



## 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. Change Date of First Council Meeting in September
  - B. Contract Amendment re Engineering Services for Huron Street Improvements
  - C. IGA with UDFCD re Acquisition of Heffley Property at 3381 West 69<sup>th</sup> Avenue
  - D. 2006 Construction Contract Award re Trail Repairs
  - E. CIP Fund Transfer for Phase I Construction re Armed Forces Tribute Garden
  - F. 2006 Wastewater Collection System Improvement Project
  - G. Lease/Purchase of Self-propelled Asphalt Paver
  - H. Second Reading Councillor's Bill No. 43 re 2006 2<sup>nd</sup> Quarter Budget Supplemental Appropriation
  - I. Second Reading Councillor's Bill No. 44 re 2006 CDBG Fund Appropriation
9. Appointments and Resignations
10. Public Hearings and Other New Business
  - A. Councillor's Bill No. 45 re Lease for the Former Animal Shelter
  - B. Councillor's Bill No. 46 re Submission of Charter Amendment to November Ballot
  - C. Resolution No. 39 re Compliance Hearing for the MY Business Park Annexation
  - D. Resolution No. 40 re Senior Housing Competition Service Commitment Award
  - E. IGA with RTD re The Shops at Walnut Creek Park-N-Ride
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)**

**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 14, 2006 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, Pro Tem Kauffman and Councillors Dittman, Kaiser, Lindsey, Major, and Price were present at roll call. Matt Lutkus, Acting City Manager, Martin McCullough, City Attorney, and Linda Yeager, City Clerk, also were present.

CONSIDERATION OF MINUTES

Councillor Lindsey moved, seconded by Dittman, to approve the minutes of the regular meeting of July 24, 2006, as written and circulated. The motion passed unanimously.

CITY COUNCIL COMMENTS

Councillor Major reported that he had joined other open space volunteers in completing a maintenance project at Ketner Reservoir. He also had attended the Firefighters' Challenge and described the grueling competition that faced each team and individual contestant. Teams from throughout the country had participated, and Westminster's team had competed admirably.

Councillor Dittman had attended the annual volunteer barbecue and appreciated staff's efforts. The event had been extremely well attended and was enjoyed by all. Mayor McNally added that volunteers had donated 6,561 hours and 35 minutes, equating to \$1,442,298.71 in cost savings to the City during the past year. Council and staff appreciated the dedication to and pride in community that each volunteer demonstrated.

Mayor McNally reported that the North Metro Task Force, in which the Westminster Police Department participated, had seized \$1.1 million worth of methamphetamines over the weekend. The Mayor reported having participated in and winning a competition during the Adams County Fair. In addition to a blue ribbon, which she proudly displayed, the Mayor was equally proud to contribute the \$250 check she had received to the Veteran's Memorial Garden. Bill Walenczak, the Director of Parks, Recreation and Libraries, accepted the Mayor's contribution.

Councillor Dittman reported that he and other members of Council had attended the grand opening of Mountain View High School. The facility was beautiful.

Councillor Price thanked Mayor McNally for her spirit and endurance in participating in the Adams County Fair. It had been no small fete to compete, let alone to win the competition. The Mayor's representation of the City was admirable and appreciated.

EMPLOYEE SERVICE AWARDS

Councillor Major presented certificates and pins for 20 years of service to Karen Creager, Tom Pageler, and Laura Rector.

Mayor McNally presented certificates, pins, and monetary stipends for 25 years of service to Steve Ramer, Johnny Pinkston, and Chris Venters.

CITIZEN COMMUNICATION

Betty Whorton, 3720 West 103<sup>rd</sup> Drive, praised the Firefighters' Challenge, stating that the event and the Westminster team members made her proud to be a resident. She hoped Westminster would host the event every year. Further, Ms. Whorton thanked Council for its continued support of the Westminster Public Safety Banquet to be held on September 11, 2006. She also was pleased to learn that three members of Council had signed up to attend the next Citizens Police Academy.

Stacy Humboldt, 9849 Yarrow Court and a member of the Dog and I, LLC, spoke in favor of Item 10A, which was the recommended lease of the former Westminster Animal Shelter at 8800 Sheridan Boulevard to her company for the purpose of operating a doggie hotel.

CONSENT AGENDA

The following items were submitted for Council's consideration on the consent agenda: authority to change the date of the first regular meeting in September from September 11 to September 18; authority for the City Manager to amend and increase by \$150,000 the engineering services contract with Felsburg, Holt and Ullevig, Inc. for the Huron Street Improvements project; authority for the Mayor to sign an Intergovernmental Agreement with the Urban Drainage and Flood Control District accepting up to \$60,000 in acquisition funds for the Heffley Property and authorize proceeds from the District to be re-deposited into the General Fund South Westminster Revitalization Project account to reimburse the fund for advance of this payment; authority for the City Manager to execute a \$101,856 contract with Keene Concrete Construction for 2006 Trail Repairs and authorize a \$7,130 contingency; authorize the City Manager to transfer \$300,000 from the Parks, Recreation and Libraries Capital Reserve project to the Armed Forces Tribute Garden project; authorize the City Manager to execute a contract with Wildcat Civil Services, LLC to complete the 2006 sanitary sewer system rehabilitation work, authorize a project budget of \$270,140 and a 10% contingency of \$27,014; authority to trade-in two spreader box pavers, to lease with an option to purchase a new Lee Boy self-propelled asphalt paver in 2006 and include terms in the lease purchase agreement with MacDonald Equipment Company to commit to the purchase of this equipment in 2007 contingent upon City Council authorization of the purchase in the 2007-2008 operating budget based on the City Manager's recommendation and Council's finding that the public interest would be best served by awarding this lease with option to purchase to MacDonald Equipment Company as the sole source of the equipment; final passage of Councillor's Bill No. 43 for a supplemental appropriation to the 2006 budget of the General, General Capital Improvement, and Open Space Funds; and final passage of Councillor's Bill No. 44 to appropriate 2006 Community Development Block Grant funds in the amount of \$578,260.

Mayor McNally asked if Councillors wished to remove any items from the consent agenda for discussion purposes or separate vote. There was no request.

It was moved by Councillor Dittman and seconded by Price to approve the consent agenda, as presented. The motion passed unanimously.

COUNCILLOR'S BILL NO. 45 RE LEASE OF THE FORMER ANIMAL SHELTER FACILITY

Councillor Major moved, seconded by Lindsey, to pass Councillor's Bill No. 45 on first reading authorizing the City Manager to sign a lease agreement with The Dog and I, LLC, for the former City of Westminster Animal Shelter at 8800 Sheridan Boulevard, Unit 100. At roll call, the motion passed unanimously.

COUNCILLOR'S BILL NO. 46 RE CHARTER AMENDMENTS ON INITIATIVE, REFERENDUM, RECALL

It was moved by Councillor Dittman, seconded by Major, to pass Councillor's Bill No. 46 placing a question on the 2006 November election ballot to amend the Charter concerning the Initiative, Referendum and Recall processes and

directing the City Clerk to certify the ballot language to the designated election officials for Adams and Jefferson Counties. Council comments focused on the pros and cons of the signature requirements for referendum and recall. At roll call, the motion passed by a 6:1 margin with Councillor Kaiser voting no.

RESOLUTION NO. 39 ACCEPTING MY BUSINESS PARK ANNEXATION PETITION

Councillor Major moved to adopt Resolution No. 39 accepting the annexation petition submitted by Norm Moormeier, owner, making the findings required by State Statute on the sufficiency of the petition, and setting September 25, 2006 as the date for the annexation hearing. After Councillor Dittman seconded the motion, it passed unanimously on roll call vote.

RESOLUTION NO. 40 RE SENIOR HOUSING COMPETITION SERVICE COMMITMENT AWARD

It was moved by Councillor Price and seconded by Councillor Major to adopt Resolution No. 40 awarding Service Commitments to the senior housing project proposed for the Huron Park Planned Unit Development at the northeast corner of 128<sup>th</sup> Avenue and Huron Street. At roll call, the motion passed unanimously.

IGA WITH RTD ON LAND EXCHANGE FOR PARK-N-RIDE

Councillor Lindsey moved to authorize the Mayor to sign an Intergovernmental Agreement (IGA) with the Regional Transportation District (RTD) for the exchange of land and to allow for the construction of a park-n-ride facility at the northwest section of the Shops at Walnut Creek in substantially the same form as the document attached to the agenda. Councillor Dittman seconded the motion, and it passed unanimously.

CITIZEN PRESENTATION

Larry Dean Valente, 3755 West 81<sup>st</sup> Avenue, spoke in opposition to the signature requirements for referendum and recall contained in Councillor’s Bill No. 46 and provided arguments for his opposition. As a proponent of the 2005 referendum issues and legal counsel for a citizen considering exercising recall provisions, he had conducted considerable research on these subjects and had volunteered to participate in drafting Charter Amendments. He urged reduction in signature requirements.

ADJOURNMENT:

There was no further business to come before City Council, and the meeting adjourned at 7:50 p.m.

ATTEST:

\_\_\_\_\_  
Mayor

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



**WESTMINSTER**  
**COLORADO**

## Agenda Memorandum

City Council Meeting  
August 14, 2006



**SUBJECT:** Presentation of Employee Service Awards

**Prepared by:** Debbie Mitchell, Human Resources Manager

### Recommended City Council Action

Present service pins and certificates of appreciation to employees celebrating 20 and 25 years of service with the City, and provide special recognition to the City's 25-year employees 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 20<sup>th</sup> and 25<sup>th</sup> 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 are three employees celebrating 25 years of service, and they will receive a check for \$2,500, less income tax withholding following their 25<sup>th</sup> anniversary date.
- Mayor McNally will present the 25-year certificates.
- Councillor Major will present the 20-year certificates.

**Expenditure Required:** \$ 7,500

**Source of Funds:** General Fund - Parks, Recreation & Libraries Department \$2,500  
Water Fund - Public Works & Utilities \$5,000

**Policy Issue**

None identified

**Alternative**

None identified

**Background Information**

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

Karen Creager	Accountant	Finance
Donna Kimble	Fire Lieutenant	Fire
D. Thomas Pageler	Utility Systems Specialist	Public Works & Utilities
Laura Rector	Parksworker II	Parks, Recreation & Libraries
	Open Space Technician	Community Development

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

Johnny Pinkston	Lead Plant Operator	Public Works & Utilities
Steve Ramer	Laboratory Analyst	Public Works & Utilities
Christine Venters	Secretary	Parks, Recreation & Libraries

On Wednesday, August 16, 2006, the City Manager will host an employee awards luncheon at which time 4 employees will receive their 15 year service pin, 6 employees will receive their 10 year service pin, and 15 employees will receive their 5 year service pin, while recognition will also be given to those who are celebrating their 20<sup>th</sup> and 25<sup>th</sup> anniversary. This is the third luncheon for 2006 to recognize and honor City employees for their service to the public.

The aggregate City service represented among this group of employees is 350 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,

Stephen P. Smithers  
Acting City Manager

Attachment



## Agenda Item 8 A

**WESTMINSTER**  
**COLORADO**

### Agenda Memorandum

City Council Meeting  
August 14, 2006

**SUBJECT:** Change Date for First September City Council Meeting

**Prepared By** Linda Yeager, City Clerk

### Recommended City Council Action

Change the date of the first regularly scheduled City Council meeting in September from September 11 to September 18.

### Summary Statement

- The second Monday of September falls on the 11<sup>th</sup> when the annual Public Safety Awards Banquet is traditionally held. The Mayor and City Council wish to attend the banquet and participate in ceremonies to honor Westminster public safety officials. To avoid a conflict, it is suggested that the September 11 regular Council meeting be rescheduled to September 18.
- If approved, City Council will meet in study session only on Tuesday, September 12, because of the Labor Day holiday and in regular session on September 18 and 25.

**Expenditure Required:** \$ 0

**Source of Funds:** N/A



**Policy Issue**

Should City Council change the schedule for Council meetings in September to accommodate the September 11 Public Safety banquet?

**Alternative**

Council could decide to reschedule the first regular meeting in September on a different date.

**Background Information**

Occasionally, City Council changes the date of a regular meeting to ensure a quorum when conflicts arise due to holidays or when worthy conferences, meetings, or functions occur that the majority of City Council wants to attend. The Mayor and Council customarily attend the Public Safety Awards Banquet, which is always held on September 11, and would like to continue that practice this year.

The public is aware that regular Council meetings are held on Mondays, and it is logical, therefore, to reschedule meetings to a different Monday of the month when conflicts arise.

Respectfully submitted,

Stephen P. Smithers  
Acting City Manager



**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
August 14, 2006



**SUBJECT:** Huron Street Improvements – Contract Amendment for Engineering Services

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

**Recommended City Council Action**

Authorize the City Manager to amend the contract with Felsburg, Holt and Ullevig, Inc. for construction engineering services in the amount of \$150,600 for the Huron Street Improvements project.

**Summary Statement**

- A contract for construction of improvements to Huron Street between 128<sup>th</sup> Avenue and 140<sup>th</sup> Avenue was awarded to Hamon Contractors, Inc. (Hamon) in June of 2004.
- A completion date of November 30, 2005 was specified but has been exceeded due to work added to the contract by the City and delay issues that are the subject of a claim filed by Hamon Construction.
- The estimated completion of construction is now early September 2006. City Council has been briefed on the claim and the parties continue discussion of settlement opportunities.
- A contract for construction engineering services with Felsburg, Holt and Ullevig (FHU) in the amount of \$850,000 was also approved at the beginning of the project. The schedule for these services was tied to the construction schedule.
- Two administrative amendments have been done that bring the contract total for construction engineering to \$934,156. Authorization of an additional \$150,600 is being requested to amend the FHU contract and cover the construction engineering services through the end of the work. Funds for this added work are available in the project contingency.

**Expenditure Required:** \$150,600

**Source of Funds:** General Capital Improvement Project Fund Huron Street Project, the 136<sup>th</sup> Avenue and I-25 Project Account and project accounts in the Utility Fund and North I-25 Bond Funds

**Policy Issue(s)**

Should the City extend the engineering services contract with Felsburg, Holt and Ullevig, Inc. to coincide with the actual time of construction of the Huron Street Improvements project?

**Alternative(s)**

The contract for construction engineering could be terminated at this time or scaled back to only minimal involvement of the engineers, resulting in a reduction of the observation, material testing and administrative activities that normally accompany a project of this size and complexity. Doing so is not recommended, particularly given the existence of a significant claim filed by the contractor. In addition, the next several months will be filled with project closeout activities including acceptance inspections, corrective work by the contractor and reconciliation of quantities and pay items. Staff strongly recommends that the contract for construction engineering services with FHU be amended to provide the necessary oversight during this critical period.

**Background Information**

In June 2004, City Council authorized a contract for construction of the Huron Street Improvements from 128<sup>th</sup> Avenue to 140<sup>th</sup> Avenue to Hamon Contractors, Inc. (Hamon). An agreement for construction engineering and project management services with the engineering firm of Felsburg, Holt and Ullevig, Inc. (FHU), was also authorized for \$850,000. FHU was the design engineer on this one and a half mile reconstruction of Huron Street.

The initial schedule for construction under the contract with Hamon called for completion of the work by November 30, 2005, so FHU's contract was structured for a similar time frame. Shortly after the award of the construction contract, the City requested that Hamon add the installation of a 16" water main to the Huron Street improvements. At the time, the City and Hamon could not agree on the appropriate additional contract time for the 16" water main work, but City Council approved a change order to Hamon's contract to cover the additional cost. Problems of various sorts have slowed progress on the project and the target completion date is now early September 2006 according to Hamon. The responsibility for what will be a nine-month delay period is the subject of a claim filed by Hamon in December 2005 and ongoing discussions between the City and Hamon. City Council was briefed on the details of the claim and the status of those discussions in May. A further update should be provided to Council in the next few months.

Because of their role as construction engineer, FHU has had to continue to provide their observation and contract administration services through this extended period of construction. This is particularly necessary given Hamon's claim. Two amendments to FHU's agreement with the City have been done to this date, bringing their compensation to \$934,156, but it is necessary to amend the agreement again. FHU and City Staff have estimated and are requesting authorization of \$150,600 in expenditures to cover this amendment and insure that adequate construction observation and administrative oversight are maintained to the end of construction activity. Funds exist in the Huron Street Improvements project contingency for this purpose.

Respectfully submitted,

Stephen P. Smithers  
Acting City Manager



**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
August 14, 2006



**SUBJECT:** Intergovernmental Agreement Regarding Acquisition of property located at 3381 W. 69<sup>th</sup> Avenue referred to as the “Heffley” Property

**Prepared By:** Tony Chacon, South Westminster Revitalization Coordinator

**Recommended City Council Action**

Authorize the Mayor to sign an Intergovernmental Agreement with the Urban Drainage and Flood Control District accepting up to \$60,000 in acquisition funds for the Heffley Property, and authorize proceeds received from UDFCD to be re-deposited into the General Fund South Westminster Revitalization Project account to reimburse the fund for advance of this payment.

**Summary Statement**

- On February 23, 2004, the City Council authorized staff to proceed with efforts to acquire a 1.9-acre parcel of land adjacent to Little Dry Creek just east of Lowell Boulevard, referred to as the “Heffley” property, in anticipation of developing a park/open space network along Little Dry Creek in conjunction with anticipated redevelopment activity around a proposed commuter rail station proposed for the immediate area (Attachment A).
- The City Council entered into an intergovernmental agreement (IGA) with the Westminster Housing Authority (WHA) whereby the City agreed to assist the WHA in acquiring the Heffley property, demolish and remove structures from the floodplain, and remediate environmental contaminants. All demolition and remediation work has been completed.
- The WHA contributed \$110,000 in cash towards the acquisition and borrowed another \$425,000 from the Colorado Brownfields Revolving Loan Fund (CBRLF) to complete the structural demolition and environmental remediation of the property.
- The City contributed another \$198,194 towards acquisition and remediation of the Heffley property per City Council Resolution No. 12 in 2005.
- The Urban Drainage and Flood Control District (UDFCD) offered to contribute up to \$60,000 towards the acquisition upon completion of structural demolition and environmental remediation.
- The demolition and remediation has been completed, and Staff is seeking Council authorization to enter into an IGA with UDFCD whereby the District would reimburse the City up to \$60,000 as its share of the acquisition cost.

**Expenditure Required:** \$0

**Source of Funds:** N/A

## **Policy Issue**

Should the City enter into an intergovernmental agreement with the UDFCD accepting funds to assist in the acquisition of property within the established floodplain, and in doing so restrict future development of such land without the consent of the UDFCD?

## **Alternative**

The Council may choose not to accept funds from the UDFCD to defray the cost of the land acquisition. Staff recommends that Council not choose this alternative as the funds will assist in minimizing the acquisition cost to the City and preserve the land for flood control along Little Dry Creek.

## **Background Information**

Improving the southern gateways into the City of Westminster is a priority strategy within the South Westminster Strategic Revitalization Plan, approved by City Council in 2000. Upon entering Westminster from the south along Lowell Boulevard, residents and visitors are exposed to a view of unappealing, blighted conditions. A similar experience applies to persons either biking or walking the Little Dry Creek trail through this same section. A significant number of the properties along these corridors are currently located within unincorporated Adams County, and are home to such uses as storage yards, auto salvage yards, and other low-grade industrial uses.

