maintained City infrastructure and facilities
- Maintain and improve neighborhood infrastructure and housing

Respectfully submitted,

J. Brent McFall
City Manager



Agenda Item 8 G

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
August 13, 2007



SUBJECT: 2007 Wastewater Collection System Improvement Project

Prepared By: Richard A. Clark, Utilities Operations Manager
Andy Mead, Utilities Operations Coordinator

Recommended City Council Action

Authorize the City Manager to execute a contract with Levi Contractors, Inc. to complete the specified work as described in the project documentation; authorize a project budget of \$198,100 with a 10% contingency budget of \$19,810 for a total project budget of \$217,910.

Summary Statement

- This project consists of the open cut excavation of 29 sanitary sewer mains that have been found to have either significant holes, bellies, or cracks/fractures in the pipe, 3 manhole installations, and adding a barrel section to 2 other manholes. The contractor will be responsible to remove asphalt, excavate, repair, backfill and replace asphalt on each excavation.
- Formal bids were issued, and a bid opening took place on July 24, 2007. A total of eight contractors bid on this project.
- Funds were budgeted for this expenditure in the 2007 Utility Fund - Capital Improvement Projects Budget – PACP Sewer Lines Rehabilitation account, and this project is within the budgeted amount.
- The lowest responsible bid was received from Levi Contractors, Inc. This contractor has successfully completed utilities projects for the City of Westminster in the past, and has provided a high quality of work.

Expenditure Required: \$217,910

Source of Funds: Utility Fund – 2007 Wastewater Collection System Improvement Projects

Policy Issue

Should the City utilize Utility Fund monies to complete the needed wastewater collection system improvements and repairs utilizing a contractor to perform this work as specified in the contract documents?

Alternative

Delay this sanitary sewer line repairs project and continue with additional maintenance costs and assume responsibility for any damages that may occur due to a line failure. This alternative is not recommended.

Background Information

The 2007 Wastewater Collection System Improvement Project includes the open cut excavation of 29 sanitary sewer mains that have been found to have either significant holes, bellies, or cracks/fractures in the pipe, 3 manhole installations, and adding a barrel section to 2 other manholes. The contractor will be responsible to remove asphalt, excavate, repair, backfill and replace asphalt on each excavation. These point repairs were identified as a priority through the annual wastewater collection system maintenance program that includes the televised inspection and condition rating of sanitary sewer lines throughout the city. The point repair project is expected to start in late August, and should be completed by November. The defects in these lines are so severe that trenchless lining alone will not provide a suitable repair. Most of these lines will be scheduled for lining work after the required point repair has been completed.

The 2007 Wastewater Collection System Improvement Project was advertised on Demand Star and in the Daily Journal with a mandatory pre-bid meeting on July 17, 2007. Eight bids were received and read at the public bid opening on July 24. Levi Contractors, Inc. was the apparent low responsible bidder. The City has utilized the services of Levi Contractors, Inc. in past years for similar sewer line projects and has been satisfied with their work.

<u>Bidder</u>	<u>Bid Amount</u>
Levi Contractors, Inc	\$198,100
Quality Pipe Services	\$237,740
Belair Excavating	\$237,759
T. Lowell Construction, Inc.	\$249,000
Farner Enterprises, Inc.	\$297,630
Tierdael Construction Co.	\$393,000
BT Construction, Inc.	\$398,400
American West Construction, Inc.	\$580,600

This project helps achieve the City Council’s Strategic Plan Goals of, “Financially Sustainable City Government, Safe and Secure Community and Vibrant Neighborhoods and Commercial Areas” by meeting the following objectives:

- Well-maintained City infrastructure and facilities
- Citizens are safe anywhere in the City
- Maintain and improve neighborhood infrastructure and housing

Respectfully submitted,

J. Brent McFall
City Manager



**WESTMINSTER
COLORADO**

Agenda Memorandum

City Council Meeting
August 13, 2007



SUBJECT: Adjustment to Approved Purchase Price for the Acquisition of Real Property and Facilities Located at 128th Avenue and Huron Street

Prepared By: Heather Cronenberg, Open Space Coordinator

Recommended City Council Action

Approve an expense to the Open Space Fund of \$1,456.70 over the previously approved amount for the purchase of the Tanglewood Creek Open Space property.

Summary Statement

- On June 18, 2007, City Council authorized the City Manager to execute an Intergovernmental Agreement between the City of Westminster and Adams 12 Five Star Schools for acquisition and development of real property and facilities located at 128th Avenue and Huron Street and authorized the City Manager to execute a Purchase and Sale agreement with Adams 12 Five Star Schools to purchase up to 29.125 acres for open space and 2.167 acres for right-of-way at the southwest corner of I-25 and 128th Avenue for a total of 31.292 acres.
- This authorization approved a total of \$848,347.07 for the purchase of the Tanglewood Creek Open Space property and right-of-way from Adams 12 Five Star Schools.
- The City purchased this open space property on July 31, 2007 for a total of \$849,739.67.
- Approval is required for the additional \$1,456.70, which was as a result of higher than anticipated closing costs and a slightly lower grant from Adams County Open Space.

Expenditure Required: \$1,456.70

Source of Funds: City of Westminster Open Space Fund

Policy Issue

Should the City approve payment from the Open Space Fund of \$1,456.70 over the original amount approved by City Council to purchase the Tanglewood Creek Open Space?

Alternative

Since the City has already closed on the Tanglewood Creek open space property, Staff does not believe there are any viable alternatives.

Background Information

The City Council authorization to purchase the Tanglewood Creek Open Space approved the following source of funds for the open space purchase:

City of Westminster Open Space Fund	\$438,371.10 (not to exceed amount)
Adams County Open Space Grant	\$356,871.10
128 th Avenue and Delaware Street right-of-way	\$53,104.87
TOTAL	\$848,347.07

On July 31, 2007, the City of Westminster purchased 29.12 acres of open space and 2.167 acres of right-of-way for a total of 31.287 acres from Adams 12 Five Star Schools. The total cost for this purchase was \$849,739.67.

The City of Westminster Open Space Fund amount included \$81,500 in closing costs to be paid by the City. The actual closing costs totaled \$82,892.60 with a difference of \$1,392.60.

The amount that was approved to be paid by the Adams County Open Space Grant was \$356,871.10. The actual amount that was paid by the Grant was \$356,807.00 with a difference of \$64.10.

Respectfully submitted,

J. Brent McFall
City Manager



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
August 13, 2007



SUBJECT: Intergovernmental Agreement with the Urban Drainage and Flood Control District for Middle Branch of Hylands Creek Channel Construction

Prepared By: David W. Loseman, Senior Projects Engineer

Recommended City Council Action

Authorize the City Manager to sign an Intergovernmental Agreement (IGA) with the Urban Drainage and Flood Control District (UDFCD) relating to the construction of improvements to the Middle Branch of Hylands Creek in conjunction with the 104th Avenue and Sheridan Boulevard intersection improvement project that is currently under construction.

Summary Statement

- As part of the construction of the 104th Avenue and Sheridan Boulevard intersection improvement project, approximately 1,000 feet of the Middle Branch of Hylands Creek will be reconstructed along the south side of 104th Avenue. This reconstruction is necessary to repair the severely degraded channel and prevent the potential failure of 104th Avenue in the future.
- In 2003, City staff asked the District to consider a proposal that calls for the UDFCD to pay for a share of the costs of improving this channel. District staff verbally agreed to provide \$300,000 in 2007 towards the cost of the project.
- Under the terms of the IGA, the City will manage the project and invoice the UDFCD for its share of the project costs. The approval of this IGA will allow the City to immediately recover these costs since construction is currently underway.

Expenditure Required: \$ 0

Source of Funds: N/A

Policy Issue

Should the City enter into an IGA with the Urban Drainage and Flood Control District for the construction of the Middle Branch of Hylands Creek as part of the 104th Avenue and Sheridan Boulevard project?

Alternative

Council could choose not to execute this IGA at this time. Staff does not recommend this alternative because the execution of this IGA is necessary to receive the \$300,000 that the District has agreed to contribute towards the project costs. Construction is already underway, and the City is providing the entire project funding until reimbursement is made by the UDFCD.

Background Information

The subject of this Agenda Memorandum is the approval of an IGA with the UDFCD for construction funding from the District in the amount of \$300,000 for the reconstruction of the Middle Branch of Hylands Creek from Sheridan Boulevard to a point approximately 1,000 feet downstream. Staff approached the UDFCD with a funding request in 2003 and was given a verbal commitment at that time that the District would contribute \$250,000 towards the project. In 2006, the District increased its commitment to \$300,000 and requested that the City “front” the costs with later reimbursement from the UDFCD. The attached IGA must be approved by City Council before the District will make this reimbursement. The project costs relating to the drainage improvements alone are over \$1,000,000, so this \$300,000 from the District greatly helps to reduce the expenditure of City funds for drainage purposes.

City Staff is very appreciative of the offer from the District to participate in this worthy project, and it is recommended that the City Council approve the IGA to allow the immediate reimbursement of the funds from the UDFCD.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment - Agreement

AGREEMENT REGARDING
CONSTRUCTION OF MAINTENANCE IMPROVEMENTS
TO THE MIDDLE BRANCH OF HYLANDS CREEK
SOUTHWEST OF 104TH AVENUE AND SHERIDAN BOULEVARD

Agreement No. 07-06.01

THIS AGREEMENT, made this _____ day of _____, 2007, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT") and THE CITY OF WESTMINSTER (hereinafter called "WESTMINSTER") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, the Colorado General Assembly in 1979 and 1983 amended 32-11-217(1)(C), Colorado Revised Statutes 1973 to authorize DISTRICT to levy up to four-tenth (.4) mill for the maintenance and preservation of floodways and floodplains within DISTRICT; and

WHEREAS, 32-11-203, Colorado Revised Statutes 1973, as amended in 1979 and 1983, further authorizes DISTRICT's Board of Directors to institute a systematic and uniform program of preventive maintenance for such floodways and floodplains within DISTRICT; and

WHEREAS, DISTRICT's Board of Directors, pursuant to such authorization, adopted a budget for 2007 (Resolution No. 72, Series of 2006, amended by Resolution No. 32, Series of 2007) which includes funds for preventive maintenance of drainage and flood control facilities within DISTRICT; and

WHEREAS, DISTRICT's Board of Directors reviewed and authorized expenditures for the 2007 Maintenance Work Program (Resolution No. 4, Series of 2007); and

WHEREAS, DISTRICT's Board of Directors authorized the Executive Director to contract for those services necessary to implement the 2007 Maintenance Work Program (Resolution No. 4, Series of 2007); and

WHEREAS, DISTRICT's Board of Directors adopted a policy that sets forth DISTRICT policy regarding the maintenance of drainage and flood control facilities within DISTRICT (Resolution No. 41, Series of 1978); and

WHEREAS, WESTMINSTER requested DISTRICT maintenance funds and DISTRICT included in the 2007 Maintenance Work Program a work item to participate in the design and construction of maintenance improvements; and

WHEREAS, PARTIES desire to proceed with construction of maintenance improvements to the Middle Branch of Hylands Creek (hereinafter called "PROJECT").

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

1. SCOPE OF AGREEMENT

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

2. SCOPE OF PROJECT

PROJECT shall include construction by WESTMINSTER of the drainage and flood control improvements to the Middle Branch of Hylands Creek southwest of 104th Avenue and Sheridan Boulevard, as set forth in the final design including vegetation establishment. Drainage and flood control improvements are a part of the larger project by WESTMINSTER which includes transportation improvements to 104th Avenue. PROJECT limits are as shown on Exhibit A.

3. PUBLIC NECESSITY

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

4. PROJECT COSTS AND ALLOCATION OF COSTS

A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following:

- 1. Construction of the drainage and flood control portion of the improvements;
- 2. Contingencies mutually agreeable to PARTIES.

B. It is understood that total PROJECT costs as defined above are not to exceed \$600,000 without amendment to this Agreement.

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

C. Based on the drainage and flood control construction PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	<u>Percentage Share</u>	<u>Maximum Contribution</u>
DISTRICT	25%	\$ 300,000
WESTMINSTER	75%	900,000
TOTAL	100%	\$1,200,000

5. MANAGEMENT OF FINANCES

Within thirty days of billing by WESTMINSTER, DISTRICT shall remit to WESTMINSTER \$300,000. If a special fund is established by WESTMINSTER whereby interest is accrued on this money for PROJECT, using such interest for PROJECT shall not require an amendment to this Agreement.

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

6. FINAL DESIGN

The design of PROJECT has been provided by WESTMINSTER.

7. OWNERSHIP OF PROPERTY AND LIMITATION OF USE

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

8. MANAGEMENT OF CONSTRUCTION

- A. Costs. Construction costs shall consist of those costs as incurred by the lowest acceptable bidder(s) including detour costs, licenses and permits, utility relocations, and construction related engineering services as defined in Paragraph 4 of this Agreement.
- B. Construction Management and Payment
1. WESTMINSTER, with the assistance of DISTRICT, shall administer and coordinate the construction-related work as provided herein.
 2. WESTMINSTER, with assistance of DISTRICT, shall advertise for construction bids; conduct a bid opening; prepare construction contract documents; and award construction contract(s).
 3. WESTMINSTER shall require the contractor to provide adequate liability insurance that includes DISTRICT. The contractor shall be required to indemnify DISTRICT. Copies of the insurance coverage shall be provided to DISTRICT.
 4. WESTMINSTER, with assistance of DISTRICT, shall coordinate field surveying; staking; inspection; testing; acquisition of right-of-way; and engineering as required to construct PROJECT. WESTMINSTER, with assistance of DISTRICT, shall assure that construction is performed in accordance with the construction contract documents including approved plans and specifications and shall accurately record the quantities and costs relative thereto. Copies of all inspection reports shall be

furnished to DISTRICT as requested. WESTMINSTER shall retain an engineer to perform all or a part of these duties.

5. WESTMINSTER, with approval of DISTRICT, shall contract with and provide the services of the design engineer for basic engineering construction services to include addendum preparation; survey control points; explanatory sketches; revisions of contract plans; shop drawing review; as-built plans; weekly inspection of work; and final inspection.
 6. PARTIES shall have access to the site during construction at all times to observe the progress of work and conformance to construction contract documents including plans and specifications.
 7. WESTMINSTER shall review and approve contractor billings and prepare partial and final payments. WESTMINSTER shall remit payment to contractor based on approved billings.
 8. WESTMINSTER, with assistance and approval by DISTRICT, shall prepare and issue all written change orders to the contract documents.
 9. PARTIES shall jointly conduct a final inspection and accept or reject the completed PROJECT in accordance with the contract documents.
 10. WESTMINSTER shall provide DISTRICT a set of reproducible "as-built" plans.
- C. Construction Change Orders. In the event that it becomes necessary and advisable to change the scope or detail of the work to be performed under the contract(s), such changes shall be rejected or approved by WESTMINSTER with assistance and approval by DISTRICT. No change orders shall be approved that increase the costs beyond the funds available in the PROJECT fund, including interest earned on those funds, unless and until the additional funds needed to pay for the added costs are committed by PARTIES.

9. MAINTENANCE

PARTIES agree that WESTMINSTER shall own and be responsible for maintenance of the completed and accepted PROJECT. PARTIES further agree that DISTRICT, at WESTMINSTER's request, shall assist WESTMINSTER with the maintenance of all facilities constructed or modified by virtue of this Agreement to the extent possible depending on availability of DISTRICT funds. Such maintenance assistance shall be limited to drainage and flood control features of PROJECT. Maintenance assistance may include activities such as keeping flow areas free and clear of debris and silt, keeping culverts free of debris and sediment, repairing drainage and flood control structures such as drop structures and energy dissipaters, and clean-up measures after periods of heavy runoff. The specific nature of the maintenance assistance shall be set forth in a memorandum of understanding from DISTRICT to WESTMINSTER, upon acceptance of DISTRICT's annual Maintenance Work Program.

DISTRICT shall have right-of-access to right-of-way and storm drainage improvements at all times for observation of flood control facility conditions and for maintenance when funds are available.

10. Not used

11. TERM OF AGREEMENT

The term of this Agreement shall commence upon final execution by all PARTIES and shall terminate three (3) years after the final payment is made to the construction contractor and the final accounting of funds on deposit at WESTMINSTER is provided to all PARTIES pursuant to Paragraph 5 herein, except for Paragraph 7. OWNERSHIP OF PROPERTY AND LIMITATION OF USE, and Paragraph 9. MAINTENANCE, which shall run in perpetuity.

12. LIABILITY

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

13. CONTRACTING OFFICERS AND NOTICES

- A. The contracting officer for WESTMINSTER shall be the City Manager, 4800 West 92nd Avenue, Westminster, Colorado 80030.
- B. The contracting officer for DISTRICT shall be the Executive Director, 2480 West 26th Avenue, Suite 156B, Denver, Colorado 80211.
- C. Any notices, demands or other communications required or permitted to be given by any provision of this Agreement shall be given in writing, delivered personally or sent by registered mail, postage prepaid and return receipt requested, addressed to PARTIES at the addresses set forth above or at such other address as either party may hereafter or from time to time designate by written notice to the other party given when personally delivered or mailed, and shall be considered received in the earlier of either the day on which such notice is actually received by the party to whom it is addressed or the third day after such notice is mailed.
- D. The contracting officers for PARTIES each agree to designate and assign a PROJECT representative to act on the behalf of said PARTIES in all matters related to PROJECT undertaken pursuant to this Agreement. Each representative shall coordinate all PROJECT-related issues between PARTIES, shall attend all progress meetings, and shall be responsible for providing all available PROJECT-related file information to the engineer upon request by DISTRICT or WESTMINSTER. Said representatives shall have the authority for all approvals, authorizations, notices or concurrences required under this Agreement or any amendments or addenda to this Agreement.

14. AMENDMENTS

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

15. SEVERABILITY

If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or

unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

16. APPLICABLE LAWS

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

17. ASSIGNABILITY

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

18. BINDING EFFECT

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

19. ENFORCEABILITY

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

20. TERMINATION OF AGREEMENT

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

21. EMPLOYMENT STATUS

This Agreement shall not change the employment status of any employees of PARTIES. No party shall have the right to control or direct the activities of any employees of another related to this Agreement.

22. PUBLIC RELATIONS

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

23. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, PARTIES agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified because of race, color, ancestry, creed, religion, national origin, gender,

age, military status, sexual orientation, marital status, or physical or mental disability and further agree to insert the foregoing provision in all subcontracts hereunder.

24. APPROPRIATIONS

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

25. NO THIRD PARTY BENEFICIARIES

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

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

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT

(SEAL)

By _____

ATTEST:

Title Executive Director

Date _____

CITY OF WESTMINSTER

(SEAL)

By _____

ATTEST:

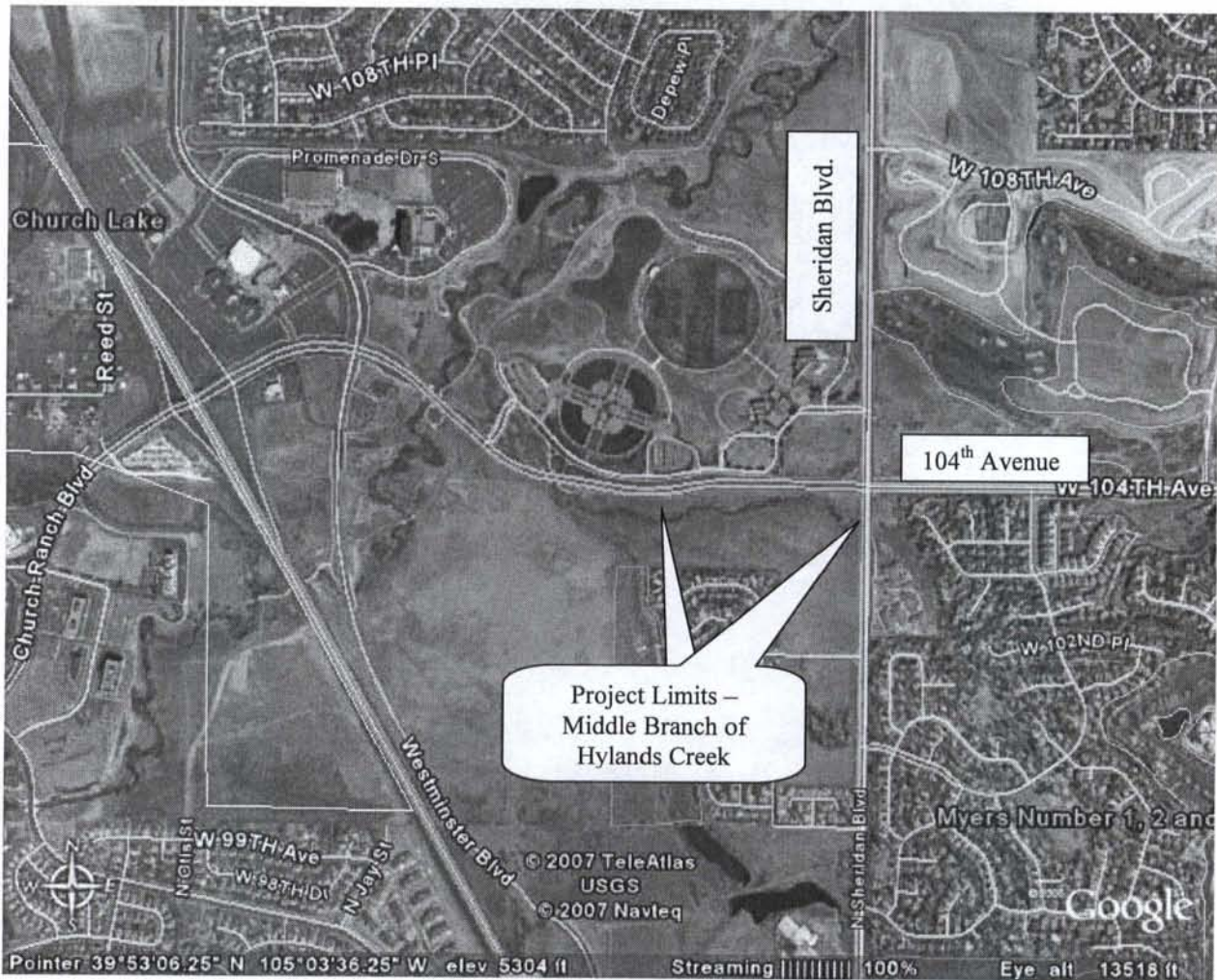
Title _____

Date _____

AGREEMENT REGARDING
CONSTRUCTION OF MAINTENANCE IMPROVEMENTS
TO THE MIDDLE BRANCH OF HYLANDS CREEK
SOUTHWEST OF 104TH AVENUE AND SHERIDAN BOULEVARD

Agreement No. 07-06.01

Exhibit A





WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
August 13, 2007



SUBJECT: Amended Intergovernmental Agreement with the Urban Drainage and Flood Control District for Cozy Corner Tributary No. 5 Channel Design and Construction

Prepared By: David W. Loseman, Senior Projects Engineer

Recommended City Council Action

1. Authorize the City Manager to execute an amendment to the existing Intergovernmental Agreement (IGA) with the Urban Drainage and Flood Control District (UDFCD) relating to the design and construction of Cozy Corner Tributary No. 5 Channel from Sheridan Boulevard, east and under newly constructed Wolff Street across the north side of City open space and downstream to Big Dry Creek.
2. Authorize the expenditure of an additional \$250,000 for a total expenditure of \$600,000 for the City's share of the cost for the design and construction of this project and charge the expense to the Utility Fund – Storm Water Utility Account.

Summary Statement

- As part of the construction of the Wolff Street project, which was completed in May 2006, a box culvert crossing was constructed to convey flows in Cozy Corner Tributary No. 5 drainage way under the new street. The Cozy Corner Tributary No. 5 is the drainage channel that runs in the east-west direction along the south side of the Weatherstone Subdivision at the approximate West 116th Avenue alignment. The slope of the channel in this stretch is very flat that allows the growth of cattails that impede the flow of water. In order to provide a steeper slope for the channel that will discourage future cattail growth, the box culvert was set at an elevation that is temporarily lower than the downstream existing channel. The proposed design would provide improvements downstream of the box culvert so proper draining of the culvert can occur. Several alternatives were explored during the preliminary design process to drain this culvert with the intent to minimize or avoid any damage to the City's open space property in this area. The Urban Drainage and Flood Control District approached staff with a proposal that calls for the UDFCD and the City to share the costs of improving this channel. The total project cost is expected to be approximately \$ 850,000. The UDFCD has agreed to pay \$250,000 towards the cost of this project, which makes the City's total contribution \$600,000. The original IGA that was approved by Council on May 8, 2006 approved \$350,000 of the City's contribution. This original IGA has provisions for amending the document in the future to adjust the total project budget when the UDFCD construction funds become available in 2007. The purpose of this item is to request that Council authorize the additional \$250,000 of the City's total \$600,000 contribution and formalize this agreement by amending the original IGA.
- \$150,000 of the additional funds were approved by Council as part of the 2007/ 2008 adopted budget, and the additional \$100,000 was approved by the appropriation of FY 2006 carryover funds into FY 2007 approved on second reading by Council on July 9, 2007.

Expenditure Required: \$250,000

Source of Funds: Utility Fund – Storm Water Capital Improvement

Policy Issue

Should the City enter into an amended IGA with the Urban Drainage and Flood Control District to design and construct improvements to the Cozy Corner Tributary No. 5 Channel along the north side of City open space from the existing crossing of Wolff Street east to Big Dry Creek?

Alternative

Council could choose not to execute this amendment at this time. Staff does not recommend this alternative because improvements to this stretch of channel will provide benefits to several residents who live adjacent to the channel upstream of Wolff Street. In addition, the UDFCD is willing to fund \$250,000 towards the cost of this project. If Council chooses not to approve this amended IGA, these funds from the District may not be available in the future.

Background Information

The subject of this Agenda Memorandum is the design and construction of the reach of Cozy Corner Tributary No. 5 Channel from Sheridan Boulevard east under the recently constructed Wolff Street, through a pond located at the northeast corner of the West 116th Avenue alignment and Wolff Street and approximately 350 feet downstream into the existing channel. The reconstruction includes lowering the pond approximately three feet and providing a wetland landscaped edge to improve the water quality benefits and aesthetics of the pond. The shape of the pond will also be altered allowing a more natural look to be consistent with the surrounding open space area.

On February 28, 2007, Staff and ASCG, Inc, the design firm for the project, presented the plan at a public meeting attended by 11 citizens and Councillor Scott Major. The attendees were generally happy with the proposed plan and only suggested minor changes regarding the location of some proposed trees. These concerns are being addressed during the final plan preparation.

The UDFCD proposal is to construct this channel in 2007. The original IGA included the provision that the UDFCD would pay for the \$50,000 design cost of this project and the City's portion of the project costs would be \$350,000. The proposed amended IGA includes provisions for the City to pay an additional \$250,000 towards the project (total share of \$600,000) while also committing the UDFCD's share of \$250,000.

City Staff is very appreciative of the offer from the UDFCD to participate in this worthy project, and it is recommended that the City Council approve the amended IGA to allow the project to proceed to construction in late 2007.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment - Map Exhibit
- Agreement

AGREEMENT REGARDING
CONSTRUCTION OF DRAINAGE
AND FLOOD CONTROL IMPROVEMENTS FOR
COZY CORNER BASIN TRIBUTARY 5 TO BIG DRY CREEK,
CITY OF WESTMINSTER

Agreement No. 06-03.04

Exhibit A



AMENDMENT TO
 AGREEMENT REGARDING
 FINAL DESIGN, RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION
 OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
 COZY CORNER BASIN TRIBUTARY 5 TO BIG DRY CREEK,
 CITY OF WESTMINSTER

Agreement No. 06-03.04A

THIS AGREEMENT, made this _____ day of _____, 2007, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT") and CITY OF WESTMINSTER (hereinafter called "CITY") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Final Design, Right-of-Way Acquisition and Construction of Drainage and Flood Control Improvements for Cozy Corner Basin Tributary 5 to Big Dry Creek, City of Westminster" (Agreement No. 06-03.04) dated June 5, 2006; and

WHEREAS, PARTIES now desire to construct improvements; and

WHEREAS, PARTIES desire to increase the level of funding by \$500,000; and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. __, Series of 2007); and

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

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

1. Paragraph 4. PROJECT COSTS AND ALLOCATION OF COSTS is deleted and replaced as follows:

4. PROJECT COSTS AND ALLOCATION OF COSTS

A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following:

1. Construction of improvements;
2. Contingencies mutually agreeable to PARTIES.

B. It is understood that PROJECT costs as defined above are not to exceed \$850,000 without amendment to this Agreement. PROJECT costs for the various elements of the effort are estimated as follows:

<u>ITEM</u>	<u>AMOUNT</u>
1. Construction	\$800,000
2. Contingency	50,000
Grand Total	\$850,000

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

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

	<u>Percentage Share</u>	<u>Maximum Contribution</u>	<u>Previously Contributed</u>
DISTRICT	29%	\$250,000	\$ -0-
CITY	71%	600,000	350,000
TOTAL	100%	\$850,000	\$350,000

2. Paragraph 5. MANAGEMENT OF FINANCES is deleted and replaced as follows:

5. MANAGEMENT OF FINANCES

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

Payment of each party's full share (CITY - \$600,000; DISTRICT - \$250,000_) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to CITY of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

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

3. All other terms and conditions of Agreement No. 06-03.04 shall remain in full force and effect.

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

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT

(SEAL)

By _____

ATTEST:

Title Executive Director

Date _____

CITY OF WESTMINSTER

(SEAL)

By _____

ATTEST:

J. Brent McFall, City Manager

Date _____

Linda Yeager, City Clerk

APPROVED AS TO FORM:

Marty McCullough, City Attorney



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
August 13, 2007



SUBJECT: Second Reading of Councillor’s Bill No. 43 re Amendments to Titles III, IV, and V of the Westminster Municipal Code Concerning Tax Administration

Prepared By: Barb Dolan, Sales Tax Manager
Josh Pens, Tax Audit Supervisor
James MacDonald, Tax Auditor

Recommended City Council Action

Pass Councillor’s Bill No. 43 on second reading amending Titles III, IV, and V of the Westminster Municipal Code (“W.M.C.”) concerning tax administration.

Summary Statement

- This Councillor’s Bill was passed on first reading on July 23, 2007.
- Colorado has a unique, home-rule tax system not found in most other states. Due to the complex nature of self-collected home-rule cities, coupled with their evolving and shared boundaries, frustration is frequently expressed by the business community about how to determine, with any level of precision, in which taxing jurisdiction a delivery is made.
- The City’s current Code offers no protection to retailers who rely upon certain electronic databases for the collection of sales tax. Adopting the hold harmless provision in the attached Councillor’s Bill will protect the retailer from the assessment of tax, penalty, and interest that would otherwise be due based solely on an error in the State-certified electronic database, upon the demonstration by the retailer that it used the most current information available at the time of the sale.
- Staff conducted a review of the current tax code and identified other changes to Titles III, IV and V that will allow for the more effective and efficient administration of the City’s tax program, along with those updates necessary subsequent to the passing of Ballot Issue 2A extending collection of the 0.25 percent open-space, parks, recreation, and trails sales and use tax through 2032.
- Staff’s recommendations are based on: 1) the amendments provide retailers with a reasonable and limited liability process for the collection of the City’s sales tax through the use of a comprehensive, state-certified address locator database; 2) the amendments will implement the most recent voter-approved sales and use tax increases; and 3) the amendments establish a more legally consistent and defensible ordinance.
- These changes support the goals of a Financially Sustainable City and Balanced, Sustainable Local Economy.

Expenditure Required: \$ 0

Source of Funds: N/A

Respectfully submitted,

J. Brent McFall, City Manager
Attachment

BY AUTHORITY

ORDINANCE NO. **3371**

COUNCILLOR'S BILL NO. **43**

SERIES OF 2007

INTRODUCED BY COUNCILLORS
Price - Kaiser

**A BILL
FOR AN ORDINANCE AMENDING TITLES III, IV AND V OF THE WESTMINSTER
MUNICIPAL CODE CONCERNING TAX ADMINISTRATION**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. Section 3-6-4, W.M.C., is hereby DELETED IN ITS ENTIRETY AND THE INDEX AMENDED ACCORDINGLY:

CHAPTER 6

DEPARTMENT OF FINANCE

3-6-1: DEPARTMENT CREATED

3-6-2: APPOINTMENT OF DIRECTOR OF FINANCE

3-6-3: DUTIES OF THE DIRECTOR OF FINANCE

~~3-6-4: SALES TAX ENFORCEMENT OFFICER~~

3-6-4: SALES TAX ENFORCEMENT OFFICER:

~~(A) There is hereby created the position of Sales Tax Enforcement Officer.~~

~~(B) It shall be the duty of the Sales Tax Enforcement Officer to enforce Title IV, Chapters 1, 5, 6, and 8, of Title V and Sections 5-9-1 and 5-9-3 of this Code.~~

~~(C) The Sales Tax Enforcement Officer shall be deemed a peace officer for the limited purpose of enforcing the provisions delineated in Subsection (B) of this Section and shall have the power to issue complaints and summonses for violations of those provisions pursuant to Rule 206, Municipal Court Rules of Procedures, and Section 1-22-18 of this Code.~~

~~(D) The Sales Tax Enforcement Officer shall not be deemed to be a sworn member of the Police Department pursuant to Section 3-1-4.~~

Section 2. Section 4-1-1, subsections (H) through (S), W.M.C., are hereby AMENDED as follows:

4-1-1: DEFINITIONS WORDS AND PHRASES DEFINED:

(H) **"Occupation Taxes"** MEANS THE TAXES LEVIED BY CHAPTER 5 AND CHAPTER 7 OF THIS TITLE.

~~(H)~~(I) **"Person"** means any individual, firm, partnership, joint venture, corporation, estate or trust, receiver, trustee, assignee, lessee or any person acting in a fiduciary or representative capacity, whether appointed by court or otherwise or any group or combination acting as a unit.

~~(J)~~(J) **"Price"** for purposes of this Chapter shall include any definition of "price" included in other Chapters of this Title.

~~(K)~~(K) **"Purchase" or "Sale"** for purposes of this Chapter, shall include any definition of "purchase" or "sale" included in other Chapters of this Title.

~~(L)~~(L) **"Retailer"** for purposes of this Chapter, shall include any definition of "retailer", "operator" or "vendor" included in other Chapters of this Title.

~~(M)~~(M) **"Return"** for purposes of this Chapter shall include any definition of "return" included in other Chapters of this Title MEANS ANY FORM PRESCRIBED BY THE FINANCE DIRECTOR FOR COMPUTING AND REPORTING A TOTAL TAX LIABILITY.

~~(N)~~(N) **"Tax"** for purposes of this Chapter shall include any definition of "tax" included in other Chapters in this Title.

~~(O)~~(O) **"Tax Deficiency"** means any amount of tax that is not reported or not paid on or before the due date.

~~(P)~~ (P) "**Taxable Sales**" means gross sales less any exemptions and deductions specified in this Title.

~~(Q)~~ (Q) "**Taxable Services**" means services subject to the tax pursuant to this Title.

~~(R)~~ (R) "**Taxpayer**" for the purposes of this title, means any person obligated to pay, collect or remit tax under the terms of this Title.

~~(S)~~ (S) "**Tax Policy**" means, for the purposes of Colorado Constitution Article X, Section 20, the provisions of this title that govern the persons upon whom the City's tax is imposed and the transactions to which the City's tax applies, including tax exemptions and tax deductions, but excluding any provisions concerning fees, interest changes, or penalties related to the administration and enforcement of said tax policy.

~~(T)~~ (T) "**Total Tax Liability**" means the total of all tax, penalties or interest owed by a taxpayer and shall include sales tax collected in excess of such tax computed on total sales.

Section 3. Section 4-1-2, W.M.C., is hereby amended BY THE ADDITION OF A NEW SUBSECTION (C) to read as follows:

4-1-2: EXEMPTION; BURDEN OF PROOF:

(C) THE BURDEN OF PROVING THAT ANY TAXPAYER IS EXEMPT FROM REMITTING THE OCCUPATION TAXES SHALL BE ON THE TAXPAYER UNDER SUCH REASONABLE REQUIREMENTS OF PROOF AS THE FINANCE DIRECTOR MAY PRESCRIBE.

Section 4. Section 4-1-3, subsection (C), W.M.C., is hereby AMENDED to read as follows:

4-1-3: DEDUCTIONS AND CREDITS:

(C) Collection Fee. For each reporting period, ~~the City shall pay a retailer~~ EVERY RETAILER SHALL BE ENTITLED TO a collection and remittance fee equal to the lesser of ONE HUNDRED DOLLARS (\$100) or two and one-half percent (2 1/2%) of the sum of the tax computed and any excess tax collected. A retailer ~~may~~ SHALL apply this fee as an offset against the amount of tax due to the City at the time of remittance. Such fee shall be forfeited for any tax that is not reported and paid by the due date. FAILURE TO APPLY THIS FEE AS AN OFFSET AGAINST THE AMOUNT OF TAX DUE AT THE TIME OF REMITTANCE SHALL RESULT IN FORFEITURE OF THE COLLECTION FEE. ~~Forfeiture of the fee shall be prima facie evidence that the retailer was in violation of this Title. This paragraph shall not apply to use tax.~~

Section 5. Section 4-1-5, W.M.C., is hereby amended BY THE ADDITION OF A NEW SUBSECTION (E) to read as follows:

4-1-5: RETAILER RESPONSIBLE FOR COLLECTION AND PAYMENT OF TAX:

(E) USE OF ELECTRONIC LOCATION DATABASE; RETAILER HELD HARMLESS:

1. ANY RETAILER RESPONSIBLE FOR THE COLLECTION AND PAYMENT OF TAX UNDER THIS TITLE MAY USE AN ELECTRONIC DATABASE OF STATE ADDRESSES THAT IS CERTIFIED BY THE STATE DEPARTMENT OF REVENUE PURSUANT TO § 39-26-105.3, C.R.S., TO DETERMINE THE JURISDICTIONS TO WHICH TAX IS OWED.
2. ANY RETAILER THAT USES THE DATA CONTAINED IN AN ELECTRONIC DATABASE CERTIFIED BY THE STATE DEPARTMENT OF REVENUE PURSUANT TO § 39-26-105.3 C.R.S., TO DETERMINE THE JURISDICTIONS TO WHICH TAX IS OWED SHALL BE HELD HARMLESS FOR ANY TAX, PENALTY, OR INTEREST OWED TO THE CITY THAT OTHERWISE WOULD BE DUE SOLELY AS A RESULT OF AN ERROR IN THE ELECTRONIC DATABASE PROVIDED THAT THE RETAILER DEMONSTRATES THAT IT USED THE MOST CURRENT INFORMATION AVAILABLE IN SUCH ELECTRONIC DATABASE ON THE DATE THAT THE SALE OCCURRED. EACH RETAILER SHALL KEEP AND PRESERVE SUCH RECORDS AS PRESCRIBED BY THE FINANCE DIRECTOR TO DEMONSTRATE THAT IT USED THE MOST CURRENT INFORMATION AVAILABLE IN THE ELECTRONIC DATABASE ON THE DATE THAT THE SALE OCCURRED. NOTWITHSTANDING THE ABOVE, IF THE ERROR IN COLLECTING AND REMITTING IS A RESULT OF A DECEPTIVE REPRESENTATION, A FALSE REPRESENTATION, OR FRAUD, THE PROVISIONS OF THIS SUBSECTION SHALL NOT APPLY.
3. THE PROVISIONS OF THIS SUBSECTION SHALL NOT APPLY TO USE TAX.