In conjunction with the South Westminster revitalization effort and the Brownfields initiative, Staff at the direction of City Council proceeded with acquisition of two properties, “Guildner” and “Heffley” (Attachment A), along the Little Dry Creek, immediately adjacent to the site of the proposed commuter rail station, which is part of the Regional Transportation District FasTracks project. Both of these sites were known to have dilapidated structures and environmental contamination requiring remediation. Given the location of the structures, the properties were also known to contribute to flooding conditions in the area by inhibiting storm water flows and contributing to debris within the creek.

Given their location along Little Dry Creek, the Urban Drainage and Flood Control District agreed contribute funds to assist in acquiring the properties. The City has already received \$100,000 in funding from the UDFCD relative to the acquisition, demolition and remediation of the “Guildner” property. The Urban Drainage and Flood Control District also offered to consider providing up to \$60,000 towards the acquisition of the Heffley property, but not until such time the City completed removal of the structures and remediation of the environmental contaminants. That remediation is complete. Through an IGA, the WHA provided \$110,000 in cash to be applied towards the acquisition and took out a loan in the amount of \$425,000 from the Colorado Brownfields Revolving Loan Fund to complete the structural demolition and environmental remediation of the property. The City contributed another \$198,194 towards the acquisition and remediation of the property.

Staff recommends that the WHA transfer title of the ownership to the City to preserve for flood control and possible development of a park and/or open space. By accepting the funds, the City would be required to get UDFCD approval for any park improvements within the floodplain.

The South Westminster Revitalization capital project account was used to provide the \$198,194 in funding, which included an advance of the \$60,000 to be provided by the Urban Drainage and Flood Control District. As such Staff requests that the reimbursement be re-deposited into the South Westminster Revitalization project account to replenish funding for other south Westminster revitalization endeavors.

Respectfully submitted,

Stephen P. Smithers  
Acting City Manager

Attachments:

- A. Vicinity and Property Map
- B. Agreement Regarding Acquisition of 3381 W. 69<sup>th</sup> Avenue

# ATTACHMENT A

## Heffley Acquisition Vicinity and Parcels



# ATTACHMENT B

## AGREEMENT REGARDING ACQUISITION OF 3381 WEST 69<sup>TH</sup> AVENUE CITY OF WESTMINSTER

UDFCD Agreement No. 05-06.10

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2005, 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, DISTRICT, in a policy statement previously adopted (Resolution No. 14, Series of 1970 and Resolution No. 11, Series of 1973) expressed an intent to assist public bodies which have heretofore enacted floodplain regulation measures; and

WHEREAS, PARTIES have cooperated in the preparation of "Master Drainageway Planning, Little Dry Creek (ADCO)" by Merrick and Company dated April, 1979 which identified certain flood prone properties (Exhibit A); and

WHEREAS, CITY has negotiated the purchase of 3381 West 69th Avenue (hereinafter called "PROJECT"); and

WHEREAS, CITY has requested DISTRICT funding assistance in the purchase of PROJECT; and

WHEREAS, the estimated cost for acquisition of PROJECT is \$200,000 contingent upon owner cleaning up and removing any contamination from this site; and

WHEREAS, DISTRICT has adopted a Preservation Fund Budget for floodplain preservation for calendar year 2005 subsequent to public hearing (Resolution No. 77, Series of 2004) from which \$60,000 has been allocated for the acquisition of PROJECT; and

WHEREAS, DISTRICT Board of Directors has authorized DISTRICT financial participation for acquisition of PROJECT (Resolution No. 44, Series of 2005); 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. SCOPE OF THIS AGREEMENT

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

2. 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.



3. PROJECT COSTS AND ALLOCATION OF COSTS

- A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of acquisition costs.
- B. It is understood that PROJECT costs as defined above are estimated not to exceed \$200,000.
- C. DISTRICT shall contribute \$60,000 toward PROJECT costs and CITY shall contribute the remainder of PROJECT costs. Based on total PROJECT costs, the maximum cost to each party shall be:

	<u>Participation</u>
DISTRICT share	\$ 60,000
CITY share	\$140,000
TOTAL	\$200,000

4. 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.

District upon presentation of a billing attributed to PROJECT shall remit within 30 days 50% of the prorated cost of the portion of property located in the 100-year floodplain to CITY, up to a maximum amount of \$60,000 plus interest accumulated on DISTRICT's share of funds.

5. RIGHT-OF-WAY

CITY, with DISTRICT assistance, shall be responsible for acquiring, subject to approval of DISTRICT, such land or interests in land needed to implement PROJECT as defined herein. The cost to be shared by PARTIES for right-of-way acquisition may include relocation costs of existing occupants. Appraisal costs will also be considered a PROJECT cost. Right-of-way acquisition shall be in accordance with DISTRICT policy attached hereto as Exhibit B. Within Exhibit B, references to purchasing agency will be references to CITY. In reference to Paragraph 1.D and 2.D of Exhibit B, the Purchasing Agency shall pay the reasonable costs of the property owners appraisal only when the Purchasing Agency's appraisal is \$5,000 or greater.

- A. Coordination of Right-of-Way Acquisition. Cost sharing by PARTIES will be based on supporting documentation such as formal appraisals, reasonable relocation cost settlements, legal description of the property, and other information deemed appropriate to the acquisition. Furthermore, cost sharing by DISTRICT will be only for the property or portions thereof, approved by PARTIES to be needed for drainage

and flood control improvements. CITY shall purchase the right-of-way only after receiving prior approval of DISTRICT.

- B. Payment for Right-of-Way Acquisition. Following purchase or receipt of executed memorandum of agreement between CITY and property owner for the needed right-of-way that commits the property owner to sell property to CITY at a price certain and on a date certain, CITY shall so advise DISTRICT and request payment as provided above. DISTRICT will make payment within 30 days of receipt of request accompanied by the information set forth above.
- C. Ownership of Property and Limitation of Use. CITY shall own the property either in fee or non-revocable easement and shall be responsible for same. It is specifically understood that the floodplain right-of-way is being used for drainage and flood control purposes. The property shall not be used for any purpose that will diminish or preclude its use for drainage and flood control purposes. CITY may not dispose of or change the use of the floodplain property without approval of DISTRICT. If, in the future, CITY disposes of any portion of or all of the floodplain property acquired pursuant to this Agreement or changes the use of any portion or all of the floodplain property acquired pursuant to this Agreement, and CITY has not obtained the written approval of DISTRICT prior to such action, CITY shall take any and all action necessary to reverse said unauthorized activity and return the floodplain property acquired pursuant to this Agreement, to the ownership and condition they were in immediately prior to the unauthorized activity at CITY's sole expense. In the event CITY breaches the terms and provisions of this Paragraph 5.C and does not voluntarily cure as set forth above, DISTRICT shall have the right to pursue a claim against CITY for specific performance of this portion of the Agreement. PARTIES shall, prior to the recording by CITY of any document transferring title or another interest to property acquired pursuant to this Agreement to CITY, execute a memorandum of this Agreement (Exhibit C), specifically a verbatim transcript of Paragraph 5.C. Ownership of Property and Limitation of Use except for this subparagraph which shall not be contained in the memorandum. The memorandum shall reference by legal description the property being acquired by CITY and shall be recorded in the records of the Clerk and Recorder of Adams County immediately following the recording of the document transferring title or another interest to CITY.

6. FLOODPLAIN REGULATION

CITY agrees to regulate and control the floodplain of Little Dry Creek within CITY in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum.

PARTIES understand and agree, however, that CITY cannot obligate itself by contract to exercise its police powers. If CITY fails to regulate the floodplain of Little Dry Creek

within CITY in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum, DISTRICT may exercise its power to do so and CITY shall cooperate fully.

7. TERM OF AGREEMENT

The term of this Agreement shall commence upon final execution by all PARTIES and shall terminate two years after the final payment is made to the property owner pursuant to Paragraph 4 herein, except for Paragraph 6. FLOODPLAIN REGULATION and Paragraph 5.C. Ownership of Property and Limitation of Use.

8. 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.

9. CONTRACTING OFFICERS AND NOTICES

- A. The contracting officer for CITY shall be the City Manager, City of Westminster, 4800 West 92<sup>nd</sup> 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 the property acquisition undertaken pursuant to this Agreement. Each representative shall coordinate the property acquisition issues between PARTIES. Said representatives will have the authority for all approvals, authorizations, notices or concurrences required under this Agreement or any amendments or addenda to this Agreement.

10. 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.

11. 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.

12. 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 the CITY of Denver, State of Colorado.

13. 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.

14. 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.

15. 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.

16. 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.

17. PUBLIC RELATIONS

It shall be at CITY'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 the proposed facilities and what impact it may have on them. In any event DISTRICT shall have no responsibility for a public relations program, but shall assist CITY as needed and appropriate.

18. 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.

19. APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of CITY 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 CITY and/or DISTRICT.

20. 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 \_\_\_\_\_

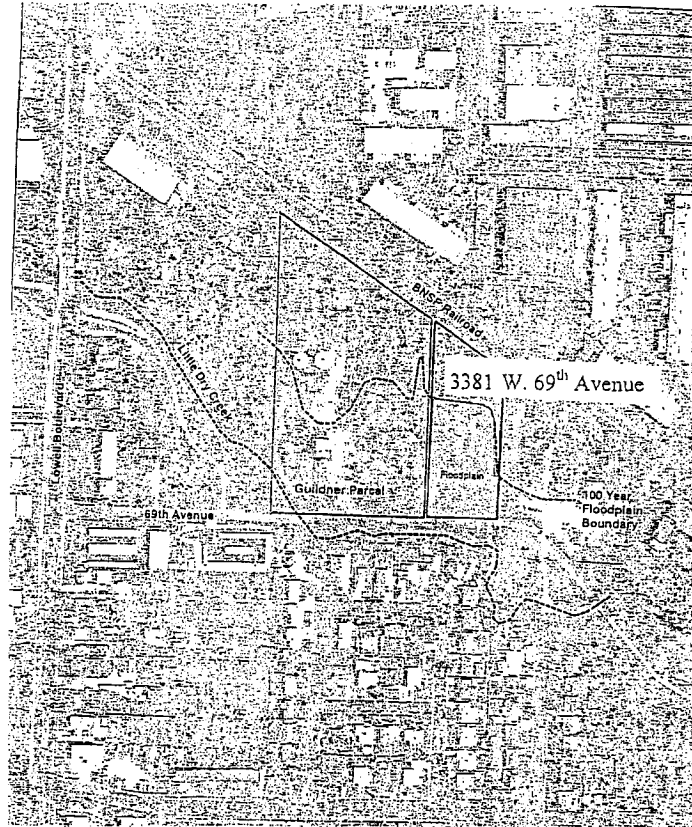
APPROVED AS TO FORM:

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

AGREEMENT REGARDING  
ACQUISITION OF 3381 WEST 69<sup>TH</sup> AVENUE  
CITY OF WESTMINSTER

UDFCD Agreement No. 05-06.10

Exhibit A





**Agenda Memorandum**

City Council Meeting  
August 14, 2006



**SUBJECT:** 2006 Trail Repairs Construction Contract Award

**Prepared By:** Brad Chronowski, Landscape Architect II

**Recommended City Council Action**

Authorize the City Manager to execute a contract with Keene Concrete Construction in the amount of \$101,856 for the construction of the 2006 Trail Repairs and authorize a seven percent contingency fund in the amount of \$7,130.

**Summary Statement**

- Staff has developed a list prioritizing trail repair projects that will reduce repetitive maintenance and improve usability for the City's major trail system.
- The Big Dry Creek Trail portion will extend 1,800 lineal feet of 10-foot-wide concrete and gravel trail from Sheridan Boulevard eastward that will also improve drainage in several locations.
- The Farmers' High Line Canal Trail will be improved by eliminating a drainage problem that closes the trail for several days each year and makes the trail unsafe.
- This construction work will continue an annual program initiated in 2005 designed to improve usability of our trails and reduce repetitive maintenance on troubled sections of the trail system.
- The scheduled improvements will be completed during the fall of 2006.

**Expenditure Required:** \$108,986

**Source of Funds:** General Capital Improvement Fund – Trails Development Project

**Policy Issue**

Should the City continue with trail repair work along the Big Dry Creek and Farmers' High Line Canal trails?

**Alternative**

City Council could choose not to continue with the repairs and request that staff employ alternate methods to improve the problem areas. Staff does not recommend this alternative, however, as the current condition of the trail sections overburden maintenance staff and leave the trails in an unsafe or unusable condition.

**Background Information**

Open space and trails maintenance staff has identified areas along the trail system that experience the greatest amount of closures and repetitive maintenance activity. Most of the problem areas are related to excessive runoff or localized poor drainage. Standing water on trails has the potential to cause users to slip and fall on mossy surfaces or soil clothing and equipment.

On recent trail projects, staff had implemented a 10-foot-wide concrete trail with an adjacent 4-foot-wide gravel trail separated by compacted soil. Ultimately, the Big Dry Creek trail will be constructed this way due to its use, classification, and location in Westminster's open spaces. This design detail will provide a positive trail experience for all users and experience less "down time."

A portion of the Big Dry Creek Trail near 112<sup>th</sup> Avenue and Sheridan Boulevard has a natural spring that has formed a shallow pond at the surface and saturates the existing gravel trail and erodes the trail surface after a light rain. Elevation of the trail is needed in this area with a large culvert to accept runoff along with some additional culverts.

The repair slated for the Farmers' High Line Canal Trail will eliminate standing water due to runoff from a nearby spring. Future runoff will be deflected by a curb or diverted into a drain that will keep the surface dry and free from the slick, mossy growth.

The bids received are as follows:

Keene Concrete	\$101,856
T2	\$106,944
Millan Brothers	\$108,544
AJI	\$108,724

Keene Concrete's bid is accurate and complete. This firm is capable of performing the work scheduled for this project.

Respectfully submitted,

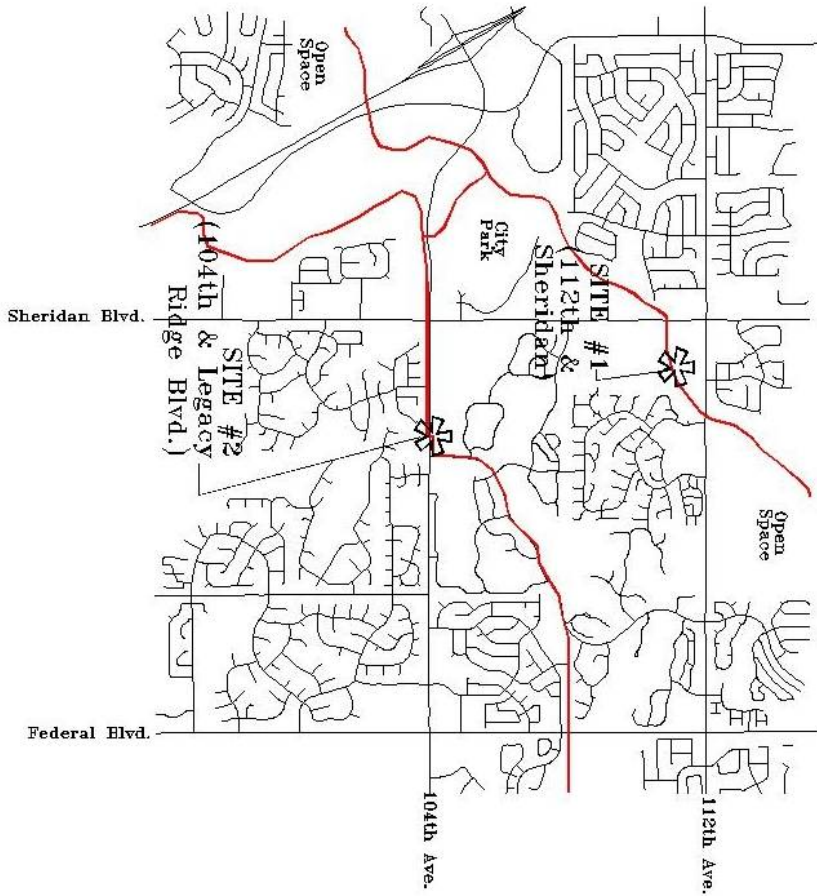
Stephen P. Smithers  
Acting City Manager

Attachment



# Location Map

NO SCALE

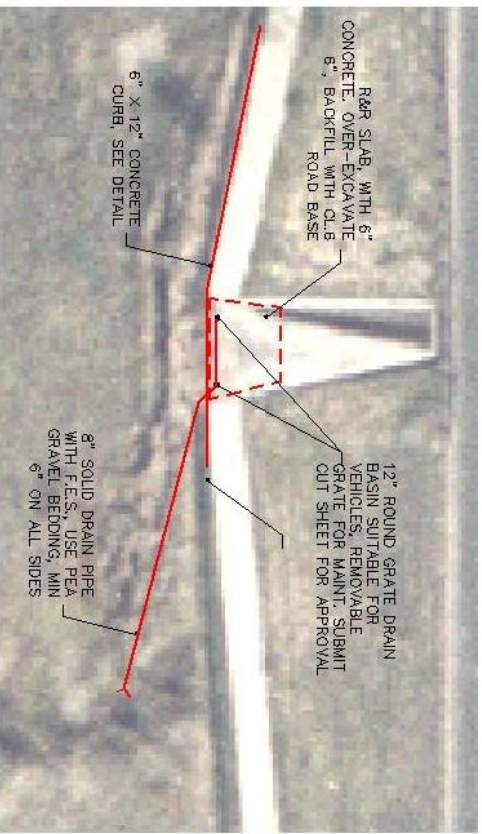


**OWNER**  
**CITY of WESTMINSTER**  
 Blvd. Chironowald  
 4800 WEST 92ND AVENUE  
 Westminister, CO. 80031  
 303-450-2400 x2205



**Layout**  
 Site #1 - 112th & Sheridan

Scale: 1" = 300'



**Layout**  
 Site #2 - 104th & Legacy Ridge Blvd.

Scale: 1" = 40'

# Big Dry Creek Trail Repairs - 2006

Westminister, Colorado



DATE	NO.	DESCRIPTION
06/19/06	01	ISSUED FOR PERMITS
07/19/06	02	ISSUED FOR CONSTRUCTION
08/19/06	03	ISSUED FOR AS-BUILT
09/19/06	04	ISSUED FOR FINAL REVIEW



**Agenda Memorandum**

City Council Meeting  
August 14, 2006



**SUBJECT:** Armed Forces Tribute Garden - CIP Fund Transfer for Phase I Construction

**Prepared By:** Brad Chronowski, Landscape Architect II

**Recommended City Council Action**

Authorize the City Manager to transfer \$300,000 from the Parks, Recreation and Libraries Capital Reserve project to the Armed Forces Tribute Garden project.

**Summary Statement**

- Staff wishes to begin the first phase of construction in the fall months of 2006. By doing this, the project momentum will continue to move forward and potential donors will see the quality and impact that the project will have on the region.
- The estimate for Phase I construction is \$900,000. This transfer will bring the project budget up to the required amount for Phase I construction.
- Phase I construction includes the central fountain feature, plaza paving (including engraved bricks), core-area landscaping, utility work, site furnishings and grading.
- The 'Icon' sculpture, approved by council on March 27, 2006, will be included in this phase.
- The scheduled improvements will commence in 2006.
- It is still Staff's hope that money contributed by the City will be reimbursed through ongoing donations.

**Expenditure Required:** \$300,000

**Source of Funds:** General Capital Improvement Fund –  
Parks, Recreation and Libraries Capital Reserve Project

**Policy Issue**

Should the City begin construction of the Armed Forces Tribute Garden before all of the cost of construction is secured through private donations?

**Alternative**

City Council could choose not to move forward with Phase I Construction of the Armed Forces Tribute Garden. Staff does not recommend this alternative, however, as recent funding opportunities have increased the momentum of the project. Also, recent grant acquisitions could expire if deadlines specified by the granting agencies are not met.

**Background Information**

In an effort to respect the individual and corporate donations thus far and the approaching deadlines for grants received, Staff believes Phase I construction is critical. Also, a revived fundraising campaign will naturally ensue during and after the completion of the first phase of construction. Many potential donors require physical progress before they will participate.

Since Staff received the Council-approved directive to commission the icon sculpture, the project has steadily gained momentum. The design consultants are developing contract documents and Staff continues to pursue large and corporate sponsorships. Staff wishes to begin the first phase of construction in the autumn months of 2006. A ground-breaking ceremony will be held on Veterans Day 2006 to unveil the icon sculpture.

The funds requested for this transfer have been in a holding account for potential development projects with our school districts. To date, there are no viable projects on the horizon to effectively utilize these funds. Staff believes these funds would be better used for Phase I of the Armed Forces Tribute Garden.

Once the project is complete, Staff intends to continue the brick sales campaign to accommodate those who wish to participate. Should an excess of funds persist through final construction, the Parks, Recreation and Libraries Capital Reserve Project may be partially or fully replenished.

Respectfully submitted,

Stephen P. Smithers  
Acting City Manager

Attachment



**The area shown in color represents the Phase I improvements**



## Agenda Item 8 F

**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
August 14, 2006



**SUBJECT:** 2006 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 Wildcat Civil Services, LLC to complete the 2006 sanitary sewer system rehabilitation work; authorize a project budget of \$270,140 and a 10% contingency budget of \$27,014.

### **Summary Statement**

- This project consists of the rehabilitation of approximately 10,500 feet of 8 to 12 inch diameter sanitary sewer line by using trenchless technology, cured-in-place pipe (CIPP).
- Formal bids were issued and a bid opening took place on July 26, 2006. Three contractors bid on this project. The lowest responsible bid was submitted by Wildcat Civil Services LLC. This contractor has been utilized by the city in the past and has provided a satisfactory work product.
- Funds are budgeted in the amount of \$360,000 for this project in the 2006 Utility Operations Division budget.

**Expenditure Required:** \$297,154

**Source of Funds:** 2006 Utilities Operations Division Operating Budget

**Policy Issue**

Should the City utilize Utilities Division Operating funds to complete the needed sewer line rehabilitation project using an outside contractor as specified in the contract documents?

**Alternative**

The City could re-bid the work and hope to get better bids. Based on staff's experience the bids received were in line with what was projected. Also, due to the project specifications of using trenchless technology, only three local contractors are capable of completing this project.

**Background Information**

The Utilities Operations Division annually budgets a sum of money for the rehabilitation of deteriorated small diameter (15-inches and below) sanitary sewer lines for rehabilitation. Sewers are assigned a numerical condition rating during the annual inspection program and the most severely deteriorated lines are selected for rehabilitation first. Typically, hydrogen sulfide gas from the sewage has worn away the concrete mortar and caused joint leaks and crown corrosion along the sewer lines. This can eventually cause the sewer's structural support to fail resulting in a line collapse. The selected sewer lines related to this project were identified as a priority for rehabilitation due to their advanced deteriorating condition.

The project scope of work for 2006 consists of repairing approximately 10,500 feet of 8-inch through 12-inch sanitary sewer lines using trenchless technology methods (internal cured-in-place lining of the existing sewer pipe.) Trenchless technology has proven very successful and less disruptive for residents and traffic flows due to its convenient, less intrusive technique. This process of rehabilitating sewer lines has been successfully utilized by the City over the past eight years and has been a reliable method of repair. Manhole rehabilitation within the area will consist of reforming deteriorated benches and inverts and seal coating of manhole barrel sections. The project work will take place generally in the Shaw Heights area and the immediate vicinity. Attached is a listing of addresses/locations of the areas to be completed within the scope of this project.

The 2006 Wastewater Collection System Project was advertised for notice and bids were accepted until July 26, 2006. The City has utilized the services of Wildcat Civil Services in the past and has been satisfied with the quality of their work. The results of the submitted bids are as follows:

Wildcat Civil Services LLC.	\$270,140
Western Slope Utilities (WSU)	\$298,272
Insituform	\$300,721

The contractor would commence work at the end of August, and would complete this project by November, 2006.

Respectfully submitted,

Stephen P. Smithers  
Acting City Manager

Attachment

## 2006 LINING PROGRAM

No	Manhole Up	Manhole Down	Address	Size	Length	Unique	Taps
1	H10MH013	H10MH014	8198 KING ST	8	490	810	4
2	H10MH014	H10MH015	8195 JULILAN ST	8	345	818	5
3	H10MH015	H10MH016	8161 JULIAN ST	8	320	817	7
4	H10MH038	H10MH028	8090 GROVE ST	8	57	824	0
5	H10MH028	H10MH029	8090 GROVE ST	8	593	828	11
6	J10MH101	J10MH112	8896 LOWELL BLVD	10	250	8761	2
7	J10MH112	J10MH102	8876 LOWELL BLVD	10	48	8762	0
8	J10MH102	J10MH103	8868 LOWELL BLVD	10	299	2372	4
9	J10MH103	J10MH104	8836 LOWELL BLVD	10	276	2467	3
10	J10MH104	J11MH029	8800 LOWELL BLVD	10	291	2466	5
11	J11MH029	J11MH119	3680 88TH AVE	10	183	1192	1
12	J11MH119	J11MH028	8800 MEAD ST	10	106	18161	0
13	J11MH028	J11MH027	3701 88TH AVE	10	290	1193	2
14	J11MH027	J11MH022	3840 88TH AVE	10	300	1196	0
15	J11MH022	I11MH051	9791 CIRCLE DR.	8	274	1702	4
16	I11MH051	I11MH050	8761 CIRCLE DR	8	340	1069	5
17	I11MH050	I11MH049	8721 CIRCLE DR	8	99	1068	1
19	J11MH081	J11MH080	8966 MCCOY PL	8	263	1194	8
20	J11MH080	J11MH026	8924 MCCOY PL	8	368	6744	3
21	J11MH026	J11MH025	8911 MCCOY PL	8	148	6743	0
22	J11MH025	J11MH027	8839 88TH AVE	8	258	1195	2
23	J11MH002	J11MH001	8870 RUTGERS ST	8	373	1221	10
24	I11MH100	I11MH099	8640 CRESCENT DR	8	250	1011	6
25	I11MH099	I11MH098	8620 CRESCENT DR	8	400	1012	13
26	I11MH094	I11MH093	8600 CONCORD LN	8	300	1013	10
27	I11MH093	I11MH092	8550 CONCORD LN	8	388	1051	10
28	I13MH010	I13MH009	8601 SHERIDAN BLVD	12	127	7084	0
29	I13MH009	I13MH008	8601 SHERIDAN BLVD	12	10	7083	0
30	I13MH008	I12MH064	8601 SHERIDAN BLVD	15	18	7090	0
31	I11MH035	I11MH034	8760 OAKWOOD DR	8	400	989	12
32	J11MH016	I11MH035	8806 OAKWOOD DR	8	400	1698	10
33	I12MH058	I12MH056	8751 WAGNER DR	10	246	1103	4
34	I12MH056	I12MH053	8721 WAGNER DR	10	253	1071	4
35	I12MH053	I12MH051	8701 WAGNER DR	10	304	1072	3
36	I12MH051	I12MH047	8651 WAGNER DR	10	267	1090	4
37	I12MH047	I12MH046	8551 WAGNER DR	10	328	1089	7
38	J12MH003	J12MH002	8952 SETON ST	8	400	1241	10
39	J12MH002	J12MH001	8882 SETON ST	8	400	1242	11



**WESTMINSTER**  
**COLORADO**

**Agenda Item 8 G**

**Agenda Memorandum**

City Council Meeting  
August 14, 2006



**SUBJECT:** Lease/Purchase of Self-Propelled Asphalt Paver

**Prepared By:** Pat Sexton, Street Maintenance Supervisor

**Recommended City Council Action**

City Council action is requested to authorize the trade-in of two current spreader box pavers, a lease with option to purchase a new Lee Boy self-propelled asphalt paver in 2006 and include terms in the lease purchase agreement with MacDonald Equipment Company to commit to the purchase of this equipment in 2007 contingent upon City Council authorization of this purchase in the City's 2007-2008 Operating Budget. Based on the recommendation of the City Manager, the City Council finds that the public interest would be best served by awarding this lease with option to purchase contract to MacDonald Equipment Company as the sole source of the equipment.

**Summary Statement**

- The Street Division has been given the opportunity to lease/purchase a new Lee Boy Model 8515 self-propelled asphalt paver with funds available in 2006 for the rental rate of \$8,000 (budgeted in 2006) plus trade-in of two Layton spreader box pavers. The new paver will be used by the Street Division for the remainder of 2006. Purchase of the new Lee Boy paver would be in 2007, subject to appropriation of the necessary funds by City Council.
- The combined value of the two Layton spreader box pavers is \$2,250. These trade-ins, plus the cost of the rental of the new paver (\$8,000), will be applied to the purchase of the new Lee Boy asphalt paver. The selling price for the paver is \$125,733. After trade-ins and 2006 rental cost, the purchase price will be \$115,483.
- Normally a paver rents for \$8,000/month and MacDonald Equipment is willing to allow City crews to use it until the end of the year (5 months) for the cost of one's month's rental plus the two spreader boxes valued at \$2,250. This is subject to City Council approval of the purchase of the equipment.
- A tentative agreement has been reached with MacDonald Equipment whereby the City of Westminster will provide MacDonald Equipment with a formal commitment in 2006 for the purchase of the new Lee Boy asphalt paver and then a purchase order would be issued upon release of 2007 funds for the remaining \$115,483 pending City Council authorization of the City's 2007-2008 Operating Budget.
- The City's Street Division has been renting a self-propelled asphalt paver from MacDonald Equipment for the past 10 years in order to improve safety and productivity of street maintenance activities.

**Expenditure Required:** \$115,483

**Source of Funds:** 2007 General Fund Appropriations  
Public Works and Utilities Budget – Street Division



**Policy Issue**

Should City Council conditionally authorize the allocation of funds in 2007 to purchase a new Lee Boy self-propelled paver?

**Alternative**

One alternative is to not request the purchase of the self-propelled asphalt paver at this time and wait until 2007 to initiate the purchase. This option is not desirable since the City is able to maximize an available opportunity of purchasing the equipment at this time by applying rental fees paid in 2006 to the piece of equipment purchased in 2007. If not approved for 2007, the lease/purchase incentive of the \$8,000 rental combined with the trade-in value of \$2,250 for the two Layton spreader box pavers will be lost. Also, in 2007, there will be an increase in the cost of the equipment itself due to a State mandate on diesel engine emissions. If not approved, Staff will need to ask for \$45,000 in rental fees in the 2007 budget. This, along with the more than \$10,000 already being paid, is almost half the cost of purchasing this paver now.

**Background Information**

Staff is requesting the purchase of a new Lee Boy self-propelled asphalt paver. This paver would be used year around when crews are not crack sealing or removing snow from City streets. It would be used on larger patches, overlaying cul-de-sacs and leveling roadways.

Presently, the spreader box paver that crews are using is very labor-intensive. Also, over the years there have been at least three incidents where the spreader paver has caught fire because the screed, which is the heating mechanism that keeps the asphalt at its desired application temperature, has to be heated and this is done with propane. One incident, two years ago, the spreader was totaled out completely and had to be replaced.

The self-propelled paver would enable the crews to put down more material more efficiently and with a better quality result. Additionally, it would lay down 15 feet of asphalt, versus the 8 feet maximum that is currently being laid. The goal is to lay down as smooth a mat of asphalt as possible with a minimum or no defects so the road will last longer and give drivers a smoother ride. Also, the self-propelled paver is more maneuverable and would allow the paving of cul-de-sacs more efficiently.

The equipment vendor, MacDonald Equipment, has provided the City with a rare opportunity to apply its 2006 rental fees towards the purchase of this piece of equipment in 2007. Also, this opportunity became available to the City since the paver unit had been ordered in error by MacDonald Equipment and they were hoping to avoid the cost of shipping it back to the manufacturer. MacDonald Equipment is the only company that offers the smaller paver (Lee Boy) with the desired City specifications, specifically rubber tracks and the electric screed.

In a recent survey of 10 cities conducted by City staff, it was found that all of the other municipalities are using a self-propelled asphalt paver due to the same reasons that the City has identified. The spreader box paver is an outdated technology that is inefficient and less safe.

Respectfully submitted,

Stephen P. Smithers  
Acting City Manager



**Agenda Memorandum**

City Council Meeting  
August 14, 2006



**SUBJECT:** Second Reading of Councillor’s Bill No. 43 re 2006 2nd Quarter Budget Supplemental Appropriation

**Prepared By:** Gary Newcomb, Accountant

**Recommended City Council Action:**

Pass Councillor’s Bill No. 43 on second reading providing for a supplemental appropriation to the 2006 budget of the General, General Capital Improvement, and Open Space Funds.

**Summary Statement:**

City Council action is requested to pass the attached Councillor’s Bill on second reading authorizing a supplemental appropriation to the 2006 budget of the General, General Capital Improvement, and Open Space Funds.

General Fund amendments total:	\$55,638
General Capital Improvement Fund amendments total:	\$287,088
Open Space Fund amendments total:	\$2,209

This Councillor’s Bill was passed on first reading July 24, 2006.

**Expenditure Required:** \$344,935

**Source of Funds:** The funding sources for these expenditures include grants, program revenues, insurance proceeds, lease payments, confiscated funds and interest earnings.

Respectfully submitted,

Stephen P. Smithers  
Acting City Manager

Attachment

BY AUTHORITY

ORDINANCE NO. **3300**

COUNCILOR'S BILL NO. **43**

SERIES OF 2006

INTRODUCED BY COUNCILLORS  
**PRICE - DITTMAN**

**A BILL**

**FOR AN ORDINANCE AMENDING THE 2006 BUDGETS OF THE GENERAL,  
GENERAL CAPITAL IMPROVEMENT AND OPEN SPACE FUNDS AND  
AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2006  
ESTIMATED REVENUES IN THE FUNDS.**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2006 appropriation for the General Fund initially appropriated by Ordinance No. 3162 in the amount of \$86,209,579 is hereby increased by \$55,638 which, when added to the fund balance as of the City Council action on July 24, 2006 will equal \$85,482,867. The actual amount in the General Fund on the date this ordinance becomes effective may vary from the amount set forth in this section due to intervening City Council actions. The appropriation is due to the receipt of grants, program revenues, insurance proceeds, confiscated funds and interest earnings.

Section 2. The \$55,638 increase in the General Fund shall be allocated to City Revenue and Expense accounts, which shall be amended as follows:

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
State Grants	1000.40620.0000	\$0	\$15,052	\$15,052
Off Duty Fire Svcs	1000.41340.0013	516	600	1,116
General	1000.43060.0000	200,685	31,823	232,508
Int Ice Center	1000.42530.0077	0	7,640	7,640
Int 1999 COPS	1000.42530.0276	0	427	427
Int 2001 COPS	1000.42530.0215	0	50	50
Int Capital Facilities	1000.42530.0209	0	46	46
Total Change to Revenues			<u>\$55,638</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Other Equipment – Tech Svcs	10020300.76000.0343	\$142,400	\$6,009	\$148,409
Supplies – Spec Ops	10020500.70200.0347	114,300	2,600	116,900
Other Equipment – Spec Ops	10020500.76000.0347	48,000	2,023	50,023
Salaries OT – Traffic	10020500.60400.0348	90,000	4,420	94,420
Supplies – EMS	10025260.70200.0546	5,136	600	5,736
Spec Promo Fire Prevention	10025260.67600.0547	7,900	2,264	10,164

Supplies – Fire Prevention	10025260.70200.0547	5,000	2,315	7,315
Career Develop	10025260.61800.0000	35,464	10,555	46,019
Supplies	10050620.70200.0000	47,233	2,000	49,233
Maint/Rep Infra	10030380.66200.0000	220,592	11,738	232,330
Supplies	10003120.70200.0125	2,150	2,951	5,101
Lease Pay – Ice Ctr	10010900.67700.0077	1,036,663	7,640	1,044,303
Lease Pay-99 COPS	10010900.67700.0276	1,710,284	427	1,710,711
Lease Pay-01 COPS	10010900.67700.0215	0	50	50
Lease Pay-Cap Fac	10010900.67700.0209	1,600,888	46	1,600,934
Total Change to Expenses			<u>\$55,638</u>	

Section 3. The 2006 appropriation for the General Capital Improvement Fund initially appropriated by Ordinance No. 3162 in the amount of \$7,668,000 is hereby increased by \$287,088 which, when added to the fund balance as of the City Council action on July 24, 2006 will equal \$8,041,293. The actual amount in the General Capital Improvement Fund on the date this ordinance becomes effective may vary from the amount set forth in this section due to intervening City Council actions. This appropriation is due to receipt of various grants, and interest earnings.

Section 4. The \$287,088 increase in the General Capital Improvement Fund shall be allocated to City revenue and expense accounts, which shall be amended as follows:

#### REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
State Grants	7500.40620.0000	\$11,675	\$12,993	\$24,668
General	7500.43060.0000	0	80,000	80,000
Interest 05 COPS	7500.42530.0274	0	194,095	194,095
Total Change to Revenue			<u>\$287,088</u>	

#### EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
CD – Grants Appro. Holding	80675030428.80400.8888	\$0	\$7,000	\$7,000
South Westy Revitalization AH	80175030024.80400.8888	277,575	5,993	283,568
Traf Sig Syst Imp Appro. Holding	80175030143.80400.8888	129,798	80,000	209,798
COP 144 <sup>th</sup> Interchange Appro. Holding	80575030713.80400.8888	16,045,240	180,261	16,225,501
COP 144 <sup>th</sup> Inter. Capital Interest AH	80575030733.80400.8888	0	13,834	13,834
Transfers WEDA	75010900.79800.0680	630,000	(630,000)	0
Other Fin Use	75010900.78800.0000	1,125,000	630,000	1,755,000
Total Change to Expenses			<u>\$287,088</u>	

Section 5. The 2006 appropriations for the Open Space Fund initially appropriated by Ordinance No. 3162 in the amount of \$4,563,535 is hereby increased by \$2,209 which, when added to the fund balance as of the City Council action on July 24, 2006 will equal \$4,568,768. The actual amount in the Open Space Fund on the date this ordinance becomes effective may vary from the amount set forth in this section due to intervening City Council actions. This appropriation is due to receipt of lease payments.