Section 6. Section 4-1-7, W.M.C., is hereby AMENDED to read as follows:

4-1-7: FILING RETURNS; DUE DATE:

(A) EXCEPT AS PROVIDED IN THIS SECTION, every taxpayer shall file a return, whether or not tax is due, and remit any tax due to the City on or before the twentieth day following the end of the reporting period. RETURNS OF THE TAXPAYER SHALL CONTAIN SUCH INFORMATION AND BE MADE

IN SUCH MANNER AND UPON SUCH FORMS AS THE FINANCE DIRECTOR MAY PRESCRIBE. THE SIGNATURE OF THE TAXPAYER OR DULY AUTHORIZED AGENT SHALL APPEAR ON ALL RETURNS. A VALID DIGITAL SIGNATURE OR THE EQUIVALENT THEREOF, ON A FILED RETURN TRANSMITTED ELECTRONICALLY OVER THE INTERNET OR SIMILAR MEANS, OR A SIGNATURE ON A RETURN SENT VIA FACSIMILE OR OTHER FORM ACCEPTABLE TO THE FINANCE DIRECTOR, IS ACCEPTED AND HELD AS A WRITTEN SIGNATURE.

(B) EVERY TAXPAYER REQUIRED TO REPORT AND REMIT OCCUPATION TAXES SHALL FILE A RETURN AND REMIT ANY TAX DUE PURSUANT TO THE APPLICABLE PROVISIONS OF CHAPTER 5 AND CHAPTER 7 OF THIS TITLE.

(C) EVERY PERSON WHO USES CONSTRUCTION EQUIPMENT IN THE CITY SHALL FILE A CONSTRUCTION EQUIPMENT DECLARATION AND REMIT ANY TAX DUE TO THE CITY ON OR BEFORE THE DATE THE CONSTRUCTION EQUIPMENT IS LOCATED IN THE CITY.

(D) EVERY PERSON WHO PAYS AN ESTIMATED PREPAYMENT OF USE TAX AT THE TIME A BUILDING PERMIT IS ISSUED SHALL FILE A RETURN AND REMIT ANY USE TAX DUE IN EXCESS OF THE AMOUNT PREPAID ON OR BEFORE THE THIRTIETH (30TH) DAY FOLLOWING THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY. A RETURN SHALL NOT BE REQUIRED IF NO ADDITIONAL USE TAX IS DUE.

~~(B)~~ (E) A retailer engaged in business in the City at two or more locations, whether inside or outside the City, who collects tax, may file one return for all such locations, when accompanied by a supplemental schedule showing the gross sales and net taxable sales for each location.

~~(C)~~ (F) Any consumer reporting use tax due from two or more locations may file one return for all such locations.

~~(D)~~ (G) For good cause shown in a written request of a taxpayer, the Finance Director may extend the time for making returns and paying or remitting tax due.

~~(E)~~ (H) No person shall make any false statement in connection with a return.

Section 7. Section 4-1-8, subsections (A) and (B), W.M.C., are hereby AMENDED to read as follows:

4-1-8: REPORTING PERIODS:

(A) Unless otherwise required or approved, taxpayers must file returns and pay tax as follows:

1. A taxpayer whose monthly tax due is less than ten dollars (\$10) may file returns and remit tax annually, ~~semi-annually~~, quarterly or monthly;
2. ~~A taxpayer whose monthly tax due is less than twenty dollars (\$20) may file returns and remit tax semi-annually, quarterly or monthly;~~
3. 2. A taxpayer whose monthly tax due is less than forty dollars (\$40) may file returns and remit tax quarterly or monthly; or
4. 3. A taxpayer whose monthly tax due is forty dollars (\$40) or more shall file returns and remit tax monthly.

(B) The reporting period for an initial use tax return shall ~~be~~ INCLUDE ALL TRANSACTIONS UP TO AND INCLUDING THE LAST DAY PRIOR TO THE FIRST DAY OF BUSINESS AND SHALL END ON SUCH DATE. ~~the calendar month of the date of sale if a business was purchased or opening day of business if a business is new.~~

Section 8. Section 4-1-10, subsections (D)(1) and (H), W.M.C., are hereby AMENDED to read as follows:

4-1-10: AUTHORITY OF THE FINANCE DIRECTOR: The administration of this Title is hereby vested in the Finance Director.

(D) Subpoenas: The Finance Director may issue a subpoena to command a person to attend and give testimony or to produce books, accounts and records.

1. Any subpoena issued under the terms of this Title shall be served as set forth in the Colorado Rules of Civil Procedure, including the payment of witness fees. ~~When the witness is subpoenaed at the insistence of the City, such fees shall be paid by the City.~~ When a witness is subpoenaed at the insistence of the taxpayer, the Finance Director may require that the cost of service of the subpoena and the fee be paid by the taxpayer. In the discretion of the Finance Director, a deposit to cover the cost of the subpoena and witness fees may be required.

(H) Partial Payments; PAYMENT IN INSTALLMENTS: The Finance Director may accept any partial payment made and apply such payments towards the TOTAL tax LIABILITY ~~due~~ OR ALLOW PAYMENT OF A TOTAL TAX LIABILITY ON AN INSTALLMENT BASIS. PAYMENT OF PART

BUT LESS THAN THE TOTAL TAX LIABILITY SHALL BE FIRST APPLIED TO PENALTY, IF ANY, SECONDLY TO ACCRUED INTEREST, AND, LASTLY, TO THE TAX DEFICIENCY ITSELF. Deposit of such payments shall not in any way imply that the remaining balance is or has been abated. INTEREST SHALL CONTINUE TO ACCRUE ON THE REMAINING TAX DEFICIENCY UNTIL PAID AS PROVIDED BY THIS CHAPTER.

Section 9. Section 4-1-21, W.M.C., is hereby AMENDED to read as follows:

4-1-21: PENALTIES:

(A) ~~Penalty for Late Remittance of Sales, Use and Accommodations Tax DEFICIENCY:~~ A penalty of fifteen dollars (\$15.00) or ten percent (10%) of the tax deficiency, whichever is greater, shall be levied on any tax deficiency.

(B) ~~Penalty for Late Remittance of Admissions Tax:~~ A penalty shall be levied on any tax deficiency.

1. ~~For transactions consummated prior to January 1, 1992, such penalty shall be twelve percent (12%) of the tax deficiency.~~

2. ~~For transactions consummated on or after January 1, 1992, such penalty shall be fifteen dollars (\$15) or ten percent (10%) of the tax deficiency, whichever is greater.~~

~~(C)~~ (B) Penalty for Fraud: If any tax deficiency is due to fraud or the intent to evade the tax, the penalty shall be fifty percent (50%) of the total tax deficiency.

~~(D)~~ (C) Penalty for Repeated Enforcement: If three Notices of Assessment for the same type of tax have been issued to the same taxpayer within thirty-six (36) consecutive months, a special penalty of fifteen percent (15%) of the total tax liability, or twenty five dollars (\$25), whichever is greater, shall be levied.

(D) PENALTY FOR RECURRING DISTRAINT: IF ANY TAXPAYER REPEATEDLY FAILS, NEGLECTS, OR REFUSES TO PAY THE TAXES LEVIED BY THIS TITLE WITHIN THE TIME REQUIRED BY THIS TITLE AND THE CITY HAS BEEN REQUIRED TO ISSUE DISTRAINT WARRANTS TO ENFORCE THE COLLECTION OF THE TAX DUE FROM SUCH TAXPAYER, THE FINANCE DIRECTOR IS AUTHORIZED TO COLLECT THE TAX DEFICIENCY TOGETHER WITH ALL INTEREST AND PENALTIES THEREON PROVIDED BY LAW AND ALSO AN ADDITIONAL PENALTY OF TWO HUNDRED FIFTY DOLLARS (\$250) EACH FOR THE SECOND AND ALL SUBSEQUENT DISTRAINT WARRANTS REGARDING THE TAXPAYER THAT ARE ISSUED BY THE CITY PURSUANT TO THIS CHAPTER.

(E) Other Penalties; Power to Waive: If the Finance Director determines that a person has registered or caused to be registered a motor vehicle outside the City and that such motor vehicle should have been registered at an address in the City, the Finance Director is authorized to assess a civil penalty of five hundred dollars (\$500) against the person. A written notice of the penalty assessment shall be issued, paid and protested in the same manner as a notice of assessment. The Finance Director may enforce collection of the penalty assessment in the same manner as provided in this title for the collection of tax due. Assessment and collection of this penalty shall not preclude the collection of any tax due or fee or the imposition of any other civil or criminal penalty provided by law.

(F) Abatement of Penalty: Any penalty assessed in this Section may be abated by the Finance Director if the Finance Director finds good cause therefore. ~~and:~~

1. ~~If the taxpayer submits a written request for such abatement on or before the payment due date of the applicable Notice of Assessment; or~~

2. ~~If no assessment was issued, within 60 days after payment of the tax.~~

Section 10. Section 4-1-22, W.M.C., is hereby AMENDED to read as follows:

4-1-22: INTEREST: Interest shall be levied AT THE RATE OF ONE (1) PERCENT EACH MONTH, OR FRACTION THEREOF, ~~on~~ THAT any tax deficiency REMAINS UNPAID. EXCEPT AS PROVIDED IN THIS CHAPTER, INTEREST PROPERLY ASSESSED ON ANY TAX DEFICIENCY SHALL NOT BE ABATED AND SHALL BE COLLECTED AND PAID IN THE SAME MANNER AS THE TAX ITSELF.

~~(A) Interest shall be calculated for each month or portion of a month from the due date that a tax deficiency remains unpaid.~~

1. ~~For transactions consummated on or after January 1, 1994, the annual rate of interest assessed shall be FIXED AT the rate established by the State Commissioner of Banking pursuant to Section 39-21-110.5 C.R.S. IN EFFECT ON THE DATE THE TAX WAS DUE.~~

2. ~~For transactions consummated prior to January 1, 1994, the annual rate of interest assessed shall be fifteen percent (15%).~~

~~(B) When a timely protest is made to a Notice of Assessment, no additional interest shall be assessed on any tax upheld by the Finance Director for the period between the interest date of such assessment and the~~

~~payment date established in an informal meeting or thirty (30) days after the date of a Findings of Fact, Conclusion and Decision issued after a hearing.~~

~~(C) Interest properly assessed on any tax deficiency shall not be abated.~~

Section 11. Section 4-1-24, W.M.C., is hereby AMENDED to read as follows:

4-1-24: ABATEMENT OF TAX DEFICIENCY:

(A) The Finance Director may abate up to 10% of any tax deficiency, or five thousand dollars (\$5,000), whichever is greater, AND THE PENALTY AND INTEREST ASSESSED THEREON, if the Finance Director finds good cause therefor. The Finance Director shall submit a report of amounts abated in excess of five hundred dollars (\$500) to the City Manager.

(B) IF THE FINANCE DIRECTOR ISSUES AN ESTIMATED NOTICE OF ASSESSMENT TO A TAXPAYER WHO NEGLECTS TO FILE A RETURN BY THE DUE DATE, AND THE TAXPAYER SUBSEQUENTLY DEMONSTRATES TO THE SATISFACTION OF THE FINANCE DIRECTOR THAT THE AMOUNT SO ESTIMATED IS GREATER THAN THE ACTUAL TOTAL TAX LIABILITY, THE FINANCE DIRECTOR MAY, FOR GOOD CAUSE SHOWN, ABATE THE ESTIMATED TOTAL TAX LIABILITY TO THE EXTENT IT EXCEEDS THE ACTUAL TOTAL TAX LIABILITY.

Section 12. Section 4-1-25, W.M.C., is hereby AMENDED to read as follows:

4-1-25: PROTEST OF NOTICE OF ASSESSMENT OR DENIAL OF REFUND:

(A) Any Notice of Assessment may be protested by the taxpayer to whom it is issued.

1. A protest of a Notice of Assessment issued to a vendor or taxpayer for failure to file a return, for underpayment of tax owed, or as a result of an audit shall be submitted in writing to the Finance Director within twenty (20) calendar days from the date of the Notice of Assessment. Any such protest shall identify the amount of tax disputed and the basis for the protest.
2. When a timely protest is made, no further enforcement action will be instituted by the City for the portion of the assessment being protested unless:
 - a. the taxpayer fails to pursue the protest in a timely manner; OR
 - b. THE TOTAL TAX LIABILITY WILL BE JEOPARDIZED BY DELAY AND THE CITY MANAGER HAS ISSUED A JEOPARDY ASSESSMENT AND DEMAND FOR PAYMENT PURSUANT TO THIS CHAPTER.

(B) Protest of Denial of Refund: A protest of a denial of a refund shall be submitted in writing to the Finance Director within twenty (20) calendar days from the date of the denial of the refund and shall identify the amount of the refund requested and the basis for the protest.

(C) Any timely protest entitles a taxpayer to a hearing under the provisions of this Title.

1. If, in the opinion of the Finance Director, the issues involved in such protest may be resolved administratively, the Finance Director may recommend an informal meeting with the taxpayer.
2. Participation in such an informal meeting does not prevent either the taxpayer or the City from holding a hearing if the dispute cannot be resolved by such meeting.
3. If the issues are satisfactorily resolved at an informal meeting and a hearing is not requested, the remaining total tax liability, if any, shall be paid on or before ten (10) days after the date of the notification of the amount due.

Section 13. Section 4-1-28, W.M.C., is hereby AMENDED to read as follows:

4-1-28: LIEN FOR TAX DUE: THE TAX IMPOSED BY THIS TITLE, TOGETHER WITH THE INTEREST AND PENALTIES HEREIN PROVIDED, AND ANY COSTS OF COLLECTION THAT MAY BE INCURRED SHALL AUTOMATICALLY BE AND, UNTIL PAID, REMAIN A LIEN UPON THE REAL PROPERTY OF AND TANGIBLE PERSONAL PROPERTY, INCLUDING GOODS, STOCK IN TRADE, AND BUSINESS FIXTURES, OWNED OR USED BY ANY TAXPAYER INCLUDING TANGIBLE PERSONAL PROPERTY USED UNDER LEASE, INSTALLMENT SALE, OR OTHER CONTRACT AGREEMENT. EXCEPT AS PROVIDED IN THIS SECTION, SUCH LIEN SHALL BE A FIRST AND PRIOR LIEN AND SHALL TAKE PRECEDENCE ON ALL SUCH PROPERTY OVER ALL OTHER LIENS OR CLAIMS OF WHATSOEVER KIND OR NATURE.

(A) PRIORITY OF LIENS UPON REAL PROPERTY: A LIEN UPON THE REAL PROPERTY OF THE TAXPAYER SHALL BE A FIRST AND PRIOR LIEN AND SHALL HAVE PRECEDENCE OVER ALL OTHER LIENS OF WHATSOEVER KIND OR NATURE, EXCEPT AS TO PREEXISTING CLAIMS OR LIENS OF A BONA FIDE MORTGAGEE, PLEDGEE, JUDGMENT CREDITOR OR PURCHASER WHOSE RIGHTS SHALL HAVE ATTACHED PRIOR TO THE FILING OF A NOTICE OF LIEN BY THE FINANCE DIRECTOR AS HEREINAFTER PROVIDED.

(B) IMPROVEMENTS TO REAL PROPERTY: THE USE TAX IMPOSED BY THIS TITLE UPON ANY ARTICLE OF TANGIBLE PERSONAL PROPERTY THAT IS ATTACHED AND AFFIXED TO REALTY OR THE IMPROVEMENTS AND STRUCTURES LOCATED THEREON, SITUATED WITHIN THE CITY, TOGETHER WITH INTEREST AND PENALTIES HEREIN PROVIDED, SHALL CONSTITUTE A FIRST AND PRIOR LIEN UPON SUCH REALTY AND THE IMPROVEMENTS LOCATED THEREON, SO BENEFITED BY THE ATTACHING AND AFFIXING OF SUCH ARTICLES OF TANGIBLE PERSONAL PROPERTY THERETO, WHICH LIEN SHALL HAVE PRECEDENCE OVER ALL OTHER LIENS OF WHATSOEVER KIND OR NATURE, EXCEPT AS TO PREEXISTING CLAIMS OR LIENS OF A BONA FIDE MORTGAGEE, PLEDGEE, JUDGMENT CREDITOR OR PURCHASER WHOSE RIGHTS SHALL HAVE ATTACHED PRIOR TO THE FILING OF A NOTICE OF LIEN BY THE FINANCE DIRECTOR AS HEREINAFTER PROVIDED.

~~(A) Issuance~~ (C) NOTICE OF LIEN: If any total tax liability is not paid by the payment date of a Notice of Assessment, the Finance Director may issue SERVE a Notice of Lien IN SUCH FORM AS THE FINANCE DIRECTOR MAY PRESCRIBE WITH THE OWNER OR POSSESSOR OF PROPERTY ON WHICH A LIEN HAS ATTACHED OR FILE SAID NOTICE WITH THE SECRETARY OF STATE OR THE CLERK AND RECORDER OF ANY COUNTY IN COLORADO IN WHICH THE REAL OR PERSONAL PROPERTY IS LOCATED. ~~on the real and personal property of the taxpayer.~~ Such lien shall specify the name of the taxpayer, the total tax liability, the date of the accrual thereof, and the location of the property, and shall be certified by the Finance Director.

~~(B) Filing~~: The Notice of Lien shall be filed in the office of the Clerk and Recorder of any county in Colorado in which the real or personal property of the taxpayer is located. Such filing shall create a lien on such property in that county and constitute a notice thereof.

~~(C) Priority~~ (D) EXEMPTION FROM LIEN: The attachment and priority of such lien shall be as follows:

- ~~1.~~ Such lien shall be a first and prior lien upon the goods, stock in trade, and business fixtures owned or used by any taxpayer, including those used under lease, installment sale or other contract agreement, and shall take precedence on all such property over all other liens or claims of whatsoever kind or nature.
- ~~2.~~ Such lien on the real and tangible personal property of the taxpayer that is not goods, stock in trade, and business fixtures shall be a first and prior lien except as to pre-existing claims or liens of a bona fide mortgagee, pledgee, judgment creditor or purchaser whose rights have attached and been perfected prior to the filing of the notice of lien.
- ~~3.~~—1. The personal property of an owner who has made a bona fide lease to a taxpayer shall be exempt from the lien created in this Subsection if such property can reasonably be identified from the lease description and if the lessee is given no right to become the owner of the property leased. This exemption shall be effective from the date of the execution of the lease if the lease is recorded WITHIN TEN (10) DAYS OF EXECUTION with the SECRETARY OF STATE OR county clerk and recorder of the county where the property is located or based.
- ~~4.~~—2. Motor vehicles that are properly registered in this state, showing the lessor as owner thereof, shall be exempt from such lien except that such lien shall apply to the extent that the lessee has an earned reserve, allowance for depreciation not to exceed the fair market value, or similar interest which is or may be credited to the lessee.
- ~~5.~~—3. Where a lessor and lessee are blood relatives or relatives by law or have twenty-five percent (25%) or more common ownership, a lease between such lessee and such lessor shall not be considered as bona fide for purposes of this Section.

~~(D)~~ (E) Enforcement Against Real Property: If a Notice of Lien is filed against real property, the Finance Director may direct the City Attorney to file a civil action to enforce such lien. The court may determine the interest in the property of each party, decree a sale of the real property, and distribute the proceeds according to such findings. Procedure for the action and the manner of sale, the period for and manner of redemption from the sale, and the execution of deed of conveyance shall be in accordance with the law and practice relating to foreclosures of mortgages upon real property. In any such action, the court may appoint a receiver of the real property involved in such action if equity so requires.

Section 14. Section 4-1-32, subsection (A), W.M.C., is hereby AMENDED to read as follows:

4-1-32: JEOPARDY ASSESSMENT:

(A) Issuance: If the collection of any total tax liability from a taxpayer, whether or not previously assessed, will be jeopardized by delay, the City Manager may declare the taxable period immediately

terminated, order the Finance Director to determine the total tax liability, and issue a Jeopardy Assessment and Demand for Payment. NOTWITHSTANDING THE PROVISIONS OF SECTION 4-1-25(A), Any total tax liability so assessed shall be due and payable immediately.

Section 15. Section 4-1-33, , W.M.C., is hereby AMENDED to read as follows:

4-1-33: LEVY, DISTRAINT AND SALE:

(A) ~~Unless such property is exempt by State Statute from distraint and sale,~~ The City Manager may sign and issue a warrant directed to any employee or agent of the City, or any sheriff of any county in Colorado, SOMETIMES IN THIS SECTION COLLECTIVELY REFERRED TO AS "AGENT" commanding the LEVY UPON, AND distraint and sale of ~~personal~~ ALL property AND RIGHTS TO PROPERTY, EXCEPT AS EXEMPTED BY THIS SECTION of the taxpayer OR on which a lien has attached for the payment of the total tax liability.

1. Such warrant may be issued if the total tax liability is not remitted on or before twenty (20) days from the ~~due~~ date of a Notice of Assessment and no protest of such assessment has been timely filed.
2. SUCH WARRANT MAY BE ISSUED IF THE TOTAL TAX LIABILITY IS NOT PAID WITHIN THIRTY (30) DAYS FROM THE FINAL DECISION ISSUED BY THE FINANCE DIRECTOR AFTER A HEARING ON A TIMELY PROTESTED NOTICE OF ASSESSMENT AND NO PETITION FOR APPEAL HAS BEEN TIMELY FILED AS PROVIDED BY THIS TITLE.
3. Such warrant may be issued immediately if a Jeopardy Assessment and Demand for Payment has been issued.

(B) ~~If the taxpayer does not volunteer entry to the premises,~~ The City Manager may apply to the municipal court of the City for a warrant authorizing any employee or agent of the City to search for and distraint property located inside the City to enforce the collection of total tax liability.

1. The City Manager shall demonstrate to the Court that the premises to which entry is sought contains property that is subject to distraint and sale for total tax liability.
2. If a Jeopardy Assessment and Demand for Payment has been issued, the City Manager shall specify to the court why collection of the total tax liability will be jeopardized.
3. The procedures to be followed in issuing and executing a warrant pursuant to this Subsection shall comply with Rule 241 of the Colorado Municipal Court Rules of Procedure.

(C) LEVY MAY BE MADE BY SERVING A NOTICE OF LEVY OR DISTRAINT WARRANT ON ANY PERSON IN POSSESSION OF, OR OBLIGATED WITH RESPECT TO, PROPERTY OR RIGHTS TO PROPERTY SUBJECT TO LEVY, INCLUDING RECEIVABLES, BANK ACCOUNTS, EVIDENCES OF DEBT, AND SECURITIES.

~~(D)~~ (D) Disposal of Distrainted Property:

1. THE AGENT CHARGED WITH THE COLLECTION SHALL MAKE OR CAUSE TO BE MADE AN ~~signed~~ inventory of the property distrainted, A COPY OF WHICH, SIGNED BY THE AGENT MAKING SUCH DISTRAINT, SHALL BE SERVED, BY LEAVING IT WITH ~~shall be made by the City or its agent. Prior to the sale~~ the owner or possessor OF THE PROPERTY; OR AT THE PERSON'S USUAL PLACE OF ABODE; OR WITH ANY OFFICER, MANAGER, ACCOUNTANT, BOOKKEEPER, GENERAL AGENT, REGISTERED AGENT, OR AGENT FOR PROCESS; OR FINALLY BY MAILING BY CERTIFIED MAIL TO THE LAST KNOWN ADDRESS OF THE OWNER OR POSSESSOR TOGETHER WITH A COPY OF THE WARRANT, ~~shall be served with a copy of said inventory,~~ a notice of the sum of the total tax liability and related expenses incurred to date, and NOTICE OF the time and place of sale.
2. A notice of the time and place of the sale, together with a description of the property to be sold, shall be published in a newspaper of general circulation within the county where distraint is made or, in lieu thereof and in the discretion of the Finance Director, the notice shall be posted at the courthouse of the county where distraint is made, and in at least two other places within such county.
3. The time fixed for the sale shall not be less than ten (10) days nor more than sixty (60) days from the date of distraint. The sale may be postponed by the City or agent for no more than ninety (90) days from the date originally fixed for the sale EXCEPT, HOWEVER, IF THE PROPERTY DISTRAINED CONSISTS OF LIVE ANIMALS, PERISHABLE GOODS, OR IS OF OTHER SUCH NATURE THAT WOULD, IN THE OPINION OF THE FINANCE DIRECTOR, MAKE

IT DANGEROUS OR OTHERWISE INADVISABLE TO RETAIN FOR SAID PERIOD MAY BE IMMEDIATELY SOLD OR DISPOSED OF BY THE AGENT.

4. The property shall be sold at public auction for not less than a fair minimum price, and if the amount bid for the property is less than the fair minimum price so fixed, the property may be declared to be purchased by the City and the City shall file a release of lien thereof. If the property is purchased by the City, such property may be disposed of in the same manner as other City property.
5. The property may be offered first by bulk bid, then subsequently for bid singularly or by lots, and the City or its agent may accept the higher bid.
6. The property offered for sale SHALL BE RESTORED TO THE OWNER OR POSSESSOR IF, NOT LESS THAN TWENTY-FOUR (24) HOURS PRIOR TO THE SALE, THE TOTAL TAX LIABILITY TOGETHER WITH ALL COSTS OF COLLECTION ARE PAID BY ~~may be redeemed~~ if the owner or possessor or other person holding an unperfected chattel mortgage or other right of possession. ~~pays the total tax liability and all collection costs no less than twenty-four (24) hours before the sale.~~
7. The City or its agent shall issue to each purchaser a certificate of sale that shall be prima facie evidence of its right to make the sale AND CONCLUSIVE EVIDENCE OF THE REGULARITY OF ITS PROCEEDINGS IN MAKING THE SALE and SHALL transfer to the purchaser all right, title, and interest of the taxpayer in and to the property sold.
 - (a) When the property sold consists of certificates of stock, the certificate of sale shall be notice to any corporation, company, or association to record the transfer on its books and records.
 - (b) When the property sold consists of securities or other evidences of debt, the certificate of sale shall be good and valid evidence of title.
 - (c) WHEN THE PROPERTY SOLD CONSISTS OF A MOTOR VEHICLE, THE CERTIFICATE OF SALE SHALL BE NOTICE, WHEN RECEIVED, TO ANY PUBLIC OFFICIAL CHARGED WITH THE REGISTRATION OF TITLE TO MOTOR VEHICLES, OF SUCH TRANSFER AND SHALL BE AUTHORITY TO RECORD THE TRANSFER IN THE SAME MANNER AS IF THE CERTIFICATE OF TITLE TO SUCH MOTOR VEHICLE WERE TRANSFERRED OR ASSIGNED BY THE PARTY HOLDING THE SAME, IN LIEU OF ANY ORIGINAL OR PRIOR CERTIFICATE, WHICH SHALL BE VOID, WHETHER CANCELED OR NOT.
8. Any surplus remaining after satisfaction of the total tax liability plus any costs of making the distraint and advertising the sale may be distributed by the City first to other jurisdictions which have filed liens or claims of sales and use or personal property ad valorem taxes, and second to the owner, or such other person having a legal right thereto.
9. The Finance Director shall submit a written account of the sale to the City Manager.

~~(D)~~ (E) PROPERTY SUBJECT TO DISTRAINT; Exempt Property: Property of the taxpayer subject to distraint shall include the personal property of the taxpayer and the goods, stock in trade and business fixtures owned or used by any taxpayer including those used under lease, installment sale, or other contract arrangement. Property exempt from distraint and sale shall include the personal property described as such in Section 4-1-28(D).

~~(E)~~ (F) Return of the Property: The taxpayer or any person who claims an ownership interest or right of possession in the distrained property may petition the City Manager, or the Municipal Court, if the property was seized pursuant to a warrant issued by the Court, for the return of the property.

1. The grounds for return of the property shall be that the person has a perfected interest in such property which is superior to the City's interest or that the property is exempt from the City's lien.
2. The factfinder shall receive evidence on any issue of fact necessary to the decision of the petition. If the factfinder determines, by a preponderance of the evidence, in favor of the taxpayer or other petitioner, the property shall be returned.

(G) NOTICE OF INTENT TO LEVY: EVERY NOTICE OF ASSESSMENT ISSUED BY THE FINANCE DIRECTOR SHALL CONTAIN NOTICE OF THE CITY'S RIGHT TO ENFORCE COLLECTION OF THE SUM DEMANDED BY LEVY, DISTRAINT AND SALE PURSUANT TO THIS SECTION.

Section 16. Section 4-1-34, W.M.C., is hereby AMENDED to read as follows:

4-1-34: STATUS OF TAX DUE IN BANKRUPTCY AND RECEIVERSHIP: Whenever the business or property of any taxpayer is subject to receivership, bankruptcy or assignment for the benefit of creditors, or distrained for property taxes, the total tax liability shall ~~be~~ REMAIN a ~~prior and preferred~~ CLAIM AND lien against ~~all~~ the property of the taxpayer TO WHICH A LIEN HAS ATTACHED PURSUANT TO THIS CHAPTER. No sheriff, receiver, assignee or other officer shall sell the property of any such taxpayer under process or order of any court, without first ascertaining from the Finance Director the amount of the total tax liability. The officer shall remit any total tax liability before making payment to any judgment creditor or other claimants.

Section 17. Section 4-1-35, subsection (C), W.M.C., is hereby AMENDED to read as follows:

4-1-35: VIOLATIONS; SUMMONS AND COMPLAINT; PENALTY:

(C) Violations of this Title ARE CRIMINAL OFFENSES AND shall be punished by a fine or imprisonment or both pursuant to ~~the limits established in Section 1-8-1~~ TITLE VI of this Code. Each and every twenty-four (24) hour continuation of any violation shall constitute a distinct and separate offense.

Section 18. Section 4-1-36, W.M.C., is hereby AMENDED to read as follows:

4-1-36: STATUTE OF LIMITATIONS: Unless the limitation period has been extended as provided in this Section, the Statute of Limitations for provisions contained in this Title shall be as follows:

(A) Refunds:

1. ~~Any claim for~~ NO refund ~~for~~ OF disputed total tax liability shall be ISSUED UNLESS A CLAIM FOR REFUND IS submitted to the City BY THE PURCHASER on or before sixty (60) days from the date of such purchase.
2. ~~Any claim for~~ NO refund ~~resulting from~~ OF OVERPAYMENT FROM RETURNS SHALL BE ISSUED UNLESS a Notice of Overpayment ~~shall be~~ IS submitted to the City on or before thirty (30) days after the date of such Notice of Overpayment.
3. ~~Any~~ NO other ~~claim for~~ refund shall be ISSUED UNLESS A CLAIM FOR REFUND IS filed on or before three years after the date such overpayment was paid to the City.

(B) Assessments: ~~No Notice of Assessment shall be issued more than three years after:~~

EXCEPT AS PROVIDED IN THIS SECTION AND UNLESS SUCH PERIOD IS EXTENDED, THE TAX LEVIED BY THIS TITLE AND THE PENALTY AND INTEREST APPLICABLE THERETO, OTHER THAN INTEREST ACCRUING THEREAFTER, SHALL BE ASSESSED WITHIN THREE (3) YEARS AFTER THE RETURN IS FILED, OR A CERTIFICATE OF OCCUPANCY IS ISSUED FOR A CONSTRUCTION PROJECT REQUIRING A BUILDING PERMIT, AND NO NOTICE OF LIEN SHALL BE FILED OR DISTRAINT WARRANT ISSUED OR SUIT FOR COLLECTION INSTITUTED OR ANY OTHER ACTION TO COLLECT THE SAME COMMENCED AFTER THE EXPIRATION OF SUCH PERIOD UNLESS THE FINANCE DIRECTOR ISSUES A NOTICE OF ASSESSMENT WITHIN SUCH PERIOD.

1. ~~The due date of such total tax liability; or~~ FOR PURPOSES OF THIS SECTION, A RETURN SHALL INCLUDE A CONSTRUCTION EQUIPMENT DECLARATION, AN INITIAL USE TAX RETURN, AND ANY OTHER FORM PRESCRIBED BY THE FINANCE DIRECTOR FOR REPORTING A TOTAL TAX LIABILITY.
2. ~~For a construction project which requires a City building permit, the date the final Certificate of Occupancy was issued for such project; or~~ FOR PURPOSES OF THIS SECTION, A RETURN FILED BEFORE THE LAST DAY PRESCRIBED BY LAW OR BY REGULATION PROMULGATED PURSUANT TO THIS TITLE FOR THE FILING THEREOF SHALL BE CONSIDERED AS FILED ON SUCH LAST DAY.
3. ~~For a construction project not requiring a City building permit, the date of completion of the project.~~ WHEN A TAXPAYER FAILS OR REFUSES TO FILE A RETURN, OR FILES A FALSE OR FRAUDULENT RETURN WITH INTENT TO EVADE TAX, THE TOTAL TAX LIABILITY MAY BE ASSESSED AND COLLECTED AT ANY TIME.

(C) Liens: ~~No Notice of Lien shall be issued more than three years after the due date of the total tax liability. If the limitation period is extended, a Notice of Lien may be filed on or before thirty (30) days from the date of the Notice of Assessment issued for such extended period.~~

(D) Returns:

1. ~~When a taxpayer fails or refuses to file a return, the total tax liability may be assessed and collected at any time.~~
2. ~~In the case of a false or fraudulent return filed with intent to evade tax, the total tax liability may be assessed, or proceedings for the collection of such total tax liability may be begun at any time.~~

~~(E)~~ (C) Protests: No protest of a Notice of Assessment or Denial of a Claim for Refund shall be valid if submitted to the Finance Director in other than written form or after the period allowed in this Chapter.

(D) EXCEPT AS OTHERWISE PROVIDED IN THIS TITLE, A COMPLAINT OR ACTION FOR A VIOLATION OF THIS TITLE SHALL BE INSTITUTED WITHIN THREE (3) YEARS AFTER THE ALLEGED VIOLATION.

~~(F)~~ (E) EXCEPT FOR THE PERIOD DESCRIBED IN SUBSECTIONS C AND D OF THIS SECTION, the period of limitation may be extended before its expiration.

1. The taxpayer and the Finance Director may agree in writing to extend the period.

2. If the City provides written notice to the taxpayer prior to the expiration of the period of limitation that the latter's records will be audited pursuant to this Chapter, such period of limitation shall be extended for the audit period until thirty (30) days after the date of the Notice of Assessment or Notice of Overpayment issued as a result of such audit. "Audit Period" includes all reporting periods with due dates which fall within the thirty-six (36) month period preceding the date of the notice of audit, or if a City building permit is required, the period between the issuance of such building permit and the issuance of a final Certificate of Occupancy.

~~(G)~~ (F) Performance of an audit does not constitute a statute of limitations or preclude additional audits of the same period within the parameters of this Section.

Section 19. Section 4-2-2, subsections (D), (T) and (AA), W.M.C., are hereby AMENDED to read as follows:

4-2-2: WORDS & PHRASES DEFINED:

(D) "**Coin Operated Device**" means any device operated by coins or currency OR ANY SUBSTITUTE THEREFOR.

(T) "**Prescription Drugs**" means a drug which, prior to being dispensed or delivered, is required by the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. Section 301, et seq., and the regulations promulgated thereunder to be labeled with the following statement: "~~Caution: Federal law prohibits dispensing without a prescription~~" BEAR, AT A MINIMUM, THE SYMBOL "RX ONLY", and is, in fact, dispensed, delivered, or administered to a person or animal by, or pursuant to the direction of, a licensed practitioner of the healing arts or veterinary medicine.

(AA) "**Return**" ~~means the sales and use tax reporting form used to report sales and use tax.~~ FOR PURPOSES OF THIS CHAPTER SHALL INCLUDE ANY DEFINITION OF "RETURN" INCLUDED IN OTHER CHAPTERS OF THIS TITLE.

Section 20. Section 4-2-3, subsections (A) and (B), W.M.C., are hereby AMENDED to read as follows:

4-2-3: RATE; IMPOSITION AND COLLECTION; DISTRIBUTION:

(A) Sales Tax: There is hereby levied a tax or excise upon all sales of tangible personal property and services specified in Section 4-2-5.

1. For sales transacted on or after January 1, 2004, but prior to January 1, ~~2017~~, 2033, the rate levied shall be three and eighty-five hundredths percent (3.85%). Unless otherwise lawfully provided, the 3.85% tax rate shall be reduced to THREE AND SIX TENTHS PERCENT (3.6%) ~~percent~~ on January 1, ~~2017~~ 2033.

2. For sales transacted on or after January 1, 1986 but prior to January 1, 2004, the rate levied shall be three and one-quarter percent (3.25%).

3. For sales transacted prior to January 1, 1986, the rate levied shall be three percent (3%).

(B) Use Tax: There is hereby levied a tax or excise upon the privilege of using, storing, distributing, or otherwise consuming in the City any article of tangible personal property or taxable services purchased, leased or rented from sources inside or outside the City, on which the City sales tax has not been paid.

1. For sales transacted on or after January 1, 2004, but prior to January 1, ~~2017~~ 2033, the rate levied shall be three and eighty-five hundredths percent (3.85%). Unless otherwise lawfully provided, the 3.85% tax rate shall be reduced to THREE AND SIX TENTHS PERCENT (3.6%) ~~percent~~ on January 1, ~~2017~~ 2033.

2. For sales transacted on or after January 1, 1986 but prior to January 1, 2004, the rate levied shall be three and one-quarter percent (3.25%).

3. For sales transacted prior to January 1, 1986, the rate levied shall be three percent (3%).

Section 21. Section 4-2-12, W.M.C., is hereby AMENDED to read as follows:

4-2-12: INCEPTION OF BUSINESS; INITIAL USE TAX: Any person who purchases or establishes a business inside the City shall file an initial use tax return.

(A) Existing businesses: Use tax shall be due on tangible personal property, except inventory held for lease, rental or resale, which is acquired with the purchase of a business. The tax shall be based on the price of such property as recorded in the bill of sale or agreement and constituting a part of the total transaction at the time of the sale or transfer, provided the valuation is as great or greater than the fair market value of such property. Where the transfer of ownership is a lump sum transaction, the use tax shall be due on the book value established by the purchaser for income tax depreciation purposes, or fair market value if no determination has been made. When a business is taken over by other than the most recent seller in return for the assumption of outstanding indebtedness, the tax shall be paid on the fair market value of all taxable tangible personal property acquired by the purchaser. Such tax shall be reported on an initial use tax return. The reporting period for such return shall be the PERIOD ENDING ONE DAY PRIOR TO THE FIRST DAY OF BUSINESS BY THE NEW OWNER ~~calendar month of the date of sale.~~

(B) New businesses: Use tax shall be due on the price of all tangible personal property, except inventory held for lease, rental or resale, which is purchased for use inside the City. Such tax shall be reported on the initial use tax return. The reporting period for such return shall be the PERIOD ENDING ONE DAY PRIOR TO ~~calendar month of the opening~~ FIRST day of business.

Section 22. Section 4-3-2, subsection (H), W.M.C., is hereby AMENDED to read as follows:

4-3-2: DEFINITIONS:

(H) ~~"Return" means the admissions tax reporting form used to report admissions tax.~~ FOR PURPOSES OF THIS CHAPTER SHALL INCLUDE ANY DEFINITION OF "RETURN" INCLUDED IN OTHER CHAPTERS OF THIS TITLE.