Section 6. The \$2,209 increase in the Open Space Fund shall be allocated to City revenue and expense accounts, which shall be amended as follows:

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Open Space General	5400.43060.0000	\$3,024	\$2,209	\$5,233
Total Change to Expenses			<u>\$2,209</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Land Purchases	54010900.76600.0000	\$752,762	\$2,209	\$754,971
Total Change to Revenue			<u>\$2,209</u>	

Section 7 – 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 8. This ordinance shall take effect upon its passage after the second reading.

Section 9. 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 24<sup>th</sup> day of July, 2006.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 14<sup>th</sup> day of August, 2006.

ATTEST:

\_\_\_\_\_  
Mayor

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



**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
August 14, 2006



**SUBJECT:** Second Reading of Councillor's Bill No. 44 re 2006 CDBG Fund Appropriation

**Prepared By:** Vicky Bunsen, Community Development Programs Coordinator

**Recommended City Council Action**

Pass Councillors Bill No. 44 on second reading to appropriate 2006 Community Development Block Grant (CDBG) funds in the amount of \$578,260.

**Summary Statement**

- The 2006 CDBG allocation of \$578,260 was designated to fund the 2006 CDBG projects, pursuant to City Council approval on November 28, 2005.
- CDBG funding has been decreasing for four years, from \$696,000 in 2003, to \$681,000 in 2004, and \$641,212 in 2005, and to \$578,260 in 2006, a reduction of \$117,800.
- This Councillor's Bill was passed on first reading on July 24, 2006.

**Expenditure Required:** \$578,260

**Source of Funds:** 2006 Community Development Block Grant Funds

Respectfully submitted,

Stephen P. Smithers  
Acting City Manager

Attachment

BY AUTHORITY

ORDINANCE NO. **3301**

COUNCILLOR'S BILL NO. **44**

SERIES OF 2006

INTRODUCED BY COUNCILLORS  
**Dittman - Price**

**A BILL  
FOR AN ORDINANCE ESTABLISHING THE 2006 BUDGET OF THE COMMUNITY  
DEVELOPMENT BLOCK GRANT FUND.**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. This is the initial appropriation for 2006 for the CDBG Fund. The appropriation of \$578,260.00 is the amount approved by the U.S. Department of Housing and Urban Development (HUD) for the City for 2006.

Section 2. The \$578,260 increase in the CDBG Fund shall be allocated to City Revenue and Expense accounts, which shall be amended as follows:

Description	Account Number	Current Budget	Increase (Decrease)	Final Budget
<b>Revenue</b>				
Block Grant-CDBG	7600.40610.0025	\$0	<u>\$578,260</u>	\$578,260
Total change to revenues			<u>\$578,260</u>	
Description	Account Number	Current Budget	Increase (Decrease)	Final Budget
<b>Expenses</b>				
Salaries	76030350.60200.0000	\$0	\$111,128	\$111,128
CDBG-06 Block Grant	80576030722.80400.8888	\$0	\$467,132	\$467,132
Total change to expenses			<u>\$578,260</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 AND PUBLISHED this 24th day of July, 2006.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 14th day of August, 2006.

ATTEST:

\_\_\_\_\_  
Mayor

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



**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
August 14, 2006



**SUBJECT:** Councillor's Bill No. 45 re Lease for the Former Animal Shelter

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

**Recommended City Council Action**

Pass Councillor's Bill No. 45 on first reading authorizing the City Manager to sign a lease agreement with The Dog and I, LLC, for the former City of Westminster Animal Shelter located at 8800 Sheridan Boulevard, Unit 100.

**Summary Statement**

- Lease agreements are used to define the responsibilities of each party, to protect the interests of the City and to maintain the improvements on the property.
- The proposed five-year lease agreement, with an optional five-year renewal, requires The Dog and I, LLC, to purchase liability insurance and be responsible for all maintenance inside the building. The City would be responsible for all exterior and grounds maintenance and all utilities. Annually, The Dog and I, LLC, would pay \$25,200 through the five-year lease term for the former Animal Shelter, parking as needed on the south side of the building, and fenced areas on the north and east sides of the building. This amount was arrived at through market survey and by taking into consideration the business is already in Westminster.
- Leasing of property by the City must be ratified by ordinance under section 13.4 of the City's Charter.
- The City is not responsible for making any tenant improvements to the building.

**Expenditure Required:** \$0

**Source of Funds:** N/A



**Policy Issue**

Does the City Council wish to lease the vacant former Animal Shelter to The Dog and I, LLC, to operate a Westminster dog daycare and hotel?

**Alternative**

Do not lease the former Animal Shelter building to The Dog and I, LLC, and continue to look for tenants. Staff does not recommend this alternative given the limited tenants available to lease this type of facility.

**Background Information**

The City of Westminster vacated the former Animal Shelter, located at 8800 Sheridan Boulevard in 1996. At that time, the City entered into an agreement with Table Mountain Animal Shelter to provide shelter services. Once the shelter ceased, the Police Department utilized the building for overflow storage. When the new Public Safety Center was built, the Police Department moved out leaving the building vacant. Because of the unique building amenities, finding tenants was a challenge. The City's Purchasing Officer began searching out businesses and found The Dog and I, LLC, a current Westminster business, interested in the building.

The proposed five-year lease agreement, with an optional five-year renewal, requires The Dog and I, LLC, purchase liability insurance and be responsible for all maintenance inside the building. The City would be responsible for all exterior and grounds maintenance and all utilities. Annually, The Dog and I, would pay \$25,200 through the five-year lease term for the former Animal Shelter building, parking as needed on the south side of the building, and fenced areas on the north and east sides of the building. This amount was arrived at through market survey and by taking into consideration the business is already in Westminster.

Respectfully submitted,

Stephen P. Smithers  
Acting City Manager

Attachment

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **45**

SERIES OF 2006

INTRODUCED BY COUNCILLORS  
**Major - Lindsey**

**A BILL**

**FOR AN ORDINANCE APPROVING A LEASE WITH THE DOG AND I FOR THE LEASE OF THE MAIN LEVEL OF THE FORMER CITY OF WESTMINSTER ANIMAL SHELTER**

WHEREAS, the City of Westminster ("City") is the owner of the property at 8800 Sheridan Boulevard, Unit 100, Westminster, Colorado (the "Property"); and

WHEREAS, the property was formerly used as an animal shelter; and

WHEREAS, the City desires to lease the main level of the Property to The Dog and I, a Colorado for Profit corporation, for use as a dog day care and dog hotel; and

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

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

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The Lease between the City and The Dog and I for the lease of the main level of the former animal shelter located at 8800 Sheridan Boulevard, Unit 100, Westminster, Colorado, is approved in substantially the same form as attached as Exhibit "A."

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

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

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 14<sup>th</sup> day of August, 2006.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 28<sup>th</sup> day of August, 2006.

\_\_\_\_\_  
Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

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

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

Exhibit A

## LEASE AGREEMENT

**This Lease Agreement** is made between City of Westminster, a Colorado home rule municipality herein called Lessor, and The Dog and I, a Colorado for Profit Corporation herein called Lessee.

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

1. **Premises.** The Premises consist of the main level of the Former Animal Shelter located at 8800 Sheridan Boulevard, Unit 100, in Westminster, Colorado, County of Adams, State of Colorado.
2. **Term and Rent.** Lessor demises the above premises for a term of 5 years, commencing September 1, 2006, and terminating on August 31, 2011, or sooner as provided herein at the annual rental of Twenty Five Thousand Two Hundred Dollars (\$25,200) payable in equal installments in advance on the first day of each month for that month's rental, during the term of this lease. All rental payments shall be made to Lessor, at the following address: City of Westminster, c/o Carl Pickett, 4800 W. 92<sup>nd</sup> Avenue, Westminster, Colorado 80031. The first two months of this lease shall be rent free, and the first year the annual rent shall be Twenty One Thousand Dollars (\$21,000)
3. **Use.** Lessee shall use and occupy the premises for a dog day care and dog hotel. The premises shall be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose.
4. **Care and Maintenance of Premises.** Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at its own expense and at all times, maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, excepting the roof, exterior walls, and structural foundations which shall be maintained by Lessor. Lessor shall maintain in good condition such portions adjacent to the premises, such as sidewalks, driveways, lawns and shrubbery.
5. **Alterations.** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises.
6. **Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.
7. **Assignment and Subletting.** Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.
8. **Utilities.** Lessor shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity. Lessee shall be responsible for telephone services.
9. **Entry and Inspection.** Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.
10. **Possession.** If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within 60 days of the commencement of the term hereof.
11. **Indemnification of Lessor.** Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused.
12. **Insurance.** Lessee, at his expense, shall maintain plate glass and public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows:

Workers' Compensation Insurance in accordance with the Workers' Compensation laws of the State of Colorado, and Commercial General Liability of \$500,000 per person / \$1,000,000 per occurrence. Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage.

- 13. Eminent Domain.** If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, and may not file a claim for any taking of fixtures and improvements owned by Lessee, nor for moving expenses.
- 14. Destruction of Premises.** In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor does not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease
- 15. Lessor's Remedies on Default.** If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within 30 days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such 30 days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than 30 days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, without extinguishing Lessee's liability. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.
- 16. Security Deposit.** Lessee shall deposit with Lessor on the signing of this lease the sum of Two Thousand One Hundred Dollars (\$2,100) as security for the performance of Lessee's obligations under this lease, including without limitation the surrender of possession of the premises to Lessor as herein provided. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall on demand deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of this lease.
- 17. Tax Increase.** In the event there is any increase during any year of the term of this lease in the City, County or State real estate taxes over and above the amount of such taxes assessed for the tax year during which the term of this lease commences, whether because of increased rate or valuation, Lessee shall pay to Lessor upon presentation of paid tax bills an amount equal to 100% of the increase in taxes upon the land and building in which the leased premises are situated. In the event that such taxes are assessed for a tax year extending beyond the term of the lease, the obligation of Lessee shall be proportionate to the portion of the lease term included in such year.
- 18. Common Area Expenses.** In the event the demised premises are situated in a shopping center or in a commercial building in which there are common areas, Lessee agrees to pay his pro-rata share of maintenance, taxes, and insurance for the common area.
- 19. Attorney's Fees.** In case suit should be brought for recovery of the premises or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.
- 20. Waiver.** No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.
- 21. Notices.** Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at 8800 Sheridan Boulevard, Unit 100, Westminster, Colorado, or Lessor at the address specified as follows: City of Westminster, c/o Carl Pickett, 4800 W. 92<sup>nd</sup> Avenue, Westminster, Colorado 80031, or at such other places as may be designated by the parties from time to time.

- 22. Heirs, Assigns, Successors.** This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.
- 23. Option to Renew.** Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for an additional term of 60 months commencing at the expiration of the initial lease term. All of the terms and conditions of the lease shall apply during the renewal term except that the monthly rent shall be the sum of \$2,200. The option shall be exercised by written notice given to Lessor not less than 90 days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire.
- 24. Subordination.** This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.
- 25. Radon Gas Disclosure.** As required by law, Lessor makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Colorado. Additional information regarding radon and radon testing may be obtained from your county public health unit.
- 26. Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

Signed this 19th day of July, 2006.

By: Lessor \_\_\_\_\_

By: \_\_\_\_\_ Lessee



## Agenda Item 10 B

**WESTMINSTER**  
**COLORADO**

### Agenda Memorandum

City Council Meeting  
August 14, 2006



**SUBJECT:** Charter Amendment for Initiative, Referendum, and Recall

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

### Recommended City Council Action

Adopt Councillor's Bill No. 46 placing a question on the 2006 November election ballot to amend the Charter concerning the Initiative, Referendum and Recall processes and direct the City Clerk to certify the ballot language to the designated election officials for Adams and Jefferson Counties.

### Summary Statement

- At its August 7th study session, City Council discussed the appropriate language to be included in the submission to the Westminster voters of a Charter amendment to Section 3.18 Recall and Sections 8.10-8.13 Initiative and Referendum.
- Many changes to state election law have occurred over the last twenty to fifty years since these Charter provisions were adopted or amended, causing the Charter to become outdated or inconsistent, particularly with regard to the coordinated election process the City currently uses.
- Staff is recommending the adoption of an ordinance submitting a Charter amendment to a vote of the people. The amendment would remove unclear and conflicting provisions, especially those related to time limits, in the recall, initiative and referendum sections of the Charter. Additionally, in order to avoid the need for future Charter amendment elections, it is being recommended that the more detailed procedural requirements for initiative, referendum and recall be addressed in the Code, rather than the Charter, so that they may be updated as changes in technology occur and state and county election requirements change.

**Expenditure Required:** The current estimate is \$55,000 (total for both this measure and the Open Space tax extension issue)

**Source of Funds:** General Fund – City Clerk Operating Budget \$20,000  
General Fund – Contingency \$35,000

**Policy Issues:**

Does City Council agree with the proposed language for the Charter amendments dealing with recall, initiative, and referendum?

Does City Council agree that the manner of exercising the initiative, referendum, and recall powers should be spelled out in the City's Election Code?.

**Alternatives:**

1. City Council could decide to direct Staff to amend the initiative, referendum, and recall provisions in a different or more extensive manner. This is not recommended, as it is generally the case that measures that are straightforward and relatively uncomplicated are more successful at the ballot box.
2. City Council could decide to put all of the substantive and procedural requirements regarding initiative, referendum and recall in the Charter rather than in the Code. This is not recommended, as the City decided in the mid-1990's to conduct future elections, where possible, as coordinated elections with Jefferson and Adams counties. Since the counties must follow state election law and regulations, and the state legislature amends those laws every year or two, the Charter would quickly become out of date again. Placing those additional election requirements in the City's Election Code allows the Council to easily make changes to conform with current law or changes in technology and methods of voting, while at the same time clarifying and enlarging upon the procedures that must be followed in the submission of any type of petition requiring an election.

**Background Information**

Over the last thirteen months, several issues have arisen that have caused the City Clerk and the City Attorney's Office to closely examine and become much more familiar with the language in the City Charter. First, the referendum measure on the 72nd and Sheridan rezoning and CLUP amendment served to highlight an apparent inconsistency between time limits expressed in Sections 8.10 and 8.13. Second, several citizen inquiries over the last six months have prompted City Staff to closely examine the recall provisions of Section 3.18. Meeting the current provisions of Section 3.18 would be expensive and difficult, given the fact that the City has abandoned the practice of conducting its own elections. The time frames specified in Section 3.18 conflict with the timing requirements for conducting a coordinated election with both Adams and Jefferson Counties. Also, because of the election timing restrictions placed on counties by state law, the City would not be able to contract with the counties to conduct a special election for the City. This would leave the City in the position of having to conduct its own special election, probably by mail ballot as the City no longer has any voting devices. The cost of such a separate election could be significantly greater than the cost of adding a municipal question to an upcoming coordinated election ballot.

Staff has restricted the proposed changes to the minimum number it finds necessary to remove inconsistencies with state law and to clarify existing intent. While it might be convenient to make certain housekeeping changes, such as changing *referendary* to *referendum*, Staff felt that, from the standpoint of gaining voter support to pass this measure, fewer changes would be better.

Prior to and at its August 7th study session, Council was presented with various options for changing the proposed amendment language regarding the percentage or number of signatures required and the

timing of calling an election pursuant to a petition. Generally, Council was comfortable with the 25% and 10% signature requirements and with removing the mandatory special election requirement for initiative petitions in light of the extra expense that a special election entails.

The Colorado Constitution, Article V, Section 1, reserves to the people the powers of initiative and referendum. In doing so, it provides that cities "may provide for the manner of exercising the initiative and referendum powers as to their municipal legislation." It is Staff's recommendation that "the manner of exercising" these powers be "provided for" in the Westminster Municipal Code, Title VII, Elections. The two-fold benefit of including such procedures in the Code is (1) confirming those requirements that apply to local election issues that may be different (based on our home rule authority) than those expressed in state statutes on the subject, and (2) allowing the City to respond quickly and efficiently to changes made in state law, which the City may want to follow in order to use the coordinated election process. If the Council agrees with this recommendation, Staff will bring an ordinance revising the City's Election Code back to Council after the November 7th election.

Respectfully submitted,

Stephen P. Smithers  
Acting City Manager

Attachment: Councillor's Bill No. 46



BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **46**

SERIES OF 2006

INTRODUCED BY COUNCILLORS

**Dittman - Major**

**A BILL**

**FOR AN ORDINANCE SUBMITTING TO THE REGISTERED ELECTORS OF THE CITY OF WESTMINSTER AT THE COORDINATED ELECTION TO BE HELD ON TUESDAY, NOVEMBER 7, 2006, A MEASURE AMENDING CERTAIN PROVISIONS OF THE CHARTER OF THE CITY OF WESTMINSTER REGARDING INITIATIVE, REFERENDUM, AND RECALL, AND PROVIDING DETAILS IN RELATION THERETO**

WHEREAS, it is necessary and appropriate that the City Council review the City's Charter from time to time to assure that its provisions are consistent with the contemporary needs of the City and the current legal requirements of Colorado law; and

WHEREAS, it has come to the attention of City Council that the Colorado legislature has adopted changes in various election statutes regarding timelines and filing deadlines for co-ordinated elections, which deadlines create a conflict with the timelines expressed in certain Charter sections related to the initiative, referendum, and recall processes; and

WHEREAS, pursuant to the terms of the Colorado Constitution, Article XX, §9, the Charter of the City of Westminster, §17.11 and §31-2-210, C.R.S., the City Council has identified and determined that the proposed amendments to the City's Charter as set forth herein below shall be submitted to a vote of the City's registered electors at the special City election conducted as a coordinated election with Adams and Jefferson Counties as part of the State general election to be held on November 7, 2006.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. At the election to be held on November 7, 2006, there shall be submitted to the registered electors of the City the following question:

QUESTION #1:

Shall the Westminster City Charter, Section 3.18 entitled **Recall**, Section 8.10 entitled **Initiatory and Referendary Petition**, Section 8.12 entitled **Submission of Initiatory and Referendary Ordinances to Electors** and Section 8.13 entitled **Ordinance Suspended; Miscellaneous Provisions on Initiatory and Referendary Petitions**, be amended to clarify certain time limits, to conform inconsistent provisions with requirements of state election law, to recognize procedural requirements adopted as part of the City Code, and to provide for similar procedures for initiative, referendum and recall petitions?

\_\_\_\_\_ FOR

\_\_\_\_\_ AGAINST

ACTUAL WORDING OF THE PROPOSED AMENDMENT:

**Section 3.18. Recall.**

Any incumbent of an elective office may be removed from office by the qualified electors of the city after he has held office for six (6) months.

A petition demanding the recall of the officer sought to be removed and signed by registered electors equal in number to twenty-five (25) percent of all ~~ballots~~-VOTES cast for all the candidates for that particular office at the last preceding regular election, to conform with Article XXI of the Constitution, shall be addressed to the Council and delivered to the City Clerk not ~~less than five (5) nor more than thirty SIXTY (30)~~ (60) days after the affidavit making charges against said officer has been filed. SUCH PETITION SHALL MEET THE REQUIREMENTS OF THIS CHARTER AND THE DULY ADOPTED CODE OF THE CITY. Each registered elector signing the petition shall ~~write~~ PRINT HIS NAME, THE DATE, his home address AND COUNTY DESIGNATION after his ~~name~~ SIGNATURE. Said petition may be in sections of one (1) or more sheets fastened securely at the top, and upon each section of the petition shall be written or printed a copy of the charges previously filed with the City Clerk. ~~One (1) of the registered electors signing each section shall append thereto his affidavit that each signature written thereon is the genuine signature of the person whose name it purports to be and that the affiant has not and will not receive any compensation for obtaining the signatures.~~ TO EACH PETITION SECTION THERE SHALL BE ATTACHED A SWORN AFFIDAVIT BY THE CIRCULATOR THEREOF, STATING THE NUMBER OF SIGNERS THEREOF AND 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.

All sections of the petition shall be filed as one (1) instrument, with the endorsement of the names of three (3) persons designated as filing the same. Provided, however, that prior to the filing of any recall petition one (1) or more registered electors shall file with the City Clerk an affidavit of not more than ~~three~~ TWO hundred (~~300~~) (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 (300) HUNDRED WORDS in defense of charges made against him.

Within ~~ten~~ FIFTEEN (~~40~~) (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 certificate showing the result of such examination. If the petition is insufficient he shall forthwith, in writing, notify one (1) or more of the persons designated on the petition as filing the same. The petition may be withdrawn and amended within ~~twenty~~ FIFTEEN (~~20~~) (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 his certificate of the result. If the petition is still insufficient, he shall return it to one (1) of the persons designated thereon as filing it, without prejudice to the filing of a new petition for the same person.

~~Any qualified elector desiring to become a candidate at the recall election shall do so by petition as required by the article on the elections hereof, which petition if presented to the City Clerk at least twenty (20) days before said election shall entitle him to have his name placed on the ballot. Notice of election shall be given as provided in the article of this Charter relating to elections (see Section 3.6).~~

If the petition or amended petition is found sufficient, the City Clerk shall submit the same with his certificate to the Council without delay and the Council, if the officer sought to be removed does not resign within (5) days thereafter, shall order an election. 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 SAID CERTIFICATE WAS FILED; PROVIDED, THAT IF ANY OTHER CITY ELECTION IS TO OCCUR WITHIN NINETY

(90) DAYS FROM THE DATE OF THE CITY CLERK'S CERTIFICATE, THE COUNCIL SHALL POSTPONE AND CONSOLIDATE THE RECALL ELECTION WITH SUCH OTHER CITY ELECTIONS.

There shall be printed on the official ballot, as to every officer whose recall is to be voted on, 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" ~~on separate lines, with a blank space at the right of each, in which the voter shall indicate, by marking a cross (X), his vote for or against such recall.~~

On such ballots, under the question, there shall be printed the names of those persons who have been nominated as candidates to succeed the person sought to be recalled; ~~but no vote cast shall be counted for any candidate for such office, unless the voter also voted for or against the recall of such person sought to be recalled from said office. The foregoing sentence or instructions shall be printed on the ballot.~~ ANY QUALIFIED ELECTOR DESIRING TO BECOME A CANDIDATE AT THE RECALL ELECTION SHALL DO SO BY PETITION AS REQUIRED BY ~~THE ARTICLE ON THE ELECTIONS~~ SECTIONS 3.1 AND 5.1 HEREOF, WHICH PETITION IF PRESENTED TO THE CITY CLERK AT ~~LEAST TWENTY (20) DAYS BEFORE SAID ELECTION~~ SHALL ENTITLE HIM TO HAVE HIS NAME PLACED ON THE BALLOT. ~~NOTICE OF ELECTION SHALL BE GIVEN AS PROVIDED IN THE ARTICLE OF THIS CHARTER RELATING TO ELECTIONS (SEE SECTION 3.6).~~ The name of the person against whom the petition is filed 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 successor. ~~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 said certificate was filed; provided that if any other city election is to occur within ninety (90) days from the date of the City Clerk's certificate, the Council shall postpone and consolidate the recall election with such other City elections.~~

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 article provided.

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

~~No person shall receive any compensation whatsoever for canvassing for signatures to a petition for recall of any official.~~

### **Section 8.10. Initiatory and Referendary Petition.**

An initiatory or referendary petition on a legislative ordinance may be filed and 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. Not more than five (5) percent of the registered electors shall be required to order a referendum on a public utility franchise. SUCH PETITIONS SHALL MEET THE REQUIREMENTS OF THIS CHARTER AND THE DULY ADOPTED CODE OF THE CITY.

A referendary petition shall be filed with the City Clerk not more than thirty (30) days after the effective date of said legislative ordinance or franchise ordinance. All signatures on said petition shall be obtained ~~within twenty one (21) days~~ AFTER THE EFFECTIVE DATE OF SAID ORDINANCE AND before the date of filing the petition with the Clerk. Any such petition shall be addressed to the Council and may be the aggregate of two (2) or more petition ~~papers~~ SECTIONS identical as to content and simultaneously filed ~~by one (1) person.~~ SUCH PETITION SHALL CONTAIN THE ENDORSEMENT OF THE NAMES OF THREE (3) PERSONS DESIGNATED AS FILING THE SAME. An initiatory petition shall set forth in summary and in full the ordinance it proposes to initiate, and no petition shall propose to

initiate more than one (1) ordinance. A referendary petition shall identify, meaningfully summarize, and set forth the ordinance or part thereof, or Code section it proposes to have repealed.

Each signer of a petition shall sign AND PRINT his name, and shall place thereon, after his name, the date and his place of residence by street and number, ~~or by other customary~~ AND COUNTY designation. To each petition ~~paper~~ SECTION there shall be attached a sworn affidavit by the circulator thereof, stating the number of signers thereof and that each signature thereon is the genuine signature of the person whose name it purports to be, and that ~~is~~ EACH SIGNATURE WAS made in the presence of the affiant.

Such petition shall be filed with the Clerk who shall, within fifteen (15) days, canvass the signatures thereof. If the petition, on its face, contains a sufficient number of signatures, but does not contain a sufficient number of signatures of registered electors of the City, the Clerk shall notify forthwith by ~~registered~~ FIRST CLASS AND ELECTRONIC mail, IF AVAILABLE, the person filing such petition and fifteen (15) days from such notification shall be allowed for filing supplemental petition papers; provided, however, that if the petition as initially filed shows on its face that it does not contain the required number of signatures, whether of registered electors or not, the Clerk shall not be required to canvass the signatures and the petition shall be null and void and shall not be circulated further. When a petition with sufficient signatures is filed within the time allowed by this section, the Clerk shall present the petition to the Council at its NEXT regular meeting.

#### **Section 8.12. Submission of Initiatory and Referendary Ordinances to Electors.**

Should the Council decide to submit the proposal to the electors, it shall be submitted at the next election, OCCURRING NOT LESS THAN SIXTY (60) DAYS AFTER SAID DECISION, held in the City for any other purpose, or, in the discretion of the Council, at a special election called for that specific purpose. ~~In the case of an initiatory petition, if no election is to be held in the City for any other purpose within one hundred fifty (150) days from the time the petition is presented to the Council and the Council does not enact the ordinance, then the Council shall call a special election within sixty (60) days from such date of presentation for the submission of the initiative proposal.~~ The result of all elections held under the provisions of this section shall be determined by a majority vote of the electors voting thereon.

#### **Section 8.13. Ordinance Suspended; Miscellaneous Provisions on Initiatory and Referendary Petitions.**

The presentation to the Council by the Clerk of valid and sufficient referendary petition containing a number of signatures equal to 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, ~~which signatures have been obtained within sixty (60) days before the date of filing the petition with the Clerk,~~ shall automatically suspend the operation of the ordinance in question pending repeal by the Council or final determination by the electors.

An ordinance adopted by the electorate through initiatory proceedings may not be amended or repealed for a period of six (6) months after the date of the election at which it was adopted, and an ordinance repealed by the electorate may not be reenacted for a period of six (6) months after the date of the election at which it was repealed; provided however, that any ordinance may be adopted, amended or repealed at any time by appropriate referendum or initiatory procedure in accordance with the foregoing provisions of this chapter or if submitted to the electorate by the Council on its own motion.

If two (2) or more ordinances adopted at the same election shall have conflicting provisions, the provisions in the ordinance receiving the highest number of affirmative votes shall govern.

Section 2. The City Clerk is hereby directed to take such action as may be required or permitted by law in connection with the election.

Section 3. The officers and employees of the City are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this ordinance.

Section 4. If any section, paragraph, clause or provision of this ordinance shall for any reason be held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

Section 5. All acts, orders, and resolutions, and parts thereof, inconsistent with this ordinance be, and the same are, repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

Section 6. This ordinance shall take effect upon its passage after second reading.

Section 7. 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 14th day of August, 2006.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 28th day of August, 2006.

\_\_\_\_\_  
Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

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

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



**Agenda Memorandum**

City Council Meeting  
August 14, 2006



**SUBJECT:** Resolution No. 39 re Compliance Hearing for the MY Business Park Annexation

**Prepared By:** David Falconieri, Planner III

**Recommended City Council Action:**

Adopt Resolution No. 39 accepting the annexation petition submitted by Norm Moormeier, owner, and make the findings required by State Statute on the sufficiency of the petition. This resolution also sets the date of September 25, 2006, for the annexation hearing.

**Summary Statement**

- The MY Business Park property is located at the northeast corner of 108<sup>th</sup> Avenue and Zephyr Street, and consists of approximately 5 acres.
- The applicant wishes to annex in order to develop the property for an office and office/flex product.
- The property is subject to the requirements of the Northeast Comprehensive Development Plan that permits development in accordance with existing County zoning. A Planned Unit Development (PUD) for the proposed type of use was approved for this property in 1987.

**Expenditure Required:** \$0

**Source of Funds:** NA

**Policy Issue**

Should the City move forward with the annexation hearing for the MY Business Park property?

**Alternative**

Make a finding that there is no community of interest with the MY Business Park property and take no further action. If this course is taken, the property in question will remain unincorporated, and the owners could proceed with their proposed development in the County. The City would still be required to provide water and sewer service if this action is taken.

**Background Information**

Upon receiving a petition for annexation, the City Council is required by State Statute to make a finding of whether or not said petition is in compliance with Section 31-12-107 (1) C.R.S. In order for the petition to be found in compliance, Council must find that the petition contains the following information:

1. An allegation that the annexation is desirable and necessary
2. An allegation that the requirements of Section 31-12-104 and 31-12-105 C.R.S have been met (These sections are to be reviewed by the Council at the formal public hearing.)
3. Signatures and mailing addresses of at least 50% of the landowners of the land to be annexed (In this case, Mr. Moormeier, signer of the petition, own 100% of the property)
4. The legal description of the land to be annexed
5. The date of each signature
6. An attached map showing the boundaries of the area

Planning Staff has reviewed the petition and has determined that it complies with the above requirements.

If the City Council finds that the petition is in substantial compliance with these requirements, a resolution must be approved that establishes a hearing date at which time the Council will review the merits of the proposed annexation.

Respectfully submitted,

Stephen P. Smithers  
Acting City Manager

**Attachments:**

- Petition
- Resolution
- Vicinity Map

RESOLUTION

RESOLUTION NO. **39**

INTRODUCED BY COUNCILLORS

SERIES OF 2006

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A RESOLUTION ACCEPTING THE ANNEXATION PETITION OF MY BUSINESS PARK  
AND SCHEDULING A SEPTEMBER 25, 2006 PUBLIC HEARING

WHEREAS, there has been filed with the City Clerk of the City of Westminster, a petition, copies of which are attached hereto and incorporated by reference, for the annexation of certain territory therein-described to the City;

WHEREAS, the City Council has been advised by the City Attorney and the City Manager that the petition submitted by Norm Moormeier and accompanying map are in substantial compliance with Sections 31-12-101, et.seq., Colorado Revised Statutes, as amended;

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

1. City Council finds the said petition and annexation map to be in substantial compliance with all State statutory requirements, including C.R.S. Section 31-12-107 (1).
2. City Council hereby establishes September 25, 2006, 7 p.m. at the Westminster City Council Chambers, 4800 West 92nd Avenue, for the annexation hearing required by C.R.S. Section 31-12-108 (1).
3. City Council hereby orders the City Clerk to give notice of the annexation hearing in accordance with C.R.S. Section 31-12-108 (2).

Passed and adopted this 14th day of August, 2006.

ATTEST:

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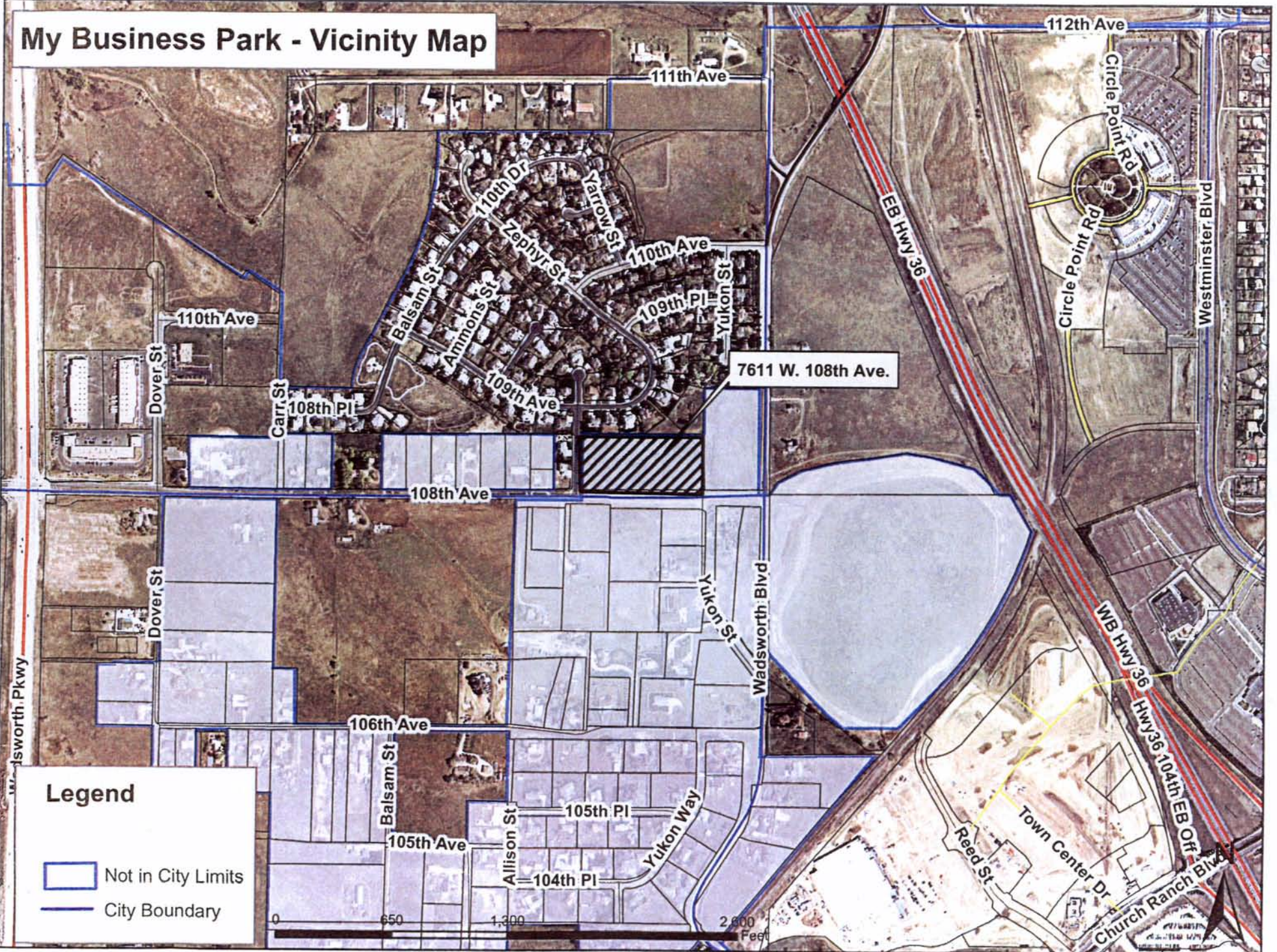
Mayor

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City Clerk



# My Business Park - Vicinity Map



## Legend

-  Not in City Limits
-  City Boundary

0 650 1,300 2,000 Feet



WESTMINSTER

Department of Community Development

ANNEXATION PETITION

- 1. It is desirable and necessary that the area shown on the attached annexation map be annexed into the City of Westminster.
- 2. The requirements of Sections 31-12-104 and 31-12-105 C.R.S. 1973, as amended, exist or have been met.
- 3. The signers of this petition comprise the landowners of more than fifty percent of the territory included in the area proposed to be annexed, exclusive of streets and alleys.
- 4. The undersigned hereby request the City of Westminster to approve the annexation of the area proposed to be annexed.

5. Signature of landowner Marina Mikomies

Title Mgr.

6. Mailing address of signer 1370 Bellaire St  
Broomfield, Co 80020

7. Legal description of land owned by signer:

See Exhibit A Attached

8. Date of Signing 6-7-05

9. Subscribed and sworn to before me this 7<sup>th</sup> day of June,  
2005.

Witness my hand and Official Seal.

My Commission expires 6-3-2006

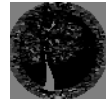
Yvonne Whitcomb  
Notary Public



**WESTMINSTER**  
**COLORADO**

**Agenda Memorandum**

City Council Meeting  
August 14, 2006



**SUBJECT:** Resolution No. 40 re Senior Housing Competition Service Commitment Award

**Prepared By:** Shannon Sweeney, Planning Coordinator

**Recommended City Council Action**

Adopt Resolution No. 40 awarding Service Commitments to the senior housing project proposed for the Huron Park Planned Unit Development at the northeast corner of 128<sup>th</sup> Avenue and Huron Street.

**Summary Statement**

- Following the August 7 staff report to City Council, Council directed Staff to draft the attached resolution awarding Service Commitments (SCs) to the senior housing project proposed by Erickson Retirement Communities for the 86-acre site at the northeast corner of 128<sup>th</sup> Avenue and Huron Street in the Huron Park Planned Unit Development (PUD). This project was submitted for the mid-year senior housing competition as part of the City's Growth Management Program. (See the Background section for a project description).
- The Erickson project would require a maximum of 544 SCs over the estimated 7-10 year build-out of the project. No SCs are needed for the project in 2006, and the attached resolution awards 100 SCs per year beginning in 2007 through 2011 with the remaining 44 SCs awarded in 2012.
- Adoption of the resolution would enable this senior housing project to be submitted for the City's development review process. The resolution is contingent upon ultimate City approval of any necessary documents and does not commit the City to approve any document or project as a result of these awards.
- The developer has been informed that applicant presentations are not scheduled for City Council meetings for SC awards, since the developers would tend to focus on site plans not yet reviewed with the City.

**Expenditure Required:** \$ 0  
**Source of Funds:** N/A

**Policy Issue**

Should the City award Service Commitments to the senior housing project proposed by Erickson Retirement Communities in the Huron Park Planned Unit Development as detailed on the attached resolution?

**Alternative**

Do not adopt the attached resolution awarding Service Commitments to the senior housing project. If this option is chosen, this project would not be allowed to proceed to the City's development review process and no Service Commitments would be awarded as a result of the mid-year senior housing competition. Staff does not recommend this alternative as this project could be a long-term asset to the community by helping provide higher-density residential near the City's I-25 District Center and providing Westminster residents with additional retirement options within the City.