Section 23. Section 4-4-1, subsection (D), W.M.C., is hereby AMENDED to read as follows:

4-4-1: WORDS AND PHRASES DEFINED:

(D) ~~"Return" means the accommodation tax reporting form used to report the accommodations tax.~~ FOR PURPOSES OF THIS CHAPTER SHALL INCLUDE ANY DEFINITION OF "RETURN" INCLUDED IN OTHER CHAPTERS OF THIS TITLE.

Section 24. Sections 4-7-5 through 4-7-9, W.M.C., are hereby AMENDED to read as follows:

~~**4-7-5: FAILURE TO PAY:** If any telephone utility company subject to the provisions of this Chapter shall fail to pay the taxes as herein provided, the full amount thereof shall be due and collected from such company, and the same together with an addition of ten percent (10%) due and owing from such company to the City. The City Attorney upon direction of the City Council shall commence and prosecute to final judgment and determination in any court of competent jurisdiction an action at law to collect the said debt.~~

~~**4-7-6: PENALTY CLAUSE:** If any officer, agent or manager of a telephone utility company which is subject to the provisions of this Chapter shall fail, neglect, refuse to make or file the annual statement of accounts provided in Section 4-7-4, the said officer, agent, manager or person shall, on conviction thereof, be punished by a fine not less than twenty five dollars (\$25) nor more than three hundred dollars (\$300); provided, that each day after said statement shall become delinquent during which the said officer, agent, manager or person shall so fail, neglect, or refuse to make and file such statement shall be considered a separate and distinct offense.~~

~~**4-7-7: INSPECTION OF RECORDS:** The City, its officers, agents or representatives shall have the right at all reasonable hours and times to examine the books and records of the telephone utility companies which are subject to the provisions of this Chapter and to make copies of the entries or contents thereof.~~

~~**4-7-8 4-7-5: LOCAL PURPOSE:** The tax herein provided is upon occupations and businesses in the performance of local functions and is not a tax upon those functions relating to interstate commerce. It is expressly understood that none of the terms of this Chapter be construed to mean that any telephone utility company is issued a franchise by the City.~~

~~**4-7-9 4-7-6: TAX IN LIEU OF OTHER BUSINESS AND OCCUPATION TAXES:** The tax herein provided shall be in lieu of all other occupation taxes or taxes on the privilege of doing business in the City on any telephone utility company subject to the provisions of this Chapter and in addition shall be in lieu of any free service furnished the City by any said telephone utility.~~

~~**4-7-7: ADMINISTRATION:** THIS CHAPTER SHALL BE ADMINISTERED IN ACCORDANCE WITH CHAPTER 1 OF THIS TITLE.~~

Section 25. Section 5-4-4, W.M.C., is hereby amended BY THE DELETION OF SUBSECTION (B) as follows:

5-4-4: LICENSE APPLICATION AND ADMINISTRATION:

~~(B) An application for renewal shall be filed with the City Clerk. Licenses shall be in effect for one year and shall be renewed upon renewal of the Business License or Home Occupation License, or upon completion of a license renewal request. Renewal of a license may be denied as provided below.~~

~~(C)~~(B) Each license shall be numbered and shall show the name, location, mailing address and character of business of the licensee and shall be posted in a conspicuous place at the business location for which it is issued.

~~(D)~~(C) No license shall be transferable. After any sale of a business, the new owner shall apply for a new license.

Section 26. This ordinance shall take effect upon its passage after second reading.

Section 27. 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 23rd day of July, 2007.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 13th day of August, 2007.

Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

City Clerk

City Attorney's Office



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
August 13, 2007



SUBJECT: Second Reading of Councillor's Bill No. 44 re Adopting a New Chapter 1 of Title VII on Elections and Amending Sections 1-11-2 and 2-1-1, W.M.C. re Privacy Issues Concerning Council, Board and Commission Members

Prepared By: Jane W. Greenfield, Assistant City Attorney
Linda Yeager, City Clerk

Recommended City Council Action

Pass Councillor's Bill No. 44 on second reading repealing and reenacting the City's election code, amending W.M.C. Section 1-11-2 concerning qualifications of City Councillors and amending W.M.C. Section 2-1-1 concerning appointment of Board and Commission members.

Summary Statement

- In November 2006, Westminster voters approved the Charter amendment making revisions to the Initiative, Referendum, and Recall sections of the Westminster Charter.
- This amendment anticipated, and its language provides for, revisions to the Elections chapter that would place in the Code the detailed procedures and requirements for exercising the powers of initiative, referendum, and recall so that they might easily be updated as state and county election requirements change and election technology evolves.
- At the same time, certain outdated provisions in the election code are being deleted.
- The issue of protecting confidential information, provided by Council and Board candidates pursuant to Charter Section 5.1(d), is being addressed in this ordinance.
- This Councillor's Bill was passed on first reading on July 23, 2007.

Expenditure Required: \$ 0

Source of Funds: N/A

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

BY AUTHORITY

ORDINANCE NO. **3372**

COUNCILLOR'S BILL NO. **44**

SERIES OF 2007

INTRODUCED BY COUNCILLORS
Lindsey - Kaiser

**A BILL
FOR AN ORDINANCE AMENDING CHAPTER 1 OF TITLE VII OF THE WESTMINSTER
MUNICIPAL CODE CONCERNING ELECTIONS AND AMENDING SECTION 1-11-2
CONCERNING QUALIFICATIONS OF CITY COUNCILLORS AND SECTION 2-1-1
CONCERNING APPOINTMENT OF BOARD AND COMMISSION MEMBERS**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. Title VII, Chapter 1, W.M.C., is hereby REPEALED AND REENACTED to read as follows:

CHAPTER 1

ELECTIONS

- 7-1-1: LEGISLATIVE INTENT**
- 7-1-2: ADOPTION AND APPLICABILITY OF STATE LAW**
- 7-1-3: WARDS; PRECINCTS; POLLING PLACES**
- 7-1-4: ELECTION OFFICIAL**
- 7-1-5: ELECTION COMMISSION**
- 7-1-6: COORDINATED ELECTIONS**
- 7-1-7: MAIL BALLOT ELECTIONS**
- 7-1-8: MUNICIPAL CANDIDATE ELECTIONS**
- 7-1-9: ELECTIONS ON INITIATIVE OR REFERENDUM MEASURES**
- 7-1-10: ELECTIONS ON RECALL PETITIONS**
- 7-1-11: SPECIAL ELECTIONS**
- 7-1-12: PENALTIES FOR ELECTION OFFENSES**
- 7-1-13: FAIR CAMPAIGN PRACTICES ACT**

7-1-1: LEGISLATIVE INTENT:

(A) The purpose of this chapter is the establishment of procedures for the regular and special elections of the City of Westminster, whether or not those elections are conducted as coordinated elections with Adams and Jefferson Counties.

(B) The Council intends that interpretations of this chapter be consistent with the City's home rule authority to regulate its municipal elections under Article XX of the Colorado Constitution.

7-1-2: ADOPTION AND APPLICABILITY OF STATE LAW:

(A) Subject to the Charter of Westminster and provisions of this Chapter, City elections will be conducted in accordance with the relevant portions of the Uniform Election Code of 1992, Articles 1 to 13 of Title 1, C.R.S., and the Colorado Municipal Election Code, Article 10 of Title 31, C.R.S., as they may be amended from time to time. As the Uniform Election Code was adopted by the legislature to cover many types of elections, various portions of that code are not applicable to municipal elections. In some instances, the Uniform Election Code and the Colorado Municipal Election Code have differing provisions regarding the same subject. For these reasons, in the event of a conflict of laws or an inconsistent provision therein, these laws shall be applied in the following order of priority:

1. the provisions of the Charter of Westminster
2. the provisions of the Westminster Municipal Code
3. the provisions of the Colorado Municipal Election Code of 1965, and
4. the relevant provisions of the Uniform Election Code of 1992.

(B) Notwithstanding the prioritization listed in subsection (A), when a City election is being conducted as a coordinated election, the Colorado Revised Statutes governing coordinated elections will control, to the extent said statutes are applicable to municipal elections.

7-1-3: WARDS; PRECINCTS; POLLING PLACES:

(A) The City shall consist of one ward.

(B) The Council shall, by resolution, from time to time, establish convenient election precincts, when required in order to conduct a City election.

(C) No later than thirty (30) days before an election, other than a mail ballot election or a coordinated election, the City Council shall designate, by motion, the official polling places for said election.

(D) When required in order to conduct a City election, City precinct boundaries will be reviewed by the Election Commission after any State redistricting or County precincting has occurred. The Election Commission will then make a recommendation to Council if any precinct changes are necessary.

7-1-4: ELECTION OFFICIAL:

The City Clerk is the designated election official of the City of Westminster for all purposes specified in the Charter, this Code, or any applicable state statute.

7-1-5: ELECTION COMMISSION:

The Election Commission, created by Charter Section 3.10, consists of the City Clerk and four (4) qualified and registered electors of the City, who during their term of office shall not be City officers or employees or candidates or nominees for elective City office. Such four (4) members shall be appointed by the Council for a term of two (2) years at the first January Council meeting following a regular City election. They shall serve without compensation. The City Clerk shall be chairperson. The Election Commission shall appoint the Board of Election, judges and clerks for each precinct and have charge of all activities and duties required of it by applicable statute, this Code, and the Charter relating to the conduct of elections in the City. In any case where election procedure is in doubt, the Election Commission shall prescribe the procedure to be followed. The Election Commission shall provide for ballots and sample ballots, for voting machines or electronic voting equipment, for determination of the winner in event of a tie vote, for canvas of returns, and for issuance of appropriate certificates.

7-1-6: COORDINATED ELECTIONS:

(A) City elections shall be conducted, whenever possible, as a coordinated election conducted by Adams County or Jefferson County or both.

(B) For all coordinated elections, the City Council shall adopt, by resolution or ordinance as appropriate, the language of ballot issues or ballot questions prior to the date of the City Clerk's required certification of ballot contents to the respective county election official.

(C) The City Manager is authorized to sign all intergovernmental agreements regarding coordinated elections with the respective counties.

(D) For all coordinated elections, election precincts and polling places shall be determined by the coordinated election official of the respective county.

7-1-7: MAIL BALLOT ELECTIONS:

(A) Upon the call of an election by the City Council, the City Clerk is authorized to conduct elections by mail ballot.

(B) Unless provided otherwise by the Charter or this Code, such elections will be conducted pursuant to the requirements of Article 7.5 of Title 1, C.R.S., the Colorado Mail Ballot Election Act, as it may be amended from time to time, except the following provisions thereof:

1. Section 1-7.5-107.3, C.R.S.
2. Section 1-7.5-109, C.R.S. and
3. Any provisions of the Act that the City determines are inconsistent with the City's authority over its elections pursuant to Article XX of the Colorado Constitution.

7-1-8: MAYOR AND COUNCILLOR ELECTIONS:

(A) **General Conditions.** Part 3 of Article 10 of Title 31, C.R.S., shall govern City elections for the Mayor or Councillors, except as provided in this section.

(B) **Nominating Petitions.** Except as provided in (C) below, for all Councillor elections except recall elections, nominating petitions for the office of Mayor or Councillor may be circulated and signed beginning ninety-one (91) days prior to the election, and shall be filed with the City Clerk not later than seventy-one (71) days prior to the election. All candidates must be residents of the City for at least one (1) year immediately prior to the last day for filing nominating petitions.

(C) **Nominating Petitions for Special Councillor Elections.** For elections to fill a vacancy in elective offices pursuant to Section 5.7(b) of the Charter, the dates for the filing and circulating of nominating petitions shall be established by the City Council in the resolution setting the special election.

(D) **Nominated Candidates.** Only candidates whose names have been placed in nomination through the process designated in this chapter are eligible to be placed on the ballot.

(E) **Vacancies in Nominations.** If any candidate dies or withdraws his or her name from nomination prior to the date upon which the City Clerk submits the ballot content to the ballot printer or, in the case of a coordinated election, to the respective County election official, the City Clerk shall use his or her best efforts to cause the candidate's name to be removed from the ballot.

(F) **Content of Ballot.** Every ballot shall contain the names of all duly nominated candidates for offices to be voted for at that election, except those who have died or withdrawn, and the ballot shall contain no other names. The arrangement of the names on the ballot shall be established by lot at any time prior to the certification of the ballot. The City Clerk shall notify the candidates of the time and place of the lot-drawings for the ballot. Two separate lot-drawings shall be held to establish the order of names on the respective ballots of Adams County and Jefferson County. The drawings shall be performed by the City Clerk or the Clerk's designee.

(G) **Write-in Candidate Affidavit.** No write-in vote for any elective officer shall be counted unless an affidavit of intent has been filed with the City Clerk by the person whose name is written in indicating that such person desires the office and is qualified and eligible to assume the duties of that office if elected. Such affidavit of intent shall be filed by the close of business on the sixty-fourth day before a regular municipal election or, for a special election, on the date set in the Council resolution for the filing of nominating petitions.

(H) **Notice.** At least ten (10) days before election for the office of Mayor or Councillor, the City Clerk shall publish notice in at least one newspaper having general circulation in the City, stating the day and date of the election, the hours during which the polls will be open unless it is a mail ballot election, naming the officers to be elected, and listing the names of those candidates as nearly as possible in the form in which such nominations shall appear upon the official ballot. Additionally, a copy of such notice shall be posted until after the election in a conspicuous place in the office of the City Clerk.

7-1-9: ELECTIONS ON INITIATED OR REFERRED MEASURES: The procedures for exercising the initiative and referendum powers reserved to the City's electors by the City Charter and the Colorado Constitution shall be as follows:

(A) **General Conditions.** An ordinance may be initiated by petition or a referendum on an ordinance enacted by the City Council may be had by petition. Either an initiative or a referendum petition shall be signed by not less than ten (10) percent of the number of persons who were registered electors of the City as of the date of the last regular City election prior to the filing of the petition. In the case of a referendum on an ordinance granting a public utility franchise, said petition shall be signed by not less than five (5) percent of the number of persons who were registered electors of the City as of the date of the last regular City election. No petition shall propose to repeal more than one ordinance nor to initiate an ordinance containing more than one subject.

(B) **Form of Petition.** The City Clerk shall maintain and provide a blank form of petition; however, the Clerk shall not review or comment on the proposed wording of the petition's measure nor prepare a summary thereof. An initiative or referendum petition signed by the requisite number of signatures shall be addressed to the Council. Said petition may be in sections of one or more sheets fastened securely at the top. All sections of the petition shall be filed as one instrument, with the endorsement of the names and mailing addresses of three (3) registered electors of the City designated as the committee of petitioners filing the same. To each petition section there shall be attached a signed, notarized, and dated affidavit by the circulator of that section stating the number of signers thereof and the affiant's printed name and address, that the affiant is eighteen (18) years of age or older, that each signature thereon is the genuine signature of the person whose name it purports to be, and that each signature was made in the presence of the affiant circulator.

At the top of each section of the petition and at the top of each signature page shall be printed the following warning in bold-faced type:

**WARNING:
IT IS AGAINST THE LAW:**

For anyone to sign this petition with any name other than one's own or to knowingly sign one's name more than once for the same measure or to sign such petition when not a registered elector.

Do not sign this petition unless you are a registered elector. To be a registered elector, you must be a citizen of Colorado and registered to vote in Westminster.

Do not sign this petition unless you have read or have had read to you the proposed measure in its entirety and understand its meaning.

Below the warning shall be printed, at the top of each section of an initiative petition, a short summary of the proposed ordinance and below the summary the full text of the proposed ordinance. Below the warning and at the top of each section of a referendum petition, shall be printed a meaningful summary identifying the matter proposed for repeal, and then set forth the full text of the ordinance or part thereof or code section proposed to be repealed.

The signature pages shall consist of the warning and the summary, followed by ruled lines numbered consecutively for registered electors' signatures. If a petition section contains multiple signature pages, all signature lines shall be numbered consecutively, and the section pages shall be numbered consecutively from the first section page through the last.

(C) **Petition signatures.** Each registered elector signing an initiative or referendum petition shall add the signer's printed name, the date of signing, his or her place of residence by street and number, and the county designation after his or her signature. All signatures on a referendum petition shall be obtained after the effective date of the ordinance proposed for repeal.

(D) **Filing and Examination of Petition.** An initiative petition shall be filed in the office of the City Clerk. No signature on an initiative petition may be counted if it was signed more than 180 days from the date of filing. A referendum petition shall be filed in the office of the City Clerk not more than thirty (30) days after the effective date of the ordinance proposed for repeal. Within fifteen (15) days of the filing of an initiative or referendum petition, the City Clerk shall ascertain by examination of the petition and the county voter registration records whether the petition is signed and appropriately dated by the requisite number of registered electors and shall attach thereto his or her certificate showing the result of such examination. If the petition as initially filed shows on its face an insufficient number of signatures, the City Clerk shall not be required to canvass the signatures and the petition shall be null and void. If the petition contains a sufficient number of signatures but an insufficient number of registered electors' signatures, the City Clerk shall forthwith notify by first class and electronic mail, if available, each of the persons designated as a member of the committee of petitioners. The petition may then be amended by the filing of additional petition signatures within fifteen (15) days from the filing of the certificate. The City Clerk, within five (5) days after such amendment, shall make like examination of the amended petition and attach thereto a second certificate of the result. If the petition is still insufficient, the City Clerk shall issue a certificate of insufficiency, a copy of which shall be provided to one (1) of the persons designated as the committee of petitioners. If the petition or amended petition is found sufficient, the City Clerk shall submit the same with his or her certificate to the Council at its next regular meeting. The City Clerk's determination of sufficiency or insufficiency is final.

(E) **Council Action Upon Petition.** Within thirty (30) days of receipt of the City Clerk's certificate establishing sufficiency of an initiative or referendum petition, the Council shall either:

1. Adopt the ordinance as submitted in an initiative petition;
2. Repeal the ordinance, or part thereof, requested for repeal in a referendum petition; or
3. Submit the proposal provided for in the petition to the electors at the next election, occurring not less than sixty (60) days after Council's decision to submit the proposal, held in the City for any other purpose or, in the Council's discretion, at a special election called specifically for that purpose.

(F) **Content of Ballot.** If an election has been ordered pursuant to Subsection (E) above, the Council shall fix a ballot title for each initiative or referendum, which ballot title shall correctly and fairly express the true intent and meaning of the measure, in the resolution calling the election. Any person protesting the wording of the ballot title shall file such protest with the City Clerk within seven (7) days of the Council's action. The Council shall consider said protest at their next regularly scheduled meeting or, at Council's discretion, at a special meeting called for that purpose and the Council's determination of the ballot title shall be final.

7-1-10: ELECTIONS ON RECALL PETITIONS: The procedure to recall an elective officer of the City shall be as follows:

(A) **General Conditions.** Any elective officer, as that term is defined in Article XXI of the Colorado Constitution, may be removed from office by the qualified electors of the City after the officer has held

said office for at least six (6) months. Prior to the filing of any recall petition one (1) or more registered electors of the City shall file with the City Clerk a notarized affidavit, of not more than two hundred (200) words, stating the reasons for the recall of the officer sought to be removed. The City Clerk shall, within forty-eight (48) hours after the filing of said affidavit, mail a copy by registered mail to the officer sought to be recalled, who may file with the City Clerk a sworn statement of not more than three hundred (300) words in defense of charges made against him or her.

(B) **Form of Petition.** A petition for the recall of the officer sought to be removed and demanding an election of a successor to the officer named in the petition, signed by the requisite numbers of signatures, as detailed below, shall be addressed to the Council. The petition shall include the name of only one (1) person to be recalled. Said petition may be in sections of one (1) or more sheets fastened securely at the top. All sections of the petition shall be filed as one (1) instrument, with the endorsement of the names and mailing addresses of three (3) registered electors of the City designated as the committee of petitioners filing the same. To each petition section there shall be attached a signed, notarized, and dated affidavit by the circulator of that section stating the number of signers thereof and the affiant's printed name and address, that the affiant is eighteen (18) years of age or older, that each signature thereon is the genuine signature of the person whose name it purports to be, and that each signature was made in the presence of the affiant circulator.

At the top of each section of the petition and of each signature page shall be printed the following warning in bold-faced type:

**WARNING:
IT IS AGAINST THE LAW:**

For anyone to sign this petition with any name other than one's own or to knowingly sign one's name more than once for the same measure or to sign such petition when not a registered elector.

Do not sign this petition unless you are a registered elector. To be a registered elector, you must be a citizen of Colorado and registered to vote in Westminster.

Do not sign this petition unless you have read or have had read to you the proposed measure in its entirety and understand its meaning.

Below the warning shall be printed the title: "Petition to recall (name of person sought to be recalled) from the office of (title of office)". Below the title shall be printed a copy of the charges previously filed with the City Clerk.

(C) **Petition Signatures.** Each registered elector signing the petition shall add the signer's printed name, the date of signing, his or her place of residence by street and number, and the county designation, after his or her signature. If the petition seeks the recall of the Mayor, then the petition shall be signed by registered electors entitled to vote for a successor to the incumbent sought to be recalled equal in number to twenty-five percent (25%) of the entire vote cast for the office of Mayor at the last preceding regular election held in the City for that office.

If the petition seeks the recall of a non-mayoral Councillor, then the recall petition shall be signed by registered electors entitled to vote for a successor to the incumbent sought to be recalled equal in number to twenty-five percent (25%) of the entire vote cast at the last preceding regular election held in the City for all non-mayoral candidates, such entire vote being divided by the number of all officers elected to the office of Councillor at the last preceding regular election held in the City.

(D) **Filing and Examination of Petition.** The petition shall be filed in the office of the City Clerk not more than sixty (60) days after the affidavit making charges against said officer has been filed. Within fifteen (15) days of the filing of said petition the City Clerk shall ascertain by examination of the

petition and the registration books whether the petition is signed by the requisite number of registered electors and shall attach thereto his or her certificate showing the result of such examination. If the petition is insufficient, the City Clerk shall forthwith, in writing, notify one (1) or more of the persons designated as the committee of petitioners. The petition may be withdrawn and amended within fifteen (15) days from the filing of the certificate. The City Clerk, within five (5) days after such amendment, shall make like examination of the amended petition and attach thereto a certificate of the result. If the petition is still insufficient, the City Clerk shall return it to each of the persons designated as a member of the committee of petitioners, without prejudice to the filing of a new petition for the same person. If the petition or amended petition is found sufficient, the City Clerk shall submit the same with his or her certificate to the Council without delay. The City Clerk's determination of sufficiency or insufficiency is final.

(E) **Call for Election.** Upon receipt of the City Clerk's certificate, the Council, if the officer sought to be removed does not resign within (5) days thereafter, shall order an election by resolution, which shall contain the time periods for candidates to file their nomination petitions to succeed the person sought to be recalled. Such election shall be held on a Tuesday fixed by the Council not less than forty-five (45) nor more than sixty (60) days from the date that the City Clerk's certificate was filed; provided that, if any other City election is to occur within ninety (90) days but more than sixty (60) days from the date of the City Clerk's certificate, the Council shall postpone and consolidate the recall election with such other City election.

(F) **Content of Ballot.** On the official ballot at the recall election shall be printed, in not more than two hundred (200) words, the reasons set forth in the petition for demanding an officer's recall, and in not more than three hundred (300) words there shall also be printed, if desired by the officer, the officer's response in defense as filed with the City Clerk. There shall be printed on the official ballot the words: "Shall (name of person against whom the recall petition is filed) be recalled from the office of (.....)?" Following such question shall be the words "Yes" and "No."

If recall petitions for more than one officer have been certified as sufficient to be placed on the ballot, the officers shall be listed in alphabetical order on the ballot. On such ballot, under the question or questions, there shall be printed, in alphabetical order, the names of those persons who have been nominated as candidates to succeed the person or persons sought to be recalled. Any qualified elector desiring to become a candidate at the recall election shall do so by petition, as required by Sections 3.1 and 5.1 of the Westminster Charter, which petition if presented to the City Clerk shall entitle the petitioner to have his or her name placed on the ballot. The name of the person sought to be recalled shall not appear on the ballot as a candidate for the office. If the majority of those voting on said question of the recall of any incumbent from office shall vote "NO," said incumbent shall continue in said office; if a majority shall vote "YES," such incumbent shall thereupon be deemed removed from such office upon the qualification of his or her successor.

(G) **Write-in Candidate Affidavit.** In a recall election, no write-in vote for any elective officer shall be counted unless an affidavit of intent has been filed with the City Clerk by the person whose name is written in indicating that such person desires the office and is qualified and eligible to assume the duties of that office if elected. Such affidavit of intent shall be filed by the close of business on the date set for the filing of nominating petitions for the recall election.

(H) **Vacancy.** If a vacancy occurs in said office after a recall election has been ordered, the election to fill the vacancy shall nevertheless proceed as in this section provided.

(I) **Notice.** At least ten (10) days before a recall election, the City Clerk shall publish notice in at least one newspaper having general circulation in the municipality, stating the day of the election, the hours during which the polls will be open unless it is a mail ballot election, naming the officer whose recall is to be voted upon, and listing the names of those candidates in alphabetical order nominated to

succeed the person sought to be recalled. Additionally, a copy of such notice shall be posted until after the election in a conspicuous place in the office of the City Clerk.

(J) **Effect of Recall.** No person who has been recalled or has resigned while recall proceedings were pending against him or her shall serve the City in any capacity within two (2) years after such removal or resignation.

7-1-11: SPECIAL ELECTIONS:

(A) Special elections shall be held when called by resolution of the Council at least forty (40) days in advance of such election, or when required by this Code, the Charter, or applicable statute. Any resolution calling a special election shall set forth the purpose of such election.

(B) The conduct of special elections shall be as nearly as practicable the same as for general elections.

7-1-12: PENALTIES FOR ELECTION OFFENSES: In addition to any penalties established for violation of this Code, it is the intention of the City Council to authorize the district attorneys of Adams and/or Jefferson County and the attorney general to prosecute violations of any election offenses occurring within the City as provided for in Part 15 of Article 10 of Title 31, C.R.S., regarding Election Offenses. The penalties for violation of these offenses shall be as established, from time to time, by the Colorado General Assembly.

7-1-13: FAIR CAMPAIGN PRACTICES ACT: All relevant provisions of the Fair Campaign Practices Act, found at Article 45 of Title 1, C.R.S., as amended from time to time, are herewith adopted and all candidates and committees in support of or in opposition to any municipal candidates or municipal issues, shall file documents and reports required under that Act with the City Clerk.

Section 2. Section 1-11-2, W.M.C., is hereby amended BY THE ADDITION OF A NEW SUBSECTION (E) to read as follows:

1-11-2: QUALIFICATIONS:

(E) ANY PERSONALLY IDENTIFYING INFORMATION, OTHER THAN NAME AND ADDRESS, PROVIDED BY A CANDIDATE FOR CITY COUNCIL, PURSUANT TO CHARTER SECTION 5.1(D) OR IN CONNECTION WITH A CANDIDATE PETITION OR APPLICATION FOR OFFICE, WILL BE DEEMED AS HAVING BEEN RECEIVED IN CONFIDENCE AND NOT SUBJECT TO DISCLOSURE UNDER THE COLORADO OPEN RECORDS ACT, EXCEPT AS MAY BE REQUIRED BY AN ORDER OF DISTRICT COURT. ANY SUCH PERSONALLY IDENTIFYING INFORMATION CONTAINED IN A REPORT, REQUIRED TO BE MAINTAINED PURSUANT TO CHARTER SECTION 5.1(D), SHALL BE REDACTED BY THE CITY CLERK PRIOR TO DISCLOSURE OF THE REMAINDER OF THE REPORT.

Section 3. Section 2-1-1, W.M.C., is hereby amended BY THE ADDITION OF A NEW SUBSECTION (G) to read as follows:

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

(G) ANY PERSONALLY IDENTIFYING INFORMATION, OTHER THAN NAME AND ADDRESS, PROVIDED BY A CANDIDATE FOR A BOARD OR COMMISSION, PURSUANT TO CHARTER SECTION 5.1(D) OR IN CONNECTION WITH AN APPLICATION FOR OFFICE, WILL BE DEEMED AS HAVING BEEN RECEIVED IN CONFIDENCE AND NOT SUBJECT TO DISCLOSURE UNDER THE COLORADO OPEN RECORDS ACT, EXCEPT AS MAY BE REQUIRED BY AN ORDER OF DISTRICT COURT. ANY SUCH PERSONALLY IDENTIFYING

INFORMATION CONTAINED IN A REPORT, REQUIRED TO BE MAINTAINED PURSUANT TO CHARTER SECTION 5.1(D), SHALL BE REDACTED BY THE CITY CLERK PRIOR TO DISCLOSURE OF THE REMAINDER OF THE REPORT.

Section 4. This ordinance shall take effect immediately upon passage.

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 23rd day of July 2007.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 13th day of August, 2007.

Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

City Clerk

City Attorney's Office



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
August 13, 2007



SUBJECT: Resolution No. 26 re Ambulance Fee Schedule

Prepared By: Randy Peterson, Emergency Medical Services Coordinator

Recommended City Council Action

Adopt Resolution No. 26 establishing the new ambulance fee schedule.

Summary Statement

- Staff has completed the annual survey of ambulance fees in the Denver-metro area, which is attached for City Councils review. The survey was sent to 15 agencies with 9 fire department transporting agencies responding. None of the private, non-municipal ambulance agencies were willing to disclose their fees for services that are typically much higher than fire based programs.
- After evaluation of the survey data Staff is recommending approval of an increase to maintain the user fee philosophy adopted by City Council in 1991 when the City started ambulance operations. These ambulance user fees are established at rates that will offset a substantial portion of the costs for the provision of emergency medical services.
- Staff is recommending new billing item, Advanced Life Support Level 2, which will help absorb the costs of new advanced medical procedures and equipment. In addition to this new charge, staff is recommending a \$50 increase in the Basic Life Support charge and a \$25 increase in the Advance Life Support Level 1 charge. The following is a comparison of the current and proposed Westminster ambulance fees, as well as the metro average.

<u>Service</u>	<u>Current</u>	<u>Proposed</u>	<u>Metro Average</u>
Basic Life Support Care	\$600	\$650	\$647
Advanced Life Support Care Level 1	\$700	\$725	\$709
Advanced Life Support Care Level 2	None	\$800	\$817
Mileage Charge	\$12	No Change	\$12
Oxygen Charge	\$50	No Change	\$49
Ortho/Spinal Immobilization Fee	\$65	No Change	\$62
Care Rendered/No Transport	\$150	No Change	\$131
Disposable Medical Supplies	\$100	No Change	\$78 / Itemized

- Westminster’s fees were last increased September 2006.

Expenditure Required: \$ 0

Source of Funds: N/A

Policy Issues

1. Does City Council want to continue the policy of a user fee-based ambulance operation and the maintenance of an ambulance fee structure roughly equal to the Denver-metro area average?
2. Should the City include an additional category for Advanced Life Support Level 2 to the ambulance billing structure?

Alternative

Leave the Ambulance Transport Fee Schedule unchanged. This will place the City below the Denver-metro average for ambulance service charges and eliminate potential cost recovery revenue of \$81,000 in 2008 to offset expenses within the program.

Background Information

The proposed fee increase for ambulance services will bring the City's rates in line with the Denver-metro area average. Projected annual ambulance revenues for 2008 are estimated to be \$2,144,000 with the approval of the new fee structure and projected ambulance transport activity. This is an increase in 2008 of approximately \$81,000 over the existing billing structure.

A new billing category, Advanced Life Support Level 2, has been added due to the addition of specialized emergency medical procedures across the metro area including the Westminster Fire Department. This new category will be used when an advanced life support procedure such as the bone drill is used to administer intravenous fluids or when three or more drugs are administered to the patient. While these new procedures are rapidly advancing the level of emergency care by the Fire Department, the cost for these new procedures is high. As an example a single bone drill unit costs around \$100.

The attached Ambulance Fee Survey is a two-part survey that includes base fees plus a set of sample patient scenarios. Staff has created this two-part survey in order to be as accurate as possible since different billing systems charge for the same procedure or service in different ways, i.e. some may charge a fee for IV therapy or they may include it in the Advanced Life Support charge or in a supply charge. There is also a significant difference in how the City and other agencies charge for disposable supplies. Many of the agencies in the Denver Metro area itemize the disposable supplies used, charging separately for each item, whereas the City bills these items as a flat fee. Depending on patient treatment this can create large differences in the actual amount charged to the patient.

Staff is not recommending a fee change for the Westminster Med Program in 2007. City Council increased fees for this program in 2005, and with so few agencies in the Denver-metro area offering this program, staff is comfortable with the current fees and doesn't see the need to increase them at this time.

Please note that the City Manager has authorization to increase fees up to 10%. While the recommended increases to the billing schedule do not exceed 10%, the inclusion of the new billing item, Advanced Life Support Level 2, requires formal adoption by City Council prior to implementation.

This recommendation supports in general the Strategic Plan goal of a "Safe and Secure Community," but more specifically it supports the objective "Revenues to support defined City services and service levels as a mature City" under the goal of a "Financially Sustainable City Government."

Respectfully submitted,

J. Brent McFall
City Manager
Attachment

RESOLUTION

RESOLUTION NO. **26**

INTRODUCED BY COUNCILLORS

SERIES OF 2007

A RESOLUTION ESTABLISHING A NEW AMBULANCE FEE SCHEDULE

WHEREAS, the Westminster Fire Department staffs and operates an advanced life support ambulance transport service; and

WHEREAS, in 2006 the City adopted a fee schedule after review of the metro area ambulance fee structures was completed; and

WHEREAS, City Council has directed staff to develop and maintain an ambulance membership program as a means to provide City residents preferential treatment with regard to ambulance billing; and

WHEREAS, the City's needs and philosophies in establishing an ambulance fee structure have been identified; and

WHEREAS, City Staff has completed another review of the metro area ambulance fee structures in 2007.

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

1. Residents and non-residents shall be billed according to an itemized rate structure for all emergency medical calls where a Westminster Fire Department ambulance is used to transport a patient to a hospital as follows:

- \$650 for Basic Life Support (BLS) level care;
- \$725 for Advanced Life Support (ALS) Care Level 1;
- \$800 for Advanced Life Support (ALS) Care Level 2;
- \$12 per mile transportation charge if received;
- \$50 for oxygen therapy if received;
- \$65 for ortho/spinal immobilization if received;
- \$150 for Care Rendered/No Transport;
- \$100 for disposable medical supplies.

2. If active ALS resuscitative efforts are undertaken that are ceased by a base station physician order and the patient is not transported, the patient shall be assessed both the Care Rendered/No transport and the Disposable Medical Supplies charge.

3. On emergency calls where three standard or any one invasive medical procedure is performed and the patient, patient's family or guardian then refuses ambulance transport to an area hospital, both the Care Rendered/No transport and the Disposable Medical Supplies charge will be applied.

4. If more than one patient is transported to a hospital by the Westminster Fire Department ambulance, all patients shall be assessed individually according to the fee structure listed above.

5. The Finance Director and the Fire Chief in mutual agreement may allow exceptions to this fee structure and forgive portions of an ambulance bill based solely on the documented ability to pay of the person responsible for paying the ambulance bill.

6. Uncollected portions of ambulance bills that are more than 60 days past due shall be subject to the following collection measure: Consignment to an outside collection agency.

7. The City may enter into contractual agreements with health care insurance provider organizations that set different rates than those listed above. Such agreements shall conform to all insurance laws and regulations recognized by the State of Colorado.

8. A City ambulance membership program (Westminster MED) shall be continued. The annual membership fee shall be \$25 for an individual and \$40 for a family. The annual fee shall represent the pre-payment of the uninsured portion of any City ambulance transport bill for an emergency medical condition. The City shall retain the right to bill and expect payment of benefits covered by the individual's insurance companies.

9. The City Manager shall have the authority to adjust ambulance fees up to 10% annually to address market conditions and/or operating costs.

PASSED AND ADOPTED this 13th day of August 2007.

ATTEST:

City Clerk

Mayor

	Evergreen Fire Rescue	Federal Hghts FD	Littleton FD	North Metro FA	North Wash FPD	Parker FPD	SWAC FPD	Thornton FD	West Metro FPD	Average	WFD	WFD Proposed
Fees												
Basic Life Support	\$700	\$550	\$550	\$575	\$750	\$675	\$600	\$790	\$560 resident; \$630 non-resident	\$647	\$600	\$650
Advanced Life Support (ALS) Level 1	\$865	\$650	\$575	\$645	\$750	\$675	\$700	\$790	\$660 resident; \$730 non-resident; \$660 treat and release	\$709	\$700	\$725
ALS Level 2	\$900	\$750	NO	NO	N/A	NO	\$800	NO	NO	\$817	NO	\$800
Mileage	\$16	\$12	\$10	\$10	\$15	\$11	\$12	\$10	\$11	\$12	\$12	No Change
Oxygen	\$50	\$40	\$45	\$40	\$50	\$50	\$50	\$50	\$50	\$47	\$50	No Change
Spinal Immobilization	NO	\$50	\$60	\$50	\$50	\$60	\$80	\$65	\$45	\$58	\$65	No Change
Disposable Medical Supplies	\$25	\$60	Itemized	Itemized	\$50 (BLS)) \$100 (ALS)	Itemized	\$100	N/A	NO	\$71	\$100	No Change

Scenarios												
Scenario A	No charge	\$200	No charge	\$75	\$329	No charge	\$350	\$283	No charge	\$247	\$300	No change
Scenario B	\$828	\$736	\$610	\$705	\$920	\$823	\$876	\$935	\$605 resident; \$675 non-resident	\$790	\$861	\$911
Scenario C	\$1,045	\$1,008	\$860	\$860	\$1,122	\$940	\$985	\$1,131	\$680 resident; \$750 non-resident	\$967	\$910	\$1,110
Scenario D	\$1,239	\$1,343	\$955	\$990	\$1,585	\$1,224	\$1,198	\$1,450	\$730 resident; \$800 non-resident	\$1,198	\$1,083	\$1,133

Note: No indicates a service not provided. N/A represents incomplete or unreported survey data. N/A and No charge amounts are not included in averages.

Scenario A: A diabetic patient who is hypoglycemic that refuses transport and is released on the scene. The patient receives the following procedures done by a Paramedic: Oxygen by nasal cannula at 4 lpm, 1 IV of normal saline with IV tubing and extension set tubing, 1 IV needle to establish the IV, bloods drawn with 4 blood tubes, 1 blood sugar reading using EMS glucometer, administration of 50% dextrose via the IV.

Scenario B: Routine minor accident with a patient transported to a local facility 8 miles, code 2. The patient receives the following procedures with a paramedic in attendance: Spinal immobilization on a long spine board, stiffneck collar, towel rolls and tape, and body straps.

Scenario C: Cardiac patient transported 5 miles code 3. Patient receives oxygen by non rebreather mask, 2 IV's established with normal saline complete with macro drip tubing, IV extension set, and two intravenous catheters, bloods drawn using four blood tubes, 12 lead EKG performed, Aspirin at 320mgs, Nitroglycerin given three times, Morphine Sulfate given (4mgs).

Scenario D: A traumatic cardiac arrest patient transported 14 miles code 3 to a trauma center. The patient receives the following procedures done by a Paramedic: Oral tracheal intubation and ventilation with bag valve mask, oral suctioning, two IV's of normal saline, complete with IV tubing and extension set tubing, four IV catheters required to establish the two IV's, bloods drawn with 4 blood tubes, cardiac monitor – three lead, spinal immobilization with long spine board, towel rolls, tape and straps.



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
August 13, 2007



SUBJECT: Resolution No. 27 Authorizing the Purchase of the 5.5 acre Church of Jesus Christ Latter-Day Saints Property on 100th Avenue next to the Northwest Corner of 100th Avenue and Simms Street

Prepared By: Heather Cronenberg, Open Space Coordinator

Recommended City Council Action

Adopt Resolution No. 27 authorizing the purchase of the approximately 5.5 acre parcel next to the northwest corner of 100th Avenue and Simms Street for \$785,000, with the City of Westminster and Jefferson County each paying 50% of the purchase price (\$392,500 per entity); and authorizing the City Manager to execute all documents required to close on the purchase of the property.

Summary Statement

- The Church of Jesus Christ Latter-Day Saints property is a Priority 1 acquisition for the City's Open Space Advisory Board.
- Acquisition would allow the City to protect a prominent area at the edge of the Westminster Hills Open Space, and also provide a buffer for the bald eagle nest across the street in Standley Lake Regional Park.
- Staff has negotiated the purchase of the approximately 5.5 acres located next to the BYU open space property at the northwest corner of 100th Avenue and Simms Street for a total purchase price of \$785,000 (or \$3.28 per square foot).
- The purchase is contingent on Jefferson County paying 50% of the purchase price. The City's contribution of \$392,500 is equivalent to \$1.64 per square foot.
- Jefferson County will transfer title to the property to Westminster, subject to a reversionary interest that provides the property will revert to Jefferson County if Westminster ceases to use the property for open space, park or recreational purposes.
- The Jefferson County Open Space Advisory Committee recommended that Jefferson County pay 50% of the purchase price, at its August 2, 2007 meeting.

Expenditure Required: \$392,500 plus closing costs not to exceed \$5,000

Source of Funds: Open Space Land Purchases Account

Policy Issue

Does City Council approve the use of the open space funds for the purchase of the 5.5 acre parcel next to the northwest corner of 100th Avenue and Simms Street, subject to Jefferson County's open space reverter clause?

Alternative

City Council could choose not to authorize the acquisition or the expenditure at this time. Staff does not support this option because Jefferson County is anticipated to pay 50% for the purchase price for this property. This contribution is necessary for the City to purchase this parcel. As a condition to financial participation, Jefferson County requires that the property be used only for open space, park or recreational purposes. If the City were to change the use of the property, the land would revert to Jefferson County. This is consistent with the City's desire to preserve this property as open space and staff feels this is a reasonable condition for Jefferson County's substantial financial participation.

Background Information

The Church of Jesus Christ Latter-Day Saints property is one of the final parcels needed to complete the assemblage of the Westminster Hills Open Space, an area of over 1,000 acres that the City has preserved on its western edge. This property is across the street from the Standley Lake Regional Park and an additional 2,300 acres of preserved land. The location of this property next to the recently purchased 11-acre BYU property at the corner of 100th Avenue and Simms Street is a crucial area to maintain the scenic vistas, wildlife habitat, shortgrass prairie and open feeling in this area. These lands are also bordered by open space lands owned by the federal government (Rocky Flats Wildlife Refuge), Jefferson, Broomfield and Boulder Counties, a huge expanse of public lands and public investment preserving the mountain backdrop. Preservation of this site will also help to buffer and protect the bald eagle nest, located across the street at Standley Lake Regional Park

BYU-Idaho received this property along with the 11-acre property to the east as a donation. BYU sold off the 11-acre property to the City of Westminster in 2006. This 5.5 acre property was deeded to the Church of Jesus Christ Latter-Day Saints and put on the market separate from the BYU property. The Church marketed this property for residential development and will continue to seek a buyer if the City and County do not purchase the land. The designation under the Comprehensive Land Use Plan is R 2.5, which allows up to 2.5 single family detached homes per acre. The purchase price for the property is the same value as determined by the City's appraisal. Land values for properties adjacent to open space are high, and the price of \$142,727 per acre or \$3.28 per square foot is market value.

This transaction is expressly contingent on Jefferson County providing funding for the purchase. The purchase agreement will be between Jefferson County and the Church of Jesus Christ Latter-Day Saints. Under the terms of the proposed transaction, Jefferson County will receive a deed for the property from the Mormon Church. Jefferson County will then deed the property to the City of Westminster subject to a reverter clause that provides the property will revert to Jefferson County if the property ceases to be located in Jefferson County, or if any portion of the property ceases to be used for any purpose other than for public open space, park or recreational purposes. In addition, Jefferson County will require that the City execute an environmental indemnification and hold harmless agreement.

The Open Space Advisory Board reviewed this proposed acquisition at its July 11, 2007 meeting and unanimously recommended approval. Staff believes this is an important purchase to protect the scenic backdrop and significant investments the City has made in preserving the Westminster Hills Open Space.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments -Resolution
-Vicinity Map

RESOLUTION

RESOLUTION NO. **27**

INTRODUCED BY COUNCILLORS

SERIES OF 2007

A RESOLUTION AUTHORIZING THE PURCHASE OF THE APPROXIMATELY 5.5 ACRE CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST LATTER-DAY SAINTS PROPERTY NEAR THE NORTHWEST CORNER OF 100TH AVENUE AND SIMMS STREET

WHEREAS, Jefferson County and the City of Westminster have negotiated with representatives of the Church of Jesus Christ Latter Day Saints (the Church) to purchase the approximately 5.5 acre parcel near the northwest corner of 100th Avenue and Simms Street (the "Property") for \$785,000; and

WHEREAS, the terms of the purchase provide that the City of Westminster will pay \$392,500 towards the purchase and Jefferson County shall pay \$392,500 towards the purchase of the Property; and

WHEREAS, as a condition to its participation, Jefferson County requires that the Property be conveyed to the City of Westminster with an open space reverter clause and that the City provide an environmental indemnification and hold harmless agreement.

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

Section 1: The City Council hereby authorizes the purchase of the Property for \$785,000, with the City of Westminster and Jefferson County each paying fifty percent (50%) of the purchase price or \$392,500 each.

Section 2: This authorization is expressly contingent on Jefferson County's participation in this transaction at the 50% level described in Section 1, above.

Section 3: The City Council authorizes the City Manager to sign the Environmental Indemnification and Hold Harmless Agreement required by Jefferson County, authorizes the reverter provision on the Commissioner's Deed from Jefferson County, and authorizes the City Manager to execute other required documentation to complete the purchase of the Property.

Section 4: This Resolution to be in full force and effect from and after its passage and approval.

PASSED AND ADOPTED this 13th day of August, 2007.

ATTEST:

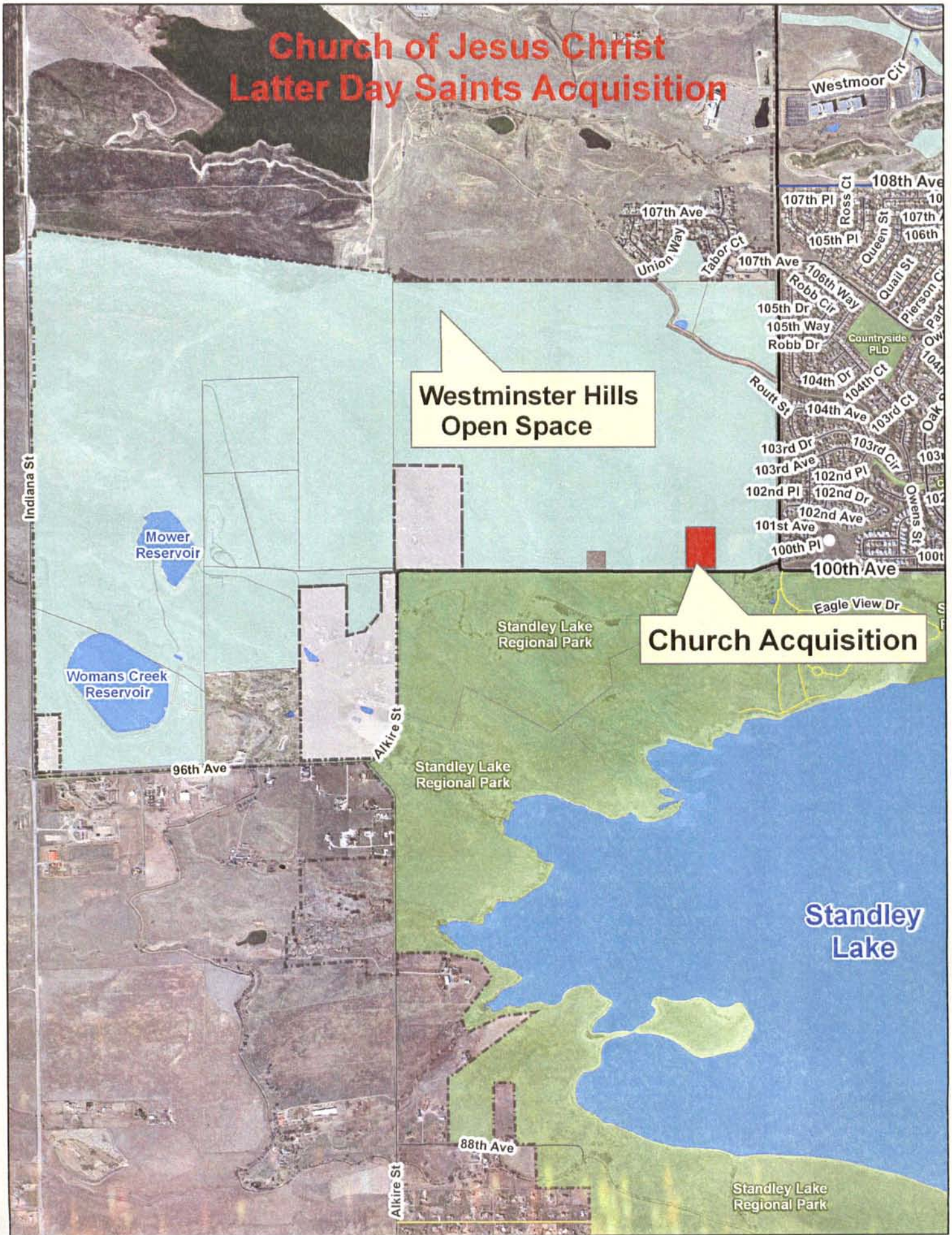
Mayor

City Clerk

Church of Jesus Christ Latter Day Saints Acquisition

Westminster Hills
Open Space

Church Acquisition





WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
August 13, 2007



SUBJECT: Councillor's Bill No. 45 re Cost Recovery for the Huron Street Improvements, West 128th Avenue to West 140th Avenue

Prepared By: Stephen C. Baumann, Assistant City Engineer

Recommended City Council Action

Pass Councillor's Bill No. 45 on first reading establishing recovery payments owed to the City for costs incurred in constructing improvements to Huron Street between 128th Avenue and 140th Avenue.

Summary Statement

- The improvements to Huron Street between 128th Avenue and 140th Avenue were completed in 2006 at an overall cost of \$13.9 million. Westminster Municipal Code allows the recovery of portions of those costs from the adjoining benefited properties.
- Costs of the project were categorized and evaluated according to guidelines in the Municipal Code to determine the level of assessment of those costs to properties that benefit from them. Generally, improvements that would normally be installed by the adjacent developer as a condition of development were included. The costs of improvements that have wide-ranging benefits, such as major structures, were excluded. The total cost was then apportioned among the City and the undeveloped properties on either side of Huron Street based on their frontage.
- The attached Councillor's Bill lists the qualifying costs and establishes the cost recovery mechanism for assessing those costs to the adjoining ownerships when they develop.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

Should the City Council establish a cost recovery for the Huron Street Improvements project and assess qualifying properties along Huron Street a proportionate share?

Alternative

City Council could elect to waive the assessment and collection of recoverable costs. This alternative is not recommended since these assessments are equivalent to those a developer would normally bear in developing a property along an arterial street.

Background Information

Construction of the Huron Street improvements between 128th Avenue and 140th Avenue was completed in summer of 2006, finishing an effort that began in 2001 with a contract covering preliminary design. The aggregate cost of the one and one-half miles of arterial street reconstruction is \$13.9 million and includes costs of engineering, right-of-way acquisition, utility relocation and construction. The municipal code provides authority for the City to recover portions of the project costs from properties that adjoin the project. The City is responsible for the remaining costs. The apportionment and assessment of these costs has its basis in the code requirements for properties to provide the infrastructure reasonably necessary to support their development. Project costs were compiled and apportioned among the City and the adjoining undeveloped properties based on the property frontages along Huron Street.

The attached Councillor's Bill will formally establish the recoverable costs that will be owed to the City by properties that adjoin Huron Street. They will be collected at the time these properties gain approval of a final plat.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment – Councillor's Bill

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **45**

SERIES OF 2007

INTRODUCED BY COUNCILLORS

**A BILL
FOR AN ORDINANCE ESTABLISHING COST RECOVERIES FOR CITY-CONSTRUCTED
PROJECT: HURON STREET IMPROVEMENTS, 128TH TO 140TH AVENUE**

WHEREAS, Westminster Municipal Code § 11-6-7(B)(1) provides that the City shall have the authority to allocate and recover the costs of construction of public improvements or facilities from property owners based on the benefit of such improvement, facility, or service to said owners; and

WHEREAS, Westminster Municipal Code § 11-6-7(B)(3) provides that the City Council shall provide by ordinance for the recovery of appropriate costs for public improvements, facilities, or services constructed by the City, and that said ordinance shall establish the nature and extent of the recoveries due to the City, and that such ordinance may include provisions for simple interest payable to the City; and

WHEREAS, Westminster Municipal Code § 11-6-7(E)(2)(a) provides that any ordinance establishing cost recovery obligations for City-constructed improvements shall include a list of properties to be charged with cost recovery for said improvements, that said ordinance shall be recorded in the real estate records of the counties in which the properties to be charged with cost recoveries are located and, if available, shall include a final statement of construction costs for the improvements subject to recovery or, otherwise, an estimate of construction costs for the improvements to be constructed until a final statement of construction costs for the improvements may be determined and recorded following the completion of the improvements; and

WHEREAS, the City completed the installation of roadway and utility improvements along the general alignment of Huron Street from 128th Avenue to 140th Avenue; and

WHEREAS, the City, through this ordinance, now wishes to establish a cost assessment recoverable from benefiting properties.

NOW, THEREFORE, THE CITY OF WESTMINSTER ORDAINS:

Section 1. The nature and extent of the recoverable costs owed to the City pursuant to this ordinance includes costs associated with the planning, design and construction of improvements to Huron Street between 128th Avenue and 140th Avenue listed and summarized in Exhibit A, attached hereto and incorporated herein by this reference, and those costs (the "Recoverable Construction Costs") will be assessed at the rate of \$418 per linear foot of property in the City with frontage on Huron Street.

Section 2. The nature and extent of the recoverable costs owed to the City pursuant to this ordinance also includes costs associated with right-of-way acquisition necessary to complete the improvements to Huron Street between 128th Avenue and 140th Avenue, and those costs (the "Recoverable Right-of Way Costs") will be assessed on a property-by-property basis in accordance with the dedication requirements pursuant to W.M.C. §§ 11-6-1 (A) and 11-6-2 (C), (G), and (I).

Section 3. The properties (the "Assessed Properties") described in Exhibit B, attached hereto and incorporated herein by this reference, are hereby assessed the Recoverable Costs noted in Exhibit B. The Recoverable Costs shall be due and payable in accordance with the provisions of W.M.C. § 11-6-7, as the same may be amended.

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

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

Section 6. The City Clerk shall cause a copy of this ordinance to be recorded in the real estate records of Adams County immediately following its enactment after second reading.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 13th day of August, 2007.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 27th day of August, 2007.

Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

City Clerk

City Attorney's Office

**Recoverable Costs for Huron Street, 128th-140th Ave
Construction Cost Apportionment Summary
July, 2007**

Project Expense	Cost	Applicable Portion	Remarks
Preliminary Design Engineering	\$150,000	\$150,000	Contract with Sear-Brown
Final Design Engineering	\$767,000	\$767,000	Contract and amendments with FHU
Right-of-way costs	\$1,269,263	tbd	Applicable portion to be determined site-by-site.
Construction Costs	\$9,950,242	\$7,547,458	Spreadsheet attached. Excludes all structure costs
Underground OH elec, comm, cable	\$449,736	\$449,736	Both sides Huron Street, 128th-140th
Street lighting	\$313,294	\$313,294	Both sides Huron Street, 128th-140th
Construction Engineering	\$1,107,801	\$1,107,801	Contract and amendments with FHU
Total Costs	\$13,857,337	\$10,335,289	
Total project length (feet)		8250	Huron St. from 128th Avenue to 140th Avenue
Cost per foot (full width)		\$1,253	Applicable Portion divided by length of project
Cost share per foot of frontage		\$418	Apportioned 1/3 each: Dev'r Lt; City; Dev'r Rt.

Huron Street Improvements, 128th Avenue to 140th Avenue--Construction Cost Apportionment

Part 1--Bid Items in Original Contract

ITEM NUMBER	ITEM DESCRIPTION	UNIT	AS-BUILT QTY.	UNIT PRICE	AS-BUILT AMOUNT	RECOVERY FACTOR	RECOVERABLE AMOUNT
1	CLEARING AND GRUBBING	LS	1	\$40,000.00	\$40,000.00	1	\$40,000.00
2	REMOVAL OF TRAFFIC SIGNAL EQUIPMENT	LS	1	\$2,500.00	\$2,500.00	1	\$2,500.00
3	REMOVAL OF GROUND SIGN	EA	4	\$55.00	\$220.00	1	\$220.00
4	REMOVAL OF SIGN PANEL	EA	0	\$55.00	\$0.00	1	\$0.00
5	REMOVAL OF ASPHALT MAT	SY	40,246	\$2.50	\$100,615.00	1	\$100,615.00
6	REMOVAL OF GUTTER	SY	69	\$5.80	\$400.20	1	\$400.20
7	REMOVAL OF SIDEWALK	SY	1,706	\$2.25	\$3,838.73	1	\$3,838.73
8	REMOVAL OF CURB AND GUTTER	LF	1,980	\$1.25	\$2,475.00	1	\$2,475.00
9	REMOVAL OF MEDIAN COVER	SY	309	\$3.50	\$1,080.49	1	\$1,080.49
10	REMOVAL OF FENCE	LF	2,738	\$0.70	\$1,916.60	1	\$1,916.60
11	REMOVAL OF FIRE HYDRANT	EA	4	\$630.04	\$2,520.16	1	\$2,520.16
12	REMOVAL OF PIPE	LF	533	\$15.00	\$7,987.50	1	\$7,987.50
13	REMOVAL OF PIPE-WATER (ACP)	LF	394	\$45.00	\$17,730.00	1	\$17,730.00
14	REMOVAL OF PIPE-WATER (NON-ACP)	LF	881	\$10.00	\$8,812.50	1	\$8,812.50
15	REMOVAL OF END SECTION	EA	2	\$140.00	\$280.00	1	\$280.00
16	REMOVAL OF MASONRY WALL	EA	1	\$1,200.00	\$1,200.00	1	\$1,200.00
17	REMOVAL PORTIONS PRESENT STRUCTURES	EA	1	\$7,500.00	\$7,500.00	1	\$7,500.00
18	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	\$15,000.00	\$15,000.00	1	\$15,000.00
19	REMOVAL OF RIPRAP	CY	4	\$12.00	\$48.00	1	\$48.00
20	ABANDON WELL	EA	5	\$2,000.00	\$10,000.00	1	\$10,000.00
21	PLUG STRUCTURE (Sanitary Manhole)	EA	2	\$1,600.00	\$3,200.00	1	\$3,200.00
22	CLEAN CULVERT	EA	9	\$1,000.00	\$9,000.00	1	\$9,000.00
23	POTHOLING	HR	186	\$180.00	\$33,525.00	1	\$33,525.00
24	DOZING (Landscaping)	HR	16	\$125.00	\$1,937.50	1	\$1,937.50
25	EMBANKMENT MATERIAL (CIP)	CY	127,200	\$5.20	\$661,440.00	1	\$661,440.00
26	STRUCTURE EXCAVATION	CY	5,349	\$2.50	\$13,372.50	0	\$0.00
27	STRUCTURE BACKFILL (Special)	CY	954	\$32.00	\$30,528.00	0	\$0.00
28	STRUCTURE BACKFILL (CI 1)	CY	3,509	\$15.50	\$54,389.50	0	\$0.00
29	STRUCTURE BACKFILL (CI 2)	CY	214	\$14.00	\$2,998.80	0	\$0.00
30	STRUCTURE BACKFILL (Flow-Fill)	CY	9	\$80.00	\$688.00	0	\$0.00
31	BED COURSE MATERIAL	CY	0	\$28.00	\$0.00	1	\$0.00
32	FILTER MATERIAL (Class A)	CY	781	\$26.75	\$20,885.33	0	\$0.00
33	SHORING	LS	1	\$35,000.00	\$35,000.00	0	\$0.00
34	TOPSOIL	CY	3,000	\$3.00	\$9,000.00	1	\$9,000.00
35	STOCKPILE TOPSOIL	CY	1,836	\$1.50	\$2,754.00	1	\$2,754.00
36	WETLAND TOPSOIL	CY	1,400	\$6.00	\$8,400.00	1	\$8,400.00
37	SILT FENCE	LF	11,819	\$0.85	\$10,046.15	1	\$10,046.15
38	CONCRETE WASHOUT STRUCTURE	EA	1	\$850.00	\$850.00	1	\$850.00
39	STORM DRAIN INLET PROTECTION (Drop Inlet)	EA	5	\$125.00	\$625.00	1	\$625.00
40	STORM DRAIN INLET PROTECTION (Curb Inlet)	EA	31	\$85.00	\$2,635.00	1	\$2,635.00
41	STABILIZED CONSTRUCTION ENTRANCE	EA	5	\$900.00	\$4,500.00	1	\$4,500.00
42	SEDIMENT REMOVAL AND DISPOSAL	LS	1	\$2,400.00	\$2,400.00	1	\$2,400.00
43	EROSION CONTROL SUPERVISOR	LS	1	\$6,500.00	\$6,500.00	1	\$6,500.00
44	RESET GROUND SIGN	EA	6	\$100.00	\$550.00	1	\$550.00
45	RESET FIRE PREEMPTION UNIT AND TYPED	EA	2	\$500.00	\$1,000.00	1	\$1,000.00
46	RESET INTERSECTION DETECTION SYS (Camera)	EA	4	\$500.00	\$2,000.00	1	\$2,000.00
47	RESET MAILBOX	EA	2	\$125.00	\$250.00	1	\$250.00
48	RESET GATE	EA	3	\$229.00	\$687.00	1	\$687.00
49	RESET FENCE (CHAIN LINK)	LF	938	\$6.65	\$6,239.36	1	\$6,239.36
50	RESET STRUCTURE	EA	1	\$6,000.00	\$6,000.00	1	\$6,000.00
51	RELAY PIPE (48 INCH)	LF	90	\$80.00	\$7,200.00	1	\$7,200.00
52	ADJUST MANHOLE	EA	3	\$850.00	\$2,550.00	1	\$2,550.00
53	MODIFY INLET	EA	1	\$2,300.00	\$2,300.00	1	\$2,300.00
54	ADJUST MANHOLE (Sanitary)	EA	23	\$550.00	\$12,650.00	1	\$12,650.00
55	ADJUST MANHOLE (Water)	EA	11	\$450.00	\$4,950.00	1	\$4,950.00
56	ADJUST VALVE BOX (Water)	EA	21	\$175.00	\$3,675.00	1	\$3,675.00
57	MODIFY MANHOLE (Sanitary)	EA	2	\$1,750.00	\$3,500.00	1	\$3,500.00
58	RESET AIR VENT	EA	4	\$1,150.00	\$4,600.00	1	\$4,600.00

Huron Street Improvements, 128th Avenue to 140th Avenue--Construction Cost Apportionment

ITEM NUMBER	ITEM DESCRIPTION	UNIT	AS-BUILT QTY.	UNIT PRICE	AS-BUILT AMOUNT	RECOVERY FACTOR	RECOVERABLE AMOUNT
59	RESET WATER METER	EA	1	\$1,500.00	\$1,500.00	1	\$1,500.00
60	RESET WATER SERVICE	EA	2	\$1,500.00	\$3,000.00	1	\$3,000.00
61	DEWATERING	LS	1	\$14,000.00	\$14,000.00	0	\$0.00
62	SOIL PREPARATION (Special)	ACRE	4	\$3,700.00	\$15,244.00	1	\$15,244.00
63	SEEDING PASTURE LAWN	ACRE	1	\$225.00	\$255.15	1	\$255.15
64	SEEDING (NATIVE)	ACRE	14	\$452.00	\$6,251.16	1	\$6,251.16
65	MULCHING (Weed Free Native Hay or Straw)	ACRE	16	\$305.00	\$4,819.00	1	\$4,819.00
66	BIOSOL	LBS	2,160	\$0.40	\$864.00	1	\$864.00
67	ENDONET MYCORRHIZA	LBS	84	\$130.00	\$10,920.00	1	\$10,920.00
68	MULCH TACKIFIER	LB	2,740	\$1.95	\$5,343.00	1	\$5,343.00
69	MULCHING (COBBLE)	CF	23,931	\$1.25	\$29,914.24	1	\$29,914.24
70	METAL LANDSCAPE BORDER	LF	650	\$5.00	\$3,250.00	1	\$3,250.00
71	DECIDUOUS TREE (1 Gal.)	EA	23	\$35.00	\$805.00	1	\$805.00
72	DECIDUOUS TREE (3 inch Cal.)	EA	167	\$425.27	\$71,020.09	1	\$71,020.09
73	DECIDUOUS TREE (8-10 Ft Ht.)	EA	110	\$322.00	\$35,420.00	1	\$35,420.00
74	EVERGREEN TREE (8-10 Ft Ht.)	EA	36	\$346.00	\$12,456.00	1	\$12,456.00
75	SHRUBS (No. 1)	EA	484	\$15.00	\$7,260.00	1	\$7,260.00
76	SHRUBS (No. 5)	EA	2,846	\$20.69	\$58,883.74	1	\$58,883.74
77	GROUND COVERS (Vines, Perennials)	EA	6,270	\$2.01	\$12,602.70	1	\$12,602.70
78	LANDSCAPE RESTORATION	LS	1	\$10,000.00	\$7,011.00	1	\$7,011.00
79	LANDSCAPE MAINTENANCE (Median)	LS	1	\$8,500.00	\$8,500.00	1	\$8,500.00
80	LANDSCAPE MAINTENANCE (Casa De Vista)	LS	0	\$9,500.00	\$0.00	1	\$0.00
81	LANDSCAPE MAINTENANCE (Quail Crossing)	LS	1	\$9,500.00	\$9,500.00	1	\$9,500.00
82	LANDSCAPE MAINT (Lexington Frontage)	LS	1	\$11,500.00	\$11,500.00	1	\$11,500.00
83	136TH AVENUE PARTIAL MEDIAN	LS	1	\$20,000.00	\$20,000.00	1	\$20,000.00
84	SOIL RETENTION BLANKET (Special)	SY	456	\$5.50	\$2,508.00	1	\$2,508.00
85	SOIL RETENTION BLANKET (Straw / Coconut)	SY	3,232	\$1.06	\$3,426.25	1	\$3,426.25
86	AGGREGATE BASE COURSE (Class 6)	TON	533	\$12.00	\$6,390.36	1	\$6,390.36
87	HBP (Patching) (Asphalt)	TON	509	\$85.00	\$43,304.10	1	\$43,304.10
88	HBP (Gr SX)(Asphalt)(75)(PG 64-28)	TON	8,627	\$35.50	\$306,249.27	1	\$306,249.27
89	HBP (Gr S)(Asphalt)(75)(PG 64-22)	TON	42,472	\$28.50	\$1,210,437.75	1	\$1,210,437.75
90	EMULSIFIED ASPHALT (Slow Setting)	GAL	9,401	\$0.65	\$6,110.65	1	\$6,110.65
91	CONCRETE PAVEMENT (6 inch)	SY	231	\$30.00	\$6,918.00	1	\$6,918.00
92	GEOMEMBRANE	SY	0	\$4.25	\$0.00	1	\$0.00
93	GEOTEXTILE (Erosion Control)(Class A)	SY	232	\$3.00	\$695.70	1	\$695.70
94	GEOTEXTILE (Drainage)(Class A)	SY	703	\$1.40	\$984.06	1	\$984.06
95	GEOTEXTILE (SEPARATOR)(CLASS A)	SY	3,009	\$1.30	\$3,911.18	1	\$3,911.18
96	PILE TIP	EA	42	\$75.00	\$3,150.00	0	\$0.00
97	STEEL PILING (HP 12x53)	LF	370	\$32.00	\$11,827.52	0	\$0.00
98	STEEL PILING (HP 12x74)	LF	1,295	\$35.00	\$45,316.60	0	\$0.00
99	DRILLED CAISSON (42 inch)	LF	478	\$135.00	\$64,462.50	0	\$0.00
100	GROUTED ROCK WALL	SF	325	\$39.00	\$12,675.00	0	\$0.00
101	RIPRAP (12 inch)	CY	1,761	\$50.00	\$88,058.50	1	\$88,058.50
102	RIPRAP (18 inch)	CY	3,797	\$44.00	\$167,065.36	1	\$167,065.36
103	RIPRAP (24 inch)(Special)	CY	270	\$250.00	\$67,500.00	1	\$67,500.00
104	RIPRAP (36 inch)(Special)	CY	25	\$300.00	\$7,500.00	1	\$7,500.00
105	CONC SLOPE & DITCH PAVING (Reinforced)	CY	25	\$275.00	\$6,985.00	1	\$6,985.00
106	STRUCTURAL STEEL (Item deleted and Paid as WDC below)	LB	11,952	\$2.00	\$23,904.00	0	\$0.00
107	ARCHITECTURAL STEEL TRUSSES	LS	1	\$85,000.00	\$85,000.00	0	\$0.00
108	PIPE RAILING	LF	992	\$40.00	\$39,664.80	0	\$0.00
109	PEDESTRIAN FENCE	LF	452	\$405.00	\$183,060.00	0	\$0.00
110	WATERPROOFING (MEMBRANE)	SY	1,754	\$6.95	\$12,190.30	0	\$0.00
111	CONCRETE SEALER	SY	1,199	\$3.50	\$4,196.50	0	\$0.00
112	BRIDGE EXPANSION DEVICE (0-4 inch)	LF	136	\$150.00	\$20,400.00	0	\$0.00
113	WATER STOP (Bentonite / Butyl Rubber)	LF	252	\$3.25	\$819.00	0	\$0.00
114	WATER STOP (6 inch)	LF	109	\$3.00	\$327.00	0	\$0.00
115	CONCRETE CLASS B	CY	65	\$475.00	\$30,794.25	0	\$0.00
116	CONCRETE CLASS D (Bridge)	CY	1,783	\$250.00	\$445,750.00	0	\$0.00
117	CONCRETE CLASS D (Box Culvert)	CY	799	\$300.00	\$239,700.00	0	\$0.00

Huron Street Improvements, 128th Avenue to 140th Avenue--Construction Cost Apportionment

ITEM NUMBER	ITEM DESCRIPTION	UNIT	AS-BUILT QTY.	UNIT PRICE	AS-BUILT AMOUNT	RECOVERY FACTOR	RECOVERABLE AMOUNT
118	CONCRETE CLASS D (Wall)	CY	657	\$300.00	\$197,100.00	0	\$0.00
119	STRUCTURAL CONCRETE COATING	SY	2,647	\$22.75	\$60,219.25	0	\$0.00
120	REINFORCING STEEL	LB	321,210	\$0.62	\$199,150.20	0	\$0.00
121	REINFORCING STEEL (Epoxy Coated)	LB	276,520	\$0.77	\$212,920.40	0	\$0.00
122	18 inch REINFORCED CONCRETE PIPE	LF	3,116	\$28.00	\$87,242.40	1	\$87,242.40
123	24 inch REINFORCED CONCRETE PIPE	LF	1,891	\$34.00	\$64,287.20	1	\$64,287.20
124	30 inch REINFORCED CONCRETE PIPE	LF	1,794	\$44.00	\$78,953.60	1	\$78,953.60
125	36 inch REINFORCED CONCRETE PIPE	LF	1,521	\$54.00	\$82,107.00	1	\$82,107.00
126	48 inch REINFORCED CONCRETE PIPE	LF	506	\$78.00	\$39,468.00	1	\$39,468.00
127	23x14 in RCP ELLIPTICAL	LF	117	\$45.00	\$5,283.00	1	\$5,283.00
128	30x19 in RCP ELLIPTICAL	LF	159	\$55.00	\$8,745.00	1	\$8,745.00
129	45x29 in RCP ELLIPTICAL	LF	249	\$83.00	\$20,691.90	1	\$20,691.90
130	53x34 in RCP ELLIPTICAL	LF	352	\$102.00	\$35,863.20	1	\$35,863.20
131	18 in REINFORCED CONCRETE END SECTION	EA	1	\$530.00	\$530.00	1	\$530.00
132	24 in REINFORCED CONCRETE END SECTION	EA	5	\$570.00	\$2,992.50	1	\$2,992.50
133	48 in REINFORCED CONCRETE END SECTION	EA	1	\$1,300.00	\$1,300.00	1	\$1,300.00
134	30x19 in RC END SECTION ELLIPTICAL	EA	2	\$560.00	\$1,120.00	1	\$1,120.00
135	PLASTIC PIPE (12 inch)	LF	20	\$50.00	\$1,000.00	1	\$1,000.00
136	BEND-SANITARY (DIP) (11 1/4 DEG.-8 INCH)	EA	8	\$175.00	\$1,400.00	1	\$1,400.00
137	BEND-SANITARY (DIP) (11 1/4 DEG.-12 INCH)	EA	4	\$340.00	\$1,360.00	1	\$1,360.00
138	BEND-SANITARY (DIP) (11 1/4 DEG.-18 INCH)	EA	0	\$1,100.00	\$0.00	1	\$0.00
139	PIPE SANITARY (PVC-C900)(8 inch)	LF	854	\$110.00	\$93,940.00	1	\$93,940.00
140	PIPE SANITARY (PVC-C900)(12 inch)	LF	282	\$115.00	\$32,430.00	1	\$32,430.00
141	PIPE SANITARY (PVC-C900)(18 inch)	LF	0	\$100.00	\$0.00	1	\$0.00
142	PIPE SANITARY (PVC-SDR35)(8 inch)	LF	149	\$50.00	\$7,450.00	1	\$7,450.00
143	PIPE SANITARY (PVC-SDR35)(12 inch)	LF	50	\$85.00	\$4,250.00	1	\$4,250.00
144	PIPE SANITARY (PVC-SDR35)(18 inch)	LF	125	\$65.00	\$8,125.00	1	\$8,125.00
145	INLET TYPE C (5 Foot)	EA	1	\$1,450.00	\$1,450.00	1	\$1,450.00
146	INLET TYPE C (10 Foot)	EA	1	\$2,100.00	\$2,100.00	1	\$2,100.00
147	INLET TYPE D (5 Foot)	EA	2	\$2,300.00	\$4,600.00	1	\$4,600.00
148	INLET TYPE D (10 Foot)	EA	2	\$3,100.00	\$6,200.00	1	\$6,200.00
149	INLET TYPE R L 5 (5 Foot)	EA	7	\$2,650.00	\$18,550.00	1	\$18,550.00
150	INLET TYPE R L 5 (10 Foot)	EA	5	\$3,350.00	\$16,750.00	1	\$16,750.00
151	INLET TYPE R L 5 (15 Foot)	EA	1	\$5,100.00	\$5,100.00	1	\$5,100.00
152	INLET TYPE R L 5 (20 Foot)	EA	1	\$8,600.00	\$8,600.00	1	\$8,600.00
153	INLET TYPE R L 10 (5 Foot)	EA	5	\$4,000.00	\$20,000.00	1	\$20,000.00
154	INLET TYPE R L 10 (10 Foot)	EA	1	\$5,000.00	\$5,000.00	1	\$5,000.00
155	INLET TYPE R L 10 (15 Foot)	EA	0	\$6,950.00	\$0.00	1	\$0.00
156	INLET TYPE R L 10 (20 Foot)	EA	1	\$9,450.00	\$9,450.00	1	\$9,450.00
157	INLET TYPE R L5 (Special) (15 Foot)	EA	1	\$11,700.00	\$11,700.00	1	\$11,700.00
158	INLET TYPE R L10 (Special) (10 Foot)	EA	5	\$6,400.00	\$32,000.00	1	\$32,000.00
159	INLET TYPE 16 SINGLE (5 Foot)	EA	2	\$2,300.00	\$4,600.00	1	\$4,600.00
160	INLET TYPE 16 DOUBLE (5 Foot)	EA	1	\$3,600.00	\$3,600.00	1	\$3,600.00
161	INLET TYPE 16 DOUBLE (10 Foot) (Special)	EA	3	\$4,450.00	\$13,350.00	1	\$13,350.00
162	MANHOLE SLAB BASE (5 Foot)	EA	4	\$2,200.00	\$8,800.00	1	\$8,800.00
163	MANHOLE SLAB BASE (10 Foot)	EA	8	\$2,600.00	\$20,800.00	1	\$20,800.00
164	MANHOLE SLAB BASE (15 Foot)	EA	2	\$3,500.00	\$7,000.00	1	\$7,000.00
165	MANHOLE BOX BASE (10 Foot)	EA	1	\$6,300.00	\$6,300.00	1	\$6,300.00
166	MANHOLE BOX BASE (10 FOOT) (SPECIAL)	EA	1	\$7,150.00	\$7,150.00	1	\$7,150.00
167	MANHOLE-SANITARY SLAB BASE (10 FOOT)	EA	1	\$4,800.00	\$4,800.00	1	\$4,800.00
168	MANHOLE-SANITARY SLAB BASE (20 FOOT)	EA	1	\$7,000.00	\$7,000.00	1	\$7,000.00
169	MANHOLE-WATER BLOW OFF/DRAIN ASSEMBLY	EA	5	\$4,000.00	\$20,000.00	1	\$20,000.00
170	PRV PACKAGE AND VAULT	EA	1	\$80,000.00	\$80,000.00	1	\$80,000.00
171	SIPHON INLET/OUTLET STRUCTURE (SANITARY)	EA	2	\$13,000.00	\$26,000.00	1	\$26,000.00

Huron Street Improvements, 128th Avenue to 140th Avenue--Construction Cost Apportionment