**Background Information**

Early this year the City conducted residential competitions in all five residential categories: single-family detached, single-family attached, multi-family, senior housing, and traditional mixed use neighborhood developments. No applications were submitted in the senior housing category and no Service Commitments (SCs) were awarded in that category.

In the last few months, Staff has received inquiries about potential senior housing projects and organized a second opportunity for developers to compete in this category, since no previous award was made this year. One application was received for the mid-year senior housing competition from Erickson Retirement Communities for the site at the northeast corner of 128<sup>th</sup> Avenue and Huron Street. Two of the three senior housing developers who contacted Staff about the competition process have chosen sites in Legacy Ridge (southwest corner of 112<sup>th</sup> Avenue and Federal Boulevard) and in South Westminster (east of Depew Street at the 73<sup>rd</sup> Street alignment), and due to exceptions detailed in the City's Growth Management Program for these areas of the City, developers of these sites are not required to compete prior to submitting plans for the development review process.

Because detailed site development plans are not reviewed as part of this competition process, and significant changes typically occur during the development review process, sketch plans submitted for the competition process are not reviewed with City Council as part of the competitions. Erickson chose 850 incentive points for items that go beyond the City's minimum design requirements, and these items will be included on plans submitted for the development review process, should City Council award SCs to this project. Incentive items chosen include: various active and passive recreational amenities (pool, solarium, outdoor physical therapy area, etc.); greater landscaping at the entry area; wider pathways throughout the site; a detention area designed as a permanent water feature; etc.

Erickson Communities describes their concept as a campus-type environment consisting of three different "neighborhoods" with "access to a continuum of life and health care services." Each neighborhood would include a community building (for various services such as dining, banking, and postal and retail/convenience shopping) and four residential structures up to four stories in height. All of the buildings in the various neighborhoods would be interconnected by enclosed pedestrian pathways to encourage interaction between neighborhoods and to provide variety, since each community building would offer different services. Private open spaces include "landscaped courtyards, community garden plots, putting green, sitting areas, and extensive walking paths." Other planned amenities listed in the application include "extensive interior social and recreational areas" including a fitness center, swimming pool, classrooms, chapel, auditorium, and solarium. Erickson Communities has 15 existing campuses across the country and has begun construction on one campus in Colorado, Wind Crest, (S. Santa Fe Drive and W. County Line Road in Highlands Ranch) with a planned opening of summer of 2007.

The Erickson application specifies a total of 1,462 units and 228 assisted living and skilled nursing beds. For assisted living and skilled nursing facilities, the City allows a conversion rate of 2.5 beds per unit for calculating overall density. When applied to this project, the unit equivalent is 91 units (228/2.5). This 91-unit equivalent was then added to the 1,462 senior housing units for a total of 1,553. This would conform with a maximum density of 18 dwelling units per acre that would apply should the project ultimately receive approval of a Comprehensive Land Use Plan amendment as they have requested from Business Park to R-18 Residential. Senior housing SCs are calculated at 0.35 per unit, so a total of 544 SCs have been requested. Below is a summary of the SCs requested per year for the project.

SENIOR HOUSING COMPETITION - 2006 (Mid-Year)						# SCs Requested							
Project Name/Location	Developer	Acres	Units	du/a*	Score	2006	'07	'08	'09	'10	'11	'12	Total
<b>Erickson Retirement NEC 128th &amp; Huron (Huron Park PUD)</b>	Erickson Retirement Communities	86.3	1553	18	<b>850</b>	0	100	100	100	100	100	44	544

*\*dwelling units per acre*

The intent of the SC competitions is for a limited number of new residential projects to proceed to the City’s development review process. Any project awarded SCs must process all required documents (including CLUP amendments, if necessary). The City does not require that applications for the competitions comply with the CLUP designation for the site, but a CLUP amendment must be submitted with the application if a change is proposed. It is not necessary for projects to process their CLUP amendments prior to the awards. The SC awards do not obligate the City to approve any required plan or document as a result of the award. Should any project not receive approval of any required documents, the SCs are returned to the water supply figures.

Respectfully submitted,

Stephen P. Smithers  
Acting City Manager

Attachment:

- Resolution 40 re New Senior Housing Competition and Service Commitment Award

RESOLUTION

RESOLUTION NO. 40

INTRODUCED BY COUNCILLORS

SERIES OF 2006

**NEW SENIOR HOUSING COMPETITION AND SERVICE COMMITMENT AWARD**

WHEREAS, the City of Westminster has adopted by Ordinance No. 2848 a Growth Management Program for the period 2000 through 2010; and

WHEREAS, the goals of the Growth Management Program include balancing growth with the City's ability to provide water and sewer services, preserving the quality of life for the existing Westminster residents, and providing a balance of housing types; and

WHEREAS, within the Growth Management Program there is a provision that Service Commitments for new senior housing projects shall be awarded on a competitive basis through criteria adopted periodically by resolution of the City Council and that each development shall be ranked within each standard by the degree to which it meets and exceeds the said criteria; and

WHEREAS, the City's ability to absorb and serve new senior housing development is limited, and the City of Westminster has previously adopted Resolution No. 57, Series of 2003, specifying the various standards for new senior housing projects based upon their relative impact on the health, safety and welfare interests of the community, and has announced to the development community procedures for weighing and ranking projects prior to receiving the competition applications; and

WHEREAS, the City of Westminster allocated Service Commitments for the year 2006 for use in servicing one new senior housing project based on the criteria set forth in Section 11-3-1 of the Westminster Municipal Code; and

WHEREAS, the City conducted a senior housing competition in January 2006 and no applications were received and no Service Commitments were awarded in the senior housing category; and

WHEREAS, the City conducted a second senior housing competition in July and received one application with a total of 544 Service Commitments requested over a seven-year period beginning in 2007 through 2012.

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

1. Category E Service Commitment awards are hereby made to the specific projects listed below as follows:

<u>Project</u>	<u>Location</u>	<u># SCs per Year</u>							<u>Total</u>
		<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	
Huron Park PUD	NEC 128th & Huron	0	100	100	100	100	100	44	<b>544</b>

2. These Service Commitment awards to the projects listed above are conditional and subject to the following:
  - a. For each project, the applicant must complete and submit proposed development plans to the City for the required development review processes. All minimum requirements and all incentive items indicated by the applicant as specified within the competition shall be included as part of the proposed development and listed on the Official Development Plan for the project.
  - b. Service Commitment awards for the projects listed above, if approved by the City, may only be used within the projects specified above.
  - c. These Service Commitment awards shall be subject to all of the provisions specified in the Growth Management Program within Chapter 3 of Title XI of the Westminster Municipal Code.

- d. Each Service Commitment award is conditional upon City approval of each project listed above and does not guarantee City approval of any project, proposed density, and proposed number of units.
  - e. The City of Westminster shall not be required to approve any Comprehensive Land Use Plan amendment, Preliminary Development Plan or amendment, Official Development Plan or amendment, or rezoning action necessary for development of property involved in this Category E award nor shall any other binding effect be interpreted or construed to occur in the City as a part of the Category E award.
  - f. Any and all projects that do not receive City approval are not entitled to the Service Commitment awards, and the Service Commitments shall be returned to the water supply figures.
  - g. The Growth Management Program does not permit City Staff to review any new residential development plans until Service Commitments have been awarded to the project. During the competition process the City Staff does not conduct any formal or technical reviews of any sketch plans submitted by applicants. It should be expected that significant changes to any such plans will be required once the City's development review process begins for any project.
  - h. Awards shown for the year 2006 are effective as of the date of this Resolution (August 14, 2006). Future year awards are effective as of January 1 of the specified year and cannot be drawn prior to that date. If fewer Service Commitments are needed for a project in any given year, the unused amount in that year will be carried over to the following year(s) provided the Service Commitments have not expired.
  - i. In order to demonstrate continued progress on a project, the following deadlines and expiration provisions apply:
    - 1) The project must proceed with the development review process and receive Official Development Plan approval by December 31, 2009, or the entire Service Commitment award for the project shall expire.
    - 2) The project must be issued at least one building permit within one year of Official Development Plan approval, or the entire Service Commitment award for the project shall expire.
    - 3) Following the issuance of the first building permit for the project, all remaining Service Commitments for a project shall expire if no building permit is issued for the project during any consecutive 12-month period.
  - j. If Service Commitments are allowed to expire, or if the applicant chooses not to pursue the development, the Service Commitment award shall be returned to the Service Commitment supply figures. The award recipient shall lose all entitlement to the Service Commitment award under those conditions.
  - k. This award resolution shall supersede all previous Service Commitment award resolutions for the specified project locations.
3. The Category E Service Commitment awards shall be reviewed and updated each year. If it is shown that additional or fewer Service Commitments are needed in the year specified, the City reserves the right to make the necessary modifications.

PASSED AND ADOPTED this 14th day of August, 2006.

ATTEST:

\_\_\_\_\_  
Mayor

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



**Agenda Memorandum**

City Council Meeting  
August 14, 2006



**SUBJECT:** Intergovernmental Agreement with RTD on Land Exchange for Park-N-Ride

**Prepared By:** Steve Smithers, Assistant City Manager

**Recommended City Council Action**

Authorize the Mayor to sign an intergovernmental Agreement with the Regional Transportation District (RTD) for the exchange of land and to allow for the construction of a park-n-ride facility at the northwest section of the Shops at Walnut Creek in substantially the same form as the attached document.

**Summary Statement**

- The current US 36 EIS documents identify the Shops at Walnut Creek as the future location of both a FasTracks commuter rail station and a US 36 Bus Rapid Transit (BRT) Station.
- As part of the negotiations that put together the Shops at Walnut Creek development, land was set aside for these transit enhancements. In addition, negotiations have been ongoing with RTD for the more immediate movement of the current park-n-ride from its current location across Church Ranch Boulevard to an area immediately adjacent to US 36 and the Burlington Northern/Santa Fe (BSF) railroad tracks.
- The IGA sets forth the details of the obligations of the City and RTD for the exchange of the land, construction of the new parking lot, the construction of bus slip ramps off US 36 and other terms and conditions to allow for the movement of the park-n-ride. A copy of the proposed IGA is attached for City Council's review.
- RTD anticipates starting construction of the parking lot and slip ramps shortly after the IGA is signed and hopes to have the project completed in late 2006 or early 2007.
- The new Park-N-Ride will provide for improved bus transit for Westminster commuters through the new bus slip ramps and access to parking on both sides of US 36.

**Expenditure Required:** \$800,000 (City's portion of cost)

**Source of Funds:** WEDA Bond Funds and 2005 General Fund Carryover



### **Policy Issue**

Should the City enter into an IGA with RTD to allow the movement of the existing park-n-ride to the Shops at Walnut Creek and for the planned future construction of both a FasTracks Commuter rail station and a BRT station?

### **Alternative**

Do not enter into the IGA and keep the park-n-ride at the existing location. This is not recommended as the City and RTD have put into place many steps to allow this project to move forward. The installation of the new bus slip ramps will significantly improve bus transit time for commuters and provide RTD with a safer and more convenient park-n-ride facility. In addition, the IGA establishes the land necessary to locate the proposed FasTracks commuter rail and US 36 BRT stations, which are critical elements to the long term transportation plan for the US 36 corridor.

### **Background Information**

The early planning efforts on the Shops at Walnut Creek identified an opportunity to move the existing Church Ranch Park-N-Ride to a location that would be adjacent to both US 36 and the BNSF railroad tracks. Staff made a presentation to the RTD Board over two years ago and this idea was received very positively. In conjunction with these efforts discussions were held with the US 36 EIS team about the commuter rail and BRT stations planned to be located at the Shops at Walnut Creek.

The City has been in ongoing negotiations with RTD for the movement of the existing Church Ranch bus Park-N-Ride and has reached consensus on the terms and conditions of the IGA as set forth in the attached draft agreement. The significant terms of the agreement are:

- The City and RTD agree to exchange the Church Ranch Park-N-Ride and the Shops at Walnut Creek properties. The Walnut Creek property is somewhat larger; however, the City included acreage to allow for the future location of a commuter rail station at this site. The IGA includes language that stipulates that RTD agrees to pay the City \$1,133,400 for the 2.62 acre parcel identified for future use as a commuter rail parking lot should the US 36 final EIS and ROD not include this site as a commuter rail station.
- The City agrees to pay for \$800,000 and RTD agrees to pay for \$2.47 million of the cost of the improvements. City Council and WEDA authorized funds to cover this expenditure on February 27, 2006 subject to approval of an IGA with RTD.
- The City agrees to provide 144 non-exclusive parking spaces on the westbound side of US 36 within the Promenade parking lots.
- The City agrees to provide the underpass connecting the Park-N-Ride to the Promenade parking lots and will allow RTD buses to utilize this underpass. This has been completed and is accessible by both buses and pedestrians.
- RTD is responsible for construction of the new parking lot and slip ramps in the locations shown on Exhibit A of the attached IGA.

**SUBJECT:** Intergovernmental agreement with RTD on Land Exchange for Park-N-Ride

Page 3

If this agreement is approved the City will be working with the City's Economic Development Division to market the existing Park-N-Ride site to potential developers. This is an ideal location that should provide an excellent commercial development opportunity.

The City Attorney's Office and the Department of Community Development have reviewed this agreement. RTD is prepared to move forward expeditiously once this IGA is approved and signed by the City.

Respectfully submitted,

Stephen P. Smithers  
Acting City Manager

Attachment – Westminster-RTD Draft IGA

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WESTMINSTER  
AND THE REGIONAL TRANSPORTATION DISTRICT FOR THE CONSTRUCTION OF  
A PARK-N-RIDE FACILITY ON US-36 NORTHWEST OF THE CHURCH RANCH  
INTERCHANGE**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") and Easement Agreement is made and entered into this 18<sup>th</sup> day of July, 2006 between the **Regional Transportation District** ("RTD"), a political subdivision of the State of Colorado, and the **City of Westminster** ("Westminster"), a Colorado home-rule municipality (or collectively referred to as the "Parties").

**WITNESSETH**

WHEREAS, The City intends to convey Lot 8, Mandalay Town Center, Filing No. 2 to RTD, which contains approximately 5.667 acres of vacant land on the West side of US Highway 36 adjacent to the Burlington Northern Santa Fe railroad tracks ("Property"); and

WHEREAS, the Property is located within the Mandalay Town Center Planned Unit Development (the "Development"); and

WHEREAS, as shown on **Exhibit A**, attached, RTD will cause to be constructed (1) an approximately 250 space park-n-Ride upon approximately 3.047 acres of the Property, as described on **Exhibit B**, attached, and (2) US 36 interchange ramp bus pullouts to serve the park-n-Ride (collectively, the "Project"); and

WHEREAS, the City will has budgeted, appropriated and authorized its contribution to the cost of the Project as provided for in this Agreement; and

WHEREAS, as part of the Official Development Plan for the Development, Westminster required the owner to identify the location of the park-n-Ride facility and coordinate the planning of access to the facility with RTD; and

WHEREAS, the operation of the park-n-Ride by RTD requires construction of certain off-site improvements including roadway access, utilities, grading, a vehicular and pedestrian underpass, traffic signalization, interchange ramp bus pullouts and on site park-n-Ride improvements including bus transfer areas, boarding areas, parking spaces, shelters and other amenities; and

WHEREAS, the parties are committed to enhancing multi-modal transportation along the US 36 corridor, including a possible future rail station adjacent to the Development, utilizing a portion of the Property; and

WHEREAS, the parties acknowledge that RTD may implement a parking management program including fees for parking under certain conditions and may choose to segregate parking at the RTD park-n-Ride by gates, or other mechanical or electronic devices:

NOW THEREFORE, in consideration of the promises and covenants contained herein, the Parties hereto agree as follows:

## 1. PROPERTY ACQUISITION

The City has completed, and RTD has approved, the design of the Project, subject to such further revisions as RTD, at its expense, may deem appropriate. The Project shall be constructed by RTD pursuant to said design on a portion of Lot 8 and on surrounding property as shown on **Exhibit A**.

Upon completion of the Project, the City and RTD will exchange property. The City will deed the Property to RTD and RTD will deed the existing park-n-Ride property adjacent to Church Ranch Boulevard to the City, the legal description of which is attached hereto as **Exhibit C**. The parties will exchange special warranty deeds, and each party will procure an owners title insurance policy on the property it receives. RTD will receive its special warranty deed from Westminster one business day before it transfers ownership of its Church Ranch park-n-Ride lot to allow transfer of bus operations to property it owns prior to the existing site being abandoned. Each party will be provided a title commitment at least 30 days prior to closing showing the property is good and merchantable in the holder. Each party will have 10 days to provide written objections to any defects in title. If such defects cannot be cured to the reasonable satisfaction of the party to receive the parcel, the owner of said parcel shall, at its sole expense, exercise its power of eminent domain to remove such objections. Closing costs will be shared equally by the parties.

RTD will remove certain elements from the existing Church Ranch park-n-Ride within 30 days after property transfer including light, shelters, benches, and driver's rest kiosk which removal will be permitted by the City after closing. RTD will not be responsible for any demolition of the existing site.

The City warrants that there are no encumbrances on the Property other than applicable zoning, ordinances and easement of records as of the time RTD is granted an easement for construction on and use of the Property and that it will keep the Property free and clear of all encumbrances, additional easements, permits or licenses whether or not of record while RTD constructs the park-n-Ride on the Property. RTD will provide notice to the City approximately 60 days in advance of anticipated substantial completion of the Project so that the parties may begin to obtain title work. RTD will provide written notice to the City of completion of the Project which will be deemed to have occurred when RTD issues Notice of Substantial Completion to its contractor.

Within 15 days of the signing of this Agreement the City and RTD will provide each other with such information as they each possess regarding the environmental condition of the properties to be exchanged. In the event either party chooses to do any further environmental investigation they will be permitted to do so at their own cost and expense.. In the event any such investigation reveals any condition requiring an environmental clean-up, the parties shall negotiate in good faith the terms and allocation of the cost of such clean-up provided however, any clean-up negotiated pursuant to this Agreement will be only for commercial/industrial use of the properties to be exchanged and to the maximum extent practicable will seek to integrate any required clean-up or use limitations into the design for use of the properties.

## 2. LAND USE PLAN, ANNEXATION AND ZONING

Westminster has completed the land use planning in such a manner as to accommodate RTD's facility and operational needs.

The proposed Project shall include all necessary transit related improvements, to be determined by RTD at the time when the park-n-Ride design is finalized. At a minimum, the Project shall include:

- a vehicle and pedestrian underpass crossing US 36 at the location shown on the Mandalay Gardens PDP
- a publicly dedicated roadway or roadway to which RTD has unrestricted access for its buses connecting the underpass to Reed Street to allow complete circulation of buses.
- a publicly dedicated roadway connection or roadway to which RTD has unrestricted access between Reed Street and Church Ranch Boulevard
- right-of way made available at no cost to RTD for interchange ramp bus pullouts on US 36, subject to CDOT approval
- all utilities and drainage improvements required for use and operation of the site
- permitting and authorizations for all transit related construction at no cost to RTD

## 3. DESIGN AND CONSTRUCTION

Design of the Project has been completed and the parties have approved construction plans and specifications under RTD contract number 36-DP-006 dated March 29, 2006 and amended May 30, 2006 and incorporated herein by reference.

RTD has finalized the plans for bidding the Project, prepared the construction documents and shall construct the park-n-Ride.

RTD agrees that the design of the park-n-Ride shall not preclude the development of ancillary retail uses associated with the public's use of the park-n-Ride. The park-n-Ride shall be owned and maintained by RTD.

RTD shall be responsible for the design, construction, and obtaining all approvals necessary from the Colorado Department of Transportation (CDOT) for the US 36 interchange ramp bus pullouts shown on **Exhibit A**. that will provide for loading and unloading of passengers proximate to the park-n-Ride and adjacent to access to the pedestrian and vehicular underpass and the park-n-Ride. No exchange of property or relocation of the RTD park-n-Ride will take place until this has been accomplished, and the Project has been completed and is operational. RTD will make best efforts to obtain all necessary CDOT and other approvals and complete the Project as rapidly as possible. This bus pullout construction will include the installation of a wrought iron fence or City approved equivalent between the walk and the development and extending from Church Ranch Boulevard to the US 36 underpass. The City shall be required to provide or obtain for RTD's benefit authorization in the form of a license or easement for RTD to install and maintain the fence as a pre-requisite to RTD's obligation to build the fence. This fence is intended to encourage park-n-Ride users to use the park-n-Ride lot instead of the Development's parking lots. The City has previously installed the walk parallel to US 36 at no cost to RTD.

#### 4. EASEMENTS TO INSTALL AND OPERATE PROJECT IMPROVEMENTS

By execution of this Agreement the City authorizes RTD's contractors, subcontractors, agents and employees to enter onto the **Exhibit A** Property to construct the park-n-Ride and to have access to adjacent public access easements, public roadways, and public rights-of-way as necessary to construct, inspect, clean, operate and maintain the park-n-Ride until ownership is transferred pursuant to Paragraph 1. By execution of this Agreement the City grants RTD a temporary construction easement for use and operation of the Property from the date it issues Notice to Proceed to its contractor which shall occur on or after July 1, 2006 until property transfer and may record this Agreement against the property (the "Temporary Construction Easement.") Attached hereto are easements to be executed simultaneously with this Agreement for pedestrian access between the park-n-Ride, interchange bus-pull outs, City shared parking areas, and public sidewalks in the vicinity, and a non-exclusive easement for a period of 30 years for transit use of the public parking at the Promenade parking area.

The City hereby covenants with RTD that the City shall (1) not voluntarily terminate the public access easements shown on the final plats for Westminster Promenade, Filing No. 1 as recorded under reception number F0389873 and Mandalay Town Center, Filing No. 2 as recorded under reception number F2004399 both in the records of the Clerk and Recorder of Jefferson County, (2) maintain for RTD's shared use at least 144 parking spaces on the Property shown on **Exhibit D**, and (3) not to voluntarily terminate the public sidewalks shown on **Exhibit A**.

The City will allow RTD to pave the 10 foot public trail easement on the Westbound side of US 36 between the public parking area and the bus pullout shown on **Exhibit A**.

To the fullest extent permitted by law, RTD agrees and covenants with the City to indemnify and hold harmless the City against any and all claims, demands, suits, judgments, and costs (including attorney fees) of whatsoever nature, to the extent the same arise as a result of any injury to person or property in the course of RTD's exercise of RTD's Temporary Construction Easement.

#### 5. SHARED PARKING

Westminster will designate a parking area within the Promenade parking lots, on the westbound side of US 36, in the area shown on **Exhibit D** for the non-exclusive use of RTD passengers. Such area shall contain a minimum of 144 spaces. The parking area is located east of US 36 and connected to the park-n-Ride with a pedestrian underpass. In return for the use of the Promenade parking area, RTD shall allow Promenade patrons to park in the park-n-Ride parking lot that is to be constructed on the Property. Transit parking access to Westminster's spaces shall be for so long as Westminster's spaces are available for public use, unless a shorter period is requested by RTD. RTD may post signage at its pullouts directing transit riders to the public parking area.

#### 6. PAYMENT

The City has budgeted, authorized and appropriated funds in the amount of \$800,000 for park-n-Ride improvements. The parties agree that the City has expended \$378,379.30 of these funds for design and site grading and that the balance of the \$800,000, in the amount of \$421,620.70 shall be paid to RTD for costs to be incurred by RTD for the

construction of the park-n-Ride RTD acknowledges that the City and/or its developer has also provided certain additional improvements necessary and related to the use and operation of the park-n-Ride.

RTD has budgeted, authorized and appropriated \$2,473,645.00 for construction of the US 36 bus pullouts, the park-n-Ride and the fence. RTD shall request transfer of the balance of funds due from the City and the City shall remit the balance within 30 days of commencement of construction of the Project.

In the event no rail station is included in the Record of Decision for the U.S. 36 Corridor Project immediately adjacent to the Mandalay Town Center, RTD will repay the City the cost of the approximately 2.620 acres of Lot 8 as described in **Exhibit E** not used for construction of the replacement park-n-Ride which payment shall be at the price paid by the City for the Mandalay parcels of \$10.00 per square foot for a total repayment cost of \$1,133,400, subject to appropriation. RTD will make best efforts to pay this amount on or before December 31 of the year after the year in which the Record of Decision was issued, and shall make best efforts to pay at least 30% of the amount due on or before December 31 of the year in which the Record of Decision was issued.

## **7. PARKING MANAGEMENT**

The parties acknowledge that RTD is studying the implementation of a parking management program and may implement parking monitoring and fees for parking under certain conditions. If after consultation with the City a parking management program is mutually agreed upon, RTD shall have the right to charge for parking on the Project consistent with fees charged for parking at other park-n-Rides throughout the RTD. Any fees collected shall be for the sole use and benefit of RTD. RTD acknowledges that any persons utilizing parking in the area shown on **Exhibit D** shall be subject to terms and conditions determined by the City.

## **8. NOTICE**

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

City of Westminster  
City Manager  
4800 West 92nd Avenue  
Westminster, CO 80031-6399

RTD  
Liz Rao  
Assistant General Manager for Planning and Development  
1560 Broadway 7<sup>th</sup> Floor  
Denver, CO 80202

With additional notice to :

John Shonsey  
RTD Senior Manager of Engineering  
1560 Broadway 7<sup>th</sup> Floor  
Denver, Co 80202

## **9. DEFAULT**

Time is of the essence. If any payment or any other condition, obligation, or duty is not timely made, tendered or performed by any Party, then the non-defaulting Party may recover such damages as may be proper. The non-defaulting Party shall have the right to an action for specific performance or damages or both. Subject to Paragraph 1, above, in the event that RTD has constructed the park-n-Ride on the Property and the Property exchange described in Paragraph 1 has not occurred within 60 days of final notice of completion provided by RTD to Westminster, either party may seek specific performance for exchange of property. The parties to this Agreement are governmental entities subject to Article X, section 20 of the Colorado Constitution. Nothing herein shall be construed as a multiple fiscal year obligation. To the extent completion of obligations specified herein require appropriation of future year funds the parties shall make best efforts to procure such funds.

## **10. US 36 JOINT USE AGREEMENT**

CDOT may require that a joint use agreement for the use of the US 36 right-of-way for the pedestrian underpass, and other transit related facilities, which are to be constructed within CDOT right-of-way for the Project, be executed among RTD, Westminster and CDOT. The Parties agree to jointly execute such an agreement subject to the approval of the Westminster Council and the RTD Board, if such approval is required.

## **11. INTEGRATION AND AMENDMENT**

This Agreement represents the entire Agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties.

## **12. VENUE**

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Adams, State of Colorado.

## **13. SEVERABILITY**

If any article, section, paragraph, sentence, clause or phrase of this Agreement is held to be unconstitutional or invalid for any reason, such holding shall not affect the validity, enforceability or constitutionality of the remaining provisions of this Agreement.



**14. WAIVER OF BREACH**

A waiver by any Party of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party.

**15. PARAGRAPH CAPTIONS**

The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

**16. AGREEMENT BINDING; SUCCESSORS**

This Agreement shall be binding upon and shall inure to the benefit of the successors, transferees, and assigns of the parties.

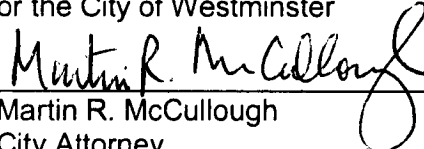
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date first above written.

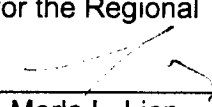
By: \_\_\_\_\_  
Nancy McNally, Mayor  
City of Westminster

By: \_\_\_\_\_  
Clarence W. Marsella, General Manager  
Regional Transportation District

Approved as to legal form  
for the City of Westminster

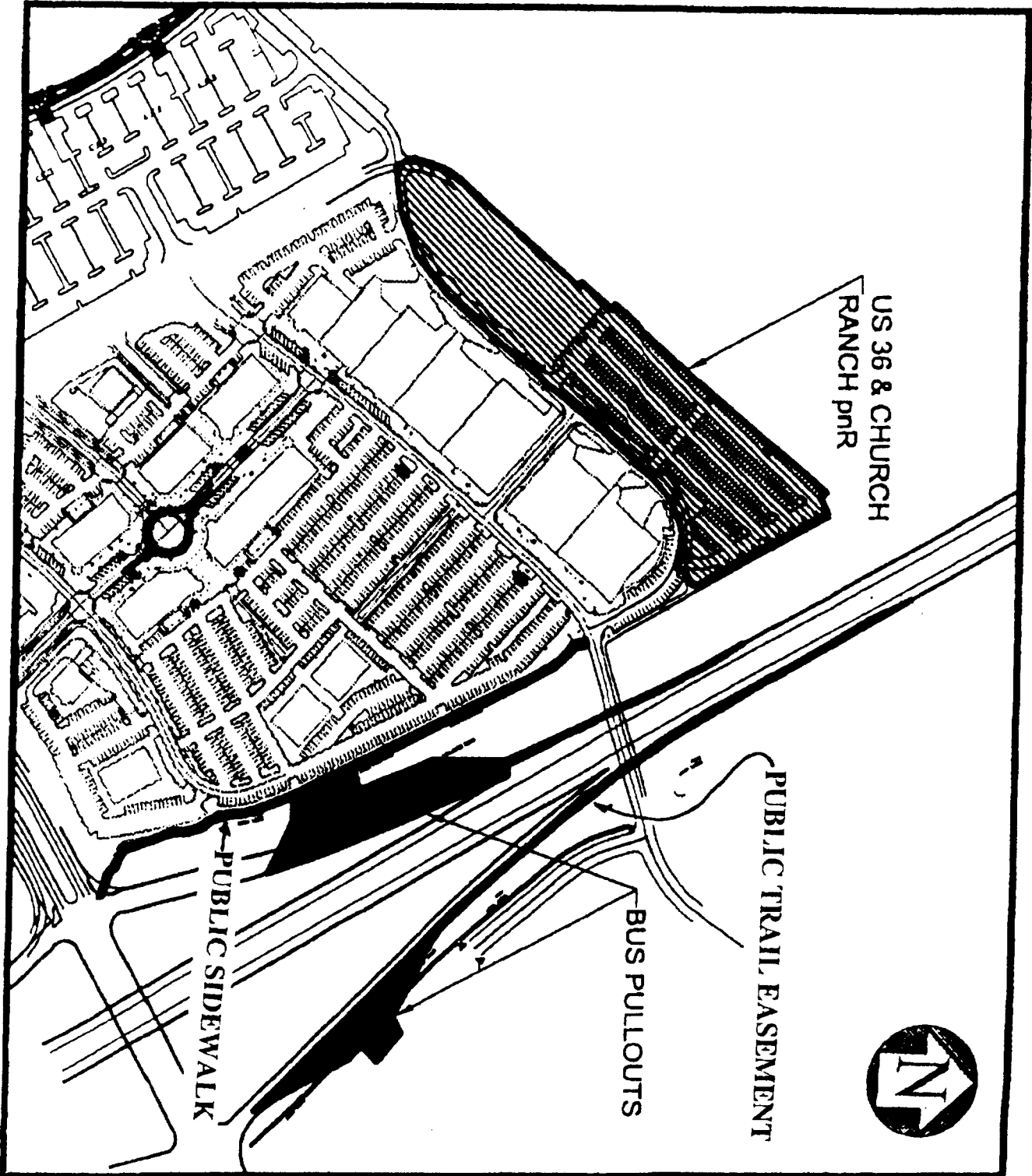
Approved as to legal form  
for the Regional Transportation District

By:  \_\_\_\_\_  
Martin R. McCullough  
City Attorney

By:  \_\_\_\_\_  
Marla L. Lien  
General Counsel

Attest:

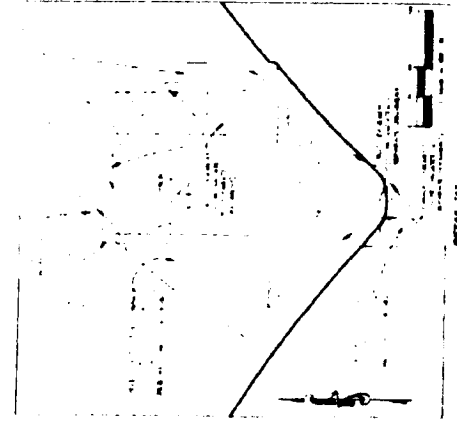
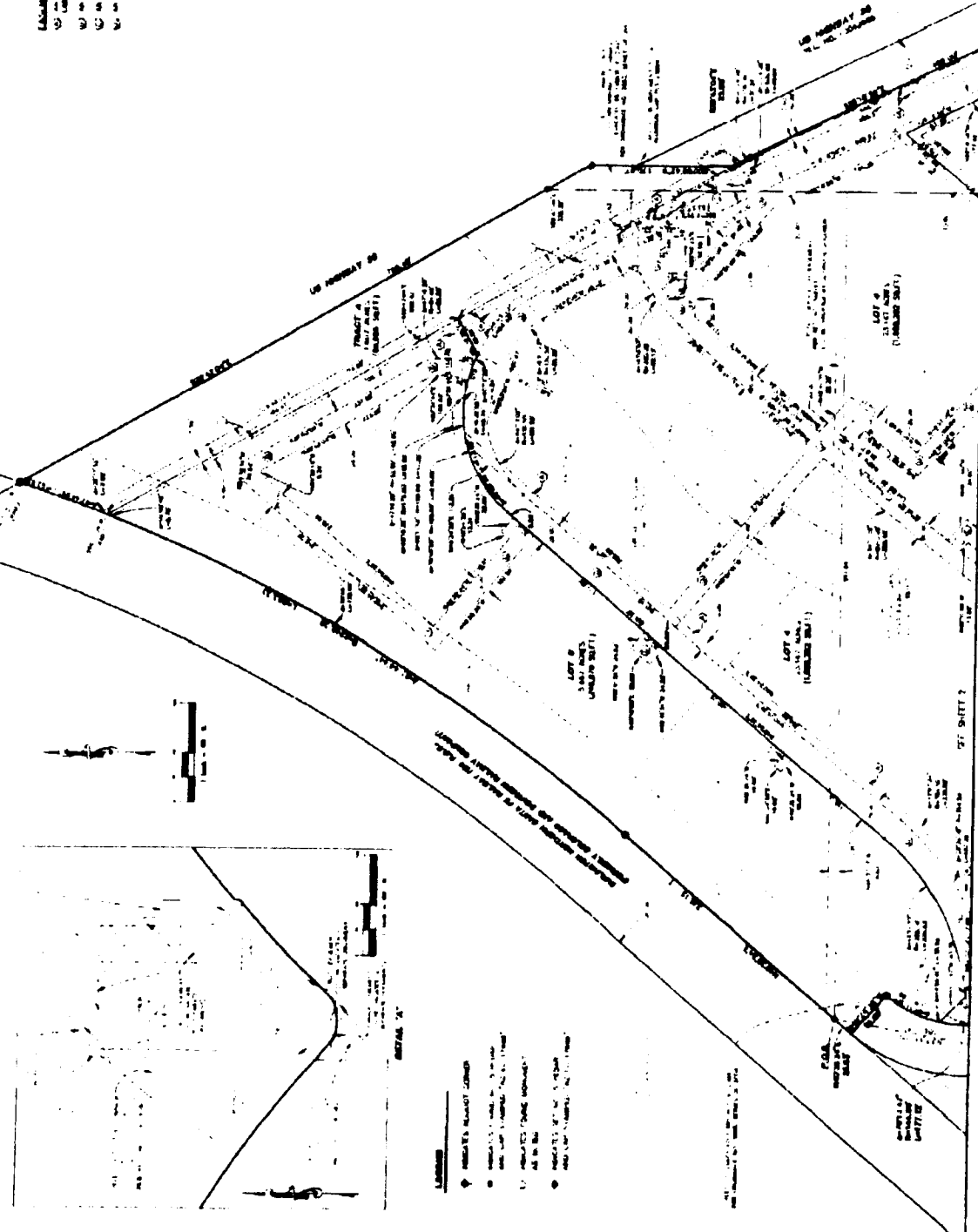
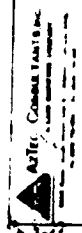
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Linda Yeager  
City Clerk



FINAL PLAT  
**MANDALAY TOWN CENTER FILING NO. 2**  
 A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 11 AND THE NORTHEAST QUARTER OF SECTION 14,  
 TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 8TH PRINCIPAL MERIDIAN  
 CITY OF WESTMINSTER COUNTY OF JEFFERSON, STATE OF COLORADO

LAURENCE JAMES  
 1000 14TH AVENUE, WESTMINSTER, COLORADO 80202  
 303 441-1111  
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 303 441-1111

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## LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 8, MANDALAY TOWN CENTER FILING NO. 2, IN THE CITY OF WESTMINSTER, COUNTY OF JEFFERSON, STATE OF COLORADO PER PLAT RECORDED AT RECEPTION NO. F2004399 IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY, LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN SAID CITY, COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF SAID LOT 8 EXCEPT THE FOLLOWING DESCRIBED PARCEL:

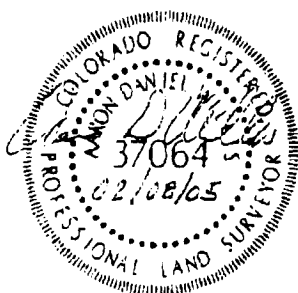
BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 8;  
THENCE ALONG THE NORTHWESTERLY BOUNDARY OF SAID LOT 8 THE FOLLOWING 2 COURSES:

- 1) NORTH 40°35'24" EAST 362.78 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2248.38 FEET;
- 2) NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°39'55" AN ARC LENGTH OF 183.07 FEET;

THENCE DEPARTING SAID NORTHWESTERLY BOUNDARY, NON-TANGENT TO SAID CURVE, SOUTH 49°35'24" EAST 206.40 FEET TO THE SOUTHEASTERLY BOUNDARY OF SAID LOT 8;  
THENCE ALONG THE BOUNDARY OF SAID LOT 8 THE FOLLOWING 6 COURSES:

- 1) SOUTH 40°24'36" WEST 420.08 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 285.10 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 49°37'17";
- 2) SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°11'20" AN ARC LENGTH OF 209.93 FEET;
- 3) NON-TANGENT TO SAID CURVE, SOUTH 82°32'10" WEST 7.99 FEET;
- 4) NORTH 45°11'17" WEST 43.76 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 144.50 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 77°35'36" EAST;
- 5) NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°11'00" AN ARC LENGTH OF 71.08 FEET;
- 6) NON-TANGENT TO SAID CURVE, NORTH 49°24'36" WEST 61.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.047 ACRES (132,745 SQ. FT.), MORE OR LESS.