ITEM NUMBER	ITEM DESCRIPTION	UNIT	AS-BUILT QTY.	UNIT PRICE	AS-BUILT AMOUNT	RECOVERY FACTOR	RECOVERABLE AMOUNT
172	THRUST WALL ASSY-WATER LINE (CONCRETE)	EA	8	\$3,200.00	\$25,600.00	1	\$25,600.00
173	SUBSURFACE DRAIN OUTLET	LF	18	\$10.00	\$180.00	1	\$180.00
174	BRIDGE RAIL (SPECIAL)	LF	505	\$125.00	\$63,125.00	0	\$0.00
175	FENCE (COMBINATION WIRE w/METAL POSTS)	LF	1,566	\$2.85	\$4,461.68	1	\$4,461.68
176	FENCE (CHAIN LINK) (72 INCH)	LF	0	\$21.60	\$0.00	1	\$0.00
177	FENCE, VINYL	LF	1,266	\$31.55	\$39,941.04	1	\$39,941.04
178	MASONRY COLUMNS	EA	18	\$1,499.75	\$26,995.50	1	\$26,995.50
179	CONCRETE SIDEWALK (6 INCH)	SY	16,743	\$20.00	\$334,866.60	1	\$334,866.60
180	CONCRETE CURB RAMP	SY	205	\$55.00	\$11,264.00	1	\$11,264.00
181	SIDEWALK DRAIN	EA	1	\$1,800.00	\$1,800.00	1	\$1,800.00
182	CURB (TYPE 2) (SECTION B)	LF	282	\$13.00	\$3,666.00	1	\$3,666.00
183	GUTTER (TYPE 2) (4 FT)	LF	111	\$16.00	\$1,776.00	1	\$1,776.00
184	GUTTER (TYPE 2) (8 FT)	LF	128	\$26.00	\$3,328.00	1	\$3,328.00
185	CURB AND GUTTER (TYPE 2) (SECTION IB)	LF	15,209	\$7.00	\$106,463.00	1	\$106,463.00
186	CURB AND GUTTER (TYPE 2) (SECTION IIB)	LF	16,786	\$10.00	\$167,855.00	1	\$167,855.00
187	MEDIAN COVER (PATTERNED CONCRETE)	SF	20,330	\$5.00	\$101,647.50	1	\$101,647.50
188	MEDIAN EDGING (PATTERNED CONCRETE)	LF	12,827	\$13.00	\$166,747.10	1	\$166,747.10
189	DELINEATOR (TYPE II)	EA	24	\$13.00	\$312.00	1	\$312.00
190	2 INCH ELECTRICAL CONDUIT (PLASTIC)	LF	1,135	\$10.00	\$11,350.00	1	\$11,350.00
191	3 INCH ELECTRICAL CONDUIT (PLASTIC)	LF	491	\$15.00	\$7,365.00	1	\$7,365.00
192	1 INCH ELECTRICAL CONDUIT (GALVANIZED)	LF	334	\$10.00	\$3,341.00	1	\$3,341.00
193	2 INCH ELECTRICAL CONDUIT (GALVANIZED)	LF	1,160	\$8.00	\$9,280.00	1	\$9,280.00
194	PENDANT LUMINAIRE	EA	2	\$2,600.00	\$5,200.00	0	\$0.00
195	LUMINAIRE (WALL TYPE)	EA	4	\$1,000.00	\$4,000.00	0	\$0.00
196	SIGN PANEL (CLASS I)	SF	352	\$13.00	\$4,576.00	1	\$4,576.00
197	STEEL SIGN POST (2X2 TUBING)	LF	577	\$9.75	\$5,625.75	1	\$5,625.75
198	ILLUMINATED SIGN	EA	4	\$2,500.00	\$10,000.00	1	\$10,000.00
199	PEDESTRIAN SIGNAL FACE (16)(COUNT DOWN)	EA	8	\$700.00	\$5,600.00	1	\$5,600.00
200	TRAFFIC SIGNAL FACE (12-12-12)	EA	20	\$700.00	\$14,000.00	1	\$14,000.00
201	PEDESTRIAN PUSH BUTTON	EA	8	\$100.00	\$800.00	1	\$800.00
202	BARRICADE (TYPE 3 F-B)	EA	0	\$900.00	\$0.00	1	\$0.00
203	TRAFFIC SIGNAL/LIGHT POLE STEEL (1 MAST ARM)	EA	4	\$12,000.00	\$48,000.00	1	\$48,000.00
204	FIBER OPTIC CONDUIT (INCL FIBER OPTIC ENCL.)	LF	8,037	\$5.00	\$40,185.00	1	\$40,185.00
205	PHONE CONDUIT AND CABLE FOR MASTER	LF	0	\$30.00	\$0.00	1	\$0.00
206	DETOUR CULVERT PIPE	LF	0	\$40.00	\$0.00	1	\$0.00
207	PRESTRESSED CONCRETE I GIRDERS (BT 42)	LF	2,095	\$110.00	\$230,450.00	0	\$0.00
208	PRESTRESSED CONCRETE DOUBLE TEE	LF	117	\$160.00	\$18,720.00	0	\$0.00
209	BEND - WATER (DIP) (22 1/2 DEG - 6 INCH)	EA	0	\$110.00	\$0.00	1	\$0.00
210	BEND - WATER (DIP) (22 1/2 DEG - 8 INCH)	EA	0	\$155.00	\$0.00	1	\$0.00
211	BEND - WATER (DIP) (22 1/2 DEG - 16 INCH)	EA	1	\$540.00	\$540.00	1	\$540.00
212	BEND - WATER (DIP) (45 DEG - 06 INCH)	EA	0	\$110.00	\$0.00	1	\$0.00
213	BEND - WATER (DIP) (45 DEG - 08 INCH)	EA	4	\$150.00	\$600.00	1	\$600.00
214	BEND - WATER (DIP) (45 DEG - 12 INCH)	EA	7	\$275.00	\$1,925.00	1	\$1,925.00
215	BEND - WATER (DIP) (45 DEG - 16 INCH)	EA	7	\$535.00	\$3,745.00	1	\$3,745.00
216	BEND - WATER (DIP) (90 DEG - 06 INCH)	EA	1	\$115.00	\$115.00	1	\$115.00
217	BEND - WATER (DIP) (90 DEG - 08 INCH)	EA	1	\$160.00	\$160.00	1	\$160.00
218	BEND - WATER (DIP) (90 DEG - 12 INCH)	EA	0	\$300.00	\$0.00	1	\$0.00
219	BEND - WATER (DIP) (90 DEG - 24 INCH)	EA	7	\$2,000.00	\$14,000.00	1	\$14,000.00
220	BEND - WATER (DIP) (90 DEG - 30 INCH)	EA	4	\$3,500.00	\$14,000.00	1	\$14,000.00
221	BLOW-OFF ASSEMBLY	EA	8	\$1,100.00	\$8,800.00	1	\$8,800.00
222	BULKHEAD - WATER (TEMPORARY) (12 inch)	EA	0	\$90.00	\$0.00	1	\$0.00

Huron Street Improvements, 128th Avenue to 140th Avenue--Construction Cost Apportionment

ITEM NUMBER	ITEM DESCRIPTION	UNIT	AS-BUILT QTY.	UNIT PRICE	AS-BUILT AMOUNT	RECOVERY FACTOR	RECOVERABLE AMOUNT
223	BULKHEAD - WATER (TEMPORARY) (24 inch)	EA	2	\$530.00	\$1,060.00	1	\$1,060.00
224	BULKHEAD - WATER (TEMPORARY) (30 inch)	EA	0	\$1,100.00	\$0.00	1	\$0.00
225	CAP - WATER (DIP) (RESTR MECH JOINT) (8 in)	EA	4	\$75.00	\$300.00	1	\$300.00
226	CAP - WATER (DIP) (RESTR MECH JOINT) (12 in)	EA	6	\$135.00	\$810.00	1	\$810.00
227	CAP - WATER (DIP) (RESTR MECH JOINT) (16 in)	EA	3	\$290.00	\$870.00	1	\$870.00
228	CAP - WATER (DIP) (RESTR MECH JOINT) (24 in)	EA	0	\$700.00	\$0.00	1	\$0.00
229	CATHODIC PROTECTION/TEST STA ASSY (17 lb Anodes)	EA	3	\$425.00	\$1,275.00	1	\$1,275.00
230	CATHODIC PROTECTION/TEST STA ASSY (48 lb Anodes)	EA	9	\$1,800.00	\$16,200.00	1	\$16,200.00
231	COUPLING - WATER (HARNESSED MECH) (24 in)	EA	0	\$1,700.00	\$0.00	1	\$0.00
232	COUPLING - WATER (HARNESSED MECH) (30 in)	EA	2	\$1,800.00	\$3,600.00	1	\$3,600.00
233	COUPLING - WATER (MECHANICAL) (24 in)	EA	0	\$575.00	\$0.00	1	\$0.00
234	FIRE HYDRANT ASSEMBLY	EA	7	\$2,200.00	\$15,400.00	1	\$15,400.00
235	LINESTOP ASSEMBLY - WATER (24 in)	EA	0	\$24,000.00	\$0.00	1	\$0.00
236	PIPE - WATER (DIP - RESTRAINED) (6 in)	LF	177	\$65.00	\$11,505.00	1	\$11,505.00
237	PIPE - WATER (DIP - RESTRAINED) (8 in)	LF	0	\$65.00	\$0.00	1	\$0.00
238	PIPE - WATER (DIP - RESTRAINED) (12 in)	LF	468	\$70.00	\$32,760.00	1	\$32,760.00
239	PIPE - WATER (DIP - RESTRAINED) (16 in) (REUSE)	LF	1,600	\$85.00	\$136,000.00	1	\$136,000.00
240	PIPE - WATER (DUCTILE IRON - RESTRAINED) (24 in)	LF	383	\$140.00	\$53,620.00	1	\$53,620.00
241	PIPE - WATER (DUCTILE IRON - RESTRAINED) (30 in)	LF	74	\$210.00	\$15,540.00	1	\$15,540.00
242	RETAINER RING/SLIP ON FLANGE/TIE RODS ASSY (24 in)	EA	0	\$1,050.00	\$0.00	1	\$0.00
243	SLEEVE - WATER (DIP) (MECH JOINT SOLD) (12 in)	EA	12	\$300.00	\$3,600.00	1	\$3,600.00
244	SLEEVE - WATER (DIP) (MECH JOINT SOLD) (16 in)	EA	3	\$550.00	\$1,650.00	1	\$1,650.00
245	SLEEVE - WATER (DIP) (MECH JOINT SOLD) (24 in)	EA	10	\$1,350.00	\$13,500.00	1	\$13,500.00
246	SLEEVE - WATER (DIP) (MECH JOINT SOLD) (30 in)	EA	2	\$2,600.00	\$5,200.00	1	\$5,200.00
247	SLEEVE - WATER (DIP) (TAPPING)(24x24x24 in)	EA	1	\$20,000.00	\$20,000.00	1	\$20,000.00
248	TAPPING TEE - WATER (12 INCH X 06 INCH)	EA	0	\$525.00	\$0.00	1	\$0.00
249	TAPPING TEE - WATER (12 INCH X 08 INCH)	EA	3	\$600.00	\$1,800.00	1	\$1,800.00
250	TAPPING TEE - WATER (24 INCH X 12 INCH)	EA	2	\$2,000.00	\$4,000.00	1	\$4,000.00
251	TEE - WATER (DIP) (08 IN X 08 IN X 06 IN)	EA	2	\$250.00	\$500.00	1	\$500.00
252	TEE - WATER (DIP) (12x12x6 in)	EA	1	\$450.00	\$450.00	1	\$450.00
253	TEE - WATER (DIP) (12x12x12 in)	EA	2	\$475.00	\$950.00	1	\$950.00
254	TEE - WATER (DIP) (24x24x24 in)	EA	1	\$3,200.00	\$3,200.00	1	\$3,200.00
255	TEE - WATER (TANGENTIAL) (DIP) (16x6x16 in)	EA	2	\$1,600.00	\$3,200.00	1	\$3,200.00
256	TEE - WATER (TANGENTIAL) (DIP) (24x8x24 in)	EA	0	\$3,700.00	\$0.00	1	\$0.00
257	TEE - WATER (TANGENTIAL) (DIP) (30x8x30 in)	EA	1	\$5,500.00	\$5,500.00	1	\$5,500.00
258	VALVE - BUTTERFLY (16 in)	EA	3	\$2,200.00	\$6,600.00	1	\$6,600.00
259	VALVE - BUTTERFLY (24 in)	EA	3	\$7,500.00	\$22,500.00	1	\$22,500.00
260	VALVE - BUTTERFLY (30 in)	EA	2	\$9,500.00	\$19,000.00	1	\$19,000.00
261	VALVE - COMBINATION AIR/VACUUM ASSY (2 in)	EA	14	\$1,900.00	\$26,600.00	1	\$26,600.00
262	VALVE - GATE (6 in)	EA	8	\$700.00	\$5,600.00	1	\$5,600.00
263	VALVE - GATE (8 in)	EA	6	\$950.00	\$5,700.00	1	\$5,700.00
264	VALVE - GATE (12 in)	EA	17	\$1,600.00	\$27,200.00	1	\$27,200.00

Huron Street Improvements, 128th Avenue to 140th Avenue--Construction Cost Apportionment

ITEM NUMBER	ITEM DESCRIPTION	UNIT	AS-BUILT QTY.	UNIT PRICE	AS-BUILT AMOUNT	RECOVERY FACTOR	RECOVERABLE AMOUNT
265	VAULT - WATER (24 in)(RESILIENT WEDGE)	EA	1	\$7,000.00	\$7,000.00	1	\$7,000.00
266	VAULT - WATER (AIR/VACUUM/BUTTERFLY VALVE)	EA	9	\$7,000.00	\$63,700.00	1	\$63,700.00
267	WATER SERVICE	EA	5	\$1,600.00	\$8,000.00	1	\$8,000.00
268	WELL AND PUMP	EA	0	\$0.00	\$0.00	1	\$0.00
269	IRRIGATION SYSTEM (Median)	LS	1	\$20,000.00	\$20,000.00	1	\$20,000.00
270	IRRIGATION SYSTEM (Casa De Vista)	LS	0	\$20,000.00	\$0.00	1	\$0.00
271	IRRIGATION SYSTEM (Quail Crossing)	LS	1	\$20,000.00	\$20,000.00	1	\$20,000.00
272	IRRIGATION SYSTEM (Lexington Frontage)	LS	1	\$20,000.00	\$20,000.00	1	\$20,000.00
273	CONSTRUCTION SURVEYING	LS	1	\$64,800.00	\$64,800.00	1	\$64,800.00
274	MOBILIZATION	LS	1	\$765,500.00	\$765,500.00	1	\$765,500.00
275	THERMOPLASTIC PAVEMENT MARKING	SF	9,042	\$1.25	\$11,302.50	1	\$11,302.50
276	PREFORMED PLASTIC PAVEMENT MARKING (Ty A)	SF	1,641	\$7.95	\$13,045.95	1	\$13,045.95
277	PREFORMED PLASTIC PAVEMENT MKG (Ty B) (Word)	SF	969	\$10.50	\$10,174.50	1	\$10,174.50
278	PREFORMED PLAS PVMNT MKNG (Ty B)(XWALK-STOP)	SF	1,952	\$5.95	\$11,614.40	1	\$11,614.40
279	TRAFFIC CONTROL	LS	1	\$125,000.00	\$125,000.00	1	\$125,000.00
Subtotal for Bid Items in Original Contract					\$9,425,613.20		\$7,039,628.75

Huron Street Improvements, 128th Avenue to 140th Avenue--Construction Cost Apportionment

ITEM NUMBER	ITEM DESCRIPTION	UNIT	AS-BUILT QTY.	UNIT PRICE	AS-BUILT AMOUNT	RECOVERY FACTOR	RECOVERABLE AMOUNT
Part 2--Work Directives and Change Orders							
WDC 1	Add'l traffic control drums 136th Ave	EA	30	\$57.75	\$1,732.50	1	\$1,732.50
WDC 2	Add'l combo fence posts and wire	LF	307	\$1.30	\$399.10	1	\$399.10
WDC 3	Extra surveying 128th Ave sidewalk	LS	1	\$231.00	\$231.00	1	\$231.00
C.O. 1	Cross-Water DIP (16x12x16x12)	EA	2	\$1,800.00	\$3,600.00	1	\$3,600.00
C.O. 1	Pipe-Water (PVC) 8 in (C900)	LF	562	\$80.00	\$44,960.00	1	\$44,960.00
C.O. 1	Pipe-Water (PVC) 12 in (C900)	LF	406	\$60.00	\$24,360.00	1	\$24,360.00
C.O. 1	Pipe-Water (PVC) 16 In (C900)	LF	2902	\$78.00	\$226,356.00	1	\$226,356.00
C.O. 1	Tapping Tee-Water (8 in x 8 in)	EA	1	\$1,450.00	\$1,450.00	1	\$1,450.00
C.O. 1	Tapping Tee-Water (12 in x 12in)	EA	0	\$2,510.00	\$0.00	1	\$0.00
C.O. 1	Tee-Water (DIP) (16 x 16 x 6)	EA	2	\$1,050.00	\$2,100.00	1	\$2,100.00
C.O. 1	Tee-Water (DIP) (16 x 16 x 8)	EA	1	\$1,080.00	\$1,080.00	1	\$1,080.00
C.O. 1	Tee-Water (DIP) (16 x 16 x 12)	EA	1	\$1,090.00	\$1,090.00	1	\$1,090.00
C.O. 1	Tee-Water (DIP) (24 x 24 x 16)	EA	1	\$2,500.00	\$2,500.00	1	\$2,500.00
C.O. 1	Pipe-Sanitary (PVC) (4 inch)	LF	55	\$41.00	\$2,255.00	1	\$2,255.00
C.O. 1	Blow-off Ass'ly (2 in) (frm 16 in main)	EA	1	\$1,500.00	\$1,500.00	1	\$1,500.00
C.O. 1	Valve-B'fly (16 in) (250#) (MJ) (DB)	EA	5	\$6,173.00	\$30,865.00	1	\$30,865.00
C.O. 1	Valve-B'fly (16 in) (250#) (Flanged)	EA	3	\$6,299.00	\$18,897.00	1	\$18,897.00
C.O. 1	Add'l Survey-16 in Waterline add'n	LS	1	\$3,715.00	\$3,715.00	1	\$3,715.00
C.O. 1	Add'l bond-16 in Waterline add'n	LS	1	\$6,000.00	\$6,000.00	1	\$6,000.00
C.O. 1	Bega luminaires for BDC bridge	EA	24	\$700.00	\$16,800.00	0	\$0.00
WDC 4	Credit for strom sewer bedding SBF	LF	9238.3	(\$0.50)	(\$4,619.15)	1	(\$4,619.15)
WDC 5	Bull Canal deck tie-bars	EA	73	\$26.24	\$1,915.52	1	\$1,915.52
WDC 6	Temp fence for WWTP	LF	384	\$7.10	\$2,726.40	1	\$2,726.40
WDC 7	Inlet-Type 13 (5 ft)	EA	2	\$2,446.50	\$4,893.00	1	\$4,893.00
WDC 7	Inlet-Type 13 (10 ft)	EA	0	\$3,118.50	\$0.00	1	\$0.00
WDC 8	WWTP Irrig sleeves	LF	100	\$36.50	\$3,650.00	1	\$3,650.00
WDC 9	Bend-Water (DIP) (16 x 11.25 degree)	EA	4	(\$5.00)	(\$20.00)	1	(\$20.00)
WDC 13	Tangential tee-Water (credit)	LS	0.75	(\$1,568.50)	(\$1,176.38)	1	(\$1,176.38)
WDC 16	Sanitary sewer FA work	LS	1	\$14,311.25	\$14,311.25	1	\$14,311.25
WDC 17	WWTP ret'g wall backfill credit	LS	1	(\$400.00)	(\$400.00)	1	(\$400.00)
WDC 17	Misc extra surveying	HR	18	\$100.00	\$1,800.00	1	\$1,800.00
WDC 18	14" PVC C900 irrigation water line	LF	125	\$49.21	\$6,151.25	1	\$6,151.25
WDC 18	New irrigation diversion structure	LS	1	\$1,728.00	\$1,728.00	1	\$1,728.00
WDC 19	Add'l irrigation sleeves	LF	235	\$36.50	\$8,577.50	1	\$8,577.50
WDC 19	Survey fro add'l irrigation sleeves	HR	2	\$100.00	\$200.00	1	\$200.00
WDC 20	Concrete cut-off wall	LF	230	\$68.40	\$15,732.00	1	\$15,732.00
WDC 20	Add'l Biosol	LB	1200	\$0.40	\$480.00	1	\$480.00
WDC 21	Bullrush plugs for transplant	EA	2000	\$3.96	\$7,920.00	1	\$7,920.00
WDC 22	Add'l WWTP irrigation sleeve	LF	92	\$36.50	\$3,358.00	1	\$3,358.00
WDC 23	Quail Creek backfill credit	SF	4194	(\$0.51)	(\$2,138.94)	1	(\$2,138.94)
WDC 25	Bull Canal bridge pull boxes	EA	2	\$262.50	\$525.00	1	\$525.00
WDC 26	Temp barbed wire fence N. of 136th	LF	880	\$1.68	\$1,478.40	1	\$1,478.40
WDC 24	Embankment Material	CY	800	\$5.20	\$4,160.00	1	\$4,160.00
WDC 24	Riprap (18 in)	CY	249.62	\$33.34	\$8,322.33	1	\$8,322.33
WDC 24	Topsoil (special)	CY	30	\$3.00	\$90.00	1	\$90.00
WDC 24	Seeding (Native)	AC	0.1	\$452.00	\$45.20	1	\$45.20
WDC 24	Surveying for BDC trail extension	HR	4.5	\$100.00	\$450.00	1	\$450.00
WDC 29	Drain valves	EA	1	\$88.34	\$88.34	1	\$88.34
WDC 29	44 LRC-NP quick couplers	EA	0	\$146.84	\$0.00	1	\$0.00
WDC 29	Stop and waste valves	EA	0	\$437.58	\$0.00	1	\$0.00
WDC 29	Gate valve brass (1.5 in)	EA	1	\$296.24	\$296.24	1	\$296.24
WDC 31	Storm sewer surveying	HR	8.5	\$100.00	\$850.00	1	\$850.00
WDC 32	134th Ave storm sewer removals	LS	1	\$4,226.25	\$4,226.25	1	\$4,226.25
WDC 32	30 in RCP install only	LF	19	\$36.23	\$688.37	1	\$688.37
WDC 32	Concrete collar @ sewer inlet U1	LS	1	\$420.00	\$420.00	1	\$420.00
WDC 34	Removal of sewer encasement	LS	1	\$5,644.98	\$5,644.98	1	\$5,644.98
WDC 36	Pavement marking 136th Avenue	LS	1	\$2,696.40	\$2,696.40	1	\$2,696.40
WDC 36	Signal head adjustment 136th/Huron	LS	1	\$509.25	\$509.25	1	\$509.25

**Recoverable Costs for Huron Street, 128th- 140th Avenue
Assessed Properties
July, 2007**

Property Description	Recoverable Construction Costs	Recoverable Right-of-Way Costs
The South one-half of the SW quarter of Section 27, Township 1 South, Range 68 West of the Sixth Principal Meridian in Adams County, Colorado.	\$418/lin ft	none
A portion of the South one-half of the SE quarter of Section 28, Township 1 South, Range 68 West of the Sixth Principal Meridian in Adams County, Colorado.	\$418/lin ft	\$64,850.00
A portion of the NE quarter of Section 28, Township 1 South, Range 68 West of the Sixth Principal Meridian in Adams County, Colorado described in deed recorded at Reception No. C0932669 of the Adams County Clerk and Recorder.	\$418/lin ft	\$46,619.00
The West one-half of the SW quarter of Section 22, Township 1 South, Range 68 West of the Sixth Principal Meridian in Adams County, Colorado.	\$418/lin ft	none
The South one-half of the South one-half of the NW quarter of Section 22, Township 1 South, Range 68 West of the Sixth Principal Meridian in Adams County, Colorado.	\$418/lin ft	\$110,739.00
The South one-half of the SE quarter of Section 21, Township 1 South, Range 68 West of the Sixth Principal Meridian in Adams County, Colorado.	\$366/lin ft	none
A portion of the SE quarter of Section 21, Township 1 South, Range 68 West of the Sixth Principal Meridian in Adams County, Colorado described as parcel B of the Fehr Exemption Survey recorded at Reception No. B490886 of the Adams County Clerk and Recorder.	418/lin ft	\$46,662.00



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
August 13, 2007



SUBJECT: Councillor's Bill No. 46 re Cost Recovery for the Huron Street Improvements, West 140th Avenue to West 150th Avenue

Prepared By: Stephen C. Baumann, Assistant City Engineer

Recommended City Council Action

Pass Councillor's Bill No. 46 on first reading establishing recovery payments owed to the City for costs incurred in constructing improvements to Huron Street between 140th Avenue and 150th Avenue.

Summary Statement

- The improvements to Huron Street between 140th Avenue and 150th Avenue were completed in 2006 at an overall cost of \$11.5 million. Westminster Municipal Code allows the recovery of portions of those costs from the adjoining benefited properties.
- Costs of the project were categorized and evaluated according to guidelines in the Municipal Code to determine the level of assessment of those costs to properties that benefit from them. Generally, improvements that would normally be installed by the adjacent developer as a condition of development were included. The costs of improvements that have wide-ranging benefits, such as major structures, were excluded. The total cost was then apportioned between the City and the undeveloped properties on either side of Huron Street based on their respective frontages.
- The attached Councillor's Bill lists the qualifying costs and establishes the cost recovery mechanism for assessing those costs to the adjoining ownerships when they develop.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

Should the City Council establish a cost recovery for the Huron Street Improvements project and assess qualifying properties along Huron Street a proportionate share?

Alternative

City Council could elect to waive the assessment and collection of recoverable costs. This alternative is not recommended since these assessments are equivalent to those a developer would normally bear in developing a property along an arterial street.

Background Information

Construction of the Huron Street improvements between 140th Avenue and 150th Avenue was completed in summer of 2006, finishing an effort that began several years earlier. The overall cost of the one and one-half miles of arterial street construction is \$11.5 million and includes costs of engineering, right-of-way acquisition, utility relocation and construction. The municipal code gives authority for the City to recover portions of the project costs from properties that adjoin the project. The City is responsible for the remaining costs. The apportionment and assessment of these costs has its basis in the code requirements for properties to provide the infrastructure reasonably necessary to support their development. Project costs were compiled and apportioned between the City and the adjoining undeveloped properties based on the property frontages along Huron Street.

The attached Councillor's Bill will formally establish the recoverable costs that will be owed to the City by properties that adjoin Huron Street. They will be collected at the time these properties gain approval of a final plat.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment – Councillor's Bill

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **46**

SERIES OF 2007

INTRODUCED BY COUNCILLORS

**A BILL
FOR AN ORDINANCE ESTABLISHING COST RECOVERIES FOR CITY-CONSTRUCTED
PROJECT: HURON STREET IMPROVEMENTS, 140TH TO 150TH AVENUE**

WHEREAS, Westminster Municipal Code § 11-6-7(B)(1) provides that the City shall have the authority to allocate and recover the costs of construction of public improvements or facilities from property owners based on the benefit of such improvement, facility, or service to said owners; and

WHEREAS, Westminster Municipal Code § 11-6-7(B)(3) provides that the City Council shall provide by ordinance for the recovery of appropriate costs for public improvements, facilities, or services constructed by the City, and that said ordinance shall establish the nature and extent of the recoveries due to the City, and that such ordinance may include provisions for simple interest payable to the City; and

WHEREAS, Westminster Municipal Code § 11-6-7(E)(2)(a) provides that any ordinance establishing cost recovery obligations for City-constructed improvements shall include a list of properties to be charged with cost recovery for said improvements, that said ordinance shall be recorded in the real estate records of the counties in which the properties to be charged with cost recoveries are located and, if available, shall include a final statement of construction costs for the improvements subject to recovery or, otherwise, an estimate of construction costs for the improvements to be constructed until a final statement of construction costs for the improvements may be determined and recorded following the completion of the improvements; and

WHEREAS, the City completed the installation of roadway and utility improvements along the general alignment of Huron Street from 140th Avenue to 150th Avenue; and

WHEREAS, the City, through this ordinance, now wishes to establish a cost assessment recoverable from benefiting properties.

NOW, THEREFORE, THE CITY OF WESTMINSTER ORDAINS:

Section 1. The nature and extent of the recoverable costs owed to the City pursuant to this ordinance includes costs associated with the planning, design and construction of improvements to Huron Street between 140th Avenue and 150th Avenue listed and summarized in Exhibit A, attached hereto and incorporated herein by this reference, and those costs (the "Recoverable Construction Costs") will be assessed at the rate of \$365.00 per linear foot of property in the City with frontage on Huron Street.

Section 2. The nature and extent of the recoverable costs owed to the City pursuant to this ordinance also includes costs associated with right-of-way acquisition necessary to complete the improvements to Huron Street between 140th Avenue and 150th Avenue, and those costs (the "Recoverable Right-of Way Costs") will be assessed on a property-by-property basis in accordance with the dedication requirements pursuant to W.M.C. §§ 11-6-1 (A) and 11-6-2 (C), (G), and (I).

Section 3. The properties (the "Assessed Properties") described in Exhibit B, attached hereto and incorporated herein by this reference, are hereby assessed the Recoverable Costs noted in Exhibit B. The Recoverable Costs shall be due and payable in accordance with the provisions of W.M.C. § 11-6-7, as the same may be amended.

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

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

Section 6. The City Clerk shall cause a copy of this ordinance to be recorded in the real estate records of Adams County immediately following its enactment after second reading.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 13th day of August, 2007.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 27th day of August, 2007.

Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

City Clerk

City Attorney's Office

**Recoverable Costs for Huron Street, 140th Avenue to 150th Avenue
Cost Apportionment Summary
July-07**

Project Expense	Cost	Applicable Share	Remarks
Final Design Engineering	\$455,122	\$455,122	Contracts with Transystems, FHU and PBS&J.
Right-of-way costs	\$1,024,212	tbd	Share determined at time of development approval
Construction Costs	\$8,490,008	\$7,818,788	See Construction Costs spreadsheet
Underground OH elec, comm, cable	\$679,384	\$679,384	Both sides Huron Street corridor
Street lighting	\$290,065	\$290,065	Both sides Huron Street and 144th Ave
Construction Engineering	\$533,500	\$533,500	Contract and amendments with FHU
Total Costs	\$11,472,291	\$9,776,859	
Total project Length (feet)		8920	6362 ft along Huron St. plus 2558 ft along 144th Ave
Cost per foot (full width)		\$1,096	Applicable portion divided by project length.
Cost per foot of frontage		\$365	Apportioned 1/3 each: Dev'r Lt; City; Dev'r Rt.

Huron St Improvements 140th-150th--Recovery of Construction Costs

Construction Contract Items							
Item Number	Item Description	As-Built Quantity	Units	Unit Price	As-Built Amount	Recoverable Factor	Recoverable Amount
1	CLEAR & GRUB	1.00	LS	\$ 45,000.00	\$ 45,000.00	1	\$ 45,000.00
2	REM TREE	24.00	EA	\$ 400.00	\$ 9,600.00	1	\$ 9,600.00
3	REM GROUND SIGN	1.00	EA	\$ 100.00	\$ 100.00	1	\$ 100.00
4	REM PIPE	908.00	LF	\$ 18.00	\$ 16,344.00	1	\$ 16,344.00
5	REM PIPE (WATER)	160.00	LF	\$ 17.00	\$ 2,720.00	1	\$ 2,720.00
6	REM MANHOLE	1.00	EA	\$ 1,200.00	\$ 1,200.00	1	\$ 1,200.00
7	REM ASPHALT MAT (PLANING)	1,180.78	SY	\$ 2.50	\$ 2,951.95	1	\$ 2,951.95
8	REM ASPHALT MAT	19,192.12	SY	\$ 2.00	\$ 38,384.24	1	\$ 38,384.24
9	REM FENCE	1,739.00	LF	\$ 1.85	\$ 3,217.15	1	\$ 3,217.15
10	REM FENCE (VINYL)	1,825.00	LF	\$ 2.40	\$ 4,380.00	1	\$ 4,380.00
11	REM FENCE (CEDAR)	618.00	LF	\$ 2.95	\$ 1,823.10	1	\$ 1,823.10
12	REM STRUCTURE	5.00	EA	\$ 700.00	\$ 3,500.00	1	\$ 3,500.00
13	REM TRAFF SIG EQUIP	1.00	LS	\$ 2,176.95	\$ 2,176.95	1	\$ 2,176.95
14	CLEAN CULVERT	-	EA	\$ 1,000.00	\$ -	1	\$ -
15	POTHOLING	59.33	HR	\$ 180.00	\$ 10,679.40	1	\$ 10,679.40
16	DOZING (LANDSCAPE)	10.00	HR	\$ 150.00	\$ 1,500.00	1	\$ 1,500.00
17	COMBINATION LOADER	-	HR	\$ 115.00	\$ -	1	\$ -
18	EMB MAT (CIP)	108,663.00	CY	\$ 5.90	\$ 641,111.70	1	\$ 641,111.70
19	MUCK EXCAVATION	873.00	CY	\$ 8.00	\$ 6,984.00	1	\$ 6,984.00
20	STRUCTURE EXCAVATION	4,456.00	CY	\$ 3.00	\$ 13,368.00	0	\$ -
21	STRUCTURE BKFL CL 1	3,439.60	CY	\$ 20.00	\$ 68,792.00	0	\$ -
22	FILTER MAT CL A	928.00	CY	\$ 26.00	\$ 24,128.00	1	\$ 24,128.00
23	SHORING	1.00	LS	\$ 15,000.00	\$ 15,000.00	0	\$ -
24	TOPSOIL	10,820.00	CY	\$ 6.81	\$ 73,684.20	1	\$ 73,684.20
25	STOCKPILE TOPSOIL	6,700.00	CY	\$ 2.00	\$ 13,400.00	1	\$ 13,400.00
26	WETLAND TOPSOIL	390.00	CY	\$ 8.00	\$ 3,120.00	1	\$ 3,120.00
27	STOCKPILED WETLAND TOPSOIL	420.00	CY	\$ 8.00	\$ 3,360.00	1	\$ 3,360.00
28	SILT FENCE	6,850.00	LF	\$ 2.00	\$ 13,700.00	1	\$ 13,700.00
29	CONCRETE WASHOUT STRUCTURE	2.00	EA	\$ 1,000.00	\$ 2,000.00	1	\$ 2,000.00
30	STORM DRAIN INLET PROT (CURB IN)	27.00	EA	\$ 300.00	\$ 8,100.00	1	\$ 8,100.00
31	EROSION BALES WEED FREE	102.00	EA	\$ 15.00	\$ 1,530.00	1	\$ 1,530.00
32	STORM DRAIN INLET PROT (DROP IN)	8.00	EA	\$ 350.00	\$ 2,800.00	1	\$ 2,800.00
33	STABILIZED CONSTR ENTRANCE	4.00	EA	\$ 1,200.00	\$ 4,800.00	1	\$ 4,800.00
34	SEDIMENT REM & DISP	1.00	LS	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00
35	EROSION CONTROL SUPERVISOR	1.00	EA	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00
36	RELOCATE AIR VENT	1.00	EA	\$ 650.00	\$ 650.00	1	\$ 650.00
37	RESET AIR VENT	1.00	EA	\$ 220.00	\$ 220.00	1	\$ 220.00
38	RESET FIRE HYDRANT	2.00	EA	\$ 700.00	\$ 1,400.00	1	\$ 1,400.00
39	RELAY RIPRAP	-	LS	\$ 250.00	\$ -	1	\$ -
40	RESET GROUND SIGN	6.00	EA	\$ 100.00	\$ 600.00	1	\$ 600.00
41	RESET FENCE (CORRAL)	-	LF	\$ 37.50	\$ -	1	\$ -
42	FENCE (TEMP)	14.00	LF	\$ 5.10	\$ 71.40	1	\$ 71.40
43	ADJUST MANHOLE (WATER)	9.00	EA	\$ 500.00	\$ 4,500.00	1	\$ 4,500.00
44	ADJUST MANHOLE (SANITARY)	13.00	EA	\$ 500.00	\$ 6,500.00	1	\$ 6,500.00
45	ADJUST VALVE	17.00	EA	\$ 70.00	\$ 1,190.00	1	\$ 1,190.00
46	MODIFY MASONRY COLUMN	22.00	EA	\$ 500.00	\$ 11,000.00	1	\$ 11,000.00
47	SEEDING (NATIVE)	3.81	AC	\$ 740.00	\$ 2,819.40	1	\$ 2,819.40
48	SEEDING (WETLAND)	0.26	AC	\$ 1,060.00	\$ 275.60	1	\$ 275.60
49	SEEDING (TRANSITION)	0.16	AC	\$ 470.00	\$ 75.20	1	\$ 75.20
50	SEEDING (RIPARIAN)	0.52	AC	\$ 550.00	\$ 286.00	1	\$ 286.00
51	SEEDING (PASTURE LAWN)	161,709.00	SF	\$ 0.07	\$ 11,319.63	1	\$ 11,319.63
52	SOIL PREP SPECIAL	11.63	AC	\$ 4,000.00	\$ 46,520.00	1	\$ 46,520.00
53	WEED BARRIER FABRIC	19,879.00	SY	\$ 0.75	\$ 14,909.25	1	\$ 14,909.25
54	MULCHING WEED FREE HAY	4.49	AC	\$ 620.00	\$ 2,783.80	1	\$ 2,783.80
55	MULCHING (DECORATIVE)(COBBLE)	40,142.00	CF	\$ 2.40	\$ 96,340.80	1	\$ 96,340.80
56	MULCHING (WOOD CHIP)(DBL SHREDDED)	19,682.00	CF	\$ 1.55	\$ 30,507.10	1	\$ 30,507.10
57	MULCH TACKIFIER	900.00	LB	\$ 1.60	\$ 1,440.00	1	\$ 1,440.00
58	METAL LANDSCAPE BRDR (3/16 X 4)	3,834.00	LF	\$ 2.65	\$ 10,160.10	1	\$ 10,160.10
59	LANDSCAPE ESTABLISHMENT	0.10	LS	\$ 14,000.00	\$ 14,000.00	1	\$ 14,000.00
60	DECIDUOUS TREE 2-1/2" CALIPER	158.00	EA	\$ 360.00	\$ 56,880.00	1	\$ 56,880.00
61	DECIDUOUS TREE 3" CALIPER	232.00	EA	\$ 400.00	\$ 92,800.00	1	\$ 92,800.00
62	DECIDUOUS SHRUB 5 GAL	2,329.00	EA	\$ 22.00	\$ 51,238.00	1	\$ 51,238.00
63	EVERGREEN SHRUB 5 GAL	2,008.00	EA	\$ 24.00	\$ 48,192.00	1	\$ 48,192.00
64	PERENNIAL PLANT 1 GAL	1,634.00	EA	\$ 7.00	\$ 11,438.00	1	\$ 11,438.00
65	ORNAMENTAL GRASSES 1 GAL	1,229.00	EA	\$ 10.00	\$ 12,290.00	1	\$ 12,290.00

Huron St Improvements 140th-150th--Recovery of Construction Costs

Construction Contract Items							
Item Number	Item Description	As-Built Quantity	Units	Unit Price	As-Built Amount	Recoverable Factor	Recoverable Amount
66	EVERGREEN TREE 8'-10'	148.00	EA	\$ 350.00	\$ 51,800.00	1	\$ 51,800.00
67	SOIL RET BLNKT STRAW/COCONUT	278.00	SY	\$ 1.80	\$ 500.40	1	\$ 500.40
68	ABC CL 6	246.64	TN	\$ 17.00	\$ 4,192.88	1	\$ 4,192.88
69	CRUSHER FINES	55.72	TN	\$ 17.00	\$ 947.24	1	\$ 947.24
70	HBP PATCH	201.50	TN	\$ 95.00	\$ 19,142.50	1	\$ 19,142.50
71	HBP GR S (75)(PG 64-22)	47,508.62	TN	\$ 31.30	\$ 1,487,019.81	1	\$ 1,487,019.81
72	HBP GR SX (75)(PG 64-22)	9,943.65	TN	\$ 37.00	\$ 367,915.05	1	\$ 367,915.05
73	EMULSIFIED ASPHALT SS	14,745.00	GL	\$ 1.00	\$ 14,745.00	1	\$ 14,745.00
74	CONCRETE PAVEMENT 8"	338.00	SY	\$ 40.00	\$ 13,520.00	1	\$ 13,520.00
75	GEOTEXTILE DRAINAGE CL A	2,504.22	SY	\$ 2.25	\$ 5,634.50	1	\$ 5,634.50
76	DRILLED CAISSON 36"	55.00	LF	\$ 153.17	\$ 8,424.35	1	\$ 8,424.35
77	DRILLED CAISSON 42"	91.00	LF	\$ 198.44	\$ 18,058.04	1	\$ 18,058.04
78	RIPRAP 9"	97.56	CY	\$ 65.00	\$ 6,341.40	1	\$ 6,341.40
79	RIPRAP 12"	322.00	CY	\$ 35.00	\$ 11,270.00	1	\$ 11,270.00
80	RIPRAP 24" SPECIAL	398.00	CY	\$ 125.00	\$ 49,750.00	1	\$ 49,750.00
81	PED RAILING STEEL	528.00	LF	\$ 95.00	\$ 50,160.00	0	\$ -
82	WATERSTOP 6"	138.00	LF	\$ 4.00	\$ 552.00	0	\$ -
83	CONC CL D BOX CULVERT	495.00	CY	\$ 325.00	\$ 160,875.00	0	\$ -
84	CONC CL D WALL	524.00	CY	\$ 400.00	\$ 209,600.00	0	\$ -
85	STRUCTURAL CONCRETE COATING	4,205.00	SF	\$ 0.60	\$ 2,523.00	0	\$ -
86	ARCHITECTURAL CONC TREATMENT	824.00	SF	\$ 12.00	\$ 9,888.00	0	\$ -
87	REBAR EPOXY	185,011.00	LB	\$ 0.68	\$ 125,807.48	0	\$ -
88	18" RCP	3,868.50	LF	\$ 31.00	\$ 119,923.50	1	\$ 119,923.50
89	24" RCP	1,911.00	LF	\$ 33.00	\$ 63,063.00	1	\$ 63,063.00
90	30" RCP	2,360.00	LF	\$ 60.00	\$ 141,600.00	1	\$ 141,600.00
91	36" RCP	756.00	LF	\$ 60.00	\$ 45,360.00	1	\$ 45,360.00
92	42" RCP	61.00	LF	\$ 80.00	\$ 4,880.00	1	\$ 4,880.00
93	48" RCP	993.00	LF	\$ 85.00	\$ 84,405.00	1	\$ 84,405.00
94	23" X 14" ELLIP RCP	60.00	LF	\$ 55.00	\$ 3,300.00	1	\$ 3,300.00
95	30" X 19" ELLIP RCP	134.00	LF	\$ 60.00	\$ 8,040.00	1	\$ 8,040.00
96	38" X 24" ELLIP RCP	60.00	LF	\$ 75.00	\$ 4,500.00	1	\$ 4,500.00
97	18" RCP FES	1.00	EA	\$ 700.00	\$ 700.00	1	\$ 700.00
98	24" RCP FES	4.00	EA	\$ 700.00	\$ 2,800.00	1	\$ 2,800.00
99	30" X 19" ELLIP RCP FES	6.00	EA	\$ 800.00	\$ 4,800.00	1	\$ 4,800.00
100	38" X 24" ELLIP RCP FES	2.00	EA	\$ 800.00	\$ 1,600.00	1	\$ 1,600.00
101	15" STEEL END SECTION	-	EA	\$ 175.00	\$ -	1	\$ -
102	5' TY R INLET (5')	1.00	EA	\$ 2,400.00	\$ 2,400.00	1	\$ 2,400.00
103	5' TY R INLET (10')	2.00	EA	\$ 3,500.00	\$ 7,000.00	1	\$ 7,000.00
104	10' TY R INLET (5')	5.00	EA	\$ 3,500.00	\$ 17,500.00	1	\$ 17,500.00
105	10' TY R INLET (10')	6.00	EA	\$ 4,600.00	\$ 27,600.00	1	\$ 27,600.00
106	10' TY R INLET (10') SPECIAL	1.00	EA	\$ 5,300.00	\$ 5,300.00	1	\$ 5,300.00
107	TY C INLET 5'	8.00	EA	\$ 1,900.00	\$ 15,200.00	1	\$ 15,200.00
108	INLET TY 16 SINGLE 5'	3.00	EA	\$ 2,500.00	\$ 7,500.00	1	\$ 7,500.00
109	INLET TY 16 SINGLE 10'	1.00	EA	\$ 3,800.00	\$ 3,800.00	1	\$ 3,800.00
110	INLET TY 16 DOUBLE 5'	4.00	EA	\$ 3,300.00	\$ 13,200.00	1	\$ 13,200.00
111	INLET TY 16 DOUBLE 10'	2.00	EA	\$ 4,200.00	\$ 8,400.00	1	\$ 8,400.00
112	INLET TY 16 DOUBLE 10' SPECIAL	2.00	EA	\$ 5,000.00	\$ 10,000.00	1	\$ 10,000.00
113	MANHOLE SLAB BASE SANITARY 15'	1.00	EA	\$ 2,900.00	\$ 2,900.00	1	\$ 2,900.00
114	MANHOLE BOX BASE 10' SPECIAL	2.00	EA	\$ 4,600.00	\$ 9,200.00	1	\$ 9,200.00
115	MANHOLE SLAB BASE 5'	5.00	EA	\$ 2,100.00	\$ 10,500.00	1	\$ 10,500.00
116	MANHOLE SLAB BASE 10'	6.00	EA	\$ 3,500.00	\$ 21,000.00	1	\$ 21,000.00
117	MANHOLE SLAB BASE 15'	2.00	EA	\$ 3,200.00	\$ 6,400.00	1	\$ 6,400.00
118	MANHOLE BOX BASE 10'	3.00	EA	\$ 4,200.00	\$ 12,600.00	1	\$ 12,600.00
119	FENCE WIRE W/METAL POSTS	447.00	LF	\$ 3.80	\$ 1,698.60	1	\$ 1,698.60
120	FENCE 6' SOLID VINYL	1,470.00	LF	\$ 43.70	\$ 64,239.00	1	\$ 64,239.00
121	FENCE 8' SOLID VINYL	3,354.00	LF	\$ 53.80	\$ 180,445.20	1	\$ 180,445.20
122	MASONRY STONE COLUMN 6.5'	15.00	EA	\$ 2,410.00	\$ 36,150.00	1	\$ 36,150.00
123	MASONRY STONE COLUMN 8.5'	17.00	EA	\$ 2,000.00	\$ 34,000.00	1	\$ 34,000.00
124	CONC SIDEWALK 6"	9,425.00	SY	\$ 23.00	\$ 216,775.00	1	\$ 216,775.00
125	CONC CURB RAMP	336.00	SY	\$ 85.00	\$ 28,560.00	1	\$ 28,560.00
126	C&G TY 2 SECT I-B	15,746.00	LF	\$ 8.00	\$ 125,968.00	1	\$ 125,968.00
127	C&G TY 2 SECT II-B	18,289.00	LF	\$ 9.50	\$ 173,745.50	1	\$ 173,745.50
128	MEDIAN COVER PATTERNED CONC	8,862.36	SF	\$ 5.50	\$ 48,742.98	1	\$ 48,742.98
129	MEDIAN EDGING	13,174.08	LF	\$ 18.50	\$ 243,720.48	1	\$ 243,720.48
130	DELINEATOR TY II	60.00	EA	\$ 14.00	\$ 840.00	1	\$ 840.00

Huron St Improvements 140th-150th--Recovery of Construction Costs

Construction Contract Items							
Item Number	Item Description	As-Built Quantity	Units	Unit Price	As-Built Amount	Recoverable Factor	Recoverable Amount
131	1" ELECT CONDUIT GALVANIZED	115.00	LF	\$ 8.43	\$ 969.45	1	\$ 969.45
132	2" ELECT CONDUIT PLASTIC TRENCH	4,710.00	LF	\$ 12.19	\$ 57,414.90	1	\$ 57,414.90
133	2" ELECT CONDUIT PLASTIC BORE	-	LF	\$ 9.30	\$ -	1	\$ -
134	3" ELECT CONDUIT PLASTIC TRENCH	1,609.00	LF	\$ 13.54	\$ 21,785.86	1	\$ 21,785.86
135	3" ELECT CONDUIT PLASTIC TRENCH	-	LF	\$ 11.57	\$ -	1	\$ -
136	2" PVC CONDUIT INTERCONNECT	6,810.00	LF	\$ 7.96	\$ 54,207.60	1	\$ 54,207.60
137	LUMINAIRE HPS 400 W	-	EA	\$ 446.03	\$ -	1	\$ -
138	WIRING	1.00	LS	\$ 13,588.56	\$ 13,588.56	1	\$ 13,588.56
139	SIGN PANEL CL I	338.00	SF	\$ 13.00	\$ 4,394.00	1	\$ 4,394.00
140	SIGN PANEL CL II	362.00	SF	\$ 16.50	\$ 5,973.00	1	\$ 5,973.00
141	STEEL SIGN POST 2X2	1,037.00	LF	\$ 10.00	\$ 10,370.00	1	\$ 10,370.00
142	ILLUMINATED SIGN	12.00	EA	\$ 1,863.87	\$ 22,366.44	1	\$ 22,366.44
143	PED SIG FACE 16-16 COUNT DN TYP	24.00	EA	\$ 429.25	\$ 10,302.00	1	\$ 10,302.00
144	TRAFF SIG FACE 12-12-12	57.00	EA	\$ 561.95	\$ 32,031.15	1	\$ 32,031.15
145	TRAFF SIG FACE 12-12-12-12	4.00	EA	\$ 909.40	\$ 3,637.60	1	\$ 3,637.60
146	TRAFF SIG CONTROL CAB TS2 TY 1	3.00	EA	\$ 10,236.73	\$ 30,710.19	1	\$ 30,710.19
147	PED PUSH BUTTON	24.00	EA	\$ 100.06	\$ 2,401.44	1	\$ 2,401.44
148	FIRE PREEMPTION UNIT	5.00	EA	\$ 1,473.95	\$ 7,369.75	1	\$ 7,369.75
149	INTERSECTION DETECT SYS CAMRA	12.00	EA	\$ 5,135.93	\$ 61,631.16	1	\$ 61,631.16
150	TRAF SIG-LIGHT POLE STL 40 MA	1.00	EA	\$ 11,586.46	\$ 11,586.46	1	\$ 11,586.46
151	TRAF SIG-LIGHT POLE STL 45 MA	2.00	EA	\$ 11,810.37	\$ 23,620.74	1	\$ 23,620.74
152	TRAF SIG-LIGHT POLE STL 50 MA	1.00	EA	\$ 12,582.65	\$ 12,582.65	1	\$ 12,582.65
153	TRAF SIG-LIGHT POLE STL 55 MA	6.00	EA	\$ 14,350.55	\$ 86,103.30	1	\$ 86,103.30
154	TRAF SIG-LIGHT POLE STL 60 MA	2.00	EA	\$ 14,690.24	\$ 29,380.48	1	\$ 29,380.48
155	FIBER OPTIC MODEM 1FS 91308	3.00	EA	\$ 2,279.14	\$ 6,837.42	1	\$ 6,837.42
156	FIBER OPTIC TERMINATION	-	EA	\$ 650.39	\$ -	1	\$ -
157	TRAFF SIG CONTRL ASC/LATE MOD	3.00	EA	\$ 2,241.66	\$ 6,724.98	1	\$ 6,724.98
158	DIP WATER 6"	29.00	LF	\$ 40.00	\$ 1,160.00	1	\$ 1,160.00
159	PVC PIPE SANITARY 8"	52.00	LF	\$ 32.00	\$ 1,664.00	1	\$ 1,664.00
160	PVC PIPE RESTRAINED 8" C900	332.00	LF	\$ 34.00	\$ 11,288.00	1	\$ 11,288.00
161	PVC PIPE RESTRAINED 12" C900	1,068.00	LF	\$ 46.00	\$ 49,128.00	1	\$ 49,128.00
162	PVC PIPE RESTRAINED 16" C905	2,687.50	LF	\$ 70.00	\$ 188,125.00	1	\$ 188,125.00
163	TEE - WATER DIP 8X8X6	1.00	EA	\$ 475.00	\$ 475.00	1	\$ 475.00
164	TEE - WATER DIP 12X12X6	1.00	EA	\$ 850.00	\$ 850.00	1	\$ 850.00
165	TEE - WATER DIP 16X16X6	1.00	EA	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00
166	TEE - WATER DIP 16X16X8	-	EA	\$ 1,700.00	\$ -	1	\$ -
167	TEE - WATER DIP 16X16X12	2.00	EA	\$ 1,750.00	\$ 3,500.00	1	\$ 3,500.00
168	BEND - WATER DIP 22.5 DEG 16"	2.00	EA	\$ 1,000.00	\$ 2,000.00	1	\$ 2,000.00
169	BEND - WATER DIP 45 DEG 12"	17.00	EA	\$ 650.00	\$ 11,050.00	1	\$ 11,050.00
170	BEND - WATER DIP 90 DEG 12"	2.00	EA	\$ 900.00	\$ 1,800.00	1	\$ 1,800.00
171	BEND - WATER DIP 45 DEG 16"	5.00	EA	\$ 1,200.00	\$ 6,000.00	1	\$ 6,000.00
172	CROSS - WATER DIP 16X16X16X16	1.00	EA	\$ 2,000.00	\$ 2,000.00	1	\$ 2,000.00
173	CROSS - WATER DIP 16X16X8X8	1.00	EA	\$ 1,750.00	\$ 1,750.00	1	\$ 1,750.00
174	GATE VALVE 6"	3.00	EA	\$ 800.00	\$ 2,400.00	1	\$ 2,400.00
175	GATE VALVE 8"	3.00	EA	\$ 1,100.00	\$ 3,300.00	1	\$ 3,300.00
176	GATE VALVE 12"	7.00	EA	\$ 1,800.00	\$ 12,600.00	1	\$ 12,600.00
177	GATE VALVE 16"	7.00	EA	\$ 4,300.00	\$ 30,100.00	1	\$ 30,100.00
178	TAPNG TEE CAST IRON 24X24 X 8"	-	EA	\$ 7,000.00	\$ -	1	\$ -
179	TAPNG TEE CAST IRON 24X24 X 12"	-	EA	\$ 7,200.00	\$ -	1	\$ -
179	TAPNG TEE CAST IRON 24X24 X 12"	-	EA	\$ 7,200.00	\$ -	1	\$ -
180	TAPNG TEE CAST IRON 24X24 X 16"	1.00	EA	\$ 13,000.00	\$ 13,000.00	1	\$ 13,000.00
181	TAPNG TEE CAST IRON 12X12 X 12"	-	EA	\$ 2,700.00	\$ -	1	\$ -
182	CAP - WATER DIP RESTRAIN JNT 8"	3.00	EA	\$ 300.00	\$ 900.00	1	\$ 900.00
183	CAP - WATER DIP RESTRAIN JNT 12"	6.00	EA	\$ 550.00	\$ 3,300.00	1	\$ 3,300.00
184	CAP - WATER DIP RESTRAIN JNT 16"	2.00	EA	\$ 1,000.00	\$ 2,000.00	1	\$ 2,000.00
185	FIRE HYDRANT ASSEMBLY	3.00	EA	\$ 1,900.00	\$ 5,700.00	1	\$ 5,700.00
186	BLOWOFF ASSEMBLY 2"	10.00		\$ 850.00	\$ 8,500.00	1	\$ 8,500.00
187	BLOWOFF ASSEMBLY TRANSMISON	1.00	EA	\$ 6,500.00	\$ 6,500.00	1	\$ 6,500.00
188	RELOCATE MILE HIGH WATER FACIL	0.92	LS	\$ 35,000.00	\$ 32,200.00	1	\$ 32,200.00
189	FIELD OFFICE CL 2	-	EA	\$ 30,000.00	\$ -	1	\$ -
190	SANITARY FACILITY	-	EA	\$ 2,000.00	\$ -	1	\$ -
191	DETOUR PAVEMENT	90.00	SY	\$ 17.00	\$ 1,530.00	1	\$ 1,530.00
192	1" DRIP VALVE ASSEMBLY	31.00	EA	\$ 110.00	\$ 3,410.00	1	\$ 3,410.00
193	1" EFB SERIES CONTROL VALVE	4.00	EA	\$ 175.00	\$ 700.00	1	\$ 700.00
194	1-1/2" EFB SERIES CONTROL VALVE	48.00	EA	\$ 220.00	\$ 10,560.00	1	\$ 10,560.00
195	SPLICE BOX	11.00	EA	\$ 110.00	\$ 1,210.00	1	\$ 1,210.00

Huron St Improvements 140th-150th--Recovery of Construction Costs

Construction Contract Items							
Item Number	Item Description	As-Built Quantity	Units	Unit Price	As-Built Amount	Recoverable Factor	Recoverable Amount
196	CONTROL WIRE 24 VOLT	92,148.00	LF	\$ 0.10	\$ 9,214.80	1	\$ 9,214.80
197	POWER SOURCE WIRE	410.00	LF	\$ 8.00	\$ 3,280.00	1	\$ 3,280.00
198	FLUSH VALVES	66.00	EA	\$ 15.50	\$ 1,023.00	1	\$ 1,023.00
199	1" HARDIE BLUE STRIPE DRIP PIPE	37,170.00	LF	\$ 0.27	\$ 10,035.90	1	\$ 10,035.90
200	1" POLY LATERAL PIPE	13,190.00	LF	\$ 1.40	\$ 18,466.00	1	\$ 18,466.00
201	1-1/4" POLY LATERAL PIPE	1,501.00	LF	\$ 1.60	\$ 2,401.60	1	\$ 2,401.60
202	1-1/2" POLY LATERAL PIPE	526.00	LF	\$ 1.90	\$ 999.40	1	\$ 999.40
203	1-1/2" CLASS 200 PVC PIPE	10,913.00	LF	\$ 1.60	\$ 17,460.80	1	\$ 17,460.80
204	2" CLASS 200 PVC PIPE	1,730.00	LF	\$ 2.00	\$ 3,460.00	1	\$ 3,460.00
205	3" CLASS 200 PVC PIPE	1,320.00	LF	\$ 2.50	\$ 3,300.00	1	\$ 3,300.00
206	6" SCH 80 PVC PIPE	395.00	LF	\$ 10.00	\$ 3,950.00	1	\$ 3,950.00
207	1-1/2" GATE VALVE	18.00	EA	\$ 43.00	\$ 774.00	1	\$ 774.00
208	12 STATION AUTO CONTROLLER	1.00	EA	\$ 2,200.00	\$ 2,200.00	1	\$ 2,200.00
209	16 STATION AUTO CONTROLLER	1.00	EA	\$ 2,300.00	\$ 2,300.00	1	\$ 2,300.00
210	28 STATION AUTO CONTROLLER	1.00	EA	\$ 2,600.00	\$ 2,600.00	1	\$ 2,600.00
211	32 STATION AUTO CONTROLLER	1.00	EA	\$ 2,800.00	\$ 2,800.00	1	\$ 2,800.00
212	1" BACKFLOW PREVENTER	2.00	EA	\$ 950.00	\$ 1,900.00	1	\$ 1,900.00
213	1-1/2" BACKFLOW PREVENTER	1.00	EA	\$ 1,450.00	\$ 1,450.00	1	\$ 1,450.00
214	1" QUICK COUPLER VALVE	28.00	EA	\$ 82.00	\$ 2,296.00	1	\$ 2,296.00
215	3/4" MANUAL DRAIN VALVES	20.00	EA	\$ 42.00	\$ 840.00	1	\$ 840.00
216	DRIP EMITTERS	13,115.00	EA	\$ 1.50	\$ 19,672.50	1	\$ 19,672.50
217	4" POP-UP SPRAY HEAD	612.00	EA	\$ 12.00	\$ 7,344.00	1	\$ 7,344.00
218	ROTOR SPRAY HEAD	309.00	EA	\$ 17.00	\$ 5,253.00	1	\$ 5,253.00
219	1" TAP AND WATER METER	2.00	EA	\$ 4,500.00	\$ 9,000.00	1	\$ 9,000.00
220	1-1/2" TAP AND WATER METER	1.00	EA	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00
221	CONSTRUCTION SURVEY	1.00	LS	\$ 83,437.09	\$ 83,437.09	1	\$ 83,437.09
222	MOBILIZATION	1.00	LS	\$ 761,945.00	\$ 761,945.00	1	\$ 761,945.00
223	THERMOPLASTIC PAVEMENT MARK	8,573.00	SF	\$ 1.45	\$ 12,430.85	1	\$ 12,430.85
224	PREF PL PVMT MKG TY A	7,952.00	SF	\$ 7.95	\$ 63,218.40	1	\$ 63,218.40
225	PREF PL PVMT MKG TY B W/S	970.00	SF	\$ 15.00	\$ 14,550.00	1	\$ 14,550.00
226	PREF PL PVMT MKG TY B X/S	3,890.00	SF	\$ 7.50	\$ 29,175.00	1	\$ 29,175.00
227	TEMP TRAFFIC SIGNAL	1.00	LS	\$ 23,831.35	\$ 23,831.35	1	\$ 23,831.35
228	TRAFFIC CONTROL	1.00	LS	\$ 250,000.00	\$ 250,000.00	1	\$ 250,000.00
WDC 1	Water Line Modifications (New Work)	1.00	EA	\$ 45,084.77	\$ 45,084.77	1	\$ 45,084.77
WDC 2	Extra Survey	50.00	HR	\$ 115.00	\$ 5,750.00	1	\$ 5,750.00
WDC 3	Storm Sewer Encasement	1.00	EA	\$ (7,996.00)	\$ (7,996.00)	1	\$ (7,996.00)
WDC 4	Additional Fence Posts	1.00	EA	\$ 4,410.00	\$ 4,410.00	1	\$ 4,410.00
WDC 5	West Ped Wall Steel	1.00	EA	\$ 929.53	\$ 929.53	1	\$ 929.53
WDC 6	143rd Turn	1.00	EA	\$ 55,000.48	\$ 55,000.48	1	\$ 55,000.48
WDC 7	Utility Crew Downtime and 12-in Gate Valve	1.00	EA	\$ 1,489.35	\$ 1,489.35	1	\$ 1,489.35
WDC 8	6" Underdrain at MH J212	1.00	EA	\$ 363.70	\$ 363.70	1	\$ 363.70
WDC 9	6" Discharge Line into Shay Ditch	1.00	EA	\$ 164.68	\$ 164.68	1	\$ 164.68
WDC 10	Comb. Wire Fence @ 14981 Huron	1.00	EA	\$ 609.00	\$ 609.00	1	\$ 609.00
WDC 11	Shay Ditch CBC Elec. Circuit	1.00	EA	\$ 1,593.93	\$ 1,593.93	0	\$ -
WDC 12	Shay Ditch Qwest Delay	1.00	EA	\$ 13,060.03	\$ 13,060.03	0	\$ -
WDC 13	Orchard Signal Pole Relocation	1.00	EA	\$ 10,256.97	\$ 10,256.97	1	\$ 10,256.97
WDC 14	Extra Electrical Work	1.00	EA	\$ 2,844.23	\$ 2,844.23	1	\$ 2,844.23
WDC 15	Additional Fence Work	1.00	EA	\$ 3,388.21	\$ 3,388.21	1	\$ 3,388.21
WDC 16	Additional Traffic Control Signage	1.00	EA	\$ 198.22	\$ 198.22	1	\$ 198.22
WDC 17	Remove/Replace Median at 146th	1.00	EA	\$ 4,036.85	\$ 4,036.85	1	\$ 4,036.85
WDC 18	Rock and Sand at Byrnes Driveway	1.00	EA	\$ 1,458.57	\$ 1,458.57	1	\$ 1,458.57
WDC 19	Raise Sanitary MH in 144th	1.00	EA	\$ 2,171.40	\$ 2,171.40	1	\$ 2,171.40
WDC 20	Modification of fence reinforcement	1.00	EA	\$ 100.00	\$ 12,012.00	1	\$ 12,012.00
	PROJECT TOTAL				\$ 8,490,007.61		\$ 7,818,788.17

**Recoverable Costs for Huron Street, 140th-150th Avenue
Assessed Properties
July, 2007**

Property Description	Recoverable Construction Costs	Recoverable Right-of-Way Costs
The South one-half of the NW quarter of Section 22, Township 1 South, Range 68 West of the Sixth Principal Meridian in Adams County, Colorado.	\$365.00/lin ft	\$ 264,942.00
The North one-half of the NW quarter of Section 22, Township 1 South, Range 68 West of the Sixth Principal Meridian in Adams Conty, Colorado.	\$365.00/lin ft	\$ 759,270.25



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
August 13, 2007



SUBJECT: Councillor's Bill No. 47 re 2007 2nd Quarter Budget Supplemental Appropriation

Prepared By: Gary Newcomb, Accountant

Recommended City Council Action

1. Pass Councillor's Bill No. 47 on first reading providing for supplementary appropriations to the 2007 budget of the General, General Capital Improvement, General Capital Outlay Replacement, Parks, Open Space, and Trails and Debt Service Funds.
2. Approve the addition of \$40,626 to the City's master lease program for the Parks Promenade maintenance equipment that Council approved on May 14th 2007.

Summary Statement

- At the end of each quarter Staff prepares an ordinance to appropriate unanticipated revenues received during the quarter. Preparing quarterly supplemental appropriation requests is done to simplify administrative procedures and reduce paper work.
- This is the 2007 2nd quarter supplemental appropriation.
- General Fund amendments:
 - \$1,000 achievement awards
 - \$14,875 interest earnings
 - \$40,626 lease proceeds
 - \$32,950,908 refunding note proceeds
 - \$23,235 Police Department grants
- General Capital Improvement Fund amendments:
 - \$390,000 participation funds
 - \$34,000 cash-in-lieu art
 - \$63,775 energy rebates
 - \$300,000 reimbursements
 - \$85,994 interest earnings
 - \$1,675,000 inter-fund transfer
- General Capital Outlay Replacement Fund amendments:
 - \$2,666,090 carryover funds
- Parks, Open Space, and Trails Fund amendments:
 - \$4,275,000 reimbursement resolution funds
- Debt Service Fund amendments:
 - \$26,002,713 refunding bond proceeds

Expenditure Required: \$68,523,216

Source of Funds: The funding sources for these expenditures include achievement awards, interest earnings, lease proceeds, refunding proceeds, grants, participation funds, cash-in-lieu, energy rebates, reimbursements, carryover funds, and reimbursement resolution funds.

Policy Issue

Does City Council support amending the appropriations for the 2007 budget of the General, General Capital Improvement, General Capital Outlay Replacement, Parks, Open Space, and Trails, and Debt Service Funds?

Alternative

The alternative would be not to amend the 2007 budget appropriations for the General, General Capital Improvement, General Capital Outlay Replacement, Parks, Open Space, and Trails and Debt Service Funds and utilize these funds for other purposes. Staff does not recommend this alternative as the various departments have already incurred expenses and covered them in their current budget in anticipation of appropriation of the funds.

Background Information

This agenda memo and attached Councillor's Bill is a routine action addressing the need to appropriate additional revenues and offset expenditures that resulted from increased activity or events that were not anticipated during the normal budget process.

GENERAL FUND BUDGET AMENDMENTS

Tammy Hitchens in the Finance Department was awarded Colorado Government Finance Officer of the Year. The \$1,000 award is requested to be used for the Finance Department's career development.

Interest was received throughout the first half of 2007 on Certificate of Participation (COPS) funds from the Ice Centre COPS, Westminster Blvd COPS, Public Safety Building COPS, Capital Facilities COPS, and 07 Refunding COPS in the amounts of \$10,801, \$811, \$2,315, \$131 and \$817 respectively. Issuance restrictions require the interest earnings be appropriated for use on the respective projects or debt service.

On May 14, 2007, the City Manager signed a lease agreement with Key Municipal Finance approving the lease purchase of a Toolcat work machine for use at the Promenade. This purchase of \$40,626 was added to the master lease at an interest rate of 4.64%. In order to properly reflect the receipt of the lease proceeds and the subsequent use of the proceeds on the City's books, the lease proceeds are being appropriated.

On February 12, 2007, City Council approved the refunding of a portion of the 1998 and a portion of the 1999 Certificates of Participation (COPS). The amount to be appropriated including cost of issuance is \$32,950,908. The refunding resulted in a net interest cost of 4.15% and a total cash flow savings of \$1,460,567. In order to properly reflect the receipt of the COP proceeds and the subsequent use of the proceeds on the City's books, the proceeds are being appropriated.

The Police Department received \$1,349 from the State of Colorado, Department of Public Safety on behalf of the Denver Metro Auto Theft Team (DMATT). The reimbursement award was used for detective overtime incurred for auto theft investigations by the Westminster Police detective working on DMATT.

The Police Department received \$18,670 from the State of Colorado, Department of Transportation in a final distribution of DUI Grant funding. The reimbursement grant award was used for overtime for participation in the DUI program.

The Police Department also received \$1,900 from Jefferson County for a Victim Assistance Law Enforcement (VALE) grant award. The funding reimburses for the Spanish Immersion class attended by one of the Police Department's Victim Advocates.

The Police Department received \$1,316 from the City of Colorado Springs on behalf of the Internet Crimes against Children Task Force (ICAC). The ICAC task force is intended to target sexual predators of children who operate via the Internet. The reimbursement grant award was used for detective overtime and training while working on the ICAC task force.

GENERAL CAPITAL IMPROVEMENT FUND BUDGET AMENDMENTS

At tonight's Council Meeting, Council is being asked to approve an Intergovernmental Agreement (IGA) with the Urban Drainage and Flood Control District (UDFCD). Under the IGA, UDFCD will contribute \$300,000 in participation funds that are to be used for the 104th and Sheridan Boulevard Intersection improvement project.

The City received \$30,000 from Cadence Capital Investments. The funds were paid to the City as part of the purchase agreement of Shoenberg Farm. The funds were used as matching funds for a State Historical Fund grant award for the Shoenberg Farm building historic structure assessments, and to fund the assessment of the Shoenberg Farm Dairy Barn.

The City received \$60,000 from Urban Drainage and Flood Control District (UDFCD) as participating funds in the Heffley property purchase. The property will be utilized for drainage and flood control purposes as part of the South Westminster Revitalization project and the funds are required to be used on the project as part of the agreement.

The City received \$34,000 from the Wal-Mart Corporation as cash-in-lieu for public art for the 72nd and Sheridan Wal-Mart project. The funds are to be appropriated to the New Public Art Capital Project.

The City received \$63,775 in rebates from Excel Energy attributed to energy savings under the Siemens Energy Project. The funds were used for equipment deficiencies noted during the project, which could not be added to the bank financed energy savings contract.

The City received \$300,000 from the State Department of Corrections (CDOC). The funds were reimbursement of expenses related to remodeling the old Police Department building as required in the lease agreement between the City and CDOC. The funds will be appropriated back to the remodeling project.

Interest was received throughout the first half of 2007 on Certificate of Participation (COPS) funds from the 144th Interchange COPS in the amount of \$85,994. Issuance restrictions require the interest earnings be appropriated for use on the project or debt service.

At the June 25, 2007 Council Meeting, Council approved a resolution permitting reimbursement to the City of soft and hard costs incurred for capital project and land purchases out of the bond proceeds from the Parks, Open Space, and Trails (POST) Revenue Bonds anticipated to be issued in December 2007. POST Bond Revenues are being transferred from the POST Fund for the following capital projects: Big Dry Creek Park \$700,000, Sports Center \$500,000, City Park Aquatics Enhancements \$350,000, City Centre Park \$125,000.

GENERAL CAPITAL OUTLY REPACEMENT FUND BUDGET AMENDMENTS

In 2006 the City received \$30,674 from Roller and Associates as payment for vehicles sent to auction. On July 12, 2007 Roller and Associates notified the City that \$8,130 of the payment was for vehicles that did not belong to the City and requested a refund of the overpayment. Staff is requesting that 2006 carryover funds be appropriated to refund the overpayment to Roller and Associates.

Prior to 2006, the City transferred funds to the General Capital Outlay Replacement Fund (GCORF) for purchase of major equipment from General and Public Safety Tax fund under GCORF operating accounts. The unspent funds associated with paying the equipment purchases accumulated as fund balance for GCORF and would be appropriated as carryover when purchases required. In the 2007/2008 Budget, these funds are now being transferred to designated capital outlay accounts to simplify the separation of General and Public Safety Tax funds. Staff is requesting that the 2006 carryover balances of \$1,253,416 for General and \$1,404,544 for Public Safety Tax be appropriated to the corresponding capital outlay accounts for future equipment purchases.

PARKS, OPEN SPACE AND TRAILS FUND BUDGET AMENDMENTS

At the June 25, 2007 Council Meeting, Council approved a resolution permitting reimbursement to the City of soft and hard costs incurred for capital project and land purchases out of the bond proceeds from the Parks, Open Space, and Trails (POST) Revenue Bonds anticipated to be issued in December 2007. Staff is requesting appropriation of \$2,600,000 for Open Space Land Purchases and an inter-fund transfer to the General Capital Improvement fund for the following projects: Big Dry Creek Park \$700,000, Sports Center \$500,000, City Park Aquatics Enhancements \$350,000, City Centre Park \$125,000.

DEBT SERVICE FUND BUDGET AMENDMENTS

On February 12, 2007, City Council approved the refunding of the 1997 Series A Sales and Use Tax Revenues Bonds. The amount to be appropriated including cost of issuance is \$11,504,191. City Council also approved the refunding of the 2002 Series Sales and Use Tax Revenue Bonds; however, these bonds were not advantageous to refund at this time. The refunding resulted in a net interest cost of 3.98% and a total cash flow savings of \$712,947. In order to properly reflect the receipt of the bond proceeds and the subsequent use of the proceeds on the City's books, the bond proceeds are being appropriated.

On February 12, 2007, City Council approved the refunding of the 1997 Series B Sales and Use Tax Revenue Bonds. The amount to be appropriated including Cost of Issuance is \$14,498,522. The refunding resulted in a net interest cost of 3.96% and a total cash flow savings of \$788,608. In order to properly reflect the receipt of the bond proceeds and the subsequent use of the proceeds on the City's books, the bond proceeds are being appropriated.

These appropriations will amend General Fund revenue and expense accounts as follows:

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
General	1000.43060.0000	\$341,012	\$1,000	\$342,012
Interest Ice Center	1000.42530.0077	0	10,801	10,801
Interest 99 COPS	1000.42530.0276	0	811	811
Interest 01 COPS	1000.42530.0215	0	2,315	2,315
Interest Cap Facilities	1000.42530.0209	0	131	131
Interest 07 COPS	1000.42530.0277	0	817	817
Other Financing Source	1000.46000.0225	0	40,626	40,626
Note Proceeds	1000.46000.0277	0	32,950,908	32,950,908
State Grants	1000.40620.0000	0	21,919	21,919
Federal Grants	1000.40610.0000	33,000	<u>1,316</u>	34,316
Total Change to Revenues			<u>\$33,030,644</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Career Development	10015050.61800.0000	\$5,250	\$1,000	\$6,250
Lease Payment Ice Center	10010900.67700.0077	0	10,801	10,801
Lease Payment 99 COPS	10010900.67700.0276	0	811	811
Lease Payment 01 COPS	10010900.67700.0215	0	2,315	2,315
Lease Payment Capital Facilities	10010900.67700.0209	0	131	131
Lease Payment 07 COPS	10010900.67700.0277	0	817	817
Other Equipment	10050550.76000.0000	128,476	40,626	169,102
Other Financing Use	10010900.78800.0277	0	32,950,908	32,950,908
Salaries OT – Investigative Svcs	10020300.60400.0344	240,500	1,612	242,112
Career Development	10020050.61800.0344	20,000	1,053	21,053
Salaries OT Traffic	10020500.60400.0348	70,000	18,670	88,670
Career Development Investigative Svcs	10020300.61800.0344	20,000	<u>1,900</u>	21,900
Total Change to Expenses			<u>\$33,030,644</u>	

These appropriations will amend General Capital Improvement Fund revenue and expense accounts as follows:

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Fed T-21 Grant	7500.40610.0019	\$1,478,875	\$300,000	\$1,778,875
State Grant	7500.40620.0000	0	30,000	30,000
General	7500.43060.0000	400,000	360,000	760,000
Cash-in-Lieu Future Capital Projects	7500.40210.0751	360,000	34,000	394,000
Reimbursements	7500.43080.0000	0	63,775	63,775
Interest 05 COPS	7500.42530.0274	0	85,994	85,994
TRF POST	7500.45000.0540	0	<u>1,675,000</u>	1,675,000
Total Change to Revenues			<u>\$2,548,769</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
104 th /Sheridan Intersection Improv	80175030198.80400.8888	\$395,926	\$300,000	\$695,926
CD – Grants	80675030428.80400.8888	147	30,000	30,147
South Westminster Revitalization	80175030024.80400.8888	1,129,568	60,000	1,189,568
New Art Participation	80575030426.80400.8888	20,310	34,000	54,310
BO&M Major Maintenance	80375012312.80400.8888	0	63,775	63,775
PD Renovation	80675012033.80400.8888	915,000	300,000	1,215,000
COPS Interchange	80575030733.80400.8888	1,943,433	12,561	1,955,944

COPS Interchange	80575030713.80400.8888	16,430,779	73,433	16,504,212
City Centre Park	80775050792.80400.8888	\$0	125,000	\$125,000
City Park Aquatics Enhancements	80775050793.80400.8888	0	350,000	350,000
Sports Center	80775050789.80400.8888	0	500,000	500,000
Big Dry Creek Park	80775050791.80400.8888	0	700,000	700,000
Total Change to Expenses			<u>\$2,548,769</u>	

These appropriations will amend General Capital Outlay Replacement Fund revenue and expense accounts as follows:

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Carryover	4500.40020.0000	\$74,653	<u>\$2,666,090</u>	\$2,740,743
Total Change to Revenues			<u>\$2,666,090</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Other Expenses Miscellaneous	45010900.79400.0000	\$0	\$8,130	\$8,130
Capital Outlay – General	80645010900.80400.8888	0	1,253,416	1,253,416
Capital Outlay – Public Safety Tax	80645010911.80400.8888	343,457	<u>1,404,544</u>	1,748,001
Total Change to Expenses			<u>\$2,666,090</u>	

These appropriations will amend Parks, Open Space, and Trails Fund revenue and expense accounts as follows:

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Other Financing Source	5400.46000.0000	\$0	<u>\$4,275,000</u>	\$4,275,000
Total Change to Revenues			<u>\$4,275,000</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
2007 C POST Bond	80754010798.80400.8888	0	2,600,000	2,600,000
Transfers GCIF	54010900.79800.0750	481,044	<u>1,675,000</u>	2,156,044
Total Change to Expenses			<u>\$4,275,000</u>	

These appropriations will amend Debt Service Fund revenue and expense accounts as follows:

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Bond Proceeds	8000.46020.0180	\$0	\$11,504,191	\$11,504,191
Bond Proceeds	8000.40620.0204	\$0	<u>14,498,522</u>	14,498,522
Total Change to Revenues			<u>\$26,002,713</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Other Financing Use	80010900.78800.0000	\$0	<u>\$26,002,713</u>	\$26,002,713
Total Change to Expenses			<u>\$26,002,713</u>	

These adjustments will bring the City's accounting records up-to-date to reflect the various detailed transactions.