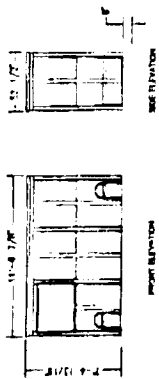


AARON D. WILLIS  
COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR, P.L.S. 37064  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

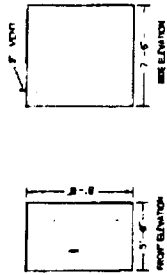


**OFFICIAL DEVELOPMENT PLAN**  
**CHURCH RANCH / R.T.D. PARK-N-RIDE**  
**U.S. HIGHWAY 36 & CHURCH RANCH BOULEVARD**

IN THE CITY OF WESTMINSTER,  
 COUNTY OF JEFFERSON, STATE OF COLORADO  
 SHEET 2 OF 4



SHUTTER AF-352



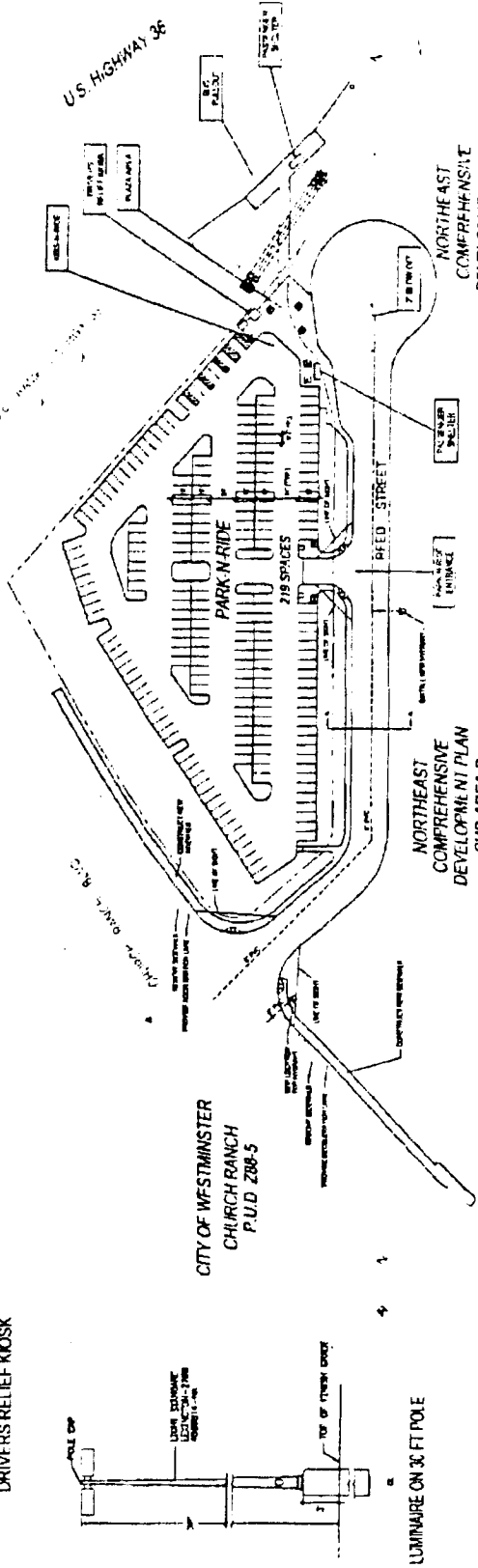
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TYPICAL SECTION RULED STREET

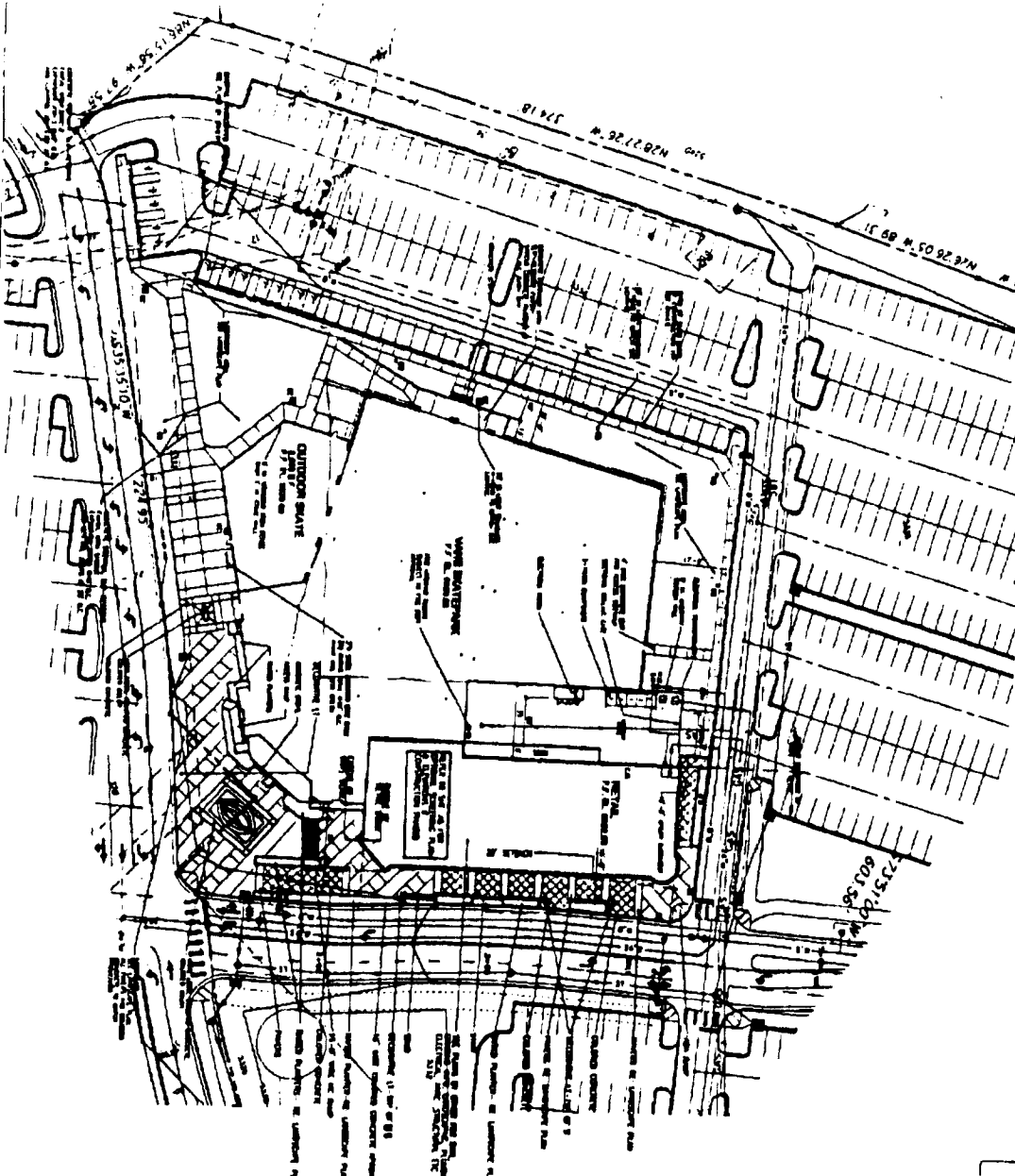
NORTHEAST  
 COMPREHENSIVE  
 DEVELOPMENT PLAN  
 SUB-AREA C

CITY OF WESTMINSTER  
 NORTHPOINT  
 P.U.D. Z83-17

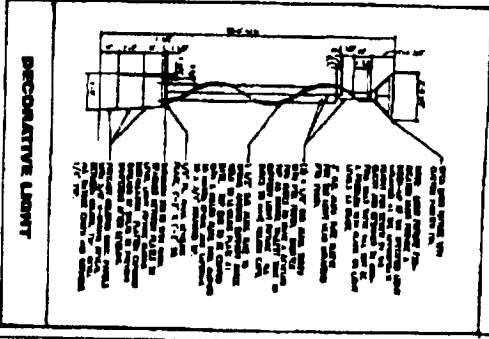


PROJECT NO. SHEET NO. DATE	PROJECT BY APPROVED BY DATE	DATE	DATE

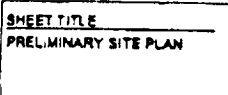
OFFICIAL DEVELOPMENT PLAN  
**WESTMINSTER PROMENADE FILING NO. 3**  
 FOR RETAIL COMMERCIAL WESTMINSTER DEVELOPMENT AT LOT 3  
 IN THE CITY OF WESTMINSTER, COUNTY OF FERROUS STATE OF COLORADO  
 SHEET 3 OF 3



**SITE REFERENCE NOTES**  
 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.



SHEET TITLE  
**PRELIMINARY SITE PLAN**  
 A2



**VANS SKATEPARK**  
 LOT 3 OF THE WESTMINSTER PROMENADE FILING NO. 3  
 WESTMINSTER, COLORADO

**RENGEL CO**  
 ARCHITECTS

**Regional Transportation District**



**Memorandum**

**To:** Phil Washington, Assistant General Manager, Administration  
**From:** Clarence W. Marsella, General Manager  
**Date:** June 29, 2006  
**Subject:** Delegation as Acting General Manager

This will confirm that during such time as I am away from the office on Monday, July 17 through Saturday, July 22, 2006, you will assume on my behalf and in my stead, additional duties as Acting General Manager for the District, as the same has been defined by our Board of Directors.

In this capacity, your authority shall extend to those matters that cannot practicably be deferred, including but not limited to acting as Contract Representative with regard to pending contracts to which RTD is part (including, when necessary, the execution of Work Orders and Work Order Amendments), and exercising overall supervision with respect to the staff of RTD, as well as coordination with our Board of Directors.

cc: Board of Directors  
Marla Lien, General Counsel  
Liz Rao, Assistant General Manager, Planning and Development  
Sandy Wilbon, Executive Manager to the Board of Directors  
Bruce Abel, Assistant General Manager, Contracted Services  
Lloyd Mack, Assistant General Manager, Rail Operations  
Tony McCaulay, Assistant General Manager, Customer Services  
Ron Dodsworth, Assistant General Manager, Bus Operations  
Scott Reed, Director, Public Affairs



## Summary of Proceedings

Summary of proceedings of the regular meeting of the Westminster City Council held Monday, August 14, 2006. Mayor McNally, Mayor Pro Tem Kauffman, and Councillors Dittman, Kaiser, Lindsey, Major, and Price were present at roll call.

The minutes of the July 24, 2006 regular meeting were approved.

Council presented employee service awards to City employees with 20 and 25 years tenure.

Council approved the following: changed the date of the first regular meeting in September to September 18; contract amendment re engineering services for Huron Street improvements; IGA with UDFCD re acquisition of Heffley property at 3381 W. 69<sup>th</sup> Ave.; 2006 construction contract award re trail repairs; CIP fund transfer for Phase I construction re Armed Forces Tribute Garden; 2006 Wastewater Collection System Improvement Project; lease/purchase of self-propelled asphalt paver; final passage of Councillor's Bill No. 43 re 2006 2<sup>nd</sup> quarter budget supplemental appropriation; and final passage of Councillor's Bill No. 44 re 2006 CDBG fund appropriation.

Council adopted the following resolutions: Resolution No. 39 re MY Business Park annexation compliance hearing; and Resolution No. 40 re senior housing competition service commitment award.

Council adopted the following Councillor's Bills on first reading:

**A BILL FOR AN ORDINANCE APPROVING A LEASE WITH THE DOG AND I FOR THE LEASE OF THE MAIN LEVEL OF THE FORMER CITY OF WESTMINSTER ANIMAL SHELTER.** Purpose: lease of a vacant City-owned building at 8800 Sheridan Boulevard.

**A BILL FOR AN ORDINANCE SUBMITTING TO THE REGISTERED ELECTORS OF THE CITY OF WESTMINSTER AT THE COORDINATED ELECTION TO BE HELD ON TUESDAY, NOVEMBER 7, 2006, A MEASURE AMENDING CERTAIN PROVISIONS OF THE CHARTER OF THE CITY OF WESTMINSTER REGARDING INITIATIVE, REFERENDUM, AND RECALL, AND PROVIDING DETAILS IN RELATION THERETO.** Purpose: certify ballot question to November 7 ballot re Charter Amendment concerning Initiative, Referendum, and Recall provisions.

The meeting adjourned at 7:50 p.m.

By Order of the Westminster City Council  
Linda Yeager, City Clerk

Published in the Westminster Window on August 24, 2006

**A BILL FOR AN ORDINANCE AMENDING THE 2006 BUDGETS OF THE GENERAL, GENERAL CAPITAL IMPROVEMENT AND OPEN SPACE FUNDS AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE 2006 ESTIMATED REVENUES IN THE FUNDS.**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The 2006 appropriation for the General Fund initially appropriated by Ordinance No. 3162 in the amount of \$86,209,579 is hereby increased by \$55,638 which, when added to the fund balance as of the City Council action on July 24, 2006 will equal \$85,482,867. The actual amount in the General Fund on the date this ordinance becomes effective may vary from the amount set forth in this section due to intervening City Council actions. The appropriation is due to the receipt of grants, program revenues, insurance proceeds, confiscated funds and interest earnings.

Section 2. The \$55,638 increase in the General Fund shall be allocated to City Revenue and Expense accounts, which shall be amended as follows:

**REVENUES**

Description	Account Number	Current Budget	Amendment	Revised Budget
State Grants	1000.40620.0000	\$0	\$15,052	\$15,052
Off Duty Fire Svcs	1000.41340.0013	516	600	1,116
General	1000.43060.0000	200,685	31,823	232,508
Int Ice Center	1000.42530.0077	0	7,640	7,640
Int 1999 COPS	1000.42530.0276	0	427	427
Int 2001 COPS	1000.42530.0215	0	50	50
Int Capital Facilities	1000.42530.0209	0	46	46
Total Change to Revenues			\$55,638	

**EXPENSES**

Description	Account Number	Current Budget	Amendment	Revised Budget
Other Equipment – Tech Svcs	10020300.76000.0343	\$142,400	\$6,009	\$148,409
Supplies – Spec Ops	10020500.70200.0347	114,300	2,600	116,900
Other Equipment – Spec Ops	10020500.76000.0347	48,000	2,023	50,023
Salaries OT – Traffic	10020500.60400.0348	90,000	4,420	94,420
Supplies – EMS	10025260.70200.0546	5,136	600	5,736
Spec Promo Fire Prevention	10025260.67600.0547	7,900	2,264	10,164
Supplies – Fire Prevention	10025260.70200.0547	5,000	2,315	7,315
Career Develop	10025260.61800.0000	35,464	10,555	46,019
Supplies	10050620.70200.0000	47,233	2,000	49,233
Maint/Rep Infra	10030380.66200.0000	220,592	11,738	232,330
Supplies	10003120.70200.0125	2,150	2,951	5,101
Lease Pay – Ice Ctr	10010900.67700.0077	1,036,663	7,640	1,044,303
Lease Pay-99 COPS	10010900.67700.0276	1,710,284	427	1,710,711
Lease Pay-01 COPS	10010900.67700.0215	0	50	50
Lease Pay-Cap Fac	10010900.67700.0209	1,600,888	46	1,600,934
Total Change to Expenses			\$55,638	

Section 3. The 2006 appropriation for the General Capital Improvement Fund initially appropriated by Ordinance No. 3162 in the amount of \$7,668,000 is hereby increased by \$287,088 which, when added to the fund balance as of the City Council action on July 24, 2006 will equal \$8,041,293. The actual amount in the General Capital Improvement Fund on the date this ordinance becomes effective may vary from the amount set forth in this section due to intervening City Council actions. This appropriation is due to receipt of various grants, and interest earnings.

Section 4. The \$287,088 increase in the General Capital Improvement Fund shall be allocated to City revenue and expense accounts, which shall be amended as follows:

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
State Grants	7500.40620.0000	\$11,675	\$12,993	\$24,668
General	7500.43060.0000	0	80,000	80,000
Interest 05 COPS	7500.42530.0274	0	194,095	194,095
Total Change to Revenue			<u>\$287,088</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
CD – Grants Appro. Holding	80675030428.80400.8888	\$0	\$7,000	\$7,000
South Westy Revitalization AH	80175030024.80400.8888	277,575	5,993	283,568
Traf Sig Syst Imp Appro. Holding	80175030143.80400.8888	129,798	80,000	209,798
COP 144 <sup>th</sup> Interchange Appro. Holding	80575030713.80400.8888	16,045,240	180,261	16,225,501
COP 144 <sup>th</sup> Inter. Capital Interest AH	80575030733.80400.8888	0	13,834	13,834
Transfers WEDA	75010900.79800.0680	630,000	(630,000)	0
Other Fin Use	75010900.78800.0000	1,125,000	630,000	1,755,000
Total Change to Expenses			<u>\$287,088</u>	

Section 5. The 2006 appropriations for the Open Space Fund initially appropriated by Ordinance No. 3162 in the amount of \$4,563,535 is hereby increased by \$2,209 which, when added to the fund balance as of the City Council action on July 24, 2006 will equal \$4,568,768. The actual amount in the Open Space Fund on the date this ordinance becomes effective may vary from the amount set forth in this section due to intervening City Council actions. This appropriation is due to receipt of lease payments.

Section 6. The \$2,209 increase in the Open Space Fund shall be allocated to City revenue and expense accounts, which shall be amended as follows:

REVENUES

Description	Account Number	Current Budget	Amendment	Revised Budget
Open Space General	5400.43060.0000	\$3,024	\$2,209	\$5,233
Total Change to Expenses			<u>\$2,209</u>	

EXPENSES

Description	Account Number	Current Budget	Amendment	Revised Budget
Land Purchases	54010900.76600.0000	\$752,762	\$2,209	\$754,971
Total Change to Revenue			<u>\$2,209</u>	

Section 7 – 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 8. This ordinance shall take effect upon its passage after the second reading.

Section 9. 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 24<sup>th</sup> day of July, 2006. PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 14<sup>th</sup> day of August, 2006.

**A BILL FOR AN ORDINANCE ESTABLISHING THE 2006 BUDGET OF THE COMMUNITY DEVELOPMENT BLOCK GRANT FUND.**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. This is the initial appropriation for 2006 for the CDBG Fund. The appropriation of \$578,260.00 is the amount approved by the U.S. Department of Housing and Urban Development (HUD) for the City for 2006.

Section 2. The \$578,260 increase in the CDBG Fund shall be allocated to City Revenue and Expense accounts, which shall be amended as follows:

Description	Account Number	Current Budget	Increase (Decrease)	Final Budget
<b>Revenue</b>				
Block Grant-CDBG	7600.40610.0025	\$0	<u>\$578,260</u>	\$578,260
Total change to revenues			<u>\$578,260</u>	
<b>Expenses</b>				
Salaries	76030350.60200.0000	\$0	\$111,128	\$111,128
CDBG-06 Block Grant	80576030722.80400.8888	\$0	\$467,132	\$467,132
Total change to expenses			<u>\$578,260</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 AND PUBLISHED this 24th day of July, 2006. PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 14th day of August, 2006.