Respectfully submitted,

J. Brent McFall
City Manager
Attachment

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **47**

SERIES OF 2007

INTRODUCED BY COUNCILLORS

A BILL

FOR AN ORDINANCE AMENDING THE 2007 BUDGETS OF THE GENERAL, GENERAL CAPITAL IMPROVEMENT, GENERAL CAPITAL OUTLAY REPLACEMENT, PARKS, OPEN SPACE, AND TRAILS, AND DEBT SERVICE FUNDS AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2007 ESTIMATED REVENUES IN THE FUNDS

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2007 appropriation for the General, General Capital Improvement, General Capital Outlay Replacement, Parks, Open Space, and Trails, and Debt Service Funds, initially appropriated by Ordinance No. 3316 are hereby increased in aggregate by \$68,523,216. This appropriation is due to the receipt of achievement awards, interest earnings, lease proceeds, refunding proceeds, grants, participation funds, cash-in-lieu, energy rebates, reimbursements, carryover funds, and reimbursement resolution funds.

Section 2. The \$68,523,216 increase shall be allocated to City Revenue and Expense accounts as described in the City Council Agenda Item 47 dated August 13, 2007 (a copy of which may be obtained from the City Clerk) increasing City fund budgets as follows:

General Fund	\$33,030,644
General Capital Improvement Fund	2,548,769
General Capital Outlay Replacement Fund	2,666,090
Parks, Open Space, and Trails Fund	4,275,000
Debt Service	<u>26,002,713</u>
Total	<u>\$68,523,216</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 13th day of August, 2007.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 27th day of August, 2007.

ATTEST:

Mayor

City Clerk

Summary of Proceedings

Summary of proceedings of the regular meeting of the Westminster City Council held Monday, August 13, 2007. Mayor McNally, Mayor Pro Tem Kauffman, and Councillors Dittman, Kaiser, Lindsey, Major, and Price were present at roll call.

The minutes of the July 23, 2007 regular meeting were approved.

Council presented employee service awards to employees celebrating 20, 25 and 30 years of service.

Council approved the following: Special Permit and License Board penalty guidelines; Radio System Use Agreement with Arvada Fire Protection; custodial services contracts ratification; architectural services contract for the remodel of the former Police Department building; Cheyenne Ridge Park concrete contract; Sheridan Boulevard water line change order; 2007 Wastewater Collection System Improvement Project; adjustment to the approved purchase price for the acquisition of real property and facilities located at 128th Avenue and Huron Street; IGA with UDFCD for Middle Branch of Hylands Creek Channel construction; amended IGA with the UDFCD for Cozy Corner Tributary No. 5 Channel Design and Construction; additional funds to the City's Master Lease Program for the Parks Promenade maintenance equipment; final passage of Councillor's Bill No. 43 re amendments to Titles III, IV and V of the W.M.C. concerning tax administration; and final passage of Councillor's Bill No. 44 re adopting a new Chapter 1 of Title VII on Elections and amending Sections 1-11-2 and 2-1-1, W.M.C. re privacy issues concerning Council, Board and Commission Members.

Council adopted Resolution No. 26 re Ambulance Fee Schedule and Resolution No. 27 re purchase of the 5.5 acre Church of Jesus Christ Latter-Day Saints property on 100th Avenue next to the northwest corner of 100th Avenue and Simms Street.

Council passed the following Councillors' Bills on first reading:

A BILL FOR AN ORDINANCE ESTABLISHING COST RECOVERIES FOR CITY-CONSTRUCTED PROJECT: HURON STREET IMPROVEMENTS, 128TH TO 140TH AVENUE. Purpose: Establish recovery payments owed to the City for costs incurred for construction improvements.

A BILL FOR AN ORDINANCE ESTABLISHING COST RECOVERIES FOR CITY-CONSTRUCTED PROJECT: HURON STREET IMPROVEMENTS, 140TH TO 150TH AVENUE. Purpose: Establish recovery payments owed to the City for costs incurred for construction improvements.

A BILL FOR AN ORDINANCE AMENDING THE 2007 BUDGETS OF THE GENERAL, GENERAL CAPITAL IMPROVEMENT, GENERAL CAPITAL OUTLAY REPLACEMENT, PARKS, OPEN SPACE, AND TRAILS, AND DEBT SERVICE FUNDS AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2007 ESTIMATED REVENUES IN THE FUNDS. Purpose: 2007 2nd Quarter Budget supplemental appropriations.

The meeting adjourned at 7:28 p.m.

By Order of the Westminster City Council
Carla Koeltzow, Deputy City Clerk
Published in the Westminster Window on August 23, 2007

**A BILL FOR AN ORDINANCE AMENDING TITLES III, IV AND V OF THE WESTMINSTER
MUNICIPAL CODE CONCERNING TAX ADMINISTRATION**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. Section 3-6-4, W.M.C., is hereby DELETED IN ITS ENTIRETY AND THE INDEX AMENDED ACCORDINGLY:

**CHAPTER 6
DEPARTMENT OF FINANCE**

3-6-1: DEPARTMENT CREATED

3-6-2: APPOINTMENT OF DIRECTOR OF FINANCE

3-6-3: DUTIES OF THE DIRECTOR OF FINANCE

~~3-6-4: SALES TAX ENFORCEMENT OFFICER~~

~~**3-6-4: SALES TAX ENFORCEMENT OFFICER:**~~

~~(A) There is hereby created the position of Sales Tax Enforcement Officer.~~

~~(B) It shall be the duty of the Sales Tax Enforcement Officer to enforce Title IV, Chapters 1, 5, 6, and 8, of Title V and Sections 5-9-1 and 5-9-3 of this Code.~~

~~(C) The Sales Tax Enforcement Officer shall be deemed a peace officer for the limited purpose of enforcing the provisions delineated in Subsection (B) of this Section and shall have the power to issue complaints and summonses for violations of those provisions pursuant to Rule 206, Municipal Court Rules of Procedures, and Section 1-22-18 of this Code.~~

~~(D) The Sales Tax Enforcement Officer shall not be deemed to be a sworn member of the Police Department pursuant to Section 3-1-4.~~

Section 2. Section 4-1-1, subsections (H) through (S), W.M.C., are hereby AMENDED as follows:

4-1-1: DEFINITIONS WORDS AND PHRASES DEFINED:

(H) **"Occupation Taxes"** MEANS THE TAXES LEVIED BY CHAPTER 5 AND CHAPTER 7 OF THIS TITLE.

~~(H)~~(I) **"Person"** means any individual, firm, partnership, joint venture, corporation, estate or trust, receiver, trustee, assignee, lessee or any person acting in a fiduciary or representative capacity, whether appointed by court or otherwise or any group or combination acting as a unit.

~~(I)~~(J) **"Price"** for purposes of this Chapter shall include any definition of "price" included in other Chapters of this Title.

~~(J)~~(K) **"Purchase" or "Sale"** for purposes of this Chapter, shall include any definition of "purchase" or "sale" included in other Chapters of this Title.

~~(K)~~(L) **"Retailer"** for purposes of this Chapter, shall include any definition of "retailer", "operator" or "vendor" included in other Chapters of this Title.

~~(L)~~(M) **"Return"** for purposes of this Chapter shall include any definition of "return" included in other Chapters of this Title MEANS ANY FORM PRESCRIBED BY THE FINANCE DIRECTOR FOR COMPUTING AND REPORTING A TOTAL TAX LIABILITY.

~~(M)~~(N) **"Tax"** for purposes of this Chapter shall include any definition of "tax" included in other Chapters in this Title.

~~(N)~~(O) **"Tax Deficiency"** means any amount of tax that is not reported or not paid on or before the due date.

~~(O)~~(P) **"Taxable Sales"** means gross sales less any exemptions and deductions specified in this Title.

~~(P)~~(Q) **"Taxable Services"** means services subject to the tax pursuant to this Title.

~~(Q)~~(R) **"Taxpayer"** for the purposes of this title, means any person obligated to pay, collect or remit tax under the terms of this Title.

~~(R)~~(S) **"Tax Policy"** means, for the purposes of Colorado Constitution Article X, Section 20, the provisions of this title that govern the persons upon whom the City's tax is imposed and the transactions to which the City's tax applies, including tax exemptions and tax deductions, but excluding any provisions concerning fees, interest changes, or penalties related to the administration and enforcement of said tax policy.

~~(S)~~(T) **"Total Tax Liability"** means the total of all tax, penalties or interest owed by a taxpayer and shall include sales tax collected in excess of such tax computed on total sales.

Section 3. Section 4-1-2, W.M.C., is hereby amended BY THE ADDITION OF A NEW SUBSECTION (C) to read as follows:

4-1-2: EXEMPTION; BURDEN OF PROOF:

(C) THE BURDEN OF PROVING THAT ANY TAXPAYER IS EXEMPT FROM REMITTING THE OCCUPATION TAXES SHALL BE ON THE TAXPAYER UNDER SUCH REASONABLE REQUIREMENTS OF PROOF AS THE FINANCE DIRECTOR MAY PRESCRIBE.

Section 4. Section 4-1-3, subsection (C), W.M.C., is hereby AMENDED to read as follows:

4-1-3: DEDUCTIONS AND CREDITS:

(C) Collection Fee. For each reporting period, ~~the City shall pay a retailer~~ EVERY RETAILER SHALL BE ENTITLED TO a collection and remittance fee equal to the lesser of ONE HUNDRED DOLLARS (\$100) or two and one-half percent (2 1/2%) of the sum of the tax computed and any excess tax collected. A retailer ~~may~~ SHALL apply this fee as an offset against the amount of tax due to the City at the time of remittance. Such fee shall be forfeited for any tax that is not reported and paid by the due date. FAILURE TO APPLY THIS FEE AS AN OFFSET AGAINST THE AMOUNT OF TAX DUE AT THE TIME OF REMITTANCE SHALL RESULT IN FORFEITURE OF THE COLLECTION FEE. ~~Forfeiture of the fee shall be prima facie evidence that the retailer was in violation of this Title.~~ This paragraph shall not apply to use tax.

Section 5. Section 4-1-5, W.M.C., is hereby amended BY THE ADDITION OF A NEW SUBSECTION (E) to read as follows:

4-1-5: RETAILER RESPONSIBLE FOR COLLECTION AND PAYMENT OF TAX:

(E) USE OF ELECTRONIC LOCATION DATABASE; RETAILER HELD HARMLESS:

1. ANY RETAILER RESPONSIBLE FOR THE COLLECTION AND PAYMENT OF TAX UNDER THIS TITLE MAY USE AN ELECTRONIC DATABASE OF STATE ADDRESSES THAT IS CERTIFIED BY THE STATE DEPARTMENT OF REVENUE PURSUANT TO § 39-26-105.3, C.R.S., TO DETERMINE THE JURISDICTIONS TO WHICH TAX IS OWED.
2. ANY RETAILER THAT USES THE DATA CONTAINED IN AN ELECTRONIC DATABASE CERTIFIED BY THE STATE DEPARTMENT OF REVENUE PURSUANT TO § 39-26-105.3 C.R.S., TO DETERMINE THE JURISDICTIONS TO WHICH TAX IS OWED SHALL BE HELD HARMLESS FOR ANY TAX, PENALTY, OR INTEREST OWED TO THE CITY THAT OTHERWISE WOULD BE DUE SOLELY AS A RESULT OF AN ERROR IN THE ELECTRONIC DATABASE PROVIDED THAT THE RETAILER DEMONSTRATES THAT IT USED THE MOST CURRENT INFORMATION AVAILABLE IN SUCH ELECTRONIC DATABASE ON THE DATE THAT THE SALE OCCURRED. EACH RETAILER SHALL KEEP AND PRESERVE SUCH RECORDS AS PRESCRIBED BY THE FINANCE DIRECTOR TO DEMONSTRATE THAT IT USED THE MOST CURRENT INFORMATION AVAILABLE IN THE ELECTRONIC DATABASE ON THE DATE THAT THE SALE OCCURRED. NOTWITHSTANDING THE ABOVE, IF THE ERROR IN COLLECTING AND REMITTING IS A RESULT OF A DECEPTIVE REPRESENTATION, A FALSE REPRESENTATION, OR FRAUD, THE PROVISIONS OF THIS SUBSECTION SHALL NOT APPLY.
3. THE PROVISIONS OF THIS SUBSECTION SHALL NOT APPLY TO USE TAX.

Section 6. Section 4-1-7, W.M.C., is hereby AMENDED to read as follows:

4-1-7: FILING RETURNS; DUE DATE:

(A) EXCEPT AS PROVIDED IN THIS SECTION, every taxpayer shall file a return, whether or not tax is due, and remit any tax due to the City on or before the twentieth day following the end of the reporting period. RETURNS OF THE TAXPAYER SHALL CONTAIN SUCH INFORMATION AND BE MADE IN SUCH MANNER AND UPON SUCH FORMS AS THE FINANCE DIRECTOR MAY PRESCRIBE. THE SIGNATURE OF THE TAXPAYER OR DULY AUTHORIZED AGENT SHALL APPEAR ON ALL RETURNS. A VALID DIGITAL SIGNATURE OR THE EQUIVALENT THEREOF, ON A FILED RETURN TRANSMITTED ELECTRONICALLY OVER THE INTERNET OR SIMILAR MEANS, OR A SIGNATURE ON A RETURN SENT VIA FACSIMILE OR OTHER FORM ACCEPTABLE TO THE FINANCE DIRECTOR, IS ACCEPTED AND HELD AS A WRITTEN SIGNATURE.

(B) EVERY TAXPAYER REQUIRED TO REPORT AND REMIT OCCUPATION TAXES SHALL FILE A RETURN AND REMIT ANY TAX DUE PURSUANT TO THE APPLICABLE PROVISIONS OF CHAPTER 5 AND CHAPTER 7 OF THIS TITLE.

(C) EVERY PERSON WHO USES CONSTRUCTION EQUIPMENT IN THE CITY SHALL FILE A CONSTRUCTION EQUIPMENT DECLARATION AND REMIT ANY TAX DUE TO THE CITY ON OR BEFORE THE DATE THE CONSTRUCTION EQUIPMENT IS LOCATED IN THE CITY.

(D) EVERY PERSON WHO PAYS AN ESTIMATED PREPAYMENT OF USE TAX AT THE TIME A BUILDING PERMIT IS ISSUED SHALL FILE A RETURN AND REMIT ANY USE TAX DUE IN EXCESS OF THE AMOUNT PREPAID ON OR BEFORE THE THIRTIETH (30TH) DAY FOLLOWING THE

ISSUANCE OF A CERTIFICATE OF OCCUPANCY. A RETURN SHALL NOT BE REQUIRED IF NO ADDITIONAL USE TAX IS DUE.

~~(B)~~ (E) A retailer engaged in business in the City at two or more locations, whether inside or outside the City, who collects tax, may file one return for all such locations, when accompanied by a supplemental schedule showing the gross sales and net taxable sales for each location.

~~(C)~~ (F) Any consumer reporting use tax due from two or more locations may file one return for all such locations.

~~(D)~~ (G) For good cause shown in a written request of a taxpayer, the Finance Director may extend the time for making returns and paying or remitting tax due.

~~(E)~~ (H) No person shall make any false statement in connection with a return.

Section 7. Section 4-1-8, subsections (A) and (B), W.M.C., are hereby AMENDED to read as follows:

4-1-8: REPORTING PERIODS:

(A) Unless otherwise required or approved, taxpayers must file returns and pay tax as follows:

1. A taxpayer whose monthly tax due is less than ten dollars (\$10) may file returns and remit tax annually, ~~semi-annually~~, quarterly or monthly;

~~2. A taxpayer whose monthly tax due is less than twenty dollars (\$20) may file returns and remit tax semi-annually, quarterly or monthly;~~

~~3.~~ 2. A taxpayer whose monthly tax due is less than forty dollars (\$40) may file returns and remit tax quarterly or monthly; or

4. 3. A taxpayer whose monthly tax due is forty dollars (\$40) or more shall file returns and remit tax monthly.

(B) The reporting period for an initial use tax return shall ~~be~~ INCLUDE ALL TRANSACTIONS UP TO AND INCLUDING THE LAST DAY PRIOR TO THE FIRST DAY OF BUSINESS AND SHALL END ON SUCH DATE. ~~the calendar month of the date of sale if a business was purchased or opening day of business if a business is new.~~

Section 8. Section 4-1-10, subsections (D)(1) and (H), W.M.C., are hereby AMENDED to read as follows:

4-1-10: AUTHORITY OF THE FINANCE DIRECTOR: The administration of this Title is hereby vested in the Finance Director.

(D) Subpoenas: The Finance Director may issue a subpoena to command a person to attend and give testimony or to produce books, accounts and records.

1. Any subpoena issued under the terms of this Title shall be served as set forth in the Colorado Rules of Civil Procedure, including the payment of witness fees. ~~When the witness is subpoenaed at the insistence of the City, such fees shall be paid by the City.~~ When a witness is subpoenaed at the insistence of the taxpayer, the Finance Director may require that the cost of service of the subpoena and the fee be paid by the taxpayer. In the discretion of the Finance Director, a deposit to cover the cost of the subpoena and witness fees may be required.

(H) Partial Payments; PAYMENT IN INSTALLMENTS: The Finance Director may accept any partial payment made and apply such payments towards the TOTAL tax LIABILITY ~~due~~ OR ALLOW PAYMENT OF A TOTAL TAX LIABILITY ON AN INSTALLMENT BASIS. PAYMENT OF PART BUT LESS THAN THE TOTAL TAX LIABILITY SHALL BE FIRST APPLIED TO PENALTY, IF ANY, SECONDLY TO ACCRUED INTEREST, AND, LASTLY, TO THE TAX DEFICIENCY ITSELF. Deposit of such payments shall not in any way imply that the remaining balance is or has been abated. INTEREST SHALL CONTINUE TO ACCRUE ON THE REMAINING TAX DEFICIENCY UNTIL PAID AS PROVIDED BY THIS CHAPTER.

Section 9. Section 4-1-21, W.M.C., is hereby AMENDED to read as follows:

4-1-21: PENALTIES:

(A) Penalty for Late Remittance of Sales, Use and Accommodations Tax DEFICIENCY: A penalty of fifteen dollars (\$15.00) or ten percent (10%) of the tax deficiency, whichever is greater, shall be levied on any tax deficiency.

~~(B) Penalty for Late Remittance of Admissions Tax: A penalty shall be levied on any tax deficiency.~~

- ~~1. For transactions consummated prior to January 1, 1992, such penalty shall be twelve percent (12%) of the tax deficiency.~~
- ~~2. For transactions consummated on or after January 1, 1992, such penalty shall be fifteen dollars (\$15) or ten percent (10%) of the tax deficiency, whichever is greater.~~

~~(C)~~ (B) Penalty for Fraud: If any tax deficiency is due to fraud or the intent to evade the tax, the penalty shall be fifty percent (50%) of the total tax deficiency.

~~(D)~~ (C) Penalty for Repeated Enforcement: If three Notices of Assessment for the same type of tax have been issued to the same taxpayer within thirty-six (36) consecutive months, a special penalty of fifteen percent (15%) of the total tax liability, or twenty five dollars (\$25), whichever is greater, shall be levied.

(D) PENALTY FOR RECURRING DISTRAINT: IF ANY TAXPAYER REPEATEDLY FAILS, NEGLECTS, OR REFUSES TO PAY THE TAXES LEVIED BY THIS TITLE WITHIN THE TIME REQUIRED BY THIS TITLE AND THE CITY HAS BEEN REQUIRED TO ISSUE DISTRAINT WARRANTS TO ENFORCE THE COLLECTION OF THE TAX DUE FROM SUCH TAXPAYER, THE FINANCE DIRECTOR IS AUTHORIZED TO COLLECT THE TAX DEFICIENCY TOGETHER WITH ALL INTEREST AND PENALTIES THEREON PROVIDED BY LAW AND ALSO AN ADDITIONAL PENALTY OF TWO HUNDRED FIFTY DOLLARS (\$250) EACH FOR THE SECOND AND ALL SUBSEQUENT DISTRAINT WARRANTS REGARDING THE TAXPAYER THAT ARE ISSUED BY THE CITY PURSUANT TO THIS CHAPTER.

(E) Other Penalties; Power to Waive: If the Finance Director determines that a person has registered or caused to be registered a motor vehicle outside the City and that such motor vehicle should have been registered at an address in the City, the Finance Director is authorized to assess a civil penalty of five hundred dollars (\$500) against the person. A written notice of the penalty assessment shall be issued, paid and protested in the same manner as a notice of assessment. The Finance Director may enforce collection of the penalty assessment in the same manner as provided in this title for the collection of tax due. Assessment and collection of this penalty shall not preclude the collection of any tax due or fee or the imposition of any other civil or criminal penalty provided by law.

(F) Abatement of Penalty: Any penalty assessed in this Section may be abated by the Finance Director if the Finance Director finds good cause therefore ~~and:~~

- ~~1. If the taxpayer submits a written request for such abatement on or before the payment due date of the applicable Notice of Assessment; or~~
- ~~2. If no assessment was issued, within 60 days after payment of the tax.~~

Section 10. Section 4-1-22, W.M.C., is hereby AMENDED to read as follows:

4-1-22: INTEREST: Interest shall be levied AT THE RATE OF ONE (1) PERCENT EACH MONTH, OR FRACTION THEREOF, ~~on~~ THAT any tax deficiency REMAINS UNPAID. EXCEPT AS PROVIDED IN THIS CHAPTER, INTEREST PROPERLY ASSESSED ON ANY TAX DEFICIENCY SHALL NOT BE ABATED AND SHALL BE COLLECTED AND PAID IN THE SAME MANNER AS THE TAX ITSELF.

~~(A) Interest shall be calculated for each month or portion of a month from the due date that a tax deficiency remains unpaid.~~

- ~~1. For transactions consummated on or after January 1, 1994, the annual rate of interest assessed shall be FIXED AT the rate established by the State Commissioner of Banking pursuant to Section 39-21-110.5 C.R.S. IN EFFECT ON THE DATE THE TAX WAS DUE.~~
- ~~2. For transactions consummated prior to January 1, 1994, the annual rate of interest assessed shall be fifteen percent (15%).~~

~~(B) When a timely protest is made to a Notice of Assessment, no additional interest shall be assessed on any tax upheld by the Finance Director for the period between the interest date of such assessment and the payment date established in an informal meeting or thirty (30) days after the date of a Findings of Fact, Conclusion and Decision issued after a hearing.~~

~~(C) Interest properly assessed on any tax deficiency shall not be abated.~~

Section 11. Section 4-1-24, W.M.C., is hereby AMENDED to read as follows:

4-1-24: ABATEMENT OF TAX DEFICIENCY:

(A) The Finance Director may abate up to 10% of any tax deficiency, or five thousand dollars (\$5,000), whichever is greater, AND THE PENALTY AND INTEREST ASSESSED THEREON, if the Finance Director finds good cause therefor. The Finance Director shall submit a report of amounts abated in excess of five hundred dollars (\$500) to the City Manager.

(B) IF THE FINANCE DIRECTOR ISSUES AN ESTIMATED NOTICE OF ASSESSMENT TO A TAXPAYER WHO NEGLECTS TO FILE A RETURN BY THE DUE DATE, AND THE TAXPAYER SUBSEQUENTLY DEMONSTRATES TO THE SATISFACTION OF THE FINANCE DIRECTOR THAT THE AMOUNT SO ESTIMATED IS GREATER THAN THE ACTUAL TOTAL TAX LIABILITY, THE FINANCE DIRECTOR MAY, FOR GOOD CAUSE SHOWN, ABATE THE ESTIMATED TOTAL TAX LIABILITY TO THE EXTENT IT EXCEEDS THE ACTUAL TOTAL TAX LIABILITY.

Section 12. Section 4-1-25, W.M.C., is hereby AMENDED to read as follows:

4-1-25: PROTEST OF NOTICE OF ASSESSMENT OR DENIAL OF REFUND:

(A) Any Notice of Assessment may be protested by the taxpayer to whom it is issued.

1. A protest of a Notice of Assessment issued to a vendor or taxpayer for failure to file a return, for underpayment of tax owed, or as a result of an audit shall be submitted in writing to the Finance Director within twenty (20) calendar days from the date of the Notice of Assessment. Any such protest shall identify the amount of tax disputed and the basis for the protest.
2. When a timely protest is made, no further enforcement action will be instituted by the City for the portion of the assessment being protested unless:
 - a. the taxpayer fails to pursue the protest in a timely manner; OR
 - b. THE TOTAL TAX LIABILITY WILL BE JEOPARDIZED BY DELAY AND THE CITY MANAGER HAS ISSUED A JEOPARDY ASSESSMENT AND DEMAND FOR PAYMENT PURSUANT TO THIS CHAPTER.

(B) Protest of Denial of Refund: A protest of a denial of a refund shall be submitted in writing to the Finance Director within twenty (20) calendar days from the date of the denial of the refund and shall identify the amount of the refund requested and the basis for the protest.

(C) Any timely protest entitles a taxpayer to a hearing under the provisions of this Title.

1. If, in the opinion of the Finance Director, the issues involved in such protest may be resolved administratively, the Finance Director may recommend an informal meeting with the taxpayer.
2. Participation in such an informal meeting does not prevent either the taxpayer or the City from holding a hearing if the dispute cannot be resolved by such meeting.
3. If the issues are satisfactorily resolved at an informal meeting and a hearing is not requested, the remaining total tax liability, if any, shall be paid on or before ten (10) days after the date of the notification of the amount due.

Section 13. Section 4-1-28, W.M.C., is hereby AMENDED to read as follows:

4-1-28: LIEN FOR TAX DUE: THE TAX IMPOSED BY THIS TITLE, TOGETHER WITH THE INTEREST AND PENALTIES HEREIN PROVIDED, AND ANY COSTS OF COLLECTION THAT MAY BE INCURRED SHALL AUTOMATICALLY BE AND, UNTIL PAID, REMAIN A LIEN UPON THE REAL PROPERTY OF AND TANGIBLE PERSONAL PROPERTY, INCLUDING GOODS, STOCK IN TRADE, AND BUSINESS FIXTURES, OWNED OR USED BY ANY TAXPAYER INCLUDING TANGIBLE PERSONAL PROPERTY USED UNDER LEASE, INSTALLMENT SALE, OR OTHER CONTRACT AGREEMENT. EXCEPT AS PROVIDED IN THIS SECTION, SUCH LIEN SHALL BE A FIRST AND PRIOR LIEN AND SHALL TAKE PRECEDENCE ON ALL SUCH PROPERTY OVER ALL OTHER LIENS OR CLAIMS OF WHATSOEVER KIND OR NATURE.

(A) PRIORITY OF LIENS UPON REAL PROPERTY: A LIEN UPON THE REAL PROPERTY OF THE TAXPAYER SHALL BE A FIRST AND PRIOR LIEN AND SHALL HAVE PRECEDENCE OVER ALL OTHER LIENS OF WHATSOEVER KIND OR NATURE, EXCEPT AS TO PREEXISTING CLAIMS OR LIENS OF A BONA FIDE MORTGAGEE, PLEDGEE, JUDGMENT CREDITOR OR PURCHASER WHOSE RIGHTS SHALL HAVE ATTACHED PRIOR TO THE FILING OF A NOTICE OF LIEN BY THE FINANCE DIRECTOR AS HEREINAFTER PROVIDED.

(B) IMPROVEMENTS TO REAL PROPERTY: THE USE TAX IMPOSED BY THIS TITLE UPON ANY ARTICLE OF TANGIBLE PERSONAL PROPERTY THAT IS ATTACHED AND AFFIXED TO REALTY OR THE IMPROVEMENTS AND STRUCTURES LOCATED THEREON, SITUATED WITHIN THE CITY, TOGETHER WITH INTEREST AND PENALTIES HEREIN PROVIDED, SHALL CONSTITUTE A FIRST AND PRIOR LIEN UPON SUCH REALTY AND THE IMPROVEMENTS LOCATED THEREON, SO BENEFITED BY THE ATTACHING AND AFFIXING OF SUCH ARTICLES OF TANGIBLE PERSONAL PROPERTY THERETO, WHICH LIEN SHALL HAVE PRECEDENCE OVER ALL OTHER LIENS OF WHATSOEVER KIND OR NATURE, EXCEPT AS TO PREEXISTING CLAIMS OR LIENS OF A BONA FIDE MORTGAGEE, PLEDGEE, JUDGMENT CREDITOR OR PURCHASER WHOSE RIGHTS SHALL HAVE ATTACHED PRIOR TO THE FILING OF A NOTICE OF LIEN BY THE FINANCE DIRECTOR AS HEREINAFTER PROVIDED.

~~(A) Issuance (C) NOTICE OF LIEN: If any total tax liability is not paid by the payment date of a Notice of Assessment, the Finance Director may issue SERVE a Notice of Lien IN SUCH FORM AS THE FINANCE DIRECTOR MAY PRESCRIBE WITH THE OWNER OR POSSESSOR OF PROPERTY ON WHICH A LIEN HAS ATTACHED OR FILE SAID NOTICE WITH THE SECRETARY OF STATE OR THE CLERK AND RECORDER OF ANY COUNTY IN COLORADO IN WHICH THE REAL OR PERSONAL PROPERTY IS LOCATED. on the real and personal property of the taxpayer. Such lien shall specify the name of the taxpayer, the total tax liability, the date of the accrual thereof, and the location of the property, and shall be certified by the Finance Director.~~

~~(B) Filing: The Notice of Lien shall be filed in the office of the Clerk and Recorder of any county in Colorado in which the real or personal property of the taxpayer is located. Such filing shall create a lien on such property in that county and constitute a notice thereof.~~

~~(C) Priority (D) EXEMPTION FROM LIEN: The attachment and priority of such lien shall be as follows:~~

- ~~1. Such lien shall be a first and prior lien upon the goods, stock in trade, and business fixtures owned or used by any taxpayer, including those used under lease, installment sale or other contract agreement, and shall take precedence on all such property over all other liens or claims of whatsoever kind or nature.~~
- ~~2. Such lien on the real and tangible personal property of the taxpayer that is not goods, stock in trade, and business fixtures shall be a first and prior lien except as to pre-existing claims or liens of a bona fide mortgagee, pledgee, judgment creditor or purchaser whose rights have attached and been perfected prior to the filing of the notice of lien.~~
- ~~3.—1. The personal property of an owner who has made a bona fide lease to a taxpayer shall be exempt from the lien created in this Subsection if such property can reasonably be identified from the lease description and if the lessee is given no right to become the owner of the property leased. This exemption shall be effective from the date of the execution of the lease if the lease is recorded WITHIN TEN (10) DAYS OF EXECUTION with the SECRETARY OF STATE OR county clerk and recorder of the county where the property is located or based.~~
- ~~4.—2. Motor vehicles that are properly registered in this state, showing the lessor as owner thereof, shall be exempt from such lien except that such lien shall apply to the extent that the lessee has an earned reserve, allowance for depreciation not to exceed the fair market value, or similar interest which is or may be credited to the lessee.~~
- ~~5.—3. Where a lessor and lessee are blood relatives or relatives by law or have twenty-five percent (25%) or more common ownership, a lease between such lessee and such lessor shall not be considered as bona fide for purposes of this Section.~~

~~(D) (E) Enforcement Against Real Property: If a Notice of Lien is filed against real property, the Finance Director may direct the City Attorney to file a civil action to enforce such lien. The court may determine the interest in the property of each party, decree a sale of the real property, and distribute the proceeds according to such findings. Procedure for the action and the manner of sale, the period for and manner of redemption from the sale, and the execution of deed of conveyance shall be in accordance with the law and practice relating to foreclosures of mortgages upon real property. In any such action, the court may appoint a receiver of the real property involved in such action if equity so requires.~~

Section 14. Section 4-1-32, subsection (A), W.M.C., is hereby AMENDED to read as follows:

4-1-32: JEOPARDY ASSESSMENT:

(A) Issuance: If the collection of any total tax liability from a taxpayer, whether or not previously assessed, will be jeopardized by delay, the City Manager may declare the taxable period immediately terminated, order the Finance Director to determine the total tax liability, and issue a Jeopardy Assessment and Demand for Payment. NOTWITHSTANDING THE PROVISIONS OF SECTION 4-1-25(A), Any total tax liability so assessed shall be due and payable immediately.

Section 15. Section 4-1-33, , W.M.C., is hereby AMENDED to read as follows:

4-1-33: LEVY, DISTRRAINT AND SALE:

(A) ~~Unless such property is exempt by State Statute from distraint and sale,~~ The City Manager may sign and issue a warrant directed to any employee or agent of the City, or any sheriff of any county in Colorado, ~~SOMETIMES IN THIS SECTION COLLECTIVELY REFERRED TO AS “AGENT” commanding the LEVY UPON, AND distraint and sale of personal~~ ALL property AND RIGHTS TO PROPERTY, EXCEPT AS EXEMPTED BY THIS SECTION of the taxpayer OR on which a lien has attached for the payment of the total tax liability.

1. Such warrant may be issued if the total tax liability is not remitted on or before twenty (20) days from the ~~due~~ date of a Notice of Assessment and no protest of such assessment has been timely filed.
2. SUCH WARRANT MAY BE ISSUED IF THE TOTAL TAX LIABILITY IS NOT PAID WITHIN THIRTY (30) DAYS FROM THE FINAL DECISION ISSUED BY THE FINANCE DIRECTOR AFTER A HEARING ON A TIMELY PROTESTED NOTICE OF ASSESSMENT AND NO PETITION FOR APPEAL HAS BEEN TIMELY FILED AS PROVIDED BY THIS TITLE.
3. Such warrant may be issued immediately if a Jeopardy Assessment and Demand for Payment has been issued.

(B) ~~If the taxpayer does not volunteer entry to the premises,~~ The City Manager may apply to the municipal court of the City for a warrant authorizing any employee or agent of the City to search for and distraint property located inside the City to enforce the collection of total tax liability.

1. The City Manager shall demonstrate to the Court that the premises to which entry is sought contains property that is subject to distraint and sale for total tax liability.
2. If a Jeopardy Assessment and Demand for Payment has been issued, the City Manager shall specify to the court why collection of the total tax liability will be jeopardized.
3. The procedures to be followed in issuing and executing a warrant pursuant to this Subsection shall comply with Rule 241 of the Colorado Municipal Court Rules of Procedure.

(C) LEVY MAY BE MADE BY SERVING A NOTICE OF LEVY OR DISTRAINT WARRANT ON ANY PERSON IN POSSESSION OF, OR OBLIGATED WITH RESPECT TO, PROPERTY OR RIGHTS TO PROPERTY SUBJECT TO LEVY, INCLUDING RECEIVABLES, BANK ACCOUNTS, EVIDENCES OF DEBT, AND SECURITIES.

~~(C)~~ (D) Disposal of Distraigned Property:

1. THE AGENT CHARGED WITH THE COLLECTION SHALL MAKE OR CAUSE TO BE MADE AN ~~signed~~ inventory of the property distrainted, A COPY OF WHICH, SIGNED BY THE AGENT MAKING SUCH DISTRAINT, SHALL BE SERVED, BY LEAVING IT WITH ~~shall be made by the City or its agent. Prior to the sale~~ the owner or possessor OF THE PROPERTY; OR AT THE PERSON'S USUAL PLACE OF ABODE; OR WITH ANY OFFICER, MANAGER, ACCOUNTANT, BOOKKEEPER, GENERAL AGENT, REGISTERED AGENT, OR AGENT FOR PROCESS; OR FINALLY BY MAILING BY CERTIFIED MAIL TO THE LAST KNOWN ADDRESS OF THE OWNER OR POSSESSOR TOGETHER WITH A COPY OF THE WARRANT, ~~shall be served with a copy of said inventory,~~ a notice of the sum of the total tax liability and related expenses incurred to date, and NOTICE OF the time and place of sale.
2. A notice of the time and place of the sale, together with a description of the property to be sold, shall be published in a newspaper of general circulation within the county where distraint is made or, in lieu thereof and in the discretion of the Finance Director, the notice shall be posted at the courthouse of the county where distraint is made, and in at least two other places within such county.
3. The time fixed for the sale shall not be less than ten (10) days nor more than sixty (60) days from the date of distraint. The sale may be postponed by the City or agent for no more than ninety (90) days from the date originally fixed for the sale EXCEPT, HOWEVER, IF THE PROPERTY DISTRAINED CONSISTS OF LIVE ANIMALS, PERISHABLE GOODS, OR IS OF OTHER SUCH NATURE THAT WOULD, IN THE OPINION OF THE FINANCE DIRECTOR, MAKE IT DANGEROUS OR OTHERWISE INADVISABLE TO RETAIN FOR SAID PERIOD MAY BE IMMEDIATELY SOLD OR DISPOSED OF BY THE AGENT.
4. The property shall be sold at public auction for not less than a fair minimum price, and if the amount bid for the property is less than the fair minimum price so fixed, the property may be declared to be purchased by the City and the City shall file a release of lien thereof. If the property is purchased by the City, such property may be disposed of in the same manner as other City property.
5. The property may be offered first by bulk bid, then subsequently for bid singularly or by lots, and the City or its agent may accept the higher bid.
6. The property offered for sale SHALL BE RESTORED TO THE OWNER OR POSSESSOR IF, NOT LESS THAN TWENTY-FOUR (24) HOURS PRIOR TO THE SALE, THE TOTAL TAX LIABILITY TOGETHER WITH ALL COSTS OF COLLECTION ARE PAID BY ~~may be redeemed~~ if the owner or possessor or other person holding an unperfected chattel mortgage or other right of possession. ~~pays the total tax liability and all collection costs no less than twenty four (24) hours before the sale.~~
7. The City or its agent shall issue to each purchaser a certificate of sale that shall be prima facie evidence of its right to make the sale AND CONCLUSIVE EVIDENCE OF THE REGULARITY OF ITS PROCEEDINGS IN MAKING THE SALE and SHALL transfer to the purchaser all right, title, and interest of the taxpayer in and to the property sold.
 - (a) When the property sold consists of certificates of stock, the certificate of sale shall be notice to any corporation, company, or association to record the transfer on its books and records.
 - (b) When the property sold consists of securities or other evidences of debt, the certificate of sale shall be good and valid evidence of title.
 - (c) WHEN THE PROPERTY SOLD CONSISTS OF A MOTOR VEHICLE, THE CERTIFICATE OF SALE SHALL BE NOTICE, WHEN RECEIVED, TO ANY PUBLIC OFFICIAL CHARGED WITH THE REGISTRATION OF TITLE TO MOTOR VEHICLES, OF SUCH TRANSFER AND SHALL BE AUTHORITY TO RECORD THE TRANSFER IN THE SAME MANNER AS IF THE CERTIFICATE OF TITLE TO SUCH MOTOR VEHICLE WERE TRANSFERRED OR ASSIGNED BY THE PARTY HOLDING THE SAME, IN LIEU OF

ANY ORIGINAL OR PRIOR CERTIFICATE, WHICH SHALL BE VOID, WHETHER CANCELED OR NOT.

8. Any surplus remaining after satisfaction of the total tax liability plus any costs of making the distraint and advertising the sale may be distributed by the City first to other jurisdictions which have filed liens or claims of sales and use or personal property ad valorem taxes, and second to the owner, or such other person having a legal right thereto.
9. The Finance Director shall submit a written account of the sale to the City Manager.

~~(D)~~ (E) PROPERTY SUBJECT TO DISTRAINT; Exempt Property: Property of the taxpayer subject to distraint shall include the personal property of the taxpayer and the goods, stock in trade and business fixtures owned or used by any taxpayer including those used under lease, installment sale, or other contract arrangement. Property exempt from distraint and sale shall include the personal property described as such in Section 4-1-28(D).

~~(E)~~ (F) Return of the Property: The taxpayer or any person who claims an ownership interest or right of possession in the distrained property may petition the City Manager, or the Municipal Court, if the property was seized pursuant to a warrant issued by the Court, for the return of the property.

1. The grounds for return of the property shall be that the person has a perfected interest in such property which is superior to the City's interest or that the property is exempt from the City's lien.
2. The factfinder shall receive evidence on any issue of fact necessary to the decision of the petition. If the factfinder determines, by a preponderance of the evidence, in favor of the taxpayer or other petitioner, the property shall be returned.

(G) NOTICE OF INTENT TO LEVY: EVERY NOTICE OF ASSESSMENT ISSUED BY THE FINANCE DIRECTOR SHALL CONTAIN NOTICE OF THE CITY'S RIGHT TO ENFORCE COLLECTION OF THE SUM DEMANDED BY LEVY, DISTRAINT AND SALE PURSUANT TO THIS SECTION.

Section 16. Section 4-1-34, W.M.C., is hereby AMENDED to read as follows:

4-1-34: STATUS OF TAX DUE IN BANKRUPTCY AND RECEIVERSHIP: Whenever the business or property of any taxpayer is subject to receivership, bankruptcy or assignment for the benefit of creditors, or distrained for property taxes, the total tax liability shall ~~be~~ REMAIN a ~~prior and preferred~~ CLAIM AND lien against ~~all~~ the property of the taxpayer TO WHICH A LIEN HAS ATTACHED PURSUANT TO THIS CHAPTER. No sheriff, receiver, assignee or other officer shall sell the property of any such taxpayer under process or order of any court, without first ascertaining from the Finance Director the amount of the total tax liability. The officer shall remit any total tax liability before making payment to any judgment creditor or other claimants.

Section 17. Section 4-1-35, subsection (C), W.M.C., is hereby AMENDED to read as follows:

4-1-35: VIOLATIONS; SUMMONS AND COMPLAINT; PENALTY:

(C) Violations of this Title ARE CRIMINAL OFFENSES AND shall be punished by a fine or imprisonment or both pursuant to ~~the limits established in Section 1-8-1~~ TITLE VI of this Code. Each and every twenty-four (24) hour continuation of any violation shall constitute a distinct and separate offense.

Section 18. Section 4-1-36, W.M.C., is hereby AMENDED to read as follows:

4-1-36: STATUTE OF LIMITATIONS: Unless the limitation period has been extended as provided in this Section, the Statute of Limitations for provisions contained in this Title shall be as follows:

(A) Refunds:

1. ~~Any claim for~~ NO refund ~~for~~ OF disputed ~~total tax liability~~ shall be ISSUED UNLESS A CLAIM FOR REFUND IS submitted to the City BY THE PURCHASER on or before sixty (60) days from the date of such purchase.
2. ~~Any claim for~~ NO refund ~~resulting from~~ OF OVERPAYMENT FROM RETURNS SHALL BE ISSUED UNLESS a Notice of Overpayment ~~shall be~~ IS submitted to the City on or before thirty (30) days after the date of such Notice of Overpayment.
3. ~~Any~~ NO other ~~claim for~~ refund shall be ISSUED UNLESS A CLAIM FOR REFUND IS filed on or before three years after the date such overpayment was paid to the City.

(B) Assessments: ~~No Notice of Assessment shall be issued more than three years after:~~

EXCEPT AS PROVIDED IN THIS SECTION AND UNLESS SUCH PERIOD IS EXTENDED, THE TAX LEVIED BY THIS TITLE AND THE PENALTY AND INTEREST APPLICABLE THERETO, OTHER THAN INTEREST ACCRUING THEREAFTER, SHALL BE ASSESSED WITHIN THREE (3) YEARS AFTER THE RETURN IS FILED, OR A CERTIFICATE OF OCCUPANCY IS ISSUED FOR A CONSTRUCTION PROJECT REQUIRING A BUILDING PERMIT, AND NO NOTICE OF LIEN SHALL BE FILED OR DISTRAINT WARRANT ISSUED OR SUIT FOR COLLECTION INSTITUTED OR ANY OTHER ACTION TO COLLECT THE SAME COMMENCED AFTER THE EXPIRATION OF SUCH PERIOD UNLESS THE FINANCE DIRECTOR ISSUES A NOTICE OF ASSESSMENT WITHIN SUCH PERIOD.

1. ~~The due date of such total tax liability; or~~ FOR PURPOSES OF THIS SECTION, A RETURN SHALL INCLUDE A CONSTRUCTION EQUIPMENT DECLARATION, AN INITIAL USE TAX RETURN, AND ANY OTHER FORM PRESCRIBED BY THE FINANCE DIRECTOR FOR REPORTING A TOTAL TAX LIABILITY.
2. ~~For a construction project which requires a City building permit, the date the final Certificate of Occupancy was issued for such project; or~~ FOR PURPOSES OF THIS SECTION, A RETURN FILED BEFORE THE LAST DAY PRESCRIBED BY LAW OR BY REGULATION PROMULGATED PURSUANT TO THIS TITLE FOR THE FILING THEREOF SHALL BE CONSIDERED AS FILED ON SUCH LAST DAY.
3. ~~For a construction project not requiring a City building permit, the date of completion of the project.~~ WHEN A TAXPAYER FAILS OR REFUSES TO FILE A RETURN, OR FILES A FALSE OR FRAUDULENT RETURN WITH INTENT TO EVADE TAX, THE TOTAL TAX LIABILITY MAY BE ASSESSED AND COLLECTED AT ANY TIME.

~~(C) Liens: No Notice of Lien shall be issued more than three years after the due date of the total tax liability. If the limitation period is extended, a Notice of Lien may be filed on or before thirty (30) days from the date of the Notice of Assessment issued for such extended period.~~

~~(D) Returns:~~

1. ~~When a taxpayer fails or refuses to file a return, the total tax liability may be assessed and collected at any time.~~
2. ~~In the case of a false or fraudulent return filed with intent to evade tax, the total tax liability may be assessed, or proceedings for the collection of such total tax liability may be begun at any time.~~

~~(E) (C) Protests: No protest of a Notice of Assessment or Denial of a Claim for Refund shall be valid if submitted to the Finance Director in other than written form or after the period allowed in this Chapter.~~

(D) EXCEPT AS OTHERWISE PROVIDED IN THIS TITLE, A COMPLAINT OR ACTION FOR A VIOLATION OF THIS TITLE SHALL BE INSTITUTED WITHIN THREE (3) YEARS AFTER THE ALLEGED VIOLATION.

~~(E) (E)~~ EXCEPT FOR THE PERIOD DESCRIBED IN SUBSECTIONS C AND D OF THIS SECTION, the period of limitation may be extended before its expiration.

1. The taxpayer and the Finance Director may agree in writing to extend the period.
2. If the City provides written notice to the taxpayer prior to the expiration of the period of limitation that the latter's records will be audited pursuant to this Chapter, such period of limitation shall be extended for the audit period until thirty (30) days after the date of the Notice of Assessment or Notice of Overpayment issued as a result of such audit. "Audit Period" includes all reporting periods with due dates which fall within the thirty-six (36) month period preceding the date of the notice of audit, or if a City building permit is required, the period between the issuance of such building permit and the issuance of a final Certificate of Occupancy.

~~(G) (F)~~ Performance of an audit does not constitute a statute of limitations or preclude additional audits of the same period within the parameters of this Section.

Section 19. Section 4-2-2, subsections (D), (T) and (AA), W.M.C., are hereby AMENDED to read as follows:

4-2-2: WORDS & PHRASES DEFINED:

(D) "**Coin Operated Device**" means any device operated by coins or currency OR ANY SUBSTITUTE THEREFOR.

(T) "**Prescription Drugs**" means a drug which, prior to being dispensed or delivered, is required by the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. Section 301, *et seq.*, and the regulations promulgated thereunder to be labeled with the following statement: "Caution: Federal law prohibits dispensing without a prescription" BEAR, AT A MINIMUM, THE SYMBOL "RX ONLY", and is, in fact, dispensed, delivered, or administered to a person or animal by, or pursuant to the direction of, a licensed practitioner of the healing arts or veterinary medicine.

(AA) "**Return**" means the sales and use tax reporting form used to report sales and use tax. FOR PURPOSES OF THIS CHAPTER SHALL INCLUDE ANY DEFINITION OF "RETURN" INCLUDED IN OTHER CHAPTERS OF THIS TITLE.

Section 20. Section 4-2-3, subsections (A) and (B), W.M.C., are hereby AMENDED to read as follows:

4-2-3: RATE; IMPOSITION AND COLLECTION; DISTRIBUTION:

(A) Sales Tax: There is hereby levied a tax or excise upon all sales of tangible personal property and services specified in Section 4-2-5.

1. For sales transacted on or after January 1, 2004, but prior to January 1, 2017, 2033, the rate levied shall be three and eighty-five hundredths percent (3.85%). Unless otherwise lawfully provided, the 3.85% tax rate shall be reduced to THREE AND SIX TENTHS PERCENT (3.6%) ~~percent~~ on January 1, 2017 2033.

2. For sales transacted on or after January 1, 1986 but prior to January 1, 2004, the rate levied shall be three and one-quarter percent (3.25%).

3. For sales transacted prior to January 1, 1986, the rate levied shall be three percent (3%).

(B) Use Tax: There is hereby levied a tax or excise upon the privilege of using, storing, distributing, or otherwise consuming in the City any article of tangible personal property or taxable services purchased, leased or rented from sources inside or outside the City, on which the City sales tax has not been paid.

1. For sales transacted on or after January 1, 2004, but prior to January 1, 2017, 2033, the rate levied shall be three and eighty-five hundredths percent (3.85%). Unless otherwise lawfully provided, the 3.85% tax rate shall be reduced to THREE AND SIX TENTHS PERCENT (3.6%) ~~percent~~ on January 1, 2017, 2033.

2. For sales transacted on or after January 1, 1986 but prior to January 1, 2004, the rate levied shall be three and one-quarter percent (3.25%).

3. For sales transacted prior to January 1, 1986, the rate levied shall be three percent (3%).

Section 21. Section 4-2-12, W.M.C., is hereby AMENDED to read as follows:

4-2-12: INCEPTION OF BUSINESS; INITIAL USE TAX: Any person who purchases or establishes a business inside the City shall file an initial use tax return.

(A) Existing businesses: Use tax shall be due on tangible personal property, except inventory held for lease, rental or resale, which is acquired with the purchase of a business. The tax shall be based on the price of such property as recorded in the bill of sale or agreement and constituting a part of the total transaction at the time of the sale or transfer, provided the valuation is as great or greater than the fair market value of such property. Where the transfer of ownership is a lump sum transaction, the use tax shall be due on the book value established by the purchaser for income tax depreciation purposes, or fair market value if no determination has been made. When a business is taken over by other than the most recent seller in return for the assumption of outstanding indebtedness, the tax shall be paid on the fair market value of all taxable tangible personal property acquired by the purchaser. Such tax shall be reported on an initial use tax return. The reporting period for such return shall be the PERIOD ENDING ONE DAY PRIOR TO THE FIRST DAY OF BUSINESS BY THE NEW OWNER ~~calendar month of the date of sale~~.

(B) New businesses: Use tax shall be due on the price of all tangible personal property, except inventory held for lease, rental or resale, which is purchased for use inside the City. Such tax shall be reported on the initial use tax return. The reporting period for such return shall be the PERIOD ENDING ONE DAY PRIOR TO ~~calendar month of the opening~~ FIRST day of business.

Section 22. Section 4-3-2, subsection (H), W.M.C., is hereby AMENDED to read as follows:

4-3-2: DEFINITIONS:

(H) ~~"Return" means the admissions tax reporting form used to report admissions tax.~~ FOR PURPOSES OF THIS CHAPTER SHALL INCLUDE ANY DEFINITION OF "RETURN" INCLUDED IN OTHER CHAPTERS OF THIS TITLE.

Section 23. Section 4-4-1, subsection (D), W.M.C., is hereby AMENDED to read as follows:

4-4-1: WORDS AND PHRASES DEFINED:

(D) ~~"Return" means the accommodation tax reporting form used to report the accommodations tax.~~ FOR PURPOSES OF THIS CHAPTER SHALL INCLUDE ANY DEFINITION OF "RETURN" INCLUDED IN OTHER CHAPTERS OF THIS TITLE.

Section 24. Sections 4-7-5 through 4-7-9, W.M.C., are hereby AMENDED to read as follows:

~~**4-7-5: FAILURE TO PAY:** If any telephone utility company subject to the provisions of this Chapter shall fail to pay the taxes as herein provided, the full amount thereof shall be due and collected from such company, and the same together with an addition of ten percent (10%) due and owing from such company to the City. The City Attorney upon direction of the City Council shall commence and prosecute to final judgment and determination in any court of competent jurisdiction an action at law to collect the said debt.~~

~~**4-7-6: PENALTY CLAUSE:** If any officer, agent or manager of a telephone utility company which is subject to the provisions of this Chapter shall fail, neglect, refuse to make or file the annual statement of accounts provided in Section 4-7-4, the said officer, agent, manager or person shall, on conviction thereof, be punished by a fine not less than twenty five dollars (\$25) nor more than three hundred dollars (\$300); provided, that each day after said statement shall become delinquent during which the said officer, agent, manager or person shall so fail, neglect, or refuse to make and file such statement shall be considered a separate and distinct offense.~~

~~**4-7-7: INSPECTION OF RECORDS:** The City, its officers, agents or representatives shall have the right at all reasonable hours and times to examine the books and records of the telephone utility companies which are subject to the provisions of this Chapter and to make copies of the entries or contents thereof.~~

~~**4-7-8 4-7-5: LOCAL PURPOSE:** The tax herein provided is upon occupations and businesses in the performance of local functions and is not a tax upon those functions relating to interstate commerce. It is expressly understood that none of the terms of this Chapter be construed to mean that any telephone utility company is issued a franchise by the City.~~

~~**4-7-9 4-7-6: TAX IN LIEU OF OTHER BUSINESS AND OCCUPATION TAXES:** The tax herein provided shall be in lieu of all other occupation taxes or taxes on the privilege of doing business in the City on any telephone utility company subject to the provisions of this Chapter and in addition shall be in lieu of any free service furnished the City by any said telephone utility.~~

~~**4-7-7: ADMINISTRATION:** THIS CHAPTER SHALL BE ADMINISTERED IN ACCORDANCE WITH CHAPTER 1 OF THIS TITLE.~~

Section 25. Section 5-4-4, W.M.C., is hereby amended BY THE DELETION OF SUBSECTION (B) as follows:

5-4-4: LICENSE APPLICATION AND ADMINISTRATION:

~~(B) An application for renewal shall be filed with the City Clerk. Licenses shall be in effect for one year and shall be renewed upon renewal of the Business License or Home Occupation License, or upon completion of a license renewal request. Renewal of a license may be denied as provided below.~~

~~(C)~~(B) Each license shall be numbered and shall show the name, location, mailing address and character of business of the licensee and shall be posted in a conspicuous place at the business location for which it is issued.

~~(D)~~ (C) No license shall be transferable. After any sale of a business, the new owner shall apply for a new license.

Section 26. This ordinance shall take effect upon its passage after second reading.

Section 27. 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 23rd day of July, 2007. PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 13th day of August, 2007.

A BILL FOR AN ORDINANCE AMENDING CHAPTER 1 OF TITLE VII OF THE WESTMINSTER MUNICIPAL CODE CONCERNING ELECTIONS AND AMENDING SECTION 1-11-2 CONCERNING QUALIFICATIONS OF CITY COUNCILLORS AND SECTION 2-1-1 CONCERNING APPOINTMENT OF BOARD AND COMMISSION MEMBERS

THE CITY OF WESTMINSTER ORDAINS:

Section 1. Title VII, Chapter 1, W.M.C., is hereby REPEALED AND REENACTED to read as follows:

**CHAPTER 1
ELECTIONS**

- 7-1-1: LEGISLATIVE INTENT**
- 7-1-2: ADOPTION AND APPLICABILITY OF STATE LAW**
- 7-1-3: WARDS; PRECINCTS; POLLING PLACES**
- 7-1-4: ELECTION OFFICIAL**
- 7-1-5: ELECTION COMMISSION**
- 7-1-6: COORDINATED ELECTIONS**
- 7-1-7: MAIL BALLOT ELECTIONS**
- 7-1-8: MUNICIPAL CANDIDATE ELECTIONS**
- 7-1-9: ELECTIONS ON INITIATIVE OR REFERENDUM MEASURES**
- 7-1-10: ELECTIONS ON RECALL PETITIONS**
- 7-1-11: SPECIAL ELECTIONS**
- 7-1-12: PENALTIES FOR ELECTION OFFENSES**
- 7-1-13: FAIR CAMPAIGN PRACTICES ACT**

7-1-1: LEGISLATIVE INTENT:

(A) The purpose of this chapter is the establishment of procedures for the regular and special elections of the City of Westminster, whether or not those elections are conducted as coordinated elections with Adams and Jefferson Counties.

(B) The Council intends that interpretations of this chapter be consistent with the City's home rule authority to regulate its municipal elections under Article XX of the Colorado Constitution.

7-1-2: ADOPTION AND APPLICABILITY OF STATE LAW:

(A) Subject to the Charter of Westminster and provisions of this Chapter, City elections will be conducted in accordance with the relevant portions of the Uniform Election Code of 1992, Articles 1 to 13 of Title 1, C.R.S., and the Colorado Municipal Election Code, Article 10 of Title 31, C.R.S., as they may be amended from time to time. As the Uniform Election Code was adopted by the legislature to cover many types of elections, various portions of that code are not applicable to municipal elections. In some instances, the Uniform Election Code and the Colorado Municipal Election Code have differing provisions regarding the same subject. For these reasons, in the event of a conflict of laws or an inconsistent provision therein, these laws shall be applied in the following order of priority:

1. the provisions of the Charter of Westminster
2. the provisions of the Westminster Municipal Code
3. the provisions of the Colorado Municipal Election Code of 1965, and
4. the relevant provisions of the Uniform Election Code of 1992.

(B) Notwithstanding the prioritization listed in subsection (A), when a City election is being conducted as a coordinated election, the Colorado Revised Statutes governing coordinated elections will control, to the extent said statutes are applicable to municipal elections.

7-1-3: WARDS; PRECINCTS; POLLING PLACES:

(A) The City shall consist of one ward.

(B) The Council shall, by resolution, from time to time, establish convenient election precincts, when required in order to conduct a City election.

(C) No later than thirty (30) days before an election, other than a mail ballot election or a coordinated election, the City Council shall designate, by motion, the official polling places for said election.

(D) When required in order to conduct a City election, City precinct boundaries will be reviewed by the Election Commission after any State redistricting or County reprecincting has occurred. The Election Commission will then make a recommendation to Council if any precinct changes are necessary.

7-1-4: ELECTION OFFICIAL:

The City Clerk is the designated election official of the City of Westminster for all purposes specified in the Charter, this Code, or any applicable state statute.

7-1-5: ELECTION COMMISSION:

The Election Commission, created by Charter Section 3.10, consists of the City Clerk and four (4) qualified and registered electors of the City, who during their term of office shall not be City officers or employees or candidates or nominees for elective City office. Such four (4) members shall be appointed by the Council for a term of two (2) years at the first January Council meeting following a regular City election. They shall serve without compensation. The City Clerk shall be chairperson. The Election Commission shall appoint the Board of Election, judges and clerks for each precinct and have charge of all activities and duties required of it by applicable statute, this Code, and the Charter relating to the conduct of elections in the City. In any case where election procedure is in doubt, the Election Commission shall prescribe the procedure to be followed. The Election Commission shall provide for ballots and sample ballots, for voting machines or electronic voting equipment, for determination of the winner in event of a tie vote, for canvas of returns, and for issuance of appropriate certificates.

7-1-6: COORDINATED ELECTIONS:

- (A) City elections shall be conducted, whenever possible, as a coordinated election conducted by Adams County or Jefferson County or both.
- (B) For all coordinated elections, the City Council shall adopt, by resolution or ordinance as appropriate, the language of ballot issues or ballot questions prior to the date of the City Clerk's required certification of ballot contents to the respective county election official.
- (C) The City Manager is authorized to sign all intergovernmental agreements regarding coordinated elections with the respective counties.
- (D) For all coordinated elections, election precincts and polling places shall be determined by the coordinated election official of the respective county.

7-1-7: MAIL BALLOT ELECTIONS:

- (A) Upon the call of an election by the City Council, the City Clerk is authorized to conduct elections by mail ballot.
- (B) Unless provided otherwise by the Charter or this Code, such elections will be conducted pursuant to the requirements of Article 7.5 of Title 1, C.R.S., the Colorado Mail Ballot Election Act, as it may be amended from time to time, except the following provisions thereof:
 - 1. Section 1-7.5-107.3, C.R.S.
 - 2. Section 1-7.5-109, C.R.S. and
 - 3. Any provisions of the Act that the City determines are inconsistent with the City's authority over its elections pursuant to Article XX of the Colorado Constitution.

7-1-8: MAYOR AND COUNCILLOR ELECTIONS:

- (A) **General Conditions.** Part 3 of Article 10 of Title 31, C.R.S., shall govern City elections for the Mayor or Councillors, except as provided in this section.
- (B) **Nominating Petitions.** Except as provided in (C) below, for all Councillor elections except recall elections, nominating petitions for the office of Mayor or Councillor may be circulated and signed beginning ninety-one (91) days prior to the election, and shall be filed with the City Clerk not later than seventy-one (71) days prior to the election. All candidates must be residents of the City for at least one (1) year immediately prior to the last day for filing nominating petitions.
- (C) **Nominating Petitions for Special Councillor Elections.** For elections to fill a vacancy in elective offices pursuant to Section 5.7(b) of the Charter, the dates for the filing and circulating of nominating petitions shall be established by the City Council in the resolution setting the special election.
- (D) **Nominated Candidates.** Only candidates whose names have been placed in nomination through the process designated in this chapter are eligible to be placed on the ballot.
- (E) **Vacancies in Nominations.** If any candidate dies or withdraws his or her name from nomination prior to the date upon which the City Clerk submits the ballot content to the ballot printer or, in the case of a coordinated election, to the respective County election official, the City Clerk shall use his or her best efforts to cause the candidate's name to be removed from the ballot.
- (F) **Content of Ballot.** Every ballot shall contain the names of all duly nominated candidates for offices to be voted for at that election, except those who have died or withdrawn, and the ballot shall contain no other names. The arrangement of the names on the ballot shall be established by lot at any time prior to the certification of the ballot. The City Clerk shall notify the candidates of the time and place of the lot-drawings for the ballot. Two separate lot-drawings shall be held to establish the order of names on the respective ballots of Adams County and Jefferson County. The drawings shall be performed by the City Clerk or the Clerk's designee.

(G) **Write-in Candidate Affidavit.** No write-in vote for any elective officer shall be counted unless an affidavit of intent has been filed with the City Clerk by the person whose name is written in indicating that such person desires the office and is qualified and eligible to assume the duties of that office if elected. Such affidavit of intent shall be filed by the close of business on the sixty-fourth day before a regular municipal election or, for a special election, on the date set in the Council resolution for the filing of nominating petitions.

(H) **Notice.** At least ten (10) days before election for the office of Mayor or Councillor, the City Clerk shall publish notice in at least one newspaper having general circulation in the City, stating the day and date of the election, the hours during which the polls will be open unless it is a mail ballot election, naming the officers to be elected, and listing the names of those candidates as nearly as possible in the form in which such nominations shall appear upon the official ballot. Additionally, a copy of such notice shall be posted until after the election in a conspicuous place in the office of the City Clerk.

7-1-9: ELECTIONS ON INITIATED OR REFERRED MEASURES: The procedures for exercising the initiative and referendum powers reserved to the City's electors by the City Charter and the Colorado Constitution shall be as follows:

(A) **General Conditions.** An ordinance may be initiated by petition or a referendum on an ordinance enacted by the City Council may be had by petition. Either an initiative or a referendum petition shall be signed by not less than ten (10) percent of the number of persons who were registered electors of the City as of the date of the last regular City election prior to the filing of the petition. In the case of a referendum on an ordinance granting a public utility franchise, said petition shall be signed by not less than five (5) percent of the number of persons who were registered electors of the City as of the date of the last regular City election. No petition shall propose to repeal more than one ordinance nor to initiate an ordinance containing more than one subject.

(B) **Form of Petition.** The City Clerk shall maintain and provide a blank form of petition; however, the Clerk shall not review or comment on the proposed wording of the petition's measure nor prepare a summary thereof. An initiative or referendum petition signed by the requisite number of signatures shall be addressed to the Council. Said petition may be in sections of one or more sheets fastened securely at the top. All sections of the petition shall be filed as one instrument, with the endorsement of the names and mailing addresses of three (3) registered electors of the City designated as the committee of petitioners filing the same. To each petition section there shall be attached a signed, notarized, and dated affidavit by the circulator of that section stating the number of signers thereof and the affiant's printed name and address, that the affiant is eighteen (18) years of age or older, that each signature thereon is the genuine signature of the person whose name it purports to be, and that each signature was made in the presence of the affiant circulator.

At the top of each section of the petition and at the top of each signature page shall be printed the following warning in bold-faced type:

WARNING:

IT IS AGAINST THE LAW:

For anyone to sign this petition with any name other than one's own or to knowingly sign one's name more than once for the same measure or to sign such petition when not a registered elector.

Do not sign this petition unless you are a registered elector. To be a registered elector, you must be a citizen of Colorado and registered to vote in Westminster.

Do not sign this petition unless you have read or have had read to you the proposed measure in its entirety and understand its meaning.

Below the warning shall be printed, at the top of each section of an initiative petition, a short summary of the proposed ordinance and below the summary the full text of the proposed ordinance. Below the warning and at the top of each section of a referendum petition, shall be printed a meaningful summary identifying the matter proposed for repeal, and then set forth the full text of the ordinance or part thereof or code section proposed to be repealed.

The signature pages shall consist of the warning and the summary, followed by ruled lines numbered consecutively for registered electors' signatures. If a petition section contains multiple signature pages, all signature lines shall be numbered consecutively, and the section pages shall be numbered consecutively from the first section page through the last.

(C) **Petition signatures.** Each registered elector signing an initiative or referendum petition shall add the signer's printed name, the date of signing, his or her place of residence by street and number, and the county designation after his or her signature. All signatures on a referendum petition shall be obtained after the effective date of the ordinance proposed for repeal.

(D) **Filing and Examination of Petition.** An initiative petition shall be filed in the office of the City Clerk. No signature on an initiative petition may be counted if it was signed more than 180 days from the date of filing.

A referendum petition shall be filed in the office of the City Clerk not more than thirty (30) days after the effective date of the ordinance proposed for repeal. Within fifteen (15) days of the filing of an initiative or referendum petition, the City Clerk shall ascertain by examination of the petition and the county voter registration records whether the petition is signed and appropriately dated by the requisite number of registered electors and shall attach thereto his or her certificate showing the result of such examination. If the petition as initially filed shows on its face an insufficient number of signatures, the City Clerk shall not be required to canvass the signatures and the petition shall be null and void. If the petition contains a sufficient number of signatures but an insufficient number of registered electors' signatures, the City Clerk shall forthwith notify by first class and electronic mail, if available, each of the persons designated as a member of the committee of petitioners. The petition may then be amended by the filing of additional petition signatures within fifteen (15) days from the filing of the certificate. The City Clerk, within five (5) days after such amendment, shall make like examination of the amended petition and attach thereto a second certificate of the result. If the petition is still insufficient, the City Clerk shall issue a certificate of insufficiency, a copy of which shall be provided to one (1) of the persons designated as the committee of petitioners. If the petition or amended petition is found sufficient, the City Clerk shall submit the same with his or her certificate to the Council at its next regular meeting. The City Clerk's determination of sufficiency or insufficiency is final.

(E) **Council Action Upon Petition.** Within thirty (30) days of receipt of the City Clerk's certificate establishing sufficiency of an initiative or referendum petition, the Council shall either:

1. Adopt the ordinance as submitted in an initiative petition;
2. Repeal the ordinance, or part thereof, requested for repeal in a referendum petition; or
3. Submit the proposal provided for in the petition to the electors at the next election, occurring not

less than sixty (60) days after Council's decision to submit the proposal, held in the City for any other purpose or, in the Council's discretion, at a special election called specifically for that purpose.

(F) **Content of Ballot.** If an election has been ordered pursuant to Subsection (E) above, the Council shall fix a ballot title for each initiative or referendum, which ballot title shall correctly and fairly express the true intent and meaning of the measure, in the resolution calling the election. Any person protesting the wording of the ballot title shall file such protest with the City Clerk within seven (7) days of the Council's action. The Council shall consider said protest at their next regularly scheduled meeting or, at Council's discretion, at a special meeting called for that purpose and the Council's determination of the ballot title shall be final.

7-1-10: ELECTIONS ON RECALL PETITIONS: The procedure to recall an elective officer of the City shall be as follows:

(A) **General Conditions.** Any elective officer, as that term is defined in Article XXI of the Colorado Constitution, may be removed from office by the qualified electors of the City after the officer has held said office for at least six (6) months. Prior to the filing of any recall petition one (1) or more registered electors of the City shall file with the City Clerk a notarized affidavit, of not more than two hundred (200) words, stating the reasons for the recall of the officer sought to be removed. The City Clerk shall, within forty-eight (48) hours after the filing of said affidavit, mail a copy by registered mail to the officer sought to be recalled, who may file with the City Clerk a sworn statement of not more than three hundred (300) words in defense of charges made against him or her.

(B) **Form of Petition.** A petition for the recall of the officer sought to be removed and demanding an election of a successor to the officer named in the petition, signed by the requisite numbers of signatures, as detailed below, shall be addressed to the Council. The petition shall include the name of only one (1) person to be recalled. Said petition may be in sections of one (1) or more sheets fastened securely at the top. All sections of the petition shall be filed as one (1) instrument, with the endorsement of the names and mailing addresses of three (3) registered electors of the City designated as the committee of petitioners filing the same. To each petition section there shall be attached a signed, notarized, and dated affidavit by the circulator of that section stating the number of signers thereof and the affiant's printed name and address, that the affiant is eighteen (18) years of age or older, that each signature thereon is the genuine signature of the person whose name it purports to be, and that each signature was made in the presence of the affiant circulator.

At the top of each section of the petition and of each signature page shall be printed the following warning in bold-faced type:

WARNING:

IT IS AGAINST THE LAW:

For anyone to sign this petition with any name other than one's own or to knowingly sign one's name more than once for the same measure or to sign such petition when not a registered elector.

Do not sign this petition unless you are a registered elector. To be a registered elector, you must be a citizen of Colorado and registered to vote in Westminster.

Do not sign this petition unless you have read or have had read to you the proposed measure in its entirety and understand its meaning.

Below the warning shall be printed the title: "Petition to recall (name of person sought to be recalled) from the office of (title of office)". Below the title shall be printed a copy of the charges previously filed with the City Clerk.

(C) **Petition Signatures.** Each registered elector signing the petition shall add the signer's printed name, the date of signing, his or her place of residence by street and number, and the county designation, after his or her signature. If the petition seeks the recall of the Mayor, then the petition shall be signed by registered electors entitled to vote for a successor to the incumbent sought to be recalled equal in number to twenty-five percent (25%) of the entire vote cast for the office of Mayor at the last preceding regular election held in the City for that office.

If the petition seeks the recall of a non-mayoral Councillor, then the recall petition shall be signed by registered electors entitled to vote for a successor to the incumbent sought to be recalled equal in number to twenty-five percent (25%) of the entire vote cast at the last preceding regular election held in the City for all non-mayoral candidates, such entire vote being divided by the number of all officers elected to the office of Councillor at the last preceding regular election held in the City.

(D) **Filing and Examination of Petition.** The petition shall be filed in the office of the City Clerk not more than sixty (60) days after the affidavit making charges against said officer has been filed. Within fifteen (15) days of the filing of said petition the City Clerk shall ascertain by examination of the petition and the registration books whether the petition is signed by the requisite number of registered electors and shall attach thereto his or her certificate showing the result of such examination. If the petition is insufficient, the City Clerk shall forthwith, in writing, notify one (1) or more of the persons designated as the committee of petitioners. The petition may be withdrawn and amended within fifteen (15) days from the filing of the certificate. The City Clerk, within five (5) days after such amendment, shall make like examination of the amended petition and attach thereto a certificate of the result. If the petition is still insufficient, the City Clerk shall return it to each of the persons designated as a member of the committee of petitioners, without prejudice to the filing of a new petition for the same person. If the petition or amended petition is found sufficient, the City Clerk shall submit the same with his or her certificate to the Council without delay. The City Clerk's determination of sufficiency or insufficiency is final.

(E) **Call for Election.** Upon receipt of the City Clerk's certificate, the Council, if the officer sought to be removed does not resign within (5) days thereafter, shall order an election by resolution, which shall contain the time periods for candidates to file their nomination petitions to succeed the person sought to be recalled. Such election shall be held on a Tuesday fixed by the Council not less than forty-five (45) nor more than sixty (60) days from the date that the City Clerk's certificate was filed; provided that, if any other City election is to occur within ninety (90) days but more than sixty (60) days from the date of the City Clerk's certificate, the Council shall postpone and consolidate the recall election with such other City election.

(F) **Content of Ballot.** On the official ballot at the recall election shall be printed, in not more than two hundred (200) words, the reasons set forth in the petition for demanding an officer's recall, and in not more than three hundred (300) words there shall also be printed, if desired by the officer, the officer's response in defense as filed with the City Clerk. There shall be printed on the official ballot the words: "Shall (name of person against whom the recall petition is filed) be recalled from the office of (.....)?" Following such question shall be the words "Yes" and "No."

If recall petitions for more than one officer have been certified as sufficient to be placed on the ballot, the officers shall be listed in alphabetical order on the ballot. On such ballot, under the question or questions, there shall be printed, in alphabetical order, the names of those persons who have been nominated as candidates to succeed the person or persons sought to be recalled. Any qualified elector desiring to become a candidate at the recall election shall do so by petition, as required by Sections 3.1 and 5.1 of the Westminster Charter, which petition if presented to the City Clerk shall entitle the petitioner to have his or her name placed on the ballot. The name of the person sought to be recalled shall not appear on the ballot as a candidate for the office. If the majority of those voting on said question of the recall of any incumbent from office shall vote "NO," said incumbent shall continue in said office; if a majority shall vote "YES," such incumbent shall thereupon be deemed removed from such office upon the qualification of his or her successor.

(G) **Write-in Candidate Affidavit.** In a recall election, no write-in vote for any elective officer shall be counted unless an affidavit of intent has been filed with the City Clerk by the person whose name is written in indicating that such person desires the office and is qualified and eligible to assume the duties of that office if

elected. Such affidavit of intent shall be filed by the close of business on the date set for the filing of nominating petitions for the recall election.

(H) **Vacancy.** If a vacancy occurs in said office after a recall election has been ordered, the election to fill the vacancy shall nevertheless proceed as in this section provided.

(I) **Notice.** At least ten (10) days before a recall election, the City Clerk shall publish notice in at least one newspaper having general circulation in the municipality, stating the day of the election, the hours during which the polls will be open unless it is a mail ballot election, naming the officer whose recall is to be voted upon, and listing the names of those candidates in alphabetical order nominated to succeed the person sought to be recalled. Additionally, a copy of such notice shall be posted until after the election in a conspicuous place in the office of the City Clerk.

(J) **Effect of Recall.** No person who has been recalled or has resigned while recall proceedings were pending against him or her shall serve the City in any capacity within two (2) years after such removal or resignation.

7-1-11: SPECIAL ELECTIONS:

(A) Special elections shall be held when called by resolution of the Council at least forty (40) days in advance of such election, or when required by this Code, the Charter, or applicable statute. Any resolution calling a special election shall set forth the purpose of such election.

(B) The conduct of special elections shall be as nearly as practicable the same as for general elections.

7-1-12: PENALTIES FOR ELECTION OFFENSES: In addition to any penalties established for violation of this Code, it is the intention of the City Council to authorize the district attorneys of Adams and/or Jefferson County and the attorney general to prosecute violations of any election offenses occurring within the City as provided for in Part 15 of Article 10 of Title 31, C.R.S., regarding Election Offenses. The penalties for violation of these offenses shall be as established, from time to time, by the Colorado General Assembly.

7-1-13: FAIR CAMPAIGN PRACTICES ACT: All relevant provisions of the Fair Campaign Practices Act, found at Article 45 of Title 1, C.R.S., as amended from time to time, are herewith adopted and all candidates and committees in support of or in opposition to any municipal candidates or municipal issues, shall file documents and reports required under that Act with the City Clerk.

Section 2. Section 1-11-2, W.M.C., is hereby amended BY THE ADDITION OF A NEW SUBSECTION (E) to read as follows:

1-11-2: QUALIFICATIONS:

(E) ANY PERSONALLY IDENTIFYING INFORMATION, OTHER THAN NAME AND ADDRESS, PROVIDED BY A CANDIDATE FOR CITY COUNCIL, PURSUANT TO CHARTER SECTION 5.1(D) OR IN CONNECTION WITH A CANDIDATE PETITION OR APPLICATION FOR OFFICE, WILL BE DEEMED AS HAVING BEEN RECEIVED IN CONFIDENCE AND NOT SUBJECT TO DISCLOSURE UNDER THE COLORADO OPEN RECORDS ACT, EXCEPT AS MAY BE REQUIRED BY AN ORDER OF DISTRICT COURT. ANY SUCH PERSONALLY IDENTIFYING INFORMATION CONTAINED IN A REPORT, REQUIRED TO BE MAINTAINED PURSUANT TO CHARTER SECTION 5.1(D), SHALL BE REDACTED BY THE CITY CLERK PRIOR TO DISCLOSURE OF THE REMAINDER OF THE REPORT.

Section 3. Section 2-1-1, W.M.C., is hereby amended BY THE ADDITION OF A NEW SUBSECTION (G) to read as follows:

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

(G) ANY PERSONALLY IDENTIFYING INFORMATION, OTHER THAN NAME AND ADDRESS, PROVIDED BY A CANDIDATE FOR A BOARD OR COMMISSION, PURSUANT TO CHARTER SECTION 5.1(D) OR IN CONNECTION WITH AN APPLICATION FOR OFFICE, WILL BE DEEMED AS HAVING BEEN RECEIVED IN CONFIDENCE AND NOT SUBJECT TO DISCLOSURE UNDER THE COLORADO OPEN RECORDS ACT, EXCEPT AS MAY BE REQUIRED BY AN ORDER OF DISTRICT COURT. ANY SUCH PERSONALLY IDENTIFYING INFORMATION CONTAINED IN A REPORT, REQUIRED TO BE MAINTAINED PURSUANT TO CHARTER SECTION 5.1(D), SHALL BE REDACTED BY THE CITY CLERK PRIOR TO DISCLOSURE OF THE REMAINDER OF THE REPORT.

Section 4. This ordinance shall take effect immediately upon passage.

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 23rd day of July 2007. PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 13th day of August, 2007.